

1. Agenda

Documents:

[071321 CC AGENDA2.PDF](#)

2. Meeting Materials

Documents:

[071321 CC PACKET2.PDF](#)

Grimes City Council Agenda

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

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

Mission Statement

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

Grimes City Council Meeting July 13, 2021 **In Person/Zoom at Grimes Community Center, 410 SE Main Street**

*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:

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/3787305851?pwd=Y2xpSUU2T3IxUUUpkSmFtRVlmTjIyUT09>

Meeting ID: 378 730 5851

Passcode: 1234

One Tap mobile +

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.

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.

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 July 13, 2021 AT 5:30 PM AT GRIMES CITY HALL

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. Resolution 07-0121 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Kennybrook South Plat 4 Lot 12 – 708 SW Timberview Drive
 - C. Resolution 07-0221 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Chevalia Valley 2 Lot 28 – 204 NE 22nd Circle
 - D. Resolution 07-0921 Approving Consent and Agreement for Improvements Withing Overland Flowage Easement Autumn Park West Plat 1 Lot 15 - 1501 NW 8th Street
 - E. Resolution 07-0321 Approving Farm Tenant Crop Loss Agreement and Partial Termination of Lease – Urfer-Ellis Acquisition
 - F. Resolution 07-0421 Accepting Public Improvements for Grimes Crossing Plat 8
 - G. Resolution 07-0521 Assigning Address, Lot 5 and 6 of Heritage at Grimes Plat 2
 - H. Resolution 07-0621 Approving Quotes and Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy
 - I. Resolution 07-0721 Agreement for an Iowa's Clean Air Attainment Program (ICAAP) Federal-Aid Swap Project – Iowa Department of Transportation
 - J. Resolution 07-1021 Approving Construction Manager Agreement with Butzke Burch Construction for Grimes Community Complex Improvements
 - K. Resolution 07-1221 Approving Personnel Transactions
 - L. Set a Public Hearing on an Ordinance Deleting and Replacing Grimes Code of Ordinances Section 47.20 to Permit and Regulate Alcoholic Beverage Possession and Consumption on Grimes Public Property for August 10, 2021
 - M. Professional Services Pay Requests:
 1. Pay Request #4 Foth Infrastructure & Environment, LLC for the James Street Corridor Study North 27th Street to South 37th Street \$7,670.00
 2. Pay Request #7 Foth Infrastructure & Environment, LLC for the South James Street and SE 6th Street Intersection Improvements \$7,290.00
 3. Pay Request #3 Nilles Associates, Inc. for the Kennybrook South Detention Basin Improvements \$26,202.50
 4. Pay Request #3 MSA Professional Services, Inc for SE Jacob Street and SE Trail Ridge Road Water Main Design and Bidding Services \$13,654.00
 5. Pay Request #2 MSA Professional Services, Inc for North Sports Complex Parking Lot Improvements \$16,230.00
 6. Pay Request #8 HR Green, In for the Pavement Management Study \$2,177.00
 7. Pay Request #31 to Veenstra & Kimm, Inc for the WRA Connector \$19,548.00

8. Pay Request #14 to Veenstra & Kimm, Inc for the Northwest Territory Lift Station and Forced Main Project \$10,893.34
9. Pay Request #12 to Civil Design Advantage for Concept Planning – WRA Sanitary Sewer Connection \$2,177.25
10. Pay Request #18 to Bolton & Menk, Inc for the Highway 44 & SW County Line Road Intersection Improvements \$21,853.00
11. Pay Request #8 to Bolton & Menk, Inc for the Highway 44 Corridor Study \$7,035.00
- N. Pay Applications:
 1. Pay Request #1 to Absolute Concrete for the County Line Road Intersection Improvements \$281,913.92
 2. Pay Request #19 to Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant Phase 1 \$222,000.18
- O. Change Order 1 to Absolute Concrete for the County Line Road Intersection Improvements increasing contract \$22,764.00
- P. Resolution 07-1321 Purchase of Musco Control-Link Control System \$10,950.00
- Q. Resolution 07-1421 Approving Purchased Agreement – WRA (Grant Property)
- R. Resolution 07-1521 Accepting a Proposal From Iowa Signal, Inc. In The Amount of \$49,888.50 for the Construction of the S James Street and SE 6th Street Temporary Traffic Signalization Project
- S. Resolution 07-1721 Accepting Public Improvements in Heritage Apartments Plat 1 Lot 1 and 2
- T. Resolution 07-1621 Ordering Construction of the Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor – Hearing August 10, 2021 at 5:30 pm
- U. Resolution 07-1821 Ordering Construction of the SE Jacob Street Water Main, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor – Hearing August 10, 2021 at 5:30 pm.
- V. Resolution 07-2021 Ordering Construction of the North Sports Complex Parking Lot Improvements, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor for August 24, 2021 at 5:30 pm.
- W. Receiving and Filing of Correspondence and Reports
- X. Claims Dated June 25, 2021 \$122,527.58
- Y. Claims Dated July 13, 2021 \$1,415,696.33
- Z. Appointment of Denise Bickford to the Board of Adjustments to Fill Open Seat Term until January 2026

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:

1. Second Reading of Ordinance 749 for James Place Property Generally Located South of SW 19th Street and West of South James Street from A-1 Agriculture to R-4 Planned Unit Development
2. Second Reading of Ordinance 750 to Consider Amending Provision of the Zoning Ordinance of the City of Grimes, Iowa Regarding Signs

3. Rezoning of Meadows PUD
 1. Public Hearing on Proposed Rezoning of Property Generally Located at the Southwest Corner of Highway 44 and SW County Line Road from A-1 Agricultural to R-4 Planned Unit Development for the Meadows PUD
 2. First Reading of Ordinance 751 Rezoning Property Generally Located at the Southwest Corner of Highway 44 and SW County Line Road from A-1 Agricultural to R-4 Planned Unit Development for the Meadows PUD
4. Application for a State Revolving Loan and to make Available to the Public the Contents of an Environmental Information Document and the Grimes WRA Sanitary Sewer Project Plan
 1. Public Hearing To Review an Application for a State Revolving Loan and to make Available to the Public the Contents of an Environmental Information Document and the Grimes WRA Sanitary Sewer Project Plan
 2. Resolution 07-0821 Approving an Application for a State Revolving Loan and to make Available to the Public the Contents of an Environmental Information Document and the Grimes WRA Sanitary Sewer Project Plan
5. 1831 SE Princeton Drive – Paramount Kitchen and Bath Site Plan
6. Grimes Public Library Site Plan
7. Heritage Town Center Phase 2 Site Plan
8. Mega Storage Site Plan
9. Hope Commercial Plat 4 Preliminary Plat
10. Resolution 07-1121 Approving Professional Services with Estes Construction as the Construction Manager for the new Grimes Library
11. Resolution of Necessity 07-1921 Grimes Emergency Water Main

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, June 22, 2021

*Please note the regular City Council Meeting was held as an electronic and in person meeting. The meeting was called to order by Mayor Mikkelsen Tuesday June 22, 2021 at 5:45 pm at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Borcharding, Second by Burger, to approve the agenda

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

CONSENT AGENDA

A. Minutes from previous meeting B. Licensing: Alcoholic Beverage Division: a. Renewal: Walmart: 2150 E. 1st Street: Class E-Liquor; B-Wine; C-Beer, & Sunday Sales C. Pay Requests for Professional Services: 1. Pay Request #3 Snyder & Associates – Hope Commercial Traffic Impact Study \$5,513.40 2. Pay Request #19 McClure Engineering Company for Reverse Osmosis Water Treatment Plant Phase 1 \$37,325.05 3. Pay Request #18 to McClure Engineering Company for New 1.5 MG Elevated Storage Tower Construction Phase \$3,120.00 4. Pay Request #9 to McClure Engineering Company for Water System Study \$4,655.00 5. Pay Request #7 to HR Green, Inc to Pavement Management Study \$2,227.00 6. Whitfield & Eddy Law – legal services \$14,317.50 D. Resolution 06-1621 Approving a Five -Year Agreement with City of Grimes and Iowa DOT for Maintenance and Repair of Primary Roads in Municipalities E. Nilles Professional Services Agreement Amendment #1 for Silkwood Area Drainage Improvements F. Resolution 06-1821 Accepting Traffic Signal Equipment Procurement Quotations From Traffic Control Corporation In The Amount of \$39,294.00; From General Traffic Control Controls In the Amount of \$23,815.00; And From Electrical Products Company (Valmont) In The Amount of \$37,471.00 For The Construction Of The Iowa Highway 141 Southbound and Iowa Highway 44 Intersection Improvements Project G. Resolution 06-1921 Accepting A Proposal From Redbud Landscaping, LLC in the Amount of \$60,130.50 for the Construction of the Kennybrook Wetland (Landscaping) Project H. Resolution 06-2321 Setting a Public Hearing on Proposed Rezoning of Property Generally Located at the Southwest Corner of Highway 44 and SW County Line Road from A-1 Agricultural to R-4 Planned Unit Development for the Meadows PUD for July 13, 2021 at 5:30 pm. I. Resolution 06-2421 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Parkview North Plat 5 Lot 3 and Outlot W – 708 NW 8th Street J. Resolution 06-2521 Approving Consent and Agreement for Improvements Within Overland Flowage Easements, Sanitary Sewer Easement, and Storm Sewer Easement for Lot 1 and Outlot Y in Parkview North Plat 5 – 700 NW 8th Street K. Resolution 06-2621 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 2 and Outlot X in Parkview North Plat 5 – 704 NW 8th Street L. Pay Requests: 1. Pay Request #18 Shank Constructors, Inc for Reverse Osmosis Water Treatment Plant Phase \$382,449.77 2. Pay Request #4 to Redbud Landscaping, LLC for Native Vegetation Enhancements in Storm Water Treatment Facilities \$427.50 3. Pay Request #1 to Irrigation Iowa LLC for South Sports Complex Irrigation Project \$39,438.16 M. Resolution 06-2021 Approving Quotes and

Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy N. Resolution 06-2121 Approving Personnel Transaction O. Resolution 06-2221 Adjusting Employee Compensation and Approving Salary Ranges for Fiscal Year 2022 P. City of Johnston – reimbursement of supplies for Johnston Grimes Fire Department April- May \$31,179.95 Q. Request for Street Closure for Block Party on SW Maplewood Drive on September 5, 2021 R. Receiving and Filing of Correspondence and Reports S. Finance Report T. Claims Report \$1,650,699.33
Motion by Borcharding, Second by Burger, the Consent Agenda shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

PUBLIC FORUM – None

PUBLIC AND COUNCIL AGENDA ITEMS

A. Proposed Amendment #2 to Fiscal Year 2020-2021 City of Grimes Budget

Finance Director Marcia Woodke addressed the Council stating that this is due to an invoice for \$57,000 received from the 2020B issuance that was received after completion of the 1st fiscal year amendment.

1. Public Hearing on the Proposed Amendment #2 to Fiscal Year 2020-2021 City of Grimes Budget

Mayor Mikkelsen opened the Public Hearing at 5:45 PM, being no written or oral comments; the Public Hearing was closed at 5:45 PM.

2. Resolution 06-1421 Approving the City’s Proposed Amendment #2 to the Fiscal Year 2020-2021 Budget

Motion by Gisch, Second by Burger, to approve Resolution 06-1421 approving the City’s proposed Amendment #2 for the Fiscal Year 2020-2021

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

B. Rezoning of James Place Property Generally Located South of SW 19th Street and West of South James Street from A-1 Agriculture to R-4 Planned Unit Development

Development Services Director Alex Pfaltzgraff addressed the Council stating that the applicant is requesting approval for a rezone of approximately 35 acres to allow for construction of a commercial and residential development. Pfaltzgraff stated that the Development Agreement outlines architecture standards that are consistent with the overlay standards, so the development will be compatible to future development in the area. Pfaltzgraff added that the concept plan provides the general acreage and layout for each land use type. He stated the commercial and mixed use are located at the corner of SW 19th Street and South James Street and will transition to high density and medium density moving west.

1. Public Hearing for James Place Property Generally Located South of SW 19th Street and West of South James Street from A-1 Agriculture to R-4 Planned Unit Development

Mayor Mikkelsen opened the Public Hearing at 5:56 PM, being no written or oral comments; the Public Hearing was closed at 5:56 PM.

Council Member Gisch asked for more discussion on what the intent was for future growth and if this area was intended to become a primary east to west gateway to the city. Pfaltzgraff noted that studies have been made to ensure easements are in place for expansion of the infrastructure as needed in the future.

2. First Reading of Ordinance 749 for James Place Property Generally Located South of SW 19th Street and West of South James Street from A-1 Agriculture to R-4 Planned Unit Development

Motion by Altringer, Second by Borcharding, to approve the First Reading of Ordinance 749 for James Place Property Generally Located South of SW 19th Street and West of South James Street from A-1 Agriculture to R-4 Planned Unit Development.

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

C. Consider Amending Provision of the Zoning Ordinance of the City of Grimes

Pfaltzgraff addressed the Council stating that over the years there had been a number of inconsistencies in the current sign ordinance that complicates interpretation and enforcement. Pfaltzgraff noted that the Planning and Zoning Board had spent a lot of time reviewing the Ordinance and refining the language to ensure a reasonable and consistent guideline for signage throughout the city. He stated the goal with this re-write is to create flexible sign regulations that are comparable to other communities in the metro area, while ensuring that the vision for our growing community is upheld. General discussion was held on the differences between residential and commercial requirements, temporary signage, electronic message boards, building, and ground mounted signs.

1. Public Hearing to Consider Amending Provision of the Zoning Ordinance of the City of Grimes, Iowa Regarding Signs

Mayor Mikkelsen opened the Public Hearing at 6:38 PM, being no written or oral comments; the Public Hearing was closed at 6:38 PM.

2. First Reading of Ordinance 750 to Consider Amending Provision of the Zoning Ordinance of the City of Grimes, Iowa Regarding Signs

Motion by Borcharding, Second by Burger, to approve the First Reading of Ordinance 750 to Consider Amending Provision of the Zoning Ordinance of the City of Grimes, Iowa Regarding Signs

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

D. City State Bank Site Plan Amendment

Pfaltzgraff said the applicant is requesting approval of the site plan amendment for City State Bank to expand their existing office building by 820 square feet on the northwest side. Pfaltzgraff stated they would also be adding 4 more parking spaces.

Motion by Gisch, Second by Altringer, to approve the City State Bank Site Plan Amendment.

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

E. Crossroads Plat 4, Preliminary Plat

Pfaltzgraff addressed the Council stating that this property is located between SE Crossroads Drive and SE Grimes Boulevard. Pfaltzgraff said the applicant is requesting approval of a preliminary plat, which will allow for the future re-plat of three parcels into two parcels. Pfaltzgraff stated the proposed lots will be approximately 1.84 acres and 2.13 acres in size and water and sewer utilities are already in place.

Motion by Johansen, Second by Altringer, to approve Crossroads Plat 4 Preliminary Plat subject to any additional staff comments.

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

F. Crossroads Plat 4 Site Plan

Pfaltzgraff said the applicant is requesting approval of a site plan for two buildings located at 3400 SE Crossroads Drive and 3455 SE Grimes Boulevard. He advised that building A will be 9,876 square foot retail building and building C will be a 19,581 square foot flex warehouse. Pfaltzgraff stated these properties are located within the M-1A Zoning District and within the Highway 141 Mixed Use Development Corridor District. Pfaltzgraff said there would be two access points along SE Crossroads Drive and the site meets the minimum landscape requirements for Highway 141 Mixed Use Development District Overlay. Pfaltzgraff said the facades for both buildings are proposed to be principally constructed of architectural precast wall panels with metal trim and rooftop mechanical units will be screened from view on all sides of the buildings. Pfaltzgraff noted that the buildings meet the minimum requirement standards, but recommended a possible review of those requirement standards in the future.

Motion by Borcharding, Second by Burger, to approve the Crossroads Plat 4 Site Plan.

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

G. Report and Status Update on Water Distribution

City Administrator Jake Anderson addressed the Council stating that two weeks ago the unseasonable dry weather caused a high demand, and concerns of a possible water main break, that made a significant impact on the water resources for the City. Anderson said the reserve water sources from the ASR had air in the supply that caused an issue at the customer's tap. Anderson said with voluntary conservation, the condition has since stabilized, and further solutions to the ASR well are being reviewed. Derek Anderson with McClure Engineering addressed the Council with further details on the situation. Derek Anderson said a process of running a water main from the ASR well to the standpipe in order to allow the air to escape is being explored. Derek Anderson said the new water system improvements are not fully on line yet, but should be ready to start up in September. He said all systems should be fully on line and usable before next summer. General discussion continued on voluntary conservation guidelines and planning for possible future times of high usage. Mayor Mikkelsen thanked the community for their efforts and cooperation with voluntary measures.

Mayor Mikkelsen expressed appreciation for all the efforts from Brian Bueth and Economic Development staff and volunteers on holding a successful Governors Day's event.

ADJOURN

Motion by Altringer, Second by Borcharding, to adjourn the meeting at 7:21 P.M.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



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

AGENDA MEMO

For Meeting of June 22, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Kennybrook South Plat 4 Lot 12.

SYNOPSIS: The owner of 708 SW Timberview Drive has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Kennybrook South Plat 4.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Kennybrook South Plat 4 Lot 12.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 12 IN KENNYBROOK SOUTH PLAT 4
708 SW TIMBERVIEW DRIVE

WHEREAS, the owners of Lot 12 in Kennybrook South Plat 4 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 12, Kennybrook South Plat 4, 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 101 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 Collin Christensen and Krista Gerke, as joint tenants with full rights of survivorship and not as tenants in common, (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 12 of Kennybrook South Plat 4 (708 SW Timberview 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 June 14, 2016 recorded on September 27, 2016, in Book 16197, Page 572, 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 10th day of June, 2021.

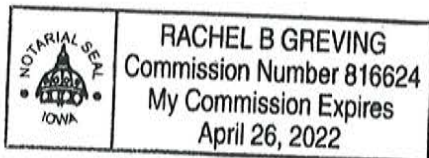
PROPERTY OWNERS

Collin Christensen
Collin Christensen

Krista Gerke
Krista Gerke

STATE OF IOWA)
COUNTY OF Polk) SS

On this 10th day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Collin Christensen, 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.

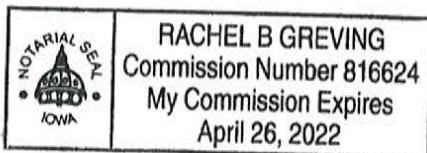


Rachel Greiving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
COUNTY OF Polk) SS

On this 10th day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Krista Gerke, 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 Greiving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chain link fence has been proposed to be constructed in an overland flowage easement on Lot 12 of Kennybrook South Plat 4 (708 SW Timberview Drive) in accordance to permit number FN-21-07033.



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Chevalia Valley 2 Lot 28.

SYNOPSIS: The owner of 204 NE 22nd Circle has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Chevalia Valley 2.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Chevalia Valley 2 Lot 28.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 28 IN CHEVALIA VALLEY 2
204 NE 22ND CIRCLE

WHEREAS, the owners of Lot 28 in Chevalia Valley 2 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 28, Chevalia Valley 2, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

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

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

EXHIBIT A

EASEMENT AREA

A 4' chain link fence has been proposed to be constructed in an overland flowage easement on Lot 28 of Chevalia Valley 2 (204 NE 22nd Circle) in accordance to permit number FN-21-07035.

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 101 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 Kristi Carman, a single person (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 28 of Chevalia Valley 2 (204 NE 22nd Circle), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated January 12, 2016 recorded on July 5, 2016, in Book 16076, Page 992, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

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

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

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

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

Signed this ____ day of _____, 20__.

PROPERTY OWNER

Kristi Carman
Kristi Carman

STATE OF IOWA)
COUNTY OF Polk) SS

On this 21 day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kristi Carman, 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.

Nicole L Raasch
Notary Public in and for the
State of Iowa

My Commission expires 9-10-22



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 _____

CITY OF GRIMES
101 NE HARVEY ST
GRIMES

IA 50111

Description	Amount
PARAMOUNT-DEST HOMES CHCK#8828	
BLDG ENFORCEMNT	50.00
FENCE CONSENT 204 NE 22ND CIR	
CHCK Received	50.00
Change	.00

RG 6/23/21 08:05 Rcpt# 129090



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 15.

SYNOPSIS: The owner of 1501 NW 8th St has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve overland flowage easement for Autumn Park West Plat 1.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 15.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 15 IN AUTUMN PARK WEST PLAT 1
1501 NW 8TH STREET

WHEREAS, the owners of Lot 15 in Autumn Park West Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 15, Autumn Park West Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

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

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

EXHIBIT A

EASEMENT AREA

A 4' chainlink fence has been proposed to be constructed in an overland flowage easement on Lot 15 of Autumn Park West Plat 1 (1501 NW 8th St) in accordance to permit number FN-21-07040.

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 101 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 Ashley Fogt and Ryan Fogt, a married couple (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 15 of Autumn Park West Plat 1 (1501 NW 8th St), 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 September 11, 2018 recorded on November 30, 2018, in Book 17164, Page 765, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install 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

Signed this 30 day of June, 2021.

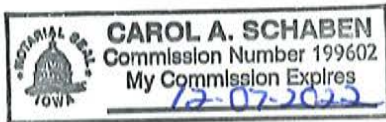
PROPERTY OWNERS

Ashley Fogt
Ashley Fogt

Rm
Ryan Fogt

STATE OF IOWA)
COUNTY OF Dallas) SS

On this 30th day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ashley Fogt, 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.

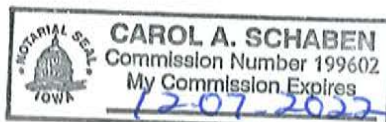


Carol A Schaben
Notary Public in and for the
State of Iowa

My Commission expires 12-07-2022

STATE OF IOWA)
COUNTY OF Dallas) SS

On this 30th day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Fogt, 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.



Carol A Schaben
Notary Public in and for the
State of Iowa

My Commission expires 12-07-2022

CITY OF GRIMES
101 NE HARVEY ST
GRIMES

IA 50111

Description	Amount
CONSENT TO IMP 1501 NW 8TH ST BLDG ENFORCEMNT 1501 NW 8TH ST FENCE	50.00
CC Received Card # *****2390 AID # A0000000041010 Auth #: 929902 Ticket # 0000003336 Change	50.00 .00

RG 7/06/21 11:40 Rcpt# 130193



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Resolution Approving Farm Tenant Crop Loss Agreement – Urfer, Ellis Acquisition

SYNOPSIS: With the development of the plans for the Hwy 44 and County Line Road Intersection Improvements, it has been determined that certain rights of way will be necessary in order to construct the project. Those rights of way have been acquired; however, the seasonal crops were already planted prior to the acquisition. The purchase agreement identified that the City would reimburse the tenant for these crop losses.

As such, staff has prepared a Farm Tenant Crop Loss Agreement with Jerry Urfer, who is the tenant farmer for the properties.

FISCAL IMPACT:

Total Cost = \$332.55

PREVIOUS COUNCIL ACTION(S):

Approve Purchase Agreement - Ellis

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING FARM TENANT CROP LOSS AGREEMENT AND PARTIAL
TERMINATION OF LEASE

WHEREAS, the City of Grimes has developed and approved plans to construct the Hwy 44 and County Line Road Intersection Improvements (the “Project”); and

WHEREAS, the City of Grimes has approved a Real Estate Purchase Agreement (the “Offer”), to the property owner (the “Owner”) to purchase certain rights of ways (the “ROW”); and

WHEREAS, the Offer included provisions to reimburse any tenant farmer (the “Tenant”) for the loss of crops within the acquired ROW.

WHEREAS, a Farm Tenant Crop Loss Agreement and Partial Termination of Lease (the “Agreement”) has been prepared and the Tenant has reviewed and executed the Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa:

That, the Farm Tenant Crop Loss Agreement and Partial Termination of Lease is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Agreement.

PASSED AND APPROVED this ____ day of _____, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

FARM TENANT CROP LOSS AGREEMENT AND PARTIAL TERMINATION OF LEASE

This FARM TENANT CROP LOSS AGREEMENT AND PARTIAL TERMINATION OF LEASE (this "Agreement") is made by and between the City of Grimes, Iowa, a municipal corporation (the "City"), and Jerry Urfer (the "Tenant")

RECITALS

- A. In connection with the expansion of existing public roadway improvements for Countyline Road, the City intends to acquire a fee title interest in certain real estate located in Polk and Dallas Counties more particularly depicted and described on the Acquisition Plats attached hereto as Exhibits A & B (the "Property"); and
- B. The City has entered into certain purchase agreements with the owner of said Property, in which Tenant has been identified as the farm tenant for the 2021 crop year pursuant to an oral farm tenancy agreement; and
- C. The City desires to complete construction of the contemplated roadway improvements prior to the expiration of said farm tenancy under Iowa law, with an anticipated commencement date of JUNE 21, 2021.
- D. Tenant is willing to surrender possession of the Property to the City and terminate its leasehold interest over the Property for purposes of constructing the roadway improvements, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the Property and the mutual covenants and promises contained in this Agreement, the parties hereby agree as follows:

- 1. CROP DAMAGE PAYMENT. The City hereby agrees to pay \$332.55 to Tenant as compensation for damages to the growing crops located on the Property, and for partial early termination of tenant's oral farm lease on the Property for the 2021 crop year. The parties acknowledge and agree that the Crop Damage Payment contemplated in this Agreement fairly and reasonably represents the amount of anticipated damages to Tenant as a result of the construction of the roadway improvements.
- 2. TERMINATION OF LEASE AND SURRENDER OF POSSESSION. The parties acknowledge that the Property is being acquired by the City for use as a public road right-of-way. By acceptance of the Crop Damage Payment contemplated in this Agreement, Tenant relinquishes any rights or claims for purposes of agricultural production in the Property, consents to immediate termination of the leasehold interest in the Property, surrenders possession of the Property to the City. The parties acknowledge and agree that this Agreement shall serve as a written agreement fixing termination of the tenancy over the Property and that, pursuant to Iowa Code Chapter 562, no further notice from the City shall be required to terminate the farm lease over the Property for 2022 and subsequent crop years.
- 3. NO MODIFICATION OF LEASE AS TO OTHER LANDS. Nothing in this Agreement shall be construed as modifying or terminating Tenant's leasehold interest with the farm owner/lessor (Lorraine Ellis) as to the remainder of the larger tracts which are not being acquired by the City.

4. INDEMNIFICATION. Tenant hereby releases and agrees to indemnify the City, its employees, agents, and contractors from all liability for disputes, claims, damages or causes of action related to or arising from the Lease, including the performance or non-performance of any of Tenant's obligations pursuant to its terms. Tenant will protect and defend the City, its employees, agents and contractors against all claims by the Property Owner, tenant suppliers and any other persons rendering services to the Tenant with respect to the above described property.
5. RENEGOTIATION. Pursuant to Iowa Code Section 6B.52, the City hereby gives notice to Tenant that Tenant has a right to renegotiate construction or maintenance damages which are not apparent as of the date of this Agreement.
6. 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 Easement by the City Clerk.

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 21 day of JUNE, 2021.

TENANT

Jerry Urfer
Jerry Urfer

STATE OF Iowa)
) SS.
COUNTY OF Polk)

On this 21 day of June, 2021, before me, the undersigned, personally appeared Jerry Urfer, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Rachel Greving
Signature of Notary Public

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest: _____
Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the ____ day of _____, 2021, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20__.

City Clerk of Grimes, Iowa

SURVEYOR:	EUGENE R. DREYER P.L.S. #17535
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

FOR RECORDER USE ONLY

ACQUISITION PLAT

SW 1/4-SW 1/4 SECTION 31-80-25

POLK COUNTY

JANUARY 2021

17' ACQUISITION
IN FEE
6120 SQ. FT

SW 1/4 - SW 1/4
SECTION 31-80-25
PARCEL ID #240/00506-001-001

COUNTY LINE ROAD

WEST LINE OF THE
SW 1/4-SW 1/4
SECTION 31-80-25

EXISTING
RIGHT-OF-WAY LINE

EXISTING WATERMAIN EASEMENT
INST. #01-9352

HIGHWAY #44

ACQUISITION IN FEE DESCRIPTION:

THE NORTH 360 FEET OF THE SOUTH 440.3 FEET OF THE
EAST 17 FEET OF THE WEST 50 FEET OF SECTION 31-80-25,
POLK COUNTY, IOWA.

SW CORNER
SECTION 31-80-25

0 30 60
HORIZ. SCALE FEET

I hereby certify that this land surveying document was
prepared by me and the related field work was performed
by me or under my direct personal supervision and that I
am a duly licensed Land Surveyor under the laws of the
State of Iowa

ACQUISITION PLAT

SW 1/4-SW 1/4 SECTION 31-80-25, POLK COUNTY, IOWA

PROPRIETOR:	LORRAINE E. ELLIS
SURVEYOR:	EUGENE R. DREYER P.L.S. #17535
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

FOR RECORDER USE ONLY

ACQUISITION PLAT

SE 1/4-SE 1/4 SECTION 36-80-26

DALLAS COUNTY

JANUARY 2021

NOTES

- 30' WIDE EASEMENT TO XENIA RURAL WATER ASSOCIATION DATED 9/4/1981, CENTERED ON PIPE AS INSTALLED. EASEMENT NOT SHOWN

SE 1/4 - SE 1/4
SECTION 36-80-26
PARCEL ID #0836400005

27' ACQUISITION
IN FEE
10125 SQ. FT.

375'

COUNTY LINE ROAD

EAST LINE OF THE
SE 1/4-SE 1/4
SECTION 36-80-26

EXISTING
RIGHT-OF-WAY LINE

NORTH RIGHT-OF-WAY LINE
BOOK: 580 PAGE: 570

ACQUISITION IN FEE DESCRIPTION:

THE NORTH 375 FEET OF THE SOUTH 445 FEET OF THE
WEST 27 FEET OF THE EAST 60 FEET OF SECTION 36-80-26,
DALLAS COUNTY, IOWA.

HIGHWAY #44

70'

SE CORNER
SECTION 36-80-26

0 30 60
HORIZ. SCALE FEET



ACQUISITION PLAT

SE 1/4-SE 1/4 SECTION 36-80-26, DALLAS COUNTY, IOWA



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Resolution Accepting Public Improvements in Grimes Crossing Plat 8 Lot 1

SYNOPSIS: The public improvements have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Grimes Crossing Plat 8 Lot 1 Site Plan - 2017

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Accepting Public Improvements in Grimes Crossing Plat 8 Lot 1.

RESOLUTION NO. _____

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN GRIMES CROSSING
PLAT 8 Lot 1

WHEREAS, approval of the final plat for Grimes Crossing Plat 8 (the “Plat”) has previously been given by resolution of the Grimes City Council; and

WHEREAS, at the time of approval of the final plat, certain public improvements within the Plat were not completed; and

WHEREAS, the public improvements are now completed and in a condition to be formally accepted by the City, and the City engineer has recommended such acceptance.

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

1. That the public improvements in Grimes Crossing Plat 8 Lot 1, including water mains and sanitary sewers are hereby accepted and incorporated into the respective water main and sanitary sewer systems in the City of Grimes.

This resolution shall be filed of record with the Polk County, Iowa Recorder.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

Grimes Crossing Plat 8, Lot 1

Grimes, Iowa

July 13, 2021

This is to certify that the construction improvements on *Grimes Crossing Plat 8* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Tony Hanson
Senior Engineering Technician



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Resolution Assigning Address for Lot 5 & 6, Heritage at Grimes Plat 2

SYNOPSIS: It has been discovered that no addresses were assigned for Lot 5 & 6 on the Final Plat for Heritage at Grimes Plat 2. Staff would recommend approval of the attached Resolution Assigning Address of Lot 5 to 203 NE Beaverbrooke Blvd and Lot 6 to 200 NE Beaverbrooke Blvd.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the attached Resolution Assigning Address of Lot 5 to 203 NE Beaverbrooke Blvd and Lot 6 to 200 NE Beaverbrooke Blvd.

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

RESOLUTION NO. _____

RESOLUTION ASSIGNING ADDRESS
FOR LOT 5 & 6, HERITAGE AT GRIMES PLAT 2
203 NE BEAVERBROOKE BLVD
200 NE BEAVERBROOKE BLVD

WHEREAS, the final plat for Heritage at Grimes Plat 2, an official plat, now included in and forming a part of the City of Grimes, Iowa was approved by Grimes City Council on October 11, 2016; and

WHEREAS, Lot 5 and 6 were not assigned addresses on the final plat; and

WHEREAS, an address is necessary for both Properties.

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

That the plat of Heritage at Grimes Plat 2 be amended by assigning the address of Lot 5 to 203 NE Beaverbrooke Blvd and Lot 6 to 200 NE Beaverbrooke Blvd. A copy of this resolution shall be filed of record with the Polk County, Iowa recorder.

PASSED AND APPROVED this ____ day of _____ 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

GRIMES RESOLUTION 07-0621

**RESOLUTION APPROVING QUOTES AND BILLS OVER \$10,000
ACCORDING TO THE GRIMES PURCHASING AND PROCUREMENT
POLICY**

WHEREAS, the City of Grimes has adopted a Purchasing and Procurement Policy

WHEREAS, the Purchasing and Procurement Policy provides that purchases or payments over \$10,000 have City Council approval.

WHEREAS, any items and/or service with a value of between \$1,000 and \$10,000 require up to three (3) quotations unless the item or service obtained or provided cannot be obtained. Products offered under government purchasing consortium do not require (3) quotes.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the following items attached as *Exhibit A* be approved for purchase or payment.

PASSED AND APPROVED THIS 22nd day of June 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CITY OF GRIMES

107760

Invoice #	Reference	CUSTOMER #	Amount
98	RETAINER FOR MUSIC FOR FRWRKS		500.00
98	APR/MAY/JUNE 2021 EXPENSES		20090.66

9
4
5
5

3
6
4
5
0
2
5
5

CHECK DATE 6/25/21 # 107760

TOTAL:***20,590.66

Item	Description	Amount
Economic Development (...)	Reimbursement for Economic Development Related Expenses	10,642.41
Tourism	Reimbursement for Tourism Related Expenses	9,448.25
Home Base Grimes	Reimbursement for Home Base Grimes Related Expenses	500.00
April May June	001-520-6507 \$500 001-520-6413 \$20,090.66	mmmm
Total		\$20,590.66
Balance Due		\$20,590.66

(515) 986-5770

www.grimesiowa.com



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

AGENDA MEMO

Item No. X
For Meeting of July 13, 2021

AGENDA HEADING: Iowa Department of Transportation Iowa's Clean Air Attainment Program – Agreement

SYNOPSIS: The Iowa DOT has a funding source called Iowa's Clean Air Attainment Program (ICAAP) which provides financial assistance to communities for projects that achieve reductions in vehicle emissions and traffic congestion. The City of Grimes worked with Snyder & Associates on the ICAAP application and project concepting for the Traffic Signal Network Communications project. The City of Grimes was successful in securing \$875,200 in funding from the ICAAP program. The funding requires a 20% local match and will cover up to that maximum amount of eligible project costs. The project associated with this funding is communications and operations upgrade to the City of Grimes traffic signal system.

In order for the City of Grimes to receive these funds, the City Council needs to approve the Iowa DOT Agreement for ICAAP Funding and return it to the Iowa DOT. The City of Grimes will be required to be the lead agency for this project and involve the Iowa DOT in the review of the plans & specifications.

FISCAL IMPACT: The City of Grimes could receive up to the maximum funding of \$875,200 for the design and construction of the project, which will be dependent on eligible costs. The 20% matching project funds were included in the current Capital Improvements Plan.

PREVIOUS COUNCIL ACTION(S): PSA with Snyder & Associates for ICAAP Application, Resolution for City Support for ICAAP Application,

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No. 07-0721

WHEREAS, the City of Grimes (Grimes) was awarded Iowa Department of Transportation (IDOT) Iowa's Clean Air Attainment Program (ICAAP) funding for the Traffic Signal Network Communication project; and,

WHEREAS, the IDOT provides ICAAP funds as financial assistance to communities for projects that achieve reductions in vehicle emissions and traffic congestion;

WHEREAS, IDOT has proposed the attached Agreement that defines the cooperative actions between the IDOT and Grimes for the above-mentioned project;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 13th day of July, 2021, and approved by the Mayor on the 13th day of July, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for an
Iowa's Clean Air Attainment Program (ICAAP) Federal-aid Swap Project

Recipient: **City of Grimes**

Project Number(s): **ICAAP-SWAP-3125(617)—SH-77**

Iowa DOT Agreement Number: **2021-ICAAP-SWAP-02**

This agreement, made as of the date of the last party's signature below, is between City of Grimes, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Iowa's Clean Air Attainment Program (ICAAP) Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide ICAAP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be Jared Smith, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Recipient's contact person shall be the Matt Ahrens, 101 NE Harvey Street, Grimes, Iowa 50111, 515-986-4050.
3. The Recipient shall be responsible for the development and completion of the following described ICAAP project:

Traffic signal network communication project on IA 141 and in the City of Grimes.

4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project. Systems engineering analysis and product procurement and installation are also eligible activities for Adaptive Signal Control Technology projects only. All costs must be directly related to the project described in this agreement. Costs incurred prior to the date of this agreement are not eligible for reimbursement. The Department has the sole authority to determine the eligibility of a cost for reimbursement.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from ICAAP Federal-aid Swap funds. The portion of the project costs reimbursed with

ICAAP Federal-aid Swap funds shall be limited to a maximum of either 80 percent of eligible costs or \$875,200, whichever is less.

6. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution. The local contribution must equal a minimum of 20 percent of eligible project costs.
7. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes that project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds will not be reimbursed.
8. The Recipient must have let the contract or have otherwise completed the project within two years of October 1, 2021. If the Recipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
9. The Recipient shall provide a summary report measuring the success of its effect on vehicle emissions to the Department upon completion of the project and prior to requesting final reimbursement of ICAAP Federal-aid Swap funds. The report will include before and after project emissions calculations comparing new data compiled after project completion to the data submitted with the project application. Through a quantitative analysis, the summary must show how many kilograms of pollutants (including CO, VOC, NOx, and if applicable PM) have been reduced. The preparation of this summary may require additional data collection or modeling. These tasks or services are not considered project costs and are not eligible for reimbursement.
10. If the project purpose is to implement, deploy, or install ASCT, the Recipient will complete a systems engineering analysis appropriate to the scale of the project in accordance with the August 2012 Federal Highway Administration (FHWA) publication, "Model Systems Engineering Documents for Adaptive Signal Control Technology Systems." This document is available on the FHWA website at: https://ops.fhwa.dot.gov/publications/fhwahop11027/mse_asct.pdf. This analysis will be submitted to the Department for review and approval. Costs associated with the preparation of this analysis are eligible project costs. The Recipient will follow the guidance provided by this analysis in the evaluation, selection, and implementation of ASCT.
11. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default.

12. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
13. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
14. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.
15. This agreement is not assignable without the prior written consent of the Department.
16. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
17. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
18. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

RECIPIENT: City of City of Grimes

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

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

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

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

Signed: _____

City Clerk of Grimes, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION

Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date _____, _____

Craig Markley
Director
Systems Planning Bureau

EXHIBIT 1

General Agreement Provisions for use of ICAAP Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

3. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

4. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

5. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities. Such projects will let at the Department.

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient (special provisions) for individual construction items shall be approved by the Department.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- c. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- d. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- e. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

6. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

7. Reimbursements.

- a. Costs incurred prior to the date of the executed project funding agreement are not eligible for reimbursement. Reimbursement of eligible costs may be requested only after the project is programmed in the Regional Planning Affiliation (RPA) or Metropolitan Planning Organization

(MPO) Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).

- b. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- c. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- d. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- e. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Office, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- f. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received including but not limited to: Federal funds, state funds, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

8. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects

through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.

- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete and the Department has approved the emissions summary report submitted by the Recipient after completion of the project.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Resolution Approving Construction Manager Agreement with Butzke Burch Contractors for the Grimes Community Complex Office Improvements

SYNOPSIS: With the approval of the FY 22 Budget, an IT Director position was budgeted for. At the July 13th Council Meeting, staff is requesting authorization to initiate the hiring process for the position; and

It has been determined that additional office space is necessary at the Grimes Community Complex to house the new position and IT equipment and as such, Staff have negotiated a contract with Butzke Burch Contractors to manage and facilitate the construction process for the office buildout.

With a construction manager agreement, bid packages will be prepared and quotes will be requested. With the approval of the project budget, staff anticipates that the low bid in each bid package will be accepted and authorized administratively. Payments and claims will be submitted in the standard procedure. In the event of a budget overrun, staff will return to the City Council with a new authorization.

FISCAL IMPACT: Butzke Burch Contractors have identified a fee of \$18,703 to manage the construction process. The total project budget, including the cost of construction, management of construction and furniture, fixtures and equipment is estimated to be \$175,000. The funds are budgeted for out of the CIP within the Facility Upgrades Account.

Construction Manager Fee = \$18,703
Construction Cost Estimate = \$125,000
FFE Estimate = \$33,000

Total Budget = \$175,000

PREVIOUS COUNCIL ACTION(S): N/A

BOARD/COMMISSION ACTION(S): N/A

STAFF/COMMITTEE RECOMMENDATION: Staff would recommend approval of the Resolution.

RESOLUTION NO. _____

RESOLUTION APPROVING CONSTRUCTION MANAGER AGREEMENT WITH BUTZKE
BURCH CONTRACTORS FOR THE GRIMES COMMUNITY COMPLEX OFFICE
IMPROVEMENTS

WHEREAS, with the approval of the FY 22 Budget, an IT Director position was budgeted for; and

WHEREAS, at the July 13th Council Meeting, staff is requesting authorization to initiate the hiring process for the position; and

WHEREAS, it has been determined that additional office space is necessary at the Grimes Community Complex to house the new position and IT equipment; and

WHEREAS, Staff have negotiated a contract with Butzke Burch Contractors to manage and facilitate the construction process for the office buildout.

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

1. That the City Council of the City of Grimes approves the Construction Manager Agreement with Butzke Burch Contractors.

2. That the City Council of the City of Grimes authorizes a project budget of \$175,000 to cover the cost of construction, management of construction and furniture, fixtures and equipment.

3. That the Construction Manager and City Staff are authorized to prepare bid packages, and receive bids. City Staff are authorized to review the bids and accept the low bid, unless certain circumstances exist that prevent the acceptance of the low bid. City Staff are authorized to initiate the construction within the approved project outlined above.

PASSED AND APPROVED this ____ day of July 13, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



AIA® Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 7th day of July in the year 2021
(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

City of Grimes

101 NE Harvey Street

Grimes, Iowa 50111

and the Construction Manager:

(Name, legal status, address, and other information)

Butzke Burch Construction, Inc.

8797 NW 54th Ave, Suite 300

Johnston

, Iowa 50131

for the following Project:

(Name, location, and detailed description)

City of Grimes IT Closet Buildout

410 SE Main Street, Grimes, Iowa 50111

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Architect:

(Name, legal status, address, and other information)

NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

The Owner and Construction Manager agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project includes the buildout of an IT room and offices for the Development Services department.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

Competitive bids/bid packages.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Alex Pfaltzgraff
410 SE Main Street, Suite 103
Grimes, Iowa 50111
apfaltzgraff@grimesiowa.gov
515-986-4050

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:
N/A

.2 Geotechnical Engineer:
N/A

.3 Civil Engineer:
N/A

.4 Contractors, as defined in Section 1.4:
Will be selected following receipt of bids for bid packages.

.5 Separate Contractors, as defined in Section 1.4:

- .6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Matt Burch
8797 NW 54th Ave, Suite 300
Johnston, Iowa 50131
515-985-8039
mburch@butzkeburch.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Matt Burch - Project Manager
Bobby Mills - Superintendent

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)
N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:
N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than See Attached COI (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than See Attached COI (\$) per accident for bodily injury, death of any

person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than See Attached COI (\$) each accident, See Attached COI (\$) each employee, and See Attached COI (\$) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than See Attached COI (\$) per claim and See Attached COI (\$) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

N/A

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–

2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be

responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and

.13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner, or not provided)
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	
§ 4.1.1.4 Development of a commissioning plan	
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	
§ 4.1.1.8 Assistance with site selection	
§ 4.1.1.9 Assistance with selection of the Architect	
§ 4.1.1.10 Furnish land survey	
§ 4.1.1.11 Furnish geotechnical engineering services	
§ 4.1.1.12 Provide insurance advice	
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14 Stakeholder relationships management	
§ 4.1.1.15 Owner moving coordination	
§ 4.1.1.16 Coordination of Owner's Separate Contractors	
§ 4.1.1.17 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

Any fees already incurred by the Construction Manager at time of termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term “Work” shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the

Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Project Manager: \$75/Hr x 2 Wks @ 6 Hrs/Wk = \$900.00

Total CMA Fees During Pre-Construction: \$900.00

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

On-Site Supervision: \$65/Hr x 8 Wks @ 20 Hrs/Wk = \$10,400.00

Project Management: \$75/Hr x 8 Wks @ 6 Hrs/Wk = \$3,600.00

CMA Fee: 3% of Total Construction Cost, Based on 6/29/21 Budget of \$126,789 = \$3,803.00

Total CMA Fees During Construction = \$17,803.00

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus

percent (%), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Construction Manager's Project Manager	\$75.00/Hour
Construction Manager's Superintendent	\$65.00/Hour

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus _____ percent (_____ %) of the expenses incurred.

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

Incl. in Fee % Incl. in Fee

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of _____ zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid

N/A (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

N/A % N/A

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐

AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

☐

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Ben Butzke, Co-President

(Printed name and title)

Init.

Resolution #07-1221 "A Resolution Approving Personnel Transactions"

WHEREAS, the City Administrator recommends the following additions, removals and/or amendments to the payroll.

NOW THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa that:

Section 1. The following adjustments to pay shall be made:

- (a) Ty Wheeler, as a correction from \$82,288.11 to \$82,485.44; Roxanne Hauge from \$12.11 per hour to \$12.22 per hour; and Tina Hoss from \$11.30 to \$11.75; in Resolution 06-2221 "Adjusting Employee Compensation and Approving Salary Ranges for Fiscal Year 2022," such changes to be adopted as effective 07/01/21 and ratified herein; and
- (b) Alex Headley, to \$81,301.50, as a result of promotion to Fire Lieutenant, effective 07/01/2021 and ratified herein.

Section 2. That the job description for IT Director, which is attached hereto and incorporated herewith as Exhibit "A," is approved and authorized, at the Director Salary Range otherwise adopted by the City as set forth in Resolution 06-2221 "Adjusting Employee Compensation and Approving Salary Ranges for Fiscal Year 2022," of \$105,551.00 to \$143,169.00.

Section 3. All new hires are subject to a standard probationary period that shall be no less than six months but may be extended for a longer period as determined by the City Administrator.

PASSED AND APPROVED this 13th day of July, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title	Location
Information Technology (IT) Director	Public Works

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 80 Administration	To: Click here to enter text.
Reports to:	City Administrator	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay: Click here to enter text.

C. Job Description Summary

Under the general direction of the City Administrator, the IT Director plans for and implements the long-term development and maintenance, and directs the current operation of the City's information systems. This role will require a mix of hands-on and delegated work using a mix of internal staff and professional consultants. This role includes responsibility for developing, implementing, directing, maintaining, and coordinating the City's information systems' hardware, software, security, and networking needs.

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.

Researches, develops and recommends policies and procedures for ensuring the security and integrity of the City's Information Systems. Establishes back-up procedures; recommends and implements a disaster recovery plan; and administers and maintains logging, auditing, monitoring, disaster recovery and backup systems; and ensures compliance with applicable security standards.

Anticipates and takes pro-active steps to prevent potential problems and manages system capacity.

Assesses and provides recommendations regarding organization's current and future technology needs, procures and implements IT infrastructure equipment.

Develops, implements, and manages programs for all IT support and troubleshooting, staff technology training, and the security of City IT infrastructure and data.

Analyzes hardware, software, and networking needs and recommends changes as deemed appropriate; supervises the development and administration of information systems software and equipment acquisition, service, and maintenance contracts; and reviews and evaluates proposals and bids for new information systems software and equipment.

Promotes and consults with City departments to oversee, coordinate, research, develop and implement technology solutions that facilitate broad advancement for the whole organization and promote information sharing and cross-departmental collaboration.

Advises Department Directors, elected officials, and other City leadership on information systems needs and services, current technologies and trends, and manages project implementation for all significant technology initiatives.

Oversees the financial aspects of all information systems operations, including accounting for department budgets and expenditures, preparing the annual department budget, and keeping accurate inventory. Oversees

and manages all projects impacting the City's information systems equipment or infrastructure.
Provides direction and oversight to IT staff, including IT Coordinator, and any consultants, to assure that all work performed in the Information Technology department meet the City's standards for customer service, accuracy, quality and efficiency and conforms to the City's standards for communication and coordination with other departments in the City and other agencies with which the City cooperates.
Provides technical assistance and input to the City Administrator, City Council, and other Department heads.
Provides emergency on-call assistance as needed for critical, information systems issues. On-call duties are not perpetual and should be balanced by reasonable organizational needs.
Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities

Attends meetings and represents the City and the City's administrative and Information Technology departments in such community and regional meetings as may be identified in furthering the City's technology and service objectives.
--

F. Qualifications

Education/Experience:	Bachelor's Degree in a field relating to Information Technology and field-related certifications. At least eight (8) years' experience in Information Technology in either a support, troubleshooting or administrative capacity, with at least five (5) years of supervisory and/or budgetary capacity. Experience supporting enterprise software environment with extensive work knowledge of the following: Windows, Linux, enterprise domain services, such as Active Directory, Certificate Authority, IIS, VMWare and Hyper-V hypervisors, SANs, databases, and others; network administration with extensive knowledge in adding/removing VLANs, tagging/untagging ports, and administering networking in a virtualized environment; and practical experience in Information Technology Infrastructure Library (ITIL) processes and/or change management preferred.
Skills:	High problem-solving ability, particularly concerning complex, systemic problems, with abilities to identify important dimensions of a problem, determine causes, and articulate alternative viable solutions. Ability to organize, direct and coordinate multiple projects. Collaborative, team-oriented leadership style with high communication aptitude, strong interpersonal skills, and strong conflict-resolution skills with both internal and external stakeholders. Working knowledge of all aspects of information technology in a government environment, including desktop and enterprise software functionality, user support and setup, networking, server administration, security, and related functions.
Knowledge	Comprehensive knowledge of the materials, methods and practices of information systems; ability to develop and implement policies and operating procedures; ability to coordinate operations and information between various governmental or other similar entities; ability to establish and maintain effective working relationships with community leaders, public officials, professional groups, and the general public; ability to analyze users' needs, evaluate existing City services, and chart a path for meaningful progress; ability to develop and lead a professional staff, to stimulate professional growth, to motivate professional effort and innovation, and to achieve a coordinated staff effort; ability to represent the City at professional meetings and conferences and on professional panels; and ability to speak and write effectively.

Licenses/Certifications:	Valid Iowa drivers' license.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Work is performed primarily in office setting with periodic field visits involving intermittent physical activity. Sufficient clarity of speech, hearing, vision and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer, associated networking and other IT tools and equipment.
Safety Hazards: (Refer to Glossary of Terms)	N/A

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.

I. Pre-Employment Screening

Action Required	Result	Date
☒ Reference Check	Click here to enter text.	Click here to enter text.
☐ Credit History	Click here to enter text.	Click here to enter text.
☒ Education/License Credentials	Click here to enter text.	Click here to enter text.
☒ Criminal Records	Click here to enter text.	Click here to enter text.
☒ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:
Reviewed with Employee by:	Date:
Employee Signature	Date:

AGENDA MEMO

Item No. X

For Meeting of 7/13/21

AGENDA HEADING: Propose deleting and replacing grimes code of ordinance section 47.20 to permit and regulate alcoholic beverage possession and consumption of Grimes public property.

FISCAL IMPACT: N/A

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S): Approved by the Parks and Recreation Board on June 24, 2021 and approved by the Library Board on July 1, 2021.

STAFF/COMMITTEE RECOMMENDATION:

Recommend approval which would allow Department Director to approve possession and consumption of alcoholic beverages in City facilities for activities such as special events, fundraising functions, and adult recreation programs.



GRIMES ORDINANCE _____

AN ORDINANCE DELETING AND REPLACING GRIMES CODE OF ORDINANCES SECTION 47.20 TO PERMIT AND REGULATE ALCOHOLIC BEVERAGE POSSESSION AND CONSUMPTION ON GRIMES PUBLIC PROPERTY

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

SECTION 1. Purpose. The purpose of this Ordinance is to delete and replace Grimes Code of Ordinance Section 47.20 to permit and regulate alcoholic beverage possession and consumption in Grimes Public Property.

SECTION 2. Amendment. The Grimes Code of Ordinance Section 47.20 is hereby deleted and replace by the following ordinance:

47.20 ALCOHOLIC BEVERAGE POSSESSION AND CONSUMPTION ON CITY PROPERTY.

It is unlawful for any person to use, possess or consume beer, wine or alcoholic liquor beverage on any city property, including city hall, city public works, city library, city community center, city parks, park roads and public property or parking areas directly adjacent to city buildings and parks, unless that person is (1) possessing or consuming the beverage under the limited and specified permission granted by an event permit or park facility reservation issued by the Grimes Park Department Director or the Director's designee, (2) has purchased the beverage from a liquor licensee operating at the city park under a concession permit issued by the City of Grimes or the City's event designee, or (3) is attending a function where alcohol is being allowed by the responsible City Department Director. For purposes of this ordinance, the definition of city park includes all city designated park property including city sports complexes.

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 Grimes City Council on this__day of _____and approved on this__day of ____, 2021.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: James Street Corridor Study N 27th Street to S 37th Street
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 343-210-6407 **Finance Project #**
Vendor Project or Invoice #: 20G021.01 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2972

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: April 1, 2021 Through: May 31, 2021

Contract Summary

Original Contract Amount:	\$	130,628.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	130,628.00	
Total completed and stored to date:	\$	119,703.12	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	119,703.12	
Less previous applications for payment:	\$	112,033.12	
SUBTOTAL	\$		7,670.00

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 7,670.00

Balance to finish, including retainage: \$ 10,924.88

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Foth Infrastructure & Environment, LLC

Signature Date 6/30/2021

City of Grimes Staff Approval:

Signature Date 6-30-21

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

Previous Applications for Payment

No.	Date	Amount
1	November 24, 2020	\$ 14,847.00
2	January 26, 2021	\$ 22,776.32
3	April 27, 2021	\$ 74,409.80
4	July 13, 2021	
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 112,033.12

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 11, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

June 23, 2021

Project No: 0020G021.01

Invoice No: 72977

City of Grimes
City Hall
101 NE Harvey Street
Grimes, IA 50111

Invoice Total USD 7,670.00

Project 0020G021.01 James Street Corridor Study - S 37th Street to N 27th Street

Project Finance Code: 343-210-6407

Professional Services through May 31, 2021

Professional Personnel

	Hours	Rate	Amount
Project Engineer I	52.00	143.00	7,436.00
Staff Engineer I	2.00	117.00	234.00
Totals	54.00		7,670.00
Total Labor			7,670.00

Billing Limits

	Current	Prior	To-Date
Total Billings	7,670.00	112,033.12	119,703.12
Limit			130,628.00
Remaining			10,924.88

Total This Invoice USD 7,670.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street and SE 6th Street Intersection Improvements
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 349-210-6407 **Finance Project #**
Vendor Project or Invoice #: 20G002.01 **PO #**
Original Contract Date: February 11, 2020 **Vendor #** 2972

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: April 1, 2021 Through: May 31, 2021

Contract Summary

Original Contract Amount:	\$	28,500.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	28,500.00	
Total completed and stored to date:	\$	25,867.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	25,867.10	
Less previous applications for payment:	\$	18,577.10	
SUBTOTAL	\$		7,290.00

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 7,290.00

Balance to finish, including retainage: \$ 2,632.90

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Foth Infrastructure & Environment, LLC

Signature Date 6/30/2021

City of Grimes Staff Approval:

Signature Date 6-30-21

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

Previous Applications for Payment

No.	Date	Amount
1	July 14, 2020	\$ 3,401.06
2	August 11, 2020	\$ 985.56
3	August 11, 2020	\$ 472.00
4	November 24, 2020	\$ 1,027.50
5	January 26, 2021	\$ 555.98
6	April 27, 2021	\$ 12,135.00
7	July 13, 2021	
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 18,577.10

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: February 11, 2020
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

June 23, 2021

Project No: 0020G002.01

Invoice No: 72976

City of Grimes
Attn: Matt Ahrens
City Hall
101 NE Harvey Street
Grimes, IA 50111

Invoice Total USD 7,290.00

Project 0020G002.01 S James Street and SE 6th Street Intersection Improvements

Professional Services through May 31, 2021

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	2.00	190.00	380.00
Project Engineer I	28.00	143.00	4,004.00
Staff Engineer I	24.00	117.00	2,808.00
Project Administrator II	1.00	98.00	98.00
Totals	55.00		7,290.00
Total Labor			7,290.00

Billing Limits	Current	Prior	To-Date
Total Billings	7,290.00	18,577.10	25,867.10
Limit			28,500.00
Remaining			2,632.90

Total This Invoice USD 7,290.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: KennyBrook South Detention Basin Improvements

Contractor: Nilles Associates, Inc.

Address: 1250 SW State Street, Suite A, Ankeny, IA 50023

Finance Budget Code: 319-865-6407

Finance Project #

Vendor Project or Invoice #: 20160.03

PO #

Original Contract Date: October 13, 2020

Vendor # 3129

Date of Council Meeting: July 13, 2021

PAYMENT REQUEST # 3

PAYMENT PERIOD: From: March 1, 2021 Through: May 31, 2021

Contract Summary

Original Contract Amount: \$ 58,500.00

Net change by Change Orders: \$ 94,060.00

Contract Amount to Date: (line 1 ± 2) \$ 152,560.00

Total completed and stored to date: \$ 84,680.00

Retainage: 0 % of Completed Work: \$ -

Total Earned less Retainage: \$ 84,680.00

Less previous applications for payment: \$ 58,477.50

SUBTOTAL \$ 26,202.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 26,202.50

Balance to finish, including retainage: \$ 67,880.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Nilles Associates, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

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

Previous Applications for Payment

No.	Date	Amount
1	February 23, 2021	\$ 40,875.00
2	May 11, 2021	\$ 17,602.50
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

TOTAL \$ 58,477.50

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1	June 8, 2021	\$ 94,060.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 94,060.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	OCT. 13, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Grimes, Iowa
Attn.: Matt Ahrens
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 6/10/2021
Billing Period: 03/01/21-05/31/21

Invoice No: 20160.03
Project No: 20160

Project: Kennybrook South Wetland Project

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer VII	2.5	\$140.00	\$350.00	
Engineer V	59.0	\$115.00	\$6,785.00	
Engineer II	49.5	\$85.00	\$4,207.50	
Landscape Architect II	87.0	\$95.00	\$8,265.00	
Land Surveyor V	7.5	\$115.00	\$862.50	
Technician IV	7.5	\$75.00	<u>\$562.50</u>	
	Subtotal:		\$21,032.50	\$21,032.50
Expenses:	Units	Rate	Amount	
Iowa DNR NPDES Permit	1.0	\$175.00	\$175.00	
QUESTCDN	13.0	\$15.00	\$195.00	
Allender Butzke Engineers	1.0	\$4,800.00	<u>\$4,800.00</u>	
	Subtotal:		\$5,170.00	<u>\$5,170.00</u>
Total Due this Invoice:				\$26,202.50

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Jacob St. and SE Trail Ridge Rd. Water Main Design and Bidding Services
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 352-810-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 23, 2021 **Vendor #** 3134

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 05/23/201 Through: June 19, 2021

Contract Summary

Original Contract Amount:	\$	85,040.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	85,040.00	
Total completed and stored to date:	\$	64,115.64	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	64,115.64	
Less previous applications for payment:	\$	50,461.64	
SUBTOTAL	\$		13,654.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,654.00

Balance to finish, including retainage: \$ 20,924.36

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Firm Name

Signature Date

City of Grimes Staff Approval:

Signature Date

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

Previous Applications for Payment

No.	Date	Amount
1	May 11, 2021	\$ 26,691.94
2	June 8, 2021	\$ 23,769.70
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 50,461.64

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 23, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Grimes
410 SE Main Street #102
101 NE Harvey Street
Grimes, IA 50111

June 25, 2021
Invoice No: R09410007.0 - 3

Project Manager 00-50-203
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: \$13,654.00

Project R09410007.0 Grimes IA Jacob and Trail Ridge Water Main

Professional Services from May 23, 2021 to June 19, 2021

Phase 100 Survey and Mapping

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey & Mapping	14,110.00	100.00	14,110.00	14,110.00	0.00
Total Fee	14,110.00		14,110.00	14,110.00	0.00
Total Fee					0.00
			Total this Phase		0.00

Phase 200 Preliminary Design

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Preliminary Design	28,490.00	100.00	28,490.00	28,490.00	0.00
Total Fee	28,490.00		28,490.00	28,490.00	0.00
Total Fee					0.00
			Total this Phase		0.00

Phase 300 Final Design

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

Project	R09410007.0	Grimes IA Jacob and Trail Ridge Water Ma				Invoice	3
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Final Design		24,380.00	50.00	12,190.00	0.00	12,190.00	
Total Fee		24,380.00		12,190.00	0.00	12,190.00	
		Total Fee					12,190.00
				Total this Phase			\$12,190.00

Phase	400	Bidding					
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Bidding		2,360.00	0.00	0.00	0.00	0.00	
Total Fee		2,360.00		0.00	0.00	0.00	
		Total Fee					0.00
				Total this Phase			0.00

Phase	500	Project Administration					
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Project Administration		7,320.00	50.00	3,660.00	2,196.00	1,464.00	
Total Fee		7,320.00		3,660.00	2,196.00	1,464.00	
		Total Fee					1,464.00
				Total this Phase			\$1,464.00

Phase	600	Water Service Inspections					
				Total this Phase			0.00
AMOUNT DUE THIS INVOICE:							\$13,654.00

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Sports Complex Parking Lot Improvements
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 347-431-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 11, 2021 **Vendor #** 3134

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: 5/23/2021 Through: June 19, 2021

Contract Summary

Original Contract Amount:	\$	45,950.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	45,950.00	
Total completed and stored to date:	\$	18,580.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	18,580.00	
Less previous applications for payment:	\$	2,350.00	
SUBTOTAL	\$		16,230.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 16,230.00

Balance to finish, including retainage: \$ 27,370.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Nichole Sungen

Firm Name

6/25/2021

Signature Date

City of Grimes Staff Approval:

Matt Ahrens

6-29-21

Signature Date

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

Previous Applications for Payment

No.	Date	Amount
1	June 8, 2021	\$ 2,350.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 2,350.00

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 11, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Grimes
410 SE Main Street #102
101 NE Harvey Street
Grimes, IA 50111

June 25, 2021
Invoice No: R09410009.0 - 2
00-50-203
Project Manager Nichole Sungren
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: \$16,230.00

Project R09410009.0 Grimes, IA North Sports Storm and Parking Lot Improvements 2021

Professional Services from May 23, 2021 to June 19, 2021

Phase 100 Survey

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey/Mapping	4,700.00	100.00	4,700.00	2,350.00	2,350.00
Total Fee	4,700.00		4,700.00	2,350.00	2,350.00
Total Fee					2,350.00
Total this Phase					\$2,350.00

Phase 200 Conceptual Design Phase

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Conceptual Design	5,900.00	100.00	5,900.00	0.00	5,900.00
Total Fee	5,900.00		5,900.00	0.00	5,900.00
Total Fee					5,900.00
Total this Phase					\$5,900.00

Phase 300 Preliminary Design Phase

For ACH notification, remit to:

ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

Project	R09410009.0	Grimes, IA North Sports Storm and Parkin				Invoice	2
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Preliminary Design		21,050.00	30.00	6,315.00	0.00	6,315.00	
Total Fee		21,050.00		6,315.00	0.00	6,315.00	
		Total Fee					6,315.00
		Total this Phase					\$6,315.00

Phase	400	Final Design Phase					
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Final Design		6,200.00	0.00	0.00	0.00	0.00	
Total Fee		6,200.00		0.00	0.00	0.00	
		Total Fee					0.00
		Total this Phase					0.00

Phase	500	Bidding Phase					
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Bidding		2,550.00	0.00	0.00	0.00	0.00	
Total Fee		2,550.00		0.00	0.00	0.00	
		Total Fee					0.00
		Total this Phase					0.00

Phase	600	Project Administration					
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Project Admin		5,550.00	30.00	1,665.00	0.00	1,665.00	
Total Fee		5,550.00		1,665.00	0.00	1,665.00	
		Total Fee					1,665.00
		Total this Phase					\$1,665.00

AMOUNT DUE THIS INVOICE:						<u>\$16,230.00</u>	

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Pavement Management Study
Contractor: HR Green, Inc.
Address: PO Box 8213, Des Moines, IA 50301-8213
Finance Budget Code: 344-210-6407 **Finance Project #**
Vendor Project or Invoice #: PN 200807/Inv 144450 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2628

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: April 24, 2021 Through: May 21, 2021

Contract Summary

Original Contract Amount:	\$	60,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	60,000.00	
Total completed and stored to date:	\$	30,561.40	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	30,561.40	
Less previous applications for payment:	\$	28,384.40	
SUBTOTAL	\$		2,177.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,177.00

Balance to finish, including retainage: \$ 29,438.60

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.

Firm Name

Signature Date

City of Grimes Staff Approval:

Signature Date

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

Previous Applications for Payment

No.	Date	Amount
1	November 10, 2020	\$ 5,950.50
2	December 22, 2020	\$ 3,858.60
3	January 12, 2021	\$ 1,888.00
4	March 9, 2021	\$ 1,965.00
5	April 13, 2021	\$ 3,969.50
6	May 11, 2021	\$ 8,525.80
7	June 22, 2021	\$ 2,227.00
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 28,384.40

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
13-Jul-21		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 11, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



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

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

June 22, 2021
 Project No: 200807
 Invoice No: 144450
 Invoice Total: \$2,177.00

Project 200807 Grimes, IA - Pavement Management Program

Professional Services Through May 21, 2021

Phase 1000 Project Management & Meetings

Professional Personnel

	Hours	Amount	
Senior Professional	1.00	210.00	
Junior Professional	7.50	825.00	
Admin Coordinator	.50	47.00	
Totals	9.00	1,082.00	
Total Labor			1,082.00
Total this Phase			\$1,082.00

Phase 5000 Plan for Improvements

Professional Personnel

	Hours	Amount	
Senior Professional	.50	105.00	
Junior Professional	9.00	990.00	
Totals	9.50	1,095.00	
Total Labor			1,095.00
Total this Phase			\$1,095.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,177.00	28,384.40	30,561.40
Limit			50,000.00
Remaining			19,438.60
Total this Invoice			\$2,177.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Connector
Contractor: Veenstra & Kimm, Inc.
Address: 3000 Westown Parkway, West Des Moines, IA 50266
Finance Budget Code: 328-815-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 26, 2019 **Vendor #** 2157

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: May 16, 2021 Through: June 19, 2021

Contract Summary

Original Contract Amount:	\$	882,000.00	
Net change by Change Orders:	\$	66,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	948,000.00	
Total completed and stored to date:	\$	418,271.17	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	418,271.17	
Less previous applications for payment:	\$	398,723.17	
SUBTOTAL	\$		19,548.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 19,548.00

Balance to finish, including retainage: \$ 529,728.83

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

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

Date Printed: 6/26/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 9, 2019	\$ 3,410.10
2	May 14, 2019	\$ 3,784.00
3	June 11, 2019	\$ 3,084.78
4	July 9, 2019	\$ 4,757.29
5	August 13, 2019	\$ 1,845.40
6	September 10, 2019	\$ 228.91
7	October 8, 2019	\$ 877.32
8	November 12, 2019	\$ 4,026.12
9	December 9, 2019	\$ 9,595.24
10	January 14, 2020	\$ 4,855.90
11	February 11, 2020	\$ 2,699.94
12	March 10, 2020	\$ 1,328.45
13	April 14, 2020	\$ 1,506.55
14	February 11, 2020	\$ 24,359.53
15	March 10, 2020	\$ 10,500.50
16	April 14, 2020	\$ 5,165.23
17	May 12, 2020	\$ 11,490.30
18	June 9, 2020	\$ 6,605.10
19	July 14, 2020	\$ 57,078.16
20	August 11, 2020	\$ 36,812.00
21	September 22, 2020	\$ 45,013.14
22	October 13, 2020	\$ 32,958.72
23	November 10, 2020	\$ 28,597.90
24	December 22, 2020	\$ 11,743.35
25	January 12, 2021	\$ 5,444.50
26	February 9, 2021	\$ 27,474.28
27	March 9, 2021	\$ 11,301.96
28	April 27, 2021	\$ 15,104.50
29	May 11, 2021	\$ 9,751.90
30	June 8, 2021	\$ 17,322.10
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 398,723.17

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	\$ -
2	October 27, 2020	\$ 66,000.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 66,000.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 26, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

REC'D JUN 30 2021



VEENSTRA & KIMM, INC.

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

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

STATEMENT OF PROFESSIONAL SERVICES

City of Grimes
Attn: Matt Ahrens
101 NE Harvey
Grimes, IA 50111

June 25, 2021
Project No: 128107
Invoice No: 18

Project Manager H. Veenstra Jr.

Engineering services for WRA Connector - Phase 2 - Design Services:

Professional Services from May 16, 2021 to June 19, 2021

Professional Personnel

	Hours	Rate	Amount
Clerical II	1.50	66.00	99.00
Clerical IV	1.00	50.00	50.00
Engineer III-B	39.00	124.00	4,836.00
Drafter IA	121.00	103.00	12,463.00
Drafter II	21.00	90.00	1,890.00
Drafter III	2.50	84.00	210.00
Totals	186.00		19,548.00
Total Labor			19,548.00

Billing Limits	Current	Prior	To-Date
Total Billings	19,548.00	342,842.17	362,390.17
Limit			430,000.00
Remaining			67,609.83

Total this Invoice \$19,548.00

Billings to Date

	Current	Prior	Total
Labor	19,548.00	323,613.50	343,161.50
Expense	0.00	55.00	55.00
Unit	0.00	19,173.67	19,173.67
Totals	19,548.00	342,842.17	362,390.17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Territory Lift Station and Forced Main Project
Contractor: Veenstra & Kimm, Inc.
Address: 3000 Westown Parkway, West Des Moines, IA 50266
Finance Budget Code: 329-815-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 14, 2020 **Vendor #** 2157

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: May 16, 2021 Through: June 19, 2021

Contract Summary

Original Contract Amount:	\$	4,200.00	
Net change by Change Orders:	\$	177,950.00	
Contract Amount to Date: (line 1 ± 2)	\$	182,150.00	
Total completed and stored to date:	\$	119,354.82	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	119,354.82	
Less previous applications for payment:	\$	108,461.48	
SUBTOTAL			\$ 10,893.34

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 10,893.34

Balance to finish, including retainage: \$ 62,795.18

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

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

Date Printed: 6/26/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 9, 2020	\$ 4,099.95
2	July 14, 2020	\$ 100.05
3	August 11, 2020	\$ 5,264.00
4	September 22, 2020	\$ 2,287.30
5	October 13, 2020	\$ 5,346.00
6	November 10, 2020	\$ 7,088.00
7	December 22, 2020	\$ 4,495.00
8	January 12, 2021	\$ 34,960.60
9	February 9, 2021	\$ 27,401.95
10	March 9, 2021	\$ 1,107.15
11	April 27, 2021	\$ 4,747.40
12	May 11, 2021	\$ 3,512.98
13	June 8, 2021	\$ 8,051.10
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 108,461.48

Record of Change Orders

No.	Date	Amount
1	June 9, 2020	\$ 69,750.00
2	September 22, 2020	\$ 18,200.00
3	February 9, 2021	\$ 90,000.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 177,950.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 14, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

REC'D JUN 30 2021

**VEENSTRA & KIMM, INC.**

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

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

STATEMENT OF PROFESSIONAL SERVICES

City of Grimes
Attn: Matt Ahrens
101 NE Harvey
Grimes, IA 50111

June 25, 2021

Project No: 128114

Invoice No: 4

Project Manager H. Veenstra Jr.

Engineering services for Northwest Territory Lift Station and Force Main - Phase 3 - Construction Services:

Professional Services from May 16, 2021 to June 19, 2021**Professional Personnel**

	Hours	Rate	Amount	
Clerical IV	.50	50.00	25.00	
Process Engineer I	12.00	199.00	2,388.00	
Engineer X	5.50	78.00	429.00	
Construction Manager	23.50	175.00	4,112.50	
Technician I	5.50	90.00	495.00	
Technician III	30.00	76.00	2,280.00	
Totals	77.00		9,729.50	
Total Labor				9,729.50

Reimbursable Expenses

Miscellaneous Expense			1,000.00	
Total Reimbursables			1,000.00	1,000.00

Unit Billing

Mileage			138.88	
Duplication			24.96	
Total Units			163.84	163.84

Billing Limits

	Current	Prior	To-Date
Total Billings	10,893.34	16,311.48	27,204.82
Limit			90,000.00
Remaining			62,795.18

Total this Invoice \$10,893.34**Billings to Date**

	Current	Prior	Total
Labor	9,729.50	15,817.00	25,546.50
Expense	1,000.00	0.00	1,000.00
Unit	163.84	494.48	658.32
Totals	10,893.34	16,311.48	27,204.82

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Concept Planning - WRA Sanitary Sewer Connection
Engineer: Civil Design Advantage
Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111
Finance Budget Code: 328-815-6490 **Finance Project #**
Vendor Project or Invoice #: 001-170-6407 **PO #**
Original Contract Date: January 28, 2020 **Vendor #** 1243

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: May 31, 2021 Through: June 27, 2021

Contract Summary

Original Contract Amount:	\$	44,660.00	
Net change by Change Orders:	\$	20,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		64,660.00
Total completed and stored to date:	\$	61,097.68	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		61,097.68
Less previous applications for payment:	\$		58,920.43
SUBTOTAL			\$ 2,177.25

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 2,177.25

Balance to finish, including retainage: \$ 3,562.32

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Civil Design Advantage

Firm Name

Signature Date 7-1-2021

City of Grimes Staff Approval:

Signature Date 7-2-21

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 10, 2020	\$ 4,791.60
2	March 24, 2020	\$ 15,669.00
3	April 28, 2020	\$ 5,864.62
4	May 26, 2020	\$ 12,283.11
5	June 23, 2020	\$ 1,326.60
6	September 22, 2020	\$ 8,200.00
7	October 13, 2020	\$ 6,366.25
8	November 10, 2020	\$ 2,220.25
9	December 22, 2020	\$ 371.25
10	January 26, 2021	\$ 1,030.00
11	February 4, 2021	\$ 797.75
12	23	
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 58,920.43

Record of Change Orders

No.	Date	Amount
1	October 27, 2020	\$ 20,000.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 20,000.00

Contract Time Remaining

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

Invoice

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

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

July 02, 2021
 Project No: 2001.043
 Invoice No: 34034

Project 2001.043 C. Grimes -WRA Sanitary Sewer Connection
Professional Services from May 31, 2021 through June 27, 2021

Task	106	Base Mapping	Total this Task	0.00
------	-----	--------------	-----------------	------

Task	107	Gravity Sewer Service Area Analysis	Total this Task	0.00
------	-----	-------------------------------------	-----------------	------

Task	201	Concept Planning	Total this Task	0.00
------	-----	------------------	-----------------	------

Task	214	Force Main Alignment Alternatives	Total this Task	0.00
------	-----	-----------------------------------	-----------------	------

Task	215	Typical Section	Total this Task	0.00
------	-----	-----------------	-----------------	------

Task	305	Acquisition Plat Preparation
Professional Personnel		

	Hours	Rate	Amount	
Principal/Senior Land Surveyor	2.00	185.00	370.00	
Technician 5	7.25	97.00	703.25	
Project Manager 6	8.00	138.00	1,104.00	
Total Labor				2,177.25
		Total this Task		\$2,177.25

Task	501	Design Meetings	Total this Task	0.00
------	-----	-----------------	-----------------	------

Task	998	Permits & Fees	Total this Task	0.00
------	-----	----------------	-----------------	------

Task	999	Reimbursable Expenses	Total this Task	0.00
------	-----	-----------------------	-----------------	------

Billing Limits	Current	Prior	To-Date
Total Billings	2,177.25	64,160.65	66,337.90
Limit			66,337.90
		Total this Invoice	\$2,177.25

Project	2001.043	C. Grimes -WRA Sanitary Sewer Connection	Invoice	34034
Project Manager	Gary Reed			

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: HIGHWAY 44 & SW COUNTY LINE ROAD INTERSECTION IMPROVEMENTS
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Ave, Suite 101 Des Moines, IA 50309
Finance Budget Code: 334-210-6407 **Finance Project #**
Vendor Project or Invoice #: 269818 **PO #**
Original Contract Date: October 22, 2019 **Vendor #** 2820

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: April 24, 2021 Through: May 24, 2021

Contract Summary

Original Contract Amount:	\$	286,000.00	
Net change by Change Orders:	\$	174,195.00	
Contract Amount to Date: (line 1 ± 2)	\$	460,195.00	
Total completed and stored to date:	\$	149,847.40	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	149,847.40	
Less previous applications for payment:	\$	127,994.40	
SUBTOTAL	\$		21,853.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 21,853.00

Balance to finish, including retainage: \$ 310,347.60

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Bolton & Menk, Inc.

DocuSigned by: July 1, 2021

Signature Charles Kaltschlag Date

City of Grimes Staff Approval:

Signature Date 7-2-21

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**Previous Applications for Payment**

No.	Date	Amount
1	January 14, 2020	\$ 1,730.00
2	February 11, 2020	\$ 6,434.90
3	April 14, 2020	\$ 1,627.00
4	April 14, 2020	\$ 2,195.00
5	June 9, 2020	\$ 7,097.50
6	July 14, 2020	\$ 6,792.50
7	August 11, 2020	\$ 11,325.00
8	September 8, 2020	\$ 17,430.00
9	October 13, 2020	\$ 4,815.00
10	November 10, 2020	\$ 1,022.50
11	December 8, 2020	\$ 2,969.50
12	January 12, 2021	\$ 4,537.00
13	February 9, 2021	\$ 2,785.00
14	March 9, 2021	\$ 10,517.00
15	April 13, 2021	\$ 10,831.50
16	May 11, 2021	\$ 5,594.00
17	June 8, 2021	\$ 30,291.00
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

BMI Invoice #

242868

244361

245964

246888

249839

251444

253004

254565

255930

257659

259408

260929

262389

263856

265171

266601

268401

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 127,994.40

Record of Change Orders

No.	Date	Amount
1	May 11, 2021	\$ 174,195.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 174,195.00

Contract Time Remaining

Contract Period: Working Days

Original Contract Date: October 22, 2019

Original Contract Time: _____

Added by Change Order: _____

Contract Time to Date: -

Time Used to Date: _____

Contract Time Remaining: -

INVOICE



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

May 24, 2021
Project No: A13.120005
Invoice No: 0269818
Client Account: GRIMES_CI_IA

Grimes/Highway 44 & SW Co Line Road

Highway 44 & SW County Line Road Intersection Improvements
Professional Services

	Hours	Amount	
Principal	30.50	4,973.00	
Administrative	18.50	1,344.00	
Design Engineer	88.50	10,530.00	
Project Engineer	5.50	742.50	
Survey Technician	2.50	227.50	
Project Manager	.50	76.00	
Senior Project Engineer	25.00	3,960.00	
Totals	171.00	21,853.00	
Total Labor			21,853.00
	Total this Invoice		\$21,853.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: Highway 44 Corridor Study
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Avenue, Suite 101, Des Moines, IA 50309
Finance Budget Code: 341-210-6407 **Finance Project #**
Vendor Project or Invoice #: 269819 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2820

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: April 24, 2021 Through: May 24, 2021

Contract Summary

Original Contract Amount:	\$	105,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	105,600.00	
Total completed and stored to date:	\$	53,616.60	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	53,616.60	
Less previous applications for payment:	\$	46,581.60	
SUBTOTAL	\$		7,035.00
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		7,035.00
Balance to finish, including retainage:	\$	51,983.40	

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Bolton & Menk, Inc.

DocuSigned by:

Firm Name

July 1, 2021

Signature

Charles Kaltsdorf

1E3E2E22A9B043F...

Date

City of Grimes Staff Approval:

Matt Ahrens

Signature

7-2-21

Date

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**Previous Applications for Payment**

No.	Date	Amount	Invoice #
1	December 8, 2020	\$ 3,412.50	259409
2	January 12, 2021	\$ 1,690.00	260930
3	February 9, 2021	\$ 5,462.50	262390
4	March 9, 2021	\$ 14,416.60	263857
5	April 13, 2021	\$ 10,573.00	265172
6	May 11, 2021	\$ 7,244.50	266602
7	June 8, 2021	\$ 3,782.50	268402
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			

TOTAL \$ 46,581.60

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 11, 2020
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

INVOICE



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

May 24, 2021
Project No: A13.122607
Invoice No: 0269819
Client Account: GRIMES_CI_IA

Grimes/Highway 44 Corridor Study

Corridor Study (001)

Professional Services

	Hours	Amount	
Principal	9.00	1,440.00	
Design Engineer	6.50	845.00	
Project Engineer	17.00	2,380.00	
Senior Planner	5.00	690.00	
Senior Project Engineer	10.00	1,680.00	
Totals	47.50	7,035.00	
Total Labor			7,035.00
		Total this Task	\$7,035.00
		Total this Invoice	\$7,035.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: County Line Road Intersection Improvements
Contractor: Absolute Concrete
Address: 1000 West 6th Ave, PO Box 148, Slater, IA 50244
Finance Budget Code: 334 344-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 27, 2021 **Vendor #** 1072

Date of Council Meeting: July 13, 2021 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: May 24, 2021 Through: June 25, 2021

Contract Summary

Original Contract Amount:	\$	980,161.50	
Net change by Change Orders:	\$	22,764.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,002,925.50	
 Total completed and stored to date:	\$	296,751.50	
Retainage: 5 % of Completed Work:	\$	14,837.58	
Total Earned less Retainage:	\$	281,913.92	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 281,913.92
 OTHER CHARGES (Attach an itemized list)			\$ -
 CURRENT PAYMENT DUE			\$ 281,913.92
 Balance to finish, including retainage:	\$	721,011.58	

Contract Time Remaining (If applicable) 49.00 CALENDAR DAYS

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

Construction Contractor Approval: Absolute Concrete
 Signature: [Signature] Firm Name: Absolute Concrete Date: 6/30/21

Engineer / Consultant Approval: Bolton & Menk, Inc.
 Signature: [Signature] Firm Name: Bolton & Menk, Inc. Date: July 1, 2021

City of Grimes Staff Approval: [Signature]
 Signature: [Signature] Date: 7-2-21

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	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 1,131.00	\$ 1,131.00		\$ -	1.00	0.00%
2	EXCAVATION, CLASS 10	CY	1,224.00		1,224.00	\$ 10.00	\$ 12,240.00	350.00	\$ 3,500.00	874.00	28.59%
3	EXCAVATION, CLASS 10, BORROW	CY	2,769.00		2,769.00	\$ 16.00	\$ 44,304.00	350.00	\$ 5,600.00	2,419.00	12.64%
4	SUBGRADE PREPARATION	SY	6,150.00	30.00	6,180.00	\$ 3.00	\$ 18,540.00	1,861.00	\$ 5,583.00	4,319.00	30.11%
5	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	6,150.00		6,150.00	\$ 7.00	\$ 43,050.00		\$ -	6,150.00	0.00%
6	SUBBASE, MODIFIED, 6 IN	SY	6,150.00	30.00	6,180.00	\$ 10.00	\$ 61,800.00	1,861.00	\$ 18,610.00	4,319.00	30.11%
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100.00		100.00	\$ 58.00	\$ 5,800.00		\$ -	100.00	0.00%
8	STORM SEWER, TRENCHED, RCP, 15 IN	LF	85.00		85.00	\$ 103.00	\$ 8,755.00		\$ -	85.00	0.00%
9	STORM SEWER, TRENCHED, RCP, 30 IN	LF	520.00	51.00	571.00	\$ 109.00	\$ 62,239.00	100.00	\$ 10,900.00	471.00	17.51%
10	STORM SEWER, TRENCHLESS, RCP, 30 IN	LF	100.00		100.00	\$ 555.00	\$ 55,500.00	100.00	\$ 55,500.00	-	100.00%
11	PPE ARMO, CONC, 30 IN, VP FOOTING (REMOVE, SALVAGE, AND REINSTALL)	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	1.00	0.00%
12	SUBDRAIN, PERFORATED PLASTIC, PIP, 6 IN	LF	1,080.00		1,080.00	\$ 21.50	\$ 23,220.00		\$ -	1,080.00	0.00%
13	SUBDRAIN, CLEANOUT, TYPE A-1, 8 IN.	EA	2.00		2.00	\$ 800.00	\$ 1,600.00		\$ -	2.00	0.00%
14	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6.00		6.00	\$ 500.00	\$ 3,000.00		\$ -	6.00	0.00%
15	FIELD TILE REPAIR, <10"	LF	100.00		100.00	\$ 50.00	\$ 5,000.00		\$ -	100.00	0.00%
16	WATER MAIN, LOWERING, TRENCHED, DIP, 12 IN	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00		\$ -	1.00	0.00%
17	FIXTURE ADJUSTMENT	EA	4.00		4.00	\$ 1,000.00	\$ 4,000.00		\$ -	4.00	0.00%
18	STORM MANHOLE, SW-401, 72 IN.	EA	3.00		3.00	\$ 6,650.00	\$ 19,950.00	2.00	\$ 13,300.00	1.00	66.67%
19	INTAKE, SW-501	EA	1.00		1.00	\$ 2,400.00	\$ 2,400.00		\$ -	1.00	0.00%
20	INTAKE, SW-505	EA	1.00		1.00	\$ 4,450.00	\$ 4,450.00		\$ -	1.00	0.00%
21	INTAKE, SW-506	EA	2.00		2.00	\$ 7,250.00	\$ 14,500.00		\$ -	2.00	0.00%
22	PAVEMENT, PCC, 8 IN.	SY	2,070.00	30.00	2,100.00	\$ 75.00	\$ 157,500.00		\$ -	2,100.00	0.00%
23	PAVEMENT, PCC, 10 IN.	SY	3,000.00		3,000.00	\$ 85.00	\$ 255,000.00	1,317.00	\$ 111,945.00	1,683.00	43.90%
24	CONCRETE MEDIAN	SY	71.00		71.00	\$ 25.00	\$ 1,775.00		\$ -	71.00	0.00%
25	GRANULAR SHOULDER AND DRIVEWAY, 7 IN.	SY	535.00	120.00	655.00	\$ 15.00	\$ 9,825.00	622.00	\$ 9,330.00	33.00	94.96%
26	PAVEMENT REMOVAL	SY	3,375.00		3,375.00	\$ 16.00	\$ 54,000.00	1,620.00	\$ 25,920.00	1,755.00	48.00%
27	PAINTED PAVEMENT MARKINGS, WATERBORNE	EA	80.10		80.10	\$ 65.00	\$ 5,206.50		\$ -	80.10	0.00%
28	PAINTED PAVEMENT SYMBOLS, WATERBORNE	EA	6.00		6.00	\$ 100.00	\$ 600.00		\$ -	6.00	0.00%
29	PAVEMENT MARKINGS REMOVED	STA	17.00		17.00	\$ 115.00	\$ 1,955.00		\$ -	17.00	0.00%
30	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 8,200.00	\$ 8,200.00	0.25	\$ 2,050.00	0.75	25.00%
31	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.50		0.50	\$ 3,000.00	\$ 1,500.00		\$ -	0.50	0.00%
32	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 2)	AC	0.75		0.75	\$ 2,950.00	\$ 2,212.50		\$ -	0.75	0.00%
33	SWPPP PREPARATION	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
34	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.25	\$ 500.00	0.75	25.00%
35	FILTER SOCK, 9 IN.	LF	1,115.00		1,115.00	\$ 2.50	\$ 2,787.50	20.00	\$ 50.00	1,095.00	1.79%
36	RIP RAP, CLASS E	TON	30.00		30.00	\$ 70.00	\$ 2,100.00		\$ -	30.00	0.00%
37	SILT FENCE OR SILT FENCE DITCH CHECK	LF	2,730.00		2,730.00	\$ 1.50	\$ 4,095.00	285.00	\$ 427.50	2,445.00	10.44%
38	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.10		2.10	\$ 1,500.00	\$ 3,150.00	0.30	\$ 450.00	1.80	14.29%
39	INLET PROTECTION DEVICE	EA	7.00		7.00	\$ 175.00	\$ 1,225.00		\$ -	7.00	0.00%
40	MOBILIZATION	LS	1.00		1.00	\$ 61,000.00	\$ 61,000.00	0.50	\$ 30,500.00	0.50	50.00%
41	CONCRETE WASHOUT	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.30	\$ 750.00	0.70	30.00%
42	FENCE REMOVAL	LF	350.00		350.00	\$ 5.00	\$ 1,750.00		\$ -	350.00	0.00%
8001	SUBBASE STABILIZATION, GEOGRID	SY		152.00	152.00	\$ 5.50	\$ 836.00	152.00	\$ 836.00	-	100.00%
8002	TEMPORARY TRAFFIC SIGNALS	LS		1.00	1.00	\$ 11,929.00	\$ 11,929.00		\$ -	1.00	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,002,925.50

\$ 296,751.50

-70.41%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$

Record of Change Orders

No.	Date	Amount
1	July 13, 2021	\$ 22,764.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 22,764.00

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	April 27, 2021
Original Completion Date:	August 31, 2021
Added by Change Order:	
Contract Time to Date:	126.00
Time Used to Date:	77.00
Contract Time Remaining:	<u>49.00</u>

324-810-6490

Contractor's Application for Payment No.

19 (Nineteen)

Application Period:

6/1/2021

to

6/30/2021

Application Date:

7/1/2021

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

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
001	\$ 37,166.00	\$ -
002	\$ 71,894.00	\$ -
003	\$ 312,226.00	\$ -
Totals:	\$ 421,286.00	\$ -
Net Change by Change Order:	\$	421,286.00

1. Original Contract Price.....	\$	17,951,200.00
2. Net change by Change Orders.....	\$	421,286.00
3. Current Contract Price (Line 1 ± 2).....	\$	18,372,486.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	16,673,453.39
5. Retainage		
a. 5.0% X \$ 16,586,453.39 Work Completed.....	\$	829,322.66
b. 5.0% X \$ 87,000.00 Stored Material.....	\$	4,350.00
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	833,672.66
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	15,839,780.73
7. Less Previous Payments (Line 6 from prior Application).....	\$	15,617,780.55
8. Amount Due This Application.....	\$	222,000.18
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	2,532,705.27

Payment of: \$222,000.18

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

is recommended by:

Matthew P. Wahl
(Engineer)

July 2, 2021

(Date)

Payment of:

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

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Contractor's Certification

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

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

By:

Date: 7/1/2021

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1				Application Number:	19 (Nineteen)		
Application Period:	6/1/2021	to	6/30/2021		Application Date:	7/1/2021		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
01.01	Bonds & Insurance	\$ 269,268.00	\$ 269,268.00	\$ -		\$ 269,268.00	100.00%	\$ -
01.02	General / Mobilization	\$ 88,000.00	\$ 88,000.00	\$ -		\$ 88,000.00	100.00%	\$ -
01.03	Furnishings / Appliance / AV Equipment Allowance	\$ 80,000.00	\$ -	\$ 10,696.39		\$ 10,696.39	13.37%	\$ 69,303.61
01.04	Submittal Software Allowance	\$ 18,000.00	\$ 9,000.00	\$ -		\$ 9,000.00	50.00%	\$ 9,000.00
Division 02 - Existing Conditions								
02.01	Demolition - Process	\$ 75,624.00	\$ 27,500.00	\$ 18,000.00		\$ 45,500.00	60.17%	\$ 30,124.00
02.02	Demolition - Existing Site Fence	\$ 7,800.00	\$ 7,800.00	\$ -		\$ 7,800.00	100.00%	\$ -
Division 03 - Concrete								
03.01	Cast In Place Concrete / Reinforcement							
03.01.1	Spread Footings Office Area	\$ 3,800.00	\$ 3,800.00	\$ -		\$ 3,800.00	100.00%	\$ -
03.01.2	Ribbon Footings Process Area	\$ 96,250.00	\$ 96,250.00	\$ -		\$ 96,250.00	100.00%	\$ -
03.01.3	Ribbon Footings Office Area	\$ 68,300.00	\$ 68,300.00	\$ -		\$ 68,300.00	100.00%	\$ -
03.01.4	Foundation Walls Process Area	\$ 13,850.00	\$ 13,850.00	\$ -		\$ 13,850.00	100.00%	\$ -
03.01.5	Pipe Trench Mat Slabs	\$ 179,240.00	\$ 179,240.00	\$ -		\$ 179,240.00	100.00%	\$ -
03.01.6	Pipe Trench Walls & Piers	\$ 266,844.00	\$ 266,844.00	\$ -		\$ 266,844.00	100.00%	\$ -
03.01.7	Basement Mat Slab	\$ 203,500.00	\$ 203,500.00	\$ -		\$ 203,500.00	100.00%	\$ -
03.01.8	Basement Walls & Columns	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
03.01.9	Phosphate/Ammonia Area Slabs	\$ 29,462.00	\$ 29,462.00	\$ -		\$ 29,462.00	100.00%	\$ -
03.01.10	Phosphate/Ammonia Area Walls	\$ 44,100.00	\$ 44,100.00	\$ -		\$ 44,100.00	100.00%	\$ -
03.01.11	Chlorine Room Slabs	\$ 35,350.00	\$ 35,350.00	\$ -		\$ 35,350.00	100.00%	\$ -
03.01.12	Chlorine Room Walls	\$ 40,050.00	\$ 40,050.00	\$ -		\$ 40,050.00	100.00%	\$ -
03.01.13	Flushing Box	\$ 9,800.00	\$ 9,800.00	\$ -		\$ 9,800.00	100.00%	\$ -
03.01.14	Stoops	\$ 14,440.00	\$ 14,440.00	\$ -		\$ 14,440.00	100.00%	\$ -
03.01.15	Pump Room Elevated Slab	\$ 222,350.00	\$ 222,350.00	\$ -		\$ 222,350.00	100.00%	\$ -
03.01.16	SOG East Process Area	\$ 95,350.00	\$ 95,350.00	\$ -		\$ 95,350.00	100.00%	\$ -
03.01.17	SOG West Process Area	\$ 29,200.00	\$ 29,200.00	\$ -		\$ 29,200.00	100.00%	\$ -
03.01.18	SOG Office Area	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -
03.01.19	Generator Pad	\$ 49,070.00	\$ 49,070.00	\$ -		\$ 49,070.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
03.01.20	Sign	\$ 10,700.00	\$ 10,700.00	\$ -		\$ 10,700.00	100.00%	\$ -
03.01.21	Misc Equipment Pads	\$ 26,480.00	\$ 26,480.00	\$ -		\$ 26,480.00	100.00%	\$ -
03.01.22	Concrete Stair	\$ 4,500.00	\$ 4,500.00	\$ -		\$ 4,500.00	100.00%	\$ -
03.01.23	Precast Topping	\$ 4,800.00	\$ 4,800.00	\$ -		\$ 4,800.00	100.00%	\$ -
03.02	Precast Concrete	\$ 645,000.00	\$ 645,000.00	\$ -		\$ 645,000.00	100.00%	\$ -
Division 04 - Masonry								
04.01	Masonry	\$ 85,908.00	\$ 85,908.00	\$ -		\$ 85,908.00	100.00%	\$ -
Division 05 - Metals								
05.01	Structural Steel & Misc Metal / Steel Joist - Decking / Stairs - Railings - Grating	\$ 422,040.00	\$ 410,400.00	\$ -		\$ 410,400.00	97.24%	\$ 11,640.00
05.02	Metals & Precast Erection	\$ 270,711.00	\$ 265,500.00	\$ 2,500.00		\$ 268,000.00	99.00%	\$ 2,711.00
Division 06 - Wood, Plastics, and Composites								
06.01	Rough Carpentry	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
Division 07 - Thermal and Moisture Protection								
07.01	Damp Proofing - Insulation	\$ 17,245.00	\$ 17,245.00	\$ -		\$ 17,245.00	100.00%	\$ -
07.02	Roofing / Roofing Accessories	\$ 281,900.00	\$ 281,900.00	\$ -		\$ 281,900.00	100.00%	\$ -
07.03	Sealants	\$ 19,195.00	\$ 18,000.00	\$ -		\$ 18,000.00	93.77%	\$ 1,195.00
Division 08 - Openings								
08.01	Doors / Frames / Hardware / Hatches							
08.01.1	Doors & Hardware	\$ 64,500.00	\$ 44,500.00	\$ -		\$ 44,500.00	68.99%	\$ 20,000.00
08.01.2	Access Hatches	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
08.02	Overhead Coiling Doors	\$ 52,000.00	\$ 52,000.00	\$ -		\$ 52,000.00	100.00%	\$ -
08.03	Aluminum Entrance & Storefronts	\$ 46,798.00	\$ 46,798.00	\$ -	\$ -	\$ 46,798.00	100.00%	\$ -
08.04	Architectural Louvers	\$ 46,521.00	\$ 4,500.00	\$ -		\$ 4,500.00	9.67%	\$ 42,021.00
Division 09 - Finishes								
09.01	Gypsum Board / Framing / Ceilings	\$ 79,904.00	\$ 64,950.00	\$ 14,000.00		\$ 78,950.00	98.81%	\$ 954.00
09.02	Floor Coverings	\$ 30,600.00	\$ -	\$ 12,000.00	\$ 11,700.00	\$ 23,700.00	77.45%	\$ 6,900.00
09.03	Resinous Flooring	\$ 102,050.00	\$ 48,000.00	\$ -		\$ 48,000.00	47.04%	\$ 54,050.00
09.04	Painting	\$ 284,354.00	\$ 276,250.00	\$ -		\$ 276,250.00	97.15%	\$ 8,104.00
Division 10 - Specialties								
10.01	Signage	\$ 10,776.00	\$ -	\$ -		\$ -	0.00%	\$ 10,776.00
10.02	Toilet Compartments & Accessories	\$ 2,710.00	\$ -	\$ 2,000.00		\$ 2,000.00	73.80%	\$ 710.00
10.03	Shower Accessories	\$ 2,580.00	\$ -	\$ 2,000.00		\$ 2,000.00	77.52%	\$ 580.00
10.04	Fire Extinguishers	\$ 1,540.00	\$ -	\$ 800.00		\$ 800.00	51.95%	\$ 740.00
10.05	Lockers	\$ 3,275.00	\$ -	\$ -		\$ -	0.00%	\$ 3,275.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 12 - Furnishings								
12.01	Sunshades	\$ 16,572.00	\$ -	\$ -		\$ -	0.00%	\$ 16,572.00
12.02	Window Shades	\$ 2,555.00	\$ -	\$ -		\$ -	0.00%	\$ 2,555.00
12.03	Institutional Casework	\$ 11,848.00	\$ 1,000.00	\$ 10,848.00		\$ 11,848.00	100.00%	\$ -
12.04	Lab Casework	\$ 21,840.00	\$ 2,000.00	\$ 19,840.00		\$ 21,840.00	100.00%	\$ -
Division 21 - Fire Suppression								
21.01	Fire Protection	\$ 143,575.00	\$ 143,575.00	\$ -		\$ 143,575.00	100.00%	\$ -
Division 22 - Plumbing								
22.01	Plumbing / Fixtures / Equipment							
22.01.1	Process Air Piping & Compressor	\$ 15,850.00	\$ 5,000.00	\$ 8,000.00		\$ 13,000.00	82.02%	\$ 2,850.00
22.01.2	Basement Plumbing Underground	\$ 58,788.00	\$ 53,788.00	\$ -		\$ 53,788.00	91.49%	\$ 5,000.00
22.01.3	Process Area Plumbing Underground	\$ 86,105.00	\$ 86,105.00	\$ -		\$ 86,105.00	100.00%	\$ -
22.01.4	Office Area Plumbing Underground	\$ 38,200.00	\$ 38,200.00	\$ -		\$ 38,200.00	100.00%	\$ -
22.01.5	Heating Water Piping	\$ 101,500.00	\$ 98,500.00	\$ -		\$ 98,500.00	97.04%	\$ 3,000.00
22.01.6	Condensate Piping	\$ 7,500.00	\$ 7,500.00	\$ -		\$ 7,500.00	100.00%	\$ -
22.01.7	Building VT & Drain Process Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.8	Building VT & Drain Office Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.9	Domestic Water Piping Office Area	\$ 55,450.00	\$ 55,450.00	\$ -		\$ 55,450.00	100.00%	\$ -
22.01.10	Domestic Water Piping Process Area	\$ 33,280.00	\$ 15,000.00	\$ -		\$ 15,000.00	45.07%	\$ 18,280.00
22.01.11	Plumbing Fixtures	\$ 18,500.00	\$ 12,500.00	\$ 3,000.00		\$ 15,500.00	83.78%	\$ 3,000.00
22.01.12	Trench Drains	\$ 30,050.00	\$ 30,050.00	\$ -		\$ 30,050.00	100.00%	\$ -
22.01.13	Heating Equipment	\$ 22,100.00	\$ 22,100.00	\$ -		\$ 22,100.00	100.00%	\$ -
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)								
23.01	HVAC							
23.01.1	Preconstruction/Mobilization	\$ 53,990.00	\$ 53,990.00	\$ -		\$ 53,990.00	100.00%	\$ -
23.01.2	Shop Frabrication	\$ 76,523.00	\$ 76,523.00	\$ -		\$ 76,523.00	100.00%	\$ -
23.01.3	HVAC Install	\$ 107,123.00	\$ 107,123.00	\$ -		\$ 107,123.00	100.00%	\$ -
23.01.4	HVAC Equipment	\$ 405,041.00	\$ 386,000.00	\$ -		\$ 386,000.00	95.30%	\$ 19,041.00
23.01.5	HVAC Insulation	\$ 3,796.00	\$ 3,796.00	\$ -		\$ 3,796.00	100.00%	\$ -
23.01.6	Temperature Controls	\$ 105,622.00	\$ 101,500.00	\$ -		\$ 101,500.00	96.10%	\$ 4,122.00
23.01.7	Test & Balance	\$ 5,565.00	\$ -	\$ -		\$ -	0.00%	\$ 5,565.00
23.01.8	Commissioning	\$ 19,740.00	\$ 8,200.00	\$ -		\$ 8,200.00	41.54%	\$ 11,540.00
23.01.9	Refrigeration Piping Modeling/Management	\$ 15,522.00	\$ 14,500.00	\$ -		\$ 14,500.00	93.42%	\$ 1,022.00
23.01.10	Refrigeration Materials	\$ 15,995.00	\$ 15,500.00	\$ -		\$ 15,500.00	96.91%	\$ 495.00
23.01.11	Refrigeration Labor	\$ 20,755.00	\$ 20,200.00	\$ -		\$ 20,200.00	97.33%	\$ 555.00
23.02	Geothermal System	\$ 196,069.00	\$ 185,500.00	\$ -		\$ 185,500.00	94.61%	\$ 10,569.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 25 - Integrated Automation								
25.01	Approved Design Submittals	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%	\$ -
25.02	Control Panels	\$ 225,000.00	\$ -	\$ -		\$ -	0.00%	\$ 225,000.00
25.03	Computer Equipment and Software	\$ 160,000.00	\$ -	\$ -		\$ -	0.00%	\$ 160,000.00
25.04	System Programming	\$ 35,000.00	\$ -	\$ -		\$ -	0.00%	\$ 35,000.00
25.05	Instrumentation	\$ 14,500.00	\$ 14,500.00	\$ -		\$ 14,500.00	100.00%	\$ -
25.06	On Site Start Up/Training	\$ 21,000.00	\$ -	\$ -		\$ -	0.00%	\$ 21,000.00
Division 26 - Electrical								
26.01	Electrical	\$ 1,188,553.00	\$ 944,000.00	\$ 58,000.00		\$ 1,002,000.00	84.30%	\$ 186,553.00
26.02	Electrical Gear - MCC's, Etc.	\$ 528,000.00	\$ 528,000.00	\$ -		\$ 528,000.00	100.00%	\$ -
26.03	Generator	\$ 1,277,947.00	\$ 1,277,947.00	\$ -		\$ 1,277,947.00	100.00%	\$ -
Division 27 - Communications								
27.01	Communication	\$ 37,100.00	\$ -	\$ -		\$ -	0.00%	\$ 37,100.00
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ -	\$ -		\$ -	0.00%	\$ 66,700.00
Division 31- Earthwork								
31.01	Mobilization	\$ 40,000.00	\$ 40,000.00	\$ -		\$ 40,000.00	100.00%	\$ -
31.02	Construction Entrance	\$ 2,250.00	\$ 2,250.00	\$ -		\$ 2,250.00	100.00%	\$ -
31.03	Strip, Stockpile & Respread Topsoil	\$ 65,000.00	\$ 41,000.00	\$ 12,000.00		\$ 53,000.00	81.54%	\$ 12,000.00
31.04	Site Excavating & Gracing, Cut to Fill	\$ 85,000.00	\$ 74,000.00	\$ -		\$ 74,000.00	87.06%	\$ 11,000.00
31.05	Over Excavation, Replace & Re-Compact of Building Pad Area 1	\$ 329,000.00	\$ 280,000.00	\$ -		\$ 280,000.00	85.11%	\$ 49,000.00
31.06	Over Excavation & Replacement with Suitable Fill for Building Pad Area 2	\$ 595,000.00	\$ 595,000.00	\$ -		\$ 595,000.00	100.00%	\$ -
31.07	Excavation of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 55,000.00	\$ 55,000.00	\$ -		\$ 55,000.00	100.00%	\$ -
31.08	Granular Backfill of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 200,000.00	\$ 200,000.00	\$ -		\$ 200,000.00	100.00%	\$ -
31.09	Provide & Place Granular Subbase for Building Pad	\$ 54,179.00	\$ 54,179.00	\$ -		\$ 54,179.00	100.00%	\$ -
31.10	Silt Fence	\$ 3,055.00	\$ 3,055.00	\$ -		\$ 3,055.00	100.00%	\$ -
31.11	Inlet Protection	\$ 540.00	\$ 540.00	\$ -		\$ 540.00	100.00%	\$ -
Division 32- Exterior Improvements								
32.01	Seeding	\$ 19,351.00	\$ 14,000.00	\$ -		\$ 14,000.00	72.35%	\$ 5,351.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
32.02	Plantings	\$ 11,200.00	\$ -	\$ -		\$ -	0.00%	\$ 11,200.00
32.03	Sidewalks - Grading & Subgrade Prep	\$ 3,310.00	\$ 2,500.00	\$ -		\$ 2,500.00	75.53%	\$ 810.00
32.04	Subgrade Prep for PCC Paving	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -
32.05	PCC Subbase - 6"including fabric	\$ 102,300.00	\$ 102,300.00	\$ -		\$ 102,300.00	100.00%	\$ -
32.06	Site PCC Paving	\$ 347,540.00	\$ 288,000.00	\$ 20,000.00		\$ 308,000.00	88.62%	\$ 39,540.00
32.07	Gravel Shoulders	\$ 2,660.00	\$ -	\$ -		\$ -	0.00%	\$ 2,660.00
32.08	Gravel Drives including Fabric	\$ 33,660.00	\$ -	\$ -		\$ -	0.00%	\$ 33,660.00
32.09	Install Vinyl Coated Fence	\$ 45,800.00	\$ 45,800.00	\$ -		\$ 45,800.00	100.00%	\$ -
32.10	Install Slide Gate & Operator	\$ 21,300.00	\$ 21,300.00	\$ -		\$ 21,300.00	100.00%	\$ -
Division 33 - Utilities								
33.01	Site Utilities / Water - Sewer - Storm							
33.01.1	Site Utility Mobilization	\$ 53,235.00	\$ 53,235.00	\$ -		\$ 53,235.00	100.00%	\$ -
33.01.2	Buildng Overflow Drain Pipe	\$ 190,780.00	\$ 190,780.00	\$ -		\$ 190,780.00	100.00%	\$ -
33.01.3	Sanitary Sewer Pipe & Structures	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
33.01.4	Concentrate Pipe	\$ 397,450.00	\$ 397,450.00	\$ -		\$ 397,450.00	100.00%	\$ -
33.01.5	Perm Drain and Structure	\$ 218,730.00	\$ 218,730.00	\$ -		\$ 218,730.00	100.00%	\$ -
33.01.6	RAW Piping	\$ 54,900.00	\$ 54,900.00	\$ -		\$ 54,900.00	100.00%	\$ -
33.01.7	FW Piping	\$ 470,720.00	\$ 468,720.00	\$ -		\$ 468,720.00	99.58%	\$ 2,000.00
33.01.8	CE Piping	\$ 206,380.00	\$ 204,380.00	\$ -		\$ 204,380.00	99.03%	\$ 2,000.00
33.01.9	RCP Storm Drains	\$ 73,500.00	\$ 73,500.00	\$ -		\$ 73,500.00	100.00%	\$ -
33.01.10	SD Piping	\$ 28,330.00	\$ 28,330.00	\$ -		\$ 28,330.00	100.00%	\$ -
Division 40 - Process Interconnections								
40.01	Process Piping	\$ 788,732.00	\$ 777,000.00	\$ -		\$ 777,000.00	98.51%	\$ 11,732.00
40.02	Process Valves	\$ 300,000.00	\$ 300,000.00	\$ -		\$ 300,000.00	100.00%	\$ -
40.03	Process Controls	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
40.04	WTP Disinfection	\$ 10,000.00	\$ -	\$ -		\$ -	0.00%	\$ 10,000.00
Division 41 - Material Processing and Handling Equipment								
41.01	Monorail Hoist	\$ 44,284.00	\$ 44,284.00	\$ -		\$ 44,284.00	100.00%	\$ -
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment								
43.01	End Suction Pumps	\$ 22,000.00	\$ 2,200.00	\$ -	\$ 19,800.00	\$ 22,000.00	100.00%	\$ -
43.02	Vertical Turbine Pumps	\$ 285,000.00	\$ 229,500.00	\$ -	\$ 55,500.00	\$ 285,000.00	100.00%	\$ -
Division 46 - Water and Wastewater Equipment								
46.01	Chemical Feed / Valves / Mixers	\$ 407,871.00	\$ 396,300.00	\$ -		\$ 396,300.00	97.16%	\$ 11,571.00
46.02	Lime Feed Equipment	\$ 442,500.00	\$ 442,500.00	\$ -		\$ 442,500.00	100.00%	\$ -
46.03	Aerators	\$ 77,629.00	\$ 77,629.00	\$ -	\$ -	\$ 77,629.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
46.04	Harn RO System Assigned Contract Allowance	\$ 1,327,752.00	\$ 1,245,065.00	\$ 15,000.00		\$ 1,260,065.00	94.90%	\$ 67,687.00
46.05	Equipment Install	\$ 160,493.00	\$ 101,200.00	\$ -		\$ 101,200.00	63.06%	\$ 59,293.00
Approved Project Change Orders								
CO-001	Change Order #1	\$ 37,166.00	\$ 37,166.00	\$ -		\$ 37,166.00	100.00%	\$ -
CO-002	Change Order #2	\$ 71,894.00	\$ 71,894.00	\$ -		\$ 71,894.00	100.00%	\$ -
CO-003	Change Order #3	\$ 312,226.00	\$ 25,300.00	\$ 25,000.00		\$ 50,300.00	16.11%	\$ 261,926.00
	Total	\$ 18,372,486.00	\$ 16,352,769.00	\$ 233,684.39	\$ 87,000.00	\$ 16,673,453.39	90.75%	\$ 1,699,032.61

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1						Application Number:		19 (Nineteen)	
Application Period:	6/1/2021 to 6/30/2021						Application Date:		7/1/2021	
A	B C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
08.03	PA-1	Aluminum Door Materials	Supplier	Sep-2020	\$ 15,863.29	\$ -	\$ 15,863.29	May-2021	\$ 15,863.29	\$ -
09.03	PA-1	Flooring Materials	Supplier	Oct-2020	\$ 11,700.00	\$ -	\$ 11,700.00			\$ 11,700.00
46.03	77519	Force Draft Aerator	Site / Supplier	Jul-2020	\$ 69,829.00	\$ -	\$ 69,829.00	Aug-2020	\$ 69,829.00	\$ -
43.01	21-0748	End Suction Pumps	Site	May-2021	\$ 19,800.00	\$ -	\$ 19,800.00			\$ 19,800.00
43.02	112243R	Vertical Turbine Pumps	Site	May-2021	\$ 55,500.00	\$ -	\$ 55,500.00			\$ 55,500.00
		Totals			\$ 172,692.29	\$ -	\$ 172,692.29		\$ 85,692.29	\$ 87,000.00

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1 Grimes RO WTP - Phase 1				Application Number:	19 (Nineteen)
					Application Date:	7/1/2021
Application Period:	From:	6/1/2021	To:	6/30/2021	Contractor:	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443

Original Contract Amount: \$ 17,951,200.00

Approved Change Orders:

Number	Date	Amount
001	8/25/2020	\$ 37,166.00
002	1/12/2021	\$ 71,894.00
003	3/9/2021	\$ 312,226.00

Revised Contract Amount: \$ 18,372,486.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001	2/3/2020	\$ 1,211,556.85
002	2/28/2020	\$ 278,825.00
003	3/30/2020	\$ 487,861.10
004	4/21/2020	\$ 983,421.00
005	5/15/2020	\$ 757,739.00
006	6/29/2020	\$ 577,734.90
007	7/17/2020	\$ 507,053.00
008	8/31/2020	\$ 1,416,281.85
009	9/30/2020	\$ 730,806.50
010	10/19/2020	\$ 663,815.63
011	11/20/2020	\$ 1,080,758.00
012	12/17/2020	\$ 1,666,888.05
013	1/19/2021	\$ 1,168,367.00
014	2/16/2021	\$ 815,849.55
015	3/15/2021	\$ 683,164.95
016	4/16/2021	\$ 1,131,322.70
017	6/4/2021	\$ 1,073,885.70
018	6/30/2021	\$ 382,449.77

Total Estimates Paid to Date: \$ 15,617,780.55

--	--	--

Total Construction Cost: \$ 15,617,780.55

CHANGE ORDER FORM

Project Title: County Line Road Intersection Improvements
Contractor: Absolute Concrete
Address: 1000 West 6th Ave, PO Box 148, Slater, IA 50244
Finance Budget Code: 334-210-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: April 27, 2021 **Vendor #** 1072

Change Order Number: 1Change Order Date: 7/13/2021**Purpose of Change Order:**

Quantity adjustment made for items 4, 6, 9, 22, and 25 due to the addition of two field driveways on the northern project limits.
 Item 8001 "Subbase Stabilization, Geogrid" added to provide subbase stabilization in a location where shallow private utilities limited the contractor to properly complete subbase preparation.
 Item 8002 "Temporary Traffic Signals" added to provide additional work area and safety while completing work on Hwy 44/W 1st Street.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4	Subgrade Preparation	SY	30.00	\$ 3.00	\$ 90.00
6	Subbase, Modified, 6 IN.	SY	30.00	\$ 10.00	\$ 300.00
9	Storm Sewer, Trenched, RCP, 30 IN.	LF	51.00	\$ 109.00	\$ 5,559.00
22	Pavement, PCC, 8 IN.	SY	30.00	\$ 75.00	\$ 2,250.00
25	Granular Shoulder and Driveway, 7 IN.	SY	120.00	\$ 15.00	\$ 1,800.00
8001	Subbase Stabilization, Geogrid	SY	152.00	\$ 5.50	\$ 836.00
8002	Temporary Traffic Signals	LS	1.00	\$ 11,929.00	\$ 11,929.00

Change Order Number: 1 makes the following adjustments to the contract: **\$ 22,764.00**

Contractor Accepted: Absolute Concrete

Signature: [Signature] Date: 6/30/21
Firm Name

Engineer Approved: Bolton & Menk, Inc.

Signature: [Signature] Date: July 1, 2021
DocuSigned by: Firm Name

Owner Accepted: City of Grimes MSA 7-2-21

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 980,161.50
1	July 13, 2021	\$ 22,764.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 1,002,925.50**

AGENDA MEMO

Item No. X

For Meeting of 7/13/21

AGENDA HEADING: Purchase Musco Control-Link Control System for the soccer field lights located at the Grimes South Complex.

FISCAL IMPACT: \$10,950.00

Please note that this is deemed as a sole source purchase because the control system needs to be compatible with the existing Musco lighting system.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S): Approved by the Park and Recreation Board on June 24, 2021.

STAFF/COMMITTEE RECOMMENDATION:

Recommend purchasing the control link which will give the Park and Recreation Department the ability turn the soccer field lights on and off remotely using a cell phone, tablet or computer. Will also have the ability to add any future on-site field lights to the Control-Link.

RESOLUTION TO PURCHASE REMOTE LIGHTING CONTROL SYSTEM

Grimes Resolution No. 07-1321

WHEREAS, the City of Grimes is in the process of updating and expanding its parks and recreational areas; and,

WHEREAS, the city is seeking to install energy saving devices and controls for the sports complex lighting systems; and,

WHEREAS, the Park and Recreation Board and Park Director have investigated the purchase and installation of a system that will allow remote control of the lighting system for the South Sports Complex fields to permit field lights to be efficiently turned off and on remotely; and,

WHEREAS, the proposed system can be expanded to the field lights at other Grimes sports fields; and,

WHEREAS, the Park and Recreation Board has recommended the purchase of the Musco Control-Link Control System to allow remote control of the Grimes sports field lights, pursuant to the attached proposal from Musco;

THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Musco Control-Link Control System be purchased and installed for a price of \$10,950.00, to provide remote control of the field lights at Grimes Sports Parks.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 13th day of July, 2021, and approved this 13th day of July, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Control-Link® Control System Quote

100 1st Ave West • PO Box 808 • Oskaloosa, IA 52577 • Phone: (800) 825-6020 • Fax: (888) 397-8736 • Email Josh.Newell@Musco.com

05/25/21

City of Grimes
Attn: Brian Becker
404 S 2nd St
Grimes, IA 50111

Control-Link® Retrofit Cost Estimate – Grimes South Sports Complex Soccer

Equipment

- (1) Remote Equipment Controllers (RECs) with Cabinet
- (2) Off/On/Auto Switches

Zone 1: Soccer

Zone 2: Spare

- 10 Year Parts/10 Year Labor Warranty on all Equipment
- All Freight Costs

Equipment Installation

- Turnkey installation of all components by Musco Technicians
- Activation and testing of systems to ensure all units are fully functional and operational

NOTE:

MUSCO, a non-union organization, requires City of Grimes to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

10 Years Control Link Central™ Service (CLC)

- 24/7 toll free access to CLC customer scheduling operators
- Access to Musco Control Link™ Scheduling Website
- REC operations and Website Training for your scheduling staff

Total Equipment & Installation with 10 Years of CLC Service: \$10,950.00*

*Price assumes electrically held contactors exist and are fully operational. If mechanically held contactors are currently in place, or if contactors are required, an updated quotation can be provided based on the equipment required.

*Please add applicable sales tax. Freight has been included.

*Customer must provide 120v circuit to location of controls.

Please feel free to call me to discuss any questions or concerns that you may have.

Sincerely,



Josh Newell
Lighting Services Sales Representative-Musco Lighting





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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Grant Property

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$25,348.60 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$25,348.60

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA GRANT
PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes WRA Connector Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

NOW, THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa:

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this ____ day of _____, 2020.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 31100016400006COUNTY: PolkPROJECT NO. N/APROJECT NAME: Grimes WRA Connector ProjectTO: Jason A. Grant

On this 3rd day of May, 2021, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: **LAND ONLY**. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>25,348.60</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 25,348.60 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Permanent Easement	<u>13,040</u> sq.ft.	\$ <u>16,464.65</u>
Temporary Easement(s)	<u>17,368</u> sq.ft.	\$ <u>3,508.69</u>
Landscaping/Other	Seeding/Water	\$ <u>5,385.26</u>
Total		\$ <u>25,348.60</u>
Additional Damages <u>None</u>		

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. Each page and each attachment is by this reference made part hereof.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None
14. BUYER shall be responsible for the removal and relocation of any fences.
15. SELLER shall be responsible for all seeding and watering on the disturbed area within the easements.
16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.
17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.
18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
19. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiv-er, modification, release, or cancellation of this Agreement or any portion of this Agree-ment shall be binding unless evidenced by writing.
 - b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X
By: Jason A. Grant
Marital Status: Single

X
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

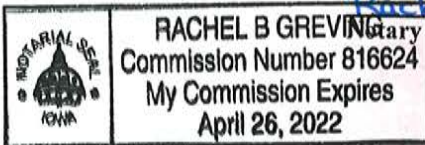
STATE OF Iowa }
COUNTY OF Polk } ss:

On this 8th day of July, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason A. Grant

to me personally known
or ☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)



Rachel Greiving (Sign in Ink)
Rachel Greiving (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED**BY SIGNER:**☒ **INDIVIDUAL**☐ **CORPORATE**

Title(s) of Corporate Officer(s): _____

☐ Corporate Seal is affixed☐ No Corporate Seal procured☐ **PARTNER(s):** ☐ Limited Partnership
☐ General Partnership☐ **ATTORNEY-IN-FACT**☐ **EXECUTOR(s) or TRUSTEE(s)**☐ **GUARDIAN(s) or CONSERVATOR(s)**☐ **OTHER:** _____**SIGNER IS REPRESENTING:**

List name(s) of person(s) or entity(ies) _____

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date) _____

Attested by: Rochelle Williams (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____

known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa



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

AGENDA MEMO

Item No. X
For Meeting of July 13, 2021

AGENDA HEADING: S James Street and SE 6th Street Temporary Traffic Signalization – Iowa Signal, Inc. Informal Project Award Resolution

SYNOPSIS: The City of Grimes has been working with Foth on the traffic study, design and bidding of the S James Street and SE 6th Street Temporary Traffic Signalization project. This project followed the informal bidding process with bid packets sent out to 3 potential contractors, resulting in 3 bids being received on July 7th. The low bidder was Iowa Signal out of Grimes for \$49,888.50, which was slightly over the engineer's estimate of \$47,400.00. Iowa Signal is a reputable contractor that has worked on many City of Grimes projects and staff has not experienced any issues with their work.

The next step in the process is for the City Council to consider approval of a Resolution that would award the construction work to Iowa Signal and authorize the Mayor to sign the construction contract.

Following City Council approval, the staff will work with Foth to coordinate the construction of this project, which is scheduled to have the temporary traffic signal up and running before school begins in late August. Foth will also be providing construction administration, observation and staking for the project.

FISCAL IMPACT: The bids received for this project were competitive with the low bid being slightly over the engineer's estimate.

The funding source for this project will be from the line item in the current CIP for the S James Street and SE 6th Street improvements.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with Foth for traffic study and design engineering services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed the bids and is familiar with the contractor's qualifications and recommends approval of the award resolution by the City Council.

RESOLUTION 07-1521

A RESOLUTION ACCEPTING A PROPOSAL FROM IOWA SIGNAL, INC. IN THE AMOUNT OF \$49,888.50 FOR THE CONSTRUCTION OF THE S JAMES STREET AND SE 6TH STREET TEMPORARY TRAFFIC SIGNALIZATION PROJECT.

WHEREAS, the City of Grimes desires to improve the safety and efficiency of the intersection of S James Street and SE 6th Street in the City of Grimes, and;

WHEREAS, a request for proposal was sent out to three contractors that specialized in this type of work, and;

WHEREAS, the results of the request for proposal are as follows:

Iowa Signal, Inc.	\$49,888.50
Baker Electric, Inc.	\$68,362.00
Van Maanan Electric, Inc.	\$71,220.00
Engineer's Estimated Cost	\$47,400.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the Proposal from Iowa Signal, Inc. in the amount of \$49,888.50 be accepted for the construction of the S James Street and SE 6th Street Temporary Traffic Signalization project, the Mayor be authorized to sign the construction Contract.

DATED this 13th day of July, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Resolution Accepting Public Improvements in Heritage Apartments Plat 1 Lot 1 & 2

SYNOPSIS: The public improvements have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Heritage Apartments Site Plan - 2017

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Accepting Public Improvements in Heritage Apartments Plat 1 Lot 1 & 2.

RESOLUTION NO. _____

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN HERITAGE
APARTMENTS PLAT 1 LOT 1 AND 2

WHEREAS, approval of the final plat for Heritage Apartments Plat 1 (the “Plat”) has previously been given by resolution of the Grimes City Council; and

WHEREAS, at the time of approval of the final plat, certain public improvements within the Plat were not completed; and

WHEREAS, the public improvements are now completed and in a condition to be formally accepted by the City, and the City engineer has recommended such acceptance.

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

1. That the public improvements in Heritage Apartments Plat 1 Lot 1 and 2, including water mains and sanitary sewers are hereby accepted and incorporated into the respective water main and sanitary sewer systems in the City of Grimes.

This resolution shall be filed of record with the Polk County, Iowa Recorder.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

Heritage Apartments Plat 1 Lot 1 and 2

Grimes, Iowa

July 13, 2021

This is to certify that the construction improvements on *Heritage Apartments Plat 1 Lot 1 and 2* have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Tony Hanson
Senior Engineering Technician



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on July 13th, hold the bid opening on August 4th @ 10:30 AM, hold the public hearing on August 10th @ 5:30 PM and award the project following the public hearing.

This project includes the installation of traffic signals at the intersection of the Highway 141 southbound ramps and Highway 44 with an additional turn lane being constructed at the off-ramp. The project includes full completion within 45 working days with liquidated damages of \$1,000/day for noncompliance. The working days could be suspended if the contractor gets to the point that no work can occur because of delivery delays associated with the city-supplied traffic signal equipment. This equipment was ordered ahead of time separately by the City to minimize these potential delays.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$250,000. This project is included in the current Capital Improvements Plan for construction this year. There are Iowa DOT U-STEP and TSIP grant funds that will help pay for eligible construction costs associated with this project too.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with Snyder & Associates for engineering design services, Iowa DOT Agreement for U-STEP, Iowa DOT Agreement for TSIP, Approval of traffic signal equipment procurement.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of August 4th @ 10:30 AM and public hearing date of August 10th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE IOWA HIGHWAY 141 SB & IOWA HIGHWAY 44 TRAFFIC SIGNAL AND TURN LANE IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 07-1621

RESOLUTION ORDERING CONSTRUCTION OF THE IOWA HIGHWAY 141 SB & IOWA HIGHWAY 44 TRAFFIC SIGNAL AND TURN LANE IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements Project is located on the Southbound off ramp of Hwy 141 and Hwy 44

(First Street) in Grimes, Iowa. The project includes intersection signalization and ramp widening improvements.

The improvements include construction of traffic signals, approximately 640 CY of Class 10 excavation, 42 SY of pavement removal, 441 SY of 9" PCC pavement, 74 SY of 6" PCC shared use path and ADA ramps, traffic control, 15.7 STA durable pavement markings with grooves cut, erosion control, 10 LF 48" RCP culvert extension, 188 LF of temporary barrier rail and miscellaneous associated work necessary to complete the project.

Contractor will be responsible for the transportation of owner-supplied traffic signal equipment to the project site, if necessary, from the Grimes Public Works Facility at 1700 SE Destination Drive, Grimes, IA 50111.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to August 4, 2021, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on August 10, 2021, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on August 10, 2021.

PASSED AND APPROVED this 13th day of July, 2021.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

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

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **IOWA HIGHWAY 141 SB & IOWA HIGHWAY 44 TRAFFIC SIGNAL AND TURN LANE IMPROVEMENTS** at its meeting at **5:30 P.M. on the 10th day of August, 2021**, in the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in said City Council Chambers on the **4th day of August, 2021**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 4th day of August, 2021**, in said City Council Chambers. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 10th day of August, 2021**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than August 23, 2021 and no later than September 13, 2021**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in late August or early September 2021.

It is intended that working days will be suspended after site pavement construction and site stabilization is complete, pending delivery of owner-furnished signal equipment. Refer to N-Sheets for information on owner-furnished signal equipment.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov/OurCommunity under "Project Bid Information" for no cost. Project information, estimated total cost and planholder

information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com. Project information, estimated total cost and plan holder information is available for no cost at same link.

Paper copies of the Contract Documents are available from Snyder & Associates, 2727 SW Snyder Boulevard, Ankeny, Iowa 50023, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-2020 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

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

The Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements Project is located on the Southbound off ramp of Hwy 141 and Hwy 44 (First Street) in Grimes, Iowa. The project includes intersection signalization and ramp widening improvements.

The improvements include construction of traffic signals, approximately 640 CY of Class 10 excavation, 42 SY of pavement removal, 441 SY of 9" PCC pavement, 74 SY of 6" PCC shared use path and ADA ramps, traffic control, 15.7 STA durable pavement markings with grooves cut, erosion control, 10 LF 48" RCP culvert extension, 188 LF of temporary barrier rail and miscellaneous associated work necessary to complete the project.

Contractor will be responsible for the transportation of owner-supplied traffic signal equipment to the project site, if necessary, from the Grimes Public Works Facility at 1700 SE Destination Drive, Grimes, IA 50111.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project within forty five **(45) working days**. Full completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new streets and sidewalks fully open to traffic, surface restoration completed and traffic signal fully operational. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of One **Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **13th day of July, 2021**.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **16th day of July, 2021**.

Published in a newspaper with local circulation the **22nd day of July, 2021**.



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

AGENDA MEMO

Item No. X
For Meeting of July 13, 2021

AGENDA HEADING: SE Jacob Street Water Main – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the SE Jacob Street Water Main project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on July 13th, hold the bid opening on August 4th @ 10:30 AM, hold the public hearing on August 10th @ 5:30 PM and award the project following the public hearing.

This project includes the construction of 8" water mains to replace existing 4" and 6" water mains along SE Jacob Street from E First Street to SE 6th Street and along some adjacent side street connections. This project is being completed this year with a planned HMA overlay of SE Jacob Street scheduled for next year. The project includes substantial completion within 80 working days with liquidated damages of \$1,000/day for noncompliance and an additional 10 working days for full completion with liquidated damages of \$500/day for noncompliance.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$790,000. This project is included in the current Capital Improvements Plan for construction this year.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with MSA Professional Services for engineering design services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of August 4th @ 10:30 AM and public hearing date of August 10th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SE JACOB STREET WATER MAIN, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 07-1821

RESOLUTION ORDERING CONSTRUCTION OF THE SE JACOB STREET WATER MAIN, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the SE Jacob Street Water Main; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SE Jacob Street Water Main, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The SE Jacob Street Water Main project includes the replacement of the existing water main along SE Jacob Street from E. 1st Street to SE 6th Street/SE Trail Ridge Road in the City of Grimes.

The construction includes 2,750 LF of 8" trenchless PVC water main, 150 LF of 8" trenched PVC water main, 40 LF of 4" trenched PVC water main, and 70 LF of 8" trenchless PVC water main with casing pipe. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, fire hydrant removal and installation, water service installation, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to August 4, 2021, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on August 10, 2021, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on August 10, 2021.

PASSED AND APPROVED this 13th day of July, 2021.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING
SE JACOB STREET WATER MAIN

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **SE Jacob Street Water Main** project at its meeting at **5:30 P.M. on the 10th day of August, 2021**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in said City Council Chambers on the **4th day of August, 2021**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated **at 10:30 A.M. on the 4th day of August, 2021**, in said City Council Chambers. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 10th day of August, 2021**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than August 16th, 2021, and no later than September 13th, 2021**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in August 2021.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov/OurCommunity under "Project Bid Information" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the MSA Professional Services, Inc., 1555 SE Delaware Ave, Suite F, Ankeny, IA 50021, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-1920 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being

General Nature of the Public Improvement

SE JACOB STREET WATER MAIN

The SE Jacob Street Water Main project includes the replacement of the existing water main along SE Jacob Street from E. 1st Street to SE 6th Street/SE Trail Ridge Road in the City of Grimes.

The construction includes 2,750 LF of 8" trenchless PVC water main, 150 LF of 8" trenched PVC water main, 40 LF of 4" trenched PVC water main, and 70 LF of 8" trenchless PVC water main with casing pipe. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, fire hydrant removal and installation, water service installation, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **eighty (80) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and roadway surfacing completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **13th day of July, 2021**.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **16th day of July, 2021**.

Published in a newspaper with local circulation the **22nd day of July, 2021**.



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

AGENDA MEMO

Item No. X
For Meeting of July 13, 2021

AGENDA HEADING: North Sports Complex Parking Lot Improvements – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the North Sports Complex Parking Lot Improvements project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on July 13th, hold the bid opening on August 18th @ 10:30 AM, hold the public hearing on August 24th @ 5:30 PM and award the project following the public hearing.

This project includes the construction of two additional parking lots to serve the North Sports Complex and a detention basin to provide stormwater management. The project includes a substantial completion date of December 1, 2021 with liquidated damages of \$1,000/day for noncompliance and a full completion date of May 1, 2022 with liquidated damages of \$500/day for noncompliance.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$910,000. This project is included in the current Capital Improvements Plan for construction this year.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with MSA Professional Services for engineering design services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of August 18th @ 10:30 AM and public hearing date of August 24th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NORTH SPORTS COMPLEX PARKING LOT IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 07-21

RESOLUTION ORDERING CONSTRUCTION OF THE NORTH SPORTS COMPLEX PARKING LOT IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the North Sports Complex Parking Lot Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the North Sports Complex Parking Lot Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The North Sports Complex Parking Lot Improvements project includes the construction of two (2) additional parking lots to serve the existing facility as well as provide increased traffic circulation for the adjacent North Ridge Elementary School. Improvements will also include the addition of a detention basin to provide stormwater management.

Other associated improvements include the removal and replacement of existing pavement markings and trees, installation of storm sewer intakes, site lighting, an electrical connection for future service to Field #1, erosion control and other associated site improvements.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to August 18, 2021, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on August 24, 2021, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on August 24, 2021.

PASSED AND APPROVED this 13th day of July, 2021.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

North Sports Complex Parking Lot Improvements

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **North Sports Complex Parking Lot Improvements** project at its meeting at **5:30 P.M. on the 24th day of August, 2021**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in said City Council Chambers on the **18th day of August, 2021**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated **at 10:30 A.M. on the 18th day of August, 2021**, in said City Council Chambers. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 24th day of August, 2021**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than August 30th, 2021, and no later than October 4th, 2021**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in **September 2021**.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov/OurCommunity under "Project Bid Information" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from MSA Professional Services, Inc., 1555 SE Delaware Ave, Suite F, Ankeny, IA 50021, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-1920 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being

General Nature of the Public Improvement

North Sports Complex Parking Lot Improvements

The North Sports Complex Parking Lot Improvements project includes the construction of two (2) additional parking lots to serve the existing facility as well as provide increased traffic circulation for the adjacent North Ridge Elementary School. Improvements will also include the addition of a detention basin to provide stormwater management.

Other associated improvements include the removal and replacement of existing pavement markings and trees, installation of storm sewer intakes, site lighting, an electrical connection for future service to Field #1, erosion control and other associated site improvements.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project by **December 1st, 2021**. Substantial completion for the overall project shall be defined as all utility, grading, and roadway surfacing completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project by **May 1st, 2022**. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **13th day of July, 2021**.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **30th day of July, 2021**.

Published in a newspaper with local circulation the **5th day of August, 2021**.



JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT

6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

June 2021 service calls

300 calls across all districts

Total calls **Up** from 258 total in May

Station 37 – 68 calls

Station 38 – Grimes district – 41 Johnston district – 69

Station 39 – 114calls New NW Area - 1

Mutual Aid Given– 7 calls Ankeny - 1 Granger – 2 Urbandale - 4

Mutual Aid Received – 17 agency responses

EMS calls (217) – 79.0% Fire/other calls (41) – 21.0%

13 in Category 1, 4 Building fires, 3 cooking fires, 3 brush fires, 2 vehicle fires, 1 outside equipment fires.

1 in Category 2 Excessive Heat, no ignition

10 in Category 4 Hazardous Condition which is gas leaks, chemical spills, power lines down.

11 Service Calls which is Category 5, 7 of these were EMS

15 in Category 6 Good Intent - 5 were EMS Calls

28 False Alarms- which is Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units

6/14 - Assisted with overhaul at fire in Ankeny. Found two dogs in home but were not able to revive.

6/20 – 10432 Dorset St., Johnston. Trash Can on deck started deck on fire with discarded hot items.

6/21 – 904 SE Rosewood Grimes. Small Deck fire.

6/25 – 6109 NW 59th Ct., Johnston. Small fire on stove from combustibles piled on stove and stove accidentally turned on.

Items of interest:

New fire engine in service - Stationed in Grimes to get miles on it while under warranty

Ambulance being shipped up from Florida this week. Should be in service in a week or two.

City of Grimes Claims 6 25 2021

KOCH OFFICE GROUP	COPIER OVERAGE 3/2/21-6/1/2021	54.65
CORE & MAIN	ASR Well Project	35,482.00
DES MOINES STEEL FENCE	FENCE TIES NORTH COMPLEX	68.28
GRIMES CHAMBER & ECONOMIC	APR/MAY/JUNE 2021 EXPENSES	20,590.66
KLINE ELECTRIC INC	DEDUCTIBLE FOR ST LIGHT DMG	750
MEDIACOM	INTERNET PW	331.26
MIDAMERICAN ENERGY	ELECTRIC O STREET LIGHTING	23,555.97
VERIZON WIRELESS, BELLEVU	IPADS	320.09
CENTURY LINK	PHONE	143.43
UMB BANK, N.A.	GO 2018A ADMIN FEE	1,050.00
CENTURY LINK 02	PHONE	181.24
WULFEKUHL INJECCION	SLUDGE REMOVAL DRYING BED #3	<u>40,000.00</u>
	CLAIMS TOTAL	122,527.58
	GENERAL FUND	35,224.32
	DEBT SERVICE FUND	1,050.00
	WATER FUND	41,832.02
	SEWER FUND	<u>44,421.24</u>
		122,527.58

City of Grimes Claims 7 13 2021

CENTRAL PUMP AND MOTOR	PUMP MAINTENANCE	787.8
D&K PRODUCTS	CHEMICALS	938.5
ABSOLUTE CONCRETE CONSTRUCT	CO LINE RD INTERSECT IMPROVE	281,913.92
ACCU JET	JET HYDOR VALVES @ SEWER PLT	618.26
AMERICAN LIBRARY ASSN.	CAIL ALA MEMBERSHIP - LIBRARY	74
EUROFINS TESTAMERICA	LABS	2,222.50
AUTOMATIC DOOR GROUP	AUTO DOOR REPAIR - LIBRARY	241.16
BAKER & TAYLOR	ENVISIONWARE RENEWALS -LIBRARY	3,632.27
BASCOM TRUCK	REPAIRS TO E371	2,005.46
BEISSER LUMBER	CONCRETE FORMS	290.72
BLACK HILLS ENERGY	POWER	657.62
SHADRAN INDUSTRIAL & SANI	MAY CLEANING CH	631.89
BOMGAARS	WEED TRIM/SPRAYER/SUPPLIES	1,600.62
KOHLES & BACH, INC	AC UNIT SERVICE GCC	271.78
BSN SPORTS	2 DRY LINE MARKERS/CORDS SCOMP	638.08
KOCH OFFICE GROUP	COPIER OVERAGE 2/28/21-5/27/21	75.4
CALHOUN-BURNS & ASSOCIATE	BRIDGE INSPECTION & RATING	500
CITY OF JOHNSTON	HWY 141 CORRIDOR STUDY	5,511.13
CIVIL DESIGN ADVANTAGE	WRA SANITARY SEWER CONNECTION	2,177.25
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,088.74
CULLIGAN WATER COND.	WATER COOLER - LIBRARY	46.2
DES MOINES AREA MPO	FY 2022 ASSESSMENT DUES	14,408.00
DIAMOND VOGEL	LINE DRIVER FOR PAINT	4,899.00
EMERGENCY APPARATUS MAINT	REPAIR OIL LEAK/PACKING E371	1,179.81
RD MCKINNEY PLUMB/EXC	CURB STOP REPAIRS	2,565.00
FAREWAY STORES, INC.	CITY STAFF LUNCH	382.45
GRAINGER	MOTOR FOR DIGESTER BLDG-SEWER	496.91
GRIMES CHAMBER & ECONOMIC	TABLES FOR ANNUAL DINNER 7/29	950
HACH COMPANY	CHEMICALS	1,344.22
HAWKINS INC.	CHEMICALS	9,530.30
COENEN HEATH	SAFETY HEATH COENEN	564.2
HILLYARD	PAPER PRODUCTS/GCC	972.15
HOOPLA	MATERIALS - LIBRARY	910.98
HOTSY CLEANING SYSTEMS, I	HOSE END & ASSEMBLY	253.36
IMWCA	WORK COMP PREMIUM FY22 PARTIAL	30,749.00
IOWA DIVISION LABOR SERV	ANNUAL INSPECTION OF ELEVATOR	165
INTERSTATE BATTERY	SIGN TRUCK BATTERY	147.67
IOWA DEPT OF REVENUE	JUNE 2021 WET/SALES TAX	27,651.00
IOWA LEAGUE OF CITIES	DUES 7/1/21 - 6/30/20	4,394.00
IOWA ONE CALL	LOCATES	664.2
IOWA FIRE EQUIPMENT CO.	MONITORING JUNE-SEPTEMBER	140
IOWA STORMWATER EDUCATION	EDUCATION PROGRAM MEMBERSHIP	3,670.00
WEAVER JOHN A	HBI FALL 20 & SPRING 21	1,000.00
KLEENER IMAGE, INC.	MULCH	475
KLINE ELECTRIC INC	WIRING FOR NEW FUEL SYSTEM	6,718.23
LEAF	JUNE COPIER LEASE DS	285.25
LIBERTY READY MIX	ST MAINTENANCE	6,198.00
LOGAN CONTRACTORS SUPPLY	STREET MAINT	494.61
LOGOED APPAREL & PROMOTION	SUMMER ADVENTURE PROGRAM SHIRT	1,307.95
MEDIACOM	INTERNET CH	535.31
METRO WASTE AUTHORITY	JULY GARBAGE/APR/MAY/JUNE RECYCLE	78,876.25
PRIES MATT	YOUTH RUNNING CAMP	1,692.00
MIDAMERICAN ENERGY	POWER	39,420.93
MTI DISTRIBUTING INC.	GARDEN SUPPLIES	58.89
MUNICIPAL SUPPLY, INC.	METERS & MXUS	8,982.88
O'REILLY AUTO PARTS	STREET TRUCK REPAIR	167.28
OCLC, INC	MARC RCRDS 7/21-6/22 LIBRARY	2,010.35
OFFICE DEPOT LIBRARY	PROGRAMMING SUPPLIES - LIBRARY	293.75
OFFICE DEPOT CITY HALL	CLEANING SUPPLIES	114.4
TRUE VALUE	STATION ITEMS	111.01
GRIMES TIRE & AUTO	TIRES	293.88

PETERSON PEST & TERMITE	PEST CONTROL - LIBRARY	35
PITNEY BOWES, INC.	POSTAGE MACH LSE 4/30-7/29/21	238.41
ARSL	CAIL ARSL MMBRSH - LIBRARY	49
POLK COUNTY TREASURER	JUNE LAW ENFORCEMENT 6/2021	114,323.00
RACOM CORPORATION	RADIO ACCESS	709.78
SECRETARY OF STATE NOTARY	NOTARY PUBLIC PFALTZGRAFF	90
SPRAYER SPECIALTIES	4 HOSE COUPLERS"	259.24
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,698.08
THORPE WATER DEVELOPMENT	SHUT OFF SE GLENSTONE	100
TOTAL QUALITY	JULY BILL MOWING	6,562.71
UNITED CONTRACTORS, INC	BACKFILL	90.84
UNITED RENTALS	COOLER/WATER PLANT	2,595.00
UNITED SEEDS, INC.	SEED MIXTURE FOR PARKS	337.5
US WATER	Monthly bill	72,062.05
CINTAS CORPORATION - #762	RUGS & SERVICE	78.01
USA BLUE BOOK	WW CHEMICALS	1,898.67
USIC LOCATING SERVICES	LOCATES	22,493.78
VEENSTRA AND KIMM, INC.	WRA CONNECTOR	30,441.34
VAN METER INC.	FUSES - WATER	376.67
VAN WALL EQUIPMENT	MOWER PARTS	223.59
WEST SIDE MECHANICS	REPAIR E371	1,346.38
WESTECH	SERVICE/INSTALL CHAIN/SPROCKET	6,622.00
WILSON BROS. PEST CONTROL	MOSQUITO	1,400.00
WILLIAMS SCOTSMAN, INC	MOBILE OFFICE	369
ELM USA	DISC BUFFER - LIBRARY	25
FINDAWAY WORLD LLC	MATERIALS - LIBRARY	982.38
GALLS, LLC - DBA CARPENTE	CLASS A UNIFORM HOULIHAN	658.93
IOWA DEPT. NAT. RESOURCES	ANNUAL WTR SUPPLY FEE FY22	1,301.74
EFTPS	FED/FICA TAX	49,942.10
KANOPY INC	MATERIALS - LIBRARY	26
CSG FORTE PAYMENTS, INC	CC FEES	3,590.01
PFM FINANCIAL ADVISORS LC	2021A/B BONDS FA FEE	31,051.42
HR GREEN	PAVEMENT MNGMT STUDY	2,177.00
BEELINE + BLUE	TX-3000 PAPER SENSOR UNIT	211.53
DES MOINES ASPHALT & PAVE	STREET MAINT	133.25
UMB BANK, N.A.	BOND/LOAN FEES	600
MENARDS GRIMES	N COMPLEX SUPPLIES	891.87
MI-FIBER, LLC	INTERNET GCC	424.6
BOLTON AND MENK INC	HWY 44 & SW CO LN RD INTERSECT	28,888.00
POMP'S TIRE SERVICE, IND	REPLACE TIRE ON L375	624.98
FIRST NET	PHONE SERVICE	97.05
SHANK CONSTRUCTORS INC	RO WATER TREATMENT PLANT	222,000.18
VOYA	DEFER COMP PRE	1,606.00
FOTH INFRASTRUCTURE & ENV	JAMES ST CORRIDOR STUDY	14,960.00
TENNAL, MIKLANNET	TENNIS - 2 SESSIONS - 24 KIDS	576
JETSURGE OF IOWA	JET OUT DRAIN	475
AIG	DEFER COMP PRE	432.5
HORACE MANN	DEFER COMP ROTH	175
MASSMUTUAL	DEFER COMP ROTH	500
CHRISTENSEN DEVELOP 1 LLC	CONSULTING/LIB BLDG - LIBRARY	10,000.00
NOBLE, MEGAN	PROGRAM REFUND	40
NILLES ASSOCIATES	KENNYBRK SO DETENTION BASIN IM	26,202.50
MSA PROFESSIONAL SERVICES	N SP CMPLX PARKING LOT IMPROVE	29,884.00
RISIUS, ASHLEY	PROGRAM REFUND	20
LIFETIME ATHLETIC	TENNIS-2 SESSIONS-34 KIDS	1,056.00
MICROMARKETING LLC	MATERIALS - LIBRARY	63.75
ANKENY SANITATION	GARBAGE/RECYCLE	2,399.41
ZOOM VIDEO COMMUNICATION	OVERAGE FEE	5
NORTHERN TOOL & EQUIPMENT	WATER PUMP PARTS	137.4
REG MKTG & LOGISTIC GROUP	FUEL	3,538.17
EBS	EMPLOYEE INSURANCE	3,057.34
PALLWITZ CHRISTOPHER	CASH BOND REFUND	200

MILLER JOE	FACILITY REFUNDABLE DEPOSIT	75
BASSETT KATHY	FACILITY REFUNDABLE DEPOSIT	100
KOPPISETTY SNDHEER	FACILITY REFUNDABLE DEPOSIT	100
MCDONALD HEATHER	FACILITY REFUNDABLE DEPOSIT	75
FATLAND JAMIE	FACILITY REFUNDABLE DEPOSIT	100
SCHWARZENBACH ROB	FACILITY REFUNDABLE DEPOSIT	300
HEGGEN JESSICA	PROGRAM REFUND	25
COTTINGTON MALINA	PROGRAM REFUND	140
VAIS SARA	PROGRAM REFUND	35
VICTORY MOUNDS	S COMPLEX - WHITE CHALK 50 LBS	510
ROTARY CLUB OF WEST POLK	QUARTERLY MEMBERSHIP DUES	75
RACCOON VALLEY RADIO	PROMOTIONS - LIBRARY	117
THORPE CONTRACTING LLC	HYDRANT LEAK REPAIR	1,800.00
RULLMAN ANNETTE	PROGRAM REFUND	140
SDS BINDER WORKS	UPGRADE PW COMPLIANCE STORAGE	2,247.00
GRIESS & GINDER DRYWALL	DRYWALL PROJECT GCC	1,000.00
DEPOSIT REFUNDS	REFUND DATE 07/08/2021	5,568.21
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>138,938.44</u>
	CLAIMS TOTAL	1,415,696.33
	GENERAL FUND	347,485.89
	LIBRARY FUND FUND	24,875.55
	ROAD USE TAX FUND	33,280.65
	EMPLOYEE BENEFITS FUND	29,310.00
	RESTRICTED GIFTS FUND	13.18
	CP - PARKS FUND	21,351.42
	KENNYBROOK PK WQI IMPRV FUND	26,202.50
	CP-Water Plant Exp 2019 FUND	222,000.18
	WRA SANI SEWER CONNECTION FUND	19,548.00
	NW TERRITORY LIFT STATION FUND	10,893.34
	HWY44 & COUNTY LN RD 2020 FUND	303,766.92
	HWY 44 STUDY FUND	7,035.00
	JAMES ST CORRIDOR STUDY FUND	7,670.00
	PAVEMENT COND ANALYSIS FUND	2,177.00
	N SPORTS COMPLEX PARKING FUND	16,230.00
	SE 6TH & S JAMES INTERSEC FUND	7,290.00
	GRIMES LIBRARY BLDG FUND FUND	20,300.00
	TRL RDG/BEAV/JACOB WTR MN FUND	13,654.00
	WATER FUND	131,797.53
	WATER DEPOSITS FUND	5,497.98
	SEWER FUND	72,667.81
	LANDFILL/GARBAGE FUND	81,138.44
	STORM WATER FUND	<u>11,510.94</u>
		1,415,696.33

Boards & Commissions



Application Form

Name:	DENISE BICKFORD		
Address:	314 NW BEAVERBROOKE BLVD		
City/State/Zip:	GRIMES, IA 50111		
Email:	bickfordd2000@gmail.com		
Home Phone:	515-986-0648	Cell Phone:	563-320-9393
Work Phone:	4/A		

Demographic Information: *The City of Grimes desires to have diverse representation on the City's boards and commissions to reflect the age, race/ethnicity and gender of the Grimes community. The City acknowledges the requirements of Iowa Code 69.16A to achieve gender balance on the City's boards and commissions that are created by state law. The City also desires to go beyond state requirements and achieve gender balance on all City boards and commissions, regardless of whether the board/commission is created by Iowa Code or City Code.*

Please indicate the boards and/or commissions that interest you by checking the appropriate boxes below. Appointments are generally made at the first Council meeting in January of each year; however, vacancies often occur throughout the year. After your application has been reviewed, you may be contacted by a City representative to discuss your interest in volunteering.

- ☒ **Board of Adjustment:** Meets as needed to consider requests for variances and use permits, or to hear appeals of interpretation of the Zoning Ordinance. The Board of Adjustment is staffed by the Development Services Department.
- ☒ **Building Code Appeals Board:** Meets as needed to consider requests for variances or to hear appeals of interpretation of the Building and Fire Codes. The Board of Adjustment is staffed by the Development Services Department.
- ☐ **Library Board:** Meets once a month to advise the City Council on Library issues. The Board of Adjustment is staffed by the Library Department.
- ☐ **Parks and Recreation Board:** Meets once a month to advise Council and develop park plans, programs and budget. The Board of Adjustment is staffed by the Parks and Recreation Department.
- ☐ **Planning and Zoning:** Meets regularly each month to review and make recommendations to the Council concerning zoning, site plans and plat development. The Board of Adjustment is staffed by the Development Services Department.
- ☐ **Public Health and Safety:** Meets once a month to promote the health and safety needs of the community. The Board of Adjustment is staffed by the Public Works Department.
- ☐ **Tree Board:** Meets once a month Advisory Board to the City Council promote the growth and development of tree programs. The Board of Adjustment is staffed by the Parks and Recreation Department.

Please submit this form along with your resume or bio to:

Grimes City Hall, 101 NE Harvey Street, Grimes IA 50111

or electronically to: Rwilliams@grimesiowa.gov

DENISE BICKFORD

314 NW Beaverbrooke Blvd, Grimes, IA 50111 · 515-986 0648, 563-320-9393

bickfordd2000@gmail.com

I was born and raised in the Chicago area. I attended the University of Illinois, and continued my education at St. Xavier University.

I was employed at The Personnel Laboratory, Stamford CT, where I administered psychological tests to prospective employees of various companies.

I managed a UPS store and a candy outlet store for Trolli Candy.

In the banking sector, I was a bookkeeper, personal banker, senior trip organizer, children's banker, and marketing director.

My husband and I moved to Grimes after retirement. We wanted to be close to the grandchildren.

Since I've been in Grimes, I have joined the Chamber of commerce and have become an ambassador. I was selected Ambassador of the year for 2020. I was instrumental in getting LOSST passed in 2019. I was honored by Cityview Magazine as one of the 19 business people in 2019 who made a difference in Central Iowa. I am currently president of the Grimes Public Library Friends Foundation. I am a volunteer scheduler, driver, and DME coordinator for Grimes Volunteer Support Services. I am also on the board of directors for GVSS. I am an advocate for the Alzheimer's Association and for the American Diabetes Association.

I truly love living in Grimes, and like to be of service to the community.

Thank you for your consideration,

A handwritten signature in black ink that reads "Denise Bickford". The signature is written in a cursive style with a large, stylized "D" and "B".

Denise Bickford



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

Second Consideration – Ordinance 749 – James Place Rezone

SYNOPSIS:

The applicant is requesting approval of a rezoning from A-1 to Planned Unit Development (PUD) which will allow for the construction of a commercial and residential development. The development is located at the southwest corner of SW 19th Street and South James Street and is approximately 35 acres in total. The Development Agreement has outlined architecture standards that are consistent with the overlay standards so the development will be compatible to future development in the area. Unless otherwise mentioned in the Development Agreement, the James Place PUD will follow the Transportation Mixed Use Development Corridor District Overlay standards.

The PUD will provide some flexibility in the density and size of the desired land use types. The concept plan provides the general acreage and layout for each land use type. The commercial/mixed use area will generally be located at the corner of SW 19th Street and S. James and will transition to high-density and medium density moving west.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved First Consideration – 06/22/2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 06/01/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Rezone for James Place, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: May 27, 2021
RE: James Place – Rezoning

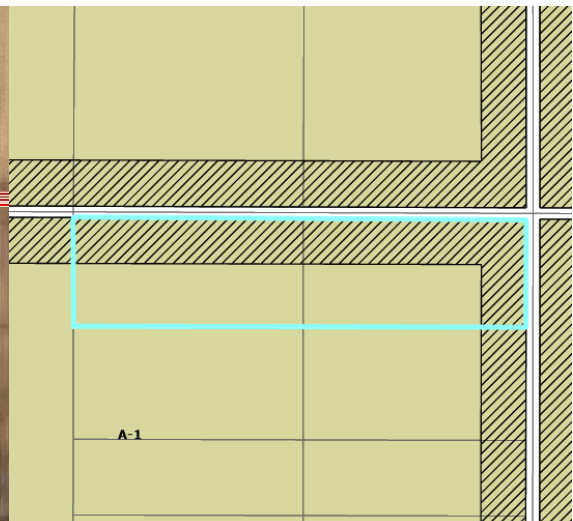
GENERAL INFORMATION:

Applicant:	Horizon Advisors LC.
Requested Action	Rezoning
Location	SW 19 th St and S James St

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial/Business Park	A-1
North	Vacant	Commercial/Park	A-1
South	Vacant	Commercial/Business Park	A-1
East	Vacant	Commercial	A-1
West	Vacant	Commercial/ Business Park	A-1

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to Planned Unit Development (PUD) which will allow for the construction of a commercial and residential development. The development is located at the southwest corner of SW 19th Street and South James Street and is approximately 35 acres in total. The Development Agreement has outlined architecture standards that are consistent with the overlay standards so the development will be compatible to future development in the area. Unless otherwise mentioned in the Development Agreement, the James Place PUD will follow the Transportation Mixed Use Development Corridor District Overlay standards.

The PUD will provide some flexibility in the density and size of the desired land use types. The concept plan provides the general acreage and layout for each land use type. The commercial/mixed use area will generally be located at the corner of SW 19th Street and S. James and will transition to high-density and medium density moving west.

ANALYSIS:

Medium-Density Residential: Areas designated as Medium-Density Residential are intended for attached or detached dwelling units and senior living facilities.

Development Standards:**Setbacks:**

Front – 30'

Rear – 20'

Side – 10'

Building Separation – 20'

Maximum Building Height: 35 Feet – 3 Stories

Minimum Dwelling Size: 900 square feet finished area

Minimum Garage Size: 2 Car Attached

Building Materials: Minimum 10% brick/stone/masonry. Minimum 50%

brick/stone/masonry for units oriented towards S. James St

Open Space: Minimum 20%

High-Density Residential: Areas designated as High-Density Residential are intended for multi-family dwelling units and senior living facilities.

Development Standards:

Setbacks:

Front – 30'

Rear – 20'

Side – 20'

Building Separation – 20'

Maximum Building Height: 60 Feet – 4 Stories

Minimum Dwelling Size: 500 square feet

Building Materials: Minimum 60% brick/stone/masonry

Open Space: Minimum 20%

Commercial/Mixed-Use: The area designated as Commercial/Mixed-Use is intended to provide commercial and residential uses. The commercial/mixed-use area will allow uses permitted in the C-2 zoning district with the exception of a few uses. Vertical mixed-use development will also be permitted to allow multi-family units above commercial development.

Development Standards:

Open Space: Minimum 20%

Setbacks:

Front – 30'

Rear – 25'

Side (External) – 10'

Side (Internal) – 0'

Building Separation – 5'

Density: A maximum of 16 dwelling units per acre shall be permitted across the medium- and high-density areas (maximum 404 dwelling units). The density of the Commercial/Mixed Use area will be determined by the ability of the site plan to meet all zoning requirements (i.e. parking) therefore no density requirement is determined for this area.

Land Use: Some flexibility in acreage among the three land use areas will be permitted. However, a minimum of 12 acres of medium-density residential development is proposed and a minimum of 10 acres of commercial/mixed use development is proposed.

Landscaping: A minimum of 30 feet of buffering will be provided between the different land use types as a transition from medium-density to high-density to mixed-use/commercial. Landscaping and “street trees” will be provided along the edges of the development along South James and SW 19th Street.

ROW Dedication: Right-of-way dedication will be required as part of the PUD.

South James Street – 20'

SW 19th Street – 39'

Public Improvements: The required public improvements for this rezone are yet to be determined as we receive and evaluate information regarding the James Street Corridor Study. All required public improvements will be outlined in the Development Agreement and reflected on the rezoning concept.

Parkland Dedication: Approximately 3.26 acres of parkland dedication will be required. A fee in lieu of providing parkland onsite will be an acceptable option for the City of build parks in the area.

STAFF RECOMMENDATION:

Staff would recommend approval of the James Place 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

~~March 2, 2021~~

March 16, 2021

Civil Engineering Consultants, Inc.

Attn: Ed Arp

2400 86th Street, Unit 12

Des Moines, IA 50322

RE: S James & SE 19th Street (SW Corner)

Dear Mr. Arp:

The Development Services Department is in receipt of a proposed Rezoning for the SW corner of S James and SE 19th Street. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Submit signed application, petition, and consent from surrounding property owners.
Provide consent from surrounding property owners.~~
- ~~2. Submit \$1000 fee.~~
- ~~3. Provide a concept plan for the entire rezone area.~~
- ~~4. Is the PUD zoning only for the commercial portion of the site or the multi-family portion as well? Is the multi-family proposed to be straight zoning? Per our meeting 3/15/21, PUD zoning for the whole parcel will work. However, commercial will need to occur on the corner. A maximum density can be determined for the remainder of the site to provide flexibility for the residential units (i.e. high density multifamily on one portion and medium density townhomes on another portion).~~
- ~~5. Please explain why a PUD is requested.~~
- ~~6. Staff wants to see both medium and high density housing on the west 25 acres (townhomes and multi-family).~~
- ~~7. Provide an example of the residential elevations. Units along 19th St should be oriented toward the street.~~

- ~~8. This property is located within the Transportation Corridor Overlay. Buildings will need to meet the architectural standards within the overlay.~~
- ~~9. Provide narrative for multi-family and townhome details, ie: square footage, garages, 2-story or 1-story, etc.~~
10. List bulk regulations on the concept. **Bulk regulations should be updated to reflect any changes in the Development Agreement.**
- ~~11. Parkland dedication is required. See 159.07 of the Code of Ordinances for calculation requirements. The City can accept a fee in lieu of providing parkland onsite to build parks in the area.~~
- ~~12. Show landscaping along S James and 19th St.~~
- ~~13. Show 5' sidewalks along 19th St and S James.~~
- ~~14. The full access point off of S James should be at the south property line and shared between the property to the south.~~
15. The second full access point from S James St is planned to be a public street. Please add the road to the plan. **A public street is planned approximately 1200' from the James and 19th intersection. Please add the road to the concept plan.**
- ~~16. What type of storage is proposed in the commercial area? Staff is supportive of internally accessed personal storage within a building that looks like an office building similar to Rock Creek Storage Ankeny or Grey hawk in West Des Moines.~~
- ~~17. Provide a connection between the commercial and residential sites.~~

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:	March 8, 2021 (1 PDF of Rezoning Map and Concept Plan)
PLANNING & ZONING:	April 6, 2021 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	April 27, 2021 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

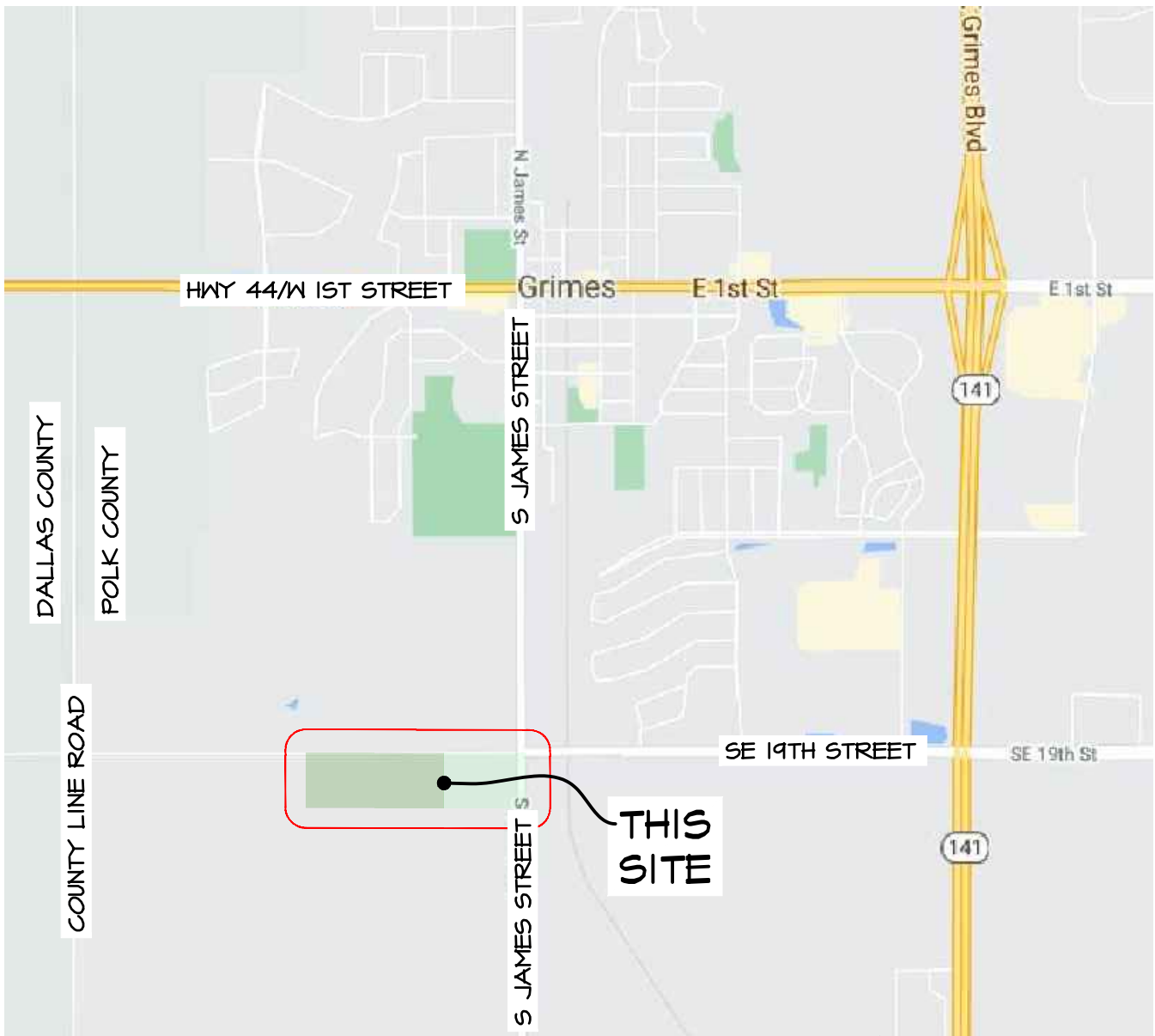
REZONING SKETCH

S. JAMES STREET & SW 19TH STREET

GRIMES, IOWA

GENERAL LEGEND	
PROPOSED	
	FLAT BOUNDARY
	SECTION LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	FLARED END SECTION
	TYPE SW-501 STORM INTAKE
	TYPE SW-502 STORM INTAKE
	TYPE SW-503 STORM INTAKE
	TYPE SW-504 STORM INTAKE
	TYPE SW-505 STORM INTAKE
	TYPE SW-506 STORM INTAKE
	TYPE SW-511 STORM INTAKE
	TYPE SW-512 STORM INTAKE
	TYPE SW-513 STORM INTAKE
	TYPE SW-401 STORM MANHOLE
	TYPE SW-402 STORM MANHOLE
	TYPE SW-403 STORM MANHOLE
	TYPE SW-301 SANITARY MANHOLE
	TYPE SW-302 SANITARY MANHOLE
	TYPE SW-304 SANITARY MANHOLE
	STORM/SANITARY CLEANOUT
	WATER VALVE
	FIRE HYDRANT ASSEMBLY
	BLOW-OFF HYDRANT
	DETECTABLE WARNING PANEL
	SANITARY SEWER WITH SIZE
	SANITARY SERVICE
	STORM SEWER WITH SIZE
	STORM SERVICE
	WATER SEWER WITH SIZE
	WATER SERVICE
	PROPOSED CONTOUR
	SILT FENCE
	RIP RAP
	ADDRESS
	B.S.L.
	PUBLIC UTILITY EASEMENT
	MINIMUM OPENING ELEVATION
	CRITICAL CROSSING
	CRITICAL CROSSING LOCATION

EXISTING	
	LOT LINE
	SANITARY/STORM MANHOLE
	WATER VALVE
	FIRE HYDRANT
	STORM SEWER SINGLE INTAKE
	STORM SEWER DOUBLE INTAKE
	STORM SEWER ROUND INTAKE
	FLARED END SECTION
	DECIDUOUS TREE
	CONIFEROUS TREE
	SHRUB
	POWER POLE
	STREET LIGHT
	GUY ANCHOR
	ELECTRIC TRANSFORMER
	GAS METER
	TELEPHONE RISER
	SIGN
	UNDERGROUND TELEVISION
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	SANITARY SEWER WITH SIZE
	STORM SEWER WITH SIZE
	WATER MAIN WITH SIZE
	EXISTING CONTOUR
	TREELINE
	TRAFFIC SIGNAL



VICINITY SKETCH



PROPERTY OWNER:
DIANE M BRITSON
III SNAKE DANCE DR
HARKER HEIGHTS, TX 76548-2019

PREPARED FOR:
HORIZON ADVISORS, LLC
CO: THE SIEDENBURG GROUP
ATTN: DOUG SIEDENBURG
1950 NW 138TH ST, #450
CLIVE, IA 50325
PHONE: 515-223-6222

PREPARED BY:
PREPARED BY:
EDWARD H. ARP, P.L.A. & A.S.L.A.
CIVIL ENGINEERING CONSULTANTS
2400 86TH STREET, UNIT 12
URBANDALE, IA 50322
PHONE: 515-276-4884 X213

PROFESSIONAL LAND SURVEYOR:
CIVIL ENGINEERING CONSULTANTS
ATTN: JEFFREY A. GADDIS, P.L.S. #18381
2400 86TH STREET, SUITE #12
URBANDALE, IA 50322
PHONE: 515-276-4884 EXT 221
EMAIL: GADDIS@CECLAC.COM

PROJECT MANAGER:
PREPARED BY:
EDWARD H. ARP, P.L.A. & A.S.L.A.
CIVIL ENGINEERING CONSULTANTS
2400 86TH STREET, UNIT 12
URBANDALE, IA 50322
PHONE: 515-276-4884 X213

LEGAL DESCRIPTION:
WARRANTY DEED: BOOK 15270, PAGE 944
THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER (N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-NINE (79) NORTH, TWENTY-FIVE (25) WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

LAND AREAS

NE $\frac{1}{4}$, NE $\frac{1}{4}$
20.23 ACRES GROSS
154 ACRES PUBLIC RIGHT-OF-WAY EASEMENT
18.64 ACRES NET

NW $\frac{1}{4}$, NE $\frac{1}{4}$
20.26 ACRES GROSS
101 ACRES PUBLIC RIGHT-OF-WAY EASEMENT
19.25 ACRES NET

ZONING:

EXISTING:	A6 AGRICULTURAL DISTRICT
PROPOSED:	R-3 MEDIUM DENSITY MULTIPLE FAMILY DWELLING DISTRICT
	R-3 HIGH DENSITY MULTIPLE FAMILY DWELLING DISTRICT
	PUD - PLANNED UNIT DEVELOPMENT

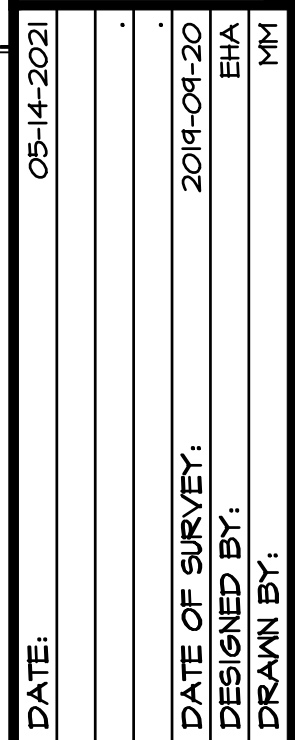
LAND USE

EXISTING:	AGRICULTURAL
FUTURE:	MULTI-FAMILY PUD

BULK ZONING REGULATIONS:

R-3 MEDIUM DENSITY MULTIPLE FAMILY DWELLING DISTRICT
FRONT SETBACK = 30'
REAR SETBACK = 30'
SIDE SETBACK 1 1/2 STORIES = 7'
2-3 STORIES = 15'
R-3 MEDIUM DENSITY MULTIPLE FAMILY DWELLING DISTRICT
FRONT SETBACK = 30'
REAR SETBACK = 30'
SIDE SETBACK 1 1/2 STORIES = 7'
2-3 STORIES = 15'

	Name of Property Owner	Legal Description	Mailing Address	Total Area of Property (SF)	Square footage within 250' of rezoning (SF)	% of Total square footage within 250' of rezoning	% Consenting	% Non-Consenting
1	DENNIS BRITSON	S 1/2 NE 1/4 NE 1/4 LESS .60A RD SEC 7-79-25	DENNIS BRITSON POB 349 DALLAS CENTER, IA 50063-0349	844,420	323,608	17.73%		
2	DENNIS BRITSON	S 1/2 NW 1/4 NE 1/4 SEC 7-79-25	DENNIS BRITSON POB 349 DALLAS CENTER, IA 50063-0349	871,200	333,842	18.24%		
3	LEMAR KOETHE	E 1/2 NW FRL 1/4 LESS 1A RD SEC 7-79-25	LEMAR KOETHE 6000 DOUGLAS AVE STE 210 DES MOINES, IA 50322-3313	3,441,240	206,249	11.30%		
4	EBH INC	S 1/2 SW FRL 1/4 LESS 3.387A RD SEC 6-79-25	CAPITAL AGRI PROP SERV 801 WARRENVILLE RD STE 150 LISLE, IL 60532-4328	3,514,987	44,151	2.64%		
5	EBH INC	W 1/2 SE 1/4 LESS 1A RD SEC 6-79-25	CAPITAL AGRI PROP SERV 801 WARRENVILLE RD STE 150 LISLE, IL 60532-4328	3,441,240	333,776	18.28%		
6	EBH INC	E1/2 SE1/4 LESS 3.39A RD SEC 6-79-25	CAPITAL AGRI PROP SERV 801 WARRENVILLE RD STE 150 LISLE, IL 60532-4328	3,337,131	323,656	17.73%		
7	MARK A PEITZMAN (TRUSTEE) & PHYLLIS R WISE REVOCABLE TRUST	EX PARCEL P BK 8219 PG 390 N 5A- & -EX PARCEL R BK 10693 PG 556 S 1A N 6A- SW 1/4 W OF RY LESS 2.29A RD SEC 5-79-25	30049 240TH ST DALLAS CENTER, IA 50063-8160	960,062	44,184	2.64%		
8	EBH INC	NW 1/4 LY6 SW OF RR ROW LESS RD SEC 8-79-25	CAPITAL AGRI PROP SERV 801 WARRENVILLE RD STE 150 LISLE, IL 60532-4328	1,840,654	205,838	11.28%		
		TOTALS		18,255,934	1,825,409	100.0%	0	0



SHEET
2
OF 3
A-2099

NORTH





NORTH

A black circle containing a white arrow pointing upwards, indicating North.

PETITION TO REZONE PROPERTY WITHIN THE CITY OF GRIMES, IOWA

I (We), the undersigned, Diane M. Britson, own property legally described as follows:

The North One-Half of the North One-Half of the Northeast Quarter (N1/2, N1/2, NE1/4) of Section Seven (7), Township Seventy-Nine (79) North, Range Twenty-Five (25) West of the 5th P.M., Polk County, Iowa.

The undersigned states, in writing that as property owner(s), are petitioning the City of Grimes, Iowa to rezone the property from A-1 Agricultural District to PUD Planned Unit Development.

The undersigned states that this petition can be received, filed, and made a part of any proceedings before the Planning and Zoning Commission and/or the City Council pertaining to the above request.

Dated this 26th day of February, 2021.

x 

Diane M. Britson

Printed Name



ORDINANCE #749

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.47 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR JAMES PLACE:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 40.4 acres legally described on Exhibit A (the "Property") from A-1 (Agriculture) 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 Horizon Advisors, LC. 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 2021 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

WARRANTY DEED: BOOK 15270, PAGE 944

THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER (N1/2 N1/2 NE1/4)
OF SECTION SEVEN (7), TOWNSHIP SEVENTY-NINE (79) NORTH, TWENTY-FIVE (25) WEST OF THE
5TH P.M, POLK COUNTY, IOWA.



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

Second Consideration - An Ordinance Amending Provisions of The Zoning Ordinance of The City of Grimes Specifically Striking Grimes Code of Ordinances Section 165.18 And Creating a New Section 165.18 Which Defines the Requirements for Signs

SYNOPSIS:

Staff has developed a draft amendment to the Sign regulations within the Zoning Ordinance. Over the past two years, a number of issues have come up related to our current sign ordinance. These issues include inconsistencies between districts, missing components, and unknown intents and purposes. Based upon our initial research, it also appears that our current ordinance is not consistent with our neighboring communities, nor has it addressed the issue of content neutrality.

Our goal with this re-write is to create flexible sign regulations that are comparable to other communities in the Des Moines Metro Area, while ensuring that the vision for our growing community is upheld.

Below is an outline of the proposed amendment. Note that this is a complete re-write, therefore a redline copy has not been provided. For your reference, the existing ordinances are provided.

Building Signs

- Reduce building sign area to ensure better aesthetics and reduce potential visual clutter.
- Base sign area on linear foot of building frontage rather than the square footage of the wall area. This allows for an easier calculation and quicker turnaround time.
- Differentiate square footage by building type and size.
- Create one building sign calculation for all non-residential uses rather than having different standards by zoning district.
- Require all signs to be channel letters, and prohibit panel signs.
- Governors District allows projecting signs and sandwich board signs.

Ground Mounted Signs



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

- Develop requirements that are based upon setback, height and square footage.
- Clarify requirements for sign surrounds.
- Create one ground sign calculation for all non-residential uses rather than having different standards by zoning district.
- Ground mounted sign regulations do not differ for properties located in the overlay districts.

Temporary Signs

- Limit square footage and frequency of temporary signs based on use (residential vs non-residential) rather than the type of speech (real estate signs, development signs, etc.).
- Each lot is permitted square footage for commercial speech and non-commercial speech.
- Additional square footage is permitted during certain circumstances.
- Temporary signs for residential uses do not require a permit.

Temporary Signs on City Property

- Limited to City property (Waterworks Park and South Sports Complex)
- Regulate who can put up signs, not the content of the signs
- Schools and school organizations can put up signs

Electronic Message Boards

- Permitted for a limited number of uses (schools, government uses, community centers, fuel stations)
- Limit the size, color, and frequency of message changes
- Only permitted as part of a ground mounted sign
- Electronic message boards for fuel stations are limited to a smaller area than other uses

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved First Consideration 06/22/2021

BOARD/COMMISSION ACTION(S):



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

Recommendation of Approval - Planning and Zoning Commission, 06/01/2021 with the condition that additional regulations be added regarding electronic message board signs relating to letter and background color.

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the second consideration of the Zoning Ordinance Amendment related to Signs.

Planning & Zoning Memo



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: June 1, 2021
RE: Sign Ordinance Amendment

INTRODUCTION:

Staff has developed a draft amendment to the Sign regulations within the Zoning Ordinance. Over the past two years, a number of issues have come up related to our current sign ordinance. These issues include inconsistencies between districts, missing components, and unknown intents and purposes. Based upon our initial research, it also appears that our current ordinance is not consistent with our neighboring communities, nor has it addressed the issue of content neutrality.

Our goal with this re-write is to create flexible sign regulations that are comparable to other communities in the Des Moines Metro Area, while ensuring that the vision for our growing community is upheld.

Below is an outline of the proposed amendment. Note that this is a complete re-write, therefore a redline copy has not been provided. For your reference, the existing ordinances are provided.

PROPOSED AMENDMENTS:

Building Signs

- Reduce building sign area to ensure better aesthetics and reduce potential visual clutter.
- Base sign area on linear foot of building frontage rather than the square footage of the wall area. This allows for an easier calculation and quicker turnaround time.
- Differentiate square footage by building type and size.
- Create one building sign calculation for all non-residential uses rather than having different standards by zoning district.
- Require all signs to be channel letters, and prohibit panel signs.
- Governors District allows projecting signs and sandwich board signs.

Ground Mounted Signs

- Develop requirements that are based upon setback, height and square footage.
- Clarify requirements for sign surrounds.

- Create one ground sign calculation for all non-residential uses rather than having different standards by zoning district.
- Ground mounted sign regulations do not differ for properties located in the overlay districts.

Temporary Signs

- Limit square footage and frequency of temporary signs based on use (residential vs non-residential) rather than the type of speech (real estate signs, development signs, etc.).
- Each lot is permitted square footage for commercial speech and non-commercial speech.
- Additional square footage is permitted during certain circumstances
- Temporary signs for residential uses do not require a permit.

Temporary Signs in the Right-of-Way

- Limited to a few areas in the City
- Regulate who can put up signs, not the content of the signs
- Schools, community organizations and non-profits

Electronic Message Boards

- Permitted for a limited number of uses (schools, government uses, fuel stations)
- Limit the size and frequency of message changes
- Only permitted as part of a ground mounted sign
- Electronic message boards for fuel stations are limited to a smaller area than other uses

CITY OF GRIMES

Evann Martin
Assistant Planner

ORDINANCE _____

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES SECTION 165 TO SPECIFY NEW SIGN REQUIREMENTS

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

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Sections 165.03, 165.18, 165A.26 and 165B.18 which define the requirements for signs.

SECTION 2. 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 3. Amendment. The Grimes Code of Ordinance is amended by striking the existing Section 165.18 of the Grimes Code of Ordinance and replacing with the exhibit below.

See attached Exhibit B

SECTION 4. Amendment. The Grimes Code of Ordinance is amended by replacing the Grimes Code of Ordinance Section 165A.26 with the following section below.

165A.26 SIGNS. The general sign regulations in Section 165.18 of the Grimes Zoning Ordinance shall apply.

SECTION 5. Amendment. The Grimes Code of Ordinance is amended by updating the Grimes Code of Ordinance Section 165B.18 to the following section below.

165B.18 SIGNS. The general sign regulations in Section 165.18 of the Grimes Zoning Ordinance shall apply.

SECTION 6. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 7. 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 8: 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 _____, 2021.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

EXHIBIT A

165.03 Definitions

Definitions Deleted

~~"Billboard" means all structures, regardless of the material used in the construction of the same, that are erected, maintained or used for public display of posters, painted signs, wall signs, whether the structure is placed on the wall or painted on the wall itself, pictures or other pictorial reading matter which advertise a business or attraction which is not carried on or manufactured in or upon the premises upon which said signs or billboards are located.~~

~~"Sign" means any device designed to inform or attract the attention - of persons not on the premises on which the sign is located; provided, however, the following are not included in the application of the regulations herein:~~

~~A. Signs not exceeding one (1) square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations;~~

~~B. Flags and insignia of any government except when displayed in connection with commercial promotion;~~

~~C. Legal notices; identification, informational or directional signs erected or required by governmental bodies;~~

~~D. Integral, decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights.~~

~~E. Signs directing and guiding traffic and parking on private property, and bearing no advertising matter; not exceeding two (2) square feet in area.~~

~~"Sign area" means the entire area within a regular geometric form or combinations of regular geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not bearing advertising matter are not included in computation of the surface area, except where such frames and structural members are used as an integral primary or subsidiary portion of the graphic, literal, or numerical display, such as forming a~~

~~picture frame to facilitate continuity or providing contrasts to emphasize the intended purpose of the sign~~

~~"Sign, exterior" means a sign which directs attention to a business, profession, service, product or activity sold or offered upon the premises where such sign is located. An exterior sign may be a sign attached flat against a building or structure, or projecting out from a building or structure or erected upon the roof of a building or structure. An exterior sign may include any of the following:~~

~~A. Fascia sign: a single faced building or wall sign which is directly attached to and parallel to its supporting wall.~~

~~B. Projecting sign: a double-faced building or wall sign projecting at right angles to its supporting wall.~~

~~C. Marquee sign: a sign attached to and contained within the perimeter of the face or valance of a marquee.~~

~~D. Roof sign: a sign attached upon or above a roof of parapet of a building.~~

~~"Sign, free standing or post" means any sign erected or affixed in a rigid manner to one or more poles, posts or the ground, and which carries any advertisement strictly incidental and subordinate to a lawful use of the premises on which it is located, including signs, or sign devices indicating the business transacted services rendered or goods sold or produced on the premises by an occupant thereof. A free standing or post sign may also include the following:~~

~~A. Directory sign: a sign containing the name of a building, complex or center and two or more identification signs or panels of the same size, color and general design, limited to one identification sign per occupant.~~

~~B. Monument sign: a structure, built on grade, that forms an integral part of the sign or its background.~~

~~"Sign, institutional bulletin board" means an on-premises sign containing a surface area upon which is displayed the name of a religious institution, school, library, community center or similar institution and the announcement of its services or activities.~~

~~"Sign, temporary" means any sign not permanently attached to the ground, wall or building, and intended to be displayed for a short and limited period of time.~~

Definitions Added

HOME OCCUPATION: An occupation or business operated within a dwelling unit, is incidental and subordinate to the use as a dwelling unit, and that is operated in compliance with the regulations set forth in the Grimes Zoning Ordinance.

OBSCENITY: Speech is defined as obscene if the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest, if the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law, if the work, taken as whole, lacks serious literary, artistic, political, or scientific value.

SIGN: Any words, lettering, figures, numerals, emblems, symbols, logos, graphics, devices, trademarks, trade names, or any other figure of similar character, or any combination thereof, by which anything is made known and which is designed to attract attention or convey a message.

SIGN, A-FRAME: A temporary sign, constructed of wood, cardboard, plastic, or other lightweight and rigid material having the capability to stand on its own supports and being portable. This definition shall include T-Frame signs and sandwich board signs.

SIGN AREA: The area of a sign as determined by the Zoning Administrator in accordance with section 165.18.7 of this title.

SIGN, AWNING: A nonilluminated sign that is either attached to, affixed to, or painted on an awning or canopy.

SIGN, BAG: A temporary cover made of a cloth or canvas material, used to alter the message of an obsolete sign until such time as it is replaced with a new sign.

SIGN, BANNER: A temporary sign composed of lightweight material either enclosed in a rigid frame or not enclosed, secured or mounted to a structure or post on two (2) or more edges. A national, State or Municipal flag, or the official flag of any institution or business is not considered a banner.

SIGN, BILLBOARD: An off-premises sign, displayed out of doors or visible from a public way.

SIGN, BUILDING MOUNTED: Any sign attached to or erected against the wall of a building, with the exposed face of the sign in a plane parallel with a plane of said wall.

SIGN, CAPSULE: A sign fabricated from metal, aluminum or some other material with a face constructed out of a panel product.

SIGN, CITY FACILITY: A sign erected and maintained by or on behalf of the City for the purpose of advancing the City's goals and vision established within the Grimes Strategic Plan, Grimes Comprehensive Plan, and Grimes Parks and Trails Plan.

SIGN, COMMERCIAL: A temporary or permanent sign which contains any message, statement or expression related to commercial interests.

SIGN, OBSOLETE: Any sign face remaining in place for a period of thirty (30) days or more which no longer advertises an activity, business, product, or service available.

SIGN, DETACHED RIGID: A temporary sign, typically constructed out of a stiff or non-flexible material and mounted to poles/posts or a similar style support structure.

SIGN, DIRECTIONAL: A sign, other than warning and regulatory signs, which is located on private property for the purposes of directing traffic through the site or development. Examples of these signs include and are similar to enter and exit signs and drive-thru signs.

SIGN, ELECTRONIC CHANGEABLE COPY: The graphical content, in letter or numerical form, of an electronic message board sign, which can be changed or altered automatically through electrical or electronic means.

SIGN, ELECTRONIC MESSAGE BOARD: A sign with an electronic changeable copy.

SIGN FACE OR SURFACE: The copy area, background area, and the peripheral encasement, structural elements, or trim, which forms the outer perimeter of the sign.

SIGN, GROUND MOUNTED: A ground sign that does not have any exposed pole or pylon, and is attached to a single columnar base. Ground mounted signs shall be constructed with materials chosen for their consistency with the principal building, as well as their durability and strength, in addition to the aesthetic values. Ground mounted signs are only permitted for non-residential uses.

SIGN, GROUND MOUNTED SIGN STRUCTURE: A ground mounted sign together with its base and surround.

SIGN HEIGHT: The vertical distance from the average finished road grade at the sign location to the highest point of the sign.

SIGN, MANUAL CHANGEABLE COPY: The graphical content, in letter or numerical form, of a sign, which can be changed or altered by manual placement of letters or symbols.

SIGN, NON-COMMERCIAL: A temporary or permanent sign which contains no message, statement or expression related to commercial interests.

SIGN, NONCONFORMING: A sign that does not conform to the regulations provided herein.

SIGN, NUMBER OF: For the purpose of determining the number of signs, a sign is considered to be a single display surface or displaying device containing elements organized, related and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements, each element is considered a single sign.

SIGN, OFF-PREMISE: Any sign advertising any products, accommodations, services or activities not provided on the premises in which the sign is placed.

SIGN, BUILDING PANEL: A sign consisting of a frame which may be covered by a translucent material, which may be internally illuminated. The placement of individual letters at least one inch (1") in depth on a metal, stone, or Dryvit surface is not considered a panel sign.

SIGN, PERSON: Any form of signage that may be accomplished through gestures, signals, costumes, or carrying of "signs, temporary" (as defined in this section) by persons affiliated with a business to advertise, promote or draw attention to such business.

SIGN, POLE: A sign which is erected upon one or more posts or pylons directly in or upon the ground and not attached to, or braced by, any other structure.

SIGN, POLITICAL: A temporary sign erected for the purpose of soliciting votes or support for or in opposition to any candidate or any political party under whose designation any candidate is seeking nomination or election or any public question on the ballot in an election held under the laws of the State of Iowa.

SIGN, PORTABLE: Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, the following: signs designed to be transported by the means of wheels, trailers or chassis, whether or not the wheels are presently attached; signs constructed as or converted to A- or T-frames; menu and sandwich board signs; balloons or other hot air or gas filled figures; and signs attached to or painted on vehicles parked and visible from the public right-of-way and not being used in the normal day to day operations of the business excluding storage.

SIGN, PROJECTING: A sign attached to and projecting generally at right angles from a building wall or other structure.

SIGN, ROOF: A sign erected on or above the roof of a building.

SIGN, SERVICE: A sign identifying parking and handicapped parking, restrooms, public telephone facilities, first aid stations, fallout shelters and other similar public service facilities.

SIGN, SUBDIVISION: A sign identifying the name of a residential or commercial complex, subdivision, or neighborhood development included on a landscape feature including planter beds, fountains, decorative walls or fences.

SIGN, TEMPORARY: Any residential or non-residential sign, not permanently attached to a building, post, or ground, including, but not limited to, banners, sandwich boards, sign persons, balloons, streamers, and air-filled figures, not to be continued after the expiration of the allowed time period.

SIGN, TEMPORARY RESIDENTIAL USE: Any sign placed on a property that is residential in nature. For the purposes of these signs, multi-family uses shall not be considered residential uses.

SIGN, TEMPORARY NON-RESIDENTIAL USE: Any temporary sign placed on a property that is not residential in nature. For the purposes of these signs, multi-family uses are considered non-residential uses.

SIGN, TRAFFIC CONTROL: A public or private sign, permanently installed to warn, regulate, and control vehicles, pedestrians and bicyclists. Examples of these signs include and are similar to stop signs, no parking signs, and speed limit signs.

SIGN, VEHICLE: Any sign, logo, or advertisement placed, painted, attached, or displayed on a vehicle advertising a company, store or service and displayed in a manner to attract attention from off premises. Logoed vehicles parked in approved parking spaces shall not be considered vehicle signs.

SIGN, VIDEO MESSAGE BOARD: An electronic sign or screen displaying videos, animations, or similar moving graphics.

SIGN, YARD: A small temporary sign, typically constructed out of corrugated plastic, or similar light weight material.

EXHIBIT B

165.18 SIGNS

1. TITLE

This chapter, providing for the administration and enforcement of sign regulations, shall be known and may be cited and referred to as the *SIGN ORDINANCE OF THE CITY OF GRIMES, IOWA*.

2. PURPOSE AND SCOPE

The purpose of this chapter is to protect the health, safety, and general welfare of the citizens, to maintain and enhance the visual environment of the city, improvement of pedestrian and traffic safety, and the minimization of possible adverse effects on public and private property. The provisions of this chapter are intended to permit signs that will not, by reason of their size, location, construction or manner of display, endanger life and limb, confuse or mislead traffic, obstruct vision necessary for traffic safety, or otherwise endanger the public, health, safety, and welfare; and further, to regulate such permitted signs in a way to promote development that is not detrimental to the property values and aesthetics of the City. No sign shall be erected or maintained in the City's jurisdiction, except those specifically allowed by this chapter. All signs as permitted by the applicable zoning district regulations in all zoning districts in the city shall comply with the regulations of this chapter.

3. JURISDICTION

The lawful use of signs 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 signs permitted before the adoption of these regulations, such signs shall be classified as "permitted nonconforming" structures. 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 sign, except as herein specified, be erected, substantially improved, converted, enlarged, or otherwise altered without conforming to the provisions of this chapter. Violation of the sign regulations set forth in this chapter shall be deemed a violation of this Code of Ordinances and punishable under Section 165.46 of the Grimes Code of Ordinances.

4. APPLICABILITY

In all districts, in connection with every industrial, commercial, business, recreational, or dwelling use, and all other uses, signage shall be provided in accordance with all of the following regulations except as elsewhere provided herein.

5. PROHIBITED SIGNS AND CONDITIONS

A. The following signs shall not be permitted, erected, or maintained on any property within the City:

1. Banners, pennants, spinners, streamers, ribbons, balloons, inflatables, posters, flags or other similar moving devices, except as permitted elsewhere in this chapter.
2. Billboards.
3. Neon lights or signs, not intended to add to the overall architectural theme of the site, except as permitted elsewhere in this chapter.
4. Building panel signs.
5. Hazardous signs, any sign or sign structure which is structurally unsafe, is not kept in good repair, or is capable of causing electrical shock to persons likely to come in contact.
6. Signs which incorporate in any manner any flashing or moving lights, except as permitted elsewhere in this chapter.
7. Signs which include visible moving parts, changeable copy or description by electrical or nonelectrical means, or by action of wind currents; except as permitted in this chapter.
8. Pole signs.
9. Portable or temporary signs, except as permitted elsewhere in this chapter.
10. Any sign unlawfully installed, erected, or maintained in violation of this chapter.
11. Any sign displaying any obscene, indecent or immoral matter, as defined by this chapter.
12. Roof signs.
13. Any vehicle sign parked in such a way to draw attention of people from a public place or street. This shall not include vehicles parked within an approved parking space per the approved site plan.
14. Ground mounted signs in any residential land use, except as permitted elsewhere in this chapter.

15. Building mounted signs in any residential land use, except as permitted elsewhere in this chapter.
16. Manual changeable copy signs.
17. Video message boards.
18. Painted wall signs.
19. Obsolete signs.
20. Projecting Signs, except as permitted elsewhere in this chapter.
21. Off-premise signs on property without a principal use, except during periods of time when a property is for sale and except as permitted elsewhere in this chapter.
22. Any signs, except permitted nonconforming signs, not specifically permitted within this chapter. Any other form of sign not specifically mentioned within this chapter.

6. DESIGN STANDARDS

A. SIGN FACE EXTENSION. No sign face shall extend horizontally beyond the supporting structure a distance greater than twelve (12) inches.

B. ELECTRIC SIGNS.

1. All electric signs shall be manufactured to meet UL specifications and shall require an electrical permit.
2. Electric signs shall be watertight, with service holes to provide access to each compartment with fitted waterproof covers.
3. Any electrical equipment or apparatus of a sign which causes interference with radio or television reception shall not be allowed.

C. WIND PRESSURE AND DEAD LOAD REQUIREMENTS. All signs and sign structures shall be designed and constructed to withstand a wind pressure as regulated by the building code of the City, and shall be constructed to receive dead loads as required in the building code and/or other ordinances of the City. Temporary signs shall be excluded from wind and dead load requirements as required above.

D. CLEARANCE FROM ELECTRICAL LINES. A clearance of not less than eight (8) feet horizontally and twelve (12) feet vertically shall be maintained between any sign and any overhead electrical transmission line.

E. NUMBER OF FACES. No sign shall have more than two (2) faces. Sign faces shall be parallel, unless determined to be consistent with the architectural character of the building, and approved by the Zoning Administrator.

F. LIGHTING OF SIGNS. Signs, if illuminated, must be lit by internal fixtures unless determined to be consistent with the architectural character of the building, and is approved by the Zoning Administrator. A constant level of light must be maintained, provided that this shall not be construed to prohibit use of an automatic dimmer to reduce garish effects at night. Lighting shall not flash or move. Sign lighting shall be consistent with the standards set forth elsewhere in the zoning regulations.

G. EMISSIONS PROHIBITED. No sign shall emit audible sound, noticeable odor, smoke, or other visible matter.

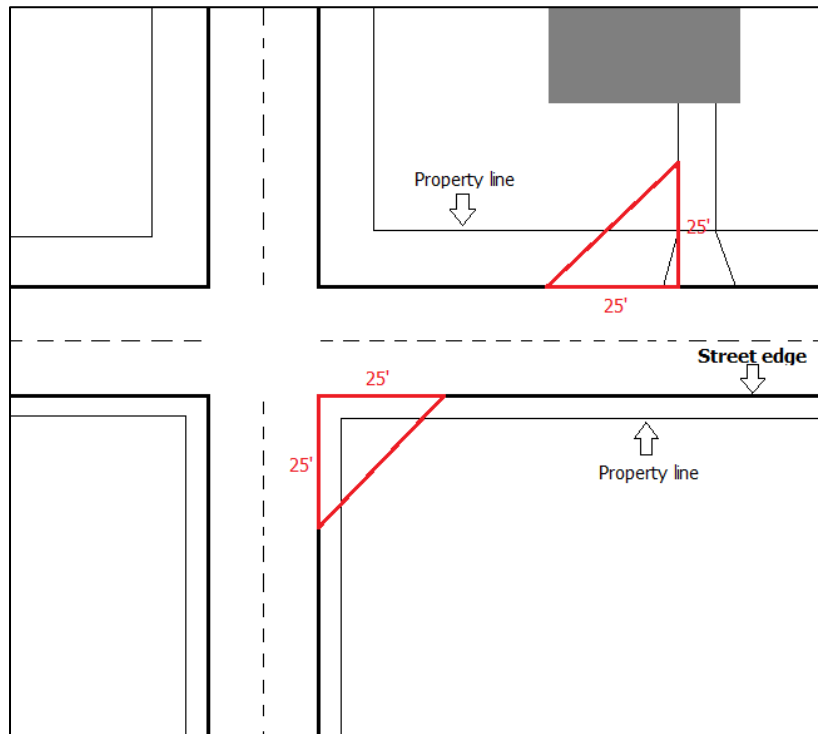
H. OBSTRUCTION OF FIRE EXITS, LIGHT, OR VENTILATION. No sign shall be permitted to obstruct or interfere in any way with free use of any door, window, fire escape, nor to obstruct or impair operation of any opening required for or ventilation.

I. TRAFFIC HAZARDS. It is illegal for any sign to interfere with, obstruct the view of, or be of such design which may be confused with any authorized traffic sign, signal, or device; no sign shall imitate an official traffic sign and be placed in a way that will interfere with, mislead, or confuse motorists.

J. VISION TRIANGLE. No sign shall be erected, placed, or allowed to be situated in such a manner as to materially impede vision between a height of two and one-half ($2\frac{1}{2}$) and ten (10) feet above the centerline grades of intersecting streets or an intersecting street and private driveway in the area bounded by the street or driveway lines of such intersections and a line joining points along said street or driveway lines twenty-five (25) feet from the point of intersection. See figure 165.18-1.

K. SIGN COLORS. Sign colors shall be earth tone or neutral colors or match the national franchise or business branding.

Figure 165.18-1 Vision Triangle



7. SIGN AREA FORMULA. The area of a sign is determined by the Zoning Administrator using actual dimensions where practical, or approximate dimensions when irregularity of a sign shape warrants. The sign area shall be the sum of the area of all rectangles, squares, or circular shapes that enclose the extreme points or edges of all copy, logos, and symbols of said sign.

8. GROUND MOUNTED SIGNS

A. CUTOUT LETTERS OR FIGURES; COPY AREA LIMITED. All letters, figures, characters or representations in cutout or irregular form maintained in conjunction with, attached to, or superimposed on a ground mounted sign shall be safely and securely built to or attached to the sign structure and shall comply with all requirements of the "design" and "maintenance" subsections of this chapter. The copy area shall be limited to a single geometric shape unless it emulates the building form or feature.

B. SIGN BASE AND SURROUND. All sign bases and surrounds shall be designed and constructed of materials that are similar to those used on the principal building. Sign bases and surrounds shall consist of masonry or similar durable materials, such as brick, stone, block, and other masonry or concrete materials, and shall be compatible with other structures and signs in the development. Metal skirting around a supporting

pole shall not be considered an acceptable sign base and surround material. No exposed sign cabinetry or electrical equipment or switches shall be visible from the right-of-way. Sign cabinetry shall be inset within the monument sign. All sign bases shall be at least twelve (12) inches in height, while all sign surrounds shall be at least six (6) inches in thickness. The sign and surround shall not be wider than the sign base. No base consisting of blank, unarticulated area shall exceed ten (10) feet in vertical direction. The sign shall lay directly on top of the base with no space in between. See figures 165.18-2 and 165.18-3 below for additional details.

Figure 165.18-2 Ground Mounted Signs Parallel to the Right-of-Way

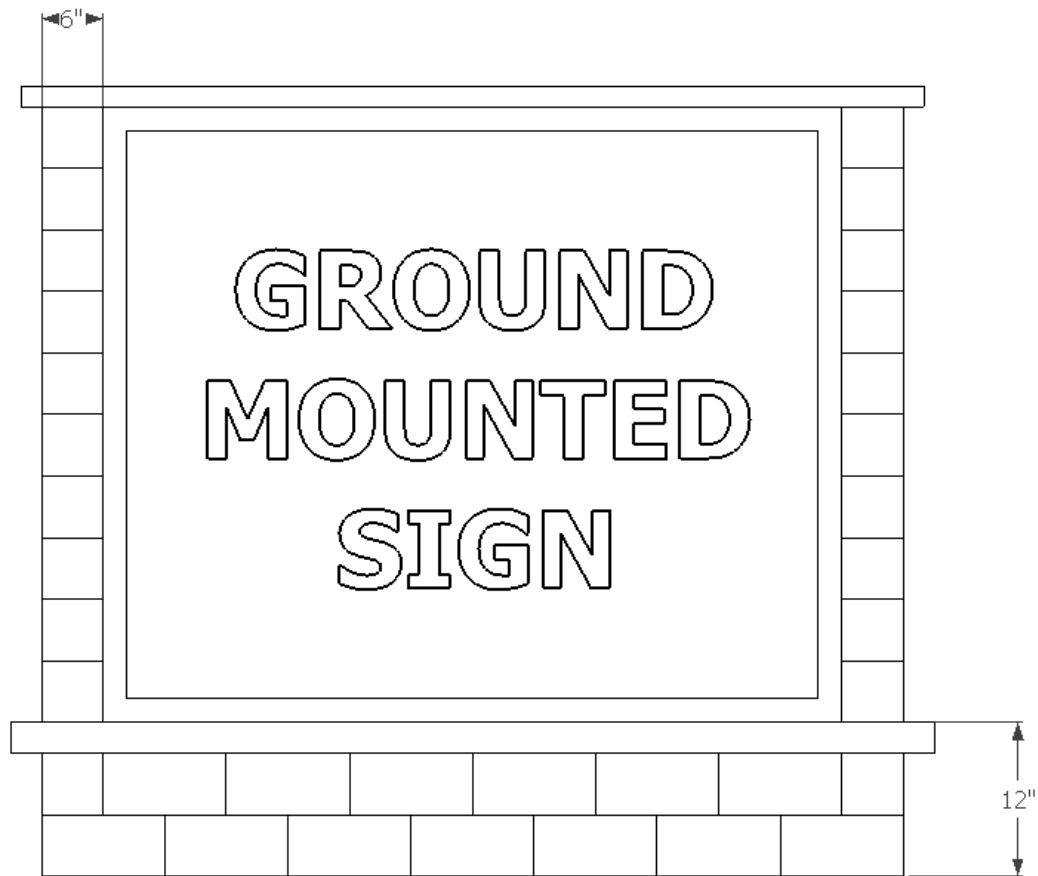
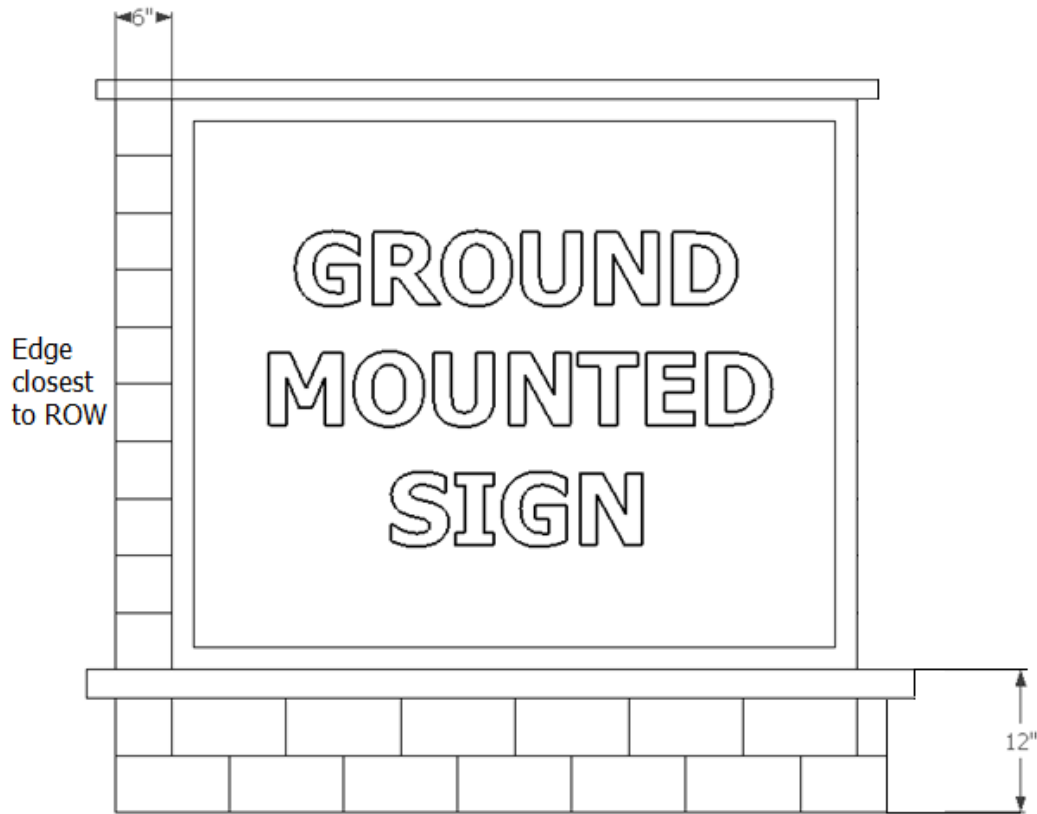


Figure 165.18-3 Ground Mounted Signs Perpendicular to the Right-of-Way



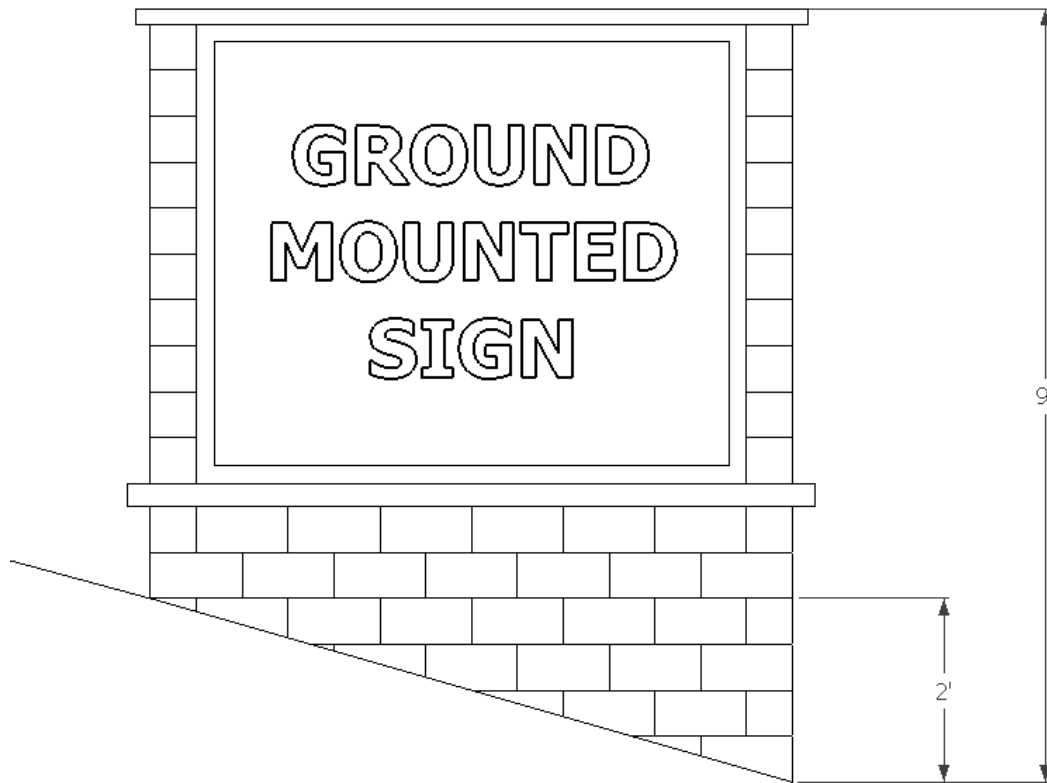
C. SIGN AREA. Sign area shall be provided in accordance to Table 165.18-1. Eighty (80) total square feet of ground mounted signage is permitted per lot. A minimum distance of fifty (50) feet shall separate any two (2) ground mounted signs on the same property, except signs six (6) square feet or less, in which case, a minimum distance of ten (10) feet shall be provided from any other sign. The total area of a sign shall be the actual square footage of one (1) sign face. Double faced signs may be permitted with the maximum square footage permitted on each side. Not more than two (2) sides of a sign structure can display signage.

Table 165.18-1 Ground Mounted Sign Regulations

Setback from Property Line (feet)	Total Height of the Structure (feet)	Area of Sign Face (square feet)
5	5	30
6	6	35
7	7	40
8	8	45
9	9	50
10	10	55
11	11	60
12	12	65
13	13	70
14	14	75
15	15	80

- D. SETBACK REQUIREMENT: The minimum setback required for ground mounted signs shall be five (5) feet. All signs shall have a side setback not less than the height of the sign but in no case less than five (5) feet.
- E. WIDTH: The maximum width of a ground mounted sign structure shall be ten (10) feet.
- F. HEIGHT: The maximum height of a ground mounted sign structure shall be five (5) feet; provided, however, the maximum height may be increased one (1) foot for each additional one (1) foot of setback over the minimum required setback to a maximum sign structure height of fifteen (15) feet. See Table 165.18-1 for more information. For the purpose of measuring the height of the sign structure when the sign is placed on a slope, the ground surface at the midpoint between the elevation of the leading and trailing edge shall be considered the point of measurement. Where the street is substantially higher or lower than the proposed sign location, the Zoning Administrator may provide variations on the height requirement as described in this chapter. "Substantially" is defined, in this case, as a change in vertical distance greater than five (5) feet. In figure 165.18-4 below, the sign height would be calculated at eight (8) feet in height.

Figure 165.18-4 Ground Mounted Sign Height on Slope



- G. MONOLITHIC OR COLUMNAR LINE: Ground mounted signs shall have a monolithic or columnar line that maintains essentially the same profile from grade to top.
- H. MULTI-TENANT SIGNS. All ground mounted signs that display more than one (1) tenant shall utilize a consistent earth tone or neutral field color for the copy area of the sign.

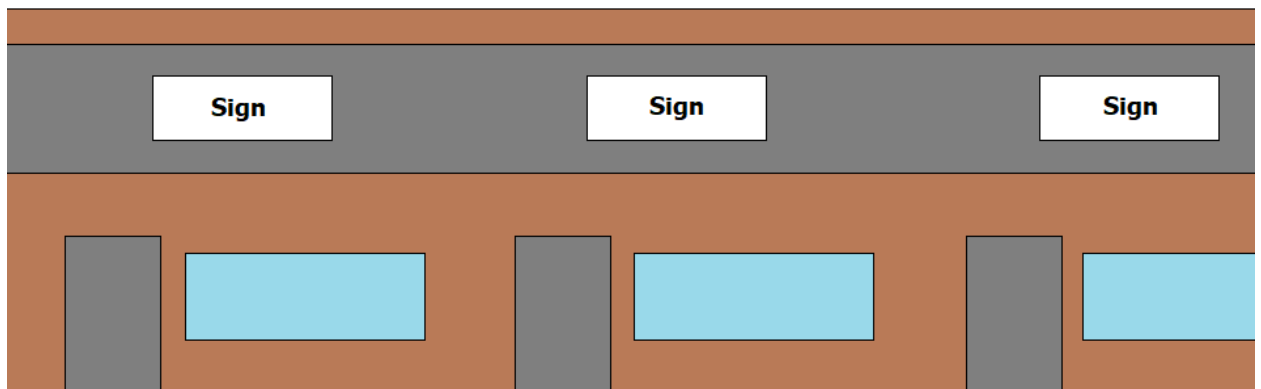
9. BUILDING MOUNTED SIGNS

A. SIGN AREA ALLOWED: The following sign areas shall be allowed.

1. One and one-half ($1 \frac{1}{2}$) square feet of sign area may be erected for every linear foot of tenant frontage to a maximum of five hundred (500) square feet.
2. In the case that a tenant has frontage along more than one (1) street, the total sign area shall be calculated off of no more than two (2) street frontages, up to a maximum of seven hundred (700) square feet.

3. In the case that a tenant is not oriented towards a street frontage, the maximum sign area shall be calculated off of the building face where the front entrance is located.
 4. In the case that a tenant within a multi-tenant building is not oriented towards a street frontage and desires to place a sign on the elevation that faces a street frontage, the maximum sign area allowed to be displayed by all tenants on the street facing frontage shall be one and one-half ($1 \frac{1}{2}$) square feet of sign area per linear foot of building frontage.
 5. Signs can be placed on any building face. However, no more than one and one-half ($1 \frac{1}{2}$) square feet of sign area per linear foot is permitted on any one (1) building face.
 6. Any number of signs can be displayed on the building up to the maximum sign area permitted.
- B. MULTI-STORY BUILDINGS: In the case of a multi-story building, the maximum square footage for each building or tenant sign shall be one (1) square foot of sign area for every linear foot of building or tenant frontage. In the event that a tenant occupies more than one story, they shall only be permitted to count the frontage on one story.
- C. MULTI-TENANT BUILDINGS: In the case of a multi-tenant building, location of tenant signs shall be placed upon the building in a consistent manner. See figure 165.18-5 below.

Figure 165.18-5 Multi-Tenant Sign Location



D. LETTERS, SYMBOLS, AND LOGOS: Under no circumstances will a letter, symbol, or logo dimension greater than six (6) feet be allowed. All building signs shall be principally comprised of individual channel letters or push through or routed letters at least one (1) inch in depth. For the purpose of displaying letters, symbols or logos, no more than twenty-five (25) percent of the sign area may be allotted to an awning or capsule sign. A channel letter or push through or routed letter sign is required before a capsule or awning sign can be permitted.

10. SUBDIVISION SIGNS.

In the case of a commercial or residential subdivision, when there exists an owners' association that provides for the maintenance of the sign or structures, seventy (70) square feet of sign area shall be granted to the subdivision. All sign dimensions shall be regulated in accordance with Table 165.18-1; however, the maximum area for each sign shall be thirty-five (35) square feet. No more than two (2) signs shall be permitted per subdivision. Each sign must be separated by at least fifty (50) linear feet. Such signs shall be extensively landscaped with trees, plantings, and natural features. Such signs may incorporate fountains, fences, or similar features. In the case of a commercial or residential subdivision that is actively under development/construction, thirty-five (35) square feet of sign area shall be permitted for the display of temporary signage.

11. CITY FACILITY SIGNS.

City facility signs shall be permitted, provided they are considered to advance the goals and vision established within the Grimes Strategic Plan, as approved by the City Council. City facility signs shall be reviewed by the Planning and Zoning Commission and approved by City Council.

12. ELECTRONIC MESSAGE BOARDS

A. Electric message boards shall be permitted on ground mounted signs for fuel stations, schools, churches, community centers, and government uses. A maximum of twenty-five (25) percent of the maximum sign area, but not greater than twenty (20) square feet, may be dedicated to electronic message boards, schools, churches, community centers, and government uses. Electronic message boards for fuel stations shall be a maximum of twenty-five (25) percent of the maximum sign area, but no greater than ten (10) square feet.

B. All electronic message boards shall meet the following conditions:

1. Electronic message boards may change no more than one time in a 24-hour period and shall not include any flashing, flowing, scrolling, alternating or blinking lights.
2. The background of the electronic message board shall be black.

3. All text on the electronic message board shall be the same solid color. One color is permitted per 24-hour period.
2. Electronic message boards shall be integral to and a part of an approved ground mounted sign.
3. Electronic message boards shall meet the lighting standards set forth in Chapter 165.

13. WINDOW SIGNS.

Window signs shall be limited to ten (10) percent of the window area when applied to the exterior of the window. Window signs shall not be included in the area permitted for building signs. Window signs placed within the interior of a building are not regulated by this ordinance.

14. ADDRESSES.

Address letters on any building shall be required and shall meet the minimum standards outlined within the Fire Code, however shall not exceed more than 150% of the minimum height. Addresses shall not count toward the permitted wall sign or ground mounted sign area.

15. HOME OCCUPATION SIGNS

No sign, other than one unlighted sign not over two (2) square feet in area attached flat against the dwelling shall advertise the presence or conduct of a home occupation. Home occupation signs shall only be permitted with an approved home occupation application.

16. TEMPORARY SIGNS AND FLAGS.

A. FLAGS

1. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction, must be flown in accordance with protocol established by the congress of the United States for the Stars and Stripes. Notwithstanding the above, the following flags shall not be prohibited by this chapter:

A. NUMBER OF FLAG POLES

1. All commercial, industrial, and multi-family residential properties shall be permitted two (2) flag poles. The flag poles can be building mounted or ground mounted.

2. All residential properties shall be permitted one (1) building mounted flag pole and one (1) ground mounted flag pole.

B. COMMERCIAL FLAGS

1. All non-residential uses shall be permitted to display no more than thirty (30) square feet of commercial flag area on any one (1) flag pole.
2. All residential uses shall be permitted to display no more than fifteen (15) square feet of commercial flag area on any one (1) flag pole.
3. Flag Poles shall not exceed thirty-five (35) feet in height. Minimum setback from property line shall be the height of the flagpole.

C. NON-COMMERCIAL FLAGS

1. All non-residential uses shall be permitted to display no more than sixty (60) square feet of non-commercial flag area on any one (1) flag pole.
 2. All residential uses shall be permitted to display no more than fifteen (15) square feet of non-commercial flag area on any one (1) flag pole.
 3. Flag Poles shall not exceed thirty-five (35) feet in height. Minimum setback from property line shall be the height of the flagpole.
2. Flags shall be displayed on flagpoles only. Flags displayed on light poles, utility poles, etc., except for city sponsored events, shall be prohibited.
 3. Multi-family uses shall be considered non-residential uses and follow the flag regulations for non-residential uses.

B. TEMPORARY SIGNS FOR RESIDENTIAL USES

1. The purpose of this section is to allow temporary commercial signage for residential land uses. Signs in this section shall be permitted in all residential districts. Residential properties shall not display more than six (6) square feet of temporary sign area. Temporary signs shall be displayed for no more than ninety (90) days per year. Temporary signs must be separated by at least ten (10) feet in distance. The maximum height of any residential temporary sign shall be six (6) feet. Under no circumstances shall any residential temporary sign be illuminated. The minimum setback of temporary signs for residential uses shall be five (5) feet from property line. Under no circumstances shall any temporary sign for residential uses be located on public property. During the period of time that a property is

actively listed for sale, or for lease, an additional six (6) square feet of temporary sign area shall be permitted for display. The following signs are allowed:

A. Yard Signs

B. Detached Rigid Signs

C. Banners, Detached or Attached

D. Pennants, spinners, streamers, ribbons, balloons, inflatables, posters, flags or other similar moving devices.

2. For the purposes of temporary signs, multi-family uses shall be considered non-residential and follow the temporary sign requirements for non-residential uses.

C. TEMPORARY SIGNS FOR NON-RESIDENTIAL USES

1. The purpose of this section is to allow temporary commercial signage for non-residential land uses. Such signs shall be limited to six (6) periods per year for any one business or tenant space. Each temporary sign event shall last for a period of not more than fourteen (14) days. Non-residential properties shall not display more than thirty-five (35) square feet of temporary sign area during the permitted period. Temporary signs must be separated by at least ten (10) feet in distance. The maximum height of any temporary sign shall be six (6) feet. Under no circumstances shall any temporary sign be illuminated. The minimum setback of a temporary sign shall be five (5) feet from the property line. Under no circumstances shall any temporary sign be located on public property. During the period of time that a property is actively listed for sale, or for lease, an additional thirty-five (35) square feet of temporary sign area shall be permitted. The following signs are allowed:

A. Yard Signs

B. Detached Rigid Signs

C. Banners, Detached or Attached

D. Air Animated Displays and Inflatables, limited to eight (8) feet in height

E. A-Frame Style Signs

F. Bag Signs: Such signs shall be permitted for businesses wishing to cover existing signage until the replacement sign is manufactured. Bag signs shall be made of a canvas or cloth material and may be displayed for a period no longer than forty-five (45) days. Under special circumstances, the Zoning Administrator may authorize to extend this period by an additional thirty (30) days. The square

footage of all bag signs shall not exceed the area necessary to cover the existing sign.

D. NON-COMMERICAL TEMPORARY SIGNS

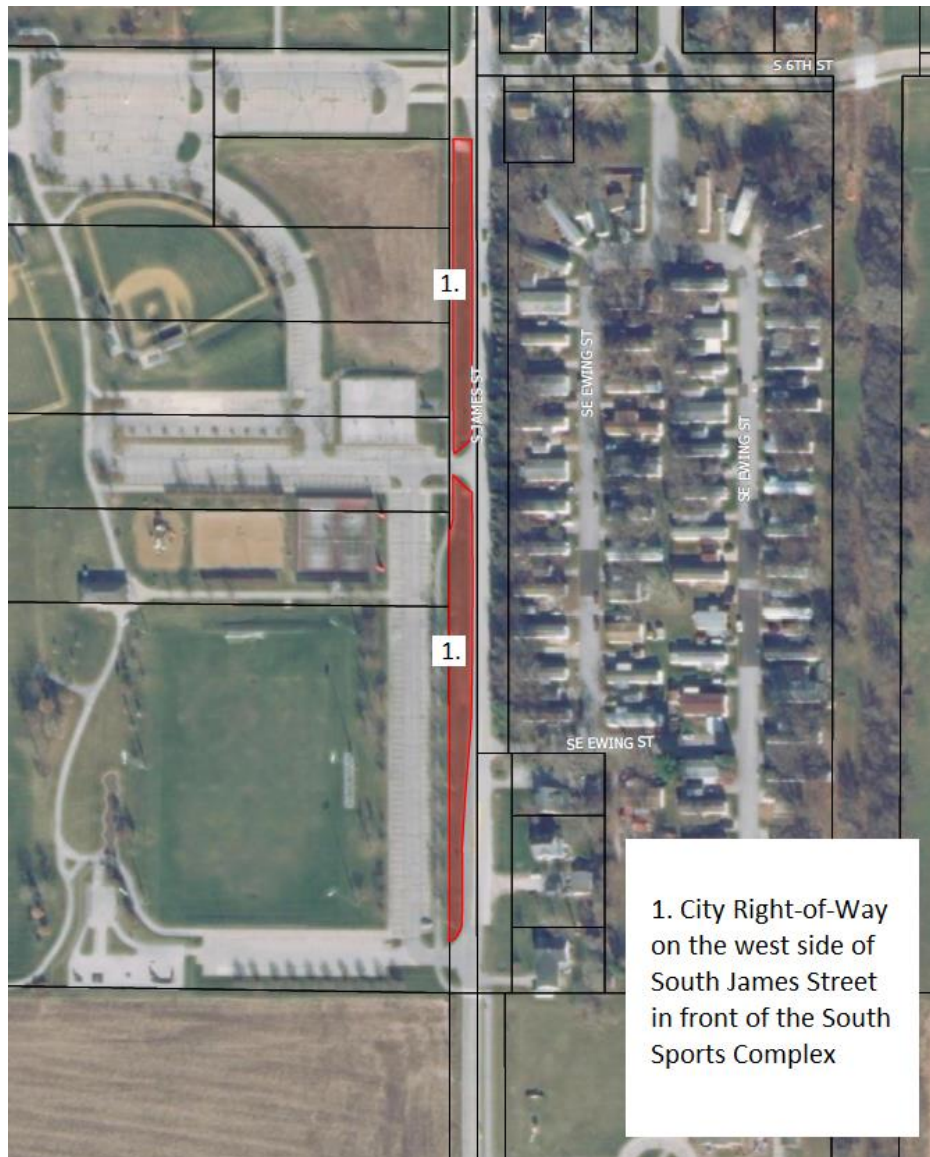
In addition to any permitted commercial sign, all properties shall be granted a maximum of thirty-five (35) square feet of sign area for the display of non-commercial temporary signage. The minimum setback of a non-commercial temporary signs shall be five (5) feet from property line. The maximum height of any non-commercial temporary sign shall be six (6) feet. Under no circumstances shall any non-commercial temporary sign be illuminated or be located on public property. Non-commercial temporary signs shall be displayed for no more than ninety (90) days at a time.

E. TEMPORARY SIGNS ON CITY PROPERTY. Temporary signs are permitted on City property in the areas designated in figures 165.18-6 and 165.18-7 below. No such sign shall be placed within a road median and shall not block visibility of pedestrians and motorists. Temporary signs on City property shall only be placed by schools or school organizations. Temporary signs within the right-of-way shall be limited to six (6) square feet and shall be no taller than four (4) feet in height. Such signs shall be limited to six (6) periods per year. Each temporary sign event shall last for a period of not more than fourteen (14) days. Temporary signs must be separated by at least five (5) feet in distance. Temporary signs on City property are only permitted to be yard signs.

Figure 165.18-6 Permitted Locations for Temporary Signs on City Property at Waterworks Park



Figure 165.18-7 Permitted Locations for Temporary Signs on City Property at the South Sports Complex



17. SIGNS ON PUBLIC PROPERTY

It is unlawful for any person to paint, print, or in any way affix any picture, bill, sign, signboard, poster or advertising material on any post, utility pole, fire escape, hydrant, curb, sidewalk, tree, lamppost or other structure of any kind on, or as to overhang or protrude over any property owned by the city or any easement of the city, except as otherwise permitted elsewhere in this chapter. No sign shall be located on or allowed to extend over public property except as permitted elsewhere in this chapter or expressly permitted by City Council. Zoning Administrator is hereby authorized and empowered to remove any such sign at the expense of the parties responsible for erection of such signs.

18. PLANNED UNIT DEVELOPMENT SIGNS.

Signs within Planned Unit Developments shall comply with the sign regulations established in this chapter unless otherwise established within the PUD Development Agreement for each development.

19. GOVERNORS DISTRICT SIGNS.

- A. Except as otherwise stated in this section, signs within the Governors District shall comply with all other sign regulations established in this chapter.
- B. PROJECTING WALL SIGNS. Projecting wall signs are permitted within the Governors District and shall comply with the following regulations.
 - 1. One (1) projecting sign per building.
 - 2. Signs shall project no more than six (6) feet from the building façade.
 - 3. Projecting signs must be installed so that the sign face is perpendicular to the building façade.
 - 4. Projecting signs shall provide at least eight (8) feet from the bottom of the sign to the grade below.
 - 5. Projecting signs shall not be larger than twenty (20) square feet. Only one (1) face of a projecting sign shall be counted towards the allowed wall signage of a building or tenant frontage.
 - 6. No projecting sign shall extend above the parapet or roof line.
 - 7. If internally illuminated, all projecting signs shall be designed in such a manner that only the text, copy or graphic of the sign is illuminated and the background is opaque.
 - 8. Due to the minimal setback of buildings in the Governors District, projecting signs may be allowed over the public right-of-way, but a hold harmless agreement, indemnification of the City, and proof of insurance must be provided.
- C. A-FRAME SIGNS. One (1) A-frame sign is permitted per tenant and shall be placed in front of the tenant space. Such signs shall be limited to four (4) feet in height. A minimum five (5) foot unobstructed walking path shall be maintained on the public sidewalk. A minimum two (2) foot setback is required from the street curb. A-Frame signs are only permitted to be displayed during business hours. A-frame signs shall be located outside of the vision triangle.

20. EXCEPTIONS.

Any permanent sign under two (2) square feet and located upon a non-residential property, is not regulated by this ordinance other than by provisions regarding visibility, right-of-way, maintenance, safety, and obscenity.

21. PERMIT REQUIREMENTS; FEES; EXCEPTIONS

- A. PERMIT REQUIRED; PAYMENT OF FEE: It is unlawful for any person to erect, alter or relocate within the city any sign without first obtaining a permit from the Development Services Department and paying the fee required herein unless provided elsewhere. No person shall erect, construct, or maintain any sign upon any property or building without the consent of the owner or person entitled to possession of the property or building. Application for permits shall be submitted to the Development Services Department.
- B. PERMIT FEES: Every applicant before being granted a permit hereunder shall pay to the city a permit fee in an amount determined by resolution of the City Council from time to time.
- C. SIGNS NOT NEEDING PERMIT: The following signs do not require a permit:
1. Temporary signs for residential uses.
 2. Traffic or other municipal signs, city facility signs, civic or service organizations, legal notices, railroad crossing signs, danger, and such temporary, emergency and non-advertising signs as may be approved by City Council.
 3. Non-commercial signs.
 4. Flag poles and flags.
 5. Private ground mounted traffic control signs.
 6. Window Signs.
 7. Temporary signs in City right-of-way as permitted in this chapter.
 8. A permit shall not be required for repainting without changing permanent wording, composition, or colors; or for non-structural repairs.
 9. Any sign under two (2) square feet.
 10. Addresses

22. INSPECTIONS

All construction work for which a permit is required shall be subject to inspection by the building official or their designee. All such construction or work, including footings and foundations (structural and location), electrical connections, etc., shall remain accessible and exposed for inspection until approved. Approval as a result of an inspection shall not

be construed to be an approval of a violation of the provisions of this code. Inspections presuming to give authority to violate or cancel the provisions of this code shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and to schedule and be present for the required inspections. Neither the building official nor the city shall be liable for expense entailed in the removal of any material required to allow inspection.

23. MAINTENANCE

All signs and parts thereof, including, but not limited to, electrical wiring and fixtures, supports, faces, lighting, and braces, shall be kept in good repair at all times, and shall be kept neatly painted or otherwise treated to prevent rust and similar unsightly deterioration and weathering. The Zoning Administrator, after thirty (30) days' written notice to the sign owner, may order the removal of any sign that is not maintained in accordance with the provisions of this section and the cost assessed against the property where said sign is located. However, in the case a sign structure becomes a safety hazard as defined in the city building code, the building official shall require owner of said sign structure to immediately abate the safety hazard as provided in the city building code. The Zoning Administrator may cause to be inspected, from time to time as deemed necessary, any sign regulated by this chapter for the purpose of ascertaining whether the same is secure, and whether it is in need of removal or repair to be in compliance with this chapter.

24. NON-CONFORMING SIGNS

Where a sign, other than a temporary sign, exists at the effective date of adoption or amendment of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, use, height, setback, or other characteristics of the sign or its location on the lot, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

No such sign may be enlarged or altered in a way that increases its nonconformity; however, reasonable repairs and alterations may be permitted. Should such sign be destroyed by any means to an extent of fifty (50) percent or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this ordinance.

25. OBSOLETE SIGNS

Any commercial abandoned sign now or hereafter existing shall be taken down and removed by the owner, agent or person having beneficial use of the building or land upon which the sign may be found within thirty (30) days after written notification from the Zoning Administrator or their designee and, upon failure to comply with such notice within

the time specified in such order, the Zoning Administrator is hereby authorized to cause removal of such sign face, and any expense thereto shall be paid by the owner of the building or structure to which the sign is attached.

26. SUBSTITUTION

The owner of any sign which is otherwise permitted under this Chapter may substitute non-commercial copy in lieu of any other commercial copy. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial message over any other commercial message. This provision prevails over any more specific provision to the contrary. This provision does not create a right to increase the total amount of signage on a parcel.

27. SEVERABILITY

If any portion of this chapter or any regulation contained herein is held to be invalid or unconstitutional by a court of competent jurisdiction, it is the intent of the City of Grimes that said portion or regulation is to be deemed severed from this chapter and should in no way affect or diminish the validity of the remainder of the Zoning Ordinance or any other sign regulation set forth herein.



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

Second Consideration - An Ordinance Amending Provisions of The Zoning Ordinance of The City of Grimes Specifically Striking Grimes Code of Ordinances Section 165.18 And Creating a New Section 165.18 Which Defines the Requirements for Signs

SYNOPSIS:

Staff has developed a draft amendment to the Sign regulations within the Zoning Ordinance. Over the past two years, a number of issues have come up related to our current sign ordinance. These issues include inconsistencies between districts, missing components, and unknown intents and purposes. Based upon our initial research, it also appears that our current ordinance is not consistent with our neighboring communities, nor has it addressed the issue of content neutrality.

Our goal with this re-write is to create flexible sign regulations that are comparable to other communities in the Des Moines Metro Area, while ensuring that the vision for our growing community is upheld.

Below is an outline of the proposed amendment. Note that this is a complete re-write, therefore a redline copy has not been provided. For your reference, the existing ordinances are provided.

Building Signs

- Reduce building sign area to ensure better aesthetics and reduce potential visual clutter.
- Base sign area on linear foot of building frontage rather than the square footage of the wall area. This allows for an easier calculation and quicker turnaround time.
- Differentiate square footage by building type and size.
- Create one building sign calculation for all non-residential uses rather than having different standards by zoning district.
- Require all signs to be channel letters, and prohibit panel signs.
- Governors District allows projecting signs and sandwich board signs.

Ground Mounted Signs



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

- Develop requirements that are based upon setback, height and square footage.
- Clarify requirements for sign surrounds.
- Create one ground sign calculation for all non-residential uses rather than having different standards by zoning district.
- Ground mounted sign regulations do not differ for properties located in the overlay districts.

Temporary Signs

- Limit square footage and frequency of temporary signs based on use (residential vs non-residential) rather than the type of speech (real estate signs, development signs, etc.).
- Each lot is permitted square footage for commercial speech and non-commercial speech.
- Additional square footage is permitted during certain circumstances.
- Temporary signs for residential uses do not require a permit.

Temporary Signs on City Property

- Limited to City property (Waterworks Park and South Sports Complex)
- Regulate who can put up signs, not the content of the signs
- Schools and school organizations can put up signs

Electronic Message Boards

- Permitted for a limited number of uses (schools, government uses, community centers, fuel stations)
- Limit the size, color, and frequency of message changes
- Only permitted as part of a ground mounted sign
- Electronic message boards for fuel stations are limited to a smaller area than other uses

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved First Consideration 06/22/2021

BOARD/COMMISSION ACTION(S):



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

Recommendation of Approval - Planning and Zoning Commission, 06/01/2021 with the condition that additional regulations be added regarding electronic message board signs relating to letter and background color.

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the second consideration of the Zoning Ordinance Amendment related to Signs.

Planning & Zoning Memo



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: June 1, 2021
RE: Sign Ordinance Amendment

INTRODUCTION:

Staff has developed a draft amendment to the Sign regulations within the Zoning Ordinance. Over the past two years, a number of issues have come up related to our current sign ordinance. These issues include inconsistencies between districts, missing components, and unknown intents and purposes. Based upon our initial research, it also appears that our current ordinance is not consistent with our neighboring communities, nor has it addressed the issue of content neutrality.

Our goal with this re-write is to create flexible sign regulations that are comparable to other communities in the Des Moines Metro Area, while ensuring that the vision for our growing community is upheld.

Below is an outline of the proposed amendment. Note that this is a complete re-write, therefore a redline copy has not been provided. For your reference, the existing ordinances are provided.

PROPOSED AMENDMENTS:

Building Signs

- Reduce building sign area to ensure better aesthetics and reduce potential visual clutter.
- Base sign area on linear foot of building frontage rather than the square footage of the wall area. This allows for an easier calculation and quicker turnaround time.
- Differentiate square footage by building type and size.
- Create one building sign calculation for all non-residential uses rather than having different standards by zoning district.
- Require all signs to be channel letters, and prohibit panel signs.
- Governors District allows projecting signs and sandwich board signs.

Ground Mounted Signs

- Develop requirements that are based upon setback, height and square footage.
- Clarify requirements for sign surrounds.

- Create one ground sign calculation for all non-residential uses rather than having different standards by zoning district.
- Ground mounted sign regulations do not differ for properties located in the overlay districts.

Temporary Signs

- Limit square footage and frequency of temporary signs based on use (residential vs non-residential) rather than the type of speech (real estate signs, development signs, etc.).
- Each lot is permitted square footage for commercial speech and non-commercial speech.
- Additional square footage is permitted during certain circumstances
- Temporary signs for residential uses do not require a permit.

Temporary Signs in the Right-of-Way

- Limited to a few areas in the City
- Regulate who can put up signs, not the content of the signs
- Schools, community organizations and non-profits

Electronic Message Boards

- Permitted for a limited number of uses (schools, government uses, fuel stations)
- Limit the size and frequency of message changes
- Only permitted as part of a ground mounted sign
- Electronic message boards for fuel stations are limited to a smaller area than other uses

CITY OF GRIMES

Evann Martin
Assistant Planner

ORDINANCE _____

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES SECTION 165 TO SPECIFY NEW SIGN REQUIREMENTS

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

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Sections 165.03, 165.18, 165A.26 and 165B.18 which define the requirements for signs.

SECTION 2. 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 3. Amendment. The Grimes Code of Ordinance is amended by striking the existing Section 165.18 of the Grimes Code of Ordinance and replacing with the exhibit below.

See attached Exhibit B

SECTION 4. Amendment. The Grimes Code of Ordinance is amended by replacing the Grimes Code of Ordinance Section 165A.26 with the following section below.

165A.26 SIGNS. The general sign regulations in Section 165.18 of the Grimes Zoning Ordinance shall apply.

SECTION 5. Amendment. The Grimes Code of Ordinance is amended by updating the Grimes Code of Ordinance Section 165B.18 to the following section below.

165B.18 SIGNS. The general sign regulations in Section 165.18 of the Grimes Zoning Ordinance shall apply.

SECTION 6. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 7. 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 8: 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 _____, 2021.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

EXHIBIT A

165.03 Definitions

Definitions Deleted

~~"Billboard" means all structures, regardless of the material used in the construction of the same, that are erected, maintained or used for public display of posters, painted signs, wall signs, whether the structure is placed on the wall or painted on the wall itself, pictures or other pictorial reading matter which advertise a business or attraction which is not carried on or manufactured in or upon the premises upon which said signs or billboards are located.~~

~~"Sign" means any device designed to inform or attract the attention - of persons not on the premises on which the sign is located; provided, however, the following are not included in the application of the regulations herein:~~

~~A. Signs not exceeding one (1) square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations;~~

~~B. Flags and insignia of any government except when displayed in connection with commercial promotion;~~

~~C. Legal notices; identification, informational or directional signs erected or required by governmental bodies;~~

~~D. Integral, decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights.~~

~~E. Signs directing and guiding traffic and parking on private property, and bearing no advertising matter; not exceeding two (2) square feet in area.~~

~~"Sign area" means the entire area within a regular geometric form or combinations of regular geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not bearing advertising matter are not included in computation of the surface area, except where such frames and structural members are used as an integral primary or subsidiary portion of the graphic, literal, or numerical display, such as forming a~~

~~picture frame to facilitate continuity or providing contrasts to emphasize the intended purpose of the sign~~

~~"Sign, exterior" means a sign which directs attention to a business, profession, service, product or activity sold or offered upon the premises where such sign is located. An exterior sign may be a sign attached flat against a building or structure, or projecting out from a building or structure or erected upon the roof of a building or structure. An exterior sign may include any of the following:~~

~~A. Fascia sign: a single faced building or wall sign which is directly attached to and parallel to its supporting wall.~~

~~B. Projecting sign: a double-faced building or wall sign projecting at right angles to its supporting wall.~~

~~C. Marquee sign: a sign attached to and contained within the perimeter of the face or valance of a marquee.~~

~~D. Roof sign: a sign attached upon or above a roof of parapet of a building.~~

~~"Sign, free standing or post" means any sign erected or affixed in a rigid manner to one or more poles, posts or the ground, and which carries any advertisement strictly incidental and subordinate to a lawful use of the premises on which it is located, including signs, or sign devices indicating the business transacted services rendered or goods sold or produced on the premises by an occupant thereof. A free standing or post sign may also include the following:~~

~~A. Directory sign: a sign containing the name of a building, complex or center and two or more identification signs or panels of the same size, color and general design, limited to one identification sign per occupant.~~

~~B. Monument sign: a structure, built on grade, that forms an integral part of the sign or its background.~~

~~"Sign, institutional bulletin board" means an on-premises sign containing a surface area upon which is displayed the name of a religious institution, school, library, community center or similar institution and the announcement of its services or activities.~~

~~"Sign, temporary" means any sign not permanently attached to the ground, wall or building, and intended to be displayed for a short and limited period of time.~~

Definitions Added

HOME OCCUPATION: An occupation or business operated within a dwelling unit, is incidental and subordinate to the use as a dwelling unit, and that is operated in compliance with the regulations set forth in the Grimes Zoning Ordinance.

OBSCENITY: Speech is defined as obscene if the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest, if the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law, if the work, taken as whole, lacks serious literary, artistic, political, or scientific value.

SIGN: Any words, lettering, figures, numerals, emblems, symbols, logos, graphics, devices, trademarks, trade names, or any other figure of similar character, or any combination thereof, by which anything is made known and which is designed to attract attention or convey a message.

SIGN, A-FRAME: A temporary sign, constructed of wood, cardboard, plastic, or other lightweight and rigid material having the capability to stand on its own supports and being portable. This definition shall include T-Frame signs and sandwich board signs.

SIGN AREA: The area of a sign as determined by the Zoning Administrator in accordance with section 165.18.7 of this title.

SIGN, AWNING: A nonilluminated sign that is either attached to, affixed to, or painted on an awning or canopy.

SIGN, BAG: A temporary cover made of a cloth or canvas material, used to alter the message of an obsolete sign until such time as it is replaced with a new sign.

SIGN, BANNER: A temporary sign composed of lightweight material either enclosed in a rigid frame or not enclosed, secured or mounted to a structure or post on two (2) or more edges. A national, State or Municipal flag, or the official flag of any institution or business is not considered a banner.

SIGN, BILLBOARD: An off-premises sign, displayed out of doors or visible from a public way.

SIGN, BUILDING MOUNTED: Any sign attached to or erected against the wall of a building, with the exposed face of the sign in a plane parallel with a plane of said wall.

SIGN, CAPSULE: A sign fabricated from metal, aluminum or some other material with a face constructed out of a panel product.

SIGN, CITY FACILITY: A sign erected and maintained by or on behalf of the City for the purpose of advancing the City's goals and vision established within the Grimes Strategic Plan, Grimes Comprehensive Plan, and Grimes Parks and Trails Plan.

SIGN, COMMERCIAL: A temporary or permanent sign which contains any message, statement or expression related to commercial interests.

SIGN, OBSOLETE: Any sign face remaining in place for a period of thirty (30) days or more which no longer advertises an activity, business, product, or service available.

SIGN, DETACHED RIGID: A temporary sign, typically constructed out of a stiff or non-flexible material and mounted to poles/posts or a similar style support structure.

SIGN, DIRECTIONAL: A sign, other than warning and regulatory signs, which is located on private property for the purposes of directing traffic through the site or development. Examples of these signs include and are similar to enter and exit signs and drive-thru signs.

SIGN, ELECTRONIC CHANGEABLE COPY: The graphical content, in letter or numerical form, of an electronic message board sign, which can be changed or altered automatically through electrical or electronic means.

SIGN, ELECTRONIC MESSAGE BOARD: A sign with an electronic changeable copy.

SIGN FACE OR SURFACE: The copy area, background area, and the peripheral encasement, structural elements, or trim, which forms the outer perimeter of the sign.

SIGN, GROUND MOUNTED: A ground sign that does not have any exposed pole or pylon, and is attached to a single columnar base. Ground mounted signs shall be constructed with materials chosen for their consistency with the principal building, as well as their durability and strength, in addition to the aesthetic values. Ground mounted signs are only permitted for non-residential uses.

SIGN, GROUND MOUNTED SIGN STRUCTURE: A ground mounted sign together with its base and surround.

SIGN HEIGHT: The vertical distance from the average finished road grade at the sign location to the highest point of the sign.

SIGN, MANUAL CHANGEABLE COPY: The graphical content, in letter or numerical form, of a sign, which can be changed or altered by manual placement of letters or symbols.

SIGN, NON-COMMERCIAL: A temporary or permanent sign which contains no message, statement or expression related to commercial interests.

SIGN, NONCONFORMING: A sign that does not conform to the regulations provided herein.

SIGN, NUMBER OF: For the purpose of determining the number of signs, a sign is considered to be a single display surface or displaying device containing elements organized, related and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements, each element is considered a single sign.

SIGN, OFF-PREMISE: Any sign advertising any products, accommodations, services or activities not provided on the premises in which the sign is placed.

SIGN, BUILDING PANEL: A sign consisting of a frame which may be covered by a translucent material, which may be internally illuminated. The placement of individual letters at least one inch (1") in depth on a metal, stone, or Dryvit surface is not considered a panel sign.

SIGN, PERSON: Any form of signage that may be accomplished through gestures, signals, costumes, or carrying of "signs, temporary" (as defined in this section) by persons affiliated with a business to advertise, promote or draw attention to such business.

SIGN, POLE: A sign which is erected upon one or more posts or pylons directly in or upon the ground and not attached to, or braced by, any other structure.

SIGN, POLITICAL: A temporary sign erected for the purpose of soliciting votes or support for or in opposition to any candidate or any political party under whose designation any candidate is seeking nomination or election or any public question on the ballot in an election held under the laws of the State of Iowa.

SIGN, PORTABLE: Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, the following: signs designed to be transported by the means of wheels, trailers or chassis, whether or not the wheels are presently attached; signs constructed as or converted to A- or T-frames; menu and sandwich board signs; balloons or other hot air or gas filled figures; and signs attached to or painted on vehicles parked and visible from the public right-of-way and not being used in the normal day to day operations of the business excluding storage.

SIGN, PROJECTING: A sign attached to and projecting generally at right angles from a building wall or other structure.

SIGN, ROOF: A sign erected on or above the roof of a building.

SIGN, SERVICE: A sign identifying parking and handicapped parking, restrooms, public telephone facilities, first aid stations, fallout shelters and other similar public service facilities.

SIGN, SUBDIVISION: A sign identifying the name of a residential or commercial complex, subdivision, or neighborhood development included on a landscape feature including planter beds, fountains, decorative walls or fences.

SIGN, TEMPORARY: Any residential or non-residential sign, not permanently attached to a building, post, or ground, including, but not limited to, banners, sandwich boards, sign persons, balloons, streamers, and air-filled figures, not to be continued after the expiration of the allowed time period.

SIGN, TEMPORARY RESIDENTIAL USE: Any sign placed on a property that is residential in nature. For the purposes of these signs, multi-family uses shall not be considered residential uses.

SIGN, TEMPORARY NON-RESIDENTIAL USE: Any temporary sign placed on a property that is not residential in nature. For the purposes of these signs, multi-family uses are considered non-residential uses.

SIGN, TRAFFIC CONTROL: A public or private sign, permanently installed to warn, regulate, and control vehicles, pedestrians and bicyclists. Examples of these signs include and are similar to stop signs, no parking signs, and speed limit signs.

SIGN, VEHICLE: Any sign, logo, or advertisement placed, painted, attached, or displayed on a vehicle advertising a company, store or service and displayed in a manner to attract attention from off premises. Logoed vehicles parked in approved parking spaces shall not be considered vehicle signs.

SIGN, VIDEO MESSAGE BOARD: An electronic sign or screen displaying videos, animations, or similar moving graphics.

SIGN, YARD: A small temporary sign, typically constructed out of corrugated plastic, or similar light weight material.

EXHIBIT B

165.18 SIGNS

1. TITLE

This chapter, providing for the administration and enforcement of sign regulations, shall be known and may be cited and referred to as the *SIGN ORDINANCE OF THE CITY OF GRIMES, IOWA*.

2. PURPOSE AND SCOPE

The purpose of this chapter is to protect the health, safety, and general welfare of the citizens, to maintain and enhance the visual environment of the city, improvement of pedestrian and traffic safety, and the minimization of possible adverse effects on public and private property. The provisions of this chapter are intended to permit signs that will not, by reason of their size, location, construction or manner of display, endanger life and limb, confuse or mislead traffic, obstruct vision necessary for traffic safety, or otherwise endanger the public, health, safety, and welfare; and further, to regulate such permitted signs in a way to promote development that is not detrimental to the property values and aesthetics of the City. No sign shall be erected or maintained in the City's jurisdiction, except those specifically allowed by this chapter. All signs as permitted by the applicable zoning district regulations in all zoning districts in the city shall comply with the regulations of this chapter.

3. JURISDICTION

The lawful use of signs 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 signs permitted before the adoption of these regulations, such signs shall be classified as "permitted nonconforming" structures. 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 sign, except as herein specified, be erected, substantially improved, converted, enlarged, or otherwise altered without conforming to the provisions of this chapter. Violation of the sign regulations set forth in this chapter shall be deemed a violation of this Code of Ordinances and punishable under Section 165.46 of the Grimes Code of Ordinances.

4. APPLICABILITY

In all districts, in connection with every industrial, commercial, business, recreational, or dwelling use, and all other uses, signage shall be provided in accordance with all of the following regulations except as elsewhere provided herein.

5. PROHIBITED SIGNS AND CONDITIONS

A. The following signs shall not be permitted, erected, or maintained on any property within the City:

1. Banners, pennants, spinners, streamers, ribbons, balloons, inflatables, posters, flags or other similar moving devices, except as permitted elsewhere in this chapter.
2. Billboards.
3. Neon lights or signs, not intended to add to the overall architectural theme of the site, except as permitted elsewhere in this chapter.
4. Building panel signs.
5. Hazardous signs, any sign or sign structure which is structurally unsafe, is not kept in good repair, or is capable of causing electrical shock to persons likely to come in contact.
6. Signs which incorporate in any manner any flashing or moving lights, except as permitted elsewhere in this chapter.
7. Signs which include visible moving parts, changeable copy or description by electrical or nonelectrical means, or by action of wind currents; except as permitted in this chapter.
8. Pole signs.
9. Portable or temporary signs, except as permitted elsewhere in this chapter.
10. Any sign unlawfully installed, erected, or maintained in violation of this chapter.
11. Any sign displaying any obscene, indecent or immoral matter, as defined by this chapter.
12. Roof signs.
13. Any vehicle sign parked in such a way to draw attention of people from a public place or street. This shall not include vehicles parked within an approved parking space per the approved site plan.
14. Ground mounted signs in any residential land use, except as permitted elsewhere in this chapter.

15. Building mounted signs in any residential land use, except as permitted elsewhere in this chapter.
16. Manual changeable copy signs.
17. Video message boards.
18. Painted wall signs.
19. Obsolete signs.
20. Projecting Signs, except as permitted elsewhere in this chapter.
21. Off-premise signs on property without a principal use, except during periods of time when a property is for sale and except as permitted elsewhere in this chapter.
22. Any signs, except permitted nonconforming signs, not specifically permitted within this chapter. Any other form of sign not specifically mentioned within this chapter.

6. DESIGN STANDARDS

A. SIGN FACE EXTENSION. No sign face shall extend horizontally beyond the supporting structure a distance greater than twelve (12) inches.

B. ELECTRIC SIGNS.

1. All electric signs shall be manufactured to meet UL specifications and shall require an electrical permit.
2. Electric signs shall be watertight, with service holes to provide access to each compartment with fitted waterproof covers.
3. Any electrical equipment or apparatus of a sign which causes interference with radio or television reception shall not be allowed.

C. WIND PRESSURE AND DEAD LOAD REQUIREMENTS. All signs and sign structures shall be designed and constructed to withstand a wind pressure as regulated by the building code of the City, and shall be constructed to receive dead loads as required in the building code and/or other ordinances of the City. Temporary signs shall be excluded from wind and dead load requirements as required above.

D. CLEARANCE FROM ELECTRICAL LINES. A clearance of not less than eight (8) feet horizontally and twelve (12) feet vertically shall be maintained between any sign and any overhead electrical transmission line.

E. NUMBER OF FACES. No sign shall have more than two (2) faces. Sign faces shall be parallel, unless determined to be consistent with the architectural character of the building, and approved by the Zoning Administrator.

F. LIGHTING OF SIGNS. Signs, if illuminated, must be lit by internal fixtures unless determined to be consistent with the architectural character of the building, and is approved by the Zoning Administrator. A constant level of light must be maintained, provided that this shall not be construed to prohibit use of an automatic dimmer to reduce garish effects at night. Lighting shall not flash or move. Sign lighting shall be consistent with the standards set forth elsewhere in the zoning regulations.

G. EMISSIONS PROHIBITED. No sign shall emit audible sound, noticeable odor, smoke, or other visible matter.

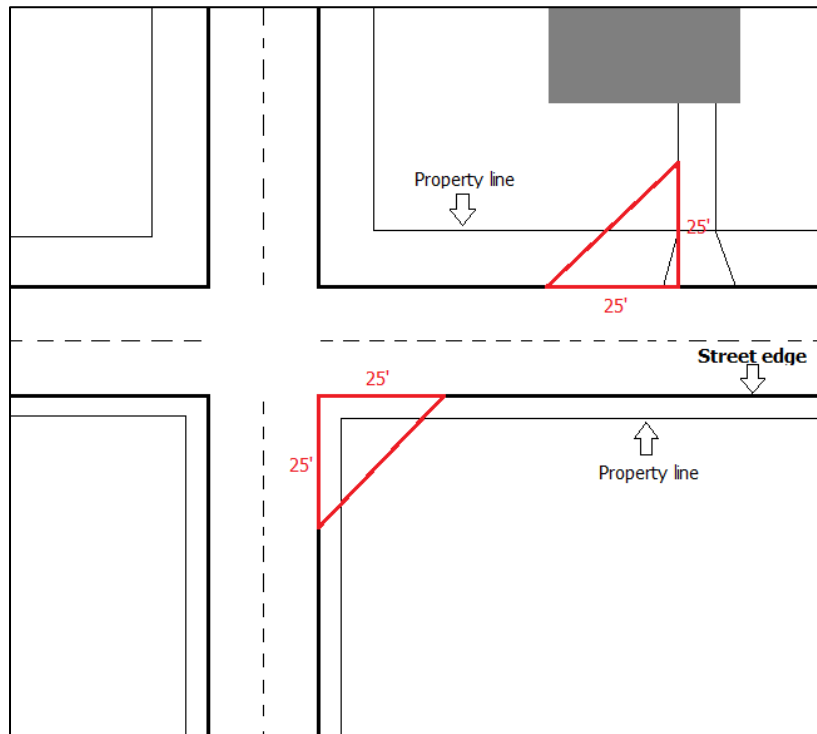
H. OBSTRUCTION OF FIRE EXITS, LIGHT, OR VENTILATION. No sign shall be permitted to obstruct or interfere in any way with free use of any door, window, fire escape, nor to obstruct or impair operation of any opening required for or ventilation.

I. TRAFFIC HAZARDS. It is illegal for any sign to interfere with, obstruct the view of, or be of such design which may be confused with any authorized traffic sign, signal, or device; no sign shall imitate an official traffic sign and be placed in a way that will interfere with, mislead, or confuse motorists.

J. VISION TRIANGLE. No sign shall be erected, placed, or allowed to be situated in such a manner as to materially impede vision between a height of two and one-half ($2\frac{1}{2}$) and ten (10) feet above the centerline grades of intersecting streets or an intersecting street and private driveway in the area bounded by the street or driveway lines of such intersections and a line joining points along said street or driveway lines twenty-five (25) feet from the point of intersection. See figure 165.18-1.

K. SIGN COLORS. Sign colors shall be earth tone or neutral colors or match the national franchise or business branding.

Figure 165.18-1 Vision Triangle



7. SIGN AREA FORMULA. The area of a sign is determined by the Zoning Administrator using actual dimensions where practical, or approximate dimensions when irregularity of a sign shape warrants. The sign area shall be the sum of the area of all rectangles, squares, or circular shapes that enclose the extreme points or edges of all copy, logos, and symbols of said sign.

8. GROUND MOUNTED SIGNS

A. CUTOUT LETTERS OR FIGURES; COPY AREA LIMITED. All letters, figures, characters or representations in cutout or irregular form maintained in conjunction with, attached to, or superimposed on a ground mounted sign shall be safely and securely built to or attached to the sign structure and shall comply with all requirements of the "design" and "maintenance" subsections of this chapter. The copy area shall be limited to a single geometric shape unless it emulates the building form or feature.

B. SIGN BASE AND SURROUND. All sign bases and surrounds shall be designed and constructed of materials that are similar to those used on the principal building. Sign bases and surrounds shall consist of masonry or similar durable materials, such as brick, stone, block, and other masonry or concrete materials, and shall be compatible with other structures and signs in the development. Metal skirting around a supporting

pole shall not be considered an acceptable sign base and surround material. No exposed sign cabinetry or electrical equipment or switches shall be visible from the right-of-way. Sign cabinetry shall be inset within the monument sign. All sign bases shall be at least twelve (12) inches in height, while all sign surrounds shall be at least six (6) inches in thickness. The sign and surround shall not be wider than the sign base. No base consisting of blank, unarticulated area shall exceed ten (10) feet in vertical direction. The sign shall lay directly on top of the base with no space in between. See figures 165.18-2 and 165.18-3 below for additional details.

Figure 165.18-2 Ground Mounted Signs Parallel to the Right-of-Way

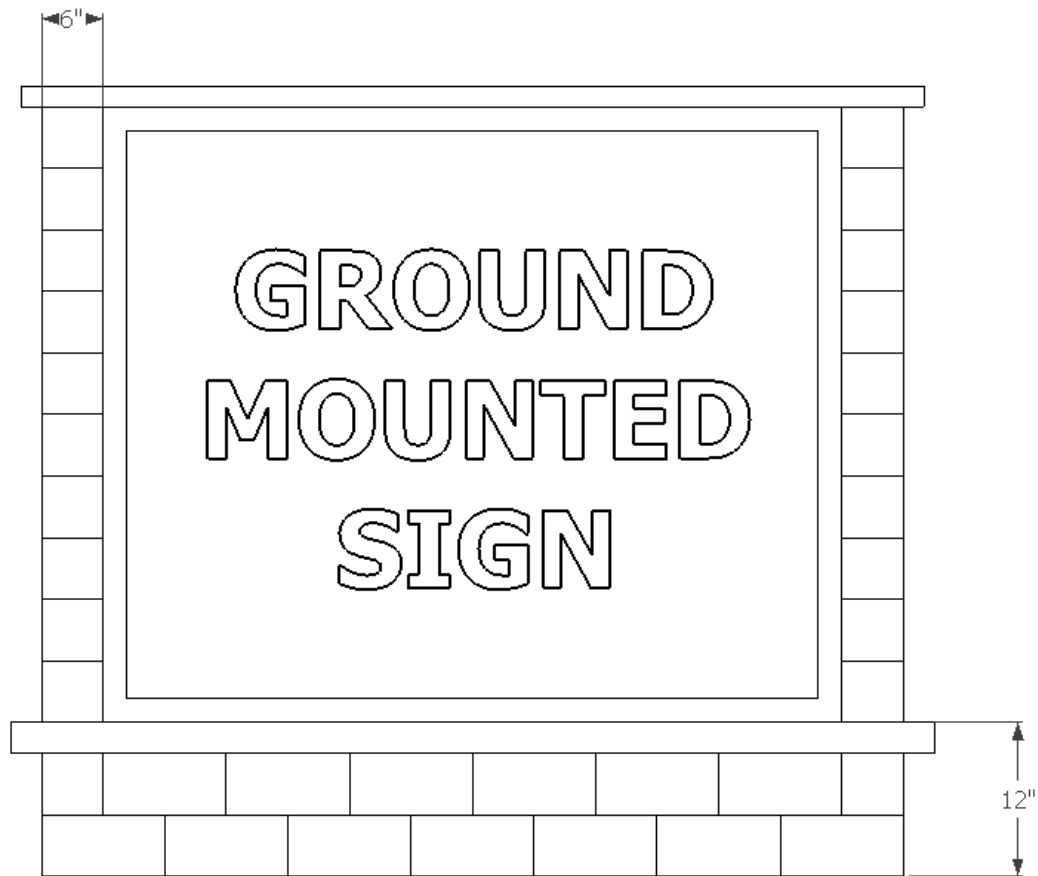
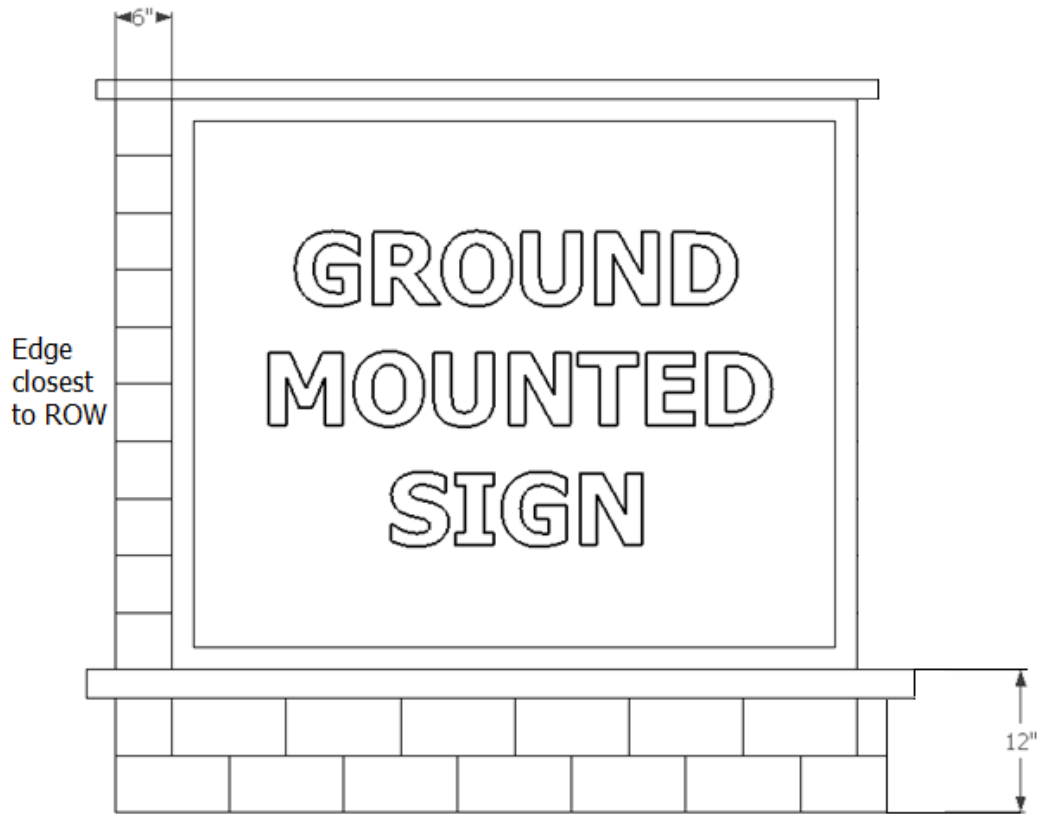


Figure 165.18-3 Ground Mounted Signs Perpendicular to the Right-of-Way



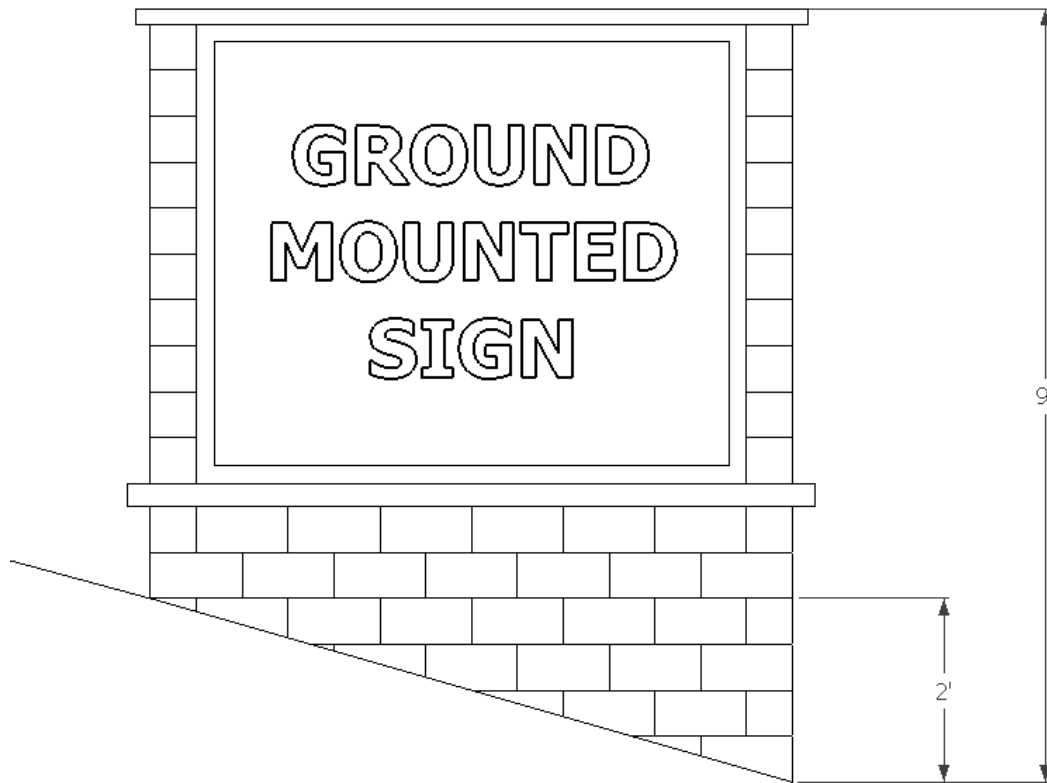
C. SIGN AREA. Sign area shall be provided in accordance to Table 165.18-1. Eighty (80) total square feet of ground mounted signage is permitted per lot. A minimum distance of fifty (50) feet shall separate any two (2) ground mounted signs on the same property, except signs six (6) square feet or less, in which case, a minimum distance of ten (10) feet shall be provided from any other sign. The total area of a sign shall be the actual square footage of one (1) sign face. Double faced signs may be permitted with the maximum square footage permitted on each side. Not more than two (2) sides of a sign structure can display signage.

Table 165.18-1 Ground Mounted Sign Regulations

Setback from Property Line (feet)	Total Height of the Structure (feet)	Area of Sign Face (square feet)
5	5	30
6	6	35
7	7	40
8	8	45
9	9	50
10	10	55
11	11	60
12	12	65
13	13	70
14	14	75
15	15	80

- D. **SETBACK REQUIREMENT:** The minimum setback required for ground mounted signs shall be five (5) feet. All signs shall have a side setback not less than the height of the sign but in no case less than five (5) feet.
- E. **WIDTH:** The maximum width of a ground mounted sign structure shall be ten (10) feet.
- F. **HEIGHT:** The maximum height of a ground mounted sign structure shall be five (5) feet; provided, however, the maximum height may be increased one (1) foot for each additional one (1) foot of setback over the minimum required setback to a maximum sign structure height of fifteen (15) feet. See Table 165.18-1 for more information. For the purpose of measuring the height of the sign structure when the sign is placed on a slope, the ground surface at the midpoint between the elevation of the leading and trailing edge shall be considered the point of measurement. Where the street is substantially higher or lower than the proposed sign location, the Zoning Administrator may provide variations on the height requirement as described in this chapter. "Substantially" is defined, in this case, as a change in vertical distance greater than five (5) feet. In figure 165.18-4 below, the sign height would be calculated at eight (8) feet in height.

Figure 165.18-4 Ground Mounted Sign Height on Slope



- G. MONOLITHIC OR COLUMNAR LINE: Ground mounted signs shall have a monolithic or columnar line that maintains essentially the same profile from grade to top.
- H. MULTI-TENANT SIGNS. All ground mounted signs that display more than one (1) tenant shall utilize a consistent earth tone or neutral field color for the copy area of the sign.

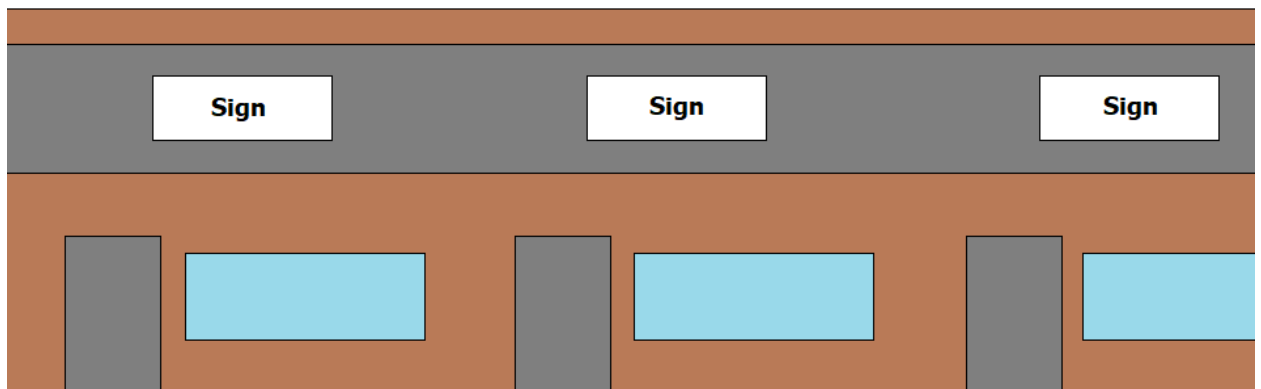
9. BUILDING MOUNTED SIGNS

A. SIGN AREA ALLOWED: The following sign areas shall be allowed.

1. One and one-half ($1 \frac{1}{2}$) square feet of sign area may be erected for every linear foot of tenant frontage to a maximum of five hundred (500) square feet.
2. In the case that a tenant has frontage along more than one (1) street, the total sign area shall be calculated off of no more than two (2) street frontages, up to a maximum of seven hundred (700) square feet.

3. In the case that a tenant is not oriented towards a street frontage, the maximum sign area shall be calculated off of the building face where the front entrance is located.
 4. In the case that a tenant within a multi-tenant building is not oriented towards a street frontage and desires to place a sign on the elevation that faces a street frontage, the maximum sign area allowed to be displayed by all tenants on the street facing frontage shall be one and one-half ($1 \frac{1}{2}$) square feet of sign area per linear foot of building frontage.
 5. Signs can be placed on any building face. However, no more than one and one-half ($1 \frac{1}{2}$) square feet of sign area per linear foot is permitted on any one (1) building face.
 6. Any number of signs can be displayed on the building up to the maximum sign area permitted.
- B. MULTI-STORY BUILDINGS: In the case of a multi-story building, the maximum square footage for each building or tenant sign shall be one (1) square foot of sign area for every linear foot of building or tenant frontage. In the event that a tenant occupies more than one story, they shall only be permitted to count the frontage on one story.
- C. MULTI-TENANT BUILDINGS: In the case of a multi-tenant building, location of tenant signs shall be placed upon the building in a consistent manner. See figure 165.18-5 below.

Figure 165.18-5 Multi-Tenant Sign Location



D. LETTERS, SYMBOLS, AND LOGOS: Under no circumstances will a letter, symbol, or logo dimension greater than six (6) feet be allowed. All building signs shall be principally comprised of individual channel letters or push through or routed letters at least one (1) inch in depth. For the purpose of displaying letters, symbols or logos, no more than twenty-five (25) percent of the sign area may be allotted to an awning or capsule sign. A channel letter or push through or routed letter sign is required before a capsule or awning sign can be permitted.

10. SUBDIVISION SIGNS.

In the case of a commercial or residential subdivision, when there exists an owners' association that provides for the maintenance of the sign or structures, seventy (70) square feet of sign area shall be granted to the subdivision. All sign dimensions shall be regulated in accordance with Table 165.18-1; however, the maximum area for each sign shall be thirty-five (35) square feet. No more than two (2) signs shall be permitted per subdivision. Each sign must be separated by at least fifty (50) linear feet. Such signs shall be extensively landscaped with trees, plantings, and natural features. Such signs may incorporate fountains, fences, or similar features. In the case of a commercial or residential subdivision that is actively under development/construction, thirty-five (35) square feet of sign area shall be permitted for the display of temporary signage.

11. CITY FACILITY SIGNS.

City facility signs shall be permitted, provided they are considered to advance the goals and vision established within the Grimes Strategic Plan, as approved by the City Council. City facility signs shall be reviewed by the Planning and Zoning Commission and approved by City Council.

12. ELECTRONIC MESSAGE BOARDS

A. Electric message boards shall be permitted on ground mounted signs for fuel stations, schools, churches, community centers, and government uses. A maximum of twenty-five (25) percent of the maximum sign area, but not greater than twenty (20) square feet, may be dedicated to electronic message boards, schools, churches, community centers, and government uses. Electronic message boards for fuel stations shall be a maximum of twenty-five (25) percent of the maximum sign area, but no greater than ten (10) square feet.

B. All electronic message boards shall meet the following conditions:

1. Electronic message boards may change no more than one time in a 24-hour period and shall not include any flashing, flowing, scrolling, alternating or blinking lights.
2. The background of the electronic message board shall be black.

3. All text on the electronic message board shall be the same solid color. One color is permitted per 24-hour period.
2. Electronic message boards shall be integral to and a part of an approved ground mounted sign.
3. Electronic message boards shall meet the lighting standards set forth in Chapter 165.

13. WINDOW SIGNS.

Window signs shall be limited to ten (10) percent of the window area when applied to the exterior of the window. Window signs shall not be included in the area permitted for building signs. Window signs placed within the interior of a building are not regulated by this ordinance.

14. ADDRESSES.

Address letters on any building shall be required and shall meet the minimum standards outlined within the Fire Code, however shall not exceed more than 150% of the minimum height. Addresses shall not count toward the permitted wall sign or ground mounted sign area.

15. HOME OCCUPATION SIGNS

No sign, other than one unlighted sign not over two (2) square feet in area attached flat against the dwelling shall advertise the presence or conduct of a home occupation. Home occupation signs shall only be permitted with an approved home occupation application.

16. TEMPORARY SIGNS AND FLAGS.

A. FLAGS

1. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction, must be flown in accordance with protocol established by the congress of the United States for the Stars and Stripes. Notwithstanding the above, the following flags shall not be prohibited by this chapter:

A. NUMBER OF FLAG POLES

1. All commercial, industrial, and multi-family residential properties shall be permitted two (2) flag poles. The flag poles can be building mounted or ground mounted.

2. All residential properties shall be permitted one (1) building mounted flag pole and one (1) ground mounted flag pole.

B. COMMERCIAL FLAGS

1. All non-residential uses shall be permitted to display no more than thirty (30) square feet of commercial flag area on any one (1) flag pole.
2. All residential uses shall be permitted to display no more than fifteen (15) square feet of commercial flag area on any one (1) flag pole.
3. Flag Poles shall not exceed thirty-five (35) feet in height. Minimum setback from property line shall be the height of the flagpole.

C. NON-COMMERCIAL FLAGS

1. All non-residential uses shall be permitted to display no more than sixty (60) square feet of non-commercial flag area on any one (1) flag pole.
 2. All residential uses shall be permitted to display no more than fifteen (15) square feet of non-commercial flag area on any one (1) flag pole.
 3. Flag Poles shall not exceed thirty-five (35) feet in height. Minimum setback from property line shall be the height of the flagpole.
2. Flags shall be displayed on flagpoles only. Flags displayed on light poles, utility poles, etc., except for city sponsored events, shall be prohibited.
 3. Multi-family uses shall be considered non-residential uses and follow the flag regulations for non-residential uses.

B. TEMPORARY SIGNS FOR RESIDENTIAL USES

1. The purpose of this section is to allow temporary commercial signage for residential land uses. Signs in this section shall be permitted in all residential districts. Residential properties shall not display more than six (6) square feet of temporary sign area. Temporary signs shall be displayed for no more than ninety (90) days per year. Temporary signs must be separated by at least ten (10) feet in distance. The maximum height of any residential temporary sign shall be six (6) feet. Under no circumstances shall any residential temporary sign be illuminated. The minimum setback of temporary signs for residential uses shall be five (5) feet from property line. Under no circumstances shall any temporary sign for residential uses be located on public property. During the period of time that a property is

actively listed for sale, or for lease, an additional six (6) square feet of temporary sign area shall be permitted for display. The following signs are allowed:

A. Yard Signs

B. Detached Rigid Signs

C. Banners, Detached or Attached

D. Pennants, spinners, streamers, ribbons, balloons, inflatables, posters, flags or other similar moving devices.

2. For the purposes of temporary signs, multi-family uses shall be considered non-residential and follow the temporary sign requirements for non-residential uses.

C. TEMPORARY SIGNS FOR NON-RESIDENTIAL USES

1. The purpose of this section is to allow temporary commercial signage for non-residential land uses. Such signs shall be limited to six (6) periods per year for any one business or tenant space. Each temporary sign event shall last for a period of not more than fourteen (14) days. Non-residential properties shall not display more than thirty-five (35) square feet of temporary sign area during the permitted period. Temporary signs must be separated by at least ten (10) feet in distance. The maximum height of any temporary sign shall be six (6) feet. Under no circumstances shall any temporary sign be illuminated. The minimum setback of a temporary sign shall be five (5) feet from the property line. Under no circumstances shall any temporary sign be located on public property. During the period of time that a property is actively listed for sale, or for lease, an additional thirty-five (35) square feet of temporary sign area shall be permitted. The following signs are allowed:

A. Yard Signs

B. Detached Rigid Signs

C. Banners, Detached or Attached

D. Air Animated Displays and Inflatables, limited to eight (8) feet in height

E. A-Frame Style Signs

F. Bag Signs: Such signs shall be permitted for businesses wishing to cover existing signage until the replacement sign is manufactured. Bag signs shall be made of a canvas or cloth material and may be displayed for a period no longer than forty-five (45) days. Under special circumstances, the Zoning Administrator may authorize to extend this period by an additional thirty (30) days. The square

footage of all bag signs shall not exceed the area necessary to cover the existing sign.

D. NON-COMMERICAL TEMPORARY SIGNS

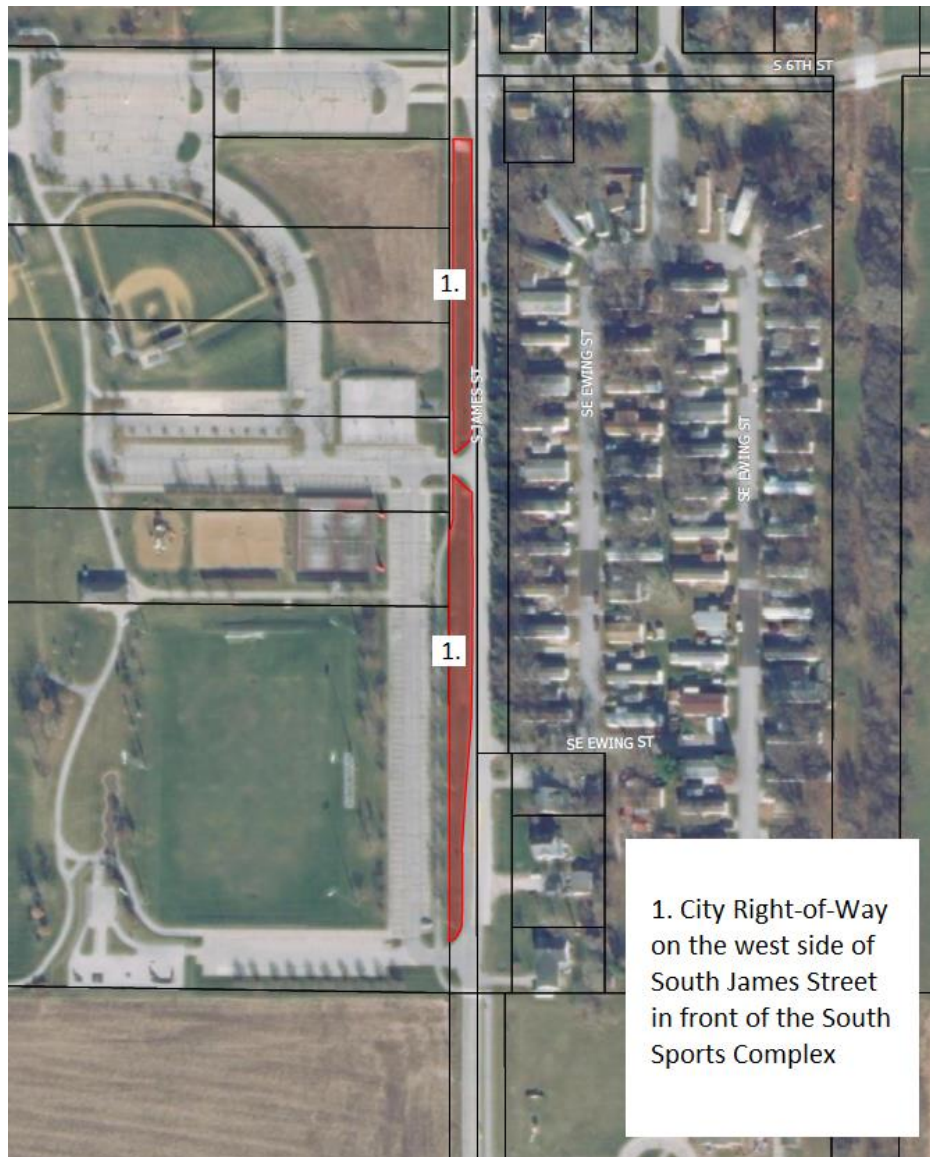
In addition to any permitted commercial sign, all properties shall be granted a maximum of thirty-five (35) square feet of sign area for the display of non-commercial temporary signage. The minimum setback of a non-commercial temporary signs shall be five (5) feet from property line. The maximum height of any non-commercial temporary sign shall be six (6) feet. Under no circumstances shall any non-commercial temporary sign be illuminated or be located on public property. Non-commercial temporary signs shall be displayed for no more than ninety (90) days at a time.

E. TEMPORARY SIGNS ON CITY PROPERTY. Temporary signs are permitted on City property in the areas designated in figures 165.18-6 and 165.18-7 below. No such sign shall be placed within a road median and shall not block visibility of pedestrians and motorists. Temporary signs on City property shall only be placed by schools or school organizations. Temporary signs within the right-of-way shall be limited to six (6) square feet and shall be no taller than four (4) feet in height. Such signs shall be limited to six (6) periods per year. Each temporary sign event shall last for a period of not more than fourteen (14) days. Temporary signs must be separated by at least five (5) feet in distance. Temporary signs on City property are only permitted to be yard signs.

Figure 165.18-6 Permitted Locations for Temporary Signs on City Property at Waterworks Park



Figure 165.18-7 Permitted Locations for Temporary Signs on City Property at the South Sports Complex



17. SIGNS ON PUBLIC PROPERTY

It is unlawful for any person to paint, print, or in any way affix any picture, bill, sign, signboard, poster or advertising material on any post, utility pole, fire escape, hydrant, curb, sidewalk, tree, lamppost or other structure of any kind on, or as to overhang or protrude over any property owned by the city or any easement of the city, except as otherwise permitted elsewhere in this chapter. No sign shall be located on or allowed to extend over public property except as permitted elsewhere in this chapter or expressly permitted by City Council. Zoning Administrator is hereby authorized and empowered to remove any such sign at the expense of the parties responsible for erection of such signs.

18. PLANNED UNIT DEVELOPMENT SIGNS.

Signs within Planned Unit Developments shall comply with the sign regulations established in this chapter unless otherwise established within the PUD Development Agreement for each development.

19. GOVERNORS DISTRICT SIGNS.

- A. Except as otherwise stated in this section, signs within the Governors District shall comply with all other sign regulations established in this chapter.
- B. PROJECTING WALL SIGNS. Projecting wall signs are permitted within the Governors District and shall comply with the following regulations.
 - 1. One (1) projecting sign per building.
 - 2. Signs shall project no more than six (6) feet from the building façade.
 - 3. Projecting signs must be installed so that the sign face is perpendicular to the building façade.
 - 4. Projecting signs shall provide at least eight (8) feet from the bottom of the sign to the grade below.
 - 5. Projecting signs shall not be larger than twenty (20) square feet. Only one (1) face of a projecting sign shall be counted towards the allowed wall signage of a building or tenant frontage.
 - 6. No projecting sign shall extend above the parapet or roof line.
 - 7. If internally illuminated, all projecting signs shall be designed in such a manner that only the text, copy or graphic of the sign is illuminated and the background is opaque.
 - 8. Due to the minimal setback of buildings in the Governors District, projecting signs may be allowed over the public right-of-way, but a hold harmless agreement, indemnification of the City, and proof of insurance must be provided.
- C. A-FRAME SIGNS. One (1) A-frame sign is permitted per tenant and shall be placed in front of the tenant space. Such signs shall be limited to four (4) feet in height. A minimum five (5) foot unobstructed walking path shall be maintained on the public sidewalk. A minimum two (2) foot setback is required from the street curb. A-Frame signs are only permitted to be displayed during business hours. A-frame signs shall be located outside of the vision triangle.

20. EXCEPTIONS.

Any permanent sign under two (2) square feet and located upon a non-residential property, is not regulated by this ordinance other than by provisions regarding visibility, right-of-way, maintenance, safety, and obscenity.

21. PERMIT REQUIREMENTS; FEES; EXCEPTIONS

- A. PERMIT REQUIRED; PAYMENT OF FEE: It is unlawful for any person to erect, alter or relocate within the city any sign without first obtaining a permit from the Development Services Department and paying the fee required herein unless provided elsewhere. No person shall erect, construct, or maintain any sign upon any property or building without the consent of the owner or person entitled to possession of the property or building. Application for permits shall be submitted to the Development Services Department.
- B. PERMIT FEES: Every applicant before being granted a permit hereunder shall pay to the city a permit fee in an amount determined by resolution of the City Council from time to time.
- C. SIGNS NOT NEEDING PERMIT: The following signs do not require a permit:
1. Temporary signs for residential uses.
 2. Traffic or other municipal signs, city facility signs, civic or service organizations, legal notices, railroad crossing signs, danger, and such temporary, emergency and non-advertising signs as may be approved by City Council.
 3. Non-commercial signs.
 4. Flag poles and flags.
 5. Private ground mounted traffic control signs.
 6. Window Signs.
 7. Temporary signs in City right-of-way as permitted in this chapter.
 8. A permit shall not be required for repainting without changing permanent wording, composition, or colors; or for non-structural repairs.
 9. Any sign under two (2) square feet.
 10. Addresses

22. INSPECTIONS

All construction work for which a permit is required shall be subject to inspection by the building official or their designee. All such construction or work, including footings and foundations (structural and location), electrical connections, etc., shall remain accessible and exposed for inspection until approved. Approval as a result of an inspection shall not

be construed to be an approval of a violation of the provisions of this code. Inspections presuming to give authority to violate or cancel the provisions of this code shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and to schedule and be present for the required inspections. Neither the building official nor the city shall be liable for expense entailed in the removal of any material required to allow inspection.

23. MAINTENANCE

All signs and parts thereof, including, but not limited to, electrical wiring and fixtures, supports, faces, lighting, and braces, shall be kept in good repair at all times, and shall be kept neatly painted or otherwise treated to prevent rust and similar unsightly deterioration and weathering. The Zoning Administrator, after thirty (30) days' written notice to the sign owner, may order the removal of any sign that is not maintained in accordance with the provisions of this section and the cost assessed against the property where said sign is located. However, in the case a sign structure becomes a safety hazard as defined in the city building code, the building official shall require owner of said sign structure to immediately abate the safety hazard as provided in the city building code. The Zoning Administrator may cause to be inspected, from time to time as deemed necessary, any sign regulated by this chapter for the purpose of ascertaining whether the same is secure, and whether it is in need of removal or repair to be in compliance with this chapter.

24. NON-CONFORMING SIGNS

Where a sign, other than a temporary sign, exists at the effective date of adoption or amendment of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, use, height, setback, or other characteristics of the sign or its location on the lot, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

No such sign may be enlarged or altered in a way that increases its nonconformity; however, reasonable repairs and alterations may be permitted. Should such sign be destroyed by any means to an extent of fifty (50) percent or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this ordinance.

25. OBSOLETE SIGNS

Any commercial abandoned sign now or hereafter existing shall be taken down and removed by the owner, agent or person having beneficial use of the building or land upon which the sign may be found within thirty (30) days after written notification from the Zoning Administrator or their designee and, upon failure to comply with such notice within

the time specified in such order, the Zoning Administrator is hereby authorized to cause removal of such sign face, and any expense thereto shall be paid by the owner of the building or structure to which the sign is attached.

26. SUBSTITUTION

The owner of any sign which is otherwise permitted under this Chapter may substitute non-commercial copy in lieu of any other commercial copy. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial message over any other commercial message. This provision prevails over any more specific provision to the contrary. This provision does not create a right to increase the total amount of signage on a parcel.

27. SEVERABILITY

If any portion of this chapter or any regulation contained herein is held to be invalid or unconstitutional by a court of competent jurisdiction, it is the intent of the City of Grimes that said portion or regulation is to be deemed severed from this chapter and should in no way affect or diminish the validity of the remainder of the Zoning Ordinance or any other sign regulation set forth herein.



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

Meadows – Rezoning

SYNOPSIS:

The applicant is requesting approval of a rezoning from A-1 to PUD for approximately 161 acres generally located at the southwest corner of County Line Road and Highway 44. The rezoning will allow for a mix of land uses including, commercial, multi-family, townhomes, single-family, and public park. A portion of the property is located within the Transportation Corridor Overlay.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

Approved by Planning and Zoning Commission – 07/06/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Meadows rezoning subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: July 6, 2021
RE: Meadows - Rezone

GENERAL INFORMATION:

Applicant:

Mozart Properties , LLC

Requested Action

Rezoning

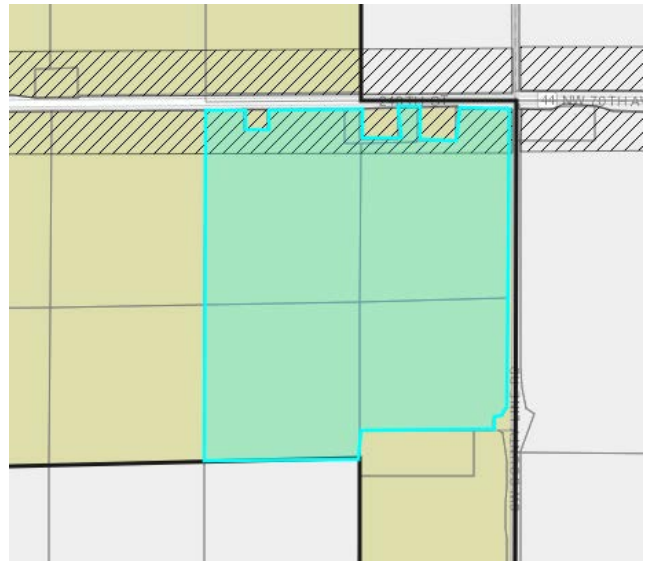
Location

Generally located at the southwest corner of
County Line Road and Highway 44

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Low Density Residential, Mixed Use 1, Neighborhood Commercial, Civic	A-1
North	Vacant/High School	Civic, Mixed Use 1	A-1
South	Vacant/Middle School	Low Density Residential	A-1
East	Vacant	Low Density Residential, Mixed Use 1	Polk County
West	Vacant	Low Density Residential, Mixed Use 1	A-1

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to PUD for approximately 161 acres generally located at the southwest corner of County Line Road and Highway 44. The rezoning will allow for a mix of land uses including, commercial, multi-family, townhomes, single-family, and public park. A portion of the property is located within the Transportation Corridor Overlay.

ANALYSIS:*Zoning/Development Intent:*

The future land use plan calls for this area to be Neighborhood Commercial, Mixed Use 1, Low Density Residential, Civic and Future Park. The projected activity for this property matches the Future Land Use Plan designations with the exception of the Civic land use designation, which was established to plan for the new middle school location. The middle school has since been constructed to the south of the Meadows development. Therefore, the Civic land use designation on the Meadows property is no longer needed/anticipated.

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

Single-Family 70' Wide Lots

- Minimum Lot Size - 8,500 sq. ft.
- Minimum Dwelling Size - 1,400 sq. ft. (Single story dwellings), 1,600 sq. ft. (Two-story dwellings)
- Minimum Garage Size - 3-car
- Minimum 20% masonry
- Setbacks
 - o Front Yard - 30'

- o Rear Yard – 25'
- o Side Yard – 5'

Single-Family 60' Wide Lots

- Minimum Lot Size - 7,500 sq. ft.
- Minimum Dwelling Size - 1,200 sq. ft. (Single story dwellings), 1,400 sq. ft. (Two-story dwellings)
- Minimum Garage Size – 2-car
- Minimum 20% masonry
- Setbacks
 - o Front Yard – 30'
 - o Rear Yard – 25'
 - o Side Yard – 5'

Townhomes

- Maximum Density – 8 du/a
- Minimum Dwelling Size – 900 sq. ft.
- Maximum height – 35'
- Minimum 2-car attached garage
- Minimum 10% masonry, 50% minimum for units facing the ROW
- Minimum 20% open space

Multi-Family

- Maximum Density – 18 du/a
- Minimum Dwelling Size – 500 sq. ft.
- Maximum height – 45'
- Minimum 60% masonry
- Minimum 20% open space

Commercial

- C-2 uses permitted with some exceptions (mini storage, used car lots, warehouses, auto repair, outdoor exercise runs)
- Maximum height – 45'
- Minimum 60% masonry
- Minimum 20% open space
- No outdoor storage permitted

Site Layout:

The concept plan shows multiple access points in and out of the development from County Line Road and Highway 44, as well as the future extension of SW 11th Street and future north/south road to the west of the project.

An 8' trail is proposed along SW 11th Street. Public sidewalks will be provided on both sides of all internal streets. The park is strategically placed on the west side of the development to allow for expansion west with future development. Detention ponds within the development are proposed to be wet ponds. Any ponds maintained by the City will be designed to support fishing.

Landscape buffers will be provided between commercial and residential areas and along roadways where rear yards back up to the right-of-way.

Streetscaping is proposed along the three major roads to provide tree-lined streets.

STAFF RECOMMENDATION:

Staff would recommend approval of the Meadows 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 3, 2021~~

~~June 18, 2021~~

July 8, 2021

Civil Engineering Consultants, Inc.

Attn: Ed Arp

2400 86th Street Unit 12

Des Moines, IA 50322

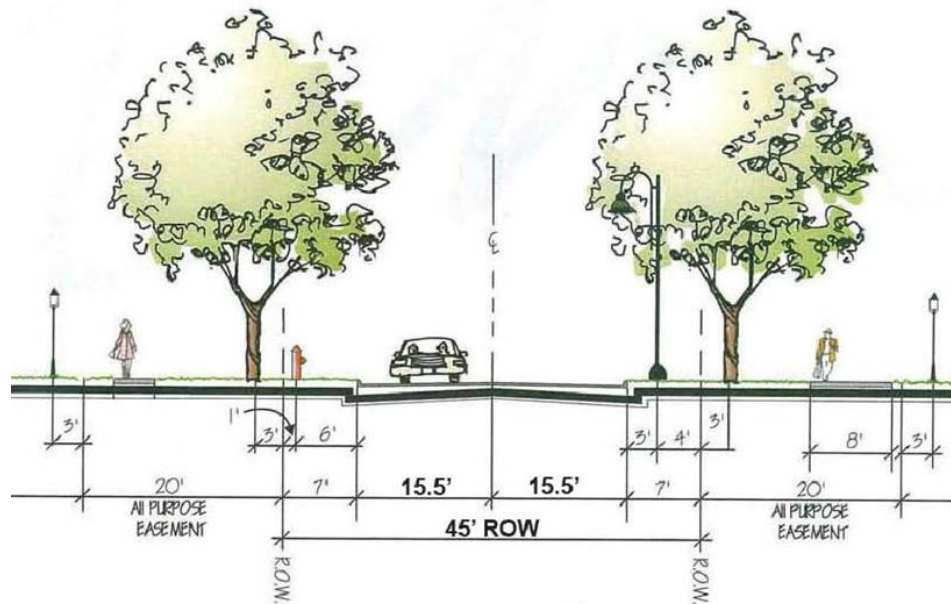
RE: Meadows Rezone

Dear Mr. Arp:

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

General Comments:

- ~~1. Will the detention areas be maintained by the City or privately maintained?~~
- ~~2. Is the pond in the park area going to be a dry pond or wet pond?~~
- ~~3. What zoning classifications are requested? Are you planning to use straight zoning? Or PUD? If PUD is requested, please provide a justification for requesting a PUD. What is the reason for needing PUD zoning.~~
- ~~4. Please provide some desired development standards for each land use type (dwelling unit size, garage size).~~
- ~~5. Label the 8' trail on the north side 11th St on the concept.~~
- ~~6. Buffering will be required along County Line Rd and the future N/S road along the west property line to screen back yards from the ROW. Please label on the concept plan.~~
- ~~7. A streetscape is going to be desired along SW 11th Street and along the main corridors from the full access point off of Highway 44 and the west/east connector street. Staff anticipates utilizing a shrunken ROW, and adjoining City Improvement Easements to create the appearance of a tree lined corridor (trees between sidewalk and street). Staff can provide a cross section.~~



8. The portion along Highway 44 is within the Transportation Corridor overlay. The apartments, commercial, and townhomes would be within the overlay. Buildings in this area would be subject to the overlay architecture standards. 165B of the Grimes Zoning Ordinance.
9. The road along the west property line can be removed due to the transmission lines in that location. The road will be shifted further to the west off of the Meadows property. No ROW dedication will be required along the west property line.
10. Label the ROW widths on the concept plan.
11. The ROW for 11th St should be 70' (37' pavement) with a 15' City Improvement easement on either side of the ROW similar to the cross section provided.
12. The park should be at least 8.56 acres. The detention basin will need to be incorporated into the park with trails and depth for fish to be counted toward the parkland dedication.
13. Please provide a concept for the townhomes and apartments.
14. Please label the acreage of the detention basins.

~~15. Revise the symbology of the west townhome area so it matches the east area.~~

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 9, 2021
(1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: July 6, 2021 at 5:30 at the Grimes City Hall

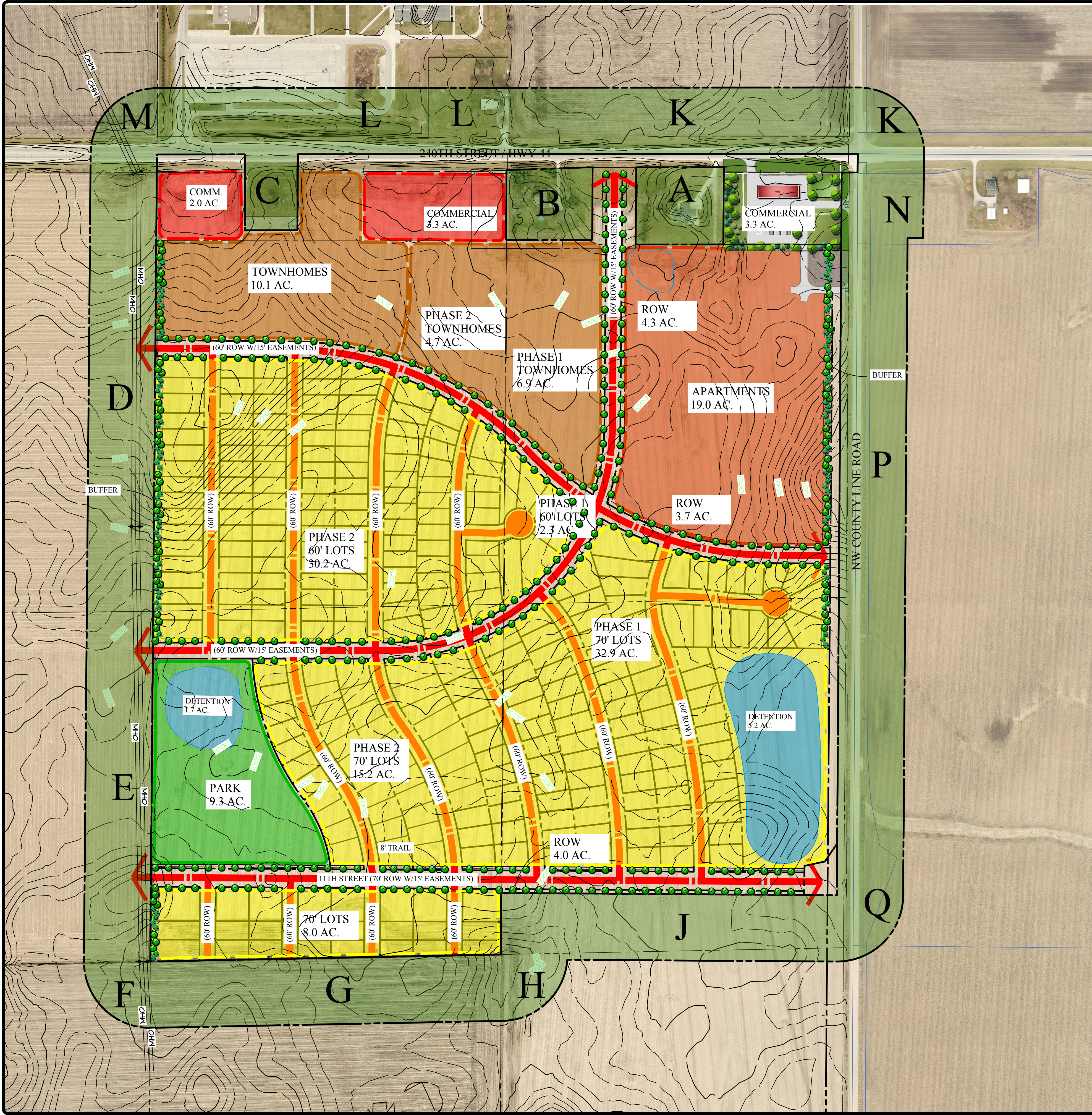
COUNCIL MEETING: July 13, 2021 at 5:30 at the Grimes City Hall

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

Q:\A-FILES\A-2 00\A2106_CED Drawings\Rezoning\A2106 REZONING.dwg, 7/8/2021 3:25:04 PM, mmorgan, L1



LEGAL DESCRIPTION:
THE NORTHEAST FRACTIONAL QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, EXCEPT THE CEMETERY LOT BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING 20 RODS EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 14 RODS; THENCE EAST 12 RODS; THENCE NORTH 14 RODS; THENCE WEST 12 RODS TO THE PLACE OF BEGINNING, AND EXCEPT PARCEL A OF THE NE 1/4 OF SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2003 AT PAGE 218665, AND EXCEPT PARCEL "CC" OF THE NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2012 AT PAGE 209006, AND EXCEPT PARCEL "18-150" OF THE SE 1/4 NE 1/4 OF SECTION 01, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA, AN OFFICIAL PARCEL RECORDED IN BOOK 2019, PAGE 2521 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF GRIMES, DALLAS COUNTY, IOWA.

AREA
941,446 SF REZONING AREA

LEGEND

- NEIGHBORING AREAS WITHIN 250' OF REZONING
- AREA BEING REZONED TO R-2 60' SINGLE FAMILY RESIDENTIAL
- AREA BEING REZONED TO R-2 60' SINGLE FAMILY RESIDENTIAL
- AREA BEING REZONED TO R-3 MED MULTI-FAMILY RESIDENTIAL
- AREA BEING REZONED TO R-3 HIGH MULTI-FAMILY RESIDENTIAL
- AREA BEING REZONED TO C-1 COMMERCIAL

REZONING NEIGHBOR LIST

Name of Property Owner	Property Address	Mailing Address
A Connie S Tuttle Living Trust	2150 W 1st St.	P.O. Box 379, Grimes, IA 50111
B Scott T & Elaine L Stokely	2250 W 1st St.	
C Adams Township Board of Trustees		35015 L Ave, Adel, IA 50003
D J. Dennis Bohrofen		801 Jazzwood Dr., Grimes, IA 50111
E J. Dennis Bohrofen		801 Jazzwood Dr., Grimes, IA 50111
F Petersen, LLC		5305 Glen Oaks Way, West Des Moines, IA 50266
G Petersen, LLC		5305 Glen Oaks Way, West Des Moines, IA 50266
H Dallas Center, Grimes Community School District	2555 W 1st St., Grimes, IA 50111	
J Dallas Center, Grimes Community School District	2555 W 1st St., Grimes, IA 50111	
K Lorraine E. Ellis	23831 Y Ave	
L Dallas Center, Grimes Community School District	2555 W 1st St., Grimes, IA 50111	
M Phyllis R Wise Rev. Trust		30049 240th St., Dallas Center, IA 50063
N Michael F. & Chereen L. Broderick	14172 NW 70th Ave.	
P Vincent R., Michael F. and Chereen L. Broderick	14172 NW 70th Ave.	
Q Vincent R. & Michael F. Broderick	14172 NW 70th Ave.	

SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")



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



DATE:	07-08-2021
DATE OF SURVEY:	
DESIGNED BY:	
DRAWN BY:	

THE MEADOWS
GRIMES, IOWA
CONCEPT PLAN

SHEET
OF 1
A-216

4. Application for a State Revolving Loan and to Make Available to the Public the Contents of an Environmental Information Document and the Grimes WRA Sanitary Sewer Project Plan

(Will be available on Monday)



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

1831 SE Princeton Drive – Site Plan

SYNOPSIS:

Paramount Kitchen & Bath is requesting approval of a site plan for a 16,660 square foot warehouse and showroom located at 1831 SE Princeton Drive. Approximately 9,891 square feet is proposed to be warehouse and the remaining 6,769 square feet is proposed as showroom.

The property is located within the M-1A zoning district and is within Zone 1 of the Highway 141 Mixed Use Development Corridor District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat - 2002

BOARD/COMMISSION ACTION(S):

Approved by Planning and Zoning Commission – 07/06/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for 1831 SE Princeton Drive subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: July 6, 2021
RE: 1831 SE Princeton Drive – Site Plan

GENERAL INFORMATION:

Applicant:

Paramount Kitchen & Bath

Requested Action

Site Plan

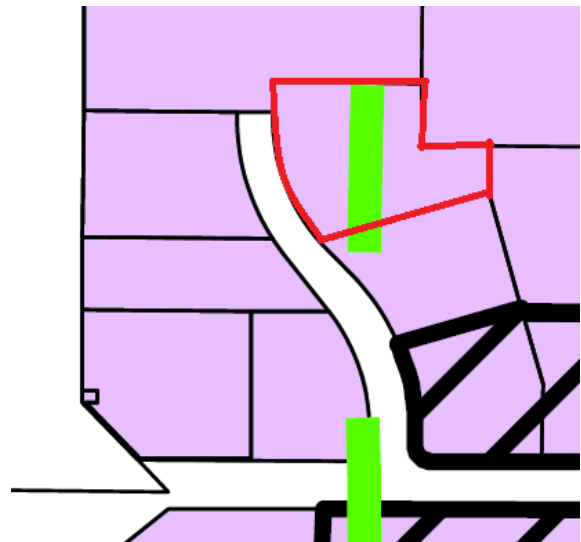
Location

1831 SE Princeton Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Light Industrial	M-1A
North	Vacant	Mixed Use 2	M-1A
South	Warehouse	Light Industrial	M-1A
East	Industrial	Light Industrial	M-1A
West	Retail	Mixed Use 2	M-1A

BACKGROUND:

Paramount Kitchen & Bath is requesting approval of a site plan for a 16,660 square foot warehouse and showroom located at 1831 SE Princeton Drive. Approximately 9,891 square feet is proposed to be warehouse and the remaining 6,769 square feet is proposed as showroom.

The property is located within the M-1A zoning district and is within Zone 1 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of stone and brick with metal and Nichiha accents. The dumpster enclosure will be constructed of brick to match the building with a metal gate. Wall sconces and recessed down lighting, and interior lighting within the clerestory windows will be used to highlight the building architecture. The elevations appear to meet all of the minimum architectural standards within the Highway 141 Zone 1 Overlay.

Site Layout:

The site will be accessed from two driveways off of SE Princeton Drive which will line up with the driveways across the street at the Green Horizon retail center. Pedestrian connectivity is provided via a 5-foot sidewalk along SE Princeton Drive with a sidewalk connection leading to the building.

Pole mounted light fixtures will be provided throughout the parking lot.

Parking:

The site provides the minimum required number of parking spaces for the site with 32 total parking spaces provided. Loading spaces are provided at the rear of the building at the garage doors.

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 parking islands, around the transformer, and along the building foundation. The groundcover will be sod.

Utilities:

A new 6" sanitary sewer will connect to the existing 10" sanitary sewer on the east side of SE Princeton and run east to the building.

A new 6" water service will connect to the existing 8" main located on the west side of SE Princeton Drive and will be constructed east to connect to the building. The building is proposed to be fitted with a fire suppression system and therefore an FDC is provided. Appropriate hydrant coverage is provided.

Stormwater is managed onsite within a detention basin located at the southwest corner of the site along SE Princeton Drive.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for 1831 SE Princeton Drive 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 2, 2021~~

~~June 15, 2021~~

~~June 29, 2021~~

July 1, 2021

Snyder & Associates, Inc.

Attn: Korey Marsh

2727 SW Snyder Blvd

Ankeny, Iowa 50023

RE: 1831 SE Princeton Drive

Dear Mr. Marsh:

The Development Services Department is in receipt of a proposed Site Plan for 1831 SE Princeton Drive – Paramount Kitchen and Bath. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~How many employees will there be in the showroom and in the warehouse at this site?~~
2. ~~Provide \$250 SWPPP fee.~~

Sheet C101:

1. ~~Please list the open space required vs. provided. Please update required open space to 20%.~~
2. ~~Please list the proposed use.~~
3. ~~Under utility contacts, please update US Water contact information to Nick Deardorff ndeardorff@uswatercorp.net (515) 822-4501.~~
4. ~~City of Grimes Standard Notes (B.) please update information to Tony Hanson City of Grimes Engineering Department (515) 986-4050.~~

Sheet C200:

1. ~~Move the ADA parking closer to the front door. ADA spaces are supposed to be located nearest along the accessible route.~~
2. ~~Provide a sidewalk connection from SE Princeton to the building.~~
3. ~~Provide stop sign locations at the entrances.~~
4. ~~Label public sidewalk 5' wide.~~
5. ~~Please show the missing section of sidewalk north of the driveway extending to the north property line as future sidewalk.~~
6. ~~Construction note 3.C. calls out 6' depth prepared subgrade. Please revise.~~

Sheet C300:

1. ~~The hydrant coverage for the proposed building does not meet the requirements of Section 507.5.1 of the City of Grimes Fire Code, which requires hydrant coverage along an approved route around the building. Additional hydrant coverage is needed for the rear of the building.~~
2. ~~The supply line for the fire sprinkler system shall be a minimum of 6" per Section 24.1.3.2 of NFPA 13. Verify that the supply is size appropriately.~~
3. ~~Verify there is enough room to connect 12" RCP to existing intake manhole.~~

Sheet 400:

1. ~~Please add the following items to the quantities~~
 - a. ~~Stabilization (seeding, mulch, sod etc.)~~
 - b. ~~Construction entrance~~
 - c. ~~Concrete washout~~
 - d. ~~Rip rap type~~
2. ~~Provide inlet protection to the street intakes directly adjacent to the site.~~
3. ~~Show the provide the location construction entrance, staging area, dumpster, and portable restroom facility.~~

Sheet C401:

- ~~1. Please provide the slope and cross slopes for the sidewalk ramps and ADA parking spaces at right angles. Do not show the slope at a diagonal.~~

Sheet C500:

- ~~1. Staff recommends and prefers that the bottom of the basin be sodded. Seeded ponds typically do not establish well and will require continued quarterly inspections.~~
- ~~2. Please update the minimum open space shrub requirement. Should be 37. (1/500 sf)~~
- ~~3. Update Princeton Dr landscaping to include the shrub requirements. Shrubs required every 4'. Please revise.~~
- ~~4. Remove the perimeter barrier landscape requirement. That applies to properties next to residential.~~
- ~~5. Please try to move the south tree along SE Princeton farther away from the sanitary sewer.~~

Architecture:

- ~~1. Is there any other lighting proposed for the building other than the wall light fixtures? Are there any LED light strips or colored lighting? Please provide details for all proposed lighting. Any lighting changes will need to be approved by P&Z and Council.~~
2. Provide up lighting on the west elevation. Provide cut sheets. Add lighting location to elevation drawing. **Provide cut sheets.**
- ~~3. Provide list of 5 treatments demonstrated on the building per 165A.24 pg. 15.~~
- ~~4. Will there be any roof top equipment? If so, please provide screening details (material, color, elevation) and add to the elevation drawings.~~
- ~~5. Label glazing percentage for the west elevation.~~
- ~~6. Please provide material percentages for each elevation excluding glass and doors.~~
7. Provide dumpster elevation details. **Gate must have a metal frame. Please label.**

SWPPP

1. ~~Provide SWPPP.~~
2. ~~Receiving water is North Walnut Creek, not Little Walnut Creek.~~
3. ~~Provide NPDES permit # and permit once it is received~~
4. Make sure SWPPP is signed by owner, and all contractors.

Stormwater Management Plan (SWMP)

1. ~~Page 1: Table 1, 2-year Q undetained should be 0.463 cfs.~~
2. ~~Page 1: Table 2, 50-year Q(actual) should be 5.969 cfs.~~
3. ~~What type of detention practice is proposed?~~
4. ~~How is treatment being provided?~~
5. ~~Provide existing conditions map.~~
6. ~~As per ISWMM, dry bottom detention basins do not provide water quality. If the basin proposed is a dry detention basin, a different method needs to be used to address treatment.~~
7. ~~Channel Protection Volume Calculations: The calculation should be made for the entire site, not just the detained area.~~
8. ~~Storm Sewer Design: Check all slopes, sizes, and sections. Make sure they line up with plans.~~
9. ~~P-14, Why is there a different intensity for this section?~~
10. ~~Basin Modeling: Is the perforated pipe 3" or 4"? UP says 4", detail says 3". The perforated pipe should be modeled by using exfiltration and specifying the exfiltration rate. This is what is infiltrated through the trench. Then the opening on the sides of the intake should be put back as orifice "C" in the model. Redo model, update spreadsheets, and update hydrograph sheets.~~
11. ~~Caution the use of an infiltration basin in this area. The existing soils are type C/D.~~

- ~~12. If P-14 is only sized for the 5-year event than annotate that somehow. It is on a 100-yr spreadsheet. Since it is not sized for the 100-yr event, show calculation of gutter depth before it bypasses to the curb cut.~~
- ~~13. Provide final signed SWMP.~~

Site Plan

- ~~1. C300 & C600: How large is the opening on ST-15A~~
- ~~2. C300: Label storm sewer pipes.~~
- ~~3. C300: ST-15B needs to be capped on top. This structure cannot be an area intake but can be a cleanout.~~
- ~~4. C300: How is P-14, trench drain connecting to the storm sewer?~~

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 8, 2021~~
June 21, 2021
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: July 6, 2021 at 5:30 at the Grimes City Hall

COUNCIL MEETING: July 13, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

1" = 500'

DEVELOPER
J CORP INC.
1680 SW ANKENY ROAD, SUITE 200
ANKENY, IOWA 50023
CONTACT: BEN JENSEN
PHONE: (515) 597-5457

Index of Sheets	
Sheet Number	Sheet Title
C100	TITLE SHEET
C101	PROJECT INFORMATION
C200	DIMENSION PLAN
C300	UTILITY PLAN
C400	GRADING & EROSION CONTROL PLAN
C401	GRADING & EROSION PLAN DETAILS
C500	PLANTING PLAN
C600	SITE DETAILS

	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. Korey M. Marsh, P.E. _____ Date _____ License Number P25347 My License Renewal Date is December 31, 2022 Pages or sheets covered by this seal: _____ _____ _____ _____
---	--

1831 SE PRINCETON DRIVE

TITLE SHEET

SNYDER & ASSOCIATES, INC.

GRIMES, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

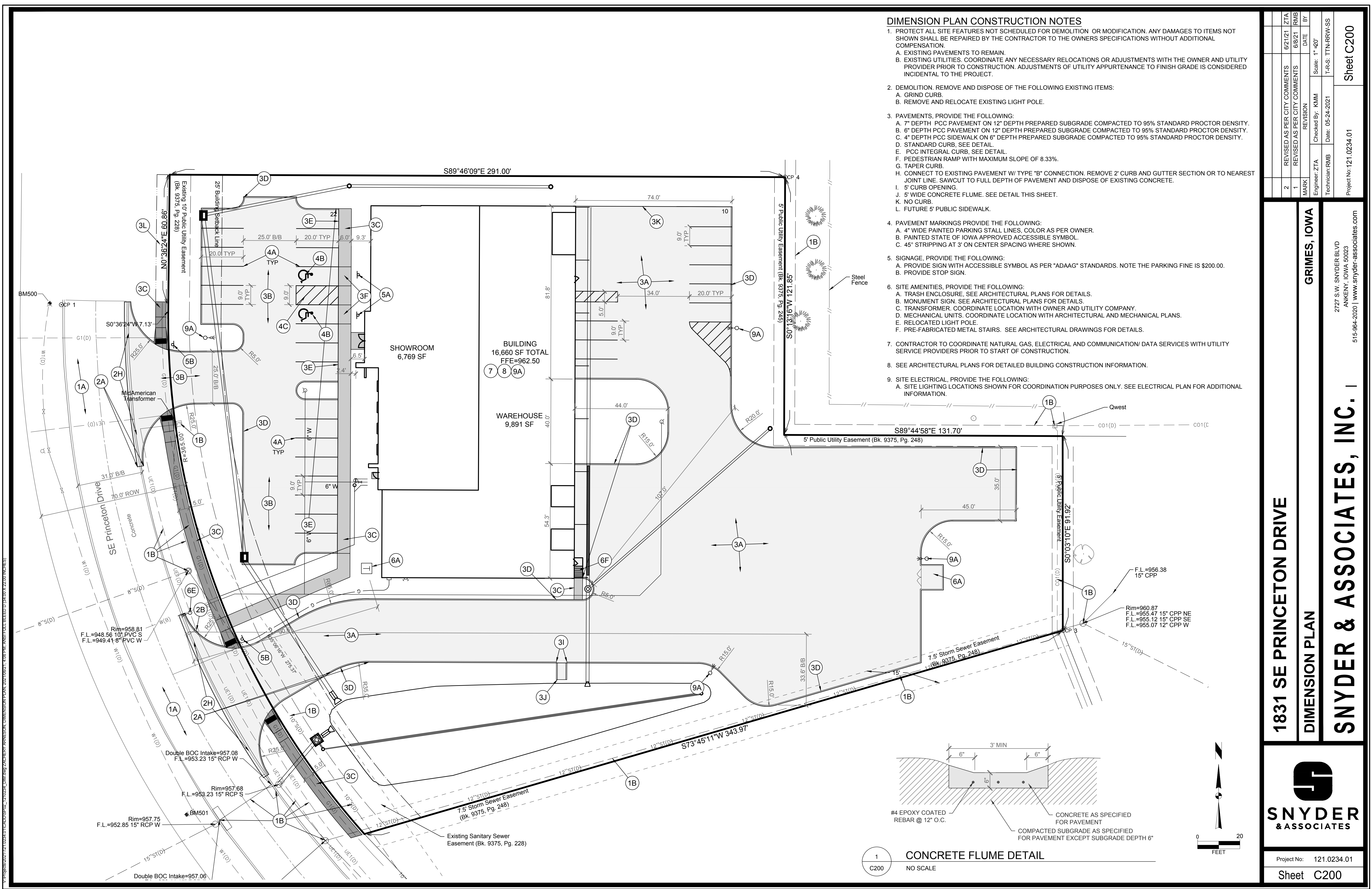


SNYDER
& ASSOCIATES

Project No: 121.0234.01

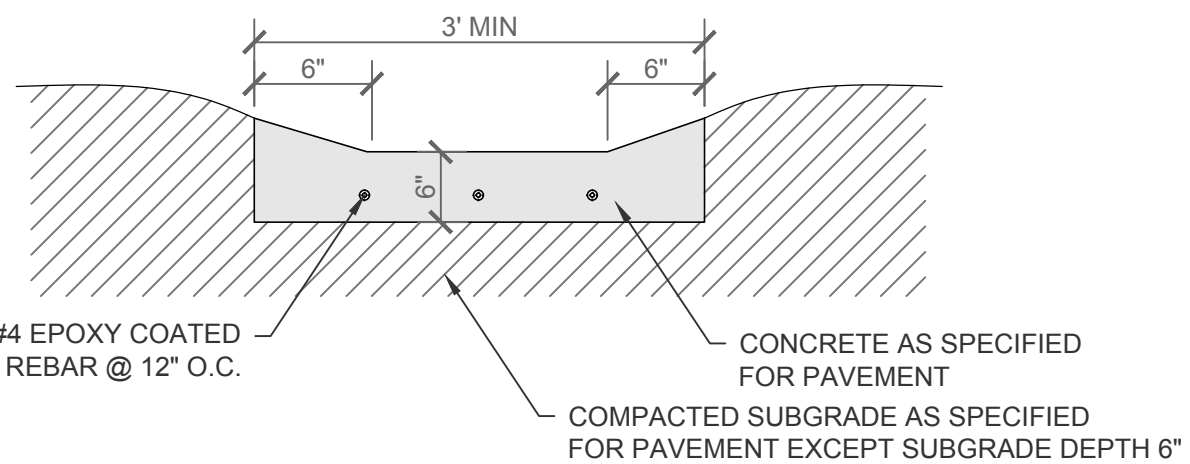
Sheet C100

[illegible]



DIMENSION PLAN CONSTRUCTION NOTES

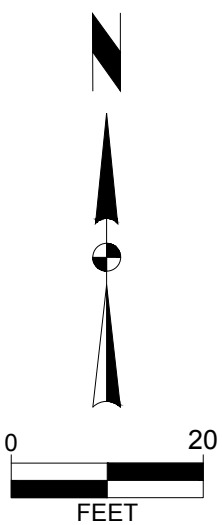
- PROTECT ALL SITE FEATURES NOT SCHEDULED FOR DEMOLITION OR MODIFICATION. ANY DAMAGES TO ITEMS NOT SHOWN SHALL BE REPAIRED BY THE CONTRACTOR TO THE OWNERS SPECIFICATIONS WITHOUT ADDITIONAL COMPENSATION.
 - EXISTING PAVEMENTS TO REMAIN.
 - EXISTING UTILITIES. COORDINATE ANY NECESSARY RELOCATIONS OR ADJUSTMENTS WITH THE OWNER AND UTILITY PROVIDER PRIOR TO CONSTRUCTION. ADJUSTMENTS OF UTILITY APPURTENANCE TO FINISH GRADE IS CONSIDERED INCIDENTAL TO THE PROJECT.
- DEMOLITION. REMOVE AND DISPOSE OF THE FOLLOWING EXISTING ITEMS:
 - GRIND CURB.
 - REMOVE AND RELOCATE EXISTING LIGHT POLE.
- PAVEMENTS, PROVIDE THE FOLLOWING:
 - 7" DEPTH PCC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 6" DEPTH PCC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 4" DEPTH PCC SIDEWALK ON 6" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - STANDARD CURB, SEE DETAIL.
 - PCC INTEGRAL CURB, SEE DETAIL.
 - PEDESTRIAN RAMP WITH MAXIMUM SLOPE OF 8.33%.
 - TAPER CURB.
 - CONNECT TO EXISTING PAVEMENT W/ TYPE "B" CONNECTION. REMOVE 2' CURB AND GUTTER SECTION OR TO NEAREST JOINT LINE. SAWCUT TO FULL DEPTH OF PAVEMENT AND DISPOSE OF EXISTING CONCRETE.
 - 5' CURB OPENING.
 - 5' WIDE CONCRETE FLUME. SEE DETAIL THIS SHEET.
 - NO CURB.
 - FUTURE 5' PUBLIC SIDEWALK.
- PAVEMENT MARKINGS PROVIDE THE FOLLOWING:
 - 4" WIDE PAINTED PARKING STALL LINES. COLOR AS PER OWNER.
 - PAINTED STATE OF IOWA APPROVED ACCESSIBLE SYMBOL.
 - 45' STRIPPING AT 3' ON CENTER SPACING WHERE SHOWN.
- SIGNAGE, PROVIDE THE FOLLOWING:
 - PROVIDE SIGN WITH ACCESSIBLE SYMBOL AS PER "ADAAG" STANDARDS. NOTE THE PARKING FINE IS \$200.00.
 - PROVIDE STOP SIGN.
- SITE AMENITIES, PROVIDE THE FOLLOWING:
 - TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - MONUMENT SIGN. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - TRANSFORMER. COORDINATE LOCATION WITH OWNER AND UTILITY COMPANY.
 - MECHANICAL UNITS. COORDINATE LOCATION WITH ARCHITECTURAL AND MECHANICAL PLANS.
 - RELOCATED LIGHT POLE.
 - PRE-FABRICATED METAL STAIRS. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL AND COMMUNICATION/ DATA SERVICES WITH UTILITY SERVICE PROVIDERS PRIOR TO START OF CONSTRUCTION.
- SEE ARCHITECTURAL PLANS FOR DETAILED BUILDING CONSTRUCTION INFORMATION.
- SITE ELECTRICAL, PROVIDE THE FOLLOWING:
 - SITE LIGHTING LOCATIONS SHOWN FOR COORDINATION PURPOSES ONLY. SEE ELECTRICAL PLAN FOR ADDITIONAL INFORMATION.



1
C200

CONCRETE FLUME DETAIL

NO SCALE



1831 SE PRINCETON DRIVE

DIMENSION PLAN

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 121.0234.01

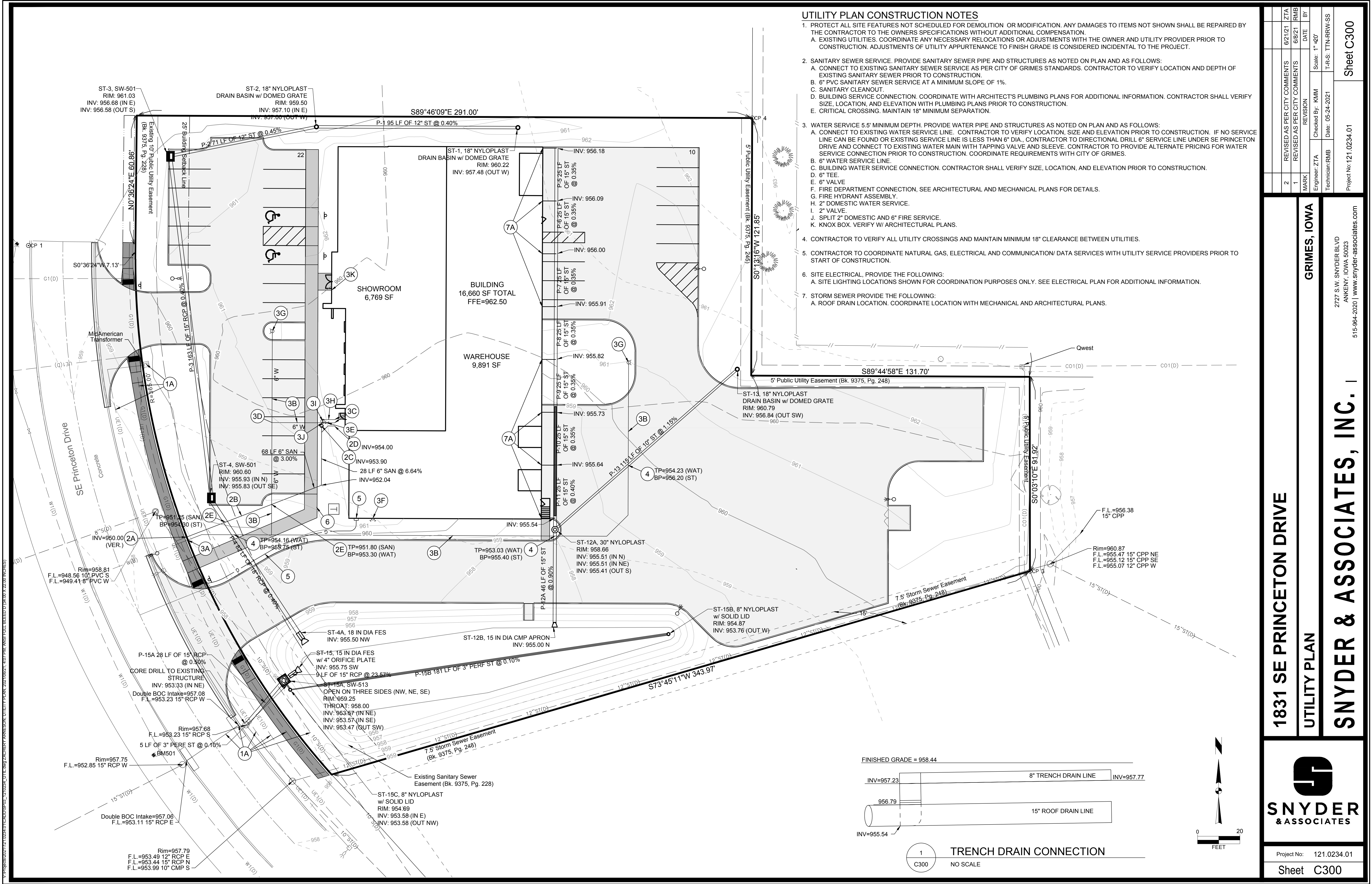
Sheet C200

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Sheet C200

Project No: 121.0234.01

REVISION	DATE	BY
2	REVIS AS PER CITY COMMENTS	6/21/21 ZTA
1	REVIS AS PER CITY COMMENTS	6/21/21 RMB
MARK	DATE	BY
Engineer: ZTA	Checked By: KMM	Scale: 1"=20'
Technician: RMB	Date: 05-24-2021	T-R-S: TTN-RRW-SS



1831 SE PRINCETON DRIVE

UTILITY PLAN

SNYDER & ASSOCIATES

Project No: 121.0234.01

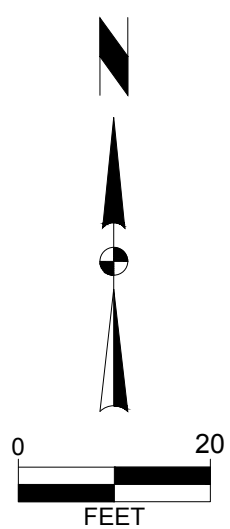
Sheet C300

GRIMES, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

2	REVISED AS PER CITY COMMENTS	6/21/21	ZTA
1	REVISED AS PER CITY COMMENTS	6/21	RMB
MARK	REVISION	DATE	BY
Engineer: ZTA	Checked By: KMM	Scale: 1"=20'	
Technician: RMB	Date: 05-24-2021	T-R-S: TTN-RRW-SS	

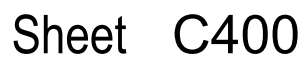
Sheet C300

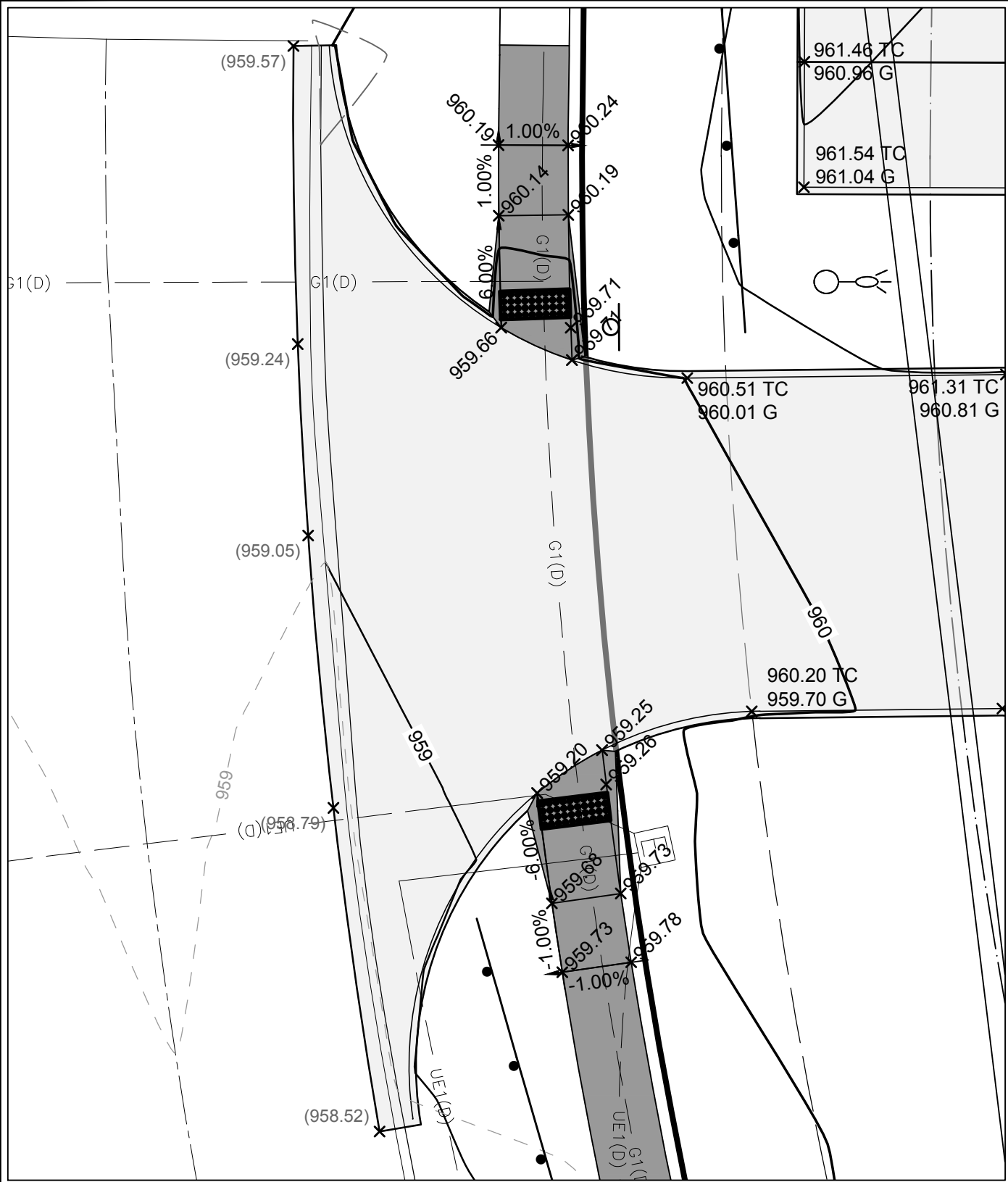


SILT FENCE	= 652 LF
BELOW GRADE INLET PROTECTION	= 4 EA
SEEDING	= 0.58 AC
SOD	= 0.20 AC
CONSTRUCTION ENTRANCE	= 1 EA
CONCRETE WASHOUT	= 1 EA
CLASS "D" RIP RAP	= 35 TONS

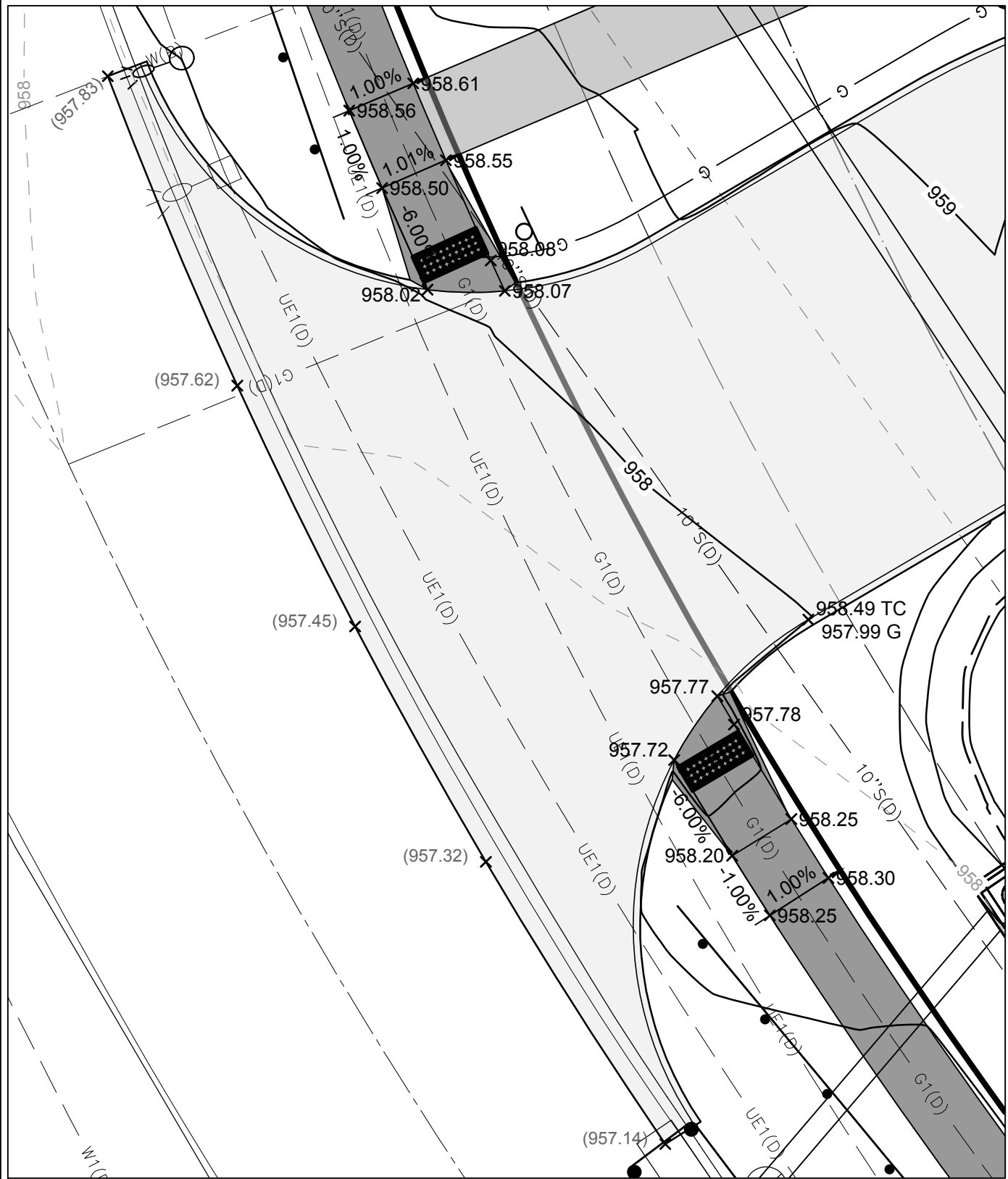
Project No: 121.0234.01 Sheet C400

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

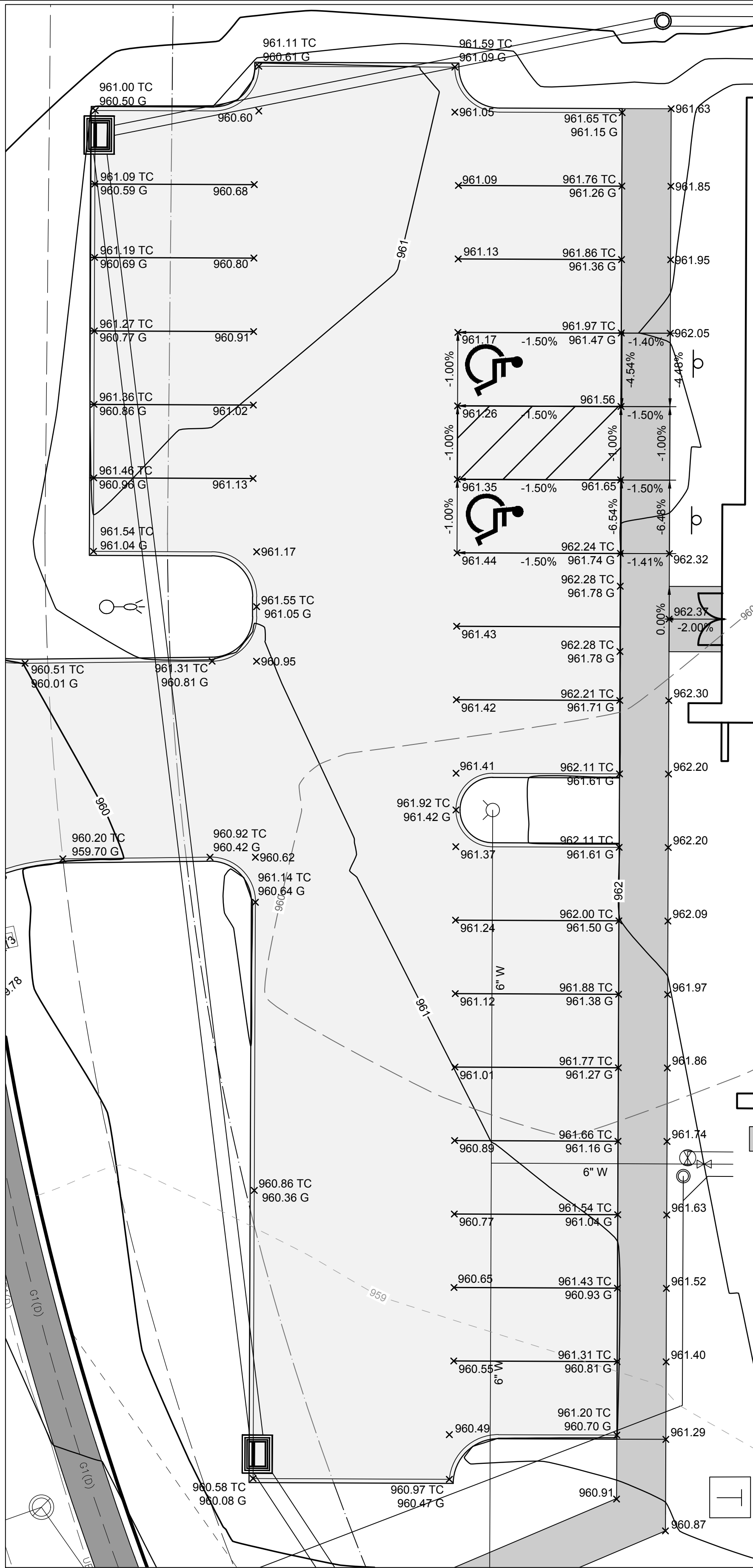




DETAIL A
1" = 10'



DETAIL B
1" = 10'



DETAIL C
1" = 10'

POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

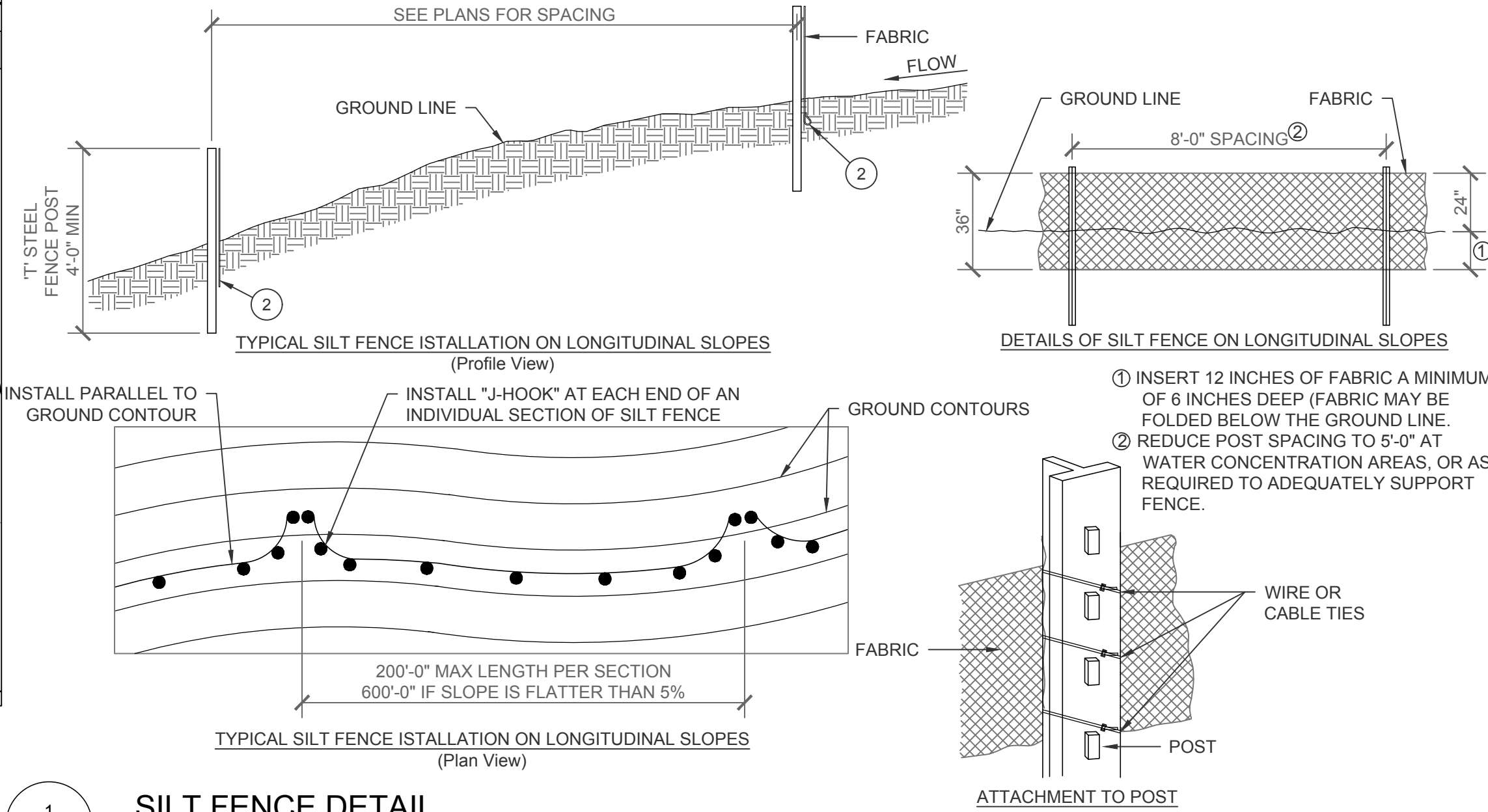
1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY 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.
2. 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

1. 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.
2. 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.
3. 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

1. 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.
2. 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.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. 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:
 - a. 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.
 - b. 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.
 - c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. RESPREAD A MINIMUM OF 8 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
 - i. 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.
 - j. 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.
 - k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".



1
C401

SILT FENCE DETAIL

NO SCALE

1831 SE PRINCETON DRIVE

GRADING & EROSION PLAN DETAILS

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. |



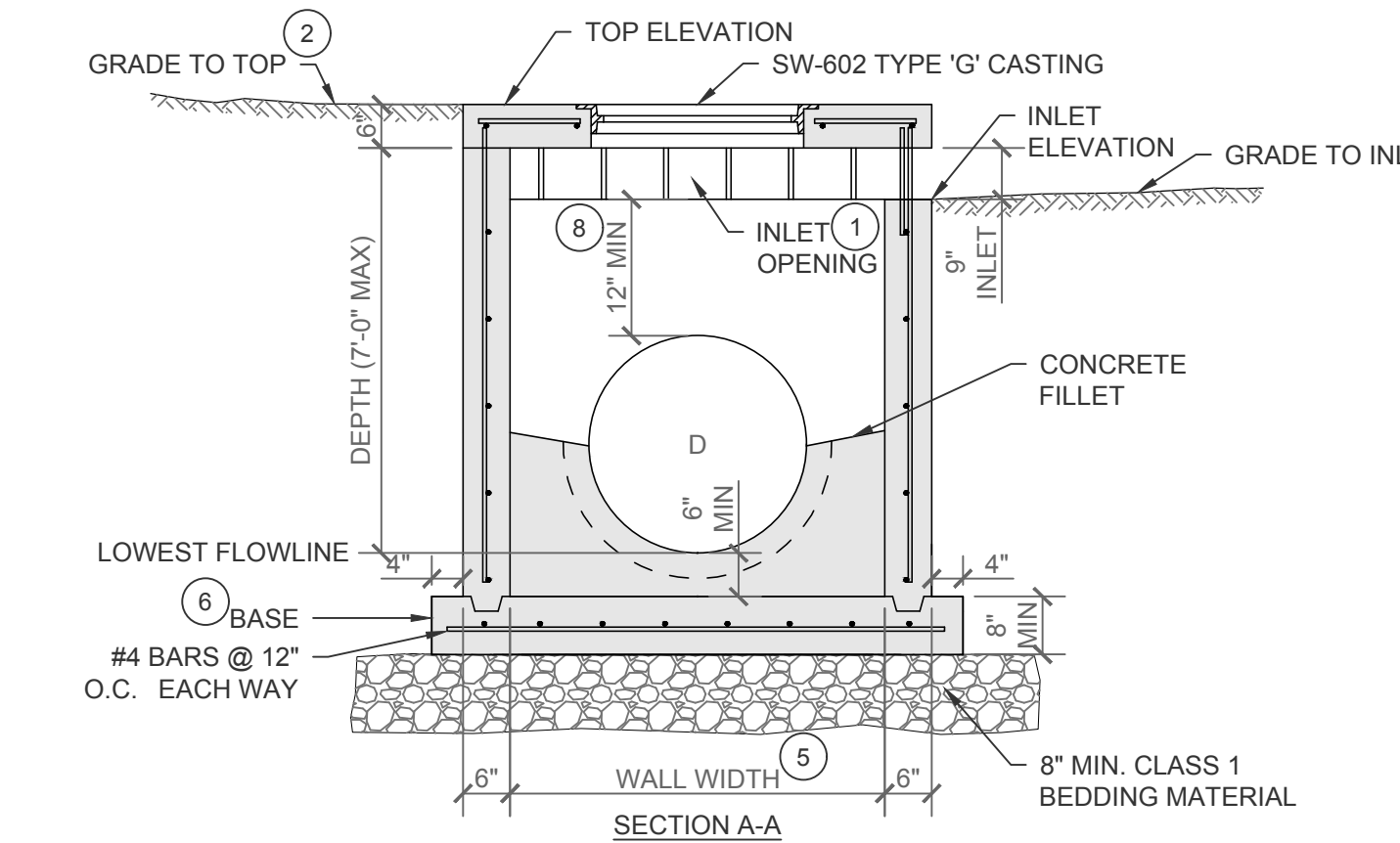
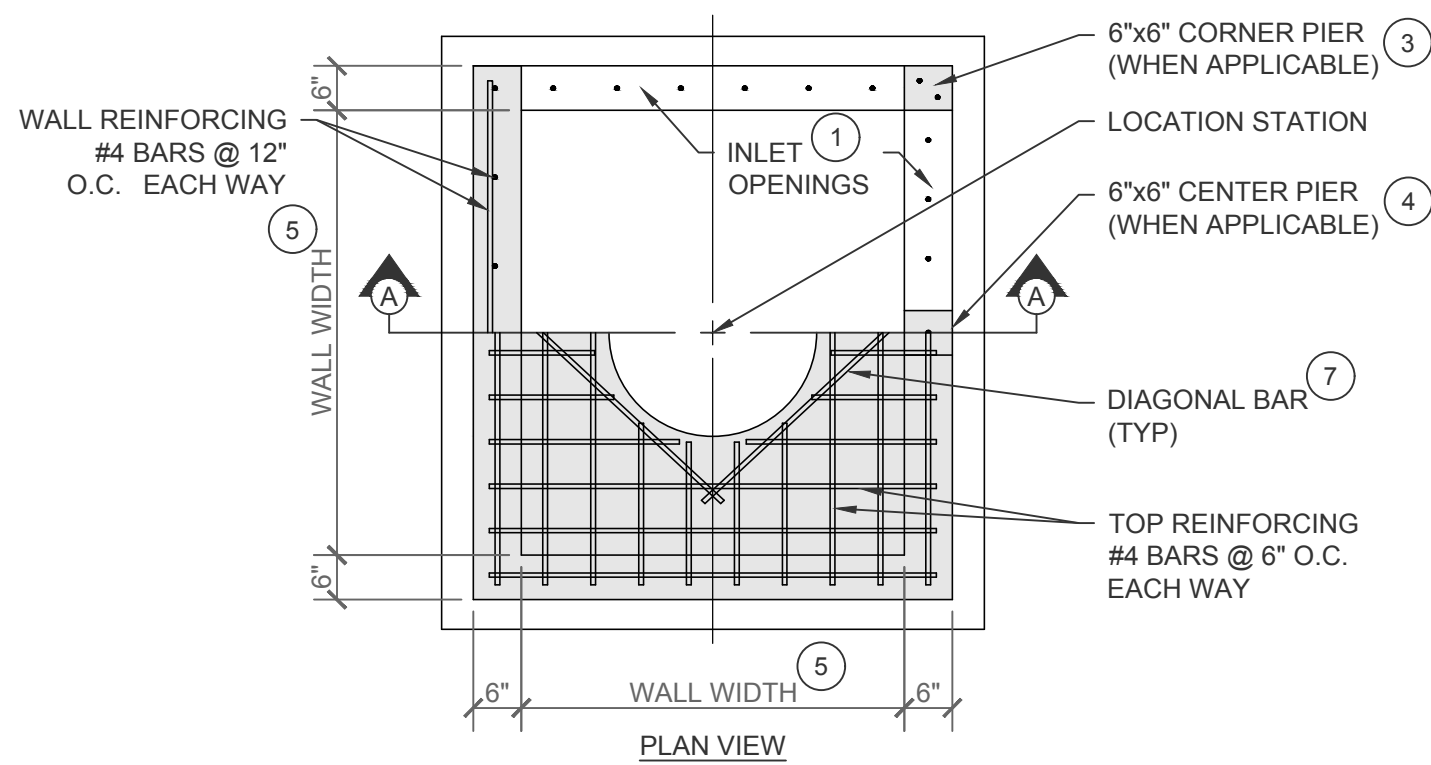
Project No: 121.0234.01

Sheet C401

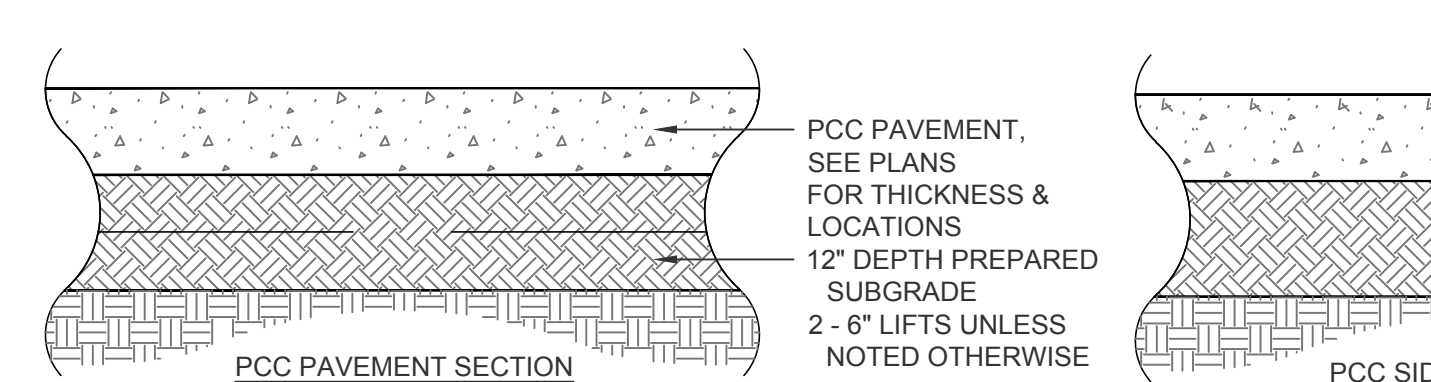
REVISION	DATE	BY	MARK	REVISION	DATE	BY	MARK
2	6/21/21	ZTA		2	6/21/21	ZTA	
1	6/21/21	RMB		1	6/21/21	RMB	
Engineer: ZTA				Checked By: KMM			
Technician: RMB				Date: 05-24-2021			
T-R-S: TTN-RRW-SS				Scale: 1"=10'			
Project No: 121.0234.01				Sheet C401			

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

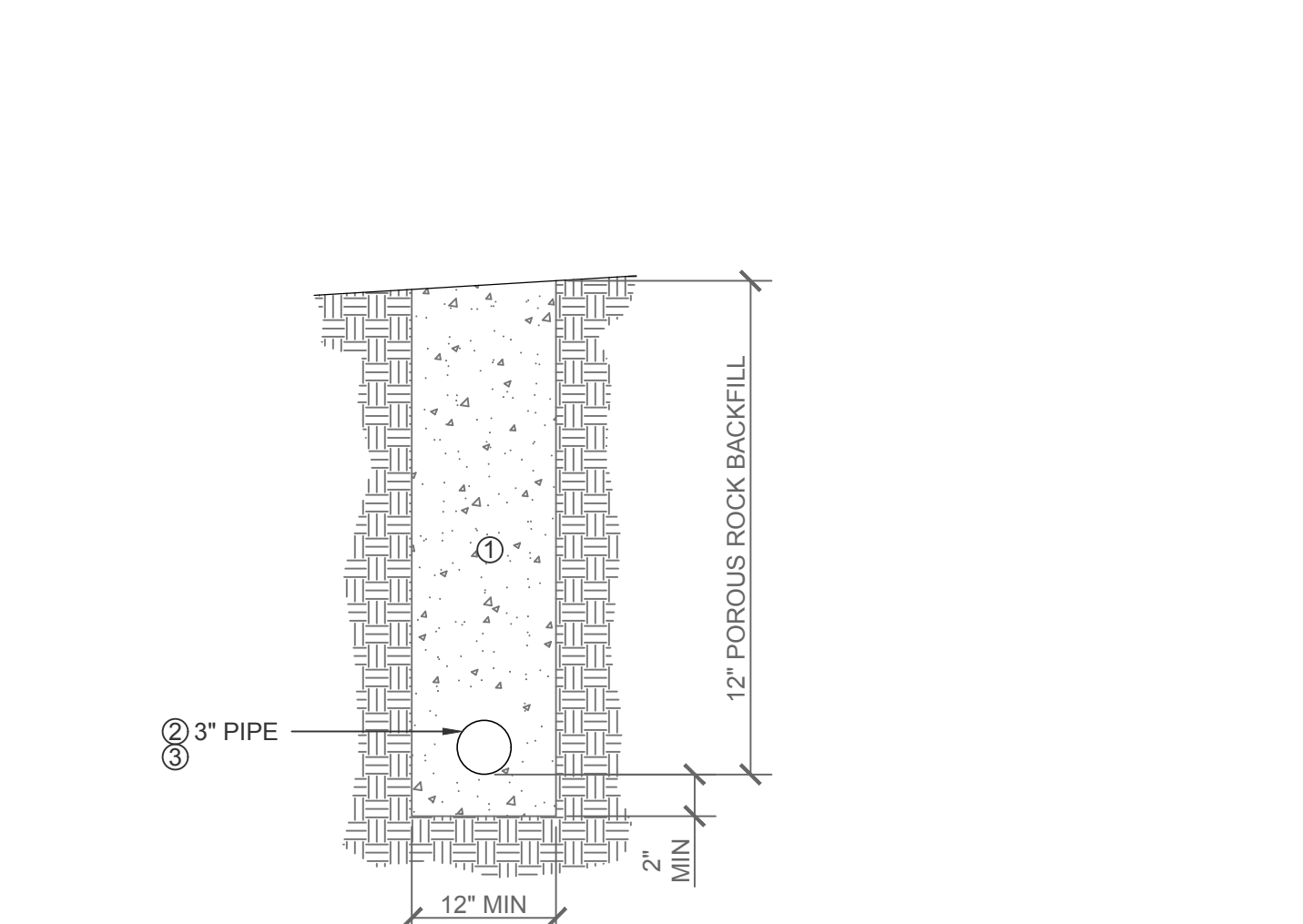




1 SW-513 OPEN-SIDED AREA INTAKE
C600 NO SCALE



7 TYPICAL PAVEMENT CROSS SECTIONS
C600 NO SCALE



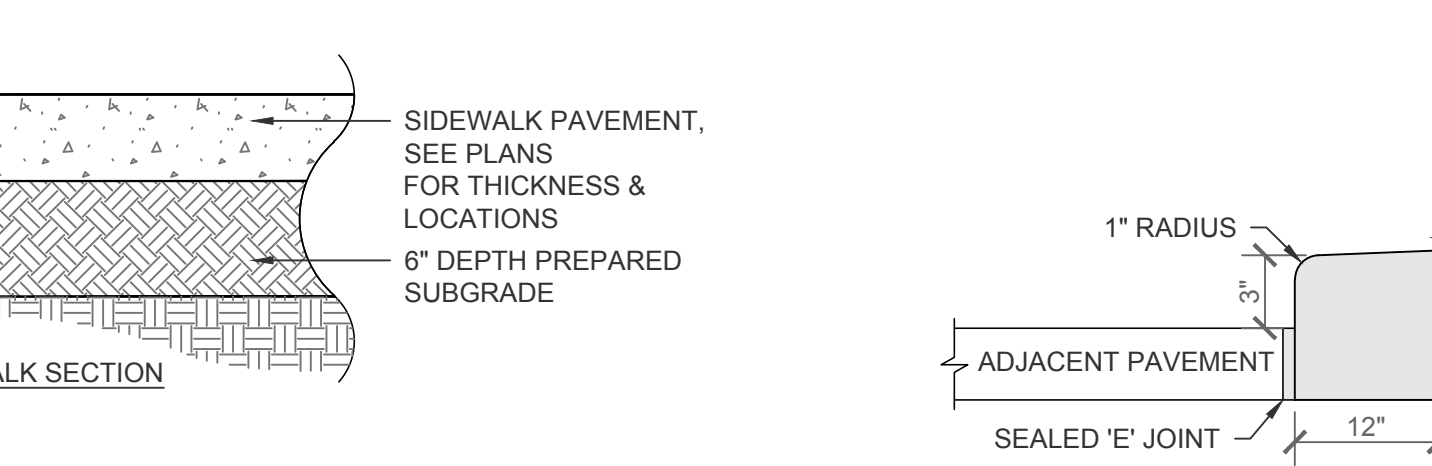
NOTES:
1 BACKFILL ALL SUBDRAIN WITH POROUS BACKFILL (SUDAS 3010, 2, 10).
2 PLACE PERFORATIONS DOWN FOR ALL INSTRUCTIONS.
3 3" PERFORATED POLYETHYLENE CORRUGATED TUBING.
4 PROVIDE 12" NYLOPLAST INLINE DRAINS WITH STANDARD GRATE AT LOCATIONS NOTED ON THE PLANS.

X DRAINAGE SWALE SUBDRAIN DETAIL
C600 NO SCALE

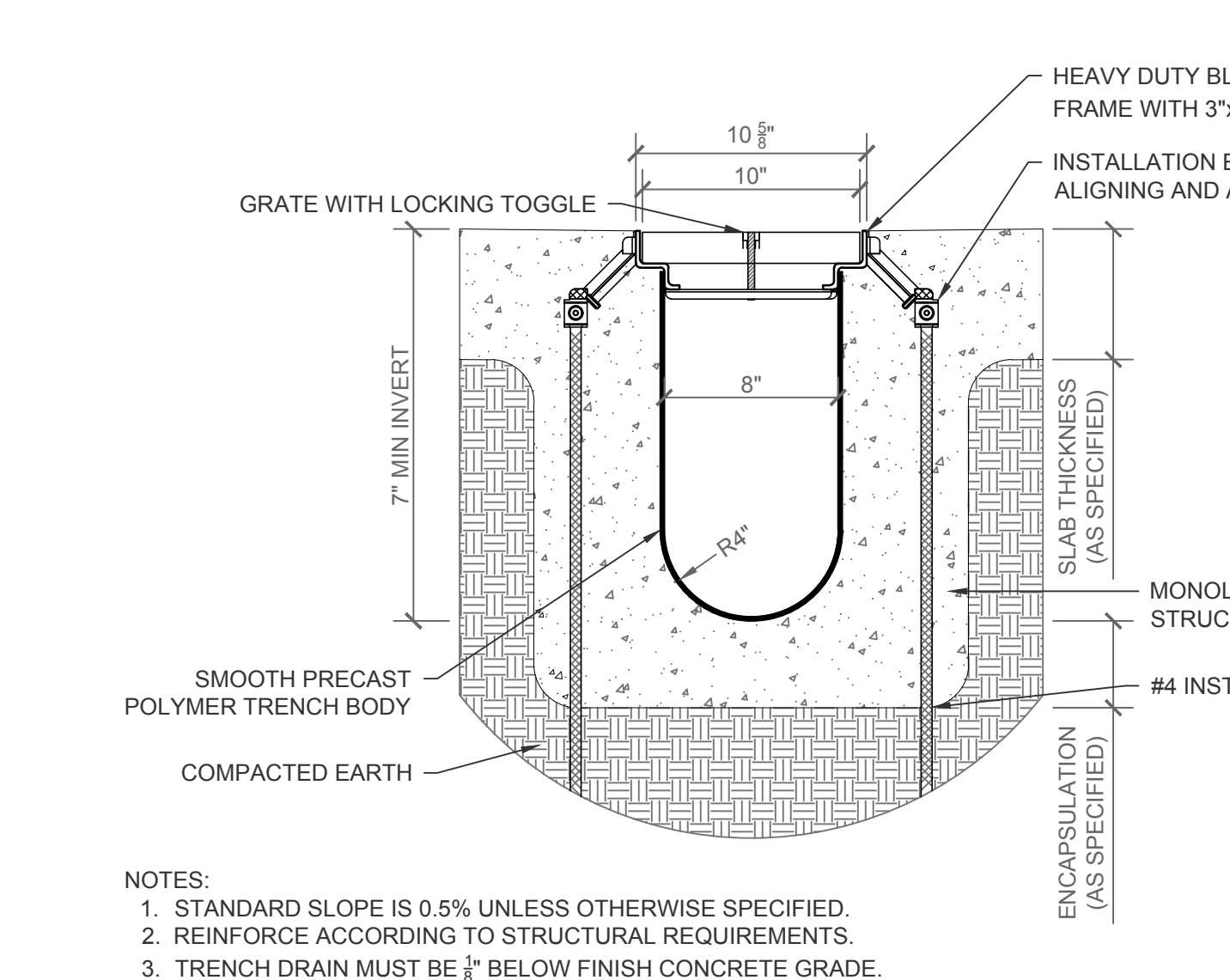
- STRUCTURE MAY BE BUILT WITH OPENINGS ON ANY OR ALL SIDES. PROVIDE OPENINGS AND ORIENTATION AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- ADJACENT WALLS MAY HAVE DIFFERENT WIDTHS BASED UPON PIPE CONFIGURATION, BUT STRUCTURE MUST BE RECTANGULAR.
- 1 CONSTRUCT INLET OPENINGS WITH 15-INCH #4 EPOXY-COATED BARS AT 8 INCHES ON CENTER. EMBED BARS A MINIMUM OF 3 INCHES INTO WALLS AND TOP AT ALL OPENINGS.
 - 2 GRADE TO INLET ELEVATION ON OPEN SIDES. GRADE TO TOP ELEVATION ON CLOSED SIDES.
 - 3 CORNER PIER REQUIRED BETWEEN OPENINGS OF TWO ADJACENT WALLS. EXTEND WALL REINFORCING VERTICALLY THROUGH PIER. INSTALL ONE ADDITIONAL 15-INCH #4 BAR IN PIER.
 - 4 CENTER PIER REQUIRED AT CENTER OF ANY INLET OPENING WITH LENGTH OF 5 FEET OR GREATER. EXTEND WALL REINFORCING VERTICALLY THROUGH PIER. INSTALL ONE ADDITIONAL 15-INCH #4 BAR IN PIER.
 - 5 WALL WIDTHS VARY WITH PIPE DIAMETER. PROVIDE 6 INCHES OF WALL WIDTH (MINIMUM) EACH SIDE OF PIPING OPENING. MINIMUM WALL WIDTH IS 36 INCHES. MAXIMUM WALL WIDTH IS 72 INCHES.
 - 6 CAST-IN-PLACE BASE SHOWN. IF BASE IS PRECAST INTEGRAL WITH WALL, THE FOOTPRINT OF BASE IS NOT REQUIRED TO EXTEND BEYOND THE OUTER EDGE OF THE WALLS.
 - 7 INSTALL FOUR #4 DIAGONAL BARS AT ALL PIPE OPENINGS.
 - 8 12" MINIMUM WALL HEIGHT ABOVE ALL PIPES.



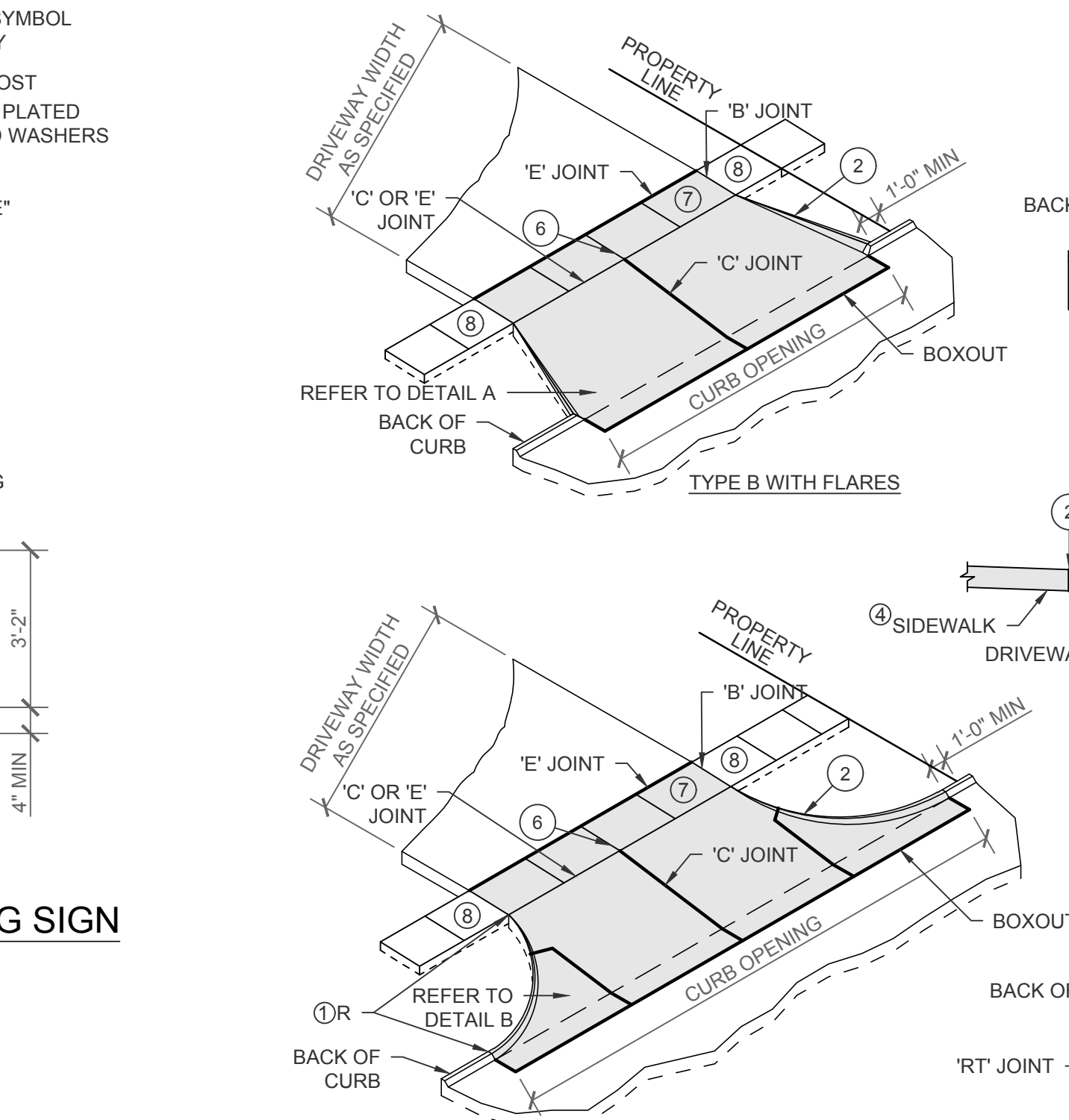
5 6-INCH STANDARD CURB
C600 NO SCALE



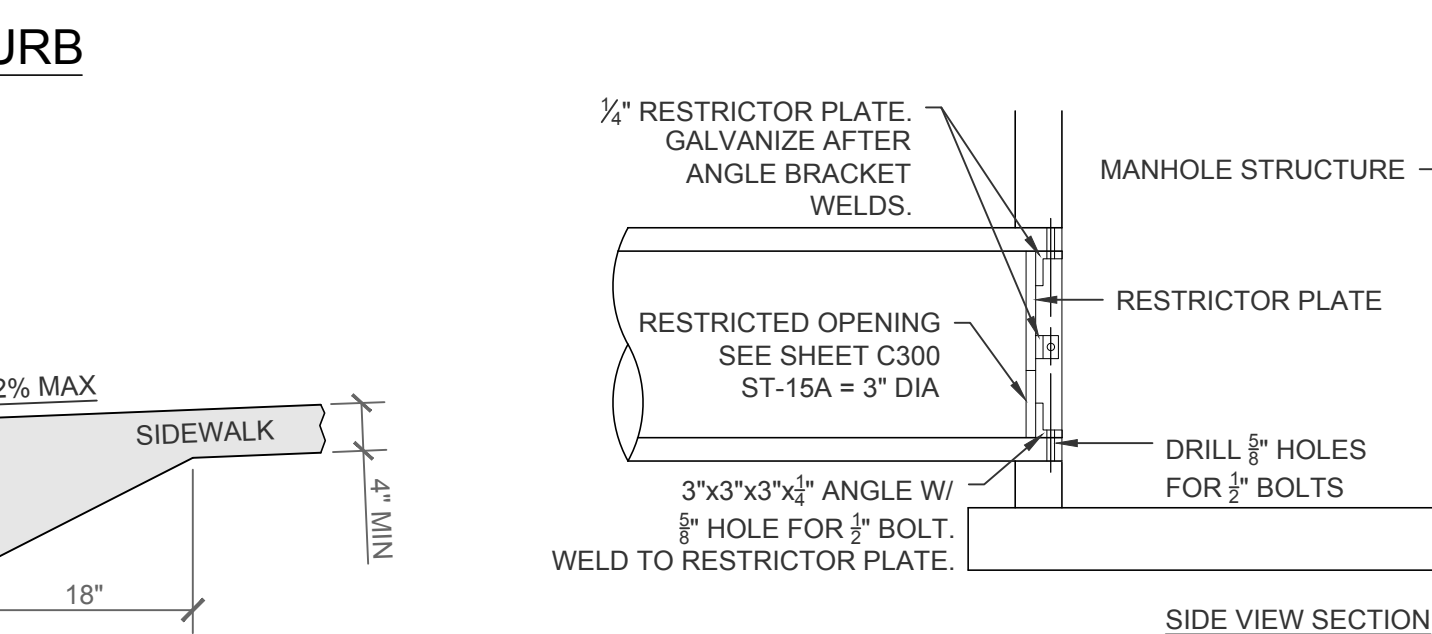
6 INTEGRAL SIDEWALK AND CURB DETAIL
C600 NO SCALE



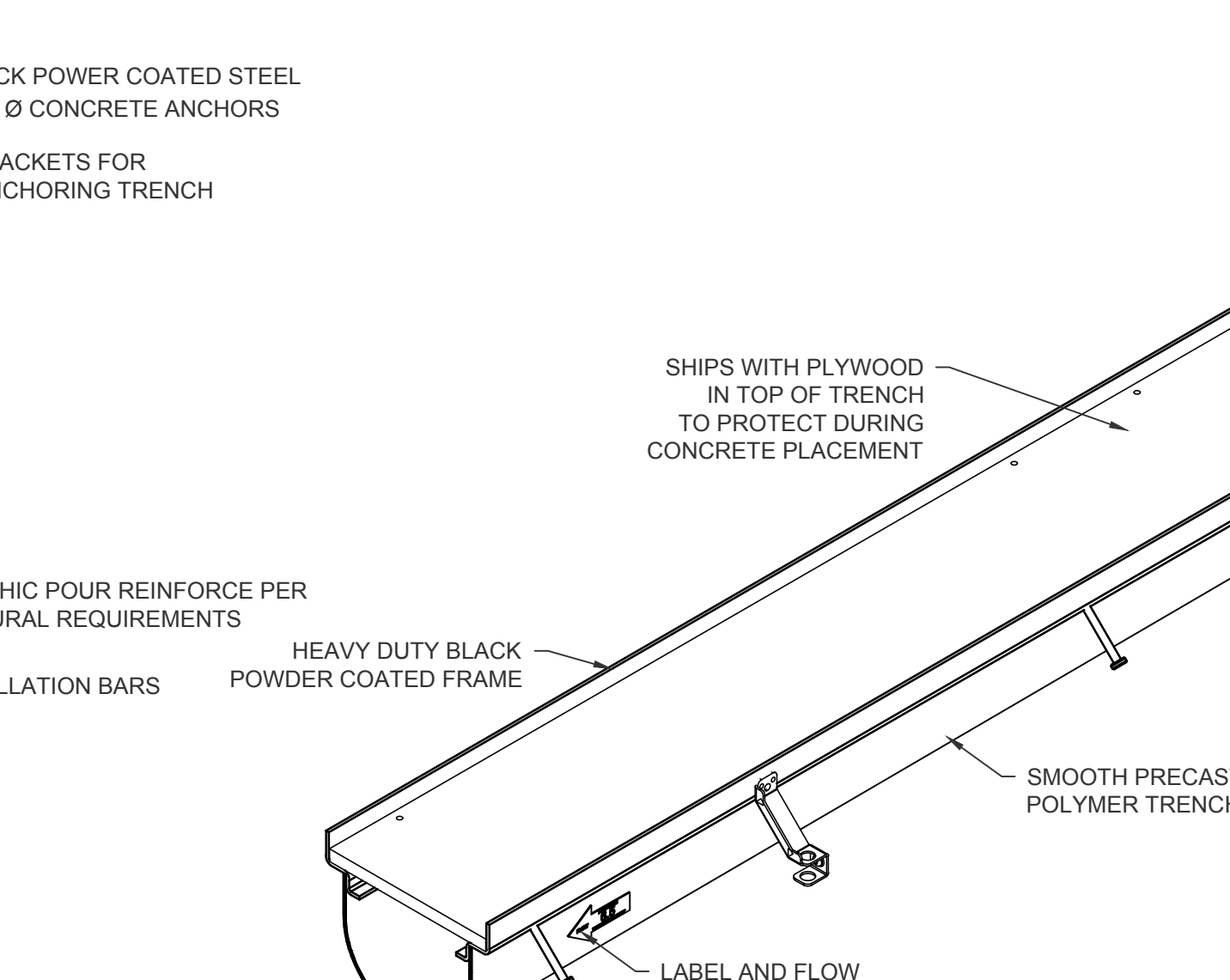
8 TRENCH DRAIN
C600 NO SCALE



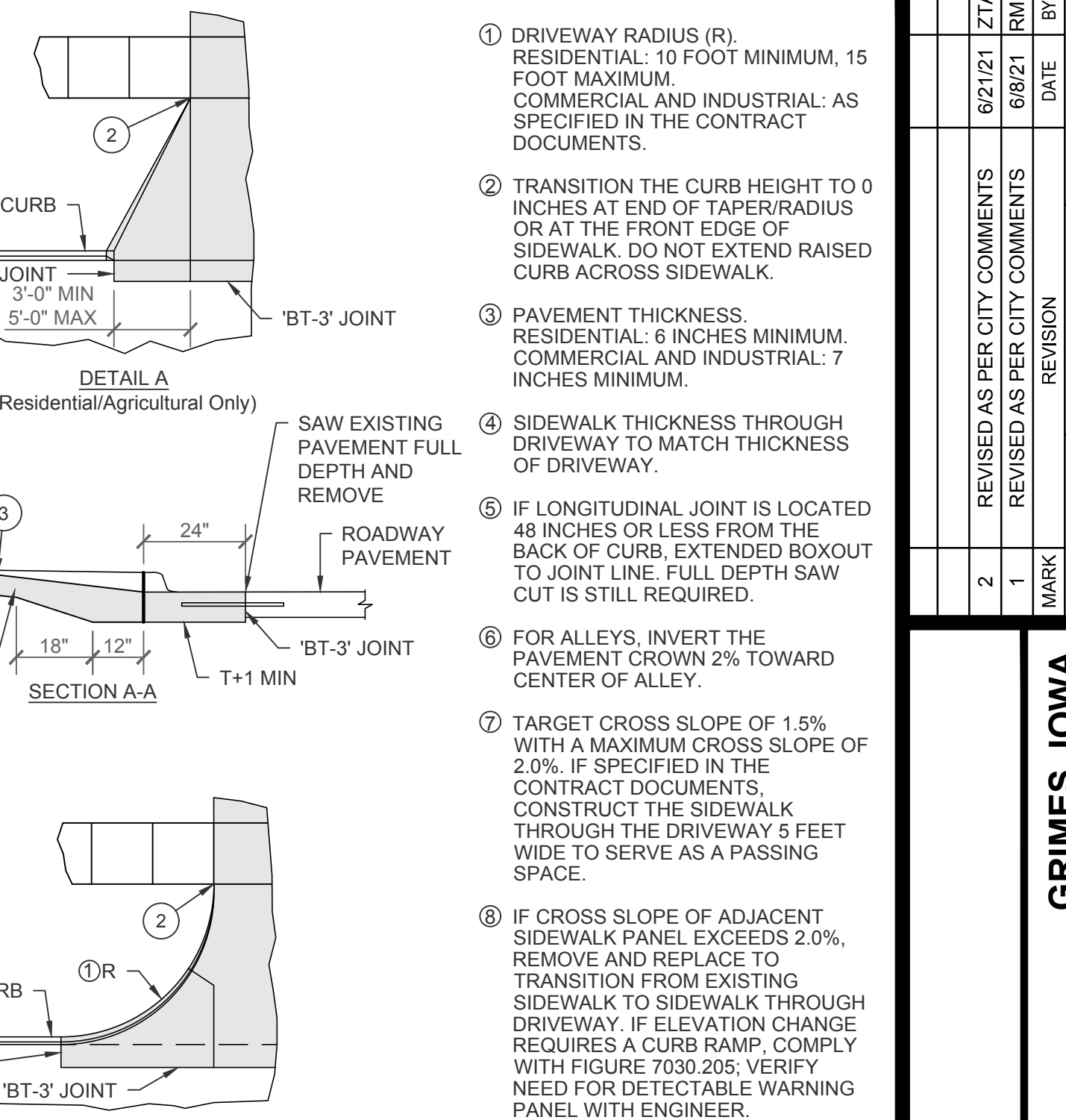
2 ACCESSIBLE PARKING SIGN
C600 NO SCALE



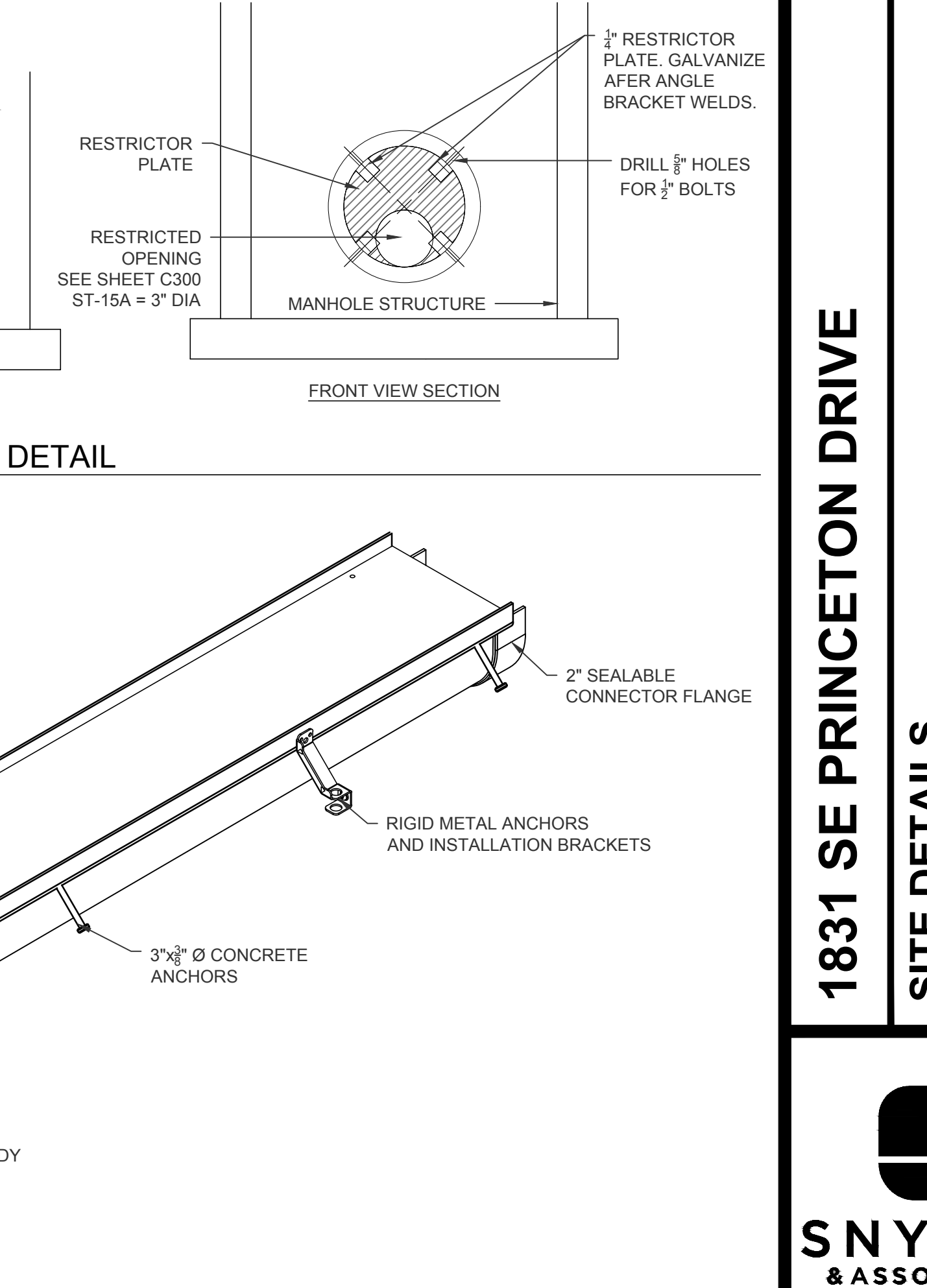
3 CONCRETE DRIVEWAY, TYPE B
C600 NO SCALE



4 CIRCULAR RESTRICTION PLATE DETAIL
C600 NO SCALE



9 TYPICAL DTPF8-HDBP15ZSA TRENCH ISOMETRIC



10 TYPICAL DTPF8-HDBP15ZSA TRENCH SECTION

- 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: 7 INCHES MINIMUM.
- 4 SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.
- 5 IF LONGITUDINAL JOINT IS LOCATED 48 INCHES OR LESS FROM THE BACK OF CURB, EXTENDED BOXOUT TO JOINT LINE. FULL DEPTH SAW CUT IS STILL REQUIRED.
- 6 FOR ALLEYS, INVERT THE PAVEMENT CROWN 2% TOWARD CENTER OF ALLEY.
- 7 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.
- 8 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.

V:\09\090321\121.0234\121.0234.DWG ZACHRY: ARNOLD, SITE DETAILS: 20210321, 4:07 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)



1680 SW Ankeny Rd, #2D
Ankeny, IA 50023
Phone: (515) 597-5457
Fax: (515) 597-5461
www.jcorpdesignbuild.com

KEY PLAN

PROJECT: **Paramount Kitchen & Bath**

1001

REVISIONS:

05 / 18 / 2021

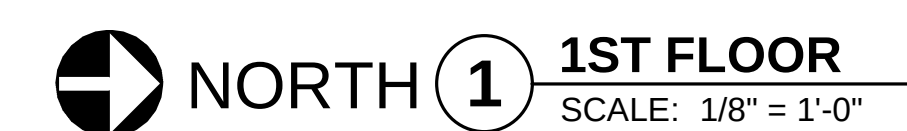
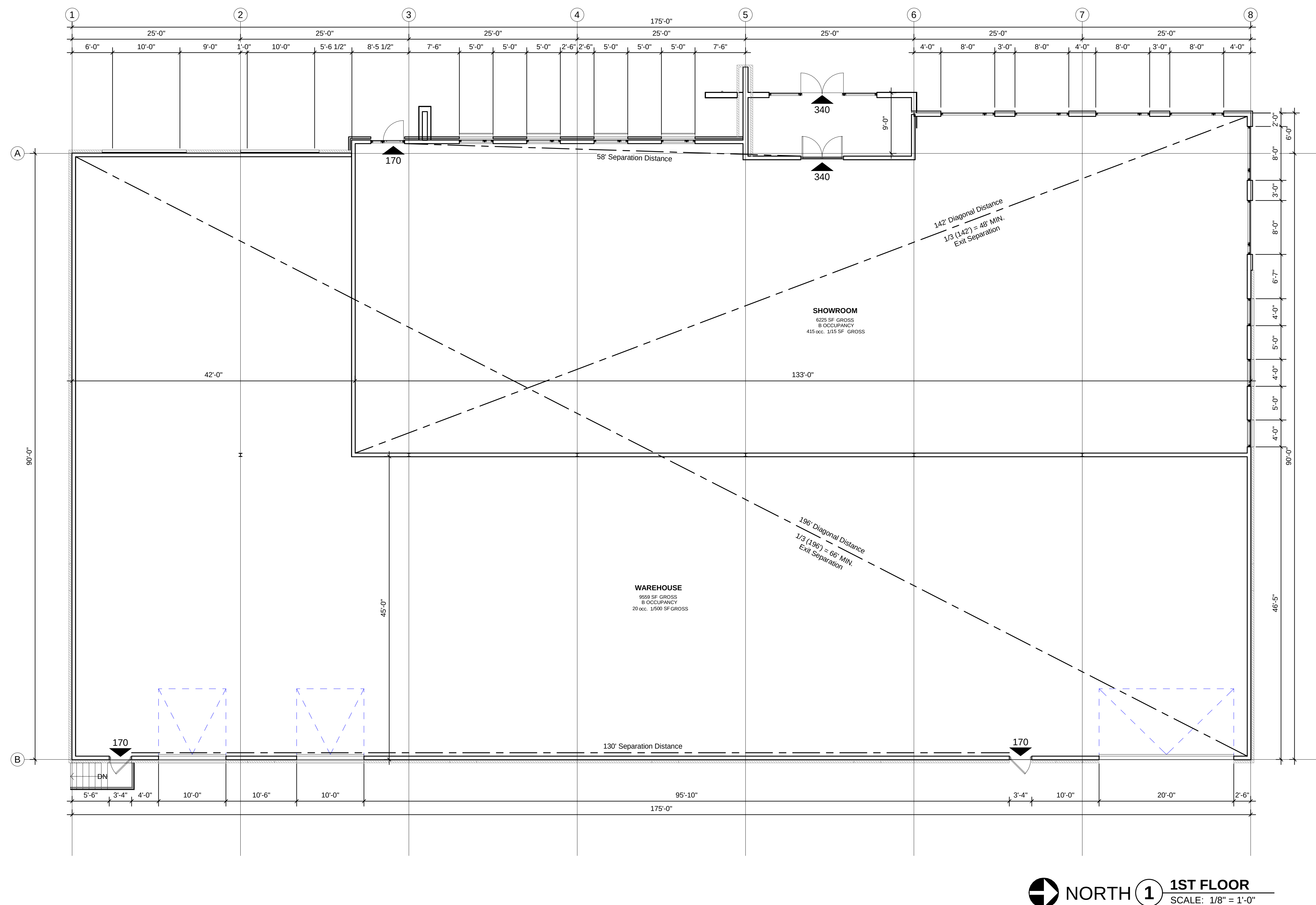
PROJECT NO: 21-014

CONTENTS:
Floor Plans

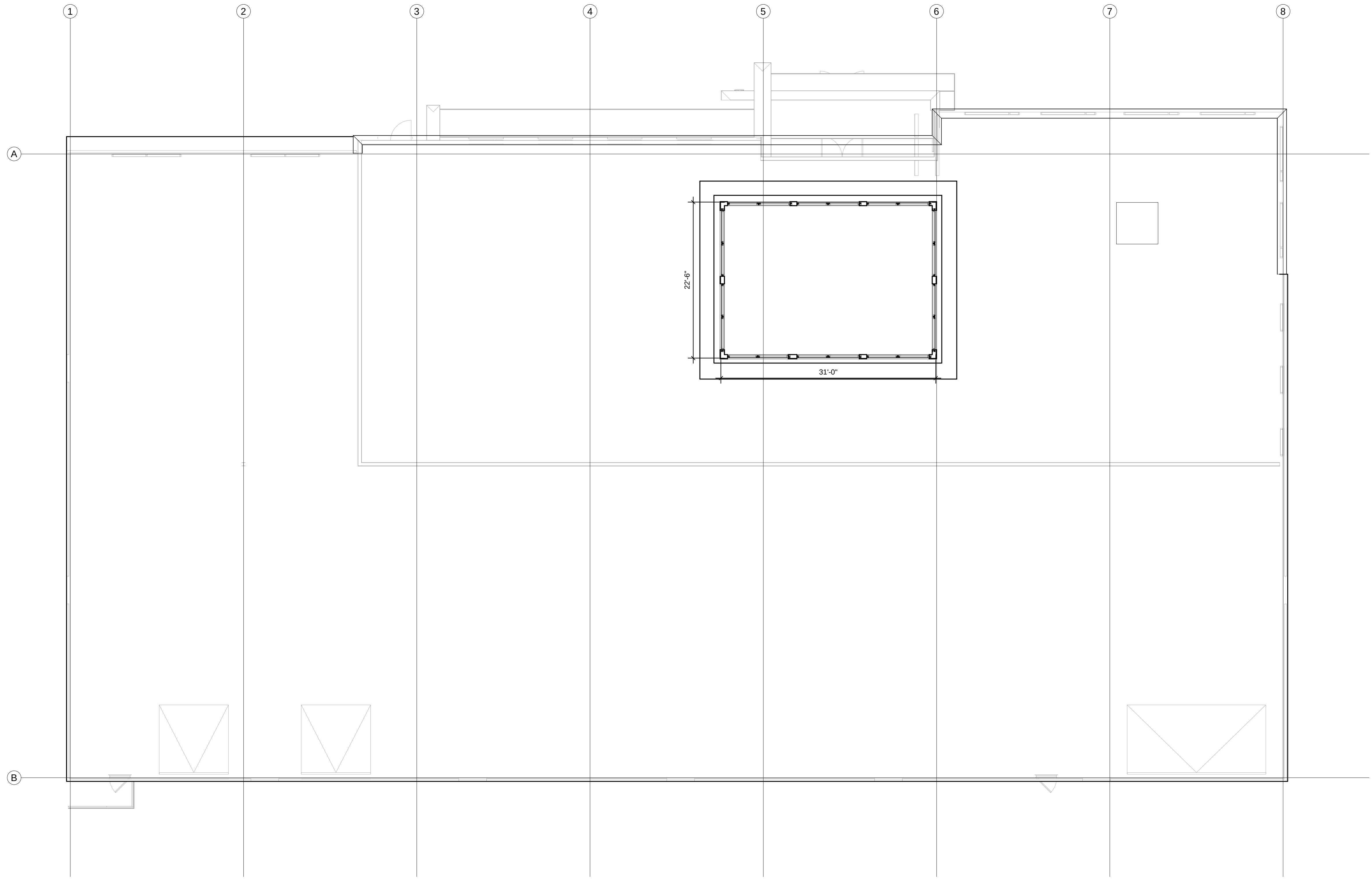
SHEET NO:

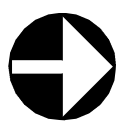
SHEET NO:
A101

PRELIMINARY- NOT FOR CONSTRUCTION



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



 NORTH **1** **ROOF PLAN**
SCALE: 1/8" = 1'-0"

PRELIMINARY- NOT FOR CONSTRUCTION



1680 SW Ankeny Rd, #2D
Ankeny, IA 50023
Phone: (515) 597-5457
Fax: (515) 597-5461
www.jcorpdesignbuild.com

KEY PLAN

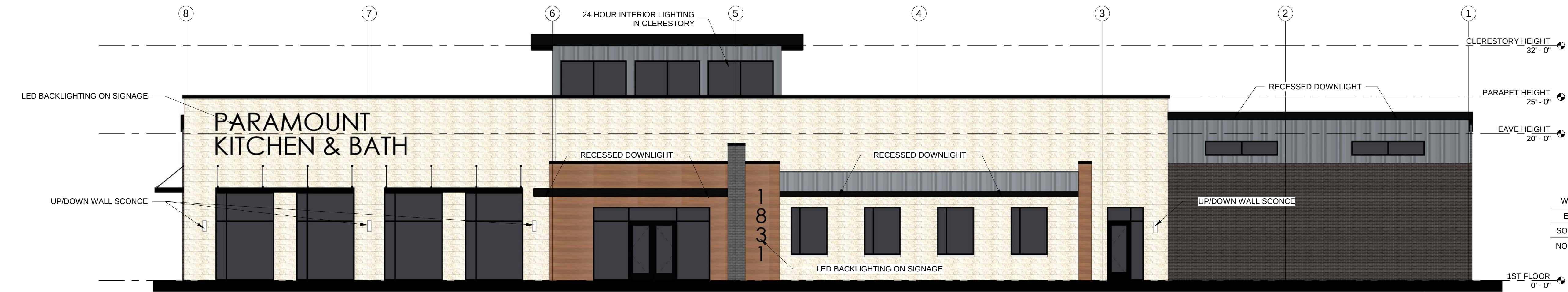
PROJECT: **Paramount Kitchen & Bath**

REVISIONS:

△	
△	

05 / 18 / 2021
PROJECT NO: 21-014
CONTENTS:
Roof Plan

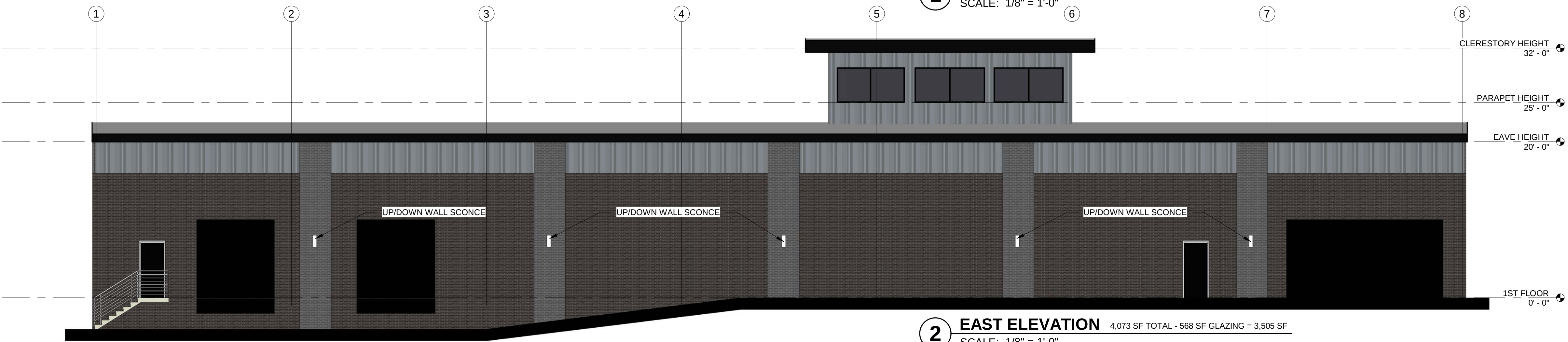
SHEET NO:
A102



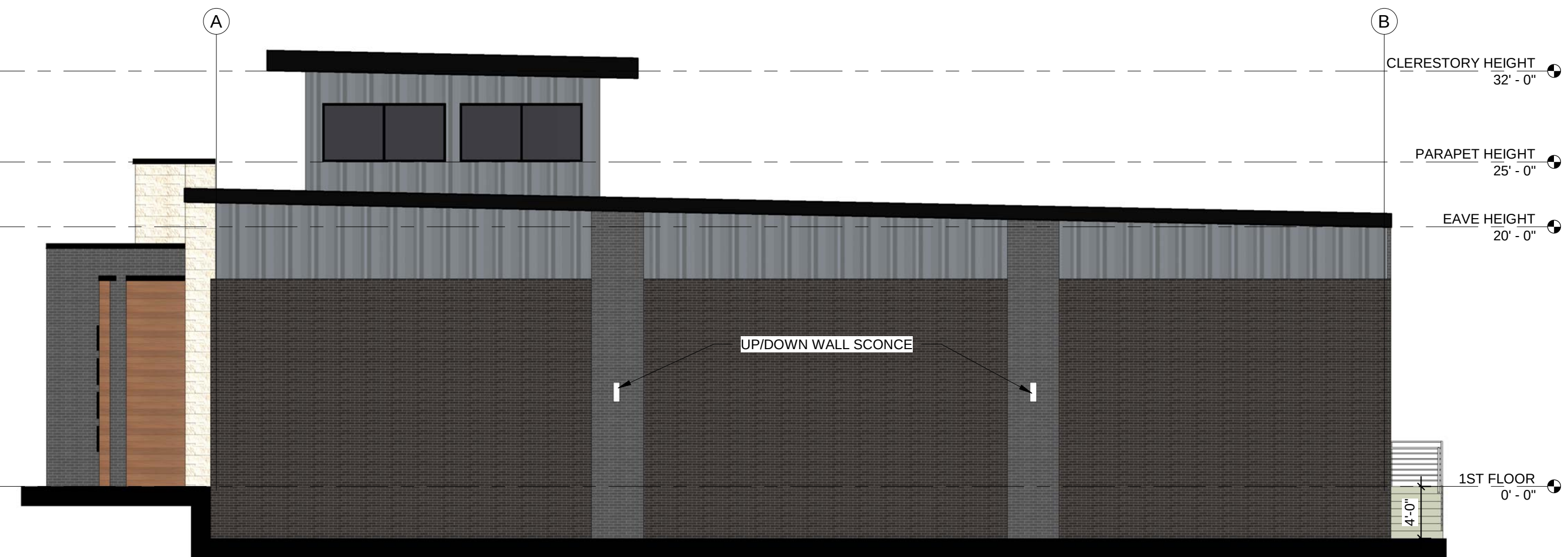
1 WEST ELEVATION 4,472 SF TOTAL - 893 SF GLAZING (20%) = 3,573 SF
SCALE: 1/8" = 1'-0"

MATERIAL SCHEDULE		
Type Mark	Description	Area
B1	Brick - Modular	5703 SF
B2	Brick - Modular	1193 SF
B3	Cultured Stone	2970 SF
G1	Storefront Glazing	1490 SF
S1	Metal Siding	2411 SF
S2	Nichiha Vintage Wood	703 SF
Grand total: 66		14470 SF

	B1	B2	B3	S1	S2
WEST	665 SF (19%)	43 SF (1%)	2,048 SF (57%)	488 SF (14%)	329 SF (9%)
EAST	2,288 SF (65%)	428 SF (12%)	0 SF (0%)	789 SF (23%)	0 SF (0%)
SOUTH	1,666 SF (69%)	300 SF (11%)	75 SF (3%)	530 SF (14%)	93 SF (3%)
NORTH	1,028 SF (49%)	161 SF (8%)	415 SF (20%)	425 SF (21%)	44 SF (2%)



2 EAST ELEVATION 4,073 SF TOTAL - 568 SF GLAZING = 3,505 SF
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION 2,750 SF TOTAL - 86 SF GLAZING = 2,664 SF
SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION 2,429 SF TOTAL - 356 SF GLAZING = 2,073 SF
SCALE: 1/8" = 1'-0"



5 VIEW FROM SW - ENTRY
SCALE:



6 VIEW FROM SW
SCALE:

PRELIMINARY - NOT FOR CONSTRUCTION



1680 SW Ankeny Rd, #2D
Ankeny, IA 50023
Phone: (515) 597-5457
Fax: (515) 597-5461
www.jcorpdesignbuild.com

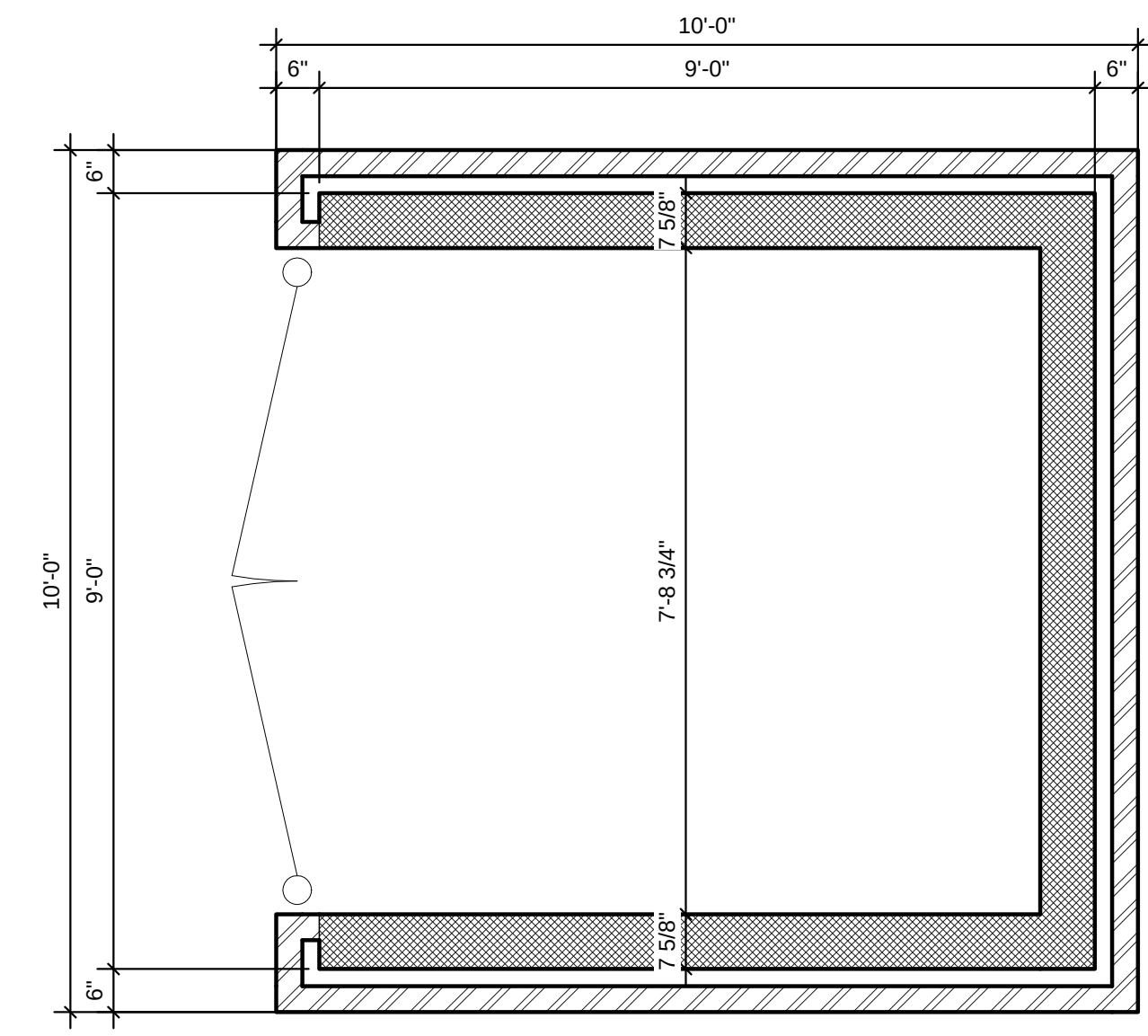
KEY PLAN

PROJECT: Paramount Kitchen & Bath

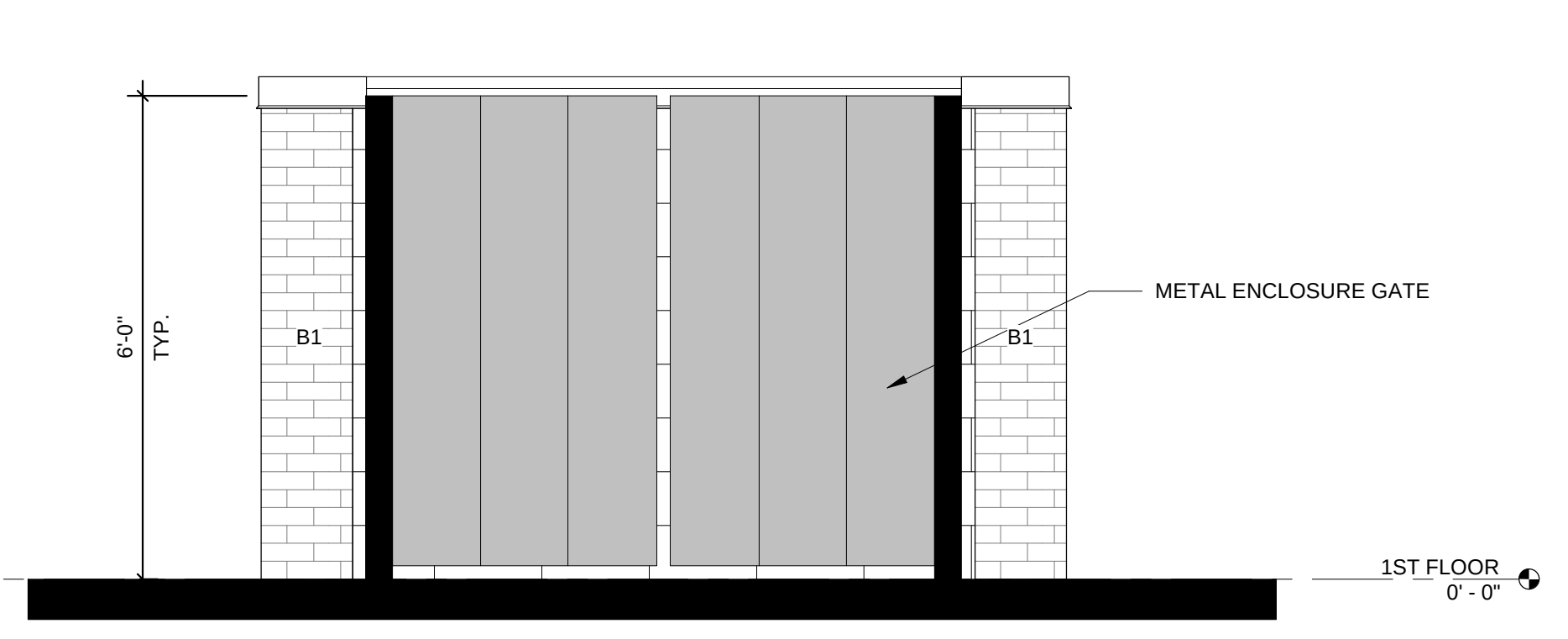
REVISIONS:

05 / 18 / 2021
PROJECT NO: 21-014
CONTENTS: Elevations
SHEET NO: A201

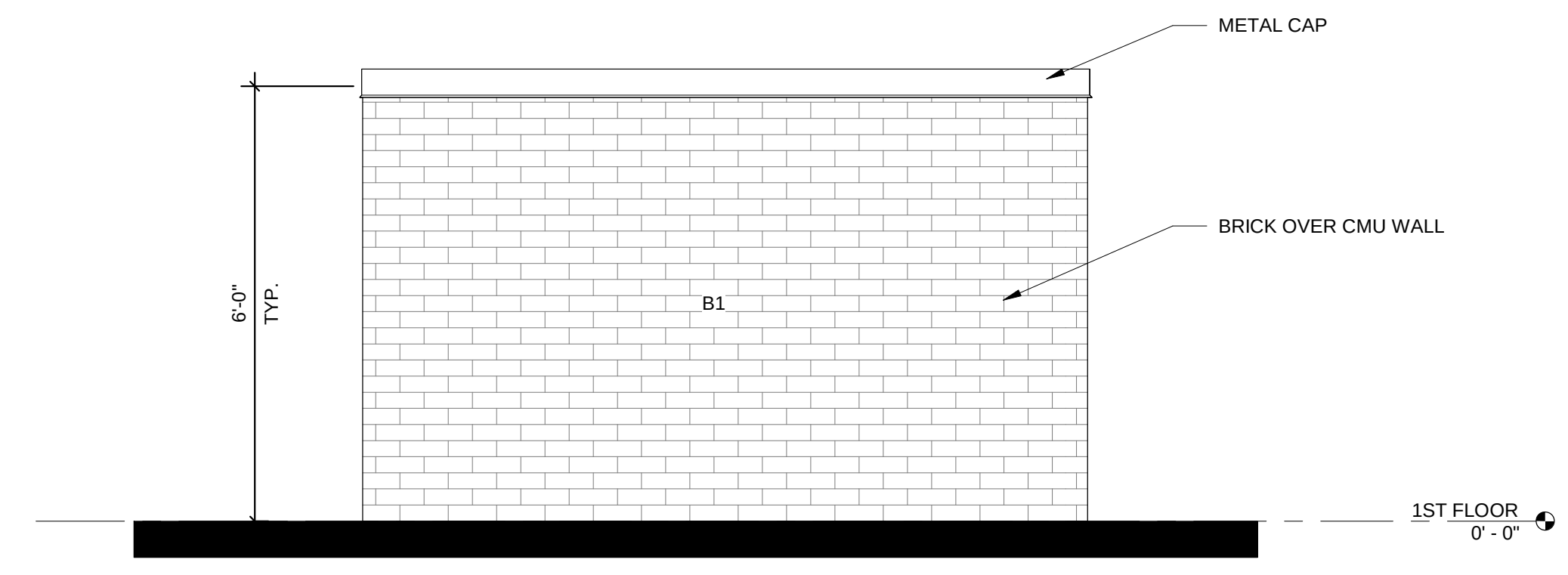
PRELIMINARY- NOT FOR CONSTRUCTION



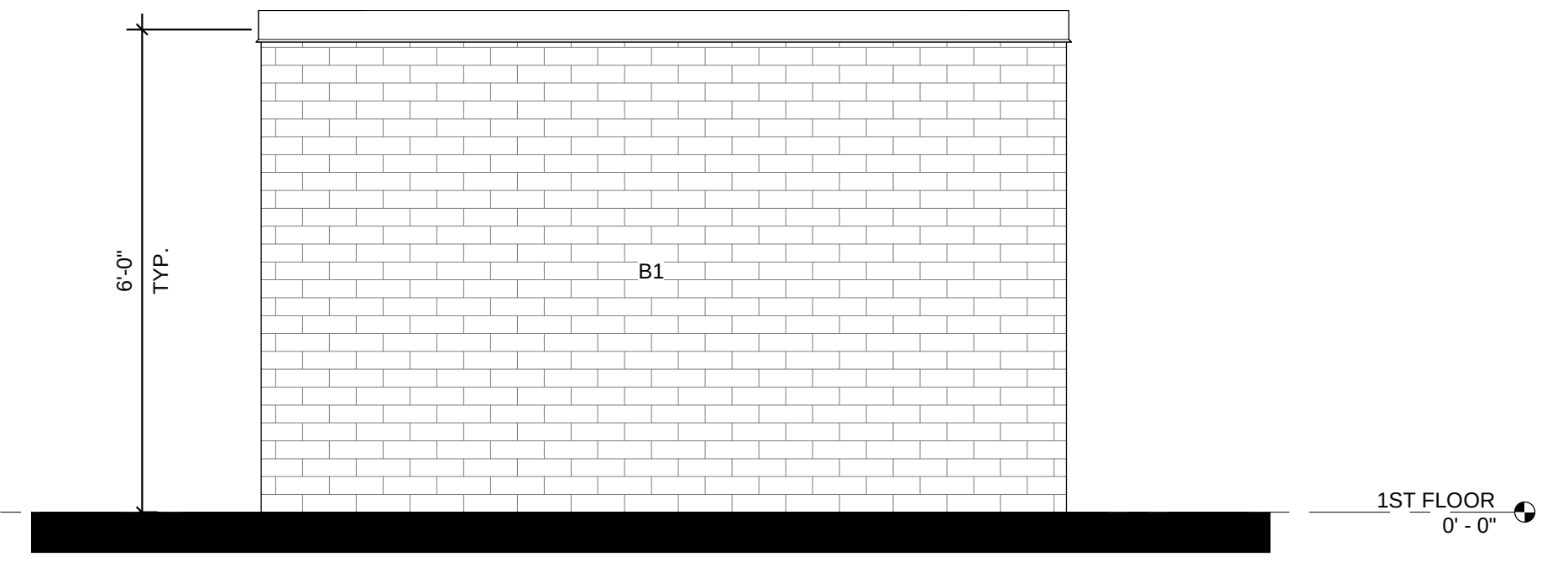
1 DUMPSTER ENCLOSURE
SCALE: 1/2" = 1'-0"



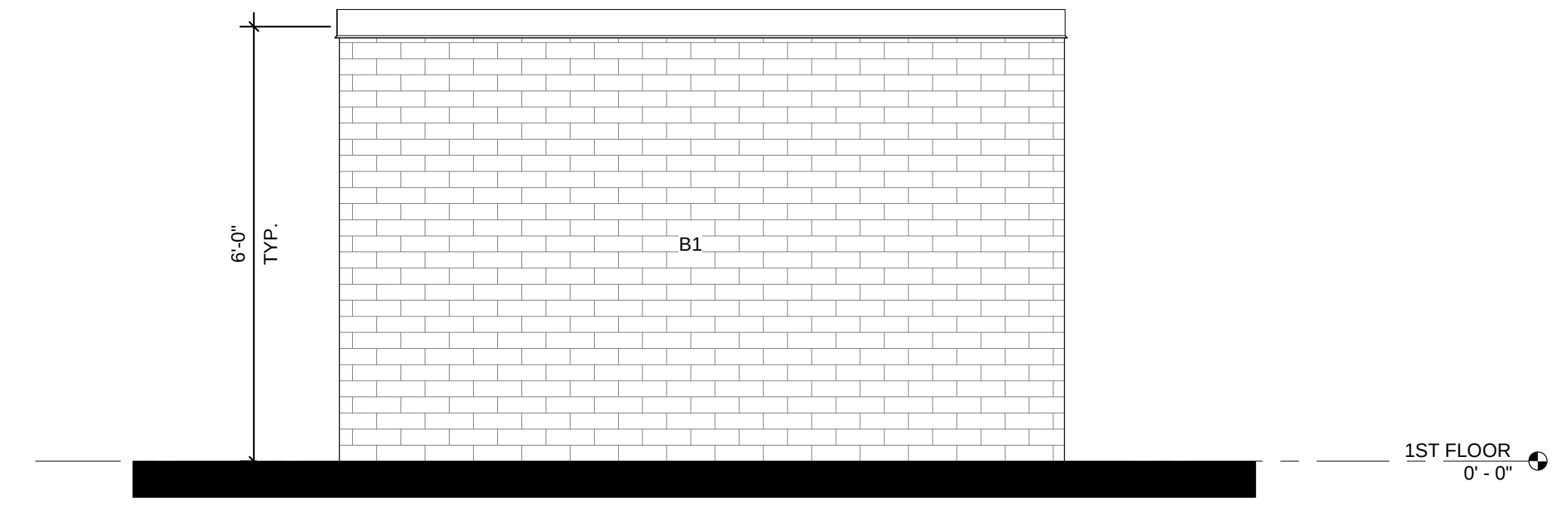
3 DUMPSTER - SOUTH
SCALE: 1/2" = 1'-0"



2 DUMPSTER - EAST
SCALE: 1/2" = 1'-0"



5 DUMPSTER - NORTH
SCALE: 1/2" = 1'-0"



4 DUMPSTER - WEST
SCALE: 1/2" = 1'-0"



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

1831 SE Princeton Drive – Site Plan

SYNOPSIS:

Paramount Kitchen & Bath is requesting approval of a site plan for a 16,660 square foot warehouse and showroom located at 1831 SE Princeton Drive. Approximately 9,891 square feet is proposed to be warehouse and the remaining 6,769 square feet is proposed as showroom.

The property is located within the M-1A zoning district and is within Zone 1 of the Highway 141 Mixed Use Development Corridor District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat - 2002

BOARD/COMMISSION ACTION(S):

Approved by Planning and Zoning Commission – 07/06/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for 1831 SE Princeton Drive subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: July 6, 2021
RE: 1831 SE Princeton Drive – Site Plan

GENERAL INFORMATION:

Applicant:

Paramount Kitchen & Bath

Requested Action

Site Plan

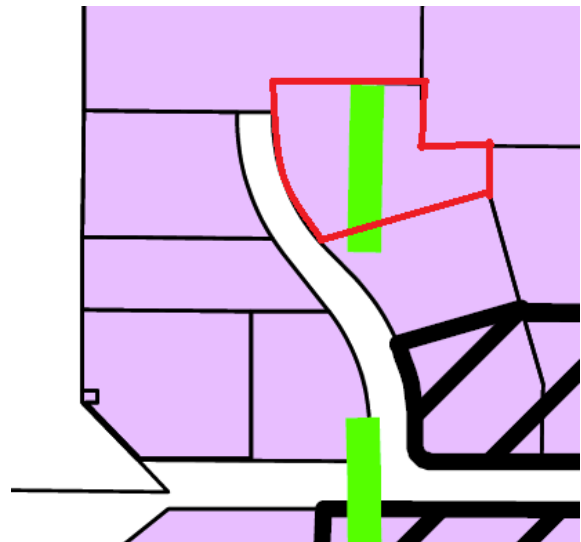
Location

1831 SE Princeton Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Light Industrial	M-1A
North	Vacant	Mixed Use 2	M-1A
South	Warehouse	Light Industrial	M-1A
East	Industrial	Light Industrial	M-1A
West	Retail	Mixed Use 2	M-1A

BACKGROUND:

Paramount Kitchen & Bath is requesting approval of a site plan for a 16,660 square foot warehouse and showroom located at 1831 SE Princeton Drive. Approximately 9,891 square feet is proposed to be warehouse and the remaining 6,769 square feet is proposed as showroom.

The property is located within the M-1A zoning district and is within Zone 1 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of stone and brick with metal and Nichiha accents. The dumpster enclosure will be constructed of brick to match the building with a metal gate. Wall sconces and recessed down lighting, and interior lighting within the clerestory windows will be used to highlight the building architecture. The elevations appear to meet all of the minimum architectural standards within the Highway 141 Zone 1 Overlay.

Site Layout:

The site will be accessed from two driveways off of SE Princeton Drive which will line up with the driveways across the street at the Green Horizon retail center. Pedestrian connectivity is provided via a 5-foot sidewalk along SE Princeton Drive with a sidewalk connection leading to the building.

Pole mounted light fixtures will be provided throughout the parking lot.

Parking:

The site provides the minimum required number of parking spaces for the site with 32 total parking spaces provided. Loading spaces are provided at the rear of the building at the garage doors.

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 parking islands, around the transformer, and along the building foundation. The groundcover will be sod.

Utilities:

A new 6" sanitary sewer will connect to the existing 10" sanitary sewer on the east side of SE Princeton and run east to the building.

A new 6" water service will connect to the existing 8" main located on the west side of SE Princeton Drive and will be constructed east to connect to the building. The building is proposed to be fitted with a fire suppression system and therefore an FDC is provided. Appropriate hydrant coverage is provided.

Stormwater is managed onsite within a detention basin located at the southwest corner of the site along SE Princeton Drive.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for 1831 SE Princeton Drive 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 2, 2021~~

~~June 15, 2021~~

~~June 29, 2021~~

July 1, 2021

Snyder & Associates, Inc.

Attn: Korey Marsh

2727 SW Snyder Blvd

Ankeny, Iowa 50023

RE: 1831 SE Princeton Drive

Dear Mr. Marsh:

The Development Services Department is in receipt of a proposed Site Plan for 1831 SE Princeton Drive – Paramount Kitchen and Bath. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~How many employees will there be in the showroom and in the warehouse at this site?~~
2. ~~Provide \$250 SWPPP fee.~~

Sheet C101:

1. ~~Please list the open space required vs. provided. Please update required open space to 20%.~~
2. ~~Please list the proposed use.~~
3. ~~Under utility contacts, please update US Water contact information to Nick Deardorff ndeardorff@uswatercorp.net (515) 822-4501.~~
4. ~~City of Grimes Standard Notes (B.) please update information to Tony Hanson City of Grimes Engineering Department (515) 986-4050.~~

Sheet C200:

1. ~~Move the ADA parking closer to the front door. ADA spaces are supposed to be located nearest along the accessible route.~~
2. ~~Provide a sidewalk connection from SE Princeton to the building.~~
3. ~~Provide stop sign locations at the entrances.~~
4. ~~Label public sidewalk 5' wide.~~
5. ~~Please show the missing section of sidewalk north of the driveway extending to the north property line as future sidewalk.~~
6. ~~Construction note 3.C. calls out 6' depth prepared subgrade. Please revise.~~

Sheet C300:

1. ~~The hydrant coverage for the proposed building does not meet the requirements of Section 507.5.1 of the City of Grimes Fire Code, which requires hydrant coverage along an approved route around the building. Additional hydrant coverage is needed for the rear of the building.~~
2. ~~The supply line for the fire sprinkler system shall be a minimum of 6" per Section 24.1.3.2 of NFPA 13. Verify that the supply is size appropriately.~~
3. ~~Verify there is enough room to connect 12" RCP to existing intake manhole.~~

Sheet 400:

1. ~~Please add the following items to the quantities~~
 - a. ~~Stabilization (seeding, mulch, sod etc.)~~
 - b. ~~Construction entrance~~
 - c. ~~Concrete washout~~
 - d. ~~Rip rap type~~
2. ~~Provide inlet protection to the street intakes directly adjacent to the site.~~
3. ~~Show the provide the location construction entrance, staging area, dumpster, and portable restroom facility.~~

Sheet C401:

- ~~1. Please provide the slope and cross slopes for the sidewalk ramps and ADA parking spaces at right angles. Do not show the slope at a diagonal.~~

Sheet C500:

- ~~1. Staff recommends and prefers that the bottom of the basin be sodded. Seeded ponds typically do not establish well and will require continued quarterly inspections.~~
- ~~2. Please update the minimum open space shrub requirement. Should be 37. (1/500 sf)~~
- ~~3. Update Princeton Dr landscaping to include the shrub requirements. Shrubs required every 4'. Please revise.~~
- ~~4. Remove the perimeter barrier landscape requirement. That applies to properties next to residential.~~
- ~~5. Please try to move the south tree along SE Princeton farther away from the sanitary sewer.~~

Architecture:

- ~~1. Is there any other lighting proposed for the building other than the wall light fixtures? Are there any LED light strips or colored lighting? Please provide details for all proposed lighting. Any lighting changes will need to be approved by P&Z and Council.~~
2. Provide up lighting on the west elevation. Provide cut sheets. Add lighting location to elevation drawing. **Provide cut sheets.**
- ~~3. Provide list of 5 treatments demonstrated on the building per 165A.24 pg. 15.~~
- ~~4. Will there be any roof top equipment? If so, please provide screening details (material, color, elevation) and add to the elevation drawings.~~
- ~~5. Label glazing percentage for the west elevation.~~
- ~~6. Please provide material percentages for each elevation excluding glass and doors.~~
7. Provide dumpster elevation details. **Gate must have a metal frame. Please label.**

SWPPP

1. ~~Provide SWPPP.~~
2. ~~Receiving water is North Walnut Creek, not Little Walnut Creek.~~
3. ~~Provide NPDES permit # and permit once it is received~~
4. Make sure SWPPP is signed by owner, and all contractors.

Stormwater Management Plan (SWMP)

1. ~~Page 1: Table 1, 2-year Q undetained should be 0.463 cfs.~~
2. ~~Page 1: Table 2, 50-year Q(actual) should be 5.969 cfs.~~
3. ~~What type of detention practice is proposed?~~
4. ~~How is treatment being provided?~~
5. ~~Provide existing conditions map.~~
6. ~~As per ISWMM, dry bottom detention basins do not provide water quality. If the basin proposed is a dry detention basin, a different method needs to be used to address treatment.~~
7. ~~Channel Protection Volume Calculations: The calculation should be made for the entire site, not just the detained area.~~
8. ~~Storm Sewer Design: Check all slopes, sizes, and sections. Make sure they line up with plans.~~
9. ~~P-14, Why is there a different intensity for this section?~~
10. ~~Basin Modeling: Is the perforated pipe 3" or 4"? UP says 4", detail says 3". The perforated pipe should be modeled by using exfiltration and specifying the exfiltration rate. This is what is infiltrated through the trench. Then the opening on the sides of the intake should be put back as orifice "C" in the model. Redo model, update spreadsheets, and update hydrograph sheets.~~
11. ~~Caution the use of an infiltration basin in this area. The existing soils are type C/D.~~

- ~~12. If P-14 is only sized for the 5-year event than annotate that somehow. It is on a 100-yr spreadsheet. Since it is not sized for the 100-yr event, show calculation of gutter depth before it bypasses to the curb cut.~~
- ~~13. Provide final signed SWMP.~~

Site Plan

- ~~1. C300 & C600: How large is the opening on ST-15A~~
- ~~2. C300: Label storm sewer pipes.~~
- ~~3. C300: ST-15B needs to be capped on top. This structure cannot be an area intake but can be a cleanout.~~
- ~~4. C300: How is P-14, trench drain connecting to the storm sewer?~~

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 8, 2021~~
June 21, 2021
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: July 6, 2021 at 5:30 at the Grimes City Hall

COUNCIL MEETING: July 13, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

1" = 500'

Index of Sheets	
Sheet Number	Sheet Title
C100	TITLE SHEET
C101	PROJECT INFORMATION
C200	DIMENSION PLAN
C300	UTILITY PLAN
C400	GRADING & EROSION CONTROL PLAN
C401	GRADING & EROSION PLAN DETAILS
C500	PLANTING PLAN
C600	SITE DETAILS

Korey M. Marsh, P.E. Date _____

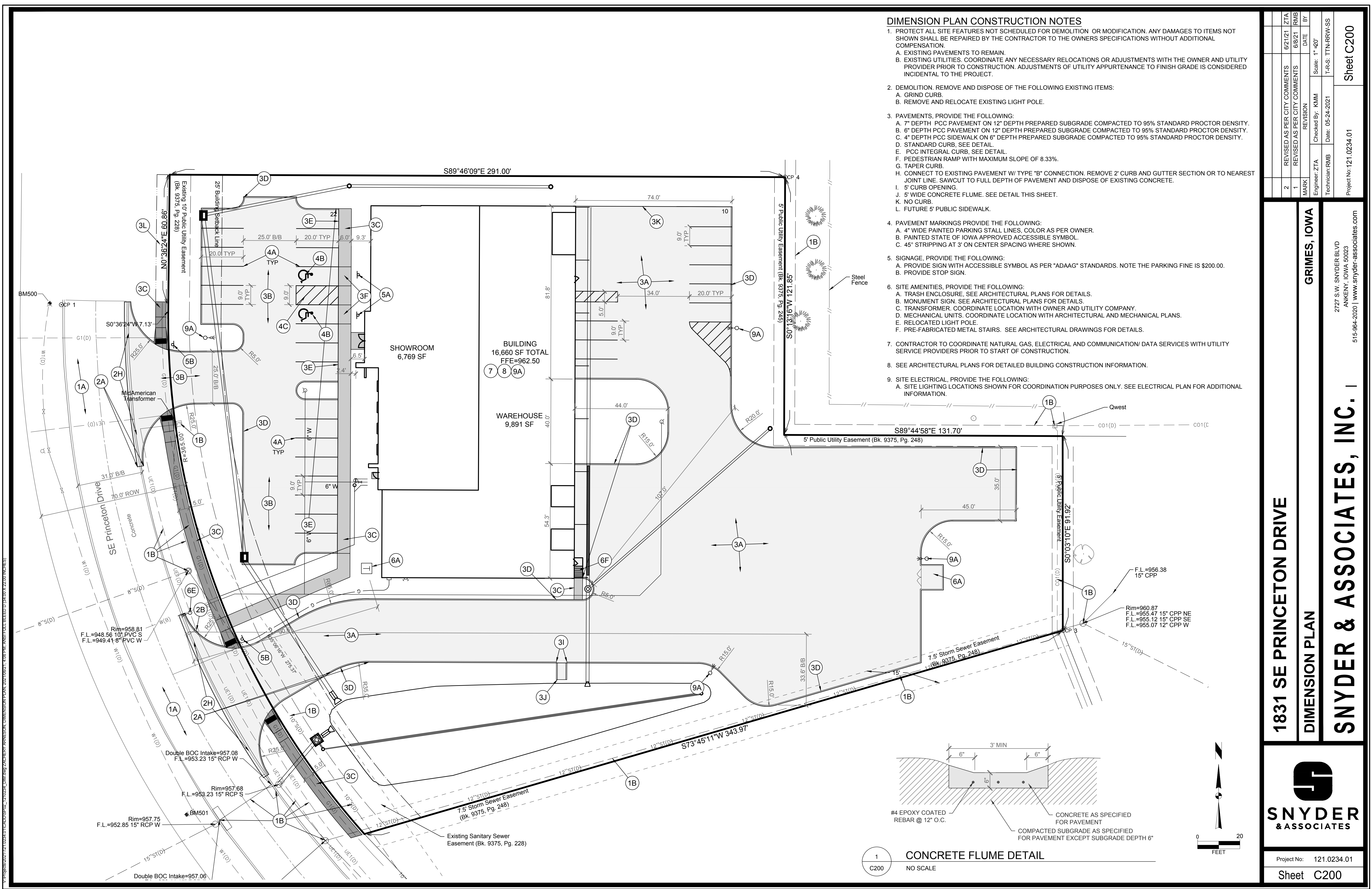
License Number P25347

My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal:

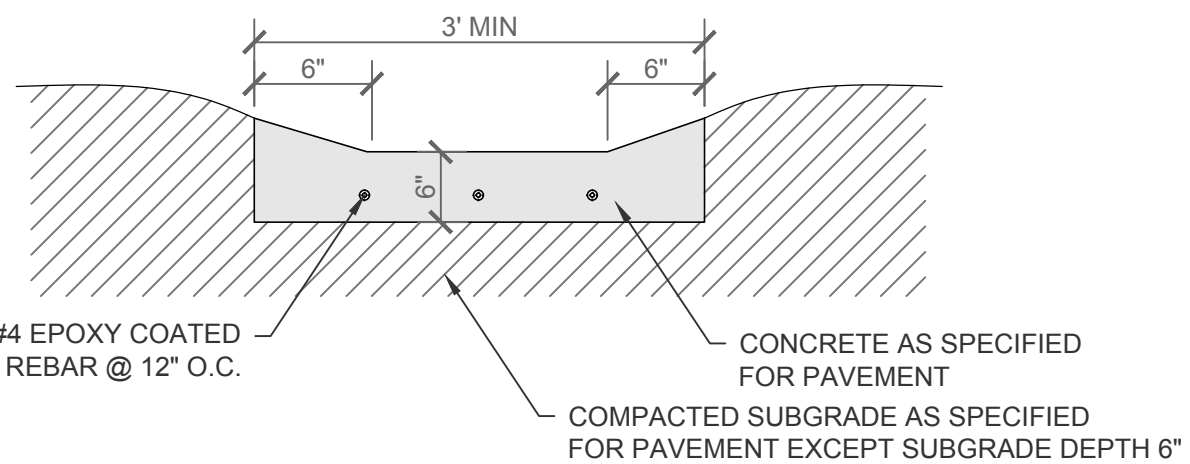
Project No: 121.0234.01
Sheet C100

Project No: 121_0234.01		Sheet C100	
2	REVISED AS PER CITY COMMENTS	6/21/21	ZTA
1	REVISED AS PER CITY COMMENTS	6/8/21	RMB
MARK	REVISION	DATE	BY
Engineer: ZTA	Checked By: KMM	Scale: 1"=500'	
Technician: RMB	Date: 05-24-2021	T-R-S: TTN-RRW-SS	



DIMENSION PLAN CONSTRUCTION NOTES

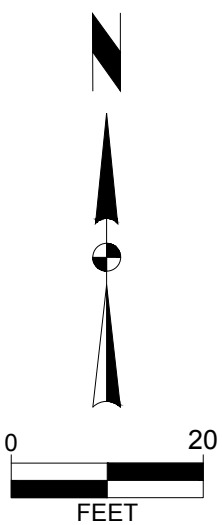
- PROTECT ALL SITE FEATURES NOT SCHEDULED FOR DEMOLITION OR MODIFICATION. ANY DAMAGES TO ITEMS NOT SHOWN SHALL BE REPAIRED BY THE CONTRACTOR TO THE OWNERS SPECIFICATIONS WITHOUT ADDITIONAL COMPENSATION.
 - EXISTING PAVEMENTS TO REMAIN.
 - EXISTING UTILITIES. COORDINATE ANY NECESSARY RELOCATIONS OR ADJUSTMENTS WITH THE OWNER AND UTILITY PROVIDER PRIOR TO CONSTRUCTION. ADJUSTMENTS OF UTILITY APPURTENANCE TO FINISH GRADE IS CONSIDERED INCIDENTAL TO THE PROJECT.
- DEMOLITION. REMOVE AND DISPOSE OF THE FOLLOWING EXISTING ITEMS:
 - GRIND CURB.
 - REMOVE AND RELOCATE EXISTING LIGHT POLE.
- PAVEMENTS, PROVIDE THE FOLLOWING:
 - 7" DEPTH PCC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 6" DEPTH PCC PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 4" DEPTH PCC SIDEWALK ON 6" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - STANDARD CURB, SEE DETAIL.
 - PCC INTEGRAL CURB, SEE DETAIL.
 - PEDESTRIAN RAMP WITH MAXIMUM SLOPE OF 8.33%.
 - TAPER CURB.
 - CONNECT TO EXISTING PAVEMENT W/ TYPE "B" CONNECTION. REMOVE 2' CURB AND GUTTER SECTION OR TO NEAREST JOINT LINE. SAWCUT TO FULL DEPTH OF PAVEMENT AND DISPOSE OF EXISTING CONCRETE.
 - 5' CURB OPENING.
 - 5' WIDE CONCRETE FLUME. SEE DETAIL THIS SHEET.
 - NO CURB.
 - FUTURE 5' PUBLIC SIDEWALK.
- PAVEMENT MARKINGS PROVIDE THE FOLLOWING:
 - 4" WIDE PAINTED PARKING STALL LINES. COLOR AS PER OWNER.
 - PAINTED STATE OF IOWA APPROVED ACCESSIBLE SYMBOL.
 - 45' STRIPPING AT 3' ON CENTER SPACING WHERE SHOWN.
- SIGNAGE, PROVIDE THE FOLLOWING:
 - PROVIDE SIGN WITH ACCESSIBLE SYMBOL AS PER "ADAAG" STANDARDS. NOTE THE PARKING FINE IS \$200.00.
 - PROVIDE STOP SIGN.
- SITE AMENITIES, PROVIDE THE FOLLOWING:
 - TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - MONUMENT SIGN. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - TRANSFORMER. COORDINATE LOCATION WITH OWNER AND UTILITY COMPANY.
 - MECHANICAL UNITS. COORDINATE LOCATION WITH ARCHITECTURAL AND MECHANICAL PLANS.
 - RELOCATED LIGHT POLE.
 - PRE-FABRICATED METAL STAIRS. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL AND COMMUNICATION/ DATA SERVICES WITH UTILITY SERVICE PROVIDERS PRIOR TO START OF CONSTRUCTION.
- SEE ARCHITECTURAL PLANS FOR DETAILED BUILDING CONSTRUCTION INFORMATION.
- SITE ELECTRICAL, PROVIDE THE FOLLOWING:
 - SITE LIGHTING LOCATIONS SHOWN FOR COORDINATION PURPOSES ONLY. SEE ELECTRICAL PLAN FOR ADDITIONAL INFORMATION.



1
C200

CONCRETE FLUME DETAIL

NO SCALE



1831 SE PRINCETON DRIVE

DIMENSION PLAN

**SNYDER & ASSOCIATES**

Project No: 121.0234.01

Sheet C200

GRIMES, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |

REVISION	DATE	BY
2	REVISAS PER CITY COMMENTS	6/21/21 ZTA
1	REVISAS PER CITY COMMENTS	6/21/21 RMB

Engineer: ZTA

Checked By: KMM

Scale: 1"=20'

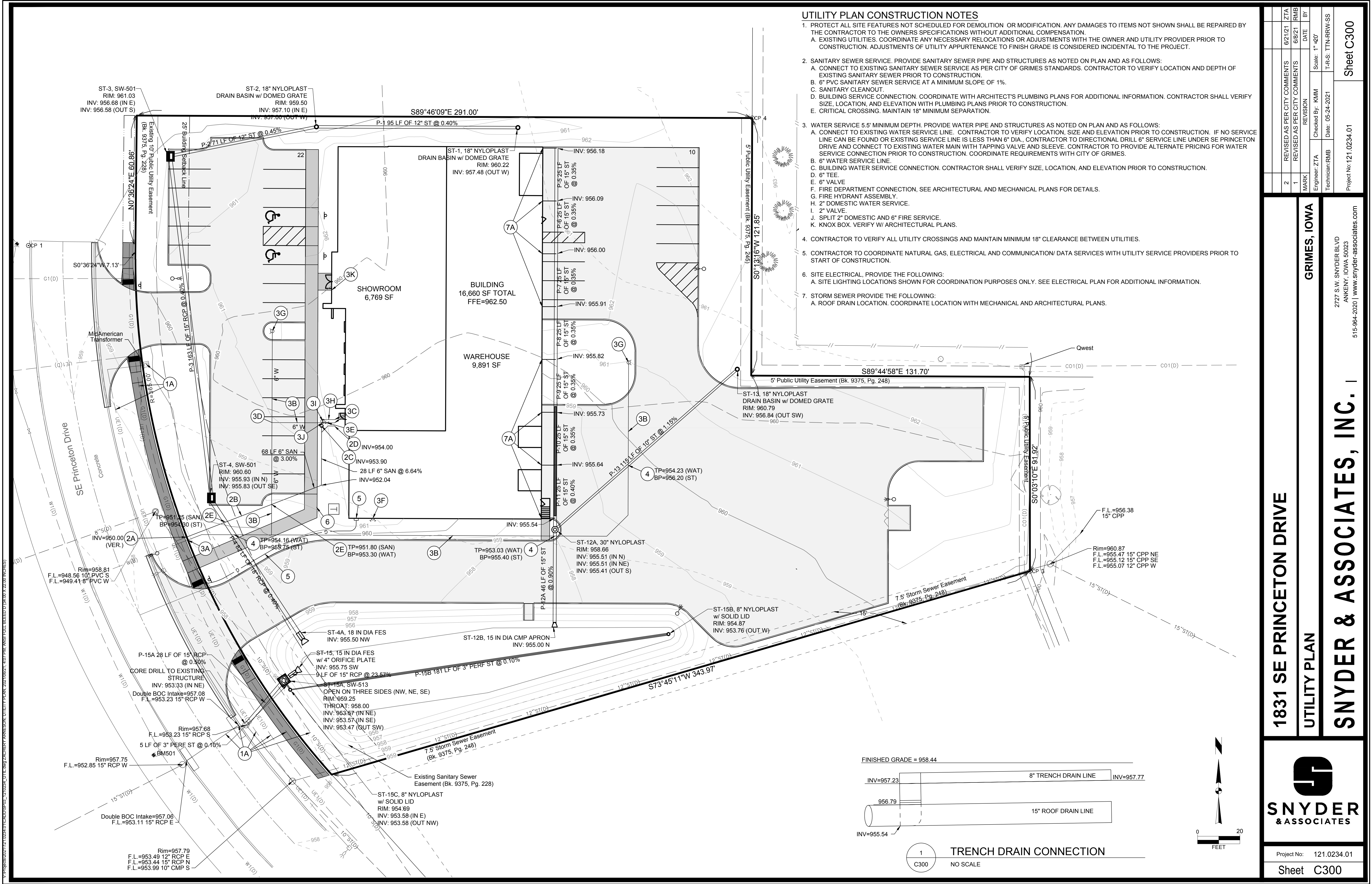
T-R-S: TTN-RRW-SS

Date: 05-24-2021

Technician: RMB

Sheet C200

Project No: 121.0234.01



UTILITY PLAN CONSTRUCTION NOTES

- PROTECT ALL SITE FEATURES NOT SCHEDULED FOR DEMOLITION OR MODIFICATION. ANY DAMAGES TO ITEMS NOT SHOWN SHALL BE REPAIRED BY THE CONTRACTOR TO THE OWNERS SPECIFICATIONS WITHOUT ADDITIONAL COMPENSATION.
 - EXISTING UTILITIES. COORDINATE ANY NECESSARY RELOCATIONS OR ADJUSTMENTS WITH THE OWNER AND UTILITY PROVIDER PRIOR TO CONSTRUCTION. ADJUSTMENTS OF UTILITY APPURTENANCE TO FINISH GRADE IS CONSIDERED INCIDENTAL TO THE PROJECT.
- SANITARY SEWER SERVICE. PROVIDE SANITARY SEWER PIPE AND STRUCTURES AS NOTED ON PLAN AND AS FOLLOWS:
 - CONNECT TO EXISTING SANITARY SEWER SERVICE AS PER CITY OF GRIMES STANDARDS. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING SANITARY SEWER PRIOR TO CONSTRUCTION.
 - 6" PVC SANITARY SEWER SERVICE AT A MINIMUM SLOPE OF 1%.
 - SANITARY CLEANOUT.
 - BUILDING SERVICE CONNECTION. COORDINATE WITH ARCHITECT'S PLUMBING PLANS FOR ADDITIONAL INFORMATION. CONTRACTOR SHALL VERIFY SIZE, LOCATION, AND ELEVATION WITH PLUMBING PLANS PRIOR TO CONSTRUCTION.
 - CRITICAL CROSSING. MAINTAIN 18" MINIMUM SEPARATION.
- WATER SERVICE 5.5' MINIMUM DEPTH. PROVIDE WATER PIPE AND STRUCTURES AS NOTED ON PLAN AND AS FOLLOWS:
 - CONNECT TO EXISTING WATER SERVICE LINE. CONTRACTOR TO VERIFY LOCATION, SIZE AND ELEVATION PRIOR TO CONSTRUCTION. IF NO SERVICE LINE CAN BE FOUND OR EXISTING SERVICE LINE IS LESS THAN 6" DIA. CONTRACTOR TO DIRECTIONAL DRILL 6" SERVICE LINE UNDER SE PRINCETON DRIVE AND CONNECT TO EXISTING WATER MAIN WITH TAPPING VALVE AND SLEEVE. CONTRACTOR TO PROVIDE ALTERNATE PRICING FOR WATER SERVICE CONNECTION PRIOR TO CONSTRUCTION. COORDINATE REQUIREMENTS WITH CITY OF GRIMES.
 - 6" WATER SERVICE LINE.
 - BUILDING WATER SERVICE CONNECTION. CONTRACTOR SHALL VERIFY SIZE, LOCATION, AND ELEVATION PRIOR TO CONSTRUCTION.
 - 6" TEE.
 - 6" VALVE.
 - FIRE DEPARTMENT CONNECTION, SEE ARCHITECTURAL AND MECHANICAL PLANS FOR DETAILS.
 - FIRE HYDRANT ASSEMBLY.
 - 2" DOMESTIC WATER SERVICE.
 - 2" VALVE.
 - SPLIT 2" DOMESTIC AND 6" FIRE SERVICE.
 - KNOX BOX. VERIFY W/ ARCHITECTURAL PLANS.
- CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" CLEARANCE BETWEEN UTILITIES.
- CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL AND COMMUNICATION/ DATA SERVICES WITH UTILITY SERVICE PROVIDERS PRIOR TO START OF CONSTRUCTION.
- SITE ELECTRICAL, PROVIDE THE FOLLOWING:
 - SITE LIGHTING LOCATIONS SHOWN FOR COORDINATION PURPOSES ONLY. SEE ELECTRICAL PLAN FOR ADDITIONAL INFORMATION.
- STORM SEWER PROVIDE THE FOLLOWING:
 - ROOF DRAIN LOCATION. COORDINATE LOCATION WITH MECHANICAL AND ARCHITECTURAL PLANS.

1831 SE PRINCETON DRIVE

UTILITY PLAN

Project No: 121.0234.01

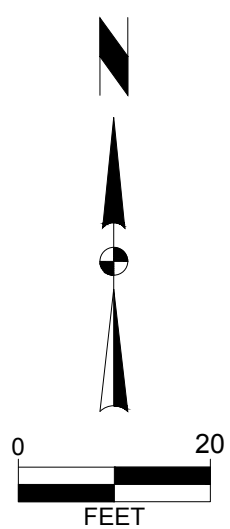
Sheet C300

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. |

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

2	REVISED AS PER CITY COMMENTS	6/21/21	ZTA
1	REVISED AS PER CITY COMMENTS	6/21	RMB
MARK	REVISION	DATE	BY
Engineer: ZTA	Checked By: KMM	Scale: 1"=20'	
Technician: RMB	Date: 05-24-2021	T-R-S: TTN-RRW-SS	

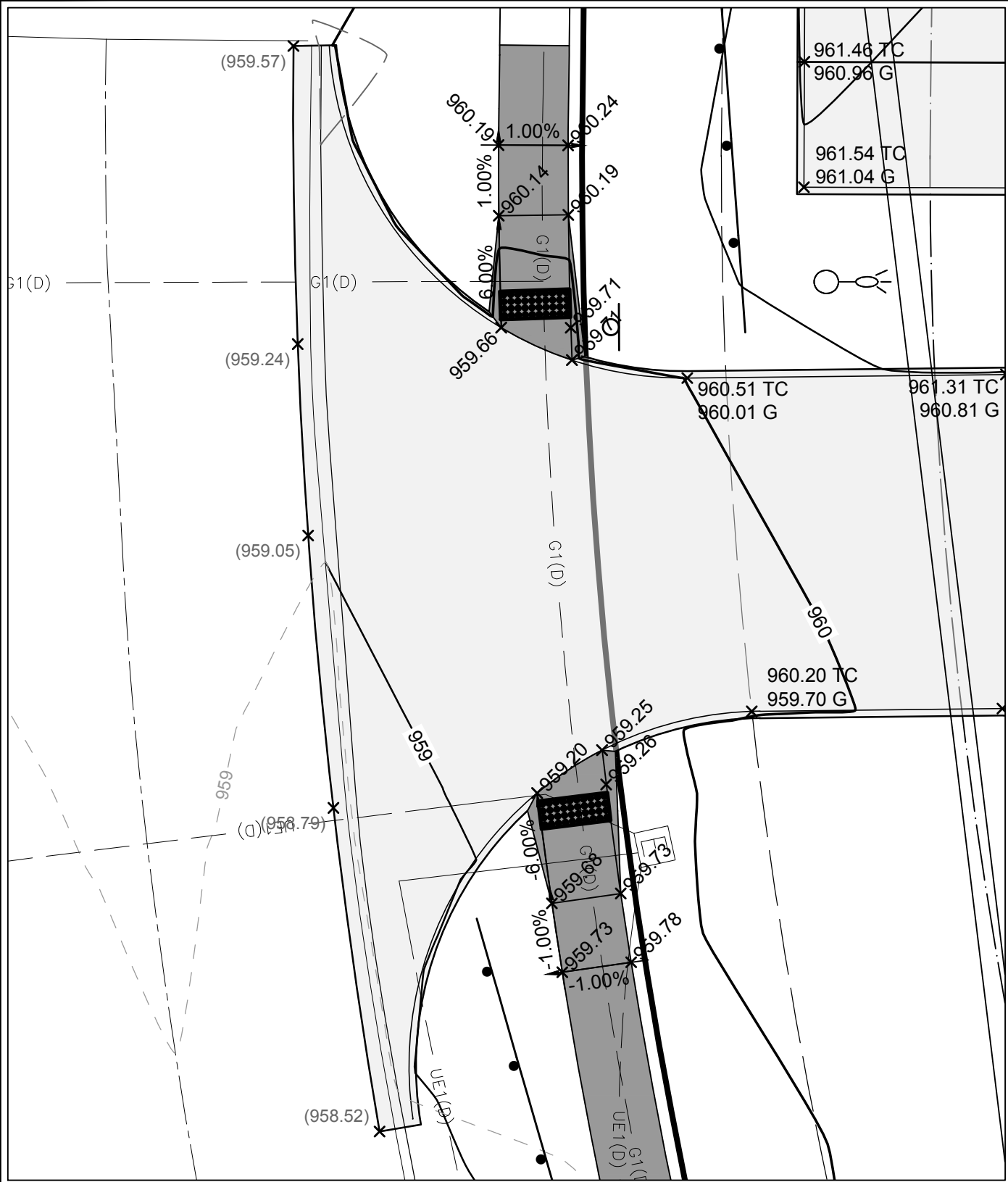


SILT FENCE	= 652 LF
BELOW GRADE INLET PROTECTION	= 4 EA
SEEDING	= 0.58 AC
SOD	= 0.20 AC
CONSTRUCTION ENTRANCE	= 1 EA
CONCRETE WASHOUT	= 1 EA
CLASS "D" RIP RAP	= 35 TONS

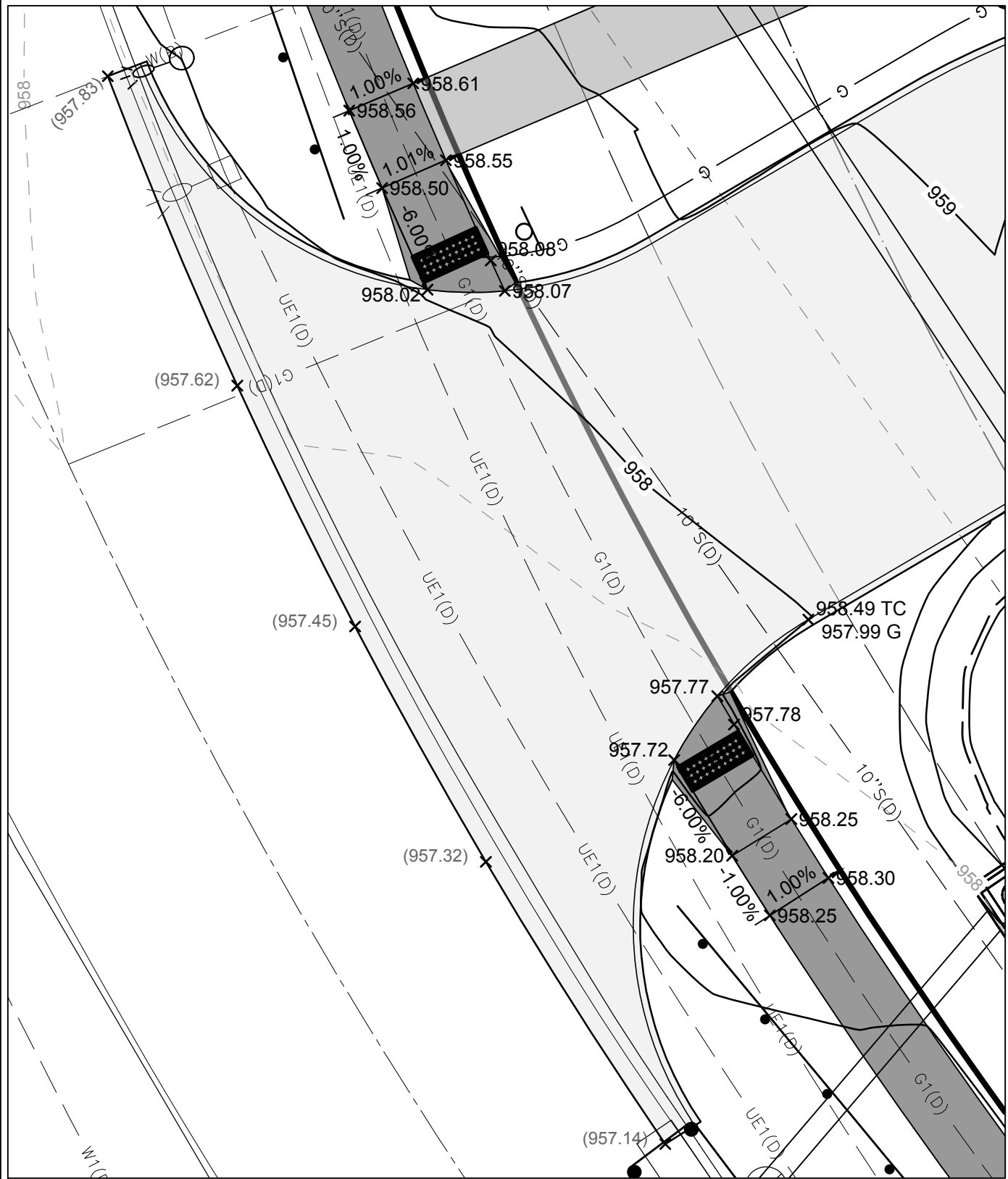
Project No: 121.0234.01 Sheet C400

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

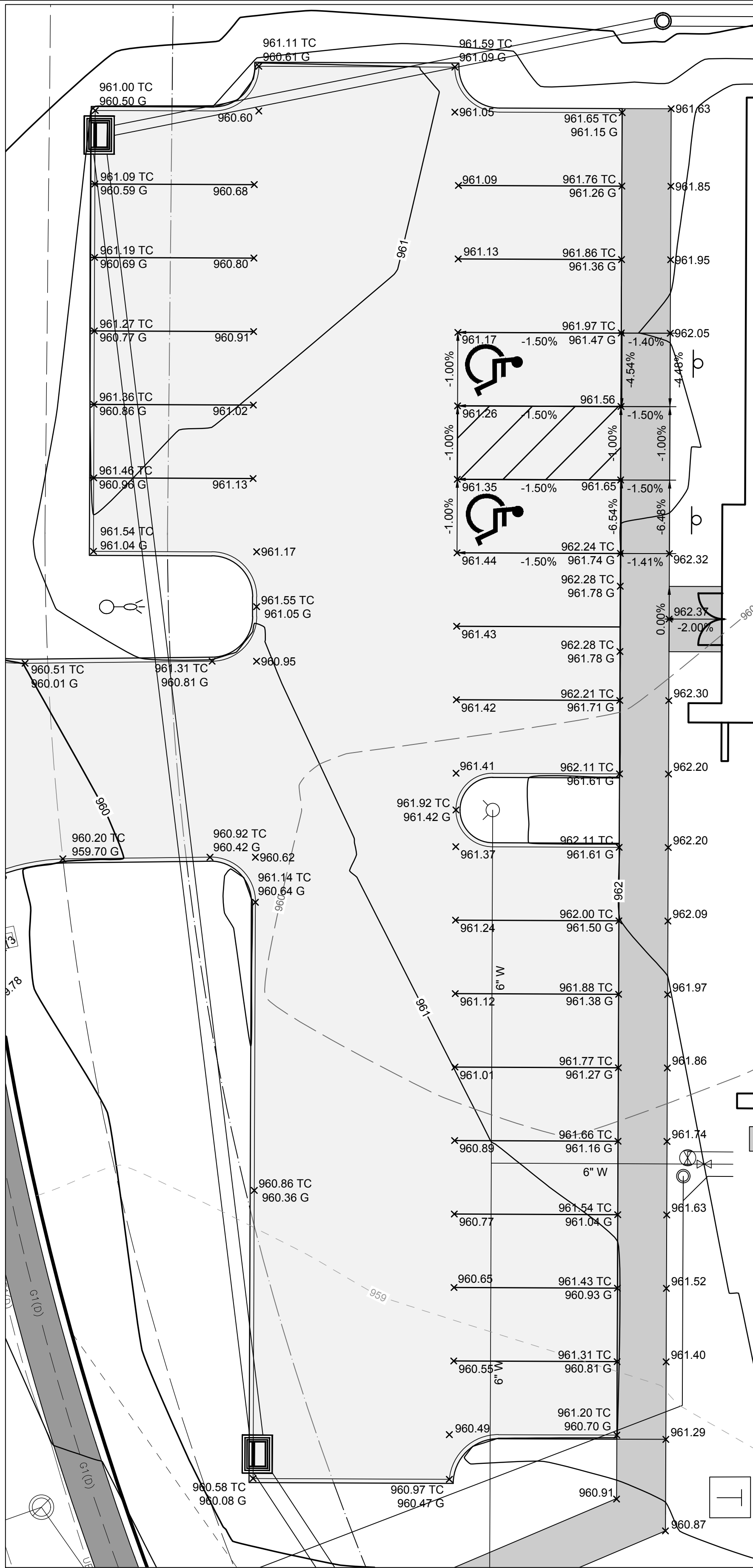




DETAIL A
1" = 10'



DETAIL B
1" = 10'



DETAIL C
1" = 10'

POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

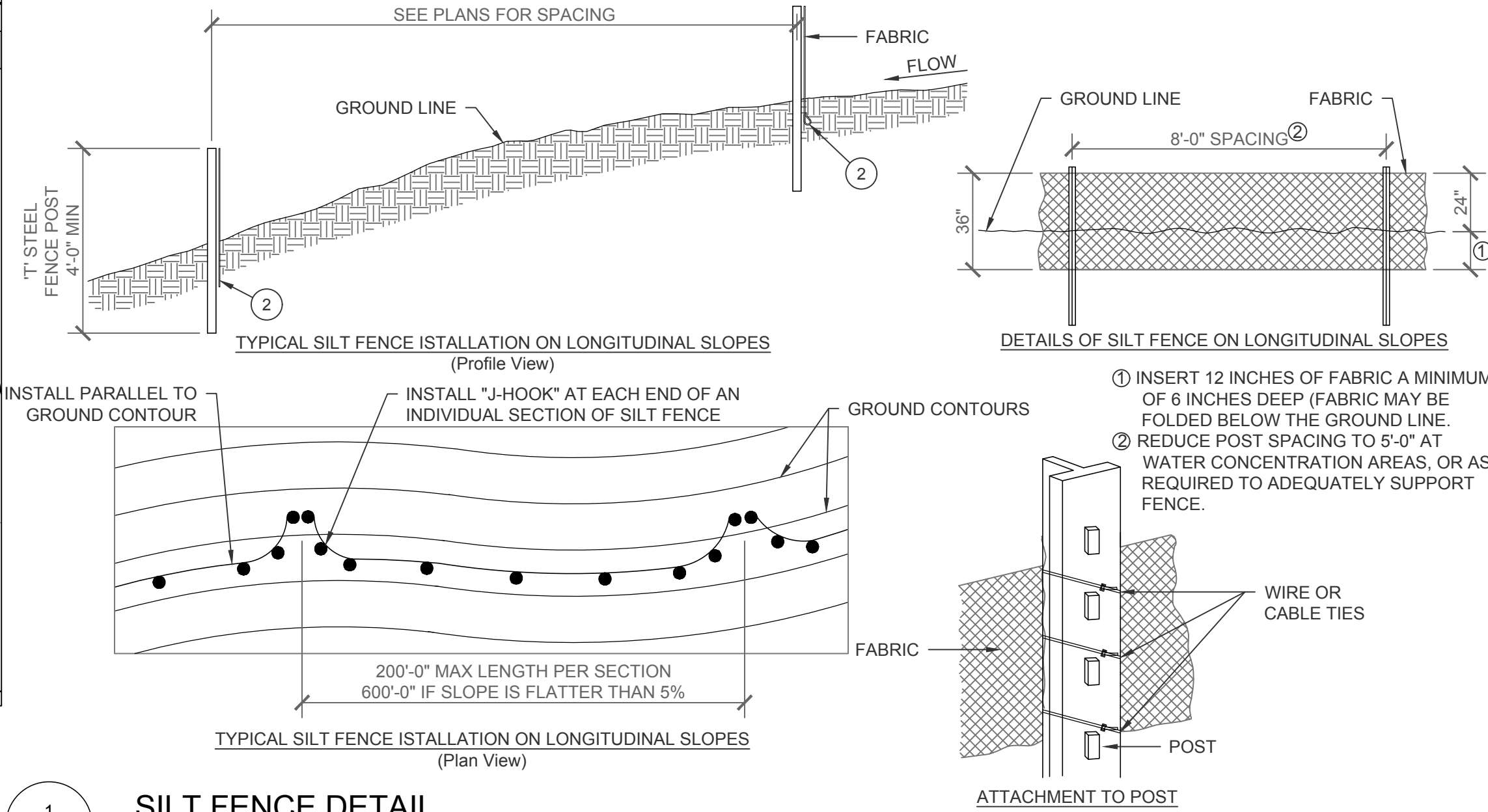
1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY 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.
2. 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

1. 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.
2. 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.
3. 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

1. 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.
2. 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.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. 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:
 - a. 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.
 - b. 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.
 - c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. RESPREAD A MINIMUM OF 8 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
 - i. 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.
 - j. 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.
 - k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".



1
C401
SILT FENCE DETAIL
NO SCALE

2				REVISED AS PER CITY COMMENTS				6/21/21				ZTA			
1				REVISED AS PER CITY COMMENTS				6/21				RMB			
MARK				REVISION				DATE				BY			
Engineer: ZTA				Checked By: KMM				Scale: 1"=10'				T-TN-RRW-SS			
Technician: RMB				Date: 05-24-2021				Project No: 121.0234.01				Sheet C401			

1831 SE PRINCETON DRIVE

GRADING & EROSION PLAN DETAILS

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



SNYDER & ASSOCIATES

Project No: 121.0234.01

Sheet C401





1680 SW Ankeny Rd, #2D
Ankeny, IA 50023
Phone: (515) 597-5457
Fax: (515) 597-5461
www.jcorpdesignbuild.com

KEY PLAN

PROJECT: **Paramount Kitchen & Bath**

1000

REVISIONS:

05 / 18 / 2021

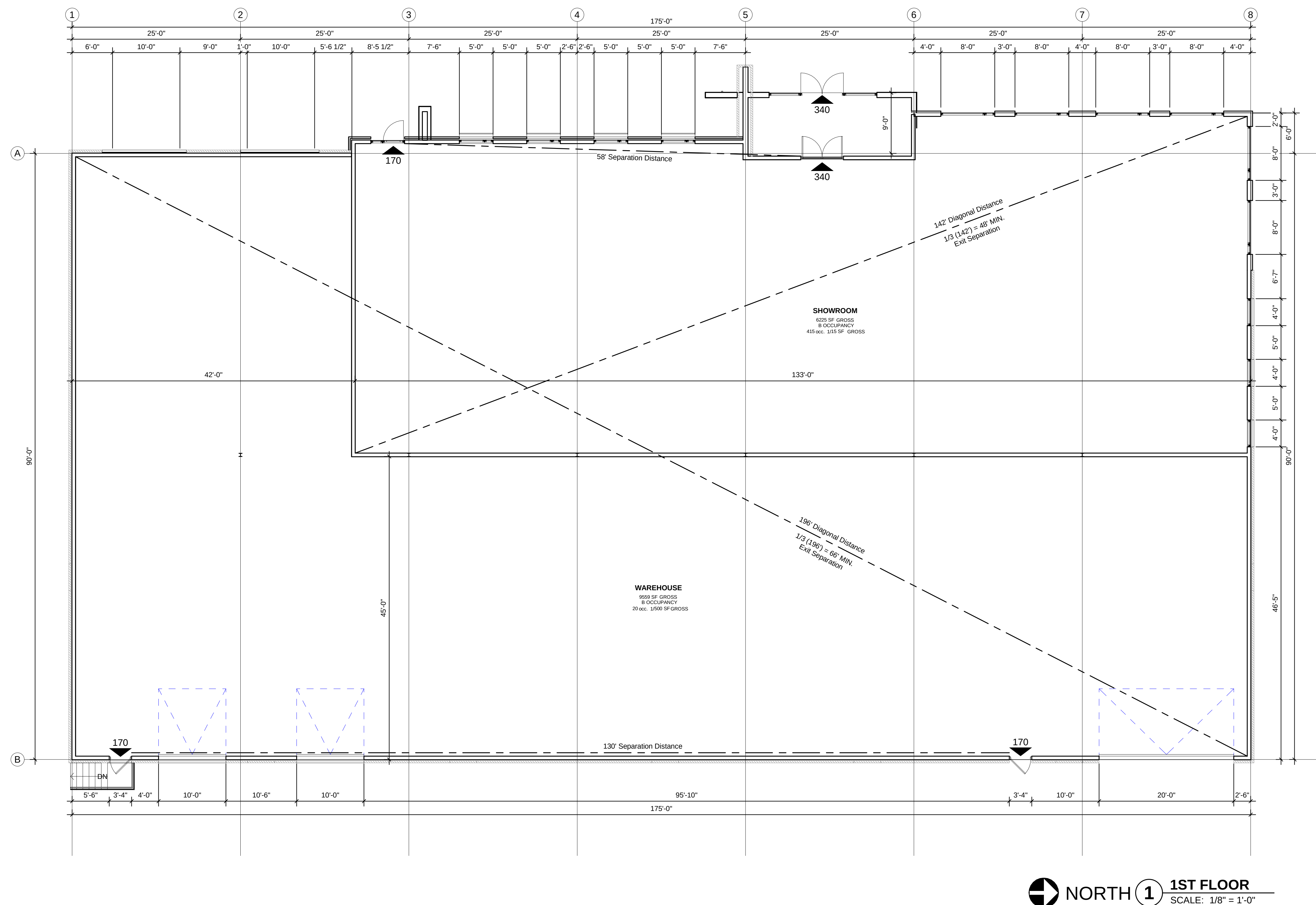
PROJECT NO: 21-014

CONTENTS:
Floor Plans

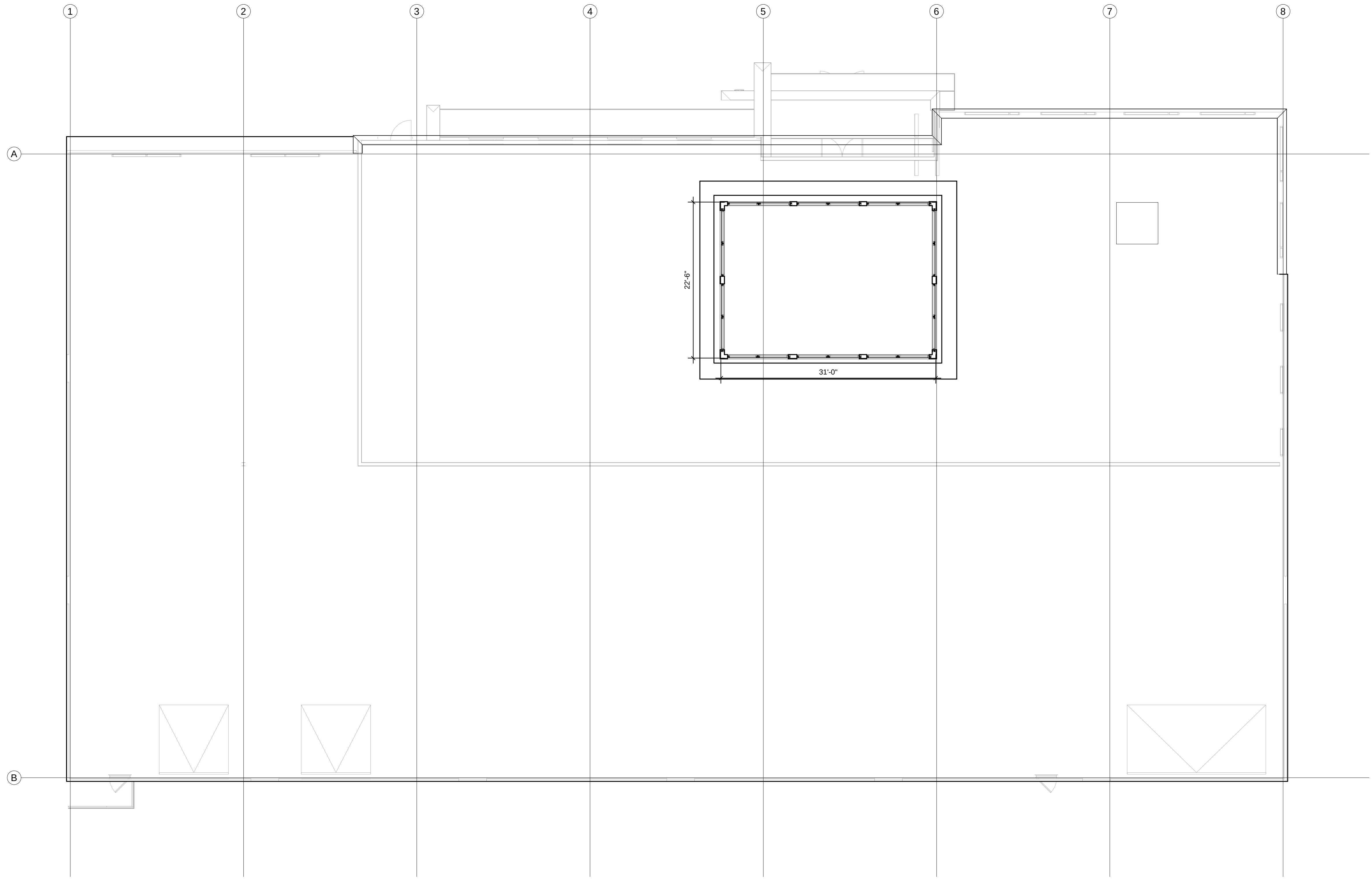
SHEET NO:

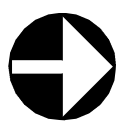
SHEET NO:
A101

PRELIMINARY- NOT FOR CONSTRUCTION



 NORTH **1** **1ST FLOOR**
SCALE: 1/8" = 1'-0"



 NORTH **1** **ROOF PLAN**
SCALE: 1/8" = 1'-0"

PRELIMINARY- NOT FOR CONSTRUCTION



1680 SW Ankeny Rd, #2D
Ankeny, IA 50023
Phone: (515) 597-5457
Fax: (515) 597-5461
www.jcorpdesignbuild.com

KEY PLAN

PROJECT: **Paramount Kitchen & Bath**

REVISIONS:

△	
△	

05 / 18 / 2021
PROJECT NO: 21-014
CONTENTS:
Roof Plan

SHEET NO:
A102



Ankeny, IA 50023

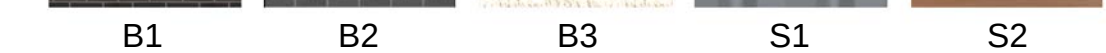
Phone: (515) 597-5457

Phone: (515) 597-5457

Fax: (515) 597-5461

www.jcorpdesignbuild.com

Type Mark	Description	Area
B1	Brick - Modular	5703 SF
B2	Brick - Modular	1193 SF
B3	Cultured Stone	2970 SF
G1	Storefront Glazing	1490 SF
S1	Metal Siding	2411 SF
S2	Nichiha Vintage Wood	703 SF
Grand total: 66		14470 SF



--	--	--	--	--



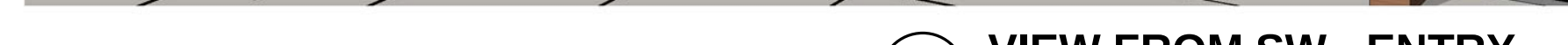
6 7



©



© 2007 The Authors
Journal compilation © 2007 Blackwell Publishing Ltd





REVISIONS:

REVISIONS:

100



--	--

05 / 1

PROJECT NO:

CONTENTS:

Elevations

--	--

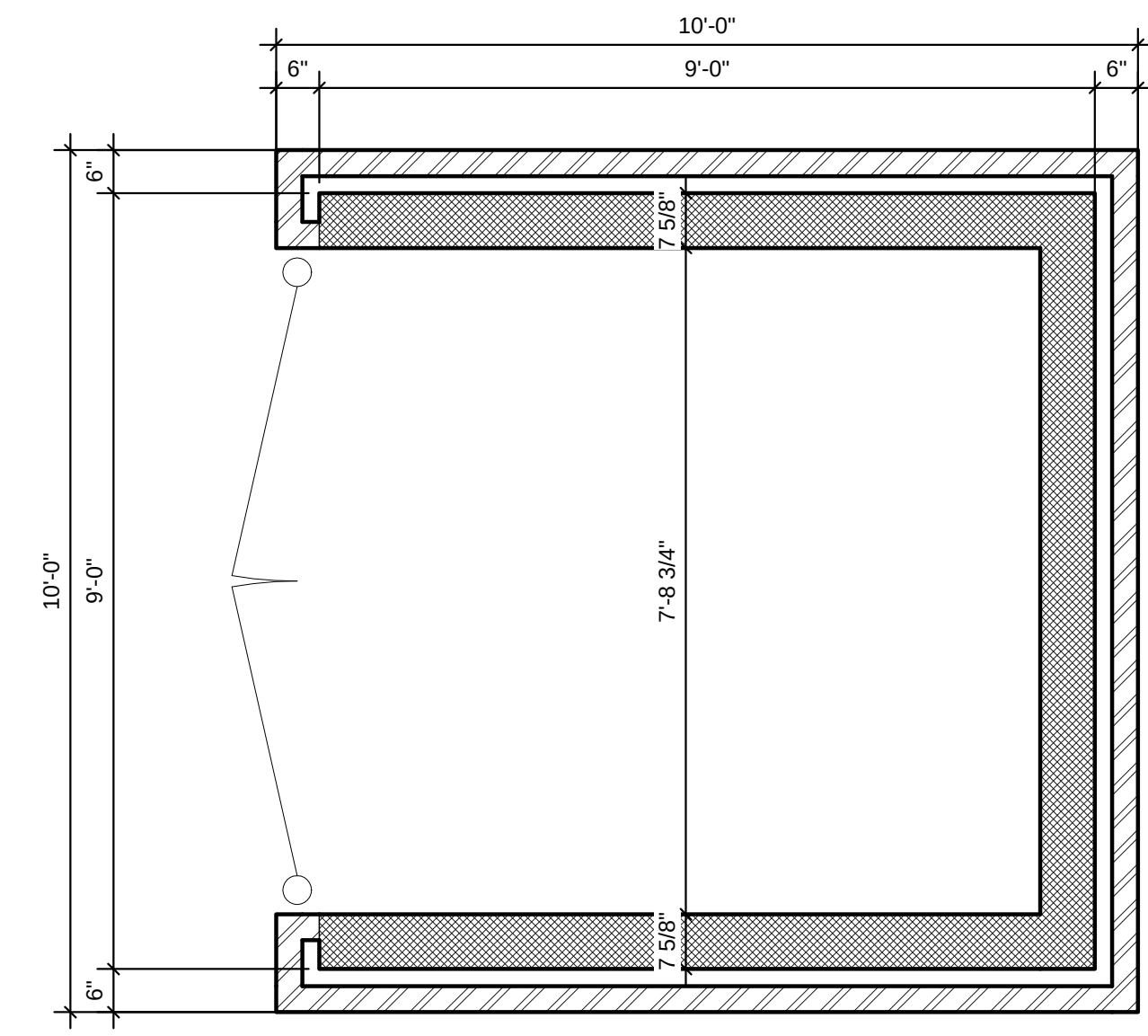
Sheet No. **A**

A4

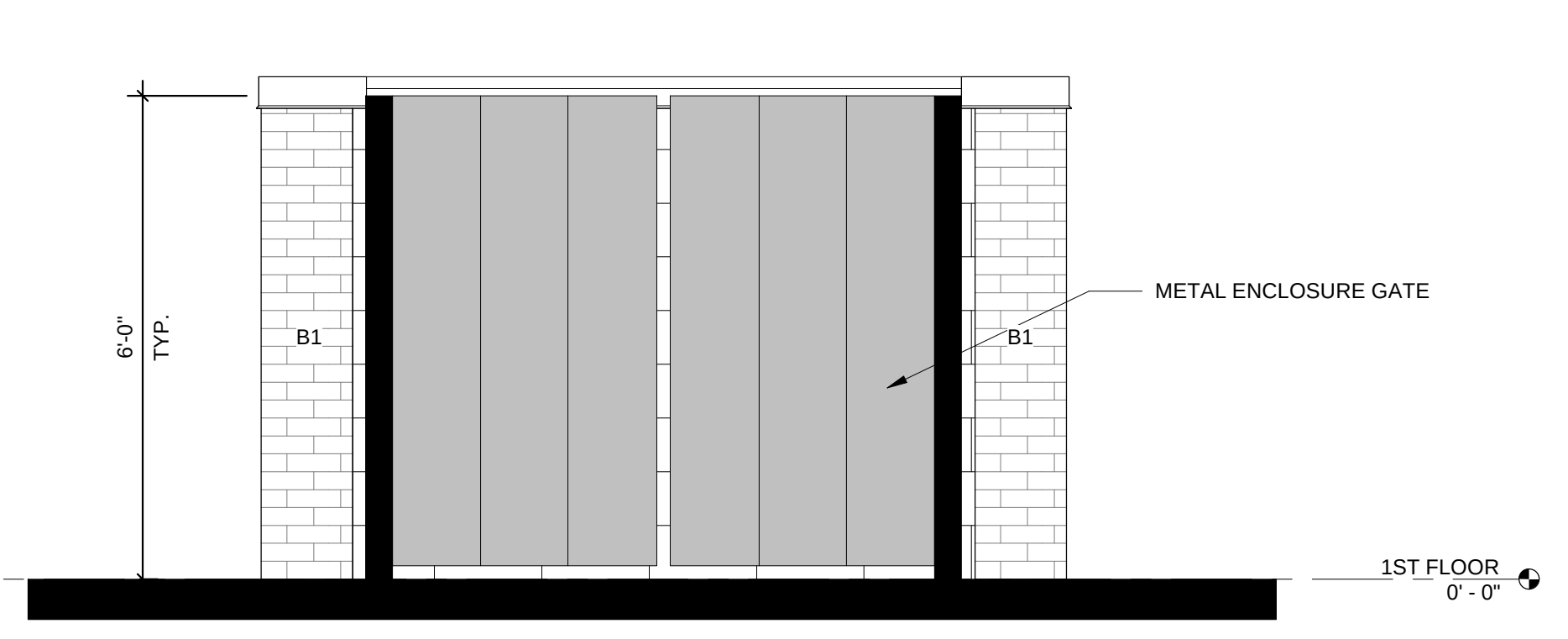
100

--	--

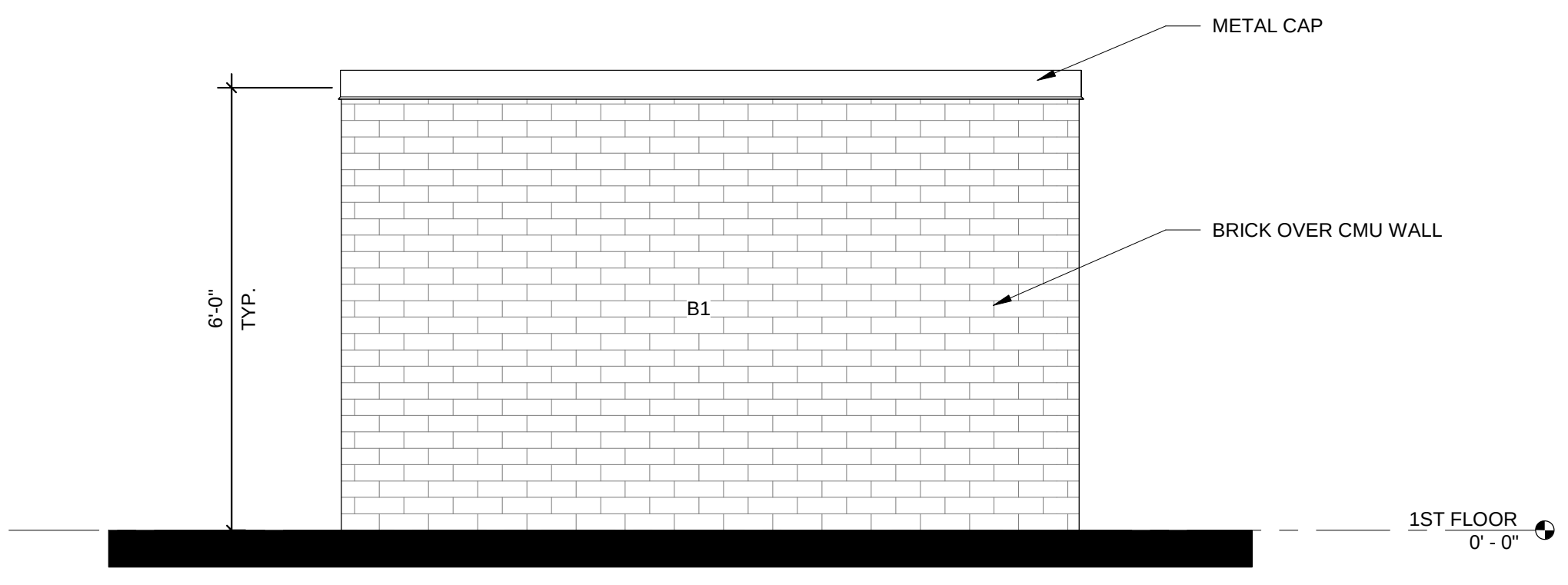
PRELIMINARY- NOT FOR CONSTRUCTION



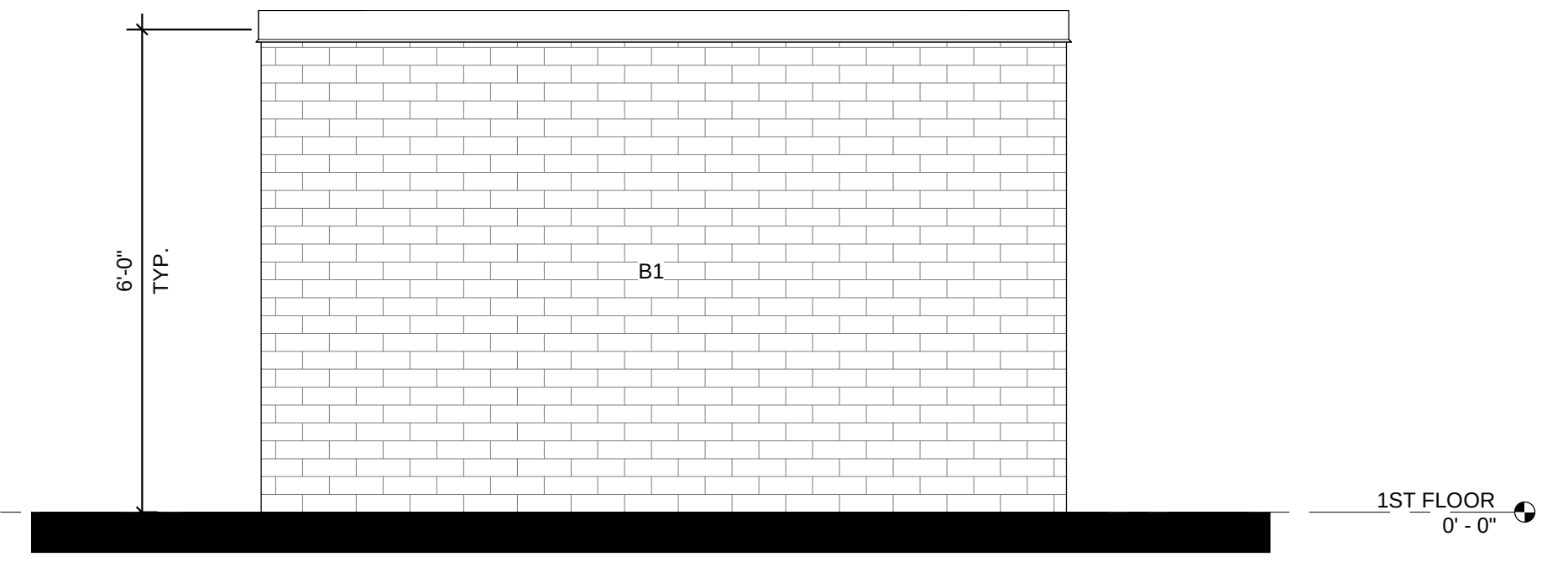
1 DUMPSTER ENCLOSURE
SCALE: 1/2" = 1'-0"



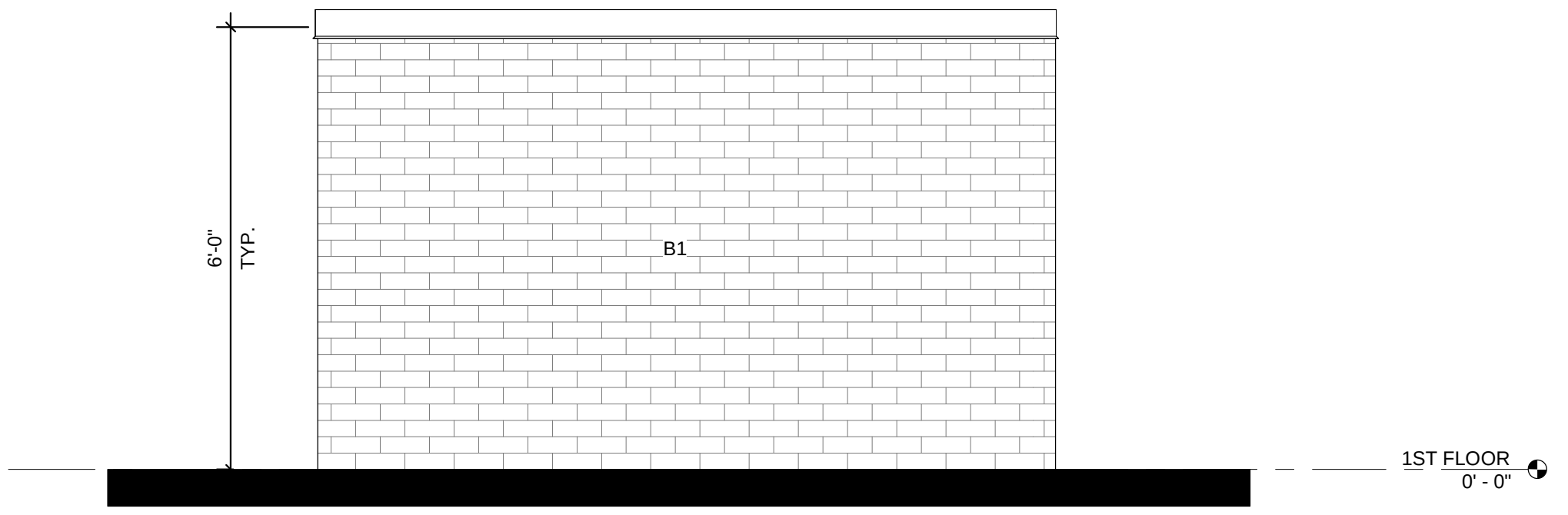
3 DUMPSTER - SOUTH
SCALE: 1/2" = 1'-0"



2 DUMPSTER - EAST
SCALE: 1/2" = 1'-0"



5 DUMPSTER - NORTH
SCALE: 1/2" = 1'-0"



4 DUMPSTER - WEST
SCALE: 1/2" = 1'-0"



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

Grimes Public Library – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for the 14,460 square foot Grimes Public Library located at 200 NE Beaverbrooke Blvd. The property is located within the Heritage at Grimes PUD.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat - 2016

BOARD/COMMISSION ACTION(S):

Approved by Planning and Zoning Commission – 07/06/2021

STAFF/COMMITTEE RECOMMENDATION:

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



WOOD LOOK METAL SOFFIT - KNOTWOOD, CEDAR



FLUSH REVEAL METAL PANEL - MELLENNIUM FORMS, ZALMAG, BLACK
2 STORY VOLUME - COLLECTION SPACES



MODULAR BRICK - GLEN GERY, ST CLOUD
1 STORY VOLUME - STAFF AND MEETING SPACES



SPLIT FACE LIMESTONE
ACCENT



INVISION

GRIMES PUBLIC LIBRARY
EXTERIOR PALETTE

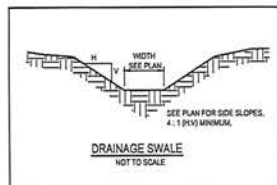
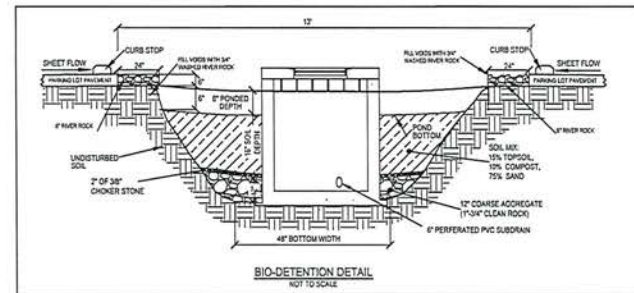
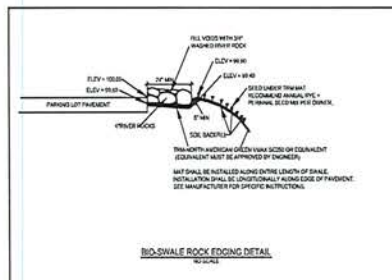
11/21/2021 1:16:23 PM HILLAND PROJECTS 2019.1X6534 GRIVES LIBRARY/ON/GOV/1 COVERING

3. STRIP AND STOOPILE THE TOP 8" OF SOIL ON ALL DISTURBED AREAS.
4. RESEED TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 6".
5. TOPSOIL SHALL BE FREE OF ALL ROCKS AND DEBRIS LARGER THAN 3/4" IN SIZE.
6. TOPSOIL IS DEFINED AS: FERTILE, PRAIRIE LOAM, CAPABLE OF SUPPORTING A GRASS PLANT GROWN TO A MINIMUM HEIGHT OF 12" IN A 12" DEEP PLANTING PIT IN FROZEN OR MUDDY CONDITIONS, REASONABLE FRESH FROM SUBSISTING CLAYS, LOAMS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4" IN DIAMETER, AND FOREIGN MATTER. ACIDITY RANGE (PH) OF 5.5 TO 7.5, CONTAINING MINIMUM 4% PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
7. TOPSOIL SHALL BE AVAILABLE FOR FURNISHING TO ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

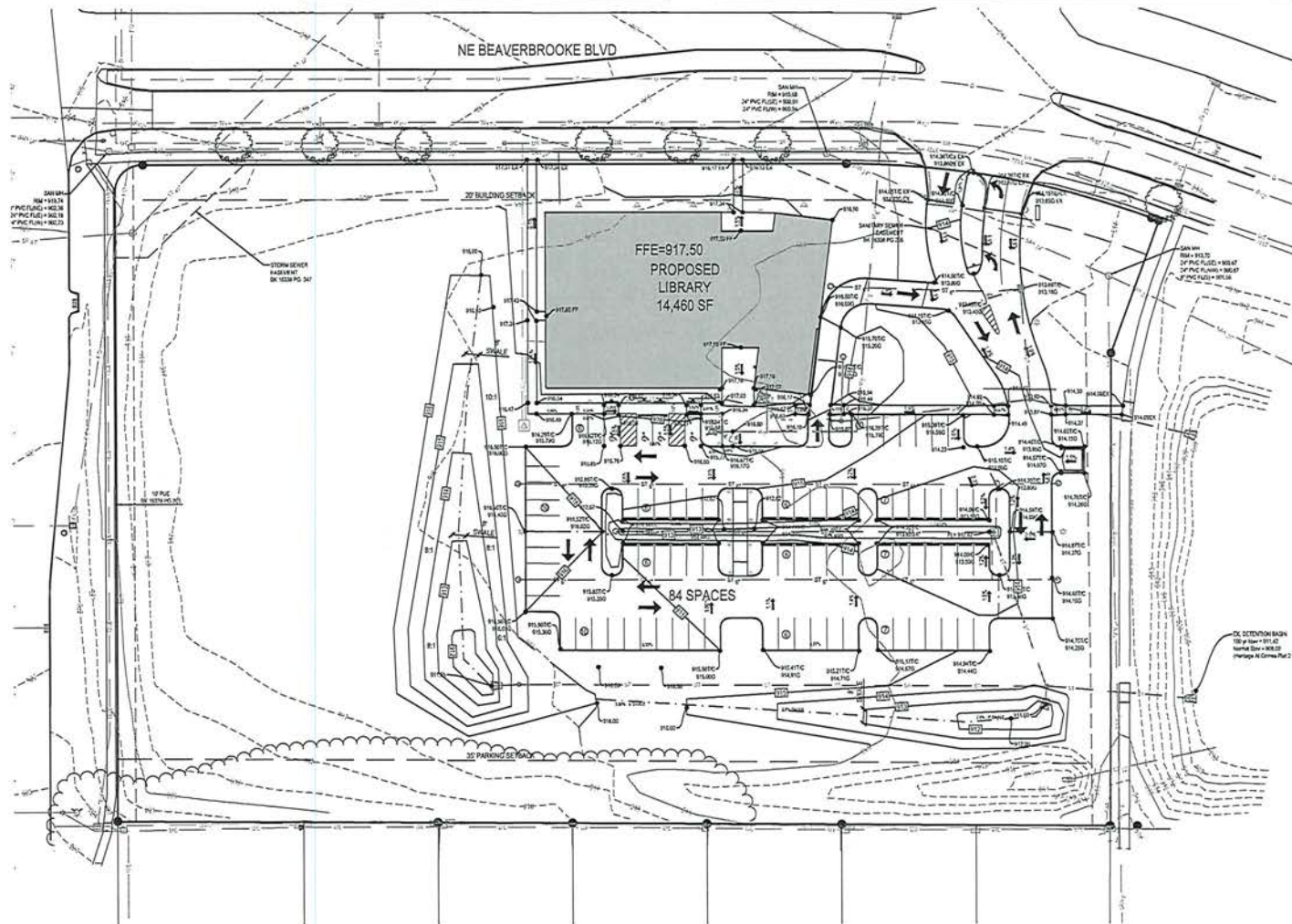
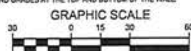
1. ALL FINAL SLOPES SHALL BE 4:1 (HORIZ TO VERT) OR FLATTER, UNLESS OTHERWISE NOTED ON PLANS, ESPECIALLY AT INTAKES AND OPEN PIPE ENDS.

2. SODDING SHALL NOT OCCUR UNTIL OWNER HAS REVIEWED AND ACCEPTED FINAL GRADING.

3. ALL FINISHED EARTH GRADE AREAS AROUND BUILDING SHALL BE A MINIMUM 6" BELOW FINISHED FLOOR ELEVATION, IN ORDER FOR WALL DRAINAGE WEEPS TO WORK.



EXISTING CONTOUR	---	150
PROPOSED CONTOUR	---	150
FINISHED GROUND ELEVATION	●	150.50
TOP OF CURB ELEVATION	●	150.557C
GUTTER ELEVATION	●	150.50G
TOP OF WALL ELEVATION	●	150.507W
BOTTOM OF WALL ELEVATION	●	150.508W
EDGE OF WALK ELEVATION	●	150.508W
TOP OF STAIR ELEVATION	●	150.557S
BOTTOM OF STAIR ELEVATION	●	150.505S



DX, DETENTION BASIN
100-gal Size = \$11.42
Normal Size = \$69.25
Minimum 40-Gallon Size = \$

Bishop Engineering

3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515) 276-0867 Fax: (515) 276-0868

Civil Engineering & Land Surveying
Established 1959

GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD.

GRADING PLAN

REFERENCE NUMBER

DRAWN BY:

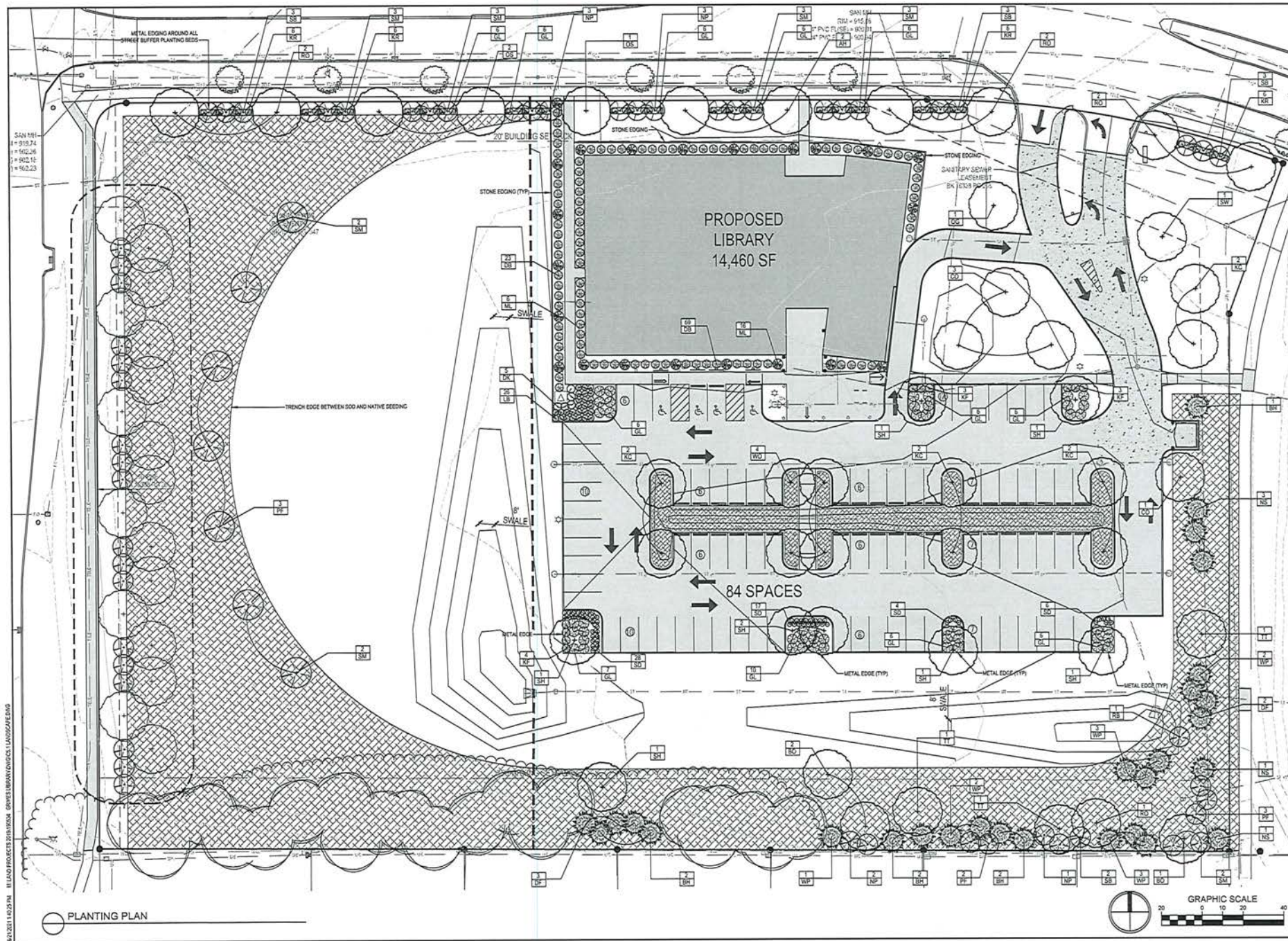
CHECKED BY:
RHB

REVISION DATE:
5-21-21 CITY SUBM
6-8-21 CITY SUBMT
6-21-21 CITY SUBM

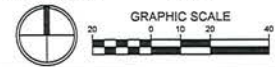
PROJECT NUMBER:
190534

SHEET NUMBER

C3.1



PLANTING PLAN



Bishop Engineering <i>"Planning Your Successful Development"</i> 3501 104th Street Des Moines, Iowa 50323-3825 Phone: (515)264-6667 Fax: (515)264-6217 Civil Engineering & Land Surveying Established 1959	
GRIMES PUBLIC LIBRARY 200 NE BEAVERBROOKE BLVD.	
LANDSCAPE PLAN	
REFERENCE NUMBER:	
DRAWN BY:	CEJ
CHECKED BY:	RHB
REVISION DATE:	5-21-21 CITY SUBMITL 6-8-21 CITY SUBMITL 8-21-21 CITY SUBMITL
PROJECT NUMBER:	190534
SHEET NUMBER:	C5.2

STORM WATER POLLUTION PREVENTION PLAN

PROPERTY DESCRIPTION:
LOT 6 HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT,
NOW INCLUDED IN AND FORMING A PART OF THE CITY OF
GRIMES, POLK COUNTY, IOWA.

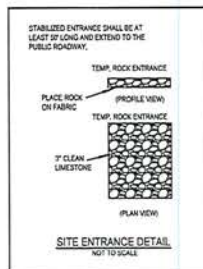
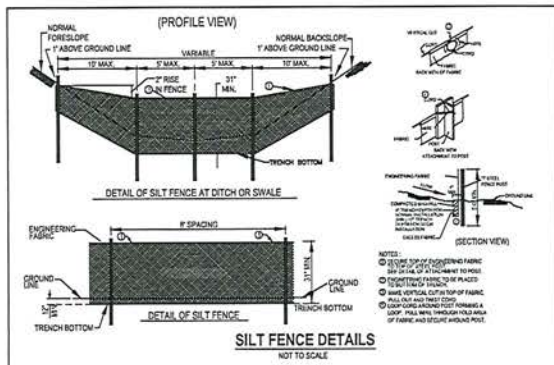
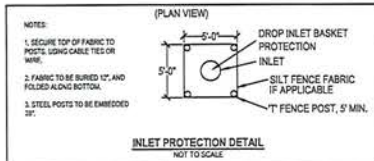
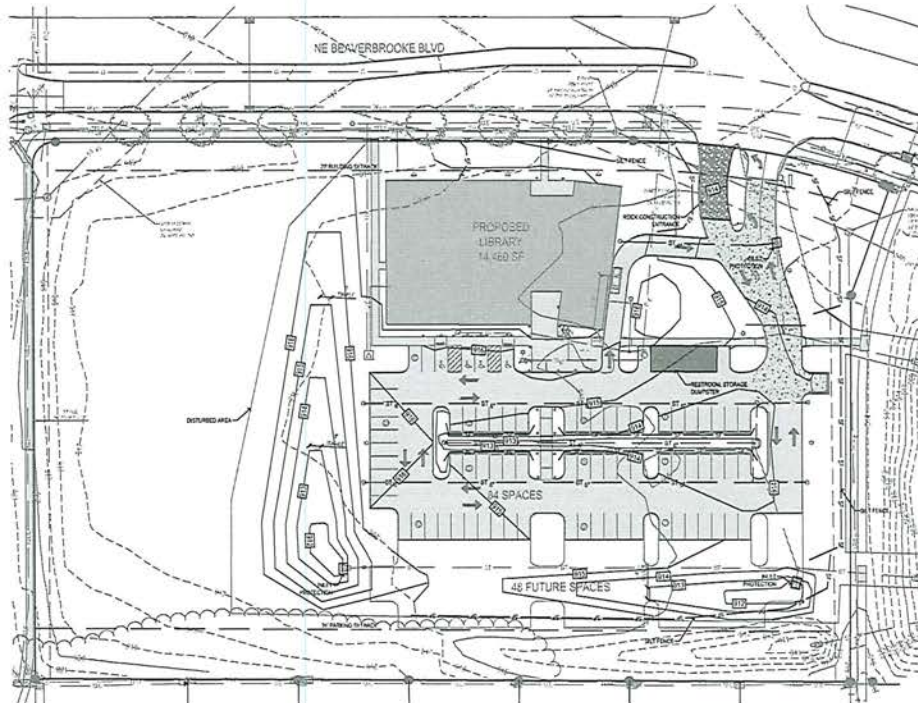
ADDRESS:
200 NE BEAVERBROOKE BLVD
GRIMES, IA 50111

OWNER:
CITY OF GRIMES

101 NE HARVEY ST
GRIMES, IA 50111

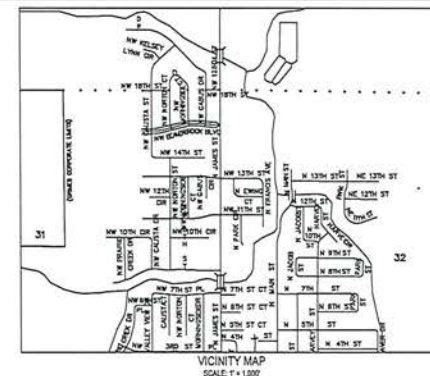
SITE AREA:
4.70 ACRES (204,518 S.F.)

BENCHMARK:
CAP SOL. LOCATED ON HYDRANT @ NW CORNER OF N.
JAMES STREET & NW 7TH PLACE, HOUSE #103
ELEV. = 823.03



ESTIMATE OF QUANTITIES:

1. STABILIZATION (SEEDING & MULCHING)	14,000 SF
2. SILT FENCE	1,500 LF
3. INLET PROTECTION	4 EA
4. CONSTRUCTION ENTRANCE	1,000 SF
5. CONCRETE WASHOUT	1 EA



EROSION CONTROL NOTES:

- SEE SUPPLEMENTAL DETAIL STORM WATER POLLUTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES, ADDITIONAL DETAILS AND NOTE.
- SWPPP PLAN AND NARRATIVE ARE CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY DEPENDING ON SITE CONDITIONS TO ASSURE COMPLIANCE WITH APDES GENERAL PERMIT NO. 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPDATE THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO COMPLY WITH SAID PERMIT NO. 2.
- INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
- INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
- INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
- OTHER EROSION CONTROL TYPES MAY NOT BE SUBSTITUTED FOR SILT FENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH APDES GENERAL PERMIT NO. 2 DURING ALL CONCRETE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF APDES GENERAL PERMIT NO. 2 ARE MET.

EROSION CONTROL REMOVAL NOTES:

- AFTER FINAL STABILIZATION HAS OCCURRED, AS SHOWN IN APDES GENERAL PERMIT NO. 2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION AND TEMPORARY STANDPITS.

LEGEND:	
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
---	SILT FENCE
---	SANITARY SEWER
---	STORM SEWER
---	WATER LINE
---	GAS LINE
---	UNDERGROUND ELECTRIC
---	TELEPHONE LINE
---	FIBER OPTIC
---	CABLE TV

---	STORM MANHOLE
---	CURB INTAKE
---	SURFACE INTAKE
---	FLARED END SECTION
---	SANITARY MANHOLE
---	CLEANOUT
---	FIRE HYDRANT
---	SPRINKLER
---	IRRIGATION CONTROL VALVE
---	WATER MANHOLE
---	WELL
---	WATER VALVE
---	WATER SHUT OFF
---	YARD HYDRANT
---	ELECTRIC MANHOLE
---	ELECTRIC METER
---	ELECTRIC RISER
---	ELECTRIC VAULT
---	POWER POLE
---	TRANSFORMER POLE
---	LIGHT POLE
---	ELECTRIC JUNCTION BOX
---	ELECTRIC PANEL
---	TRANSFORMER
---	GROUND LIGHT
---	GUY WIRE
---	ELECTRIC HANDHOLE
---	GAS METER
---	GAS VALVE
---	AIR CONDITIONING UNIT
---	TELEPHONE RISER
---	TELEPHONE VAULT
---	TELEPHONE MANHOLE
---	TRAFFIC SIGNAL MANHOLE
---	FIBER OPTIC RISER
---	FIBER OPTIC VAULT
---	CABLE TV RISER
---	SDH



Bishop Engineering
"Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322-2432

Phone: (515) 281-4401 Fax: (515) 281-4407
Civil Engineering & Land Surveying
Established 1959

GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD.

SWPPP

REFERENCE NUMBER:

DRAWN BY:
CEJ

CHECKED BY:
RHB

REVISION DATE:
5-21-21 CITY SUBMITL
8-8-21 CITY SUBMITL
8-21-21 CITY SUBMITL

PROJECT NUMBER:
190534

SHEET NUMBER:
C7.1



UTILITY NOTE:
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM
EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT
LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE
THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL
FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

Planning & Zoning Staff Report

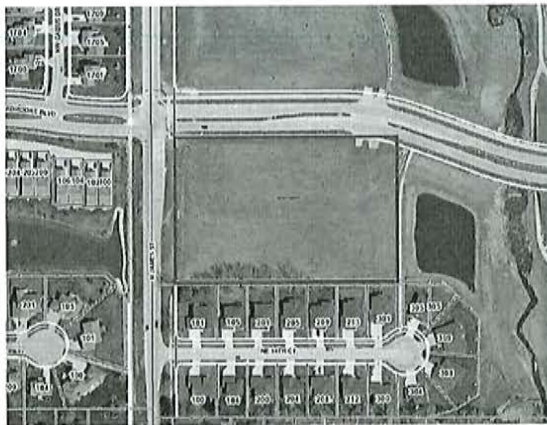


TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: July 6, 2021
RE: Grimes Public Library – Site Plan

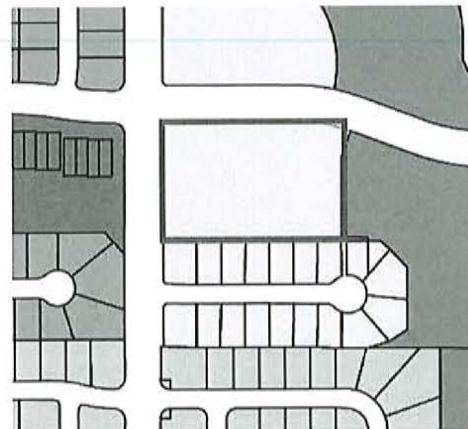
GENERAL INFORMATION:

Applicant:	City of Grimes
Requested Action	Site Plan
Location	200 NE Beaverbrooke Blvd

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Neighborhood Commercial	R-4
North	Vacant	Neighborhood Commercial	R-4
South	Residential	Low Density Residential	R-4
East	Park	Park	Park
West	Residential	Medium Density Residential	R-3

BACKGROUND:

The applicant is requesting approval of the site plan for the 14,460 square foot Grimes Public Library located at 200 NE Beaverbrooke Blvd. The property is located within the Heritage at Grimes PUD.

ANALYSIS:

Building/Elevations:

The building is proposed to be principally constructed of brick veneer and architectural metal siding with limestone accents and sloped roofs. The dumpster enclosure will be constructed of brick veneer to match the building with ribbed metal gates.

Site Layout:

The site has one access point from NE Beaverbrooke Blvd. The building will sit along NE Beaverbrooke Blvd with parking located at the rear of the building. A drive-up book drop-off will be located on the east side of the building. The site provides additional space on the west side of the building for possible future building expansion and on the south side of the site for future parking expansion.

Pedestrian connectivity to the site is existing along NE Beaverbrooke Blvd. Two sidewalk connections from NE Beaverbrooke and one from the existing trail just east of the site will provide connectivity to the building. The missing sidewalk along N James Street will be constructed with this project to provide continuous sidewalk from NE Beaverbrooke Blvd to E 1st Street.

Site lighting is proposed for the development. Pole lights will be provided throughout the parking lot consistent with the Heritage PUD. Illuminated bollards will be located at the building entrances and along the sidewalk leading into the parking lot. Wall pack lighting will be provided on the building.

Parking:

The site provides more than the permitted 125% of the minimum required number of parking spaces. Additional open space equivalent to the increased pavement is provided on site as required by the parking ordinance. A total of 84 parking spaces are proposed.

Landscaping/Streetscape:

The site is required to follow the landscape requirements as set out by the Heritage at Grimes PUD. As proposed, the site will provide more than the required number of plantings. Landscaping will be provided along the right-of-way, along the building foundation, and within parking islands. Additional buffering will be provided along the south property line to shield the single-family homes from the site.

Utilities:

Sanitary sewer to the site will connect from the existing 24" sewer along NE Beaverbrooke Blvd.

Water to the site will connect from the existing 12" main along NE Beaverbrooke Blvd. The building is proposed to be fitted with a fire suppression system, therefore the appropriate FDC and fire hydrant spacing is shown.

Storm water detention is being handled via the regional detention basin just east of the site. A bioswale with native plantings will be provided within the parking lot median to provide additional stormwater management onsite.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for the Grimes Public Library, 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 2, 2021~~

June 16, 2021

Bishop Engineering

Attn: Rick Baumhover

3501 104th Street

Des Moines, IA 50322

RE: Grimes Public Library Site Plan

Dear Mr. Baumhover:

The Development Services Department is in receipt of a proposed Site Plan for the Grimes Public Library. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. We will need a sign application. Staff sent to the Cheryl for signature.~~
- ~~2. Add City standard notes (attached).~~
3. Sheet C5.1 is missing from the plans. Please provide.

Cover Sheet:

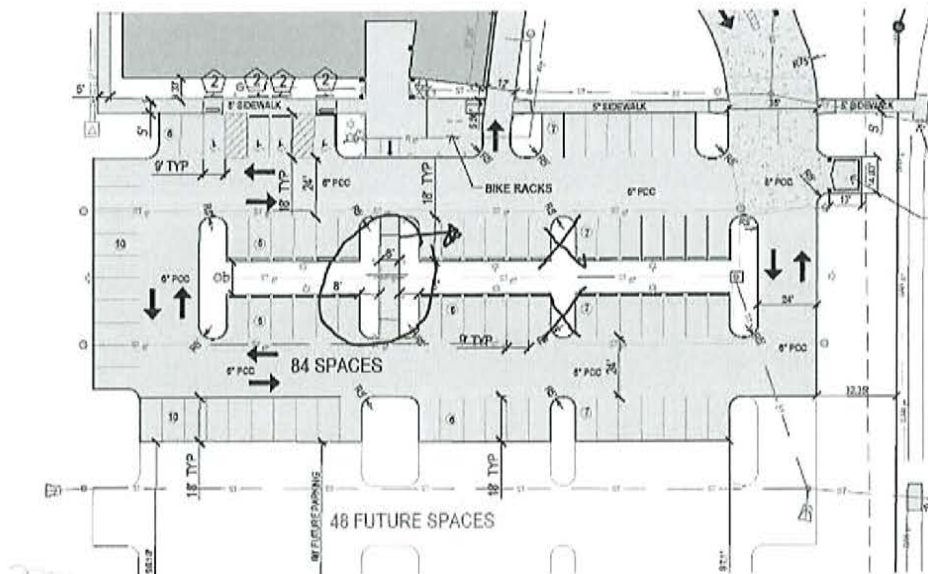
- ~~1. The address will be 200 NE Beaverbrooke Blvd. Please add.~~
- ~~2. A minimum of 3 spaces/1000 GFA are required for the library. Please revise parking calculation. The meeting calculation can be removed.~~
- ~~3. Please note that the site cannot provide more than 125% of the minimum requirement without providing extra open space and a market study (See maximum parking requirements 165.34).~~

Sheet C2.1:

- ~~1. Please add the lot dimensions to the nearest tenth foot.~~
- ~~2. Label stop sign location at Beaverbrooke Blvd.~~

- [illegible]

- R**



7. ~~Is the intent of the bioswale to be bioretention?~~
8. Has Mid-American confirmed the location of the transformer? Staff is concerned that the proposed location would be in the way of the future building expansion. Can the transformer be moved elsewhere on site? Possibly on the east side of the building within the landscape area north of the parking lot?
9. ~~Verify the pavement depth in the legend and plan view match. The labels of the pavement thickness are inconsistent. The legend says 7" PCC but the plan is labeled 6" PCC. Please clarify.~~
10. Please ~~tapper~~ the curb to align the driveway entrance to the parking lot. Reduce width from 36' to 24'.
11. Adjust radius on outer parking islands to 10'.

Sheet C3.1:

1. ~~There is a section of the swale along the south portion of the property that is labeled at 1.33% of slope. The grading will need to be adjusted to a minimal 2% slope. If unable to adjust slope, provide a concrete flume or subdrain system.~~
2. Staff questions the need for the drainage swale on the west side of the parking lot/library. If the intent is to program/activate this space, a 5-foot deep swale acts as an impediment.

Sheet C4.1:

1. ~~Is the only roof drain connection on the south side of the building? Will that be enough?~~
2. ~~If tapping the existing sanitary main, utilize a Romac saddle and televise and pressure test the existing main.~~
3. Why are we not using the existing service lines?
4. Provide 2-year maintenance bonds for site improvements that do not already carry a warranty. Bonds will be needed at time of acceptance of the project.

Sheet 5.1:

1. Revise open space requirement to 1 evergreen/6000sf. Please revise to 1/6000.
2. ~~2 overstory trees are required for parking islands that are equal in size to 2 parking spaces~~
3. ~~Overstory trees are required to be 2.5 caliper minimum.~~
4. Please change the seeding to sod. Staff does not wish to have native plantings in this area.
5. ~~Please remove the trees from the median at the driveway entrance. As proposed, they present a site distance issue.~~
6. Remove the plants from the large parking island in the south row of parking. It doesn't make sense to plant this area if the sidewalk will be extended through the parking island in the future. Please only put in 12 shrubs/plantings to meet the minimum requirements per the PUD.
7. Mulch large island next to book drop off and add shrubs/plantings to make it a plant bed.

Sheet 7.1:

1. ~~Provide quantities for the following items.~~
 - a. ~~Stabilization (seeding, mulch, sod etc.)~~
 - b. ~~Silt fence~~
 - c. ~~Inlet protection~~
 - d. ~~Construction entrance~~

- e. ~~Concrete washout~~
- 2. ~~Provide perimeter sediment controls around the site.~~
- 3. ~~Provide inlet protection for the street intakes immediately adjacent form the entrance.~~

Architecture:

- 1. ~~Provide material percentages for each building elevation.~~
- 2. ~~Provide dumpster enclosure detail.~~
- 3. ~~Is roof mounted equipment proposed? If so, please show location on the elevations and provide details for the screening.~~

Photometric Plan:

- 1. Provide a legend for the photometric plan.
- 2. Label all wall sconce and wall wash lighting locations.

SWPPP:

- 1. Provide SWPPP. Please provide.

Stormwater Management Plan (SWMP):

- 1. ~~Provide existing drainage map.~~
- 2. Provide rain garden design calculations.

Site Plan:

- 1. ~~C3.1: Show proposed contours through the parking lot~~
- 2. ~~C4.1: Label storm sewer pipes.~~
- 3. ~~C4.1: Label critical crossings.~~
- 4. ~~C4.1: 10" Roof connection is in line with 6" and 2" water service valves. Something needs to move.~~

5. C3.1: The city would like the wheel stops in front of the rain garden removed, and instead use curb with curb openings.
6. C3.1 and C6.1: Provide rain garden details.
7. C5.1: Remove seed from the rain garden area and use river rock.
8. C4.1: Label critical crossings. Not all critical crossings were labeled.
9. C4.1 Some of the utilities are covered by hatches.

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 8, 2021 (1 PDF of Site plan with Elevation Plan included)
PLANNING & ZONING:	July 6, 2021 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	July 13, 2021 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 July 13, 2021

AGENDA HEADING:

Heritage Town Center Phase 2 – Site Plan

SYNOPSIS:

The applicant is requesting approval of a site plan which will allow for the construction of a basketball training facility at approximately 48,600 square feet and the remaining internal street network and parking for the Town Center development. The basketball facility will mainly be used for training; however, tournaments are proposed to be held at the facility.

The sports facility and internal streets and parking will comprise Phase 1 of this project. Phase 2 will include a 3-story office/retail building at approximately 37,000 square feet which will be constructed following the completion of the design process.

The property is located within the Heritage at Grimes PUD.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Heritage Town Center Phase 1 - 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval Planning and Zoning Commission – 07/09/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for Heritage Town Center Phase 2 Site Plan, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: July 6, 2021
RE: Heritage Town Center Phase 2 – Site Plan

GENERAL INFORMATION:

Applicant:	TAAG Development
Requested Action	Site Plan
Location	1120 NE Station Crossing

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	Residential	Medium Density Residential	R-4
South	Park	Park	R-4
East	Mixed Use	Mixed Use 1	R-4
West	Vacant	Mixed Use 1	R-4

BACKGROUND:

The applicant is requesting approval of a site plan which will allow for the construction of a basketball training facility at approximately 48,600 square feet and the remaining internal street network and parking for the Town Center development. The basketball facility will mainly be used for training; however, tournaments are proposed to be held at the facility.

The sports facility and internal streets and parking will comprise Phase 1 of this project. Phase 2 will include a 3-story office/retail building at approximately 37,000 square feet which will be constructed following the completion of the design process.

The property is located within the Heritage at Grimes PUD.

ANALYSIS:*Building/Elevations:*

The sports facility is proposed to be principally constructed of pre-cast concrete panels with architectural metal paneling and glazing. Overhead doors are planned on the north side of the building to open the space to the outdoors. The intent is not to provide any level of service to the overhead doors. The Heritage PUD requires that a minimum 75% of the wall areas be provided with a primary material, with the remaining 25% to be permitted as trim or secondary materials. All four elevations exceed the 75% primary wall covering requirement.

A conceptual design for the office/retail portion of the building has been provided. The intent is to carry over the existing character that has been established with the existing building constructed to the east. Store fronts are proposed along the ground floor. Businesses on the second and third floors would be accessed internally through the main entrance. The office/retail portion of the building is not part of this site plan request and will be required to be presented to P&Z and Council for approval prior to construction.

Site Layout:

The site is proposed to have two direct access points from NE Station Crossing. In addition, the internal road network within the town center will provide multiple access points to the site from NE Little Beaver Drive, NE Beaverbrooke Blvd, and NE Heritage Drive.

Parking will be provided along the west, south, and east sides of the building, with existing on-street parking provided on the north side.

Streetscaping with benches, trash receptacles, and tree wells will be provided on the south side of the building with the construction of the office/retail building. These features are shown to be consistent with the Heritage PUD requirements. This area will remain green open space until the office/retail building is constructed.

A trash enclosure is located at the northwest corner of the site and is proposed to be constructed with precast acid-etched concrete to match the principal building.

Ample pedestrian connections are provided into the site from the public streets as well as internal to the town center.

Lighting is shown for the entire site, and is consistent with the Heritage PUD fixture style requirements.

Parking:

Based upon the proposed spectator occupancy and the square footage of the prospective uses (office, restaurant, retail, basketball facility), a total of 342 parking spaces are required to serve the site.

A total of 162 parking spaces will be constructed with this project. Currently, 211 parking spaces are provided on-street and within Phase 1 of the town center. A total of 373 parking spaces would serve the entire town center development after the construction of Phase 2.

The applicant has also provided an overall parking analysis that demonstrates there would only be a very minor parking deficiency upon complete buildout. Staff is comfortable allowing the construction of Phase 2 knowing that deficits in parking are only conceptual at this point, and can be addressed with future phases of the town center. Once additional clarity with respect to tenants and composition of the town center (office vs retail vs restaurant), modifications can be made to the future sites to meet the parking requirements. In addition, the applicant is seeking to establish offsite parking agreements with neighboring properties to allow for overflow during high demand times.

Landscaping/Streetscape:

The site is required to provide a minimum of 20% open space. As proposed, the plan for this site shows 22.84% open space.

The minimum landscaping requirements have been met per the Heritage PUD. A combination of overstory, ornamental, evergreen and shrubs are planted throughout the site.

Utilities:

Sanitary sewer access is provided from an existing 8" sewer running along the north side of the site within the NE Station Crossing ROW. A grease interceptor is shown to accommodate any future food/restaurant uses.

Water is provided from an existing 8" main within the NE Station Crossing ROW. The facility will be fitted with a fire suppression system, therefore the appropriate FDC and hydrant spacing is provided.

Storm water detention is handled regionally within the larger pond to the west of this site.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Heritage Town Center Phase 2 Site Plan, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~June 2, 2021~~

~~June 16, 2021~~

July 2, 2021

Confluence Inc.

Attn: Devon Bloesch

525 17th Street

Des Moines, IA 50309

RE: Heritage Town Center Phase 2 Site Plan

Dear Mr. Bloesch:

The Development Services Department is in receipt of a proposed Site Plan for the Heritage Town Center Phase 2. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide site plan review fee. \$3250~~
- ~~2. Provide SWMP and SWPPP.~~
- ~~3. What is the construction timeline for the front portion of the building? (Part 2).~~
- ~~4. Please provide HRC review letter. Please provide when available.~~
- ~~5. Provide a phasing plan that includes the site improvements intended to be completed with Phase 1 of the building. It is staff's expectation that everything is completed except the Phase 2 building at time of CO for Phase 1 of the building.~~
- ~~6. Provide lighting cut sheets for the light poles.~~
- ~~7. Upon resubmittal, please provide a detailed list of all new features not shown on this 75% plan set.~~
- ~~8. Provide construction drawings for the public utilities (water and sewer)~~

Cover Sheet:

- ~~1. Please clarify what the calculations provided for “Phase 2 percent of green provided” and “Phase green space” mean?~~
- ~~2. Please update Owner Address to current.~~
3. Update the parking calculations on the cover sheet and L002 to ensure they match and are using the same calculation method. **Calculations do not match. Please update.**

L001:

- ~~1. Under erosion control general notes (L) please update stabilization comments to reflect NPDES General permit #2 0/14 day stabilization rules. Current note does not comply with current regulations. DNR changed the stabilization rule to 0/14 day stabilization rule. Note still needs to be updated.~~
- ~~2. Under erosion control general notes (N) 1/2 inch rain inspection are not required by general permit number #2. Suggest removal of note from plan.~~
- ~~3. Under erosion control general notes (A), please update to include runoff coefficient that is not filled in.~~
- ~~4. Provide City of Grimes Standard Notes (attached).~~

L002:

- ~~1. Label the overall impervious vs pervious percentage.~~
- ~~4. The training facility on Site 3 should be calculated based on the assembly/event/arena calculation which is 20/1000 or 1 space per 4 fixed seats. Based on the site plan, it appears 720 seats are proposed which would require 180 parking spaces for the facility.~~
- ~~5. Revise the retail calculations to be based on the flex retail calculation of 6/1000 to accommodate retail and restaurant uses. Alternatively, parking calculations could be provided for retail uses (4/1000) and restaurant uses (10/1000).~~
- ~~6. Based on the attached parking calculator table, a minimum of 677 parking spaces is required for the entire town center. 127 additional spaces are required to be provided. Staff is open to allowing shared parking on adjoining sites to provide the additional 127 spaces, however there will need to be a formal arrangement documented and provided to staff for review. Staff will support this proposed parking for this phase,~~

~~however details related to any offsite parking arrangements will need to be provided for the next future phase to move forward.~~

- ~~7. Staff is concerned with the ability to provide ADA parking spaces across the entire site, consistent with the ADA Standards. Based upon current standards, spaces may need to be provided for each parking area/building. As currently shown, ADA spaces are not provided across the entire site, which will result in a reduced number of provided parking spaces (need to provide appropriate aisles). Staff is ok with evaluating the ADA parking requirements with each phase, with the understanding that modifications to existing sites to meet the minimum standards may be necessary.~~

Sheet L100:

- ~~1. Please add the property line on the plan.~~
- ~~2. Add truncated domes to the main crosswalk on the south side of the building. Please label and add to the legend.~~
- ~~3. Are there any bollards proposed? There is a bollard detail and they are noted in the legend but we did not see any locations shown on the plans. Please clarify and show proposed locations.~~
- ~~4. Label all ADA parking sign locations.~~
5. Label stop sign locations for the two major intersections, as well as any locations out to the public street. Not all signs are shown for the four way stops. Please revise.
6. Please provide paved walkway from the overhead doors on the north side of the building to the sidewalk.
7. Extend the sidewalk on the east side of the building north to the stairs.

Sheet L102:

- ~~1. Parking islands are required every 12 spaces. Please revise in the west parking area south of Town Center Phase 3.~~

L301:

- ~~1. All landscape islands are required to have a minimum of 6 shrubs. Some islands are not shown to have shrubs. Please revise.~~

L303:

1. ~~Provide required evergreen plantings. 4 trees are required. Please remove General Note B.~~
2. ~~Shrubs are required to be #5 minimum.~~
3. ~~Please provide calculation for required vs provided plantings.~~

Sheet C1.1:

1. ~~Provide slope and cross slope details for all ADA Parking spaces.~~
2. ~~Should the parallel ADA parking spaces be at grade with the sidewalk? Can the sidewalk adjacent to the parking spaces provide the required access aisle or does there need to be a designated loading space next to the parking spaces?~~
3. ~~Provide truncated domes on all cross walks. There are a few missing on this sheet (SW corner of site)~~
4. Please provide additional spot elevations for all sidewalk crossings. **Please provide slope and cross slope of all ADA ramps and all sidewalk crossings.**
5. ~~Provide enlarged detail of stair/dumpster area configuration with additional spot elevations.~~

Sheet C1.2:

1. ~~Provide perimeter sediment controls.~~
2. ~~Provide the location of the staging area including dumpster and portable restroom location.~~
3. ~~Provide quantities for the following items.~~
 - i. ~~Stabilization (seeding, mulch, sod etc.)~~
 - ii. ~~Silt fence~~
 - iii. ~~Inlet protection~~
 - iv. ~~Construction entrance~~
 - v. ~~Concrete washout~~
4. ~~Please provide what the size of the construction entrance stone will be.~~

Sheet C1.3:

- ~~1. The north FDC cannot be blocked by parking. Please provide a landscape island in front of the FDC or move to another location.~~
- ~~2. Why are there two FDC locations? Are both needed?~~
- ~~3. Please provide hydrant coverage route lines (150-foot travel path). Please demonstrate hydrant coverage with 150' linear routes. The route should be shown along the path of travel for fire trucks.~~
- ~~4. Label the grease trap and provide a detail. Note that it does not appear to be connected to the sanitary sewer. Verify sizing with WRA for grease interceptor.~~
- ~~5. Check for utility conflicts with landscaping, specifically fire hydrants must have a 5-foot clear zone.~~
- ~~6. Add note that contractor will need to test against the existing valve at the north end connection and against the existing valve to the east at the east connection.~~
- ~~7. Add note to east water main connection to remove existing blow off hydrant and valve (under sidewalk).~~
- ~~8. On a separate sheet, there appears to be an intake within the dumpster enclosure. Note that this will not be permitted due to possible illicit discharges.~~
- ~~9. Staff notes that there are many missing components to the utilities plan. Staff will provide additional comments.~~
- ~~10. It looks like the number of hydrants onsite could be reduced by shifting them around and utilizing the existing hydrants on the East side of the proposed building that were installed for the existing building.~~
- ~~11. One hydrant approximately in the center of the building on the North and South sides would provide coverage for the building and the two possible locations shown for the FDC.~~
12. Commercial sanitary services to be 6".
13. Add note that existing standpipe to be removed.

Sheet C3.2:

1. Show existing hydrant and valve at connection point and label if hydrant is to be removed (blowoff).
2. Labels in plan view on water and sewer say to "Ref to Public Plans", aren't these the public plans? Please remove label.
3. Will hydrants shown north and south of tee and valves be permanent or temporary blowoffs?
4. Label all fittings (tees, bends, etc.) and valves.
5. Label sanitary sewer and water lines and label sizes.
6. Is storm public, if not show in half tone.
7. Label water and sanitary easements.
8. Will pavement removal be needed to install MH #4 at connection to existing?

Sheet C3.3

1. Label sanitary MH #1 in plan view.
2. Sanitary services to connected into main and not public MH.
3. Provide water blowoff on 4" water stub for future building.

Sheet C3.5

4. Provide blowoff hydrant at 8" watermain stub.

Architecture:

- ~~1. Provide elevation for both phases of the building. The building for Phase 1 does not meet the minimum requirements on its own. Staff is willing to allow construction of Phase 2 at a later date but will need the elevations for both phases to be approved together by P&Z and Council. Staff would expect that Phase 2 is constructed shortly after Phase 1. The rendering doesn't quite match the 2D drawings. Please make sure they match.~~
- ~~2. Please provide a rendering of the building without the retail on the front.~~

- ~~3. In the event that the retail/office portion were not constructed 18 months after the completion of Part 1, the sport facility would need to be modified on the south elevation to meet the architecture requirements. Please provide a proposed elevation for the south side of the sport facility that would bring the building into compliance with the Heritage PUD. We will need to present the elevation to P&Z/Council.~~
- ~~4. Please add some additional features to the north elevation to make it more pedestrian oriented. The building feels a lot larger and more commercial than the existing building. Adding awnings and lowering/adding windows at eye level will help to accomplish this. Additional overhead doors would help to break up the long expansive north elevation.~~
5. Add additional material variation on the north side. Can the corners be articulated a little differently than the rest of the north elevation? Can other materials be incorporated? Staff still thinks there should be something added to the north elevation to help break up the scale, possibly another material at the corners or under the windows or adding the same white framing around the garage doors as is shown on the entrance on the west elevation. **Please provide detail for the sunshade over the garage. What will it look like? Label location on the 2D elevations.**
- ~~6. Please provide color elevations and renderings.~~
- ~~7. Has the applicant considered sloping the roof similar to the Phase 1 building to the east? Doing so may provide some continuity between the phases. Is the purpose of the parapet wall at the north corners to help screen the roof units?~~
8. Is roof mounted equipment proposed? If so, please provide locations on the building elevations and provide screening details and elevations. **If the units are visible, staff will require that they be screened from view.**
- ~~9. Provide lighting details and cut sheets. Are any LED light strips or colored lighting proposed? Please provide all proposed lighting. Anything not shown and approved by P&Z/Council will need to go back for approval. Where are the FLB141 LED #2 Symmetric lights proposed to be placed? Where are the BEAM 2 lights proposed to be placed? Do you have a picture showing what they look like?~~

SWPPP

- 1. Fill out all contact information once they are known.**
- 2. Provide NPDES permit once it is received.**

3. Provide all appendices.
4. Once SWPPP is final make sure owner and all contractors sign the certification statements.
5. Provide grading and erosion control sheets within SWPPP document.

Stormwater Management Plan (SWMP)

- ~~1. Provide SWMP. A SWMP is required for this site. Even though a regional pond is providing treatment and storage a narrative, conveyance, and intake spreadsheets still need to be provided.~~
2. Provide 100-yr storm spread sheet and intake spread sheets.
3. SAG Intake CB3 should add uncaptured flows from CB10 and CB13.
4. Flow should not overtop curb for minor storm events, and the ponded area cannot exceed ROW or 6" above crown.

Site Plan

- ~~1. C2.1 2.4: Provide sizes of existing storm sewers tying into proposed structures.~~
- ~~2. C2.1 2.4: Label critical crossings.~~
- ~~3. C2.1 2.4: Label all storm sewer and structures.~~
4. C2.2: CB 12 – The existing storm sewer drawn in this area does not match the plans Bishop Engineering submitted for Heritage Town Center. They show a double great intake near the middle of the intersection and a FES in the middle of the street heading West/Northwest. Please verify.

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 8, 2021~~
~~June 23, 2021~~
July 7, 2021

(1 PDF of Site plan with Elevation Plan included)

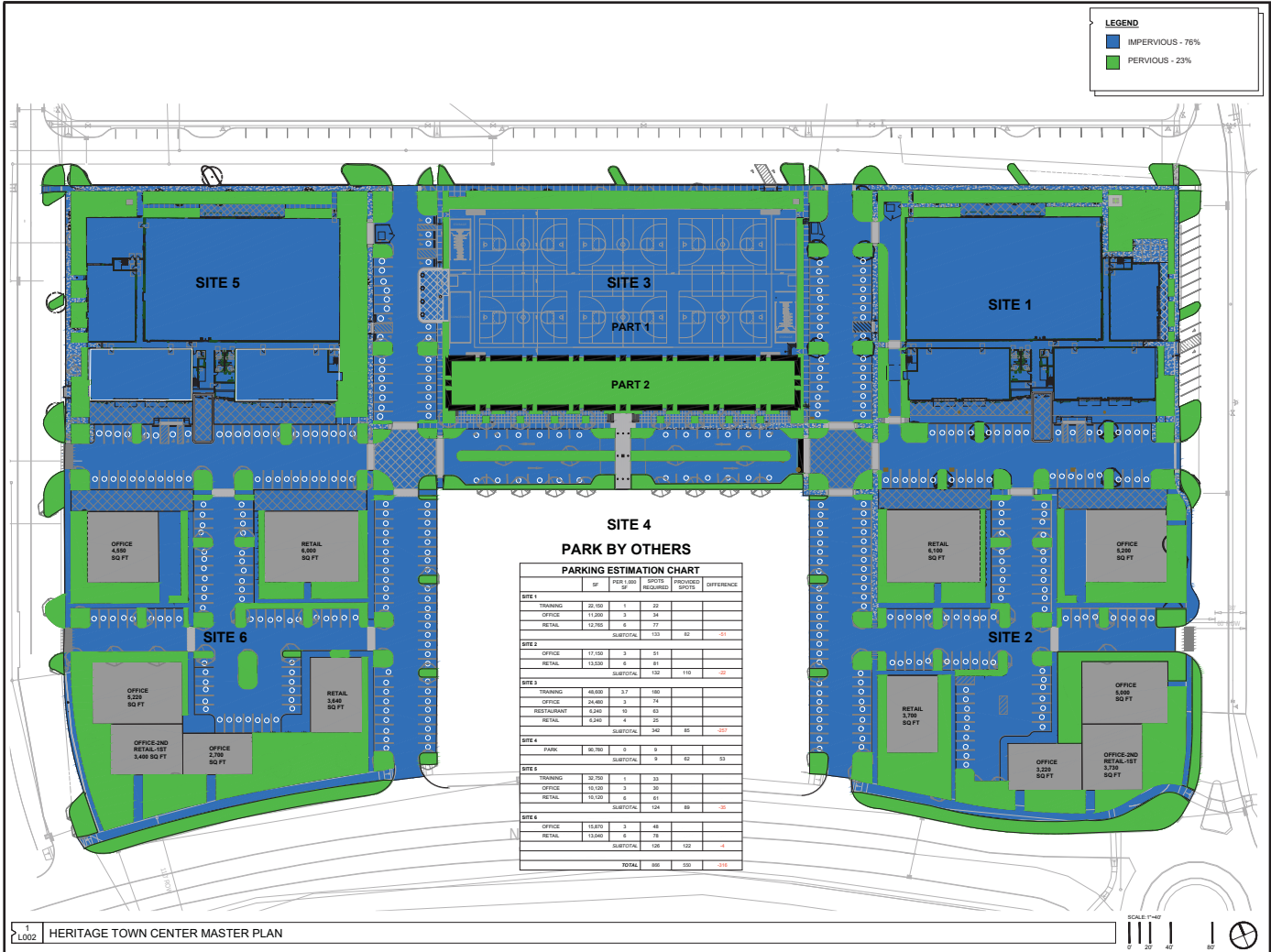
PLANNING & ZONING: July 6, 2021 at 5:30 at the Grimes City Hall

COUNCIL MEETING: July 13, 2021 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



CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
521 17TH STREET
DES MOINES, IOWA 50309
515.284.8475
CONTACT: DEVON BLOSCHE, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50305
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
5500 WEST PERRY AVE
JOHNSTON, IA 50531
515.313.7025
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES
TAAG DEVELOPMENT, LLC
GRIMES / IA

ISSUE SCHEDULE

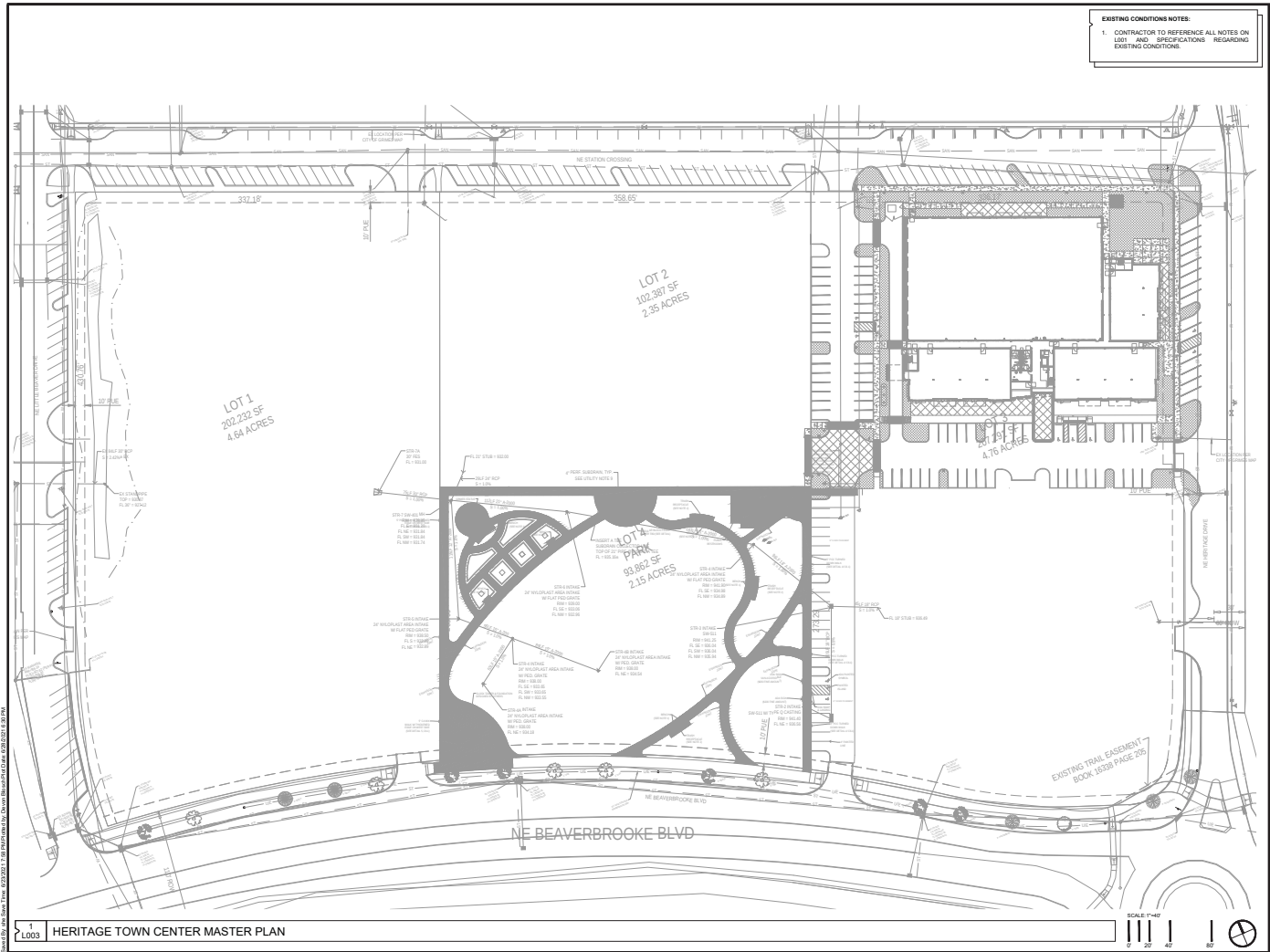
NO.	DATE	DESCRIPTION
1	6/23/2021	CONCEPT PLAN FOR PRELIMINARY
2	6/23/2021	CONCEPT PLAN FOR PRELIMINARY
3	6/23/2021	CONCEPT PLAN FOR PRELIMINARY

ISSUED
6/23/2021
FOR
SITE
REVIEW
REVISED: 6/23/2021

HTC MASTER PLAN
CONFLUENCE PROJECT NO. 21081

L002

CONFLUENCE ENGINEERING, INC. 1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50319
PHONE: 515.225.4377
FAX: 515.225.4378
WWW.CONFLUENCE-IA.COM



EXISTING CONDITIONS NOTES:
1. CONTRACTOR TO REFERENCE ALL NOTES ON
L001 AND SPECIFICATIONS REGARDING
EXISTING CONDITIONS.

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
521 17TH STREET
DES MOINES, IOWA 50309
515.225.4375
CONTACT: DEVON BLOCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50319
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
5500 WEST PARKWAY AVE
JOHNSTON, IA 50531
515.313.7025
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES
TAAG DEVELOPMENT, LLC
GRIMES / IA

ISSUE SCHEDULE

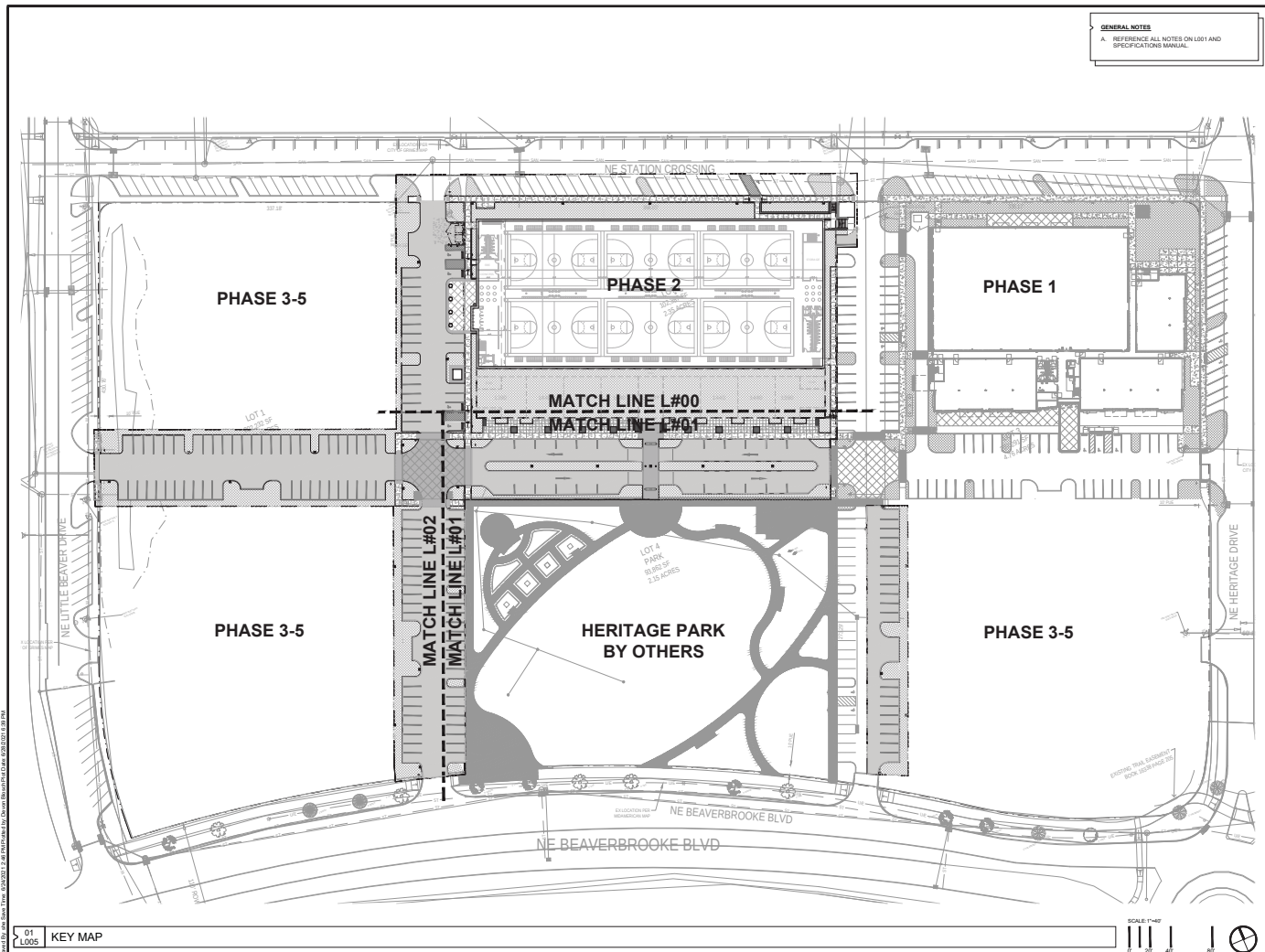
NO.	DATE	DESCRIPTION
1	ISSUED	CONCEPT PLAN FOR PRELIMINARY
2	ISSUED	CONCEPT PLAN FOR PRELIMINARY
3	ISSUED	CONCEPT PLAN FOR PRELIMINARY

ISSUED
6/23/2021
FOR
SITE
REVIEW

CONFLUENCE ENGINEERING, INC. 1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50319
PHONE: 515.225.4377
FAX: 515.225.4378
WWW.CONFLUENCE-IA.COM

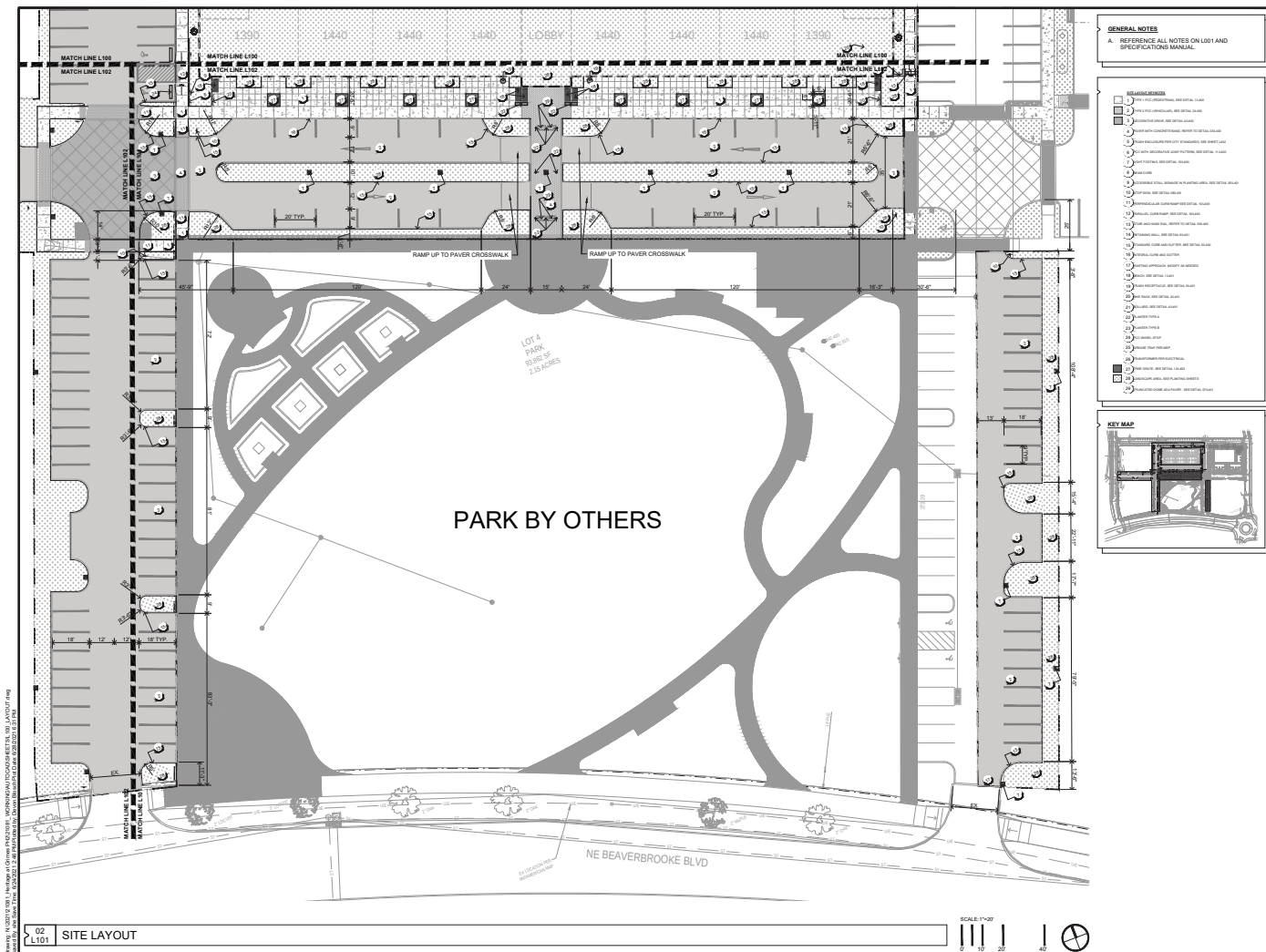
EXISTING
CONDITIONS PLAN
CONFLUENCE PROJECT NO. 21081

L003



GENERAL NOTES

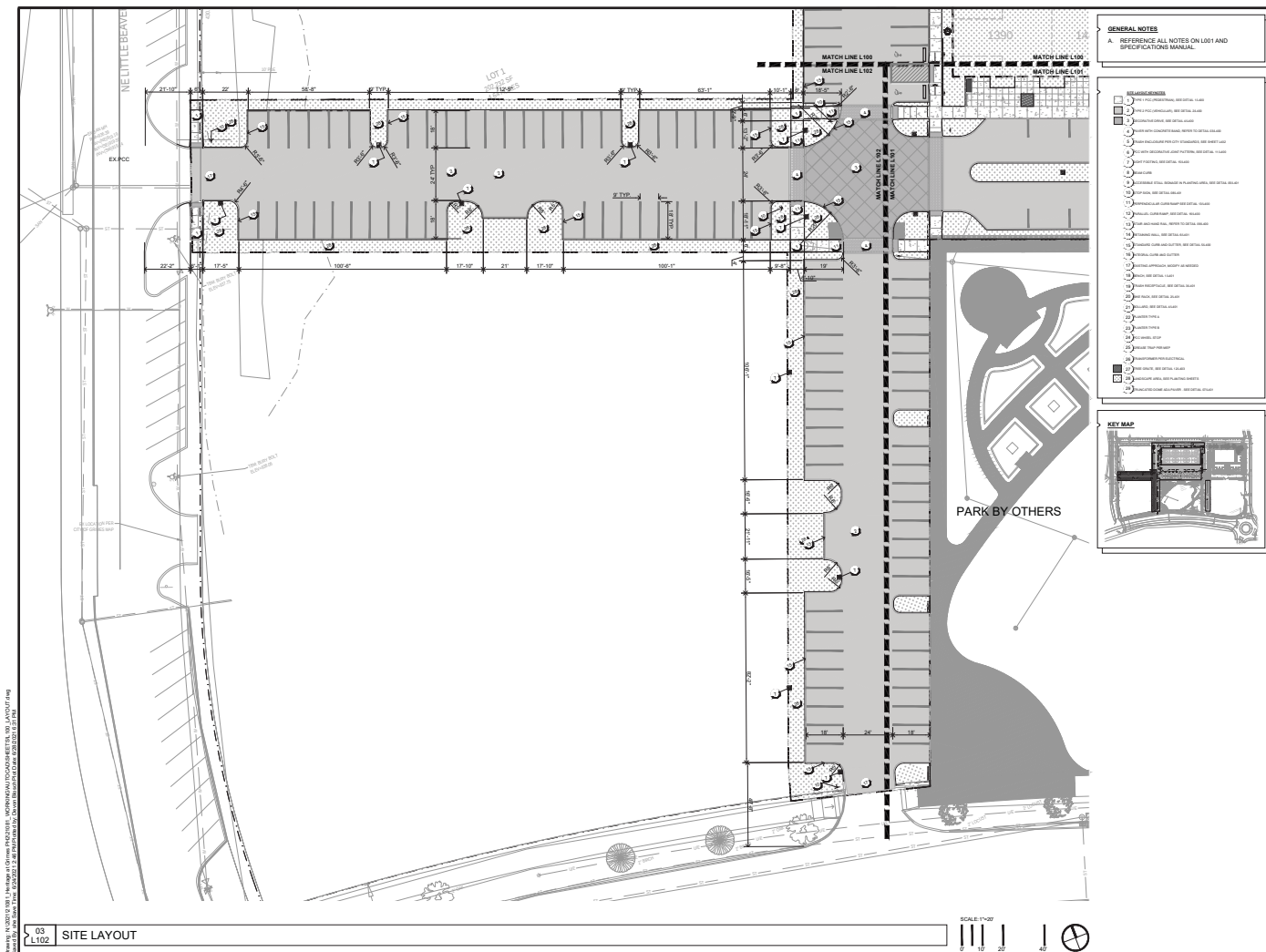
A. REFERENCE ALL NOTES ON L001 AND SPECIFICATIONS MANUAL.



GENERAL NOTES
A. REFERENCE ALL NOTES ON L101 AND SPECIFICATIONS MANUAL.

LEGEND

- 1. 1" = 10' SCALE
- 2. 1" = 20' SCALE
- 3. 1" = 40' SCALE
- 4. 1" = 80' SCALE
- 5. 1" = 160' SCALE
- 6. 1" = 320' SCALE
- 7. 1" = 640' SCALE
- 8. 1" = 1280' SCALE
- 9. 1" = 2560' SCALE
- 10. 1" = 5120' SCALE
- 11. 1" = 10240' SCALE
- 12. 1" = 20480' SCALE
- 13. 1" = 40960' SCALE
- 14. 1" = 81920' SCALE
- 15. 1" = 163840' SCALE
- 16. 1" = 327680' SCALE
- 17. 1" = 655360' SCALE
- 18. 1" = 1310720' SCALE
- 19. 1" = 2621440' SCALE
- 20. 1" = 5242880' SCALE
- 21. 1" = 10485760' SCALE
- 22. 1" = 20971520' SCALE
- 23. 1" = 41943040' SCALE
- 24. 1" = 83886080' SCALE
- 25. 1" = 167772160' SCALE
- 26. 1" = 335544320' SCALE
- 27. 1" = 671088640' SCALE
- 28. 1" = 1342177280' SCALE
- 29. 1" = 2684354560' SCALE
- 30. 1" = 5368709120' SCALE
- 31. 1" = 10737418240' SCALE
- 32. 1" = 21474836480' SCALE
- 33. 1" = 42949672960' SCALE
- 34. 1" = 85899345920' SCALE
- 35. 1" = 171798691840' SCALE
- 36. 1" = 343597383680' SCALE
- 37. 1" = 687194767360' SCALE
- 38. 1" = 1374389534720' SCALE
- 39. 1" = 2748779069440' SCALE
- 40. 1" = 5497558138880' SCALE
- 41. 1" = 10995116277760' SCALE
- 42. 1" = 21990232555520' SCALE
- 43. 1" = 43980465111040' SCALE
- 44. 1" = 87960930222080' SCALE
- 45. 1" = 175921860444160' SCALE
- 46. 1" = 351843720888320' SCALE
- 47. 1" = 703687441776640' SCALE
- 48. 1" = 1407374883553280' SCALE
- 49. 1" = 2814749767106560' SCALE
- 50. 1" = 5629499534213120' SCALE
- 51. 1" = 11258999068426240' SCALE
- 52. 1" = 22517998136852480' SCALE
- 53. 1" = 45035996273704960' SCALE
- 54. 1" = 90071992547409920' SCALE
- 55. 1" = 180143985094819840' SCALE
- 56. 1" = 360287970189639680' SCALE
- 57. 1" = 720575940379279360' SCALE
- 58. 1" = 1441151880758558720' SCALE
- 59. 1" = 2882303761517117440' SCALE
- 60. 1" = 5764607523034234880' SCALE
- 61. 1" = 11529215046068469760' SCALE
- 62. 1" = 23058430092136939520' SCALE
- 63. 1" = 46116860184273879040' SCALE
- 64. 1" = 92233720368547758080' SCALE
- 65. 1" = 184467440737095516160' SCALE
- 66. 1" = 368934881474191032320' SCALE
- 67. 1" = 737869762948382064640' SCALE
- 68. 1" = 1475739525896764129280' SCALE
- 69. 1" = 2951479051793528258560' SCALE
- 70. 1" = 5902958103587056517120' SCALE
- 71. 1" = 11805916207174113034240' SCALE
- 72. 1" = 23611832414348226068480' SCALE
- 73. 1" = 47223664828696452136960' SCALE
- 74. 1" = 94447329657392904273920' SCALE
- 75. 1" = 188894659314785808547840' SCALE
- 76. 1" = 377789318629571617095680' SCALE
- 77. 1" = 755578637259143234191360' SCALE
- 78. 1" = 1511157274518286468382720' SCALE
- 79. 1" = 3022314549036572936765440' SCALE
- 80. 1" = 6044629098073145873530880' SCALE
- 81. 1" = 12089258196146291747061760' SCALE
- 82. 1" = 24178516392292583494123520' SCALE
- 83. 1" = 48357032784585166988247040' SCALE
- 84. 1" = 96714065569170333976494080' SCALE
- 85. 1" = 193428131138340667952988160' SCALE
- 86. 1" = 386856262276681335905976320' SCALE
- 87. 1" = 773712524553362671811952640' SCALE
- 88. 1" = 1547425049106725343623905280' SCALE
- 89. 1" = 3094850098213450687247810560' SCALE
- 90. 1" = 6189700196426901374495621120' SCALE
- 91. 1" = 12379400392853802748991242240' SCALE
- 92. 1" = 24758800785707605497982484480' SCALE
- 93. 1" = 49517601571415210995964968960' SCALE
- 94. 1" = 99035203142830421991929937920' SCALE
- 95. 1" = 198070406285660843983859875840' SCALE
- 96. 1" = 396140812571321687967719751680' SCALE
- 97. 1" = 792281625142643375935439503360' SCALE
- 98. 1" = 1584563250285286751870879006720' SCALE
- 99. 1" = 3169126500570573503741758013440' SCALE
- 100. 1" = 6338253001141147007483516026880' SCALE
- 101. 1" = 12676506002282294014967032053760' SCALE
- 102. 1" = 25353012004564588029934064107520' SCALE
- 103. 1" = 50706024009129176059868128215040' SCALE
- 104. 1" = 101412048018258352119736256430080' SCALE
- 105. 1" = 202824096036516704239472512860160' SCALE
- 106. 1" = 405648192073033408478945025720320' SCALE
- 107. 1" = 811296384146066816957890051440640' SCALE
- 108. 1" = 1622592768292133633915780102881280' SCALE
- 109. 1" = 3245185536584267267831560205762560' SCALE
- 110. 1" = 6490371073168534535663120411525120' SCALE
- 111. 1" = 12980742146337069071326240823050240' SCALE
- 112. 1" = 25961484292674138142652481646100480' SCALE
- 113. 1" = 51922968585348276285304963292200960' SCALE
- 114. 1" = 103845937170696552570609926584401920' SCALE
- 115. 1" = 207691874341393105141219853168803840' SCALE
- 116. 1" = 415383748682786210282439706337607680' SCALE
- 117. 1" = 830767497365572420564879412675215360' SCALE
- 118. 1" = 1661534994731144841129758825350430720' SCALE
- 119. 1" = 3323069989462289682259517650700861440' SCALE
- 120. 1" = 6646139978924579364519035301401722880' SCALE
- 121. 1" = 13292279957849158729038070602803445760' SCALE
- 122. 1" = 26584559915698317458076141205606891520' SCALE
- 123. 1" = 53169119831396634916152282411213783040' SCALE
- 124. 1" = 106338239662793269832304564822427566080' SCALE
- 125. 1" = 212676479325586539664609129644855132160' SCALE
- 126. 1" = 425352958651173079329218259289710264320' SCALE
- 127. 1" = 850705917302346158658436518579420528640' SCALE
- 128. 1" = 1701411834604692317316873037158841057280' SCALE
- 129. 1" = 3402823669209384634633746074317682114560' SCALE
- 130. 1" = 6805647338418769269267492148635364229120' SCALE
- 131. 1" = 13611294676837538538534984297270728458240' SCALE
- 132. 1" = 27222589353675077077069968594541456916480' SCALE
- 133. 1" = 54445178707350154154139937189082913832960' SCALE
- 134. 1" = 108890357414700308308279874378165827665920' SCALE
- 135. 1" = 217780714829400616616559748756331655331840' SCALE
- 136. 1" = 435561429658801233233119497512663310663680' SCALE
- 137. 1" = 871122859317602466466238995025326621327360' SCALE
- 138. 1" = 1742245718635204932932477990050653242654720' SCALE
- 139. 1" = 3484491437270409865864955980101306485309440' SCALE
- 140. 1" = 6968982874540819731729911960202612970618880' SCALE
- 141. 1" = 13937965749081639463459823920405225941237760' SCALE
- 142. 1" = 27875931498163278926919647840810451882475520' SCALE
- 143. 1" = 55751862996326557853839295681620903764951040' SCALE
- 144. 1" = 111503725992653115707678591363241807529902080' SCALE
- 145. 1" = 223007451985306231415357182726483615059804160' SCALE
- 146. 1" = 446014903970612462830714365452967230119608320' SCALE
- 147. 1" = 892029807941224925661428730905934460239216640' SCALE
- 148. 1" = 1784059615882449851322857461811868920478433280' SCALE
- 149. 1" = 3568119231764899702645714923623737840956866560' SCALE
- 150. 1" = 7136238463529799405291429847247475681913733120' SCALE
- 151. 1" = 14272476927059598810582859694494951363827466240' SCALE
- 152. 1" = 28544953854119197621165719388989902727654932480' SCALE
- 153. 1" = 57089907708238395242331438777979805455309864960' SCALE
- 154. 1" = 114179815416476790484662877555959610910619729920' SCALE
- 155. 1" = 228359630832953580969325755111919221821239459840' SCALE
- 156. 1" = 456719261665907161938651510223838443642478919680' SCALE
- 157. 1" = 913438523331814323877303020447676887284957839360' SCALE
- 158. 1" = 1826877046663628647754606040895353774569915678720' SCALE
- 159. 1" = 3653754093327257295509212081790707549139831357440' SCALE
- 160. 1" = 7307508186654514591018424163581415098279662714880' SCALE
- 161. 1" = 14615016373309029182036848327162830196559325429760' SCALE
- 162. 1" = 29230032746618058364073696654325660393118650859520' SCALE
- 163. 1" = 58460065493236116728147393308651320786237301719040' SCALE
- 164. 1" = 116920130986472233456294786617302641572474603438080' SCALE
- 165. 1" = 233840261972944466912589573234605283144949206876160' SCALE
- 166. 1" = 467680523945888933825179146469210566289898413752320' SCALE
- 167. 1" = 935361047891777867650358292938421132579796827504640' SCALE
- 168. 1" = 1870722095783555735300716585876842265159593655009280' SCALE
- 169. 1" = 3741444191567111470601433171753684530319187310018560' SCALE
- 170. 1" = 7482888383134222941202866343507369060638374620037120' SCALE
- 171. 1" = 14965776766268445882405732687014738121276749240074240' SCALE
- 172. 1" = 29931553532536891764811465374029476242553498480148480' SCALE
- 173. 1" = 59863107065073783529622930748058952485106996960296960' SCALE
- 174. 1" = 119726214130147567059245861496117904970213993920593920' SCALE
- 175. 1" = 239452428260295134118491722992235809940427987841187840' SCALE
- 176. 1" = 478904856520590268236983445984471619880855975682375680' SCALE
- 177. 1" = 957809713041180536473966891968943239761711951364751360' SCALE
- 178. 1" = 1915619426082361072947933783937886479523423902729502720' SCALE
- 179. 1" = 3831238852164722145895867567875772959046847805459005440' SCALE
- 180. 1" = 7662477704329444291791735135751545918093695610918010880' SCALE
- 181. 1" = 15324955408658888583583470271503091836187391221836021760' SCALE
- 182. 1" = 30649910817317777167166940543006183672374782443672043520' SCALE
- 183. 1" = 61299821634635554334333881086012367344749564887344087040' SCALE
- 184. 1" = 122599643269271108668667762172024734689499129774688174080' SCALE
- 185. 1" = 245199286538542217337335524344049469378998259549376348160' SCALE
- 186. 1" = 490398573077084434674671048688098938757996519098752696320' SCALE
- 187. 1" = 980797146154168869349342097376197877515993038197505392640' SCALE
- 188. 1" = 1961594292308337738698684194752395755031986076395010785280' SCALE
- 189. 1" = 3923188584616675477397368389504791510063972152790021570560' SCALE
- 190. 1" = 7846377169233350954794736779009583020127944305580043141120' SCALE
- 191. 1" = 15692754338466701909589473558019166040255888611160086282240' SCALE
- 192. 1" = 31385508676933403819178947116038332080511777222320172544640' SCALE
- 193. 1" = 62771017353866807638357894232076664161023554444640345089280' SCALE
- 194. 1" = 125542034707733615276715788464153328322047108889280690178560' SCALE
- 195. 1" = 251084069415467230553431576928306656644094217778561380357120' SCALE
- 196. 1" = 502168138830934461106863153856613313288188435557122760714240' SCALE
- 197. 1" = 1004336277661868922213726307713226626576376871114245521428480' SCALE
- 198. 1" = 200867255532373784442745261542645325315275374222849104285760' SCALE
- 199. 1" = 401734511064747568885490523085290650630550748445698208571520' SCALE
- 200. 1" = 803469022129495137770981046170581301261101496891396417143040' SCALE
- 201. 1" = 1606938044258990275541962092341162602522202993782792834286080' SCALE
- 202. 1" = 3213876088517980551083924184682325205044405987565585668572160' SCALE
- 203. 1" = 6427752177035961102167848369364650410088811975131171337144320' SCALE
- 204. 1" = 12855504354071922204335696738729300820177623950262342674288640' SCALE
- 205. 1" = 25711008708143844408671393477458601640355247900524685348577280' SCALE
- 206. 1" = 51422017416287688817342786954917203280710495801049370697154560' SCALE
- 207. 1" = 102844034832575377634685573909834406561420991602098741394309120' SCALE
- 208. 1" = 205688069665150755269371147819668813122841983204197482788618240' SCALE
- 209. 1" = 411376139330301510538742295639337626245683966408394965577236480' SCALE
- 210. 1" = 822752278660603021077484591278675252491367932816789931154472960' SCALE
- 211. 1" = 1645504557321206042154969182557350504982735865633579862308945920' SCALE
- 212. 1" = 3291009114642412084309938365114701009965471731267159724617891840' SCALE
- 213. 1" = 6582018229284824168619876730229402019930943462534319449235783680' SCALE
- 214. 1" = 13164036458569648337239753460458804039861886925068638898471573120' SCALE
- 215. 1" = 26328072917139296674479506920917608079723773850137277796943146240' SCALE
- 216. 1" = 52656145834278593348959013841835216159447547700274555593886292480' SCALE
- 217. 1" = 105312291668557186697918027683670432318895095400549111187772584960' SCALE
- 218. 1" = 210624583337114373395836055367340864637790190801098222375545169920' SCALE
- 219. 1" = 421249166674228746791672110734681729275580381602196444751090339840' SCALE
- 220. 1" = 842498333348457493583344221469363458551160763204392889502180679680' SCALE
- 221. 1" = 1684996666696914987166688442938726917102321526408785779004361359360' SCALE
- 222. 1" = 3369993333393829974333376885877453834204643052817571558008722718720' SCALE
- 223. 1" = 6739986666787659948666753771754907668409286105635143116017445437440' SCALE
- 224. 1" = 13479973333575319897333507543509815336818572211270286232034890874880' SCALE
- 225. 1" = 26959946667150639794667015087019630673637144422540572464069781749760' SCALE
- 226. 1" = 53919893334301279589334030174039261347274288845081144928139563499520' SCALE
- 227. 1" = 107839786668602559178668060348078522694548577690162289856279126999040' SCALE
- 228. 1" = 215679573337205118357336120696157045389097155380324579712558253998080' SCALE
- 229. 1" = 431359146674410236714672241392314090778194310760649159425116507996160' SCALE
- 230. 1" = 862718293348820473429344482784628181556388621521298318850233015992320' SCALE
- 231. 1" = 1725436586697640946858688965569256363112777243042596637700466031984640' SCALE
- 232. 1" = 3450873173395281893717377931138512726225554486085193275400932063969280' SCALE
- 233. 1" = 6901746346790563787434755862277025452451108972170386550801864127938560' SCALE
- 234. 1" = 13803492693581127574869511724554050904902217944340773101603728255877120' SCALE
- 235. 1" = 2760698538716225514973902344910810180980443588868154620



GENERAL NOTES
A. REFERENCE ALL NOTES ON L001 AND SPECIFICATIONS MANUAL.

LEGEND

- 1. EXISTING PAVEMENT
- 2. EXISTING ASPHALT
- 3. EXISTING CONCRETE
- 4. EXISTING GRAVEL
- 5. EXISTING DIRT
- 6. EXISTING GRASS
- 7. EXISTING TREES
- 8. EXISTING SHRUBS
- 9. EXISTING FENCES
- 10. EXISTING UTILITIES
- 11. EXISTING LIGHTING
- 12. EXISTING SIGNAGE
- 13. EXISTING LANDSCAPE
- 14. EXISTING BUILDINGS
- 15. EXISTING DRIVEWAYS
- 16. EXISTING SIDEWALKS
- 17. EXISTING STAIRS
- 18. EXISTING RAMP
- 19. EXISTING ELEVATOR
- 20. EXISTING STAIRWELL
- 21. EXISTING LOBBY
- 22. EXISTING OFFICE
- 23. EXISTING RESTROOM
- 24. EXISTING KITCHEN
- 25. EXISTING BREAK ROOM
- 26. EXISTING STORAGE
- 27. EXISTING MECHANICAL
- 28. EXISTING ELECTRICAL
- 29. EXISTING TELEPHONE
- 30. EXISTING INTERNET
- 31. EXISTING SECURITY
- 32. EXISTING FIRE
- 33. EXISTING ALARM
- 34. EXISTING CAMERA
- 35. EXISTING ACCESS
- 36. EXISTING EGRESS
- 37. EXISTING EXIT
- 38. EXISTING ENTRANCE
- 39. EXISTING PORCH
- 40. EXISTING PATIO
- 41. EXISTING DECK
- 42. EXISTING BALCONY
- 43. EXISTING TERRACE
- 44. EXISTING GARDEN
- 45. EXISTING LAWN
- 46. EXISTING YARD
- 47. EXISTING DRIVE
- 48. EXISTING ROAD
- 49. EXISTING HIGHWAY
- 50. EXISTING AIRPORT
- 51. EXISTING RAILROAD
- 52. EXISTING CANAL
- 53. EXISTING RIVER
- 54. EXISTING LAKE
- 55. EXISTING OCEAN
- 56. EXISTING MOUNTAIN
- 57. EXISTING HILL
- 58. EXISTING VALLEY
- 59. EXISTING PLAIN
- 60. EXISTING DESERT
- 61. EXISTING TUNDRA
- 62. EXISTING SAVANNAH
- 63. EXISTING STEPPE
- 64. EXISTING PRairie
- 65. EXISTING Marsh
- 66. EXISTING Wetland
- 67. EXISTING Swamp
- 68. EXISTING Bog
- 69. EXISTING Fen
- 70. EXISTING Moor
- 71. EXISTING Heath
- 72. EXISTING Scrub
- 73. EXISTING Shrubland
- 74. EXISTING Woodland
- 75. EXISTING Forest
- 76. EXISTING Park
- 77. EXISTING Garden
- 78. EXISTING Field
- 79. EXISTING Pasture
- 80. EXISTING Rangeland
- 81. EXISTING Farmland
- 82. EXISTING Cropland
- 83. EXISTING Pastureland
- 84. EXISTING Woodland
- 85. EXISTING Forestland
- 86. EXISTING Parkland
- 87. EXISTING Gardenland
- 88. EXISTING Fieldland
- 89. EXISTING Pastureland
- 90. EXISTING Rangeland
- 91. EXISTING Farmland
- 92. EXISTING Cropland
- 93. EXISTING Pastureland
- 94. EXISTING Forestland
- 95. EXISTING Parkland
- 96. EXISTING Gardenland
- 97. EXISTING Fieldland
- 98. EXISTING Pastureland
- 99. EXISTING Rangeland
- 100. EXISTING Farmland

KEY MAP

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
525 17TH STREET
DES MOINES, IOWA 50309
515.286.4875
CONTACT: DEVON BLOCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50305
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
5500 WEST PARKWAY AVE
JOHNSTON, IA 50531
515.313.7025
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES
TAAG DEVELOPMENT, LLC
GRIMES / IA

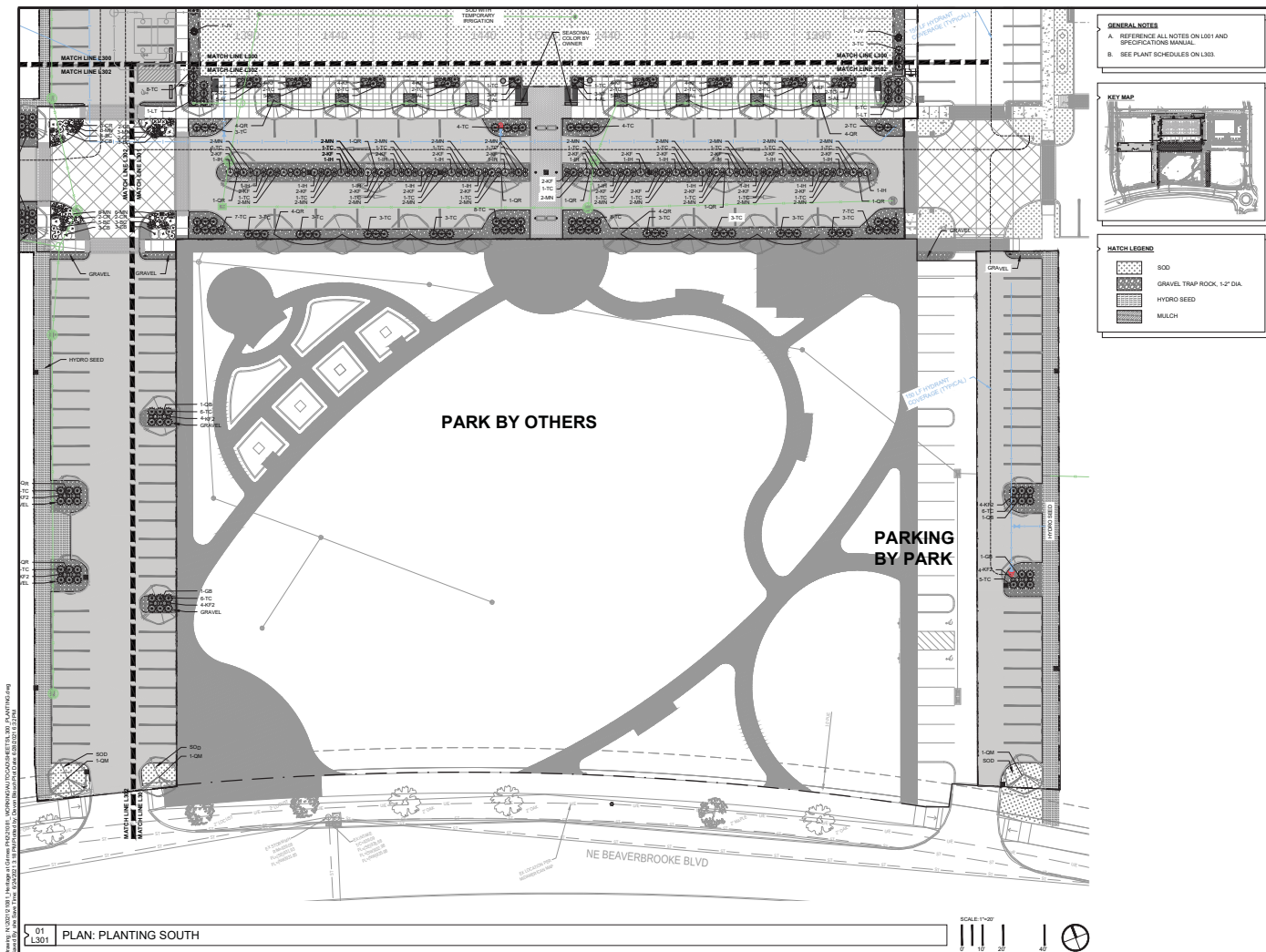
ISSUE SCHEDULE

NO.	DATE	DESCRIPTION
1	6/23/2021	ISSUE FOR REVIEW
2	6/23/2021	ISSUE FOR REVIEW
3	6/23/2021	ISSUE FOR REVIEW

LAYOUT WEST

CONFLUENCE PROJECT NO. 21081

L102



GENERAL NOTES

A. REFERENCE ALL NOTES ON L301 AND SPECIFICATIONS MANUAL.

B. SEE PLANT SCHEDULES ON L303.

KEY MAP

HATCH LEGEND

SOD

GRAVEL TRAP ROCK, 1.2" DIA.

HYDRO SEED

MULCH

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
521 17TH STREET
DES MOINES, IOWA 50309
515.288.8875
CONTACT: DEVON BLOSCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 120
WEST DES MOINES, IA 50325
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
550 WEST PERRY AVE
JOHNSTON, IA 50531
515.313.7025
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES
TAAG DEVELOPMENT, LLC
GRIMES / A

ISSUE SCHEDULE

NO.	DATE	DESCRIPTION
1	6/23/2021	ISSUED FOR PERMIT
2	6/23/2021	ISSUED FOR PERMIT
3	6/23/2021	ISSUED FOR PERMIT
4	6/23/2021	ISSUED FOR PERMIT

ISSUED FOR SITE REVIEW

6/23/2021

FOR SITE REVIEW

CONFLUENCE PROJECT NO. 21081

PLANTING SOUTH

L301

PLANT SCHEDULE (ALL SHEETS)							
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING/REMARKS	
CANOPY TREES							
AB	3	Aster 'Sungreelred'	GINGERBREAD PARROTREE SHALE	2 1/2" CAL	B&B	SINGLE TRUNK	
GB	8	Ginkgo biloba 'Autumn Gold'	MANDARIN TREES	2 1/2" CAL	B&B	SINGLE TRUNK	
GD	3	Gymnocladia dioica	KENTUCKY COFFEE TREE	2 1/2" CAL	B&B	SINGLE TRUNK	
LT	2	Liriodendron tulipifera	TULIP TREE	2 1/2" CAL	B&B	SINGLE TRUNK	
NY	3	Nyssa sylvatica	BLACK TUPLO	2 1/2" CAL	B&B	SINGLE TRUNK	
QJ	3	Quercus laevis 'Torresii & Mies'	SWAMP WHITE OAK	2 1/2" CAL	B&B	SINGLE TRUNK	
QM	6	Quercus muhlenbergii	CHINQUAPIN OAK	2 1/2" CAL	B&B	SINGLE TRUNK	
CR	28	Quercus rubra	NORTHERN RED OAK	2 1/2" CAL	B&B	SINGLE TRUNK	
ORNAMENTAL TREES							
C2	2	Cercis canadensis	EASTERN REDBUD	1 1/2" CAL	B&B		
CA	4	Cornus alternifolia	PAZDCA DOGWOOD	1 1/2" CAL	B&B		
VL	4	Viburnum lentago	NANKEBY VIBURNUM	1 1/2" CAL	B&B	TREE FORM	
CONIFER TREES							
PS	5	Pinus strobus	EASTERN WHITE PINE	6" HT.	B&B		
CONIFER SHRUBS							
TP	291	Taxus cuspidata 'Munro'	JAPANESE YEW	#1	CONT.		
JV	12	Juniperus virginiana 'Taylor'	RED CEDAR	8-12" HT. MIN.	B&B	SINGLE LEADER	
PERENNIALS							
AB	48	Aster 'Round and Purple'	ORNAMENTAL ASTER	#1	CONT.		
CR	9	Coreopsis verticillata 'Moonbeam'	THREADED-LEAF COREOPSIS	#1	CONT.		
IL	27	Ilia virginica 'Little Heart'	LITTLE HEART SWEEPSTEE	#1	CONT.		
CR	18	Crataegus nemoralis 'CRYSTAL BLUE'	CRYSTAL BLUE SALVIA	#1	CONT.		
MR	61	Salix sylvatica 'MAYNIGHT'	MAYNIGHT SALVIA	#1	CONT.		
ORNAMENTAL GRASSES							
IS	12	Isachne oropachne	SOCIATE GRASS	#1	CONT.		
KT	82	Calamagrostis x acutifolia 'Karl Foerster'	FEATHER REED GRASS	#1	CONT.		
KF2	84	Calamagrostis x acutifolia 'Karl Foerster'	FEATHER REED GRASS	6"	CONT.		

A. REFERENCE ALL NOTES ON L001 AND SPECIFICATIONS MANUAL.

	SOD
	GRAVEL TRAP ROCK, 1-2" DIA.
	HYDRO SEED
	MULCH

TOTAL CONSTRUCTION AREA: 184,988 SF	
TOTAL OPEN SPACE PROVIDED: 40,451 SF	
OPEN SPACE REQUIREMENTS:	
2 OVERSTORY TREES PER 3,000 SF OF REQ OPEN SPACE	
1 UNDERSTORY TREE FOR 1,000 SF OF REQ OPEN SPACE	
1 EVERGREEN TREE PER 6,000 SF OF REQ OPEN SPACE	
6 SHRUBS PER 3,000SF OF PER OPEN SPACE	
LANDSCAPE PROVIDED:	
OVERSTORY TREES:	UNDERSTORY TREES:
TOTAL REQUIRED: 20	TOTAL REQUIRED: 10
TOTAL PROVIDED: 56	TOTAL PROVIDED: 10
EVERGREEN TREES:	SHRUBS:
TOTAL REQUIRED: 5	TOTAL REQUIRED: 134
TOTAL PROVIDED: 5	TOTAL PROVIDED: 300

LANDSCAPE ARCHITECT
CONFLUENCE
525 17TH STREET
DES MOINES, IOWA 50309
515.288.4875
CONTACT: DEVON BLOSCHE, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 120
WEST DES MOINES, IA 50265
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
5530 WEST PKWY #400
JOHNSTON, IA 50131
515.313.7925
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES
TAAG DEVELOPMENT, LLC
GRIMES / IA

ISSUE	DATE	DESCRIPTION
1	8/24/2021	CITY SITE PLAN SUBMITTAL
2	8/9/2021	CITY SITE PLAN 1ST REVISIONTAL
3	8/23/2021	CITY SITE PLAN 2ND REVISIONTAL

ISSUED:
23/2021
FOR:
SITE
VIEW

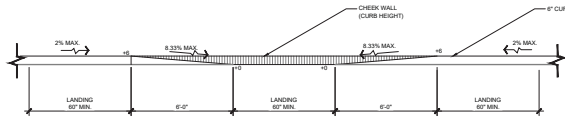
Copyright © 2021 by CONFUENCE
All rights reserved. This drawing is provided as an
instrument of service by CONFUENCE, and is intended
for use on this project only. Any reproduction, use or
disclosure of information contained herein without
prior written consent of CONFUENCE is strictly
prohibited.

PLANTING SCHEDULE

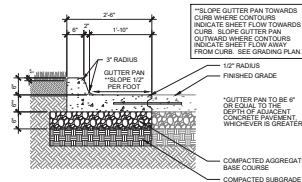
CONFLUENCE PROJECT NO: 21081

L303

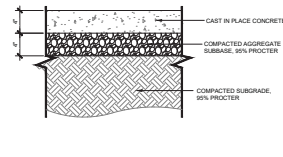
Drawings created by HERL, Inc. for Grimes at Grimes and Confluence. Not for construction. Not for use in any other project. Not for use in any other project. Not for use in any other project.



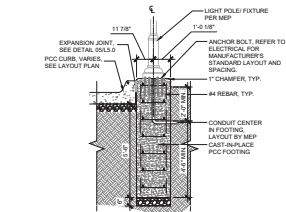
10 L400 PARALLEL RAMP (TYP.) N.T.S.



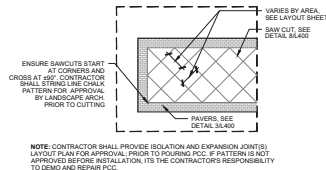
5 L400 STANDARD CURB AND GUTTER (TYP.) N.T.S.



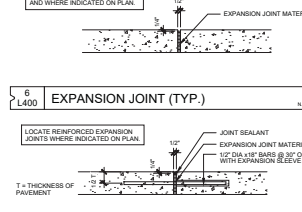
1 L400 TYPE 1 PCC (PEDESTRIAN) (TYP.) N.T.S.



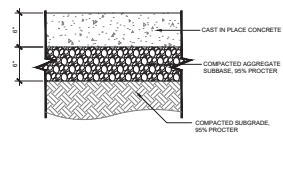
15 L400 LIGHT FOOTING (TYP.) N.T.S.



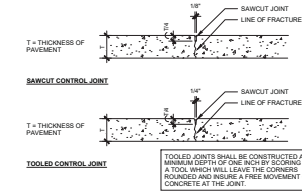
11 L400 DECORATIVE SAWCUT PATTERN (TYP.) N.T.S.



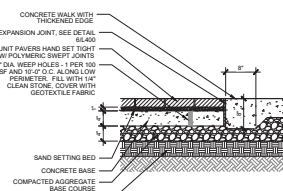
6 L400 EXPANSION JOINT (TYP.) N.T.S.



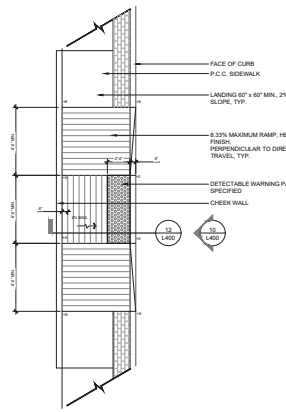
2 L400 TYPE 2 PCC (VEHICULAR) (TYP.) N.T.S.



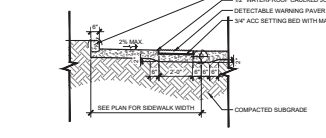
7 L400 REINFORCED EXPANSION JOINT (TYP.) N.T.S.



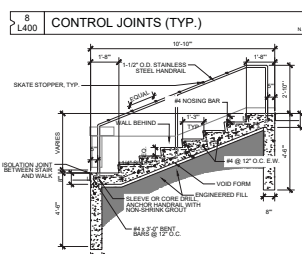
3 L400 UNIT PAVERS (TYP.) N.T.S.



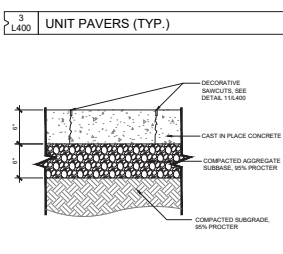
16 L400 PARALLEL RAMP (TYP.) N.T.S.



12 L400 ACCESSIBLE RAMP, PARALLEL (TYP.) N.T.S.



8 L400 CONTROL JOINTS (TYP.) N.T.S.



4 L400 DECORATIVE PCC DRIVE (TYP.) N.T.S.

13 L400 ADA RAMP (TYP.) N.T.S.

9 L400 PCC STAIR AND HANDRAIL (TYP.) N.T.S.

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
501 17TH STREET
DES MONIES, IOWA 50309
515.288.4875
CONTACT: DEVON BLOSH, P.A.

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MONIES, IA 50325
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
5505 WEST PARKWAY #400
JOHNSTON, IA 50131
515.313.7000
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES TAAG DEVELOPMENT, LLC GRIMES / IA

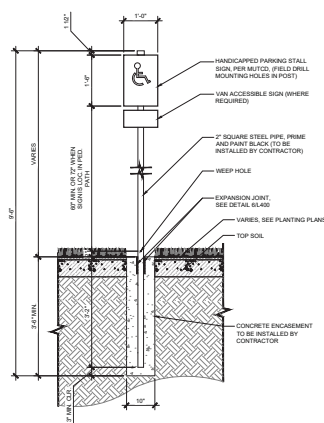
ISSUE	DATE	DESCRIPTION
1	6/23/2021	FOR SITE REVIEW

ISSUED
6/23/2021
FOR
SITE
REVIEW

CONFLUENCE PROJECT NO. 21081

DETAILS

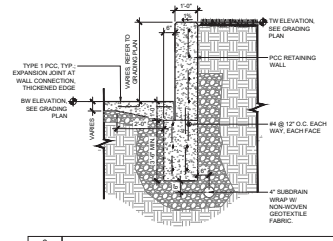
L400



5 L401	ACCESSIBLE STALL SIGNAGE IN PLANTING	N.T.S.
-----------	--------------------------------------	--------

- [illegible]

6 L401	CAST-IN-PLACE PCC RETAINING WALL	N.T.S.
-----------	----------------------------------	--------

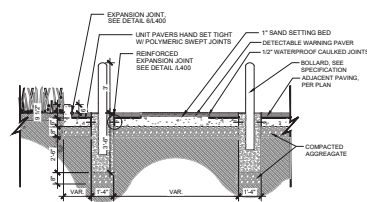


2 L401	BIKE RACK (TYP.)	NTS
-----------	------------------	-----

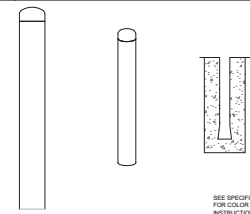


SEE SPECIFICATIONS
FOR COLOR / MOUNTING
INSTRUCTIONS

6 L401	CAST-IN-PLACE PCC RETAINING WALL	N.T.S.
-----------	----------------------------------	--------



3 L401	TRASH RECEPTACLE (TYP.)	NTS
-----------	-------------------------	-----



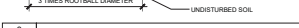
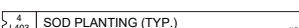
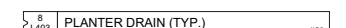
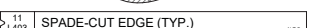
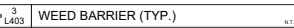
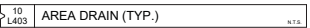
SEE SPECIFICATIONS
FOR COLOR / MOUNTING
INSTRUCTIONS

4 L401	SECURITY BOLLARD (TYP.)	N.T.S.
-----------	-------------------------	--------

NTG

L401

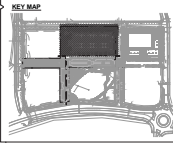
Downloaded from https://www.cambridge.org/core. University of Cambridge, on 02 Jun 2022 at 12:33 PM, subject to the Cambridge Core terms of use, available at https://www.cambridge.org/core/terms. https://doi.org/10.1017/9781009058851.003





LIGHTING SCHEDULE (ALL SHEETS)						
KEY	QTY	MANUFACTURE	DESCRIPTION	POLE HT'	LUM WATTS	COLOR TEMP
L1	#	STERNBERG	PT-ABS05RLED-SP-24L30T2-MOL018-A-30/HPP5-188BK7	18'	90	3000K
L2	#	STERNBERG	PT-ABS05RLED-SP-24L30T2-MOL018-A-30/HPP5-188BK7	18'	90	3000K

GENERAL NOTES
A. REFERENCE ALL NOTES ON L001 AND SPECIFICATIONS MANUAL.



LANDSCAPE ARCHITECT
CONFLUENCE
525 17TH STREET
DES MOINES, IOWA 50309
515.288.4875
CONTACT: DEVON BLOSCHE, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1051 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50325
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
2505 WEST PERRY AVE
JOHNSTON, IA 50531
515.313.7625
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES
TAAG DEVELOPMENT, LLC
GRIMES / IA

ISSUE SCHEDULE

NO.	DATE	DESCRIPTION
1	6/23/2021	ISSUE FOR PRELIMINARY REVIEW
2	6/23/2021	ISSUE FOR PRELIMINARY REVIEW
3	6/23/2021	ISSUE FOR PRELIMINARY REVIEW

ISSUED
6/23/2021
FOR
SITE
REVIEW

COPYRIGHT © 2021 BY CONFLUENCE
ALL RIGHTS RESERVED. NO REPRODUCTION OR TRANSMISSION IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM CONFLUENCE IS STRICTLY PROHIBITED.

LIGHTING NORTH

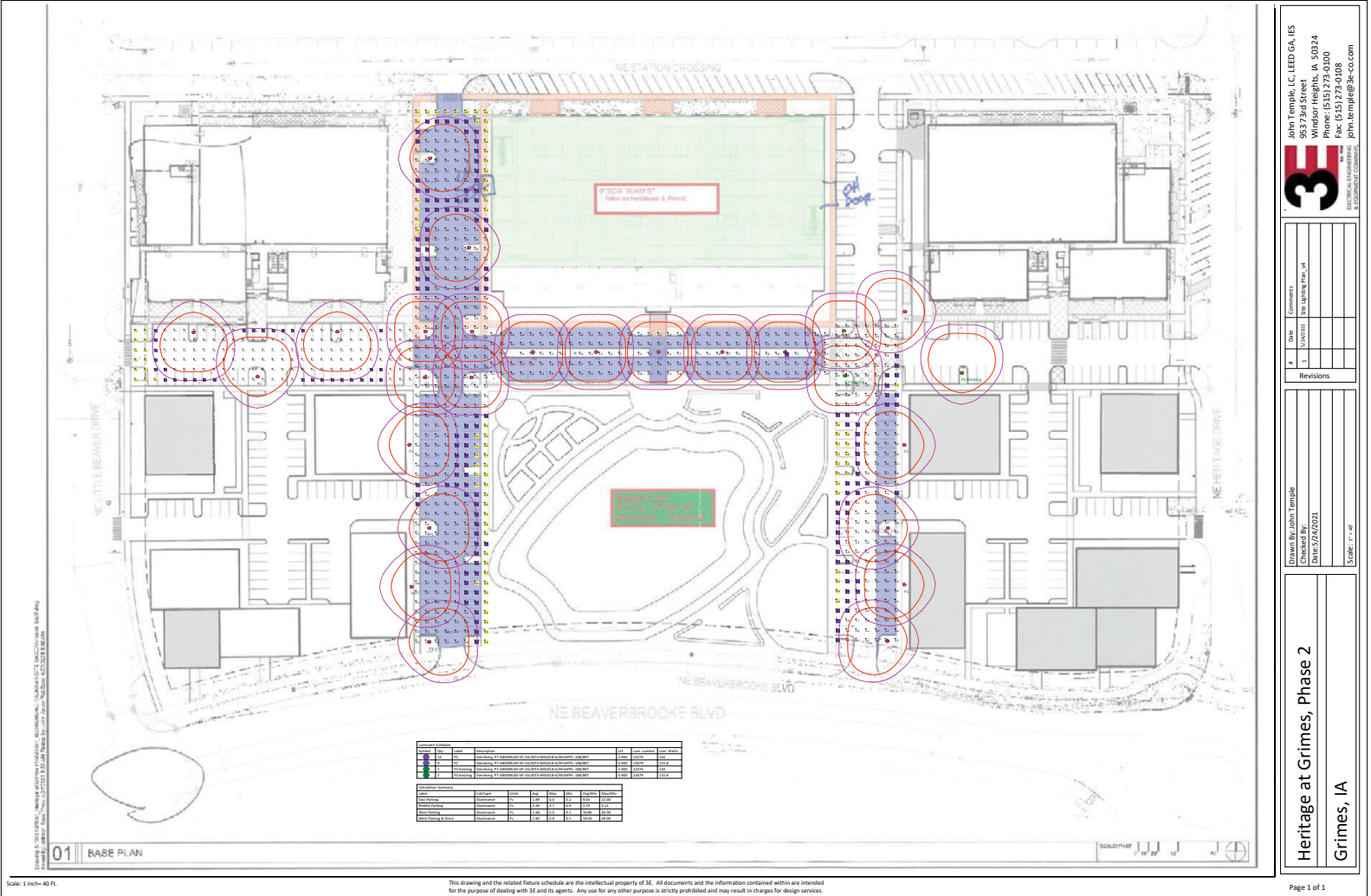
CONFLUENCE PROJECT NO. 21081

L500

Drawn by: [Name] / Checked by: [Name] / Title: [Title] / Date: [Date] / Project: [Project Name] / Scale: [Scale] / Sheet: [Sheet Number] / Total: [Total Sheets]

L500 TITLE:





Legend	Color	Description	Area	Notes
1	Blue	Existing Pavement	1,200,000	ASPH/CON
2	Green	Existing Grass	1,200,000	GRASS
3	Yellow	Existing Paved	1,200,000	ASPH/CON
4	Red	Existing Concrete	1,200,000	CONCRETE
5	Orange	Existing Asphalt	1,200,000	ASPH/CON
6	Purple	Existing Gravel	1,200,000	GRAVEL
7	Light Blue	Existing Sand	1,200,000	SAND
8	Light Green	Existing Soil	1,200,000	SOIL
9	Light Yellow	Existing Fertilizer	1,200,000	FERTILIZER
10	Light Orange	Existing Lime	1,200,000	LIME
11	Light Purple	Existing Potash	1,200,000	POTASH
12	Light Red	Existing Sulfur	1,200,000	SULFUR
13	Light Blue	Existing Magnesium	1,200,000	MAGNESIUM
14	Light Green	Existing Zinc	1,200,000	ZINC
15	Light Yellow	Existing Boron	1,200,000	BORON
16	Light Orange	Existing Manganese	1,200,000	MANGANESE
17	Light Purple	Existing Copper	1,200,000	COPPER
18	Light Red	Existing Nickel	1,200,000	NICKEL
19	Light Blue	Existing Cadmium	1,200,000	CADMIUM
20	Light Green	Existing Lead	1,200,000	LEAD
21	Light Yellow	Existing Chromium	1,200,000	CHROMIUM
22	Light Orange	Existing Molybdenum	1,200,000	MOLYBDENUM
23	Light Purple	Existing Selenium	1,200,000	SELENIUM
24	Light Red	Existing Vanadium	1,200,000	VANADIUM
25	Light Blue	Existing Cobalt	1,200,000	COBALT
26	Light Green	Existing Nickel	1,200,000	NICKEL
27	Light Yellow	Existing Zinc	1,200,000	ZINC
28	Light Orange	Existing Boron	1,200,000	BORON
29	Light Purple	Existing Manganese	1,200,000	MANGANESE
30	Light Red	Existing Copper	1,200,000	COPPER
31	Light Blue	Existing Nickel	1,200,000	NICKEL
32	Light Green	Existing Zinc	1,200,000	ZINC
33	Light Yellow	Existing Boron	1,200,000	BORON
34	Light Orange	Existing Manganese	1,200,000	MANGANESE
35	Light Purple	Existing Copper	1,200,000	COPPER
36	Light Red	Existing Nickel	1,200,000	NICKEL
37	Light Blue	Existing Zinc	1,200,000	ZINC
38	Light Green	Existing Boron	1,200,000	BORON
39	Light Yellow	Existing Manganese	1,200,000	MANGANESE
40	Light Orange	Existing Copper	1,200,000	COPPER
41	Light Purple	Existing Nickel	1,200,000	NICKEL
42	Light Red	Existing Zinc	1,200,000	ZINC
43	Light Blue	Existing Boron	1,200,000	BORON
44	Light Green	Existing Manganese	1,200,000	MANGANESE
45	Light Yellow	Existing Copper	1,200,000	COPPER
46	Light Orange	Existing Nickel	1,200,000	NICKEL
47	Light Purple	Existing Zinc	1,200,000	ZINC
48	Light Red	Existing Boron	1,200,000	BORON
49	Light Blue	Existing Manganese	1,200,000	MANGANESE
50	Light Green	Existing Copper	1,200,000	COPPER
51	Light Yellow	Existing Nickel	1,200,000	NICKEL
52	Light Orange	Existing Zinc	1,200,000	ZINC
53	Light Purple	Existing Boron	1,200,000	BORON
54	Light Red	Existing Manganese	1,200,000	MANGANESE
55	Light Blue	Existing Copper	1,200,000	COPPER
56	Light Green	Existing Nickel	1,200,000	NICKEL
57	Light Yellow	Existing Zinc	1,200,000	ZINC
58	Light Orange	Existing Boron	1,200,000	BORON
59	Light Purple	Existing Manganese	1,200,000	MANGANESE
60	Light Red	Existing Copper	1,200,000	COPPER
61	Light Blue	Existing Nickel	1,200,000	NICKEL
62	Light Green	Existing Zinc	1,200,000	ZINC
63	Light Yellow	Existing Boron	1,200,000	BORON
64	Light Orange	Existing Manganese	1,200,000	MANGANESE
65	Light Purple	Existing Copper	1,200,000	COPPER
66	Light Red	Existing Nickel	1,200,000	NICKEL
67	Light Blue	Existing Zinc	1,200,000	ZINC
68	Light Green	Existing Boron	1,200,000	BORON
69	Light Yellow	Existing Manganese	1,200,000	MANGANESE
70	Light Orange	Existing Copper	1,200,000	COPPER
71	Light Purple	Existing Nickel	1,200,000	NICKEL
72	Light Red	Existing Zinc	1,200,000	ZINC
73	Light Blue	Existing Boron	1,200,000	BORON
74	Light Green	Existing Manganese	1,200,000	MANGANESE
75	Light Yellow	Existing Copper	1,200,000	COPPER
76	Light Orange	Existing Nickel	1,200,000	NICKEL
77	Light Purple	Existing Zinc	1,200,000	ZINC
78	Light Red	Existing Boron	1,200,000	BORON
79	Light Blue	Existing Manganese	1,200,000	MANGANESE
80	Light Green	Existing Copper	1,200,000	COPPER
81	Light Yellow	Existing Nickel	1,200,000	NICKEL
82	Light Orange	Existing Zinc	1,200,000	ZINC
83	Light Purple	Existing Boron	1,200,000	BORON
84	Light Red	Existing Manganese	1,200,000	MANGANESE
85	Light Blue	Existing Copper	1,200,000	COPPER
86	Light Green	Existing Nickel	1,200,000	NICKEL
87	Light Yellow	Existing Zinc	1,200,000	ZINC
88	Light Orange	Existing Boron	1,200,000	BORON
89	Light Purple	Existing Manganese	1,200,000	MANGANESE
90	Light Red	Existing Copper	1,200,000	COPPER
91	Light Blue	Existing Nickel	1,200,000	NICKEL
92	Light Green	Existing Zinc	1,200,000	ZINC
93	Light Yellow	Existing Boron	1,200,000	BORON
94	Light Orange	Existing Manganese	1,200,000	MANGANESE
95	Light Purple	Existing Copper	1,200,000	COPPER
96	Light Red	Existing Nickel	1,200,000	NICKEL
97	Light Blue	Existing Zinc	1,200,000	ZINC
98	Light Green	Existing Boron	1,200,000	BORON
99	Light Yellow	Existing Manganese	1,200,000	MANGANESE
100	Light Orange	Existing Copper	1,200,000	COPPER

John Temple, L.C., LEED GA, IES
9537 3rd Street
Windsor Heights, IA 50324
Phone: (515) 273-0100
Fax: (515) 273-0100
www.johntempleinc.com

MECHANICAL ENGINEERING
& EQUIPMENT CONSULTING

Revisions			
1	DATE	BY	REVISION
1	11/11/2021	John Temple	Initial Design
2	11/11/2021	John Temple	Final Design

Drawn By: John Temple
Checked By:
Date: 11/11/2021

Scale: 1" = 40'

Heritage at Grimes, Phase 2

Grimes, IA

GENERAL NOTES:

- 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.
- 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. (515.388.4355).
- All permits (DNR, SWP, DOT, Army Corps, etc.) shall be obtained prior to the start of construction.
- The Developer and/or Contractor shall be responsible to provide the City of Grimes with Record Drawings of all improvements as per City standard procedures.
- Typical Building Service Layout to reflect the City's service order from Left to right facing the lot, Sanitary, Water, Storm.
- All site lighting shall not spill onto adjacent properties or right-of-ways.
- All site lighting shall not spill onto adjacent properties or right-of-ways.
- Provide a 4-year maintenance bond for all public improvements.

GENERAL UTILITY NOTES:

- It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all existing amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
- All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
- The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation.
- The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
- Maintain a minimum of 3' of cover over all water lines and sanitary sewer lines. Install water lines 18" above sanitary sewers, where the sanitary sewer crosses over the water line, install sewer piping of materials equal to watermain standards for 3 feet on both sides and maintain 18" of separation.
- Where 3' of cover is not provided over sanitary sewer and water lines, install 2" rigid polyethylene insulation with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Installation shall be 8' wide, centered over pipe with 1' sand cushion between pipe and insulation.
- All watermain piping shall be class 52 ductile iron pipe unless noted otherwise.
- Pipe bedding shall meet the requirements set forth by the Iowa Statewide Urban Design and Specifications Manual (SUDSM).
- Pressure test and disinfect all new watermain in accordance with state and local requirements. See water main notes for more detail.

SANITARY SEWER NOTES:

- The Contractor is required to place a temporary plug in the existing downstream sanitary sewer manhole prior to the start of construction. The plug shall be removed following approval of construction by the City of Grimes.
- Sanitary gravity pipe material shall be PVC SDR 26 or Truex (8" to 15").
- Sanitary gravity service pipe material shall be PVC SDR 23.5 (4" to 6").
- All sanitary sewer manholes shall have steps.
- All sanitary sewer manholes castings shall be sealed with Heat Shrink Sleeves.
- All sanitary sewer manhole castings located within pavement shall be Type B-PCC Walk/Jacking Manholes.
- Sanitary Sewer testing, cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.

WATER MAIN NOTES:

- All the hydrants shall be American Fire Hose National Flame (HS-57-250), Mueller Super Connection 250 (3-way A-425) or Clow Modulation F-2545. All hydrants shall have the following: 6" MJ Shoe, 2-1/2" Hose Nozzle, 4-1/2" Stream Nozzle, NSF Threaded, Pentagon Connecting Nut, Chain or cap, open end, 5-1/2" bay, and factory painted red. The minimum spool pipe length from auxiliary valve to hydrant shall be 25'.
- All hydrants will immediately be covered with a black plastic bag (or equivalent) once the hydrant is installed. The City of Grimes will notify the Contractor when the bags can be removed.
- A tracer wire receptacle shall be installed at each hydrant, AA Manufacturing Tracer Wire Receptacle Model TW-362.
- All valves shall be resilient wedge gate valves.
- Water service shall be 1-inch residential, 2" Commercial minimum type K copper.
- Proposed Water Main shall be pressure tested and chlorinated by the Developer. The filling of the water main shall be done by the City of Grimes. The backfill test and substantial of test to lake shall be done by the Developer and results provided to the City of Grimes Engineering Dept. and by FAX to US Water at 515-888-7200. If the test does not pass, the Contractor will be required to pay for all the water used to repeat the test.
- All watermain fittings to be restrained joint, Mega-Lok or approved equal.

STORM SEWER NOTES:

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

SIGNAGE NOTES:

- All signage shall be supplied and installed by the Developer.
- All sign posts shall be Tekaper 2"x2" square tube galvanized steel (14-gauge min.) with 7116" knock-out style perforations that are pre-punched.

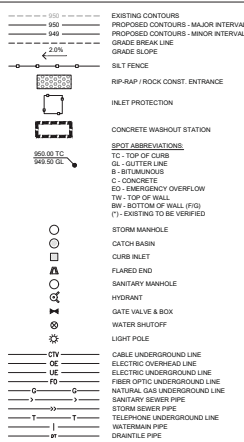
GRADING NOTES:

- Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site.
- All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
- Grades shown in paved areas represent finish elevation.
- See Landscape Plans for restoration of disturbed areas, including topsoil and seed requirements.
- All construction shall be performed in accordance with state and local standard specifications for construction.

EROSION CONTROL NOTES:

- Owner and Contractor shall obtain Iowa DNR-IPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
- Install temporary erosion control measures (silt fences, silt fence, and rock construction entrances) prior to beginning any excavation or demolition work at the site.
- Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins, additional siltation fencing, and/or site the soil parallel to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
- All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
- The toe of the silt fence shall be braced in a minimum of 6". The trench backfill shall be compacted with a vibratory plate compactor.
- All grading operations shall be conducted in a manner to minimize the potential for site erosion. Sediment control practices must be established on all down gradient parameters before any up gradient land disturbing activities begin.
- All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity at that portion of the site has temporarily or permanently ceased. Temporary stockpiles without significant soil, clay or organic components (e.g., clear aggregate, asphaltic, demolition concrete slabs, waste materials) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
- Pipe outlets must be provided with energy dissipation within 24 hours of connection to surface water.
- All riprap shall be installed with a filter material or soil separation fabric and comply with the Iowa Department of Transportation Standard Specifications.
- All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with inlet protection.
- In areas where concentrated flow occur (such as swales and areas in front of storm catch basins and intakes) the erosion control facilities shall be backed by stabilization structure to protect those facilities from the concentrated flows.
- Inspect the construction site once every seven days during active construction. All inspections shall be recorded in the SWPPP.
- All soil fences must be repaired, replaced, or implemented when they become nonfunctional or the sediment reaches 1/3 of the height of the fence. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
- If sediment escapes the construction site, all site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
- All soils tracked onto pavement shall be removed daily.
- Temporary soil stockpiles must have all fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as ditches and gutters, or conduits and ditches unless there is a bypass in place for the stormwater.
- Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with Iowa DNR disposal requirements.
- Oil, grease, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with Iowa DNR regulations.
- External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine discharging is allowed onsite.
- All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with Iowa DNR regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
- All permanent sedimentation basins must be restored to their design condition immediately following stabilization of the site.

LEGEND



PRELIMINARY NOT FOR CONSTRUCTION



LANDSCAPE ARCHITECT
CONFLUENCE
501 17TH STREET
DES MOINES, IOWA 50309
515.288.4875
CONTACT: DEVON BLOSBACH, P.A.

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50325
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
303 WEST PERRY AVE
JOHNSTON, IA 50131
515.313.7000
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES - PHASE 2

TAAG DEVELOPMENT, LLC

GRIMES, IA

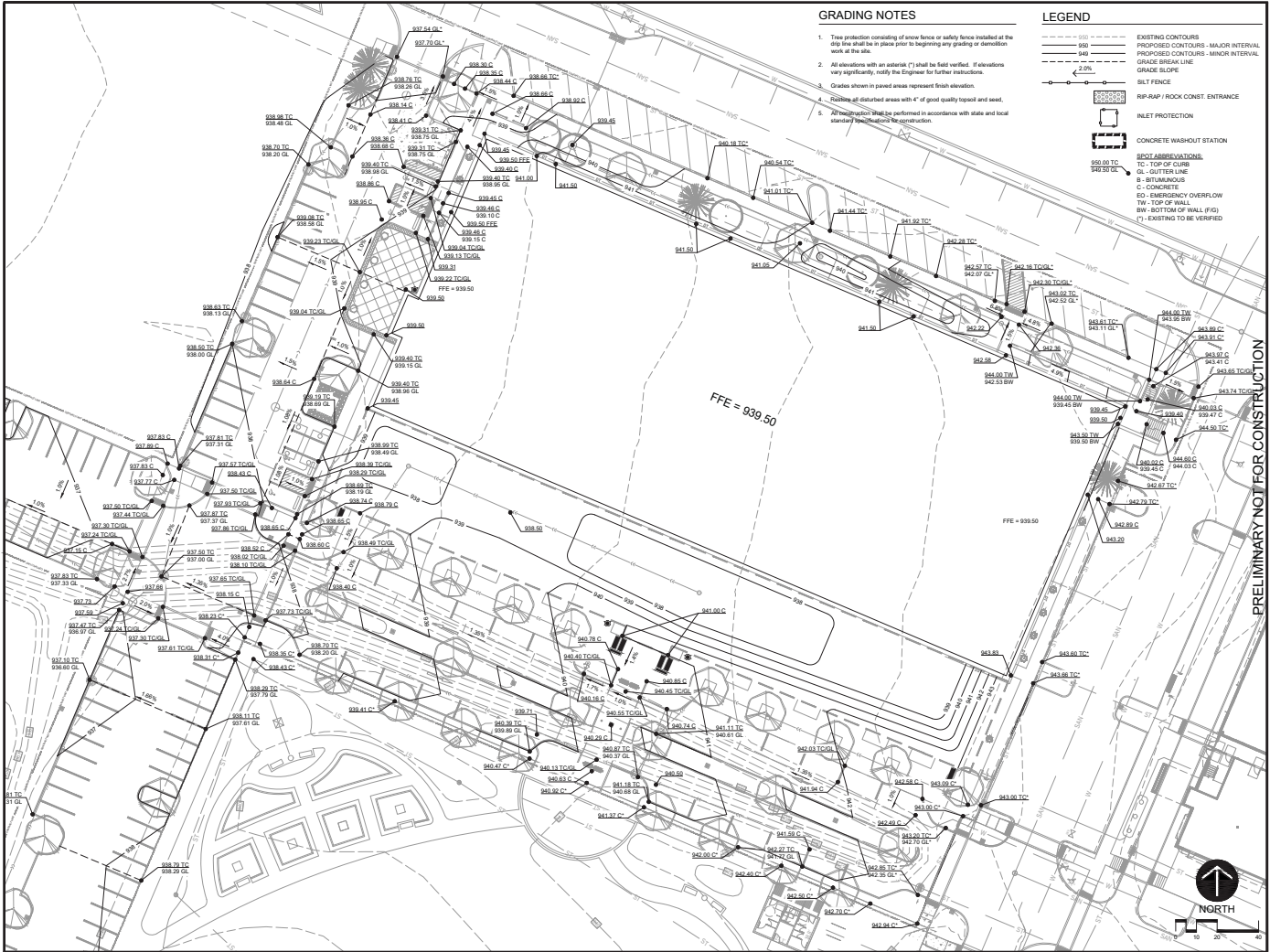
REVISION SCHEDULE	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR FINAL AS-BUILT



ISSUED
6/28/21
ISSUED FOR
SITE
REVIEW

GENERAL CIVIL NOTES

CONFLUENCE PROJECT NO. 21081
C0.0



CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
521 17TH STREET
DES MOINES, IOWA 50309
515.288.8875
CONTACT: DEVON BLOCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 120
WEST DES MOINES, IA 50325
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
2500 WEST PARKWAY #400
JOHNSTON, IA 50131
515.313.7602
CONTACT: MATT BROWN, AIA

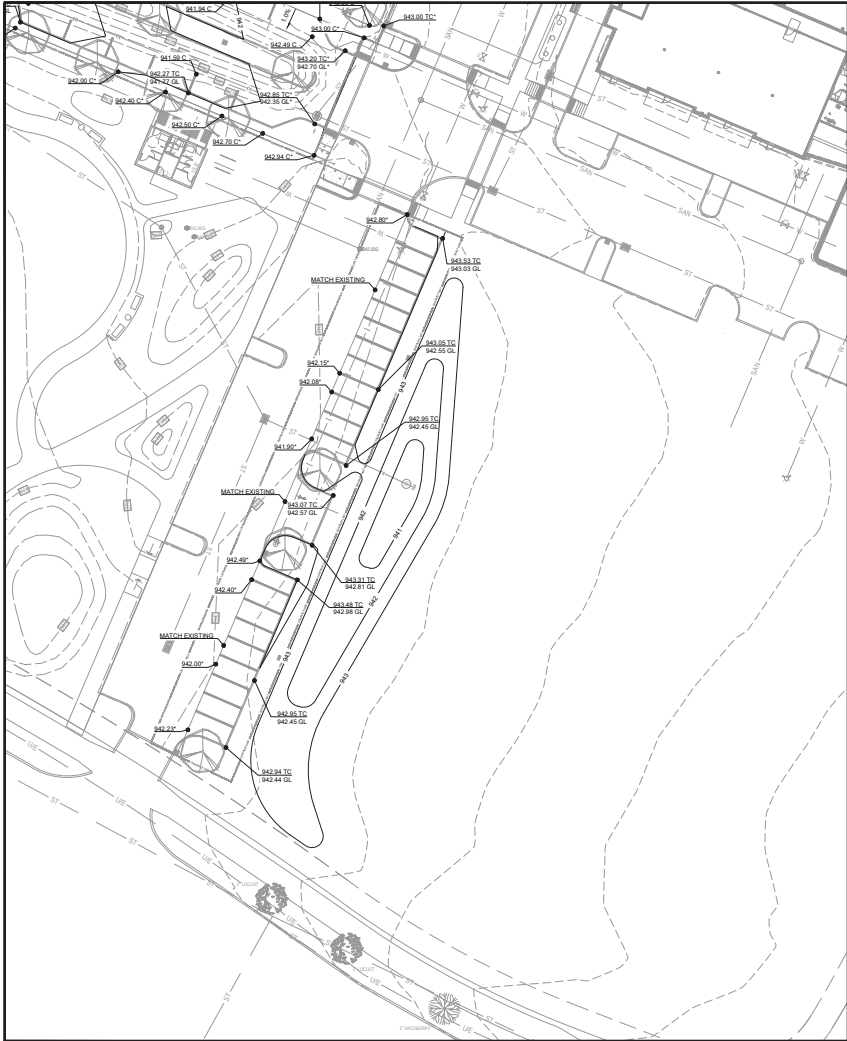
HERITAGE AT GRIMES - PHASE 2
TAAG DEVELOPMENT, LLC
GRIMES, IA

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
1	06/28/21	ISSUED FOR PERMITS
2	07/01/21	ISSUED FOR PERMITS
3	07/01/21	ISSUED FOR PERMITS

ISSUED
6/28/21
ISSUED FOR
SITE
REVIEW

GRADING PLAN - ZONE 1
CONFLUENCE PROJECT NO. 21081
C1.2

C1.3

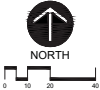


- GRADING NOTES**
1. Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site.
 2. All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
 3. Grades shown in paved areas represent finish elevation.
 4. Restore all disturbed areas with 4" of good quality topsoil and seed.
 5. All construction shall be performed in accordance with state and local standard specifications for construction.

LEGEND

EXISTING CONTOURS
PROPOSED CONTOURS - MAJOR INTERVAL
PROPOSED CONTOURS - MINOR INTERVAL
GRADE BREAK LINE
GRADE SLOPE
SALT FENCE
RIP-RAP / ROCK CONST. ENTRANCE
INLET PROTECTION
CONCRETE WASHOUT STATION

SPOT ELEVATIONS:
TC - TOP OF CURB
OL - GUTTER LINE
S - SUBMANCURE
C - CONCRETE
EO - EMERGENCY OVERFLOW
TW - TOP OF WALL
BW - BOTTOM OF WALL (FIG)
(*) - EXISTING TO BE VERIFIED



PRELIMINARY NOT FOR CONSTRUCTION

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
525 17TH STREET
DES MOINES, IOWA 50309
515.288.8875
CONTACT: DEVON BLOCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 120
WEST DES MOINES, IA 50305
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
2500 WEST PERRY AVENUE
JOHNSTON, IA 50131
515.313.7025
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES - PHASE 2
TAAG DEVELOPMENT, LLC
GRIMES / IA

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
1	6/28/21	ISSUED FOR PERMITS
2	6/28/21	ISSUED FOR PERMITS
3	6/28/21	ISSUED FOR PERMITS

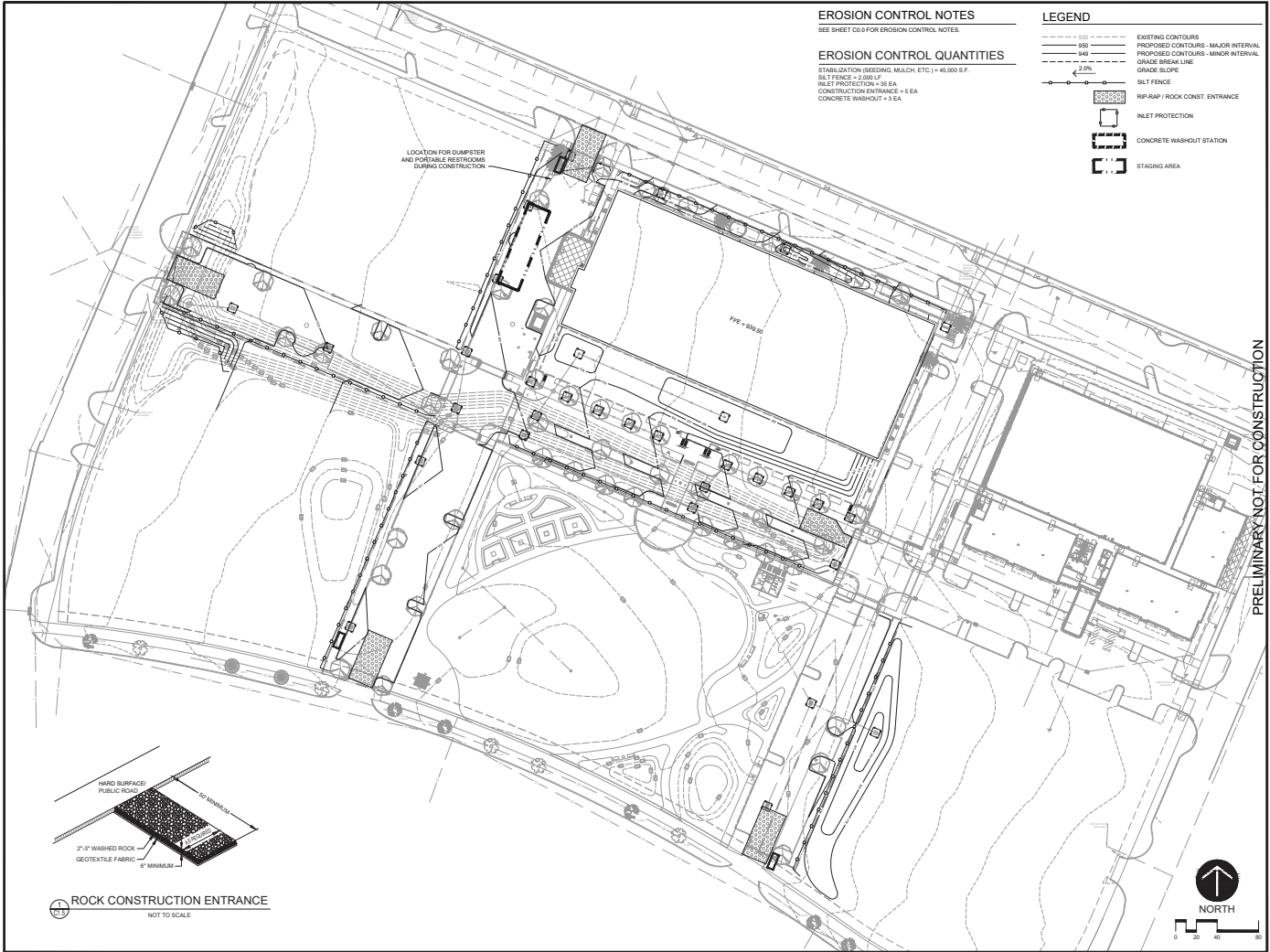
ISSUED
6/28/21
ISSUED FOR
SITE
REVIEW

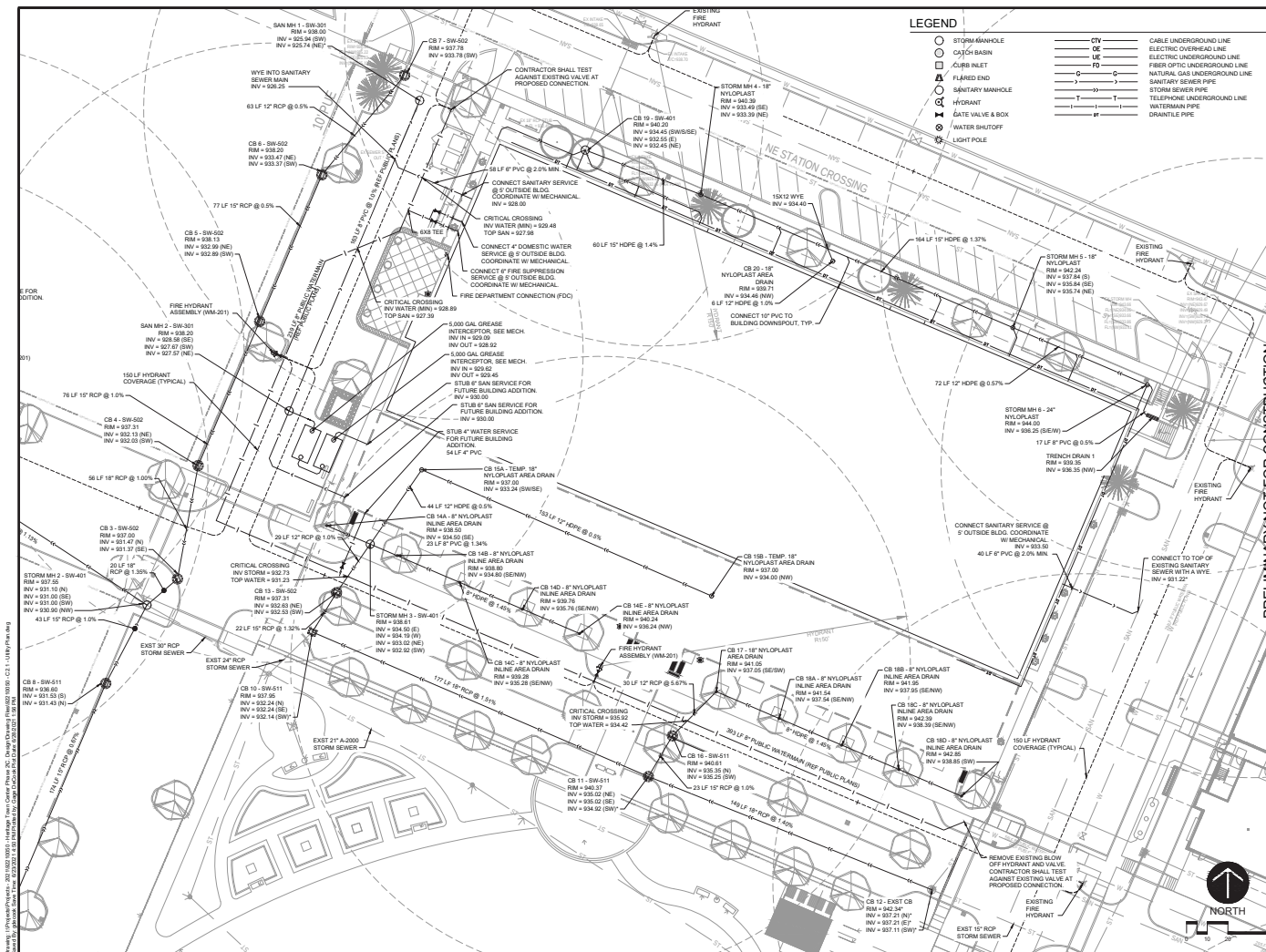
CONFLUENCE IS NOT AN ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL LANDSCAPE ARCHITECTURE FIRM. CONFLUENCE IS NOT A PROFESSIONAL ARCHITECTURE FIRM. CONFLUENCE IS NOT A PROFESSIONAL PLANNING FIRM. CONFLUENCE IS NOT A PROFESSIONAL ENVIRONMENTAL ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL GEOTECHNICAL ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL HYDROLOGICAL ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL METEOROLOGICAL ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL SOIL CONSERVATION ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL WATERSHED MANAGEMENT ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL WILDLIFE MANAGEMENT ENGINEERING FIRM. CONFLUENCE IS NOT A PROFESSIONAL ZONING ENGINEERING FIRM.

GRADING PLAN - ZONE 4

CONFLUENCE PROJECT NO. 21081

C1.4





CONFLUENCE
LANDSCAPE ARCHITECT
CONFLUENCE
501 17TH STREET
DES MONIES, IOWA 50309
515.286.8875
CONTACT: DEVON BLOSCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 120
WEST DES MONIES, IA 50325
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
2505 WEST PARKWAY #400
JOHNSTON, IA 50131
515.913.7602
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES - PHASE 2

TAAG DEVELOPMENT, LLC
GRIMES, IA

REVISION SCHEDULE	
NO.	DATE
1	06/28/21
2	07/01/21
3	07/01/21
4	07/01/21

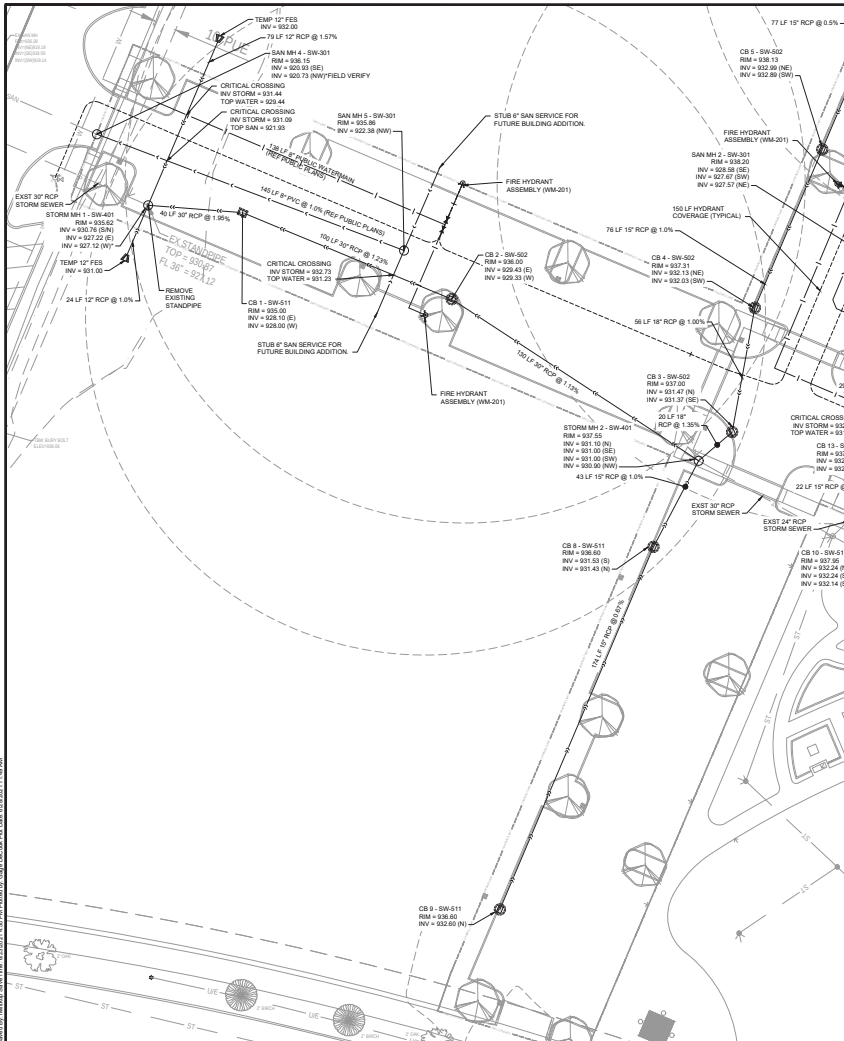
6/28/21
ISSUED FOR
SITE
REVIEW

CONFLUENCE PROJECT NO. 21081
C2.2

UTILITY PLAN - ZONE 1

Drawing: 17/06/2021 Heritage at Grimes - Phase 2, Civil Engineering, 17/06/2021, C2.2 - 1 (17/06/2021)

Drawing: (P)Heritage at Grimes - Phase 2
6/28/21 10:05 AM - Heritage at Grimes - Phase 2
C:\Users\michael.murphy\OneDrive\Documents\Heritage at Grimes - Phase 2
C:\Users\michael.murphy\OneDrive\Documents\Heritage at Grimes - Phase 2
C:\Users\michael.murphy\OneDrive\Documents\Heritage at Grimes - Phase 2



LEGEND

- | | | |
|--------------------|---------|--------------------------------|
| ○ STORM MANHOLE | — CTV — | — CABLE UNDERGROUND LINE |
| ○ CATCH BASIN | — DE — | — ELECTRIC OVERHEAD LINE |
| ○ CURB INLET | — UE — | — ELECTRIC UNDERGROUND LINE |
| △ FLARED END | — FD — | — FIBER OPTIC UNDERGROUND LINE |
| ○ SANITARY MANHOLE | — S — | — NATURAL GAS UNDERGROUND LINE |
| ○ HYDRANT | — T — | — SANITARY SEWER PIPE |
| ○ GATE VALVE & BOX | — T — | — STORM SEWER PIPE |
| ○ WATER SHUTOFF | — T — | — TELEPHONE UNDERGROUND LINE |
| ○ LIGHT POLE | — T — | — WATERMAIN PIPE |
| | — T — | — GRANITE PIPE |

PRELIMINARY NOT FOR CONSTRUCTION

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
301 17TH STREET
DES MONIES, IOWA 50309
515.286.8875
CONTACT: DEVON BLOCH, P.L.A.

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MONIES, IA 50305
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
3500 WEST PERRY ROAD
JOHNSTON, IA 50131
515.313.9000
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES - PHASE 2

TAAG DEVELOPMENT, LLC
GRIMES / IA

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
1	6/28/21	ISSUED FOR PERMITS
2	6/28/21	ISSUED FOR PERMITS
3	6/28/21	ISSUED FOR PERMITS

ISSUED
6/28/21
ISSUED FOR
SITE
REVIEW

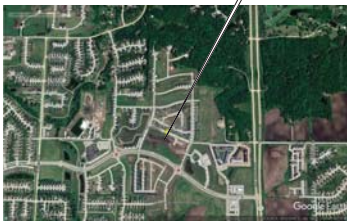
COPYRIGHT © 2021 BY CONFLUENCE
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM CONFLUENCE.

UTILITY PLAN - ZONES 2 & 3

CONFLUENCE PROJECT NO. 2021
C2.3

PROJECT: HERITAGE AT GRIMES - PHASE 2

VICINITY MAP



INDEX OF DRAWINGS

C3.0	Public Utility Plans and Profiles - Title Sheet
C3.1	Public Utility Plans and Profiles Line Locations
C3.2	Public Utility Plans and Profiles - Line 1
C3.3	Public Utility Plans and Profiles - Line 2
C3.4	Public Utility Plans and Profiles - Line 3
C3.5	Public Utility Plans and Profiles - Line 4

SITE INFORMATION

PROPERTY DESCRIPTION: LOTS 1, 2, AND 3 OF HERITAGE TOWN CENTER, AN OFFICIAL PLAT OF GRIMES, POLK COUNTY, IOWA.	TOTAL PARKING REQUIRED FOR PHASE 1 AND 2: 422 - ADN STALLS REQUIRED FOR PHASE 2: - STANDARD: 4 - VAN: 1 - TOTAL: 5
ADDRESS: 1100 NE STATION CROSSING (LOT 1 HERITAGE TOWN CENTER) 1120 NE STATION CROSSING (LOT 2 HERITAGE TOWN CENTER) 1220 NE STATION CROSSING (LOT 3 HERITAGE TOWN CENTER)	PROVIDED ADA STALLS: - STANDARD: 4 - VAN: 1 - TOTAL: 5
OWNER: - LOT 1 & 2 HERITAGE TOWN CENTER: MIKELSEN, SCOTT & AMBER, 813 NE BRIDGE PARK PLACE, GRIMES, IA 50111 - LOT 3 HERITAGE TOWN CENTER: TAAG LLC, 3100 SE GRIMES BLVD STE 400, GRIMES, IA 50111	PERVIOUS SURFACE: - PERCENTAGE OF REQUIRED PERVIOUS SPACE: 20% - PHASE 2 PERVIOUS SPACE: 36,031 SF (0.82 AC) - PERCENTAGE OF PERVIOUS SPACE PROVIDED: 22.80%
ZONING: - PUD (HERITAGE AT GRIMES) - SETBACKS: - FRONT MIN: 15' - FRONT MAX: 15' - SIDE: 0' - REAR: 0'	BENCHMARK: - CITY BENCHMARK GSM-005: BURY BOLT ON FIRE HYDRANT LOCATED ON THE EAST SIDE OF NORTH JAMES ST BY THE NW CORNER OF LOT ADDRESS 1600 - ELEVATION = 924.41 (UGSS DATUM) - CITY BENCHMARK GSA-001: APPROXHEAD ON FIREHYDRANT LOCATED AT THE NE CORNER OF THE NE 13TH ST & N JAMES ST INTERSECTION - ELEVATION = 930.66 (UGSS DATUM)
PARKING: - STALLS TO BE BUILT IN PHASE 2: 147 - TOTAL AVAILABLE PARKING AFTER PHASE 2: 425	

GENERAL NOTES:

- 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.
- 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. (515.388.4000).
- All permits (EMR, BMP, DOT, Army Corps, etc.) shall be obtained prior to the start of construction.
- The Developer and/or Contractor shall be responsible to provide the City of Grimes with Record Drawings of all improvements as per City standard procedures.
- Typical Building Service Layout to reflect the City's service order from Left to right facing the lot, Sanitary, Water, Sewer.
- A Knox box is required by the fire department and shall be obtained at Knoxbox.com.
- All site lighting shall not spill onto adjacent properties or right-of-way.
- The Developer shall provide a 4-year maintenance bond for all public improvements.

GENERAL UTILITY NOTES:

- It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all grade elevations. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
- All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
- The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation.
- The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
- Maintain a minimum of 5' of cover over all water lines and sanitary sewer lines. Install water lines 18" above sanitary sewers, where the sanitary sewer crosses over the water line, install sewer piping of materials equal to watermain standards for 1 foot on both sides and maintain 18" of separation.
- Where 5' of cover is not provided over sanitary sewer and water lines, install 2" rigid polyethylene insulation with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Insulation shall be 8' wide, centered over pipe with 8" sand cushion between pipe and insulation.
- All watermain piping shall be class 52 ductile iron pipe unless noted otherwise.
- Pipe bedding shall meet the requirements set forth by the Iowa Statewide Urban Design and Specifications Manual (ISUM).
- Pressure test and disinfect all new watermains in accordance with state and local requirements. See water main notes for more detail.

SANITARY SEWER NOTES:

- The Contractor is required to place a temporary plug in the existing downstream sanitary sewer manhole prior to the start of construction. The plug shall be removed following approval of construction by the City of Grimes.
- Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8" to 15").
- Sanitary gravity service pipe material shall be PVC SDR 25 (4" to 8").
- All sanitary sewer manholes shall have steps.
- All sanitary sewer manhole castings shall be sealed with Heat Shrink Sleeves.
- All sanitary sewer manhole castings located within pavement shall be Type B-PCC W/adjusting Mechanisms.
- Sanitary Sewer testing, cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.

WATER MAIN NOTES:

- All fire hydrants shall be American Fire-Combined/Multi-Phase 150-67-350, Mueller Super Contour 250 (S-sew A-423), or Clover Medallion F-2045. All hydrants shall have the following: 8" MJ Shov, 2-1/2" Hose Nozzle, 4-1/2" Shutoff Nozzle, 100' Threaded, Porting Operating Nut, Chain or car, open left, 5-1/2' bag, and factory painted red. The minimum spool pipe length from auxiliary valve to hydrant shoe shall be 2-0'.
- All hydrants will immediately be covered with a black plastic bag (or equivalent) once the hydrant is installed. The City of Grimes will notify the Contractor when the bags can be removed.
- A face wire receptacle shall be installed at each hydrant, AA Manufacturing Tracer Wire Receptacle Model TW-16-2.
- All valves shall be resilient wedge gate valves.
- Water service shall be 1-inch residential, 2" Commercial minimum type K copper.
- Proposed Water Main shall be pressure tested and chlorinated by the Developer. The filling of the water main shall be done by the City of Grimes. The Backflow test and chemical of lead to be done by the Developer and results provided to the City of Grimes Engineering Dept. and by FAX to US Water at 515.388.1560. If the test does not pass, the Contractor will be required to pay for all the water used to repeat the test.
- All watermain fittings to be restrained joint, Wedge-lug or approved equal.

STORM SEWER NOTES:

- All storm sewer in the ROW shall be RCP, unless otherwise approved by the City.
- All lined and sections shall have bedding and apron grades. The last 3 pipe sections and the lined and section on all culverts shall be 12" thick. All storm sewer joints shall be equipped with engineering fabric.
- The Contractor is responsible for replacing 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.
- Storm Sewer cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.
- Use O ring gaskets on storm sewers crossing over watermain per DNR requirement.

SIGNAGE NOTES:

- All signage shall be supplied and installed by the Developer.
- All sign posts shall be Telescop 2"x2" square tube galvanized steel (14-gauge min.) with 7106 knock-out style perforations that are pre-punched.

GRADING NOTES:

- True protection consisting of stone or safety fence installed at the dip line shall be in place prior to beginning any grading or demolition work at the site.
- All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
- Grades shown in paved areas represent finish elevation.
- See Landscape Plans for restoration of disturbed areas, including topsoil and seed requirements.
- All grading operations shall be performed in accordance with state and local standard specifications for construction.

EROSION CONTROL NOTES:

- Owner and Contractor shall obtain Iowa DNR-NPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
- Install temporary erosion control measures (silt protection, all fence, and rock construction) prior to beginning any excavation or demolition work at the site.
- Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins, additional siltation fencing, and/or dikes and the soil profile to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
- All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
- The toe of the silt fence shall be braced in a minimum of 6". The trench backfill shall be compacted with a vibratory plate compactor.
- All grading operations shall be performed in a manner to minimize the potential for soil erosion. Sediment control practices must be established on all down gradient properties before any up gradient land disturbing activities begin.
- All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Temporary stabilizes without significant etc. clay or organic components (e.g., clean aggregate stabilizes, demolition concrete stabilizes, sand stabilizes) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
- Pipe outlets must be provided with energy dissipation within 24 hours of connection to surface water.
- All ditches shall be installed with a filter material or soil separation fabric and comply with the Iowa Department of Transportation Standard Specifications.
- All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with inlet protection.
- In areas where concentrated flow occurs (such as swales and areas in front of storm catch basins and intakes) the erosion control facilities shall be backed by stabilization structures to protect these facilities from the concentrated flow.
- Inspect the construction site once every seven days during active construction. All inspections shall be recorded in the SWPPP.
- All soil fences must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the height of the fence. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
- If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
- All soils tracked onto pavement shall be removed daily.
- Temporary soil stabilizers must have all fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as cuts and gutter systems, or conduits and clothes unless there is a bypass in place for the stormwater.
- Collected sediment, asphalt and concrete millings, roofing debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with Iowa DNR disposal requirements.
- Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with Iowa DNR regulations.
- External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed onsite.
- All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with Iowa DNR regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
- All permanent sedimentation basins must be restored to their design condition immediately following stabilization of the site.

LEGEND

EXISTING CONTOURS	○	STORM MANHOLE
PROPOSED CONTOURS - MAJOR INTERVAL	○	CATCH BASIN
PROPOSED CONTOURS - MINOR INTERVAL	○	CURB INLET
GRADE BREAK LINE	○	FLARED END
GRADE SLOPE	○	SANITARY MANHOLE
SILT FENCE	○	HYDRANT
RIP-RAP / ROCK CONST. ENTRANCE	○	GATE VALVE & BOX
INLET PROTECTION	○	WATER SHUTOFF
CONCRETE WASHOUT STATION	○	LIGHT POLE
SPOT ABBREVIATIONS:	○	CABLE UNDERGROUND LINE
TC - TOP OF CURB	○	ELECTRIC OVERHEAD LINE
CU - CUTTER LINE	○	ELECTRIC UNDERGROUND LINE
B - BITUMINOUS	○	FIBER OPTIC UNDERGROUND LINE
N - NATURAL GAS	○	NATURAL GAS UNDERGROUND LINE
EO - EMERGENCY OVERFLOW	○	SANITARY SEWER PIPE
TM - TOP OF WALL	○	STORM SEWER PIPE
BW - BOTTOM OF WALL (FIG)	○	TELEPHONE UNDERGROUND LINE
(*) - EXISTING TO BE VERIFIED	○	GRANITILE PIPE

DESIGNED BY: MICHAEL A. MURPHY, P.E.
ENGINEER
PROJECT NO. 2024-001
DATE: 08/28/24
SHEET NO. 1 OF 1



PRELIMINARY NOT FOR CONSTRUCTION



LANDSCAPE ARCHITECT
CONFLUENCE
501 17TH STREET
DES MOINES, IOWA 50309
515.288.4875
CONTACT: DEVON BLOCH, PLA
CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50305
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.
CLIENT CONSULTANT
FORMATION GROUP
500 WEST PERRY AVE
JOHNSTON, IA 50131
515.913.7000
CONTACT: MATT BROWN, IAA

HERITAGE AT GRIMES - PHASE 2 TAAG DEVELOPMENT, LLC GRIMES, IA

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	08/28/24	ISSUED FOR PERMITS	MM
2	08/28/24	ISSUED FOR PERMITS	MM
3	08/28/24	ISSUED FOR PERMITS	MM

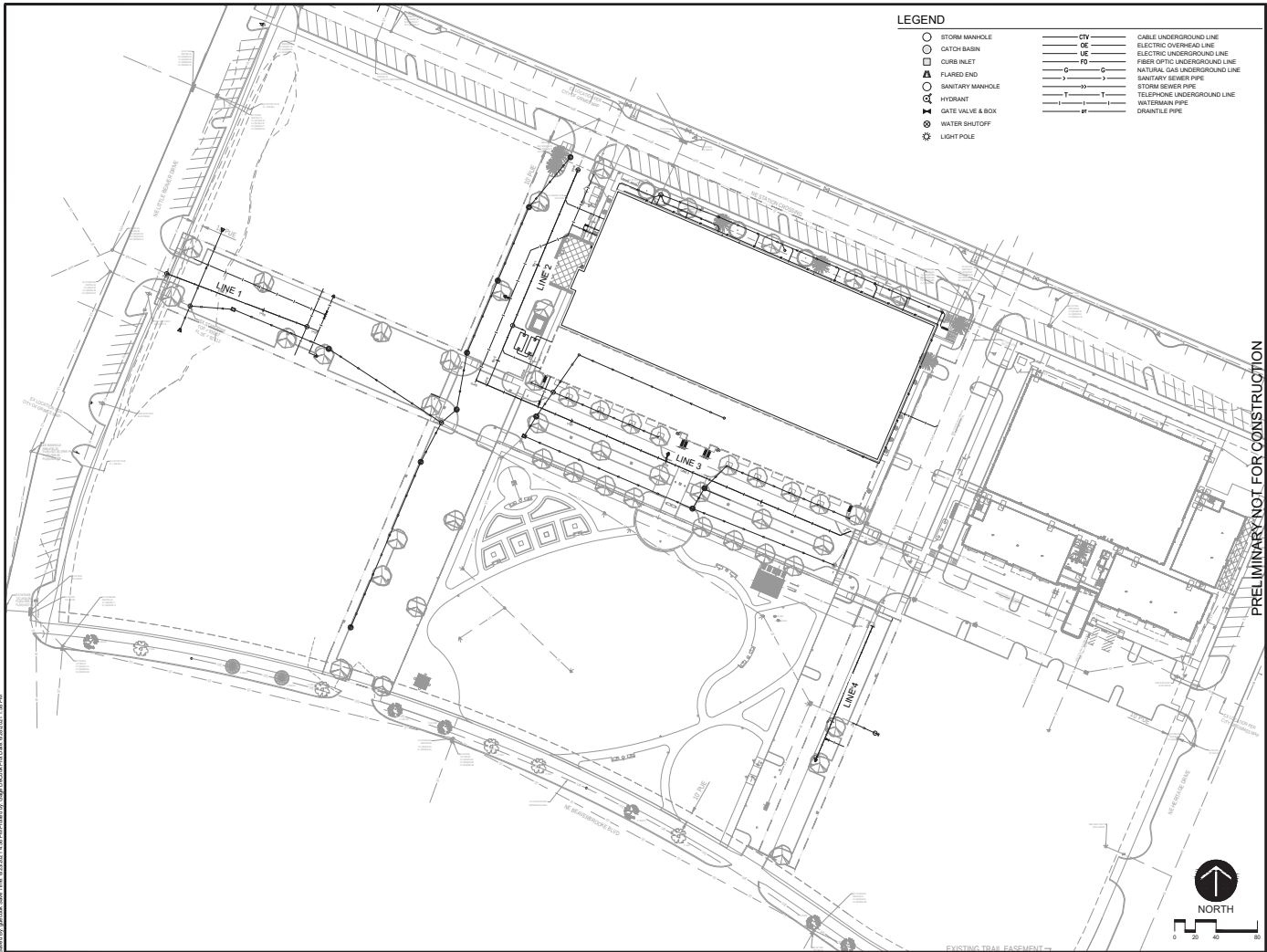
ISSUED
6/28/21
ISSUED FOR
SITE
REVIEW
10/10/2020

PUBLIC UTILITY PLANS AND
PROFILES - TITLE SHEET

CONFLUENCE PROJECT NO. 2024-001

C3.0

Drawing: J:\Projects\Heritage - 2011\20110615 - Heritage - Plan - Civil - C3.1 - Utility Plans and Profiles.dwg
User: J. Brown
Title: C3.1 - Utility Plans and Profiles.dwg
Date: 6/28/21



LEGEND

○	STORM MANHOLE	CTV	CABLE UNDERGROUND LINE
○	CATCH BASIN	DE	ELECTRIC OVERHEAD LINE
□	CURB INLET	UE	ELECTRIC UNDERGROUND LINE
△	FLARED END	FO	FIBER OPTIC UNDERGROUND LINE
○	SANITARY MANHOLE	○	NATURAL GAS UNDERGROUND LINE
○	HYDRANT	—	SANITARY SEWER PIPE
○	GATE VALVE & BOX	—	STORM SEWER PIPE
○	WATER SHUTOFF	—	TELEPHONE UNDERGROUND LINE
○	LIGHT POLE	—	WATERMAIN PIPE
		—	GRANITE PIPE

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
501 17TH STREET
DES MOINES, IOWA 50309
515.286.8875
CONTACT: DEVON BLOCH, P.L.A.

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50305
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
2500 WEST PERRY AVENUE
JOHNSTON, IA 50131
515.313.7000
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES - PHASE 2

TAAG DEVELOPMENT, LLC
GRIMES / IA

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1	6/28/21	ISSUED FOR PERMITS
2	6/28/21	ISSUED FOR PERMITS
3	6/28/21	ISSUED FOR PERMITS

ISSUED FOR SITE REVIEW

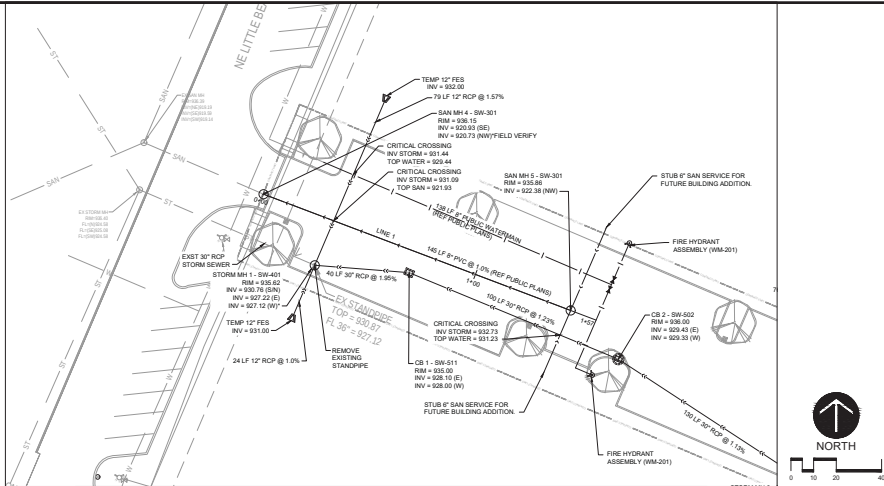
COPYRIGHT © 2021 BY CONFLUENCE
ALL RIGHTS RESERVED. NO REPRODUCTION OR TRANSMISSION IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, IS PERMITTED WITHOUT THE WRITTEN PERMISSION OF CONFLUENCE.

PUBLIC UTILITY PLANS AND PROFILES LINE LOCATIONS

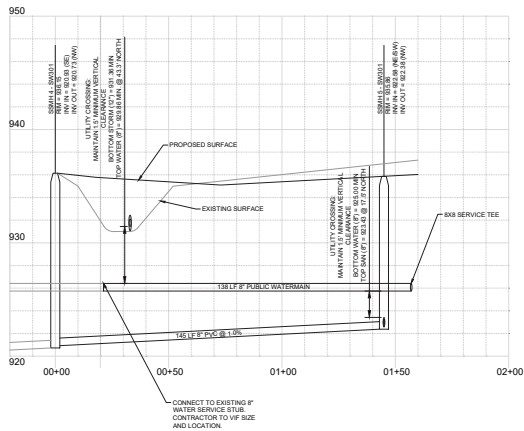
CONFLUENCE PROJECT NO. 21081

C3.1

Drawing: C:\Projects\Heritage - Phase 2\Heritage - Phase 2\Drawings\Public Utility\Public Utility - Line 1.dwg
Date: 6/28/21
Author: J. B. BLOCH
Checked: J. B. BLOCH
Title: PUBLIC UTILITY PLANS AND PROFILES - LINE 1



LINE 1: PUBLIC UTILITY PROFILE



PRELIMINARY NOT FOR CONSTRUCTION



LANDSCAPE ARCHITECT
CONFLUENCE
501 17TH STREET
DES MOINES, IOWA 50309
515.286.8875
CONTACT: DEVON BLOCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 100
WEST DES MOINES, IA 50305
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
2500 WEST PERRY AVENUE
JOHNSTON, IA 50131
515.313.9000
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES - PHASE 2

TAAG DEVELOPMENT, LLC
GRIMES / IA

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
1	6/28/21	ISSUED FOR PERMITS
2	6/28/21	ISSUED FOR PERMITS
3	6/28/21	ISSUED FOR PERMITS

ISSUED
6/28/21
FOR
SITE
REVIEW

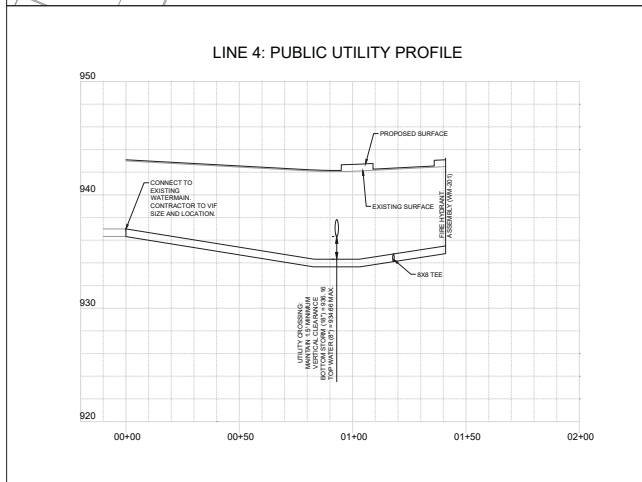
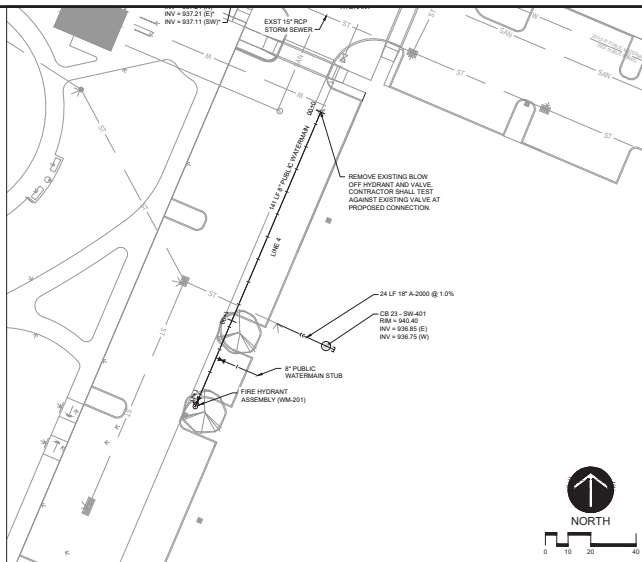
CONFLUENCE PROJECT NO. 21081

PUBLIC UTILITY PLANS
AND PROFILES - LINE 1

C3.2



C3.3



PRELIMINARY NOT FOR CONSTRUCTION

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
525 17TH STREET
DES MOINES, IOWA 50309
515.288.4875
CONTACT: DEVON BLOSCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 120
WEST DES MOINES, IA 50265
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
5630 WEST PKWY #400
JOHNSON, IA 50131
515.313.7925
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES - PHASE 2
TAG DEVELOPMENT, LLC
GRIMES / IA

REVISION SCHEDULE		
ISSUE	DATE	DESCRIPTION
1	6/24/2021	CITY SITE PLAN SUBMITAL
2	6/8/2021	CITY SITE PLAN SET REQUIREMENTS
3	6/28/21	CITY SITE PLAN SET REQUIREMENTS

ISSUED:
6/28/21
ISSUED FOR:
SITE
REVIEW

COPYRIGHT © 2021 BY CONFIDENCE
 ALL RIGHTS RESERVED. THIS DRAWING IS PROVIDED AS AN
 INSTRUMENT OF SERVICE BY CONFIDENCE, AND IS INTENDED
 FOR USE ON THIS PROJECT ONLY. ANY REPRODUCTION OR
 DISCLOSURE OF INFORMATION CONTAINED HEREIN WITHOUT
 PRIOR WRITTEN CONSENT OF CONFIDENCE IS STRICTLY
 PROHIBITED.

PUBLIC UTILITY PLANS
AND PROFILES - LINE 4

CONFLUENCE PROJECT NO: 21081

C3.5









LANDSCAPE ARCHITECT
CONFLUENCE
525 17TH STREET
DES MOINES, IOWA 50309
515.288.4875
CONTACT: DEVON BLOSCH, PLA

CIVIL ENGINEER
LARSON ENGINEERING
1001 OFFICE PARK ROAD, SUITE 120
WEST DES MOINES, IA 50265
515.225.4377
CONTACT: MICHAEL MURPHY, P.E.

CLIENT CONSULTANT
FORMATION GROUP
5530 WEST PKWY #400
JOHNSTON, IA 50131
515.313.7925
CONTACT: MATT BROWN, AIA

HERITAGE AT GRIMES
TAAG DEVELOPMENT, LLC
GRIMES / IA

ISSUE SCHEDULE		
ISSUE	DATE	DESCRIPTION
1	5/24/2021	CITY SITE PLAN SUBMITTAL
2	6/8/2021	CITY SITE PLAN 1ST RESUBMITTAL
3	6/23/2021	CITY SITE PLAN 2ND RESUBMITTAL

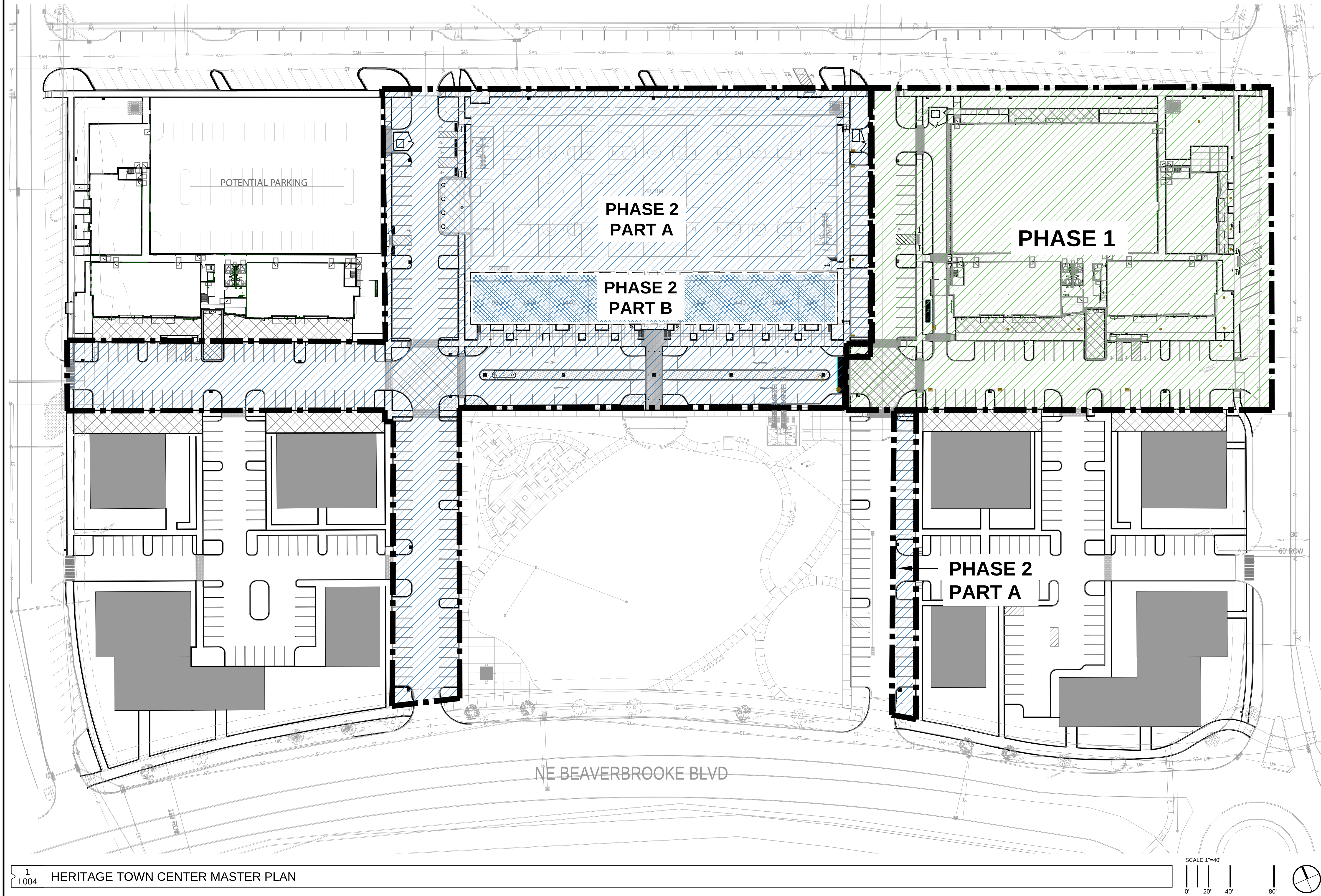
ISSUED:
6/23/2021
FOR:
SITE
REVIEW
NOT FOR CONSTRUCTION

COPYRIGHT © 2021 BY CONFLUENCE
ALL RIGHTS RESERVED. THIS DRAWING IS PROVIDED AS AN
INSTRUMENT OF SERVICE BY CONFLUENCE, AND IS INTENDED
FOR USE ON THIS PROJECT ONLY. ANY REPRODUCTION, USE OR
DISCLOSURE OF INFORMATION CONTAINED HEREIN WITHOUT
PRIOR WRITTEN CONSENT OF CONFLUENCE IS STRICTLY
PROHIBITED.

PHASING PLAN

CONFLUENCE PROJECT NO: 21081

L004



Town Center Parking Calculator							
Category	Stalls Per 1000	Square Footage	Percentage Required				
			Weekday Daytime and Evening		Weekend Daytime and Evening		Nighttime
			6:00 AM to 5:00 PM	5:00 PM to 1:00 AM	6:00 AM to 5:00 PM	5:00 PM to 1:00 AM	1:00 AM to 6:00 AM
Office	3	85640	256.92	25.692	12.846	12.846	12.846
Retail	6	65105	292.9725	292.9725	390.63	351.567	19.5315
Restaurant/Rest	10	0	0	0	0	0	0
Deli	10	0	0	0	0	0	0
Patio	10	0	0	0	0	0	0
Fitness	2.25	28800	19.44	64.8	48.6	64.8	3.24
Event	0	48600	0	0	180	90	0
School	0	0	0	0	0	0	0
Residential	2.66	0	0	0	0	0	0
Storage	0.05		0	0	0	0	0
Total		228145	569.3325	383.4645	632.076	519.213	35.6175

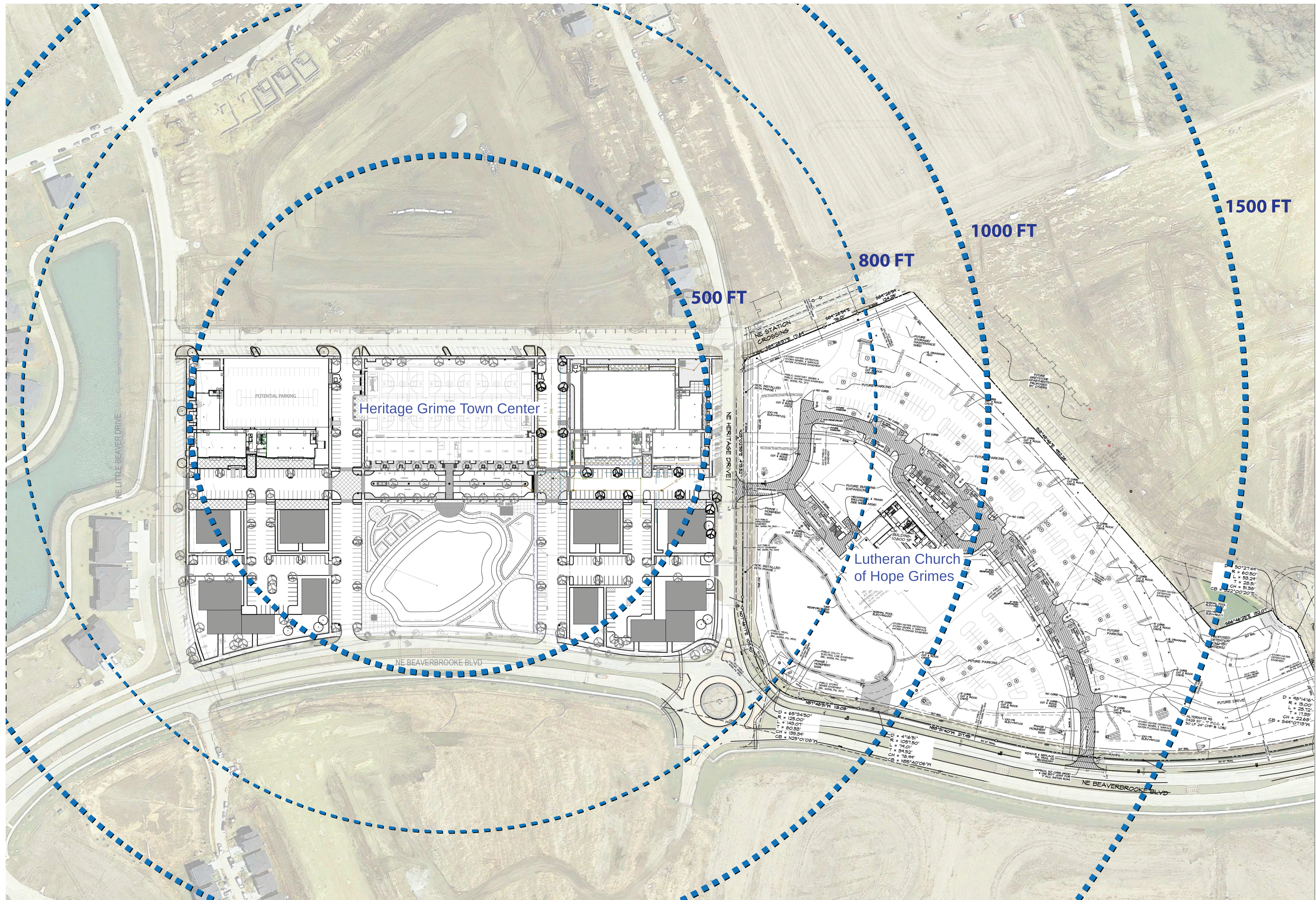
Heritage Town Center (HTC):
City Code Time Share Calcs = 632 Required Spaces

Total Provided Parking at Full Build = 613
(with/ proposed surface lot on NW corner)

HTC has a = -19 deficit.

Lutheran Church of Hope Grimes:
Per Code = 55 Required
Future Max Parking =527 spaces
Future Expansion Required = 400 spaces
Overage = 72 spaces

Heritage Town Center needs = 19 spaces







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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

37th Street Mega Storage – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a Mega Storage large unit storage facility. Five buildings are proposed onsite with each building ranging from 4,800 to 5,600 square feet in size. All buildings on site total 25,730 square feet. This project will be similar to the Mega Storage facility constructed in 2020 at 3000 SE Destination Drive.

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

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat - 2006

BOARD/COMMISSION ACTION(S):

Approved by Planning and Zoning Commission – 07/06/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for 37th Street Mega Storage, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: July 6, 2021
RE: 37th Street Mega Storage – Site Plan

GENERAL INFORMATION:

Applicant:

Mega Storage - Kevin Henter

Requested Action

Site Plan

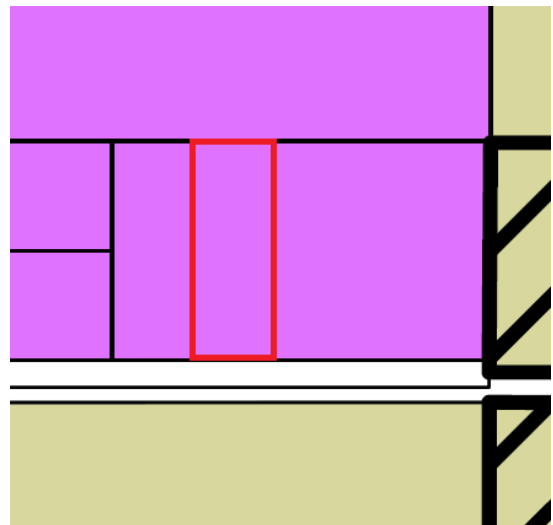
Location

705 SE 37th Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Industrial	M-2
North	Vacant	General Industrial	M-2
South	Vacant	Business Park	A-1
East	Industrial	General Industrial	M-2
West	Industrial	General Industrial	M-2

BACKGROUND:

The applicant is requesting approval of the site plan for a Mega Storage large unit storage facility. Five buildings are proposed onsite with each building ranging from 4,800 to 5,600 square feet in size. All buildings on site total 25,730 square feet. This project will be similar to the Mega Storage facility constructed in 2020 at 3000 SE Destination Drive.

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

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of metal with stone provided along the bottom of the buildings that face the street frontage. The architecture will match the buildings constructed at 3000 SE Destination but will have a different color scheme of gray and black.

Given the available space between the man and overhead doors on the interior building facades, staff has suggested installing the required square footage of stone on the front and outer facades of the building. This is a reasonable compromise in staff's opinion.

Site Layout:

The site will be accessed from the existing driveway off of SE 37th Street that is shared between this property and Eagle Signs to the east. A future 5' sidewalk will be provided along the project frontage. No dumpster is provided onsite. Each storage unit will be responsible for managing their own trash.

Parking:

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

Landscaping/Streetscape:

The site provides landscaping along the project frontage between the building and the detention basin, and around the transformer to help screen it from view from SE 37th Street and

the neighboring property. There are no minimum landscape standards for this property, therefore the site meets the minimum requirements.

Utilities:

No sanitary sewer or water lines will connect to the buildings since the facility is meant for storage only. However, new 6" water main will be constructed from the existing main on SE 37th Street to provide the required fire hydrant coverage.

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

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for 37th Street Mega Storage, 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 2, 2021~~

~~June 15, 2021~~

June 29, 2021

Civil Design Advantage

Attn: Doug Mandernach

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: 37th Street Mega Storage

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Site Plan for the 37th Street Mega Storage. Based on the review of the provided submittal materials, staff have the following comments:

Sheet 3:

- ~~1. Label setback of pavement to the north property line. 5' minimum required.~~
- ~~2. Show future 5' public sidewalk along 37th Street.~~
- ~~3. Show the relation of the driveway to the existing driveway/parking lot for the lot to the east.~~
- ~~4. The building numbers on the plans don't match the building elevations. Please revise.~~
- ~~5. Are bollards propose to be placed at the building corners or elsewhere on site? A bollard detail was provided. Please label locations on the site plan.~~

Sheet 4:

- ~~1. Clean out the basin and verify that the minimum requirements are still being met. Please provide a volumetric analysis.~~
2. Swale needs to be 2% slope or provide subdrain with 1% slope. **Grade needs to be at least 1% within the swale. Please revise.**

Sheet 5:

- ~~1. Provide perimeter sediment controls.~~
- ~~2. Please add rip rap quantities to the quantities table.~~
- ~~3. Please specify what type of TRM will be installed at the discharge pipe into the basin.~~

Sheet 6:

- ~~1. Provide roof drain connections.~~
- ~~2. In between the buildings, please stripe fire lanes in front of the hydrants to prevent parking in front of the hydrants or move the hydrants out closer to the main drive aisle. Alternatively, this area could be curbed and sodded.~~
- ~~3. Provide water main length.~~
- ~~4. Provide standpipe detail.~~

Sheet 7:

- ~~1. Add detail for the hydrodynamic separator.~~

Sheet 8:

- ~~1. Please change the plant type around the transformer to be an evergreen shrub.~~
- ~~2. Please provide additional landscaping along the south side of the buildings. 1 shrub per 4 linear feet is typical planting spacing. Please extend the landscape strip to the east side of the flume. Staff would like to see some additional shrubs along Building 1.~~
- ~~3. Please sod the site.~~

Architecture:

- ~~1. Can the color of door on the front of Building 1 be changed to blend in with the front façade? Or can building 1 and 3 be switched and the stone moved to building 3 so the door is not facing 37th Street? In addition, there is no way to get to the door anyway since the transformer is in the way and there is not sidewalk/paved pad to get there.~~

- ~~2. Please provide details for all proposed lighting and provide lighting cut sheets. Are any LED light strips or colored lights proposed? P&Z and Council must be aware of all proposed lighting.~~

SWPPP:

- ~~1. Provide SWPPP.~~
- ~~2. Provide NPDES permit once it is received.~~
- ~~3. Owner and all contractors need to sign certification statements on final SWPPP.~~

Stormwater Management Plan (SWMP):

- ~~1. As per ISWMM, dry bottom detention basins do not provide water quality. If the basin proposed is a dry detention basin, a different method needs to be used to address treatment.~~
- ~~2. DB 1 Peak Release Summary: Show both proposed and future release rates.~~
- ~~3. DB 1A Off: You cannot assume this area will not drain through the site once that lot is developed. DB 1A Off will have to meet an allowable release rate for that lot, but you cannot cut off drainage that originally drained onto your site.~~
- ~~4. Provide channel protection volume calculations.~~
- ~~5. Storm Sewer Design: Show 100-yr calculations as well.~~
- ~~6. Provide area intake calculations.~~
- ~~7. Provide final (signed) copy of SWMP.~~

Site Plan:

- ~~1. Erosion Control Sheet: Show proposed contours.~~
- ~~2. Utility Plan Sheet: Will there be roof drain connections?~~
- ~~3. Utility Plan Sheet: Label critical crossing.~~
- ~~4. Utility Plan Sheet: ST-4 show required treatment flowrate and maximum bypass flowrate (i.e. 100-yr).~~

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 8, 2021~~
 June 21, 2021
 (1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: July 6, 2021 at 5:30 at the Grimes City Hall

COUNCIL MEETING: July 13, 2021 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,

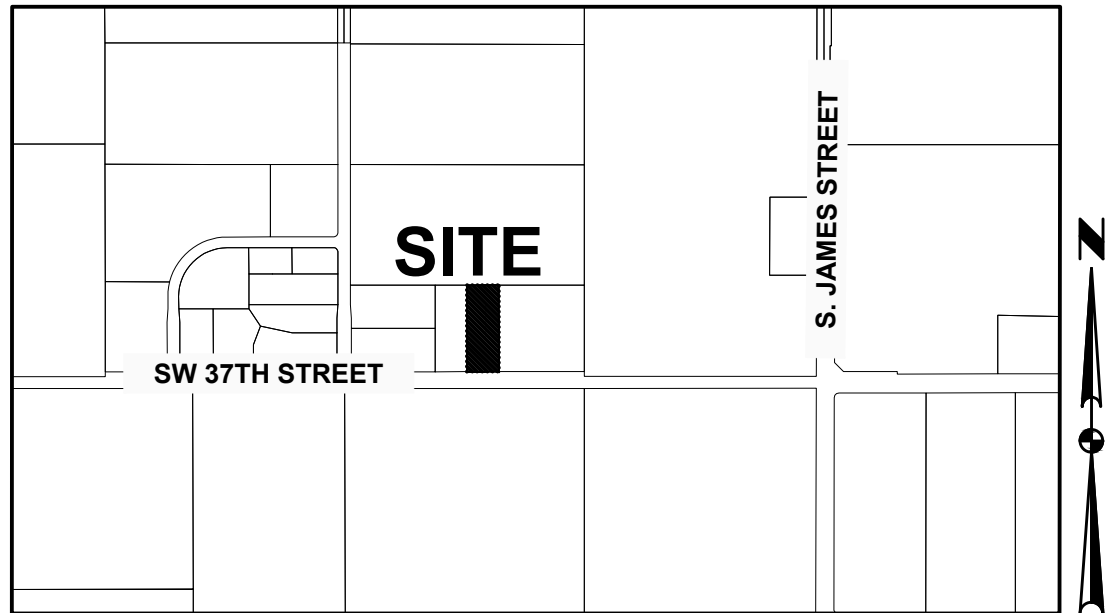
Evann Martin
Assistant Planner

SITE PLAN FOR:
37TH STREET MEGA STORAGE

GRIMES, IOWA

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

DEVELOPMENT SUMMARY

AREA: 1.95 ACRES (84864 SF)
ZONING: M-2 LIGHT INDUSTRIAL
SETBACKS:
FRONT: 25'
SIDE: NONE
REAR: 25'
PROPOSED BUILDING USES: STORAGE
BUILDING HEIGHT: 18'
OPEN SPACE CALCULATION:
TOTAL SITE: = 84,864 SF (1.95 AC.)
BUILDING = 25,730 SF
DRIVEWAYS = 27,457 SF
OPEN SPACE PROVIDED = 31,677 SF (37.33%)
OPEN SPACE REQUIRED = 8,486.4 SF (10%)
IMPERVIOUS AREA: = 53,187 SF (62.67%)

INDEX OF SHEETS

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

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-512 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-513 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-401 STORM MANHOLE	GUY ANCHOR
TYPE SW-402 STORM MANHOLE	STREET LIGHT
FLARED END SECTION	POWER POLE W/ TRANSFORMER
TYPE SW-301 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEANOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
FIRE HYDRANT ASSEMBLY	ELECTRIC MANHOLE OR VAULT
SIGN	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
SANITARY SEWER	TELEPHONE POLE
SANITARY SERVICE	GAS VALVE BOX
STORM SEWER	CABLE TV JUNCTION BOX
STORM SERVICE	CABLE TV MANHOLE/VAULT
WATERMAIN WITH SIZE	MAIL BOX
WATER SERVICE	BENCHMARK
SAWCUT (FULL DEPTH)	SOIL BORING
SILT FENCE	UNDERGROUND TV CABLE
USE AS CONSTRUCTED	GAS MAIN
MINIMUM PROTECTION ELEVATION	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

OWNER

LONG DIRT INVESTMENTS LLC
17389 BERKSHIRE PARKWAY
CLIVE, IA 50325
CONTACT: ERIC GRUBB
EMAIL: ERIC@SOLIDGROUNDIOWA.COM
PH: 515-975-7441

APPLICANT

MEGA STORAGE
3070 WHITEPINE CT.
WAUKEE, IA 50263
CONTACT: KEVIN HENTER
EMAIL: KLHENTERIA@GMAIL.COM
PH: 515-250-4051

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

BENCH MARK:

NW BURY BOLT ON HYDRANT APPROXIMATELY 20'
EAST OF ENTRANCE TO SOILTECH.
ELEVATION = 978.01

BURY BOLT ON HYDRANT ALONG SOUTH LINE OF
STORAGE MART ALONG THE WEST SIDE OF SITE.
ELEVATION=1000.72

DATE OF SURVEY:

APRIL 30, 2021

ZONING:

M-2 LIGHT INDUSTRIAL DISTRICT

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.

LEGAL DESCRIPTION

PARCEL "A" AS RECORDED IN BOOK 13602 PAGE 142
POLK COUNTY IOWA. CONTAINING 1.948 ACRES.

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PROJECT SITE ADDRESS

705 SW 37TH STREET

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SUMMER 2021
ANTICIPATED FINISH DATE = FALL 2021

SUBMITTAL DATES

FIRST SUBMITTAL: 05/24/2021
SECOND SUBMITTAL: 06/08/2021
THIRD SUBMITTAL: 06/17/2021



CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2101.047



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.

PROFESSIONAL ENGINEER

DOUG MANDERNACH

23810

FOR CONSTRUCTION

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.

EXPIRATION DATE

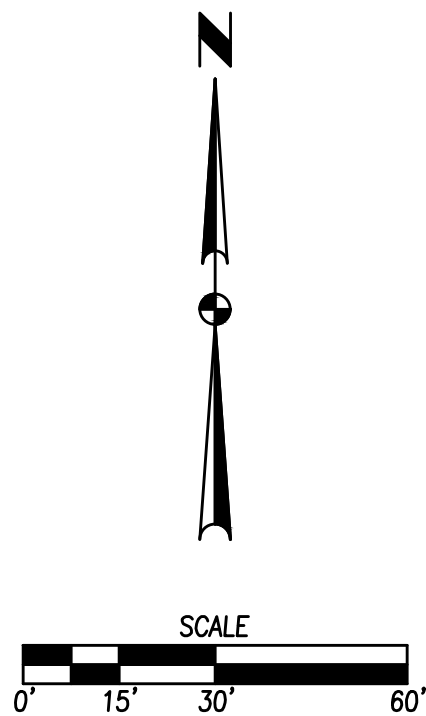
2026

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1-7

FILE: H:\2021\2101047\DWG\2101047-STD.DWG
PLOT DATE: 6/18/2021 9:43 AM
PLOTTER: 23810
PLOTTER: 23810
PLOTTER: 23810

37TH STREET MEGA STORAGE - 2101.047



DEMOLITION NOTES

1. EXISTING TOPOGRAPHIC SURVEY INFORMATION FOR THE SITE WAS TAKEN FROM PREVIOUSLY PREPARED TOPOGRAPHIC SURVEY AND DESIGN INFORMATION FROM CONSTRUCTION PLANS FOR HOPE COMMERCIAL PLAT 1 AND HOPE COMMERCIAL PLAT 2. SOME IMPROVEMENTS MAY NOT BE INSTALLED. CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ADJACENT CONSTRUCTION ACTIVITIES.
-
- ## DEMOLITION NOTES
-
1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO CONSTRUCTION SHALL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
 2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
 - E. ARCHITECT
 3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
 4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
 5. BACKFILL ALL EXCAVATING MATERIAL WITH COHESIVE MATERIAL COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE CONTRACTOR. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
 6. FIELD VERIFY EXISTING GRADES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
 7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
 8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
 9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

1. TRAFFIC CONTROL REQUIRED ON ALL PUBLIC STREETS DURING ANY WORK WITHIN EXISTING RIGHT-OF-WAY.
CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY FOR APPROVAL PRIOR TO CONSTRUCTION.

2. ALL TRAFFIC CONTROL PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY CLOSURE OR LANE CLOSURE.

3. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

4. IF A SIGNING CONTRACTOR CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.

5. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.

6. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES. SIGNAGE AND TEMPORARY PEDESTRIAN ACCESS SHALL BE PROVIDED FOR ALL SIDEWALK CLOSURES.

7. MEDIAN CLOSURES SHALL BE IN ACCORDANCE WITH THE RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), SECTION R205 AND IOWA DOT DESIGN MANUAL, CHAPTER 12A-4.

8. THE CONTRACTOR IS CAUTIONED NEVER TO OBSTRUCT NOR REMOVE ANY EXISTING AVENUE, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.

9. ALL TRAFFIC SIGNALS LOCATED WITHIN THE RIGHT-OF-WAY SHALL BE MAINTAINED AND REPLACEMENT OF THE SIGNALING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

COMMENT:
TECH:

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

NAME: DAM	PE: JUN
-----------	---------



GE
PLAN
GRIMES, IOWA

37TH STREET MEGA STORAGE TOPOGRAPHIC SURVEY AND DEMOLITION PLAN

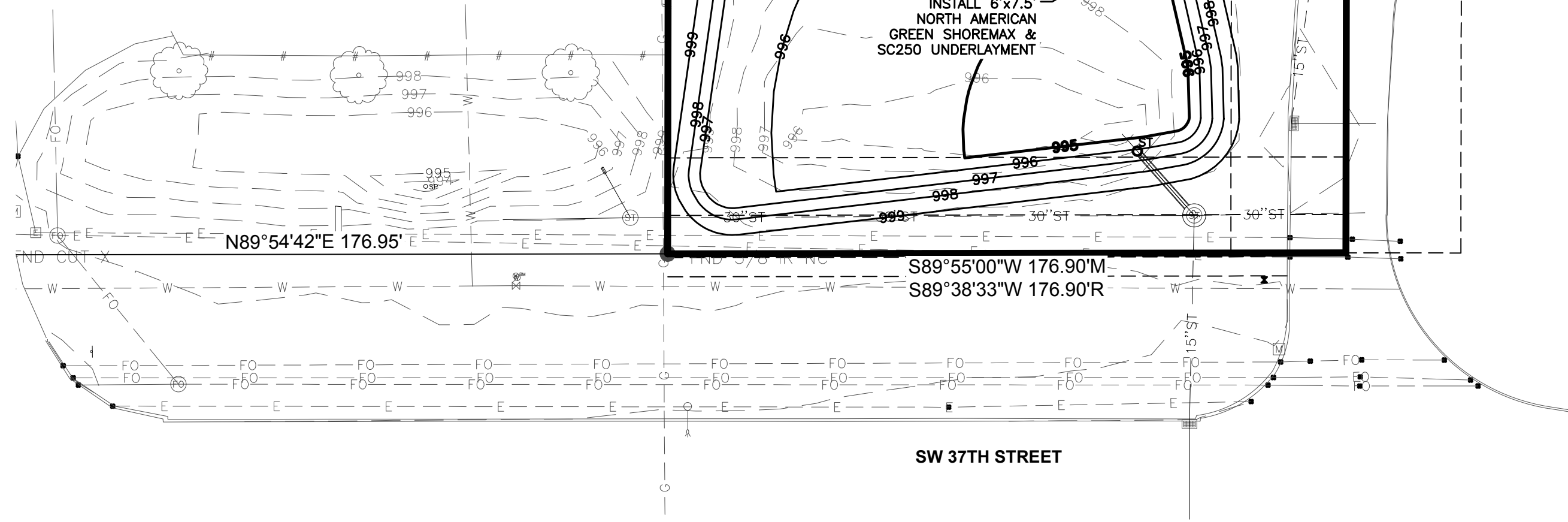
2/8
2101.047
GA



A horizontal scale bar labeled "SCALE" at the top center. Below the bar, there are four tick marks with labels: "0'" at the left end, "15'" at the first major division, "30'" at the second major division, and "60'" at the right end. The bar is divided into four equal segments by these major tick marks.

GRIMES, IOWA

3
8
2101.047
GA



GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF GRIMES' BUILDING DIVISION.
2. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTOR'S USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
4. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS, IF APPLICABLE.
5. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
6. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
7. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
8. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
9. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
11. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
12. 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.
13. SIDEWALKS:
 - MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE, DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
14. EXISTING TOPO FOR THIS AREA WAS TAKEN FROM PROPOSED CONTOURS FOR THE HOPE COMMERCIAL PLAT 1 & HOPE COMMERCIAL PLAT 2. TIE-IN POINTS MAY VARY BASED ON CONSTRUCTED ELEVATIONS.

DATE	06-17-21	06-08-21	05-24-21
REVISIONS			
THIRD SUBMITTAL			
SECOND SUBMITTAL			
FIRST SUBMITTAL			

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

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

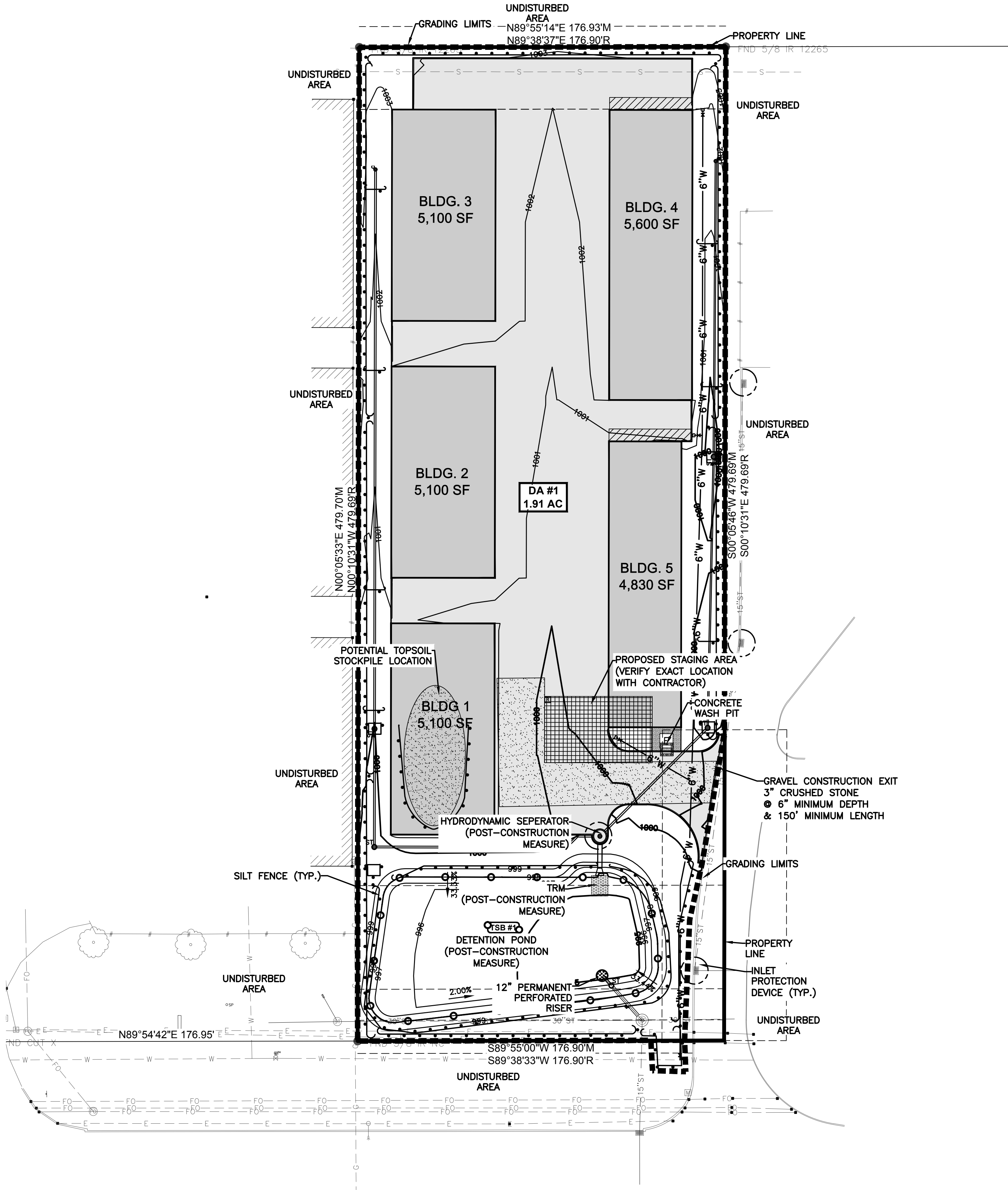
37TH STREET MEGA STORAGE

GRADING PLAN

4

8

2101.047



EROSION CONTROL NOTES

1. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS OF THE SWPPP AND LOCAL, STATE AND FEDERAL REQUIREMENTS. THE OWNER SHALL EMPLOY A SEPARATE FIRM TO PROVIDE SWPPP MONITORING AND UPDATES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE SELECTED FIRM.
2. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO SUDAS CHAPTER 7 EROSION AND SEDIMENT CONTROL.
3. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
4. DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
5. STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

SWPPP LEGEND

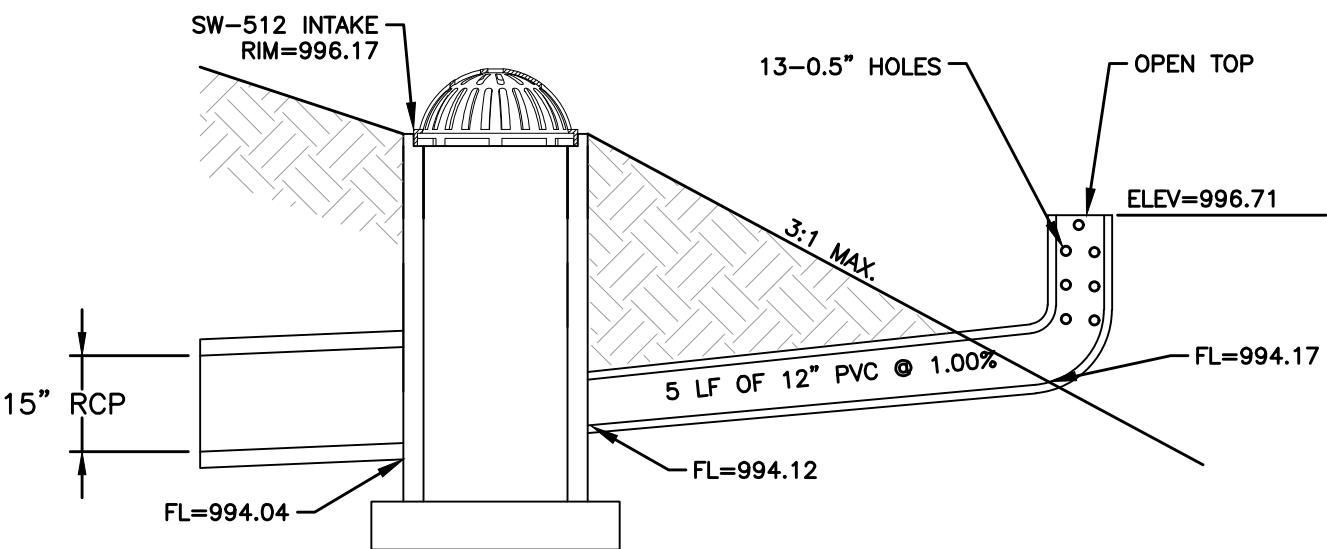
DRAINAGE ARROW	X.XX %	AREA TO BE SEEDED	
GRADING LIMITS		STRAW MAT	
FILTER SOCK		UNDISTURBED AREA	
SILT FENCE		RIP-RAP	
INLET PROTECTION		GRAVEL ENTRANCE	
PORTABLE RESTROOM	R	STAGING AREA	
CONCRETE WASHOUT PIT			

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,973
2	SEEDING, FERTILIZING, AND MULCHING	AC	0.77
3	INLET PROTECTION DEVICES	EA	4
4	CONCRETE WASHOUT PIT	EA	1
5	TURF REINFORCEMENT MATTING	SF	45

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO NORTH WALNUT CREEK +1.025 FT	
TOTAL AREA DISTURBED TO DISCHARGE POINT	1.91 ACRES
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	6,876 CU FT
VOLUME PROVIDED IN TSB #1	15,858 CU FT
VOLUME PROVIDED IN SILT FENCE (1,973 LF @ 4.5 CU FT/LF OF FENCE)	8,879 CU FT
TOTAL VOLUME PROVIDED	24,737 CU FT



POND OUTLET SW-512 WITH STANDPIPE ST-2 DETAIL

- ## UTILITY NOTES
1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
 2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
 3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
 4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
 5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
 6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
 7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
 8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
 9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
 10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
 11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
 12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
 13. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES. PERIODIC MAINTENANCE AND CLEANING OF STORM AND SANITARY SEWER MAY BE NECESSARY.
 14. 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.

REVISIONS	DATE
THIRD SUBMITTAL	06-17-21
SECOND SUBMITTAL	06-08-21
FIRST SUBMITTAL	05-24-21

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

PM: DAM	PE: JUN
---------	---------



CIVIL DESIGN ADVANTAGE

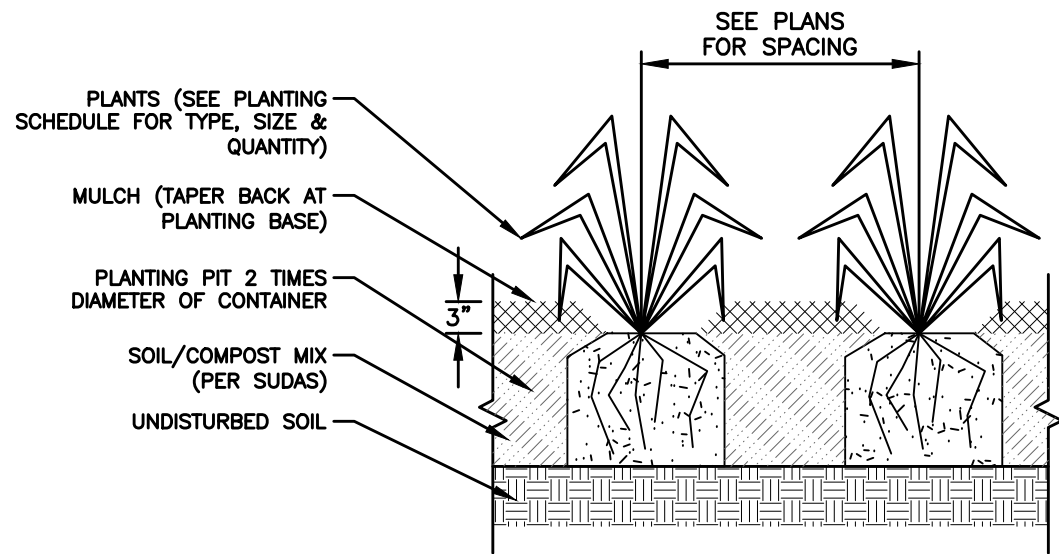
GRIMES, IOWA

37TH STREET MEGA STORAGE

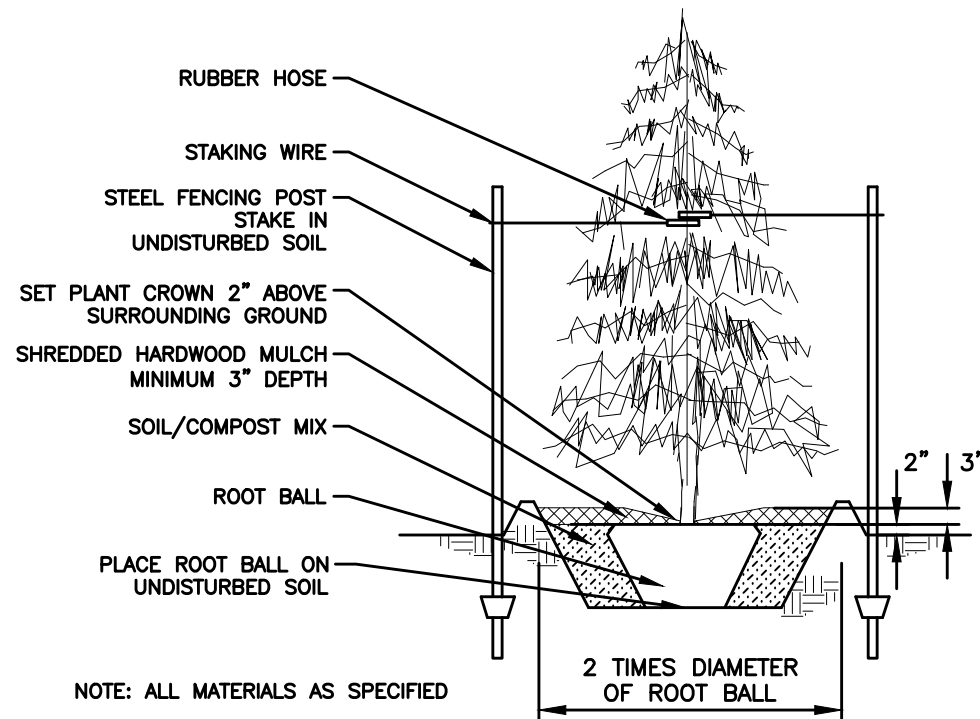
UTILITY PLAN

GRIMES

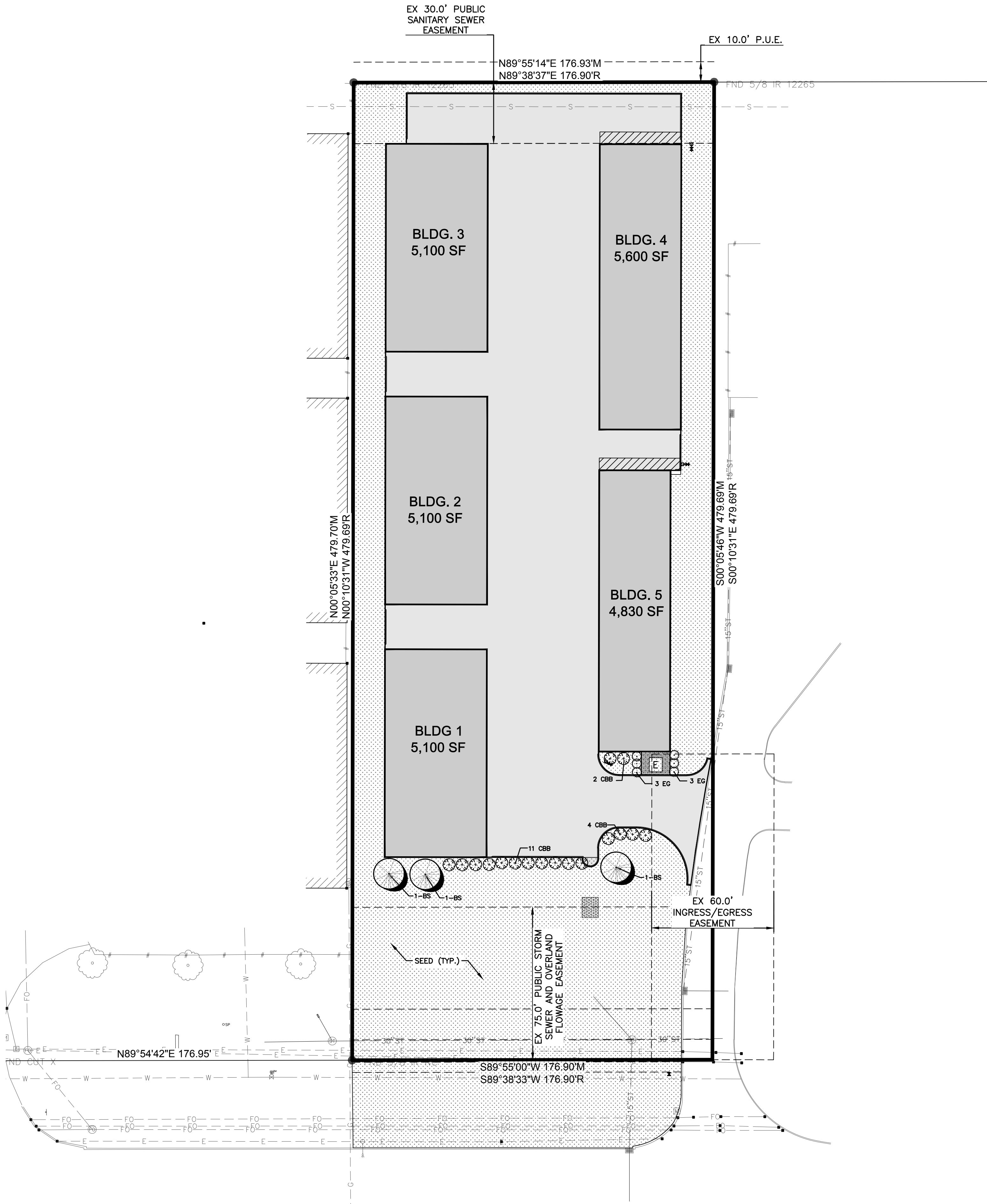
6/8
2101.047
GA



SHRUB PLANTING



CONIFEROUS TREE PLANTING

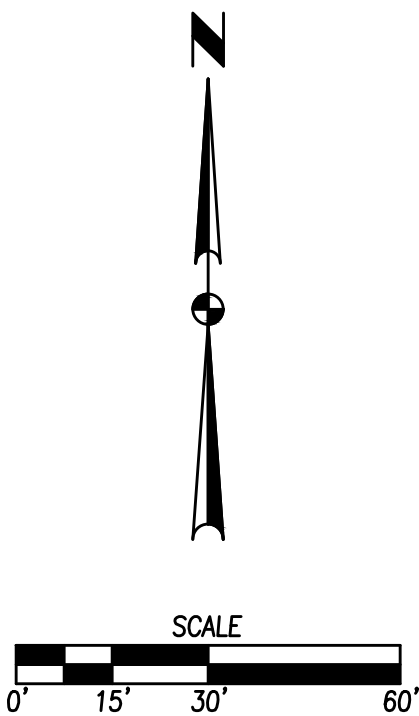


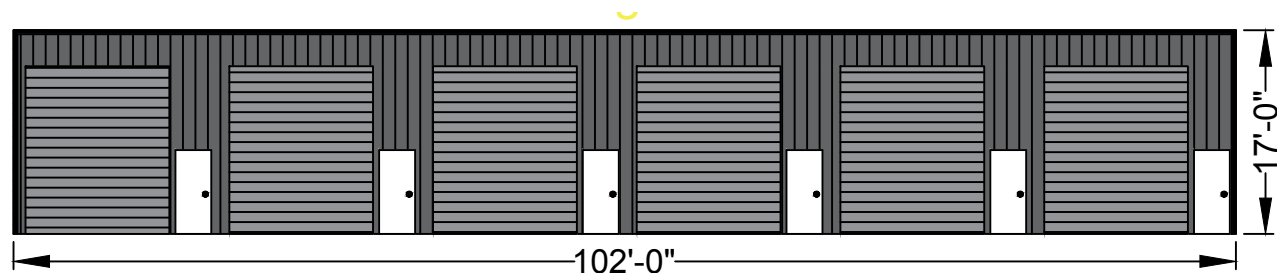
LANDSCAPE NOTES

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.
11. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL.

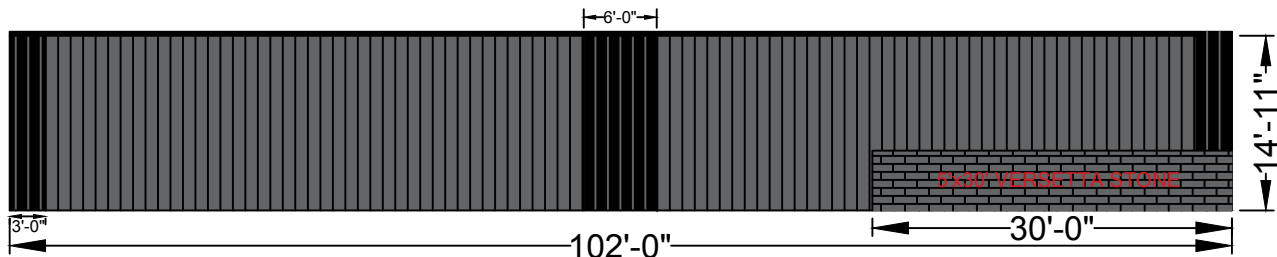
PLANT SCHEDULE

CODE	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	COND
CBB	17	COMPACT BURNING BUSH	EUONYMOUS ATATUS 'COMPACTUS'	3 GAL	
EG	7	EMERALD GREEN ARBORVITAE	THUJA OCCIDENTALIS 'EMERALD GREEN'	3 GAL	
BS	3	COLORADO BLUE SPRUCE	PICEA PUNGENS 'GLUACA'	4' HT.	B&B

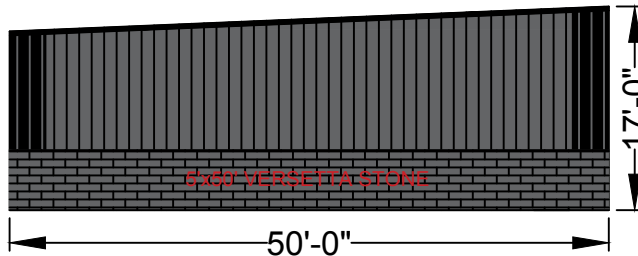




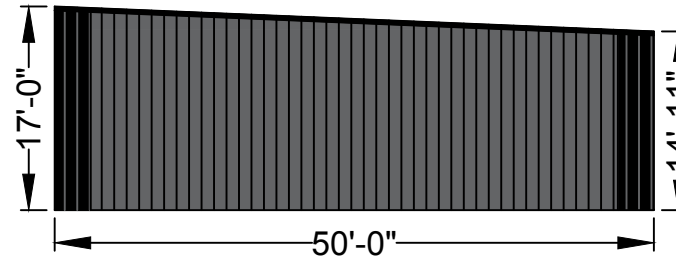
East Elevation



West Elevation



South Elevation



North Elevation

Unit Mix
- 6- 17'-0" x 50'-0"

Building 1
50' x 102' x 17'

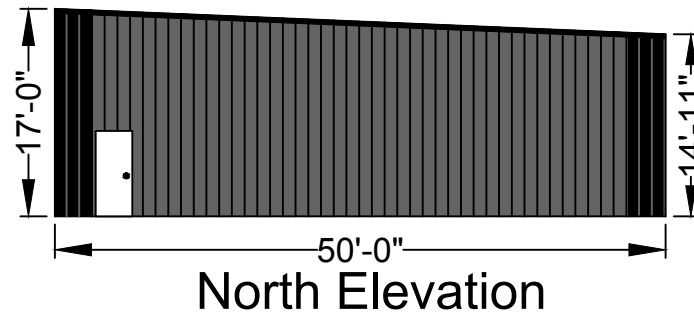
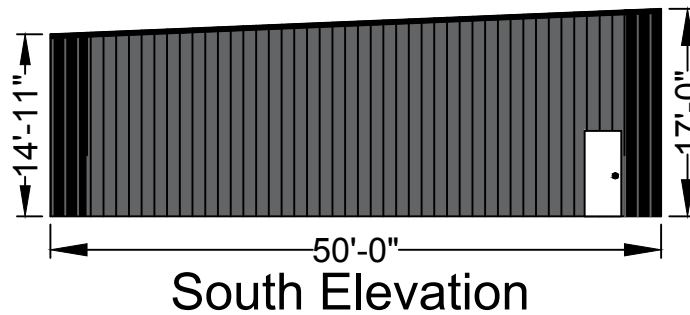
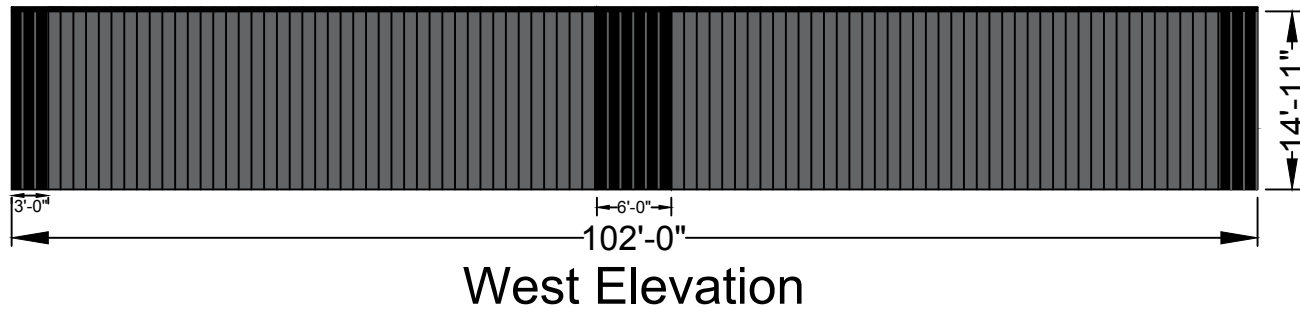
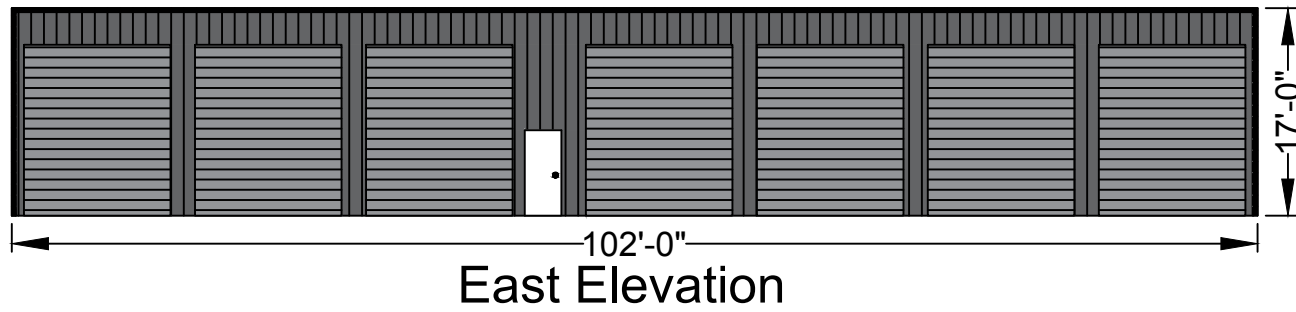
Colors
- Steel: Charcoal Gray
- Corners & Gutters: Black
- Doors: Silhouette Gray
- Walk Doors: White

● FIELD VERIFY ALL SITE
DIMENSIONS AND BEARINGS

Mega Storage 37th Street
Building 1 Elevation

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





Unit Mix

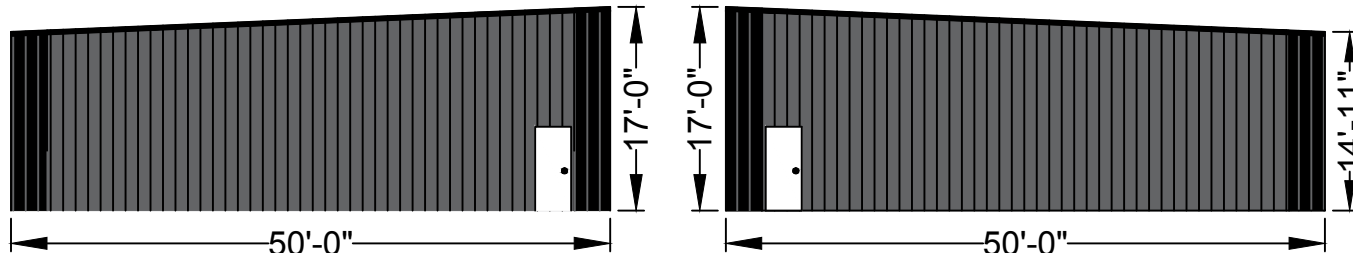
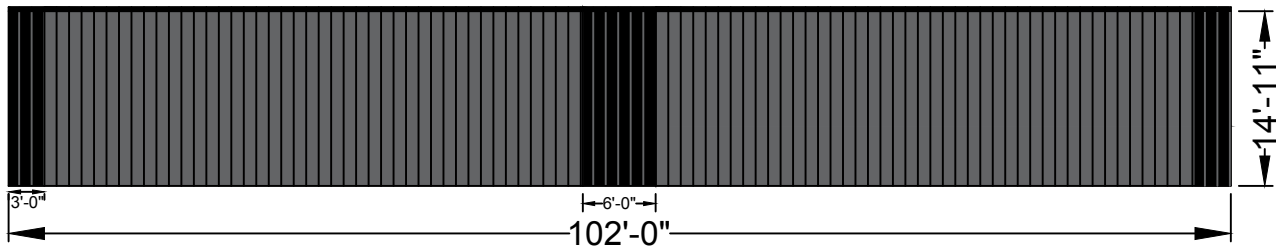
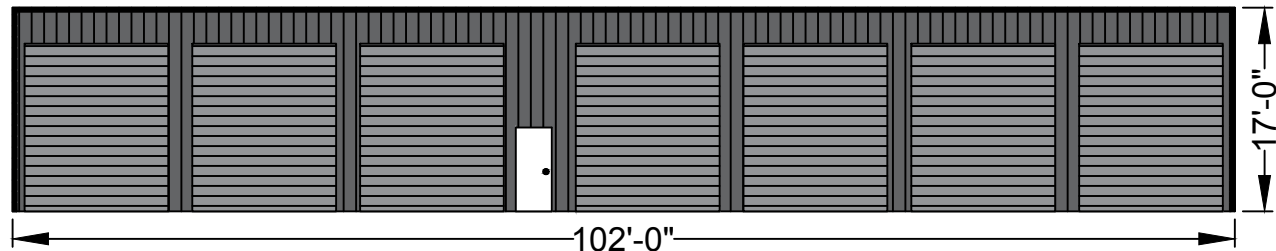
- 1- 18'-0" x 50'-0"
- 3- 28'-0" x 50'-0"

Building 2

50' x 102' x 17'

Colors

- Steel: Charcoal Gray
- Corners & Gutters: Black
- Doors: Silhouette Gray
- Walk Doors: White



Unit Mix

- 1- 18'-0" x 50'-0"
- 3- 28'-0" x 50'-0"

Building 3

50' x 102' x 17'

Colors

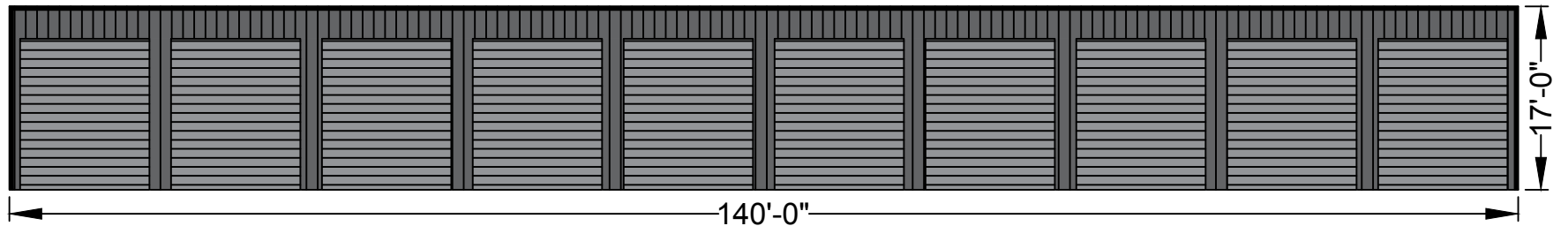
- Steel: Charcoal Gray
- Corners & Gutters: Black
- Doors: Silhouette Gray
- Walk Doors: White

FIELD VERIFY ALL SITE
DIMENSIONS AND BEARINGS

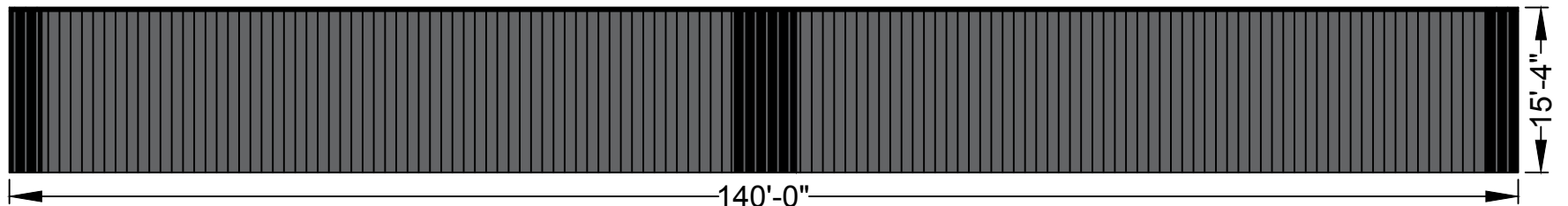
Mega Storage 37th Street
Building 3 Elevation

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

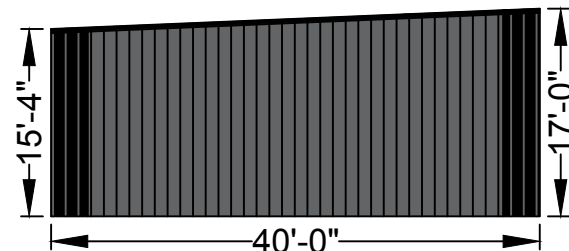




West Elevation



East Elevation

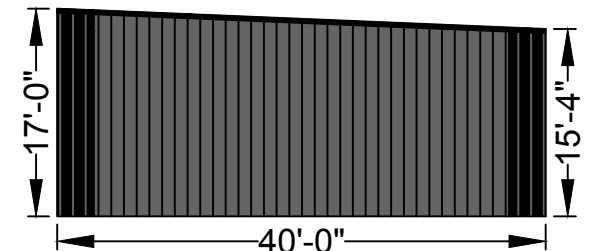


North Elevation

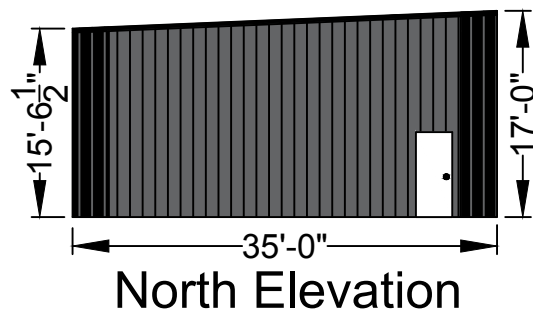
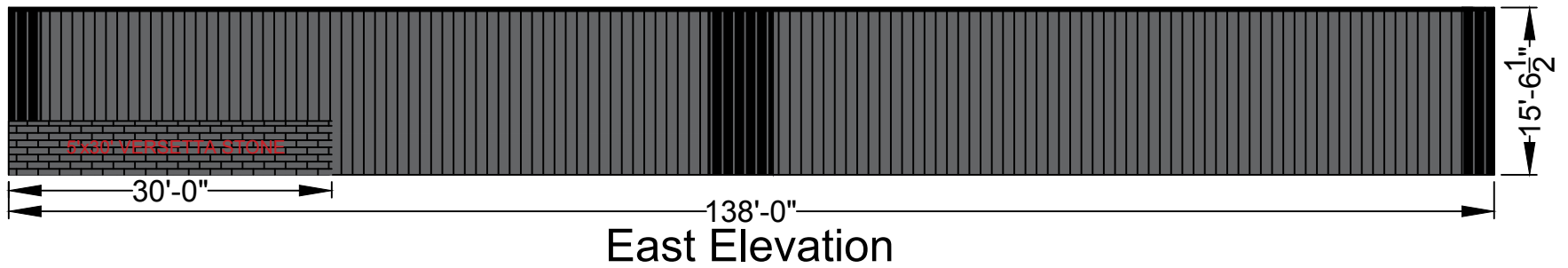
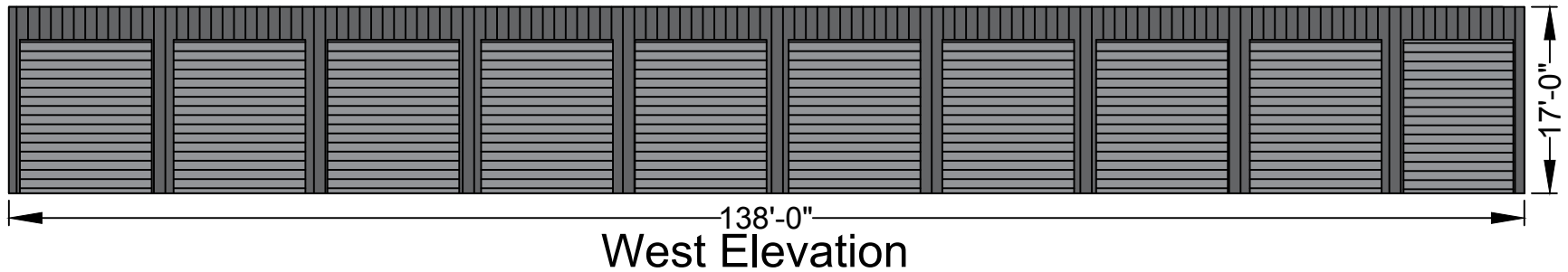
Unit Mix	Building 4
- 10 - 14'-0" x 40'-0"	40' x 140' x 17'

Colors

- Steel: Charcoal Gray
- Corners & Gutters: Black
- Doors: Silhouette Gray

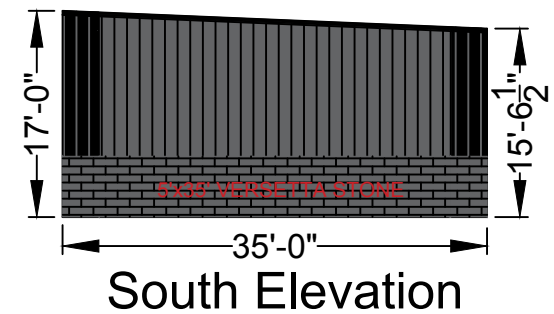


South Elevation



Unit Mix	Building 5
- 9 - 14'-0" x 35'-0"	35' x 138' x 17'
- 1 - 12'-0" x 35'-0"	

- Colors**
- Steel: Charcoal Gray
 - Corners & Gutters: Black
 - Doors: Silhouette Gray
 - Walk Doors: White



FIELD VERIFY ALL SITE
DIMENSIONS AND BEARINGS

Mega Storage 37th Street
Building 5 - Elevation

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





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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING:

Hope Commercial Plat 4 - Preliminary Plat

SYNOPSIS:

The applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the property located at the northeast corner of E 1st Street and NE Platinum Drive. The proposed preliminary plat will provide for two development lots approximately 1.00 acre and 1.46 acres in size.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Rezoning - 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 07/06/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Hope Commercial Plat 4, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: July 6, 2021
RE: Hope Commercial Plat 4 - Preliminary Plat

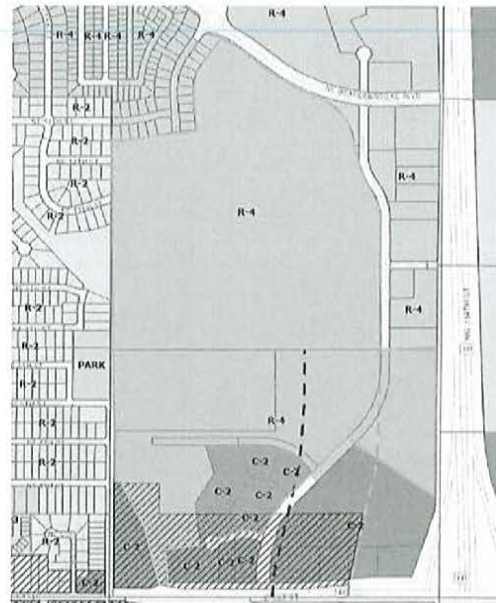
GENERAL INFORMATION:

Applicant:	Hope K Farms, LLC
Requested Action	Preliminary Plat
Location	Generally located north of Highway 44 and west of Highway 141

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Residential, Commercial, Mixed Use	R-4
North	Residential	Low & Medium Density Residential	R-4
South	Commercial	Mixed Use 1	C-2
East	Commercial	Mixed Use 1	R-4, C-2
West	Residential	Low Density Residential	R-2

BACKGROUND:

The applicant is requesting approval of a preliminary plat, which will allow for the future subdivision of the approximately 167-acre property into 56 development lots and one outlot for the regional detention basin. The development lots range in size depending on the type of development proposed. Lots at the northwest corner of the development are intended for single-family lots at approximately one-quarter acre in size. The commercial lots are generally 1-2 acres with some larger lots provided for mixed-use development and the sports complex. The plat will also dedicate right-of-way to the City for the extension of NE Heritage Drive, NE 10th Street, and NE 12th Street.

ANALYSIS:

A conceptual layout is shown for the preliminary plat. Access to the development will be provided via NE Gateway Drive, NE 2nd Ct, NE Heritage Drive, NE 10th Street and NE 12th Street.

Sanitary and water will be extended through the development along the right-of-way with services stubbed to the individual lots.

An 8' trail is proposed to be constructed along NE Heritage Drive, NE 10th Street, and around the regional detention basin.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Hope Commercial Plat 4, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 12, 2021~~

~~May 7, 2021~~

June 15, 2021

Civil Design Advantage

Attn: Josh Trygstad

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Hope Commercial Plat 4 Preliminary Plat

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Preliminary Plat for Hope Commercial Plat 4. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Change zoning designation to C-2 and R-4 (Hope Commercial PUD)~~
- ~~2. Change street name label from SE Gateway to NE Gateway.~~
- ~~3. Show services to all lots.~~
- ~~4. Provide Geotech report. Copy was not submitted.~~
- ~~5. A turn around is needed at 11th Street. Please label gate and Knox Box.~~
- ~~6. Provide a grading plan.~~
- ~~7. Will this be constructed in phases? If so, please provide phasing plan.~~

Sheet 2/13

- ~~1. Utilize quarter point jointing on 29' typical.~~
- ~~2. Show subdrain at BOC.~~

3. Add with CD Baskets to 8" PCC Pavement callout.

4. Note trail thickness to be 6".

Sheet 4/13

1. Verify that easement callout in Lot 5 "Ex. 50' Storm Sewer Easement" is for storm and not sanitary as there is a sanitary sewer in the easement.

2. Show services to all lots.

Sheet 5/13

1. Provide an easement around the proposed 8" watermain in lot 21.

2. Label existing sanitary on Gateway as 8" (labeled as 6").

3. Show services to lots. Verify lot 51 has a sanitary service.

4. There is a 20' public storm sewer easement located on Lot 9. Please show the storm sewer in the easement.

5. There is a storm sewer going from lot 9 to 20. Please provide an easement for the storm sewer.

6. There is a 20' public storm sewer easement located in Lot 21. Please show the storm sewer in the easement.

7. Please provide a storm sewer easement for the section of storm sewer on the south side of Lot 50.

8. How does Lot 18 get water? Please show connection and easement.

9. Revise trail easement to 5'.

Sheet 7/13

1. There is a storm sewer structure located in the southwest corner of Lot 1. Please provide an easement for said structure.

Sheet 8/13

1. Locate sanitary sewer in the center of Heritage Dr and 10th Streets.

2. ~~There is a storm sewer structure located in lots 16, 17, and 28 that do not have an easement around the structures. Please provide an easement for the structures.~~

Sheet 9/13

1. ~~Please provide an easement for the storm sewer structure located in located in Lots 28 and 27.~~
2. ~~Label trail around the regional basin 8' wide.~~

Sheet 10/13

1. ~~Verify street names, it appears 13th St. is labeled as Heritage~~
2. ~~Run proposed sanitary in the center of the street on 12th.~~
3. ~~Please label N 11th St and N 12th St as NE 11th Street and NE 12th Street.~~
4. ~~The minimum lot width for the single family lots is 70'. Please revise.~~

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:	March 19, 2021 May 14, 2021 (1 PDF of Preliminary Plat)
PLANNING & ZONING:	INSERT DATE at 5:30 at the Grimes City Hall
COUNCIL MEETING:	INSERT DATE at 5:30 at the Grimes City Hall

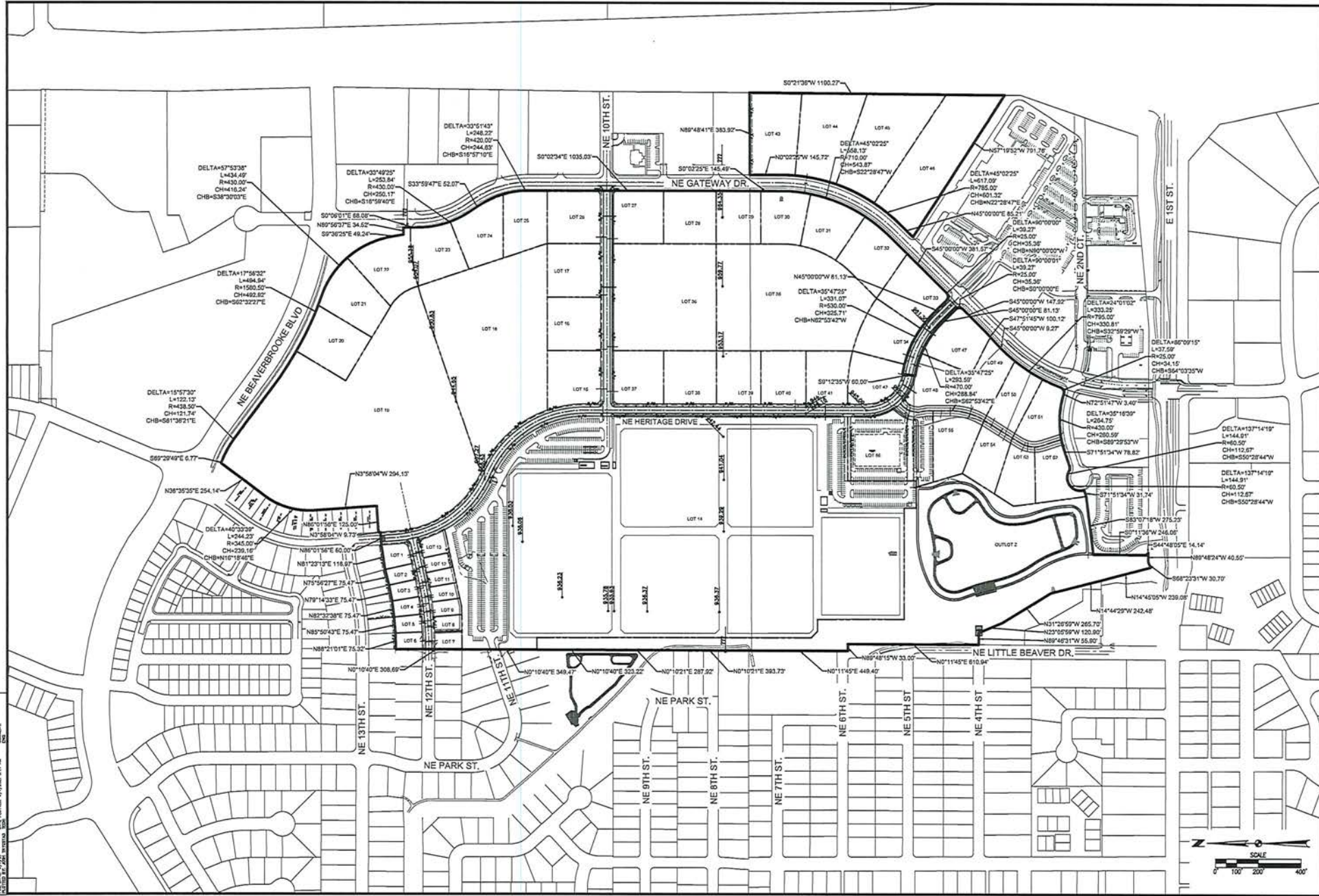
Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

2102051
GA

DATE: 05/04/2021
BY: JAT
PROJECT: 2102051
SHEET: 3 OF 13



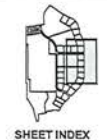
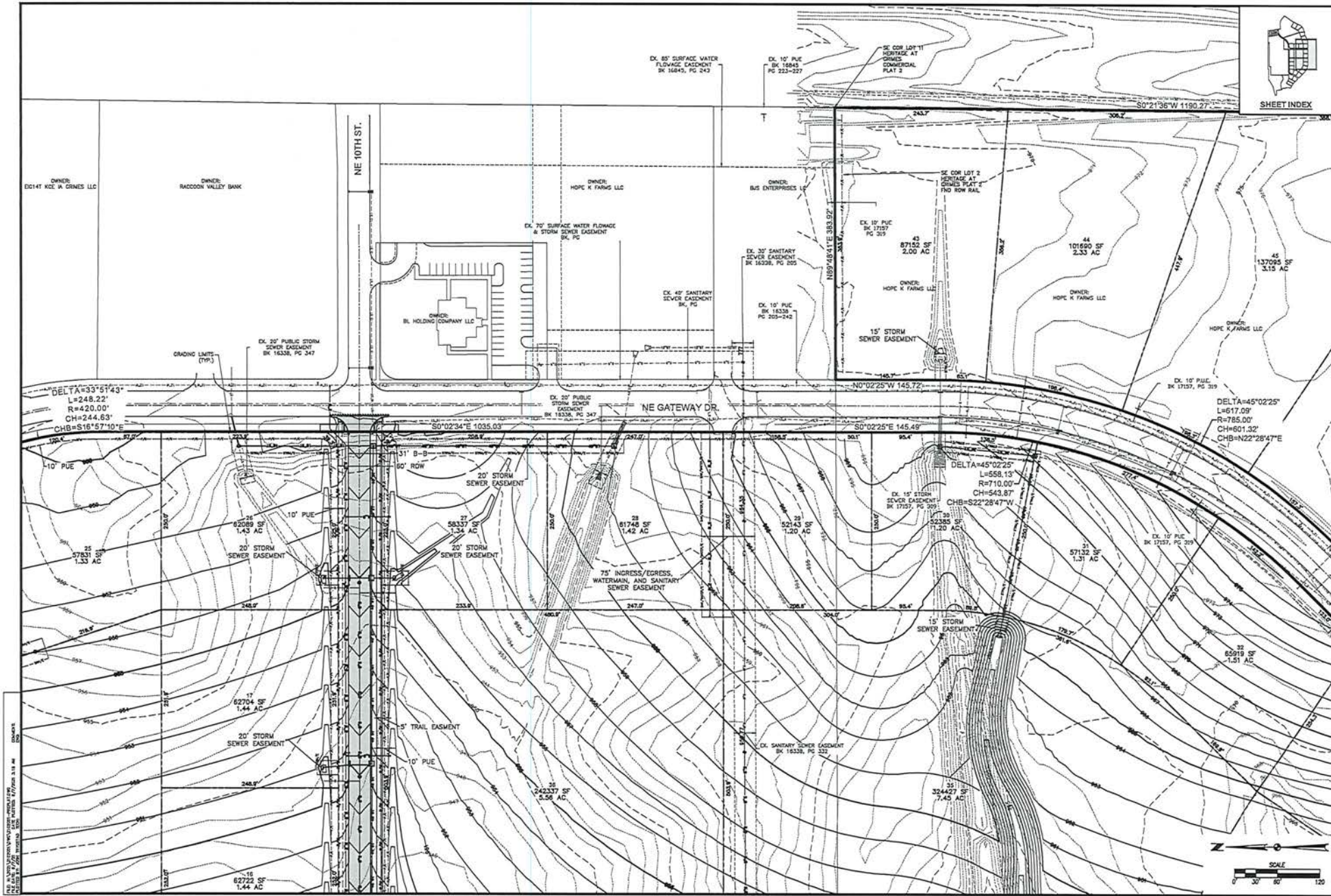
REVISIONS	
DATE	DESCRIPTION
05/04/2021	PRELIMINARY PLAT SUBMITTAL 3
05/04/2021	PRELIMINARY PLAT SUBMITTAL 2
05/04/2021	PRELIMINARY PLAT SUBMITTAL 1

3405 S.E. CROSSROADS DRIVE, SUITE G
CRUISE, IOWA 50541
PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH: TDT
ENGINEER: JAT

HOPE COMMERCIAL PLAT 4
PRELIMINARY PLAT

3 13
2102051



DATE: 06/20/2021

REVISIONS:

PRELIMINARY PLAT SUBMITTAL 3: 06/20/2021

PRELIMINARY PLAT SUBMITTAL 2: 06/20/2021

PRELIMINARY PLAT SUBMITTAL 1: 06/20/2021

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

TECH: TDT

ENGINEER: JAT

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

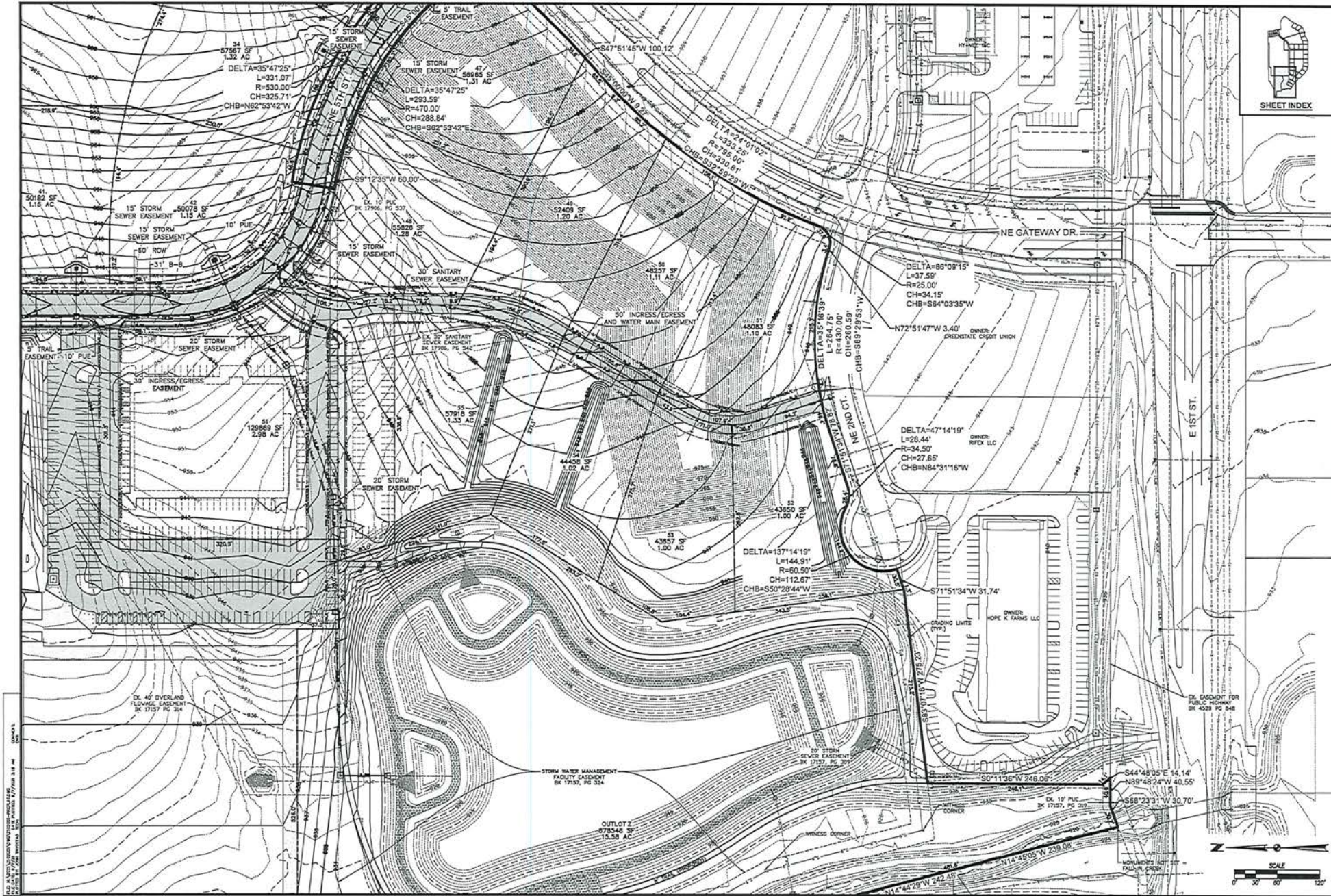
HOPE COMMERCIAL PLAT 4

PRELIMINARY PLAT

5

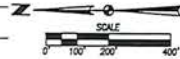
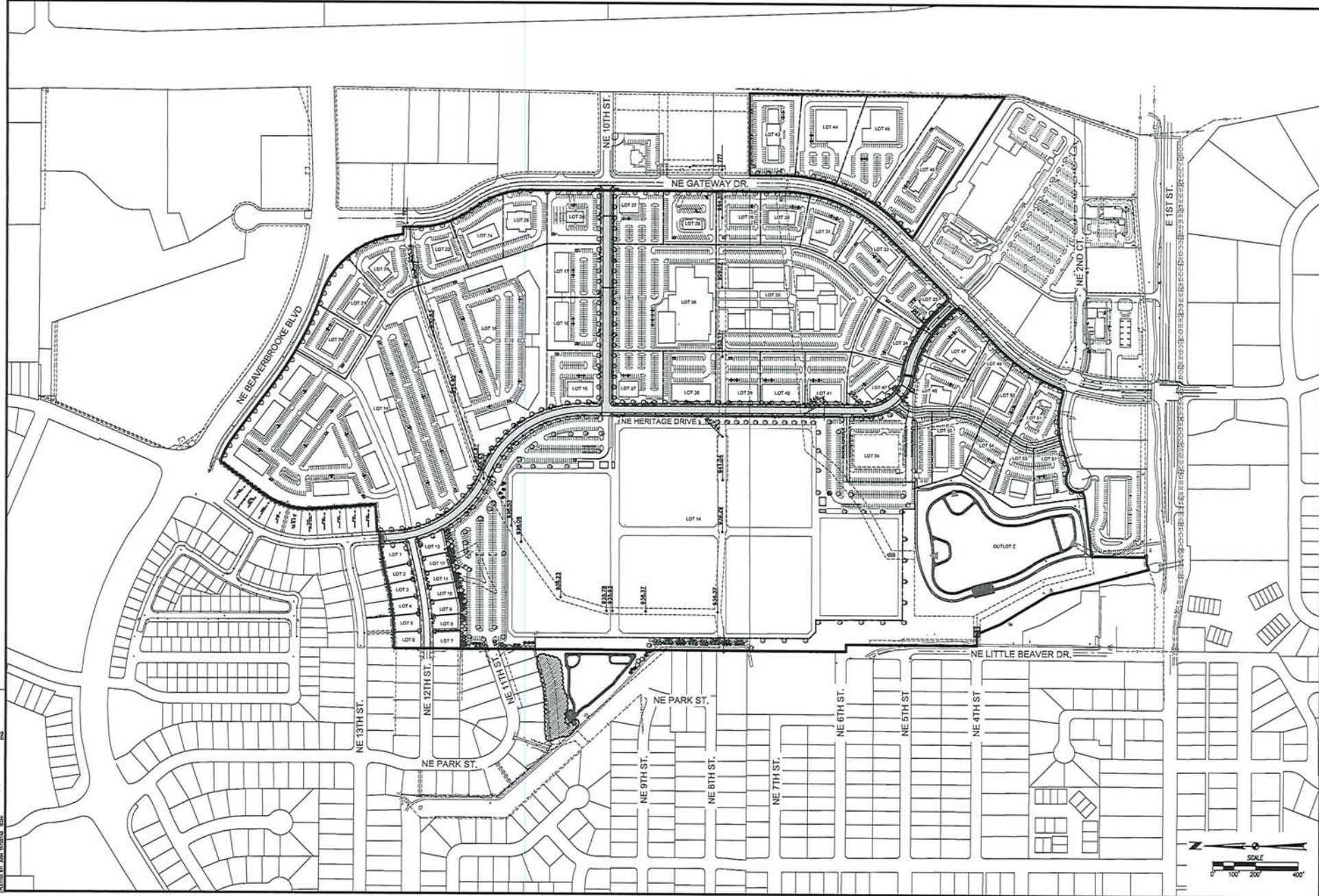
13

2102051



HOPE COMMERCIAL PLAT 4 PRELIMINARY PLAT	DATE	05/24/2023
	REVISIONS	PRELIMINARY PLAT SUBMITTAL 3
		PRELIMINARY PLAT SUBMITTAL 2
		PRELIMINARY PLAT SUBMITTAL 1
9/13 2102051	TECH: TDT	ENGINEER: JAT
	3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4410	

11/12/13 PLANNING AND DESIGN SERVICES, INC. 3100 13th St. NE, Suite 100, Grand Rapids, MN 55743



HOPE COMMERCIAL PLAT 4
PRELIMINARY PLAT



GRIMES, IOWA

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

TECH: TDT

REVISIONS	DATE
PRELIMINARY PLAT SUBMITTAL 3	06/05/2013
PRELIMINARY PLAT SUBMITTAL 2	05/01/2013
PRELIMINARY PLAT SUBMITTAL 1	02/22/2013

RESOLUTION TO RETAIN A CONSTRUCTION MANAGER FOR BUILDING OF NEW
LIBRARY

Grimes Resolution No. 07-1121

WHEREAS, the City of Grimes is in the process of constructing a new library for the citizens of Grimes and a construction manager is an essential requirement for the building process; and,

WHEREAS, the Grimes Public Library Board has interviewed possible construction managers and recommended that Estes Construction be retained by contract to be the construction manager for the library building project; and,

WHEREAS, the attached Construction Manager Contract has been proposed as the agreement defining the services to be supplied by and compensation to be paid to Estes Construction as construction manager;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the attached Construction Manager Contract with Estes Construction on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 13th day of July, 2019, and approved this ___13th day of July, 2019.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



Grimes Public Library, 200 N James St, Grimes, Iowa 50111
515.986.3551 Fax 515.986.9553

AGENDA MEMO

Item No. X
For Meeting of 07/13/21

AGENDA HEADING:

Agreement for Professional Services with Estes Construction.

SYNOPSIS:

The Library Project Team put out an RFP for a construction manager at risk for the new Grimes Public Library building project. Out of the seven RFPs received, the team interviewed four construction firms for construction manager at risk. Out of the interviews, Estes had a significant amount of CMA experience along with recent library experience: Roy R. Estes Memorial Library; and Wilton Library and Community Center. Their pricing was reasonable and lower than the other top contender.

FISCAL IMPACT:

Estes Construction will receive a fixed fee of \$214,000 and administrative requirements fixed amount of \$290,266.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

On July 07, 2021 the Library Board of Trustees voted unanimously to approve and forward to the City Council a recommendation for approval of the CMA contract with Estes Construction.

STAFF/COMMITTEE RECOMMENDATION:

Staff, Grimes Public Library Board of Trustees, and Library Project Committee recommend approval.



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

AGENDA MEMO

For Meeting of July 13, 2021

AGENDA HEADING: Resolution of Necessity – Grimes Emergency Water Main

SYNOPSIS: As you are all aware, the City of Grimes has been experiencing a significant demand upon the water system. In addition to the increased demand, the ASR Well has failed, resulting in the potential loss of 60 million gallons of water, and no ability to meet the demand of the City.

As such, staff has been working with McClure Engineering to develop a solution and repair to the ASR Well. In order to not further delay the repair with required notices and public hearings, City Staff obtained an opinion from our legal counsel, and are suggesting that an emergency situation be declared pursuant to Iowa Code Section 384.103(2)(b).

Iowa Code Section 384.103(2)(b) allows Cities to move forward with emergency repairs provided the City finds necessity to institute emergency conditions and that a competent and licensed, professional engineer certify that the emergency repairs are necessary.

Due to the timing of this failure during the warm summer months, the Engineer has certified that the repairs are necessary to meet the demand of the City.

FISCAL IMPACT:

The project will be completed in two Phases. McClure Engineering has indicated that the probable opinion of costs for both phases will be approximately \$500,000.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

CERTIFICATE FOR EMERGENCY CONSTRUCTION

Water Main Improvements (ASR to Standpipe)

Grimes, Iowa

July 13, 2021

This is to certify that emergency construction improvements are necessary to provide potable water to meet water demands for the City of Grimes. The emergency construction improvements project named herein as "Water Main Improvements (ASR to Standpipe)" includes water main construction along S. 2nd Street and alley from the ASR building to the Standpipe at S. James Street and E. 1st Street. The project consists of water main, PCC sidewalk, PCC driveway, roadway full-depth patching, connection to the Standpipe, and other associated work.

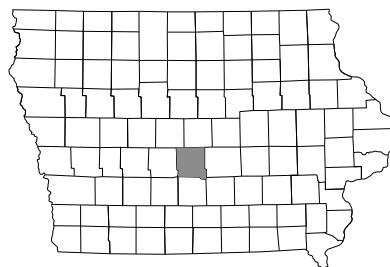
The construction improvements include construction of approximately 1,200 LF of 8-inch water main (including trenched and trenchless), 185 SY of PCC full-depth patch, 34 SY of PCC sidewalk replacement, water main valves and hydrant, connection from hydrant to Standpipe via overflow drainpipe, traffic control, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

Respectfully submitted,

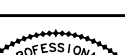
A handwritten signature in blue ink, appearing to read "Scott Port".

Scott E. Port, P.E.
Project Manager
McClure Engineering Company
Iowa License Number 20264

PROJ. #: 210876-000

[illegible]

INDEX OF SHEETS	
NO.	DESCRIPTION
A.1	TITLE SHEET
C.1	ESTIMATED BID QUANTITIES AND GENERAL NOTES
C.2	ESTIMATE REFERENCE INFORMATION
C.3	GENERAL NOTES
G.1	REFERENCE TIES AND BENCHMARKS
J.1	TRAFFIC CONTROL AND STAGING PLAN
MWM.1-MWM.3	WATER MAIN PLAN AND PROFILE
U.1	SPECIAL CONNECTION DETAIL

DESIGN ENGINEER	
	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 _____ <u>Scott Port</u> <u>7/2/2021</u> _____ Signature Date SCOTT E. PORT, P.E. Printed or Typed Name My license renewal date is December 31, 2022
Pages or sheets covered by this seal: <u>ALL SHEETS</u>	

\$FILEL\$

ENGINEER **DRAWN BY**

ATS **ATS** City of Grimes

CHECKED BY **FIELD BOOK NO.** MEC JOB #: 210876-000

SFP **-FIEL DROOK-** June 2021

REVISIONS



making **lives** better.

2021
Water Main Improvements
(ASR to Standpipe)
City of Grimes

TITLE SHEET

210876-000

HEET NO.

A.1

ESTIMATED PROJECT QUANTITIES
(1 DIVISION PROJECT)

Item No.	Item Code	Item	Unit	Total	As Built Qty.
1	3010-F	Trench Compaction Testing	LS	1	
2	5010-A-1	Water Main, Trenched, C900 PVC, 8 in. (Place Only)	LF	40	
3	5010-A-1	Water Main, Trenched, DIP, 8 in.	LF	30	
4	5010-A-2	Water Main, Trenchless, C900 PVC, 8 in. (Place Only)	LF	261	
5	5010-A-2	Water Main, Trenchless, DIP, 8 in.	LF	864	
6	5010-C-1	Fitting, Reducer, 8"x6"	EA	1	
7	5010-C-1	Fitting, Tee, 8"x8"	EA	2	
8	5010-C-1	Fitting, 45 deg. Bend, 8"	EA	3	
9	5010-C-1	Fitting, 90 deg. Bend, 8"	EA	1	
10	5010-C-1	Fitting, Cap, 8"	EA	1	
11	5010-999-A	Water Main Removal	LF	3	
12	5020-A	Valve, Gate, 8" (Place Only)	EA	2	
13	5020-B	Tapping Valve Assembly, 8"	EA	1	
14	5020-C	Fire Hydrant Assembly (Place Only)	EA	1	
15	7030-A	Removal of Sidewalk and Driveway	SY	63	
16	7030-E	Sidewalk, PCC, 5"	SY	33.8	
17	7030-H-1	Driveway Paved, PCC, 6"	SY	20.2	
18	7040-A	Full Depth Patches, PCC	SY	184.7	
19	8030-A	Temporary Traffic Control	LS	1	
20	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Hydromulching (BFM) Type 1	AC	0.5	
21	9040-F	Wattle, Straw, 9 in.	LF	200	
22	9040-F	Wattle Removal	LF	200	
23	11020-A	Mobilization	LS	1	
24	11050-A	Concrete Washout	LS	1	
25	11999-A	Pothole Investigation	EA	15	
26	11999-B	Railroad Liability Insurance (Iowa Interstate Railroad)	LS	1	
27	11999-C	Connection to Standpipe via Overflow Drain Pipe	LS	1	

PROCURED MATERIALS BY CITY

Product Code	Description	Qty Ordered	Qty Shipped
020818CLRJIB	8 C900 DR18 CERTALOK PIPE IB	1200	1200
29080SP	8" CERTALOK SPLINE	60	60
60WB6772B1R	6'0" WB67 DDP HYD RED	3	3
5106MMRSL	6 MJ RW GATE VLV OL	3	3
59V664SI	664-S VALVE BOX WITH LID IMP	3	3
21I06AS24	6X24 MJ ANCH CPLG C153 IMP	3	3
21AMG106	6 MJ REGULAR GASKET F/DI	9	9
21AMB10740CTB	3/4X4 T-HEAD B&N COR BLUE	78	78
29APLG	LUBE 1 GAL F/WTR/SWR PIPE	1	1
21I08T060S	8X6 MJ ANCH TEE C153 IMP	2	2
21AMG108	8 MJ REGULAR GASKET F/DI	4	4
21AMF8082008PV	8 EBAA MEGALUG C900&IPS 2008PV RED	4	4

\$DATE\$

ENGINEER
ATS

DRAWN BY
ATS
City of Grimes

CHECKED BY
SEP
FIELD BOOK NO.
-FIELDBOOK-
MEC JOB #: 210876-000
June 2021

REVISIONS
.
.
.
.



1360 NW 121st Street, Suite A
Olive, IA 50325
main 515-964-1229
fax 515-964-2370

2021
Water Main Improvements
(ASR to Standpipe)
City of Grimes

ESTIMATED PROJECT QUANTITIES

210876-000

SHEET NO.
C.1

\$FILEL\$

\$DATE\$

ESTIMATE REFERENCE INFORMATION		
Item No.	Bid Code	Description
1	3010-F	Trench Compaction Testing Trench compaction testing shall be performed by an independent testing laboratory approved by the Engineer. This item is for the compaction testing for the installation of water main. Coordinate testing results with engineer.
2	5010-A-1	Water Main, Trenched, C900 PVC, 8 in. (Place Only)
3	5010-A-1	Water Main, Trenched, DIP, 8 in.
4	5010-A-2	Water Main, Trenchless, C900 PVC, 8 in. (Place Only)
5	5010-A-2	Water Main, Trenchless, DIP, 8 in. Refer to MWM sheets for locations and additional information. Contractor shall coordinate time period for the water main disconnection with the City of Grimes. Testing and disinfecting the system shall be completed prior to water main activation. Class P-1 embedment is required for all trenched water main pipe per SUDAS Figure 3010.104. Embedment shall be manufactured sand material. Trench Compaction Testing is required for trenched water main items and will be paid separately. Refer to SUDAS Figure 5010.101 for thrust block details and SUDAS Figure 5010.102 for tracer wire details. Connections to existing water main, pipe bedding material, polyethylene encasement, thrust blocks, restrained joints, and tracer wire system are considered incidental. DIP water main shall be installed with nitrile gaskets and wrapped with polyethylene encasement. City has procured PVC pipe for this project.
6	5010-C-1	Fitting, Reducer, 8"x6"
7	5010-C-1	Fitting, Tee, 8"x8"
8	5010-C-1	Fitting, 45 deg. Bend, 8"
9	5010-C-1	Fitting, 90 deg. Bend, 8"
10	5010-C-1	Fitting, Cap, 8" All fittings shall be ductile iron and wrapped in polyethylene encasement. Mega-Lugs or approved equal are required on all fittings. Polyethylene wrap, mega-lugs, and thrust blocks shall be considered incidental to this item. Refer to MWM sheets for locations.
11	5010-999-A	Water Main Removal Refer to MWM for water main removal location. This item shall be measured and paid at the unit price per lineal foot of water main removed. Unit price includes all excavation, disposal of materials, backfill, compaction, labor, and associated work to remove the existing water main.
12	5020-A	Valve, Gate, 8" (Place Only) Valves shall be ductile iron with resilient wedge and mechanical joint connection. Mega-Lugs or approved equal are required on all fittings. Polyethylene wrap, mega-lugs, and thrust blocks shall be considered incidental to this item. Refer to MWM sheets for locations. Contractor shall install valves procured by the City, if available. This item only includes the installation of City procured valve.
13	5020-B	Tapping Valve Assembly, 8" Valves shall be ductile iron with resilient wedge and mechanical joint connection. Mega-Lugs or approved equal are required on all fittings. Polyethylene wrap, mega-lugs, and thrust blocks shall be considered incidental to this item. Refer to MWM sheets for locations. Tapping Valve installation required for connection at ASR site.
14	5020-C	Fire Hydrant Assembly (Place Only) Refer to MWM sheets for locations. Hydrants are required to be installed and adjusted to the lines and grades as depicted on the plans and SUDAS Figure 5020.201. Contractor shall install hydrant procured by the City, if available. This item only includes the installation of City procured hydrant.
15	7030-A	Removal of Sidewalk and Driveway Refer to MWM sheets of locations. Full-depth saw cutting at removal limits is incidental to this item. Item includes removing, transporting, disposing of removed pavement from the project site, and associated work. No additional payment will be made for variances in pavement depth.
16	7030-E	Sidewalk, PCC, 5" No sand subbase shall be allowed for sidewalks. Minor grading and/or rock base to reach finish subgrade is incidental to this item. Contractor to provide grading necessary to provide positive drainage for sidewalk installed in existing urban section as detailed by Engineer and shall be incidental to this item. Protection of concrete and alterations to ready-mix due to weather conditions shall be considered incidental to this bid item.
17	7030-H-1	Driveway Paved, PCC, 6" Item includes driveway and sidewalk through the driveway. Refer to SUDAS Figure 7030.101 for additional information. Driveways shall be "Type A with Flares". Protection of concrete and alterations to ready-mix due to weather conditions shall be considered incidental to this bid item.
18	7040-A	Full Depth Patches, PCC Patches shall be PCC and shall match the existing depth or be a minimum of 7", whichever is thicker. All patches shall be replaced at existing elevation and location. Refer to MWM sheets for patch locations. If patch location and size is required to be altered, Contractor shall coordinate with the engineer.
19	8030-A	Temporary Traffic Control The item shall be measured and paid in accordance with SUDAS Section 8030 for temporary control of traffic while accessing the construction area. Lump sum price includes furnishing, erecting, operating, maintaining, moving, and removing all traffic control devices as shown on the plans and as directed by the Engineer. Item does not include permanent traffic signs. Item does include flaggers as required to protect workers and the traveling public which shall be incidental to the item. All safety fence is considered incidental to this item. All signs shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as adopted by the Iowa Department of Transportation per 761 of the Iowa Administrative Code (IAC) Chapter 130.
20	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Hydromulching (BFM) Type 1 This bid item includes Type 1 seed mixture on all disturbed areas for permanent seeding. Type 1 seed mixture shall be installed per Section 9010, 2.02.A. Due to compaction of construction equipment on site, the Contractor is required to prepare the seed bed as required to prepare the seed bed as required and outlined in Section 9010, 3.04.C.
		Refer to Section 9010 for application of fertilizer. Reseeding is incidental to this item. No additional payments will be made for reseeded

ESTIMATE REFERENCE INFORMATION		
Item No.	Bid Code	Description
		areas. Contractor shall provide seed tags and fertilizer bags for quantity verification. Measurement for payment will be the contract unit price per acres of area of Type 1 seed mixture as measured in the field. Seeding areas outside of the construction work area limits shall be the responsibility of the Contractor at no additional cost to the City.
21	9040-F	Wattle, Straw, 9 in.
22	9040-F	Wattle Removal Items to be used for site erosion control, the staging and storage area erosion control, and other locations as required or requested by the Engineer. Remove straw wattle when site becomes stabilized and as directed by the Engineer. Erosion control devices that no longer function as intended shall be removed and replaced at the direction of the Engineer.
23	11020-A	Mobilization This item includes, but is not limited to, mobilization of personnel, equipment, and supplies for all items under the contract. This item shall also include notifying the City and Engineer at least 72 hours prior to site work and proper site cleanup following completion of work. Damage caused by the contractor outside of the project limits shall be repaired by the Contractor at no additional cost to the City. Coordination with utility companies, City, McClure Engineering, and property owners is considered incidental to this item. Construction re-staking due to Contractor carelessness or willingness to disturb survey stakes will be charged back to the Contractor with no additional cost to the City. Decorative mailbox and any other landscaping disturbed within the project area shall be protected, salvaged, and reinstalled a the existing location (incidental). Any grading, fill, or waste required for this project shall be incidental to this item. City of Grimes property adjacent to Casey's General Store and Norfolk Southern Railroad property may be used for a storage location. Restoration, seeding, and mulching disturbed areas on this storage area are incidental and shall be completed to the satisfaction of the City. Measurement and payment for Mobilization will be made as per Section 11.020, 1.08.A.
24	11050-A	Concrete Washout Contractor shall provide an area for concrete washout and shall coordinate location with the Engineer.
25	11999-A	Pothole Investigation Contractor shall pothole utility crossing locations to accurately determine depth of utilities. The holes shall be backfilled, topped with 6" of topsoil, and shall be restored to it's original state after completion of pothole investigation. This work shall be considered incidental to this item. Measurement and payment is based on each pothole location.
26	11999-B	Railroad Liability Insurance (Iowa Interstate Railroad) Special care shall be taken around the railroad property. No bore hole, pits, or other disturbances shall occur on railroad right-of-way.
27	11999-C	Connection to Standpipe via Overflow Drain Pipe Item is for the connection from hydrant to inside the standpipe. Refer to U sheets for details. The connection shall be completed via a 6" HDPE (AWWA C906), 6" Firehose (NFS 61), or other Engineer approved material fed through the 12" steel overflow pipe attached to the standpipe. Sections of the overflow pipe may be removed to navigate the flexible pipe from the top of the standpipe to the hydrant. If necessary, holes may be cut at the top and bottom for insertion of the HDPE pipe or firehose. Contractor to submit method to Engineer for approval prior to implementation.

ENGINEER ATS	DRAWN BY ATS	City of Grimes	REVISIONS	 making lives better.	1360 NW 121st Street, Suite A Clive, IA 50325 main 515-964-1229 fax 515-964-2370	2021 Water Main Improvements (ASR to Standpipe) City of Grimes	ESTIMATE REFERENCE INFORMATION	210876-000	SHEET NO. C.2
CHECKED BY SEP	FIELD BOOK NO. -FIELDBOOK-	MEC JOB #: 210876-000 June 2021							

\$FILEL\$

WATER MAIN ALIGNMENT INFORMATION

Point WM1 N 615,074 E 1,559,914 Sta 0+00.00

Course from WM1 to WM3 S 0^ 18' 06" W Dist 35

Point WM3 N 615,039 E 1,559,913 Sta 0+35.48

Course from WM3 to WM5 S 44^ 41' 54" E Dist 117

Point WM5 N 614,955 E 1,559,996 Sta 1+52.95

Course from WM5 to WM7 S 89^ 41' 54" E Dist 746

Point WM7 N 614,951 E 1,560,742 Sta 8+99.40

Course from WM7 to WM9 N 0^ 06' 20" E Dist 261

Point WM9 N 615,212 E 1,560,743 Sta 11+60.47

Course from WM9 to WM10 N 44^ 53' 40" W Dist 40

Point WM10 N 615,241 E 1,560,715 Sta 12+00.49

HORIZONTAL CONTROL - IOWA STATE PLANE SOUTH

POINT NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP101	614955.312	1560881.817	962.093	
CP102	614915.426	1560721.301	963.758	
CP103	614949.338	1560441.976	963.408	
CP104	615257.150	1560488.414	960.656	
CP105	615125.848	1559996.198	964.858	

BENCHMARKS - DATUM NAD 1986/NAVD 88

POINT NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM1	615087.219	1559997.830	966.833	

\$DATE\$

ENGINEER
ATS

CHECKED BY
SEP

DRAWN BY
ATS

FIELD BOOK NO.
-FIELDBOOK-

City of Grimes

MEC JOB #: 210876-000

June 2021

REVISIONS



making lives better.

1360 NW 121st Street, Suite A
Olive, IA 50325
main 515-964-1229
fax 515-964-2370

2021
Water Main Improvements
(ASR to Standpipe)
City of Grimes

HORIZONTAL CONTROL SHEET

210876-000

SHEET NO.
G.1

\$FILEL\$

TRAFFIC CONTROL PLAN

All traffic control devices shall be furnished, erected, maintained and removed by the Contractor.

The Contractor shall erect all warning signs on steel or wooden posts. Portable mountings for warning signs may be used for temporary installations of less than three (3) days.

The location for storage of materials and equipment during working and nonworking hours shall be as approved by the Engineer and the Contractor shall provide written agreement with the property owner, if applicable.

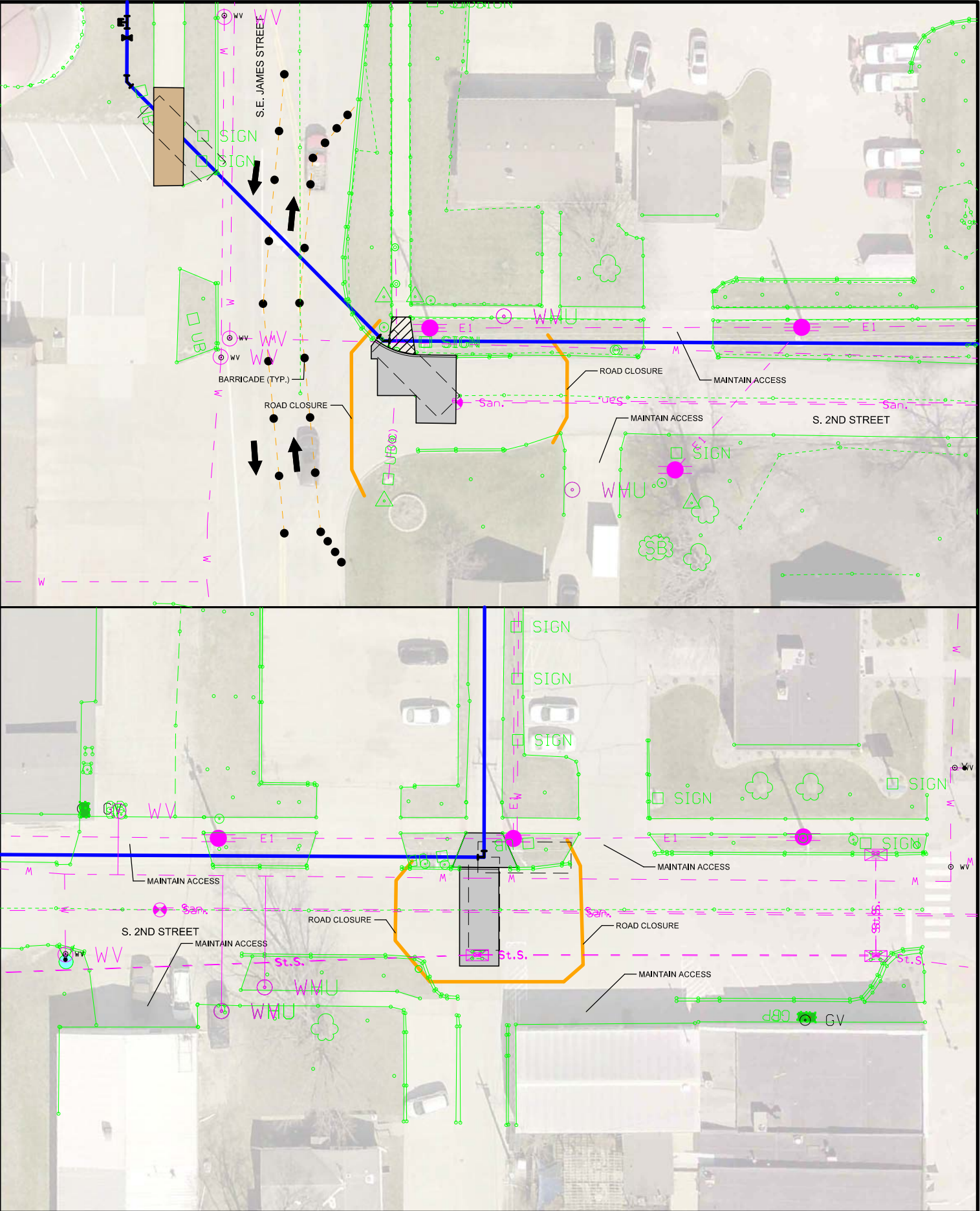
The bid item "Traffic Control" shall include the cost of all traffic control measures by the Contractor except for those which are separate bid items or are incidental to other bid items.

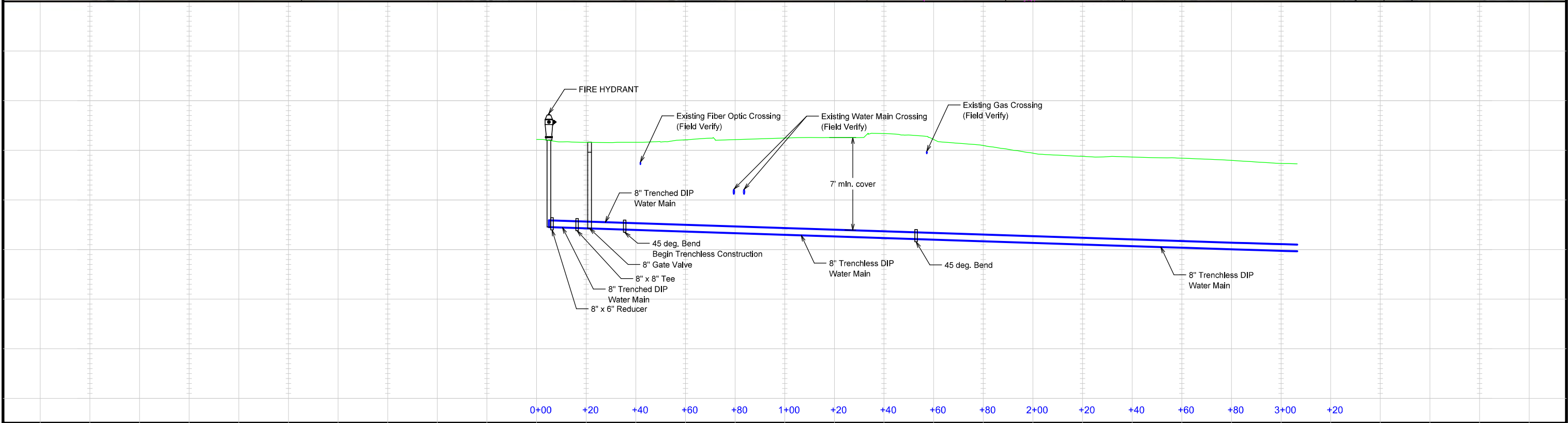
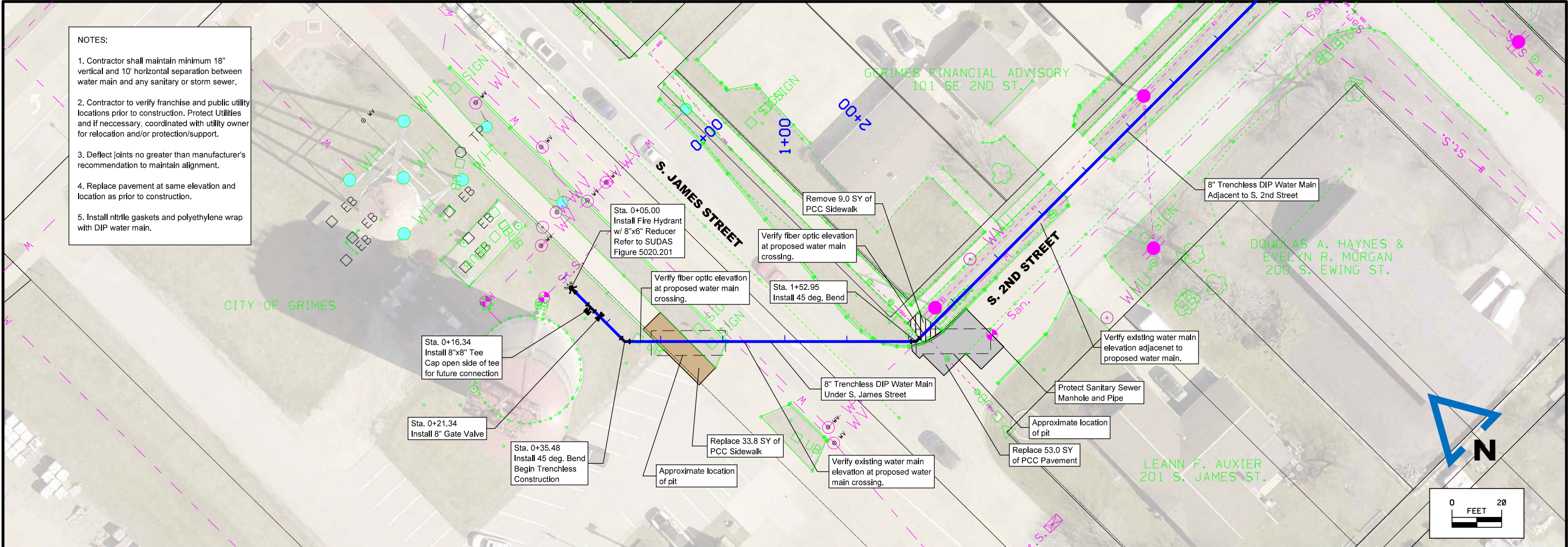
The Contractor shall maintain access to all property owners at all times.

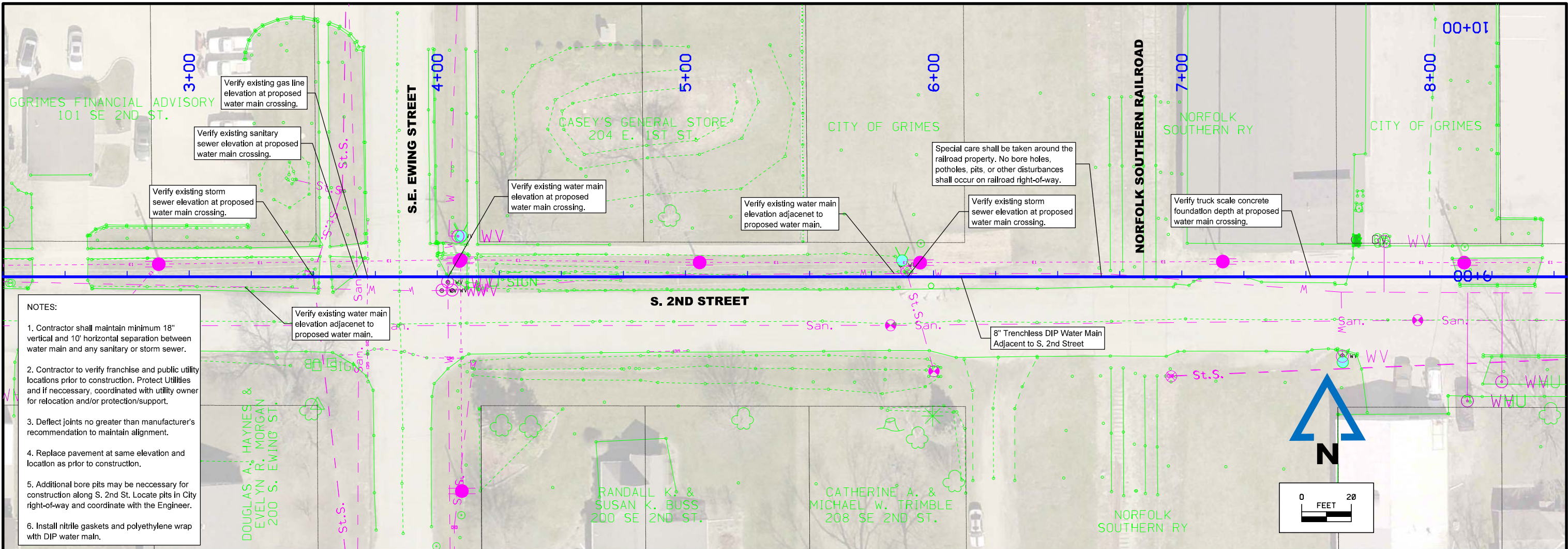
All signage shall follow requirements as described in the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the Iowa DOT per 761 of the Iowa Administrative Code (IAC), Chapter 130.

STAGING NOTES

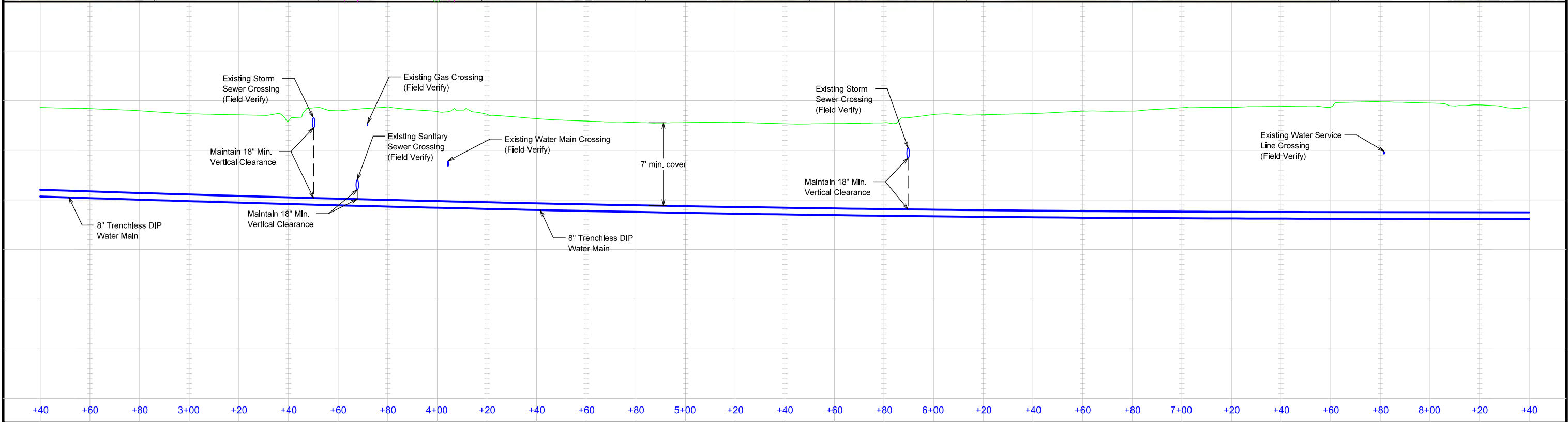
- General:
- 1. Access to properties shall be maintained at all times.
 - 2. Contractor shall submit a written alternate plan to the Engineer if desired to deviate from original plan.
- Stage 1: Water main installation between ASR building and Standpipe
[14 Calendar Days to Complete]
- Install all temporary traffic control to close S. 2nd Street at the pit location adjacent to James Street and pit location at the alley.
 - Refer to Figure 8030.116 for road closure.
 - Refer to Figure 8030.108 for lane closure near James Street. Both lanes of traffic on James must be maintained.
- Stage 2: Pavement rehabilitation and surface restoration
[14 Calendar Days to Complete]
- Install all temporary traffic control to allow for pavement replacement and surface restoration.
 - Refer to Figure 8030.102 for minor encroachments to traveled ways.
 - Refer to Figure 8030.116 for road closure.

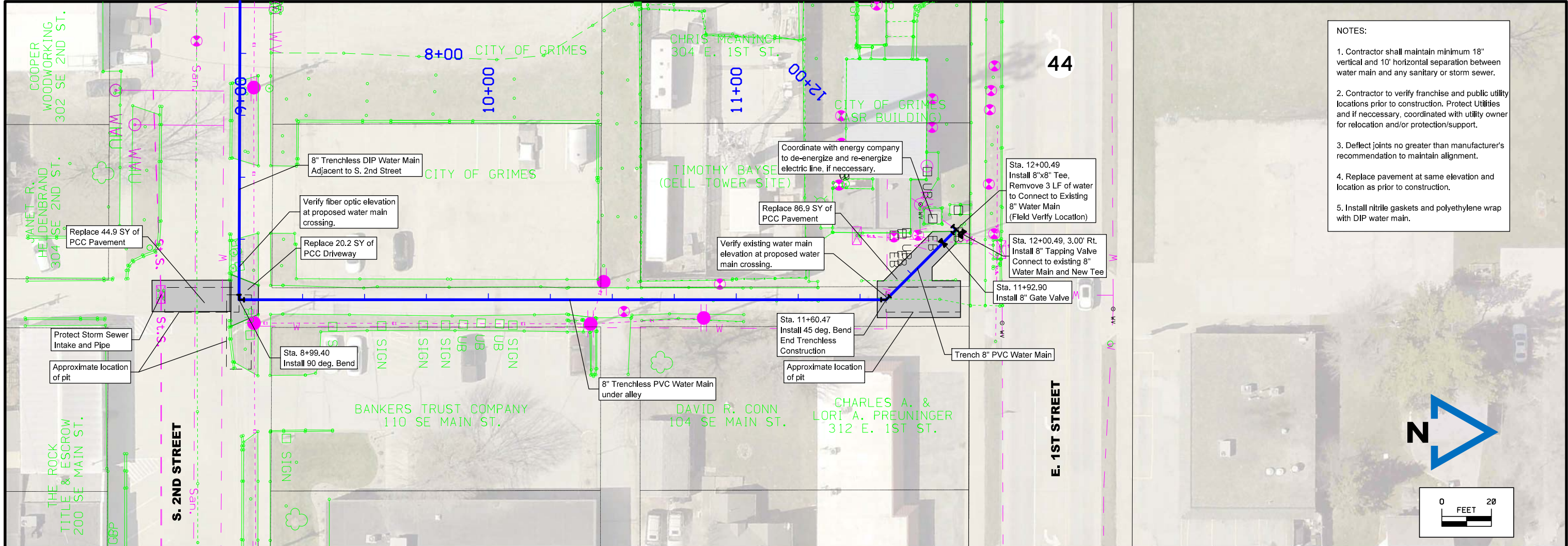




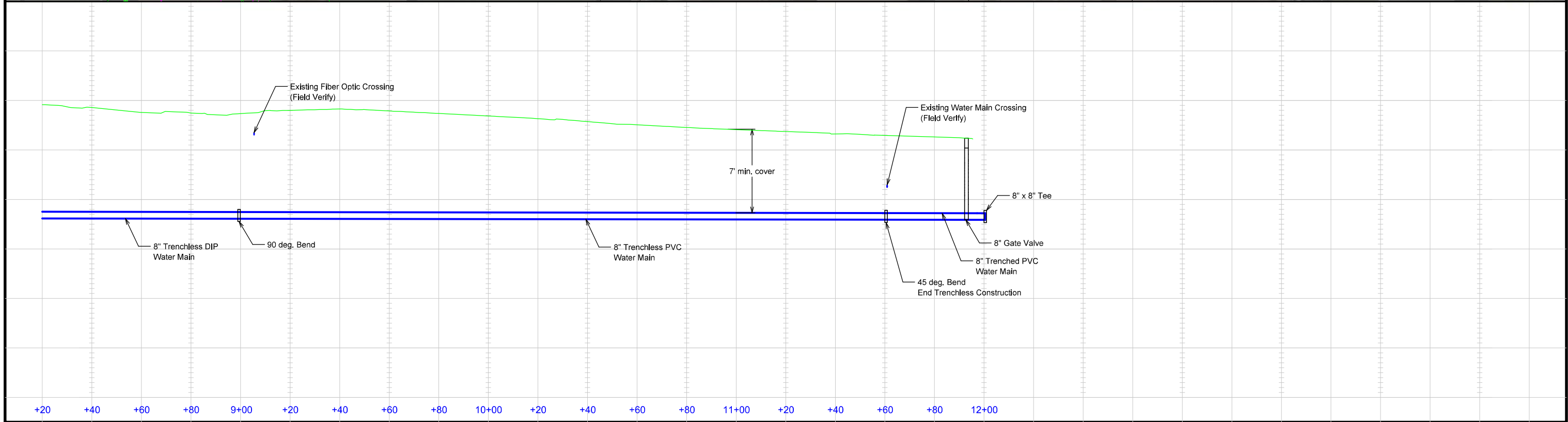


- NOTES:
1. Contractor shall maintain minimum 18" vertical and 10' horizontal separation between water main and any sanitary or storm sewer.
 2. Contractor to verify franchise and public utility locations prior to construction. Protect Utilities and if necessary, coordinated with utility owner for relocation and/or protection/support.
 3. Deflect joints no greater than manufacturer's recommendation to maintain alignment.
 4. Replace pavement at same elevation and location as prior to construction.
 5. Additional bore pits may be necessary for construction along S. 2nd St. Locate pits in City right-of-way and coordinate with the Engineer.
 6. Install nitrile gaskets and polyethylene wrap with DIP water main.





- NOTES:
1. Contractor shall maintain minimum 18" vertical and 10' horizontal separation between water main and any sanitary or storm sewer.
 2. Contractor to verify franchise and public utility locations prior to construction. Protect Utilities and if necessary, coordinated with utility owner for relocation and/or protection/support.
 3. Deflect joints no greater than manufacturer's recommendation to maintain alignment.
 4. Replace pavement at same elevation and location as prior to construction.
 5. Install nitrile gaskets and polyethylene wrap with DIP water main.



PROFILE VIEW OF STANPIPE



General Notes:

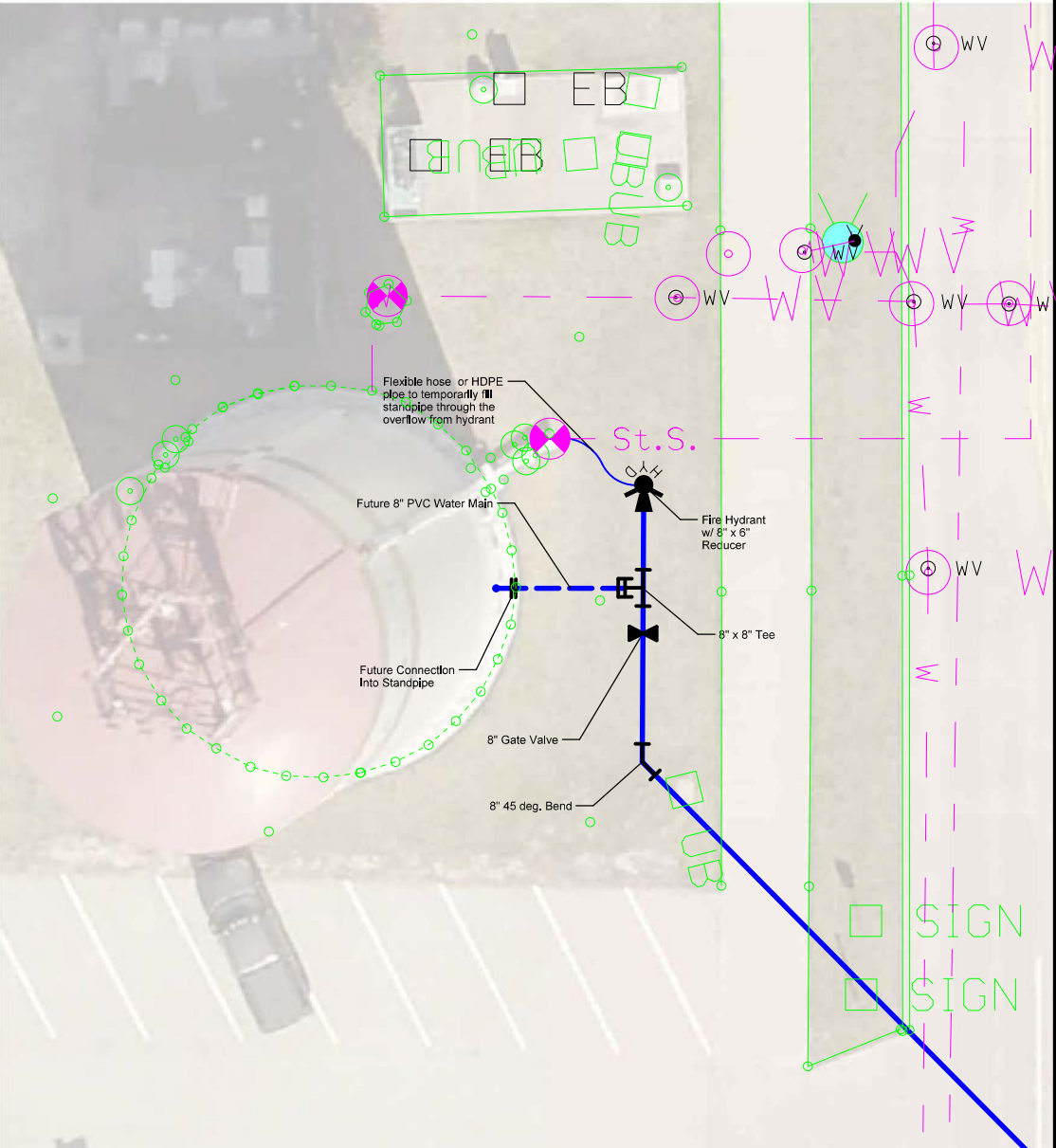
Contractor shall submit plan to the City and Engineer prior to feeding temporary connection to standpipe.

Contractor shall install flexible pipe so that no water will be contaminated by the inside of the 12" steel overflow pipe. Six inch diameter C906 HDPE pipe, six inch diameter NFS 61 rated fire hose, or Engineer approved equal shall be used.

The approximate height of the overflow pipe is 120 feet from ground level to top flowline elevation. Contractor shall account for additional pipe needed to feed through the top and bottom sections of the overflow.



CONNECTION POINT AT GROUND LEVEL



\$DATE\$

ENGINEER
ATS
CHECKED BY
SEP
DRAWN BY
ATS
FIELD BOOK NO.
-FIELDBOOK-
City of Grimes
MEC JOB #: 210876-000
June 2021

REVISIONS
.
.
.
.



making lives better.

1360 NW 121st Street, Suite A
Clive, IA 50325
main 515-964-1229
fax 515-964-2370

2021
Water Main Improvements
(ASR to Standpipe)
City of Grimes

SPECIAL CONNECTION DETAIL

210876-000

SHEET NO.
U.1

\$FILE\$

Resolution 07-1921 of Necessity

Grimes Emergency Water Main

WHEREAS, the City of Grimes, Iowa, has recently experienced a water emergency, where a significant component of the Grimes Water System has failed, thus creating a water shortage for the residents and business owners of Grimes (the “Project”); and

WHEREAS, delay of repair due to advertising and public letting requirements outlined in Iowa Code Chapter 26, may cause serious loss or injury to the City;

WHEREAS, pursuant to Iowa Code Section 384.103(2)(a), the City of Grimes is declaring an emergency condition, and instituting emergency proceedings.

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

1. The Mayor and City Council of the City of Grimes declares an emergency condition due to the shortage water.
2. The Mayor and City Council of the City of Grimes accepts the Certificate of Emergency from McClure Engineering, attached as Exhibit A.
3. The Mayor and City Council of the City of Grimes directs the City Engineer to enter into any necessary contracts to preform the repairs, and authorize the repairs.

Passed and approved the 13th day of July, 2021

Scott Mikkelsen – Mayor

Attest:

Rochelle Williams - City Clerk