

1. Agenda

Documents:

[092821 CC AGENDA2.PDF](#)

2. Meeting Materials

Documents:

[092821 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 September 28, 2021 In Person/Zoom at Grimes Community Center, 410 SE Main Street

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

Join Zoom Meeting

<https://us06web.zoom.us/j/3787305851?pwd=Y2xpSUU2T3IxUUpkSmFtRVlmTjIyUT09>

Meeting ID: 378 730 5851

Passcode: 1234

One tap mobile

+13126266799,,3787305851# US (Chicago)

+16465588656,,3787305851# US (New York)

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.

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 SEPTEMBER 28, 2021 AT 5:30 PM AT GRIMES COMMUNITY COMPLEX

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. Request for Street Closure for Block Party on October 3, 2021
 - C. Resolution 09-1521 Approving Quotes and Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy
 - D. Alcohol Licenses:
 1. Kwik Star #1055 Renewal of Class C Beer Permit with Sunday Sales
 2. Casey's # 3507 Renewal of Class E Liquor License
 3. New Alcohol License Destination Grille Class C Liquor License, Outdoor and Sunday Service
 - E. Resolution 09-1621 Approving Personnel Transactions
 - F. Resolution 09-1721 Approving Consent and Agreement for Improvements Lot 9 of Heritage at Grimes Plant 5 (1205 NE 21st Street)
 - G. Resolution 09-1821 Approving Consent and Agreement for Improvements Lot 67 of Brentwood Estates (2912 NE Cherry Court)
 - H. Resolution 09-1921 Approving Consent and Agreement for Improvements Lot 4 of Autumn Park West Plat 1 (1801 NW 8th Street)
 - I. Resolution 09-2121 Setting a Public Hearing and First Reading on Proposed Rezoning of Property Generally Located South of SE 37th Street and East of South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District for Grimes Industrial for October 26, 2021 at 5:30 pm
 - J. Resolution 09-2221 Setting a Public Hearing and First Reading on Proposed Rezoning of Property Generally Located North of NW 27th Street and East of NW County Line Road from A-1 Agricultural District to R-1 Single Family Dwelling District and R-2 Single- and Two-Family Dwelling District for Willow Hills North for October 26, 2021 at 5:30 pm
 - K. Engineering Services Amendment #1 Foth Infrastructure and Environment, LLC for the Corridor Study
 - L. Engineering Services Amendment #2 Nilles Associate, Inc for Silkwood Drainage Study
 - M. Professional Services Pay Requests:
 1. Pay Request #10 Bolton & Menk, Inc for the Highway 44 Corridor Study \$8,272.00
 2. Pay Request #20 Bolton & Menk, Inc for Highway 44 and SW County Line Road Intersection Improvements \$24,038.50
 3. Pay Request #11 HR Green, Inc for Pavement Management Study \$1,635.00
 4. Pay Request #4 Irrigation Iowa LLC for South Sports Complex Irrigation Project \$34,052.00
 5. Pay Request #21 McClure Engineering Company for New 1.5 MG Elevated Storage Tower Construction Phase \$714.31
 6. Pay Request #22 McClure Engineering Company for Reverse Osmosis Water Treatment Plant Phase 1 \$20,500.89
 7. Pay Request #4 MSA Professional Services, Inc for North Sports Complex Parking Lot Improvements \$7,985.00
 8. Pay Request #5 MSA Professional Services, Inc for SE Jacob Street and SE Trail Ridge Road Water Main Design and Bidding Services \$5,430.00
 9. Pay Request #6 Foth Infrastructure & Environment, LLC for James Street Corridor Study 27th Street to 37th Street \$2,927.50

10. Pay Request #2 Foth Infrastructure & Environment, LLC for 2021 Sanitary Sewer Collection System Study \$19,600.50
 11. Pay Request #1 Bolton & Menk, Inc for 2021 Asphalt Overlay Project \$3,572.50
 12. Whitfield & Eddy Law - \$10,305.00
- N. Pay Requests:
1. Pay Request #1 Halbrook Excavating, Inc. for Kennybrook South Basin Improvements \$319,285.50
- O. Resolution 09-2321 Professional Services Agreement – IP Pathways Service Migration
- P. Offer to Purchase and Agreement for Silkwood Drainage Project
1. Resolution 09-2421 Jaswick and Laura Dvett – Storm Sewer Easement \$1,500
 2. Resolution 09-2421 Jacob and Wendy Moran – Storm Sewer Easement \$1,500
 3. Resolution 09-2521 Gregory and Lynne Pietsch – Storm Sewer Easement \$1,500
 4. Resolution 09-2621 Marcia Halvorson and Vicki Brink – Storm Sewer Easement \$1,500
 5. Resolution 09-2721 Jeffrey and Stacie Wendland – Storm Sewer Easement \$1,500
- Q. Offer to Purchase and Agreement for WRA Project
1. Resolution 09-2921 Ethan and Neko Kleckner \$5,076.20
 2. Resolution 09-3021 Mark and Kari Lachacz \$1,460.46
 3. Resolution 09-3121 Russell and Michele Lickteig \$7,977.50
 4. Resolution 09-3221 Todd and Jennifer Miller \$17,030.32
 5. Resolution 09-3321 Steve and Jill Shawhan \$23,454.32
 6. Resolution 09-3421 Matthew and Stephanie Zeller \$5,601.98
- R. Filing of Correspondence and Reports
- S. Resolution 09-3521 Approving IT Office Build Out Quote
- T. Resolution 09-3621 Setting Time and Place for Public Hearing on Proposed Rezoning of Property Generally Located West of SE Gateway Drive and North of SE 8th Street From C-2 General and Highway Service Commercial District to R-3 High Density Family Dwelling District for Grimes Crossing for October 12, 2021 at 5:30 pm.
- U. Finance Report for August 2021
- V. Claims Report

PUBLIC FORUM

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

PUBLIC AND COUNCIL AGENDA ITEMS

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

- A. Resolution 09-2021 Approving Interstate Gateway Business Park Plat 2 Final Plat
- B. B-Bops Lighting Amendment
- C. Legacy Park Lot 3 Site Plan
- D. Jiffy Lube Site Plan
- E. Midwest Heritage Bank Site Plan

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, September 14, 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 September 14, 2021 at 5:30 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 Johansen, Second by Altringer, to approve the agenda.

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

CONSENT AGENDA

A. Minutes from previous meeting, B. Request for Street Closure for Block Party on September 24, 2021 C. Resolution 09-0521 Approving A Food Truck Fundraising Event for New Library Parking Lot of Grimes Public Library D. Resolution 09-1421 Agreeing to Settlement of Public Works Condemnation Action and Authorizing Mayor to Sign Settlement Agreement a. Easement Agreement with Exhibits A & B E. Resolution 09-0121 Approving Updated Memorandum of Understanding – Central Iowa Code Consortium F. Resolution 09-0221 Accepting Public Improvements – Hope Commercial Plat 2 G. Resolution 09-0621 Approving Quotes and Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy H. Resolution 09- 0821 Professional Services Agreement Weitz Construction Company for Construction Management of New Library I. Pay Requests: a. Pay Request #21 to Shank Constructors for the Reverse Osmosis Water Treatment Plant \$463,738.80 b. Pay Request #3 to Absolute Concrete for County Line Road Intersection Improvements \$310,792.32 c. Pay Request #2 to Jasper Construction Services, Inc for Brookside Drive Intersection Improvements \$72,562.33 d. Pay Request #5 to On Track Construction, LLC for Northwest Territory Lift Station and Force Main \$373,578.90 J. Professional Services Pay Requests: a. Pay Request #9 Foth Infrastructure & Environment, LLC for the South James Street and SE 6th Street Intersection Improvements \$1,332.00 b. Pay Request # 10 HR Green, Inc for the Pavement Management Study \$5,101.52 c. Pay Request #1 to McClure Engineering Company for the Grimes Water Main Improvements (ASR to Standpipe) \$80,594.01 d. Pay Request #3 MSA Professional Services, Inc for the North Sports Complex Parking Lot Improvements \$19,385.00 e. Pay Request #4 MSA Professional Services, Inc for SE Jacob Street and SE Trail Ridge Road Water Main Design and Bidding Services \$12,510.00 f. Pay Request #1 to Nilles Associates, Inc for the Little Beaver Creek \$3,785.00 g. Pay Request #1 to Nilles Associates, Inc for NE Edgewood Drive Swale Improvements \$3,500.00 h. Pay Request #1 to Nilles Associates, Inc for Silkwood Area Drainage \$25,107.50 i. Pay Request #3 to Nilles Associates, Inc. for Grimes Existing Basins Enhancements \$5,540.00 j. Pay Request #4 to Nilles Associates, Inc for Kennybrook South Detention Basin Improvements \$5,570.00 k. Pay Request #3 to Snyder & Associates, Inc for Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements \$5,576.89 l. Pay Request #16 to Veenstra & Kimm, Inc for Northwest Territory Lift Station and Forced Main Project \$20,680.54 m. Pay Request #33 to Veenstra & Kimm, Inc for WRA Connector \$11,200.40

K. Resolution 09-0921 Approving Personnel Transactions L. Resolution 09-1021 Accepting Deed Grimes Park Property M. Resolution 09-1121 Accepting a Proposal from on Track Construction, LLC in the Amount of \$147,565.00 for the Construction of the Silkwood Area Drainage Improvements Project N. Resolution 09-1221 to Enter into Contract for Professional Services with I&S Group Inc. O. Resolution 09-1321 Amended and Restated Consent and Agreement for Improvements – Lot 63 of Brentwood Estates (2808 NE Cherry Court) P. Filing of Correspondence and Reports Q. Request from Cutty's Des Moines Camping Club to Change to Date of the Fireworks Display from September 28, 2021 to September 25, 2021 at dusk R. Amendment #1 to Professional Services with MSA for the North Sports Complex Parking Lot Improvements not to exceed \$30,930.00 S. Amendment #1 for Professional Services with MSA for the SE Jacob Street Water Main not to exceed \$78,810.00 T. Amendment #3 for Professional Services with McClure Engineering Company for the Reverse Osmosis Water Treatment Plant – Phase 1 \$74,000.00 U. Amendment # 1 for Professional Service with Snyder Engineering Company for Iowa Highway 141 SB and Iowa Highway 44 Traffic Signal and Turn Lane Improvements not to exceed \$20,000.00 V. Claims Report in the amount of \$2,535,773.40
Motion by Altringer, Second by Borcharding, the Consent Agenda shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

PUBLIC FORUM

Terri Golightly, 1810 NE Heritage Drive, addressed the Council stating the property she purchased in April of this year had drainage issues that had not been disclosed at the time of purchase. Golightly reviewed the steps she had taken to address the issue with the builder and had been working with City Staff to mediate the problem. Golightly stated many of the homes in that neighborhood have been reallocated to rental units. Golightly expressed concern about property maintenance and traffic safety in the surrounding housing units effected and wanted the Council to be aware of her concerns. Mayor Mikkelsen thanked her for bringing it to the Council's attention.

PUBLIC AND COUNCIL AGENDA ITEMS

1. Third Reading of Ordinance 752 Deleting and Replacing Grimes Code of Ordinance Section 47.20 to Permit and Regulate Alcoholic Beverage Possession and Consumption on Grimes Public Property

Motion by Altringer, Second by Johansen, to approve the Third Reading of Ordinance 752 Deleting and Replacing Grimes Code of Ordinance Section 47.20 to Permit and Regulate Alcoholic Beverage Possession and Consumption on Grimes Public Property

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

Motion by Altringer, Second by Johansen, to approve the Final Passage of Ordinance 752 Deleting and Replacing Grimes Code of Ordinance Section 47.20 to Permit and Regulate Alcoholic Beverage Possession and Consumption on Grimes Public Property

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

a. Resolution 09-0721 Providing for Guidelines for Possession, Consumption and Dispensing of Alcohol in City of Grimes Parks or Facilities

Brian Becker, Park & Recreation Director, addressed the Council to present the proposed guidelines to permit and regulate alcoholic beverage possession and consumption in parks or facilities. Becker noted that these guidelines are similar to the requirements of neighboring communities.

Motion by Gisch, Second by Altringer, to approve Resolution 09-0721 Providing for Guidelines for Possession, Consumption and Dispensing of Alcohol in City of Grimes Parks or Facilities

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

2. Resolution 09-0321 Approving Final Plat – Crossroads Plat 4

Evann Martin, Assistant Planner, addressed the Council stating the property is located north of SE 37th Street between Highway 141 and SE Crossroads Drive. Martin said the property is zoned M-1A and located within the Zone 1 of the Highway 141 Corridor District. Martin states that the applicant is requesting approval of a final plat, which will replat three parcels into two parcels. She added the proposed final plat will provide for two development lots approximately 1.84 acres and 2.13 acres in size. Martin states that Planning and Zoning along with staff recommended approval of the final plat. Motion by Altringer, Second by Gisch, to approve Resolution 09-0321 Approving Final Plat for Crossroads Plat 4

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

ADJOURN

Motion by Altringer, Second by Johansen, to adjourn the meeting at 5:50 P.M.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

Rochelle Williams

From: Dara Robinson <robinsodl@gmail.com>
Sent: Friday, September 10, 2021 4:27 PM
To: Rochelle Williams
Cc: Kellen Sherburne
Subject: Block party

Hello -
We called earlier and was told to email you particulars on getting barricade approval. Our neighborhood is looking to do a block party on NE Birch Ln on Sunday October 3rd from 2-7 p.m. we would need two barricades. Let us know if this gets approved at next meeting. Attached is map of where we are located and where we expect to have street blocked.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

GRIMES RESOLUTION 09-1521

**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 28th day of September 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

P.O. No. _____

30485

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Hawkins Inc
Name
P.O. Box 860263 Minneapolis, MN 55486-0263
Address
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Chemicals</u>			<u>2,683⁰⁰</u>
<u>Chemicals</u>			<u>3,333⁰⁰</u>
<u>Chemicals</u>			<u>7,516³⁰</u>
<u>Total</u>			<u>13,532³⁰</u>

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Water

LINE ITEM: 600-810-6501

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: T.J. Van Horn DATE: 9/21/21
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jake Andersson msh 9-22-21
City Administrator Date

9-28-21
Council Approval date: (if over \$5,000)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

Original

REC'D SEP 20 2021

INVOICE

Total Invoice	\$2,683.00
Invoice Number	6019975
Invoice Date	9/13/21
Sales Order Number/Type	3616807 SL
Branch Plant	58
Shipment Number	4178134

Sold To: 117729
CITY OF GRIMES
101 N Harvey St
Grimes IA 50111

Ship To: 135451
CITY OF GRIMES
Water Treatment Plant
7850 NW 128th St
Grimes IA 50111

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
10/28/21	Net 45	PPD Origin	HWTG	Old Plant					073
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	3225	Ammonium Sulfate	N	40.0000	BG	\$0.5825	LB	2,000.0 LB	\$1,165.00
		50 LB BG Industrial Fines NSF		2000.0000	LB			2,040.0 GW	
		Lot/SN: 1302021							
2.000	41243	Sodium Hydroxide 30% Diaphragm	N	660.0000	GA	\$2.3000	GA	7,332.6 LB	\$1,518.00
		1 LB BLK (Mini-Bulk)		660.0000	GA			7,332.6 GW	

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 1 of 1	Tax Rate	Sales Tax	Invoice Total	\$2,683.00
	0 %	\$0.00		

No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please
Remit To: **Hawkins, Inc.**
P.O. Box 860263
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR 5560-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1357198



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

Original

REC'D SEP 09 2021

INVOICE

Total Invoice	\$3,333.00
Invoice Number	6012948
Invoice Date	9/1/21
Sales Order Number/Type	3607074 SL
Branch Plant	58
Shipment Number	4165496

Sold To: 117729
CITY OF GRIMES
101 N Harvey St
Grimes IA 50111

Ship To: 135451
CITY OF GRIMES
Water Treatment Plant
7850 NW 128th St
Grimes IA 50111

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
10/16/21	Net 45	PPD Origin	HWTG	New Plant		073

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41245	Azone 15 - EPA Reg. No.7870-5	N	660.0000	GA	\$1.6000	GA	6,659.4 LB	\$1,056.00
		1 LB BLK (Mini-Bulk)		660.0000	GA			6,659.4 GW	
2.000	41243	Sodium Hydroxide 30% Diaphragm	N	990.0000	GA	\$2.3000	GA	10,998.9 LB	\$2,277.00
		1 LB BLK (Mini-Bulk)		990.0000	GA			10,998.9 GW	

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or call 612-331-6910 to get it setup on your account.

Page 1 of 1	Tax Rate	Sales Tax	Invoice Total	\$3,333.00
	0 %	\$0.00		

No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please
Remit To:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

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www.hawkinsInc.com

Job# 1323517



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

Original

REC'D SEP 09 2021

INVOICE

Total Invoice	\$7,516.30
Invoice Number	6012946
Invoice Date	9/1/21
Sales Order Number/Type	3607045 SL
Branch Plant	58
Shipment Number	4165469

Sold To: 117729
CITY OF GRIMES
101 N Harvey St
Grimes IA 50111

Ship To: 135451
CITY OF GRIMES
Water Treatment Plant
7850 NW 128th St
Grimes IA 50111

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #.
10/16/21	Net 45	PPD Origin	HWTG	Old Plant		073

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	4800	Chlorine - EPA Reg. No. 7870-2	N	9.0000	CY	\$0.6900	LB	1,350.0 LB	\$931.50
		150 # CYL		1350.0000	LB			2,357.1 GW	

Demurrage charges may be applied if not returned in 60 Days

Container Barcodes: 044188, 069287, 079828, 084573, 085504, 088167, 098412, 098520, 102879

1.001	699913	150 LB Chlorine Cylinder	N	9.0000	CY	\$0.0000	RT	.0 LB	\$0.00
		CYL 3AA480		9.0000	RT			900.0 GW	

Related Order #: 3607045

2.000	41243	Sodium Hydroxide 30% Diaphragm	N	330.0000	GA	\$2.6000	GA	3,666.3 LB	\$858.00
		1 LB BLK (Mini-Bulk)		330.0000	GA			3,666.3 GW	

3.000	33138	Vitec 3000	N	4.0000	DR	\$2.8634	LB	2,000.0 LB	\$5,726.80
		500 LB DNR		2000.0000	LB			2,096.0 GW	

Lot/SN: 112872

5.001	699913	150 LB Chlorine Cylinder	N	8.0000-	CY	\$0.0000	RT	.0 LB	\$0.00
		CYL 3AA480		8.0000-	RT			800.0- GW	

Related Order #: 3607045

Page 1 of 2

Tax Rate	Sales Tax
0 %	\$0.00

Invoice Total

Continued on next page

No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.

NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please
Remit To:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR 550-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1323517

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$7,516.30
Invoice Number	6012946
Invoice Date	9/1/21
Sales Order Number/Type	3607045 SL
Branch Plant	58
Shipment Number	4165469

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
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Continued from previous page

Container Barcodes: 056036, 073941, 082739, 087831, 088938, 092897, 098532, 098594

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 2 of 2	Tax Rate	Sales Tax	Invoice Total	\$7,516.30
	0 %	\$0.00		

No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please
Remit To: **Hawkins, Inc.**
P.O. Box 860263
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1323517

Approved on March 23rd 2021

Frontline Warning Systems

DOI-150-6727

Invoice

Frontline Plus Fire & Rescue
DBA/Frontline Warning Systems
8004 Aetna Avenue NE
Monticello, MN 55362

Phone #
763-295-3650

frontlineplus@tds.net
www.frontlinewarningsystems.com

Date	Invoice #
8/1/2021	13485

Bill To
City of Grimes, IA 1700 SE Destination Dr Grimes IA 50111 Attn: David Guthrie

Ship To

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	FLP/PO#
133053674	Net 30 Days	9/1/2021	AG			24318,24319,24320
Item	Description	Qty	Rate	Amount		
VORTEX/R4	This invoice is to replace/upgrade the current sirens as listed below within the City of Grimes. VORTEX/R4 Electronic Outdoor Warning Siren; Rotating siren rated at 129dBc @ 100ft and 70dBc @ 6000ft (Est). 4-400watt speaker drivers, ESC2030 Controller, 5a 120v AC battery charger (temperature compensated), motherboard, amplifiers factory installed in Type I aluminum cabinet.	3	15,100.00	45,300.00T		
VC230NV	10 Digit Two Way VHF High Band Narrow Band Radio Receiver. Use with existing activation format with Polk County and allows no cost upgrade for WestCom/Rapid Warn activation system.	3	1,730.00	5,190.00T		
POLE TOP BRACKET	VPTB #01-0411446-00. Pole Top Mounting Bracket.	3	275.00	825.00T		
SOLAR POWER	Solar Power for Vortex/Type I cabinet. Two (2) 80 Watt Solar Power Panels, regulator, mounting bracket and wiring. Replaces 120v AC battery charger with temperature compensated solar regulator.	3	1,500.00	4,500.00T		
DCM0055	Interstate Battery DCM0055, 12v 55aH	6	165.00	990.00T		
Installation	Installation of new siren in new location; solar power	3	2,975.00	8,925.00T		
Materials	Materials for installation	3	450.00	1,350.00T		
SHIPPING	Freight Shipping and delivery to site	1	935.00	935.00T		
55ft Class II Pole	55ft Class II Pole	3	1,405.00	4,215.00T		
PLEASE PAY FROM THIS INVOICE. Thank You					Subtotal	

Frontline Warning Systems

Frontline Plus Fire & Rescue
DBA/Frontline Warning Systems
8004 Aetna Avenue NE
Monticello, MN 55362

Phone #
763-295-3650

frontlineplus@tds.net
www.frontlinewarningsystems.com

Invoice

Date	Invoice #
8/1/2021	13485

Bill To
City of Grimes, IA 1700 SE Destination Dr Grimes IA 50111 Attn: David Guthrie

Ship To

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	FLP/PO#
133053674	Net 30 Days	9/1/2021	AG			24318,24319,24320

Item	Description	Qty	Rate	Amount
Gold Warranty	Whelen Gold Warranty: Years 1 & 2: Full parts coverage Years 3 - 5: Full parts coverage with \$75 deductible waived. Exclusions apply. See warranty documentation.	3	0.00	0.00T
ADMIN FEE	Corporate Surety Bond	1	1,203.00	1,203.00T

PLEASE PAY FROM THIS INVOICE. Thank You

Customer is responsible for any local and state sales tax that may apply.

Subtotal	\$73,433.00
Sales Tax (0.0%)	\$0.00
Total	\$73,433.00
Balance Due	\$73,433.00

P.O. No. _____

30572

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Frontline Warning Systems
Name

Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>13485</u>			<u>73,433.00</u>

PURCHASE JUSTIFICATION: new warning sirens - see agenda
memo attached

DEPARTMENT: Fire - Cap Outlay/Other Equip.

LINE ITEM: 001-150-6727

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: 9/21/21

PURCHASE ORDER APPROVAL AND ASSIGNMENT

City Administrator

Date

Council Approval date: (if over \$5,000)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy

Council Meeting 09.24.2021

New ABD License

Destination Grille 2491 E. 1st Street- Class C Liquor License, Outdoor Service & Sunday Sales

ABD Renewals

Kwik Star # 1055: 2351 E. 1st Street Class C Beer Permit

Casey's # 3507 951 SE Gateway- Class E Liquor License



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
DESTINATION GRILLE, LLC	Destination Grille	(515) 633-7638	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
2491 E 1st St	Grimes	IA	50111
MAILING ADDRESS	CITY	STATE	ZIP
3737 Woodland Avenue	West Des Moines	Iowa	50266

Contact Person

NAME	PHONE	EMAIL
MARK HANRAHAN	(515) 633-7638	mhanrahan@iowaca.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM
	Class C Liquor License	12 Month

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE
Jan 1, 2022	Dec 31, 2022

SUB-PERMITTS/PRIVILEGES

Class C Liquor License, Outdoor Service, Sunday Service



Status of Business

BUSINESS TYPE
Limited Partnership

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Mark Hanrahan	Urbandale	Iowa	50323	Partner	30.00	Yes
Noel Mumm	Johnston	Iowa	50131	Partner	30.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
The Hartford		
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Kwik Trip, Inc.

NAME OF BUSINESS(DBA)

Kwik Star #1055

BUSINESS

(515) 986-1386

ADDRESS OF PREMISES

2351 E 1st St

CITY

Grimes

COUNTY

Polk

ZIP

50111

MAILING ADDRESS

PO Box 2107

CITY

La Crosse

STATE

Wisconsin

ZIP

54602

Contact Person

NAME

Deanna Hafner

PHONE

(608) 793-6262

EMAIL

dhafner@kwiktrip.com

License Information

LICENSE NUMBER

BC0030932

LICENSE/PERMIT TYPE

Class C Beer Permit

TERM

12 Month

TENTATIVE EFFECTIVE DATE

Nov 25, 2021

TENTATIVE EXPIRATION DATE

Nov 24, 2022

SUB-PERMITTS/PRIVILEGES

Class C Beer Permit, Class B Wine Permit, Sunday Service



Status of Business

BUSINESS TYPE
Privately Held Corporation

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Donald Zietlow	Onalaska	Wisconsin	54650	President	100.00	Yes
Thomas Reinhart	Onalaska	Wisconsin	54650	Secretary	0.00	Yes
Jeffrey Wrobel	La Crosse	Wisconsin	54601	Treasurer	0.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

CASEY'S MARKETING
COMPANY

NAME OF BUSINESS(DBA)

CASEY'S GENERAL STORE
#3507

BUSINESS

(515) 446-6404

ADDRESS OF PREMISES

951 SE GATEWAY DR

CITY

Grimes

COUNTY

Polk

ZIP

50111

MAILING ADDRESS

PO Box 3001

CITY

Ankeny

STATE

Iowa

ZIP

50021

Contact Person

NAME

JESSICA FISHER-COMSTOCK,
STORE OPERATIONS

PHONE

(515) 446-6404

EMAIL

jessica.fisher@caseys.com

License Information

LICENSE NUMBER

LE0002797

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

TENTATIVE EFFECTIVE DATE

Nov 28, 2021

TENTATIVE EXPIRATION DATE

Nov 27, 2022

SUB-PERMITTS/PRIVILEGES

Class E Liquor License, Class C Beer Permit, Class B Wine Permit, Sunday Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
JULIA JACKOWSKI	Urbandale	Iowa	50322	Secretary	0.00	Yes
JAMES PISTILLO	Urbandale	Iowa	50323	Treasurer	0.00	Yes
SAMUEL JAMES	ANKENY	Iowa	50021	PRESIDENT	0.00	Yes
BRIAN JOHNSON	JOHNSTON	Iowa	50131	VICE PRESIDENT	0.00	Yes
DOUGLAS BEECH	ANKENY	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

RESOLUTION 09-1621 AUTHORIZING PERSONNEL TRANSACTIONS

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

WHEREAS, the City Council has, through restructuring, determined that an Accounting and Utility Manager shall manage City Hall utility billing and accounting staff;

WHEREAS, the City Council has determined that an Accounting and Utility Manager position shall be created;

WHEREAS, City Staff has presented the Council with the job description and pay range, attached hereto.

WHEREAS, the Johnston-Grimes Metropolitan Fire Department (JGMFD) conducted written testing, physical agility testing, initial and Chief interviews in the months of June, July, and August of 2021;

WHEREAS, through its process, the JGMFD narrowed its hiring list to nine (9) candidates meeting the JGMFD eligibility standards and criteria, which are attached hereto in a list dated September 1, 2021;

WHEREAS, the Chief submits that the September 1, 2021, hiring list should be effective through and including September 1, 2022.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that it hereby approves the job description and pay range for the Accounting and Utility Manager AND certifies, adopts, and approves the hiring list attached hereto.

PASSED AND APPROVED this 28th day of September, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT

6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

September 01, 2021

The Johnston-Grimes hiring process conducted in August 2021 resulted in the following list of candidates presented in alphabetical order:

1. Kling, Jason
2. Owen, Tanner
3. Owens, Tanner
4. Mona, Rachel
5. Pick, Drew
6. Reisinger, Samantha
7. Schneider, Dan
8. Shepherd, Stephanie
9. Sjullie, Brandon

The above list will be considered active until September 1, 2022.

Jim Clark

Fire Chief

Johnston-Grimes Metropolitan Fire Department



City of Grimes Job Description

A. Position Title	Location
Accounting and Utility Billing Manager	Grimes City Hall

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: \$69,166 - \$93,959

C. Job Description Summary

Under the general supervision of the Finance Director, the Accounting Manager provides management and oversight of the City's utility billing, accounts payable, payroll and general ledger functions, and performs and coordinates technical accounting activities to facilitate the effective use of the City's financial software modules by finance personnel and other operating departments. While providing supervision and support for the City Hall's reception functions, the Accounting Manager personally processes payroll and coordinates the ongoing business of the city's accounts payable and receivable functions. The Accounting Manager also assists the Finance Director perform accounting functions to ensure that City finances are in accordance with local, state and federal regulations and budget preparation duties as assigned.

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.

Manages and supervises assigned operations, including utility billing, reception, and accounting functions to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Coordinates and manages financial accounting software, implementation, updates, and departmental training, including supporting all City staff in highest and best use of financial accounting software.

Coordinates the preparation and distribution of payroll; appropriate payroll benefit and deduction records and reports; payments for federal and state payroll taxes, employee benefit payments, and payment to other outside agencies regarding payroll deductions.

Coordinates with Human Resources Department in maintaining records regarding employee information, tax withholdings, garnishments, benefits, and voluntary deductions, along with quarterly and annual payroll tax reports.

Assists Finance Director in budget preparation regarding data entry, payroll and other projections, annual reports including the Street Finance Report, Annual State Financial Report, Annual Budget Certification, Budget Amendment(s), and other State or Federal reports.

Supervises the processes and preparation of invoices for Council approval and payment in check and electronic format, including maintenance of accounts payable vendor files and regularly preparing the claims list submissions for Council approval.

Coordinates and supervises employee reimbursements, vendor 1099 information for tax reporting, including annual preparation of 1099 forms and all employee W-2 forms.

Works closely with staff in other departments in utilizing designated financial software programs for budget tracking and account coding purposes, including accounts payable and receivable.
Coordinates with HR Department on oversight of records of employee benefits administration including health and various other insurance coverages, flexible spending, and deferred compensation.
Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities

Attends meetings and represents the City and the City's Finance and Utility Billing departments in such community and regional meetings as may be identified in furthering the City's objectives.

F. Qualifications

Education/Experience:	Bachelor's degree majoring in accounting, public administration, or business administration. Completion of Iowa Municipal Professionals Institute with Finance Officer Certification from Iowa Municipal Finance Officers Association preferred upon hire and required within three years of hire. At least five (5) years' experience of increasing responsibility in municipal government accounting, including supervisory experience. Any equivalent combination of experience and training providing the requisite knowledge, skills, and abilities to perform the work will be considered.
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, assign work, and supervise subordinates. Collaborative, team-oriented leadership style with high communication aptitude, strong interpersonal skills, and strong conflict-resolution skills with both internal and external stakeholders.
Knowledge	Comprehensive knowledge of the materials, methods and practices of municipal finance; 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 develop and lead a professional staff, to stimulate professional growth, to motivate professional effort and innovation, and to achieve a coordinated staff effort.
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 and associated office 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:



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 5 Lot 9.

SYNOPSIS: The owner of 1205 NE 21st Street has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Heritage at Grimes Plat 5.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 5 Lot 9.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 9 IN HERITAGE AT GRIMES PLAT 5
1205 NE 21ST STREET

WHEREAS, the owners of Lot 9 in Heritage at Grimes Plat 5 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement 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 9, Heritage at Grimes Plat 5, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 28th day of September, 2021.

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 Jimmy Howard, 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 9 of Heritage at Grimes Plat 5 (1205 NE 21st Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated October 10, 2017 recorded on November 21, 2017, in Book 16732, Page 407, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

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

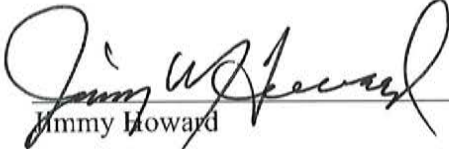
5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement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

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

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

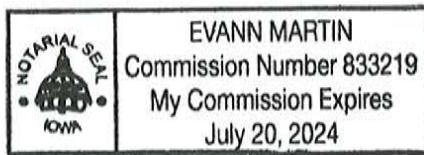
Signed this 17 day of September, 2021

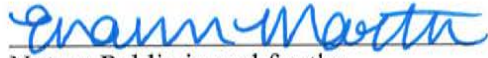
PROPERTY OWNERS


Jimmy Howard

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 17th day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jimmy Howard, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.




Notary Public in and for the
State of Iowa

My Commission expires 7/20/24

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING: Resolution Amending and Restating Consent and Agreement for Improvements within overland flowage easement for Brentwood Estates Lot 67.

SYNOPSIS: The owner of 2912 NE Cherry Court has requested approval to amend the existing Consent and Agreement for Improvements to install drainage tiles in addition to the fence that was already approved to be placed within the overland flowage easement on the subject property. The installation of the drainage tiles 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):

Approved Consent and Agreement for Improvements for a fence – November 2020

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Amending and Restating Consent and Agreement for Improvements within overland flowage easement for Brentwood Estates Lot 67.

RESOLUTION AMENDING AND RESTATING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 67 IN BRENTWOOD ESTATES
2912 NE CHERRY COURT

WHEREAS, the owners of Lot 67 in Brentwood Estates in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes an Amended and Restated Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence and drainage tiles within the easement area on the Property; and

WHEREAS, the Amended and Restated Consent and Agreement for Improvements amends, supersedes, and replaces the previous Consent and Agreement for Improvements dated November 10, 2020 and filed November 24, 2020, in Book 18213 Page 946 of the Polk County records.

WHEREAS, City desires to accept the Amended and Restated 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 Amended and Restated Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 67, Brentwood Estates, 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

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

AMENDED AND RESTATED CONSENT AND AGREEMENT FOR IMPROVEMENTS

This AMENDED AND RESTATED CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Michelle L. Menough Living Trust (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 67 of Brentwood Estates (2912 NE Cherry Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

1. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated May 8, 2018 recorded on June 20, 2018 in Book 16970, Page 562, 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.
2. IMPROVEMENTS. The Property Owners desire to install fence and drainage tiles on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvements"), which encroach into the Easement Area, and the City has agreed to consent to the installation of the Improvements within the Easement Area, subject to the conditions set forth in this Agreement.
3. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvements as described herein within the Easement Area, provided that the Property Owners install and maintain the

Improvements such that the Improvements do 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 Improvements pursuant to City Ordinances.

4. 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 City's improvements within the Easement Area, 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' Improvements 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.
5. 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.
6. TERMINATION. If any of the Improvements are destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if any of the Improvements are 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.
7. 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.
8. PRIOR AGREEMENT. This Agreement amends, supersedes, and replaces the previous Consent and Agreement for Improvements dated November 10, 2020 and filed November 24, 2020, in Book 18213 Page 946 of the Polk County records.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners

have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

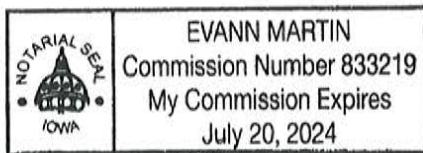
Signed this 17 day of September, 2021

PROPERTY OWNER
Michelle L. Menough Living Trust

Michelle L. Menough
Michelle L. Menough, Trustee

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 17th day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michelle L. Menough, 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.



Evann Martin
Notary Public in and for the
State of Iowa

My Commission expires 7/20/24

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

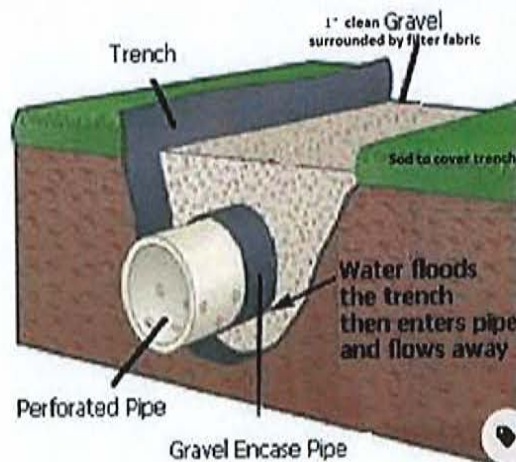
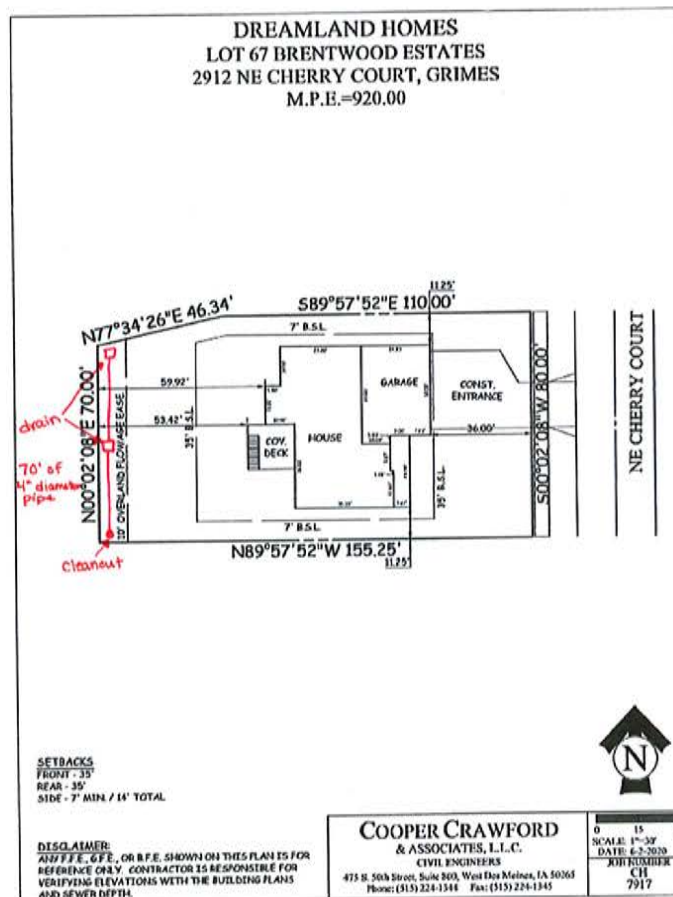
My Commission expires _____

EXHIBIT A

Description of Improvements

A 6' decorative iron fence has been proposed to be constructed in an overland flowage easement on Lot 67 of Brentwood Estates (2912 NE Cherry Court) in accordance to permit number FN-20-06914.

70 linear feet of drainage tile has been proposed to be constructed in an overland flowage easement on Lot 67 of Brentwood Estates (2912 NE Cherry Court) in accordance to the attached drawing.





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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 4.

SYNOPSIS: The owner of 1801 NW 8th Street 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 4.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 4 IN AUTUMN PARK WEST PLAT 1
1801 NW 8TH STREET

WHEREAS, the owners of Lot 4 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 4, 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 28th day of September, 2021.

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 Erin Bramble and Kyle Nuehring (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 4 of Autumn Park West Plat 1 (1801 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

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 22 day of SEPT., 2021.

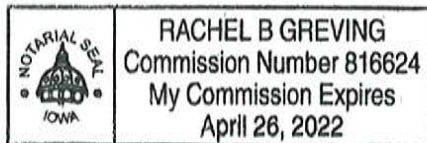
PROPERTY OWNERS

Erin Bramble
Erin Bramble

Kyle Nuehring
Kyle Nuehring

STATE OF IOWA)
COUNTY OF POLK) SS

On this 22nd day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Erin Bramble, 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 Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
COUNTY OF POLK) SS

On this 22nd day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kyle Nuehring, 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 Greving
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 _____



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Setting Public Hearing – Rezoning of Property Generally Located South of SE 37th Street and east of South James Street for Grimes Industrial

SYNOPSIS:

The applicant, ATI Capitol, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located south of SE 37th Street and east of South James Street. The 78.64 Acre property is currently Zoned A-1, and is identified as Business Park upon the Future Land Use Plan.

The projected activity for this property matches the Future Land Use Plan designation. As such, the applicant has provided a conceptual master plan for the 78.64-acre site for flex warehouse buildings and associated public streets.

The layout provided is only a conceptual rendering of the site. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff is recommending approval of the Resolution Setting the Public Hearing.

RESOLUTION NO. 09-2121

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED
REZONING OF PROPERTY GENERALLY LOCATED SOUTH OF SE 37TH STREET AND
EAST OF SOUTH JAMES STREET FROM A-1 AGRICULTURAL DISTRICT TO M-1A
COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT FOR GRIMES
INDUSTRIAL

WHEREAS, certain land in the City of Grimes, Iowa, generally located south of SE 37th Street and east of South James Street and legally described on Exhibit A, attached hereto, is currently zoned A-1 (Agricultural District) (the “Property”); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Chapter 165, Section 165.05 by rezoning the Property from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial District), and

WHEREAS, it is the desire of the City Council that the proposed Ordinance, amending the official zoning district map be considered by the Grimes Planning and Zoning Commission and such Commission file its report with the City Council prior to the time established herein for public hearing on the proposed amendment; and

WHEREAS, the proposed Ordinance amending the official zoning district map has been prepared and a public hearing upon the proposed amendment should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa and via Zoom at 5:30 p.m. on the 26th day of October 2021, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Planning and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED AND APPROVED this 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

The East One Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 17, Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa except roadways of record.

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY GENERALLY LOCATED
SOUTH OF SE 37TH STREET AND EAST OF SOUTH JAMES STREET FROM A-1 AGRICULTURAL
DISTRICT TO M-1A COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT FOR GRIMES
INDUSTRIAL

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Iowa, and via Zoom at 5:30 p.m. on the 26th day of October 2021, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Chapter 165, Section 165.05 by rezoning certain Property described on Exhibit A from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial District), as follows:

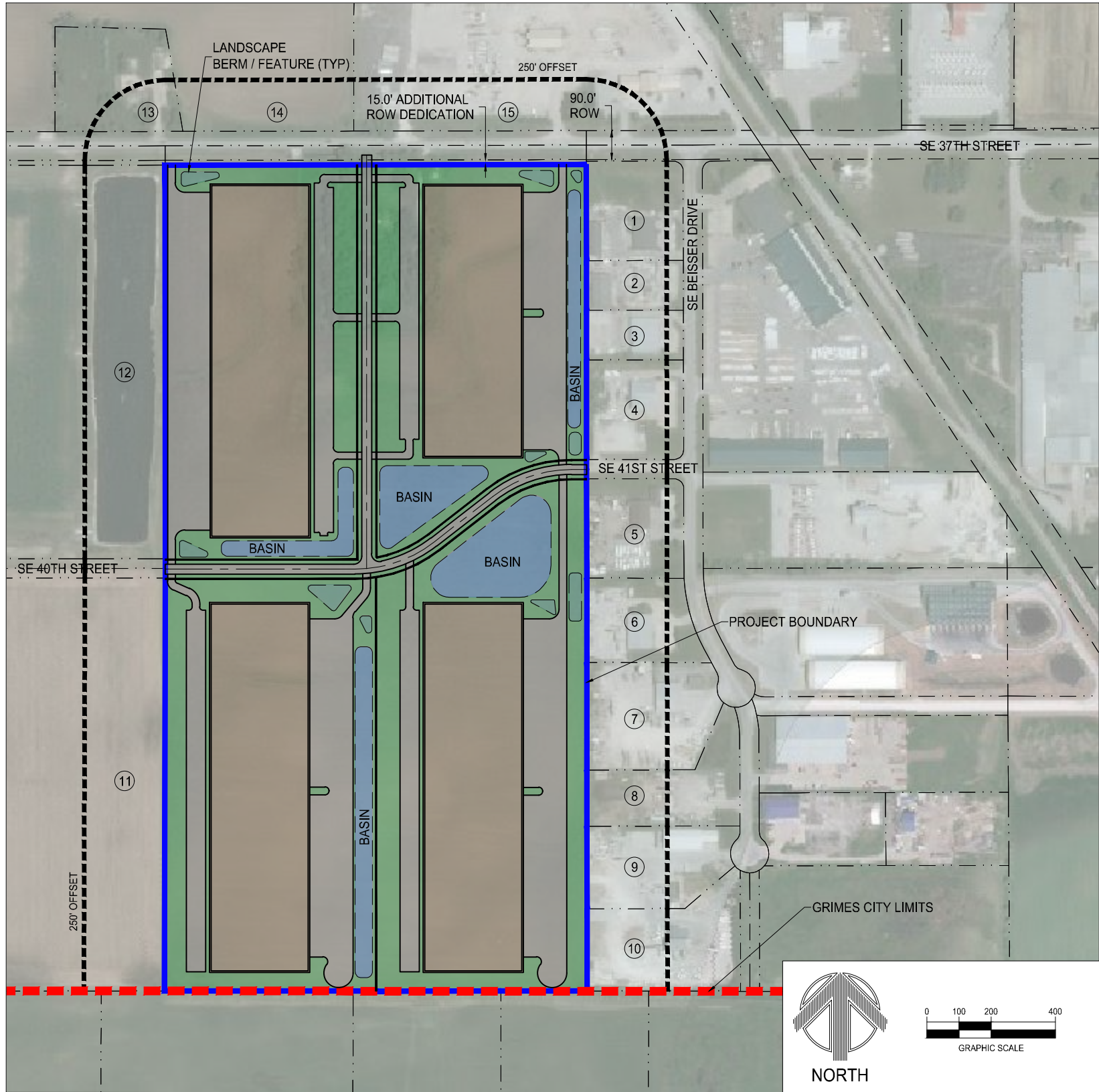
AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT BOUNDARIES OF CHAPTER
165, SECTION 165.05 BY REZONING PROPERTY GENERALLY LOCATED SOUTH OF SE 37TH STREET
AND EAST OF SOUTH JAMES STREET FROM A-1 AGRICULTURAL DISTRICT TO M-1A COMMERCIAL
AND LIMITED LIGHT INDUSTRIAL DISTRICT FOR GRIMES INDUSTRIAL

For all the particulars of the proposed amendment, see the proposed Ordinance entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes.

All interested persons may appear at the public hearing in person or via Zoom and at such time and place the Grimes City Council will consider any objections to the proposed Ordinance and give all interested persons an opportunity to be heard. Persons wishing to be heard may contact the City Clerk at: RWilliams@grimesiowa.gov 24 hours in advance of the meeting. This notice is given by order of the City Council of the City of Grimes, Iowa.

Exhibit A

The East One Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 17, Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa except roadways of record.



Rezoning Area Description

The East One Half of the Northwest Quarter (E 1/2 NW 1/4) of Section 17, Township 79 North, Range 25 West of the 5th P.M., Polk County, Iowa except roadways of record.

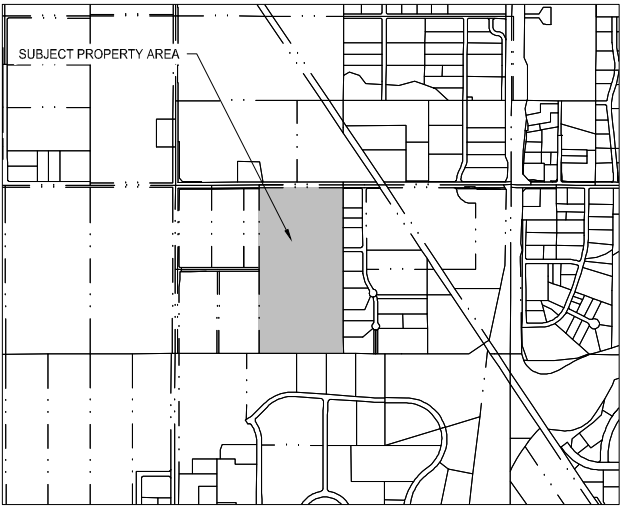
Rezoning Exhibit
FOR
GRIMES INDUSTRIAL
GRIMES, Iowa

Owner
Ralph L Obert Jr (Trustee)
6684 Newland St
Arvada, CO 80003

Applicant
ATI Capitol
110 SE Grant Street
Suite #101
Ankeny, IA 50021

Engineer
McClure Engineering Company
1360 NW 121st Street
Clive, IA 50325

Zoning
Existing - A-1 (78.14 acres)
Proposed - M-1A (78.14 acres)



Vicinity Sketch
Scale: 1" = 1,500'

Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Partners Property LLC	LOT 1 GROSS COMMERCIAL	7025-17-200-008	7025 Western Pkwy 576 310' x 108' 0" Des Moines A 50326	92,825 sq ft	77,448 sq ft	83.4%
2	Partners Property LLC	EX PARCELS 4 & 5 PARCELS 303 & 305 SE CORNER OF SECTION 17 T79N R25W POLK COUNTY IOWA TO POS. LT. 2 GATEWAY COMMERCIAL	7025-17-200-020	7025 Western Pkwy 576 310' x 108' 0" Des Moines A 50326	46,476 sq ft	38,679 sq ft	83.2%
3	Grimes Industrial Development Trust	PARCELS 4 & 5 PARCELS 303 & 305 SE CORNER OF SECTION 17 T79N R25W POLK COUNTY IOWA TO POS. LT. 2 GATEWAY COMMERCIAL	7025-17-200-021	5681 Linnway Dr Clive A 50324	46,476 sq ft	38,710 sq ft	83.3%
4	Grimes Industrial Development Trust	LOT 3 GROSS COMMERCIAL	7025-17-200-010	10035 S River Clive A 50324	92,826 sq ft	77,454 sq ft	83.4%
5	Grimes Industrial Development Trust	LOT 4 GROSS COMMERCIAL	7025-17-200-011	11533 S River Clive A 50324	92,826 sq ft	77,448 sq ft	83.4%
6	Partners Property LLC	LOT 1 GROSS COMMERCIAL	7025-17-200-012	7025 Western Pkwy 576 310' x 108' 0" Des Moines A 50326	92,825 sq ft	66,871 sq ft	72.0%
7	Grimes Industrial Development Trust	LOT 2 GROSS COMMERCIAL	7025-17-200-013	5163 S River Clive A 50324	100,708 sq ft	69,848 sq ft	69.4%
8	Grimes Industrial Development Trust	LOT 3 GROSS COMMERCIAL	7025-17-200-026	4300 SE Shawnee Dr Grimes A 50111	101,930 sq ft	49,749 sq ft	49.0%
9	Grimes Industrial Development Trust	LOT 4 GROSS COMMERCIAL	7025-17-200-030	10012 Pegasus Dr Clive A 50323	109,028 sq ft	64,203 sq ft	58.9%
10	Grimes Industrial Development Trust	EX 303 & 305 PARCELS 303 & 305 SE CORNER OF SECTION 17 T79N R25W POLK COUNTY IOWA TO POS. LT. 2 GATEWAY COMMERCIAL	7025-17-200-031	10012 Pegasus Dr Clive A 50323	135,471 sq ft	64,206 sq ft	47.4%
11	Partners Property LLC	LOT 2 GROSS COMMERCIAL	7025-17-200-014	10801 S River Clive A 50324	803,858 sq ft	351,450 sq ft	43.7%
12	Partners Property LLC	LOT 3 GROSS COMMERCIAL	7025-17-200-015	10801 S River Clive A 50324	301,438 sq ft	301,438 sq ft	100.0%
13	Grimes Industrial Development Trust	LOT 4 GROSS COMMERCIAL	7025-17-200-016	455 SE 37th St Grimes A 50111	110,740 sq ft	33,779 sq ft	30.5%
14	Grimes Industrial Development Trust	EX 303 & 305 PARCELS 303 & 305 SE CORNER OF SECTION 17 T79N R25W POLK COUNTY IOWA TO POS. LT. 2 GATEWAY COMMERCIAL	7025-17-200-017	2504 S River Clive A 50324	2,231,495 sq ft	87,001 sq ft	3.9%
15	Grimes Industrial Development Trust	EX 303 & 305 PARCELS 303 & 305 SE CORNER OF SECTION 17 T79N R25W POLK COUNTY IOWA TO POS. LT. 2 GATEWAY COMMERCIAL	7025-17-200-018	10012 Pegasus Dr Clive A 50323	1,031,068 sq ft	142,809 sq ft	13.8%

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY ASSESSOR
3) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA



building strong communities.

1360 NW 121st Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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PRELIMINARY

REZONING EXHIBIT



NORTH

GRIMES INDUSTRIAL
SITE PLAN

GRIMES, IOWA

211031-000

AUGUST 18, 2021

REVISIONS

SEPTEMBER 2, 2021
SEPTEMBER 15, 2021

ENGINEER
T. SMITH

CHECKED BY
C. SMITH

DRAWING NO.
1

DRAWN BY
TSL

FIELD BOOK NO.
.

SHEET NO.
1 / 1



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

First Reading – Ordinance 753 – Grimes Crossing Rezone

SYNOPSIS:

The applicant is requesting approval of a rezoning from C-2 (General and Highway Service Commercial District) to R-3 High (High Density Multiple Family Dwelling District) which will allow for the construction of up to 22 townhomes. The development is generally located west of SE Gateway Drive and north of SE 8th Street and is approximately 1.5 acres.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat Grimes Crossing Plat 3 – 1999

BOARD/COMMISSION ACTION(S):

Recommendation for Approval – Planning and Zoning, 09/07/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the rezone for Grimes Crossing subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: September 7, 2021
RE: Grimes Crossing – Rezoning

GENERAL INFORMATION:

Applicant:

Christensen Development

Requested Action

Rezoning

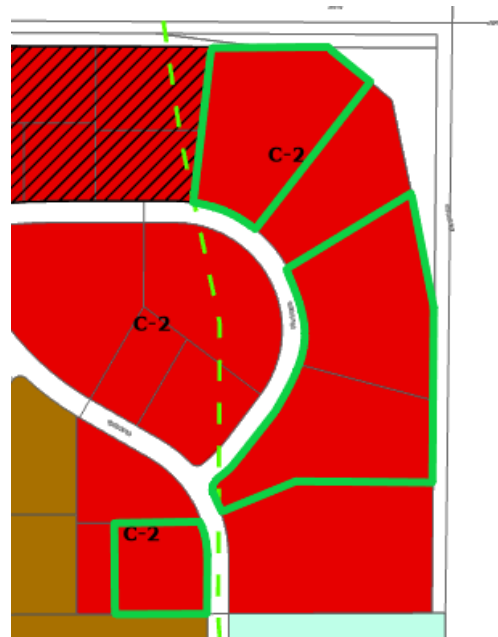
Location

451 SE Gateway Cir

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial and Mixed Use 1	C-2
North	Commercial	Commercial	C-2
South	High Density Residential and Commercial	Commercial and Mixed Use 1	R-4, R-3, and C-2
East	High Density Residential and Commercial	Commercial	C-2
West	Commercial	Commercial and Mixed Use 1	R-3 and C-2

BACKGROUND:

The applicant is requesting approval of a rezoning from C-2 to R-3 High Multi-Family Dwelling District which will allow for the construction of up to 22 townhomes. The development is generally located west of SE Gateway Drive and north of SE 8th Street and is approximately 1.5 acres.

ANALYSIS:

The Grimes Crossing Rezone will follow the R-3 High zoning standards.

Development Standards:

Setbacks:

Front – 30'

Rear – 7'

Side – 30'

Maximum Building Height: 50 Feet – 4 Stories

Open Space: Minimum 40%

Density: 16 du / a

STAFF RECOMMENDATION:

Staff would recommend approval of the Grimes Crossing 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

September 8, 2021

McClure

Attn: Trent Smith

1360 NW 121st St

Clive, IA 50325

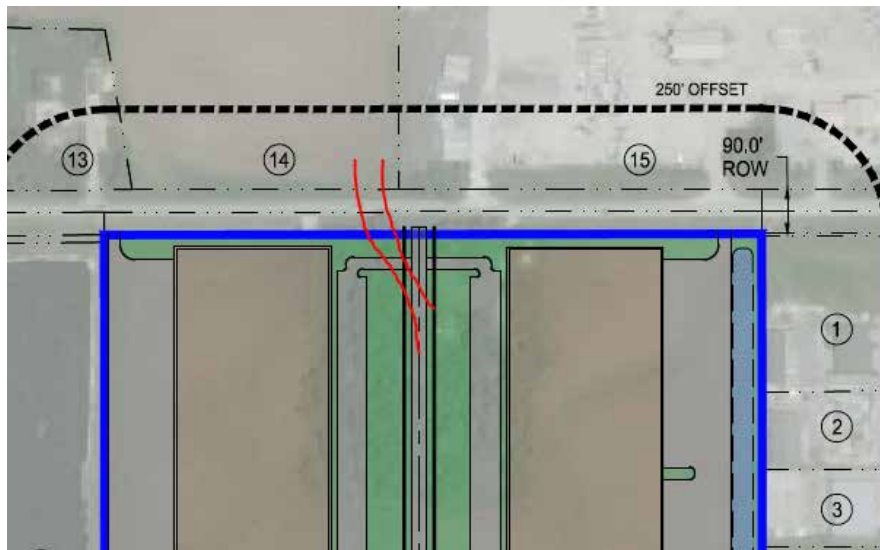
RE: Grimes Industrial Rezone

Dear Mr. Smith:

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

General Comments:

1. Staff questions if the detention basins can be combined into one pond for the development. Combining the ponds could allow for more efficient layout of the development.
2. The access points on SE 37th St are generally acceptable. The east or west drive may be RI/RO in the future so just keep that in mind.
3. Staff is questioning if the orientation of the south buildings should be similar to the north buildings with the loading docks on the outer edges of the development. It would provide continuity in the development and coordinate traffic movements.
4. Landscape buffering will be required along the west side of the northwest building to provide screening of the dock area from SE 37th St and R&R's property. If the orientation of the south buildings is switched, screening would be required on the west side of the southwest building as well.
5. Please provide a shared drive into the south buildings at the end of the north/south road and remove the driveway access to the east, similar to what is shown below.



10. Provide connection along the building sides to connect the parking and loading areas (shown in red below). This will provide internal connections within the site which will prevent people from having to exit out on to the public street and will provide better access for the fire department. The fire department cannot have dead ends longer than 150' without a turn around.



11. FYI the buildings will likely need to shrink in order to provide the required building and pavement setbacks. This can be reviewed with the preliminary plat and site plan.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~September 8, 2021~~
September 15, 2021
(1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: October 5, 2021 at 5:30

COUNCIL MEETING: October 26, 2021 at 5:30

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

SANAV VENTURE, LLC.

GRIMES CROSSING DEVELOPMENT

LOT 7
550 SE GATEWAY CIR.
GRIMES, IA 50111
INVISION:20143
SANAV VENTURE, LLC.

REZONING SUBMISSION

09/07/2021



OWNER
SANAV VENTURE, LLC.
8274 MERCATO CT
WEST DES MOINES, IA
50266
515-805-1611

CIVIL CONSULTANT
BISHOP ENGINEERING
3501 104TH ST
URBANDALE, IA 50322
515-276-0467
<https://bishopengr.com/>

INVISION
PLANNING | ARCHITECTURE | INTERIORS

303 Watson Powell Jr. Way
Suite 200
Des Moines, Iowa 50309
515.633.2941
515.633.2942 Fax

**GRIMES CROSSING
DEVELOPMENT**

INVISION:20143
SANAV VENTURE, LLC.
ISSUE DATE:09/07/2021
REZONING SUBMISSION
PROJECT ARCHITECT: MIKE BECHTEL
PROJECT MANAGER (MADDY SCHMIDT
madelines@invisionarch.com)

PART OF LOT 7, GRIMES CROSSING PLAT 3:
CHANGE FROM THE CURRENT C-2 ZONING TO R-3 ZONING.

PROPERTY DESCRIPTION: LOT 7, EXCEPT THE WEST 107 FEET THEREOF, GRIMES CROSSING PLAT 3, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AREA: 1.50 ACRES.

LOT 7:
LOT 7 IS APPROXIMATELY 65,000 SF AND WILL HAVE APPROXIMATELY 23,000SF OF GREEN SPACE. THE LOT WILL HAVE A TOTAL OF 35% GREEN SPACE.

- (12) PARKING STALLS PROVIDED W/ 1 BEING ADA ACCESSIBLE (5 MINIMUM STALLS REQUIRED BASED ON 1 STALL FOR EVERY 5 UNITS)
- (2) TOWNHOMES (4 UNITS PER BUILDING) W/ INTEGRATED GARAGES
- (2) TRIPLEX (3 UNITS PER BUILDING) W/ INTEGRATED GARAGES
- (3) DUPLEX TOWNHOMES (2 UNITS PER BUILDING) W/ INTEGRATED GARAGES

- RESIDENTIAL
- COMMERCIAL
- LOT 7

1. POST OFFICE
A. LOT OWNED BY: *HARMON REAL ESTATE HOLDINGS, L.L.C.*
2. DOLLAR TREE
A. LOT OWNED BY: *EXCHANGERIGHT NLP 48 MASTER LEASEE, L.L.C.*
3. FIRST STEPS CHILD CARE CENTER
A. LOT OWNED BY: *ET REAL ESTATE HOLDINGS, L.L.C.*
4. LOT CURRENTLY NOT OCCUPIED
A. LOT IS OWNED BY AFFILIATE OF SANAV VENTURE (PROJECT OWNER)
5. LATITUDE LOFTS
A. LOT OWNED BY: *LATITUDE LOFTS, L.L.C.*
6. ALLURE AT 141
A. LOT OWNED BY: *GRIMES CROSSING APARTMENTS, L.L.C.*
7. THOMAS SQUARE CONDOS
A. LOT OWNED BY: *DOVETAIL FAMILY HOUSING L.P.*
8. SPECIAL OLYMPICS
A. LOT OWNED BY: *IA SPECIAL OLYMPICS INC.*
9. LOT CURRENTLY NOT OCCUPIED
A. LOT OWNED BY: *IA SPECIAL OLYMPICS INC.*

THIS SHEET CONTAINS COLOR CONTENT - THIS SHEET MUST BE PRINTED IN COLOR TO VIEW CONTENT PROPERLY

OWNER SIGN-OFF: _____ NAME _____

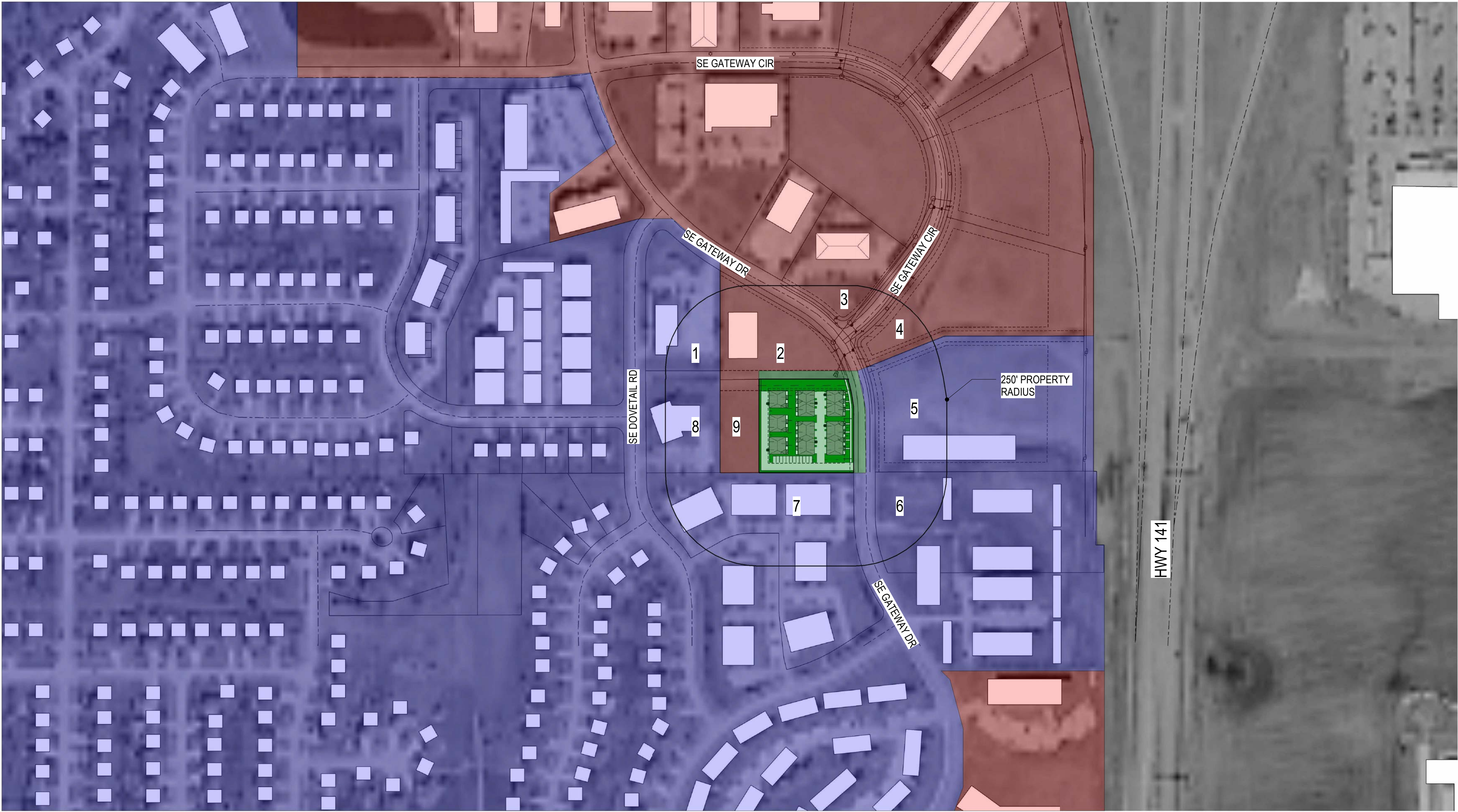
GRIMES CROSSING DEVELOPMENT

LOT 7
550 SE GATEWAY CIR.
GRIMES, IA 50111

JECT NO:
43
E:
07/2021
ET SET:
ONING
MISSION

ET NAME:
IGHBORHOOD
NTEXT

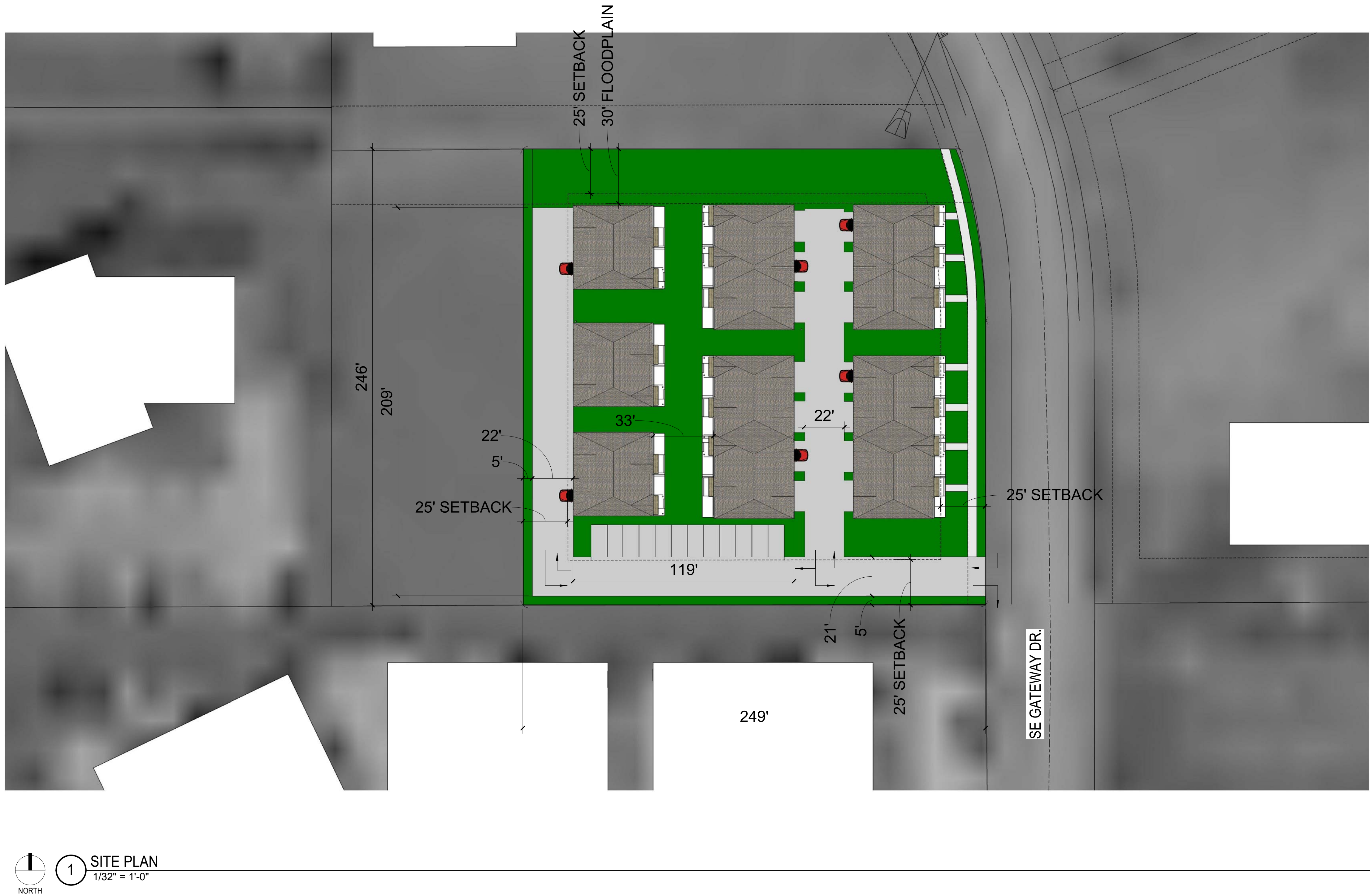
ET:
1.00



  **SURROUNDING NEIGHBORHOOD CONTEXT**

9/2/2021 2:26:34 PM W:\Des Moines Projects\2020\20143_Grimes_Crossing_Drwn\Modelling\20143_Grimes_Crossing.rvt

SHEET RESPONSIBILITY: Author



REZONING PROPERTY DESCRIPTION

PART OF LOT 7, GRIMES CROSSING PLAT 3;
CHANGE FROM THE CURRENT C-2 ZONING TO R-3 ZONING.

PROPERTY DESCRIPTION: LOT 7, EXCEPT THE WEST 107
FEET THEREOF, GRIMES CROSSING PLAT 3, AN OFFICIAL
PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AREA: 1.50 ACRES.

LOT USAGE - GREEN SPACE, BUILDINGS, & PARKING

- LOT 7:
LOT 7 IS APPROXIMATELY 65,000 SF AND WILL HAVE APPROXIMATELY
23,000SF OF GREEN SPACE. THE LOT WILL HAVE A TOTAL OF 35%
GREEN SPACE.
(12) PARKING STALLS PROVIDED W/ 1 BEING ADA ACCESSIBLE (5 MINIMUM
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(3) DUPLEX TOWNHOMES (2 UNITS PER BUILDING) W/ INTEGRATED GARAGES

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303 Watson Powell Jr.
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Suite 200
Des Moines, Iowa 50309
515.633.2941
515.633.2942 Fax
www.invisionarch.com
CONSULTANT:
CIVIL CONSULTANT
BISHOP ENGINEERING

REVISIONS:
Description Date No.

OWNER SIGN-OFF:
DATE NAME

SANAV VENTURE, LLC.

GRIMES CROSSING DEVELOPMENT

LOT 7
550 SE GATEWAY CIR.
GRIMES, IA 50111

PROJECT NO:
20143

DATE:
09/07/2021
SHEET SET:
REZONING
SUBMISSION

SHEET NAME:
SITE PLAN

SHEET:

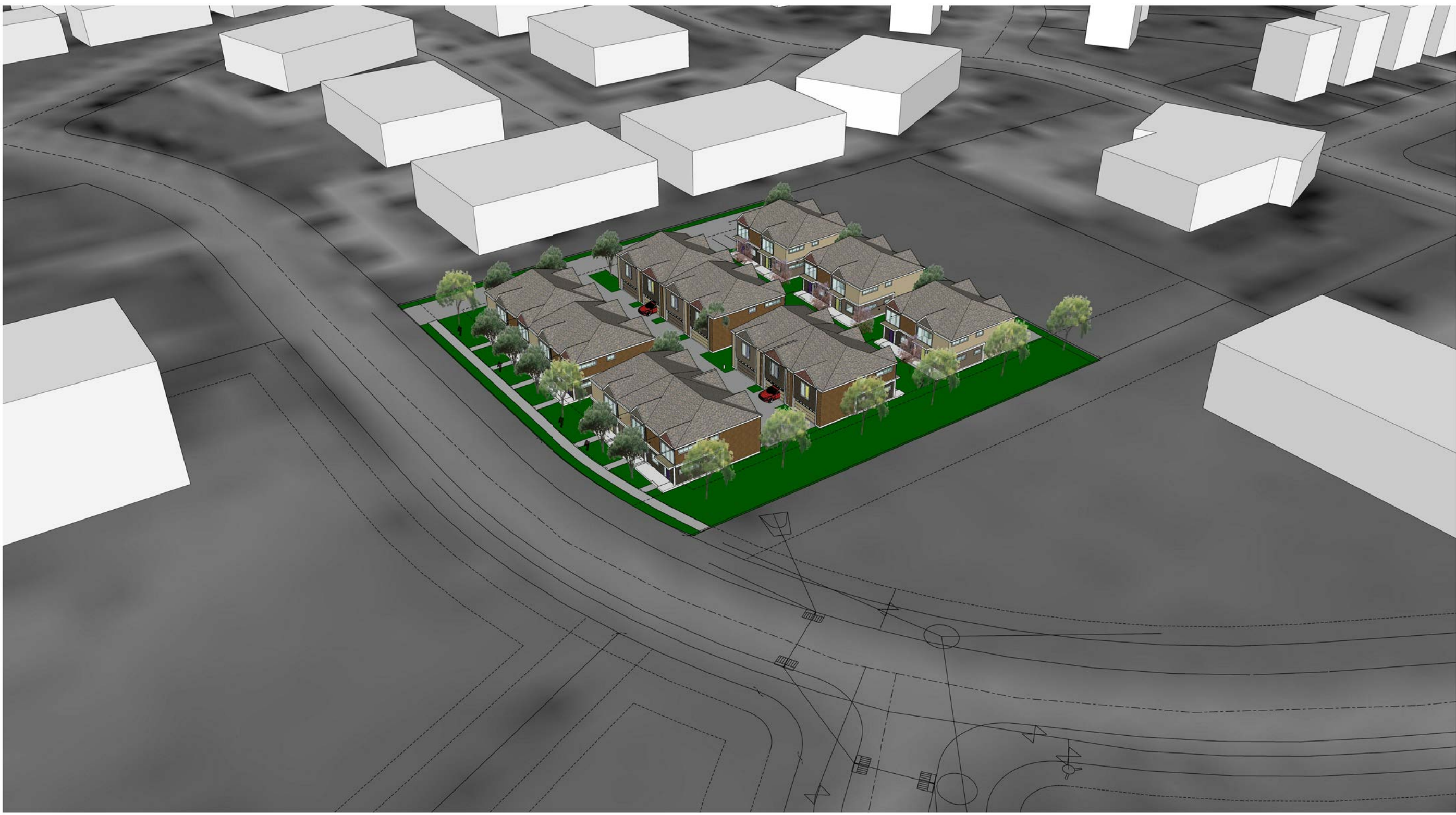
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THIS SHEET CONTAINS COLOR CONTENT - THIS SHEET MUST BE PRINTED IN COLOR TO VIEW CONTENT PROPERLY



4 VIEW FROM SOUTHEAST
NOT TO SCALE



3 VIEW FROM NORTHEAST
NOT TO SCALE

PLEASE NOTE: ALL BUILDING ELEMENTS AND AESTHETICS
SUBJECT TO CHANGE DURING THE OFFICIAL DOCUMENTATION
PROCESS. BUILDINGS SHOWN ARE A PRELIMINARY CONCEPT
AND ARE SHOWN FOR SIZING REPRESENTATION.



2 VIEW FROM SOUTHWEST
NOT TO SCALE



1 VIEW FROM NORTHWEST
NOT TO SCALE

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9/2/2021 2:26:36 PM
SHEET RESPONSIBILITY: Author

REVISIONS:
Description Date No.

OWNER SIGN-OFF:
DATE NAME

THIS SHEET CONTAINS COLOR CONTENT - THIS SHEET MUST BE PRINTED IN COLOR TO VIEW CONTENT PROPERLY

SANAV VENTURE, LLC.

GRIMES CROSSING DEVELOPMENT

LOT 7
550 SE GATEWAY CIR.
GRIMES, IA 50111

PROJECT NO:
20143

DATE:
09/07/2021

SHEET SET:
REZONING
SUBMISSION

SHEET NAME:
MASSING VIEWS AND
ELEVATION STUDIES

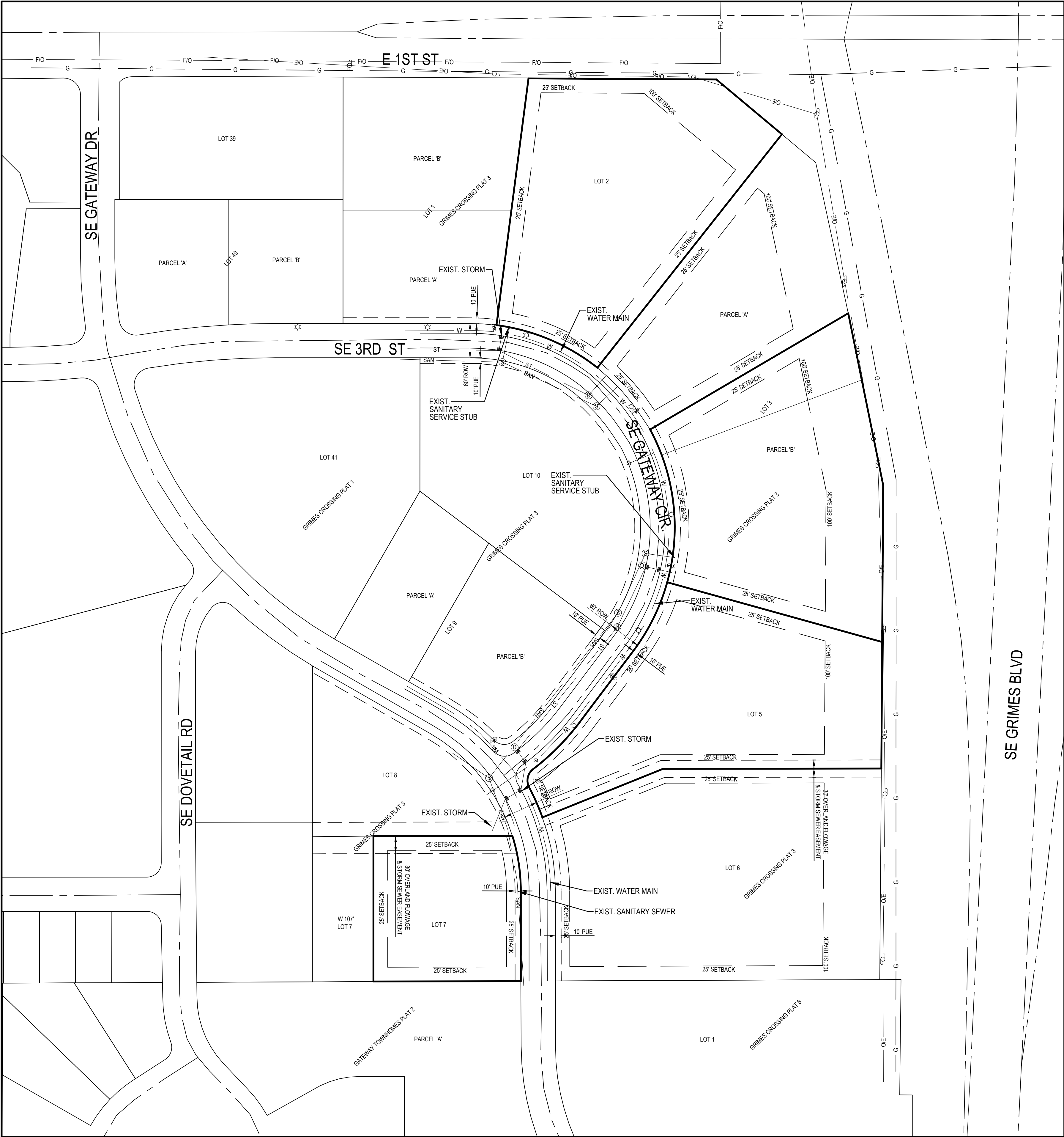
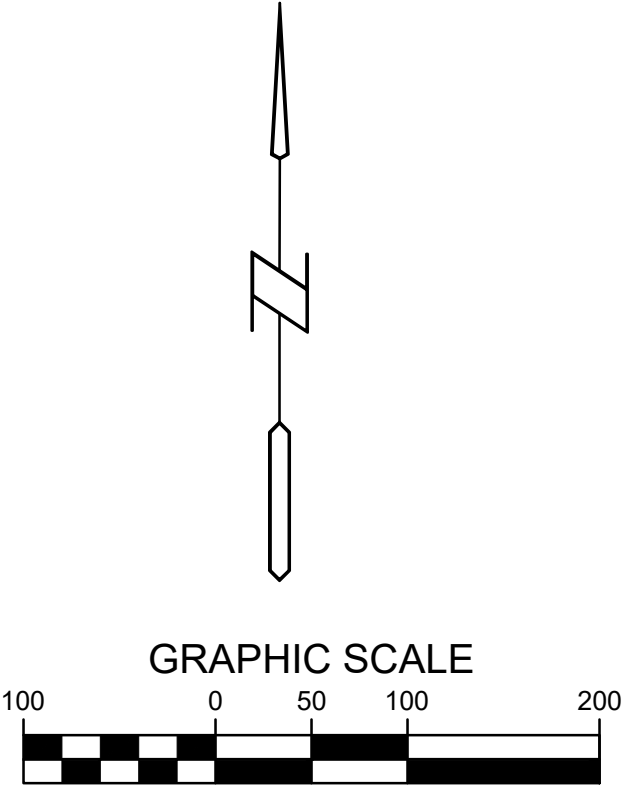
SHEET:

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GRIMES CROSSING PLAT 3 PUBLIC UTILITIES

L:\LAND PROJECTS 2021\210084 GRIMES CROSSING MIXED USE\PLANS\INCHING\210084CONCEPTS.DWG



GRIMES CROSSING MIXED USE
GRIMES, IOWA

REFERENCE NUMBER:
DRAWN BY:
CHECKED BY:
REVISION DATE:
PROJECT NUMBER: 210084
SHEET NUMBER: 1 OF 1

Bishop Engineering
"Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

PETITION TO REZONE PROPERTY WITHIN THE CITY OF GRIMES, IOWA

I (We), the undersigned, Sanav Venture, LLC, own property legally described as follows:

Lot 7, except the west 107 feet thereof, Grimes Crossing Plat 3 to the centerline of SE Gateway Dr, an official plat in the City of Grimes, Polk County, Iowa.”

The undersigned states, in writing that as property owner(s), are petitioning the City of Grimes, Iowa to rezone Lot 7 property from C-2 Commercial District to R-3 High.

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 3th Day of September 2021.

Krishna Bodduluri

KRISHNA BODDULURI

Printed Name



ORDINANCE #753

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 GRIMES CROSSING:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 1.5 acres legally described on Exhibit A (the "Property") from C-2 (General and Highway Service Commercial District) to R-3 High (High Density Multiple Family Dwelling District).

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-3 High 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 Sanav Venture, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 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

Property Description: Lot 7, except the west 107 feet thereof, Grimes Crossing Plat 3, an official plat in the City of Grimes, Polk County, Iowa.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Setting Public Hearing – Rezoning of Property Generally Located North of NW 27th Street and east of NW County Line Road for Willow Hills North

SYNOPSIS:

The applicant, ATI Capitol, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located north of NW 27th Street and east of NW County Line Road. The 40 Acre property is currently Zoned A-1, and is identified as Urban Reserve upon the Future Land Use Plan. The applicant is requesting to rezone the property to R-1 and R-2.

The proposed use is consistent with recent development in the area and staff is supportive of the proposed land use change to Low Density Residential. As such, the applicant has provided a conceptual master plan for the 40-acre site for single-family residential lots and parkland.

The layout provided is only a conceptual rendering of the site. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff is recommending approval of the Resolution Setting the Public Hearing.

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED
REZONING OF PROPERTY GENERALLY LOCATED NORTH OF NW 27TH STREET AND
EAST OF NW COUNTY LINE ROAD FROM A-1 AGRICULTURAL DISTRICT TO R-1
SINGLE FAMILY DWELLING DISTRICT AND R-2 SINGLE AND TWO-FAMILY
DWELLING DISTRICT FOR WILLOW HILLS NORTH

WHEREAS, certain land in the City of Grimes, Iowa, generally located north of NW 27th Street and east of NW County Line Road and legally described on Exhibit A, attached hereto, is currently zoned A-1 (Agricultural District) (the "Property"); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Chapter 165, Section 165.05 by rezoning the Property from A-1 (Agricultural District) to R-1 (Single Family Dwelling District) and R-2 (Single and Two Family Dwelling District), and

WHEREAS, it is the desire of the City Council that the proposed Ordinance, amending the official zoning district map be considered by the Grimes Planning and Zoning Commission and such Commission file its report with the City Council prior to the time established herein for public hearing on the proposed amendment; and

WHEREAS, the proposed Ordinance amending the official zoning district map has been prepared and a public hearing upon the proposed amendment should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa and via Zoom at 5:30 p.m. on the 26th day of October 2021, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Planning and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED AND APPROVED this ____ day of _____, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

R-1 REZONING AREA

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.30 ACRES

R-2 REZONING AREA

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.07 ACRES

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY GENERALLY LOCATED NORTH OF NW 27TH STREET AND EAST OF NW COUNTY LINE ROAD FROM A-1 AGRICULTURAL DISTRICT TO R-1 SINGLE FAMILY DWELLING DISTRICT AND R-2 SINGLE AND TWO FAMILY DWELLING DISTRICT FOR WILLOW HILLS NORTH

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Iowa, and via Zoom at 5:30 p.m. on the 26th day of October 2021, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Chapter 165, Section 165.05 by rezoning certain Property described on Exhibit A from A-1 (Agricultural District) to R-1 (Single Family Dwelling District) and R-2 (Single and Two Family Dwelling District), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT BOUNDARIES OF CHAPTER 165, SECTION 165.05 BY REZONING PROPERTY GENERALLY LOCATED NORTH OF NW 27TH STREET AND EAST OF NW COUNTY LINE ROAD FROM A-1 AGRICULTURAL DISTRICT TO R-1 SINGLE FAMILY DWELLING DISTRICT AND R-2 SINGLE AND TWO FAMILY DWELLING DISTRICT FOR WILLOW HILLS NORTH

For all the particulars of the proposed amendment, see the proposed Ordinance entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes.

All interested persons may appear at the public hearing in person or via Zoom and at such time and place the Grimes City Council will consider any objections to the proposed Ordinance and give all interested persons an opportunity to be heard. Persons wishing to be heard may contact the City Clerk at: RWilliams@grimesiowa.gov 24 hours in advance of the meeting. This notice is given by order of the City Council of the City of Grimes, Iowa.

Exhibit A

R-1 REZONING AREA

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.30 ACRES

R-2 REZONING AREA

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.07 ACRES

Rezoning Exhibit
FOR
Willow Hills North
Grimes, Iowa

Owner
Lemar Koethe
6000 Douglas Ave, Suite 210
Des Moines, IA 50322

Developer
ATI Group
110 SE Grant Street, Suite #101
Ankeny, IA 50021

Zoning
Existing - A-1 Agricultural District
(40.37 acres)
Proposed - R-1 Single Family Dwelling District
(27.30 acres)
R-2 Single and Two Family Dwelling
District
(13.07 acres)

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Brenton Brothers Inc	BEG SW COR SEC 19 THIN N 4260.94F SELY 463.2F S 1478.17F E 1038.4F SELY 3612.6F W 3740.49F TO POB NW FRL 1/4 & SW FRL 1/4 & SE FRL 1/4 LESS .025A RD SEC 19-80-25	8025-19-300-001	POB 190 Dallas Center, IA 50063	8,237,631 sf	429,703 sf	28.2%
2	Lemar Koethe	NW 1/4 NE 1/4 SEC 30-80-25	8025-30-200-001	6000 Douglas Ave, Ste 210 Des Moines, IA 50322	1,742,400 sf	330,728 sf	21.7%
3	Douglas & Diane Wilson	SW 1/4 NE 1/4 LESS 1.39 A ROAD SEC 30-80-25	8025-30-200-003	13423 NW 82nd Ave Grimes, IA 50111	1,681,851 sf	49,042 sf	3.2%
4	Willow Hills LLC	SE 1/4 NW FRL 1/4 LYG NE OF RY LESS RD SEC 30-80-25	8025-30-100-005	3405 SE Crossroads Dr Ste C Grimes, IA 50111	1,676,292 sf	332,453 sf	21.8%
5	Bauman Creek Investments LLC	W FRL 1/2 NW FRL 1/4 LESS 3.39A RD SEC 30-80-25	8025-30-100-001	1005 S 12th St Adel, IA 50003	3,688,095 sf	380,051 sf	25.0%

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) CITY OF GRIMES OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)
3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 8/17/2021
4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA AND SURVEY DATA

R-1 Zoning Area Description

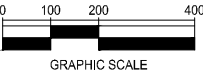
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.30 ACRES.

R-2 Zoning Area Description

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

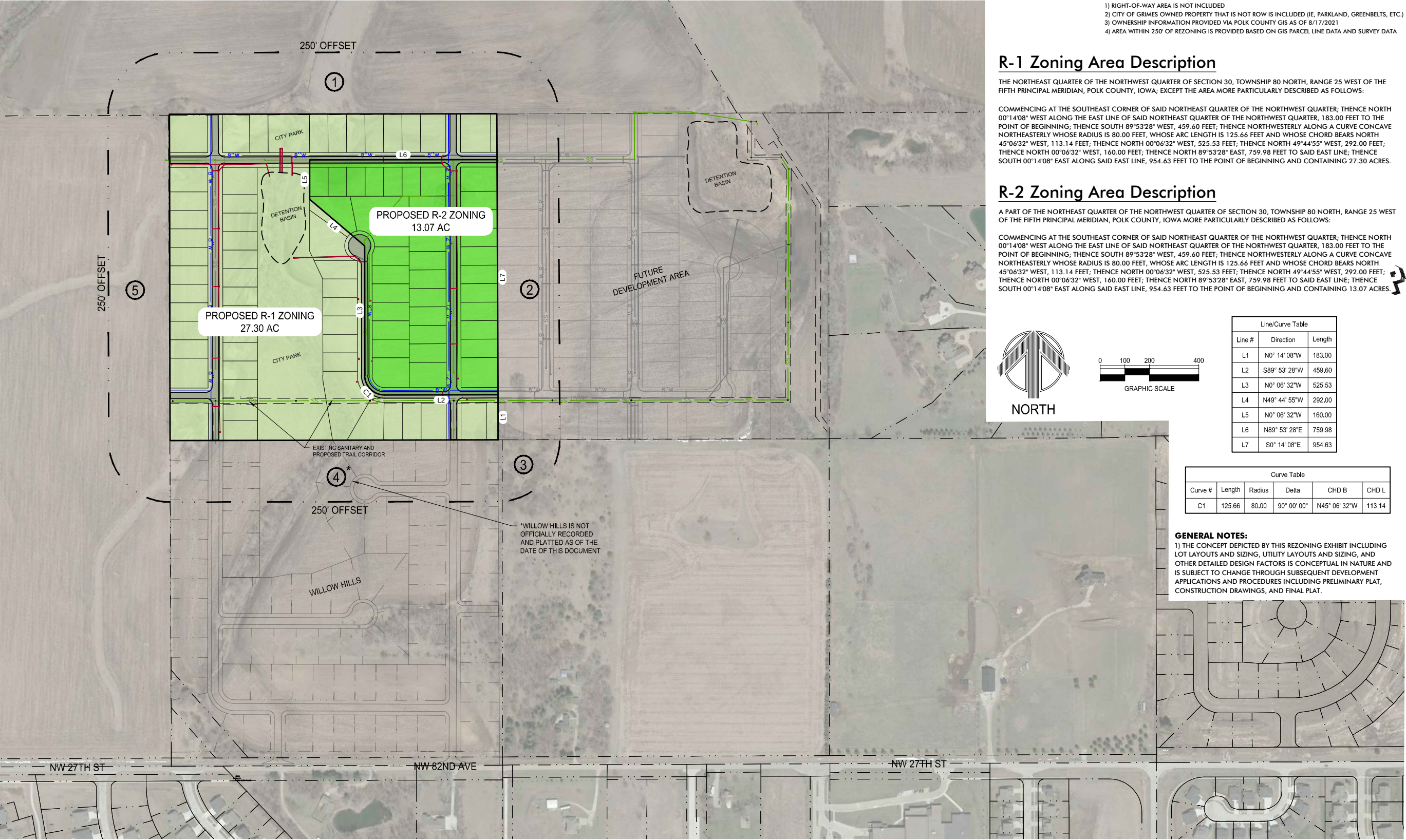
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°14'08" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 183.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'28" WEST, 459.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 80.00 FEET, WHOSE ARC LENGTH IS 125.66 FEET AND WHOSE CHORD BEARS NORTH 45°06'32" WEST, 113.14 FEET; THENCE NORTH 00°06'32" WEST, 525.53 FEET; THENCE NORTH 49°44'55" WEST, 292.00 FEET; THENCE NORTH 00°06'32" WEST, 160.00 FEET; THENCE NORTH 89°53'28" EAST, 759.98 FEET TO SAID EAST LINE; THENCE SOUTH 00°14'08" EAST ALONG SAID EAST LINE, 954.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.07 ACRES.



Line/Curve Table		
Line #	Direction	Length
L1	N0° 14' 08"W	183.00
L2	S89° 53' 28"W	459.60
L3	N0° 06' 32"W	525.53
L4	N49° 44' 55"W	292.00
L5	N0° 06' 32"W	160.00
L6	N89° 53' 28"E	759.98
L7	S0° 14' 08"E	954.63

Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	125.66	80.00	90° 00' 00"	N45° 06' 32"W	113.14

GENERAL NOTES:
1) THE CONCEPT DEPICTED BY THIS REZONING EXHIBIT INCLUDING LOT LAYOUTS AND SIZING, UTILITY LAYOUTS AND SIZING, AND OTHER DETAILED DESIGN FACTORS IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE THROUGH SUBSEQUENT DEVELOPMENT APPLICATIONS AND PROCEDURES INCLUDING PRELIMINARY PLAT, CONSTRUCTION DRAWINGS, AND FINAL PLAT.



building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

PRELIMINARY

WILLOW HILLS NORTH
REZONING EXHIBIT

GRIMES, IOWA
210851
AUGUST 23, 2021

REVISIONS
9/2/2021

ENGINEER
J. BECKER
DRAWN BY
J. BECKER
CHECKED BY
FIELD BOOK NO.

DRAWING NO.
RZ-01
SHEET NO.
1 / 1

McCLURE ENGINEERING COMPANY



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

AGENDA MEMO

Item No. X

For Meeting of September 28, 2021

AGENDA HEADING: James Street Corridor Study – Foth Infrastructure and Environment, LLC Professional Services Agreement Amendment for Additional Scope of Work on NW 8th Street.

SYNOPSIS: The James Street Corridor Study has been moving along over the past year and is nearing completion by Foth Infrastructure and Environment, LLC (Foth). During the duration of this corridor study it was identified that it would be a good idea to look at the segment of NW 8th Street from NW Brookside Drive to N James Street. This amendment to the professional services agreement will provide a speed study, review of pedestrian crossings, pedestrian ramp compliance, development of a technical memorandum including a speed study summary and potential mitigation measures and concept drawings of potential improvements. Foth is scheduled to complete this work over the next month and have it ready for delivery with the rest of the corridor study.

FISCAL IMPACT: The total fee proposed for the additional engineering services is \$11,500, which increases the total engineering services amount to \$142,128. Following our review, this appears to be a reasonable fee for this work.

PREVIOUS COUNCIL ACTION(S): Approval of PSA with Foth for corridor study;

BOARD/COMMISSION ACTION(S):

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

ENGINEERING SERVICES AMENDMENT NO. 1

PROJECT NO. _____

THIS AMENDMENT, made and entered into this 28th day of September, 2021 by and between, the **CITY OF GRIMES, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Engineer", for professional services in connection with a Corridor Study including corridor operational analysis, public information meeting(s), conceptual roadway design and Capital Improvement Planning (CIP) for the James Street corridor from N 27th Street to S 37th Street in Grimes, Iowa hereby amends the original Agreement dated August 11, 2020 to include additional services associated with the following tasks:

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available pertinent existing data.

The Consultant shall provide the following basic services regarding the Project:

A. NW 8th Street Speed Study

The Consultant shall perform a speed study on NW 8th Street from NW Brookside Dr to N James St. Included as part of this task is:

- a. Deployment of four radar units to capture speed and traffic volumes for a period of seven days.
- b. Processing of the speed and traffic volume data.
- c. Review of pedestrian crossing locations and pedestrian ramps for compliance with accepted regulations.
- d. Development of a technical memorandum including a speed study summary and identification of potential mitigation measures.
- e. Concept drawings of potential improvements, if needed.

In consideration for these services, the City agrees to increase the compensation for services performed by the Consultant. These fees are based on the standard hourly rates of the Consultant's personnel engaged in the performance of the services, plus direct out-of-pocket costs for expenses incurred by personnel who are engaged in the work and other direct costs. The total Hourly Not-to-Exceed fees for the professional engineering services as described in this amendment are as follows:

I. Basic Services of the Consultant

A. NW 8 th Street Speed Study	\$ 11,500.00
Total	\$ 11,500.00

THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement represents the entire and integrated AGREEMENT between the City and Engineer.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.

CITY OF GRIMES, IOWA

By: Patrick P. Kueter

By: _____

Patrick P. Kueter, Director

WITNESS

By: Molly D. Long

Molly D. Long, Lead Engineer

ATTEST

By: _____



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING: Silkwood Area Drainage Improvements – Nilles Associates, Inc. Professional Services Agreement Amendment for engineering construction services and storm sewer easement assistance.

SYNOPSIS: The Silkwood Area Drainage Improvements project was bid and the construction contract recently awarded, which moved the project from the design phase to the construction phase. The PSA with Nilles Associates, Inc. (Nilles) was setup to add the engineering services required during construction after award of the construction contract. Nilles will be providing the following engineering construction services: construction administration, staking, observation and post construction items, with additional services for preparation of storm sewer easement documents. The preconstruction meeting will be held soon and the construction schedule is to start at the end of September or first week of October with project substantial completion this fall and final completion for restoration next the spring.

FISCAL IMPACT: The total fee proposed for the construction engineering and easement preparation services is \$49,650, which increases the total engineering services amount to \$78,250. Following our review, this appears to be a reasonable fee for this work.

PREVIOUS COUNCIL ACTION(S): Approval of PSA with Nilles for drainage study; Approval of PSA Amendment with Nilles for design and bidding services; construction contract award; and authorizing construction contract & bonds.

BOARD/COMMISSION ACTION(S):

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

AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
Amendment No. 2

The Effective Date of this Amendment is: September 28, 2021.

Background Data

Effective Date of Agreement: April 27, 2021

City: City of Grimes, IA

Consultant: Nilles Associates, Inc.

Project: Silkwood Area Drainage Study

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Section 3. COMPENSATION

Attachment 1 – Scope of Services

City and Consultant hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

CITY: City of Grimes, IA

CONSULTANT: Nilles Associates, Inc.

By: _____

Print _____

name: Scott Mikkelsen

Title: Mayor

Date Signed: September 28, 2021

By:  _____

Print _____

name: John Nilles

Title: Pres.

Date Signed: September 28, 2021

Section 3. COMPENSATION of the Agreement is amended to include the following:

A.1.c.	<u>SEE ATTACHMENT 1</u>	\$49,650
	<u>Total</u>	\$78,250

ATTACHMENT 1 – SCOPE OF SERVICES of the Agreement is amended to include the following:

PART 1 – BASIC SERVICES

A1.01 *Amend Professional Services to include the following work items: storm sewer easement preparation.*

A. Engineer shall:

8. Provide storm sewer easement documents for all lots associated with the proposed storm sewer improvements.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of a RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Pre-Construction Conference:* Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.
4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. *Construction Staking:* As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced

and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- 7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 8. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform

Owner of such incompatibility, and provide recommendations for addressing such Work.

9. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
10. **[NOT USED]**
11. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
12. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
13. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
14. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
15. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
16. *Inspections and Tests:*
 - a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- 17. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- 18. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to

supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

19. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

20. *Substantial Completion:* N/A

21. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

a) N/A

22. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

23. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article

3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Prepare and furnish to Owner record drawings showing appropriate information based on project annotated record documents received from Contractor. Provide survey-grade X, Y, Z data and feature type identifier for all manholes provided in a tabular text file format. This will include an 11x17 paper copy, a PDF copy, and a CAD file with street and utility linework.
 - b. Detailed post-construction topographic surveys are not included.

B. The Post-Construction Phase services may commence during the Construction Phase.

PART 2 – COMPENSATION

Section 3. COMPENSATION of the Agreement is modified to include the following:

The compensation for services shall be increased by \$49,650 based on the following estimated distribution of compensation:

Easement Documents	\$9,000
Construction Phase	\$40,650

The total compensation for services under Section 3. COMPENSATION is revised to be \$78,250.

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 #: 273219 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2820

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: June 24, 2021 Through: July 23, 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:	\$	71,219.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	71,219.10	
Less previous applications for payment:	\$	62,947.10	
SUBTOTAL	\$		8,272.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,272.00

Balance to finish, including retainage: \$ 34,380.90

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 Bolton & Menk, Inc.

Signature Date 9.21.21

City of Grimes Staff Approval:

Signature Date 9-22-21

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	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	July 13, 2021	\$ 7,035.00	269819
9	August 10, 2021	\$ 9,330.50	271702
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TOTAL \$ 62,947.10

Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

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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:	-



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

July 23, 2021
Project No: A13.122607
Invoice No: 0273219
Client Account: GRIMES_CI_IA

Grimes/Highway 44 Corridor Study

Corridor Study (001)

Professional Services

	Hours	Amount	
Principal	10.00	1,600.00	
Design Engineer	24.00	2,520.00	
Project Engineer	18.50	2,415.00	
Senior Planner	6.50	897.00	
Senior Project Engineer	5.00	840.00	
Totals	64.00	8,272.00	
Total Labor			8,272.00
	Total this Task		\$8,272.00
	Total this Invoice		\$8,272.00

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 #: 273218 **PO #**
Original Contract Date: October 22, 2019 **Vendor #** 2820

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 20
PAYMENT PERIOD: From: June 24, 2021 Through: July 23, 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:	\$	184,129.40	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	184,129.40	
Less previous applications for payment:	\$	160,090.90	
SUBTOTAL	\$		24,038.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 24,038.50

Balance to finish, including retainage: \$ 276,065.60

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:

Bolton & Menk, 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	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	July 13, 2021	\$ 21,853.00
19	August 10, 2021	\$ 10,243.50
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Previous Applications for Payment

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TOTAL \$ 160,090.90

Record of Change Orders

No.	Date	Amount
1	May 11, 2021	\$ 174,195.00
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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:	-



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

July 23, 2021
Project No: A13.120005
Invoice No: 0273218
Client Account: GRIMES_CI_IA

Grimes/Highway 44 & SW Co Line Road

Highway 44 & SW County Line Road Intersection Improvements

Consultant Services (001)

Professional Services

	Hours	Amount	
Principal	2.00	320.00	
Administrative	13.00	936.00	
Specialist	1.00	120.00	
Project Engineer	1.00	135.00	
Senior Project Engineer	2.50	420.00	
Totals	19.50	1,931.00	
Total Labor			1,931.00
	Total this Task		\$1,931.00

Construction Services (002)

Professional Services

	Hours	Amount	
Principal	12.00	1,920.00	
Design Engineer	37.00	4,810.00	
Project Engineer	26.00	3,380.00	
Survey Technician	17.50	1,137.50	
Technician	148.50	10,860.00	
Totals	241.00	22,107.50	
Total Labor			22,107.50
	Total this Task		\$22,107.50
	Total this Invoice		\$24,038.50

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 146508 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2628

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: July 31, 2021 Through: August 27, 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:	\$	42,516.90	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	42,516.90	
Less previous applications for payment:	\$	40,881.90	
SUBTOTAL	\$		1,635.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,635.00

Balance to finish, including retainage: \$ 17,483.10

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
 September 16, 2021
 9-22-21

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 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	July 13, 2021	\$ 2,177.00
9	August 10, 2021	\$ 5,218.98
10	September 14, 2021	\$ 5,101.52
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Previous Applications for Payment

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TOTAL \$ 40,881.90

Record of Change Orders

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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

September 15, 2021
 Project No: 200807
 Invoice No: 146508
 Invoice Total: \$1,635.00

Project 200807 Grimes, IA - Pavement Management Program

Professional Services Through August 27, 2021

Phase 1000 Project Management & Meetings

Professional Personnel

	Hours	Amount	
Senior Professional	1.50	315.00	
Totals	1.50	315.00	
Total Labor			315.00
Total this Phase			\$315.00

Phase 4000 Pavement Rehabilitation and Reconstruction Treatment Strategies

Professional Personnel

	Hours	Amount	
Junior Professional	2.00	220.00	
Totals	2.00	220.00	
Total Labor			220.00
Total this Phase			\$220.00

Phase 5000 Plan for Improvements

Professional Personnel

	Hours	Amount	
Junior Professional	10.00	1,100.00	
Totals	10.00	1,100.00	
Total Labor			1,100.00
Total this Phase			\$1,100.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,635.00	40,881.90	42,516.90
Limit			50,000.00
Remaining			7,483.10
Total this Invoice			\$1,635.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SOUTH SPORTS COMPLEX-IRRIGATIONPROJECT
Contractor: IRRIGATION IOWA LLC
Address: 103 N 5TH AVE, HUXLEY, IA 50124
Finance Budget Code: 357-430-6499 **Finance Project #**
Vendor Project or Invoice #: 2011 **PO #**
Original Contract Date: April 27, 2021 **Vendor #** 4028

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: August 25, 2021 Through: September 21, 2021

Contract Summary

Original Contract Amount:	\$	174,451.00	
Net change by Change Orders:	\$	5,955.00	
Contract Amount to Date: (line 1 ± 2)	\$		180,406.00
 Total completed and stored to date:	\$	143,602.85	
Retainage: 5 % of Completed Work:	\$	7,180.14	
Total Earned less Retainage:	\$		136,422.71
Less previous applications for payment:	\$		102,370.71
SUBTOTAL			\$ 34,052.00

OTHER CHARGES (Attach an Itemized list)

CURRENT PAYMENT DUE

Balance to finish, including retainage: \$ 43,983.29
 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: IRRIGATION IOWA LLC
 Signature: [Signature] Firm Name: IRRIGATION IOWA LLC Date: 9-16-21
Engineer / Consultant Approval: Heritage Landscape Supply
 Signature: [Signature] Firm Name: Heritage Landscape Supply Date: 9/16/21
City of Grimes Staff Approval: [Signature] Date: 9-22-21
City of Grimes Council Approval: _____ 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: 9/16/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

APPLICATION #4

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	RAINBIRD ESPXLIVMP CONTROLLER	1	1.00	-	1.00	\$ 1,641.81	\$ 1,641.81	1.00	\$ 1,641.81	-	100.00%
2	RAINBIRD IQ4GUSA CELL CARD	1	1.00	-	1.00	\$ 1,634.14	\$ 1,634.14	1.00	\$ 1,634.14	-	100.00%
3	RAINBIRD RAIN SENSOR	1	1.00	-	1.00	\$ 57.92	\$ 57.92	1.00	\$ 57.92	-	100.00%
4	RAINBIRD SENSOR DECODER	1	1.00	-	1.00	\$ 101.41	\$ 101.41	1.00	\$ 101.41	-	100.00%
5	RAINBIRD SURGE PROTECTORS	7	7.00	-	7.00	\$ 48.85	\$ 341.95	7.00	\$ 341.95	-	100.00%
6	GROUND ROD AND CLAMP	7	7.00	-	7.00	\$ 31.41	\$ 219.84	177/1900	\$ 219.84	-	100.00%
7	PAIGE SWITCH	2	2.00	-	2.00	\$ 124.14	\$ 248.28	2.00	\$ 248.28	-	100.00%
8	RAIBIRD 1 1/2" VALVES	44	44.00	-	44.00	\$ 179.63	\$ 7,903.83	44.00	\$ 7,903.83	-	100.00%
9	RAINBIRD 2" VALVE	3	3.00	-	3.00	\$ 223.98	\$ 671.93	3.00	\$ 671.93	-	100.00%
10	1 1/2" BALL VALVE	44	44.00	-	44.00	\$ 12.10	\$ 532.56	44.00	\$ 532.56	-	100.00%
11	2" BALL VALVE	3	3.00	-	3.00	\$ 25.36	\$ 76.08	3.00	\$ 76.08	-	100.00%
12	RAINBIRD QUICK COUPLER	7	7.00	-	7.00	\$ 87.00	\$ 609.03	7.00	\$ 609.03	-	100.00%
13	4" ISOLATION VALVE	4	4.00	-	4.00	\$ 324.03	\$ 1,296.14	4.00	\$ 1,296.14	-	100.00%
14	2 1/2" ISOLATION VALVE	6	6.00	-	6.00	\$ 159.26	\$ 955.55	6.00	\$ 955.55	-	100.00%
15	10" VALVE BOX	17	17.00	-	17.00	\$ 16.78	\$ 285.34	17.00	\$ 285.34	-	100.00%
16	JUMBO VALVE BOX	47	47.00	-	47.00	\$ 60.55	\$ 2,846.03	47.00	\$ 2,846.03	-	100.00%
17	RAINBIRD 5004 PC	34	34.00	-	34.00	\$ 18.18	\$ 618.19	34.00	\$ 618.19	-	100.00%
18	3W" SWING JOINT	34	34.00	-	34.00	\$ 14.80	\$ 503.10	34.00	\$ 503.10	-	100.00%
19	RAINBIRD 6504 PC	165	165.00	-	165.00	\$ 30.60	\$ 5,049.48	165.00	\$ 5,049.48	-	100.00%
20	RAINBIRD 6504 PC SS	31	31.00	-	31.00	\$ 41.57	\$ 1,288.70	31.00	\$ 1,288.70	-	100.00%
21	1" SWING JOINT	196	196.00	-	196.00	\$ 15.00	\$ 2,940.00	196.00	\$ 2,940.00	-	100.00%
22	1 1/4" PVC	6400	6,400.00	-	6,400.00	\$ 0.41	\$ 2,606.72	6,400.00	\$ 2,606.72	-	100.00%
23	1 1/2" PVC	1980	1,980.00	-	1,980.00	\$ 0.50	\$ 980.30	1,980.00	\$ 980.30	-	100.00%
24	2" PVC	3760	3,760.00	-	3,760.00	\$ 0.70	\$ 2,650.42	3,760.00	\$ 3,760.00	-	100.00%
25	2 1/2" PVC	1700	1,700.00	-	1,700.00	\$ 1.09	\$ 1,851.30	1,700.00	\$ 1,851.30	-	100.00%
26	4" PVC	660	660.00	-	660.00	\$ 2.67	\$ 1,763.52	660.00	\$ 1,763.52	-	100.00%
27	DECODER WIRE	4000	4,000.00	-	4,000.00	\$ 0.35	\$ 1,410.40	4,000.00	\$ 1,410.40	-	100.00%
28	4" PVC FITTINGS	1	1.00	-	1.00	\$ 263.86	\$ 263.86	1.00	\$ 263.86	-	100.00%
29	MISC. VALVE BOX PARTS	1	1.00	-	1.00	\$ 1,264.85	\$ 1,264.85	1.00	\$ 1,264.85	-	100.00%
30	MISC. FITTINGS	1	1.00	-	1.00	\$ 5,100.00	\$ 5,100.00	1.00	\$ 5,100.00	-	100.00%
31	DURA 1" SWING JOINT X BRASS	7	7.00	-	7.00	\$ 41.91	\$ 293.40	7.00	\$ 293.40	-	100.00%
32	IRRIGATION LABOR	1	1.00	-	1.00	\$ 49,834.92	\$ 49,834.92	0.70	\$ 34,884.44	0.30	70.00%
33	BOND	1	1.00	-	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	-	100.00%
34	MACHINE RENTAL	1	1.00	-	1.00	\$ 5,500.00	\$ 5,500.00	0.70	\$ 3,850.00	0.30	70.00%
35	SLEEVE MATERIAL	1	1.00	-	1.00	\$ 1,420.00	\$ 1,420.00	1.00	\$ 1,420.00	-	100.00%
36	SLEEVE LABOR	1	1.00	-	1.00	\$ 954.00	\$ 954.00		\$ -	1.00	0.00%
37	PUMP STATION	1	1.00	-	1.00	\$ 31,136.00	\$ 31,136.00	1.00	\$ 31,136.00	-	100.00%
38	CONCRETE PAD	1	1.00	-	1.00	\$ 1,000.00	\$ 1,000.00		\$ -	1.00	0.00%
39	PUMP LABOR	1	1.00	-	1.00	\$ 10,875.00	\$ 10,875.00		\$ -	1.00	0.00%
40	HUB	1	1.00	-	1.00	\$ 13,355.00	\$ 13,355.00	1.00	\$ 13,355.00	-	100.00%
41	HUB LABOR	1	1.00	-	1.00	\$ 5,030.00	\$ 5,030.00		\$ -	1.00	0.00%
42	TRAINING	1	1.00	-	1.00	\$ 640.00	\$ 640.00		\$ -	1.00	0.00%
43	TRNCH BACKFILL AND COMPACTION	1	1.00	-	1.00	\$ 3,200.00	\$ 3,200.00	0.40	\$ 1,280.00	0.60	40.00%
44	CHANGE ORDER #1 3" BACKFLOW	1	1.00	-	1.00	\$ 5,955.00	\$ 5,955.00	0.85	\$ 5,061.75	0.15	85.00%
45						\$ -	\$ -		\$ -	-	0.00%
46						\$ -	\$ -		\$ -	-	0.00%
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66						\$ -	\$ -		\$ -	-	0.00%
67						\$ -	\$ -		\$ -	-	0.00%
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72						\$ -	\$ -		\$ -	-	0.00%
73						\$ -	\$ -		\$ -	-	0.00%
74						\$ -	\$ -		\$ -	-	0.00%
75						\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 180,406.00

\$ 143,602.85

-20.40%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 22, 2021	\$ 39,438.16
2	July 27, 2021	\$ 35,064.15
3	August 24, 2021	\$ 27,868.40
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 102,370.71

Record of Change Orders

No.	Date	Amount
1	August 24, 2021	\$ 5,955.00
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TOTAL \$ 5,955.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 27th, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Iowa Irrigation
103 N 5th Ave, Suite E
Huxley, IA 50124
515-650-4167
Info@iowairrigation.com
www.iowairrigation.com



INVOICE

BILL TO

JEREMIAH THAYER
GRIMES ATHLETIC FIELDS
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO

JEREMIAH THAYER
GRIMES ATHLETIC FIELDS
750 S. JAMES ST
GRIMES, IA 50111

INVOICE # 3085**DATE** 09/16/2021**DUE DATE** 10/01/2021**TERMS** Net 15

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/21/2021	COMMERCIAL INSTALL	INSTALLATION OF AN AUTOMATIC IRRIGATION SYSTEM WO #19440	1	35,844.21	35,844.21

- Thank you
We appreciate your business and look
forward to serving you again soon.

BALANCE DUE**\$35,844.21**

***Iowa Irrigation has a new phone
number, please take a moment to update
your records. Thanks***



MTI DISTRIBUTING
4830 Azelia Ave N, Suite 100
Brooklyn Center, MN 55429-3836
Phone: 763-592-5600
www.mtidistributing.com

Ack Date	Taken By	Order #
8/10/21	chrp	1318210-00
PO #		Page #
Grimes		1 of 1

Bill To	Customer #	8802459	Ship To	1
Iowa Irrigation Irrigation - IA, LLC 103 N 5th Ave Huxley, IA 50124-9415			Iowa Irrigation Irrigation - IA, LLC 103 N 5th Ave Huxley, IA 50124-9415	

Notes		Instructions	
Ship Point	Via	Payment	
GRIMES, IA	Will Call	Net 30 Days	

Line	Product	Description	Order Qty	Qty UM	Unit Price	Amount(Net)
1	fe860-3	3" 860 RP W/NRS GATE LEAD FREE (LF860-NRS)	1	E	4,200.00	4,200.00
2	gn30ffg	3"NON-ASBESTOS FULL FACE	2	E	2.79	5.58
3	mi5/8x3	5/8"X3" BOLT	8	E	1.20	9.60
4	mi5/8hx	5/8" HEX NUT	8	E	0.26	2.08
5	HF820425	DUCTILE 4" VALVE TO PIPE RESTRAINT	4	E	198.47	793.88
5	Lines Total	Total Order Quantity	23.00		Subtotal	5,011.14
					Taxes	0.00
					Total	5,011.14

Title and risk of loss transfers upon FOB shipping point.



Count on it.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: New 1.5 MG Elevated Storage Tower - Construction Phase
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 323-810-6407 **Finance Project #**
Vendor Project or Invoice #: 135649 **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2830

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: August 1, 2021 Through: August 28, 2021

Contract Summary

Original Contract Amount:	\$	218,080.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	218,080.00	
Total completed and stored to date:	\$	206,986.91	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	206,986.91	
Less previous applications for payment:	\$	206,272.60	
SU ## ##			\$ 714.31

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 714.31

Balance to finish, including retainage: \$ 11,093.09

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Name

Kieran Dallen

9/28/2021

Signature

Date

City of Grimes Staff Approval:

Signature

Matthew Ahrens

9-23-21

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
1	October 22, 2019	\$ 9,697.00
2	January 14, 2020	\$ 50,943.10
3	February 11, 2020	\$ 11,164.00
4	March 24, 2020	\$ 3,948.50
5	April 28, 2020	\$ 10,193.00
6	May 26, 2020	\$ 14,840.00
7	June 23, 2020	\$ 23,807.00
8	July 14, 2020	\$ 19,005.00
9	August 25, 2020	\$ 11,215.00
10	September 22, 2020	\$ 15,214.00
11	October 13, 2020	\$ 6,698.00
12	November 24, 2020	\$ 7,030.50
13	January 12, 2021	\$ 8,201.00
14	February 23, 2021	\$ 6,374.00
15	March 23, 2021	\$ 337.50
16	April 27, 2021	\$ 872.50
17	May 25, 2021	\$ 1,652.50
18	June 22, 2021	\$ 3,120.00
19	August 10, 2021	\$ 495.00
20	August 24, 2021	\$ 1,465.00
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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

TOTAL \$ 206,272.60



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2021
Project No: 0000191105-000
Invoice No: 135649
Due Date: September 30, 2021

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

Professional Services from August 1, 2021 to August 28, 2021

Phase K. Construction Administration

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administrations	80,400.00	99.50	79,998.00	79,998.00	0.00
Total Fee	80,400.00		79,998.00	79,998.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase M. Resident Project Representative

	Hours	Rate	Amount
On-Site Representative II	2.00	145.00	290.00
Totals	2.00		290.00
Total Labor			290.00

Reimbursable Miles 41.81

	Current	Prior	To-Date
Total Billings	331.81	117,642.20	117,974.01
Contract Limit (not-to-exceed)			120,000.00
Contract Limit Remaining			2,025.99
Total this Phase			\$331.81

Phase Q. Record Drawings

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

Phase T. SRF Loan Application & Administrative Services

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

Project	0000191105-000	Grimes - New 1.5 MG Elevated Storage	Invoice	135649
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	Hours	Rate	Amount	
Project Coordinator	4.25	90.00	382.50	
Totals	4.25		382.50	
Total Labor				382.50
	Current	Prior	To-Date	
Total Billings	382.50	7,852.50	8,235.00	
Contract Limit (not-to-exceed)			8,400.00	
Contract Limit Remaining			165.00	
		Total this Phase		\$382.50
		Total Due this Invoice		\$714.31

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reverse Osmosis Water Treatment Plant - Phase 1
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 324-810-6407 **Finance Project #**
Vendor Project or Invoice #: 135648 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: August 1, 2021 Through: August 28, 2021

Contract Summary

Original Contract Amount:	\$	1,183,985.00	
Net change by Change Orders:	\$	63,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,247,485.00	
Total completed and stored to date:	\$	1,186,392.28	
Retainage: 5 % of Completed Work:			
Tot April 27, 2021	\$	1,186,392.28	
Less previous applications for payment:	\$	1,165,891.39	
SUBTOTAL			\$ 20,500.89
## ##			
OT ## ##			\$ -
CURRENT PAYMENT DUE			\$ 20,500.89

Balance to finish, including retainage: \$ 61,092.72

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

9/28/2021

Date

City of Grimes Staff Approval:

Signature

9-23-21

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
1	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February 11, 2020	\$ 46,089.20
5	March 24, 2020	\$ 67,693.38
6	April 28, 2020	\$ 45,078.45
7	May 26, 2020	\$ 59,753.25
8	June 23, 2020	\$ 61,876.53
9	July 14, 2020	\$ 57,086.05
10	August 25, 2020	\$ 49,286.35
11	September 22, 2020	\$ 78,042.73
12	October 13, 2020	\$ 54,561.40
13	November 24, 2020	\$ 58,119.25
14	January 12, 2021	\$ 153,484.26
15	February 23, 2021	\$ 56,349.99
16	March 23, 2021	\$ 55,774.60
17	April 27, 2021	\$ 43,954.59
18	May 25, 2021	\$ 42,002.25
19	June 22, 2021	\$ 37,325.05
20	August 1, 2021	\$ 21,294.71
21	August 24, 2021	\$ 33,426.00
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Previous Applications for Payment

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TOTAL \$ 1,165,891.39

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 28,500.00
2	November 11, 2020	\$ 35,000.00
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TOTAL \$ 63,500.00

Contract Time Remaining

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



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2021
Project No: 0000190904-000
Invoice No: 135648
Due Date: September 30, 2021

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

Professional Services from August 1, 2021 to August 28, 2021

Phase H. Value Engineering/Design Thoroughness Review

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

Phase I. Advertising, Bidding, Contract Award

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

Phase J. Paper Copies of Final Project Documents

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

Phase K. Construction Administration

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

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	135648
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	557,700.00	94.60	527,584.20	520,891.80	6,692.40
Total Fee	557,700.00		527,584.20	520,891.80	6,692.40
Total Fee					6,692.40
Total this Phase					\$6,692.40

Phase	L.	Construction Staking			
			Current	Prior	To-Date
Total Billings			0.00	19,498.18	19,498.18
Contract Limit (not-to-exceed)					20,570.00
Contract Limit Remaining					1,071.82
Total this Phase					0.00

Phase	M.	Resident Project Representative			
			Hours	Rate	Amount
On-Site Representative II			106.00	145.00	15,370.00
Totals			106.00		15,370.00
Total Labor					15,370.00
Reimbursable Expenses					
R - Per Diem					26.60
Total Reimbursables					26.60

Reimbursable Miles					
					280.98
			Current	Prior	To-Date
Total Billings			15,677.58	465,501.41	481,178.99
Contract Limit (not-to-exceed)					478,500.00
Amount Adjusted this Period					-2,678.99
Total this Phase					\$12,998.59

Phase	Q.	Record Drawings			
Total this Phase					0.00

Phase	T.	SRF Loan Administration			
			Hours	Rate	Amount
Project Coordinator			9.00	90.00	810.00
Totals			9.00		810.00
Total Labor					810.00
			Current	Prior	To-Date
Total Billings			810.00	15,805.00	16,615.00
Contract Limit (not-to-exceed)					20,280.00
Contract Limit Remaining					3,665.00
Total this Phase					\$810.00

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

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	135648
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Room Re-Design	28,500.00	100.00	28,500.00	28,500.00	0.00
Total Fee	28,500.00		28,500.00	28,500.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase W. Electrical Component Re-Design

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Component Re-Design	35,000.00	100.00	35,000.00	35,000.00	0.00
Total Fee	35,000.00		35,000.00	35,000.00	0.00
Total Fee					0.00
Total this Phase					0.00
Total Due this Invoice					\$20,500.99

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: September 28, 2021 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: July 25, 2021 Through: August 28, 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:	\$	45,950.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	45,950.00	
Less previous applications for payment:	\$	37,965.00	
SUBTOTAL	\$		7,985.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,985.00

Balance to finish, including retainage: \$ -

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 Jungren

Firm Name

9/8/2021

Signature Date

City of Grimes Staff Approval:

Matt Ahrens

9-23-21

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	July 13, 2021	\$ 16,230.00
3	September 14, 2021	\$ 19,385.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 37,965.00

Record of Change Orders

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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

September 3, 2021
Invoice No: R09410009.0 - 4

Project Manager 00-50-203
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: \$7,985.00

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

Professional Services from July 25, 2021 to August 28, 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	4,700.00	0.00
Total Fee	4,700.00		4,700.00	4,700.00	0.00
Total Fee					0.00
Total this Phase					0.00

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	5,900.00	0.00
Total Fee	5,900.00		5,900.00	5,900.00	0.00
Total Fee					0.00
Total this Phase					0.00

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	4
Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice		
Preliminary Design	21,050.00	100.00	21,050.00	21,050.00	0.00		
Total Fee	21,050.00		21,050.00	21,050.00	0.00		
Total Fee							0.00
Total this Phase							0.00
Phase	400	Final Design Phase					
Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice		
Final Design	6,200.00	100.00	6,200.00	4,650.00	1,550.00		
Total Fee	6,200.00		6,200.00	4,650.00	1,550.00		
Total Fee							1,550.00
Total this Phase							\$1,550.00
Phase	500	Bidding Phase					
Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice		
Bidding	2,550.00	100.00	2,550.00	0.00	2,550.00		
Total Fee	2,550.00		2,550.00	0.00	2,550.00		
Total Fee							2,550.00
Total this Phase							\$2,550.00
Phase	600	Project Administration					
Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice		
Project Admin	5,550.00	100.00	5,550.00	1,665.00	3,885.00		
Total Fee	5,550.00		5,550.00	1,665.00	3,885.00		
Total Fee							3,885.00
Total this Phase							\$3,885.00
AMOUNT DUE THIS INVOICE:							<u>\$7,985.00</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: 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: September 28, 2021 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: 07/25/201 Through: 08/28/2021

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:	\$	82,055.64	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	82,055.64	
Less previous applications for payment:	\$	76,625.64	
SUBTOTAL	\$	5,430.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 5,430.00

Balance to finish, including retainage: \$ 2,984.36

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

Nichole Sengren

09/08/2021

Signature

Date

City of Grimes Staff Approval:

Matt Ahrens

9-23-21

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	May 11, 2021	\$ 26,691.94
2	June 8, 2021	\$ 23,769.70
3	July 13, 2021	\$ 13,654.00
4	September 14, 2021	\$ 12,510.00
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Previous Applications for Payment

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TOTAL \$ 76,625.64

Record of Change Orders

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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

September 3, 2021

Invoice No: R09410007.0 - 5

Project Manager 00-50-203
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: \$5,430.00

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

Professional Services from July 25, 2021 to August 28, 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	5
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Final Design		24,380.00	100.00	24,380.00	24,380.00	0.00	
Total Fee		24,380.00		24,380.00	24,380.00	0.00	
Total Fee							0.00
				Total this Phase			0.00

Phase	400	Bidding					
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Bidding		2,360.00	100.00	2,360.00	590.00	1,770.00	
Total Fee		2,360.00		2,360.00	590.00	1,770.00	
Total Fee							1,770.00
				Total this Phase			\$1,770.00

Phase	500	Project Administration					
Description		Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice	
Project Administration		7,320.00	100.00	7,320.00	3,660.00	3,660.00	
Total Fee		7,320.00		7,320.00	3,660.00	3,660.00	
Total Fee							3,660.00
				Total this Phase			\$3,660.00

Phase	600	Water Service Inspections					
				Total this Phase			0.00
				AMOUNT DUE THIS INVOICE:		<u><u>\$5,430.00</u></u>	
Outstanding Invoices							
Number		Date		Balance			
4		8/3/2021		12,780.00			
Total				12,780.00			
				Total Now Due		\$18,210.00	

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: 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: September 28, 2021 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: July 1, 2021 Through: August 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:	\$	124,730.62	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	124,730.62	
Less previous applications for payment:	\$	121,803.12	
SUBTOTAL	\$		2,927.50

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 2,927.50

Balance to finish, including retainage: \$ 5,897.38

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

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 24, 2020	\$ 14,847.00
2	January 26, 2021	\$ 22,776.32
3	April 27, 2021	\$ 74,409.80
4	July 13, 2021	\$ 7,670.00
5	August 24, 2021	\$ 2,100.00
6	September 28, 2021	
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 121,803.12

Record of Change Orders

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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*

September 14, 2021

Project No: 0020G021.01

Invoice No: 74200

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

Invoice Total USD 2,927.50

Project 0020G021.01 James Street Corridor Study - S 37th Street to N 27th Street
Project Finance Code: 343-210-6407

Professional Services through August 31, 2021

Professional Personnel

	Hours	Rate	Amount
Project Manager IV	13.00	199.00	2,587.00
Project Engineer I	1.50	143.00	214.50
Staff Engineer II	1.00	126.00	126.00
Totals	15.50		2,927.50
Total Labor			2,927.50

Billing Limits	Current	Prior	To-Date
Total Billings	2,927.50	121,803.12	124,730.62
Limit			130,628.00
Remaining			5,897.38

Total This Invoice USD 2,927.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2021 Sanitary Sewer Collection System Study
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 353-815-6407 **Finance Project #**
Vendor Project or Invoice #: 21G013.01 **PO #**
Original Contract Date: April 27, 2021 **Vendor #** 2972

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: July 1, 2021 Through: August 31, 2021

Contract Summary

Original Contract Amount:	\$	214,965.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	214,965.00	
Total completed and stored to date:	\$	24,583.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	24,583.50	
Less previous applications for payment:	\$	4,983.00	
SUBTOTAL	\$		19,600.50

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 19,600.50

Balance to finish, including retainage: \$ 190,381.50

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:

Foth Infrastructure & Environment, LLC

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	July 27, 2021	\$ 4,983.00
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Previous Applications for Payment

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TOTAL \$ 4,983.00

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 27, 2021
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 rendered 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

September 28, 2021

Project No: 0021G013.01

Invoice No: 74265

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

Invoice Total USD 19,600.50

Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through August 31, 2021

Professional Personnel

	Hours	Rate	Amount
Project Manager IV	14.00	199.00	2,786.00
Project Manager II	28.00	181.00	5,068.00
Project Engineer II	24.50	153.00	3,748.50
Staff Engineer II	14.00	126.00	1,764.00
Staff Engineer I	16.00	117.00	1,872.00
Planner II	12.60	135.00	1,701.00
Lead Technician	17.00	145.00	2,465.00
Project Administrator II	2.00	98.00	196.00
Totals	128.10		19,600.50
Total Labor			19,600.50

Billing Limits	Current	Prior	To-Date
Total Billings	19,600.50	4,983.00	24,583.50
Limit			214,965.00
Remaining			190,381.50

Total This Invoice USD 19,600.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2021 Asphalt Overlay Project
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Ave, Suite 101 Des Moines, IA 50309
Finance Budget Code: 110-210-6761 **Finance Project #**
Vendor Project or Invoice #: 274926 **PO #**
Original Contract Date: June 8, 2021 **Vendor #** 2820

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: July 24, 2021 Through: August 23, 2021

Contract Summary

Original Contract Amount:	\$	51,960.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	51,960.00	
Total completed and stored to date:	\$	3,572.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	3,572.50	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 3,572.50
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$		3,572.50
Balance to finish, including retainage:	\$	48,387.50	
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.

Signature Date 23 SEP 2021

City of Grimes Staff Approval:

Signature Date 9-23-21

City of Grimes Council Approval:

Signature Date

Submit to: Kevin Hensley - Director of Public Works - Public Works Department
E-mail: khensley@grimesiowa.gov **Phone:** (515) 986-9636 **Fax:** (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	June 8, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



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

August 23, 2021
Project No: 0A1.124882
Invoice No: 0274926
Client Account: GRIMES_CI_IA

Grimes/2021 Asphalt Overlay

Design Services (001)

Professional Services

	Hours	Amount	
Principal	3.00	480.00	
Administrative	1.00	65.00	
Specialist	1.00	150.00	
Project Engineer	7.00	875.00	
Survey Technician	6.00	390.00	
Technician	19.00	1,612.50	
Totals	37.00	3,572.50	
Total Labor			3,572.50
		Total this Task	\$3,572.50
		Total this Invoice	\$3,572.50



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

September 21, 2021

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

Invoice: 282915
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2021

RE: City Of Grimes - General

Total Professional Services	\$ 10,305.00
Total Costs	<u>\$ 470.00</u>
TOTAL CURRENT INVOICE	\$ 10,775.00
Trust Funds Applied	<u>\$ -470.00</u>
BALANCE DUE THIS INVOICE	\$ 10,305.00



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

September 21, 2021

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

Invoice: 282917
Client: 176170
Matter: 0882
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2021

RE: WRA Sewer Project-Sewer Project

Total Professional Services	\$ 4,815.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 4,815.00



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

September 21, 2021

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

Invoice: 282916
Client: 176170
Matter: 0878
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2021

RE: Norfolk Southern Railway Company-Condemnation

Total Professional Services	\$ 2,317.50
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 2,317.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Kennybrook South Basin Improvements
Project Title: Kennybrook Wetland
Contractor: Halbrook Excavating, Inc.
Address: 4807 SE Rio Ct., Ankeny, IA 50021
Finance Budget Code: 319-865-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 25, 2021 **Vendor #** 4120

Date of Council Meeting: September 28, 2021 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: September 1, 2021 Through: September 17, 2021

Contract Summary

Original Contract Amount:	\$	<u>500,000.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>500,000.00</u>	
 Total completed and stored to date:	\$	<u>336,090.00</u>	
Retainage: <u>5</u> % of Completed Work:	\$	<u>16,804.50</u>	
Total Earned less Retainage:	\$	<u>319,285.50</u>	
Less previous applications for payment:	\$	<u>-</u>	
SUBTOTAL	\$		<u>319,285.50</u>
 OTHER CHARGES (Attach an itemized list)	\$		<u>-</u>
 CURRENT PAYMENT DUE	\$		<u>319,285.50</u>
 Balance to finish, including retainage:	\$	<u>180,714.50</u>	

Contract Time Remaining (If applicable) 27.0 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:

Halbrook Excavating, Inc.

Signature

Firm Name

9-17-21
 Date

Engineer / Consultant Approval:

Nilles Associates

Signature

Firm Name

9-17-21
 Date

City of Grimes Staff Approval:

Signature

9-22-21
 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

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
2.01	TOPSOIL, ON-SITE	CY	2,400		2,400	\$ 10.00	\$ 24,000.00	-	\$ -	2,400.00	0.00%
2.02	EXCAVATION, CLASS 10	CY	1,350		1,350	\$ 15.00	\$ 20,250.00	945.00	\$ 14,175.00	405.00	70.00%
2.03	EXCAVATION, CLASS 10, WASTE	CY	7,770		7,770	\$ 14.00	\$ 108,780.00	7,770.00	\$ 108,780.00	-	100.00%
2.04	EXCAVATION, CLASS 13	TON	35		35	\$ 55.00	\$ 1,925.00	-	\$ -	35.00	0.00%
2.05	DEWATERING	LS	1		1	\$ 6,500.00	\$ 6,500.00	-	\$ -	1.00	0.00%
2.06	REMOVALS (PIPE AND STRUCTURE)	LS	1		1	\$ 1,000.00	\$ 1,000.00	-	\$ -	1.00	0.00%
4.01	STORM SEWER, TRENCHED, PVC, 6-INCH	LF	27		27	\$ 40.00	\$ 1,080.00	-	\$ -	27.00	0.00%
4.02	TILE LINE ADJUSTMENTS	EA	2		2	\$ 300.00	\$ 600.00	-	\$ -	2.00	0.00%
6.01	INLINE WATER LEVEL CONTROL STRUCTURE	EA	1		1	\$ 2,000.00	\$ 2,000.00	-	\$ -	1.00	0.00%
6.02	POND OUTLET STRUCTURE MODIFICATIONS	EA	1		1	\$ 5,500.00	\$ 5,500.00	-	\$ -	1.00	0.00%
7.01	SPECIAL SUBGRADE PREPARATION FOR SIDEWALKS	SY	225		225	\$ 3.00	\$ 675.00	225.00	\$ 675.00	-	100.00%
7.02	SIDEWALK, PCC, 4-INCH	SY	17		17	\$ 125.00	\$ 2,125.00	-	\$ -	17.00	0.00%
7.03	SIDEWALK, PCC, 5-INCH	SY	176		176	\$ 75.00	\$ 13,200.00	-	\$ -	176.00	0.00%
7.04	SIDEWALK ASSURANCE TESTING	LS	1		1	\$ 550.00	\$ 550.00	-	\$ -	1.00	0.00%
7.05	SIDEWALK REMOVAL	SY	17		17	\$ 15.00	\$ 255.00	17.00	\$ 255.00	-	100.00%
8.01	TEMPORARY TRAFFIC CONTROL	LS	1		1	\$ 5,000.00	\$ 5,000.00	-	\$ -	1.00	0.00%
9.01	WATTLES, STRAW, 9-INCH	LF	1,500		1,500	\$ 2.00	\$ 3,000.00	-	\$ -	1,500.00	0.00%
9.02	WATTLES, REMOVAL	LF	1,500		1,500	\$ 0.50	\$ 750.00	-	\$ -	1,500.00	0.00%
9.03	RIP RAP	TN	54		54	\$ 85.00	\$ 4,590.00	54.00	\$ 4,590.00	-	100.00%
9.04	SILT FENCE or SILT FENCE DITCH CHECK	LF	110		110	\$ 2.25	\$ 247.50	-	\$ -	110.00	0.00%
9.05	SILT FENCE or SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	110		110	\$ 1.25	\$ 137.50	-	\$ -	110.00	0.00%
9.06	STABILIZED CONSTRUCTION ENTRANCE	SY	100		100	\$ 15.00	\$ 1,500.00	100.00	\$ 1,500.00	-	100.00%
9.07	EROSION CONTROL MULCHING, HYDROMULCHING, WOOD CELLULOSE	AC	3.0		3.00	\$ 1,750.00	\$ 5,250.00	-	\$ -	3.00	0.00%
9.08	INLET PROTECTION DEVICE, DROP-IN	EA	1.0		1.00	\$ 225.00	\$ 225.00	-	\$ -	1.00	0.00%
9.09	INLET PROTECTION DEVICE, MAINTENANCE	EA	3.0		3.00	\$ 50.00	\$ 150.00	-	\$ -	3.00	0.00%
9.10	ARMOR MAT	SY	605		605	\$ 77.00	\$ 46,585.00	-	\$ -	605.00	0.00%
11.01	MOBILIZATION	LS	1		1	\$24,115.00	\$ 24,115.00	1.00	\$ 24,115.00	-	100.00%
11.02	CONCRETE WASHOUT	LS	1		1	\$ 110.00	\$ 110.00	-	\$ -	1.00	0.00%
11.03	INTERPRETIVE PANEL BASE, 18"	EA	5		5	\$ 950.00	\$ 4,750.00	-	\$ -	5.00	0.00%
11.04	PERMATRAK BOARDWALK, 8' WIDE, DRILLED HELICAL PIER FOOTINGS	LS	1		1	\$182,000.00	\$ 182,000.00	1.00	\$ 182,000.00	-	100.00%
11.05	SAFETY RAIL; STAINLESS STEEL CABLE STRAND	LF	130		130	\$ 255.00	\$ 33,150.00	-	\$ -	130.00	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 500,000.00

\$ 336,090.00

67.22%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
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23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	5-25-21
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



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

AGENDA MEMO

Item No. 09-2321
For Meeting of September 28th, 2021

AGENDA HEADING: Professional Services Agreement – IP Pathways Services Migration

SYNOPSIS: The City of Grimes has identified the need for outside Information Technologies (IT) support to assist us in implementing some best management practices. The City is moving its main servers to a new location and is taking this opportunity to redeploy our critical technology. This investment will improve overall performance of our main servers, deploy new SQL database server, increase cybersecurity by updating the virtual domain controller, and migrating key IT components including the file share for the city. The overall benefit is we will refresh our technology backbone to leverage going into the future.

IP Pathways is a local company based in Urbandale that provides IT services to clients. They are experienced in the tasks we need and can work with our timeframe.

FISCAL IMPACT: The total costs associated with this is \$12,840.00

This is an expense that was planned for in the current Development Services and IT budgets.

PREVIOUS COUNCIL ACTION(S):

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.09-2321

WHEREAS, the City of Grimes (Grimes) is looking for assistance in for outside Information Technologies (IT) support to assist us in implementing some best management practices; and,

WHEREAS, the City is City is moving its main servers to a new location and is taking this opportunity to redeploy our critical technology;

WHEREAS, IP Pathways provides IT services and has extensive experience in the tasks we have identified;

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 IP Pathways 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 28th day of September, 2021, and approved by the Mayor on the 28th day of September, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



IP.....
PATHWAYS

IT Hardware & Software
Data Center
Cloud
Professional & Managed Services

City of Grimes

Veeam Install

September 14, 2021



PROPRIETARY STATEMENT

This document contains confidential and proprietary information and is the property of IP Pathways, LLC ("IP Pathways"). This document was prepared for the requesting party for the sole purpose of evaluating the products and services proposed. It is submitted to you in confidence, on the condition that you and your representatives have, by receiving it, agreed not to reproduce or copy it, in whole or in part, or to furnish such information to others, or to make any other use of it except for the evaluation purposes stated above, and to return it to IP Pathways upon request. The previous statement shall not apply to the extent that such statement violates any federal or state laws requiring such information to be made available to the public. In the event this document results in a contract, you may retain this document for use, including making any necessary copies related to the products and services covered by such contract. The offerings and prices presented in this document shall remain valid until the stated Expiration Date unless IP Pathways authorizes an extension.

INTRODUCTION

IP Pathways provides IT hardware & software, Data center, Cloud, Professional & Managed services Hybrid IT solutions to small, medium and enterprise customers throughout the Midwest. We architect, implement, monitor, support and manage private and hybrid cloud solutions for your data center, our data center or any data center.

Named by CRN Magazine as one of the 250 most certified, 500 largest and 100 fastest growing IT service providers in North America, IP Pathways helps IT move at the speed of business.

ROLES AND RESPONSIBILITIES

IP Pathways

IP Pathways is responsible to provide the following:

- Timely and appropriate selection of qualified engineer(s) to meet the requirements of the Project.
- Professional and satisfactory completion of the Project.
- Accurate and expedient report of all charges and expenses incurred in the execution of the Project.
- Delivery of clear, concise and professional documentation as a result of the Project.
- Suitable replacements for any of the personnel in cases of prolonged illness or extenuating circumstances.
- Disciplined and practical Project management services based on best practices.

City of Grimes

City of Grimes is responsible to provide the following:

- Provide engineer(s) from IP Pathways with appropriate access to the network, facilities, and personnel.
- Provide the IP Pathways' engineer(s) with a work space that includes a work area, printer/network connectivity and data line with public internet access.
- Designate a Primary Client Contact ("PCC") prior to the delivery of any services. The PCC will be the person who has the authority to act for City of Grimes in all aspects of the Project. The PCC's responsibilities will include:
 - Serve as the interface between City of Grimes and IP Pathways.
 - Identify, schedule and confirm availability of support staff and management for on-site interviews and meetings.
 - Schedule meeting rooms as necessary.



- Obtain and provide information, data, decisions and approvals, within one (1) working day of IP Pathways' request, unless both parties agree to an extended response time.
- Resolve deviations from the Project plans that City of Grimes may have caused.
- Help resolve issues within the organization of City of Grimes as related to the Project and escalate issues.
- Monitor and report the Project's status on a regular basis with City of Grimes management.

CONSTRAINTS AND EXCLUSIONS

Constraints

Depending on the scope of the project, IP Pathways may expect that a portion of all activities and tasks will be performed on-site at City of Grimes, with the remainder being performed at locations designated by IP Pathways. No additional constraints have been defined at this time.

Exclusions

The following areas are not included in the scope of the Project:

- Any ongoing support or implication of warranty.
- Implementation of software or services outside of the Project.
- Any additional services not defined required to facilitate the successful implementation of this Project.

LOGISTICS

Project Schedule

The Project start date and schedule will be determined during the pre-Project call.

Completion Criteria

The Project will be considered complete when the deliverables described in this Statement of Work have been fulfilled and have been delivered to the PCC. A Certificate of Completion will be provided at the end of this Project for validation of all work by the Customer. If not returned or disputed within five (5) business days of completion of the Project, all deliverables will be deemed complete and the balance of the Project charges will be invoiced.

Project Change

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the Project schedule.
- Discretionary changes in the scope of the Project.
- Requested changes to the work hours of IP Pathways personnel.
- Non-availability of products or services that are beyond IP Pathways' control.
- Environmental or architectural impediments not previously identified.
- Lack of access to client personnel, data or facilities necessary to complete the Project.

In the event an amendment to this Statement of Work is necessary, the parties agree to execute additional documents as necessary.



ENGAGEMENT SCOPE

IP Pathways will provide professional consulting and engineering services to The City of Grimes for this Project.

Requirements

The City of Grimes will provide all required hardware, software, licenses and ensure an appropriate physical environment including data center infrastructure such as standard rack space, sufficient cooling, appropriate power and network connections to support the Project unless such items are included in the scope of the Project.

Definition

A pre-Project meeting to define the minimum hardware and software requirements as well as to verify the current environment will be scheduled prior to starting the Project. Any deficiencies found will be required to be corrected prior to the beginning of this Project. Any Customer specific applications or testing must be defined in this Statement of Work.

Implementation

IP Pathways will assist with the following primary activities to install Veeam.

Milestone 1: Domain Controller Upgrade and File Share Migration

- The City of Grimes will create new virtual domain controller
 - Establishment of new virtual Windows Active Directory domain controllers in current domain.
 - Promote machine into the domain
 - Configure DNS and DHCP settings
 - Migrate all other FSMO roles to new virtual domain controller
 - Migrate current file shares off of existing server to new server
- Work with City of Grimes staff to procure a Wildcard Certificate
 - The certificate needs to be in PKCS#12 format with a PFX file extension, be signed with an RSA key, use a strong signing algorithm such as SHA-256, and have the FQDN of the target host in both the Common Name and Subject Alternate Name (SAN) fields. Wildcard certificates are acceptable
- Retire current virtual domain controller from production
 - Verify all FSMO roles have been moved to new domain controller
 - Disable any existing shares
 - Disable DNS
 - Disable DHCP
 - Demote domain controller from the environment
 - Update the machine name
 - Update IP
 - Perform domain cleanup
 - Retire domain controllers after all apps, files, shares, and roles have been migrated to the new domain controllers

Milestone 2: Install and Configure Veeam

- The City of Grimes will deploy a new virtual Microsoft Server
 - The City of Grimes is responsible for licensing
- Download and install latest release of Veeam and patch to latest stable release.
- Add network credentials into Veeam for active directory and vSphere/vCenter integration
- Add virtual hosts and all virtual machines into Veeam inventory
 - Add up to six (6) Virtual machines
- Work with customer to determine retention policies and backup schedule
 - Apply policy to all production virtual machines to be backed up
- Verify jobs and schedules execute as expected



Milestone 3: VMware vSphere Host Assessment

- Evaluate current version and build level of vCenter and vSphere hosts
- Evaluate vCenter environment
 - CPU, memory, and disk allocation
 - SQL Server configuration
 - Number of databases in VMware environment
 - Database recovery mode and transaction log status
 - Database/DSN authentication method
 - SQL user mappings
 - SQL Agent jobs if not running SQL Express Edition
 - Retention of task and performance entries
 - Configuration of High Availability (HA)
 - Update Manager
 - Licensing
- Evaluate vSphere hosts
 - CPU and memory utilization and cluster N+1 status
 - Verify configuration of DNS
 - Verify configuration of NTP
 - Evaluate vSwitch configuration
 - Evaluate VMkernel networking for management, vMotion, and IP based storage protocols
- Version status of VMware Tools
- Existence of VMware virtual machine snapshots
- Attached storage utilizations
- Create two (2) IIS servers
 - One Private Web Server
 - One Public Web Server
- Create a new SQL server
 - Ensure best practices are followed on storage configuration for SQL
 - City of Grimes is responsible for migrating data to the new SQL server

Documentation

IP Pathways will provide the City of Grimes with detailed documentation at the completion of this Project that will clearly define and document the solution. This documentation will include the following elements.

- Details host names, IP addresses, and passwords as relevant to the environment
- Basic documentation outlining backup and restore procedures from Veeam
- Basic documentation stating the findings from the VMware assessment

Training

IP Pathways will provide the IT staff of the City of Grimes with basic administration training of any newly installed Software. The training session will consist of a consecutive block of time of up to four (4) hours near the end of the project. If any additional training is requested, a separate training specific statement of work may be requested.



IT Hardware & Software
Data Center
Cloud
Professional & Managed Services



Veeam Install

Prepared by:

IP Pathways
Tim Carstens
515.422.9310
Fax 515.276.4429
tcarstens@ippathways.com

Prepared for:

City of Grimes
Greg Jameson
410 SE Main St. #102
Grimes, IA 50111
gjameson@grimesiowa.gov

Quote Information:

Quote #: 15818
Version: 1
Date: 09/14/2021
Expiration Date: 10/15/2021

Any hours worked outside the scope of this Statement of Work will be billed in accordance with IP Pathways' standard rate schedule. This Statement of Work is based upon IP Pathways' current understanding of the Project scope and past experience in executing these types of engagements.

Statement of Work Payment Terms

	Price	Down Payment	Due Upon Completion
Milestone One: 50% Down Payment	\$4,280.00	\$2,140.00	\$2,140.00
Milestone Two: 50% Down Payment	\$2,140.00	\$1,070.00	\$1,070.00
Milestone Three: 50% Down Payment	\$6,420.00	\$3,210.00	\$3,210.00
Total:	\$12,840.00	\$6,420.00	\$6,420.00

Signature

An authorized signature below indicates acceptance for this Statement of Work.

Please Check One of the Following*:

- ☒ Invoice separately for SoW charges according to payment terms
☐ Deduct SoW charges from my existing pre-paid services balance**

*If no selection is made, project charges will be invoiced separately per payment terms.

**If being deducted from an existing Tiered Services Block, box must be checked at time of signing in order to receive discount

Signature

Date



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Silkwood Area Drainage Project Dyett Property

SYNOPSIS:

With the development of the plans for Grime Silkwood Area Drainage 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 \$1,500.00 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 = \$1,500.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

Preparer Information: Alex Pfaltzgraff 410 SE Main Street, Unit 102. Grimes, IA 50111 515-986-4050

When Recorded Return to: Alex Pfaltzgraff 410 SE Main Street, Unit 102. Grimes, IA 50111 515-986-4050

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See attached Exhibit "A"

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall

not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

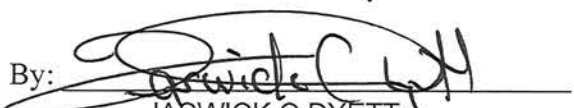
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement 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.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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 23rd day of September, 2021.

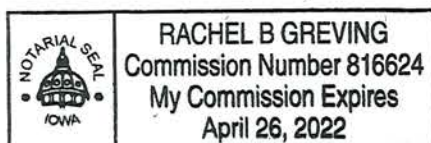
By: 
Name: JASWICK C DYETT
Title: _____

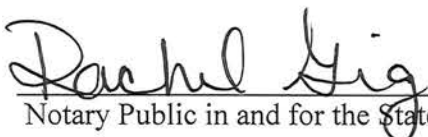
By: 
Name: LAURA DYETT
Title: _____

STATE OF IOWA)
COUNTY OF Polk) SS

On this 23rd day of September, 2021, before me, the undersigned personally appeared
JASWICK C DYETT AND LAURA DYETT

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.




Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement 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 _____, 2021.

City Clerk of Grimes, Iowa

EXHIBIT "A"
ACQUISITION PLAT OF PERMANENT EASEMENT
BEING CONVEYED TO THE CITY OF GRIMES

PREPARED FOR

CITY OF GRIMES
410 SE MAIN STREET
GRIMES, IOWA 50111

PROPRIETOR

JASWICK C DYETT
LAURA DYETT
2309 NE DESTINATION CIR
GRIMES, IA 50111-8885

LEGEND

P.O.B. POINT OF BEGINNING
SUBJECT ACQUISITION AREA
EXISTING BOUNDARY LINE

SUBJECT PROPERTY LEGAL DESCRIPTION

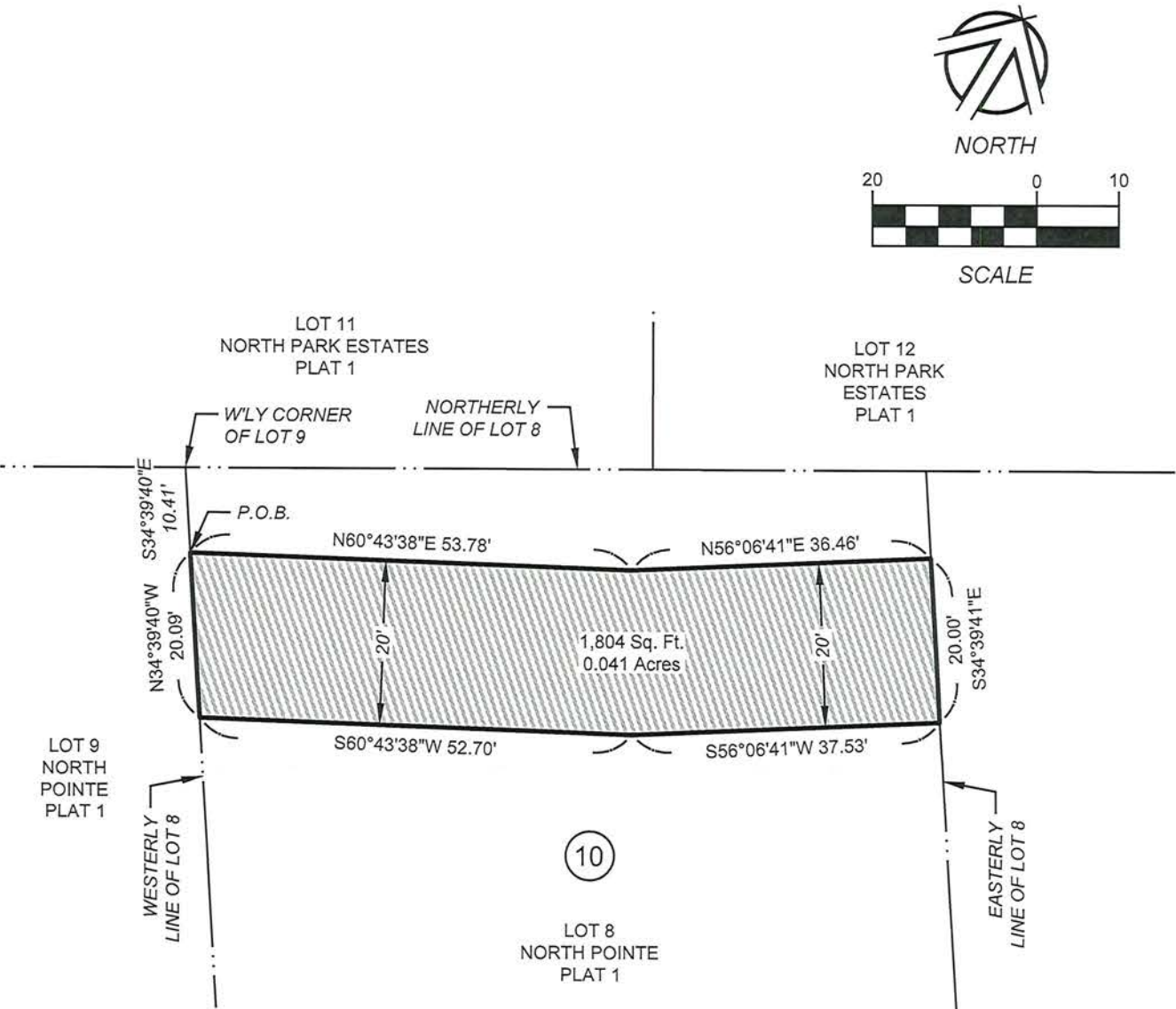
LOT 8, NORTH POINTE PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT EASEMENT ACQUISITION

THAT PART OF LOT 8, NORTH POINTE PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF GRIMES, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 8; THENCE SOUTH 34 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 10.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE OF 53.78 FEET; THENCE NORTH 56 DEGREES 06 MINUTES 41 SECONDS EAST, A DISTANCE OF 36.46 FEET; THENCE SOUTH 34 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 56 DEGREES 06 MINUTES 41 SECONDS WEST, A DISTANCE OF 37.53 FEET; THENCE SOUTH 60 DEGREES 43 MINUTES 38 SECONDS WEST, A DISTANCE OF 52.70 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.09 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.041 ACRES (1,804 SQ. FT.) MORE OR LESS.



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: SILKWOOD AREA DRAINAGE IMPROVEMENTS
LOCATION: GRIMES, IOWA

NAI No.: 21126
DATE: 09/15/21

DRAWN BY: TJH
CHECKED BY: JTN

DWG No.: 1/1
SHEET TITLE: PE 10

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00305-749-208COUNTY: PolkPROJECT NO. N/APROJECT NAME: Silkwood Drainage ProjectTO: Jaswick and Laura Dyett

On this 25th day of August, 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>1,500.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 1,500.00 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>1,804</u> sq.ft.	<u>\$ 1,500.00</u>
Temporary Easement(s)	_____ sq.ft.	_____
Landscaping/Other	Seeding/Water	_____
Total		<u>\$ 1,500.00</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. BUYER 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 [Signature]
By: Jaswiel C Dyett
Marital Status: _____

X [Signature]
By: Laura Dyett
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF Polk } ss:

On this 23rd day of September, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

Jaswiel C. Dyett & Laura Dyett

_____ 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 B Greving (Sign in Ink)
Rachel Greving (Print/Type Name)
Notary Public in and for the State of IOWA



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

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) _____

RESOLUTION NO. 09-2421

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SILKWOOD
AREA DRAINAGE PROJECT DYETT PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes Silkwood Area Drainage 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Silkwood Area Drainage Project Moran Property

SYNOPSIS:

With the development of the plans for Grime Silkwood Area Drainage 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 \$1,500.00 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 = \$1,500.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00305-749-206COUNTY: PolkPROJECT NO. N/APROJECT NAME: Silkwood Drainage ProjectTO: Jacob and Wendy Moran

On this 25th day of August, 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>1,500.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>
\$ <u>1,500.00</u>	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>1,628</u> sq.ft.	<u>\$ 1,500.00</u>
Temporary Easement(s)	_____ sq.ft.	_____
Landscaping/Other	Seeding/Water	_____
Total		<u>\$ 1,500.00</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. BUYER 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 [Signature]
By: Jacob W Moran
Marital Status: married

X [Signature]
By: Wendy J Moran
Marital Status: married

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } ss:

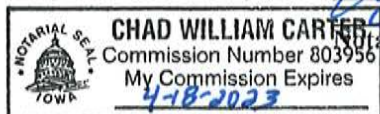
On this 21st day of SEPTEMBER, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

JACOB W. MORAN AND WENDY J. MORAN

or ✓ to me personally known
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)



[Signature] (Sign in Ink)
CHAD W. CARTER (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

RESOLUTION NO. 09-2521

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SILKWOOD
AREA DRAINAGE PROJECT MORAN PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes Silkwood Area Drainage 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Silkwood Area Drainage Project Pietsch Property

SYNOPSIS:

With the development of the plans for Grime Silkwood Area Drainage 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 \$1,500.00 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 = \$1,500.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00305-749-209COUNTY: PolkPROJECT NO. N/APROJECT NAME: Silkwood Drainage ProjectTO: Gregory and Lynne Pietsch

On this 25th day of August, 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>1,500.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ <u>1,500.00</u>	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>1,807</u> sq.ft.	<u>\$ 1,500.00</u>
Temporary Easement(s)	_____ sq.ft.	_____
Landscaping/Other	Seeding/Water	_____
Total		<u>\$ 1,500.00</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. BUYER 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 *Gregory S Pietsch*
By: Gregory S Pietsch
Marital Status: _____

X *Lynne M Pietsch*
By: Lynne M Pietsch
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

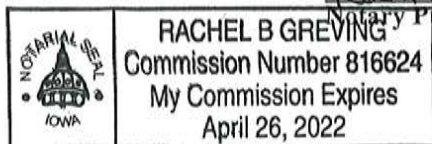
On this 22nd day of September, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory S. Pietsch + Lynne M. Pietsch

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



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

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) _____

RESOLUTION NO. 09-2621

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SILKWOOD
AREA DRAINAGE PROJECT PIETSCH PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes Silkwood Area Drainage 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Silkwood Area Drainage Project Halvorson Brink Property

SYNOPSIS:

With the development of the plans for Grime Silkwood Area Drainage 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 \$1,500.00 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 = \$1,500.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-2721

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SILKWOOD
AREA DRAINAGE PROJECT HALVORSON BRINK PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes Silkwood Area Drainage 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff 410 SE Main Street, Unit 102. Grimes, IA 50111 515-986-4050

When Recorded Return to: Alex Pfaltzgraff 410 SE Main Street, Unit 102. Grimes, IA 50111 515-986-4050

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See attached Exhibit "A"

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall

EXHIBIT "A"
ACQUISITION PLAT OF PERMANENT EASEMENT
BEING CONVEYED TO THE CITY OF GRIMES

PREPARED FOR

CITY OF GRIMES
410 SE MAIN STREET
GRIMES, IOWA 50111

PROPRIETOR

MARCIA A HALVORSEN
VICKIE L BRINK
2401 NE DESTINATION CIR
GRIMES, IA 50111-8886

LEGEND

P.O.B.	POINT OF BEGINNING
	SUBJECT ACQUISITION AREA
	EXISTING BOUNDARY LINE

SUBJECT PROPERTY LEGAL DESCRIPTION

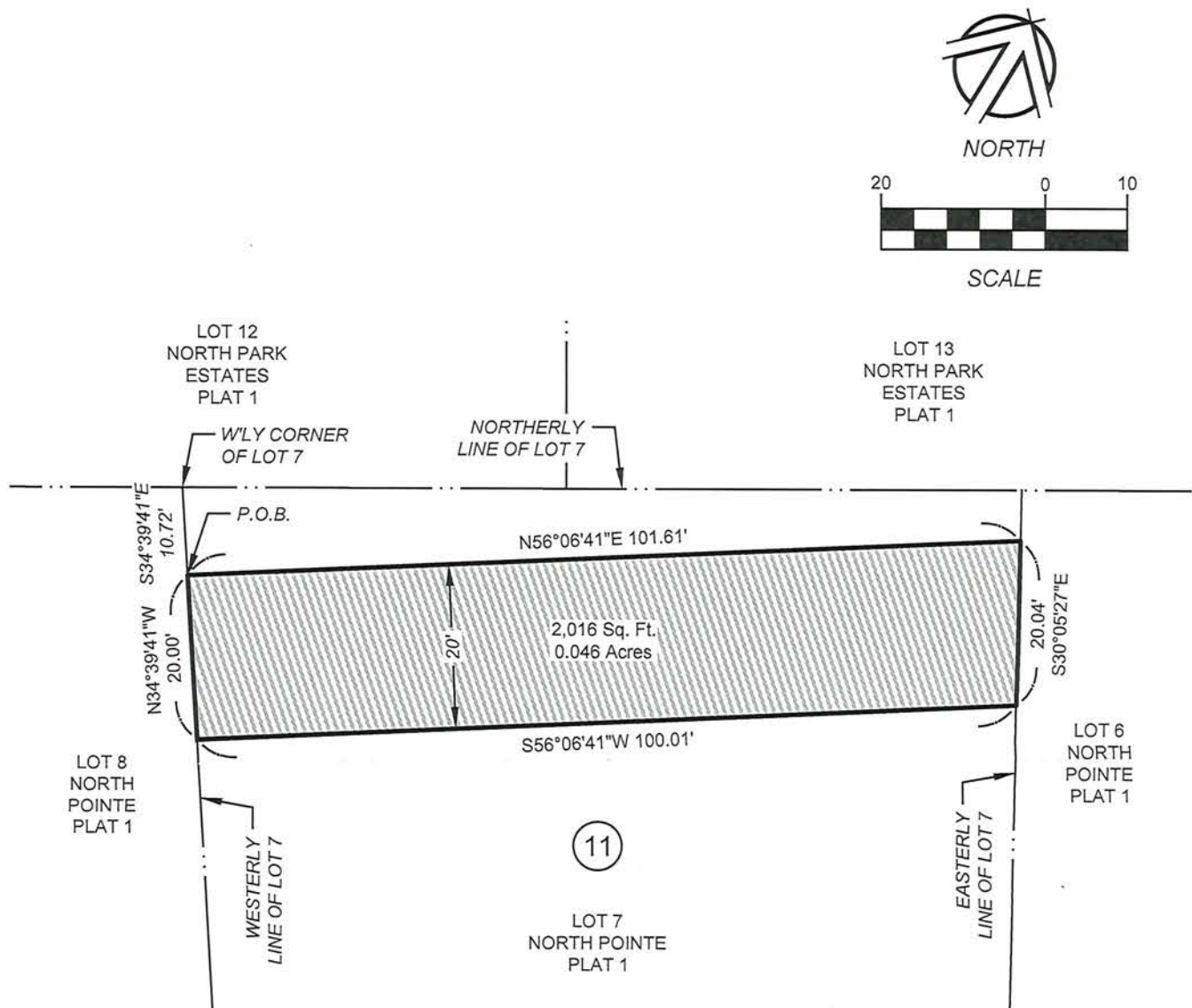
LOT 7, NORTH POINTE PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT EASEMENT ACQUISITION

THAT PART OF LOT 7, NORTH POINTE PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF GRIMES, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 7; THENCE SOUTH 34 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 10.72 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 56 DEGREES 06 MINUTES 41 SECONDS EAST, A DISTANCE OF 101.61 FEET; THENCE SOUTH 30 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 20.04 FEET; THENCE SOUTH 56 DEGREES 06 MINUTES 41 SECONDS WEST, A DISTANCE OF 100.01 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 20.0 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.046 ACRES (2,016 SQ. FT.) MORE OR LESS.



not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement 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.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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 21st day of Sept., 2021.

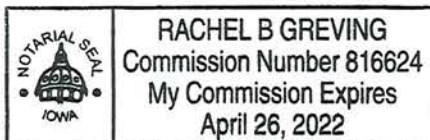
By: [Signature]
Name: MARCIA A HALVORSEN
Title: _____

By: [Signature]
Name: VICKIE L BRINK
Title: _____

STATE OF Iowa)
COUNTY OF Polk) SS

On this 21st day of September, 2021, before me, the undersigned personally appeared
MARCIA A HALVORSEN AND VICKIE L BRINK,

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.



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

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement 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 _____, 2021.

City Clerk of Grimes, Iowa

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00305-749-207
 PROJECT NO. N/A

COUNTY: Polk
 PROJECT NAME: Silkwood Drainage Project

TO: Marcia Halvorson and Vickie Brink

On this 25th day of August, 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>1,500.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ <u>1,500.00</u>	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>2,016</u> sq.ft.	<u>\$ 1,500.00</u>
Temporary Easement(s)	_____ sq.ft.	_____
Landscaping/Other	Seeding/Water	_____
Total		<u>\$ 1,500.00</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. BUYER 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: Marcia A Halvorsen

Marital Status: _____

X

By: Vickie L Brink

Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
 COUNTY OF Polk } ss:

On this 21st day of September, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Marcia A. Halvorsen & Vickie L Brink

_____ 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 CLAIMEDBY SIGNER:INDIVIDUALCORPORATE

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

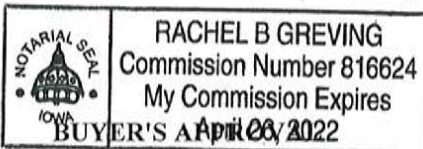
_____ Corporate Seal is affixed

_____ No Corporate Seal procured

PARTNER(s): _____ Limited Partnership
_____ General Partnership

ATTORNEY-IN-FACTEXECUTOR(s) or TRUSTEE(s)GUARDIAN(s) or CONSERVATOR(s)OTHER:SIGNER IS REPRESENTING:

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



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

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Silkwood Area Drainage Project Wendland Property

SYNOPSIS:

With the development of the plans for Grime Silkwood Area Drainage 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 \$1,500.00 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 = \$1,500.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00305-749-210COUNTY: PolkPROJECT NO. N/APROJECT NAME: Silkwood Drainage ProjectTO: Jeffrey and Stacie Wendland

On this 25th day of August, 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

\$ _____
 \$ _____
 \$ _____
 \$ 1,500.00

AGREED PERFORMANCE

on right of possession
 on conveyance of title
 on surrender of possession
 on possession and conveyance

DATE

Within 30 Days of BUYER Approval

\$ 1,500.00

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>1,783</u> sq.ft.	\$ <u>1,500.00</u>
Temporary Easement(s)	_____ sq.ft.	_____
Landscaping/Other	Seeding/Water	_____
Total		\$ <u>1,500.00</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. BUYER 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 *Jeffrey L. Wendland*
By: Jeffrey L. Wendland
Marital Status: _____

X *Stacie R. Wendland*
By: Stacie R. Wendland
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 20th day of September, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

Jeffrey L. Wendland + Stacie R. Wendland

or ✓ to me personally known
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 B. Greving (Sign in Ink)
Rachel B. Greving (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)

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

RESOLUTION NO. 09-2821

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SILKWOOD
AREA DRAINAGE PROJECT WENDLAND PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes Silkwood Area Drainage 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Kleckner 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 \$5,076.20 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas. In addition, the City will be crediting the property owner's utility billing account in amount consistent with the watering efforts that will take place on the disturbed areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$5,076.20

Water Credit = \$1,900.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-2921

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
KLECKNER 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 31100305750036 and 31100305750055
 PROJECT NO. N/A

COUNTY: Polk
 PROJECT NAME: Grimes WRA Connector Project

TO: Ethan J. Kleckner and Neko S. Kleckner

On this 20th day of September, 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>5,076.20</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>
\$ <u>5,076.20</u>	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>2,688</u> sq.ft.	\$ <u>3,360.00</u>
Temporary Easement(s)	<u>1,308</u> sq.ft.	\$ <u>216.20</u>
Landscaping	<u>Three Trees</u>	\$ <u>1,500</u>
Total		\$ <u>5,076.20</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. BUYER agrees to relocate and restore/reconnect irrigation lines within the easement area. If SELLER wishes to relocate and restore/reconnect irrigation lines within easement area, SELLER must provide three quotes and the BUYER will reimburse equal to the lowest of the three quotes.
14. BUYER agrees to restore the disturbed area with sod.
15. 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
16. SELLER shall be credited \$1,900.00 to their City of Grimes Utility Account, for the purposes of watering the disturbed easement area.
17. SELLER agrees to relocate playset outside of easement area prior to commencement of construction.
18. 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.
19. 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.
20. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
21. 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 Ethan J. Kleckner
By: Ethan J. Kleckner
Marital Status: _____

X Neko S. Kleckner
By: Neko S. Kleckner
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk ss:

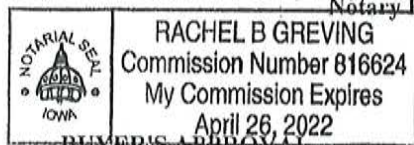
On this 21st day of September, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Ethan J. Kleckner & Neko S. Kleckner

or _____ 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 B. Greving (Sign in Ink)
Rachel Greving (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) _____

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

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Lachacz 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 \$1,460.46 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas. In addition, the City will be crediting the property owner's utility billing account in amount consistent with the watering efforts that will take place on the disturbed areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$1,460.46
Water Credit = \$800.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-3021

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
LACHACZ 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 31100305750035 and 31100305750054
 PROJECT NO. N/A

COUNTY: Polk
 PROJECT NAME: Grimes WRA Connector Project

TO: Mark J. Lachacz and Kari K. Lachacz

On this 2nd day of July, 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>1,460.46</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ <u>1,460.46</u>	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>379</u> sq.ft.	<u>\$ 391.53</u>
Temporary Easement(s)	<u>417</u> sq.ft.	<u>\$ 68.93</u>
Landscaping	<u>Two Trees</u>	<u>\$ 1,000</u>
Total		<u>\$ 1,460.46</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. BUYER agrees to relocate and restore/reconnect irrigation lines within the easement area. If SELLER wishes to relocate and restore/reconnect irrigation lines within easement area, SELLER must provide three quotes and the BUYER will reimburse equal to the lowest of the three quotes.
14. BUYER agrees to restore the disturbed area with sod.
15. 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
16. SELLER shall be credited \$800.00 to their City of Grimes Utility Account, for the purposes of watering the disturbed easement area.
17. 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.
18. 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.
19. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
20. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement 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 Mark J. Lachacz
By: Mark J. Lachacz
Marital Status: _____

x Kari K. Lachacz
By: Kari K. Lachacz
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF Polk } ss:

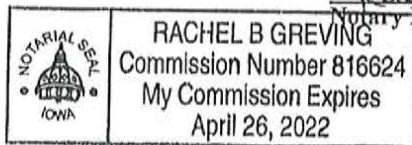
On this 21st day of September, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark J. Lachacz & Kari K. Lachacz

_____ 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 B. Greving (Sign in Ink)
Rachel Greving (Print/Type Name)
Notary Public in and for the State of Iowa



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

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) _____



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Lickteig 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 \$7,977.50 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas. In addition, the City will be crediting the property owner's utility billing account in amount consistent with the watering efforts that will take place on the disturbed areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$7,977.50
Water Credit = \$1,984.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-3121

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
LICKTEIG 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 31100305750057
 PROJECT NO. N/A

COUNTY: Polk
 PROJECT NAME: Grimes WRA Connector

TO: Russell and Michele Lickteig

On this 8th day of September, 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>7,977.50</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 7,977.50 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>2,542</u> sq.ft.	\$ <u>3,177.50</u>
Temporary Easement(s)	<u>1,695</u> sq.ft.	\$ <u>280.17</u>
Landscaping	<u>Misc. Landscaping</u>	\$ <u>4,500</u>
Total		\$ <u>7,977.50</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. BUYER agrees to relocate and restore/reconnect irrigation lines within the easement area. If SELLER wishes to relocate and restore/reconnect irrigation lines within easement area, SELLER must provide three quotes and the BUYER will reimburse equal to the lowest of the three quotes.
14. BUYER agrees to restore the disturbed area with seed.
15. BUYER agrees to spade and relocate 4 trees upon the site.
16. 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
17. SELLER shall be credited \$1,984.00 to their City of Grimes Utility Account, for the purposes of watering the disturbed easement area.
18. 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.
19. 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.
20. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
21. 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 Russell T. Lickteig
By: Russell T. Lickteig
Marital Status: _____

Michele L. Lickteig
By: Michele L. Lickteig
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF POIK ss:

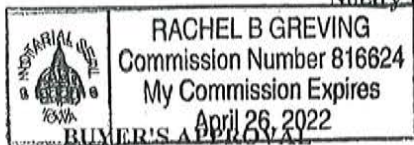
On this 21st day of September, D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell T. Lickteig + Michele L. Lickteig

_____ 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 B Greving (Sign in Ink)
Rachel Greving (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) _____

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

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Miller 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 \$17,030.32 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas. In addition, the City will be crediting the property owner's utility billing account in amount consistent with the watering efforts that will take place on the disturbed areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$17,030.32

Water Credit = \$4,334.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-3221

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA MILLER
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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 31100305750058 and 31100305750059
 PROJECT NO. N/A

COUNTY: Polk
 PROJECT NAME: Grimes WRA Connector

TO: Todd and Jennifer Miller

On this 8th day of September, 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>17,030.32</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 17,030.32 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>6,639</u> sq.ft.	<u>\$ 8,298.75</u>
Temporary Easement(s)	<u>4,426</u> sq.ft.	<u>\$ 731.57</u>
Landscaping	<u>16 Trees</u>	<u>\$ 8,000</u>
Total		<u>\$ 17,030.32</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. BUYER agrees to restore the disturbed area with seed, with follow up restoration if necessary in one year.
14. 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
15. SELLER shall be credited \$4,334.00 to their City of Grimes Utility Account, for the purposes of watering the disturbed easement area.
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 waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement 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 Todd D. Miller
By: Todd D. Miller
Marital Status: _____

X Jennifer L. Miller
By: Jennifer L. Miller
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk ss:

On this 20th day of September, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd D. Miller & Jennifer L. Miller

_____ 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 Greving (Sign in Ink)
Rachel Greving (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

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Shawhan 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 \$23,454.32 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas. In addition, the City will be crediting the property owner's utility billing account in amount consistent with the watering efforts that will take place on the disturbed areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$23,454.32

Water Credit = \$6,053.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-3321

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
SHAWHAN 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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 31100305750060
 PROJECT NO. N/A

COUNTY: Polk
 PROJECT NAME: Grimes WRA Connector

TO: Steve and Jill Shawhan

On this 8th day of September, 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>23,454.32</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 23,454.32 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>2,634</u> sq.ft.	\$ <u>12,042.50</u>
Temporary Easement(s)	<u>6,424</u> sq.ft.	\$ <u>1,061.82</u>
Landscaping	<u>20 Trees/Fire Pit</u>	\$ <u>10,350</u>
Total		\$ <u>23,454.32</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. BUYER agrees to restore the disturbed area with seed.
14. 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
15. SELLER shall be credited \$6,053.00 to their City of Grimes Utility Account, for the purposes of watering the disturbed easement area.
16. BUYER agrees to provide at no cost to the SELLER, a 1" irrigation water meter, to be installed by the SELLER at the SELLERS expense.
17. 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.
18. 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.
19. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
20. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement 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 [Signature]
By: Steven Shawhan
Marital Status: _____

X [Signature]
By: Jill Shawhan
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 20th day of September, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Shawhan & Jill Shawhan,
_____ 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 Greving (Sign in Ink)
Rachel Greving (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) _____

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

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Zeller 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 \$5,601.98 for the permanent and temporary easements, as well as compensation for certain restoration efforts within the easement areas. In addition, the City will be crediting the property owner's utility billing account in amount consistent with the watering efforts that will take place on the disturbed areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$5,601.98

Water Credit = \$2,045.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-3421

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA ZELLER
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 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 31100305750056
 PROJECT NO. N/A

COUNTY: Polk
 PROJECT NAME: Grimes WRA Connector

TO: Matthew and Stephanie Zeller

On this 2nd day of July, 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>5,601.98</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 5,601.98 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>2,647</u> sq.ft.	\$ <u>3,308.75</u>
Temporary Easement(s)	<u>1,768</u> sq.ft.	\$ <u>292.23</u>
Landscaping	<u>4 Trees</u>	\$ <u>2,000</u>
Total		\$ <u>5,601.98</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. BUYER agrees to relocate and restore/reconnect irrigation lines within the easement area. If SELLER wishes to relocate and restore/reconnect irrigation lines within easement area, SELLER must provide three quotes and the BUYER will reimburse equal to the lowest of the three quotes.
14. BUYER agrees to restore the disturbed area with sod.
15. 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
16. SELLER shall be credited \$2,045.00 to their City of Grimes Utility Account, for the purposes of watering the disturbed easement area.
17. 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.
18. 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.
19. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
20. 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 Matthew R. Zeller
By: Matthew R. Zeller
Marital Status: married

X Stephanie L. Zeller
By: Stephanie L. Zeller
Marital Status: married

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk ss:

On this 24 day of September, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew and Stephanie Zeller

✓ 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)

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



ALEX PFALTZGRAFF
Commission Number 833217
My Commission Expires
July 20, 2024

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

CAPACITY CLAIMED

BY SIGNER:

✓ INDIVIDUAL
 CORPORATE

Title(s) of Corporate Officer(s):

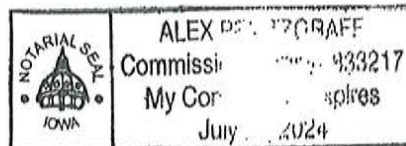
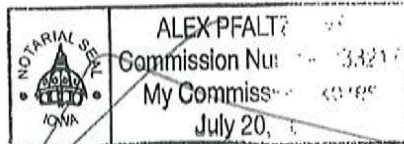
 Corporate Seal is affixed
 No Corporate Seal procured

 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)



City of Grimes
Water Treatment Plant
&
Wastewater
Treatment Facility
MONTHLY OPERATING REPORT
August 2021



Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

August 31st, 2021

City of Grimes

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

RE: Monthly Update August 2021

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for August 2021. Below is a list of the significant events that occurred during the month:

SUBMITTED TO: Mayor Scott Mikkelsen
Jake Anderson, City Administrator
Rochelle Williams, City Clerk
City Council, City of Grimes
Jeff DuPont, U.S. Water Services Corporation

We appreciate the opportunity to be of service to the City of Grimes. We are available to discuss this report, or any other aspect of our operations, at your convenience. Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Nick Deardorff
Project Manager
USW UTILITY GROUP

1.0 Facility Safety

There were no safety violations to report for the current month. The subjects of the monthly safety trainings were: Working Safely with Portable Circular Saws, Basic Electrical Safety-Things to Know About Double Insulated Tools, Basic Excavation Safety- Safety Tips for Sloped & Benched Excavations, Clarifying Two Key Definitions in the OSHA Excavation Standards, OSHA's Lockout/Tagout Standard-Before you Get Started. All staff reviewed, understood, and acknowledged the material.

2.0 Drinking Water Treatment Facility Operation Report

This month we saw still had a high amount of water demand throughout the city due to persistent hot, dry weather. We had one or two weeks where we still struggled to keep the storage facilities full but in all we were able to keep up with demand. We have lowered the pH of the drinking water slightly by lowering the caustic feed. This has improved the taste and smell of the water even though we are running a pH slightly lower than we would like. The two new R.O. trains went through startup procedures with the manufacturer this month. We are waiting on one more pump to arrive for full operations to start in the new plant. The new plant should be online by the end of September. Work is still moving forward on the lime softening plant. We hope to be able to start running lime by the beginning of October.

Finished Water Monthly Flows and Hardness

		August-21	July-21	August-20
Water	Units			
Average Daily Pumped	gallons	2,220,000	2,173,000	2,152,000
Maximum Daily Pumped	gallons	2,454,000	2,555,000	2,554,000
Minimum Daily Pumped	gallons	1,784,000	1,325,000	1,588,000
Hardness				
Hardness - Avg Raw	grains	23.7	23.1	26.4
Hardness - Avg Finish	grains	9.6	9.8	4.9
Iron mg/l				
Avg Raw	mg/L	0.79	0.64	7..4
Avg Finish	mg/L	0.05	0.02	0.09
Fluoride mg/l				
Avg Raw Fl.	mg/L	2.11	2.10	0.23
Avg Finish Fl.	mg/L	1.07	1.10	0.13

Drinking Water Distribution Report

During the month of August, we were very busy with work orders again. We had a sewer main backup on W 1st st in front of the True Value. It was determined that grease and rags caused the issue. We had the sewer main jetted and will continue monitoring and jetting as needed to prevent further backups until a permanent solution is found. We also had a private water service that was found to be leaking on NW 23rd Ct. The service line was repaired.

Distribution	August-2021
Work Orders	120
Meters Installed	23
Residential	20
Commercial	3
Temp Hydrants	6
Disconnect Notices	0
Services Disconnected	33
Hydrants Inspected/Flushed	32
Valves Exercised	34
Manholes Inspected	28
Water Loss	1,700,000

Waste Water Treatment Facility Operation Report

The wastewater treatment facility had several ammonia violations this last month. Both daily and the monthly ammonia limits were breached. We are doing everything possible to eliminate the ammonia, but the plant is grossly overloaded. We continue to haul sludge from the digesters three times a week. We have discovered a possible partial fix to our ammonia issues by converting part of the plant to an Integrated Fixed Media Activated Sludge Basin. Essentially, we will fill one of the aeration basins with media that will provide more surface area for the needed bacteria to grow, thus increasing our treatment ability.

Wastewater Treatment Facility Flows

	Plant Influent (MGD)
Total	55.86
Average per day	1.80
Minimum	1.05
Maximum	2.22

Wastewater Influent & Effluent Quality

	Influent		Effluent					
Parameter	Daily Ave MG/L	Daily Ave LBS/Day	Daily Max	Permit Daily MG/L Limit	7 Day Max Ave	Permit 7 Day Max Limit	30 Day Average	Permit 30 Day Ave
BOD ₅	138.9	2107.4	•	•	•	•	•	•
CBOD ₅	•	•	91.6 LBS/Day	•	83.7 LBS/Day	711 LBS/Day	67.14 LBS/Day	444 LBS/Day
Suspended solids	271.8	4254.2	11.5	•	11.5	45.0	7.5	30.0
Nitrogen Ammonia	•	•	21.8 MG/L	4.6 MG/L	18.7 MG/L	•	18.7 MG/L	1.0 MG/L
Nitrate Nitrogen	36.0	561.3	332.1 LBS/Day	942.33 LBS/Day	367.8 LBS/Day	•	332.1 LBS/Day	576 LBS/Day
Dissolved Oxygen	•	•	7.0	•	6.2	•	5.9	>5.0
PH	•	•	7.57	6.5 to 9 STD Units	7.4	•	•	•

ND= No Detection

• = No limit set



JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT

6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

August 2021 service calls

335 calls across all districts

Total calls **Up** from 300 total in July

Station 37 – 93 calls

Station 38 – Grimes district – 26 Johnston district – 68

Station 39 – 136 calls New NW Area - 2

Mutual Aid Given– 10 calls Ankeny – 1 Granger – 1 Polk City - 1 Saylor – 2 Urbandale - 5

Mutual Aid Received – 14 agency responses

EMS calls (262) – 78.21% Fire/other calls (73) – 21.79%

20 in Category 1, 2 Building fires, 1 cooking fire, 2 vehicle fires, 2 outside trash/dumpster fires, 13 outside storage fires.

1 in Category 2 Excessive Heat, no ignition

2 in Category 4 Hazardous Condition which is gas leaks, chemical spills, power lines down.

8 Service Calls which is Category 5, 5 of these were EMS

20 in Category 6 Good Intent

41 False Alarms- which is Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units

8/13 – Tower 395 Helped with a fire in Saylor Township and helped with resuscitation efforts on some pets. They also performed overhaul on the structure.

8/31 Tower 395 and DC Schipper responded to the Apartment Fire in Ankeny and pumped water into the building where the roof eventually burnt off. They also assisted with hot spot extinguishment and overhaul.

Items of interest:

The 13 outside storage fires were a large mulch pile in Johnston that kept smoldering and reigniting.



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

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING: Resolution Approving IT Build Out Quotes

SYNOPSIS: With the approval of the FY 22 Budget, an IT Director position was budgeted for. At the July 13th Council Meeting, Council Authorized the IT Director hiring.

Also at the July 13th City Council Meeting, Council authorized a contract with Butzke Birch Contractors to compete an office build out at the Grimes Community Center.

FISCAL IMPACT:

A total of 10 bid packages were prepared, and quotes were requested. The bid tab is provided in your packet, and the low bids are identified below.

Final Cleaning: Bluesky Cleaning, \$550.00
Demolition: 515 Cleaning, \$6,315.00
Masonry: Manuel Masonry, \$7,250.00
Doors, Frames and Hardware: Heartland Door, \$4,419.00
Glazing: Two Rivers, \$3,540.00
Gypsum/Drywall: Baker, \$24,212.00
Flooring: Phillips, \$3,026.00
HVAC: Polk County, \$7,630.00
Electrical: Kline, \$33,255.00

Construction Manager Fee = \$18,703

Total Construction Cost = \$108,197

This is approximately \$10,000 under the CM's estimate.

PREVIOUS COUNCIL ACTION(S): Approve Construction Manager Contract

BOARD/COMMISSION ACTION(S): N/A

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

RESOLUTION APPROVING IT OFFICE BUILD OUT QUOTES

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

WHEREAS, at the July 13th Council Meeting, Council authorized the hiring of the position; and

WHEREAS, at the July 13th Council Meeting, Council authorized a contract with Butzke Birch Contractors to facility the buildout of office space for the IT Department; and

WHEREAS, Butzke Birch Contractors prepared bid packages and solicited bids for the bid packages.

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 quotes identified on Exhibit A.

PASSED AND APPROVED this 28th day of September 28, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

Final Cleaning: Bluesky Cleaning, \$550.00
Demolition: 515 Cleaning, \$6,315.00
Masonry: Manuel Masonry, \$7,250.00
Doors, Frames and Hardware: Heartland Door, \$4,419.00
Glazing: Two Rivers, \$3,540.00
Gypsum/Drywall: Baker, \$24,212.00
Flooring: Phillips, \$3,026.00
HVAC: Polk County, \$7,630.00
Electrical: Kline, \$33,255.00

515 Cleaning Service LLC

Humberto Leal
Otoniel Mayorga
1450 E. Grand Ave. Apt. # 204
Des Moines, IA 50316

Tel. (515)421-5998 and (515)209-9128
E-mail: 515cleaningserviceholle@gmail.com
August 18,2021

RE: Bid for Butzke Burch Construction
410 SE Main Street, Grimes, IA 50111

Matt Burch
Butzke Burch Construction
8797 NW 54th Ave Suite 300
Johnston, IA, 50313

Bid Proposal

The undersigned, being familiar with the local conditions affecting the cost of work, hereby propose to furnish all labor and incidents necessary to perform the demolition work for the above stated project(s).

Item # Specification: Charge:

	Remove 870sq ft of Carpet	\$565.00
	Demo Drywall Wall	\$650.00
	Demo Drywall Door Openings	\$200.00
	Demo 3 Openings for New Windows in Brick Wall	\$2,300.00
	Remove Countertop	\$100.00
	Remove Base in Wall	\$150.00
	Protect Floors in Rooms 201A, 201 and 106	\$1,650.00
	Remove 50sq ft of Concrete	\$700.00

Total Charges: \$6,315.00

	Alternate Ceiling 1,640sq ft	\$750.00
--	---	---------------------

Notes: Trash dumpsters will be provided by client. 515 Cleaning Service LLC will not be responsible for removing any asbestos. 515 Cleaning Service LLC is not responsible for storing appliances.

Otoniel Mayorga

515 Cleaning Services LLC

Humberto Leal

515 Cleaning Services LLC

8-19-21

MANUEL MASONRY, INC.

4835 N.W. 53rd Ct.
Des Moines, IA 50310
515-270-8015
Fax: 515-270-8052

City of Grimes IT Office

labor & material to install lintels, jambs & head at these new window locations w/ brick to match existing & CMU back up. Tooling only.

Material to include: masonry, brick, CMU, then wall flashing, masonry cleaner.

Does not include: masonry demo, steel lintels, pre finished metal flashings, caulking.

Prepared by
M. Manuel

7250.00



HEARTLAND DOOR AND FRAME, INC.

CITY OF GRIMES IT OFFICE BUILDOUT

1305 E BROADWARE

Control No.4371

DES MOINES

IA

50313

8/18/2021

Tel: 515-266-6144

Fax: 515-266-6132

Submitted By: SAROSH KIYANI

Bid Proposal

8/19/2021

Job Name: CITY OF GRIMES IT OFFICE BUILDOUT

Job Location: 410 SE MAIN STREET
GRIMES

IA 50111

Contractor: BUTZKE BURCH
CONSTRUCTION

Attn:

Addendums Noted:

Phone #: 515-985-8039

Plans Dated:

Fax:

Bid Ref #:

Sales Tax %: 0.000

FOB: NO

Bid Item	Bid Price
HARDWARE 1 LOT	
HM FRAMES 5 EACH	
WOOD DOORS 5 EACH	

Total: \$ 4,130.00
w/TAX = \$4,419.10

QUALIFICATIONS

-Includes:

-Dorma grade 2 locks,cylinders

-Dorma grade 1 closers

-Wood doors quoted as plain sliced Red Oak custom stained prefinished

-Mesker HMF quoted as 16 ga

-Tail gate delivery to the job site

-Excludes:

-Sales tax

-Installation

-Aluminum frames, doors and hardware

-Glass and glazing

-Keying

-Notes:

-There is no price difference between red oak and white maple doors

Job Name: CITY OF GRIMES IT OFFICE BUILDOUT

8/19/2021

Job Location: 410 SE MAIN STREET
GRIMES IA 50111

Contractor: BUTZKE BURCH
CONSTRUCTION

Addendums Noted:

Attn:

Phone #: 515-985-8039

Plans Dated:

Fax:

Bid Ref #:

Sales Tax %: 0.000

FOB: NO

Bid Item	Bid Price
----------	-----------

Acceptance & Direction to Proceed:

By signing below, you are providing direction to proceed with the quantities and quoted amounts as stated and this will act as our purchase order agreement, unless one is provided.

This proposal is valid for 30 days.

Sales tax will be applied at invoicing if applicable.

Retentionage is allowed for material supply projects only.

Restocking fees of 35% will apply to any cancelled stock materials. Opened merchandise and special order material is non-refundable.

Lead times for materials vary, please check with your salesperson if this is a concern. In some cases, materials may be expedited for an additional cost - if requested prior to ordering.

Payment may be required at time of pick up or delivery, unless further clarified by a purchase order / subcontract signed by both parties.

Due to current market volatility and material surcharges, our pricing may be impacted suddenly. If this occurs on your project prior to ordering we will notify you with any pricing adjustments.

Please feel free to call or email with any questions.

Signed _____

Print _____

Date _____



Beisser Lumber
3705 SE Beisser Drive
Grimes, IA 50111-
Phone: (515)-986-4422

QUOTE

0000953442

Account: BUTZ1000 0001
Branch: 20GR
Phone: (515)-985-8039
Fax: () - -

BILL TO:

Butzke Burch Construction, Inc
8797 NW 54th Avenue
Suite # 300
Johnston IA 50131

SHIP TO:

Butzke Burch Construction, Inc
City of Grimes IT Office Reno
Grimes IA 50111

Page 1 of 1

PO:		REF: LVL		JOB:	
ACTIVATION DATE: 08/17/21		SALES benr		SHIP VIA:	
CLOSE DATE: 09/16/21		AGENTS dons		FRT TERM:	
		TYPE: Delivery		QUOTED FOR:	
				QUOTED BY: dons	
QUANTITY	UOM	ITEM/DESCRIPTION		PRICE/UOM	AMOUNT
12	LF	11-7/8" LVL Beam R/L 2.0E		7.65/LF	91.80
		SUBTOTAL			91.80
		IA,Grimes			6.43
Quote Disclaimer: Please review carefully as we agree to furnish only the items listed above. After 7 days from date, acceptance of order under this estimate is optional. Material must be shipped within 30 Days. Sales Tax rate subject to change based off job address. Clerical errors subject to correction.					
 BEISSER LUMBER COMPANY					



PAYMENT TERMS:

Due 10th of Following Month

Total

\$98.23

TWO RIVERS GLASS AND DOOR, INC.

121 SOUTH 11TH STREET 200 WEST DES MOINES, IA. 50265
PH: 515 222-4860 F AX: 515 222-4862

Storefront & Glazing Proposal

Company: Butzke Burch Construction **Attn:** Matt Burch
Project: City of Grimes – IT Office Buildout **Date:** 8/19/2021

Two Rivers Glass & Door Inc. is pleased to provide a quote for the sum of **\$3,540.00**
Price includes material, labor to install during normal business hours, shop drawings, and field measure.
Project is tax exempt.
Quote based on architectural drawings. Addendum 1-2 acknowledged.

Scope Includes

Storefront & Glazing

To furnish and install aluminum storefront frames, sealant, and glazing.
Aluminum frames to be a 2" x 4-1/2" thermally broken center set system.
Aluminum finish to be Class II with a standard 2 year warranty.
Glazing to be 1" clear insulated units consisting of 1/4" clear – 1/2" air space (argon filled) 1/4" clear Loe#3.
Interior & exterior caulking of aluminum frames to building conditions.
Brake metal supplied only at the sills of the window openings.
3-thus at 36" x 72" – Window type A

Scope Excludes

This quote excludes demolition, mirrors, through wall flashing at head condition of all openings, temporary enclosures, and final cleaning of all materials installed.

Notes

- Solid blocking, provided and installed by others, is required around perimeter of each opening to anchor storefront system properly.

This price is valid for thirty days. Thank you for the opportunity to quote this project.

Sincerely,
Curt Riesberg
 Project Manager
curt@tworiversglass.com

REQUIRED: LEVEL AND PLUMB OPENINGS. OPENING MUST BE COMPLETED INCLUDING SUBSTANTIAL MATERIAL TO ANCHOR TO AND POURED AND CURED CONCRETE WHERE APPLICABLE AT SILLS. APPROACHES TO ENTRANCES MUST SLOPE AWAY FROM THE BUILDING, CONDITIONS MUST BE DRY FOR SEALANTS TO ADHERE. SAW CUTS IN CONCRETE THAT RUN UNDER FRAMING MUST BE SEALED WEATHER TIGHT BY CONTRACTOR. CONTRACTOR TO FURNISH TRASH CONTAINER.
EXCLUSIONS: ITEMS NOT INCLUDED EXCEPT WHERE SPECIFICALLY NOTED IN THE ABOVE QUOTE: ALL CLEANING, KEYING, BRAKE METAL FLASHING, INTERIOR FINISH CAULK, BOARD UP OR WEATHER PROTECTION.



Mr. Matt Burch
Butzke Burch Construction

08/19/2021

Grimes Community Center
Grimes, IA

The following serves as a summary of the scope of work and pricing
for the above referenced project.

Specification Sections

Gypsum Board assembly
Millwork installation
ACT
Doors/Hardware
Demo

BASE BID	\$ 21,543.00
Alt #1 ADD	\$ 7,291.00
IT Closet ADD	\$ 2,669.00

Exclusions/Clarification:

- *Trash to general contractors centrally located dumpster.
- *I have priced this to be done during regular business hours.
- *Alt #1 is an add to demo ACT and replace in rooms 201 and 201A.
- * ACT is to be standard 15/16 ceiling grid with USG "Radar". Both grid and tile are to be white in color and non-fire rated.
- *Includes insulation above ceiling in private offices.
- *includes installation only for millwork, HMF, doors, and hardware.
- *I have included light gauge metal framing to deck, with insulation and drywall
- *Excludes patching, sealing, or caulking existing penetrations as well as any made by another trade.

Thank you for the opportunity to be involved. Please call me at 515-669-5493 if
you have any questions or comments.

Thanks,

Wes Sefrit





1955 NW 92nd Court, STE 11
Clive, IA 50325

Butzke Burch Construction
Attn: Matt Burch

August 19, 2021
Re: Grimes Development Service Center

This letter serves as a summary of the scope of work we are bidding on the above referenced project;

Scope of Work:

Office Scope:

- Prep and paint new GWB/CMU walls only.
- Prep and paint new HM frames only.

Base Bid = \$2,404.00

IT Closet:

- Prep and paint walls and ceiling.

Base Bid = \$1,300.00

~~**Alt. #1** To prep and paint existing GWB/CMU walls and existing doors and frames. **Add = \$2,772.00**~~

Exclusions/Clarifications:

- All trash to be disposed in dumpster supplied by general contractor.
- No overtime or weekend work included in base bid.
- All architectural woodwork/millwork is considered prefinished.
- Puttying/Caulking of prefinished material is considered done by others.
- All floor finishes are considered done by others.

Thank you for the opportunity to bid on this project. If you have any questions after your review please give me a call.
Sincerely,

Josh Chapman
641-485-5375

Proposal
Polk County Heating & Cooling, Inc.
Heating/Cooling/Plumbing/Electrical
P.O. Box 158
Polk City, IA 50226
(515) 984-6276
Fax # (515) 984-6277

To: Butzke Burch Construction

Date: 08-18-21

HVAC ESTIMATE

Job Address: 410 SE Main St. – Grimes, IA

Equipment:

1 – Carrier 38MARBQ24AA3 2-ton mini-split system with condensate pump

Scope of Work:

1. Relocate and add supply and return diffusers as needed in remodeled office space.
2. Provide and install Carrier mini-split system in IT closet, outdoor unit to be located on roof.
3. Provide and install condensate pump for mini-split and pump to second floor drain.
4. Quote includes all material and labor.
5. Quote does not include sealing in of roof penetrations.

ABOVE FOR THE SUM OF \$7,630.00

Payment to be made as follows: Payment Due In Stages or Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanship like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We reserve the right to decline services if solvency is not established. Customer responsible for any applicable taxes.

Authorized
Signature: 
Rob Balentine

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____

Date of Acceptance: _____

Signature: _____



Estimator: Jason Todd
Project Name: Grimes Community Center and IT closet

Current estimate to include the following:

- demo work
- retro fitting 30 2x4 fixtures to LED
- 8 receptacles
- new occupancy sensors in offices and cubicle area
- 14 voice/data drops
- floor box in conference room (patch floor with quick crete)
- 2 power poles to feed cubicles
- install new 200 amp panel in IT closet (100')
- core drill
- mini split unit
- 2 strip lights with motion sensor
- 4 L5-30 receptacles
- 4 duplex receptacles
- low volt ladder rack and fire rated sleeves
- permit

Job Total: \$33,255

Exclusions: concrete cutting and removal any overtime or weekend hours, engineering fees,

Thank you for the opportunity to bid this project, if you have any questions or concerns please feel free to contact me anytime. (515)-707-4972

Jason Todd
Project Manager / Estimator
Kline Electric



KLINEELECTRIC.COM



(515) 963-1101



**6355 NE 14th St
Des Moines, IA 50313**



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Resolution Setting Public Hearing – Rezoning of Property Generally Located west of SE Gateway Drive and north of SE 8th Street for Grimes Crossing

SYNOPSIS:

The applicant, Sanav Venture, LLC, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located west of SE Gateway Drive and north of SE 8th Street. The 1.49 Acre property is currently Zoned C-2, and is identified as Mixed Use 1 upon the Future Land Use Plan. The property owner was unable to obtain the necessary consent per the Ordinance. As such, staff is suggesting that the City Council initiate the process.

The projected activity for this property does not match the Future Land Use Plan designation. However, High Density Residential land use is currently located just south of the subject site. Staff is supportive of the proposed change in land use. As such, the applicant has provided a conceptual master plan for the 1.49-acre site for 22 townhome units and associated parking and internal streets.

The layout provided is only a conceptual rendering of the site. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff is recommending approval of the Resolution Setting the Public Hearing.

RESOLUTION NO. 09-3621

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED
REZONING OF PROPERTY GENERALLY LOCATED WEST OF SE GATEWAY DRIVE
AND NORTH OF SE 8TH STREET FROM C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT TO R-3 HIGH DENSITY FAMILY DWELLING DISTRICT FOR
GRIMES CROSSING

WHEREAS, certain land in the City of Grimes, Iowa, generally located west of SE Gateway Drive and north of SE 8th Street and legally described on Exhibit A, attached hereto, is currently zoned C-2 (General and Highway Service Commercial District) (the "Property"); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Chapter 165, Section 165.05 by rezoning the Property from C-2 (General and Highway Service Commercial District) to R-3 High (High Density Family Dwelling District), and

WHEREAS, it is the desire of the City Council that the proposed Ordinance, amending the official zoning district map be considered by the Grimes Planning and Zoning Commission and such Commission file its report with the City Council prior to the time established herein for public hearing on the proposed amendment; and

WHEREAS, the proposed Ordinance amending the official zoning district map has been prepared and a public hearing upon the proposed amendment should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa and via Zoom at 5:30 p.m. on the 12th day of October 2021, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Planning and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED AND APPROVED this 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

Lot 7, except the West 107 feet, in GRIMES CROSSING PLAT 3, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY GENERALLY LOCATED WEST
OF SE GATEWAY DRIVE AND NORTH OF SE 8TH STREET FROM C-2 GENERAL AND HIGHWAY
SERVICE COMMERCIAL DISTRICT TO R-3 HIGH DENSITY FAMILY DWELLING DISTRICT FOR GRIMES
CROSSING

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Iowa, and via Zoom at 5:30 p.m. on the 12th day of October 2021, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Chapter 165, Section 165.05 by rezoning certain Property described on Exhibit A from C-2 (General and Highway Service Commercial District) to R-3 High (High Density Family Dwelling District), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT BOUNDARIES OF CHAPTER
165, SECTION 165.05 BY REZONING PROPERTY GENERALLY LOCATED WEST OF SE GATEWAY DRIVE
AND NORTH OF SE 8TH STREET FROM C-2 GENERAL AND HIGHWAY SERVICE COMMERCIAL
DISTRICT TO R-3 HIGH DENSITY FAMILY DWELLING DISTRICT FOR GRIMES CROSSING

For all the particulars of the proposed amendment, see the proposed Ordinance entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes.

All interested persons may appear at the public hearing in person or via Zoom and at such time and place the Grimes City Council will consider any objections to the proposed Ordinance and give all interested persons an opportunity to be heard. Persons wishing to be heard may contact the City Clerk at: RWilliams@grimesiowa.gov 24 hours in advance of the meeting. This notice is given by order of the City Council of the City of Grimes, Iowa.

Exhibit A

Lot 7, except the West 107 feet, in GRIMES CROSSING PLAT 3, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

SANAV VENTURE, LLC.

GRIMES CROSSING DEVELOPMENT

LOT 7
550 SE GATEWAY CIR.
GRIMES, IA 50111
INVISION:20143
SANAV VENTURE, LLC.

REZONING SUBMISSION

09/07/2021



OWNER
SANAV VENTURE, LLC.
8274 MERCATO CT
WEST DES MOINES, IA
50266
515-805-1611

CIVIL CONSULTANT
BISHOP ENGINEERING
3501 104TH ST
URBANDALE, IA 50322
515-276-0467
<https://bishopengr.com/>

INVISION
PLANNING | ARCHITECTURE | INTERIORS

303 Watson Powell Jr. Way
Suite 200
Des Moines, Iowa 50309
515.633.2941
515.633.2942 Fax

**GRIMES CROSSING
DEVELOPMENT**

INVISION:20143
SANAV VENTURE, LLC.
ISSUE DATE:09/07/2021
REZONING SUBMISSION
PROJECT ARCHITECT: MIKE BECHTEL
PROJECT MANAGER (MADDY SCHMIDT
madelines@invisionarch.com)

PART OF LOT 7, GRIMES CROSSING PLAT 3:
CHANGE FROM THE CURRENT C-2 ZONING TO R-3 ZONING.

PROPERTY DESCRIPTION: LOT 7, EXCEPT THE WEST 107 FEET THEREOF, GRIMES CROSSING PLAT 3, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AREA: 1.50 ACRES.

LOT 7:
LOT 7 IS APPROXIMATELY 65,000 SF AND WILL HAVE APPROXIMATELY 23,000SF OF GREEN SPACE. THE LOT WILL HAVE A TOTAL OF 35% GREEN SPACE.

- (12) PARKING STALLS PROVIDED W/ 1 BEING ADA ACCESSIBLE (5 MINIMUM STALLS REQUIRED BASED ON 1 STALL FOR EVERY 5 UNITS)
- (2) TOWNHOMES (4 UNITS PER BUILDING) W/ INTEGRATED GARAGES
- (2) TRIPLEX (3 UNITS PER BUILDING) W/ INTEGRATED GARAGES
- (3) DUPLEX TOWNHOMES (2 UNITS PER BUILDING) W/ INTEGRATED GARAGES

- RESIDENTIAL
- COMMERCIAL
- LOT 7

1. POST OFFICE
A. LOT OWNED BY: *HARMON REAL ESTATE HOLDINGS, L.L.C.*
2. DOLLAR TREE
A. LOT OWNED BY: *EXCHANGERIGHT NLP 48 MASTER LEASEE, L.L.C.*
3. FIRST STEPS CHILD CARE CENTER
A. LOT OWNED BY: *ET REAL ESTATE HOLDINGS, L.L.C.*
4. LOT CURRENTLY NOT OCCUPIED
A. LOT IS OWNED BY AFFILIATE OF SANAV VENTURE (PROJECT OWNER)
5. LATITUDE LOFTS
A. LOT OWNED BY: *LATITUDE LOFTS, L.L.C.*
6. ALLURE AT 141
A. LOT OWNED BY: *GRIMES CROSSING APARTMENTS, L.L.C.*
7. THOMAS SQUARE CONDOS
A. LOT OWNED BY: *DOVETAIL FAMILY HOUSING L.P.*
8. SPECIAL OLYMPICS
A. LOT OWNED BY: *IA SPECIAL OLYMPICS INC.*
9. LOT CURRENTLY NOT OCCUPIED
A. LOT OWNED BY: *IA SPECIAL OLYMPICS INC.*

THIS SHEET CONTAINS COLOR CONTENT - THIS SHEET MUST BE PRINTED IN COLOR TO VIEW CONTENT PROPERLY

OWNER SIGN-OFF: _____

NAME _____

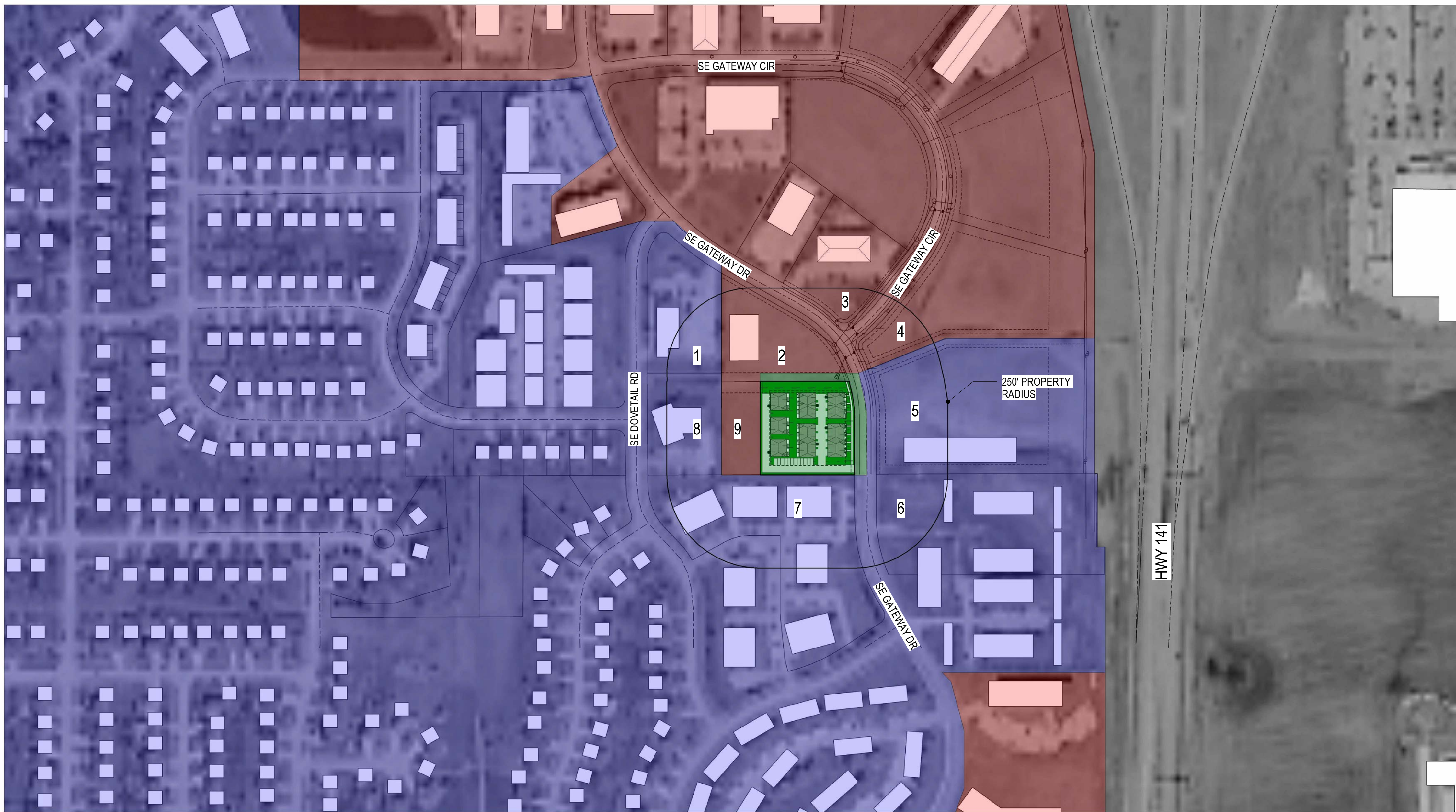
GRIMES CROSSING DEVELOPMENT

LOT 7
550 SE GATEWAY CIR.
GRIMES, IA 50111

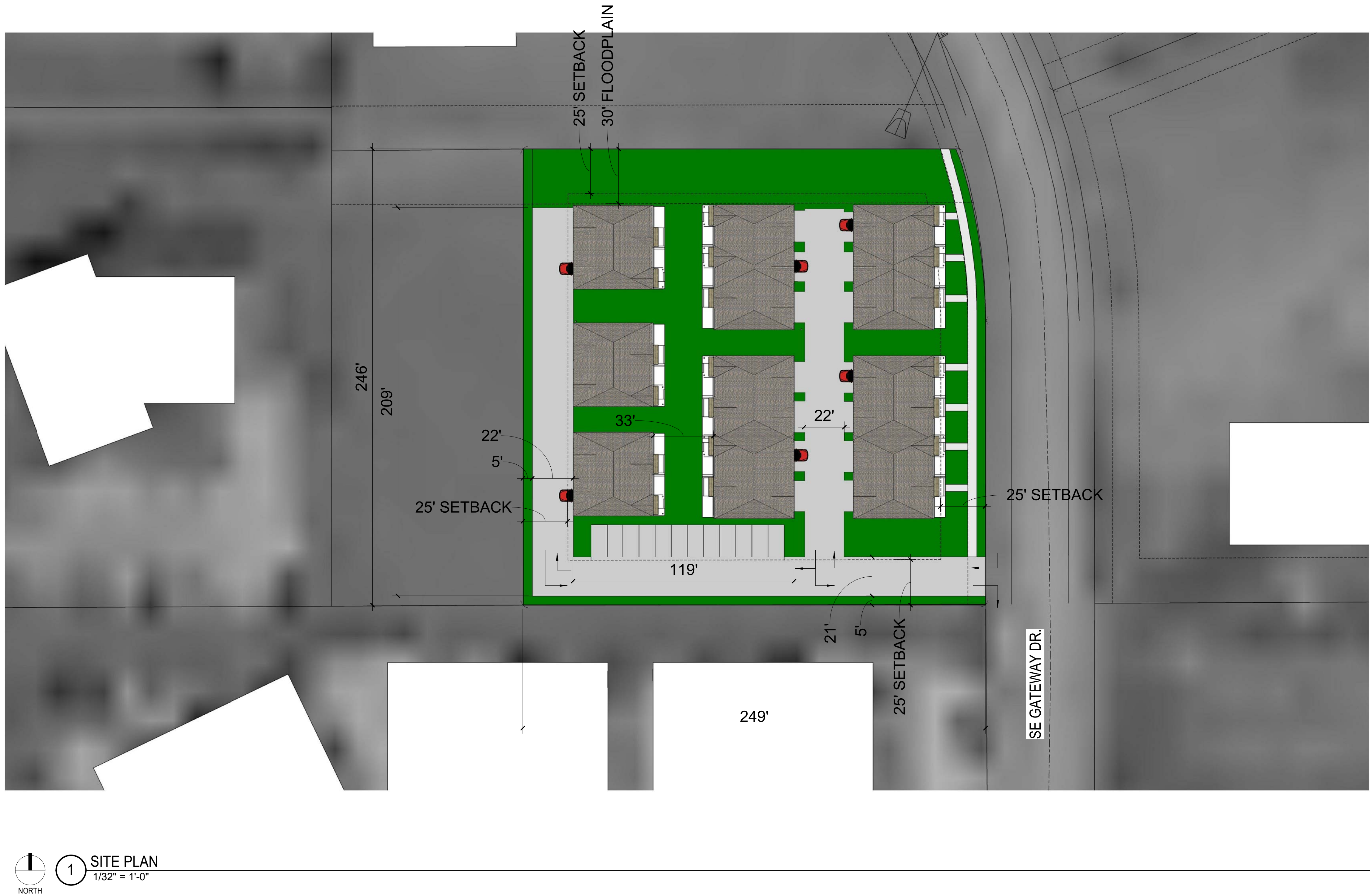
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MISSION

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ET:
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REZONING PROPERTY DESCRIPTION

PART OF LOT 7, GRIMES CROSSING PLAT 3;
CHANGE FROM THE CURRENT C-2 ZONING TO R-3 ZONING.

PROPERTY DESCRIPTION: LOT 7, EXCEPT THE WEST 107
FEET THEREOF, GRIMES CROSSING PLAT 3, AN OFFICIAL
PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AREA: 1.50 ACRES.

LOT USAGE - GREEN SPACE, BUILDINGS, & PARKING

- LOT 7:
LOT 7 IS APPROXIMATELY 65,000 SF AND WILL HAVE APPROXIMATELY
23,000SF OF GREEN SPACE. THE LOT WILL HAVE A TOTAL OF 35%
GREEN SPACE.
(12) PARKING STALLS PROVIDED W/ 1 BEING ADA ACCESSIBLE (5 MINIMUM
STALLS REQUIRED BASED ON 1 STALL FOR EVERY 5 UNITS)
(2) TOWNHOMES (4 UNITS PER BUILDING) W/ INTEGRATED GARAGES
(2) TRIPLEX (3 UNITS PER BUILDING) W/ INTEGRATED GARAGES
(3) DUPLEX TOWNHOMES (2 UNITS PER BUILDING) W/ INTEGRATED GARAGES

INVISION
PLANNING | ARCHITECTURE | INTERIORS

303 Watson Powell Jr.
Way
Suite 200
Des Moines, Iowa 50309
515.633.2941
515.633.2942 Fax
www.invisionarch.com
CONSULTANT:
CIVIL CONSULTANT
BISHOP ENGINEERING

REVISIONS:
Description Date No.

OWNER SIGN-OFF:
DATE NAME

SANAV VENTURE, LLC.

PROJECT NO:
20143

DATE:
09/07/2021

SHEET SET:
REZONING
SUBMISSION

SHEET NAME:
SITE PLAN

SHEET:

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Copyright © 2021

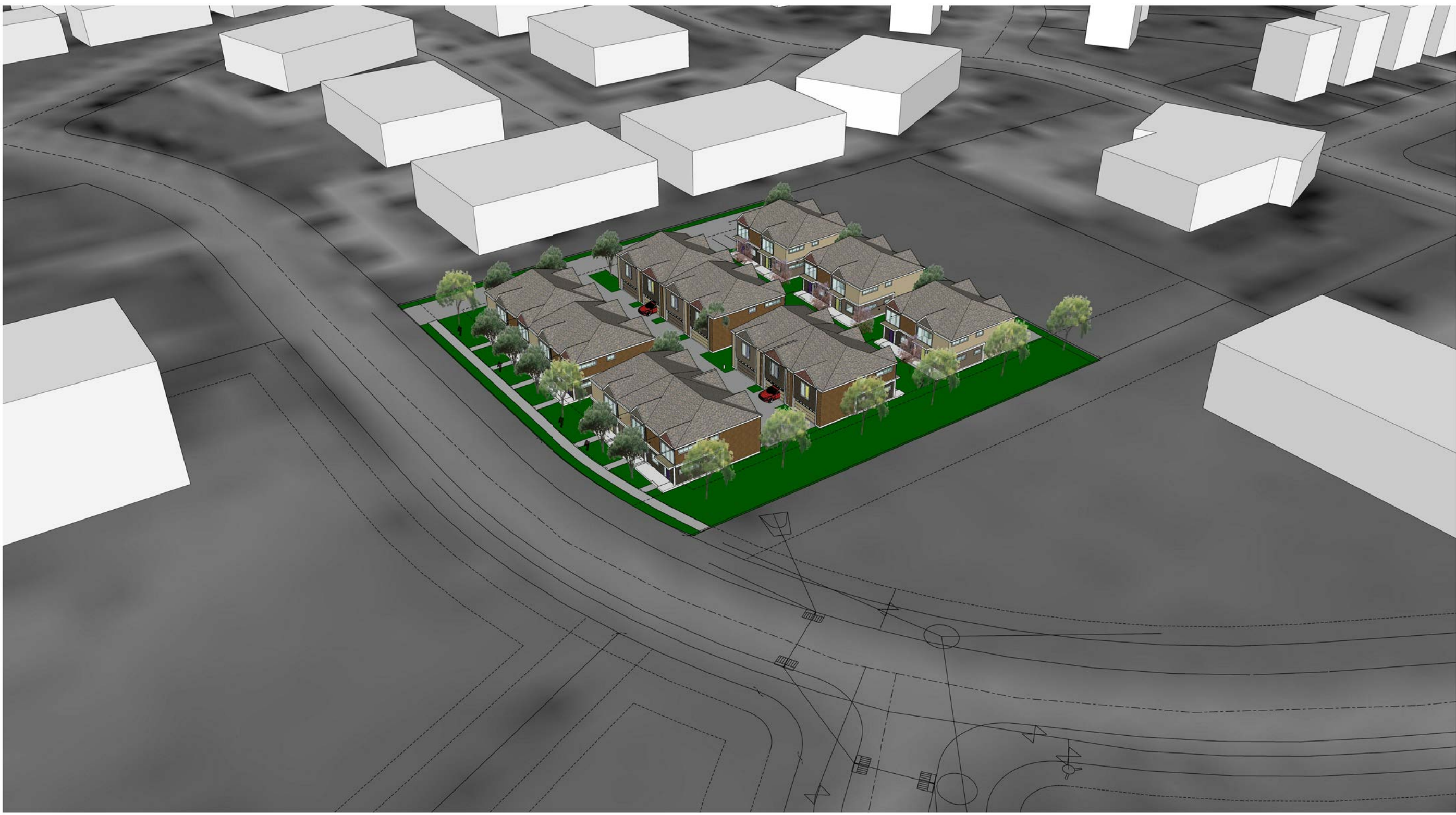
THIS SHEET CONTAINS COLOR CONTENT - THIS SHEET MUST BE PRINTED IN COLOR TO VIEW CONTENT PROPERLY

GRIMES CROSSING DEVELOPMENT

LOT 7
550 SE GATEWAY CIR.
GRIMES, IA 50111



4 VIEW FROM SOUTHEAST
NOT TO SCALE



3 VIEW FROM NORTHEAST
NOT TO SCALE

PLEASE NOTE: ALL BUILDING ELEMENTS AND AESTHETICS
SUBJECT TO CHANGE DURING THE OFFICIAL DOCUMENTATION
PROCESS. BUILDINGS SHOWN ARE A PRELIMINARY CONCEPT
AND ARE SHOWN FOR SIZING REPRESENTATION.



2 VIEW FROM SOUTHWEST
NOT TO SCALE



1 VIEW FROM NORTHWEST
NOT TO SCALE

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9/2/2021 2:26:36 PM
SHEET RESPONSIBILITY: Author

REVISIONS:
Description Date No.

OWNER SIGN-OFF:
DATE NAME

THIS SHEET CONTAINS COLOR CONTENT - THIS SHEET MUST BE PRINTED IN COLOR TO VIEW CONTENT PROPERLY

SANAV VENTURE, LLC.

GRIMES CROSSING DEVELOPMENT

LOT 7
550 SE GATEWAY CIR.
GRIMES, IA 50111

PROJECT NO:
20143

DATE:
09/07/2021

SHEET SET:
REZONING
SUBMISSION

SHEET NAME:
MASSING VIEWS AND
ELEVATION STUDIES

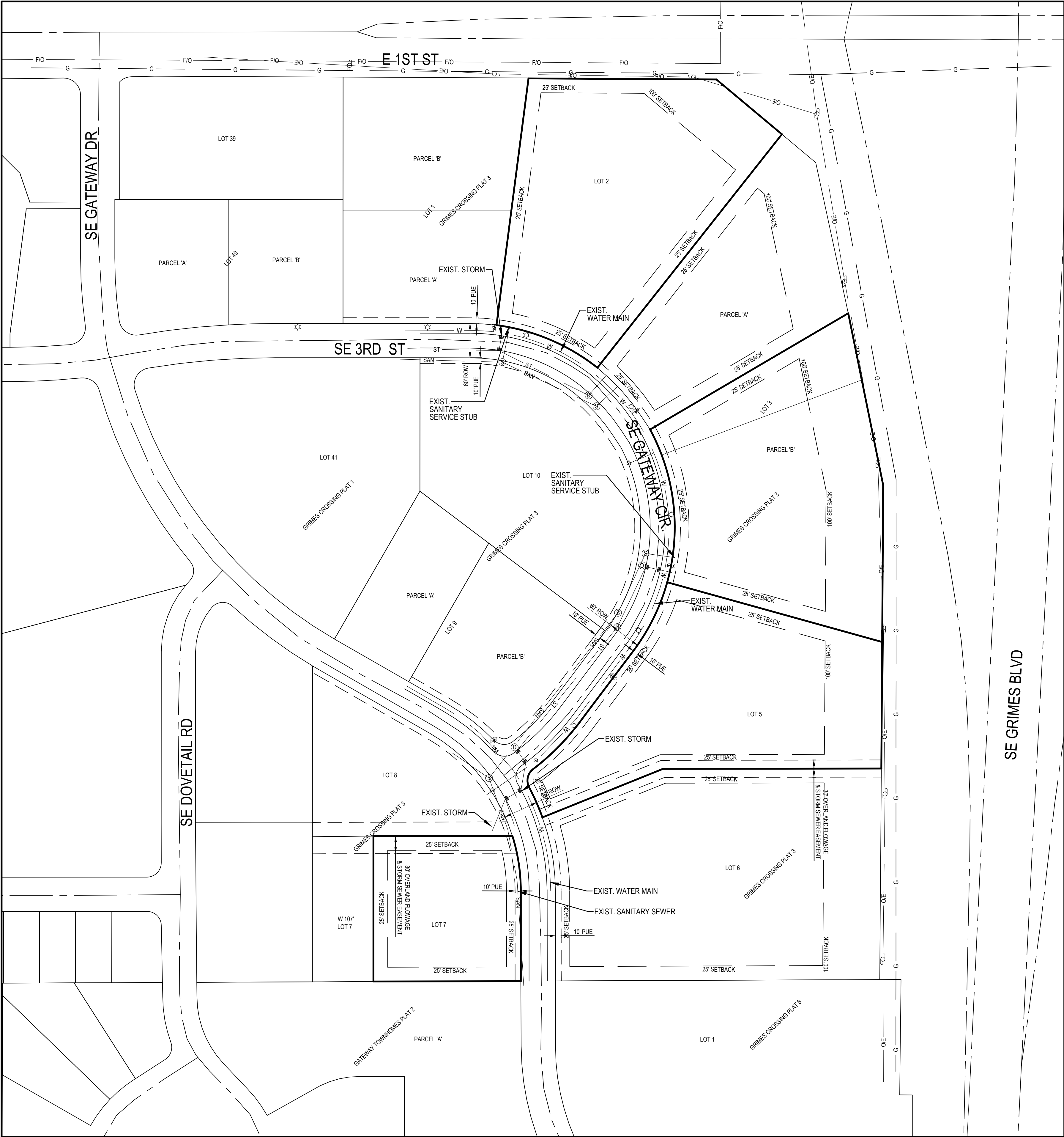
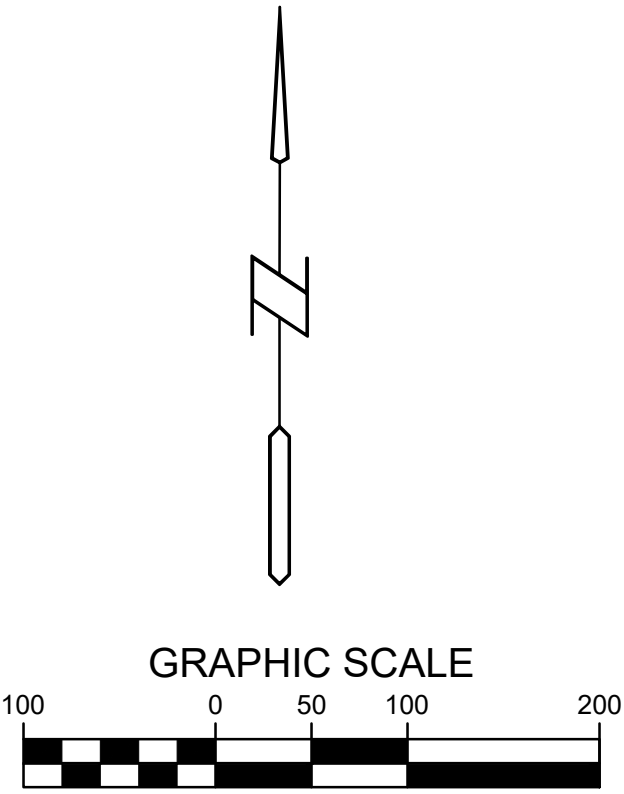
SHEET:

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GRIMES CROSSING PLAT 3 PUBLIC UTILITIES

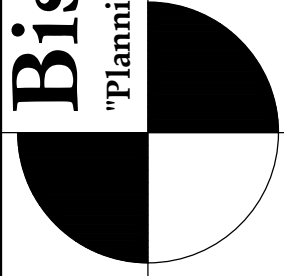
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GRIMES CROSSING MIXED USE
GRIMES, IOWA

REFERENCE NUMBER:
DRAWN BY:
CHECKED BY:
REVISION DATE:
PROJECT NUMBER: 210084
SHEET NUMBER: 1 OF 1

Bishop Engineering
"Planning Your Successful Development"



3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

TREASURER'S REPORT

CALENDAR 8/2021, FISCAL 2/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	10,634,337.30	255,805.19	527,577.97	.00	10,362,582.36
002	LIBRARY FUND	20,699.52	8,444.48	42,498.90	.00	13,354.90-
005	FIRE/RESCUE AUXILIARY	7,333.97	.00	5,389.97	.00	1,944.00
110	ROAD USE TAX	2,768,262.87	106,125.25	76,629.43	.00	2,797,758.69
112	EMPLOYEE BENEFITS	336,845.63	.00	123,141.68	.00	213,703.95
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	1,037,154.52	153,255.27	.00	.00	1,190,409.79
125	TAX INCREMENT FINANCING	858,541.54	.00	.00	.00	858,541.54
160	HOTEL/MOTEL/ECON DEV	237,453.83	18,868.15	.00	.00	256,321.98
161	ECO DEVELOPMENT REVOLVING	155,508.66	2,139.40	.00	.00	157,648.06
167	RESTRICTED GIFTS	107,187.04	.00	.00	.00	107,187.04
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	741,191.86	.00	.00	.00	741,191.86
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	400,000.00	.00	.00	.00	400,000.00
308	CP-SW COUNTY LINE ROAD	9,490.71	.00	.00	.00	9,490.71
309	CP - PARKS	2,864,101.95	.00	.00	.00	2,864,101.95
310	CP - FIRE	474,617.00	.00	274,617.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	348,428.58	.00	.00	.00	348,428.58
314	CP-NE GATEWAY/HOPE COMM	94,708.62-	.00	.00	.00	94,708.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	483,969.96	.00	.00	.00	483,969.96
320	CP-New Jordan Well 2019	677.05	.00	.00	.00	677.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	8,807.15-	45,825.20	47,290.20	.00	10,272.15-
324	CP-Water Plant Exp 2019	225,583.63-	696,423.94	507,458.41	.00	36,618.10-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER CONNECTION	28,618.06-	.00	6,598.82	.00	35,216.88-
329	NW TERRITORY LIFT STATION	1,485,678.83	.00	71,243.64	.00	1,414,435.19
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	1,000,000.00	.00	.00	.00	1,000,000.00
332	ROAD USE EQUIPMENT	250,000.00	.00	213,118.00	.00	36,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	1,739,601.82	.00	361,397.99	.00	1,378,203.83
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	173,672.08	.00	1,665.00	.00	172,007.08
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	168,376.89	.00	.00	.00	168,376.89
340	ANNUAL SIGNAL IMPROVEMENT	626,000.00	.00	.00	.00	626,000.00

TREASURER'S REPORT
CALENDAR 8/2021, FISCAL 2/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	16,383.40	.00	9,330.50	.00	7,052.90
342	WATER SYSTEM STUDY	1,362.34-	.00	2,205.00	.00	3,567.34-
343	JAMES ST CORRIDOR STUDY	296.88	.00	2,100.00	.00	1,803.12-
344	PAVEMENT COND ANALYSIS	95,313.60	.00	5,218.98	.00	90,094.62
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	100,000.00	.00	.00	.00	100,000.00
347	N SPORTS COMPLEX PARKING	381,420.00	.00	.00	.00	381,420.00
348	SPLASH PAD	800,000.00	.00	.00	.00	800,000.00
349	SE 6TH & S JAMES INTERSEC	54,132.90	.00	1,249.15	.00	52,883.75
350	GRIMES LIBRARY BLDG FUND	7,659,834.80	.00	55,017.25	.00	7,604,817.55
351	37TH ST IMPROVEMENTS	763,712.35	.00	.00	.00	763,712.35
352	TRL RDG/BEAV/JACOB WTR MN	823,731.68	.00	.00	.00	823,731.68
353	SANI SEWER STUDY	195,017.00	.00	.00	.00	195,017.00
354	ANNUAL PCC PATCHING	150,000.00	.00	.00	.00	150,000.00
355	TRAFFIC SIGNAL EQUIPMENT	75,000.00	.00	.00	.00	75,000.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMLX IRRIGATION PROJ	155,392.69	.00	27,868.40	.00	127,524.29
358	ANN TRAIL IMPRV & PLAN	208,760.00	.00	.00	.00	208,760.00
359	EMERGENCY WATER MAIN	464,518.00	.00	30,147.15	.00	434,370.85
360	19TH ST WATER MAIN	603,073.15	250,000.00-	.00	.00	353,073.15
361	WW PLANT MBDR RETROFIT	.00	250,000.00	.00	.00	250,000.00
600	WATER	6,849,503.21	629,166.31	179,748.74	.00	7,298,902.94
601	WATER DEPOSITS	172,979.44	5,007.63	5,153.91	.00	172,833.16
602	WATER SINKING	573,743.00	.00	.00	.00	573,743.00
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	5,322,716.61	445,150.49	101,103.15	.00	5,666,763.95
611	SEWER SINKING	647,684.49	.00	.00	.00	647,684.49
670	LANDFILL/GARBAGE	437,637.15	45,515.45	55,638.71	.00	427,513.89
740	STORM WATER	2,278,616.20	63,709.44	19,584.19	.00	2,322,741.45
Report Total		57,986,026.28	2,475,436.20	2,752,992.14	.00	57,708,470.34

BALANCE SHEET

CALENDAR 8/2021, FISCAL 2/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	271,755.56-	5,702,074.82
002-000-1110	CASH - LIBRARY	34,054.42-	13,354.90-
110-000-1110	CASH - ROAD USE	29,495.82	2,797,758.69
112-000-1110	CASH - EMPLOYEE BENEFITS	123,141.68-	213,703.95
121-000-1110	CASH - LOCAL OPTION SALES TAX	153,255.27	1,190,409.79
125-000-1110	CASH - TIF		858,541.54
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	18,868.15	256,321.98
161-000-1110	CASH - ECO DEVELOP REVOLVING L	2,139.40	157,648.06
167-000-1110	CASH - LIBRARY RESTRICTED GIFT		105,354.21
167-000-1111	CASH - PARKS RESTRICTED GIFTS		1,832.83
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE		737,792.54
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		400,000.00
308-000-1110	CASH-CP SW COUNTY LINE ROAD		9,490.71
309-000-1110	CASH - CP - PARKS		2,864,101.95
310-000-1110	CASH - CP-FIRE	274,617.00-	200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE		348,428.58
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,708.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP		483,969.96
320-000-1110	CASH-NEW JORDAN WELL 2019		677.05
323-000-1110	CASH-WATER TOWER 2019	1,465.00-	10,272.15-
324-000-1110	CASH- WATER PLANT EXP 2019	188,965.53	36,618.10-
328-000-1110	CASH-WRA SANI SEWER CONNECT	6,598.82-	35,216.88-
329-000-1110	NW TERRITORY LIFT STATION CASH	71,243.64-	1,414,435.19
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION		1,000,000.00
332-000-1110	CASH-ROAD USE EQUIPMENT	213,118.00-	36,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	361,397.99-	1,378,203.83
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019	1,665.00-	172,007.08
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		168,376.89
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		626,000.00
341-000-1110	HWY 44 STUDY CASH	9,330.50-	7,052.90
342-000-1110	WATER SYSTEM STUDY CASH	2,205.00-	3,567.34-
343-000-1110	JAMES ST CORRIDOR STUDY CASH	2,100.00-	1,803.12-
344-000-1110	CASH PAVEMENT COND ANALYSIS	5,218.98-	90,094.62
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		100,000.00
347-000-1110	CASH N SPORTS COMPLEX PARKING		381,420.00
348-000-1110	CASH SPLASH PAD		800,000.00
349-000-1110	SE 6TH & JAMES INTERSEC CASH	1,249.15-	52,883.75
350-000-1110	GRIMES LIB BLDG CASH	55,017.25-	7,604,817.55
351-000-1110	CASH 37TH ST IMPROVEMENTS		763,712.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN		823,731.68
353-000-1110	CASH SANI SEWER STUDY		195,017.00

BALANCE SHEET
CALENDAR 8/2021, FISCAL 2/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
354-000-1110	CASH ANNUAL PCC PATCHING		150,000.00
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		75,000.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH	27,868.40-	127,524.29
358-000-1110	ANN TRAIL IMP & PLANN CASH		208,760.00
359-000-1110	EMERGENCY WATER MAIN CASH	30,147.15-	434,370.85
360-000-1110	19TH ST WATER MAIN CASH	250,000.00-	353,073.15
361-000-1110	WW PLANT MBDR RETROFIT CASH	250,000.00	250,000.00
600-000-1110	CASH - WATER	447,944.10	4,628,138.36
601-000-1110	CASH - WATER DEPOSITS	146.28-	170,410.94
602-000-1110	CASH - WATER SINKING		573,743.00
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	343,730.28	2,472,875.26
611-000-1110	CASH - SEWER SINKING		647,684.49
670-000-1110	CASH - SOLID WASTE	10,123.26-	427,513.89
740-000-1110	CASH - STORM WATER	44,119.80	2,276,495.81
	CASH TOTAL	273,944.73-	47,129,298.35
005-000-1112	CASH - FD AUXILLARY	5,389.97-	1,944.00
	CASH - FD AUXILLARY TOTAL	5,389.97-	1,944.00
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	.62	58,436.94
200-000-1150	CASH - IPAIT		3,399.32

BALANCE SHEET
CALENDAR 8/2021, FISCAL 2/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CASH - IPAIT TOTAL	.62	61,836.26
600-000-1160	SAVINGS - WATER TAPPING	130.72	989,384.47
740-000-1160	SAVINGS - STORM WATER	5.45	46,245.64
		-----	-----
	SAVINGS TOTAL	136.17	1,035,630.11
610-000-1161	SAVINGS - SEWER TAPPING	317.06	1,033,606.26
		-----	-----
	SAVINGS - RACCOON TOTAL	317.06	1,033,606.26
600-000-1162	SAVINGS - VISION	1,324.91	1,040,667.44
		-----	-----
	SAVINGS - VISION TOTAL	1,324.91	1,040,667.44
601-000-1170	WATER DEPOSIT CD 25712		2,422.22
		-----	-----
	CD'S - CITY STATE TOTAL	.00	2,422.22
001-000-1171	CEMETERY CD 1 304927		31,309.91
001-000-1172	CEMETERY CD 3 222910		20,020.73
001-000-1173	CEMETERY CD 12014736		20,574.37
		-----	-----
	CD'S BANKERS TRUST TOTAL	.00	71,905.01
001-000-1174	CD# 12510837 - GENERAL		2,097,232.64
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	CD# 12510837 - GENERAL TOTAL	.00	2,097,232.64
001-000-1175	CD# 12396252 - GENERAL		2,097,232.64
		-----	-----
	CD# 12396252 - GENERAL TOTAL	.00	2,097,232.64
610-000-1178	CHARTER SEW TAP CD		2,068,746.70
		-----	-----
	CHARTER SEW TAP CD TOTAL	.00	2,068,746.70
		=====	=====
	TOTAL CASH	277,555.94-	57,708,470.34
		=====	=====

BUDGET REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,374,185.00	111,412.00	225,743.00	16.43	1,148,442.00
	FIRE TOTAL	717,457.00	50,727.39	124,882.47	17.41	592,574.53
	AMBULANCE TOTAL	1,748,633.00	102,272.00	255,013.70	14.58	1,493,619.30
	BUILDING INSPECTIONS TOTAL	1,647,101.00	76,818.09	221,086.56	13.42	1,426,014.44
	ANIMAL CONTROL TOTAL	1,000.00	.00	.00	.00	1,000.00
	PUBLIC SAFETY TOTAL	5,488,376.00	341,229.48	826,725.73	15.06	4,661,650.27
	ROADS, BRIDGES, SIDEWALKS TOTA	2,886,941.00	134,639.60	361,322.16	12.52	2,525,618.84
	STREET LIGHTING TOTAL	249,000.00	14,146.93	25,648.78	10.30	223,351.22
	TRAFFIC CONTROL & SAFETY TOTA	17,500.00	150.59	2,641.87	15.10	14,858.13
	SNOW REMOVAL TOTAL	264,283.00	13,861.00	15,491.13	5.86	248,791.87
	PUBLIC WORKS TOTAL	3,417,724.00	162,798.12	405,103.94	11.85	3,012,620.06
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	244.00	3,044.00	38.05	4,956.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	244.00	3,044.00	38.05	4,956.00
	LIBRARY TOTAL	837,637.00	53,736.46	133,850.55	15.98	703,786.45
	PARKS TOTAL	990,930.00	53,253.25	137,343.35	13.86	853,586.65
	NORTH COMPLEX TOTAL	41,000.00	1,345.86	2,009.04	4.90	38,990.96
	SOUTH COMPLEX TOTAL	41,000.00	666.04	2,173.81	5.30	38,826.19
	RECREATION TOTAL	274,300.00	39,492.96	85,823.48	31.29	188,476.52
	REC - YOUTH PROGRAMS TOTAL	25,100.00	2,848.54	12,184.25	48.54	12,915.75
	REC - YOUTH SPORTS TOTAL	22,750.00	567.00	843.25	3.71	21,906.75
	REC - ADULT PROGRAMS TOTAL	4,800.00	.00	.00	.00	4,800.00
	REC - ADULT SPORTS TOTAL	2,500.00	420.00	420.00	16.80	2,080.00
	CEMETERY TOTAL	40,060.00	190.00	380.00	.95	39,680.00
	GCC-GRIMES COMM COMPLEX TOTAL	212,150.00	7,903.44	21,635.56	10.20	190,514.44
	GRIMESPLEX TOTAL	368,500.00	.00	.00	.00	368,500.00
	CULTURE & RECREATION TOTAL	2,860,727.00	160,423.55	396,663.29	13.87	2,464,063.71
	ECONOMIC DEVELOPMENT TOTAL	3,268,157.00	.00	.00	.00	3,268,157.00
	COMMUNITY & ECONOMIC DEV TOTA	3,268,157.00	.00	.00	.00	3,268,157.00
	MAYOR/COUNCIL/CITY MGR TOTAL	314,493.00	21,912.18	53,034.03	16.86	261,458.97
	CLERK/TREASURER/ADM TOTAL	607,160.00	43,291.99	105,211.11	17.33	501,948.89
	ELECTIONS TOTAL	32,000.00	3,400.00	3,400.00	10.63	28,600.00
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	12,497.82	25,836.14	10.63	217,163.86
	CITY HALL/GENERAL BLDGS TOTAL	305,100.00	19,079.09	24,431.41	8.01	280,668.59
	TORT LIABILITY TOTAL	25,000.00	.00	.00	.00	25,000.00
	IT TOTAL	298,060.00	3,930.81	9,571.50	3.21	288,488.50
	OTHER GENERAL GOVERNMENT TOTA	100,000.00	6,430.91	6,557.41	6.56	93,442.59

BUDGET REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	1,924,813.00	110,542.80	228,041.60	11.85	1,696,771.40
	ROADS, BRIDGES, SIDEWALKS TOTA	492,020.00	.00	600.00	.12	491,420.00
	2007 BOND TOTAL	718,082.00	.00	.00	.00	718,082.00
	2012 BOND TOTAL	359,860.00	.00	.00	.00	359,860.00
	2015 BOND TOTAL	860,063.00	.00	.00	.00	860,063.00
	2017A BOND TOTAL	533,632.00	.00	.00	.00	533,632.00
	2017 REFINANCING BOND TOTAL	575,575.00	.00	.00	.00	575,575.00
	2020 GO BOND TOTAL	641,400.00	.00	600.00	.09	640,800.00
	2021 A GO BOND TOTAL	442,966.00	.00	.00	.00	442,966.00
	2021 B GO LOST BOND TOTAL	254,523.00	.00	.00	.00	254,523.00
	DEBT SERVICE TOTAL	4,878,121.00	.00	1,200.00	.02	4,876,921.00
	FIRE TOTAL	200,000.00	.00	.00	.00	200,000.00
	AMBULANCE TOTAL	300,000.00	274,617.00	274,617.00	91.54	25,383.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,355,000.00	594,079.62	926,086.09	39.32	1,428,913.91
	STREET LIGHTING TOTAL	750,000.00	.00	.00	.00	750,000.00
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	7,850,000.00	55,017.25	129,037.95	1.64	7,720,962.05
	PARKS TOTAL	1,900,000.00	27,868.40	83,983.97	4.42	1,816,016.03
	NORTH COMPLEX TOTAL	400,000.00	.00	16,230.00	4.06	383,770.00
	GCC-GRIMES COMM COMPLEX TOTAL	388,400.00	.00	.00	.00	388,400.00
	WATER TOTAL	3,785,000.00	587,100.76	823,146.29	21.75	2,961,853.71
	SEWER/SEWAGE DISPOSAL TOTAL	24,525,000.00	77,842.46	141,630.40	.58	24,383,369.60
	STORM WATER TOTAL	475,300.00	.00	26,202.50	5.51	449,097.50
	CAPITAL PROJECTS TOTAL	43,003,700.00	1,616,525.49	2,420,934.20	5.63	40,582,765.80
	WATER TOTAL	4,511,853.00	184,902.65	365,789.18	8.11	4,146,063.82
	SEWER/SEWAGE DISPOSAL TOTAL	1,947,964.00	101,103.15	201,846.88	10.36	1,746,117.12
	LANDFILL/GARBAGE TOTAL	696,500.00	55,638.71	139,462.47	20.02	557,037.53
	STORM WATER TOTAL	650,360.00	19,584.19	51,779.41	7.96	598,580.59
	ENTERPRISE FUNDS TOTAL	7,806,677.00	361,228.70	758,877.94	9.72	7,047,799.06
	TRANSFERS IN/OUT TOTAL	7,756,751.00	.00	.00	.00	7,756,751.00
	TRANSFER OUT TOTAL	7,756,751.00	.00	.00	.00	7,756,751.00
	TOTAL EXPENSES	80,413,046.00	2,752,992.14	5,040,590.70	6.27	75,372,455.30

REVENUE REPORT
CALENDAR 8/2021, FISCAL 2/2022

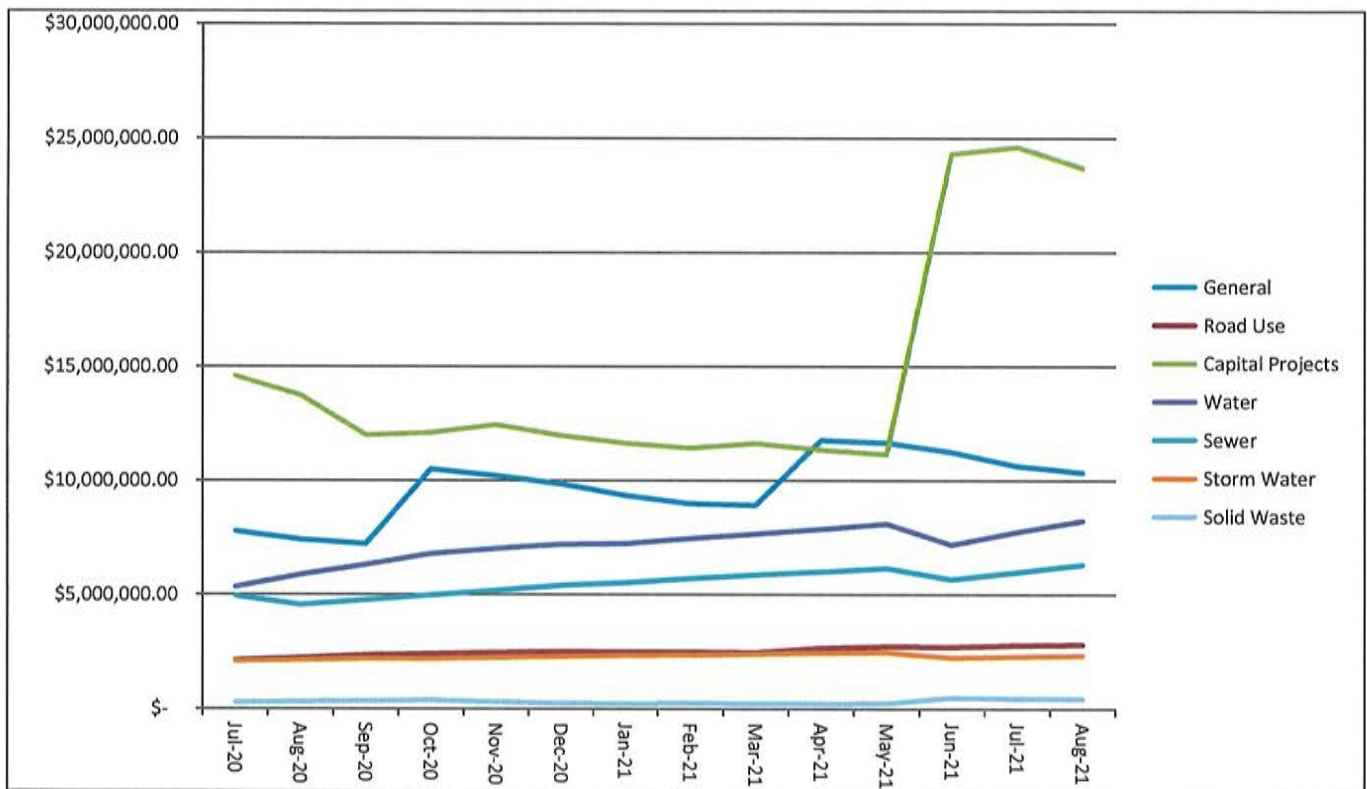
PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,465,092.00	255,805.19	374,063.25	3.26	11,091,028.75
	LIBRARY FUND TOTAL	632,873.00	8,444.48	9,582.33	1.51	623,290.67
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	.00	.00	22,000.00
	ROAD USE TAX TOTAL	1,334,660.00	106,125.25	284,813.13	21.34	1,049,846.87
	EMPLOYEE BENEFITS TOTAL	2,027,690.00	.00	3,616.75	.18	2,024,073.25
	LOCAL OPTION SALES TAX TOTAL	1,400,000.00	153,255.27	267,938.09	19.14	1,132,061.91
	TAX INCREMENT FINANCING TOTAL	5,244,874.00	.00	7,897.82	.15	5,236,976.18
	HOTEL/MOTEL/ECON DEV TOTAL	51,000.00	18,868.15	18,868.15	37.00	32,131.85
	ECO DEVELOPMENT REVOLVING TOTA	12,835.00	2,139.40	2,139.40	16.67	10,695.60
	RESTRICTED GIFTS TOTAL	4,000.00	.00	.00	.00	4,000.00
	DEBT SERVICE TOTAL	5,111,325.00	.00	5,063.71	.10	5,106,261.29
	CP - STORM WATER TOTAL	150,000.00	.00	.00	.00	150,000.00
	CP - PARKS TOTAL	650,000.00	.00	.00	.00	650,000.00
	CP - GRIMES COMMUNITY COM TOTA	300,000.00	.00	.00	.00	300,000.00
	CP-Water Tower 2019 TOTAL	.00	45,825.20	45,825.20	.00	45,825.20-
	CP-Water Plant Exp 2019 TOTAL	2,900,000.00	696,423.94	696,423.94	24.01	2,203,576.06
	WRA SANI SEWER CONNECTION TOTA	20,500,000.00	.00	.00	.00	20,500,000.00
	19TH ST SEWER EXTENSION TOTAL	1,000,000.00	.00	.00	.00	1,000,000.00
	WRA PARALLEL SEWER TOTAL	1,600,000.00	.00	.00	.00	1,600,000.00
	ANN SANI SEWER I&I REHAB TOTA	250,000.00	.00	.00	.00	250,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL WATER MAIN REPLACE TOTA	200,000.00	.00	.00	.00	200,000.00
	HW TRAIL EXTENSION TOTAL	100,000.00	.00	.00	.00	100,000.00
	N SPORTS COMPLEX PARKING TOTA	400,000.00	.00	.00	.00	400,000.00
	SPLASH PAD TOTAL	1,150,000.00	.00	.00	.00	1,150,000.00
	GRIMES LIBRARY BLDG FUND TOTA	7,075,000.00	.00	.00	.00	7,075,000.00

REVENUE REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SANI SEWER STUDY TOTAL	200,000.00	.00	.00	.00	200,000.00
	ANNUAL PCC PATCHING TOTAL	150,000.00	.00	.00	.00	150,000.00
	TRAFFIC SIGNAL EQUIPMENT TOTA	75,000.00	.00	.00	.00	75,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	75,000.00	.00	.00	.00	75,000.00
	EMERGENCY WATER MAIN TOTAL	.00	.00	500,000.00	.00	500,000.00-
	19TH ST WATER MAIN TOTAL	.00	250,000.00-	353,073.15	.00	353,073.15-
	WW PLANT MBDR RETROFIT TOTAL	.00	250,000.00	250,000.00	.00	250,000.00-
	WATER TOTAL	4,718,533.00	629,166.31	1,358,781.58	28.80	3,359,751.42
	WATER DEPOSITS TOTAL	15,000.00	5,007.63	8,576.96	57.18	6,423.04
	WATER SINKING TOTAL	1,779,353.00	.00	.00	.00	1,779,353.00
	SEWER TOTAL	3,549,308.00	445,150.49	840,319.22	23.68	2,708,988.78
	SEWER SINKING TOTAL	375,000.00	.00	.00	.00	375,000.00
	LANDFILL/GARBAGE TOTAL	696,500.00	45,515.45	93,275.82	13.39	603,224.18
	STORM WATER TOTAL	719,850.00	63,709.44	128,289.66	17.82	591,560.34
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		76,684,893.00	2,475,436.20	5,248,548.16	6.84	71,436,344.84
		=====	=====	=====	=====	=====



City of Grimes Claims 9 28 2021

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT-LIBRARY	188.45
CENTRAL PUMP AND MOTOR	REBUILD PUMP-SEWER	4,441.42
ICAP	INS FOR ST LTS FOR BAL 2021	2,726.00
D&K PRODUCTS	FERTILIZER/WEED CONTROL	720.96
MAHLER JOHN MARC	HBI FALL 2021	500
ACCU JET	JETTING AT WWTP	1,236.52
AIA CORPORATION	DUTY UNIFORM - ALEX AUBERT	153.83
EUROFINS TESTAMERICA	WASTE WATER TESTS	660
JOHNSON CONTROLS SECURITY	OLD CH SECURITY 10/1-12/31/21	232.57
BAKER & TAYLOR	LIBRARY MATERIALS	940.97
BEISSER LUMBER	2X2/DOOR TRAINING PROP-FD	163
BLACK HILLS ENERGY	GAS	36.68
BDI SIGNS	LIBRARY PROGRAMMING SUPPLIES	208
SHADRAN INDUSTRIAL & SANI	JULY CLEANING CH	1,263.78
KOCH OFFICE GROUP	COPIER OVERAGE 5/28-8/27/21	160.9
CENTRAL IOWA PEST	PEST CONTROL	325
CENTRAL IOWA MECHANICAL	ADJUSTED LOOSE BELT	186
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,088.74
CORE & MAIN	MAINT FOR GABUS POND	525
FOX ENGINEERING ASSOCIATE	SE 11TH	400
FIRE RECOVERY EMS	COLLECTIONS	3.55
GRAINGER	DIAPHRAM PUMP	485.43
HACH COMPANY	AMMONIA PROBE	1,030.16
HAWKINS INC.	CHEMICALS	13,532.30
WHEELER JAMES	HBI SPRING/FALL 2021	1,000.00
RODAN OFFICE CLEANING	AUGUST CLEANING-LIBRARY	630
STATE HYGIENIC LABORATORY	WATER TESTS	20
IOWA ASSN OF MUNICIPAL UT	TRAINING - GUTHRIE	125
IOWA DEPT OF REVENUE	WATER EXCISE TAX/SALES TAX AUGUST	46,006.00
IOWA DEPT.OF TRANSPORTION	SIGN TUBING/ANCHORS/PAINT	8,870.35
IOWA LIBRARY ASSOCIATION	ILA CONF-RACHEL DAHM	205
IOWA FIRE EQUIPMENT CO.	FIRE EXT INSPECTIONS/SERVICE	823.5
IPERS	IPERS	55,546.20
LEAF	COPIER LEASE GCC	77.97
GODSEY MAXX	HBI FALL 2021	500
LIBERTY READY MIX	STREET REPAIRS	4,070.50
LOGAN CONTRACTORS SUPPLY	MARKING PAINT	208.25
MAIL SERVICES	MONTHLY UTILITY STATEMENTS	5,172.92
MEDIACOM	INTERNET PW	532.55
METRO WASTE AUTHORITY	LARGE ITEM/EXTRA GARBAGE STCKR	1,045.53
MIDAMERICAN ENERGY	ELECTRIC	22,549.01
MTI DISTRIBUTING INC.	IRRIGATION REPAIR	52.62
MUNICIPAL SUPPLY, INC.	METER SPUDS	2,379.75
NATIONAL RECREATION AND P	MEMBERSHIP-BRIAN,CJ,MARK	675
O'REILLY AUTO PARTS	S109 VEHICLE REPAIR	142.21
OFFICE DEPOT CITY HALL	BANKERS BOXES/OFFICE SUPPLIES	274.17
TRUE VALUE	FUSES/HARDWARE	69.37
POLK CO RECORDER	CONSENT	101
RACOM CORPORATION	RADIO ACCESS	709.78
SKUYA JOSEPH K.	HBI SPRING/FALL 2021	1,000.00
SHATTUCK/RPM INC	STORM WATER/GABUS POND	85.5
STIVERS FORD	SERVICE ON A373	101.35
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,534.62
SYNCB/AMAZON	MATERIALS/SUPPLIES	1,454.70
TRIPLETT OFFICE ESSENTIAL	2 CHAIRS	1,018.00
USA BLUE BOOK	LAB SUPPLIES	52.8
VERIZON WIRELESS, BELLEVU	IPAD SERVICE	709.76
VAN WALL EQUIPMENT	PARKS ZERO TURN MOWERS	238.92
WHITFIELD & EDDY	GENERAL/PROJECT LEGAL FEES	17,437.50
WRIGHT OUTDOOR SOLUTIONS	TREE REMOVAL-DISEASED	845
CENTURY LINK	PHONE	2,475.44
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	1,075.36
HUELIFE, LLC	TRAINING	9,522.28
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT LIBRARY	174.41
EFTPS	FED/FICA TAX	45,555.19

HR GREEN	PAVEMENT MNGMT STUDY	1,635.00
ROTO ROOTER	SEWER BLOCKAGE/897 N JAMES	550
BOLTON AND MENK INC	PROJECT ENGINEERING	35,883.00
MCCLURE ENGINEERING	RO WATER TREATMENT PLANT	21,215.20
DUCKETT, NICHOLAS	SAFETY - NICK DUCKETT	249.98
VOYA	DEFER COMP PRE	2,006.00
FOTH INFRASTRUCTURE & ENV	SANITARY SEWER STUDY	22,528.00
AIG	DEFER COMP PRE	732.5
HORACE MANN	DEFER COMP ROTH	225
MASSMUTUAL	DEFER COMP PRE	1,250.00
STEELE, DIANE D	FACILITY REFUND	300
MSA PROFESSIONAL SERVICES	N SP CMLPX PARKING LOT IMPROVE	13,415.00
MICROMARKETING LLC	LIBRARY MATERIALS	72.24
RYAN, JESSE	HBI FALL 2021	500
RELIABLE MAINTENANCE CO	JULY CLEANING GCC	2,325.00
AIRGAS USA LLC	SUPPLIES	51.3
SCENTAIR TECHNOLOGIES	SCENT AIR GCC	596
REG MKTG & LOGISTIC GROUP	FUEL	4,823.39
I&S GROUP, INC	WATERWORK PARKS ANALYSIS	1,500.00
IRRIGATION-IA, LLC	S SPT COMPLX IRR PROJECT	34,052.00
EBS	OCTOBER EMPLOYEE INSURANCE	58,908.23
SYNERGY FIRE & SAFETY	SLUDGE HAULING	3,559.12
HALBROOK EXCAVATING, INC	KNYBRK S BASIN IMPROVEMENTS	319,285.50
FRONTLINE WARNING SYSTEMS	NEW WARNING SIRENS	73,433.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>122,157.01</u>
	CLAIMS TOTAL	987,529.24
	GENERAL FUND	322,754.41
	LIBRARY FUND FUND	26,442.37
	ROAD USE TAX FUND	36,438.91
	EMPLOYEE BENEFITS FUND	50,376.73
	KENNYBROOK PK WQI IMPRV FUND	319,285.50
	CP-Water Tower 2019 FUND	714.31
	CP-Water Plant Exp 2019 FUND	20,500.89
	WRA SANI SEWER CONNECTION FUND	4,815.00
	HWY44 & COUNTY LN RD 2020 FUND	24,038.50
	SE 11th ST RR/James 2019 FUND	2,717.50
	HWY 44 STUDY FUND	8,272.00
	JAMES ST CORRIDOR STUDY FUND	2,927.50
	PAVEMENT COND ANALYSIS FUND	1,635.00
	N SPORTS COMPLEX PARKING FUND	7,985.00
	TRL RDG/BEAV/JACOB WTR MN FUND	5,430.00
	SANI SEWER STUDY FUND	19,600.50
	S CMLPX IRRIGATION PROJ FUND	34,052.00
	WATER FUND	65,291.54
	SEWER FUND	27,502.50
	LANDFILL/GARBAGE FUND	1,000.00
	STORM WATER FUND	<u>5,749.08</u>
		987,529.24
August Monthly Revenue	GENERAL FUND	255,805.19
	LIBRARY FUND	8,444.48
	ROAD USE TAX FUND	106,125.25
	LOCAL OPTION SALES TAX FUND	153,255.27
	HOTEL/MOTEL TAX FUND	18,868.15
	ECONOMIC DEVELOPMENT FUND	2,139.40
	CAPITAL PROJECTS FUNDS	742,249.14
	WATER FUND	634,173.94
	SEWER FUND	445,150.49
	LANDFILL/GARBAGE FUND	45,515.45
	STORM WATER FUND	<u>63,709.44</u>
		2,475,436.20

Amazon Charges	<u>Amount</u>	<u>Description</u>
Public Works		
Administration	\$56.63	coffee, stapler, post-it-notes
	\$12.74	supplies for medical cabinet
Dev Services		computer power cord, screen
	\$88.93	protector, lpad case
	\$79.99	bluetooth headset
		dry erase markers & board, glass
		computer pad, desk organizer, laptop
	\$91.16	vertical stand
Parks & Rec		
Library	\$863.03	Library Materials
	\$110.49	Library-cords, planner labeling supplies
	\$151.73	Library programming supplies
	\$1,454.70	



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Interstate Gateway Business Park Plat 2 – Final Plat

SYNOPSIS:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the property. The proposed final plat will provide for three development lots, of which Lot 1 is proposed to be a Hy-Vee Fast & Fresh and coffee shop.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Preliminary Plat – 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 09/01/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the final plat for Interstate Gateway Business Park Plat 2, subject to any remaining staff comments and legal review.

RESOLUTION NO. 09-2021

RESOLUTION APPROVING FINAL PLAT OF INTERSTATE GATEWAY BUSINESS
PARK PLAT 2 AND CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Interstate Gateway Business Park Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by Hy-Vee, Inc., (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the plat of Interstate Gateway Business Park Plat 2 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

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

That the plat of Interstate Gateway Business Park Plat 2 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED, that the required sidewalks within the Plat are not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all easement and other agreements, and file the final plat of Interstate

Gateway Business Park Plat 2, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this 28th day of September, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~August 12, 2020~~

~~August 24, 2020~~

September 15, 2021

Civil Engineering Consultants, Inc.

Attn: Ed Arp

2400 86th Street, Unit 12

Des Moines, IA 50322

RE: Interstate Gateway Business Park Plat 2 Final Plat

Dear Mr. Arp:

The Development Services Department is in receipt of a proposed Final Plat for Interstate gateway Business Park Plat 2. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Property addresses are provided below.~~
 - ~~a. Lot 1 1701 SE 37th Street~~
 - ~~b. Lot 2 1601 SE 37th Street or 3605 SE Gateway Drive~~
 - ~~c. Lot 3 3455 SE Gateway Drive~~
- ~~2. Provide a separate sheet with the MPEs for each lot. The sheet must be signed by a Civil Engineer. Please provide~~
- ~~3. Update the notes to reflect this project, City of Grimes, and include any dedications.~~
- ~~4. Are there any new easements proposed?~~
- ~~5. Provide a sanitary sewer easement.~~
- ~~6. Make sure all property line lengths are labeled. It appears some lengths are missing between property pins~~
- ~~7. Provide curve data for C1 and add L2, L3, L5, L6 to the line table.~~

- ~~8. On Exhibit B for the Ingress/Egress easement document for the easement along SE 37th St, the “Legal Description: Private ingress/Egress Easement” should say Interstate Gateway Business Park Plat 2, not Plat 1.~~

Legal Comments:

Please provide legal documents by September 11, 2020 to make October 13th Council meeting

- ~~1. Title opinion~~
- ~~2. Consent(s) to Plat~~
 - ~~a. Owner consent~~
 - ~~b. Mortgagee consent (if applicable)~~
- ~~3. Treasurer’s Certificate~~
- ~~4. County Subdivision Name Approval~~
- ~~5. Legal description in Word format~~
- ~~6. Easement documents and legal descriptions~~
- ~~7. Declaration and Covenants, Restrictions and Easements~~
8. Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

- | | |
|-------------------------------|--|
| SUBMITTAL DATE: | August 21, 2020
(1 PDF of Final Plat and Legals) |
| PLANNING & ZONING: | September 1, 2020 at 5:30 |
| COUNCIL MEETING: | September 28, 2021 at 5:30 |

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

FINAL PLAT
INTERSTATE GATEWAY BUSINESS PARK PLAT 2
GRIMES, IA

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

INDEX LEGEND	
COUNTY:	POLK
LOTS:	1, 2 AND 3
SUBDIVISION:	INTERSTATE GATEWAY BUSINESS PARK
CITY:	GRIMES
PROPRIETOR (S):	HY-VEE INC.
REQUESTED BY:	HY-VEE INC.
PROFESSIONAL LAND SURVEYOR:	JEFFERY A. GADDIS P.L.S. NO. 18381
RETURN TO: COMPANY:	CIVIL ENGINEERING CONSULTANTS, INC ATTN: JEFFERY A. GADDIS P.L.S. NO. 18381 2400 86TH STREET, UNIT 12, URBANDALE, IA 50322 PHONE: 515-276-4884



VICINITY SKETCH



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
1	COVER
2	FINAL PLAT

NOTES

1. THE ALLOWABLE ERROR OF CLOSURE FOR THE BOUNDARY IS 1:10,000 AND THE ALLOWABLE ERROR OF CLOSURE FOR EACH LOT IS 1:5,000.
2. THE EASEMENTS SHOWN ON ADJOINING OWNERS PROPERTY ARE NOT PART OF THIS PLAT AND ARE SHOWN FOR REFERENCE ONLY. THESE EASEMENTS SHALL BE ACQUIRED THROUGH A SEPARATE RECORDED DOCUMENT.
3. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PERFORMED BY THIS SURVEYOR.
4. MONUMENTS TO BE SET WITHIN ONE YEAR THE FINAL PLAT'S RECORDING DATE.
5. A BLANKET INGRESS/EGRESS ACCESS AGREEMENT SHALL BE ESTABLISHED TO FACILITATE VEHICULAR AND PEDESTRIAN TRAFFIC FROM SE 37TH STREET TO GATEWAY DRIVE.
6. PROPERTY CORNER SHALL BE SET WITHIN ONE YEAR OF FINAL PLAT RECORDING.

LEGEND

- ▲

●

○
- FOUND SECTION CORNERS
FOUND CORNERS (5/8" I.R. W/ YELLOW CAP #7844 UNLESS OTHERWISE NOTED)
SET PROPERTY CORNER (5/8" I.R. W/BUE CAP #18381 UNLESS OTHERWISE NOTED)
- ----

- PLAT BOUNDARY
EXISTING PROPERTY LINES
PROPOSED LOTS
EASEMENT LINES
BUILDING SETBACK LINES (B.S.L.)
CENTERLINE STREET
- D.

P.

M.

I.R.

I.P.

BK. XXX, PG. XXX

R.O.W.

P.U.E.
- DEEDED BEARING & DISTANCE
PREVIOUSLY RECORDED BEARING & DISTANCE
MEASURED BEARING & DISTANCE
IRON ROD
IRON PIPE
COUNTY RECORDER'S INDEXING BOOK
RIGHT-OF-WAY
PUBLIC UTILITY EASEMENT

SUBMITTAL TABLE	
SUBMITTAL DATE	SUBMITTAL NOTES
JULY 27, 2020	INITIAL SUBMITTAL
AUG 24, 2020	CITY COMMENTS
JUN. 11, 2021	ADJUSTED SOUTH LINE OF LOT 3
SEP. 15, 2021	CITY COMMENTS (CURVE & LINE TABLE)
.....	
.....	
September 15, 2021	CURRENT PLOT DATE

PROPERTY OWNERS:

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

APPLICANT:

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

LEGAL DESCRIPTION

LOTS 1, 2 & 3 INTERSTATE GATEWAY BUSINESS PARK, AN OFFICIAL PLAT RECORDED IN BOOK 8519, PAGE 938 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF GRIMES, POLK COUNTY, IOWA.

LAND AREA

396,210 S.F.
9.10 ACRES

LAND USE

OFFICE / WAREHOUSE

BUILDING SETBACKS

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

BUILDING HEIGHT REQUIREMENTS

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

ZONING

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

FLOOD ZONE DESIGNATION

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

CERTIFICATIONS

PROFESSIONAL LAND SURVEYOR

JEFFREY A. GADDIS
18381

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
September 15, 2021
JEFFREY A. GADDIS, IOWA LICENSE NO. 18381
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 - 2



DATE:	September 15, 2021
	JUN. 11, 2021
	AUG. 24, 2020
	JULY 27, 2020
DATE OF SURVEY:	MARCH 27, 2020
DESIGNED BY:	ARP
DRAWN BY:	MM-JAG

INTERSTATE GATEWAY BUSINESS PARK PLAT 2

3605-3505-3455 GATEWAY DRIVE, GRIMES, IA

COVER

SHEET

OF 2

A-2059

Civil Engineering Consultants, Inc.

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





CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
CI	90°00'00"	20.00'	31.42'	20.00'	28.28'	S45°02'04"E





101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

B-Bop's – Lighting

SYNOPSIS:

The applicant is requesting approval of additional lighting for the proposed B-Bop's located at the northwest corner of NE Gateway Drive and NE 2nd Court. The site plan was previously approved by Council in August. No changes are proposed to the site plan layout with this request.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Site Plan – August 2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning 09/07/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the lighting for B-Bop's based on P&Z's previous stance for building lighting by limiting the color change frequency to once per day.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: September 7, 2021
RE: B-Bop's – Lighting

GENERAL INFORMATION:

Applicant:

B-Bop's Inc.

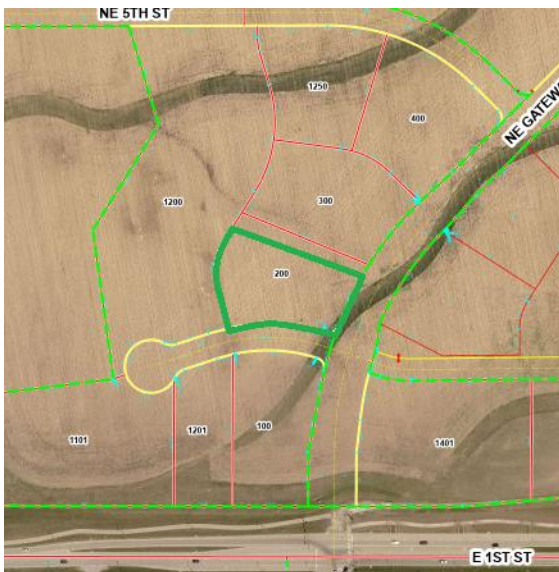
Requested Action

Site Plan

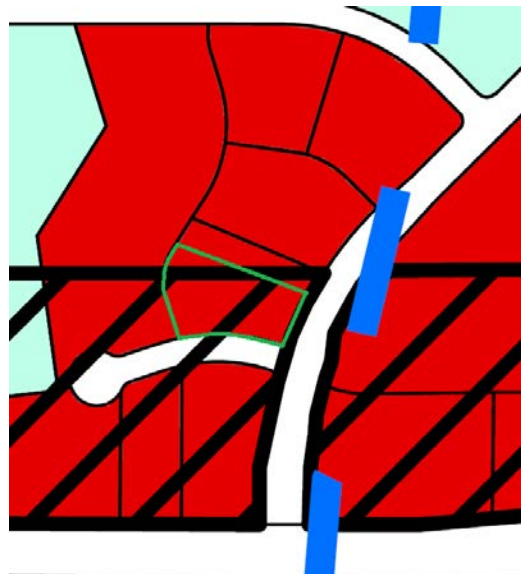
Location

NE Gateway Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use 1	C-2
North	Vacant	Mixed Use 1	C_2
South	Commercial	Mixed Use 1	C-2
East	Commercial	General Commercial	C-2
West	Vacant	Mixed Use 1	C-2

BACKGROUND:

The applicant is requesting approval of additional lighting for the proposed B-Bop's located at the northwest corner of NE Gateway Drive and NE 2nd Court. The site plan was previously approved by Council in August. No changes are proposed to the site plan layout with this request.

ANALYSIS:

The B-Bop's previously proposed a pink colored neon light strip across all facades of the building. This lighting is still proposed today and was presented to and previously approved by P&Z and Council.

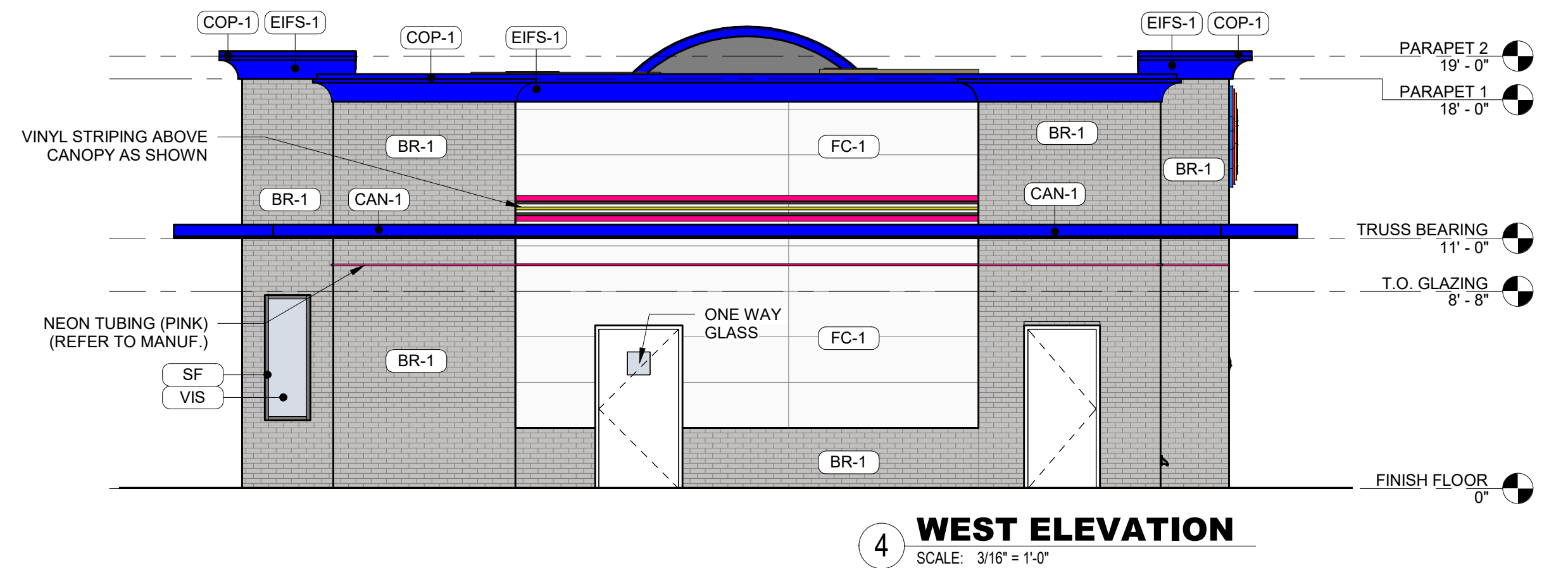
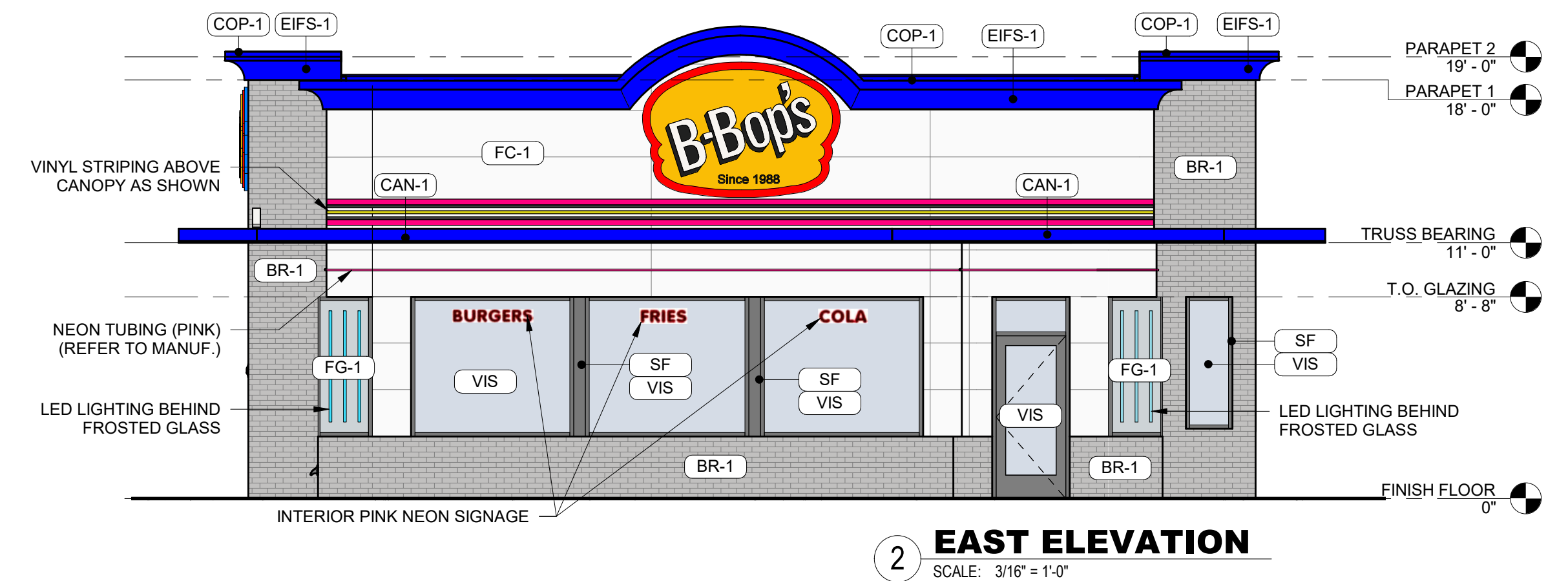
The applicant would like to add colored LED lighting behind the frosted glass on the east façade of the building facing NE Gateway Drive. The lights are proposed to gently change colors every 8 to 10 seconds. However, the frequency can be adjusted. The colored lighting is proposed to be soft lighting.

STAFF RECOMMENDATION:

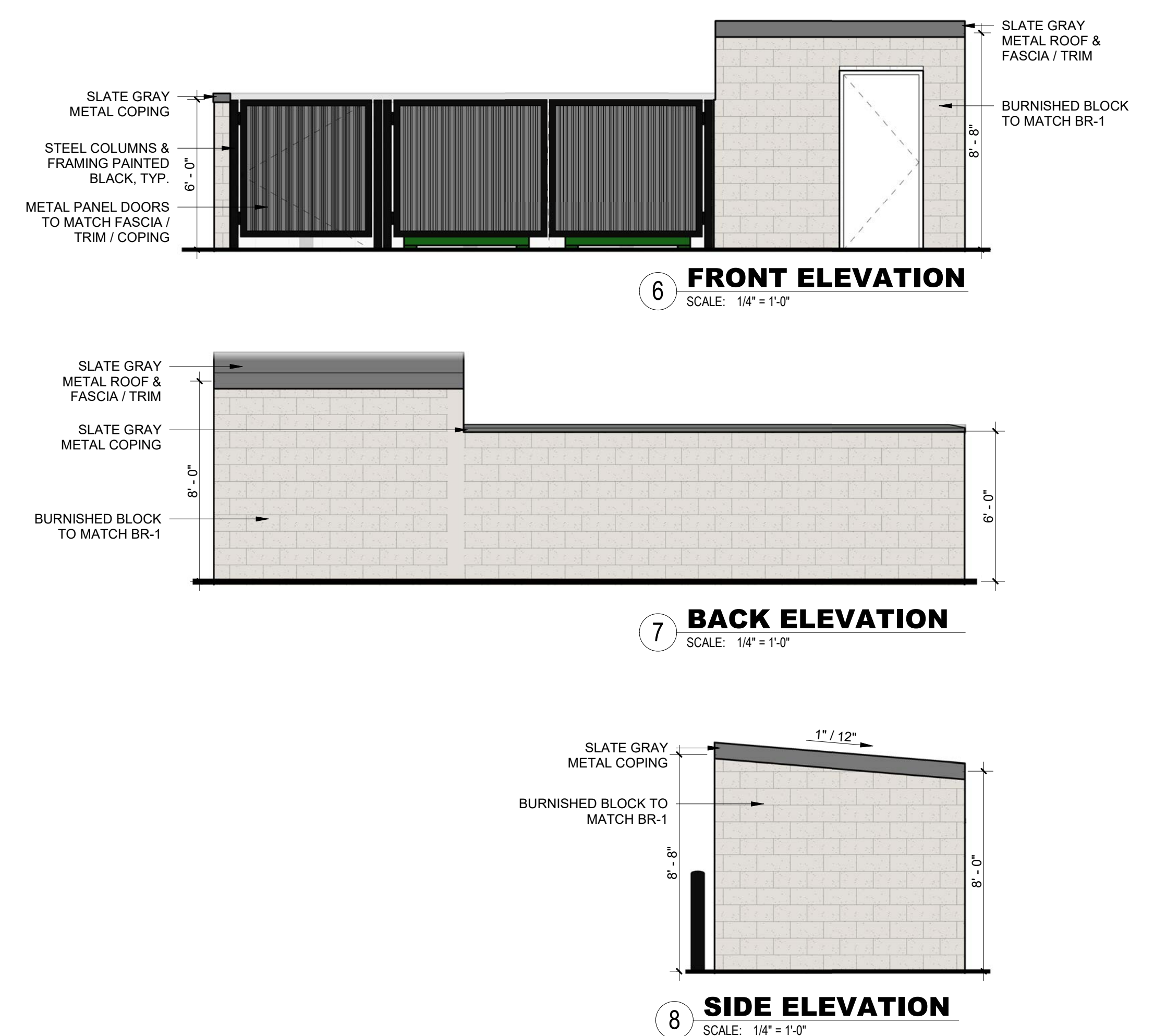
Staff would recommend approval of the lighting for B-Bop's based on P&Z's previous stance for building lighting by limiting the color change frequency to once per day.

CITY OF GRIMES

Evann Martin
Assistant Planner



EXTERIOR MATERIAL LEGEND	
MAT. LABEL	MATERIAL DESCRIPTION
BR-1	3 5/8" x 2 1/4" x 7/8" MODULAR BRICK; GLAZED; INSTALLED IN RUNNING BOND PATTERN; ELGIN BUTLER (OR APPROVED EQUAL) COLOR: 7400 DOVE GRAY; NATURAL MORTAR
CAN-1	FRAMED CANOPY (REFER TO STRUCTURAL) W/ PRE-FINISHED BRASS METAL; COLOR: ELECTRIC BLUE
COP-1	PRE-FINISHED METAL COPING; COLOR: ELECTRIC BLUE
EIFS-1	EXTERIOR INSULATION FINISH SYSTEM; SMOOTH; COLOR: ELECTRIC BLUE
FC-1	2X10 FIBER CEMENT PANEL W/ FRY REGLET TRIM SYSTEM; HARDIE PANEL (OR APPROVED EQUAL); INSTALLED HORIZONTALLY W/ VERTICAL JOINTS ALIGNED; EXPOSED FASTENERS TO BE FLUSH & PAINTED TO MATCH PANEL, SMOOTH COLOR: WHITE; TRIM: WHITE TO MATCH PANEL, SMOOTH COLOR: WHITE
FG-1	1" INSULATED FROSTED GLASS W/ LOW E COATING
SF	T.B. ALUMINUM STOREFRONT FRAMING: CLEAR ANODIZED FINISH
VIS	1" INSULATED VISION GLASS; CLEAR W/ LOW E COATING





2415

FRIES

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KUMON



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Legacy Park Lot 3 – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for two 135,000 square foot warehouse buildings located at 1200 SE 19th Street. The property is located within the M-1A zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat for Legacy Park – 2017

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 09/07/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for Legacy Park Lot 3 subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: September 7, 2021
RE: Legacy Park Lot 3 – Site Plan

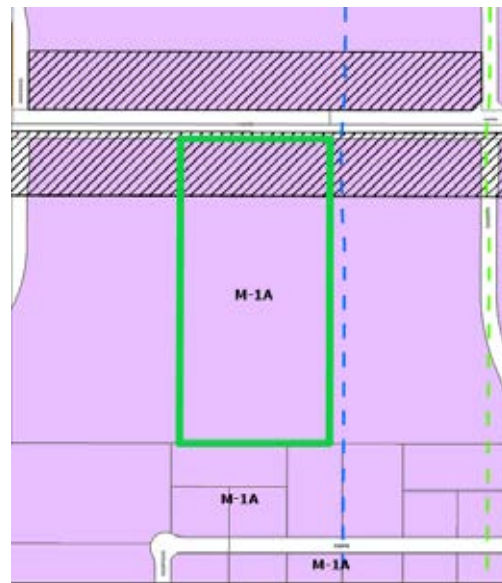
GENERAL INFORMATION:

Applicant:	Anderson Companies
Requested Action	Site Plan
Location	1200 SE 19 th Street

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	M-1A
North	Light Industrial	Mixed Use 2	M-1A
South	Vacant and Public Facilities	Light Industrial and Public Facilities	M-1A
East	Business Park	Light Industrial	M-1A
West	Business Park	Light Industrial	M-1A

BACKGROUND:

The applicant is requesting approval of the site plan for two 135,000 square foot warehouse buildings located at 1200 SE. 19th Street. The property is located within the M-1A zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed out of pre-cast concrete. The buildings will be the same as the existing warehouse buildings to the east of this site. No dumpster enclosures are proposed and notes on the plan indicate that the trash and recycling will be handled internally.

Site Layout:

The site will be accessed from two points along SE 19th Street. Both of these access points correspond to the existing access points to Legacy Park Lot 2 and Legacy Park Lot 4. Pedestrian connectivity is provided along SE 19th Street and sidewalk connection will be provided into the site from SE 19th Street.

Pole mounted light fixtures will be installed within the parking lot. Wall pack lighting will be provided on the building facades.

Parking:

The site provides more than the required number of parking spaces for the site and does provide more than 25% above the minimum. Parking has been provided for the two buildings with 371 total spaces provided. Due to the flex nature of the uses, the applicant desires to provide additional parking and has provided additional open space to accommodate the increased parking.

Landscaping/Streetscape:

Staff is working with the applicant to address the landscaping requirements which will be provided to meet the Transportation Overlay standards. Landscaping is provided along SE.

19th Street, between the west and south property lines, within the parking islands, and near the transformers to shield them from the right-of-way.

Utilities:

The sanitary sewer will connect to the existing 18" sanitary sewer along SE 19th Street.

Water will connect to the existing 8" water service on the north side of the lot. The building is proposed to be fitted with a fire suppression system and therefore the appropriate FDC and hydrant locations have been provided.

A detention basin is located on the north side of the site.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Legacy Park Lot 3 subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~August 5, 2021~~

~~August 20, 2021~~

~~August 25, 2020~~

September 22, 2021

Bishop Engineering

Attn: Brad Kuehl

3501 104th Street

Des Moines, IA 50322

RE: Legacy Park Lot 3 Site Plan

Dear Mr. Kuehl:

The Development Services Department is in receipt of a proposed Site Plan for Legacy Park Lot 3. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. Provide IDNR Water permit. **Please provide IDNR water main construction permit.**

~~2. Provide photometric plan and lighting cut sheets.~~

Sheet C0.1:

~~1. Update City stand notes.~~

~~2. Provide justification for the providing more than 25% over the minimum required number of parking spaces.~~

~~3. Demonstrate that the site meets the open space requirements for providing more than 25% above the minimum required parking spaces. See 165.34.4. E.~~

4. Please update the project address to the following:

a. West Building 1100 SE 19th St

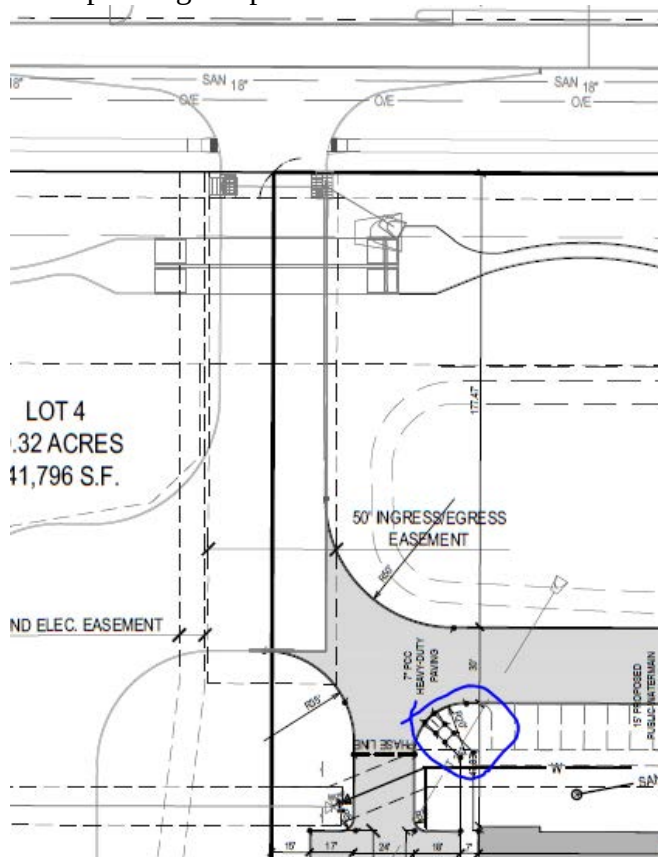
b. East Building 1200 SE 19th St

Sheet C0.2:

- ~~1. Sanitary MH was not installed with previous phase.~~

Sheet C2.1:

- ~~1. How will the sidewalk along the east driveway entrance connect to this site? Show sidewalk and ramps.~~
- ~~2. Where does the sidewalk ramp at the west driveway entrance connect? Show corresponding ramp and sidewalk.~~



- ~~3. Label parking lot light locations. Are parking lot lights proposed? The photometric plan only showed the wall lights.~~

Sheet C3.1:

- ~~1. Provide blown-up detail for all ADA parking spaces and ramps. Label slope and cross slope. Please provide.~~

Sheet C4.1:

- ~~2. Hydrant locations are inadequate. Please provide additional hydrants to provide coverage of the building.~~
- ~~3. Please demonstrate hydrant coverage by labeling 150' linear routes along the path of travel for the fire truck (around islands, parking, other obstacles).~~
- ~~4. The fire service main is shown as a 6" main, which is not likely to be adequate for the flows that will be required.~~
- ~~5. Watermain from 19th St. was installed with last phase. Show as existing.~~
- ~~6. Add note to remove existing blow off hydrant at proposed SE Bldg. Cor.~~
- ~~7. Add valve north and south of tees between buildings.~~
- ~~8. FYI. The proposed private MH location at the buildings created problems for the plumber to get connected after the building footings and walls installed. This occurred on Plat 2 Phase 2.~~
- ~~9. Cleanouts to have castings (SW 203)~~
- ~~10. Provide water main lengths.~~

Sheet 5.1: Please address the remaining comments below which are the minimum required landscape standards for this property. The code was modified and we can no longer grant a waiver to reduce the landscaping.

- ~~1. Provide shrub plantings along the north side of the buildings. Please provide. The ordinance requires that foundation plantings be provided along the fronts and sides of all buildings. We are requiring this to only be installed along the north side that faces SE 19th Street. The plantings do not need to be continuous along the entire frontage.~~
- ~~2. Provide landscape berm, hedge, or shrub line along SE 19th Street. Please provide. Staff would allow shrubs to be planted in between the street trees along SE 19th.~~
- ~~3. Provide 1 tree/40 ft along east and west property line. Please provide. The ordinance requires the trees to be planted as noted above. Staff would allow you to count the island trees as part of the calculation. The trees can be grouped in clusters if that helps with the operations of the site.~~
- ~~4. Remove open space planting calculations and note about landscape waiver.~~
- ~~5. Islands within the loading areas are to be grass. Please revise.~~

6. Parking islands required to have an overstory tree. Staff is accepting of the plan that was presented. Where utility conflicts exist, a five-foot clearance should be provided. This may result in the removal of some landscaping. **Please remove trees in islands where there is a hydrant. This will help avoid confusion during installation/final site inspection. We checked with the fire department and they do not want trees in these islands. Short shrubs are fine but 5' of clearance should be provided.**

~~7. Add required vs provided open space percentages.~~

Sheet C7.1:

- ~~1. Provide a quantities tab showing stabilization, sediment controls, concrete washout, stabilized construction entrance, and inlet protection devices.~~
- ~~2. Please show the area of disturbance on the control map.~~
- ~~3. Please call out the total amount of acres disturbed on the map.~~
- ~~4. Site is over 10 acres of area. Please verify if it is needed to have a temporary standpipe installed in the detention basin.~~

Architecture:

- ~~1. Provide lighting cut sheets for building lighting. Provide cut sheets.~~
- ~~2. Label colors on the elevations. Please provide.~~

Stormwater Management Plan (SWMP)

- ~~1. Traditional detention basins do not provide WQv treatment as per ISWMM. Another method will need to be used to treat the WQv.~~
- ~~2. Provide CPv calculations.~~
- ~~3. Pond 1 is not modelled correctly. The outlet for the pond from 950.60 to 954.1 is the 3.74" dia. hole in the weir plate. How is a 3.74" hole going to be constructed? The 15.50" outlet does not get fully used until storm water goes over the weir at 954.10. Also, provide the overflow spillway at 956.74.~~

Plans

- ~~1. C4.2: Consider connected A3 to A1 and removing A2.~~

2. ~~C4.2-C4.3: Add inlet and outlet protection to all FESs.~~
3. ~~C4.3: Storm sewer between B8 and B7 is missing.~~
4. ~~C4.3: Critical crossing label between A6 and A5 is missing.~~
5. ~~C4.2: Provide WQv treatment flow rate and 100-yr bypass flow rate on Cascade Separator.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	August 10, 2021 August 27, 2021 (1 PDF of Site plan with Elevation Plan included)
PLANNING & ZONING:	September 7, 2021 at 5:30
COUNCIL MEETING:	September 28, 2021 at 5:30

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

LOT 3 LEGACY PARK SITE DEVELOPMENT PLAN

SHEET INDEX:

- C0.1 COVER SHEET
- C0.2 EXISTING CONDITIONS
- C2.1 LAYOUT PLAN - OVERALL
- C2.2 LAYOUT PLAN - NORTH
- C2.3 LAYOUT PLAN - SOUTH
- C3.1 GRADING PLAN - OVERALL
- C3.2 GRADING PLAN - NORTH
- C3.3 GRADING PLAN - SOUTH
- C4.1 UTILITY PLAN - OVERALL
- C4.2 UTILITY PLAN - NORTH
- C4.3 UTILITY PLAN - NORTH
- C5.1 LANDSCAPE PLAN - OVERALL
- C5.2 LANDSCAPE PLAN - NORTH
- C5.3 LANDSCAPE PLAN - SOUTH
- C6.1 DETAILS SHEET
- C7.1 SWPPP

BUILDING ELEVATIONS (BY OTHERS)

PROPERTY DESCRIPTION:

LOT 3, LEGACY PARK, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 18.15 ACRES (790,552 SF).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ADDRESS:

BUILDING 1 - 1200 SE 19TH STREET (SUITES 100-190)
BUILDING 2 - 1200 SE 19TH STREET (SUITES 200-290)
GRIMES, IOWA 50111

OWNER:

ANDERSON FOUR LLC
CONTACT: W. MARK ANDERSON
3041 JUSTIN DRIVE
URBANDALE, IA 50322
PH: (515)-270-6104

ZONING:

M1-A: COMMERCIAL & LIMITED LIGHT INDUSTRIAL DISTRICT
SETBACKS:
FRONT-25 FEET
SIDE-NONE, EXCEPT ADJACENT TO R DISTRICT THEN 25 FEET
REAR-25 FEET
MAX. BUILDING HEIGHT-50 FEET

LAND USE:

WAREHOUSE, TRUCKING & DISTRIBUTION FACILITY
TRASH AND RECYCLING WILL BE HANDLED INTERNALLY

OVERLAY DISTRICT:

TRANSPORTATION OVERLAY DISTRICT

PARKING REQUIREMENTS:

REQUIRED: 1 STALL PER 2,000 SF WAREHOUSE
BUILDING 1 (135,000 SF): = 68 STALLS
BUILDING 2 (135,000 SF): = 68 STALLS

PROVIDED:

BUILDING 1: = 195 STALLS
(INC. 8 HANDICAP AND 20 FUTURE STALLS)
BUILDING 2: = 176 STALLS
(INC. 8 HANDICAP AND 38 FUTURE STALLS)

OPEN SPACE REQUIREMENTS:

TOTAL SITE AREA = 790,552 SF (18.15 AC)
OPEN SPACE REQUIRED (10%) = 79,055 SF
ADDITIONAL FOR PARKING +25% = 61,335 SF *
TOTAL OPEN SPACE REQUIRED = 140,390 SF
OPEN SPACE PROVIDED (26.9%) = 212,422 SF

* ADDITIONAL OPEN SPACE FOR PARKING ABOVE 25%
TYPICAL STALL (9'X17') AND DRIVE (9'X12') = 261 SF
BUILDING 1-PLUS 127 STALLS *261 = 33,147 SF
BUILDING 2-PLUS 108 STALLS *261 = 28,188 SF

IMPERVIOUS SURFACE:

BUILDING = 270,000 SF
PAVEMENT = 303,905 SF
SIDEWALK = 4,225 SF

PROJECT SCHEDULE:

BEGIN CONSTRUCTION
PHASE 1 - SPRING/SUMMER 2021
PHASE 2 - SPRING/SUMMER 2022

END CONSTRUCTION
PHASE 1 - 9 MONTHS AFTER BEGINNING
PHASE 2 - 9 MONTHS AFTER BEGINNING



UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT. A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS AND ANY AND ALL CITY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF GRIMES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF GRIMES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

PAVING NOTES:

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF GRIMES STANDARD SPECIFICATIONS AND THE CURRENT VERSION OF SUDAS.
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL PEDESTRIAN WALKWAYS THAT UNLOAD INTO A VEHICLES TRAVELED PATH MUST HAVE A.D.A. DETECTABLE WARNING PANEL(S) AS PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

UTILITY NOTES:

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND ALL COSTS ASSOCIATED WITH AS-BUILT TOPO OF DETENTION POND & DETENTION POND STORM SEWER. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BISHOP ENGINEERING (DAVID BENTZ AT 515-276-0467) TO PERFORM SAID AS-BUILT SURVEY. IF DETENTION PONDS HAVE BEEN GRADED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT TOPO SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2%. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
- MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. TELEVISION OF THE SANITARY SEWER SYSTEM SHALL BE COMPLETED PRIOR TO PAVING UNLESS OTHERWISE APPROVED BY JURISDICTION.
- WATERMAINS SHALL BE C900 OR C905. SIZE OF WATERMAIN AS SHOWN ON PLANS.
- THRUST BLOCKS & RESTRAIN JOINT PIPE SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
- PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.
- A KNOX BOX IS REQUIRED FOR EACH BUILDING AND MAY BE PURCHASED DIRECTLY FROM KNOX.

UTILITY CONFLICT NOTES:

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AND EXISTING UTILITY AND PROPOSED CONSTRUCTION

WETLAND NOTES:

- BISHOP ENGINEERING DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

SWPPP NOTE:

- SWPPP NARRATIVE HAS BEEN PREPARED BY BISHOP ENGINEERING. CONTACT CHUCK BISHOP (515-276-0467) FOR A COPY OF THE SWPPP NARRATIVE.

CITY OF GRIMES STANDARD NOTES:

LAST UPDATED 03-12-2021

1. 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. (515.986.4050).
- ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER CITY STANDARD PROCEDURES.
- TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT: SANITARY, WATER, SUMP.
- 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-WAYS.
- PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS

2. SANITARY SEWER NOTES:

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

3. WATER MAIN NOTES:

- ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER W8-67-250, MUELLER SUPER CENTURIUM 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- 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-38-2.
- 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 BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
- ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.

4. STORM SEWER NOTES:

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

5. SIGNAGE NOTES:

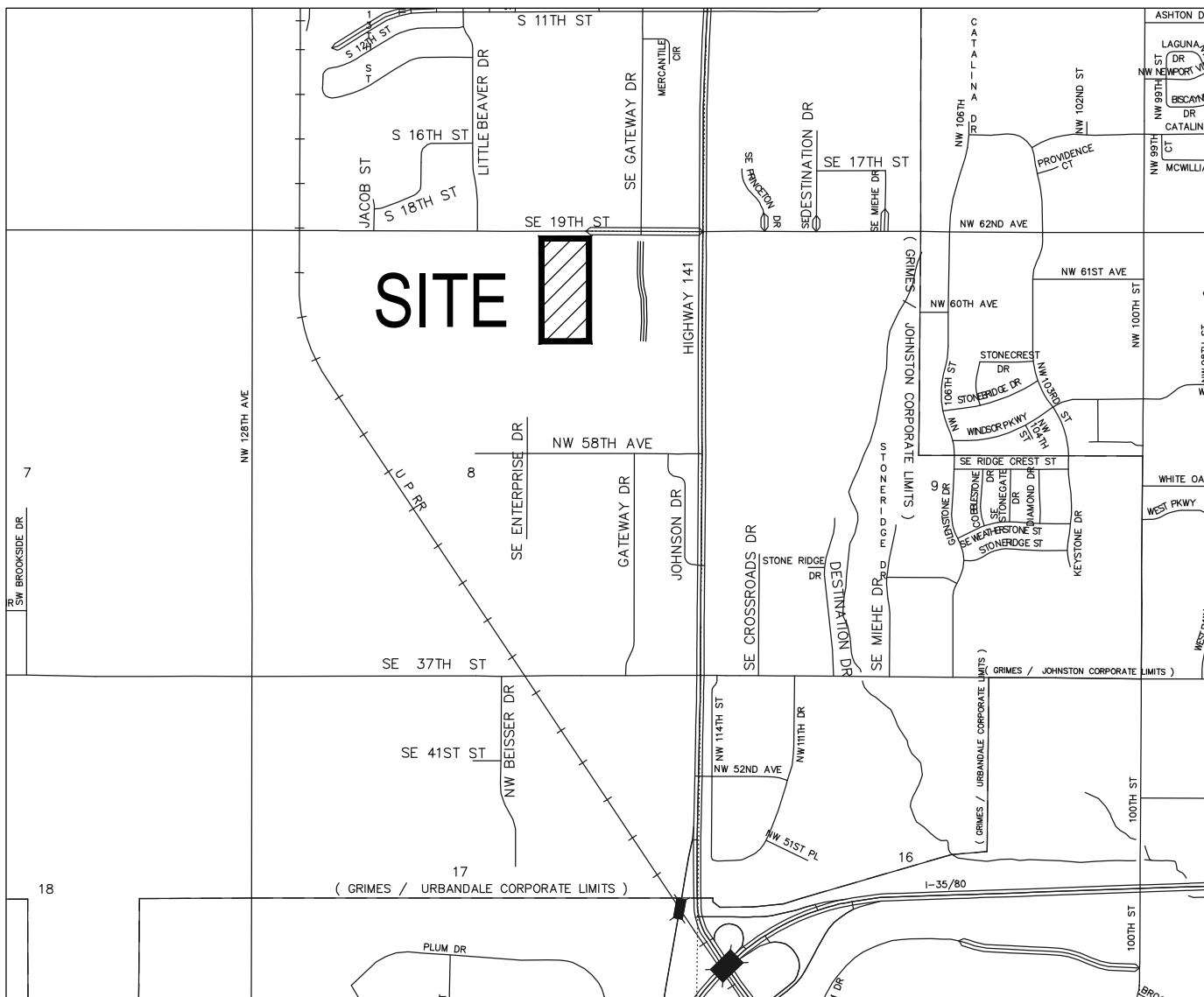
- ALL SIGNAGE SHALL BE SUPPLIED AND INSTALLED BY THE DEVELOPER.
- ALL SIGN POSTS SHALL BE TELESAPAR 2"X2" SQUARE TUBE GALVANIZED STEEL (14-GAUGE MIN.) WITH 7/16" KNOCK-OUT STYLE PERFORATIONS THAT ARE PRE-PUNCHED.

BENCHMARK:

BM1: NORTHEAST BURY BOLT ON HYDRANT ON EAST SIDE OF SE LITTLE BEAVER DRIVE NORTH OF SE 19TH STREET. ELEVATION=962.83 (NAVD 88 DATUM)

BM2: NORTHWEST BURY BOLT ON HYDRANT AT NORTHWEST QUADRANT OF SE 19TH STREET & SE GATEWAY DRIVE. ELEVATION=955.14 (NAVD 88 DATUM)

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VICINITY MAP
NOT TO SCALE

LEGEND:

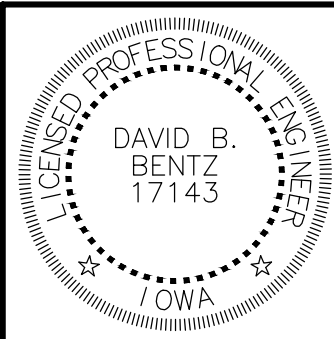
- SAN — SANITARY SEWER
- ST — STORM SEWER
- W — WATER LINE
- G — GAS LINE
- U/E — UNDERGROUND ELECTRIC
- O/E — OVERHEAD ELECTRIC
- TELE — TELEPHONE LINE
- F/O — FIBER OPTIC
- CATV — CABLE TV
- Ⓢ — STORM MANHOLE
- Ⓢ — CURB INTAKE
- Ⓢ — SURFACE INTAKE
- Ⓢ — FLARED END SECTION
- Ⓢ — SANITARY MANHOLE
- Ⓢ — CLEANOUT
- Ⓢ — FIRE HYDRANT
- Ⓢ — SPRINKLER
- Ⓢ — IRRIGATION CONTROL VALVE
- Ⓢ — WATER MANHOLE
- Ⓢ — WELL
- Ⓢ — WATER VALVE
- Ⓢ — WATER SHUT OFF
- Ⓢ — YARD HYDRANT
- Ⓢ — ELECTRIC MANHOLE
- Ⓢ — ELECTRIC METER
- Ⓢ — ELECTRIC RISER
- Ⓢ — ELECTRIC VAULT
- Ⓢ — POWER POLE
- Ⓢ — TRANSFORMER POLE
- Ⓢ — LIGHT POLE
- Ⓢ — ELECTRIC JUNCTION BOX
- Ⓢ — ELECTRIC PANEL
- Ⓢ — TRANSFORMER
- Ⓢ — GROUND LIGHT
- Ⓢ — GUY WIRE
- Ⓢ — ELECTRIC HANDHOLE
- Ⓢ — GAS METER
- Ⓢ — GAS VALVE
- Ⓢ — AIR CONDITIONING UNIT
- Ⓢ — TELEPHONE RISER
- Ⓢ — TELEPHONE VAULT
- Ⓢ — TELEPHONE MANHOLE
- Ⓢ — TRAFFIC SIGNAL MANHOLE
- Ⓢ — FIBER OPTIC RISER
- Ⓢ — FIBER OPTIC FAULT
- Ⓢ — CABLE TV RISER
- Ⓢ — SIGN
- ⑦ — DENOTES NUMBER OF PARKING STALLS
- — PROPERTY CORNER - FOUND AS NOTED
- — PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
- ⊙ — SECTION CORNER - FOUND AS NOTED

ABBREVIATIONS:

AC ACRES
ASPH ASPHALT
BK BOOK
CONC CONCRETE
DEED DEEDED DISTANCE
EX EXISTING
ENCL ENCLOSURE
FF FINISHED FLOOR
FL FLOW LINE
FRAC FRACTIONAL
M MEASURED DISTANCE
MH MANHOLE
OPC ORANGE PLASTIC CAP
P PLATTED DISTANCE
PG PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRA PREVIOUSLY RECORDED AS
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
RPC RED PLASTIC CAP
SF SQUARE FEET
SAN SANITARY
TYP TYPICAL
YPC YELLOW PLASTIC CAP
N NORTH
S SOUTH
E EAST
W WEST

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: PRELIMINARY DATE: _____
DAVID B. BENTZ, PE. 17143
LICENSE RENEWAL DATE: DEC. 31, 2021
PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS EXCEPT C5.1-C5.3



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LOT 3 LEGACY PARK GRIMES, IOWA

COVER SHEET

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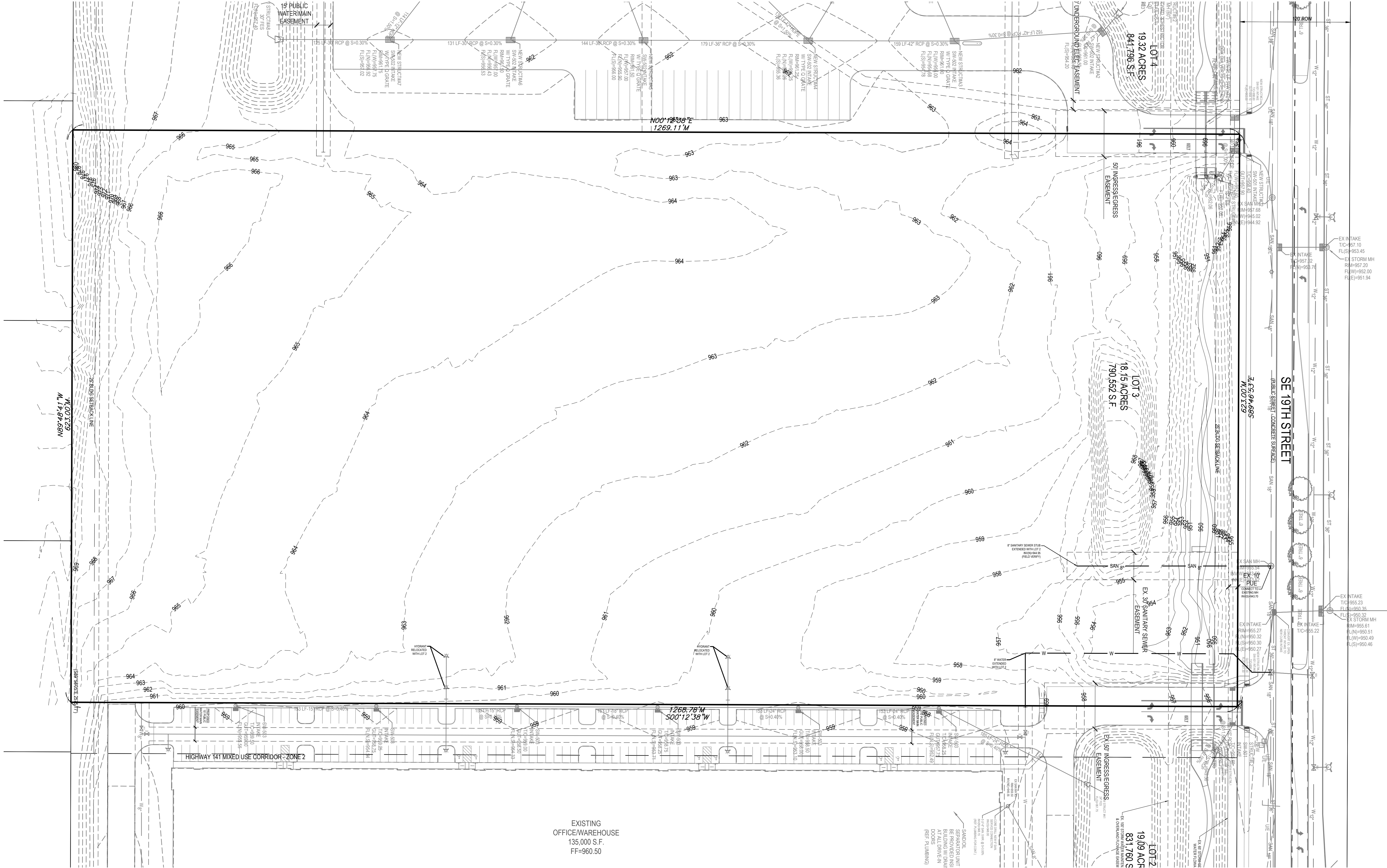
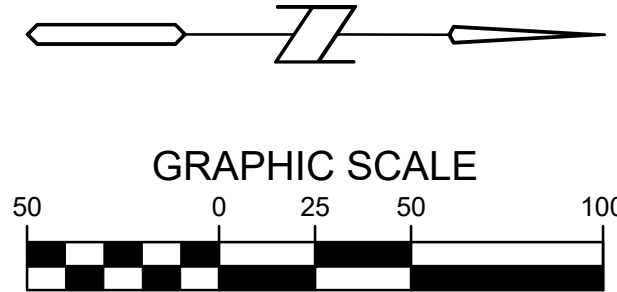
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08/27/21 CITY#3

PROJECT NUMBER:
160387-3

SHEET NUMBER:

C0.1



LOT 3 LEGACY PARK
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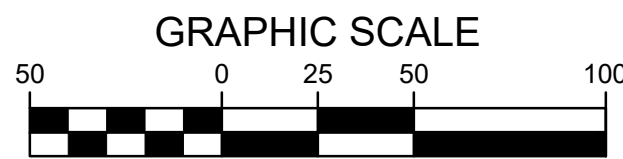
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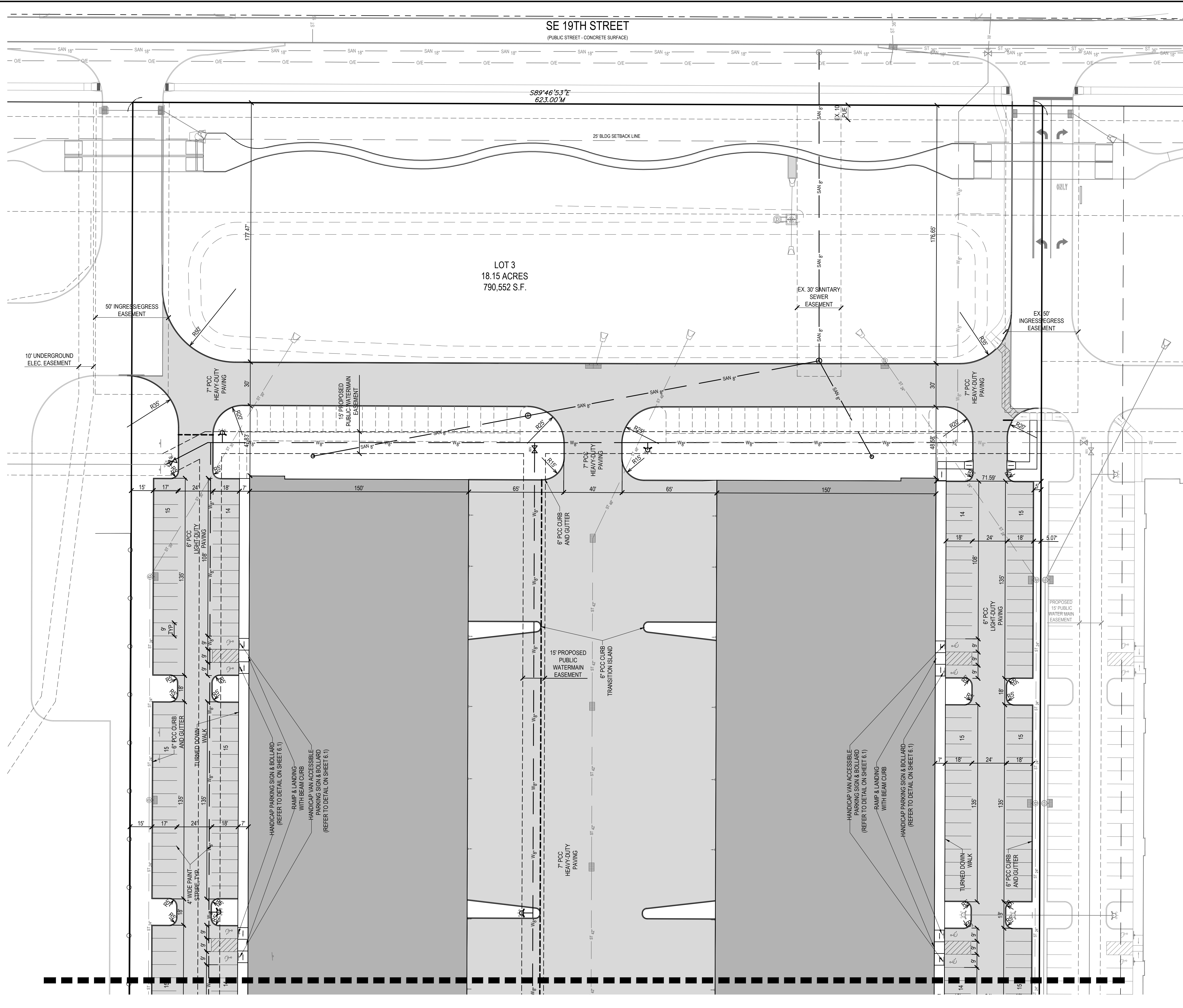
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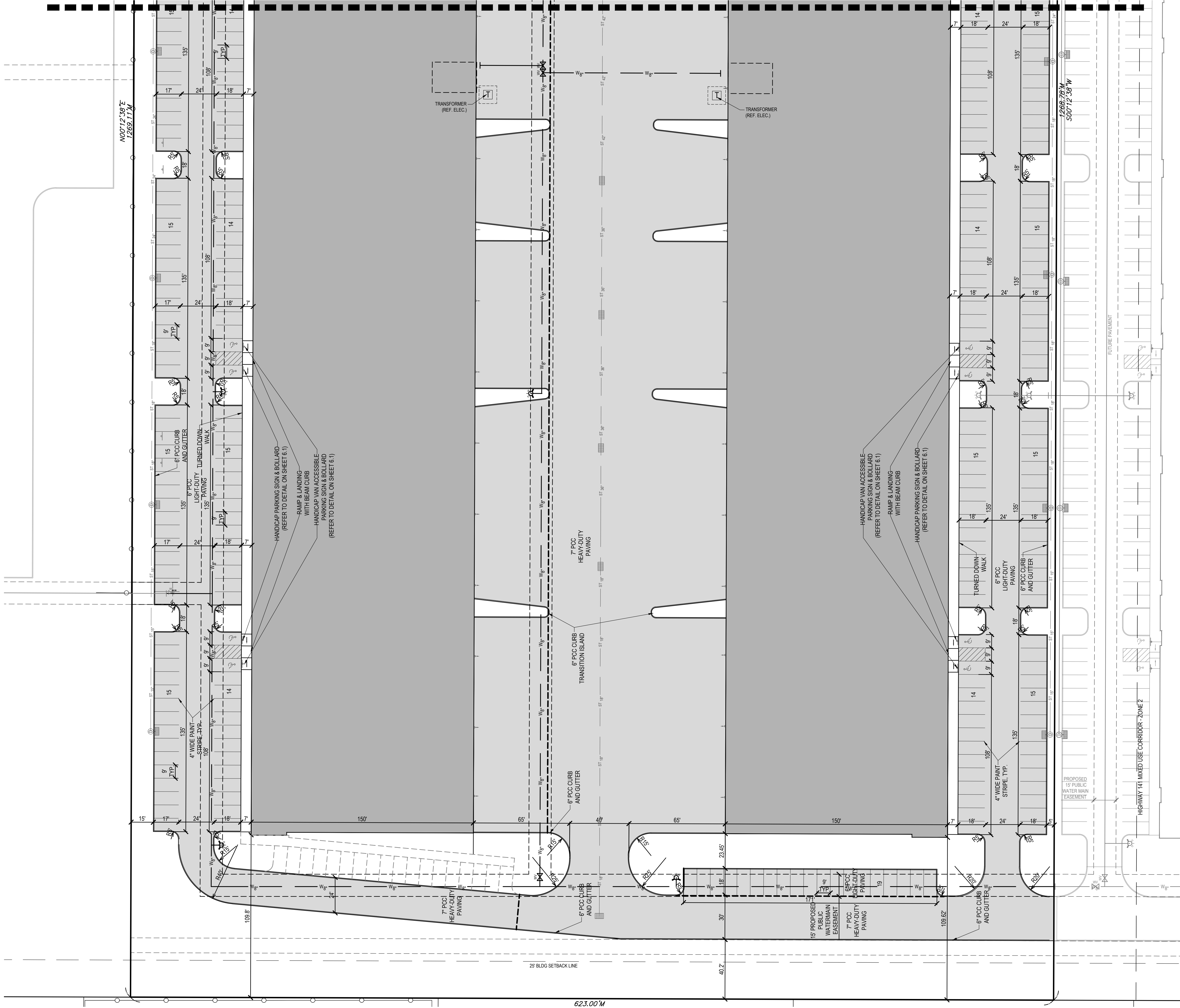
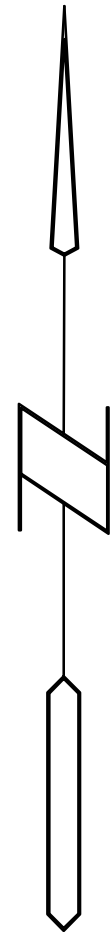
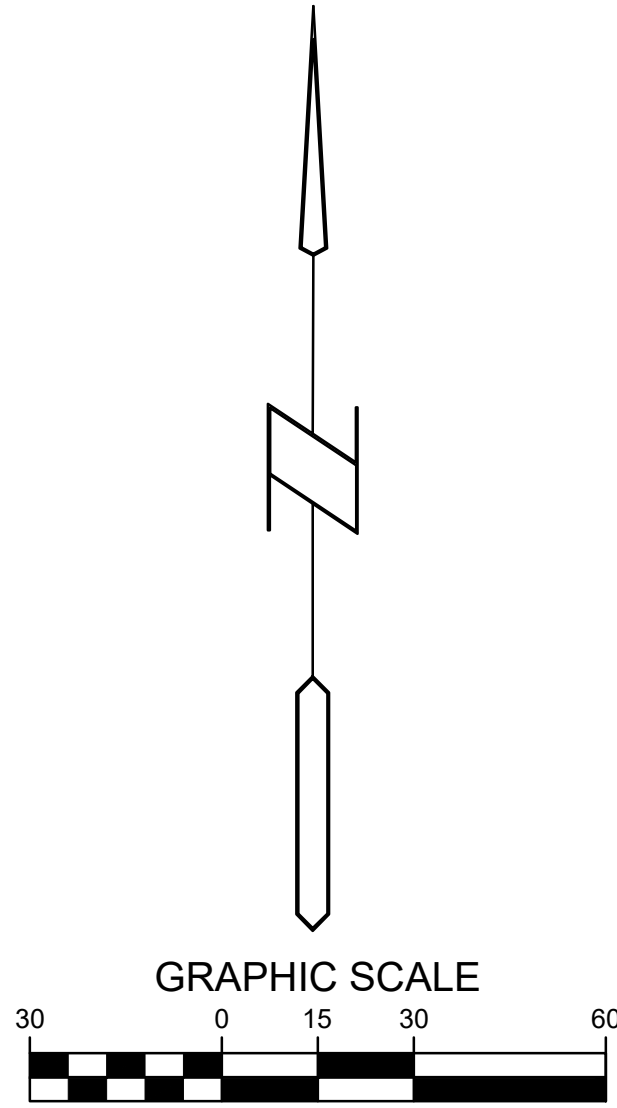
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EXISTING CONDITIONS







LOT 3 LEGACY PARK
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LAYOUT PLAN - SOUTH

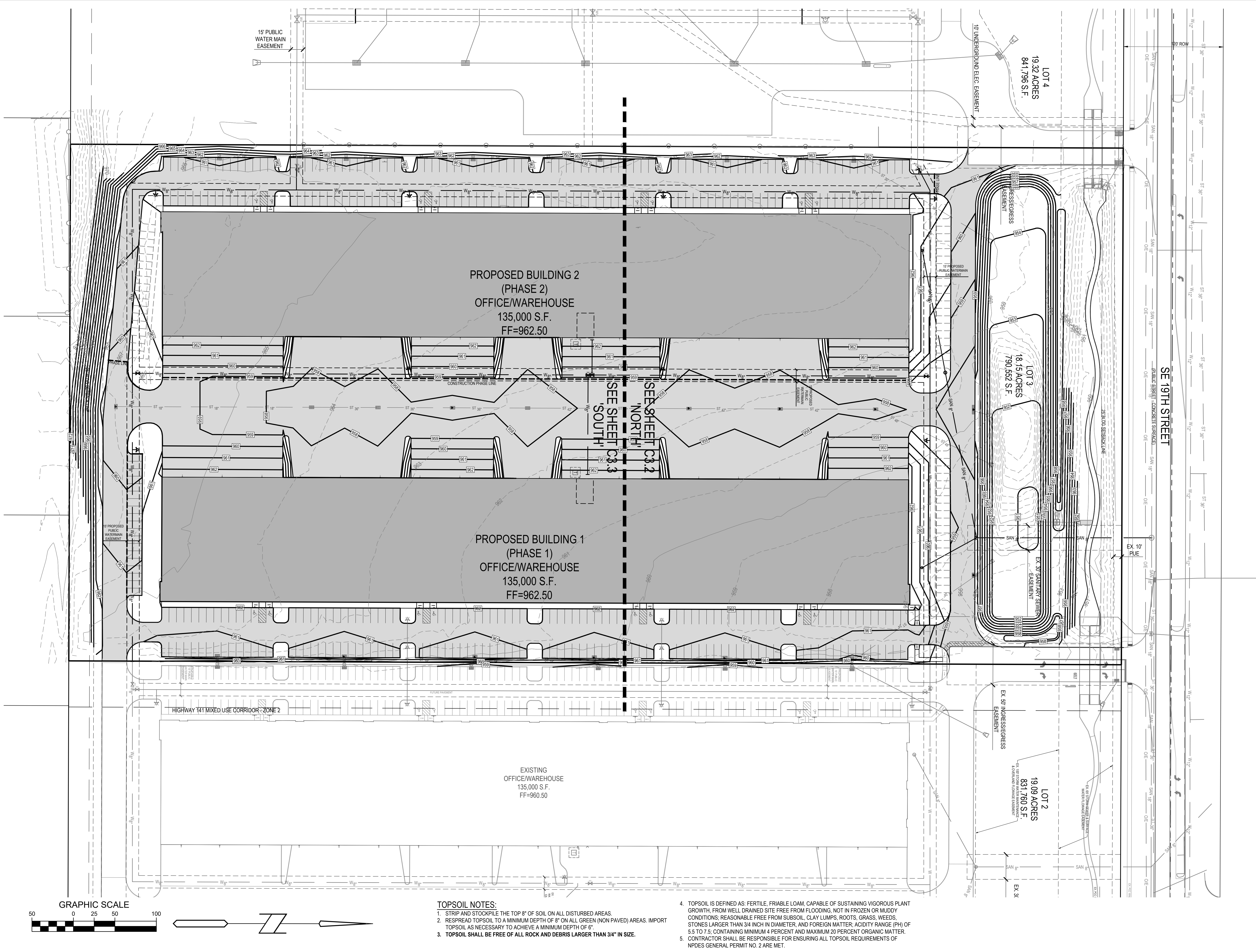
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C2.3



TOPSOIL NOTES:

1. STRIP AND STOCKPILE THE TOP 8" OF SOIL ON ALL DISTURBED AREAS.
2. RESPREAD TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 6".
3. TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.

4. TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

LOT 3 LEGACY PARK
GRIMES, IOWA

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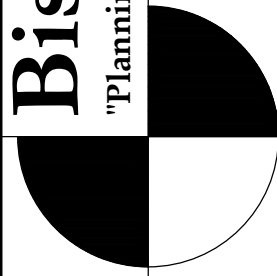
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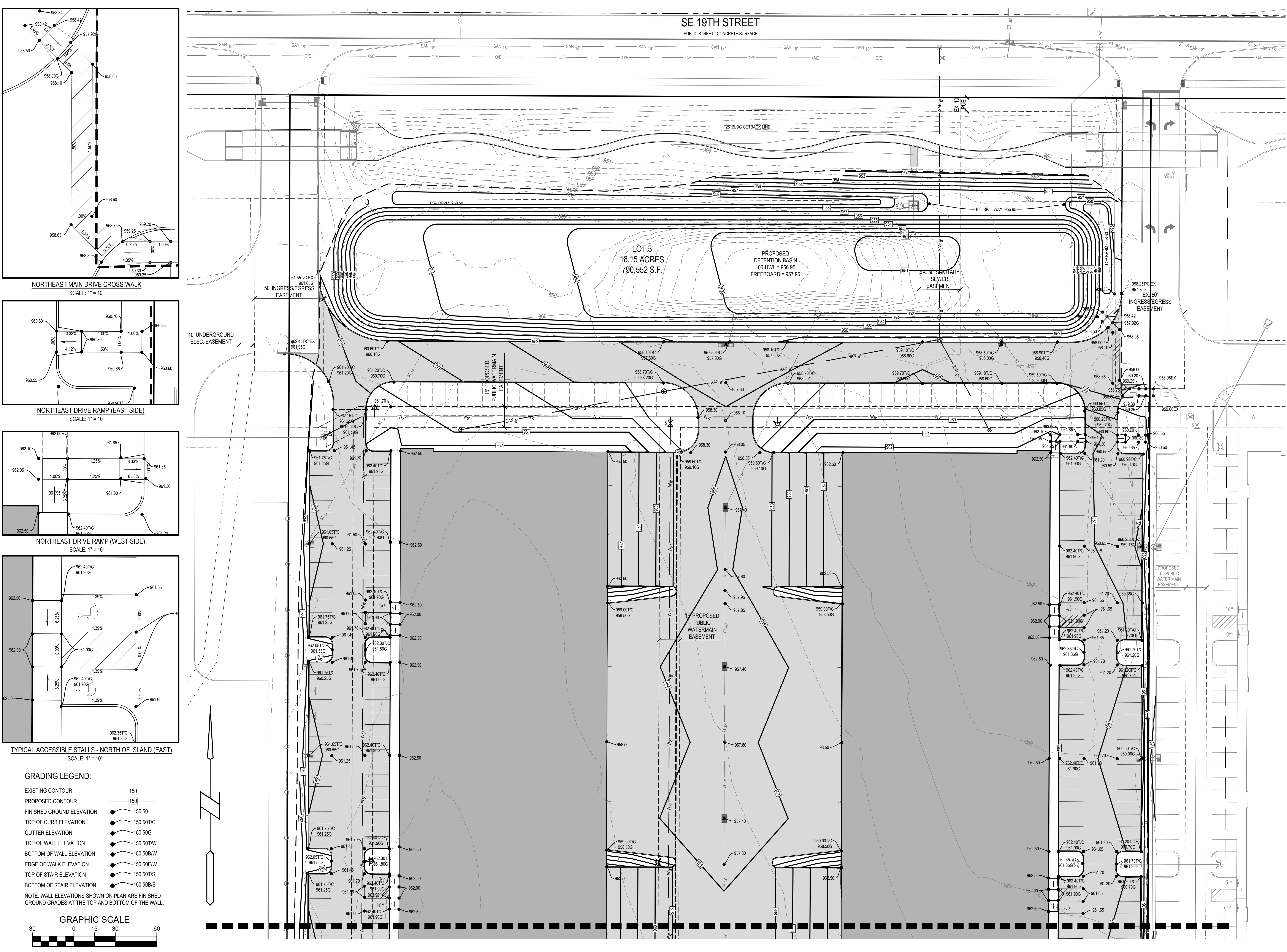
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GRADING PLAN - OVERALL



NORTHEAST MAIN DRIVE CROSS WALK
SCALE: 1" = 10'

NORTHEAST DRIVE RAMP (EAST SIDE)
SCALE: 1" = 10'

NORTHEAST DRIVE RAMP (WEST SIDE)
SCALE: 1" = 10'

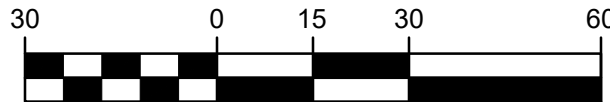
TYPICAL ACCESSIBLE STALLS - NORTH OF ISLAND (EAST)
SCALE: 1" = 10'

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- FINISHED GROUND ELEVATION
- TOP OF CURB ELEVATION
- GUTTER ELEVATION
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION
- EDGE OF WALK ELEVATION
- TOP OF STAIR ELEVATION
- BOTTOM OF STAIR ELEVATION

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.

GRAPHIC SCALE



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LOT 3 LEGACY PARK
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GRADING PLAN - NORTH

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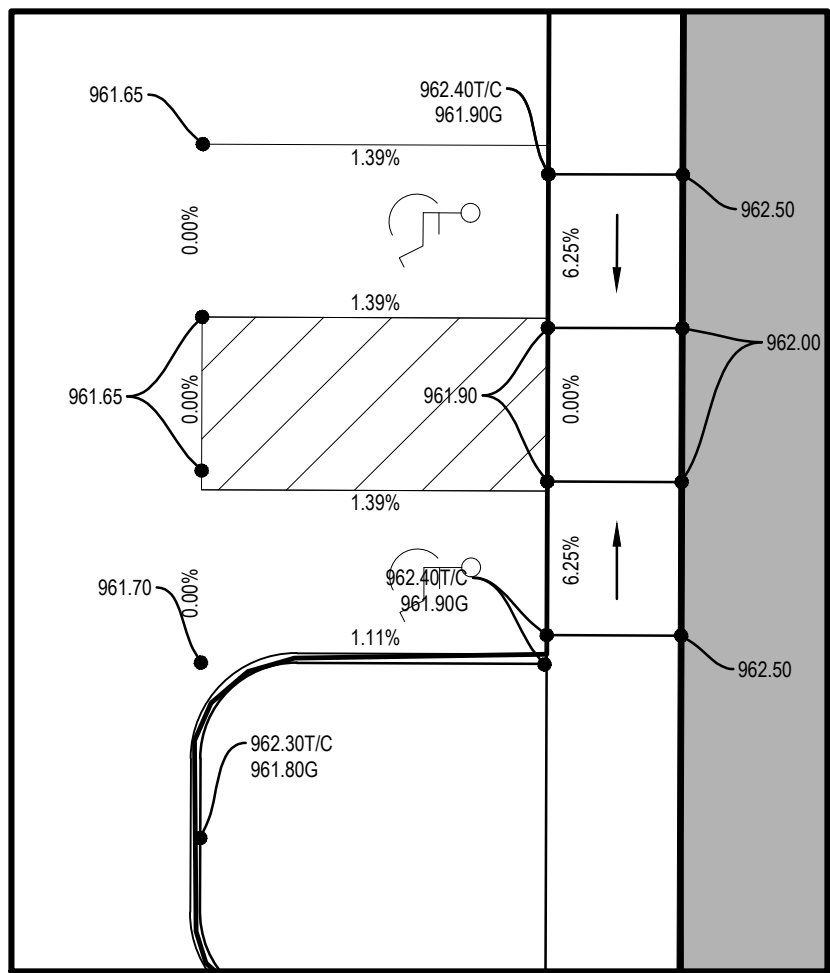
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PROJECT NUMBER:

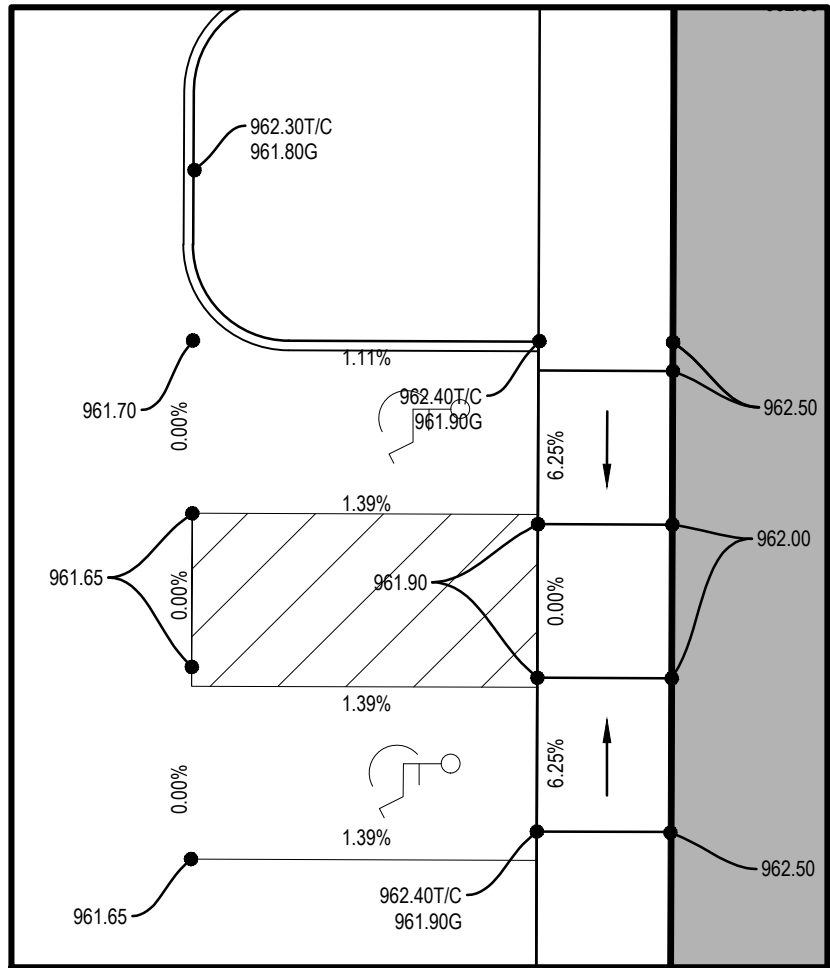
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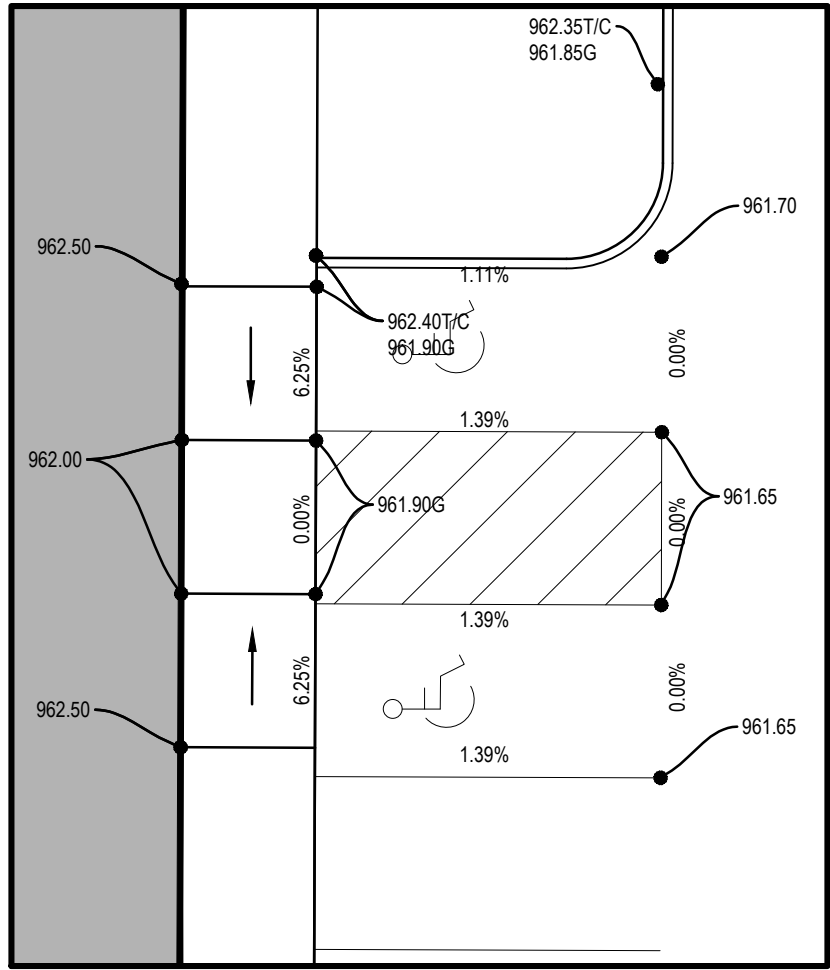
C3.2



TYPICAL ACCESSIBLE STALLS - NORTH OF ISLAND (WEST)
SCALE: 1" = 10'



TYPICAL ACCESSIBLE STALLS - SOUTH OF ISLAND (WEST)
SCALE: 1" = 10'

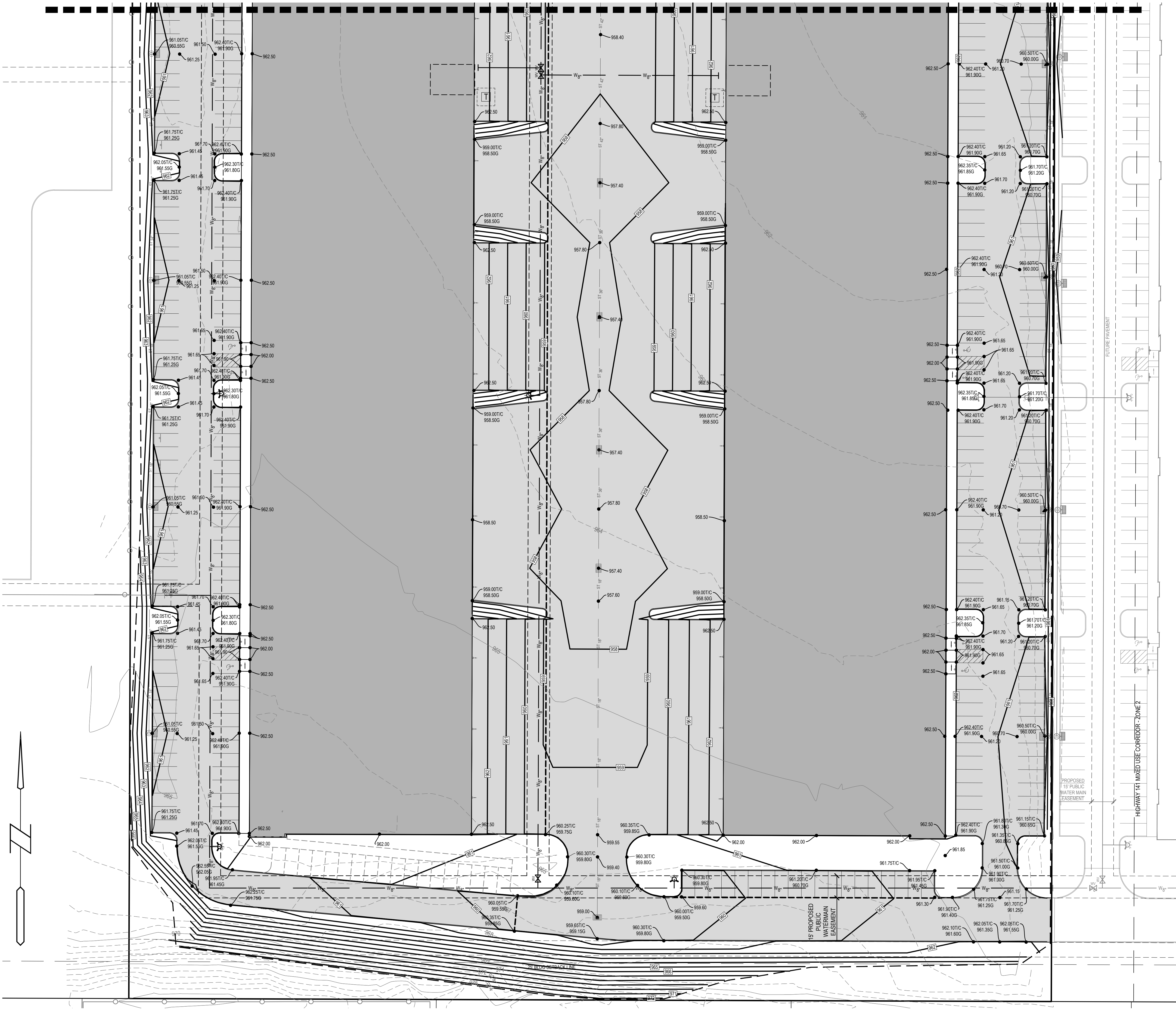
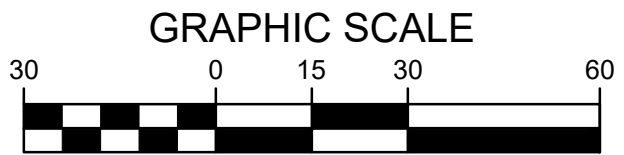


TYPICAL ACCESSIBLE STALLS - SOUTH OF ISLAND (EAST)
SCALE: 1" = 10'

BUILDING 2 - CENTRAL ACCESSIBLE STALLS
GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- FINISHED GROUND ELEVATION
- TOP OF CURB ELEVATION
- GUTTER ELEVATION
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION
- EDGE OF WALK ELEVATION
- TOP OF STAIR ELEVATION
- BOTTOM OF STAIR ELEVATION

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED
GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.



LOT 3 LEGACY PARK
GRIMES, IOWA

GRADING PLAN - SOUTH

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PROJECT NUMBER:	160387-3
SHEET NUMBER:	C3.3

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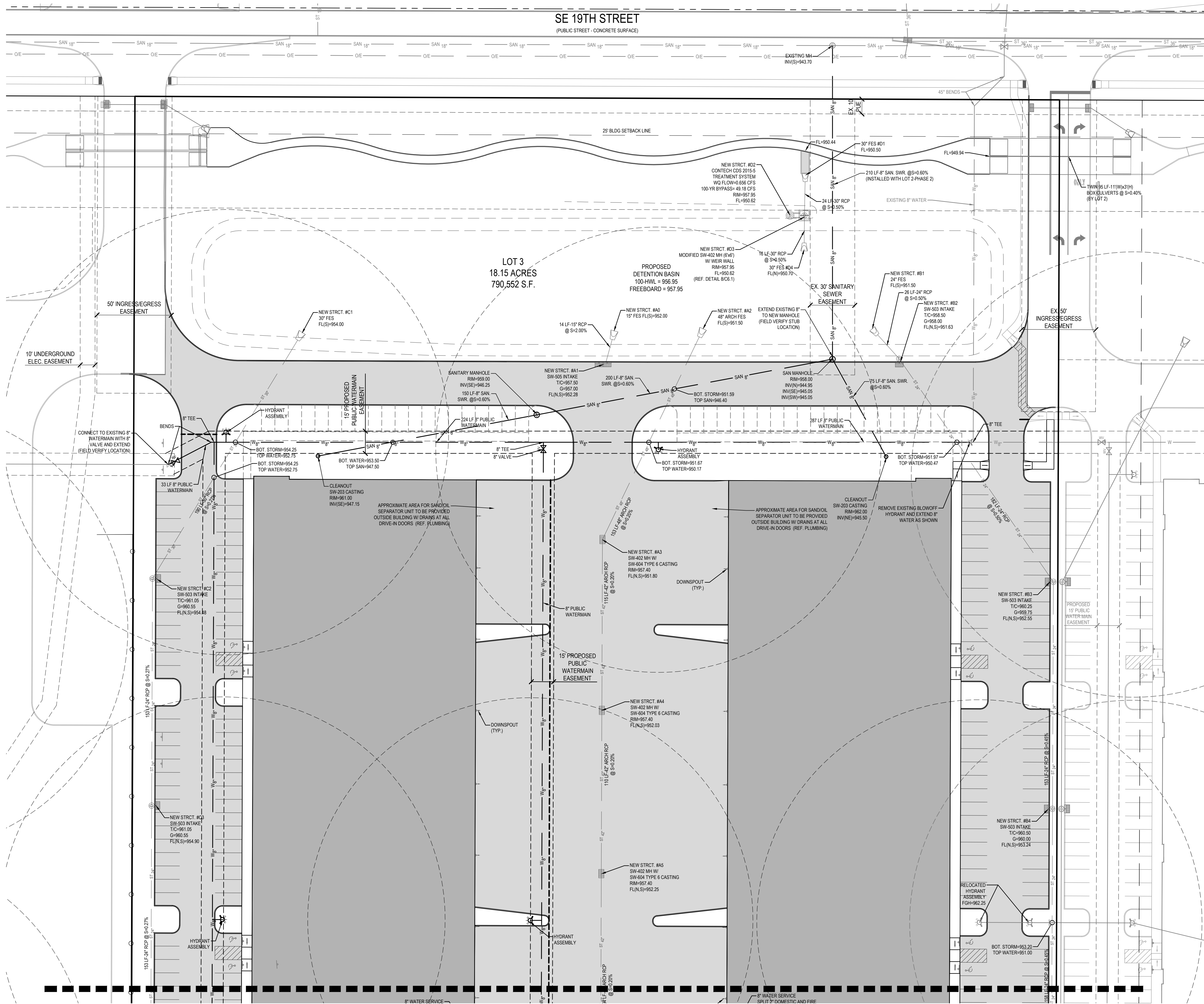


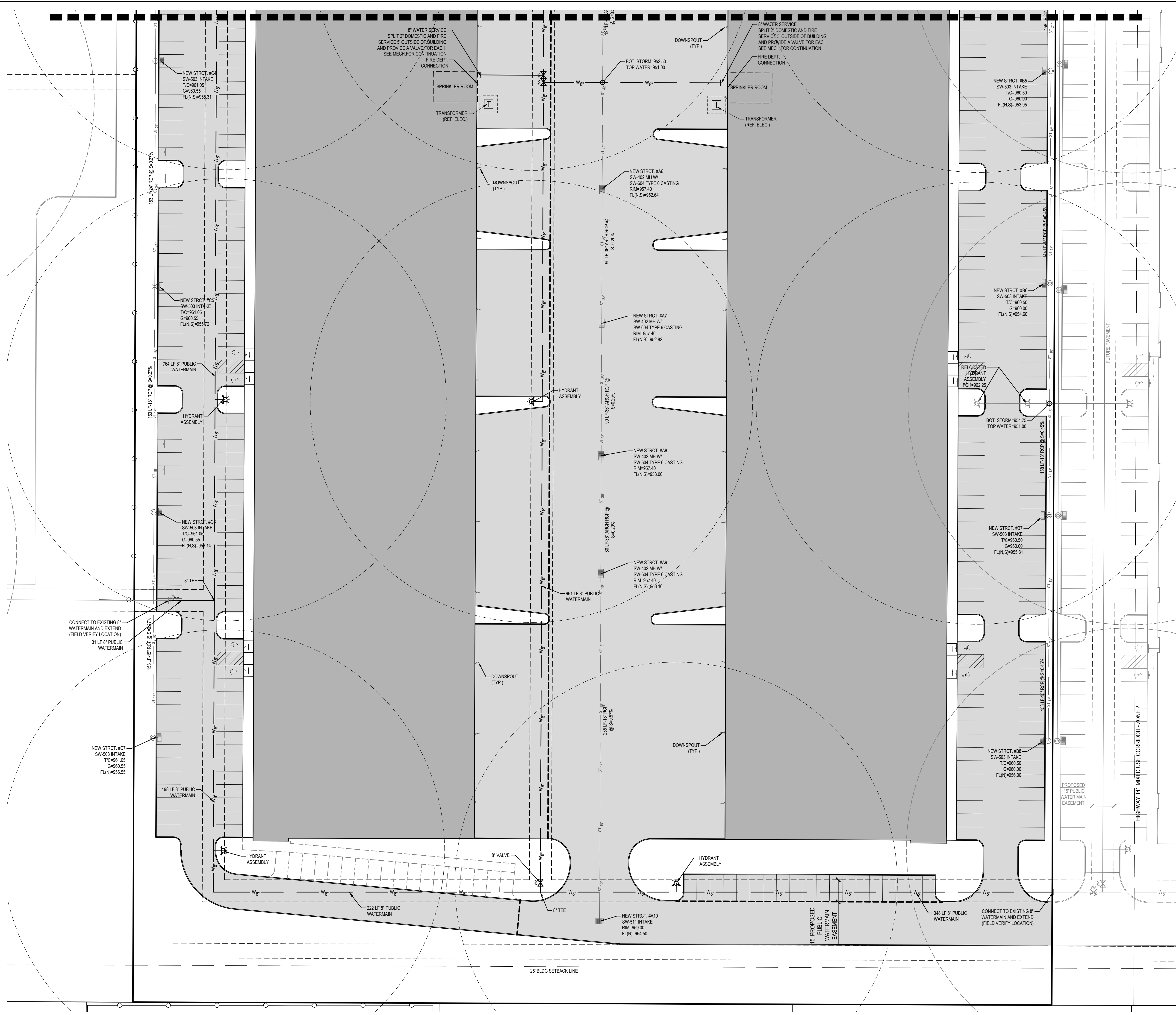
UTILITY PLAN - OVERALL

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UTILITY PLAN - SOUTH

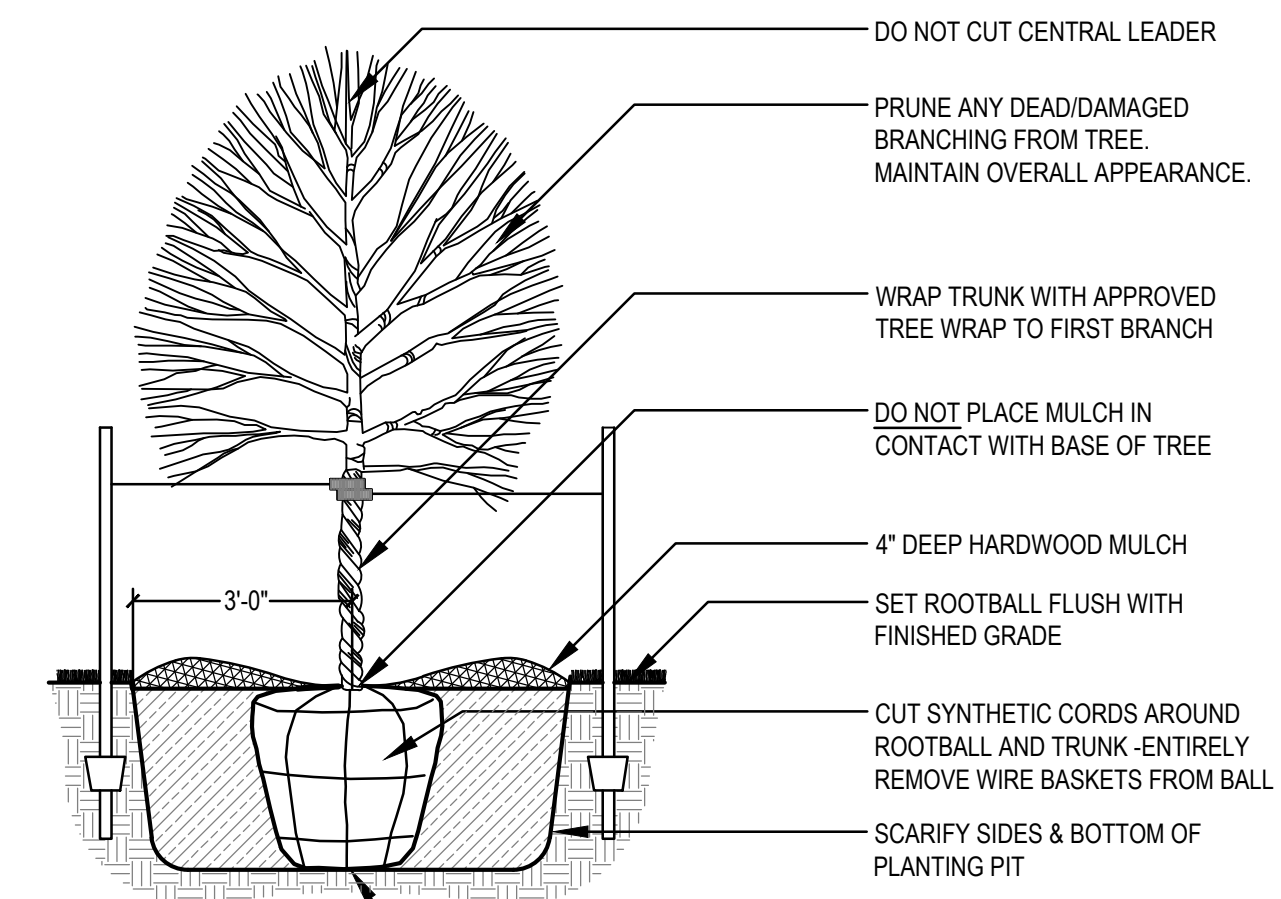
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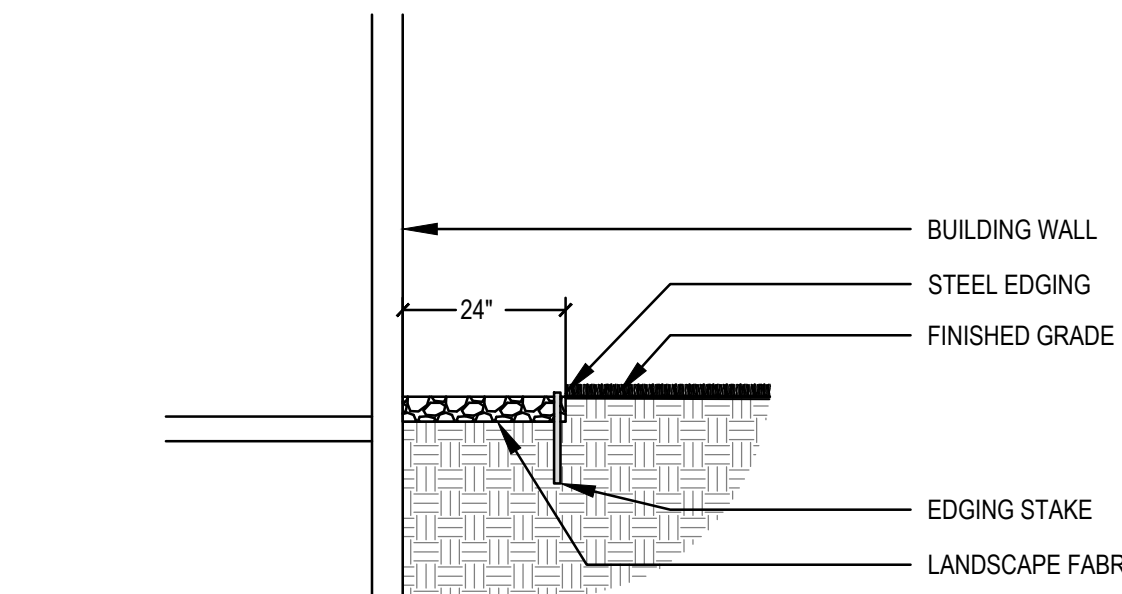
C4.3

LANDSCAPE NOTES:

- ALL SEEDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SEED ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SEED LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.
- IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, AND SHRUBS BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- STAKE AND WRAP ALL DECIDUOUS TREES IMMEDIATELY AFTER PLANTING. STAKE ALL TREES ACCORDING TO THE STAKING DETAILS. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
- ALL EDGING SHALL BE DURAEDGE 1/8" STEEL EDGING - COLOR GREEN, OR APPROVED EQUAL.
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL INCORPORATE TYPAR 301 NONWOVEN LANDSCAPE FABRIC (OR SIMILAR) AND 3" THICK LAYER OF WASHED RIVER ROCK (1.5" NOMINAL SIZE).
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER ROCK IS INSTALLED.



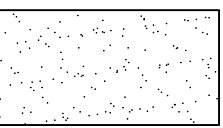
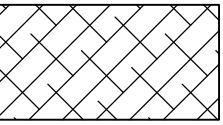
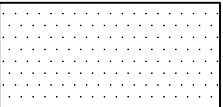
DECIDUOUS TREE PLANTING (TYP.)
SCALE: NOT TO SCALE



MAINTENANCE EDGE DETAIL
SCALE: NOT TO SCALE

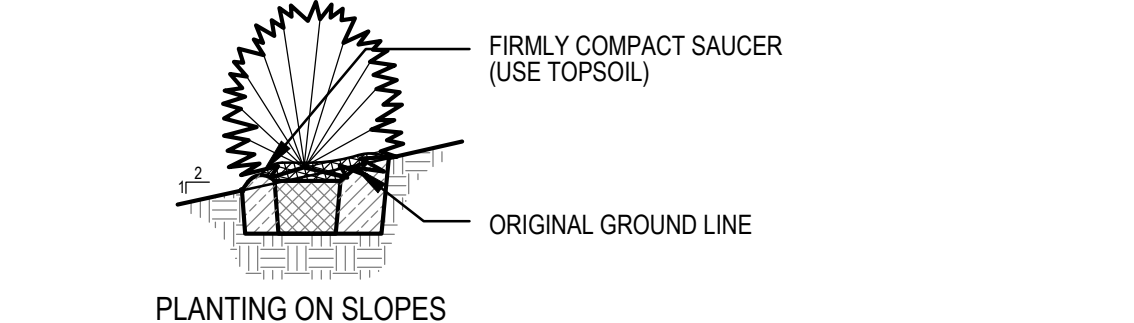
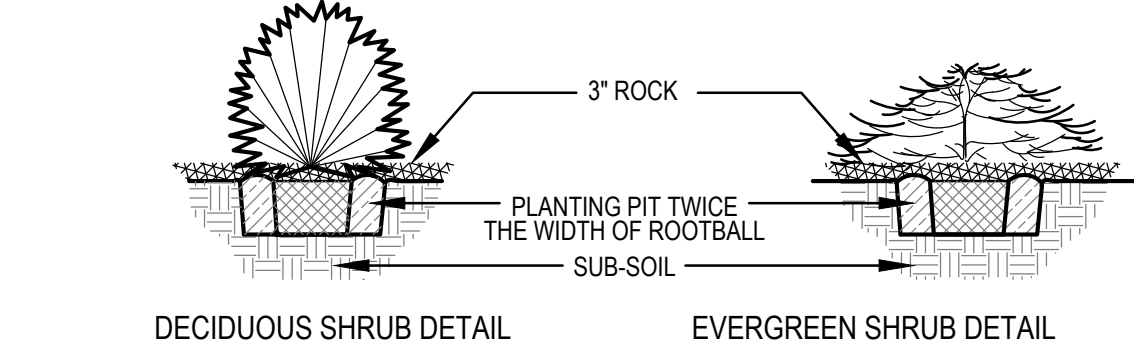
PLANTING SCHEDULE

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
RO	17	RED OAK	QUERCUS RUBRA	2.5" CAL	B&B	MATCHED SPECIMENS
SW	10	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5" CAL	B&B	MATCHED SPECIMENS
WO	17	WHITE OAK	QUERCUS ALBA	2.5" CAL	B&B	MATCHED SPECIMENS
RB	11	RIVER BIRCH	BETULA NIGRA	8' HT	B&B	MATCHED SPECIMENS (CLUMP FORM)
PC	20	PRAIRIE FIRE CRABAPPLE	MALUS 'PRAIRIE FIRE'	1.5" CAL	B&B	MATCHED SPECIMENS
NS	20	NORWAY SPRUCE	PICEA ABIES	6'	B&B	FULL FORM T O GROUND
AP	15	AUSTRIAN PINE	PINUS NIGRA	6'	B&B	FULL FORM T O GROUND
DB	8	DWARF BUSH HONEYSUCKLE	DIERVILL LONICERA	#3	CONT	FULL FORM - MAT CHED
HC	304	HESSEI COT ONEASTER	COTONEASTER HORIZONTALIS'HESSEI'	#3	CONT	FULL FORM - MAT CHED
KF	50	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSIS ACUTIFOLIA 'KARL FOERSTER'	#1	CONT	FULLY ROOTED IN CONTAINER

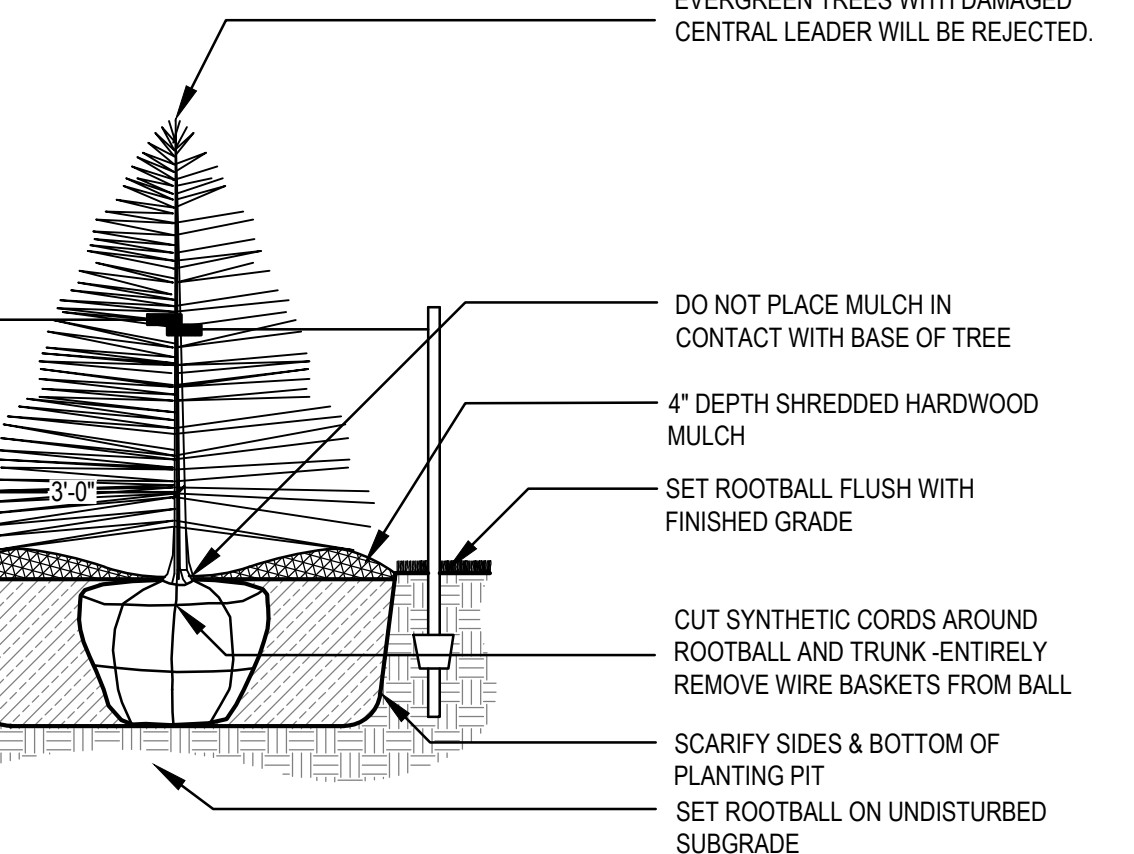
-  **SEED - SUDAS TYPE 1:** INSTALL PER SUDAS SPECIFICATIONS
SEE SHEETS C5.2 & C5.3 FOR LOCATIONS
-  **SEED - TYPE 2 (SUDAS WETLAND SEEDING):** INSTALL PER SUDAS SPECIFICATIONS
SEE SHEETS C5.2 & C5.3 FOR LOCATIONS
-  **SEED - SUDAS TYPE 4 (TEMP SEED):** INSTALL PER SUDAS SPECIFICATIONS
SEE SHEETS C5.2 & C5.3 FOR LOCATIONS

LANDSCAPE REQUIREMENTS:

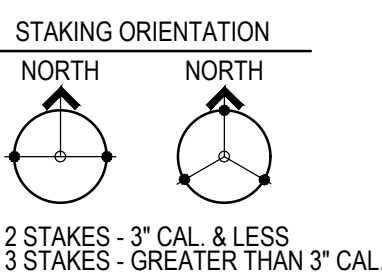
TOTAL SITE AREA	790,552 SF (18.15 AC)
OPEN SPACE REQUIRED (10%)	79,055 SF
ADDITIONAL FOR PARKING +25%	61,335 SF
TOTAL OPEN SPACE REQUIRED	140,390 SF
OPEN SPACE PROVIDED (28.9%)	212,422 SF
TOTAL LINEAR FEET OF STREET FRONT (MINUS DRIVE AISLES)	580
TOTAL TREES REQUIRED (1 / 40 LF)	14.50 (15)
TOTAL TREES PROVIDED	15
PARKING MEDIAN ALONG EAST AND WEST PROPERTY LINES (1 / 40 LF)	23
TOTAL TREES REQUIRED - EAST (800 LF)	23
TOTAL TREES REQUIRED - WEST (800 LF)	23
TOTAL TREES PROVIDED (INCLUDES 8 LOT 4 TREES AND 10 PERIMETER ISLAND TREES)	46
INTERIOR LANDSCAPE ISLAND TREES REQUIRED (1/ISLAND)	20
FOUNDATION PLANTINGS PROVIDED (NORTH SIDE BUILDINGS)	50
TOTAL TREES PROVIDED FOR SITE	110
TOTAL SHRUBS PROVIDED FOR SITE	312



SHRUB PLANTING (TYP)
SCALE: NOT TO SCALE

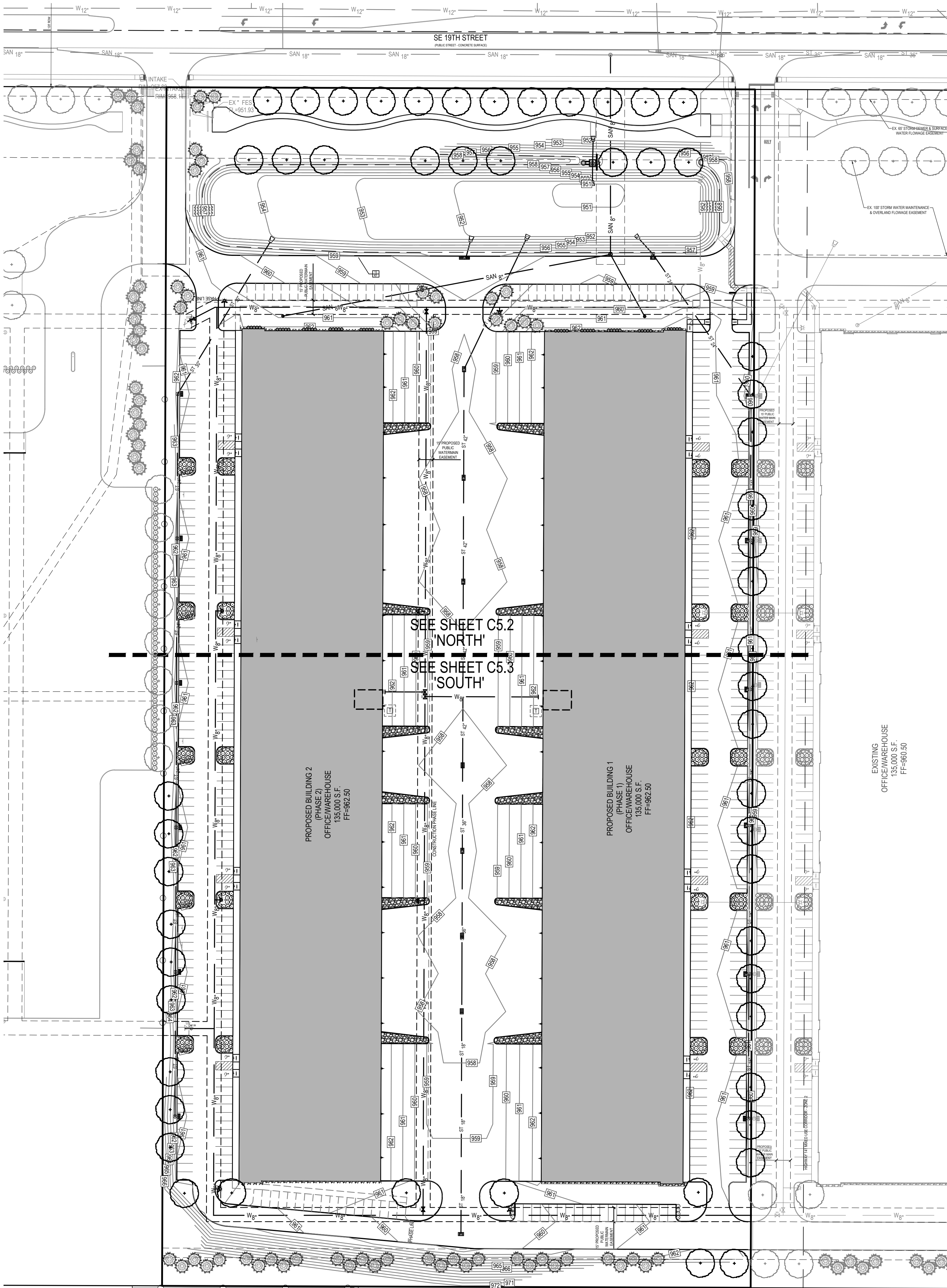
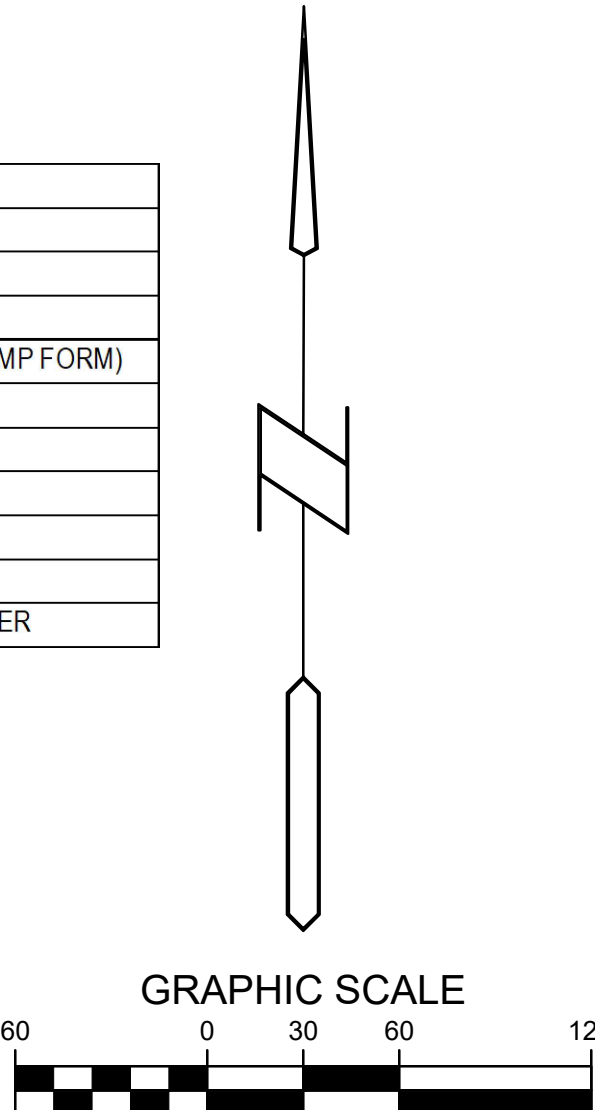


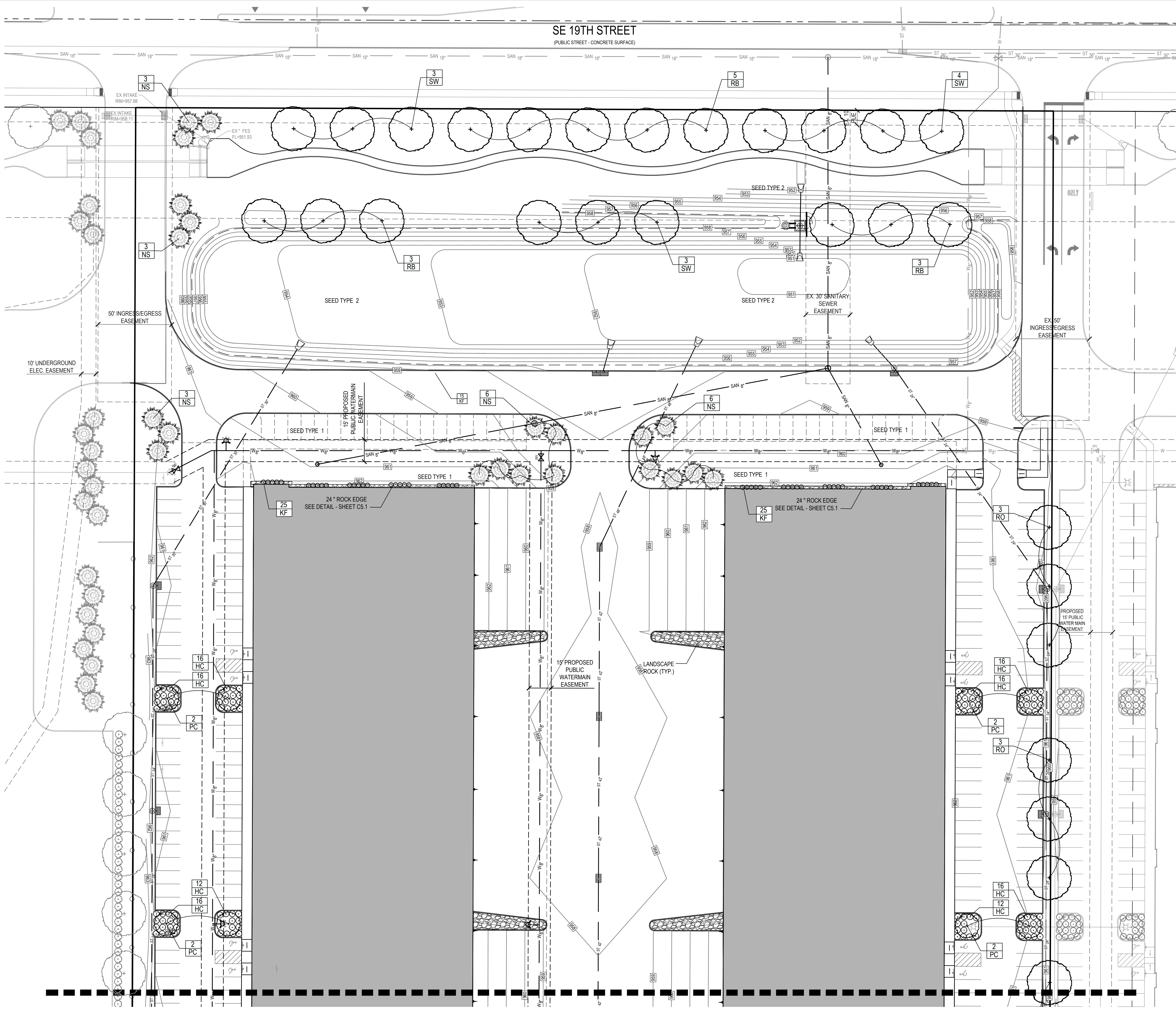
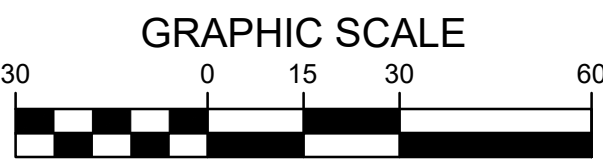
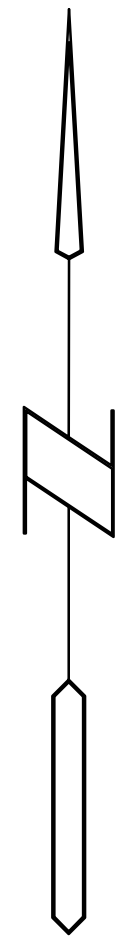
EVERGREEN TREE PLANTING (B&B)
SCALE: NOT TO SCALE



USE HOSE GUARDS AROUND TRUNK ON STAKING WIRE. TIE WIRE TO STEEL POSTS PLACED OUTSIDE PLANT PIT..

LEAVE STAKES IN PLACE NO MORE THAN 1 YEAR FROM INSTALLATION. CONTRACTOR RESPONSIBLE FOR REMOVAL.





LOT 3 LEGACY PARK
GRIMES, IOWA

LANDSCAPE PLAN - NORTH

Bishop Engineering
"Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

REFERENCE NUMBER:

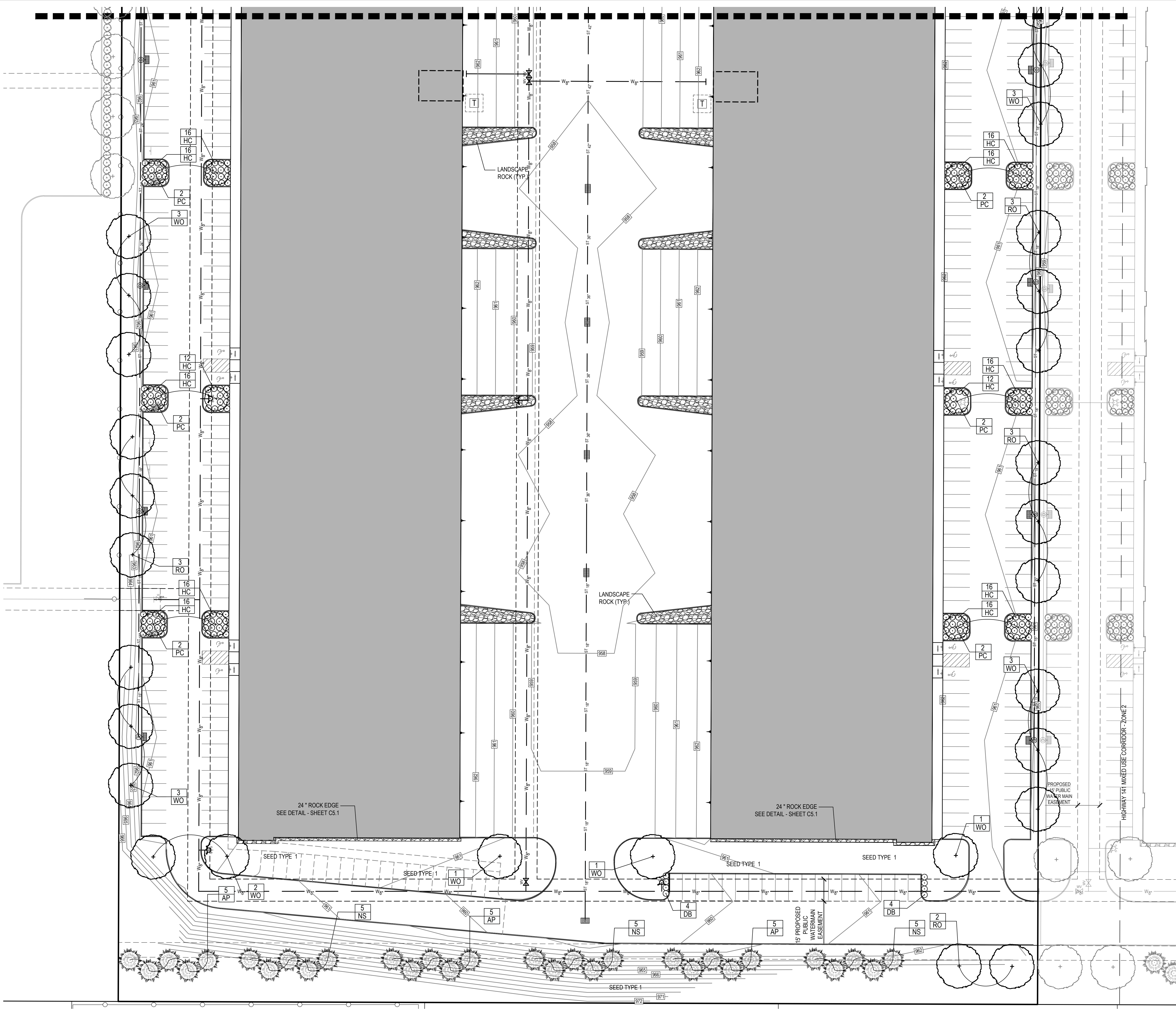
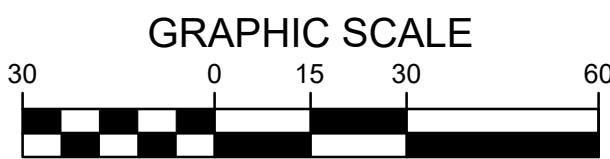
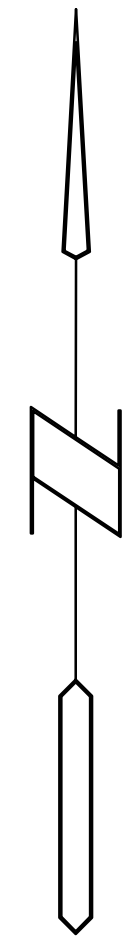
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BK

CHECKED BY:
DB

REVISION DATE:
02/27/20 PRELIM
05/12/21 CONCEPT
06/14/21 PRELIM
07/02/21 CITY#1
08/10/21 CITY#2
08/27/21 CITY#3

PROJECT NUMBER:
160387-3

SHEET NUMBER:
C5.2



LOT 3 LEGACY PARK
GRIMES, IOWA

LANDSCAPE PLAN - SOUTH

REFERENCE NUMBER:

DRAWN BY:
BK

CHECKED BY:
DB

REVISION DATE:
02/27/20 PRELIM
05/12/21 CONCEPT
06/14/21 PRELIM
07/02/21 CITY#1
08/10/21 CITY#2
08/27/21 CITY#3

PROJECT NUMBER:
160387-3

SHEET NUMBER:
C5.3

Bishop Engineering

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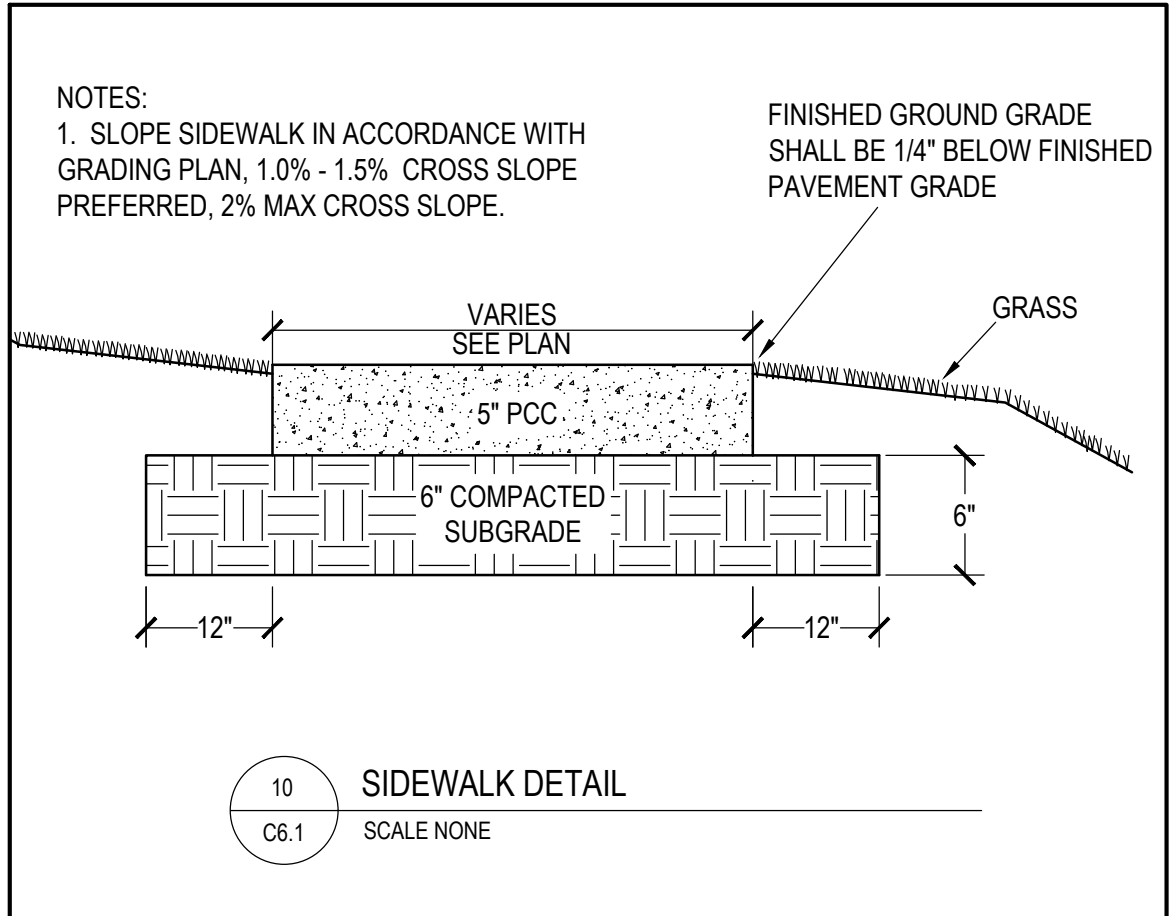
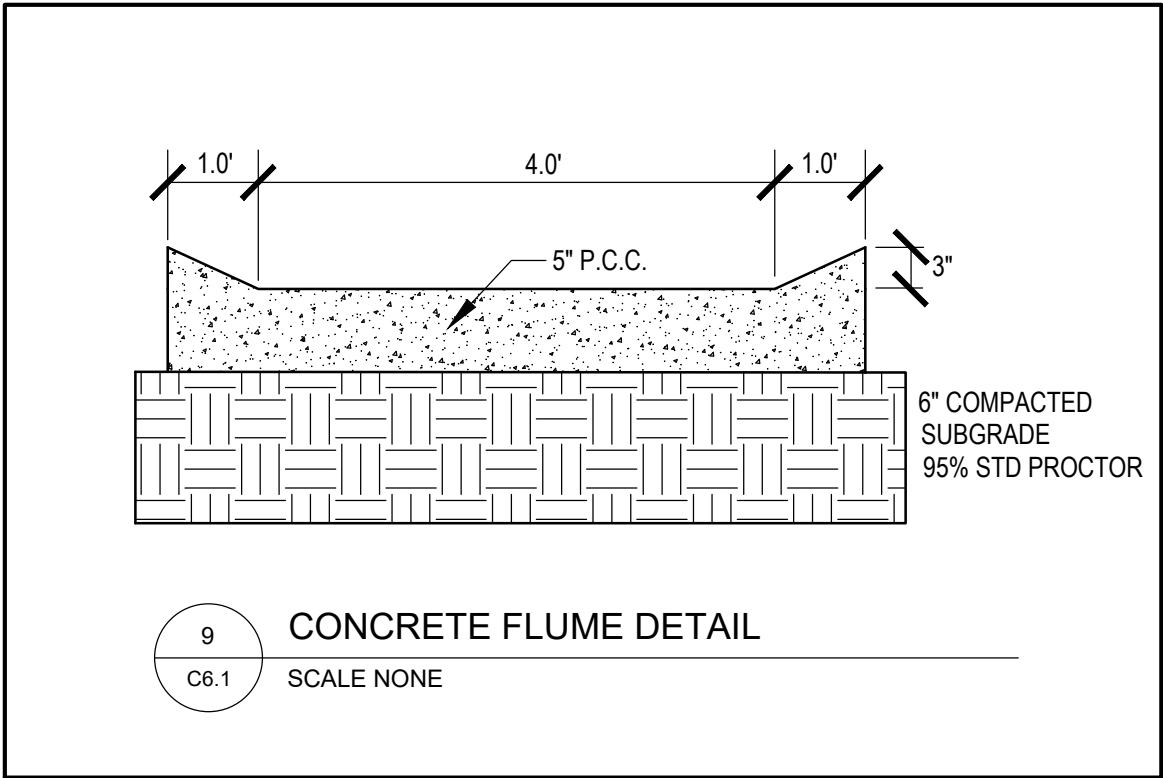
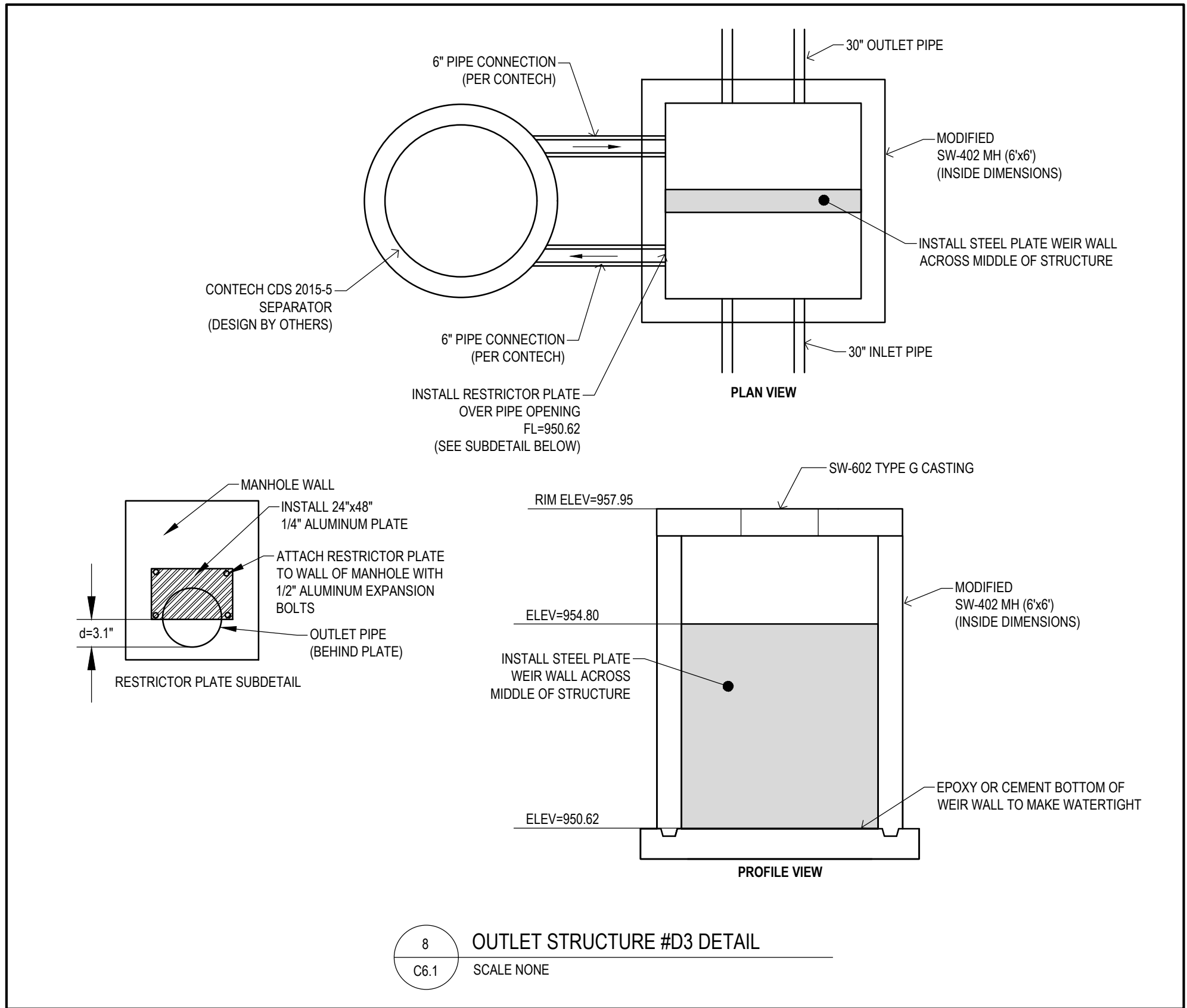
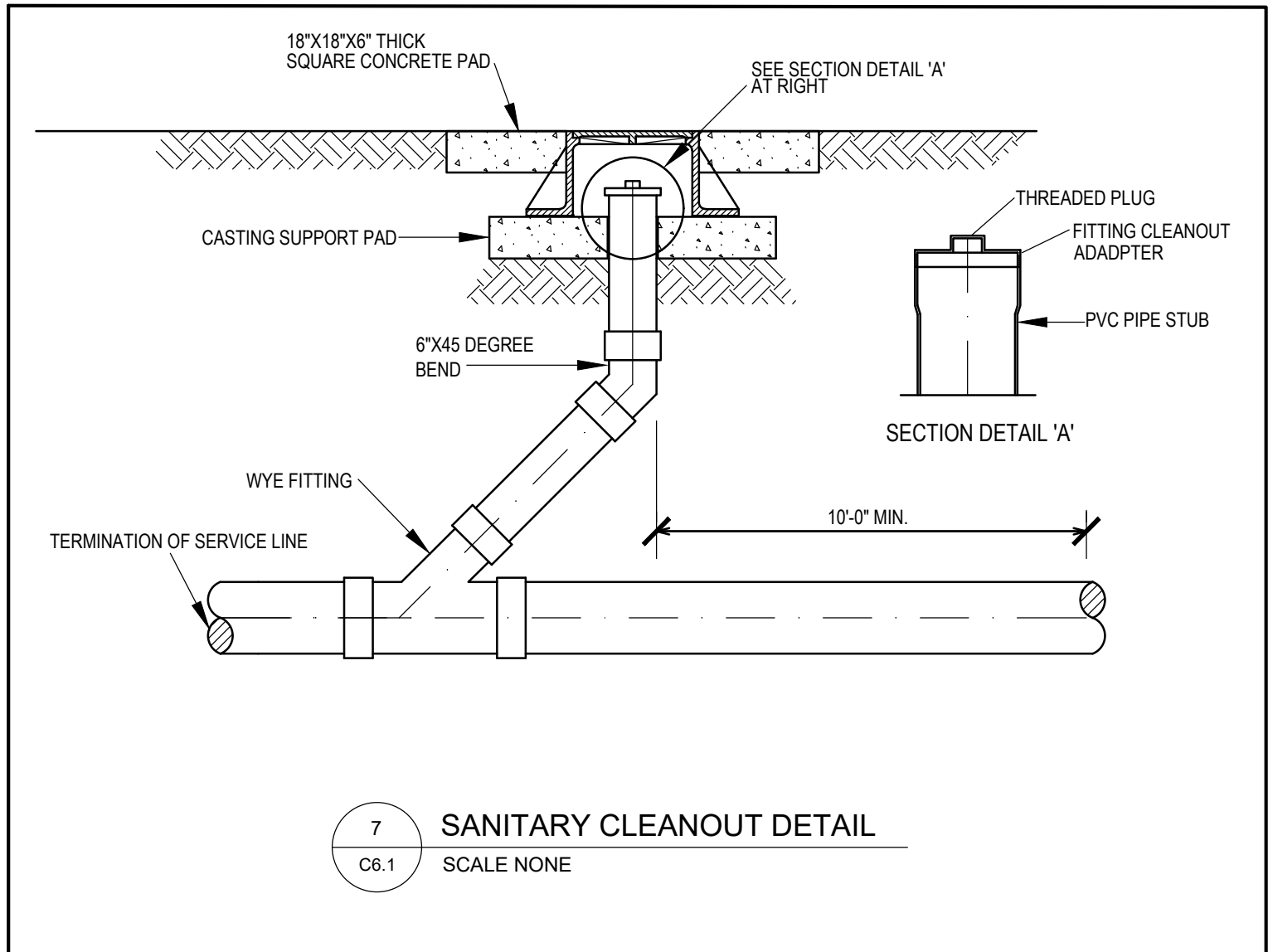
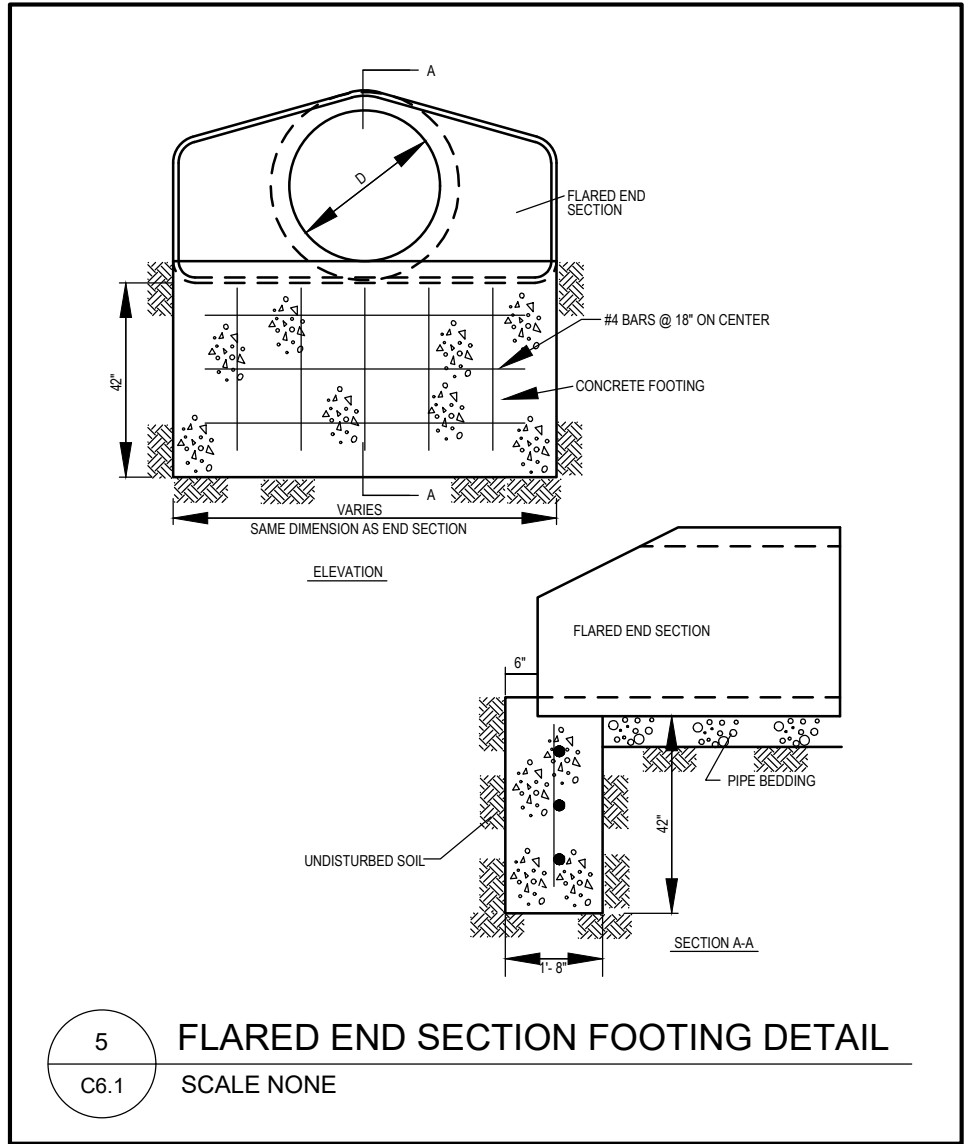
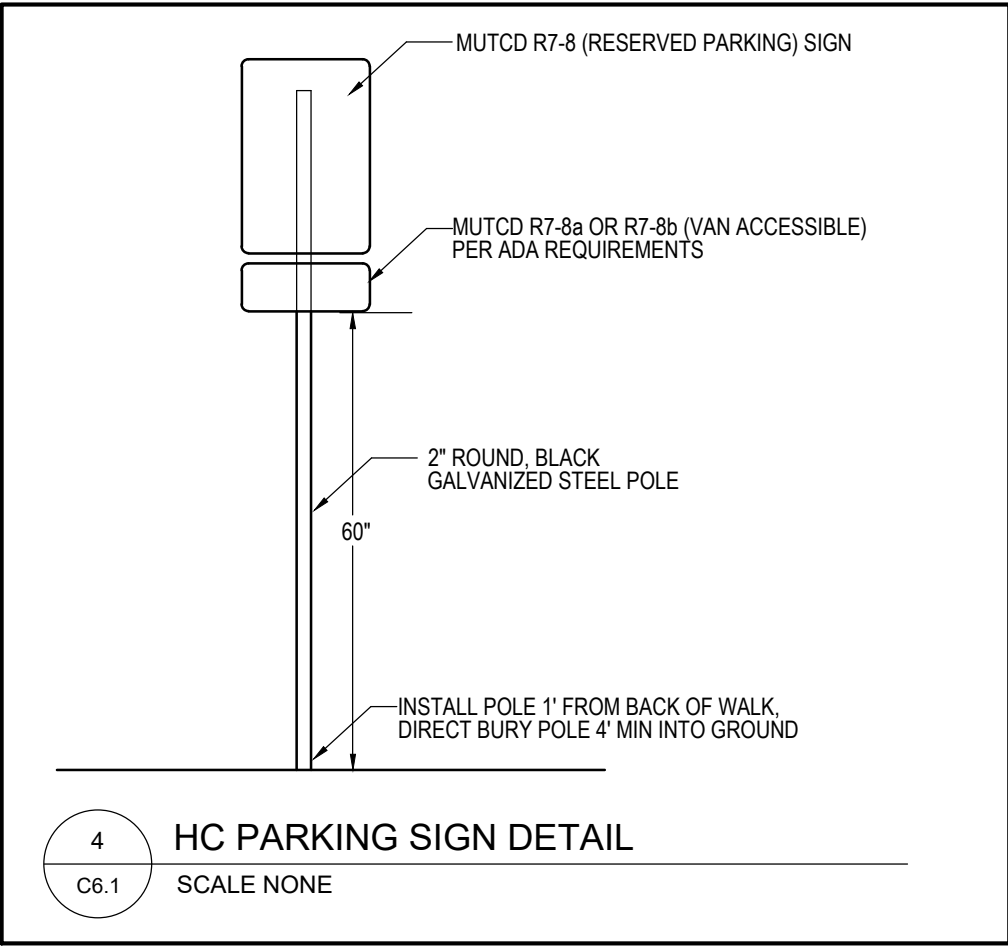
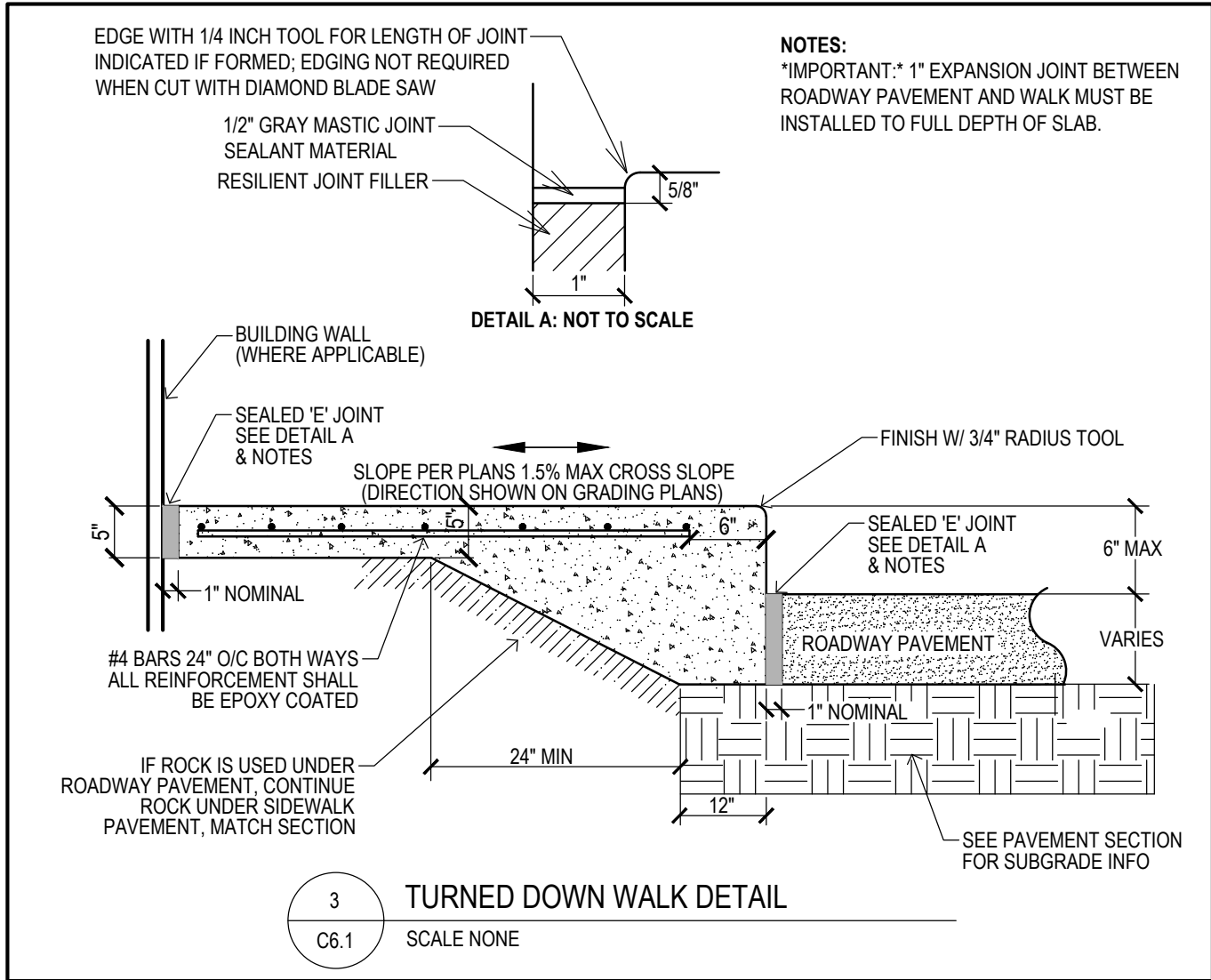
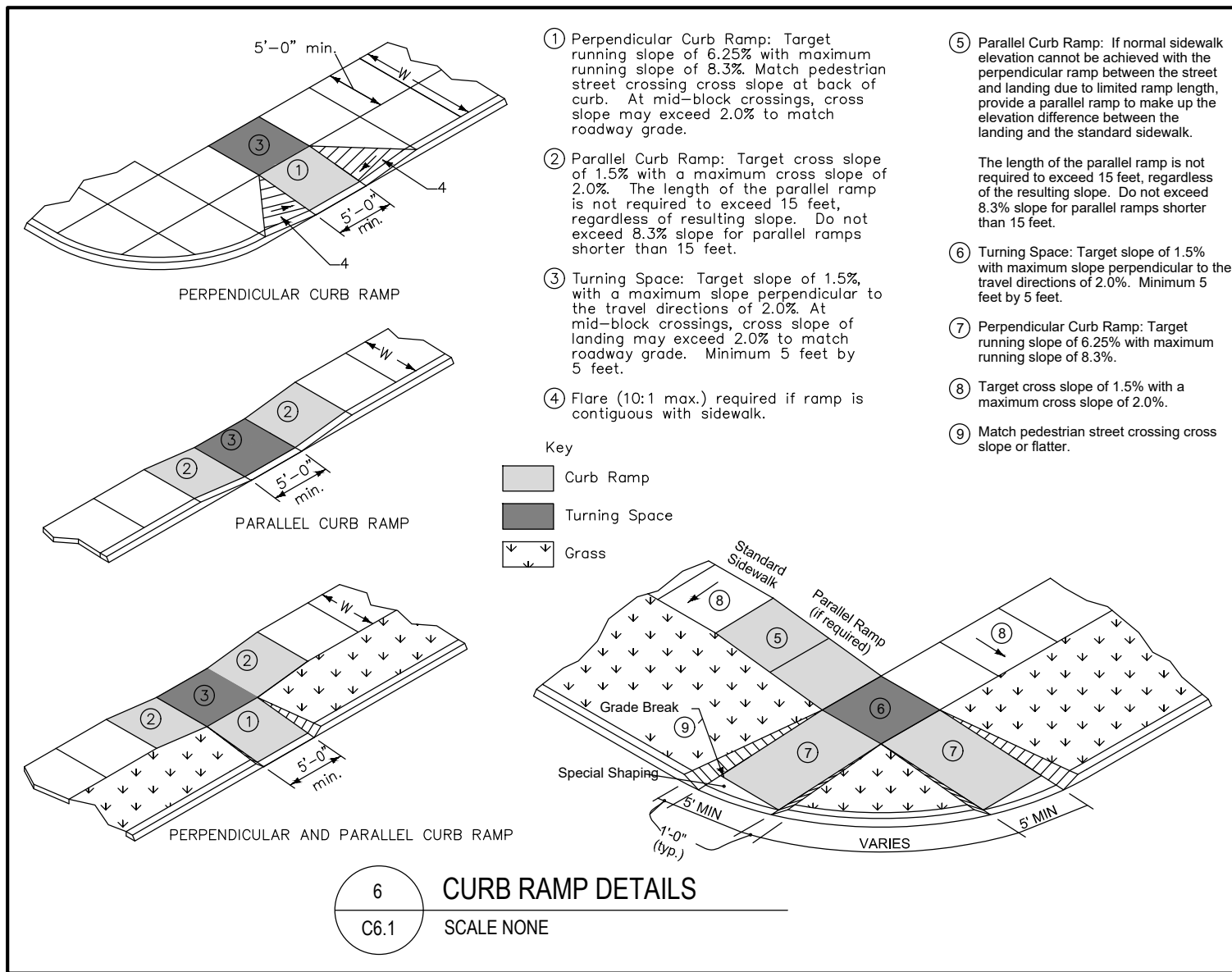
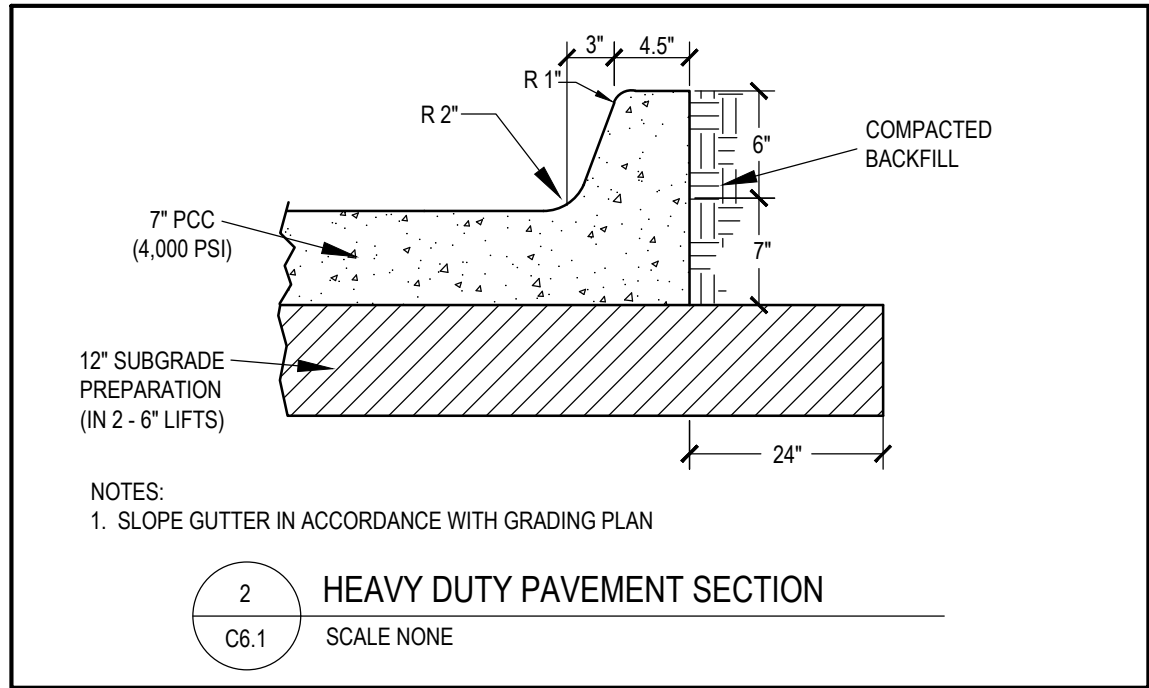
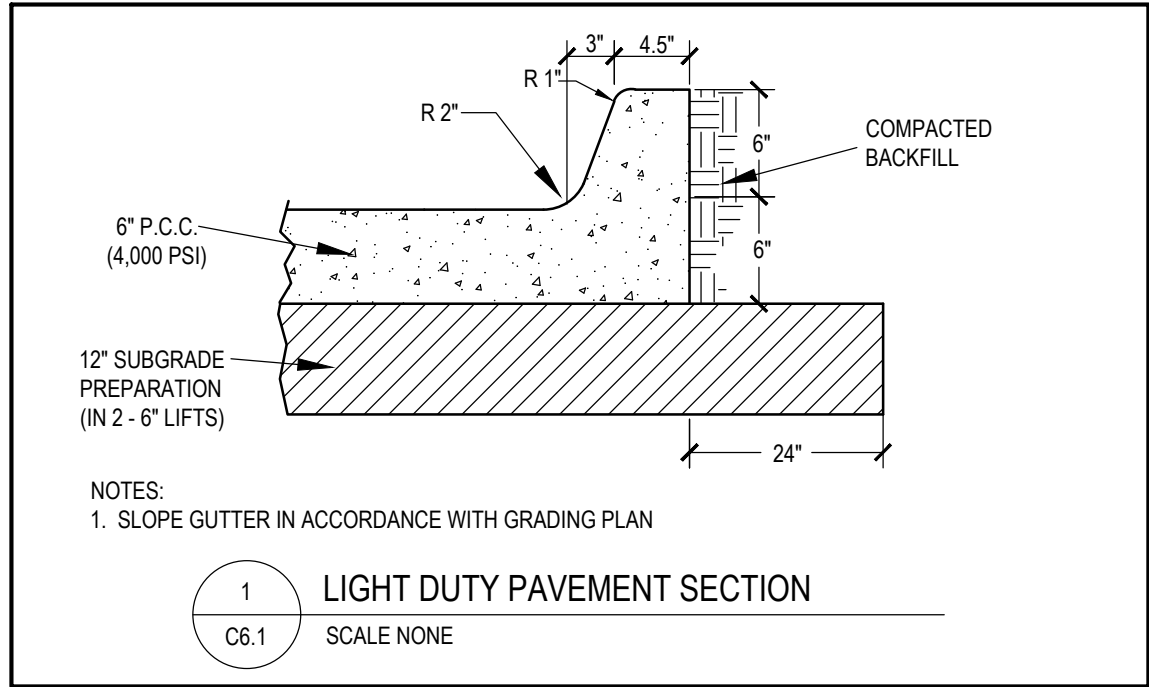
3501 104th Street

Des Moines, Iowa 50322-3825

Phone: (515)276-0467 Fax: (515)276-0217

Civil Engineering & Land Surveying

Established 1959



STORM WATER POLLUTION PREVENTION PLAN

PROPERTY DESCRIPTION:
LOT 3 IN LEGACY PARK, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

ADDRESS:
1200 SE 19TH STREET
GRIMES, IOWA 50111

OWNER:
ANDERSON FOUR LLC
CONTACT: W. MARK ANDERSON
3011 JUSTIN DRIVE
URBANDALE, IA 50322
PH: (515)270-6104

ZONING:
M1-A: COMMERCIAL & LIMITED LIGHT INDUSTRIAL DISTRICT
SETBACKS:
FRONT=25 FEET
SIDE=NONE, EXCEPT ADJACENT TO R DISTRICT THEN 25 FEET
REAR=25 FEET
MAX. BUILDING HEIGHT=50 FEET

LAND USE/SITE DATA:
WAREHOUSE FACILITY
TRUCK TRAFFIC:
NORTH TENANT = 1 TRUCK PER DAY
FUTURE TENANTS = TO BE DETERMINED
FACILITY OPERATION HOURS: 8AM-5PM
TRASH WILL BE HANDLED INTERNALLY

OVERLAY DISTRICT:
TRANSPORTATION OVERLAY DISTRICT

OPEN SPACE/IMPERVIOUS AREA:
TOTAL SITE AREA = 790,552 SF (18.15 AC)
REQUIRED OPEN SPACE = 79,055 SF (10.0%)
PROPOSED IMPERVIOUS = 578,130 SF
PROVIDED OPEN SPACE = 212,422 SF(26.9%)

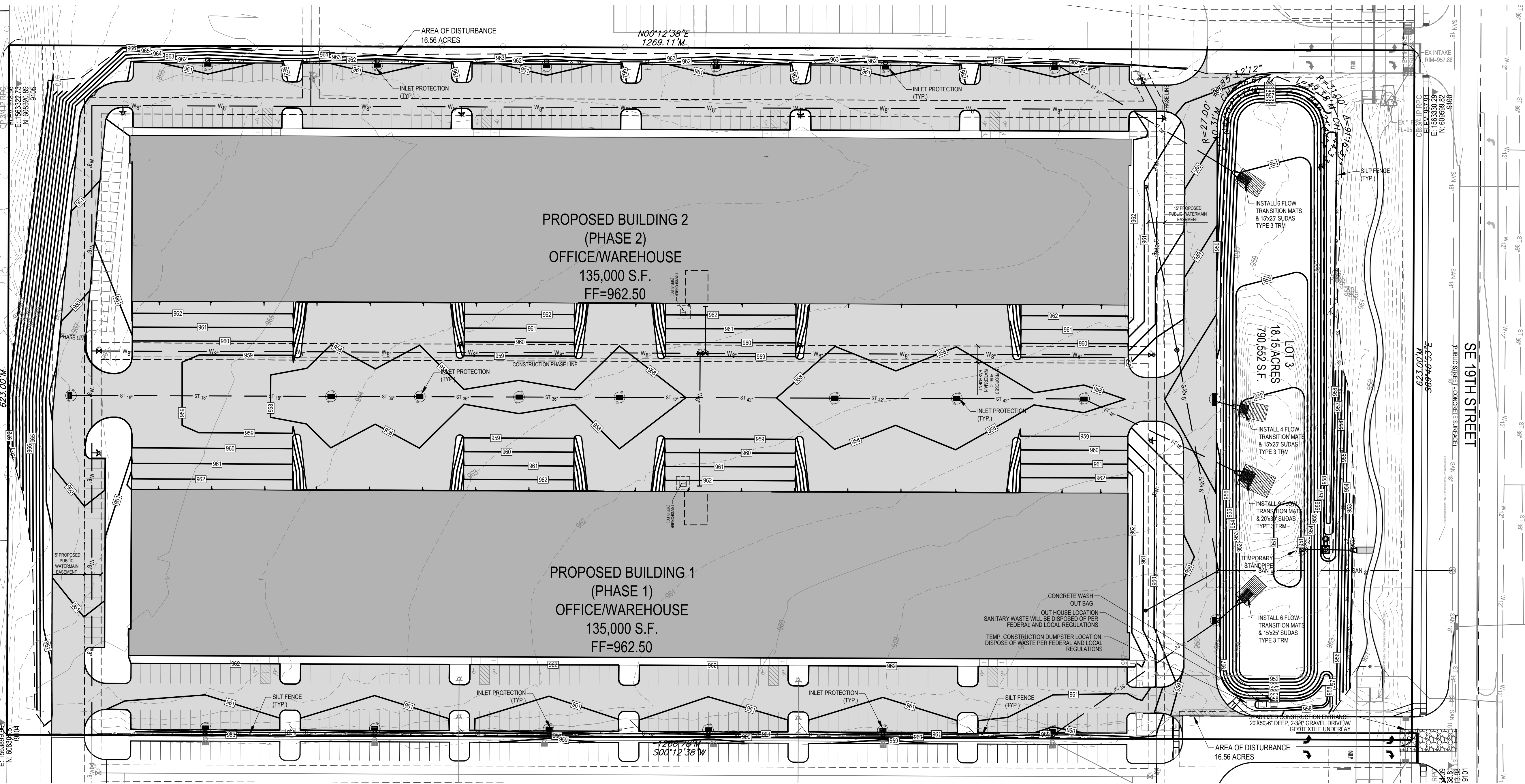
BENCHMARK:
BM1: NORTHEAST BURY BOLT ON HYDRANT ON EAST SIDE OF SE LITTLE BEAVER DRIVE NORTH OF SE 19TH STREET. ELEVATION=962.83 (NAVD 88 DATUM)

BM2: NORTHWEST BURY BOLT ON HYDRANT AT NORTHWEST QUADRANT OF SE 19TH STREET & SE GATEWAY DRIVE. ELEVATION=955.14 (NAVD 88 DATUM)

QUANTITY ESTIMATE:

QUANTITY ESTIMATE IS APPROXIMATE ONLY
DETAILED PLANS GOVERN.

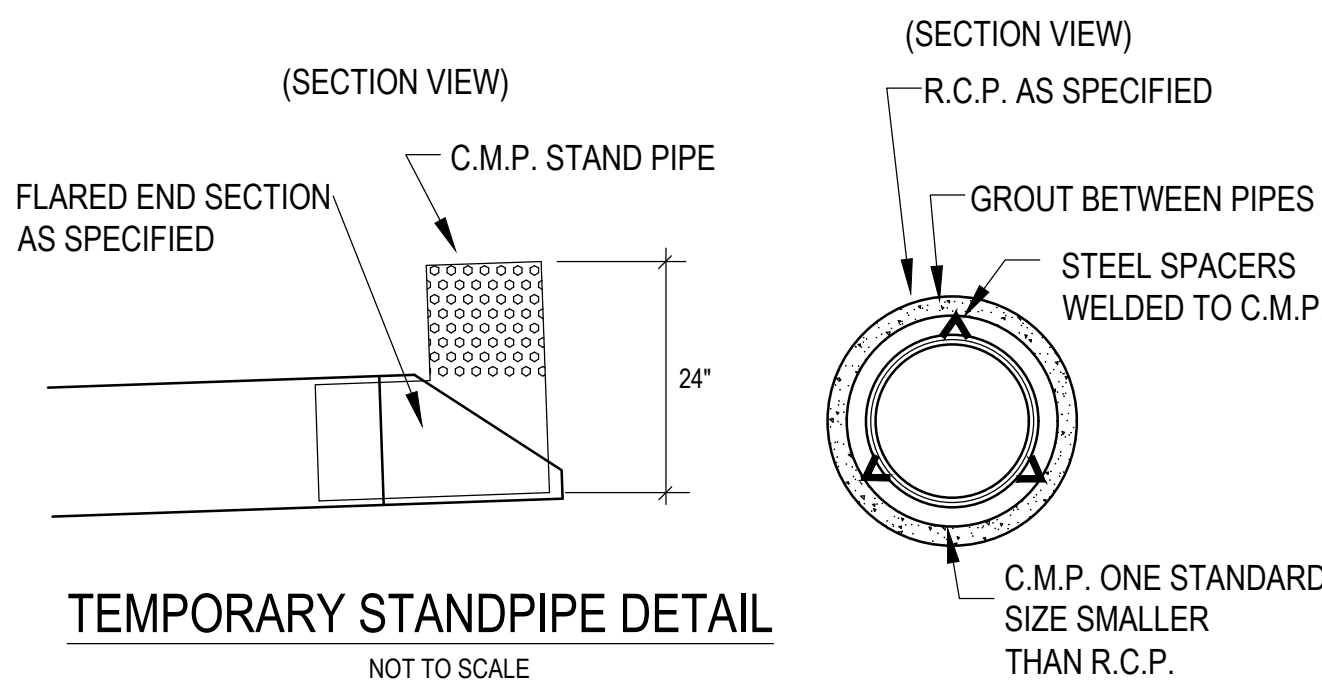
SILT FENCE	1500	LF
INLET PROTECTION	22	EA
CONCRETE WASH OUT BAG	1	EA
TEMPORARY STANDPIPE	1	EA
FLOW TRANSITION MATS	16	EA
TYPE 3 TRM	1350	SF
CONSTRUCTION ENTRANCE	1000	SF
TEMPORARY SEEDING AND MULCHING	16.65	AC



TEMPORARY STANDPIPE NOTES:

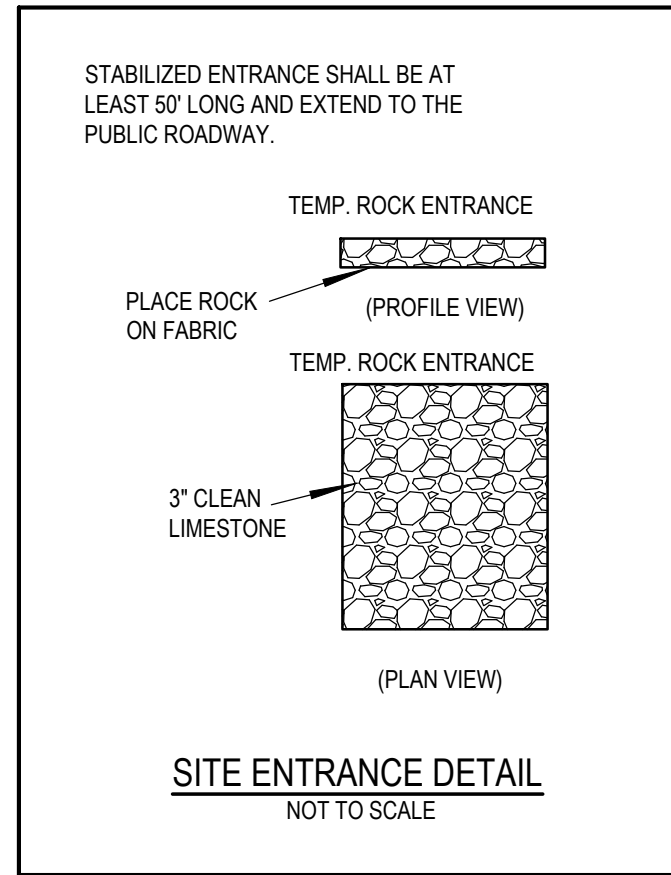
A TEMPORARY C.M.P. STANDPIPE, ONE STANDARD PIPE SIZE SMALLER THAN THE PERMANENT R.C.P. INLET, SHALL BE INSTALLED IN THE INLET.
THE OPEN TOP OF THE STANDPIPE SHALL BE 24" FROM THE FLOWLINE OF THE PIPE.
THE STAND PIPE SHALL CONSIST OF A 90° ELBOW, WITH 1" DIAMETER HOLES ON 6" CENTERS. STEEL SPACERS SHALL BE WELDED LONGITUDINALLY TO THE PIPE TO PROVIDE A SNUG FIT. ENGINEERING FABRIC (TREVIRA SPUNBOND OR EQUAL) SHALL BE SECURELY WRAPPED AROUND THE PIPE. LOW STRENGTH GROUT SHALL BE POURED BETWEEN THE 2 PIPES TO PROVIDE STABILITY AND PREVENT LEAKAGE.

ONCE FINAL STABILIZATION HAS BEEN ACHIEVED, THE TEMPORARY STAND PIPE AND GROUT SHALL BE REMOVED



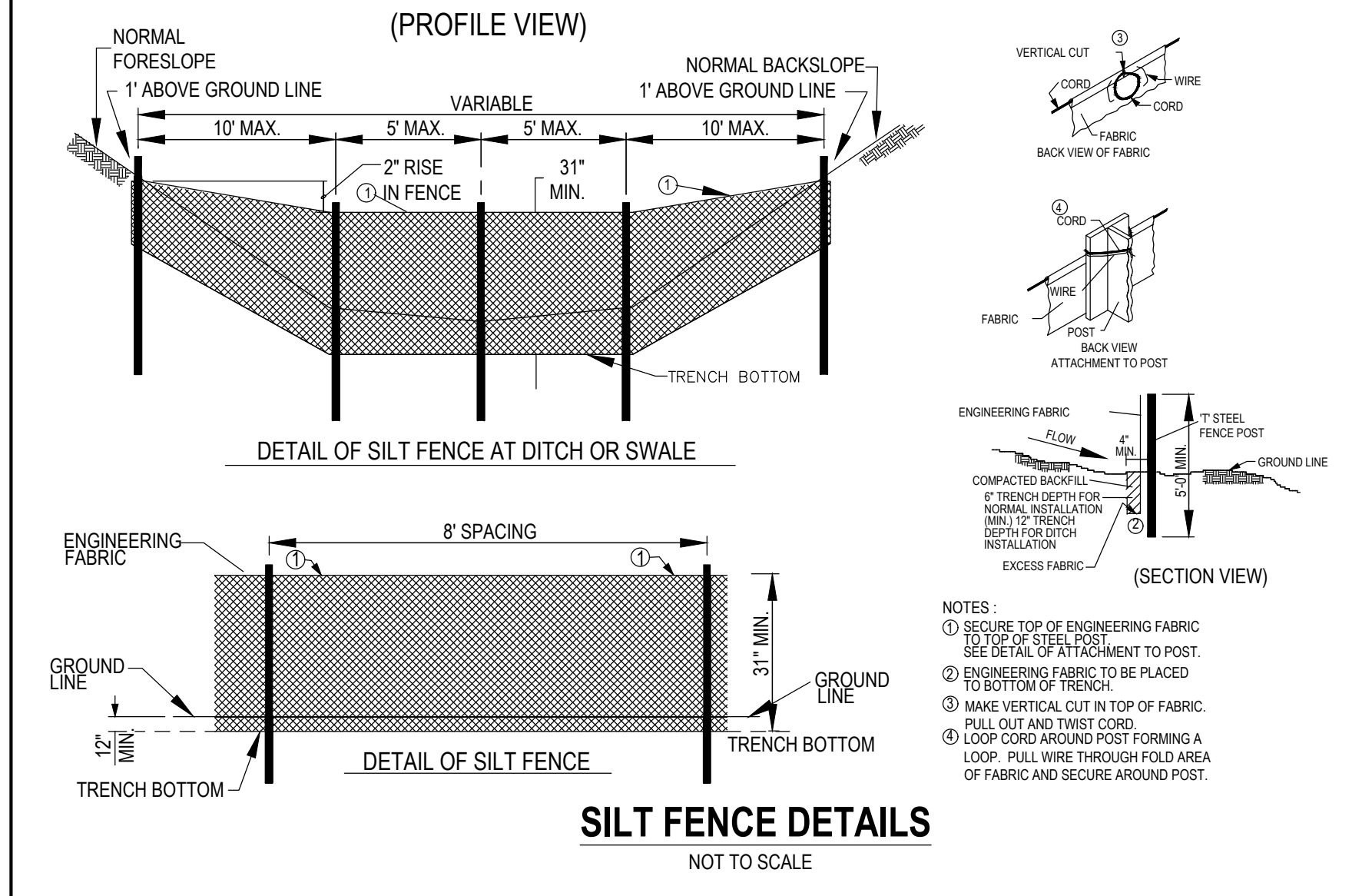
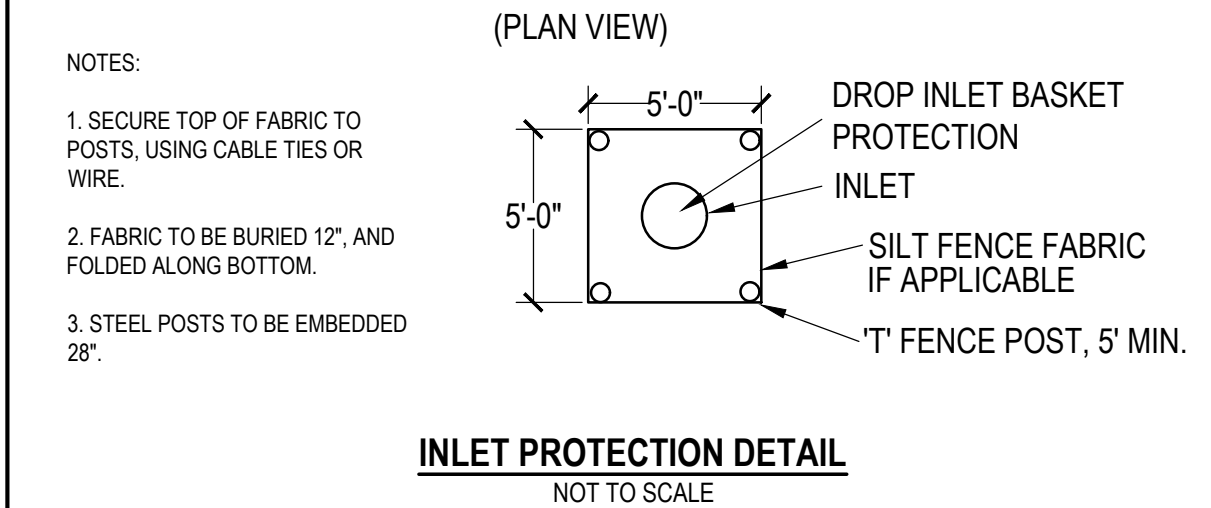
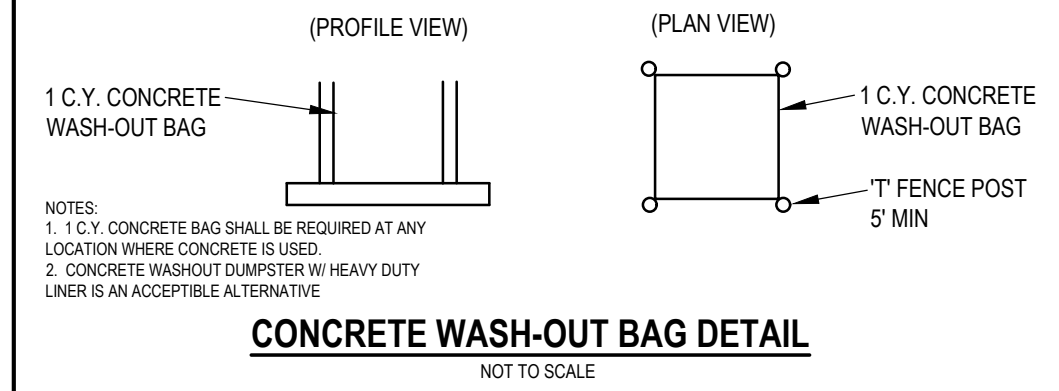
EROSION CONTROL NOTES:

- SEE SUPPLEMENTAL DETAIL STORM WATER POLLUTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES, ADDITIONAL DETAILS AND NOTE. ADDITIONAL NOTES AND MEASURES IN NARRATIVE SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE ORIGINAL BID.
- SWPPP PLAN AND NARRATIVE ARE CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY DEPENDING ON SITE CONDITIONS TO ASSURE COMPLIANCE WITH NPDES GENERAL PERMIT NO. 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPDATE THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO COMPLY WITH SAID PERMIT NO. 2.
- INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
- INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
- INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
- OTHER EROSION CONTROL TYPES MAY NOT BE SUBSTITUTED FOR SILT FENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. 2 DURING ALL CONCRETE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.



EROSION CONTROL REMOVAL NOTES:

- AFTER FINAL STABILIZATION HAS OCCURRED, AS DEFINED IN NPDES GENERAL PERMIT NO. 2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.



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LOT 3 LEGACY PARK
GRIMES, IOWA

REFERENCE NUMBER:

DRAWN BY:
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CHECKED BY:
DB

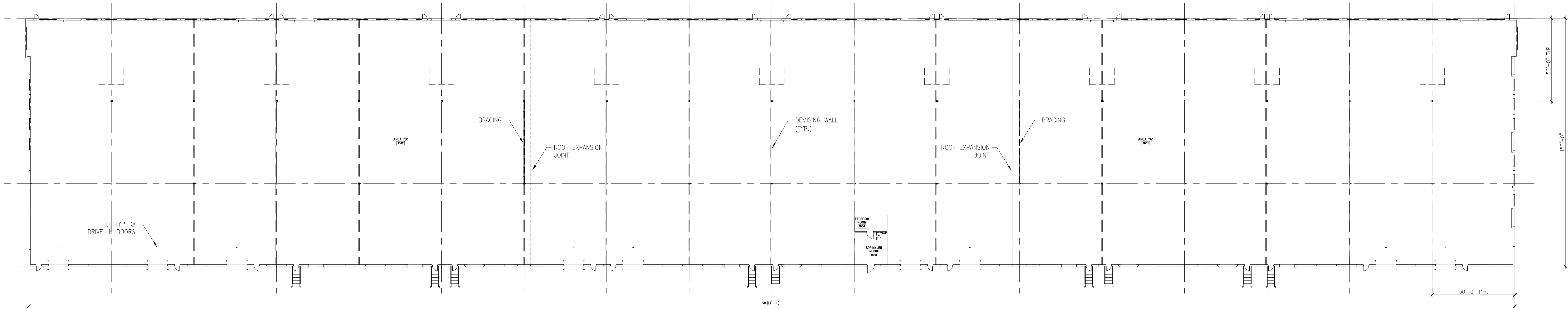
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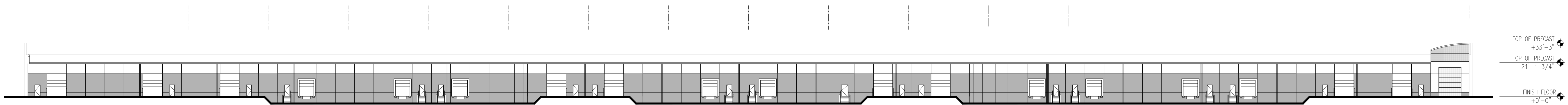
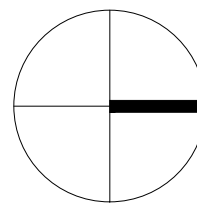
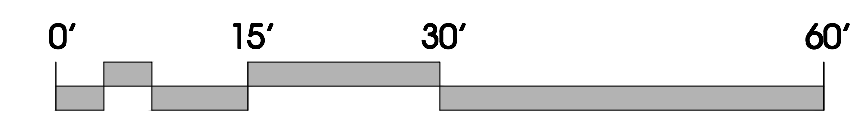
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C7.1

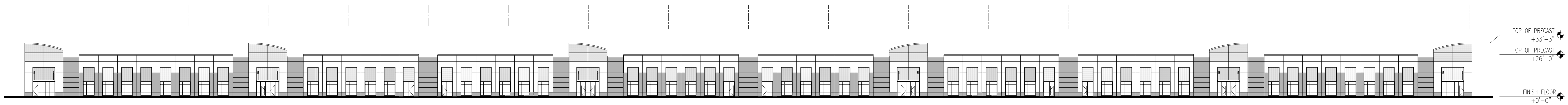
SWPPP



Floor Plan



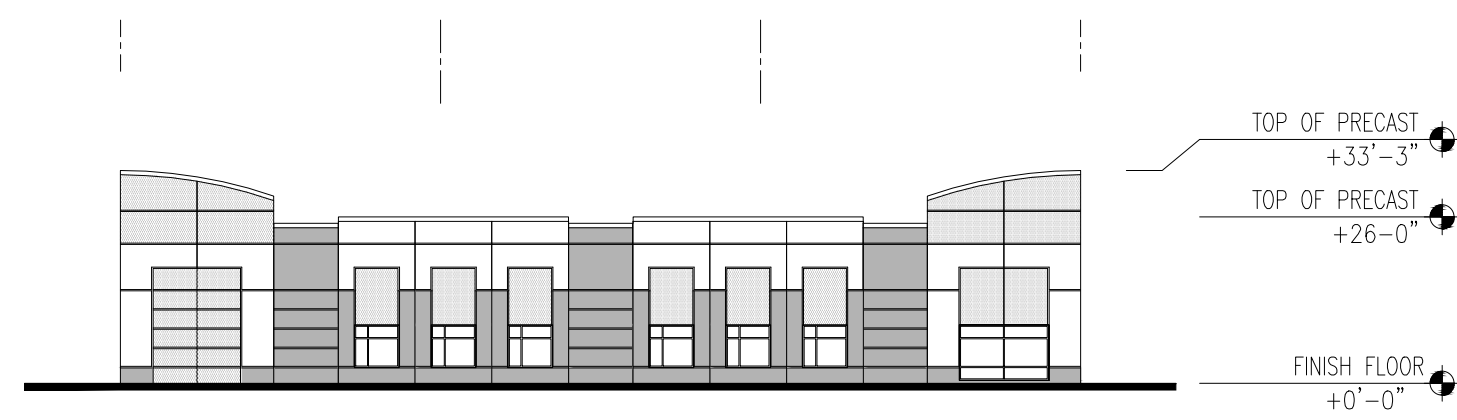
East Elevation



West Elevation



South Elevation



North Elevation

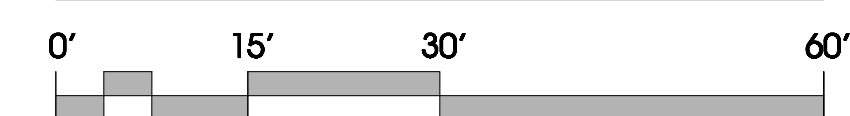
GROUND FLOOR FRONTAGE GLAZING (WEST WALL)

TOTAL HORIZONTAL LENGTH OF WALLS	904 LF	
HORIZONTAL LENGTH OF WINDOWS / DOORS	448 LF	50% OF WALL

GROUND FLOOR FRONTAGE GLAZING (NORTH WALL)

TOTAL HORIZONTAL LENGTH OF WALLS	150 LF	
HORIZONTAL LENGTH OF WINDOWS / DOORS	56 LF	37% OF WALL

Exterior Elevations





View from Northwest



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Jiffy Lube – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a 3,075 square foot Jiffy Lube and a 4,356 square foot Heartland Dental office located at 101 E. 1st Street. The property is located within the C-2 zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat for Hope Commercial Plat 1 - 2018

BOARD/COMMISSION ACTION(S):

Recommendation for Approval – Planning and Zoning, 09/07/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval for the site plan of Jiffy Lube subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: September 7, 2021
RE: Jiffy Lube – Site Plan

GENERAL INFORMATION:

Applicant:

Terraform Companies

Requested Action

Site Plan

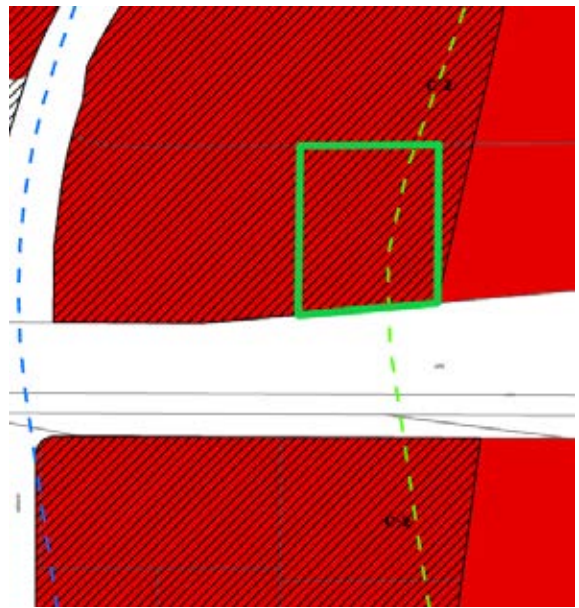
Location

1501 E 1st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Commercial	C-2
North	Commercial	General Commercial	C-2
South	Commercial	General Commercial	C-2
East	Commercial	General Commercial	C-2
West	Commercial	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of the site plan for a 3,075 square foot Jiffy Lube and a 4,356 square foot Heartland Dental office located at 1501 E. 1st Street. The property is located within the C-2 zoning district and is within Zone 1 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:*Building/Elevations:*

The façade for Jiffy Lube is proposed to be principally constructed of fiber cement with stone veneer accent band. The façade for Heartland Dental is proposed to be principally constructed of fiber cement and brick with a stone veneer accent band. The dumpster enclosure will be constructed of split face block. The gates will be constructed with a steel frame and composite decking.

Site Layout:

The site will be accessed from the private drive on the west and north of the property. Pedestrian connectivity is provided along E 1st Street and NE 2nd Court. A sidewalk connection is proposed from the north to the building. The entrance into the Jiffy Lube stalls wraps around the east side of the site.

Pole mounted light fixtures will be installed within the parking lot. Wall pack lighting will be provided on the building facades.

Parking:

The site provides more than the required number of parking spaces for the site and does provide more than 25% above the minimum. Parking has been provided for the two buildings with 39 total spaces provided.

Landscaping/Streetscape:

The site meets the minimum required number of plantings for the Highway 141 Corridor. Landscaping is provided along E. 1st Street and NE 2nd Court, along the west property line, along the building foundation, and around the transformer to shield it from the right-of-way.

Utilities:

The sanitary sewer will connect to the existing 6” sanitary sewer service on the north side of the site and will run south to the buildings.

Water will connect to the existing 8“ water service on the north side of the lot and will be constructed south to the buildings. The buildings are proposed to be fitted with a fire suppression system and therefore the appropriate FDC and hydrant locations have been provided.

Detention is handled within the regional detention basin located to the northwest of the site. Storm sewer onsite will run south to the existing storm sewer that leads to the regional detention basin.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Jiffy Lube subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~August 5, 2021~~

~~August 20, 2021~~

~~September 15, 2021~~

September 20, 2021

Civil Design Advantage

Attn: Erin Ollendike

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Jiffy Lube Site Plan

Dear Ms. Ollendike:

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

General Comments:

~~1. Are both buildings proposed to be constructed at the same time?~~

~~2. Provide \$3250 site plan review fee.~~

Cover Sheet:

~~1. Update proposed use. Dental office and auto repair~~

~~2. Update to Highway 141 Zone 1.~~

~~3. Revise required open space to 20%.~~

4. Please update the project addresses to the following:

a. Dental Clinic 1471 E 1st St

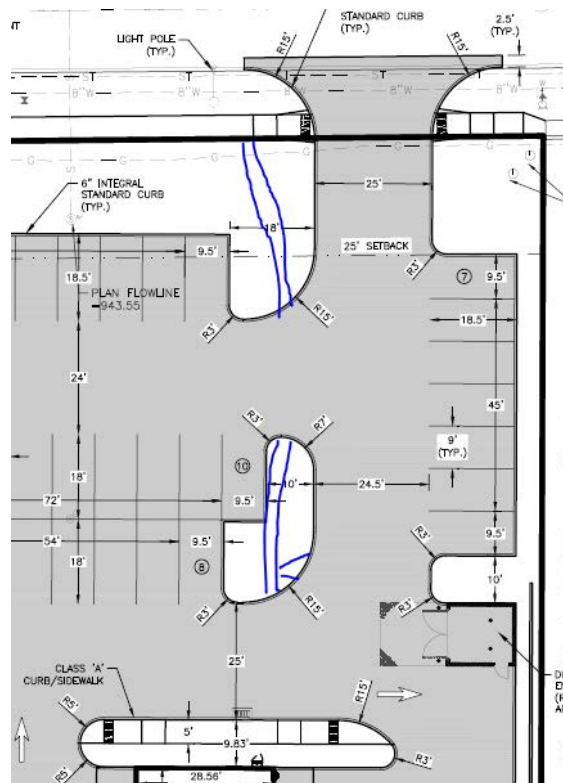
b. Jiffy Lube 1501 E 1st St

Sheet C2.0:

~~1. Label lot dimensions.~~

Sheet C3.0:

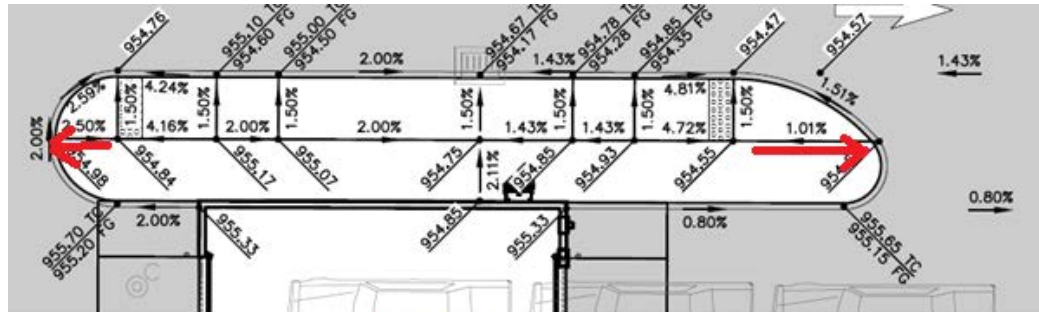
- ~~1. Update City standards notes. Update Note 1.F to obtain at knoxbox.com~~
- ~~2. Label stop sign locations.~~
- ~~3. Label the square footage of the buildings.~~
- ~~4. Provide 20' wide drive lane between the building and dumpster. The dumpster could shift north.~~
- ~~5. The slope along the west property line needs to be 4:1 maximum. Staff suggests moving the sidewalk as shown below or to move the sidewalk next to the curb of the parking lot to avoid grading/safety shelf issues along the west property line.~~



- ~~6. Is the maximum height of the retaining wall 3'? Please provide and label 3' setback from east property line.~~

Sheet C4.0:

- ~~1. On Detail B, grade the ends of the ramps should slope down to the parking lot.~~



DETAIL 'B'

2. ~~On ramps, the truncated domes are supposed to be radial if the space between the domes and street is greater than 5'.~~
3. ~~Slope on the west side of the property (33.33%) needs to be 4:1 maximum. Please revise.~~

Sheet C6.0:

1. Label FDC locations. FDC must be within 100' of a hydrant. Please label. The dental office may require a sprinkler. Do they plan on doing any procedures where individuals would be under anesthesia? If so, would the number of people under anesthesia be four or more at any one time? Please confirm.
2. ~~Label knox box locations. Please label.~~
3. ~~Provide water main lengths.~~
4. ~~Clean outs to have castings (SW 203)~~

Sheet C7.0:

1. ~~Suggest relocation of two skyline honey locust trees by the exits of the site. This may obstruct the view of the stop signs at the exit of the lot.~~
2. ~~Provide 5' clearance around hydrants.~~
3. ~~Provide landscape along the south side of the dental office.~~
4. ~~Provide evergreen landscaping around both transformers to shield from view from the ROW.~~
5. ~~Update required open space plantings. Should be 25 trees and shrubs.~~

- ~~6. Label the tree species along the south property line.~~

Photometric Plan:

- ~~1. Is lighting proposed on the dental building? Please add locations.~~
- ~~2. Provide lighting cut sheets for parking lot and building lights. Provide cut sheet for Jiffy Lube wall lights.~~

Architecture (Dental Office):

- ~~1. Provide building material percentages. A minimum of 75% of the wall area excluding glass primary material is required on all sides of the building. Provide material percentages.~~
- ~~2. Include all materials in the table and label the materials on the building.~~
- ~~3. What type of material is PC-CLAD?~~
- ~~4. Provide list of 5 treatments demonstrated on the building as listed in 165A.24. Add the list to the elevation sheet. Provide list and add to the elevation sheet.~~
- ~~5. Provide glazing percentage. 20% minimum is required along the ROW. Provide glazing percentage.~~
- ~~6. Provide lighting cut sheets. Label lighting locations on the building.~~

Architecture (Jiffy Lube):

- ~~1. EIFs is not considered primary material. Please revise material. Are fasteners needed for the fiber cement? If so, hidden or flush mount fasteners will be required. Please add a note.~~
- ~~2. Revise building material percentages to exclude windows and doors. Building material percentages should add up to 100%. Requirement is 75% primary material required on all sides. Update material percentages accordingly.~~
- ~~3. Provide glazing percentage. 20% minimum is required along the ROW.~~
- ~~4. Provide list of 5 treatments demonstrated on the building as listed in section 165A.24. Add the list to the elevation sheet.~~

- ~~5. Roof top equipment is required to be screened.~~
- ~~6. Provide lighting cut sheets. Provide cut sheets for wall lights.~~
- ~~7. The signage on the fascia panels will need to be channel or routed letters a minimum of 1" in depth. Flat panel signs are not permitted. Signage permits to be submitted separately. Remove fascia panel note. It is still shown.~~

SWPPP:

1. Provide SWPPP. **Please provide.**

Stormwater Management Plan (SWMP):

- ~~1. Add contour labels to storm sewer map.~~
- ~~2. Provide final signed SWMP.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	August 10, 2021 August 27, 2021 (1 PDF of Site plan with Elevation Plan included)
PLANNING & ZONING:	September 7, 2021 at 5:30
COUNCIL MEETING:	September 28, 2021 at 5:30

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:
JIFFY LUBE

GRIMES, IOWA

INDEX OF SHEETS

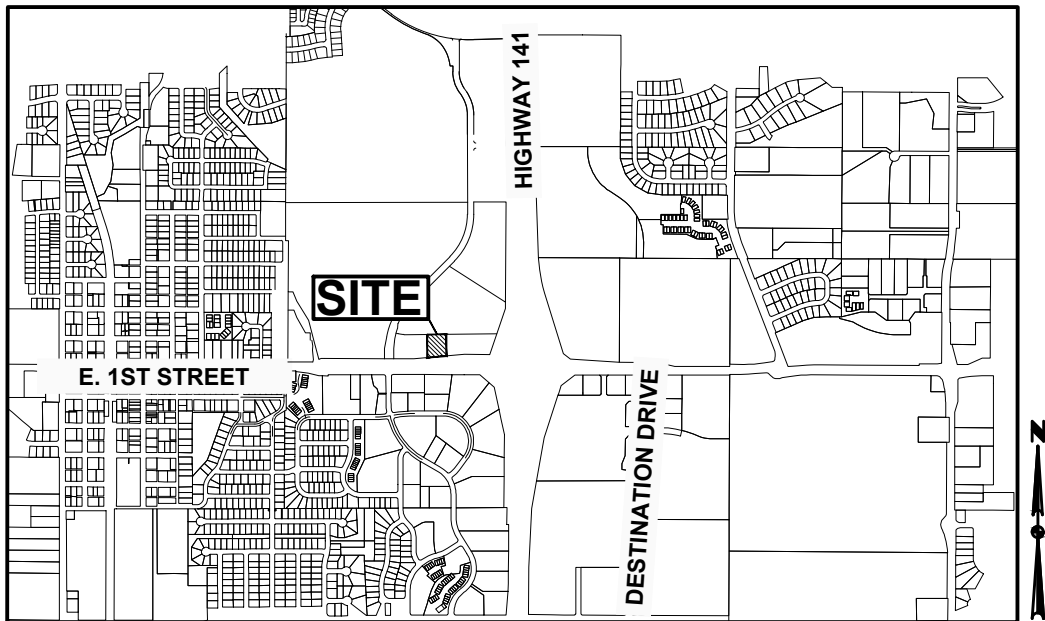
NO.	DESCRIPTION
C1.0	COVER SHEET
C2.0	TOPOGRAPHIC SURVEY & DEMOLITION PLAN
C3.0	DIMENSION PLAN
C4.0	GRADING PLAN
C5.0	EROSION AND SEDIMENT CONTROL PLAN
C6.0	UTILITY PLAN
C7.0	LANDSCAPE PLAN
C8.0	DETAILS

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	FIRE HYDRANT
CENTER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-503 STORM INTAKE	FLARED END SECTION
TYPE SW-505 STORM INTAKE	ROOF DRAIN/ DOWNSPOUT
TYPE SW-506 STORM INTAKE	DECIDUOUS TREE
TYPE SW-513 STORM INTAKE	CONIFEROUS TREE
TYPE SW-401 STORM MANHOLE	DECIDUOUS SHRUB
TYPE SW-402 STORM MANHOLE	CONIFEROUS SHRUB
TYPE SW-301 SANITARY MANHOLE	ELECTRIC POWER POLE
STORM/SANITARY CLEANOUT	GUY ANCHOR
WATER VALVE	STREET LIGHT
FIRE HYDRANT ASSEMBLY	POWER POLE W/ TRANSFORMER
SIGN	UTILITY POLE W/ LIGHT
DETECTABLE WARNING PANEL	ELECTRIC BOX
STORM SEWER STRUCTURE NO.	ELECTRIC TRANSFORMER
STORM SEWER PIPE NO.	ELECTRIC MANHOLE OR VAULT
SANITARY SEWER STRUCTURE NO.	TRAFFIC SIGN
SANITARY SEWER PIPE NO.	TELEPHONE JUNCTION BOX
SANITARY SEWER WITH SIZE	TELEPHONE MANHOLE/VAULT
SANITARY SERVICE	TELEPHONE POLE
STORM SEWER	GAS VALVE BOX
STORM SERVICE	CABLE TV JUNCTION BOX
WATERMAIN WITH SIZE	CABLE TV MANHOLE/VAULT
WATER SERVICE	MAIL BOX
SAWCUT (FULL DEPTH)	BENCHMARK
SILT FENCE	SOIL BORING
USE AS CONSTRUCTED	UNDERGROUND TV CABLE
	GAS MAIN
	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

OWNER

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

DEVELOPER

TERRAFORM COMPANIES
CONTACT: ELLIOTT SMITH
6770 SOUTH 900 EAST, SUITE 102
SALT LAKE CITY, UT 84047
PH. (801) 278-4689

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: MIKE BROONER
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

ARCHITECT

DESIGN WEST
CONTACT: NICK PALMER
795 NORTH 400 WEST
SALT LAKE CITY, UT 84103
PH. (801) 539-8221

DATE OF SURVEY

JULY 19, 2021

BENCHMARKS

BURY BOLT ON HYDRANT @ SE CORNER OF 1ST STREET AND
GATEWAY DRIVE.
ELEVATION = 940.44

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = FALL 2021
ANTICIPATED FINISH DATE = FALL 2022

SUBMITTAL DATES

FIRST SUBMITTAL: 07/26/2021
SECOND SUBMITTAL: 08/12/2021
THIRD SUBMITTAL: 08/26/2021

LEGAL DESCRIPTION

LOT 2 IN HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT,
NOW INCLUDED IN AND FORMING A PART OF THE CITY OF
GRIMES, POLK COUNTY, IOWA. CONTAINING 1.39 ACRES
(60,703 SQUARE FEET).

ZONING

ZONING: C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT

*PROPERTY IS WITHIN TRANSPORTATION
CORRIDOR MIXED USE DEVELOPMENT
OVERLAY DISTRICT

*PROPERTY IS WITHIN THE HIGHWAY 141
MIXED USE DEVELOPMENT CORRIDOR
DISTRICT (ZONE 1)

DEVELOPMENT SUMMARY

AREA: 1.39 ACRES (60,703 SF)

SETBACKS:

FRONT = 25'
SIDE = NONE
REAR = 25'

OPEN SPACE REQUIRED:

ADDITIONAL OPEN SPACE REQ. = 324 SF
TOTAL OPEN SPACE REQ. = 12,464 SF

OPEN SPACE PROVIDED:

TOTAL SITE = 60,703 SF
BUILDINGS = 7,431 SF
PARKING AREAS / DRIVES = 29,460 SF
SIDEWALK = 1,753 SF
OPEN SPACE PROVIDED = 22,059 SF (36%)

PARKING:

DENTAL (3/1,000) = 13 SPACES
JIFFY LUBE (4/ BAY) = 16 SPACES

TOTAL REQUIRED = 29 SPACES
MAXIMUM SPACES = 37 (+25%)
TOTAL PROVIDED = 39 SPACES

PROPOSED USE

DENTAL OFFICE &
AUTO REPAIR

PROJECT SITE ADDRESS

LOT 2: 1501 E. 1ST STREET

BULK REGULATIONS

C-2

MIN. FRONT YARD SETBACK = 25'
MIN. SIDE YARD SETBACK = NONE REQUIRED,
EXCEPT WHEN ADJOINING ANY "R" DISTRICT OR STREET
RIGHT-OF-WAY LINE, IN WHICH CASE - 25 FEET
MIN. REAR YARD SETBACK = 25'; HOWEVER,
FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER
25', THE REAR YARD MAY BE DECREASED IN DIRECT
PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR
YARD BE LESS THAN 10'
HEIGHT = 45'

HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT

MIN. HIGHWAY 141 SETBACK = 100'
MIN. PUBLIC STREET SETBACK = 25'
MINIMUM OPEN SPACE = 20%

TRANSPORTATION CORRIDOR MIXED USE DEVELOPMENT
OVERLAY DISTRICT

SAME AS C-2



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.

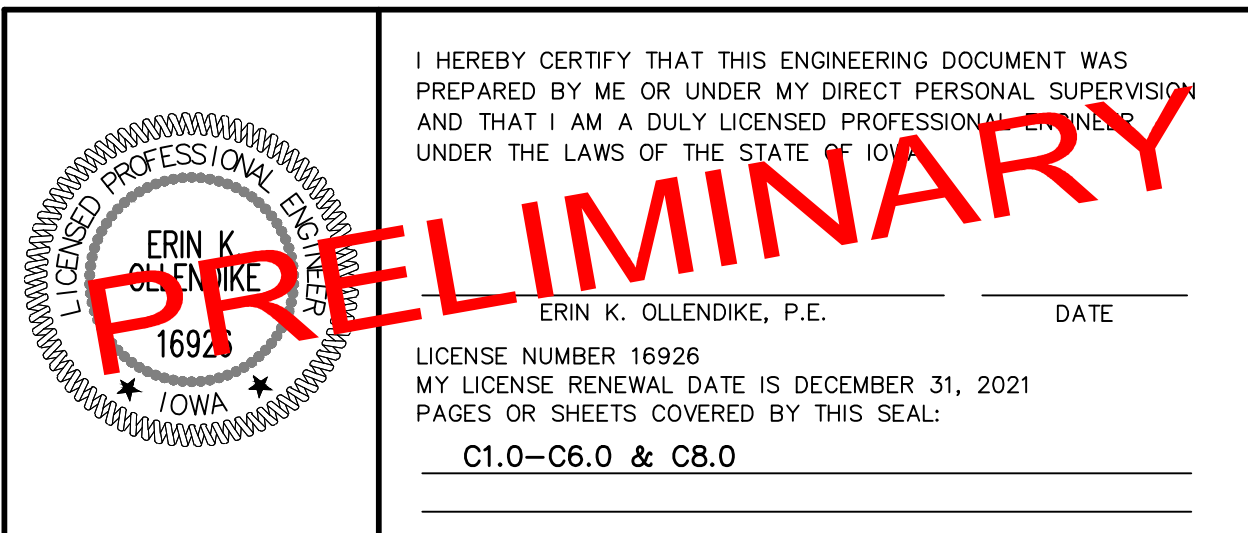


CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2104.250

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 2021 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC
RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY
SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT
UNLESS OTHERWISE NOTED.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA

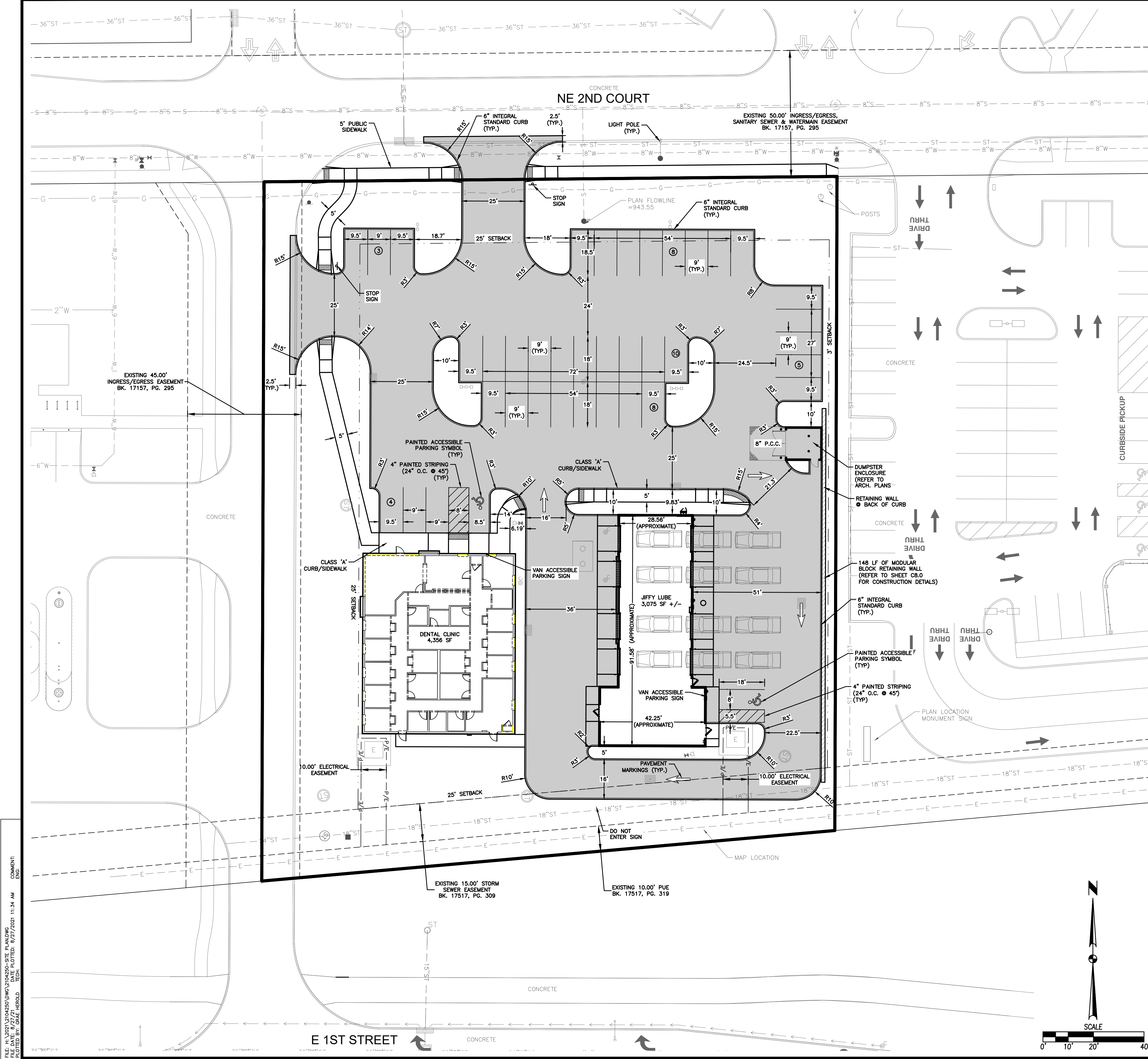
ERIN K. OLLENDIKE, P.E. DATE
LICENSE NUMBER 16926
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021
PAGES OR SHEETS COVERED BY THIS SEAL:
C1.0-C6.0 & C8.0



NE 2ND COURT PAVING AND STORM SEWER ARE PROPOSED IMPROVEMENTS (BY OTHERS). THESE IMPROVEMENTS COULD BE UNDER CONSTRUCTION SIMULTANEOUSLY WITH JIFFY LUBE'S SITE WORK. CONTRACTOR SHALL COORDINATE ALL WORK WITH ADJACENT CONSTRUCTION.

SHEET NUMBER:
C2.0
2104.250


FILE: H:\2021\2104250\DWG\2104250-SITE PLAN.DWG
PLOT: 8/27/2021 11:34 AM
PLOT: 8/27/2021 11:34 AM
PLOT: 8/27/2021 11:34 AM



GENERAL NOTES

- THE 2021 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
- ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
- ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
- PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
- ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT.
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W. / EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY OF GRIMES STANDARDS.
- ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
- PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
- REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
- ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
- DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
- THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
- THE CONTRACTOR SHALL BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
- CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY OF GRIMES CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
- ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY (48 HRS NOTICE) THE FOLLOWING:
 - CITY OF GRIMES
 - APPROPRIATE UTILITY COMPANIES
 - OWNER
 - ARCHITECT
- PARKING LOT STRIPING SHALL BE A 4" WHITE STRIPE UNLESS OTHERWISE NOTED (MINIMUM TWO COATS).
- ALL EXTERIOR LIGHTING SHALL BE LOW-GLARE FULL CUTOFF TYPE FIXTURES AND SHALL NOT EXCEED ZERO FOOT-CANDLES BEYOND THE PROPERTY LINE. THE CONTRACTOR SHALL COORDINATE FINAL LIGHTING AND ELECTRICAL DESIGN WITH THE OWNER.
- ANY SITE CHANGES THAT DIFFER FROM THE SITE PLAN MUST BE APPROVED BY THE CITY OF GRIMES PRIOR TO INSTALLATION/AMENDMENT.

PAVEMENT THICKNESS

- ALL PAVEMENT WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARDS SPECIFICATIONS.
- SIDEWALKS, DRIVEWAYS, DRIVE LANES WITHIN PARKING AND PARKING SPACES SHALL BE CLASS C PORTLAND CEMENT CONCRETE (P.C.C.) COARSE AGGREGATE FOR P.C.C. CONSTRUCTION SHALL BE CLASS 3 DURABILITY.
- PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
- PAVEMENT THICKNESS:

SIDEWALKS	4" P.C.C.
SIDEWALK CURB RAMPS	6" P.C.C.
PARKING SPACES / DRIVES	6" P.C.C.
DUMPSTER ENCLOSURE AND FRONT 14 FEET	8" P.C.C.

CITY OF GRIMES STANDARD NOTES FOR SITE PLANS

- 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 SUPPLEMENTALS.
 - A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
 - ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
 - THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER CITY STANDARD PROCEDURES.
 - TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP.
 - 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-WAYS.
 - PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS.
- SANITARY SEWER NOTES:
 - THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
 - SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
 - SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
 - ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
 - ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
 - ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B:PCC W/ADJUSTING MECHANISM.
 - SANITARY SEWER TESTING, CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISIONING.
- WATER MAIN NOTES:
 - ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
 - ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
 - A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
 - 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 BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
 - ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.
- STORM SEWER NOTES:
 - ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
 - ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
 - THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
 - STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISIONING.
 - 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 POST SHALL BE TELESPOK 2"x2" SQUARE TUBE GALVANIZED STEEL (14-GAUGE MIN.) WITH 7/16" KNOCK-OUT STYLE PERFORATIONS THAT ARE PRE-PUNCHED.

SIGN LEGEND



R7-8a



R5-1



R1-1

DATE					
REVISIONS					
THIRD SUBMITTAL					
SECOND SUBMITTAL					
FIRST SUBMITTAL					

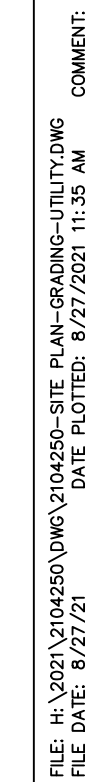
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: EKO
EII: GH

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

JIFFY LUBE
DIMENSION PLAN

SHEET NUMBER:
C3.0
2104.250



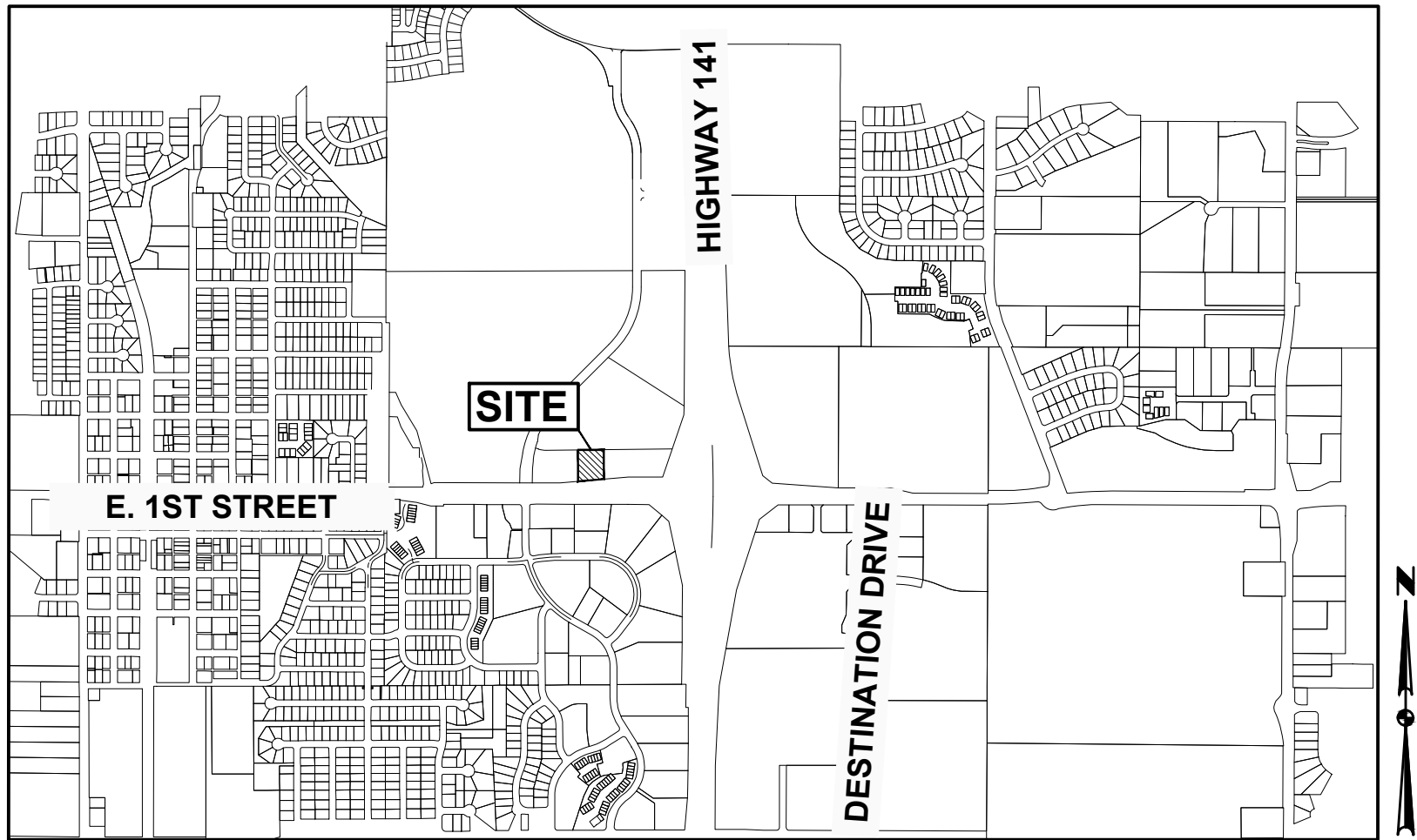
1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF GRIMES' BUILDING DIVISION.
2. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. SUBGRADE SHALL BE STRIP ALL EXISTING TOPSOIL TO A DEPTH OF TOPSOIL IS TO BE STOCKPILED AND RESPAED AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
4. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2021 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. 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 HAIL 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 T/3, TRANSVERSE T/4.



JIFFY LUBE

EROSION AND SEDIMENT CONTROL PLAN

VICINITY MAP
NOT TO SCALE



GRIMES, IOWA

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	693
2	DITCH CHECKS	LF	81
3	FILTER SOCK	LF	110
4	SEEDING, FERTILIZING, AND MULCHING	AC	0.39
5	INLET PROTECTION DEVICES	EA	5
6	CONCRETE WASHOUT PIT	EA	1

DISCHARGE POINT SUMMARY

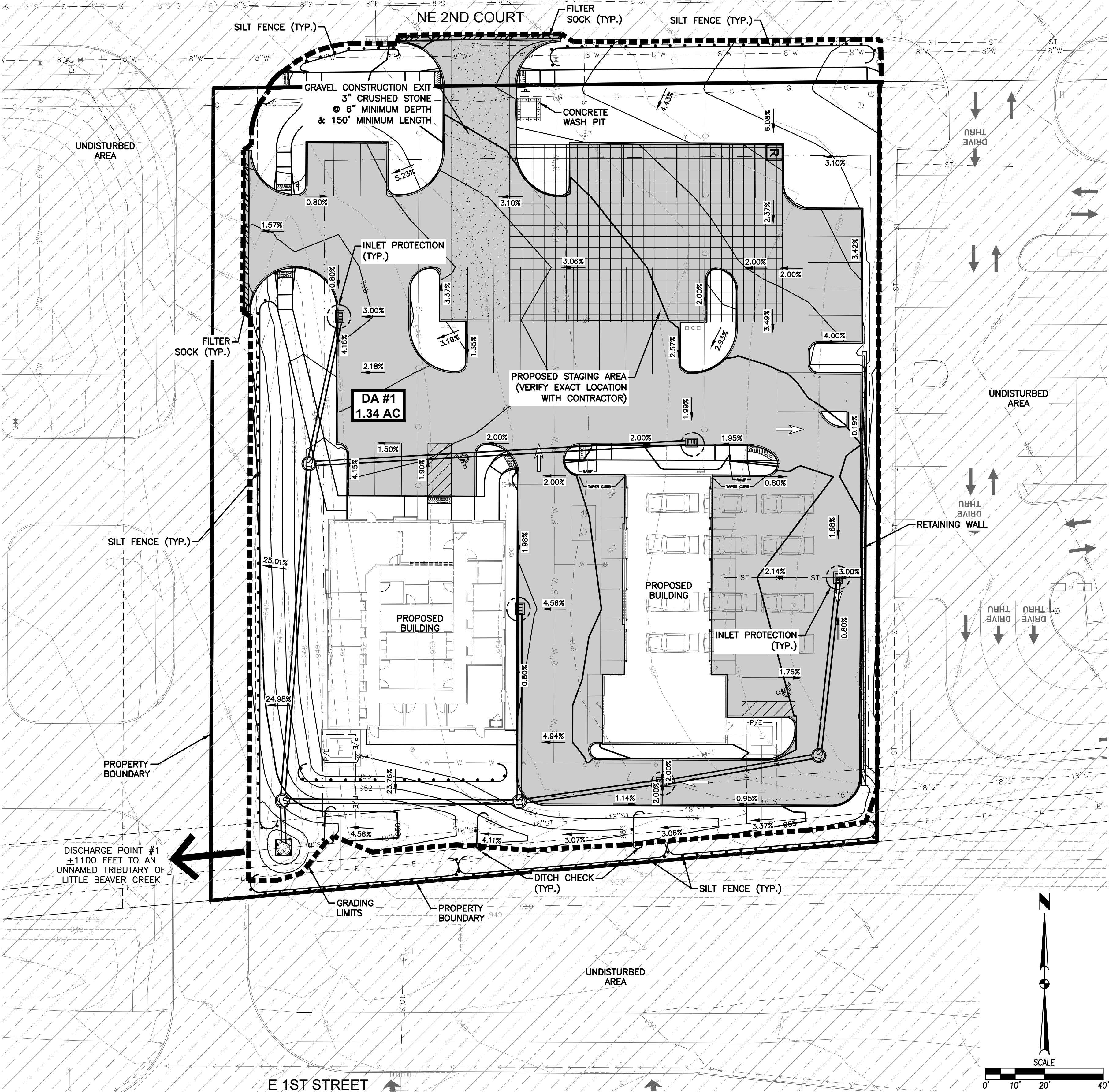
DISCHARGE POINT #1 TO LITTLE BEAVER CREEK ±1100 FT	1.34 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	4,824 CU FT
STORAGE VOLUME REQUIRED (1.40 OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (110 LF @ 2.0 CU FT/LF OF SOCK)	220 CU FT
VOLUME PROVIDED IN SILT FENCE (693 LF @ 9 CU FT/LF OF FENCE)	6,237 CU FT
VOLUME PROVIDED IN DITCH CHECK (81 LF @ 15 CU FT/LF)	1,215 CU FT
TOTAL VOLUME PROVIDED	7,672 CU FT

NOTES:

- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- 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.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

SWPPP LEGEND

DRAINAGE ARROW	X.XX %	UNDISTURBED AREA
GRADING LIMITS	---	GRAVEL ENTRANCE
FILTER SOCK		STAGING AREA
SILT FENCE	----	
DITCH CHECK	---	
INLET PROTECTION	○	
PORTABLE RESTROOM	R	
TEMPORARY STANDPIPE	●	
CONCRETE WASHOUT PIT	□	



DATE

08/26/2021

08/12/2021

07/26/2021

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

ENGINEER: EKO

EI: GH

CSA

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

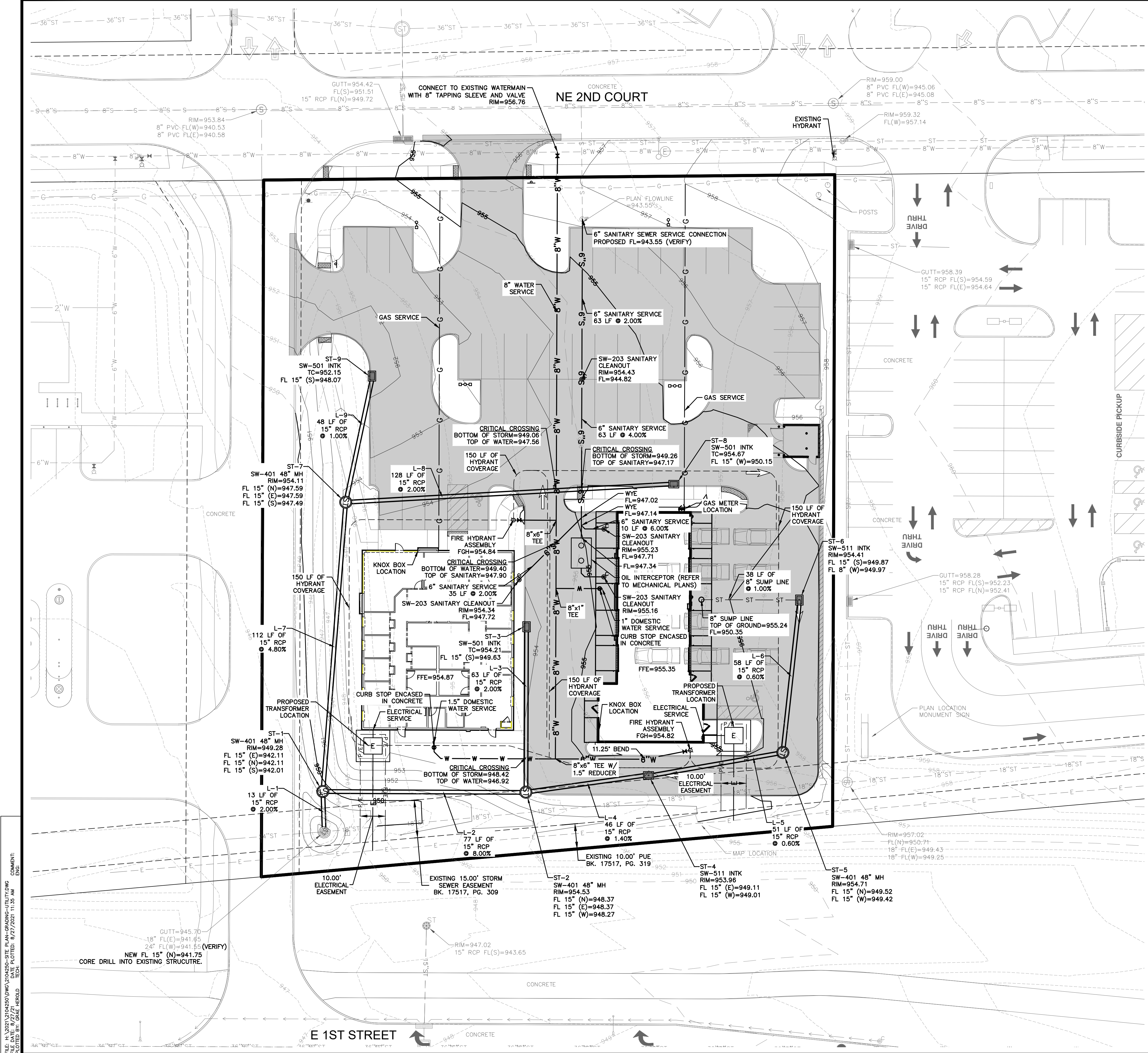
JIFFY LUBE

EROSION AND SEDIMENT CONTROL PLAN

SHEET NUMBER:

C5.0

2104.250



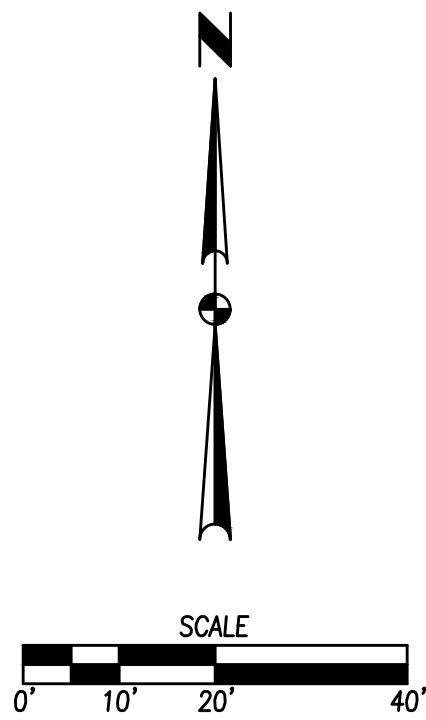
UTILITY NOTES

- 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 2021 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 THERE TO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
- 11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2021 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.

PRIVATE WATER MAIN QUANTITIES

8" WATER MAIN =241 L.F.
6" WATER MAIN =64 L.F.

FILE: H:\2021\2104250\DWG\2104250-SITE PLAN-GRADING-UTILITY.DWG
DATE PLOTTED: 8/27/2021 11:35 AM
PLOTTER: HP DesignJet T120
DRAWN BY: GAE
CHECKED BY: GAE
COMMENT: END



DATE

08/26/2021

08/12/2021

07/26/2021

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

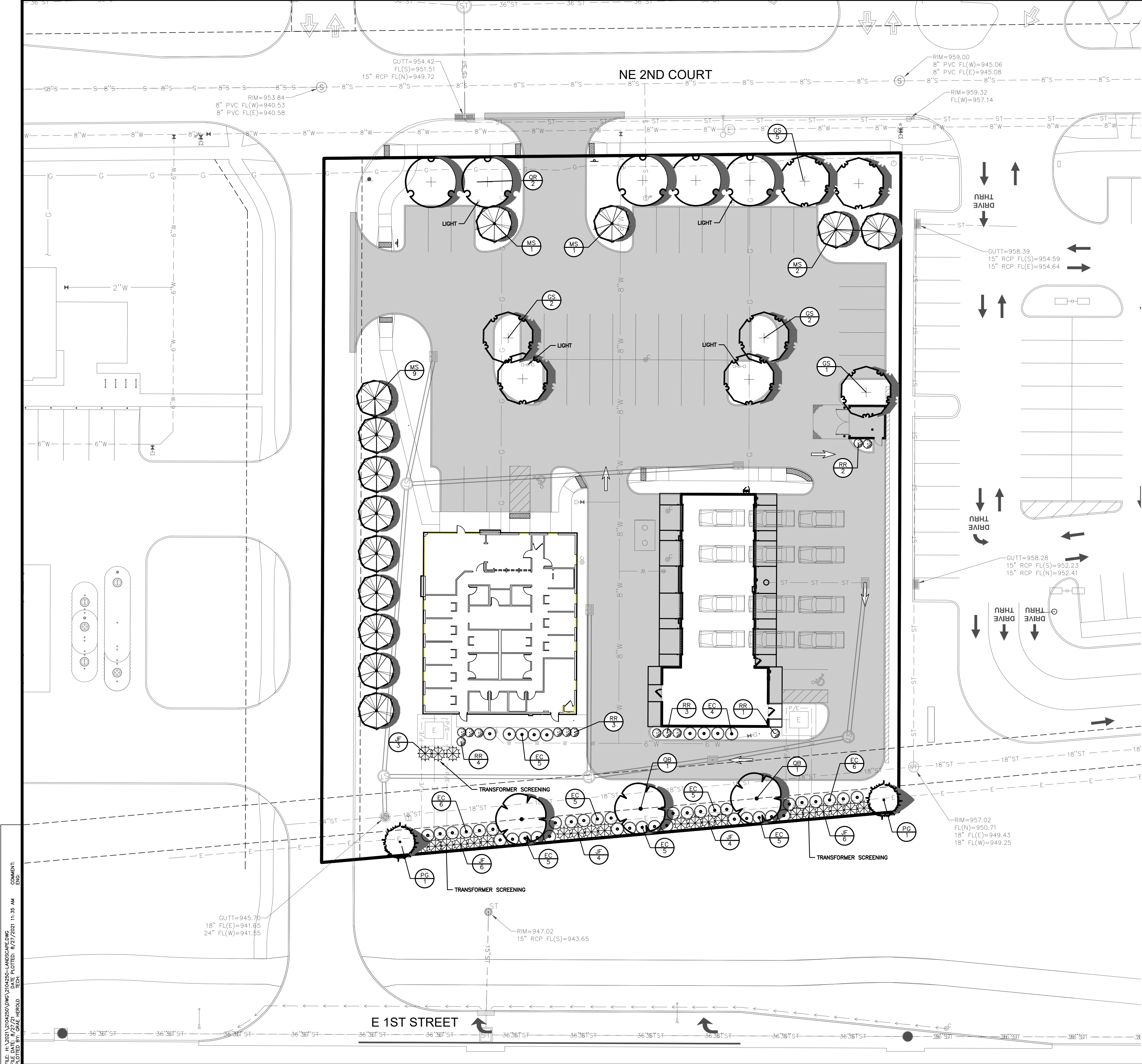
GRIMES, IOWA

ENGINEER: EKO

EI: GH

JIFFY LUBE
UTILITY PLAN

SHEET NUMBER:
C6.0
2104.250



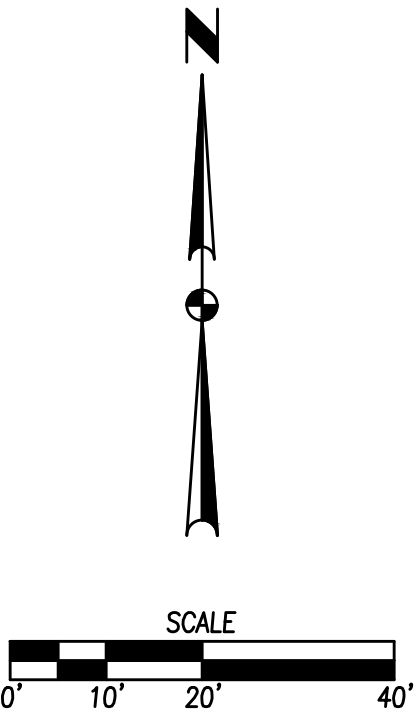
LANDSCAPE NOTES

- 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. SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
- 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, IF REQUESTED, FOR APPROVAL.

LANDSCAPE REQUIREMENTS

SITE AREA:	60,703 SF
OPEN SPACE:	REQUIRED: 12,141 SF (20%)
STREET FRONTAGE:	E 1st STREET (228' LF)
OPEN SPACE LANDSCAPING:	
REQUIRED:	2 TREES AND SHRUBS PER 1,000 SF OF REQUIRED OPEN SPACE
	25 TREES 25 SHRUBS
PROVIDED:	25 TREES 25 SHRUBS
PARKING LOT FRONTAGE:	
REQUIRED:	1 TREE/50 LF AND 1 SHRUB/4 LF
EAST 1ST STREET:	5 TREES 57 SHRUBS
PROVIDED:	5 TREES 57 SHRUBS

PLANT SCHEDULE				
EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
PG	2	Colorado Blue Spruce	Picea pungens 'Glaucia'	B&B, 6' HEIGHT
ORNAMENTAL TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
MS	13	Spring Snow Crab Apple	Malus x 'Spring Snow'	B&B, 1.5" CALIPER
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
GS	7	Skyline Honey Locust	Gleditsia triacanthos 'Skyline'	B&B, 2" CALIPER
QB	3	Swamp White Oak	Quercus bicolor	B&B, 2" CALIPER
QR	5	Red Oak	Quercus rubra	B&B, 2" CALIPER
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EC	46	Compact Burning Bush	Euonymus alatus 'Compactus'	24" HT.
JF	23	Sea Green Juniper	Juniperus chinensis 'Sea Green'	24" HT.
RR	11	Fine Line Buckthorn	Rhamnus frangula 'Fine Line'	36" HT.



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PLOTED BY: JEFF LUBE
DATE: 8/27/2021 11:35 AM

DATE

08/26/2021

08/12/2021

07/26/2021

REVISED

THIRD SUBMITTAL

SECOND SUBMITTAL

FIRST SUBMITTAL

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

ENGINEER: EKO

EI: GH

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

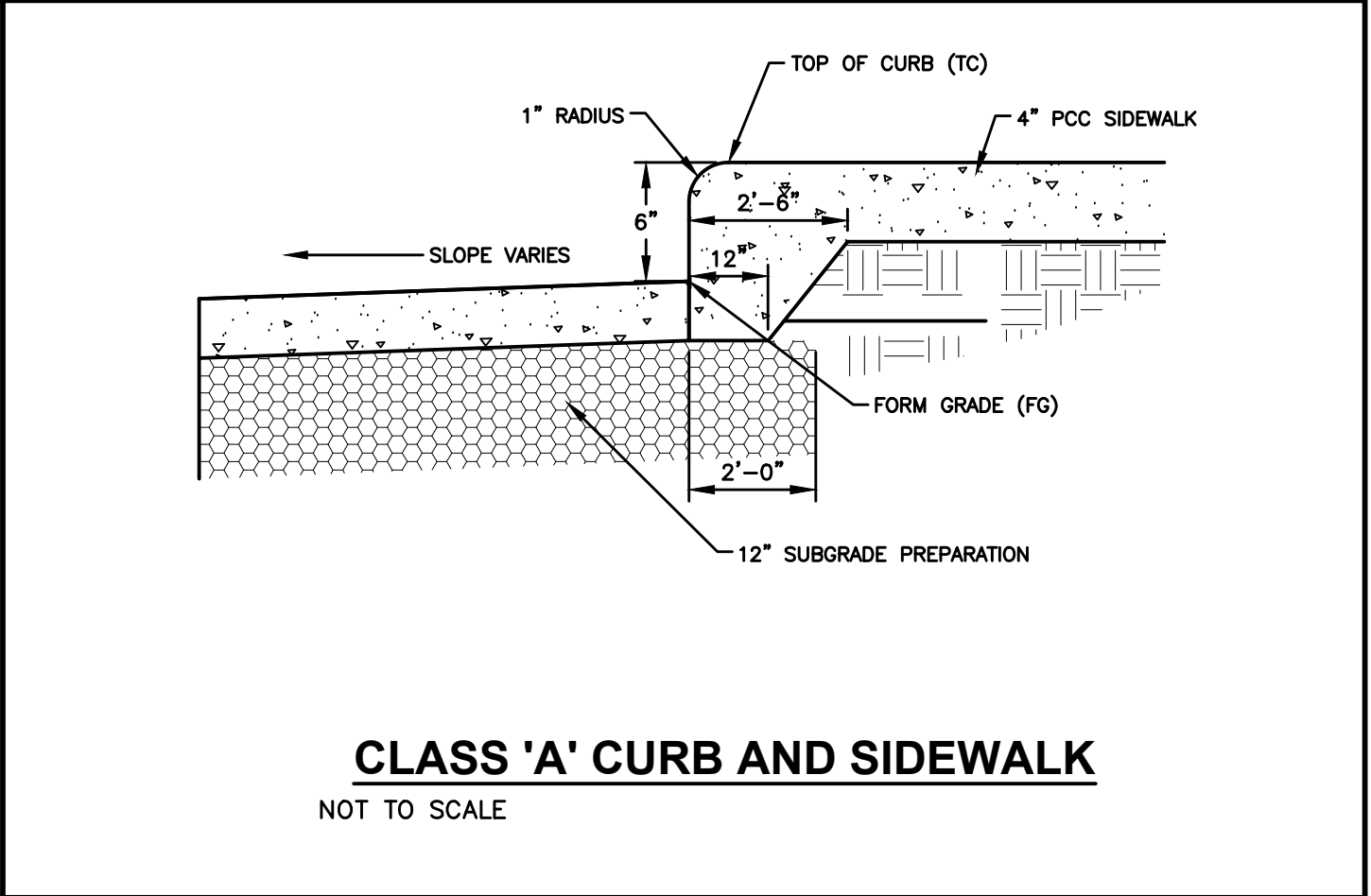
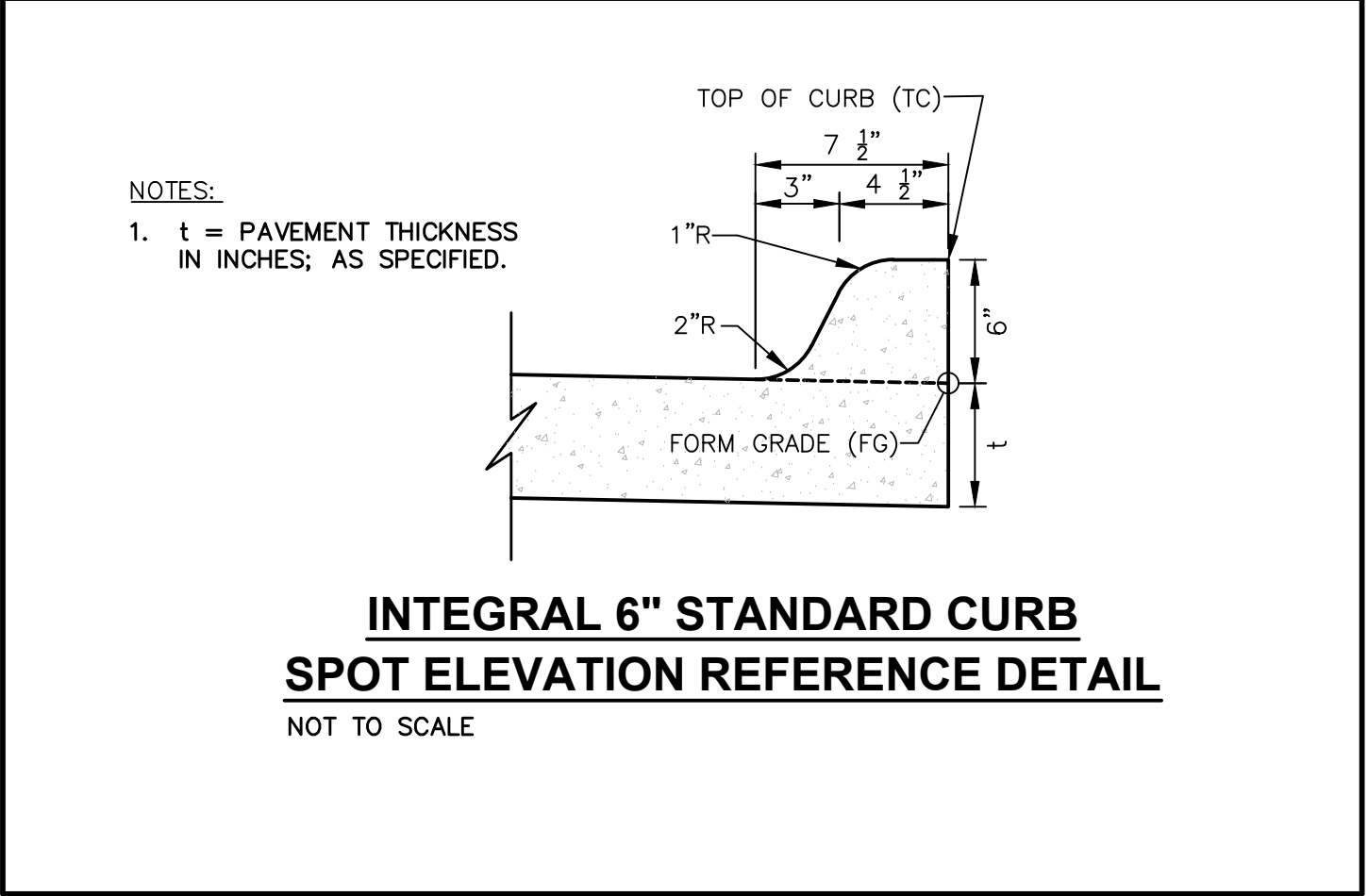
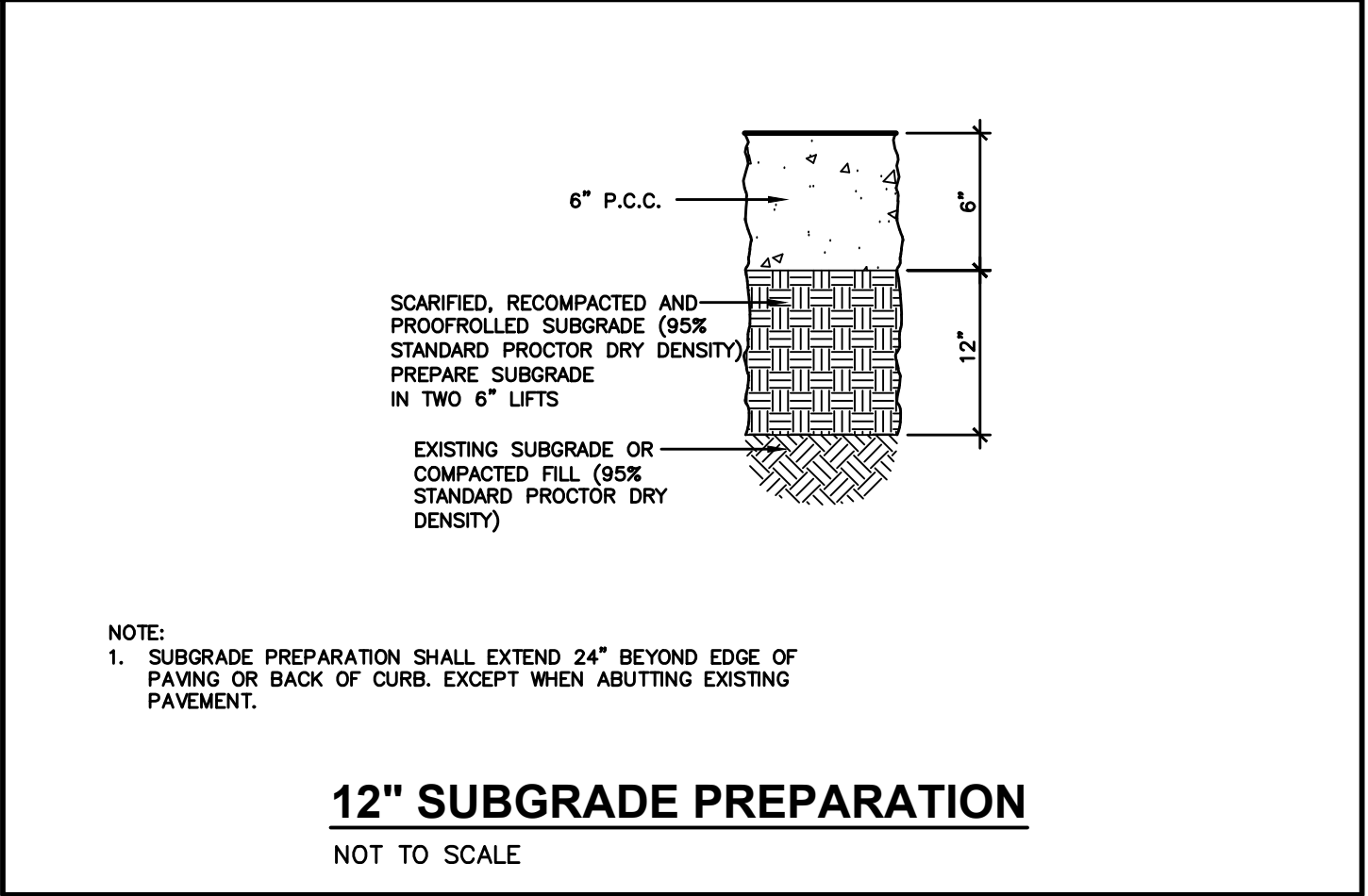
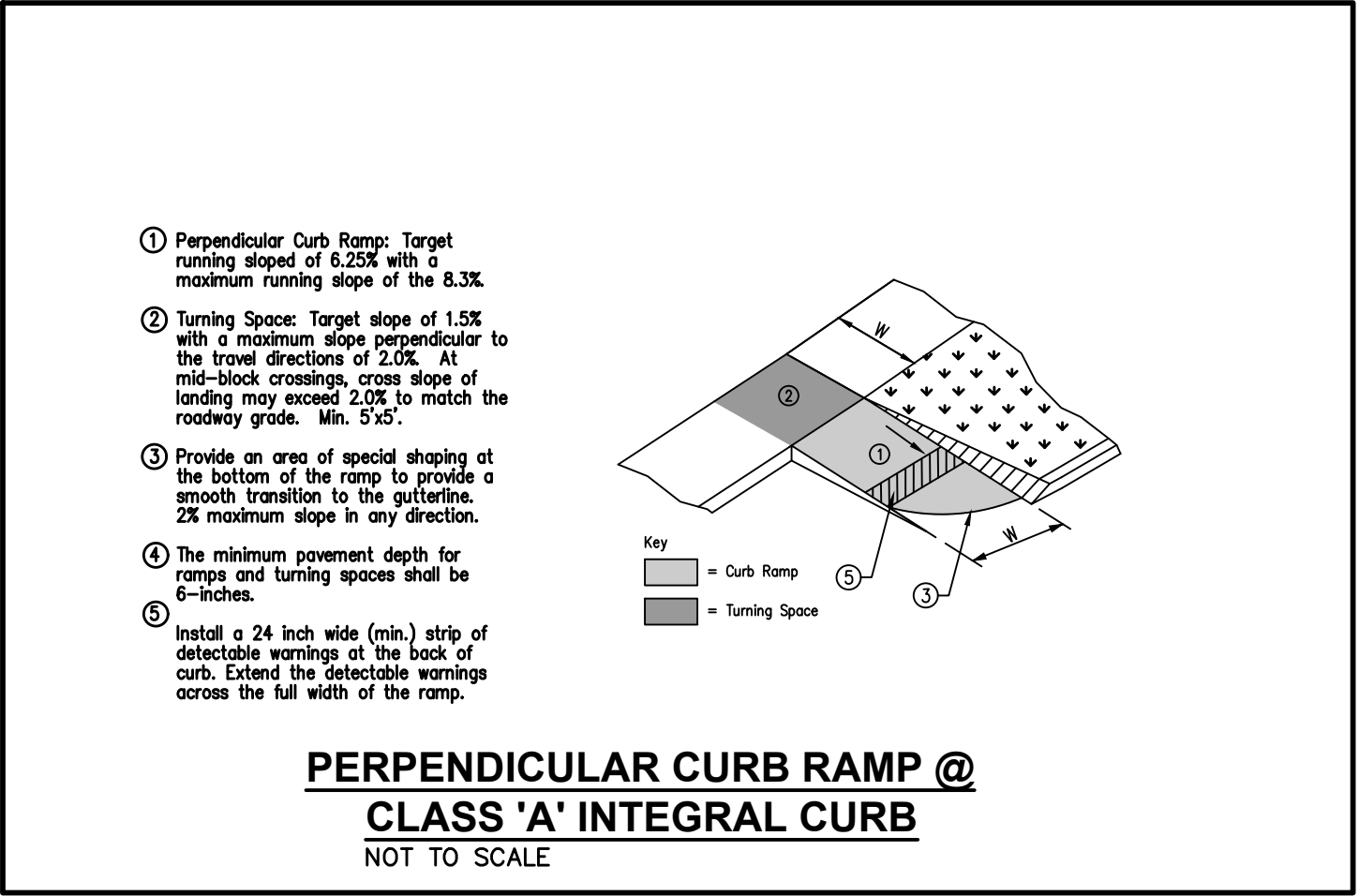
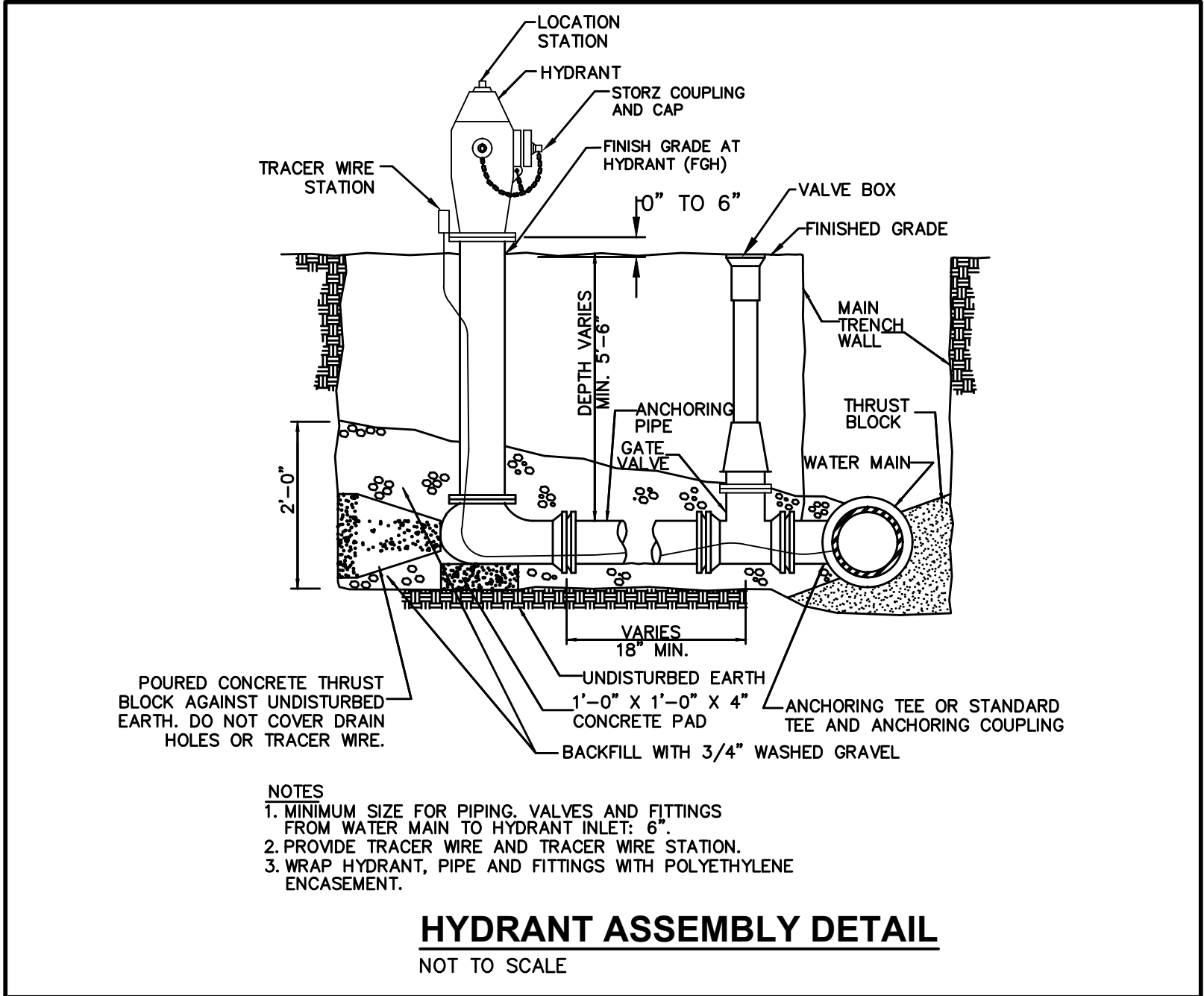
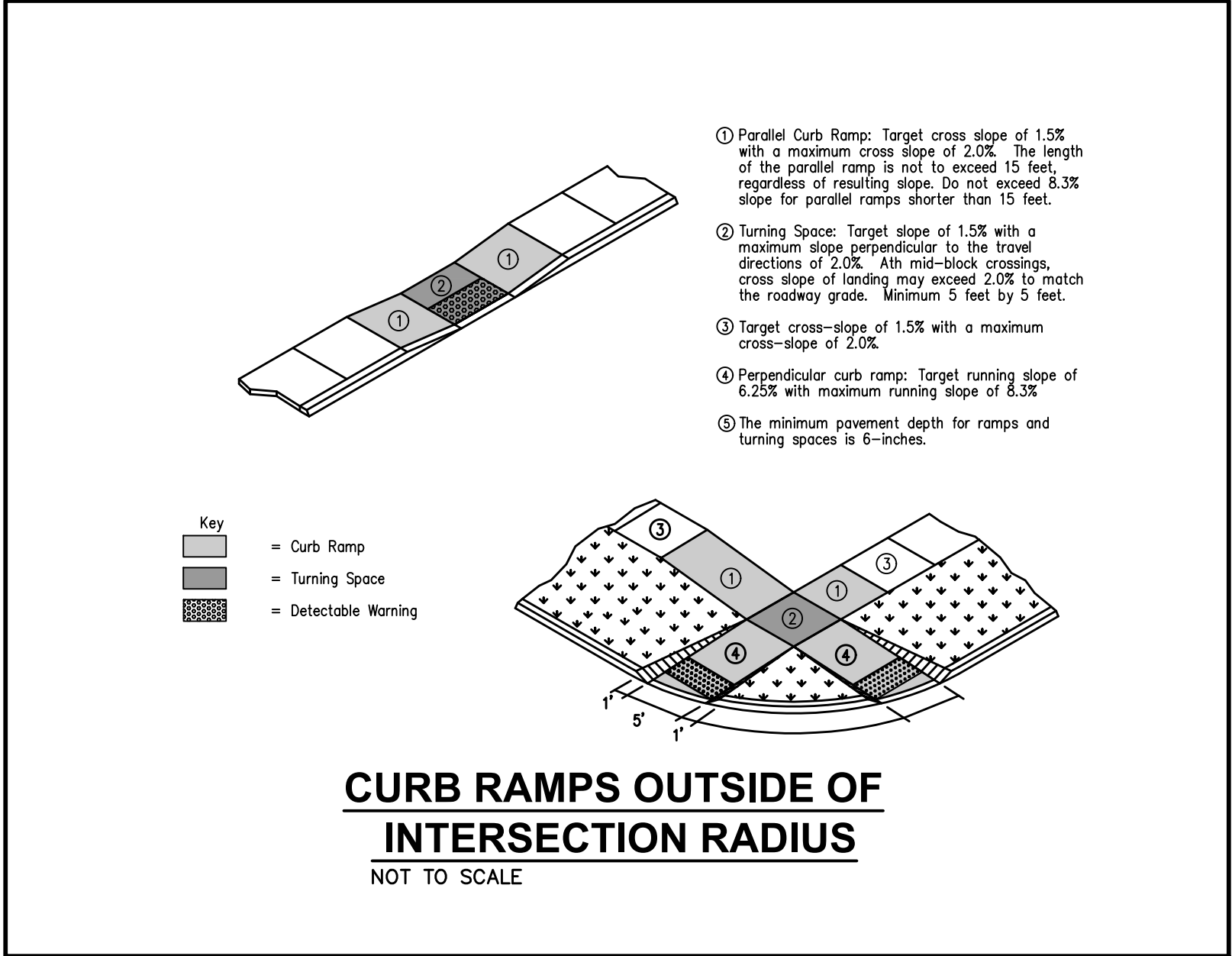
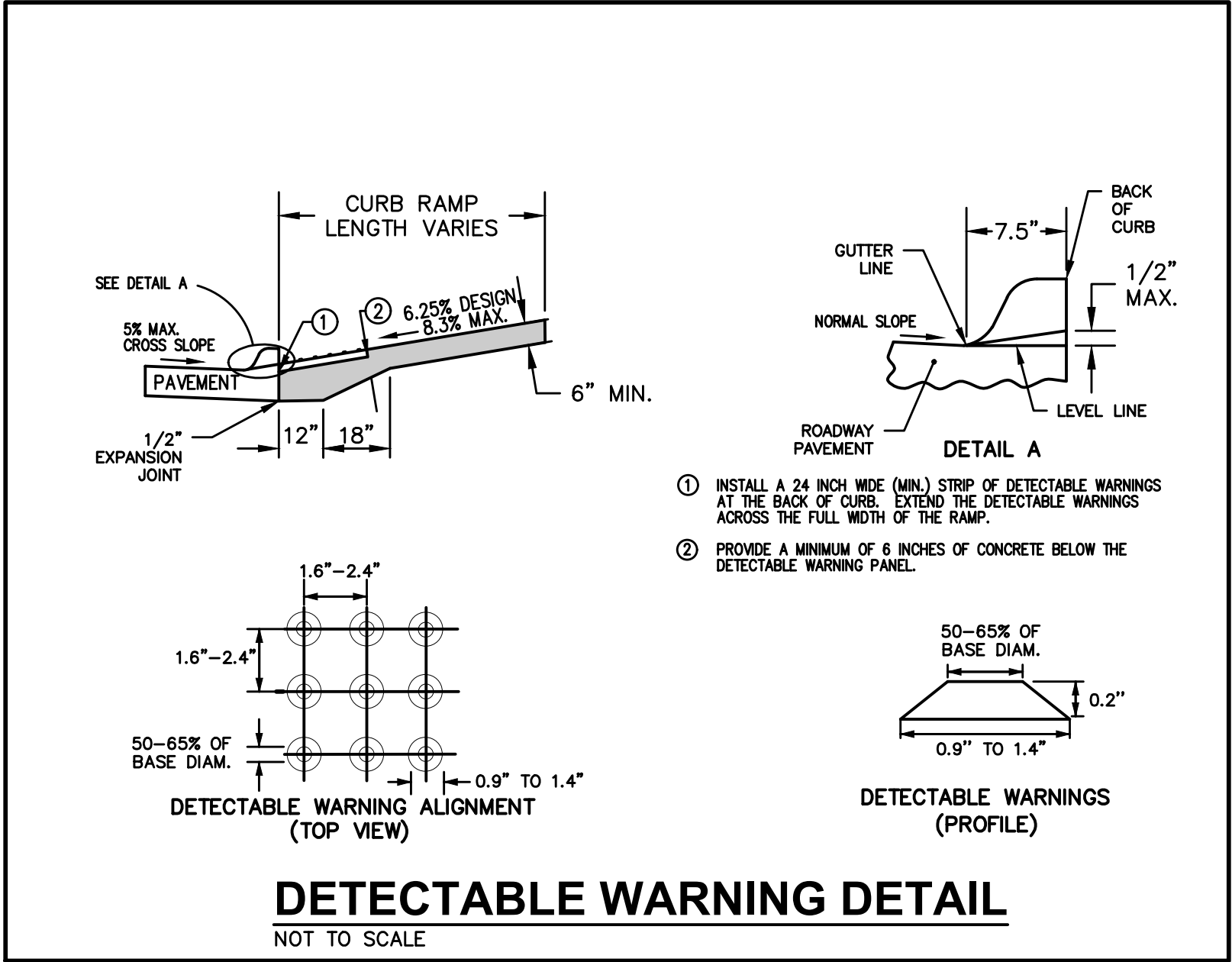
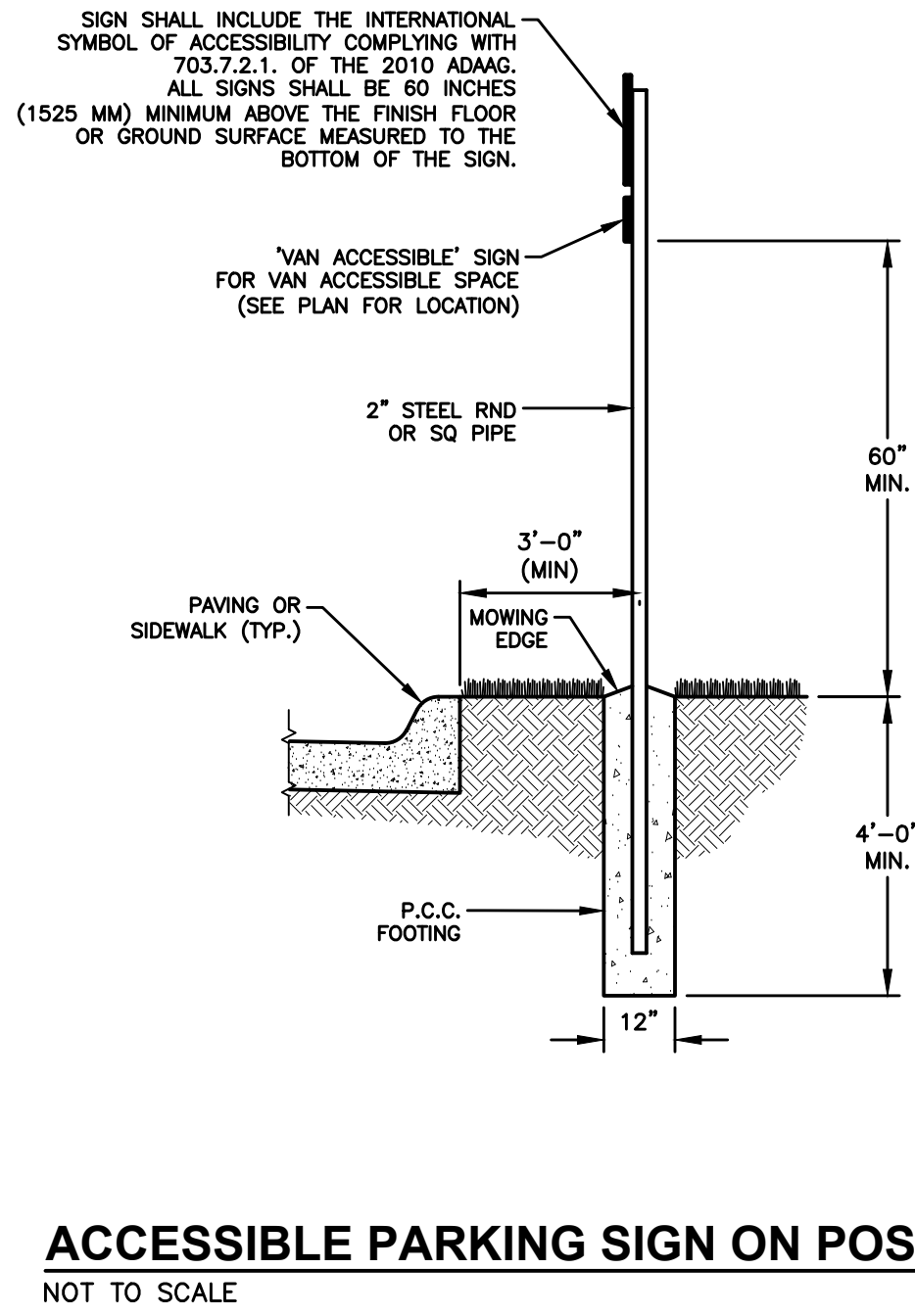
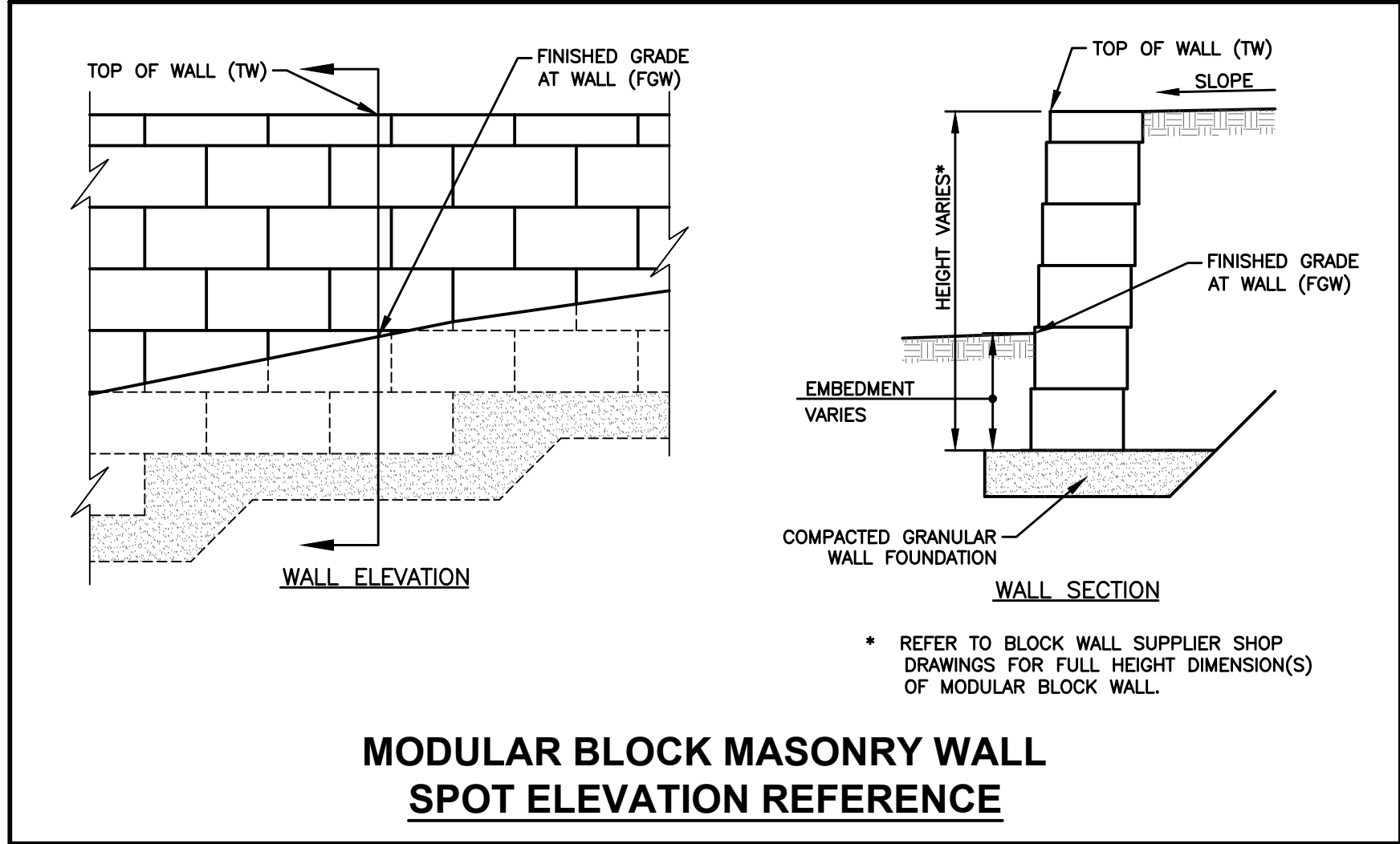
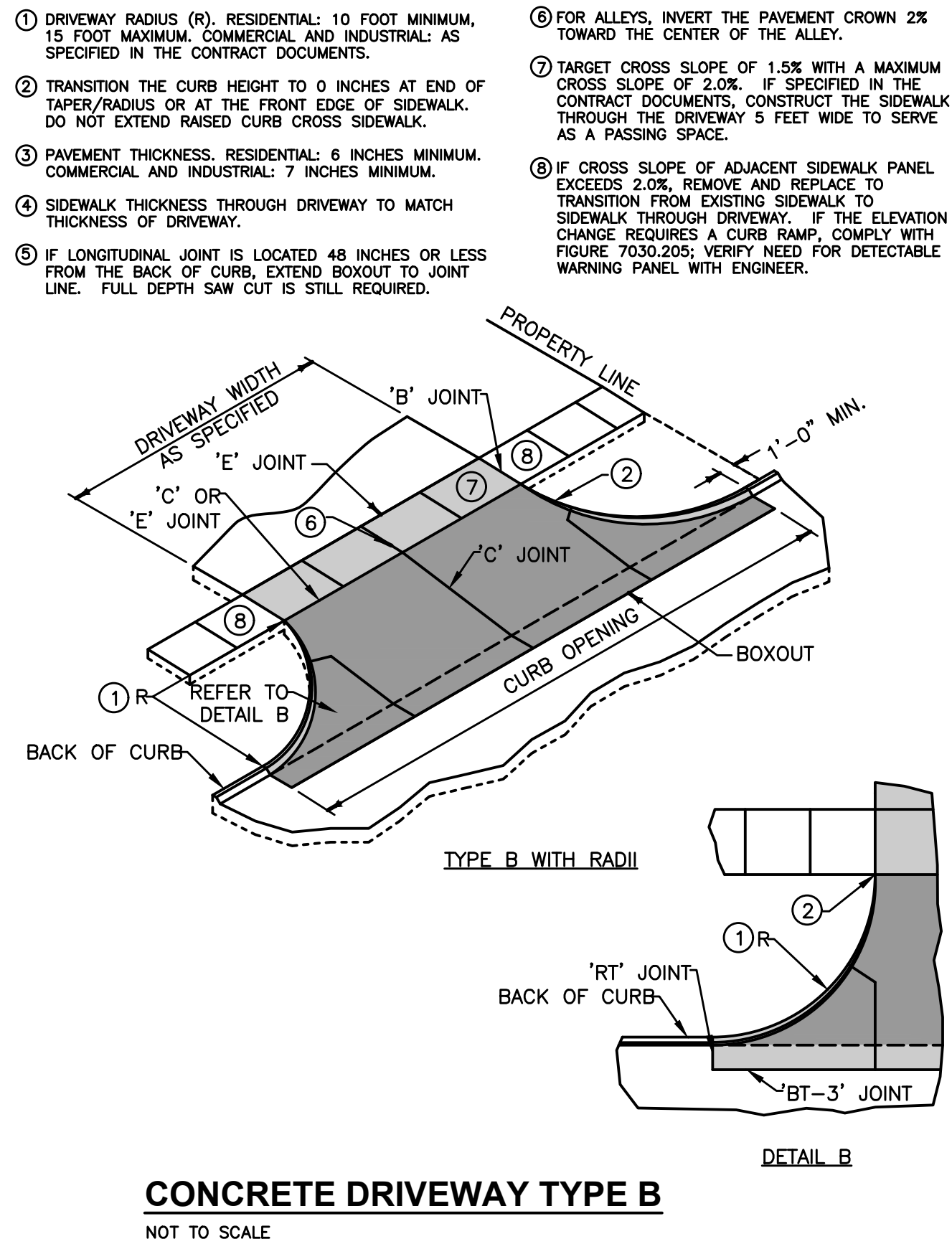
JEFFY LUBE

LANDSCAPE PLAN

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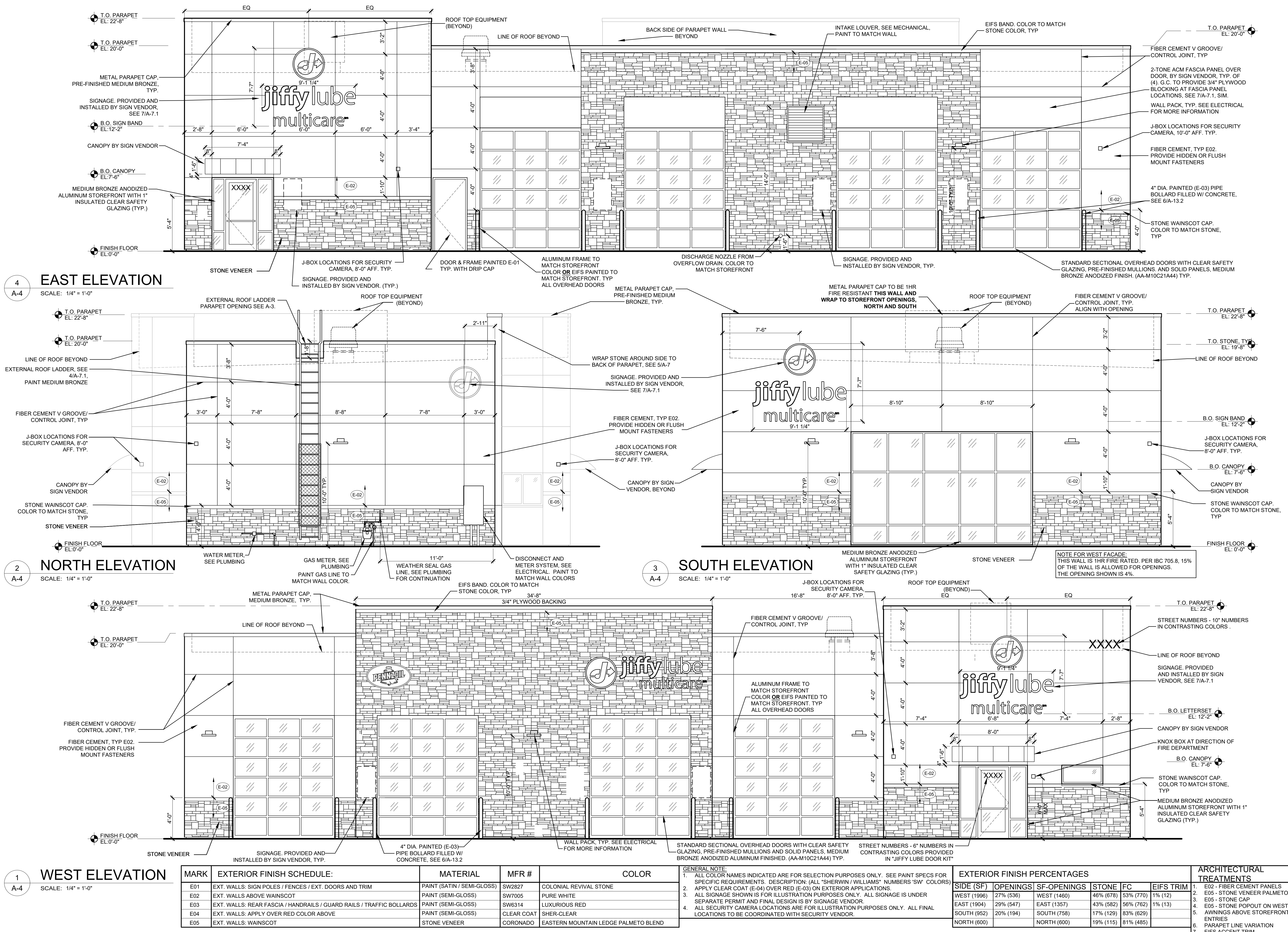
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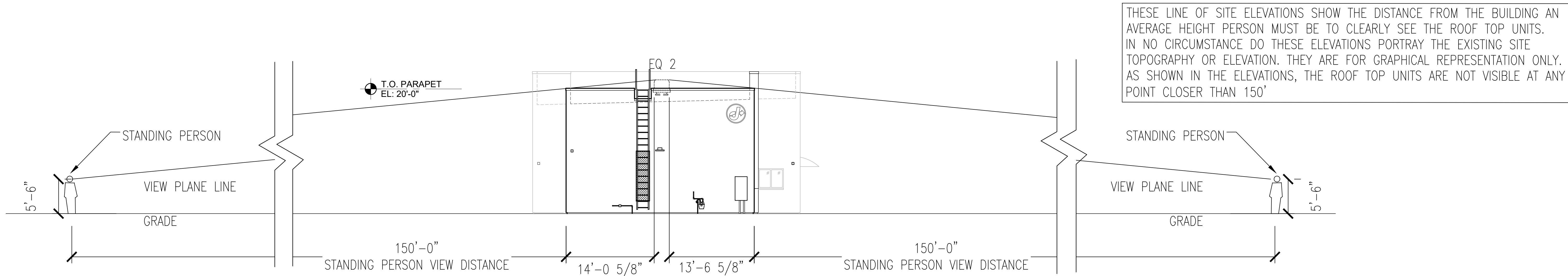


REVISIONS

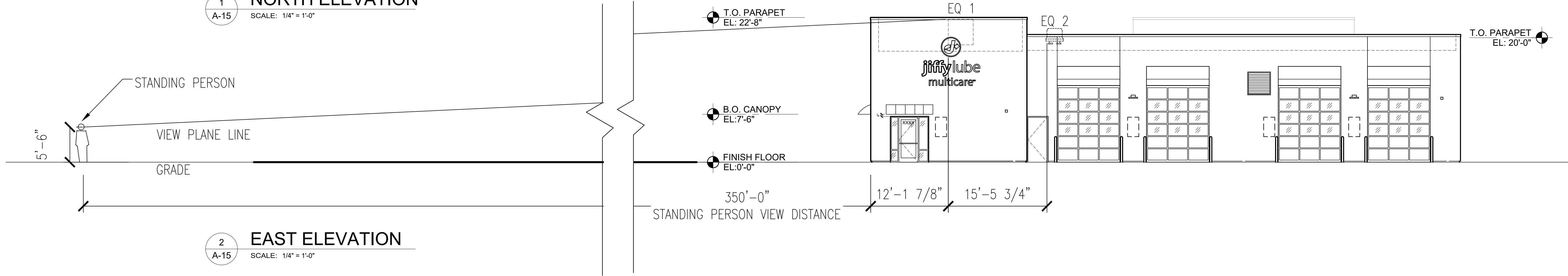
EXTERIOR
ELEVATIONS

A-4

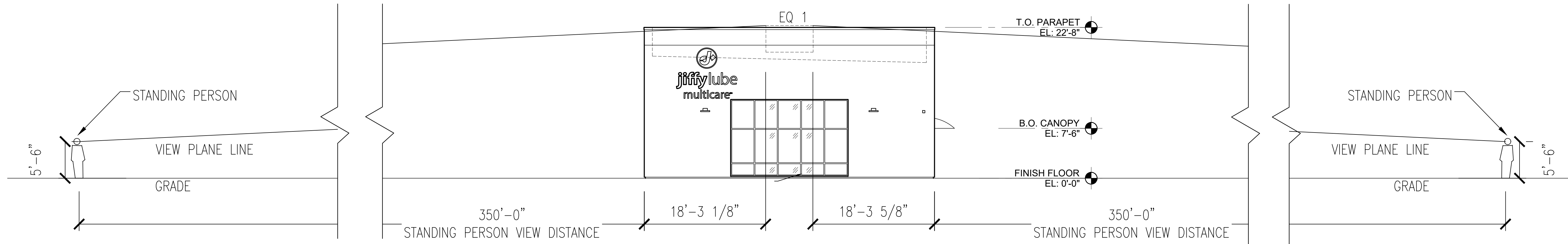




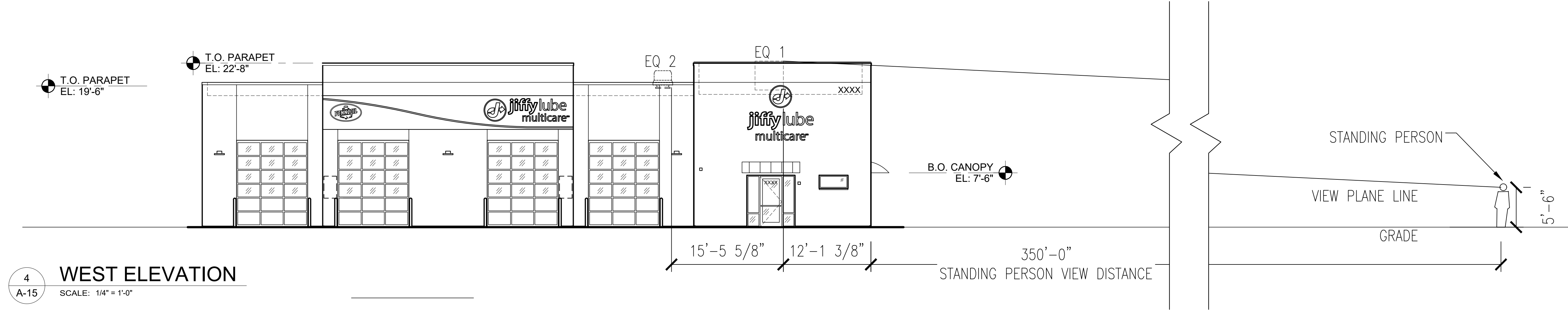
1 NORTH ELEVATION
A-15 SCALE: 1/4" = 1'-0"



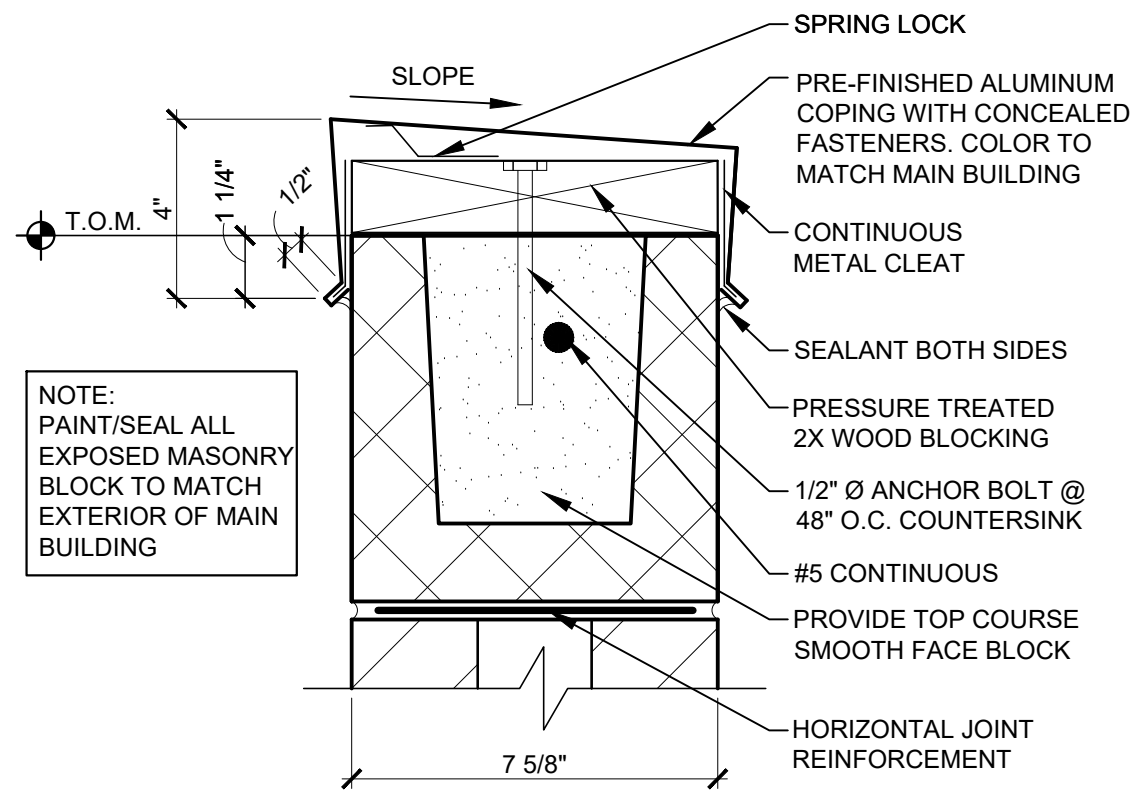
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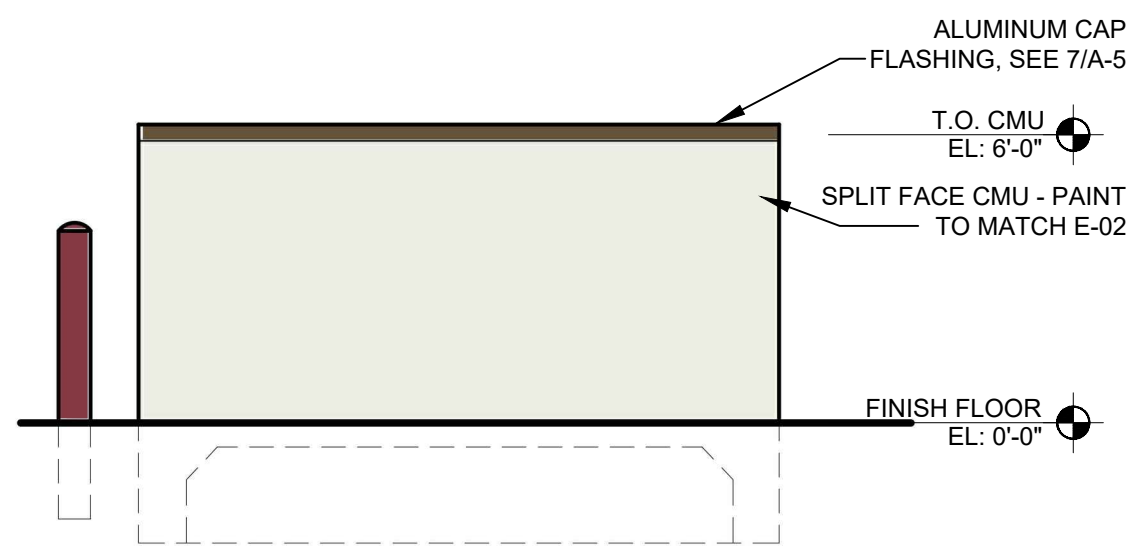
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A-15 SCALE: 1/4" = 1'-0"



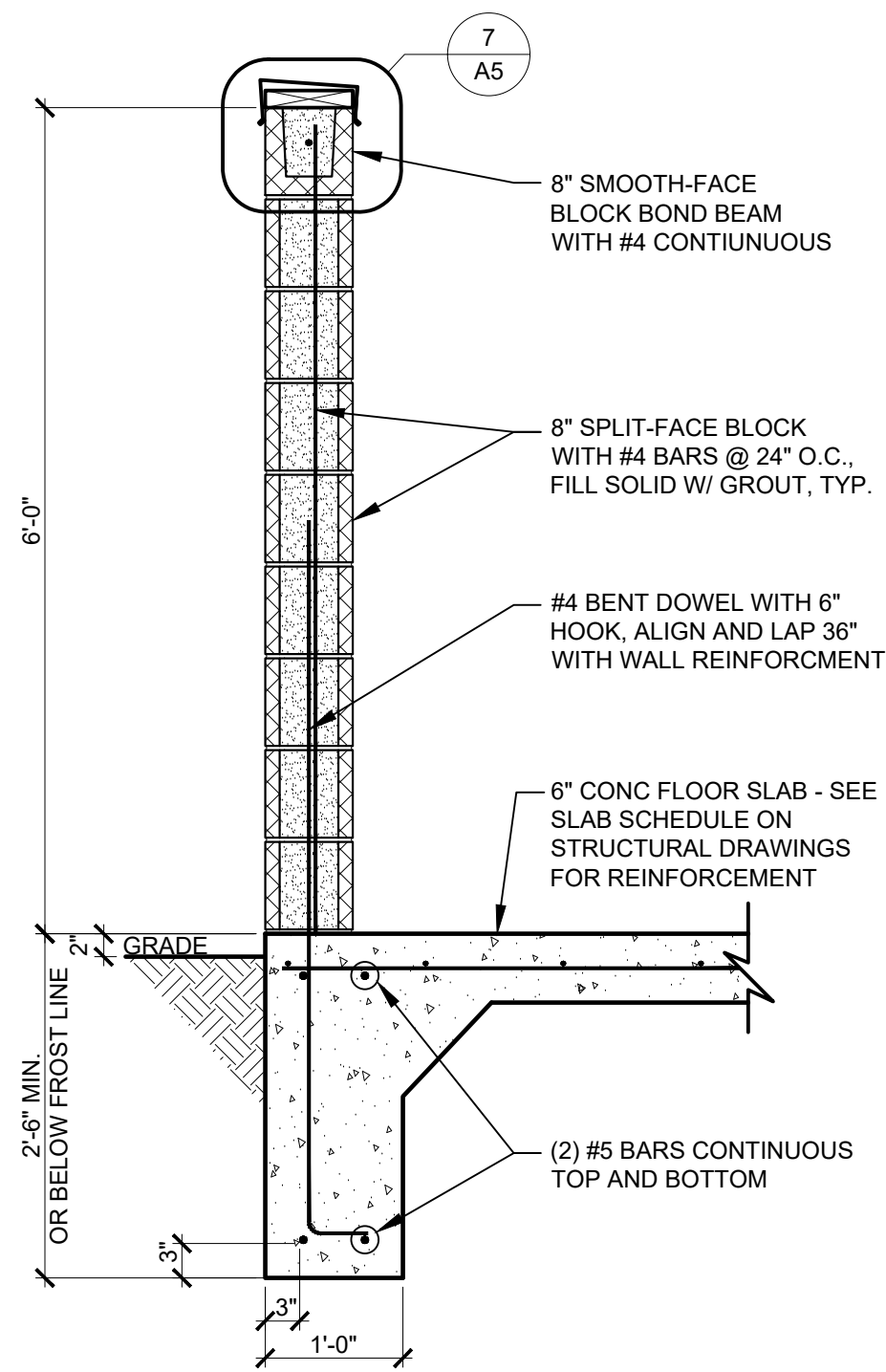
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A-15 SCALE: 1/4" = 1'-0"



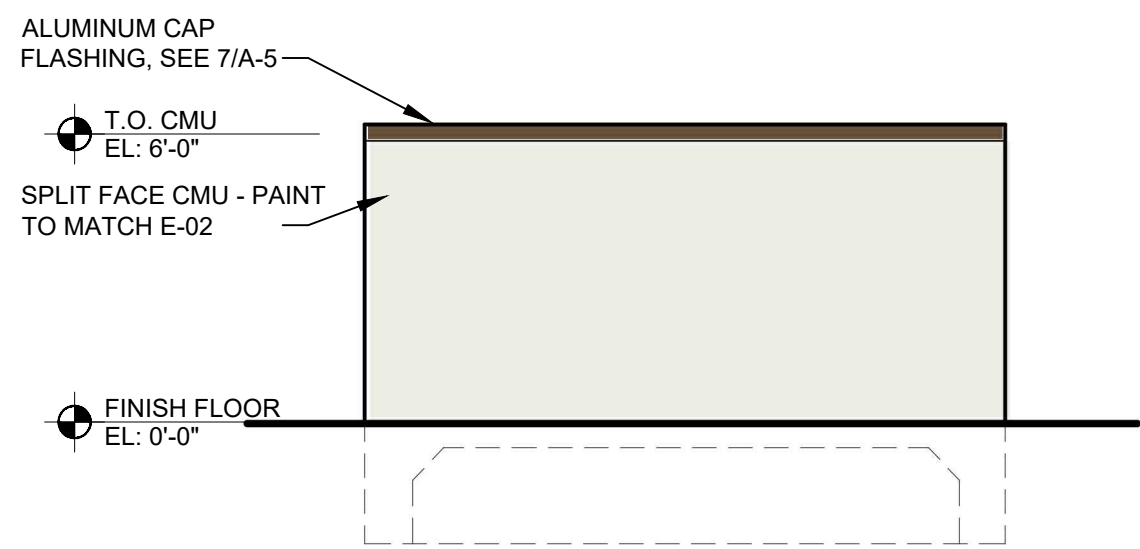
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A-5
CAP FLASHING DETAIL
SCALE: 3" = 1'-0"



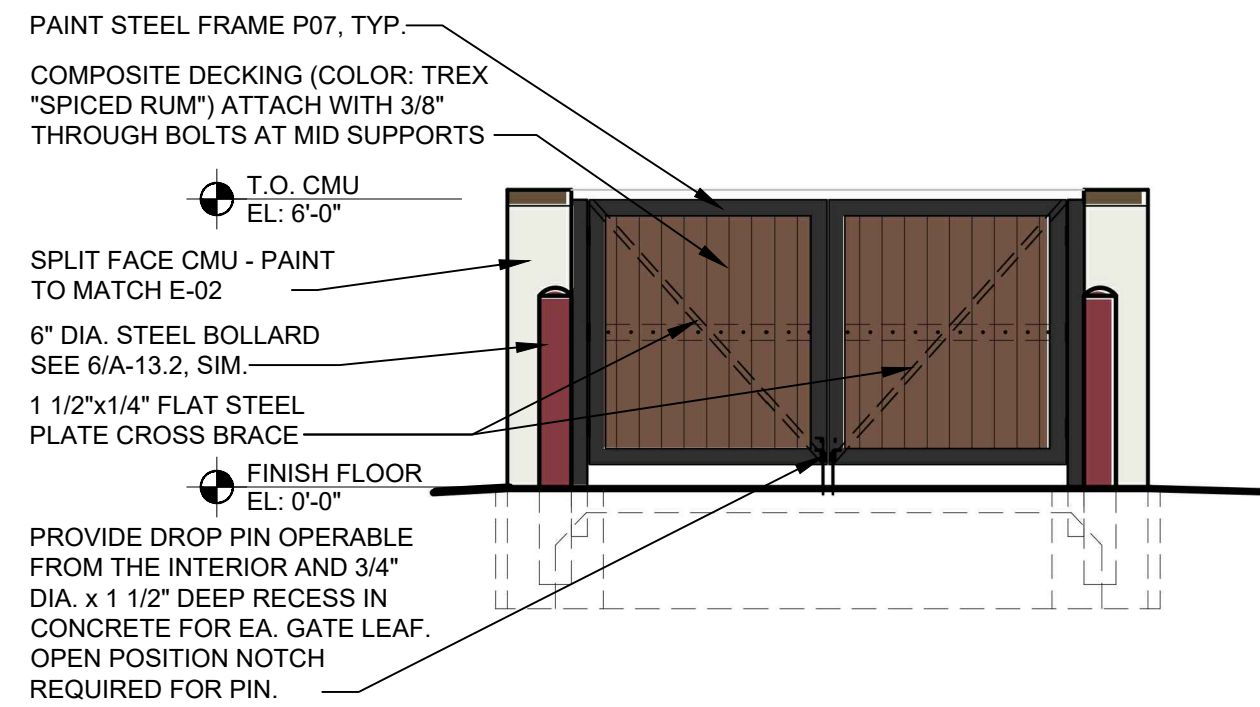
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A-5
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



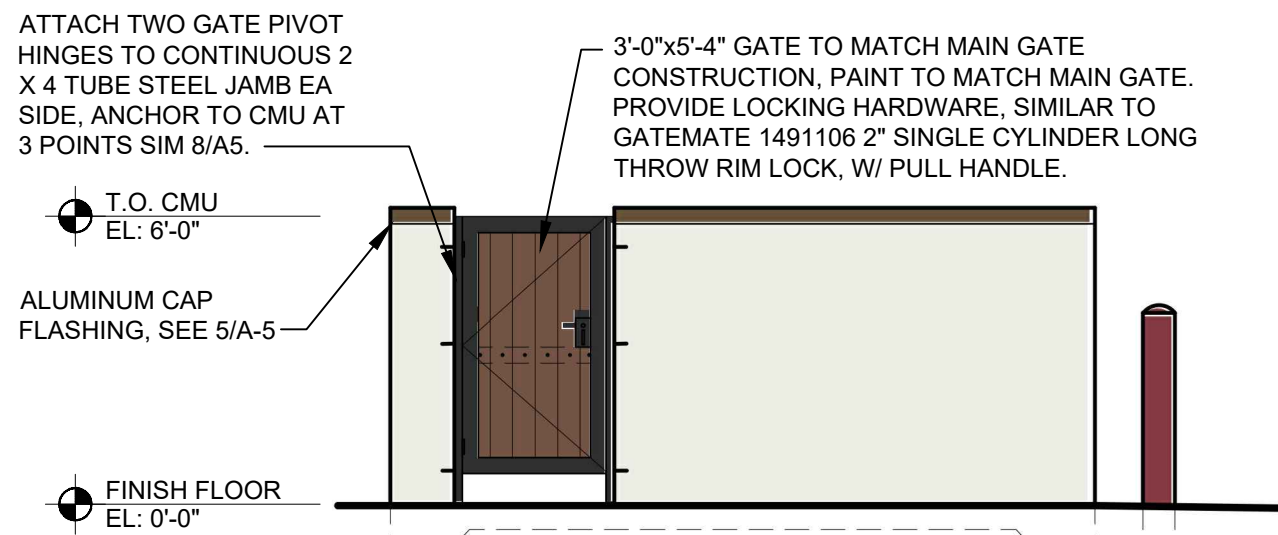
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A-5
WALL SECTION
SCALE: 3/4" = 1'-0"



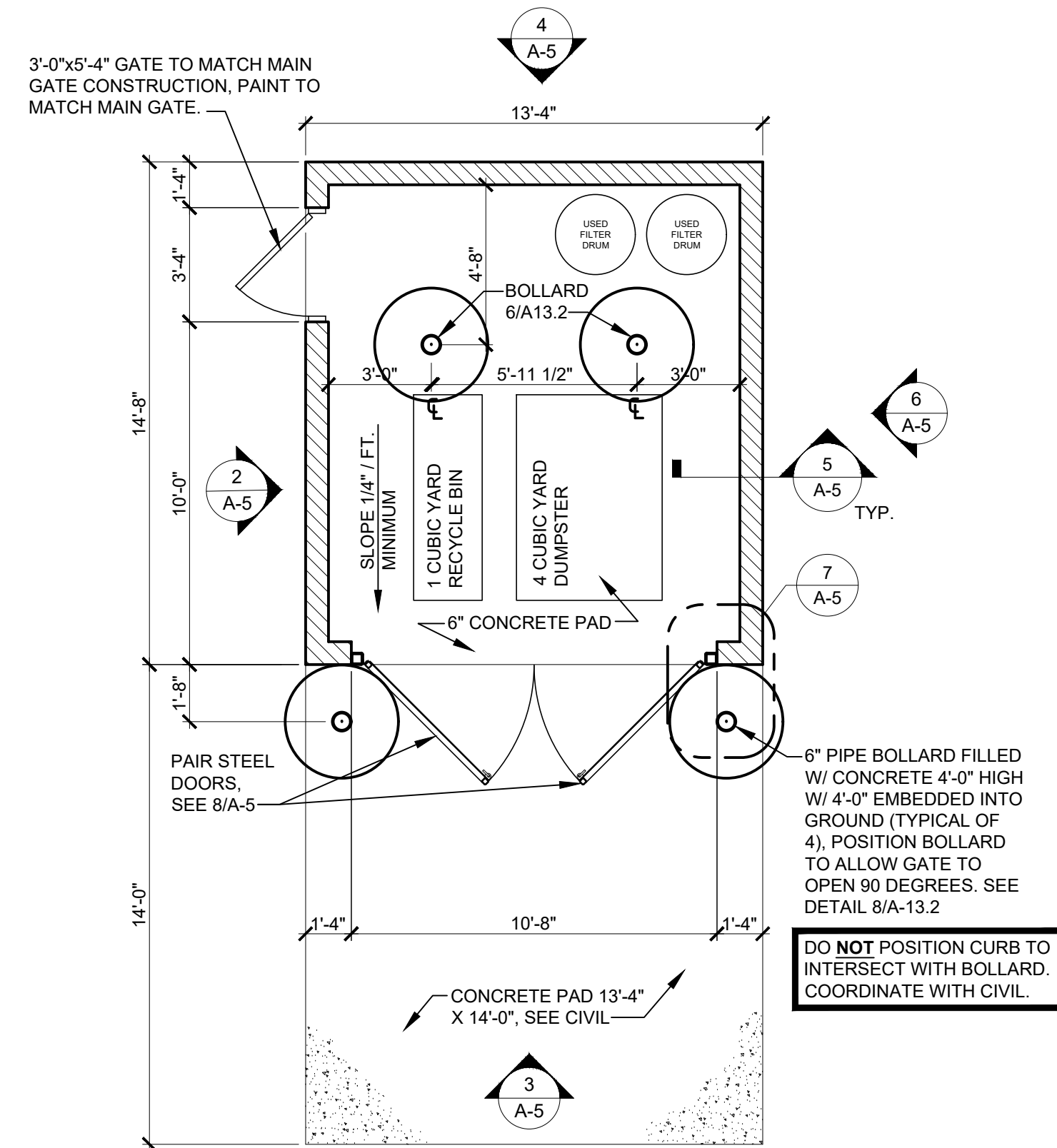
4
A-5
REAR ELEVATION
SCALE: 1/4" = 1'-0"



3
A-5
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2
A-5
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1
A-5
CMU DUMPSTER ENCLOSURE
SCALE: 1/4" = 1'-0"

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MULTI-CARE SERVICES
CRITERIA V2020.07-1X4
GRIMES, IA
APPROX. 1ST STREET & GATEWAY DRIVE

REVISIONS

PROFESSIONAL OF RECORD
PHONE: 801-539-8221

Drawn /Checked By: nsp / sh
Project Number 420761
Owner Date 07-26-2021
Permit Date XX-XX-XX
Bid Date XX-XX-XX

TRASH ENCLOSURE
RENDERINGS

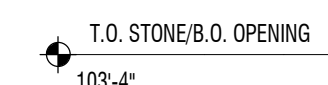
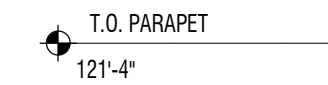
A-17

MARK	DESCRIPTION	MANUFACTURER	COLOR
A1	ALUMINUM STOREFRONT SYSTEM	KAWNEER	DARK BRONZE ANODIZED
A2	ALUMINUM STOREFRONT SYSTEM WITH SPANDREL GLAZING	KAWNEER	DARK BRONZE ANODIZED
E1	STONE VENEER	ELDORADO STONE	RUSTIC LEDGE - CLEARWATER
E2	BRICK	TBD	BROWN
E3	STONE CAP		TO MATCH STONE
E4	FIBER CEMENT BOARD WITH EASY TRIM	STO	ASHEN
E5	FIBER CEMENT TRIM REVEAL, TYP. SEE DETAILS ON A-531 - 12" MAX SPAN	EASY TRIM	CLEAR ANODIZED
L1	LIGHT FIXTURE @ 70" O.C. AFF. SEE ELECTRICAL FOR TYPE		
M1	METAL CANOPY		MATCH STOREFRONT
M2	PRE-FINISHED METAL COPING WITH 6" LEG		DARK BRONZE
M3	TOWER ROOF		FASCIA TO MATCH STOREFRONT
X1	KNOX BOX. LOCATE UNDER DIRECTION OF FIRE DEPARTMENT		

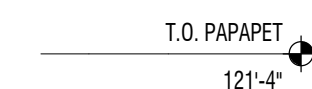
SIDE	OPENINGS	SIDE - OPENINGS	STONE	BRICK	FIBER CEMENT
WEST (1,672 SF)	284 SF (17%)	WEST (1,388 SF)	226 SF (16%)	404 SF (36%)	668 SF (46%)
EAST (1,563 SF)	134 (9%)	EAST (1,429 SF)	381 SF (27%)		1,048 SF (73%)
SOUTH (1,328 SF)	310 (23%)	SOUTH (1,018 SF)	285 SF (26%)		753 SF (74%)
NORTH (1,465 SF)	263 (18%)	NORTH (1,202 SF)	173 SF (14%)	599 SF (50%)	430 SF (36%)

1. E1 - STONE VENEER - CLEARWATER
2. E2 - BRICK - BROWN
3. E3 - STONE CAP
4. E4 - FIBER CEMENT
5. M1 - WINDOW CANOPIES
6. M2 - TOWER ELEMENT

1. Reveals.
2. Color, texture or material change including, but not limited to, brick or stone.
3. Awnings.
4. Variation in roof height.
5. Deep-set windows with mullions or decorative glazing.



2
1/4" = 1'-0"



$$1/4^n = 1^{1-0^n}$$

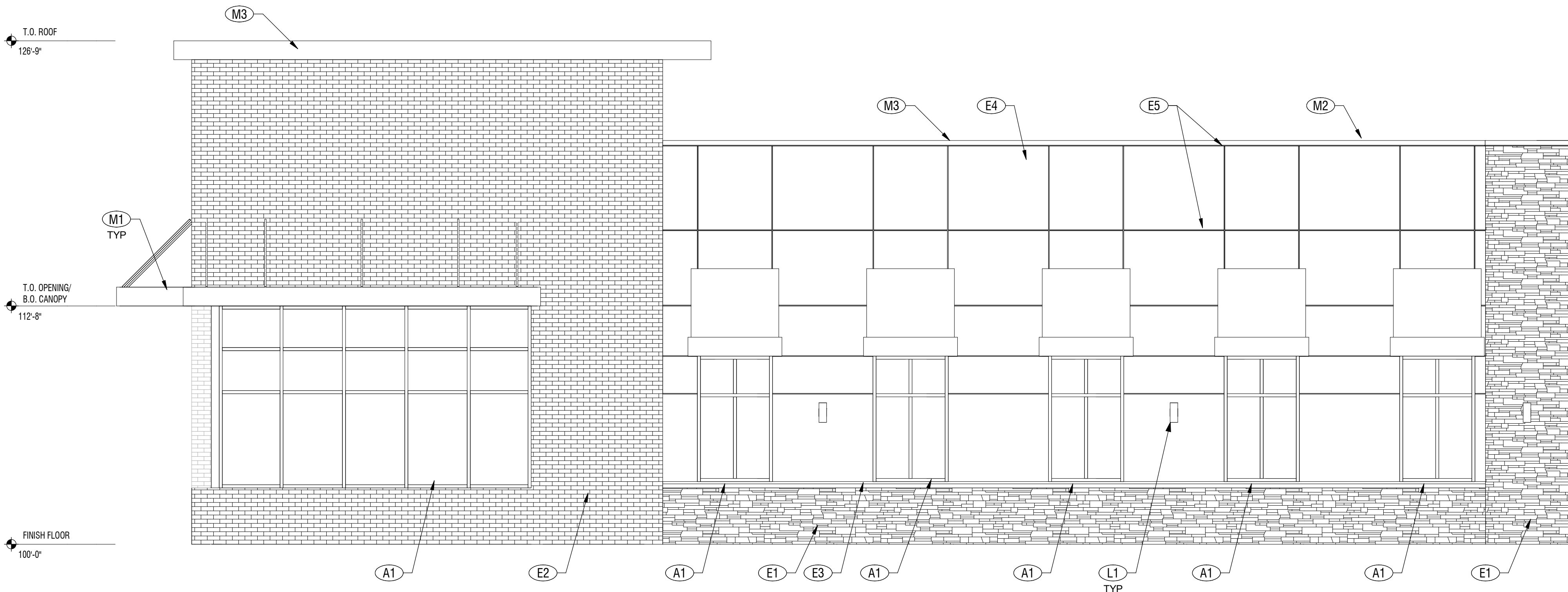
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1

WEST ELEVATION

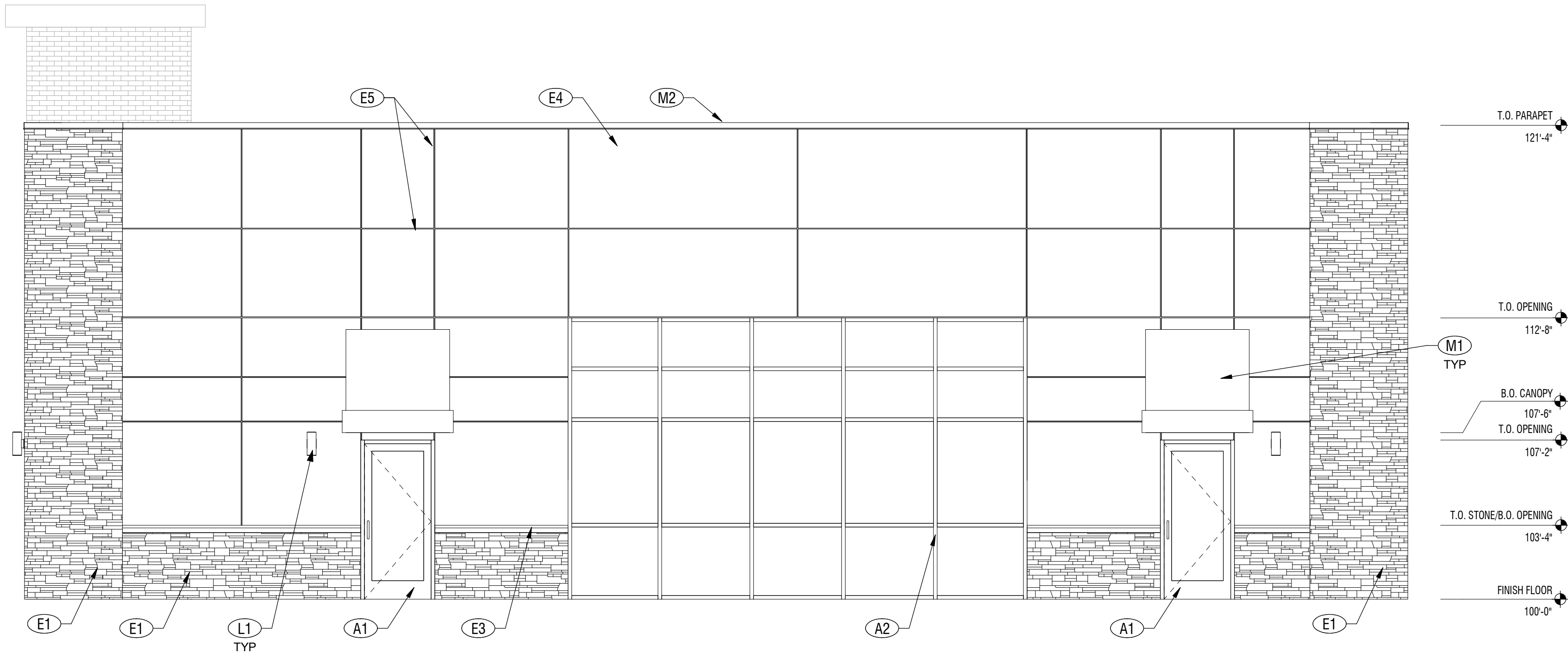
1/4" = 1'-0"



2

SOUTH ELEVATION

1/4" = 1'-0"



EXTERIOR FINISH SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	COLOR
A1	ALUMINUM STOREFRONT SYSTEM	KAWNEER	DARK BRONZE ANODIZED
A2	ALUMINUM STOREFRONT SYSTEM WITH SPANDREL GLAZING	KAWNEER	DARK BRONZE ANODIZED
E1	STONE VENEER	ELDORADO STONE	RUSTIC LEDGE - CLEARWATER
E2	BRICK	TBD	BROWN
E3	STONE CAP		TO MATCH STONE
E4	FIBER CEMENT BOARD WITH EASY TRIM	STO	ASHEN
E5	FIBER CEMENT TRIM REVEAL, TYP. SEE DETAILS ON A-531 - 12' MAX SPAN	EASY TRIM	CLEAR ANODIZED
L1	LIGHT FIXTURE @ 7'0" O.C. AFF. SEE ELECTRICAL FOR TYPE		
M1	METAL CANOPY		MATCH STOREFRONT
M2	PRE-FINISHED METAL COPING WITH 6" LEG		DARK BRONZE
M3	TOWER ROOF		FASCIA TO MATCH STOREFRONT
X1	KNOX BOX, LOCATE UNDER DIRECTION OF FIRE DEPARTMENT		

EXTERIOR MATERIAL PERCENTAGES

SIDE	OPENINGS	SIDE - OPENINGS	STONE	BRICK	FIBER CEMENT
WEST (1,672 SF)	284 SF (17%)	WEST (1,388 SF)	226 SF (16%)	494 SF (36%)	668 SF (48%)
EAST (1,563 SF)	134 (9%)	EAST (1,429 SF)	381 SF (27%)		1,048 SF (73%)
SOUTH (1,328 SF)	310 (23%)	SOUTH (1,018 SF)	265 SF (26%)		753 SF (74%)
NORTH (1,465 SF)	263 (18%)	NORTH (1,202 SF)	173 SF (14%)	599 SF (50%)	430 SF (36%)

ARCHITECTURAL TREATMENTS

1. E1 - STONE VENEER - CLEARWATER
2. E2 - BRICK - BROWN
3. E3 - STONE CAP
4. E4 - FIBER CEMENT
5. M1 - WINDOW CANOPIES
6. M2 - TOWER ELEMENT

NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS

A-202

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HEARTLAND DENTAL

APPROX 1ST STREET & GATEWAY DRIVE

GRIMES, IA

OWNER ORG NAME

DESCRIPTION:

DATE:

MARK:

PROJECT #:

420761

DRAWN BY:

SO

CHECKED BY:

NSP

ISSUED:

XX.XX.XXXX

design west | architects

255 SOUTH 300 WEST
795 NORTH 400 WEST

LOGAN UT 84321
SALT LAKE CITY UT 84103

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D

C

B

A

2 NORTH ELEVATION

1/4" = 1'-0"



1 EAST ELEVATION

1/4" = 1'-0"



EXTERIOR FINISH SCHEDULE			
MARK	DESCRIPTION	MANUFACTURER	COLOR
A1	ALUMINUM STOREFRONT SYSTEM	KAWNEER	DARK BRONZE ANODIZED
A2	ALUMINUM STOREFRONT SYSTEM WITH SPANDREL GLAZING	KAWNEER	DARK BRONZE ANODIZED
E1	STONE VENEER	ELDORADO STONE	RUSTIC LEDGE - CLEARWATER
E2	BRICK	TBD	BROWN
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E4	FIBER CEMENT BOARD WITH EASY TRIM	STO	ASHEN
E5	FIBER CEMENT TRIM REVEAL, TYP. SEE DETAILS ON A-531 - 12' MAX SPAN	EASY TRIM	CLEAR ANODIZED
L1	LIGHT FIXTURE @ 7'0" O.C. AFF. SEE ELECTRICAL FOR TYPE		
M1	METAL CANOPY		MATCH STOREFRONT
M2	PRE-FINISHED METAL COPING WITH 6" LEG		DARK BRONZE
M3	TOWER ROOF		FASCIA TO MATCH STOREFRONT
X1	KNOX BOX, LOCATE UNDER DIRECTION OF FIRE DEPARTMENT		

EXTERIOR MATERIAL PERCENTAGES					
SIDE	OPENINGS	SIDE - OPENINGS	STONE	BRICK	FIBER CEMENT
WEST (1,672 SF)	284 SF (17%)	WEST (1,388 SF)	226 SF (16%)	494 SF (36%)	668 SF (48%)
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NORTH (1,465 SF)	263 (18%)	NORTH (1,202 SF)	173 SF (14%)	599 SF (50%)	430 SF (36%)
ARCHITECTURAL TREATMENTS					
1. E1 - STONE VENEER - CLEARWATER					
2. E2 - BRICK - BROWN					
3. E3 - STONE CAP					
4. E4 - FIBER CEMENT					
5. M1 - WINDOW CANOPIES					
6. M2 - TOWER ELEMENT					

NOT FOR CONSTRUCTION

EXTERIOR RENDERING

A-901

DESCRIPTION:

DATE:

MARK:

PROJECT #: 420761
DRAWN BY: SO
CHECKED BY: NSP
ISSUED: XXXX.XXXX

HEARTLAND DENTAL

APPROX 1ST STREET & GATEWAY DRIVE
GRIMES, IA
OWNER/ORIG NAME

design west | architects

LOGAN, UT 84321
255 SOUTH 300 WEST
SALT LAKE CITY, UT 84103

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1

WEST ELEVATION

2

SOUTH ELEVATION



EXTERIOR FINISH SCHEDULE			
MARK	DESCRIPTION	MANUFACTURER	COLOR
A1	ALUMINUM STOREFRONT SYSTEM	KAWNEER	DARK BRONZE ANODIZED
A2	ALUMINUM STOREFRONT SYSTEM WITH SPANDREL GLAZING	KAWNEER	DARK BRONZE ANODIZED
E1	STONE VENEER	ELDORADO STONE	RUSTIC LEDGE - CLEARWATER
E2	BRICK	TBD	BROWN
E3	STONE CAP		TO MATCH STONE
E4	FIBER CEMENT BOARD WITH EASY TRIM	STO	ASHEN
E5	FIBER CEMENT TRIM REVEAL, TYP. SEE DETAILS ON A-531 - 12" MAX SPAN	EASY TRIM	CLEAR ANODIZED
L1	LIGHT FIXTURE @ 70"O.C. AFF. SEE ELECTRICAL FOR TYPE		
M1	METAL CANOPY		MATCH STOREFRONT
M2	PRE-FINISHED METAL COPING WITH 6" LEG		DARK BRONZE
M3	TOWER ROOF		FASCIA TO MATCH STOREFRONT
X1	KNOX BOX, LOCATE UNDER DIRECTION OF FIRE DEPARTMENT		

EXTERIOR MATERIAL PERCENTAGES					
SIDE	OPENINGS	SIDE - OPENINGS	STONE	BRICK	FIBER CEMENT
WEST (1,672 SF)	284 SF (17%)	WEST (1,388 SF)	226 SF (16%)	494 SF (36%)	668 SF (48%)
EAST (1,563 SF)	134 (9%)	EAST (1,429 SF)	381 SF (27%)		1,048 SF (73%)
SOUTH (1,328 SF)	310 (23%)	SOUTH (1,018 SF)	265 SF (26%)		753 SF (74%)
NORTH (1,465 SF)	263 (18%)	NORTH (1,202 SF)	173 SF (14%)	599 SF (50%)	430 SF (36%)
ARCHITECTURAL TREATMENTS					
1. E1 - STONE VENEER - CLEARWATER					
2. E2 - BRICK - BROWN					
3. E3 - STONE CAP					
4. E4 - FIBER CEMENT					
5. M1 - WINDOW CANOPIES					
6. M2 - TOWER ELEMENT					

NOT FOR CONSTRUCTION

EXTERIOR RENDERING

A-902

PROJECT #: 420761
DRAWN BY: SO
CHECKED BY: NSP
ISSUED: XXXX.XXXX

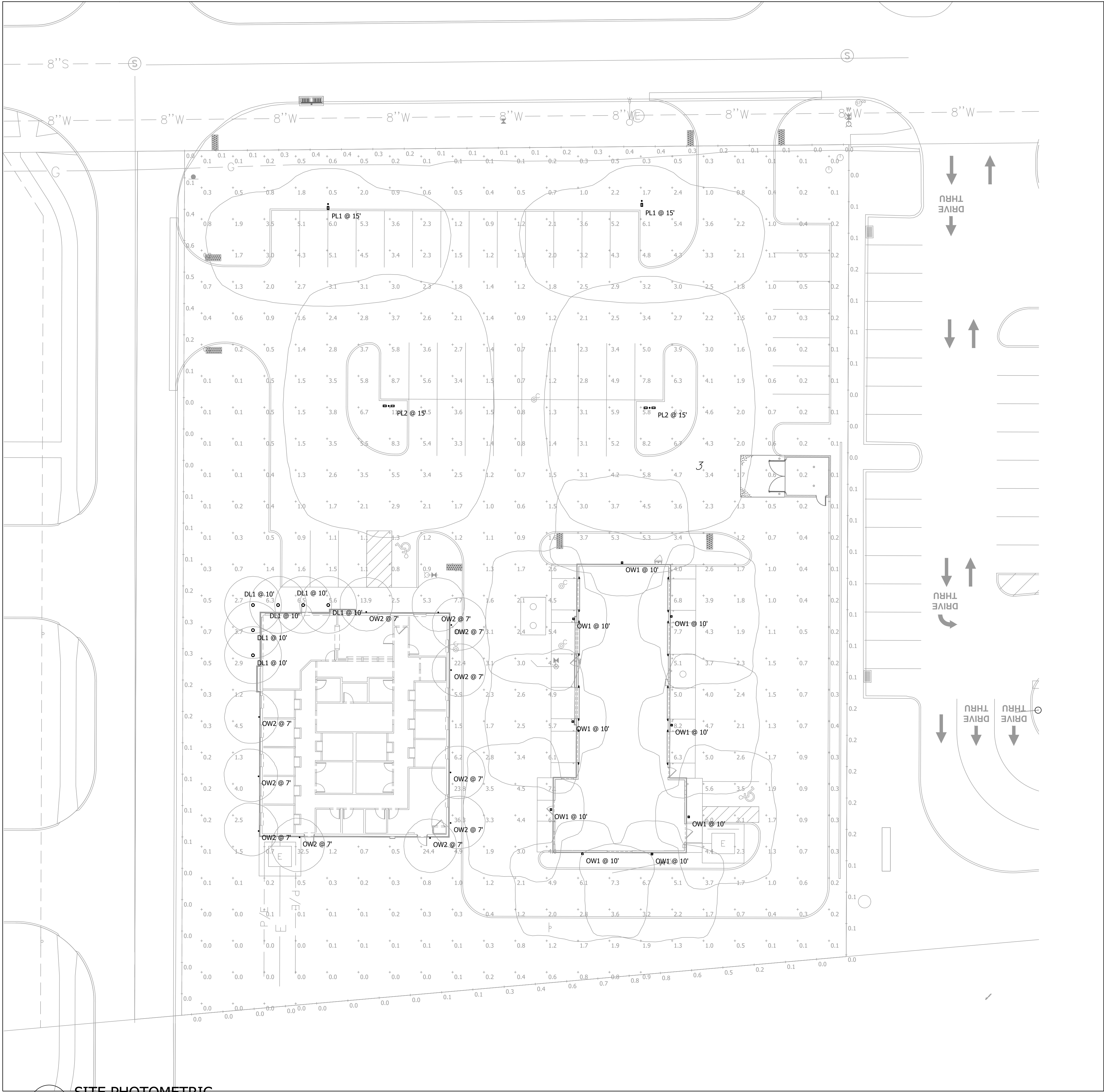
DESCRIPTION: DATE: MARK: TYP

HEARTLAND DENTAL

APPROX 1ST STREET & GATEWAY DRIVE
GRIMES, IA
OWNER/ORG NAME

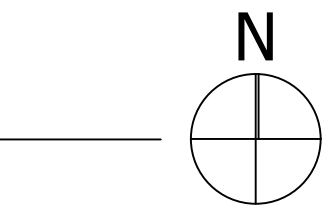
design west | architects

255 SOUTH 300 WEST
795 NORTH 400 WEST
LOGAN UT 84321
SALT LAKE CITY UT 84103



1
ES100

SITE PHOTOMETRIC
SCALE: 1/16" = 1'-0"



Schedule						
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp Wattage
	OW1	9	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEDON SAJA-740-U-147T	GALEON AREA AND ROADWAY LUMINAIRE (2) 75 CRI, 4000K, 450MA LIGHTSQUARES WITH 16 LEDS AND TYPE IV FORWARD THROWN OPTICS	307 34
	PL1	2	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEDON SAJA-740-U-T3	GALEON AREA AND ROADWAY LUMINAIRE (2) 75 CRI, 4000K, 450MA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS	298 66
	PL2	2	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEDON SAJA-740-U-T3	GALEON AREA AND ROADWAY LUMINAIRE (2) 75 CRI, 4000K, 450MA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS	298 132
	OW2	11	WAC LIGHTING	DS-W505-F40A-WT	Surface-mounted Luminaire	2601 24,989W
	DL1	6	Lithonia Lighting	OLCFH 15 D08	GENERAL PURPOSE LED CAST FLUSH MOUNT WITH DARK BRONZE FINISH	1042 16.6

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #3	+	0.2 fc	0.8 fc	0.0 fc	N/A	N/A
Calc Zone #4	+	2.4 fc	36.3 fc	0.0 fc	N/A	N/A

jiffy lube
MULTI-CARE SERVICES
CRITERIA V2020.07-1X4
GRIMES, IA
APPROX. 1ST STREET & GATEWAY DRIVE

REVISIONS

PROFESSIONAL OF RECORD PHONE: 801-566-0503	
Drawn/Checked By:	MM,NF/ES
Project Number	420761
Owner Date	07-26-2021
Permit Date	XX-XX-XX
Bid Date	XX-XX-XX

PHOTOMETRIC
PLAN

ROCKY MOUNTAIN
CONSULTING ENGINEERS, INC.
2117 South 3600 West, Salt Lake City, UT 84119
(801) 566-0503 www.rmceut.com Project #21299

ES100

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design west | architects

255 SOUTH 300 WEST LOGAN UT 84321
795 NORTH 400 WEST SALT LAKE CITY UT 84103



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 28, 2021

AGENDA HEADING:

Midwest Heritage Bank – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a 6,650 square foot Midwest Heritage Bank located at 221 NE Gateway Drive.

The property is located within the C-2 zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Hope Commercial Plat 3 Final Plat – 2020

BOARD/COMMISSION ACTION(S):

Recommendation for Approval – Planning and Zoning, 09/07/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for Midwest Heritage Bank subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: September 7, 2021
RE: Midwest Heritage Bank – Site Plan

GENERAL INFORMATION:

Applicant:

HyVee Inc

Requested Action

Site Plan

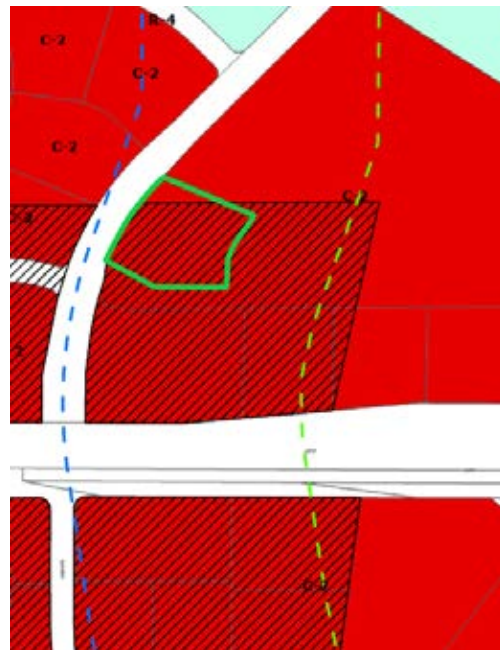
Location

221 NE Gateway Dr

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial	C-2
North	Vacant	Mixed Use 1	C-2
South	Commercial	Commercial	C-2
East	Commercial	Commercial	C-2
West	Commercial / Vacant	Mixed Use 1	C-2

BACKGROUND:

The applicant is requesting approval of the site plan for a 6,650 square foot Midwest Heritage Bank located at 221 NE Gateway Drive. The property is located within the C-2 zoning district and is within Zone 2 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:

Building/Elevations: The façade is proposed to be principally constructed of brick, ACM paneling, and aluminum panel with a finish to look like wood with glazing on all sides of the building. The dumpster enclosure will be constructed of brick with metal coping and gates to match the building.

A solar panel canopy is proposed over the outdoor patio space above the ATM drive-thru. A glare analysis was completed. No significant glare is anticipated. Three locations on the south side of Highway 44 are expected to receive 10-20 minutes of low potential daily glare between May and August.

Site Layout:

The site will be accessed from a right-in only driveway off of NE Gateway Drive and a shared driveway on the east side of the property which will be accessed from the private access drives into the Hy-Vee site. Pedestrian connectivity to the site will be provided along NE Gateway Drive and private drives into the Hy-Vee site. Sidewalk connections into the site will be provided from NE Gateway Drive and on the east side of the site.

The bank will have a drive-thru with two lanes on the east side of the building. Staff has asked for some adjustments to be made to provide the 3 required stacking spaces and provide a passing lane.

Pole mounted light fixtures will be installed within the parking lot. Wall pack lighting will be provided on the building facade.

Parking:

The site provides more than 25% above the minimum number of parking spaces with 55 total spaces provided. The additional parking spaces are needed to accommodate both employees and customers. There are expected to be 40 employees at this location. Additional open is provided on site to accommodate the increase in parking.

Landscaping/Streetscape:

The site meets the minimum required number of plantings for the Transportation Corridor Overlay. Landscaping is provided along NE Gateway Drive, between the north and south property lines, along the building foundation, and around the transformer to shield it from the right-of-way.

Utilities:

The sanitary sewer will connect to the existing 6" sanitary sewer service on the west side of the site.

Water will connect to the existing 12" water main along NE Gateway Drive and a 6" water service will be constructed to the building. The building is proposed to be fitted with a fire suppression system and therefore the appropriate FDC and hydrant locations have been provided.

Detention is handled within the regional detention basin located to the west of the site. Storm sewer onsite will run south to the existing storm sewer that leads to the regional detention basin.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Midwest Heritage Bank 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

~~April 1, 2021~~

~~April 7, 2021~~

~~August 20, 2021~~

~~August 26, 2021~~

September 17, 2021

Civil Design Advantage

Attn: Josh Trystad

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Midwest Heritage Bank Site Plan

Dear Mr. Trystad:

The Development Services Department is in receipt of a proposed Site Plan for the Midwest Heritage Bank. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide photometric plan.~~
- ~~2. Provide lighting cut sheets for parking lot lights.~~
- ~~3. How will ingress/ egress be provided for the entire shared drive? The current ingress/egress easement is only provided at the driveway entrance on the east.~~
- ~~4. Please provide justification for adding more than a 25% increase in parking above the minimum required (165.34.4.E).~~

Cover Sheet:

- ~~1. Add minimum building height requirement to the Development Summary.~~
- ~~2. Add drive thru parking requirement calculation to the parking summary.~~
- ~~3. Update construction schedule.~~

Sheet C1.0:

- ~~1. Update City notes. Attached are the latest notes from 3-12-21.~~
- ~~2. Label width of sidewalk in front of the building.~~
- ~~3. Drive thru lane is required to be 12' minimum.~~
- ~~4. Demonstrate that there are 3 queuing spaces behind the pick-up window. Please shift the drive thru window and/or building to keep the 3 required queuing spaces out of the drive aisle. Alternatively, widen the drive aisle to 24' to provide a queuing lane along the south side of the building so traffic can funnel in similar to Culver's (one lane that splits into two)~~

Sheet C2.0:

- ~~1. Isolate sidewalk through the driveway on Gateway with expansion joints.~~
- ~~2. Will dome panels in Gateway drive need to be placed around the radius?~~

Sheet 3.0:

- ~~1. Slope on the west side of the property (33.33%) needs to be 4:1 maximum. Please revise.~~

Sheet C4.0:

- ~~1. Provide a second hydrant to provide coverage to the Southeast corner of the building per Section 507.5.1. The hydrant located on NE 2nd Court is located across the retention pond and will not always be accessible. Another hydrant is needed on site. The hydrant across 2nd Ct can't be counted.~~
- ~~2. The 150' hydrant coverage routes need to be shown along the route where the fire truck will drive. The route should be shown around parking spaces and islands rather than right in front of the building.~~
- ~~3. Provide the location of the Knox Box per Section 506.1.~~
- ~~4. Provide the location of the FDC within 100' of a hydrant per Section 507.5.1.1. Must be unobstructed by landscaping, parking, etc.~~
- ~~5. The supply line for the fire sprinkler system shall be a minimum of 6" per Section 24.1.3.2 of NFPA 13.~~

- ~~6. Provide roof drain connections.~~
- ~~7. Label length of watermain.~~
- ~~8. Call out curb stop and valve on ends of service stubs.~~

C5.0:

- ~~1. Landscape island required per 12 parking spaces. Please provide landscape island in north row of spaces.~~
- ~~2. The City will need to acquire 7-8' of ROW sometime in the future along NE Gateway Drive. Please adjust the landscape plan to keep plantings out of this area.~~

Elevations:

- ~~1. The west elevation and 10' on the south and north elevations are required to be a minimum of 75% primary material, excluding windows and doors. ACM and the aluminum panel system are not considered primary material. Please revise.~~
- ~~2. Provide building material calculations.~~
- ~~3. Provide glazing calculations. A minimum of 20% is required on the building elevations facing public ROW.~~
- ~~4. Please list 5 building treatments demonstrated on the building as listed on page 17 of the Highway 141 Corridor District Regulations. Please add list of treatments to the revised elevation sheet.~~
- ~~5. Please label drawing with corresponding material labels.~~
- ~~6. Please provide detail for solar panel canopy and provide glare analysis.~~

Stormwater Management Plan (SWMP)

- ~~1. Sheet 8: L-EX2 shows accumulated EA as 9.962 acres, Lot 1-4 access road report shows that line as 10.966 acres, and Hy-Vee report shows it as 11.259 acres. Please verify area.~~
- ~~2. Provide final signed copy.~~

Site Plan

1. ~~C4.0: Show critical crossings, ensure 18" of separation between utilities.~~
2. ~~C4.0: Provide roof drain connection. Area is accounted for on SWMP, but update SWMP when the new lines are added.~~

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: ~~April 6, 2021~~
August 25, 2021
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: September 7, 2021 at 5:30

COUNCIL MEETING: September 28, 2021 at 5:30

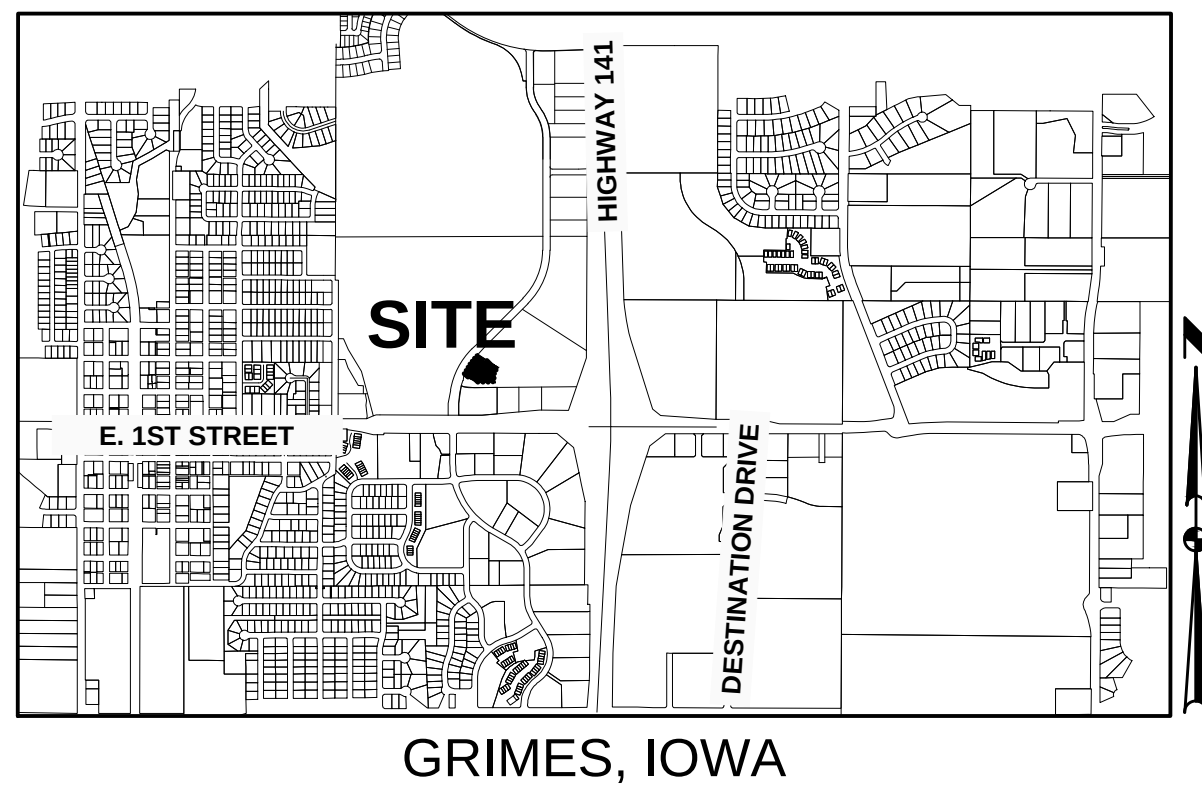
Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

SITE PLAN FOR:
MIDWEST HERITAGE BANK
GRIMES, IOWA

VICINITY MAP
NOT TO SCALE



APPLICANT/ OWNER

HY-VEE
5820 WESTOWN PKWY
WEST DES MOINES, IA 50266-8223
CONTACT: RANDY DOWNS
EMAIL: RDOWNS@HY-VEE.COM
PH: (515) 559-5703

ENGINEER

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
CONTACT: JOSH TRYGSTAD
EMAIL: JOSHTRYG@CDA-ENG.COM
PH: (515) 369-4400
FX: (515) 369-4410

BENCHMARKS

BURY BOLT ON HYDRANT @ SE CORNER OF HWY
44 & SE GATEWAY DRIVE
ELEVATION=940.44

CITY BENCHMARK G6J-012
CAP BOLT ON HYDRANT @ SW CORNER 5TH ST &
NORTH LITTLE BEAVER DR.
ELEVATION=926.02

CITY BENCHMARK G6N-004
CAP BOLT ON FIRE HYDRANT AT THE SOUTHWEST
CORNER OF NORTH 4TH STREET AND NORTH
LITTLE BEAVER DRIVE
ELEVATION=927.36

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = FALL 2021
ANTICIPATED FINISH DATE = SPRING 2022

SUBMITTAL DATES

FIRST SUBMITTAL: 03/22/2021
SECOND SUBMITTAL: 04/06/2021
FINAL SUBMITTAL: 09/17/2021

DEVELOPMENT SUMMARY

LOT 1

AREA: 1.48 ACRES (62,258 SF)

ZONING: C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT

*PROPERTY IS WITHIN TRANSPORTATION CORRIDOR
MIXED USE DEVELOPMENT OVERLAY DISTRICT

*PROPERTY IS WITHIN THE HIGHWAY 141 MIXED
USE DEVELOPMENT CORRIDOR DISTRICT (ZONE 2)

SETBACKS:

FRONT: 25'
SIDE: NONE
REAR: 25'

PROPOSED BUILDING USES: BANK

OPEN SPACE CALCULATION:

TOTAL SITE: = 64,258 SF (1.48 AC.)
BUILDING (FIRST FLOOR) = 6,650 SF
PARKING/ DRIVEWAYS = 40,122 SF
SIDEWALK = 3,119 SF
OPEN SPACE PROVIDED = 14,367 SF (22.4%)
OPEN SPACE REQUIRED = 9,639 SF (15%)

PARKING CALCULATION:

BANK: THREE (3) SPACES PER ONE THOUSAND (1,000)
SQUARE FEET OF GROSS FLOOR AREA

REQUIRED: 13,000 SF (3/ 1000 SF) = 39 SPACES
PROVIDED = 55 SPACES

DRIVE-THRU THREE (3) QUEUING SPACES BEFORE THE

REQUIRED: PICK-UP WINDOW = 6 SPACES
PROVIDED: = 6 SPACES

FLOOD ZONE CLASSIFICATION

SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE
'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE
FLOOD INSURANCE RATE MAPS FOR THE CITY OF
GRIMES, POLK COUNTY, IOWA, COMMUNITY PANEL
NUMBER 19153C0160F WITH A REVISION DATE OF
FEBRUARY 1, 2019.

INDEX OF SHEETS

NO.	DESCRIPTION
C0.0	COVER SHEET
C1.0	DIMENSION PLAN
C2.0	GRADING PLAN
C3.0	EROSION AND SEDIMENT CONTROL PLAN
C4.0	UTILITY PLAN
C5.0	LANDSCAPE PLAN
C6.0-C6.4	CONSTRUCTION DETAILS

LEGAL DESCRIPTION

LOT 1, HOPE COMMERCIAL PLAT 3, AN OFFICIAL PLAT IN THE
CITY OF GRIMES, POLK COUNTY, IOWA.

PROJECT SITE ADDRESS

LOT 1: 221 NE GATEWAY DRIVE

BULK REGULATIONS

TRANSPORTATION CORRIDOR MIXED USE DEVELOPMENT OVERLAY
DISTRICT (SAME AS C-2)

MIN. FRONT YARD SETBACK = 25'

MIN. SIDE YARD SETBACK = NONE REQUIRED, EXCEPT
WHEN ADJOINING ANY "R"
DISTRICT OR STREET
RIGHT-OF-WAY LINE, IN
WHICH CASE -25 FEET

MIN. REAR YARD SETBACK = 25'; HOWEVER, FOR EVERY
FOOT THE FRONT YARD IS
INCREASED OVER 25', THE
REAR YARD MAY BE
DECREASED IN DIRECT
PROPORTION THERETO, BUT IN
NO CASE SHALL THE REAR
YARD BE LESS THAN 10'

MAXIMUM BUILDING HEIGHT = 45'

GENERAL LEGEND

PROPOSED

PROPERTY BOUNDARY

SECTION LINE

CENTER LINE

RIGHT OF WAY

BUILDING SETBACK

PERMANENT EASEMENT

TEMPORARY EASEMENT

TYPE SW-501 STORM INTAKE

TYPE SW-502 STORM INTAKE

TYPE SW-503 STORM INTAKE

TYPE SW-505 STORM INTAKE

TYPE SW-506 STORM INTAKE

TYPE SW-512 STORM INTAKE

TYPE SW-513 STORM INTAKE

TYPE SW-401 STORM MANHOLE

TYPE SW-402 STORM MANHOLE

FLARED END SECTION

TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT

WATER VALVE

FIRE HYDRANT ASSEMBLY

SIGN

DETECTABLE WARNING PANEL

WATER CURB STOP

SANITARY SEWER

SANITARY SERVICE

STORM SEWER

STORM SERVICE

WATERMAIN WITH SIZE

WATER SERVICE

SAWCUT (FULL DEPTH)

SILT FENCE

USE AS CONSTRUCTED

MINIMUM PROTECTION ELEVATION

LIGHT FIXTURE

EXISTING

EXISTING

SANITARY MANHOLE

WATER VALVE BOX

FIRE HYDRANT

WATER CURB STOP

WELL

STORM SEWER MANHOLE

STORM SEWER SINGLE INTAKE

STORM SEWER DOUBLE INTAKE

FLARED END SECTION

DECIDUOUS TREE

CONIFEROUS TREE

DECIDUOUS SHRUB

CONIFEROUS SHRUB

ELECTRIC POWER POLE

GUY ANCHOR

STREET LIGHT

POWER POLE W/ TRANSFORMER

UTILITY POLE W/ LIGHT

ELECTRIC BOX

ELECTRIC TRANSFORMER

ELECTRIC MANHOLE OR VAULT

TRAFFIC SIGN

TELEPHONE JUNCTION BOX

TELEPHONE MANHOLE/VAULT

TELEPHONE POLE

GAS VALVE BOX

CABLE TV JUNCTION BOX

CABLE TV MANHOLE/VAULT

MAIL BOX

BENCHMARK

SOIL BORING

UNDERGROUND TV CABLE

GAS MAIN

FIBER OPTIC

UNDERGROUND TELEPHONE

OVERHEAD ELECTRIC

UNDERGROUND ELECTRIC

FIELD TILE

SANITARY SEWER W/ SIZE

STORM SEWER W/ SIZE

WATER MAIN W/ SIZE

UTILITY WARNING

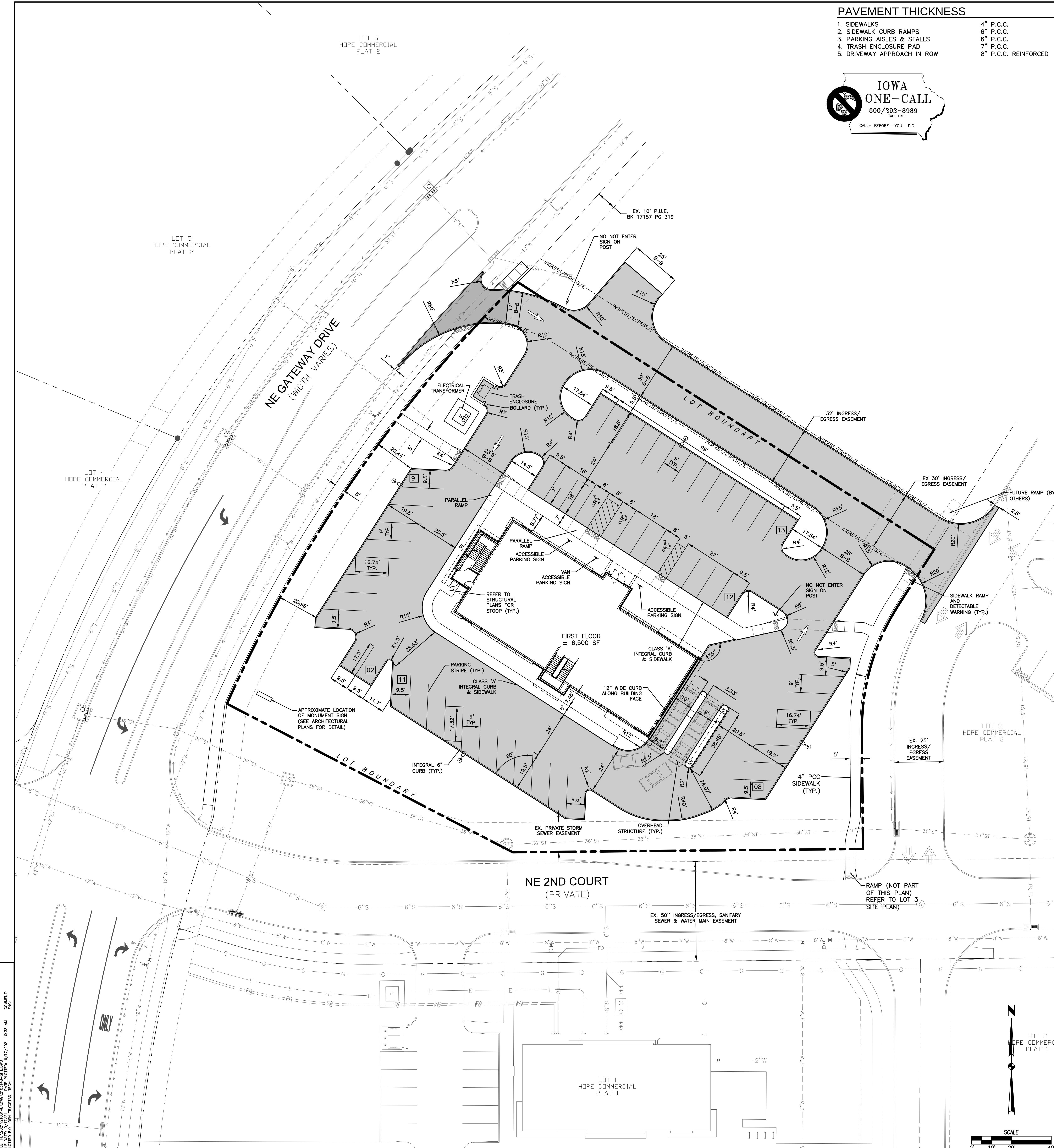
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD
SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE
SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES
SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER
IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER
DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN
THE EXACT LOCATION SHOWN.

CDA
CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2103148

IOWA
ONE CALL
1-800-292-8989
www.iowaonecall.com

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.
Joshua A. Trygstad
JOSHUA A. TRYGSTAD, P.E.
19228
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
C0.0-C6.4

MIDWEST HERITAGE BANK - GRIMES, IA - 2103.148



PAVEMENT THICKNESS

- 1. SIDEWALKS
 - 2. SIDEWALK CURB RAMPS
 - 3. PARKING AISLES & STALLS
 - 4. TRASH ENCLOSURE PAD
 - 5. DRIVEWAY APPROACH IN ROW
- 4" P.C.C.
 - 6" P.C.C.
 - 6" P.C.C.
 - 7" P.C.C.
 - 8" P.C.C. REINFORCED



GENERAL NOTES

1. THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY OF GRIMES STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS AND CONSTRUCTION DETAILS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY OF GRIMES CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
19. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY OF GRIMES
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
21. PARKING LOT STRIPING SHALL BE A 4" WHITE STRIPE UNLESS OTHERWISE NOTED (MINIMUM TWO COATS).
22. ALL EXTERIOR LIGHTING SHALL BE LOW-GLARE FULL CUTOFF TYPE FIXTURES AND SHALL NOT EXCEED ZERO FOOT-CANDLES BEYOND THE PROPERTY LINE. THE CONTRACTOR SHALL COORDINATE FINAL LIGHTING AND ELECTRICAL DESIGN WITH THE OWNER.
23. ANY SITE CHANGES THAT DIFFER FROM THE SITE PLAN MUST BE APPROVED BY THE CITY OF GRIMES PRIOR TO INSTALLATION/AMENDMENT.

CITY OF GRIMES STANDARD NOTES FOR SITE PLANS

- 1. General Notes:**
- a. All work shall be done in accordance with the current version of the Iowa Statewide Urban Design and Specifications for Public Improvements and the City of Grimes Supplemental Specifications.
 - b. A preconstruction meeting is required prior to the start of construction. The Contractor shall be responsible to coordinate this meeting. Contact City of Grimes Engineering Dept. (515.986.4050).
 - c. All permits (IDNR, SWP, IDOT, Army Corp., etc.) shall be obtained prior to the start of construction.
 - d. The Developer and/or Contractor shall be responsible to provide the City of Grimes with Record Drawings of all improvements as per City standard procedures.
 - e. Typical Building Service Layout to reflect the City's service order from Left to right facing the lot, Sanitary, Water, Sump
 - f. A Knox box is required by the fire department and shall be obtained at Knoxbox.com.
 - g. All site lighting shall not spill onto adjacent properties or right-of-ways.
 - h. Provide a 4-year maintenance bond for all public improvements
- 2. Sanitary Sewer Notes:**
- a. The Contractor is required to place a temporary plug in the existing downstream sanitary sewer manhole prior to the start of construction. The plug shall be removed following approval of construction by the City of Grimes.
 - b. Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8 to 15).
 - c. Sanitary gravity service pipe material shall be PVC SDR 23.5 (4 to 6).
 - d. All sanitary sewer manholes shall have steps.
 - e. All sanitary sewer manholes castings shall be sealed with Heat Shrink Sleeves.
 - f. All sanitary sewer manhole castings located within pavement shall be Type B:PCC W/Adjusting Mechanism.
 - g. Sanitary Sewer testing, cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.
- 3. Water Main Notes:**
- a. All fire hydrants shall be American Flow Control-Waterous Pacer WB-67-250, Mueller Super Centurion 250 (3-way A-423), or Clow Medallion F-2545. All hydrants shall have the following: 6 MJ Shoe, 2-1/2" Hose Nozzle, 4-1/2" Steamer Nozzle, NST Threads, Pentagon Operating Nut, Chain on cap, open left, 5-1/2" bury, and factory painted red. The minimum spool pipe length from auxiliary valve to hydrant shoe shall be 2.0'.
 - b. All hydrants will immediately be covered with a black plastic bag (or equivalent) once the hydrant is installed. The City of Grimes will notify the Contractor when the bags can be removed.
 - c. A tracer wire receptacle shall be installed at each hydrant, AA Manufacturing Tracer Wire Receptacle Model TW-18-2.
 - d. All valves shall be resilient wedge gate valves.
 - e. Water service shall be 1-inch residential, 2 Commercial minimum type K copper.
 - f. Proposed Water Main shall be pressure tested and chlorinated by the Developer. The filling of the water main shall be done by the City of Grimes. The Bacteria test and submittal of test to lab shall be done by the Developer and results provided to the City of Grimes Engineering Dept. and by FAX to US Water at 515-986-7300. If the test does not pass, the Contractor will be required to pay for all the water used to repeat the test.
 - g. All watermain fittings to be restrained joint, Mega-lug or approved equal.
- 4. Storm Sewer Notes:**
- a. All storm sewer in the ROW shall be RCP, unless otherwise approved by the City.
 - b. All flared end sections shall have footings and apron grates. The last 3 pipe sections and the flared end section on all culverts shall be tied. All storm sewer joints shall be wrapped with engineering fabric.
 - c. The Contractor is responsible for repairing any field tile damaged during construction. The tile should be directed to public storm sewer, if possible. The Contractor shall record the elevation and location of all tiles.
 - d. Storm Sewer cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.
 - e. Use O ring gaskets on storm sewers crossing over watermain per IDNR requirement.

PAVEMENT SPECIFICATIONS

- CONCRETE:**
1. CONCRETE MIX BY UNIT VOLUME. MATCH IOWA SUDAS C-SUD MIX DESIGN:
 - TYPE IP BLENDED CEMENT: 10.6%
 - POTABLE WATER: 13.3%
 - AIR ENTRAINMENT: 06.0%
 - FINE AGGREGATE (<= #8) 31.5%
 - COURSE AGGREGATE (#8 - 1.0") 38.6%
 - A. MAXIMUM SUBSTITUTION OF FLY ASH SHALL BE 15%. FLY ASH SHALL CONFORM TO ASTM C618 CLASS C.
 - B. MAXIMUM SLUMP USING SLIP-FORM PLACEMENT IS 1 1/2". MAXIMUM SLUMP USING OTHER PLACEMENT METHODS IS 4".
 - C. AGGREGATE SHALL BE CLEAN SAND AND CLEAN CRUSHED STONE OR CLEAN GRAVEL FOR HIGH DURABILITY.
 2. INSTALL ROADS, PARKING SURFACES, SIDEWALKS AND CURBS WHERE INDICATED ON PLAN. CONCRETE STRENGTH SHALL BE 4,000 PSI @ 28 DAYS.
 3. FOR CONCRETE PAVEMENTS, PROVIDE CONTROL JOINTS AT 12'-0" OVER CENTER EACH WAY MAXIMUM UNLESS NOTED OTHERWISE ON PLAN.
 4. PERFORM CONCRETE WORK IN ACCORDANCE WITH ACI 301 AND ACI 318. CONFORM TO ACI305 DURING HOT WEATHER AND ACI 306.1 DURING COLD WEATHER.
 5. CONCRETE FINISH: MEDIUM BROOM PERPENDICULAR TO THE PATH OF TRAVEL.
 6. CONCRETE CURING AGENT: RESIN BASED, MEMBRANE FORMING COMPOUND COMPLYING WITH ASTM C309, TYPE 1.
 7. CONCRETE SIDEWALK JOINT SEALANT: SELF-LEVELING POLYURETHANE GUN GRADE SEALANT, COLOR: GRAY.
 8. CONCRETE ROADS, PARKING LOT, AND CURB JOINT SEALANT: HOT POURED JOINT SEALANT COMPOSED OF PETROPOLYMERS MEETING REQUIREMENTS OF ASTM D 3405. FILL JOINTS FULL. DO NOT USE BACKER ROD.
- ASPHALT:**
1. TACK COAT. REFER TO IOWA SUDAS SPECIFICATIONS:
 - A. PG 66-22
 2. APPLY TACK COAT AT .08 GSY RESIDUAL RATE ON CLEAN, DRY SURFACE FREE OF LOOSE PARTICLES PRIOR TO PLACING HMA MIX.
 3. HOT MIX ASPHALT. REFER TO IOWA SUDAS SPECIFICATIONS:
 - A. SUBMIT MIX DESIGN FOR APPROVAL
 - B. HMA STANDARDS TRAFFIC (ST) SURFACE: 1 1/2". PG 58-28H
 - C. MAXIMUM RAP: 20%
 4. PLACE THE HMA MIXTURE IN THE NUMBER OF LIFTS REQUIRED TO PRODUCE THE REQUIRED THICKNESS. THE COMPACTED THICKNESS OF THE TOP LIFT SHALL NOT EXCEED 2 INCHES.
 5. PLACE SUCCEEDING LIFTS OF HMA AS SOON AS THE PREVIOUS LIFT HAS BEEN COMPACTED.
 6. COMPACT EACH LIFT TO 92-96% DENSITY. VERIFY DENSITY BY PROVIDING CORES PER OWNERS TESTING AGENCY.



MIDWEST HERITAGE BANK
221 NE GATEWAY DRIVE
GRIMES, IOWA

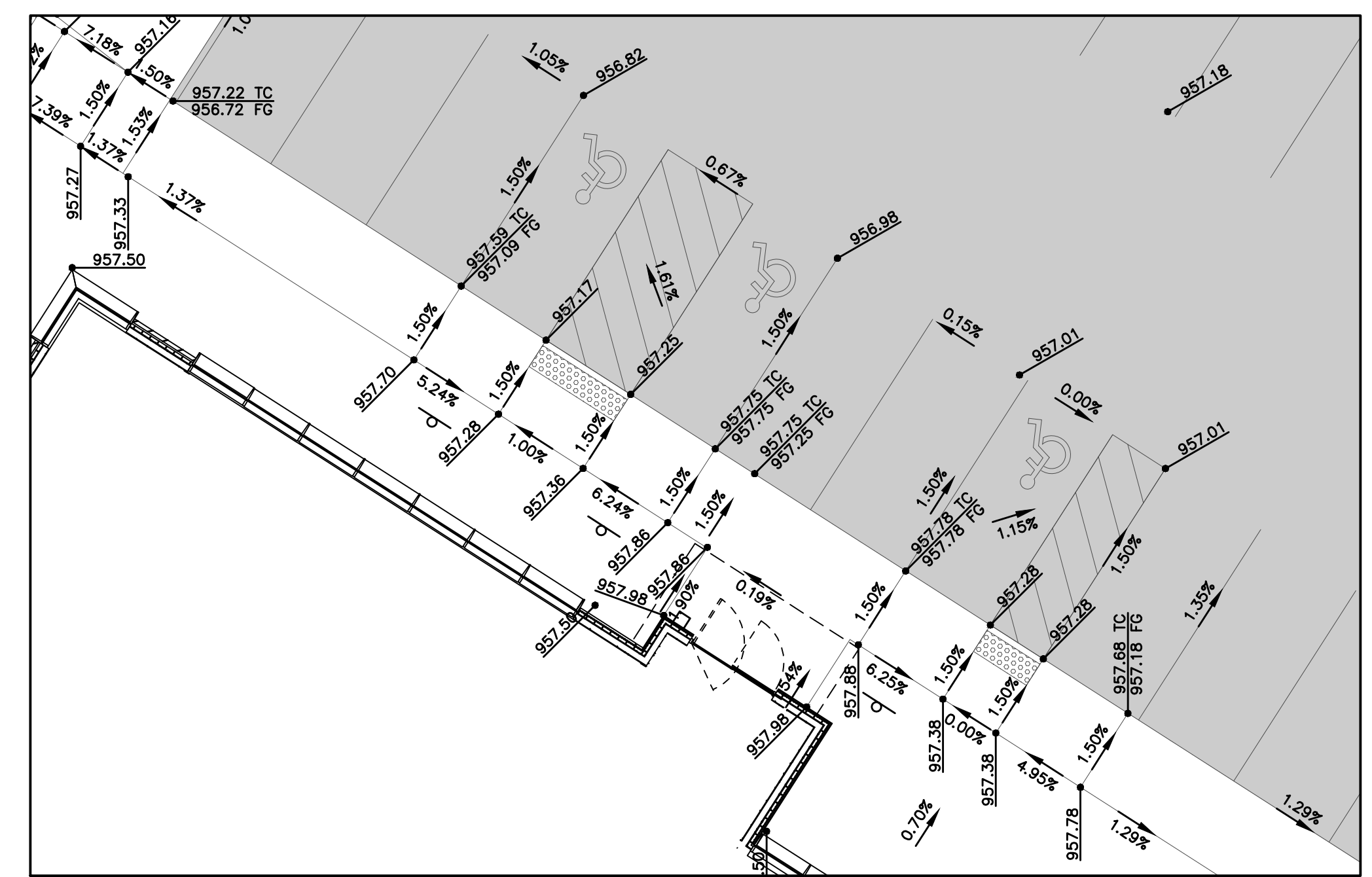


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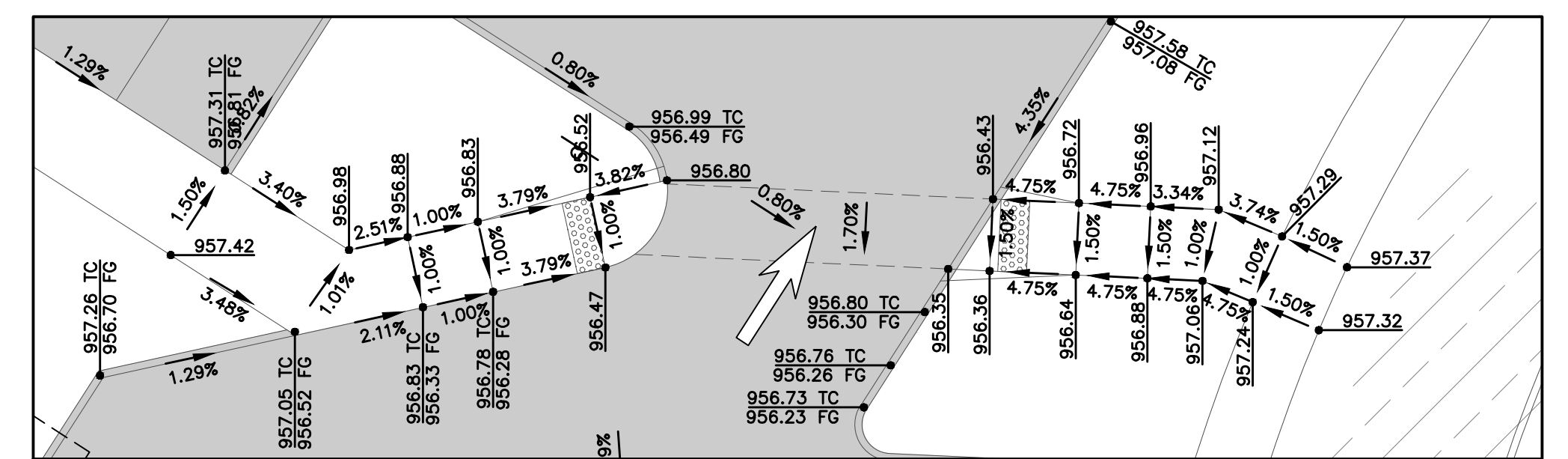
1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF GRIMES' BUILDING DIVISION.
2. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CITY DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN FOR THE 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 USED AFTER GRADING. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
4. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS, AND CABLE TIES SHALL BE USED TO SECURE EXCAVATION AT PROPERTIES ADJACENT TO CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPE AND PAVEMENT SHALL BE UNIFORM TO AVOID POUDING.
8. THE CONTRACTOR SHALL CONFINe HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS, ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING NECESSARY CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. 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. MAINTAIN: 1/2" 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 CUTS TO BE 1/8" TO 1/4" DEPTH. LONGITUDINAL 1/3, TRANSVERSE 1/4.
14. IN AREAS TO RECEIVE ADDITIONAL FILL OVER EXISTING FILL MATERIALS, REMOVE TOP 12" OF MATERIAL AND SCARIFY AND RECOMPACT THE NEXT 9" OF RESULTING SUBGRADE. THEREAFTER, TO 95% STANDARD PROCTOR DENSITY TO WITHIN 1.0" OF FINAL SUBGRADE. THE FINAL 1.0" OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR.
15. SCARIFY AND RECOMPACT THE TOP 9" OF SUBGRADE IN ALL CUT AREAS AFTER ROUGH GRADING. OR, IN AREAS OF EXISTING PAVING AND BUILDING SUBGRADE TO 95% STANDARD PROCTOR DENSITY TO WITHIN 1.0" OF FINAL SUBGRADE. THE FINAL 1.0" OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR.
16. PROVIDE MINIMUM OF 1.0' OF COMPACTED NON-EXPANSIVE COHESIVE SOIL BENEATH ALL PAVEMENT.
17. FINISH CONTOURS SHOWN ARE TO TOP OF PAVEMENT OR TO TOP OF TOPSOIL. SEE BUILDING PLANS AND CONSTRUCTION DETAILS FOR FINISHED SUBGRADE BELOW FINISHED PAVEMENT. PAVEMENT PLATS 1-3 & HOVE COMMERCIAL PLAT 11 SHOWN ARE ACCESS IMPROVEMENTS.
18. SCARIFY SUBGRADE TO DEPTH OF 3" WHERE TOPSOIL IS SCHEDULED. SCARIFY IN AREAS WHERE EQUIPMENT USED FOR HAULING AND SPREADING TOPSOIL HAS CAUSED COMPACTED SUBSOIL.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION, BOTH PUBLIC AND PRIVATE.
20. EXISTING TOP TO FOR THIS AREA WAS TAKEN FROM PROPOSED CONTOURS FROM HOPE COMMERCIAL PLAT 11-3 & HOVE COMMERCIAL PLAT 11-3. ACCESS IMPROVEMENTS, TIE-IN POINTS MAY VARY BASED ON CONSTRUCTED ELEVATIONS.

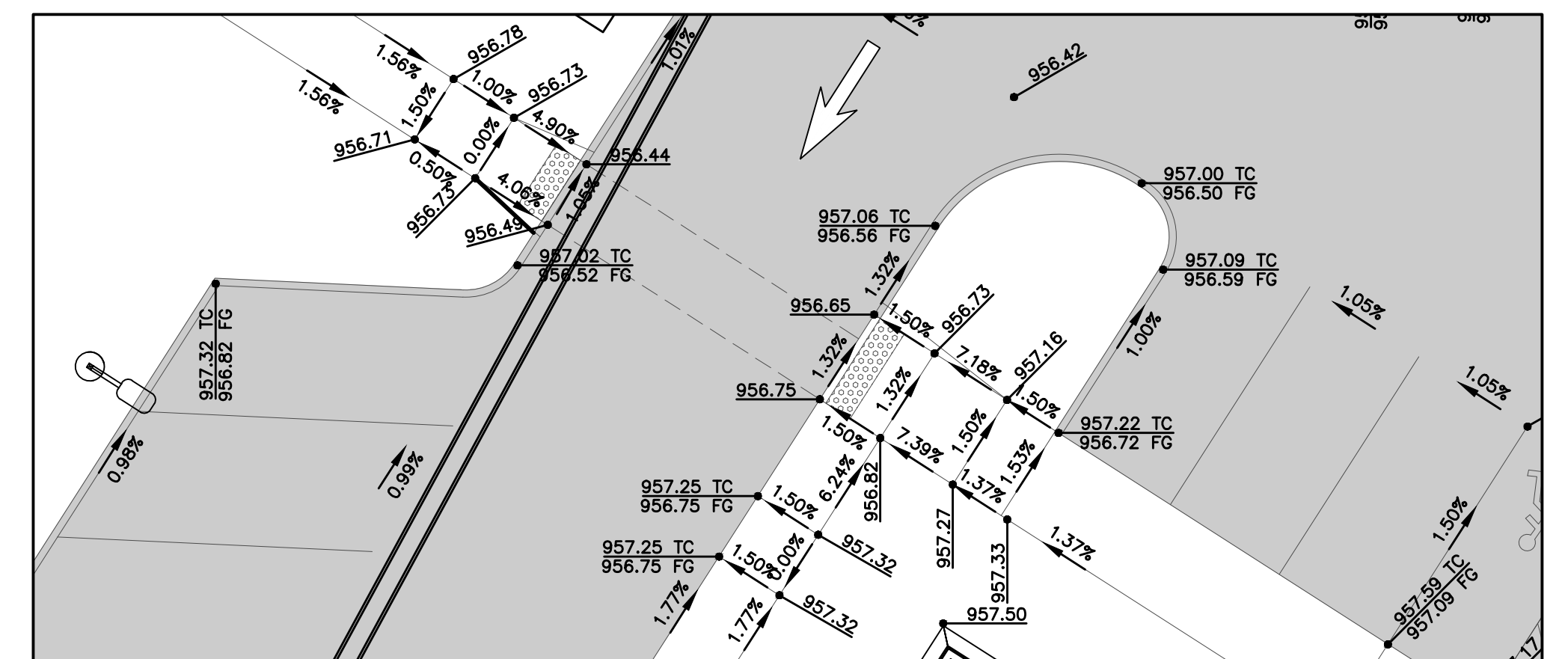


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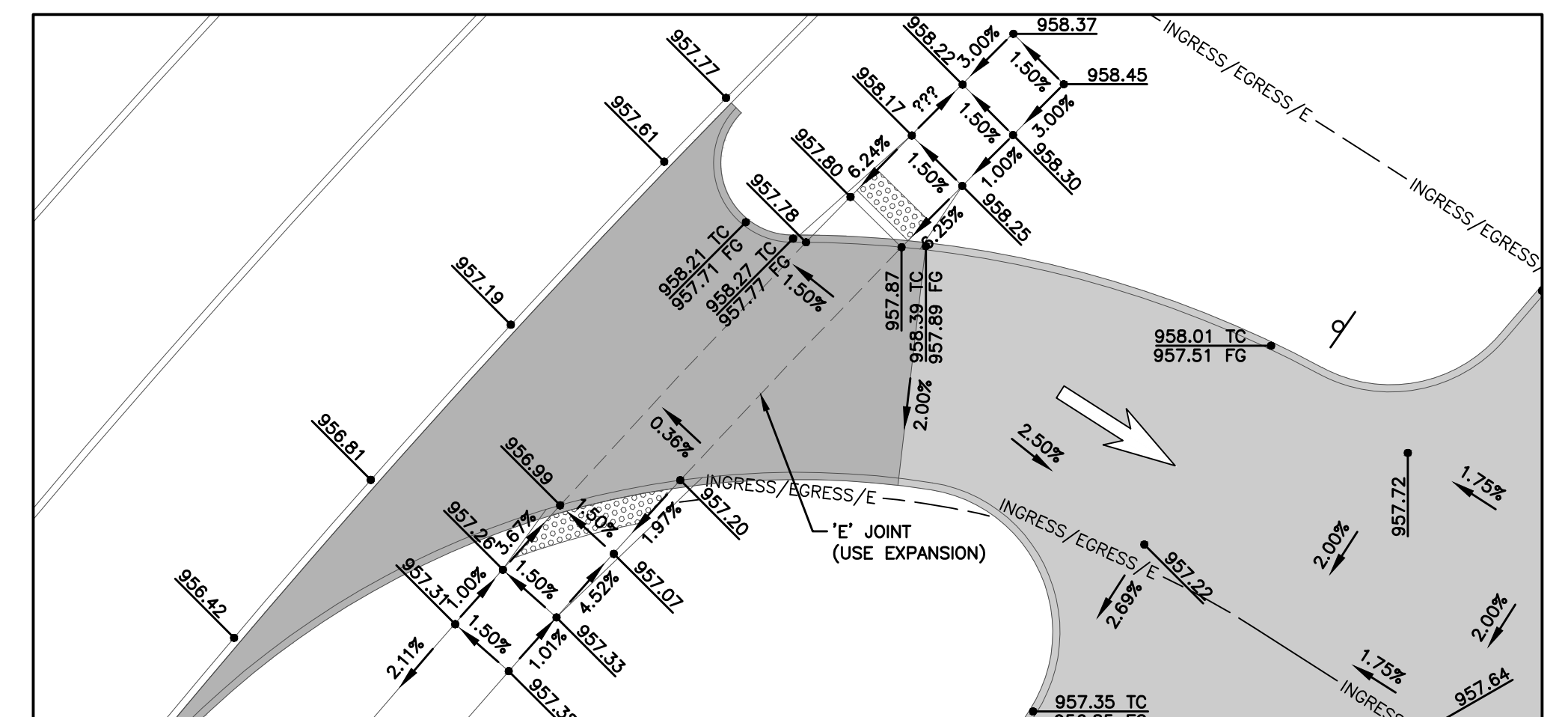
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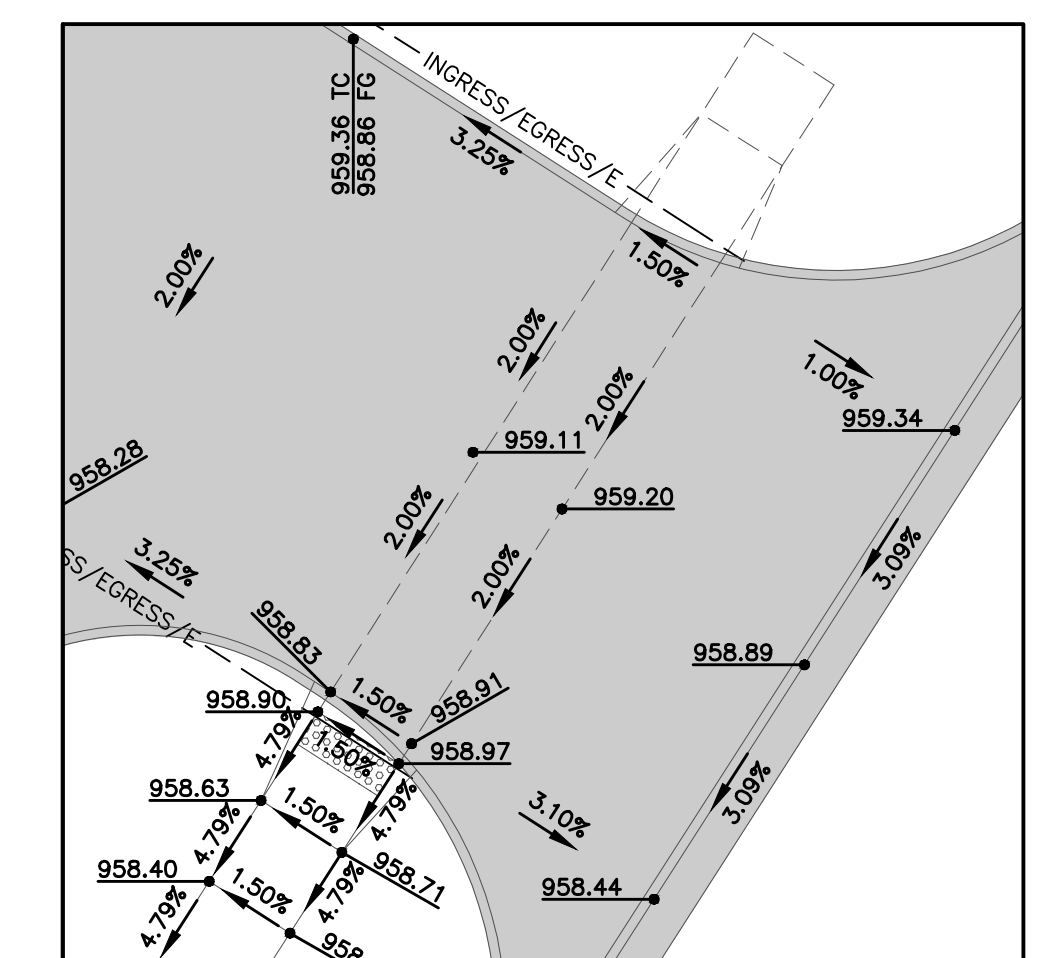
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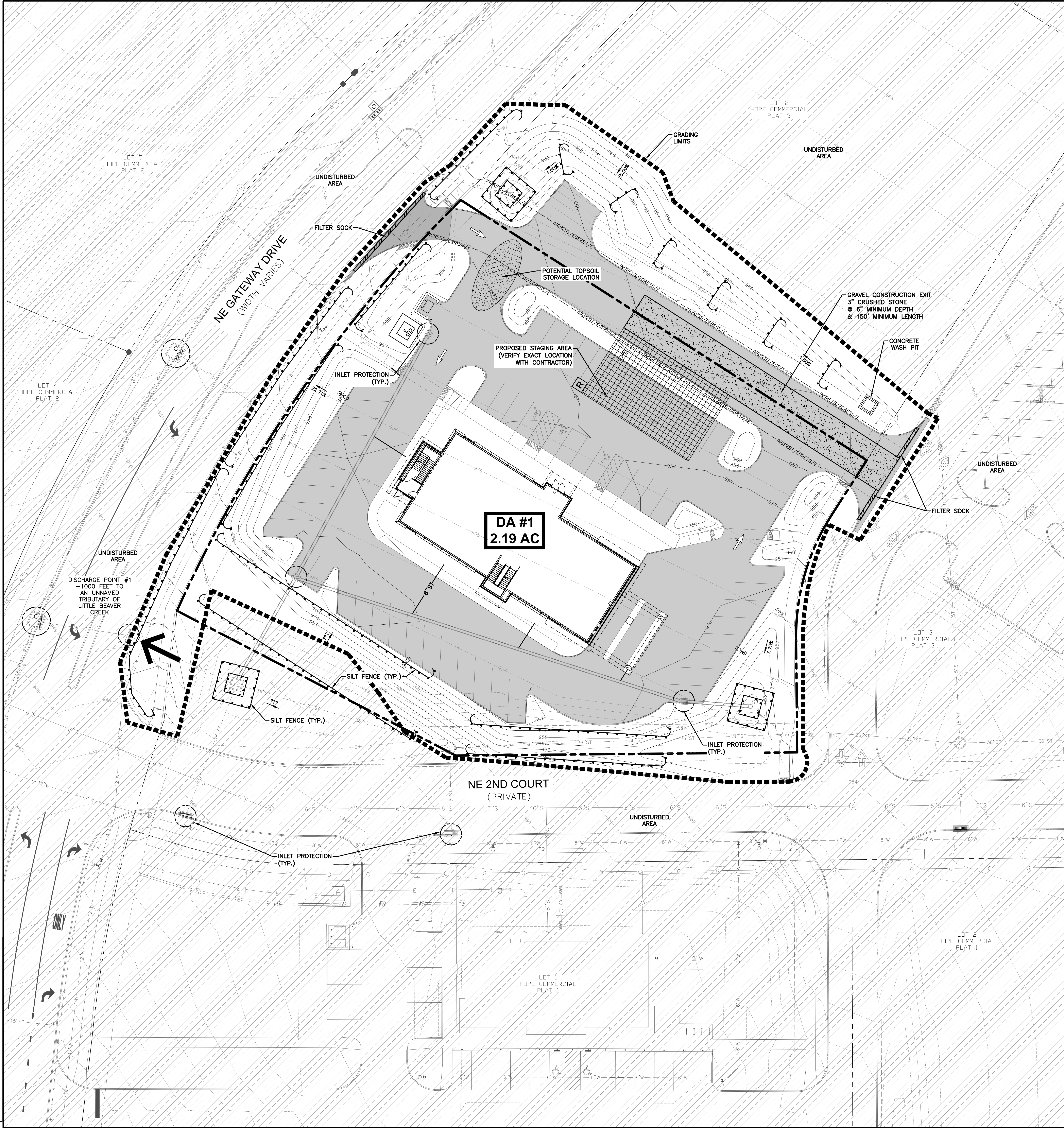
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EROSION CONTROL NOTES

1. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS OF THE SWPPP AND LOCAL, STATE AND FEDERAL REQUIREMENTS. THE OWNER SHALL EMPLOY A SEPARATE FIRM TO PROVIDE SWPPP MONITORING AND UPDATES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE SELECTED FIRM.
2. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO SUDAS CHAPTER 7 EROSION AND SEDIMENT CONTROL.
3. THIS EROSION CONTROL PLAN IS PART OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) THAT HAS BEEN ISSUED WITH THE CONSTRUCTION DOCUMENTS. A SWPPP IS REQUIRED AS PART OF THE GENERAL NPDES PERMIT. THE PERMIT IS INCLUDED IN THE SWPPP. A SWPPP IS A LIVING DOCUMENT THAT NEEDS TO BE UPDATED ON A REGULAR BASIS TO MONITOR THE INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES IMPLEMENTED ON THE SITE FOR THE DURATION OF THE PROJECT.
4. DISTURB THE LEAST AREA POSSIBLE TO COMPLETE THE SCOPE OF THE PROJECT.
5. ALL SEDIMENT AND EROSION CONTROL PRACTICES WILL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND AFTER ANY STORM EVENT OF GREATER THAN 0.5 INCHES OF PRECIPITATION DURING ANY 24-HOUR PERIOD BY RESPONSIBLE PERSONNEL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE BEST MANAGEMENT PRACTICES SHALL BE MADE IMMEDIATELY.
6. INSPECTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR. INSERT COPIES OF THE INSPECTION FORMS INTO THE ONSITE SWPPP AND SEND A COPY TO HY-VEE.
7. FOLLOWING SOIL DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN SEVEN (7) CALENDAR DAYS TO THE SURFACE OF ALL PERIMETER SEDIMENT CONTROLS, TOPSOIL STOCKPILES, AND ANY OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE WHICH ARE NOT BEING USED FOR MATERIAL STORAGE, OR ON WHICH ACTUAL EARTH MOVING ACTIVITIES ARE BEING PERFORMED.
8. SOIL STABILIZATION SCHEDULE: TEMPORARY SEEDING WITH OATS - 2 TO 3 BUSHELS PER ACRE - AND MULCH ALL SLOPES 4:1 AND STEEPER WILL BE INITIATED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITY WILL NOT OCCUR FOR A PERIOD OF MORE THAN 21 CALENDAR DAYS BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED. THIS SEQUENCE SHALL REPEAT AS GROUND COVER IS REMOVED BY SUBSEQUENT CONSTRUCTION ACTIVITY.
9. GENERAL CONTRACTOR SHALL IMPLEMENT ALL POLLUTION PLAN ACTIVITY WITH THE ASSISTANCE OF THE UTILITY SUBCONTRACTORS, BUILDING CONTRACTORS AND SUPPLIERS.
10. APPLY FREQUENT LIGHT WATERING TO GROUND SURFACE, AS REQUIRED TO CONTROL DUST.
11. UPON COMPLETION AT CONSTRUCTION, SOD ALL DISTURBED AREAS PER PROJECT SPECIFICATIONS.
12. MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUBCONTRACTORS. CLEANING OF CONTROL DEVICES SHALL BEGIN WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.
13. LOCATION OF SOLID WASTE CONTAINER AND PORTABLE RESTROOM TO BE SPECIFIED BY CONTRACTOR AND UPDATED IN SWPPP.
14. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY VEHICULAR TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.
15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, UNLESS OTHERWISE AUTHORIZED BY THE IMPLEMENTING AGENCY. TRAPPED SEDIMENT AND THE DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENT.
16. LIMIT DUST GENERATION BY CLEARING ONLY THOSE AREAS WHERE IMMEDIATE ACTIVITY WILL TAKE PLACE. LEAVING THE REMAINING AREA(S) IN THE ORIGINAL CONDITION, IF STABLE. MAINTAIN THE ORIGINAL GROUND COVER AS LONG AS PRACTICAL. VEGETATE OR MULCH AREAS WITH EXPOSED SOILS THAT WILL NOT RECEIVE VEHICLE TRAFFIC. IN AREAS WHERE PLANTING, MULCHING OR PAVING IS IMPRACTICAL, APPLY GRAVEL OR LANDSCAPING ROCK. ADD SURFACE GRAVEL TO REDUCE THE SOURCE OF DUST EMISSION. LIMIT THE AMOUNT OF FINE PARTICLES (THOSE SMALLER THAN 0.075MM) TO 10 TO 20 PERCENT. SPRINKLE THE SITE WITH WATER UNTIL SURFACE IS WET. REPEAT AS NEEDED TO PREVENT CARRYOUT OF MUD ONTO STREET. USE VACUUM STREET SWEEPERS TO SWEEP UP ANY TRACKED SEDIMENT. REMOVE MUD AND OTHER DIRT PROMPTLY SO IT DOES NOT DRY AND THEN TURN INTO DUST. LIMIT DUST CAUSING WORK ON WINDY DAYS.

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY OF LITTLE BEAVER CREEK ±1000 FT		
TOTAL AREA DISTURBED TO DISCHARGE POINT	2.19 ACRES	
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	7,884 CU FT	
VOLUME PROVIDED IN FILTER SOCK (95 LF @ 2.0 CU FT/LF OF SOCK)	190 CU FT	
VOLUME PROVIDED IN SILT FENCE (1408 LF @ 4.5 CU FT/LF OF FENCE)	6,336 CU FT	
VOLUME PROVIDED IN SILT FENCE IN SWALE (156 LF @ 10.0 CU FT/LF OF FENCE)	1,560 CU FT	
TOTAL VOLUME PROVIDED	8,086 CU FT	

NOTES:

1. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENTS.
2. DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED PRIOR TO THE SITE SHUTTING DOWN FOR WINTER CONDITIONS.
3. WASTE FROM CONCRETE WASHOUT ACTIVITIES AND FROM WET SAWING OF CONCRETE IS NOT ALLOWED TO BE DISCHARGED TO SURFACE WATERS AND IS NOT ALLOWED TO ADVERSELY AFFECT A WATER OF THE STATE.

OWNER

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

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

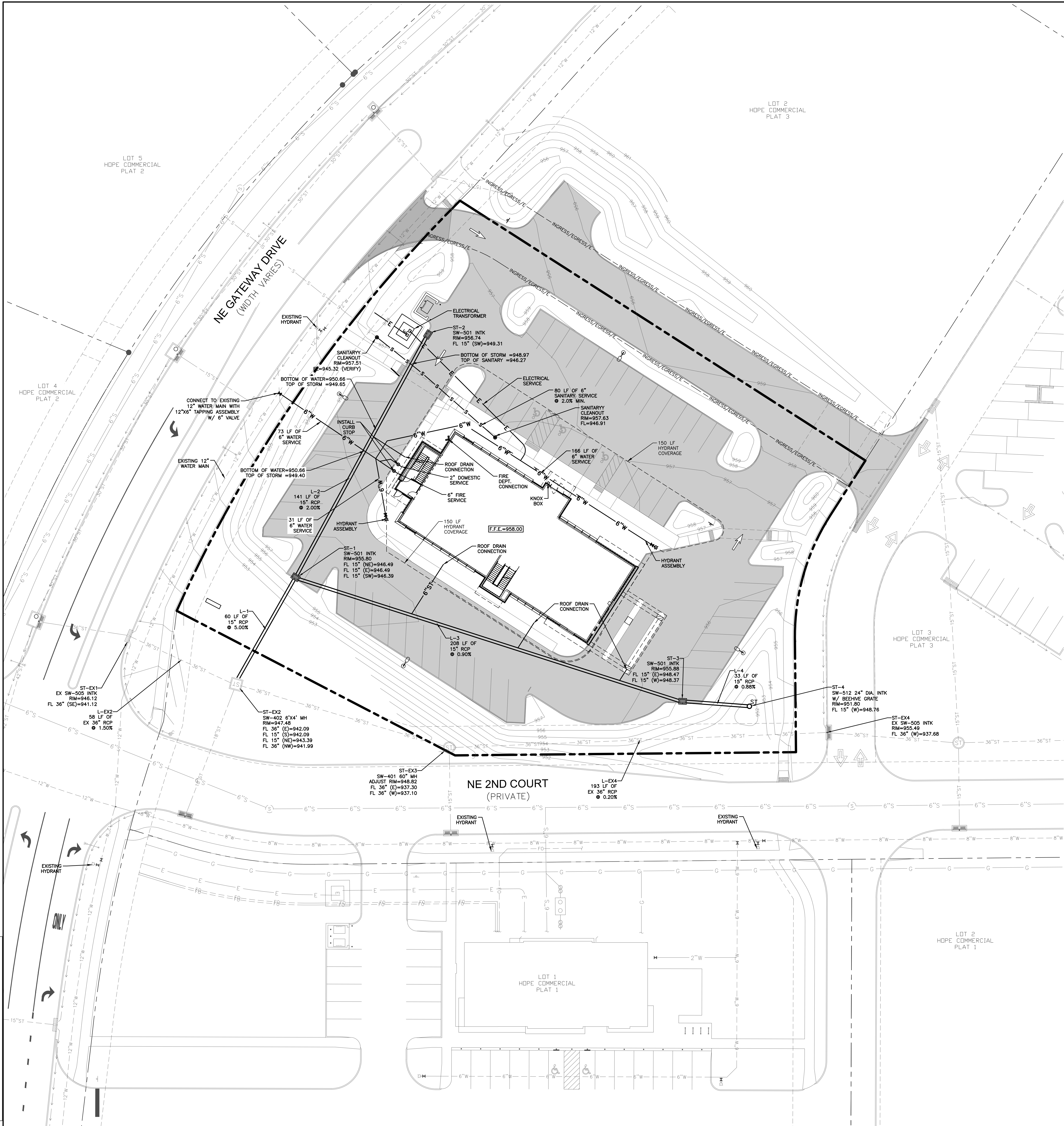
ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,564
2	FILTER SOCK	LF	95
3	SEEDING, FERTILIZING, AND MULCHING	AC	1.09
4	INLET PROTECTION DEVICES	EA	8
5	CONCRETE WASHOUT PIT	EA	1

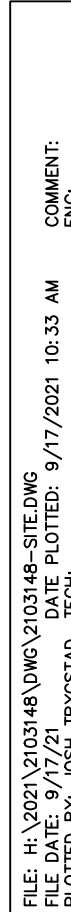
UTILITY NOTES

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 SUFFICIENT 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' EXPOSED ALL WATER MAINS.
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. 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 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 OWNER 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 PLACED SOME DISTANCE FROM THE CONSTRUCTION AREA, THE CONTRACTOR 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 COMPENSATION FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH UTILITY. THE CONTRACTOR IS REQUIRED TO UTILITY THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION AND TO NOTIFY THE CITY OF GRIMES IN ADVANCE.
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 SUBCONTRACTORS AND SUPPLIERS TO THE PROJECT.
13. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY OF GRIMES' STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2006 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTION.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES. PERIODIC MAINTENANCE AND CLEANING OF STORM AND SANITARY SEWER MAY BE NECESSARY.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INTAKES.
16. INSTALL APRON GUARD AND FOOTING ON ALL APRONS.
17. BUILDING PLUMBING CONTRACTOR TO INSTALL BACKFLOW PREVENTION DEVICE ON WATER MAINS IN COMPLIANCE WITH ALL CITY REQUIREMENTS.
18. WATER PIPING SHALL BE DUCTILE IRON - AWWA C151 - CLASS 50 MINIMUM OR POLYVINYL CHLORIDE - AWWA C900 - MINIMUM OR IN COMPLIANCE WITH WATER COMPANY REQUIREMENTS.
19. ALL WATER PIPING SHALL HAVE A MINIMUM OF 6'-0" COVER.
20. INSTALL VINYL IDENTIFICATION TAPE AT 2'-0" BELOW FINISH GRADE DIRECTLY ABOVE WATER LINES.
21. INSTALL SINGLE THIN - 12 GA TRACER WIRE WITH WATER PIPING (TAPE TO PIPE). TRACER WIRE TO BE EXTENDED IN CONDUIT TO 1'-0" ABOVE GROUND SURFACE AT FIRE HYDRANTS. TRACER WIRE SHALL BE IDENTIFIED BY MARKING X 1/4" ABOVE GROUND ROOF AT CONNECTION TO MAIN AND AT DEAD ENDS. TRACER WIRE TO BE EXTENDED UP INTO BUILDING AT SERVICE CONNECTIONS.
22. CONTRACTOR TO INSTALL TRANSFORMER PAD AND SECONDARY WIRING. UTILITY COMPANY TO INSTALL METER AND METER BOX.
23. CONTACT APPROPRIATE GOVERNMENT AGENCY PRIOR TO THE START OF ANY WATER MAIN WORK.

SITE LIGHTING NOTES

1. NOTIFICATION: CONTRACTOR SHALL NOTIFY HY-YEE A MINIMUM OF 60 DAYS PRIOR TO THE ANTICIPATED DATE OF INSTALLATION.
2. MATERIAL: OWNER WILL PURCHASE SITE LIGHTING MATERIALS. THOSE MATERIALS INCLUDE THE FOLLOWING: FIXTURES WITH LAMPS, TENON, POLE, ANCHOR BOLTS AND ANCHOR BOLT TEMPLATE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR RECEIVING, UNLOADING, AND VERIFYING QUANTITIES AND CONDITIONS OF THESE MATERIALS. INSPECT ALL PACKAGES FOR EXTERIOR DAMAGE BEFORE THE CARRIER LEAVES THE SITE, AND NOTIFY OWNER'S REPRESENTATIVE WITH INFORMATION ON THE SHIPMENT. RETURN A COPY OF THE PACKING SLIP TO HY-YEE WITHIN SEVEN DAYS AFTER RECEIPT OF THE MATERIALS WITH NOTES REGARDING ANY DAMAGED GOODS OR THE LACK OF DAMAGE.
3. STORAGE OF MATERIALS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR STORAGE AND PROTECTION OF ALL SITE LIGHTING MATERIALS, AND FOR INSTALLATION OF A FUNCTIONING SYSTEM WHICH MEETS HY-YEE'S APPROVAL.
4. CONDUIT AND WIRE: CONDUIT AND WIRE FOR SITE LIGHTING SHALL BE SIZED BY THE GENERAL CONTRACTOR AND APPROVED BY HY-YEE.
5. TESTING: A MINIMUM OF 30 DAYS BEFORE THE STORE'S GRAND OPENING, THE CONTRACTOR SHALL CONDUCT A 100 HOUR CONSECUTIVE TEST OF THE SITE LIGHTING SYSTEM. THIS TEST INCLUDES ALL TYPES OF WEATHER CONDITIONS OR OTHER PROBLEMS WHILE ELECTRICIANS AND EQUIPMENT ARE STILL ON SITE. HY-YEE SHALL BE NOTIFIED WITH THE RESULTS OF THIS TEST AS SOON AS POSSIBLE. SO REPLACEMENT MATERIALS CAN BE OBTAINED IF NECESSARY.
6. WIRING INFORMATION: SEE SHEET E-1 FOR CIRCUIT AND PANEL ASSIGNMENTS. A WIRING DIAGRAM FOR THE PARKING LOT LIGHTS IS REQUIRED FOR FUTURE REFERENCE. MAKE EDITS ON SITE UTILITY PLAN AND RETURN TO OWNER WITH AS-BUILT NOTES.
7. REFER TO FIXTURE AND POLE BASE DETAIL.





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 SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
4. SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
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.
12. NO PLANT SUBSTITUTIONS ARE ALLOWED WITHOUT HYVEE APPROVAL.

1. ALL PLANT MATERIAL INSTALLATION, INCLUDING SEED AND SOD, SHALL BE COMPLETED PRIOR TO GRAND OPENING.
2. ALL PLANT MATERIAL SHALL MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-LATEST ADDITION).
3. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE APPROVAL OF HY-VEE, INC.
4. THE CONTRACTOR SHALL VERIFY LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF THE UTILITIES.
5. PLANT MATERIAL QUANTITIES ARE FOR CONTRACTORS' CONVENIENCE. DRAWINGS SHALL GOVERN.
6. SEE THE GRADING, UTILITY, AND SITE PLANS FOR ADDITIONAL INFORMATION.
7. PROVIDE A ONE-YEAR WARRANTY ON ALL TREES, SHRUBS AND PERENNIALS.

1. TOPSOIL SHALL BE LOCAL FERTILE AGRICULTURAL SOIL FREE OF SUBSOILS, ROCKS, CLAYS, PLANTS, WEEDS, ROOTS AND OTHER IMPURITIES. PH VALUE SHALL BE BETWEEN 5.4 AND 7.0.
2. REMOVE DEBRIS AND WEEDS FROM SUBSOIL.
3. SCARIFY SUBSOIL TO DEPTH OF 2" PRIOR TO PLACING TOPSOIL.
4. SPREAD TOPSOIL TO A MINIMUM DEPTH OF 6". TOPSOIL PLACEMENT SHALL TAKE PLACE DURING DRY WEATHER. PREPARE TOPSOIL SO THAT IT IS FREE OF DEBRIS AND GRADED DRAIN AS INDICATED ON GRADING PLANS.
5. LIGHTLY COMPACT TOPSOIL AFTER PLACEMENT AND PROHIBIT CONSTRUCTION TRAFFIC FROM AREAS WITH TOPSOIL.

1. SUBMIT SEED MIXES, FERTILIZER, AND MULCH DATA TO OWNER'S REPRESENTATIVE.
2. SEED MIXTURE SHALL BE 90% TURF TYPE TALL FESCUE AND 10% TURF TYPE PERENNIAL RYEGRASS.
3. FERTILIZER FOR SEEDED AREAS SHALL BE NITROGEN 10%, PHOSPHORIC ACID 10%, SOLUBLE POTASH 10%.
4. APPLY FERTILIZER AT APPLICATION RATE OF 1LB/1000 SF.
5. APPLY SEED AT RATE OF 10LBS/1000 SF EVENLY IN TWO DIRECTIONS.
6. MULCH SEEDED AREAS IMMEDIATELY AFTER SOWING WITH STRAW OR A BIODEGRADABLE MATTING WITH OPEN WEAVE.
7. WATER NEWLY SEEDED AREAS SO THAT SOIL IS SATURATED TO DEPTH OF TOPSOIL.
8. HYDROSEEDING: FERTILIZER, MULCH, AND SEED SLURRY SHALL BE APPLIED WITH A HYDRAULIC SEEDER AT A RATE OF 2,000LBS/ACRE, EVENLY.
9. SEEDED AREAS WILL BE ACCEPTED WHEN GRASS IS WELL ESTABLISHED AND EXHIBITS VIGOROUS GROWING CONDITIONS WITH NO BARE SPOTS EXCEEDING 1 SF. CONTRACTOR IS RESPONSIBLE FOR WATERING SEED UNTIL ACCEPTED.

1. SOD SHALL BE NURSERY GROWN GRADE; CULTIVATED GRASS SOD WITH STRONG FIBROUS ROOT SYSTEM FREE OF STONES, BURNED OR BARE SPOTS CONTAINING NO MORE THAN 5 WEEDS PER 1000 SF.
2. SOD MIXTURE SHALL BE 40% KENTUCKY BLUEGRASS, 30% PERENNIAL RYEGRASS, 30% FINE FESCUES
3. FERTILIZER FOR SODDED AREAS SHALL BE NITROGEN 10%, PHOSPHORIC ACID 10%, SOLUBLE POTASH 10%
4. APPLY FERTILIZER AT APPLICATION RATE OF 1LB/1000 SF TO TOPSOIL PRIOR TO PLACING SOD.
5. MOISTEN PREPARED SOIL IMMEDIATELY PRIOR TO LAYING SOD. LAY SOD IMMEDIATELY UPON DELIVERY TO THE SITE, LEAVING NO OPEN JOINTS OR OVERLAPPING JOINTS. DO NOT STRETCH SOD. DO NOT LAY SOD IF TEMPERATURE IS BELOW FREEZING.
6. ROLL SOD WITH 1/3 FULL ROLLER AFTER SOD AND SOIL HAVE DRIED. ROLL BEFORE THE FIRST WATERING.
7. SOD WILL BE ACCEPTED WHEN IT IS WELL ESTABLISHED AND SHOWS VIGOROUS GROWTH WITH NO BARE SPOTS EXCEEDING 1 SF. CONTRACTOR IS RESPONSIBLE FOR WATERING AND REPLACING SOD AS NEEDED UNTIL ACCEPTED.

1. PRESERVE AND PROTECT EXISTING TREES TO REMAIN. CONTRACTOR SHALL ERECT 4" CONSTRUCTION FENCE AROUND PERIMETER OF TREES AT THE DRIP LINE. CONTRACTOR SHALL NOT STORE MATERIALS OR ALLOW VEHICLES TO ACCESS OR PARK INSIDE DRIP LINE.
2. DO NOT INSTALL PLANTS WHEN AMBIENT TEMPERATURES DROP BELOW 35° F. OR RISE ABOVE 90° F. DO NOT INSTALL PLANTS WHEN WIND VELOCITIES EXCEED 30 MPH.
3. DAMAGED OR DEFICIENT PLANTS WILL BE REJECTED.
4. TREES WILL HAVE A REASONABLY STRAIGHT TRUNK AND SINGLE LEADER.
5. SOIL AMENDMENTS SHALL BE TOPSOIL OR COMPOST. COMPOST: DECOMPOSED, STABLE, WEED FREE ORGANIC MATTER DERIVED FROM AGRICULTURAL, FOOD, INDUSTRIAL RESIDUALS, BIOSOLIDS, OR YARD TRIMMINGS. COMPOST WILL BE FREE OF LARGE PARTICLES AND WILL POSSESS NO OBJECTIONABLE ODOR, NOR RESEMBLE THE MATERIAL FROM WHICH IT WAS DERIVED.
6. MULCH: COMPOSTED, SHREDDED HARDWOOD BARK, DARK BROWN IN COLOR.
7. FILL PLANTING PITS WITH WATER TO DETERMINE DRAINAGE. IF WATER REMAINS IN HOLE AFTER 24 HOURS, INSTALL FRENCH DRAIN AS SHOWN IN DETAILS TO INSURE PROPER DRAINAGE.
8. INITIAL ACCEPTANCE: UPON COMPLETION OF PLANTING, OWNER'S REPRESENTATIVE WILL REVIEW WORK AND TAKE INITIAL ACCEPTANCE OF WORK UPON CORRECTION OF ANY NOTED DEFICIENCIES.

SITE AREA: 62,258 SF (1.48 ACRES)

OPEN SPACE: REQUIRED: 9,339 SF (15%)

REQUIRED: 2 TREES PER 1,000 SF OF REQUIRED OPEN SPACE
1 SHRUB PER 500 SF OF REQUIRED OPEN SPACE

19 TREES
19 SHRUBS

PROVIDED: 29 TREES
68 SHRUBS

PERIMETER OF LOT ADJACENT TO PUBLIC RIGHT OF WAY (NE QUARTER)

REQUIRED: 1 TREE/50 LF AND 1 SHRUB/4 LF

6 TREES
68 SHRUBS

PROVIDED: 6 TREES
74 SHRUBS

1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND FURNISHING ALL LABOR, MATERIALS, ACCESSORIES, EQUIPMENT AND OPERATIONS NECESSARY FOR INSTALLATION OF IRRIGATION SYSTEM.
2. CONTRACTOR TO SUBMIT IRRIGATION SYSTEM DESIGN AND COMPONENT CUT SHEETS TO HY-VEE FOR REVIEW AND APPROVAL PRIOR TO ORDERING.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY APPROVALS, PERMITS, LICENSES AND INSPECTIONS REQUIRED BY LOCAL, MUNICIPAL, AND STATE JURISDICTIONS.
4. SYSTEM SHALL BE ELECTRIC SOLENOID CONTROLLED UNDERGROUND IRRIGATION SYSTEM WITH A DRAINAGE DRAINAGE MANUFACTURED BY RAIN BIRD COMPONENT CORP. OR THE TORO COMPANY. SUBSTITUTIONS SUBJECT TO OWNER REVIEW AND APPROVAL.
5. AREAS TO BE IRRIGATED INCLUDE ALL SPACE INDICATED AS "SOD" ON THE PLANTING PLAN AND INCLUDE PARKING LOT ISLANDS, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE IRRIGATED VIA DRIP TYPE IRRIGATION.

1. PIPING:

- 1.1. PVC PIPE: ASTM D2241, 200 PSI PRESSURE RATED UPSTREAM FROM CONTROLS, 160 PSI DOWNSTREAM.
- 1.2. COPPER PIPE: ASTM B42 REGULAR
- 1.3. FITTINGS TO MATCH PIPE SIZE AND STYLE
- 1.4. SOLVENT CEMENT: ASTM D2564 FOR PVC PIPE AND FITTINGS
- 1.5. SOLDER AND FLUX: ASTM B32 TYPE 95TA SOLDER, PASTE
- 1.6. SLEEVE MATERIAL: PVC
- 1.7. OUTLETS: BRASS CONSTRUCTION
- 1.8. ROTARY TYPE SPRINKLER HEAD: POP-UP TYPE WITH SCREENS; FULLY ADJUSTABLE FOR FLOW AND PRESSURE
- 1.9. SPRAY TYPE SPRINKLER HEAD: POP-UP HEAD WITH FULL CIRCLE
- 1.10. EMITTER: ADJUSTABLE OUTLET, NON-CLOGGING
- 1.11. BUBBLER: ADJUSTABLE OUTLET
- 1.12. QUICK COUPLER

2. MANUAL VALVES:

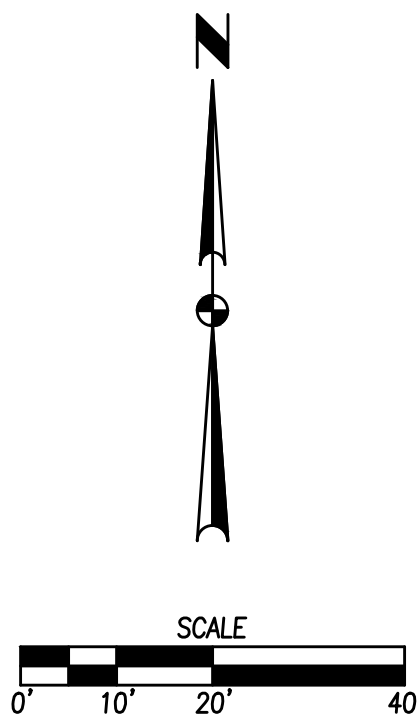
- 1.1. GATE VALVES: BRONZE CONSTRUCTION, INSIDE SCREW WITH THREADED ENDS.
- 1.2. BACKFLOW PREVENTERS: BRONZE BODY CONSTRUCTION, DOUBLE CHECK VALVE TYPE

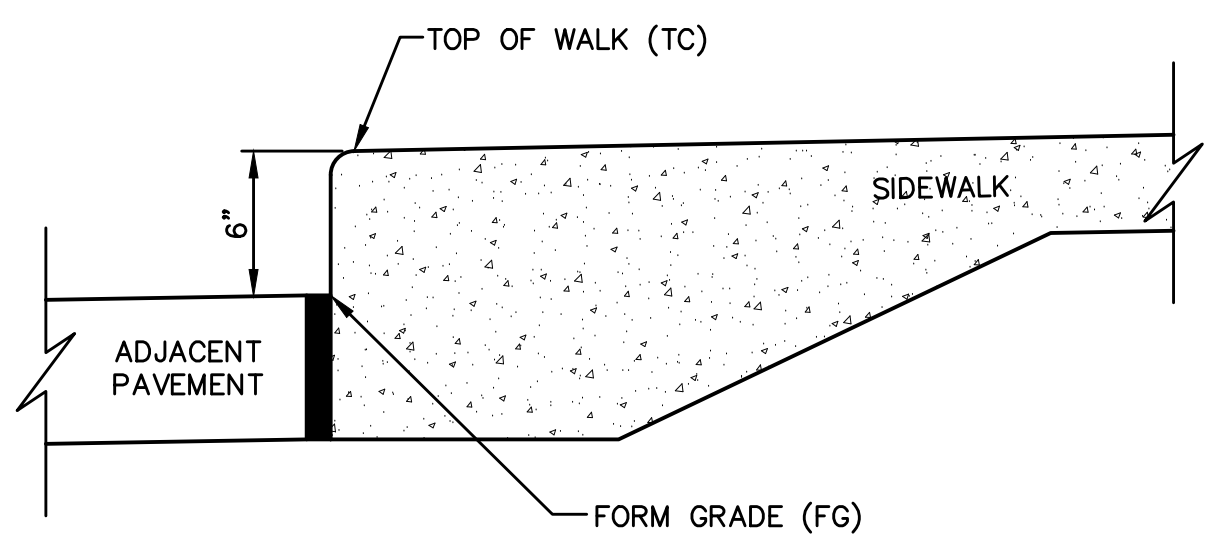
3. CONTROLS AND CONTROL VALVES:

- 1.1. CONTROLLER: AUTOMATIC CONTROLLER, MICROPROCESSOR SOLID STATE CONTROL WITH VISIBLE READOUT DISPLAY, TEMPORARY OVERRIDE FEATURE TO BYPASS CYCLE, TIMER FUNCTION, TIME/STATION SYSTEM, PROGRAMMABLE FOR QUARTER HOUR INCREMENTS, WITH AUTOMATIC START AND SHUTDOWN, RAIN SENSOR CAPABLE OF TURNING OFF THE IRRIGATION SYSTEM IF ADEQUATE RAINFALL IS RECEIVED.
- 1.2. CONTROLLER HOUSING: NEMA 250 TYPE 3; WEATHERPROOF, WATERTIGHT, WITH LOCKABLE ACCESS DOOR.
- 1.3. VALVES: ELECTRIC SOLENOID NORMALLY CLOSED; HYDRAULIC TUBING, WIRING, INCLUDING REQUIRED FITTINGS AND ACCESSORIES
- 1.4. WIRE AND CONDUCTOR COLOR CODED: COPPER CONDUCTOR, DIRECT BURIAL TYPE.
- 1.5. PROVIDE RAIN SENSORS.
- 1.6. DISCONNECT SWITCH: FACTORY MOUNTED DISCONNECT SWITCH IN CONTROL PANEL.

1. VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES AND CONDITIONS PRIOR TO CONSTRUCTION. VERIFY THAT REQUIRED UTILITIES ARE AVAILABLE, IN PROPER LOCATION, AND READY FOR USE.
2. COORDINATE LOCATION OF TRENCHES UNDER PAVING TO ACCOMMODATE SYSTEM.
3. ROUTE PIPING TO AVOID PLANTS, GROUND COVER, AND STRUCTURES
4. TRENCH TO ACCOMMODATE GRADE CHANGES AND SLOPE TO DRAINS. KEEP TRENCHES FREE OF DEBRIS AND MATERIAL THAT ARE DAMAGING TO THE PIPE.
5. PROVIDE FOR THERMAL MOVEMENTS OF COMPONENTS IN SYSTEM.
6. USE THREADED NIPPLES FOR RISERS TO EACH OUTLET.
7. PROVIDE 10 INCH EXPANSION COIL AT EACH CONTROL VALVE AND AT 100 FOOT INTERVALS BURY WIRE BESIDE PIPE. MARK VALVES WITH NEOPRENE VALVE MARKERS CONTAINING LOCKING DEVICE. SET VALVE MARKERS IN 160 PSI PIPE RISERS EXITING FROM TOP OF VALVE TO FINISH GRADE.
8. AFTER PIPING IS INSTALLED AND PRIOR TO INSTALLING OUTLETS AND BACKFILLING, OPEN VALVES AND FLUSH SYSTEM WITH FULL HEAD OF WATER.
9. INSTALL 3 INCH SAND COVER OVER PIPING AND PROTECT PIPE FROM DISPLACEMENT.
10. PRIOR TO BACKFILLING, TEST SYSTEM FOR LEAKS FOR WHOLE SYSTEM MAINTAINING 100 PSI PRESSURE FOR ONE HOUR. SYSTEM IS ACCEPTABLE WHEN NO LEAKAGE OR LOSS OF PRESSURE OCCURS AND SYSTEM SELF DRAINS DURING TEST PERIOD.
11. ADJUST CONTROL SYSTEM TO ACHIEVE TIME CYCLES REQUIRED TO ESTABLISH NEWLY INSTALLED PLANTS.
12. ADJUST HEADS FOR FULL WATER COVERAGE OF PLANTED AREAS.
13. INSTRUCT STORE PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEM, INCLUDING ADJUSTING OF SPRINKLER HEADS. USE OPERATION AND MAINTENANCE MATERIAL AS BASIS FOR DEMONSTRATION.
14. FURNISH THE OPERATION AND MAINTENANCE MATERIALS, TWO EXTRA SPRINKLER HEADS OF EACH TYPE AND SIZE, TWO VALVE KEYS FOR MANUAL VALVES, TWO VALVE BOX KEYS, TWO KEYS FOR VALVE MARKERS, AND TWO WRENCHES FOR EACH HEAD CORE AND FOR REMOVAL AND INSTALLING EACH HEAD TYPE.
15. PROVIDE ONE COMPLETE SPRING SEASON START UP AND FALL SEASON SHUT DOWN.

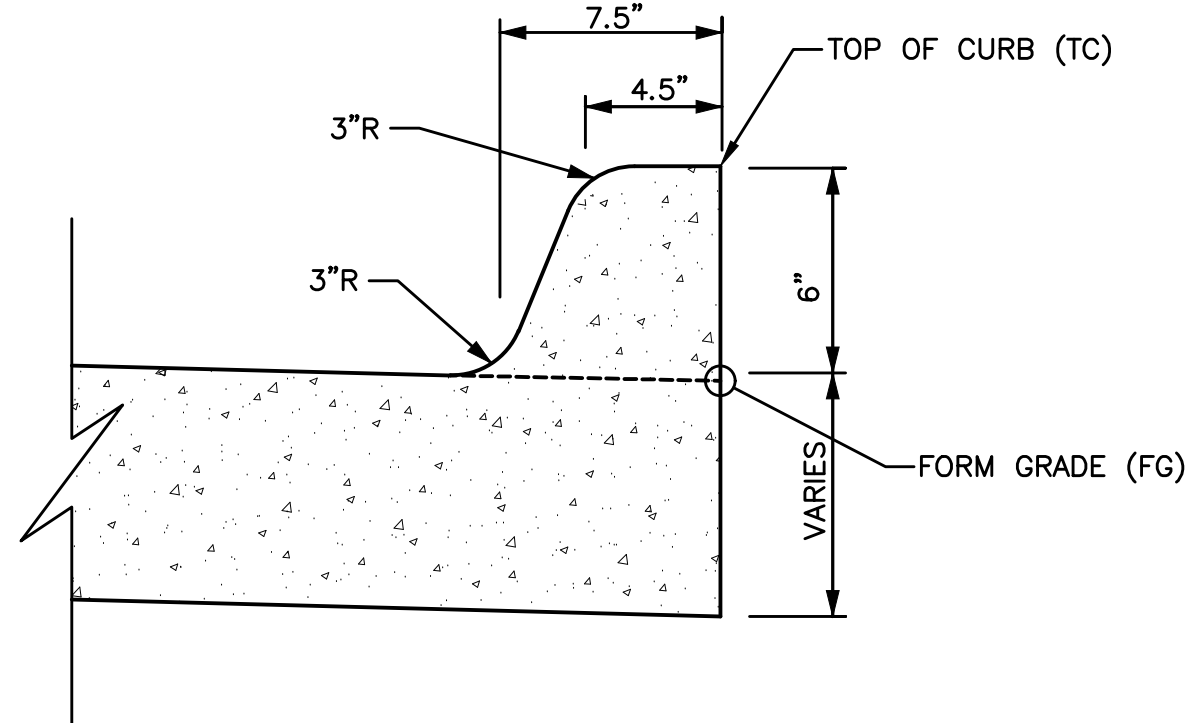
PLANT SCHEDULE				
	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EVERGREEN TREES	9	Black Hills Spruce	<i>Picea glauca 'densata'</i>	B&B, 6' HEIGHT
ORNAMENTAL TREES				
Q	6	Washington Hawthorn	<i>Crataegus phaenopyrum</i>	B&B, 1.5' CALIPER
MS	4	Snowdrift Crab Apple	<i>Malus x 'Snowdrift'</i>	B&B, 1.5' CALIPER
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
QR	6	Shademaster Honey Locust	<i>Gleditsia triacanthos inermis 'Shademaster'</i>	B&B, 2' CALIPER
GS	10	Red Oak	<i>Quercus rubra</i>	B&B, 2' CALIPER
SHRUBS				
BW	43	Wintergreen Boxwood	<i>Buxus microphylla 'Wintergreen'</i>	15' HT
EC	31	Compact Burning Bush	<i>Eonymus alatus 'Compactus'</i>	24" HT.
JM	31	Money Juniper	<i>Juniperus chinensis 'Money'</i>	24" HT.
S	2	Spartan Juniper	<i>Juniperus chinensis 'Spartan'</i>	36" HT.
SL	49	Goldflame Spiraea	<i>Spiraea x bumalda 'Goldflame'</i>	24" HT.
VJ2	2	Mohican Weyring Tree	<i>Viburnum lantana 'Mohican'</i>	36" HT.
PERENNIALS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
CK	10	Karl Foerster Feather Reed Grass	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	1 GAL
HO	10	Stella de Oro Daylily	<i>Hemerocallis x 'Stella de Oro'</i>	1 GAL





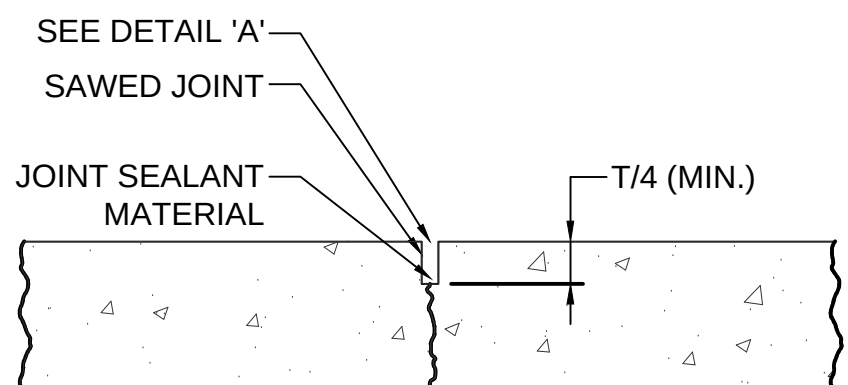
CLASS "A" INTEGRAL CURB AND SIDEWALK AND SPOT ELEVATION REFERENCE DETAIL

1
NOT TO SCALE

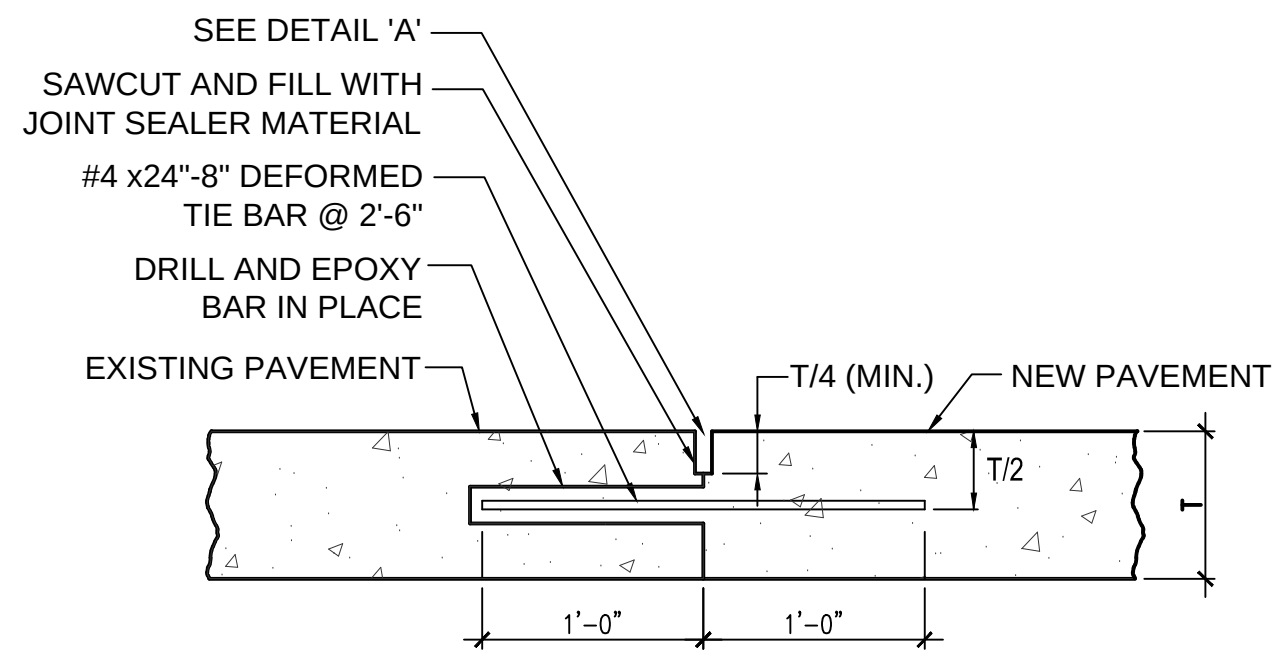


INTEGRAL 6" STANDARD CURB AND SPOT ELEVATION REFERENCE DETAIL

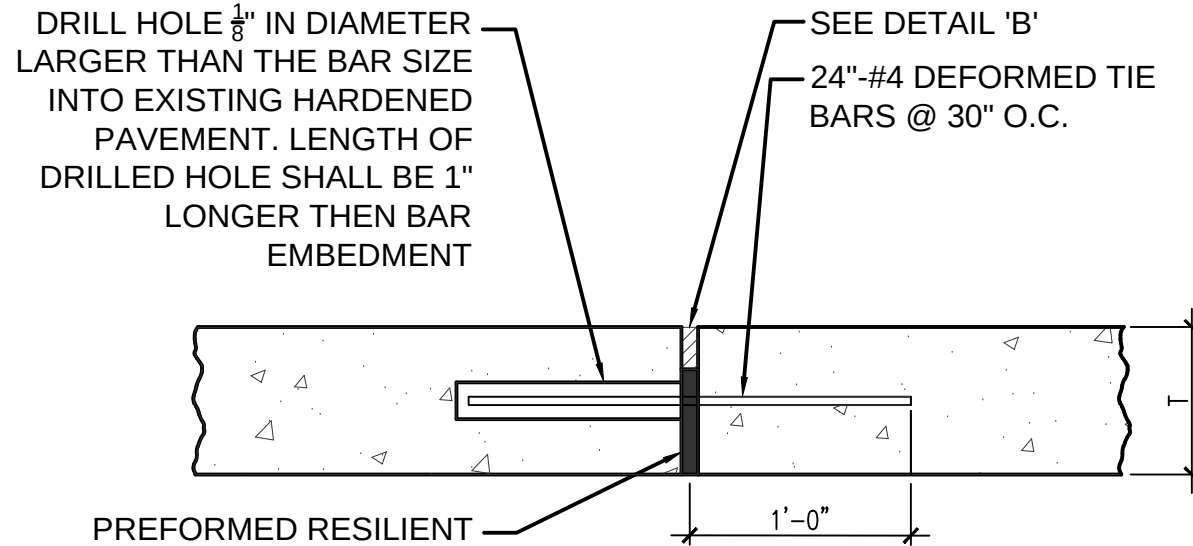
2
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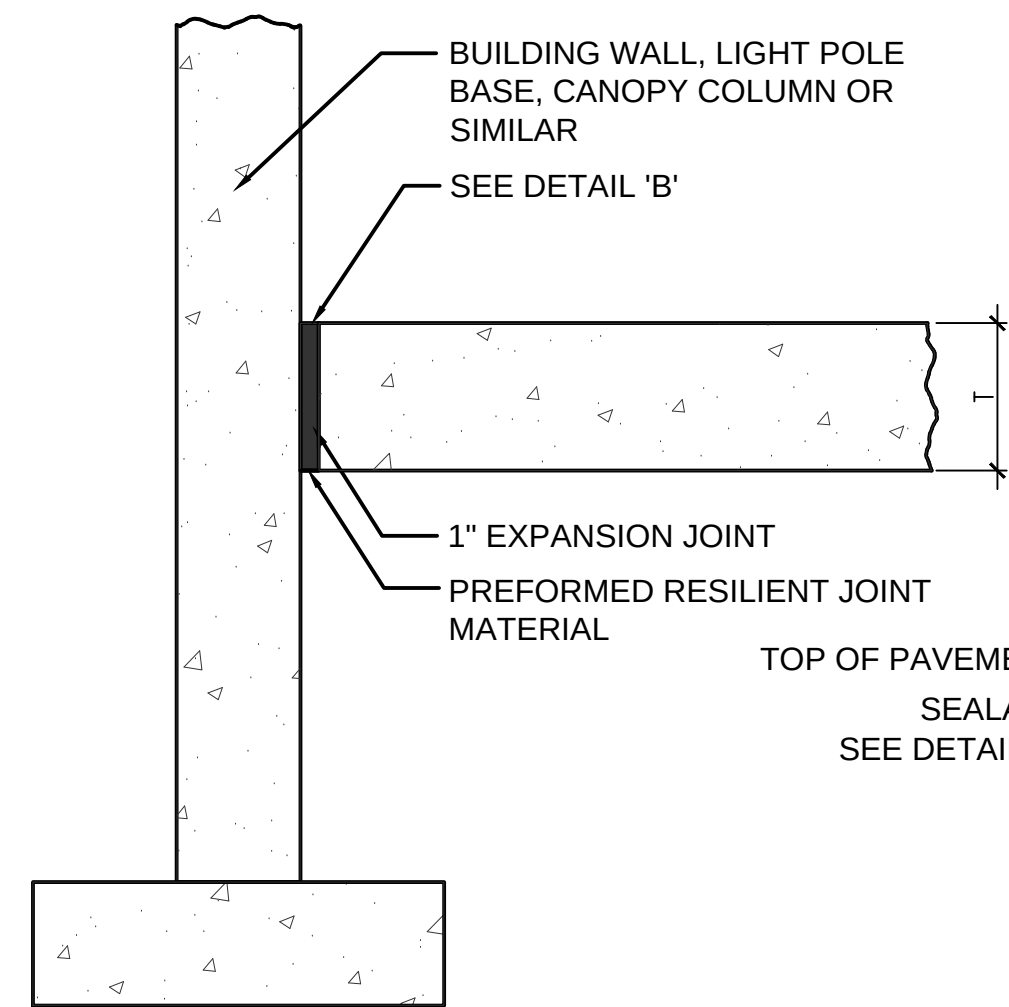
CONTRACTION JOINT



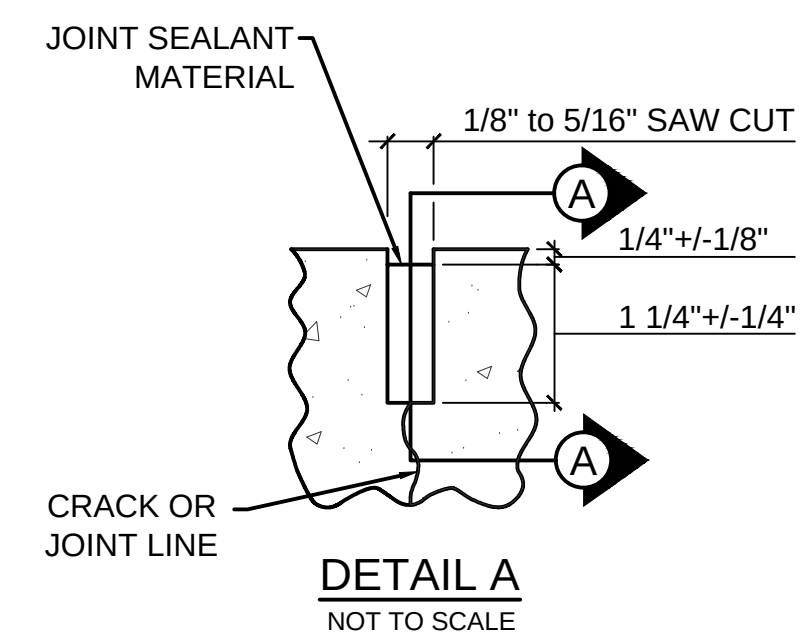
TIED CONTRACTION JOINT



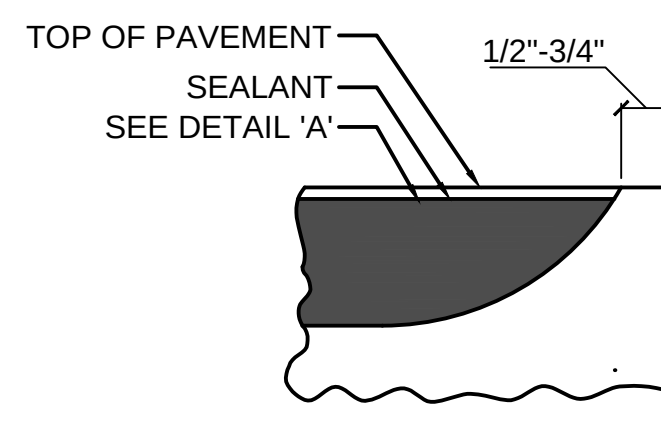
TIED EXPANSION JOINT



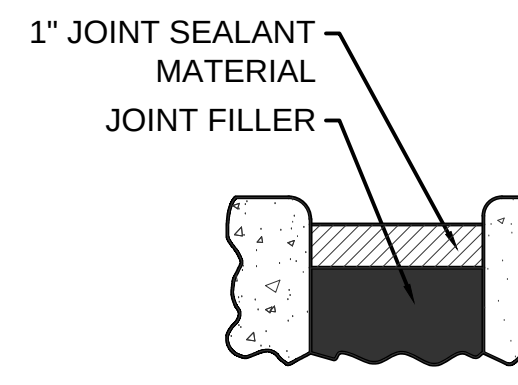
EXPANSION JOINT



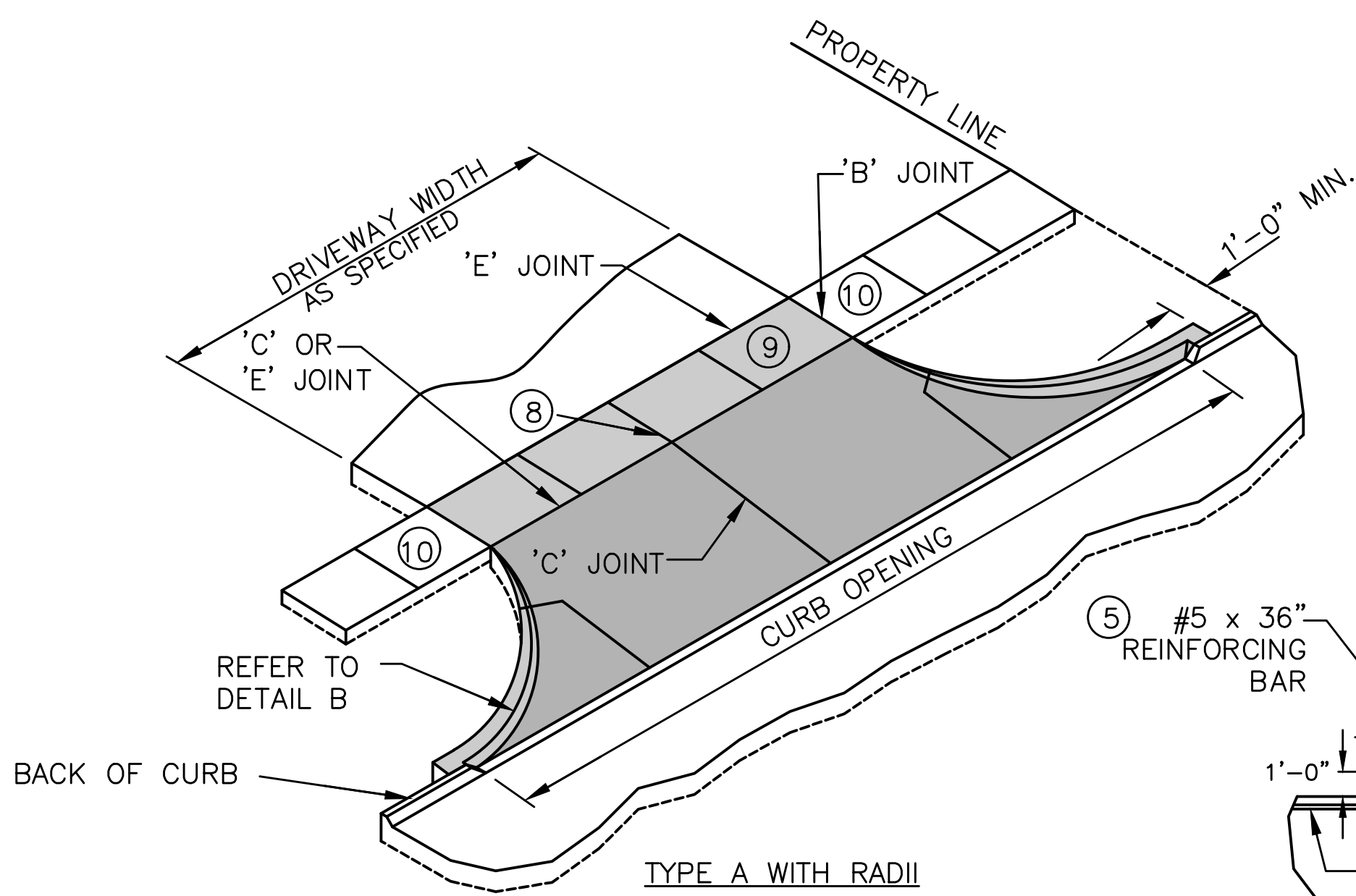
DETAIL A
NOT TO SCALE



SECTION A-A
NOT TO SCALE

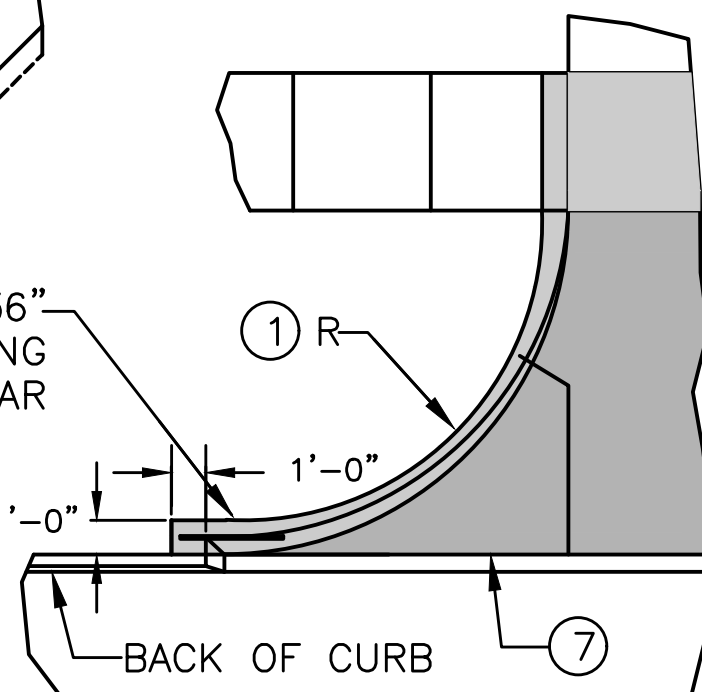


DETAIL B
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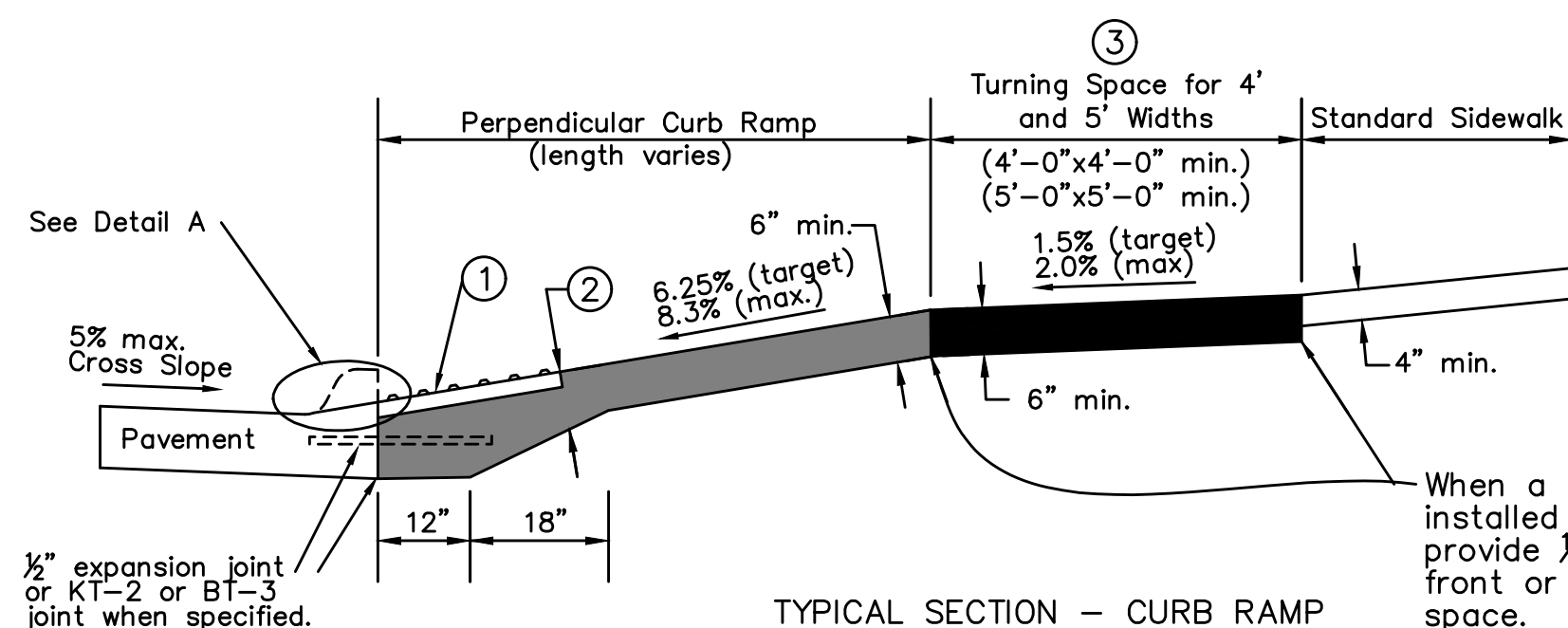
CONCRETE DRIVEWAY TYPE A (MODIFIED)

3
NOT TO SCALE

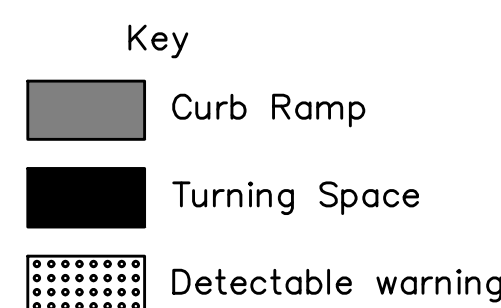


DETAIL B

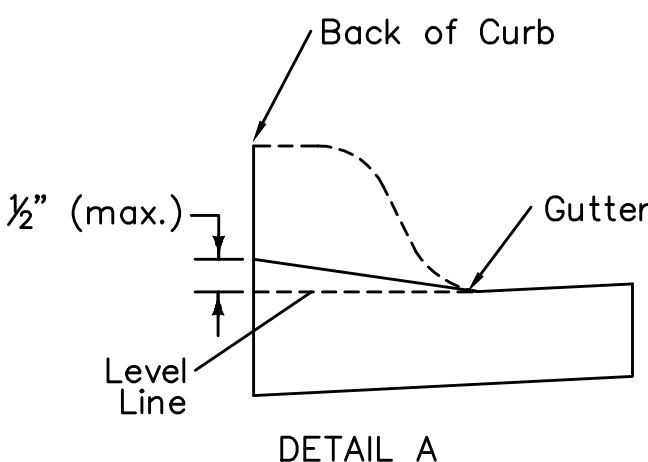
- 1 DRIVEWAY RADIUS (R).
- 3 PAVEMENT THICKNESS. RESIDENTIAL: 6 INCHES MINIMUM. COMMERCIAL AND INDUSTRIAL: 7 INCHES MINIMUM.
- 4 SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.
- 5 CENTER REINFORCING BAR VERTICALLY IN THE PAVEMENT.
- 6 MATCH THICKNESS OF ADJACENT ROADWAY, 8 INCHES MINIMUM.
- 7 PROVIDE 'E' JOINT AT BACK OF CURB UNLESS 'B' JOINT IS SPECIFIED.
- 8 FOR ALLEYS, INVERT THE PAVEMENT CROWN 2% TOWARD CENTER OF ALLEY.
- 9 TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. IF SPECIFIED IN THE CONTRACT DOCUMENTS, CONSTRUCT THE SIDEWALK THROUGH THE DRIVEWAY 5 FEET WIDE TO SERVE AS A PASSING SPACE.
- 10 IF CROSS SLOPE OF ADJACENT SIDEWALK PANEL EXCEEDS 2.0%, REMOVE AND REPLACE TO TRANSITION FROM EXISTING SIDEWALK TO SIDEWALK THROUGH DRIVEWAY. IF ELEVATION CHANGE REQUIRES A CURB RAMP, COMPLY WITH FIGURE 7030.205; VERIFY NEED FOR DETECTABLE WARNING PANEL WITH ENGINEER.



TYPICAL SECTION - CURB RAMP

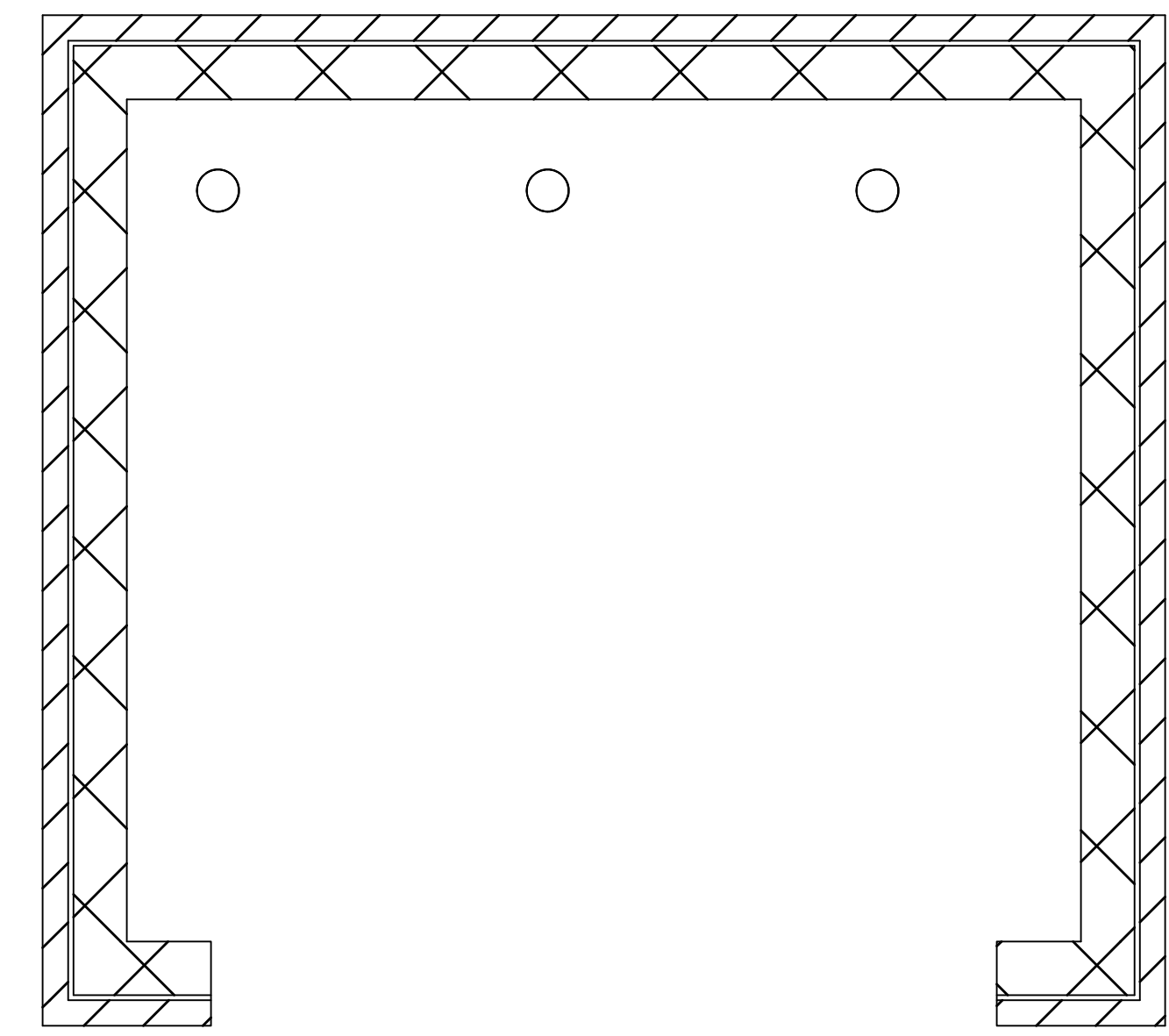


Key

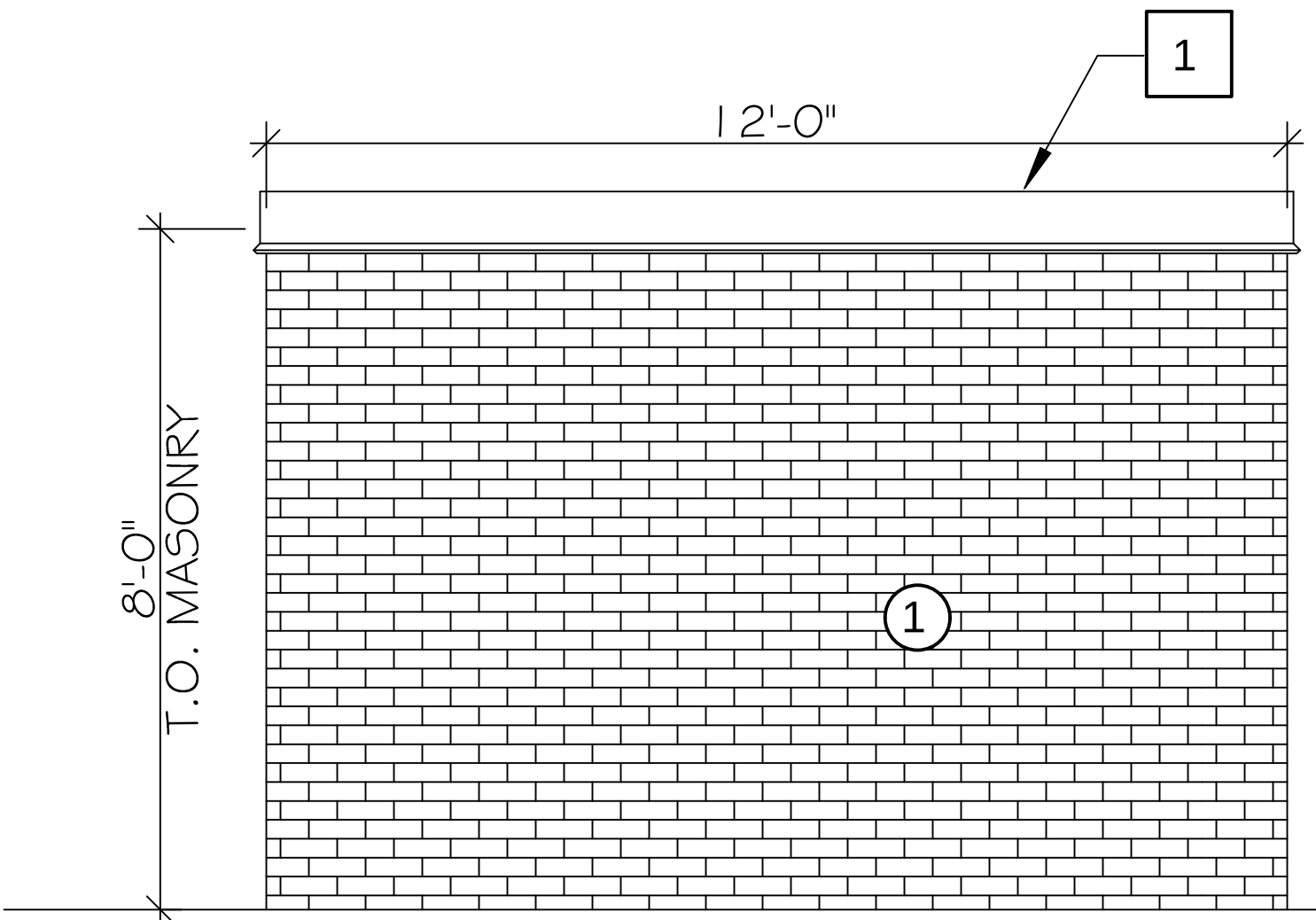


DETAIL A

- 1 Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- 2 Provide a minimum of 6 inches of concrete below the detectable warning panel.
- 3 Target slope of 1.5% with maximum slope perpendicular to the travel directions of 2.0%.



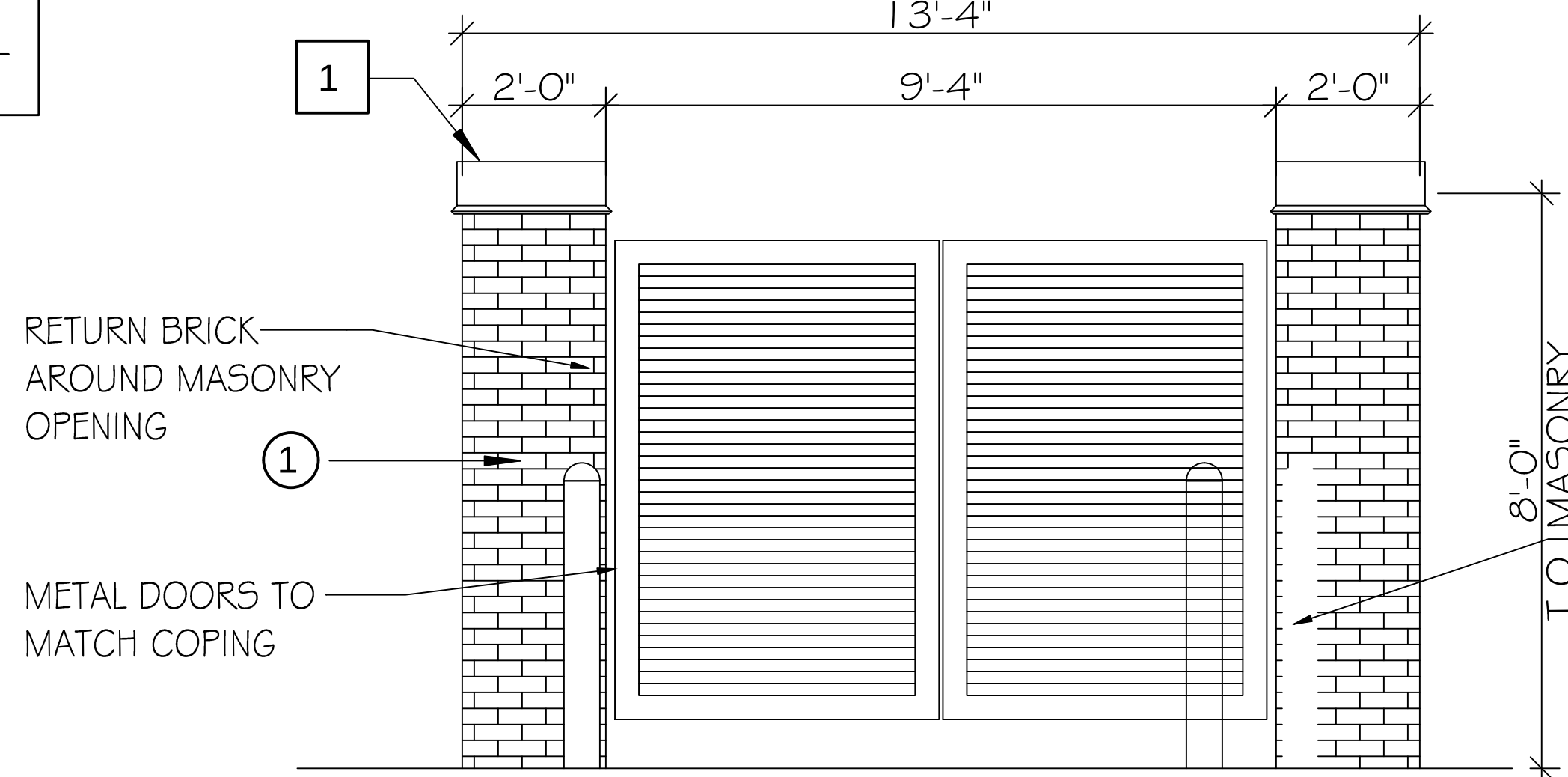
PLAN



SIDE

FOR REFERENCE ONLY.
REFER TO ARCHITECTURAL
PLANS FOR DETAILS.

BOLLARD, SEE
CIVIL DWGS



FRONT

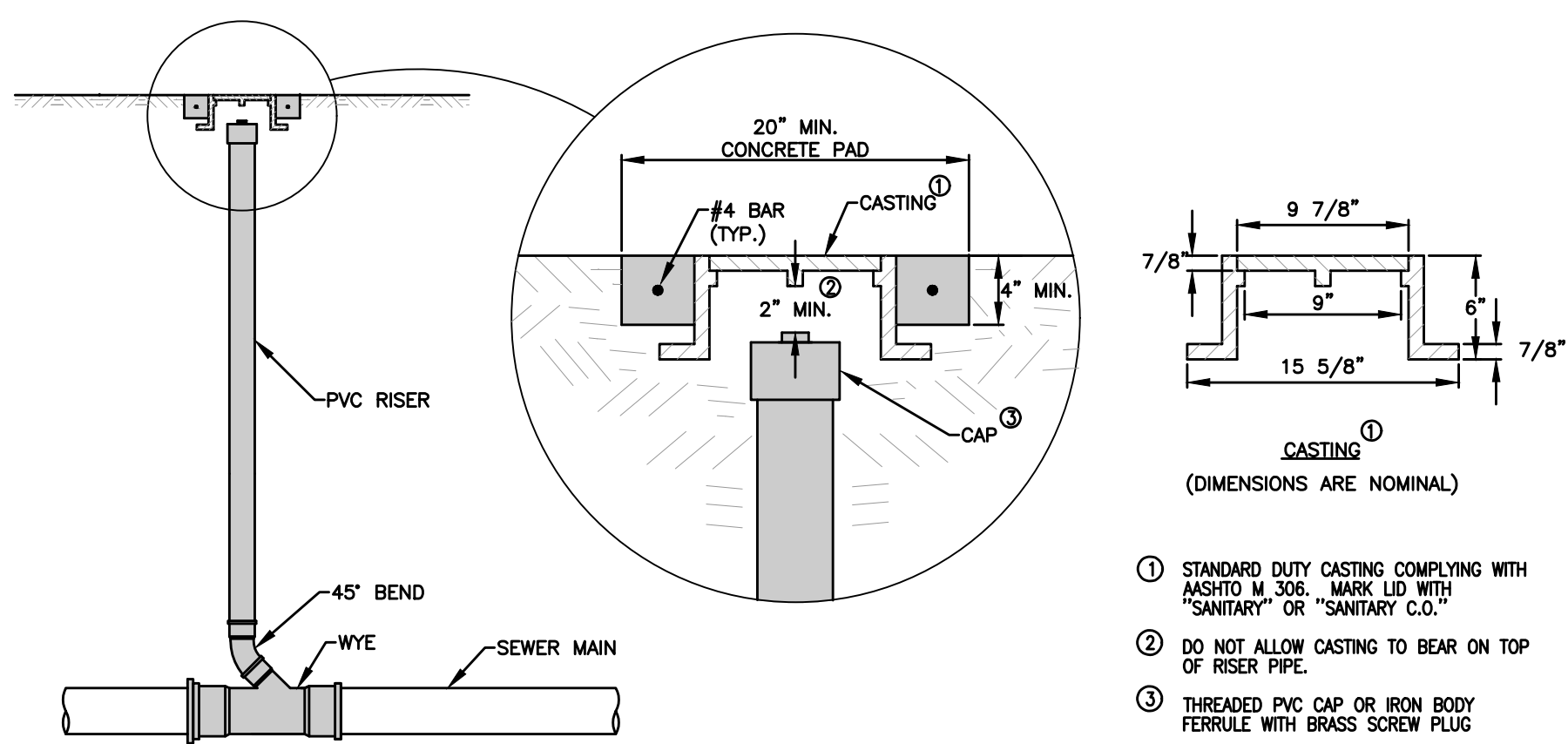
RETURN BRICK
AROUND MASONRY
OPENING

METAL DOORS TO
MATCH COPING

BOLLARD, SEE
CIVIL DWGS

TRASH ENCLOSURE DETAIL

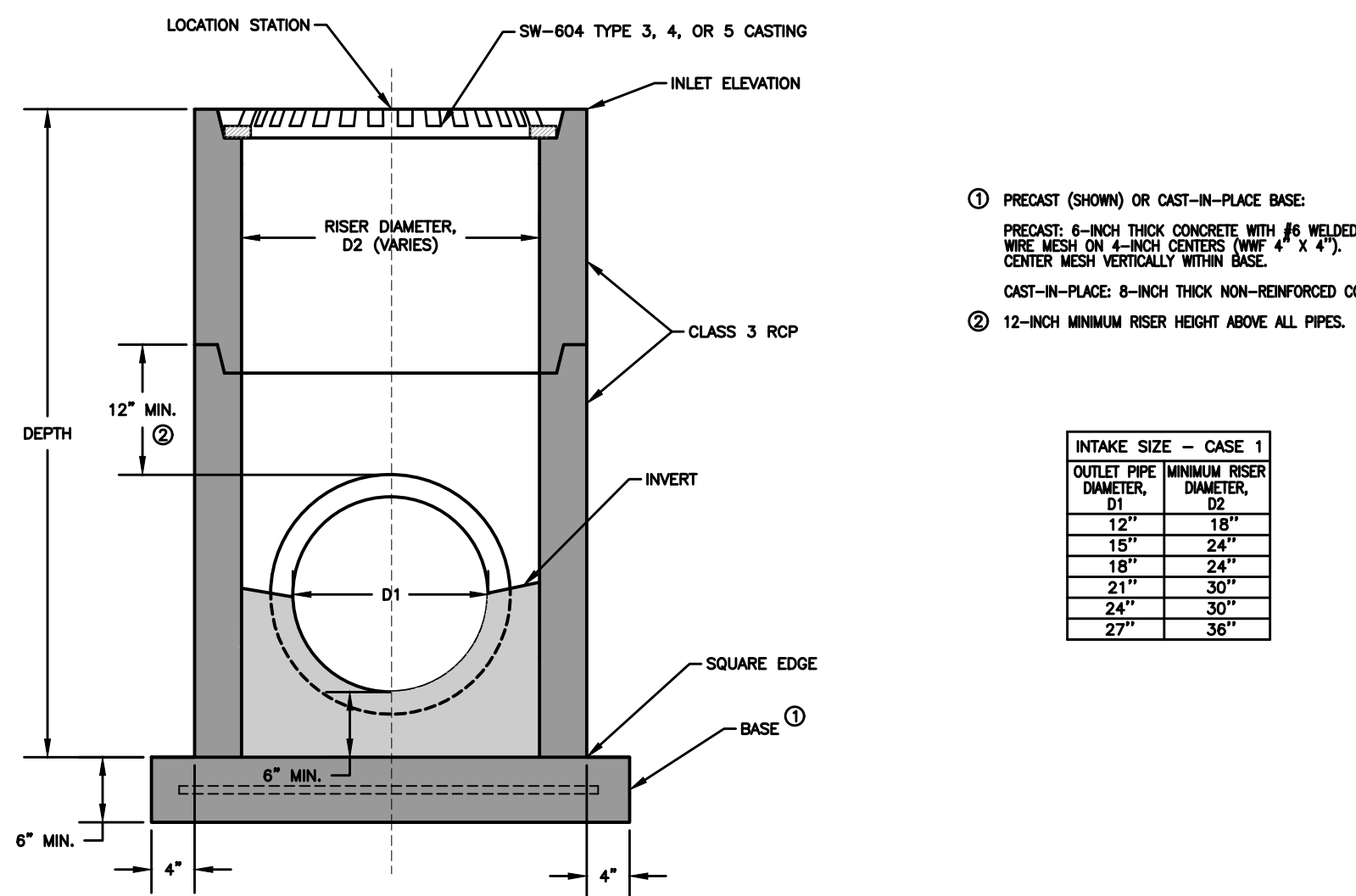
6
NOT TO SCALE



SW-203 SANITARY CLEANOUT

1 SW-203 SANITARY CLEANOUT

NOT TO SCALE



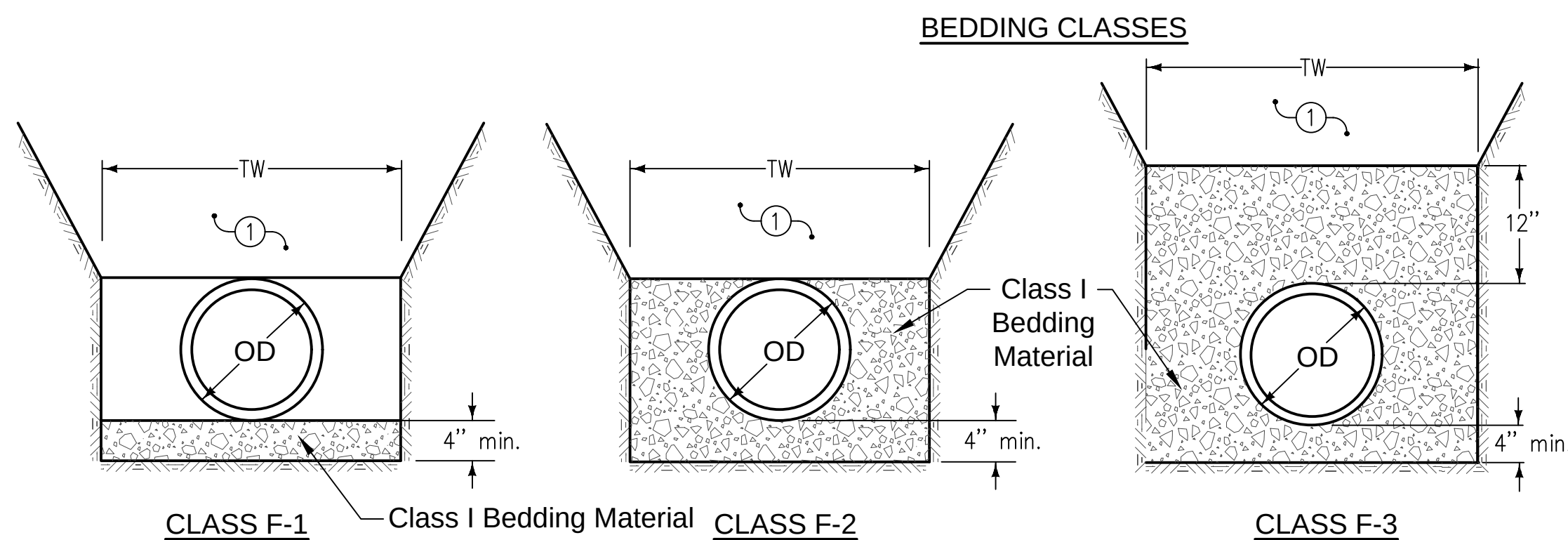
TYPICAL SECTION CASE 1

2 SW-512 CIRCULAR AREA INTAKE

NOT TO SCALE

- PRECAST (SHOWN) OR CAST-IN-PLACE BASE. PREPARED: 8-INCH THICK CONCRETE WITH (A) REINFORCED RISE RISE ON 4-INCH CENTER (MIN. 4" x 4"). COVER: RISE DETAIL WITH RISE.
- 12-INCH MINIMUM RISER HEIGHT ABOVE ALL PIPES.

INTAKE SIZE - CASE 1	OUTLET PIPE DIAMETER, D1	MINIMUM RISER DIAMETER, D2
12"	18"	18"
15"	24"	24"
18"	24"	24"
21"	30"	30"
24"	30"	30"
27"	36"	36"



ALLOWABLE BURY DEPTH

PVC PIPE (Bedding Class F-2 or F-3)

Pipe Diameter (inches)	ASTM D 3034 Solid Wall			ASTM F 679 Solid Wall	ASTM F 949 Corrug. Exterior	ASTM F 1803 Closed Profile	ASTM D 2680 Composite (Truss Type)
	SDR 23.5	SDR 26	SDR 35	SDR 35			
8	30'	28'	24'	---	24'	---	32'
10	30'	28'	24'	---	24'	---	32'
12	30'	28'	24'	---	24'	---	32'
15	30'	28'	24'	---	24'	---	32'
18	---	---	---	24'	24'	---	---
21	---	---	---	24'	24'	24'	---
24	---	---	---	24'	24'	24'	---
27	---	---	---	24'	---	24'	---
30	---	---	---	24'	24'	24'	---
33	---	---	---	24'	---	---	---
36	---	---	---	24'	24'	24'	---
42	---	---	---	24'	---	24'	---
48	---	---	---	24'	---	24'	---
54	---	---	---	---	---	24'	---
60	---	---	---	---	---	24'	---

HDPE PIPE (Bedding Class F-2 or F-3)

Pipe Diameter (inches)	AASHTO M 294
12	8'
15	9'
18	9'
24	9'
30	9'
36	9'
42	8'
48	8'
54	8'
60	8'

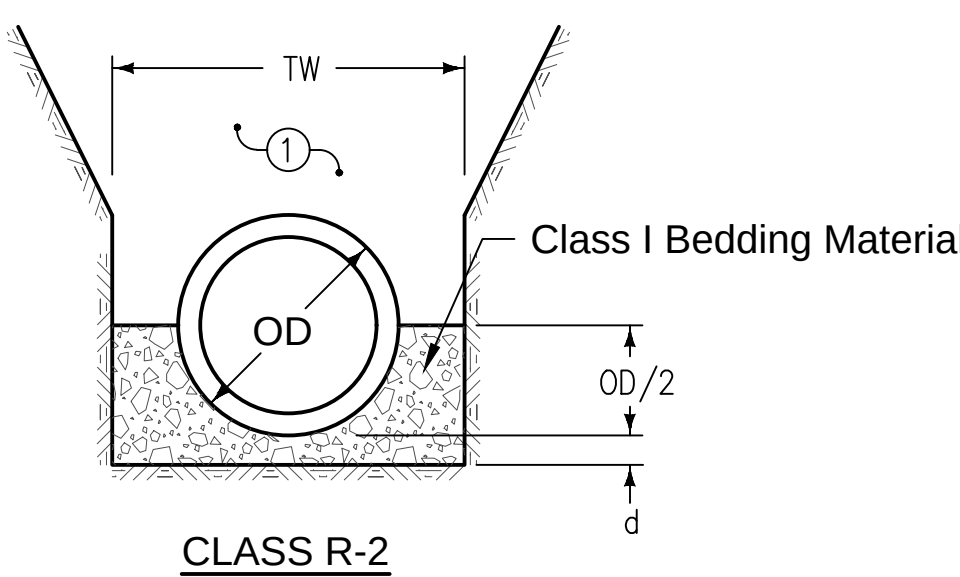
DUCTILE IRON, AWWA C151, CLASS 52 (Bedding Class F-1, F-2 or F-3)

Pipe Diameter (inches)	Class F-1 Bedding	Class F-2 Bedding	Class F-3 Bedding
4	40'	40'	40'
6	40'	40'	40'
8	40'	40'	40'
10	40'	40'	40'
12	37'	40'	40'
14	31'	40'	40'
16	28'	37'	40'
18	25'	34'	40'
20	23'	32'	40'
24	20'	29'	38'
30	18'	23'	31'
36	18'	22'	30'
42	17'	21'	29'
48	16'	19'	27'
54	16'	19'	27'

5 FLEXIBLE GRAVITY PIPE TRENCH BEDDING

NOT TO SCALE

RCP AND VCP PIPE BEDDING

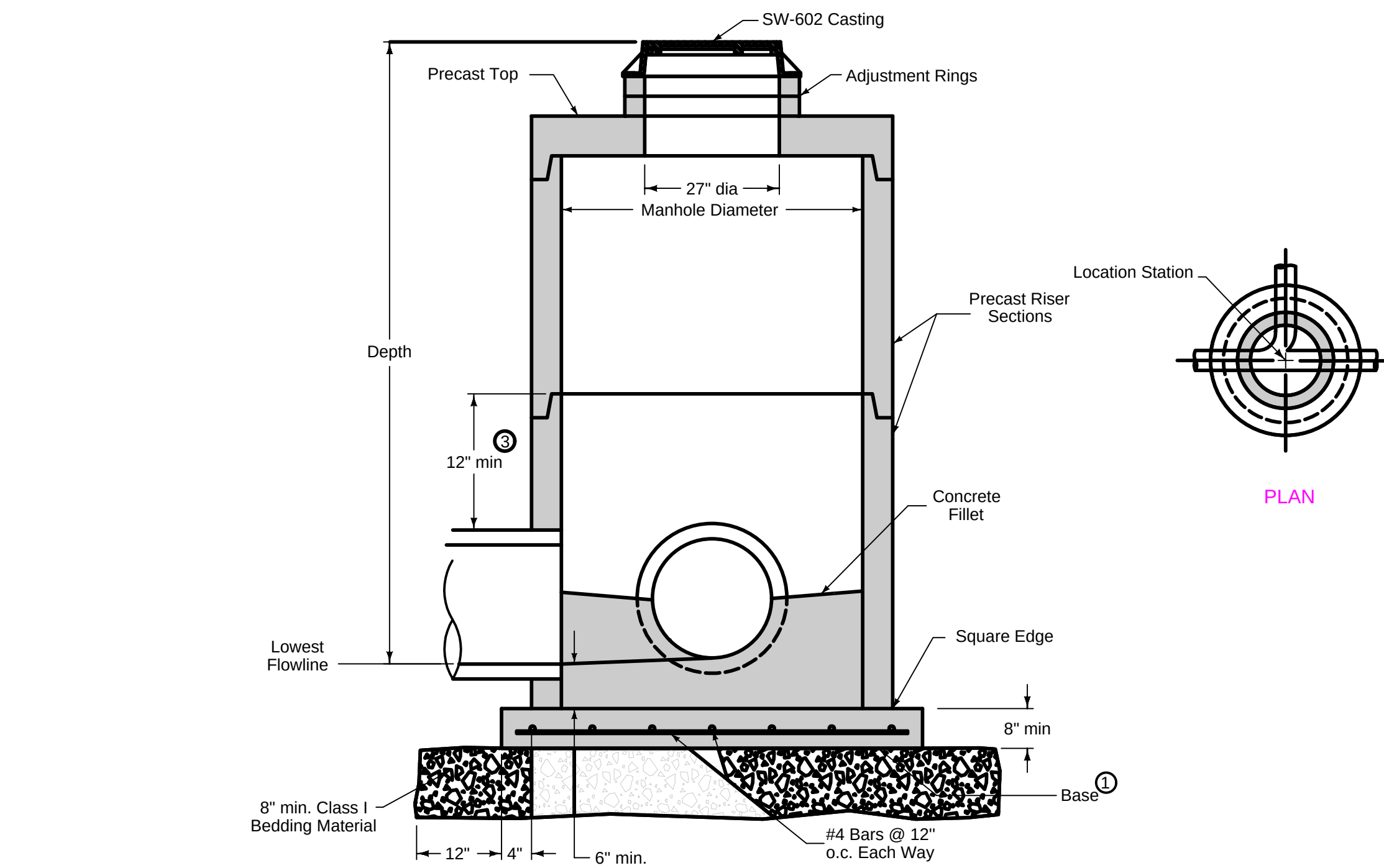


CLASS R-2

Pipe Diameter (inches)	Class R-2 Bedding	Pipe Diameter (inches)	Class R-2 Bedding	Pipe Diameter (inches)	Class R-2 Bedding	Pipe Diameter (inches)	Class R-2 Bedding
12	10'	12	15'	12	23'	6	30'
15	10'	15	16'	15	24'	8	26'
18	11'	18	16'	18	30'	10	23'
21	11'	21	18'	21	40'	12	20'
24	12'	24	23'	24	40'	15	19'
27	15'	27	30'	27	40'	18	18'
30	15'	30	29'	30	40'	21	22'
33	15'	33	28'	33	40'	24	28'
36	15'	36	28'	36	40'	27	30'
42	15'	42	27'	42	40'	30	29'
48	15'	48	26'	48	40'	33	30'
54	15'	54	25'	54	40'	36	30'
60	15'	60	25'	60	40'	39	29'
66	15'	66	25'	66	40'	42	26'
72	15'	72	24'	72	40'		

6 RIGID GRAVITY PIPE TRENCH BEDDING

NOT TO SCALE



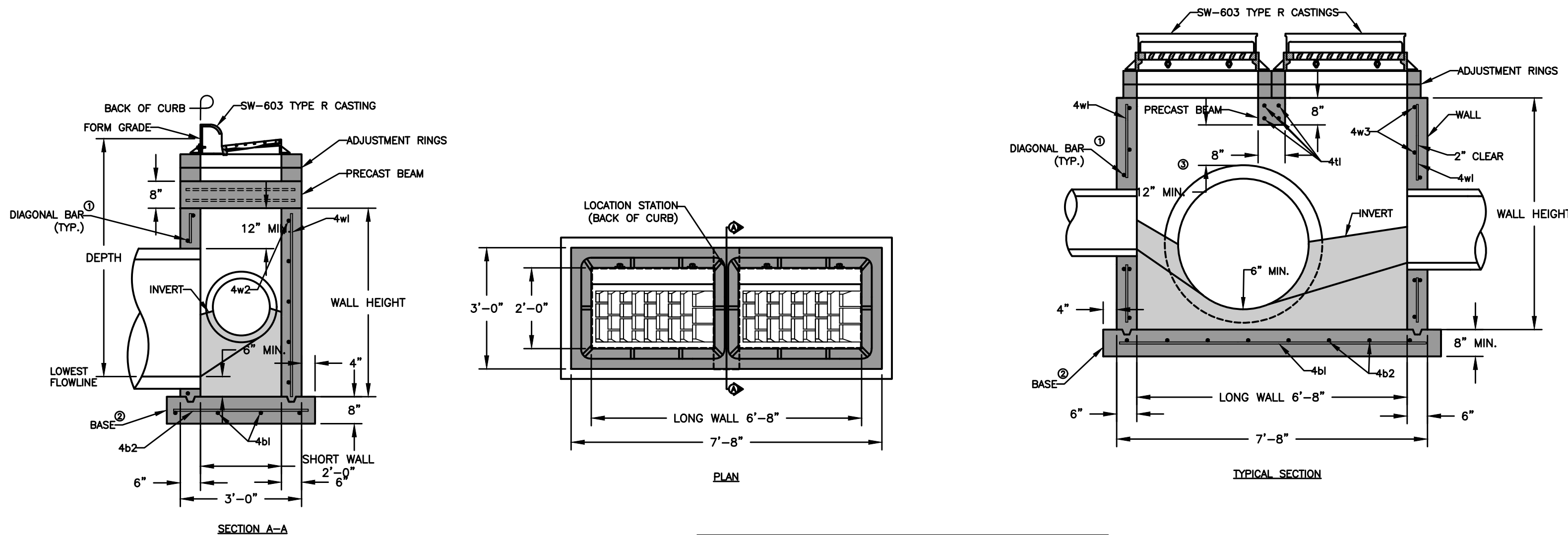
TYPICAL SECTION

3 SW-401 CIRCULAR STORM SEWER MANHOLE

NOT TO SCALE

- Cast-in-place base shown. If base is precast integral with bottom riser, the footprint of the base is not required to extend beyond the outer edge of the riser.
- For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- 12 inch minimum riser height above all pipe openings.

Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes At 180° Separation	Maximum Pipe Diameter (inches) for 2 Pipes At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42



REFER TO SW-514 FOR BOXOUT DETAILS.

- INSTALL FOUR #4 DIAGONAL BARS AT ALL PIPE OPENINGS.
- CAST-IN-PLACE BASE SHOWN. IF BASE IS PRECAST INTEGRAL WITH WALLS, THE FOOTPRINT OF THE BASE IS NOT REQUIRED TO EXTEND BEYOND THE OUTER EDGE OF THE WALLS.
- 12 INCH MINIMUM WALL HEIGHT ABOVE ALL PIPES.

MARK	SIZE	LOCATION	SHAPE	COUNT	LENGTH	SPACING
411	4	BEAM	---	4	2'-8"	4"
401	4	BASE	---	4	7'-10"	10"
402	4	BASE	---	8	3'-2"	12"
401	4	WALLS	---	20	WALL HEIGHT MINUS 4"	12"
402	4	LONG WALLS	---	VARIES	7'-4"	12"
403	4	SHORT WALLS	---	VARIES	2'-8"	12"

MAXIMUM PIPE DIAMETERS	PRECAST	CAST-IN-PLACE
PIPE LOCATION	STRUCTURE	STRUCTURE
SHORT WALL	15"	18"
LONG WALL	60"	66"

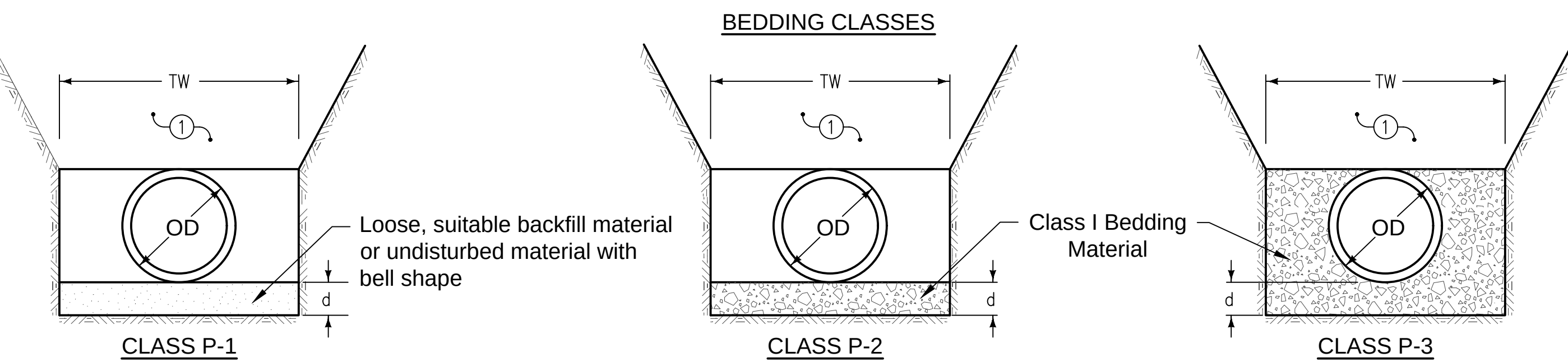
SW-505 DOUBLE GRATE INTAKE

4 SW-503 DOUBLE GRATE INTAKE

NOT TO SCALE

7 PRESSURE PIPE TRENCH BEDDING

NOT TO SCALE



ALLOWABLE BURY DEPTH

DUCTILE IRON, AWWA C151, CLASS 52

Pipe Diameter (inches)	Class F-1 Bedding	Class F-2 Bedding	Class F-3 Bedding
4	40'	40'	40'
6	40'	40'	40'
8	40'	40'	40'
10	36'	40'	40'
12	31'	40'	40'
14	26'	40'	40'
16	23'	37'	40'
18	20'	34'	40'
20	18'	32'	40'
24	16'	29'	38'
30	13'	23'	31'
36	13'	22'	30'
42	13'	21'	29'
48	13'	19'	27'
54	13'	19'	27'

PVC, AWWA C900 & C905, DR18

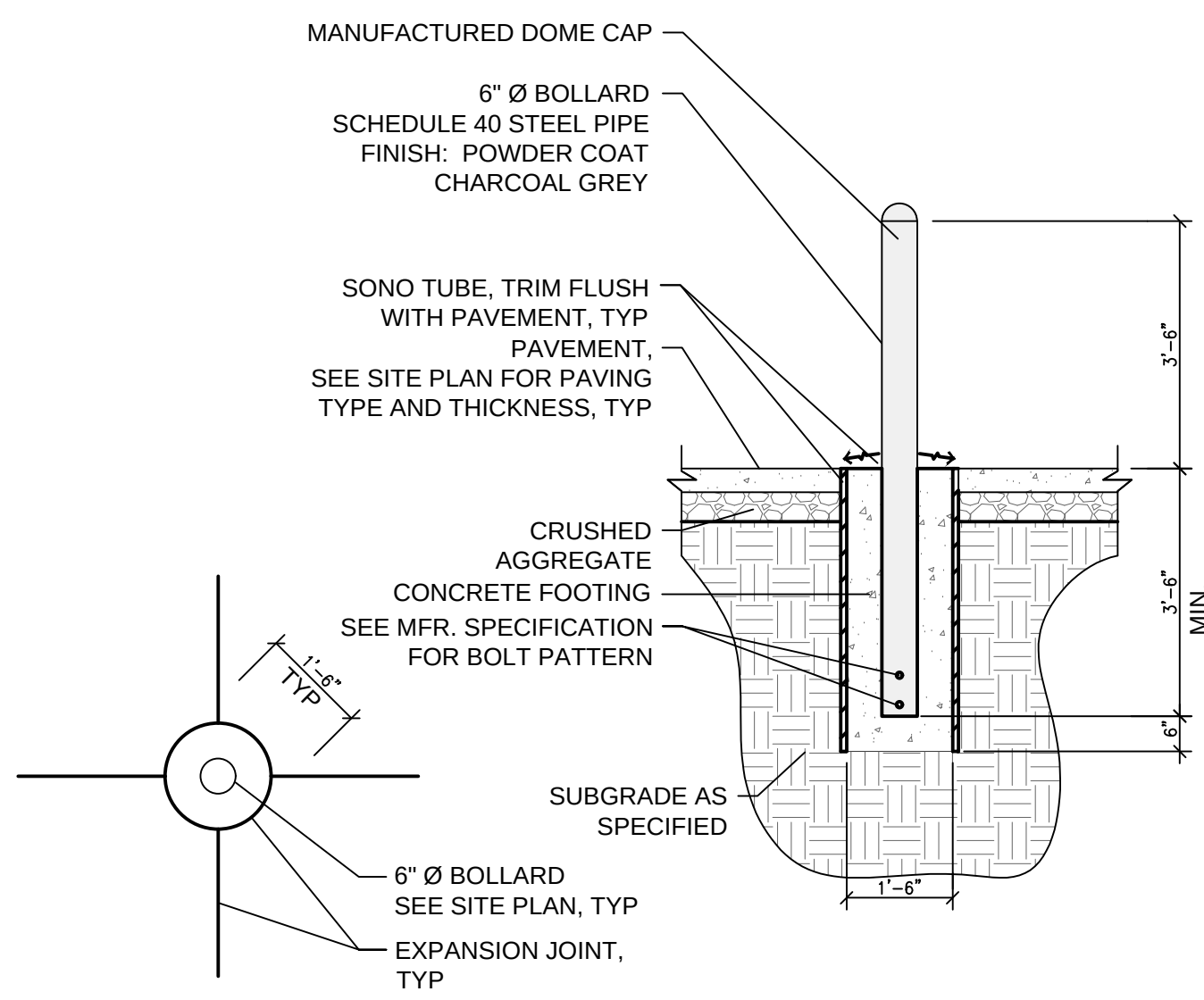
Pipe Diameter (inches)	Class P-1 Bedding	Class P-2 Bedding	Class P-3 Bedding
4	19'	23'	40'
6	19'	23'	40'
8	19'	23'	40'
10	19'	23'	40'
12	19'	23'	40'
14	19'	23'	40'
16	19'	23'	40'
18	19'	23'	40'
20	19'	23'	40'
24	19'	23'	40'

SIEVE	PERCENT PASSING
1 1/2"	100
1"	95-100
3/4"	25-60
No.4	0-10
No.8	0-5

- PLACE REMAINDER OF BEDDING AND BACKFILL MATERIAL AS SPECIFIED IN THE GEOTECHNICAL REPORT. SAMPLES OR BACKFILL MATERIAL SHALL BE SUBMITTED TO AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT. FROZEN MATERIAL SHALL NOT BE USED AND MATERIAL SHALL BE FREE OF ORGANIC MATTER AND DEBRIS. BACKFILL SHALL BE PLACED IN 9" LOOSE LIFTS AND COMPACTED TO 98% OF THE MATERIALS MAXIMUM STANDARD PROCTER DRY DENSITY.

KEY

OD = Outside diameter of pipe
TW = Trench width at top of pipe
Min. = OD + 18 inches
d = Depth of bedding material below pipe:
OD/8 or 4 inches (whichever is greater)



1 BOLLARD DETAIL

NOT TO SCALE

NOTE: SEE ARCHITECTURAL PLANS FOR BOLLARD LOCATIONS AND SIZES



12"x18" WHITE ON BLUE BACKGROUND, ORDER FROM: SIGNBOOK@HY-VEE.COM

CONTRACTOR TO VERIFY SIGN GRAPHICS AND INSTALLATION WITH STATE AND LOCAL CODES

- A. 2 SIGNS ON SAME POST, 'HANDICAP PARKING' UPPER AND 'FINE' LOWER
B. 'RESERVED PARKING' SINGLE SIGN

SIGNS MAY BE MOUNTED ON WALLS WHERE POSSIBLE

SIGN TO BE ORDERED FROM: SIGNBOOK@HY-VEE.COM, CENTER IN FRONT OF EACH SPACE

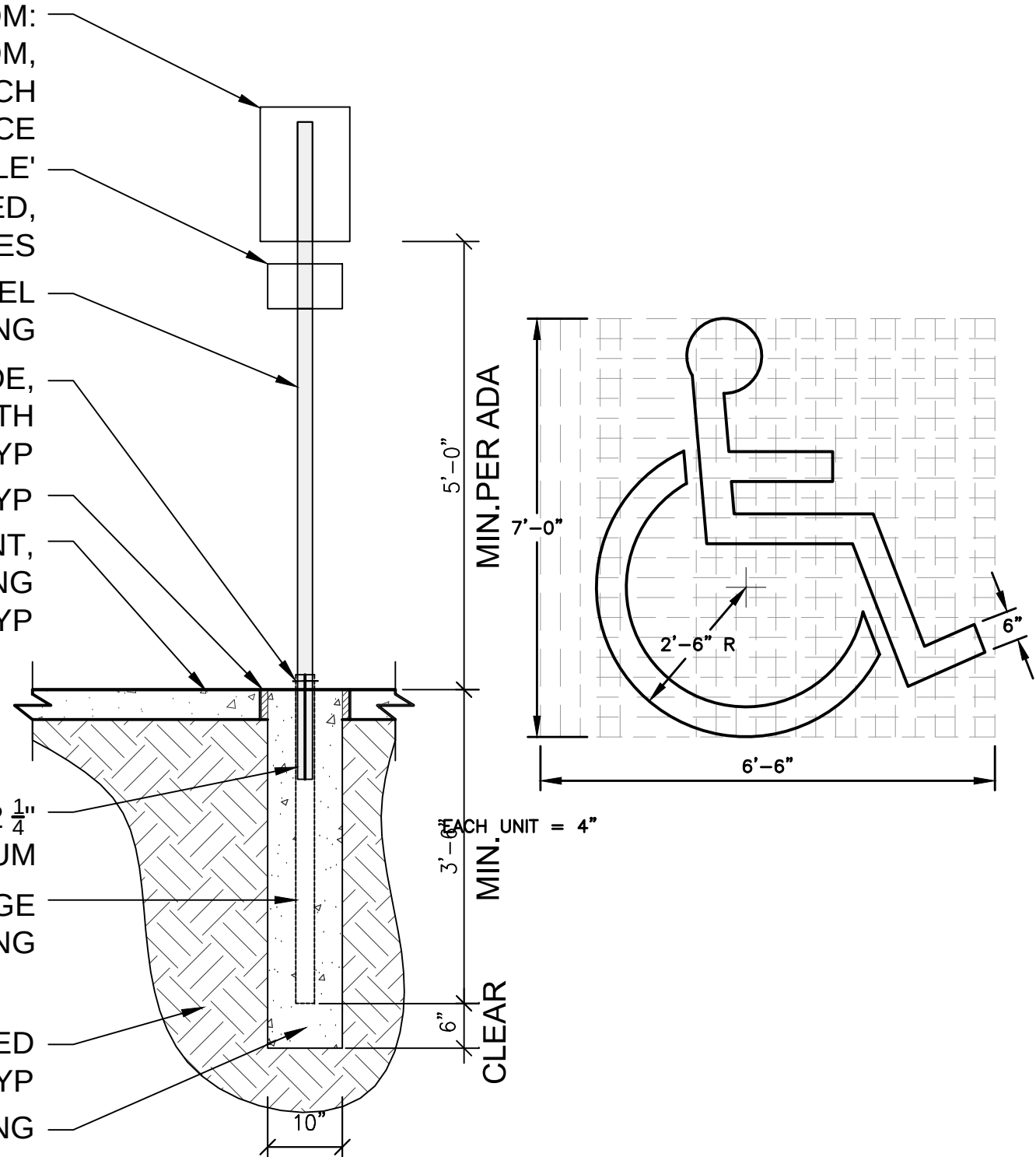
'VAN ACCESSIBLE'

\$200 FINE SIGN REQUIRED, VERIFY WITH LOCAL CODES
2" SQUARE, 12 GAUGE STEEL TUBING

2" REVEAL ABOVE FINISH GRADE, ATTACH POST TO SLEEVE WITH CORNER BOLT, TYP
EXPANSION JOINT, TYP
PAVEMENT
SEE SITE PLAN FOR PAVING TYPE AND THICKNESS, TYP

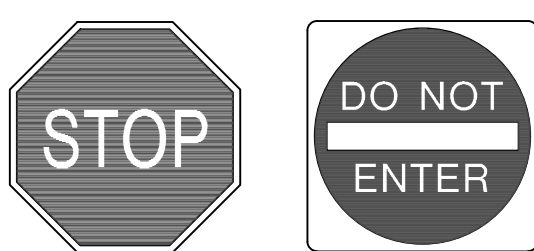
INSERT 2" POST INTO 2 1/4" POST, 12" MINIMUM
2 1/4" x 2 1/4" SQUARE, 12 GAUGE STEEL TUBING

COMPACTED SUBGRADE, TYP
CONCRETE FOOTING



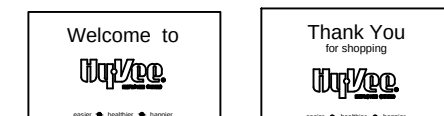
2 ADA SIGNAGE DETAILS

NOT TO SCALE



24"x24" WHITE LETTERING ON RED BACKGROUND, ORDER FROM: SIGNBOOK@HY-VEE.COM

- A. 'STOP' SINGLE SIGN
B. 'DO NOT ENTER' ON SAME SIGN POST AS 'STOP' SIGN (OPPOSITE SIDE)



SIGNAGE, ORDER FROM: SIGNBOOK@HY-VEE.COM

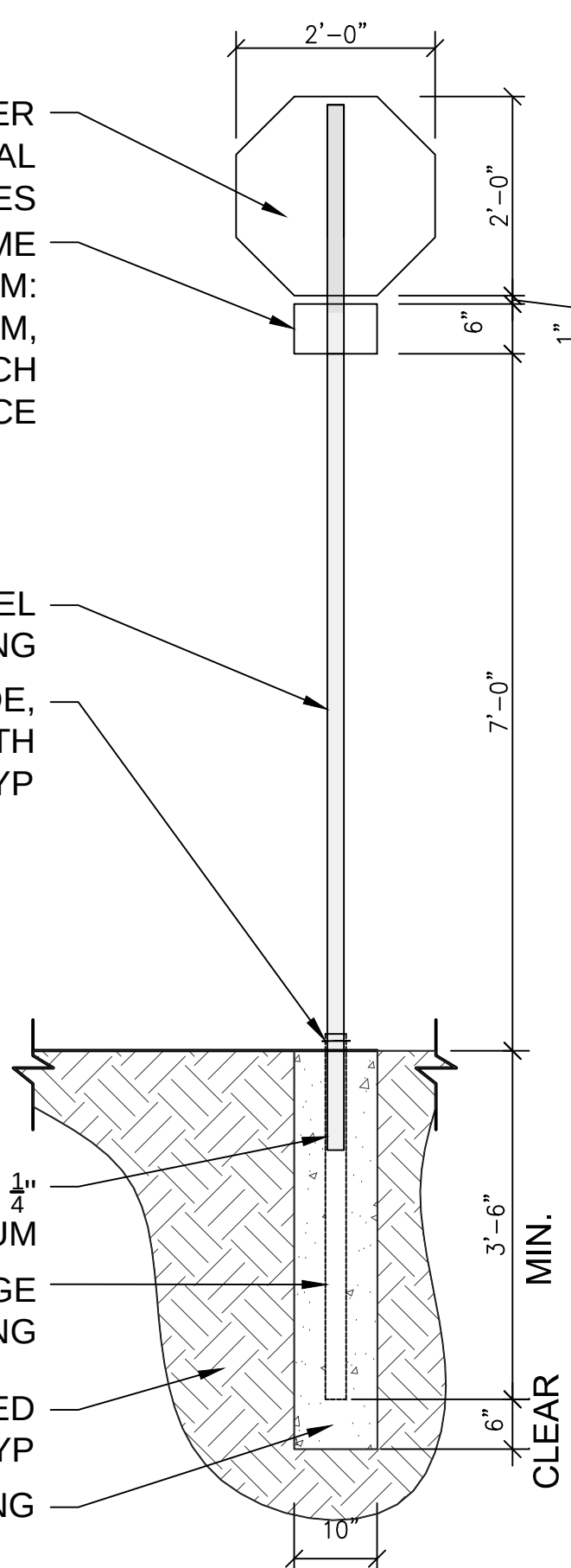
- A. 2 SIGNS ON SAME POST 'STOP' UPPER AND 'THANK YOU' LOWER
B. 'WELCOME' SINGLE SIGN

CONTRACTOR TO VERIFY SIGN GRAPHICS AND INSTALLATION WITH STATE AND LOCAL CODES

2" SQUARE, 12 GAUGE STEEL TUBING
2" REVEAL ABOVE FINISH GRADE, ATTACH POST TO SLEEVE WITH CORNER BOLT, TYP

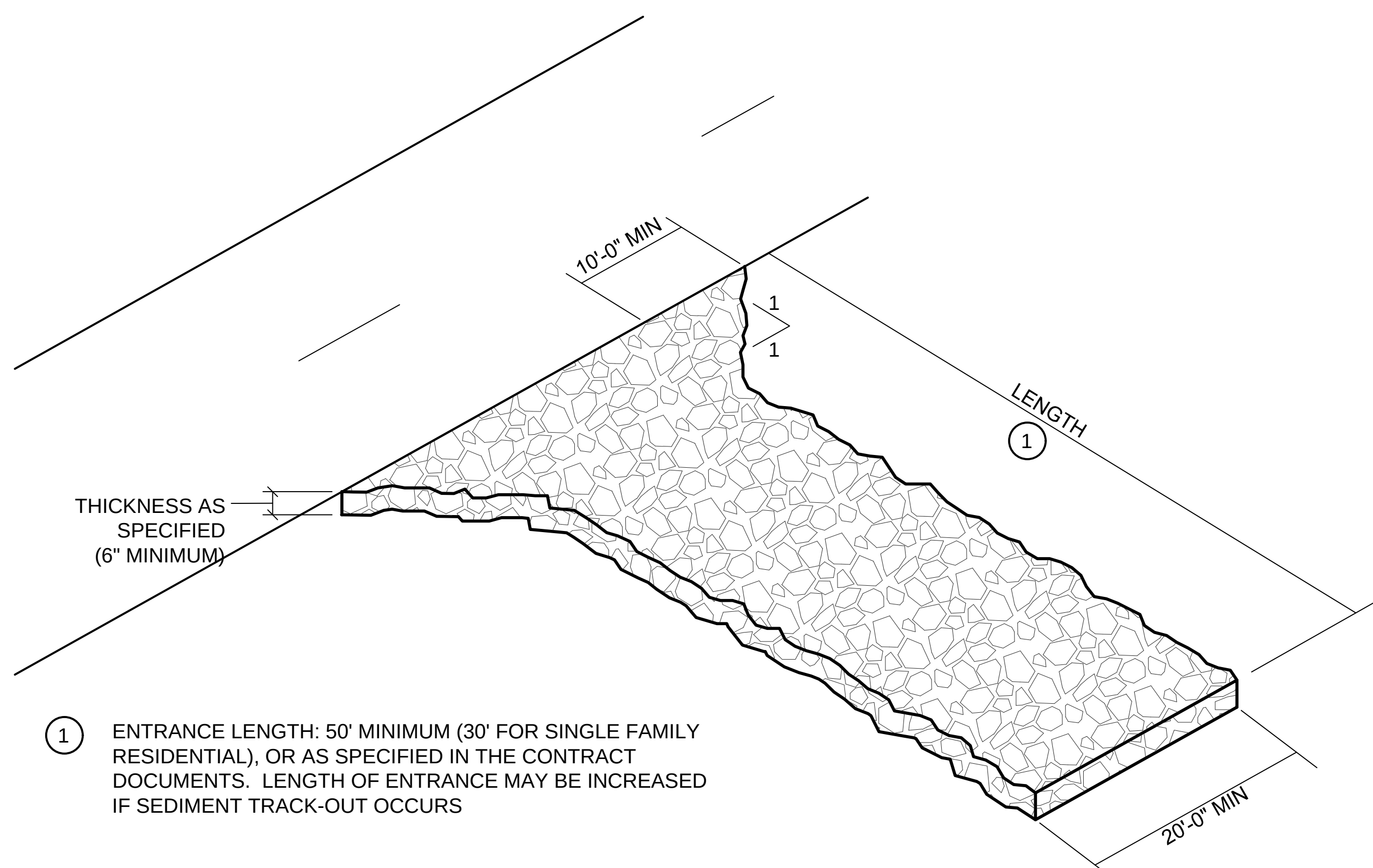
INSERT 2" POST INTO 2 1/4" POST, 12" MINIMUM
2 1/4" x 2 1/4" SQUARE, 12 GAUGE STEEL TUBING

COMPACTED SUBGRADE, TYP
CONCRETE FOOTING



3 STOP SIGN ASSEMBLY

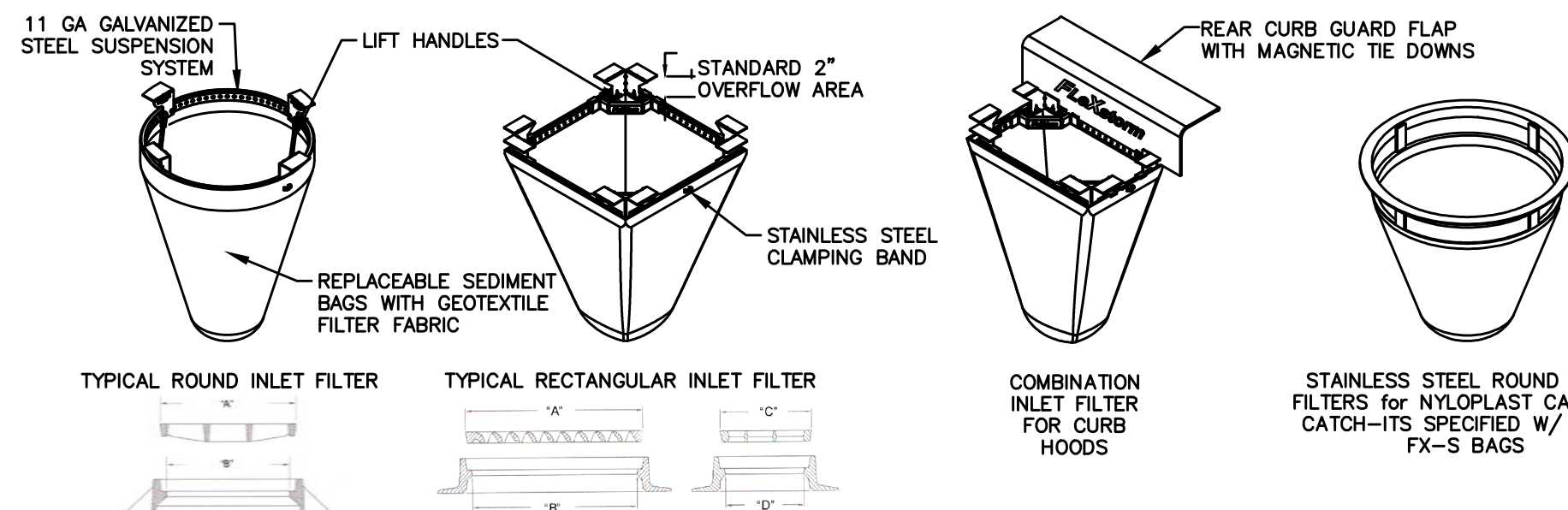
NOT TO SCALE



- 1 ENTRANCE LENGTH: 50' MINIMUM (30' FOR SINGLE FAMILY RESIDENTIAL), OR AS SPECIFIED IN THE CONTRACT DOCUMENTS. LENGTH OF ENTRANCE MAY BE INCREASED IF SEDIMENT TRACK-OUT OCCURS

4 STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

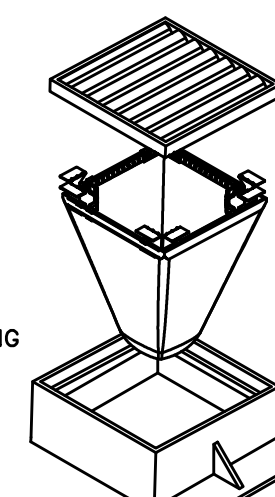


1. IDENTIFY YOUR FRAME STYLE AND SIZE		Frame P/N
FRAME STYLE	FRAME SIZE	
ROUND	Small Round (20" x 20" x 20" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Large Round (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625RD
	Small Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625RD
	Large Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625RD
RECT	Small Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Large Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Small Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Large Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
COMB	Small Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Large Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Small Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Large Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
SS ROUND	Small Round (20" x 20" x 20" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Large Round (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Small Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD
	Large Rect (24" x 24" x 24" (6" deep)) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	625SD

SPECIFICATIONS FOR STANDARD BASES BY NOMINAL SIZE			
Nominal Size	Set in Storage	Filtered Flow Rate at 50% Min. (GPM)	5. Maximum
Small	4.5	1.2	0.5
Medium	2.1	1.2	1.5
Large	3.8	2.2	1.5
XL	4.2	3.8	2.6

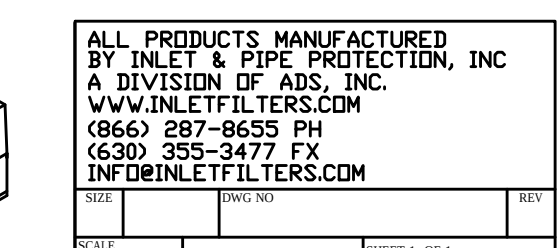
NOTES:

- ALL FRAMING IS CONSTRUCTED OF CORROSION RESISTANT STEEL (ZINC PLATED OR GALVANIZED) FOR 7 YEAR MINIMUM SERVICE LIFE.
- UPON ORDERING CONFIRMATION OF THE DOT CALLOUT, PRECAST OR CASTING MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE YOUR CUSTOMIZED FLEXSTORM INLET FILTER. PART NUMBER ALONE IS NOT SUFFICIENT.
- FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM



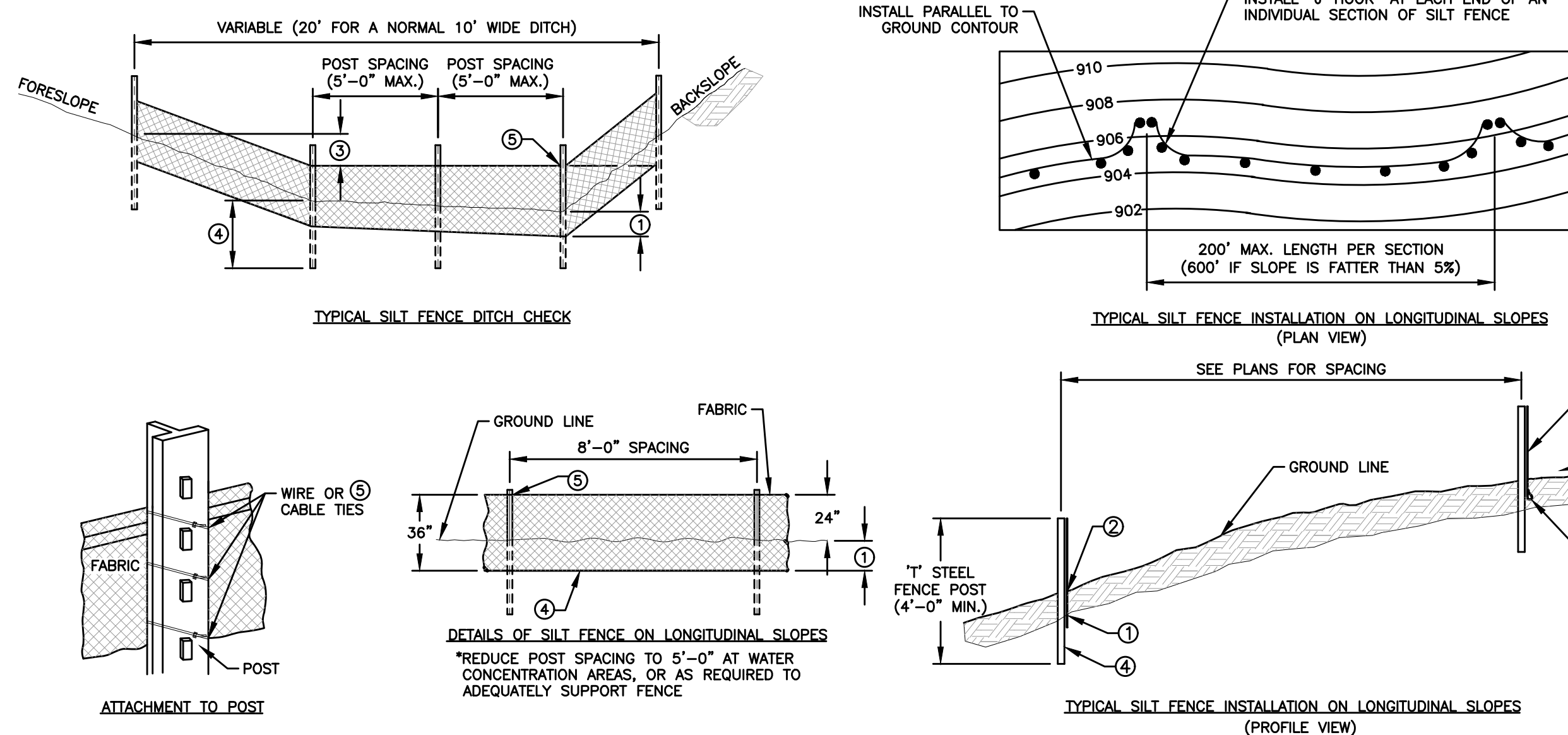
INSTALLATION:

- REMOVE GRATE
- DROP FLEXSTORM INLET FILTER ONTO LOAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE
- REPLACE GRATE



5 FLEXSTORM INLET PROTECTION DEVICE

NOT TO SCALE

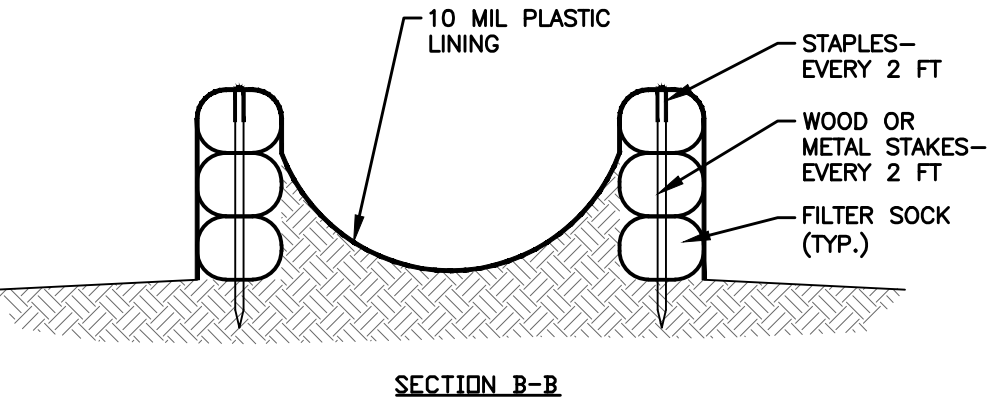
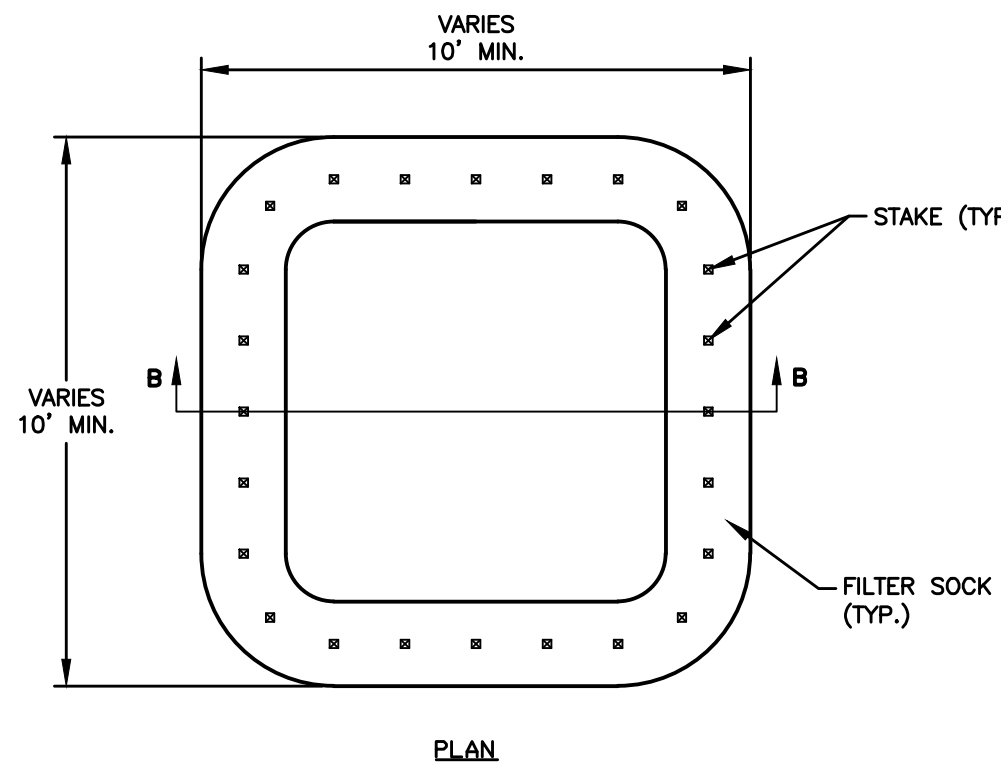


GENERAL NOTES:

- INSTALL SILT FENCE ACCORDING TO THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS AND AT LOCATIONS SHOWN IN THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE JURISDICTIONAL ENGINEER.
- INSERT 12 IN. OF FABRIC A MINIMUM OF 6 IN. DEEP (FABRIC MAY BE FOLDED BELOW THE GROUND LINE)
 - COMPACT GROUND BY DRIVING ALONG EACH SIDE OF THE SILT FENCE AS REQUIRED TO SUFFICIENTLY SECURE THE FABRIC IN THE TRENCH TO PREVENT PULLOUT AND FLOW UNDER THE FENCE.
 - IN DITCHES, EXTEND SILT FENCE UP SIDE SLOPE SO THE BOTTOM ELEVATION AT THE END OF THE FENCE IS A MINIMUM OF 2 IN. HIGHER THAN THE TOP OF THE FENCE IN THE LOW POINT OF THE DITCH.
 - STEEL POSTS TO BE EMBEDDED 20 IN. UNLESS OTHERWISE ALLOWED BY THE JURISDICTIONAL ENGINEER.
 - SECURE TOP OF ENGINEERING FABRIC TO STEEL POSTS USING WIRE OR PLASTIC TIES (50 LB. MIN.). SEE DETAILS OF "ATTACHMENT TO POSTS."

6 SILT FENCE

NOT TO SCALE



- NOTES:
- ACTUAL LAYOUT AND LOCATION TO BE DETERMINED IN FIELD BY THE CONTRACTOR.
 - THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
 - TEMPORARY WASHOUT AREA MUST BE AT LEAST 50' FROM A STORM DRAIN, CREEK BANK OR PERIMETER CONTROL.
 - CLEAN OUT CONCRETE WASHOUT AREA WHEN 75% FULL.

CONCRETE WASHOUT

7 CONCRETE WASHOUT

NOT TO SCALE

CONSTRUCTION DETAILS

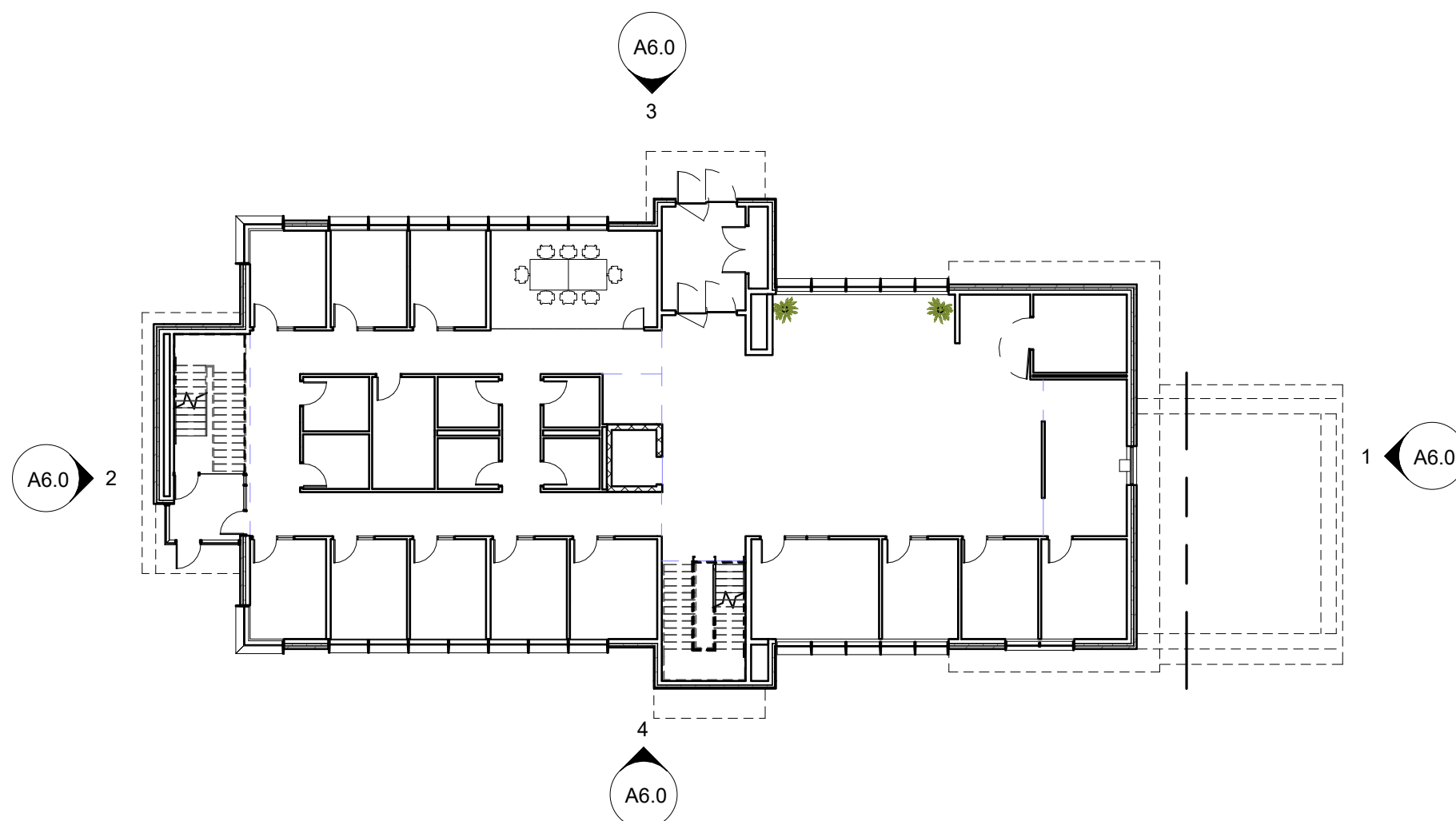
DRAWN BY	DATE
JAT	09/17/2021
SCALE	
VARIES	
SHEET	



5 Concept #1_3D View 1 Copy 1
SCALE:



6 Concept #1_3D View 2 Copy 1
SCALE:



KEY PLAN
SCALE: N.T.S.

THE FOLLOWING EXTERIOR TREATMENTS PER THE REQUIREMENTS LISTED UNDER THE HIGHWAY 141 CORRIDOR DISTRICT REGULATIONS WILL BE PROVIDED:

1. REVEALS
2. POPOUTS
3. OFFSETS MEASURING AT LEAST FOUR FEET IN DEPTH
4. COLOR, TEXTURE, AND MATERIAL CHANGE
5. DEEP-SET WINDOWS WITH MULLIONS
6. VARIATION IN ROOF HEIGHT

MASONRY UNITS:

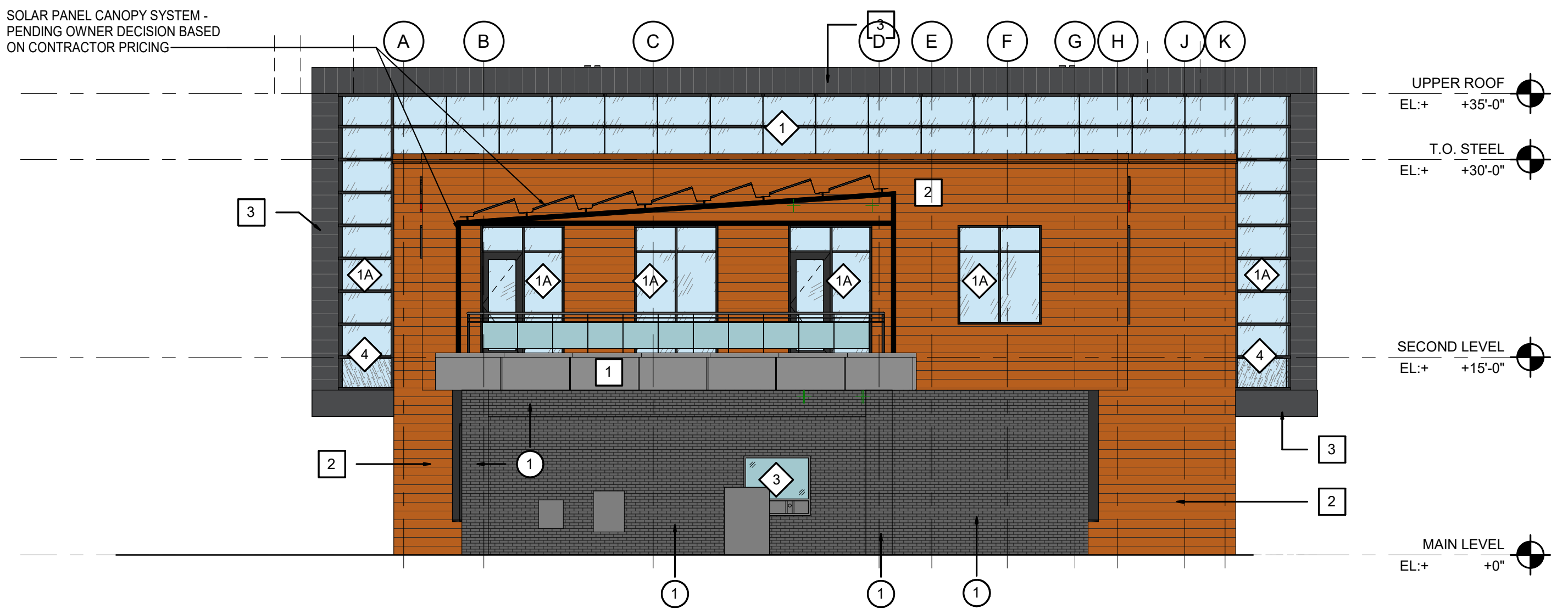
- 1 BRICK
COLOR: CHARCOAL
SIZE: UTILITY
BOND: 1/3 RUNNING

CLADDING & CANOPIES:

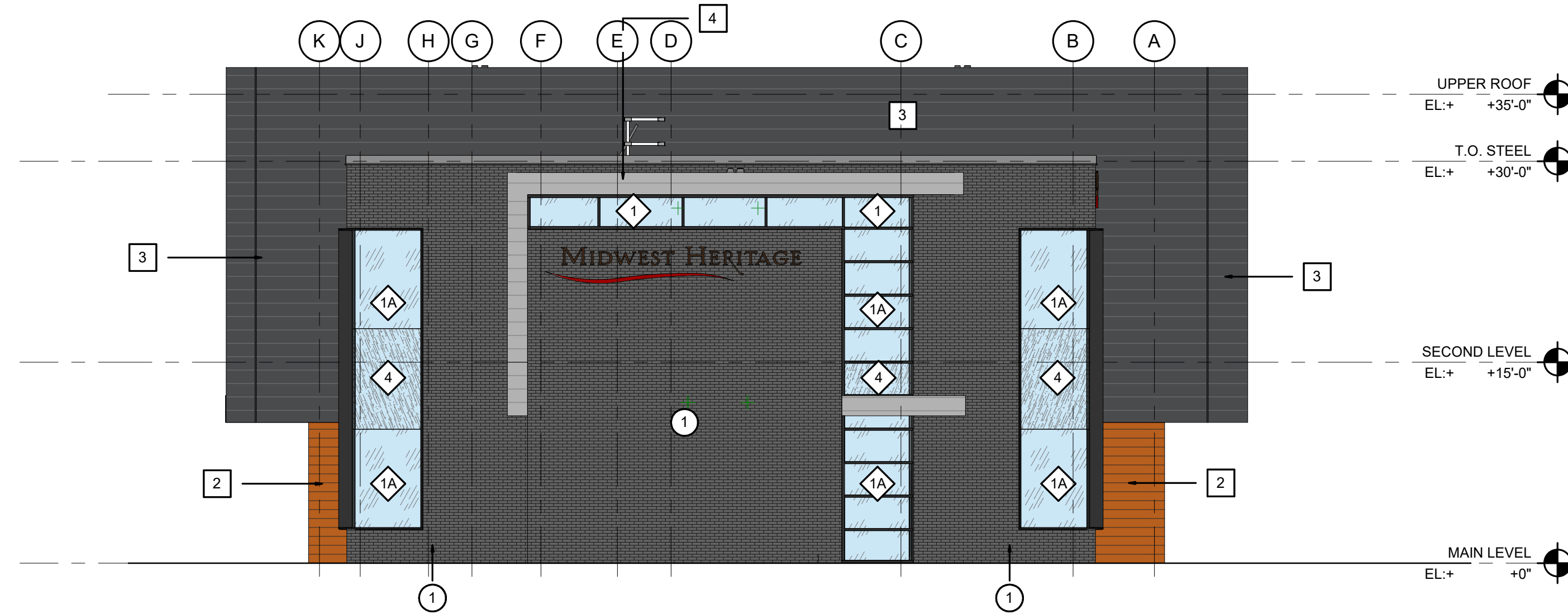
- 1 ALUMINUM COMPOSITE METAL PANEL
COLOR: LIGHT GRAY
- 2 HORIZONTAL CLADDING: ALUMINUM WOOD-LOOK SIDING
- 3 METAL PANEL SYSTEM WITH FASCIA
COLOR: DARK GRAY
- 4 METAL PANEL SYSTEM WITH FASCIA
COLOR: LIGHT GRAY

GLASS & GLAZING:

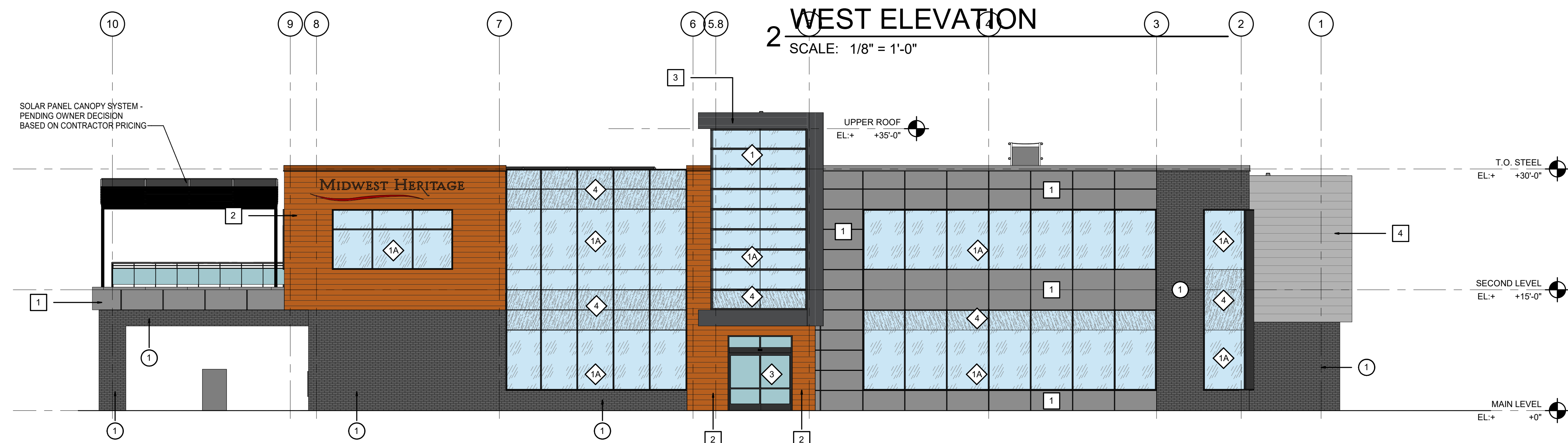
- 1 VISION GLASS: 1" CLEAR ANNEALED INSULATION GLASS,
LOW-E #2 SURFACE
- 1A VISION GLASS: 1" CLEAR TEMPERED INSULATION GLASS,
LOW-E #2 SURFACE
- 3 VISION GLASS: 5/8" CLEAR TEMPERED INSULATION GLASS,
LOW-E #3 SURFACE
- 1 SPANDREL GLASS: 1" ANNEALED INSULATION GLASS,
SPANDREL PAINT #4 SURFACE LT. GRAY - VERIFY COLOR W/ ARCHITECT



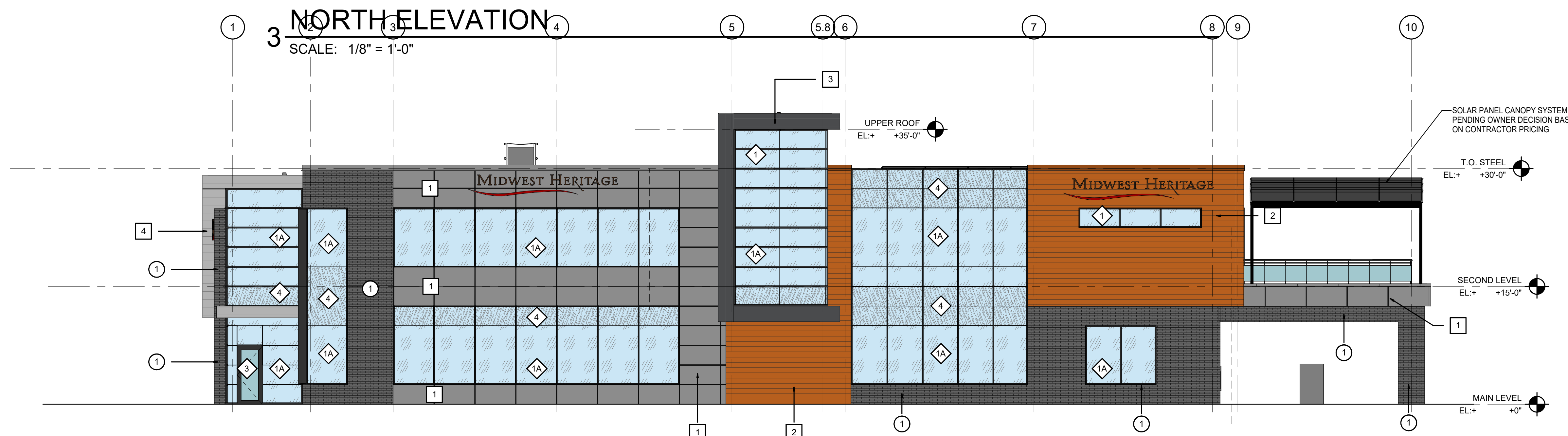
1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



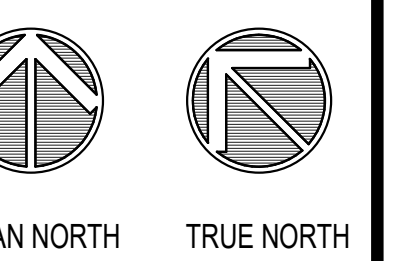
4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

REVISION DATE

BY



LOCATION:
MIDWEST HERITAGE BANK OFFICE BUILDING
221 NE Gateway Drive, Grimes, IA 50111
HY-VEE, INC.
5820 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50386
TELEPHONE: (515) 267-2800
FAX: (515) 267-2335
MIDWEST HERITAGE
A Hy-Vee Company
Banking • Investments • Insurance

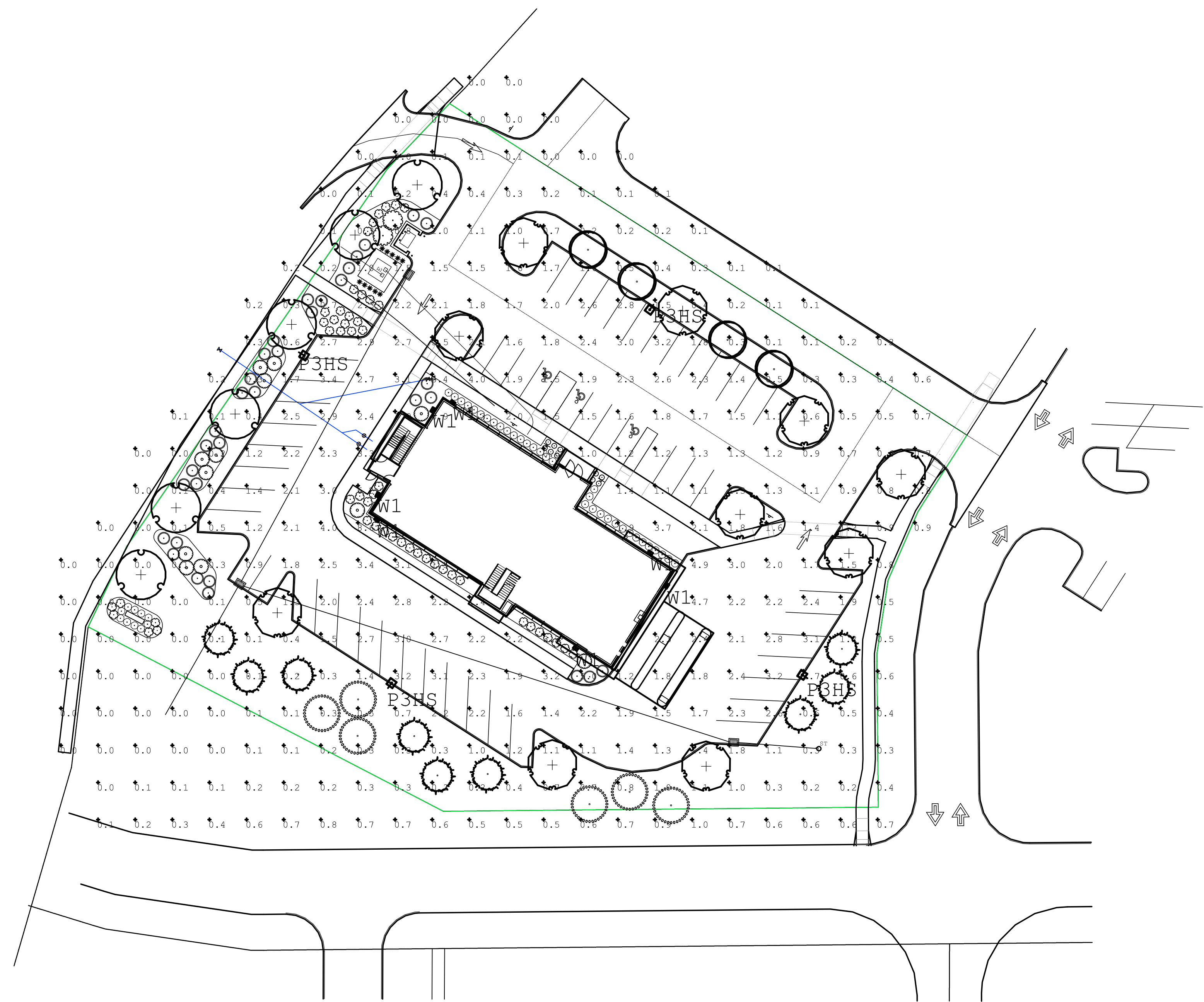


EXTERIOR
ELEVATIONS

DRAWN: Author DATE: MAY 2017
SCALE: As indicated JOB NUMBER: 20040

SHEET:
A6.0

PRELIMINARY - NOT FOR CONSTRUCTION



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	7	W1	SINGLE	N.A.	1.000	LPW16-G3-8-B2
	4	P3HS	SINGLE	N.A.	1.000	PFAS-92L-700-NW-G1-3-HIS

GRIMES MIDWEST HERITAGE BANK
PHOTOMETRIC PLAN
MARCH 18, 2021