

1. Agenda

Documents:

[102720 CC AGENDA3.PDF](#)

2. Meeting Materials

Documents:

[102720 CC PACKET3.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/92077734062>

Pass Code 222091

2. By Phone:

One tap mobile

+13017158592,,95581681701# US (Germantown)

+13126266799,,95581681701# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 955 8168 1701

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 or by using the RAISE HAND feature by zoom. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. If you are participating via phone, the raise and lower hand feature can be activated by using *9. After you are recognized, use *6 to unmute

your audio. The Chat and Q&A functions will be turned off during the meeting. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.

4. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time.
5. 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 Ext 1025 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 OCTOBER 27, 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. Alcohol License Updates and Renewals:
 - a. Casey's General Store #3746 1650 NE Beaverbrooke Blvd – Ownership Update
 - b. Casey's General Store #2520 206 East 1st Street – Ownership Update
 - c. Casey's General Store #3507 951 SE Gateway Drive – Ownership Update
 - d. Kwik Star #1024 1450 Gateway Court – Class C Beer Permit (BC)
 - e. Casey's General Store #3746 1650 NE Beaverbrook Blvd - Class E Liquor License
 - f. Uptown Bar & Grill 201 South Main Street – Class C Liquor License
 - g. Stevie C's 202-204 S Main Street – Class C Liquor License
 - C. Municipal Supply Inc. water meters \$22,362.50
 - D. Resolution 10-1320 Approving Consent and Agreement for Improvements Within Storm Sewer and Surface Water Flowage Easement for Beaverbrook West Plat 9 Lot 54 – 1400 NW Sunset Lane
 - E. Resolution 10-1420 Approving Consent and Agreement for Improvements Within Storm Water Flowage Easement for Heritage Station Crossing Plat 1 Lot 51 – 1116 NE Cypress Circle
 - F. Resolution 10-1520 Approving Consent and Agreement for Improvements Within Storm Sewer Easement for Autumn Park Plat 5 Lot 42 – 300 NW Beechwood Drive
 - G. Resolution 10-1620 Approving Personnel Transaction
 - H. Professional Services Agreements:
 - a. Proposed Second Amendment to the Agreement between Veenstra & Kimm, Inc and the City of Grimes for the WRA Grimes Connector Amendment to Agreement Trunk Sewer Extension not to exceed \$31,000 for the design, and not to exceed \$35,000 for Construction Engineering Services

- b. Amended No. 1 to the Contract for Professional Engineering Services Concept Planning WRA Sanitary Sewer Connection Between City of Grimes and Civil Design Advantage
- I. Professional Services Payments:
 - a. Allender Butzke Engineers Inc. for Special Inspections of Grimes RO Water Treatment Plant \$1,664.85
 - b. Allender Butzke Engineers Inc for the Special Inspections of Grimes 1.5 MG Water Tank \$403.15
- J. Change Order:
 - a. Change Order #5 to Grosch Irrigation Co Inc for the New Jordan Well increasing the contract \$6,895.00
- K. Pay Requests:
 - a. Pay Request #2 to Redbud Landscaping, LLC for Native Vegetation Enhancements in Storm Water Treatment Facilities \$2,188.33
- L. City of Johnston Fire/EMS Reimbursement \$25,434.58
- M. Final for 16 inch Raw Water Main
 - a. Resolution 10-1820 Accepting the Grimes 16 inch Raw Water Main with Progressive Structures
 - b. Change Order #3 to Progressive Structures for the Grimes 16 inch Raw Water Main decreasing the contract \$51,198.52
 - c. Pay Request #8 to Progressive Structures for the Grimes 16 inch Raw Water Main \$14,377.16
 - d. Engineer's Statement of Completion for the Grimes 16 inch Raw Water Main
 - e. Pay Request #9 Retainage to Progressive Structures for the Grimes 16 inch Raw Water Main in the amount \$58,760.58 (to be paid in 30 days)
- N. Resolution 10-1720 Authorizing the Mayor to Sign Contract with Feld Fire for New Custom Designed Wheeled Coach Ambulance for Johnston-Grimes Metropolitan Fire Department
- O. Grimes Chamber & Economic Development Reimbursement \$12,622.50
- P. Resolution 10-2120 Authorizing the City Clerk to Certify Said Charges to the Polk County Treasurer to be Assessed Against Real Estate and Premises Services, Which Charges are to be Collected and Returned in the Same Manner as other taxes
- Q. 10-2220 Waiving Permit Fees for Temporary Signs Placed in the City Right of Way
- R. 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. Supervisor Bob Brownell Update
- B. Livestock Request Pursuant to City Ordinance 55.05 Submitted by Chris and Janet McAninch 340 SE 2nd Street Apt A
- C. Establishment of Master Connection Fee Ordinance
 - a. Public Hearing of the Master Connection Fee Ordinance
 - b. First Reading of Ordinance 744 of the Master Connection Fee

- D. Second Reading of Ordinance 740 Amending Provisions of the Zoning Ordinance of the City of Grimes, Iowa Regarding Parking
- E. Second Reading of Ordinance 742 Amending the Heritage at Grimes Planned Unit Development
- F. Second Reading of Ordinance 743 on Proposed Rezoning of Property Generally Located North of West 1st Street and West of Hwy 141 from A-1 Agricultural and R-4 Planned Unit Development to R-4 Planned Unit Development
- G. Resolution 10-2020 Management and Maintenance Agreement with Hope K Farms and Authorizing the Mayor to Execute
- H. Resolution 10-0620 Approving a Development Agreement with Hope K Farms LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- I. Third Reading of Ordinance 738 Rezoning 40.06 acres from A-1 Agricultural to R-1 Single Family known as Willow Hills, LLC
- J. Willow Hills Preliminary Plat
- K. Heritage at Grimes Commercial Preliminary Plat
- L. Grimes Dental Group Site Plan
- M. Destination Market Plat 5 Preliminary Plat
- N. Destination Market Plat 5, Lot 1 Site Plan
- O. Resolution 10-1920 Approving a Letter Agreement with Metro Fibernet, LLC Regarding Construction of a Fiber-To-The-Premises Network in Grimes

COUNCIL DISCUSSIONS

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

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday October 13, 2020

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

The regular meeting of the Grimes City Council was called to order by electronic meeting/Zoom on Tuesday October 13, 2020 at 5:30 P.M. Mayor Mikkelsen stated the meeting was being held electronically as provided under Iowa Code, Chapter 21.8 due to the national health emergency that makes it impossible or impractical for an in-person meeting. The Pledge of Allegiance was led by Mayor Mikkelsen.

Roll Call: Present: Mayor Scott Mikkelsen, David Gisch, Andrew Borcharding, Ryan Burger, Eric Johansen, Jill Altringer

AGENDA ITEMS

Approval of the Agenda

Mayor Mikkelsen asked for approval of the agenda.

Moved by Johansen, Second by Altringer, to approve the agenda subject to the removal and rescheduling of Item F. b. for Resolution 10-0620 approving a Development Agreement with Hope K Farms LLC Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increments Revenues to the Payment of the Agreement to a later meeting.

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

CONSENT AGENDA

A. Minutes from previous meeting B. Financial Report for Fiscal Year Ended June 30, 2020 C. Resolution 10-0120 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 57 in Brentwood Estates – 2905 NE Cherry Court D. Proclamation for Breast Cancer Awareness the Month of October E. Resolution 10-0320 Approval of Local Match for the Hazard Mitigation Grant Program for Outdoor Warning Sirens F. Alcohol License Renewals a. Casey's Class E Liquor License b. Food Depot Bar and Grill Class C Liquor License G. Request for Approval to Purchase Snow Blades from EJS Supply \$16,320.00 H. Professional Services Pay Applications: a. Pay Application #11 McClure Engineering Company for the New 1.5 MG Elevated Storage Tower – Construction Phase \$6,698.00 b. Pay Application #12 McClure Engineering Company for the Reverse Osmosis Water Treatment Plant – Phase 1 \$54,561.40 c. Pay Application #2 McClure Engineering Company for the Water System Study \$6,325.00 d. Pay Application #5 MSA Professional Services, Inc for the North Pointe Storm Sewer Extension \$1,479.00 e. Pay Application #5 MSA Professional Services, Inc for the North Sports Complex Sanitary Sewer Extension \$1,742.00 f. Fox Engineering Professional Services \$7,231.60 g. Whitfield and Eddy Law Professional Services \$12,505.00 h. Pay Application #2 Snyder & Associates, Inc for the IA 141 SB & Iowa Hwy 44 Traffic Signal and Turn Lane Improvement \$4,402.00 i. Pay Application #5 to Veenstra & Kimm, Inc for the Northwest Territory Lift Station and Forced Main Project \$5,346.00 j. Pay Application #2 to Veenstra & Kimm, Inc for the Connection Fee District Ordinances \$911.00 k. Pay Application #7 to Civil Design Advantage for Concept Planning WRA Sanitary Sewer Connection \$6,366.25 l. Pay Application #12 to Bolton & Menk, Inc for SW County Line Road Improvements Construction Services \$13,973.50 m. Pay Application #9 to Bolton & Menk, Inc for the Hwy 44 and SW County Line Road Intersection Improvements \$4,815.00 n. Pay Application #11 to Bolton & Menk, Inc for Hope Commercial Plat 1

Public Improvements Construction Services \$16,857.50 o. Pay Application to Allender Butzke Engineers Inc for Special Inspections for the Reverse Osmosis Water Treatment Plant \$2,907.15 p. Pay Request #20 to Lee Chamberlin Consultant Engineers for City of Grimes GIS Program \$12,452.50 q. Pay Request #12 to Lee Chamberlin Consultant Engineers for the SE Trailridge Road & SE Little Beaver Drive Culvert Improvements \$10,080.00 r. Pay Application #22 Veenstra & Kimm, Inc for WRA Connector \$32,958.72 I. Pay Applications a. Pay Request # 24 to Concrete Technologies Inc for the SE 37th Street at Highway 141 \$41,134.98 b. Pay Request #13 CB&I for the New 1.5 MG Elevated Water Storage Tank \$185,525.50 c. Pay Request #10 Shank Construction, Inc for the Reverse Osmosis Water Treatment Plant – Phase 1 \$663,815.63 d. Pay Application #1 to Vanderpool Construction for the North Sports Complex Sanitary Sewer Extension \$25,000.20 e. Pay Application #1 to Vanderpool Construction for the North Pointe Storm Sewer Extension \$32,856.70 f. Pay Application #11 to McAninch Corporation for Hope Commercial Plat 1 \$275,804.02 g. Pay Application #12 to Concrete Technologies Inc for SW County Line Road Improvements #517,665.26 J. Change Orders: a. Change Order #4 to McAninch Corporation for Hope Commercial Plat 1 increasing contract \$2,720.00 for pedestrian push button pedestal and footing K. Resolution 10-0220 Reconciling Discrepancy on Prairie Business Park Plat 1 and 2 and Renaming a Portion of SE 46th Street to SE 40th Street L. Contract with Iowa Department of Transportation Cooperative Agreement for Funding of One Half of Cost Associated with Hwy 44 Corridor Study M. Resolution 10-0820 to Set a Date of Public Hearing on Establishment of Master Connection Fee Ordinance for October 27, 2020 N. Resolution 10-1220 to Schedule a Date of Public Hearing on Northwest Territory Lift Station Connection Fee District Ordinance for November 10, 2020 O. Resolution 10-1120 to Schedule a Date of Public Hearing on the Northwest Territory Trunk Sewer Connection Fee Districts for November 10, 2020 P. Resolution 10-0920 PSA with Nilles Associates, Inc Kennybrook South Detention Base Reconstruction Q. MWA Amendment to Ground Lease and Operation Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property R. Finance Report S. Claims \$2,759,705.21
Moved by Johansen, Second by Borcharding, 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. Amending Provisions of the Zoning Ordinance of the City of Grimes, Iowa Regarding Parking
Development Services Director Alex Pfaltzgraff addressed the Council stating that it is the goal to modernize and bring the city Ordinances more closely in line with the standards of surrounding communities. Pfaltzgraff said that staff and the Planning and Zoning Board have rewritten and updated the requirements for how parking lots are built, ensuring good circulation, and parking standards for certain uses while making sure the amount of paved surfaces are not in excess of developer's needs.

a. Public Hearing on Zoning Ordinance of the City of Grimes, Regarding Parking

Mayor Mikkelsen opened the Public Hearing at 5:36 pm. Being no oral or written comments, the Public Hearing was closed at 5:36 pm.

a. First Reading of Ordinance 740 Regarding Parking

Council member Gisch asked if there were examples of issues that may have brought about this need for the Ordinance to be revised. Pfaltzgraff stated that one example would be specifying the minimum

required parking spaces for a day care facility. He said another example would be identifying and specifying the minimum stacking, or queuing, space needed for drive thru situations.

Motion by Johansen, Second by Altringer, to approve the First Reading of Ordinance 740 Regarding Parking.

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

B. Proposed Ordinance Amending the Heritage at Grimes Planned Unit Development (PUD)

Pfaltzgraff addressed the Council stating there are a number of items being addressed with this proposed amendment. Pfaltzgraff said one relates to the boundary of the PUD. Pfaltzgraff recommended removal of a portion of the property that would be incorporated into the Hope K Farms PUD and recommended clarifying the minimum square footage requirements for buildings in transitional land use areas.

Pfaltzgraff also recommended a reduction to the minimum lot sizes for twelve lots on the north side of NE 21st. Pfaltzgraff noted a situation where certain fence styles were approved prior to the amendment and some later on. He said this has caused confusion for homeowners applying for fence permits.

Pfaltzgraff said to remedy this, staff is recommending that fence requirements be clarified, and that the requirement to provide a specific type or brand of iron ornamental fence is removed. He said staff feels that the PUD does not need to be granular enough to require certain manufacturer and picket style, and that any brand of ornamental fence will be appropriate.

a. Public Hearing Amending the Heritage at Grimes Planned Unit Development

Mayor Mikkelsen opened the Public Hearing at 5:44 pm. Being no oral or written comments, the Public Hearing was closed at 5:44 pm.

a. First Reading of Ordinance 742 Amending the Heritage at Grimes Planned Unit Development

Motion by Gisch, Second by Borcharding, to approve the First Reading of Ordinance 742 Amending the Heritage at Grimes Planned Unit Development.

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

C. Proposed Rezoning of Property Generally Located North of West 1st Street and West of Hwy 141 from A-1 Agricultural to R-4 Planned Unit Development

Pfaltzgraff said the applicant is requesting approval of a rezoning to Planned Unit Development (PUD) which will allow for the construction of a mixed-use commercial and entertainment development west of HWY 141, south of Beaverbrooke Blvd and North of HWY 44. The development in total is approximately 170 acres in size. Pfaltzgraff said the development will provide for 3 distinct areas for development; Commercial, Mixed Use, and Single Family.

a. Public Hearing on Proposed Rezoning of Property Generally Located North of West 1st Street and West of Hwy 141 from A-1 Agricultural and R-4 Planned Unit Development to R-4 Planned Unit Development

Mayor Mikkelsen opened the Public Hearing at 5:54 pm. Chris Watkins, Raccoon Valley Bank, Market President, addressed the Council. Watkins stated the bank believes the proposed rezoning and amendment to the Comprehensive Plan to create a primarily commercial environment in this area is going to be detrimental to the bank's prospects for growth in the Grimes market. Watkins cited the historically sporadic growth of commercial development compared to steady progression typically seen with residential construction. Watkins noted that the bank made their decision to make a significant investment in Grimes based on the 2018 Comprehensive Plan reflecting extensive additional residential development west of 1051 NE Gateway Drive, believing that to be an excellent site to serve the residential growth on the north side of Grimes. Mayor Mikkelsen thanked Watkins for his participation

and comments. Being no other oral or written comments, the Public Hearing was closed at 5:56 pm. Council Member Johansen also expressed appreciation for Watkins sharing the bank's concerns with the Council. Johansen noted that the product type that had originally been planned was not proving to be marketable, the property then changed ownership and the new owner is exercising his prerogative to present a different plan. As a Council Member, Johansen said his responsibility was to consider if a proposal meshes with what has been already been built, as well as considering what is the highest and best use for the land. Johansen noted since the location is along some of the most trafficked roads in the community, he felt the opportunity for the type of development in this proposal was better suited for this area over any other in Grimes. Mayor Mikkelsen said he felt the community was seeing a tremendous opportunity to grow the entertainment and services available to the residents and expressed appreciation for all the time and efforts of many departments and individuals that went into this process. Council Member Altringer noted that while the initial land use proposal fit almost a decade ago, that plan did not work with the current environment and needed to be redirected. Council Member Borcharding noted that Planning and Zoning Board was also in support of the proposal. Council Member Gisch noted that he lives near the area concerned, and understands how things can change over time from initial plans when building next to undeveloped property.

a. First Reading of Ordinance 743 on Proposed Rezoning of Property Generally Located North of West 1st Street and West of Hwy 141 from A-1 Agricultural and R-4 Planned Unit Development to R-4 Planned Unit Development

Motion by Johansen, Second by Altringer to approve the First Reading of Ordinance 743.

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

D. Resolution 10-0520 Approving the Amended Snow and Ice Policy

City Administrator Jake Anderson introduced Interim Public Works Director John Gibson to provide the update on the Amended Snow and Ice Policy. Gibson stated there were not a lot of significant changes from the policy that was approved last year; however, they did clean up some of the language and removed some day to day administrative details that were not relevant to include in a Resolution document. Gibson noted one change was that it would be the City Administrator or designee that would be responsible for determining when a snow or ice event would require vehicles to be removed from street parking. Additionally, it would be Public Works that coordinates with Polk County Sheriff's Department and inform them when to start enforcement. Gibson also noted that the definition of extended blizzard conditions would be any snow event with more than 6 inches of snow with additional snow and high winds expected. Gibson added that a map and identification of the priority roads are detailed in the plan.

Motion by Johansen, Second by Gisch to approve Resolution 10-0520 approving the amended Snow and Ice Policy.

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

E. Resolution 10-0720 Setting a Date for Public Hearing on an Urban Renewal Plan Amendment for November 10, 2020

City Administrator Anderson stated that during Strategic Planning sessions this fall, there was discussion on utilizing Tax Increment Financing (TIF) to reimburse the general fund for Urban Renewal Administration and Economic Development activities. Anderson advised that staff, along with legal counsel have drafted an Urban Renewal Plan to facilitate this request.

Motion by Johansen, Second by Altringer to set the date for Public Hearing on an Urban Renewal Plan Amendment for November 10, 2020.

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

F. Hope K Farms LLC

City Administrator Anderson said in September, Council set a Public Hearing to consider a Development Agreement with Hope K Farms LLC. He said the Development Agreement will provide financial assistance, in the form of Tax Increment Financing, to fund infrastructure associated with the Hope Entertainment District.

a.Public Hearing on Proposed Development Agreement with Hope K Farms LLC

Mayor Mikkelsen opened the Public Hearing at 6:19 pm. Being no oral or written comment, Mayor Mikkelsen closed the Public Hearing at 6:19 pm.

Removed from Agenda: To be rescheduled

b.Resolution 10-0620 Approving a Development Agreement with Hope K Farms LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

G. Resolution 10-1020 to Enter into 28E Agreement with Des Moines Metropolitan Wastewater Reclamation Authority for the Financing, Design and Construction of the Grimes Connector Sewer

Alex Pfaltzgraff addressed the Council stating that following approval of the Grimes membership Agreement with the WRA, this is an additional 28E that is needs to be entered into. This particular 28E covers details related to the financing, design and construction of the connector project

Motion by Gisch, Second by Burger to approve Resolution 10-1020 to enter into a 28E agreement with Des Moines Metropolitan Wastewater Reclamation Authority for the Financing, Design and Construction of the Grimes Connector Sewer.

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

COUNCIL DISCUSSIONS

1. Mayor's Report –

Mayor Mikkelsen noted that Brian Buethe, President of Grimes Chamber and Economic Development, in conjunction with the Johnston Chamber, recently hosted a virtual bus tour that explored a number of recent developments and building projects in both cities. Mayor Mikkelsen said the event was held at the R & R warehouse, and Buethe, with the assistance of many staff and developers, had a video created by Vine Productions that he presented to highlight the many projects. Mayor Mikkelsen expressed appreciation for all the contributions and efforts that went into this production and recommended that everyone find an opportunity to view the video when possible.

2. City Staff's Report –

Jake Anderson reminded the Council of an upcoming discussion about raising poultry in the city limits and that public works has been in the process of acquiring a solar speed sign. Anderson also noted the fly-over bridge was expected to open up this Friday. Anderson also introduced Brian Becker who recently joined the staff as the Park and Recreation Director. Mayor Mikkelsen also welcomed Becker to the city.

3. Council Reports-

Council Member Altringer noted that the Council would need to have a discussion regarding DART soon. Council Member Johansen asked that staff look into a recent increase in the issue of trash being blown out into the streets with the recent high winds. Johansen said he has heard a number of residents concerned that the collection process seems less effective than previously with containing debris. Council Member Gisch noted that the practice of bagging trash rather than leaving it lying loose in the cans would be a major deterrent to the problem.

ADJOURN

Motion by Altringer, Second by Johansen to adjourn the meeting at 6:28 pm.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

ABD License Ownership Update:

Casey's # 2520: 206 E. 1st Street
Casey's # 3507 951 SE Gateway Drive
Casey's # 3746: 1650 NE Beaverbrooke Blvd

ABD License Renewals:

Casey's # 3746: 1650 NE Beaverbrooke Blvd.
Kwik Star # 1024: 1450 NE Gateway Court
Stevie C's: 202-204 S Main
Uptown Bar & Grill: 201 S. Main

CASEY'S MARKETING COMPANY

Federal Tax I.D. 42-1435913

Date of Incorporation: March 15, 1995

Effective 9/16/20

OFFICERS

Samuel J. James, President & Chairman
One SE Convenience Blvd.
Ankeny, IA 50021

Brian J. Johnson, Vice President
One SE Convenience Blvd.
Ankeny, IA 50021

Julia L. Jackowski, Secretary
One SE Convenience Blvd.
Ankeny, IA 50021

James R. Pistillo, Treasurer
One SE Convenience Blvd.
Ankeny, IA 50021

Douglas M. Beech, Assistant Secretary
One SE. Convenience Blvd.
Ankeny, IA 50021

BOARD OF DIRECTORS

Samuel J. James, Chairman
One SE Convenience Blvd.
Ankeny, IA 50021

Brian J. Johnson
One SE Convenience Blvd.
Ankeny, IA 50021

Julia L. Jackowski
One SE Convenience Blvd.
Ankeny, IA 50021

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**MINUTES OF ACTION BY WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
CASEY'S MARKETING COMPANY**

Pursuant to Section 490.821 of the Iowa Business Corporation Act, and Article III, Section 10 of the Bylaws of Casey's Marketing Company (the "**Company**"), the undersigned, constituting all Directors of the Company, hereby unanimously consent to and adopt the following resolution and declare it to be in full force and effect as if adopted at a regular or specially held meeting of the Board of Directors of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected to serve as officers of the Company until their successors are elected and qualified:

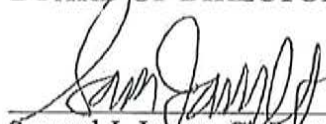
President:	Samuel J. James
Vice-President:	Brian J. Johnson
Secretary:	Julia L. Jackowski
Asst. Secretary:	Douglas M. Beech
Treasurer:	James R. Pistillo

FURTHER RESOLVED, that the following persons are authorized to execute any and all contracts, agreements, documents and other written instruments (collectively "**Written Instruments**") for and on behalf of the Company, which signature is sufficient to bind the Company thereto: Julia L. Jackowski, Christopher L. Jones, Thomas P. Brennan, Michelle Wickham, Brad Haga, Edmund Vaske and Nathaniel Doddridge. The signatory authority of any Written Instruments executed by such persons prior to the date below is hereby ratified and approved.

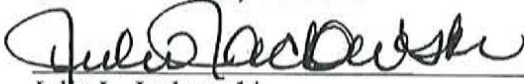
* * * * *

Dated and effective as of September 22, 2020.

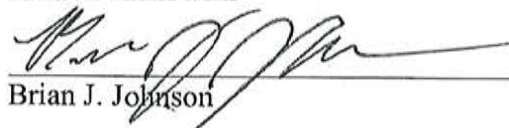
BOARD OF DIRECTORS:



Samuel J. James, Chairman



Julia L. Jackowski



Brian J. Johnson

Applicant License Application (LE0003082)

Name of Applicant: <u>CASEY'S MARKETING</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #2520</u>		
Address of Premises: <u>206 E 1ST ST</u>		
City <u>Grimes</u>	County: <u>Polk</u>	Zip: <u>50111</u>
Business	(515) 986-5969	
Mailing	<u>PO BOX 3001</u>	
City <u>ANKENY</u>	State <u>IA</u>	Zip: <u>50021</u>

Contact Person

Name	<u>JESSICA FISHER-COMSTOCK, STORE OPERATIONS</u>		
Phone:	<u>(515) 446-6404</u>	Email	<u>JESSICA.FISHER@CASEYS.COM</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 06/01/2021

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

42-0935283 CASEY'S GENERAL STORE INC.

First Name: 42-0935283

Last Name: CASEY'S GENERAL STORE, INC.

City: ANKENY

State: Iowa

Zip: 50021

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA

Last Name: JACKOWSKI

City: URBANDALE

State: Iowa

Zip: 50322

Position: SECRETARY

% of Ownership: 0.00%

U.S. Citizen: Yes

JAMES PISTILLO

First Name: JAMES

Last Name: PISTILLO

City: URBANDALE

State: Iowa

Zip: 50323

Position: TREASURER

% of Ownership: 0.00%

U.S. Citizen: Yes

Applicant License Application (LE0002797)

Name of Applicant: <u>CASEY'S MARKETING</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #3507</u>		
Address of Premises: <u>951 SE GATEWAY DR</u>		
City <u>Grimes</u>	County: <u>Polk</u>	Zip: <u>50111</u>
Business	<u>(515) 446-6404</u>	
Mailing	<u>PO BOX 3001</u>	
City <u>ANKENY</u>	State <u>IA</u>	Zip: <u>50021</u>

Contact Person

Name <u>JESSICA FISHER-COMSTOCK, STORE OPERATIONS</u>	
Phone: <u>(515) 446-6404</u>	Email <u>JESSICA.FISHER@CASEYS.COM</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 11/28/2021

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

42-0935283 CASEY'S GENERAL STORE INC.

First Name:	<u>42-0935283</u>	Last Name:	<u>CASEY'S GENERAL STORE, INC.</u>	
City:	<u>ANKENY</u>	State:	<u>Iowa</u>	Zip: <u>50021</u>
Position:	<u>OWNER</u>			
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	Yes	

Julia Jackowski

First Name:	<u>Julia</u>	Last Name:	<u>Jackowski</u>	
City:	<u>Urbandale</u>	State:	<u>Iowa</u>	Zip: <u>50322</u>
Position:	<u>Secretary</u>			
% of Ownership:	<u>0.00%</u>	U.S. Citizen:	Yes	

James Pistillo

First Name:	<u>James</u>	Last Name:	<u>Pistillo</u>	
City:	<u>Urbandale</u>	State:	<u>Iowa</u>	Zip: <u>50323</u>
Position:	<u>Treasurer</u>			
% of Ownership:	<u>0.00%</u>	U.S. Citizen:	Yes	

Applicant License Application (LE0003170)

Name of Applicant: CASEY'S MARKETING

Name of Business (DBA): CASEY'S GENERAL STORE #3746

Address of Premises: 1650 NE BEAVERBROOKE BLVD

City Grimes

County: Polk

Zip: 50111

Business (515) 300-3265

Mailing PO BOX 3001

City ANKENY

State IA

Zip: 50021

Contact Person

Name JESSICA FISHER-COMSTOCK, STORE OPERATIONS

Phone: (515) 446-6404

Email

JESSICA.FISHER@CASEYS.COM

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 12/14/2020

Expiration Date: 12/13/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: Publicly Traded Corporation

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

**42-0935283 CASEY'S GENERAL
STORE INC.**

First Name: 42-0935283

Last Name: CASEY'S GENERAL STORE, INC.

City: ANKENY

State: Iowa

Zip: 50021

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN

Last Name: SOUPENE

City: ANKENY

State: Iowa

Zip: 50023

Position: VICE-PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA

Last Name: JACKOWSKI

Applicant License Application (BC0030806)

Name of Applicant: <u>Kwik Trip, Inc.</u>		
Name of Business (DBA): <u>Kwik Star #1024</u>		
Address of Premises: <u>1450 NE Gateway Ct</u>		
City <u>Grimes</u>	County: <u>Dallas</u>	Zip: <u>50111</u>
Business	<u>(515) 300-9348</u>	
Mailing	<u>PO Box 2107</u>	
City <u>La Crosse</u>	State <u>WI</u>	Zip: <u>54602</u>

Contact Person

Name	<u>Deanna Hafner</u>		
Phone:	<u>(608) 793-6262</u>	Email	<u>DHafner@kwiktrip.com</u>

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 12/17/2020

Expiration Date: 12/16/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Donald Zietlow

First Name:	<u>Donald</u>	Last Name:	<u>Zietlow</u>	
City:	<u>Onalaska</u>	State:	<u>Wisconsin</u>	Zip: <u>54650</u>
Position:	<u>President</u>			
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	<u>Yes</u>	

Thomas Reinhart

First Name:	<u>Thomas</u>	Last Name:	<u>Reinhart</u>	
City:	<u>Onalaska</u>	State:	<u>Wisconsin</u>	Zip: <u>54650</u>
Position:	<u>Secretary</u>			
% of Ownership:	<u>0.00%</u>	U.S. Citizen:	<u>Yes</u>	

Jeffrey Wrobel

First Name:	<u>Jeffrey</u>	Last Name:	<u>Wrobel</u>	
City:	<u>La Crosse</u>	State:	<u>Wisconsin</u>	Zip: <u>54601</u>

Applicant License Application (LC0040517)

Name of Applicant: <u>Stevie C's, Inc</u>		
Name of Business (DBA): <u>Stevie C's</u>		
Address of Premises: <u>202-204 S Main</u>		
City <u>Grimes</u>	County: <u>Polk</u>	Zip: <u>50111</u>
Business	<u>(515) 250-9630</u>	
Mailing	<u>202-204 S Main</u>	
City <u>Grimes</u>	State <u>IA</u>	Zip: <u>50111</u>

Contact Person

Name <u>John Cavanaugh</u>	
Phone: <u>(515) 240-1784</u>	Email <u>jb7277@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 12/15/2020

Expiration Date: 12/14/2021

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

John Cavanaugh

First Name: John

Last Name: Cavanaugh

City: Grimes

State: Iowa

Zip: 50111

Position: president

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Applicant License Application (LC0038829)

Name of Applicant: <u>SL Hiatt, Inc.</u>		
Name of Business (DBA): <u>Uptown Bar & Grill</u>		
Address of Premises: <u>201 S Main</u>		
City <u>Grimes</u>	County: <u>Polk</u>	Zip: <u>50111</u>
Business	<u>(515) 986-1447</u>	
Mailing	<u>101 SE 2nd St</u>	
City <u>Grimes</u>	State <u>IA</u>	Zip: <u>50111</u>

Contact Person

Name <u>Jacque</u>	
Phone: <u>(515) 202-3924</u>	Email <u>jblackman@grimesfinancialgroup.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 12/02/2020

Expiration Date: 12/01/2021

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Sherri Hiatt

First Name: <u>Sherri</u>	Last Name: <u>Hiatt</u>
City: <u>Slater</u>	State: <u>Iowa</u> Zip: <u>50244</u>
Position: <u>Owner</u>	
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Invoice

REC'D OCT 13 2020

Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

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

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

WATS (800) 747-2025

INVOICE NUMBER: 0777894-IN

INVOICE DATE: 10/9/2020

ORDER NUMBER: 0078880

ORDER DATE: 10/5/2020

SHIP DATE: 10/5/2020

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O. 1998		JOB NAME		SHIP VIA KENT		TERMS NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT	
I4S5GLXX 1" IPERL 1000G MTR SM 25' 3W	EACH	18.00	0.00	18.00	202.000	0.00	
I2S5GMXX 3/4S 100G IPERL MTR SM 25' 3WI	EACH	48.00	48.00	0.00	130.000	6,240.00	
M510MF13W3WMI DUAL PORT WIRED SMART POINT	EACH	81.00	81.00	0.00	171.000	13,851.00	
C38-442.625NL 1" NL METER COUP 2 5/8" LONG	EACH	45.00	45.00	0.00	20.700	931.50	
C38-232.5NL 3/4" MTR COUP 2 1/2" LONG	EACH	100.00	100.00	0.00	13.400	1,340.00	

ORDER# 78880

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

Net Invoice: 22,362.50

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 22,362.50



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within storm sewer and surface water flowage easement for Beaverbrooke West Plat Nine Lot 65.

SYNOPSIS: The owner of 1400 NW Sunset Lane has requested approval to install a fence within the storm sewer and surface water flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the storm sewer and surface water flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve storm sewer and surface water flowage easement for Beaverbrooke West Plat Nine

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within storm sewer and surface water flowage easement for Beaverbrooke West Plat Nine Lot 65.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM SEWER AND
SURFACE WATER FLOWAGE EASEMENT FOR
LOT 65 IN BEAVERBROOKE WEST PLAT NINE
1400 NW SUNSET LANE

WHEREAS, the owners of Lot 65 in Beaverbrooke West Plat Nine in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within storm sewer and surface water flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within storm sewer and surface 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 sewer and surface water flowage easement ("Consent and Agreement") regarding Lot 65, Beaverbrooke West Plat Nine, 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
Taxpayer Information: City of Grimes 505 NE Harvey Street, Grimes, IA 50111 (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 Rodney and Terry Brown (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 65 of Beaverbrooke West Plat Nine (1400 NW Sunset Lane), 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 sewer and surface water flowage easement, dated November 12, 2013 recorded on November 26, 2013, in Book 15039, Page 148, 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 12 day of October, 2020

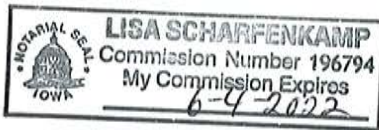
PROPERTY OWNERS

Rodney Brown
Rodney Brown

Terry Brown
Terry Brown

STATE OF IOWA)
COUNTY OF Polk) SS

On this 12th day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rodney Brown, 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.

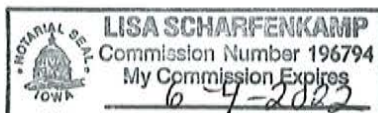


Lisa Scharfenkamp
Notary Public in and for the
State of Iowa

My Commission expires 6-4-2022

STATE OF IOWA)
COUNTY OF Polk) SS

On this 12th day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Brown, 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.



Lisa Scharfenkamp
Notary Public in and for the
State of Iowa

My Commission expires 6-4-2022

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 _____

EXHIBIT A

EASEMENT AREA

A 4' black chainlink fence has been proposed to be constructed in a storm sewer and surface water flowage easement on Lot 65 of Beaverbrooke West Plat Nine (1400 NW Sunset Lane) in accordance to permit number FN-20-06920.



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

AGENDA MEMO

For Meeting of October 13, 2020

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within storm water flowage easement for Heritage Station Crossing Plat 1 Lot 51.

SYNOPSIS: The owner of 1116 NE Cypress 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 Heritage Station Crossing Plat 1

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 Heritage Station Crossing Plat 1 Lot 51.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM WATER
FLOWAGE EASEMENT FOR
LOT 51 IN HERITAGE STATION CROSSING PLAT 1
1116 NE CYPRESS CIRCLE

WHEREAS, the owners of Lot 51 in Heritage Station Crossing Plat 1 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 51, Heritage Station Crossing Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

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

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 NE Harvey Street, Grimes, IA 50111 (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 Bryan and Paige Mueller (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 51 of Heritage Station Crossing Plat 1 (1116 NE Cypress 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 9, 2018 recorded on August 24, 2018 in Book 17052, Page 344, 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 05 day of October, 2020

PROPERTY OWNERS



Bryan Mueller

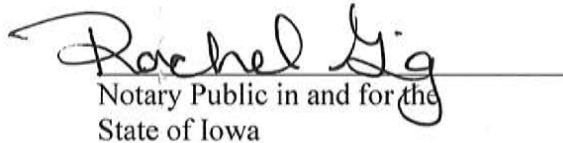


Paige Mueller

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 05 day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bryan Mueller, 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.

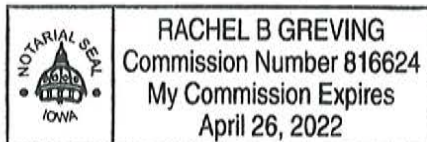


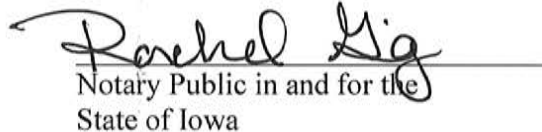

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 05 day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paige Mueller, 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 Apr. 26, 2022

CITY OF GRIMES

By: 
Scott Mikkelsen, Mayor

Attest:


Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 13 day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 6' PVC fence has been proposed to be constructed in a storm water flowage easement on Lot 51 of Heritage Station Crossing Plat 1 (1116 NE Cypress Circle) in accordance to permit number FN-20-06921.



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement and storm sewer easement for Autumn Park Plat 5 Lot 42.

SYNOPSIS: The owner of 300 NW Beechwood Drive has requested approval to install a fence within the overland flowage easement and storm sewer easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement and storm sewer easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement and storm sewer easement for Autumn Park Plat 5

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement and storm sewer easement for Autumn Park Plat 5 Lot 42.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT AND STORM SEWER EASEMENT FOR
LOT 42 IN AUTUMN PARK PLAT 5
300 NW BEECHWOOD DRIVE

WHEREAS, the owners of Lot 42 in Autumn Park Plat 5 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement and storm sewer easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement and storm sewer easement ("Consent and Agreement") regarding Lot 42, Autumn Park Plat 5, 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

EXHIBIT A

EASEMENT AREA

A 4' black chainlink fence has been proposed to be constructed in an overland flowage easement and storm sewer easement on Lot 42 of Autumn Park Plat 5 (300 NW Beechwood Drive) in accordance to permit number FN-20-06922.

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 NE Harvey Street, Grimes, IA 50111 (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 Travis and Kendra Ziemke (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 42 of Autumn Park Plat 5 (300 NW Beechwood 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 May 10, 2016 recorded on July 5, 2016, in Book 16076, Page 280, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain storm sewer easement, dated May 10, 2016 recorded on July 5, 2016, in Book 16076, Page 290, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
4. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area,

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

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

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

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

Signed this 20th day of October, 2020

PROPERTY OWNERS



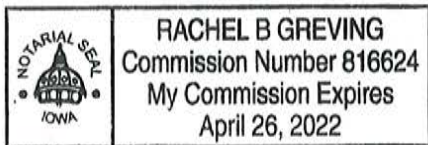
Travis Ziemke



Kendra Ziemke

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 20th day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Travis Ziemke, 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 Apr. 26, 2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 20th day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kendra Ziemke, 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.



Rachel B. Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 28, 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 _____

TO: City Council
FROM: Erik Fisk, HR Director
DATE: 10/22/20
RE: Recreation Coordinator



AGENDA HEADING: Resolution Approving Job Description and Creating New Position of Recreation Coordinator

SYNOPSIS: The Grimes Parks and Recreation Director and Human Resources Director have analyzed the Department's needs in light of existing programs (see attached list) and anticipated programs for upcoming years.

Upcoming short-term plans including transitioning the existing Administrative Assistant's duties from 50% programming/50% administration to 90% administrative support for the Department, growing existing program offerings (including adult programs), and analyzing underperforming programs for improvements. Given the department's existing two-employee roster, the Recreation Coordinator will also provide daily coverage for the Community Center facility.

FISCAL IMPACT:

The position was previously budgeted for in fiscal year 2021. Given the eliminated Recreation and Facility Manager position in April 2020 and previous budgeting for this position, staff anticipates a positive impact to the Parks and Recreation budget.

PREVIOUS COUNCIL ACTION(S):

None.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the new position so the Parks and Recreation Director can post and recruit for the position.

**RESOLUTION 10-1620 APPROVING JOB DESCRIPTION AND CREATING NEW
POSITION OF RECREATION COORDINATOR**

WHEREAS, the City of Grimes, Polk County, Iowa, is a duly organized Municipal Corporation; and

WHEREAS, the Parks and Recreation Director has determined, in consultation with the Human Resources Director, that the Parks and Recreation Department needs a Recreation Coordinator to oversee all programs out of the Grimes Community Center and all special programs;

WHEREAS, the Human Resources Director has composed a job description and determined a pay range based on the City's comparators;

WHEREAS, the City Council finds these positions appropriate and justified in light of the strategic objectives identified in the annual strategic plan; and

WHEREAS, the job description (including pay range) is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that it hereby approves the job descriptions for Parks and Recreation – Recreation Coordinator.

PASSED AND APPROVED this 27th day of October, 2020.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

Recreation Coordinator – GCC and Special Events

Youth Programs

- Curtain Call Kids Classes
- Youth Taekwondo
- Bounce and Play
- Family Open Gym
- Courage League Sports
- Gymnastics
- Magic with Elias
- Safety City
- Summer Adventures Field Trips
- Kids Create Art Classes

Adult Programs

- Boot Camp Fitness
- Dance Classes
- Family Open Gym
- Jazzercise
- Taekwondo Classes
- Yoga
- 6v6 Women's League

Special Events

- Arbor Day
- Grimes Giving Garden
- Grimes City Wide Garage Sales
- Governors District Kiddie Parade
- Shade Grimes
- Halloween Fest

GCC Master Schedule

- Schedule Part Time Staff

Create New GCC Programs and City-Wide Special Events



City of Grimes Job Description

A. Position Title	Location
Recreation Coordinator – Parks & Recreation	Grimes Community Complex

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Parks and Recreation	To: Click here to enter text.
Reports to:	Parks and Recreation Director	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Non-exempt
Civil Service:	N/A	Hourly/Monthly Pay: \$21.07 - \$27.97/hour

C. Job Description Summary

The Recreation Coordinator plans, directs, and coordinates comprehensive recreational and leisure programs, events and facilities within the City of Grimes.

D. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.

Plans, coordinates, supervises, and instructs various existing recreational programs, including youth and adult sports, programs and special events along with the Parks and Recreation Director. Also researches and creates new programming based on need or wants by the community.

Leads and directs part-time staff and volunteers through trainings to help deliver a high quality to programming.

Prepares facility, fields, and equipment for all recreation programming and events to make sure all participants' needs are met and facility and equipment are safe and presentable.

Conducts program evaluations to determine participation level and quality of each program/event.

Works closely with area recreation agencies to assure the proper development of programs in all areas.

Participates in agency planning, research and training, budget and action plan preparation. Maintaining necessary records and submits required reports by deadline

Helps the Department maintain participation and coaching information, processing payments for programming and sports, processing facility income and park field rental income, and provides for timely submission of biweekly staff payroll.

Attends and participates in various City and community meetings as needed. Attends workshops, seminars and clinics to provide for professional development.

Performs other duties as assigned.

E. Periodic Job Duties/Responsibilities

Assists full-time and part-time GCC Staff by providing for the daily opening, closing as needed, administration, maintenance, and repair of the Grimes Community Complex. Will also help with the preparation and set up of event space, including signage and directional signs for scheduled events, sometimes outside of normal day office hours, including nights and weekends.

--

F. Qualifications

Education/Experience:	Requires a high school diploma or GED and three years of related experience and/or training. A college degree in recreation or a related field may be substituted for the required 3 years experience. May also be an equivalent combination of education and experience.
Skills:	Proficiency with keyboarding and computer software including word processing, spreadsheets, email, databases and internet research.
Knowledge	Reasoning ability to solve practical problems. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule format. Ability to work with Microsoft Office products.
Licenses/Certifications:	Valid Iowa drivers' license. CPR, First Aid, and AED Certification is recommended.

G. Working Conditions

Lifting/Physical Requirements:	Light work exerting up to 50lbs of force frequently and/or a negligible amount of force constantly to move and set-up equipment. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to have access to various work sites throughout the City and out of the area. Ability to stand or sit, walk, use hand/fingers to handle or feel, talk/hear, see and repetitive motion. Occasional bending, twisting, turning, and squatting in implementing, setting up and leading activities and/or programs
Other Conditions:	-Climate controlled office. -Position requires outdoor work with heat, cold, precipitation, and the results of weather and nature may be encountered. -Standard work hours must be flexible and include evenings and weekends and will be greater than 40 hours per week for a large percentage of the year.

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

October 15, 2020

Alex Pfaltzgraff
Development Services Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

GRIMES, IOWA
WRA GRIMES CONNECTOR
AMENDMENT TO AGREEMENT
TRUNK SEWER EXTENSION

Enclosed are two copies of the proposed Second Amendment to the Agreement between Veenstra & Kimm, Inc. for the WRA Connector project. The Amendment to Agreement adds to the project the design and construction engineering services for the City of Grimes trunk sewer that will be located along a portion of the WRA connector force main. The trunk sewer would start with a connection to the existing sanitary sewer near the west end of NW Gabus Dr. and extend west to the force main and southwesterly along the force main to a point near the northwest corner of the Dallas Center Grimes High School property.

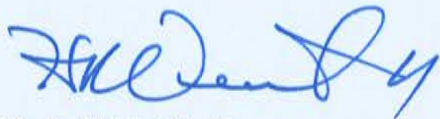
The intent is for the design of the trunk sewer to be incorporated in the plan drawings for the force main and to be constructed simultaneously with the force main. While the two projects will be constructed simultaneously, the writer has structured the Second Amendment to Agreement so the engineering services would be separate from the engineering services associated with the WRA connector. The City of Grimes is using a Planning & Design Loan to fund the design of the WRA connector. The trunk sewer is intended to provide service to a future development area would generally not be eligible for SRF loan participation. The writer is proposing a separate fee component for the trunk sewer to allow it to be easily distinguished from the SRF eligible WRA connector. The same approach will be used in the plans and specifications so the cost of the trunk sewer can easily be separated from the cost of the force main.

The proposed Second Amendment to Agreement is being transmitted to the City of Grimes for review and comment.

Alex Pfaltzgraff
October 15, 2020
Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:paj
128107
Enclosure

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF GRIMES, IOWA WRA CONNECTOR TRUNK SEWER EXTENSION

THIS SECOND AMENDMENT TO AGREEMENT, made this _____ day of _____, 2020, by and between the **CITY OF GRIMES, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH, THAT WHEREAS, in an Agreement dated February 26, 2019 the City retained the services of the Engineers to provide design and construction related engineering services for the WRA Connector, and

WHEREAS, the alignment selected for the force main portion of the Project follows a natural draw extending from southwesterly toward the northwest corner of the Dallas Center-Grimes High School property, and

WHEREAS, the City has determined it appropriate to construct a trunk sewer along the same corridor as the force main to provide sewer service to an area located north of Highway 44 that currently does not have sanitary sewer service, and

WHEREAS, the alignment study completed on behalf of the City recommended the force main and sanitary sewer be constructed along parallel alignments and be constructed simultaneously, and

WHEREAS, the design of the force main portion of the WRA Connector is nearing completion, and

WHEREAS, for the force main and trunk sewer to be constructed simultaneously the design of the trunk sewer needs to be completed and the design incorporated in the construction plans for the force main, and

WHEREAS, due to the nature of funding of the WRA Connector force main and the trunk sewer the trunk sewer will need to be integrated with the WRA Connector but kept separate for financing purposes, and

WHEREAS, the City desires to retain the services of the Engineers to provide design and construction engineering services for the City Trunk Sewer Extension that will be constructed adjacent to a portion of the WRA Grimes Connector Force Main.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Agreement dated February 26, 2019 as amended on September 22, 2020 be further amended by the following additions, deletions and modifications to wit:

1. Under 1. SCOPE OF PROJECT add the following:

"B. The Scope of Project under this Second Amendment to Agreement includes a gravity trunk sewer that will start with a connection to the existing City sanitary sewer in the vicinity of the west end of NW Gabus Dr. and extend westerly to the alignment of the force main of the WRA Connector and southwesterly along the alignment of the force main to a point near the northwest corner of the Dallas Center-Grimes High School property, with said trunk sewer being approximately 7,200 feet in length."

2. Under 2. SCOPE OF SERVICES add the following:

"D. Gravity Trunk Sewer. The scope of services for the gravity trunk sewer incorporated in the Project under this Second Amendment to Agreement shall generally coincide with the scope of services set forth in the Agreement dated February 26, 2019 for the WRA Connector as modified based on the limited scope of the Project as set forth in Phase 2 – Design and Phase 3 – Construction Engineering Services."

3. Under 6. COMPENSATION add the following:

"D. The fee for Phase 2 – Design for the gravity trunk sewer under this Second Amendment to Agreement shall be on the basis of the Engineers standard hourly fees for personnel actually engaged in the Project, plus reimbursement of direct out of pocket expenses. The maximum fee for engineering services for Phase 2 – Design under this Second Amendment to Agreement shall not exceed the sum of Thirty-one Thousand Dollars (\$31,000).

E. The fee for Phase 3 – Construction Engineering Services for the gravity trunk sewer under this Second Amendment to Agreement shall be on the basis of the Engineers standard hourly fees for personnel actually engaged in the Project, plus reimbursement of direct out of pocket expenses. The maximum fee for engineering services during Phase 3 for the trunk sewer under this Second Amendment to Agreement shall not exceed the sum of Thirty-five Thousand Dollars (\$35,000)."

4. Except as amended herein the Agreement dated February 26, 2019, as amended, shall remain in full force and effect.

The undersigned do hereby covenant and state that this Second Amendment to Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Second Amendment to Agreement nor have any of the above been implied by or for any party to this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF GRIMES, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Chairman

By  _____

**AMENDMENT NO. 1 TO THE
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
Concept Planning
WRA Sanitary Sewer Connection
City of Grimes, Iowa**

THIS Amendment is made and entered into this 27th day of October, 2020, to the Contract for Professional Engineering Services dated January 28th, 2020 between the City of Grimes, Iowa, hereinafter referred to as the "Owner", and Civil Design Advantage hereinafter referred to as the "Consultant".

This Amendment is associated with additional services for the Concept Planning WRA Sanitary Sewer Connection Project. This amendment is intended to cover acquisition plat preparation services.

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree to amend the Contract for Professional Engineering Services as follows:

III. SCOPE OF SERVICES, SECTION B, BASIC ENGINEERING SERVICES

Add Acquisition Plat task to the original scope of services as follows:

Acquisition Plat Preparation

CDA shall prepare acquisition plat(s) for each parcel as necessary to define the necessary right of way for the sanitary sewer corridor.

Acquisition plat preparation includes:

- Research for establishing ROW and property lines
- Field survey locating section corners/property pins/fences
- Calculate property lines and ROW lines for easements
- Prepare temporary and permanent easements plats (for estimating purposes, CDA has assumed 11 plats)
- One-time easement staking for property owner/City review

IV. TIME OF BEGINNING AND COMPLETION, shall be amended as follows:

Add, all acquisition plats are anticipated to be prepared and completed in 2020.

V. **FEES AND PAYMENTS**

Replace Section A, Paragraph 3 with the following:

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract and Amendment, shall be a maximum not-to-exceed fee of \$ 64,660 (sixty-four thousand six hundred sixty dollars). Refer to Exhibit D for Staff hour/Fee Estimate.

• Original Design Contract (Not-to-exceed)	\$ 44,660
• Amendment #1 (Acquisition Plat Preparation)	<u>\$ 20,000</u>
Total Revised Contract Amount	\$ 64,660

The Contract (dated January 28, 2020) and this Amendment expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

All other terms of the Contract dated January 28, 2020 shall remain unchanged and unaffected by this Amendment.

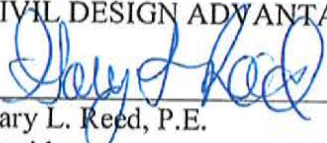
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF GRIMES, IOWA

Mayor

ATTEST:

CONSULTANT
CIVIL DESIGN ADVANTAGE



Gary L. Reed, P.E.
President

Exhibit 'D'

Estimate of Hours by Task/Employee Classification
Concept Planning Services
WRA Sanitary Sewer Connection
City of Grimes, Iowa
10/19/2020

	Principal	Project Manager	Project Designer	Design Technician	CADD Operator	Construction Observer	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
I. BASIC SERVICES										
Design Meetings		8	8							\$2,560
Base Mapping		8	32	32						\$8,640
Force Main Alignment Alternatives		8		16						\$2,800
Typical Section		8		16						\$2,800
Gravity Sewer Service Area Analysis		16	24							\$6,240
Concept Planning		24	120							\$21,120
Acquisition Plat Preparation *										\$20,000
Subtotal										\$64,160
Estimated Expenses										\$500
Total 'Not-to-Exceed' Amount										\$64,660

* Acquisition Plat Preparation includes:

Research for establishing right-of-way and property lines
Field survey for locating section corners, property pins and fences
Calculate property lines and ROW lines for easements
Preparation of up to 11 temp/permanent easements
One-time staking of easements for property owner/City review
Assume City will notify property owner(s) prior to any survey work
Assume V&K will provide easement linework based on their sewer design
No topographic survey included

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

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

PROJECT NO: 195247

INVOICE NO: 195247BW9

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Special Inspections (Biweekly 9/29/20-10/11/20)
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 10/21/2020

Description of Services	Amount	Unit Price	Total
Staff Engineer III	4.0 hrs	\$128.00 /Hour	\$512.00
Technician III	6.0 hrs	\$63.00 /Hour	\$378.00
Technician III Overtime Rate	1.5 hrs	\$94.50 /Hour	\$141.75
Transportation Charges	90.0 miles	\$0.78 /Mile	\$70.20
Nuclear moisture/density gauge	6.0 tests	\$14.75 /Test	\$88.50
Engineering Review & Report Preparation	2.0 hrs	\$148.00 /Hour	\$296.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	8.0 tests	\$19.50 /Test	\$156.00
Disposable cylinder molds	8.0 ea	\$2.80 /Ea.	\$22.40
Proof Roll Observations: 10/9/20, 10/10/20 Concrete Reports: 10/6/20 through 10/8/20 Compaction Tests: 10/9/20			
Total Due			\$1,664.85

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

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

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE ADVICE

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

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

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

PROJECT NO: 195078

INVOICE NO: 195078BW3

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Special Inspections (Biweekly 10/5-10/16/20)
Grimes 1.5 MG Water Tank
SE Enterprise Dr & SE 25th Ct, Grimes, Iowa

INVOICE DATE: 10/21/2020

Description of Services	Amount	Unit Price	Total
Technician III	1.5 hrs	\$61.00 /Hour	\$91.50
Technician III Overtime Rate	1.5 hrs	\$91.50 /Hour	\$137.25
Transportation Charges	20.0 miles	\$0.78 /Mile	\$15.60
Engineering Review & Report Preparation	0.5 hrs	\$144.00 /Hour	\$72.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	4.0 tests	\$19.00 /Test	\$76.00
Disposable cylinder molds	4.0 ea	\$2.70 /Ea.	\$10.80
Concrete Report: 10/12/20			
		Total Due	\$403.15

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

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

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE ADVICE

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

Date of Issuance:	October 19, 2020	Effective Date:	October 27, 2020
Owner:	City of Grimes	Owner's Contract No.:	
Contractor:	Grosch Irrigation Co. Inc.	Contractor's Project No.:	
Engineer:	FOX Engineering Associates, Inc.	Engineer's Project No.:	3364-17D
Project:	New Jordan Well	Contract Name:	

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

Description:

Item 1 Changes as detailed in Change Proposal Request No. 2, including pressure transducer and flood sensor in meter manhole and controls changes. Add \$6,895.00 for this change.

Attachments: Item 1 Work Change Directive 1 (2 pages including attachment, dated 8/12/2020)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
	Milestone A: <u>June 15, 2019</u>
	Substantial Completion: <u>November 15, 2019</u>
	Ready for Final Payment: <u>February 1, 2020</u>
<u>\$ 3,561,153.00</u>	
Increase from previously approved Change Orders No. 1 to No. 4:	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :
	Milestone A: <u>65 days</u>
	Substantial Completion: <u>137 days</u>
	Ready for Final Payment: <u>120 days</u>
<u>\$ 33,142.76</u>	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Milestone A: <u>August 19, 2019</u>
	Substantial Completion: <u>March 31, 2020</u>
	Ready for Final Payment: <u>May 31, 2020</u>
<u>\$ 3,594,295.76</u>	
Increase of this Change Order:	Increase of this Change Order:
	Milestone A: <u>0 days</u>
	Substantial Completion: <u>214 days</u>
	Ready for Final Payment: <u>153 days</u>
<u>\$ 6,895.00</u>	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Milestone A: <u>August 19, 2019</u>
	Substantial Completion: <u>October 31, 2020</u>
	Ready for Final Payment: <u>October 31, 2020</u>
<u>\$ 3,601,190.76</u>	

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Taylor Stapper</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: _____	Title: <u>GC</u>	Title: _____	Title: _____	Title: _____
Date: <u>10/19/2020</u>	Date: _____	Date: <u>10-19-20</u>	Date: _____	Date: _____	Date: _____

MSA 10-21-20

Date of Issuance: August 12, 2020 Effective Date: August 12, 2020
 Owner: City of Grimes Owner's Contract No.:
 Contractor: Grosch Irrigation Co. Inc. Contractor's Project No.:
 Engineer: FOX Engineering Associates, Inc. Engineer's Project No.: 3364-17D
 Project: New Jordan Well Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description: Changes as detailed in Change Proposal Request No. 2, including pressure transducer and flood sensor in meter manhole and controls changes.

Attachments: Change Proposal Request No. 2 (1 page, pricing dated August 10, 2020)

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 6,895 increase.
 Contract Time 16 days increase.

Basis of estimated change in Contract Price:

☒ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:		AUTHORIZED BY:		RECEIVED:	
By: <u>Taylor Stopper</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>			
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: <u>City Engineer</u>	Title: <u>GC</u>			
Date: <u>8/12/2020</u>	Date: <u>8-12-20</u>	Date: <u>8-19-20</u>			

Change Proposal Request

No. 2

(Not a Change Order)

Project Name:	New Jordan Well	Owner's Contract No.
Project Owner:	City of Grimes	
FOX Project No.	3364-17D	Initiated by: ☒ Engineer ☐ Contractor
Contractor:	Grosch Irrigation Co. Inc.	Date: 8/8/2020

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

1. Provide and install a pressure transducer in the meter manhole. Pressure transducer shall be suitable for submergence and shall be Endress + Hauser model PMP71 or approved equivalent. Provide and install fittings as required to connect the pressure transducer. Pressure transducer may be connected to the same tap as the pressure gauge and sample tap. Add programming to immediately shut down power to the new well pump (Well 202) if the pressure reading exceeds an adjustable setpoint.
2. Add a flood sensor float in the meter manhole and programming for an alarm which shall be activated if the sensor detects flooding of the manhole.
3. Modify the programming of the new control panel (SPCP-C2) to control the speed of the new well pump (Well 202) based on an operator-adjustable speed setpoint in lieu of specified programming (which was to operate in same manner as existing Jordan well at the water plant site). The speed setpoint shall be programmed to not be allowed below a minimum speed (Hz) setpoint which shall not be operator adjustable.
4. Modify programming at existing reverse osmosis (RO) water treatment plant (WTP) to open the well flush valve if all running skids are shut down due to an alarm or any other condition that does not call for the well to stop prior to shutting the skid(s) down. For normal shutdown, skid(s) shall continue in post-flush mode until well shutdown is confirmed by a decrease in pressure at WTP entry.
5. None of these changes shall affect operation of the existing Jordan well pump (Well 201) or the shallow wells.
6. A software switch shall be added to the RO WTP controls to select which Jordan well is called to run. Well 202 shall not be allowed to run if only one RO skid is called to run.
7. Different well flush duration setpoints shall be provided for each of the two wells.

Attachments: None

By Taylor Hopper, P.E.

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☐ Unchanged

by 16 calendar days.

This change will: ☒ Add ☐ Deduct ☐ No Change

\$ 6,895.00

Scott Grosch
General Contractor

Date 8/10/20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Native Vegetation Enhancements in Storm Water Treatment Facilities
Contractor: Redbud Landscaping, LLC
Address: 1208 E 20th Court, Des Moines, IA 50317
Finance Budget Code: 740-865-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 3569

Date of Council Meeting: October 27, 2020 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: September 2, 2020 Through: October 16, 2020

Contract Summary

Original Contract Amount:	\$	19,201.50	
Net change by Change Orders:	\$	3,438.00	
Contract Amount to Date: (line 1 ± 2)	\$		22,639.50
Total completed and stored to date:	\$	2,932.50	
Retainage: 5 % of Completed Work:	\$	146.63	
Total Earned less Retainage:	\$		2,785.88
Less previous applications for payment:	\$		597.55
SUBTOTAL			\$ 2,188.33

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,188.33

Balance to finish, including retainage: \$ 19,853.63

Contract Time Remaining (If applicable) - #

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

Construction Contractor Approval: Redbud Landscaping, LLC
 Signature: [Signature] Firm Name: _____ Date: 10/19/2020

Engineer / Consultant Approval: Nilles Associates, Inc.
 Signature: [Signature] Firm Name: _____ Date: 10-19-20

City of Grimes Staff Approval: [Signature]
 Signature: _____ Date: 10-20-20

City of Grimes Council 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

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	August 2020 - Mowing	AC	1.70		1.70	\$ 370.00	\$ 629.00	1.70	\$ 629.00	-	100.00%
2	September 2020 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	-	100.00%
3	October 2020 - Herbicide	AC	1.70	0.20	1.90	\$ 125.00	\$ 237.50	1.90	\$ 237.50	-	100.00%
4	November 2020 - Native Seeding	AC	1.70	0.10	1.80	\$ 2,900.00	\$ 5,220.00		\$ -	1.80	0.00%
4	November 2020 - BFM Hydromulch	AC	1.60	0.10	1.70	\$ 3,800.00	\$ 6,460.00		\$ -	1.70	0.00%
4	November 2020 - Rolled Erosion Control Product	SY	400.00		400.00	\$ 2.95	\$ 1,180.00		\$ -	400.00	0.00%
5	May 2021 - Mowing	AC	1.70	0.10	1.80	\$ 250.00	\$ 450.00		\$ -	1.80	0.00%
6	June 2021 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00		\$ -	4.00	0.00%
7	September 2021 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00		\$ -	4.00	0.00%
8	November 2021 - Mowing	AC	1.70	0.10	1.80	\$ 250.00	\$ 450.00		\$ -	1.80	0.00%
9	June 2022 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00		\$ -	4.00	0.00%
10	CO#1 - September 2020 - Mowing	AC		1.80	1.80	\$ 370.00	\$ 666.00	1.80	\$ 666.00	-	100.00%
11	CO#1-Conventional Seeding - Type 1 Lawn	AC		0.20	0.20	\$ 7,285.00	\$ 1,457.00		\$ -	0.20	0.00%
12	CO#1-Repair Seeding - Mesic Mix	AC		0.10	0.10	\$ 2,900.00	\$ 290.00		\$ -	0.10	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 22,639.50

\$ 2,932.50

12.95%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 8, 2020	\$ 597.55
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TOTAL \$ 597.55

Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 3,438.00
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TOTAL \$ 3,438.00

Contract Time Remaining

Contract Period: 11
 Original Contract Date: August 12, 2020
 Original Contract Time: _____
 Added by Change Order: 3,438.00
 Contract Time to Date: _____
 Time Used to Date: _____
 Contract Time Remaining: _____

PO BOX 410
JOHNSTON, IA 50131-0410
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202010141226
INVOICE DATE: 10/14/2020
DUE DATE : 11/13/2020
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	6.61
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	1,396.71
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	223.83
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	571.68
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	172.01
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	80.17
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	88.87
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	1,839.19
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	7,627.02
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	6.30

CITY OF GRIMES

10-102

INVOICE#: 202010141226

TOTAL DUE : \$ 25,434.58

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

PO BOX 410
JOHNSTON, IA 50131-0410
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202010141226
INVOICE DATE: 10/14/2020
DUE DATE : 11/13/2020
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
P/T FF SAL REIMB. JUN-SEP 2020	0.00		0.00	1,725.16
P/T FF SAL REIMB. JUN-SEP 2020	0.00		0.00	1,725.16
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	20.85
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	863.75
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	45.30
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	1,308.64
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	856.63
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	6.60
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	223.83
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	571.68

CONTINUED ON NEXT PAGE

PO BOX 410
JOHNSTON, IA 50131-0410
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202010141226
INVOICE DATE: 10/14/2020
DUE DATE : 11/13/2020
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	146.86
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	80.15
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	105.63
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	298.28
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	534.85
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	346.96
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	20.85
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	441.35
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	1,308.64
JUN-SEP 2020 SUPPLIES REIMB	0.00	1	0.00	2,791.02

CONTINUED ON NEXT PAGE

RESOLUTION 10-1820

**RESOLUTION ACCEPTING THE 16 INCH RAW WATER MAIN PROJECT WITH
PROGRESSIVE STRUCTURES**

WHEREAS, on the 12th day of March, 2019, the City of Grimes, Iowa entered into a contract with Progressive Structures, for the construction of certain public improvements generally described as construction of the Grimes 16 inch Raw Water Main Project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on October 21, 2020.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$1,175,211.55 as shown in the report of the Engineer.

PASSED AND APPROVED on this 15th day of October, 2018.

CITY OF ANKENY, IOWA

By: _____
Mayor Scott Mikkelsen

ATTEST:

By: _____
City Clerk Rochelle Williams

Date of Issuance:	October 27, 2020	Effective Date:	March 12, 2019
Owner:	City of Grimes	Owner's Contract No.:	
Contractor:	Progressive Structures	Contractor's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	3364-17E
Project:	Grimes 16-inch Raw Water Main	Contract Name:	Same as Project

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

1. Substantial Completion is modified to match date of acceptance that the water main passed all testing. Final Completion is modified to match achieved date.
2. Payment of the seeding warranty will be doubled to cover the fall mobilization requested while maintaining coverage for the spring 2021 mobilization and corrective actions that may be required prior to warranty expiration on June 1, 2021.
 - a. Item 9.06 – Seeding Warranty: Increase by 1 EA @ \$3,000/EA = **\$3,000**
3. Quantity adjustments to reflect installed quantities:
 - a. Item 2.02 – Temporary Rock: Decrease by 250 TON @ \$28.00/TON = **(\$7,000)**
 - b. Item 3.01 – Trench Foundation: Increase by 35.44 TON @ \$38.50/TON = **\$1,364.44**
 - c. Item 3.02 – Replacement of Unsuitable Backfill Material: Decrease by 296 CY @ \$40.00/CY = **(\$11,840)**
 - d. Item 4.03 – Tile Repair, 4 to 8-inch: Increase by 25 LF @ \$26.00/LF = **\$650**
 - e. Item 4.04 – Tile Repair, 10 to 15-inch: Decrease by 40 LF @ \$58.00/LF = **(\$2,320)**
 - f. Item 4.05 – Tile Repair, 18 to 24-inch: Decrease by 20 LF @ \$90.00/LF = **(\$1,800)**
 - g. Item 4.06 – Sump Line, 2-inch: Increase by 6 LF @ \$24.00/LF = **\$144**
 - h. Item 5.03 – Water Main, Trenched, PVC, 16-inch: Decrease by 208.56 LF @ \$60/LF = **(\$12,513.60)**
 - i. Item 5.04 – Water Main, Trenchless, PVC, 16-inch: Increase by 188 LF @ \$145/LF = **\$27,260**
 - j. Item 7.01 – Paving, Trail, 6-inch PCC, Remove & Replace: Increase by 14.81 SY @ \$72/SY = **\$1,066.32**
 - k. Item 7.02 – Class A Stone: Decrease by 194.56 TON @ \$28.00/TON = **(\$5,447.68)**
 - l. Item 9.01 – Hydraulic Seeding, Seeding, Fertilizing, & Mulching – Type 1: Increase by 0.7 AC @ \$2,250.00/AC = **\$1,575**
 - m. Item 9.03 – Hydraulic Seeding, Seeding, Fertilizing, & Mulching – DOT Native Grasses Mix: Decrease by 1.4 AC @ \$3,750.00/AC = **(\$5,250)**
 - n. Item 9.05 – Tree Relocation: Decrease by 2 EA @ \$750.00/EA = **(\$1,500)**
 - o. Item 9.07 – Rip Rap, Class E Revetment: Decrease by 456.43 TN @ \$55/TN = **(\$25,103.65)**
 - p. Item 9.08 – Erosion Control Mulching, Hydromulching: Decrease by 1.581 AC @ \$1,000.00/AV = **(\$1,581)**
 - q. Item 9.09 – Erosion Control Blanket, Type 2C: Decrease by 400 SY @ \$1.50/SY = **(\$600.00)**
 - r. Item 9.10 – Silt Fence, Install & Remove: Decrease by 638.4 LF @ \$1.50/LF = **(\$1,025.10)**
 - s. Item 9.11 – Silt Fence, Clean Out: Decrease by 1915 LF @ \$0.15/LF = **(\$287.25)**
 - t. Item CO1.2 – Haul and Spread Top Soil: Decrease by 333 CY @ \$30.00/CY = **(\$9,990.00)**

Change Order 3 Total Price Decrease: \$51,198.52

Attachments: *None*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,134,265.75</u>	Original Contract Times: Substantial Completion: <u>October 15, 2019</u> Ready for Final Payment: <u>June 1, 2020</u>
INCREASE from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>92,144.32</u>	INCREASE from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>December 20, 2019</u> Milestone 2: <u>30 days from notice of well pump installation</u> Ready for Final Payment: <u>June 1, 2020</u>
Contract Price prior to this Change Order: \$ <u>1,226,410.07</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 20, 2019</u> Milestone 2: <u>30 days from notice of well pump installation</u> Ready for Final Payment: <u>June 1, 2020</u>
DECREASE of this Change Order: \$ <u>51,198.52</u>	INCREASE of this Change Order: Substantial Completion: <u>September 10, 2020</u> Ready for Final Payment: <u>October 21, 2020</u>
Contract Price Incorporating this Change Order: \$ <u>1,175,211.58</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 10, 2020</u> Ready for Final Payment: <u>October 21, 2020</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: James Michael Clark
Engineer (if required)Title: Project EngineerDate: 10/21/20By: _____
Owner (Authorized)Title: MayorDate: 10-27-20

MSA 10-22-20

By: Travis Augustyn
Contractor (Authorized)Title: ManagerDate: 10-21-20

Contractor's Application for Payment No. 8

Application Period 9/16/2020 10/21/2020		Application Date 10/21/2020	
To (Owner) City of Orem	From (Contractor) Progressive Structures, LLC	Via (Engineer) FOX Engineering	
Project Grasses 16 inch Raw Water Main	Contract Grasses 16 inch Raw Water Main		
Owner's Contract No.	Contractor's Project No.	Engineer's Project No. 1364-17E	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Amount	Deductions
1		\$1,211.63
2	\$95,355.95	
3		\$51,198.12
TOTALS	\$95,355.95	\$54,410.15
NET CHANGE BY CHANGE ORDERS	\$40,945.80	

1. ORIGINAL CONTRACT PRICE	\$	\$1,134,165.75
2. Net change by Change Orders	\$	\$40,945.80
3. Current Contract Price (Line 1 + 2)	\$	\$1,175,111.55
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimate)	\$	\$1,175,111.55
5. RETAINAGE:		
a. 5% X \$1,175,111.55 Work Completed	\$	\$68,760.58
b. 5% X Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	\$68,760.58
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	\$1,106,350.97
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications)	\$	\$1,191,872.81
8. AMOUNT DUE THIS APPLICATION	\$	\$14,377.16
9. BALANCE TO FINISH PLUS RETAINAGE (Column G total on Progress Estimate + Line 5c above)	\$	\$68,760.58

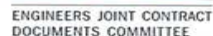
Contractor's Certification

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 to 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 issued to or covered by this Application for Payment, will pass to Owner at time of payment due 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 interests, or encumbrances), and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By Travis Augustin Date 10-21-20

Payment of \$ \$14,377.16
(Line 8 or other attach explanation of the other amount)
is recommended by James Michael Clark 10/21/20
(Engineer) (Date)
Payment of \$ _____
(Line 8 or other attach explanation of the other amount)
is approved by _____
(Owner) (Date)
Approved by _____
Funding or Financing Entity (if applicable) (Date)



Contractor's Application for Payment No. 8

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 9/16/2020 - 10/21/2020	Application Date: 10/27/2020
To (Owner):	City of Grimes	From (Contractor):	Progressive Structures, LLC
Project:	Grimes 16-inch Raw Water Main	Contract:	Grimes 16-inch Raw Water Main
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No.: 3364-17E

Application For Payment

Change Order Summary

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1		\$3,211.63
2	\$95,355.95	
3		\$51,198.52
TOTALS	\$95,355.95	\$54,410.15
NET CHANGE BY CHANGE ORDERS	\$40,945.80	

- | | | |
|--|----|----------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$1,134,265.75 |
| 2. Net change by Change Orders..... | \$ | \$40,945.80 |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$1,175,211.55 |
| 4. TOTAL COMPLETED AND STORED TO DATE | | |
| (Column F total on Progress Estimates)..... | \$ | \$1,175,211.55 |
| 5. RETAINAGE: | | |
| a. 5% X <u>\$1,175,211.55</u> Work Completed..... | \$ | \$58,760.58 |
| b. 5% X _____ Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | \$58,760.58 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$1,116,450.97 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$1,102,073.81 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$14,377.16 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | | |
| (Column G total on Progress Estimates + Line 5.c above)..... | \$ | \$58,760.58 |

Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:

Date:

Payment of: \$ \$14,377.16
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

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

is approved by: _____ (Owner) _____ (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Grimes 16-inch Raw Water Main										Application Number: 8			
Application Period: 9/16/2020 - 10/21/2020										Application Date: 10/27/2020			
A							B	C	D	E	F		
Item		Contract Information					Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Quantity Change by CO	Total Quantity	Units	Unit Price							Total Value of Item (\$)
1.01	MOBILIZATION	1		1	LS	\$ 65,000.00	\$65,000.00	1	\$65,000.00		\$65,000.00	100.0%	
1.02	POLK COUNTY PERMIT APPLICATION FEES (ALLOWANCE)						\$480.00	1	\$480.00		\$65,000.00	100.0%	
		1		1	LS	\$ 480.00			\$480.00		\$480.00	100.0%	
1.03	TRAFFIC CONTROL	1		1	LS	\$ 3,900.00	\$3,900.00	1	\$3,900.00		\$3,900.00	100.0%	
1.04	STREAM CROSSING (TEMPORARY)	1		1	EA	\$ 14,000.00	\$14,000.00	1	\$14,000.00		\$14,000.00	100.0%	
1.05	REMOVALS - MISCELANEOUS	1		1	LS	\$ 12,500.00	\$12,500.00	1	\$12,500.00		\$12,500.00	100.0%	
2.01	DRIVEWAY GRADING	1		1	LS	\$20,000.00	\$20,000.00	1	\$20,000.00		\$20,000.00	100.0%	
2.02	TEMPORARY ROCK	250	-250		TON	\$28.00							
3.01	TRENCH FOUNDATION	400	35.44	435.44	TON	\$38.50	\$16,764.44	435.44	\$16,764.44		\$16,764.44	100.0%	
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	400	-296	104	CY	\$40.00	\$4,160.00	104	\$4,160.00		\$4,160.00	100.0%	
3.03	TRENCH COMPACTION TESTING	1		1	LS	\$16,000.00	\$16,000.00	1	\$16,000.00		\$16,000.00	100.0%	
4.01	STORM SEWER, TRENCHED, 15-INCH CMP	59		59	LF	\$64.00	\$3,776.00	59	\$3,776.00		\$3,776.00	100.0%	
4.02	PIPE APRON, CMP, 15-INCH	2		2	EA	\$260.00	\$520.00	2	\$520.00		\$520.00	100.0%	
4.03	TILE REPAIR, 4 TO 8-INCH	60	25	85	LF	\$26.00	\$2,210.00	85	\$2,210.00		\$2,210.00	100.0%	
4.04	TILE REPAIR, 10 TO 15-INCH	40	-40		LF	\$58.00							
4.05	TILE REPAIR, 18 TO 24-INCH	20	-20		LF	\$90.00							
4.06	SUMP LINE - 2-INCH	40	6	46	LF	\$24.00	\$1,104.00	46	\$1,104.00		\$1,104.00	100.0%	
5.01	WATER MAIN CONNECTION TO EXISTING, 12-INCH PLUGGED END	1		1	EA	\$4,000.00	\$4,000.00	1	\$4,000.00		\$4,000.00	100.0%	
5.02	WATER MAIN, CONNECT TO EXISTING, CUT-IN 12"x12" CROSS	1	-1		EA	\$9,000.00							
5.03	WATER MAIN, TRENCHED, PVC OR DIP, 16-INCH	5960	396.44	6356.44	LF	\$60.00	\$381,386.40	6356.44	\$381,386.40		\$381,386.40	100.0%	
5.04	WATER MAIN, TRENCHLESS, PVC OR DIP, 16-INCH	1685	-645	1040	LF	\$145.00	\$150,800.00	1040	\$150,800.00		\$150,800.00	100.0%	
5.05	GATE VALVE, 12-INCH	2		2	EA	\$2,700.00	\$5,400.00	2	\$5,400.00		\$5,400.00	100.0%	
5.06	GATE VALVE, 16-INCH	12	1	13	EA	\$8,300.00	\$107,900.00	13	\$107,900.00		\$107,900.00	100.0%	
5.07	HYDRANT ASSEMBLY	4	1	5	EA	\$5,300.00	\$26,500.00	5	\$26,500.00		\$26,500.00	100.0%	
5.08	PIGGING STATION #1	1	-1		LS	\$19,000.00							
5.09	PIGGING STATION #2	1	-1		LS	\$30,000.00							
5.10	PIGGING STATION #3	1		1	LS	\$18,500.00	\$18,500.00	1	\$18,500.00		\$18,500.00	100.0%	
5.11	LITTLE BEAVER CREEK TRENCHED CROSSING	1	1	2	LS	\$11,500.00	\$23,000.00	2	\$23,000.00		\$23,000.00	100.0%	
5.12	WATER MAIN PRESSURE TESTING	1		1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
5.13	WATER MAIN FLUSHING	1		1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
5.14	WATER MAIN DISENFECTION & DECHLORINATION	1		1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%	
7.01	PAVING, TRAIL, 6-INCH PCC, REMOVE AND REPLACE	165	36.81	201.81	SY	\$72.00	\$14,530.32	201.81	\$14,530.32		\$14,530.32	100.0%	
7.02	CLASS A STONE	320	-194.56	125.44	TON	\$28.00	\$3,512.32	125.44	\$3,512.32		\$3,512.32	100.0%	
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 1	5.3	0.7	6	AC	\$2,250.00	\$13,500.00	6	\$13,500.00		\$13,500.00	100.0%	
9.02	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 2	0.4		0.4	AC	\$3,500.00	\$1,400.00	0.4	\$1,400.00		\$1,400.00	100.0%	
9.03	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - DOT NATIVE GRASSES MIX	0.9	0.3	1.2	AC	\$3,750.00	\$4,500.00	1.2	\$4,500.00		\$4,500.00	100.0%	
9.04	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - PRAIRIE GRASSES MIX	0.7		0.7	AC	\$3,750.00	\$2,625.00	0.7	\$2,625.00		\$2,625.00	100.0%	
9.05	TREE RELOCATION	2		2	EA	\$750.00	\$1,500.00	2	\$1,500.00		\$1,500.00	100.0%	
9.06	SEEDING WARRANTY	1	1	2	LS	\$3,000.00	\$6,000.00	2	\$6,000.00		\$6,000.00	100.0%	
9.07	RIP RAP, CLASS E REVETMENT	1200	-206.43	993.57	TON	\$55.00	\$54,646.35	993.57	\$54,646.35		\$54,646.35	100.0%	
9.08	EROSION CONTROL MULCHING, HYDROMULCHING	8	-1.581	6.419	AC	\$1,000.00	\$6,419.00	6.419	\$6,419.00		\$6,419.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Grimes 16-inch Raw Water Main									Application Number: 8				
Application Period: 9/16/2020 - 10/21/2020									Application Date: 10/27/2020				
A							B	C	D	E	F		
Item		Contract Information						Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Quantity Change by CO	Total Quantity	Units	Unit Price	Total Value of Item (\$)						
9.09	EROSION CONTROL BLANKET, TYPE 2C	400	-400		SY	\$1.50							
9.10	SILT FENCE, INSTALL & REMOVE	1915	-33.4	1881.6	LF	\$1.50	\$2,822.40	1881.6	\$2,822.40		\$2,822.40	100.0%	
9.11	SILT FENCE, CLEAN OUT	1915	-1915		LF	\$0.15							
CO1.1	CONNECT TO EXISTING 12" & PIGGING STATION #1		1	1	LS	\$31,552.93	\$31,552.93	1	\$31,552.93		\$31,552.93	100.0%	
CO1.2	CHANGE ORDER 1 ALIGNMENT CHANGE		1	1	LS	\$12,090.44	\$12,090.44	1	\$12,090.44		\$12,090.44	100.0%	
CO1.3	HAUL AND SPREAD TOP SOIL				CY	\$30.00							
CO2.1	ROCK BORE		230	230	LF	\$489.47	\$112,578.10	230	\$112,578.10		\$112,578.10	100.0%	
CO2.2	ROCK BORE MOBILIZATION		1	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
CO2.3	RESTOCKING OF CERTA-LOK PVC PIPE		651	651	LF	\$6.35	\$4,133.85	651	\$4,133.85		\$4,133.85	100.0%	
CO2.4	CO2.4-STORM SEWER, 24-INCH, REMOVE & REPLACE		20	20	LF	\$250.00	\$5,000.00	20	\$5,000.00		\$5,000.00	100.0%	
Totals							\$1,175,211.55		\$1,175,211.55		\$1,175,211.55	100.0%	

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 4 of 4

Engineer's Statement of Completion

Project: Grimes 16-inch Raw Water Main	Date of Contract: March 12, 2019
Owner: City of Grimes	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 3376-17E
Contractor: Progressive Structures, LLC	

I hereby state that the construction of **Grimes 16-inch Raw Water Main** project by a Contract dated March 12, 2019 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on October 21, 2020. The Contract completion date is October 21, 2020.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$1,175,211.55

The derivation of this total amount is tabulated on the attached letter.

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: Laura Mitchell-Clegg

Iowa Registration No.: 23760

Date: 10/21/20

FOX PN: 3376-17E

Distribution:

Engineer
Contractor
Owner
IDNR

Accepted by:

Owner: _____

Resolution: _____

Date: 10.27.20

Date Signed: 10.27.20

Title: Mayor

Attest: _____

Contractor's Application for Payment No. 9

Application Period: 01/01/2020 - 10/21/2020		Application Date: 10/27/20	
To (Owner): City of Queens	From (Contractor): Progressive Structures, LLC	Via (Engineer): FOX Engineering	
Project: Queens 16-inch Raw Water Main	Contract: Queens 16-inch Raw Water Main		
Owner's Contract No:	Contractor's Project No:	Engineer's Project No: 1364-17E	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		\$3,211.43
2	\$75,355.95	
3		\$51,190.52
TOTALS	\$75,355.95	\$54,401.95
NET CHANGE BY CHANGE ORDERS	\$20,953.99	

1. ORIGINAL CONTRACT PRICE	\$	\$1,134,245.75
2. Net change by Change Orders	\$	\$20,953.99
3. Current Contract Price (Line 1 + 2)	\$	\$1,155,211.95
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	\$1,175,211.95
5. RETAINAGE:		
a. ☒ \$1,175,211.95 Work Completed	\$	
b. ☒ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO PAY (Line 4 - Line 5c)	\$	\$1,175,211.95
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$1,115,450.97
8. AMOUNT DUE THIS APPLICATION	\$	\$59,760.98
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above)	\$	

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

Contractor Signature: 
By:  Date: 10-21-20

Payment of \$ \$59,760.98
(Line 8 or other - attach explanation of the other amount)

is recommended by  10/21/20
(Engineer) (Date)

Payment of \$ _____
(Line 9 or other - attach explanation of the other amount)

is approved by _____
(Owner) (Date)

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

Contractor's Application for Payment No. 9

Application Period: 9/16/2020 - 10/21/2020		Application Date: 10/27/2020
To (Owner): City of Grimes	From (Contractor): Progressive Structures, LLC	Via (Engineer): FOX Engineering
Project: Grimes 16-inch Raw Water Main	Contract: Grimes 16-inch Raw Water Main	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 3364-17E

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
1		\$3,211.63	1. ORIGINAL CONTRACT PRICE..... \$ \$1,134,265.75
2	\$95,355.95		2. Net change by Change Orders..... \$ \$40,945.80
3		\$51,198.52	3. Current Contract Price (Line 1 ± 2)..... \$ \$1,175,211.55
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ \$1,175,211.55
			5. RETAINAGE:
			a. X \$1,175,211.55 Work Completed..... \$
			b. X Stored Material..... \$
			c. Total Retainage (Line 5.a + Line 5.b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$1,175,211.55
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$1,116,450.97
			8. AMOUNT DUE THIS APPLICATION..... \$ \$58,760.58
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$
TOTALS	\$95,355.95	\$54,410.15	
NET CHANGE BY CHANGE ORDERS		\$40,945.80	

Contractor's Certification

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

Contractor Signature

By: _____ Date: _____

Payment of: \$ \$58,760.58
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Grimes 16-inch Raw Water Main								Application Number: 9					
Application Period: 9/16/2020 - 10/21/2020								Application Date: 10/27/2020					
A							B	C	D	E	F		
Item		Contract Information						Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Quantity Change by CO	Total Quantity	Units	Unit Price	Total Value of Item (\$)						
1.01	MOBILIZATION	1		1	LS	\$ 65,000.00	\$65,000.00	1	\$65,000.00		\$65,000.00	100.0%	
1.02	POLK COUNTY PERMIT APPLICATION FEES (ALLOWANCE)						\$480.00	1	\$480.00		\$480.00	100.0%	
1.03	TRAFFIC CONTROL	1		1	LS	\$ 3,900.00	\$3,900.00	1	\$3,900.00		\$3,900.00	100.0%	
1.04	STREAM CROSSING (TEMPORARY)	1		1	EA	\$ 14,000.00	\$14,000.00	1	\$14,000.00		\$14,000.00	100.0%	
1.05	REMOVALS - MISCELLANEOUS	1		1	LS	\$ 12,500.00	\$12,500.00	1	\$12,500.00		\$12,500.00	100.0%	
2.01	DRIVEWAY GRADING	1		1	LS	\$20,000.00	\$20,000.00	1	\$20,000.00		\$20,000.00	100.0%	
2.02	TEMPORARY ROCK	250	-250		TON	\$28.00							
3.01	TRENCH FOUNDATION	400	35.44	435.44	TON	\$38.50	\$16,764.44	435.44	\$16,764.44		\$16,764.44	100.0%	
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	400	-296	104	CY	\$40.00	\$4,160.00	104	\$4,160.00		\$4,160.00	100.0%	
3.03	TRENCH COMPACTION TESTING	1		1	LS	\$16,000.00	\$16,000.00	1	\$16,000.00		\$16,000.00	100.0%	
4.01	STORM SEWER, TRENCHED, 15-INCH CMP	59		59	LF	\$64.00	\$3,776.00	59	\$3,776.00		\$3,776.00	100.0%	
4.02	PIPE APRON, CMP, 15-INCH	2		2	EA	\$260.00	\$520.00	2	\$520.00		\$520.00	100.0%	
4.03	TILE REPAIR, 4 TO 8-INCH	60	25	85	LF	\$26.00	\$2,210.00	85	\$2,210.00		\$2,210.00	100.0%	
4.04	TILE REPAIR, 10 TO 15-INCH	40	-40		LF	\$58.00							
4.05	TILE REPAIR, 18 TO 24-INCH	20	-20		LF	\$90.00							
4.06	SUMP LINE - 2-INCH	40	6	46	LF	\$24.00	\$1,104.00	46	\$1,104.00		\$1,104.00	100.0%	
5.01	WATER MAIN CONNECTION TO EXISTING, 12-INCH PLUGGED END	1		1	EA	\$4,000.00	\$4,000.00	1	\$4,000.00		\$4,000.00	100.0%	
5.02	WATER MAIN, CONNECT TO EXISTING, CUT-IN 12"X12" CROSS	1	-1		EA	\$9,000.00							
5.03	WATER MAIN, TRENCHED, PVC OR DIP, 16-INCH	5960	396.44	6356.44	LF	\$60.00	\$381,386.40	6356.44	\$381,386.40		\$381,386.40	100.0%	
5.04	WATER MAIN, TRENCHLESS, PVC OR DIP, 16-INCH	1685	-645	1040	LF	\$145.00	\$150,800.00	1040	\$150,800.00		\$150,800.00	100.0%	
5.05	GATE VALVE, 12-INCH	2		2	EA	\$2,700.00	\$5,400.00	2	\$5,400.00		\$5,400.00	100.0%	
5.06	GATE VALVE, 16-INCH	12	1	13	EA	\$8,300.00	\$107,900.00	13	\$107,900.00		\$107,900.00	100.0%	
5.07	HYDRANT ASSEMBLY	4	1	5	EA	\$5,300.00	\$26,500.00	5	\$26,500.00		\$26,500.00	100.0%	
5.08	PIGGING STATION #1	1	-1		LS	\$19,000.00							
5.09	PIGGING STATION #2	1	-1		LS	\$30,000.00							
5.10	PIGGING STATION #3	1		1	LS	\$18,500.00	\$18,500.00	1	\$18,500.00		\$18,500.00	100.0%	
5.11	LITTLE BEAVER CREEK TRENCHED CROSSING	1	1	2	LS	\$11,500.00	\$23,000.00	2	\$23,000.00		\$23,000.00	100.0%	
5.12	WATER MAIN PRESSURE TESTING	1		1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
5.13	WATER MAIN FLUSHING	1		1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
5.14	WATER MAIN DISENFECTION & DECHLORINATION	1		1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%	
7.01	PAVING, TRAIL, 6-INCH PCC, REMOVE AND REPLACE	165	36.81	201.81	SY	\$72.00	\$14,530.32	201.81	\$14,530.32		\$14,530.32	100.0%	
7.02	CLASS A STONE	320	-194.56	125.44	TON	\$28.00	\$3,512.32	125.44	\$3,512.32		\$3,512.32	100.0%	
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 1	5.3	0.7	6	AC	\$2,250.00	\$13,500.00	6	\$13,500.00		\$13,500.00	100.0%	
9.02	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 2	0.4		0.4	AC	\$3,500.00	\$1,400.00	0.4	\$1,400.00		\$1,400.00	100.0%	
9.03	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - DOT NATIVE GRASSES MIX	0.9	0.3	1.2	AC	\$3,750.00	\$4,500.00	1.2	\$4,500.00		\$4,500.00	100.0%	
9.04	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - PRAIRIE GRASSES MIX	0.7		0.7	AC	\$3,750.00	\$2,625.00	0.7	\$2,625.00		\$2,625.00	100.0%	
9.05	TREE RELOCATION	2		2	EA	\$750.00	\$1,500.00	2	\$1,500.00		\$1,500.00	100.0%	
9.06	SEEDING WARRANTY	1	1	2	LS	\$3,000.00	\$6,000.00	2	\$6,000.00		\$6,000.00	100.0%	
9.07	RIP RAP, CLASS E REVETMENT	1200	-206.43	993.57	TON	\$55.00	\$54,646.35	993.57	\$54,646.35		\$54,646.35	100.0%	
9.08	EROSION CONTROL MULCHING, HYDROMULCHING	8	-1.581	6.419	AC	\$1,000.00	\$6,419.00	6.419	\$6,419.00		\$6,419.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Grimes 16-inch Raw Water Main									Application Number: 9				
Application Period: 9/16/2020 - 10/21/2020									Application Date: 10/27/2020				
A							B	C	D	E	F		
Item		Contract Information						Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Quantity Change by CO	Total Quantity	Units	Unit Price	Total Value of Item (\$)						
9.09	EROSION CONTROL BLANKET, TYPE 2C	400	-400		SY	\$1.50							
9.10	SILT FENCE, INSTALL & REMOVE	1915	-33.4	1881.6	LF	\$1.50	\$2,822.40	1881.6	\$2,822.40		\$2,822.40	100.0%	
9.11	SILT FENCE, CLEAN OUT	1915	-1915		LF	\$0.15							
CO1.1	CONNECT TO EXISTING 12" & PIGGING STATION #1		1	1	LS	\$31,552.93	\$31,552.93	1	\$31,552.93		\$31,552.93	100.0%	
CO1.2	CHANGE ORDER 1 ALIGNMENT CHANGE		1	1	LS	\$12,090.44	\$12,090.44	1	\$12,090.44		\$12,090.44	100.0%	
CO1.3	HAUL AND SPREAD TOP SOIL				CY	\$30.00							
CO2.1	ROCK BORE		230	230	LF	\$489.47	\$112,578.10	230	\$112,578.10		\$112,578.10	100.0%	
CO2.2	ROCK BORE MOBILIZATION		1	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
CO2.3	RESTOCKING OF CERTA-LOK PVC PIPE		651	651	LF	\$6.35	\$4,133.85	651	\$4,133.85		\$4,133.85	100.0%	
CO2.4	CO2.4-STORM SEWER, 24-INCH, REMOVE & REPLACE		20	20	LF	\$250.00	\$5,000.00	20	\$5,000.00		\$5,000.00	100.0%	
Totals							\$1,175,211.55		\$1,175,211.55		\$1,175,211.55	100.0%	

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X

For Meeting of October 27, 2020

AGENDA HEADING: Ambulance Purchase Request

SYNOPSIS: Grimes has a 2012 ambulance that was approved for replacement in the adopted 2018 Fire Department Apparatus Replacement Schedule. The replacement was part of the current year CIP and the funds have been borrowed under a previous bond. The current ambulance has 64,499 miles on it. It is anticipated that the new ambulance will take 240 days to build due to the limited availability of the Ford F 550 chassis. It is imperative that the contract be signed and the chassis ordered as soon as possible. Because of COVID, there are shortages and delays in obtaining the Ford F550 chassis needed to build the ambulance on.

The Fire Department has had a committee working with dealers and specifications for nearly one year. The committee received three bids. The lowest Bid was from Feld Fire for a Wheeled Coach ambulance which will be built in Florida. The bid for the custom designed ambulance came in at \$274,617.00. Feld Fire is based out of Carroll, Iowa. They can do much of their service work in the station by sending technicians from Carroll.

Bids including Stryker Power Load system installed and new Stryker Power Load cot.	Price with Power Cot	Total Price after including LifePak 15 Heart Monitor
Feld Fire Wheeled Coach Ambulance with Stryker Power Load and Power Load Cot included	274,617	\$304,617
North Central Braun Ambulance with Stryker Power Load and Power Load Cot included	299,000	\$329,000
HGAC Wheeled Coach Ambulance with Stryker Power Load and Power Load Cot included.	\$335,979	\$365,979

The new ambulance will include an installed Stryker Power Load system that unloads and loads the power cot saving personnel from having to lift a heavy patient in and out of the ambulance. It will also include a new Stryker Power Cot which is battery powered and raises and lowers the cot without



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

personnel having to manually raise and lower the cot by lifting the patient. The department also plans on purchasing a new Lifepak 15 Heart Monitor and trading in the old Lifepak 12 monitor which needs replaced and is no longer supported by Stryker/Phisio Control. This has been the practice for many years to purchase a new heart monitor with the ambulance as the Ambulance, Power Cot and Heart Monitor all have about an 8 to 10-year service life.

FISCAL IMPACT: With the cost of a new Lifepak 15 monitor which will be purchased separately from Stryker, the ambulance is coming in slightly over the estimated cost of \$300,000 which is what was bonded for. After estimating the cost more than two years ago, the total cost of \$304,617 is less than 2.5% over what was estimated. This total does not include what we will receive when we sell the current ambulance and power cot. Dealers do not want to take used ambulances in on trade as then they are responsible for covering maintenance issues or having to deal with the customer. It is customary to sell the used ambulance through an on-line auction company such as Gov. Deals. It is estimated that the City will receive between \$20,000 and \$30,000 for the old ambulance, however it could bring more. This will bring the total cost under what was estimated and bonded for. In the spring when we are close to receiving the new ambulance, the current ambulance will be offered for sale and sold about the same time the new ambulance is received and the revenue added back to the general fund.

PREVIOUS COUNCIL ACTION(S): Approval of replacement schedule at the November 27, 2018 meeting and the purchase was also approved with the adoption of the 2020 CIP budget.

BOARD/COMMISSION ACTION(S): None

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of the Purchase of a new Wheeled Coach ambulance from Feld Fire as the lowest bidder and authorizes the Mayor to sign the contract.



SALES CONTRACT

This agreement made by and between Ed M. Feld Equipment Co., Inc. (Company) and

	<u>City of Grimes</u> (Legal Name of Buyer)		
101 NE Harvey Street (Address)	Grimes (City)	IA (State)	50111 (Zip)

1. **ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase a Wheeled Coach Type I Ambulance and equipment as described in the Wheeled Coach Specifications document attached to this proposal and made part of this contract, in accordance with the terms and conditions listed on contract pages A, B, & C.
2. **DELIVERY:** The apparatus schedule shall be dependent on the production schedule at time of order. The Company cannot be held liable for penalties and/or delays due to strikes, unavailability of essential materials, fires, accidents, force majeure or any other causes beyond the Company's control.

If inability to obtain essential materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written Change Order by the Buyer.
3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. Any or all Change Orders may extend the completion and delivery of the apparatus.
4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the hereto attached Wheeled Coach Specifications.
5. **WARRANTY:** Shall be as proposed in the attached Wheeled Coach Specifications.
6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus and specified loose equipment, the sum of \$274,617.00 (Two Hundred Seventy-Four Thousand Six Hundred Seventeen Dollars and Zero Cents). This price includes the ambulance, Stryker Power Cot that matches current model in use, and written options selected by The Buyer. Pricing and Specifications are subject to change prior to written signed "FINAL ORDER" from authorized Buyer representative based on "pre-con" meetings with representatives from the Company and Buyer.

A division of **ED M. FELD EQUIPMENT CO., INC.**

113 North Griffith Road • Carroll, Iowa 51401 • T 800 568 2403 • F 712 792 6658 • www.feldfire.com



SECTION A

All prices are less any applicable local, state or federal taxes which may be applied to the apparatus proposed. Payment shall be made to Ed M. Feld Equipment Co., Inc. of 113 N. Griffith Rd Carroll, IA 51401.

7. TERMS OF PAYMENT:

- i. Contract payment of One Hundred Percent (100%) shall be paid at delivery and upon acceptance of the Wheeled Coach Type 1 Ambulance and equipment, specified under paragraph 1 by the Buyer.
- ii. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

8. **Ed M. Feld Equipment Co., Inc.** requires, and the customer agrees, that the unit shall be inspected and/or delivered within seven (7) days of notice that the unit has been completed and an agreed inspection time has been scheduled at Buyer's delivery location.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable mutually agreed cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

This contract, to be binding, must be signed by an officer of the Ed M. Feld Equipment Co., Inc. or a person authorized, by Ed M. Feld Equipment Co., Inc. to do so and the Mayor of Grimes.

RESOLUTION NO. 10-1720

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN CONTRACT WITH FELD FIRE FOR NEW AMBULANCE

WHEREAS, the Johnston-Grimes Metropolitan Fire Department was authorized to purchase a new ambulance in this fiscal year by City Council; and

WHEREAS, the Fire Department has solicited three bids for a custom designed ambulance that meets their needs; and

WHEREAS, the City Council is the only authority that can sign or direct others to sign contracts on behalf of the City; and

WHEREAS, Feld Fire is the lowest bidder for an ambulance that meets the specifications put forth by the Fire Department ambulance committee at \$274, 617, with an HGAC bid of \$335,979 and a Braun bid of \$299,000;and

WHEREAS, the Fire Department is in need of a new Lifepak 15 heart monitor to replace the Lifepak 12 that is more than 10 years old and no longer supported by the manufacturer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, THAT MAYOR SCOTT MIKKELSEN BE AUTHORIZED TO SIGN THE CONTRACT WITH FELD FIRE FOR A CUSTOM DESIGNED WHEELED COACH AMBULANCE FOR THE PRICE OF \$274,617 AND AUTHORIZING THE PURCHASE OF A NEW LIFEPAK 15 FOR AN ADDITIONAL \$30,000.

PASSED AND APPROVED THIS 27TH DAY OF 2020.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK



SECTION B

This contract, including its appendices and the attached Wheeled Coach Specifications, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company or Grimes has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications of amendments of this agreement, including the appendices and Wheeled Coach Specifications, must be in writing signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this 27st day of October 2020.

COMPANY	BUYER
<u>Ed M. Feld Equipment Co., Inc.</u>	<u>City of Grimes</u>
<u>113 N. Griffith Rd</u>	<u>101 NE Harvey Street</u>
<u>Carroll, IA 51401</u>	<u>Grimes, IA 50111</u>

BY: _____

NAME: Pat Macke _____

TITLE: Ambulance Consultant

DATE: _____

BY: _____

NAME: Scott Mikkelsen

TITLE: Mayor

DATE: 10-27-2020

ATTEST: _____

NAME: Rochelle Williams

TITLE: City Clerk

DATE: 10-27-2020

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SECTION C

Customer Information Sheet

To assist in processing your order, please furnish the following information with the contract.

Owner Information (For Apparatus Title - MSO)

Name of Owner: _____
Address: _____
City/State/Zip: _____
Contact Name/Title: _____
Phone: _____ Fax: _____

Station Information (For Service - Where Apparatus Will Be Housed)

Name of End User: _____
Address: _____
City/State/Zip: _____
Contact Name/Title: _____
Phone: _____ Fax: _____

Job Coordinator (For Engineering Changes & Approval, Etc.)

Contact Name/Title: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____

Person Responsible for Billing/Payments

Contact Name/Title: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____

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QUOTATION

Ed M. Feld Equipment Co., Inc.

Johnston/Grimes Metropolitan FD
Sean McAndrew
6373 Merle Hay Rd
Johnston, IA 50131

Johnston/Grimes Metropolitan FD
Sean McAndrew
6373 Merle Hay Rd
Johnston, IA 50131

Exp. Date: 09/24/2020
Quote No: 10172-0002
T1 - 170: 210160 STD
T1 - 170: 0990032STL
T1 - 170: 200011 STD

Model: Type 1 Ford - 170"Module - #1170F
Ford, F-550,193"WB,4x4, XLT, 170" , #1170F
Type 1 Ford - 170" Module - #1170F

10/19/2020 15:53:02

WO#:

Page 1

PART NO		S	DESCRIPTION	QTY	ID
			== Ford, F-550,193"WB,4x4, XLT, 170" , #1170F - 621.024 07/20/20 ==	1	WC
			PROPOSAL TYPES	1	WC
ILOS	00-02-0100	<	RFP - Request for Proposal	1	WC
	00-02-0400	S	Houston-Galveston Area Council (HGAC)	1	WC
	CHASSIS:			1	WC
	00-10-6163	<	Ford, 2020 F-550, 4x4 XLT, 6.7L 193" WB, 18,000GVW 2020-3	1	WC
	00-91-0000		Domestic Chassis	1	WC
	05-00-0250	<	Conversion, BOM, Type 1, 170 Module, F550 4x4 20-1	1	WC
			CAB TO MODULE MOUNTING:	1	WC
	10-10-1001	< >	Bellows, Passthru, Unigrip, F1 2008+, Std	1	WC
			CHASSIS ADD-ONS:	1	WC
	1A-10-0050	< >	Wheeled Coach Stainless Grille Logo, with reflective backing	1	WC
	1F-30-7556	<	Rear Suspension - Liquid Spring- 2017+ F550, 18k GVWR, 4x4	1	WC
OPT	1F-30-9000	< >	Switch, (1), Momentary, Dump	1	WC
	1F-30-SR02	X	Front Liquid Spring Suspension	1	
	2F-71-7103		Cab Flooring, Black Rubber, 2009+, F350/450, OEM	1	WC
			HEATING/AIR CONDITIONING:	1	WC
	5U-12-5000	>	Hoses, Heater, No Max, to Rear, STD	1	WC
ILOS	5U-70-0123	< >	Heat/AC, F1, 2011+, Combo, w/Coolbar , DAK Ducted	1	WC
	5U-81-1005		Gen III Fiberglass Cool Bar cover	1	WC
OPT	5U-90-1165	< >	Heat/Air Conditioner Located Center over WT/PT, ILOS	1	WC
OPT	5U-92-1050	X	Dual Digital thermostat	1	
			BATTERY SWITCHES:	1	WC
	60-22-1030	<	Battery Sw, 5min Timer, F1, Fig 5B, Batt under Hood	1	WC
			CONSOLES:	1	WC
ILOS	7U-10-4150	S	< > Console, Center, CUSTOM- SR	1	WC
			BULKHEAD CABINET:	1	WC
	TF-50-1000	<	Bulkhead, Unigrip, Pass Thru,153/170x67, Ford	1	WC
			WHEELCOVERS:	1	WC
	X5-10-3901	<	Covers,Wheel,Phoenix,F450,4X2/4x4,1153/1170	1	WC
			== Type 1 Ford - 170" Module - #1170F - 621.024 07/20/20 ==	1	WC
	00-05-0100	<	This unit built in accordance with KKK-A1822-F CN 10	1	WC
	35-05-0055		Type 1 - 170" Module - Standard Model Series	1	WC
	35-05-0060		Type 1 - 170" Module General Body Construction Spec	1	WC
	35-05-0065		Type 1 - 170" Module Vehicle Body Structure Spec	1	WC
	35-05-2000	<	INTERIOR CABINETS -Duralite Construction, Wood, CN10 compliant	1	WC

PART NO		S	DESCRIPTION	QTY	ID
MODULE BODIES:				1	WC
ILOS	35-10-0068	<	Aisle Space, 50 inches, STD, Type 1, Std Model Only	1	WC
	35-10-0502		Headroom, 72 in. Type 1 - 170" module, #1170F/D	1	WC
	35-10-0990		Add Dogleg in Compt "E" for Recessed Suction in Face of A/A	1	WC
OPT	35-10-SR01	X	Module headroom of 74"	1	
OPT	35-11-0300	< >	Drop Skirt, 6 inches forward of rear wheels, Both sides	1	WC
OPT	37-00-0350	<	Coating, Polyurethane, Per compartment (1) Each	6	WC
	37-00-0360		Coating, Polyurethane, Rear Bumper Supports	1	WC
	37-00-0400	< >	Compartments, Diamond Plate Finish (1) Per Compt	6	WC
	37-00-0500	< >	Compartments, Std, Floor 3" Drop Down from Door Opening	4	WC
ILOS	37-00-0600	< >	Compartments, Sweepout	2	WC
	37-00-0710	<	Duraseam Doors, with Hidden Jambs	1	WC
	39-A0-06SR	< >	A, Compt, Custom, Hoseline, 170" Module	1	WC
ILOS	39-B1-0155	<	B1, Compt, Std, 170" Module, 72" HR, #1170F/D	1	WC
ILOS	39-B2-04SR	< >	B2, Compt, Custom, 170" Module, #1170F/D	1	WC
ILOS	39-D0-06SR	< >	D, Compt, Custom, 170" Module, Std Model only	1	WC
ILOS	39-E0-02SR	< >	E, Compt, Custom, 170" Module	1	WC
ILOS	39-F0-05SR	< >	F, Compt, Custom, 170" Module, Std Model Only	1	WC
FUEL FILL HOUSING:				1	WC
	3A-10-1000	>	Housing, Fuel Fill, Cast, F1/C1/D1/M2	1	WC
EXTERIOR DIVIDERS:				1	WC
OPT	3F-10-2000	<	Divider, Vertical, (1), LF, Full Height	2	WC
SHELF- COMPARTMENT "A"/RF CABINET:				1	WC
	3F-20-1000	< >	Shelf, Adjustable,(1), RF Cabt Custom	1	WC
SHELF- COMPARTMENT "D":				1	WC
	3F-40-3001	< >	Shelf, Custom, Adj, Cmpt "D", (1), Std Model only	1	WC
SHELF- COMPARTMENT "E":				1	WC
OPT	3F-50-2000	>	Shelf, Custom, Adj, Cmpt "E", (1)	1	WC
OPT	3F-60-7500	< >	Shelf, Fixed, Exterior Compt, Located:	1	WC
WINDOWS:				1	WC
ILOS	3P-10-4200		Windows, Upper, CS/Fixed, Rear/Fixed, Std Tint, PAN, ILOS	1	WC
MODULE ENTRY DOOR HANDLES:				1	WC
	3U-30-8000		Handles, Patient Entry, Trimark Black/Chrome "SafePass" STD	1	WC
EXTERIOR COMPT DOOR HANDLES:				1	WC
	3U-40-0510	>	Handle, Module Compt, Trimark, Black/Chrome, STD	6	WC
OPT	3U-40-0514	< >	Latch, Paddle, Trimark, For Trailing Door	1	WC
ELECTRICAL LOCKS SWITCHING:				1	WC
OPT	3U-60-1900	< >	Switch, Stealth, Cab Doors	1	WC
OPT	3U-70-0000	X	Keypad numeric, wireless, electric door lock	1	
DOOR HOLD OPENS:				1	WC
	40-10-1611	< >	Hold Opens,Rr Doors,Cast,Grabber (2), 5.5", Std Model only	1	WC
	40-10-7200		Hold Open, Gas Strut, Ext Compt, 30lb, Std	6	WC
	40-10-7205		Hold Open, Gas Strut, RF Compt, 30lb, Std	1	WC
	40-10-7750	<	Holdopen, Gas Strut, CS Entry Door, 35# Standard.	1	WC
DOOR PANELS:				1	WC
	45-10-4520	< >	Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, Reflective Logo, STD	1	WC
FENDER FLARES:				1	WC
OPT	4A-10-3001	>	Flare, Fender, Bright Finish, Std Model only	1	WC
	4A-10-SR01	X <	all chrome to be blacked out on entrie ambulance	1	
BUMPERS:				1	WC
	4F-10-1101	<	Bumper,Rear,w/ Skids & Flip Up,F1/C1,w/LED DOT lts,Std Model	1	WC
RUNNING BOARDS:				1	WC

	PART NO	S	DESCRIPTION	QTY	ID
	4K-10-2112		Running Boards, Standard, 2017+ F450, w/ Gator Grip, #1153F/1170F	1	WC
			SKIRTRAILS	1	WC
ILOS	4U-10-9250		Skirtrails, Extruded "C" channel (E-one Style) ILOS	1	WC
	4U-10-9500		Tape, Reflective, White, For Extruded Skirtrails	1	WC
OPT	4U-10-SR02	X <	rub rail lights	1	WC
			STONE GUARDS (FRONT):	1	WC
	4U-11-2000		Stone Guard, Front, Dia Plate, Type 1 & Ford Type 3	1	WC
			KICKPLATES (w/STD. REAR STONEGUARDS):	1	WC
	50-10-0A07		Kickplate, Under-Ride Bumper, w/ Tag recess and No lights	1	WC
	55-10-3050	<	Holder, License Plate, Cast, for Underride Bumper	1	WC
			SILL PROTECTORS	1	WC
	55-30-4001		Sill Protectors, Stainless, All Compts, Std Model only	1	WC
OPT	55-80-4010	<	Splash Plate, Stainless, @ Fuel Fill, 10in Wide	1	WC
OPT	55-80-4015	<	Splash Plate, Stainless, @ DEF Fill, 10in Wide	1	WC
			MODULE STEPWELL:	1	WC
OPT	55-90-6000		Stepwell, Double Step, ILOS, Type 1	1	WC
	55-90-6100		Thresholds, Stainless Steel, Painted with Black Poly-urea coating- Standard	1	WC
			MUD FLAPS:	1	WC
	5A-10-1001		Mud Flaps, Rear, W/Logo, Std Model only	1	WC
			PAINT/BELTS:	1	WC
ILOS	5F-10-1800	< >	Paint Belt, Belt Line Down, Red or Metallic Upcharge	1	WC
ILOS	5F-10-3200	< >	Paint, Entire Unit, Red or Metallic Upcharge	1	WC
			PINSTRIPE: - PER ROLL	1	WC
ILOS	5K-10-5500	>	Pinstripe, Gold, Non-Reflective, 1/2 In	2	WC
			DECAL PACKAGES INSTALLED:	1	WC
	5P-10-5001		Roof Star, White Border, Installed, Std Model Only	1	WC
OPT	5P-10-SR01	X	Graphics Package	1	WC
			ELECTRICAL SYSTEM: Circuitboard	1	WC
			COAX CABLES/ANTENNAS:	1	WC
	65-10-3001	< >	Coax Cable, RG58/U, (1), Additional, Std Model only	1	WC
	65-30-1000	< >	Coax Cable, RG58/U, (1) Each, Standard, Terminate:	1	WC
			12VDC POWER SOURCES & OUTLETS:	1	WC
	6A-22-200E	< >	Outlet, Cigar Lighter, STD, (2), A/A	1	WC
OPT	6A-22-2500	< >	Outlet, Cigar Lighter, IATS, (1)	2	WC
	6A-22-5200	<	Outlet, Kussmaul, USB Dual Port, 5VDC, 3 Amp output, switch panel location	1	WC
	6A-22-5200	<	Outlet, Kussmaul, USB Dual Port, 5VDC, 3 Amp output, switch panel location	1	WC
			POWER SOURCE, 12 VDC	1	WC
	6A-23-0910	<	Power Source, 12VDC, 20A, Ignition/Shoreline Hot	1	WC
	6A-23-1201	< >	Power Source, 12 VDC, 15 Amp (+-), Std Model only	1	WC
	6A-23-3001	< >	Power Source, 12 VDC, 30 Amp (+-), Std Model only	1	WC
			ELECTRICAL ACCESSORIES	1	WC
OPT	6E-10-4600	< >	Refrigerator, Norcold, 12VDC/125VAC, #NR751BB, 2.7 Cu.Ft.	1	WC
OPT	6E-10-SR01	X <	Brigade 360 camera	1	WC
			SHORELINE INLETS:	1	WC
OPT	6F-80-5400	< >	Shoreline Indicator Light, 125 VAC, LED, Green	1	WC
ILOS	6F-90-4105	< >	Super Auto Eject, 20 amp, ILOS, Red, Std Model Only	1	WC
			125 VAC OUTLETS:	1	WC
	6K-40-1000	<	Outlet, 125 VAC, Duplex, (2), STD	1	WC
OPT	6K-40-2000	< >	Outlet, 125 VAC, Duplex, IATS	3	WC
	6U-10-5000	<	Battery Charger, Conditioner, Progressive Dynamics, PD9130	1	WC
			INVERTERS:	1	WC
ILOS	7F-10-9900		Inverter/Charger, Xantrex, Freedom HF 1800	1	WC
OPT	7U-10-SR01	X <	Knox Secure Key KSM -200K1	1	WC
			GAUGES/METERS:	1	WC

	PART NO	S	DESCRIPTION	QTY	ID
	D0-10-1200		Meter, Analog, Volts, F1	1	WC
	D0-10-6500	<	Alarm, Low Voltage, Audio/Visual	1	WC
			SIREN SPEAKERS:	1	WC
	DF-10-1243	<	Siren Speakers, Cast SAD/PSAD3827-20FSD-1, F-Series 2020, Std	1	WC
			SIRENS:	1	WC
	DK-10-1400	>	Siren, Whelen, WS-295-SLSA1, Standard	1	WC
OPT			AIR HORNS:	1	WC
OPT	DP-10-3000	< >	Airhorn, Buell 5440 Comp, 12" & 15" Horns	1	WC
OPT	DP-10-9215	< >	Brackets, Airhorn Under Front Bumper, F-Series, 2017+	1	WC
			SWITCHING OPTIONS FOR AIR HORNS & SIRENS:	1	WC
	DP-11-1000		Switch, Siren/Horn Thru Horn Ring	1	WC
			AUDIBLE ALARMS:	1	WC
	F0-11-3501		Alarm, Back-Up, Auto Reset, Std Model only	1	WC
			VEHICLE EXTERIOR LIGHTING	1	WC
			WHELEN 45KKK ADVANTAGE PLUS LIGHT BAR	1	WC
			WARNING LIGHTS	1	WC
OPT	FU-39-SR01	X	smoked lens on all exterior lights	16	
OPT			WHELEN M9 SERIES LED FLASHING LIGHTS:	1	WC
OPT	FU-41-0105		> Light, M9RC, LED, Whelen, Red, Clear Lense, ILOS, W/Flange	4	WC
OPT	FU-41-0110		> Light, M9AC, LED, Whelen, Amber, Clear Lense, ILOS, W/Flange	1	WC
OPT	FU-41-0111		> Light, M9AC, LED, Whelen, Amber, Clear Lense, IATS, W/Flange	2	WC
OPT	FU-41-0114		> Light, M9C, LED, Whelen, Clear, ILOS, W/Flange	1	WC
OPT	FU-41-0127		> Light, M9J, LED, Whelen, R/B, Clear Lense, ILOS, W/Flange	6	WC
OPT	FU-41-0140		> Light, M9BC, LED, Whelen, Blue, Clear Lense, ILOS, W/Flange	4	WC
OPT	FU-41-0200		Flange, Whelen M9, Black, M9FB	18	WC
			5 SERIES(LIN6) NON-SPLIT LED LIGHTS:	1	WC
ILOS	H4-06-5712	< >	Light, 5L LIN6, Whelen, Red, Clear Lens, 50R02ZCR, Std, F1/D1 Only	2	WC
OPT	H4-07-SR01	X	additional grille lights - blue in color with clear lens	2	
			WHELEN 5E FLANGES/HOUSINGS:	1	WC
	H4-10-0044		> Housing, 5L Series, #5LSMAC, (1), Std, F1/D1 Only	2	WC
			INTERSECTION LIGHTS, FORD & Chevy Type 1, WHELEN	1	WC
	H5-59-500E	<	Light, Whelen, LINZ6R, LED-Red, Std	2	WC
			CORNER CAP LIGHTS	1	WC
	HF-11-6049	<	Corner Cap Lts, Multi-LED, (2) Amber (2) Red w/Flashers, Std Model	1	WC
			CLEARANCE LIGHTS:	1	WC
	HF-12-9100		Light, Clearance, Amber LED, ILOS	3	WC
	HF-12-9601	<	Light, Clearance, Red LED, Std Model only	3	WC
			SCENE AND LOAD LIGHTS	1	WC
ILOS	HK-20-110M	<	Light, LED, Whelen, Clear, #9SC0ENZR, 24 LED, ILOS, (1) W/ Chrome Flange	2	WC
OPT	HK-20-SR02	X	Whelen Pioneer PCPSM2C with black flange	5	
			WARNING LIGHT FLASHERS	1	WC
	HU-24-6400	< >	Flasher, Vanner, 9860GCPE, Standard	1	WC
			HARNESS LAYOUT:	1	WC
			V-MUX ELECTRICAL SYSTEMS :	1	WC
ILOS	J6-10-0300	>	V-MUX Electrical System, Vista IV, Non Touch, Mods, ILOS	1	WC
	J6-10-0625	< >	V-Mux, Swivel for Vista Display Mounting	1	WC
OPT	J6-10-0675		V-Mux, Additional Vista IV, Non Touch Display	1	WC
	J6-10-2000	<	V-MUX Electrical System, Engineering Programming	1	WC
			STOP/TURN/TAIL LIGHTS:	1	WC
OPT	JA-10-600E	< >	Turn Arrows, Whelen 6H, Amber, IATS, Pair, 60X000TB	1	WC
ILOS	JA-13-8012	<	Tailights, Whelen, LED Stop/Tail, Turn & LED Backup, w/ WC logo, ILOS	1	WC

PART NO		S	DESCRIPTION	QTY	ID
			MODULE OVERHEAD HEADLINER:	1	WC
	JK-10-6510		> Headliner, Flat, PVC, w/ Hinged trough cover, 160"+ MAV/T1	1	WC
			12VDC INTERIOR LIGHTING:	1	WC
ILOS	JP-10-0611		< Lights, Dome, LED, Whelen, White Flng, (4) S/S, (3) C/S, ILOS	1	WC
ILOS	JP-10-7015		Light, Stepwell, LED, Whelen #TOCACCCR, 2in, ILOS	1	WC
ILOS	JP-10-8040		Light, Grote 12v, LED Strip, In A/A ILOS	1	WC
ILOS	JP-11-4710		< Lighting, LED, Recessed into Trough cover- White/Blue	1	WC
			12VDC INTERIOR LIGHTING - FLUORESCENT:	1	WC
			LIGHTS & MISCELLANEOUS:	1	WC
	JR-50-1050		Handheld Spotlight - Sho-Me 200,000 CP	1	WC
OPT	JR-50-2600		< > Lights, (2) 4in, to Illum Running Boards, Constant Hot	1	WC
OPT	JR-50-2880		< Lighting, Compt, LED Hi-Brite Flex, ILOS	1	WC
OPT	JR-50-2895		< Lighting, Cabt, LED Hi-Brite Flex, Per Cabt	9	WC
OPT	JR-50-7010		Lights, (2), Side Marker, Red, 4 inch, LED, ILOS	1	WC
OPT	JR-50-SR01	X	< module doors lights on interior - on when compartment doors are open	9	
	JR-60-2003		< > Timer, Momentary Sw, 15 Minute, Constant Hot, Std Model only	1	WC
OPT	JR-70-0005		< Light, in Circuit Board Area, for Electrical Troubleshooting	1	WC
OPT			CLOCKS:	1	WC
OPT	L0-10-2550		< > Clock, Intellitec, Installed	1	WC
			SUCTION PUMPS:	1	WC
	LP-10-0500		Suction Pump, Standard	1	WC
			INSULATION:	1	WC
	LU-10-1000		Insulation, Fiberglass, Unfaced	1	WC
			GRABRAIL(S)/GRABHANDLES:	1	WC
OPT	N0-10-6500		Grabrail, Overhead, 59IN, Handicap Style, Stainless, IATS	1	WC
	N0-10-9000		Grabrail, Overhead, 117 In, Stainless, Handicap Style, ILOS	1	WC
ILOS	N0-11-0503		< Handrails, (3), Custom "L" Shape, 1" SS, Entry Drs, Std Model	1	WC
			O2 CYLINDER RACKS:	1	WC
	NA-10-3550		< Rack, Multiversal, #QR-MV, W/ Straps	1	WC
	NA-10-6502		Track, Unistrut for Oxygen Rack -Standard per ECN	1	WC
			O2 SYSTEMS COMPLETE:	1	WC
	NF-50-1001		< > O2 Sys, LF, (2) O2/(1) Vac Port A/A, (1) O2 C/S, Std Model only	1	WC
OPT			ELECTRIC O2 W/BYPASS:	1	WC
OPT	NK-51-1000		< > O2 Sys, LF Stor, 2-AA Elec, 1-VAC Out, 1-C/S	1	WC
OPT	NU-56-1850		< > O2 Outlet, Additional, Ohio, Terminate, Mods	1	WC
			O2 SYSTEM PARTS:	1	WC
	P0-59-7500		Regulator, Oxygen Cylinder, Preset 50PSI, Installed	1	WC
			SUCTION CONTAINERS:	1	WC
	PA-10-7003		< > Regulator/Holder, SSCOR 23002 with Canister clip-CN 10 Compliant	1	WC
			COT MOUNTS:	1	WC
OPT	PF-26-3450		< Stryker Power/Performance Load- Structure plates & Wiring for Future Install	1	WC
ILOS	PF-35-9002		Cut Floor for Cot Mount Floorplate (Will be installed after delivery)	1	WC
			IV HOOKS:	1	WC
OPT	PP-20-8500		> IV Hook, Cast, Fold Down Recessed, ILOS	2	WC
OPT			KICK PLATES STAINLESS STEEL, ON CABINETS:	1	WC
OPT	PU-10-1000		Kickplate, 8" Brushed S/S, Face Of Squad Bench	1	WC
OPT	PU-10-2000		Kickplate, 8" Brushed S/S, On Face of Basewall	1	WC
	R5-10-8000		< > Wrench, Oxygen, Tethered, Mods	1	WC
	R5-11-5710		< Seatbelt, Assy, (4 Point), Per4Max, Black, (1) Each - CN-8	3	WC
	R5-11-5810		Restrain Belts, Squad Bench (3) Standard	1	WC
OPT			DRI-DECK/TURTLETILE:	1	WC
OPT	RA-10-2000		> Dri Deck, Black, All compt. Floors and Shelves	1	WC

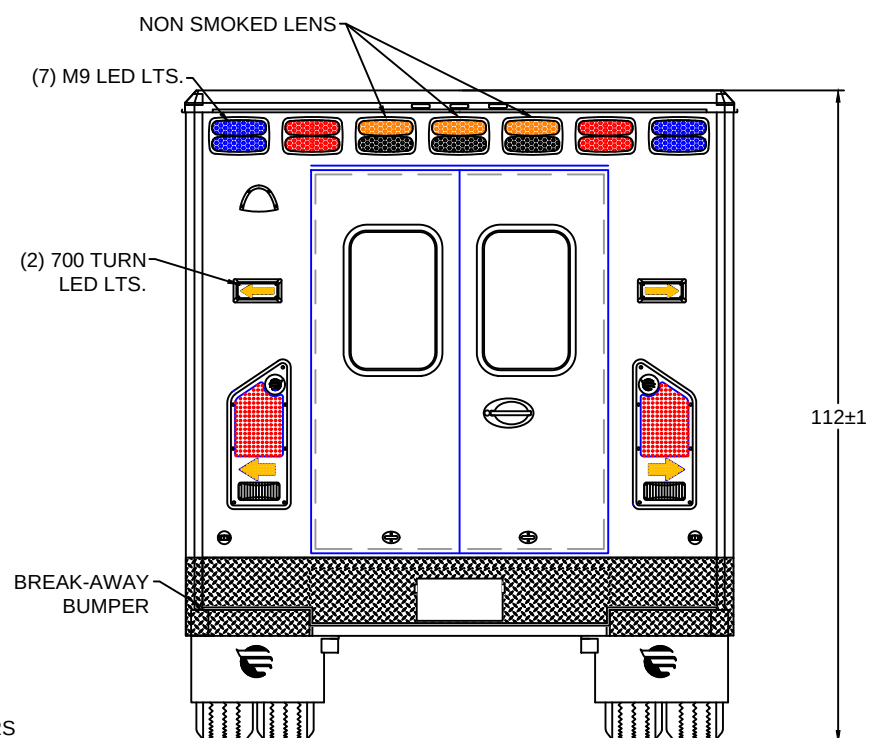
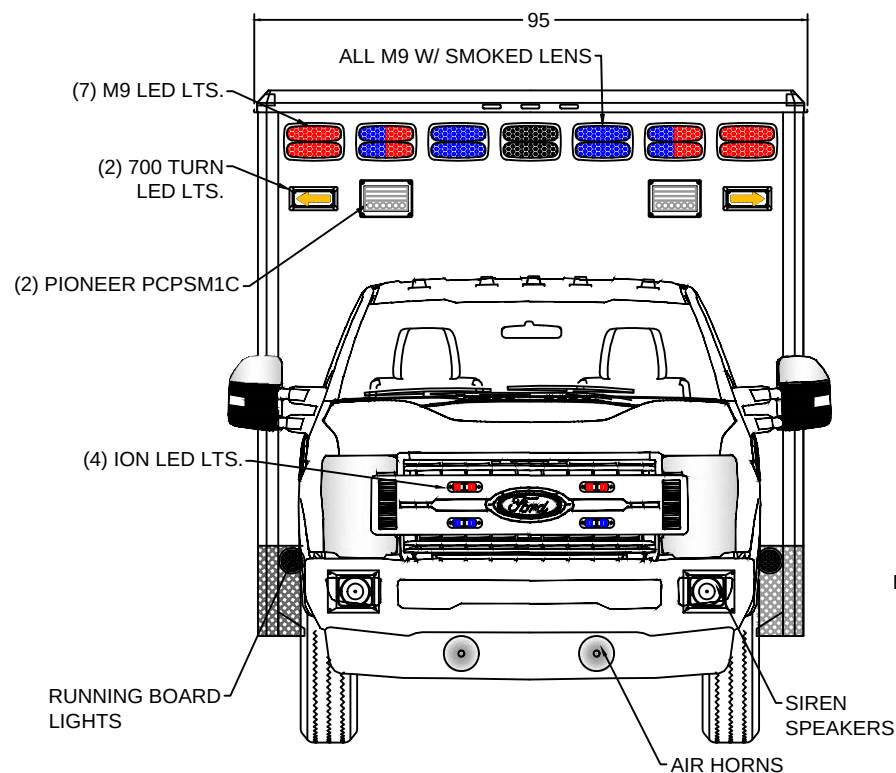
PART NO		S	DESCRIPTION	QTY	ID
MODULE INTERIOR				1	WC
	RU-05-0000		Interior Cabinets - Duralite Construction, Wood -CN 10 Compliant	1	WC
MICA COLOR:				1	WC
	RU-10-3001		Mica, Light Gray Gloss, Std Model only	1	WC
SUB FLOORING:				1	WC
	RZ-99-0050		Flooring, Wood, Type 1, Std	1	WC
FLOORING:				1	WC
	T0-11-8201		Flooring, Lonplate II, Gunpowder Grey #424TX, Std Model only	1	WC
SEAMLESS 1880 COMFORT CHILD SAFETY SEATS				1	WC
	T5-10-0110		> Seat, Attendant, EVS 1880, Child safety, Comfort, Gunmetal, Per4Max Belt-Black	1	WC
ILOS	T5-11-4750		Attendant's Seat Base, EVS Swivel 2 Pos	1	WC
SEAMLESS UPHOLSTERY:				1	WC
	T5-25-0500		Uph, Smless, Gunmetal, No Bio, No Post & Wheel	1	WC
CUSHIONS:				1	WC
	T5-40-2106		> Upholstery, Backrest Cushion, EVS, Gunmetal, w/ WC Logo	4	WC
O2 DOOR:				1	WC
	TK-10-5000		> Lexan Flap W/Hinge	1	WC
GLOVE HOLDERS:				1	WC
OPT	TN-20-SR01	X <	Glove holders rear	1	
OPT	TN-20-SR02	X <	3 glove holder front of module	1	
OPT	TN-20-SR03	X <	3 glove holders	1	
RIGHT FRONT CABINET:				1	WC
OPT	TU-20-SR01	X	Transverse compartment from A across the bulkhead wall into F for the Backboards	1	
OPT	TU-20-SR04	X <	Right Front Cabinet	1	
SQUAD BENCH:				1	WC
ILOS	V5-20-50SR	S < >	Squad Bench, Custom	1	WC
LID 170 INCH BOX:				1	WC
	V5-64-1501	<	Lid, Squad Bench, Single W/Bio-Waste, 170", Std Model only	1	WC
HARDWARE:				1	WC
	V5-80-1005		Handle, Trimark, Squad Bench, STD	1	WC
	V5-82-2500		Strut, Gas, 60 LB, Installed, ILOS, Mods	1	WC
CURBSIDE SPLINT CABINET 160-170 inch Module				1	WC
ILOS	VA-40-4535	< >	CS Splint, 7in Deep, 2 Sect, Clear Lexan Flapglass, 170 Module	1	WC
CURBSIDE REAR CABINET:				1	WC
ILOS	VF-20-20SR	< >	Cabinet, Curbside Rear, Custom	1	WC
	VF-20-20SR	X < >	Cabinet, Curbside Rear, Custom	1	
CABINET H, BASEWALL 170", T1/T3				1	WC
ILOS	VH-H2-0400		H, Cabinet, Deleted	1	WC
CABINET I, BASEWALL 170", T1/T3				1	WC
	VH-I2-0400		I, Cabinet, Deleted	1	WC
CABINET M, BASEWALL 160-170", T3				1	WC
	VH-M1-0300		M, Cabinet, deleted	1	WC
CABINET O, BASEWALL 160-170", T1/T3				1	WC
ILOS	VH-O1-0200		O, Cabinet, deleted	1	WC
CABINET CPR, BASEWALL, 149"-170", T1 & T3				1	WC
ILOS	VH-Q0-SR00	XS < >	CPR, side seat, Custom	1	WC
OPT	VH-Q0-SR01	X <	locate the sharps and the waste in the top of the action area countertop	1	
	VH-R1-0105	<	"U" Barrier Bar, Padded, 6 7/8 x 7 1/2, 1.5 inch SS, CPR Seat, Gunmetal	1	WC
CABINET J, STREETSIDE UPPER 170", T1/T3				1	WC
	VI-J2-0100		J, Cabinet, std	1	WC
CABINET K, STREETSIDE UPPER 160-170", T1/T3				1	WC

	PART NO	S	DESCRIPTION	QTY	ID	
ILOS	VI-K1-SR00	XS	< > K, Cabinet, Custom	1	WC	
			CABINET L, STREETSIDE UPPER 160-170", T1/T3	1	WC	
ILOS	VI-L1-0310		L, Cabinet, L1, L2 Combine into 1 Large Cabinet, Full F	1	WC	
			BASEWALL DOORS:	1	WC	
			TELEMETRY AREA WORK SURFACE	1	WC	
			ACTION AREA WORK SURFACE	1	WC	
ILOS	VP-10-5914		< > A/A Tray, 149"-170", W/O Bio, Poured, Gray	1	WC	
OPT	VP-10-SR03	X	Bottom drawers to have plexiglass on the top for use as a writing surface	1		
			ACTION AREA 165/170 INCH BOX:	1	WC	
	VP-15-7015	<	Cab,A/A, No Biowaste, w/Recessed Suction, 160-170" In	1	WC	
	VU-14-4001	< >	Shelf Track, Cabt, #HA24663, Upgrade, Std Model only	4	WC	
ILOS	VU-15-1020		Cab "J" Clear Polycarbonate Slider -CN 10 Compliant	1	WC	
ILOS	VU-15-7120		> Cab "L1,L2,L3" Combined, Clear Polycarbonate Slider -CN 10 Compliant	1	WC	
			DRUG BOX:	1	WC	
			SHIP LOOSE ITEMS:	1	WC	
	YY-00-0001		> Bracket, Spare Tire Mounting, Ship Loose	1	WC	
	YY-10-6400		Ship Loose, W.C. Standard Items	1	WC	
	YY-13-3000		> Spare Tire, OEM only, Ship Loose	1	WC	
			WARRANTIES	1	WC	
	ZZ-10-0101		Warranty, Conversion, 12 Month	1	WC	
	ZZ-10-0201		Warranty, Paint, 60 month Prorated, Standard	1	WC	
	ZZ-10-0350		Warranty, Structural, 20 Years, Std., Mods	1	WC	
	ZZ-10-0601		Warranty, Limited Electrical	1	WC	
	ZZ-10-0701		Warranty, Cabinet Construction	1	WC	
	ZZ-ZZ-0200		> End Of Order	1	WC	
			Total			0.00

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



EXTERIOR COMPARTMENT DIMENSIONS IN INCHES

INTERIOR DIMENSIONS				PASS THRU		INTERIOR DIMENSIONS				JAMB OPENING	
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH

50" AISLE

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING



TYPE 1 FORD 2021
FRONT / REAR
EXTERIOR VIEWS

DATE: 10/13/20

SCALE

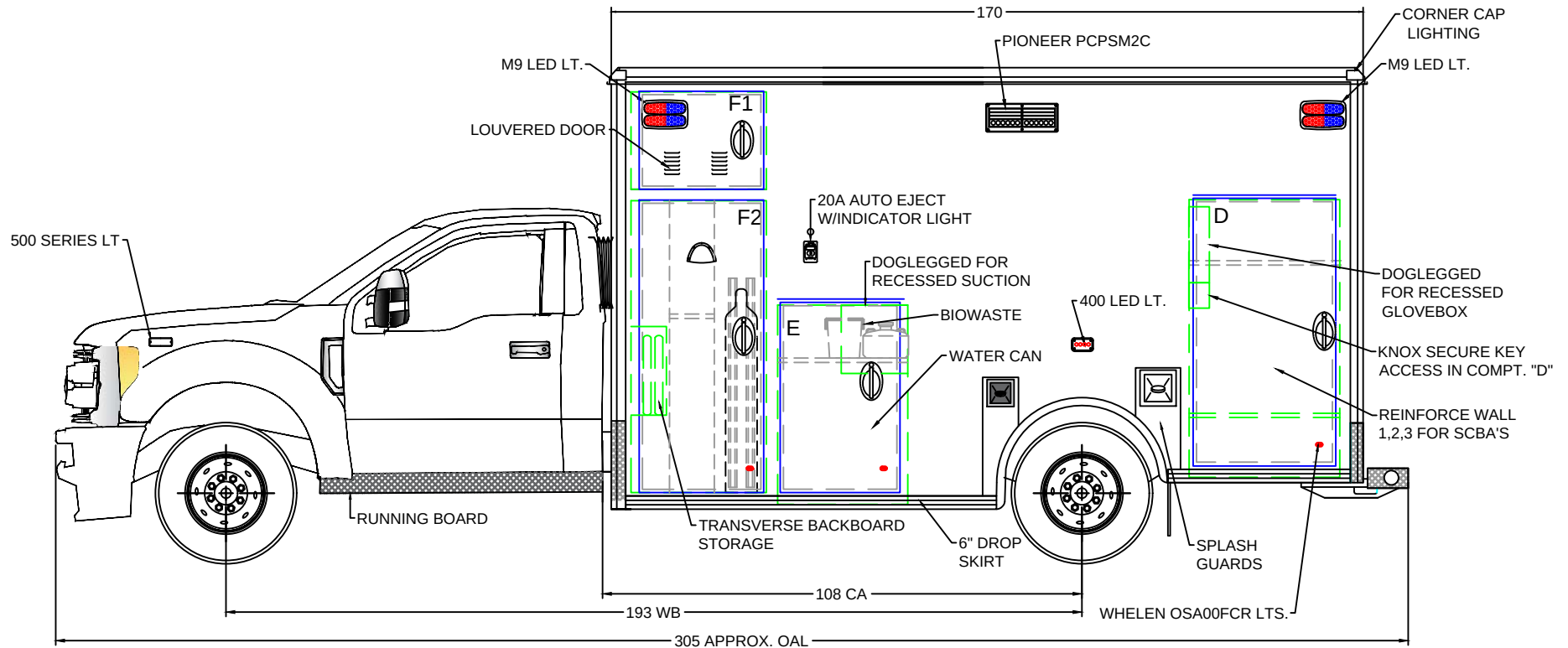
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DWG NO 1 / 9

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



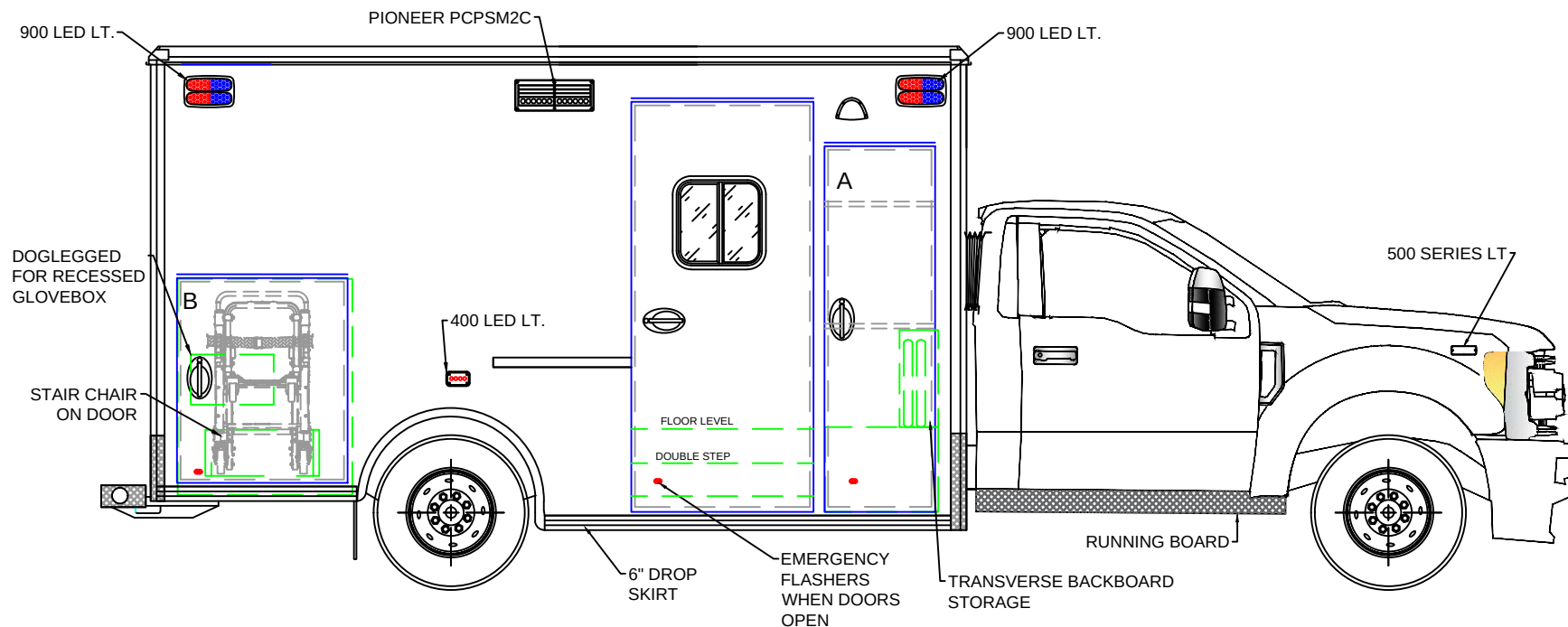
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EXTERIOR COMPARTMENT DIMENSIONS IN INCHES															
INTERIOR DIMENSIONS				JAMB OPENING		INTERIOR DIMENSIONS				JAMB OPENING					
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH				
D	61.50	34.00	17.00/20.00	58.50	30.50										
E	43.75	29.25	17.00	41.00	27.00							TYPE 1 FORD 2021 LEFT EXT. VIEW			
F1	23.00	30.50	17.00	22.50	27.25										
F2	65.00	30.50	17.00	64.50	27.25										
50" AISLE												DATE	10/13/20	SCALE	
												DRAWN BY	AP	DWG NO	2 / 9

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



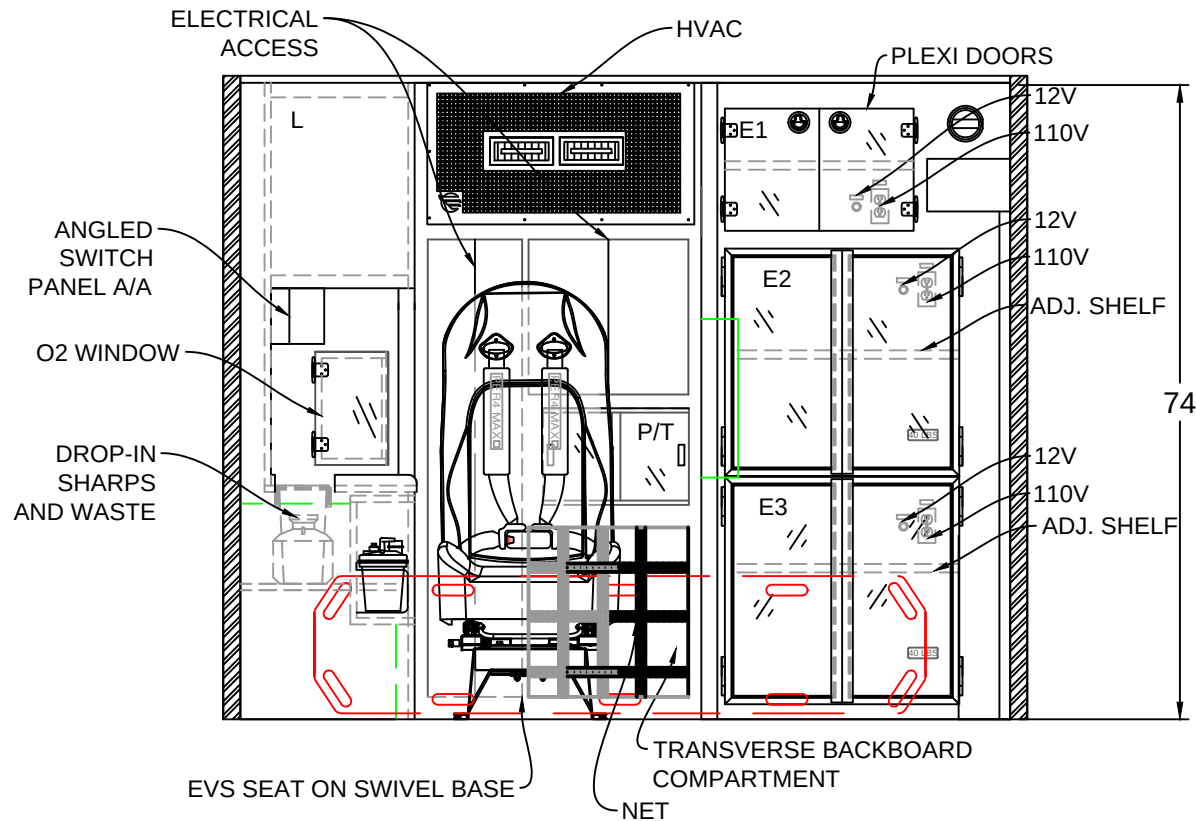
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REFERENCE ONLY PRIOR TO FINAL ENGINEERING

EXTERIOR COMPARTMENT DIMENSIONS IN INCHES														
INTERIOR DIMENSIONS				JAMB OPENING		INTERIOR DIMENSIONS				JAMB OPENING				
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	TYPE 1 FORD 2021 RIGHT EXT. VIEW		
A				71.50	21.25									
LOWER-A	17.50	24.50	19.00											
B	45.25	36.00	17.00	42.25	32.50									
50" AISLE												DATE	10/13/20	SCALE
												DRAWN BY	AP	DWG NO 3 / 9

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

CABINET WEIGHT RATINGS:
NON-RESTOCKING = 40 LBS.
RESTOCKING = 30 LBS.

INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
E1	16.00	24.00	24.50				
E2	26.00	33.50	24.50				
E3	26.00	33.50	17.50				



TYPE 1 FORD 2021
BULKHEAD INTERIOR

DATE 10/13/20

SCALE

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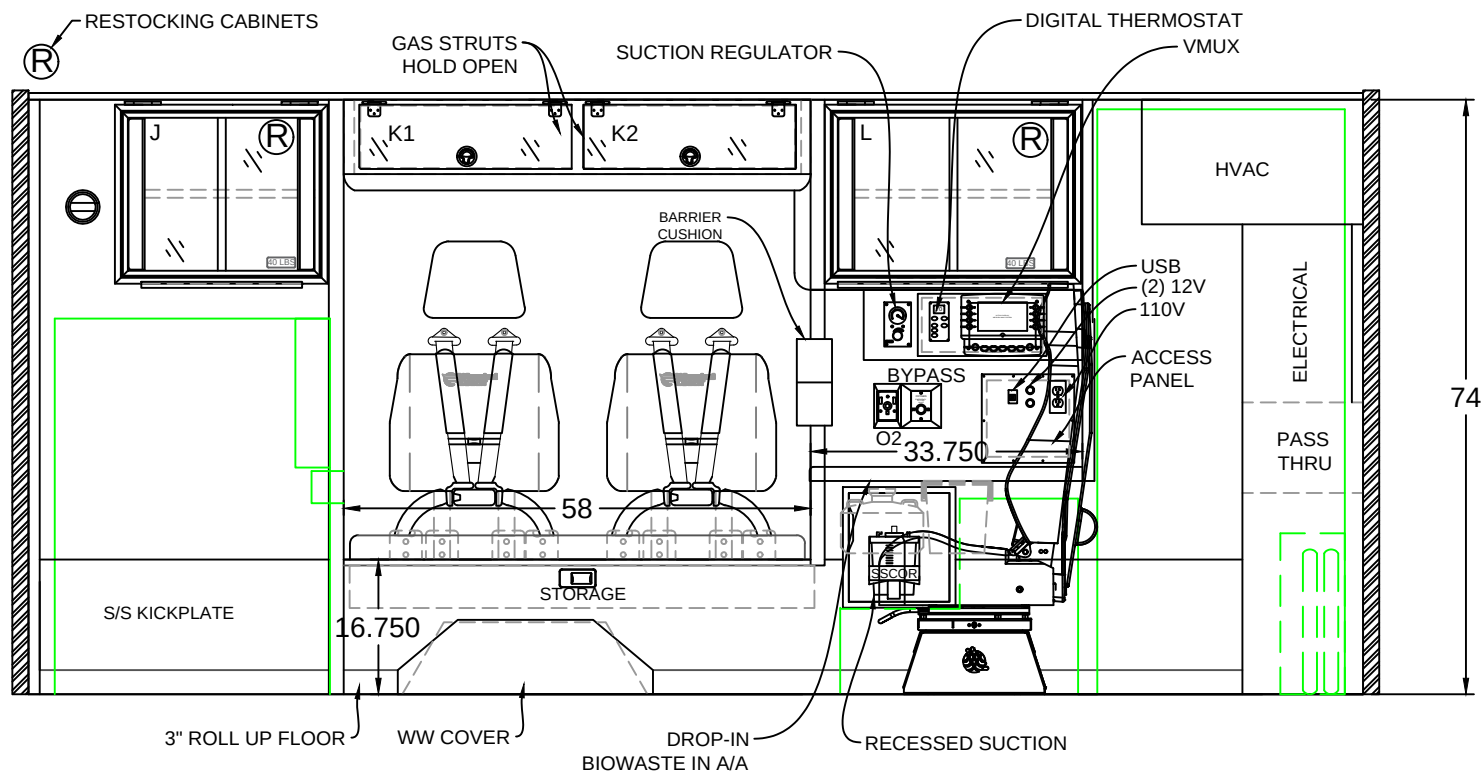
DWG NO 4 / 9

50" AISLE

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH		CABINET	HEIGHT	WIDTH	DEPTH	
					CPR	4.50	56.50	18.25	
J	20.75	25.00	21.25						
K1	7.00	26.25	7.00						
K2	7.00	26.25	7.00						
L	20.75	30.25	16.00						

50" AISLE

CABINET WEIGHT RATINGS:
 NON-RESTOCKING = 40 LBS.
 RESTOCKING = 30 LBS.

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED
 TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
 REFERENCE ONLY PRIOR TO FINAL ENGINEERING



TYPE 1 FORD 2021

LEFT INTERIOR

DATE: 10/13/20

SCALE

DWN BY

AP

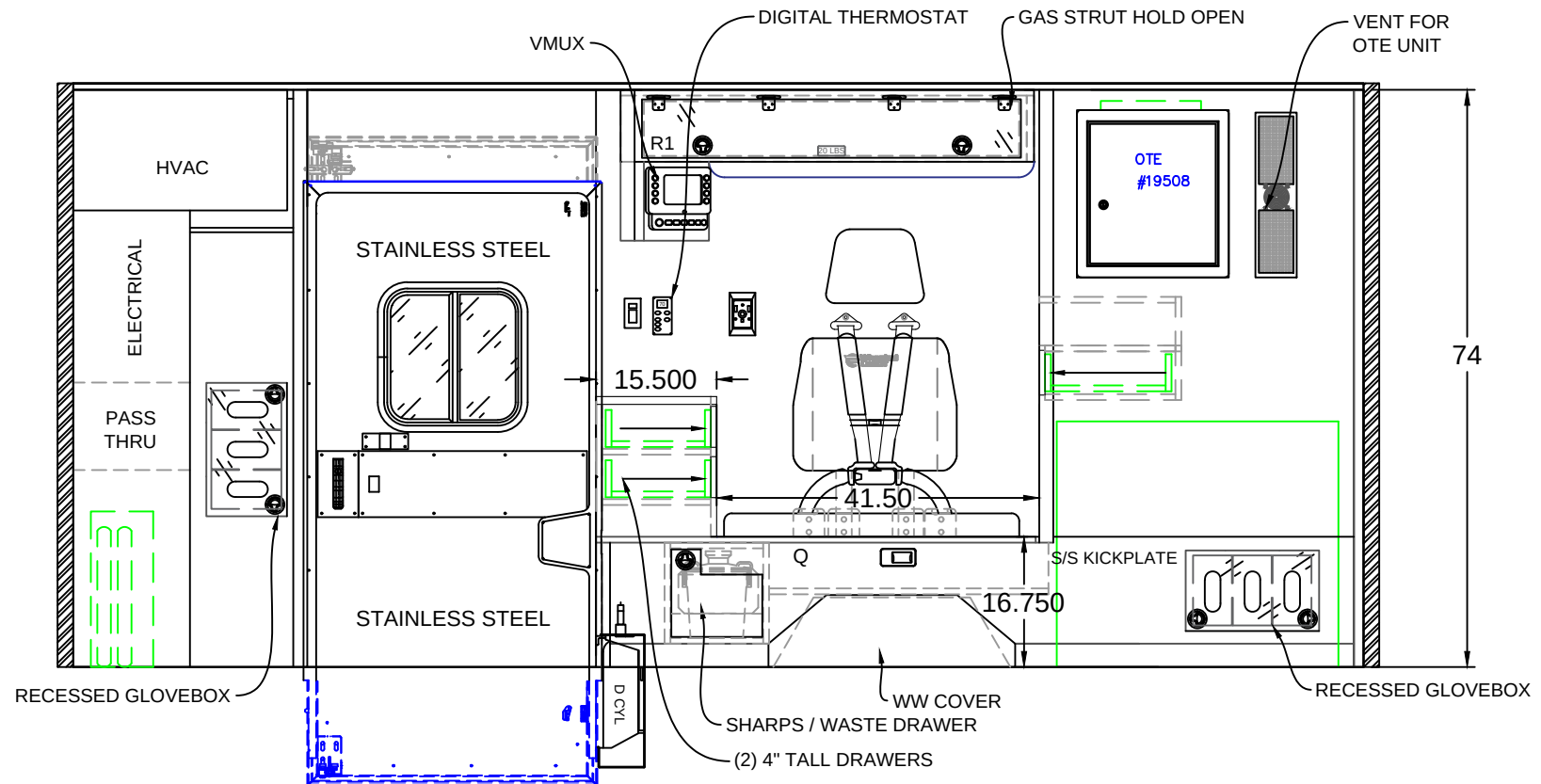
DWG NO

5 / 9

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



INTERIOR CABINET DIMENSIONS IN INCHES



TYPE 1 FORD 2021

RIGHT INTERIOR

DATE: 10/13/20

SCALE

OWN BY

AP

DWG NO

6 / 9

50" AISLE

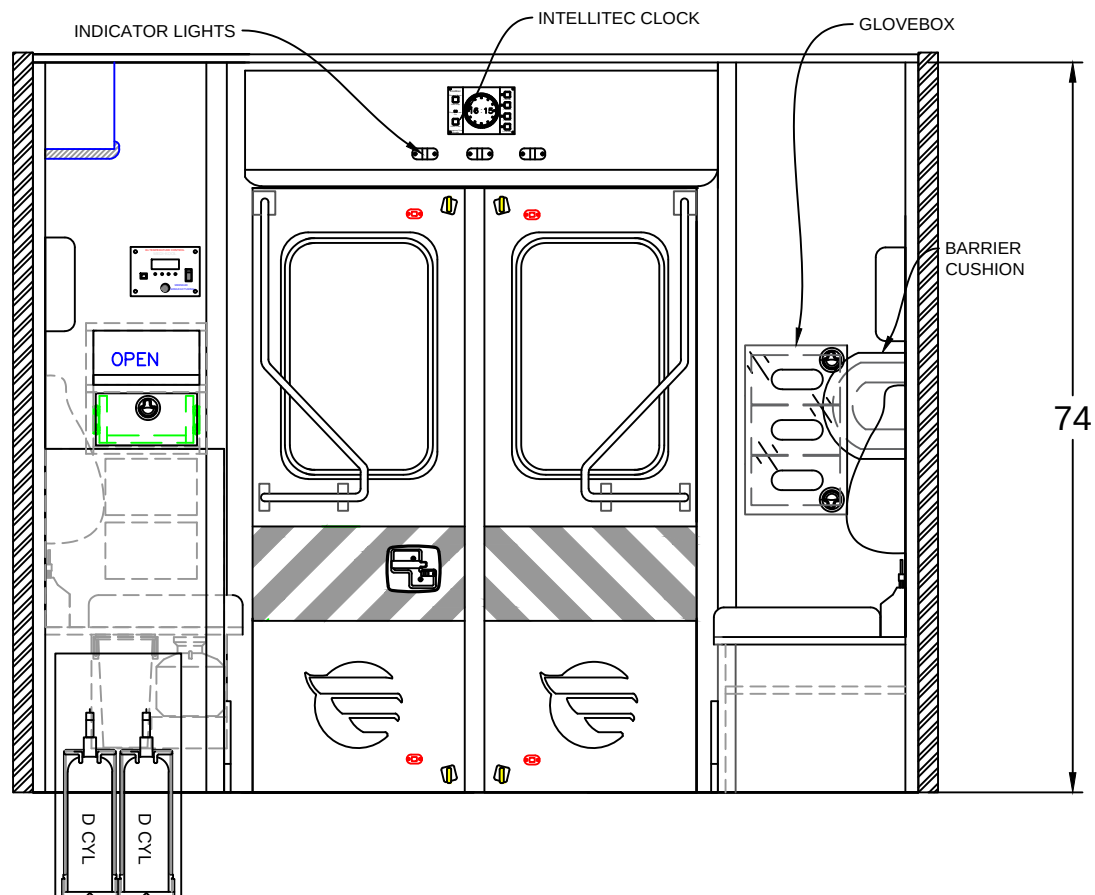
CABINET WEIGHT RATINGS:
NON-RESTOCKING = 40 LBS.
RESTOCKING = 30 LBS.

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



INTERIOR CABINET DIMENSIONS IN INCHES

COMPT.	HEIGHT	WIDTH	DEPTH		COMPT.	HEIGHT	WIDTH	DEPTH	

50" AISLE

CABINET WEIGHT RATINGS:
 NON-RESTOCKING = 40 LBS.
 RESTOCKING = 30 LBS.

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED
 TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
 REFERENCE ONLY PRIOR TO FINAL ENGINEERING



TYPE 1 FORD 2021

REAR BULKHEAD INTERIOR

DATE: 10/13/20

SCALE

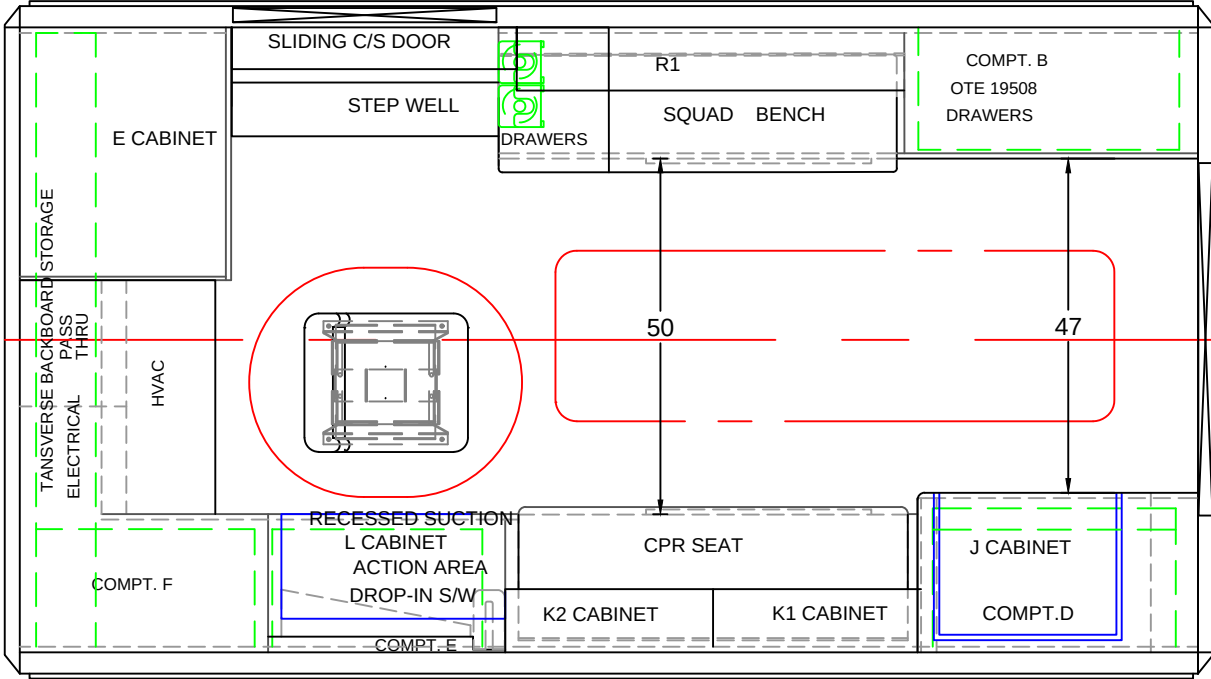
DRAWN BY: AP

DWG NO: 7 / 9

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



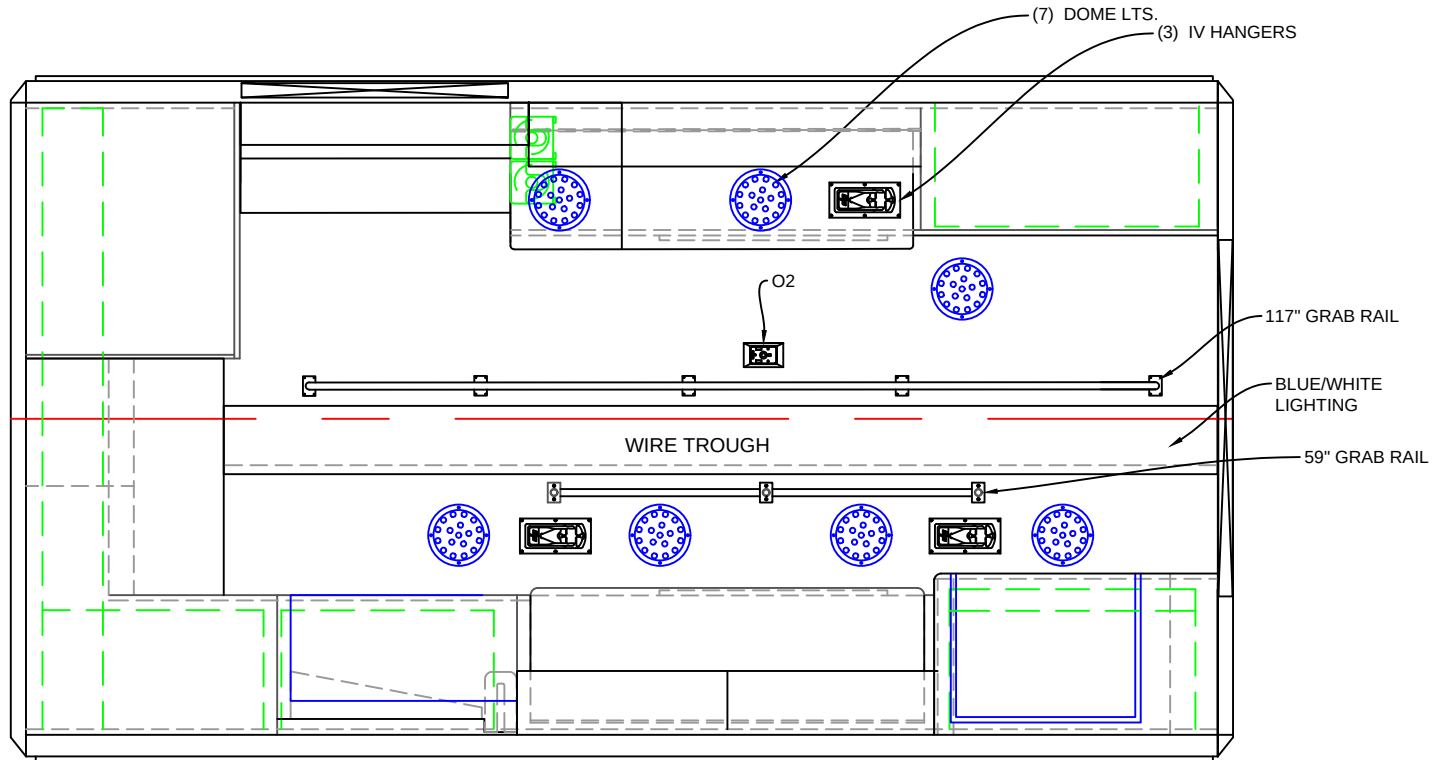
BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

50" AISLE	INTERIOR CABINET DIMENSIONS IN INCHES								
	CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH	
									TYPE 1 FORD 2021 FLOOR PLAN
									DATE: 10/13/20 SCALE
									DWN BY: AP DWG NO: 8 / 9

CA166063

JOHNSTON GRIMES METRO FIRE

170 x 95 x 74



BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

50" AISLE	INTERIOR CABINET DIMENSIONS IN INCHES									
	CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH		
									TYPE 1 FORD 2021 LINER	
									DATE: 10/13/20	SCALE
									DWN BY AP	DWG NO 9 / 9

REC'D OCT 19 2020

Grimes Chamber & Economic Development404 SE 2nd Street
Suite 200
Grimes, IA 50111**Invoice**

Date	Invoice #
10/15/2020	890

Bill ToCity of Grimes
101 NE Harvey Street
Grimes, IA 50111

Item	Description	Amount
Economic Development (...)	Economic Development Standard Allocation (September/October 2020)	12,622.50
	001-520-6413	
		PAID
		mmw
Total		\$12,622.50
Balance Due		\$12,622.50

(515) 986-5770

www.grimesiowa.com

RESOLUTION NO. 10-2120

WHEREAS the City of Grimes, Iowa, has established a Water Rates Ordinance (Chapter 92, Grimes Code of Ordinances) pursuant to which the City of Grimes operates and provides for water service within the limits of the City of Grimes.

WHEREAS, the following property owner has not paid charges for water service provided by the City to the property. The property owners has also not paid for repairs to the service line. Such water service charges have been sent to said property owner and such charges have not been paid as of this 27 day of October, 2020, as described in Exhibit "A" attached hereto, reference Bond #202002.

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

That the City Clerk is hereby directed to certify said charges to the Polk County Treasurer and have such charges assessed against the real estate and premises serviced, which charges are to be collected and returned in the same manner as other taxes.

PASSED AND APPROVED THIS 27 day of October, 2020.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

October 27, 2020

Polk County Treasurer
Attention: Rebecca Lawrence
111 Court Avenue
Des Moines, IA 50309-2298

Re: Unpaid Water Service Fees – 300 SE Trail Ridge Road

Dear Rebecca:

Enclosed, please find a certified copy of Resolution 10-1520, certifying charges to the County Treasurer for collection, against the property listed in Exhibit A attached to the resolution.

Please accept this letter and enclosures as notice to certify said charges and have the charges assessed as a lien against the real estate and premises services.

Thank you for your help in this matter. Please contact me if you have any questions.

Sincerely,

Rochelle Williams
City Clerk

Encl.

CERTIFICATION

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the foregoing to which this certificate is attached is a true and correct copy of:

Resolution No. 10-1520, Authorizing Grimes City Clerk to Certify to the Polk County Treasurer For Collection Certain Unpaid Water Service Fees.

In witness whereof, I have hereunto set my hand and affixed the City Seal this 27 day of October, 2020.

Rochelle Williams, City Clerk
Grimes, Iowa

(seal)

Assessment for Unpaid Utilities

Type 10

BOND #202002

[illegible]

RESOLUTION NO. 10-2220

RESOLUTION WAIVING PERMIT FEES FOR TEMPORARY
SIGNS PLACED IN THE CITY RIGHT OF WAY

WHEREAS, various civic and community-based organizations place occasionally place signs in the city's right of way; and

WHEREAS, the City desires to regulate the right of way for safety purposes; and

WHEREAS, the City desires to support and celebrate certain civic and community achievements.

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

Section 1. Pursuant to the Grimes Code of Ordinances permits are required for temporary signs placed in the right of way.

Section 2. The fees associated with temporary right of way signs are hereby waived.

PASSED AND APPROVED this 27th day of October, 2020.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

Item No. X
For Meeting of October 27, 2020

AGENDA HEADING:

Resolution waiving permit fees for temporary signs placed in the Right of way.

SYNOPSIS:

The Grimes Code of Ordinances requires that all signs be permitted, including temporary signs placed the right of way (medians and between the sidewalk and street). The Code also requires permit fees.

There are a number of civic and community-based groups that promote celebrations and community achievements that place signs in the right of way. The proposed resolution waives fees but requires permits for the placement of those signs.

FISCAL IMPACT:

Negligible.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

City of Grimes Claims 10 27 2020

CENTRAL PUMP AND MOTOR	MAINTENANCE	1,790.40
PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	2,322.85
AIA CORPORATION	UNIFORMS FIRE DEPT	490.17
ALLENDER BUTZKE ENGINEERS	RO WATER TREAT PLANT	2,068.00
JOHNSON CONTROLS SECURITY	7/1/20 - 9/330/20 GCC	4,174.99
SHERWIN WILLIAMS CO.	PAINT FOR FOOTBALL FIELDS	419.29
BAKER & TAYLOR	LIBRARY MATERIALS	877.09
BANKERS TRUST COMPANY	STAMPS/SUPPLIES	491.48
BARCO PRODUCTS	PET WASTE BAGS	804.22
BLACK HILLS ENERGY	GAS	179.82
SHADRAN INDUSTRIAL & SANI	SEPT CLEANING	631.89
BOMGAARS	CONCRETE TOOLS/EMP SUPPLIES	562.59
CITY OF URBANDALE	100TH & 54TH AVE TRAFF SIGNAL	151.68
CITY OF JOHNSTON	FIRE DEPT SHARED EXPENSES	25,434.58
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,218.84
CORE & MAIN	HYDRANT REPAIR SE 11TH ST	1,544.16
CROWN TROPHY	MEDALS/RIBBONS FOR FLAG FTBALL	471
CUMMINS SALES AND SERVICE	GENERATOR HEATER/LIFT STATION	117.65
DALLAS COUNTY TREASURER	GRAVEL FOR COUNTY LINE ROAD	8,347.44
DELTA DENTAL OF IOWA	EMPLOYEE INSURANCE	5,001.34
DEMCO	BOOK REPAIR TAPE	223.16
DES MOINES REGISTER	DM REGISTER 11/20-10/21	542.85
KERR KARALEE	KERR FLU REIMBURSEMENT	75
HUTCHINS FIONNUALA	CELL PHONE REIMBURSEMENT	225
FINISH LINE AUTO WORKS	TIRE REPAIR C370	40
GETTLER MICHAEL G	SPRING/FALL 2020	1,000.00
GRAINGER	HALOGEN LIGHTS	389.28
GRIMES CHAMBER & ECONOMIC	SEPT/OCT 2020 ALLOCATION	12,622.50
HAWKINS INC.	CHEMICALS	6,482.80
COENEN HEATH	COENEN FLU REIMBRUSEMENT	100
GENERAL FIRE & SAFETY	GCC KITCHEN INSPECTION	132
STATE HYGIENIC LABORATORY	STATE TESTS	140
INTERSTATE BATTERY	REPLACE BATTERY IN B377	168.69
IOWA DEPT OF REVENUE	WITHHOLDING STATE TAX	14,235.00
INTEGRATEDPRINT SOLUTIONS	J GIBSON BUSINESS CARDS	33
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHER INSP & REPLC	380.5
IPERS	IPERS- REGULAR	51,550.66
IOWA WORKFORCE DEVELOPM01	RABEY UNEMPLOYMENT	3,626.00
HEID CHERYL	FLU REIMBURSEMENT	75
JONES JOHN P	SPRING/FALL 2020	1,000.00
KECK ENERGY	FUEL	1,648.23
ENDSLEY KEVIN	HBI FALL 2020	500
PETERS RYAN	HBI FALL 2020	500
LEAF	COPIER	77.97
LIBERTY READY MIX	STREET REPAIRS	6,027.00
LOGAN CONTRACTORS SUPPLY	CRACK SEAL FOR STREET REPAIR	2,932.35

LOGOED APPAREL & PROMOTIO	EMPLOYEE CLOTHING	915.25
MAIL SERVICES	MONTHLY STATEMENTS	3,441.78
MEDIACOM	10/22-11/21/20	394.05
METRO WASTE AUTHORITY	DUMPSTER AT N SPTS COMPLEX	44.41
MIDWEST WHEEL COMPANIES	TRAILER REPAIR	22.02
MIDAMERICAN ENERGY	POWER	16,811.67
MISSISSIPPI LIME CO.	QUICKLIME	4,397.75
MTI DISTRIBUTING INC.	REPAIRS	5.38
MUNICIPAL SUPPLY, INC.	METERS	31,117.90
OFFICE DEPOT CITY HALL	FACE MASKS/OFFICE SUPPLIES	377.87
ONESOURCE BACKGROUND CHEC	BACKGROUND CHECKS	673.5
TRUE VALUE	PROGRAM SUPPLIES	16.99
GRIMES TIRE & AUTO	TIRE REPAIR	25.23
ARNOLD MOTOR SUPPLY	OIL FILTERS/VEHICLE REPAIR SUPPLIES	584.88
RACOM CORPORATION	EDACS ACCESS - FIRE	589.93
AUGSPURGER SEAN G	HBI SPRING/FALL 2020	1,000.00
SKUYA JOSEPH K.	HBI SPRING/FALL 2020	1,000.00
SHRED-IT USA	SHRED PICKUP	96.3
SPRAYER SPECIALTIES	FIELD PAINTER REPAIR	22.83
STAR EQUIPMENT LTD.	MAINTENANCE	654.37
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,100.15
SYNCB/AMAZON	LIB/CH/PW/BLDG SUPPLIES	2,172.08
THORPE WATER DEVELOPMENT	DISCONNECTS	300
UNIQUE MANAGEMENT SERVICE	LIBRARY COLLECTION SERVICES	8.95
UNITED CONTRACTORS, INC	CRUSHED ASPHALT	107.78
CINTAS CORPORATION - #762	FLOOR MATS	285.47
USA BLUE BOOK	HYDRANT FLAGS	750.18
VERIZON WIRELESS, BELLEVU	PHONES	502.29
VAN WALL EQUIPMENT	MOWER SERVICE	210.56
WEST SIDE MECHANICS	REPAIR E371-FIRE	1,736.25
WELLMARK BLUE CROSS	EMPLOYEE INSURANCE	50,899.51
ICMA	RENEWAL ANDERSON MEMBERSHIP	1,207.68
CENTURY LINK	PHONE	2,148.21
EHRKE GLENN	HBI FALL 2020	500
RJ MARTIN EXCAVATING & TR	HAUL OUT JUNK DIRT	1,080.00
CARTER JASON & ASHLEY	HBI SPRING/FALL 2020	1,000.00
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT	186.58
EFTPS	FED/FICA TAX	41,252.32
GIBSON DENNIS	HBI SPRING/FALL 2020	1,000.00
FISK ERIK	RENEW BAR MEMBERSHIP	260
NOTHDORF MICHAEL	HBI SPRING 2020	500
GREIMAN JAMES	FLU SHOT REIMBURSEMENT	50
PROGRESSIVE STRUCTURES	16 RAW WATER MAIN-RETAINAGE"	73,137.74
MENARDS GRIMES	SUPPLIES FOR WIFI	140.97
O'HARRA, BRIAN	HBI SPRING/FALL 2020	1,000.00
BULK TRANSPORT CO EAST	LIME DELIVERY	3,577.25
DES MOINES SYMPHONY ACADE	REISSUE LOST CHECK	50

VOYA	DEFER COMP PRE	731
AIG	DEFER COMP ROTH	332.5
HORACE MANN	DEFER COMP ROTH	175
MASSMUTUAL	DEFER COMP PRE	435
IOWA DEPT OF HUMAN SERVIC	NOVEMBER GEMT PAYMENT	5,724.96
CENTURY LINK 02	PHONE	349.96
REDBUD LLC	NATIVE VEG ENHANCEMENT STM WTR	2,188.33
ZOOM VIDEO COMMUNICATION	CONFERENCING	16
HUSMANN, MICHAEL	REPLACE LOST CHECK 102198	185.4
HENRICKSEN, STEVE	REPLACE LOST CHECK 101429	56.09
BLUE CROSS BLUE SHIELD	REFUND AMBULANCE-BRIAN DANITZ	1,100.71
OXFORD LIFE INSURANCE CO	REFUND AMBULANCE-WANDA SHORTEL	100.98
UNITED HEALTHCARE	REFUND AMBULANCE-RETHA SHARP	490.74
ADAMS, RYAN	HBI FALL 2020	500
U.S. CAD	BLUEBEAM LICENSE & TRAINING	3,183.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>111,855.72</u>
	CLAIMS TOTAL	536,607.94
	GENERAL FUND	269,177.60
	LIBRARY FUND FUND	22,144.89
	ROAD USE TAX FUND	29,457.83
	EMPLOYEE BENEFITS FUND	51,492.19
	CP-16 Water Main FUND"	73,137.74
	CP-Water Tower 2019 FUND	403.15
	CP-Water Plant Exp 2019 FUND	1,664.85
	WATER FUND	66,187.96
	WATER DEPOSITS FUND	241.49
	SEWER FUND	15,950.58
	LANDFILL/GARBAGE FUND	96.3
	STORM WATER FUND	<u>6,653.36</u>
		536,607.94

Amazon Charges	<u>Amount</u>	<u>Description</u>
City Hall	\$90.59	32GB Thumbdrives
	\$132.83	door chime & window intercom syst
	\$269.95	48 port switch-connects all network jacks to city network
	\$90.59	32GB Thumbdrives
GCC	\$203.40	12 large soccer balls
	\$104.49	coffee maker & coffee
Develop Services	\$259.99	' mail drop box
	\$74.63	' plants
Public Works	\$189.99	Tradesafe XL Lockout Tagout St
	\$16.99	wireless mouse
	\$56.90	2020 monthly calendar-John Gibson
Library	\$21.81	Wifi adapter
	\$440.80	Materials
	\$188.17	Soap, vacuum
	\$30.95	Programming supplies
	\$2,172.08	



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Request from 304 SE 2nd ST for an exception to the City Ordinance 55.05 regarding the keeping of livestock within the City of Grimes.

SYNOPSIS:

Staff had been previously notified that a property owner had been keeping poultry upon the residence located at 304 SE 2nd. Upon site inspection by the Development Services Department, it was confirmed that approximately 5 or 6 chickens were being housed in the rear yard, visible from the alleyway that is west of Main Street. A notice of violation was prepared and mailed to the property owner.

Ordinance 50.05 indicates that it is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations. The property owner, in accordance with the Ordinance, is requesting written consent.

Currently, there are no regulations identified within the ordinance which outline what requirements would be imposed if the Council was to make an exception to the ordinance.

Generally speaking, there are guidelines or best practices related to the topic of urban agriculture. These include, but are not limited to, lot size, setbacks, minimum separation requirements, minimum space allocations, animal partnering suggestions, etc.

The applicant has provided a letter and pictures from the site investigation are attached to this memo.

Staff has provided 3 options on how to proceed. **These are rank ordered.**

Option 1. Deny Request: Staff does not feel that there is enough compelling justification to approve this request. The property is in close proximity both residential property (south), and commercial property (east and west). It should also be noted that a restaurant and patio are within 75 feet of the area where the chickens are being kept.



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

Option 2. Deny Request, and Recommend Modification of Ordinance: If it is the desire of the Council to modify the ordinance, staff would recommend that the request be denied, and appropriate regulations be researched and presented to the Council. There are number of conversations being had in the metro area regarding the keeping of chickens, and staff would like to better understand the direction of our neighboring communities before moving forward with an ordinance amendment. Staff would ask that council consider the extent of the amendment when giving direction. For example, will the amendment be limited to chickens, or extended to other forms of livestock (potbelly pigs, miniature horses, etc.)?

Option 3. Approve Request: As noted earlier, the current ordinance does not define any requirements if the Council grants the exception. If it is the desire of the Council to approve the request, staff would strongly suggest that the Council consider attaching restrictions to the exception. The traditional restrictions present in a number of other metro communities' ordinances will not work in this specific situation. The property is quite small (.15 Acres), and currently has little to no setback from the adjoining properties. Additionally, staff would caution the Council, primarily as it relates to defending the approval to those who have requested in the past. This would likely extend beyond chickens and include potbelly pigs. A few restrictions are listed below for your consideration:

- a) No more than 2 chickens, with no roosters permitted to be kept upon the property.
- b) Must be fenced in, and contained to the rear (SW side) of the property.
- c) Limited to the current property owner only.
- d) Must obtain a permit annually from the City.

PREVIOUS COUNCIL ACTION(S):

2018 - A request to keep a pot belly pig (considered livestock as well) upon a property in the City of Grimes was denied.

2019 – A request to keep chickens (considered livestock as well) upon a property in the City of Grimes was denied.

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend that Option 1 be selected, and the request be denied.

Chris and Janet McAninch

304 SE 2nd Street Apt A

Grimes, Iowa 50111

Honorable City Council Members,

In these strange and unsettling times, both economic and epidemic, my wife and I, like many Americans across the country, have taken to ways that bring self-reliance, health, and stability to our household.

These include, but are not limited to, gardening and small flock of egg layers. Not only do our chickens provide us great proteins, with reduced cholesterol, but they also lend a great amount of comfort and loyalty.

As all our chickens are female, there is no early morning wake up calls. Our chickens are in no way a nuisance or disturbance. They are trained, a joy to watch, and comfort us and our neighbors. They are far more pets, than livestock. 55.01.13

Chris and Janet McAninch who reside at 304 SE 2nd Street in the city of Grimes, Iowa, formally request written permission from Grimes City Council, pursuant to city code 55.05, to keep livestock in the city of Grimes Iowa.

Furthermore, we would like Grimes City Council to adopt Keeping of Animals in line with Polk County Iowa Division 7 section 1 into Grimes Code of Ordinances.

Chris M. McAninch 9-13-2020

Janet McAninch 9/13/20

55.05 LIVESTOCK. It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations.

55.01.13. "Pet" means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

Polk County

Division 7. Animal Regulations Section 1. Keeping of Animals

D (2) On lots smaller than one (1) acre, any combination not to exceed twelve (12)) poultry, adult rabbits or other small domesticated animals is permitted. On parcels of one (1) acre in size to less than three (3) acres in size, any combination not to exceed, twenty-four (24) adult rabbits, poultry or other small domesticated animals is permitted. For every additional acre in excess of three (3) acres, an additional twenty-four (24) adult animals shall be permitted. There is no limit on the permitted number of juvenile (less than 6 months old) animals permitted on the property provided they are offspring to the adults currently on the property.

Clive

B. Fowl: Not more than twelve (12) of any one or any combination of poultry, pigeons or other fowl shall be kept by any person or persons on any parcel of land less than one and one-half (11/2) acres in area. (2000 Code § 55.13)

West Des Moines

5-7-12: NUMBER OF ANIMALS AND FOWL LIMITED

B. Fowl: Not more than twelve (12) of any one or any combination of poultry, pigeons or other fowl shall be kept by any person or persons on any parcel of land less than one and one-half (11/2) acres in area. (2000 Code § 55.13)

Norwalk

55.17 URBAN CHICKENS. The keeping of chickens within the City is allowed in compliance with the City's zoning regulations and the following criteria:

1. No more than four (4) chickens allowed per lot.

Windsor Heights

55.02 PETS; TYPES AND NUMBERS OF ANIMALS PERMITTED. The following animals may be owned as pets under the following conditions: ...Domestic poultry and fowl; that is, poultry and fowl ordinarily raised for production of eggs or meat, not to exceed two in number considered together at or in a residential dwelling and maintained at all times in a pen and/or coup. (55.01, 55.02)



302

304

200

202

206

210

212





ORDINANCE NO. 744 _____

**AN ORDINANCE AMENDING THE CITY CODE OF _____ THE CITY OF GRIMES, IOWA
BY ADDING A NEW CHAPTER 118 FOR THE ESTABLISHMENT OF UTILITY CONNECTION
FEE DISTRICTS**

WHEREAS, on the ____ day of _____, 2020 the City Council finds that the general health and welfare of the community will be benefited by the establishing procedure to utilize utility connection fee districts for major utility extensions within the City, including portions of the sanitary sewer system, municipal water system and stormwater drainage system, and

WHEREAS, The City Council finds it appropriate to establish procedures and requirements for individual connection fee districts to allow for the subsequent establishment of connection fee districts within the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRIMES, POLK COUNTY AND DALLAS COUNTY, IOWA AS FOLLOWS:

Section 1 Utility Connection Fee Districts. The Code of Ordinances is amended by adding the following:

CHAPTER 118 — UTILITY CONNECTION FEE DISTRICTS

118.01 PURPOSE:

The City has determined the necessity of establishing a policy and a procedure to be utilized to recover the cost of designing and constructing major sanitary sewer, water system facilities and stormwater drainage facilities in those instances in which a significant number of the properties to be benefited by such facilities are not sufficiently developed to permit the recovery of those costs through the special assessment process as provided in chapter 384, division IV of the Iowa Code. The City hereby declares its intent to utilize connection fees, as herein provided, to recover the costs of designing and constructing such major sanitary sewer, water system facilities or stormwater drainage facilities from property owners who connect to such facilities subsequent to their construction.

It is the intent of this section to set forth the method of recovery of proportional cost shares from those property owners who connect their properties to major sanitary sewer, water system facilities or stormwater drainage facilities subsequent to their construction, so that in the event that all property, other than street and road right of way, which lies within the benefited district and is connected to the major sanitary sewer or water system facilities or within the drainage area of a major stormwater drainage facility during their expected useful life, then those properties shall bear, in the aggregate, up to one hundred percent (100%) of the cost of designing and constructing such facilities, including legal and administrative expenses associated therewith.

118.02 SANITARY SEWER AND WATER CONNECTION FEE DISTRICTS:

The connection fee ordinance may provide, at the City Council's discretion, that single-family residences within the benefited district and located within the corporate limits of the City are eligible for connection to the major sanitary sewer and water system facility. The applicable connection fee for a single-family residence shall be:

1. That the owners of residences on parcels of less than one acre in size located within the City may connect such residences to the major sanitary sewer or water system facility upon approval of their application for connection, payment of the connection fee for the parcel as determined by the per acre fee multiplied by the area of the lot of record on which such residence is located and construction, at the owner's expense, of appropriate connection structures, as determined necessary by the City Engineer.
2. That the owners of residences on parcels in excess of one acre in size located within the City may connect such residences to the major sanitary sewer or water system facility upon approval of their application for connection, designation in writing of a one acre single residence parcel and a remainder parcel, payment of the connection fee for the area of the one acre residence parcel, and construction of the owner's expense, of appropriate connection structures, as determined necessary by the City Engineer. Any future development of said parcel shall necessitate a revised application for connection and payment of the appropriate connection fee.

All other property located within the corporate limits of the City and within a benefited district shall be eligible for connection to the major sanitary sewer or water system facility upon approval of an application for connection by the owner thereof as hereafter provided, and payment of the connection fee for such property, provided such property has been appropriately subdivided for development, and, where applicable, all sanitary sewer and water system improvements necessary to serve said property have been constructed, at the owner's expense, and accepted by the City. The area for payment of the connection fee shall be determined by the total area subdivided.

118.03 STORMWATER DRAINAGE CONNECTION FEE DISTRICTS:

For major stormwater drainage facilities for which a connection fee district has been established all improvements existing and under construction at the time of establishment of the stormwater connection fee district shall be exempt from the fee. Any improvements or modifications to the property that increase the impervious area of the property that are initiated after the establishment of the connection fee district shall subject the property to the connection fee, except improvements to a single family residence lot where the primary structure existed or was under construction on the date of establishment of the connection fee district shall not subject the property to the connection district fee.

118.04 ESTABLISHMENT OF DISTRICTS:

Before the establishment of a connection fee district the City shall conduct a public hearing as required under Chapter 384 of the Code of Iowa. At the public hearing, the owners of property within the proposed benefited district shall be heard and may offer comments or objections as to:

1. The necessity for the project;
2. The calculation of the area benefited by the proposed major sanitary sewer, water system or stormwater drainage facilities;
3. The estimated cost of the proposed facilities; and
4. The proposed per acre connection fee.

Upon concluding the hearing, the City council shall rule upon the objections presented during the hearing and may consider the adoption of the proposed connection fee ordinance. Upon consideration of the proposed connection fee ordinance, the council may:

1. Adopt the ordinance as proposed;
2. Delete elements or portions of the proposed major sanitary sewer, water system or stormwater drainage facilities from the proposed project and the properties served thereby from the benefited district proposed; or
3. Amend the ordinance to revise the connection fee.

118.05 CONNECTION FEE:

After adoption, publication and recording by the City Clerk in each county where property in the benefited district is located, of a connection fee ordinance for a benefited district, all owners of those properties within the benefited district whose properties are eligible for connection and who propose to connect such properties directly or indirectly to the major sanitary sewer or water system facility or shall make improvements to the property that increases the impervious area of the property, shall make application to the City for such connection or improvement. The submittal of construction plans to the City for sanitary sewer, water system or site improvements on property being developed or subdivided for development shall constitute an application to the City for purposes of this section. No connection shall be made to a major sanitary sewer or water system facility until such application has been approved and until the required connection fee has been paid and in the case of a stormwater connection fee district no final plat, site plan or building permit shall be issued until the required connection fee has been paid.

118.06 APPLICABILITY AND PAYMENT:

The connection fees required by this section shall be due and payment to the City:

1. For property being platted the fee is due and payable before approval of the final plat.
2. For property subject to a site plan the fee is due and payable before approval of the site plan.
3. For all other property the fee is due and payable before issuance of a building permit.

Any connection fee required by this section is in addition to, and not in lieu of, any other fees required under other provisions of this code.

118.07 ANNUAL CONNECTION FEE ADJUSTMENT:

The sanitary sewer, water system or stormwater drainage connection fees shall be adjusted on July 1 of each calendar year based on the change in the Engineering News-Record (ENR) construction cost index for the one year period ending in April of the calendar year in which the adjustment is made. The City Administrator shall determine the applicable connection fees for each established connection fee district and the City Clerk shall maintain on file the connection fees in each connection fee district effective July 1 of each calendar year.

118.08 DISCONNECTION FOR FAILURE TO PAY:

In the event any property owner connects his or her property within the benefited district in a major sanitary sewer or water system facility without having made application therefor or without having received approval thereof, or without having paid the required connection fee established by a connection fee ordinance, the City shall be entitled to disconnect such sewer or water connection until such time as the property owner has made and received approval of his or her application, and/or has paid the required connection fee.

Section 2 Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3 Severability. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence, clauses, phrase or part hereof not adjudged invalid or unconstitutional.

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

Passed by the Grimes City Council on the ____ of _____, 2020.

Attest:

Mayor Scott Mikkelsen

City Clerk Rochelle Williams



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Second Consideration - An Ordinance Amending Provisions of The Zoning Ordinance of The City of Grimes Specifically Striking Grimes Code of Ordinances Sections 165.34 and 165.35 And Creating a New Section 165.35 Which Defines the Requirements for Off Street Parking, Circulation and Loading

SYNOPSIS:

Staff has developed a draft amendment to the Parking and Loading regulations within the Zoning Ordinance. Over the past year, it has become increasingly evident that the regulations are inconsistent with the more modern approach to development that we have taken. Below is an outline of the proposed draft amendment and changes that have been made since the P&Z discussion on August 4, 2020 P&Z. Note that this is a complete re-write, therefore a redline copy has not been provided. For your reference, the existing ordinances are provided.

Circulation Requirements

- Establishes circulation requirements for driveways and parking lots
- Parking design, acceptable paving materials, and maintenance
- Driveway and parking space dimensions and setbacks

Minimum Parking Requirements

- Currently, there are few parking calculations by use.
- Several calculations have been added and revised for common uses to provide a more comprehensive list.
- Most notable changes and additions: • Retail
- Restaurant
- Flex space
- Multi-family
- Outdoor patios and assembly
- Drive-thru Stacking

Maximum Parking Requirements

- Limits the amount of parking that can be provided
- Encourages more green space, when parking minimums are exceeded
- Justification must be provided to exceed the maximum limit



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Loading Space Requirements

- Provided loading space dimensions for spaces with docks vs. no docks
- Loading areas are required to be behind buildings and away from public view
- Require screening when adjacent to residential zones and public ROW

Heavy Equipment Alternative Parking Surface

- Limited to M-2 and M-3 zones
- Cannot be located within an overlay zone
- Alternative parking surface limited to 15% of the site but not more than 1 acre
- Screened with landscaping and fencing

Loading Spaces

- Removed requirement for number of loading spaces based on building square footage
- One loading space required per loading door or dock

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Set Public Hearing on 09/08/2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval - Planning and Zoning Commission, 10/06/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the second consideration of Ordinance 740 Zoning Ordinance Amendment related to Off Street Parking, Circulation and Loading

ORDINANCE _____

AN ORDINANCE STRIKING GRIMES CODE OF ORDINANCES SECTIONS 165.34 and 165.35, AND ADDING NEW SECTION 165.34 TO SPECIFY NEW OFFSTREET PARKING, CIRCULATION AND LOADING REQUIREMENTS

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to eliminate Grimes Code of Ordinance Sections 165.34 and 165.35 and adopt a new Section 165.34 which defines the requirements for off street parking, circulation and loading requirements.

SECTION 2. Amendment. The Grimes Code of Ordinance Sections 165.34 and 165.35 are hereby deleted.

SECTION 3. Amendment. The Grimes Code of Ordinance is amended by removing, editing and adding certain definitions to Grimes Code of Ordinance Section 165.03

See attached Exhibit A

SECTION 4. The Grimes Code of Ordinance is amended by adding the Grimes Code of Ordinance Section 165.34

See attached Exhibit B

SECTION 5. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 6. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 7: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this ____ day of _____ and approved on this ____ day of _____, 2020.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

165.03 Definitions

Updated Definitions

"Parking space" means a permanent hard surface area of not less than 162 square feet plus necessary maneuvering space for the parking of a motor vehicle.

"Child care facility or daycare" means any private or public agency, institution, establishment or place which provides supplemental parental care and/or educational work, other than lodging overnight, for six (6) or more unrelated minors, for compensation.

"Flexible space" - buildings that are constructed to include multiple tenants, generally including retail, restaurant, office and warehouse users.

"Alley" means an unnamed public right-of-way, other than a street, twenty (20) feet or less in width providing secondary means of access to the rear and side of abutting properties and which may be used for public vehicular and utility access.

"Gas station" an establishment providing retail sale or supply of fuels, air, vacuum and carwash services, and other operating commodities or accessories for motor vehicles but not including space or facilities for the storage, painting, major repair, refinishing, body work or other major servicing of motor vehicles. Such an establishment may offer for sale at retail other convenience items as a clearly secondary activity.

"Lodging or rooming house" means a building where a room or rooms are provided for compensation for four (4) or more unrelated persons, usually for more than one night.

"Hotel or motel" means a building in which lodging is provided and offered to the public for compensation, and which is open to transient guest, in contradistinction to a boarding or rooming house.

"Kennel" refers to the keeping of any dogs, cats, or other domestic animals for sale, breeding, boarding, or treatment purposes except:

- A) in a pet shop

- B) the keeping of five (5) or more dogs, six (6) months or older, on premises used for residential purposes
- C) the keeping of more than one (1) dog on vacant property or on property used for business or commercial purposes

Added Definitions

“Home improvement store” An establishment selling various hardware, building materials, lawncare supplies, household appliances, and/or furniture.

“Assisted living facility” A combination of housing, supportive services, personalized assistance, and health care designed to respond to the individual needs of those who need help with activities of daily living. A facility with a central or private kitchen, dining, recreational, and other facilities, with separate bedrooms or living quarters, where the emphasis of the facility remains residential.

“Independent living facility” A residential complex containing independent dwelling units designed for and principally occupied by senior citizens. Such facilities offer minimal convenience services such as a congregate meals program in a common dining area, but exclude institutional care such as medical or nursing care and are distinguished from assisted living facilities.

“Commercial entertainment” Any establishment (indoors or outdoors) where entertainment, either passive or active, is provided for the pleasure of the patrons, either independent or in conjunction with any other use. Such entertainment includes but is not limited to sports, games, music, dancing, comedy, acting

“Commercial school or studio” establishment providing instruction to students for compensation including dance studios, music studios, martial arts studios, gymnastics facilities, art studios, and learning centers.

“Veterinary clinic” A place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use.

165.34 OFF-STREET PARKING, CIRCULATION, AND LOADING

1. PURPOSE

The purpose of this chapter is to protect the health, safety, and general welfare of the citizens, prevent traffic congestion and hazards, provide for proper traffic safety by preserving the public thoroughfares for the unimpaired movement of pedestrian, bicycle, and vehicular traffic, provide for attractive, secure, properly lighted, and well screened off street parking facilities, assure the mobility and access of emergency vehicles, provide for appropriately designed parking facilities in proportion to the needs generated by the varying types of land use, and minimize the negative visual impacts of large expanses of parking by reducing glare from parking lots through open space and landscaping around the parking areas.

2. JURISDICTION

The lawful use of parking facilities existing at the time of the enactment of this chapter may be continued although such use may not conform to the regulations herein. For those parking facilities permitted before the adoption of these regulations, such facilities shall be classified as "permitted nonconforming" facilities. No permit shall be issued for any lot, tenant, or development after the effective date hereof and not in substantial conformity with the provisions of these regulations. Nor shall any parking facility, except as herein specified, be substantially improved, converted, enlarged, or otherwise altered without conforming to the provisions of this chapter.

3. APPLICABILITY

In all districts, in connection with every industrial, commercial, business, recreational, or dwelling use, and all other uses, space for off street parking and storage of vehicles shall be provided in accordance with all of the following regulations except as elsewhere provided herein.

4. OFF-STREET PARKING AND CIRCULATION REGULATIONS

A. OFF-STREET PARKING AND CIRCULATION REQUIRED

1. Every parcel of land hereafter used as a public or private parking area, including commercial parking lots, shall be developed and maintained in accordance with the following requirements.

B. OFF-STREET PARKING AND CIRCULATION GENERAL PROVISIONS

1. Raised PCC curbing shall be installed and maintained along the entire perimeter of all parking, storage and display areas, except for single family attached and detached dwellings.

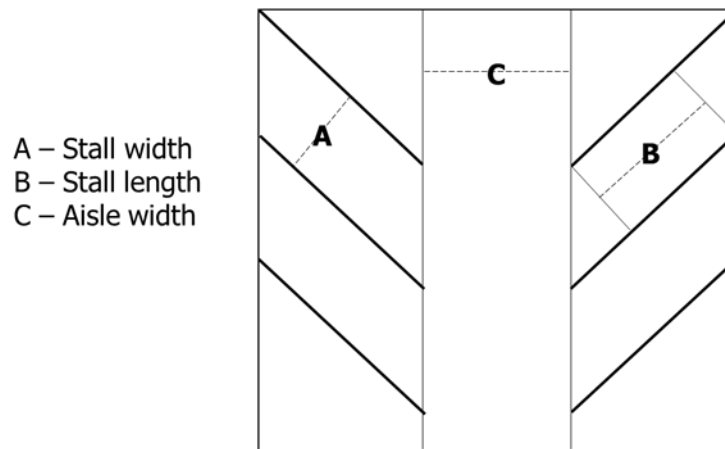
2. Required off-street parking facilities shall be primarily for the parking of operable private passenger automobiles of occupants, patrons, or employees of the principal use served. Required parking spaces shall not be used for the commercial sale, display, rental, or repair of other motor vehicles, unless that is the principal use of the site. Parking areas shall not be used for storage.
3. Any lighting used to illuminate off-street parking areas shall be arranged and oriented to direct the light away from adjoining premises in any "R" District. This can be accommodated by the use of downcast fixtures and shields.
4. Surface parking lots shall conform to the landscaping, screening, and lighting requirements set forth in the Zoning Regulations.
5. All parking spaces, except parking spaces for single family attached and detached dwellings, shall be striped in accordance with the approved site plan. The striping is to remain maintained in a clear and visible manner.
6. Off-street parking facilities, including (but not limited to) parking lots, loading zones, and residential driveways shall accommodate the maneuvering and circulation of all vehicles on site, so as not to impair the movement of vehicles on public streets. Except single-family and two-family dwellings, townhomes, or properties within the Governors District, there shall be no backing of any vehicle from an off-street parking space into a public street or alley.
7. All required off-street parking and circulation areas, shall be surfaced with an asphaltic or portland cement binder pavement or similar surface, so as to provide a durable and dustless surface. They shall be graded and drained to dispose of all surface water accumulation within the area, and shall be arranged and marked to provide for orderly and safe loading or unloading and parking of self-propelled vehicles.
8. No off-street parking and circulation areas shall be located upon a property unless an approved principal use is also located upon the property.

C. OFF-STREET PARKING AND CIRCULATION DIMENSIONS

1. Off-Street Parking Dimensions:

- a) Parking spaces shall have a dimension of not less than nine (9) feet in width, and eighteen (18) feet in length. Parking stall length shall be measured from the edge of pavement to the top of the stall on the same angle as the striping. The width of the stalls shall be measured from the center of a stripe to the center of the next stripe and taken perpendicular to the stripes.

Figure 165.34-1



- b) Angled parking stalls shall be measured as demonstrated in Figure 165.34-1.
- c) The length of parking stalls may be reduced to sixteen and one half ($16 \frac{1}{2}$) feet, if an additional one and one-half ($1 \frac{1}{2}$) feet is provided for the overhang of vehicles.
- d) Any parking space parallel to a wall or other solid barrier shall be widened by an additional two (2) feet.
- e) All parking spaces abutting a sidewalk shall have a minimum sidewalk width of six (6) feet. The sidewalk shall be widened by at least one and one-half ($1 \frac{1}{2}$) feet if parking stall depth has been reduced to sixteen and one-half ($16 \frac{1}{2}$) feet. When the front of a parking space abuts open space within the perimeter of the parking lot, the minimum width of the open space shall be five feet.

2. Off-Street Parking and Driveway Setbacks:

- a) No part of any parking space or driveway shall be closer than ten (10) feet to any established street right-of-way line unless such parking space is within a single-family or two-family residential driveway.
- b) No part of any parking space or driveway shall be closer than five (5) feet to any established side or rear yard property line.
- c) No part of any parking space or driveway shall be closer than five (5) feet to any existing or planned trail or sidewalk.
- d) In the event that a parking lot adjoins an "R" District, it shall be set back at least twenty (20) feet from the "R" District boundary and shall be effectively landscaped and screen planted in accordance with the Zoning Ordinance.

3. Off-Street Driveway Dimensions:

- a) Except for single-family or attached dwellings, the minimum width of a one-way driveway shall be sixteen (16) feet. The minimum width of a two-way driveway shall be twenty-four (24) feet.
- b) Where a parking lot does not abut on a public or private parking street, alley or easement of access, there shall be provided an access drive not less than ten (10) feet in width in the case of a dwelling, and not less than sixteen (16) feet in width in all other cases leading to the loading or unloading spaces and parking or storage areas. However, such easement of access or access drive shall not be located in any residential district, except where serving a permitted use in a residential district.
- c) All driveways used for the purpose of queuing in relation with a drive-through facility shall be a minimum of twelve (12) feet in width.

D. OFF-STREET PARKING SPACE MINIMUM REQUIREMENTS

- 1. In all districts, unless otherwise noted herein, space for parking of vehicles shall be provided in accordance with the following schedule. Fractional space requirements shall be rounded up to the next whole space.

Off-Street Parking Spaces Required by Use	
Use	Minimum Parking Spaces Required
Assembly halls, auditoriums, dance halls, event space, theaters, stadiums, and arenas	One (1) space for each four (4) seats or twenty (20) spaces per one thousand (1,000) square feet if there are no fixed seats
Assisted living facility	One (1) space per eight (8) beds, plus one (1) space per three (3) employees, plus, one (1) space for each resident staff member
Automobile sales	Two (2) spaces per one thousand (1,000) square feet of sales floor area. The off-street parking shall be in addition to automobile display areas.
Automobile service, repair	Four (4) spaces per service bay
Bank	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Barber shop, beauty salon, spa	Four (4) spaces per one thousand (1,000) square feet of gross floor area
Business, professional office	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Bowling ally	Three (3) spaces for each lane. Additional uses require the appropriate parking ratios.
Carwash	One (1) space per staffed employee, plus three (3) queuing spaces per bay
Child care facility, daycare	One (1) space per employee for the maximum staffing period, plus one (1) parking or loading space for every six (6) children
Church, house of worship	One (1) space per three (3) seats in the auditorium including balconies
Civic uses	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Commercial entertainment	One (1) space per one thousand (1,000) square feet of outdoor entertainment area and building area combined
Commercial school or studio	One (1) space per two (2) employees, plus one (1) space per five (5) students plus one (1) space per four (4) seats in the auditorium. In no case shall there be less than five (5) spaces.
Drive-thru (non-food related uses)	Three (3) queuing spaces before the pick-up window

Drive-thru (food related uses)	Five (5) queuing spaces before the pick-up window
Fitness center, health club	Two and one-quarter (2.25) spaces per one thousand (1,000) square feet of gross floor area
Flexible space (retail/office)	Six (6) spaces per one thousand (1,000) square feet of gross building area
Flexible space (industrial/warehouse)	Two and one-half (2.5) spaces per one thousand (1,000) square feet gross floor area
Funeral homes, mortuary	One (1) space for each four (4) seats in the principal auditorium or ten (10) spaces per one thousand (1,000) square feet gross floor area if there are no fixed seats. Hearse parking shall be enclosed within the building or screened on all sides with opaque fencing or wall.
Gas station	Three (3) spaces per one thousand (1,000) square feet of gross floor area. A maximum of 50% of the pump parking spaces can count toward the required parking.
Home improvement store (over 100,000 square feet)	Two (2) spaces per one thousand (1,000) square feet gross floor area
Hospital	One and one-half (1.5) spaces for each one (1) bed
Hotel, motel, lodging	One and one quarter (1.25) spaces per room
Independent living facility	One and one-quarter (1.25) spaces per unit, plus one (1) visitor spaces per five (5) units
Industrial, manufacturing plant	One (1) space for each three (3) employees on the maximum working shift, but in no case less than one (1) space for each one thousand (1,000) square feet of gross floor area
Medical or dental office	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Multi-family	Two (2) spaces per unit, plus one (1) visitor space per five (5) units. Twenty-five (25) percent of the required spaces shall be enclosed.

Restaurant, tavern, bar	Ten (10) spaces per 1000 square feet gross floor area
Retail store, shops, super markets, etc.	Four (4) spaces per one thousand (1,000) square feet of gross floor area
School (elementary or middle school)	One (1) space per employee, plus one (1) space per four (4) seats in the auditorium or gymnasium
School (high school, college, university, vocational)	One (1) space per employee, plus one (1) space per four (4) students at capacity, plus one (1) space per four (4) seats in the auditorium or gymnasium
Self-storage, mini warehouse	Three (3) spaces per one thousand (1,000) square feet of gross floor area of the office. One (1) space per unit for internally accessed storage units.
Single-family detached and two-family	Two (2) spaces for each dwelling unit, exclusive of private garages
Single-family attached	Two (2) spaces for each dwelling unit, plus one (1) visitor space per five (5) dwelling units
Veterinary clinic, kennel, pet daycare	One and one-half (1.5) spaces per exam room, plus one (1) space per six (6) animal capacity
Wholesale establishment, warehouse	One (1) space for each two (2) employees, but in no case less than one (1) space for each two thousand (2,000) square feet of gross floor area

2. Uses located within the Governors District are exempt from the minimum parking requirements, however are required to ensure practical parking provisions are provided.
3. In case the parking requirement of a building or use is not specifically mentioned herein, the parking space requirements for a use which is listed above and to which said use is similar, shall apply as determined by the Zoning Administrator. If no similar use is listed, the Zoning Administrator shall determine the parking space requirements based upon other available references or qualified sources of information to adequately determine parking demand.
4. Outdoor patron use areas or areas used for assembly shall be included in the gross floor area (GFA) for calculating parking requirements. Outdoor dining or drinking areas shall be included in the GFA for bars, restaurants, and taverns when calculating parking requirements. Outdoor dining or

drinking areas shall not be required to provide parking for the first three hundred (300) square feet of area.

5. For a building where a single tenant has multiple uses, parking spaces shall be provided in accordance with the parking requirements of each use. An example of a mixed-use building is one containing a combination of both office and manufacturing uses. The area dedicated to each use can be calculated at its individual requirement, at the discretion of the community development director. The tenant may need to demonstrate that the parking can meet the more restrictive standard if the uses are changed.
6. If the use of a building is changed or expanded, the minimum number of required parking spaces for the use shall be provided onsite.

E. OFF-STREET PARKING MAXIMUM REQUIREMENTS

1. Requests to exceed the maximum surface parking requirement by more than 25 percent shall demonstrate need by providing a market analysis, estimated employee count, floor plans, or other similar materials. The request must also provide a projection of future demand, and consideration and evaluation of alternative parking management practices (e.g., shared parking, shuttle, valet, etc.).
2. In no case shall the additional parking over 25 percent of the minimum required be provided without providing additional open space within the site, equal to or greater than the area of parking and adjoining circulation area in excess of the minimum required. This additional open space shall be in addition to the minimum open space required for the site. Additionally, the City Council may conditionally approve the additional parking subject to a phased construction schedule, creative surfacing for overflow parking areas or additional open space and/or landscaping.

F. OFF-STREET SHARED PARKING REQUIREMENTS

1. The number of required parking spaces for uses with differing business hours that share a parking lot may be reduced by 25 percent of the total required for each use if it is determined by the Zoning Administrator that such reduction will not have a negative impact on the congestion or safety of the development or adjoining developments

G. OFF-STREET RESIDENTIAL PARKING REQUIREMENTS

1. Off-street parking areas in residential districts shall be provided on the same lot with the principal use. Off-street parking may occupy any required yard. No required off-street loading areas shall be located in the required front yard in a residential district. This provision shall not prohibit parking on a driveway leading to a single- or two-family dwelling.
2. Driveways for individual single-family residences shall not be located closer than two (2) feet from an adjoining residential lot line, unless such driveway is jointly used by adjoining property owners and a joint easement has been recorded with the county recorder.

H. OFF-STREET ADA PARKING REQUIREMENTS

1. The owner, contractor, and developer shall comply with all federal, state and local laws regarding handicapped parking including, but not limited to, Iowa Code chapter 321L and the Americans with Disabilities Act.
2. Handicapped parking spaces required by federal, state, and local laws shall count toward meeting the requirements of this chapter.

I. EXCEPTIONS

1. Upon consultation by the City Engineer and recommendation of the Planning and Zoning Commission, a parking space does not have to be hard surfaced if it will be used for the storage of heavy equipment within M-2 and M-3 zoning districts, and in that case, it may be surfaced with recycled asphalt or other like material to provide a dustless surface area. All driveways or access areas leading to the storage area must be hard surfaced with an asphaltic surface or portland cement. The alternate parking surface shall be limited to 15% of the site but in no case more than one (1) acre in size and cannot be located within an overlay district. All heavy equipment storage shall be screened with landscaping and fencing.

5. OFF-STREET LOADING REGULATIONS

A. OFF-STREET LOADING SPACES REQUIRED

1. Any building or part thereof hereafter erected, which requires the receipt or distribution by vehicles of material or merchandise, shall provide and maintain on the same lot with such building, at least one (1) off-street loading space for each loading door or dock.

2. Space allocated to any loading use shall not be used to satisfy the number of required motor vehicle parking spaces.

B. OFF-STREET LOADING SPACE DIMENSIONS:

1. Loading areas abutting a dock shall provide loading spaces no less than twelve (12) feet in width and forty (40) feet in length.
2. Loading areas not abutting a dock shall provide loading spaces no less than ten (10) feet in width and twenty-five (25) feet in length.

C. OFF-STREET LOADING AREA LOCATIONS:

1. Loading areas shall be oriented away from the public street right-of-way.
2. In the event that placement of the loading area is visible from the public right-of-way, or adjoining any "R" District, screening shall be required to decrease the visibility of the loading area from public view and adjoining "R" District property. Loading areas adjoining an "R" district shall be set back at least twenty (20) feet from the common property line. Loading areas adjoining a district other than an "R" district must be at least 5 feet from the property line.
3. No portion of a public street or alley should be allowed to accommodate loading area functions unless otherwise designated by the City.



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AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Second Consideration – Proposed Ordinance 742 Amending the Heritage at Grimes PUD Amendment

SYNOPSIS:

Earlier this year, it came to the attention of Staff that there were certain modifications made to the Heritage PUD, without the consideration of Planning and Zoning Commission or City Council. The Administrative Amendment initiated a ripple effect of sorts into the framework of the PUD, and exposed differences in expectations for the development.

Additionally, over the prior months, a few requests for changes to the minimum requirements within the PUD have been submitted to staff. Staff has reviewed the requests, and based upon our analysis, the proposed changes are appropriate due to the evolution of the PUD over the last few years.

That being said, staff is suggesting that the PUD and Ordinance be cleaned up and the standards clarified. The following is an outline of the proposed changes.

- 1. Clarify Minimum Square Footages:** In the Administrative Amendment that was discovered earlier this year, minimum square footages were imposed upon certain plats within the subdivision. Staff has evaluated the constructed square footages and find the minimum square footages to be consistent with what has been constructed. Staff is recommending that the minimum square footages be approved as they were in the amendment, with the exception of those outlined below.
- 2. Amend Square Footages for Certain Lots in Heritage at Grimes Plat 5 and Beaverbrooke Pointe Plat 3:** In 2017, two changes to the Heritage PUD were discussed. These were related the Destiny Smart Series Development, and Station Crossing Development. Both of these changes were approved, however there was little consideration made as it relates to the surrounding developments. In the Heritage at Grimes Plat 5 Development, there exists a significant deviation from the constructed square footage on the south side of NE 21st and what is required on the north side. The Developer has indicated a difficulty selling the lots. What staff has proposed is reducing the minimum square footages for 12 lots, which will allow a more appropriate transition between Station Crossing, and the lots to the north. The proposed minimums are 1,450 square feet for single story construction, and 1,750 for multi-story construction.



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The second area is within the Beaverbrooke Pointe Plat 3 Development. Also, in 2017, the City Council approved the use of the Smart Series Development within the designated townhome area. This is a similar situation as was noted earlier in Station Crossing. There was little consideration for the single-family lots that were to be constructed adjoining this Development, and in addition, with the adjoining property now under control of different ownership, the largely single-family presence in the immediate area is shifting. As such, staff is again proposing to reduce the minimum square footages for certain lots in Beaverbrooke Pointe Plat 3. Lots 61-82 will be reduced to 1,350 square feet for single story construction, and 1,650 for multi-story construction.

3. **Clarify Fence Requirements:** Prior to the Administrative Amendment, there were no fencing requirements within the Heritage at Grimes PUD. We now have a situation where certain fence styles were approved prior to the amendment, and some following. This has continued to cause confusion to homeowners and those applying for fence permits. As such, staff is recommending that the fence requirements be clarified, and that the requirement to provide a specific iron ornamental fence is removed. Staff feels that the PUD does not need to be granular enough to require a certain manufacture and picket style, and that any brand of ornamental fence will be appropriate.
4. **Identify Signage Requirements:** The permitting of signage within the Heritage PUD has been an issue for a period of time. The current PUD identifies that signage shall be subject to the Grimes Zoning Ordinance. The issue lies in that our current sign ordinance is regulated by Zoning District. In this case, the Heritage area is zoned R-4, Planned Unit Development. Within the Zoning Ordinance, the R-4, Planned Unit Development Signage Standards indicate that the PUD shall define the requirements. As you can see, there is a revolving door of sort with respect to the requirement. As such, staff has included a table that indicates the requirements for certain areas within the Development.
5. **Hope PUD:** With the change in ownership of a portion of the Heritage PUD, and differences in the direction of the development, staff has removed exhibits and references to what was called Area D, within the Heritage PUD. This area will now be covered by the Hope PUD.

All other changes were considered grammatical or cleaned up prior approved changes, and did not change the structure of the PUD.

FISCAL IMPACT:

N/A



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

PREVIOUS COUNCIL ACTION(S):

- PUD Rezoning – May 2014: This action is the original Rezoning for the PUD and contained 398 Acres
- PUD Amendment – May 2016: This action amended the PUD to allow for the conversion of 3.85 Acres from Single Family to Multi-Family. The area in question is the east side of NE Heritage Drive, north of Station Crossing and South of NE 21st.
- PUD Discussion – March 2017: This discussion pertained to the Destiny Smart Series Development. It was determined that the use was permitted and that no Zoning Change was necessary.
- PUD Amendment - April 2017: This action amended the PUD to allow for the conversion of 22.1 Acres to a higher density. The area in question is referred to as the Heritage Apartments.
- PUD Discussion – April 2017: This discussion pertained to the Station Crossing Development It was determined that the use was permitted and that no Zoning Change was necessary.
- PUD Amendment – June 2017: This was a request to amend the PUD to allow for the conversion of 64.87 Acres from Single Family to Medium and High Density Residential. This was never approved.
- PUD Amendment – August 2017: This was a request to amend the PUD to allow for the conversion of 69.9 Acres from Single Family to Medium and High Density Residential. This was never approved.
- PUD Amendment – November 2019: This was a request to amend the PUD to allow for the reduction in minimum square footages for Lots 1-12 of Heritage at Grimes Plat 5. The Council did not set a public hearing.

BOARD/COMMISSION ACTION(S):

Recommendation of Approval - Planning and Zoning Commission, 10/06/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the second consideration of proposed Ordinance 742 Amending the Heritage at Grimes PUD Amendment.



ORDINANCE #742

AN ORDINANCE AMENDING THE HERITAGE AT GRIMES PLANNED UNIT DEVELOPMENT:

SECTION 1. PURPOSE. This Ordinance is to amend the Heritage at Grimes Planned Unit Development, for the property legally described in Exhibit A

SECTION 2. Amendment. As part of this Ordinance, the Heritage at Grimes Planned Unit Development is here by amended as provided for in Exhibit B.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: 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

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

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.

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

SAID TRACT OF LAND CONTAINS 295.97 ACRES INCLUDING 1.54 ACRES FOR PUBLIC ROADWAY EASEMENT



Prepared For

Heritage at Grimes LLC.
PO Box 710
1650 SE 37th Street
Grimes, IA 50111

Presented To

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

515.986.3036 (ph)

Prepared By

Bishop Engineering
3501 104th Street
Urbandale, IA 50322
515.276.0467 (ph)

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HERITAGE AT GRIMES - GUIDELINES FOR DESIGN

Heritage at Grimes is destined to become a centerpiece of development for the City of Grimes. Located along the west side of the Highway 141 corridor and north of 1st Street, the property is strategically placed to create a significant connection to the northern portions of the City. The continuation of Beaverbrooke Boulevard from its current end point at James Street through to Highway 141 will help alleviate traffic on 1st Street and further open up expansion of the City to the northwest.

Heritage is envisioned as a traditional housing development with a mix of single family residential, multi-family residential, and commercial development. The design proposes approximately 17 acres of land, centrally located, to accommodate a new Grimes Town Center. In addition to public park space, this area would allow space for neighborhood commercial development and the potential to house a new Grimes City Hall and Community Center.

Storm water detention and infiltration is a primary component throughout the southern half of Heritage. Instead of pushing storm water into the creek systems as quickly as possible, the design will incorporate storm water concepts that significantly slow down the water, allowing it to infiltrate into the ground. This in turn decreases the amount of runoff south of Beaverbrooke Boulevard that empties into Little Beaver Creek and reduces the potential flooding impact downstream. Detention areas are scattered throughout the development in open areas and in green space between residential properties. A centrally located pond is being proposed north of

Beaverbrooke Boulevard. The pond is intended to be large enough to handle the majority of storm water run-off from the northern portion of Heritage. Walking and bicycling trails will take advantage of these corridors and allow residents and visitors options for movement throughout Heritage.

It is proposed that all construction plans within Heritage will be reviewed by a 'Heritage Review Committee' (HRC) selected by the Developer and City Staff to assure compliance with these Standards. All plans will also be reviewed through the City of Grimes review process. Each new proposed site plan within Heritage will be fully reviewed and approved by both the HRC and City Staff for approval prior to any construction taking place. This process will insure a consistent architectural, landscape, and infrastructure theme throughout.





FIGURE 2.1: SITE AERIAL SHOWING VICINITY

The proposed Heritage at Grimes site, which encompasses approximately 400 acres of ground, has traditionally been held for private crop farming. The north end of the site features several acres of oak woodland and a steep drop to Little Beaver Creek. The creek itself flows south to north near the west edge of the project before eventually turning east and running along the northern boundary. Heritage is bounded on the east by Highway 141, James Street on the west and vacant ground to the north and south. In anticipation of the development, an earlier phase of construction included the installation of a major Sanitary Sewer

across the property as well as a water main along the future right of way of Beaverbrooke Boulevard.

Heritage is planned as a major new entrance to the City of Grimes. It is for this reason that this PUD is being established. The PUD document will allow a certain amount of flexibility to the construction of residential, commercial, and municipal buildings on the property while maintaining a common theme throughout. Wherever possible existing adjacent residential uses will be continued into the Heritage site and blended in with the overall scheme.

NE Beaverbrooke Boulevard

NE Beaverbrooke Boulevard is designed and intended to serve as an arterial road connecting vehicular and pedestrian traffic between Highway 141 and James Street. Once past James Street, it connects to an existing portion of NW Beaverbrooke Boulevard which carries traffic to the growing northwest quadrant of the City. Design guidelines along Beaverbrooke Boulevard are critical to the success of the project and the future development.



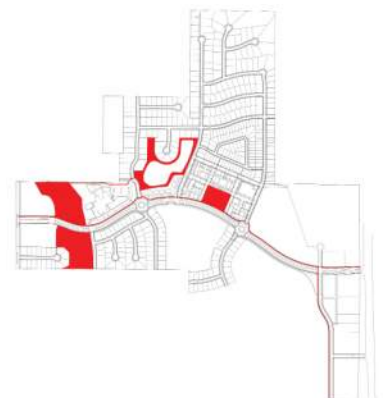
Town Center

The City of Grimes is projected to continue significant growth over the coming years and it is becoming apparent that the current City Hall and related facilities will not be able to adequately meet the future needs of the residents or the staff. Property has been set aside along the north side of NE Beaverbrooke Boulevard to allow construction of neighborhood commercial as well as leaving the City of Grimes the option of construction of a new City Hall, Fire Station, and/or Community Center. This active hub in the middle of a largely residential project fits well into the idea of developing destination businesses and amenities that people can either drive to or walk to depending on their proximity. A portion of this Town Center ground will be reserved as park referred to as "Heritage Commons Park" in this document.



Parks, Trails, and Open Space

While the residential component to the north will feature a more traditional layout, the southern portion will feature green spaces throughout the single family lots. These green spaces will serve two primary functions; storm water control, and recreational open space. Areas of open mown lawn will create space for residents where lot sizes are somewhat smaller. Residential property will be delineated by the required use of a decorative fence along each properties back lot line. This gives a clear visual cue to visitors what ground is public space and what is private.



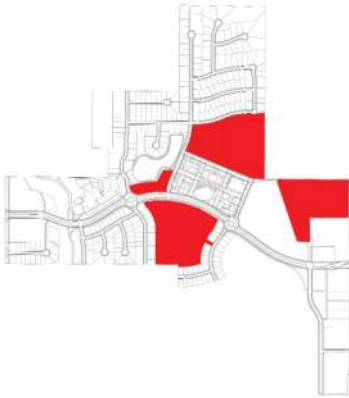
Heritage Commons Park

The site for the proposed Heritage Commons Park would be set aside within the Town Center portion of the project. The potential exists for numerous different programming uses and would be a strong complement to the adjacent commercial development and potential municipal buildings. Sidewalk and trail access to the park, as well as nearby on and off street parking, will make it an easy destination for Heritage residents as well as the larger Grimes population. With its central location within Heritage the park can easily function as a farmer's market or similar community gathering event. Even without a municipal component to the Town Center, the park will be a hub for activity and recreation



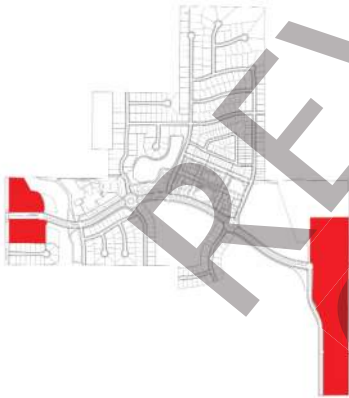
Multi Family Housing

There are several areas of ground set aside within Heritage which will allow for development of higher density residential communities. Ground north of the Town Center area is intended to be developed as 'brownstone' style units - attached housing with minimal lot sizes, rear loaded garage bays, and a pedestrian oriented layout. To the east of the Town Center is a large area proposed for development as high density residential. South of the Town Center, across NE Beaverbrooke Boulevard, approximately 19 acres are set aside for potential development as a private housing association.



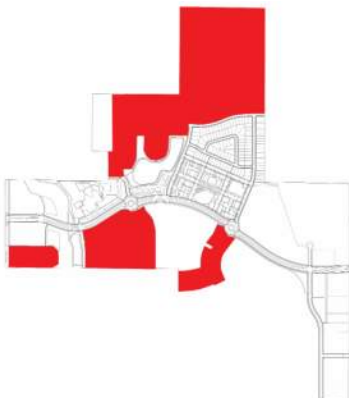
Commercial Architecture

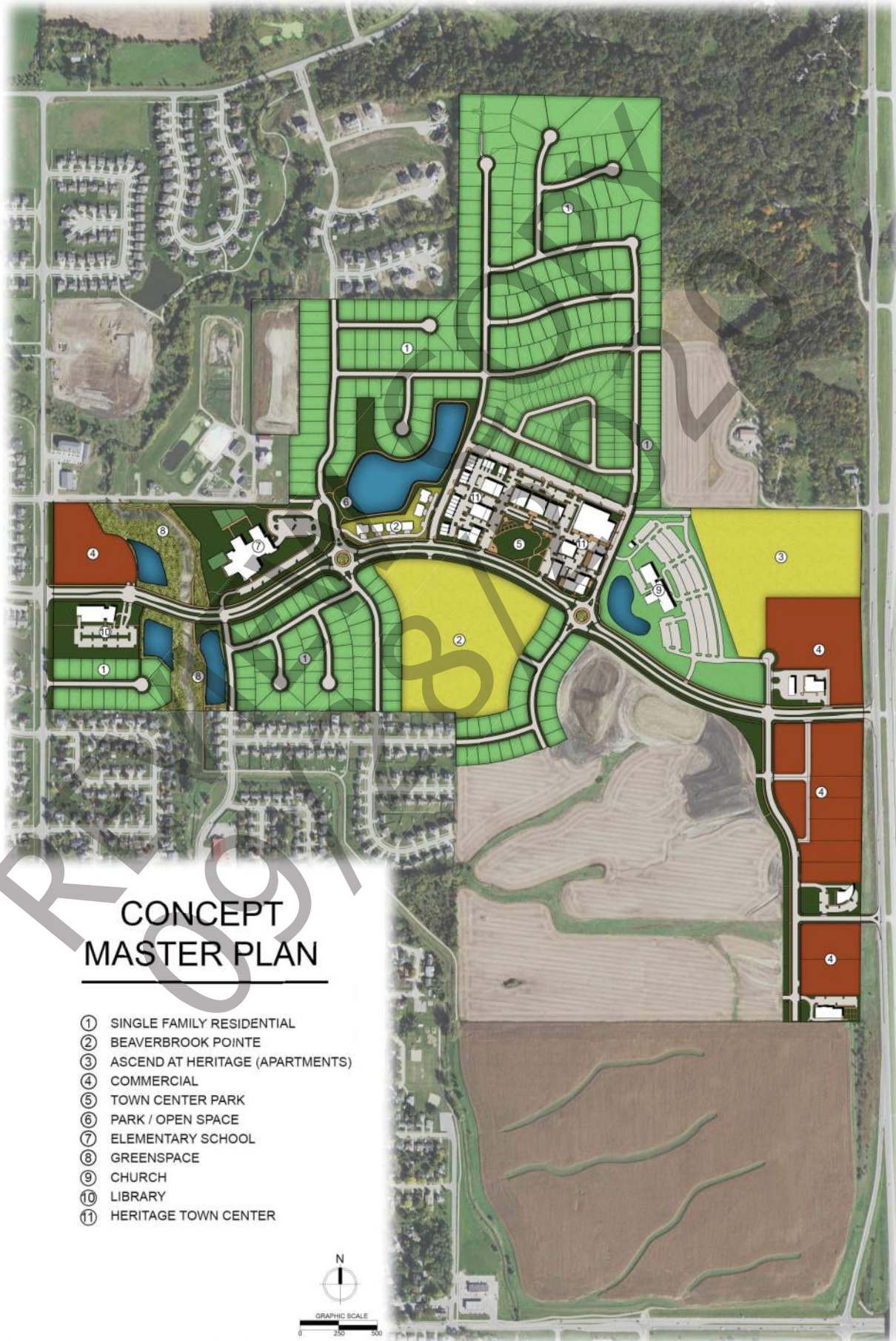
Commercial Architecture throughout the site is intended to combine elements from what would be considered a 'traditional' architectural style. Durable modern materials will be used to create buildings in the style of the mid-late 1900s. Colors, materials, signage, windows/door types, and overall architectural aesthetics are all to be taken into consideration during the design process. All proposed commercial construction will also fall under the review of the HRC and City of Grimes for final approval. Materials, general form, setbacks, and lot sizes are all components to commercial development covered under this PUD.



Single Family Residential

Like commercial architecture, residential units will also fall under the guidelines of form and materials. Heritage is intended to reflect traditional style architecture similar to single family homes at Beaverbrooke Plats 3 and 4. Contemporary architecture is discouraged within the Heritage development. All proposed residential construction will also fall under the review of the HRC and City of Grimes for final approval. Materials, general form, setbacks, and lot sizes are all components to residential construction covered under this PUD.





HERITAGE REVIEW COMMITTEE (HRC)

One of the most important elements to the long term success of Heritage at Grimes is the establishment and involvement of the Heritage Review Committee (HRC). It will be the responsibility of the HRC to review proposed development plans, architectural plans, and other design elements as part of the submittal/approval process with the City of Grimes. The HRC will have no authority to alter or make exceptions to the PUD. It will serve only to advise on subjective matters including, but not limited to, architectural styling, materials, orientation, etc.

Working closely with Developer Representatives, Realtors, and individual buyers, the HRC will review design plans for adherence to the aesthetic, materials, and character of the proposed architectural and landscape elements to the guidelines stated within this PUD. Upon completion of the review and satisfaction with the proposed design, the HRC will notify the City of Grimes of it's approval. If the HRC determines that the proposal is not in keeping with the design intent and/or specific restrictions within the PUD it will notify the City of Grimes of those concerns.

The HRC will consist of professionals and interested parties to be appointed by Heritage at Grimes L.L.C. At the outset it will consist of representatives from professions including Architecture, Landscape Architecture, and/or Civil Engineering. The HRC will include at least one representative from the Heritage at Grimes L.L.C.. It is recognized that over time, and as the majority of the land is developed, it may not be necessary to maintain the entire make-up of the HRC. The HRC will consist of a minimum of 3 members.

At such time as Heritage at Grimes is substantially built out, Heritage at Grimes L.L.C. may choose to replace the existing HRC members with representatives made up primarily of business owners and/or residents within the Heritage development. It is understood and anticipated that there will continually be some new construction within Heritage as buildings reach the end of their life cycle and are replaced. The continued success of Heritage hinges, in part, on maintaining an HRC that is committed to the design criteria set forth in the PUD.

Full details of the Heritage Review Committee are contained within the "Declarations of Covenants, Conditions, and Restrictions for Heritage Review Committee", filed with the Office of the Recorder of Polk County, Iowa.

The basis for Land Use and Bulk Regulations will generally follow the City of Grimes Zoning Ordinance, Chapter 165 of the City Code. Deviations from the Zoning Ordinance shown in this PUD will govern throughout the Heritage at Grimes Development. Heritage at Grimes is divided into 10 different areas. Listed below and shown in Figure 3-1 are the designations for each of the different areas.

HERITAGE ZONING SCHEMATIC

Area A _____ Commercial
Area B _____ Single Family Type II
Area C _____ Multi Family Medium Density
Area D _____ Single Family Type I
Area E _____ Commercial

Area F _____ Multi Family High Density
Area G _____ Town Center
Area H _____ Multi Family Medium Density
Area I _____ Multi Family Medium Density
Area J _____ Single Family Type I
Area K _____ Single Family Type III

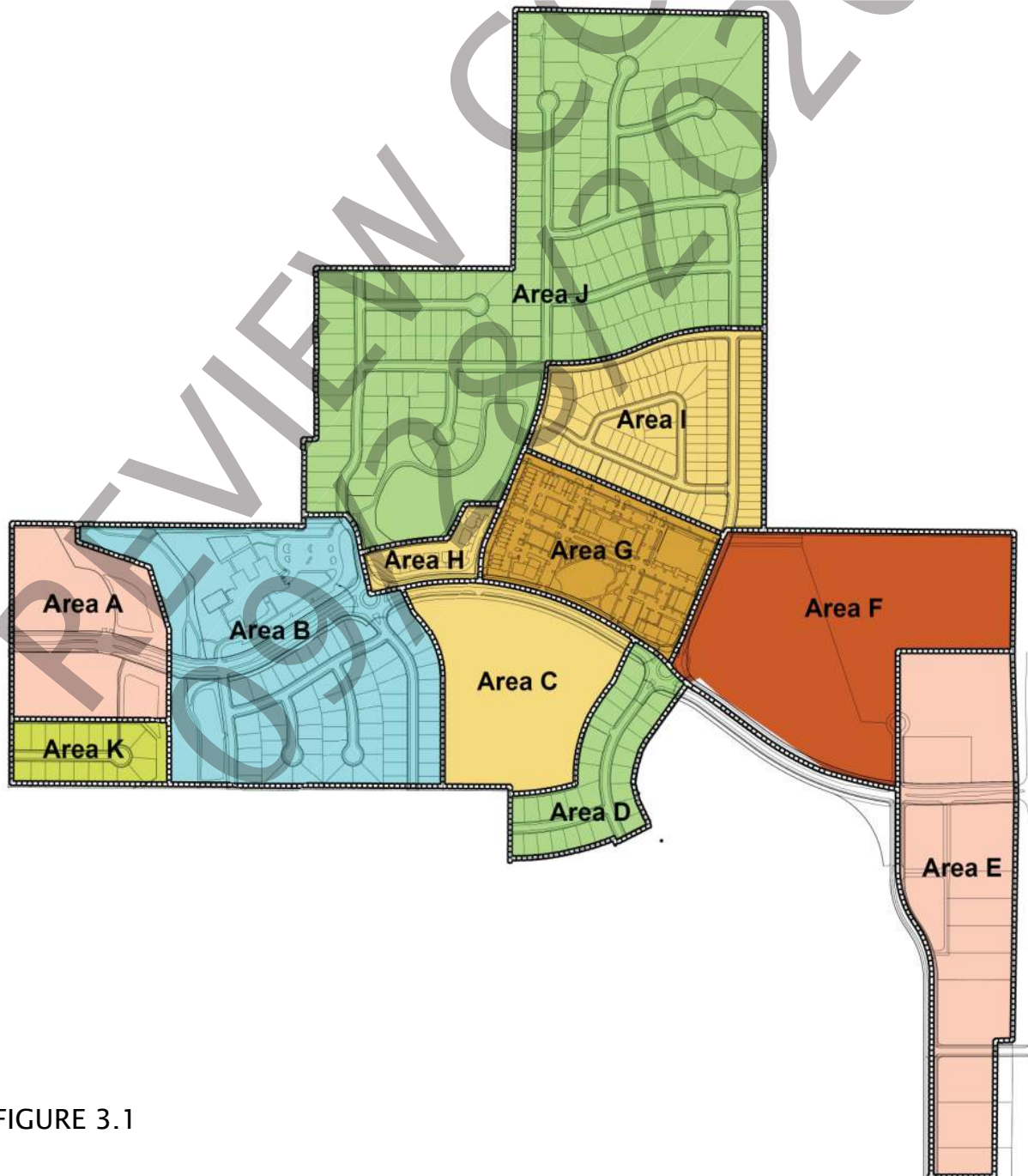


FIGURE 3.1

HERITAGE BULK REGULATIONS

Bulk regulations throughout Heritage are generally similar to the City of Grimes Bulk Regulations already set forth in Chapter 165.48. Because of the unique nature of the Heritage development, revised bulk requirements are shown in the figure below.

ZONING DISTRICT	Max. DU/AC	Max Bldg. Ht / Max No. of stories		Min. Lot Area	Min. Lot Width Ft.	Minimum Setbacks				Min. Percent Open Space Required
		Primary ft/each	Accessory ft/each			Front		Side / Sum	Rear	
						Min. Ft.	Max. Ft.	Ft.	Ft.	
SINGLE FAMILY - TYPE I & III	5.0	35' / 3	15' / 1	8,500 SF	70'	30'	N/A	7' / 14'	25'	30
SINGLE FAMILY - TYPE II	5.0	35' / 3	15' / 1	7,500 SF	60'	30'	N/A	7' / 14'	25'	30
MULTI FAM. RES. (MED)	10.0	40' / 3	15' / 1	500 SF	30'	0'	N/A	5' / 10'	15' ⁶	30
MULTI FAM. RES. (HIGH)	16.0	50' / 4 ²	15' / 1	500 SF	30'	0'	N/A	7' / 14' ⁷	30'	30
COMMERCIAL ¹	16.0	50' / 4 ²	15' / 1	N/A	N / A	0' ³	N/A	0'	0' ⁴	25
TOWN CENTER	16.0	50' / 4 ²	15' / 1	N/A	N / A	15' ⁵	15' ⁶	0'	0'	20

¹ RESIDENTIAL USES IN COMMERCIAL DISTRICT: SAME AS REQUIRED IN MULTI FAMILY RESIDENTIAL

² 4 STORY BUILDINGS IN ALL AREAS WILL ONLY BE ALLOWED WITH REVIEW AND APPROVAL BY CITY STAFF AND REVIEW COMMITTEE

³ FRONTAGE ALONG 141 AND BEAVERBROOKE BOULEVARD REQUIRES 20' ALL OTHERS 0'

⁴ REAR SETBACK FOR COMMERCIAL PROPERTIES MUST INCLUDE A 35' BUFFER WHEN ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS

⁵ MEASURED FROM ADJACENT BACK OF CURB EXCEPT FOR BUILDING #1 AS SHOWN IN FIGURE 3.5

⁶ EXCEPT 30' WHEN ADJACENT TO HERITAGE AT GRIMES EXTERIOR PROPERTY LIMITS OR IMMEDIATELY ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS

⁷ TWO, THREE & FOUR STORY STRUCTURES REQUIRE 10'/20' SIDE/SUM SETBACK

IN ALL CASES, BUILDING HEIGHTS ARE REQUIRED TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS AT THE TIME OF CONSTRUCTION.

ALL SETBACKS ARE MEASURED TO STREET R.O.W. EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE

FIGURE 3.2

HERITAGE LAND USE DESCRIPTIONS**Single Family Residential - Types I, II, & III**

Areas designated as Single Family Residential are intended for traditional stand-alone single family lots. No multi-family units or commercial uses of any kind will be allowed in these areas. The driveways of these units are to be street loaded and built with attached garages. All public walks shall be constructed with concrete - see street standards for dimensions and relative locations. Hard surfacing on private lots may also include stamped concrete, colored (integral) concrete, concrete paving units, porous paving units. All construction shall conform to Architectural Standards as set forth in this document for form, materials, and setback requirements. The three types of Single Family Residential are necessary to allow a slightly denser use in Area B by reducing minimum lot width and overall lot size.

Multi Family Residential

Multi-Family Residential areas are intended to be designed and constructed as a cohesive housing theme with requirements based on the City of Grimes R-3 designation. Development drawings shall be reviewed by the HRC and City of Grimes for approval. Developments within the Multi-Family zones shall conform to standards within this document for architectural forms/materials, landscaping, storm water, and street design. Medium Density areas are located adjacent to Single Family Residential and a High Density area has been included next to the HWY 141 Commercial district.

Commercial

Commercial uses designated on the master plan are intended to have a high degree of flexibility for future use. Commercial uses occur primarily along arterial and collector routes (Beaverbrooke Boulevard, James Street, Highway 141, and Gateway Drive). Medium to High Density residential uses are allowed within these areas and are encouraged as buffers between regular commercial uses and lower density residential lots. Developments within the Commercial zones shall conform to standards within this document for architectural forms/materials, landscaping, storm water, and street design.

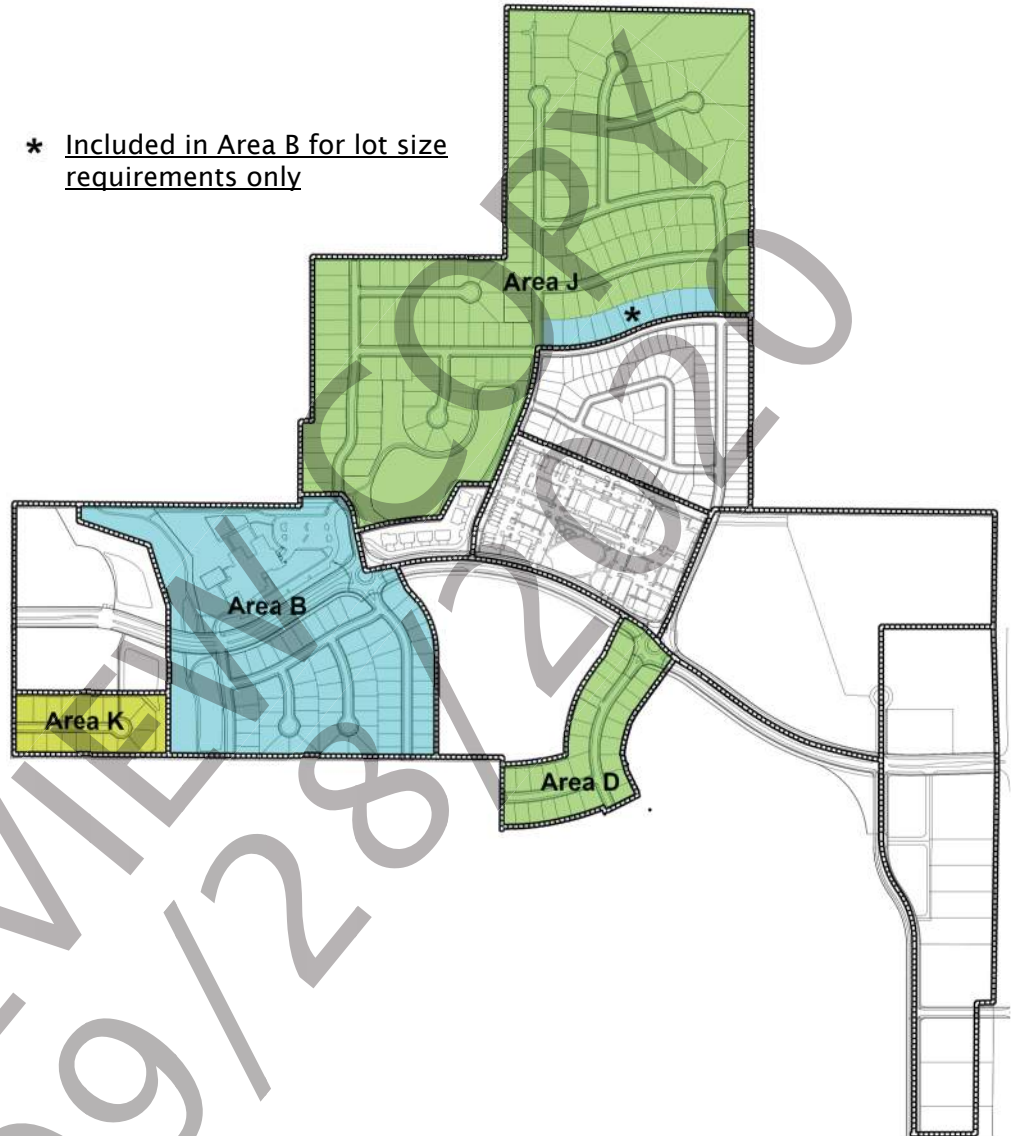
Town Center

The inclusion of the unique Town Center zone within Heritage allows for optional incorporation of a new Grimes Municipal Campus. This area is to be pedestrian oriented and incorporate open space throughout, minimized parking in rear of buildings, angled parking on-street, and access to walking trails and the central park space where possible. Commercial uses are allowed and encouraged in this area but are to be in keeping with small neighborhood shops and restaurants. Residential units and/or Office uses above commercial space are allowed. Building within the Town Center area shall conform to standards within this document for architectural forms/materials, landscaping, storm water and street design and will be reviewed by the City of Grimes and the HRC.

Single Family Residential

Single family residential zoning is based on City of Grimes R2-70 zoning in Areas D & J as shown below. Area B, as shown in below, is based on City of Grimes R2-60 zoning. All Single Family Residential Areas are subject to the exceptions as described in this PUD.

* Included in Area B for lot size requirements only



1. Principal Permitted Uses Only the uses of structures or land listed in this section are permitted in the Single Family Residential portions of Heritage at Grimes - designated as Area B, D, J, & K in Fig. 3.1

- A. Single family dwellings
- B. Churches, chapels, temples, and similar places of worship, provided that all principal buildings be set back a minimum of forty (40) feet from all property lines
- C. Public and parochial schools, elementary and secondary, and other educational institutions having an established current curriculum as ordinarily given in the public schools, provided that all principal buildings be set back a minimum of forty (40) feet from all property lines
- D. Family homes as permitted by and as limited by Section 414.22 of the Code of Iowa
- E. Publicly owned parks, playgrounds, golf courses, and recreation areas
- F. Private noncommercial recreational areas, including country clubs, swimming pools, tennis clubs and golf courses
- G. Cemeteries, including mausoleums

2. Permitted Accessory Uses

- A. Uses of land or structures customarily incidental and subordinate to one of the permitted principal uses, unless otherwise excluded
- B. Private garage or carport
- C. Home occupations as permitted in and as limited by Section 165.16 of the City of Grimes Zoning Ordinance.
- D. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work
- E. Temporary use of a dwelling structure within a new subdivision as a job office and real estate office for the subject subdivision, which shall terminate upon completion or abandonment of the project
- F. One board or sign not to exceed fifty (50) square feet in area referring to the construction, lease, hire, or sale of a building, premises, or subdivision lots, which sign shall refer to property on which the sign is located, and shall be removed as soon as the premises are sold or leased or construction completed
- G. Institutional bulletin board sign
- H. Day nurseries and nursery schools
- I. Satellite receiving antenna, mounted on the ground in the rear yard or attached to the principal building facing rear yard as a height no greater than the peak of the roof, not to exceed a maximum height of fifteen (15) feet. The mounting of the antenna shall be in accordance with the City Building Code. The height of the antenna shall be measured vertically from the highest point of the antenna when positioned for operation, to the bottom of the base which supports the antenna. No antenna in the "R" District shall be greater than twelve (12) feet in diameter. Satellite receiving antenna mounted on a trailer or vehicle may be allowed in the rear yard for a period not to exceed fifteen (15) days.
- J. Solar collectors mounted on the ground in the rear yard or attached to principal building facing front, side or rear yard as a height no greater than the peak of the roof of the principal structure. The mounting of solar collectors shall be in accordance with the City Building Code. If required, solar access easement may be obtained from adjoining property owner in accordance with the State statutes.

3. Bulk Regulations See Figure 3.2

All proposed construction is to be reviewed by the City of Grimes as well as the Heritage Review Committee. Architectural design will be required to meet minimums for design as outlined within section 5 of this PUD document.

4. Definitions

- A. For the purpose of this section, the following terms shall have the following definitions, except as otherwise specifically provided:
- B. "Heritage at Grimes" shall mean and refer to the real property as shown in Figure 3.1.
- C. "Developer" shall mean and refer to the signatories hereto and their successors and assigns.
- D. "Lot" shall mean and refer to all Single Family Residential Lots as shown in Figure 3.1.
- E. "Building Plot" shall mean and refer to one or more platted lots or one platted lot and portion or portions or adjacent stated lots in Heritage Plat.
- F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or building plot which is part of Heritage at Grimes.
- G. "Outbuilding" shall mean an enclosed covered structure not directly attached to the residence to which it is appurtenant.

5. Designations of Use

As described in Chapter 3 – Land Use and Bulk Regulations of this Document.

6. Building Type and Area

- A. No habitable building or structure shall be constructed, altered, or maintained on any Single Family lots other than a detached single family home. All single family homes must meet minimum sizing as set forth in the table below. Minimum square foot requirements are exclusive of basements, attached garages, breezeways, and porches.

LOCATION (REFER TO FIGURE 3.1)	TYPE	
	RANCH STYLE MINIMUM	1.5 & 2 STORY MINIMUM
AREA B	1,450 SF	1,750 SF
AREA D	1,350 SF	1,650 SF
AREA J	1,650 SF	2,100 SF
AREA K	NONE	NONE

- B. No habitable structure of any kind shall be moved onto any lot in Heritage at Grimes.
- C. All structures built in Heritage at Grimes shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged, i.e., stained wood, stone, brick, and warm-toned shingles, as well as soft, earth-tone colors. All exposed concrete block or concrete foundations shall be painted, brick veneered, or stone veneered. See Chapter 6 – Architecture of this document for additional information.
- D. All accessory use type buildings (sheds, etc.) shall be constructed to match the architecture of the residence on that lot. No permanent accessory structures shall be erected until plans have been first submitted and approved by the H.R.C. or its successor in interest.
- E. All residence shall have a minimum of an attached two-car garage. All driveways shall be constructed of portland cement concrete, or other hard surface materials. Each dwelling shall provide off-street parking for two cars, including space in garage.
- F. Single family residential lots in “Area K” are not required to be reviewed by the H.R.C.

7. Architectural Control

- A. In order to preserve the general design for the development of the whole of Heritage at Grimes as a fine residential section of Grimes, no building of any kind, nor any addition thereto, shall be erected upon any building plot in Heritage at Grimes, unless the plan, design, building materials and location thereof shall have been first approved by the H.R.C. or such person or persons or corporate entity designated by it for this purpose. Approval of a plan shall not be unreasonably withheld. In the event the H.R.C. or its designee does not respond in writing to approve or disapprove such plans, design, materials, location within 60 days from its receipt of the same, such plans, design, materials and location shall then be approved by H.R.C, after which the City of Grimes approval and permitting process may begin.
- B. Any material deviation in construction, from the approved plans on any building plot, which, in the judgment of H.R.C. is a substantial detriment to the appearance of the structures located in the surrounding area, shall be corrected to conform to the approved plans at the expense of the owner of that building plot.
- C. No boats, campers, nor other recreational vehicles may be parked and stored on a Residential Lot within Heritage at Grimes except in a garage.

- D. No mobile or trailer-type homes will be allowed in the entire development, including future phases of Heritage at Grimes. No pre-manufactured homes will be allowed in Heritage at Grimes.
- E. All paving for driveways shall extend no further than side yard building setback lines as established by zoning ordinances.
- F. Paving for patios, storage areas, and similar non-vehicular traffic uses may extend to within 1' of property line.

8. Livestock and Poultry Prohibited

Livestock and Poultry regulations within Heritage at Grimes shall conform to current City of Grimes ordinances.

9. Easements

Easements for installation and maintenance of utilities, drainage facilities, conservancy districts and walkways are reserved as shown on the proposed plat of Heritage at Grimes. The Owner or occupant of a building plot shall, at his expense, maintain, keep and preserve that portion of the easement within his property at all times in good repair and condition and shall neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and maintenance of any of the utility services and drainage and usage of walkways located within the easements.

10. Nuisances

No noxious or offensive activity or odors shall be permitted on or to escape from any lot, nor shall anything be done thereon which is, or may become an annoyance or nuisance, either temporarily or permanently.

11. Weed and Erosion Control

Weed and Erosion Control regulations within Heritage at Grimes shall conform to current City of Grimes ordinances.

12. Landscaping and Sight Lines

- A. No hedge or shrub planting which obstructs sightlines at elevations between two (2) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sightlines.
- B. At a minimum, all landscape and site plans must provide that all private residential yards be sodded with nursery quality sod, except where topography does not permit such sodding.
- C. All lots other than private residential shall be sodded upon final construction for said lot. In the event sections of lots are to be left open for future development, seeding is allowed.

- D. Each Single Family Residential lot shall be planted with a minimum of 2 trees from the list of approved species (Fig 9.1). At least one or both trees shall be from the Overstory Tree list. The second tree may be from the Ornamental Tree list. Overstory trees must be a minimum size of 2.5" caliper - Ornamental trees must be a minimum size of 1.5" caliper.
- E. Use of artificial turf within Heritage at Grimes is limited to no more than 250 square feet per single family residential lot.

13. Swimming Pool

- A. No above ground (or non-permanent) swimming pools capable of holding water at greater than a 24" depth shall be permitted.
- B. In ground pools are allowed. In addition to the City of Grimes Zoning requirements for pools, construction of such pools must also follow all applicable State and Federal guidelines for safety and installation.

14. Towers and Antennas

Any antenna designed to receive direct broadcast satellite service ("DBS") that is more than one meter in diameter is prohibited. Any antenna designed to receive video programming services via multi-point distribution services, including multi-channel multi-port distribution services ("MMDS") that is more than one meter in diameter or diagonal measurement is prohibited. Any antenna designed to receive analog television broadcast signals ("TVBS") shall be attached to the single family home. Any DBS antenna, MMDS antenna, or antenna designed to receive digital television broadcast signals ("DTV") shall be attached to the single family home. Any DBS, MMDS, DTV, or TVBS antenna shall be made of materials or painted to blend into the background on which it is mounted; provided that the antenna can receive an acceptable quality signal. No other exterior towers or antennas shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on any permitted outbuildings.

15. Temporary Structures or Equipment

No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any building plot, either temporarily or permanently. All boats, campers and other recreational vehicles shall be parked or stored in a garage.

16. Commercial Activity Prohibited

No home occupation business or any commercial activity shall be conducted on any lot, except as permitted by the Grimes Zoning Ordinances. Notwithstanding any provisions or restrictions contained in this P.U.D. to the contrary, Developer and its agents, employees, successors and assigns may maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the sale, development or improvement of any lot, including without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings. The right to maintain and carry on such facilities and activities shall include specifically the right to use dwellings as model residences or as an office for the sale of lots and related activities. The location of any construction or office trailers of Developer's assignee shall be subject to Developer's approval.

17. Signs

No sign of any kind or description shall be placed, exposed to view or permitted to remain on any lot or any street adjacent thereto, except street markers, traffic signs, and other signs displayed by the City of Grimes or by other governmental units, and except signs which have been approved by Developer or its authorized agent not exceeding 1 square foot (144 square inches) in area upon which there shall only be exhibited the street number or name, or both, of the resident. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the lots restricted hereby, the officers or agents of the Developer are hereby given the right to enter upon those lots and permitted until such development is completed. Signs not exceeding 9 square feet (1,296 square inches) in size, to show property for sale shall be permitted.

18. Mandatory Completion Date

Any requirement with regard to building structures, accessory use buildings, driveways, sod or any other required action with regard to improvement to the property or the land under the terms of this document or the Grimes City Code must be completed within one year from the date that the closing occurs between the Developer and the purchaser or six months from the date of the issuance of the building permit on the lot, whichever occurs first.

19. Fences

As part of the aesthetic development of Heritage at Grimes it's recognized that privacy fences throughout residential neighborhoods limit site lines, compartmentalize residential lots, and closes off the pedestrian nature of the ground. Because of this, fencing throughout this development is required to meet strict criteria as outlined in Figures 3.3 & 3.4 on the following pages.

FENCING

Fencing is discouraged throughout Heritage at Grimes. In the Single Family Residential areas (as delineated in Figure 3.3), only fence types specified in this section are allowed. Wood privacy fences are specifically prohibited anywhere within the Heritage at Grimes development.

TYPE 1 FENCING

Type 1 fencing is allowed throughout Area B, D, and K, and the southern portion of Area J. See Figure 3.3 for delineation of the boundary. Basis for design is 48" overall height, black vinyl coated chain link (as shown). No other fence type is allowed within the limits of Type 1 fencing.

TYPE 2 FENCING

Type 2 fencing is reserved for the northern lots of Area J as shown in Figure 3.3. Basis for design is Ameristar "Montage" fencing, 48" or 72" overall height, black, single bottom rail, and dual top rail. This is the only type of fencing allowed in the area described.

TYPE 1



TYPE 2



FENCE TYPE 1



FENCE TYPE 2

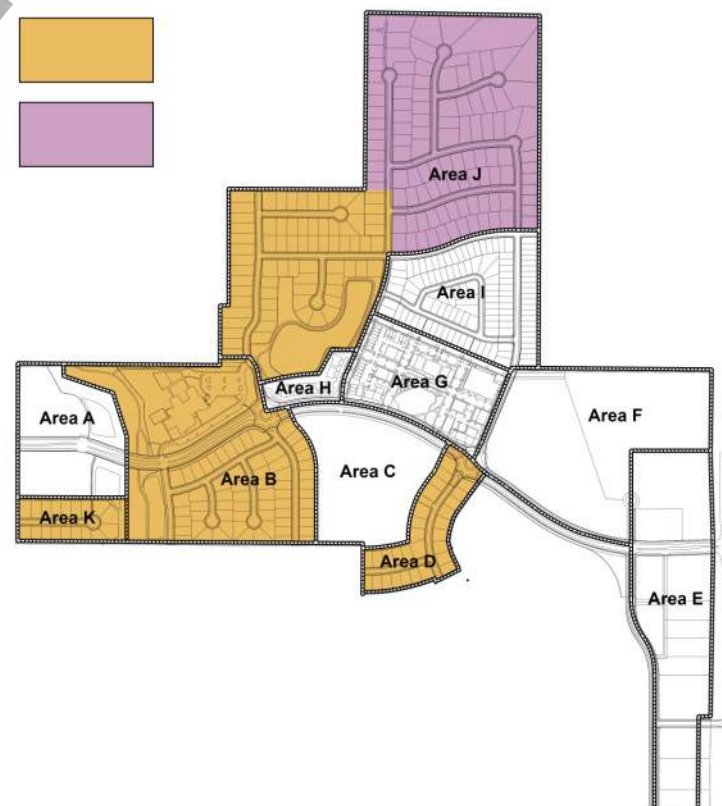


FIGURE 3.3

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Multi Family Residential

For all areas shown as Multi Family Residential in Figure 3.1, the basis for zoning is R-3 HIGH DISTRICT and R-3 MEDIUM DISTRICT, as described in City of Grime Ordinance Chapter 165.23(A) and 165.23(B), for the purposes of regulations. The R-3 zoning requirements are amended as follows:

165.23A (1) Principal Permitted Uses:

A. Multiple family dwellings including row dwellings and condominium dwellings

B. Institutions of a religious, educational, or philanthropic nature, including libraries.

C. Colleges and universities, both public and private, including administrative buildings, classrooms, dormitories, athletic facilities, and similarly related structures, but not including commercial trade schools and business colleges.

D. Nursing, convalescent and retirement homes.

E. Private clubs, lodges, or veterans organizations, except those holding a wine/beer permit or liquor license

165.23A (2) Permitted Accessory Uses:

Allowed per Ordinance

165.23A (3) Bulk Regulations: See Figure 3.2

In addition to 165.23, also amended is 165.49 (Internal Bulk Requirements Table): Minimum separation between garage and edge of common drive (driveway approach) shall be 20'

All Multi Family Residential Development is required to meet standards set forth in 165.49 INTERNAL BULK REQUIREMENTS of the City of Grimes Zoning Ordinance.

All proposed construction is to be reviewed by the City of Grimes as well as the Heritage Review Committee. Architectural design will be required to meet minimums for design as outlined within section 5 of this PUD document.

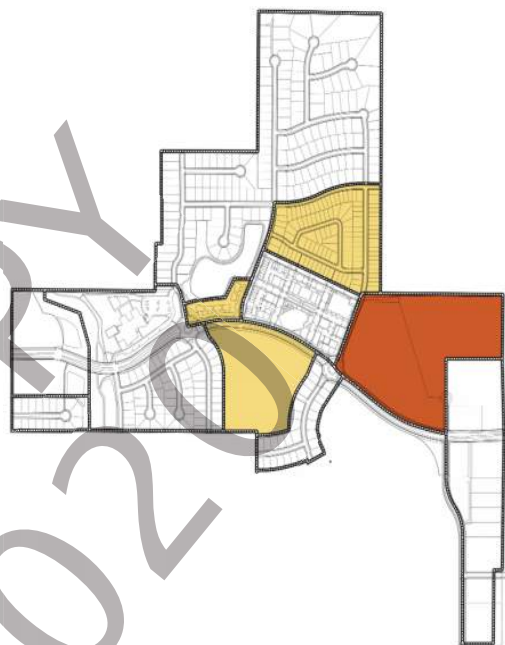
Commercial

Basis for Zoning: City of Grimes C-1

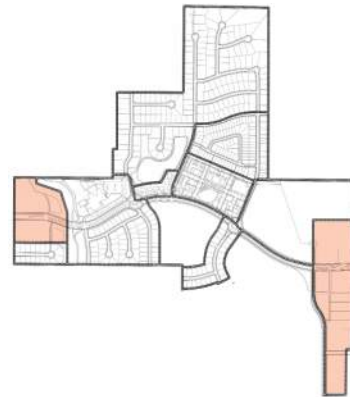
For areas shown as Commercial in Figure 3.1, the basis for zoning is C-1, as described in City of Grime Ordinance Chapter 165.26, for the purposes of regulations. The C-1 zoning requirements are amended as follows:

165.21 (3) Bulk Regulations: See Figure 3.2

Development of Areas E & F are within the Highway 141 overlay district and will, with exceptions of bulk regulations, landscape requirements, and building materials, follow the currently approved regulations for the Highway 141 Mixed Use Development Corridor District - Chapter 165A.



All proposed construction is to be reviewed by the City of Grimes as well as the Heritage Review Committee. Architectural design will be required to meet minimums for design as outlined within section 5 of this PUD document.



Town Center

Basis for Zoning: City of Grimes C-1

The Town Center area of Heritage is intended as a unique destination within the City of Grimes. The basis for zoning is C-1, as described in City of Grime Ordinance Chapter 165.26, for the purposes of regulations. The C-1 zoning requirements are amended as follows:

165.26 (3) Bulk Regulations: See Figure 3.2

All proposed construction is to be reviewed by the City of Grimes as well as the Heritage Review Committee. Architectural design will be required to meet minimums for design as outlined within section 5 of this PUD document.

The concept plan for the Town Center is shown below in Figure 3.5. Final design/construction is expected to generally conform to this layout. Significant changes to building size/location, etc will be reviewed by the HRC and the City of Grimes to determine appropriateness in following the design intent laid out within this PUD.

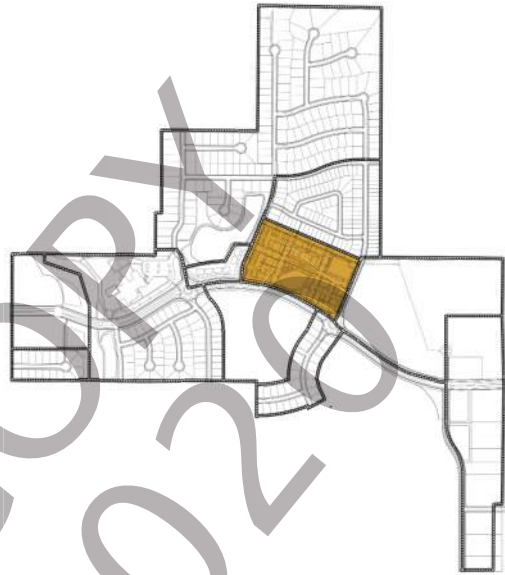


FIGURE 3.5 - TOWN CENTER SCHEMATIC CONCEPT

Traffic Calming

Recent developments in the study and implementation of traffic calming measures have shown that certain methods are highly effective in slowing vehicle speeds and reducing accidents. By including specific aspects of traffic calming into Heritage, it is anticipated that there will be an overall reduction in the number of traffic accidents, most importantly vehicle/pedestrian accidents.

While other large metropolitan cities throughout the US have started including more traffic calming measures in their street plans, the Des Moines metro is generally lacking in specific methods. As a forward thinking development, Heritage will show real world implementation in how properly used traffic calming measures work.

Some of the overall objectives in using traffic calming devices include:

- Overall reduction in vehicle speeds
- Promoting safe and pleasant conditions for motorists, bicyclists, pedestrians, and residents
- Improving the environment and livability of neighborhood streets
- Improving real and perceived safety for nonmotorized users of the streets
- Discouraging use of residential streets by non-residents cut through vehicular traffic

Beaverbrooke Boulevard - Reduced lane widths and raised median

Traffic calming along NE Beaverbrooke Boulevard will help in slowing overall traffic speed and reducing potential for collisions. Specifically, limiting the lane width to 22 feet in each direction will slow traffic down and force drivers to better mind their surroundings. By reducing the overall lane width, there is a corresponding increase in the amount of landscaped space along the outside of the lanes as well as the median. Pedestrian crossings at major intersections are also reduced in overall length, making a quicker trip across for pedestrians.

Along with narrower lanes, the inclusion of a 22 foot wide raised median will also work to calm traffic along NE Beaverbrooke Boulevard. This median, which would change in overall width based on turning lanes, is large enough to provide an ideal

location for tree, shrubs, sculptural elements, or other amenities. The visual cue to drivers by having these elements spaced throughout the length of the road can help lead to slower speeds and fewer accidents. It will also allow for a center island at intersections where pedestrians can be out of the traffic flow as needed.



Local Streets - Reduced lane widths

Similarly to NE Beaverbrooke Boulevard, Local Streets designated by Red and Purple in Fig. 4.7 are reduced to 26 feet in width. Reduction of the overall paving width will force drivers to slow down in these areas. Slower speed on these roads could lead to a reduction in the number and severity of accidents.

'Neckdowns' at intersections

'Neckdowns' refer to locations at street intersections where the overall width is reduced by a distance equal to the on-street parking width. It doesn't affect the width of the overall travel lanes, but there are several benefits in terms of traffic calming. Among other things, Neckdowns shorten the crossing distance for pedestrians, better define the parking bays, provide a haven for pedestrians preparing to cross the street, and provide space for amenities and enhancements. All of this additional pedestrian space works to provide the visual cue to drivers that they need to slow down and be more aware of what is happening. Neckdowns can occur anywhere on street parking is included in the design, or in locations where a turn only lane is designed and will not continue across an intersection.



Roundabout

As Roundabouts increase in frequency throughout the Des Moines metro area, more drivers are becoming familiar and comfortable with navigating them. Incorporating a Roundabout in Heritage will allow the elimination of a necessary four-way stop while still accomplishing the goal of slowing traffic and making a safe intersection. Typical Roundabout design includes significant signage to properly direct both vehicles and pedestrians through the space and come with numerous benefits over standard four-way stops; streets visually narrow as they approach the Roundabout, landscaping can be incorporated into the center circle as well as islands leading up to it, it give pedestrian an obvious cross walk, it can be enhanced with sculptural elements and landscaping.



Street design throughout Heritage will follow a standard hierarchy based on estimated volume of traffic. Heritage is assumed to have one major east-west arterial road, one major north-south collector road, and the remainder classified as local roads. Typical schematic sections are shown for each type of road, however eventual full build out may dictate changes to overall right of way widths and basic layout. In any event, safety will be the overriding factor for all street designs within Heritage.

All streets and parking lots shall be designed to allow typical access for Emergency Vehicles. Review by the Fire Marshall is recommended to be included in all design phases to ensure compliance with this requirement.

Collector (NE Gateway Drive)

NE Gateway Drive is designated in this plan as a collector level road because of its eventual connection to 1st Street to the south. Additional collector roads may be designated based on final construction drawings and development levels both within Heritage and on the ground to the south.

Gateway Drive features Single Family Residential to the west and Commercial to the east. Because of the need to screen the residential development from commercial uses, a 40' wide landscape buffer is proposed within a public outlot adjacent to the west edge. Like the landscape buffer proposed along the south edge of NE Beaverbrooke Boulevard, this buffer zone would be maintained by the City of Grimes as part of the open space/park ground of Heritage. NE Gateway Drive is proposed to have no parking on either side. Other collector roads, depending on traffic study recommendations, might allow parking. A final determination will be made during the design phase.

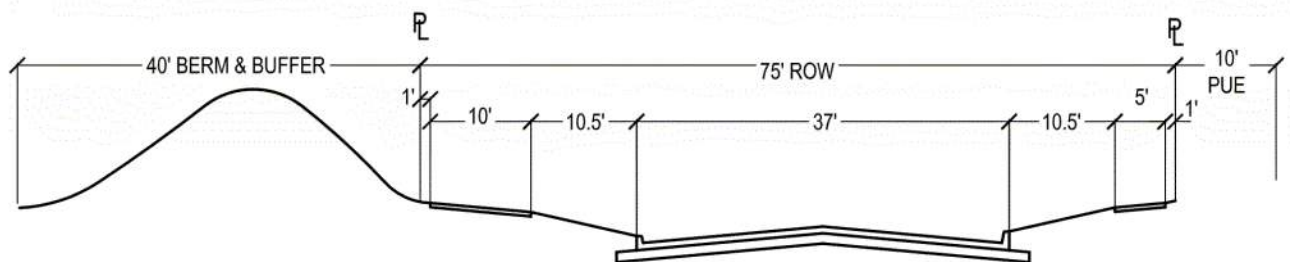


FIGURE 4.1: NE GATEWAY DRIVE (LOOKING NORTH)

Arterial (NE Beaverbrooke Boulevard)

Serving as the primary east/west corridor through Heritage, NE Beaverbrooke Boulevard is projected to carry the majority of vehicles through the area. Because of the high capacity for the road, speed limits and lane widths will be designed accordingly. A proposed speed limit of 35mph will carry traffic quickly and safely through the area. A final traffic study based on completed designs will determine actual speed limit for the road. Parking along NE Beaverbrooke Boulevard will not be allowed in either direction.

The conceptual cross section in Figure 4.2 shows anticipated R.O.W. widths for NE Beaverbrooke Boulevard. This width allows for the full future construction to have a divided landscape median, bike/pedestrian trail along the north side, and a pedestrian sidewalk along the south side. In sections of NE Beaverbrooke Boulevard where adjacent uses are single family residential, a 20' wide landscaped berm/buffer is proposed. This standard section will develop a strong pedestrian feel to the street and an

entrance to the commercial and municipal uses throughout. The proposed buffer zone is not included as part of the overall ROW, however it will be maintained by the City of Grimes as part of the

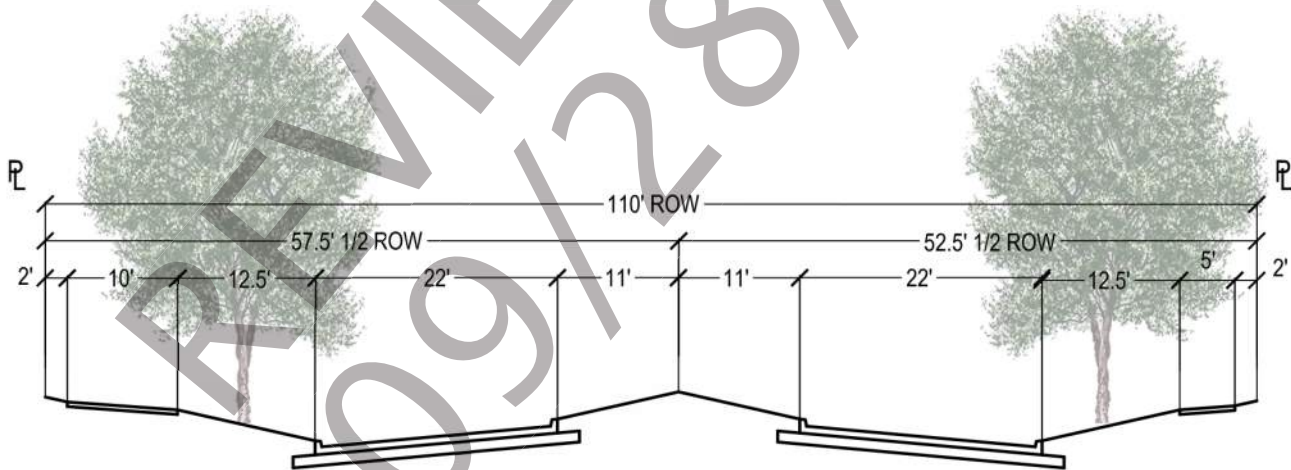


FIGURE 4.2: NE BEAVERBROOKE BOULEVARD - LOOKING EAST

Local Roads

For the purposes of these design guidelines, all other roads within Heritage at Grimes are assumed to be Local Roads with minimal R.O.W. Most of these roads don't have a direct connection outside the Heritage boundaries, and those that do connect only to similarly sized roads within residential developments.

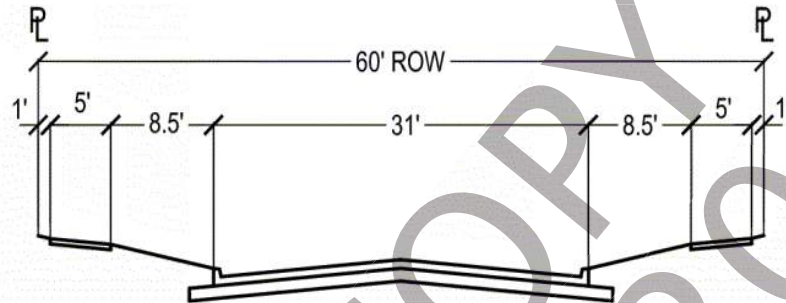


FIGURE 4.3: BLUE CENTERLINE IN FIGURE 4.7

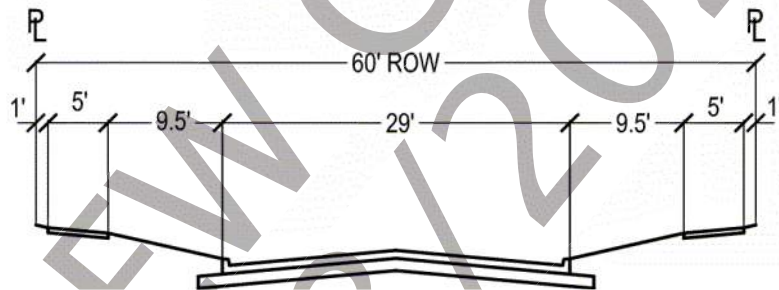


FIGURE 4.4: GREEN CENTERLINE IN FIGURE 4.7

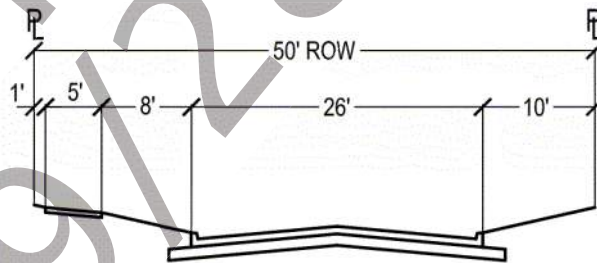


FIGURE 4.5: RED CENTERLINE IN FIGURE 4.7

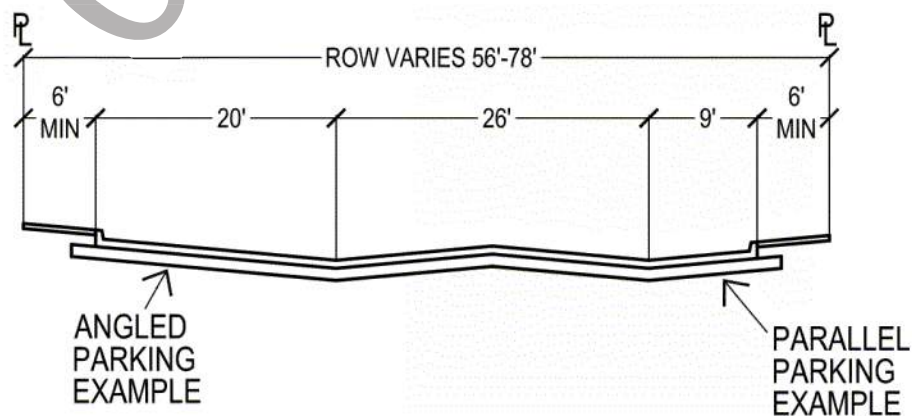


FIGURE 4.6: PURPLE CENTERLINE IN FIGURE 4.7

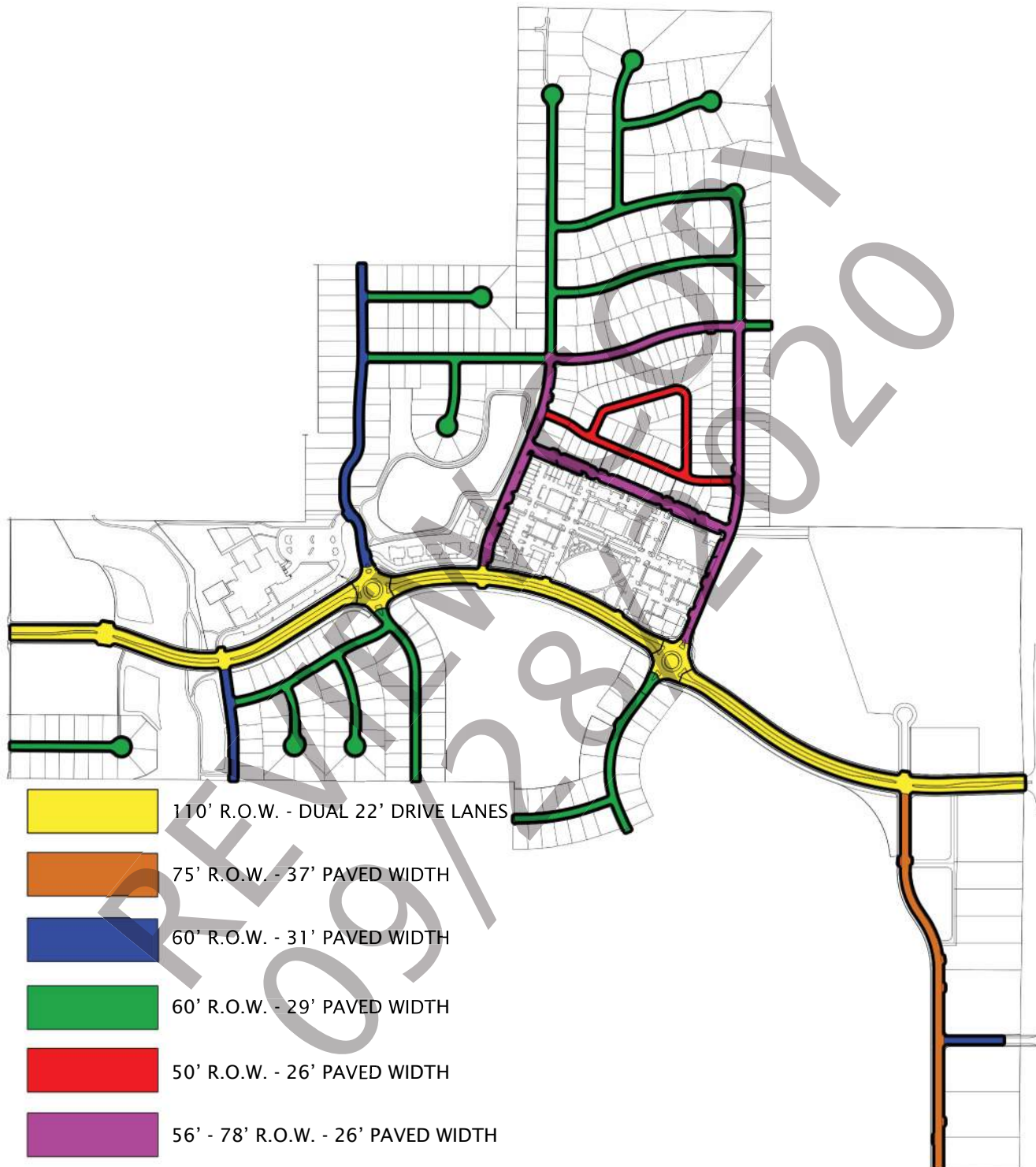


FIGURE 4.7: ROADWAY SCHEMATIC KEY

INTENT

These guidelines are meant to establish a palette of materials and design standards from which all architectural elements within Heritage at Grimes will draw. They are not intended to discourage creative solutions, rather to allow as much creativity as possible within set parameters so as to create buildings which are unique, yet similarly themed to the overall development. In this manner, Heritage will stand apart from other projects in overall form.

CHARACTER

Overall architectural character is intended to meet criteria for a 'Traditional' design. While this is a fairly open interpretation of style, the intent is to specifically discourage modern style of architecture characterized by minimal 'cube' structures and plain lines. It also discourages highly stylized architecture with a more Baroque or Victorian character. Instead, the overall theme for the architecture within Heritage at Grimes will invoke more of the Craftsman and some Prairie Style of design. Flat roof buildings are discouraged in favor of hip roof elements. Flat roofs can be allowed by the review committee as long as they do not make up the majority of the roof line and the rest of the building meets the desired Traditional styling.

Architectural character is intended to carry over to all aspects of building construction throughout Heritage at Grimes. This specifically includes single family residential structures as well as all commercial and multi-family buildings. To some extent, the first buildings constructed within Heritage will set the example for the rest of the development. It will be critically important through the review and approval process for the first few projects to tie down materials, details, and general site layouts.

In addition to materials and style, architectural color will be similarly reviewed and approved. Allowable colors for any of the accepted materials should be primarily earth tones, followed by neutral colors, and a small percentage of primary colors as accents. Painting natural materials such as stone and brick will not be acceptable. Colored concrete may be allowed under some circumstances and the color pigment must be integral to the concrete. No surface treatments will be allowed.

GENERAL GUIDELINES:

The following materials are considered acceptable for inclusion within architectural features in the Heritage at Grimes development. Additional materials not shown on this list may be submitted for approval as appropriate to the architectural character of the building.

- Brick: encouraged as a primary element in most architectural elements, red and dark earth tones preferred
- Natural Stone: limestone, 'Iowa Buff' or similar colors
- Metals: pre-finished panels and or weathering steel
- EFIS: allowed as accent or portion of wall face - must be specifically approved by H.R.C. for inclusion
- Glass: mirrored glass and highly reflective panels are not allowed. Clear and/or tinted glass is acceptable.
- Shingles: heavy asphalt shingles are allowed, dark colors and dark earth tones are preferred.
- Standing Seam: shingles are preferred, but standing seam roofs can be allowed by review committee, earth tones and neutral colors preferred.
- Wood Shake and Slate: allowed as an alternate to Shingles - similar color to shingles.
- "Hardie-Plank": or similar siding material primarily for residential construction.
- Vinyl Siding: allowed ONLY in Single Family Residential - Areas B & K.

Primary materials for all buildings other than Single Family Residential homes and Multi Family Area C shall consist of a combination of brick, textured concrete block, architectural wall panels, architectural steel panels, or natural stone. A minimum of 75% of sides of the building shall consist of these primary materials - the remaining exterior portions will be considered trim (components which if removed from the facade would not significantly alter the appearance of the building). The maximum amount of trim on a given wall area shall not exceed 25% of the wall area.



Primary materials for Single Family Residential construction in Areas B & K and Multi Family Residential Area C may consist of a combination of the materials listed (or similar). Use of vinyl siding in these areas is allowed, however no structure will be allowed to have 100% vinyl siding. Vinyl siding on any street facing facade is not allowed, this includes rear facades facing Beaverbrooke Boulevard. Final approval of the use of vinyl siding will be at the discretion of the HRC. The remaining exterior portions will be considered trim (components which if removed from the facade would not significantly alter the appearance of the building).

All other Single Family Residential construction in Areas D and J shall follow similar guidelines, with the exception that no vinyl siding is allowed.

In order to gain a greater energy efficiency within the Heritage at Grimes project, passive energy saving techniques and elements such as awnings, overhangs, and other shading material are encouraged. Skylighting is encouraged where reasonable in order to lessen the need for powered lighting within buildings. Alternative roofing considerations such as light colored membranes and green (vegetative) roofs are encouraged.

Maintaining a pedestrian quality to the buildings is critical and should incorporate all or some of the following recommendations:

- Varying wall materials, textures, and colors to break up lengthy walls
- Incorporate projecting building elements such as overhangs and shading devices.
- Varying roof heights and shapes
- Varying parapet heights and shapes (when used)

Any accessory structure, such as trash enclosures, must also be constructed of the same materials as the main building which it serves. Exterior walls should be constructed of a solid, durable block material. Access gates should be of similar design aesthetic as the main building and provide 100% screening of the interior of the enclosure. Chain link gates with screening is specifically not allowed. Wood fencing is also specifically not allowed because of potential for damage and wear. Gates should, at a minimum, feature a solid fencing material such as Trex, or similar recycled plastic material that matches the architectural detail of the building.



Examples of single story architecture characterized by brick facade, hip roofs, projecting accent lights, awnings, and general earth tone colors.





Two story architecture examples.
Each building and/or tenant has a clearly
defined entrance.



Examples of three story architecture. Note continued use of earth tone colors, matching accent colors, and durable materials. A strong pedestrian presence at the main entrance is strongly encouraged in order to better create a sense of entry and arrival at the buildings.





Example of four story residential structure. Four story buildings are allowed, but only with specific approval of the City of Grimes and the Heritage Review Committee. This sample building features a walk-out rear so only appears as three stories on as seen from the road.





Example of mixed-use commercial and multi-family units. With residential components, it is significantly more important to engage the streetscape with the building in order to create a dynamic pedestrian theme. Developments are highly encouraged to create pedestrian spaces throughout the street front that allow for small gatherings, sitting areas, shade, and a well lit sidewalk. Safety and security is vitally important and must be reflected in the final design.



Single family residential homes can be variable in overall aesthetic appearance depending on the setting within the development and the changing styles that buyers are interested in. Because the purchase of a home is such a major investment and decision for a family, Heritage at Grimes allows more flexibility of design style with single family residential construction than with multi-family and commercial plans.



While preferred home construction still contains certain design elements including hip roofs, front porches, two car (minimum) garage stalls, and durable materials (as outlined in general guidelines), the HRC will consider house plans on an individual basis.

Accessory structures must be built in the same style as the primary structure with similar materials and colors.



Storm water management throughout the development is included in common areas wherever possible. This includes a pond just west of the Town Center section and detention basins placed in green space throughout the southern portion of the project. Eventually, all storm water run-off makes its way west and empties into Little Beaver Creek. The intent of the storm water management plan is to slow runoff, allow as much infiltration as is reasonable, and minimize downstream impacts. Commercial development will be responsible for its own storm water detention before allowing it to move off site.

Best Management Practices (BMP) for slowing down the runoff throughout the site are to be

implemented. In the southern sections of Heritage, runoff will flow into green space between the residential lots. These areas will be maintained as a combination of native prairie vegetation and mown open spaces. Installation of native plants will significantly slow down runoff, will filter pollutants and soil out of the water, and will result in decreased runoff flowing into Little Beaver Creek.

No basements will be allowed on structures within the 100 year floodplain. All homes that back up to the 100 year floodplain shall have a minimum open elevation at least two feet above the 100 year flood stage.

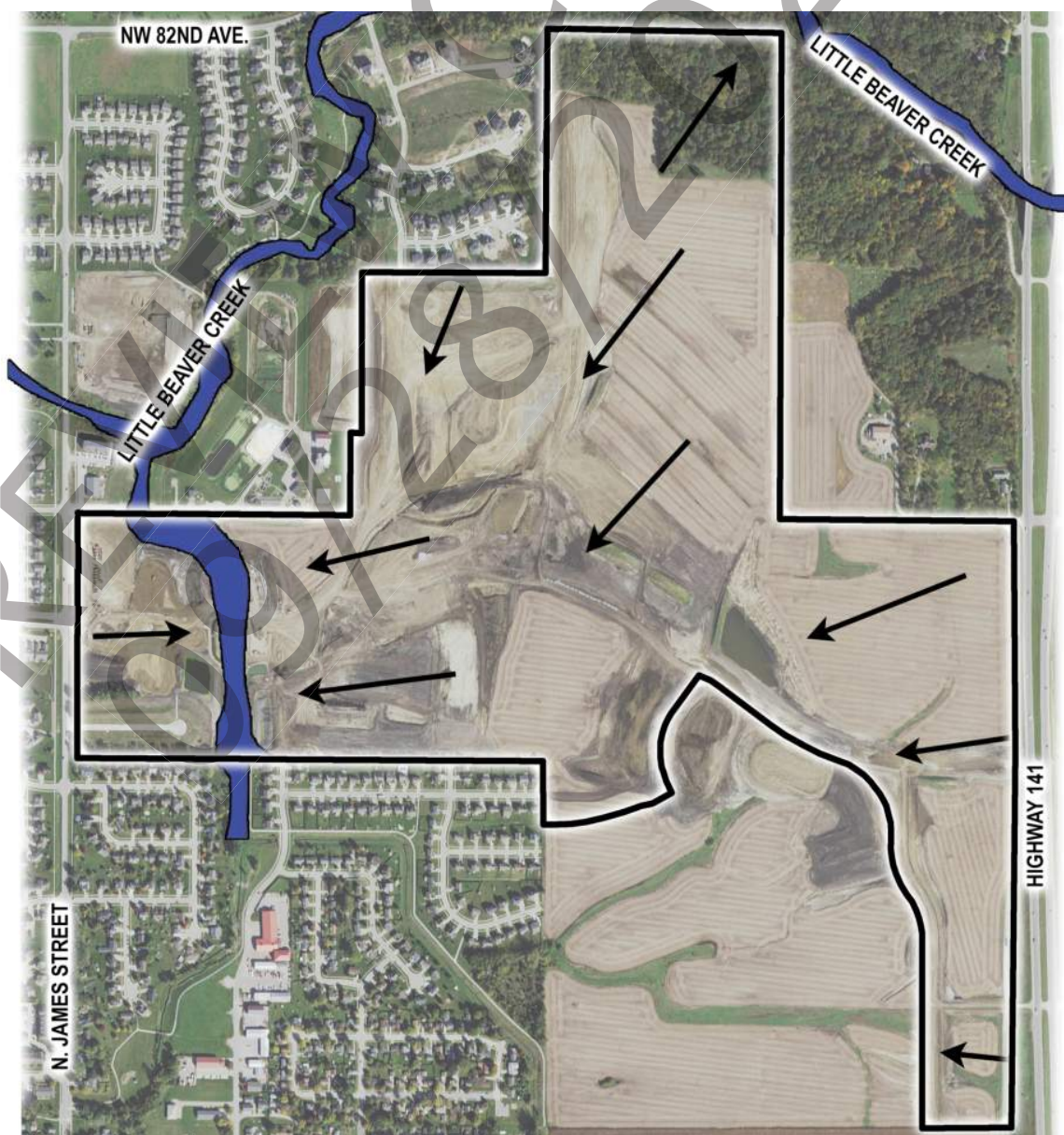


FIGURE 6-1: EXISTING SITE DRAINAGE AREAS

The pond shown to the west of the Town Center will feature a sedimentation basin. By trapping sediment in this section it greatly diminishes the amount of soil run-off that makes its way into Little Beaver Creek. As the overall development becomes more established and construction in the watershed is completed, maintenance needs in the basin will be significantly decreased.

Outflow from the pond will travel under Park Drive and into an open detention swale along the north boundary line adjacent to the City waste

water treatment facility. As the water moves through the detention basins, native plants will slow the water down and allow more infiltration and cleaning before the water arrives at Little Beaver Creek. Maintenance of the detention basins should be limited mostly to trimming and care for the native plants.

All stormwater and stormwater quality will be designed according to City of Grimes standards.

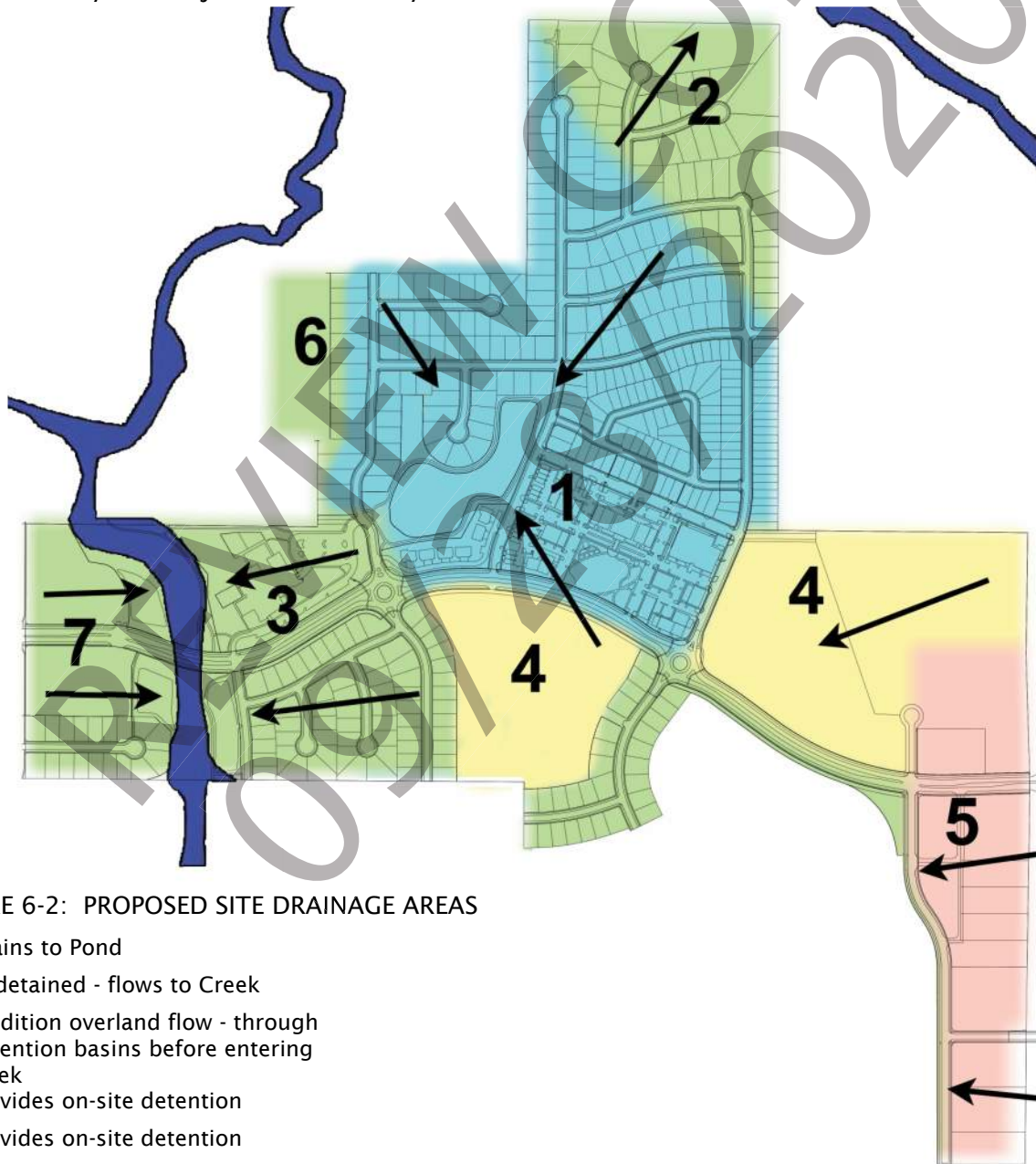


FIGURE 6-2: PROPOSED SITE DRAINAGE AREAS

- 1 - Drains to Pond
- 2 - Undetained - flows to Creek
- 3 - Tradition overland flow - through detention basins before entering creek
- 4 - Provides on-site detention
- 5 - Provides on-site detention
- 6 - Residential properties adjacent to WTP are undetained
- 7 - Detained in basins before releasing to creek

A common, defining theme throughout Heritage at Grimes will bring a greater level of cohesiveness and identity. This unique framework will not only define Heritage, but the City of Grimes as well. Artistic markers spaced along NE Beaverbrooke Boulevard will be repeated in smaller scale along other roads and at selected intersections. A clock tower is proposed to be located in Heritage Commons Park. A similar theme is to be carried throughout Heritage.

Artistic elements, more so than any other theme, can easily define an area and an identity. These elements will tie into the major entry features

located at the intersection of NW Beaverbrooke Boulevard and NW Gateway Drive as well as any smaller entry features at NW Beaverbrooke Boulevard and James Street which may be included. Materials for these elements must be durable, traditional in nature, and easily obtained. Setting a standard entry feature in Heritage is critical to developing its sense of identity and community.

Ideal materials include: Limestone (buff colored), Cor-Ten Steel, Punched Stainless Steel, Plastic Composite Wood Substitutes (Trex, etc) Colored Concrete.

Typical Bench - DuMOR 141



Trash Receptacles - DuMOR 158



Bicycle Racks - DuMOR 125-30



Optional Concrete Pavers



In areas meant as gathering spaces, pedestrian walkways, and entries, special attention to paving surfaces is encouraged. The use of concrete modular paving units, as opposed to typical concrete, creates a more inviting and comfortable space. Paver patterns can incorporate separate paver types within the design to reduce the appearance of the overall size of the hard surface.

Paving types are especially important to consider in the Town Center portion of the development where it's anticipated to have large number of pedestrians. Earth tone pavers paired with brick architectural elements help tie the vertical nature of the structures to the ground. Effective planting beds along paved surface edges give an even more intimate feel to a space than mown lawn and should be considered wherever feasible.



The only specifically developed park within Heritage at Grimes is Heritage Commons Park. This park is proposed to feature open lawn areas, a sculptural component (Clock Tower) and direct connections to the adjacent commercial businesses and/or municipal buildings. This park is envisioned as a place for not just the Heritage residents, but for the entire City of Grimes and can serve as a gathering place for civic events such as a farmer's market, July 4th celebrations, etc.

Park structures will be tied to Architectural guidelines in order to maintain the theme throughout. Natural elements such as timber, native limestone, and earth tone colors are encouraged throughout the buildings and the site. Plantings should focus on native plants and drought tolerant species. As outlined in the Landscape guidelines, reduction in maintenance costs and elimination of invasive plant species should drive the design decisions throughout the park. As a central element to Heritage at Grimes, it's imperative that the design fundamentals here set the tone for the rest of the project.

Green spaces are scattered throughout Heritage at Grimes. In the residential area they are primarily south of NE Beaverbrooke Boulevard and west of the town center area. These green spaces are a combination of open mown turf grass areas as well as storm water detention basins. They allow for residents to have larger areas for play, gathering, and outdoor activities. These spaces are considered 'pocket parks', but are not intended to be signed as typical park

ground. Delineation between the green spaces and residential properties will be through the use of decorative fencing, as required in section 3.

Connections to a larger trail system outside Heritage at Grimes as well as interconnection of the various uses in the development are critical. An existing bike trail enters Heritage at the southwest corner of the property to the north of Lions Park. A spur trail will allow riders and pedestrians access through Heritage by way of the open spaces and through to the commercial district along Highway 141. Farther north the trail again intersects Heritage at the extension of NE Main Street. The trail will continue north along the edge of the Little Beaver Creek floodway, under NE Beaverbrooke Boulevard, and eventually on north. A switchback on the north side of NE Beaverbrooke Boulevard will allow the option of traveling up to the street and continuing east or west along a similarly sized trail. Smaller trails throughout the open spaces connect to the proposed sidewalks throughout the development allowing for a wide variety of trails and experiences throughout.

All Parks, Open Space, Green Space, Detention Area, and Trails maintenance will become the responsibility of the City of Grimes once construction is completed.

Clock Tower Concept



Park Architecture Concept



Dash green lines indicate wider trails intended for bike/pedestrian use.

Solid green lines indicate walking trails.

All trails will have a minimum 24" mown shoulder on each side.

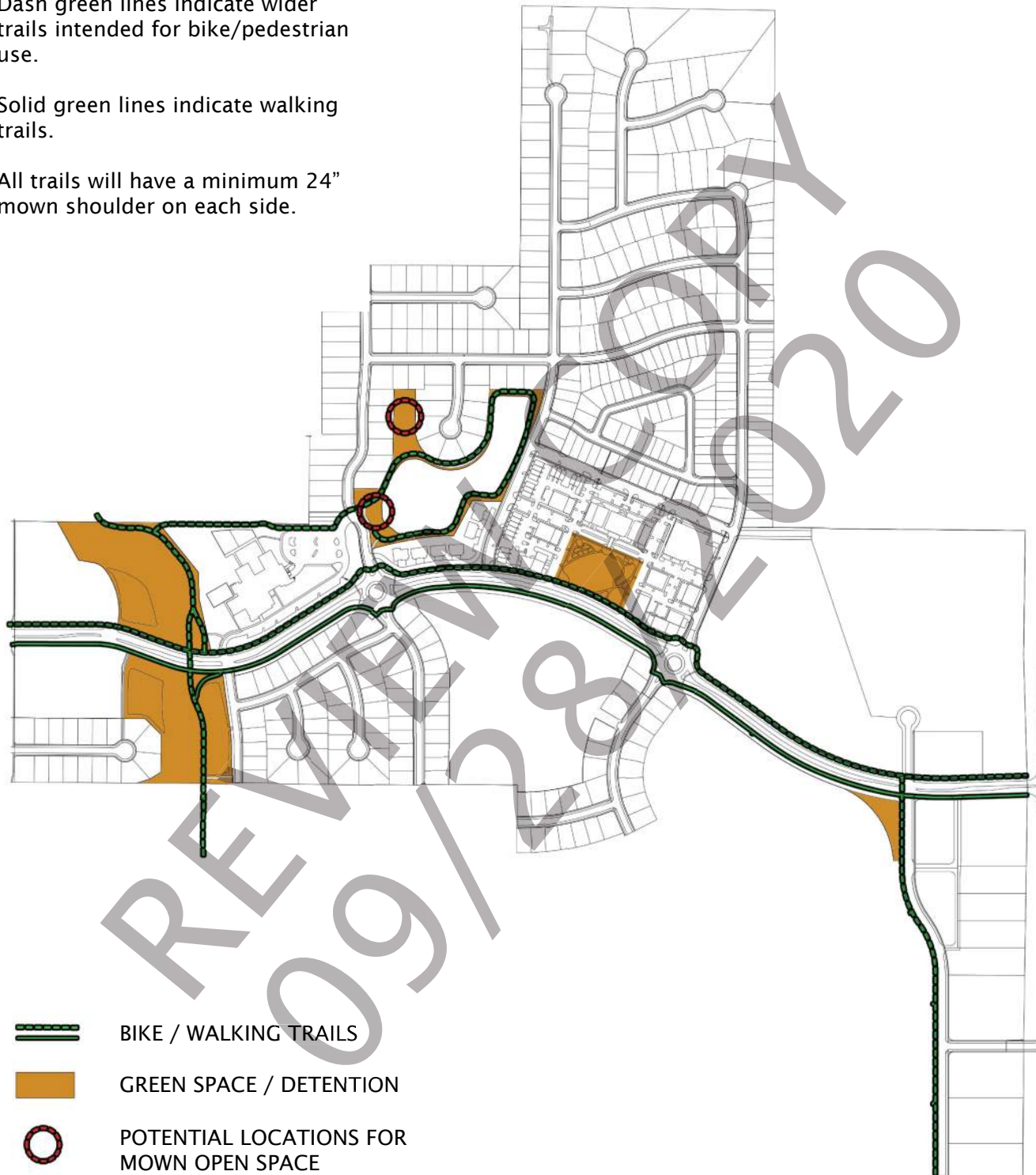


FIGURE 8.1: Showing the schematic concept for green space and mown park areas. Subject to change based on final engineering of detention requirements and layout.

Landscape standards for Heritage are intended to help in the creation of an overall theme for streets, municipal buildings, and residential / commercial development. The base recommendations are a minimum requirement and efforts should be made to increase the overall level of landscape installation throughout. Numerous areas of significant vigorous vegetation help break up large open areas and give the impression of a more pedestrian friendly environment which can help slow and direct vehicular traffic. They can also provide valuable cooling opportunities during warmer summer months and help reduce effects of winter winds by acting as natural wind breaks. The use of native, drought tolerant plant materials is encouraged throughout Heritage. High maintenance annuals and plants needing significant watering after installation are also discouraged. Proposals involving large annual planting beds will be considered with proof of an adequate long term maintenance plan.

Native plants are encouraged over the use of typical nursery derived varieties. Because of their natural drought tolerance, native plantings help reduce the overall need for long term watering and maintenance. Hybridized versions of native plants are an excellent alternative when the native variety might have too much of a 'wild' look.

Diversity of plantings is also strongly encouraged instead of mass monoculture plantings. As seen with the Emerald Ash Borer and several plant diseases, it's preferred to have a large mix of plants. This way if something affects a certain species of plant it doesn't affect the entire landscape.

Irrigation systems are discouraged for shrub and perennial planting beds. Systems installed for turf areas should implement water saving features as much as possible in order to reduce overall consumption. Hybrid and native turf varieties are strongly encouraged as an alternate to typical bluegrass sod.

NE BEAVERBROOKE BOULEVARD

Landscaping along NE Beaverbrooke Boulevard shall incorporate large overstory trees throughout its length. Recommend installation of one (1) Overstory Tree every 50' (approximate - as design allows) along both sides of the road. Refer to the list of recommended tree species in Figure 9.1. Due to potential loss of tree canopy from disease and pests, it is recommended that the street tree plantings be a combination of diverse species. Plans should incorporate an alternating sequence of varying species throughout, allowing for minimal impact should one particular species die out. No more than 5 trees of one particular species are recommended in a single group. Additional Overstory trees beyond the minimum are encouraged where possible, however, no Evergreen trees are permitted anywhere within a street R.O.W.

Planting of the median should also include a diverse mix of plants. A design standard of twelve (12) shrubs for every 100 LF of roadway is required. Refer to the list of recommended species in Figure 9.1. Consideration will be given for substitution of Ornamental Grasses and Native Prairie Plants on a basis of 2 Grasses / Prairie Plants per required Shrub. In the case of sections of NE Beaverbrooke Boulevard having only 1 lane in each direction, shrubs should be positioned in beds which would allow for the eventual full build out of a 4 lane road without removal of the shrub beds. All planting must be kept a minimum of 36" from the back of curb at time of planting to allow for growth without interfering with travel lanes.

Long term maintenance of all landscaped elements is critical to the success of Heritage at Grimes. Dead plant materials installed as part of an approved plan must be replaced according to size and species. In the case of infectious plant diseases, a substitute species may be installed as approved by the H.R.C.

Landscape plants on private lots are the responsibility of the owner of said lot. Long term maintenance of plantings in R.O.W., Parks, and other Public Spaces become the responsibility of the City of Grimes after installation.



COMMERCIAL AND MULTI FAMILY RESIDENTIAL PROPERTIES

Large scale development sites within Heritage are just as important, if not more so, than NE Beaverbrooke Boulevard in terms of landscaping. They make up the primary view into the development from Highway 141 and are the gateway through which much of the development is accessed. Required landscaping shall be based on calculations of required open space per site.

Every Commercial property within Heritage shall set aside Open Space within its boundaries as outlined in Figure 3.2 Bulk Regulations. Open

Space calculations do not include any portion of the property covered by a permanent structure, parking lot, or drive aisle. Sidewalks can be considered as part of open space so long as vehicular travel (other than emergency vehicles) is not allowed. Sites are allowed to, and encouraged to, have greater than the required open space, however landscape minimums are based only on the required Open Space

Minimum Landscape Requirements (Open Space)

- 2 Overstory Trees (2.5" caliper or larger) per 3,000 SF of required Open Space
- 1 Understory Tree (1.5" caliper or larger) per 3,000 SF of required Open Space
- 1 Evergreen Tree (6' height or larger) per 6,000 SF of required Open Space
- 6 Shrubs (#5 or larger) per 3,000 SF of required Open Space

Minimum Landscape Requirements (Street Frontage Planting & Landscape Buffers)

- Landscape Buffers shall be placed between any Commercial or Multi Family Residential property and adjacent Single Family Residential
- 1 Overstory Trees (2.5" caliper or larger) per 50 LF of Street Frontage or Buffer
- 2 Understory Trees (1.5" caliper or larger) per 50 LF of Street Frontage or Buffer
- 5 shrubs (#5 or larger) per 50 LF of Street Frontage or Buffer

Minimum Landscape Requirements (Parking Lot Plantings)

Vegetation in off street parking areas aides in breaking up large open areas of pavement and helps reduce overall negative environmental impacts on the property. All off street parking areas shall be screened from view of public rights of way. Plantings shall be a minimum of 36 inches high and provide year round screening. Perennial plants and ornamental grasses may be used in addition to shrubs, but not as the primary screening element. The following requirements will apply to all off-street parking lots within Heritage:

1. Landscaped islands throughout the parking lot are required to help break up the overall expanse of pavement. Islands should be effectively placed to allow access for emergency vehicles.
2. Landscaped islands shall be placed, at a minimum, every twelve (12) stalls within a row of parking. Landscaped islands shall be equal to or larger than a standard parking stall within the lot.
3. 'Tree Diamonds' are not allowed as acceptable parking lot planting islands.
4. The minimum planting requirement for off street parking areas are as follows:
 - a. 2 Overstory trees in each landscaped island equal to 2 parking stalls.
 - b. 1 Overstory tree in each landscaped island equal to 1 parking stall.
 - c. 12 Shrubs (#5 or larger) in each landscaped island equal to 2 parking stalls.
 - d. 6 Shrubs (#5 or larger) in each landscaped island equal to 1 parking stalls.

FIGURE 9.1
RECOMMENDED PLANT SPECIES

OVERSTORY TREES

Northern Red Oak	Quercus rubra
White Oak	Quercus alba
Bur Oak	Quercus macrocarpa
Hackberry	Celtis occidentalis
Skyline Honeylocust	Gleditsia triacanthos inermis 'Skyline'
Marmo Maple	Acer freemani 'Marmo'
State Street Maple	Acer miyabei 'Morton'
Green Column Black Maple	Acer nigrum 'Greencolumn'
Tulip Tree	Liriodendron tulipifera
Swamp White Oak	Quercus bicolor
Princeton American Elm	Ulmus americana 'Princeton'
Pioneer Elm	Ulmus americana 'Pioneer'

ORNAMENTAL TREES

Autumn Brilliance Serviceberry	Amelanchier grandiflora 'Autumn Brilliance'
Shadblow Serviceberry	Amelanchier canadensis
Pagoda Dogwood	Cornus alternifolia
American Hophornbeam	Carpinus caroliniana
Winter King Hawthorn	Crataegus viridis 'Winter King'
Crabapple Varieties (Fruitless)	Malus x.
Nannyberry Viburnum	Viburnum lentago

EVERGREEN TREES

(NOT ACCEPTABLE WITHIN STREET R.O.W.)

Colorado Spruce	Picea pungens
Black Hills Spruce	Picea glauca 'densata'
Norway Spruce	Picea abies
Eastern White Pine	Pinus strobus
Douglas Fir	Pseudotsuga menziesii
European Larch	Larix decidua

DECIDUOUS SHRUBS

Black Chokeberry	Aronia melanocarpa
Issai Beautyberry	Callicarpa dichotoma 'Issai'
American Hazelnut	Corylus americana
Hydrangea Varieties	Hydrangea sp.
Ninebark Varieties	Physocarpus opulifolius
Grow Lot Sumac	Rhus aromatica 'Grow low'
Fragrant Sumac	Rhus aromatica
Smooth Sumac	Rhus glabra
Knockout Rose (And Similar)	Rosa 'Radrazz'
Nishiki Willow	Salix integra 'Hakura Nishiki'
Dwarf Korean Lilac	Syringa meyeri 'Palabin'
Miss Kim Lilac	Syringa patula 'Miss Kim'
Viburnum - All Varieties	Viburnum sp.

FIGURE 9.1 (CONTINUED)
RECOMMENDED PLANT SPECIES

EVERGREEN SHRUBS

Green Mountain Boxwood	Buxus sempervirens 'Green Mountain'
Chicagoland Green Boxwood	Buxus sempervirens 'Glencoe'
Juniper Varieties	Juniperus sp.
Yew Varieties	Taxus media

PERENNIALS

Designs where perennials are incorporated should focus on plants native to the state of Iowa and highly drought tolerant. Examples include Purple Coneflower, Asters, Black-Eyed Susan, etc. Use of hybridized trade plants such as Daylily, Sedums, etc. is discouraged, but can be used in limited beds. Planting plans will be reviewed as part of the site plan submittal.

GRASSES

Similar to perennials, the use of native grass species is encouraged throughout the heritage development. Examples include Little Bluestem, Prairie Dropseed, and Switchgrass. Additional trade species that would be considered acceptable include Calamagrostis and Miscanthus varieties.

SEED MIXES

Seed mixes to be installed throughout the heritage development are to be site specific native prairie plantings. Wet detention basins will be seeded with an appropriate mix of flood tolerant perennials and grasses. Open areas not intended to be mown or as detention basins will be seeded with a mix of tall grass prairie and native perennials.

Recognizing that there is a wide range of plant materials available and acceptable for use in Residential and Commercial Landscaping, the inclusion of plants not specifically listed here is allowed pending review and approval of the H.R.C. Designers are specifically encouraged, whenever possible, to utilize native plants and native derived trade plants which are capable of withstanding local environmental factors without dependency on irrigation, fertilization, and special protective measures.

Lighting fixtures throughout Heritage should be similar in style, type, and performance. Roadway lights will be the dominant fixture in the beginning and will set the overall theme for the rest of the development. In order to meet the goal of a safe, secure, and pedestrian friendly environment, every effort must be made to have proper lighting levels throughout Heritage.

To help lessen the effect of urban light pollution from the development, all fixtures must be full cut off types with no light projecting towards the sky. It is recommended, but not required that fixtures utilize LED technology in order to reduce energy consumption and to prolong the lifespan of the fixture. Metal halide fixtures will also be considered, however no Sodium Vapor fixtures will be allowed under any circumstances. 'Wall pack' lights on buildings are discouraged, but may be allowed in certain circumstances if the fixture fits the architectural theme and is a full cut off style fixture.

Lighting fixtures proposed for Commercial and Residential areas must match or be substantially similar to the lights selected for NE Beaverbrooke Boulevard. While it's understood that one fixture will not be used throughout the entire development, selected fixtures must be in the same general style, color, and lighting temperature.

While every effort will be made to reduce the overall amount of lighting throughout Heritage, safety of pedestrians and vehicular traffic will be the primary factor in design.

Upon completion of all public projects, all roadway lighting and park lighting fixtures ownership will be turned over to the City of Grimes.

**HOLOPHANE - FULL CUT OFF FIXTURES**

- Utility Postop PUCL2, 70 watt, black
Use color temperature 3000K for all street fixtures, 4000K for parking lots
- Poles are 16' tall, 5" diameter, fluted 'Wadsworth' aluminum poles, black powder coated finish. Mount poles flush to ground on 6" max height concrete base or direct bury.



BEAVERBROOKE BOULEVARD & GATEWAY DRIVE LIGHTING

Significant gains have been made recently in the development and implementation of LED technology for roadway and parking lot lighting. Reduced energy consumption, lower maintenance costs, more even lighting capabilities, and reduced possibility of outages make LED fixtures a superior product for most situations. The LED assembly shown here is an 'Omega' fixture from Sternberg Lighting.

As with Architectural styles, lighting will be reviewed as part of any project submittal by the City of Grimes and the Heritage Review Committee.

Signage, like landscaping, helps set the tone and theme for any project. All signage within the Heritage at Grimes project will be subject to the City of Grimes Zoning Ordinance, Chapter 165.18 for size, setback, and height requirements. Special attention will be given during the review process to ensure all project signage meets Architectural standards for Heritage.

The use of natural elements in the construction of monument signage is strongly encouraged. Unique designs will be encouraged, but they still must generally match other signs in the area. Final review and approval will be given through the City of Grimes and the Heritage Review Committee.

Typical materials include:

Limestone: 'Iowa Buff' colored stone from Weber Stone Company, or similar

Concrete: Precast pillar caps and wall caps

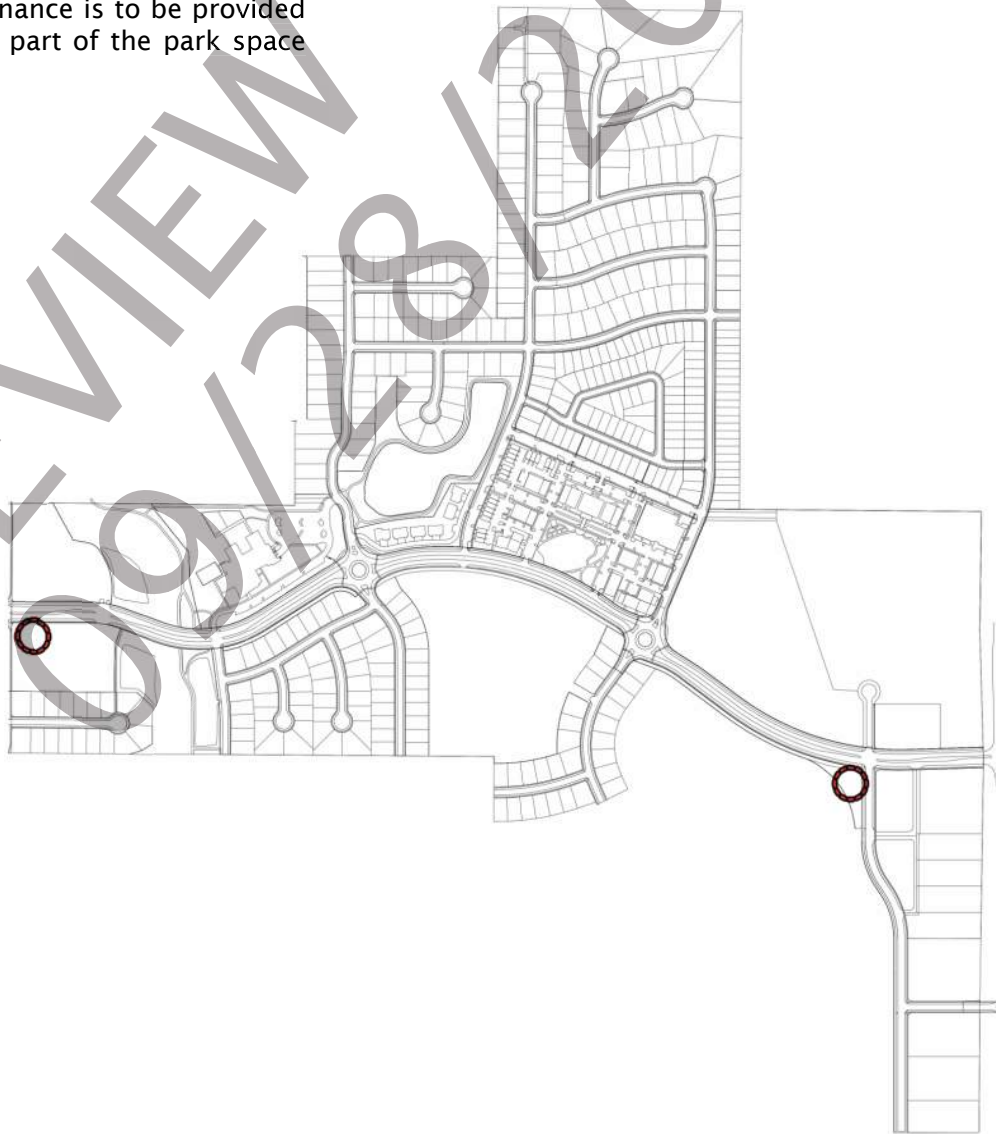
Metal Sign and/or Lettering: To best match architectural elements of related buildings

HERITAGE SIGNAGE REQUIREMENTS	
AREA A, E, G	COMMERCIAL SIGN REQUIREMENTS
AREA B, C, D, H, I, J, K	SINGLE-FAMILY SIGN REQUIREMENTS
AREA F	MULTI-FAMILY SIGN REQUIREMENTS



As the Heritage at Grimes development takes shape, it is expected to become a highly traveled entrance to the City of Grimes. A portion of land is to be set aside at the NW and SW corners of NE Beaverbrooke Boulevard and NE Gateway Drive to allow for the installation of a suitable entry monument for the project. The installation of the entry feature is anticipated to be completed in conjunction with the construction of NE Beaverbrooke Boulevard. Initial concepts for the entry feature include stone pillars, stone walls, low voltage LED lighting, and metal lettering. Landscaping around the entry features will use a similar palette of native, low-maintenance plants as the open detention areas on the southern portion of Heritage. Final design is to be completed as part of the NE Beaverbrooke Boulevard construction package. Upon completion of the entry monument, maintenance is to be provided by the City of Grimes as part of the park space throughout.

The development of a palette of materials for the entry features will help determine materials for use in other areas of Heritage. In order to further the concept of a cohesive site design throughout Heritage, similar stone, lettering techniques, and lighting will be required on other monument signs.





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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING: Second Consideration - Proposed Ordinance 743 Rezoning of Property Generally Located North of West 1st Street and West of Hwy 141 from A-1 Agricultura and R-4 Planned Unit Development to R-4 Planned Unit Development

SYNOPSIS:

The applicant is requesting approval of a rezoning to Planned Unit Development (PUD) which will allow for the construction of a mixed-use commercial and entertainment development west of HWY 141, south of Beaverbrooke Blvd and North of HWY 44. The development in total is approximately 170 acres in size (not including the recently rezoned C-2 portion, Hy-Vee property and remaining Heritage Commercial east of NE Gateway Drive.

With any PUD, it is important to determine a statement of intent, which provides for guiding principles to be used throughout the development.

The development will provide for 3 distinct areas for development; Commercial, Mixed Use, and Single Family.

As a portion of this development ground is currently located in the Heritage at Grimes PUD, the applicant and staff are recommending that those particular areas are pulled from the Heritage at Grimes PUD and new standards for development are provided for. Generally speaking, the characteristics between the two developments are intended to be similar, and certain features of the Heritage at Grimes PUD are carried through into this development (decorative site lighting, landscaping, etc).

No additional public comments have been received.

A more detailed analysis is included in the attached Staff Report.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Set Public Hearing



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

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning Commission, 10/06/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the second reading of Ordinance 743 Rezoning of Property Generally Located North of West 1st Street and West of Hwy 141 from A-1 Agricultura and R-4 Planned Unit Development to R-4 Planned Unit Development



ORDINANCE #743

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 156.95 acres legally described on Exhibit A (the "Property") from A-1 (Agriculture) and R-4 (Planned Unit Development) to R-4 (Planned Unit Development)

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-4 Zoning Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Hope K Farms, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2020 Code of Iowa, as amended.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council and approved by the City Council shall be approved.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

A PART OF OUTLOT 'X', STREET LOT 'A', AND ALL OF OUTLOT 'Y' HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT AND A PART OF OUTLOT 'Q', HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 00°10'21" EAST ALONG THE WEST LINE OF SAID OUTLOT 'Q', 681.65 FEET TO THE CENTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST CONTINUING ALONG SAID WEST LINE, 981.39 FEET TO THE SOUTHWEST CORNER OF PARCEL '2018-214', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17549, PAGE 770; THENCE NORTH 88°21'01" EAST ALONG THE SOUTH LINE OF SAID PARCEL '2018-214', A DISTANCE OF 75.32 FEET; THENCE NORTH 85°50'43" EAST CONTINUING ALONG SAID SOUTH LINE, 75.47 FEET; THENCE NORTH 82°32'38" EAST CONTINUING ALONG SAID SOUTH LINE, 75.47 FEET; THENCE NORTH 79°14'33" EAST CONTINUING ALONG SAID SOUTH LINE, 75.47 FEET; THENCE NORTH 75°56'27" EAST CONTINUING ALONG SAID SOUTH LINE, 75.47 FEET; THENCE NORTH 81°23'13" EAST CONTINUING ALONG SAID SOUTH LINE, 116.97 FEET; THENCE NORTH 86°01'56" EAST CONTINUING ALONG SAID SOUTH LINE, 60.00 FEET; THENCE NORTH 03°58'04" WEST CONTINUING ALONG SAID SOUTH LINE, 9.73 FEET; THENCE NORTH 86°01'56" EAST CONTINUING ALONG SAID SOUTH LINE, 125.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2018-214'; THENCE NORTH 03°58'04" WEST ALONG THE EAST LINE OF SAID PARCEL '2018-214', A DISTANCE OF 294.13 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EAST LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 345.00 FEET, WHOSE ARC LENGTH IS 244.23 FEET AND WHOSE CHORD BEARS NORTH 16°18'46" EAST, 239.16 FEET; THENCE NORTH 36°35'35" EAST CONTINUING ALONG SAID EAST LINE, 254.14 FEET TO THE NORTH LINE OF SAID OUTLOT 'Q'; THENCE SOUTH 69°29'40" EAST ALONG SAID NORTH LINE, 6.77 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTH LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 438.50 FEET, WHOSE ARC LENGTH IS 122.13 FEET AND WHOSE CHORD BEARS SOUTH 61°36'21" EAST, 121.74 FEET; THENCE SOUTH 53°33'24" EAST CONTINUING ALONG SAID NORTH LINE, 322.31 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1580.50 FEET, WHOSE ARC LENGTH IS 494.94 FEET AND WHOSE CHORD BEARS SOUTH 62°32'27" EAST, 492.92 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTH LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 430.00 FEET, WHOSE ARC LENGTH IS 434.49 FEET AND WHOSE CHORD BEARS SOUTH 38°30'03" EAST, 416.24 FEET; THENCE SOUTH 09°36'25" EAST CONTINUING ALONG SAID NORTH LINE, 49.24 FEET; THENCE NORTH 89°56'37" EAST CONTINUING ALONG SAID NORTH LINE, 34.52 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Q'; THENCE SOUTH 00°06'01" EAST ALONG THE EAST LINE OF SAID OUTLOT 'Q', 68.08 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EAST LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 430.00 FEET, WHOSE ARC LENGTH IS 253.84 FEET AND WHOSE CHORD BEARS SOUTH 16°59'40" EAST, 250.17 FEET; THENCE SOUTH 33°59'47" EAST CONTINUING ALONG SAID EAST LINE, 52.07 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EAST LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 420.00 FEET, WHOSE ARC LENGTH IS 248.22 FEET AND WHOSE CHORD BEARS SOUTH 16°57'10" EAST, 244.63 FEET; THENCE SOUTH 00°02'34" EAST CONTINUING ALONG SAID EAST LINE, 1035.03 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 'Q'; THENCE NORTH 89°48'41" EAST ALONG THE SOUTH LINE OF SAID HERITAGE AT GRIMES PLAT 2, A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'Y', HOPE COMMERCIAL PLAT 1; THENCE CONTINUING NORTH 89°48'41" EAST ALONG THE NORTH LINE OF SAID OUTLOT 'Y', 383.92 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Y'; THENCE SOUTH 00°21'37" WEST ALONG THE EAST LINE OF SAID OUTLOT 'Y', 1190.24 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 57°19'52" WEST ALONG THE SOUTH LINE OF SAID

OUTLOT 'Y', 791.76 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 45°00'00" WEST, 75.00 FEET TO THE EAST LINE OF SAID OUTLOT 'X', HERITAGE AT GRIMES PLAT 2; THENCE SOUTH 45°00'00" WEST ALONG SAID EAST LINE, 296.35 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 90°00'00" WEST, 35.36 FEET; THENCE NORTH 45°00'00" WEST, 81.13 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 416.81 FEET AND WHOSE CHORD BEARS NORTH 67°31'47" WEST, 406.15 FEET; THENCE SOUTH 89°56'25" WEST, 451.80 FEET; THENCE SOUTH 00°03'35" EAST, 60.00 FEET; THENCE SOUTH 16°53'02" EAST, 235.03 FEET; THENCE SOUTH 32°09'24" WEST, 283.22 FEET; THENCE SOUTH 07°43'11" EAST, 343.46 FEET; THENCE SOUTH 71°51'34" WEST, 1.28 FEET; THENCE SOUTH 83°07'18" WEST, 275.23 FEET; THENCE SOUTH 00°11'36" WEST, 256.06 FEET TO THE SOUTH LINE OF SAID OUTLOT 'X'; THENCE NORTH 89°48'24" WEST ALONG SAID SOUTH LINE, 30.55 FEET; THENCE SOUTH 68°23'31" WEST CONTINUING ALONG SAID SOUTH LINE, 30.70 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 14°45'05" WEST ALONG THE WEST LINE OF SAID OUTLOT 'X', 239.08 FEET; THENCE NORTH 14°44'29" WEST CONTINUING ALONG SAID WEST LINE, 242.48 FEET; THENCE NORTH 31°26'59" WEST CONTINUING ALONG SAID WEST LINE, 265.70 FEET; THENCE NORTH 23°05'59" WEST CONTINUING ALONG SAID WEST LINE, 120.90 FEET; THENCE NORTH 89°46'31" WEST CONTINUING ALONG SAID WEST LINE, 55.90 FEET; THENCE NORTH 00°11'45" EAST CONTINUING ALONG SAID WEST LINE, 610.94 FEET; THENCE NORTH 89°48'15" WEST CONTINUING ALONG SAID WEST LINE, 33.00 FEET; THENCE NORTH 00°11'45" EAST CONTINUING ALONG SAID WEST LINE, 449.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 156.95 ACRES (6,836,767 SQUARE FEET).

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

HOPE COMMERCIAL ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Hope Development & Realty, LLC, (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned A-1 & PUD.

WHEREAS, Property Owner desires to remove the Property from the previously approved Heritage at Grimes PUD; and

WHEREAS, the Property Owner has submitted a master plan prepared by Simonson & Associates Architects, LLC developing the Property for a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 & PUD to PUD, prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

NOW, THEREFORE, in consideration of the above premises, the rezoning of the Property and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

- 1) Heritage at Grimes. The property shall be removed from the Heritage at Grimes PUD.
- 2) Rezoning. The property shall be rezoned from A-1 & PUD to PUD.
- 3) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to PUD to allow for the development of the property for a mixed-use neighborhood. The overall intent of the neighborhood is to provide reasonable accommodations for development, while preserving the natural areas, and integrating common areas with pedestrian facilities and adjoining developments. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area

not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.

- (a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain approval from the City of a final plat, which subdivides all of the Property into lots and outlots (referred to herein individually as a “Lot” or collectively as the “Lots”).
 - (b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot.
- 4) Development Intent. Located along the west side of Highway 141 corridor and north of 1st Street, Hope Commercial will consist of, a mixed-use and commercial central core, transitioning to a sports complex to the west and an area of single family residential to the northwest. Each use area is further described as follows.
- (a) Single Family Residential. Areas designated as Single Family Residential are intended for traditional stand-alone single-family lots. No multi-family units or commercial uses of any kind will be allowed in these areas. Driveways are to be street loaded and built with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes and the HCRC.
 - (b) Commercial Central. Areas designated as Commercial are intended to have a high degree of flexibility for entertainment type uses. The Commercial Central areas should be designed with the intent of creating a walkable environment. Developments within the Commercial Central zones shall conform to standards within this document. Development within the commercial central district will follow the currently approved regulations for the Highway 141 Mixed Use Development Corridor District Zone 1– Chapter 165A. All development drawings shall be reviewed by the HCRC and City of Grimes for approval.
 - (c) Commercial East. Areas designated as Commercial East are intended to have a high degree of flexibility for hospitality uses. The Commercial East area, while flexible in its uses, shall take advantage of the high visibility along the Highway 141 Corridor, with the intent of providing sites for hospitality uses. Developments within the Commercial East zones shall conform to standards within this document. Development within the Commercial East area will follow the currently approved regulations for the Highway 141 Mixed Use Development Corridor District – Chapter 165A. All development drawings shall be reviewed by the HCRC and City of Grimes for approval.
 - (d) Commercial West. Areas designated as Commercial West are intended to serve as a regionally significant sports and recreation complex that provides space for an

indoor field house, outdoor turf fields for soccer, baseball, softball, football and other similar activities. Associated parking, shelters and storm water management will also be provided within this area. Where opportunities for shared parking exist, those should be exercised.

- (e) Mixed-Use. Areas designated as Mixed-Use are intended to be centrally located to tie and transition the adjoining Commercial areas. This area should provide for a destination for businesses and amenities that people can drive or walk to. This area is to be pedestrian friendly, where a mix of commercial and residential uses are encouraged. Residential and/or Office uses above commercial space are allowed. In a vertical mixed-use format, it is anticipated to provide one (1) floor of commercial and three to four (3 to 4) floors of residential. Horizontal mixed-use arrangements shall provide a 50/50 ratio of commercial vs. residential uses. Buildings within the Mixed-Use area shall conform to standards within this document, and be reviewed by the City of Grimes and the HCRC.
- 5) Hope Commercial Review Committee (HCRC). The establishment of the Hope Commercial Review Committee (HCRC) will ensure the long-term vision and success of the Hope Commercial PUD. It will be the responsibility of the HCRC to review and provide comment on the proposed development plans, architectural plans, and other design elements prior to City Council approval by the City of Grimes. The HCRC will have no authority to alter or make exceptions to the PUD, and will serve only as advisement on subjective matters including, but not limited to: architectural styling, materials, orientation, etc.
- (a) The HCRC will consist of professionals and interested parties to be appointed by Hope Commercial. It will consist of representatives from professions including Development, Architecture, and Civil Engineering. The HCRC will include at least one representative from Hope Commercial.
 - (b) The HCRC will provide its recommendation to the applicant for inclusion with the initial submittal to the City of Grimes.
- 6) Single Family Regulations. This area is intended to accommodate the construction of single-family dwelling units. The following regulations shall be applicable to any area identified as Single Family, as generally shown on the Master Plan.
- (a) Lot Dimensions. A minimum lot width of seventy (70) feet, and a minimum lot area of eight thousand five hundred (8,500) square feet shall be provided.
 - (b) Setbacks. The following setbacks shall apply to all units:
 - (i.) Front Yard – Thirty (30) Feet
 - (ii.) Rear Yard – Twenty-Five (25) Feet
 - (iii.) Side Yard – Seven (7) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building/fire code standards.

- (c) Minimum Dwelling Size. Single story dwellings must have a main floor finished area of not less than one thousand four hundred (1,400) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories must have an above grade finished floor area of not less than one thousand seven hundred (1,700) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.
- (d) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum). (See Buffering in Section 12 for further requirements).
- (e) Garage. A minimum two (2) car attached garage shall be provided for every single-family unit.
- (f) Building Materials. All homes shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of twenty (20%) percent of the front façade shall be clad in brick/stone or masonry. Stucco shall not be considered a similar masonry material. The single-family dwellings should be designed in a way that compliments the architecture of the dwellings within the neighborhood. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged.
- (g) Design Standards. Architecture is to reflect the theme already established with the adjacent single-family homes located within the Heritage at Grimes PUD.
- (h) Corner Lots. The lot shall be wide enough to support a twenty-five (25) foot secondary front yard, opposite the front door, while maintaining a rear yard (technical side yard) that provides adequate space for the homeowner to enjoy. Typically, this minimum width to support this shall not be less than one hundred and fifteen (115) feet.
- (i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.
- (j) Landscaping: All dwellings should provide a minimum of two (2) trees per lot, with at least one (1) tree being planted in the front yard.

7) Commercial Central Regulations. This area is intended to accommodate a range of entertainment oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant retail, banks, convenience/gas and fast food are appropriate provided that the individual sites are developed in a cohesive pattern that is integrated with the neighborhood. An overall design theme and concept plan shall be developed for the entirety of the development and presented at the time of the first site plan approval.

(a) Permitted Uses. Any permitted use within the C-2 Zoning District shall be permitted, with the exception of the following.

- (i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.
- (ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.
- (iii.) Industrial Warehouse Facilities
- (iv.) Mini Storage/Self Storage Facilities
- (v.) Used Car Lots

(b) Building Setbacks. The following setbacks shall apply to all buildings:

- (i.) Front Yard (Gateway DR)– Twenty-Five (25) Feet
- (ii.) Front Yard (NE 10th ST and Heritage DR) – Zero (0) Feet
- (iii.) Rear Yard – Twenty-Five (25) Feet
- (iv.) Side Yard (External) – Ten (10) Feet
- (v.) Side Yard (Internal) – Zero (0) Feet
- (vi.) Building Separation – Five (5) Feet

When associated with a fuel station, the pumping canopy shall require a fifty (50) foot setback from the right-of-way.

- (c) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
- (d) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. Shared parking arrangements may be acceptable for reducing the overall development requirement. Accommodations for bicycle parking should be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than 20 parking spaces shall be provided without a landscaped island.
- (e) Open Space. A minimum of twenty-five (25%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.
- (f) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees.

- (g) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way as well as the public parkland where feasible, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any private internal street.
- (h) Height. The maximum height of any building shall be five (5) stories above grade (60-feet maximum). In no case shall a building that is adjacent to a residential zone use be more than two (2) stories taller than the adjoining building(s).
- (i) Building Materials. Siding shall be primarily comprised of brick, stone or masonry (variety in colors and materials shall be required). Door and window trims shall be utilized throughout. A minimum of seventy-five (75%) percent of all façades (exclusive of doors/windows) shall contain brick, stone or masonry. All sides of the building shall be architecturally detailed in accordance with Chapter 165A Zone 1 of the Grimes Zoning Ordinance.
- (j) Facade Design. Building design shall include a variety of architectural elements, including articulation of the building face in order to break down the massing of the large building so that its scale is compatible to the adjoining residential

neighborhood. The use of articulation within the roof line and building face is required in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.

- (k) Outparcel Development. Outparcel development is acceptable, however, a common architectural, site and signage design pattern will be consistently applied to each of the individual developments.
 - (a) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance. For the purposes of establishing a Zoning District, the site shall be subject to the C-2 Sign Regulations.
 - (b) Outdoor Storage. No outdoor storage is permitted upon the site.
- 8) Commercial East Regulations. This area is intended to accommodate a range of neighborhood oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant retail, banks, convenience/gas and fast food are appropriate provided that the individual sites are developed in a cohesive pattern that is integrated with the neighborhood. An overall design theme and concept plan shall be developed for the entirety of the development and presented at the time of the first site plan approval.
- (a) Permitted Uses. Any permitted use within the C-2 Zoning District shall be permitted, with the exception of the following.
 - (i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.
 - (ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.
 - (iii.) Industrial Warehouse Facilities
 - (iv.) Mini Storage/Self Storage Facilities
 - (v.) Used Car Lots
 - (b) Building Setbacks. The following setbacks shall apply to all buildings:
 - (i.) Front Yard – Twenty-Five (25) Feet

- (ii.) Rear Yard – Twenty-Five (25) Feet
- (iii.) Side Yard – Ten (10) Feet
- (iv.) Building Separation – Twenty (20) Feet

When associated with a fuel station, the pumping canopy shall require a fifty (50) foot setback from the right-of-way.

- (c) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
- (d) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. Shared parking arrangements may be acceptable for reducing the overall development requirement. Accommodations for bicycle parking should be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than 20 parking spaces shall be provided without a landscaped island.
- (e) Open Space. A minimum of twenty-five (25%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.
- (f) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees.

- (g) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way as well as the public parkland where feasible, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any private internal street.
- (h) Height. The maximum height of any building shall be five (5) stories above grade (60-feet maximum). In no case shall a building that is adjacent to a residential zone use be more than two (2) stories taller than the adjoining building(s).

- (i) Building Materials. Siding shall be primarily comprised of brick, stone or masonry (variety in colors and materials shall be required). Door and window trims shall be utilized throughout. A minimum of seventy-five (75%) percent of all façades (exclusive of doors/windows) shall contain brick, stone or masonry. All sides of the building shall be architecturally detailed in accordance with Chapter 165A of the Grimes Zoning Ordinance.
 - (j) Facade Design. Building design shall include a variety of architectural elements, including articulation of the building face in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line and building face is required in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.
 - (k) Outparcel Development. Outparcel development is acceptable, however, a common architectural, site and signage design pattern will be consistently applied to each of the individual developments.
 - (a) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance. For the purposes of establishing a Zoning District, the site shall be subject to the C-2 Sign Regulations.
 - (b) Outdoor Storage. No outdoor storage is permitted upon the site.
- 9) Commercial West Regulations. This area is intended to provide an opportunity to locate a regional sports and recreation complex. The complex shall be designed for efficiency of space, while ensuring the areas are attractive and high quality.
- (a) Permitted Uses. Any sports or recreation use, including but not limited to those below:
 - (i.) Recreation and Sports Buildings
 - (ii.) Offices, Restaurants, cafes and similar when associated with and located within the recreation and sports buildings
 - (iii.) Outdoor Turf Fields and associated accessory structures
 - (iv.) Outdoor Concession and Vending Areas
 - (v.) Permanent Restrooms and Locker Room Buildings

- (b) Format. The layout of the sports and recreation complex should generally follow the layout and design provided in the PUD.
- (c) Turf Fields. The minimum number of turf fields should be constructed is as follows:
 - (i.) Baseball/Softball. 12 fields
 - (ii.) Soccer. 13 fields
- (d) Building Setbacks. The following setbacks shall apply to all buildings:
 - (i.) Front Yard – Zero (0) Feet
 - (ii.) Rear Yard – Twenty-Five (25) Feet
 - (iii.) Side Yard – Ten (10) Feet
 - (iv.) Building Separation – Twenty (20) Feet
- (e) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
- (f) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance, however no less than 750 parking spaces shall be provided for the site. Shared parking arrangements may be acceptable for reducing the overall development requirement. On-street parking, to the degree that it is adjacent to the development, may be used in the calculation of meeting the required off-street parking. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than fifty (50) parking spaces shall be provided without a landscaped island.
- (g) Open Space. A minimum of twenty (20%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space. Open Space shall exclude Pond and Artificial Turf fields.
- (h) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a

similar species in a single group. Required street trees and buffer trees may count towards the required open space trees.

- (i) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. Internal to the site, wayfinding signage should be provided to allow for easier navigation of the Sports Complex.
- (j) Height. The maximum height of any building shall be five (5) stories above grade, eighty (80-feet) feet.
- (k) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the buildings, so that its scale is compatible to the adjoining single-family neighborhood. A minimum of sixty (60%) percent of all façades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials. Pre-cast concrete construction shall be permitted provided additional architectural detailing such as up-lighting, decorative reveal joints and glazing where possible are included. All pre-cast shall be painted with muted and earth tone colors. All rooftop mechanical units shall be screened from view.
- (l) Building Orientation. Buildings shall be generally oriented towards the side streets rather than as a series of outparcels along the public streets. Multiple buildings shall be configured to break up the site into a series of “blocks” defined by on-site streets/driveways and pedestrian pathways. Buildings should frame the perimeter side streets or at a minimum the side street access points. Developments are to provide a main street appearance, of which buildings should frame and orient towards.
- (m) Common Spaces. Planned plazas, patios, shade structure, play areas, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design.
- (n) Fences and Walls. All fences and walls located within the site shall be designed and provided in a manner that is ornamental and decorative. Galvanized chain link fencing, wood fencing, or un-faced poured concrete walls shall be prohibited.
- (c) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of building signs, monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning

Ordinance. For the purposes of establishing a Zoning District, the site shall be subject to the C-2 Sign Regulations.

- (o) Outdoor Storage. No outdoor storage is permitted upon the site.

10) Mixed Use Regulations. This area is intended to provide an opportunity for a range of uses including both commercial and residential. The mix of uses can be developed in both vertical and/or horizontal formats. The primary design consideration is that the uses are developed in a cohesive pattern with careful consideration of the orientation of the buildings along NE Gateway Drive. An overall design theme and concept plan shall be developed for the entirety of the development and presented at the time of the first plan approval.

- (a) Permitted Uses. Townhomes, multi-family or any permitted use within the C-2 Zoning District shall be permitted, with the exception of the following.

- (i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.
- (ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.
- (iii.) Industrial Warehouse Facilities
- (iv.) Mini Storage/Self Storage Facilities
- (v.) Used Car Lots

- (b) Format. In a vertical mixed-use format, the building shall provide a minimum of one (1) floor of commercial. In a horizontal mixed-use format, the overall Mixed Use Area shall be distributed with fifty (50%) percent of the area devoted towards commercial, and the balance being devoted to residential. The overall residential density shall not exceed the maximums identified herein.

- (c) Density. The maximum blended density of residential uses shall be eighteen (18) units per acre.

- (d) Building Setbacks. The following setbacks shall apply to all buildings:

- (i.) Front Yard –(Beaverbrooke Drive) 25 (0) Feet
- (ii.) Front Yard (Heritage Dr) Zero (0) Feet
- (iii.) Rear Yard – Twenty-Five (25) Feet
- (iv.) Side Yard (External) – Ten (10) Feet

(v.) Side Yard (Internal) – Zero (0) Feet

(vi.) Building Separation – Five (5) Feet

- (e) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
- (f) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. Shared parking arrangements may be acceptable for reducing the overall development requirement. On-street parking, to the degree that it is adjacent to the development, may be used in the calculation of meeting the required off-street parking. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.
- (g) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.
- (h) Open Space. A minimum of twenty (20%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.
- (i) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees.
- (j) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.
- (k) Height. The maximum height of any building shall be five (5) stories above grade, sixty (60-feet). In no case shall a building that is adjacent to a residential zone be more than two (2) stories taller than the adjoining building(s).

- (l) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining single-family neighborhood. A minimum of seventy-five (75%) percent of all façades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials.
- (m) Building Orientation. Buildings shall be generally oriented towards the side streets rather than as a series of outparcels along the public streets. Multiple buildings shall be configured to break up the site into a series of “blocks” defined by on-site streets/driveways and pedestrian pathways. Buildings should frame the perimeter side streets or at a minimum the side street access points. Developments are to provide a main street appearance, of which buildings should frame and orient towards.
- (d) Townhomes. The following regulations shall be applicable to any townhome unit constructed within the Mixed Use area.
 - (i.) Minimum Dwelling Size. Single story townhome dwellings must have a main floor finished area of not less than one thousand (1,000) square feet. All multilevel townhomes including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories must have finished floor areas of not less than one thousand, two hundred (1,200) square feet. Basement square footage may not be counted towards minimum finished area.
 - (ii.) Height. The maximum height of any townhome building shall be three (3) stories above grade (40-Foot maximum). (See Buffering in Section 12 for further requirements)
 - (iii.) Garage. A minimum two (2) car attached garage shall be provided for every townhome unit. Access shall not be provided from a public street.
 - (iv.) Visitor Parking Spaces. One visitor parking space per five (5) dwelling units shall be provided. Adjacent on street parking, if provided, may be used to accommodate visitor parking.
 - (v.) Building Materials. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of thirty (30%) percent of the front façade shall be clad in brick/stone or masonry. Stucco shall not be considered a similar masonry material. Additionally, door and window trims shall be utilized throughout the design.
 - (vi.) Façade Design. Not more than one hundred and eighty (180) feet of continuous building façade width shall face out to the public streets. Front

facades shall be varied such that no more than two (2) out of six (6) units within a block are similar or that each block of units provides a different design or theme. Differentiation may be accomplished by modifying a minimum of two of the following elements; façade surface materials/colors, roofline, pitches or the use of dormers, location or proportion of front porches, and location or proportion or style of garage doors.

- (vii.) Front Porches. Porch/stoop design is highly encouraged for those units that face the public streets. Porch/stoop dimension should be not less than six (6) feet in width from the living space.
- (viii.) Roof Pitch. Where primary roof design is pitched, then pitch shall be a minimum of 4:12. A 4:12 roof pitch shall be allowable provided it is a full hip design. The use of dormers, cupola, and articulation is highly encouraged. Roofs shall be covered with a minimum of thirty (30) year architectural shingles. Low sloped roofs shall be allowed when incorporated into the overall character of the neighborhood.
- (e) Multi- Family. The following regulations shall be applicable to any multi-family unit constructed within the Mixed Use area.
 - (i.) Minimum Dwelling Size. The minimum finished floor area shall be five hundred (500) square feet.
 - (ii.) Height. The maximum height of any standalone multifamily building shall be four (4) stories above grade (50-Feet maximum). (See Buffering in Section 12 for further requirements)
 - (iii.) Parking. A minimum of one and one half (1.5) parking stalls per unit shall be provided. One of the stalls shall be required to be covered (underground garage, attached garage or detached garage). Parking lots and detached garage structures shall not face the public streets. Accommodations for bicycle parking should be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.
 - (iv.) Building Materials. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of forty (40%) percent of the front façade shall be clad in brick/stone or masonry. Additionally, door and window trims shall be utilized throughout the design.

- (v.) Façade Design. Not more than one hundred and eighty (180) feet of continuous building façade width shall face out to the public street. Building facades shall include a variety of architectural elements in order to bring the scale of the large building down to that of the adjoining single-family neighborhood. The use of dormers, cupola, and articulation of the roof is required in order to bring the scale of the large building down to that of the adjoining single-family neighborhoods.
- (vi.) Roof Pitch. Where primary roof design is pitched, then pitch shall be a minimum of 4:12. A 4:12 roof pitch shall be allowable provided it is a full hip design. The use of dormers, cupola, and articulation is highly encouraged. Roofs shall be covered with a minimum of thirty (30) year architectural shingles. Low sloped roofs shall be allowed when incorporated into the overall character of the neighborhood.
- (n) Common Spaces. Planned plazas, patios, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design.
- (o) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of building signs, monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance. For the purposes of establishing a Zoning District, the site shall be subject to the C-2 Sign Regulations.
- (p) Residential Requirements. The regulations outlined in Section 7 shall be applicable to any townhome or multi-family unit constructed within the Mixed-Use development area.
- (q) Outdoor Storage. No outdoor storage is permitted upon the site.

11) Buffering

- (a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the HCRC and City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading docks, mechanical equipment, etc. to be implemented.
- (b) Commercial Buffers. Landscape buffers for commercial properties and the planned sports complex areas must include a thirty (30) foot buffer when adjacent to single family residential areas.

- (c) Mixed Use Buffers. Landscape buffers for townhome areas within the mixed use zone shall include a thirty (30) foot buffer when adjacent to single family residential lots.

Landscape buffers for multi-family areas and commercial areas within mixed use zone shall include a fifty (50) foot buffer when adjacent to single family residential lots. Landscape buffers for multi-family areas within mixed use zone shall include a thirty (30) foot buffer when adjacent to townhome areas.

- (d) Buffer Landscape Quantities. Thirty (30) foot landscape buffers shall provide the following number of trees per fifty (50) feet of linear buffer: One (1) overstory tree, two (2) understory trees and two (2) evergreen trees. Fifty (50) foot landscape buffers shall provide the following number of trees per fifty (50) feet of linear: Two (2) overstory tree, two (2) understory trees and three (3) evergreen trees.
- (e) Berming and Screening. Earth berming shall be implemented whenever possible to enhance buffering and screening of otherwise negative site elements and to aid in ensuring year-round screening, but is not required. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive throughs associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.
- (f) Continuity. Buffers shall be so designed so as to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

12) Lighting

- (a) Parking Lot & Accent Lighting. The Heritage PUD has established a street light fixture theme. To maintain cohesion between these PUD developments, properties along NE Gateway shall be required to install similar light fixtures as provided in the Heritage PUD.
- (b) Public Street Lighting. Street Lighting associated with public streets shall be standard MidAmerican Energy Street Lights and black in color.
- (c) Sports Complex Lighting. The Sports Complex shall be illuminated to a nationally recognized standard for athletics.

13) Public Improvements

- (a) Public Improvements. Public Improvements include the construction of the following:
 - (i.) Property Owner agrees that certain public improvements to NE 5th Street from NE Heritage Drive to NE Gateway Drive shall be made. These improvements shall include, but are not limited to thirty-one (31) feet of PCC pavement, associated public and private utilities, streetlights and sidewalk.
 - (ii.) Property Owner agrees that certain public improvements to NE Heritage Drive from NE 5th Street to NE 13th Street shall be made. These improvements shall include, but are not limited to thirty-one (31) feet of PCC pavement, associated public and private utilities, streetlights and sidewalk.
 - (iii.) Property Owner agrees that certain public improvements to NE 10th Court from NE Heritage Drive to NE Gateway Drive shall be made. These improvements shall include, but are not limited to thirty-one (31) feet of PCC pavement, associated public and private utilities, streetlights and sidewalk.
 - (iv.) Property Owner agrees that the Sports Complex, as detailed in Section 10 shall be constructed as a required public improvement. In recognition of the construction of the public improvement, the required parkland dedication as noted in Section 15 shall be deemed satisfied.
- (b) Public Sidewalks. Five (5) foot PCC public sidewalks shall be provided on all sides of public streets.
- (c) Trails. A eight (8) foot trail shall be provided along the west side of NE Gateway Drive, along the south side of NE 5th Street, along the west side of NE Heritage Drive, and either the north or south side of NE 10th ST.
- (d) Construction/Bonds. All streets listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the paving and subgrade preparation must be submitted.

14) Parkland

- (a) Parkland Dedication. Area includes approximately ~~twenty-one and three tenths (21.3)~~ eleven and nine tenths (11.9) acres. The dedication shall occur with the platting of adjacent properties and street lots.
 - (b) Storm Water Management Facilities. Proposed parkland includes approximately four and one half (4.5) acre wet bottom pond.
 - (c) Connectivity. Per previous sections, pedestrian connections to parkland areas to be encourage where feasible.
- 15) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.
- 16) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.
- 17) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.
- 18) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
- 19) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa

governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.

- 20) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.
- 21) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

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

CITY OF GRIMES, IOWA

By: _____

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this ____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 201__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the

State of Iowa

My Commission expires _____

PROPERTY OWNER.

Hope Development and Realty, LLC

By: _____

Signature: _____

Title: _____

STATE OF IOWA)

) ss:

COUNTY OF _____)

On this ____ day of _____, 201____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the

State of Iowa

My Commission expires _____

Exhibit A

Legal Description

ALL OF OUTLOT 'X', OUTLOT 'Y' AND STREET LOT 'A', HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT.

AND

OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT, **EXCEPT** PARCEL '2018-214' OF SAID OUTLOT "Q" AS SHOWN ON THE CORRECTED PLAT OF SURVEY RECORDED IN BOOK 17549, PAGE 770.

ALL IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 177.85 ACRES MORE OR LESS.

Exhibit B
Concept Plan

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Alex Pfaltzgraff, Development Services Director
DATE: October 6, 2020
RE: Hope Commercial – Rezoning

GENERAL INFORMATION:

Applicant:

Hope Development & Realty/Simonson & Associates

Requested Action

Rezoning

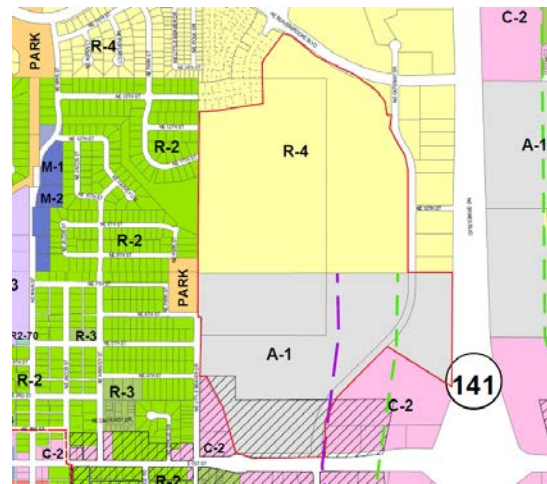
Location

Hope Commercial

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Residential/Mixed Use	Residential
North	Residential	Residential	Residential
South	Commercial	Commercial	Commercial
East	Commercial	Mixed Use	Residential
West	Residential	Residential	Residential

BACKGROUND:

The applicant is requesting approval of a rezoning to Planned Unit Development (PUD) which will allow for the construction of a mixed-use commercial and entertainment development west of HWY 141, south of Beaverbrooke Blvd and North of HWY 44. The development in total is approximately 170 acres in size (not including the recently rezoned C-2 portion, Hy-Vee property and remaining Heritage Commercial east of NE Gateway Drive.

With any PUD, it is important to determine a statement of intent, which provides for guiding principles to be used throughout the development.

The development will provide for 3 distinct areas for development; Commercial, Mixed Use, and Single Family.

As a portion of this development ground is currently located in the Heritage at Grimes PUD, the applicant and staff are recommending that those particular areas are pulled from the Heritage at Grimes PUD and new standards for development are provided for. Generally speaking, the characteristics between the two developments are intended to be similar, and certain features of the Heritage at Grimes PUD are carried through into this development (decorative site lighting, landscaping, etc).

A more detailed analysis follows below.

ANALYSIS:**Land Use:**

As noted above, the development is categorized into 4 distinct areas for development. The current land use plan (included in your packet for review and reference). The southern portion of this rezoning is identified as Commercial. Generally speaking, the proposed land use for this area is consistent with the existing future land use plan, however does not include provisions for Multi-Family Residential. As we travel further north into the development, there are proposed deviations from the current future land use plan.

As you may recall, the Heritage at Grimes PUD called for this area to be single family residential, in a conservation style of subdivision. This would be similar to the Meadowlark Development on the SE side of town that Hubbell produced. This conservation style of subdivision, which includes greenspaces between the home sites (typically planted with prairie grasses) is not commonly utilized in today's developments. The applicant has recognized that, and also feels that give the adjacency and visibility to HWY 141 affords an opportunity for a mixed-use development that can bring a number of amenities to the Grimes area. As such, the applicant is proposing a land use change that would allow for a similar mix of uses as is provided in the southern half; Commercial, Multi-Family Residential and Single Family.

The largest difference in the proposed concept is the development of a youth athletics complex. The concept plan depicts the constructed of a 13-field turf sports complex. The complex is designed to accommodate a variety of sports, including soccer, baseball, softball, football, and other similar sports. More details related to the specifics of the complex will be brought back at a later date for Site Plan Approval, but it is important to note the positive impact that this will have on the adjoining development. Due to the popularity of youth sports, there is expected to be a significant economic impact on the City of Grimes.

The four distinct areas as noted above are described below:

Single Family Residential. Areas designated as Single Family Residential are intended for traditional stand-alone single-family lots. No multi-family units or commercial uses of any kind will be allowed in these areas. Driveways are to be street loaded and built with attached garages.

Single Family Development Standards:

Minimum Lot Size: Minimum 8,500 Square Feet
Minimum Lot Width: Minimum 70 Feet
Front Yard Setback: 30 Feet
Rear Yard Setback: 25 Feet
Side Yard Setback: 7 Feet
Maximum Building Height: 35 Feet – 2 Stories
Minimum Garage Size: 2 Car Attached
Building Materials: Cementitious Siding and 20% Masonry
Landscaping: 2 Trees per Lot (one must be in front yard)
Minimum Dwelling Size: Single Story, 1,400 square feet.
Multi-Story, 1,700 square feet.

Commercial. Areas designated as Commercial are intended to have a high degree of flexibility for future use. Development within the commercial district will follow the currently approved regulations for the Highway 141 Mixed Use Development Corridor District – Chapter 165A. Within the Commercial Standards, there are three different areas for development; Central, East and West.

Commercial Central Development Standards

Use Restrictions: All Uses in C-2, with the following exceptions:

No Heavy Automotive Repair
Domesticated Animal Boarding/Kennels – Outdoor Hours Restricted
No Industrial Warehouse Facilities
No Mini-Storage/Self Storage
No Used Car Lots

Front Yard Setback – Gateway Dr: 25 Feet
Front Yard Setback – NW 10th/Heritage: 0 Feet
Rear Yard Setback: 25 Feet
Side Yard Setback Internal: 0 Feet
Side Yard Setback Internal: 10 Feet
Building Separation: 5 Feet
Parking Setback: 10-Feet along Public Streets, 5-Feet Internal
Maximum Height: 60 Feet - 5 Stories
Building Materials: 75% Masonry, Follow HWY 141 Zone 1 Standards
Landscaping: 1 Tree per 1,000 square feet of req. open space and street trees
Open Space: 25%

Commercial East Development Standards

Use Restrictions: All Uses in C-2, with the following exceptions:

No Heavy Automotive Repair
Domesticated Animal Boarding/Kennels – Outdoor Hours Restricted
No Industrial Warehouse Facilities
No Mini-Storage/Self Storage
No Used Car Lots

Front Yard Setback: 25 Feet
Rear Yard Setback: 25 Feet
Side Yard Setback: 10 Feet
Building Separation: 10 Feet
Parking Setback: 10-Feet along Public Streets, 5-Feet Internal
Maximum Height: 60 Feet - 5 Stories
Building Materials: 75% Masonry, Follow HWY 141 Zone 1 Standards
Landscaping: 1 Tree per 1,000 square feet of req. open space and street trees
Open Space: 25%

Commercial West Development Standards (Sports Complex)

Use Restrictions: All Uses in C-2, with the following exceptions:

- Recreation and Sports Buildings
- Offices, Restaurants, cafes and similar when associated with and located within the recreation and sports buildings
- Outdoor Turf Fields and associated accessory structures
- Outdoor Concession and Vending Areas
- Permanent Restrooms and Locker Room Buildings

Front Yard Setback: 0 Feet

Rear Yard Setback: 25 Feet

Side Yard Setback: 10 Feet

Building Separation: 20 Feet

Parking Setback: 10-Feet along Public Streets, 5-Feet Internal

Maximum Height: 60 Feet - 5 Stories

Building Materials: 75% Masonry, Follow HWY 141 Zone 1 Standards

Landscaping: 1 Tree per 1,000 square feet of req. open space and street trees

Open Space: 30%

Mixed-Use. Areas designated as Mixed-Use are intended to be centrally located to tie and transition the adjoining Commercial areas. This area should provide for a destination for businesses and amenities that people can drive or walk to. This area is to be pedestrian friendly, where a mix of commercial and residential uses are encouraged. Residential and/or Office uses above commercial space are allowed. In a vertical mixed-use format it is anticipated to provide one (1) floor of commercial and three to four (3 to 4) floors of residential, and a 50/50 ratio of commercial vs. residential in a horizontal mixed-use arrangement. Buildings within the Mixed-Use area shall conform to standards within this document, and be reviewed by the City of Grimes and the HCRC. Standalone commercial and residential products are permitted provided, they are designed and integrated as a single site.

Mixed Use Development Standards

Use Restrictions: All Uses in C-2, with the following exceptions:

- No Heavy Automotive Repair
- Domesticated Animal Boarding/Kennels – Outdoor Hours Restricted
- No Industrial Warehouse Facilities
- No Mini-Storage/Self Storage
- No Used Car Lots

Maximum Density: 18 Units per Acre Blended, ie: overall density cannot exceed 18/acre

Format: Ratio of Commercial to Residential Varies based upon vertical/horizontal

Vertical: 1st Floor Commercial, 2nd-5th Floors Residential

Horizontal: 50% Land Residential: 50% Land Commercial

Front Yard Setback: 25 Feet
Rear Yard Setback: 25 Feet
Side Yard Setback: 10 Feet
Building Separation: 20 Feet
Parking Setback: 10-Feet along Public Streets, 5-Feet Internal
Maximum Height: 60 Feet - 5 Stories
Building Materials: 75% Masonry
Landscaping: 1 Tree per 1,000 square feet of req. open space and street trees
Open Space: 20%

Mixed Use Development Standards – Townhomes

Maximum Building Height: 40 Feet – 3 stories
Minimum Garage Size: 2 Car Attached
Building Materials: Cementitious Siding and 30% Masonry
Minimum Dwelling Size: Single Story, 1,000 square feet.
Multi-Story, 1,200 square feet.

Mixed Use Development Standards – Multi-Family

Maximum Building Height: 50 Feet – 4 stories
Parking: 1.5 spaces per unit, with 1 unit being covered (attached, detached or underground garage)
Building Materials: Cementitious Siding and 40% Masonry
Minimum Dwelling Size: 500 Square Unit

Buffering: Buffers are required throughout the development, specifically when certain uses adjoin one another, and when certain building heights are proposed.

Commercial Buffers: When commercial properties abut single family, a 30-foot landscaped buffer is required.

Mixed Use Buffers: When townhome properties abut single family, a 30-foot landscape buffer is required. When multi-family areas abut single family, a 50-foot landscape buffer is required. When multi-family areas abut townhomes, a 30-foot landscape buffer is required.

Buffer Quantities: 30 Foot Buffers: 1 over story tree, 2 evergreens and 2 ornamentals per 50 feet of buffer
50 Foot Buffers: 2 over story trees, 3 evergreens and 2 ornamentals per 50 feet of buffer

Berming: Berming shall be provided wherever possible in order to provide additional screening.

Lighting: As noted above, the Heritage PUD established certain standards for decorative parking lot lighting. This requirement has been carried through for those properties that abut NE Gateway Drive. This will provide for continuity between the two developments. All other public street lights shall be black clad poles provided by Mid-American.

Public Improvements: Certain public improvements are required within the development:

Construction of NE 5th Street

Construction of NE Heritage Drive

Construction of NE 10th Court

Public Sidewalk along all public streets

Trail along NE Gateway, NE 5th Street, NE Heritage Dr NE 10th Court

Construction of the Youth Sports Complex

Parkland Dedication: The PUD identifies the construction of the youth sports complex will satisfy the Parkland Dedication.

STAFF RECOMMENDATION:

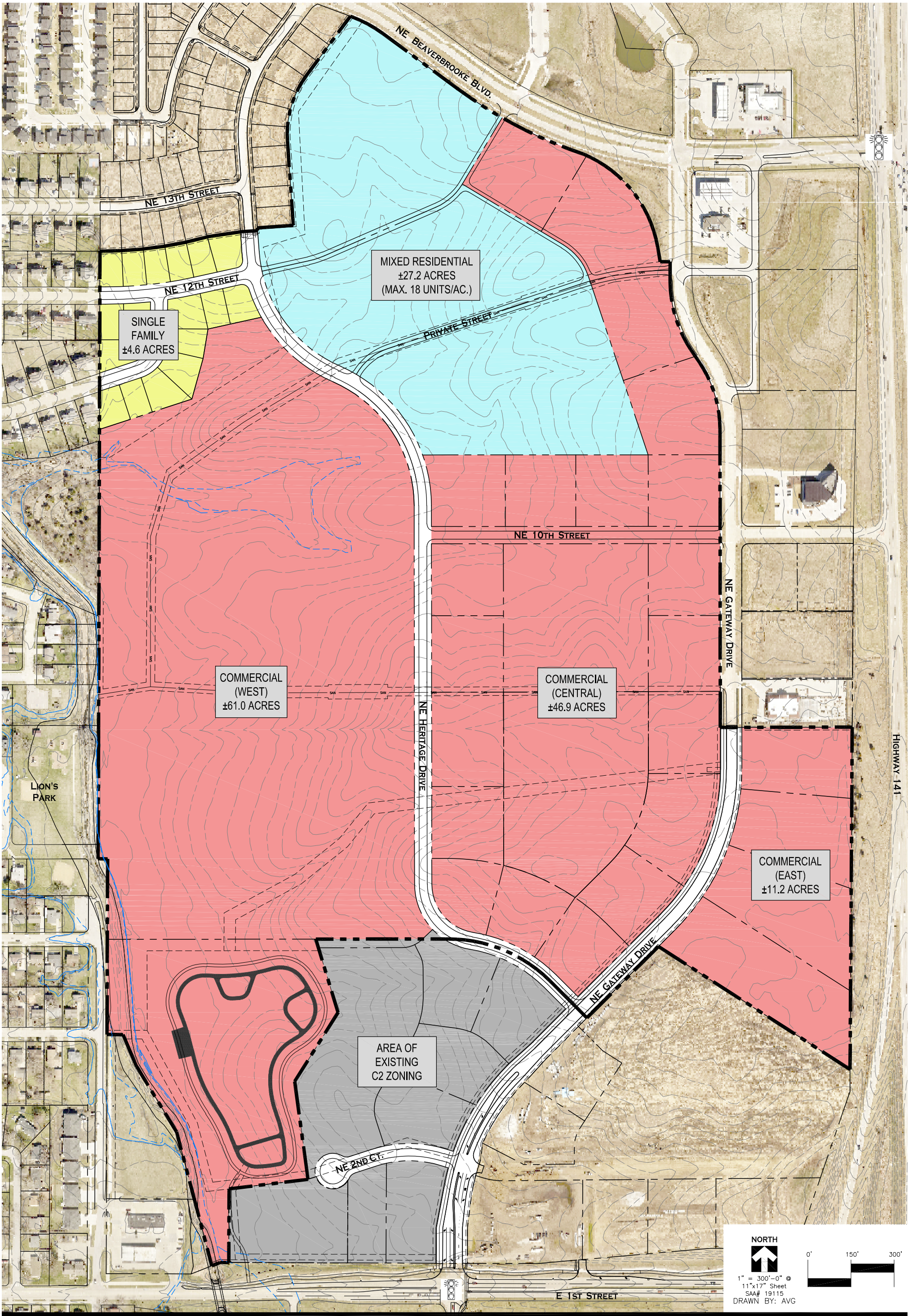
Based upon the analysis completed, staff is supportive of the change in land use and change in zoning. Staff would recommend approval of the rezoning to PUD.

CITY OF GRIMES

A handwritten signature in black ink, appearing to read "Alex Pfaltzgraff".

Alex Pfaltzgraff

Development Services Director



RESOLUTION TO ENTER INTO SPORTS COMPLEX MANAGEMENT AGREEMENT

Grimes Resolution No.10-2020

WHEREAS, the City of Grimes (Grimes) is entering into a Development Agreement with Hope Development & Realty, LLC, an Iowa limited liability company (Developer) which will result in the construction of a new outdoor Sports Complex; and,

WHEREAS, the Sports Complex is anticipated to be highly utilized as a venue for regional and local tournaments that should have a positive economic impact on Grimes and its businesses and citizens;

WHEREAS, Grimes will eventually own the Sports Complex as a city park to be enjoyed by its citizens, and has an interest in the Sports Complex in both the short term and long term; and,

WHEREAS, it is in the best interest of Grimes to oversee the management of Sports Complex pursuant to the attached Sports Complex Management Agreement (Exhibit A);

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Grimes City Council that Grimes enter into the attached Sports Complex Management Agreement with the Developer, and that the Mayor is authorized to execute the attached Sports Complex Management Agreement on behalf of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 26th day of October, 2020, and approved by the Mayor on the 26th day of October, 2020.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

SPORTS COMPLEX MANAGEMENT AGREEMENT

This Sports Complex Management Agreement (“Agreement”) is entered into between the City of Grimes, Iowa, a political subdivision organized under the laws of the State of Iowa, (the “City”) and Hope Development & Realty, LLC, an Iowa limited liability company (the “Developer”) as of the _____ day of _____, 2020 (the “Date of this Agreement”).

I. SCOPE OF AGREEMENT – Developer plans to develop a sports complex pursuant to that certain Development Agreement by and between City and Developer dated _____, 2020 to be located in Grimes, Iowa (“Sports Complex”). This Agreement outlines the use, operation, revenue sharing, management and maintenance of the Sports Complex.

II. CONSIDERATION – City and Developer have both supplied and will supply valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for this Agreement as set forth in the Development Agreement and the terms of this Agreement.

III. MAINTENANCE – Upon completion of construction of the Sports Complex and acceptance of such completed construction by the City, the City shall be responsible for the coordination and all associated costs of maintenance of the Sports Complex, including, but not limited to, snow removal, mowing, electrical and lighting, cleaning and garbage removal, janitorial work, storm water control and removal, repair and replacement of the fields, parking lot, sidewalks and trails, fences and bleachers, buildings, lighting and any other constructed improvement within and connected to the Sports Complex that is not covered by the Maintenance Bond requirement in Section VI.

IV. MANAGEMENT – City shall be responsible for all aspects of management of the Sports Complex and all costs associated therewith. Management shall include either direct management of the Sports Complex by City personnel and/or contracting with a third party management company to contract with the City directly for the management of the Sports Complex. In the event that City enters into an agreement with a third party management company to manage the Sports Complex, City shall remain liable to Developer per the terms of this Agreement. The City shall be responsible for providing concessions to the Sports Complex and shall have the right to manage the master calendar for the Sports Complex. The City acknowledges that the Developer will enter into separate lease agreements for the use of the Sports Complex and the Developer shall require tenants under said lease agreements to coordinate with the City’s Parks and Recreation Department or the City’s management designee to develop a tournament schedule to maximize the Sports Complex’s utilization. As a part of this management responsibility, the City shall also be responsible for the payment and/or coordination of payment of any and all property taxes, any income or sales taxes that may be owed by the City for income from concessions or sponsorships, and utility expenses for the Sports Complex, and the obtaining and/or payment of any property and liability insurance for the protection of the parties to this Agreement related to the utilization of the Sports Complex.

V. REVENUE SHARING AND EXPENSE REIMBURSEMENT – The Developer will enter into separate lease agreements for the use of the Sports Complex and the Developer shall be entitled to rent payments pursuant to the terms of those separate lease agreements. Any

additional revenue or payments generated beyond these lease rent payments shall be the property of the City, which will be more particularly described in the Sports Complex lease agreements, including all concession sales, half of any promotions and/or advertising income, and reimbursement payments from the tenants for their proportionate share of Sports Complex maintenance and utility expenses.

VI. MAINTENANCE BOND – At the time the City accepts the completed Sports Complex, Developer shall present to the City a five (5) year maintenance bond to cover the maintenance costs of any Sports Complex construction requiring repair or replacement, as mutually determined by City and Developer.

VII. INDEMNIFICATION – City and Developer agree to abide by Section 7, “Indemnification,” of the Development Agreement with regard to this Agreement, and Section 7 of the Development Agreement is incorporated by reference herein.

VIII. ASSIGNMENT – City or Developer may assign this Agreement to a third party with the written consent of the other party, which consent shall not be unreasonably withheld.

IX. DURATION – This Agreement shall remain in effect for a period of ten (10) years after the date of completion of construction of the Sports Complex and acceptance of such completed construction by the City, and the parties hereto shall memorialize this date in a separate addendum to this Agreement. Ten (10) years after the date of this completion and acceptance of construction of the Sports Complex, this Agreement shall terminate, the Developer and/or the Developer’s successor or designee shall convey ownership of the Sports Complex to the City, and all future ownership, use, and benefit from the Sports Complex shall be transferred to the City, and the Developer will have no further interest in the Sports Complex or any Sports Complex lease agreements. Any revenue owed to the Developer from the lease agreements through the date the Sports Complex is conveyed to the City shall be paid to the Developer, and revenues generated after the date of said conveyance shall be the sole property of the City.

X. DATE OF THIS AGREEMENT – The Date of this Agreement shall be the date appearing in the first paragraph of the Agreement.

XI. AMENDMENTS – This Agreement may only be amended by written amendments signed by both parties.

The provisions set forth above contain all of the terms of this Agreement, and the undersigned confirm that they have read the provisions, have had a chance to consult with their legal counsel, understand the provisions, and have the authority to execute this Agreement on behalf of their respective party.

CITY OF GRIMES, IOWA

HOPE DEVELOPMENT & REALTY, LLC

By: _____
Mayor

By: _____
Reza Kargarzadeh

Attest: _____

Title: Manager

City Clerk

APPROVE DEVELOPMENT AGREEMENT
AND TAX INCREMENT PAYMENTS

(Hope K Farms LLC)

419952-77

Grimes, Iowa

October 27, 2020

A meeting of the City Council of the City of Grimes, Iowa, was held at 5:30 o'clock p.m., on October 27, 2020, at the Grimes City Hall, via Zoom, Grimes, Iowa, pursuant to the rules of the City Council.

The meeting could alternatively be accessed electronically via Zoom, which was accessible at the following:

<https://zoom.us/j/92077734062>

Pass Code 222091

The City Council offered attendance to 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: Altringer, Johansen, Gisch, Burger, Borcharding

Absent: _____.

This being the time and place for taking action to approve a certain development agreement and tax increment payments, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION 10-0620

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

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

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

WHEREAS, a certain development agreement (the “Agreement”) between the City and Hope K Farms LLC (the “Developer”) has been prepared in connection with the development of a sports complex and the corresponding installation of public infrastructure improvements by the Developer in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide a series of annual appropriation tax increment payments (the “Phase I Payments”) and a supplemental series of annual appropriation tax increment payments (the “Supplemental Payments” and, together with the Phase I Payments, the “Payments”) to the Developer in an aggregate, total amount not exceeding \$25,000,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on October 13, 2020, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

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

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

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments to the Developer thereunder.

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

Section 4. The Payments made by the City to the Developer under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement.

As provided and required by Chapter 403 of the Code of Iowa, the Supplemental Payments shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property in the Urban Renewal Area.

As provided and required by Chapter 403 of the Code of Iowa, the Phase I Payments shall be payable solely from a subfund (the "Hope K Farms Sports Complex Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

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.

Section 5. The City hereby pledges to the payment of the Supplemental Payments the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such fund, provided, however, that no Supplemental Payment

will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the City Council.

Section 6. The City hereby pledges to the payment of the Phase I Payments the Hope K Farms Sports Complex Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Phase I Payment will be made under the Agreement unless and until monies from the Hope K Farms Sports Complex Subfund are appropriated for such purpose by the City Council.

Section 7. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the Urban Renewal Tax Revenue Fund and the Hope K Farms Sports Complex Subfund and the portion of taxes to be paid into such Fund and Subfund, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 8. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved October 27, 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, Clerk of the City of Grimes, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk Rochelle Williams



October 23, 2020

VIA EMAIL

Jake Anderson
City Administrator/City Hall
Grimes, IA

Re: Hope K Farms LLC Development Agreement
File No. 419952-77

Dear Jake:

Attached please find the proceedings providing for the adoption of a resolution approving the Development Agreement with Hope K Farms LLC and pledging certain incremental property tax revenues to make the payments under the Agreement.

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

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Rochelle Williams
Tom Henderson

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Grimes, Iowa (the “City”) and Hope Development & Realty 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 owns certain real property (the “Development Property”) the legal description of which is set forth on Exhibit A hereto; and

WHEREAS, the Developer has proposed to undertake the development of a sports complex (the “Sports Complex Project”) on a portion of the Development Property and the corresponding installation of public infrastructure improvements (the “Infrastructure Project”) thereon; and

WHEREAS, the Sports Complex Project will include the construction of a turf field complex (the “Phase I Project”); and

WHEREAS, the Developer intends to enter into a long-term rental agreement with a regional soccer club and regional baseball club, respectively, for the use of the Sports Complex; and

WHEREAS, the Developer and the City intend to negotiate a Sports Complex Management Agreement (the “Management Agreement”) with the City which will address the use, operations, revenue sharing, management and maintenance of the Sports Complex; and

WHEREAS, the Phase I Project and the Infrastructure Project are described in detail in the PUD which is attached hereto as Exhibit B; and City shall provide financial assistance in the form of incremental property tax payments to be used by the Developer in defraying certain costs associated with the Phase I Project and the Infrastructure Project, as hereinafter set forth; and

WHEREAS, the base valuation of the Development Property for purposes of calculating the Sports Complex Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa is \$141,300 (the “Base Valuation”); and

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Representations, Warranties and Covenants.

1. 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 Agreement and to perform its obligations hereunder.
- b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of, or compliance with, the terms and conditions of this 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, as hereinafter defined, to be provided hereunder are not necessary for or related to any residential improvements as set forth in the PUD, and the Developer has the financial ability undertake any residential development set forth in the PUD without financial assistance from the City.

2. Phase I Project.

- a) Design Team. The Developer agrees to form a design team (the "Sports Complex Design Team"), comprised of representation of both the Developer and City. The Sports Complex Design Team shall be charged with making mutual decisions related to the overall design (the Phase I Project Design") and functionality of the Phase I Project. Notwithstanding the foregoing, the Developer shall have the final decision-making authority regarding costs associated with the overall design and functionality of the Phase I Project.
- b) Specifications. The Developer agrees to cause the construction of the Phase I Project as detailed on the Field Layout Map attached hereto as Exhibit C and in accordance with the Phase I Project Design and the PUD attached hereto as Exhibit B.
- c) Commencement. Subject to Unavoidable Delays, as hereinafter defined, the Developer agrees to begin construction of the Phase I Project within approximately sixty (60) days of the date on which the City issues a building permit for the Phase I Project, unless the City and the Developer agree in writing to an alternate date.

For purposes of this Agreement, Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the

party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, government declared pandemics, or the acts of any federal, State, or local governmental unit (other than acts of the City, with respect to a City-claimed delay). Unavoidable Delays shall exclude occurrences known on the date of this Agreement.

- d) Completion. Subject to Unavoidable Delays, the Developer agrees to substantially complete construction of the Phase I Field Complex Project by on or about November 1, 2021.

The Developer agrees for itself, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns shall, in good faith, construct the Phase I Project in accordance with this Agreement and, during such construction, designated representatives of the City shall be allowed to enter upon the Development Property to inspect any and all construction.

- e) Dedication/Donation. Subject to Unavoidable Delays and assuming the Developer has received the Payments, as hereinafter defined, that have become due and owing hereunder, the Developer hereby agrees by on or about November 1, 2031 to dedicate/donate the Phase I Project to the City. The Developer will transfer fee simple title to the Phase I Project to the City by warranty deed at no cost to the City. The Developer hereby agrees to execute such real estate agreements, deeds and related documents as may be reasonably necessary to convey the Phase I Project to the City.

Prior to the dedication of the Phase I Project to the City, the City shall have the right to use the Phase I Project as outlined in the Management Agreement, attached hereto as Exhibit D. Beginning in calendar year 2026, at a minimum, the Developer shall allow the City to use fields nine through eleven depicted on the Field Layout Exhibit attached hereto as Exhibit C on weeknights for at least three hours per weeknight at no additional cost to the City.

3. Infrastructure Project.

- a) Design Team. The Developer agrees to form a design team (the “Infrastructure Project Design Team”), comprised of representation of both the Developer and City. The Infrastructure Project Design Team shall be charged with making mutual decisions related to the overall design (the “Infrastructure Project Design”) and functionality of the Infrastructure Project. Notwithstanding the foregoing, the Developer shall have the final decision-making authority regarding costs associated with the overall design and functionality of the Infrastructure Project.

- b) Specifications. The Developer agrees to cause the construction of the Infrastructure Project in accordance with the Infrastructure Project Design and the PUD set forth on Exhibit B hereto. Prior to constructing the Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.
- c) Commencement. Subject to Unavoidable Delays, the Developer agrees to begin construction of the Infrastructure Project by on or about October 31, 2020, unless the City and the Developer agree in writing to an alternate date.
- d) Completion. Subject to Unavoidable Delays, the Developer agrees to substantially complete construction of the Infrastructure Project by on or about November 1, 2021. The Developer agrees for itself, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns shall, in good faith, construct the Infrastructure Project in accordance with this Agreement and, during such construction, designated representatives of the City shall be allowed to enter upon the Development Property to inspect any and all construction.
- e) Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developer in writing that such completed improvements have been constructed in accordance with the City's applicable ordinances or regulations; and (iii) the City accepts such Infrastructure Project in accordance with state law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the City at the City's sole cost and expense.

The City shall retain all rights to inspect the completed Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Infrastructure Project is not completed in accordance with the City's applicable ordinances or regulations.

- 4. **Property Taxes.** While the Developer retains ownership of the Development Property, in whole or in part, by owning any of the various parcels comprising it, the Developer agrees to cause timely payment of all property taxes as they come due with respect to such owned Development Property, or any component parts thereof, throughout the Term, as hereinafter defined.
- 5. **Estimate of Sports Complex Incremental Property Tax Revenues.** The Developer agrees to certify (the "Triggering Certification") to the City of its intent

for the Payments, as hereinafter defined, to commence. The Triggering Certification shall be made by no later than October 15, 2022. Furthermore, the Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15 of the year in which the Triggering Certification is made, an amount (the “Developer’s Estimate”) equal to the estimated Phase I Sports Complex Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Development Property factored by eighty percent (80%) (the “Annual Percentage”). In determining such Developer’s Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit E. The City reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Phase I Sports Complex Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Development Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Development Property resulting from the Phase I Project, as shown on the property tax rolls of Polk County, above and beyond that of the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Development Property.

Upon request, the City staff shall provide reasonable assistance to the Developer in formulating the annual estimates required under this Section A.5 and in completing the annual worksheets.

6. **Sports Complex Management Agreement.** The Developer agrees that it will in good faith negotiate and enter into the Management Agreement with the City which Management Agreement will address the use, operations, revenue sharing, management and maintenance of the Sports Complex. At a minimum the Management Agreement will outline general maintenance and improvement responsibilities, City’s right of access during Developer ownership, operational responsibilities and revenue sharing rights.

At such time that the Management Agreement is executed, it shall be inserted as Exhibit D of this Agreement. The Developer agrees to comply with the Management Agreement during the Term, as hereinafter defined, of this Agreement.

7. **Indemnification.** The Developer and the City agree to indemnify, defend and hold harmless each other and their respective 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 *design* of the Phase I Project, the Infrastructure Project, and/or Sports Complex Project which is attributable to the alleged negligence, action, or inaction of either party, or their respective officers, employees, contractors, subcontractors, engineers, architects, or agents.
- b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the *construction* of the Phase I Project, the Infrastructure Project, and/or Sports Complex Project which is attributable to the alleged negligence, action, or inaction of the Developer, or its respective officers, employees, contractors, subcontractors, engineers, architects, or agents.; and
- c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the *joint interest or tenancy* of the Development Property and completed Sports Complex Project which is attributable to the alleged negligence, action, or inaction of either party, or their respective officers, employees, contractors, subcontractors, engineers, architects, or agents, during such time as the Development Property and Sports Complex Project is owned by the developer, and managed and maintained by the City.
- d) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the *ownership and operation* of the Development Property and completed Sports Complex Project which is attributable to the alleged negligence, action, or inaction of the City, or its respective officers, employees, contractors, subcontractors, engineers, architects, or agents after ownership to the Development Property and Sports Complex is transferred by the Developer to the City.

8. Default Provisions.

- a) Events of Default Defined. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:
 - (i) Failure by the Developer to commence and complete construction of the Phase I Project and/or the Infrastructure Project pursuant to the terms and conditions of this Agreement. Failure to complete the Phase I Project and/or the Infrastructure Project by the estimated completion dates due to Unavoidable Delays shall not constitute an Event of Default of this Agreement.

- (ii) Failure by the Developer to enter into and comply with the Management Agreement.
 - (iii) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.
- b) Remedies on Default. Whenever any Event of Default described in this 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, provided, however, that if the nature of the Developer's default is such that more than thirty (30) days is reasonably necessary for its cure, then the Developer shall not be deemed to be in default if the Developer commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, so long as the default is cured within sixty (60) days after said written notice. 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 Agreement.
 - (ii) Withhold Payments provided for under Sections B.2 and B.4 below.

B. City's Representations, Warranties and Obligations.

- 1. **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 Agreement and to carry out its obligations hereunder.
 - b) The Sports Complex Project and the Infrastructure Project have 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 have 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 Agreement in accordance with the provisions of Chapter 403 of the Code of Iowa.

2. **Phase I Payments.** In recognition of the Developer's obligations set out above to complete the Phase I Project, the City agrees to make a series of semiannual economic development tax increment payments (the "Phase I 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. All Phase I Payments under this Agreement shall be subject to annual appropriation by the City Council.

The Phase I Payments will be made on December 1 and June 1 of each fiscal year of the City, following an affirmative appropriation decision as provided for under Section B.3 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Developer files the Triggering Certification with the City, and continuing for a total of fifteen (15) fiscal years (thirty (30) semi-annual payments) (the "Phase I Payments Installment Period"), provided, however, that no Phase I Payments shall be made after the date the earlier of which is (i) June 1, 2043; or (ii) such earlier date upon which total Payments, as hereinafter defined, equal to the Maximum Payment Total, as hereinafter defined, have been made.

Each Phase I Payment shall be in an amount equal to the Annual Percentage of Sports Complex Incremental Property Tax Revenues attributable to the Development Property, resulting from the Phase I Project and received from the Polk County Treasurer in the six months preceding the respective Phase I Payment due date.

For example, assuming that the Triggering Certification will occur on or before October 15, 2022 and that the City Council makes the necessary affirmative appropriation decisions as provided for in Section B.3 below, then the Phase I Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2023, and continuing through and including June 1, 2038 or until such earlier date upon which the total sum of Payments, as hereinafter defined, equal to the Maximum Payment Total, as hereinafter defined, have been made.

3. **Phase I Payments Security and Annual Appropriation.** The Phase I Payments shall not constitute general obligations of the City, but shall be made solely and only from Phase I Sports Complex Incremental Property Tax Revenues received by the City from the Polk County Treasurer which are attributable to the Development Property.

The Phase I Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, commencing in the calendar year in which the Developer files the Triggering Certification with the City, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Phase I Payments due in the following fiscal year, an amount of Phase I Sports Complex Incremental Property Tax Revenues to be collected in the following fiscal year

equal to or less than the most recently submitted Developer's Estimate (the "Phase I Appropriated Amount").

In any given fiscal year, if the City Council determines to not obligate the then-considered Phase I Appropriated Amount, then the City will be under no obligation to fund the Phase I Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Phase I Payments or to seek damages relative thereto or to compel the funding of such Phase I Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Phase I Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.5 above, and may include with such estimate a resubmission of the Developer's Estimate for any Phase I Payments which were declined for appropriation. In such instance, the City Council may choose to appropriate funds relative to the resubmission and thereby provide for supplemental Phase I Payments in the next succeeding fiscal year, provided however that no Phase I Payment shall be made after the expiration of the Term, as hereinafter defined.

4. **Supplemental Payments.** In recognition of the Developer's obligations set out above to complete the Phase I Project, the City agrees to make a series of semiannual economic development tax increment payments (the "Supplemental Payments," and together with the Phase I 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. All Supplemental Payments under this Agreement shall be subject to annual appropriation by the City Council.

The Supplemental Payments will be made on December 1 and June 1 of each fiscal year of the City, following an affirmative appropriation decision as provided for under Section B.5 below, beginning on December 1, 2021, and continuing for a total of fifteen (15) fiscal years (thirty (30) semi-annual payments), provided, however, that no Supplemental Payments shall be made after the date the earlier of which is (i) June 1, 2043; or (ii) such earlier date upon which total Payments equal to the Maximum Payment Total, as hereinafter defined, have been made.

The aggregate amount (the "Maximum Annual Supplemental Payments Amount") of Supplemental Payments to be made to the Developer in any given fiscal year shall not exceed \$387,000.

The Supplemental Payments shall be made solely and only from unencumbered Incremental Property Tax Revenues (the "Unencumbered Incremental Property Tax Revenues"), as hereinafter defined, received by the City from the Polk County Treasurer which are attributable to the Urban Renewal Area. For purposes of this Agreement, Unencumbered Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county,

school, etc.) then in effect with respect to taxation of property in the Urban Renewal Area; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levy and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of property in the Urban Renewal Area, as shown on the property tax rolls of Polk County, above and beyond the base valuation of the property in the Urban Renewal Area; and (4) deducting any property tax credits which shall be available with respect to property in the Urban Renewal Area.

5. **Supplemental Payments Security and Annual Appropriation.** The Supplemental Payments shall not constitute general obligations of the City, but shall be made solely and only from Unencumbered Incremental Property Tax Revenues received by the City from the Polk County Treasurer which are attributable to the Urban Renewal Area. The Supplemental Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, commencing in calendar year 2021, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Supplemental Payments due in the following fiscal year, an amount of Unencumbered Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the applicable Maximum Annual Supplemental Payments Amount (the “Supplemental Appropriated Amount”).

In any given fiscal year, if the City Council determines to not obligate the then-considered Supplemental Appropriated Amount, then the City will be under no obligation to fund the Supplemental Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Supplemental Payments or to seek damages relative thereto or to compel the funding of such Supplemental Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Supplemental Payments shall not render this Agreement null and void. In any given fiscal year during the Term, as hereinafter defined, if Supplemental Payments are declined for appropriation, the City Council will, at the Developer’s request, in the next succeeding fiscal year consider appropriating funds relative to such declined Supplemental Payments and thereby provide for the funding of such declined Supplemental Payments in following fiscal year, provided however that no Supplemental Payments shall be made after the expiration of the Term, as hereinafter defined.

6. **Maximum Payment Total.** The aggregate total amount of the Payments (the “Maximum Payment Total”), including the Phase I Payments and the Supplemental Payments, shall not exceed Twenty-Five Million Dollars (\$25,000,000).

7. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate some or all of the then-considered Phase I Appropriated Amount and/or the Supplemental Appropriated Amount, as set forth in Sections B.3 and B.5 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Phase I Appropriated Amount plus an amount equal to the most recently obligated Supplemental Appropriated Amount.
8. **Acquisition of Property.** The City agrees to take title to the Phase I Project as set forth in Section A.2.e above. This real estate transaction shall be more specifically documented under separate real estate purchase agreements, deeds and such other documentation as shall be deemed necessary by the parties.
9. **Costs Certifications Not Required.** The City hereby agrees that the Developer will not be required to make certifications to the City demonstrating the costs incurred by the Developer in constructing the Phase I Project or the Infrastructure Project.
10. **Sports Complex Management Agreement.** The City agrees that it will in good faith negotiate and enter into the Management Agreement with the Developer which Management Agreement will address the use, operations, revenue sharing, management and maintenance of the Sports Complex. At a minimum the Management Agreement will outline general maintenance and improvement responsibilities, City's right of access during Developer ownership, operational responsibilities and revenue sharing rights.

The City agrees to comply with the Management Agreement during the Term, as hereinafter defined, of this Agreement.

C. Administrative Provisions

1. **Amendment and Assignment.** This Agreement may not be amended or assigned by either party without the written consent of the other party, which consent will not be unreasonably withheld. 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.
2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the earlier of (i) the date on which the City has made Payments to the Developer in a total amount equal to Maximum Payment Total; or (ii) June 1, 2043.

4. **Choice of Law.** This 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.
5. **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 Phase I Project or the Infrastructure Project, or for carrying out the expressed intention of this Agreement.
6. **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the 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 Hope Development & Realty, LLC, Attn: Reza Kargarzadeh, 4500 Westown Parkway, Suite 277, West Des Moines, Iowa 50266.
 - 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.
7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
8. **Titles of Sections and Preamble.** Any titles of the several parts and sections of this 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.

The City and the Developer have caused this 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: _____
Scott Mikkelsen, Mayor

Attest: _____
Rochelle Williams, City Clerk

HOPE DEVELOPMENT & REALTY LLC

By: _____
Reza Kargarzadeh, Manager

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 ____ day of _____, 2020, by Reza Kargarzadeh, Manager of Hope Development & Realty, LLC, an Iowa limited liability company, on behalf of Hope Development & Realty LLC.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY:

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

EXHIBIT B

PUD

EXHIBIT C

FIELD LAYOUT EXHIBIT

EXHIBIT D

MANAGEMENT AGREEMENT

EXHIBIT E

DEVELOPER'S TIF ESTIMATE WORKSHEET

- (1) Date of Preparation: _____
- (2) Assessed Valuation of Development Property as of January 1, 20____:
\$_____.
- (3) Base Valuation of Development Property:
\$_____
- (4) Incremental Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Sports Complex Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000
- (7) TIF Estimate (\$_____ x .80 (80%) = Developer's Estimate.



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Third Consideration – Proposed Ordinance 738 Willow Hills Rezoning

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

Approve 1st Consideration - August 2020

Approve 2nd Consideration – September 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval, Planning and Zoning Commission – August 2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the 3rd Consideration of Ordinance 738 Willow Hills Rezoning

Planning & Zoning Staff Report



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

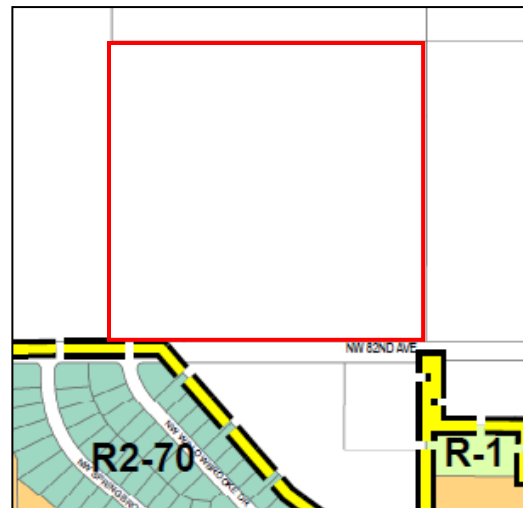
GENERAL INFORMATION:

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~~

August 18, 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)

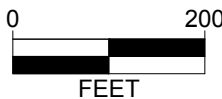
PLANNING & ZONING: August 4, 2020 at 5:30 at the Grimes City Hall

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,

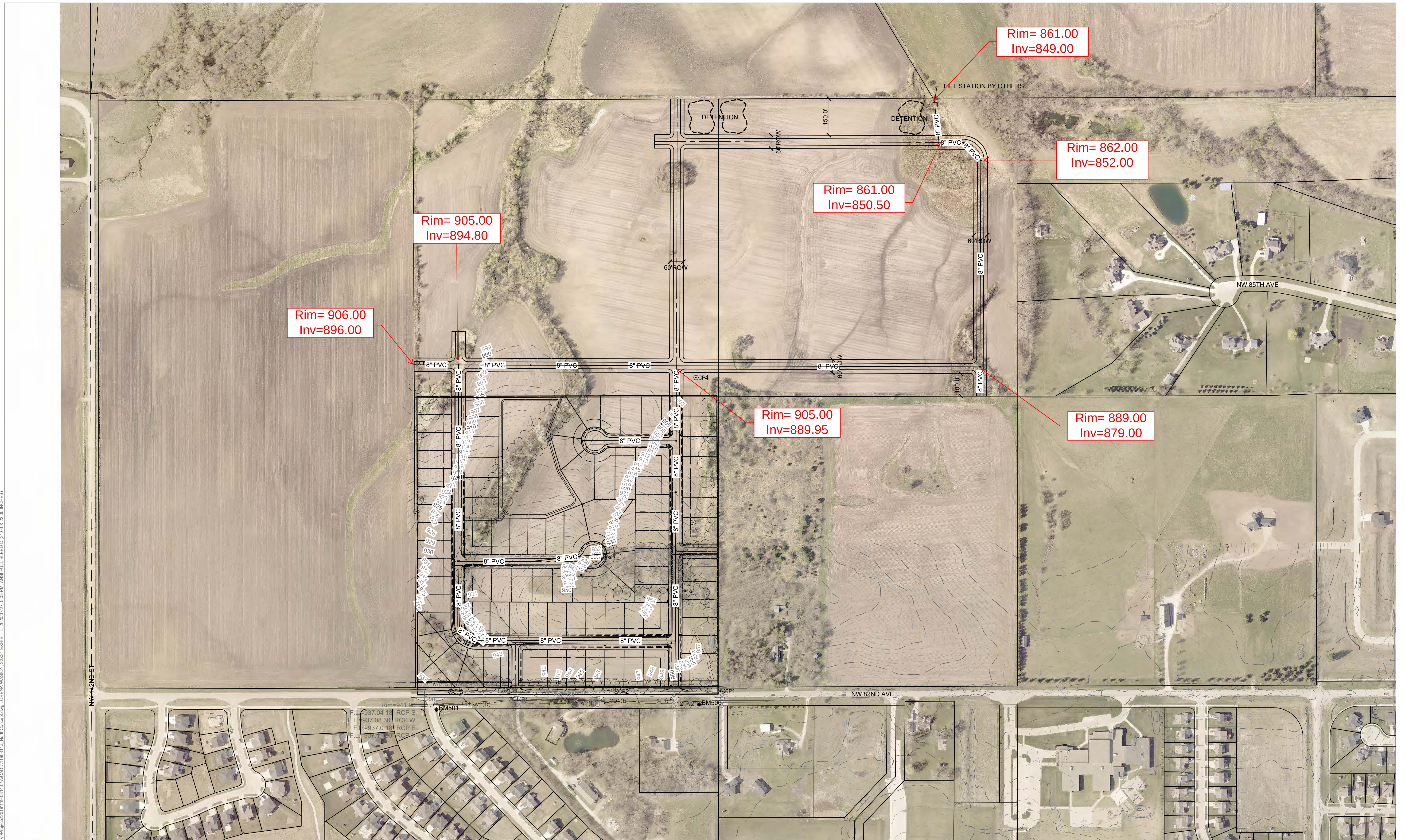
Evann Martin
Assistant Planner



[illegible]

The logo for Snyder & Associates is centered in the lower half of the page. It consists of a large, bold, black stylized letter 'S' with a horizontal bar extending from its middle. Below the 'S' is the text 'SNYDER' in a large, bold, black sans-serif font, followed by '& ASSOCIATES' in a smaller, bold, black sans-serif font.

V:\Projects\2019\11814_01\ACAD\01180814a_NonIConcept.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 October 27, 2020

AGENDA HEADING:

Willow Hills – Preliminary Plat

SYNOPSIS:

The subject property is currently in the process of being rezoned from A-1 to R-1 and is expected to be approved by Council in October. As part of the typical development process, the applicant is now requesting approval of a preliminary plat, which will allow for the future subdivision of the approximately 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. The parkland will include a pond for fishing and a recreational trail. A right-of-way dedication is necessary for NW 27th Street to provide 60' from centerline. This will allow for future improvement of NW 27th Street.

Council expressed concern during the rezoning process related to the 2 cul-de-sacs, and inquired if they could be connected. Staff reviewed this with the applicant and their engineer, and concluded that while it would be feasible, there were some downsides related to the request. In doing so, an equal number of lots could be achieved, however the parkland dedication area would be narrowed, and in the opinion of staff would decrease the value of the dedication.

Staff feels that with the trail around the pond, and the additional trail access being planned between Lots 20/21, that the desire to create a neighborhood feeling has been achieved. The interactions between neighbors can be had within the rear yards, and along the trail that will be constructed with phase.

Generally speaking, staff attempts to adhere to a 2 cul-de-sac per 40-acre ratio for developments. This is an improvement from what has been approved in the past (Autumn Park = 7 cul-de-sacs in 65 acres or ratio of 4.3/40 acres).

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Rezoning – 2020



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

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 09/01/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Preliminary Plat for Willow Hills, 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: Willow Hills – Rezoning

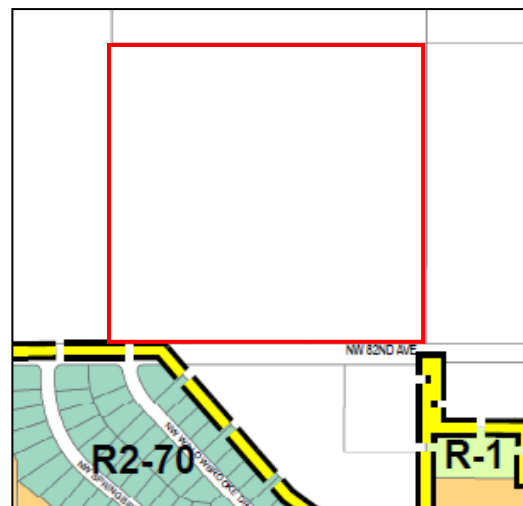
GENERAL INFORMATION:

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 will be 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 hard board siding
- Architectural shingles at minimum (no 3-tab 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. 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

~~August 4, 2020~~

August 21, 2020

Snyder & Associates, Inc.

Attn: Jason Ledden

2727 SW Snyder Blvd

Ankeny, IA 50023

RE: Willow Hills Preliminary Plat

Dear Mr. Ledden:

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

General Comments/Cover Sheet:

- ~~1. Provide typical road cross section with easements.~~
- ~~2. Add typical buffer cross section.~~
3. Provide a cross section of the NW 27th St ROW, and easements and buffer along the south property line in lot 77 through 86. Please provide. The buffer and storm water easement cannot overlap. **There should be an overland flowage easement for the swale. Please add the OFE to the cross section. The landscape buffer and OFE cannot overlap.**
- ~~4. Revise R-1 standards. Side setback should be 7'/14' for 1 1/2 stories and 10'/20' for 2-3 stories.~~
- ~~5. Provide an existing conditions sheet locating any existing buildings, utilities, water courses etc.~~
- ~~6. Show phasing lines.~~
- ~~7. Provide a separate hydrant radius sheet.~~
- ~~8. Please separate the drawing into two sheets and provide larger scale.~~

C200:

1. ~~Provide temporary turnarounds and easements for street stubs. A temporary turn around and easement is not required on the eastern street stub if driveways are restricted to Street B.~~
2. ~~Provide a 10' by 60' utility extension easement at the street stubs.~~
3. ~~Label the cul de sac widths.~~
4. ~~Demonstrate that curved lots with less than 75' width at the ROW line provide 75' of width behind the 35' front setback.~~
5. ~~Label 5' sidewalk along NW 27th St.~~
6. ~~Is the storm sewer between lots 76 and 77 sized to handle the future expansion of NW 27th Street?~~
7. Ensure adequate easements are provided for public utilities. Several easements are missing. **Please show easements on preliminary plat.**
8. ~~Label width and thickness of concrete for the trail.~~

Sheet C300:

1. All drainage swales shall have a minimum slope of 2%. Please label. **Adjust slopes on lots 80-86. Was the swale on lots 80-86 removed?**
2. ~~Identify the 100-year elevation of the detention basin.~~
3. ~~The grade of lots 50-57 are too steep. The yards will be unusable and will present maintenance issues with runoff/sediment buildup along the trail.~~
4. ~~Please construct the pond to be consistent with DNR urban fishing standards. We are not sure how this addresses the comment.~~

Future Comment:

1. ~~When drafting the overland flowage easement documents, staff would like to address fence placement with the easement and call out specific lot numbers where fences can be placed within the OFE easement.~~

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: ~~August 10, 2020~~
August 28, 2020
(1 PDF of Preliminary Plat)

PLANNING & ZONING: September 1, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 8, 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

WILLOW HILLS

PRELIMINARY PLAT-2020

LEGEND

FEATURES

Spot Elevation	EXISTING x 93.0	PROPOSED x 93.0
Contour Elevation	60	60
Fence (Barbed, Field, Hog)	o o o	o o o
Fence (Chain Link)	//	//
Fence (Wood)	o o o	o o o
Fence (Silt)	o o o	o o o
Tree Line	~ ~ ~	~ ~ ~
Tree Stump	~ ~ ~	~ ~ ~

Deciduous Tree \ Shrub	⊙
Coniferous Tree \ Shrub	⊙

Communication	---	C01(*)
Overhead Communication	---	C01(*)
Fiber Optic	---	F01(*)
Underground Electric	---	UE1(*)
Overhead Electric	---	OE1(*)
Gas Main with Size	---	1"GI(*)
High Pressure Gas Main with Size	---	4"HPGI(*)
Water Main with Size	---	8"WI(*)
Sanitary Sewer with Size	---	8"SI(*)
Duct Bank	>	E(8)
Test Hole Location for SUE w/ID	⊙	1

(*) Denotes the survey quality service level for utilities

Sanitary Manhole	⊙
Storm Sewer with Size	12" RCP
Storm Manhole	⊙
Single Storm Sewer Intake	⊙
Double Storm Sewer Intake	⊙
Fire Hydrant	⊙
Fire Hydrant on Building	⊙
Water Main Valve	⊙
Water Service Valve	⊙
Well	⊙
Utility Pole	⊙
Guy Anchor	⊙
Utility Pole with Light	⊙
Utility Pole with Transformer	⊙
Street Light	⊙
Yard Light	⊙
Electric Box	⊙
Electric Transformer	⊙
Traffic Sign	⊙
Communication Pedestal	⊙
Communication Manhole	⊙
Communication Handhole	⊙
Fiber Optic Manhole	⊙
Fiber Optic Handhole	⊙
Gas Valve	⊙
Gas Manhole	⊙
Gas Apparatus	⊙
Fence Post or Guard Post	⊙
Underground Storage Tank	⊙
Above Ground Storage Tank	⊙
Sign	⊙
Satellite Dish	⊙
Mailbox	⊙
Sprinkler Head	⊙
Irrigation Control Valve	⊙

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

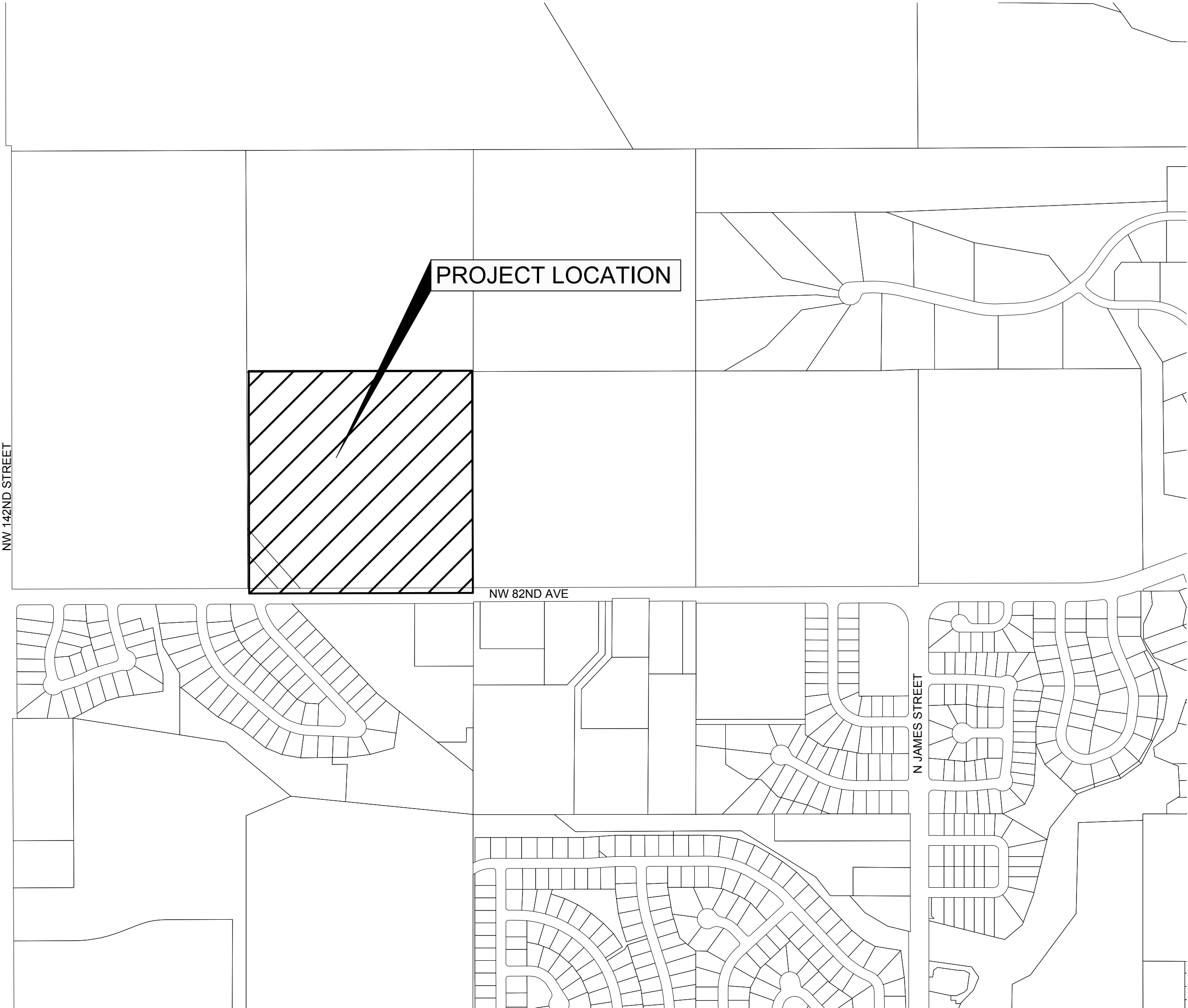
BM500	N=7532006.23 E=18475978.79 ELEV=951.41 SOUTHEAST BURY BOLT ON WATEROUS HYDRANT ON THE SOUTH SIDE OF NW 82ND AVENUE EAST OF ENTRANCE TO #13488, SOUTHEAST CORNER OF SITE.
BM501	N=7531983.12 E=18474814.04 ELEV=943.78 NORTHEAST BURY BOLT ON HYDRANT AT THE SOUTHEAST QUADRANT OF NW 82ND AVENUE & NW WILLOWBROOKE DRIVE, SOUTHWEST CORNER OF SITE.

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (AMES-DES MOINES)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP1	N=7532065.32 E=18476082.85 Z=950.09 1/2" REBAR WITH RED CAP 2' NORTH OF NW 82ND AVENUE AND 30' SOUTHEAST OF FENCE CORNER, SOUTHEAST CORNER OF SITE.
CP2	N=7532064.12 E=18475610.40 Z=948.43 1/2" REBAR WITH RED CAP 2' NORTH OF NW 82ND AVENUE AND 60' NORTHEAST OF HYDRANT, SOUTH SIDE OF SITE.
CP3	N=7532063.05 E=18474876.18 Z=939.16 1/2" REBAR WITH RED CAP 2' NORTH OF NW 82ND AVENUE AND 30' SOUTH OF POWER POLE, SOUTHWEST CORNER OF SITE.
CP4	N=7533456.20 E=18475964.27 Z=903.41 1/2" REBAR WITH RED CAP BURIED 12" DEEP AND 50' NORTHWEST OF FENCE CORNER, NORTHEAST CORNER OF SITE.
CP5	N=7533520.58 E=18474727.44 Z=905.84 1/2" REBAR WITH RED CAP 10' EAST OF NORTH-SOUTH FENCE LINE, NORTHWEST CORNER OF SITE.

PROJECT LOCATION



VICINITY MAP

GRIMES, IOWA

PLAT DESCRIPTION

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.

OWNER/APPLICANT

WILLOW HILLS LLC
3405 SE CROSSROADS DR STE C
GRIMES, IOWA 50111

ENGINEER/SURVEYOR

SNYDER & ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
PHONE: (515)964-2020
JASON LEDDEN, P.E.
ERIN GRIFFIN, PLS

ZONING

R-1: RESIDENTIAL

BULK REGULATIONS:

MINIMUM LOT AREA = 11,000SF
MINIMUM LOT WIDTH = 75'
FRONT YARD SETBACK = 35'
REAR YARD SETBACK = 35'
SIDE YARD SETBACK = 7'14' 1.5 STORIES
10'20' 2-3 STORIES

GENERAL NOTES

- ALL STREETS, STORM SEWERS, SANITARY SEWERS AND WATER MAINS SHOWN WILL BE PUBLIC UNLESS OTHERWISE NOTED.
- IN ANY AREA WHERE A PUBLIC UTILITY EASEMENT (PUE) OVERLAPS, OR IS COINCIDENT WITH, A DESIGNATED UTILITY EASEMENT FOR SANITARY SEWER, WATER MAIN OR STORM SEWER, THE USE OF THE PUE IS SUBORDINATE TO THE USE OF A DESIGNATED EASEMENT FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSES. UTILITIES LOCATED IN THE PUE THAT ARE IN CONFLICT WITH THE USE OF A DESIGNATED EASEMENT FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSE MUST BE RELOCATED WITHOUT EXPENSE TO THE OWNER OF THE SANITARY SEWER, WATER MAIN OR STORM SEWER. THE USE OF THE PUE IS SUBORDINATE IN PERPETUITY INCLUDING ANY FUTURE USE OF THE EASEMENT DESIGNED FOR SANITARY SEWER, WATER MAIN OR STORM SEWER PURPOSES.
- MANHOLES NOT LOCATED ON LOT LINES SHALL BE LOCATED OUTSIDE OF FUTURE DRIVEWAYS.
- ALL STREETS SHALL BE CONSTRUCTED WITH 7" NON-REINFORCED PCC PAVEMENT.
- REMOVE ALL FIELD FENCES FROM WITHIN THE PLAT BOUNDARIES.
- THE MAINTENANCE OF ALL PRIVATE STORM SEWER AND OVERLAND FLOWAGE EASEMENTS WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.

WILLOW HILLS

TITLE SHEET

GRIMES, IOWA

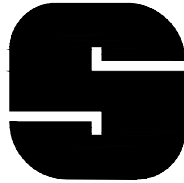
SNYDER & ASSOCIATES, INC. I

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Sheet C100

Project No: 119.0814.01A

Sheet C100



SNYDER
& ASSOCIATES

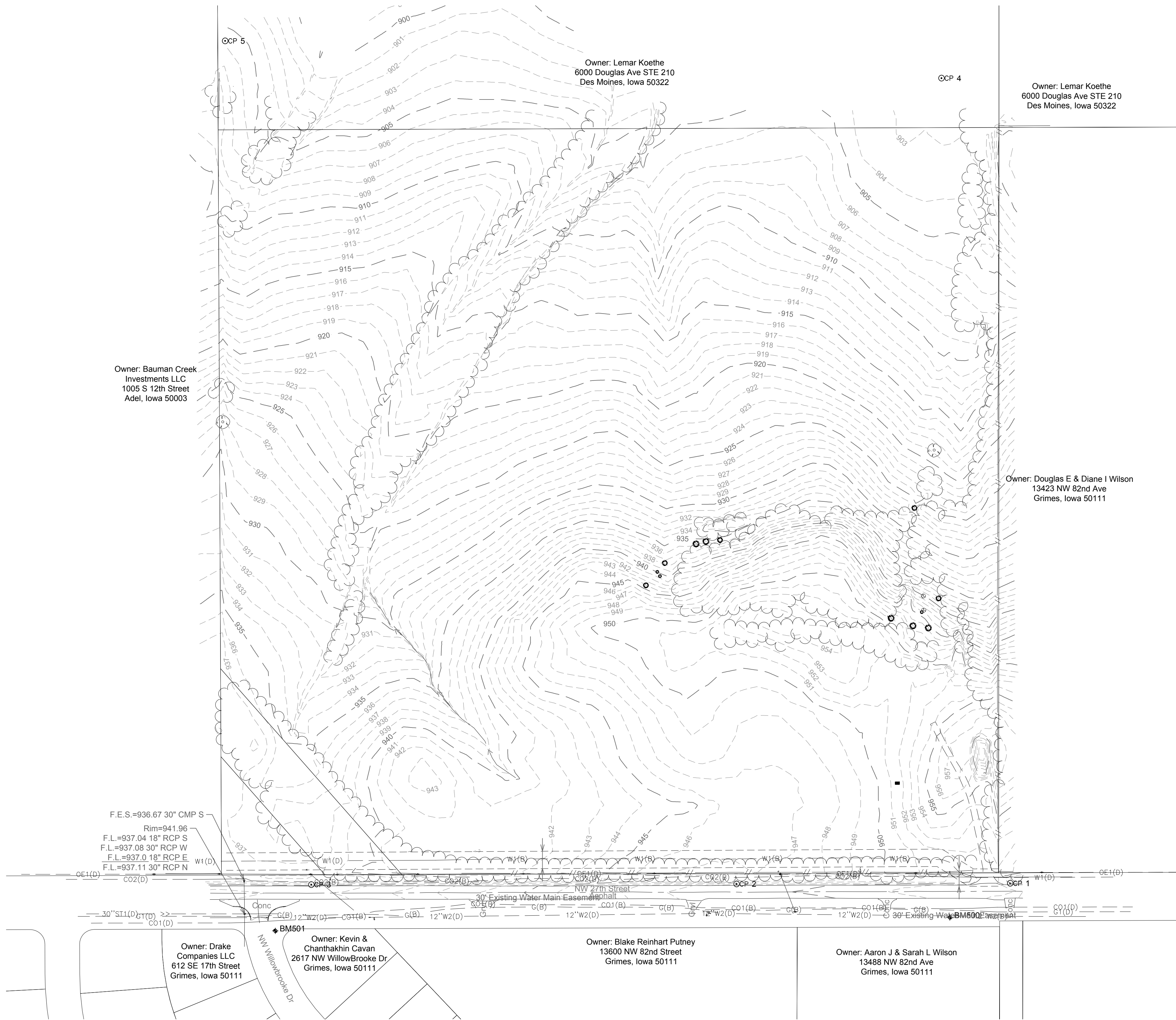
Project No: 119.0814.01A

Sheet C100

	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.	
	Erin D. Griffin, PLS	Date
	License Number 19710	
	My License Renewal Date is December 31, 2021	
	Pages or sheets covered by this seal:	

	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.	
	Jason A. Ledden, P.E.	Date
	License Number P24117	
	My License Renewal Date is December 31, 2020	
	Pages or sheets covered by this seal:	

V:\Projects\2019\119.0814.01A\CAD\DWG\JASON LEDDEN EX CONDITIONS: 20200828 8:17 PM ANSI FULL BLEED D (34.00 X 22.00 INCHES)



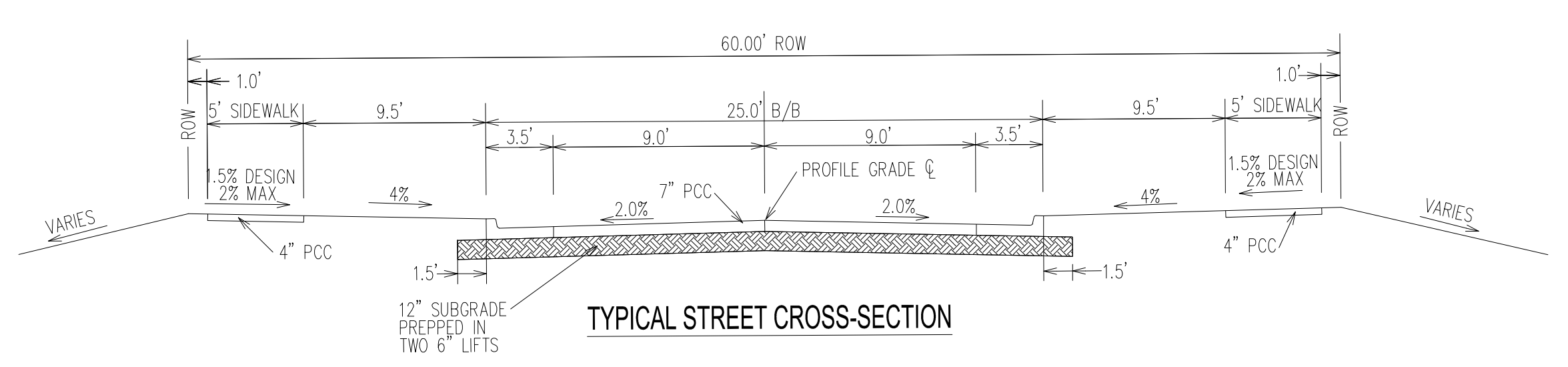
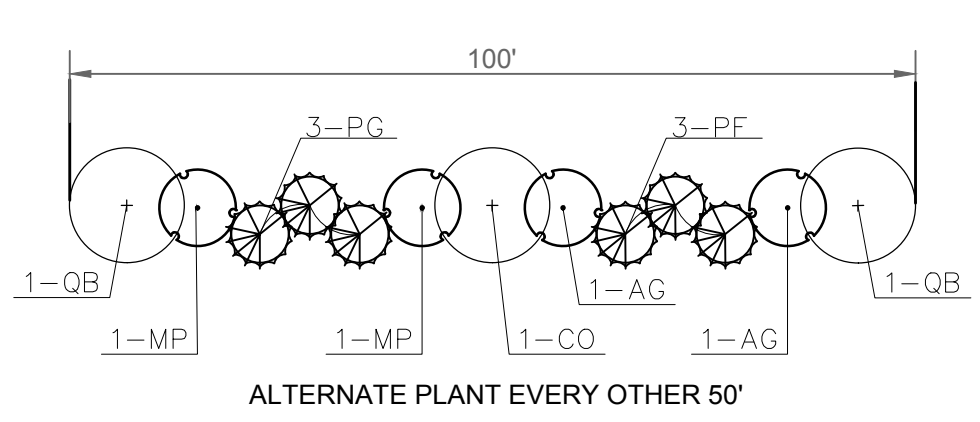
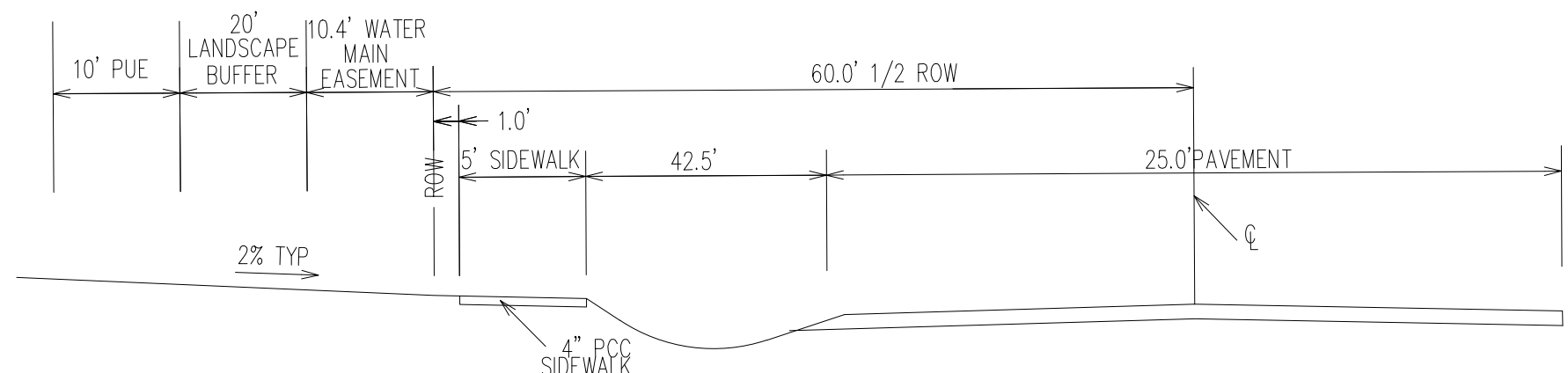
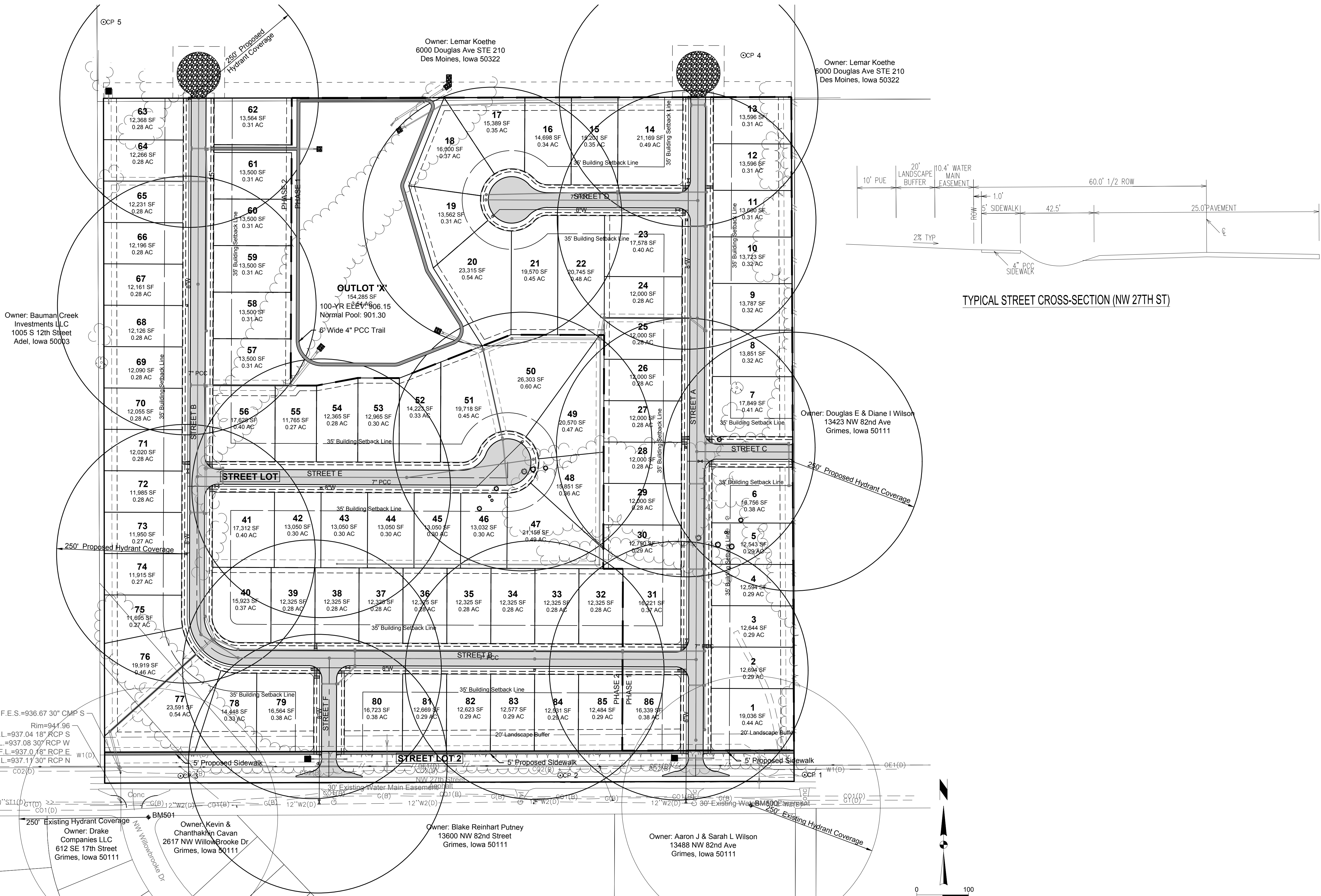
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1	REVISED PER CITY COMMENTS	8-11-2020	LJM
MARK	REVISION	DATE	BY
Engineer: LBW	Checked By: JAL	Scale: 1" = 100'	
Technician: LJM	Date: 7-27-2020	T-R-S: TTN-RRW-SS	
Project No: 119.0814.01A			Sheet C101

WILLOW HILLS
EXISTING CONDITIONS
GRIMES, IOWA
SNYDER & ASSOCIATES, INC. I
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-984-2020 | www.snyder-associates.com



Project No: 119.0814.01A
Sheet C101

V:\Projects\2019\119.0814.01\ACADD\01\10814.dwg, PPT-DIM.dwg, JASON LEDZEN HYDRANT COVERAGE & TYPICAL CROSS SECTION PLAN, 2020/09/28, 8:17 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)



PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
CO	Celtis occidentalis 'Prairie Pride'	PRAIRIE PRIDE HACKBERRY	1 1/2" CAL.	B&B
QB	Quercus bicolor	SWAMP WHITE OAK	1 1/2" CAL.	B&B
AG	Amelanchier x grandiflora 'Autumn Brilliance'	AUTUMN BRILLIANCE SERVICEBERRY	8' HT.	B&B, MULTI-STEM
MP	Malus 'Prairiefire'	PRAIRIEFIRE CRABAPPLE	8' HT.	B&B
PF	Pinus flexilis 'Vanderwolf's Pyramid'	VANDERWOLF'S LIMBER PINE	8' HT.	B&B
PG	Picea glauca 'Densata'	BLACK HILLS WHITE SPRUCE	8' HT.	B&B

20' LANDSCAPE BUFFER TYPICAL SECTION

TYPICAL STREET CROSS-SECTION

WILLOW HILLS

HYDRANT COVERAGE & TYPICAL CROSS SECTION PLAN

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. I

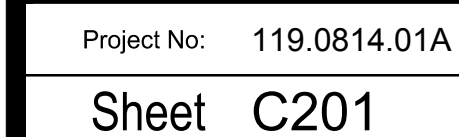


Project No: 119.0814.01A

Sheet C200

2	REVISED PER CITY COMMENTS	8-28-2020 JLM
1	REVISED PER CITY COMMENTS	8-11-2020 JLM
MARK	REVISION	DATE
Engineer: JAL	Checked By: JAL	Scale: 1" = 100'
Technician: JLM	Date: 7-27-2020	T-R-S: TTN-RRW-SS
Project No: 119.0814.01A		
Sheet C200		

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-984-2020 | www.snyder-associates.com





Project No: 119.0814.01A

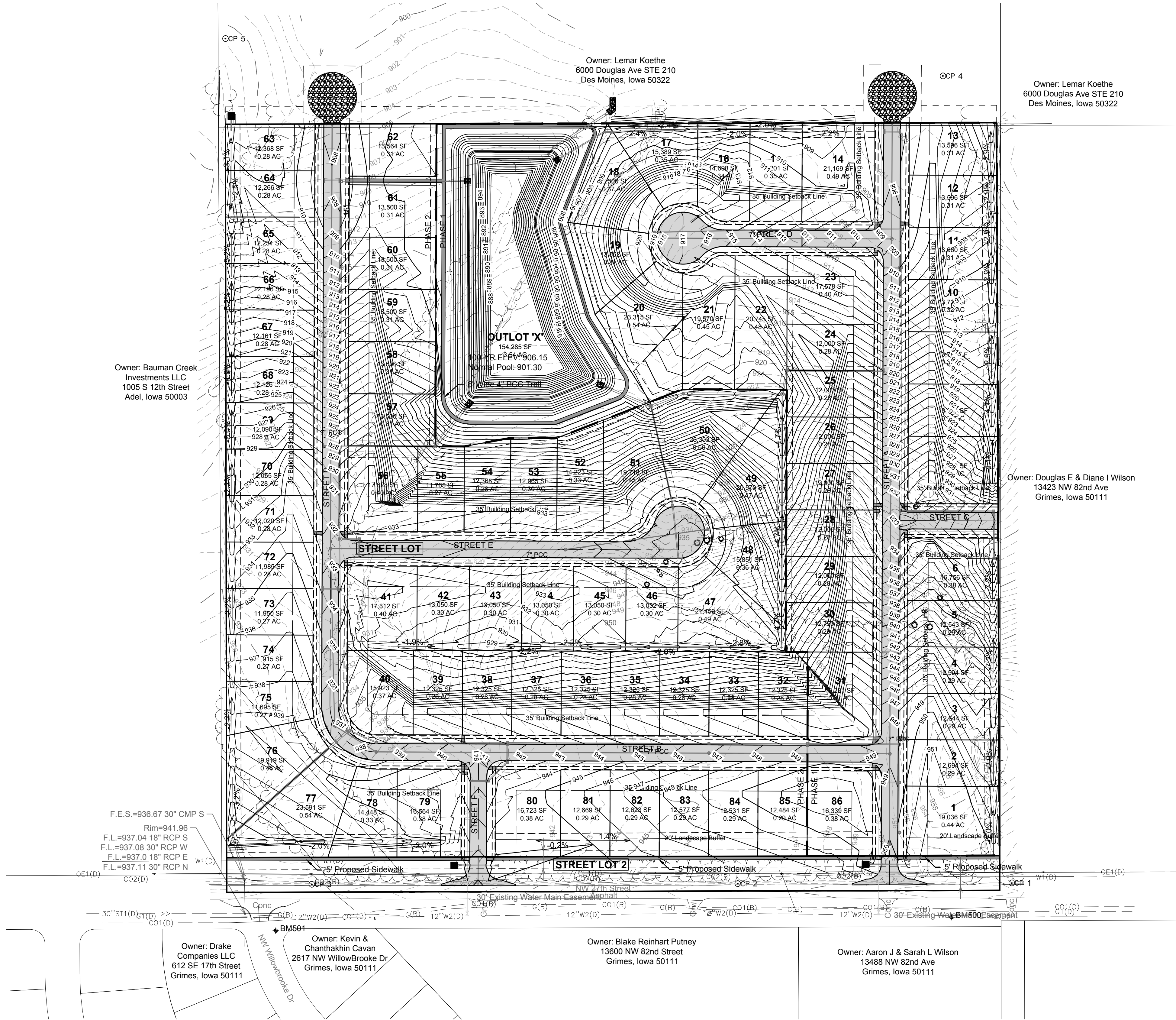
Project No: 119.0814.01A

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

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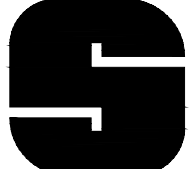
WILLOW HILLS

OVERALL GRADING PLAN

GRIMES, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |



SNYDER
& ASSOCIATES

Project No: 119.0814.01A

Sheet C300



Project No: 119.0814.01A

Sheet C301

GRADING PLAN-SOUTH

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.

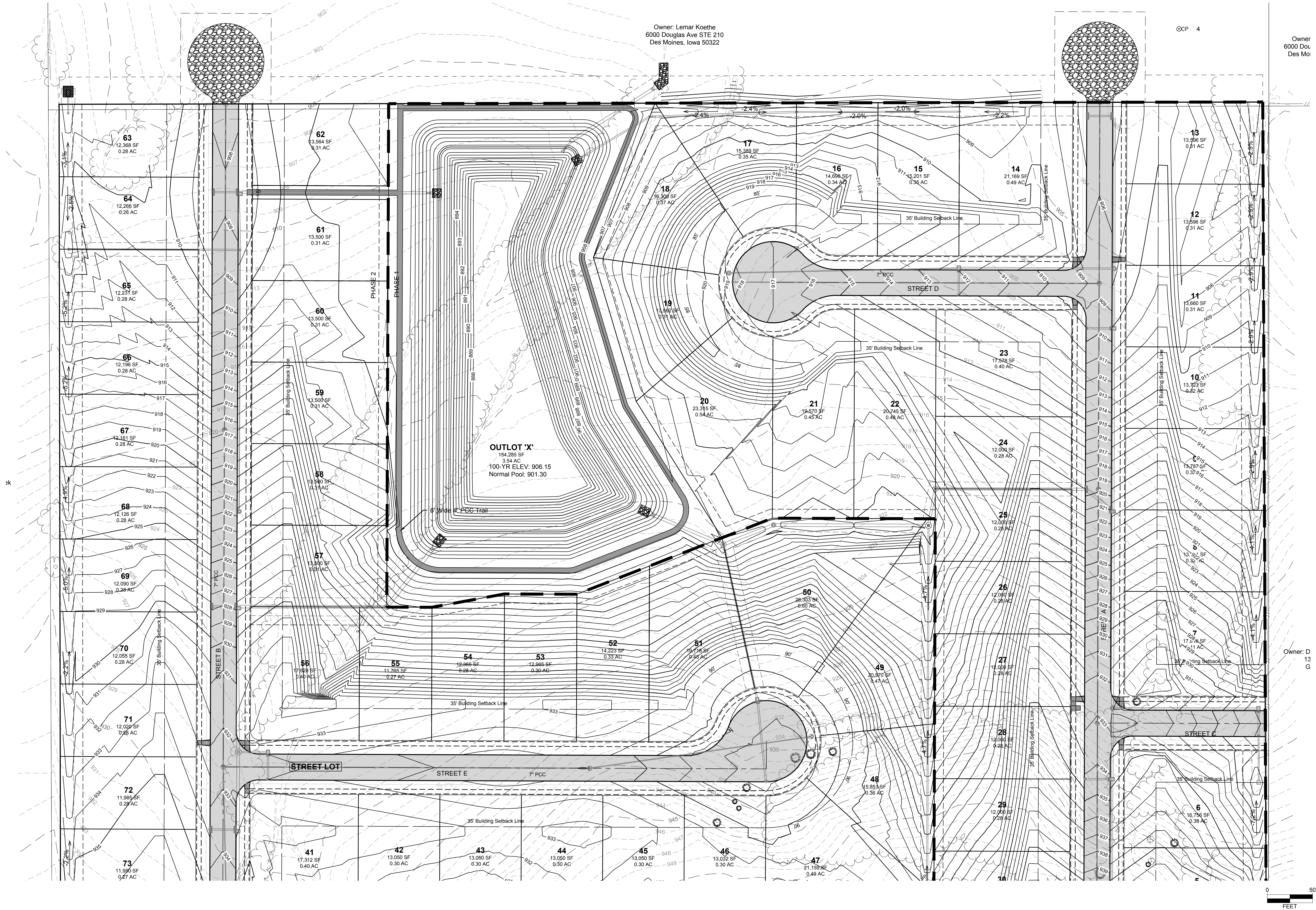
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023

ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

[illegible]

Sheet C301

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WILLOW HILLS
GRADING PLAN-NORTH

SNYDER & ASSOCIATES, INC. |

GRIMES, IOWA

2	REVISED PER CITY COMMENTS	8-28-2020	JLM
1	REVISED PER CITY COMMENTS	8-11-2020	JLM
MARK	REVISION	DATE	BY
Engineer: LBW	Checked By: JAL	Scale: 1" = 50'	
Technician: JLM	Date: 7-27-2020	T-R-S: TTN-RRW-SS	
Project No: 119.0814.01A			Sheet C302

Project No: 119.0814.01A
Sheet C302



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Heritage at Grimes Commercial Plat 3 – Preliminary Plat

SYNOPSIS:

The applicant is requesting approval of a preliminary plat, which will allow for future subdivision of the existing Lot 9 and 10 in Heritage at Grimes Commercial Plat 2 into two development lots of a different configuration.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat – March 2018

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 10/06/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Preliminary Plat for Heritage at Grimes Commercial Plat 3, subject to any remaining staff comments.

Planning & Zoning Staff Report

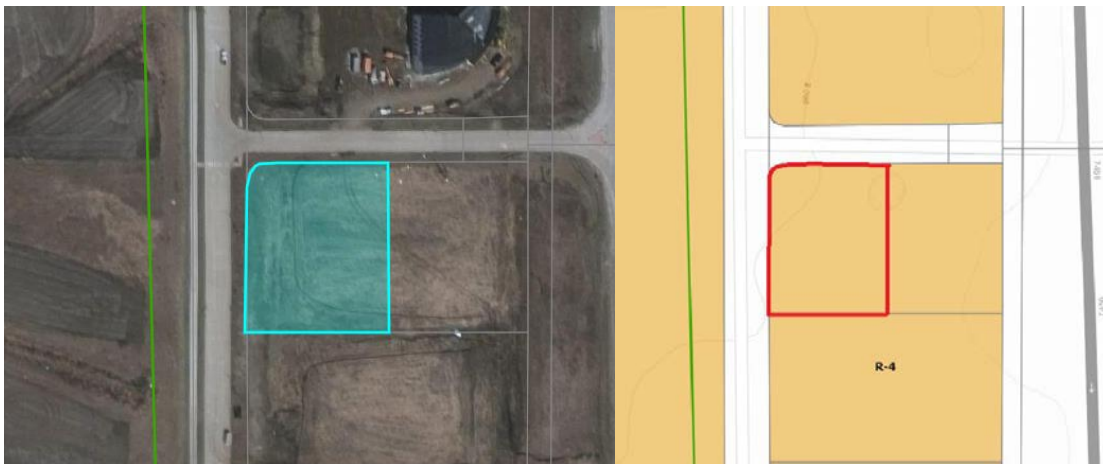


TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: October 6, 2020
RE: Heritage at Grimes Commercial Plat 3 – Preliminary Plat

GENERAL INFORMATION:

Applicant:	Heritage 141 LLC
Requested Action	Preliminary Plat
Location	951 NE Gateway Drive

SUPPORTING INFORMATION:



Location Map

Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use 1	R-4
North	Raccoon Valley Bank	Mixed Use 1	R-4
South	Vacant	Mixed Use 1	R-4
East	Vacant	Mixed Use 1	A-1
West	Vacant	LDR	R-4

BACKGROUND:

The applicant is requesting approval of a preliminary plat, which will allow for future subdivision of the existing Lot 9 and 10 in Heritage at Grimes Commercial Plat 2 into two development lots of different sizes.

ANALYSIS:

A concept layout is shown on the preliminary plat. Access to the development will be from two shared driveways: one off of NE Gateway Drive and one on NE 10th Street. Pedestrian access is provided along NE Gateway Drive and NE 10th Street. Sanitary service will connect to the existing line that runs along the west side of the property and water will connect from the existing line along NE Gateway Drive.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Heritage at Grimes Commercial Plat 3, 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

September 4, 2020
September 21, 2020

Civil Design Advantage

Attn: Josh Trygstad
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

RE: Heritage at Grimes Commercial Plat 3

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Preliminary Plat for the Hope Commercial Plat 3. Based on the review of the provided submittal materials, staff have the following comments:

Sheet 2:

- ~~1. Label lots as Lot 1 and Lot 2.~~
- ~~2. Several easements are labeled in inches rather than feet. Please revise.~~
- ~~3. Show existing water main and label size.~~
- ~~4. Label contours.~~
- ~~5. Add 5' sidewalk along NE Gateway and NE 10th St.~~

Sheet 3:

- ~~1. Provide a shared driveway on NE Gateway Drive.~~
- ~~2. Show landscaping along ROW on the concept plan.~~

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: September 11, 2020
(1 PDF of Preliminary Plat)

PLANNING & ZONING: October 6, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: October 27, 2020 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

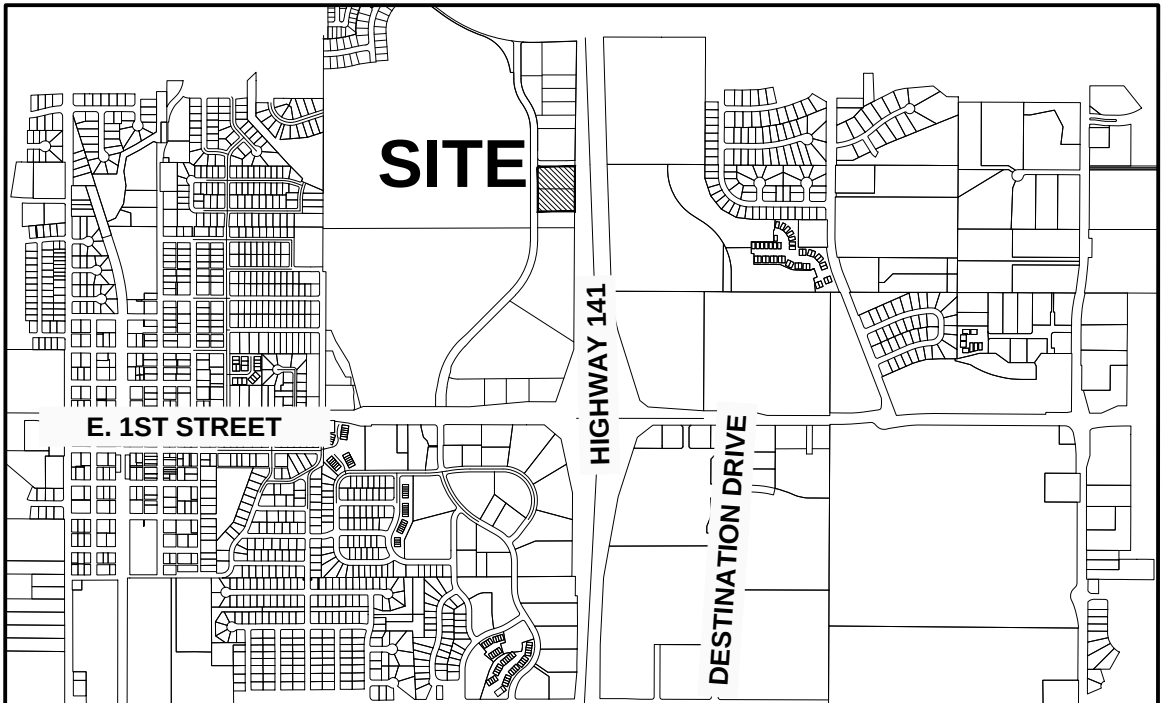
PRELIMINARY PLAT FOR:

HERITAGE AT GRIMES COMMERCIAL PLAT 3

GRIMES, IOWA

VICINITY MAP

NO SCALE



GRIMES, IOWA

BULK REGULATIONS

FRONT = 20' - FRONTAGE ALONG HIGHWAY 141 AND BEAVERBROOK DRIVE REQUIRE 20' ALL OTHERS 0'
SIDE = 0'
REAR = 0' - MUST INCLUDE 35' BUFFER WHEN ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS

LOT ADDRESS

LOT 1 - 951 NE GATEWAY DRIVE
LOT 2 - 825 NE GATEWAY DRIVE

OWNER

HERITAGE 141 LLC
6205 MILLS CIVIC PKWY STE 201
WEST DES MOINES, IA 50266-5354

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: JOSH TRYGSTAD
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

NOTES:

1. PROPOSED SPEED LIMIT ON NE GATEWAY DRIVE IS 35 MPH.
2. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
3. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

FEMA FLOOD NOTE:

POLK COUNTY, PANEL 160 OF 555
MAP NUMBER= 19153C0160F
EFFECTIVE DATE= FEBRUARY 1, 2019

OPEN SPACE NOTE

THE TOTAL LAND AREA DEVOTED TO OPEN SPACE AND LANDSCAPING SHALL NOT BE LESS THAN THE SPECIFIED PERCENTAGE OF THE GROSS LAND AREA INCLUDED IN THE BUILDING LOT. SUCH OPEN SPACE SHALL BE MAINTAINED AS GRASSED AND LANDSCAPED AREA AND SHALL NOT INCLUDE ACCESS DRIVES, PARKING AREAS, STRUCTURES OR BUILDINGS, EXCEPT ORNAMENTAL STRUCTURES INCLUDED AS PART OF THE LANDSCAPING THEME

PLAT DESCRIPTION

ALL OF LOTS 9 AND 10, HERITAGE AT GRIMES COMMERCIAL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 4.15 ACRES (180,929 SF).

LEGEND

FEATURES

PROPOSED

GROUND SURFACE CONTOUR

TYPE SW-501 STORM INTAKE

TYPE SW-503 STORM INTAKE

TYPE SW-505 STORM INTAKE

TYPE SW-506 STORM INTAKE

TYPE SW-513 STORM INTAKE

TYPE SW-401 STORM MANHOLE

TYPE SW-402 STORM MANHOLE

TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT

WATER VALVE

FIRE HYDRANT ASSEMBLY

SIGN

DETECTABLE WARNING PANEL

SANITARY SEWER WITH SIZE

STORM SEWER

WATERMAIN WITH SIZE

SURVEY

SECTION CORNER

1/2" REBAR, YELLOW CAP #18660
(UNLESS OTHERWISE NOTED)

ROW MARKER

ROW RAIL

PLATTED DISTANCE

MEASURED BEARING & DISTANCE

RECORDED AS

DEED DISTANCE

CALCULATED DISTANCE

CURVE ARC LENGTH

MINIMUM 100 YEAR FLOOD

PROTECTION ELEVATION

CENTERLINE

SECTION LINE

1/4 SECTION LINE

1/4 1/4 SECTION LINE

EASEMENT LINE

LOT LINE

RIGHT OF WAY

BUILDING SETBACK

PLAT BOUNDARY

EXISTING

GROUND SURFACE CONTOUR

SANITARY MANHOLE

WATER VALVE BOX

FIRE HYDRANT

WATER CURB STOP

WELL

STORM SEWER MANHOLE

STORM SEWER SINGLE INTAKE

STORM SEWER DOUBLE INTAKE

FLARED END SECTION

DECIDUOUS TREE

CONIFEROUS TREE

DECIDUOUS SHRUB

CONIFEROUS SHRUB

ELECTRIC POWER POLE

GUY ANCHOR

STREET LIGHT

POWER POLE W/ TRANSFORMER

UTILITY POLE W/ LIGHT

ELECTRIC BOX

ELECTRIC TRANSFORMER

ELECTRIC MANHOLE OR VAULT

TRAFFIC SIGN

TELEPHONE JUNCTION BOX

TELEPHONE MANHOLE/VAULT

TELEPHONE POLE

GAS VALVE BOX

CABLE TV JUNCTION BOX

CABLE TV MANHOLE/VAULT

MAIL BOX

BENCHMARK

SOIL BORING

UNDERGROUND TV CABLE

GAS MAIN

FIBER OPTIC

UNDERGROUND TELEPHONE

OVERHEAD ELECTRIC

UNDERGROUND ELECTRIC

FIELD TILE

SANITARY SEWER W/ SIZE

STORM SEWER W/ SIZE

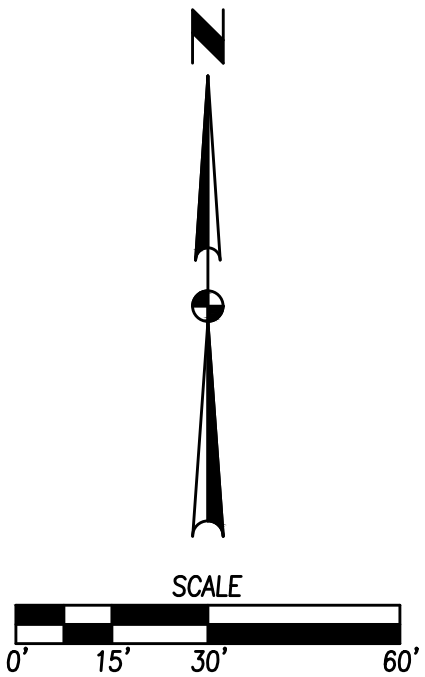
WATER MAIN W/ SIZE

	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.	
	JOSHUA A. TRYGSTAD, P.E.	DATE
	LICENSE NUMBER 19228	
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020 PAGES OR SHEETS COVERED BY THIS SEAL:	
ALL SHEETS		



NOTES

SITE PLANS AND LANDSCAPE SHOWN ARE SCHEMATIC ONLY. ACTUAL INDIVIDUAL LOT DEVELOPMENT AND LANDSCAPE IS SUBJECT TO CHANGE. SITE PLANS FOR INDIVIDUAL LOTS WILL BE SUBMITTED TO THE CITY WHEN ACTUAL DEVELOPMENT IS ANTICIPATED. LANDSCAPING WILL BE DETAILED IN THOSE SUBMITTALS.



REVISIONS	DATE
PRELIMINARY PLAT SUBMITTAL #2	09/11/20
PRELIMINARY PLAT SUBMITTAL #1	07/31/20



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

September 4, 2020
September 21, 2020

Civil Design Advantage

Attn: Josh Trygstad
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

RE: Heritage at Grimes Commercial Plat 3

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Preliminary Plat for the Hope Commercial Plat 3. Based on the review of the provided submittal materials, staff have the following comments:

Sheet 2:

- ~~1. Label lots as Lot 1 and Lot 2.~~
- ~~2. Several easements are labeled in inches rather than feet. Please revise.~~
- ~~3. Show existing water main and label size.~~
- ~~4. Label contours.~~
- ~~5. Add 5' sidewalk along NE Gateway and NE 10th St.~~

Sheet 3:

- ~~1. Provide a shared driveway on NE Gateway Drive.~~
- ~~2. Show landscaping along ROW on the concept plan.~~

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: September 11, 2020
(1 PDF of Preliminary Plat)

PLANNING & ZONING: October 6, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: October 27, 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



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Grimes Dental Group – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a 3,346 square foot dental office located at 951 NE Gateway Drive. The current Grimes Dental Group located on SE Main Street is planning to relocate to this site. The property is located within the C-2 zoning district and is within the Heritage PUD.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat – March 2018

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 10/06/2020

STAFF/COMMITTEE RECOMMENDATION:

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

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: October 6, 2020
RE: Grimes Dental Group – Site Plan

GENERAL INFORMATION:

Applicant:	Downing Construction
Requested Action	Site Plan
Location	951 NE Gateway Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use 1	R-4
North	Raccoon Valley Bank	Mixed Use 1	R-4
South	Vacant	Mixed Use 1	R-4
East	Vacant	Mixed Use 1	A-1
West	Vacant	LDR	R-4

BACKGROUND:

The applicant is requesting approval of the site plan for a 3,346 square foot dental office located at 951 NE Gateway Drive. The site has space reserved for a potential future building expansion.

The property is located within the C-2 zoning district and is within the Heritage PUD. The Heritage Review Committee has reviewed the plans and provided comment.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of stone and fiber cement panels. The dumpster enclosure will be constructed of stone to match the building with a metal gate. The elevations appear to meet all of the minimum architectural standards within the Heritage PUD.

Site Layout:

The site will be accessed from NE Gateway Drive and NE 10th Street. Both driveways will be shared with the future development to the south and east. Pedestrian connectivity will be provided along NE Gateway Drive and NE 10th Street, with a pedestrian connection from NE Gateway Drive to the building.

Up lighting will be provided on the building faces. No pole lights are planned at this time.

Parking:

The site provides more than the required number of parking spaces for the site with 33 total parking spaces provided.

Landscaping/Streetscape:

The site meets the minimum required number of plantings for the Heritage PUD. Landscaping is provided along the project frontage, within landscape islands throughout the site, and around the building and transformer.

Utilities:

A new 6" sanitary sewer will connect to the existing 8" sanitary sewer on the south side of the site and will run north to the building.

A new 6" water main will connect to the existing 8" main along NE Gateway Drive.

Detention is handled within a detention basin located on the north side of the site.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Grimes Dental Group 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

~~September 4, 2020~~

~~September 22, 2020~~

~~October 2, 2020~~

~~October 7, 2020~~

October 19, 2020

Snyder & Associates, Inc.

Attn: Monte Applegate

2727 SW Snyder Blvd

Ankeny, IA 50023

RE: Grimes Dental Group - Site Plan

Dear Mr. Applegate:

The Development Services Department is in receipt of a proposed Site Plan for Grimes Dental Group. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Staff sent the site plan, lighting, and building elevations to the Heritage Review Committee for comment. Staff is still waiting on their review. Should have it in the next couple days.~~
- ~~2. Insert City of Grimes standard notes for site plans (12/26/19).~~

C101:

- ~~1. Please update the parking calculation. Our new parking ordinance will require 3 spaces per 1000 GFA.~~
- ~~2. Under Notes BB, change Public Works Department to Engineering Department.~~
- ~~3. Change water contact to Nick Deardorff. Please change City of Grimes to US Water.~~

C200:

- ~~1. Signage will be reviewed with a separate permit. However, keep in mind signs must be at least 15 from the property line.~~

- ~~2. Label lot dimensions to the nearest tenth foot consistent with the proposed plat.~~
- ~~3. Add stop sign locations and stop bar pavement markings for both driveways. Add stop sign and stop bar for driveway off of NE Gateway.~~
- ~~4. Please move the driveway south to be shared between the dental office and future development to the south.~~
- ~~5. Label distance between dumpster enclosure and parking space. Please provide 2' minimum.~~
- ~~6. Can the transformer be moved to be more hidden from the ROW? Maybe to the southeast corner of the building?~~
- ~~7. Can you show the outline of the planned addition? We can review now to avoid future issues with setbacks, utility locations, etc. Is the basin designed to handle the building expansion?~~
- ~~8. Add ROW pavement, thickness to be 8" PCC. Change note 3 to 8" in ROW.~~

C300:

- ~~1. Storm Sewer Note 4. C. to use SUDAS Type Q casting (driveway grate). Verify the north radius on to Gateway does not end up in the intake.~~
- ~~2. Label or callout storm sewer material.~~
- ~~3. Add to note 1.F. that removed water to be capped at tee. Coordinate watermain shut down with city.~~
- ~~4. Relocate hydrant to the south side of proposed driveway.~~
- ~~5. Label or callout watermain material and length.~~
- ~~6. The Knox Box noted shall be obtained from Knox at www.knoxbox.com.~~
- ~~7. Show hydrant coverage in 150' linear route along vehicle route unobstructed by parking and landscaping.~~
- ~~8. Remove the flume. Tie into the storm sewer with flared end or install a rain guardian. Staff is not supportive of flumes. Please revise.~~

- ~~9. Connect water and sanitary services to the building.~~
- ~~10. Verify all critical crossings meet SUDAS requirements.~~

C400:

- ~~1. Provide expansion joints on all sides of sidewalk through the driveways.~~

C500:

- ~~1. Provide 6 shrubs within landscape islands.~~
- ~~2. The buffer plantings can count toward the open space plantings. However, parking lot plantings must be provided in addition to open space plantings.~~
- ~~3. If there are still concerns with landscaping hiding the building or affecting the future building expansion, staff suggests creating another landscape island to help move some of the plantings away from the building.~~
- ~~4. Sod is required within detention basins.~~

Lighting:

- ~~1. Parking lot lights should be 4000K. Photometric plan shows 3000K.~~
- ~~2. Parking lot lights must be black powder coated, 16' tall, 5" diameter. Please provide updated photometric plan.~~

Architecture:

- ~~1. Architecture appears to meet Heritage PUD standards; however, staff is waiting for HRC review. Staff is still waiting on their review.~~

Heritage Review Committee:

- ~~1. Architecture: The building is in keeping with the overall aesthetic of Heritage at Grimes. The applicant shall confirm that the roof meets the requirement of the PUD in that 50% must be sloped. Please add percentage to elevation plan.~~
- ~~2. Building Materials: The exterior treatment are primarily fiber cement panel and stone veneer. The Review Committee feels this is appropriate for use and supports approval of these materials by P & Z and Council~~

3. ~~Lighting Plan: The plan appears to meet the requirements of the PUD with the exception that parking lot lights are required to be 4000K, the submittal shows 3000K. Please update accordingly. The lighting schedule indicates a Hubble Wall Pack. The quantity listed is zero. If they are intended for use, update lighting plan to reflect proposed locations.~~
4. ~~Landscape Plan: add shrubs to parking lot islands per PUD requirements, also note that parking lot landscape requirements are in addition to open space calculations. Add calculations for parking lot landscaping to the plan.~~

SWPPP

1. ~~Submit a full SWPPP for review.~~
2. ~~Page 4/70:~~
 - ~~Verify "Final Runoff Coefficient" if consistent with NRCS runoff values used in the SWMP.~~
 - ~~Provide the site location in the form of 1/4 section, township, range.~~
3. ~~Page 70/70:~~
 - ~~Provide surface slope arrows on grading plan.~~
 - ~~Provide surface slope arrows adjacent to four (4) intakes in parking lots or drive isles.~~
 - ~~Add perimeter control at back of curb near NE 10th Street.~~
 - ~~Add perimeter control north of the SE site entrance.~~
 - ~~Provide slope protection in the basin.~~
4. ~~Page 70/70 and on SP grading sheet:~~
 - ~~Add slope arrows adjacent to intake ST-5.~~
 - ~~Reviewer noted absence of a forebay. Place note on SWPPP and SP stating, "Once NOD conditions of GP2 are met, the owner shall conduct a topographic survey of the basin and restore final surface grades to design elevations."~~

SWMP

1. ~~General:~~
 - a) ~~Submit a TOC worksheet showing sheet, overland, and channel flows on the map with slopes, lengths, calculations, velocities, resulting times, etc.~~
 - b) ~~The City requires the 1-year (CPv) be managed. Submit worksheet showing manual CPv calculation similar to page 40 for the WQv worksheet.~~

- c) ~~Submit hydrographs demonstrating storage and release metrics for the WQv and CPv storm events. These should include peak Q, elevation, and storage data.~~
- d) ~~The City is now requiring 80% TSS removal for the WQv. This will require either infiltration, filtration, a CDS type structure, or some other method approved by the ISWMM. Submit a design for 80% TSS removal with supporting calculations from the ISWMM or equivalent acceptable method.~~

2. ~~Page 2/52:~~

- a) ~~Correct building size (SP=3,346 SF, SWMP=3,463 SF).~~
- b) ~~Verify percent impervious for proposed/future site (page 2 states 75%, page 40 WQv calc show 84%). Update CN's and runoff coefficient accordingly.~~

3. ~~Page 19/52: If filtration or infiltration practices are used to treat the WQv, the exfiltration tools on Hydrographs will need to be utilized to model basin characteristics.~~

4. ~~Page 40/52:~~

- a) ~~WQv should be based on site drainage area of 0.90 Acres. 0.14 acres is missing—please rectify.~~

5. ~~General:~~

- a) ~~Calculations and further description needed for the proposed basin subdrain system. Is this a sand filter? If so, provide calculations according to chapter 6 of the Iowa Storm Water Management Manual (ISWMM). Also provide a cross-section detail of the filter and subdrain system.~~

6. ~~Page 3/65:~~

- a) ~~Rainfall intensity values provided do not correlate with a 10 minute Tc in SUDAS.~~
- b) ~~Is the basin exfiltration rate 0.25"/hr or 0.05"/hr (pond report)? Page 3 and the pond report have differing information.~~

7. ~~Page 7&8/65:~~

- a) ~~Add intake ST-2, ST-3, and ST-5 to the intake spreadsheet~~
- b) ~~For ST-1, ST-2, ST-3, submit weir and orifice calculations.~~

8. ~~Page 42/65: Step 6 of the channel protection volume calculation is incorrect. Refer to ISWMM, Figure C3-S6-1 to obtain correct value for Qu/Qi. After finding correct value, recalculate steps 7 and 8. This will change the CPv significantly.~~

9. ~~Page 63/65: Ensure all offsite flow is being included in the offsite drainage area. It appears 0.18 acre area should be larger.~~
10. ~~Page: 64/65: Include south and west areas of property that are not being detained in the proposed drainage maps. (0.12 acres). Even though these areas are not being disturbed they are included in the existing map and should also be shown in the proposed.~~
11. ~~Page 65/65: Provide an explanation for the planned un-detained runoff to the south of the site. It appears this runoff will create a pool just south of the property.~~
12. ~~Page 2/62: The following comment is based on the assumption that Grimes Dental will not develop the adjacent 1.04 acre parcel. Without the permission of the adjacent owner and as evidence by a grading plan, the 0.29 acres offsite lying to the east cannot be used by Grimes Dental to offset the 0.28 acres (0.05 + 0.07 + 0.16 [acres]). The 0.29 acres lying east should be passed through. The adjacent owner will utilize the 0.29 acres as they wish. The Grimes SWMP must "balance" using water only for its site.~~
13. ~~Page 3/62: Verify/rectify exfiltration rate. Infiltration of sand at 3.5 ft/day = 1.75 inches/hour and $Q = 0.03$ cfs (sand filter drains 3,388 cf over 30 hours).~~
14. ~~Page 41&42/62: Reviewer notes that page 41 calculations are correct with a 30-hour drawdown time. Verify/rectify underdrain pipe slope. Page 41 shows 0.05% while page 42 shows 0.09%. $Q = 0.03$ cfs~~
15. ~~General: Update hydrographs for the correct exfiltration rate used in the program.~~
16. ~~Page 7&8/65:~~
- ~~a) It appears that only ST-5 is the only on-grade intake for inclusion on the intake spreadsheet. Please verify/rectify.~~
 - ~~b) Submit weir and orifice calculations for ST-1, ST-2, and ST-3. Attached is an example.~~
 - ~~c) Consider a double combo intake for ST-5. Bypass flow for the 5-year storm should not exceed 50%. Currently bypass is 58%. Update on SP.~~
17. ~~Page 61-62/62: Reviewer is familiar with swale south of the site. Please update grading plan as contours do not show a clear drainage path into said swale.~~

~~18. Page 2/68: In the Proposed Conditions paragraph, $Q_{allowable} = 3.56 \text{ cfs}$ (1.55 cfs Q5 existing on-site + 2.01 cfs Q100 existing pass thru). $Q_{release} = 3.55 \text{ cfs}$ (1.04 cfs Q100 basin + 2.51 cfs Q100 undetained). The design is OK but the documentation should be clarified.~~

~~19. Page 6/68:~~

- ~~a) Change "Type of Pipe" to HDPE six occurrences.~~
- ~~b) Change P-4 "Pipe Slope" to 0.0029 ft/ft and update associated characteristics.~~

~~20. Pages 7-8/68: Sump intake ST-1 was not removed from the spreadsheet. Please remove and add it as a weir/orifice calculation sheet similar to pages 9 & 10 for ST-2 & ST-3.~~

~~21. Page 10/68: Update calculation as the water surface elevation is 962.46 ($962.10 \text{ Rim} + 0.36 \text{ ft}$). MPE is still OK.~~

~~22. Page 21/68: Storage dropped from $4,096$ cubic feet to $3,779$ cubic feet. Please provide $4,096$ cubic feet.~~

Site Plan

- ~~1. Not reviewed as site drainage characteristics may change significantly.~~
- ~~2. Pipe network and intakes and associated calculations on SWMP were not reviewed as site drainage characteristics may change significantly.~~
- ~~3. Sheet 4/7: Update Utility Plan Note 4B as information has been updated for the underdrain and sand filter envelope.~~
- ~~4. Sheet 4/7: Label pipes on utility sheet (Pipe P-1, etc.)~~

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: September 28, 2020
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: October 6, 2020 at 5:30 at the Grimes City Hall

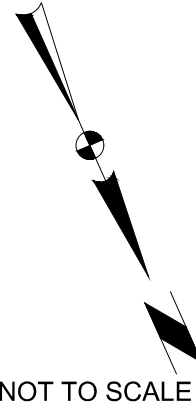
COUNCIL MEETING: October 27, 2020 at 5:30 at the Grimes City Hall

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 PLANS
FOR
GRIMES DENTAL GROUP
951 NE GATEWAY DRIVE
CITY OF GRIMES, POLK COUNTY, IOWA



VICINITY MAP

APPLICANT
DOWNING CONSTRUCTION
509 E SCENIC VALLEY AVENUE
INDIANOLA, IOWA 50125
CONTACT: JOSH RABE
PHONE: 515-808-1390

OWNER
HERITAGE 141 LLC
4500 WESTOWN PARKWAY SUITE #277
WEST DES MOINES, IA 50266
PHONE: 515-381-3925
EMAIL: ARASH.RAZIZADEH@EPCMFG.COM

Index of Sheets

- C100 TITLE SHEET
- C101 PROJECT INFORMATION
- C200 DIMENSION PLAN
- C300 UTILITY PLAN
- C400 GRADING AND EROSION CONTROL PLAN
- C500 PLANTING PLAN
- C600 SITE DETAILS

STATE OF IOWA

MONTE A. APPELGATE

LANDSCAPE ARCHITECT

NO. 342

PROFESSIONAL LANDSCAPE ARCHITECT

License Expires: June 30, 2022

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Monte A. Applegate, ASLA	Date
License Number 342	
Pages or sheets covered by this seal: Sheet C500	

PROFESSIONAL ENGINEER

JON L. HANSON

P15562

IOWA

License Expires: June 30, 2022

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.

Jon L. Hanson, P.E.	Date
License Number P15562	
My License Renewal Date is December 31, 2020	
Pages or sheets covered by this seal: Sheet C100-C400, C600	

PRELIMINARY

4	REVISED AS PER CITY COMMENTS	10/15/20	LMM
3	REVISED AS PER CITY COMMENTS	10/06/20	LMM
2	REVISED AS PER CITY COMMENTS	09/28/20	LMM
1	REVISED AS PER CITY COMMENTS	09/11/20	ZTA
MARK	REVISION	DATE	BY
Engineer: LMM	Checked By: JLH	Scale: 1" = 600'	
Technician: RMM	Date: 08/07/2020	T-R-S: 80N-25W-532	
Project No: 120.0391			Sheet C100

GRIMES DENTAL GROUP

TITLE SHEET

GRIMES, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.



SNYDER & ASSOCIATES

Project No: 120.0391

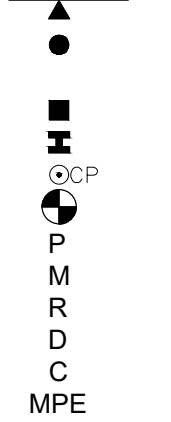
Sheet C100

LEGEND

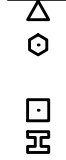
FEATURES

Section Corner
1/2" Rebar, Cap # 11579
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND



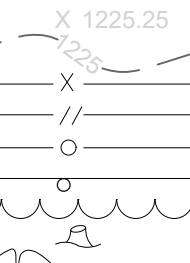
SET



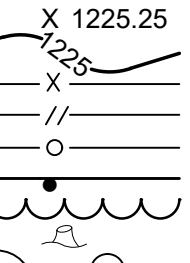
FEATURES

Spot Elevation
Contour Elevation
Fence (Barbed, Field, Hog)
Fence (Chain Link)
Fence (Wood)
Fence (Silt)
Tree Line
Tree Stump

EXISTING



PROPOSED



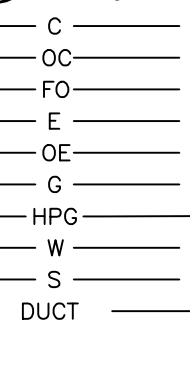
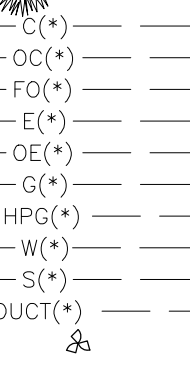
Deciduous Tree \ \ Shrub



Coniferous Tree \ \ Shrub

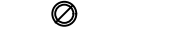


Communication
Overhead Communication
Fiber Optic
Underground Electric
Overhead Electric
Gas Main with Size
High Pressure Gas Main with Size
Water Main with Size
Sanitary Sewer with Size
Duct Bank
Test Hole Location for SUE w/D

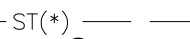


(*) Denotes the survey quality service level for utilities

Sanitary Manhole



Storm Sewer with Size



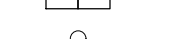
Storm Manhole



Single Storm Sewer Intake



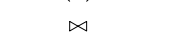
Double Storm Sewer Intake



Fire Hydrant



Fire Hydrant on Building



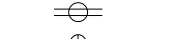
Water Main Valve



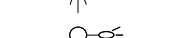
Water Service Valve



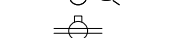
Well



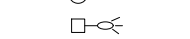
Utility Pole



Guy Anchor



Utility Pole with Light



Utility Pole with Transformer



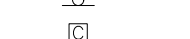
Street Light



Yard Light



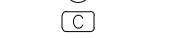
Electric Box



Electric Transformer



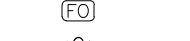
Traffic Sign



Communication Pedestal



Communication Manhole



Communication Handhole



Fiber Optic Manhole



Fiber Optic Handhole



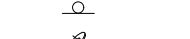
Gas Valve



Gas Manhole



Gas Apparatus



Fence Post or Guard Post



Underground Storage Tank



Above Ground Storage Tank



Sign



Satellite Dish



Mailbox



Sprinkler Head



Irrigation Control Valve



NOTES

- A. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
- B. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2020 SUDAS STANDARD SPECIFICATIONS AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS AND THE SOILS REPORTS PREPARED BY OTHERS.
- C. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
- D. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
- E. NOTIFY OWNER, ENGINEER AND THE CITY OF GRIMES AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
- F. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
- G. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- H. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.
- I. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
- J. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
- K. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES, MINIMUM 8" DEPTH IN THE CITY RIGHT-OF-WAY AND EASEMENTS.
- L. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- M. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
- N. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
- O. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
- P. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, THE CITY OF GRIMES, AND THE OWNER PRIOR TO CONSTRUCTION.
- Q. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.
- R. NO GROUND DISTURBING ACTIVITY WILL BE ALLOWED PRIOR TO ISSUANCE OF AN NPDES GENERAL PERMIT NO. 2, SWPPP AND CITY GRADING PERMIT.
- S. HANDICAPPED ACCESS STALLS SHALL BE SIGNED "NO PARKING" OR OTHERWISE STRIPED TO INDICATE "NO PARKING".
- BB. CONTACT THE CITY OF GRIMES ENGINEERING DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO MAKING CONNECTIONS TO PUBLIC UTILITIES.
- CC. ONCE NOD CONDITIONS OF GENERAL PERMIT 2 ARE MET, THE OWNER SHALL CONDUCT A TOPOGRAPHIC SURVEY OF THE BASIN AND RESTORE FINAL SURFACE GRADES TO DESIGN ELEVATIONS.

UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM THE IOWA ONE CALL DESIGN REQUEST SYSTEM, TICKET NUMBER 552004908.

W1-WATER	US WATER NICK DEARDORFF 515-822-2320
UE1-UNDERGROUND ELECTRIC	MIDAMERICAN ENERGY CRAIG RANFELD 515-252-6632 MECDMSDesignLocates@midamerican.com
G1-GAS MAIN	BLACK HILLS ENERGY GRIMES CHUCK WOODS 515-343-2037 chuck.woods@blackhillscorp.com
FO1-FIBER OPTIC	MIFIBER JACK JONES 515-897-9192 jack@grm.net
CLEAR PER MAP	AUREON NETWORK SERVICES JEFF KLOCKO 515-830-0445 jeff.klocko@aureon.com
CLEAR PER MAP	CENTURYLINK TOM STURMER 720-578-8090 thomas.sturmer@centurylink.com
CLEAR PER MAP	MEDIACOM COMMUNICATIONS PAUL MAY 515-246-2252 pmay@mediacomcc.com

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500	N=7526799.48 E=18483597.05 ELEV=960.66 BURY BOLT ON HYDRANT AT THE NORTHEAST QUADRANT OF NE GATEWAY DRIVE & NE 10TH STREET, NORTHWEST OF SITE.
BM501	N=7527099.95 E=18483596.75 ELEV=961.38 BURY BOLT ON HYDRANT ON THE EAST SIDE OF NE GATEWAY DRIVE 150' NORTH OF BANK ENTRANCE, NORTH OF SITE. (NOT SHOWN ON SURVEY.)

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (AMES-DES MOINES)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP100	N=7526619.24 E=18483592.60 Z=959.52 CUT "X" ON EAST BACK OF CURB OF NE GATEWAY DRIVE 5' WEST OF LIGHT POLE, WEST SIDE OF SITE.
CP101	N=7526739.01 E=18483573.97 Z=959.43 MAG NAIL IN CENTERLINE INTERSECTION OF NE GATEWAY DRIVE & NE 10TH STREET, NORTHWEST CORNER OF SITE.
CP102	N=7526709.94 E=18483997.38 Z=971.87 3/4" PIPE WITH YELLOW PLASTIC CAP, NORTHEAST CORNER OF SITE.
CP103	N=7526475.95 E=18483996.38 Z=965.26 3/4" PIPE WITH YELLOW PLASTIC CAP, SOUTHEAST CORNER OF SITE.
CP104	N=7526475.95 E=18483996.38 Z=965.26 MAG NAIL IN EAST BACK OF CURB OF NE GATEWAY DRIVE 35' SOUTH OF DOUBLE INTAKE, SOUTHWEST CORNER OF SITE.

PROPERTY DESCRIPTION

WEST 193' LOT 9 HERITAGE AT GRIMES COMMERCIAL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

PROPERTY ADDRESS

951 NE GATEWAY DRIVE
CITY OF GRIMES, POLK COUNTY, IOWA

ZONING

R-4 HERITAGE PUD

BULK REGULATIONS

FRONT YARD SETBACK=20'
REAR YARD SETBACK=15'
SIDE YARD SETBACK=0'

PARKING REQUIREMENTS

PROFESSIONAL OFFICE: (3STALL/1000 GFA)
3,346 SF X 3STALLS/1000GFA = 11 STALLS REQUIRED
PROVIDED 33 STALLS (INCLUDING 2 HANDICAPPED ACCESSIBLE STALLS)

CONSTRUCTION SCHEDULE

ACTIVITY	SCHEDULE
EARTHWORK	FALL 2020
FOUNDATION	FALL 2020
UNDERGROUND	FALL 2020/SPRING 2021
PAVEMENT	SPRING 2021
LANDSCAPE/FINISH	SPRING 2021

OPEN SPACE CALCULATIONS

TOTAL LOT AREA = 45,138 SF (1.04 AC)
OPEN SPACE REQUIRED = 11,285 SF (25%)

TOTAL HARD SURFACE (DRIVES, BUILDING, PARKING) = 22,885 SF
TOTAL OPEN SPACE PROVIDED = 22,253 SF (49.0%)

DATE OF SURVEY

JULY 27, 2020

OCCUPANCY

1 DENTIST
6 OFFICE STAFF

GENERAL USE

DENTIST CLINIC

BUILDING DESCRIPTION

AREA: 3,346 SF
HEIGHT: 20'-0"

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. (615.986.4050).
- 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, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- b. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- c. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- d. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- e. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- f. 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 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 & 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.

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH

QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

GRIMES DENTAL GROUP

PROJECT INFORMATION

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 120.0391

Sheet C101

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Sheet C101

Project No: 120.0391

4	REVISED AS PER CITY COMMENTS	10/15/20 LWW
3	REVISED AS PER CITY COMMENTS	10/06/20 LWW
2	REVISED AS PER CITY COMMENTS	09/28/20 LWW
1	REVISED PER CITY COMMENTS	09/11/20 ZTA
MARK	REVISION	BY
Engineer: LWW	Checked By: JH	Scale: 1"=1'
Technician: RMM	Date: 08/07/2020	T-R-S: 80N-25W-S32



3. PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:

- A. 4" WIDE PAINTED PARKING STALL LINES.
- B. PAINTED STATE OF IOWA APPROVED ACCESSIBLE PARKING SYMBOL.
- C. ACCESSIBLE AISLE. 45" STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.
- D. STOP BAR PAVEMENT MARKING.

4. SIGNS, PROVIDE THE FOLLOWING:

- A. PROVIDE POST MOUNTED VAN ACCESSIBLE PARKING SIGNAGE AS PER ICC SECTION A117.1-09 SECTION 502.7 AND ADAAG REQUIREMENTS. SIGN SHALL BE AT LEAST 60 INCHES ABOVE THE FINISHED PARKING SURFACE.
- B. MONUMENT SIGN. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- C. STOP SIGN & POST.

5. SITE AMENITIES, PROVIDE THE FOLLOWING:

- A. TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.

The diagram illustrates the cross-sections of two types of concrete pavement: PCC Pavement and PCC Sidewalk. Above the main sections, a legend defines the patterns used for different materials and depths:

- 8" DEPTH PCC DRIVES:** Represented by a pattern of horizontal dashed lines.
- 7" DEPTH PCC DRIVES:** Represented by a solid gray fill.
- 6" DEPTH PCC DRIVES:** Represented by a pattern of small squares.
- 5" DEPTH PCC PARKING:** Represented by a solid dark gray fill.
- 5" DEPTH PCC SIDEWALK:** Represented by a solid medium gray fill.

PCC PAVEMENT SECTION: This section shows three distinct layers from top to bottom:

- The top layer is labeled "PCC PAVEMENT, SEE PLANS FOR THICKNESS & LOCATIONS" and contains a pattern of small triangles.
- The middle layer is labeled "12" DEPTH PREPARED SUBGRADE" and contains a brick pattern.
- The bottom layer is labeled "2 - 6" LIFTS UNLESS NOTED OTHERWISE" and contains a brick pattern.

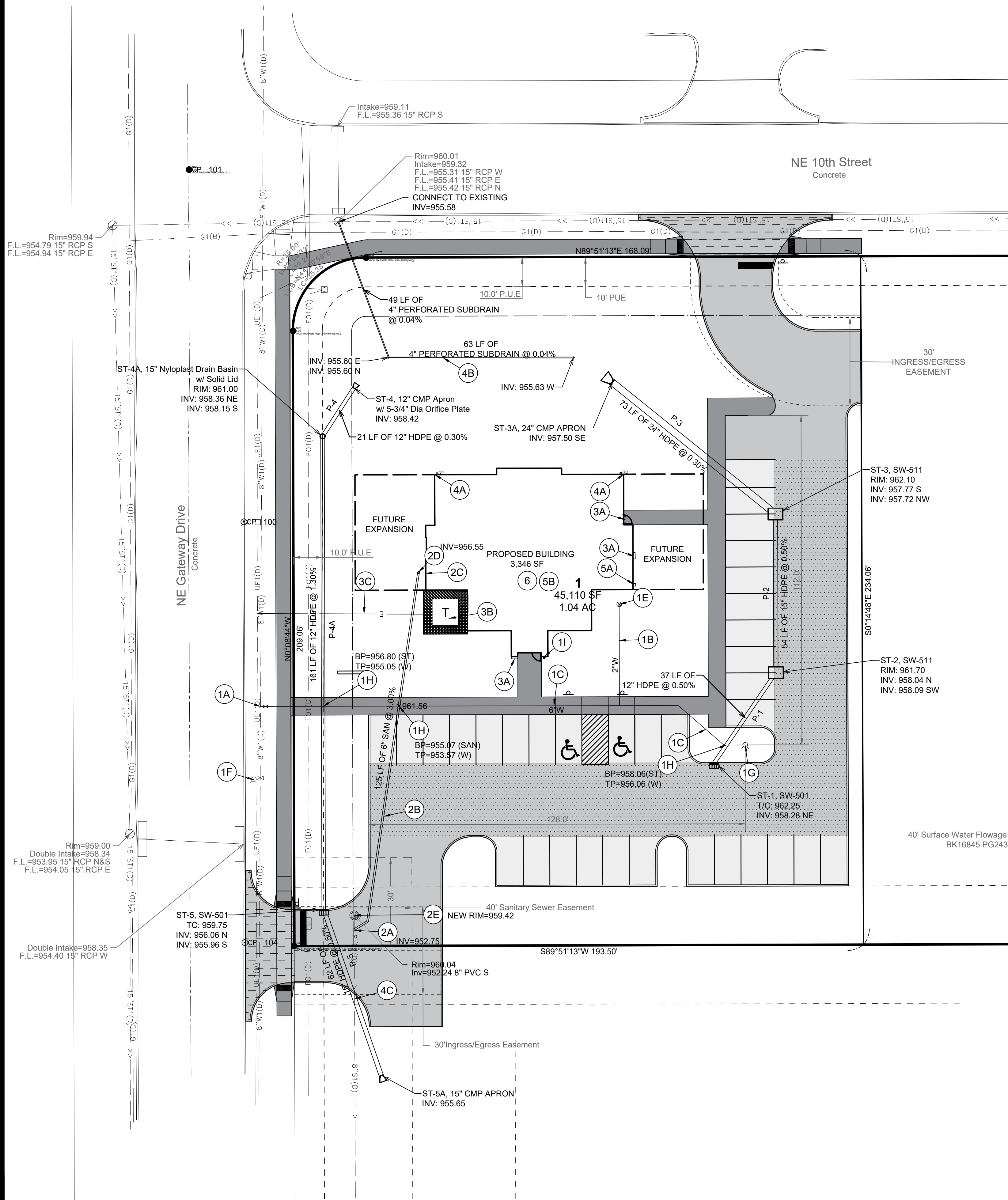
PCC SIDEWALK SECTION: This section shows two distinct layers from top to bottom:

- The top layer is labeled "SIDEWALK PAVEMENT, SEE PLANS FOR THICKNESS & LOCATIONS" and contains a pattern of small triangles.
- The bottom layer is labeled "6" DEPTH PREPARED SUBGRADE" and contains a brick pattern.

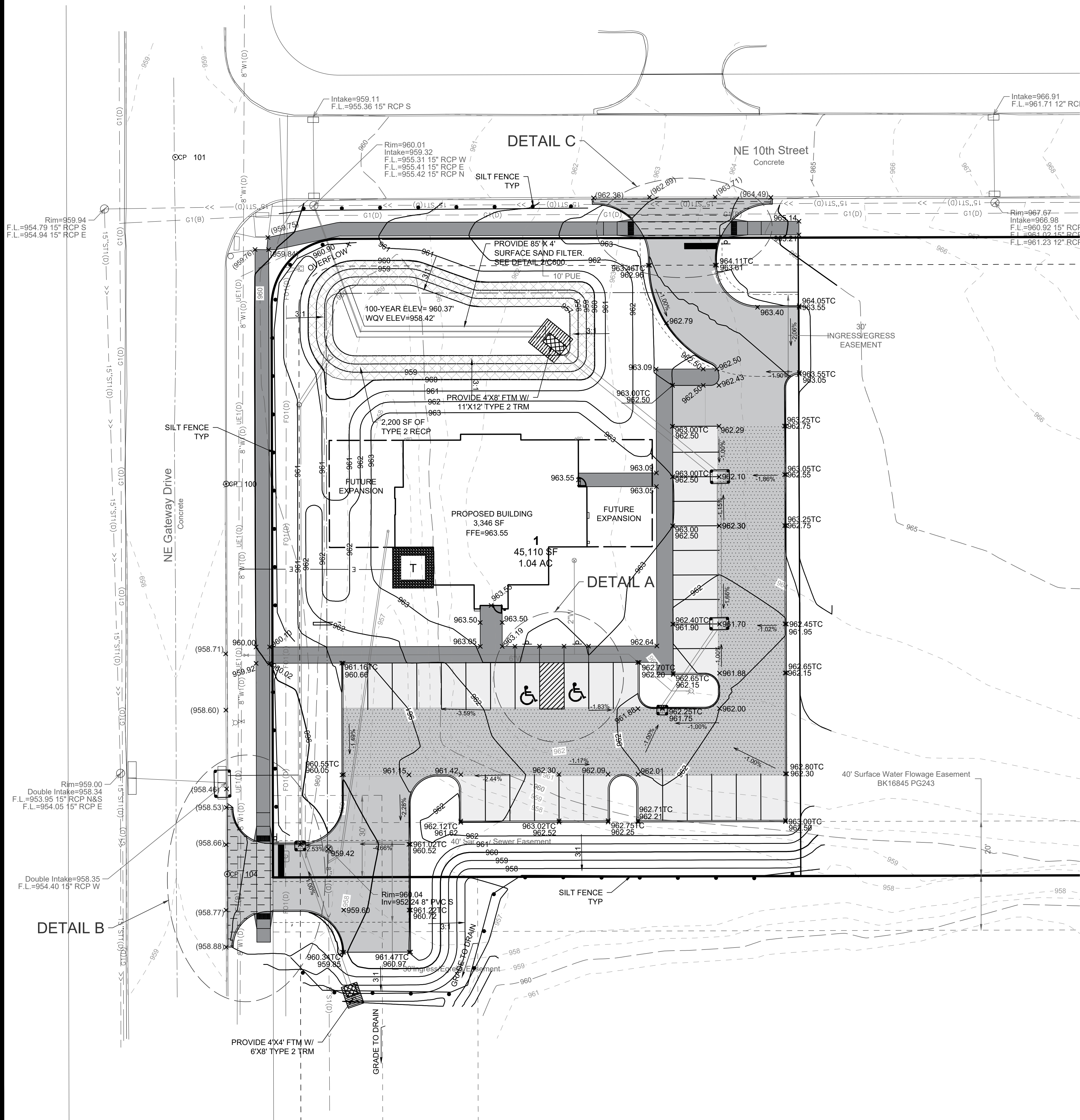
- ① Driveway radius (R).
Residential: 10 foot minimum, 15 foot maximum.
Commercial and industrial: As specified in the contract documents.
- ② Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb across sidewalk.
- ③ Pavement thickness.
Residential: 6 inches minimum.
Commercial and industrial: 8 inches minimum.
- ④ Sidewalk thickness through driveway to match thickness of driveway.
- ⑤ Center reinforcing bar vertically in the pavement.
- ⑥ Match thickness of adjacent roadway, 8 inches minimum.
- ⑦ Provide 'E' joint at back of curb unless 'B' joint is specified.
- ⑧ For alleys, invert the pavement crown 2% toward center of alley.
- ⑨ Target cross slope of 1.5% with a maximum cross slope of 2.0%. If specified in the contract documents, construct the sidewalk through the driveway 5 feet wide to serve as a passing space.
- ⑩ If cross slope of adjacent sidewalk panel exceeds 2.0%, remove and replace to transition from existing sidewalk to sidewalk through driveway. If elevation change is required, curb ramp, comply with Figure 7030.205; verify need for detectable warning panel with Engineer.



\\p0585262\cadd\120391\120391.dwg, 11/14/2019, 11:47:24 AM, INSTALLED BY: S. J. Z. (R. 955)



PROJECT: GRIMES DENTAL GROUP, 2727 S.W. SNYDER BLVD, ANKENY, IOWA 50023
DATE: 08/07/2020
DRAWN BY: JH
CHECKED BY: JH
SCALE: 1"=20'
T-R-S: 80N-25W-532

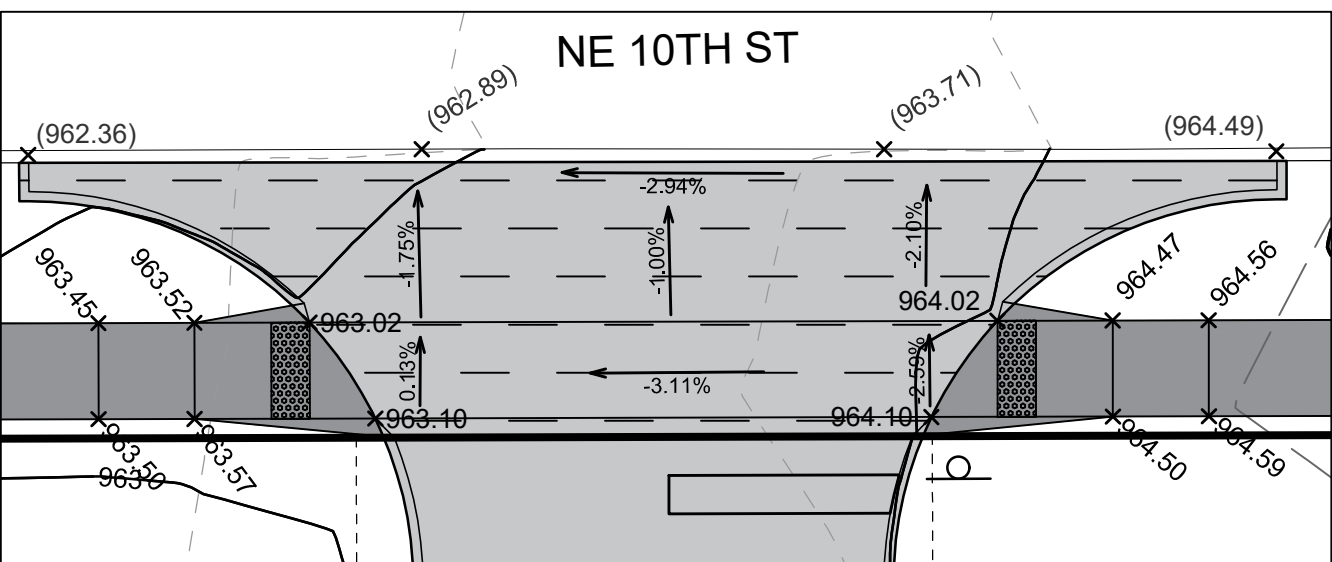
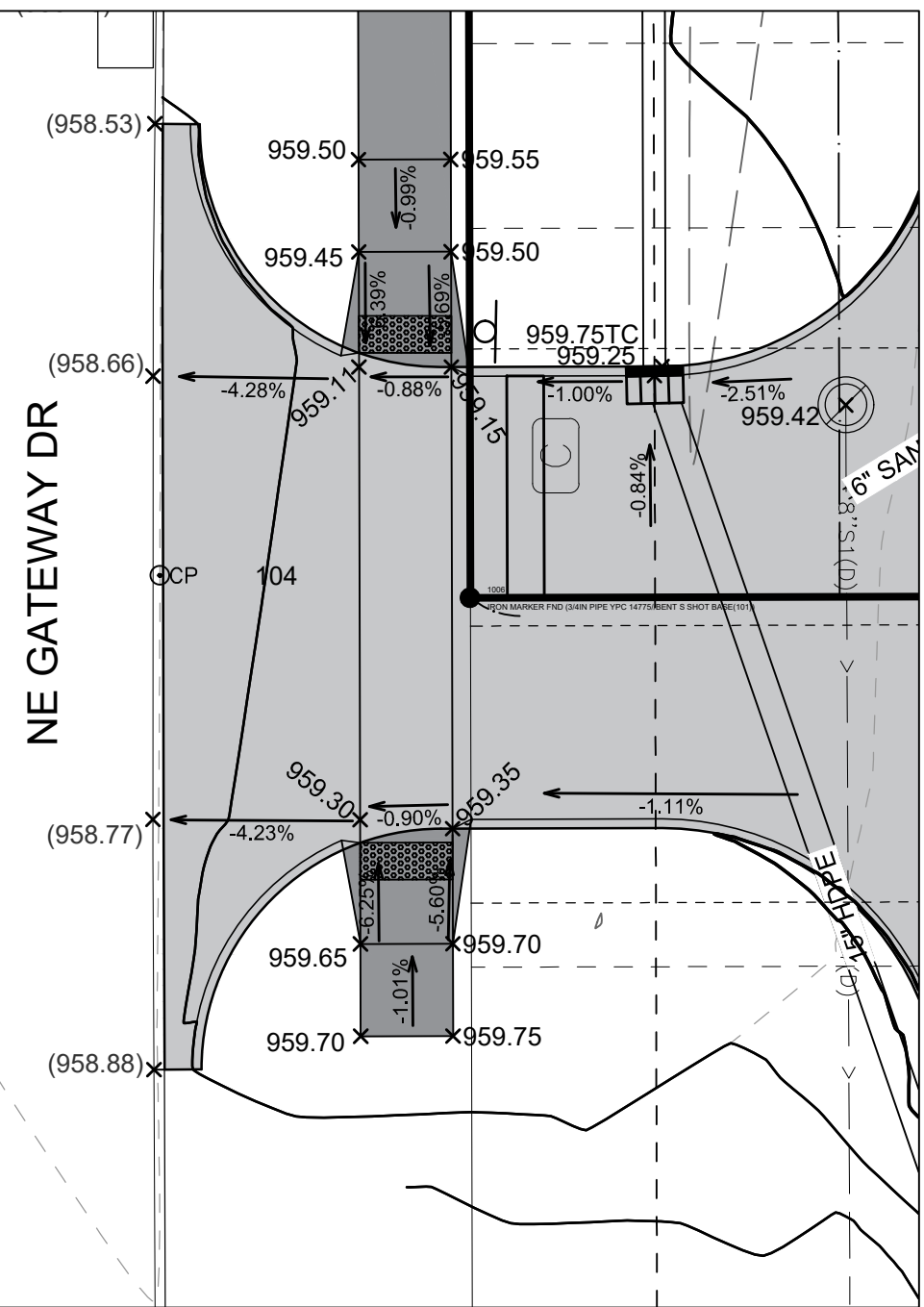
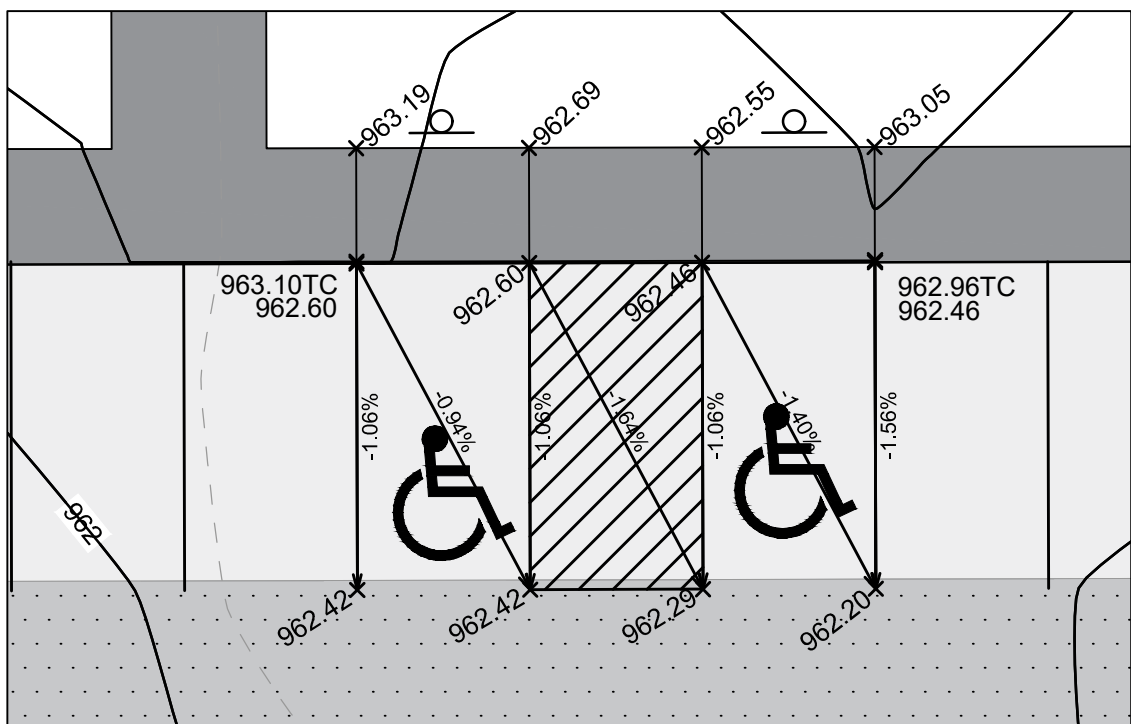


GRADING NOTES

- CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
- ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
- ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
- EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
- PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.

QUANTITIES

SEEDING AND MULCHING 0.50 AC.
SILT FENCE 369 LF.
BELOW GRADE INLET PROTECTION 4 EA.



GRIMES DENTAL GROUP

GRADING AND EROSION CONTROL PLAN

SNYDER & ASSOCIATES, INC.



Project No: 120.0391

Sheet C400

GRIMES, IOWA

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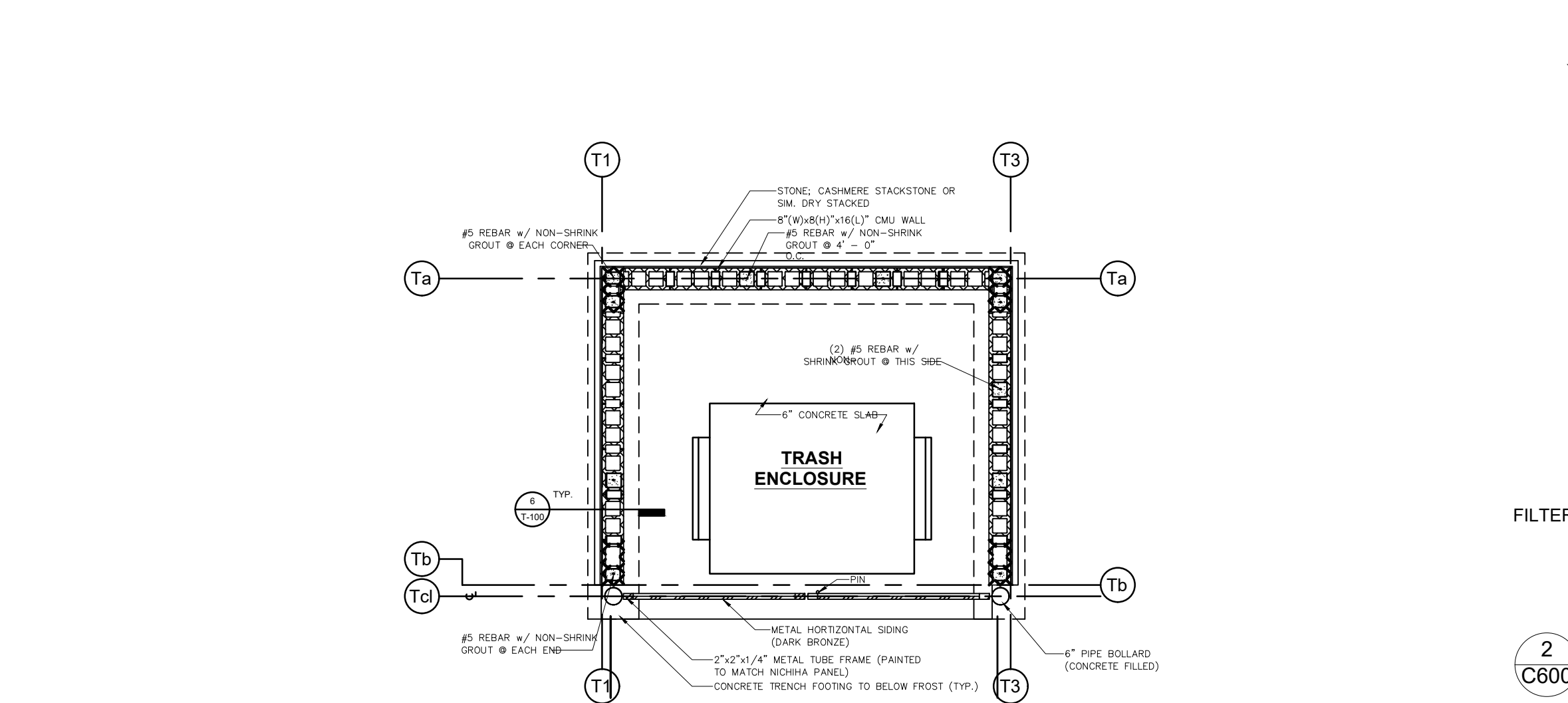
Project No: 120.0391

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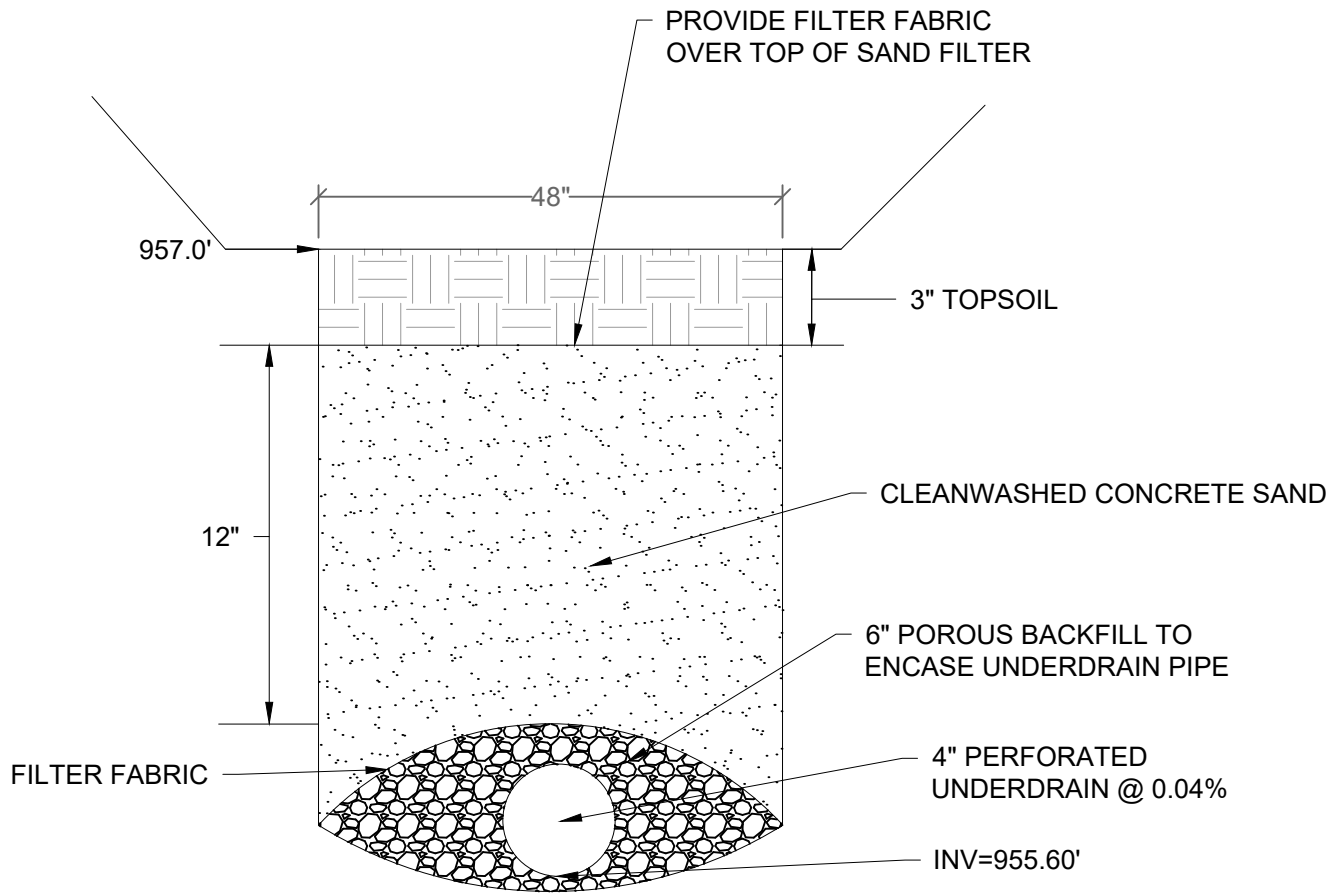


Sheet C500

D:\projects\2020\120.0391 - TRIT Lowj CRENIA WASHOUT - SITE DETAILS - 2020\10\16 - 11:13 AM - AWS FULL BLEED D:\34.00\X 22.00 INCHES



2
C600
SAND FILTER DETAIL
REFERENCE: IOWA STORM MANAGEMENT MANUAL FIG. C6-S1-1
NOT TO SCALE



POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

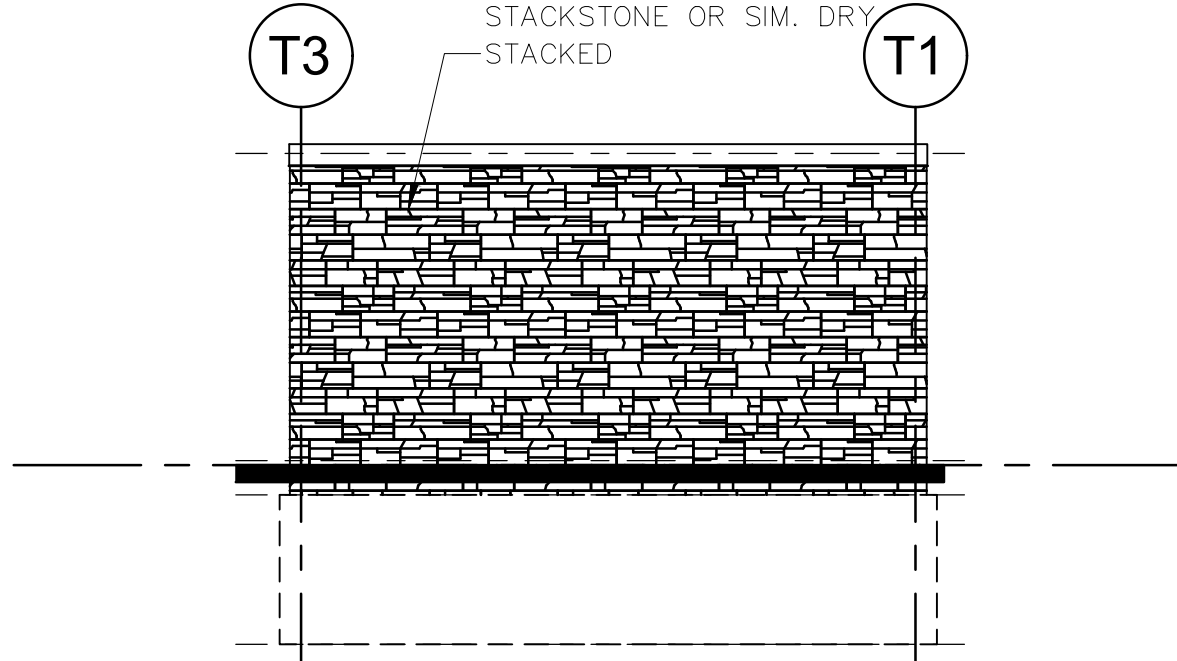
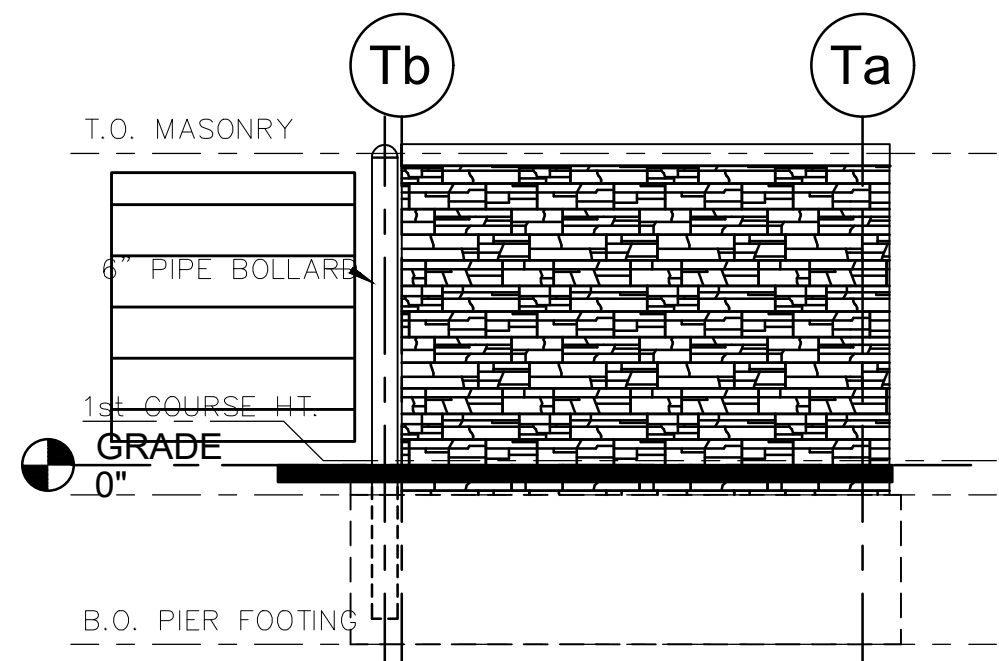
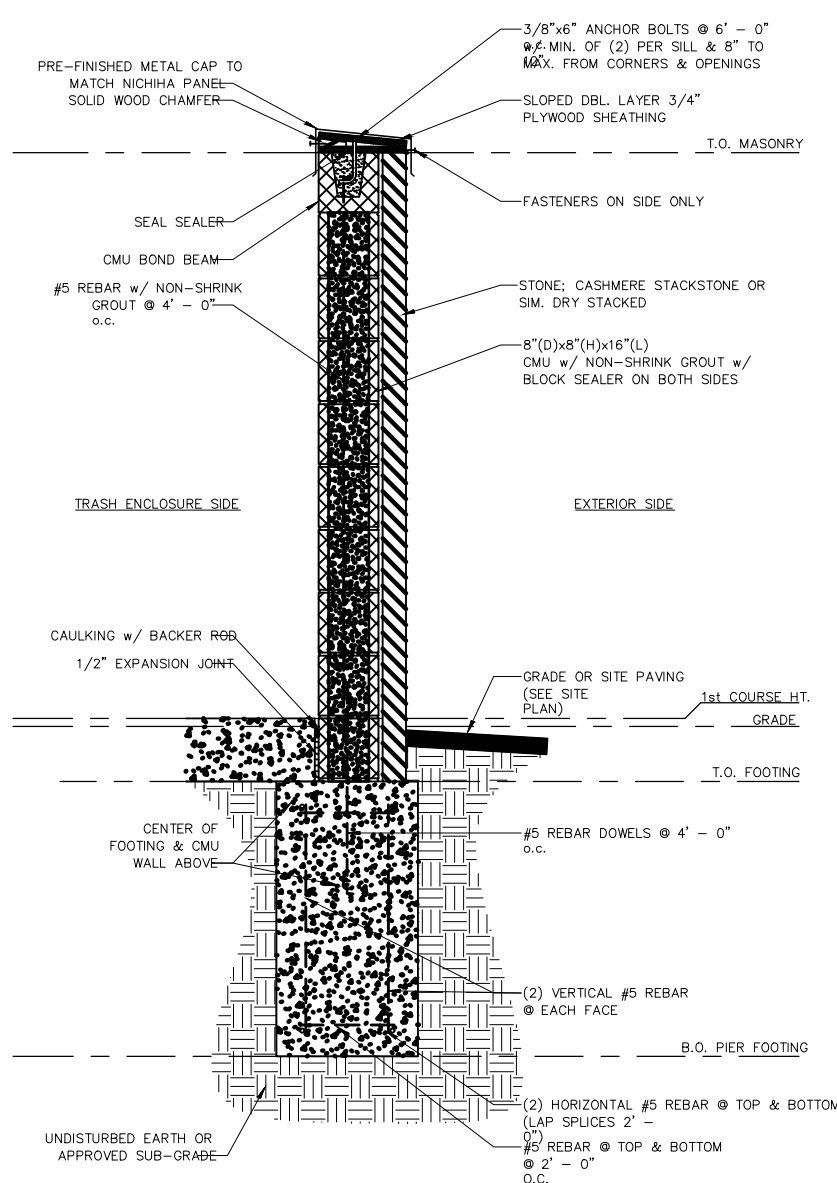
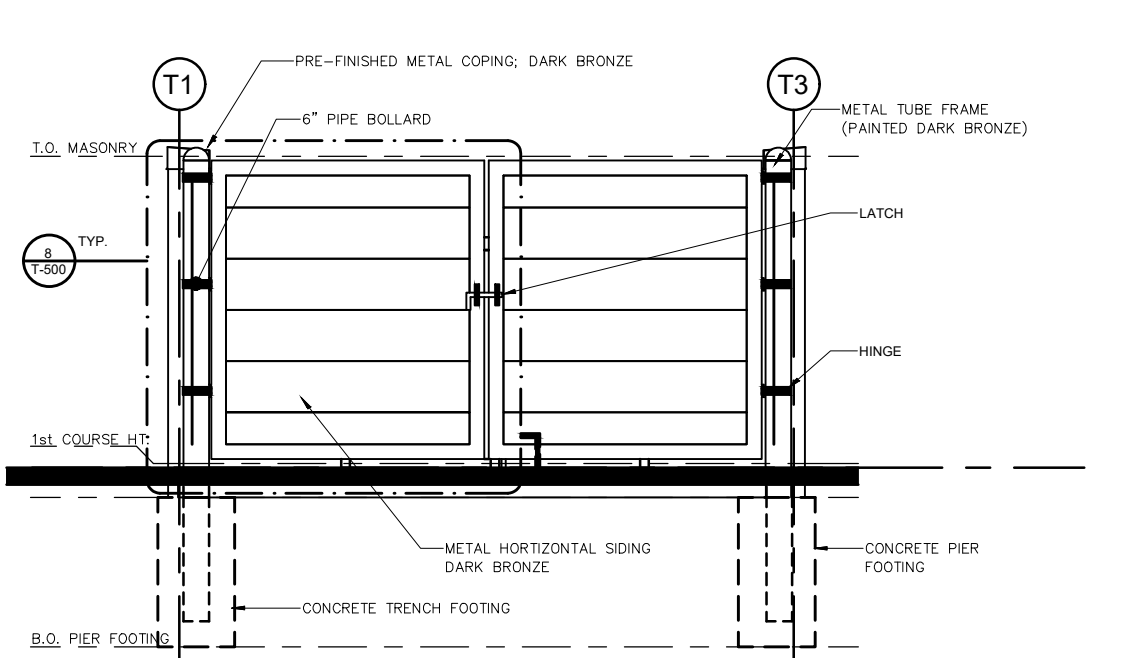
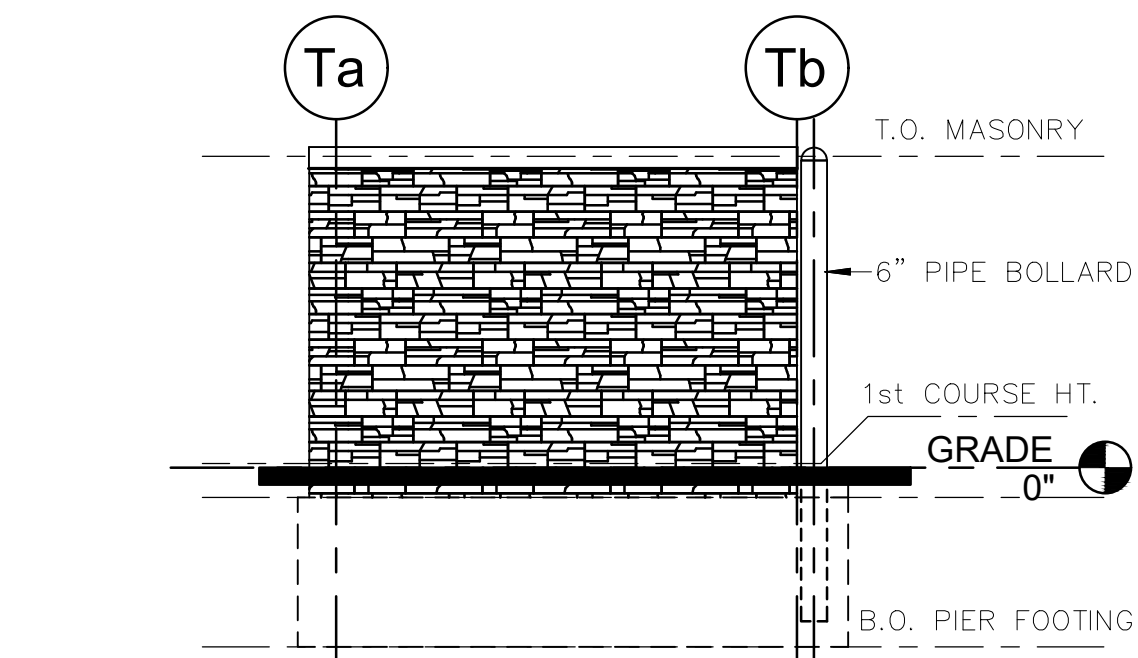
- CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
- DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

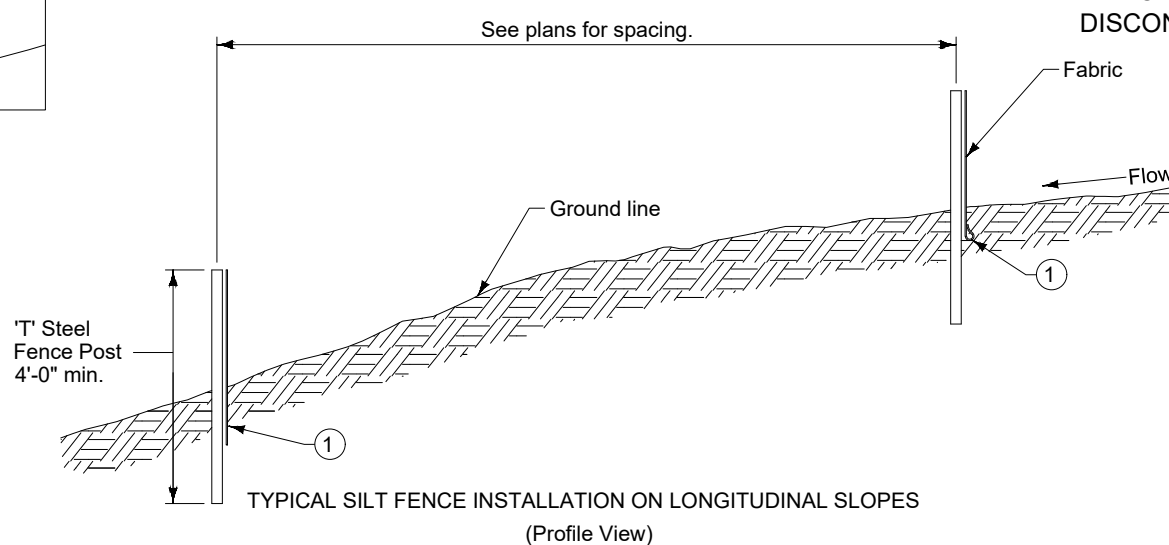
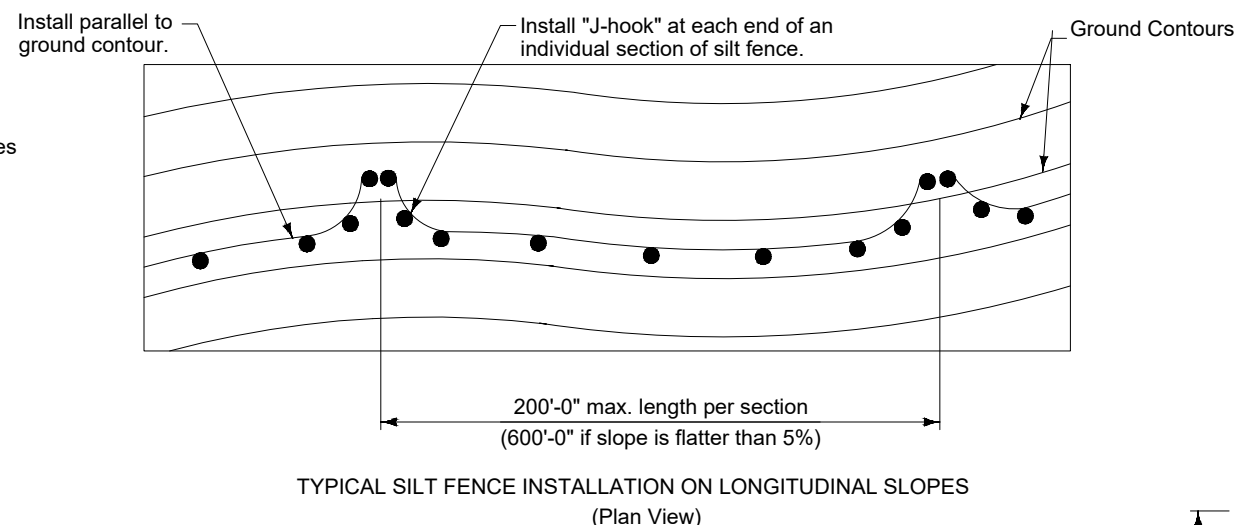
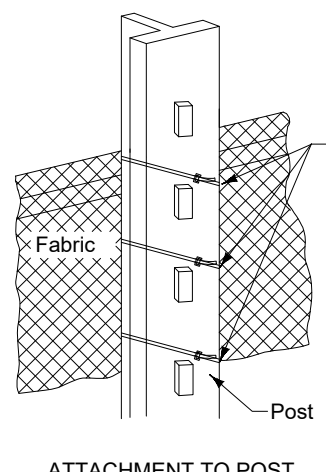
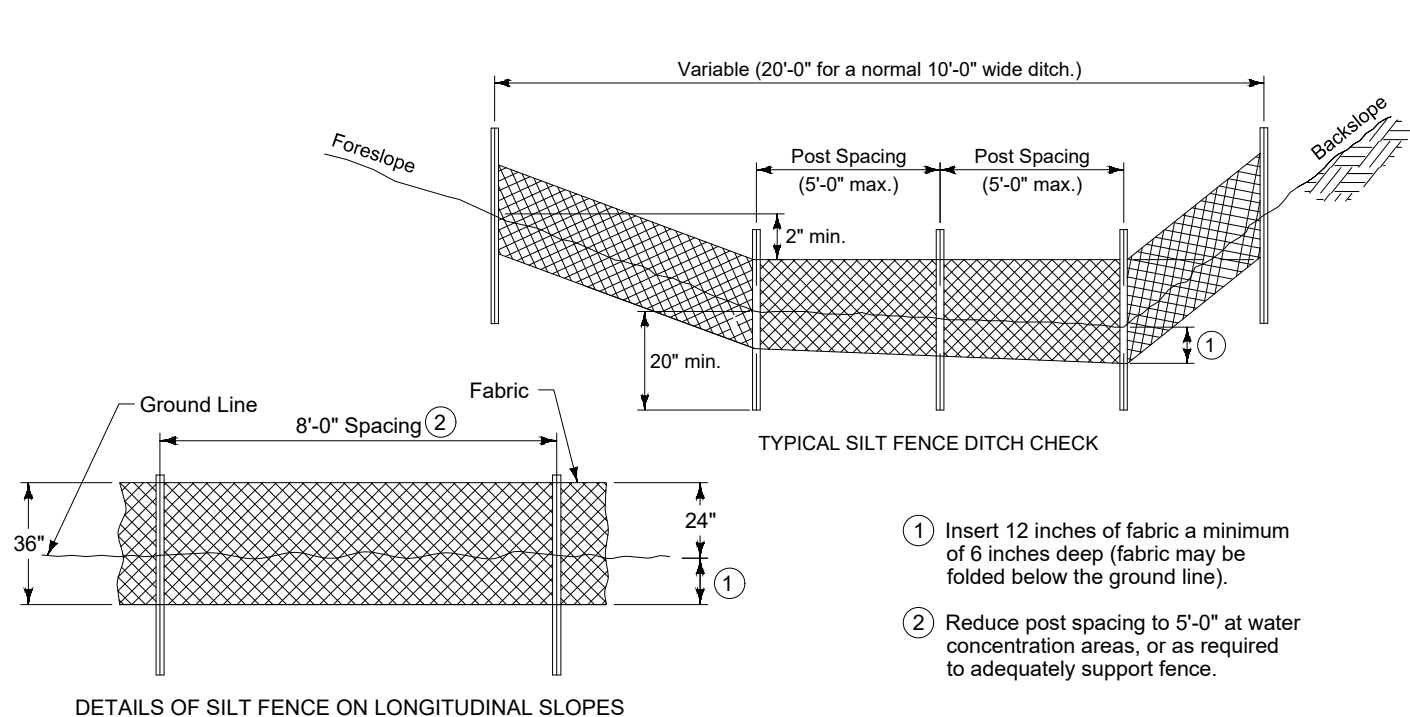
- THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
- A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN

- THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
- THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
- THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:
 - UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
 - INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
 - PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
 - MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
 - INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
 - PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
 - INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
 - RESPREAD A MINIMUM OF 6 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
 - STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
 - COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
 - REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".



1
C600
TRASH ENCLOSURE DETAIL
NOT TO SCALE



SILT FENCE

GRIMES DENTAL GROUP

SITE DETAILS



Project No: 120.0391

Sheet C600

GRIMES, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
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SNYDER & ASSOCIATES, INC. |

4	REVISED AS PER CITY COMMENTS	10/15/20 LMM
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MARK	REVISION	DATE
	Checked By: JH	Scale: 1"=1'
	Engineer: LMM	Date: 08/07/2020
	Technician: RMM	T-R-S: 80N-25V-532
Project No: 120.0391		
Sheet C600		

EXTERIOR MATERIAL SCHEDULE									
ELEVATION	MATERIAL AREA TOTAL SF.	NATURAL STONE SF	NATURAL STONE PERCENT	ARCH. WALL PANEL	ARCH WALL PANEL PERCENT	TRIM SF	TRIM PRECENT	GLAZING SF.	GLAZING PERCENT
FRONT ELEVATION	1173	487	41%	295	25%	156	14%	236	20%
RIGHT ELEVATION	1091	528	48%	286	26%	129	12%	148	14%
LEFT ELEVATION	1091	508	47%	232	21%	129	12%	222	20%
BACK ELEVATION	1031	343	33%	342	33%	119	12%	227	22%

MATERIAL LEGEND	
MARK	MATERIAL DESCRIPTION
COP	METAL COPING: PRE-FINISHED DARK BRONZE
PNL	PBR CEMENT PANEL: NICHIAK ROUGH SAW, TOBACCO W/ 5/8"CLIP SYSTEM
SF	STOREFRONT: DARK BRONZE FRAME W/ CLEAR GLAZING
STN	STONE: GLEN GARY: LANDMARK COLLECTION; MANUFACTURED STONE: DRY STACKED; COLOR: CASHMERE

SLOPED ROOF PERCENT			
ROOF	SLOPE	SQUARE FOOTAGE	% OF ROOF SLOPED OVER 1.5 DEG.
MAIN BUILDING	2.39 DEG.	3,371 SF	100 %
TOWER	4.76 DEG.	505 SF	100 %

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DOWNING CONSTRUCTION INC.

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PROHIBITED!



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Indianola, Iowa 50125
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f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

GRIMES DENTAL GROUP

PLAT 2 LOT 9
GRIMES, IOWA

CONSTRUCTION DOCUMENT SET - PLANS FOR CONSTRUCTION

DRAWN BY: TRB

ORIGINAL
CONSTRUCTION DOCUMENT
02/20/20

REVISIONS

08/10/2020 PERMIT SET
08/20/2020 ADM-1
09/02/2020 ADM-2
09/14/2020 PERMIT SET
10/05/2020 P&Z
--/--/----

PLAN NO. = 19-069

DWG. LIST
COLOR ELEVATIONS

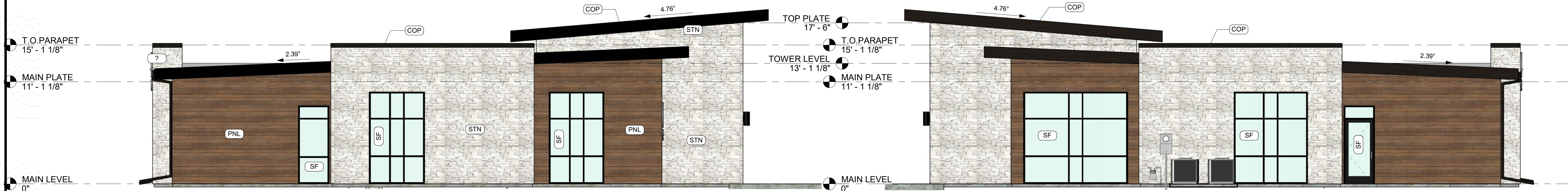
SHEET NO.

A-201



COLOR - REAR ELEVATION

SCALE: 3/16" = 1'-0"



COLOR - RIGHT ELEVATION

SCALE: 3/16" = 1'-0"

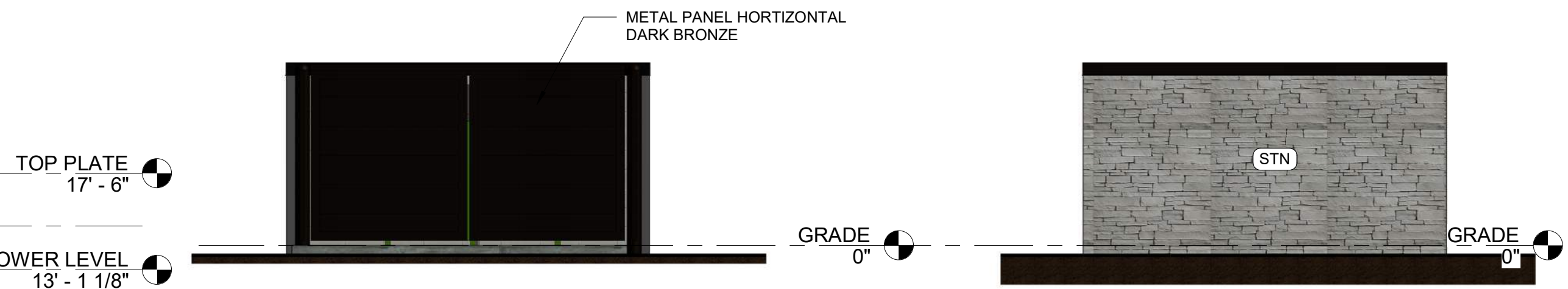
COLOR - LEFT ELEVATION

SCALE: 3/16" = 1'-0"



COLOR - FRONT ELEVATION

SCALE: 3/16" = 1'-0"

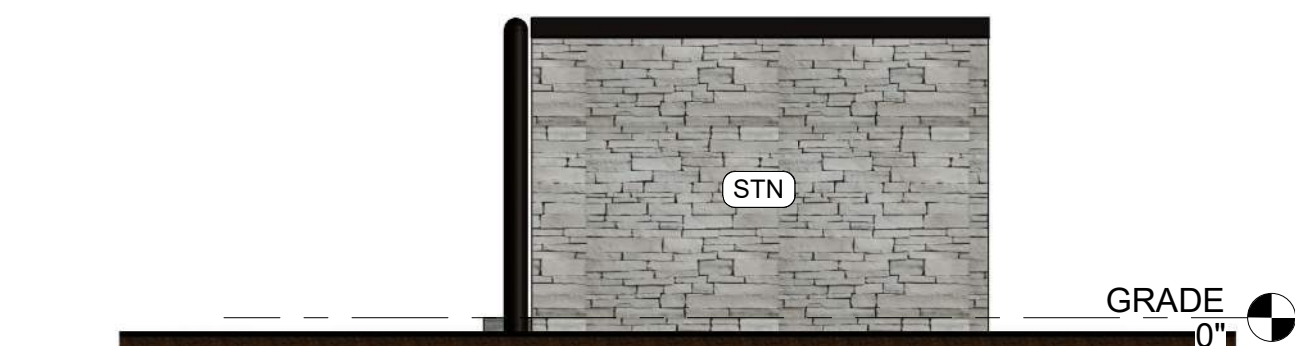


T.E. FRONT ELEVATION

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

T.E. BACK ELEVATION

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



T.E. SIDE ELEVATION

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



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Destination Market Plat 5 – Preliminary Plat

SYNOPSIS:

The applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the property. The proposed preliminary plat will provide for two development lots at the northwest corner of E 1st Street and NE Destination Drive.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat – May 2018

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 10/06/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Preliminary Plat for Destination Market Plat 5, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: October 6, 2020
RE: Destination Market Plat 5 – Preliminary Plat

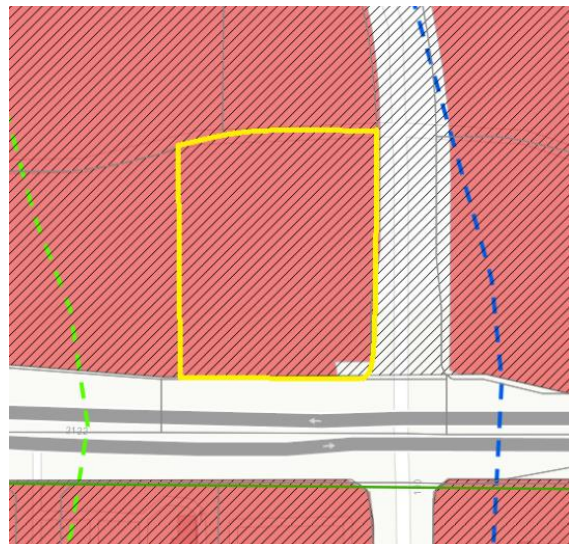
GENERAL INFORMATION:

Applicant:	Mark Hanrahan
Requested Action	Site Plan
Location	2255 E 1 st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Commercial	C-2
North	Menards	General Commercial	C-2
South	Retail	General Commercial	C-2
East	Kwik Star	General Commercial	C-2
West	Vacant	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the property. The proposed preliminary plat will provide for two development lots.

ANALYSIS:

The concept layout is shown on the preliminary plat. The site can be accessed from three driveways. Access off of NE Destination Drive and E 1st Street will be right in/right out only. The driveway off of NE Telkay Lane will be full access. Pedestrian access will be provided along E 1st Street, NE Destination Drive, and Telkay Lane. Sanitary and water service will connect to the existing lines that run along NE Telkay Lane.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Destination Market Plat 5, 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

September 4, 2020

September 21, 2020

October 16, 2020

Civil Design Advantage

Attn: Doug Mandernach

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Destination Market Plat 5 – Preliminary Plat

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Preliminary Plat for the Destination Market Plat 5. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Please provide a separate preliminary plat document with sheets for lot layout, grading, utilities, public improvements and concept plan.~~
- ~~2. Please provide a concept plan for both lots with location of landscape buffers shown.~~
- ~~3. Please provide information as listed on the preliminary plat application.~~
4. Label dimension of south property line of Lot 1 and 2.

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: September 28, 2020
(1 PDF of Preliminary Plat)

PLANNING & ZONING: October 6, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: October 27, 2020 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

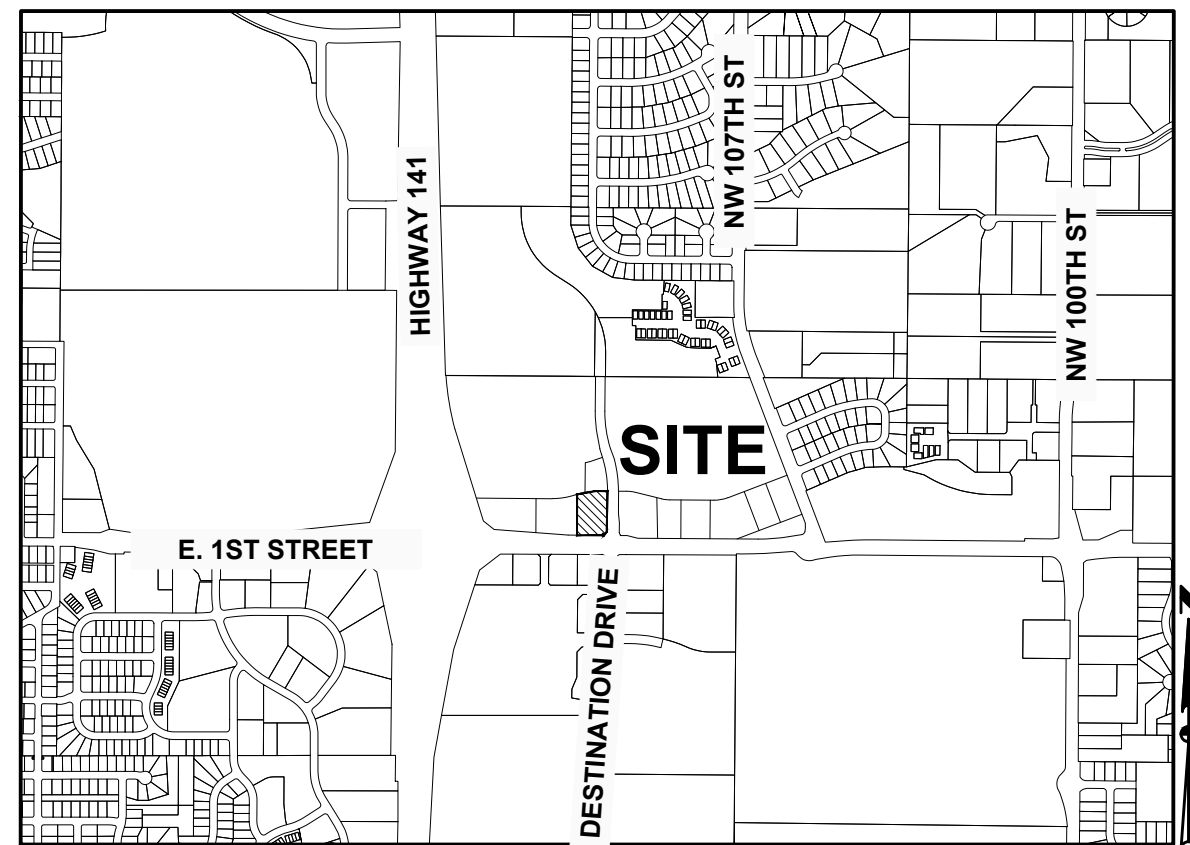
PRELIMINARY PLAT FOR:

DESTINATION MARKET PLAT 5

GRIMES, IOWA

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

OWNER/APPLICANT

DESTINATION MARKET LLC
3737 WOODLAND AVE STE 100
WEST DES MOINES, IA 50266
CONTACT: MARK HANRAHAN
EMAIL: MHANRAHAN@OWACA.COM
PH: (515) 309-4002

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

DATE OF SURVEY

MARCH 30, 2020

BENCHMARKS

- CAP BOLT ON HYDRANT SW CORNER OF N 5TH STREET & N LITTLE BEAVER DRIVE.
ELEVATION=925.98
- BURY BOLT ON HYDRANT SW CORNER OF NE TELKAY LN AND NE DESTINATION DR.
ELEVATION=985.28

SUBMITTAL DATES

FIRST SUBMITTAL: 08/5/2020
SECOND SUBMITTAL: 09/14/2020
THIRD SUBMITTAL: 09/23/2020

LEGAL DESCRIPTION

LOT 2, DESTINATION MARKET PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

ZONING

ZONING: C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT WITHIN
TRANSPORTATION OVERLAY DISTRICT

PROJECT SITE ADDRESS

2255 E 1ST STREET
GRIMES, IA 50111

PROPOSED USE

RESTAURANT AND COFFEE SHOP

DEVELOPMENT SUMMARY

ZONING: C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT WITHIN
TRANSPORTATION OVERLAY DISTRICT

SETBACKS:

FRONT: 25 FEET
SIDE: NONE
REAR: 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BE LESS THAN 10 FEET

LOT 1

AREA: 1.12 ACRES (48,739 SF)

OPEN SPACE CALCULATION:

OPEN SPACE REQUIRED = 4,874 SF (10.00%)

TOTAL SITE: = 48,739 (1.12 AC.)
BUILDING = 2,233 SF
PARKING AREAS = 24,419 SF
STREET = 3,283 SF
SIDEWALK/PATIO = 3,376 SF
OPEN SPACE PROVIDED = 15,428 SF (31.65%)

PARKING:

RESTAURANTS: 10 SPACES/1,000 GFA.

RESTAURANT-STORAGE=NET AREA
(2233/1000)X101 = 23 SPACES
TOTAL PROVIDED = 33 SPACES

ACCESSIBLE SPACES:

TOTAL REQUIRED = 2 SPACES
TOTAL PROVIDED = 2 SPACES

LOT 2

AREA: 1.13 ACRES (49,387 SF)

OPEN SPACE CALCULATION:

OPEN SPACE REQUIRED = 4,939 SF (10.00%)

TOTAL SITE: = 49,387 (1.13 AC.)
DRIVEWAYS = 13,082 SF
STREET = 2,745 SF
OPEN SPACE PROVIDED = 33,560 SF (67.95%)

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SEPTEMBER 2020
ANTICIPATED FINISH DATE = MARCH 2021

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	TOPOGRAPHIC SURVEY AND DEMOLITION PLAN
3	DIMENSION PLAN
4	GRADING PLAN
5	EROSION AND SEDIMENT CONTROL PLAN
6	UTILITY PLAN



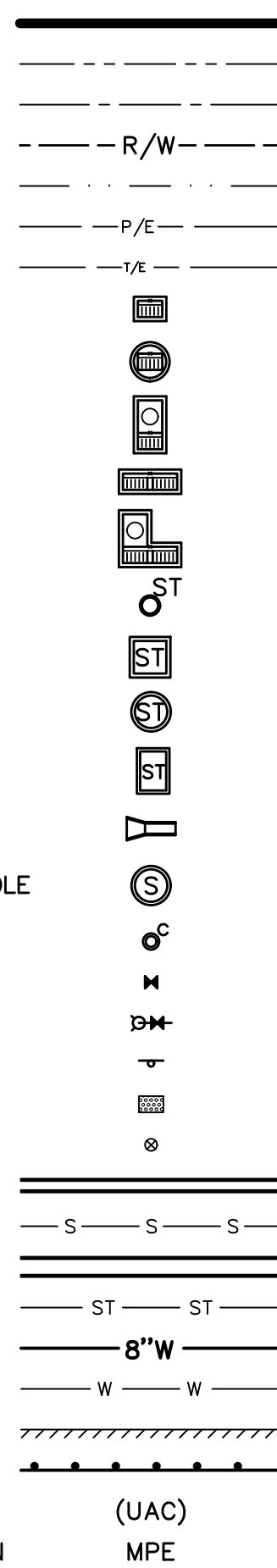
UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

GENERAL LEGEND

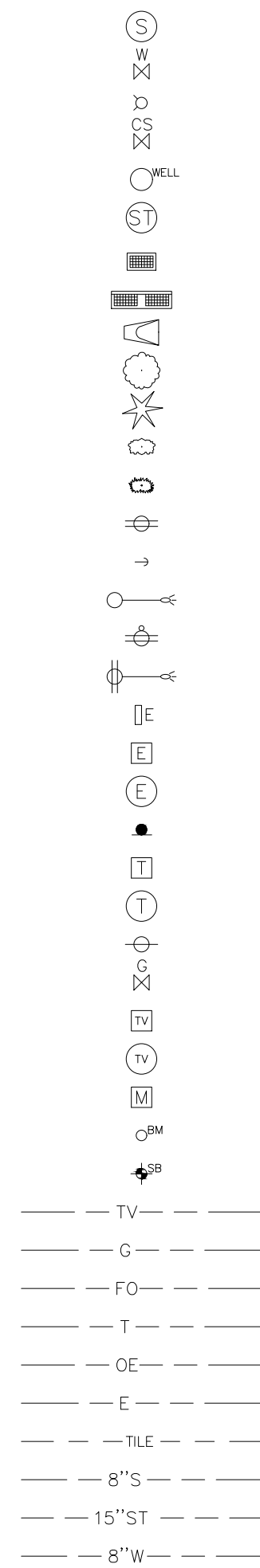
PROPOSED

PROPERTY BOUNDARY
SECTION LINE
CENTER LINE
RIGHT OF WAY
BUILDING SETBACK
PERMANENT EASEMENT
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
SANITARY SERVICE
STORM SEWER
STORM SERVICE
WATERMAIN WITH SIZE
WATER SERVICE
SAWCUT (FULL DEPTH)
SILT FENCE
USE AS CONSTRUCTED
MINIMUM PROTECTION ELEVATION



EXISTING

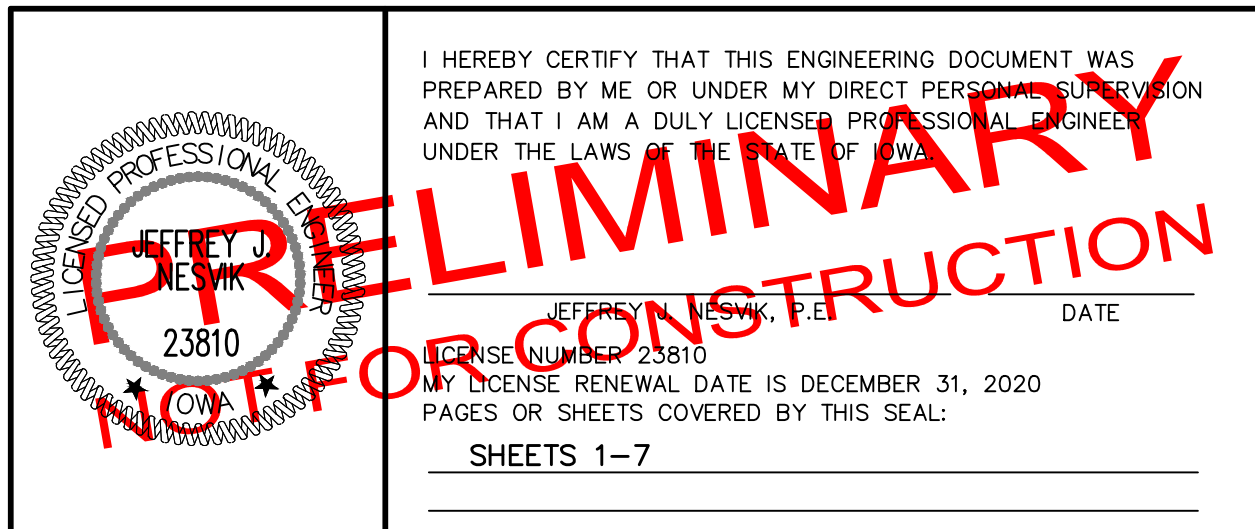
SANITARY MANHOLE
WATER VALVE BOX
FIRE HYDRANT
WATER CURB STOP
WELL
STORM SEWER MANHOLE
STORM SEWER SINGLE INTAKE
STORM SEWER DOUBLE INTAKE
FLARED END SECTION
DECIDUOUS TREE
CONIFEROUS TREE
DECIDUOUS SHRUB
CONIFEROUS SHRUB
ELECTRIC POWER POLE
GUY ANCHOR
STREET LIGHT
POWER POLE W/ TRANSFORMER
UTILITY POLE 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
GAS MAIN
FIBER OPTIC
UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE



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.





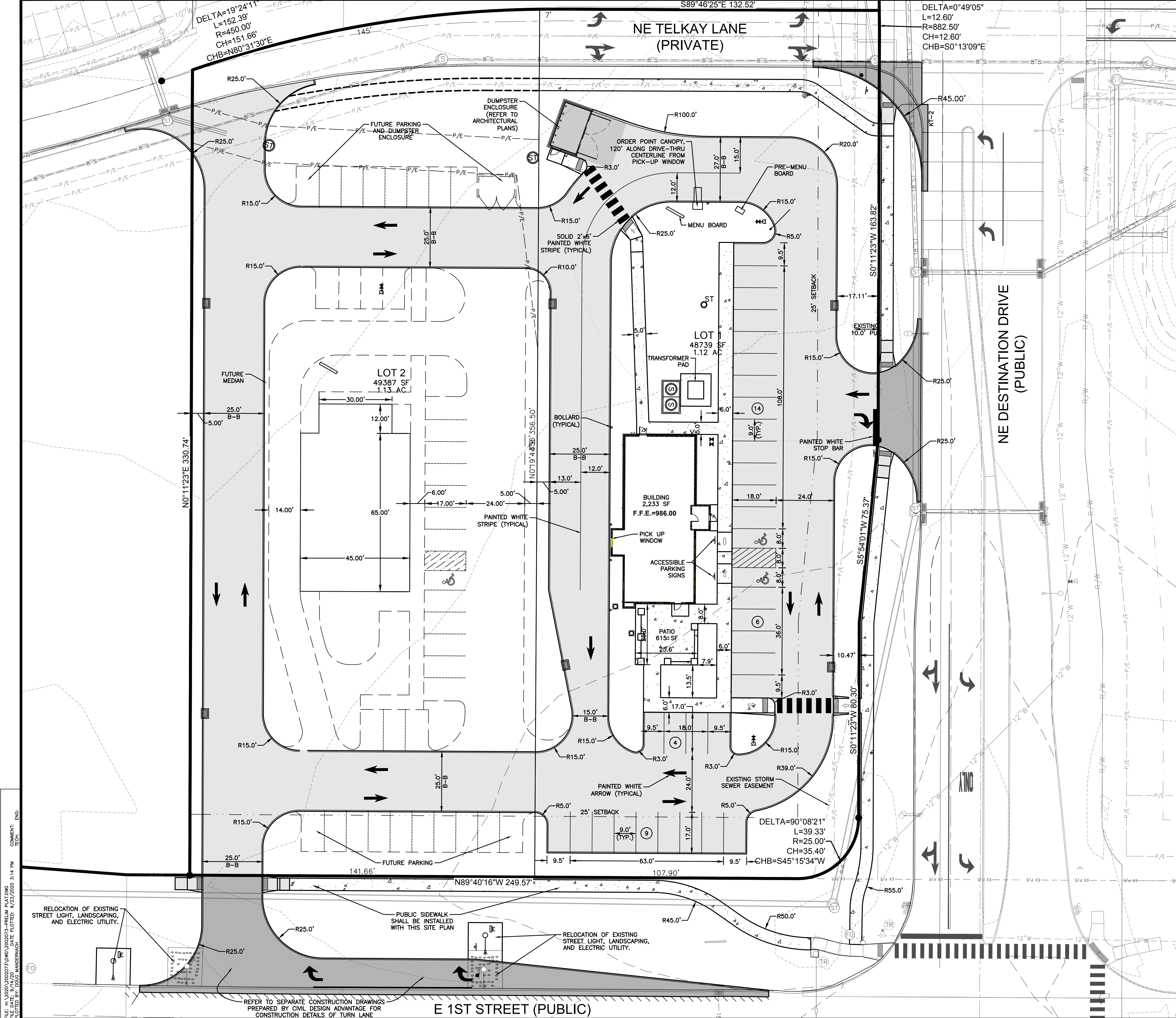
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1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC SIGNS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM 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 REMOVED 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 SHALL NOT REMOVE OR DESTROY ANY EXISTING SIDEWALK 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.

GRIMES, IOWA

2 / 6
2002.073
GA



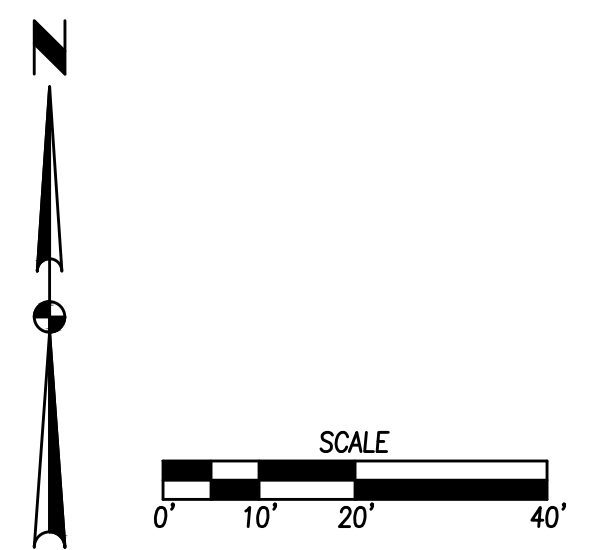
- ### GENERAL NOTES
1. THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
 2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
 3. ALL WORK SHALL BE 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 UTILTY 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'S 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'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
 18. ALL SCOUR STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SCOUR STOP PRODUCT SPECIFICATIONS.
 19. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

PAVEMENT THICKNESS

1. SIDEWALKS	4" P.C.C.
2. SIDEWALK CURB RAMPS	6" P.C.C.
3. STANDARD DUTY PAVING	6" P.C.C.
4. TRASH ENCLOSURE	8" P.C.C.
5. RIGHT-OF-WAY (DESTINATION)	8" P.C.C.
5. RIGHT-OF-WAY (1ST STREET)	9.5" P.C.C.

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, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
 - b. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
 - c. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
 - d. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
 - e. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
 - f. 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 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 & 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.



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COMMENTS: ENDS
DATE: 9/23/2020 3:14 PM
PLOTTER: HP PLOTTER
PLOTTER: HP PLOTTER



DATE: 9-23-2020
3RD SUBMITTAL 9-14-2020
2ND SUBMITTAL 8-5-2020
1ST SUBMITTAL

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

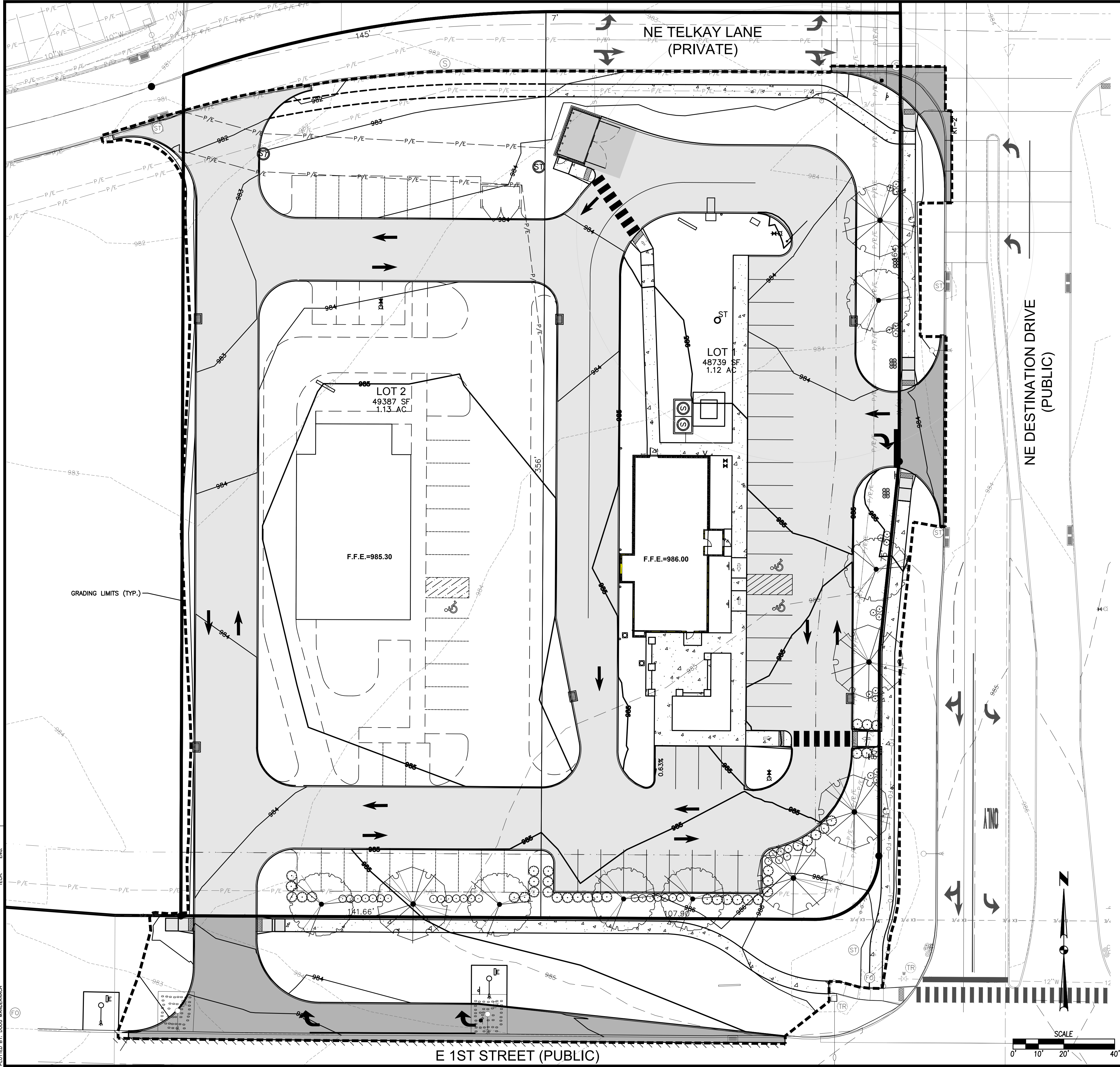
CIVIL DESIGN ADVANTAGE
ENGINEER: JJN
TECH: DAM

DESTINATION MARKET PLAT 5
PRELIMINARY PLAT
DIMENSION PLAN

3/6
2002.073



FILE: H:\2020\20202023\W06\20202023-PRELIM PLAT.DWG
COMMENTS: PRELIM PLAT
DATE PLOTTED: 9/23/2020 3:14 PM
PLOTTER: HP PLOTTER
PLOTTER: HP PLOTTER



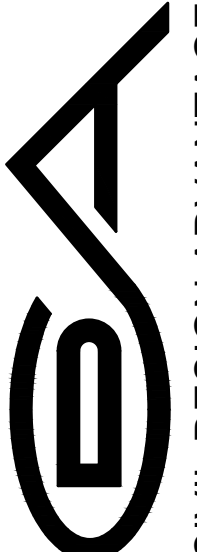
GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS:
 - MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS.
 - ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.

DESTINATION MARKET PLAT 5
PRELIMINARY PLAT
GRADING PLAN

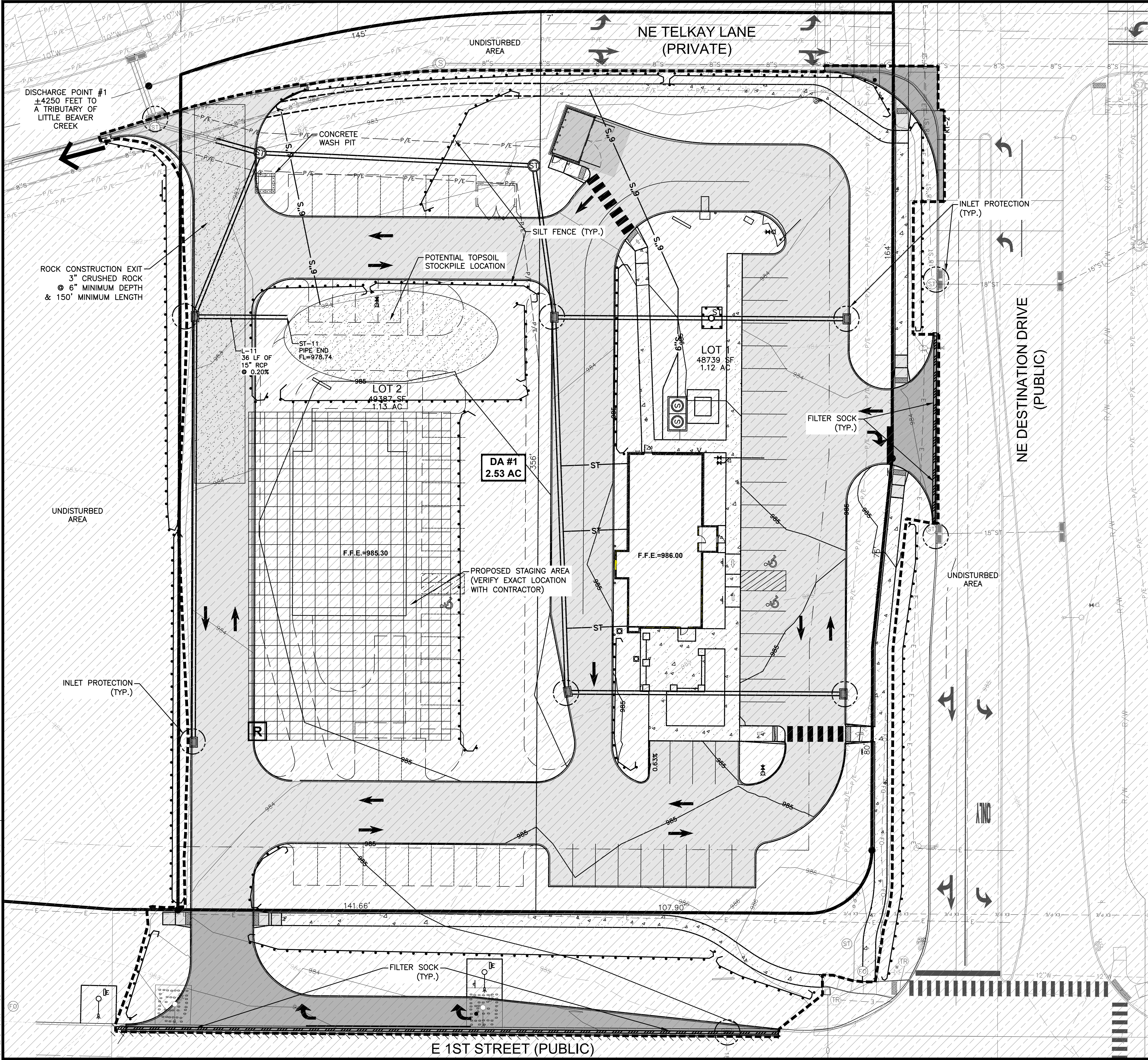
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2002.073

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

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

DATE	REVISIONS
9-23-2020	3RD SUBMITTAL
9-14-2020	2ND SUBMITTAL
8-5-2020	1ST SUBMITTAL



EROSION CONTROL NOTES

1. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS OF THE SWPPP AND LOCAL, STATE AND FEDERAL REQUIREMENTS. THE OWNER SHALL EMPLOY A SEPARATE FIRM TO PROVIDE SWPPP MONITORING AND UPDATES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE SELECTED FIRM.
2. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO SUDAS CHAPTER 7 EROSION AND SEDIMENT CONTROL.

SWPPP LEGEND

DRAINAGE ARROW	X.XX %	AREA TO BE SEED	
GRADING LIMITS		STRAW MAT	
FILTER SOCK		UNDISTURBED AREA	
SILT FENCE		RIP-RAP	
INLET PROTECTION		GRAVEL ENTRANCE	
PORTABLE RESTROOM	R	STAGING AREA	
CONCRETE WASHOUT PIT			

STABILIZATION QUANTITIES

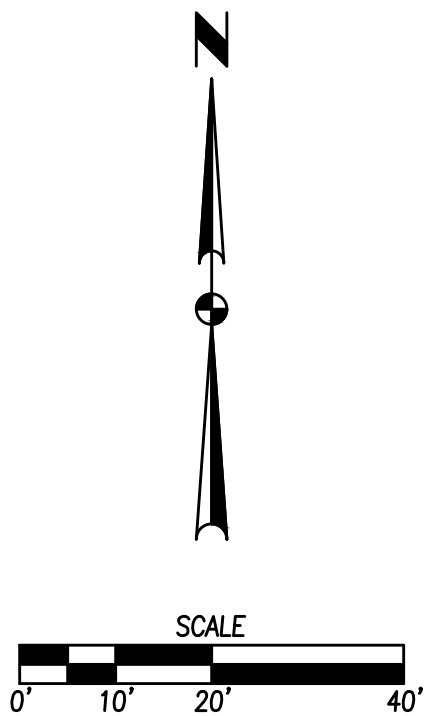
ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,920
2	FILTER SOCK	LF	336
3	SEEDING, FERTILIZING, AND MULCHING	AC	1.38
4	INLET PROTECTION DEVICES	EA	10
5	CONCRETE WASHOUT PIT	EA	1

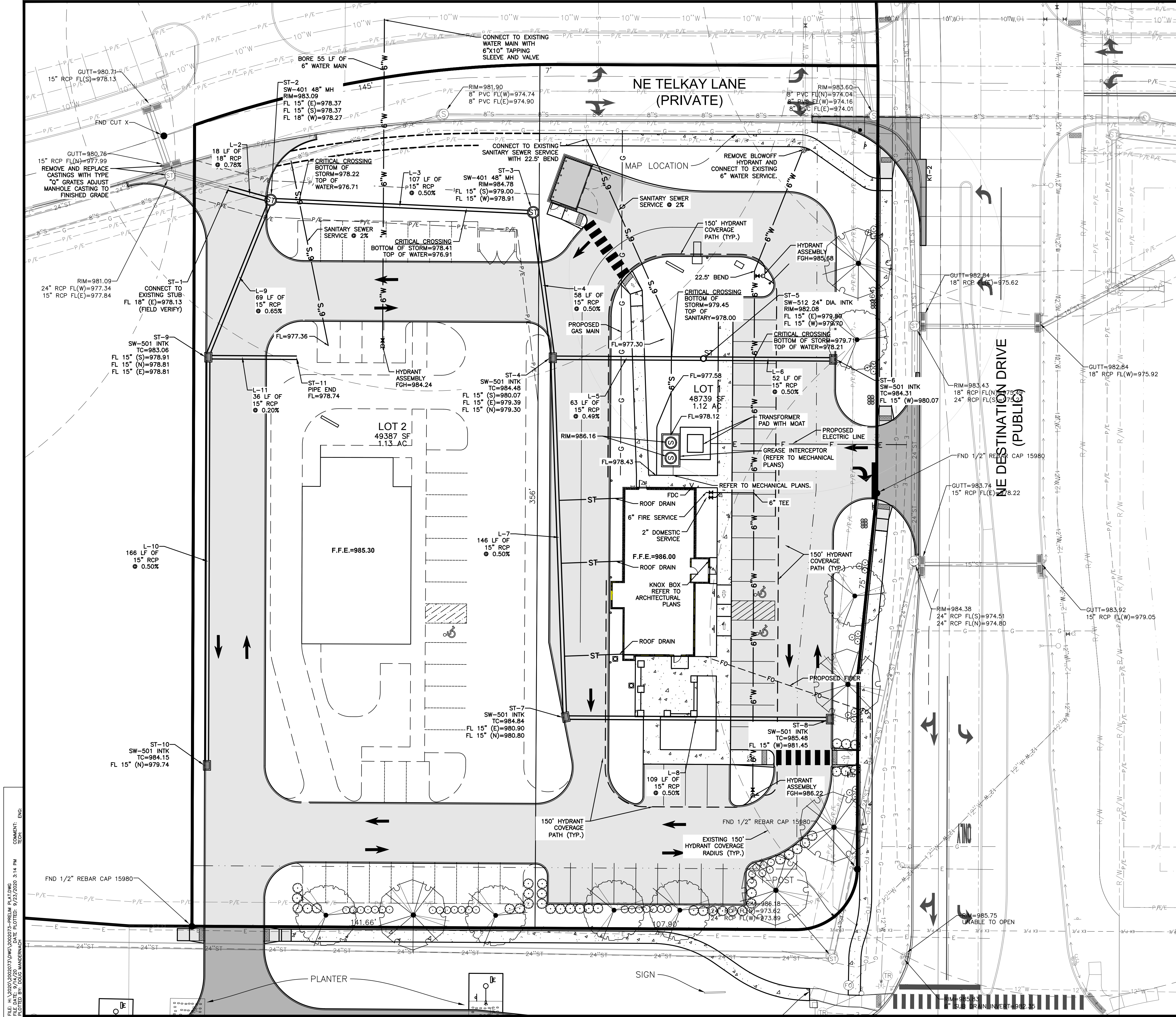
DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY OF LITTLE BEAVER CREEK ±4250 FT	2.53 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	9,108 CU FT
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (336 LF @ 2.0 CU FT/LF OF SOCK)	672 CU FT
VOLUME PROVIDED IN SILT FENCE (1,920 LF @ 4.5 CU FT/LF OF FENCE)	8,640 CU FT
TOTAL VOLUME PROVIDED	9,312 CU FT

NOTES:

1. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENTS.
2. DISTURBED AREAS SHALL BE TEMPORARILY SEED OR MULCH PRIOR TO THE SITE SHUTTING DOWN FOR WINTER CONDITIONS.
3. WASTE FROM CONCRETE WASHOUT ACTIVITIES AND FROM WET SAWING OF CONCRETE IS NOT ALLOWED TO BE DISCHARGED TO SURFACE WATERS AND IS NOT ALLOWED TO ADVERSELY AFFECT A WATER OF THE STATE.



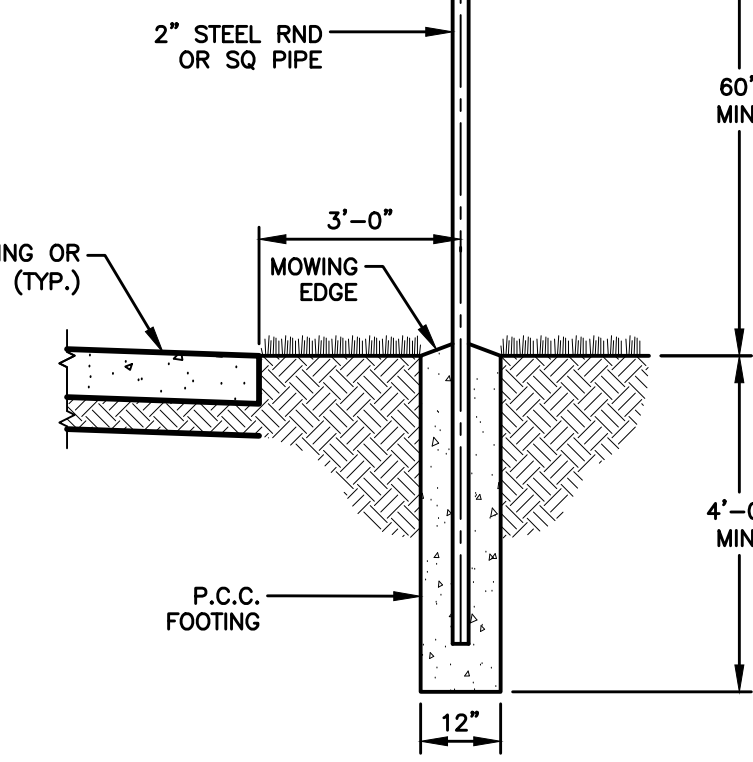


UTILITY NOTES

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 MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY 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.
9. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
10. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
11. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO 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 THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
12. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
13. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
14. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
15. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
16. 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.

SIGN SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY COMPLYING WITH 703.7.2.1. ALL SIGNS SHALL BE 60 INCHES (1525 MM) MINIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE MEASURED TO THE BOTTOM OF THE SIGN.

'VAN ACCESSIBLE' SIGN FOR VAN ACCESSIBLE SPACE (SEE PLAN FOR LOCATION)



ACCESSIBLE PARKING SIGN

DATE

9-23-2020

9-14-2020

8-5-2020

REVISIONS

3RD SUBMITTAL

2ND SUBMITTAL

1ST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G

GRIMES, IOWA 50111

PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH: DAM

ENGINEER: JJN

DESTINATION MARKET PLAT 5

PRELIMINARY PLAT

UTILITY PLAN

6

6

2002.073



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Destination Market Plat 5 Lot 1 – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a 2,233 square foot coffee shop with drive-thru and outdoor patio located at 2255 E. 1st Street. The property is located within the C-2 zoning district and is within Zone 2 of the Highway 141 Mixed Use Development Corridor District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Final Plat – May 2018

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 10/06/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Site Plan for Destination Market Plat 5 Lot 1, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: October 6, 2020
RE: Destination Market Plat 5 Lot 1 – Site Plan

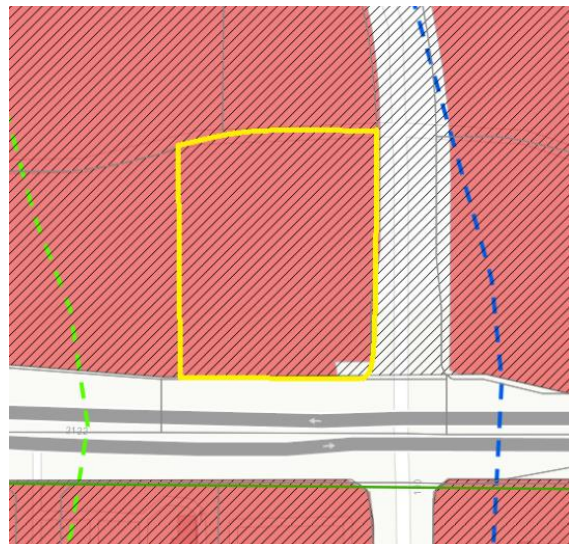
GENERAL INFORMATION:

Applicant:	Mark Hanrahan
Requested Action	Site Plan
Location	2255 E 1 st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Commercial	C-2
North	Menards	General Commercial	C-2
South	Retail	General Commercial	C-2
East	Kwik Star	General Commercial	C-2
West	Vacant	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of the site plan for a 2,233 square foot coffee shop located at 2255 E. 1st Street.

The property is located within the C-2 zoning district and is within Zone 2 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of brick and fiber cement panels with wood finish. The dumpster enclosure will be constructed of brick veneer to match the building with a metal gate. The elevations appear to meet all of the minimum architectural standards within the Highway 141 Corridor District.

Site Layout:

The site can be accessed from three driveways. Access off of NE Destination Drive and E 1st Street will be right in/right out only. The driveway off of NE Telkay Lane will be full access. Pedestrian connectivity is provided along E 1st Street, NE Destination Drive and NE Telkay Lane, with a pedestrian connection from NE Destination Drive to the building.

The coffee shop will provide outdoor patio seating on the south side of the building and a drive-thru.

Parking:

The site provides more than the required number of parking spaces for the site with 33 total parking spaces provided. Appropriate drive-thru stacking has been 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, within landscape islands throughout the site, and around the building foundation.

Utilities:

The sanitary sewer will connect to the existing 6" sanitary sewer service on the north side of the site and will run south to the building. A grease interceptor will be installed onsite.

Water is provided from an existing 6" water service on the north side of the site. The building is proposed to be fitted with a fire suppression system, therefore the appropriate FDC and fire hydrant spacing is shown.

Detention is handled within the regional detention basin located on the west side of the Menard's site along Highway 141. Storm sewer onsite will connect to the existing storm sewer along NE Telkay Lane and connect to the regional detention basin.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Destination Market Plat 5 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

~~September 4, 2020~~

~~September 10, 2020~~

~~September 21, 2020~~

~~October 2, 2020~~

October 20, 2020

Civil Design Advantage

Attn: Doug Mandernach

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Destination Market Plat 5 Lot 1 Coffee Shop – Site Plan

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Site Plan for the Destination Market Plat 5 Lot 1 Coffee Shop. Based on the review of the provided submittal materials, staff have the following comments:

General Comments/Cover Sheet:

- ~~1. Please add Lot 1 to the title and remove preliminary plat.~~
- ~~2. Add proposed use.~~
- ~~3. Update parking requirements to match the proposed parking amendment. 10 spaces/ 1000 GFA plus 5 drive thru stacking spaces between window and menu board. Square footage of patios in excess of 300 sf are included in the parking calculation. Please include patio square footage in parking requirement. 300 sf of the patio is exempt so only use 315 sf. Please add drive thru requirement to parking section.~~
- ~~4. Adjust radius at SW corner of Telkay and Destination Dr. to accommodate turning truck traffic. Currently trucks are going over the curb when turning. Pictures below.~~
- ~~5. Please provide lighting cut sheets. Up lighting is required on the building faces along public ROW.~~
- ~~6. Are pole lights proposed within the site? Please show locations and provide photometric plan.~~



Sheet 3:

1. ~~Add 8" thickness for ROW pavement in Destination ROW.~~
2. ~~Add city standard notes for site plans (12/26/19).~~
3. ~~Can driveway on Telkay be aligned with existing driveway to the north?~~
4. ~~Staff is concerned with the circulation of the site and will need to review the concept plan for Lot 2 to better understand the situation. Staff may have future comments. Based on the concept plan shared during the meeting on 9/9/20, staff has the following comments, concerns, suggestions:~~
 - a. ~~The circulation of the drive thru traffic exiting the drive thru lane won't work as proposed. Staff does not want vehicles crossing two lanes of traffic to exit out to E 1st St. This exit will need to be reconfigured to allow the vehicles to turn west prior to turning south.~~
 - b. ~~There needs to be a median to separate the drive thru lane from the north/south drive aisle.~~
 - c. ~~Can the drive aisle along the west property line be shifted to be shared with the property to the west? We would still want to try to align the driveway with the Menards. A shared drive could provide more room to install a median and allow for vehicles to turn west out of the drive thru lane. Otherwise, the drive aisle needs to be 5' from the property line.~~
 - d. ~~May want to consider removing the drive lane on the west side of the Starbucks drive thru lane and create a shared two-way drive aisle if space is an issue onsite. We would want a median to separate the drive thru from the drive aisle.~~
 - e. ~~Overall, the site seems small for a restaurant use especially with a drive thru and the need to provide the drive aisle to Telkay. Parking for restaurant users will need to provide 10 spaces per 1000 sf GFA plus 5 drive thru stacking spaces. 15% open space is required.~~
5. ~~Add stop bar pavement marking on east driveway onto NE Destination.~~
6. ~~Provide stop sign locations. Add stop sign locations on E 1st St and Telkay.~~
7. ~~Provide 5' sidewalk along north property line.~~

- ~~8. Label parking/pavement distance from property line. 10' minimum required from ROW. 5' required from side property line.~~

Sheet 6:

- ~~1. Change tapping assembly to Tapping Sleeve & Valve after 6x10 note.~~
- ~~2. Follow SUDAS Specifications, use C-4 mix with 4" slump max. and 8% air with paver and 7% for hand placement.~~
- ~~3. The Knox Box noted shall be located near the main entrance to the building.~~
- ~~4. The 4-inch main depicted does not meet the requirements of NFPA 13 Section 24.1.3.1, which requires a minimum 6-inch main to supply fire sprinkler systems.~~
- ~~5. The fire department connection for the fire sprinkler system is not shown on the plan. Note that per Section 912.4.2 of the City of Grimes Fire Code should the FDC be placed near parking, the space directly in front of the FDC shall be marked "No Parking." The FDC shall also be placed within 100 feet of a fire hydrant per Section 507.5.1.1. The current FDC location would require a stripped parking space in front of the FDC. If the FDC were located near the handicap spaces, or if the handicap spaces were moved near the FDC, the site would be in compliance.~~
- ~~6. The sanitary service is located under the dumpster. Please adjust dumpster location. Can there be a shared dumpster for both lots? Dumpster should be at least 3 feet from property line.~~

Sheet 7:

- ~~1. Provide ADA signage detail.~~

Sheet 8:

- ~~1. Please provide screening of the transformer on the east side to shield from public view.~~
- ~~2. Update required open space to 15%.~~
- ~~3. 1 tree per 50 ft and 1 shrub per 4 ft of ROW is required.~~
- ~~4. Minimum open space requirements~~

- a. ~~2 trees per 1000 sf required open space (50% 2 in. caliper, 50% 1.5 in. caliper at 8' minimum). Please update the open space requirement for trees. 15 trees are required on the site.~~
- b. ~~2 shrubs per 1000 sf required open space~~
- c. ~~Update plant schedule to show 50% of trees as 2-inch caliper.~~

Architecture:

- 1. ~~Please provide material colors.~~
- 2. ~~Please provide material percentages.~~
- 3. ~~List 5 treatments that are demonstrated on the building per the list on page 17 of the Highway 141 regulations.~~
- 4. ~~Please provide glazing calculations. A minimum of 20% glazing is required on the east and south elevations.~~
- 5. ~~A minimum of 75% of the front facing façade and 10 feet down the adjacent sides need to be 75% primary material such as brick, stone, architectural concrete panel.~~
- 6. ~~Nichiha panels need to have an architectural finish to look like other materials such as brick, stone, wood to be considered a primary material. What is the proposed finish for FC 1 and FC 2?~~
- 7. ~~Staff would like to see the parapet raised on the east and west elevations at the entrance and drive-thru window.~~

SWPPP

- 1. ~~Submit a full SWPPP for review.~~
- 2. ~~Page 6/130: Include “driveways and parking lots” in Construction Activity column.~~
- 3. ~~Page 7/130: Verify/rectify in paragraph Existing Site Conditions that water is shed to the west and not to the east.~~
- 4. ~~Page 9/130: Change “intel” to “inlet”.~~

SWMP

1. ~~General: Submit “Menards 9/5/2018” approved SWMP.~~
2. ~~General: Submit intake spreadsheets for the 5-year and 100-year storm events. Gutter flow and spread must meet SUDAS requirements for parking lots, driveways, and public streets.~~
3. ~~General: Submit weir/orifice calculations for 100-year storm events pertaining to the 5-sag intakes on the site plan.~~
4. ~~Page 14/14: Submit pipe network spreadsheets for the 10-year and 100-year storm event. Pipes must convey the 10-year with provisions for overland flow associated with the 100-year storm event. Said overland flow must allow 1-ft. of freeboard to structure FFE's.~~
5. ~~Page 4/23: Verify/rectify composite CN numbers by corroborating information between DA's on page 3 with associated DB's on page 4. Reviewer notes that page 4 includes some area not included on page 3, but the lawn areas appear low, especially for fully developed DB2.~~
6. ~~Pages 14,17/23: The grading plan demonstrates that ST-4 is in a slight sag. Please change sheet 17 to a weir/orifice sheet like pages 18-23 to simplify the report. Also adjust DA's 4 and 9 boundaries accordingly.~~
7. ~~Pages 18-23: Provide 5-year calculations for the six (6) sag intakes in drive isles (all except DA5) in order to ascertain SUDAS Design 2A-3 street spread in drive isles.~~
8. ~~Page 21/23: Update calculations for DA8 with correct C and A's from page 3 tables.~~
9. ~~Pages 41-46/52: The two (2) statements on the bottom “The 100-year...” are not accurate for these 5-year worksheets. Reviewer suggest having the first sentence state “The 5-year ponding depth is X.Y inches” and striking the second sentence.~~

Site Plan

1. ~~Not reviewed. May change upon a complete SWMP.~~
2. ~~Sheet 3/8: Show width of drive isle at ST-7.~~

3. ~~Sheet 4/8:~~

- ~~○ Near ST-4, TC=984.13 on sheet 4 and TC=984.48 on sheet 6 and said spots are only feet apart. Please rectify at this location and others. Spots were not reviewed across the entire site.~~
- ~~○ Identify and rectify either grading issues or label issues at TC/FG. Across from ST-4 is a spot showing TC=985.45 and FG=983.77 which exceeds a 0.5' curb height. Please rectify at this location and others. Spots were not reviewed across the entire site.~~
- ~~○ Update slope arrow (currently 1.36% the wrong direction) when the FG surface is updated.~~

4. ~~Sheet 5/8: ESC plan will be reviewed upon submission of SWPPP narrative.~~

5. ~~Sheet 6/8:~~

- ~~○ Rectify backslope on Pipe L-11 and update associated information on SWMP tables. The slopes do not match.~~
- ~~○ Verify Pipe L-2 length (14' SWMP vs. 18' SP)~~
- ~~○ Verify Pipe L-EX1 and structure ST-EX1 inverts, slopes, and lengths. SP and SWMP pages 15 & 16 have conflicting data. Please label said pipe and structure on the SP.~~
- ~~○ ST-5 is shallow and violates guidance provided by SUDAS Figure 6010.512. Verify construction of structure with owner and contractor. The City is okay with the structure as proposed.~~

6. ~~Sheet 5/8 SWPPP Sheet: List construction entrance aggregate in quantities table.~~

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: September 28, 2020
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: October 6, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: October 27, 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.

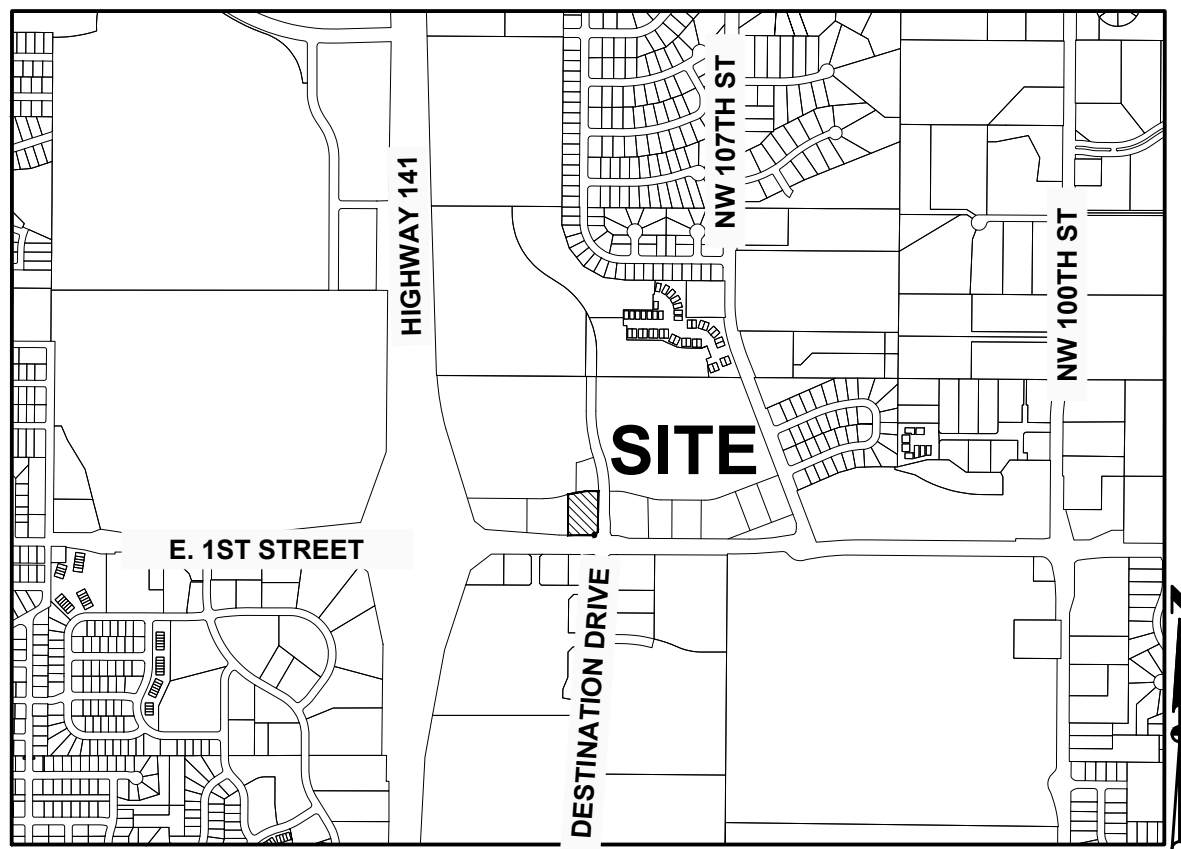
Sincerely,

Evann Martin
Assistant Planner

SITE PLAN FOR:
DESTINATION MARKET PLAT 5
GRIMES, IOWA

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

OWNER/APPLICANT

DESTINATION MARKET LLC
3737 WOODLAND AVE STE 100
WEST DES MOINES, IA 50266
CONTACT: MARK HANRAHAN
EMAIL: MHANRAHAN@OWACA.COM
PH: (515) 309-4002

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

DATE OF SURVEY

MARCH 30, 2020

BENCHMARKS

- CAP BOLT ON HYDRANT SW CORNER OF N 5TH STREET & N LITTLE BEAVER DRIVE.
ELEVATION=925.98
- BURY BOLT ON HYDRANT SW CORNER OF NE TELKAY LN AND NE DESTINATION DR.
ELEVATION=985.28

SUBMITTAL DATES

FIRST SUBMITTAL: 08/5/2020
SECOND SUBMITTAL: 09/11/2020
THIRD SUBMITTAL: 09/25/2020
FOURTH SUBMITTAL: 10/13/2020

LEGAL DESCRIPTION

LOT 2, DESTINATION MARKET PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

ZONING

ZONING: C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT WITHIN
TRANSPORTATION OVERLAY DISTRICT

PROJECT SITE ADDRESS

2255 E 1ST STREET
GRIMES, IA 50111

PROPOSED USE

RESTAURANT AND COFFEE SHOP

DEVELOPMENT SUMMARY

ZONING: C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT WITHIN
TRANSPORTATION OVERLAY DISTRICT

SETBACKS:

FRONT: 25 FEET
SIDE: NONE
REAR: 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BE LESS THAN 10 FEET

LOT 1

AREA: 1.12 ACRES (48,739 SF)

OPEN SPACE CALCULATION:

OPEN SPACE REQUIRED = 7,311 SF (15%)

TOTAL SITE: = 48,739 (1.12 AC.)
BUILDING = 2,233 SF
PARKING AREAS = 24,419 SF
STREET = 3,283 SF
SIDEWALK/PATIO = 3,376 SF
OPEN SPACE PROVIDED = 15,428 SF (31.65%)

PARKING:

RESTAURANTS: 10 SPACES/ 1000 GFA PLUS 5 DRIVE THRU STACKING SPACES BETWEEN WINDOW AND MENU BOARD.
BUILDING+PATIO ((2233+330)/1000)10= 26 SPACES
TOTAL PROVIDED = 33 SPACES

ACCESSIBLE SPACES:

TOTAL REQUIRED = 2 SPACES
TOTAL PROVIDED = 2 SPACES

LOT 2

AREA: 1.13 ACRES (49,387 SF)

OPEN SPACE CALCULATION:

OPEN SPACE REQUIRED = 7,408 SF (15%)

TOTAL SITE: = 49,387 (1.13 AC.)
DRIVEWAYS = 13,082 SF
STREET = 2,745 SF
OPEN SPACE PROVIDED = 33,560 SF (67.95%)

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SEPTEMBER 2020
ANTICIPATED FINISH DATE = MARCH 2021

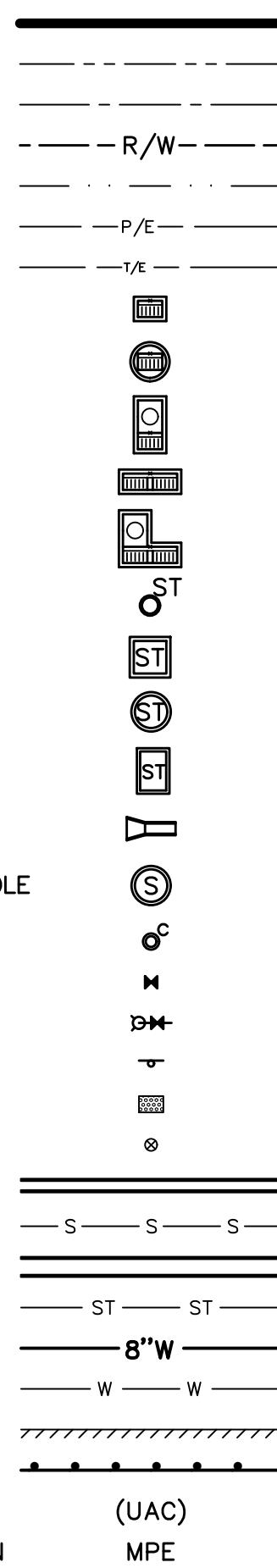
INDEX OF SHEETS

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

GENERAL LEGEND

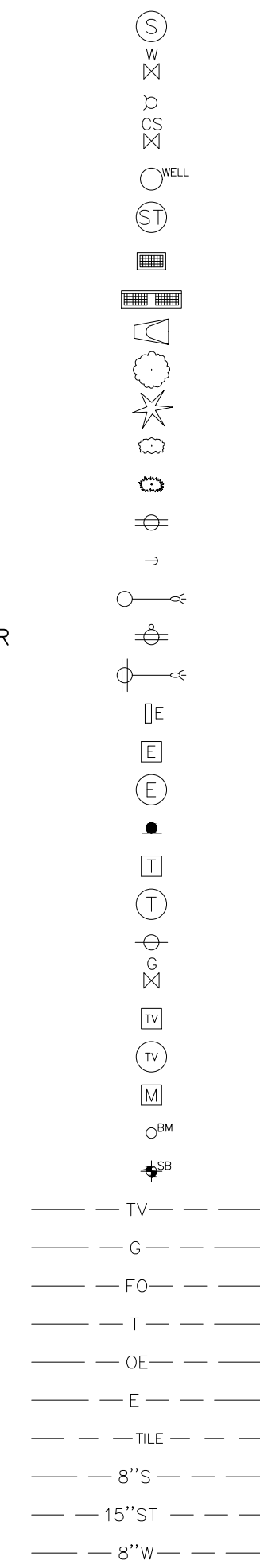
PROPOSED

PROPERTY BOUNDARY
SECTION LINE
CENTER LINE
RIGHT OF WAY
BUILDING SETBACK
PERMANENT EASEMENT
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
SANITARY SERVICE
STORM SEWER
STORM SERVICE
WATERMAIN WITH SIZE
WATER SERVICE
SAWCUT (FULL DEPTH)
SILT FENCE
USE AS CONSTRUCTED
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
GAS MAIN
FIBER OPTIC
UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE



UTILITY WARNING

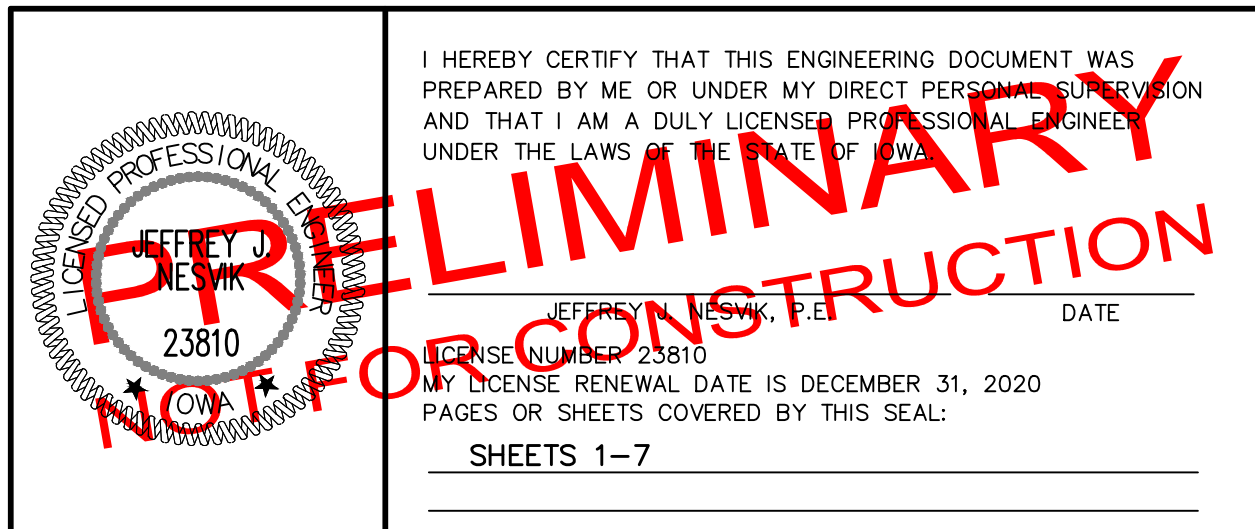
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

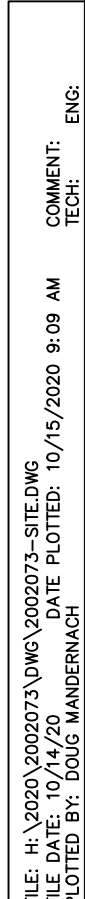


THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT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

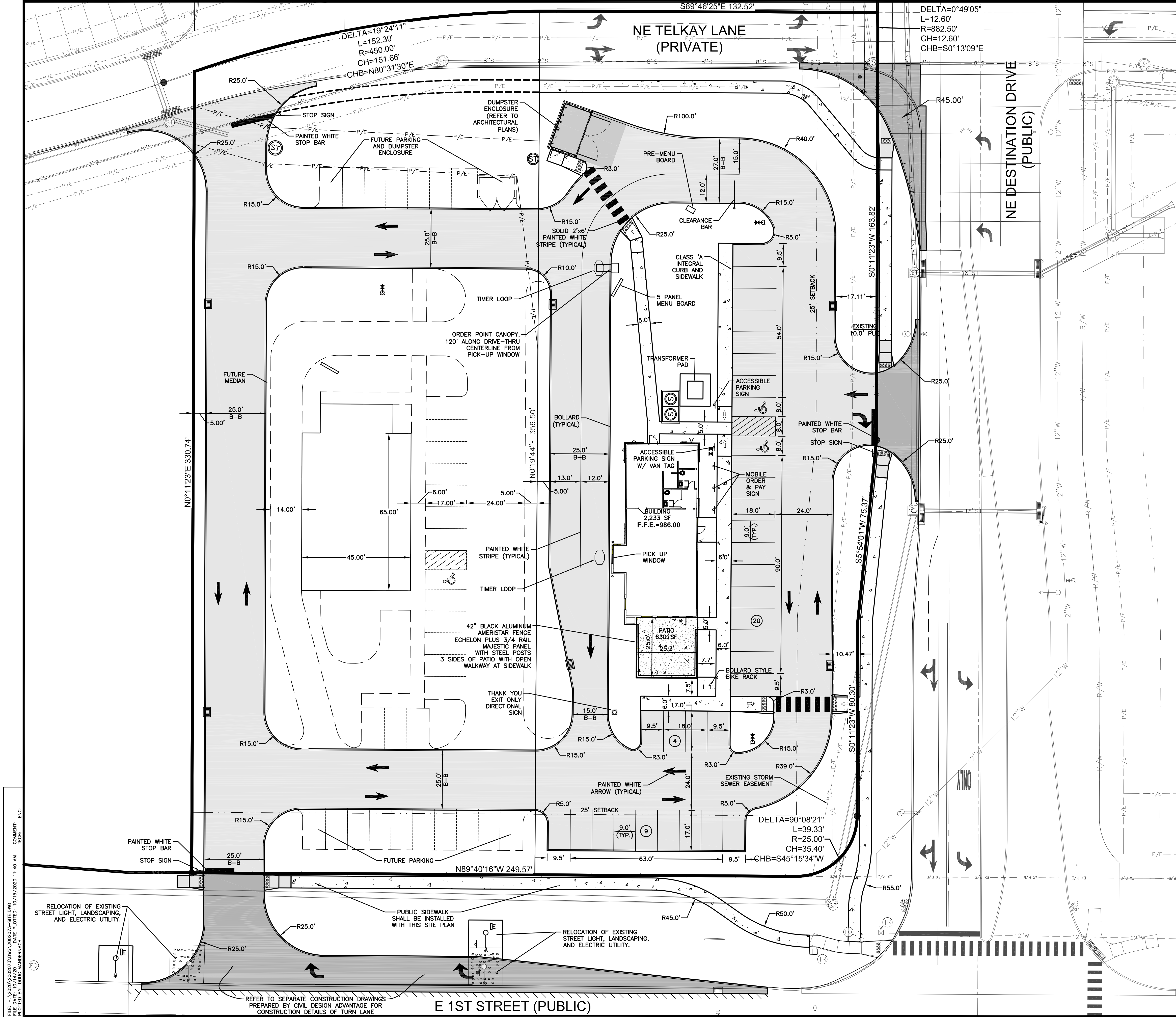




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 PLOTTED BY: DOUG MANDERNACH

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 CONVEYED TO THE DRIVER WHEN THE ROAD IS OPENED TO TRAFFIC.
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 OBTURUSK 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.

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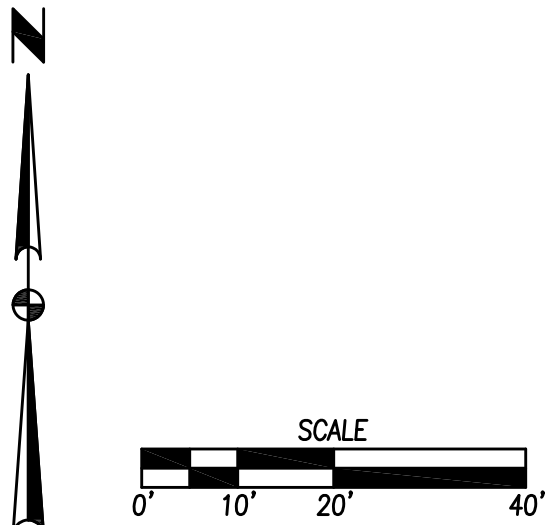
- GENERAL NOTES**
1. THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
 2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
 3. ALL WORK SHALL BE IN 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'S 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'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
 18. ALL SCOUR STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SCOUR STOP PRODUCT SPECIFICATIONS.
 19. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

PAVEMENT THICKNESS

1. SIDEWALKS	4" P.C.C.
2. SIDEWALK CURB RAMPS	6" P.C.C.
3. STANDARD DUTY PAVING	6" P.C.C.
4. TRASH ENCLOSURE	8" P.C.C.
5. RIGHT-OF-WAY (DESTINATION)	8" P.C.C.
5. RIGHT-OF-WAY (1ST STREET)	9.5" P.C.C.

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 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, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
 - b. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
 - c. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
 - d. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
 - e. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
 - f. 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 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 ENGINEERED 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.



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DATE

10-13-2020

9-25-2020

9-11-2020

8-5-2020

REVISIONS

4TH SUBMITTAL

3RD SUBMITTAL

2ND SUBMITTAL

1ST SUBMITTAL

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

ENGINEER: JJN

TECH: DAM

DESTINATION MARKET PLAT 5

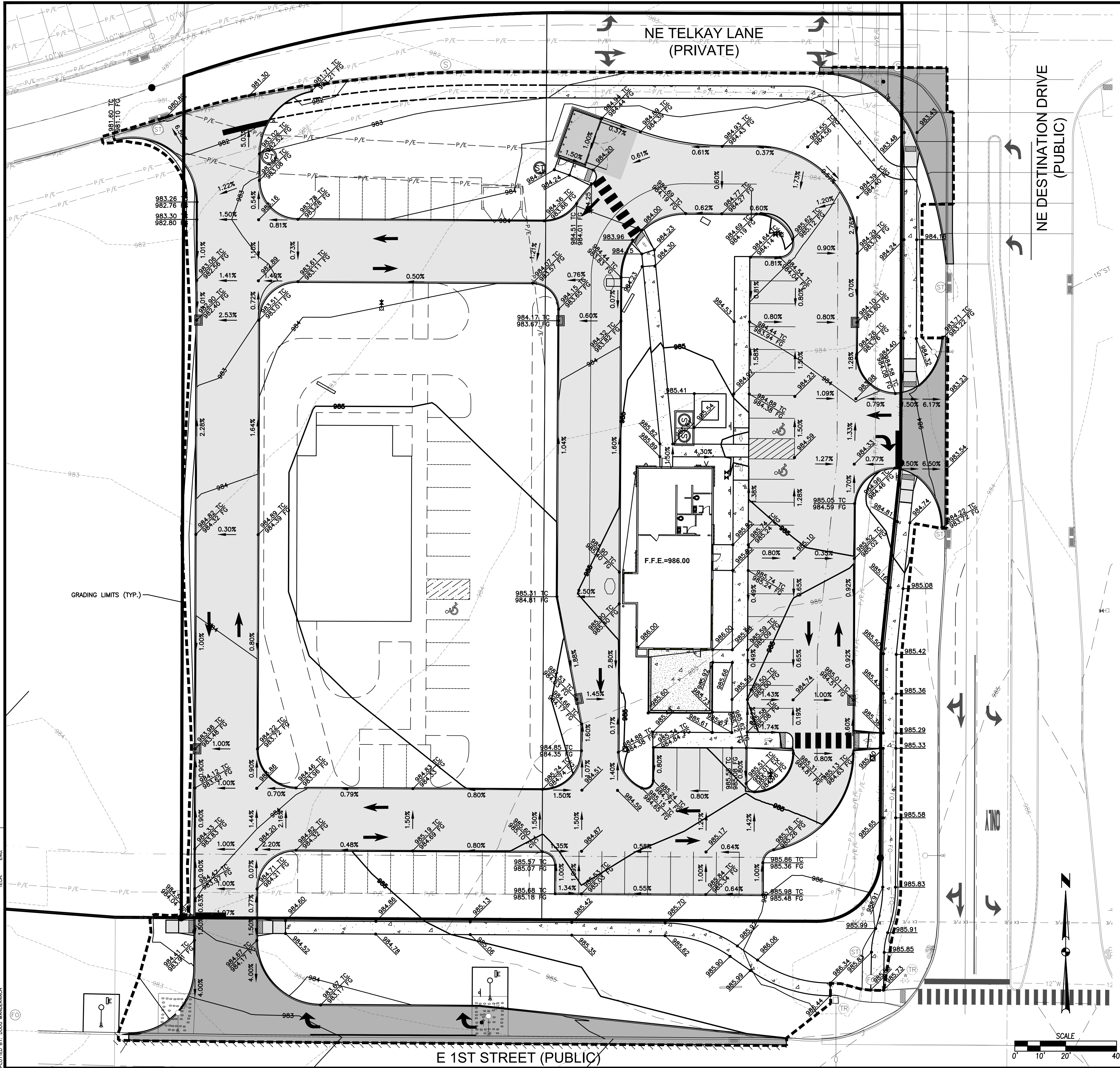
DIMENSION PLAN

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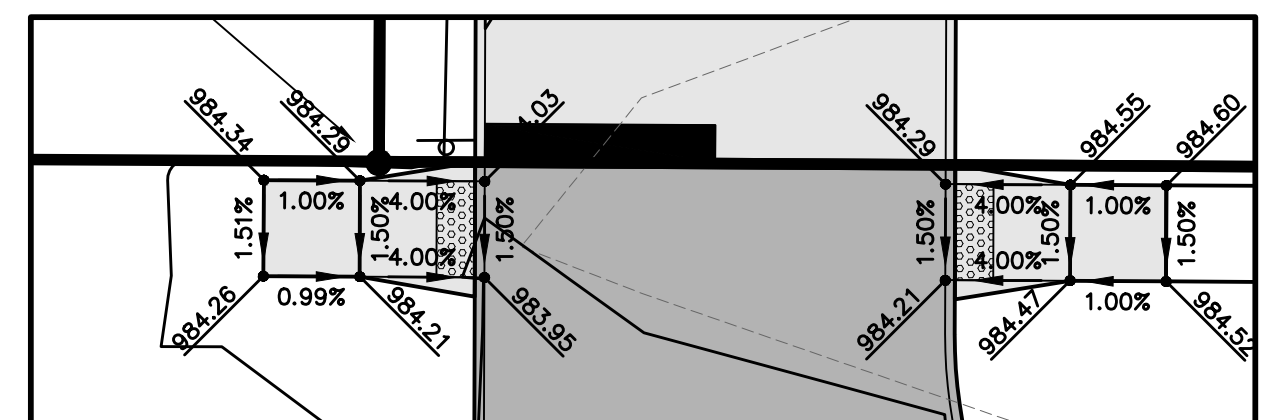
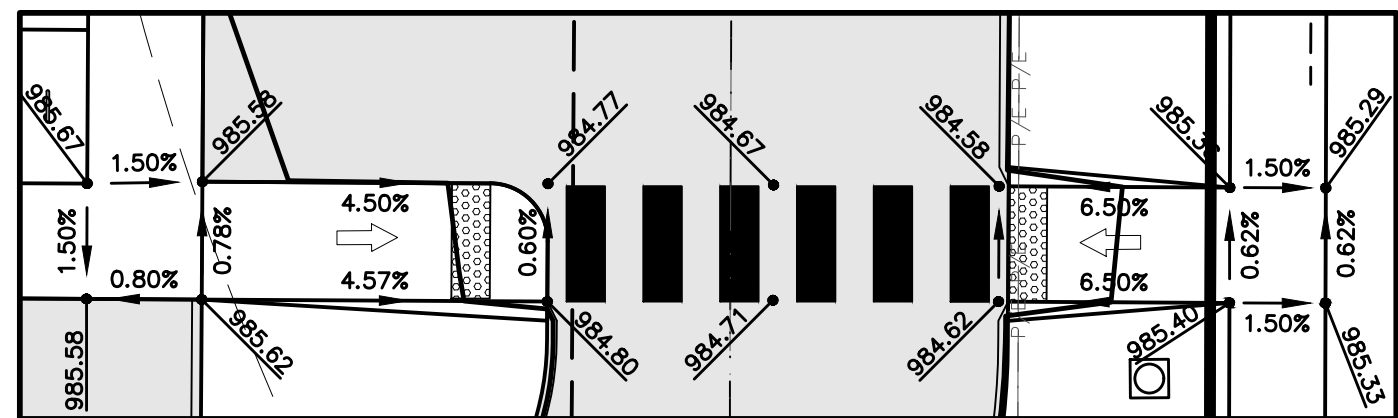
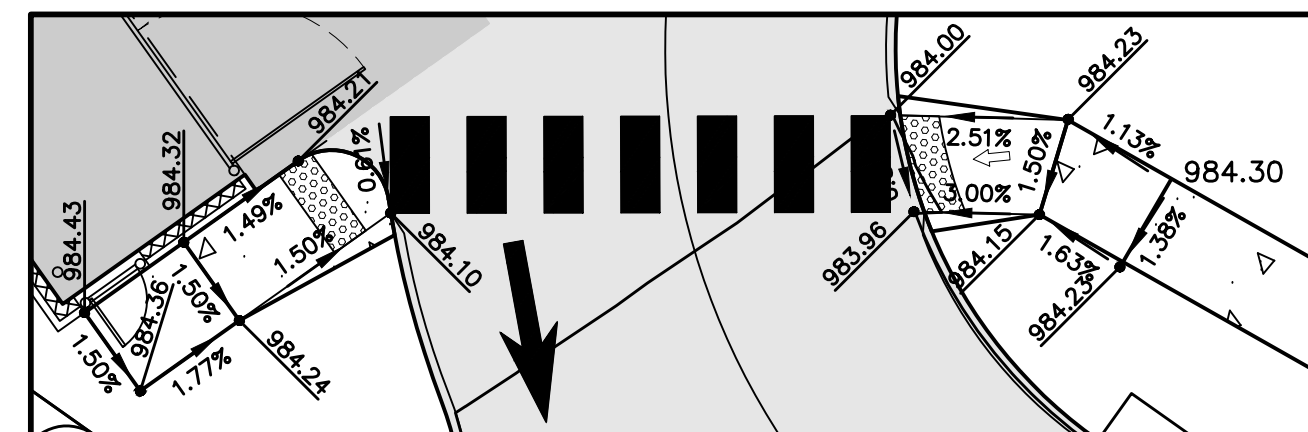
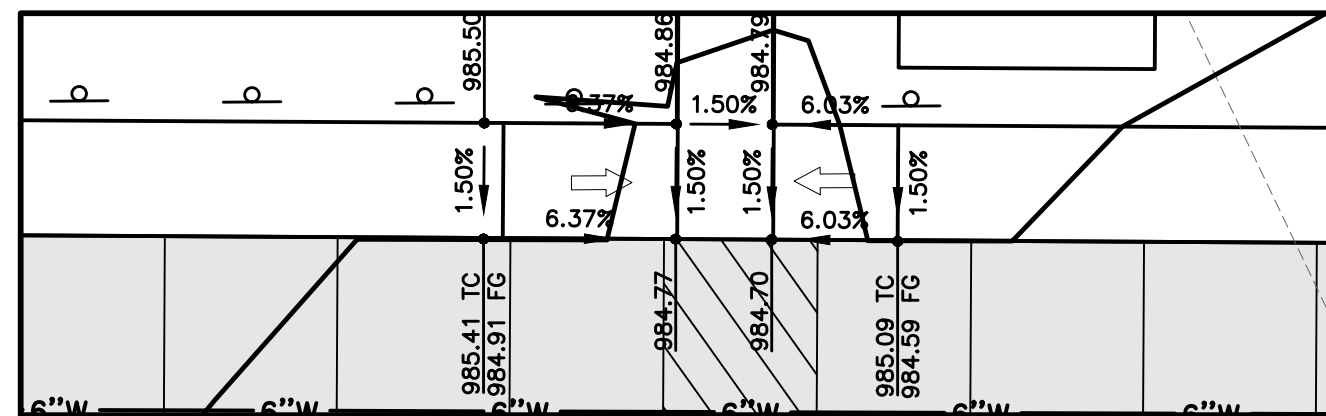
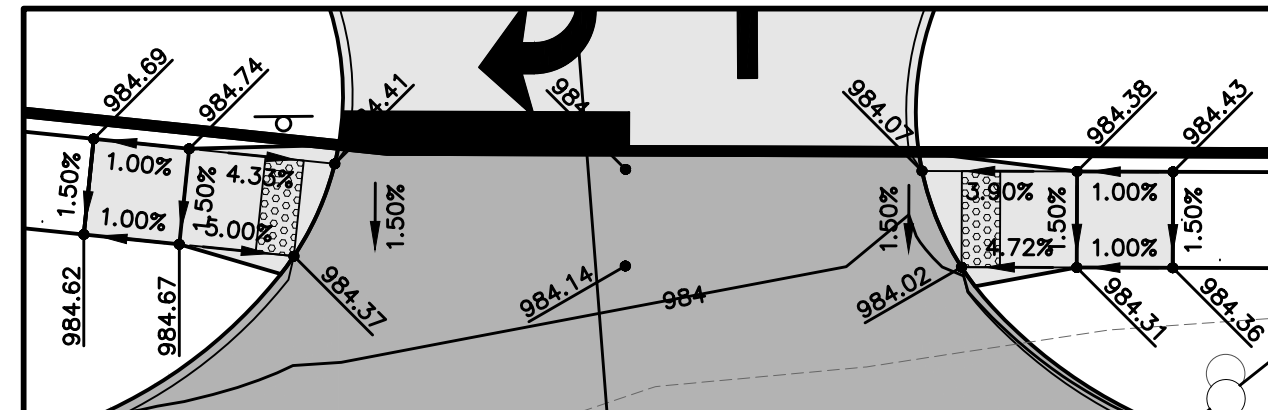
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GRADING LIMITS (TYP.)

GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS:
 - Maintain 1% minimum and 5% maximum longitudinal slopes on all paved walkways.
 - All walks to have 2.0% maximum transverse slope in the direction of natural drainage. Saw cut joints as soon as concrete has set. Saw cuts to be 1/8" to 1/4" wide; depth: longitudinal 1/3, transverse 1/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.



DATE		REVISIONS	
10-13-2020		4TH SUBMITTAL	
9-25-2020		3RD SUBMITTAL	
9-11-2020		2ND SUBMITTAL	
8-5-2020		1ST SUBMITTAL	

3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4410	TECH: DAM
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CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

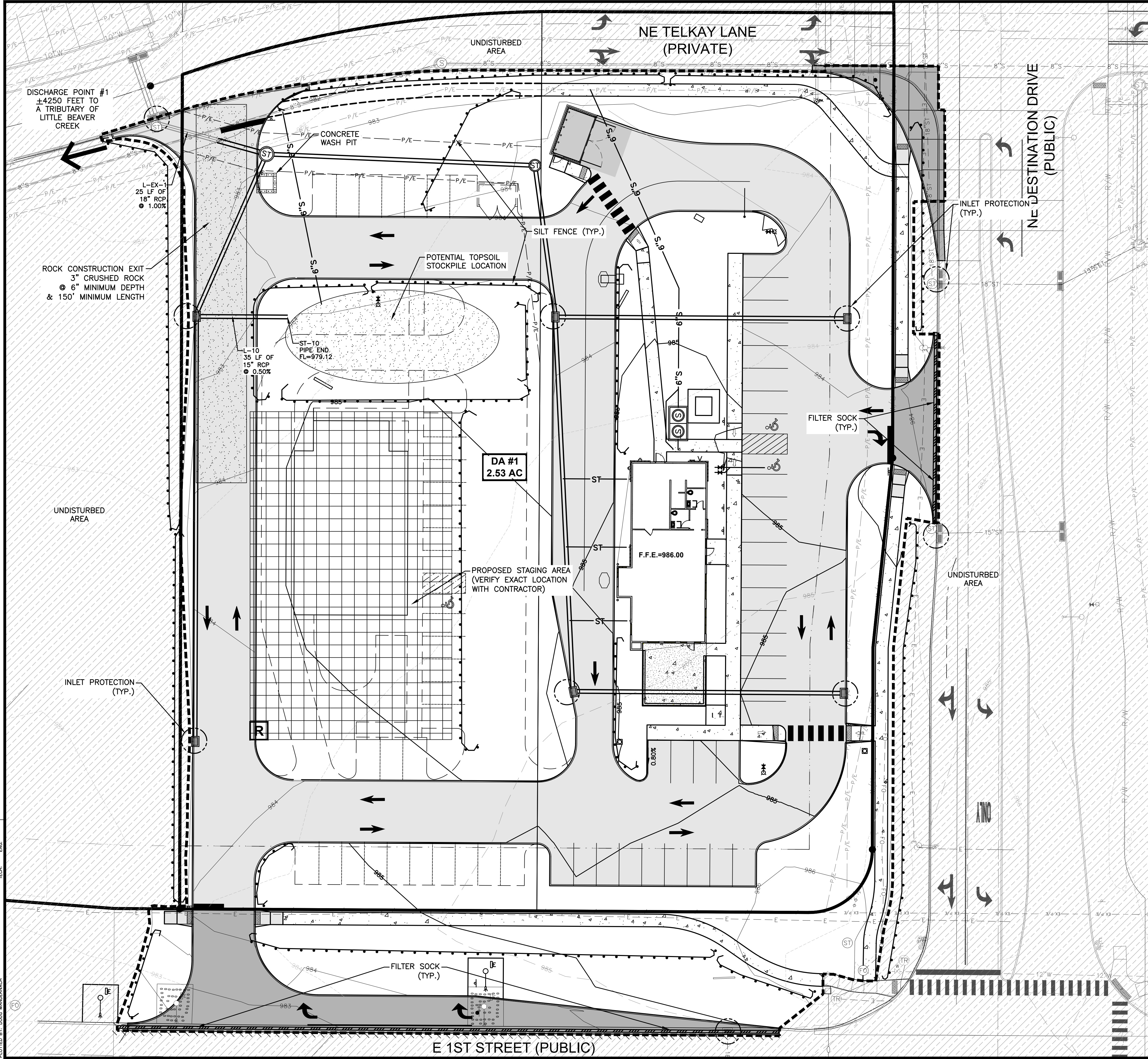
DESTINATION MARKET PLAT 5

GRADING PLAN

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EROSION CONTROL NOTES

1. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS OF THE SWPPP AND LOCAL, STATE AND FEDERAL REQUIREMENTS. THE OWNER SHALL EMPLOY A SEPARATE FIRM TO PROVIDE SWPPP MONITORING AND UPDATES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE SELECTED FIRM.
2. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO SUDAS CHAPTER 7 EROSION AND SEDIMENT CONTROL.

SWPPP LEGEND

DRAINAGE ARROW	X.XX %	AREA TO BE SEEDED	
GRADING LIMITS		STRAW MAT	
FILTER SOCK		UNDISTURBED AREA	
SILT FENCE		RIP-RAP	
INLET PROTECTION		GRAVEL ENTRANCE	
PORTABLE RESTROOM	R	STAGING AREA	
CONCRETE WASHOUT PIT			

STABILIZATION QUANTITIES

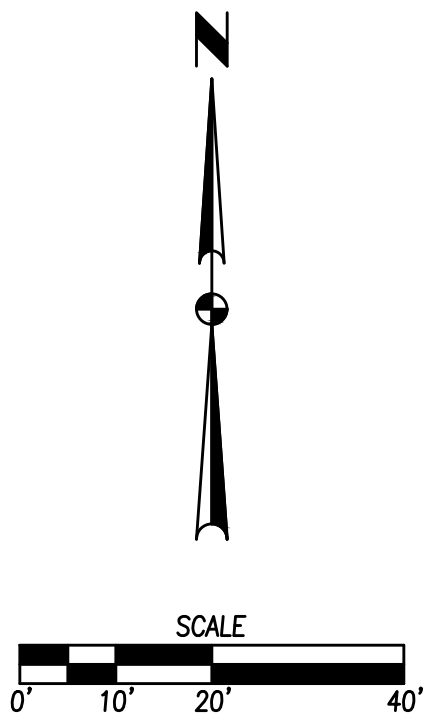
ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,920
2	FILTER SOCK	LF	336
3	SEEDING, FERTILIZING, AND MULCHING	AC	1.38
4	INLET PROTECTION DEVICES	EA	10
5	CONCRETE WASHOUT PIT	EA	1
6	3" CRUSHED ROCK	TON	100

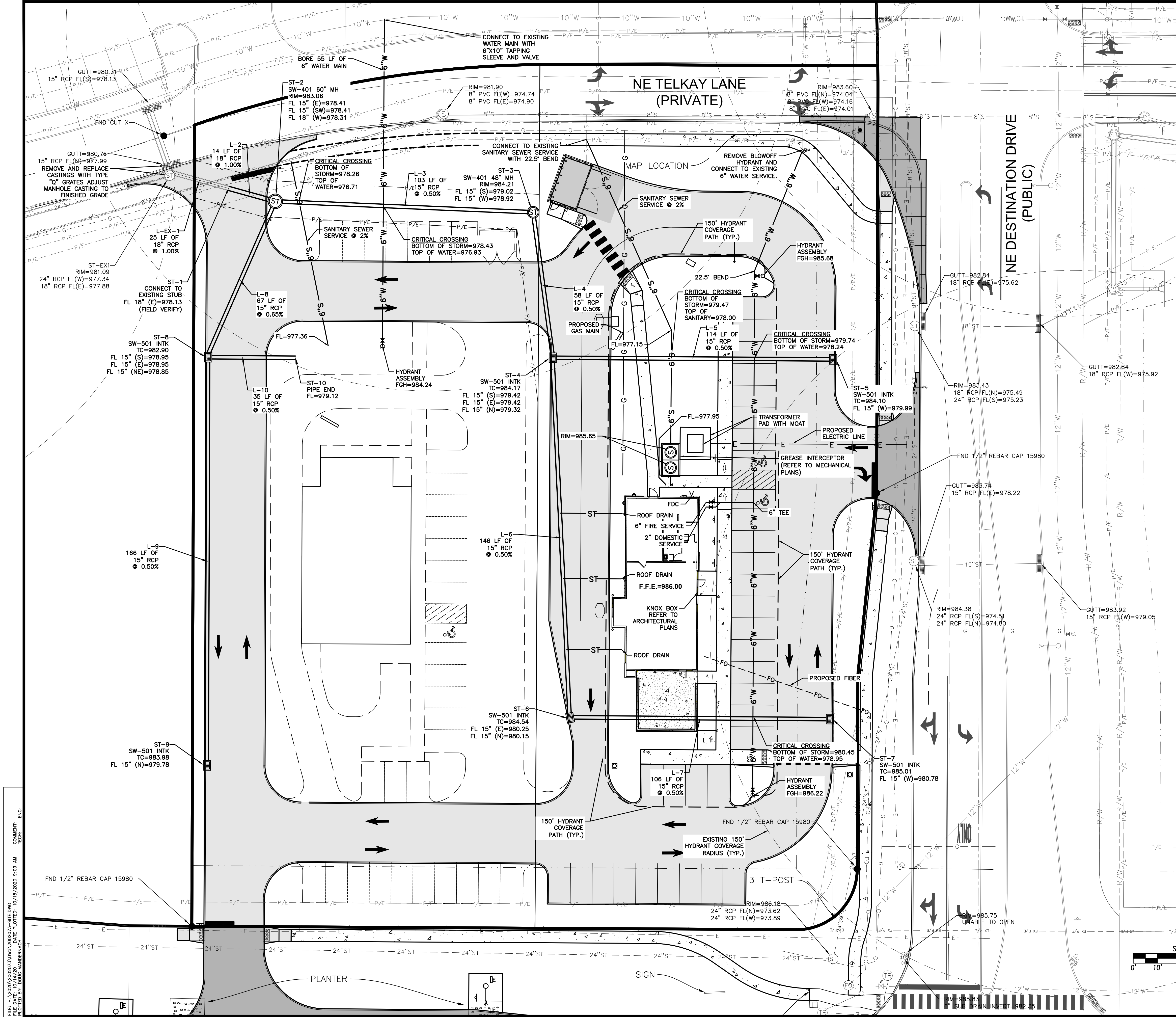
DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY OF LITTLE BEAVER CREEK ±4250 FT	
TOTAL AREA DISTURBED TO DISCHARGE POINT	2.53 ACRES
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	9,108 CU FT
VOLUME PROVIDED IN FILTER SOCK (336 LF @ 2.0 CU FT/LF OF SOCK)	672 CU FT
VOLUME PROVIDED IN SILT FENCE (1,920 LF @ 4.5 CU FT/LF OF FENCE)	8,640 CU FT
TOTAL VOLUME PROVIDED	9,312 CU FT

NOTES:

1. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENTS.
2. DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED PRIOR TO THE SITE SHUTTING DOWN FOR WINTER CONDITIONS.
3. WASTE FROM CONCRETE WASHOUT ACTIVITIES AND FROM WET SAWING OF CONCRETE IS NOT ALLOWED TO BE DISCHARGED TO SURFACE WATERS AND IS NOT ALLOWED TO ADVERSELY AFFECT A WATER OF THE STATE.

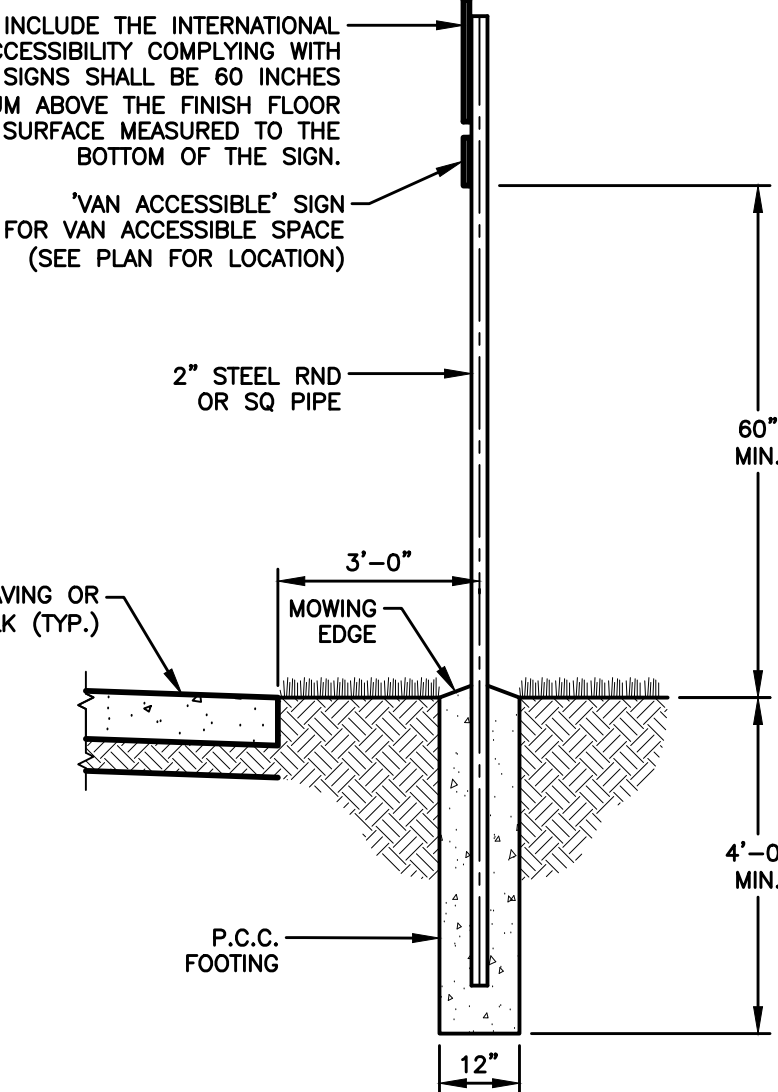




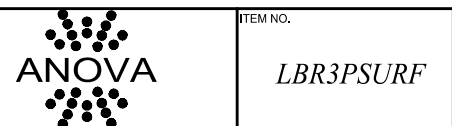
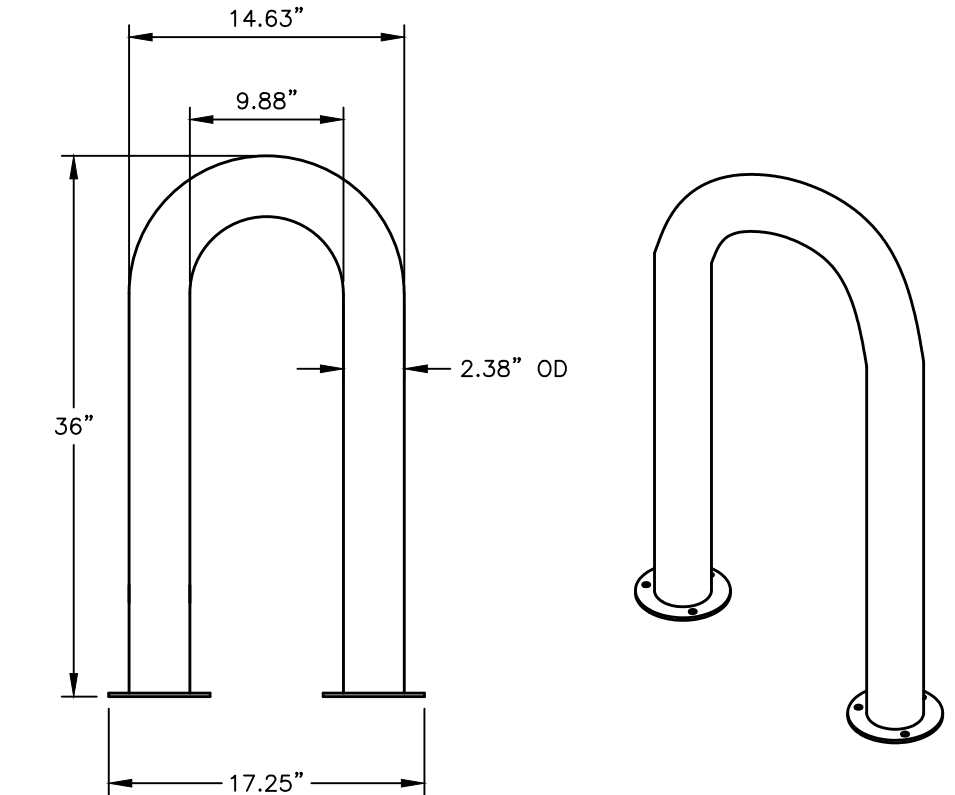
UTILITY NOTES

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 MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS, AND ALL CITY 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.
9. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
10. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
11. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO 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 THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
12. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
13. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
14. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
15. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
16. 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.

SIGN SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY COMPLYING WITH 703.7.2.1. ALL SIGNS SHALL BE 60 INCHES (1525 MM) MINIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE MEASURED TO THE BOTTOM OF THE SIGN.



ACCESSIBLE PARKING SIGN



BOLLARD BIKE RACK DETAIL

- NOTES:
1. BIKE RACK TO BE INSTALLED IN CONCRETE PAD.
 2. BIKE RACK SHALL HAVE A BLACK POWDER COAT FINISH.

DATE

10-13-2020

4TH SUBMITTAL

9-25-2020

3RD SUBMITTAL

9-11-2020

2ND SUBMITTAL

8-5-2020

1ST SUBMITTAL

REVISIONS

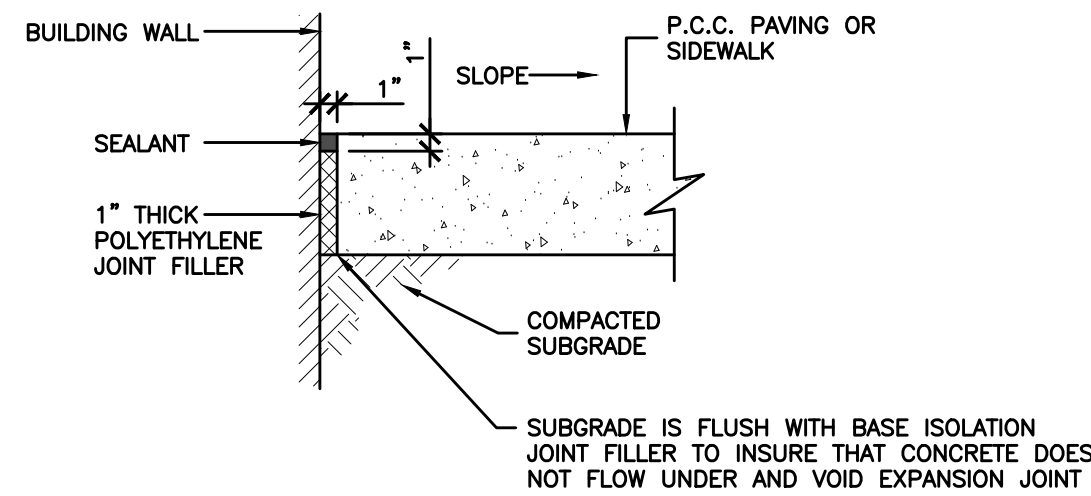
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH: DAM

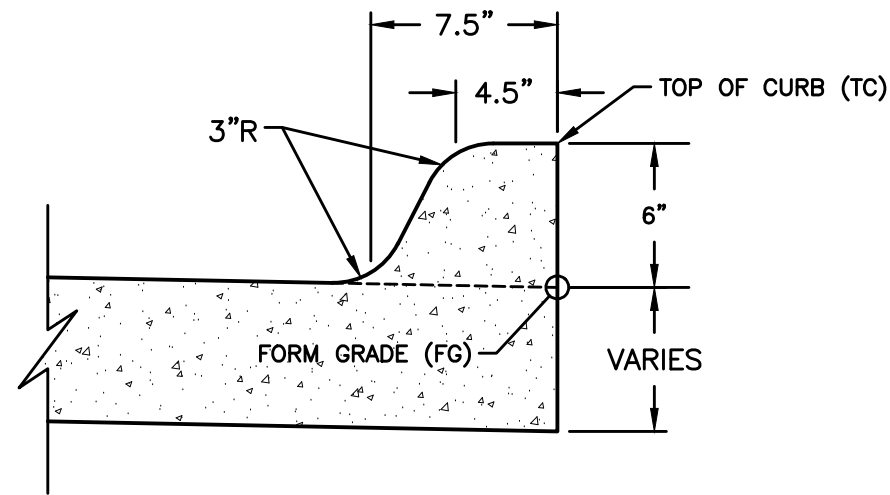
ENGINEER: JJN

DESTINATION MARKET PLAT 5
UTILITY PLAN

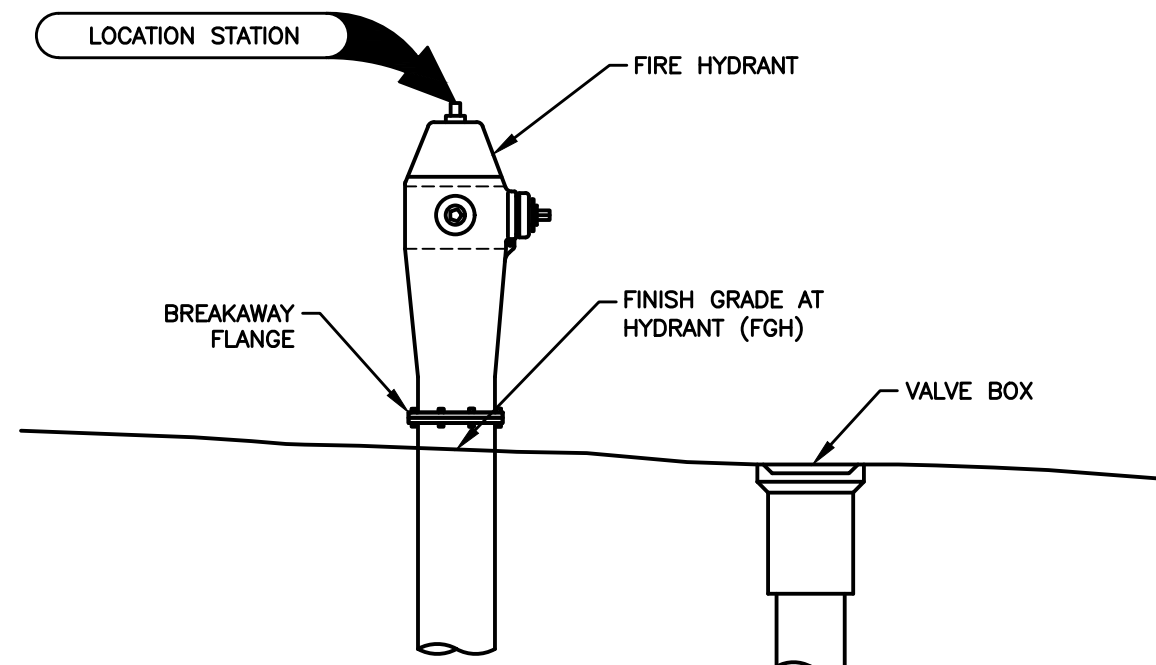
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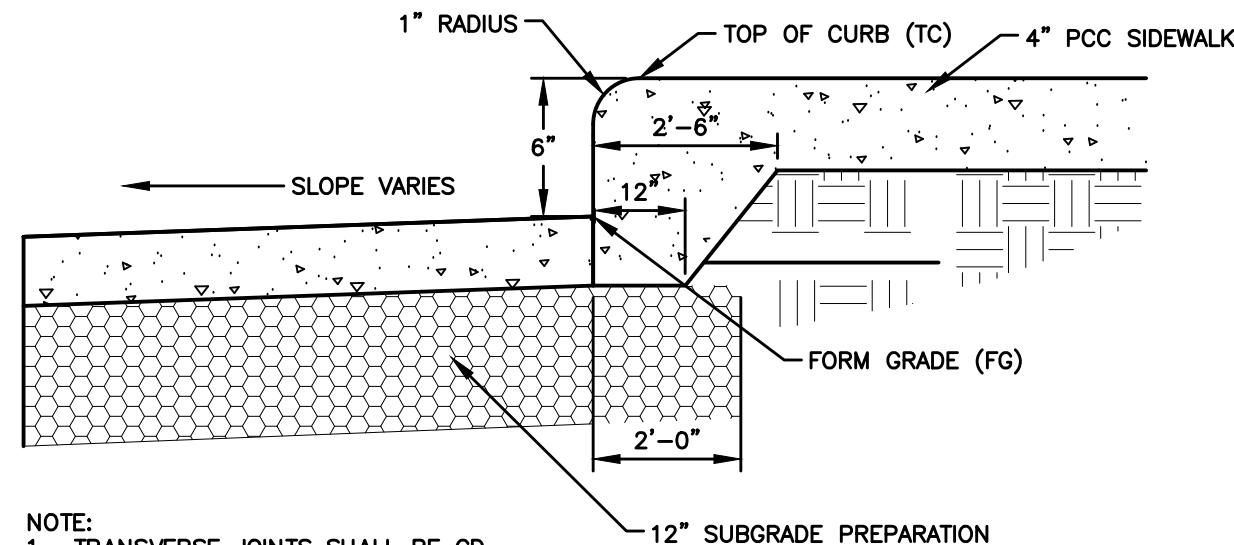
ISOLATION JOINT IN PAVING AT
BUILDING INTERFACE



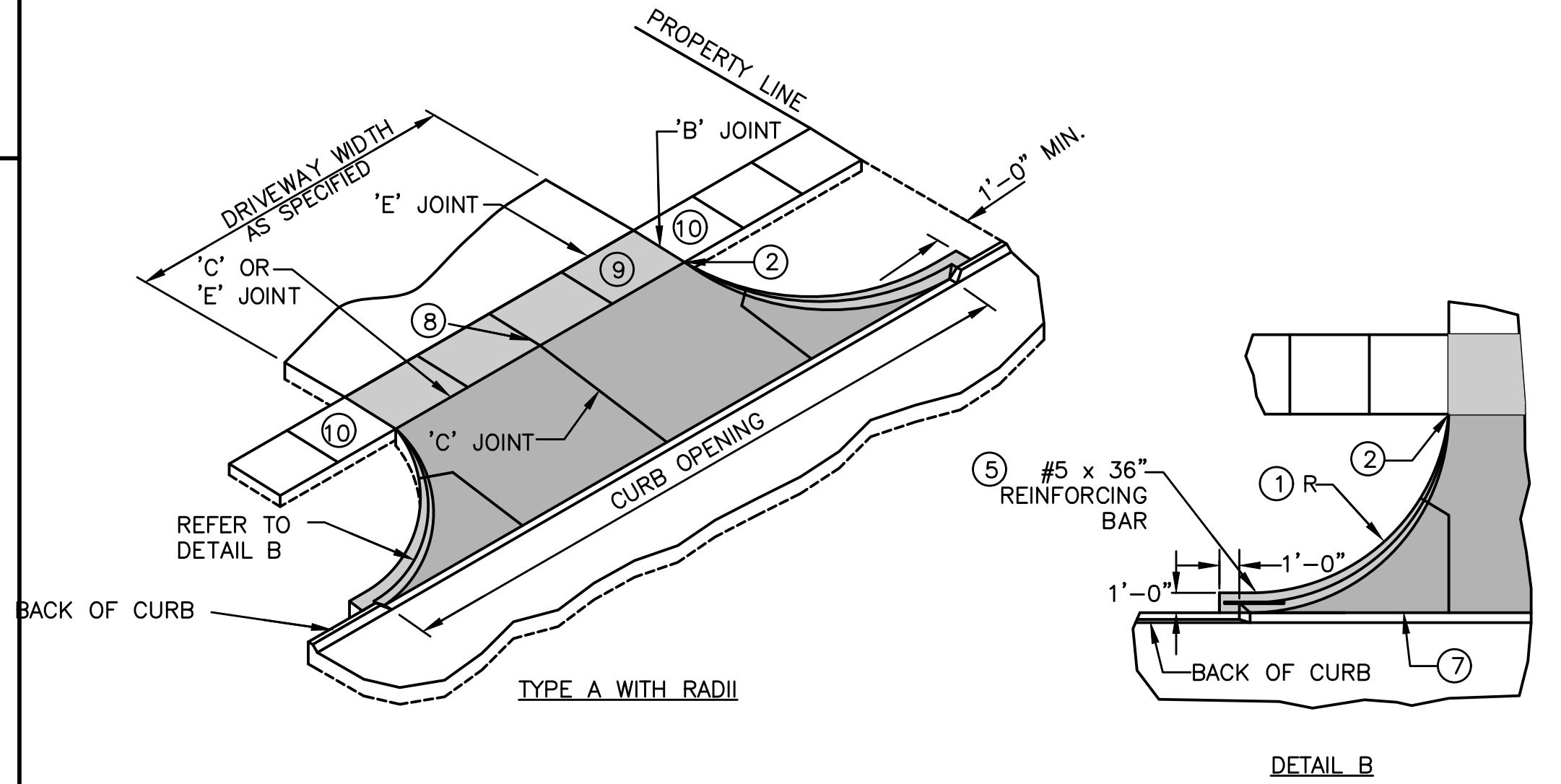
INTEGRAL 6" STANDARD CURB
SPOT ELEVATION REFERENCE



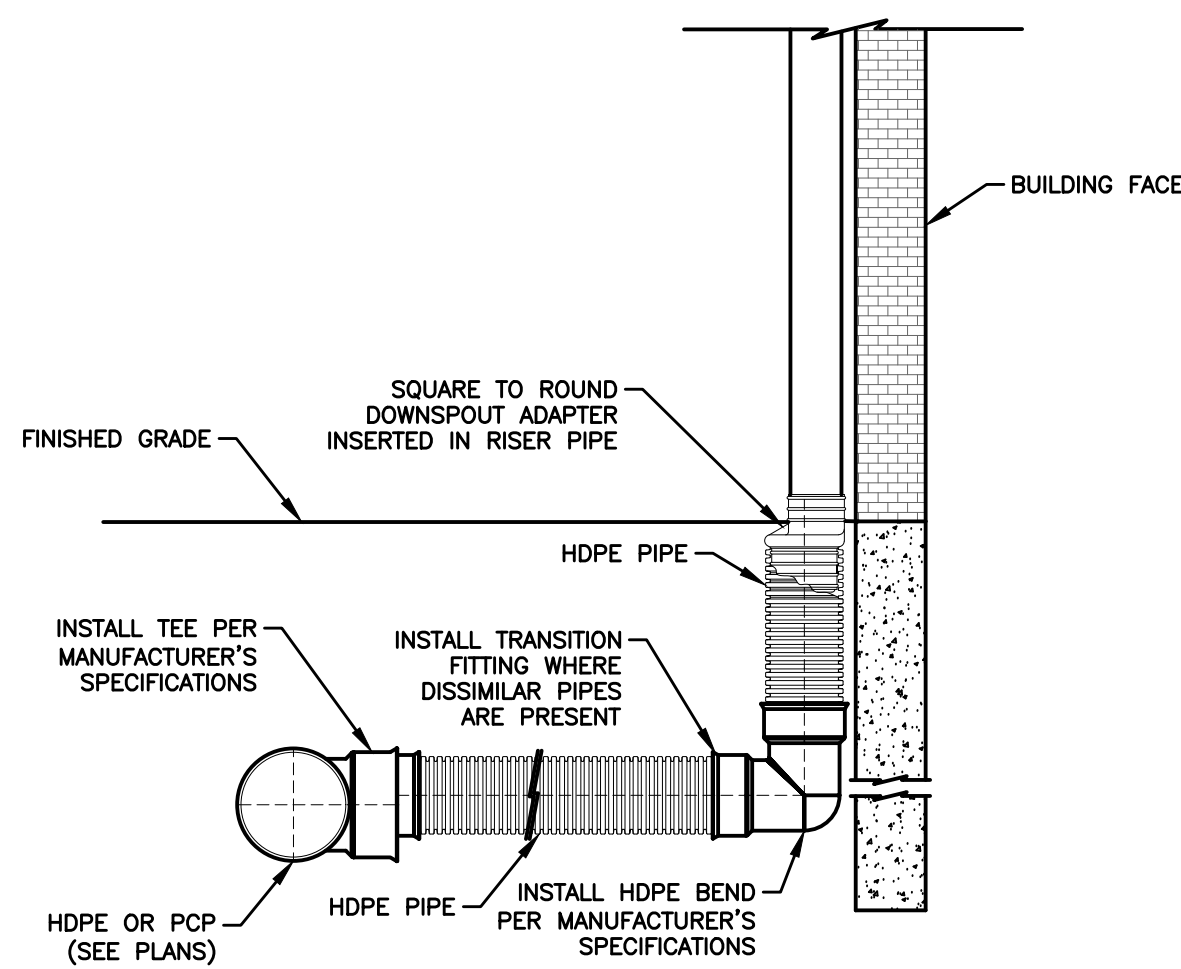
HYDRANT ASSEMBLY
SPOT ELEVATION REFERENCE



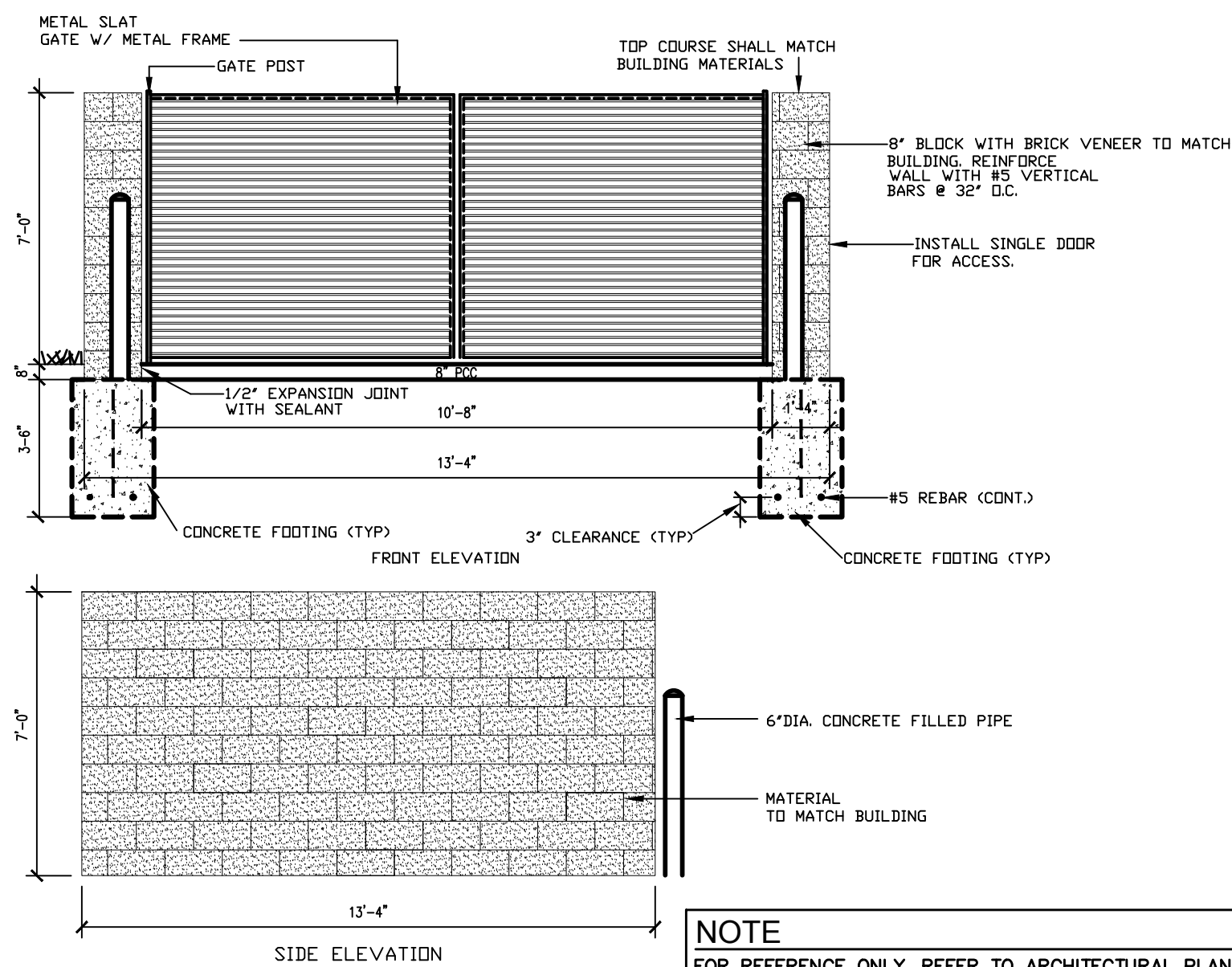
6" INTEGRAL CURB AND
SIDEWALK



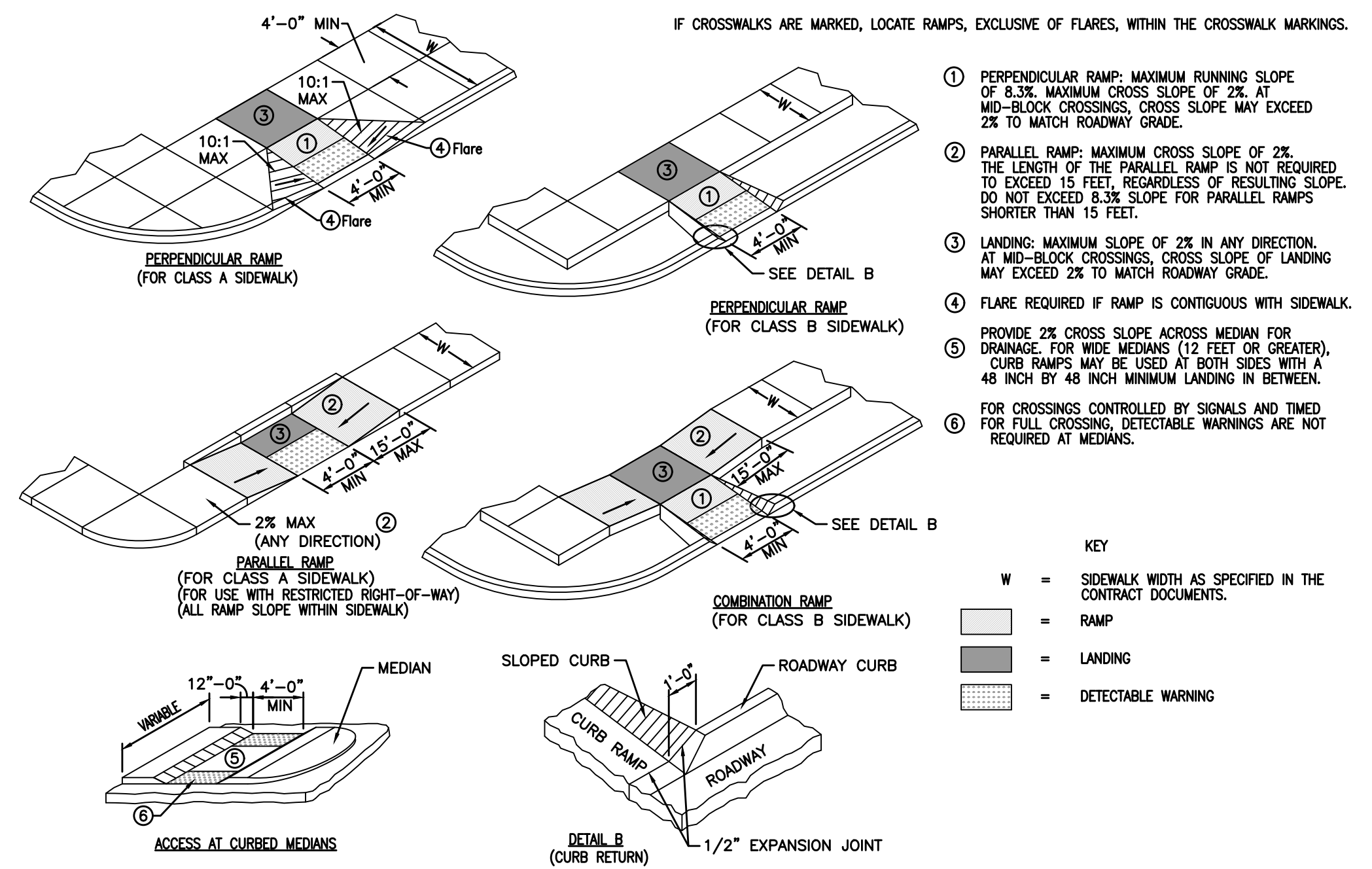
CONCRETE DRIVEWAY TYPE A



ROOF DRAIN
CONNECTION WITH TEE

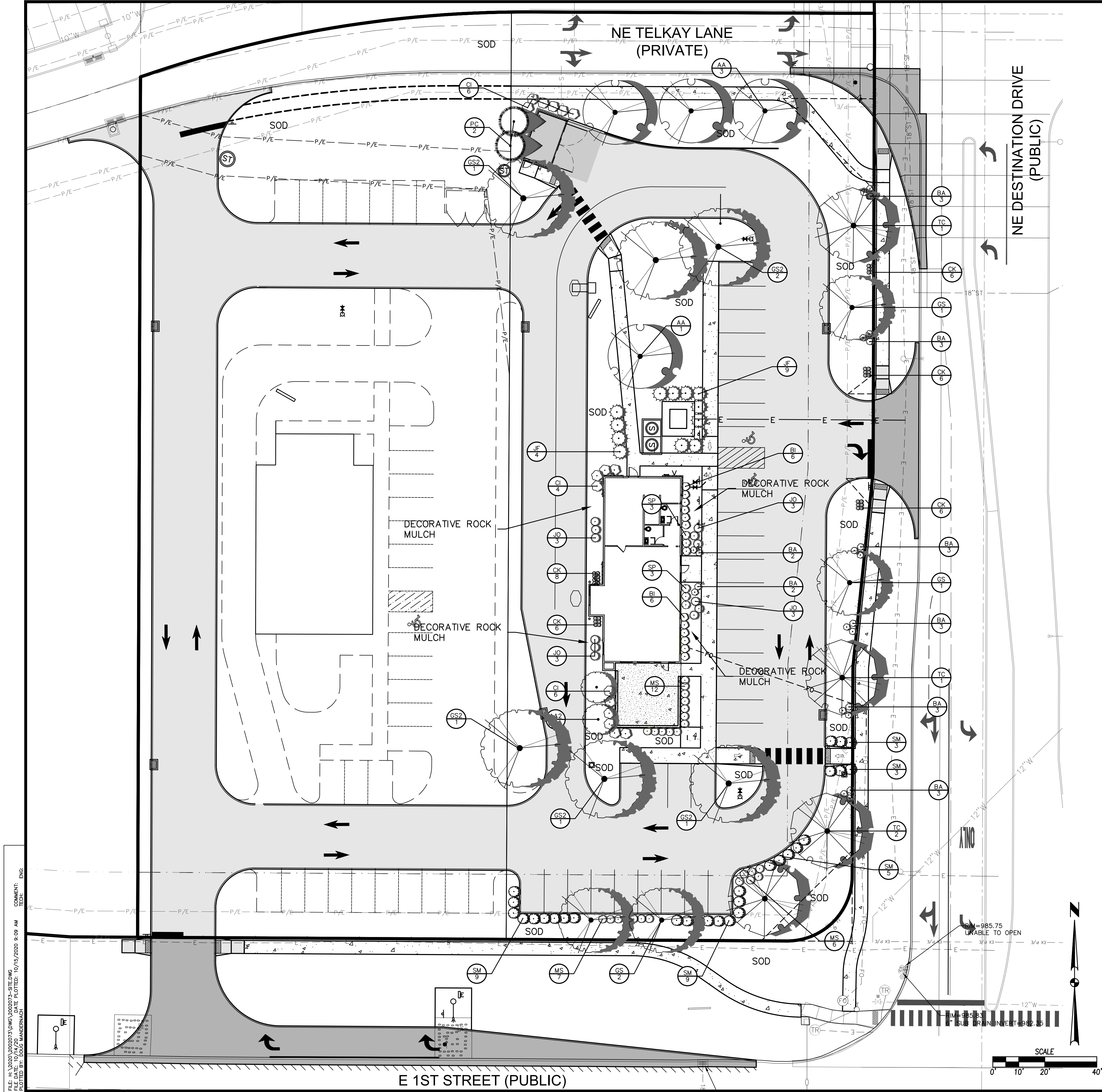


TRASH ENCLOSURE



CURB RAMPS OUTSIDE OF INTERSECTION RADIUS

- 1 DRIVEWAY RADIUS (R).
- 2 TRANSITION THE CURB HEIGHT TO 0 INCHES AT END OF TAPER/RADIUS OR AT THE FRONT EDGE OF SIDEWALK. DO NOT EXTEND RAISED CURB ACROSS SIDEWALK.
- 3 PAVEMENT THICKNESS. RESIDENTIAL: 6 INCHES MINIMUM. COMMERCIAL AND INDUSTRIAL: 7 INCHES MINIMUM.
- 4 SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.
- 5 CENTER REINFORCING BAR VERTICALLY IN THE PAVEMENT.
- 6 MATCH THICKNESS OF ADJACENT ROADWAY, 8 INCHES MINIMUM.
- 7 PROVIDE 'E' JOINT AT BACK OF CURB UNLESS 'B' JOINT IS SPECIFIED.
- 8 FOR ALLEYS, INVERT THE PAVEMENT CROWN 2% TOWARD CENTER OF ALLEY.
- 9 TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. IF SPECIFIED IN THE CONTRACT DOCUMENTS, CONSTRUCT THE SIDEWALK THROUGH THE DRIVEWAY 5 FEET WIDE TO SERVE AS A PASSING SPACE.
- 10 IF CROSS SLOPE OF ADJACENT SIDEWALK PANEL EXCEEDS 2.0%, REMOVE AND REPLACE TO TRANSITION FROM EXISTING SIDEWALK TO SIDEWALK THROUGH DRIVEWAY. IF ELEVATION CHANGE REQUIRES A CURB RAMP, COMPLY WITH FIGURE 7030.205; VERIFY NEED FOR DETECTABLE WARNING PANEL WITH ENGINEER.



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.

LANDSCAPE REQUIREMENTS

PUBLIC RIGHT OF WAY BUFFER: 1 TREE PER 50 LF AND 1 SHRUB PER 4 L.F. BETWEEN VEHICLE USE AREAS AND RIGHT OF WAY		OPEN SPACE CALCULATION: A. 2 TREES PER 1000 SF REQUIRED OPEN SPACE (50% 2 IN. CALIPER, 50% 1.5 IN. CALIPER AT 8' MINIMUM) B. 2 SHRUBS PER 1000 SF REQUIRED OPEN SPACE	
E 1ST STREET (98 FT.)		TREES = 2 SHRUBS = 25	PROVIDED 2 25
NE DESTINATION DRIVE (204 FT.)		TREES = 5 SHRUBS = 51	REQUIRED 6 53
OPEN SPACE CALCULATION: OPEN SPACE REQUIRED = 7,311 SF (15%)		OPEN SPACE 7,311 SF REQUIRED TREES = 15 SHRUBS = 15	
TOTAL SITE: BUILDING = 2,233 SF PARKING AREAS = 24,419 SF STREET = 3,283 SIDEWALK/PATIO = 3,376 SF OPEN SPACE PROVIDED = 15,428 SF (31.65%)		TOTAL SITE: BUILDING = 2,233 SF PARKING AREAS = 24,419 SF STREET = 3,283 SIDEWALK/PATIO = 3,376 SF OPEN SPACE PROVIDED = 15,428 SF (31.65%)	

PLANT LIST:

EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
PC	2	Colorado Spruce	Picea pungens	B&B, 6' HEIGHT
ORNAMENTAL TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AA2	2	Autumn Brilliance Serviceberry	Amelanchier canadensis 'Autumn Brilliance'	B&B, 6' HEIGHT, MULTI-STEM
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AA	4	Autumn Flame Maple	Acer rubrum 'Autumn Flame'	B&B, 1.5" CALIPER
GS	4	Shademaster Locust	Gleditsia triacanthos inermis 'Shademaster'	B&B, 1.5" CALIPER
GS2	6	Shademaster Locust	Gleditsia triacanthos inermis 'Shademaster'	B&B, 2" CALIPER
TC	4	Chancellor Linden	Tilia cordata 'Chancellor' TM	B&B, 2" CALIPER
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
BA	22	Dwarf Redleaf Japanese Barberry	Berberis thunbergii 'Atropurpurea Nana'	3 GAL
BI	12	Wintergreen Korean Littleleaf Boxwood	Buxus sinica insularis 'Wintergreen'	5 GAL
CI	16	Isanti Redosier Dogwood	Cornus sericea 'Isanti'	5 GAL
JF	13	Sea Green Juniper	Juniperus chinensis 'Sea Green'	5 GAL
JO	12	Old Gold Juniper	Juniperus chinensis 'Old Gold'	5 GAL
SM	29	Dwarf Korean Lilac	Syringa meyeri 'Palibin'	5 GAL
SP	6	Bloomerang Purple Lilac	Syringa x 'Penda' TM	3 GAL
GRASSES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
CK	32	Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	5 GAL
MS	25	Silver Feather Grass	Miscanthus sinensis 'Silberfeder'	5 GAL

FILE: H:\2020\20202023\WMS\20202023-STEDS.DWG
COMMENTS: ENS.
PLOTTER: HP PLOTTER
DATE: 10/15/2020 9:09 AM

DATE

10-13-2020

4TH SUBMITTAL

9-25-2020

3RD SUBMITTAL

9-11-2020

1ST SUBMITTAL

8-5-2020

REVISIONS

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

TECH: DAM

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

DESTINATION MARKET PLAT 5

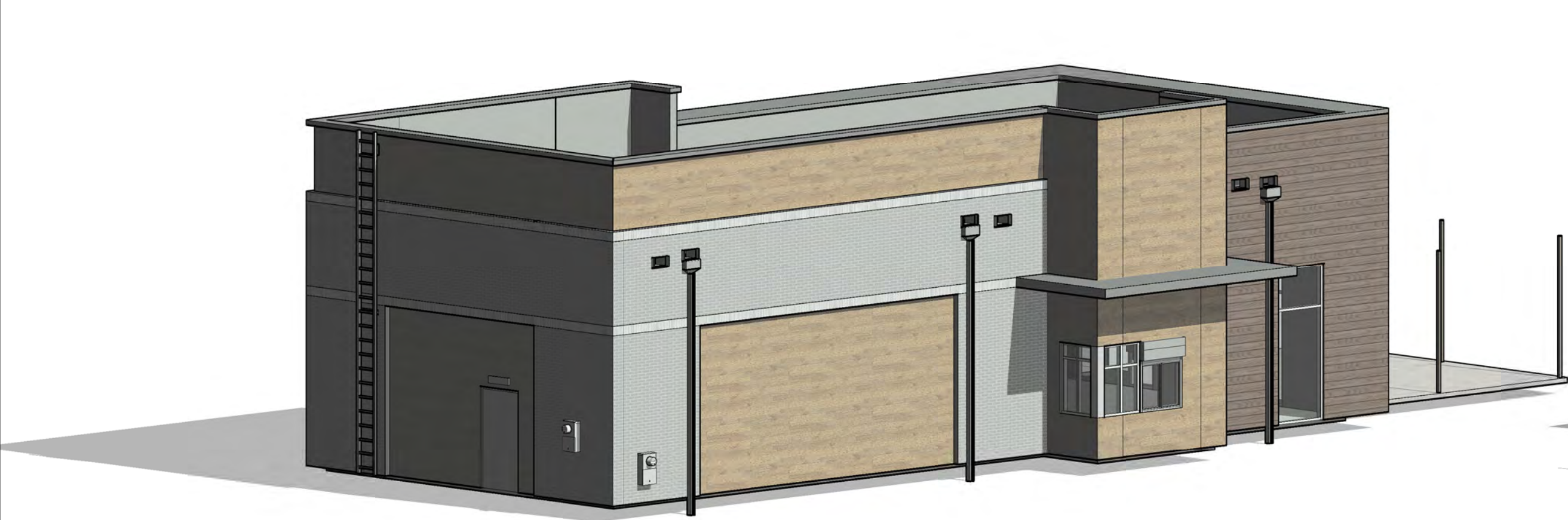
LANDSCAPE PLAN

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09/12/2020 4:20:10 PM



5 **LOOKING SE**

SCALE:



6 **LOOKING NE**

SCALE:



7 **LOOKING NW**

SCALE:



8 **LOOKING SW**

SCALE:

EXTERIOR MATERIAL LEGEND	
MAT. LABEL	MATERIAL DESCRIPTION
AL	CLEAR ANODIZED ALUM
BR1	4" FACE BRICK; BLACK/CHARCOAL COLOR, RUNNING BOND
BR2	4" FACE BRICK-SOLDIER COURSE; BLACK/CHARCOAL COLOR,SOLDIER COURSE
FC1	NICHIHA FIBERCEMENT PANEL 1; VINTAGEWOOD SPRUCE, HORIZONTAL INSTALL
FC2	NICHIHA FIBERCEMENT PANEL 2; VINTAGEWOOD BARK, HORIZONTAL INSTALL
MF	PREFINISHED METAL, BLACK
VIS	1" INSULATED VISION GLASS: CLEAR W/ LOW E COATING IN CLEAR ANODIZED ALUM FRAME

MATERIAL QUANTITY TABLE		NORTH (SF)		SOUTH (SF)		EAST (SF)		WEST (SF)	
	%		%		%		%		%
BRICK	419	48%	0	0%	419	31%	508	30%	
FIBER CEMENT	417	47%	614	97%	921	67%	1129	67%	
PREFINISHED METAL	46	5%	21	3%	25	2%	37	2%	
TOTAL	882	100%	635	100%	1365	100%	1674	100%	

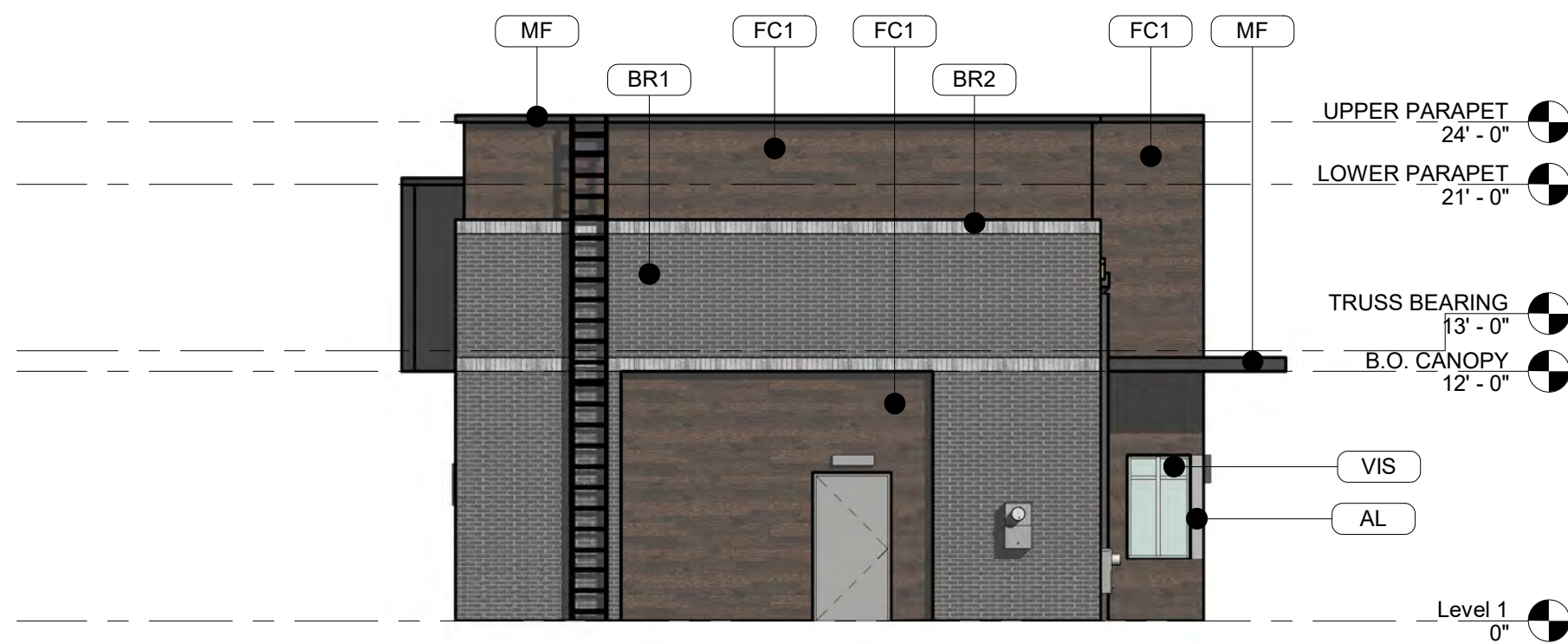
GLAZING QUANTITY TABLE		NORTH (SF)		SOUTH (SF)		EAST (SF)		WEST (SF)	
	%		%		%		%		%
GLAZING	19	2%	187	23%	336	20%	91	5%	
NON-GLAZING	882	98%	635	77%	1365	80%	1674	95%	
TOTAL	901	100%	822	100%	1701	100%	1765	100%	

This drawing has been prepared by the Architect for the Architect's direct supervision. This drawing is not to be used for any other purpose without the written consent of the Architect. The Architect is not responsible for any errors or omissions in this drawing. The Architect is not responsible for any errors or omissions in this drawing. The Architect is not responsible for any errors or omissions in this drawing.

simonson

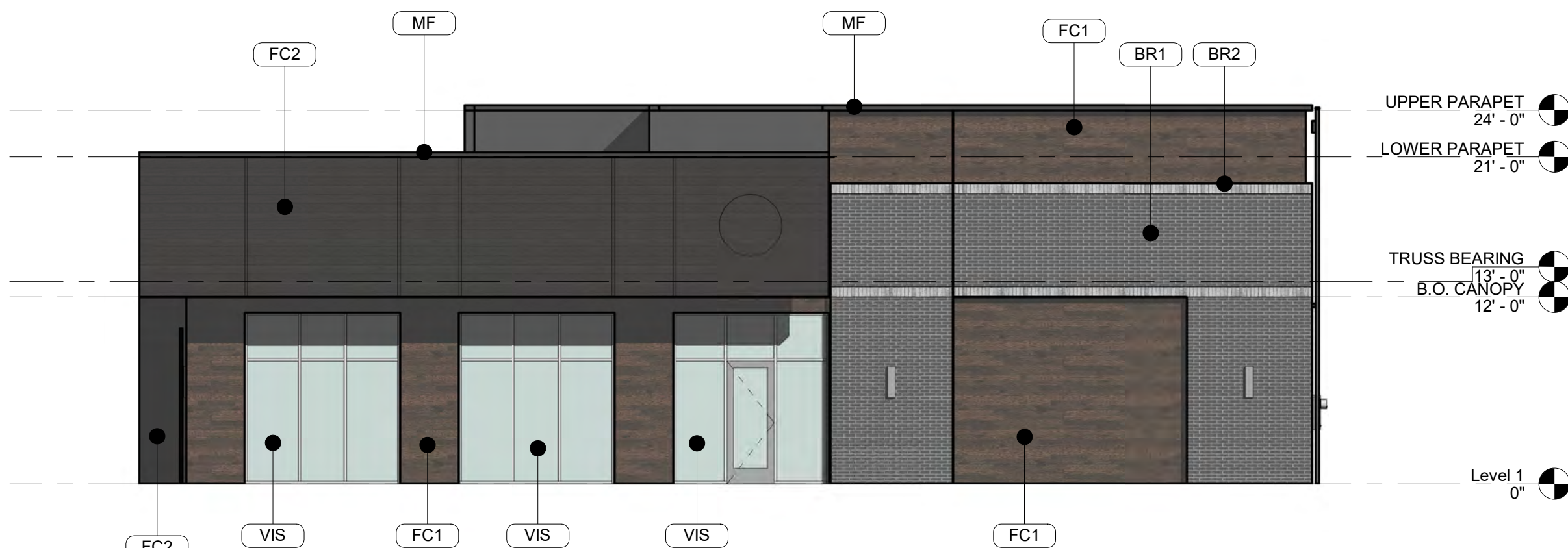
simonson & associates architects llc
1717 ingsoll avenue suite 117 des moines ia 50309
p 515 440 5626 w www.simonsonassoc.com

COFFEE SHOP
DESTINATION MARKET PLAT 5
2255 EAST 1ST STREET
Grimes IA, 50111



2 **NORTH ELEVATION**

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



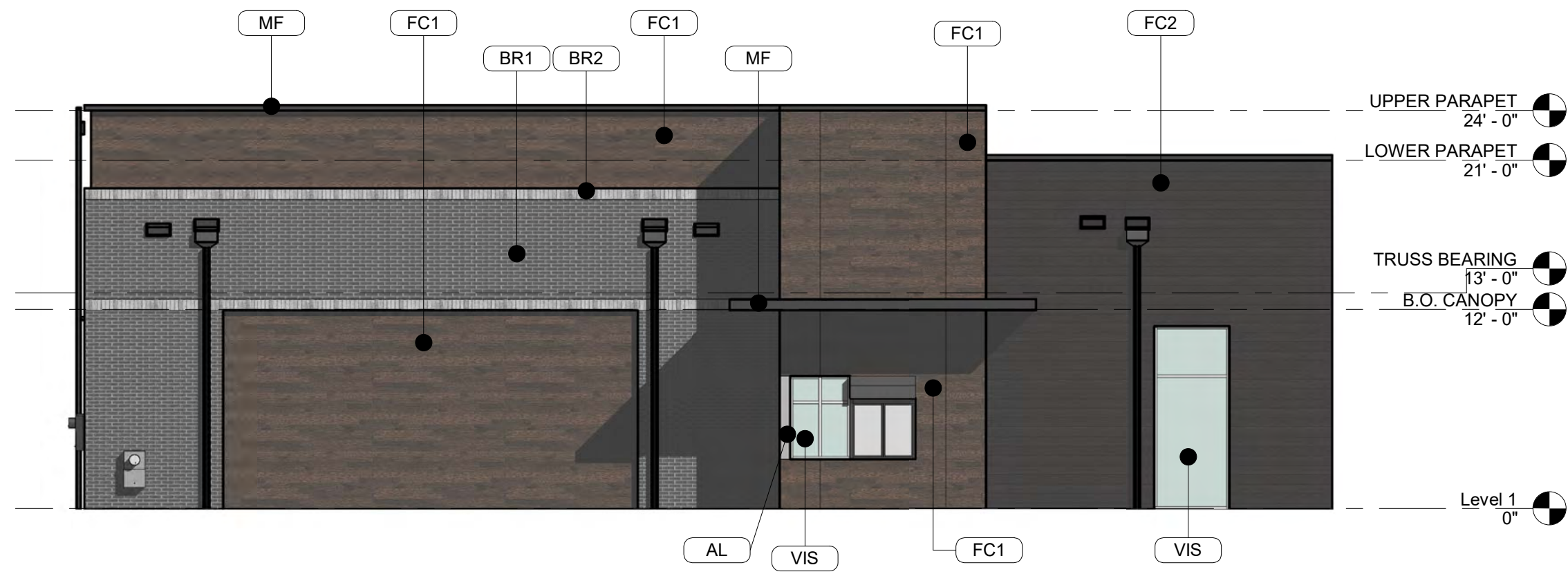
1 **EAST ELEVATION**

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



3 **SOUTH ELEVATION**

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



4 **WEST ELEVATION**

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

MISC EXTERIOR MATERIAL FINISHES

- TYPICAL U.O.N.
- EXPOSED CONCRETE: GRIND SMOOTH & RUB/COAT WITH CEMENT SLURRY.
 - BOLLARDS: CONCRETE FILLED STEEL BOLLARDS PAINTED SAFETY YELLOW.
 - EXPOSED LINTELS: GALVANIZED & PAINTED TO MATCH ADJACENT MATERIAL ABOVE.
 - FASCIA & SOFFIT: METAL PREFINISHED TO MATCH ADJACENT ROOF COLOR.
 - SCUPPERS & DOWNSPOUTS: METAL PREFINISHED BLACK.
 - CAULKS & SEALANTS: COLOR MATCHED TO ADJACENT MATERIAL.
 - HOLLOW METAL MAN DOORS & FRAMES: PAINTED BLACK.
 - LOUVERS: METAL PRE-FINISHED, BLACK.
 - LIGHT FIXTURES: METAL PRE-FINISHED HOUSINGS TO MATCH ADJ. OPENING FRAMING.
 - MECHANICAL EQUIPMENT: IF NOT SCREENED, COLOR TO MATCH ADJACENT MATERIAL.
 - EXTERIOR UTILITY EQUIPMENT: IF ALLOWED, PAINTED TO MATCH ADJACENT MATERIAL.

NOT FOR CONSTRUCTION

Rev. #	Issue / Revision	Date
1	SITE PLAN SUBMITTAL	08.14.2020
4	SITE PLAN RESUBMITTAL	09.11.2020

Proj. No. SAA Proj. Mgr.

19121C EW

Sheet Title

**SITE SUBMITTAL
ELEVATIONS**

Sheet No.

SP-200



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

AGENDA MEMO

For Meeting of October 27, 2020

AGENDA HEADING:

Resolution approving agreement for bulk right of way permit with MetroNet and authorizing Mayor to sign.

SYNOPSIS:

MetroNet is an Indiana-based telecommunications company which operates in Florida, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota and Ohio. In Iowa, MetroNet has recently negotiated similar agreements with the cities of Ames, Bettendorf, Urbandale and Johnston. Negotiations in Clive and Windsor Heights are pending.

MetroNet is proposing to construct a fiber optic network to serve the residents and businesses in Grimes. MetroNet is committing to build a fiber optic network that can serve no less than 90% of the community which is currently not being served by a fiber optic provider. The proposed construction would begin in early 2021.

The Agreement defines the commitments of MetroNet which include:

- Construct a fiber-optic network to substantially all residents and businesses in Grimes. There may be a limited number of individual locations within the City which cannot be served due to locations being isolated or not financially feasible to serve.
- Provide voice, video and internet services to residents and businesses.
- Internet speeds would be provided up to 1 Gigabit per second for both upload and download.
- Complete the fiber optic network within two years of the beginning of physical construction activity.

The Agreement defines the commitments of the City which include:

- Take the steps necessary to process construction permits within 30 days of submittal, provided that the applications are complete.
- Charge MetroNet a not-to-exceed permit cost of \$3,500 that is based the estimated number of permits. Permits are issued for specific geographic areas. It

is estimated that there will be a total of 8 geographic area permits required to install fiber throughout Grimes.

- Work with MetroNet on the placement of fiber optic lines on utility poles. (There could be limited instances when there is not room on an existing pole and an additional pole needs to be mounted behind an existing pole to carry the fiber optic line.)

FISCAL IMPACT:

The City currently contracts with USIC for \$125,000-\$150,000 per year to locate city utilities when a one-call is made to excavate anywhere in the City including the right-of-way. MetroNet's project could double that cost. Staff is analyzing options and will present a business case to the City Council to better control costs.

In order to satisfy the City's commitment to process complete construction permits within 30 days, it could be necessary to hire and/or contract additional personnel to add capacity to process permits, to locate city utilities, and to adequately oversee construction citywide as an unprecedented number of permits for construction in the City's right-of-way are expected to be received. Additional staff for processing permits may be necessary in the fourth quarter of calendar year 2020, depending on MetroNet's construction plans. Costs and any budget amendment information related to providing the additional personnel to service these permits will be provided to Council as needed.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

GRIMES RESOLUTION NO. _____

RESOLUTION APPROVING A LETTER AGREEMENT WITH
METRO FIBERNET, LLC REGARDING CONSTRUCTION OF
A FIBER-TO-THE-PREMISES NETWORK IN GRIMES

WHEREAS, Metro Fibernet, LLC desires to construct a Fiber-To-The-Premises (FTTP) network throughout Grimes to provide fiber optic internet, voice, and video service to residents and businesses; and

WHEREAS, Metro Fibernet, LLC has requested a written agreement with Grimes that defines the manner and costs of its construction of the FTTP network.

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

Section 1. That the City Council approves the Letter Agreement between the City of Grimes and Metro Fibernet, LLC dated October 13, 2020, and attached as Exhibit A.

Section 2. The Mayor is hereby authorized to sign this Letter Agreement on behalf of the City of Grimes.

Section 3. Staff is hereby authorized to implement the terms and obligations in the Letter Agreement.

PASSED AND APPROVED this 13th day of October, 2020.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



October 7, 2020

Mr. Jake Anderson
City Administrator
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Re: Letter Agreement

Dear Mr. Anderson:

Metro Fibernet, LLC ("MetroNet") constructs and operates fiber-to-the-premises networks (each an "FTTP Network") for purposes of providing state-of-the-art all fiber voice, video and Internet services. MetroNet has successfully deployed FTTP Networks in 80 communities in 8 states. The City of Grimes, Iowa ("City") is willing for MetroNet to deploy an FTTP Network throughout the City for purposes of providing fiber based communications services to residents and businesses ("Project"). MetroNet is willing to invest its capital to complete the Project subject to receiving certain assurances from the City regarding the procedures that will govern the Project. The City is willing to provide MetroNet with such details as more particularly set forth in this letter agreement ("Agreement"). MetroNet and the City are sometime referred to herein collectively as the "Parties", each individually a "Party".

I. MetroNet Project Commitments

- A. FTTP Network. MetroNet will construct an FTTP Network capable of providing voice, video and Internet fiber services to residents and businesses in the City. The FTTP Network will be solely funded by MetroNet.
- B. Residential Services. MetroNet will initially provide the following voice, video and Internet services to residential consumers in the City:
 - (1) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform also supports 4K (4,000 pixels per second) next generation television.

- (2) Fiber Phone. A reliable fiber phone service with up to 17 custom calling features, long distance service and a low price point.
 - (3) Fiber Internet. Incredibly fast symmetrical Internet speeds up to 1/1 Gbps.
 - (4) Wireless Home Networking. The ability to connect to multiple devices wirelessly to MetroNet's Internet service and the ability to utilize wireless video set top boxes.
- C. Business Services. MetroNet will provide the following voice, video and Internet services to businesses in the City:
- (1) Hosted PBX. A service that allows a customer 4 digit dialing connectivity, numerous customer calling features and the capability to easily upsize or downsize users.
 - (2) Fiber Internet. Incredibly fast symmetrical Internet speeds of 1/1 Gbps and beyond.
 - (3) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform supports 4K (4,000 pixels per second) next generation television.
- D. Project Timeline. MetroNet will use commercially reasonable efforts to commence the project no later than May 15, 2021 and complete the Project within 18 months of the commencement of physical construction in the City. The City will consider reasonable extensions to the commencement and completion dates outlined above. Failure to commence or complete the project, or request extensions may cause the City to terminate this Agreement.
- E. Franchise. MetroNet acknowledges that it has a Certificate of Franchise Authority from the Iowa Utilities Board, which MetroNet will amend to include service within the City and MetroNet agrees to comply with the requirements set forth therein.
- F. Coverage Area. MetroNet will initially construct an FTTP network capable of serving no less than 90% of those portions of the City that are not privately owned or have existing FTTP services from another provider. MetroNet will use commercially reasonable efforts to expand into new subdivisions and future areas annexed by the City including, but not limited to, participating in joint trenching opportunities.
- G. Restoration. MetroNet will use commercially reasonable efforts to restore property within 3 business days of the boring, subject to factors beyond MetroNet's reasonable control. Consideration will be given to the amount of restoration needed with each boring and MetroNet will endeavor to conduct borings in a manner which requires the least amount of restoration (e.g. when appropriate using streets and sidewalks for equipment rather than lawns, etc.). After boring under the street / curb and sidewalks, MetroNet will inspect for any heaving that may have occurred from the boring process, and if such heaving occurs, notify the City and make a mutually agreeable repair.

Notwithstanding the foregoing, in no event will MetroNet be required to repair, replace or restore any personal property of a property owner that was improperly located in a utility easement.

H. Construction Communications Plan. MetroNet will implement a construction communications plan and will use commercially reasonable efforts to meet the following timelines and standards, as they relate to each approved permit application area:

- (1) At least 30 days, but no more than 45 days, prior to the commencement of construction in a residential area, MetroNet will send a detailed letter to the residential addresses in that area advising occupants of upcoming construction activities. The City of Grimes shall have the right to review and provide edits to the proposed letter.
- (2) At least 14 days, but no more than 30 days, prior to the commencement of construction in a residential area, MetroNet will send postcard reminder to the residential addresses in that area reminding occupants of upcoming construction activities. The City of Grimes shall have the right to review and provide edits to the proposed postcard.
- (3) At least 3 days, but no more than 7 days, prior to the commencement of construction in a residential area, MetroNet will send out street teams to place signs in the yards of those residential properties where MetroNet will commence with construction activities. MetroNet agrees to not place any signs in the right-of way, however will be permitted to do so when no easement is available for the placement of the sign.
- (4) Each communication sent to a residential address will include the URL to MetroNet's construction website: metronetinc.com/construction. On this website residents can find additional information regarding the construction plans in their area. Following construction, property owners will also be able to use this website to submit damage claims in the event MetroNet inadvertently causes damage to their property. For avoidance of doubt, if MetroNet impacts any property improperly located by a property owner in the right-of-way, MetroNet will work in good faith with the property owner to resolve any damage to that property in a way that is satisfactory to both Parties.

II. City Project Commitments.

- A. Construction Permits. Within 30 days of the submittal of a request for a right of way permit, provided such submittal contains all the information reasonably required by the City, the City will issue MetroNet blanket right of way permit to install aerial and underground facilities. Each blanket right of way permit will cover a large geographic area of the City that covers no less than 500 homes and businesses. Submission of right of way permits shall be staggered to allow the City adequate time for review within 30 days. Applicable permits and fees for future MetroNet FTTP Network expansions will follow applicable permitting procedures and fee structures in accordance to City policies at the time of expansion.

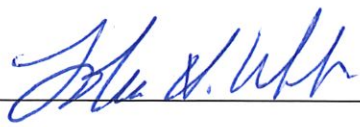
- B. Permit Fee. The City agrees to charge a right of way permit fee calculated at a rate based on the estimated number of linear feet of cable installation, which shall not exceed \$3,500 all permits required for the Project. MetroNet will not be required to pay any additional fees or obtain any additional permits from the City to install aerial and underground facilities in the City associated within the project outlined within this Agreement. The fee shall be due within 30 days of execution of the Agreement and shall not be refundable. Future projects and service installations may require additional fees to be determined at a future date.
- C. Utility Poles. Subject to the following requirements, MetroNet will have the ability to place utility poles in the City rights-of-way and utility easements subject to City approval which approval will not be unreasonably withheld, conditioned or delayed, in accordance with the following:
- (1) MetroNet will not be permitted to install a utility pole in any areas of the City where the utilities are located underground;
 - (2) MetroNet must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to high make ready costs or excessive delays gaining access to the existing utility poles. Upon request, MetroNet will provide the City with documentation evidencing the high make ready costs and/or excessive delays;
 - (3) any requested utility pole will be located on the same side of the road as an existing utility pole line;
 - (4) MetroNet will make reasonable accommodations requested by the City to improve the aesthetics of a requested utility pole in the area where it is to be located;
 - (5) the location of a requested utility pole will not adversely affect the health, safety or welfare of any person;
 - (6) MetroNet will make the requested utility pole available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;
 - (7) If a utility company installs a new utility pole that will accommodate MetroNet's fiber facilities in any area where MetroNet has installed a utility pole, provided MetroNet has access to the new utility pole under reasonable terms and conditions, within a reasonable time period after being notified by the City, MetroNet will move its fiber facilities to the new utility pole and will remove the MetroNet utility pole from the right-of-way;

- (8) No later than sixty (60) days after receipt of written notice from the City, as part of a City construction project, MetroNet will relocate any affected MetroNet facilities so long as other utility and communications providers occupying the same City right-of-way are subject to the same requirements;
 - (9) If either Party has concerns over the proposed location of a MetroNet utility pole, the Parties agree to promptly enter into good faith discussions on identifying a different mutually agreeable location for the utility pole prior to either Party invoking any of its rights under this Section B.
- D. Underground Construction. MetroNet will install its fiber utilizing underground boring procedures. In downtown areas, MetroNet will attempt to install its fiber facilities utilizing rear alleys where possible.
- E. City Business. The City will provide MetroNet with an opportunity to obtain any of the City's phone, video, Internet and other fiber services currently being provided by third parties upon terms reasonably acceptable to both Parties and in accordance with all applicable laws and ordinances including but not limited to City RFP and bidding requirements. For avoidance of doubt, the City will not be required to take any actions if it is under contract with another provider. Additionally, MetroNet will work with the City in good faith on any City requests to provide MetroNet fiber services to City infrastructure and facilities.
- F. No Joint Venture. This Agreement is not intended to create, nor will it be construed to create, any partnership, joint venture, or employment relationship between the City and MetroNet, and neither party will be liable for the payment or performance of any debt, obligations, or liabilities of the other party, unless expressly assumed in writing.
- G. Entire Agreement, Amendments and Assignments. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties. Neither Party shall assign, transfer or sublet the privileges or obligations hereby granted under this Agreement, without prior consent in writing of the other Party which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, with prior notice to the City, MetroNet may assign this Agreement to: (i) any wholly owned affiliate or parent company; or (ii) to any party who acquires all or substantially all of MetroNet's assets or equity whether by sale, reorganization, merger or otherwise.
- H. Applicable Law. This Agreement will be governed by all the laws of the State of Iowa without regard to the choice of law provisions thereof.

- I. Venue. The Parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located Polk County, Iowa for purposes of adjudicating any matter arising out of or relating to this Agreement.
- J. No Third Party Beneficiaries. No rights or privileges of either Party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.
- K. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees or its officers, the City shall not be liable for any injury or damage to any third party's person or property directly resulting from the use, occupancy, possession or exercise of its rights herein granted or from the use, occupancy, possession or exercise of the rights herein granted to its permittees and licensees, the residents of the City or the general public, or directly arising in any manner from the existence of this Agreement. With the exception of any loss, cost or damage due to the City's negligence or willful misconduct, MetroNet shall indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury to a third party directly arising out of or directly resulting from the negligent or intentional acts or omissions of MetroNet or its employees, agents or representatives.
- L. Insurance. MetroNet agrees to maintain, at MetroNet's expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring MetroNet against claims for bodily injury, death or property damage arising out of MetroNet general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability. MetroNet agrees to have the City named as an additional insured under these policies for the work covered by this Agreement.

Accepted and agreed to as of the date first written above

MetroNet

By: 

City of Grimes

By: _____

Attest:

Grimes City Clerk

Date: _____

City of Grimes
Water Treatment Plant
&
Wastewater
Treatment Facility
MONTHLY OPERATING REPORT
September 2019



Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

October 2nd, 2020

City of Grimes

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

RE: Monthly Update September 2020

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for September 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

We appreciate the opportunity to be of service to the City of Grimes. We are available to discuss this report, or any other aspect of our operations, at your convenience. Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Nick Deardorff
Project Manager
USW UTILITY GROUP

1.0 Facility Safety

There were no safety violations to report for the current month.

The subjects of the monthly safety training were Safe Fuel Handling Practices, Keeping Chemical Deliveries Safe, Don't Get in a Bind With a Backhoe, and Operating Laboratory Equipment. All staff reviewed, understood, and acknowledged the material.

2.0 Drinking Water Treatment Facility Operation Report

This month the drinking water treatment facility saw less demand for water than we had in previous months. The ASR was not utilized at all as a result of less demand. Dorrian plumbing worked on CO2 tank, fixed leak, and recharged. Nick from Jetco worked on the programming for the North Jordan. Kevin from Central Pump put drive chain back on the scraper for clarifier 2. Construction of the new drinking water treatment plant continued during the month. The new raw water main and Jordan well project is complete pending testing of programming for the well. We were able to conduct bacteria testing on the raw water main and passed all tests. The 1.5 MG water tower project is also moving forward steadily. The bowl for the tower has been painted and the Grimes logo has been installed. Preparations are being conducted to raise the bowl into place.

Finished Water Monthly Flows and Hardness

		Sept-20	Jul-20	Sept-19
Water	Units			
Average Daily Pumped	gallons	1797000	2,321,450	1503000
Maximum Daily Pumped	gallons	2356000	3,312,000	2,096,000
Minimum Daily Pumped	gallons	1290000	1,645,000	1,069,000
Hardness				
Hardness - Avg Raw	grains	25.67	26.00	27.1
Hardness - Avg Finish	grains	5.44	4.38	6.78
Iron mg/l				
Avg Raw	mg/L	6.6	7.21	6.97
Avg Finish	mg/L	0.12	0.11	0.10
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.18	0.32	0.27
Avg Finish Fl.	mg/L	0.11	0.21	0.29

Drinking Water Distribution Report

During the month of August, we installed a large number of water meters and replaced quite a few defective meters. We repaired two hydrants that were struck by vehicles. We continue to inspect manholes, exercise valves, and flush hydrants. We have also been painting hydrants this month. We repaired two water main breaks this month. One was an older pipe located on NW 3rd st. The other was struck by a boring crew on NW Brookside. The boring crew also hit a service for a house on NW Sunset Dr. Both were repaired at the expense of the contractor. This led to a higher than normal water loss for this month. The water loss is high this month due to a lot of flushing at construction sites for new services and mains and our own flushing program as well as construction water for the new water plant. Construction is continuing on the new water plant and water tower. The water tower damage from last month was repaired and the tower has been painted. They are looking at raising the bowl of the tower in the beginning of October.

September 2020

Distribution	Sept-20
Work Orders	58
Meters Installed	43
Residential	40
Commercial	3
Temp Hydrants	9
Disconnect Notices	0
Services Disconnected	36
Hydrants Inspected/Flushed	32
Valves Exercised	18
Manholes Inspected	30
Water Loss	2,600,000

Wastewater Treatment Facility Operation Report

During the month of September, we continued to attempt keep our daily limits for ammonia below the limits set by the DNR. However, we were in violation for monthly ammonia discharge limits as well as five maximum daily violations. We are working with the DNR, Engineers, and operating staff to devise a plan to stay within compliance until we can connect to the WRA. The DNR has stated that even though we are connecting to the WRA in the future we need to find a way to stay within compliance for a discharge. We have met with engineers' options for what will be the most cost-effective way to achieve this goal. We have submitted a plan to the DNR for review. We still have not had any smell complaints that have been brought to our attention for several months so in terms of operation we feel we are getting in better control of odors.

Wastewater Treatment Facility Flows

	Plant Influent (MGD)
Total	52.33
Average per day	1.74
Minimum	1.42
Maximum	2.4

Wastewater Influent & Effluent Quality

	Influent		Effluent					
Parameter	Daily Ave MG/L	Daily Ave LBS/Day	Daily Max	Permit Daily MG/L Limit	7 Day Max Ave	Permit 7 Day Max Limit	30 Day Average	Permit 30 Day Ave
BOD ₅	129.31	1891.0	•	•	•	•	•	•
CBOD ₅	•	•	2.4 LBS/Day	•	1.59 LBS/Day	711 LBS/Day	1.74 LBS/Day	444 LBS/Day
Suspended solids	442.2	5981.4	11	•	11	45.0	3.5	533
Nitrogen Ammonia	•	•	9.87 MG/L	5.0 MG/L	8.03 MG/L	•	4.85 MG/L	1.5 MG/L
Nitrate Nitrogen	38.42	544.4	15.1 LBS/Day	942.33 LBS/Day	15.1 LBS/Day	•	12.64 LBS/Day	576 LBS/Day
Dissolved Oxygen	•	•	6.49	•	6.02	•	5.172	>5.0
PH	•	•	7.69	6.5 to 9 STD Units	7.595	•	•	•

ND= No Detection

• = No limit set