

1. Agenda

Documents:

[062822 CC_1.PDF](#)

2. Meeting Materials

Documents:

[062822 CC PACKET UPDATED.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 | Eric Johansen, Andy Borcharding,
David Gisch, Ryan Burger, Laurie DePhillips

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 June 28, 2022 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>

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 4:30 p.m., or contact the Grimes City Clerk Rochelle Williams by email at: rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR JUNE 28, 2022 AT 5:30 PM AT GRIMES COMMUNITY CENTER

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. ABD Renewals & New License:

1. Hy-Vee Fast & Fresh #1: Renewal: 1401 W. 1st Street, Class E. Liquor, Class B Wine, Class C. Beer, & Sunday Sales
 2. Hy-Vee Grocery: Renewal: 351 NE Gateway Dr, Class E. Liquor, Class C. Beer, Class B Wine & Sunday Sales
 3. Hy-Vee Market Grille: Renewal: 351 NE Gateway Dr, Class E Liquor, Class C Beer, Class B Wine & Sunday Sales
 4. NEW: 1st Street Tavern: 1101 1st Street #112, Class C Liquor, Outdoor Service & Sunday Sales.
- C. Resolution 06-2222 Approving Quotes & Bills Over \$10,000.
- D. Request for Street Closure for Block Party on Cypress Circle
- E. Pay Requests:
1. Pay Request #4 The Weitz Company, LLC for the New Grimes Public Library \$6,755.63
 2. Pay Request #3 Ideal Floors, Inc for the New Grimes Public Library \$36,352.35
- F. Resolution 06-2322 Establishing the City of Grimes, Iowa GrimesPlex Recreational Facility City Enterprise and Authorizing Internal Transfer of Funds
- G. Resolution 06-2422 Approving Notice of Use Restrictions – Grimes Greenway Phase 1, 2020 REAP
- H. Resolution 06-2522 Setting a Public Hearing Koethe-Willow Hills North Annexation
- I. Resolution 06-2622 Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project – White Property
- J. Resolution 06-2722 Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project Ubben Property
- K. Resolution 06-2822 Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project Knorr Property
- L. Resolution 06-2922 Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project Kluss Property
- M. Resolution 06-3022 Correcting Typo in Resolution 06-2122 Services Contract with Blue Sky cleaning and Demolition Services, LLC
- N. Resolution 06-3222 Approving Personnel Transactions
- O. Resolution 06-3322 Employee Adjustment Compensation
- P. Professional Services Payments:
1. Pay Request #29 McClure Engineering Company for Reverse Osmosis Water Treatment Plant – Phase 1 \$6,770.00
 2. Pay Request #8 ISG for Water Works Park Splash Pad \$2,800.00
 3. Pay Request #14 to Civil Design Advantage for Concept Planning -WRA Sanitary Sewer Connection \$1,173.50
 4. Pay Request #15 to Civil Design Advantage for Concept Planning -WRA Sanitary Sewer Connection \$924.00
 5. Pay Request #2 to Civil Design Advantage for GrimesPlex \$26,623.03
- Q. Pay Requests:
1. Pay Request #7 Synergy Contracting, LLC for SE Jacob Street Water Main – retainage to be paid in 30 days \$13,146.85
 2. Pay Request #3 S.J. Louis Construction, Inc for WRA Grimes Connector – Contract 1 \$319,396.14
 3. Pay Request #1 General Traffic Controls for Highway 44 and County Line Road Permanent Traffic Signals \$9,606.00
- R. Change Orders:
1. Change Order #3 Redbud Landscaping, LLC for Native Vegetation Enhancements in Storm Water Treatment Facilities increasing contract \$9,668.50

- S. Mid-American Energy Company – Temporary Electric Service Relocation \$54,424.80
- T. Resolution 06-3522 Agreement for Professional Consulting Services for the North Jordan Well Repairs
- U. Resolution 06-3822 To Enter into Contract for Professional Services with Foth Infrastructure and Environment
- V. Resolution 06-3122 Authorizing Rental Agreement for Temporary Power at the North Jordan Well
- W. Resolution 06-3922 To Purchase Real Estate – 309 East 1st Street
- X. Filing of Reports and Correspondence
- Y. Finance Report for May 2022
- Z. 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

1. Presentation to Jay Brewer for Service to the Grimes Volunteer Support Services
2. Third Reading of Ordinance 766 Providing for Final Consideration and Adoption of Ordinance 766 Deleting Property from the Tax Increment Financing District for the Grime Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa
3. Public Hearing on Proposed Amendment to the Grimes Urban Renewal Area
4. Resolution 06-3722 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area
5. An Ordinance 767 Providing for the Division of Taxes Levied on Taxable Property in the June, 2022 Addition to the Grimes Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa
6. Resolution 06-3622 Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Rock Creek Investments, LLC Including Annual Appropriation Tax Increment Payments
7. Third Reading of Ordinance 763 Rezoning of Property Generally Located East of Highway 141 and South of NE Beaverbrook Blvd form A-1 Agricultural District to R-4 Planned Residential Development District and R-3 Medium Density Two or More Family Dwelling District and Development Agreement – Fagen Property
8. Third Reading of Ordinance 764 Rezoning of Property Generally Located at the Northwest Corner of SE 37th Street and South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District – Herndon Property
9. Third Reading of Ordinance 765 Amending Grimes Code of Ordinance Title 9 With Regard to Regulation of Wastewater Sewer Usage by Deleting Current Section 9-1 In Its Entirety, and Adopting New Uniform Wastewater Sewer Regulations Consistent with Grimes WRA Agreement
10. SE Jacob Street Water Main Project
 - a. Resolution 06-3422 Accepting the SE Jacob Street Water Main Project
11. James Pointe Site Plan

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, June 14, 2022

*Please note the regular City Council Meeting was held as an electronic and in person meeting. The meeting was called to order by Mayor Mikkelsen Tuesday June 14, 2022 at 5:33 p.m. 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: Eric Johansen, David Gisch, Andrew Borcharding, Ryan Burger, Absent: Laurie DePhillips

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

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

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

CONSENT AGENDA

A. Minutes from previous meeting B. Resolution 06-0622 Approving Tobacco Renewals for 2022-2023 C. ABD Renewal: Walmart #5748: 2150 E. 1st Street: Ownership Update, Class E Liquor, Class B Wine, Class C Beer, and Sunday Sales D. Resolution 06-0722 Approving Agreement Regarding Trail and Sidewalk Construction between Platinum Development and the City of Grimes – 3600 SE Miehle Drive E. Resolution 06-0822 Approving Consent and Agreement for Improvements Lot 15 of Glenstone Trail Plat 7 – 3105 SE Keystone Drive F. Resolution 06-0922 Approving Consent and Agreement for Improvements Lot 48 of Brentwood Estates – 2940 NE Brentwood Circle G. Resolution 06-1022 Approving Consent and Agreement for 1409 NW Sunset – Lot 54 of Beaverbrooke West Plat Nine H. Resolution 06-1822 Approving Consent and Agreement for 1704 NW 8th Street – Lot 28 of Autumn Park West Plat 1 I. Resolution 06-1922 Approving Consent and Agreement for Improvements 1700 NW 8th Street – Lot 27 of Autumn Park West Plat 1 J. Resolution 06-2022 Approving Consent and Agreement for Improvements 1709 NW Sunset Lane – Lot 111 Beaverbrooke West Plat Nine K. Resolution 06-1122 Approving Professional Services Agreement with Grant Impact7G Regarding Grant Research and Writing Services L. Resolution 06-1222 Offer to Purchase Easements for WRA Connector – Mansheim Property M. Resolution 06-1322 Approving Personnel Transactions for Full Time Personnel N. Resolution 06-1422 Approving Personnel Transactions for Public Works Seasonal and Park and Recreation Personnel O. Resolution 06-1522 Approving Personnel Transactions for Part-Time Wages for Fire Department Personnel P. Resolution 06-1622 Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project Risius Property Q. Filing and Receiving of Reports R. Engineering Services Amendment #1 Foth Infrastructure and Environment, LLC for 2021 Sanitary Sewer Collection System Study in Grimes, Iowa \$20,000.00 S. Engineering Services Amendment #1 MSA Professional Services, Inc for Trail Ridge Water Main Constructions Services not to exceed \$30,345.00 T. Engineering Services Amendment #1 MSA Professional Services, Inc for Jacob Street Reconstruction Services not to exceed \$113,190.00 U. Resolution 06-1722 Approving Bills and Quotes Over \$10,000 V. Professional Services Payments: 1. Payment #42 Veenstra & Kimm, Inc for WRA Connector \$39,108.44 2. Payment #11 MSA Professional Services, Inc for SE Jacob Street and SE Trail Ridge Road Water Main Design and Bidding Services \$4,277.80 3. Payment #10 MSA Professional Services, Inc for North Sports Complex Parking Lot Improvements \$416.90 4. Payment #2 MSA Professional Services, Inc for SE Trail Ridge Road Water Main \$10,030.00 5. Payment #2 MSA Professional Services, Inc. for SE Jacob Street Reconstruction and Storm Sewer \$7,000.00 6. Pay Request #28 Bolton & Menk, Inc. for Highway 44 & SW County Line Road Intersection Improvements \$3,309.00 7. Whitfield & Eddy Law \$45,317.86 8. Nilles Associates MS4 Permit Management & Inspection Services \$15,625.00 W. Pay Requests: 1. Pay Request #28 Shank Constructors, Inc for Reverse Osmosis Water Treatment Plant – Phase 1 \$136,613.80 2. Pay Request #3 Shank Constructors, Inc. for WRA Grimes Connector – Contract 4 \$635,744.26 3. Pay Request #2 Redbud Landscaping, LLC for Kennybrook Wetland (Landscaping) \$13,389.30 4. Pay Request #1 InRoads

for 2022 Asphalt Overlay Project \$269,098.41 5. Pay Request #4 (Retainage) Elder Corporation for Iowa Hwy 141 SB & Iowa Hwy 44 Traffic Signal and Turn Lane Improvements \$8,236.51 6. Pay Request #19 (Retainage) CB&I, LLC for New 1.5 MG Elevated Water Storage Tank \$74,167.75 7 X. Change Orders: 1. Change Order #1 InRoads for 2022 Asphalt Overlay Project increasing contract \$25,373.90 2. Change Order #1 Redbud Landscaping, LLC for Kennybrook Wetland (Landscaping) increasing contract \$1,771.00 Y. Claims Report \$7,941,939.12

Motion by Burger, Second by Gisch, to approve the Consent Agenda.

Roll Call: Ayes: All; Nays: None Motion passes 4 - 0

PUBLIC FORUM

Joe Herman, 308 NW 8th Street addressed the Council stating that he had started a petition requesting to preserve as much of the Wallace Farm as possible for their historical importance. Mayor Mikkelsen stated that the City was looking into ways to best utilize the land as well as preserve salvageable materials. Council Member Johansen noted that the original owners were actively involved with staff, and input was welcome to help determine the most fiscally responsible methods of preserving as much as possible. Council Member Gisch said that this was going to be a long and ongoing project and that he encouraged continued community input.

Brian Buethe of Grimes Chamber and Economic Development, 404 SE 2nd Street addressed Council to express his appreciation for support and assistance with the recent Governors Days event.

PUBLIC AND COUNCIL AGENDA ITEMS

1. Second Reading of Ordinance 766 Deleting Property from A Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa.

Development Services Director Alex Pfaltzgraff stated that this Ordinance is to allow for a medical campus project to be re-incorporated into the tax increment financing district. He added this ordinance is necessary to reset the clock for incentives to be offered.

Motion by Johansen, Second by Borcharding, to approve the Second Reading of Ordinance 766 Deleting Property from A Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa.

Roll Call: Ayes: All; Nays: None Motion passes 4– 0

2. Second Reading of Ordinance 763 Rezoning of Property Generally Located East of Highway 141 and South of NE Beaverbrook Blvd from A-1 Agricultural District to R-4 Planned Residential Development District and R-3 Medium Density Two or More Family Dwelling District – Fagen Property

Development Services Director Pfaltzgraff advised that this is a rezone from A-1 to R-4 and R-3 Medium for approximately 31.64 acres generally located east of Highway 141 and south of NE Beaverbrooke Blvd. Pfaltzgraff said the R-4 Zoning will allow for commercial and high density residential where the R-3 Medium will allow for medium density residential.

Motion by Gisch, Second by Johansen, to approve the Second Reading of Ordinance 763 Rezoning of Property Generally Located East of Highway 141 and South of NE Beaverbrook Blvd from A-1 Agricultural District to R-4 Planned Residential Development District and R-3 Medium Density Two or More Family Dwelling District – Fagen Property

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

3. Second Reading of Ordinance 764 Rezoning of Property Generally Located at the Northwest Corner of SE 37th Street and South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District – Herndon Property

Development Services Director Pfaltzgraff stated this is a rezone from A-1 to M-1A for approximately 77.52 acres located northwest of the corner of SE 37th Street and South James Street. He added this rezone will allow for commercial and light industrial uses and is consistent with the Business Park Land Use designation in the

Future Land Use Plan. Pfaltzgraff advised the buildings would be similar in look to the Legacy Development and added that the Planning and Zoning Board approved the request for rezone along with staff.

Motion by Gisch, Second by Borcharding, to approve the Second Reading of Ordinance 764 Rezoning of Property Generally Located at the Northwest Corner of SE 37th Street and South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District – Herndon Property

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

4. Second Reading of Ordinance 765 Amending Grimes Code of Ordinance Title 9 With Regard to Regulation of Wastewater Sewer Usage by Deleting Current Section 9-1 In Its Entirety, and Adopting New Uniform Wastewater Sewer Regulations Consistent with Grimes WRA Agreement

Public Works Director Kevin Hensley stated this Ordinance is related to discharge requirements and limits for pollutants, pre-treatment standards, and the regulations of fat, oil and greases. Hensley stated they are obligations as part of joining the WRA and there were no material changes from the First Reading.

Motion by Johansen, Second by Borcharding, to approve the Second Reading of Ordinance 765 Amending Grimes Code of Ordinance Title 9 With Regard to Regulation of Wastewater Sewer Usage by Deleting Current Section 9-1 In Its Entirety, and Adopting New Uniform Wastewater Sewer Regulations Consistent with Grimes WRA Agreement

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

5. Waterworks Park Improvements

City Engineer Matt Ahrens addressed the Council advising that two bids were received back in May and that both base bids were over the engineer's estimate. Ahrens said that in the current environment, costs were not expected to decrease in the future. He added that the low bid was from Edge Commercial in the amount of (base bid) \$3,150,557.14. Ahrens added that three alternates were also bid on for the project: parking lot lighting, north playground surfacing and equipment, playground equipment for the nature playscape area. He stated the low bid from Edge Commercial for the project and three alternates was \$3,731,765.39. Ahrens added that staff met with the Park and Recreation Board to discuss park development funds in the Capital Improvement Plan (CIP) to help fund the project. He stated the Park and Recreation Board recommended approval of the funds for the project. Ahrens stated that funding from the splash pad CIP, the enterprise accounts, LOSST funds, and private donations would be used to fund the project. Ahrens added that the Park and Recreation Board recommended proceeding with the full project.

Motion by Gisch, Second by Burger, to approve Resolutions 06-0122, 06-0222, and 06-0322 to Adopt the Plans and Specifications, Authorize the Construction Contract, and Award the Contract for the Waterworks Park Improvements including the alternates for a total of \$3,731,765.39.

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

6. Waterworks Park Splash Pad- Site Plan

Development Services Director Pfaltzgraff explained this item before the Council is the actual Site Plan for the Waterworks Park Improvements. Pfaltzgraff said in addition to the water features, this plan includes a 30-stall parking lot and turn around by the shelter, inclusive play areas and restrooms, and artificial turf. Council Member Gisch asked if 30-stall parking lot would be adequate. Pfaltzgraff stated that additional parking is available at the old library site and in the park and this would be a walkable site. Council Member Johansen thanked the community, especially the Lions Club and Community Foundation, that contributed donations to help fund this project. Council Member Gisch stated he felt this was a great product and thank all those who worked to put it together.

Motion by Gisch, Second by Burger, to approve the Waterworks Park Splash Pad Site Plan.

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

7. Resolution 06-2122 To Accept Bid and Enter into Clean Up and Salvage Services Contract with Blue Sky

Park and Recreation Director, Brian Becker addressed the Council asking for approval to enter into a contract with Blue Sky Cleaning and Demolition Services for the removal of buildings, and salvage of grain bins and barn

board for the first stage of the project at the Wallace Farm site. Council Member Gisch noted that details on the project are available for public review.

Motion by Gisch, Second by Borcharding, to approve Resolution 06-2122 To Accept Bid and Enter into Clean up and Salvage Services Contract with Blue Sky

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

8. Resolution 06-0422 Accepting the Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements

City Engineer Matt Ahrens explained that this item is the last component of this project. Ahrens said all equipment is installed, power active, and turn lanes completed.

Motion by Johansen, Second by Gisch, to approve Resolution 06-0422 Accepting the Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Improvements

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

9. New 1.5 MG Elevated Water Storage Tank

City Engineer Matt Ahrens stated that this is the final step in the completion of the New Water Tower Project.

a. Resolution 06-0522 Accepting the New 1.5 MG Elevated Water Storage Tank

Motion by Burger, Second by Gisch, to approve Resolution 06-0522 Accepting the New 1.5 MG Elevated Water Storage Tank.

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

b. Statement of Final Completion of New 1.5 MG Elevated Water Storage Tank

Motion by Johansen, Second by Borcharding, to approve the Statement of Final Completion of the New 1.5 MG Elevated Water Storage Tank.

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

ADJOURN

Motion by Johansen, Second by Gisch, to adjourn the meeting at 6:19 p.m.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

Council Meeting June 28th, 2022

ABD LICENSE RENEWAL

- 1. Hy-Vee Fast & Fresh #1: 1401 W. 1st Street**, Class E Liquor, Class C Beer, Class B Wine, and Sunday Sales
- 2. Hy-Vee Grocery: 351 NE Gateway Dr**, Class E Liquor, Class C Beer, Class B Wine, and Sunday Sales
- 3. Hy-Vee Market Grille: 351 NE Gateway Dr**, Class E Liquor, Class C Beer, Class B Wine, and Sunday Sales

ABD New

- 4. 1st Street Tavern: 1101 1st Street #112**, Class C Liquor, Outdoor Service and Sunday Sales



CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Hy-Vee Fast & Fresh #1

Establishment Address: 1401 E. 1ST

License Class: A ☐ B ☒ C ☒ E ☒ (All that apply)

Privileges: Outdoor Service ☐ Sunday Sales ☒ Catering ☐ (All that apply)

New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: 6/16/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: [Signature]

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: [Signature]



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
HY-VEE, INC.	Hy-Vee Fast and Fresh	(515) 267-2800		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1401 1st Street		Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
5820 Westown Parkway	West Des Moines	Iowa	50266	

Contact Person

NAME	PHONE	EMAIL
Kelly Palmer	(515) 267-2949	kpalmer@hy-vee.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003772	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 14, 2022	Aug 13, 2023	

SUB-PERMITS

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



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Katie Nylen						
Andrew Schroeder	Johnston	Iowa	50131	AVP, Ass't Controller	0.00	Yes
Randy Edeker	Urbandale	Iowa	50322	CEO, President	0.00	Yes
Michael Jurgens	Urbandale	Iowa	50322	VP, Secretary	0.00	Yes
Morgan Beier						
Kelly Palmer						
Owen Turk						



State of Iowa

Alcoholic Beverages Division

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



CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Hy-Vee Grocery

Establishment Address: 351 NE Gateway Dr.

License Class: A ☐ B ☒ C ☒ E ☒ (All that apply)

Privileges: Outdoor Service ☐ Sunday Sales ☒ Catering ☐ (All that apply)

New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: 6/16/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: [Signature]

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: [Signature]



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
HY-VEE, INC.	Hy-Vee	(515) 267-2800		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
351 Northeast Gateway Drive		Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
5820 Westown Parkway	West Des Moines	Iowa	50266	

Contact Person

NAME	PHONE	EMAIL
Kelly Palmer	(515) 267-2949	kpalmer@hy-vee.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003773	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 17, 2022	Aug 16, 2023	

SUB-PERMITS

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



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Katie Nylen						
Andrew Schroeder	Johnston	Iowa	50131	AVP, Ass't Controller	0.00	Yes
Randy Edeker	Urbandale	Iowa	50322	CEO, President	0.00	Yes
Michael Jurgens	Urbandale	Iowa	50322	VP, Secretary	0.00	Yes
Morgan Beier						
Kelly Palmer						
Owen Turk						

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

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



**CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Hu-Vee Market Grille

Establishment Address: 351 NE Gateway Dr.

License Class: A ☐ B ☒ C ☒ E ☒ (All that apply)

Privileges: Outdoor Service ☐ Sunday Sales ☒ Catering ☐ (All that apply)

New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: 6/16/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: [Signature]

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: [Signature]



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

HY-VEE, INC.

NAME OF BUSINESS(DBA)

Hy-Vee Market Grille

BUSINESS

(515) 267-2949

ADDRESS OF PREMISES

351 NE Gateway Dr.

PREMISES SUITE/APT NUMBER

CITY

Grimes

COUNTY

Polk

ZIP

50111

MAILING ADDRESS

5820 Westown Parkway

CITY

West Des Moines

STATE

Iowa

ZIP

50266

Contact Person

NAME

Kelly Palmer

PHONE

(515) 267-2800

EMAIL

kpalmer@hy-vee.com

License Information

LICENSE NUMBER

LC0047527

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Aug 24, 2022

TENTATIVE EXPIRATION DATE

Aug 23, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



PRIVILEGES

Catering, Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Katie Nylen						
Andrew Schroeder	Johnston	Iowa	50131	AVP, Ass't Controller	0.00	Yes
Randy Edeker	Urbandale	Iowa	50322	CEO, President	0.00	Yes
Michael Jurgens	Urbandale	Iowa	50322	EVP, Secretary	0.00	Yes
Morgan Beier						
Kelly Palmer						
Owen Turk						



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY
EMPLOYERS MUTUAL
CASUALTY 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



**CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: 1st Street Tavern

Establishment Address: 1101 East 1st Street, Ste 112

License Class: A ☐ B ☐ C ☒ E ☐ (All that apply)

Privileges: Outdoor Service ☒ Sunday Sales ☒ Catering ☐ (All that apply)

New ☒ Renewal ☐

Fire Department Approval

Fire Inspection Date: To Be Completed at Final for CO

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: [Signature]

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: Molly Mannel



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
1ST STREET TAVERN LLC	1st Street Tavern LLC	(515) 202-0669		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1101 East 1st Street		Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
1101 East 1st Street	Grimes	Iowa	50111	

Contact Person

NAME	PHONE	EMAIL
Shaun O'Tool	(515) 202-0669	sotool@northwesterection.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Aug 1, 2022	July 31, 2023		
SUB-PERMITS			
Class C Liquor License			



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Shaun O'Tool	Des Moines	Iowa	50313	Sole Member/Manager	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Aug 1, 2022

POLICY EXPIRATION DATE

Aug 1, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

GRIMES RESOLUTION 06-2222

**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 JUNE, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Grimes Chamber & Economic Development

404 SE 2nd Street
Suite 200

Invoice

Date	Invoice #
6/22/2022	908

Bill To

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

P A I D

Item	Description	Amount
Economic Development (...)	Economic Development Standard Allocation (Correction)	18,449.96
Economic Development (...)	Economic Development Expenses Request for Reimbursement	16,569.38
Tourism	Tourism Expenses Request for Reimbursement	6,180.00
<i>001-520-6413</i> <i>mmw</i>		
Total		\$41,199.34
Balance Due		\$41,199.34

(515) 986-5770

www.grimesiowa.com

404 SE 2nd Street
Suite 200

Date	Invoice #
6/17/2022	907

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

PALD

Item	Description	Amount
Economic Development (... Tourism	Reimbursement for Economic Development Related Expenses Reimbursement for Tourism Related Expenses	13,204.59 8,612.14
001-520 -6413		
		MURR
Total		\$21,816.73
Balance Due		\$21,816.73

(515) 986-5770

www.grimesiowa.com

REC'D JUN 08 2022

over 10



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

INVOICE

Invoice No.: 078165
Date: 31-May-2022
Customer ID: 30-Jun-2022
Customer PO: 100396
Net 30 Days
VERBAL

BILL TO:		SHIP TO:		
City of Grimes, IA 101 N Harvey Street Grimes IA 50111 United States of America		City of Grimes, IA Grimes IA 50111 United States of America		
ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE

5/23/22 - 5/31/22 Perform sanitary sewer cleaning and televising.

Cleaning and Televising	17,922.20	FOOT	1.5800	28,317.08
-------------------------	-----------	------	--------	-----------

PAID

Sales Total: 28,317.08
Tax Total: 0.00
Total (USD): 28,317.08

*FINANCE CHARGE: 1 1/2 % PER MONTH (ANNUAL RATE OF 18%) ON PAST DUE BALANCES.



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

INVOICE

Reference No.: 078372
Date: 21-Jun-2022
Due Date: 21-Jul-2022
Customer ID: 100396
Terms: Net 30 Days
Customer PO: VERBAL

BILL TO:		SHIP TO:		
City of Grimes, IA 101 N Harvey Street Grimes IA 50111 United States of America		City of Grimes, IA Grimes IA 50111 United States of America		
ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE

6/1/22 - 6/16/22 Perform sanitary sewer cleaning and televising.

Cleaning and Televising	28,778.70	FOOT	1.5800	45,470.35
-------------------------	-----------	------	--------	-----------

PAID

mm

Sales Total:	45,470.35
Tax Total:	0.00
Total (USD):	45,470.35

*FINANCE CHARGE: 1 ½ % PER MONTH (ANNUAL RATE OF 18%) ON PAST DUE BALANCES.

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202206114072
INVOICE DATE: 6/11/2022
DUE DATE : 7/11/2022
P.O. # :

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

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
<i>Poi 83</i> P/T FF SALARIES APR-MAY 2022	0.00		0.00	2,701.23
P/T FF SALARIES APR-MAY 2022	0.00		0.00	<u>9,043.24</u>
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	600.90
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	90.00
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	1,576.36
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	717.23
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	903.13
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	310.50
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	631.14
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	14.85

CONTINUED ON NEXT PAGE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202206114072
INVOICE DATE: 6/11/2022
DUE DATE : 7/11/2022
P.O. # :

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

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	65.36
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	99.86
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	26.96
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	49.11
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	1,081.57
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	25.23
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	159.12
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	600.91
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	152.82
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	717.24

CONTINUED ON NEXT PAGE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202206114072
INVOICE DATE: 6/11/2022
DUE DATE : 7/11/2022
P.O. # :

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

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	143.37
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	310.50
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	32.16
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	631.15
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	14.85
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	65.38
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	74.87
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	26.98
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	49.11
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	4,132.27

CONTINUED ON NEXT PAGE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202206114072
INVOICE DATE: 6/11/2022
DUE DATE : 7/11/2022
P.O. # :

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

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
APR-MAY 22 SUPPLIES REIMB	0.00	1	0.00	2.52

CITY OF GRIMES

10-102

INVOICE#: 202206114072

TOTAL DUE : \$ 25,049.92

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU



Job Invoice

Sold To:	
City of Grimes 101 NE Harvey St Grimes, IA 50111	Invoice Number: J005323 Invoice Date: Jun 24, 2022 Terms: Net 30 Job Number: 0004541 Job Description: grimes sport complex

Description	Amount
Construct pedestal system with (2) 200A panels and 112.5 KVA transformer Construct pedestal system with (1) 100A panel and 45 KVA transformer (X2) (2) 60A breakers in existing main 200A breaker in existing main Bore 675' of 3" PVC with (4) 250 AL Wire for a 400A service Bore 240' of 2" PVC with (4) #1 AL Wire for a 100A service Bore 722' of 2" PVC with (4) #1 AL Wire for a 100A service Set (3) Quazite Boxes for Wire connections All services will be setup to be removable when not in use	PAID 73,626.00

Sub Total	\$73,626.00
Total	\$73,626.00

mw



KLINEELECTRIC.COM

(515) 963-1101

6355 NE 14th St
Des Moines, IA 50313

P.O. No. _____

32694

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier

Kline Electric
Name

6385 NE 14th St. DSM 50313
Address

515-963-1101
Phone Number/Fax Number

ITEMS

QTY

UNIT PRICE

TOTAL

160-430-6799

\$30,000.00

001-430-6727

\$43,626.00

73,626.00

PURCHASE JUSTIFICATION:

Install Electrical Service South Sports Complex

DEPARTMENT: _____

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: KLA

DATE: 6/24/22

PURCHASE ORDER APPROVAL AND ASSIGNMENT

City Administrator

Date

Council Approval date: (if over \$10,000)

☐

Purchaser's Copy

☐

Vendor's Copy

☐

File Copy



Job Invoice

Sold To:	
City of Grimes 101 NE Harvey St Grimes, IA 50111	Invoice Number: J005323 Invoice Date: Jun 24, 2022 Terms: Net 30 Job Number: 0004541 Job Description: grimes sport complex

Description	Amount
Construct pedestal system with (2) 200A panels and 112.5 KVA transformer Construct pedestal system with (1) 100A panel and 45 KVA transformer (X2) (2) 60A breakers in existing main 200A breaker in existing main Bore 675' of 3" PVC with (4) 250 AL Wire for a 400A service Bore 240' of 2" PVC with (4) #1 AL Wire for a 100A service Bore 722' of 2" PVC with (4) #1 AL Wire for a 100A service Set (3) Quazite Boxes for Wire connections All services will be setup to be removable when not in use	PAID 73,626.00

Sub Total	\$73,626.00
Total	\$73,626.00

mw



 **KLINEELECTRIC.COM**

 **(515) 963-1101**

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

P.O. No. _____

32694

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Kline Electric
Name
6385 NE 14th St. DSM 50313
Address
515-963-1101
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>160-430-6799</u>		<u>\$30,000⁰⁰</u>	
<u>001-430-6727</u>		<u>\$43,626⁰⁰</u>	
		<u>73,626⁰⁰</u>	

PURCHASE JUSTIFICATION: Install Electrical Service South Sports Complex

DEPARTMENT: _____

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: KLA DATE: 6/24/22
PURCHASE ORDER APPROVAL AND ASSIGNMENT

City Administrator _____ Date _____

Council Approval date: (if over \$10,000)

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

CITY OF GRIMES

101 NE Hawkey, Grimes, Iowa 50111

515.986.3036 Fax 515.986.3846

June 16, 2022

Today's date: _____

Name of Organizer/ Planner: Chelsea + Ryan Antolik

Address: 1105 NE Cypress Circle

City: Grimes State: _____ Zip Code: _____

Phone: _____ Alternate phone: _____

Email: chelsea.antolik@gmail.com

Date(s) / Time(s) for Event (no earlier than noon nor later than midnight)

Date: 9/16/22 Start Time: 6 ☐ AM ☒ PM End Time: 10:00 ☐ AM ☒ PM

Optional Rain Date (must fall within same weekend) _____

Date: _____ Start Time: _____ ☐ AM ☐ PM End Time: _____ ☐ AM ☐ PM

Street Closures – please include a map of the area you desire to close and where you would like barricades

Street(s) to be blocked off:

Intersections: _____ AND _____

The City of Grimes has the right to deny closure of certain streets. Closure of an arterial or collector street will require the Grimes City Council's approval at the next regularly scheduled City Council meeting - this may affect the date of your block party.

Please check all that apply:

☐ Erection of a tent or canopy

☒ Amplified sound (amplified music or band)

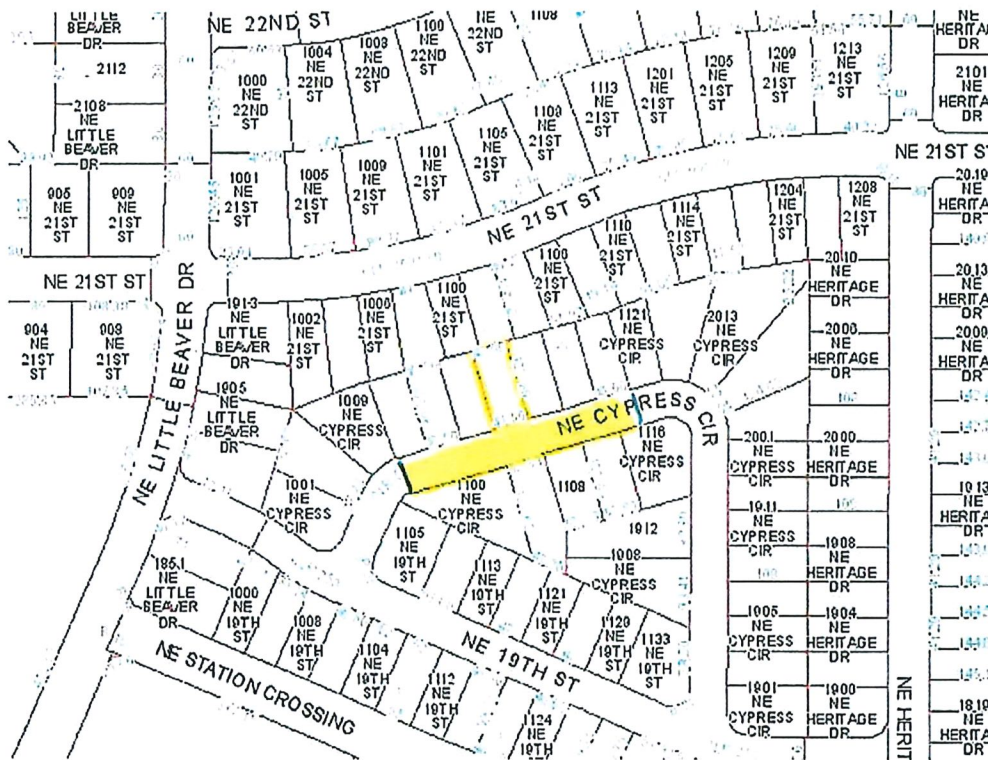
☐ Inflatables (private property only)

☐ Food truck -must be licensed through Development Services- 515-986-4050

☐ **IMPORTANT:** Portable equipment, or structures must not be located in the street to allow for allow for emergency vehicle access if needed.

Polk County Assessor111 Court Avenue #195
Des Moines, IA 50309-0904(515) 286-3014 Fax (515) 286-3386
polkweb@assess.co.polk.ia.us

Click to center and select a parcel.





**CITY OF GRIMES
STREET CLOSURE
APPROVAL FORM**

Resident Name:

Chelsea Ryan Antolik

Resident Address:

1105 NE Cypress Circle

Erection of Tent or Canopy ☐ Amplified Sound ☒

Inflatables On Private Property Only ☐

Food Truck ☐

Fire Department Approval

Fire Inspection Date: N/A

Approval: Yes ☒

No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Public Works Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

~~Planning~~ Approval

Approval: Yes ☐

No ☐

Reason for not approving: _____

Planning Signature: _____



611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library

Project # X237400

Date: 6/6/2022

WEITZ SUMMARY – Amount Due

The Weitz Company: \$6,755.63

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): City of Grimes	PROJECT: PROJECT: #	Grimes Public Library X237400	Distribution to: OWNER (1) ARCHITECT (3) CONTRACTOR (1)
MAKE PAYMENT TO: FROM (CONTRACTOR): The Weitz Company, LLC 611 5th Ave, Suite 300 Des Moines, IA 50309	ARCHITECT: Invision 303 Watson Powell Jr. Way Suite 200 Des Moines, IA 50309	APPLICATION NO: 4 PERIOD TO: 05/01/22 05/31/22	
CONTRACT FOR: Construction Management		CONTRACT DATE:	

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Number Date Approved		
CO 1 Set CM agreement at \$973,681		
CO 2 Elevator Rebid (fee on difference)	977	
TOTALS	977.00	0
Net change by Change Order		977.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 973,681.00
2. Net change by Change Order	\$ 977.00
3. CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)	\$ 974,658.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 70,458.68
5. RETAINAGE:	
a. 0% completed work (Column D + E on G703)	
b. 0% of Stored Material (Column F on G703) included in above number	
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 70,458.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	\$ 63,703.05
8. CURRENT PAYMENT NOW DUE	\$ 6,755.63
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 904,199.32

The undersigned Sub - Contractor certifies that to the best of the Sub - 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 amounts have been paid by the Sub - Contractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison June 6, 2022

State of: IOWA County of: POLK
subscribed and sworn to before me this June 6, 2022

NOTARY PUBLIC:
My Commission Expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 6,755.63
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: 06.14.22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Prj # X237400			App # : 4		Pd From: 1-May-22				
Prj Name Grimes Public Library			App Date: 6-Oct-21		PD TO : 31-May-22				
Sub:			Retain : 5.00%						
A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
			PREVIOUS (D+E)	This Period					
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	497,593.00	28,598.00	4,379		32,977.00	7%	464,616	
	General Requirements								
3	Latrines	7,500.00						7,500	
4	Surveying	6,000.00						6,000	
5	Dumpsters/Trash Chute	33,560.00						33,560	
6	Safety	2,050.00		200.00		200.00	10%	1,850	
7	SWPPP/Access/Snow Removal	23,700.00						23,700	
8	General Building Enclosures/Heat	50,146.00						50,146	
9	Roof Access	5,000.00						5,000	
10	Temporary Fencing	11,000.00						11,000	
11	Fee (3.25%) on Construction Manager Services	20,688.00	929.00	933		1,862.00	9%	18,826	
12	Fee (3.25%) per Prime Volume Summary below	292,421.00	9,176.05	1,243.63		10,419.68	4%	282,001	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Correll Contractors	\$438,000						438,000	
2	BP #02 - General Construction - Graphite Group	\$2,665,000	58,325.12			58,325.12	2%	2,606,675	2,916
3	BP #03 - Masonry - Forrest & Associates	\$317,587	2,825.00			2,825.00	1%	314,762	141
4	BP #04 - Flooring - Ideal Floors	\$109,575	15,223.97	38,265.63		53,489.60	49%	56,085	2,674
5	BP #05 - Ceramic Tile - Des Moines Marble	\$119,025						119,025	
6	BP #06 - Roofing - Academy Roofing	\$422,350						422,350	
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	\$844,487	18,450.20			18,450.20	2%	826,037	923
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	\$1,466,520						1,466,520	
9	BP #09 - Elevator - KONE	\$144,000						144,000	
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	\$86,660						86,660	
11	BP #11 - Mechanical - AMC Mechanical	\$1,021,690	76,561.00			76,561.00	7%	945,129	3,828
12	BP #12 - Electrical - Van Maanen Electric	\$977,086	110,954.70			110,954.70	11%	866,131	5,548
13	BP #13 - Site Paving - Nehring	\$235,622						235,622	
14	BP #14 - Landscaping - Miner Hardscape	\$149,970						149,970	
	Prime Contractors Total	\$ 8,997,572.00	\$282,339.99	\$ 38,265.63		\$ 320,605.62	4%	8,676,966.38	16,030.28
	WEITZ TOTAL	974,658.00	63,703.05	6,755.63		70,458.68	7%	464,616.00	

PARTIAL WAIVER OF LIEN

STATE OF: Iowa)
COUNTY OF: Polk)

TO WHOM IT MAY CONCERN:

WHEREAS THE undersigned has been employed by The Weitz Company

to furnish LABOR/MATERIAL/SERVICES

for the premises known as Grimes Public Library

of which City of Grimes is the Owner.

THE UNDERSIGNED, for and in consideration of Six Thousand Seven Hundred Fifty Five and 63/100-----
\$ 6,755.63) and

other good and valuable considerations, the receipt whereof is hereby acknowledge, do(es)
hereby waive and release its right to lien under the status of the
State of Iowa relating to Mechanic's Liens, on the above described premises and
improvements thereon, but only for the payment above made by
the Owner.

Given under my hand and seal, this 3rd day of November 2021

****THIS WAIVER IS CONTINGENT
UPON ACTUAL RECEIPT OF PAYMENT****

The Weitz Company
COMPANY

By

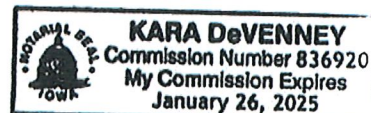
Stephanie Morrison

Title

Senior Project Manager

Subscribed And Sworn To Before me this _____ day of November 2021

Kara Devenney
Notary Public





611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library

Project # X237400

Date: 6/6/2022

PRIME VOLUME SUMMARY – Amount Due

Ideal Floors: Pay App 3: \$36,352.35

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

TO: Weitz Company
(Owner) 5901 Thornton
Des Moines IA 50321

PROJECT: Grimes Public Library
101 NE Harvey St
Grimes IA 50111

FROM: Ideal Floors, Inc.
(Contractor) 2216 George Flagg Parkway
Des Moines, IA 50321

VIA: Contractor
ARCHITECT

APPLICATION NO.: 3

PERIOD TO: 5/31/2022

PROJECT NO.: [REDACTED]

CONTRACT FOR: Flooring covering materials and installation

Contract Date: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$109,575.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$109,575.00
4. TOTAL COMPLETED & STORED TO DATE	\$53,489.60
(Column G on G703)	
5. RETAINAGE:	
a. 5% of Completed Work	\$132.45
(Column D + E on G703)	
b. 5% of Stored Material	\$2,542.03
(Column F on G703)	
Total Retainage (Line 5a + 5b or	\$2,674.48
Total of Column I of G703)	
6. TOTAL EARNED LESS RETAINAGE	\$50,815.12
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	\$14,462.77
PAYMENT (Line 6 from prior Certificate)	\$36,352.35
8. CURRENT PAYMENT DUE	\$58,759.88
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Line 3 less Line 6)	

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 amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 5-13-22

State Of Iowa

County Of Polk

Notary Public: [Signature]

My Commission expires:



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

CHANGE ORDER SUMMARY			
Approved this Month			
Number	Date Approved		
1		\$0.00	\$0.00
2		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	

APPLICATION NUMBER: 3

PROJECT NO: Grimes Library

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Resilient Materials	\$18,200.00	\$9,294.00		\$5,697.48	\$ 14,991.48	82%	\$ 3,208.52	\$ 749.57
2	Resilient Labor	\$5,510.00				\$ -	0%	\$ 5,510.00	\$ -
3	Carpet Materials	\$75,116.03	\$3,281.00		\$32,568.15	\$ 35,849.15	48%	\$ 39,266.88	\$ 1,792.46
4	Carpet Labor	\$8,100.00				\$ -	0%	\$ 8,100.00	\$ -
5	Bond	\$2,648.97	\$2,648.97			\$ 2,648.97	100%	\$ -	\$ 132.45
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Order Acknowledgement

Interface

Interface Americas, Inc.
InterfaceFLOR, LLC

ORDER DATE 04/05/22
ORDER NUMBER 1297641 SO
PO NUMBER 13380

"Thank you for your business! Below is updated information on your order, including the estimated manufacturing date. If you have any questions, contact MOUNTAIN CENTRAL at 1-800-634-6032, or via email at csmountain@interface.com"

SOLD TO: IDEAL FLOORS
2216 GEORGE FLAGG PARKWAY
DES MOINES IA 50321

SHIP TO: IDEAL FLOORS INC
2216 GEORGE FLAGG PKWY
515.283.0665
DES MOINES IA 50321

FORWARD TO:

DELIVER TO:

Sold To Number : 111378

Terms of sale : 3% 30 Net 31

Job Name : GRIMES PUBLIC LIBRARY

End User : MISC-ENDUSE ACCOUNT

Market Segment : HIGHER EDUCATION

Carrier : BESTWAY-CHOOSE ACTUAL CARRIER

F.O.B. : FOB Mill

Freight Ty : Prepay & Add

Delivery Instructions :
ACCT #3796942627 UOS

Line #/Type	Item Number	Product Description	Lot No.	Case/Rolls	Quantity	Price	Amount	ReqShipDate	EstShipDate
2.000 (S) Material	7977007999G17S001 27960AK00.104968.7S	CE173.2796 KABUKI.104968 GLASBAC® 25CM X 1M STANDARD BOX		29	29.0000 CA 138.7360 SY 1248.6240 SF	\$34.1700 SY \$3.7967 SF	\$4,740.61	04/05/22	05/24/22
3.000 (S) Material	7978007999G17S001 38880AK00.104960.7S	CE172.3888 KABUKI.104960 GLASBAC® 25CM X 1M STANDARD BOX		135	135.0000 CA 807.3004 SY 7265.7036 SF	\$29.7400 SY \$3.3044 SF	\$24,009.11	04/05/22	06/15/22
4.000 (S) Material	9624007999G17S001 63320AK00.106742.7S	OPEN AIR 402.6332 GRANITE.106742 GLASBAC® 25CM X 1M STANDARD BOX		63	63.0000 CA 376.7400 SY 3390.6600 SF	\$16.0000 SY \$1.7778 SF	\$6,027.84	04/05/22	05/03/22
5.000 (S) Material	8112004999G17S001 28200AK00.105362.7S	WW880.2820 BLACK LOOM.105362 GLASBAC® 25CM X 1M STANDARD BOX		100	100.0000 CA 598.0000 SY 5382.0000 SF	\$27.6000 SY \$3.0667 SF	\$16,504.80	04/05/22	05/24/22

Not including possible Tax and Freight:

Order Total: 51,282.36

CA Crpt Stewardship Assessment: \$0.00

Total Box Count: 327.00

Total Weight in LBS: 12,125.51

Get Flooring Fast

The Interface QuickShip program offers 200+ products available to ship up to 2000 square yards within just 10 business days.

Accents and walk-off products ship up to 200 square yards within 10 days. Pair with our in-stock LVT

ViewQuickship > https://www.interface.com/US/en-US/campaign/quickship?cm_mmc=eqqua-NORTHAM_USA_ENG_17_CustomerService-QS-QSarticle

ViewLVT > http://www.interface.com/US/en-US/campaign/level-set/level-set?cm_mmc=eqqua-NORTHAM_USA_ENG_17_CustomerService-LVT-LevelSet

INVOICE

D-U-N-S NO. 78-637-1393
TAX ID. 35-2162582

PAGE 1 OF 1

This invoice and the Products provided hereunder are subject to Shaw Industries, Inc. Standard Terms and Conditions of Sale, which are available online at www.shawinc.com. Buyer agrees to have these Standard Terms and Conditions of Sale control this transaction and all future orders.

LG ADAIRSVILLE, GA

CUSTOMER NUMBER	INVOICE NUMBER	DATE	FTICARR CD CODE	CORPORATE CUSTOMER	CUSTOMER NAME
0041893	3153286	04/21/22	A 81	0041893	IDEAL FLOORS INC
TERMS	NET 45				
SHIP VIA	SHAW/KANSAS	MD			CONTINUING GUARANTY UNDER THE TEXTILE FIBER IDENTIFICATION ACT AND THE FLAMMABLE FABRICS ACT FILED WITH CONSUMER PRODUCT SAFETY COMMISSION

BILL TO

SHIP TO

IDEAL FLOORS INC

2216 GEORGE FLAGG PKWY
DES MOINES

IA 50321

IDEAL FLOORS INC

2216 GEORGE FLAGG PKWY

DES MOINES

IA 50321-1151

[illegible]

For GCC visit <http://productsafety.shawinc.com/>.

CURRENCY

U.S. DOLLARS

BILL TO

RETURN THIS PORTION WITH YOUR PAYMENT

IDEAL FLOORS INC

2216 GEORGE FLAGG PKWY
DES MOINES I

IA 50321

NOTE: PAY VIA SHAWNOW.COM
OR SEND PAYMENT TO

SHAW INDUSTRIES, INC.
P.O. BOX 3305
BOSTON, MA 02241-3305

REMITTANCE IS TO BE MADE ONLY TO US IN PAR FUNDS. F.O.B. SHIPPING POINT. PLEASE MAKE NOTE OF CUSTOMER NUMBER ON CHECK

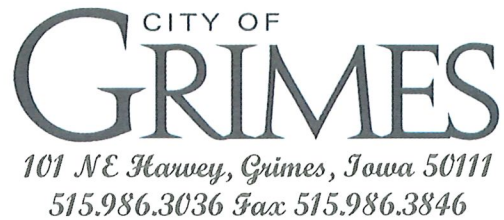
FORM SHX-INV01A

PRODUCTS MADE USING COMPOSITE WOOD PRODUCTS SUBJECT TO TSCA TITLE VI, ARE
COMPLIANT WITH CARB PHASE 2 AND 40 C.F.R. 770.

SEND ALL OTHER
CORRESPONDENCE TO:

SHAW INDUSTRIES, INC.
FINANCIAL SERVICES DEPARTMENT
P.O. BOX 2128
DALTON, GA. 30722-2128

TELEPHONE
1-800-446-9332



AGENDA MEMO

Council Meeting June 28, 2022

AGENDA HEADING:

Resolution establishing the City of Grimes, Iowa GrimesPlex Recreational Facility City Enterprise and authorizing internal transfer of funds

SYNOPSIS:

This resolution establishes the GrimesPlex Recreational Facility Enterprise Fund and allows staff to transfer monies from the General Fund to provide for initial operating funds in the enterprise. Monies were budgeted within the General Fund for the fiscal year 2021-2022 budget for the GrimesPlex.

FISCAL IMPACT:

This transfer moves money within funds to allow for disbursement from appropriate accounts. This will have no additional fiscal impact. Total transfer \$349,900

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

MINUTES TO ESTABLISH
GRIMESPLEX RECREATIONAL
FACILITY CITY ENTERPRISE AND
AUTHORIZE INTERNAL TRANSFER OF
FUNDS

419952

Grimes, Iowa

June 28, 2022

The City Council of the City of Grimes, Iowa, met on June 28, 2022, at 5:30 o'clock p.m., at the Grimes Community Center, 410 SE Main Street in the City.

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

Present: _____

Absent: _____.

The City Council took up for consideration the establishment of the GrimesPlex Recreational Facility City Enterprise and the internal transfer of funds.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 06-2322

Resolution establishing the City of Grimes, Iowa GrimesPlex Recreational Facility City Enterprise and authorizing internal transfer of funds

WHEREAS, the City Council (the "Council") of the City of Grimes, Iowa (the "City") proposes to establish the GrimesPlex Recreational Facility City Enterprise (the "Enterprise"), as a city enterprise pursuant to Section 384.24(2)(c) of the Code of Iowa; and

WHEREAS, the management and control of the Enterprise shall be vested in the Council; and

WHEREAS, in conjunction with the establishment of the Enterprise and for the purpose of providing initial operating funds for the Enterprise, the Council proposes to transfer funds in the amount of \$349,900 (the "Transfer") from the General Fund (the "General Fund") to the GrimesPlex Recreational Facility City Enterprise Fund (the "GrimesPlex Enterprise Fund");

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

Section 1. The Enterprise is hereby established and declared to be a city enterprise of the City pursuant to Section 384.24(2)(c) of the Code of Iowa, and the management and control of the Enterprise shall be vested in the City Council of the City.

Section 2. The Transfer is hereby approved, and it is hereby directed that \$349,900 be transferred from the General Fund to the GrimesPlex Enterprise Fund.

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

Section 4. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved this June 28, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

....

Upon motion and vote, the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE

STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of such City relating to the adoption of a resolution entitled, "Resolution establishing the City of Grimes, Iowa GrimesPlex Recreational Facility City Enterprise and authorizing internal transfer of funds."

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

June 23, 2022

VIA EMAIL

Rochelle Williams
City Clerk/City Hall
Grimes, IA

Re: GrimesPlex Recreational Facility City Enterprise
Our File No. 419952

Dear Rochelle:

Attached please find proceedings for use by the City Council at the June 28, 2022 meeting covering the adoption of a resolution establishing the GrimesPlex Recreational Facility City Enterprise (the "Enterprise") and authorizing an internal transfer of funds.

The materials attached include the following items:

1. Minutes of the meeting, followed by the resolution establishing the Enterprise and authorizing the internal transfer of funds from the General Fund to the GrimesPlex Enterprise Fund.
2. Attestation Certificate with respect to the validity of the transcript.

As soon as these proceedings have been completed, please return one fully executed copy to our office. If you have any questions, please contact Emily Hammond or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke



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

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING:

Resolution Approving Notice of Use Restriction – Grimes Greenway, Phase 1

SYNOPSIS:

As you are aware, the City submitted a grant application to the Resource Enhancement Protection agency, for the acquisition of park ground that is identified as a priority acquisition within the Grimes Greenway. This particular property is also along the route of the Grimes WRA Project. The grant application requested the maximum award of \$125,000. The City also has matching funds in the CIP to assist with a larger acquisition.

In October of 2020, staff was made aware that our request was funded. In the medium city category (2,000 – 24,999 total population), there were 18 grant applications, representing a total of \$1,798,469 in funding requested. For the 2020 funding cycle, a total of \$602,424 in funding was available.

The acquisition has now been completed, and in order to receive the grant funds, a Notice of Use Restriction must be recorded upon the property. The notice essentially creates a level of conservation over the property, and has certain terms that the City must abide by.

FISCAL IMPACT:

Approval of the Resolution will allow the City to request the grant dollars. These grant dollars total \$125,000.

PREVIOUS COUNCIL ACTION(S):

Approve Grant Application – August 2020
Approve Grant Agreement – October 2022

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of Resolution.

RESOLUTION NO. 06-2422

RESOLUTION APPROVING NOTICE OF USE RESTRICTIONS – GRIMES GREENWAY
PHASE 1, 2020 REAP

WHEREAS, the City of Grimes (the “City”) has previously submitted an application for a Resource Enhancement and Protection (“REAP”) grant from the State of Iowa relating to the acquisition of approximately 10.53 acres of land to be added to the Grimes Greenway; and

WHEREAS, the State of Iowa has approved the REAP grant application, and the City subsequently entered into a Grant Agreement; and

WHEREAS, the State of Iowa requires that the City record a Notice of Use Restrictions upon the property.

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

1. That the City approves the Notice of Use Restriction.
2. That the Clerk is hereby authorized to record the Notice of Use Restriction with the Dallas County Iowa Recorder.

PASSED AND APPROVED this 28th day of June, 2022

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Prepared By: Kathleen Moench, Iowa DNR, Wallace State Office Bldg., Des Moines, Ia 50319-0034 515-725-8213

When Recorded Return a Copy to:

Iowa DNR, 502 E. 9th Street, Wallace State Office Bldg., Des Moines Ia 50319-0034

**NOTICE OF USE RESTRICTIONS IMPOSED BY STATE ADMINISTRATIVE RULE
ON CERTAIN REAL ESTATE**

Notice is hereby given that on **12/18/2020**, an agreement was made between the Iowa Department of Natural Resources and the **CITY OF GRIMES** to provide state funds for the acquisition or development of real estate legally described as:

DESCRIPTION: **#21-R4-HL, GRIMES GREENWAY - PHASE I,
CITY OF GRIMES, DALLAS COUNTY, IA**
(See Legal Description Attached)

The state funds provided by the above-mentioned agreement were appropriated pursuant to the Iowa Resources and Enhancement, Chapter 455A, Code of Iowa and administered pursuant to the Resource Enhancement and Protection Program Chapter 33, Iowa Administrative Code.

Land Acquired. Whenever land is acquired with resource enhancement and protection fund assistance, that land shall in perpetuity remain in public use for the purposes cited in the grant agreement between the department of natural resources and the CITY OF GRIMES. No property acquired with this fund assistance shall be converted to purposes other than as described in the agreement and further specified in the grant application without approval of the director of the department of natural resources. However, if the department, or the CITY OF GRIMES determines the land acquired is no longer of value for program purposes, or the grantee can show good cause why the land should no longer be used in accordance with the approved project purposes, the land may be disposed of with the department of natural resources director's approval and the proceeds used to acquire an area of equal economic value, or all of the original grant funds shall be returned to the state for inclusion in the account from which the grant was originally made.

The notice will be filed by the CITY OF GRIMES, DALLAS COUNTY, IA in the office the Recorder of the county in which the subject real estate is located.

IOWA DEPARTMENT OF NATURAL RESOURCES

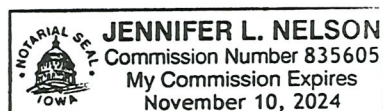
State Capitol Complex

Des Moines, Iowa 50319-0034

5/16/22 By: Alex Moon
Date Title: Alex Moon, Deputy Director
Alex Moon
Print Name

STATE OF IOWA, POLK COUNTY: This instrument was acknowledged before me on the 16th day of May, 2022, by Alex Moon, Deputy Director of the Iowa Department of Natural Resources.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IOWA



Legal Description

Property: **21-R4-HL, GRIMES GREENWAY - PHASE I**
 CITY OF GRIMES, DALLAS COUNTY, IA

The South 1/2 of the SW 1/4 of Section 1, Township 79 North, Range 26, West of the 5th P.M., Dallas County, Iowa; EXCEPT Parcel "A" of Plat of Survey recorded in Book 2004, Page 16564, being a part of the SW 1/4 of Section 1, Township 79 North, Range 26, West of the 5th P.M., Dallas County, Iowa; AND EXCEPT Parcel "B" of Plat of Survey recorded in Book 2007, Page 5035, being a part of the SE 1/4 of the SW 1/4 of Section 1, Township 79 North, Range 26, West of the 5th P.M., Dallas County, Iowa; and the SE 1/4 of the SE 1/4 of Section 2, Township 79 North, Range 26, West of the 5th P.M., Dallas County, Iowa.

RESOLUTION NO. 06-2522

RESOLUTION SETTING PUBLIC HEARING REGARDING APPLICATION FOR
VOLUNTARY ANNEXATION OF CERTAIN PROPERTY INTO THE CITY OF GRIMES

WHEREAS, the City of Grimes, State of Iowa, is a duly organized municipal organization; and

WHEREAS, the City of Grimes, State of Iowa, has received an application for voluntary annexation from the property owners of certain real estate, located in Polk County, Iowa, and shown on the Application identified as Exhibit A, attached hereto and made part hereof for the real estate legally described below; and

WHEREAS, it is the desire of the Grimes City Council to provide for a public hearing to consider said voluntary annexation of property into the City of Grimes.

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

SECTION 1. That pursuant to Iowa Code Section 368.7, a Public Hearing be held before the City Council of the City of Grimes, Iowa, on August 9, 2022, at 5:30 p.m., at the Grimes Community Complex located at 410 SE Main Street, Grimes, IA, to consider approval of an application for voluntary annexation by the titleholder, LeMar Koethe, of the following real estate into the City of Grimes:

The Northwest 1/4 of the Northeast 1/4, all in Section 30, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa, except the East 50 feet thereof.

SECTION 2. That the City Clerk is hereby authorized and directed to publish and give notice of the public hearing on this matter as provided by law.

SECTION 3. That City Staff and the City Attorney are hereby authorized and directed to prepare and execute all notices and take such actions as are necessary for consideration of this annexation as required by the Code of Iowa.

PASSED AND APPROVED this 28th day of June, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES**

The undersigned, LeMar Koethe, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully request the property be annexed into the City of Grimes.

Property Owners: _____

Date: 5/2/2022

Date: _____

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

WILLOW HILLS NORTH – ANNEXATION DESCRIPTION

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE EAST 50 FEET THEREOF AND CONTAINING 39.16 ACRES.

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.
3. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.
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9. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.
10. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.

ANNEXATION EXHIBIT



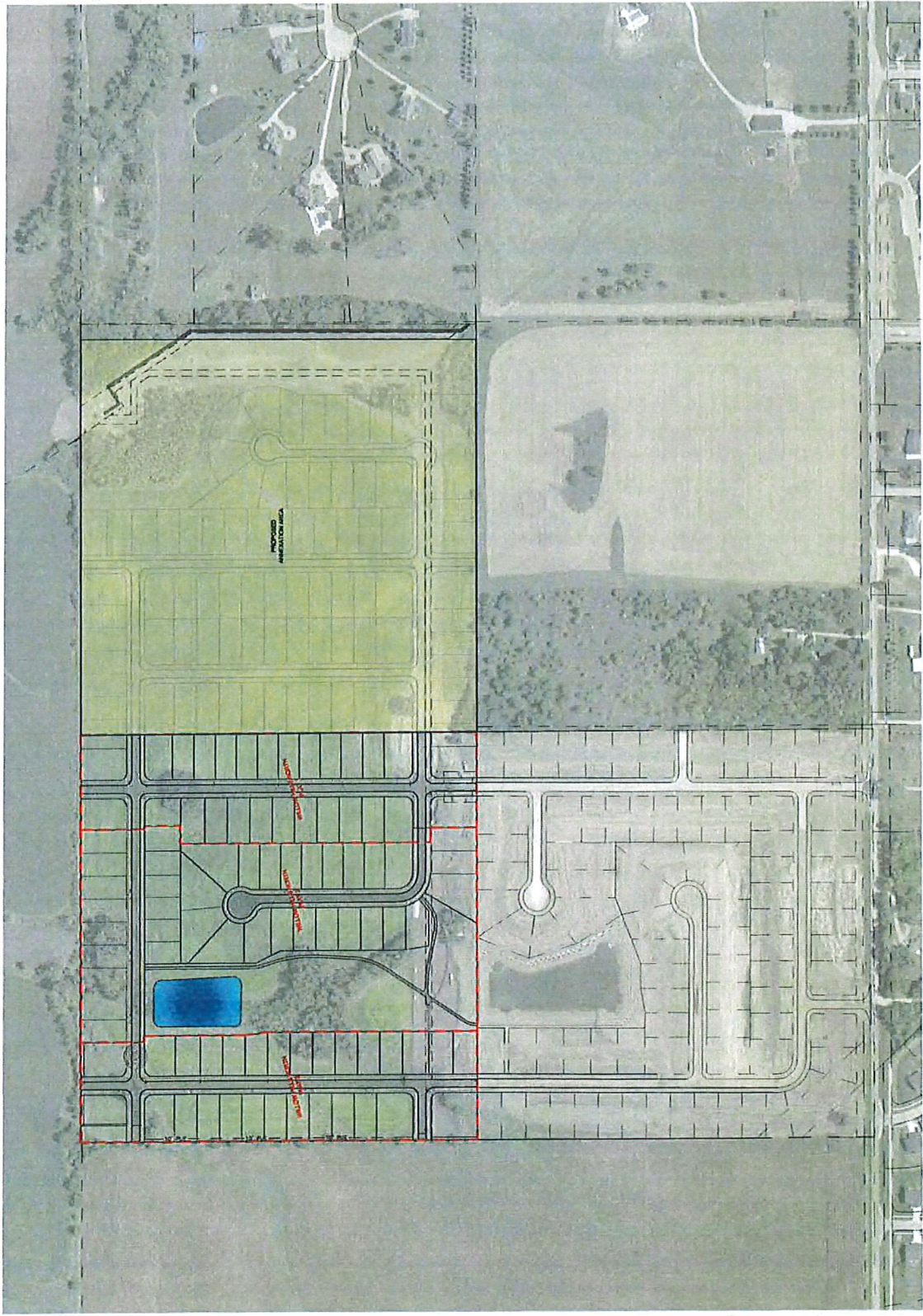
WILLOW HILLS NORTH

CLARK, LA
43777

UNIMPROVED

DESIGNED BY
J. BECKER
CHECKED BY
J. BECKER
DATE: 01/11/11

EX-01 1 / 1





101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project
White Property

SYNOPSIS:

With the development of the plans for Jacob Reconstruction and Storm Sewer 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 \$1,609.85 for the permanent and/or 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 = \$1,609.85

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 06-2622

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – JACOB
RECONSTRUCTION AND STORM SEWER PROJECT WHITE PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Jacob Reconstruction and Storm Sewer 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 June, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00004-002-000COUNTY: PolkPROJECT NO. N/APROJECT NAME: Jacob Street ReconstructionTO: **Robert and Yissell White**

On this 10th day of May, 2022, 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

\$ _____

\$ _____

\$ _____

\$ 1,609.85**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\$ 1,609.85**TOTAL LUMP SUM****BREAKDOWN:**

ac. = acres / sq.ft. = square feet

Land by Fee Title 0 sq.ft.\$ 0.00Underlying Fee Title 0 sq.ft.\$ 0.00Permanent Easement 561 sq.ft.\$ 1,609.85Temporary Easement(s) 0 sq.ft.\$ 0.00

Landscaping/Other

\$ 0.00

Total

\$ 1,609.85Additional Damages None**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 restoration of disturbed area within 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 *Robert White*
By: Robert White
Marital Status: M

X *Yissell White*
By: Yissell White
Marital Status: M

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 9th day of June, A.D. 20 22, before me, the undersigned, a Notary Public in and for said State, personally appeared

Robert White and Yissell White

_____ 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 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:

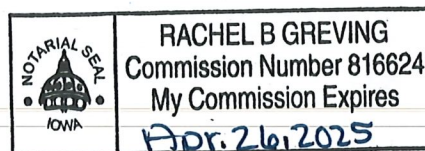
SIGNER IS REPRESENTING:

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

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

**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 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 9 day of June, 2022

By

Yissell White

Name:

Yissell White

Title:

Homeowner

By

Rob White

Name:

Rob White

Title:

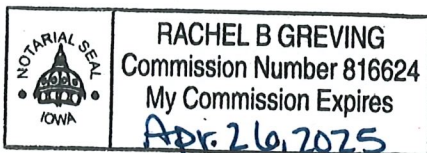
Homeowner

STATE OF Iowa)
) SS.

COUNTY OF Polk)

On this 9th day of June, 2022 before me, the undersigned personally appeared

known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Rachel Greving

Notary Public in and for the State of Iowa

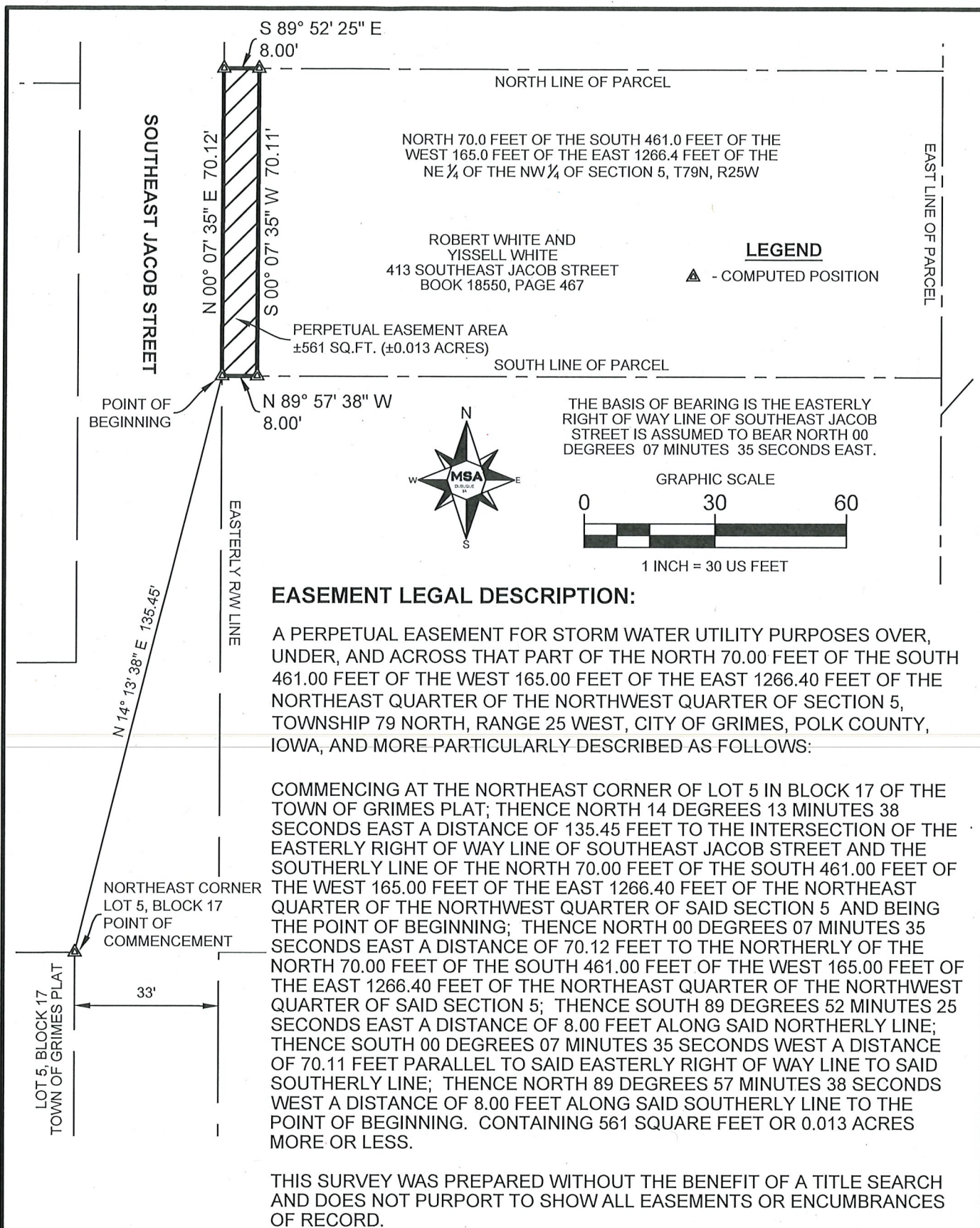
ACCEPTANCE BY CITY

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 _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa





101 NE Harvey, Grimes, Iowa 50111

515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project
Ubben Property

SYNOPSIS:

With the development of the plans for Jacob Reconstruction and Storm Sewer 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 \$367.31 for the permanent and/or 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 = \$367.31

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 06-2722

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – JACOB
RECONSTRUCTION AND STORM SEWER PROJECT UBBEN PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Jacob Reconstruction and Storm Sewer 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 June, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00004-003-003COUNTY: PolkPROJECT NO. N/APROJECT NAME: Jacob Street ReconstructionTO: **Gideon and April Ubben**

On this 10th day of May, 2022, 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

\$ _____

\$ _____

\$ _____

\$ 367.31**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

\$ 367.31**TOTAL LUMP SUM****BREAKDOWN:**

ac. = acres / sq.ft. = square feet

Land by Fee Title 0 sq.ft.\$ 0.00Underlying Fee Title 0 sq.ft.\$ 0.00Permanent Easement 128 sq.ft.\$ 367.31Temporary Easement(s) 0 sq.ft.\$ 0.00

Landscaping/Other

\$ 0.00

Total

\$ 367.31Additional Damages None**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 restoration of disturbed area within 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: Gideon Ubben
Marital Status: _____

X [Signature]
By: April Ubben
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 15th day of June, A.D. 20 22, before me, the undersigned, a Notary Public in and for said State, personally appeared Gideon and April Ubben,
_____ ,
_____ 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 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) _____

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



**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 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 15th day of June, 2022

By April Ubbén

Name: April Ubbén
Title: Homeowner

By Gideon J Ubbén

Name: Gideon J Ubbén
Title: Homeowner

STATE OF Iowa)
) SS.

COUNTY OF Polk)

On this 15th day of June, 2022 before me, the undersigned personally appeared

known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Rachel B. Greving
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 _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

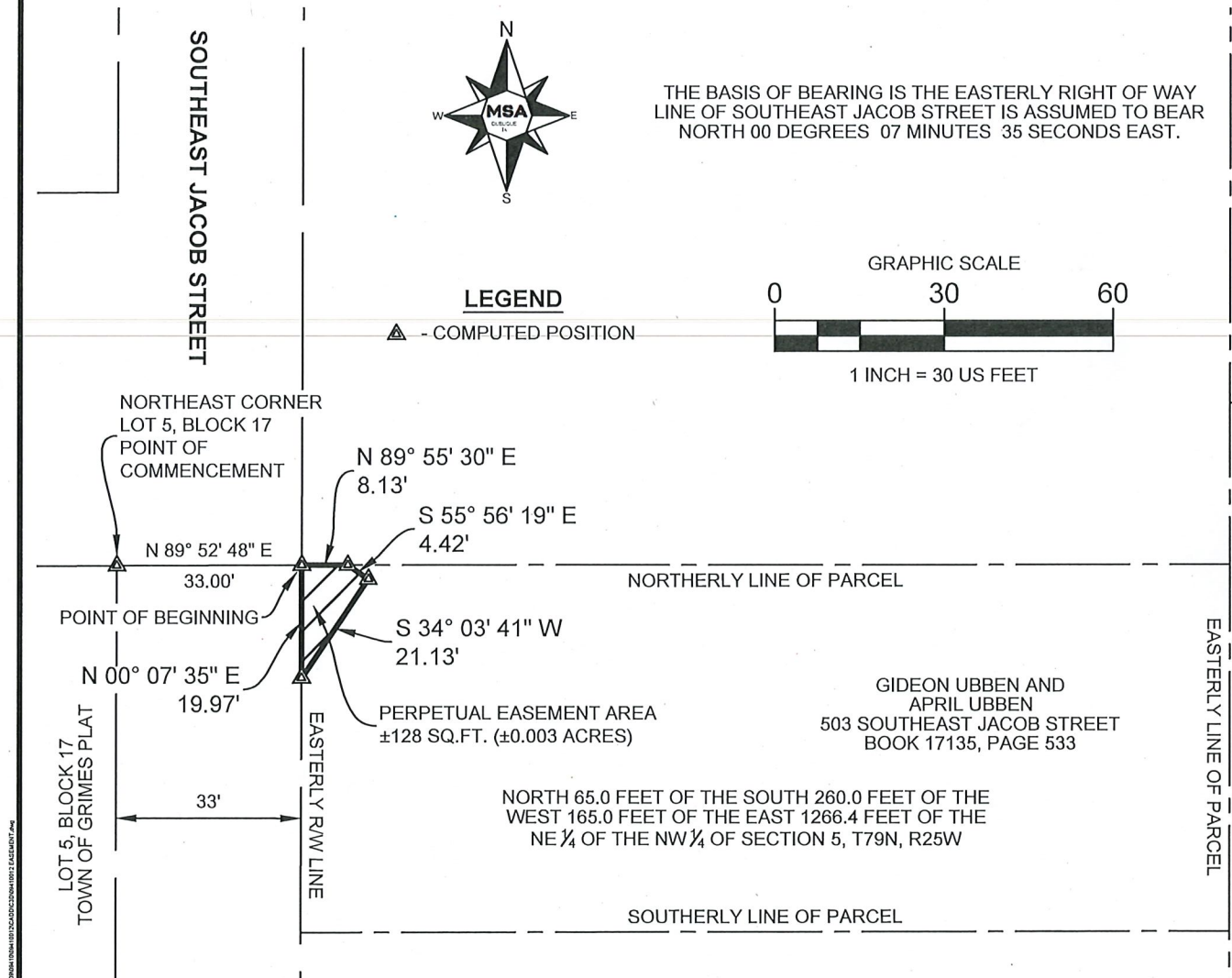
City Clerk of Grimes, Iowa

EASEMENT LEGAL DESCRIPTION:

A PERPETUAL EASEMENT FOR STORM WATER UTILITY PURPOSES OVER, UNDER, AND ACROSS THAT PART OF THE NORTH 65.00 FEET OF THE SOUTH 260.00 FEET OF THE WEST 165.00 FEET OF THE EAST 1266.40 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST, CITY OF GRIMES, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 IN BLOCK 17 OF THE TOWN OF GRIMES PLAT; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS EAST A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTHEAST JACOB STREET AND THE NORTHERLY LINE OF THE NORTH 65.00 FEET OF THE SOUTH 260.00 FEET OF THE WEST 165.00 FEET OF THE EAST 1266.40 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5 AND BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS EAST A DISTANCE OF 8.13 ALONG SAID NORTH LINE; THENCE SOUTH 55 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 4.42 FEET; THENCE SOUTH 34 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 21.13 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 07 MINUTES 35 SECONDS EAST A DISTANCE OF 19.97 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINING 128 SQUARE FEET OR 0.003 ACRES MORE OR LESS.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND DOES NOT PURPORT TO SHOW ALL EASEMENTS OR ENCUMBRANCES OF RECORD.



STORM SEWER EASEMENTS
CITY OF GRIMES
GRIMES, POLK COUNTY, IOWA

EASEMENT EXHIBITS
503 SE JACOB STREET

PROJECT NO.
09410012

SHEET
1 OF 1



101 NE Harvey, Grimes, Iowa 50111

515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project
Knorr Property

SYNOPSIS:

With the development of the plans for Jacob Reconstruction and Storm Sewer 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 \$10,863.98 for the permanent and/or 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 = \$10,863.98

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 06-2822

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – JACOB
RECONSTRUCTION AND STORM SEWER PROJECT KNORR PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Jacob Reconstruction and Storm Sewer 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 June, 2022.

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

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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

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 13 day of JUNE, 2022

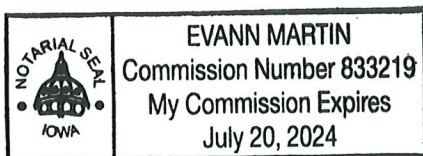
By Michael J Knorr
Name: MICHAEL J KNORR
Title: PROPERTY OWNER

By _____
Name: _____
Title: _____

STATE OF Iowa)
) SS.

COUNTY OF POLK)

On this 13th day of June, 2022 before me, the undersigned personally appeared Michael J Knorr,
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.



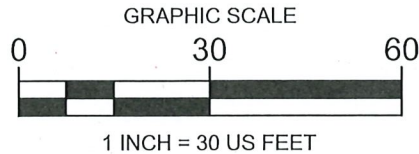
Evann Martin
Notary Public in and for the State of Iowa

PART OF THE NORTH 131.00 FEET OF THE SOUTH 391.00 FEET OF THE WEST 165.00 FEET OF THE EAST 1266.40 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST, CITY OF GRIMES, POLK COUNTY, IOWA

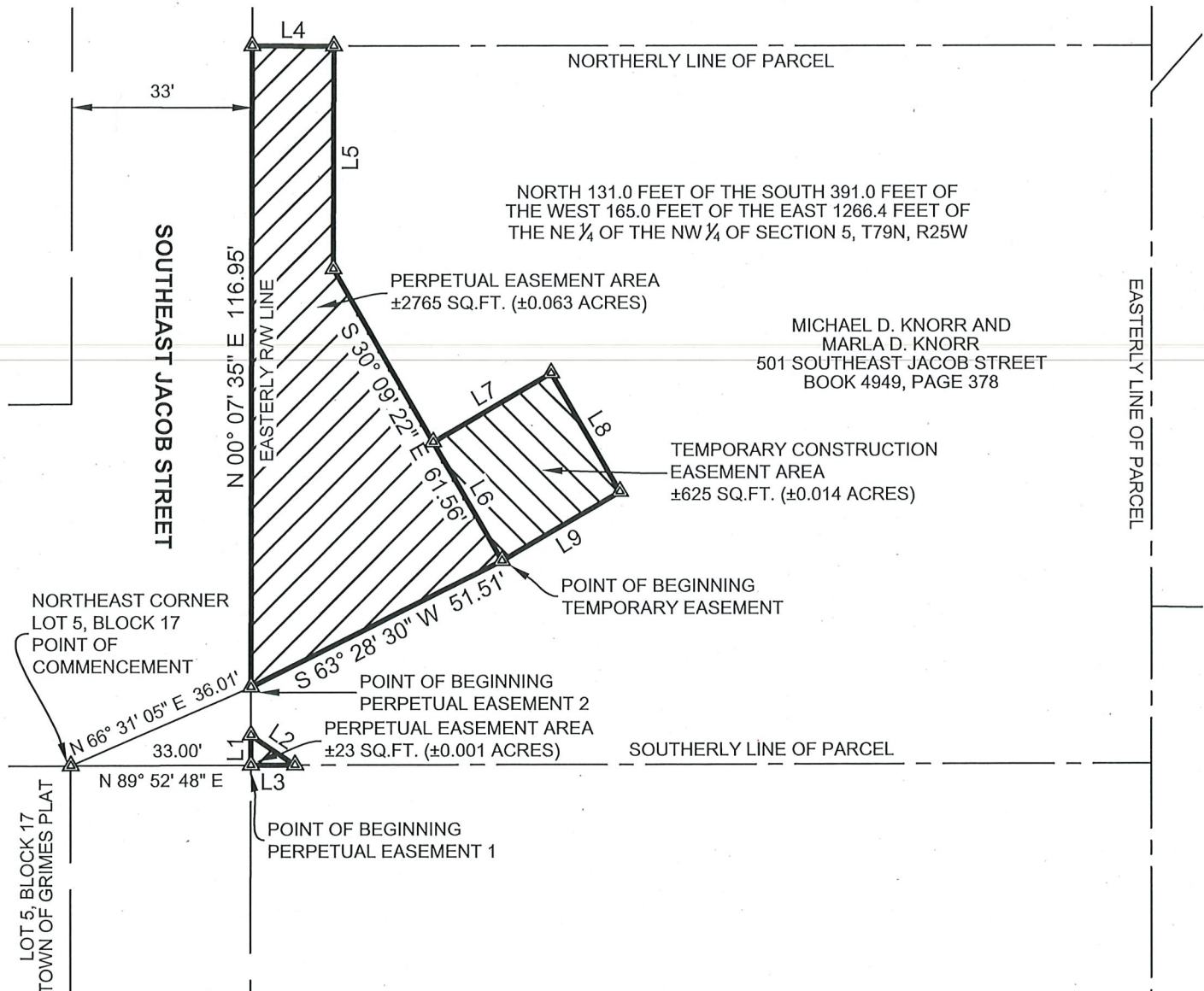
LEGEND

▲ - COMPUTED POSITION

THE BASIS OF BEARING IS THE EASTERLY RIGHT OF WAY LINE OF SOUTHEAST JACOB STREET IS ASSUMED TO BEAR NORTH 00 DEGREES 07 MINUTES 35 SECONDS EAST.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 00° 07' 35" E	5.50'
L2	S 55° 56' 19" E	9.80'
L3	S 89° 55' 30" W	8.13'
L4	S 89° 52' 25" E	15.00'
L5	S 00° 07' 35" W	40.68'
L6	N 30° 09' 22" W	25.00'
L7	N 59° 50' 38" E	25.00'
L8	S 30° 09' 22" E	25.00'
L9	S 59° 50' 38" W	25.00'



STORM SEWER EASEMENTS
CITY OF GRIMES
GRIMES, POLK COUNTY, IOWA

**STORM SEWER
EASEMENT EXHIBITS**

PROJECT NO.
09410012
SHEET
1 OF 2

EASEMENT LEGAL DESCRIPTIONS:

PERPETUAL EASEMENT 1:

A PERPETUAL EASEMENT FOR STORM WATER UTILITY PURPOSES OVER, UNDER, AND ACROSS THAT PART OF THE NORTH 131.00 FEET OF THE SOUTH 391.00 FEET OF THE WEST 165.00 FEET OF THE EAST 1266.40 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST, CITY OF GRIMES, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 IN BLOCK 17 OF THE TOWN OF GRIMES PLAT; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS EAST A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTHEAST JACOB STREET AND THE SOUTHERLY LINE OF THE NORTH 131.00 FEET OF THE SOUTH 391.00 FEET OF THE WEST 165.00 FEET OF THE EAST 1266.40 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5 AND BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 35 SECONDS EAST A DISTANCE OF 5.50 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 55 DEGREES 56 MINUTES 19 SECONDS EAST A DISTANCE OF 9.80 FEET TO SAID SOUTHERLY LINE; THENCE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS WEST A DISTANCE OF 8.13 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING. CONTAINING 23 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

PERPETUAL EASEMENT 2:

A PERPETUAL EASEMENT FOR STORM WATER UTILITY PURPOSES OVER, UNDER, AND ACROSS THAT PART OF THE NORTH 131.00 FEET OF THE SOUTH 391.00 FEET OF THE WEST 165.00 FEET OF THE EAST 1266.40 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST, CITY OF GRIMES, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 IN BLOCK 17 OF THE TOWN OF GRIMES PLAT; THENCE NORTH 66 DEGREES 31 MINUTES 05 SECONDS EAST A DISTANCE OF 36.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTHEAST JACOB STREET AND BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 35 SECONDS EAST A DISTANCE OF 116.95 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF THE NORTH 131.00 FEET OF THE SOUTH 391.00 FEET OF THE WEST 165.00 FEET OF THE EAST 1266.40 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 52 MINUTES 25 SECONDS EAST A DISTANCE OF 15.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 07 MINUTES 35 SECONDS WEST A DISTANCE OF 40.68 FEET PARALLEL WITH SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 30 DEGREES 09 MINUTES 22 SECONDS EAST A DISTANCE OF 61.56 FEET; THENCE SOUTH 63 DEGREES 28 MINUTES 30 SECONDS WEST A DISTANCE OF 51.51 FEET TO THE POINT OF BEGINNING. CONTAINING 2,765 SQUARE FEET OR 0.063 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT:

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES OVER, UNDER, AND ACROSS THAT PART OF THE NORTH 131.00 FEET OF THE SOUTH 391.00 FEET OF THE WEST 165.00 FEET OF THE EAST 1266.40 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST, CITY OF GRIMES, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 IN BLOCK 17 OF THE TOWN OF GRIMES PLAT; THENCE NORTH 66 DEGREES 31 MINUTES 05 SECONDS EAST A DISTANCE OF 36.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTHEAST JACOB STREET; THENCE NORTH 63 DEGREES 28 MINUTES 30 SECONDS EAST A DISTANCE OF 51.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 30 DEGREES 09 MINUTES 22 SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 59 DEGREES 50 MINUTES 38 SECONDS EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH 30 DEGREES 09 MINUTES 22 SECONDS EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH 59 DEGREES 50 MINUTES 38 SECONDS WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 625 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND DOES NOT PURPORT TO SHOW ALL EASEMENTS OR ENCUMBRANCES OF RECORD.



STORM SEWER EASEMENTS
CITY OF GRIMES
GRIMES, POLK COUNTY, IOWA

STORM SEWER
EASEMENT EXHIBITS

PROJECT NO.
09410012
SHEET
2 OF 2

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00004-003-001COUNTY: PolkPROJECT NO. N/APROJECT NAME: Jacob Street Reconstruction

TO: Michael J. Knorr

On this 10th day of May, 2022, 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>10,863.98</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 10,863.98 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>2765</u> sq.ft.	\$ <u>3,967.23</u>
Temporary Easement(s)	<u>625</u> sq.ft.	\$ <u>896.75</u>
Landscaping/Other		\$ <u>6,000</u>
Total		\$ <u>10,863.98</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. 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 restoration of disturbed area within easements.
16. BUYER shall plant 6 trees upon the property, in a location desired by the SELLER.
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 Michael J. Knorr
By: Michael J. Knorr
Marital Status: _____

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

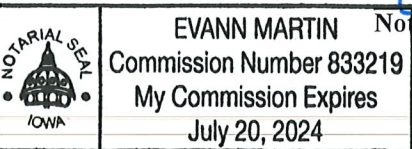
On this 13th day of June, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

Michael J Knorr
_____,
or X 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)

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

**CAPACITY CLAIMED****BY SIGNER:**

X 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 June 28, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project
Kluss Property

SYNOPSIS:

With the development of the plans for Jacob Reconstruction and Storm Sewer 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 \$116.22 for the permanent and/or 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 = \$116.22

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 06-2922

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – JACOB
RECONSTRUCTION AND STORM SEWER PROJECT KLUSS PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Jacob Reconstruction and Storm Sewer 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 June, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00161-001-000COUNTY: PolkPROJECT NO. N/APROJECT NAME: Jacob Street Reconstruction

TO: Donna C. Kluss

On this 10th day of May, 2022, 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

\$ 116.22

on possession and conveyance

Within 30 Days of BUYER Approval

\$ 116.22**TOTAL LUMP SUM****BREAKDOWN:**

ac. = acres / sq.ft. = square feet

Land by Fee Title

0 sq.ft.\$ 0.00

Underlying Fee Title

0 sq.ft.\$ 0.00

Permanent Easement

81 sq.ft.\$ 116.22

Temporary Easement(s)

0 sq.ft.\$ 0.00

Landscaping/Other

\$ 0.00

Total

\$ 116.22Additional Damages None**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 restoration of disturbed area within easements.
16. BUYER shall connect the existing downspouts on the east side of the property into the storm sewer at no cost to the SELLER.
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 Donna C. Kluss
 By: Donna C. Kluss
 Marital Status: Single

X _____
 By: _____
 Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
 COUNTY OF Polk } ss:

On this 13th day of June, A.D. 20 22, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

Donna Kluss

 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) _____

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date) _____

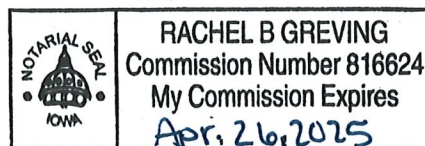
Attested by: Rochelle Williams (Date) _____

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



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 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 13th day of June, 2022

By _____

Name: _____

Title: _____

By _____

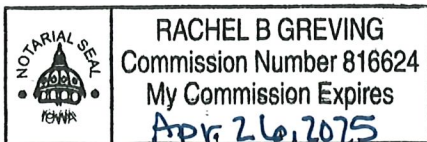
Name: _____

Title: _____

STATE OF Iowa)
) SS.

COUNTY OF Polk)

On this 13th day of June, 2022, before me, the undersigned personally appeared Dona Kluss,
known to me to be the identical persons named in and who executed the foregoing instrument
and acknowledged that they executed the same as their voluntary act and deed.



Rachel B. Greving
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 _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa

RESOLUTION CORRECTING TYPO IN RESOLUTION 06-2122 SERVICES CONTRACT
WITH BLUE SKY CLEANING & DEMOLITION SERVICES, LLC

Grimes Resolution No. 06-3022

WHEREAS, the Grimes City Council approved a bid from Blue Sky Cleaning and Demolition Services, LLC at their regular meeting on June 14, 2022

WHEREAS, the bid from Blue Sky Cleaning & Demolition Services, LLC was accepted at a bid priced of 69,790.00 as stated in their contract.

WHEREAS, Resolution 06-2122 contained a typo stating the amount was \$67,790.00 in error.

THEREFORE, IT IS HEREBY RESOLVED by the Grimes City Council that the Resolution be corrected to reflect the amount of \$69,790.00

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the ___ day of _____, 2022, and approved this _____ day of _____, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

RESOLUTION TO ACCEPT BID AND ENTER INTO CLEAN UP AND SALVAGE
SERVICES CONTRACT WITH BLUE SKY

Grimes Resolution No. 6-2122

WHEREAS, the City of Grimes (City) currently owns property at 402 SE 6th Street, Grimes, Iowa, that is locally known as “Wallace Farm” that the City wishes to develop into a city park and recreation area, and

WHEREAS, the property has farm structures that require demolition and removal as part of the park construction process, and

WHEREAS, the Blue Sky Cleaning & Demolition Services, LLC (Contractor) has a business that specializes in building demolition and removal, and has provided the lowest responsive and responsible bid to the City through the bidding process, and

WHEREAS, the City desires to accept the bid and retain the services of the Contractor for demolition and removal building work on the Wallace Farm, and

THEREFORE, IT IS HEREBY RESOLVED by the Grimes City Council that the bid of the Contractor of \$69,790.00 be accepted to perform demolition and removal services at the Wallace Farm location, and that the Mayor is authorized to execute a written contract on behalf of the City of Grimes for these services that is recommended by the Grimes City Attorney.

Passed by the City Council of the City of Grimes, Iowa, by of vote of 4 to 0 the 14th day of June, 2022, and approved this 14th day of June, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Corrected Resolution

RESOLUTION TO ACCEPT BID AND ENTER INTO CLEAN UP AND SALVAGE
SERVICES CONTRACT WITH BLUE SKY

Grimes Resolution No. 6-2122

WHEREAS, the City of Grimes (City) currently owns property at 402 SE 6th Street, Grimes, Iowa, that is locally known as "Wallace Farm" that the City wishes to develop into a city park and recreation area, and

WHEREAS, the property has farm structures that require demolition and removal as part of the park construction process, and

WHEREAS, the Blue Sky Cleaning & Demolition Services, LLC (Contractor) has a business that specializes in building demolition and removal, and has provided the lowest responsive and responsible bid to the City through the bidding process, and

WHEREAS, the City desires to accept the bid and retain the services of the Contractor for demolition and removal building work on the Wallace Farm, and

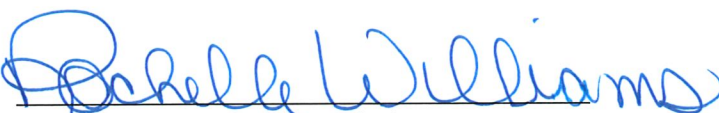
THEREFORE, IT IS HEREBY RESOLVED by the Grimes City Council that the bid of the Contractor of \$69,790.00 be accepted to perform demolition and removal services at the Wallace Farm location, and that the Mayor is authorized to execute a written contract on behalf of the City of Grimes for these services that is recommended by the Grimes City Attorney.

Passed by the City Council of the City of Grimes, Iowa, by of vote of 4 to 0 the 14 day of June, 2022, and approved this 14 day of June, 2022.



Scott Mikkelsen, Mayor

Attested:



Rochelle Williams, City Clerk

AGREEMENT FOR DEMOLITION SERVICES

WALLACE FARM PARK PROJECT CITY OF GRIMES, IOWA

THIS AGREEMENT, made this 14 day of June 2020², by and between the **CITY OF GRIMES, IOWA**, hereinafter referred to as the **City**, and **BLUE SKY CLEANING & DEMOLITION SERVICES, LLC** of Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Contractor**,

WITNESSETH, THAT WHEREAS, the City currently owns property at 402 SE 6th Street, Grimes, Iowa, that is locally known as "Wallace Farm" that the City wishes to develop into a city park and recreation area, and

WHEREAS, the property has farm structures that require removal as part of the park construction process, and

WHEREAS, the Contractor has a business that specializes in building demolition and removal, and has provided the lowest responsive and responsible bid to the City through the bidding process, and

WHEREAS, the City desires to retain the services of the Contractor for demolition and removal building work on the Wallace Farm as outlined below.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Contractor to provide demolition and building removal work subject to the following terms, conditions, and stipulations to wit:

1. SCOPE OF THE PROJECT.

- A. The Scope of the Project for the Wallace Farm shall include the demolition and removal of all farm buildings located at Wallace Farm, as well as property restoration as specified in the Scope of Services.

It is understood and agreed the scope of the Project may be modified by mutual agreement during the course of performance of the services as the parties mutually determine necessary to meet the goals and objectives of the City.

2. SCOPE OF SERVICES.

The specific Scope of Services under this Agreement includes the following:

- Cutting and capping of the water and sewer service to the farm house
- Obtaining of the permit for demolition
- One mobilization and demobilization of manpower and equipment to and from the site
- Demolition, removal, and disposal of the 1,107 SF Single Story House, 72 SF Open Porch, 144 SF Enclosed Porch, and 140 SF Deck
- Demolition, removal, and disposal of the 495 SF basement foundation, slab, and footings
- Use of onsite material to backfill the open excavation
- Removal and disposal of the walkways around the house
- City sidewalk and approach to remain
- Demolition, removal, and disposal of the 600 SF Garage
- Demolition, removal, and disposal of the 600 SF slab and footings
- Demolition, removal, and disposal of the 120 SF Shed
- Demolition, removal, and disposal of the 768 SF Utility Building
- Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 928 SF Crib Building
- Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 448 SF Lean-To
- Demolition, removal, and disposal of the 576 SF Lean-To
- Demolition, removal, and disposal of the 1,500 SF Utility Building
- Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 928 SF Pole Barn
- Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 594 SF Flat Barn
- Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 3,360 SF Flat Barn
- Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 960 SF Flat Barn
- Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 100 SF Shed
- Demolition, removal, and disposal of the Lean-To on the SW corner of the property
- All disturbed areas to be rough graded

- Owner to provide access to and from the site with limited disruption from third parties.
- Optioned work is to be done at the time of primary scope work.
- Time and material change order charges may apply for additional mobilizations and work.
- Work stoppages due to weather or other unforeseen events may be subject to time and material change order charges.
- Any and all Federally announced Pandemics will extend the completion date with no penalty.
- Any slab, foundation, walls, or footings with foam, plastic, coloring, overlay, or other unrecyclable material will be subject to change order if found to be unable to recycle.
- Interior Slab removal includes removal up to 4" thickness.
- Exterior Slab removal includes removal up to 8" thickness.
- Footing removal includes up to 1' wide by 4' depth.
- Administration and tonnage fees will be charged if scale tickets are required for recycled materials
- This estimate is based on diesel fuel to cost below \$4.75/gallon and landfill fees to not be 3% more than the cost of tipping fees at the date of this contract
- Fuel surcharge to be 1% of invoice for every 50 cents above \$4.75 fuel pricing
- Fuel receipts will be provided for \$4.75 fuel and above
- Means and methods to be discussed after execution of the contract
- Time and material change order charges may apply if the means and methods used to bid the job are altered due to unforeseen circumstances of either party

3. RESPONSIBILITY OF THE CITY.

Unless stated otherwise, the City shall furnish access to the Wallace Farm for the Contractor to perform work of the Agreement.

4. COMPLETION.

The completion date for the services under this Agreement is July 31, 2022.

5. COMPENSATION.

The fees for services under this Agreement shall be \$69,790.00, plus any additional fees mutually agreed to by the City and Contractor pursuant to a written change order completed prior to the change order work, and any fuel charges surcharges or tipping fees specified under Section 2.

6. METHOD OF PAYMENT.

The Contractor shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Contractor shall show the total fees due, the amounts paid to date and the balance of the amount of the contract. If additional charges are requested pursuant to Section 5, the agreed written change order and/or any written proof of claimed fuel surcharges or increased tipping fees must be specified and attached.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

7. SERVICES NOT INCLUDED.

The above-stated fees do not include compensation for the following work items or potential work items:

- Private utility locates and disconnection or Relocation of utilities.
- Asbestos inspection, testing, abatement, air monitoring, and filings.
- Removal of additional materials not visible at the time of contract.
- Evacuation of any HVAC units of gasses.
- Disposal of any oils, chemicals, hazardous material, or contaminated soils.
- Removal of underground tanks, wells, cisterns, or sewer systems.
- Building of shoring, temporary enclosures, weatherproofing, patch back or repairs to any surfaces.
- Creation of a storm water pollution prevention plan.
- Installation of silt fence, sock, or any other erosion prevention materials.
- Backfilling of excavations beyond what is specified under Section 2.
- Importation/Exportation of fill material.
- Exportation of subbase materials.
- Soil testing and compaction testing.
- Removal of drive approaches or city sidewalks, or paving shown as staying.

- LEED Certification goals.
- Salvaging of items for the owner.
- Repair or replacement of trees, turf, sidewalks, paving surfaces, or unmarked irrigation system.
- Construction fencing of the site.

8. NOTICE TO PROCEED.

Approval of this Agreement by the City shall constitute Notice to Proceed.

9. TERMINATION OF AGREEMENT.

If, through any cause, the Contractors shall fail to fulfill in a timely and proper manner the obligations under this Agreement in the City's sole judgment, the City shall have the absolute right to terminate this Agreement by specifying the date of termination in a written notice to the Contractors at least ten (10) working days before the termination date. In this event, the Contractors shall be entitled to just and equitable compensation for any satisfactory work completed, and for payment of properly supported fuel surcharge and tipping fee increases as provided by the Agreement requirements, but no other compensation or damages.

10. ASSIGNABILITY.

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.

11. INDEMNIFICATION.

The Contractor shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Contractor's or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Contractor's personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

12. INSURANCE.

The Contractor shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the City is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	1,000,000

Professional Liability**,***

2,000,000/2,000,000

*Occurrence/Aggregate

**The Owner is not to be named as an additional insured

***Claims made basis

The Contractor shall provide the City with certificates of insurance prior to commencing work. Renewal certificates of insurance shall be provided within 15 days after the effective date of the renewal of insurance.

13. MODIFICATIONS TO AGREEMENT OR CHANGE ORDERS. This Agreement may be modified upon written agreement by the City and the Contractor. In the event that any additional services are required of the Contractor that are over and above those described in this Agreement, the services shall not be done without express prior written agreement or change order between the City and the Contractor. The scope of additional services, and fees to be charged, shall be specified in any such written authorization.

14. COMPLETENESS OF CONTRACT. This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

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

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

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

CITY OF GRIMES, IOWA

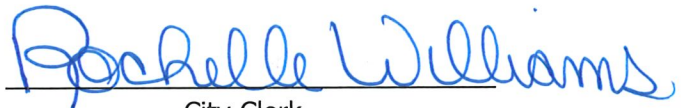
ATTEST:

By



Mayor

By



City Clerk

6-14-22

ATTEST:

By



Vincent Fitzpatrick Project manager/Estimator

06/10/2022

By



Clayton Cogley

Wallace Farm Demolition

Request for Proposal

City of Grimes Contact

Brian Becker
(515) 514-1047
BBecker@GrimesIowa.gov

Site Demolition Scope:

Demolition work at **402 SE 6th St. in Grimes, IA** with the following scope of work:

- Cutting and capping of the water and sewer service to the house
- Obtaining of the permit for demolition
- One mobilization and demobilization of manpower and equipment to and from the site
- Demolition, removal, and disposal of the 1,107 SF Single Story House, 72 SF Open Porch, 144 SF Enclosed Porch, and 140 SF Deck
 - Demolition, removal, and disposal of the 495 SF basement foundation, slab, and footings
 - Use of onsite material to backfill the open excavation
 - Removal and disposal of the walkways around the house
 - City sidewalk and Approach to remain
- Demolition, removal, and disposal of the 600 SF Garage
 - Demolition, removal, and disposal of the 600 SF slab and footings
- Demolition, removal, and disposal of the 120 SF Shed
- Demolition, removal, and disposal of the 768 SF Utility Building
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 928 SF Crib Building
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 448 SF Lean-To
- Demolition, removal, and disposal of the 576 SF Lean-To
- Demolition, removal, and disposal of the 1,500 SF Utility Building
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 928 SF Pole Barn
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 594 SF Flat Barn
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 3,360 SF Flat Barn
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 960 SF Flat Barn
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 100 SF Shed
- Demolition, removal, and disposal of the Lean-To on the SW corner of the property
- All disturbed areas to be rough graded

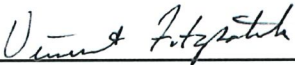
Estimate to complete the above scope of work\$ **\$69,790.00**

Bid Exclusions: Work not specified in above demolition scope. Private utility locates. Disconnection or Relocation of utilities. Asbestos inspection, testing, abatement, air monitoring, and filings. Additional materials not visible are subject to change order. Evacuation of any HVAC units of gasses. Disposal of any oils, chemicals, hazardous material, or contaminated soils. Removal of underground tanks, wells, cisterns, or sewer systems. Shoring, temporary enclosures, weatherproofing, patch back or repairs to any surfaces. Storm water pollution prevention plan. Installation of silt fence, sock, or any other erosion prevention materials. Backfilling of excavations. Importation/Exportation of fill material. Exportation of subbase materials. Soil testing and compaction testing. Removal of drive approaches or city sidewalks, or paving shown as staying. Bonding or additional insurance requirements. LEED Certification goals. Salvaging of items for the owner. Work stoppages due to others. Damage or replacement of trees, turf, sidewalks, paving surfaces, irrigation system, etc. Fencing of the site.

Demo Notes:

- Owner to provide access to and from the site with limited disruption from others.
- Optioned work is to be done at the time of primary scope work. T&M charges to apply for additional mobilizations and work.
- Work stoppages due to weather, others, or any other unforeseen events are subject to T&M charges.
- Any and all Federally announced Pandemics will extend the turnover date with no penalty.
- Any slab, foundation, walls, or footings with foam, plastic, coloring, overlay, etc. will be subject to change order if found to be unable to recycle.
- Interior Slab removal includes removal up to 4" thickness.
- Exterior Slab removal includes removal up to 8" thickness.
- Footing removal includes up to 1' wide by 4' depth.
- Admin and tonnage fees will be charged if scale tickets are required for recycled materials
- This estimate is based on diesel fuel to cost below \$4.75/gallon and landfill fees to not be 3% more than the cost of tipping fees at the date of this estimate
- Fuel surcharge to be 1% of invoice for every 50 cents above \$4.75 fuel pricing
- Fuel receipts will be provided for \$4.75 fuel and above
- Means and methods to be discussed after execution of the contract
- T&M charges to apply if the means and methods used to bid the job are altered due to unforeseen circumstances

Company Name: Blue Sky Cleaning and Demolition

By: Vincent Fitzpatrick 

Title: Estimator / Project manager

Date: 5/20/2022

Wallace Farm Demolition

Request for Proposal

City of Grimes Contact

Brian Becker
(515) 514-1047
BBecker@GrimesIowa.gov

Site Demolition Scope:

Demolition work at **402 SE 6th St. in Grimes, IA** with the following scope of work:

- Cutting and capping of the water and sewer service to the house
- Obtaining of the permit for demolition
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 - City sidewalk and Approach to remain
- Demolition, removal, and disposal of the 600 SF Garage
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- Demolition, removal, and disposal of the 768 SF Utility Building
 - Demolition, removal, and disposal of the slab and footings
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- Demolition, removal, and disposal of the 594 SF Flat Barn
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 3,360 SF Flat Barn
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 960 SF Flat Barn
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 100 SF Shed
- Demolition, removal, and disposal of the Lean-To on the SW corner of the property
- All disturbed areas to be rough graded

Estimate to complete the above scope of work\$ 81,000.00

Bid Exclusions: Work not specified in above demolition scope. Private utility locates. Disconnection or Relocation of utilities. Asbestos inspection, testing, abatement, air monitoring, and filings. Additional materials not visible are subject to change order. Evacuation of any HVAC units of gasses. Disposal of any oils, chemicals, hazardous material, or contaminated soils. Removal of underground tanks, wells, cisterns, or sewer systems. Shoring, temporary enclosures, weatherproofing, patch back or repairs to any surfaces. Storm water pollution prevention plan. Installation of silt fence, sock, or any other erosion prevention materials. Backfilling of excavations. Importation/Exportation of fill material. Exportation of subbase materials. Soil testing and compaction testing. Removal of drive approaches or city sidewalks, or paving shown as staying. Bonding or additional insurance requirements. LEED Certification goals. Salvaging of items for the owner. Work stoppages due to others. Damage or replacement of trees, turf, sidewalks, paving surfaces, irrigation system, etc. Fencing of the site.

Demo Notes:

- Owner to provide access to and from the site with limited disruption from others.
- Optioned work is to be done at the time of primary scope work. T&M charges to apply for additional mobilizations and work.
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- Footing removal includes up to 1' wide by 4' depth.
- Admin and tonnage fees will be charged if scale tickets are required for recycled materials
- This estimate is based on diesel fuel to cost below \$4.75/gallon and landfill fees to not be 3% more than the cost of tipping fees at the date of this estimate
- Fuel surcharge to be 1% of invoice for every 50 cents above \$4.75 fuel pricing
- Fuel receipts will be provided for \$4.75 fuel and above
- Means and methods to be discussed after execution of the contract
- T&M charges to apply if the means and methods used to bid the job are altered due to unforeseen circumstances

Company Name: Earth Services & Abatement, LLC dba Iowa Demolition

By: Nick Ruhser



Digitally signed by Nick Ruhser
Date: 2022.05.09 10:53:36-05'00'

Title: Project Manager

Date: 5/9/22



260 N.E. 44th Avenue Des Moines, IA 50313
Phone: 515-243-1151 Fax: 515-243-1214
<http://www.decardolodemolition.com>

City of Grimes

Brian Becker
(515) 514-1047
BBecker@GrimesIowa.gov

Site Demolition Scope:

DeCarlo Demolition Company submits its estimate for demolition work at 402 SE 6th St. in Grimes, IA with the following scope of work:

- Cutting and capping of the water and sewer service to the house
- Obtaining of the permit for demolition
- One mobilization and demobilization of manpower and equipment to and from the site
- Demolition, removal, and disposal of the 1,107 SF Single Story House, 72 SF Open Porch, 144 SF Enclosed Porch, and 140 SF Deck
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 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 960 SF Flat Barn
 - Demolition, removal, and disposal of the slab and footings
- Demolition, removal, and disposal of the 100 SF Shed
- Demolition, removal, and disposal of the Lean-To on the SW corner of the property
- All disturbed areas to be rough graded

DeCarlo Demolition Company estimates to complete the above scope of work to be \$123,880.00.

Bid Exclusions: Work not specified in above demolition scope. Private utility locates. Disconnection or Relocation of utilities. Asbestos inspection, testing, abatement, air monitoring, and filings. Additional materials not visible are subject to change order. Evacuation of any HVAC units of gasses. Disposal of any oils, chemicals, hazardous material, or contaminated soils. Removal of underground tanks, wells, cisterns, or sewer systems. Shoring, temporary enclosures, weatherproofing, patch back or repairs to any surfaces. Storm water pollution prevention plan. Installation of silt fence, sock, or any other erosion prevention materials. Backfilling of excavations. Importation/Exportation of fill material. Exportation of subbase materials. Soil testing and compaction testing. Removal of drive approaches or city sidewalks, or paving shown as staying. Bonding or additional insurance requirements. LEED Certification goals. Salvaging of items for the owner. Work stoppages due to others. Damage or replacement of trees, turf, sidewalks, paving surfaces, irrigation system, etc. Fencing of the site.

Demo Notes:

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- Fuel surcharge to be 1% of invoice for every 50 cents above \$4.75 fuel pricing
- Fuel receipts will be provided for \$4.75 fuel and above
- Means and methods to be discussed after execution of the contract
- T&M charges to apply if the means and methods used to bid the job are altered due to unforeseen circumstances

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In the event that either party is required to initiate legal action to enforce the terms of this Agreement, said action shall be filed in the Iowa District Court in and for Polk County, Iowa. The prevailing party in any such action shall be entitled to the recovery of reasonable attorney fees and expenses – in addition to any other remedies that may be available.

DeCarlo Demolition Company is to be held harmless for negligent acts of any sub-contractor. All salvage becomes the property of DeCarlo Demolition Company upon receipt of signed copy of this proposal. Please acknowledge your acceptance by signing and returning a copy of this proposal to our office. Payments are due upon completion of work. Invoices not paid within 30 days are subject to a 1.5% monthly finance charge.

Thank you for the opportunity to bid your project. Proposal will be in effect for thirty days.

Respectfully submitted, dated this 2nd day of May 2022.

DeCarlo Demolition Company

Zach DeCarlo

City of Grimes

Brian Becker

By: Zach DeCarlo

Accepted By: _____

Title: Estimator

Title: _____

Date: 5/2/2022

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Elliott Milakovich c/o FBL Financial Group Inc. 2400 86th St Unit 20 Urbandale, IA 50325	CONTACT NAME: Elliott Milakovich	
	PHONE (A/C, No, Ext): (515) 489-0045	FAX (A/C, No):
INSURED COGLEY LLC BLUE SKY CLEANING SERVICES 1615 E MADISON AVE DES MOINES, IA 503133929	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Farm Bureau Property & Casualty Insurance Company	NAIC # 13773
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

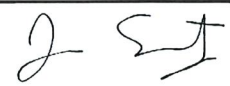
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☐	CPP6067980	02/22/2022	02/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☐	CPP6067980	02/22/2022	02/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	☐	☐	CU 0004279	02/22/2022	02/22/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 6020524	02/22/2022	02/22/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Wallace Farm Park Project

CERTIFICATE HOLDER

CANCELLATION

City of Grimes, Iowa	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jon Swartz, Underwriting Vice President 

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Cooley, LLC	
2 Business name/disregarded entity name, if different from above DBA Blue Sky Cleaning Services	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 1615 E Madison Avenue	Requester's name and address (optional) Integrity Construction Services
6 City, state, and ZIP code Des Moines, Iowa 50313	623 East Lincoln Way Ames, IA 50010
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
82	3128827

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2-3-2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Resolution #06-3222 “A Resolution Approving Personnel Transactions”

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

Section 1. Pursuant to duly authorized job description and approval by Fire Chief Clark, Brad Crookshank was hired as a part time Firefighter/Paramedic at an hourly rate of \$18.04. His start date was June 6, 2022. Pursuant to the part-time pay policy adopted by the Johnston Grimes Metropolitan Fire Department, the following part-time employee wages are adjusted as reflected below:

<u>Employee</u>	<u>Hire Date</u>	<u>FY 22 PT Wage</u>	<u>FY 23 Adjust</u>
Borcherding, Todd	5/1/2014	\$17.09	\$18.00
Brouwer, Andrea	8/1/2007	\$18.59	\$19.50
Burns, Tim	1/1/2014	\$18.59	\$19.50
Chumbley, Randy	1/1/2009	\$19.84	\$20.75
Goodburn, Alex	5/1/2015	\$16.84	\$17.75
Henrici, Gus	4/23/2012	\$18.09	\$19.00
Johnson, Levi	3/10/2020	\$17.00	\$20.00
Odell, Kelsey	3/10/2020	\$17.00	\$19.00
Pierce, Tanya	3/10/2020	\$15.00	\$16.00

Section 2. Pursuant to duly authorized job description and approval by Parks and Recreation Director Brian Becker, Traeton Wheeler was moved from a Parks Seasonal staff position to Maintenance Worker II at an hourly rate of \$18.00. This change bears an effective date of June 5, 2022.

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

PASSED AND APPROVED this 28th day of June 2022.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

**RESOLUTION 06-3322 ADJUSTING EMPLOYEE COMPENSATION AND
APPROVING SALARY RANGES FOR FISCAL YEAR 2023**

WHEREAS, pursuant to Pursuant to Resolution 06-0819 Approving and Adopting the Grimes Employee Classification and Compensation Plan, Phase I (passed June 11, 2019), the City has adopted a classification and compensation system that recognizes employee pay is determined by an identified range for each position, updated annually by reference to such positions in the peer cities of Altoona, Clive, Johnston, Norwalk, Pleasant Hill, and Wauke.

WHEREAS, pursuant to the Performance Management System adopted by the City Council in Resolution 09-0419 Adopting Performance Management System (passed September 10, 2019), the City obligated employees to submit to annual performance evaluations and the Human Resources Director has confirmed and completed that process;

WHEREAS, pursuant to the foregoing resolutions, employee pay was to be determined by measuring (a) the changing consumer cost of goods as represented by the Consumer Price Index (CPI), as reported by the United States Bureau of Labor Statistics IN January 2022 (8.6%); (b) each employee's position in the pay range (whether at or near the entry point or at or near the max); (c) and measurement of the employee's performance to arrive at a proposed pay adjustment; and

WHEREAS, the Human Resources Director and City Administrator have proposed a one-time exception to the aforementioned system 3.0% max to 3.5% in an effort to recognize record-setting levels of inflation;

WHEREAS, the Human Resources Director has presented the “City of Grimes FY23 Wage and Salary Levels,” attached hereto as Exhibit “A,” which identifies the proposed FY23 salary ranges for the upcoming budget;

WHEREAS, the Human Resources Director has calculated the impact of the foregoing instruments, namely, the (1) Employee Classification and Compensation Plan and (2) Performance Management System and presented the results of the application of same by way of the “Employee Wage/Salary Levels FY23” attached hereto as Exhibit “B;”

WHEREAS, the Human Resources Director has applied adjustments to part-time employee compensation in the Library by way of the method previously adopted by Resolution No. 08-1020 “A Resolution Approving Job Descriptions, Setting Pay Classifications and Making Pay Adjustments for Part-time Library Staff,” in the “Part-time Employee Pay FY22,” attached hereto as Exhibit “C;”

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

Section 1. The findings of the Human Resources Director as set forth in the “City of Grimes FY23 Wage and Salary Levels,” attached hereto as Exhibit “A,” are accepted and adopted, incorporating salary ranges based on the comparator cities of Altoona, Clive, Johnston, Norwalk, Pleasant Hill, Johnston, and Waukee and determining salary ranges for all City of Grimes positions;

Section 2. That the pay adjustments determined by the methodology identified herein are hereby adopted, which sets forth the following pay adjustments:

1. For those individuals covered by the **AFSCME agreement**, as follows:

- a. A 3.2 percent increase, plus movement through the “step” system set forth in the wage matrix as follows, for total percent adjustments as represented in the rightmost column below:

PW Street Tech II Year 0-1	\$40,185.00	\$48,547.20	
PW Street Tech II Year 1-2	\$45,177.60	\$53,830.40	19.15%
PW Street Tech II Year 2-3	\$54,724.80	\$56,472.00	3.19%
PW Street Tech II Year 3-4	\$56,430.40	\$59,113.60	4.75%
PW Street Tech II Year 4-5	\$58,115.20	\$62,192.00	7.02%
Utility Locator Year 0-1	\$54,080.00	\$58,593.60	8.35%
Utility Locator Year 1-2	\$56,784.00	\$61,547.20	8.39%
Utility Locator Year 2-3	\$59,633.60	\$64,604.80	8.34%
Utility Locator Year 3-4	\$62,608.00	\$67,849.60	8.37%
Utility Locator Year 4-5	\$65,748.80	\$71,240.00	8.35%
Water/SW Laborer Year 0-1	\$48,360.00	\$52,395.20	8.34%
Water/SW Laborer Year 1-2	\$50,772.80	\$57,553.60	13.36%
Water/SW Laborer Year 2-3	\$55,764.80	\$60,424.00	8.36%
Water/SW Laborer Year 3-4	\$58,552.00	\$62,920.00	7.46%
Water/SW Laborer Year 4-5	\$60,964.80	\$67,600.00	10.88%
Locator/Street Tech Yr. 0-1	\$47,132.80	\$51,064.00	8.34%
Locator/Street Tech Yr. 1-2	\$49,483.20	\$56,472.00	14.12%
Locator/Street Tech Yr. 2-3	\$54,724.80	\$59,300.80	8.36%
Locator/Street Tech Yr. 3-4	\$57,470.40	\$62,275.20	8.36%
Locator/Street Tech Yr. 4-5	\$60,340.80	\$66,518.40	10.24%

- b. Plus a “longevity” wage addition of:

5-9 Years	\$.20 per hour
15-19 Years	\$.30 per hour
15-19 Years	\$.40 per hour
20 Years	\$.50 per hour

2. For those covered by the Human Resources Director’s proposed figures in that City of Grimes FY23 Wage and Salary Levels, in such manner according to the policies

set forth herein, by virtue of reclassifications/promotions, and for performance and range advancement, and as more fully set forth in Exhibit B.

3. And finally, for those individuals covered by the IAFF Agreement:

- a. A three percent increase, plus movement through the “step” system set forth in the wage matrix so that individuals at the following pay levels will be adjusted as follows:

FF II - EMT (IAFF) Step 1 to 2	\$50,630.00	\$55,005.00	8.64%
FF II - EMT (IAFF) Step 2 to 3	\$53,403.00	\$56,936.00	6.62%
FF II - EMT (IAFF) Step 3 to 4	\$54,754.00	\$59,782.00	9.18%
FF II - EMT (IAFF) Step 4 to 5	\$58,041.00	\$61,276.00	5.57%
FF II - EMT (IAFF) Step 5 to 6	\$59,491.00	\$62,502.00	5.06%
FF II - EMT (IAFF) Step 6 to 7	\$60,682.00	\$63,752.00	5.06%
FF II - EMT (IAFF) Step 7 to 8	\$61,895.00	\$66,302.00	7.12%
FF II - EMT (IAFF) Step 8 to 9	\$64,371.00	\$68,954.00	7.12%
FF II - Paramedic (IAFF) 1 to 2	\$55,048.00	\$58,968.00	7.12%
FF II - Paramedic (IAFF) 2 to 3	\$57,250.00	\$61,327.00	7.12%
FF II - Paramedic (IAFF) 3 to 4	\$59,541.00	\$63,779.00	7.12%
FF II - Paramedic (IAFF) 4 to 5	\$61,922.00	\$66,331.00	7.12%
FF II - Paramedic (IAFF) 5 to 6	\$64,399.00	\$68,984.00	7.12%
FF II - Paramedic (IAFF) 6 to 7	\$66,975.00	\$71,743.00	7.12%
FF II - Paramedic (IAFF) 7 to 8	\$69,654.00	\$75,766.00	8.77%
FF II - Paramedic (IAFF) 8 to 9	\$73,559.00	\$78,796.00	7.12%

Section 3. Repealer. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

Section 4. Severability. If any section, provision, or part of this resolution, or the policies herein adopted are invalidated, such invalidation shall not affect the validity of the resolution and/or policies as a whole.

Section 5. The City Council recognizes that this resolution does not automatically extend the proposed pay ranges or adjustments to the Library Director or Library Employees, which, pursuant to Chapter 23 of the Grimes Code of Ordinances, are reserved to the exclusive authority of the Library Board of Trustees, and for which the Library Board must by separate Motion and approval adopt on its own behalf.

ATTEST:

Mayor Scott Mikkelsen

Rochelle Williams, City Clerk

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 #: 139917 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: June 28, 2022 **PAYMENT REQUEST #** 29
PAYMENT PERIOD: From: April 24, 2022 May 28, 2022

Contract Summary

Original Contract Amount:	\$	1,183,985.00	
Net change by Change Orders:	\$	149,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,333,485.00	
Total completed and stored to date:	\$	1,312,975.68	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	1,312,975.68	
Less previous applications for payment:	\$	1,306,205.68	
SUBTOTAL	\$		6,770.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,770.00

Balance to finish, including retainage: \$ 20,509.32

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

6/22/2022

Date

City of Grimes Staff Approval:

Signature

6-22-22

Date

City of Grimes Council Approval:

Signature

Date

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

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 6/22/2022

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
22	September 28, 2021	\$ 20,500.89
23	October 12, 2021	\$ 24,734.23
24	November 23, 2021	\$ 38,931.25
25	January 25, 2022	\$ 49,165.42
26	February 22, 2022	\$ 4,992.50
27	March 22, 2022	\$ 1,655.00
28	April 26, 2022	\$ 335.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,306,205.68

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 28,500.00
2	November 11, 2020	\$ 35,000.00
3	September 14, 2021	\$ 74,000.00
4	November 23, 2021	\$ 12,000.00
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TOTAL \$ 149,500.00

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

May 31, 2022
Project No: 0000190904-000
Invoice No: 139917
Due Date: June 30, 2022

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

Professional Services from April 24, 2022 to May 28, 2022

Phase H. Value Engineering/Design Thoroughness Review

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

Phase I. Advertising, Bidding, Contract Award

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

Phase J. Paper Copies of Final Project Documents

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

Phase K. Construction Administration

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	139917
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	563,000.00	100.00	563,000.00	563,000.00	0.00
Total Fee	563,000.00		563,000.00	563,000.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase	L.	Construction Staking			
			Current	Prior	To-Date
Total Billings			0.00	20,230.78	20,230.78
Contract Limit (not-to-exceed)					20,570.00
Contract Limit Remaining					339.22
Total this Phase					0.00

Phase	Q.	Record Drawings			
			Hours	Rate	Amount
On-Site Representative II			44.00	145.00	6,380.00
Project Manager II			2.00	195.00	390.00
Totals			46.00		6,770.00
Total Labor					6,770.00
			Current	Prior	To-Date
Total Billings			6,770.00	4,953.34	11,723.34
Contract Limit (not-to-exceed)					26,940.00
Contract Limit Remaining					15,216.66
Total this Phase					\$6,770.00

Phase	T.	SRF Loan Administration			
			Hours	Rate	Amount
Project Coordinator			.75	90.00	67.50
Totals			.75		67.50
Total Labor					67.50
			Current	Prior	To-Date
Total Billings			67.50	20,280.00	20,347.50
Contract Limit (not-to-exceed)					20,280.00
Amount Adjusted this Period					-67.50
Total this Phase					0.00

Phase	V.	Electrical Room Re-Design			
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

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	139917
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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

Phase Z. Water Utility-Emergency Response Plan

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Water Utility-Emergency Response Plan	12,000.00	100.00	12,000.00	12,000.00	0.00
Total Fee	12,000.00		12,000.00	12,000.00	0.00
Total Fee					0.00
Total this Phase					0.00

Total Due this Invoice \$6,770.00

Outstanding Invoices

Number	Date	Balance
139392	4/30/2022	4,953.34
Total		4,953.34

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Water Works Park Splash Pad
Contractor: ISG
Address: 115 East Hickory St, Suite 300 Mankato, MN 56001
Finance Budget Code: 348-430-6407 **Finance Project #** -
Vendor Project or Invoice #: 81973 **PO #** -
Original Contract Date: September 14, 2021 **Vendor #** 4025

Date of Council Meeting: June 28, 2022 **PAYMENT REQUEST #** X8
PAYMENT PERIOD: From: May 1, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	211,600.00	
Net change by Change Orders:	\$	185,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		396,600.00
Total completed and stored to date:	\$	211,600.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	211,600.00	
Less previous applications for payment:	\$	195,483.49	208,800.00
SUBTOTAL	\$		2,800.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,800.00

Balance to finish, including retainage: \$ 185,000.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: ISG

Signature: [Signature] Firm Name: _____ Date: June 21, 2022

Engineer / Consultant Approval: Firm Name: _____

Signature: _____ Date: _____

City of Grimes Staff Approval: [Signature] Date: 6-22-22

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 26, 2021	\$ 2,500.00
2	November 23, 2021	\$ 12,500.00
3	December 14, 2021	\$ 26,526.00
4	January 25, 2022	\$ 45,622.00
5	February 22, 2022	\$ 33,535.49
6	March 22, 2022	\$ 72,000.00
7	June 28, 2022	\$ 2,800.00
8	5-10-22	16,116.51
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Previous Applications for Payment

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TOTAL \$ 195,483.49
208,800.00

Record of Change Orders

No.	Date	Amount
1	April 26, 2022	\$ 185,000.00
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TOTAL \$ 185,000.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 14, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

City of Grimes, IA
EMAIL
410 SE Main St, Suite 102
Grimes, IA 50111

Invoice Number 81973
Date 05/31/2022

**Project 21-25768 Grimes Water
Works Park Improvements -
Grimes, IA**

Progress billing for professional services provided through date of invoice

Water Works Park Splash Pad
Finance Budget Code – 348-430-6407
Vendor # - 4025

INCLUDE PAY APP

Description	Contract Amount	Prior Billed	Current Billed
Survey	\$9,300.00	\$9,300.00	
Geotechnical Coordination	\$3,500.00	\$3,500.00	
Design Development	\$57,500.00	\$57,500.00	
Construction Documents	\$135,000.00	\$135,000.00	
Bidding	\$6,300.00	\$3,500.00	\$2,800.00
Construction Administration	\$65,000.00		
Construction Survey	\$35,000.00		
Construction Observation	\$85,000.00		
Reimbursables			
	\$396,600.00	\$208,800.00	\$2,800.00
Invoice Amount			<u>\$2,800.00</u>



I & S Group, Inc.

115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651

www.ISGInc.com

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.

ABA/Routing Number: 073000642

Account Number: 2348642289

Send Remittance to: AR@ISGinc.com

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: April 26, 2022 6-28-22 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: February 28, 2022 Through: April 3, 2022

Contract Summary

Original Contract Amount:	\$	44,660.00	
Net change by Change Orders:	\$	20,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		64,660.00
Total completed and stored to date:	\$	62,641.18	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		62,641.18
Less previous applications for payment:	\$		61,467.68
SUBTOTAL			\$ 1,173.50

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE

\$ 1,173.50

Balance to finish, including retainage: \$ 2,018.82

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval: Civil Design Advantage

Firm Name

Signature

Date

4-7-2022

City of Grimes Staff Approval:

Signature

Date

6-22-22

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

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

Date Printed: 4/7/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 10, 2020	\$ 4,791.60
2	March 24, 2020	\$ 15,669.00
3	April 28, 2020	\$ 5,864.62
4	May 26, 2020	\$ 12,283.11
5	June 23, 2020	\$ 1,326.60
6	September 22, 2020	\$ 8,200.00
7	October 13, 2020	\$ 6,366.25
8	November 10, 2020	\$ 2,220.25
9	December 22, 2020	\$ 371.25
10	January 26, 2021	\$ 1,030.00
11	February 23, 2021	\$ 797.75
12	July 13, 2021	\$ 2,177.25
13	October 26, 2021	\$ 370.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 61,467.68

Record of Change Orders

No.	Date	Amount
1	October 27, 2020	\$ 20,000.00
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TOTAL \$ 20,000.00

Contract Time Remaining

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

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

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

April 08, 2022
Project No: 2001.043
Invoice No: 36628

Project 2001.043 C. Grimes -WRA Sanitary Sewer Connection
City Code: 001-170-6407

Professional Services from February 28, 2022 through April 03, 2022

Task	106	Base Mapping	Total this Task	0.00
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Task	107	Gravity Sewer Service Area Analysis	Total this Task	0.00
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Task	201	Concept Planning	Total this Task	0.00
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Task	214	Force Main Alignment Alternatives	Total this Task	0.00
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Task	215	Typical Section	Total this Task	0.00
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Task	305	Acquisition Plat Preparation
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Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Land Surveyor	3.00	191.00	573.00	
Technician 3	2.25	78.00	175.50	
Technician 5	4.25	100.00	425.00	
Total Labor				1,173.50

Total this Task	\$1,173.50
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Task	501	Design Meetings	Total this Task	0.00
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Task	998	Permits & Fees	Total this Task	0.00
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Task	999	Reimbursable Expenses	Total this Task	0.00
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Total this Invoice	<u><u>\$1,173.50</u></u>
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Project	2001.043	C. Grimes -WRA Sanitary Sewer Connection	Invoice	36628
Project Manager	Gary Reed			

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 10, 2020	\$ 4,791.60
2	March 24, 2020	\$ 15,669.00
3	April 28, 2020	\$ 5,864.62
4	May 26, 2020	\$ 12,283.11
5	June 23, 2020	\$ 1,326.60
6	September 22, 2020	\$ 8,200.00
7	October 13, 2020	\$ 6,366.25
8	November 10, 2020	\$ 2,220.25
9	December 22, 2020	\$ 371.25
10	January 26, 2021	\$ 1,030.00
11	February 23, 2021	\$ 797.75
12	July 13, 2021	\$ 2,177.25
13	October 26, 2021	\$ 370.00
14	April 26, 2022	\$ 1,173.50
15	6-28-22	
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 62,641.18

Record of Change Orders

No.	Date	Amount
1	October 27, 2020	\$ 20,000.00
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TOTAL \$ 20,000.00

Contract Time Remaining

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

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

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

June 10, 2022
Project No: 2001.043
Invoice No: 37214

Project 2001.043 C. Grimes -WRA Sanitary Sewer Connection
City Code: 001-170-6407

Professional Services from May 02, 2022 through June 05, 2022

Task	106	Base Mapping	Total this Task	0.00
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Task	107	Gravity Sewer Service Area Analysis	Total this Task	0.00
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Task	201	Concept Planning	Total this Task	0.00
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Task	214	Force Main Alignment Alternatives	Total this Task	0.00
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Task	215	Typical Section	Total this Task	0.00
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Task	305	Acquisition Plat Preparation
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Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Land Surveyor	3.00	191.00	573.00	
Technician 3	4.50	78.00	351.00	
Total Labor				924.00
			Total this Task	\$924.00

Task	501	Design Meetings	Total this Task	0.00
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Task	998	Permits & Fees	Total this Task	0.00
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Task	999	Reimbursable Expenses	Total this Task	0.00
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Total this Invoice \$924.00

Outstanding Invoices

Number	Date	Balance
36628	4/8/2022	1,173.50
Total		1,173.50

Project	2001.043	C. Grimes -WRA Sanitary Sewer Connection	Invoice	37214
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Project Manager Gary Reed

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Plex
Contractor: Civil Design Advantage
Address: 4121 NW Urbandale Drive, Urbandale, Iowa 50322
Finance Budget Code: 367-470-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 22, 2022 **Vendor #** 1243

Date of Council Meeting: June 28, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: May 2, 2022 Through: June 5, 2022

Contract Summary

Original Contract Amount:	\$	178,900.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	178,900.00	
Total completed and stored to date:	\$	38,794.30	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	38,794.30	
Less previous applications for payment:	\$	12,171.27	
SUBTOTAL	\$	26,623.03	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 26,623.03

Balance to finish, including retainage: \$ 140,105.70

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Civil Design Advantage

Firm Name

Signature

6/10/2022

Date

City of Grimes Staff Approval:

Signature

6-22-22

Date

City of Grimes Council Approval:

Signature

Date

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

E-mail: mahrens@grimesiowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 6/10/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 24, 2022	\$ 12,171.27
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 12,171.27

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 22, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

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

June 10, 2022
Project No: 2202.086
Invoice No: 37225

Project 2202.086 City of Grimes - Grimes Plex
Professional Services from May 02, 2022 through June 05, 2022

Task	102	Topographic Survey		
			Total this Task	0.00

Task	201	Concept Refinement
Professional Personnel		

	Hours	Rate	Amount	
Engineer 1	1.75	87.00	152.25	
Engineer 6	33.00	144.00	4,752.00	
Engineer 8	17.00	166.00	2,822.00	
Total Labor				7,726.25
			Total this Task	\$7,726.25

Task	203	SWMP
Professional Personnel		

	Hours	Rate	Amount	
Engineer 6	7.00	144.00	1,008.00	
Total Labor				1,008.00
			Total this Task	\$1,008.00

Task	205	SWPPP		
			Total this Task	0.00

Task	230	Estimate Construction Costs		
			Total this Task	0.00

Task	302	Hope Plat 4 CD Rev
Professional Personnel		

	Hours	Rate	Amount	
Engineer 6	25.00	144.00	3,600.00	
Engineer 8	14.00	166.00	2,324.00	
Total Labor				5,924.00
			Total this Task	\$5,924.00

Task	306	Easement Plat Preparation		
			Total this Task	0.00

Task	401	Site Plan Revisions		
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Project	2202.086	City of Grimes - Grimes Plex	Invoice	37225
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Professional Personnel

	Hours	Rate	Amount	
Engineer 1	1.75	87.00	152.25	
Engineer 2	1.00	98.00	98.00	
Engineer 6	29.25	144.00	4,212.00	
Engineer 8	26.50	166.00	4,399.00	
Technician 1	14.00	56.00	784.00	
Total Labor				9,645.25
		Total this Task		\$9,645.25

Task 501 Project Development and Coordination

Professional Personnel

	Hours	Rate	Amount	
Engineer 6	1.50	144.00	216.00	
Engineer 8	6.50	166.00	1,079.00	
Total Labor				1,295.00
		Total this Task		\$1,295.00

Task 504 Project Manual

Total this Task 0.00

Task 505 Bidding Services

Professional Personnel

	Hours	Rate	Amount	
Technician 3	13.00	78.00	1,014.00	
Total Labor				1,014.00
		Total this Task		\$1,014.00

Task 506 Bid Letting Services

Total this Task 0.00

Task 701 Geotechnical Investigation

Total this Task 0.00

Task 998 Permits & Fees

Total this Task 0.00

Task 999 Reimbursable Expenses

Reimbursable Expenses

Employee Mileage Reimb				
5/31/2022	Mileage	18.0 miles @ 0.585	10.53	
Total Reimbursables			10.53	10.53
		Total this Task		\$10.53

Billing Limits

	Current	Prior	To-Date	
Total Billings	26,623.03	12,171.27	38,794.30	
Limit			178,900.00	
Remaining			140,105.70	
		Total this Invoice		\$26,623.03

Project	2202.086	City of Grimes - Grimes Plex	Invoice	37225
Project Manager	Joshua Trygstad			

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Jacob Street Water Main
Contractor: Synergy Contracting, LLC.
Address: 108 5th Avenue SW, Altoona, IA 50009
Finance Budget Code: 352-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 10, 2021 **Vendor #** 4147

Date of Council Meeting: June 28, 2022 **PAYMENT REQUEST #** 7 *Retainage*
PAYMENT PERIOD: From: May 1, 2022 Through: May 27, 2022

Contract Summary

Original Contract Amount:	\$	636,025.00	
Net change by Change Orders:	\$	21,317.35	
Contract Amount to Date: (line 1 ± 2)	\$	657,342.35	
Total completed and stored to date:	\$	657,342.35	
Retainage: 2 % of Completed Work:	\$	13,146.85	
Total Earned less Retainage:	\$	644,195.50	
Less previous applications for payment:	\$	644,195.50	
SUBTOTAL	\$		0.00
OTHER CHARGES (Attach an Itemized list)	\$		-
CURRENT PAYMENT DUE	\$		0.00
Balance to finish, including retainage:	\$	13,146.85	

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: Synergy Contracting, LLC.
 Signature: *Sage Waker* Firm Name: Date: 6/15/22

Engineer / Consultant Approval: MSA Professional Services, Inc.
 Signature: *Michelle Lungen* Firm Name: Date: June 14, 2022

City of Grimes Staff Approval: *Matt Ahrens*
 Signature: Date: 6-22-22

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	Clearing and Grubbing	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 4,620.00	\$ 4,620.00	1.00	\$ 4,620.00	-	100.00%
4.01	Removal of Sanitary Sewer, 10" or Less	LF	10.00	(10.00)	-	\$ 21.00	\$ -	-	\$ -	-	0.00%
4.02	Removal of Storm Sewer, 36" or Less	LF	56.00	(46.00)	10.00	\$ 21.00	\$ 210.00	10.00	\$ 210.00	-	100.00%
4.03	Sanitary Sewer Graily Main, Trenched, C900 PVC, 8 Inch	LF	10.00	(10.00)	-	\$ 182.00	\$ -	-	\$ -	-	0.00%
4.04	Storm Sewer, Trenched, RCP w/Flexible Gasket, 18 Inch	LF	18.00	(3.00)	15.00	\$ 182.00	\$ 2,730.00	15.00	\$ 2,730.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP w/Flexible Gasket, 30 Inch	LF	10.00	(10.00)	-	\$ 294.00	\$ -	-	\$ -	-	0.00%
4.06	Storm Sewer, Trenched RCP w/Flexible Gasket, 36 Inch	LF	8.00	(8.00)	-	\$ 308.00	\$ -	-	\$ -	-	0.00%
4.07	Storm Sewer, Trenched HDPE, 8 Inch	LF	10.00	(10.00)	-	\$ 140.00	\$ -	-	\$ -	-	0.00%
4.08	Storm Sewer, Trenched, CMP, 12 Inch	LF	10.00	(10.00)	-	\$ 154.00	\$ -	-	\$ -	-	0.00%
5.01	Water Main, Trenched, PVC, 4 Inch	LF	41.00	(36.00)	5.00	\$ 70.00	\$ 350.00	5.00	\$ 350.00	-	100.00%
5.02	Water Main, Trenched, PVC, 8 Inch	LF	72.00		72.00	\$ 81.00	\$ 6,552.00	72.00	\$ 6,552.00	-	100.00%
5.03	Water Main, Trenchless, PVC, 8 Inch	LF	2,740.00		2,740.00	\$ 91.00	\$ 249,340.00	2,740.00	\$ 249,340.00	-	100.00%
5.04	Water Main, Trenchless, PVC, Cased, 8 Inch	LF	70.00	10.00	80.00	\$ 420.00	\$ 33,600.00	80.00	\$ 33,600.00	-	100.00%
5.05	Filling, Tee, 8 Inch x 4 Inch	EA	1.00	-	1.00	\$ 1,015.00	\$ 1,015.00	1.00	\$ 1,015.00	-	100.00%
5.06	Filling, Tee, 8 Inch x 8 Inch	EA	5.00	(2.00)	3.00	\$ 1,280.00	\$ 3,780.00	3.00	\$ 3,780.00	-	100.00%
5.07	Filling, Cross, 8 Inch x 8 Inch	EA	2.00		2.00	\$ 2,380.00	\$ 4,760.00	2.00	\$ 4,760.00	-	100.00%
5.08	Filling, Cap, 8 Inch	EA	1.00	1.00	2.00	\$ 490.00	\$ 980.00	2.00	\$ 980.00	-	100.00%
5.09	Filling, Reducer, 8 Inch x 4 Inch	EA	3.00	(3.00)	-	\$ 665.00	\$ -	-	\$ -	-	0.00%
5.10	Filling, Reducing Tee, 8 Inch x 6 Inch x 6 Inch	EA	1.00		1.00	\$ 2,520.00	\$ 2,520.00	1.00	\$ 2,520.00	-	100.00%
5.11	Water Service Stub, Same Side of Street, Copper, 3/4 Inch	EA	16.00	(7.00)	9.00	\$ 1,900.00	\$ 17,100.00	9.00	\$ 17,100.00	-	100.00%
5.12	Water Service Stub, Opposite Side of Street, Copper, 3/4 Inch	EA	13.00	3.00	16.00	\$ 2,400.00	\$ 38,400.00	16.00	\$ 38,400.00	-	100.00%
5.13	Valve, 4 Inch	EA	1.00	-	1.00	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00	-	100.00%
5.14	Valve, 8 Inch	EA	16.00	(3.00)	13.00	\$ 2,450.00	\$ 31,850.00	13.00	\$ 31,850.00	-	100.00%
5.15	Fire Hydrant Assembly	EA	5.00		5.00	\$ 7,980.00	\$ 39,900.00	5.00	\$ 39,900.00	-	100.00%
5.16	Fire Hydrant Removal	EA	4.00		4.00	\$ 1,400.00	\$ 5,600.00	4.00	\$ 5,600.00	-	100.00%
5.17	Valve Box Removal	EA	6.00		6.00	\$ 420.00	\$ 2,520.00	6.00	\$ 2,520.00	-	100.00%
5.18	Connection to Existing Water Main	EA	11.00	(3.00)	8.00	\$ 4,550.00	\$ 36,400.00	8.00	\$ 36,400.00	-	100.00%
5.19	Flushing Device, Blowoff	EA	4.00	2.00	6.00	\$ 3,080.00	\$ 18,480.00	6.00	\$ 18,480.00	-	100.00%
6.01	Remove & Replace 12" Diameter Intake	EA	1.00		1.00	\$ 5,880.00	\$ 5,880.00	1.00	\$ 5,880.00	-	100.00%
7.01	Removal of Sidewalk, Shared Use Path, or Driveway	SY	120.00		120.00	\$ 14.00	\$ 1,680.00	120.00	\$ 1,680.00	-	100.00%
7.02	Removal of Pavement	SY	505.00		505.00	\$ 14.00	\$ 7,070.00	505.00	\$ 7,070.00	-	100.00%
7.03	Sidewalk, PCC 4 Inch Thickness	SY	75.00	(10.00)	65.00	\$ 63.00	\$ 4,095.00	65.00	\$ 4,095.00	-	100.00%
7.04	Driveway, PCC 6 Inch Thickness	SY	11.00	26.00	37.00	\$ 77.00	\$ 2,849.00	37.00	\$ 2,849.00	-	100.00%
7.05	Granular Surfacing, 12 Inch Thickness	SY	505.00		505.00	\$ 21.00	\$ 10,605.00	505.00	\$ 10,605.00	-	100.00%
7.06	Full Depth Patch, PCC, Match Existing Thickness	SY	12.00	35.30	47.30	\$ 280.00	\$ 13,244.00	47.30	\$ 13,244.00	-	100.00%
7.07	Remove and Replace Granular Surface	SY	40.00		40.00	\$ 21.00	\$ 840.00	40.00	\$ 840.00	-	100.00%
8.01	Traffic Control	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
8.02	Flaggers	EA	10.00		10.00	\$ 1,200.00	\$ 12,000.00	10.00	\$ 12,000.00	-	100.00%
9.01	Hydrant Seeding, Seeding, Fertilizing, and Mulching (DFM), Type 1 with Compost Amended Topsoil	AC	0.15	0.16	0.31	\$ 14,500.00	\$ 4,495.00	0.31	\$ 4,495.00	-	100.00%
9.02	Seeding, Temporary Seeding	AC	0.15	0.35	0.50	\$ 2,200.00	\$ 1,100.00	0.50	\$ 1,100.00	-	100.00%
9.03	Intake Protection Device, Installation and Removal	EA	17.00		17.00	\$ 200.00	\$ 3,400.00	17.00	\$ 3,400.00	-	100.00%
9.04	Intake Protection Device, Maintenance	EA	17.00		17.00	\$ 25.00	\$ 425.00	17.00	\$ 425.00	-	100.00%
9.05	Wattle, Installation	LF	1,500.00	15.00	1,515.00	\$ 2.00	\$ 3,030.00	1,515.00	\$ 3,030.00	-	100.00%
9.06	Wattle, Removal	LF	1,500.00		1,500.00	\$ 1.00	\$ 1,500.00	1,500.00	\$ 1,500.00	-	100.00%
9.07	Stormwater Pollution Prevention Plan (SWPP) Preparation	LS	1.00	(1.00)	-	\$ 1,500.00	\$ -	-	\$ -	-	0.00%
9.08	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00	(1.00)	-	\$ 2,500.00	\$ -	-	\$ -	-	0.00%
11.01	Mobilization	LS	1.00		1.00	\$ 15,400.00	\$ 15,400.00	1.00	\$ 15,400.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	-	100.00%
11.03	Removal & Salvage of Sign	EA	1.00		1.00	\$ 140.00	\$ 140.00	1.00	\$ 140.00	-	100.00%
11.04	Removal & Reinstallation of Mailbox	EA	3.00		3.00	\$ 140.00	\$ 420.00	3.00	\$ 420.00	-	100.00%
11.05	Maintenance of Postal Services	LS	1.00		1.00	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	-	100.00%
CHANGE ORDER #1											
CO1	Sanitary Sewer Service Repair @ 416/418 SE 2nd St on SE Jacob Street	LS		1.00	1.00	\$ 1,822.70	\$ 1,822.70	1.00	\$ 1,822.70	-	100.00%
CHANGE ORDER #2											
CO2 1	413 SE Jacob St Sanitary Service Jetting and Televsion	LS		1.00	1.00	\$ 401.70	\$ 401.70	1.00	\$ 401.70	-	100.00%
CO2 2	Exploration In Alley for 4" Water Main	LS		1.00	1.00	\$ 3,250.00	\$ 3,250.00	1.00	\$ 3,250.00	-	100.00%
CO2 3	Water Main Hot Tap and Connection at E 1st St	LS		1.00	1.00	\$ 10,516.00	\$ 10,516.00	1.00	\$ 10,516.00	-	100.00%
CHANGE ORDER #3											
CO3 1	Hydrant Extensions	LS		1.00	1.00	\$ 2,216.50	\$ 2,216.50	1.00	\$ 2,216.50	-	100.00%
CO3 2	Water Main Repair Sleeve	LS		1.00	1.00	\$ 1,138.50	\$ 1,138.50	1.00	\$ 1,138.50	-	100.00%
CO3 3	8" Water Stop	LS		1.00	1.00	\$ 6,424.00	\$ 6,424.00	1.00	\$ 6,424.00	-	100.00%
CO3 4	Water Service Stubs, Opposite Side of Street, Copper, 1 and 2 Inch	LS		1.00	1.00	\$ 16,218.95	\$ 16,218.95	1.00	\$ 16,218.95	-	100.00%
CO3 5	Water Service Stub, Same Side of Street, Copper, 1 Inch	LS		1.00	1.00	\$ 2,178.00	\$ 2,178.00	1.00	\$ 2,178.00	-	100.00%
CHANGE ORDER #5											
CO5 1	Detectable Warnings	SF		8.00	8.00	\$ 70.00	\$ 560.00	8.00	\$ 560.00	-	100.00%
CHANGE ORDER #6											
CO6 1	Amended Soil	AC		0.11	0.11	\$ 12,600.00	\$ 1,386.00	0.11	\$ 1,386.00	-	100.00%
STORED MATERIALS											
	Water Main, Trenchless, PVC, 8 Inch	LF			2,520.00	\$ 16.12	\$ 40,622.40	2,520.00	\$ -	-	100.00%
	Water Main and Fittings	LS			1.00	\$ 62,696.26	\$ 62,696.26	1.00	\$ -	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 657,342.35

\$ 657,342.35

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 9, 2021	\$ 240,378.27
2	December 14, 2021	\$ 195,653.17
3	January 11, 2022	\$ 143,241.84
4	February 8, 2022	\$ 39,188.09
5	April 26, 2022	\$ 16,161.60
6	May 24, 2022	\$ 9,572.53
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TOTAL \$ 644,195.50

Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 1,822.70
2	December 14, 2021	\$ (8,827.30)
3	January 11, 2022	\$ 21,175.95
4	February 8, 2022	\$ (9,475.00)
5	April 26, 2022	\$ 9,940.00
6	May 24, 2022	\$ 6,681.00
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TOTAL \$ 21,317.35

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	80.00
Added by Change Order:	11.50
Contract Time to Date:	91.50
Time Used to Date:	91.50
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 1
Contractor: S.J. Louis Construction, Inc.
Address: 1351 Broadway Street W., Rockville, MN 56369-0459
Finance Budget Code: 328-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 14, 2021 **Vendor #** 4257

Date of Council Meeting: June 28, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: April 1, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	12,675,000.00	
Net change by Change Orders:	\$	(84,666.25)	
Contract Amount to Date: (line 1 ± 2)	\$	12,590,333.75	
Total completed and stored to date:	\$	519,206.47	
Retainage: 5 % of Completed Work:	\$	25,960.32	
Total Earned less Retainage:	\$	493,246.14	
Less previous applications for payment:	\$	173,850.00	
SUBTOTAL	\$		319,396.14

OTHER CHARGES (Attach an itemized list) \$ -
CURRENT PAYMENT DUE \$ 319,396.14

Balance to finish, including retainage: \$ 12,097,087.61

Contract Time Remaining (If applicable) 366.00 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: S.J. Louis Construction, Inc.

Signature:  Firm Name: S.J. Louis Construction, Inc. Date: 6/20/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Signature:  Firm Name: Veenstra & Kimm, Inc. Date: 6-20-22

City of Grimes Staff Approval: 

Signature: _____ Date: 6-22-22

City of Grimes Council Approval:

Signature: _____ Date: _____

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

E-mail: mahrens@grimesiowa.gov **Phone:** (515) 986-4050 **Fax:** (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	60" Sanitary in Open Cut	LF	1,744.00		1,744.00	\$ 660.25	\$ 1,151,476.00		\$ -	1,744.00	0.00%
2	54" Sanitary in Open Cut	LF	9,729.00		9,729.00	\$ 679.75	\$ 6,613,287.75		\$ -	9,729.00	0.00%
3	48" Sanitary in Open Cut	LF	55.00		55.00	\$ 1,200.00	\$ 66,000.00		\$ -	55.00	0.00%
4	36" Sanitary in Open Cut	LF	33.00		33.00	\$ 1,400.00	\$ 46,200.00		\$ -	33.00	0.00%
5	36" DI Sanitary Sewer in Open Cut	LF	30.00		30.00	\$ 1,500.00	\$ 45,000.00		\$ -	30.00	0.00%
6	24" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 1,252.00	\$ 25,040.00		\$ -	20.00	0.00%
7	8" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 900.00	\$ 18,000.00		\$ -	20.00	0.00%
8	54" Sanitary Tunneled	LF	656.00		656.00	\$ 2,200.00	\$ 1,443,200.00		\$ -	656.00	0.00%
9	Manhole - 120"	EA	1.00	(1.00)	-	\$ 1.00	\$ -		\$ -	-	0.00%
10	Manhole - 96"	EA	4.00	(2.00)	2.00	\$50,000.00	\$ 100,000.00		\$ -	2.00	0.00%
11	Manhole - 84"	EA	35.00	(31.00)	4.00	\$33,510.00	\$ 134,040.00		\$ -	4.00	0.00%
12	Storm Sewer - 48" RCP	LF	30.00		30.00	\$ 800.00	\$ 24,000.00		\$ -	30.00	0.00%
13	Storm Sewer - 24" RCP	LF	60.00		60.00	\$ 250.00	\$ 15,000.00		\$ -	60.00	0.00%
14	Storm Sewer - 18" RCP	LF	90.00		90.00	\$ 180.00	\$ 16,200.00		\$ -	90.00	0.00%
15	Storm Sewer - 15" RCP	LF	30.00		30.00	\$ 150.00	\$ 4,500.00		\$ -	30.00	0.00%
16	Storm Sewer - 12" RCP	LF	30.00		30.00	\$ 105.00	\$ 3,150.00		\$ -	30.00	0.00%
17	6" Tile with Sock	LF	18,900.00		18,900.00	\$ 19.00	\$ 359,100.00		\$ -	18,900.00	0.00%
18	6" PCC Trail	SY	8,148.00		8,148.00	\$ 65.00	\$ 529,620.00		\$ -	8,148.00	0.00%
19	Granular Surfacing	SY	362.00		362.00	\$ 25.00	\$ 9,050.00		\$ -	362.00	0.00%
20	Steel Sheeting	SF	7,900.00		7,900.00	\$ 35.00	\$ 276,500.00		\$ -	7,900.00	0.00%
21	Rip-Rap	TON	1,350.00		1,350.00	\$ 70.00	\$ 94,500.00		\$ -	1,350.00	0.00%
22	Stabilizing Material	TON	200.00		200.00	\$ 44.85	\$ 8,970.00		\$ -	200.00	0.00%
23	Erosion Control	LS	1.00		1.00	\$100,000.00	\$ 100,000.00	27.5%	\$ 27,500.00	72.5%	27.50%
24	Seeding	ACRE	25.00		25.00	\$ 2,500.00	\$ 62,500.00		\$ -	25.00	0.00%
25	Clearing and Grubbing	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	100.0%	\$ 150,000.00	0.0%	100.00%
26	Traffic Control	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	27.5%	\$ 5,500.00	72.5%	27.50%
27	54" Base FRP Manholes	EA	27.00		27.00	\$40,000.00	\$ 1,080,000.00		\$ -	27.00	0.00%
28	60" Base FRP Manholes	EA	5.00		5.00	\$39,000.00	\$ 195,000.00		\$ -	5.00	0.00%
29	Stored Materials				-		\$ -		\$ -	-	0.00%
30	60" Sanitary Pipe	LF			-	\$ 286.00	\$ -	782.08	\$ 223,674.88		0.00%
31	36" Sanitary Pipe	LF			-	\$ 133.00	\$ -	39,042	\$ 5,192.59		0.00%
32	36" Sanitary Pipe Bends	LF			-	\$ 4,095.00	\$ -	2.00	\$ 8,190.00		0.00%
33	54" Base FRP Manholes 3 miter	EA			-	\$14,426.00	\$ -	2.00	\$ 28,852.00		0.00%
34	54" Base FRP Manholes 0 miter	EA			-	\$ 7,889.00	\$ -	1.00	\$ 7,889.00		0.00%
35	60" Base FRP Manholes 1 miter	EA			-	\$12,295.00	\$ -	1.00	\$ 12,295.00		0.00%
36	60" Base FRP Manholes 2 miter	EA			-	\$13,835.00	\$ -	2.00	\$ 27,670.00		0.00%
37	60" Base FRP Manholes 1 miter with stubs	EA			-	\$22,443.00	\$ -	1.00	\$ 22,443.00		0.00%
38					-		\$ -		\$ -	-	0.00%
39					-		\$ -		\$ -	-	0.00%
40					-		\$ -		\$ -	-	0.00%
41					-		\$ -		\$ -	-	0.00%
42					-		\$ -		\$ -	-	0.00%
43					-		\$ -		\$ -	-	0.00%
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73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$12,590,333.75

\$ 519,206.47

-95.88%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 8, 2022	\$ 97,850.00
2	April 12, 2022	\$ 76,000.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 173,850.00

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	\$ (84,666.25)
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TOTAL \$ (84,666.25)

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	December 14, 2021
Original Contract Time:	534.00
Added by Change Order:	
Contract Time to Date:	534.00
Time Used to Date:	168.00
Contract Time Remaining:	<u>366.00</u>

General Traffic Controls, Inc.
 2915 11th Ave SW
 PO Box 1000
 Spencer, IA 51301
 Phone # (712) 262-1521

Invoice

Date	Invoice #
6/9/2022	22146

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

Ship To
City of Grimes Attn: Mark Ahrens Public Works 1700 SE Destination Drive Grimes, IA 50111

Terms	Rep	S.O. No.	P.O. No.	FOB	Ship Via
Net 30	ASB	08017	Chadd	Destination	Best Way

Item	Description	Ordered	Invoiced	Price	Amount
	Traffic Signal Equipment Hwy 44 & County Line Road Grimes, IA				
PSS85E005FO-MC	5 Section head, RYGYAGA, bkplrt, MA mount	1	1	859.00	859.00
PSS85E005FO-MC	5 Section head, RYGYAGA, SOP mount	1	1	698.00	698.00
PSS84E004FO-MC	4 Section head, RAYAYAGA, MA mount, bkplrt	4	4	715.00	2,860.00
PSS83E003FO-MC	3 Section head, RYG, bkplrt, MA mount	4	4	545.00	2,180.00
PSS83E003FO-MC	3 Section head, RYG,SOP mount	3	3	428.00	1,284.00
AS-0144-54-84-PNC	SignBrac; 54" CTC, 84" cable for 60" street name sign	2	2	366.00	732.00
AS-0144-36-84-PNC	SignBrac; 36" CTC, 84" cable for 42" street name sign	2	2	174.00	348.00
AS-0142-30-96-PNC	SignBrac; 30" CTC, 96" cable for 36" regulatory sign	5	5	129.00	645.00

Thank you for your business!

Terms are Net 30 days from date of invoice. An interest charge of 1 1/2%, as permitted by law, may be assessed on accounts unpaid after 30 days.

Subtotal \$9,606.00

Sales Tax (7.0%) \$0.00

Total \$9,606.00

Payments/Credits \$0.00

Balance Due \$9,606.00

Remit To:

General Traffic Controls, Inc
 PO Box 1000
 Spencer, IA 51301

P.O. No. _____

32592

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier General Traffic Controls, Inc.
Name
2915 11th Ave. SW, Spencer, IA 51301
Address PO Box 1000
712-262-1521
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Traffic Signal Equipment			\$9,606.00

PURCHASE JUSTIFICATION: Traffic signal equipment procurement for
Highway 44 + County Line Rd. permanent traffic signals.

DEPARTMENT: 334-210-6490 Vendor # 3746

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Walt Allen DATE: 6-22-22
PURCHASE ORDER APPROVAL AND ASSIGNMENT

City Administrator _____ Date _____

Council Approval date: (if over \$10,000)

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

CHANGE ORDER FORM



Project Title: Native Vegetation Enhancements in Storm Water Treatment Facilities
Contractor: Redbud Landscaping, LLC
Address: 1208 E 20th Court, Des Moines, IA 50317
Finance Budget Code: 740-865-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: August 11, 2020 **Vendor #** 3569

Change Order Number: 3

Change Order Date: June 28, 2022

Purpose of Change Order:

The 6 existing basins on this project are at different stages of vegetation establishment. This change order continues needed progress in some of the areas. Change order extends spot treatment of weeds, adds establishment mowing of new seedlings, and adds new repair native seeding in small areas recently disturbed by adjacent construction and repairs. It also adds spraying of undesirable grasses to allow native seed to germinate.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
17	Systemic Herbicide - July 2022 - Autumn Park, NW 8th - 2x	AC	1.40	\$ 700.00	\$ 980.00
18	Mowing - July 2022 - NE Little Beaver Drive Basin	AC	0.80	\$ 350.00	\$ 280.00
19	Spot Herbicide - August 2022 - All areas	AC	6.00	\$ 350.00	\$ 2,100.00
20	Mowing - September 2022 - NE Little Beaver Drive Basin	AC	0.80	\$ 350.00	\$ 280.00
21	Repair Native Seeding - Sept 2022 - NW Brookside, Gabus	AC	0.50	\$ 2,900.00	\$ 1,450.00
22	Mowing - July 2023 - Autumn Pk, NW 8th, NE Little Beaver	AC	3.50	\$ 351.00	\$ 1,228.50
23	Mowing - Sept 2023 - Autumn Pk, NW 8th, NE Little Beaver	AC	3.50	\$ 352.00	\$ 1,232.00
24	Spot Herbicide - Oct 2023 - All areas	AC	6.00	\$ 353.00	\$ 2,118.00

Change Order Number: 3 makes the following adjustments to the contract: **\$ 9,668.50**

Contractor Accepted: Redbud Landscaping, LLC
 Signature: [Signature] Date: 6/21/2022

Engineer Approved: Nilles Associates, Inc.
 Signature: [Signature] Date: 6/21/22

Owner Accepted: City of Grimes MSA 6-22-22
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:
 Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 19,201.50
1	September 8, 2020	\$ 3,438.00
2	June 8, 2021	\$ 10,390.00
3	June 28, 2022	\$ 9,668.50
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Revised Contract Amount **\$ 42,698.00**

P.O. No. _____

32593

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Mid American Energy Co. Attn: Scot Enger - DMCC
Name
P.O. Box 657, Des Moines, IA 50306
Address
515-252-6742
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Temp. Electric Service Relocation			\$54,424.80

PURCHASE JUSTIFICATION: Temporary relocation of electric service at the
Grimes Wastewater Treatment Plant to accommodate the construction
of the new lift station for the WRA Grimes Connector-Contract 4 Project

DEPARTMENT: 364-815-6499

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Matt Olson DATE: 6-22-22

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Take Anderson 6.23.22
City Administrator OP Date

Council Approval date: (if over \$10,000)

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



MidAmerican Energy
PO BOX 657
Des Moines, IA 50306

INVOICE

June 13th, 2022

City of Grimes
Attention: Matt Ahrens, P.E.
mahrens@grimesiowa.gov

RE: Relocation of three-phase underground primary to overhead to allow grading and site preparation for new WRA pump station located at 1801 N. James St. in Grimes, IA - WMIS # 2947771

Dear Matt Ahrens:

MidAmerican Energy has completed the installation for the above referenced project. The total cost for this installation is **\$54,424.80**.

Please send payment of **\$54,424.80** to:

MidAmerican Energy Co.
Attn: Scot Enger - DMCC
PO BOX 657
Des Moines, IA 50306

Sincerely,
MidAmerican Energy Company

Scot Enger
Customer Project Coordinator



MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

3/23/2022

City of Grimes
Attn: Matt Ahrens, P.E.
mahrens@grimesiowa.gov

Reference: REVISION 2. Relocation of three-phase underground primary to overhead to allow grading and site preparation for new WRA pump station located at 1801 N. James St. in Grimes, IA. **WMIS: 2947771**

Dear Mr. Ahrens:

The enclosed drawing shows MidAmerican Energy Company's proposal to relocate underground primary in conflict of grading to overhead at the referenced address. The applicant charge for this work is **\$54,424.80** which is a nonrefundable contribution. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided.

It is MidAmerican Energy Company's responsibility to see that the various utility companies' facilities are located before our construction. This includes electric, natural gas, telephone, cable television, and generally water. It is the owner's responsibility to see that any privately owned systems such as water systems, irrigation systems, drain pipes, septic lines and underground wiring are located before MidAmerican Energy Company's construction. MidAmerican Energy Company assumes no liability for private facilities that are not located.

If this proposal is satisfactory please sign and return one (1) copy to me. An invoice will be sent after completion of install. MidAmerican Energy Company will release the work upon receipt of the signed proposal and site readiness. Please call me at (515) 252-6742 or email me at scot.enger@midamerican.com if you have any questions.

Sincerely,
MidAmerican Energy Company

Scot Enger
Customer Project Coordinator

Accepted By: Date: 3-25-22

Date of Site Readiness: 4-1-22 Requested Completion Date: 4-15-22



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING: North Jordan Well Repairs – McClure Engineering Company Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for engineering services to evaluate and repair the North Jordan Well. Recently the North Jordan Well was damaged by a fire. Because of this, the city has reached out to McClure Engineering to evaluate the current condition of the Jordan well and associated pumping and control facilities. Using this information McClure Engineering will coordinate with suppliers, contractors, and regulators to return the well to temporary service for raw water supply to the city's water treatment facilities. This timing is important to make sure that we temporarily repair the well as soon as possible to improve and stabilize the city's water supply through the summer months.

McClure Engineering has been working with the City of Grimes on a couple different projects related to the water system including the construction engineering for the Reverse Osmosis Water Treatment Plant Phase 1 and the New 1.5 MG Elevated Water Storage Facility. They also were the engineering firm that completed the Water Utility Evaluation and Management Plan for the City of Grimes.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$55,000.00 based off hourly rates and fixed expenses.

The funding source for this work will be from water utility revenues and reimbursable insurance claims.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.06-3522

WHEREAS, the City of Grimes (Grimes) needs to evaluate and repair the North Jordan Well building, electrical components, controls, pumps and motors which were damaged recently by a fire; and,

WHEREAS, the engineering firm of McClure Engineering Company (Engineer), has substantial experience in water system infrastructure design, and is qualified to provide an Evaluation of Existing Conditions, Coordination with Suppliers and Contractors, and Project Administration;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to the Jordan well repairs;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineer 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 June, 2022, and approved by the Mayor on the 28th day of June, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NORTH JORDAN WELL REPAIRS

This Agreement is made and entered into this 28th day of June, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and McClure Engineering Company, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

i. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

ii. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

iii. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant

North Jordan Well Repairs

a. Evaluation of Existing Conditions	\$ 15,000.00
b. Coordination with Suppliers and Contractors	\$ 30,000.00
c. Project Administration	\$ 10,000.00

<u>Total</u>	<u>\$ 55,000.00</u>
--------------	---------------------

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30

days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

iv. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

v. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

FOR THE CONSULTANT:

Name: City of GrimesName: McClure Engineering CompanyAttn: Matt Ahrens, P.E.Attn: Gary BronsTitle: City EngineerTitle: Vice President - WaterAddress: 410 SE Main Street, #102Address: 1360 NW 121st StreetCity, State: Grimes, IA 50111City, State: Clive, IA 50325vi. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

vii. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

viii. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

ix. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will,

where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

x. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

xi. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

xii. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

xiii. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any

additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

xiv. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

xv. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

xvi. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

xvii. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

xviii. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

xix. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute

and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

xx. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

xxi. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

xxii. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

xxiii. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

xxiv. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

BY: 

Name: Gary R. Brons.

Title: Vice President - Water

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

Name: Rochelle Williams

Title: City Clerk

ATTACHMENT 1 - SCOPE OF SERVICES

I. Project Description

North Jordan Well Repairs

The project involves the evaluation of the current conditions of the North Jordan Well. The electrical control building of the North Jordan Well recently was damaged by fire. The City has engaged the Consultant to provide professional services to assist the owner in coordination with suppliers, contractors, and regulators in returning the well to available (temporary) service for raw water supply to the City's water treatment facilities. It is anticipated that future design, bidding and construction related services will be necessary to provide long term service restoration of the North Jordan Well.

II. Basic Services

North Jordan Well Repairs

A. Evaluation of Existing Conditions

The **CONSULTANT** will visit the site to evaluate the damaged condition of the city's well and pumping facilities. Coordination with stakeholders (i.e. City, suppliers, contractors, etc.) to confirm conditions of facility components (i.e. building, electrical components, controls/integration components, pumps & motors, etc.).

B. Coordination with Suppliers and Contractors

The **CONSULTANT** coordinate procurement of materials and services for the return of service of the North Jordan Well facility. Coordinate service providers necessary to complete installation of procured materials/equipment.

C. Project Administration

The **CONSULTANT's** project manager will maintain coordination with City staff, prepare and distribute monthly progress reports, prepare meeting minutes, conduct general communication with the **OWNER**, and complete and submit invoicing.

III. Construction Phase & Additional Services

- A. If applicable, future construction phase services and/or additional services not previously identified in included in the Basic Services shall be negotiated via amendment to this contract between **CONSULTANT** and **OWNER**.

IV. Timeline

A. General Schedule

Activity	Start	End
Evaluation of Existing Conditions - N. Jordan Well	May, 2022	June, 2022
Coordination with Suppliers and Contractors for Temporary Well Service Restoration	June, 2022	August, 2022
Long Term Service Restoration Consulting Services (Design, Permitting, Bidding , Construction, etc.)	TBD	

B. Schedule Delays

The **CONSULTANT** shall not be responsible for delays in the schedule that are beyond the **CONSULTANT**'s control.

V. Fee Schedule

This Agreement is Hourly and based on 2022 Billing Rates, as outlined in the Agreement.

VI. Additional Services Not Included in this Agreement

Should additional services be determined necessary for the successful completion of the proposed projects, such additional services shall be included by amendment, with related adjustment for fees and project schedule as applicable.

The following services are excluded from the Basic Services, but may be performed by the **CONSULTANT** upon written amendment to this agreement.

1. Coordination, applications, and submittals with railroad entities.
2. Media correspondences and public outreach planning documents.
3. Boundary survey and/or retracement of existing lots to set missing monuments.
4. Preparation of Acquisition Plats and Legal Descriptions.
5. Right-of-Way and Easement staking.
6. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
7. Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
8. Grant Administration.
9. Right-of-Way Services, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services.
10. Material testing services.
11. Other permits not indicated within this scope.
12. Any permits that are not specifically addressed above and publication fees associated with permit applications shall be considered above and beyond the scope of services as identified herein.
13. Project management and coordination tasks beyond that scheduled project completion period.
14. Special meetings and meetings not outlined in the Scope of Services.
15. Other services not specifically outlined in this Agreement.

ATTACHMENT 2 - PROJECT SCHEDULE

The anticipated schedule for evaluation and coordination to provide temporary restoration of service of the North Jordan Well is identified below. It is anticipated that future design, bidding and construction related services will be necessary to provide long term service restoration of the North Jordan Well.

Activity	Start	End
Evaluation of Existing Conditions - N. Jordan Well	May, 2022	June, 2022
Coordination with Suppliers and Contractors for Temporary Well Service Restoration	June, 2022	August, 2022
Long Term Service Restoration Consulting Services (Design, Permitting, Bidding , Construction, etc.)	TBD	

ATTACHMENT 3 - SCHEDULE OF FEES**CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE**McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2022*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$135 - \$175
Technician	\$115 - \$135
Landscape Architect	\$120 - \$155
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$270
2 Member Survey Crew	\$200
1 Member Survey Crew	\$135
<u>EQUIPMENT</u>	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00
<u>MISCELLANEOUS EXPENSES</u>	
Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1, or upon written notification of **CONSULTANT**.

OWNER'S RESPONSIBILITIES:

- Owner is responsible for accuracy and completeness of information provided to **CONSULTANT**.
- Owner will provide **CONSULTANT** with full information as to Owner's requirements for the project.
- Owner will provide timely response to questions in order to meet anticipated deadlines as outlined in this Agreement.
- Owner will pay **CONSULTANT** as follows:

Fee Summary:

The Owner will compensate **CONSULTANT** for the Scope of Service identified as included in this Agreement as follows:

North Jordan Well Repairs (Hourly Not to Exceed) \$ 55,000.00



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING: S James Street and SE 11th Street Improvements – Foth Infrastructure and Environment, LLC Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for engineering services to extend SE 11th Street from its current terminus to S James Street and the reconstruction of S James Street from SE 2nd Street to the proposed SE 11th Street intersection. The city has been working with Foth on the James Street Corridor Study and this project is the first step in implementing the improvements outlined for the James Street corridor. The project will include the extension of SE 11th Street from the railroad to a roundabout intersection connection to S James Street and reconstruction of S James Street from SE 11th Street to SE 6th Street. It will also include the design of S James Street from SE 2nd Street to SE 6th Street to be bid out at the same time as an add alternate to decide to include at the time of project award. We are also having Foth do a functional design for SW 19th Street heading west from S James Street. This is necessary to guide the current and future development along SW 19th Street with the geometric plans, vertical profile, roadway culvert design, utility locations, right-of-way requirements and proposed property impacts.

The schedule for this project is to design this year and coordinate with regulatory permitting, utility relocations and property acquisitions and aim for an early spring 2023 bid letting with construction to follow. The magnitude of the scope of this project will most likely make it a multi-year construction project with construction starting in 2023 and ending in 2024.

Staff selected Foth due to their familiarity with this area from the James Street Corridor Study and their expertise in transportation and utility engineering design. They have proven that they can handle large corridor projects like this in other communities and staff feels very comfortable working with them. As an example, they are successfully working through the 2nd year of construction on the W. First Street reconstruction project for the City of Ankeny.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$796,850.00 based off hourly rates and fixed expenses.

The funding source for this work will be from the line item for this project in the current Capital Improvements Plan.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.06-3822

WHEREAS, the City of Grimes (Grimes) desires to construct an extension of SE 11th Street from its current terminus to S James Street and reconstruct S James Street from SE 2nd Street to the SE 11th Street proposed intersection; and,

WHEREAS, the engineering firm of Foth Infrastructure and Environment, LLC (Engineer), has substantial experience in transportation and utility infrastructure design, and is qualified to provide project coordination, geotechnical services, design & legal survey, acquisition plats, environmental services, functional design of SW 19th Street, preliminary design, final design & specifications and bid letting services;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to the transportation and utility project;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineer 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 June, 2022, and approved by the Mayor on the 28th day of June, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of June 28, 2022

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PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

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WHEREAS, the engineering firm of Foth Infrastructure and Environment, LLC (Engineer), has substantial experience in transportation and utility infrastructure design, and is qualified to provide project coordination, geotechnical services, design & legal survey, acquisition plats, environmental services, functional design of SW 19th Street, preliminary design, final design & specifications and bid letting services;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to the transportation and utility project;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineer 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 June, 2022, and approved by the Mayor on the 28th day of June, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

S James Street and SE 11th Street Improvements From SE 11th Street to SE 2nd Street

This Agreement is made and entered into this 28th day of June, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant

A. Project Coordination	\$ 110,000.00
B. Geotechnical Service	\$ 18,000.00
C. Design and Legal Survey	\$ 92,000.00
D. Acquisition Plats	\$ 43,500.00
E. Environmental Services	\$ 19,000.00
F. Functional Design – SW 19 th Street	\$ 17,200.00
G. Preliminary Design	\$ 296,600.00
H. Final Design and Specifications	\$ 187,500.00
I. Letting Services	\$ 9,700.00
Total	\$ 793,500.00

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Grimes
Attn: Matt Ahrens, P.E.
Title: City Engineer
Address: 410 SE Main Street, #102
City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Molly Long, P.E.
Title: State Municipal Lead
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF GRIMES

BY: 
Name: Molly Long, P.E.
Title: State Municipal Lead

BY: _____
Scott Mikkelsen, Mayor

WITNESS

ATTEST

By: 
Name: Joshua C. DeBower, P.E.
Title: Local Municipal Lead

By: _____
Name: _____
Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

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 also to make available pertinent existing data. The S James Street and SE 11th Street Improvements is generally described as follows:

The project involves reconstruction of S James Street and the extension of SE 11th Street in Grimes, Iowa. The Consultant will complete public engagement activities, roadway design, including review of potential corridor utility conflicts, and evaluation of right-of-way needs.

This scope of services is based on the following project assumptions:

- Reconstruction of S James Street from SE 11th Street to SE 6th Street, approximately 2600 LF.
- Design for reconstruction of S James Street from SE 6th Street to SE 2nd Street, approximately 1200 LF
- Reconstruction of S James Street from SE 6th Street to SE 2nd Street to be included in the Project documents as a bid alternate.
- Construction of SE 11th Street from S James Street to 900-ft east of S James Street, approximately 1050 LF.
- The intersection of S James Street and SE 11th Street be a multilane roundabout.
- SE 19th Street Functional Design from S James Street
- The scope of work includes design for the replacement and relocation of water main.
- The scope of work includes the design of RCB culverts.
- The scope of work does not include the relocation of sanitary sewer systems (assume design of minor adjustments to accommodate roadway construction)
- Assumes CLOMR will be required from FEMA
- Design services for the project to be completed in accordance with locally funded project requirements and the project will be bid using SUDAS standard specifications.
- Foth shall provide construction services as an amendment if needed

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

PHASE 10 – PROJECT COORDINATION

Task 1 - Project Management

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be eleven (11) months.

Task 2 – Project Review Meetings.

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Grimes Development Services, Public Works, and Foth. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

For budget purposes, it is assumed four (4) meetings will be attended by three (3) staff members of the Consultant.

Task 3 - Periodic Meetings with Local Elected Officials (Task not Used)

Task 4 - Project Permitting and Agency Coordination

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- US Army Corps of Engineers
- Iowa Department of Natural Resources
- FEMA

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that four (4) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant and reimbursed by the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 5 - Individual Property Owner Meetings

The Consultant will conduct meetings with individual property owners to address issues of specific concerns to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition segments of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultant's project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that the following meetings with individual property owners involved in the right-of-way acquisitions will be required.

- Two (2) meetings with Eleven (22) property owners.
- Includes meetings with DC-G Community School District

Task 6 – Design Development Exhibit Preparation

Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 7 – Individual Parcel Exhibits

The Consultant will prepare individual property acquisitions exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs, and permanent/temporary easement needs. The exhibits will be labeled with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

- Twenty-five (25) Exhibits

Task 8 – Utility Coordination Meetings

The Consultant will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be five (5) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second and third will be preliminary/final design review and coordination meetings. Meetings four and five will be for review of utility relocation plans.

PHASE 25 – GEOTECHNICAL SERVICES

Task 1 – Soil Borings (Subconsultant Allender Butzke Engineers, Inc.)

This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after roadway alignments have been selected. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing fifteen (15) borings, 13 borings 10ft to 20ft deep for the roadway and 2 borings at 30ft deep for the culvert. The borings will be for purposes of the pavement, subbase, and subgrade design, moisture contents, groundwater levels, laboratory testing and engineering analysis. The soil borings shall include coordination of traffic control measures and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the soil borings.

This subsurface exploration will include laboratory testing, engineering analysis, trench design and a written report.

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Earthwork construction
- Cut and fill construction
- Excavation and backfill
- Site preparation, including the suitability of the existing on-site soils for structural fill
- Bearing soils for culverts and manholes
- Settlement and global slope stability review, if applicable
- Expansive soil design considerations, if applicable
- Subsurface drainage recommendations
- Subgrade preparation recommendations for grade supported pavements
- Discussions of potential need for dewatering

The scope of services does not include recommendations for street construction of SW 19th Street, which can be incorporated by contract amendment upon the request of the City.

PHASE 30 – Design Surveys

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

The Consultant will perform miscellaneous topographic surveys required for the development of the project. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Task 3 - Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 5 - Right-of-Way Survey

The Consultant will perform right-of-way surveys required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

Task 7 - Soil-Boring Location Surveys

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of the following number of soil borings:

- Fifteen (15) borings.

Task 8 – Utility Relocation Staking

The Consultant will perform staking to aid in the relocation of private utility relocations. This task will include communication with utility companies regarding their needs and staking. This task includes (1) staking effort per each utility company.

Task 9 - Public Notice of Project

The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant will distribute the notice letter following the City review and approval.

Task 10 - Easement Staking

This task consists of staking the easement locations for purposes or property negotiations. The staking survey includes the marking of key easement location points to visualize the locations in the field and will also include marking of existing property lines' locations. For this agreement, all permanent and temporary easements will be staked one (1) time.

Task 11 – Survey Monumentation

(Monumentation of proposed property acquisitions as required by Iowa Code and to be completed under separate Construction Services agreement)

Task 12 – Monumentation Preservation

(Preservation of existing right-of-way monumentation as required by Iowa Code and to be completed under separate Construction Services agreement)

PHASE 31 – Acquisition Plats

For budgetary purposes, it is assumed that thirty-six (36) parcels are within the project limits.

Task 1 - Preparation of Acquisition Plats and Legal Descriptions

The Consultant will prepare acquisition plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats = 22 each (FE)
- Temporary Construction Easement = 24 each (TE)
- Permanent Easements = 3 each (PE)

The following table summarizes the anticipated project acquisitions, for which this scope of service task has been developed:

No.	Parcel Name	Fee-Title ROW (FE)	Temporary Easements (TE)	Permanent Easements (PE)
1	EBH Inc.	1	1	1
2	Norfolk Southern RY	n/a	n/a	n/a
3	JDS Real Estate Services LLC	1	1	1
4	St Peter Lutheran Church	1	1	n/a
5	City of Grimes	6	n/a	n/a
6	Dallas Center Grimes CSD	3	3	n/a
7	Amanda L Jensen	n/a	1	n/a
8	David A Cretors	n/a	1	n/a
9	Oswald Investments	n/a	1	n/a
10	Katherine E Gilbert	n/a	1	n/a
11	John R Gamble	n/a	1	n/a
12	Andrew C Zahn	n/a	1	n/a
13	Integrity Builders of Iowa LLC	1	1	n/a
14	Elliott T Christians	1	1	n/a
15	Kerry L Roddan	2	2	n/a

No.	Parcel Name	Fee-Title ROW (FE)	Temporary Easements (TE)	Permanent Easements (PE)
16	Capitol Properties LLC	1	1	n/a
17	Lawrence P Huntley	1	1	n/a
18	Jeannine Ward	1	1	n/a
19	Jeremy Flanagan	1	1	n/a
20	Patricia E Reeck	1	1	n/a
21	Leann F Auxler	1	1	n/a
22	Meadowlark South Homeowners Association	n/a	1	1
23	Townhomes at Meadowlark South	n/a	1	n/a
Totals		22	24	3

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions will be “of” descriptions and not be metes & bounds descriptions. The plats and legal descriptions will comply with requirements of the Iowa Code and will be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats will also be completed in accordance with the City requirements.

PHASE 35 – ENVIRONMENTAL SERVICES

The Consultant will complete the following environmental services.

Task 1 – Limited Wetland Evaluation Services

The Consultant will perform a wetland and Waters of the United States (WUS) delineation of the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Consultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

- ◆ Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- ◆ Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
 - ▶ Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
 - ▶ Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
 - ▶ Observe site characteristics for wetland hydrology indicators.
- ◆ Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may be needed to identify wetland boundaries. Fees for standard surveying have not been included in this proposal.
- ◆ Prepare maps showing the delineated wetland and WUS area(s).
- ◆ Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

The scope of this proposal includes one site visit to conduct a baseline delineation. The fees in this proposal do not include additional meetings or data collection/evaluation that may be requested by the U.S. Army Corps of Engineers (USACE).

Task 2 - Mitigation Plan and Section 404 Permit Application

If wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The Consultant will prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project.

The project site is located within the primary or secondary service areas several banks that emergent and forested wetland credits and WUS credits. The Consultant will contact the bank/banks regarding the purchase of credits for wetland and WUS impacts. The Consultant will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

Task 3 - Threatened & Endangered Species Habitat Assessment

The Consultant will obtain the FWS Information for Planning and Consultation (IPac) database to identified potential Threatened and Endangered (T&E) Species that may occur in the project area. The Consultant will perform a field review of the project area to evaluate whether suitable habitat for the federally-listed listed T&E species is present. A letter-report will be prepared summarizing the findings of the T&E habitat assessment.

Task 4 - Phase I Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

PHASE 40 – FUNCTIONAL DESIGN – SW 19th STREET

The Consultant will complete functional design services for SW 19th Street improvements. The primary focus will be on refinement of the geometric plans, vertical profile, and roadway culvert design. Proposed utility locations, right-of-way requirements, and proposed property impacts will be incorporated.

The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Task 1 – Refine Typical Sections

The Consultant will refine typical sections, including lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, clear-zones and identification of potential storm sewer, sanitary sewer, water main, private utility locations, and street enhancements in the typical roadway section.

Task 2 – Develop Preliminary Geometrics

The Consultant will develop preliminary roadway and intersection geometrics for the improvements.

Task 3 – Develop Horizontal Alignment and Vertical Profile

Utilizing preliminary geometrics, the Consultant will develop horizontal alignment and vertical profile for the mainline, based on Design Criteria and preliminary roadway culvert sizing.

Task 4 –Culvert Design

The Consultant will inventory existing hydrological and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been qualified, the Consultant will determine the location and size of major roadway culverts base on Chapter 2 of the SUDAS Design Manual.

Task 5 – Functional Plan Preparation

Based on functional design tasks, the Consultant will prepare functional level plans depicting proposed grading, drainage, paving, and other features of the project. The functional plans will include, but not be limited to the following:

Typical Cross-Sections (B-Sheets)

This item consists of Typical Cross Sections to be used for the proposed improvements and preliminary limits to which each Typical Section will apply.

Plan and Profile Displays

This item consists of the development of functional plan and profile displays that show the existing topography along with the proposed improvements based on the centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be linework necessary to show the design featured for the proposed improvements.

Task 6 – Opinion of Probable Construction Costs

The Consultant will prepare a concept opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Conceptual cost estimates will be based on representative major project elements and recent bid information. A detailed bid item list and quantity takeoffs will not be developed for the preliminary cost estimate.

PHASE 45 – PELIMINARY DESIGN

The Consultant will complete preliminary design services. The primary focus will be on geometric plans and profiles, existing and proposed utility locations, and right-of-way requirements. The preliminary plans will also incorporate potential elements that may affect the corridor including property impacts. The plans will show existing topographic features, proposed grading, drainage, paving, utility improvements, and other features of the project.

The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will develop project design criteria to be used in developing utility improvements. Criteria will conform to City, Iowa DOT, SUDAS, and AASHTO Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type
- Design speed and Regulatory speed
- Design vehicles for intersection design
- Widths of travel lanes, parking areas, and right-of-way
- Preferred/Acceptable Clear Zone requirements
- Provisions for pedestrians and/or bicycles
- Street Lighting requirements
- Utility corridor locations

The Consultant will prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 – Preliminary Typical Sections

The Consultant will develop typical sections for the mainline and sideroad street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, and clear zones. This task also includes identifying potential locations for storm sewer, water main, and other utilities in the typical sections. This task does not include the design calculations and capacity analysis for storm sewer or water main.

Preliminary typical sections will include locations for possible joint utility trench(es).

Task 3 – Preliminary Roadway Geometrics

The Consultant will develop preliminary roadway geometrics for the project based on survey centerline reestablishment, preferred alternative conceptual geometrics from the James Street Corridor Study, and approved design criteria. Included in this task is the preliminary design of sidewalk, trail, and accessible curb ramps.

Task 4 – Preliminary Roundabout Geometrics

The preliminary roundabout geometrics will be developed based on proposed mainline lane configurations and the previous modeling from the James Street Corridor Study will be reviewed. Preliminary geometrics will consider existing roadway alignments and profiles, design vehicles, environmental constraints, and utilities.

Task 5 – Preliminary Horizontal Alignments and Vertical Profiles

Utilizing preliminary geometrics; develop horizontal alignments and vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing design criteria.

Task 6 - Preliminary Access and Site Development Modification Design

The Consultant will develop preliminary geometrics for the reconstruction of existing driveways impacted by improvements and for proposed access for planned development projects. This task includes analysis of the effects of proposed improvements on drainage, grades, and traffic patterns.

Task 7 – Preliminary Water Main Design

The consultant will develop preliminary design layout for the replacement and relocation of existing water main within the project corridor. Includes sideroad connections, services, valves, and hydrants.

Task 8 – Preliminary Storm Sewer Design

This task includes an inventory of existing hydrologic and hydraulic conditions and analysis of the impacts of the proposed improvements on the area wide drainage patterns. Once the impacts have been quantified, the Consultant will develop a storm sewer system layout plan and major crossroad culverts based on Chapter 2 of the SUDAS Design Manual. The Consultant will resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.

Task 9 – Hydrological/Hydraulic Investigation of Little Beaver Creek Tributary South

The Consultant will coordinate hydraulic design criteria and analysis with the Federal Emergency Management Agency (FEMA), the Iowa Department of Natural Resources (IDNR) and the US Army Corps of Engineers (USCOE) pursuant to issuance of a floodplain development permit and Nationwide 404 Permit.

The Consultant will obtain existing hydrologic data from the United States Geological Services (USGS), USACE, FEMA and IDNR as applicable to the Project. Specifically, design discharges for floods with recurrence intervals of 10, 25, 50, 100, and 500 years shall be obtained from existing published resources and used for the hydraulic design of the Project stream crossing. The Consultant will not develop new hydrologic data for the Project.

The Consultant will perform hydraulic analysis to identify minimum required culvert crossing; impacts to existing flood profiles and flood; and scour countermeasures as necessary. An existing HEC model for Little Beaver Creek Tributary South is assumed available from FEMA or its contractors and is planned to be utilized for the existing Water Surface Profile for Little Beaver Creek Tributary South in the immediate vicinity of the project.

Task 10 – FEMA Flood Plain Review and CLOMR

CONSULTANT shall coordinate with the CITY and FEMA for the review of HEC-RAS model and proposed modifications to existing Flood Insurance Rate Maps (FIRM).

CONSULTANT will prepare exhibits and supporting documents for submittal to FEMA for review of proposed flood plain changes. CONSULTANT will include:

- A written description of the purpose of the MT-2 requests and the scope of the proposed project along with the methodology used to analyze the project effects
- Files in a digital format of all HEC-RAS models used for the Hydraulic Analysis

- Provide digital format (CAD or GIS) of a certified topographic work map that encompasses the limits of the floodway and floodplain change
- Proposed plans, certified by a registered Professional Engineer, for all project elements
- A floodway public notice or a statement by the City of Grimes that it has notified all affected property owners, in compliance with NFIP regulations Subparagraph 65.7(b)(1)
- A copy of the individual legal notices sent to all the property owners affected by any increases in the flood hazard information.

The CONSULTANT assumes completed MT-2 Application will include only Form 1, Form 2, and Form 3 for FEMA review. Revisions are expected to be completed by CLOMR. Tasks do not include effort required for a Physical Map Revision (PMR). Fees will include FEMA review of “CLOMR Based on Bridge, Culvert, Channel, Hydrology, or Combination Thereof” (\$8,250). Fees will be paid with a receipt provided for invoicing.

Task 11 – Preliminary Traffic Signal Design

The Consultant will develop preliminary permanent traffic signal design for the intersection of S James Street and SE 6th Street. The preliminary plans will include traffic signal pole layout and major equipment layout. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City and the Manual on Uniform Traffic Control Devices (MUTCD).

Task 12 – Preliminary Joint Utility Trench (JUT) Design

The Consultant will develop a typical cross-section and plan and profile sheets required for the relocation of private telecommunication utilities into a joint utility trench. Included as part of this task is the placement of handholes banks for future access to conduit. The proposed joint utility trench consists of the installation of multiple conduits to accommodate existing and future telecommunications within a common trench along S James Street.

Task 13 – Roadway Lighting Photometric Design

The Consultant will select lighting poles and fixture types, design and prepare drawings of a preliminary layout, and complete a photometric analysis and report. This task does not include any electrical circuit design. The Consultant will work closely with the City and MidAmerican Energy Company to ensure that the proposed street lighting system is compatible with the overall project design and that it will meet the needs of the City.

Task 14 – Utility Research

The Consultant will meet with the utility companies, including City utilities, for information within the project corridor regarding transmission, distribution, and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 15 – Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purpose of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer, and all private utilities including gas, electric, and communications.

Task 16 – Construction Staging Plan Development

The Consultant will develop a preliminary Traffic Control concept to indicate how the project will generally be constructed and how traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including roadway (ML/SR), storm sewer, water main, property access, and private utility relocations. With refinement and acceptance by the City, the concepts develop in preliminary plans will serve as the basis for preparing the final traffic control plan during Final Design. For estimating purposes, it is assumed that the S James Street will maintain a minimum of 2-lane traffic (1-lane each direction) during construction.

Task 17 – Acquisition Requirements Identification

The Consultant will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development. The requirements will take into consideration proposed utilities, construction staging and access, utility relocations, and other critical construction elements.

Task 18 – Preparation of Preliminary Design Plans

The Consultant will prepare preliminary design plans, which will be approximately 60 percent complete and shall consist of the following tasks:

Preliminary Title Sheet (A Sheets)

This item consists of a title sheet for plans, including the following: Index of Sheets, Location Map, Project Number, and Design Traffic Data.

Preliminary Typical Cross Sections (B-Sheets)

This item consists of Typical Cross Sections to be used for the proposed improvements and preliminary limits to which each Typical Section will apply.

Preliminary Plan and Profile (D and E Sheets)

This item consists of preliminary plan and profile drawings. These drawings will include base mapping; existing and proposed right-of-way and easement limits; proposed alignments; existing and proposed profiles; proposed storm sewer and water main; and existing utility information.

Preliminary Right-of-way (H Sheets)

This item consists of sheets showing general parcel information, including existing and proposed right-of-way and easements, existing property lines, and property owner information.

Preliminary Traffic Control and Staging (J Sheets)

This item consists of sheets showing a suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan will include provisions for maintaining access to adjacent properties during construction.

Preliminary Roundabout Plan and Profiles (K Sheets)

This item consists of sheets detailing geometric layout, horizontal alignment(s), and vertical profile information for the roundabout intersection.

Preliminary Geometric, Staking, and Jointing (L Sheets)

This item consists of sheets including details for geometric layout and dimensioning. Return radii, pavement widths, taper rates, and other design criteria elements will be dimensioned. Labeling of station/offsets, design elevations, and slopes will not be included in the preliminary plan set. Longitudinal joint spacing and lane widths will be detailed in the typical cross-sections. A full jointing plan will not be included in the preliminary plans.

Preliminary Storm Sewer Plan and Profile (M Sheets)

This item consists of plan and profile sheets for proposed storm sewer layout information.

Preliminary Water Main Plan and Profile (MW Sheets)

This item consists of preliminary water main plan and profile sheets that will show proposed water main alignment, existing ground and proposed water main profiles, and hydrant and valve locations.

Preliminary Traffic Signal and Joint Utility Trench Sheets (N Sheets)

This item consists of sheets detailing traffic signal improvements for the S James Street and SE 6th Street intersection and preliminary layout for a joint utility trench. Preliminary traffic signal plans will include general layout information. Preliminary joint utility trench plans will include typical cross sections, horizontal layout, placement of handholes, and location and details for street crossings.

Preliminary Lighting Layout Sheets (P Sheets)

This item consists of sheets detailing the preliminary street lighting layout and photometric analysis results.

Preliminary Removal Plan Sheets (R Sheets)

This item consists of sheets detailing project removals.

Preliminary Sidewalk Plans (S Sheets)

This item consists of sheets for the preliminary accessible curb ramp layout and design in accordance with Chapter 12 of the SUDAS Design Manual. Preliminary plans will include recommended geometric layout, dimensions, and curb ramp locations. Running slope and cross slope grades will not be included.

Preliminary Roadway Culvert – Type, Size and Location (TS&L) Plans (V Sheets)

This item includes preliminary Type, Size, and Location (TS&L) plans for major drainage structures. Includes a Situation Plan and General Elevation consisting of cross/longitudinal section perpendicular/along roadway at the roadway culvert. Roadway curve and profile data, hydraulic data, and traffic data will be shown.

For estimating purposes, it is assumed two (2) culverts are required for this project.

Preliminary Cross Sections (W and X Sheets)

This item consists of detailed cross sections sheets (50' increments) to illustrate typical conditions, drainage design, and non-typical conditions for use during design, review, and quantity estimating purposes.

Task 19 - Field Exam

This task includes a Field Exam with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the Field Exam will allow preparation for Final Plans.

Task 20 – Opinion of Probable Construction Costs

The Consultant will prepare a preliminary opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Preliminary cost estimates will be based on representative major project elements and recent bid information. A detailed bid item list and quantity takeoffs will not be developed for the preliminary cost estimate.

Task 21 - Quality Control

Involves ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

PHASE 50 - FINAL DESIGN AND SPECIFICATIONS

Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 – Incorporate Comments from Preliminary Plan Review and Field Exam

The Consultant will incorporate comments resulting from the preliminary plan review, field exam, utility coordination, and property acquisitions. Recommended modifications will be incorporated into the project design. The Consultant will revise preliminary design to incorporate City approved design changes.

Task 2 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheet (A Sheets)

This item consists of creating a title sheet for plans, including the following: Index of Sheets, Location Map, Project Number, and Design Traffic Data.

Final Typical Cross Sections and Details (B Sheets)

This item consists of Typical Cross Sections and standard details to be used for the proposed improvements.

Final Estimate of Quantities and Tabulations (C Sheets)

This item consists of final bid items to be included in the Project, final quantity tabulations, and the development of general notes and estimate reference information. Quantities for the reconstruction of S James Street from SE 6th Street to SE 2nd Street will be tabulated separately and under a separate Division for inclusion as a Bid Alternate within the Bid Documents.

Final Plan and Profile (D and E Sheets)

This item consists of final plan and profile drawings. These drawings will include base mapping; existing and proposed right-of-way and easement limits; proposed alignments; existing and proposed profiles; proposed storm sewer and water main; and existing utility information.

Final Survey Reference Sheets (G Sheets)

This item consists of sheets assembling reference ties to the plan control points and benchmark data used to develop the plans and to be preserved throughout the project. This also includes any Government Controls that are found in the vicinity of the proposed construction.

Final Right-of-way Sheets (H Sheets)

This item consists of sheets showing general parcel information, including existing and proposed right-of-way and easements, existing property lines, and property owner information.

Final Traffic Control and Staging Plan (J Sheets)

This item consists of sheets showing a plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan will include provisions for maintaining access to adjacent properties during construction. Layouts will be as per the requirements of the Iowa DOT and the Manual on Uniform Traffic Control Devices (MUTCD).

Final Roundabout Plan and Profiles (K Sheets)

This item consists of sheets detailing geometric layout, horizontal alignment(s), and vertical profile information for the roundabout intersection.

Final Geometric, Staking, and Jointing (L Sheets)

This item consists of jointing details, spot elevations, and geometric layout for all non-typical pavement areas.

Final Storm Sewer Plan and Profile (M Sheets)

This item consists of sheets for proposed storm sewer, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project. Includes storm profiles and cross sections.

Final Water Main Plan and Profile (MW Sheets)

This item consists of final water main plan and profile sheets that will show proposed water main alignment, existing ground and proposed water main profiles, hydrant and valve locations, storm and sanitary sewer crossings, design elevations at critical crossings, and private utility impacts.

Final Traffic Signal (N Sheets)

This item consists of sheets detailing final traffic signal improvements for the S James Street and SE 6th Street intersection.

Final traffic signal plans will include signal layout plans, wiring diagrams, major equipment, poles, signal heads, quantities, special provisions, underground interconnect, and other elements of the traffic signal installations, as necessary, to accommodate the roadway design, as well as proposed phasing and timing of traffic signals.

Final joint utility trench plans will not be included.

Final Lighting Layout Sheets (P Sheets)

This item consists of sheets for the final street lighting plan. Includes existing topography, proposed improvements, pole locations, and photometrics. The layout plans are for reference purposes. Final design plans including wiring/conduit design and the locations of handholes, transformers, and other equipment shall be issued and constructed by MidAmerican Energy.

Final Pavement Marking and Traffic Signing Sheets (PM Sheets)

This item consists of sheets detailing the final pavement markings and traffic signing to be placed into service following construction. The pavement marking and signing devices and layout will be as per the requirements of the Iowa DOT and Manual on Uniform Traffic Control Devices (MUTCD).

Final Removal Plan Sheets (R Sheets)

This item consists of sheets detailing project removals.

Final Pollution Prevention and Erosion Control Plans (RC and RR Sheets)

This item consists of erosions control sheets that include a draft pollution prevention plan, existing and proposed topography, locations of proposed best management practices, and permanent surface restoration types.

Final Sidewalk Plans (S Sheets)

This item consists of sheets for final accessible curb ramp layout and design in accordance with Chapter 12 of the SUDAS Design Manual. Final plans will include ramp locations, geometrics, dimensions, cross-slopes, running slopes, and staking information.

Final Earthwork Quantity Sheets (T Sheets)

This item consists of sheets detailing earthwork quantities by corridor and station range.

Final Special Construction Detail Sheets (U Sheets)

This item consists of final sheets for special project details not covered elsewhere in the plans. Included are items such as special grading details, channel grading, culvert details not included in the V-Sheets, special paving details, and other required miscellaneous details required for completion of the project.

Final Roadway Culvert Plans (V-Sheets)

This item consists of final design and drafting of the plan and details for the two (2) RCB roadway culverts.

Final Cross Sections (W and X Sheets)

This item consists of detailed cross sections at 25' max. intervals, with additional cross sections included as necessary. Cross sections will illustrate existing ground elevations and final project grading, including fore slope and back slope information, special sub-grade treatments, ditches, existing and proposed pavement, and other pertinent information.

Task 3 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Water Supply Construction Permit
- Notice of Stormwater Discharge Publication
- Pollution Prevention Plan
- Floodplain development permit

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant and reimbursed by the City. The Consultant shall provide technical criteria, written descriptions, and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 4 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

Task 5 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project. Items, Quantities, and Costs for the construction of S James Street from SE 6th Street to SE 2nd Street will be tabulated separately as a Bid Alternate.

Task 6 - Quality Control

Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

PHASE 60 - PROJECT BIDDING

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents utilizing the QuestCDN system and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting and submit the Notice to Iowa League of Cities and Master Builder's online posting platforms. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing to the paper as well as their website.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents. For estimating purposed, it is assumed one (1) addendum will be issued.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulation of bids for the Owner, shall advise the Owner on the responsiveness of the bidders, and assist the Owner in making the award of contract, including preparation of necessary contract documents.

Project Deliverables

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Preliminary Plans and Preliminary Opinion of Probable Construction Costs
- Two (2) set of the original Final Construction drawings (half-size 11"x17") and final Project Manual.
- Electronic copy in PDF format of the original electronic signed final drawings (half-size 11"x17") that includes special provisions and engineer's final opinion of probable cost for the project.
- Two (2) copies of Parcel Exhibits
- Permanent and Temporary Easement Plats (3 copies of original signed plats)

ADDITIONAL SERVICES:

Additional Services are *not* included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) State Revolving Fund (SRF) Applications
- 2.) Right of Way Acquisition Services
- 3.) Review Appraisals
- 4.) Eminent Domain proceedings
- 5.) Design of a wetland or WUS mitigation area if mitigation banks cannot be utilized.
- 6.) Additional T&E species studies, such as acoustic surveys, bee surveys, or botanical surveys
- 7.) Alternative Analysis for Individual Permit
- 8.) NEPA Evaluation
- 9.) Contaminated Soils Investigations
- 10.) Streetscape Design
- 11.) Bridge Design
- 12.) Special Geotechnical Considerations
- 13.) Subsurface Utility Investigations
- 14.) Storm Water Pollution Prevention Monitoring
- 15.) Construction Period Services
- 16.) Construction Period Testing Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	June 28, 2022
A. Project Coordination	July 2022 – May 2023
B. Design Survey	July – August 2022
C. Legal Survey and Platting	July – October 2022
D. Environmental Services	July – May 2023
E. Preliminary Design	August – November 2022
F. Final Design and Specifications	December 2022 - March 2023
G. Letting	April 2023

ATTACHMENT 3 - SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208.00
Project Manager	\$178.00-\$205.00
Project Engineer	\$147.00-\$196.00
Staff Engineer	\$121.00-\$146.00
Planner	\$121.00-\$194.00
Project Scientist	\$121.00-\$147.00
Technology Manager	\$173.00
Technician	\$82.00-149.00
Construction Manager	\$173.00
Land Surveyor	\$138.00-\$173.00
Project Administrator	\$80.00-\$100.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.



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

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING: RESOLUTION AUTHORIZING RENTAL AGREEMENT FOR TEMPORARY POWER AT THE NORTH JORDAN WELL

SYNOPSIS: The City of Grime suffered a fire at the North Jordan Well site which resulted in a loss of the power system and the controls needed to run the well. Temporary power is needed to ensure the City has capacity to produce the needed quantity of potable water in the event the South Jordan Well has a failure.

Staff is working with McClure Engineering, contractors and manufactures on a timeline for the permanent repairs of the power system and controls. Staff feels the rental of this equipment is needed to maintain the needed redundancy in the water production system to ensure the water needs for the Grimes are met.

FISCAL IMPACT:

Approximately \$23,965.00 per month plus a freight charge of \$1800.00. We are anticipating that ICAP is going pay this invoice as part of the insurance claim.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 06-3122

RESOLUTION AUTHORIZING RENTAL AGREEMENT FOR TEMPORARY POWER AT THE
NORTH JORDAN WELL.

WHEREAS, the City of Grimes (Grimes) suffered a fire at the North Jordan Well controls building, and

WHEREAS, temporary power is needed to run the North Jordan Well and

WHEREAS, Ziegler Cat has the appropriate generator and accessories to provide temporary power to the North Jordan Well.;

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

1. That the City Council of Grimes approves the expenditure of funds to provide temporary power to run the North Jordan Well and,
2. That the City Administrator is authorized to enter into a rental agreement on behalf of the City.

PASSED AND APPROVED this 28th day of June, 2022.

Mayor Scott Mikkelsen

By: _____

Attest: City Clerk Rochelle Williams

By: _____

RESOLUTION TO PURCHASE REAL ESTATE – 309 EAST 1ST STREET

Grimes Resolution No. 06-3922

WHEREAS, the City of Grimes has identified the need to make certain improvements to the intersection of East 1st Street and Main Street; and

WHEREAS, the City of Grimes has identified 309 East 1st Street will need to be acquired for the improvements; and

WHEREAS, the City of Grimes has ordered and obtained an appraisal on the property; and

WHEREAS, the City of Grimes owns property adjoining the property; and

WHEREAS, the Grimes City Council on April 12, 2022 authorized City Staff to negotiate an agreement to purchase the property and bring any necessary agreement to the City Council for approval; and

WHEREAS, City Staff have negotiated a purchase agreement in the amount of \$380,000.00; and

WHEREAS, after the tax proration credit in the amount of \$4,888 the purchase price is \$375,112.00; and

WHEREAS, City Staff is instructed to secure a check payable to the Whitfield and Eddy Law Trust Account in the amount of \$375,112.000

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, instructs the Finance Director to provide a check payable to the Whitfield and Eddy Law Trust Account in the amount of \$375,112.00 for the purchase of property at 309 East 1st Street.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 28th day of June, 2022, and approved this 28th day of June, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



June 13, 2022

City of Grimes
Rochelle Williams
City Clerk
101 NE Harvey Street
Grimes, IA 50111

Dear Rochelle,

The Des Moines Choral Society Board of Directors, singers and staff would like to thank you for your continued support of the arts during the 2021-2022 season through Bravo Greater Des Moines grants.

Over our past season we used Bravo funds to assist with expenses associated with three public concerts: *Christmas with the Choral Society*, *A Celebration in Song*, and our recent *Masterworks: Glory, Remembrance and Hope*. We were thrilled to once again perform for a live audience.

Choral Society rehearsals begin again in August for an exciting 2022-2023 season, which includes a trip to Carnegie Hall in March to perform *Illuminare* by Elaine Hagenberg in addition to our regular season concerts. The Des Moines Choral Society can only continue to grow and provide top tier performances with the assistance of our corporate and individual donors and through grants such as those provided by Bravo Greater Des Moines.

Thank you again for helping the Choral Society continue to be recognized as "one of Iowa's artistic treasures".

Still Something to Sing About

A handwritten signature in blue ink that reads "LaVonne Short".

LaVonne A. Short
Office Administrator
Des Moines Choral Society

In accordance with IRS regulations for 501(c) (3) non-profit organization, this letter is the acknowledgement of your contribution. No goods or services were received in exchange for this donation. Therefore, the entire amount should be tax-deductible.

"Something to sing about!"

Rochelle Williams

From: Cheryl Heid <heid@grimeslibrary.org>
Sent: Tuesday, June 21, 2022 9:30 PM
To: Rochelle Williams; Jake Anderson
Subject: FW: Library Board

FYI

From: Erin Leifker [mailto:erin@farmher.com]
Sent: Tuesday, June 21, 2022 8:10 PM
To: smikkelsen@grimesiowa.gov
Cc: Cheryl Heid <heid@grimeslibrary.org>; Gary Schroeder <ggsche337@gmail.com>
Subject: Library Board

Hello-

Please accept this email as my resignation from the library board. This time in our life with our kids ages is really making this hard to prioritize. Fall will bring even more activities.

I feel it is best that I resign my position and allow someone who is passionate and available to be a part of the board.

I have enjoyed my time! I will always be a big supporter of the library and all you and your staff do for our community, Cheryl.

Thank you,
Erin

--

Erin Leifker
Chief Experience Officer
M: 715-225-8635
www.FarmHer.com

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.

TREASURER'S REPORT

CALENDAR 5/2022, FISCAL 11/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	13,750,524.77	401,090.25	653,461.67	.00	13,498,153.35
002	LIBRARY FUND	214,651.56	7,566.26	45,424.21	.00	176,793.61
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,513,190.33	88,434.45	60,117.14	.00	3,541,507.64
112	EMPLOYEE BENEFITS	1,154,602.91	38,149.94	118,663.15	.00	1,074,089.70
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	2,366,033.39	236,376.16	.00	.00	2,602,409.55
125	TAX INCREMENT FINANCING	1,660,339.74	151,479.76	1,323,580.00	.00	488,239.50
160	HOTEL/MOTEL/ECON DEV	261,529.75	14,873.38	.00	.00	276,403.13
161	ECO DEVELOPMENT REVOLVING	166,205.70	1,069.70	.00	.00	167,275.40
167	RESTRICTED GIFTS	98,217.87	104.68	.00	.00	98,322.55
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	5,123,968.79	73,431.62	4,214,239.99	.00	983,160.42
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	110,418.26	.00	.00	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	96,863.71-	.00	.00	.00	96,863.71-
309	CP - PARKS	2,847,601.95	.00	.00	.00	2,847,601.95
310	CP - FIRE	200,000.00	.00	.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	213,227.47	.00	.00	.00	213,227.47
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
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	116,459.67-	.00	.00	.00	116,459.67-
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	12,239.15-	.00	.00	.00	12,239.15-
324	CP-Water Plant Exp 2019	3,192.10-	.00	433,168.23	.00	436,360.33-
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 PHASE 1	715,059.61-	.00	58,598.68	.00	773,658.29-
329	NW TERRITORY LIFT STATION	411,188.37	.00	16,399.38	.00	394,788.99
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	989,933.09	.00	.00	.00	989,933.09
332	ROAD USE EQUIPMENT	36,882.00	.00	.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	601,594.33	.00	8,502.50	.00	593,091.83
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	86,049.58	.00	.00	.00	86,049.58
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	272,530.38-	.00	2,610.76	.00	275,141.14-
340	ANNUAL SIGNAL IMPROVEMENT	577,092.50	.00	7,342.50	.00	569,750.00

TREASURER'S REPORT
CALENDAR 5/2022, FISCAL 11/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	34,808.10-	.00	.00	.00	34,808.10-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	21,125.18-	.00	997.00	.00	22,122.18-
344	PAVEMENT COND ANALYSIS	76,955.60	.00	.00	.00	76,955.60
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	98,691.70	.00	.00	.00	98,691.70
347	N SPORTS COMPLEX PARKING	267,298.24-	.00	48,234.28	.00	315,532.52-
348	SPLASH PAD	802,916.51	.00	16,116.51	.00	786,800.00
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	7,215,326.09	.00	167,501.82	.00	7,047,824.27
351	37TH ST IMPROVEMENTS	663,717.35	.00	.00	.00	663,717.35
352	TRL RDG/BEAV/JACOB WTR MN	74,516.51	.00	9,572.53	.00	64,943.98
353	SANI SEWER STUDY	22,505.41	.00	.00	.00	22,505.41
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	31,718.46	.00	.00	.00	31,718.46
358	ANN TRAIL IMPRV & PLAN	5,819.59	.00	.00	.00	5,819.59
359	EMERGENCY WATER MAIN	93,142.25	.00	4,000.00	.00	89,142.25
360	19TH ST WATER MAIN	356,768.84	.00	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	.00	.00	.00	.00	.00
363	WRA SANI SEWER PHASE 3	308,750.00-	.00	.00	.00	308,750.00-
364	WRA SANI SWR PHS 4	179,581.03-	.00	152,544.50	.00	332,125.53-
365	WALLACE FARM	.00	69,750.00	.00	.00	69,750.00
366	JACOB ST OVERLAY PROJ	71,600.00-	.00	.00	.00	71,600.00-
367	GRIMESPLEX	.00	.00	12,171.27	.00	12,171.27-
399	EQUIP REVOLVING PROGRAM	.00	.00	.00	.00	.00
600	WATER	7,790,336.34	347,932.88	162,870.56	.00	7,975,398.66
601	WATER DEPOSITS	185,169.35	7,827.60	.00	.00	192,996.95
602	WATER SINKING	2,066,677.45	.00	1,429,064.24	192,163.59	829,776.80
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,435,701.26	247,941.44	191,699.53	.00	6,491,943.17
611	SEWER SINKING	1,009,182.69	.00	194,503.99	.00	814,678.70
670	LANDFILL/GARBAGE	564,658.44	66,546.48	26,113.02	.00	605,091.90
740	STORM WATER	2,590,735.83	64,598.26	35,301.23	.00	2,620,032.86
750	GRIMESPLEX	.00	.00	.00	.00	.00
Report Total		65,055,945.93	1,817,172.86	9,392,798.69	192,163.59	57,672,483.69

BALANCE SHEET

CALENDAR 5/2022, FISCAL 11/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	252,389.94-	8,818,462.42
002-000-1110	CASH - LIBRARY	37,857.95-	176,793.61
110-000-1110	CASH - ROAD USE	28,317.31	3,541,507.64
112-000-1110	CASH - EMPLOYEE BENEFITS	82,005.23-	1,068,913.42
121-000-1110	CASH - LOCAL OPTION SALES TAX	236,376.16	2,602,409.55
125-000-1110	CASH - TIF	1,172,100.24-	488,239.50
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	14,873.38	276,403.13
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	167,275.40
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	104.68	98,322.55
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	4,140,809.42-	979,759.81
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		110,418.26
308-000-1110	CASH-CP SW COUNTY LINE ROAD		96,863.71-
309-000-1110	CASH - CP - PARKS		2,847,601.95
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE		213,227.47
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
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		116,459.67-
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019		12,239.15-
324-000-1110	CASH- WATER PLANT EXP 2019	433,168.23-	436,360.33-
328-000-1110	CASH-WRA SANI SEWER PHASE 1	58,598.68-	773,658.29-
329-000-1110	NW TERRITORY LIFT STATION CASH	16,399.38-	394,788.99
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION		989,933.09
332-000-1110	CASH-ROAD USE EQUIPMENT		36,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	8,502.50-	593,091.83
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		86,049.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH	2,610.76-	275,141.14-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	7,342.50-	569,750.00
341-000-1110	HWY 44 STUDY CASH		34,808.10-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
343-000-1110	JAMES ST CORRIDOR STUDY CASH	997.00-	22,122.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS		76,955.60
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		98,691.70
347-000-1110	CASH N SPORTS COMPLEX PARKING	48,234.28-	315,532.52-
348-000-1110	CASH SPLASH PAD	16,116.51-	786,800.00
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	167,501.82-	7,047,824.27
351-000-1110	CASH 37TH ST IMPROVEMENTS		663,717.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN	9,572.53-	64,943.98
353-000-1110	CASH SANI SEWER STUDY		22,505.41
354-000-1110	CASH ANNUAL PCC PATCHING		150,000.00

BALANCE SHEET
CALENDAR 5/2022, FISCAL 11/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
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		31,718.46
358-000-1110	ANN TRAIL IMP & PLANN CASH		5,819.59
359-000-1110	EMERGENCY WATER MAIN CASH	4,000.00-	89,142.25
360-000-1110	19TH ST WATER MAIN CASH		356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
363-000-1110	WRA SANI SWR PHS 3 CASH		308,750.00-
364-000-1110	WRA SANI SWR PHS 4 CASH	152,544.50-	332,125.53-
365-000-1110	WALLACE FARM CASH	69,750.00	69,750.00
366-000-1110	JACOB ST OVERLAY CASH		71,600.00-
367-000-1110	GRIMESPLEX CASH	12,171.27-	12,171.27-
600-000-1110	CASH - WATER	183,627.08	5,292,355.07
601-000-1110	CASH - WATER DEPOSITS	7,827.60	190,566.25
602-000-1110	CASH - WATER SINKING	1,236,900.65-	829,776.80
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	56,014.99	3,287,812.90
611-000-1110	CASH - SEWER SINKING	194,503.99-	814,678.70
670-000-1110	CASH - SOLID WASTE	40,433.46	605,091.90
740-000-1110	CASH - STORM WATER	29,293.06	2,573,764.79
	CASH TOTAL	7,386,639.96-	47,048,343.24
112-000-1111	CASH - FLEX	1,492.02	5,176.28
	CASH TOTAL	1,492.02	5,176.28
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

BALANCE SHEET
CALENDAR 5/2022, FISCAL 11/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1150	CASH - IPAIT	18.52	58,464.79
200-000-1150	CASH - IPAIT	1.05	3,400.61
		-----	-----
	CASH - IPAIT TOTAL	19.57	61,865.40
600-000-1160	SAVINGS - WATER TAPPING	95.38	989,922.55
740-000-1160	SAVINGS - STORM WATER	3.97	46,268.07
		-----	-----
	SAVINGS TOTAL	99.35	1,036,190.62
610-000-1161	SAVINGS - SEWER TAPPING	226.92	1,035,560.43
		-----	-----
	SAVINGS - RACCOON TOTAL	226.92	1,035,560.43
600-000-1162	SAVINGS - VISION	1,339.86	1,052,408.37
		-----	-----
	SAVINGS - VISION TOTAL	1,339.86	1,052,408.37
601-000-1170	WATER DEPOSIT CD 25712		2,430.70
		-----	-----
	CD'S - CITY STATE TOTAL	.00	2,430.70
001-000-1171	CEMETERY CD 1 304927		31,497.77
001-000-1172	CEMETERY CD 3 222910		20,020.73
001-000-1173	CEMETERY CD 12014736		20,666.95
		-----	-----
	CD'S BANKERS TRUST TOTAL	.00	72,185.45
001-000-1174	CD# 12510837 - GENERAL		2,106,670.19
		-----	-----
	CD# 12510837 - GENERAL TOTAL	.00	2,106,670.19
001-000-1175	CD# 12396252 - GENERAL		2,106,670.19
		-----	-----
	CD# 12396252 - GENERAL TOTAL	.00	2,106,670.19
610-000-1178	CHARTER SEW TAP CD		2,077,034.11
		-----	-----
	CHARTER SEW TAP CD TOTAL	.00	2,077,034.11
		=====	=====
	TOTAL CASH	7,383,462.24-	57,672,483.69
		=====	=====

BUDGET REPORT
CALENDAR 5/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,374,185.00	111,412.00	1,228,890.20	89.43	145,294.80
	FIRE TOTAL	892,390.00	41,140.20	732,807.20	82.12	159,582.80
	AMBULANCE TOTAL	1,777,633.00	86,463.80	1,426,505.59	80.25	351,127.41
	BUILDING INSPECTIONS TOTAL	1,652,101.00	104,092.30	1,198,990.84	72.57	453,110.16
	ANIMAL CONTROL TOTAL	1,000.00	.00	193.50	19.35	806.50
	PUBLIC SAFETY TOTAL	5,697,309.00	343,108.30	4,587,387.33	80.52	1,109,921.67
	ROADS, BRIDGES, SIDEWALKS TOTA	2,895,941.00	143,369.69	1,963,107.75	67.79	932,833.25
	STREET LIGHTING TOTAL	249,000.00	12,461.55	184,572.22	74.13	64,427.78
	TRAFFIC CONTROL & SAFETY TOTA	17,500.00	.00	9,350.78	53.43	8,149.22
	SNOW REMOVAL TOTAL	264,283.00	3,133.44	94,333.52	35.69	169,949.48
	PUBLIC WORKS TOTAL	3,426,724.00	158,964.68	2,251,364.27	65.70	1,175,359.73
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	4,390.73	54.88	3,609.27
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	4,390.73	54.88	3,609.27
	LIBRARY TOTAL	837,637.00	56,733.23	705,825.18	84.26	131,811.82
	PARKS TOTAL	1,005,765.00	96,269.87	678,706.53	67.48	327,058.47
	NORTH COMPLEX TOTAL	41,000.00	4,523.33	16,622.69	40.54	24,377.31
	SOUTH COMPLEX TOTAL	41,000.00	3,762.70	35,764.55	87.23	5,235.45
	RECREATION TOTAL	274,300.00	19,895.93	299,458.73	109.17	25,158.73-
	REC - YOUTH PROGRAMS TOTAL	25,100.00	6,187.80	20,544.75	81.85	4,555.25
	REC - YOUTH SPORTS TOTAL	22,750.00	719.99	14,599.48	64.17	8,150.52
	REC - ADULT PROGRAMS TOTAL	4,800.00	500.88	2,921.59	60.87	1,878.41
	REC - ADULT SPORTS TOTAL	2,500.00	.00	1,018.78	40.75	1,481.22
	CEMETERY TOTAL	40,060.00	3,302.80	4,697.80	11.73	35,362.20
	GCC-GRIMES COMM COMPLEX TOTAL	212,150.00	10,082.30	139,046.58	65.54	73,103.42
	GRIMESPLEX TOTAL	368,500.00	.00	18,542.00	5.03	349,958.00
	CULTURE & RECREATION TOTAL	2,875,562.00	201,978.83	1,937,748.66	67.39	937,813.34
	ECONOMIC DEVELOPMENT TOTAL	3,293,157.00	1,323,580.00	3,167,256.23	96.18	125,900.77
	COMMUNITY & ECONOMIC DEV TOTA	3,293,157.00	1,323,580.00	3,167,256.23	96.18	125,900.77
	MAYOR/COUNCIL/CITY MGR TOTAL	317,993.00	21,822.58	268,735.43	84.51	49,257.57
	CLERK/TREASURER/ADM TOTAL	621,160.00	49,384.36	548,559.94	88.31	72,600.06
	ELECTIONS TOTAL	32,000.00	.00	24,886.60	77.77	7,113.40
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	1,764.74	98,347.34	40.47	144,652.66
	CITY HALL/GENERAL BLDGS TOTAL	305,100.00	37,698.20	203,344.69	66.65	101,755.31
	TORT LIABILITY TOTAL	54,505.00	.00	54,500.76	99.99	4.24
	IT TOTAL	298,060.00	62,891.74	195,887.50	65.72	102,172.50
	OTHER GENERAL GOVERNMENT TOTA	500,000.00	52.74	49,275.39	9.86	450,724.61

BUDGET REPORT
CALENDAR 5/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,371,818.00	173,614.36	1,443,537.65	60.86	928,280.35
	ROADS, BRIDGES, SIDEWALKS TOTA	492,020.00	440,710.00	492,020.00	100.00	.00
	2007 BOND TOTAL	718,082.00	683,790.62	717,831.25	99.97	250.75
	2012 BOND TOTAL	359,860.00	319,630.00	359,860.00	100.00	.00
	2015 BOND TOTAL	860,063.00	829,781.25	859,812.50	99.97	250.50
	2017A BOND TOTAL	533,632.00	391,515.62	533,331.25	99.94	300.75
	2017 REFINANCING BOND TOTAL	575,575.00	477,537.50	575,325.00	99.96	250.00
	2020 GO BOND TOTAL	641,400.00	567,900.00	641,400.00	100.00	.00
	2021 A GO BOND TOTAL	442,966.00	318,675.00	444,789.72	100.41	1,823.72-
	2021 B GO LOST BOND TOTAL	295,523.00	184,700.00	237,103.33	80.23	58,419.67
	DEBT SERVICE TOTAL	4,919,121.00	4,214,239.99	4,861,473.05	98.83	57,647.95
	FIRE TOTAL	200,000.00	.00	.00	.00	200,000.00
	AMBULANCE TOTAL	300,000.00	.00	274,617.00	91.54	25,383.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,355,000.00	12,110.26	2,647,960.17	112.44	292,960.17-
	STREET LIGHTING TOTAL	750,000.00	7,342.50	56,250.00	7.50	693,750.00
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	7,850,000.00	167,501.82	686,256.23	8.74	7,163,743.77
	PARKS TOTAL	1,900,000.00	16,116.51	613,738.51	32.30	1,286,261.49
	NORTH COMPLEX TOTAL	400,000.00	48,234.28	713,182.52	178.30	313,182.52-
	GCC-GRIMES COMM COMPLEX TOTAL	388,400.00	.00	135,201.11	34.81	253,198.89
	GRIMESPLEX TOTAL	.00	12,171.27	12,171.27	.00	12,171.27-
	WATER TOTAL	3,785,000.00	446,740.76	4,254,461.34	112.40	469,461.34-
	SEWER/SEWAGE DISPOSAL TOTAL	24,525,000.00	227,542.56	3,002,098.57	12.24	21,522,901.43
	STORM WATER TOTAL	475,300.00	.00	916,213.87	192.77	440,913.87-
	CAPITAL PROJECTS TOTAL	43,003,700.00	937,759.96	13,312,150.59	30.96	29,691,549.41
	WATER TOTAL	4,517,853.00	1,591,934.80	3,642,232.83	80.62	875,620.17
	SEWER/SEWAGE DISPOSAL TOTAL	2,031,964.00	386,203.52	1,607,565.87	79.11	424,398.13
	LANDFILL/GARBAGE TOTAL	725,500.00	26,113.02	611,180.35	84.24	114,319.65
	STORM WATER TOTAL	650,360.00	35,301.23	330,067.16	50.75	320,292.84
	ENTERPRISE FUNDS TOTAL	7,925,677.00	2,039,552.57	6,191,046.21	78.11	1,734,630.79
	TRANSFERS IN/OUT TOTAL	8,106,651.00	.00	7,751,001.00	95.61	355,650.00
	TRANSFER OUT TOTAL	8,106,651.00	.00	7,751,001.00	95.61	355,650.00
	TOTAL EXPENSES	81,627,719.00	9,392,798.69	45,507,355.72	55.75	36,120,363.28

REVENUE REPORT

CALENDAR 5/2022, FISCAL 11/2022

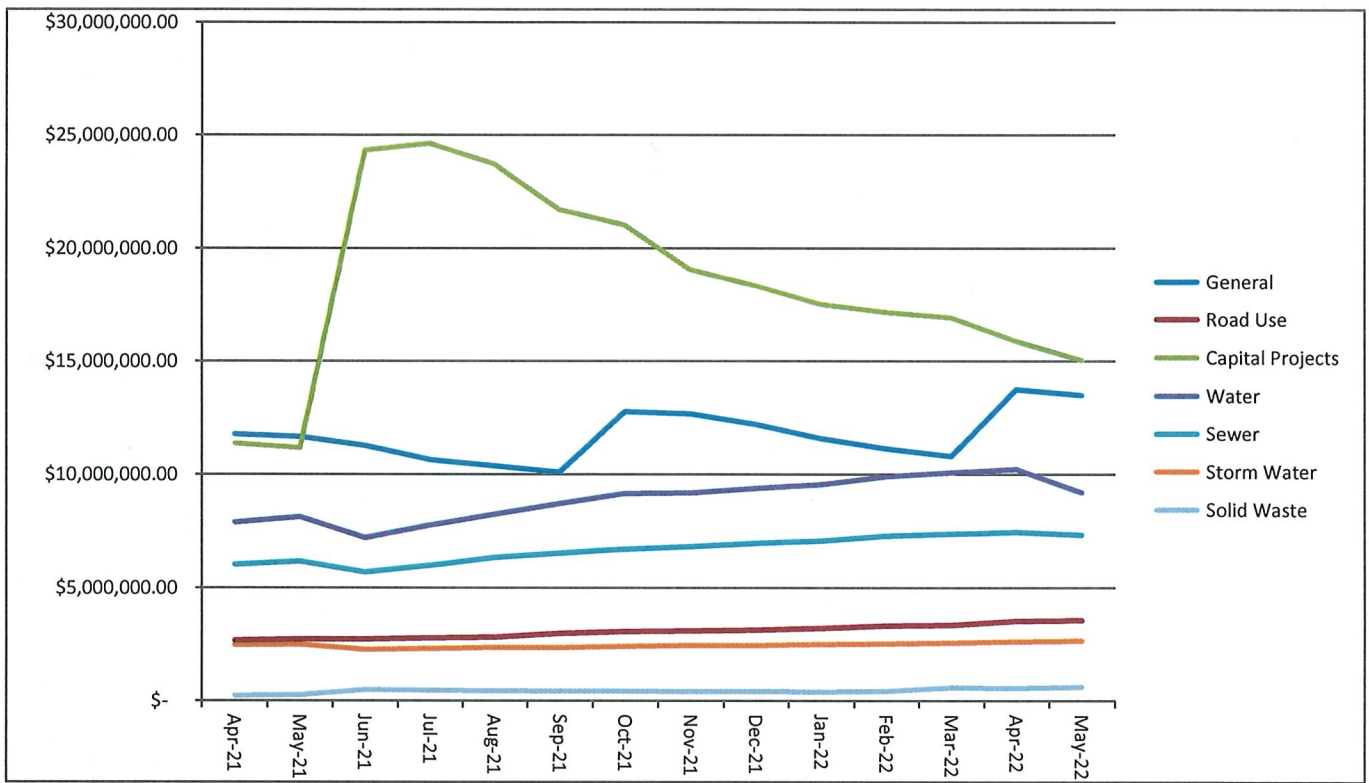
PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,631,547.00	401,090.25	11,311,360.04	97.25	320,186.96
	LIBRARY FUND TOTAL	632,873.00	7,566.26	647,750.55	102.35	14,877.55-
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	.00	.00	22,000.00
	ROAD USE TAX TOTAL	1,334,660.00	88,434.45	1,759,166.65	131.81	424,506.65-
	EMPLOYEE BENEFITS TOTAL	2,057,690.00	38,149.94	2,051,767.70	99.71	5,922.30
	LOCAL OPTION SALES TAX TOTAL	1,400,000.00	236,376.16	3,055,169.85	218.23	1,655,169.85-
	TAX INCREMENT FINANCING TOTAL	5,244,874.00	151,479.76	5,169,460.78	98.56	75,413.22
	HOTEL/MOTEL/ECON DEV TOTAL	66,000.00	14,873.38	71,050.50	107.65	5,050.50-
	ECO DEVELOPMENT REVOLVING TOTA	12,835.00	1,069.70	11,766.74	91.68	1,068.26
	RESTRICTED GIFTS TOTAL	4,000.00	104.68	10,632.34	265.81	6,632.34-
	DEBT SERVICE TOTAL	5,111,325.00	73,431.62	5,107,305.32	99.92	4,019.68
	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-New Jordan Well 2019 TOTAL	.00	.00	7,123.00	.00	7,123.00-
	CP-Water Tower 2019 TOTAL	.00	.00	141,308.43	.00	141,308.43-
	CP-Water Plant Exp 2019 TOTAL	2,900,000.00	.00	2,520,597.57	86.92	379,402.43
	WRA SANI SEWER PHASE 1 TOTAL	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
	HWY44 & COUNTY LN RD 2020 TOTA	.00	.00	2,622.55	.00	2,622.55-
	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

REVENUE REPORT
CALENDAR 5/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SPLASH PAD TOTAL	1,150,000.00	.00	200,000.00	17.39	950,000.00
	GRIMES LIBRARY BLDG FUND TOTA	7,075,000.00	.00	225.00	.00	7,074,775.00
	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	.00	356,768.84	.00	356,768.84-
	WW PLANT MBDR RETROFIT TOTAL	.00	.00	250,000.00	.00	250,000.00-
	WALLACE FARM TOTAL	.00	69,750.00	69,750.00	.00	69,750.00-
	WATER TOTAL	4,993,533.00	347,932.88	5,341,913.63	106.98	348,380.63-
	WATER DEPOSITS TOTAL	54,000.00	7,827.60	62,418.28	115.59	8,418.28-
	WATER SINKING TOTAL	1,779,353.00	.00	1,779,353.00	100.00	.00
	SEWER TOTAL	3,579,408.00	247,941.44	3,238,211.64	90.47	341,196.36
	SEWER SINKING TOTAL	375,000.00	.00	375,000.00	100.00	.00
	LANDFILL/GARBAGE TOTAL	778,500.00	66,546.48	742,571.71	95.38	35,928.29
	STORM WATER TOTAL	719,850.00	64,598.26	703,868.82	97.78	15,981.18
	GRIMESPLEX TOTAL	349,900.00	.00	.00	.00	349,900.00
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		77,672,348.00	1,817,172.86	45,487,162.94	58.56	32,185,185.06
		=====	=====	=====	=====	=====



Amazon Charges	<u>Amount</u>	<u>Description</u>
Public Works	\$29.98	Leaf blower carburetor
IT Dept/HR	\$230.79	Network accessories
	\$66.00	Dell charger and cable
Water/Sewer		
Admin	\$72.71	Display case/appreciation donation
Library	\$324.08	Materials
	\$339.92	Office Supplies
	\$651.61	Programming Supplies
Parks & Rec	\$36.73	Audio cords/Banquet Hall
Dev. Services	\$139.34	Office supplies
	\$1,891.16	

Bankers Trust Credit Cards		
City of Grimes		
	\$12.61	Office Supplies
	\$1,800.00	360 Evaluations
	\$18.00	International Trans Fee
	\$30.74	Campaign Monitor
	\$0.31	International Trans Fee
	\$26.00	Cognito-Team HTTPWW.COGN SC
	\$15.89	Adobe Acrobat STD- Tammy Johnson
	\$21.19	Adobe Creative Sign
	\$953.75	Woodke Training/Hotel/Meals
	\$2,878.49	
Parks & Rec		
	\$441.00	Palms Theatres - Summer Adventures
	\$520.00	I Cubs - Summer Adventures
	\$503.44	Skateland - Summer Adventures
	\$30.00	Software/Event & Program Scheduling
	\$472.00	Cascade Falls & Prairie - Summer Advent
	\$1,966.44	
Development Serv		
	\$280.00	Training Meeting Food
	\$280.00	
Administrator		
	\$6.00	Anderson/Conference Parking
	\$30.68	Anderson/ Lunch Meeting
	\$1,538.57	Anderson ICMA Conference/Flight
	\$7.38	DNR Certified Letter
	\$1,582.63	
Library		
	\$144.74	SRP Program Supplies
	\$246.75	Pet Supplies
	\$110.50	Vet
	\$501.99	
Total	\$7,209.55	

CITY OF GRIMES CLAIMS 6 28 2022

CHARLES GABUS FORD	GAS CAP FOR A384	2.34
D&K PRODUCTS	FERTILIZER	6,522.75
3M COMPANY	SIGN SUPPLIES	402
A KINGS THRONE LLC	PORTABLE TOILET SERVICE	2,502.45
AMERICAN PUBLIC WORKS ASSOC	2022 APWA HENSLEY CONFERENCE	829
JOHNSON CONTROLS SECURITY	CH SECURITY 7/1/22-9/30/22	250.01
BAKER & TAYLOR	MATERIALS - LIBRARY	932.35
BANKERS TRUST COMPANY	SUPPLIES/PARK PROGRAMS/CONF	7,209.55
BARCO PRODUCTS	DUGOUT TRASH CANS	3,869.32
BLACK HILLS ENERGY	GAS	50.66
WALMART	EMPLOYEE SUPPLIES	445.57
BOMGAARS	SAFETY/PW SUPPLIES	619.58
CITY OF URBANDALE	WRA CONTRACT 1 MS4	50
CITY OF JOHNSTON	AMBULANCE BILLING REIMBURSEMENT	40,419.87
CIVIL DESIGN ADVANTAGE	GRIMES PLEX	28,720.53
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CORE & MAIN	TRUCK TOOLS	945
CROWN TROPHY	PLAQUE FOR HOPE DEVELOPMENT	9.95
DALLAS COUNTY ROAD DEPT.	ROAD GRADING/28E AGREEMENT	5,000.00
DES MOINES STEEL FENCE	GOVERNOR'S DAYS - TEMP FENCE	2,875.00
CLYCE SCOTT	CELL PHONE REIMBURSEMENT	150
EMERGENCY APPARATUS MAINT	ANNUAL PUMP TESTING/SERVICE	1,356.96
FAREWAY STORES, INC.	WATER	5.96
KERR KARALEE	CELL PHONE REIMBURSEMENT	150
HUTCHINS FIONNUALA	CELL PHONE REIMBURSEMENT	150
GRIMES CHAMBER & ECONOMIC	APRIL/MAY/JUNE ALLOCATION/EXPENSES	63,016.07
HY-VEE	RECEPTION/DONATION	360
COENEN HEATH	SAFETY/CELL PHONE REIMBURSEMENT	731.15
WILLIAMS ROCHELLE	CELL PHONE REIMBURSEMENT	150
RELIANT FIRE APPARATUS	HOOD LATCH/COOLANT LEAK	2,205.98
IOWA DIVISION LABOR SERV	ELEVATOR PERMIT FOR GCC	165
IOWA DEPT OF REVENUE	STATE TAX	16,265.00
IOWA ONE CALL	LOCATES	1,018.10
IOWA PRISON INDUSTRIES	SIGN SUPPLIES	459.4
IPERS	IPERS- REGULAR	62,869.10
IOWA SIGNAL INC	SIGN BRACKETS	644
THAYER JEREMY	CELL PHONE REIMBURSEMENT	150
HEID CHERYL	CELL PHONE REIMBURSEMENT	150
KANEALY KENT	CELL PHONE REIMBURSEMENT	150
TENNAL KENTON	BASKETBALL CAMP	930
KLINE ELECTRIC INC	ELTRIC SVC SOUTH SPRTS COMPLEX	74,330.70
WOODKE MARCIA	GFOA CONF MILEAGE/MEALS/CELL REIMB	1,518.67
LIBERTY READY MIX	CONCRETE	1,890.00
LOGAN CONTRACTORS SUPPLY	EQUIP RENTAL	310.06
LOGOED APPAREL & PROMOTIO	SUMMER ADVENTURE SHIRTS/EMP SUPPLIES	1,483.88
MACKIE JEFF	CELL PHONE REIMBURSEMENT	150
KURTZ MAHLON	CELL PHONE REIMBURSEMENT	150
MAIL SERVICES	MONTHLY STATEMENT	4,017.64
MEDIACOM	INTERNET	454.14
METRO WASTE AUTHORITY	MONTHLY CURB IT	35,652.58
PRICE MATT	CELL PHONE REIMBURSEMENT	150
MACQUEEN EQUIPMENT	SWEEPER- REPAIR AND PARTS	6,025.34
MIDAMERICAN ENERGY	TEMP ELECTRIC SERVER RELOCATE/POWER	71,177.01
MTI DISTRIBUTING INC.	MOWER PARTS	21.5
O'HALLORAN INTERNATIONAL	GEOTAB SOFTWARE/PW	879.9
OFFICE DEPOT CITY HALL	OFFICE SUPPLIES/INK/BINDERS	4,198.36
OVERDRIVE, INC	MTRLS/DIGITAL MTRLS - LIBRARY	4,895.78
TRUE VALUE	TENNIS COURT SCREEN	8.98
PC PRINT CENTER	PROGRAMMING SUPPLIES - LIBRARY	8.1
JOHNSON CONTROLS FIRE PRO	ASR WELL-FIRE ALARM SYSTEM	400
POLK COUNTY CONSERVATION	SUMMER ADVENTURES-JESTER PARK	50
POLK CO RECORDER	AGREEMENT MISCELLANEOUS	138
SCHIPPER RONALD L.	CELL PHONE REIMBURSEMENT	150
SCHUMACHER ELEVATOR CO	ELAVATOR SAFETY TEST	499
ECHE RORY	CELL PHONE REIMBURSEMENT	150
SHERWIN-WILLIAMS	LINE SPRARYER PAINTS	55.5
SMITH'S SEWER SERVICE	TREE ROOT REMOVAL/SERVICE LINES	900
OLGUIN SAUL	CELL PHONE REIMBURSEMENT	150
SPRAYER SPECIALTIES	SPRAYER FOR WEED CONTROL	2,034.06
SYNCB/AMAZON	MATERIALS/SUPPLIES - LIBRARY/CITY	1,891.16
TOMPKINS INDUSTRIES INC.	PAINT TRUCK PARTS	187.45

TRIPLETT OFFICE ESSENTIAL	DESK CHAIR - PW	599
UNPLUGGED WIRELESS	DURANGO LIGHTS - TONY & DOUG	698
CINTAS FIRST AID & SAFETY	FIRST AID KIT MAINTENANCE PW	356.42
USA BLUE BOOK	TRUCK TOOLS	933.02
VERIZON WIRELESS, BELLEVU	CELL PHONES & HOT SPOTS	325.09
VAN WALL EQUIPMENT	VARIOUS PARTS	970.1
GUTHRIE DAVE	CELL PHONE/TEST REIMBURSEMENT	182.29
WEST SIDE MECHANICS	TRNSMSSN REPAIR 2016 PIERCE EG	408.97
WEBSPEC DESIGN	WEBSITE EDITS - LIBRARY	65
WHITFIELD & EDDY	LEGAL	45,317.86
MOODY'S INVESTOR SERVICE,	2022 GO BOND COSTS	19,000.00
CLIVE PUBLIC LIBRARY	MATERIALS - LIBRARY	8.79
JOHNSON TAMMY	CELL PHONE REIMBURSEMENT	150
CENTURY LINK	PHONE	2,171.74
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	1,491.16
HYDRO KLEAN	ANNUAL TELEVISED SEWER MAINT/CLEAN	73,787.43
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT - LIBRARY	182.41
EFTPS	FED/FICA TAX	51,964.56
FISK ERIK	IOWA STATE BAR DUES/CELL REIMB	410
PFM FINANCIAL ADVISORS LC	2022 GO BOND FEES	16,000.00
LYLE SUMEK ASSOCIATES	FY22 STRATEGIC PLAN EXPENSE	1,206.59
GREIMAN JAMES	CELL PHONE REIMBURSEMENT	150
DES MOINES ASPHALT & PAVE	POTHOLE SUPPLIES	159.12
UMB BANK, N.A.	BOND FEES	1,100.00
MENARDS GRIMES	VARIOUS PARTS/SUPPLIES	500.01
POMP'S TIRE SERVICE, IND	TIRE REPAIR -2021 GRIMES ABMLC	457.05
MCCLURE ENGINEERING	RO WATER TREATMENT PLANT	6,770.00
GOODVIN, ALEX	CELL PHONE REIMBURSEMENT	150
GETTYS NATHAN	CELL PHONE REIMBURSEMENT	150
COVER CHAD	CELL PHONE REIMBURSEMENT	150
TEIG AUSTIN	CELL PHONE REIMBURSEMENT	150
DUCKETT, NICHOLAS	CELL PHONE REIMBURSEMENT	150
KAMM, DOUG	CELL PHONE REIMBURSEMENT	150
VOYA	DEFER COMP EMP	3,613.46
TENNAL, MIKLANNET	VOLLEYBALL CAMP	517.5
PROHASKA, JOSH	CELL PHONE/TESTING REIMBURSEMENT	213.04
AIG	DEFER COMP EMP	382.5
HORACE MANN	DEFER COMP ROTH	275
MASSMUTUAL	DEFER COMP ROTH	955
TIBBLES, STEVE	REIMBURSE STORAGE TOTE FOR TOOLS	159.9
LUMEN CENTURY LINK	PHONE	717.86
MITEL	PHONES	1,953.74
LIFETIME ATHLETIC	TENNIS CAMP	1,822.50
REDBUD LLC	LANDSCAPING SERVICES	2,380.00
GENERAL TRAFFIC CONTROLS	TRAFFIC SIGNAL EQUIPMENT	9,606.00
RELIABLE MAINTENANCE CO	MAY CLEANING GCC	3,825.00
WAUKEE POWER EQUIPMENT	PARKS - MOWER PARTS	305.48
SCHULZ MARK	CELL PHONE REIMBURSEMENT	150
FLETCHER, CAIL	CELL PHONE REIMBURSEMENT	150
SCENTAIR TECHNOLOGIES	SCENTAIR - GCC	612.9
RENEWABLE ENERGY GROUP	FUEL	9,584.93
I&S GROUP, INC	WATER WORKS SPLASH PAD	2,800.00
EBS	EMPLOYEE INSURANCE	64,248.34
BAKER GROUP	1120 NE STATION CROSSING	1,267.91
SYNERGY CONTRACTING LLC	SE JACOB STREET WATER MAIN	13,146.85
BRINE MASTERS, LLC	MOTOR FOR AERATOR	944.81
REINTS MATTHEW	CELL PHONE REIMBURSEMENT	150
THE WEITZ COMPANY	GRIMES PUBLIC LIBRARY	6,755.63
DANIELS KENDRA E	CELL PHONE REIMBURSEMENT	150
FEICK BRADLEY	CELL PHONE/CERT REIMBURSEMENT	211.5
FOX ROBERT	CELL PHONE REIMBURSEMENT	150
CITY OF GRIMES FLEX	EMPLOYEE FLEX	3,323.98
CONFLUENCE	WALLACE PARK MASTER PLANNING	1,479.95
SJ LOUIS CONSTRUCTION	WRA CONNECTOR-CONTRACT 1	319,396.14
IDEAL FLOORS, INC.	GRIMES PUBLIC LIBRARY	36,352.35
URBAN FLOORING & DESIGN	FLOORING & ADHESIVE/CITY HALL	4,957.91
TUCKER WHITNEY	CELL PHONE REIMBURSEMENT	150
CHAS W GOERING PLUMBING	GOVERNORS DAYS - WATER SUPPLY	5,861.57
EZ LINER	BEAD HOSE	104.59
RISIUS, SUE AND RICHARD	PERMANENT EASEMENT	246.79
MANSHEIM, PATRICK TEMP	TEMPORARY EASEMENT	437.52
MANSHEIM, PATRICK MISC	LANDSCAPING	500

COMMONWEALTH ELECTRIC	IT WALL CABINET/STRUCTURAL CABLE	5,612.00
MASTER BUILDERS OF IOWA	REGISTRATION ANDERSON/PFALTZ/BECKER	105
VAN METER, NICHOLAS	PEDDLER PERMIT BOND REFUND	200
IOWA POND GUY LLC	FOUNTAIN INSTALLATION/CHECK UP	400
JAROSH AARON	CELL PHONE REIMBURSEMENT	150
LEO ANTHONY	CELL PHONE REIMBURSEMENT/PARTIAL	50
AGENA ASTRO PRODUCTS	MATERIALS-YOUTH - LIBRARY	138
WORKSPACE	BREAKROOM FURNITURE	3,529.55
GFOA	ANDERSON MEMBERSHIP DUES	160
AIRCON ELETRIC LLC	REFUND PERMITS	353.44
TRICITY ELECTRIC	REFUND PERMITS	312.34
PREMIER ELECTRIC OF IOWA	REFUND PERMITS	415.09
WHITE, ROBERT PERM	PERMANENT EASEMENT	1,609.85
KNORR, MICHAEL J PERM	PERMANENT EASEMENT	3,967.23
KNORR, MICHAEL J TEMP	TEMPORARY EASEMENT	896.75
KNORR, MICHAEL J MISC	LANDSCAPING	6,000.00
UBBEN, GIDEON OR APRIL	PERMANENT EASEMENT	367.31
KLUSS, DONNA	PERMANENT EASEMENT	116.22
JAMESON, GREG	ITAG CONFERENCE/AIRFARE	1,298.96
BIG LEAGUE LAWNS	STRIPING ROLLERS FOR MOWERS	935.6
WHITFIELD & EDDY TRUST	CORN PATCH LOT PURCHASE	375,112.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	148,170.18
	CLAIMS TOTAL	1,744,063.66
	GENERAL FUND	906,083.18
	LIBRARY FUND FUND	28,947.74
	ROAD USE TAX FUND	25,913.37
	EMPLOYEE BENEFITS FUND	52,938.79
	HOTEL/MOTEL/ECON DEV FUND	30,000.00
	RESTRICTED GIFTS FUND	4,000.00
	DEBT SERVICE FUND	1,100.00
	CP-Water Plant Exp 2019 FUND	6,770.00
	WRA SANI SEWER PHASE 1 FUND	324,675.81
	HWY44 & COUNTY LN RD 2020 FUND	9,606.00
	SPLASH PAD FUND	2,800.00
	GRIMES LIBRARY BLDG FUND FUND	43,107.98
	TRL RDG/BEAV/JACOB WTR MN FUND	13,146.85
	EMERGENCY WATER MAIN FUND	-2,445.00
	WRA SANI SWR PHS 4 FUND	54,424.80
	WALLACE FARM FUND	35,000.00
	JACOB ST OVERLAY PROJ FUND	12,957.36
	GRIMESPLEX FUND	26,623.03
	WATER FUND	26,024.57
	SEWER FUND	94,812.84
	LANDFILL/GARBAGE FUND	35,652.58
	STORM WATER FUND	11,923.76
		1,744,063.66
MAY MONTHLY REVENUE	GENERAL FUND	401,090.25
	LIBRARY FUND	7,566.26
	ROAD USE TAX FUND	88434.45
	EMPLOYEE BENEFITS FUND	38149.94
	LOCAL OPTION SALES TAX FUND	236376.16
	TAX INCREMENT FINANCE FUND	151479.76
	HOTEL/MOTEL/ECON DEV FUND	14873.38
	ECONOMIC DEVELOPMENT REV LOAN FUND	1069.7
	RESTRICTED GIFTS FUND	104.68
	DEBT SERVICE FUND	73431.62
	CAPITAL PROJECTS FUND	69750
	WATER FUND	355760.48
	SEWER FUND	247941.44
	LANDFILL/GARBAGE FUND	66546.48
	STORM WATER FUND	64598.26
		1,817,172.86

MINUTES PROVIDING FOR FIRST
CONSIDERATION OF AN ORDINANCE
DELETING PROPERTY FROM A TAX
INCREMENT FINANCING DISTRICT
FOR THE GRIMES URBAN RENEWAL
AREA

419952-86

Grimes, Iowa

May 24, 2022

The City Council of the City of Grimes, Iowa, met on May 24, 2022 at 5:30 o'clock p.m., at the Grimes Community Center, 410 SE Main Street, in the City.

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

Present: Eric Johansen, David Gisch, Andrew Borcharding, Ryan Burger, Laurie DePhillips

Absent: None

Council Member Johansen introduced an ordinance entitled "Ordinance No.766. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member Johansen and seconded by Council Member Borcharding that the ordinance be given its first consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: All

Nays: None

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

MINUTES PROVIDING FOR THE
SECOND CONSIDERATION OF AN
ORDINANCE DELETING PROPERTY
FROM A TAX INCREMENT FINANCING
DISTRICT FOR THE GRIMES URBAN
RENEWAL AREA

(Second Consideration)

419952-86

Grimes, Iowa

June 14, 2022

The City Council of the City of Grimes, Iowa, met on June 14, 2022, at 5:30 o'clock p.m., at the Grimes Community Center, 410 SE Main Street, in the City.

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

Present: Eric Johansen, David Gisch, Andrew Borcharding, Ryan Burger

Absent: Laurie DePhillips.

The Mayor announced that, on May 24, 2022, the City Council had given its initial consideration to an ordinance entitled "Ordinance No.766. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member Johansen and seconded by Council Borcharding that the aforementioned ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: All

Nays: None

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

MINUTES PROVIDING FOR FINAL
CONSIDERATION AND ADOPTION OF
AN ORDINANCE DELETING
PROPERTY FROM A TAX INCREMENT
FINANCING DISTRICT FOR THE
GRIMES URBAN RENEWAL AREA

(Final Consideration and Adoption)

419952-86

Grimes, Iowa

June 28, 2022

The City Council of the City of Grimes, Iowa, met on June 28, 2022 at 5:30 o'clock p.m. at the Grimes Community Center, 410 SE Main Street in the City.

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

Present: _____

Absent: _____.

The City Clerk announced that, on May 24, 2022, and on June 14, 2022, the City Council had given its initial and second consideration and had adopted an ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted as follows:

ORDINANCE NO.766

An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Grimes, Iowa (the "City") previously enacted a certain ordinance providing for the division of taxes levied on taxable property in the Grimes Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinance, a portion of the Grimes Urban Renewal Area in the City was designated a "tax increment district"; and

WHEREAS, the City Council now desires to decrease the size of the "tax increment district" by deleting certain property;

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Grimes Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

"Deleted Property" shall mean the real property legally described as follows:

POLK COUNTY PARCEL NUMBER 311/00305-435-106
WARRANTY DEED RECORDED IN BOOK 18853, PAGE 390

OUTLOT "A" EXCEPT THAT PART DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "A";
THENCE NORTH 89°31'52" WEST ALONG THE SOUTH LINE OF SAID
OUTLOT "A", 59.82 FEET; THENCE NORTH 58°29'11" EAST, 70.42 FEET
TO THE EAST LINE OF SAID OUTLOT "A"; THENCE SOUTH 00°19'39"
WEST ALONG SAID EAST LINE, 37.30 FEET TO THE POINT OF
BEGINNING AND CONTAINING 0.03 ACRES (1,116 S.F.) ALL IN
GLENSTONE TRAIL PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN
AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY,
IOWA.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Grimes Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Grimes, Iowa, on June 28, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

First reading: May 24, 2022
Second reading: June 14, 2022

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

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

I, the undersigned, City Clerk of the City of Grimes, Iowa do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk Rochelle Williams

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, Iowa in the State of Iowa, do hereby certify that on the ____ day of _____, 2022, the City Clerk of the City of Grimes, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on June 28, 2022, entitled: "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2022.

County Auditor

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that I caused to be published "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk Rochelle Williams

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published ordinance and have verified that it was published on the date indicated in the publisher's affidavit.)

ADDITION TO THE URBAN RENEWAL
AREA DESIGNATION AND PLAN
HEARING

419952-86

Grimes, Iowa

June 28, 2022

The City Council of the City of Grimes, Iowa, met on June 28, 2022, at 5:30 p.m., at the Grimes Community Center, 410 SE Main Street in the City for the purpose of conducting a public hearing on the designation of the expanded Grimes Urban Renewal Area and on an urban renewal plan amendment.

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

Present: _____

Absent: _____.

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

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

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

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

Council Member _____ moved the adoption of a resolution entitled “Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO.06-3722

Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

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

WHEREAS, the City Council of the City of Grimes, Iowa (the “City”) has previously created the Grimes Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) facilitates the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Rock Creek Investments, LLC in connection with the construction of a new multi-building medical campus on the Property and the corresponding installation of public infrastructure improvements; (b) using tax increment financing to pay the costs of constructing street improvements; and (c) using tax increment financing to pay the costs of burying above-ground electrical lines; and

WHEREAS, notice of a public hearing by the City Council on the question of establishing the Property as an urban renewal area and on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on June 28, 2022; and

WHEREAS, the Property meets the definition of “agricultural land” under Section 403.17 of the Code of Iowa and pursuant to said law, a certain consent agreement (the “Ag Land Consent”) has been executed by the owner (the “Ag Land Owner”) of such Property; and

WHEREAS, the Planning and Zoning Commission of the City has reviewed and commented on the proposed Amendment; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County, the Dallas Center-Grimes Community School District, and the Johnston Community School District; the consultation meeting was held on the 9th day of June, 2022; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the June, 2022 Addition to the Grimes Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved June 28, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

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

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

June, 2022

The Urban Renewal Plan (the “Plan”) for the Grimes Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of adding new property to the Urban Renewal Area and identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the June, 2022 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

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

A.

Name of Project: Medical Campus Development Project

Date of Council Approval of Project: June 28, 2022

Description of Project and Project Site: Rock Creek Investments, LLC (the “Company”) has proposed to undertake the construction of a new multi-building medical campus (the “Medical Campus Project”), including the corresponding installation of public infrastructure, situated on the Property (as defined in Section 1 above).

The Company also intends to dedicate real property (the “Parkland”) to the City for use as municipal parkland.

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

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$20,000.

Description of Use of TIF: The City intends to enter into a development agreement with the Company with respect to the construction and use of the completed Medical Campus Project and to provide semi-annual economic development payments (the “Medical Campus Payments”) thereunder. The Medical Campus Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Medical Campus Project will not exceed \$22,500,000, plus the Admin Fees.

The City also intends to provide semi-annual economic development payments (the “Supplemental Payments”) to the Company with respect to the dedication of the Parkland. The Supplemental Payments will be funded with incremental property tax revenues to be derived from the Property and the entirety of the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Supplemental Payments will not exceed \$140,000.

B.

Name of Project: 37th Street Widening Improvement Project (the “37th Street Project”)

Date of Council Approval of Project: June 28, 2022

Description of Project and Project Site: The 37th Street Project will consist of street widening; construction of curb and gutter improvements; construction of sanitary sewer, waterworks, and storm water system improvements; construction of curb and gutter improvements; construction of sidewalk improvements; the installation of street lighting and signage; and the incidental utility, landscaping, site clearance and cleanup work related thereto on and along 37th Street beginning at its intersection with SE Destination Drive on the west and continuing east to a point approximately 700 feet west of its intersection with 100th Street.

It is expected that the completed 37th Street Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the promotion of economic development in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and right-of-way as are necessary to successfully undertake the 37th Street Project.

Description of Use of TIF: It is anticipated that the City will pay for the 37th Street Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the 37th Street Project will not exceed \$7,000,000, plus any interest expense incurred on the Obligations.

C.

Name of Project: 100th Street Widening Improvement Project (the “100th Street Project”)

Date of Council Approval of Project: June 28, 2022

Description of Project and Project Site: The 100th Street Project will consist of street widening; construction of curb and gutter improvements; construction of sanitary sewer, waterworks, and storm water system improvements; construction of curb and gutter improvements; construction of sidewalk improvements; the installation of street lighting and signage; and the incidental utility, landscaping, site clearance and cleanup work related thereto on and along 37th Street beginning at its intersection the northeastern corporate limits of the City on the north and continuing south to a point approximately 700 feet north of its intersection with 100th Street.

It is expected that the completed 100th Street Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the promotion of economic development in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and right-of-way as are necessary to successfully undertake the 100th Street Project.

Description of Use of TIF: It is anticipated that the City will pay for the 100th Street Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the 100th Street Project will not exceed \$3,000,000, plus any interest expense incurred on the Obligations.

D.

Name of Project: MidAmerican Energy Electrical Improvements (the “Electric Project”)

Date of Council Approval of Project: June 28, 2022

Description of Project and Project Site: MidAmerican Energy will undertake the burying of the electrical lines along 37th Street. The Electric Project will have a direct, positive impact on increased and improved economic development in the Urban Renewal Area through the provision of enhanced electrical infrastructure.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Electric Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is

anticipated that the City's use of incremental property tax revenues for the Electric Project will not exceed \$1,000,000, plus any interest expense incurred on the Obligations.

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

Constitutional debt limit of the City:	<u>\$87,826,878</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this June, 2022 Amendment:*	<u>\$33,640,000</u>

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

EXHIBIT A

Legal Description

POLK COUNTY PARCEL NUMBER 311/00305-435-106
WARRANTY DEED RECORDED IN BOOK 18853, PAGE 390

OUTLOT "A" EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "A"; THENCE NORTH 89°31'52" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "A", 59.82 FEET; THENCE NORTH 58°29'11" EAST, 70.42 FEET TO THE EAST LINE OF SAID OUTLOT "A"; THENCE SOUTH 00°19'39" WEST ALONG SAID EAST LINE, 37.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,116 S.F.) ALL IN GLENSTONE TRAIL PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

EXHIBIT A
Legal Description
Expanded Grimes Urban Renewal Area
(June, 2022 Addition)

POLK COUNTY PARCEL NUMBER 311/00305-435-106
WARRANTY DEED RECORDED IN BOOK 18853, PAGE 390

OUTLOT "A" EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "A"; THENCE NORTH 89°31'52" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "A", 59.82 FEET; THENCE NORTH 58°29'11" EAST, 70.42 FEET TO THE EAST LINE OF SAID OUTLOT "A"; THENCE SOUTH 00°19'39" WEST ALONG SAID EAST LINE, 37.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,116 S.F.) ALL IN GLENSTONE TRAIL PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

• • • •

Upon motion and vote, the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

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

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

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk Rochelle Williams

(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan amendment.)

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

June 7, 2022

Grimes Urban Renewal Area/Urban Renewal Plan Amendment

The Grimes Planning and Zoning Commission met on June 7, 2022. The Commission has reviewed the plan amendment and state that the plan amendment conforms to, or is consistent with the City's Comprehensive Plan.


Scott Almeida
Planning and Zoning Commission Chairman


Rachel Greving
Planning and Zoning Commission Clerk

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE ESTABLISHING A
TAX INCREMENT FINANCING
DISTRICT FOR THE JUNE, 2022
ADDITION TO THE GRIMES URBAN
RENEWAL AREA

419952-86

Grimes, Iowa

June 28, 2022

The City Council of the City of Grimes, Iowa, met on June 28, 2022, at 5:30 p.m., at the Grimes Community Center, 410 SE Main Street, in the City.

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

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled "Ordinance No. 767. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the June, 2022 Addition to the Grimes Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No.767. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the June, 2022 Addition to the Grimes Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. 767

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the June, 2022 Addition to the Grimes Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Grimes, Iowa (the “City”) previously enacted an ordinance entitled “An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Grimes Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa”; and

WHEREAS, pursuant to that ordinance, certain taxable property within the Grimes Urban Renewal Area in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to increase the size of the “tax increment district” by adding additional property;

BE IT ENACTED by the Council of the City of Grimes, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the June, 2022 Addition to the Grimes Urban Renewal Area of the City of Grimes, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Grimes to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Grimes, Iowa.

“County” shall mean Polk County, Iowa.

“2022 Urban Renewal Area Addition” shall mean the June, 2022 Addition to the Grimes Urban Renewal Area of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on June 28, 2022:

POLK COUNTY PARCEL NUMBER 311/00305-435-106
WARRANTY DEED RECORDED IN BOOK 18853, PAGE 390

OUTLOT “A” EXCEPT THAT PART DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT “A”;
THENCE NORTH 89°31’52” WEST ALONG THE SOUTH LINE OF SAID
OUTLOT “A”, 59.82 FEET; THENCE NORTH 58°29’11” EAST, 70.42 FEET
TO THE EAST LINE OF SAID OUTLOT “A”; THENCE SOUTH 00°19’39”
WEST ALONG SAID EAST LINE, 37.30 FEET TO THE POINT OF
BEGINNING AND CONTAINING 0.03 ACRES (1,116 S.F.) ALL IN
GLENSTONE TRAIL PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN

AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY,
IOWA.

“Urban Renewal Area” shall mean the entirety of the Grimes Urban Renewal Area as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the 2022 Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the 2022 Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the 2022 Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the 2022 Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the 2022 Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the 2022 Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area , and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the 2022 Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the 2022 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the 2022 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Grimes, Iowa, on June 28, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2022, the City Clerk of the City of Grimes, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on June 28, 2022, entitled: “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the June, 2022 Addition to the Grimes Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa,” and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2022.

County Auditor

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

I, the undersigned, City Clerk of the City of Grimes, State of Iowa, do hereby certify that I caused to be published "Ordinance No.767. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the June, 2022 Addition to the Grimes Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk Rochelle Williams

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

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

I, the undersigned, City Clerk of the City of Grimes, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the June, 2022 Addition to the Grimes Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk Rochelle Williams

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Rock Creek Investments, LLC)

419952-86

Grimes, Iowa

June 28, 2022

A meeting of the City Council of the City of Grimes, Iowa, was held at 5:30 p.m. at the Grimes Community Center, 410 SE Main Street, in the City, on June 28, 2022, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO.06-3622

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Rock Creek Investments, LLC, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City now proposes to enter into a certain development agreement (the “Development Agreement”) with Rock Creek Investments, LLC (the “Company”) in connection with the construction of a new multi-building medical campus and the corresponding installation of public infrastructure improvements; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in connection with the Project in the form of annual appropriation incremental property tax payments in an amount not to exceed \$19,900,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on July 12, 2022 at the Grimes Community Center at 5:30 p.m., at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH ROCK CREEK INVESTMENTS, LLC AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Grimes, Iowa, will meet on July 12, 2022 at the Grimes Community Center, at 5:30 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Rock Creek Investments, LLC (the "Company") in connection with the construction of a new multi-building medical campus and the corresponding installation of public infrastructure improvements in the Grimes Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$19,900,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Grimes Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Grimes, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Rochelle Williams
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 28, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

• • • •

On motion and vote the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

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

I, the undersigned, City Clerk of the City of Grimes, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk Rochelle Williams

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



June 20, 2022

Via Email

Jake Anderson
City Administrator/City Hall
Grimes, IA

Re: Development Agreement (Rock Creek Investments, LLC Project)
Our File No. 419952-86

Dear Jake:

Attached please find proceedings to enable the City Council to act on June 28, 2022 to set July 12, 2022 as the date for a public hearing on the proposed Development Agreement with Rock Creek Investments, LLC, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is July 8, 2022. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice, and please email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the July 12, 2022 meeting the necessary proceedings to approve the Agreement.

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

Please contact John Danos, Erin Regan, Severie Orngard or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Alex Pfaltzgraff
Rochelle Williams
Marcia Woodke



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

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING:

Third and Final Reading of Ordinance 763 – Fagen Property Rezone and Development Agreement

SYNOPSIS:

The applicant is requesting approval of a rezoning from A-1 to R-4 and R-3 Medium for approximately 31.64 acres generally located east of Highway 141 and south of NE Beaverbrooke Boulevard. The R-4 zoning district will allow for commercial and high density residential. The R-3 Medium zoning district will allow for medium density residential along the east side of the property, consistent with the Future Land Use Plan. A Development Agreement will be approved as part of the rezoning to outline the zoning standards and required public improvements for the development.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved First Reading

Approved Second Reading

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval – 05/04/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Fagen Property rezoning subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: May 4, 2022
RE: Fagen Property – Rezoning

GENERAL INFORMATION:

Applicant:

Signature Companies

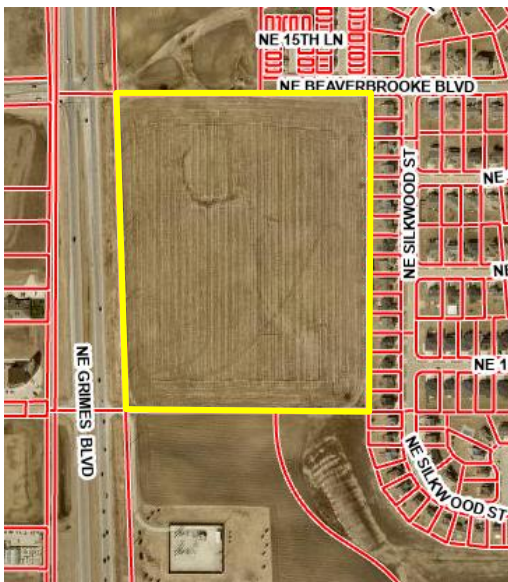
Requested Action

Rezoning

Location

Generally located east of Highway 141 and south of NE Beaverbrook Blvd.

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/Medium Density Residential	A-1
North	Townhomes and Vacant	Mixed-Use 1	C-2
South	Vacant	Mixed-Use 1	A-1 and R-4
East	Single-Family	Low Density Residential	R-1
West	Highway 141/Commercial	Mixed-Use 1	R-4

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to R-4 and R-3 Medium for approximately 31.64 acres generally located east of Highway 141 and south of NE Beaverbrooke Blvd. The R-4 zoning district will allow for commercial and high density residential, while the R-3 Medium zoning district will allow for medium density residential along the east side of the property.

ANALYSIS:*Land Use:*

The applicant desires to rezone the property to R-4 and R-3 Medium to provide commercial lots, and high density and medium density housing. The proposed R-4 and R-3 Medium zoning districts are consistent with the surrounding area and the Mixed-Use 1 and Medium Density Residential land use designations.

Site Layout:

The applicant has provided a conceptual plan for the site showing seven development lots and the extension of two public streets: NE Destination Drive and NE Beaverbrooke Blvd. Six of the development lots are proposed to be for commercial use along Highway 141 and west of NE Destination Drive. One lot to the east of NE Destination Drive is proposed to be for residential use. The concept depicts four apartment buildings and 21 rows of either 5-plex or 6-plex townhomes. Internal streets will run through the site to provide connectivity to all residences. The apartment buildings are proposed to provide 50 covered garages, a small dog park, and club house building. Designated parking spaces for townhome visitors will also be provided on the site.

Two detention ponds are proposed for the residential development. Stormwater basins are anticipated for each individual commercial lot. All buildings are required to meet the Highway 141 Mixed Use Development Corridor District architectural standards.

Landscaping/Streetscape:

A 30-foot landscaped buffering will be placed between the east townhomes and the existing single-family homes along NE Silkwood Street. A streetscape is proposed to be placed along

NE Destination Drive. All lots will be required to meet the Highway 141 Mixed Use Development Corridor District landscaping standards.

Utilities:

Water is existing along NE Beaverbrooke Blvd. New water main will be constructed with the NE Destination Drive street improvements. An existing sanitary stub is available at the northwest corner of the site.

Proposed Development Standards:

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

Medium-Density Residential: Areas designated as Medium-Density Residential are intended for attached or detached dwelling units.

Development Standards:

Setbacks:

Front – 30'

Rear – 20'

Side – 10'

Building Separation – 20'

Maximum Building Height: 35 Feet – 2 Stories

Minimum Dwelling Size: 2-bedroom – 1,078 square feet finished area. 3-bedroom – 1,253 square feet finished area.

Building Materials: Minimum 75% brick/stone/masonry

Open Space: Minimum 20%

Maximum Density: 8 dwelling units per acre

High-Density Residential: Areas designated as High-Density Residential are intended for multi-family dwelling units.

Development Standards:

Setbacks:

Front – 30'

Rear – 20'

Side – 20'

Building Separation – 20'

Maximum Building Height: 3 Stories – 50'

Building Materials: Minimum 75% brick/stone/masonry

Open Space: Minimum 20%

Maximum Density: 21 dwelling units per acre

Commercial: The area designated as Commercial is intended to provide commercial uses. The commercial area will allow uses permitted in the C-2 zoning district.

Development Standards:

Open Space: Minimum 20%

Setbacks:

Front – 20'

Rear – 25'

Side – 0'

Maximum Height – 45'

Maximum Stories – 3

Building Materials: Minimum 75% brick/stone/masonry

ROW Dedication:

Right-of-way dedication for NE Destination Drive and NE Beaverbrooke Boulevard will be required as part of the PUD.

Public Improvements:

The required public improvements for this rezone include NE Destination Drive and NE Beaverbrooke Boulevard. A new water main will be constructed with the NE Destination Drive street improvements. All required public improvements will be outlined in the Development Agreement and reflected on the rezoning concept.

Parkland Dedication:

Approximately 2.82 acres of parkland dedication will be required. A fee in lieu of providing parkland onsite will be an acceptable option for the City of improve parks in the area.

STAFF RECOMMENDATION:

Staff would recommend approval of the Fagen Property rezoning subject to any remaining staff comments.

CITY OF GRIMES

Molly Mannel

Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~April 5, 2022~~

April 19, 2022

Signature Companies

Attn: Brian Atwood

3430 SE Destination Drive, Suite 400

Grimes, IA 50111

RE: Fagen Property

Dear Mr. Atwood:

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

General Comments:

- ~~1. The site is located within the Highway 141 Mixed Use Development Corridor. Please include this within your zoning.~~
- ~~2. Please change the street name from NE Grimes Blvd/HWY 141 to NE Destination Drive on the PUD Exhibit.~~
- ~~3. Please use the previous concept plan that we have been reviewing with your team showing the buffering, detention, development summaries, visitor parking, densities, etc. and add the commercial concept to the plan~~
- ~~4. What is the width of the street that serves the townhomes? Will street parking be allowed? Fire Department is concerned about the street width.~~
- ~~5. Please label sidewalks/trails along public streets on the concept plan.~~

~~Yes, sidewalks will be constructed as each lot develops. Northpointe Townhomes will complete their portion of the sidewalk along Beaverbrooke frontage.~~

~~Please add a sidewalk crossing across Beaverbrooke, near the roundabout, to connect to the north sidewalk.~~

- ~~6. Staff would like to note that the properties along Highway 141 will have a 100' setback requirement. Based on the concept, the setback may be an issue for the commercial properties. If that is a concern for your team, staff would suggest adding the commercial area to the PUD to adjust the setback to better suit the proposed lots and match the commercial development across Highway 141 (which do not have the 100' setback requirement). This would require a revised legal description for the PUD area.~~
- ~~7. Based on the comment above, a revised rezoning map for the PUD would be required to show the 250' buffer around the PUD area.~~
- ~~8. Please provide a map showing the three land use areas: commercial, high density multi-family, medium density townhomes.~~
- ~~9. The consent documents are missing the Exhibit A attachments. Please provide.~~
- ~~10. Provide example elevations for the multi-family and townhomes.~~
- ~~11. Provide remaining consent documents to provide 50.1% consent. Please provide MidAmerican consent documents once received.~~
- ~~12. Please update PUD Exhibit to show the C-2 district within the revised PUD Area.~~
13. Staff will provide a development agreement outlining the development zoning standards and required public improvements.

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:

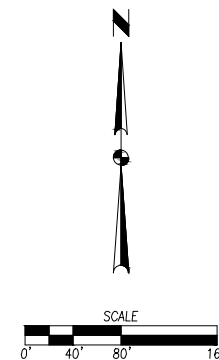
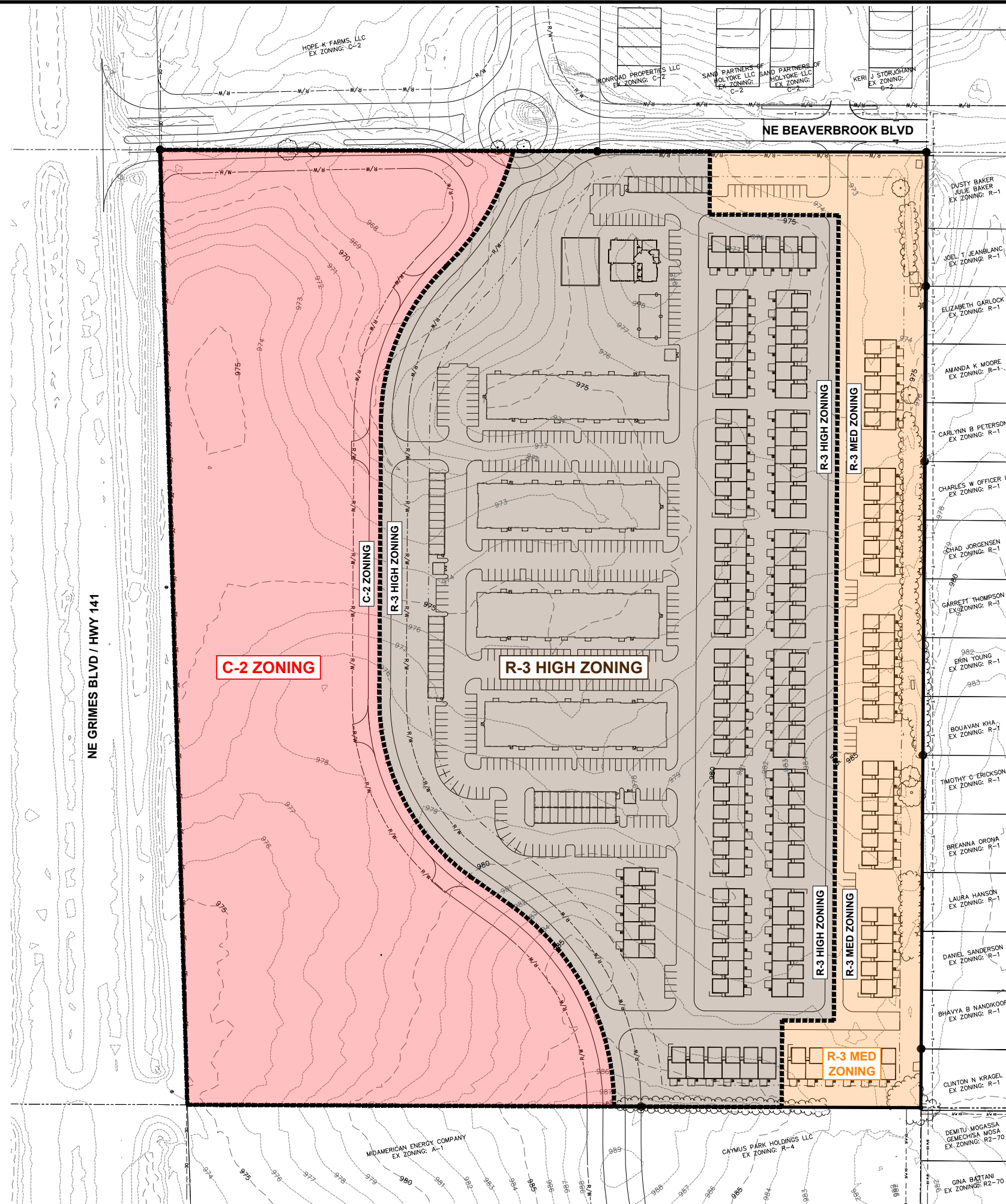
SUBMITTAL DATE:	April 11, 2022 April 25, 2022 (1 PDF of Rezoning Map and Concept Plan)
PLANNING & ZONING:	May 4th at 5:30 at the Grimes City Hall
COUNCIL MEETING:	May 18th at 5:30 at the Grimes City Hall

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Molly Mannel
Assistant Planner

CIVIL DESIGN ADVANTAGE
CONTACT: JARED MURRAY
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL. JAREDM@CDA-ENG.COM





ORDINANCE #763

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR FAGEN PROPERTY AND ASSOCIATED ZONING CHANGE AND DEVELOPMENT AGREEMENT

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 31.64 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to R-4 (Planned Residential Development District) and R-3 Medium (Medium Density Two or More 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-4 and R-3 Medium 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 Signature Companies. 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 and approved by the City Council on this 28th day of June, 2022.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

PUD REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'X', NORTH POINTE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF GRIMES; THENCE SOUTH 89°49'33" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 763.49 FEET; THENCE SOUTH 00°20'06" WEST, 87.38 FEET; THENCE SOUTH 89°39'54" EAST, 179.05 FEET; THENCE SOUTH 00°20'06" WEST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 71.79 FEET; THENCE SOUTH 00°20'06" WEST, 120.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG SAID SOUTH LINE, 825.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE GRIMES BOULEVARD; THENCE NORTH 01°38'20" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 1325.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.42 ACRES (1,194,434 SQUARE FEET).

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

R-3 MED REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 00°20'06" WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 1325.74 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 193.29 FEET; THENCE NORTH 00°20'06" EAST, 120.36 FEET; THENCE SOUTH 89°39'54" EAST, 71.79 FEET; THENCE NORTH 00°20'06" EAST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 179.05 FEET; THENCE NORTH 00°20'06" EAST, 87.38 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°49'33" EAST ALONG SAID NORTHERLY LINE, 300.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.26 ACRES (185397 SQUARE FEET).

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

**FAGEN PROPERTY
ZONING CHANGE AND DEVELOPMENT AGREEMENT**

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 2022, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Signature Ernst Holdings, LLC, (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

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

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage, identifying the Property to be developed as a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 to R-4 and R-3 Medium, prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

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

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

- 1) Rezoning. The property shall be rezoned from A-1 to R-4 and R-3 Medium.
- 2) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to R-4 and R-3 Medium to allow for the development of the property for a commercial, and residential use neighborhood, referred to herein as the Fagen Property. The overall intent of the neighborhood is to provide reasonable accommodations for development, while preserving the natural areas, and integrating pedestrian pathways throughout the development. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.
 - (a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain approval from the City of a Final Plat, which subdivides all of the Property into lots and outlots (referred to herein individually as a "Lot" or collectively as the "Lots").

- (b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.
- 3) Development Intent. Located east of Highway 141 and south of NE Beaverbrooke Boulevard, the Fagen Property will consist of medium density residential dwellings, high density residential dwellings, and commercial uses. Each use area is further described as follows.
- (a) Medium-Density Residential. Areas designated as Medium-Density Residential are intended for traditional attached dwelling units. No multi-family units or commercial uses of any kind will be allowed in these areas. Driveways are to be connected to the private streets and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.
 - (b) High-Density Residential. Areas designated as High-Density Residential are intended and designed to provide for certain high-density residential areas now developed with two family and multiple family dwellings and areas where similar residential development seems likely to occur. No commercial uses of any kind will be allowed in these areas. Parking lots shall provide the required number of stalls and covered garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.
 - (c) General Commercial. Areas designated as General Commercial are intended to provide for general commercial uses. The uses permitted are intended to accommodate both the local retail consumer and the automobile-traveling public. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.
- 4) R-3 Medium Density Two or More Family Dwelling District. This area is intended to accommodate the construction of attached dwelling units.
- (a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.
 - (b) Density. The maximum density within the Townhome Residential area shall be eight (8) units per acre.
 - (c) Setbacks. The following setbacks shall apply to all units:
 - (i.) Front Yard – Thirty (30) Feet

- (ii.) Rear Yard – Thirty (30) Feet
- (iii.) Side Yard – Ten (10) Feet
- (iv.) Building Separation – Twenty (20) Feet – From Building Groups

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

- (d) Minimum Dwelling Size. All dwellings with two bedrooms must have a total finished area of not less than one thousand (1,000) square feet, exclusive of garage area. All units with three bedrooms shall have a minimum total finished area of one thousand two hundred (1,200) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.
- (e) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum).
- (f) Garage. A minimum two (2) car attached garage shall be provided for every unit.
- (g) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance. For every five (5) units, an additional visitor parking space shall be provided.
- (h) Building Materials. All townhome buildings shall follow the minimum architecture standards for R-3 districts within the Zoning Ordinance.
- (i) Façade Design. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged, and a minimum of 3 elevation packages shall be provided. The elevation packages should include varying colors, siding textures, and brick/stone or masonry.
- (j) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.
- (k) Open Space. A minimum of forty (40%) percent open space shall be provided.
- (l) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

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

towards the required open space trees. Foundation plantings shall be provided along the front façade of the units.

- (m) Pedestrian. Connections from the units, to a common pedestrian network shall be provided. Future accommodations for trail connections should be planned for, and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

5) R-4 Planned Residential Development District. This area is intended to provide general commercial uses and high-density residential units.

1. High Density Residential:

- (a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.
- (b) Density. The maximum number of residential units shall be 21 per acre.
- (c) Setbacks. The following setbacks shall apply to all units:
 - (i.) Front Yard – Thirty (30) Feet
 - (ii.) Rear Yard – Thirty (30) Feet
 - (iii.) Side Yard – Twenty (20) Feet
 - (iv.) Building Separation – Twenty (20) Feet
- (d) Minimum Dwelling Size. The minimum finished floor area shall be four hundred and fifty (450) square feet for multi-family units. All townhome dwellings with two bedrooms must have a total finished area of not less than one thousand (1,000) square feet, exclusive of garage area. All townhome dwellings with three bedrooms shall have a minimum total finished area of one thousand two hundred (1,200) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.
- (e) Height. The maximum height of any standalone multifamily building shall be four (4) stories above grade (50-feet maximum). The maximum height of any townhome building shall be three (3) stories above grade (40-feet maximum).
- (f) Garage. Twenty-five (25) percent of the total multi-family units shall have a covered parking stall. A minimum two (2) car attached garage shall be provided for every townhome unit. All garages shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

(g) Parking.

(i.) Multi-Family. A minimum of one and one seventh (1.7) parking stalls per one bedroom/studio unit shall be provided. A minimum of two (2) parking stalls per two/three-bedroom unit shall be provided. Accommodations for bicycle parking should be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twelve (12) parking spaces shall be provided without a landscaped island.

(ii.) Townhomes. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance. For every five (5) units, an additional visitor parking space shall be provided.

(h) Building Materials.

- a. Multi-Family. The primary material shall constitute at least seventy-five percent (75%) of the wall area, excluding glass. The primary exterior material shall consist of a combination of earthtone colored brick, architectural concrete panels, textured concrete block, marble or stone panels. The standard shall apply to all sides of any building. The remaining exterior material shall be considered as building trim. All building and architectural materials shall meet the Highway 141 Mixed Use Development Corridor District Zone 1 standards.
- b. Townhome. All townhome buildings shall follow the minimum architecture standards for R-3 districts within the Zoning Ordinance.

(i) Façade Design.

- a. Multi-Family. A minimum of (5) five treatments which are proportionate to the building façade, shall be utilized to reduce the perceived scale of a building. The permitted list of treatments can be found in Section 12-11-1 of the Grimes Zoning Ordinance.
- b. Townhomes. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged, and a minimum of 3 elevation packages shall be provided. The elevation packages should include varying colors, siding textures, and brick/stone or masonry.

(j) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

- (k) Open Space. A minimum of forty (40%) percent open space shall be provided.
- (l) Landscaping. A minimum of two (2) trees per one thousand (1,000) square feet of required open space shall be provided. One shrub shall be planted for every five hundred (500) square feet of open space, but no less than three shrubs per lot. The trees shall be balled or burlap stock. The minimum height for evergreens shall be six (6) feet. The trees must live for at least twelve (12) months after planting or be replaced by the landowner.

Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees. All landscaping shall meet the Highway 141 Mixed Use Development Corridor District landscaping requirements.

- (m) Pedestrian Access. Connections from the units, to a common pedestrian network shall be provided. Future accommodations for trail connections should be planned for, and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.
- (n) Common Spaces. Planned plazas, patios, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

2. General Commercial:

- (a) Lot Dimensions. No minimum lot dimensions shall apply.
- (b) Setbacks. The following setbacks shall apply to all units:
 - (i.) Front Yard – Twenty (20) Feet
 - (ii.) Rear Yard – Twenty-Five (25) Feet – However, for every foot the front yard is increased over 25 feet, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than 10 feet
 - (iii.) Side Yard – Zero (0) Feet
- (c) Permitted Uses. Uses permitted within the General Commercial area shall follow the C-2 zoning district regulations with the exception of the following uses:
 - (i.) Lumber yards
 - (ii.) Monument sales yards
 - (iii.) Mini storage and warehouse facilities

- (iv.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.
- (v.) Used car lots
- (vi.) Any outdoor exercise areas/runs for domesticated animal board/kennels shall be limited to use during normal business hours.
- (d) Height. The maximum height of any building shall be four (4) stories above grade (50-feet maximum).
- (e) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of building signs, monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.
- (f) Outdoor Storage. No outdoor storage is permitted upon the site.
- (g) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
- (h) Parking. All parking requirements shall be in conformance with the Grimes Zoning Ordinance.
- (i) Building Materials. The primary material shall constitute at least seventy-five percent (75%) of the wall area, excluding glass. The primary exterior material shall consist of a combination of earthtone colored brick, architectural concrete panels, textured concrete block, marble or stone panels. The standard shall apply to all sides of any building. The remaining exterior material shall be considered as building trim. All building and architectural materials shall meet the Highway 141 Mixed Use Development Corridor District Zone 1 standards.
- (j) Façade Design. A minimum of five (5) treatments which are proportionate to the building façade, shall be utilized to reduce the perceived scale of a building. The permitted list of treatments can be found in Section 12-11-1 of the Grimes Zoning Ordinance.
- (k) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

- (l) Open Space. A minimum of twenty (20%) percent open space shall be provided.
- (m) Landscaping. A minimum of two (2) trees per one thousand (1,000) square feet of required open space shall be provided. One shrub shall be planted for every five hundred (500) square feet of open space, but no less than three shrubs per lot. The trees shall be balled or burlap stock. The minimum height for evergreens shall be six (6) feet. The trees must live for at least twelve (12) months after planting or be replaced by the landowner. Landscaping around buildings shall consist of a variety of plants, shrubs and flowers.

Street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees. All landscaping shall meet the Highway 141 Mixed Use Development Corridor District landscaping requirements.

- (n) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

6) Buffering

- (a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented.
- (b) Medium-Density Residential Buffers. Landscape buffers for the Medium-Density Residential area shall include a thirty (30) foot buffer to the east, adjacent to the single-family housing along NE Silkwood Street.
- (c) Buffer Landscape Quantities. Thirty (30) foot landscape buffers shall provide the following number of trees per fifty (50) feet of linear buffer: One (1) overstory tree, two (2) understory trees and one (1) evergreen tree.
- (d) Berming and Screening. Earth berming shall be implemented whenever possible to enhance buffering and screening of otherwise negative site elements and to aid in ensuring year-round screening, but is not required. Buffers should be designed to

achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive throughs associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.

- (e) Continuity. Buffers shall be so designed so as to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

7) Lighting

- (a) Parking Lot & Accent Lighting. All commercial uses shall provide adequate lighting for the parking areas. Accent lighting shall be provided on all buildings that face the public right-of-way, to accentuate the building form and architectural character. Uplighting of landscaping is encouraged. The maximum height for any light fixture is thirty-five (35) feet, except on the side or sides of a development abutting a residential use, in which case the maximum height of twenty-five (25) feet shall be allowed.
- (b) Private Street Lighting. Street Lighting associated with the private streets shall be provided within the Medium-Density and High-Density Residential Areas. All lighting shall be shaded or hooded and oriented inward so as to prevent intrusion into surrounding areas. Adequate lighting shall be provided along the private streets and common areas.
- (c) Public Street Lighting. Street Lighting associated with the public streets shall be standard MidAmerican Energy Street Lights and black in color.

8) Public and Site Improvements

- (a) Public Improvements. Public Improvements include the construction of the following:
 - (i.) Property Owner agrees to construct the necessary water main and sanitary sewers to serve the Medium-Density Residential, High-Density Residential, and General Commercial development. Public construction drawings shall be prepared and submitted for review and approval.

- (ii.) Property Owner agrees to construct NE Destination Drive and NE Beaverbrooke Boulevard, as shown in the concept plan. Improvement shall be in accordance with the Traffic Impact Study prepared by Snyder and Associates.
 - (b) Private Sidewalks. Five (5) foot PCC public sidewalks shall be provided on at least one side of all private streets.
 - (c) Public Sidewalks. Five (5) foot PCC public sidewalks shall be provided on two sides of all public streets, unless otherwise referenced herein.
 - (d) Public Trails. An eight (8) foot PCC trail shall be provided along the south side of NE Beaverbrooke Blvd and the east side of NE Destination Drive.
 - (e) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the sewer and watermain improvements must be submitted.
 - (f) Street Right of Way and Easements. At the time of Final Plat, street right of ways in accordance with the requirement improvements and Traffic Impact Study shall be granted to the City.
- 9) Parkland Dedication. Area includes approximately 2.82 acres. The dedication shall occur with the platting of adjacent properties and street lots. The developer shall have the option to choose fee in lieu, which will assist in further development of adjoining parks. The agreed upon fee shall be \$141,000.
- 10) Highway 141 Mixed Use Development Corridor. The Fagen Property Development shall follow the Highway 141 Mixed Use Development Corridor regulations except as otherwise stated in this Development Agreement.
- 11) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.
- 12) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.

- 13) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.
- 14) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
- 15) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.
- 16) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.
- 17) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF GRIMES, IOWA

By: _____

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this ____ day of _____, 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 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 _____

PROPERTY OWNER.

Signature Ernst Holdings, LLC

By: Clint Ackerman

Signature: _____

Title: m-m

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 22nd day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint Ackerman, 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.

Drew Snyder

Notary Public in and for the

State of Iowa

My Commission expires 03/14/25

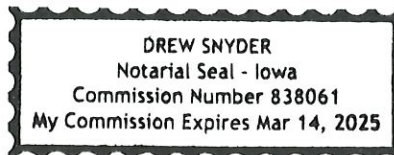


Exhibit A

Legal Description

PUD (R-4) REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'X', NORTH POINTE PLAT I, AN OFFICIAL PLAT IN SAID CITY OF GRIMES; THENCE SOUTH 89°49'33" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 763.49 FEET; THENCE SOUTH 00°20'06" WEST, 87.38 FEET; THENCE SOUTH 89°39'54" EAST, 179.05 FEET; THENCE SOUTH 00°20'06" WEST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 71.79 FEET; THENCE SOUTH 00°20'06" WEST, 120.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG SAID SOUTH LINE, 825.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE GRIMES BOULEVARD; THENCE NORTH 01°38'20" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 1325.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.42 ACRES (1,194,434 SQUARE FEET).

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

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A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

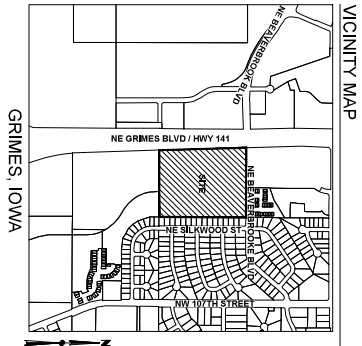
BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 00°20'06" WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 1325.74 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 193.29 FEET; THENCE NORTH 00°20'06" EAST, 120.36 FEET; THENCE SOUTH 89°39'54" EAST, 71.79 FEET; THENCE NORTH 00°20'06" EAST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 179.05 FEET; THENCE NORTH 00°20'06" EAST, 87.38 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°49'33" EAST ALONG SAID NORTHERLY LINE, 300.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.26 ACRES (185397 SQUARE FEET).

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

Exhibit B - Master Plan

FILED IN 12/22/2022 09:00 AM BY CIVIL DESIGN ADVANTAGE, INC. DATE PLOTTED: 4/26/2022 11:12 PM
PROJECT: 141 HWY 141, GRIMES, IOWA

COMMENTS:



VICINITY MAP

PUD DESCRIPTION

1. THE PROPERTY IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT "X", NORTH POINTE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF GRIMES, THENCE SOUTH 89°42'31" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE SOUTH 89°39'54" EAST, 179.05 FEET, THENCE SOUTH 07°20'06" WEST, 1117.50 FEET, THENCE NORTH 89°39'54" WEST, 71.79 FEET, THENCE SOUTH 07°20'06" WEST, 120.36 FEET TO NORTHWEST QUARTER, THENCE NORTH 89°40'05" WEST ALONG SAID SOUTH LINE, 825.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE GRIMES BOULEVARD, THENCE NORTH 01°39'20" TO THE POINT OF BEGINNING AND CONTAINING 27.42 ACRES (1,194,434 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARKLAND DEDICATION

OWNER: HOPE K FARMS, LLC
CONTACT: KEVIN KARGARZADEH
3420 SE DESTINATION DRIVE, SUITE #400
GRIMES, IOWA 50322
PHONE: (515) 369-3925
EMAIL: KARGARZADEH@HOPEK.COM

APPLICANT: CIVIL DESIGN ADVANTAGE, INC.
3420 SE DESTINATION DRIVE, SUITE #400
GRIMES, IOWA 50322
PHONE: (515) 369-3925
EMAIL: J@CIVILDESIGNADVANTAGE.COM

ENGINEER / SURVEYOR: CIVIL DESIGN ADVANTAGE, INC.
3420 SE DESTINATION DRIVE, SUITE #400
GRIMES, IOWA 50322
PHONE: (515) 369-3925
EMAIL: J@CIVILDESIGNADVANTAGE.COM

DEVELOPMENT SUMMARY

200 APARTMENT UNITS
X 1,000 SQUARE FEET
X 0.005 ACRES/INDIVIDUAL
200 APARTMENT UNITS
X 1,000 SQUARE FEET
TOTAL REQUIRED
= 1,200 ACRES

200 APARTMENT UNITS
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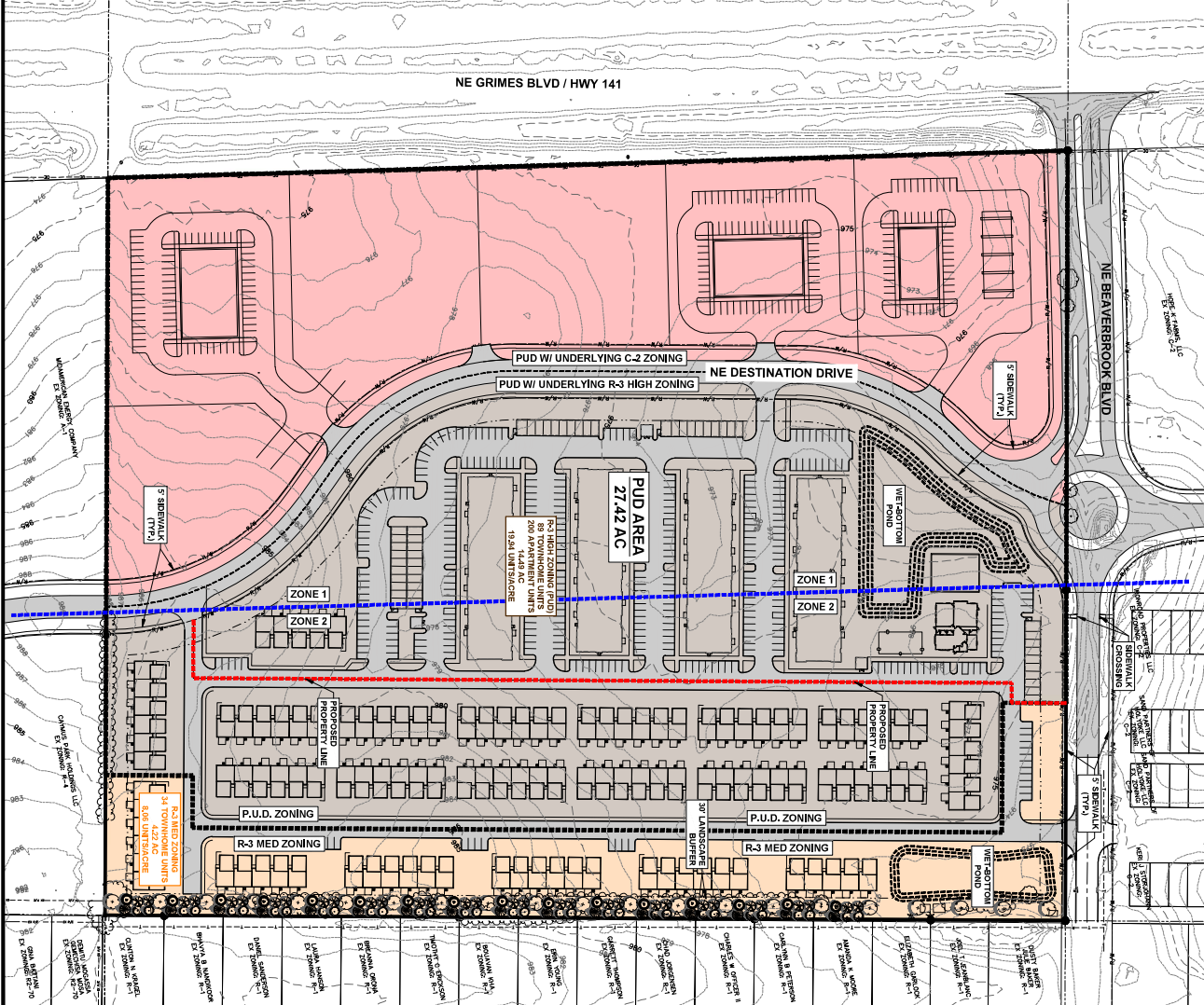
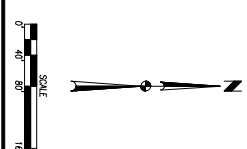
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TOTAL REQUIRED
= 1,200 ACRES

200 APARTMENT UNITS
X 1,000 SQUARE FEET
TOTAL REQUIRED
= 1,200 ACRES





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

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING:

Third and Final Reading of Ordinance 764 – Herndon Property Rezone and Development Agreement

SYNOPSIS:

The applicant is requesting approval of a rezoning from A-1 to M-1A for approximately 77.52 acres generally located at the northwest corner of SE 37th Street and South James Street. The rezoning will allow for commercial and light industrial uses, and is consistent with the Business Park land use designation in the Future Land Use Plan. A Development Agreement will be approved as part of the rezoning to outline the zoning standards and required public improvements for the development.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved First Reading

Approved Second Reading

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval – 05/04/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Herndon Property rezoning subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: May 4, 2022
RE: Herndon Property – Rezoning

GENERAL INFORMATION:

Applicant:

Anderson Properties

Requested Action

Rezoning

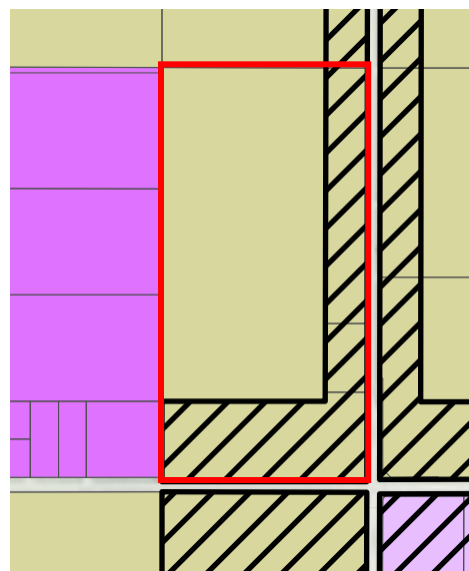
Location

Generally located at the Northwest Corner of SE 37th Street and South James Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Business Park	A-1
North	Vacant	Business Park	A-1
South	Vacant	Business Park	A-1
East	Vacant	Business Park and Future Parks & Rec	A-1
West	Industrial	General Industrial	M-2

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to M-1A for approximately 77.52 acres generally located at the northwest corner of SE 37th Street and South James Street. The rezoning will allow for commercial and light industrial uses. The proposed concept is similar to Legacy Park.

ANALYSIS:*Land Use:*

The applicant desires to rezone the property to M-1A to provide four individual lots and one outlot for future commercial and light industrial development. The proposed M-1A zoning district is consistent with the surrounding areas and the Business Park land use designation.

Site Layout:

The concept plan shows four development lots and one outlot for future development. Warehouse space and office buildings will be the primary intended uses for this site. Stormwater basins are anticipated to be provided for each individual lot. Internal streets will run through the site to provide connectivity for users and access for the Fire Department.

Landscaping/Streetscape:

Each individual lot will provide landscaping to screen the loading docks from the right-of-way. Lots within the Transportation Corridor Mixed Use Development Overlay District will be required to meet the landscaping standards the for overlay.

Utilities:

Sanitary is existing along South James and crosses through the middle of the site. Water is existing along SE 37th Street and South James Street. Future utilities will be constructed with the future SW 28th Street improvements on the north side of the site.

STAFF RECOMMENDATION:

Staff would recommend approval of the Herndon Property rezoning subject to any remaining staff comments.

CITY OF GRIMES

Molly Mannel
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~April 5, 2022~~

April 19, 2022

Anderson Properties

Attn: Mark Anderson

4451 NW Urbandale Drive

Urbandale, IA 50322

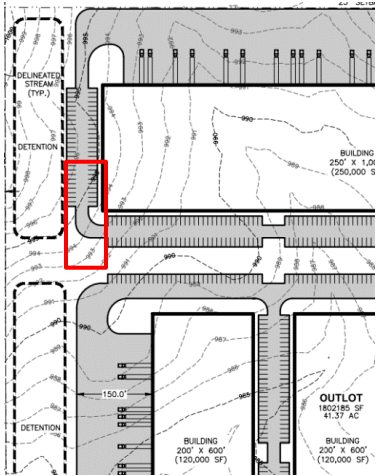
RE: Herndon Property

Dear Mr. Anderson:

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

General Comments:

1. ~~Provide legal description of rezone area to the centerline of the ROW in Word format.~~
2. ~~Provide \$2,000 rezone fee.~~ Please have developer submit fee as soon as possible.
~~Approvals can not be given until fee has been received by the city.~~
3. ~~Provide consent documents (50.1% consent for neighboring property owners).~~
4. ~~Please add Transportation Corridor Mixed Use Development Overlay District to the zoning.~~
5. ~~Provide example elevations.~~ Is the applicant proposing the buildings to look similar to Legacy Park?
6. Staff will provide development agreement outlining the zoning standards and required public improvements.



Concept Plan:

1. — Connect the parking lots of the North buildings to the South (see screenshot and outlined location in red).
2. — Provide landscaping screening to hide loading dock areas from the ROW. ~~Please provide landscaping around the loading docks, north of Lot 3 detention.~~
3. — ~~Label 5' sidewalk along north side of SE 37th St and south side of SE 28th St.~~
4. — Label 8' trail along north side of SE 28th St.
5. — ~~Label ROW to be dedicated to the City.~~
6. — ~~Provide general utility layout for the site showing how each lot can be served.~~

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 11, 2022
 April 25, 2022
(1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: May 4th at 5:30 at the Grimes City Hall

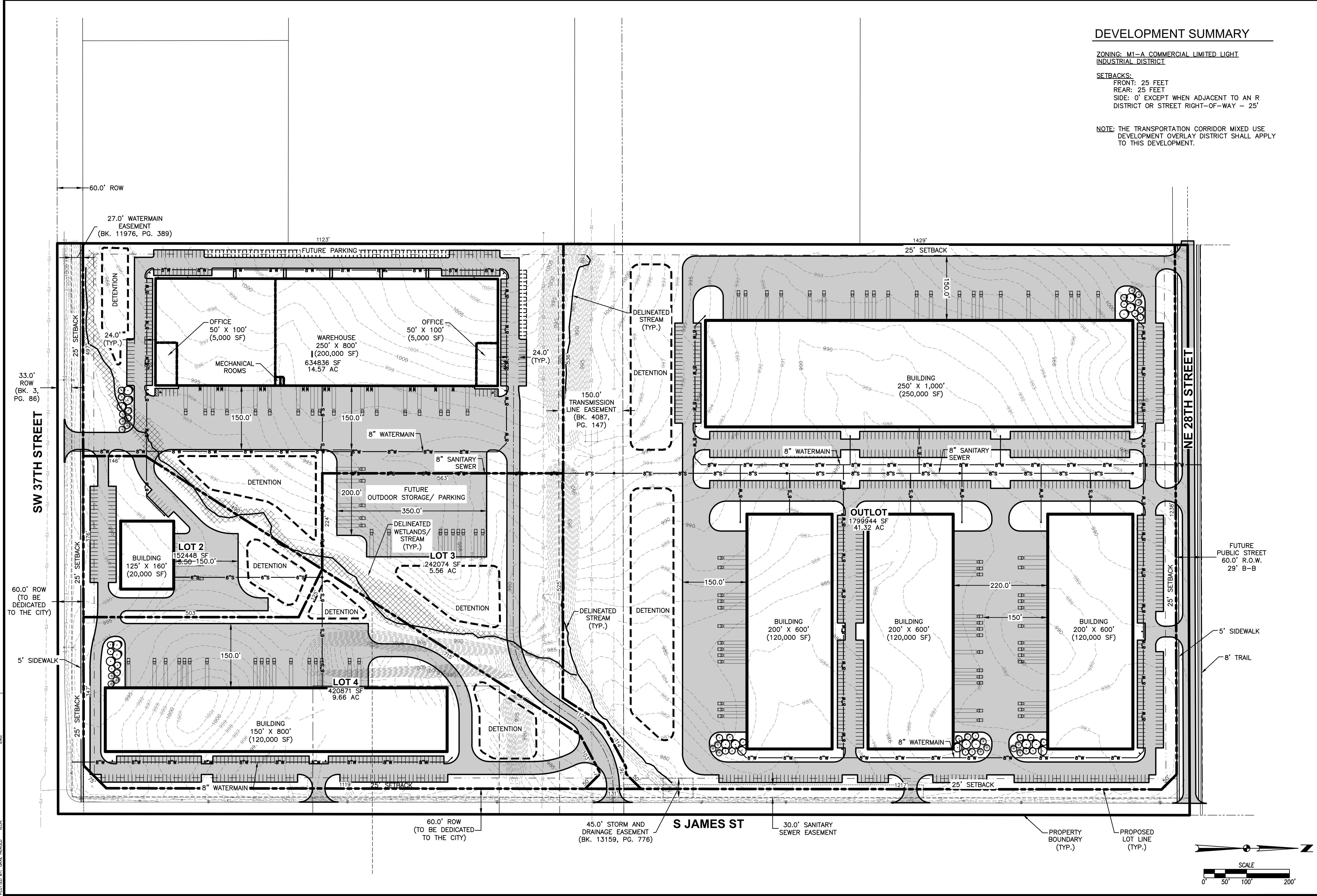
COUNCIL MEETING: May 24th at 5:30 at the Grimes City Hall

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Molly Mannel
 Assistant Planner

FILE: H:\2021\2110780\2110780-CONCEPT OVERALL.DWG
DATE PLOTTED: 6/23/2022 2:40 PM
PLOT BY: J. HAZEN
DRAWN BY: J. HAZEN



DEVELOPMENT SUMMARY

ZONING: M1-A COMMERCIAL LIMITED LIGHT INDUSTRIAL DISTRICT

SETBACKS:

FRONT: 25 FEET
REAR: 25 FEET
SIDE: 0' EXCEPT WHEN ADJACENT TO AN R DISTRICT OR STREET RIGHT-OF-WAY - 25'

NOTE: THE TRANSPORTATION CORRIDOR MIXED USE DEVELOPMENT OVERLAY DISTRICT SHALL APPLY TO THIS DEVELOPMENT.

DATE

03/25/2022

12/23/2021

REVISIONS

REVISED

PREPARED

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400

ENGINEER: EKO

EI: JWM

HERNDON PROPERTY
CONCEPT

2110.780

1/1

2110.780



ORDINANCE #764

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR HERNDON PROPERTY AND ASSOCIATED ZONING CHANGE AND DEVELOPMENT AGREEMENT

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 77.52 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial 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 M-1A 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 Anderson Properties. 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 and approved by the City Council on this 28th day of June, 2022.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER (E1/2 SE1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

**LEGACY AT JAMES STREET
ZONING CHANGE AND DEVELOPMENT AGREEMENT**

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Anderson Four, LLC, (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

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

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage identifying the Property to be developed with commercial and light industrial uses as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial District), prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

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

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

- 1) **Rezoning.** The property shall be rezoned from A-1 to M-1A.
- 2) **Conceptual Plan.** The Property Owner has submitted a conceptual plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to M-1A to allow for the development of the property for commercial and light industrial uses, referred to herein as the Legacy at James Street Development. The Property Owner agrees that the development of the property shall be consistent with the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.
 - (a) **Site Plans & Plats Required.** Property Owner agrees that preliminary plats, final plats, and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary plats and site plans shall include sufficient details to ensure that the minimum development standards for the Property can be achieved. Final Plats shall include all required information to subdivide the

Property into lots and outlots (referred to herein individually as a “Lot” or collectively as the “Lots”).

- (b) **Minimum Standards.** The Property shall be subject to the terms outlined below:
- i.) **Permitted Uses.** Any permitted use within the M-1A Zoning District shall be permitted.
 - ii.) **Setbacks.** The following setbacks shall apply to all units:
 - a. Front Yard – Twenty-five (25) Feet
 - b. Rear Yard – Twenty-five (25) Feet; however, for every foot the front yard is increased over twenty-five (25) feet, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than ten (10) feet.
 - c. Side Yard – None required; except twenty-five (25) feet when adjacent to any “R” district or street right-of-way
 - d. Building Separation – Twenty (20) Feet
 - iii.) **Height.** The maximum height of any building shall be fifty (50) feet.
 - iv.) **Building Materials.** The use of metal as a primary building material shall not be permitted. All other architecture standards required in the Grimes Zoning Ordinance shall be met, including architecture requirements within the Transportation Corridor Mixed Use Development Overlay District.
 - v.) **Parking.** Parking shall be provided in accordance with the Grimes Zoning Ordinance.
 - vi.) **Parking Setbacks.** All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
 - vii.) **Accessory Structures and Buildings.** Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.
 - viii.) **Open Space.** A minimum of ten percent (10%) open space shall be provided.

- ix.) Landscaping. All landscaping standards required in the Grimes Zoning Ordinance shall be met, including the Transportation Corridor Mixed Use Development Overlay District.
- x.) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.
- xi.) Outdoor Storage. Outdoor storage areas shall be screened from public view with landscaping or a combination of landscaping and opaque fencing/walls. At the time of installation, screening shall provide full coverage of the outdoor storage area from view. Outdoor storage areas shall not be placed within the front yard of any lot.

3) Buffering

- (a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented. Buffers shall not be required in areas where buffering is existing on adjacent property.
- (b) Outdoor Storage Buffers. A thirty (30) foot buffer shall be provided to screen the outdoor storage areas from the public street right-of-way. The outdoor storage area buffers shall provide the following number of trees per fifty (50) feet of linear buffer: Two (2) understory tree and three (3) evergreen trees.
- (c) Loading Area Buffers. A thirty (30) foot buffer shall be provided to shield the loading areas from the public right-of-way. public right-of-way prior to the development of adjacent lots that will effectively screen the loading areas from the public right-of-way in the future. The loading area buffers shall provide the following number of trees per fifty (50) feet of linear buffer: Two (2) understory trees and three (3) evergreen tree.
- (d) Berming and Screening. Earth berming shall be implemented whenever possible to enhance buffering and screening of otherwise negative site elements and to aid in ensuring year-round screening, but is not required. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive throughs associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.

- (e) Continuity. Buffers shall be so designed so as to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

4) Lighting

- (a) Parking Lot Lighting. Adequate lighting shall be provided for the parking areas. Accent lighting shall be provided on all buildings, to accentuate the building form and architectural character.
- (b) Public Street Lighting. Street Lighting associated with the public streets shall be standard MidAmerican Energy Street Lights and black in color.

5) Public and Site Improvements

- (a) Public Improvements. Public Improvements include the construction of the following:
 - (i.) One half of a 31-Foot pavement for SW 28th public street with 3-lane section at the intersection of SW 28th Street and South James Street
 - (ii.) Adequately sized Water Main to serve the development
 - (iii.) Adequately sized Sanitary Sewer to serve the development
 - (iv.) Adequately sized Storm Sewer to serve the development
 - (v.) Public Street Lights along SW 28th Street
- (b) Private Sidewalks. Five (5) foot PCC public sidewalks shall be provided on at least one (1) side of all private streets.
- (c) Public Sidewalks. Five (5) foot PCC public sidewalks shall be provided along the north side of SW 37th Street and south side of SW 28th Street.
- (d) Public Trails. Ten (10) foot PCC public trail shall be provided along the west side of South James Street.
- (e) SW 37th Street Fees. Property owner shall provide a fee in the amount of \$120 per linear foot to contribute to the cost of future widening improvements to SW 37th Street. Fee payment shall be due at the time of site plan acceptance by the City based upon the linear feet of the respective site along SW 37th Street. The property owner shall have no further financial responsibility for future SW 37th Street expansions or improvements, inclusive of turn lanes, and public sidewalks.
- (f) SW 28th Street Fees. Should the City or adjoining property owner construct the improvements along SW 28th Street, the property owner shall provide a fee in the

amount of \$500 per linear foot. Fee payment shall be due at the time of site plan acceptance by the City or completion of the project if constructed by the City. If satisfied by payment of fee, the property owner shall have no further financial responsibility for future SW 28th Street expansions or improvements.

- (g) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the sewer and watermain improvements must be submitted.
 - (h) Street Right of Way. At the time of Final Plat, the following street right-of-way dedications shall be granted to the City in complete satisfaction of Property Owner's obligations with respect to the costs of construction, maintenance, use, repair and/or removal of the roadway and appurtenances thereto.
 - (i.) 27-Feet along SW 37th Street, Right of Way
 - (ii.) 20-Feet along South James Street, Right-of-Way
 - (iii.) 35-Feet for future SW 28th Street, Right-of-Way
 - (iv.) 50-Foot diagonal to accommodate 3-lane section at SW 28th Street and South James Street intersection, Right-of-Way
 - (v.) 50-Foot diagonals to accommodate 3-lane sections at potential future signalized intersections, Right-of-Way
 - (vi.) 75-Foot diagonal at the southeast corner, Right-of-Way
- 6) Transportation Corridor Mixed Use Development Overlay District. The Legacy at James Street Development shall follow the Transportation Corridor Mixed Use Development Overlay District regulations except as otherwise stated in this Development Agreement.
- 7) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.
- 8) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner, subordinate to any mortgage or land contract encumbering the property. Such lien by the City shall be

released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied or other arrangements are made satisfactory to the City.

- 9) Assignment. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. In the event that Property Owner sells a plat to a new owner, the City hereby agrees to the assignment of the obligations created under this Agreement to the purchaser.
- 10) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
- 11) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.
- 12) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.
- 13) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

CITY OF GRIMES, IOWA

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 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 _____

PROPERTY OWNER

Anderson Four, LLC

By: Wm. M. Anderson

Signature: [Signature]

Title: Manager

STATE OF IOWA)

) ss:

COUNTY OF POLK)

On this 23 day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Anderson, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

[Signature]

Notary Public in and for the

State of Iowa

My Commission expires 5/18/2023

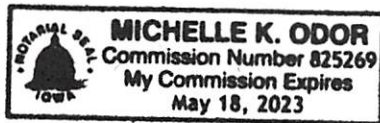
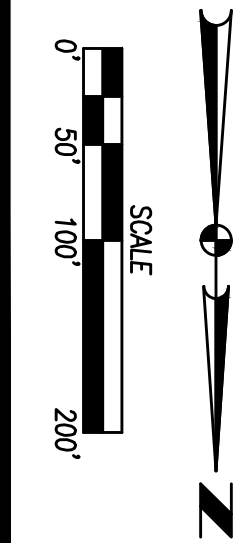


Exhibit A - Legal Description

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER (E1/2 SE1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

FILE: H:\2021\2110780\DWG\2110780-CONCEPT OVERALL.DWG
FILE DATE: 4/11/22 DATE PLOTTED: 6/23/2022 2:40 PM COMMENT:
PLOTTED BY: GRAE HEROLD TECH: ENG:



NOTE: THE TRANSPORTATION CORRIDOR MIXED USE DEVELOPMENT OVERLAY DISTRICT SHALL APPLY TO THIS DEVELOPMENT.

REVISIONS	DATE
REVISED	03/25/2022
PREPARED	12/23/2021

EI: JWM

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

HERNDON PROPERTY

CONCEPT

GRIMES ORDINANCE 765

AN ORDINANCE AMENDING GRIMES CODE OF ORDINANCE TITLE 9 WITH REGARD TO REGULATION OF WASTEWATER SEWER USAGE BY DELETING CURRENT SECTION 9-1 IN ITS ENTIRETY, AND ADOPTING NEW UNIFORM WASTEWATER SEWER REGULATIONS CONSISTENT WITH GRIMES WRA AGREEMENT

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Title 9 to adopt ordinances that are uniform with the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) as the future provider of wastewater treatment services for Grimes. This Ordinance amends Title 9 by deleting Section 9-1, and replacing it with the sections specified under Section 2, "Amendment" of this Ordinance

SECTION 2. Amendment. **Grimes Code of Ordinances Sections 9-1-1 to 9-1-15 are stricken and replaced as set forth below:**

TITLE 9 PUBLIC UTILITIES

DIVISION 1. - GENERAL PROVISIONS REGARDING INDUSTRIAL WASTE

Sec. 9-1-1 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or Clean Water Act means the 1972 Federal Water Pollution Control Act, the 1977 Clean Water Act, and the 1987 Water Quality Act, as amended.

Approval authority means the Iowa Department of Natural Resources.

Authorized representative means:

- (1) An executive officer of a corporation.
- (2) A general partner of a partnership.
- (3) The proprietor of a proprietorship.
- (4) The conservator, trustee, attorney in fact, receiver or other person or agent authorized in law and in fact to act on behalf of users which are not corporations, partnerships, or proprietorships or on behalf of other entities which must legally act through an agent.
- (5) Any other authorized representative of a person or entity identified in subsections (1), (2), (3), or (4) of this definition, if the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company and the written authorization is submitted to the Director.
- (6) Any other person authorized by law to act on behalf of any entity.

Baseline monitoring report means the report required by 40 CFR 403.12(b)(1-7).

Biochemical Oxygen Demand (BOD) means the analysis of BOD as described in Environmental Protection Agency methods.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainage pipes inside the wall of the building and conveys it to the building sewer, beginning three feet outside the building wall.

Building sewer or lateral sewer means the sewer extending from the building drain to the connection with the POTW.

Bypass means the intentional diversion of waste streams from any portion of an industrial user's pretreatment facility.

Carbonaceous Biochemical Oxygen Demand (CBOD) means the analysis of BOD as described in Environmental Protection Agency methods while inhibiting the nitrogenous oxygen demand.

Categorical user means a user subject to National Categorical Pretreatment Standards.

Chemical Oxygen Demand (COD) means the measurement of the susceptibility of a sample to oxidation by a strong chemical oxidant expressed in mg/l and using Environmental Protection Agency methods.

City means the political subdivision known as the City of Grimes, Iowa, and also means the territory within the corporate boundaries of the City of Grimes.

City sanitary sewer system or sanitary sewer system means the local outfall sewers, trunk sewers, pumping stations, force mains, and wastewater equalization basins, and all other structures, devices and appliances appurtenant thereto, which are used for collecting, conveying or storing wastewater and which serve and are owned, operated and maintained by the city or by a sanitary district serving the city.

Combined waste stream formula means the formula as found in 40 CFR 403.6(e).

Composite sample means a representative sample using a minimum of three grab sample aliquots obtained over a period of time and mixed using either a flow proportional or time proportional method.

Conventional pollutant means BOD, COD, O&G, suspended solids, pH, ammonia nitrogen, total Kjeldahl nitrogen and fecal coliform bacteria.

Discharge or indirect discharge means the introduction of treated or untreated wastewater into the POTW.

Dissolved solids means the concentration of residue left in an evaporating dish after evaporation and drying at defined temperatures using Environmental Protection Agency methods or standard methods.

Domestic wastewater means all household-type waste discharged from places of human habitation, including toilet, bath, kitchen and laundry wastewater. *Domestic wastewater* is further defined as waste which does not exceed daily maximum limits of 300 mg/l COD, 200 mg/l BOD, 250 mg/l suspended solids, 100 mg/l oil and grease, 30 mg/l TKN, and 15 mg/l NH₃-N at a discharge rate of 100 gallons per capita per day. This loading is equal to 0.25 pound of COD, 0.17 pound of BOD, 0.20 pound of suspended solids, 0.083 pound of oil and grease, 0.025 pound of TKN and 0.013 pound of NH₃-N per capita per day.

Domestic user means a person discharging only domestic wastewater to the POTW, which wastewater is discharges from any building or parts of a building designed for or occupied by one or more persons as a single housekeeping unit, including such units within multifamily dwellings and apartment buildings, which building or premises is a source of wastewater discharge into a POTW.

Environmental Protection Agency or EPA means the U.S. Environmental Protection Agency.

Environmental Protection Agency methods means standard procedures for wastewater analysis approved by the U.S. Environmental Protection Agency and prescribed in 40 CFR 136, and includes alternate methods approved by the approval authority.

E. Coli or Escherichia coli means bacteria that are a member of the fecal coliform group and whose presence indicates fecal contamination in water.

Fecal coliform means bacteria common to the intestinal tracts of humans and animals whose presence in water is an indication of pollution.

Fat, oil, and grease or oil and grease or FOG means those substances which are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases".

Garbage means solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the commercial handling, storage and sale of produce.

Grab sample means a single aliquot sample collected either directly or by means of a mechanical device.

Headworks means the main wet well at the WRF prior to any treatment process.

Industrial user means a person whose property, building or premises is a source of wastewater discharge into the POTW, other than a domestic user.

Industrial waste means the liquid waste from industrial users as distinct from domestic sewage.

Interference means a discharge which, alone or in conjunction with a discharge or discharges from other sources, which both:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal, and
- (2) Causes a violation of any requirement of the WRA's National Pollutant Discharge Elimination System permit (including an increase in the magnitude or duration of a violation) or prevents sewage sludge use or disposal in compliance with any federal, state or local regulations or permits.

Limit means the maximum allowable discharge of a given pollutant as in the following definitions:

- (1) *Daily maximum limit or daily instantaneous maximum limit* means the maximum allowable discharge of pollutant as measured at any time during a calendar day, expressed as either a concentration limit or a daily mass limit. It is a violation if the concentration limit on any single sample taken exceeds that discharge limits in the discharge permit for the user, or the discharge limits set forth in section 9-1-28.
- (2) *Monthly average limit* means the maximum allowable value for the average of all measurements of a pollutant obtained during one calendar month.

National Categorical Pretreatment Standards (NCPS) or categorical standards means any limitations on pollutant discharges to POTW promulgated by the U.S. Environmental Protection Agency that apply to specified process wastewater of particular industrial categories.

National Pollutant Discharge Elimination System (NPDES) permit means a permit issued pursuant to the Act.

New source means a source as defined by 40 CFR 403.3(k).

Nonconventional pollutants means all pollutants which are not included in the definition of conventional pollutants.

NH₃-N means the ammonia nitrogen concentration in mg/l as determined using Environmental Protection Agency methods.

O&M means operation and maintenance.

Pass through means a discharge which exits the POTW into water of the state in quantities or concentrations which, alone or in conjunction with a discharge from other sources, is a cause of a violation of any requirement of the WRA's National Pollutant Discharge Elimination System permit, including an increase in the magnitude or duration of a violation, or other permit issued to the WRA by the Iowa Department of Natural Resources or the U.S. Environmental Protection Agency.

Person means any individual, partnership, co-partnership, firm, company, association, joint stock company, society, corporation trust, estate, municipality, governmental entity, group, or any other legal entity, or their legal representatives, agents, or assigns.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Pollution means the alteration of chemical, physical, biological, or radiological integrity of water as a result of human activity or enterprise.

POTW treatment plant means that portion of the publicly owned treatment works which is designed to provide treatment, including recycling and reclamation, of municipal sewage and industrial waste.

Pretreatment means the reduction, elimination, or alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW.

Pretreatment facility means the equipment used to accomplish pretreatment.

Pretreatment requirements means any substantive or procedural requirement related to pretreatment standards, imposed on an industrial user.

Pretreatment standards means, for any specified pollutant, the prohibitive discharge standards as set forth in section 9-1-27 of this article, the specific limitations on discharge as set forth in section 9-1-28 of this article, the state pretreatment standards or the National Categorical Pretreatment Standards, whichever standard is most stringent.

Properly shredded garbage means the waste from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles are carried freely under the flow conditions normally prevailing in the POTW, with no particle greater than one-half inch in any dimension.

Publicly owned treatment works or *POTW* means and includes "POTW" treatment works as defined by section 212 of the Act, and which is owned by the Des Moines Metropolitan Wastewater Reclamation Authority or any of Participating Communities that make up the WRA. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances if they convey wastewater to a POTW Treatment Plant.

Sampling chamber or *sampling maintenance hole* means a device or structure suitable and appropriate to permit sampling and flow measurement of a wastewater stream to determine compliance with this article.

Severe property damage means substantial physical damage to property, damage to a pretreatment facility causing it to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Sewage means and includes wastewater as herein defined.

Sewage system means sewers, intercepting sewers, pipes or conduits, pumping stations, force mains, and all other constructions, devices and appliances appurtenant thereto used for collecting or conducting sewage to a point of treatment or ultimate disposal.

Significant user means:

- (1) All categorical users.
- (2) All industrial users that:
 - a. Discharge 25,000 gallons per day or more of process wastewater (excludes sanitary, non-contact cooling, and boiler blowdown wastewater);
 - b. Contribute a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the WRF; or
 - c. Contribute a discharge that has a reasonable potential, in the opinion of the Director, to adversely affect the POTW treatment plant by causing interference or pass through.

Sludge means the solids separated from the liquids during the wastewater treatment process.

Slug or *slug load* means any discharge of water or wastewater which, in concentration of any pollutant, measured using a grab or composite sample, is more than five times the allowable concentration as set forth in sections 9-1-27 and 9-1-28 of this article or in a user's most recent wastewater discharge permit or which exceeds a slug concentration level specified in a wastewater discharge permit. A discharge with pH outside the allowable range by more than one standard unit (S.U.) shall also be considered a slug.

Standard Industrial Classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, most recent edition.

Standard Methods means the laboratory procedures set forth in the latest USEPA approved edition of Standard Methods for the Examination of Wastewater prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

Storm sewer means a sewer which carries stormwater, surface water and drainage but excludes sewage and industrial waste other than unpolluted cooling water.

T, when used as a portion of a chemical name, shall designate "total" such as in "cyanide-T" where "T" means "total" cyanide.

TKN means the Total Kjeldahl Nitrogen concentration expressed in mg/l as determined using Environmental Protection Agency methods or Standard Methods.

Total metal means the sum total of the suspended and dissolved concentrations of a metal specified in a wastewater discharge permit or as specified in section 9-1-28 hereof.

Total Suspended Solids (TSS) means the portion of total solids retained by a filter using Environmental Protection Agency methods or Standard Methods.

Total Toxic Organics (TTO) means the summation of all quantified values greater than 0.01 milligram per liter for the toxic organics as specified in the applicable regulation.

Toxic pollutant means any pollutant or combination of pollutants listed in 40 CFR 403, appendix B.

Unpolluted water means water containing none of the following: free or emulsified oil and grease; substances that may impart taste, odor or color characteristics; volatile, explosive, toxic or poisonous substances in suspension or solution; explosive, odorous or otherwise obnoxious gases. Such water shall not contain more than 25 mg/l of suspended solids, and not more than 25 mg/l of BOD.

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed pretreatment facilities, inadequate pretreatment facilities, lack of preventive maintenance, or careless or improper operation.

User means a person discharging anything other than domestic wastewater into the POTW, and includes categorical users as herein defined.

Waste hauler means a private contractor licensed by the WRA to deliver wastewater to the WRF or other locations approved by the WRA Director, and includes all persons required to have a license under section 9-1-177 of this chapter.

Wastewater means and includes *sewage* as defined in federal law and regulation, or a combination of the liquid and water-carried waste from residences, commercial buildings, institutions and industrial establishments, together with such groundwater, surface water, and stormwater as may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

Wastewater discharge permit means the document issued to a user by the WRA in accordance with the terms of this article which permits such user to discharge wastewater to the POTW.

Water of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.

WRA or Wastewater Reclamation Authority means the Des Moines Metropolitan Wastewater Reclamation Authority, an entity organized and existing under Chapters 28E and 28F of the Iowa Code, and established pursuant to the WRA Agreement. The term "WRA" means and includes the representatives of the Participating Communities on the WRA Board, and the officers and employees of the WRA.

WRA agreement means the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, approved and executed by the WRA and its Participating Communities and effective as of July 1, 2004.

WRA Director or Director means the person appointed by the WRA Board, or by the WRA Operating Contractor upon consultation with the WRA Board, as provided in Section 2.63 of the WRA operating contract, who is charged with the administration and management of the WRA system and of the provision of all services outlined in operating contract. Unless otherwise indicated in the text, the Director shall mean and include the person acting as the Director's authorized designee in the Director's absence in carrying out the Director's duties under this article.

WRA Operating Contractor or Operating Contractor means the City of Des Moines, pursuant to the initial Operating Contractor executed by the City of Des Moines and the WRA Board on and as of July 1, 2004, or such successor Operating Contractor as the WRA shall contract with to provide operation and management services to the WRA

WRA participating community or WRA participating communities means, individually or collectively, depending on context, the cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee, and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties, or sanitary districts that become participating communities under the provisions of the WRA agreement.

WRA wastewater collection and conveyance system or WCCS means the WRA sanitary sewer interceptors and extensions to same, detention basins, equalization basins, storage facilities, pumping stations, force mains and all related property and improvements.

WRA Wastewater Reclamation Facility or WRF means the wastewater treatment plant located generally at 3000 Vandalia Road, Des Moines, Iowa, as the same may be expanded or improved in the future, and any other wastewater treatment plants hereafter acquired or constructed and operated by the WRA.

WRA system means and includes the WRF, the WCCS, satellite wastewater and CSO treatment facilities hereafter constructed, all real and personal property of every nature hereinafter owned by the WRA and comprising part of or used as a part of the WRA system, and all appurtenances, contracts, leases, franchises and other intangibles of the WRA.

Sec. 9-1-2 - Abbreviations.

The following abbreviations, when used in this article, shall have the designated meanings:

BETX	Benzene, ethylbenzene, toluene, and xylenes (total)
BOD	Biochemical oxygen demand
BMR	Baseline monitoring report
C	Celsius
CFR	Code of Federal Regulations
COD	Chemical oxygen demand
EPA	Environmental Protection Agency
F	Fahrenheit
FOG	Fat, oil, and grease
GPD	Gallons per day
IDNR	Iowa Department of Natural Resources
lb/day	Pounds per day
mgd	Million gallons per day
mg/l	Milligrams per liter
NCPS	National Categorical Pretreatment Standards or categorical standards

NH3-N	Ammonia nitrogen
NPDES	National Pollutant Discharge Elimination System
O&G	Oil and grease
POTW	Publicly owned treatment works
SCP	Spill control plan
SIC	Standard industrial classification
SNC	Significant noncompliance
RCRA	Resource Conservation and Recovery Act
TCLP	Toxicity characteristic leaching procedure
TFE	Trichlorotrifluoroethane
TKN	Total Kjeldahl nitrogen
TOH	Total organic hydrocarbons
TRC	Technical review criteria
TSS	Total suspended solids
TTO	Total toxic organics
USC	United States Code
U.S. EPA	United States Environmental Protection Agency
VPH	Volatile petroleum hydrocarbons

Sec. 9-1-3 - General adoption.

The provisions of this article are enacted to aid in the enforcement of the pretreatment regulations set forth in this article and may be placed in a separate portion of the municipal or county code of any WRA participating community which adopts these provisions. Each WRA participating community by enacting this article designates the WRA and its Operating Contractor as the enforcement agency under this article. Employees, agents and officers of the WRA and of its Operating Contractor, while acting to enforce this article for the WRA, are empowered to make such inspections, issue such orders or permits and take such actions within the corporate boundaries of the city as are authorized by this article. The WRA or its Operating Contractor is also authorized to impose and collect all fees or penalties authorized by this article, and are authorized to directly bill and collect from contributors penalties, fees charges and surcharges from all users within the city. A user's failure to pay any fee, charge, penalty or surcharge is a municipal infraction and shall also be grounds to discontinue sewer service to the user, all as hereafter more particularly provided. The enforcement of this article in the city is not dependent upon passage of this article or a similar ordinance by other WRA participating communities.

Sec. 9-1-4 - Intent and construction.

This article seeks to implement provisions of the Act, the general pretreatment regulations found at 40 CFR, Part 403, and the Iowa Administrative Code, chapter 567, sections 62.4 and 62.8. This article is to be construed and applied in accordance with the Clean Water Act amendments, the general pretreatment regulations, the Iowa Administrative Code and the purpose and policy provision set forth in section 9-1-5 of this division.

Sec. 9-1-5 - Purpose and policy.

- (a) This article regulates the use of sanitary sewers; private wastewater disposal; the installation and connection of building sewers; and the discharge of wastewater or waste into the POTW. This article sets forth uniform requirements for discharges into the POTW, and the deposit of wastewater and waste hauled to the WRF or to other locations approved by the WRA Director for disposal and treatment.

(b) The objectives of this article are to:

- (1) To prevent the introduction of pollutants into the POTW that may interfere with the operation of the system or interfere with sludge management and disposal.
- (2) Prevent the introduction of pollutants into the POTW that may pass through the system inadequately treated and ultimately into receiving water, the atmosphere, or otherwise be incompatible with the system.
- (3) Protect workers' safety and health and protect against damage to the POTW.
- (4) Provide for equitable distribution of treatment and industrial pretreatment costs resulting from pollutants introduced into the POTW.

Sec. 9-1-6 - Jurisdiction.

The sections of this article are applicable in their entirety to all users who contribute wastewater, directly or indirectly, into the POTW without regard to whether the physical facilities of such users are situated within or outside the corporate limits of the city/county.

Sec. 9-1-7 - Severability.

If any provision of this article or the application thereof to any particular person or particular circumstance is held invalid, the invalidity shall not affect other provisions or application of this article which can be given effect without the invalid provision or application. To this end the provisions of this article are severable.

Sec. 9-1-8 - Interpretation.

This article shall be construed and interpreted to conform with 40 CFR I, and it is the intent of this article that it complies with the federal regulations.

Secs. 9-1-9 To 9-1-25 - Reserved.

DIVISION 2. - WASTEWATER TREATMENT AND PRETREATMENT

Sec. 9-1-26 - User requirements.

(a) The following requirements shall apply to all users of the POTW:

- (1) All users shall promptly notify the WRA Director in advance of any substantial change in the volume or character of pollutants in their discharge.
- (2) New or increased contributions of pollutants or changes in the nature of pollutant discharged to the POTW shall require prior approval by the WRA Director.
- (3) Industrial users shall notify the WRA Director, the Environmental Protection Agency Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. The notification shall comply with the requirements set forth in 40 CFR 403.12(p).
- (4) Discharge of any pollutants without the notice and approval required by this section is prohibited. Upon the receipt of notice required by this section, the WRA Director shall within 180 days or less approve the discharge if he or she finds the proposed discharge meets applicable pretreatment standards and requirements and would not cause the WRA to violate its National Pollutant Discharge Elimination System permit. The WRA Director shall deny permission for the discharge if he or she finds applicable pretreatment standards and requirements are not met or the discharge would cause a violation of the National Pollutant Discharge Elimination System permit for the WRF. In lieu of denial of permission for discharge, the WRA Director may allow such discharge or contribution upon conditions which would not violate applicable pretreatment standards or requirements and would not cause a violation of the National Pollutant Discharge Elimination System permit for the WRF.
- (5) Food service establishments shall be regulated first under division 5 of this article but may be required to obtain a wastewater discharge permit and be subject to the requirements of divisions 1 through 4 if the

WRA Director determines that additional pretreatment is required in order to comply with fat, oil, and grease discharge limits.

- (b) Any part of this section notwithstanding, upon receipt of the notice required by this section, the WRA Director may require, in addition to the requirements of this section, that an industrial user obtain a permit under this article.
- (c) Users who are determined to be industrial users as herein defined and who refuse to apply for or obtain a wastewater discharge permit shall be subject to termination of sewer services as provided in section 9-1-87 hereof.

Sec. 9-1-27 - Discharge prohibitions.

The following general prohibitions shall apply to all users of the POTW unless the user is subject to a more restrictive National Categorical Pretreatment Standards, the Iowa Department of Natural Resources, or wastewater discharge permit limit. The following substances are prohibited from discharge to the POTW:

- (1) Pollutants creating a fire or explosion hazard in the POTW, including but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods referenced in 40 CFR 261.21. Waste streams shall not be ignitable at ambient temperatures. At no time shall two successive readings on a meter capable of reading L.E.L. (lower explosive limit) at the nearest accessible point to the POTW, at the point of discharge into the POTW or at any point in the POTW, be more than five percent nor any single reading greater than ten percent.
- (2) Any substance which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 or greater than 12.0 without approval from the Director.
- (3) Solid or viscous pollutants which will cause obstruction to the flow in the POTW resulting in interference. Such pollutants include but are not limited to grease, garbage with particles greater than one-half inch any dimension, animal tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, wipes, spent grains, spent hops, wastepaper, wood, plastics, tar, asphalt residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing waste, or tumbling and de-burring stones, and wastewater containing fat, wax, O&G, or other substances which may solidify or become viscous at temperatures between 32 and 150 degrees Fahrenheit (0 and 65 degrees Celsius).
- (4) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate or pollutant concentration which will cause interference or pass through at the WRF or which constitutes a slug load as defined in this article.
- (5) Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case wastewater or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius) at the point of introduction into the POTW, and in no case wastewater or vapor which alone or in concert with other discharges produces a temperature at the WRF greater than 104 degrees Fahrenheit (40 degrees Celsius).
- (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems or a public nuisance.
- (8) Any trucked or hauled pollutants, except at discharge points designated by the WRA.
- (9) Radioactive wastes unless they comply with Atomic Energy Commission Act of 1954 (68 Stat. 919 as amended and part 20, subpart D, Waste Disposal, section 20.303 of the regulations issued by the Atomic Energy Commission, or amendments thereto).
- (10) Any wastewater containing concentrations of inert suspended solids, such as but not limited to fuller's earth, lime slurries, and lime residues, or of dissolved solids, such as but not limited to, sodium chloride and sodium sulfate, which exceed 3,000 mg/l nonvolatile or 3,000 mg/l total dissolved solids unless approved by the WRA Director.

- (11) Pollutants causing excessive discoloration, such as but not limited to dye waste and vegetable tanning solutions.

Sec. 9-1-28 - Local limits for specific pollutants.

- (a) *Generally.* Local limits for specific pollutants discharged pursuant to this article shall be as follows:
- (1) *Dilution.* Dilution of the discharge from a pretreatment facility or from a regulated process is prohibited as a method for treatment of wastes in order to meet the limits set forth in this article.
 - (2) *Sample location.* Measurement of pollutant concentrations to determine compliance shall be made at the point immediately following the pretreatment facility and before mixture with other waters, unless another point is designated by the WRA Director. If necessary, the concentrations so measured shall be recomputed to exclude the effect of any dilution that is improper using the combined waste stream formula.
- (b) *Headworks limits; average mass.* The average composite loading of all industrial users contributing the following specific pollutants to the POTW shall not exceed the allowable total pounds. The allocation of pollutants between industrial and nonindustrial sources may be adjusted by the Director provided that the allowable total loading for any pollutant at the headworks of the WRF is not exceeded.

Pollutant	30-Day Average Allowable Pounds/Day	
	Total	Industrial
BOD	195,600	135,153
TSS	300,400	208,463
NH3	13,000	6,959
TKN	27,760	16,950

Pollutant	Maximum Allowable Headworks Loading Pounds/Day	Maximum Allowable Industrial Loading Pounds/Day
	Total	Industrial
Arsenic-T	7.58	3.81
Cadmium-T	3.65	2.16
Chromium-T	136.35	120.90
Copper-T	148.56	125.51
Cyanide-T	17.08	8.28
Lead-T	28.17	20.94
Mercury-T	0.999	0.747
Nickel-T	87.27	75.75
Silver-T	23.30	19.77
Zinc-T	360.59	283.53

(c) *Discharge concentration limits and review criteria.* Discharge concentration limits and review criteria shall be as follows:

- (1) The discharge into the POTW of any materials, water or waste having a pollutant concentration greater than the limits in subsections (c)(3), (4), and (5) of this section or containing pollutants not listed in this subsection shall be subject to the review and approval of the WRA Director. After review of the proposed discharges, the WRA Director may:
 - a. Reject the waste for reasons consistent with section 9-1-5 of this article.
 - b. Require pretreatment to an acceptable pollutant concentration for discharge to the POTW.
 - c. Require control of the quantities and rates of discharge of the water or waste.
 - d. Require payment to cover the added cost of handling and treatment of water and waste or any combination thereof.
 - e. Reduce the maximum or average mass loading of present and prospective individual users on any reasonable prorated basis to meet headworks loading limits at the WRF.
 - f. Require the user to obtain a wastewater discharge permit and be subject to any of the rules and regulations contained therein.
 - g. Require the user to meet local limits when local limits are more restrictive than National Categorical Pretreatment Standards, provided that headworks loading limits are met.
 - h. Initiate enforcement action in response to any noncompliance with this article using the enforcement procedures outlined in this article.
 - i. Take any combination of the steps in subsections (c)(1)a through (c)(1)g, as appropriate.
- (2) Users discharging wastewater to the POTW whose pollutant concentrations or flows are greater than the following shall be considered industrial users for purposes of sewer charges and may be regulated or permitted by the WRA Director as appropriate:

	Pollutant	Daily Maximum (mg/l)
a.	BOD	200
b.	TSS	250
c.	COD	300
d.	O&G-T	100
e.	TKN	30
f.	NH3-N	15
g.	An average daily flow greater than 5,000 gallons or having an unusual concentration of flow.	

(3) *Pollutant limits.* Average and maximum concentration limits for users without National Categorical Pretreatment Standards for these pollutants shall be as follows:

Pollutant	Daily Maximum (mg/l)	Monthly Average (mg/l)
Arsenic-T	0.38	0.25
Cadmium-T	0.08	0.05

Chromium-T	6.43	4.29
Copper-T	10.21	6.80
Cyanide-T	0.53	0.36
Lead-T	1.43	0.95
Mercury-T	0.042	0.028
Nickel-T	7.22	4.81
O&G-T	400	—
O&G-Mineral	100	—
Silver-T	1.30	0.87
VPH	10.0	—
Zinc-T	19.64	13.09

pH range shall be not lower than 5.0 or greater than 12.0.

Temperature (liquids or vapors) shall be not greater than 150 degrees Fahrenheit at the point of entry into the POTW.

- (4) Daily maximum pollutant limits for hauled waste. Wastes delivered to the WRF by truck or rail shall not exceed the following concentrations in any load or overall daily loading limits unless otherwise approved by the WRA Director:

Pollutant	Concentration (mg/l)	Loading (pounds/day)
COD	100,000	--
O&G-T	50,000	--
VPH	10.0	--
Arsenic-T	--	0.014
Cadmium-T	--	0.93
Chromium-T	--	24.74
Copper-T	--	23.71
Cyanide-T	--	0.29
Lead-T	--	6.70
Mercury-T	--	0.12
Nickel-T	--	3.71
Silver-T	--	0.26
Zinc-T	255.0 --	87.62

pH range shall be not lower than 5.0 or greater than 12.0.

- (5) Daily maximum limit for gasoline cleanup projects. Discharge of wastewater from sites where gasoline is being removed from the soil or groundwater shall meet the following limits prior to discharge to the POTW:

Pollutant	mg/l
Benzene	0.050
BETX	0.750

- (d) No subsection of this section shall be construed to provide lesser discharge standards than are or that may be imposed and required by U.S. Environmental Protection Agency or the Iowa Department of Natural Resources, nor to allow the average allowable total loading for any pollutant at the headworks of the WRF to be exceeded.

Sec. 9-1-29 - National Categorical Pretreatment Standards.

Users subject to National Categorical Pretreatment Standards (NCPS) as contained in 40 CFR I, subchapter N, part 405-471 shall comply with the standards and applicable reporting requirements under 40 CFR 403.12. New sources of categorical discharge shall meet National Categorical Pretreatment Standards in the shortest feasible time, but in no case longer than 90 days from the commencement of discharge. Failure to comply shall be a violation of this article and subject the user to enforcement action. The WRA is required to notify all known affected categorical users of the applicable reporting requirements under 40 CFR 403.12. Failure of the WRA to notify a user shall not relieve the user of the duty, if any, to comply with National Categorical Pretreatment Standards.

Sec. 9-1-30 - State requirements.

State of Iowa requirements and limitations on discharges pursuant to this article shall apply when they are more stringent than U.S. Environmental Protection Agency or WRA requirements and limitations unless allowed by the Iowa Department of Natural Resources.

Sec. 9-1-31 - City's right of revision.

The city, acting at the direction of the WRA, reserves the right to establish more stringent limitations or requirements on discharges to the POTW than those contained in this article if deemed necessary to comply with the purpose and policy objectives presented in section 9-1-5 of this article.

Sec. 9-1-32 - Pretreatment.

- (a) A user discharging or with potential to discharge any waste into the POTW as set forth in section 9-1-27, 9-1-28 or 9-1-29 of this division shall be required by the WRA Director to construct, install and operate, at the user's sole expense, such pretreatment facilities as may be required in order to:
 - (1) Reduce the objectionable characteristics or constituents of wastewater to within the maximum limits provided for in sections 9-1-27, 9-1-28, 9-1-29, and 9-1-30 of this article.
 - (2) Control the quantities and rates of discharge of such wastewater.
 - (3) Reduce the pollutants to such concentration and flows as may be contained in the user's wastewater discharge permit.
 - (4) Prevent the discharge of liquid waste containing FOG, sand in excessive amounts, any flammable waste, or other harmful pollutants. All traps or similar devices shall be of a type and capacity needed to perform effectively and shall be readily and easily accessible for cleaning and inspection. All traps or devices shall be provided and maintained in efficient operating condition at all times. Materials removed from traps shall be considered unacceptable for disposal at the WRF unless specifically approved by the WRA Director.
- (b) All plans, specifications, technical operating data and other information pertinent to the proposed operation and maintenance of pretreatment facilities shall be reviewed and approved by the WRA Director prior to construction. Design and installation of such facilities shall be subject to the requirements of all applicable codes, chapters and laws, including local zoning regulations. The review and approval of such plans and operating procedures shall, in no way, relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the WRA Director under this article. Any subsequent changes in the pretreatment facilities or method of operations shall be reported to and be acceptable to the WRA Director prior to the user's initiations of the changes.
- (c) Users shall continuously maintain all pretreatment facilities required by this article in satisfactory and effective operating condition at the sole expense of such user.
- (d) No section contained in this article shall be construed to prevent or prohibit a separate or special agreement between the WRA and any user whereby wastewater containing waste of unusual strength, character or composition may be accepted for treatment, subject to additional payment by such user; provided, however,

that such agreement shall have the prior approval of the WRA Board, shall not conflict with the Iowa Department of Natural Resources and U.S. Environmental Protection Agency requirements, and shall be consistent with subsection 9-1-86(b) and sections 9-1-30 and 9-1-31 of this article, and subsection (f) of this section.

- (e) The WRA Director may reject any waste which, in the opinion of the Director, may cause interference or pass through.
- (f) Users shall obtain the specific approval of the WRA Director prior to discharging any waste resulting from a pretreatment facility to the POTW. The WRA Director may develop a documentation system to track the transportation and final disposition of any pretreatment waste. Pretreatment waste regulated by this subsection shall include waste generated as a result of pretreatment processes used to comply with National Pollutant Discharge Elimination System permits, air pollution permits, wastewater discharge permits, soil/groundwater reclamation processes, and pollutants resulting from a spill of any liquid or solid material or the cleanup of any such spill. Pretreatment waste is prohibited from disposal to the water of the state except as specifically permitted by the Iowa Department of Natural Resources.

Sec. 9-1-33 - Dilution prohibited.

Users shall not increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or with any other pollutant-specific limitation developed by the WRA or its Operating Contractor.

Sec. 9-1-34 - Spill containment.

- (a) Users having the ability to cause interference or pass through or to discharge a slug shall provide protection from accidental discharge to the POTW of prohibited materials or other substances regulated by this article. Facilities to prevent accidental discharge of prohibited materials shall be constructed, installed, operated and maintained at the user's sole cost and expense.
- (b) Users meeting the criteria in subsection (a) of this section shall develop a spill containment plan. The plan shall require the approval of the WRA Director and shall contain the following:
 - (1) A description of discharge practices, including non-routine batch discharges.
 - (2) A description of stored chemicals.
 - (3) Procedures for immediately notifying the WRA of slug discharges, including any that would violate the discharge prohibitions in section 9-1-27 of this division. Notification procedures shall comply with subsections (c) and (d) of this section.
 - (4) A description of procedures and structures necessary to prevent adverse impacts upon the POTW from accidental spills including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants including solvents, and/or measures and equipment for emergency response.
 - (5) A schedule for the completion or implementation of necessary procedures and structures. Complete implementation and installation of any procedures or structures shall be according to the shortest possible schedule, but in no case longer than one year. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify and operate its facility as necessary to meet the requirements of this article.
- (c) Users shall immediately telephone and notify the WRA of any accidental or deliberate discharge of pollutants which violates section 9-1-27 of this division or which is a slug load. Any discharge into the POTW of a substance which is a listed or characteristic waste under section 3001 of RCRA must be immediately reported to the U.S. Environmental Protection Agency Regional Director, the Iowa Department of Natural Resources, and the WRA. Notifications required in this subsection shall include the name of caller, location and time of discharge, pollutant concentration, volume and the corrective actions taken.

- (d) Users shall submit a written report to the WRA Director within five days following such an accidental or deliberate discharge describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Users shall submit follow-up reports as may be required by the WRA Director. Such report shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property, nor shall such report relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or otherwise. Failure to report accidental or deliberate discharges may, in addition to any other remedies available to the city, result in the revocation of the discharger's wastewater discharge permit.
- (e) Users shall control production or all discharges to the extent necessary to maintain compliance with all applicable regulations upon reduction, loss, or failure of its pretreatment facility until the facility is restored or an alternative method of pretreatment is provided. This requirement applies in the situation where, among other things, the primary source of power to the user's pretreatment facility is reduced, lost or fails.
- (f) Users required to have a spill containment plan must permanently post a notice in English and the language of common use on the user's bulletin board or other prominent place advising employees whom to call if a prohibited discharge occurs. Users shall ensure that all employees who are in a position to cause, discover, or observe such an accidental discharge are advised of the emergency notification procedures.

Sec. 9-1-35 - Treatment upsets.

Users shall inform the WRA Director within one hour of becoming aware of an upset in operations that places it in a temporary state of noncompliance with the pollutant limits in this article. Users shall provide a follow-up written report to the WRA Director within five days. The report must demonstrate that the pretreatment facility was being operated in a prudent and appropriate manner and shall contain:

- (1) A description of the upset, its cause, and impact on the user's compliance status.
- (2) The duration of noncompliance, including exact dates and times of noncompliance, and, if the noncompliance is continuing, the time by which compliance is reasonably expected to be restored.
- (3) All steps taken or planned to reduce, eliminate, and prevent recurrence of such an upset.

Sec. 9-1-36 - Treatment bypass.

- (a) Under this article, bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime.
- (b) The user may allow a bypass to occur which does not cause a violation of pretreatment standards, but only if it is for essential maintenance to ensure efficient operation.
- (c) Notification of bypass shall be submitted in accordance with the following:
 - (1) *Anticipated bypass.* If the user knows in advance of the need for a bypass, it shall submit prior written notice, at least ten days before the date of the bypass, to the WRA Director.
 - (2) *Unanticipated bypass.* The user shall immediately notify the WRA Director and submit a written report to the WRA within five days. This report shall specify the following:
 - a. A description of the bypass, its cause, and the duration.
 - b. Whether the bypass has been corrected.
 - c. The steps being taken or to be taken to reduce, eliminate and prevent a reoccurrence of the bypass.
- (d) Proper notification shall not relieve the user of liability for treatment costs and fees or other remedies as provided for in section 9-1-32 of this division.

Sec. 9-1-37 - Fees.

To provide for the recovery of costs from users of the POTW and for the implementation of the pretreatment program established by this article, the following fees are hereby established and shall be applicable to discharges by all users:

(1) All users shall be subject to the following fees and charges:

- a. The wastewater discharge permit application fee shall be \$200.00 for a class A permit, \$100.00 for a class B permit, and \$100.00 for a soil/groundwater remediation permit.
- b. The annual fee for a class A wastewater discharge permit shall be \$1,000.00.
- c. The annual fee for a class B wastewater discharge permit shall be \$400.00.
- d. The fee paid by each industrial user when an accidental discharge or slug load occurs shall be up to \$1,000.00. The fee shall reimburse the WRA for any costs incurred as a result of the discharge.
- e. The fee for sampling a user's discharge shall be \$50.00 per day when using a 24-hour automatic sampler. The fee for subsequent consecutive days and for collecting grab samples shall be \$25.00 per day. When a sampling event must be rescheduled due to failure of the user's sampling equipment or due to a sampler seal (used to detect sample tampering) being broken, a trip charge of \$25.00 and a rescheduling fee of \$50.00 shall be assessed. The trip charge fee may be waived if the user informs the WRA of sampling equipment failure prior to 8:00 a.m. of a scheduled sampling day.
- f. Laboratory analysis fees for those analyses performed by the WRA shall be as follows:

LABORATORY ANALYSIS FEES

Test	Cost/ Sample
BOD	\$ 20.00
COD	20.00
Total Organic Carbon (TOC)	20.00
TSS	10.00
pH	5.00
Oil and grease - total	35.00
Mineral/nonmineral	35.00
Nitrogen, ammonia	15.00
Nitrogen, nitrate	15.00
TKN	30.00
Phosphorous, total	25.00
Potassium	12.00
Calcium carbonate equivalent	15.00
Soil analysis, each pollutant	20.00
Phenols	28.00
Cyanide	30.00
Metals:	
Arsenic	20.00
Selenium	20.00
Mercury	25.00
Other metals (per parameter)	15.00

BETX (OA-1)	40.00
VPH (OA-1)	40.00
BETX & VPH (OA-1)	45.00
USEPA Tests:	
608 Organochlorine Pesticides & PCBs	70.00
624 Volatile Organic Compounds	140.00
625 Base/Neutral Organic Compounds	290.00
and/or	
625 Acid/Organic Compounds	290.00

g. Fees for analysis performed by laboratories other than the WRA laboratory shall be the full cost of each analysis.

- h. Fees for annual or biannual inspections of permitted users shall be \$100.00 for those holding a class A permit and \$50.00 for those holding a class B permit.
 - i. Fees for copying and mailing documents shall be \$1.00 for the initial page and \$0.25 for each additional page plus postage. No charges shall be assessed for requests for copies received from individuals or agencies served by the WRA, provided the number of pages requested does not exceed ten.
 - j. Fees for past due reminders sent each 30 days that a balance remains unpaid shall be \$5.00.
 - k. Prohibitive waste charges for each pollutant discharged in excess of permit or ordinance limits shall be \$25.00 per day for class B permit holders and \$50.00 per day for class A permit holders. High strength charges shall double if discharges are slug loads. Payment of fees does not preclude other enforcement action and may not be paid in lieu of compliance with discharge limitations.
 - l. Fees for inspection of a food service establishment as defined in Division 5 of this Article, Regulation of Fats, Oils, and Grease Discharge by Food Service Establishments, shall be \$50.00 per visit.
- (2) All users contributing wastewater in excess of the following concentrations shall be assessed a surcharge, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use:

Pollutant	Surcharge (per pound)
Suspended solids in excess of 250 mg/l	\$0.16
BOD or CBOD in excess of 200 mg/l	0.11
TKN in excess of 30 mg/l	0.61
Oil and grease in excess of 100 mg/l	0.06

Chemical oxygen demand (COD) in excess of 300 mg/l may be used at the discretion of the WRA Director in lieu of CBOD. In such case the excess COD concentration shall be multiplied by the known CBOD/COD ratio or by a ratio of two-thirds to establish an equivalent CBOD concentration.

Ammonia nitrogen (NH₃-N) in excess of 15 mg/l may be used at the discretion of the WRA Director in lieu of TKN by multiplying the excess NH₃-N concentration times two to establish an equivalent TKN concentration.

- (3) The establishment and imposition of new or different fees or charges, in addition or in substitution for those provided above in this section, shall be by ordinance amending this chapter. The amounts of the fees and charges established in this section shall be and remain in effect until such time as the WRA Board shall by resolution revise said fee amounts. Said revised fees and charges shall take effect after the WRA Board causes said resolution to be sent to this city council and thereafter causes same to be published in a newspaper of general circulation in each county in which participating communities are located.

Secs. 9-1-38 — 9-1-50 - Reserved.

DIVISION 3. - INDUSTRIAL WASTEWATER DISCHARGE PERMITS AND REPORTING REQUIREMENTS

Sec. 9-1-51 - Classes of permits.

Discharge permit classifications shall be as follows:

- (1) Class A permit issued to a user discharging 25,000 gallons per day or more of process wastewater (excludes sanitary, non-contact cooling, and boiler blowdown).
- (2) Class B permit issued to a user discharging less than 25,000 gallons per day of process wastewater.

Sec. 9-1-52 - Permit requirements.

- (a) All new industrial users shall notify the WRA Director of the nature and characteristics of their proposed discharge 180 days prior to commencing discharge. A notification form prescribed by the WRA shall be used for this purpose
- (b) Significant users shall discharge wastewater, either directly or indirectly, into the POTW only after obtaining a wastewater discharge permit from the WRA Director. Obtaining a wastewater discharge permit does not relieve a user of the obligation to obtain other permits required by federal, state, or local law.
- (c) Other users, including waste haulers, shall obtain permits as required by the WRA Director.

Sec. 9-1-53 - Permit applications; baseline monitoring reports.

Users applying for a wastewater discharge permit or submitting a baseline monitoring report shall submit the following information as required by 40 CFR 403.12 or by the WRA Director:

- (1) Users applying for a wastewater discharge permit must submit an application form prescribed by the WRA and accompanied by the application fee. All new significant users must submit such application 180 days prior to the date of any wastewater discharge. Existing users subject to new National Categorical Pretreatment Standards must, within 180 days after the effective date of the standard, submit such an application. The following information is required:
 - a. Name, address, and location of the facility, if different from the mailing address.
 - b. The name of a person or agent authorized to accept legal service of process.
 - c. Standard industrial classification (SIC) code of both the industry as a whole and any processes for which National Categorical Pretreatment Standards have been promulgated and a list of any environmental control permits held by or for the facility.
 - d. Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any federal, state, or local standards with sampling and analysis performed in accordance with Environmental Protection Agency approved methods, and meeting the following requirements:
 1. The user shall identify the pretreatment standards applicable to each regulated process if the user is a categorical user.
 2. All samples shall be representative of daily operations.

3. A minimum of four grab samples, if required, must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants required, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The WRA Director may waive flow-proportional composite sampling for any user who demonstrates that flow-proportional sampling is not feasible. In such cases, samples may be obtained through time-proportional techniques or through a minimum of four grab samples where the user demonstrates that such sampling will provide a representative sample of the effluent being discharged.
 4. Where the flow of the stream being sampled is less than or equal to 250,000 gallons per day, the user must analyze three samples within a two-week period. Where the flow of the stream being sampled is greater than 250,000 gallons per day, the user must analyze six samples within a two-week period.
 5. Samples must be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists and prior to mixing with other waste. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentrations or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA Director. Users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW.
 6. The WRA Director may allow the submission of an application which utilizes only historical data so long as the data provides information sufficient to determine the need for pretreatment.
 7. A statement indicating the time, date and place of sampling, methods of analysis, and certifying that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW shall accompany each application/baseline monitoring report unless such sampling and analysis was performed by WRF.
- e. Time and duration of all discharges.
 - f. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any.
 - g. Description of activities, facilities, and plant processes at the site, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the POTW.
 - h. The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation. The plans shall include a schematic process diagram which indicates all points of discharge to the POTW. All plans must be certified for accuracy by a professional engineer registered in the state.
 - i. Each product produced by type, amount, process and rate of production.
 - j. Type and amount of raw materials processed (average and maximum per day).
 - k. Number and type of employees and hours of operation and proposed or actual hours of operation of the pretreatment facility.
 - l. A statement, reviewed by an authorized representative of the user, as defined in section 9-1-63 of this division, and certified to by a professional engineer registered in the state, indicating whether pretreatment standards are being met on a consistent basis and if not whether additional operation and maintenance or additional pretreatment is required for the user to meet pretreatment standards and requirements.
 - m. If additional pretreatment or O&M will be required to meet pretreatment standards or requirements, the user shall supply a compliance schedule indicating the shortest time schedule

necessary to accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:

1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable, but shall not be limited to dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.
 2. No increment referred to in subsection (1)m.1 of this section shall exceed nine months, nor shall the total compliance period exceed 18 months.
 3. No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA Director, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the WRA Director.
- n. If additional pretreatment and/or operation and maintenance will be required to meet the limits on discharge into the POTW set forth in section 9-1-27, 9-1-28, and 9-1-29 of this article, or any other limits set by the WRA Director, a plan shall be provided by the user giving the shortest schedule by which the user will provide the needed equipment, operation, or maintenance changes and additions to meet such limits. The completion date in this schedule shall not be later than the compliance date established for the National Categorical Pretreatment Standards. For a compliance schedule for meeting National Categorical Pretreatment Standards the following condition shall apply:
1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required to meet the applicable National Categorical Pretreatment Standards. Such schedule shall include, where applicable, but not be limited to dates for the hiring of an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction and completing construction.
 2. No time increment in the schedule may exceed nine months.
 3. No later than 14 days after each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA Director stating whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return to the schedule established. In no case shall more than nine months elapse between such progress reports to the WRA.
- o. Any additional information required by the WRA Director to evaluate a permit application.
- (2) All applications and reports must contain the certification statement and be signed in accordance with section 9-1-63 of this division.

Sec. 9-1-54 - Report on compliance by categorical industries.

Users subject to National Categorical Pretreatment Standards shall submit a report to the WRA Director containing the information described in subsections 9-1-53(1)c, (1)d, (1)e and (1)k of this division within 90 days following the date for final compliance with applicable National Categorical Pretreatment Standards or, if a new source, following commencement of discharge. Users subject to equivalent mass or concentration limits shall provide a reasonable measure of the user's long-term production rate. For all other users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production or other measure of operation, this report shall include the user's actual production during the appropriate sampling

period. All reports must contain the certification statement and be signed in accordance with section 9-1-63 of this division.

Sec. 9-1-55 - Permit contents.

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the WRA Director to prevent pass through or interference; protect the quality of the water body receiving effluent from the POTW; protect worker health and safety; facilitate the WRA's sludge management and disposal program; protect ambient air quality; and protect against damage to the POTW. The WRA Director may include the following items in the permit, and such additional items as the Director determines necessary or prudent:

- (1) Limits on the average or maximum rate of discharge, time of discharge, or requirements for flow regulation and equalization.
- (2) Limits on the average or maximum concentration, mass, or other measure of identified wastewater constituents or properties.
- (3) Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW.
- (4) Development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or prohibited discharges.
- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW.
- (6) Requirements for installation and maintenance of inspection, sampling, and flow monitoring facilities and equipment for each separate discharge into the POTW.
- (7) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
- (8) Compliance schedules.
- (9) Requirements for submission of technical reports or discharge reports and which may include production data.
- (10) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the WRA Director and affording the Director or the Director's representatives access thereto.
- (11) Requirements for the notification of any substantial change in the manufacturing processes, pretreatment processes, quantity or quality of waste discharged to the POTW 90 days prior to such change. The WRA Director shall approve, deny or condition a changed discharge prior to a change occurring in accordance with subsection 9-1-26(a)(4) of this article.
- (12) Requirements for notification of excessive, accidental, or slug discharges.
- (13) Other conditions as deemed appropriate by the WRA Director to ensure compliance with this article, and state and federal laws, rules, and regulations.
- (14) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal pretreatment standards, including those which become effective during the term of the permit.

Sec. 9-1-56 - Permit duration and renewal.

Permits required under this division shall be issued for a specified time period, not to exceed five years. Permit fees shall be due annually to the WRA regardless of the term of the permit. Permitted users shall apply for a new permit by submitting a completed permit application a minimum of 90 days prior to the expiration of the user's existing permit.

Sec. 9-1-57 - Continuation of expired permits.

Expired permits issued pursuant to this division shall remain effective and enforceable until the permit is reissued unless the user is notified of permit termination by the WRA Director.

Sec. 9-1-58 - Permit modifications.

- (a) The WRA Director may modify the permit issued pursuant to this division for good cause, including but not limited to the following:
- (1) To incorporate any new or revised federal, state, or local pretreatment standard or requirement. After becoming aware of more stringent standards or requirements, the WRA will, as necessary, update permits within 90 days;
 - (2) To make material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit;
 - (3) To make a change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
 - (4) Upon receipt of information indicating that the permitted discharge poses a threat to the POTW, to the city, the WRA or Operating Contractor personnel, or to the receiving water;
 - (5) Upon occurrence of a violation of any terms or conditions of the permit;
 - (6) Misrepresentation of, or grant of variance from, such categorical standards pursuant to 40 CFR 403.13;
 - (7) To correct typographical or other errors in the permit;
 - (8) To reflect transfer of ownership or operation of the permitted facility to a new owner or operator; or
 - (9) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.
- (b) The filing of a request by the permittee for permit modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance shall not have the effect of staying or delaying the implementation or effective date of any permit condition.

Sec. 9-1-59 - Permit transfer.

An industrial wastewater discharge permit is not transferable to any other person or entity. A new owner or operator must apply for a new wastewater discharge permit 60 days prior to taking ownership or undertaking operation of a permitted facility.

Sec. 9-1-60 - Denial of permit.

The WRA Director may deny a wastewater discharge permit to any user whose discharge of material to the POTW, whether shown upon application, including test results submitted by the applicant, or determined after inspection or testing conducted by the WRA or its Operating Contractor, is not in conformity with this article or whose application is incomplete or does not comply with the requirements of section 9-1-53 of this division.

Sec. 9-1-61 - Permit violations.

Any violation of the terms, conditions, or limits of a user's wastewater discharge permit shall be deemed a violation of this article and shall subject the user to all enforcement procedures outlined in this article.

Sec. 9-1-62 - Periodic compliance reports.

Under this division, periodic compliance reports are required as follows:

- (1) Significant users shall submit to the WRA Director, during the months of January and July, a report indicating the nature, concentration, and flow of pollutants in the effluent which are limited by permit or pretreatment standards for the preceding six-month period. This report shall include a record of the monthly average flows and the daily flow for each analysis date during the reporting period. At the discretion of the WRA Director and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the WRA Director may agree to alter the months during which the reports are to be submitted. More frequent reports may be required by the WRA Director.
- (2) The WRA Director may impose mass limitations on users. In such cases, the report required by subsection (1) of this section shall indicate the mass of pollutants regulated by pretreatment standards in the effluent

of the user. All analyses shall be performed using Environmental Protection Agency approved methods using sampling techniques approved by the Iowa Department of Natural Resources.

- (3) Users shall meet the certification and signatory requirements in section 9-1-63 of this division for each report submitted under this section. Where the WRA itself collects all the information required for the report, including flow data, the industrial user will not be required to submit a periodic compliance report.
- (4) A user must notify the WRA Director of all violations identified as a result of self-monitoring to the POTW by telephone, during normal business hours, within 24 hours of the time the user becomes aware of such violation. The user must also submit the results of repeat analyses to the WRA within 30 days after becoming aware of the violation, together with a complete report on all steps taken to resolve the violation. The user need not repeat the analyses if:
 - a. The WRA performs sampling of the industrial user at a frequency of at least once per month; or
 - b. The WRA performs sampling of the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.
- (5) A user who monitors any pollutant more frequently than required by the WRA or who self-monitors in addition to WRA monitoring, using Environmental Protection Agency methods or standard methods, shall report the monitoring results to the WRA Director in accordance with subsections (1), (3) and (4) of this section.

Sec. 9-1-63 - Certification and signatory requirements.

- (a) All applications or reports submitted by a user pursuant to this division shall contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- (b) All applications and reports shall be signed by an authorized representative of the user as defined in section 9-1-1 of this article. A user shall maintain a current and accurate authorization on file with the WRA Director.

Sec. 9-1-64 - Monitoring facilities.

- (a) When required by the WRA Director pursuant to this division, each permitted user shall at its expense provide and operate monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer or internal drainage systems. The WRA Director may require the placement of such monitoring facilities at the end of each process where pollutants are used, produced, or treated. The monitoring facility should normally be situated on the user's premises and located so that it will not be obstructed by landscaping or parked vehicles.
- (b) When required by the wastewater discharge permit and within 90 days of written notification, a user shall install a sampling chamber for each separate discharge of the building sewer in accordance with plans and specification approved by the WRA Director. A user shall provide ample room in or near such sampling chamber to allow accurate sampling and preparation of samples for analysis. Each user shall at its expense maintain all sampling and measuring equipment in a safe and proper operating condition at all times, which equipment shall be safely, easily and independently accessible to authorized representatives of the WRA. Users shall certify all flow measuring devices to be in proper working condition at a frequency specified in the permit or in writing by the WRA Director, using a qualified technician acceptable to the WRA Director. Sampling shall be in accordance with the following:
 - (1) Each sampling chamber shall contain a flume unless another device is approved by the WRA Director, with a recording and totalizing device for measurement of the liquid quantity.
 - (2) At the discretion of the WRA Director, metered water supply to a user may be used as the volume quantity where it is substantiated that the metered water supply and waste quantities are approximately the same,

or where a measurable adjustment agreed to by the Director is made in the metered water supply to determine the liquid waste quantity. Separate meters may be used to subtract water which is not discharged to the POTW or is discharged to a sewer other than the sampled location.

- (3) Samples shall be taken at a frequency and volume determined by the WRA Director and shall be properly refrigerated and preserved in accordance with Environmental Protection Agency approved methods. The sample shall be composited in proportion to the flow for a representative 24-hour sample. A time proportioned 24-hour sample may be used if flow proportioned sampling is determined by the WRA Director to be impractical. Grab samples shall be used where appropriate.
- (c) A user must inform the WRA Director prior to breaking a sampler seal, used by the WRA to detect sample tampering, unless necessary to prevent loss of life, personal injury, or severe property damage. A user shall not place additional seals or locks upon a sampler which may be used by the WRA without first obtaining approval from the WRA Director.

Sec. 9-1-65 - Inspection, sampling and recordkeeping authority.

Under this division, users shall be deemed to have given the following authorities to the WRA and its Operating Contractor:

- (1) Users shall permit authorized representatives or agents of the WRA to enter upon all properties and all parts of the premises, or upon properties of users with wastewater discharge permits, for the purposes of inspection, sampling, records examination, records copying, or the performance of any of their duties. This shall include the right to set up, on the user's property, such devices as are necessary to conduct sampling, inspection, compliance monitoring, or metering operations as may be required in pursuance of the implementation and enforcement of this article.
- (2) Where a user has security measures in force which would require proper identification and clearance before entry into the premises, the user shall make necessary arrangements in the security measures so that, upon presentation of suitable identification, WRA or Operating Contractor personnel will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
- (3) All users subject to any of the reporting requirements of this article shall maintain copies of reports and records of all information as required in 40 CFR 403.12(o) resulting from any monitoring activities required by this article for a minimum of three years and shall make such records available for inspection and copying by the WRA and its Operating Contractor. This period of retention shall be extended until the completion of any unresolved negotiation, hearing, or litigation involving a purported violation.

Sec. 9-1-66 - Confidential documents, data and information.

- (a) Except as provided in this section, documents, data and information obtained from user reports, questionnaires, permit applications and inspections pursuant to this division shall be made available to the public or other governmental agencies without restriction. If the user specifically requests and is able to demonstrate that the release of such information would divulge information concerning processes or methods of production entitled to protection under law as trade secrets of the user or would give advantage to competitors and serve no public purpose, the WRA Director may determine that such information should be kept confidential and not made available for public examination, but such information shall be available to the U.S. Environmental Protection Agency or the Iowa Department of Natural Resources.
- (b) Decisions by the WRA Director to deny confidential status for information may be appealed using the procedures in section 9-1-67 of this division. In determining whether information is confidential, the provisions of I.C. ch. 22 shall prevail.
- (c) Effluent data and enforcement actions by the WRA or its Operating Contractor will not be considered confidential records or information.

Sec. 9-1-67 - Appeal of denial of confidential status and request for examination or copying of records.

- (a) Any person aggrieved by the WRA Director's decision to release information or data obtained as provided in subsection 9-1-66(a) of this division and who can demonstrate a direct and substantial interest in the information or data sought to be kept confidential may appeal the WRA Director's decision. A request for

appeal shall be filed in writing with the WRA Director not less than five days after the WRA Director's decision to deny confidential status to such information or data. The appeal request shall include a statement of the basis upon which the request for confidential status is made, as well as the appealing party's interest in the information or data sought to be kept confidential. The WRA Director may request additional information from the appealing party.

- (b) Based upon the information provided by the appealing party, the WRA Director shall make a determination with respect to the confidentiality of the information or data at issue. The WRA Director shall notify the parties, in writing, of the WRA Director's decision within 7 days after receipt of the appeal.
- (c) If still aggrieved by the WRA Director's determination on appeal, a party may file an action in Polk County district court, seeking a declaratory ruling with respect to the confidentiality of such documents, data and information, or seeking an injunction to prevent the disclosure of same.
- (d) During the pendency of an appeal to the WRA Director, the documents, data or information at issue shall be kept confidential. However, if during the pendency of such appeal or at any time, a request for examination or copying of such documents, data or information is made of the WRA or its Operating Contractor pursuant to I.C. ch. 22, the WRA or its Operating Contractor will notify the appealing party of such request for disclosure and will keep confidential the requested documents, data or information, pending action by the appealing party to defend its confidentiality request. In that notification, the appealing party requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County district court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such documents, data or information. If the appealing party fails to initiate suit within the time requested, the WRA Director shall release the documents, data or information at issue for public examination.
- (e) If during the pendency of such appeal, a lawsuit is initiated pursuant to I.C. ch. 22 or action before the Iowa Public Information Board seeking the release of such documents, data or information, the appealing party shall take action to defend its confidentiality request in said lawsuit. If the appealing party fails to defend its confidentiality request in said suit, the WRA Director shall release the documents, data or information at issue for public examination.

Secs. 9-1-68 to 9-1-80 - Reserved.

DIVISION 4. - ENFORCEMENT OF INDUSTRIAL WASTEWATER REGULATIONS

Sec. 9-1-81 - Public notification of significant noncompliance.

The WRA will annually publish, in the largest daily newspaper published in the WRA community, a list of users who at any time during the previous 12 months were in significant noncompliance as defined in section 9-1-82 of this division.

Sec. 9-1-82 - Significant noncompliance.

- (a) Any violation of pretreatment requirements under this article (i.e. including but not limited to those relating to limits, sampling, analysis, reporting, meeting compliance schedules, and regulatory deadlines) is an instance of noncompliance for which the user is liable for enforcement, including penalties and injunctive relief. Instances of significant noncompliance are user violations which meet one or more of the following criteria:
 - (1) Violations of wastewater discharge limits as follows:
 - a. Chronic violations. Sixty-six percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six-month period (any magnitude of exceedance).
 - b. Technical review criteria (TRC) violations. Thirty-three percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six-month period. (e.g., limit x TRC = the point at which a violation becomes a TRC violation). There are two groups of TRCs as follow:

Group I for conventional pollutants (BOD, TSS, FOG)	TRC = 1.4
Group II for all other pollutants	TRC = 1.2

- c. Any other violation of a wastewater discharge permit limit (average or daily maximum) that the WRA Director believes has caused, alone or in combination with other discharges, interference, including slug loads, or pass through or which endangers the health of city, WRA or Operating Contractor personnel or the public.
 - d. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the WRA's exercise of its emergency authority to halt or prevent such a discharge.
- (2) Violations of compliance schedule milestones, contained in a wastewater discharge permit or enforcement order, for starting construction, completing construction, or attaining final compliance by 90 days or more after the schedule date.
- (3) Failure to provide reports for compliance schedules, self-monitoring data, or any other report required by the WRA within 45 days from the due date.
- (4) Failure to accurately report noncompliance.
- (5) Any other violation or group of violations, which may include a violation of Best Management Practices, that the WRA Director considers to be significant.
- (b) When a user is in significant noncompliance, the WRA Director is directed to:
 - (1) Report the information to the Iowa Department of Natural Resources as part of the annual pretreatment performance summary of permitted user noncompliance.
 - (2) Include the user in the annual public notification according to section 9-1-81 of this division.
 - (3) Address significant noncompliance through appropriate enforcement actions or document in a timely manner the reasons for withholding enforcement.

Sec. 9-1-83 - Administrative actions.

- (a) The WRA Director may issue a written notice to the user giving the specific nature of violations which shall include the frequency, magnitude and impact of the violation upon the POTW. The notice may also include the following:
 - (1) An order requiring a plan of action for preventing reoccurrence of the violation.
 - (2) An order requiring specific action for accomplishing remediation.
 - (3) An order requiring the user to respond in writing within 30 days.
- (b) The WRA Director is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the user responsible for any noncompliance. Such orders will include specific action to be taken by the user to correct noncompliance within a time period specified by the order.
- (c) The WRA Director may issue enforceable orders or schedules to require compliance with pretreatment standards including appropriate interim limits. Such orders and schedules may be incorporated as a revision to an existing wastewater discharge permit and shall not require the consent of the user.

Sec. 9-1-84 - Actions authorized.

- (a) Where there has been noncompliance with any section of this article, the WRA Director may request the WRA Operating Contractor's attorney, or the attorney retained by the WRA for that purpose, to bring an action in equity or at law to seek the issuance of a preliminary or permanent injunction, or both, or such other relief as may be appropriate, to compel the user's compliance with this article.
- (b) In addition to other remedies provided under this section or other sections of this article, in any action brought at the request of the WRA Director to enforce this article, the WRA Operating Contractor's attorney or the attorney retained by the WRA is authorized to seek to recover all actual damages suffered by the city or the WRA, including all actual damages and losses related to costs of repair and remediation of the POTW, costs of investigation and administration reasonably related to any particular violation and attorneys' fees.

Sec. 9-1-85 - Civil penalties.

- (a) Each violation of any section of this article or of a permit issued under this article is declared to be a municipal infraction. Each day that a violation of a section of this article continues, and each day that a violation of a permit issued under this article continues, shall be considered a separate municipal infraction.
- (b) Any person who knowingly makes a false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article or a wastewater discharge permit, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this article, commits a municipal infraction punishable by a civil penalty as hereafter provided by section of this Code.
- (c) Any person who fails to perform an act required by the provisions of this article, or who commits an act prohibited by the provisions of this article, commits an environmental violation and shall be guilty of a municipal infraction, punishable by a civil penalty as provided by section 1-3 of this Code. Violation of a pretreatment standard or requirement referred to in 40 CFR 403.8 is an environmental violation punishable by a civil penalty as provided by section 1-3 of this Code.

Sec. 9-1-86 - Performance bonds.

The WRA Director may decline to reissue a permit to any user who has failed to comply with this article or any order or previous permit issued under this article unless such user first files a satisfactory bond payable to the WRA in a sum not to exceed the value determined by the WRA Director to be necessary to achieve compliance giving due consideration to the number and magnitude of previous violations, potential need for remediation and stating the reasons which support the amount of bond in a written order directed to the user, but in no case shall the bond be required to be greater than \$100,000.00. The user shall use a bond form prescribed by the WRA.

Sec. 9-1-87 - Revocation of discharge permit; termination of sewer service.

- (a) *Grounds for revocation of discharge permit and/or for termination of sewer service.* Any user who violates this article, any condition of its wastewater discharge permit, or any of the following is subject to having its discharge permit revoked and/or its sewer service terminated in accordance with the procedures of this section:
 - (1) Failure to accurately report the wastewater constituents and characteristics of its discharge.
 - (2) Failure of the user to report substantial changes in process activity or in volume or character of pollutants being discharged into the POTW at least 90 days prior to such change.
 - (3) Tampering with monitoring equipment.
 - (4) Refusal to allow reasonable access by WRA or Operating Contractor personnel to the user's premises for the purpose of inspection, monitoring, or sampling.
 - (5) Violation of permit conditions.
 - (6) Failure to report an upset, failure, or bypass of the user's pretreatment facilities.
 - (7) Failure to pay fines, fees, or sewer user charges.
 - (8) Failure to follow enforcement orders or compliance schedules.
 - (9) Failure to correct a condition that impedes or alters the WRA's ability to monitor the user's discharge or has the potential to cause interference or pass through.
 - (10) Failure to obtain a wastewater discharge permit as required by this article after notification by the WRA Director that such permit is required.
- (b) *Procedure for revocation of discharge permit and for termination of sewer service.* The procedure for revocation of a discharge permit and termination of sewer service shall be as follows:
 - (1) Any permit issued to a user pursuant to this article may be revoked, and sewer service terminated, by written order of the WRA Director, specifying the grounds for such revocation and termination as outlined in subsection (a) of this section, which order shall not take effect until hearing thereon as hereafter

provided. Upon determining that grounds exist for an order to revoke a user's discharge permit and terminate sewer service, the WRA Director shall cause a notice of hearing to be prepared, specifying the violations of subsection (a) of this section which are deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the user by regular mail addressed to the user's address listed on the wastewater discharge permit a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.

- (2) Sewer service may be terminated by written order of the WRA Director, specifying the grounds for such revocation and termination as outlined in subsection (a)(10) of this section, which order shall not take effect until hearing thereon as hereafter provided. Upon determining that grounds exist for an order to terminate sewer service, the WRA Director shall cause a notice of hearing to be prepared, specifying the violation of subsection (a)(10) of this section which is deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the user by regular mail addressed to the user's address a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.
- (3) If after such a hearing the WRA Director makes a finding based on substantial evidence that violations under subsection (a) of this section have occurred as alleged, the Director may issue an order immediately revoking the permit, if a permit had previously been issued, and terminating sewer service to the user's premises. The determination to revoke such permit and terminate service, shall be in the discretion of WRA Director and shall be dependent upon the circumstances surrounding the user's violations of subsection (a) of this section and the severity of those violations. If the user does not appear for the hearing, the WRA Director shall issue the order revoking the discharge permit and/or terminating sewer service, which shall take effect immediately.
- (4) The decision and order of the WRA Director to revoke the permit of a user may be appealed to the WRA Appeal Committee. Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to WRA not less than ten days after the Director's entry of the order of revocation of permit and/or termination of sewer service. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
Des Moines Metropolitan Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

The chair of the Appeal Committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing user. Such appeal shall be decided by majority vote of the Appeal Committee. If the Appeal Committee affirms the order of the WRA Director revoking the permit and/or terminating sewer service, the Appeal Committee shall so state and order in its written decision.

- (5) A user whose permit has been revoked shall not be eligible for another permit until 30 days after the violating conditions have been corrected to the satisfaction of the WRA Director.
- (6) Upon determination by the WRA Director that the user's sewer service connection to the POTW be terminated, the Director's written order shall be sent to the city/county public works department who shall cause the user's connection to the sewer to be severed or plugged. The manner of severance and procedure for disconnection shall be determined by the city/county public works department. Upon completion of the disconnection, the city/county public works department shall certify to the WRA Director the city/county's cost to disconnect the user's sewer service. Upon receipt of such certification of costs, the WRA Director shall forward to the user whose service was disconnected by registered mail return receipt requested, certified mail, or personal service a bill for the cost of making the disconnection, including all costs for labor and materials, and a service charge of \$100.00 for WRA supervision.
- (7) Any building at which sewer service is disconnected as herein provided shall be inspected by the city/county building official and if appropriate shall be red-tagged as unfit for human occupancy.

Sec. 9-1-88 - Reserved.

Sec. 9-1-89 - Reinstatement of service.

If service is severed pursuant to this division, the service may be reinstated in the following manner:

- (1) Upon payment to the WRA of any delinquency in full, supervision fee of \$100.00, and an inspection by the WRA Director to determine whether the original cause for termination has been corrected, the WRA will issue a permit for reconnection of the building service line to the POTW. Such reconnection costs, plus inspection fees for the city in accordance with this Code, shall be at the sole expense of the user.
- (2) Upon reconnection and payment of all costs described in subsection (1) of this section, the city/county, through its agents, shall remove the red tag from the building, and the building shall, so far as the city is concerned, be fit for human occupancy.

Sec. 9-1-90 - Emergency disconnection of service.

- (a) *Conditions for immediate disconnection of service.* The WRA Director may, after informal notice, suspend the wastewater discharge permit of, and sewer service to, a user whenever such suspension is necessary in order to stop an actual or threatened discharge presenting or causing an imminent or substantial endangerment to the health or welfare of persons, the POTW, or the environment.
- (b) *Procedure for immediate disconnection.* The procedure for immediate disconnection shall be as follows:
 - (1) When the WRA Director determines that a discharge as described in subsection (a) of this section exists, an oral order shall be issued, followed immediately by a written order, to the user stating the problem and requiring immediate cessation of the discharge. A user orally notified of a suspension of its wastewater permit or sewer service shall immediately stop or eliminate all discharges. If a user fails to immediately and voluntarily comply with the suspension order, the WRA Director shall take immediate action to eliminate the discharge, including disconnection from the POTW. Methods of informal notice to a user shall include but not be limited to any of the following: personal conversations between user and personnel or the WRA or its Operating Contractor, telephone calls, letters, hand-delivered messages or notices posted at the user's premises or point of discharge.
 - (2) A user responsible, in whole or in part, for imminent endangerment shall submit to the WRA Director, prior to the hearing described in subsection 9-1-87(b) of this division, a detailed written report describing the causes of the endangerment and the measures taken to prevent any future occurrence.

Sec. 9-1-91 - Elimination of discharge; reinstatement of permit.

A user notified by the WRA Director of revocation of its discharge permit and/or disconnection of its sewer service under section 9-1-87 or 9-1-90 of this division shall immediately cease discharging wastewater to the POTW. If the user fails to comply voluntarily with the revocation and/or disconnection order, the city/county shall take such steps as are deemed necessary by the WRA, including immediate severance of the sewer connection. The WRA Director shall reinstate the wastewater discharge permit or the sewer service upon proof of the elimination of the non-complying discharge.

Sec. 9-1-92 - Additional remedies.

- (a) In addition to remedies available to the WRA set forth elsewhere in this article, if the WRA is fined by the Iowa Department of Natural Resources or the U.S. Environmental Protection Agency for violations of the National Pollutant Discharge Elimination System permit for the WRF, or for violations of water quality standards as the result of a discharge of pollutants by an identifiable user, the fine, and all legal, sampling, analytical testing costs and any other related costs, shall be charged to the responsible user. Such charge shall be in addition to any other remedies the WRA may have under this article at law or in equity.
- (b) If the discharge from any user results in a deposit, obstruction, damage or other impairment to the POTW, the user shall become liable to the city/county and/or the WRA for any expense, loss, or damage caused by the violations or discharge. The WRA may add to the user's charges and fees the costs incurred by the WRA and by the city/county for any cleaning, repair, or replacement work caused by the violations or discharge.

- (c) The remedies provided in this article shall not be exclusive, and the WRA may seek whatever other remedies are authorized by statute, at law or in equity against any persons violating this article.
- (d) In addition to any other remedies provided in this article, the city/county and/or the WRA may initiate an action, either in law or in equity, to obtain an injunction against further violations of this article and for judgment for all costs incurred by the city and/or the WRA occasioned by the user's violation of any requirements of this article.

Sec. 9-1-93 - Notices to the WRA, the WRA Board, the WRA Director or the WRA Appeal Committee.

Notices which are required to be given or which may be given to the WRA, the WRA Board, the WRA Director or the WRA Appeal Committee, as provided in this article, shall be mailed to such entity, body or person at the following address:

Des Moines Metropolitan Wastewater Reclamation Authority
Des Moines Wastewater Reclamation Facility
3000 Vandalia Road
Des Moines, Iowa 50317

Secs. 9-1-94 to 9-1-110 - Reserved.

DIVISION 5. - REGULATION OF FAT, OIL, AND GREASE DISCHARGE BY FOOD SERVICE ESTABLISHMENTS

Sec. 9-1-111 - Purpose.

The purpose of this section shall be to aid in the prevention of sanitary sewer blockages and obstructions from contribution and accumulation of fat, oil, and grease (FOG) into the POTW. Such discharges from commercial kitchens, restaurants, food processing facilities and all other establishments, where fat, oil, and grease of vegetable or animal origin are discharged directly or indirectly into the POTW, can contribute to line blockages and/or spills in violation of Title 40, Code of Federal Regulations 40 CFR, Part 403.

Sec. 9-1-112 - Definitions.

The definitions found in section 9-1-1 shall apply to the provisions of this division, provided however that the following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Best management practices or *BMPs* means and includes schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. For purposes of this division, *best management practices* include procedures and practices that reduce the discharge of FOG to the building sewer, to the city sanitary sewer system and to the POTW.

Design liquid depth means the maximum depth of liquid when the tank is filled with water.

Effective date means the date set forth in section 9-1-113 upon which the regulatory provisions of this division take effect.

Food service establishment or *FSE* means an operation or enterprise that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. Such facilities may include, but are not limited to, those that process meat or other food ingredients as an intermediate step or for final human consumption, food service operations in a summer camp, residential substance abuse treatment facility, halfway house, correctional facility, school, restaurant, commercial kitchen, caterer, church, hotel, bars, hospital, prison, care institution or similar facility.

Grease interceptor means a tank that serves one or more fixtures and is remotely located. Grease interceptors include, but are not limited to, tanks that capture wastewater from dishwashers, garbage disposals, floor drains, pot and pan sinks and trenches as allowed by local plumbing codes. For purposes of this division, a grease interceptor is a multi-compartment tank located underground outside of a building that reduces the amount of FOG in wastewater prior to its discharge into the POTW.

Grease trap means a device designed to retain grease from one to a maximum of four fixtures. Not all grease traps are approved by the manufacturer for use on heated water (e.g., dishwasher) or in-line to a waste disposal unit (e.g., garbage disposal and grinders). For purposes of this division, a grease trap is a small device located within a building.

Minimum design capability means the design features of a grease interceptor and its ability or volume required to effectively intercept and retain greases from grease-laden wastewaters discharged to the POTW.

Non-routine inspection means an impromptu, unscheduled inspection of an FSE made without prior notification or arrangement.

Routine inspection means an inspection of an FSE which is scheduled in advance or according to a pre-arranged schedule.

User as used in this division has the same meaning as the definition in section 9-1-1, but also includes persons who discharge wastewater to the POTW from mobile sources, such as mobile food vendors.

Sec. 9-1-113 - Effective date of FOG regulations.

The provisions of this division shall be effective on and after July 1, 2022.

Sec. 9-1-114 - Grease interceptor installation required after effective date.

The owner of a building or facility in which as FSE is located, and the owner or operator of an FSE shall be required to install an approved grease interceptor, and to thereafter operate and maintain same as provided in this division.

Sec. 9-1-115 - Exemption from grease interceptor installation requirement for existing facilities.

The requirements of section 9-1-114 shall not apply to that portion of a building or facility within which an FSE is in existence on the effective date if:

- (1) The FSE has an existing grease interceptor or grease trap in place as of the effective date and provided that (1) the owner or occupant of the FSE continues to use the interceptor or trap, (2) the interceptor or trap is of sufficient capacity and design, and (3) the interceptor or trap is operated and maintained so as to comply with FOG discharge limits; and
- (2) Any repair, remodeling or renovation of the wastewater plumbing system in the existing FSE involves only (1) the repair of leaks or the clearing of stoppages in drains, soil, waste or vent piping, or (2) the removal and reinstallation of a sink, toilet or hot water heater; provided that such work does not involve replacement, rearrangement or moving of wastewater pipes floor sinks, drainage fixtures or grease traps; and
- (3) None of the following conditions are present:
 - a. A building or facility exists on the effective date and is thereafter expanded or renovated, or a portion thereof, to include an FSE where such FSE did not previously exist; or
 - b. An FSE exists on the effective date within a building or facility, or portion of a building or facility, and application is thereafter made for a building permit(s) for such building or facility with valuation of \$50,000.00 or more within a 12-month period; or
 - c. A building or facility, or portion thereof, that contained an FSE on the effective date but in which an FSE ceases to operate for one year or more, as determined by Iowa Department of Inspections & Appeals, Food and Consumer Safety Bureau records.

Sec. 9-1-116. - Compliance procedures.

- (a) After the effective date, any permitted construction under section 9-1-114 shall be deemed compliant upon issuance of a certificate of compliance or certificate of occupancy for such construction by the city building official or designee.

- (b) An FSE shall be deemed compliant, unless the WRA Director or local building official or designee determines that an existing grease trap or grease interceptor is incapable of adequately retaining FOG. In such cases, the Director may order the FSE to install an adequate grease interceptor within a specified time period if:
 - (1) The FSE is found to contribute FOG in quantities above FOG discharge limits; or
 - (2) The FSE discharges necessitate increased maintenance on the publicly owned treatment works (POTW) in order to keep stoppages from occurring therein; or
 - (3) The FSE's discharge to the POTW is at anytime determined to exceed 400 mg/l total FOG.
- (c) An order directing an existing FSE or the owner or operator of the FSE or the owner of the building or facility in which the FSE is located to install a grease interceptor shall be in writing from the WRA Director in the form of a notice of violation including a corrective action order, as provided in section 9-1-123 of this division.
- (d) FSEs or owners of buildings or facilities within which an FSE is located which are unable to install or replace a grease interceptor due to exceptional physical constraints or economic hardship may appeal to the WRA Director for approval of an alternative grease control technology by requesting a hearing in accordance with the provisions of this division. Such requests shall be submitted in writing and shall include detailed descriptions of the FSE's physical or financial constraints and the alternative grease control technology which it proposes to install and utilize.
 - (1) In order to demonstrate exceptional economic hardship, the owner or operator of the FSE shall submit to the WRA Director balance sheets and profit and loss statements for FSE for the preceding three years. A new FSE shall submit profit/loss projections or a detailed business plan with projections for 24 months. Each request shall be evaluated on a case-by-case basis.
 - (2) Notwithstanding approval of alternative grease control technology, when the WRA Director determines that such alternative is not performing adequately, the FSE or owner of the building or facility in which the FSE is located shall be required to take additional grease control measures, which may include the installation of a grease interceptor.
 - (3) In order to demonstrate exceptional physical site constraints preventing the installation of a grease interceptor, the owner or operator of the FSE or owner of the building or facility in which the FSE is located shall submit to the WRA Director documentation and plats showing the location of city/county sanitary sewer and any private easements in relation to the building sewer for the building housing the FSE, and showing available space inside or outside the building and drawings of existing plumbing at or in a site that uses common plumbing for all services at that site.
 - (4) An FSE that is given an exemption from installing a properly sized grease interceptor is prohibited from installing or using a dishwasher or garbage disposal without approval of the Director and must comply with the conditions of such approval, if any.

Sec. 9-1-117 - Installation of grease interceptors and grease traps.

Grease interceptors and grease traps, when required, shall be installed as follows:

- (1) Grease interceptors and grease traps shall be installed at the expense of the owner or operator of the FSE or owner of the building or facility in which the FSE is located which is contributing wastewater to the POTW.
- (2) All wastewater streams containing FOG or reasonably likely to contain FOG within FSEs or other FOG generating operations shall be directed into one or more appropriately sized grease interceptor before discharge to the POTW. Grease interceptors shall be either sized by adding the peak design flow rates for all fixtures leading to the grease interceptor and allowing a minimum retention time of 30 minutes or as follows:

Grease Interceptor Sizing

1. Peak meals per hour
 - a. Seating capacity of FSE
 - b. Occupancy of FSE _____ *
 - c. Seating or occupancy x meal factor of 1.3 (45 minute meal) or 1.0 (intermittent-use FSEs)
= Peak meals per hour

* Church: include all area(s) used for meal service

* Assisted Living / nursing facility: equal to maximum number of residents (per State license)

2. Waste flow rate, gallons of flow
 - a. Commercial, equipped kitchen with dishwasher & one garbage disposal* 7
 - b. Commercial, equipped kitchen with dishwasher, no garbage disposal 6
 - c. Commercial, equipped kitchen with no dishwasher, one garbage disposal* 6
 - d. Commercial, equipped kitchen with no dishwasher, no garbage disposal 5
 - e. Single service kitchen** 2

* Each additional garbage disposal, add one (1) gallon
 ** Single service kitchen = no garbage disposal, no dishwasher and all service is single use
3. Retention time, hours
 - a. Commercial kitchen 2.5
 - b. Single service kitchen 1.5
4. Storage factor
 - a. Commercial kitchen up to 8 hours of operation 1
 - b. Commercial kitchen up to 12 hours of operation 1.5
 - c. Commercial kitchen up to 16 hours of operation 2
 - d. Commercial kitchen up to 20 hours of operation 2.5
 - e. Commercial kitchen up to 24 hours of operation 3
 - f. Single service kitchen 1.5

Peak Meals per Hour	X	Waste Flow Rate	X	Retention Time	X	Storage Factor	=	Calculated Interceptor Size
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- (3) Concrete grease interceptors whether precast or poured in place, shall be designed and manufactured in accordance with ASTM C 1613-08 Standard Specification for Precast Concrete Grease Interceptor Tanks or IAPMO/ANSI Z1001 Grease Interceptors and shall be installed in accordance with the codes adopted by the jurisdiction in which the FSE is located. Where no code is adopted, the construction and installation shall be in accordance with the Iowa State Plumbing Code and this division. Grease interceptors using materials other than concrete require approval by the Director, and shall comply with the conditions of such approval, if any.
- (4) The building official or other designated official of the governmental subdivision within which the FSE is located shall inspect each grease interceptor installation made pursuant to this division, shall review all relevant information regarding the rated performance of the grease interceptor, and the building plan and facility site plan for the building and site where the grease interceptor has been installed, and shall approve such grease interceptor installation upon determination that the grease interceptor meets all applicable standards and requirements.
- (5) Grease interceptors shall have a minimum capacity of 1,000 gallons and shall not exceed 5,000 gallons for a single unit. Where a capacity greater than 5,000 gallons is required, several smaller units shall be installed in series, however the capacity shall not exceed 10,000 gallons for any single series of interceptors without approval of the Director.
- (6) Grease interceptors shall be installed outside the building housing the FSE and below surface grade, and shall have access manholes, with a minimum diameter of 24 inches, over each chamber and sanitary tee. Access manholes shall extend from the grease interceptor to at least the finished surface grade and be designed and maintained to prevent storm or surface water inflow and groundwater infiltration. The manholes shall also have readily removable covers to facilitate inspection and grease removal.
- (7) Sewer lines which are not grease laden, which are not likely to contain FOG, or which contain sanitary wastes shall not be connected to a grease interceptor.

- (8) Grease interceptors shall be equipped with an accessible discharge sampling port with a minimum six-inch diameter, which shall extend from the grease interceptor to at least the finished surface grade.
- (9) Where grease interceptors are shared by more than one FSE, the building owner shall be the responsible party for record keeping and cleaning of the interceptor.

Sec. 9-1-118 - Operation, maintenance and cleaning of grease interceptors and grease traps and grease hauler certification.

- (a) The owner or operator of an FSE which is required to pass wastewater through a grease interceptor or trap shall operate and maintain the grease interceptor or trap so that wastewater exiting the grease interceptor or trap shall not exceed 400 milligrams per liter of FOG.
- (b) The owner or operator of the FSE shall cause the grease interceptor or trap to be cleaned as hereinafter required when FOG and solids reach 25 percent of the design liquid level of the grease interceptor or trap, or sooner if necessary to prevent carry over of FOG from the grease interceptor or trap into the city sanitary sewer system. Interceptors and traps shall be cleaned at three-month intervals or less. A longer cleaning interval must be approved by the WRA Director. If the owner or operator of the FSE, or an employee of the owner or operator, has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps, such person or persons may clean the grease trap in the facility included in such grease hauler's certification. Failure to adequately clean the grease trap, properly dispose of all grease trap waste, or maintain clean out records and measurements may result in revocation of a grease hauler certification pursuant to Sec. 9-1-53. Alternatively, the owner or operator of an FSE may employ a waste hauler licensed by the WRA pursuant to Division 6 of Article III of this chapter to clean the grease interceptor or trap, provided that the waste hauler personnel performing the cleaning has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps.
- (c) Any person who cleans a grease interceptor or trap shall do so in accordance with the following procedures and requirements. The person cleaning the grease interceptor or trap shall:
 - (1) Completely empty and remove the contents (liquids and sludge) of all vaults of the grease interceptor or trap, and remove the grease mat and scrapings from the interior walls.

As part of each cleaning of a grease interceptor or trap, the owner or operator of the FSE, or the licensed waste hauler employed by the FSE owner or operator, shall perform the following maintenance activities:

 - a. Check that the sanitary "tees" on the inlet and outlet sides of the grease interceptor are not obstructed, loose, or missing.
 - b. Verify that the baffle is secure and in place.
 - c. Inspect the grease interceptor or trap for any cracks or other defects.
 - d. Check that lids are securely and properly seated after completion of cleaning.
 - (2) Not deposit waste and wastewater removed from a grease interceptor/trap back into the grease interceptor/trap from which the waste or wastewater was removed or into any other grease interceptor/trap, for the purpose of reducing the volume of waste and wastewater to be disposed of.
 - (3) Not introduce enzymes, emulsifying chemicals, hot water or other agents into a grease interceptor or trap to dissolve or emulsify grease or as a grease abatement method. Introduction of bacteria as a grease degradation agent is permitted with prior written approval by the WRA Director.
 - (4) Dispose of waste and wastewater removed from a grease interceptor or trap at the WRF or at a facility approved for disposal of such waste by the WRA Director. Waste and wastewater removed from a grease interceptor or trap shall not be discharged to any private sanitary or storm sewer or to the city/county sanitary or storm sewer system.

The waste hauler shall provide a copy of the disposal receipt for all waste and wastewater removed from a grease interceptor or trap to the owner or operator of the FSE.

- (5) Not use an automatic grease removal system to clean a grease interceptor or trap without prior written approval of the WRA Director, and if, the use of an automatic grease removal system is approved, shall operate same in a manner that the grease wastewater discharge limit, as measured from the system's outlet, is consistently achieved.
- (d) The WRA Director may make exceptions to the above requirements, or may approve alternative operational requirements or cleaning and maintenance methods, provided that such exceptions or approvals shall be made in writing by the WRA Director.
- (e) The WRA Director may issue a grease hauler certification upon satisfactory completion of the course of training offered by the WRA on the proper maintenance and cleaning of grease interceptors and traps, disposal procedures and record keeping. Such certification shall be for a period of 5 years and shall be in effect for the person receiving such training and for the FSE site for which such person is the owner, operator or employee thereof.

Sec. 9-1-119. - Records and record keeping.

- (a) *Required records.* The owner or operator of an FSE which is required to pass wastewater through a grease interceptor or trap shall maintain a written record of grease interceptor or trap maintenance, including a log showing the dates upon which the grease interceptor or trap was inspected and the estimated amount of FOG present in the grease interceptor or trap at each inspection, the date upon which waste and wastewater was removed from the grease interceptor or trap and disposed of, and the location and means of such disposal of waste and wastewater, and the name and employer or the person or persons performing each of said tasks. The log shall further include a record of the placement of any approved or unapproved additive into the grease interceptor, grease trap or building sewer on a constant, regular or scheduled basis, including the type and amount of additive placed on each such occasion. Only additives approved by the WRA Director pursuant to section 9-1-118(c)(3) may be used in a grease interceptor.
- (b) *Record keeping.* The log shall at all times be kept and maintained on a day-to-day basis, so as to show a record of waste and wastewater removal, waste and wastewater disposal and approved additive placement for a continuous period of three years. All such records shall be kept secure at the premises of the FSE for a continuous period of three years and shall be made available for non-routine inspection by the city/county, the WRA and its Operating Contractor, or the employees and agents of any of them at any time during normal business hours.

Sec. 9-1-120 - Inspection of grease interceptors and related sewers and equipment.

The owner or operator of an FSE shall:

- (1) Provide, operate and maintain, at its expense, safe and accessible monitoring facilities (such as a suitable manhole), and shall make such monitoring facilities available for inspection, and for sampling and flow measurement of the building sewer or internal drainage systems. There shall be ample room in or near such monitoring facility to allow accurate sampling and preparation of samples for analysis.
- (2) Shall allow personnel authorized by the WRA Director or by the city/county building official or designee, bearing proper credentials and identification, to enter upon or into any building, facility or property housing an FSE at any reasonable time and without prior notification, for the purpose of inspection, observation, measurement, sampling, testing or record review, in accordance with this division.
- (3) Shall, upon request by the WRA Director's authorized representative, open any grease interceptor or grease trap for the purpose of confirming that maintenance frequency is appropriate, that all necessary parts of the installation are in place-including, but not limited to, baffles, and effluent tees, and that all grease interceptors, traps, and related equipment and piping is maintained in efficient operating condition.
- (4) Shall accommodate compliance inspections and sampling events by the authorized representatives of the WRA Director or of the city/county building official. Staff may conduct routine inspections and sampling events of any food service establishment. Non-routine inspection and sampling events shall occur more

frequently when there is a history of non-compliance with this division and when blockages occur in the city's sanitary sewer system downstream of the FSE.

Sec. 9-1-121. - Inspection fees.

The fees for inspection of an FSE shall be as provided in section 9-1-37 and shall be paid within 30 days of the date of the invoice for such fees.

Sec. 9-1-122. - Enforcement.

The WRA Director is authorized to enforce this division as hereinafter provided. The city/county building official or designee, or such other governmental official hereafter designated by the WRA, is also authorized to enforce this division.

Sec. 9-1-123. - Notice of violation; administrative penalties; corrective action order.

- (a) The Director, or such other designated officers or officials with enforcement authority as provided in section 9-1-122, are authorized to issue a notice of violation imposing an administrative penalty upon any person who fails to perform an act required by this division or who commits an act prohibited by this division. Such notice may include a corrective action order requiring the user to take one or more of the following corrective actions within 30 days:
 - (1) Conform to best management practices;
 - (2) Submit copies of the grease interceptor or trap maintenance log;
 - (3) Develop, submit and implement a FOG compliance plan to be approved by the Director or designated enforcement official; or
 - (4) Install a compliant grease interceptor.
- (b) The administrative penalty for such violations shall be as provided in the schedule of administrative penalties adopted by the city council/county board of supervisors by resolution.
- (c) Notice of violation, with the applicable penalty for such violation noted thereon, shall be issued to and served upon the violator. Service of the notice may be by regular mail or by delivery in person.
- (d) Penalties assessed pursuant to notice of violation shall be paid by the violator in full as directed in the notice within 30 days of its issuance.
- (e) The administrative penalties set out in the schedule of administrative penalties shall be charged in lieu of the fines and penalties provided for in section 9-1-124, unless the violator refuses to correct the violation and pay the scheduled administrative penalty, or the WRA Director determines that immediate enforcement action by misdemeanor or municipal infraction prosecution is, in view of the particular circumstances of the case, necessary to achieve compliance with the requirements of this article. A record of all violations, administrative penalties charged or other enforcement actions taken shall be maintained by the WRA for a period of three years.

Sec. 9-1-124. - Penalties.

- (a) Any person who fails to perform an act required by this division or who commits an act prohibited by this division shall be guilty of a misdemeanor punishable by fine or imprisonment as provided by section 1-3 of this Code or shall be guilty of a municipal infraction punishable by a civil penalty as provided by section 1-3 of this Code.
- (b) Any person who fails to comply with a pretreatment standard applicable to an FSE shall be guilty of a municipal infraction punishable by a civil penalty of not more than \$1,000.00 for each day the violation exists or continues, as provided by section 364.22 or 331.307 of the Iowa Code.
- (c) When enforcement is sought through a municipal infraction proceeding, the Director, or such other designated officers or officials with enforcement authority as provided in section 9-1-122, may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with the user responsible for noncompliance. Such orders will include specific action to be taken by the user to correct the noncompliance within a time period specified by the order.

Sec. 9-1-125. - Order to cease operation of FSE.

- (a) Where a violation of this division has not been timely corrected, and results in or threatens interference or pass through as herein defined, the WRA Director, or such other designated officers or officials with enforcement authority as provided in section 9-1-122, shall have the authority to issue an order in writing to the owner or operator of the FSE, ordering such person or persons to cease and desist from further operation of the FSE and from further discharge of wastewater to the sanitary sewer system. The order shall be delivered by personal service unless the owner or operator cannot be found within the city/county, in which event notice shall be by ordinary mail addressed to the owner's or operator's last known address and by posting a copy of the notice in a conspicuous place upon the premises of the FSE.
- (b) Operation of the FSE shall cease on the date stated in the order and shall not recommence without the prior written approval of the WRA Director.
- (c) The applicant may make a written request to the Director for a reconsideration and hearing on the cease and desist order within ten days from the issuance of the order, provided, however, that operation of the FSE shall cease pending the outcome of the hearing.
- (d) The owner's or operator's request for hearing shall identify the appealing party, include the address of the person requesting the hearing and to which all further notices shall be mailed or served, and shall state the basis for the appeal.
- (e) The hearing shall be scheduled to be held as soon as practicable and no later than 14 days after the request for hearing was filed with the WRA Director. The person requesting the hearing shall be notified in writing or by telephone of the date and place of such hearing at least three days in advance thereof. At such hearing the Director and the person requesting the hearing may be represented by counsel, examine witnesses, and present evidence as necessary.
- (f) The determination by the Director or by that the violation occurred shall be considered a final administrative decision, unless appealed to the WRA.

Sec. 9-1-126. - Appeal of corrective action order or cease and desist order.

- (a) Any person aggrieved by a corrective action order or a cease and desist order issued by the WRA Director or by such other designated officers or officials with enforcement authority as provided in section 9-1-122, may, file an appeal and request a ruling that such order be modified or rescinded.
- (b) Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to the WRA within ten days after the WRA Director's issuance of the order. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
Des Moines Metropolitan Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

- (c) The chair of the Appeal Committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing party. Such appeal shall be decided by majority vote of the Appeal Committee. The Appeal Committee may affirm, modify or rescind the order of the Director and shall so state and order in its written decision.

Sec. 9-1-127. - Additional remedies.

The WRA or the city/county is not precluded from seeking alternative relief from the court, including an order for abatement or injunctive relief or for recovery of investigational or remedial costs resulting from a non-complying discharge, in the event that the WRA or the city/county files a misdemeanor citation, notice of administrative penalty, and/or files a municipal infraction for the same violation of this division.

Secs. 9-1-128 to —9-1-149. - Reserved.

DIVISION 6. - REGULATION OF HAULED WASTE

Sec. 9-1-150. - Definitions.

The definitions found in sections 9-1-1 and 9-1-122 shall apply to the provisions of this division, provided however that the following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Vehicle means a commercial device equipped with a tank and used to remove or transport waste.

Waste means human excreta, water, scum, sludge, septage, FOG, food waste or grease solids, and non-hazardous industrial wastewaters and solids removed from public and private wastewater disposal systems, holding tanks, impervious vaults, portable or chemical toilets, or from devices used to trap grease resulting from food preparation. *Waste* also means liquid wastes resulting from spill clean-up.

Sec. 9-1-151 - License.

No waste hauler shall remove waste from within the city/county or shall dispose of waste, whether from a source inside or outside the city/county, into the POTW without first obtaining a waste hauler license from the WRA, with the following exceptions:

- (1) WRA participating communities that operate vehicles to remove waste from their sewer systems.
- (2) Waste haulers hired by WRA participating communities to remove waste from their sewer systems and which bring no other wastes to the WRF.
- (3) Waste haulers utilized by industrial users issued a wastewater discharge permit by the WRA.
- (4) Waste haulers granted temporary authorization by the WRA Director in order to deal with an emergency.

Sec. 9-1-152. - Issuance of license.

The waste hauler's license shall be issued by the WRA Director upon written application that shall consist of the following minimum requirements:

- (1) *Inspection.* The WRA Director, upon application, shall inspect the trucks, hoses, valves, and associated equipment of the applicant for a waste hauler's license and determine if they meet the minimum qualifications for complying with the conditions of this division.
- (2) *License fee and bond.* An application shall require the payment of a fee of \$60.00 for each vehicle used by the applicant and the posting of a bond with reasonable surety in the penal sum of \$10,000.00 for the faithful compliance with this division, including prompt payment of fees, fines and damages. WRA participating communities that contract with waste haulers in order to clean and rehabilitate storm and sanitary sewers owned by the community or that own and operate waste hauling vehicles may provide proof of self-insurance or provide a letter guaranteeing payment of up to \$10,000.00 in lieu of providing a surety bond.
- (3) *Renewal.* A waste hauler license shall expire on June 30 next after its issuance. The renewal application must be made in the same manner as the initial application and must be received by the Director 30 days prior to expiration. Failure to apply 30 days prior to expiration may result in an interruption in the license and the privileges of such license.
- (4) *Transferability.* Waste hauler licenses are not transferable.

Sec. 9-1-153 - Standards for vehicles and equipment.

As to all vehicles and equipment used by a waste hauler, the licensee shall:

- (1) Prevent waste and wastewater from leaking, spilling, or discharging onto roads or rights-of-way.
- (2) Ensure proper construction and repair of the equipment to allow cleaning.
- (3) Maintain vehicles and equipment in an essentially rust-free and sanitary condition and appearance.

- (4) Display the business name as it appears on the waste hauler license in three-inch or larger letters on the left and right sides of the vehicle.

Sec. 9-1-154 - Disposal.

Hauled waste shall only be disposed at the WRF at the designated disposal station or as authorized by the Iowa Department of Natural Resources for land application. Waste haulers shall maintain the WRF designated disposal location in a clean and orderly condition to avoid noxious odors and unsanitary conditions. Hours of operation at the WRF disposal station shall be set by the WRA Director. In the event of emergency situations, special arrangements between the waste hauler and the WRA Director regarding disposal at an alternative disposal site shall be allowed to permit response to such emergency. Any violation of an Iowa Department of Natural Resources rule or regulation for land disposal of hauled wastes by a waste hauler shall be grounds for rejection of a hauled waste load in section 9-1-158 by such waste hauler or shall be grounds for denial, suspension and revocation of such waste hauler's license in section 9-1-163.

Sec. 9-4-155. - Identification of source.

Waste haulers must document the nature and origin of wastes collected and the site and method of disposal for wastes that are removed from any locations or are delivered to the WRF. Such information shall be provided on a manifest form provided by the WRA Director. The manifest shall also include: (i) the name, address and phone number of the waste generator, (ii) the type of waste collected, (iii) the approximate volume of the load, (iv) any other information consistent with identification and tracking of wastes. The WRA Director or his or her designee shall have the right to verify all information required by this section, including the right to measure, sample and analyze any waste regulated by this division. The waste hauler shall obtain approval from the WRA Director or his or her designee prior to loading wastes originating from an industrial/commercial source unless prior approval is on record with the WRA.

Sec. 9-1-156. - Mixing wastes.

- (a) For the purposes of this division, wastes from residential and nonresidential sources shall not be mixed. Wastes from an industrial/commercial source shall not be mixed with wastes of any type from another location. Portable toilet and FSE grease trap wastes may be mixed with similar wastes from different locations. Residential wastes from several sources may be mixed as long as each source is identified.
- (b) Any tanks or equipment used for hauling waste to the WRF shall not be used for hauling hazardous wastes or hazardous substances, as defined in I.C. § 567.1 et seq., chapter 131 of the Iowa Administrative Code and in 40 CFR 261, or other wastes detrimental to the WRF.

Sec. 9-1-157. - Standards of disposal at WRF.

Under this division, disposal of wastes at the WRF shall be carried out in accordance with pretreatment standards and requirements established by federal, state, county and city governments including categorical standards developed for the waste generator's industrial category. The WRA Director may reject wastes from waste haulers who do not comply with this section or with any other section of this division. Waste haulers shall not deliver wastes to the WRF, or to any other disposal location approved by the WRA Director which are:

- (1) Prohibited by section 9-1-27 or exceed the limits found in subsection 9-1-28(c)(4), sections 9-1-29 and 9-1-30 of this chapter.
- (2) Hazardous wastes or hazardous substances as defined in 40 CFR Part 261 or 567 I.A.C., Chapter 131.
- (3) Originate from mineral oil unless first treated to remove the oil and grease.
- (4) Not completely identified or are from industrial/ commercial sources that are not approved by the Director as required in section 9-1-155.
- (5) Mixed in a manner prohibited in section 9-1-156.
- (6) Wastes other than residential from outside the WRA, except through requests to the Director.

Sec. 9-1-158. - Rejection of waste loads.

- (a) The WRA Director may reject any hauled waste load that violates or is suspected of violating the requirements of this division or that fails to meet any other guidelines established by the WRA Director to protect personnel, equipment, and the WRF. Waste haulers must:
 - (1) Remove rejected waste from the WRF.
 - (2) Immediately remove any additional wastes contaminated by the rejected waste while contained at the WRF prior to introduction into the sewer.
 - (3) Properly dispose of all rejected wastes in accordance with state and federal law.
 - (4) Provide the WRA Director with a written statement, signed by the waste hauler license holder, stating the location, date, and time the rejected load was disposed of. The statement is due within five calendar days after the waste is rejected.
- (b) A vehicle used to haul rejected wastes shall not thereafter be allowed to dispose of additional wastes at the WRF until the statement required by this section is delivered to the WRA Director.

Sec. 9-1-159. - Treatment fees for hauled wastes.

- (a) A treatment fee shall be charged per pound of hauled waste received at the WRF for all wastes originating within WRA participating communities which are treated through the headworks at the WRF using all treatment processes at the WRF, which fee shall be equal to the cost of disposal and treatment of an equivalent volume and mass of pollutants otherwise delivered into the POTW. The treatment fee shall include: (1) the volume charge component, (2) a treatment surcharge component for each pollutant as found in section 9-1-152 of this division, and (3) a program cost component. The program cost component shall be calculated by dividing the annual administrative costs of the waste hauler program by the total gallons of hauled waste treated in the previous calendar year. The surcharge component shall be calculated using the average concentration of pollutants found in hauled wastes delivered to the wastewater reclamation facility. The treatment surcharge and program cost components shall be reviewed and updated annually based on the most recent data collected by the operating agency. The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.
- (b) A treatment fee shall be charged for hauled wastes originating within the WRA participating communities which are treated using only a portion of the treatment processes at the WRF, which fee shall be calculated to recover the cost of treatment. The cost of treatment shall include electrical, chemical, personnel, and any capital costs associated with the treatment processes utilized, and a program cost component which shall be calculated by dividing the annual administrative costs of the waste hauler program associated with partial process treatment by the total gallons of hauled waste treated using only a portion of the treatment processes in the previous calendar year. Treatment costs shall be reviewed and updated annually based on the most recent data collected by the operating agency. The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.
- (c) Fees shall be computed and recorded at the disposal station and shall be paid by the waste hauler on the basis of monthly billings by the Operating Contractor. Limits of credit shall not exceed 60 days. Abuse of such credit shall be grounds for liability on the waste hauler's bond and for refusal of disposal services to any waste hauler under this division.
- (d) Waste haulers may elect to have their loads tested for actual concentration at their expense as set out in section 9-1-37. When a waste hauler has elected to have loads tested for actual concentration, the treatment fee will be based on the actual concentration whether it be higher or lower than the average concentration treatment fee. Said testing will be done at least once a month or more often as required by the WRA Director.

Sec. 9-1-160. - Enforcement.

The WRA Director, the city/county building official, or such other governmental official hereafter designated by the WRA, shall be authorized to enforce this division as hereinafter provided.

Sec. 9-1-161 - Notice of violation—Administrative penalties; corrective action order.

- (a) The Director, or such other designated officers or officials with enforcement authority as provided in section 9-1-160, are authorized to issue a notice of violation imposing an administrative penalty upon any person who fails to perform an act required by this division or who commits an act prohibited by this division.
- (b) The administrative penalty for such violations shall be as provided in the schedule of administrative penalties adopted by the city council/county board of supervisors by resolution.
- (c) Notice of violation, with the applicable penalty for such violation noted thereon, shall be issued to and served upon the violator. Service of the notice may be by regular mail or by delivery in person.
- (d) Penalties assessed pursuant to notice of violation shall be paid by the violator in full as directed in the notice within 30 days of its issuance.
- (e) The administrative penalties set out in the schedule of administrative penalties shall be charged in lieu of the fines and penalties provided for in section 9-1-162, unless the violator refuses to correct the violation and pay the scheduled administrative penalty, or the WRA Director determines that immediate enforcement action by misdemeanor or municipal infraction prosecution pursuant to section 1-3 is, in view of the particular circumstances of the case, necessary to achieve compliance with the requirements of this article. The WRA shall maintain a record of all violations, administrative penalties charged or other enforcement actions taken.

Sec. 9-1-162 - Penalties.

- (a) Any person who fails to perform an act required by this division or who commits an act prohibited by this division shall be guilty of a misdemeanor punishable by fine or imprisonment as provided by section 1-3 of this Code or shall be guilty of a municipal infraction punishable by a civil penalty as provided by section 1-3 of this Code.
- (b) Any person who violates a discharge prohibition set forth in section 9-1-27, or discharges in excess of local limits as set forth in section 9-1-28, shall be guilty of an environmental violation punishable as provided by section 364.22 of the Iowa Code.

Sec. 9-1-163. - Denial, suspension and revocation of license.

- (a) *Grounds for denial, suspension or revocation of waste haulers license.* The WRA Director may deny, suspend or revoke the waste hauler license and/or grease hauler certification of any waste hauler who violates any provision of this division or any condition of its license, or who commits any of the following violations, or who does not meet the following requirements:
 - (1) Violation of any term, condition or requirement of this division, the license, or applicable State of Iowa or federal laws or regulations.
 - (2) Obtaining a license by misrepresentation.
 - (3) Falsification of, failure to complete or failure to fully disclose all relevant facts in a license application.
 - (4) Failure to pay fees, administrative penalties or fines.
 - (5) Failure to report a spill to the WRA.
 - (6) Using wash down water or otherwise diluting the permitted waste for the purpose of meeting discharge limitations or requirements.
 - (7) Falsification of, failure to complete or failure to fully disclose all relevant facts in any report, manifest information or record required by the license or this division.
 - (8) Tampering with samples or sampling equipment intended to accurately reflect the contents of each hauled waste load.
 - (9) Refusing to allow WRA personnel timely access to the waste hauler's facility premises, vehicles, or records.

- (10) Failure to perform as required under a corrective action order or compliance schedule issued by the WRA Director.
 - (11) Failure to correct any violation of this division within 30 days after notice by the WRA Director.
 - (12) Failure to immediately correct any violation of this division if the condition constituting the violation is declared a threat to public health, safety or welfare by the WRA Director and the Director orders immediate correction.
- (b) *Procedure for denial, suspension or revocation of waste hauler's license.* The procedure for denial, suspension or revocation of a waste hauler's license shall be as follows:
- (1) Any license issued to a waste hauler pursuant to this division may be denied, suspended or revoked by written order of the WRA Director specifying the grounds for such action as outlined in subsection (a) of this section, which order shall not take effect until hearing thereon as hereafter provided. Upon determining that grounds exist for an order to deny, suspend or revoke a waste hauler's license, the WRA Director shall cause a notice of hearing to be prepared, specifying the violations of subsection (a) of this section which are deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the waste hauler by regular mail addressed to the waste hauler's address listed on the waste hauler's license a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.
 - (2) If after such a hearing the WRA Director makes a finding based on substantial evidence that one or more violations under subsection (a) of this section have occurred as alleged, the Director may deny issuance of the license, suspend the license for a fixed period, or may issue an order immediately revoking the license and ordering the waste hauler to discontinue hauling waste to the WRF or any other disposal locations approved by the Director. The determination whether to deny issuance of a license, to suspend a license, or to revoke a license, shall be in the discretion of the Director and shall be dependent upon the circumstances surrounding the violations of subsection (a) of this section and the severity of those violations. If the waste hauler does not appear for the hearing, the Director shall issue the order revoking the waste hauler's license and ordering the cessation of delivery of hauled waste at the WRF or any other disposal locations approved by the Director, which order shall take effect immediately.
 - (3) The decision and order of the WRA Director to deny issuance, to suspend or to revoke the license of a waste hauler may be appealed to the WRA Appeal Committee. Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to WRA not less than ten days after the Director's entry of the order of denial, suspension or revocation. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
Des Moines Metropolitan Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

The chair of the Appeal Committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing waste hauler. Such appeal shall be decided by majority vote of the Appeal Committee. If the Appeal Committee affirms the order of the WRA Director denying issuance, suspending or revoking the license and ordering the cessation of waste deliveries at the WRF or other approved locations, the Appeal Committee shall so state and order in its written decision.

- (4) A waste hauler whose license has been denied or revoked shall not be eligible for issuance or reinstatement of its license until 30 days after the violating conditions have been corrected to the satisfaction of the Director.

Sec. 9-1-164. - Alternative relief.

Neither the WRA nor the city/county is precluded from seeking alternative relief from the court, including an order for abatement or injunctive relief, in the event that the WRA or the city/county files a misdemeanor citation,

notice of administrative penalty, and/or files a municipal infraction for the same violation of this division, or in the event the WRA seeks to deny, suspend or revoke the waste hauler's license.

Secs. 9-1-165— 9-1-175. - Reserved.

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 beginning on July 1, 2022.

Passed by the City Council on this 28th day of June and approved on this 28th day of June 2022

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING: SE Jacob Street Water Main – Project Acceptance

SYNOPSIS: The actions that are in front of the council are to provide appropriate actions on any final change orders, final payments and retainage payments; receive and file the Certificate of Completion from the project engineer (MSA Professional Services, Inc.); and consider approval of a resolution officially accepting the project by the City of Grimes.

Synergy started this project in late 2021 and substantially completed the project later that year. They were able to fully complete the project by the Spring of 2022. There is no final change order or final payment, but there is a retainage payment to be made 30 days following project acceptance.

FISCAL IMPACT: This project's final construction contract amount is \$657,342.35 which is \$21,317.35 more than the original construction contract amount.

PREVIOUS COUNCIL ACTION(S): Setting the dates for the Bid Letting and Public Hearing, Held the Public Hearing, Awarding the construction contract and approving contract & bonds.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Synergy Contracting, LLC in the final contract amount of \$657,342.35.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE SE JACOB STREET WATER MAIN", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 06-3422

RESOLUTION ACCEPTING THE SE JACOB STREET WATER MAIN

WHEREAS, on the 10th day of August, 2021, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with Synergy Contracting, LLC of Altoona, Iowa, for the construction of certain public improvements generally described as the SE Jacob Street Water Main; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on June 28, 2022:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$657,342.35, as shown in the report of the Engineer.

PASSED AND APPROVED this 28th day of June, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

SE Jacob Street Water Main

Grimes, Iowa

June 28, 2022

This is to certify that the construction improvements on the *SE Jacob Street Water Main* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$657,342.35**. I hereby recommend acceptance of the project.

Respectfully submitted,



Nichole Sungren, P. E.
Project Manager
MSA Professional Services, Inc.
Iowa License Number 18431



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

AGENDA MEMO

For Meeting of June 28, 2022

AGENDA HEADING:

James Point -Site Plan

SYNOPSIS:

The subject property is located at the southwest corner of NW 27th Street and North James Street and consists of approximately 3.6 acres. The property was recently rezoned from C-1 and R-3 Medium to R-3 Medium to allow for medium density townhomes across the entire property. The applicant is now requesting approval of a site plan for 26 attached townhome units and associated private streets, utilities, and visitor parking.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Rezone – 2022

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval – 06/07/2022

STAFF/COMMITTEE RECOMMENDATION:

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



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~April 29, 2022~~

~~May 25, 2022~~

~~June 2, 2022~~

June 22, 2022

Cooper Crawford & Associates, Inc

Attn: Matthew Hovda

475 South 50th Street, Suite 800

West Des Moines, IA 50265

RE: James Pointe Site Plan

Dear Mr. Hovda:

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

General Comments:

- ~~1. Provide SWPPP for review.~~
- ~~2. Provide building elevations with material callouts and material percentages.~~
- ~~3. Add City standard notes. Provide~~
4. Provide photometric plan and light pole cut sheets. **Please provide.**
- ~~5. Provided a SWMP and Erosion Control Plan sheet.~~
- ~~6. Provide service location detail. Sanitary and water services to be installed with public improvements to cap/curb stop location. Locate services in order from left to right facing the lot (Sanitary, Water, Sump.). Show correct service order in service location detail.~~
- ~~7. Provided pavement and typical sections. If asphalt is used, pavement depth needs to be provided based on a geotechnical recommendation. Remove Asphalt call outs on Drop Curb Detail if Asphalt is not being used.~~
- ~~8. Are there plans to subdivide the property or to provide a condominium regime? Depending on the answer, the utility construction methodology may be different. Provide public construction drawings for sanitary and water main.~~

~~9. Label utility and ingress/egress easements.~~

~~10. Are basements proposed for the units?~~

Sheet 1:

~~1. Update zoning to R-3 Medium only.~~

~~2. Update required open space to 40%.~~

~~3. Update estimated construction schedule.~~

~~4. List visitor parking requirements.~~

~~5. List site area in square feet and acres. Remove the ROW from the calculation.~~

~~6. Please provide a sidewalk connection from the public trail to the internal sidewalks on the north side of the site.~~

~~7. Label setback between the parking lot and property line.~~

~~8. Label mailbox location with ramp to the street. Provide ramp slope and cross slope detail on Sheet 2.~~

~~9. Label light pole locations on the private streets.~~

~~10. Label driveway widths.~~

~~11. Is a dumpster proposed or will each unit have their own trash cans?~~

~~12. Show/Label all existing easements on or adjacent to the lot. Please label existing easements as existing.~~

~~13. Dimension parking lot stalls.~~

~~14. Label street radius. Fix street radius labels at NW 25TH Court and NW Gabus Lane.~~

~~15. Show detectable warnings at the intersection of NW Gabus Lane and N. James Street. The detectable warnings shall be cast iron and of natural finish.~~

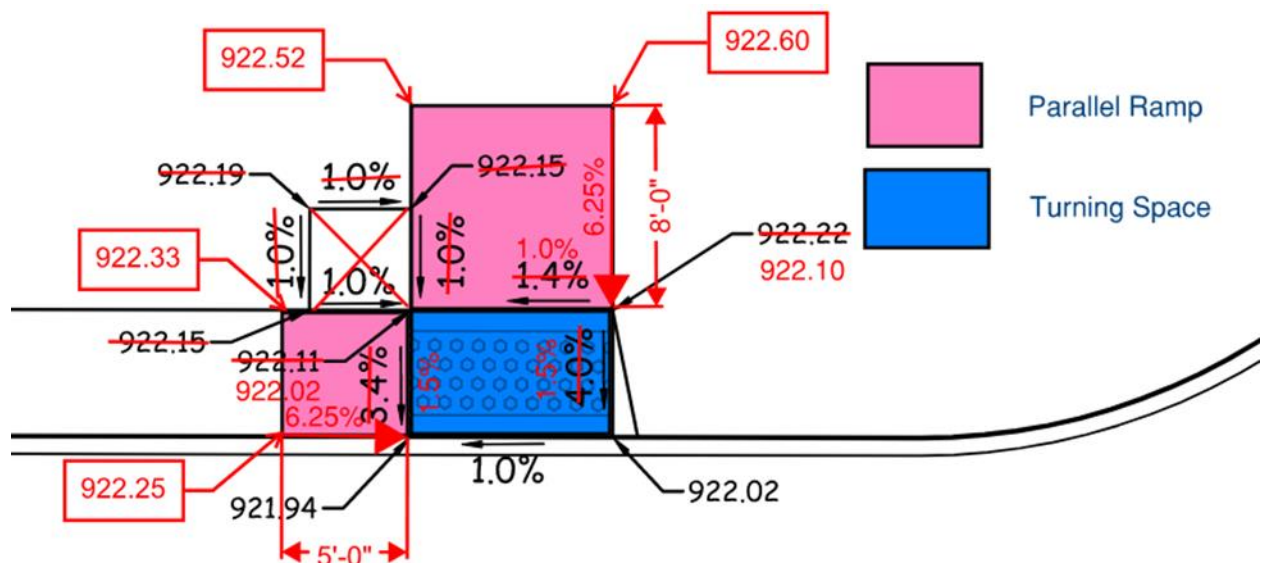
~~16. Place stop sign per MUTCD regulations behind the sidewalk. The sign cannot be placed on the light pole as shown.~~

- ~~17. Verify the proposed detention easement covers the 100-year ponding elevation.~~
- ~~18. Verify at least 1' clearance from the utility pole/hydrant and trail.~~
- ~~19. Label width of the internal sidewalks. 5' minimum~~

Sheet 2:

- ~~1. Erosion and Pollution Control Notes~~
 - ~~a. 3 remove the post rain event inspection as these are no longer required within the GP2.~~
 - ~~b. 7 change 21 days to 14 days to stick to the 0-14 day stabilization rule from the GP2.~~
 - ~~c. 10 Grimes City Ordinance says track out should be cleaned up by the end of the work day or before sediment enters public storm sewer or waters of the state.~~
 - ~~d. 11 inspections after rain events are no longer required by the GP2.~~
- ~~2. Is a standpipe needed within the detention pond?~~
- ~~3. Is the existing intake on James Pointe Plat 2 designed for the volume of water that will be coming from this pond?~~
- ~~4. Please move the overflow away from the homes. Please move it to the east along James Street.~~
- ~~5. Show a temporary stockpile location if there will be one.~~
- ~~6. Provide a proposed erosion and sediment control map.~~
- ~~7. Label all grading contours.~~
- ~~8. How will the grades tie in to the existing grades along the west and south property lines? There are concerns from the neighbors about grading and drainage patterns in these areas. The plat shows a 15' overland flowage easement along the west side of the property. Please show swale along the east property line with low point of the swale in the center of the easement.~~

9. ~~Provide sidewalk and trail ramp details showing slopes and cross slopes.~~
10. ~~Provide truncated domes on the trail ramps.~~
11. ~~Provided slope labels within the swales and detention basin. Verify a minimum of 2%.~~
12. Label MPEs and FFEs.
13. Provided detail grading of ADA ramps along N. James Street. Northern ramp shall contain a turning space of a minimum of 4'x4' were the public and private sidewalks meet. Southern ramp needs a turning space callout and labeled at the top of the ramp.
To clarify, see picture below.



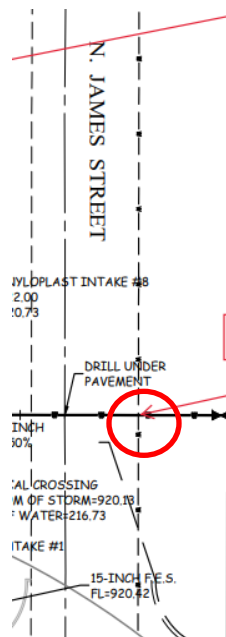
14. Provide measures to meet QA/QC at pond outlet
15. ~~Be sure concrete washout location meets SUDAS Standards as noted within the SWPPP~~
16. Provide inlet protection for area intakes
17. ~~Inlet protection recommended at culvert~~
18. ~~Velocity controls recommended within drainage ways and around pond~~
19. ~~Under Erosion and Pollution Control Notes 7, consider updating to be more clear.~~

20. Please provide rock base under the flume and footings to ensure the flume will not shift/settle. Provide detail for rock base and footings. As-builts will be required for the flume to ensure it will properly drain.
21. Provide flume detail.

Sheet 3:

1. ~~Please show hydrants located on James Street. There are two shown on the plan (one at the end of each 25th and 26th St.), but none shown on James Street. Please label.~~
2. Given the dimensions of the buildings shown, multi-story town home groups of 4 units may require fire sprinklers. What is the proposed square footage of the 4-plex buildings? ~~When scaled out, staff came out with the proposed buildings being 8,275 sq. ft. Please verify the accuracy of the finished square footage of the townhomes/~~
3. ~~Watermain shall have 2 45-degree bend instead of 1 90-degree bend.~~
4. ~~Connection to the existing watermain shall be with a tapping sleeve and valve.~~
5. ~~Label Hydrant Coverage Radius.~~
6. ~~Verify top of water elevation is correct at the critical crossing near N. James Street.~~
7. ~~Please place additional valves on the east leg of the tee between 24 and 25, and on the south leg at the tee between 4 and 5 for maintenance purposes.~~
8. ~~Show water connection across James Street to the east main. The current connection is shown on the wrong main. Please bring the water main straight across James Street. Is there a reason the water main bends at unit 8 and is not shown straight across James St? The City would prefer a straight connection.~~
9. ~~Provide internal drop connection at sanitary manhole #2 if the difference in invert elevations is greater than 2 feet. Staff questions what the line leaving the east side of MH#2 is.~~
10. ~~Please revise the bearing of MH#2 from IN E. to IN W.~~
11. ~~Provided Invert and slope elevations for culvert under entrance.~~
12. ~~Match FES size with connecting pipe size going into the basin.~~

13. Provide detail and grade points for the warped pavement at the street curve. Please provide.
14. Provide a minimum of 18" cover over the storm sewer into the basin. It does not appear there is adequate cover. Please provide detail.
15. Provide scour protection for the emergency overflow and storm sewer outlets.
16. Who owns the Existing Detention Easement, that is being abandoned? Staff will be in touch regarding the process to abandon the existing easement and establish the new easement
17. Please separate sheets so staff can see utilities more clearly.
18. Please label this critical crossing to the east.



Sheet 4:

- ~~1. There is an existing 15' overland flowage easement along the west property line. Please shift the plantings so they are not placed within the bottom of the swale. Label easement and swale grades on the landscape plan.~~
- ~~2. Provide required open space planting calculations per the Development Agreement. (1 tree per 1000 sf of required open space)~~

3. Provide required buffer planting requirement calculations per the Development Agreement. Revise the buffer calculation to include the required evergreen and understory trees for the buffer. Revise the calculations to every 50 feet, not 40. Adjust planting totals accordingly. Under the buffer planting calculations, please **include the required evergreen and understory tree calculations. 1 overstory, 2 understory, 1 evergreen per 50 LF in required. Update the total proposed tree counts accordingly.**
4. ~~Revise street frontage landscaping requirements to match the Development Agreement. 1 overstory tree per 50 feet of frontage. Staff would suggest adding some additional tree species to provide more variety to avoid issues with species die off.~~
5. ~~Please provide foundation plantings along the facades facing NW 27th St and N James St.~~
6. ~~Label ground cover as sod.~~
7. ~~Update note #8 to include authorization from the City.~~
8. In the total trees counts, revise label for understory evergreen to evergreen. **Please list evergreen counts in the proposed plantings.**
9. **Please provide evergreen shrubs at the dead ends of NW 25th and NW 26th Ct to provide headlight screening for the single-family lot to the west.**
10. **Staff would suggest changing the evergreens to over or understory species. Evergreens can have large spread. Changing the species would help to avoid issues with evergreens spreading out into the sidewalk**

Building Elevations:

1. **A minimum of 25% masonry is required on all building faces. Please revise and include the material percentage calculations for each building face. The 25% calculation is exclusive of glazing.**
2. **Label overall height of the buildings.**
3. **Provide building elevation for unit 25/26.**

Stormwater Management Plan (SWMP):

1. ~~Cover Sheet: Update License Renewal Date.~~
2. ~~Page 1: Fix spelling of “acres” and “hydrologic” under Existing Site Drainage.~~

~~3. Narrative states hydrologic soil group C is assumed for proposed conditions. Why is soil group B used in HydroCad for proposed?~~

4. How is WQv storm event being treated on this site?

~~5. What structure and pipe is the 6" orifice plate being installed on?~~

~~6. Maps: Please add a unique title to each. They all state sheet 2 of 4, and site plan.~~

~~7. Maps: Provide contour elevation labels on proposed contours.~~

~~8. Maps: Where are the drainage areas to intakes 1 and 2?~~

Site Plan:

~~1. Sheet 3: Fix length of pipe between FES 10 and 11.~~

2. Sheet 3: Should FES #11 be below the proposed finish grade? FES is still below surface. Should it be tied into the existing intake?

~~3. Sheet 3: Please provide invert elevations on the Existing intake on the SW corner of the site.~~

4. Sheet 3: Provide structure information on structure upstream of Manhole #13.

5. Sheet 3: Storm Sewer around bend on south side of site is shallow. Top of pipe may be at the bottom of the pavement.

SWPPP:

~~1. Part 4: update legal description to "1/4, 1/4 Section, T and R) and/or Address~~

2. Part 6: Update construction schedule when known

3. Part 7: Erosion and Sediment Controls

~~a. Structural Practices Change rock coculet protection to rock outlet protection~~

~~b. Waste Disposal Update off site vehicle tracking to include that track out should be swept at the end of each work day per city code~~

~~c. Implementation/ Maintenance~~

~~i. Silt fencing reaches capacity at 1/2 full according to SUDAS~~

- ~~ii. Can combine temporary earth piles and soil stock piles points~~
- ~~iii. Confirm that location of concrete washout meets SUDAS standards spelled out in SWPPP~~

d. Provide Contractors and Inspectors contact information once available

4. Part 8: Certification

- a. Include signed Owners certification statement
- b. Include signed Pollution Prevention Plan Certification
- c. Include signed Contractors/sub-contractor's certification statements for each contractor prior to any work on site

5. ~~Part 9: Soil Report and Erosion Control~~

- ~~a. Include most up to date site plans for duration of project~~

6. ~~Other:~~

- ~~a. Include copy of IDNR Letter of Authorization~~

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

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	May 9, 2022 June 8, 2022 (1 PDF of Site plan with Elevation Plan included)
PLANNING & ZONING:	June 7, 2022 at 5:30
COUNCIL MEETING:	June 28, 2022 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

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: June 7, 2022
RE: James Point – Site Plan

GENERAL INFORMATION:

Applicant:

James Point, LLC

Requested Action

Site Plan

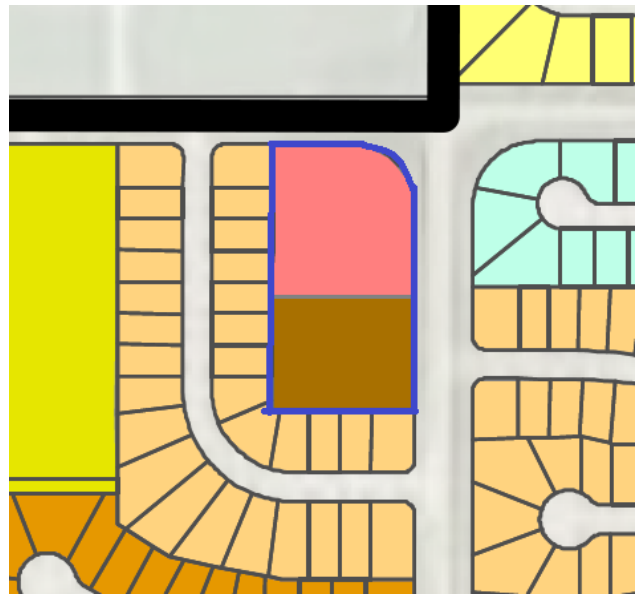
Location

Generally located at the southwest corner of NW 27th Street and North James Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Medium Density Residential	R-3 Medium
North	Vacant	Low Density Residential	Polk County Estate Residential District
South	Single-Family	Low Density Residential	R2-60
East	Single-Family	Low Density Residential	R2-60/R-4
West	Single-Family	Low Density Residential	R2-60

BACKGROUND:

The subject property is located at the southwest corner of NW 27th Street and North James Street and consists of approximately 3.6 acres. The property was recently rezoned from C-1 and R-3 Medium to R-3 Medium to allow for medium density townhomes across the entire property. The applicant is now requesting approval of a site plan for 26 attached townhome units and associated private streets, utilities, and visitor parking.

ANALYSIS:*Building/Elevations:*

The buildings will be situated with the side of the townhome units facing the single-family development to the west. This layout will help to minimize the massing of the structures in the areas where the buildings are closest to the single-family homes and help to provide a similar building scale. The townhomes are proposed to be two-story with no basements. All units will have a two-car attached garage. Each building will have four units with the exception of one building, which will have just two units. Units along NW 27th Street and North James Street will have covered porches facing toward the right-of-way to help break up the façade and provide a more visually appealing elevation from the public streets. The buildings will be constructed with lap siding, board and batten, and stone veneer.

Site Layout:

The site is proposed to have one access point off of North James Street. A second access point off of NW 27th Street would not be appropriate due to close proximity to the intersection. As such, the internal private streets will provide adequate turn around area for fire trucks in case of emergency.

An 8' trail will be provided along both NW 27th Street and North James Street and will provide connectivity to North Ridge Elementary. Private 5' sidewalk will be provided on one side of the internal private streets, with two connection points out to the public trail.

A mailbox cluster will be provided with pedestrian access from the private sidewalk. Garbage will be handled within a common dumpster enclosure.

Parking:

Based upon the number of units provided, a total of 58 parking spaces are required. As shown 60 parking spaces are provided: two drive way spaces per unit and eight off-street visitor parking spaces. In addition to the exterior surface stalls, each unit has two covered spaces within the attached garage.

Landscaping/Streetscape:

The site is required to provide a minimum of 40% open space. As proposed, the site will provide 59.7% open space.

While there are no minimum landscaping requirements in the R-3 Medium zoning district, the zoning change and development agreement established landscaping requirements for the site.

A 20' landscape buffer will be provided along the west and south side of the site to provide screening and separation between the townhomes and adjacent single-family homes. Landscaping will also be provided along the street frontages along NW 27th Street and North James Street. In addition, foundation plantings will be provided along the buildings that have frontage toward the public street.

Utilities:

A new public sanitary sewer will be brought in to the site from an existing stub on the west side of the site.

A new public 8" water main will be looped through the site to connect from an existing 8" main on NW 27th Street to another existing 8" main on North James Street.

Storm water detention is being handled within a basin on the south side of the site providing an additional buffer from the neighboring single-family development.

STAFF RECOMMENDATION:

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

CITY OF GRIMES

Evann Martin
Assistant Planner

SITE PLAN

JAMES POINTE GRIMES

OWNER
JAMES POINTE, LLC
111 HEKILI STREET, SUITE A464
KAILUA, HAWAII 96734-2800

APPLICANT
TEAL CREEK HOMES
15920 HICKMAN ROAD, SUITE 400
BOX 225
CLIVE, IOWA 50325

ZONING
EXISTING: C-1 AND R-3
PROPOSED: R-3 MEDIUM

SETBACKS
FRONT-30'
REAR-30'
SIDE-15'

LAND USE
EXISTING: VACANT
PROPOSED: TOWNHOME DEVELOPMENT

TOWNHOME LOTS MINIMUM OPENING ELEVATIONS (M.O.E.) TABLE (NO BASEMENTS)		
LOT	M.O.E.	
1-8	923.00	
9-12	923.50	
13-16	923.00	
17-20	925.00	
21-26	927.75	

OPEN SPACE
REQUIRED: 64,268 S.F. (40% OF SITE)
PROPOSED: 95,898 S.F. (59.7% OF SITE)

LEGAL DESCRIPTION
OUTLOT 'Z' (EXCEPT JAMES POINTE PLAT 2) IN JAMES POINTE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, CONTAINING 3.688 ACRES MORE OR LESS.

LEGEND

EXISTING/PROPOSED

---	PLAT BOUNDARY
---	8" WATER MAIN & SIZE
---	8" SANITARY SEWER & SIZE
---	8" STORM SEWER & SIZE
---	UGC UNDERGROUND ELECTRIC CABLE
---	UGT UNDERGROUND TELEPHONE CABLE
---	CTV UNDERGROUND CABLE TV
---	4" GAS MAIN & SIZE
○	MANHOLE
○	INTAKE
○	HYDRANT
○	POWER POLE/LIGHT POLE
○	UTILITY BOX/TELEPHONE RISER
---	EXISTING CONTOURS
---	PROPOSED CONTOURS
---	SILT FENCE OR APPROVED FILTRATION SOCK
○	TREES

CERTIFICATION

PROFESSIONAL ENGINEER

BRADLEY R. COOPER

12980

IOWA

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.

BRADLEY R. COOPER, IOWA LICENSE NO. 12980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
Sheets 1-3

COOPER CRAWFORD

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS: 6-15-2022

0 20 40

SCALE: 1"=40'

INITIALED: --- AS-BUILT: ---

DIMENSION PLAN
GRIMES

CC
2575

SHEET
1 OF 5

VICINITY SKETCH

PARKING REQUIREMENTS

REQUIRED: 2 SPACES PER UNIT, PLUS 1 VISITOR SPACE PER 5 UNITS
REQUIRED: 57 SPACES
PROPOSED: 112 SPACES

CONSTRUCTION SCHEDULE

ERECT BUILDING	SUMMER 2022
PAVING	SUMMER 2022
GRADING/LANDSCAPING	SUMMER 2022
FINAL INSPECTION	SUMMER 2022

NOTES

1. LOT 'A' TO BE DEEDED TO THE CITY OF GRIMES FOR PUBLIC STREETS

City of Grimes Standard Notes for Site Plans:

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 & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.

3. 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: 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-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.

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 & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.
- Use O ring gaskets on storm sewers crossing over watermain per IDNR requirement.

5. Signage Notes:

- All signage shall be supplied and installed by the Developer.
- All sign posts shall be Telespar 2"x2" square tube galvanized steel (14-gauge min.) with 7/16" knock-out style perforations that are pre-punched.

SITE PLAN
JAMES POINTE
GRIMES

EROSION & POLLUTION CONTROL NOTES

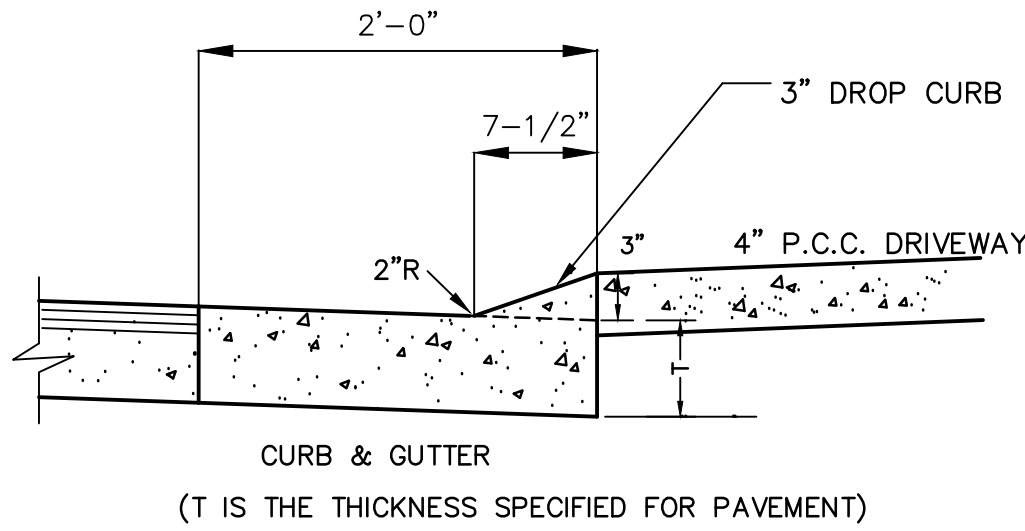
1. THE SUBCONTRACTOR RESPONSIBLE FOR EROSION AND POLLUTION CONTROL SHALL CARRY OUT THE MEASURES DETAILED ON THIS PLAN.
2. CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION HAS BEEN REACHED.
3. THE SUBCONTRACTOR SHALL INSPECT THE SITE AT MINIMUM ONCE EVERY 7 DAYS. ALL DISTURBED AREAS OF THE SITE, AREAS OF MATERIAL STORAGE, LOCATIONS WHERE VEHICLES ENTER/EXIT THE SITE, ALL OF THE EROSION AND SEDIMENT CONTROLS THAT ARE IDENTIFIED AS PART OF THIS PLAN AND ACCESSIBLE DISCHARGE LOCATIONS MUST BE INSPECTED.
4. THE SUBCONTRACTOR IS TO TAKE NECESSARY ACTIONS TO CORRECT DEFICIENCIES FOUND DURING INSPECTIONS AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION IN WHICH THE DEFICIENCY WAS FOUND.
5. THE SUBCONTRACTOR SHALL KEEP LOG AND PREPARE WEEKLY REPORTS DETAILING THE INSPECTIONS AND MEASURES TAKEN TO CORRECT ANY AND ALL DEFICIENCIES FOUND IN THE EROSION AND POLLUTION CONTROL MEASURES. THE REPORTS SHALL CONFORM TO THE STANDARDS SET BY THE IOWA DEPARTMENT OF NATURAL RESOURCES. COPIES OF THESE REPORTS SHALL BE FORWARDED TO THE DEVELOPER AND TO COOPER CRAWFORD & ASSOCIATES, L.L.C.
6. AFTER INITIAL GRADING PRIOR TO UTILITY CONSTRUCTION - ALL DISTURBED AREAS OUTSIDE OF THE PROPOSED R.O.W.'S ARE TO HAVE TEMPORARY SEEDING AND MULCHING. CONTRACTOR AND SUBS ARE TO TRY TO MINIMIZE DISTURBANCE TO THESE SEEDER AREAS THROUGH THE USE OF SPECIFIC ACCESS ROUTES WITHIN THE SITE.
7. DURING CONSTRUCTION, IF IT BECOMES EVIDENT THAT A DISTURBED AREA WILL NOT BE DISTURBED FOR 14 DAYS, IT SHALL BE SEEDED IMMEDIATELY.
8. PERMANENT SEEDING TO BE DONE IMMEDIATELY AFTER FINAL GRADING.
9. ANY FAILED AREAS OF SEEDING/MULCHING SHALL BE RESEED/MULCHED.
10. ANY SOIL OR SPILL WASHED, TRACKED OR DROPPED ONTO ADJOINING RIGHT-OF-WAYS AND PROPERTY WILL BE CLEANED UP BY THE OWNER/CONTRACTOR BEFORE THE END OF THE WORK DAY OR BEFORE SEDIMENT ENTERS PUBLIC STORM SEWER OR WATERS OF THE STATE.
11. SILT FENCING TO BE INSPECTED ONCE A WEEK, LOOK FOR UNDERCUTTING AND FAILURES IN FABRIC. REPLACE/REPAIR AS NECESSARY.
12. ADDITIONAL SILT FENCING (TO THAT SHOWN ON THIS PLAN) MAY BE REQUIRED BY THE CITY OF GRIMES IN AREAS WHERE EROSION IS EVIDENT.
13. SILT FENCING TO BE CLEANED UP WHEN THEY HAVE LOST 80% OF THEIR CAPACITY.
14. ALL INTAKES SHALL HAVE SILT FENCING PRIOR TO PAVING AND INLET FILTERS AFTER PAVING. THESE FILTERS REMAIN IN PLACE UNTIL THE SITE HAS A PERMANENT PERENNIAL GROUND COVER.
15. ALL INTAKES SHALL BE COVERED DURING CONSTRUCTION TO PREVENT SEDIMENTATION DEPOSITS WITHIN THE STORM SEWER.
16. IN THE EVENT THAT SEEDING/MULCHING DOES NOT OCCUR PRIOR TO WINTER, ALL DISTURBED AREAS WILL BE MULCHED.
17. NO BORROW/SPILLS SITES ARE ANTICIPATED.

GRADING NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
2. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
3. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
4. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT.
5. STOCKPILE SUFFICIENT TOPSOIL TO RESPREAD A MINIMUM OF 4-INCHES ON UNPAVED AREAS.
6. ALL AREAS TO RECEIVE FILL TO BE BENCHED.
7. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES.
8. ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
9. THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL NOT DEVIATE FROM OPTIMUM BY MORE THAN 2%.
10. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
11. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
12. A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
13. EXISTING TREES WILL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.
14. NO DRAINAGE SHALL FLOW OVER ANY SIDEWALKS.
15. PAVEMENT SHALL BE 6-INCH P.C.C.
16. 3-INCH ROLL CURB WHERE INDICATED.

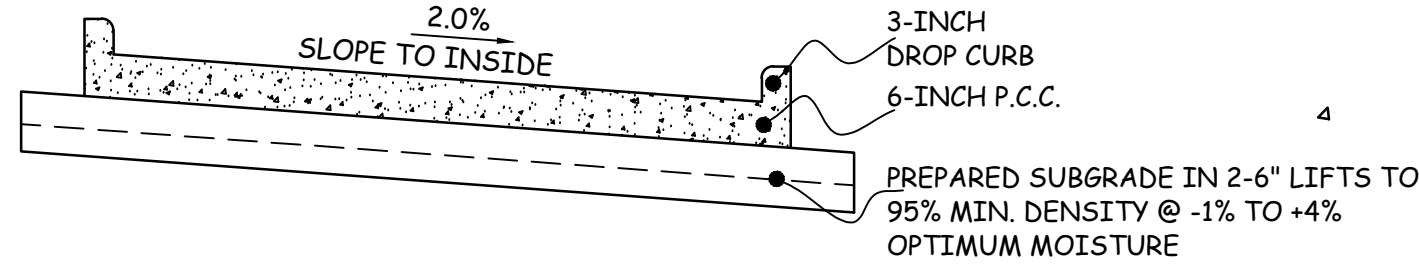
LEGEND

- EXISTING/PROPOSED
- | | |
|----------|--|
| --- | PLAT BOUNDARY |
| --- | W 8" WATER MAIN & SIZE |
| --- | SAN 8" SANITARY SEWER & SIZE |
| --- | ST 8" STORM SEWER & SIZE |
| --- | UGE UNDERGROUND ELECTRIC CABLE |
| --- | UGT UNDERGROUND TELEPHONE CABLE |
| --- | CTV UNDERGROUND CABLE TV |
| --- | G 4" GAS MAIN & SIZE |
| ○ | MANHOLE |
| ⊕ | INTAKE |
| ⊕ | HYDRANT |
| ○ 19/1.2 | POWER POLE/LIGHT POLE |
| ○ 19/1.2 | UTILITY BOX/TELEPHONE RISER |
| □ | EXISTING CONTOURS |
| □ 990 | PROPOSED CONTOURS |
| ✕ | SILT FENCE OR APPROVED FILTRATION SOCK |
| ☁ | TREES |



DROP CURB DETAIL

NO SCALE

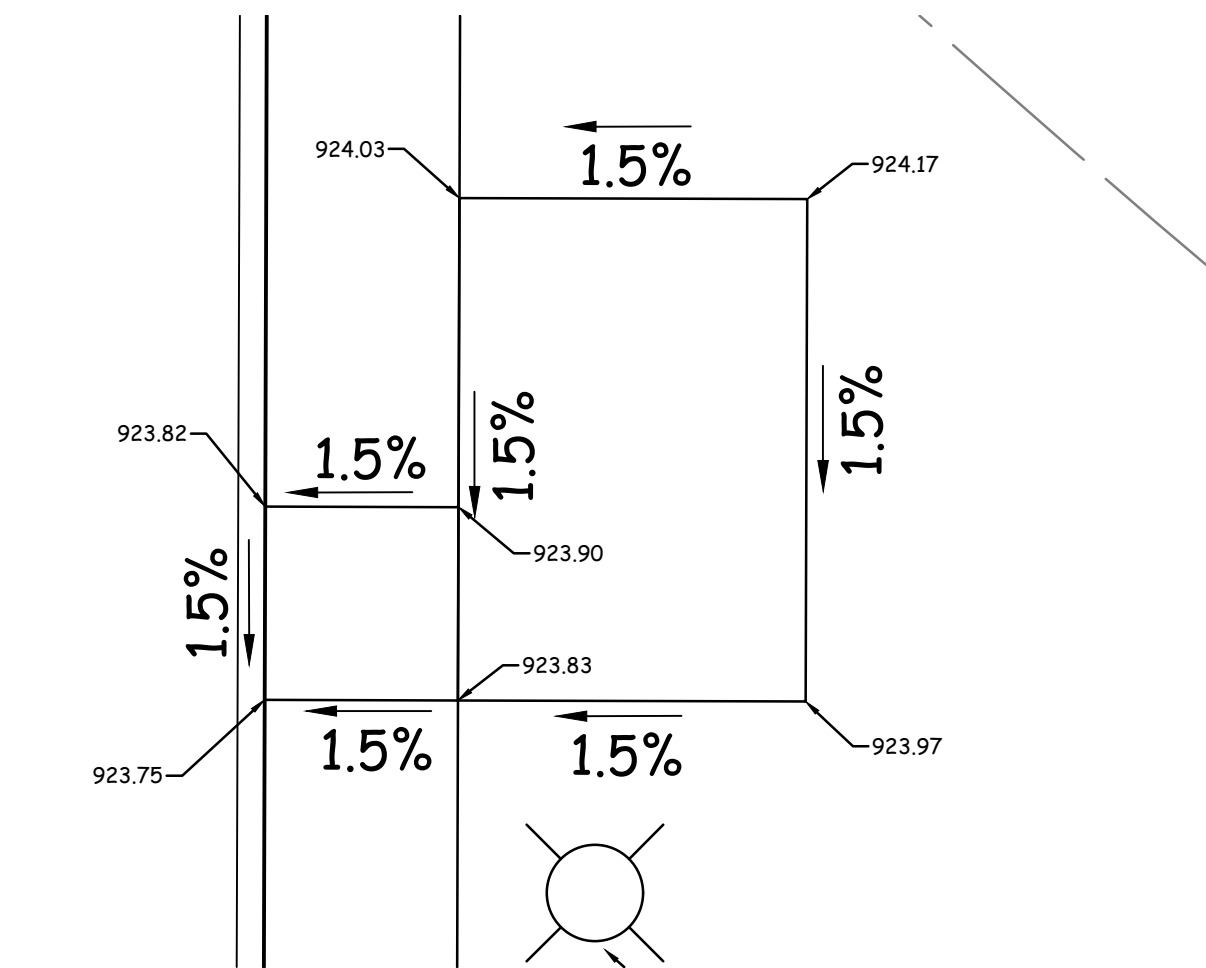


TYP. 24' B/B ROAD CROSS SECTION

NO SCALE

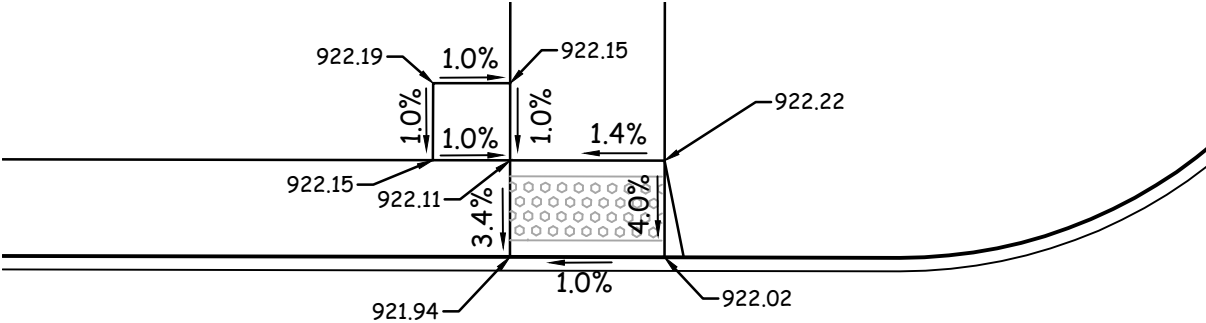
NOTES

1. ALL PAVEMENT SHOWN IS 6" PCC



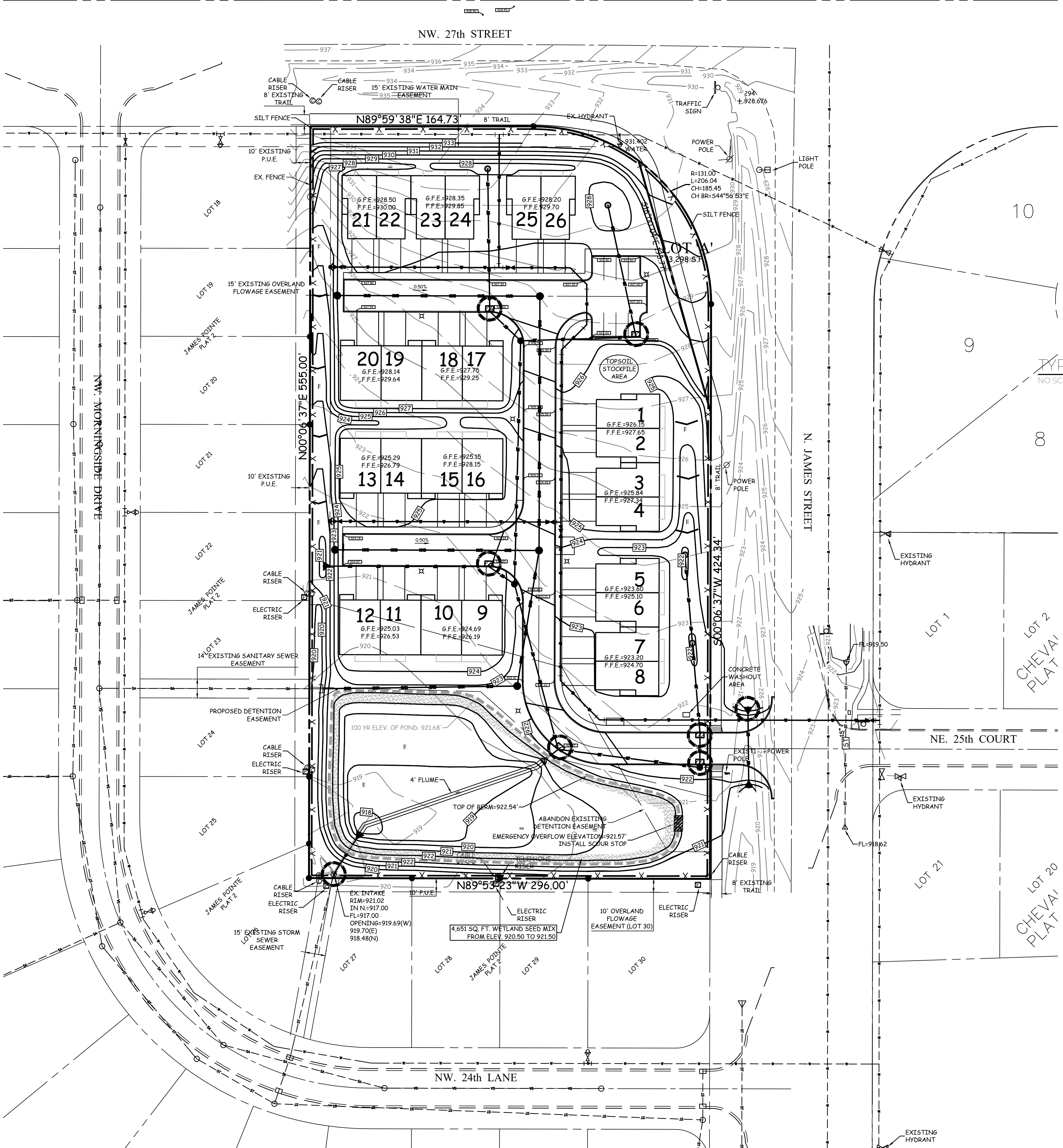
MAILBOX PAD DETAIL

NORTH SCALE: 1"=5'



TRAIL RAMP DETAIL

NORTH SCALE: 1"=10'



COOPER CRAWFORD

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS:

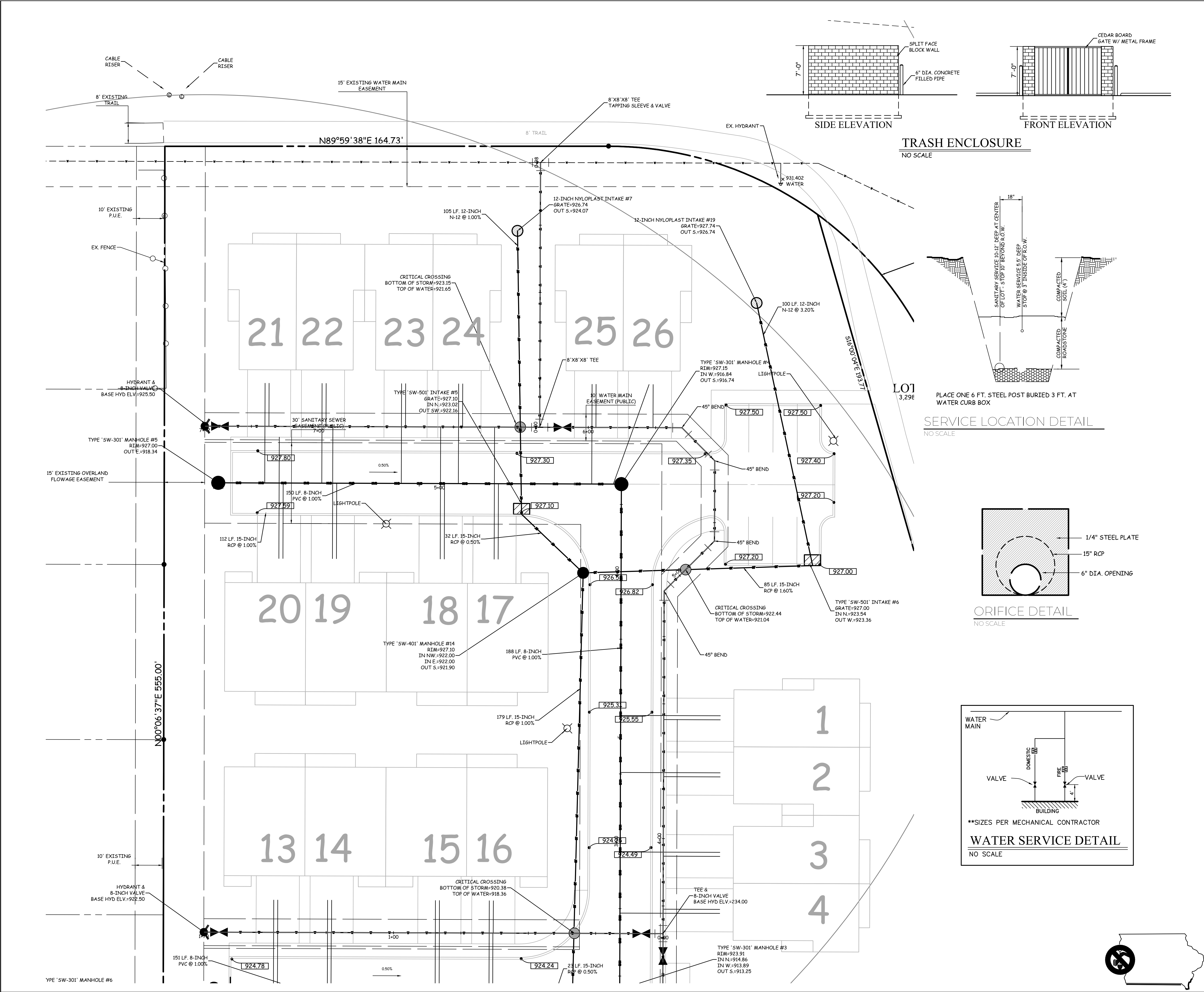
JOB NUMBER
CC
2575

INITIALED: --- AS-BUILT: ---
SCALE: 1"=40'

GRADING/EROSION CONTROL
GRIMES

SHEET
2 OF 5

SITE PLAN
JAMES POINTE
GRIMES



COOPER CRAWFORD

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS:

JOB NUMBER
CC 2575

INITIALED: --- AS-BUILT: ---

UTILITIES
GRIMES

SHEET
3 OF 5

SITE PLAN
JAMES POINTE
GRIMES

UTILITY NOTES

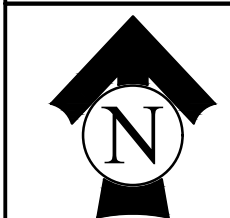
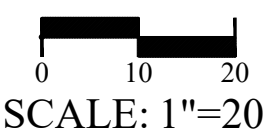
- 1. General Notes:**
- a. All work shall be done in accordance with the current version of the Urban Standards Specifications for Public Improvements on the date of approval and the City of Grimes Supplemental Specifications.
 - b. A preconstruction meeting is required prior to the start of construction. The Contractor shall be responsible to coordinate this meeting. Contact Brandt Williamson with FOX Engineering (515.233.0000).
 - c. All permits (IDNR, 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. A Knox box is required by the fire department and shall be obtained at City Hall.
 - f. All site lighting shall not spill onto adjacent properties or right-of-ways.
- 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 interior chimney seals.
 - f. All sanitary sewer manhole castings located within pavement shall be boxed out.
 - g. Sanitary Sewer testing & televising (8" to 15") 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 (E-way A-423), or Clow Medallion F-254S. 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.
 - d. All valves shall be resilient wedge gate valves.
 - e. Water service shall be 1-inch minimum type K copper.
 - f. If there are multiple meters requested for a multi-tenant building, each unit shall have its own service.
 - g. Pressure test and disinfection of the water service/main is required. The filling of the water main shall be done by Thorpe Water Development Company. The Bacteria test and submittal of test to lab shall be done by the Developer and results provided by FAX to US Water at 515-986-7300. If the test does not pass, the Contractor will be required to pay for all the water used to repeat the test. A copy of the bacteria results shall be sent to Thorpe Water Development Company.
- 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. All sump service lines shall have tracer wire.

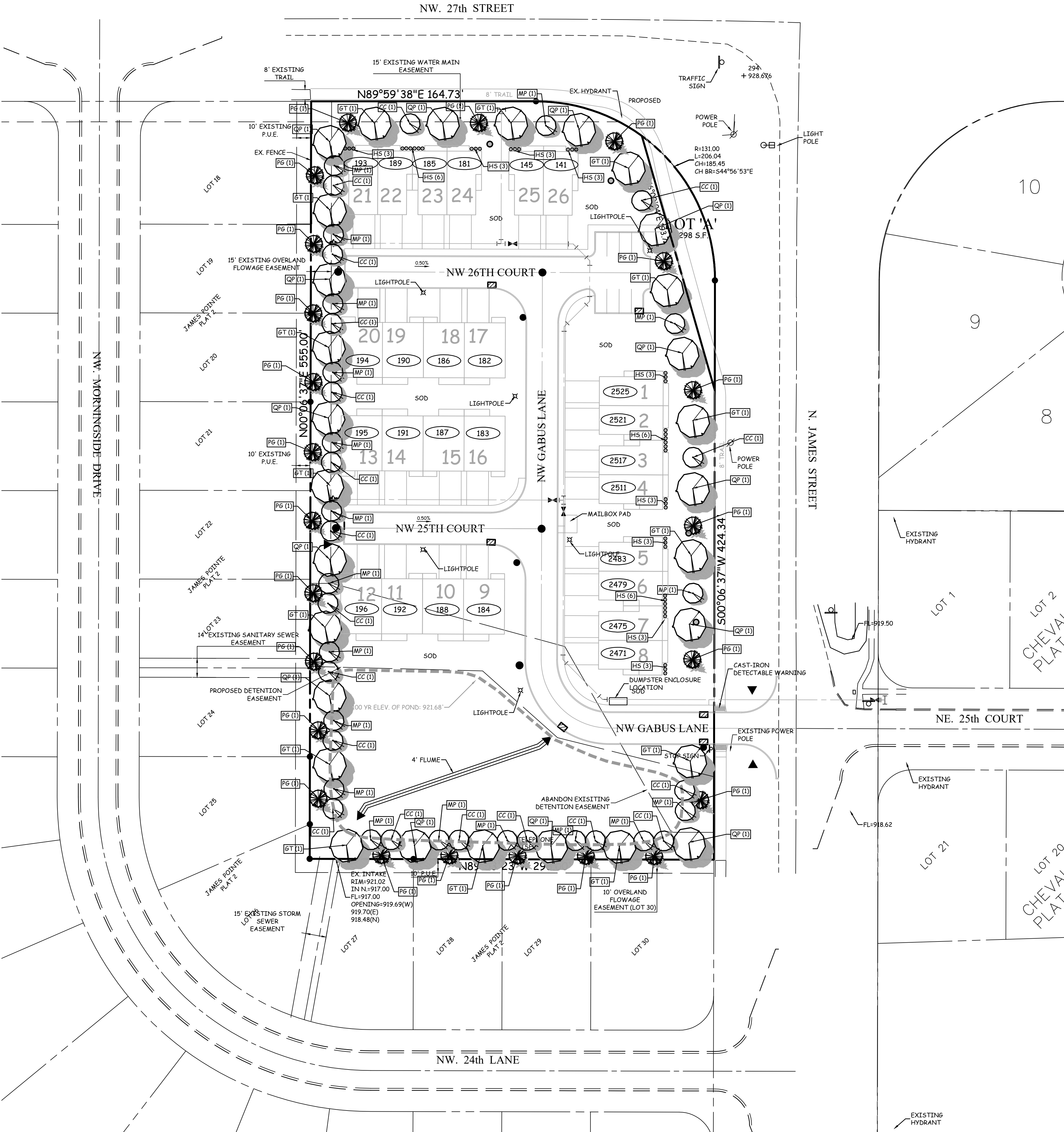
LEGEND

- EXISTING/PROPOSED
- PLAT BOUNDARY
 - W 8" WATER MAIN & SIZE
 - SA 8" SANITARY SEWER & SIZE
 - ST 8" STORM SEWER & SIZE
 - UGE UNDERGROUND ELECTRIC CABLE
 - UGT UNDERGROUND TELEPHONE CABLE
 - CTV 4" GAS MAIN & SIZE
 - MANHOLE
 - INTAKE
 - HYDRANT
 - POWER POLE/LIGHT POLE
 - UTILITY BOX/TELEPHONE RISER
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - TREES

COOPER CRAWFORD

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

 DATE: 12-22-2021 REVISIONS:	 SCALE: 1"=20'	JOB NUMBER CC 2575
INITIALED: --- AS-BUILT: ---		SHEET 4 OF 5
UTILITIES GRIMES		



LANDSCAPE REQUIREMENTS

OPEN SPACE PLANTING:
1 TREE PER 1,000 SF REQUIRED OPEN SPACE
64,268/1,000 = 64 TREES

BUFFER PLANTING:
1 OVERSTORY TREE/50 LF OF BUFFER
851/50=17 OVERSTORY TREES

FRONTAGE PLANTING:
1 OVERSTORY TREE/50 LF OF FRONTAGE
795/50=16 OVERSTORY TREES

REQUIRED: 64 TREES
PROPOSED: 29 OVERSTORY TREES
61 UNDERSTORY TREES
42 SHRUBS

SITE PLAN
JAMES POINTE
GRIMES

PLANTING SCHEDULE

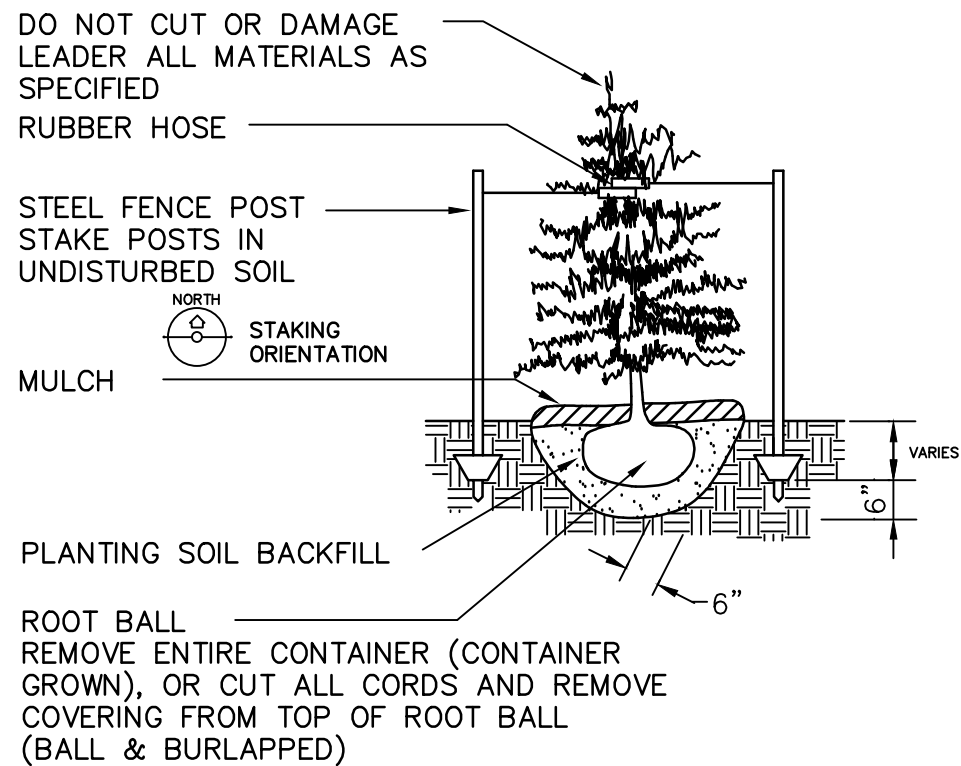
COUNT	KEY	Botanical name/COMMON NAME	SIZE	CONDITION	REMARKS
15	GT	Gleditsia tricanthos 'inermis' SUNBURST HONEYLOCUST	2" CAL.	TS/B&B	SEE PLAN
23	PG	Picea glauca conica ALBERTA DWARF SPRUCE	18"-24" ht.	CONT.	SEE PLAN
19	MP	Malus species 'Prairiefire' PRAIRIEFIRE CRABAPPLE	5' ht.	TS/B&B	SEE PLAN
42	HS	Hemerocallis 'Stella de Oro' DAYLILY	#1 cont.	CONT.	SEE PLAN
14	QP	Quercus palustris PIN OAK	8' ht.	TS/B&B	MULTI-STEM
19	CC	Crataegus crusagalli inermis THORNLESS HAWTHORN	5' ht.	TS/B&B	MULTI-STEM

NOTES

- ALL SITEWORK, SODDING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE URBAN DESIGN STANDARDS CITY OF URBAN DALE SUPPLEMENTAL SPECIFICATIONS.
- THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
- THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH URBAN DESIGN STANDARDS AND CITY OF URBAN DALE ADDENDUMS.
- ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-1990).
- THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
- THE CONTRACTOR SHALL REMOVE THE TREE STAKES ONE YEAR AFTER INSTALLATION.
- NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT AUTHORIZATION OF THE LANDSCAPE ARCHITECT AND THE CITY OF GRIMES.
- ALL TREES, SHRUBS, BEDS AND GROUND COVERS SHALL BE MULCHED WITH AT LEAST 3-INCHES SHREDDED BARK MULCH.
- ONE WEEK PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL STAKE LOCATION OF PLANTS FOR LANDSCAPE ARCHITECT'S APPROVAL BEFORE DIGGING HOLES.
- ALL DECIDUOUS TREES SHALL BE PLANTED AT LEAST 5 FEET FROM R.O.W. AND CONIFEROUS TREES AT LEAST 10 FEET FROM R.O.W.

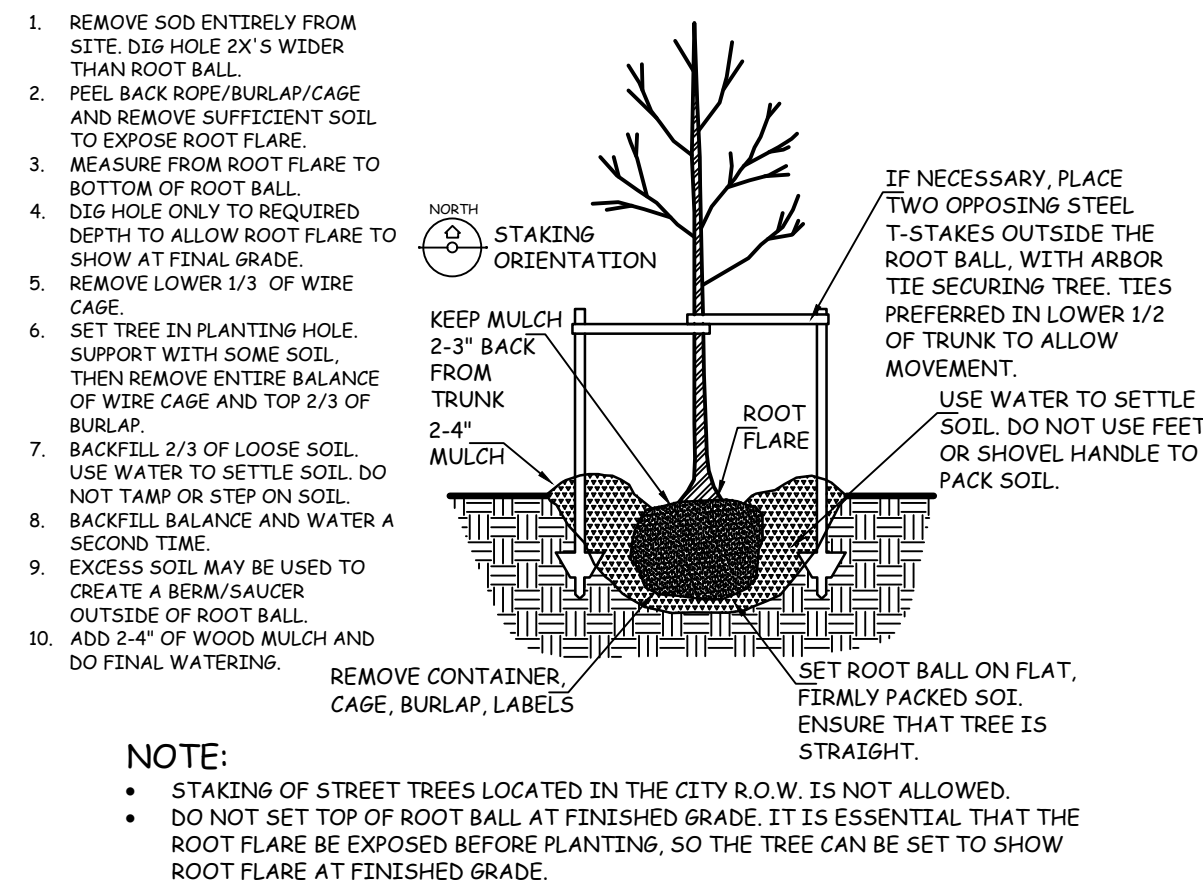
LEGEND

EXISTING/PROPOSED	
---	PLAT BOUNDARY
W 8"	WATER MAIN & SIZE
SAN 8"	SANITARY SEWER & SIZE
ST 8"	STORM SEWER & SIZE
UGE	UNDERGROUND ELECTRIC CABLE
UGT	UNDERGROUND TELEPHONE CABLE
CTV 4"	GAS MAIN & SIZE
MANHOLE	MANHOLE
INTAKE	INTAKE
HYDRANT	HYDRANT
PP/LP	POWER POLE/LIGHT POLE
UTILITY BOX/TELEPHONE RISER	UTILITY BOX/TELEPHONE RISER
EXISTING CONTOURS	EXISTING CONTOURS
PROPOSED CONTOURS	PROPOSED CONTOURS
SILT FENCE OR APPROVED FILTRATION SOCK	SILT FENCE OR APPROVED FILTRATION SOCK
TREES	TREES



EVERGREEN TREE
PLANTING & STAKING DETAIL

NO SCALE



- NOTE:
- STAKING OF STREET TREES LOCATED IN THE CITY R.O.W. IS NOT ALLOWED.
 - DO NOT SET TOP OF ROOT BALL AT FINISHED GRADE. IT IS ESSENTIAL THAT THE ROOT FLARE BE EXPOSED BEFORE PLANTING, SO THE TREE CAN BE SET TO SHOW ROOT FLARE AT FINISHED GRADE.

DECIDUOUS TREE
PLANTING & STAKING DETAIL

NO SCALE

COOPER CRAWFORD

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS: JOB NUMBER

CC
2575

LANDSCAPE PLAN
GRIMES
SHEET
5 OF 5

CONSTRUCTION DRAWINGS FOR PUBLIC IMPROVEMENTS

JAMES POINTE

TOWNHOMES

Grimes, Iowa

STORM WATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

- Location: Part of SE 1/4 of Sec. 30, T80N, R25W.
- Nature of Construction Activity: Townhome development
- Areas: Total site area = 3.6 acres
 - Site area affected = 3.5 acres
- Runoff coefficient = 0.40 (rational method)
- Approximate slopes anticipated: 3:1, or flatter.
- Runoff from this project will flow into unnamed ditches and waterways which will flow into Beaver Creek.

CONTROLS

Erosion and sediment controls

- Stabilization practices
 - Existing vegetation is preserved whenever possible.
 - Permanent seeding and/or sodding.
- Structural practices
 - Silt fences
 - Drainage swales
 - Rock outlet protection (riprap)
- Storm water management
 - Infiltration of runoff onsite.
 - Velocity dissipation devices at discharge locations to provide non-erosive velocity flows.
- Waste disposal
 - All building material wastes must be removed from the site.
 - Off-site vehicle tracking of sediments shall be minimized.

MAINTENANCE

Maintain effective operating conditions of all protective measures identified in this plan.

- Silt fencing is cleaned when they have lost 50% of their capacity.
- Drainage swales remain undisturbed.
- Rock outlet protection (riprap) remains intact.

INSPECTIONS

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized at least once every seven calendar days.

- Inspect site for evidence of, or the potential of, pollutants entering the drainage system from stored materials.
- Observe erosion and sediment controls to ensure that they are operating correctly.
- Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.
- Inspect discharge locations to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters.
- Any modifications to the plan as a result of an inspection shall be implemented within 7 calendar days of the inspection.
- An inspection report shall be prepared and retained as part of the prevention plan until project termination, this report will contain the following:
 - A summary of the scope of the inspection.
 - Qualifications of the personnel making the inspection.
 - Major observations relating to the implementation of the prevention plan.
 - Any actions taken.
 - Signature.

NON-STORM WATER DISCHARGES

Water main flushing

- Flushed water will be discharged into the storm sewer system where, when discharged, it will undergo erosion and sediment controls consisting of:
 - Rock outlet protection (riprap)
 - Silt fencing
 - Existing vegetation

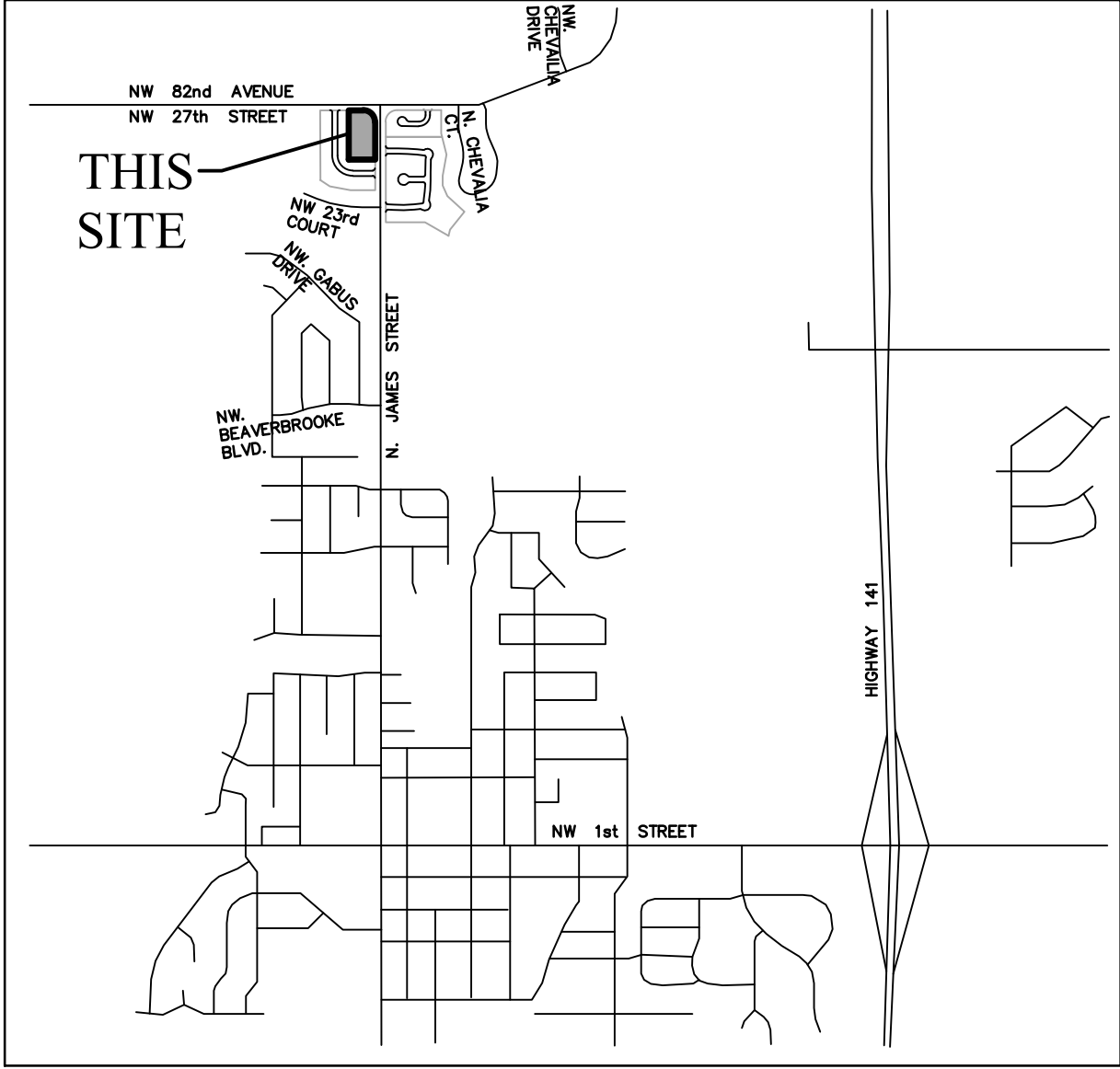
CONTRACTORS

The grading contractor shall have the responsibility of implementing the measures contained in this plan.

- All contractors and subcontractors shall sign a certification statement before conducting any professional service at the site relating to the National Pollutant Discharge Elimination System (NPDES) permit.

WATER MAIN NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - A. CITY OF GRIMES
 - B. TEAL CREEK HOMES
 - C. COOPER CRAWFORD & ASSOCIATES, LLC
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER OF THE UTILITY. FOR UNDERGROUND UTILITY LOCATES CALL IOWA ONE-CALL: 1-800-292-8989, 48 HOURS NOTICE.
3. ALL WATER MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH "STATEWIDE URBAN STANDARD SPECIFICATIONS, 2022 EDITION."
4. THE CONTRACTOR SHALL BACKFILL AROUND UNDERGROUND UTILITIES IN 6-INCH LAYERS AND COMPACT TO 95% STANDARD PROCTOR DENSITY.
5. ALL STATIONING IS BASED ON STREET CENTERLINE MEASUREMENT.
6. HYDRANTS SHALL BE SET 3 1/2 FEET FROM WATER MAIN EXCEPT WHERE CONFLICTS WITH SIDEWALKS.
7. WATER MAIN TO HAVE 5 1/2 FEET BURY TYPICAL.
8. CONTRACTOR SHALL MAINTAIN A UNIFORM 4 FEET BETWEEN WATER MAIN AND BACK OF CURB.
9. THE CONTRACTOR SHALL RECONNECT ALL FIELD TILE INTERCEPTED DURING CONSTRUCTION.
10. ALL WATER SERVICES SHALL BE 1-INCH. CONTRACTOR SHALL TERMINATE ALL WATER SERVICES WITH A STOP BOX AND MARK WITH A STEEL POST.
11. CONTRACTOR SHALL VERIFY AND NOTE ANY POSSIBLE HYDRANT AND/OR VALVE CONFLICTS W/ SIDEWALKS PRIOR TO CONSTRUCTION. IF SUCH CONFLICT IS FOUND, CONTRACTOR SHALL NOTIFY COOPER CRAWFORD & ASSOCIATES, LLC FOR PROPER PLACEMENT.
12. PROVIDE A LOCATE WIRE JUNCTION BOX AT EACH HYDRANT LOCATION.
13. HYDRANTS WILL BE CLOW MEDALLION PAINTED SAFETY YELLOW.



VICINITY SKETCH

SCALE: 1"=2,000'

GRADING NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
2. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
3. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
4. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT.
5. STOCKPILE SUFFICIENT TOP RESPREAD A MINIMUM OF 4-INCHES ON UNPAVED AREAS.
6. ALL AREAS TO RECEIVE FILL TO BE BENCHED.
7. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES.
8. ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
9. THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL NOT DEVIATE FROM 0 TO +4% OF OPTIMUM.
10. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
11. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE. ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
12. A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE "STATEWIDE URBAN STANDARD SPECIFICATIONS, 2022 EDITION".
14. EXISTING TREES WILL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.

EROSION & POLLUTION CONTROL NOTES

1. THE SUBCONTRACTOR RESPONSIBLE FOR EROSION AND POLLUTION CONTROL SHALL CARRY OUT THE MEASURES DETAILED ON THIS SITE PLAN.
2. CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION HAS BEEN REACHED.
3. THE SUBCONTRACTOR SHALL INSPECT THE SITE AT MINIMUM ONCE EVERY 7 DAYS AND WITHIN 24 HOURS OF THE END OF A 1-INCH OR GREATER RAINFALL. ALL DISTURBED AREAS OF THE SITE, AREAS OF MATERIAL STORAGE, LOCATIONS WHERE VEHICLES ENTER/EXIT THE SITE. ALL OF THE EROSION AND SEDIMENT CONTROLS THAT ARE IDENTIFIED AS PART OF THIS PLAN AND ACCESSIBLE DISCHARGE LOCATIONS MUST BE INSPECTED.
4. THE SUBCONTRACTOR IS TO TAKE NECESSARY ACTIONS TO CORRECT DEFICIENCIES FOUND DURING INSPECTIONS AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION IN WHICH THE DEFICIENCY WAS FOUND.
5. THE SUBCONTRACTOR SHALL KEEP LOG AND PREPARE WEEKLY REPORTS DETAILING THE INSPECTIONS AND MEASURES TAKEN TO CORRECT ANY AND ALL DEFICIENCIES FOUND IN THE EROSION AND POLLUTION CONTROL MEASURES. THE REPORTS SHALL CONFORM TO THE STANDARDS SET BY THE IOWA DEPARTMENT OF NATURAL RESOURCES. COPIES OF THESE REPORTS SHALL BE FORWARDED TO THE DEVELOPER AND TO COOPER CRAWFORD & ASSOCIATES, L.L.C.
6. AFTER INITIAL GRADING PRIOR TO UTILITY CONSTRUCTION - ALL DISTURBED AREAS OUTSIDE OF THE PROPOSED R.O.W.'S ARE TO HAVE TEMPORARY SEEDING AND MULCHING (SEE SEEDING DETAIL FOR TIMETABLE). CONTRACTOR AND SUBS ARE TO TRY TO MINIMIZE DISTURBANCE TO THESE SEEDER AREAS THROUGH THE USE OF SPECIFIC ACCESS ROUTES WITHIN THE SITE.
7. DURING CONSTRUCTION, IF IT BECOMES EVIDENT THAT A DISTURBED AREA WILL NOT BE DISTURBED FOR 14 DAYS, IT SHALL BE STABILIZED IMMEDIATELY.
8. PERMANENT SEEDING TO BE DONE IMMEDIATELY AFTER FINAL GRADING.
9. ANY FAILED AREAS OF SEEDING/MULCHING SHALL BE REAPPLIED.
10. ANY SOIL OR SPILL WASHED, TRACKED OR DROPPED ONTO ADJOINING RIGHT-OF-WAYS AND PROPERTY WILL BE CLEANED UP BY THE OWNER/CONTRACTOR WITHIN 24 HOURS.
11. SILT FENCING IS TO BE INSPECTED ONCE A WEEK AND AFTER EACH RAINSTORM, LOOK FOR UNDERCUTTING AND FAILURES IN FABRIC. REPLACE/REPAIR AS NECESSARY.
12. ADDITIONAL SILT FENCING (TO THAT SHOWN ON THIS PLAN) MAY BE REQUIRED IN AREAS WHERE EROSION IS EVIDENT.
13. SILT FENCING IS TO BE CLEANED UP WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.
14. ALL INTAKES SHALL HAVE SILT FENCING PRIOR TO PAVING AND INLET FILTERS AFTER PAVING. THESE FILTERS REMAIN IN PLACE UNTIL THE SITE HAS A PERMANENT PERENNIAL GROUND COVER.
15. ALL INTAKES SHALL BE COVERED DURING CONSTRUCTION TO PREVENT SEDIMENTATION DEPOSITS WITHIN THE STORM SEWER.
16. IN THE EVENT THAT SEEDING/MULCHING DOES NOT OCCUR PRIOR TO WINTER, ALL DISTURBED AREAS WILL BE MULCHED.
17. TOPSOIL IS TO BE RE-SPREAD IN ACCORDANCE WITH GENERAL PERMIT #2.

SANITARY SEWER NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - A. CITY OF GRIMES
 - B. TEAL CREEK HOMES
 - C. COOPER CRAWFORD & ASSOCIATES, LLC
2. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE "STATEWIDE URBAN STANDARD SPECIFICATIONS, 2022 EDITION."
3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF THE UTILITIES.
4. IT SHOULD BE NOTED THAT PROVISIONS FOR SHORING AND BRACING OF DEEP EXCAVATIONS ARE REQUIRED BY O.S.H.A.
5. THE CONTRACTOR SHALL RECONNECT ALL FIELD TILE INTERCEPTED DURING CONSTRUCTION.
6. CONTRACTOR SHALL VERIFY EXISTING MANHOLE LOCATIONS BEFORE CONE SECTION IS RAISED. THE MANHOLE CASTING LOCATION SHALL BE COMPARED TO THE FUTURE SIDEWALK LOCATION. CONTRACTOR SHALL AVOID ANY CONFLICTS OF MANHOLES IN SIDEWALKS IF POSSIBLE. SIDEWALK LOCATION MAY BE MOVED IF MANHOLE LOCATION IS SET.
7. ALL CONNECTIONS TO EXISTING PUBLIC STRUCTURES NEED TO BE CORE DRILLED.
8. PLUMBING CONTRACTOR SHALL VERIFY SERVICE STUB-OUT ELEVATIONS ON LOTS PRIOR TO HOUSE CONSTRUCTION TO ENSURE BASEMENT FLOOR ELEVATIONS WILL PROVIDE ADEQUATE FALL IN SERVICE PIPE (1% MINIMUM SLOPE).
9. ALL SANITARY CASTING SHOULD BE SET OUTSIDE THE SIDEWALK.

STORM SEWER NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - A. CITY OF GRIMES
 - B. TEAL CREEK HOMES
 - C. COOPER CRAWFORD & ASSOCIATES, LLC
2. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE "STATEWIDE URBAN STANDARD SPECIFICATIONS, 2022 EDITION."
3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER OF THE UTILITY.
4. THE CONTRACTOR SHALL RECONNECT ALL FIELD TILE INTERCEPTED DURING CONSTRUCTION.

PAVING NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - A. CITY OF GRIMES
 - B. TEAL CREEK HOMES
 - C. COOPER CRAWFORD & ASSOCIATES, LLC
2. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE "STATEWIDE URBAN STANDARD SPECIFICATIONS, 2022 EDITION."
3. ALL STREETS SHALL BE 7-INCH NON REINFORCED PORTLAND CEMENT CONCRETE.
4. ALL ELEVATIONS ARE PROPOSED FINISHED GRADE AT TOP OF CURB UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER OF THE UTILITY.
6. THE CONTRACTOR SHALL RECONNECT ALL FIELD TILE INTERCEPTED DURING CONSTRUCTION.
7. IF ADDITIONAL PAVEMENT REMOVAL IS REQUIRED OTHER THAN A STANDARD BOX OUT, FULL PANEL REMOVAL WILL BE REQUIRED. NO HALF PANEL REMOVAL WILL BE ALLOWED.
8. USE APPROPRIATE MEASURES TO PREVENT SLURRY FROM SAWCUT OPERATIONS AND CONCRETE WASHOUT FROM ENTERING STORM SEWERS AND OPEN DRAINAGEWAYS.

APPLICANT

TEAL CREEK HOMES
15920 HICKMAN ROAD, SUITE 400
BOX 225
CLIVE, IOWA 50325

QUANTITIES

SANITARY SEWER

733	LF. 8-INCH SANITARY SEWER
5	EA. TYPE 'SW-301' MANHOLE
26	EA. SERVICE

WATER MAIN

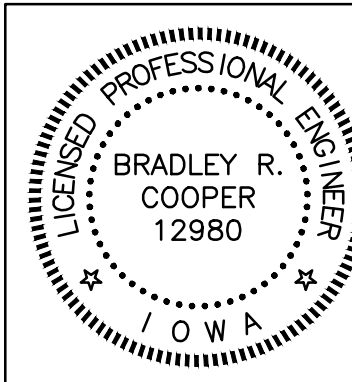
1,015	LF. 8-INCH WATER MAIN
2	EA. TAPPING SLEEVE & VALVE
2	EA. 8-INCH VALVE
2	EA. 8"x8"x8" TEED
6	EA. 8-INCH 45° BEND
2	EA. HYDRANT & 8-INCH VALVE
26	EA. SERVICE

LEGEND

EXISTING/PROPOSED

---	PLAT BOUNDARY
---	SAN 8" SANITARY SEWER & SIZE
---	ST 18" STORM SEWER & SIZE
---	W 8" WATER MAIN & SIZE
---	SANITARY SERVICE 4"
---	STORM SERVICE 1 1/2"
---	WATER SERVICE 1"
○	MANHOLE
●	STORM INTAKE
⊕	FIRE HYDRANT
⊕	VALVE
⊕	FLARED END SECTION

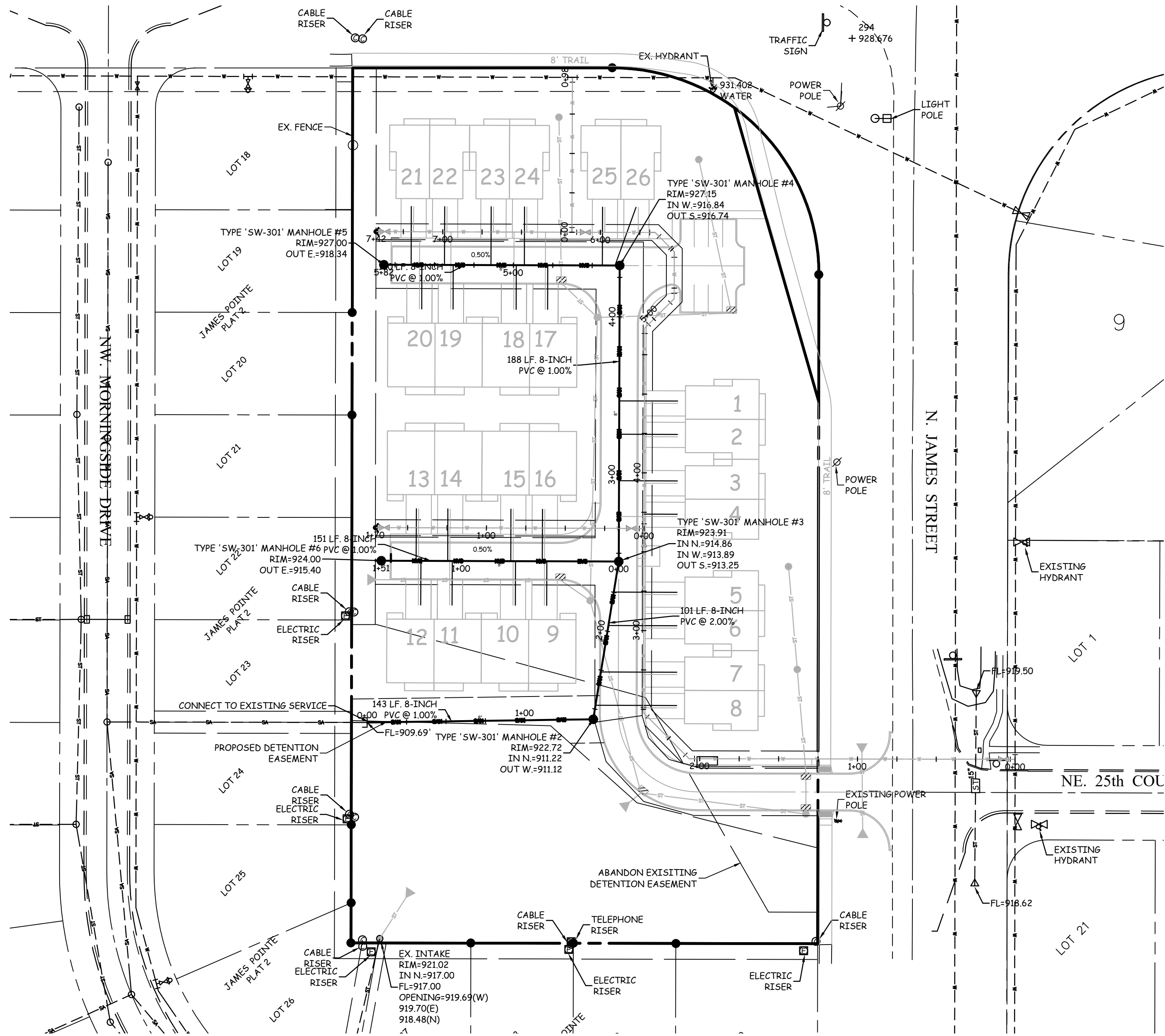
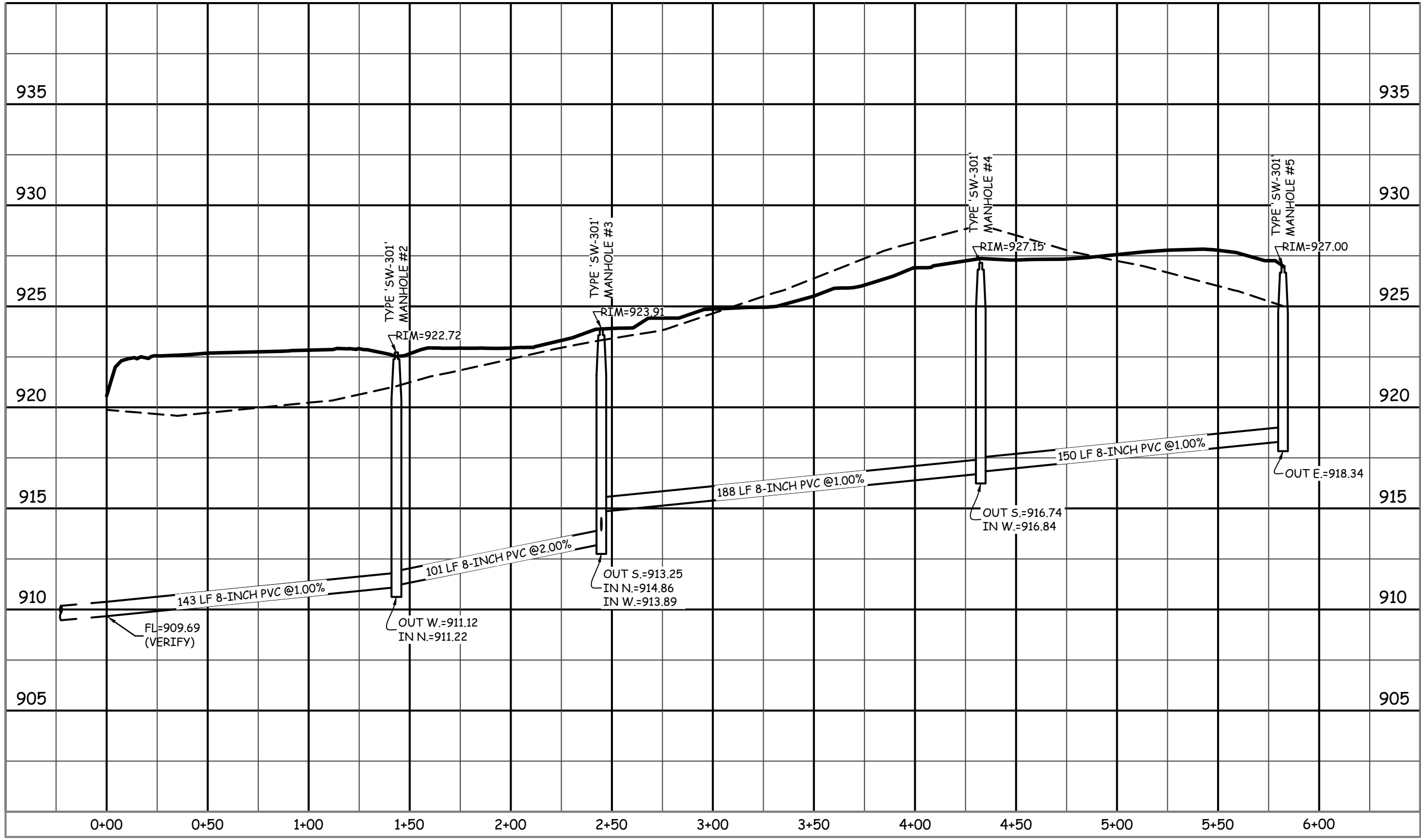
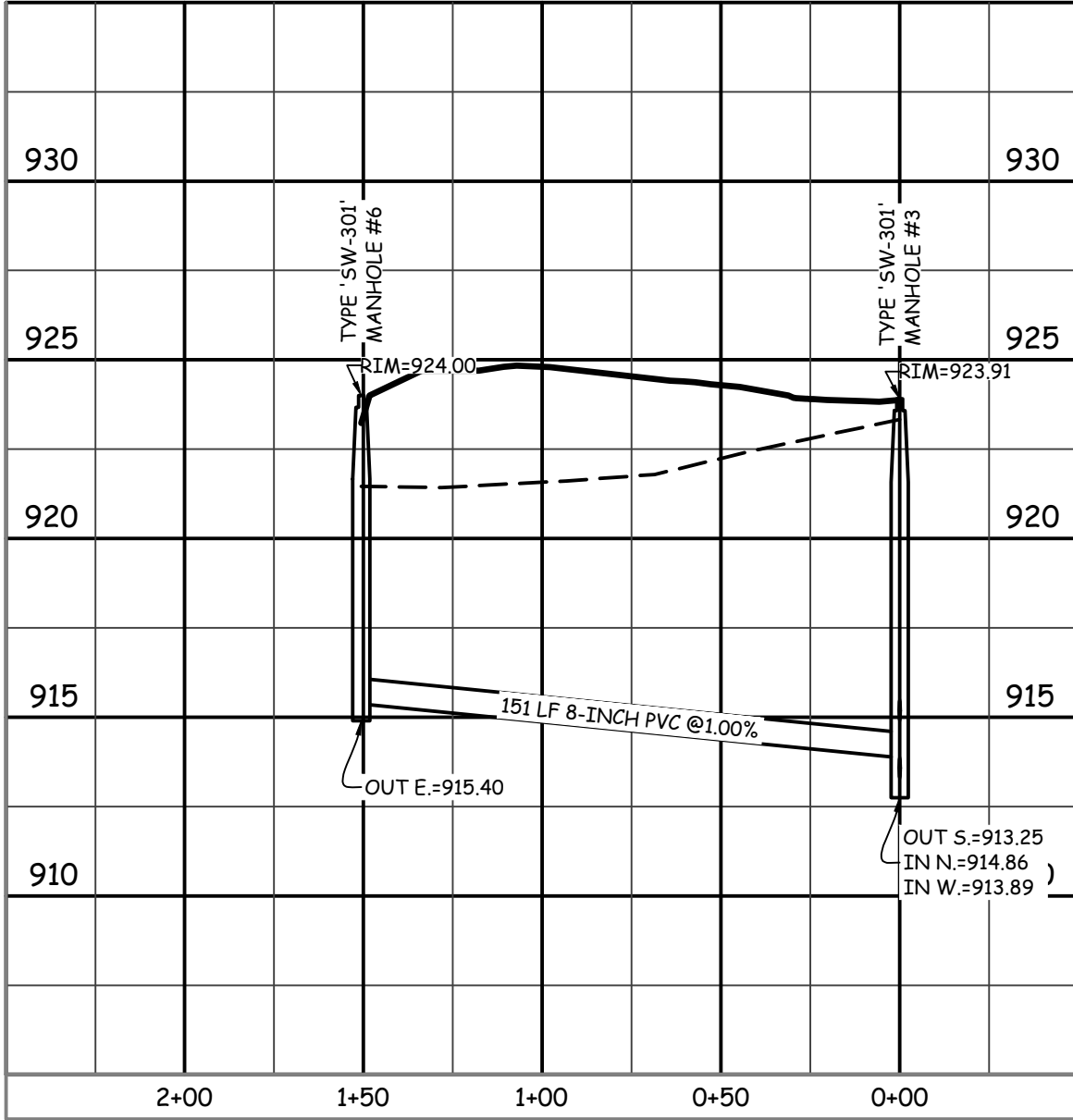
CERTIFICATION

	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.
BRADLEY R. COOPER, IOWA LICENSE NO. 12980 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023 PAGES OR SHEETS COVERED BY THIS SEAL: Sheets 1-15	

COOPER CRAWFORD & ASSOCIATES, L.L.C. CIVIL ENGINEERS 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265 PHONE: (515) 224-1344 FAX: (515) 224-1345		
	DATE: 6-9-2022 REVISIONS:	JOB NUMBER CC 2575
APPROVED: ---	INITIALED: --- AS-BUILT: ---	SHEET 1 OF 3
COVERHSEET GRIMES		

SHEET INDEX

1	COVERSHEET
2	SANITARY SEWER
3	WATER MAIN



- LEGEND**
- EXISTING/PROPOSED
- PLAT BOUNDARY
 - W 8" WATER MAIN & SIZE
 - SAN 8" SANITARY SEWER & SIZE
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 - MANHOLE
 - INTAKE
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 - PP/LP POWER POLE/LIGHT POLE
 - PP/LP UTILITY BOX/TELEPHONE RISER
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - TREES

COOPER CRAWFORD

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS:

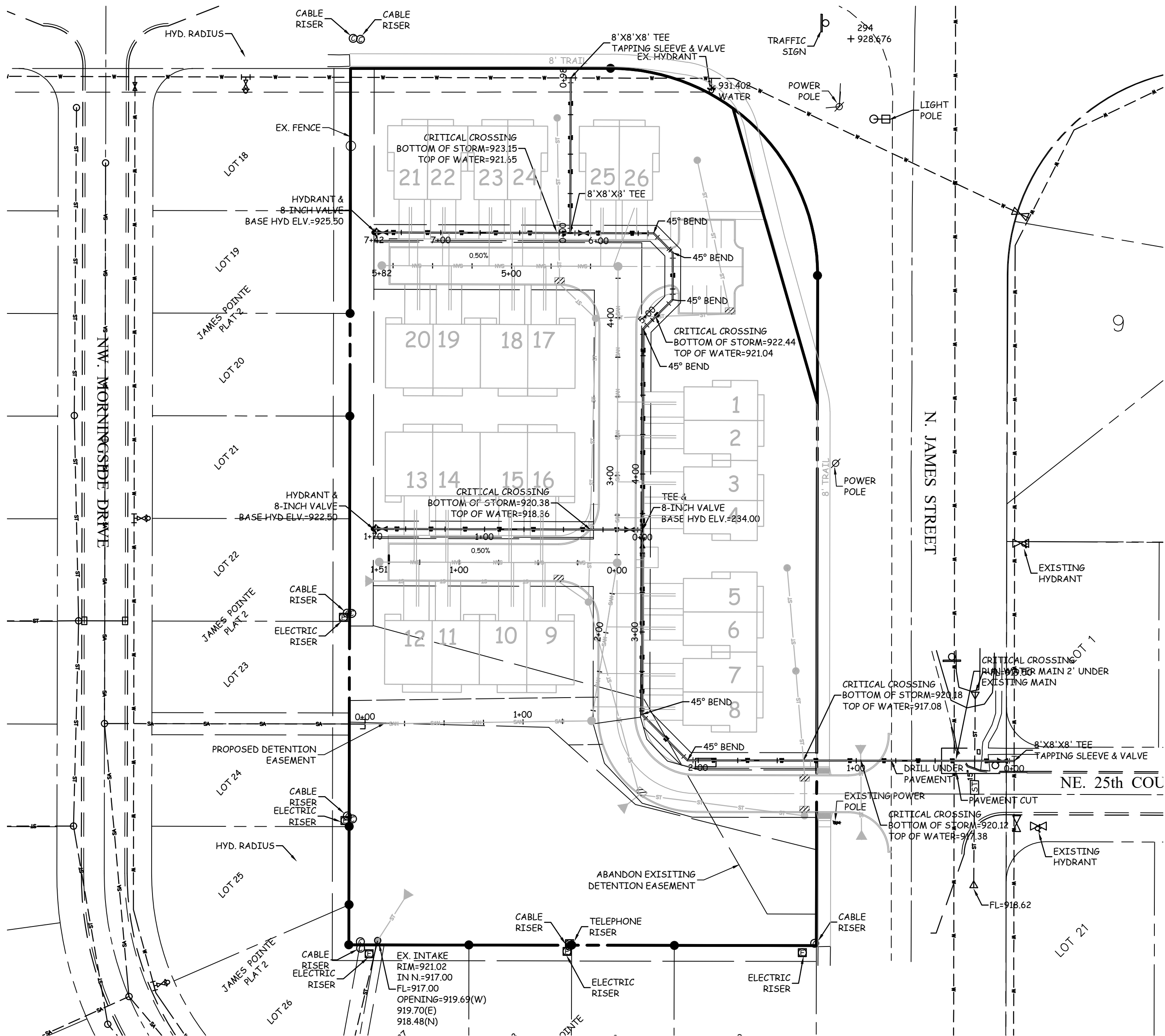
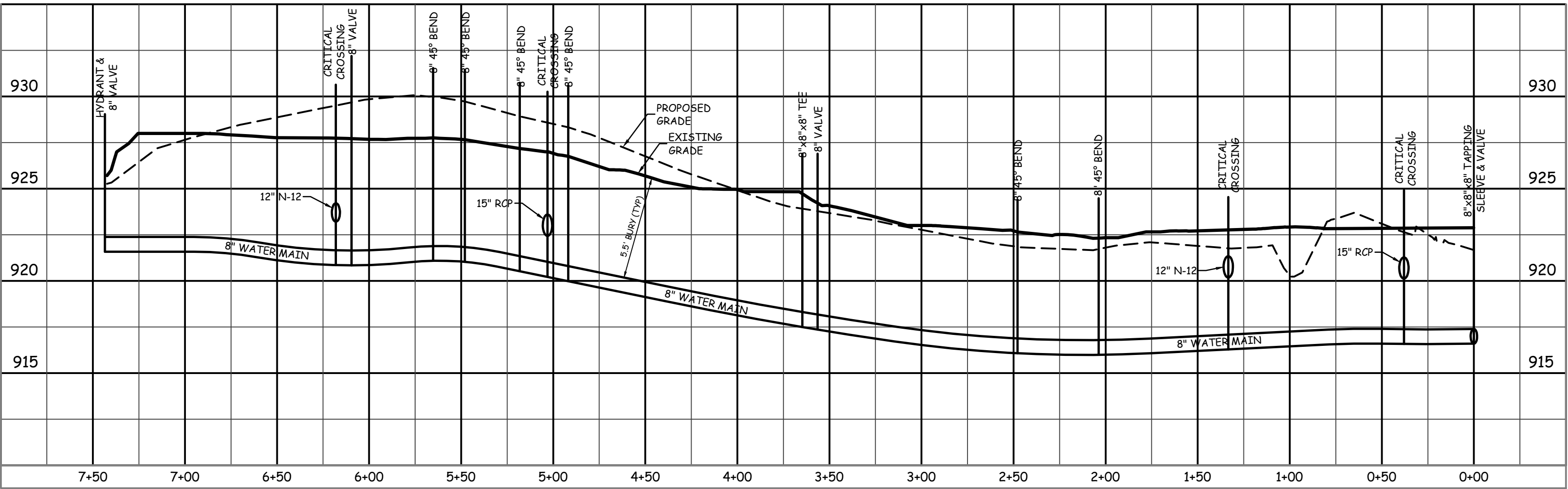
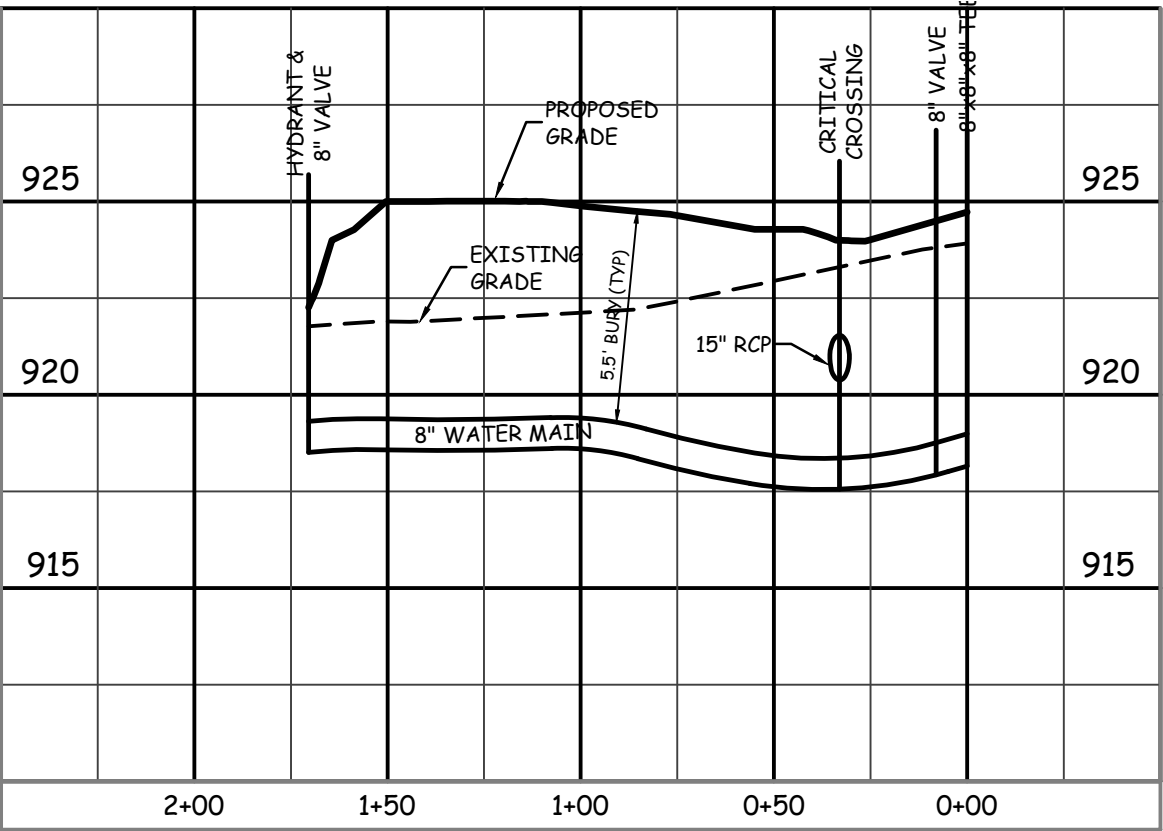
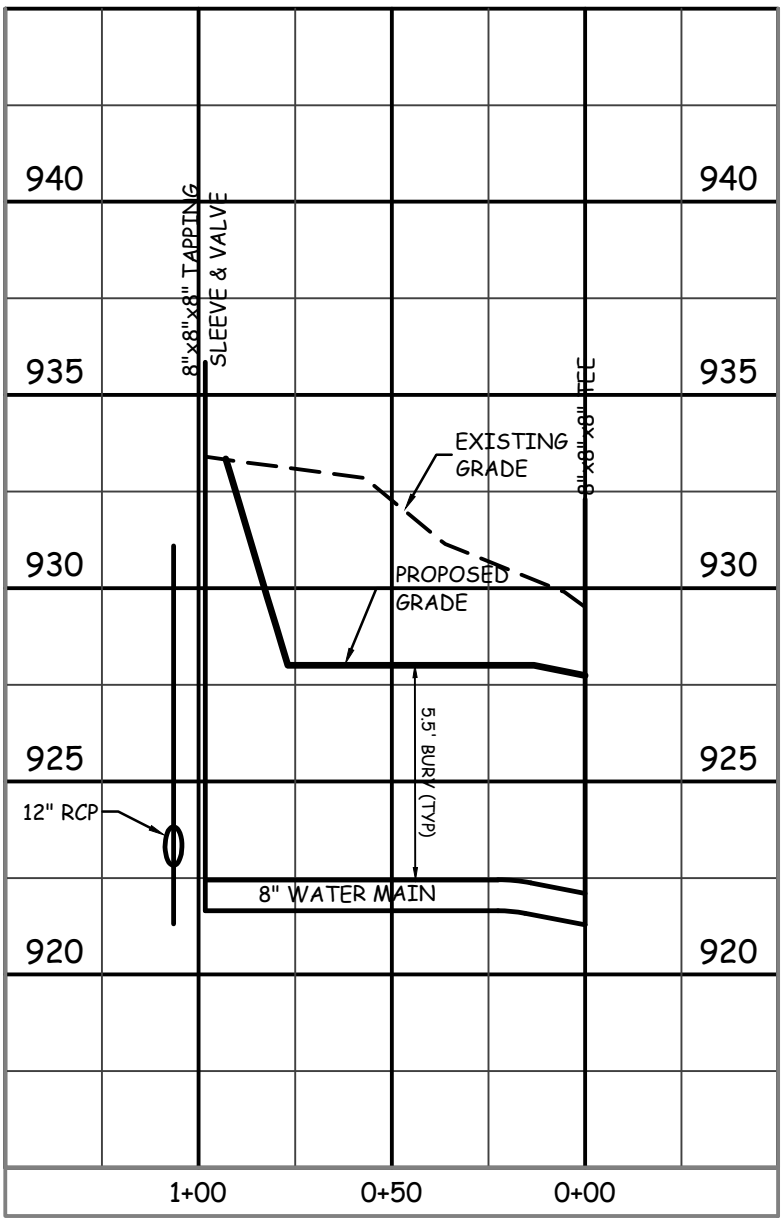
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INITIALED: --- AS-BUILT: ---

SANTIARY SEWER GRIMES

CC 2575

SHEET 2 OF 3



LEGEND

EXISTING/PROPOSED

---	PLAT BOUNDARY
W 8"	WATER MAIN & SIZE
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ST 8"	STORM SEWER & SIZE
UGE	UNDERGROUND ELECTRIC CABLE
UGT	UNDERGROUND TELEPHONE CABLE
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- - -	PROPOSED CONTOURS
* * *	SILT FENCE OR APPROVED FILTRATION SOCK
☁	TREES

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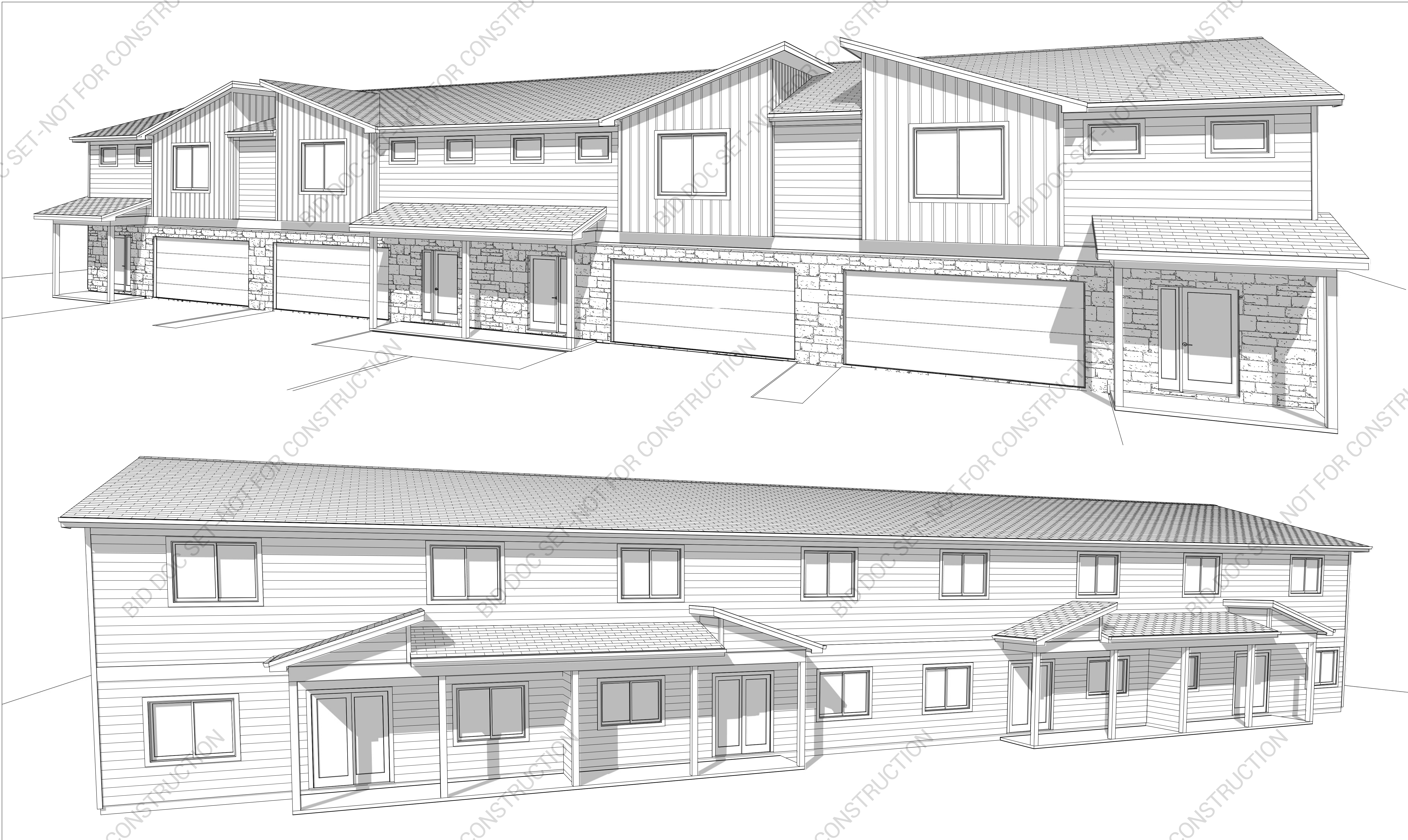
SCALE: 1"=50'

INITIALED: ---
AS-BUILT: ---

**WATER MAIN
GRIMES**

JOB NUMBER
**CC
2575**

SHEET
3 OF 3



CYCLE
design studio

JAMES POINTE TOWNHOMES - UNIT 'B', 4-PLEX BUILDING - BID DOCUMENT SET

SOUTHWEST CORNER OF NORTH JAMES ST./27TH ST. INTERSECTION
GRIMES, IOWA 50111



**JAMES POINTE TOWNHOMES -
UNIT 'B', 4-PLEX BUILDING**
NEAR NORTH JAMES ST./NE 27TH ST.,
GRIMES, IOWA 50111

ISSUE:	DATE:
'BID DOCUMENT SET'	2022.05.25
ADDED STONE	2022.05.27

COVER SHEET

G1.0

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BID DOCUMENT SET (PROGRESS) - NOT FOR CONSTRUCTION

PROJECT INFO

OWNER: JAMES POINTE, LLC

PROJECT ADDRESS: SOUTHWEST CORNER OF NORTH JAMES ST./27TH ST. INTERSECTION
GRIMES, IOWA 50111

LEGAL: -----

CODE ENFORCEMENT: POLK COUNTY, IOWA

WATER: ----

PERMIT: -----

DESIGNER: CYCLE DESIGN STUDIO, PLLC

BUILDER / CONTRACTOR: TEAL CREEK HOMES

ENGINEERING: NA

LANDSCAPE DESIGN: NA

SHEET INDEX

G1.0 - COVER SHEET

G1.1 - PROJECT INFORMATION, AREA CHART, & SHEET INDEX, GENERAL NOTES, VICINITY MAP, & ABBREVIATIONS

A1.0 - FOUNDATION/SLAB PLAN

A1.1 - MAIN FLOOR PLAN, WINDOW & DOOR SCHEDULES

A1.2 - UPPER FLOOR PLAN, WINDOW & DOOR SCHEDULES

A2.1 - ROOF PLAN

A3.1 - EXTERIOR ELEVATIONS - FRONT & LEFT

A3.2 - EXTERIOR ELEVATIONS - REAR & RIGHT

A3.2 - 3D PERSPECTIVES - EXTERIOR

A4.1 - SECTIONS - TYPICAL END WALL, COMMON WALL, & STAIR (STAIR TO BE INCLUDED IN CD SET)

D1 - DETAILS - WALL BRACING (TO BE INCLUDED IN CD SET)

AREA CHART - SINGLE UNIT

AREA SCHEDULE - UNIT B (INTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT)	646	950
GARAGE (SQ. FT)	403	N/A
TOTAL FINISHED LIVING SPACE	1,596	
TOTAL SQ. FT. (FOOTPRINT)	1,999	

***MAIN FLOOR:** AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE INCLUDES STAIR OPENING.

***UPPER FLOOR:** AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE DOES NOT INCLUDE THE STAIR OPENINGS OR OPEN TO BELOW AREAS.

TOTAL 4-PLEX SQ. FT. (FOOTPRINT) 7,996

AREA SCHEDULE - UNIT B (EXTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT)	653	947
GARAGE (SQ. FT)	399	N/A
TOTAL FINISHED LIVING SPACE	1,601	
TOTAL SQ. FT. (FOOTPRINT)	1,999	

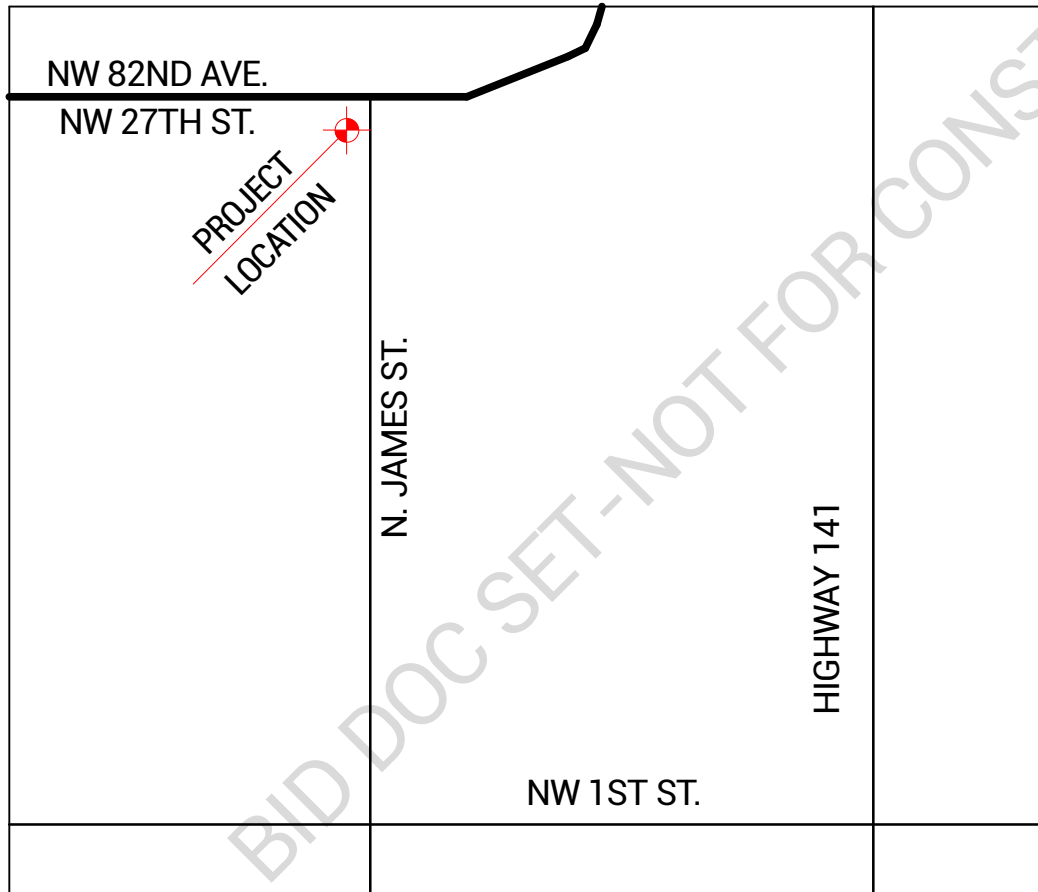
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***UPPER FLOOR:** AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE DOES NOT INCLUDE THE STAIR OPENINGS OR OPEN TO BELOW AREAS.

ABBREVIATIONS

A ABV ABOVE A/C AIR CONDITIONING ACC ACCESS AFT ABOVE FINISH FLOOR ADJ ADJUSTABLE AGG AGGREGATE AHU AIR HANDLING UNIT FLR FLOOR ALUM ALUMINUM AP ACCESS PANEL APX APPROXIMATE ARCH ARCHITECT(URAL) AUTO AUTOMATIC AWNG AWNING	B BD BOARD BF BI-FOLD (DOOR) BLKG BLOCKING BLDG BUILDING BM BEAM BP BI-PASS (DOOR) BRG BEARING BRK BRICK BS BOTH SIDES BSMT BASEMENT BTM OR BOT BOTTOM BTWN BETWEEN BLV BEVELED	C CAB CABINET CANT CANTILEVER CF CUBIC FOOT CFB CEMENT FIBER BOARD CHAM CHAMFER CI CAST IRON CIP CAST-IN-PLACE CONCRETE CIR CIRCLE CIRC CIRCUMFERENCE CJ CONTROL JOINT OR CONSTRUCTION JOINT CL CENTER LINE CLG CEILING CLR CLEAR(ANCE) CMU CONCRETE MASONRY UNIT CO CASED OPENING COL COLUMN COMB COMBINATION CONC CONCRETE COND (AC) CONDENSER CONST CONSTRUCTION CONT CONTINUOUS CORR CORRUGATED CPT CARPET CSMT CASEMENT CST CAST STONE CTR CENTER OR COUNTER CNDT CONDITION COV COVERED	D 12"D 12" DEEP D DRYER DBL DOUBLE DECO DECORATIVE DET DETAIL DH DOUBLE HUNG DIAM DIAMETER DIM DIMENSION DL DEAD LOAD DN DOWN (STAIRS) DR DOOR DS DOWNSPOUT DT DRAIN TILE DTL DETAIL DW DISH WASHER DWS DRAWING DWR DRAWER	E EA EACH EB EYEBROW (FLAT ARCH) EF EACH FACE EJ EXPANSION JOINT ELEV ELEVATION ELEC ELECTRICAL EP ELECTRICAL PANEL EQ EQUAL EST ESTIMATE EXH EXHAUST EXT EXTERIOR	F FAS FASTEN(ER) FB FACE BRICK FD FLOOR DRAIN FGX FIXED GLASS FGL FIBERGLASS FIN FINISH FLG FLASHING FLR FLOOR(ING) FLUR FLUORESCENT (LIGHT) FND FOUNDATION FP FIREPLACE FTG FOOTING	G GB GYPSUM (WALL) BOARD GC GENERAL CONTRACTOR GD GRADE OR GRADING GDO GARAGE DOOR OPENER GFI GROUND FAULT INTERRUPTER GL GLASS OR GLAZING GAR GARAGE GYP BD GYPSUM BOARD	H 42"H 42" HIGH (WALL) HB HOSE BIBB HC HOLLOW CORE HD HEAD OR HARD HDR HEADER HDW HARDWARE HH HEAD HEIGHT HT HEIGHT HORZ HORIZONTAL HR HALF ROUND (WINDOW) HRS HOUR HS HARD SURFACE HVAC HEATING/VENTILATING/AIR COND. HWD HARDWOOD (FLOORS)	I ILO IN LIEU OF INS OR INSUL INSULATED(TION) INT INTERIOR	J JST JOIST (FLOOR OR ROOF) JT JOINT	K KIT KITCHEN K/S KNEE SPACE	L LAM LAMINATE(D) LAV LAVATORY (SINK) LIV LIVING LT LAUNDRY TUB LTL LINTEL LVL LAM VENEER LUMBER (BEAMS) LVR LOUVER	M MAX MAXIMUM MAS MASONRY MATL MATERIAL MC MEDICINE CABINET MDF MEDIUM DENSITY FIBER BOARD MECH MECHANICAL MFR MANUFACTURER MIN MINIMUM MIR MIRROR MSC MISCELLANEOUS MLD MOULDING MMB MEMBRANE MO MASONRY OPENING MTL METAL MT MOUNTED(ING) MULL MULLION OR MULLED	N N/A NOT APPLICABLE NOM NOMINAL NTS NOT TO SCALE	O OA OVERALL OBS OBSCURE (GLAZING) OC ON CENTER OE OWNERS ENTRY OHC OVERHEAD CABINET OGD OVERHEAD GARAGE DOOR OH OVERHEAD OPNG OPENING OPT OPTIONAL OSB ORIENTED STRAND BOARD	P PD PULL DOWN PAR PARALLEL PBS PER BUILDER'S SPECIFICATIONS PC PRECAST CONCRETE PED PEDESTAL (SINK) PERI PERIMETER PL PLATE (HEIGHT) P LAM. PLASTIC LAMINATE PNL PANEL PREFAB PREFABRICATED PSF POUNDS PER SQUARE FOOT PSI POUNDS PER SQUARE INCH PSL PARALLEL STRAND LUMBER PTN PARTITION PT PRESSURE TREATED (WOOD) PV PAVE(D) OR PAVING PVC POLYVINYL CHLORIDE (PIPE) PVMT PAVEMENT PWD PLYWOOD PWDR POWDER PO POCKET OFFICE	R RI RIDGE R RISER (ON STAIRS) RAD RADIUS RD ROOF DRAIN REF REFRIGERATOR REQ REQUIRED REV REVISION(S), REVISED REINF REINFORCED(ING) RFG ROOFING RLG RAILING R/M RANGE W/ MICROWAVE RM ROOM RO ROUGH OPENING R/S ROD AND SHELF(S)	S SC SOLID CORE (DOOR) W/ SELF CLOSER SCH SCHEDULE SD SMOKE DETECTOR SEC SECTION SF SQUARE FEET SGD SLIDING GLASS DOOR SH SINGLE HUNG OR SHELF(VING) SHT (DRAWING) SHEET SIM SIMILAR SKL SKYLIGHT SL SIDELIGHT SLOPE SPEC SPECIFICATIONS SPK (AUDIO) SPEAKER(S) STD STANDARD STOR STORAGE STL STEEL STR STRUCTURAL SQ SQUARE SUS SUSPENDED SW SHEAR WALL SHWR SHOWER	T T TILE TB TOWEL BAR TBD TO BE DETERMINED TC TERRA COTTA TCJ TROWELED CONTROL JOINT TEMP TEMPERED (GLASS) T&G TONGUE & GROOVE TEL TELEPHONE THR THRESHOLD TOC TOP OF CONCRETE TOP TOP OF FOUNDATION TOM TOP OF MASONRY TRN TRANSOM (WINDOW) TP TOILET PAPER HOLDER TV TELEVISION OUTLET OR LOCATION TYP TYPICAL	U UC UNDERCUT (DOOR) UNF UNFINISHED UNO UNLESS NOTED OTHERWISE UNEX UNEXCAVATED	V VB VANITY BASE VB36 36" WIDE VANITY BASE VERT VERTICAL VIN (SHEET) VINYL VS VEGETABLE SINK	W W WIDE OR WASHING MACHINE WC WATER CLOSET WD WOOD WF WIDE FLANGE (STEEL BEAM) WH WATER HEATER WI WROUGHT IRON WC WALK-IN CLOSET WIN WINDOW W/W WITH OR WITHOUT WSC WAINSCOT
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VICINITY MAP



GENERAL NOTES

- ALL WORK SHALL BE PERFORMED WITH ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES AND ALL AUTHORITIES HAVING JURISDICTION
- THE CONTRACTOR SHALL EXAMINE THE PROJECT DRAWINGS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES FOUND BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL VERIFY CONDITIONS AT THE SITE AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
- THESE PLANS HAVE NOT BEEN CERTIFIED BY A STRUCTURAL ENGINEER.
- EACH CONTRACTOR SHALL INCLUDE LABOR, MATERIALS, TOOLS, EQUIPMENT, ETC. FOR THE COMPLETE CONSTRUCTION OF THE WORK INDICATED AS SPECIFIED BY THE DRAWINGS AND SPECIFICATIONS, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE BETWEEN CONTRACTOR AND CLIENT.
- MATERIALS AS SPECIFIED ON DRAWINGS AND CONTRACTUAL DOCUMENTS SHALL BE USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DETAILING AND COORDINATION IN CONJUNCTION WITH SUBSTITUTIONS MADE TO SPECIFIC MATERIALS.
- CYCLE DESIGN STUDIO (CYCLE) SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK OR FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUB-CONTRACTORS, OR ANY OTHER PERSONS PERFORMING THE WORK OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS.
- ALL PLUMBING, MECHANICAL, AND ELECTRICAL WORK IS TO BE COORDINATED BETWEEN THE TRADES AS PART OF THEIR INSTALLATION LAYOUT.
- CONTRACTOR SHALL PROVIDE ADEQUATE BRACING AND/OR SHORING TO ENSURE STRUCTURAL STABILITY OF BUILDING DURING CONSTRUCTION.
- ALL MATERIAL FINISHES AND STYLES INCLUDING BUT NOT LIMITED TO EXTERIOR SIDING, ROOFING, WINDOWS, EXTERIOR TRIM, AND INTERIOR AND EXTERIOR MILLWORK, ETC. SHALL BE APPROVED BY THE CLIENT.
- DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND/OR DISCREPANCIES IN PLAN AND REPORT ERRORS TO THE ARCHITECT PRIOR TO COMMENCEMENT OF THE WORK, AND TO BE RESPONSIBLE FOR SAME.
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE REQUIRED DESIGN LOADS WITH GOVERNING CODES AND SITE CONDITIONS. VERIFY WITH THE LOCAL BUILDING AGENCIES THE WIND, SEISMIC, SNOW, AND OTHER SPECIAL LOADING CONDITIONS. ARCHITECT SHALL BE NOTIFIED OF ALL DISCREPANCIES.
- THE CLIENT WILL TAKE NECESSARY PRECAUTIONS TO REMOVE OR RELOCATE ITEMS OF VALUE TO BE REUSED AND/ OR SAVED, OR IN ANY DANGER OF BEING DAMAGED DUE TO CONSTRUCTION PROCESS.

DIMENSIONS

- IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON DRAWINGS.
- ALL DIMENSIONS TO OPENINGS ARE ROUGH FRAMING UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
- CEILING HEIGHT DIMENSIONS ARE FROM FLOOR SHEATHING TO UNDERSIDE OF ROOF TRUSS OR FLOOR JOIST.

DETAILS

- DETAILS MARKED "TYPICAL OR TYP." SHALL APPLY IN ALL CASES UNLESS NOTED OTHERWISE (U.N.O.).
- WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
- FOLLOW ALL MANUFACTURER'S RECOMMENDED SPECIFICATIONS AND INSTALLATION PROCEDURES UNLESS OTHERWISE DIRECTED.
- PROVIDE ADEQUATE ANCHORAGE, BLOCKING, BACKING, AND FRAMING FOR LIGHT FIXTURES, ELECTRICAL, UNITS, HVAC EQUIPMENT, ETC.
- SLOPE ALL CONCRETE WALKS AWAY FROM EXTERIOR DOORS A MINIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.
- PROVIDE FIRE-BLOCKING AND DRAFT-STOPPING IN SPACES CREATED BY CHASES, FURRING, ETC. IN ACCORDANCE WITH THE APPLICABLE CODES.
- SMOKE ALARMS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES.
- WINDOW DESIGN INTENDED TO BE IN COMPLIANCE WITH APPLICABLE CODES IN REGARDS TO EGRESS AND SAFETY GLASS. ALL WINDOW SIZES AND REQUIREMENTS TO BE VERIFIED BY CONTRACTOR WITH MANUFACTURER TO ENSURE COMPLIANCE WITH APPLICABLE CODES.

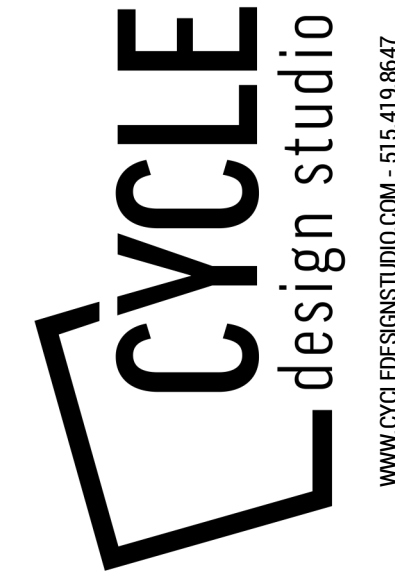
JAMES POINTE TOWNHOMES -
UNIT 'B', 4-PLEX BUILDING
NEAR NORTH JAMES ST./NE 27TH ST.,
GRIMES, IOWA 50111

ISSUE: DATE:
'BID DOCUMENT SET' 2022.05.25

ADDED STONE 2022.05.27

NOTES & LEGENDS

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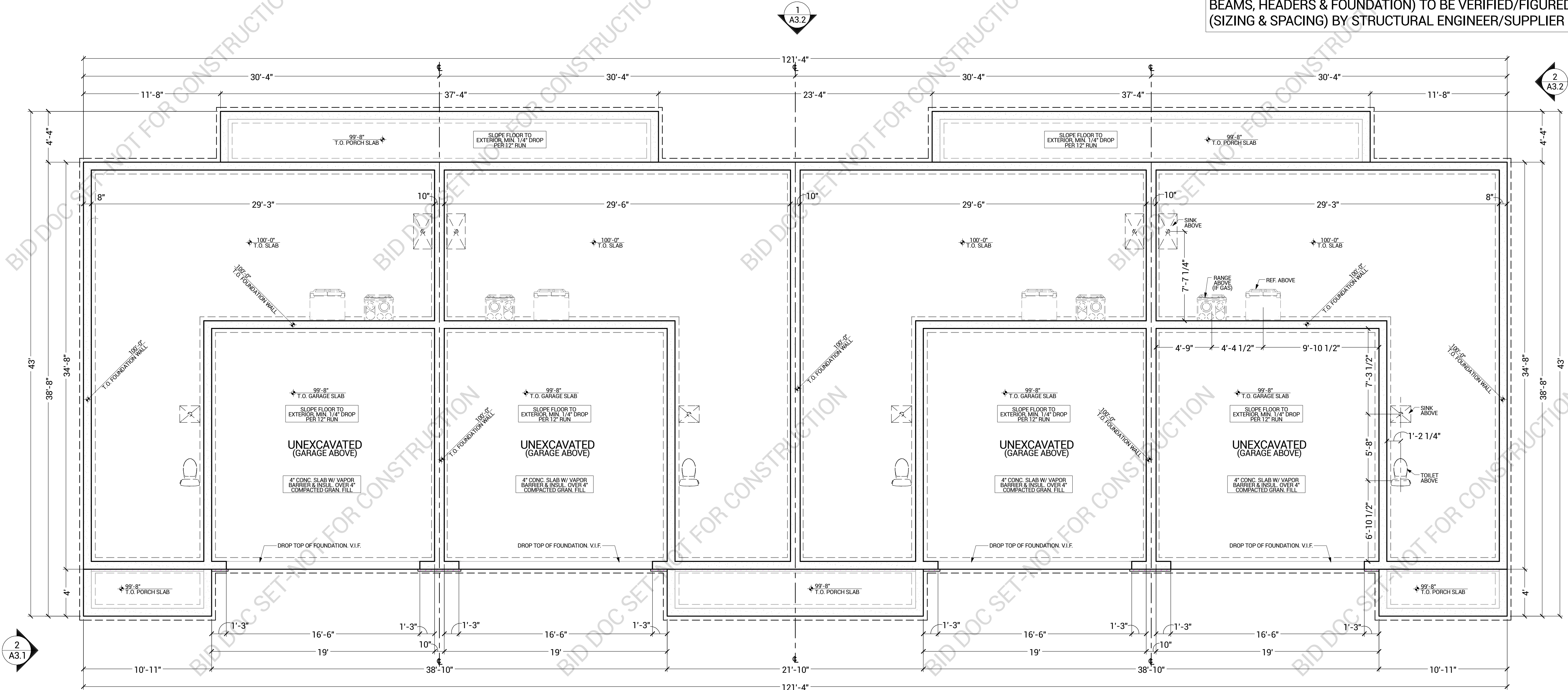


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1 FOUNDATION/SLAB PLAN - UNIT B
SCALE: 24x36 (1/4"=1'-0")

AREA SCHEDULE - UNIT B (INTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT.)	646	950
GARAGE (SQ. FT.)	403	N/A
TOTAL FINISHED LIVING SPACE	1,596	
TOTAL SQ. FT. (FOOTPRINT)	1,999	

AREA SCHEDULE - UNIT B (EXTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT.)	653	947
GARAGE (SQ. FT.)	399	N/A
TOTAL FINISHED LIVING SPACE	1,601	
TOTAL SQ. FT. (FOOTPRINT)	1,999	

•MAIN FLOOR: AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE INCLUDES STAIR OPENING.
•UPPER FLOOR: AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE DOES NOT INCLUDE THE STAIR OPENINGS OR OPEN TO BELOW AREAS.

TOTAL 4-PLEX SQ. FT. (FOOTPRINT) 7,996

FLOOR PLAN NOTES:

- HOUSE - EXTERIOR & INTERIOR WALLS TO BE 2 X 4 STUDS AT 16" O.C. ALL WOOD FRAMING TO BE DOUGLAS FIR.
- GARAGE - EXTERIOR WALLS TO BE 2 X 4 STUDS, 16" O.C.
- ALL INTERIOR WALLS WITH POCKET DOORS TO BE FRAMED WITH 2X4 STUDS.
- ALL PLUMBING WALLS ARE DRAWN WITH 2X4 STUDS. SUBSTITUTE 2X6 STUDS IF DESIRED OR NEEDED.
- ALL CABINETS ARE DIAGRAMMATIC, SEE CABINET SHOP DRAWINGS FOR CABINETS SPECIFICS
- DOUBLE FLOOR JOISTS UNDER PARALLEL WALLS LOCATED ABOVE.
- TRUSS MANUFACTURER TO SIZE MEMBERS, FASTENERS, AND SET SPACING OF ALL ROOF AND FLOOR TRUSSES FOR REQUIRED DESIGN LOADS (MAXIMUM SPACING 24" O.C.). TRUSS LAYOUT AND CALCULATIONS TO BE PROVIDED TO CONTRACTOR PRIOR TO MANUFACTURE OF MEMBERS.
- ALL HVAC, PLUMBING, AND ELECTRICAL WORK TO BE DESIGNED BY OTHERS.
- ALL WOOD IN CONTACT WITH EARTH OR CONCRETE TO BE TREATED.
- ALL ATTIC AND OTHER ENCLOSED SPACES TO BE VENTILATED WITH SCREEN SOFFIT VENTS.
- INSTALL AN ACCESS SCUTTLE OF 22" X 30" MINIMUM TO ATTIC. ATTIC ACCESS TO BE LOCATED THROUGH BONUS ROOM.
- ALL DECK AND STAIR RAILING BALUSTERS TO BE SPACED NO MORE THAN 4" APART.
- BATHROOMS WITHOUT WINDOWS ARE REQUIRED TO HAVE A VENTILATION/EXHAUST FAN.

FLOOR PLAN NOTES CONT:

- PROVIDE AND INSTALL LOCALLY CERTIFIED SMOKE DETECTORS AS REQUIRED BY GOVERNING LOCAL CODES. HARDWIRED SMOKE DETECTORS WITH BATTERY BACK-UP REQUIRED ON EACH FLOOR, IN EACH SLEEPING ROOM, AND HALL OR AREA GIVING ACCESS TO SLEEPING ROOMS.
- WALL BRACING (IRC R602.10) - BUILDING SHALL BE BRACED IN ACCORDANCE WITH SECTION OR R602.12 (SIMPLE METHOD). FROM TABLE R602.10.4, USE CS-WSP BRACING METHOD WITH MIN. 3/8" SHEATHING.
- CS-WSP, CS-PF, PFH - IF NOTED, REFER TO WALL BRACING DETAIL PAGE

NOTE:

- FLOOR STRUCTURE: S.O.G.
- CEILING HEIGHT FOR MAIN FLOOR TO BE 9'-1 1/8".
- CEILING HEIGHT FOR UPPER FLOOR TO BE 8'-1 1/8".
- FLOOR STRUCTURE FOR MAIN & UPPER FLOOR, 11 7/8" I-JOIST

WINDOW NOTES:

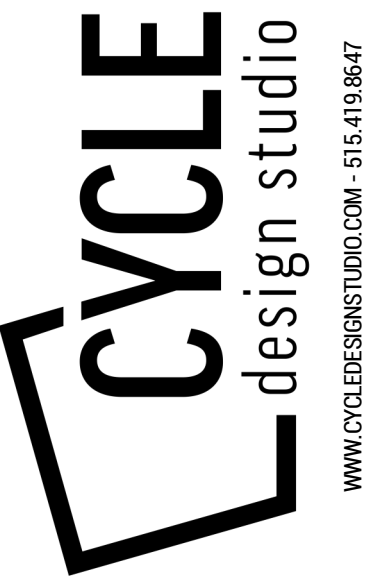
EVERY BEDROOM SHALL BE PROVIDED WITH AN EGRESS WINDOW WITH FINISH SILL HEIGHT NOT GREATER THAN 44" ABOVE THE FINISH FLOOR HEIGHT AND SHALL HAVE A MINIMUM OPENING AREA OF 5.7 SQ. FT. EGRESS WINDOWS SHALL NOT HAVE AN OPENING AREA LESS THAN 20" WIDE OR 24" HIGH.

JAMES POINTE TOWNHOMES -
UNIT 'B', 4-PLEX BUILDING
NEAR NORTH JAMES ST./NE 27TH ST.,
GRIMES, IOWA 50111

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ADDED STONE	2022.05.27

FOUNDATION/
SLAB PLAN

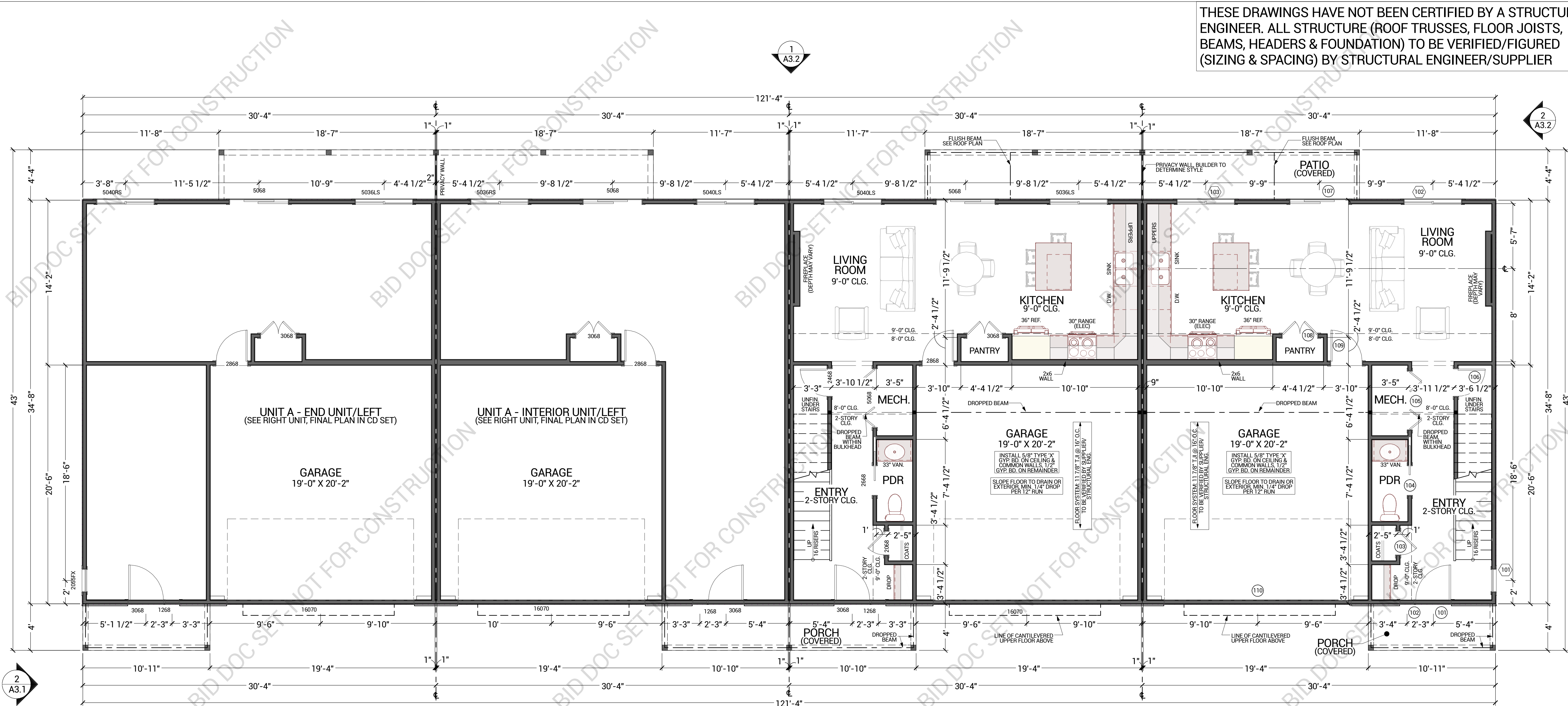
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1 MAIN FLOOR PLAN - UNIT B
SCALE: 24x36 (1/4"=1'-0")

WINDOW SCHEDULE - MAIN FLOOR (SINGLE UNIT)							
NUMBER	WINDOW TYPE	WIDTH	HEIGHT	HEAD HT.	EGRESS	HEADER	COMMENTS
101	FIXED GLASS	24 "	60 "	80 "		(2) 2X10	
102	SLIDER	60 "	48 "	80 "		(2) 2X10	
103	SLIDER	60 "	48 "	80 "		(2) 2X10	

DOOR SCHEDULE - MAIN FLOOR (SINGLE UNIT)					
NUMBER	DOOR TYPE	WIDTH	HEIGHT	HEADER	COMMENTS
101	SWING DOOR - EXTERIOR	36 "	80 "	(2) 2X10	
102	SIDE-LITE	14 "	80 "	(2) 2X10	GLASS
103	SWING DOOR	24 "	80 "		
104	POCKET DOOR	30 "	80 "		
105	BI-FOLD	60 "	80 "		
106	SWING DOOR	28 "	80 "		
107	BYPASS DOOR - EXTERIOR	60 "	80 "	(2) 2X10	GLASS
108	SWING DOOR - DOUBLE	36 "	80 "		
109	SWING DOOR - MUDROOM	32 "	80 "	(2) 2X10	
110	GARAGE DOOR	192 "	84 "	(2) 11 7/8" LVL	20-MIN. FIRE RATED DOOR, SELF-CLOSING, SELF-LATCHING

AREA SCHEDULE - UNIT B (INTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT.)	646	950
GARAGE (SQ. FT.)	403	N/A
TOTAL FINISHED LIVING SPACE	1,596	
TOTAL SQ. FT. (FOOTPRINT)	1,999	

AREA SCHEDULE - UNIT B (EXTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT.)	653	947
GARAGE (SQ. FT.)	399	N/A
TOTAL FINISHED LIVING SPACE	1,601	
TOTAL SQ. FT. (FOOTPRINT)	1,999	

MAIN FLOOR: AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE INCLUDES STAIR OPENING.

UPPER FLOOR: AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE DOES NOT INCLUDE THE STAIR OPENINGS OR OPEN TO BELOW AREAS.

TOTAL 4-PLEX SQ. FT. (FOOTPRINT) 7,996

FLOOR PLAN NOTES:

- HOUSE - EXTERIOR & INTERIOR WALLS TO BE 2 X 4 STUDS AT 16" O.C. ALL WOOD FRAMING TO BE DOUGLAS FIR.
- GARAGE - EXTERIOR WALLS TO BE 2 X 4 STUDS, 16" O.C.
- ALL INTERIOR WALLS WITH POCKET DOORS TO BE FRAMED WITH 2X4 STUDS.
- ALL PLUMBING WALLS ARE DRAWN WITH 2X4 STUDS. SUBSTITUTE 2X6 STUDS IF DESIRED OR NEEDED.
- ALL CABINETS ARE DIAGRAMMATIC, SEE CABINET SHOP DRAWINGS FOR CABINETS SPECIFICS
- DOUBLE FLOOR JOISTS UNDER PARALLEL WALLS LOCATED ABOVE.
- TRUSS MANUFACTURER TO SIZE MEMBERS, FASTENERS, AND SET SPACING OF ALL ROOF AND FLOOR TRUSSES FOR REQUIRED DESIGN LOADS (MAXIMUM SPACING 24" O.C.). TRUSS LAYOUT AND CALCULATIONS TO BE PROVIDED TO CONTRACTOR PRIOR TO MANUFACTURE OF MEMBERS.
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- ALL WOOD IN CONTACT WITH EARTH OR CONCRETE TO BE TREATED.
- ALL ATTIC AND OTHER ENCLOSED SPACES TO BE VENTILATED WITH SCREEN SOFFIT VENTS.
- INSTALL AN ACCESS SCUTTLE OF 22" X 30" MINIMUM TO ATTIC. ATTIC ACCESS TO BE LOCATED THROUGH BONUS ROOM.
- ALL DECK AND STAIR RAILING BALUSTERS TO BE SPACED NO MORE THAN 4" APART.
- BATHROOMS WITHOUT WINDOWS ARE REQUIRED TO HAVE A VENTILATION/EXHAUST FAN.

FLOOR PLAN NOTES CONT:

- PROVIDE AND INSTALL LOCALLY CERTIFIED SMOKE DETECTORS AS REQUIRED BY GOVERNING LOCAL CODES. HARDWIRED SMOKE DETECTORS WITH BATTERY BACK-UP REQUIRED ON EACH FLOOR, IN EACH SLEEPING ROOM, AND HALL OR AREA GIVING ACCESS TO SLEEPING ROOMS.
- WALL BRACING (IRC R602.10) - BUILDING SHALL BE BRACED IN ACCORDANCE WITH SECTION OR R602.12 (SIMPLE METHOD), FROM TABLE R602.10.4, USE CS-WSP BRACING METHOD WITH MIN. 3/8" SHEATHING.
- CS-WSP, CS-PE, PFH - IF NOTED, REFER TO WALL BRACING DETAIL PAGE

NOTE:

- FLOOR STRUCTURE: S.O.G.
- CEILING HEIGHT FOR MAIN FLOOR TO BE 9'-1 1/8".
- CEILING HEIGHT FOR UPPER FLOOR TO BE 8'-1 1/8".
- FLOOR STRUCTURE FOR MAIN & UPPER FLOOR, 11 7/8" I-JOIST

WINDOW NOTES:

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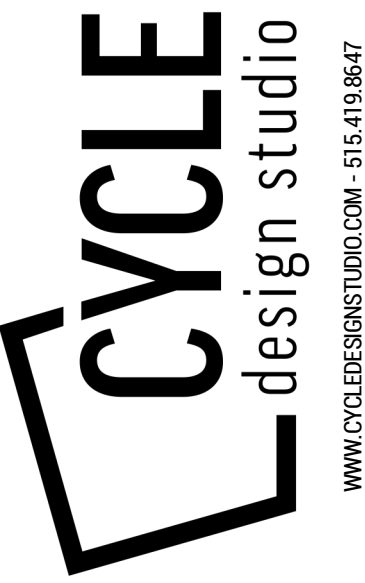
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GRIMES, IOWA 50111

ISSUE:	DATE:
'BID DOCUMENT SET	2022.05.25
ADDED STONE	2022.05.27

MAIN FLOOR PLAN

A1.1

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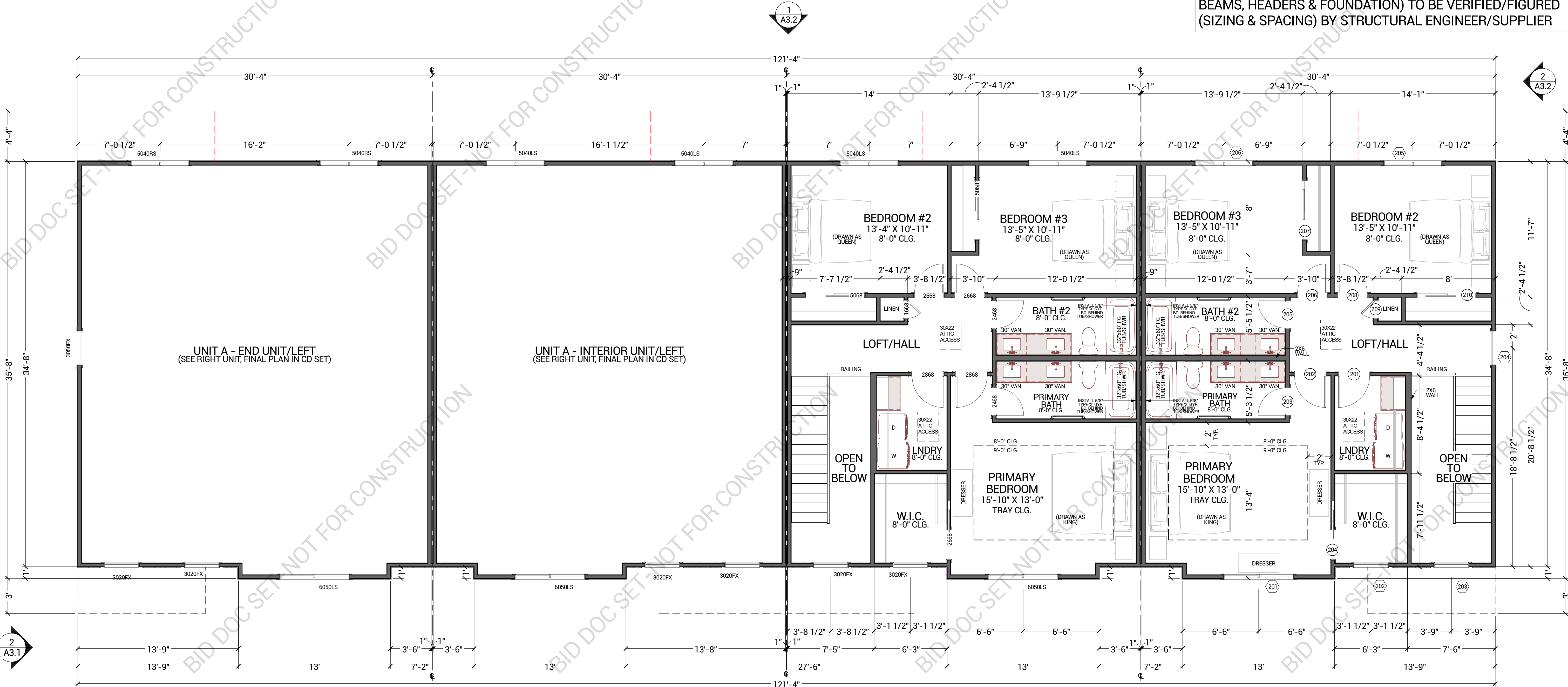
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UPPER FLOOR PLAN

A1.2



1 UPPER FLOOR PLAN - UNIT B
SCALE: 24x36 (1/4"=1'-0")

WINDOW SCHEDULE - UPPER FLOOR (SINGLE UNIT)							
NUMBER	WINDOW TYPE	WIDTH	HEIGHT	HEAD HT.	EGRESS	HEADER	COMMENTS
201	SLIDING	72"	60"	84"	YES	(2) 9 1/2" LVL	
202	FIXED GLASS	36"	24"	84"		(2) 2X10	
203	FIXED GLASS	36"	24"	84"		(2) 2X10	
204	FIXED GLASS	36"	60"	84"		(2) 2X10	END UNIT ONLY
205	SLIDER	60"	48"	84"	YES	(2) 2X10	
206	SLIDER	60"	48"	84"	YES	(2) 2X10	

DOOR SCHEDULE - UPPER FLOOR (SINGLE UNIT)					
NUMBER	DOOR TYPE	WIDTH	HEIGHT	HEADER	COMMENTS
201	SWING DOOR	32"	80"		
202	SWING DOOR	32"	80"		
203	SWING DOOR	28"	80"		
204	POCKET DOOR	30"	80"		
205	SWING DOOR	28"	80"		
206	SWING DOOR	30"	80"		
207	BYPASS	60"	80"		
208	SWING DOOR	30"	80"		
209	SWING DOOR	18"	80"		
210	BYPASS	60"	80"		

AREA SCHEDULE - UNIT B (INTERIOR UNIT)		
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GARAGE (SQ. FT.)	403	N/A
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FLOOR PLAN NOTES:

- HOUSE - EXTERIOR & INTERIOR WALLS TO BE 2 X 4 STUDS AT 16" O.C. ALL WOOD FRAMING TO BE DOUGLAS FIR.
- GARAGE - EXTERIOR WALLS TO BE 2 X 4 STUDS, 16" O.C.
- ALL INTERIOR WALLS WITH POCKET DOORS TO BE FRAMED WITH 2X4 STUDS.
- ALL PLUMBING WALLS ARE DRAWN WITH 2X4 STUDS. SUBSTITUTE 2X6 STUDS IF DESIRED OR NEEDED.
- ALL CABINETS ARE DIAGRAMMATIC, SEE CABINET SHOP DRAWINGS FOR CABINETS SPECIFICS
- DOUBLE FLOOR JOISTS UNDER PARALLEL WALLS LOCATED ABOVE.
- TRUSS MANUFACTURER TO SIZE MEMBERS, FASTENERS, AND SET SPACING OF ALL ROOF AND FLOOR TRUSSES FOR REQUIRED DESIGN LOADS (MAXIMUM SPACING 24" O.C.). TRUSS LAYOUT AND CALCULATIONS TO BE PROVIDED TO CONTRACTOR PRIOR TO MANUFACTURE OF MEMBERS.
- ALL HVAC, PLUMBING, AND ELECTRICAL WORK TO BE DESIGNED BY OTHERS.
- ALL WOOD IN CONTACT WITH EARTH OR CONCRETE TO BE TREATED.
- ALL ATTIC AND OTHER ENCLOSED SPACES TO BE VENTILATED WITH SCREEN SOFFIT VENTS.
- INSTALL AN ACCESS SCUTTLE OF 22" X 30" MINIMUM TO ATTIC. ATTIC ACCESS TO BE LOCATED THROUGH BONUS ROOM.
- ALL DECK AND STAIR RAILING BALUSTERS TO BE SPACED NO MORE THAN 4" APART.
- BATHROOMS WITHOUT WINDOWS ARE REQUIRED TO HAVE A VENTILATION/EXHAUST FAN.

FLOOR PLAN NOTES CONT:

- PROVIDE AND INSTALL LOCALLY CERTIFIED SMOKE DETECTORS AS REQUIRED BY GOVERNING LOCAL CODES. HARDWIRED SMOKE DETECTORS WITH BATTERY BACK-UP REQUIRED ON EACH FLOOR, IN EACH SLEEPING ROOM, AND HALL OR AREA GIVING ACCESS TO SLEEPING ROOMS.
- WALL BRACING (IRC R602.10) - BUILDING SHALL BE BRACED IN ACCORDANCE WITH SECTION OR R602.12 (SIMPLE METHOD). FROM TABLE R602.10.4, USE CS-WSP BRACING METHOD WITH MIN. 3/8" SHEATHING.
- CS-WSP, CS-PF, PFH - IF NOTED, REFER TO WALL BRACING DETAIL PAGE

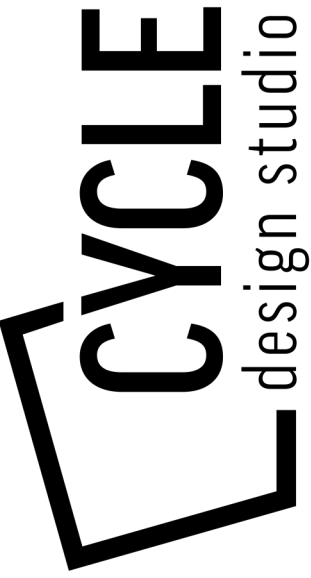
NOTE:

- FLOOR STRUCTURE: S.O.G.
- CEILING HEIGHT FOR MAIN FLOOR TO BE 9'-1 1/8".
- CEILING HEIGHT FOR UPPER FLOOR TO BE 8'-1 1/8".
- FLOOR STRUCTURE FOR MAIN & UPPER FLOOR, 11 7/8" I-JOIST

WINDOW NOTES:

EVERY BEDROOM SHALL BE PROVIDED WITH AN EGRESS WINDOW WITH FINISH SILL HEIGHT NOT GREATER THAN 44" ABOVE THE FINISH FLOOR HEIGHT AND SHALL HAVE A MINIMUM OPENING AREA OF 5.7 SQ. FT. EGRESS WINDOWS SHALL NOT HAVE AN OPENING AREA LESS THAN 20" WIDE OR 24" HIGH.

THESE DRAWINGS HAVE NOT BEEN CERTIFIED BY A STRUCTURAL ENGINEER. ALL STRUCTURE (ROOF TRUSSES, FLOOR JOISTS, BEAMS, HEADERS & FOUNDATION) TO BE VERIFIED/FIGURED (SIZING & SPACING) BY STRUCTURAL ENGINEER/SUPPLIER



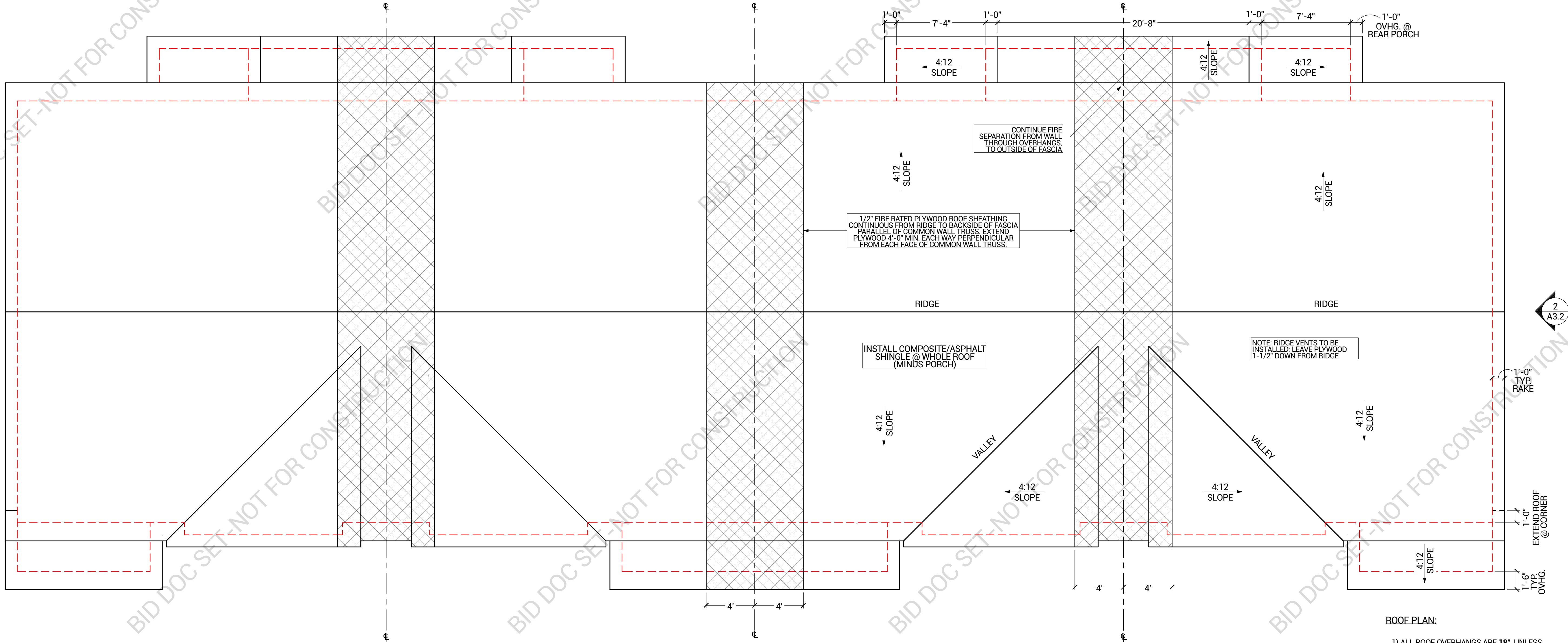
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JAMES POINTE TOWNHOMES -
UNIT 'B', 4-PLEX BUILDING
NEAR NORTH JAMES ST./NE 27TH ST.,
GRIMES, IOWA 50111

ISSUE:	DATE:
'BID DOCUMENT SET	2022.05.25
ADDED STONE	2022.05.27

ROOF PLAN

A2.1



1 ROOF PLAN - UNIT B
SCALE: 24x36 (1/4"=1'-0")

ROOF HEELS (SUPPLIER TO ADJUST AS NEEDED):
• 8" HEELS @ 4:12 ROOFS, UNLESS NOTED OTHERWISE

ESTIMATED SURFACE AREA OF ROOF MATERIAL (SQ.FT)	
COMPOSITE/ASPHALT SHINGLE	5,764 SF (WHOLE BUILDING)

*SQUARE FOOTAGE OF ROOF IS TAKEN FROM THE EXPOSED SURFACE OF THE ROOF.
1. THE AREA EXCLUDES SHEATHED SURFACES BELOW VALLEY
2. NO WASTE FACTOR HAS BEEN INCLUDED

TOTAL 4-PLEX SQ. FT. (FOOTPRINT) 7,996

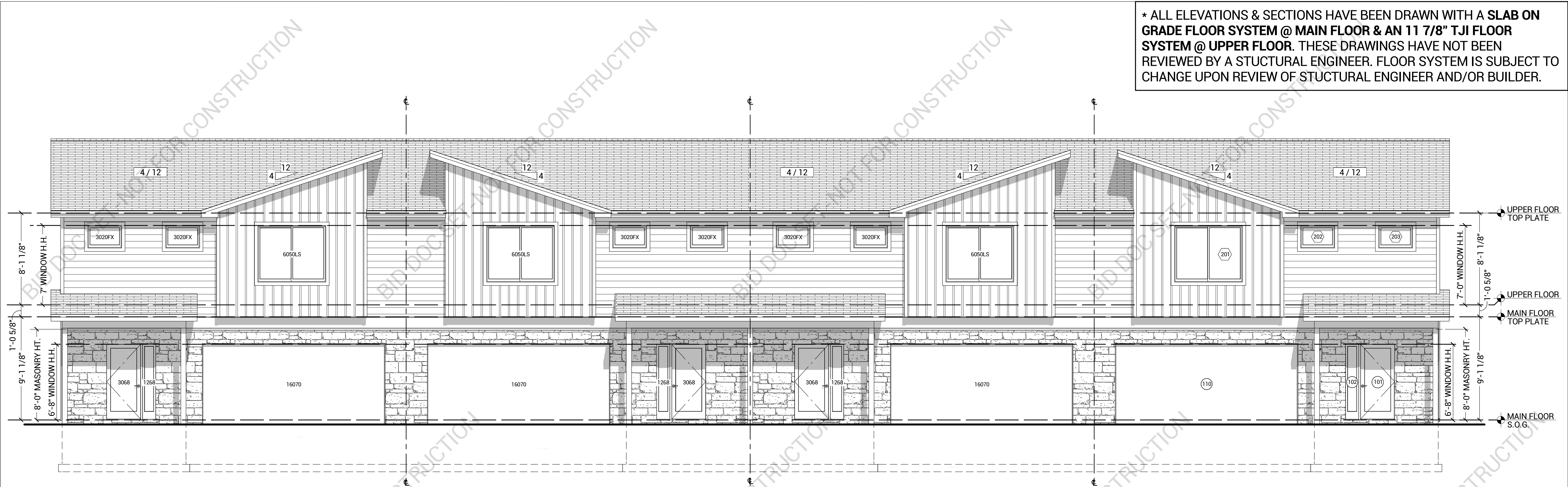
ROOF PLAN:

- 1) ALL ROOF OVERHANGS ARE 18", UNLESS NOTED OTHERWISE
- 2) ALL ROOF RAKES ARE 12", UNLESS NOTED OTHERWISE
- 3) TRUSS MANUFACTURER TO SIZE MEMBERS, FASTENERS, AND SET SPACING OF ALL ROOF AND FLOOR TRUSSES FOR REQUIRED DESIGN LOADS (MAXIMUM SPACING 24" O.C.). TRUSS LAYOUT AND CALCULATIONS TO BE PROVIDED TO CONTRACTOR PRIOR TO MANUFACTURE OF MEMBERS.
- 4) MINIMUM TRUSS/RAFTER FRAMING HEEL HEIGHTS ARE 8" WITH LOWEST SLOPE. ENERGY HELL HEIGHTS ARE A MINIMUM 12" HEEL WITH ROOFS LOWEST SLOPE. HEEL HEIGHTS ARE TO BE SET BASED ON LOWEST SLOPE HEEL HEIGHT SO THAT ALL EAVE LINES MATCH WITH THE SAME OVERHANG DIMENSION.
- 5) ALL ATTIC AND OTHER ENCLOSED SPACES TO BE VENTILATED WITH SCREEN SOFFIT VENTS.
- 6) INSTALL AN ACCESS SCUTTLE OF 22" X 30" MINIMUM WITH 30" HEADROOM INTO ATTIC.
- 7) CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL FLASHING, UNDERLAYMENT AND ROOF PENETRATIONS ARE CONSISTENT WITH INDUSTRY STANDARDS & METHODS.

SOFFITS: ALL SOFFITS TO BE FLAT

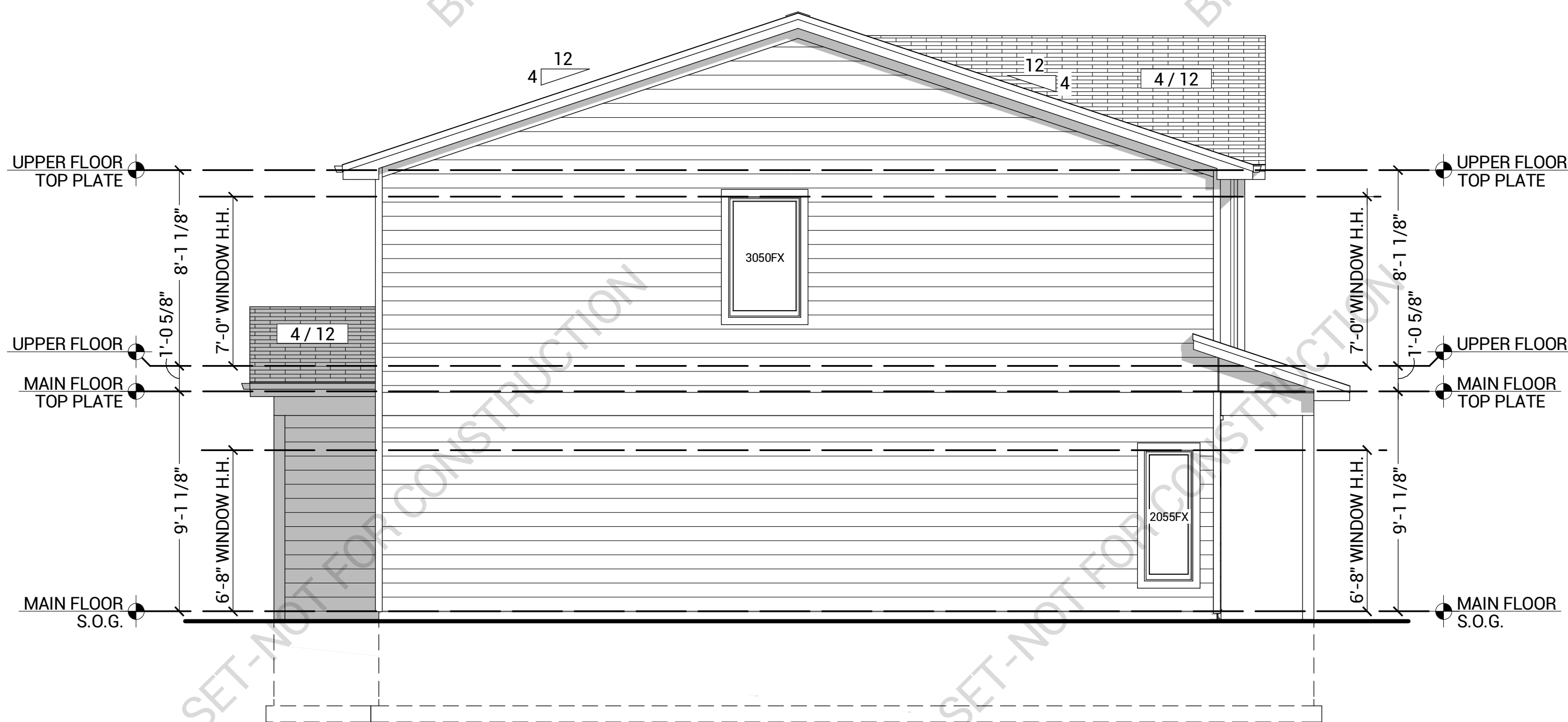
DOWNSPOUTS: BUILDER TO DISCUSS LOCATIONS W/ HOMEOWNER

ROOF VENTS: CALCS & PLACEMENT (SOFFIT & RIDGE) CAN INCLUDED UPON REQUEST



1 FRONT ELEVATION
SCALE: 24x36 (1/4"=1'-0")

EXTERIOR ELEVATION KEYNOTES: TO BE APPLIED IN CD SET, USE KEYNOTE SCHEDULE FOR BIDDING PURPOSES



2 LEFT ELEVATION (END UNIT)
SCALE: 24x36 (1/4"=1'-0")

Elevation Note Schedule	
1	1x12 BAND BOARD
2	1x4 CORNER BOARD, TYP.
3	1x6 FRIEZE BOARD
4	1x8 FASCIA
5	1x8 RAKE
6	ASPHALT/COMPOSITE SHINGLES
7	BOARD & BATTEN, PAINTED FIBER CEMENT (LP OR HARDIE)
8	BUILDER TO DETERMINE DEPTH OF PORCH/GARAGE FOOTINGS, TO BE 3'-6" MINIMUM BELOW GRADE PER CODE
9	CONCRETE STOOP @ PORCH
10	DOOR TRIM: 1x4 JAMB w/ 1x4 HEAD TRIM, DOOR PER BUILDER
11	EXPOSED CONCRETE FOUNDATION, PAINTED, COLOR TO MATCH SIDING
12	LAP SIDING, PAINTED FIBER CEMENT (LP OR HARDIE)
13	LINE OF GRADE, SLOPE AWAY FROM HOUSE
14	POST/DROPPED BEAM @ COVERED PORCH: SIZE MAY VARY, TREATED, WRAP IN PAINTED FIBER CEMENT
15	PRIVACY WALL, BUILDER TO DETERMINE STYLE
16	WINDOW TRIM: 1x4 JAMB, SILL, & HEAD TRIM

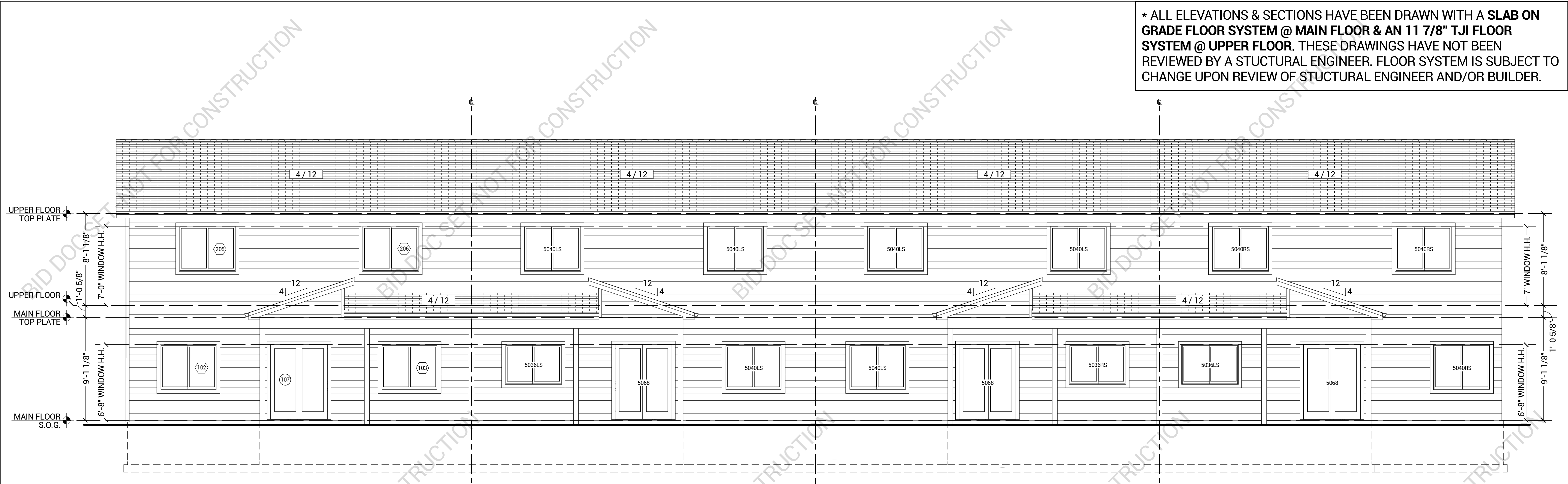
ESTIMATED WALL/CEILING CLADDING (SQ.FT PER UNIT)				
	FRONT (% PERCENTAGE OF FRONT)	REAR	LEFT/RIGHT (END UNIT)	TOTAL
LAP SIDING	101 SF (32%)	315 SF	684 SF	1,100 SF
BOARD & BATTEN	108 SF (33%)	N/A	10 SF	118 SF
STONE VENEER	111 SF (35%)	N/A	N/A	111 SF
- SQUARE FOOTAGE OF CLADDING/SIDING IS TAKEN FROM THE EXPOSED SURFACE OF THE WALL. - THE AREA EXCLUDES WINDOW AND DOOR OPENINGS AND CASING - THESE CALCS SHOULD ONLY BE USED FOR BIDDING PURPOSES ONLY. FIELD VERIFY FOR EXACT QUANTITIES.				

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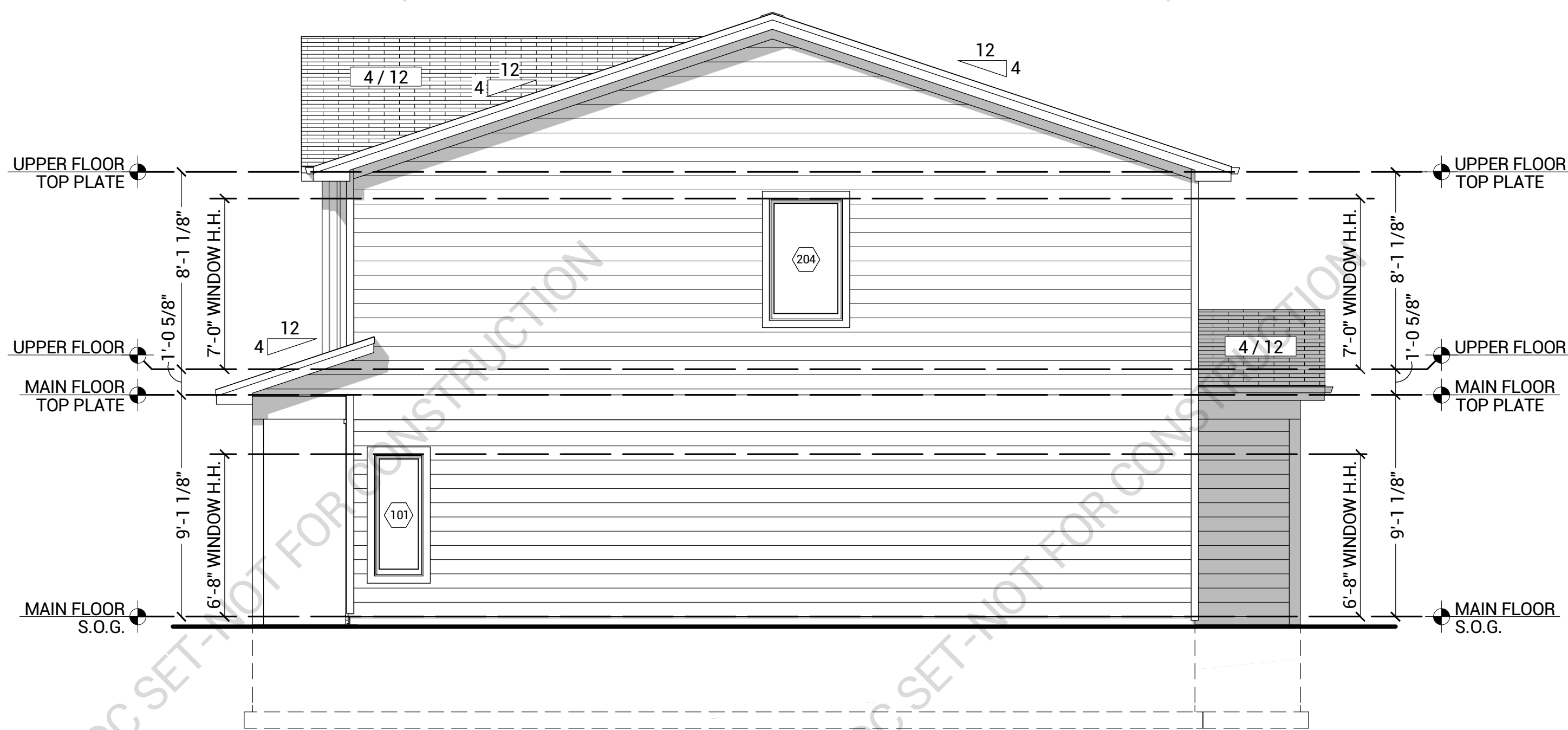
EXTERIOR
ELEVATIONS -
FRONT & LEFT

A3.1



1 REAR ELEVATION
SCALE: 24x36 (1/4"=1'-0")

EXTERIOR ELEVATION KEYNOTES: TO BE APPLIED IN CD SET, USE KEYNOTE SCHEDULE FOR BIDDING PURPOSES



2 RIGHT ELEVATION (END UNIT)
SCALE: 24x36 (1/4"=1'-0")

Elevation Note Schedule	
1	1x12 BAND BOARD
2	1x4 CORNER BOARD, TYP.
3	1x6 FRIEZE BOARD
4	1x8 FASCIA
5	1x8 RAKE
6	ASPHALT/COMPOSITE SHINGLES
7	BOARD & BATTEN, PAINTED FIBER CEMENT (LP OR HARDIE)
8	BUILDER TO DETERMINE DEPTH OF PORCH/GARAGE FOOTINGS, TO BE 3'-6" MINIMUM BELOW GRADE PER CODE
9	CONCRETE STOOP @ PORCH
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16	WINDOW TRIM: 1x4 JAMB, SILL, & HEAD TRIM

ESTIMATED WALL/CEILING CLADDING (SQ.FT PER UNIT)				
	FRONT (& PERCENTAGE OF FRONT)	REAR	LEFT/RIGHT (END UNIT)	TOTAL
LAP SIDING	101 SF (32%)	315 SF	684 SF	1,100 SF
BOARD & BATTEN	108 SF (33%)	N/A	10 SF	118 SF
STONE VENEER	111 SF (35%)	N/A	N/A	111 SF
- SQUARE FOOTAGE OF CLADDING/SIDING IS TAKEN FROM THE EXPOSED SURFACE OF THE WALL. - THE AREA EXCLUDES WINDOW AND DOOR OPENINGS AND CASING - THESE CALCS SHOULD ONLY BE USED FOR BIDDING PURPOSES ONLY. FIELD VERIFY FOR EXACT QUANTITIES.				

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UNIT 'B', 4-PLEX BUILDING
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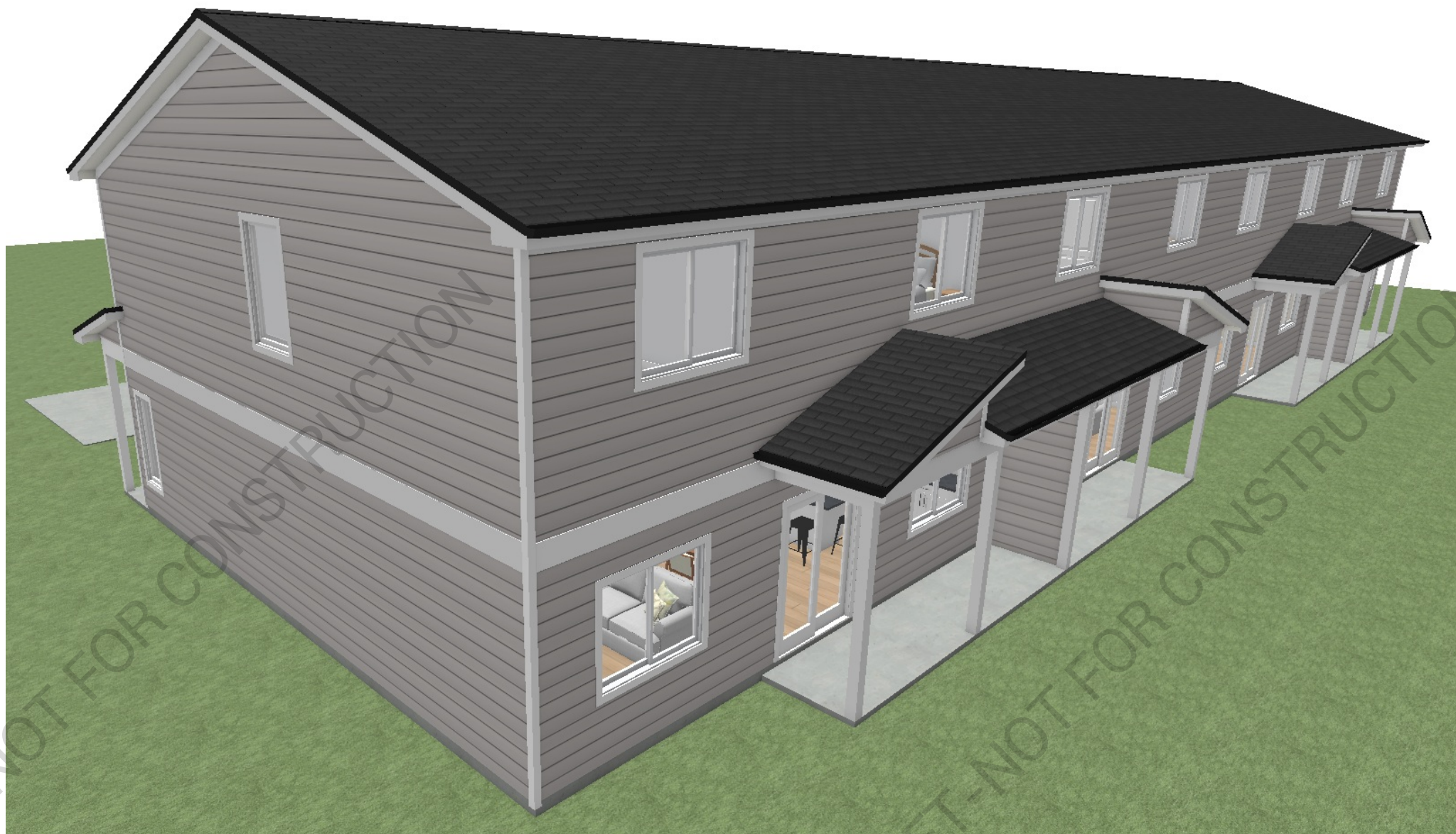
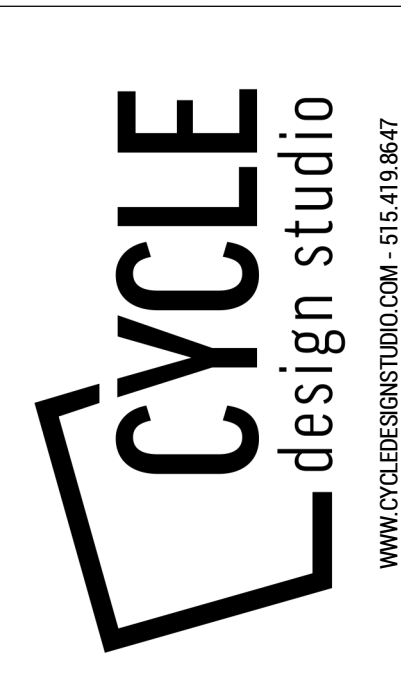
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EXTERIOR
ELEVATIONS -
REAR & RIGHT

A3.2



* THESE IMAGES ARE TO BE USED FOR VISUAL & BIDDING PURPOSES ONLY. THESE ARE NOT TO ANY SCALE & SHOULD NOT BE BUILT FROM. ONLY USED TO FURTHER EXPLAIN SPECIFIC MATERIAL & COLOR CONCEPTS.



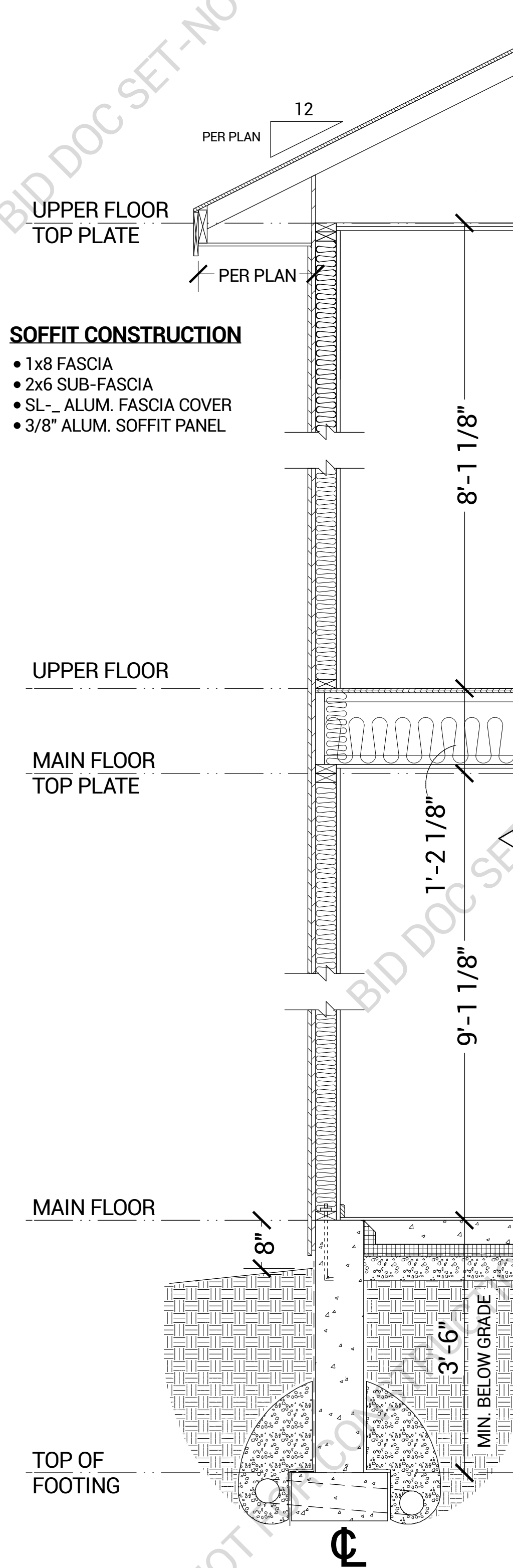
3D PERSPECTIVES - EXTERIOR
SCALE: NOT TO SCALE

JAMES POINTE TOWNHOMES -
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3D PERSPECTIVES - EXTERIOR

A3.3



ROOF CONSTRUCTION

- ARCHITECTURAL SHINGLES
- 15LB FELT
- 1/2" OSB SHEATHING w/ CLIPS
- ODE ROOF EDGE

TRUSS / ATTIC CONSTRUCTION

- PROPER VENTS
- R-50 FIBERGLASS / CELLULOSE INSULATION
- ENGINEERED WOOD TRUSSES (24" O.C.)

CEILING CONSTRUCTION

- 6 MIL VAPOR BARRIER
- (2) LAYERS OF 5/8" TYPE "X" GYP BOARD ON CEILING (FOR 1-HOUR FIRE RATING)

FLOOR CONSTRUCTION

- 3/4" OSB T&G SHEATHING
- 11 7/8" TJI FLOOR SYSTEM, 16" O.C.
- R-19 FIBERGLASS BATT OR 3" SPRAY FOAM SILL INSULATION

WALL CONSTRUCTION

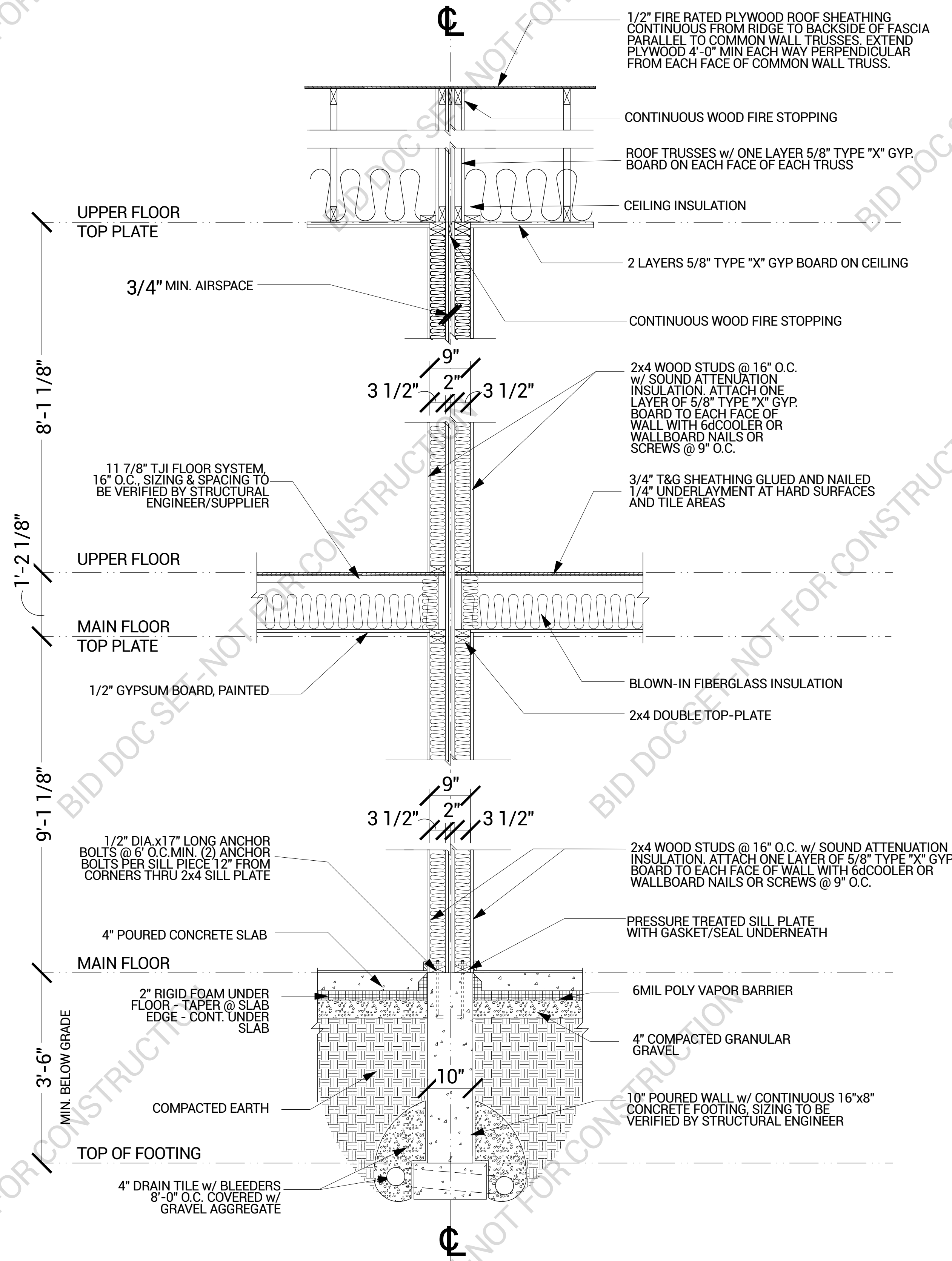
- 1/2" SHEETROCK
- 6 MIL VAPOR BARRIER
- R-19 FIBERGLASS INSULATION
- 2x4 STUDS 16" O.C.
- 7/16" OSB EXTERIOR SHEATHING
- HOUSE WRAP
- SIDING

FOUNDATION WALL/FLOOR CONSTRUCTION

- WALL**
- 2x6 TREATED SILL PLATE w/ ANCHOR BOLTS 6' O.C.
- SILL SEALER & CONT. BEAD OF SEALANT
- 8" POURED WALL w/ DAMP PROOFING @ EXTERIOR

- FLOOR**
- 4" POURED CONCRETE FLOOR
- 2" RIGID FOAM UNDER FLOOR - TAPER @ SLAB EDGE - CONT. UNDER SLAB
- 6MIL POLY VAPOR BARRIER
- 4" COMPACTED GRANULAR GRAVEL

- FOOTING**
- CONTINUOUS 16"x8" CONCRETE FOOTING
- 4" DRAIN TILE w/ BLEEDERS 8'-0" O.C. COVERED w/ GRAVEL AGGREGATE



TYPICAL COMMON WALL SECTION

SCALE: 24x36 (1"=1'-0")

NOTE:
VERIFY LOCATION AND SIZE OF FOOTINGS, BEARING WALLS AND BEAMS WITH
BUILDER, TYPICAL.

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EXPRESSED OR IMPLIED TO THE STRUCTURAL PORTIONS OF THIS DESIGN.
FOOTINGS, BEARING WALLS AND BEAMS SHOWN ON THIS PLAN ARE
SCHEMATIC ONLY. **CYCLE DESIGN STUDIO** IS NOT LIABLE FOR ANY STRUCTURAL
ISSUES NOW OR IN THE FUTURE. FOR QUESTIONS CONCERNING STRUCTURAL
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ENGINEER.

TO BE INCLUDED
IN CD SET

STAIR SECTION

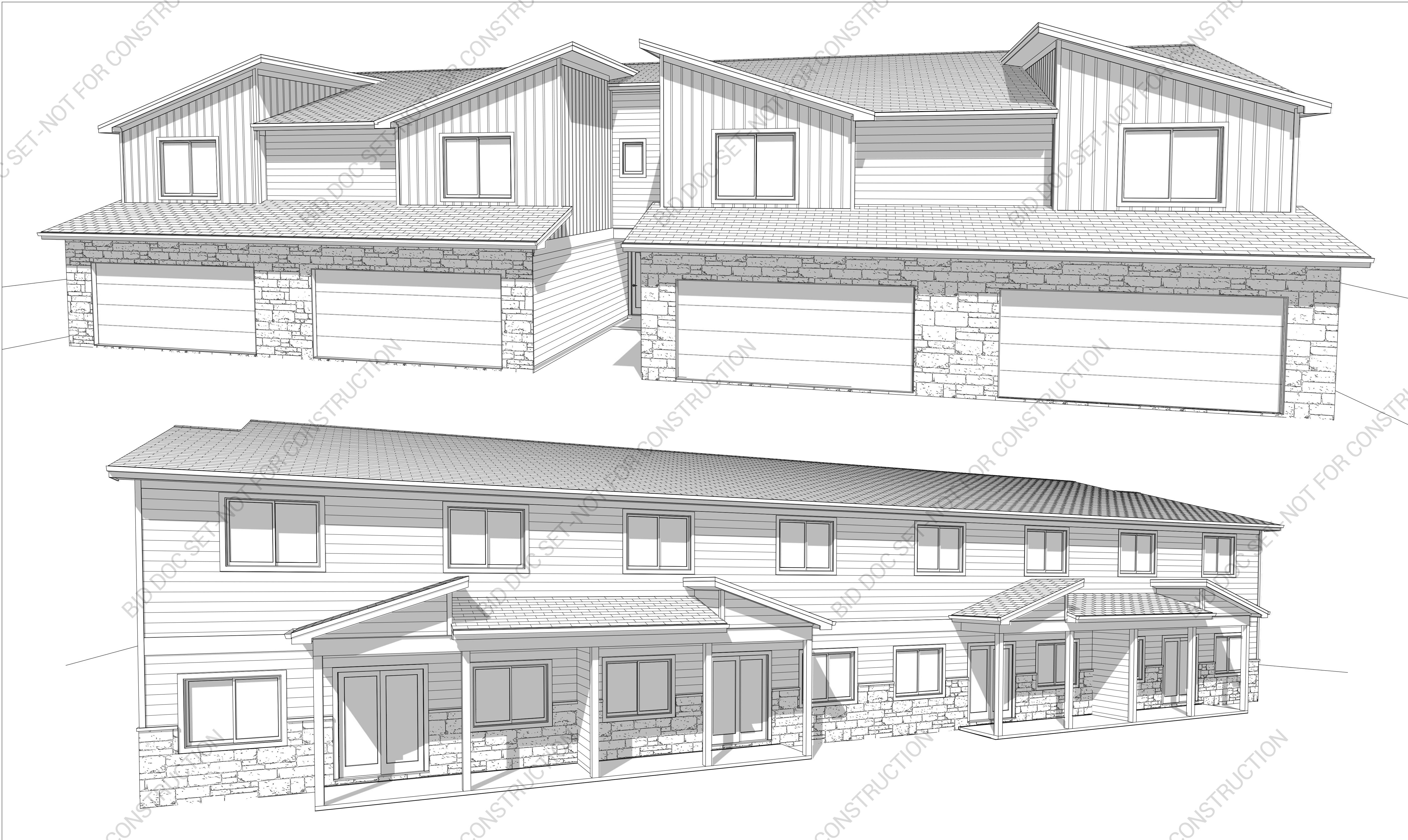
SCALE: 24x36 (3/8"=1'-0")

JAMES POINTE TOWNHOMES - UNIT 'B', 4-PLEX BUILDING NEAR NORTH JAMES ST./NE 27TH ST., GRIMES, IOWA 50111

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SECTIONS -
TYPICAL END
WALL, COMMON
WALL, & STAIR

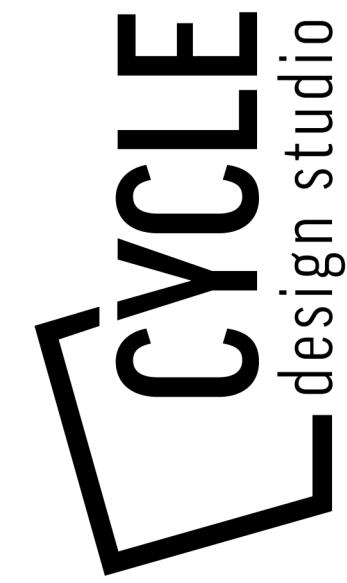
A4.1



CYCLE
design studio

JAMES POINTE TOWNHOMES - UNIT 'A', 4-PLEX BUILDING - BID DOCUMENT SET

**SOUTHWEST CORNER OF NORTH JAMES ST./27TH ST. INTERSECTION
GRIMES, IOWA 50111**



**JAMES POINTE TOWNHOMES -
UNIT 'A', 4-PLEX BUILDING**
NEAR NORTH JAMES ST./NE 27TH ST.,
GRIMES, IOWA 50111

ISSUE:	DATE:
'BID DOCUMENT SET'	2022.05.11
ADDED STONE	2022.05.27

COVER SHEET

G1.0

PROJECT INFO

OWNER: JAMES POINTE, LLC

PROJECT ADDRESS: SOUTHWEST CORNER OF NORTH JAMES ST./27TH ST. INTERSECTION
GRIMES, IOWA 50111

LEGAL: -----

CODE ENFORCEMENT: POLK COUNTY, IOWA

WATER: ----

PERMIT: -----

DESIGNER: CYCLE DESIGN STUDIO, PLLC

BUILDER / CONTRACTOR: TEAL CREEK HOMES

ENGINEERING: NA

LANDSCAPE DESIGN: NA

SHEET INDEX

G1.0 - COVER SHEET

G1.1 - PROJECT INFORMATION, AREA CHART, & SHEET INDEX, GENERAL NOTES, VICINITY MAP, & ABBREVIATIONS

A1.0 - FOUNDATION/SLAB PLAN

A1.1 - MAIN FLOOR PLAN, WINDOW & DOOR SCHEDULES

A1.2 - UPPER FLOOR PLAN, WINDOW & DOOR SCHEDULES

A2.1 - ROOF PLAN

A3.1 - EXTERIOR ELEVATIONS - FRONT & LEFT

A3.2 - EXTERIOR ELEVATIONS - REAR & RIGHT

A3.2 - 3D PERSPECTIVES - EXTERIOR

A4.1 - SECTIONS - TYPICAL END WALL, COMMON WALL, & STAIR (STAIR TO BE INCLUDED IN CD SET)

D1 - DETAILS - WALL BRACING (TO BE INCLUDED IN CD SET)

AREA CHART - SINGLE UNIT

AREA SCHEDULE - UNIT A (INTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT)	657	924
GARAGE (SQ. FT)	430	N/A
TOTAL FINISHED LIVING SPACE	1,581	
TOTAL SQ. FT. (FOOTPRINT)	2,011	

***MAIN FLOOR:** AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE INCLUDES STAIR OPENING.

***UPPER FLOOR:** AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE DOES NOT INCLUDE THE STAIR OPENINGS OR OPEN TO BELOW AREAS.

TOTAL 4-PLEX SQ. FT. (FOOTPRINT) 7,986

AREA SCHEDULE - UNIT A (EXTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT)	628	924
GARAGE (SQ. FT)	430	N/A
TOTAL FINISHED LIVING SPACE	1,552	
TOTAL SQ. FT. (FOOTPRINT)	1,982	

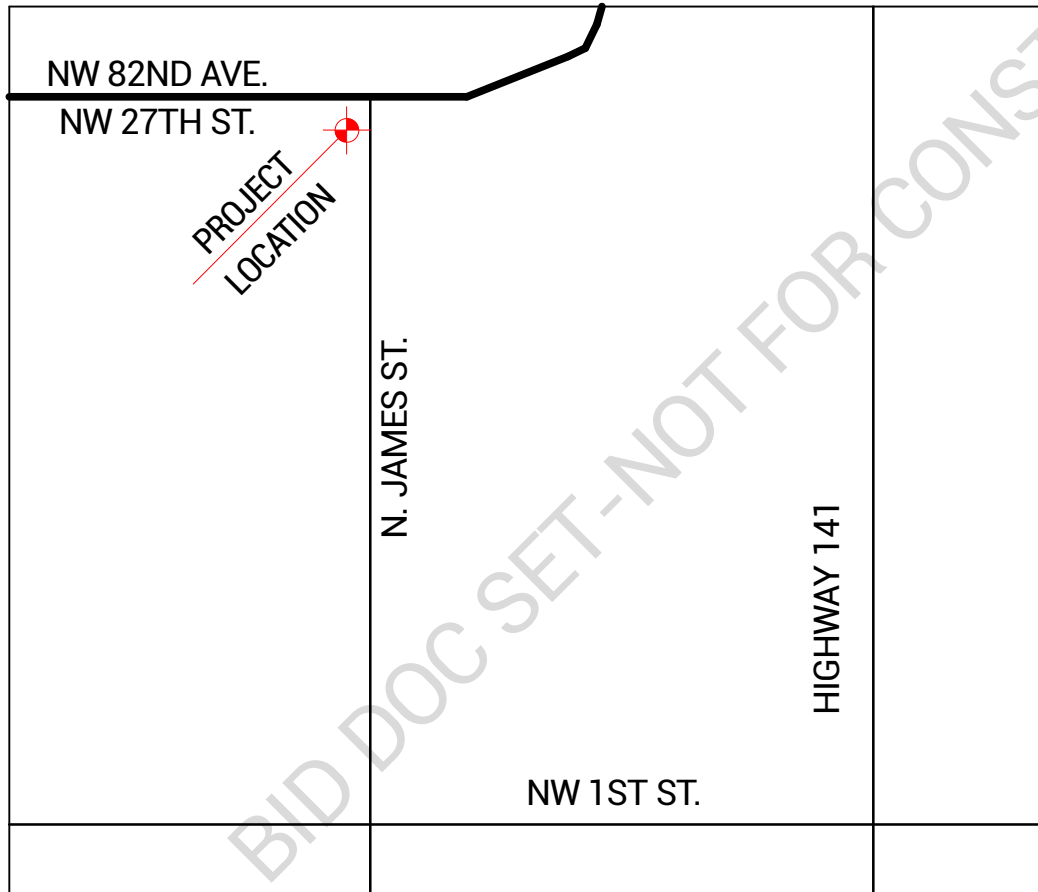
***MAIN FLOOR:** AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE INCLUDES STAIR OPENING.

***UPPER FLOOR:** AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE DOES NOT INCLUDE THE STAIR OPENINGS OR OPEN TO BELOW AREAS.

ABBREVIATIONS

A ABV A/C ACC AFT ADJ AGG AHU FLR ALUM AP APX ARCH AUTO AWNG	ABOVE AIR CONDITIONING ACCESS ABOVE FINISH FLOOR ADJUSTABLE AGGREGATE AIR HANDLING UNIT ALTERNATE ALUMINUM ACCESS PANEL APPROXIMATE ARCHITECT(URAL) AUTOMATIC AWNING	B BD BF BLKG BLDG BM BP BRG BRK BS BSMT BTM OR BOT BTWN BLV	BOARD BI-FOLD (DOOR) BLOCKING BUILDING BEAM BI-PASS (DOOR) BEARING BRICK BOTH SIDES BASEMENT BEARING BRICK BS BSMT BTM OR BOT BTWN BLV	C CAB CANT CF CFB CHAM CI CIP CIR CIRC CJ CL CLG CLR CMU CO COL COMB CONC COND CONST CONT CORR CPT CSMT CST CTR CNDT COV	CABINET CANTILEVER CUBIC FOOT CEMENT FIBER BOARD CHAMFER CAST IRON CAST-IN-PLACE CONCRETE CIRCLE CIRCUMFERENCE CONTROL JOINT OR CONSTRUCTION JOINT CENTER LINE CEILING CLEAR(ANCE) CONCRETE MASONRY UNIT CASED OPENING COLUMN COMBINATION CONCRETE (AC) CONDENSER CONSTRUCTION CONTINUOUS CORRUGATED CARPET CASEMENT CAST STONE CENTER OR COUNTER CONDITION COVERED	D 12"D D DBL DECO DET DH DIAM DIM DL DN DR DS DT DTL DW DWS DWR	12" DEEP DRYER DOUBLE DECORATIVE DETAIL DOUBLE HUNG DIAMETER DIMENSION DEAD LOAD DOWN (STAIRS) DOOR DOWNSPOUT DRAIN TILE DETAIL DISH WASHER DRAWING DRAWER	E EA EB EF EJ ELEV ELEC EP EQ EST EXH EXT	EACH EYEBROW (FLAT ARCH) EACH FACE EXPANSION JOINT ELEVATION ELECTRICAL ELECTRICAL PANEL EQUAL ESTIMATE EXHAUST EXTERIOR	F FAS FB FD FX FGL FIN FLG FLR FLUR FND FP FTG	FASTEN(ER) FACE BRICK FLOOR DRAIN FIXED GLASS FIBERGLASS FINISH FLASHING FLOOR(ING) FLUORESCENT (LIGHT) FOUNDATION FIREPLACE FOOTING	G GB GC GD GDO GFI GL GAR GYP BD	GYPSUM (WALL) BOARD GENERAL CONTRACTOR GRADE OR GRADING GARAGE DOOR OPENER GROUND FAULT INTERRUPTER GLASS OR GLAZING GARAGE GYPSUM BOARD	H 42"H HB HC HD HDR HDW HH HT HORZ HR HRS HS HVAC HWD	42" HIGH (WALL) HOSE BIBB HOLLOW CORE HEAD OR HARD HEADER HARDWARE HEAD HEIGHT HEIGHT HORIZONTAL HALF ROUND (WINDOW) HOUR HARD SURFACE HEATING/VENTILATING/AIR COND. HARDWOOD (FLOORS)	I INS OR INSUL INT	ILO IN LIEU OF INSULATED(TION) INTERIOR	J JST JT	JOIST (FLOOR OR ROOF) JOINT	K KIT K/S	KITCHEN KNEE SPACE	L LAM LAV LIV LT LTL LVL LVR	LAMINATE(D) LAVATORY (SINK) LIVING LAUNDRY TUB LUNITEL LAM VENEER LUMBER (BEAMS) LOUVER	M MAX MAS MATL MC MDF MECH MFR MIN MIR MSC MLD MMB MO MTL MT MULL	MAXIMUM MASONRY MATERIAL MEDICINE CABINET MEDIUM DENSITY FIBER BOARD MECHANICAL MANUFACTURER MINIMUM MIRROR MISCELLANEOUS MOULDING MEMBRANE MASONRY OPENING METAL MOUNTED(ING) MULLION OR MULLED	N N/A NOM NTS	NOT APPLICABLE NOMINAL NOT TO SCALE	O OA OBS OC OE OHC OGD OH OPNG OPT OSB	OVERALL OBSCURE (GLAZING) ON CENTER OWNERS ENTRY OVERHEAD CABINET OVERHEAD GARAGE DOOR OVERHEAD OPENING OPTIONAL ORIENTED STRAND BOARD	P PD PAR PBS PC PED PERI PL P LAM. PNL PREFAB PSF PSI PSL PTN PT PV PVC PVMT PVD PWDR PO	PULL DOWN PARALLEL PER BUILDER'S SPECIFICATIONS PRECAST CONCRETE PEDESTAL (SINK) PERIMETER PLATE (HEIGHT) PLASTIC LAMINATE PANEL PREFABRICATED POUNDS PER SQUARE FOOT POUNDS PER SQUARE INCH PARALLEL STRAND LUMBER PARTITION PRESSURE TREATED (WOOD) PAVE(D) OR PAVING POLYVINYL CHLORIDE (PIPE) PAVEMENT PLYWOOD POWDER POCKET OFFICE	R RI R RAD RD REF REQ REV REINF RFG RLG R/M RM RO R/S	RIDGE RISER (ON STAIRS) RADIUS ROOF DRAIN REFRIGERATOR REQUIRED REVISION(S) REVISED REINFORCED(ING) ROOFING RAILING RANGE W/ MICROWAVE ROOM ROUGH OPENING ROD AND SHELF(S)	S SC SCH SD SEC SF SGD SH SHT SIM SKL SL SLP SPEC SPK STD STOR STL STR SQ SUS SW SHWR	SOLID CORE (DOOR) W/ SELF CLOSER SCHEDULE SMOKE DETECTOR SECTION SQUARE FEET SLIDING GLASS DOOR SINGLE HUNG OR SHELF(VING) (DRAWING) SHEET SIMILAR SKYLIGHT SIDELIGHT SLOPE SPECIFICATIONS (AUDIO) SPEAKER(S) STANDARD STORAGE STEEL STRUCTURAL SQUARE SUSPENDED SHEAR WALL SHOWER	T T TB TBD TC TCJ TEMP T&G TEL THR TMC TOP TOM TRN TP TV TYP	TILE TOWEL BAR TO BE DETERMINED TERRA COTTA TROWELED CONTROL JOINT TEMPERED (GLASS) TONGUE & GROOVE TELEPHONE THRESHOLD TOP OF CONCRETE TOP OF FOUNDATION TOP OF MASONRY TRANSOM (WINDOW) TOILET PAPER HOLDER TELEVISION OUTLET OR LOCATION TYPICAL	U UC UNF UNO UNEX	UNDERCUT (DOOR) UNFINISHED UNLESS NOTED OTHERWISE UNEXCAVATED	V VB VB36 VERT VIN VS	VANITY BASE 36" WIDE VANITY BASE VERTICAL (SHEET) VINYL VEGETABLE SINK	W W WC WD WF WH WI WIC WIN W/WO WSCOT	WIDE OR WASHING MACHINE WATER CLOSET WOOD WIDE FLANGE (STEEL BEAM) WATER HEATER WROUGHT IRON WALK-IN CLOSET WINDOW WITH OR WITHOUT WAINSCOT
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VICINITY MAP



GENERAL NOTES

- ALL WORK SHALL BE PERFORMED WITH ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES AND ALL AUTHORITIES HAVING JURISDICTION
- THE CONTRACTOR SHALL EXAMINE THE PROJECT DRAWINGS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES FOUND BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL VERIFY CONDITIONS AT THE SITE AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
- THESE PLANS HAVE NOT BEEN CERTIFIED BY A STRUCTURAL ENGINEER.
- EACH CONTRACTOR SHALL INCLUDE LABOR, MATERIALS, TOOLS, EQUIPMENT, ETC. FOR THE COMPLETE CONSTRUCTION OF THE WORK INDICATED AS SPECIFIED BY THE DRAWINGS AND SPECIFICATIONS, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE BETWEEN CONTRACTOR AND CLIENT.
- MATERIALS AS SPECIFIED ON DRAWINGS AND CONTRACTUAL DOCUMENTS SHALL BE USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DETAILING AND COORDINATION IN CONJUNCTION WITH SUBSTITUTIONS MADE TO SPECIFIC MATERIALS.
- CYCLE DESIGN STUDIO (CYCLE) SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK OR FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUB-CONTRACTORS, OR ANY OTHER PERSONS PERFORMING THE WORK OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS.
- ALL PLUMBING, MECHANICAL, AND ELECTRICAL WORK IS TO BE COORDINATED BETWEEN THE TRADES AS PART OF THEIR INSTALLATION LAYOUT.
- CONTRACTOR SHALL PROVIDE ADEQUATE BRACING AND/OR SHORING TO ENSURE STRUCTURAL STABILITY OF BUILDING DURING CONSTRUCTION.
- ALL MATERIAL FINISHES AND STYLES INCLUDING BUT NOT LIMITED TO EXTERIOR SIDING, ROOFING, WINDOWS, EXTERIOR TRIM, AND INTERIOR AND EXTERIOR MILLWORK, ETC. SHALL BE APPROVED BY THE CLIENT.
- DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND/OR DISCREPANCIES IN PLAN AND REPORT ERRORS TO THE ARCHITECT PRIOR TO COMMENCEMENT OF THE WORK, AND TO BE RESPONSIBLE FOR SAME.
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE REQUIRED DESIGN LOADS WITH GOVERNING CODES AND SITE CONDITIONS. VERIFY WITH THE LOCAL BUILDING AGENCIES THE WIND, SEISMIC, SNOW, AND OTHER SPECIAL LOADING CONDITIONS. ARCHITECT SHALL BE NOTIFIED OF ALL DISCREPANCIES.
- THE CLIENT WILL TAKE NECESSARY PRECAUTIONS TO REMOVE OR RELOCATE ITEMS OF VALUE TO BE REUSED AND/ OR SAVED, OR IN ANY DANGER OF BEING DAMAGED DUE TO CONSTRUCTION PROCESS.

DIMENSIONS

- IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON DRAWINGS.
- ALL DIMENSIONS TO OPENINGS ARE ROUGH FRAMING UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS TO STUD PARTITIONS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE.
- CEILING HEIGHT DIMENSIONS ARE FROM FLOOR SHEATHING TO UNDERSIDE OF ROOF TRUSS OR FLOOR JOIST.

DETAILS

- DETAILS MARKED "TYPICAL OR TYP." SHALL APPLY IN ALL CASES UNLESS NOTED OTHERWISE (U.N.O.).
- WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THE PROJECT.
- FOLLOW ALL MANUFACTURER'S RECOMMENDED SPECIFICATIONS AND INSTALLATION PROCEDURES UNLESS OTHERWISE DIRECTED.
- PROVIDE ADEQUATE ANCHORAGE, BLOCKING, BACKING, AND FRAMING FOR LIGHT FIXTURES, ELECTRICAL, UNITS, HVAC EQUIPMENT, ETC.
- SLOPE ALL CONCRETE WALKS AWAY FROM EXTERIOR DOORS A MINIMUM OF 2% TO PREVENT WATER FROM RUNNING OR BEING BLOWN UNDER DOORWAYS AND TO PREVENT STANDING WATER FROM ACCUMULATING IN FRONT OF DOORS.
- PROVIDE FIRE-BLOCKING AND DRAFT-STOPPING IN SPACES CREATED BY CHASES, FURRING, ETC. IN ACCORDANCE WITH THE APPLICABLE CODES.
- SMOKE ALARMS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES.
- WINDOW DESIGN INTENDED TO BE IN COMPLIANCE WITH APPLICABLE CODES IN REGARDS TO EGRESS AND SAFETY GLASS. ALL WINDOW SIZES AND REQUIREMENTS TO BE VERIFIED BY CONTRACTOR WITH MANUFACTURER TO ENSURE COMPLIANCE WITH APPLICABLE CODES.

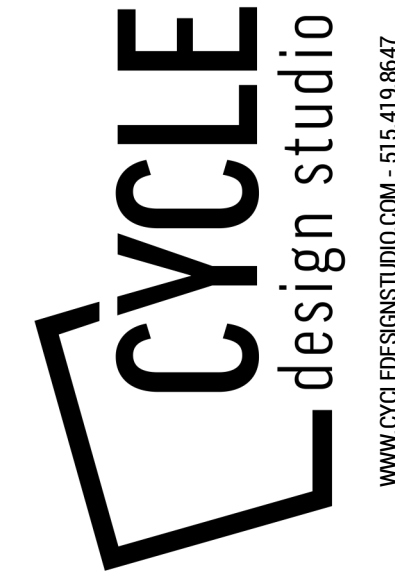
JAMES POINTE TOWNHOMES -
UNIT 'A', 4-PLEX BUILDING
NEAR NORTH JAMES ST./NE 27TH ST.,
GRIMES, IOWA 50111

ISSUE: DATE:
'BID DOCUMENT SET' 2022.05.11

ADDED STONE 2022.05.27

NOTES & LEGENDS

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FOUNDATION/BASEMENT NOTES:

- 1) EXTERIOR WALLS: 8" X 3'-6" (MIN.) POURED CONCRETE WALLS ON FOUNDATION, UNLESS NOTED OTHERWISE.
- 2) COMMON WALLS: 10" X 3'-6" (MIN.) POURED CONCRETE WALLS ON FOUNDATION, UNLESS NOTED OTHERWISE.
- 3) SLAB FLOORS @ GARAGE & FINISHED SPACE: TO BE INSET FROM FOUNDATION WALL, SEE STRUCTURAL FOR DETAIL
- 4) SLAB FLOOR @ PORCHES: TO TURNDOWN ON TOP OF FOUNDATION WALL, SEE STRUCTURAL FOR DETAIL
- 5) ALL HVAC, PLUMBING, AND ELECTRICAL WORK TO BE DESIGNED BY OTHERS.
- 6) ALL WOOD IN CONTACT WITH EARTH OR CONCRETE TO BE TREATED.
- 7) BATHROOMS WITHOUT WINDOWS ARE REQUIRED TO HAVE A VENTILATION/EXHAUST FAN.
- 8) PROVIDE AND INSTALL LOCALLY CERTIFIED SMOKE DETECTORS AS REQUIRED BY GOVERNING LOCAL CODES. HARDWIRED SMOKE DETECTORS WITH BATTERY BACK-UP REQUIRED ON EACH FLOOR, IN EACH SLEEPING ROOM, AND HALL OR AREA GIVING ACCESS TO SLEEPING ROOMS.

JAMES POINTE TOWNHOMES -
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FOUNDATION/
SLAB PLAN

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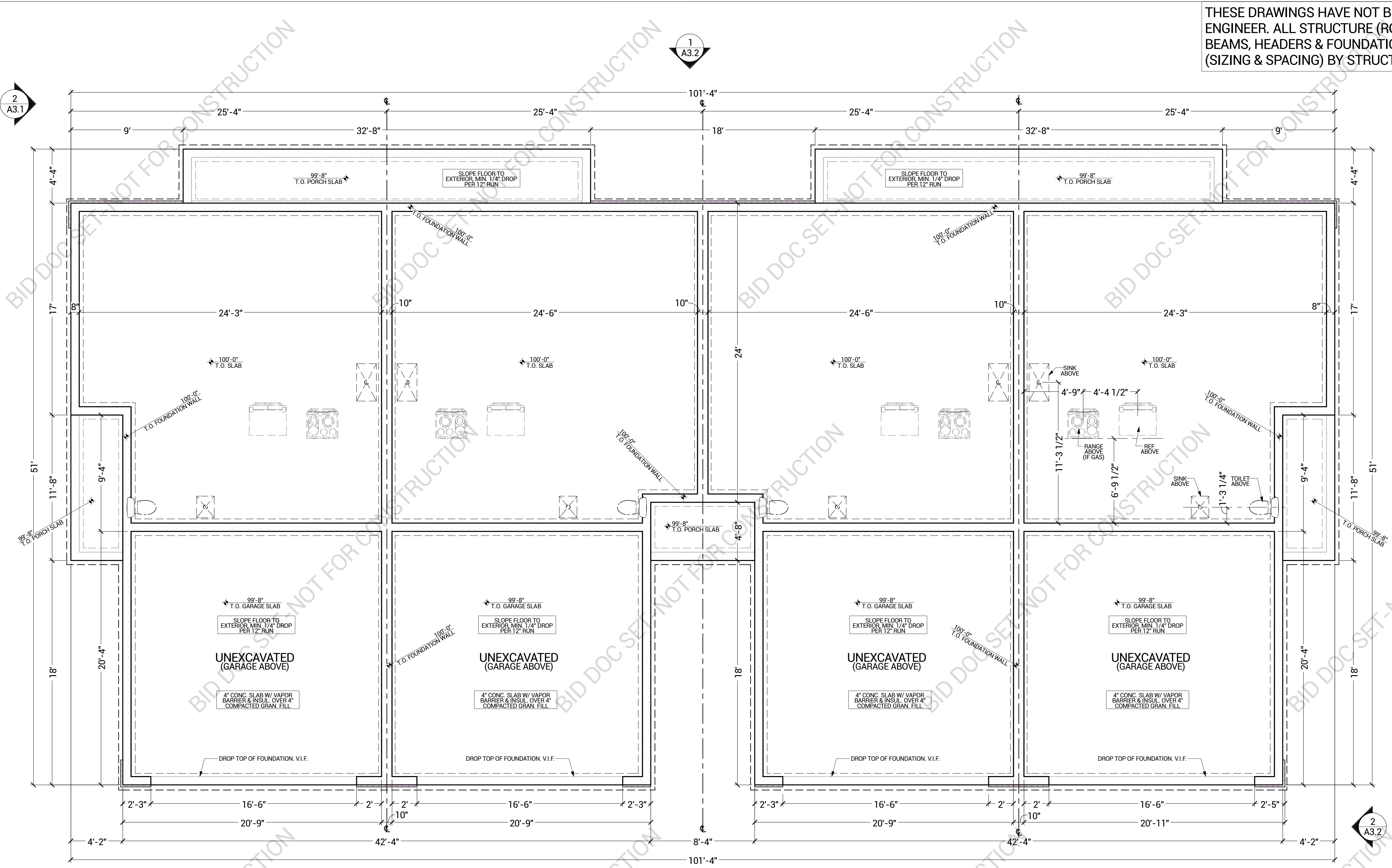
AREA SCHEDULE - UNIT A (INTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT)	657	924
GARAGE (SQ. FT)	430	N/A
TOTAL FINISHED LIVING SPACE	1,581	
TOTAL SQ. FT. (FOOTPRINT)	2,011	

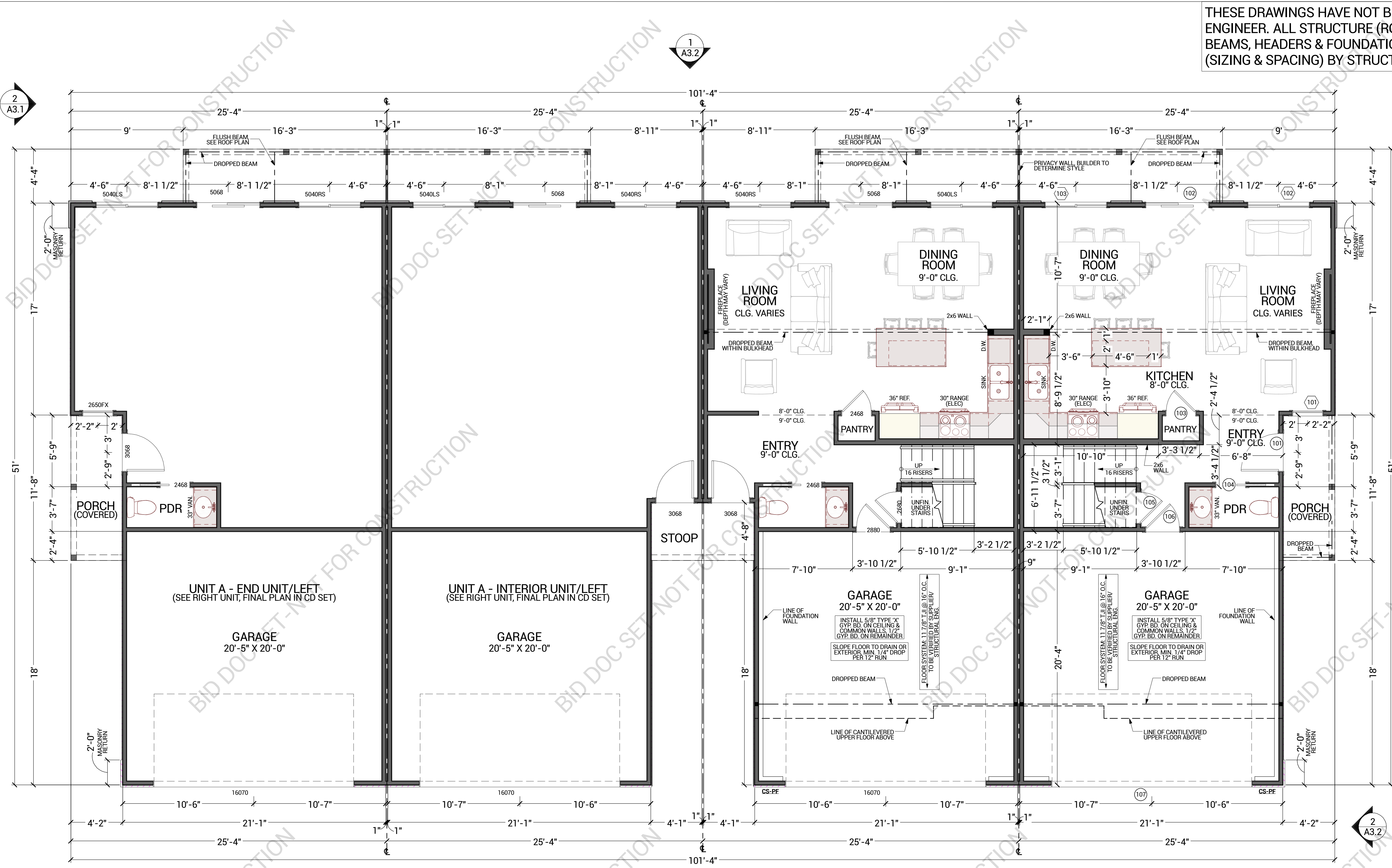
AREA SCHEDULE - UNIT A (EXTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT)	628	924
GARAGE (SQ. FT)	430	N/A
TOTAL FINISHED LIVING SPACE	1,552	
TOTAL SQ. FT. (FOOTPRINT)	1,982	

*MAIN FLOOR: AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE INCLUDES STAIR OPENING.
*UPPER FLOOR: AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE DOES NOT INCLUDE THE STAIR OPENINGS OR OPEN TO BELOW AREAS.

TOTAL 4-PLEX SQ. FT. (FOOTPRINT) 7,986

FOUNDATION/SLAB PLAN - UNIT A
SCALE: 24x36 (1/4"=1'-0")





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- FLOOR PLAN NOTES:**
- HOUSE - EXTERIOR & INTERIOR WALLS TO BE 2 X 4 STUDS AT 16" O.C. ALL WOOD FRAMING TO BE DOUGLAS FIR.
 - GARAGE - EXTERIOR WALLS TO BE 2 X 4 STUDS, 16" O.C.
 - ALL INTERIOR WALLS WITH POCKET DOORS TO BE FRAMED WITH 2X4 STUDS.
 - ALL PLUMBING WALLS ARE DRAWN WITH 2X4 STUDS. SUBSTITUTE 2X6 STUDS IF DESIRED OR NEEDED
 - ALL CABINETS ARE DIAGRAMMATIC, SEE CABINET SHOP DRAWINGS FOR CABINETS SPECIFICS
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 - TRUSS MANUFACTURER TO SIZE MEMBERS, FASTENERS, AND SET SPACING OF ALL ROOF AND FLOOR TRUSSES FOR REQUIRED DESIGN LOADS (MAXIMUM SPACING 24" O.C.). TRUSS LAYOUT AND CALCULATIONS TO BE PROVIDED TO CONTRACTOR PRIOR TO MANUFACTURE OF MEMBERS.
 - ALL HVAC, PLUMBING, AND ELECTRICAL WORK TO BE DESIGNED BY OTHERS.
 - ALL WOOD IN CONTACT WITH EARTH OR CONCRETE TO BE TREATED.
 - ALL ATTIC AND OTHER ENCLOSED SPACES TO BE VENTILATED WITH SCREEN SOFFIT VENTS.
 - INSTALL AN ACCESS SCUTTLE OF 22" X 30" MINIMUM TO ATTIC. ATTIC ACCESS TO BE LOCATED THROUGH BONUS ROOM.
 - ALL DECK AND STAIR RAILING BALUSTERS TO BE SPACED NO MORE THAN 4" APART.
 - BATHROOMS WITHOUT WINDOWS ARE REQUIRED TO HAVE A VENTILATION/EXHAUST FAN.
 - PROVIDE AND INSTALL LOCALLY CERTIFIED SMOKE DETECTORS AS REQUIRED BY GOVERNING LOCAL CODES. HARDWIRED SMOKE DETECTORS WITH BATTERY BACK-UP REQUIRED ON EACH FLOOR, IN EACH SLEEPING ROOM, AND HALL OR AREA GIVING ACCESS TO SLEEPING ROOMS.
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 - CS-WSP; CS-PF; PFH - IF NOTED, REFER TO WALL BRACING DETAIL PAGE

- NOTE:**
- FLOOR STRUCTURE: S.O.G.
 - CEILING HEIGHT FOR MAIN FLOOR TO BE 9'-1 1/8"
 - CEILING HEIGHT FOR UPPER FLOOR TO BE 8'-1 1/8"
 - FLOOR STRUCTURE FOR MAIN & UPPER FLOOR, 11 7/8" I-JOIST

WINDOW NOTES:

EVERY BEDROOM SHALL BE PROVIDED WITH AN EGRESS WINDOW WITH FINISH SILL HEIGHT NOT GREATER THAN 44" ABOVE THE FINISH FLOOR HEIGHT AND SHALL HAVE A MINIMUM OPENING AREA OF 5.7 SQ. FT. EGRESS WINDOWS SHALL NOT HAVE AN OPENING AREA LESS THAN 20" WIDE OR 24" HIGH.

WINDOW SCHEDULE - MAIN FLOOR (SINGLE UNIT)						
NUMBER	WINDOW TYPE	WIDTH	HEIGHT	HEAD HT.	EGRESS	HEADER COMMENTS
101	FIXED GLASS	30"	60"	80"		(2) 2X10
102	SLIDER	60"	48"	80"		(2) 2X10
103	SLIDER	60"	48"	80"		(2) 2X10

DOOR SCHEDULE - MAIN FLOOR (SINGLE UNIT)					
NUMBER	DOOR TYPE	WIDTH	HEIGHT	HEADER	COMMENTS
101	SWING DOOR - EXTERIOR	36"	80"	(2) 2X10	
102	BYPASS DOOR - EXTERIOR	60"	80"	(2) 2X10	GLASS
103	SWING DOOR	28"	80"		
104	POCKET DOOR	28"	80"		
105	SWING DOOR	29 1/2"	80"		
106	SWING DOOR - MUDROOM	32"	80"	(2) 2X10	
107	GARAGE DOOR	192"	84"	(2) 11 7/8" LVL	20-MIN. FIRE RATED DOOR, SELF-CLOSING, SELF-LATCHING

MAIN FLOOR PLAN - UNIT A
SCALE: 24x36 (1/4"=1'-0")

AREA SCHEDULE - UNIT A (INTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
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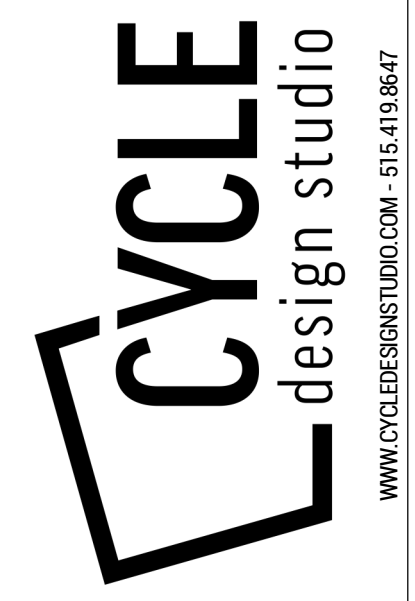
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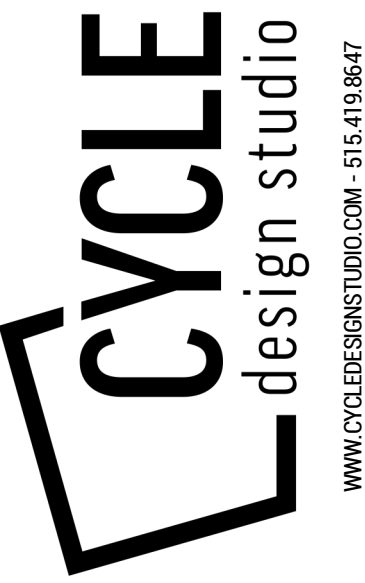
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MAIN FLOOR PLAN

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FLOOR PLAN NOTES:

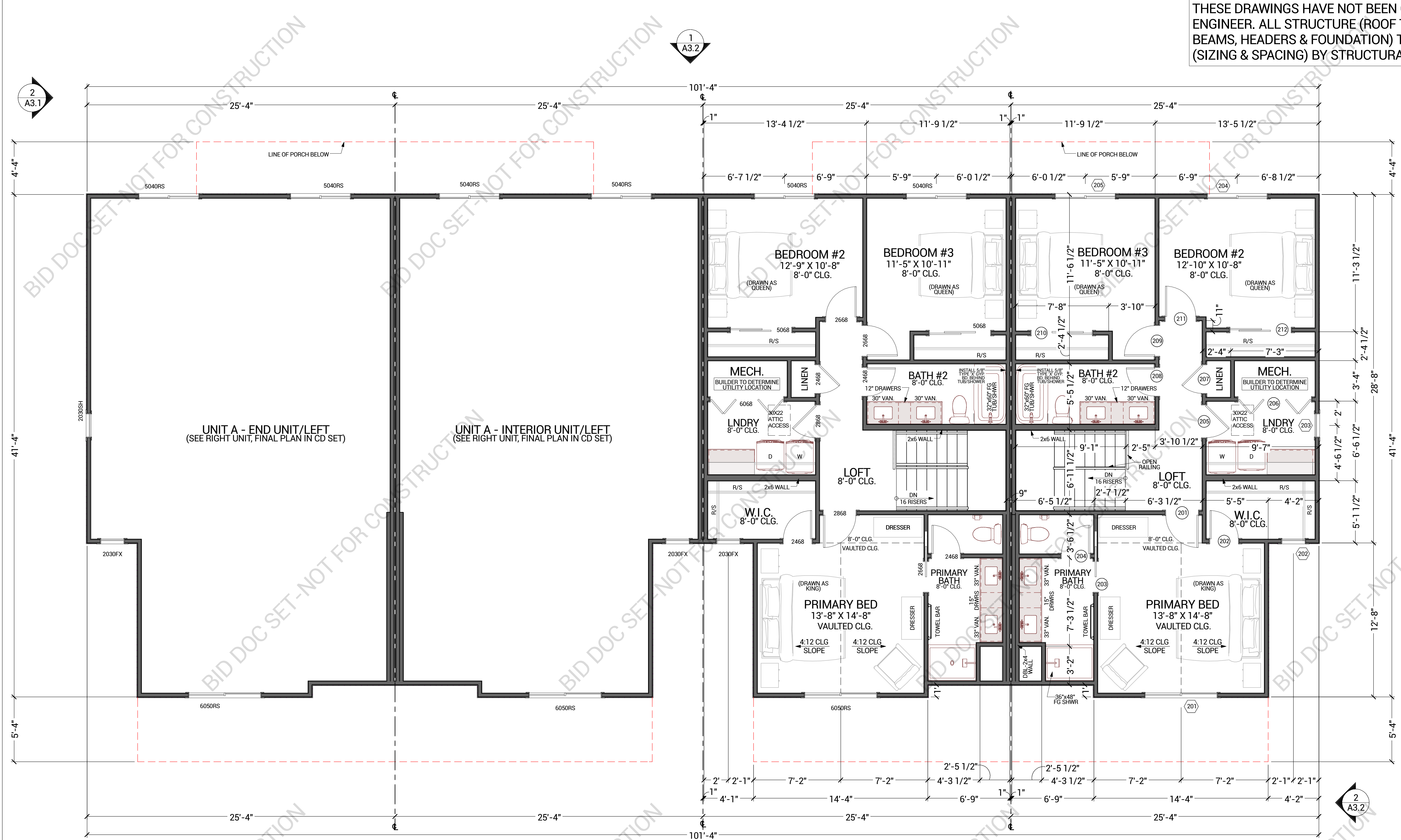
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UPPER FLOOR PLAN - UNIT A

SCALE: 24x36 (1/4"=1'-0")

WINDOW SCHEDULE - UPPER FLOOR (SINGLE UNIT)						
NUMBER	WINDOW TYPE	WIDTH	HEIGHT	HEAD HT.	EGRESS	HEADER
201	SLIDER	72"	60"	84"	YES	(2) 9 1/2" LVL
202	FIXED GLASS	24"	36"	84"		(2) 2X10
203	SINGLE HUNG	24"	36"	84"		(2) 2X10
204	SLIDER	60"	48"	84"	YES	(2) 2X10
205	SLIDER	60"	48"	84"	YES	(2) 2X10

DOOR SCHEDULE - UPPER FLOOR (SINGLE UNIT)				
NUMBER	DOOR TYPE	WIDTH	HEIGHT	HEADER
201	SWING DOOR	32"	80"	
202	SWING DOOR	28"	80"	
203	POCKET DOOR	30"	80"	
204	SWING DOOR	28"	80"	
205	SWING DOOR	32"	80"	
206	BI-FOLD	72"	80"	
207	SWING DOOR	28"	80"	
208	SWING DOOR	28"	80"	
209	SWING DOOR	30"	80"	
210	BYPASS	60"	80"	
211	SWING DOOR	30"	80"	
212	BYPASS	60"	80"	

AREA SCHEDULE - UNIT A (INTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT)	657	924
GARAGE (SQ. FT)	430	N/A
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AREA SCHEDULE - UNIT A (EXTERIOR UNIT)		
	MAIN FLOOR	UPPER FLOOR
FINISHED LIVING SPACE (SQ. FT)	628	924
GARAGE (SQ. FT)	430	N/A
TOTAL FINISHED LIVING SPACE	1,552	
TOTAL SQ. FT. (FOOTPRINT)	1,982	

MAIN FLOOR: AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE INCLUDES STAIR OPENING.

UPPER FLOOR: AREA IS TAKEN FROM THE OUTSIDE OF FRAMING. SQUARE FOOTAGE DOES NOT INCLUDE THE STAIR OPENINGS OR OPEN TO BELOW AREAS.

TOTAL 4-PLEX SQ. FT. (FOOTPRINT) 7,986

UPPER FLOOR PLAN

A1.2

THESE DRAWINGS HAVE NOT BEEN CERTIFIED BY A STRUCTURAL ENGINEER. ALL STRUCTURE (ROOF TRUSSES, FLOOR JOISTS, BEAMS, HEADERS & FOUNDATION) TO BE VERIFIED/FIGURED (SIZING & SPACING) BY STRUCTURAL ENGINEER/SUPPLIER

ROOF PLAN:

- 1) ALL ROOF OVERHANGS ARE 18", UNLESS NOTED OTHERWISE
- 2) ALL ROOF RAKES ARE 12", UNLESS NOTED OTHERWISE
- 3) TRUSS MANUFACTURER TO SIZE MEMBERS, FASTENERS, AND SET SPACING OF ALL ROOF AND FLOOR TRUSSES FOR REQUIRED DESIGN LOADS (MAXIMUM SPACING 24" O.C.). TRUSS LAYOUT AND CALCULATIONS TO BE PROVIDED TO CONTRACTOR PRIOR TO MANUFACTURE OF MEMBERS.
- 4) MINIMUM TRUSS/RAFTER FRAMING HEEL HEIGHTS ARE 8" WITH LOWEST SLOPE. ENERGY HELL HEIGHTS ARE A MINIMUM 12" HEEL WITH ROOFS LOWEST SLOPE. HEEL HEIGHTS ARE TO BE SET BASED ON LOWEST SLOPE HEEL HEIGHT SO THAT ALL EAVE LINES MATCH WITH THE SAME OVERHANG DIMENSION.
- 5) ALL ATTIC AND OTHER ENCLOSED SPACES TO BE VENTILATED WITH SCREEN SOFFIT VENTS.
- 6) INSTALL AN ACCESS SCUTTLE OF 22" X 30" MINIMUM WITH 30" HEADROOM INTO ATTIC.
- 7) CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL FLASHING, UNDERLAYMENT AND ROOF PENETRATIONS ARE CONSISTENT WITH INDUSTRY STANDARDS & METHODS.

SOFFITS: ALL SOFFITS TO BE FLAT

DOWNSPOUTS: BUILDER TO DISCUSS LOCATIONS W/ HOMEOWNER

ROOF VENTS: CALCS & PLACEMENT (SOFFIT & RIDGE) CAN INCLUDED UPON REQUEST

ROOF HEELS (SUPPLIER TO ADJUST AS NEEDED):
• 8" HEELS @ 4:12 ROOFS, UNLESS NOTED OTHERWISE

ESTIMATED SURFACE AREA OF ROOF MATERIAL (SQ.FT)	
COMPOSITE/ASPHALT SHINGLE	5,795 SF (WHOLE BUILDING)

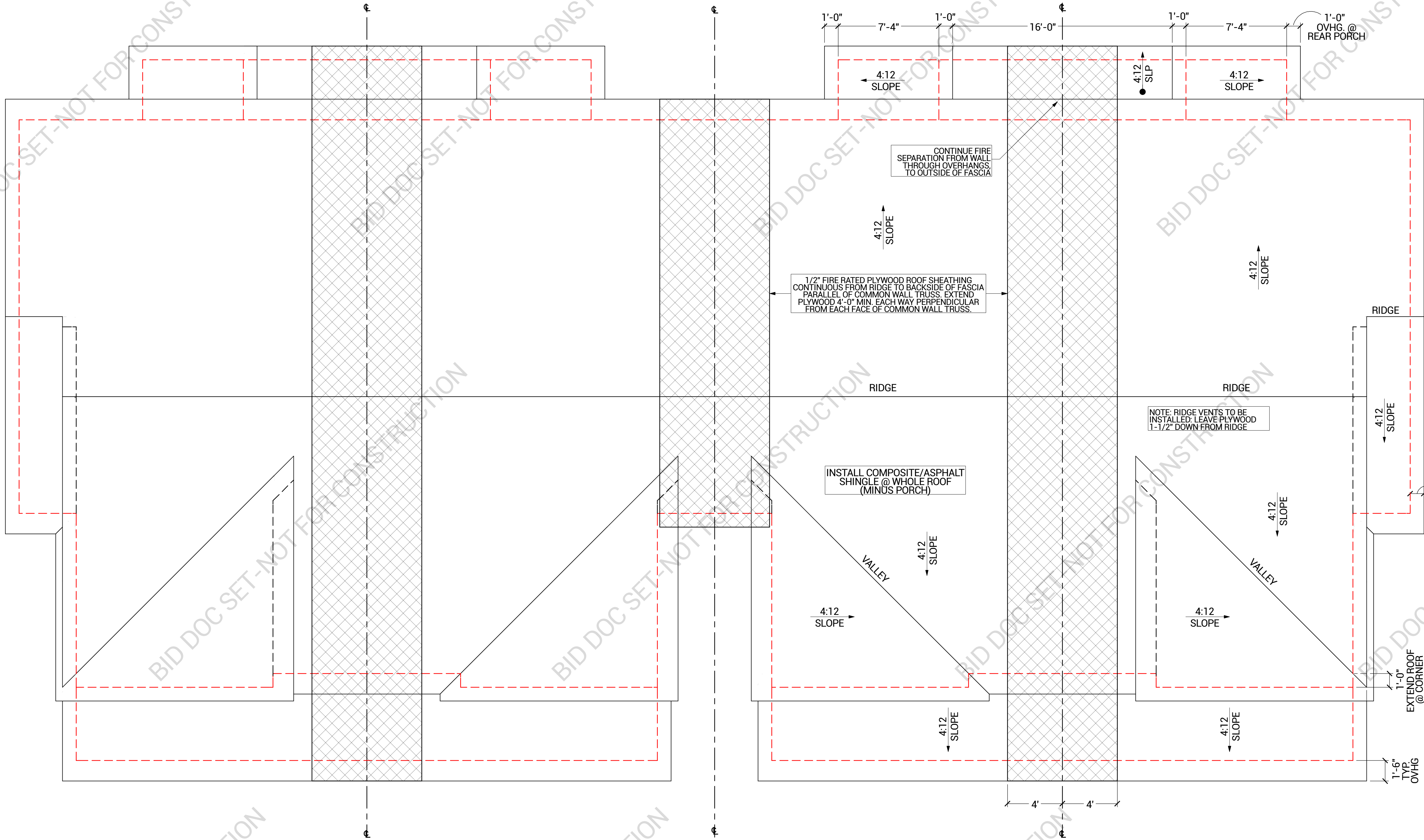
*SQUARE FOOTAGE OF ROOF IS TAKEN FROM THE EXPOSED SURFACE OF THE ROOF.

1. THE AREA EXCLUDES SHEATHED SURFACES BELOW VALLEY
2. NO WASTE FACTOR HAS BEEN INCLUDED

TOTAL 4-PLEX SQ. FT. (FOOTPRINT) 7,986

ROOF PLAN - UNIT A

SCALE: 24x36 (1/4"=1'-0")

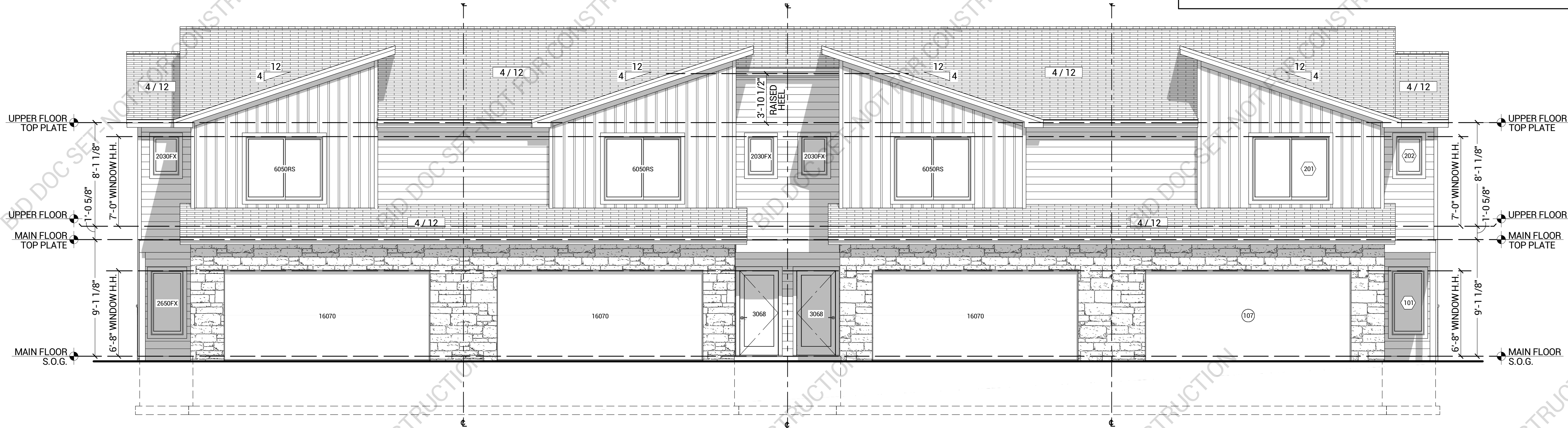


JAMES POINTE TOWNHOMES -
UNIT 'A', 4-PLEX BUILDING
NEAR NORTH JAMES ST./NE 27TH ST.,
GRIMES, IOWA 50111

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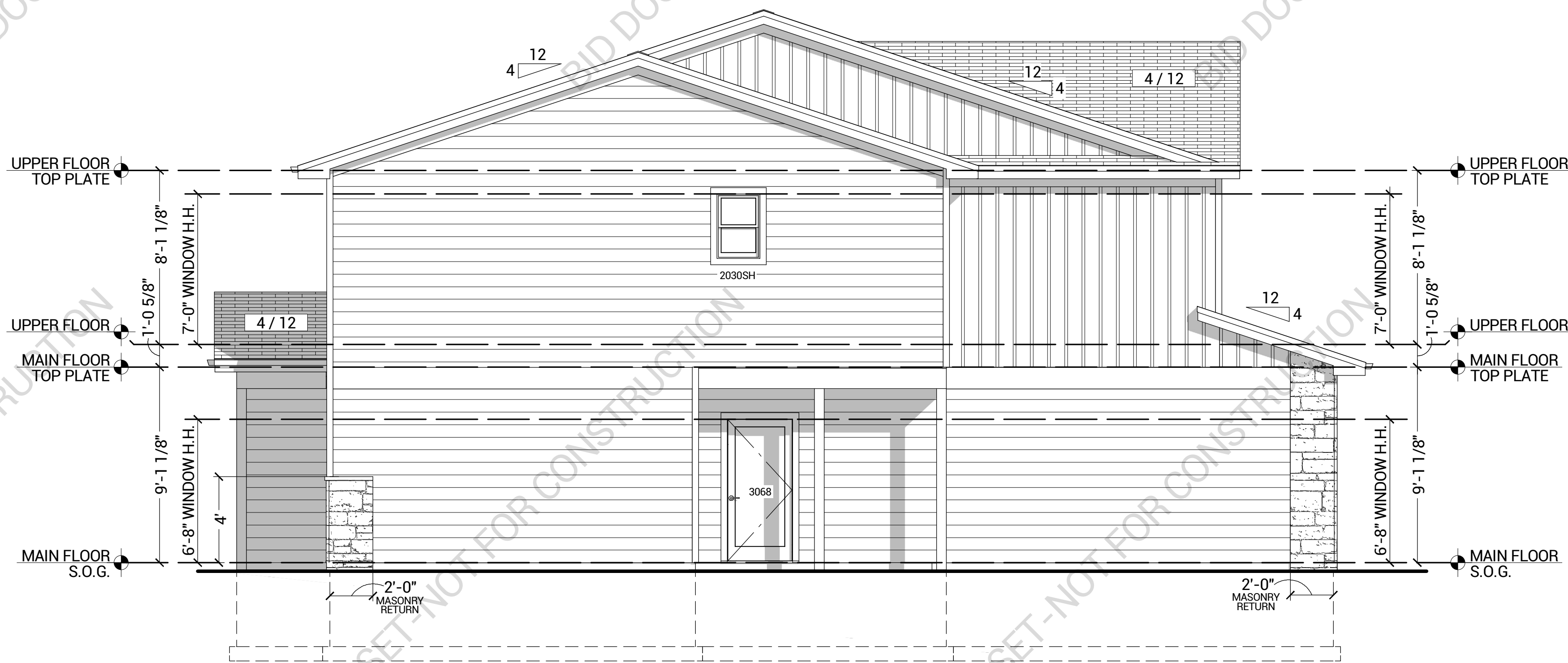
ROOF PLAN

A2.1



1 FRONT ELEVATION
SCALE: 24x36 (1/4"=1'-0")

EXTERIOR ELEVATION KEYNOTES: TO
BE APPLIED IN CD SET, USE KEYNOTE
SCHEDULE FOR BIDDING PURPOSES



2 LEFT ELEVATION (END UNIT)
SCALE: 24x36 (1/4"=1'-0")

Elevation Note Schedule	
1	LINE OF GRADE, SLOPE AWAY FROM HOUSE
2	ASPHALT/COMPOSITE SHINGLES
3	LAP SIDING, PAINTED FIBER CEMENT (LP OR HARDIE)
4	BOARD & BATTEN, PAINTED FIBER CEMENT (LP OR HARDIE)
5	1x4 CORNER BOARD, TYP.
6	1x6 FRIEZE BOARD
7	1x8 FASCIA
8	1x8 RAKE
9	1x12 BAND BOARD
10	DOOR TRIM: 1x4 JAMB w/ 1x4 HEAD TRIM, DOOR PER BUILDER
11	WINDOW TRIM: 1x4 JAMB, SILL, & HEAD TRIM
12	CONCRETE STOOP @ PORCH
13	EXPOSED CONCRETE FOUNDATION, PAINTED, COLOR TO MATCH SIDING POST/DROPPED BEAM @ COVERED PORCH: SIZE MAY VARY, TREATED, WRAP IN PAINTED FIBER CEMENT
14	BUILDER TO DETERMINE DEPTH OF PORCH/GARAGE FOOTINGS, TO BE 3'-6" MINIMUM BELOW GRADE PER CODE
15	PRIVACY WALL, BUILDER TO DETERMINE STYLE
16	

ESTIMATED WALL/CEILING CLADDING (SQ.FT PER UNIT)			
	FRONT (% PERCENTAGE OF FRONT)	REAR (% PERCENTAGE OF REAR)	LEFT/RIGHT (END UNIT)
LAP SIDING	76 SF (31%)	187 SF (72%)	635 SF
BOARD & BATTEN	88 SF (36%)	N/A	152 SF
STONE VENEER	79 SF (33%)	72 SF (28%)	31 SF
TOTAL			
898 SF			
240 SF			
182 SF			
- SQUARE FOOTAGE OF CLADDING/SIDING IS TAKEN FROM THE EXPOSED SURFACE OF THE WALL.			
- THE AREA EXCLUDES WINDOW AND DOOR OPENINGS AND CASING			
- THESE CALCS SHOULD ONLY BE USED FOR BIDDING PURPOSES ONLY. FIELD VERIFY FOR EXACT QUANTITIES.			

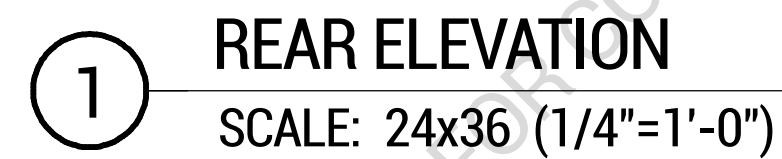
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EXTERIOR
ELEVATIONS -
FRONT & LEFT

A3.1

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Elevation Note Schedule	
1	LINE OF GRADE, SLOPE AWAY FROM HOUSE
2	ASPHALT/COMPOSITE SHINGLES
3	LAP SIDING, PAINTED FIBER CEMENT (LP OR HARDIE)
4	BOARD & BATTEN, PAINTED FIBER CEMENT (LP OR HARDIE)
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14	POST/DROPPED BEAM @ COVERED PORCH: SIZE MAY VARY, TREATED, WRAP IN PAINTED FIBER CEMENT
15	BUILDER TO DETERMINE DEPTH OF PORCH/GARAGE FOOTINGS, TO BE 3'-6" MINIMUM BELOW GRADE PER CODE
16	PRIVACY WALL, BUILDER TO DETERMINE STYLE



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EXTERIOR
ELEVATIONS -
REAR & RIGHT

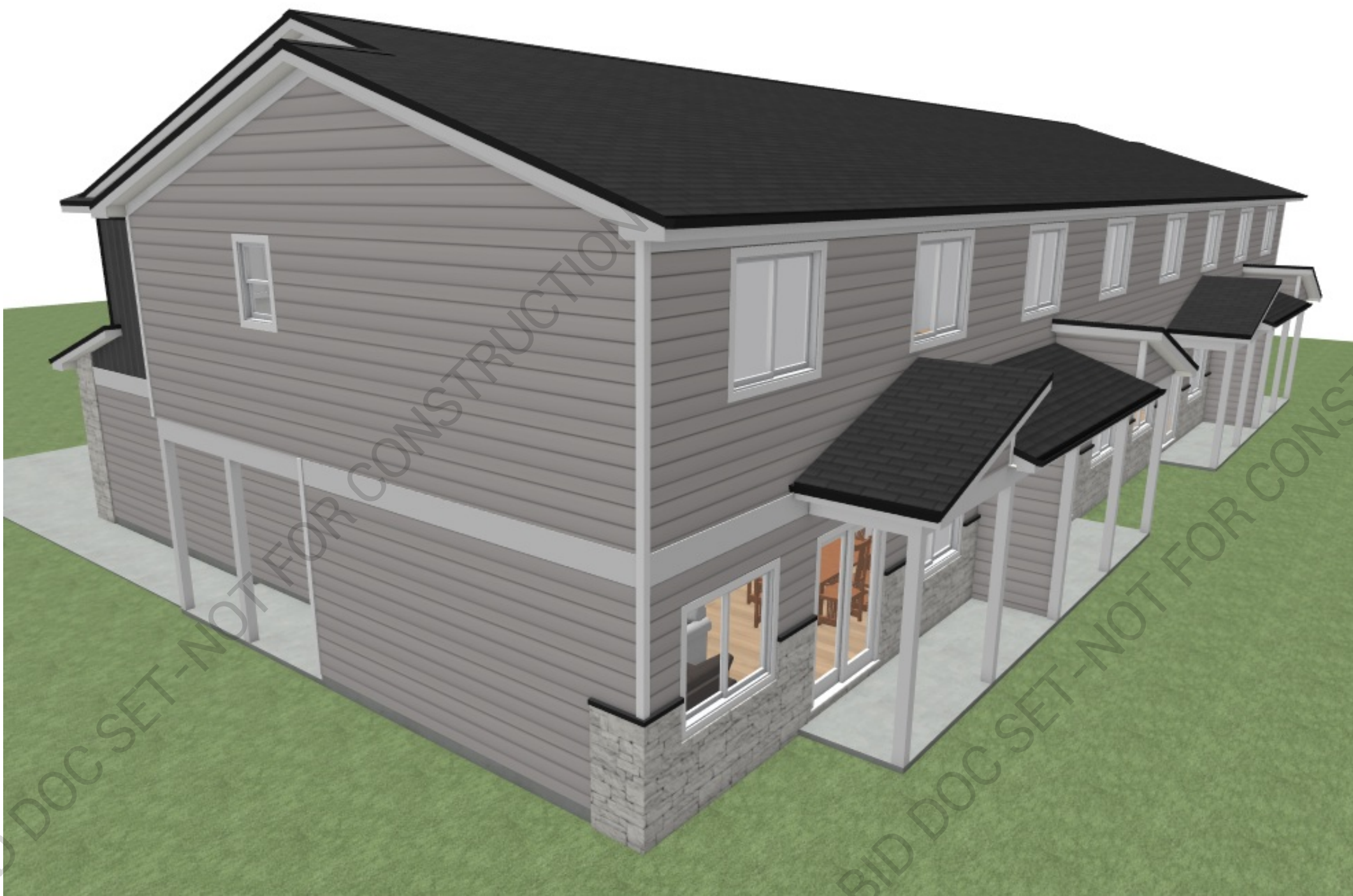
A3.2

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BID DOCUMENT SET (PROGRESS) - NOT FOR CONSTRUCTION



* THESE IMAGES ARE TO BE USED FOR VISUAL & BIDDING PURPOSES ONLY. THESE ARE NOT TO ANY SCALE & SHOULD NOT BE BUILT FROM. ONLY USED TO FURTHER EXPLAIN SPECIFIC MATERIAL & COLOR CONCEPTS.



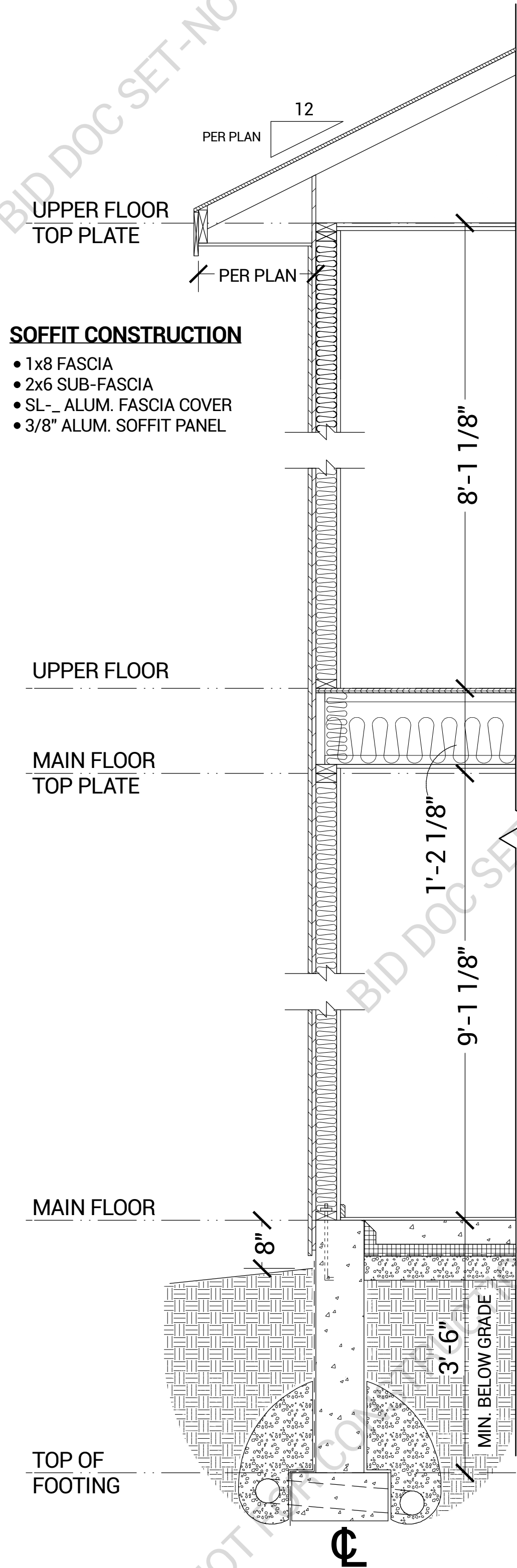
3D PERSPECTIVES - EXTERIOR
SCALE: NOT TO SCALE

**JAMES POINTE TOWNHOMES -
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3D PERSPECTIVES - EXTERIOR

A3.3



ROOF CONSTRUCTION

- ARCHITECTURAL SHINGLES
- 15LB FELT
- 1/2" OSB SHEATHING w/ CLIPS
- ODE ROOF EDGE

TRUSS / ATTIC CONSTRUCTION

- PROPER VENTS
- R-50 FIBERGLASS / CELLULOSE INSULATION
- ENGINEERED WOOD TRUSSES (24" O.C.)

CEILING CONSTRUCTION

- 6 MIL VAPOR BARRIER
- (2) LAYERS OF 5/8" TYPE "X" GYP BOARD ON CEILING (FOR 1-HOUR FIRE RATING)

FLOOR CONSTRUCTION

- 3/4" OSB T&G SHEATHING
- 11 7/8" TJI FLOOR SYSTEM, 16" O.C.
- R-19 FIBERGLASS BATT OR 3" SPRAY FOAM SILL INSULATION

WALL CONSTRUCTION

- 1/2" SHEETROCK
- 6 MIL VAPOR BARRIER
- R-19 FIBERGLASS INSULATION
- 2x4 STUDS 16" O.C.
- 7/16" OSB EXTERIOR SHEATHING
- HOUSE WRAP
- SIDING

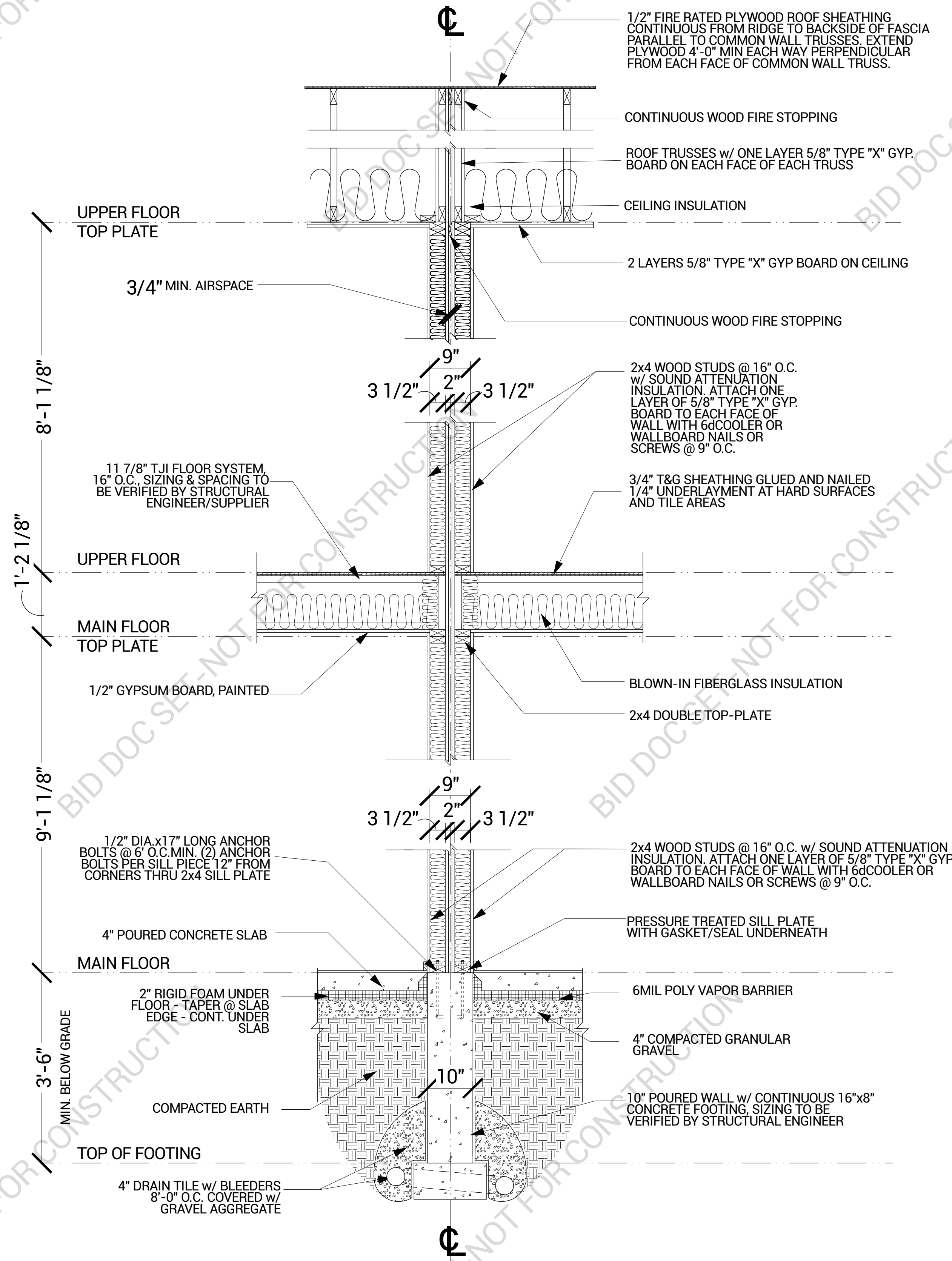
FOUNDATION WALL/FLOOR CONSTRUCTION

- WALL**
- 2x6 TREATED SILL PLATE w/ ANCHOR BOLTS 6' O.C.
 - SILL SEALER & CONT. BEAD OF SEALANT
 - 8" POURED WALL w/ DAMP PROOFING @ EXTERIOR

- FLOOR**
- 4" POURED CONCRETE FLOOR
 - 2" RIGID FOAM UNDER FLOOR - TAPER @ SLAB EDGE - CONT. UNDER SLAB
 - 6MIL POLY VAPOR BARRIER
 - 4" COMPACTED GRANULAR GRAVEL

- FOOTING**
- CONTINUOUS 16"x8" CONCRETE FOOTING
 - 4" DRAIN TILE w/ BLEEDERS 8'-0" O.C. COVERED w/ GRAVEL AGGREGATE

1 TYPICAL END WALL SECTION
SCALE: 24x36 (3/4"=1'-0")



2 TYPICAL COMMON WALL SECTION
SCALE: 24x36 (1"=1'-0")

NOTE:
VERIFY LOCATION AND SIZE OF FOOTINGS, BEARING WALLS AND BEAMS WITH
BUILDER, TYPICAL.

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TO BE INCLUDED
IN CD SET

3 STAIR SECTION
SCALE: 24x36 (3/8"=1'-0")

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SECTIONS -
TYPICAL END
WALL, COMMON
WALL, & STAIR

A4.1