

1. Agenda

Documents:

[071222 CC.PDF](#)

2. Meeting Materials

Documents:

[071222 CC PACKET UPDATE 2.PDF](#)

[Minutes](#)

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 July 12, 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 JULY 12, 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. Resolution 07-0122 Approving Quotes and Bills over \$10,000
 - C. ABD Renewal: Pole Position, 1350 SE Gateway Dr #108: Class C Beer, and Sunday Sales

- D. Resolution 07-0222 Approving Assignment and Assumption of Development Agreement between Grimes Associates Two, LLC, Grimes Associates Three, LLC, Grimes Associates Four, LLC, Grimes Associates Five, LLC, Grimes Associates, Six, LLC, Grimes Associates Seven, LLC, Grimes Associates Eight, LLC, Grimes Associates Nine, LLC, Grimes Associates Ten, LLC, Grimes Associates Eleven, Grimes Associates Twelve, LLC and Destination Market, LLC
- E. Resolution 07-0322 Authorizing Adoption of Policies and Procedures Regarding Municipal Securities Disclosure
- F. Resolution 07-0422 Approving a Food Truck Fundraising Event for New Library Project in Parking Lot of Grimes Public Library on August 1, 2022
- G. Professional Services:
 - 1. Whitfield and Eddy Law \$20,936.00
- H. Pay Requests:
 - 1. Pay Request #43 to Veenstra & Kimm, Inc for WRA Connector \$37,507.11
 - 2. Pay Request #4 S.J. Louis Construction, Inc for WRA Grimes Connector – Contract 1 \$1,149,935.40
 - 3. Pay Request #4 Shank Constructors, Inc for WRA Grimes Connector – Contract 4 \$547,628.35
- I. Resolution 07-0922 Amending Address of Lot 49 – Autumn Park Plat 5
- J. Resolution 07-1122 To Enter into Contract for Professional Services with Snyder & Associates, Inc for On-Call Traffic Engineering Services
- K. Amendment To Agreement for Professional Consulting Services Amendment No. 1 with Nilles Associates, Inc.
- L. Resolution 07-0722 To Enter into a Contract for Professional Services with Sports Facilities Development for the GrimesPlex
- M. Resolution 07-1022 To Enter into a Compensation Agreement with Chevalia Run Owners Association
- N. Resolution 07-0522 Purchasing Policy
- O. 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. Public Hearing on Proposed Development Agreement with Rock Creek Investments, LLC
 - a. Resolution 07-0622 Approving Development Agreement with Rock Creek Investments, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- 2. Resolution 07-0822 Approving Final Plat for Willow Hills Plat 2
- 3. Taco Bell- Site Plan
- 4. Donovan Marine Grimes – Site Plan
- 5. Legacy At James Street – Preliminary Plat

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, June 28, 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 28, 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, Laurie DePhillips

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

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

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

CONSENT AGENDA

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. 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 \$1,744,063.66

Motion by Borcharding, Second by Gisch, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

1. Presentation to Jay Brewer for Service with the Grimes Volunteer Support Services.

In recognition of his many years of service with the Grimes Volunteer Support Services, Mayor Mikkelsen presented Jay Brewer with a plaque from the City, and a Certificate of Appreciation from Governor Reynolds office. Mayor Mikkelsen stated that Brewer was one of the original founders of the program and his efforts and contributions to the community are another part of what makes Grimes such a great place to be.

2. Third 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 Gisch, to approve the Third 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 5 – 0

Motion by Johansen, Second by Gisch, to approve Final Passage 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 5 – 0

3. Public Hearing on Proposed Amendment to the Grimes Urban Renewal Area.

Development Services Director Alex Pfaltzgraff addressed Council stating that this item, as well as the following resolutions, are required as part of the re-incorporation of the medical campus to be allowed into the tax financing district. Pfaltzgraff said will identify the Rock Creek Medical Campus as an Economic Development project in addition to other capital Improvement projects coming up in the future. Pfaltzgraff identified the 100th Street Improvement Project, and a 37th Street project that will be part of this amendment.

Mayor Mikkelsen opens the Public Hearing at 5:43 pm, being no written or oral comments, Mayor Mikkelsen closes the Public Hearing at 5:43 pm.

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.

Motion by Gisch, Second by DePhillips, to Approve 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.

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

5. 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

Motion by Gisch, Second by DePhillips, to Approve the First Reading of 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

Roll Call: Ayes: All; Nays: None Motion passes 5– 0

Motion by Johansen, Second by Gisch, to Waive the Second and Third Readings of 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

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

Motion by Johansen, Second by Gisch, to Approve Final Passage of 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

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

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

Development Services Director Pfaltzgraff stated that this resolution is the final step by setting a date of July 12th for consideration of the development agreement with Rock Creek Investments. He said this development agreement will outline the building of a proposed 90,000 square foot office space and medical facility on a 30-acre parcel located on the corner of SE 37th and 100th Street.

Motion by Johansen, Second by Borcharding, to approve Resolution 06-3622 Setting a Date of Meeting for July 12, 2022, at Which it is Proposed to Approve a Development Agreement with Rock Creek Investments, LLC Including Annual Appropriation Tax Increment Payments.

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

7. Third 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, and the R-3 Medium will allow for medium density residential. Pfaltzgraff noted there had not been any changed from the first and second readings.

Motion by Gisch, Second by DePhillips to approve the Third 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 5 – 0

Motion by Gisch, Second by DePhillips, to Approve Final Passage 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 5 – 0

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

Development Services Director Pfaltzgraff stated there had not been any changes from the first two readings for this 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, along with staff, recommended approval for the rezone.

Motion by Gisch, Second by Johansen, to approve the 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

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

Motion by Gisch, Second by Johansen, to Approve the Final Passage 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 5 - 0

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

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 also known as “FOG”. Hensley said that staff will develop a grant program framework to assist existing non-compliant businesses with defraying costs associated with compliance with FOG. Hensley stated all of these updates are obligations the city needs to meet as part of joining the WRA.

Motion by Johansen, Second by Borcharding, to approve the 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.

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

Motion by Johansen, Second by Borcharding, to approve Final Passage 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 the Grimes WRA Agreement.

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

10. SE Jacob Street Water Main Project

Development Services Director Pfaltzgraff advised Council during previous Strategic Planning meetings, this project was one of the priorities to work on road construction and infrastructure in the older parts of town. Pfaltzgraff said SE Jacob Street is one of the older roads marked for resurfacing, however, that area is also the location of an aging water main. Pfaltzgraff said with this capital improvement project, it was decided to address the water line issue from SE 6th Street to Jacob, and then connect to the main. Pfaltzgraff said that now that the water main phase is complete, resurfacing will be able to move forward.

1. Resolution 06-3422 Accepting the SE Jacob Street Water Main Project

Motion by Gisch, Second by DePhillips to approve Resolution 06-3422 Accepting the SE Jacob Street Water Main Project

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

12. James Pointe Site Plan

Development Services Director Pfaltzgraff stated this property was recently rezoned from C-1 and R-3 Medium density, to all R-3 to allow for medium density townhomes across the entire property. Pfaltzgraff said the applicant is now requesting approval of a site plan for 26 attached townhome units and the associated private street, utilities and visitor parking. Pfaltzgraff said Planning and Zoning Board recommended approval at their June 7th meeting.

Motion by Johansen, Second by Borcharding, to approve the James Pointe Site Plan

Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

ADJOURN

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

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

GRIMES RESOLUTION 07-0122

**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 12th DAY OF JULY, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

IMWCA
IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
500 SW 7TH STREET, SUITE 101
DES MOINES, IA 50309-4506
PHONE: 800-257-2708

INVOICE

INV83259

DATE

6/1/2022

PAGE:

1

Grimes, City of
101 N. Harvey Street

Grimes IA 50111

Mbr No: Member Name:
0136 Grimes, City of

PAID

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	GRIME001	AG0209				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	DEPOSIT	Deposit - Work Comp Premium 22-23			24,924.00	\$24,924.00

This invoice is 25% of total annual premium. The balance will be invoiced in 7 monthly installments of \$10679. If full payment is remitted, total annual premium is \$99677.

112-150-6160
112-160-6160
112-210-6160
\$8308.00
8308.00
8308.00

This invoice is due on July 1, 2022.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal \$24,924.00
Bond Credit \$0.00
Misc \$0.00
Total \$24,924.00

06075607-03

IMWCA

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
500 SW 7TH STREET, SUITE 101
DES MOINES, IA 50309-4506
PHONE: 800-257-2708

INVOICE INV83711

DATE

7/1/2022

PAGE:

1

Mbr No: 0136 Member Name: Grimes, City of

Grimes, City of
101 N. Harvey Street

Grimes IA 50111

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	GRIME001	AG0209				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL1	Installment 1 - Work Comp Prem 22-23			10,679.00	\$10,679.00
This invoice is due on August 1, 2022.						

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	\$10,679.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$10,679.00



CITY OF DES MOINES, IOWA
PO Box 1633
Des Moines, IA 50305-1633

REC'D JUL 05 2022
INVOICE

Invoice Date	Invoice No.
07/01/2022	126178
Customer Number	
11309	
Invoice Total Due	
\$136,215.12	
Payment Terms	
Due Upon Receipt	

GRIMES CITY OF
101 N HARVEY ST
GRIMES, IA 50111

PAID

00180182023000126178300136215126

All Returned Checks will be assessed a surcharge of \$20.00

Invoice Date: 07/01/2022

Customer Number: 11309

Invoice Description							
Line Details	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
GRIMES CAPITAL R&R MONTH OF JULY	1	\$11,154.30	EACH	\$11,154.30	\$0.00	\$0.00	\$11,154.30
EQUIPMENT REPLACEMENT GRIMES \$ 3597.00 ANNUAL	1	\$0.00	EACH	\$0.00	\$0.00	\$0.00	\$0.00
DEBT SERV JULY CITY GRIMES SUPPLE PAYMENT ALSO	1	\$124,910.20	EACH	\$124,910.20	\$0.00	\$0.00	\$124,910.20
NET EQ, RESERV BILLING	1	\$150.62	EACH	\$150.62	\$0.00	\$0.00	\$150.62

Please put Invoice Number on your check.
Make Checks Payable to: City of Des Moines

Invoice Total:

\$136,215.12

Please contact Accounts Receivable at (515) 237-1340 with questions.

610-815-6413
WRA July

mw

ORIGINAL
COPY

INV # 11309.0801

WASTEWATER TREATMENT FACILITIES OPERATIONS,
MAINTENANCE, DEBT SERVICE, & RESERVE ADJUSTMENTS
EQUIPMENT REPLACEMENT & CAPITAL IMPROVEMENT R&R

WRA BUDGET LETTER
FOR FISCAL YEAR 2023

6/28/2022

GRIMES

Constituent Community

Customer No. 1

Org Code	Account Code	Annual Budget	Month of July	All Other Months
WR805840	463225			
Capital Improv R&R	A259 Total	\$ 133,845	\$11,154.30	\$11,153.70
WR801812	463225			
Debt Service		\$ 916,238		
Surcharge Payment (credit)		582,680		
		1,498,918	\$124,910.20	\$124,909.80
WR801812				
Operations, Maintenance & prior year amt		-		
Working Capital & Reserve collections		(1,791)		
Equipment Repl		3,597	3,597.0	
		1,806	(\$3,447.38)	\$150.58
	A254 Total	\$ 1,500,724		
Oper, Maint, Debt without SUR	918,044			
TOTAL	GRIMES	\$ 1,634,569	\$ 136,214.12	\$ 136,214.08

Remittance of \$ 136,214.12 is due for July (after 7/5/22)

Remittance of \$ 136,214.08 is due each month after (8/1/22)

In addition to this letter an invoice will be mailed; please include the INVOICE NUMBER on your CHECK

Sent check to: City Des Moines Treasury
PO Box 1633
Des Moines, IA 50305-1633

Payment is expected the first week of each month and late if not received by the 10th (except July)
(Hint - copy this letter monthly for your city clerk)

610-815-6413
WRA August

mw

REC'D JUL 05 2022

Original



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

INVOICE

Total Invoice	\$4,025.36
Invoice Number	6224014
Invoice Date	6/29/22
Sales Order Number/Type	3911527 SL
Branch Plant	58
Shipment Number	4570248

EMAILED

7/5/22

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

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

PAID

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/13/22	Net 45	PPD Origin	HWTG	RO Plant					073
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	33384	Aqua Hawk® 347	N	280.0000	GA	\$0.3000	LB	2,822.4 LB	\$846.72
		1 LB BLK (Mini-Bulk)		2822.4000	LB			3,055.7 GW	
2.000	41869	LPC-31	N	220.0000	GA	\$1.2674	LB	2,508.0 LB	\$3,178.64
		1 LB BLK (Mini-Bulk)		2508.0000	LB			2,691.3 GW	

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

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

Page 1 of 1

Tax Rate	Sales Tax
0 %	\$0.00

Invoice Total	\$4,025.36
---------------	------------

No Discounts on Freight or Containers

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

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

Please
Remit To:

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

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

www.hawkinsinc.com

Job# 2275075



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

Original

EMAILED
6/30/22 REC'D JUN 27 2022
INVOICE

Total Invoice	\$7,722.92
Invoice Number	6213094
Invoice Date	6/15/22
Sales Order Number/Type	3894521 SL
Branch Plant	58
Shipment Number	4547320

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

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

PALD

Net Due Date		Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/30/22		Net 45	PPD Origin	HWTG	RO Plant					073
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price	
1.000	33384	Aqua Hawk® 347	N	330.0000	GA	\$0.3000	LB	3,326.4 LB	\$997.92	
		1 LB BLK (Mini-Bulk)		3326.4000	LB			3,601.4 GW		
2.000	59271	Vitec 3000	N	1.0000	TO	\$2.6900	LB	2,500.0 LB	\$6,725.00	
		2500 LB TO		2500.0000	LB			2,675.0 GW		

Lot/SN: 113614

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

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

Page 1 of 1	Tax Rate	Sales Tax	Invoice Total	\$7,722.92
	0 %	\$0.00		

No Discounts on Freight or Containers

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

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

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

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



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

Original

EMAILED

6/30/22

REC'D JUN 27 2022

INVOICE

Total Invoice	\$828.00
Invoice Number	6213096
Invoice Date	6/15/22
Sales Order Number/Type	3894528 SL
Branch Plant	58
Shipment Number	4547337

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

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

P.A.I.D.

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/30/22	Net 45	PPD Origin	HWTG	ASR Plant					073
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41245	Azone 15 - EPA Reg. No.7870-5	N	400.0000	GA	\$2.0700	GA	4,036.0 LB	\$828.00
		1 LB BLK (Mini-Bulk)		400.0000	GA			4,036.0 GW	

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

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

Page 1 of 1

Tax Rate	Sales Tax
0 %	\$0.00

Invoice Total	\$828.00
---------------	----------

No Discounts on Freight or Containers

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

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

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

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

www.hawkinsinc.com

Job# 2226559

REC'D JUL 05 2022

Original



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

INVOICE

Total Invoice	\$3,161.00
Invoice Number	6224015
Invoice Date	6/29/22
Sales Order Number/Type	3911532 SL
Branch Plant	58
Shipment Number	4570255

EMAIL
7/5/22

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

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

PALD

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #			
6/13/22	Net 45	PPD Origin	HWTG	Lime Plant		073			
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	17002	Sodium Hexametaphosphate Crush	N	29.0000	BG	\$2.1800	LB	1,450.0 LB	\$3,161.00
		50 LB BG Ground Vitrafos Crush		1450.0000	LB			1,479.0 GW	

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

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

Page 1 of 1

Tax Rate	Sales Tax
0 %	\$0.00

Invoice Total	\$3,161.00
---------------	------------

No Discounts on Freight or Containers

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

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

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

www.hawkinsinc.com

Job# 2275075

P.O. No. _____

32365

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Hawkins Inc
Name

P.O. Box 360263 Minneapolis MN 55486-0263
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
Azone 15	400	\$2.07	\$828.00
Aqua Hawk 347	6148.9	.30	\$1844.64
Vitec 3000	2500	2.69	\$6725.00
LPC -31	2508	1.2674	\$3,178.64
Sodium Beta neta phosphate	1450	2.18	\$3161.00
PURCHASE JUSTIFICATION:			

Chemicals for water treatment & disinfection
\$15,137.28

DEPARTMENT: Water

LINE ITEM: 600-810-6501

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: LOH

PURCHASE REQUESTED BY: Ms. Deaugh DATE: 7-7-22

PURCHASE ORDER APPROVAL AND ASSIGNMENT

James Anderson
City Administrator
Date 7/7/22

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

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

Council Meeting July 12, 2022

ABD LICENSE RENEWAL

- 1. Pole Position, 1350 SE Gateway Dr #108: Class C Beer, and Sunday Sales**



CITY OF GRIMES ALCHOLIC BEVERAGE LICENSE STAFF APPROVAL FORM

Establishment Name: Pole Position

Establishment Address: 1350 SE Gateway Dr. #108

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: 3/16/22

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Team-1 Karting Iowa, Inc.

NAME OF BUSINESS(DBA)

Pole Position Raceway Des Moines

BUSINESS

(515) 986-2442

ADDRESS OF PREMISES

1350 SE Gateway Drive Suite #108

PREMISES SUITE/APT NUMBER

CITY

Grimes

COUNTY

Polk

ZIP

50111

MAILING ADDRESS

1350 SE Gateway Drive Suite #108

CITY

Grimes

STATE

Iowa

ZIP

50111

Contact Person

NAME

Mark D. Bonnell

PHONE

(515) 208-6169

EMAIL

mark.bonnell@polepositionraceway.com

License Information

LICENSE NUMBER

BB0038653

LICENSE/PERMIT TYPE

Class B Beer Permit

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Sep 1, 2022

TENTATIVE EXPIRATION DATE

Aug 31, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class B 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
Mark Bonnell	Pleasant Hill	Iowa	50327	President	51.00	Yes
Anthony Wenck	Winterset	Iowa	50273	Vice President	25.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Founders Insurance Company

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



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

AGENDA MEMO

Item No. X
For Meeting of July 12, 2022

AGENDA HEADING: Assignment of and Assumption of Development Agreement

SYNOPSIS: this is an Assignment and Assumption of a Development Agreement from the Grimes Associates entities to Destination Market, LLC as the sole successor to that agreement.

FISCAL IMPACT: None

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: This agreement has been reviewed by Dorsey and Whitney LLP and they find no issue.

RESOLUTION TO APPROVE THE ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT
AGREEMENT

Grimes Resolution No.07-0222

WHEREAS, the City entered into a Development Agreement with Destination Markets, LLC, Grimes Associates One, LLC, Grimes Associates Two, LLC, Grimes Associates Three, LLC, Grimes Associates Four, LLC, Grimes Associates Five, LLC, Grimes Associates Six, LLC, Grimes Associates Seven, LLC, Grimes Associates Eight, LLC, Grimes Associates Nine, LLC, Grimes Associates, Ten, LLC, Grimes Associates Eleven, LLC and Grimes Associates Twelve, LLC on December 13, 2017; and

WHEREAS, a request for an Assignment of and Assumption of the Development Agreement from the Grimes Associates entities to Destination Market, LLC as the sole successor to that agreement has been received; and

WHEREAS, the Assignment and Assumption of Development Agreement has been reviewed by the City's bonding attorney Dorsey and Whitney LLP;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 12th day of July, 2022, and approved by the Mayor on the 12th day of July, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Return to Preparer: Robert D. Andeweg, 700 Walnut, Suite 1600, Des Moines, IA 50309; (515) 283-3106

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT, dated as of the ____ day of _____, 2022 (the “Agreement”), but not effective until the Effective Date (as defined below) is made by and between Grimes Associates One, LLC, Grimes Associates Two, LLC, Grimes Associates Three, LLC, Grimes Associates Four, LLC, Grimes Associates Five, LLC, Grimes Associates Six, LLC, Grimes Associates Seven, LLC, Grimes Associates Eight, LLC, Grimes Associates Nine, LLC, Grimes Associates Ten, LLC, Grimes Associates Eleven, LLC, Grimes Associates Twelve, LLC, each an Iowa limited liability company, (collectively hereinafter, “GA” or “Assignor”) and Destination Market, LLC, an Iowa limited liability company (“Destination” or “Assignee”).

WHEREAS, GA, Destination, and the City of Grimes, Iowa (“City”) are the parties to that certain Development Agreement dated December 13, 2017 attached hereto as **Exhibit “A”** (the “Development Agreement”), pursuant to which GA and Destination developed certain Property, including the construction of an extension to improvements to Destination Drive (the “Destination Drive Project”) (collectively hereinafter, the “Project”), and the City agreed to pay the GA and Destination, as Developers thereunder, those certain economic development tax increment payments that are more fully set forth in the Development Agreement (the “Economic Development Grants”), upon the terms and conditions set forth in the Development Agreement;

WHEREAS, Destination has agreed to assume from GA, and GA has agreed to assign to Destination, all of GA’s rights and obligations under the Development Agreement;

WHEREAS, the City desires to consent to GA’s assignment of and Destination’s assumption of GA’s rights and obligations under the Development Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements set forth herein, the receipt and sufficiency of which the parties hereby acknowledge, GA and Destination agree as follows:

1. **Definitions and Incorporation of Recitals.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the same meanings as set forth in the Development Agreement unless the context clearly requires otherwise. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

2. **Assignment.** GA hereby transfers, assigns and conveys to Destination, from and after the Effective Date, all of GA's right, title and interest in, to and under the Development Agreement, including without limitation, all of GA's right, title and interest in and to the Economic Development Grants.

3. **Assumption.** Destination hereby accepts the assignment of GA's right, title and interest in, to and under the Development Agreement and hereby assumes all of the obligations of GA under the Development Agreement first arising from and after the Effective Date.

4. **Validity of Development Agreement.** The parties represent and warrant (a) a true and correct copy of the Development Agreement is attached hereto as **Exhibit "A"** and (b) the Development Agreement is in full force and effect and the amount of the Economic Development Grants, up to a maximum amount of Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00) are still available to Destination, as successor to GA. GA represents and warrants (a) GA is not in default under the Development Agreement nor is there any circumstance which, with the passage of time or giving of notice, would constitute a default by GA under the Development Agreement; (b) GA has fully performed all of its obligations under the Development Agreement that can be performed as of the date of this Agreement; (c) neither the Development Agreement nor GA's interest thereunder is encumbered by any prior transfer, assignment, lien, security interest or any encumbrance; and (d) GA has full and lawful authority to execute this Assignment and Assumption of Development Agreement and to assign the Development Agreement on the terms and conditions herein.

5. **Consent.** The foregoing assignment and assumption of the Development Agreement shall be conditioned upon receipt of City's written consent to the assignment and assumption of the Development Agreement, and City's written confirmation of the following: (i) the Development Agreement is in full and effect; (ii) subject to the terms and provisions of the Development Agreement, Economic Development Grants not to exceed the sum of Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00) are available to the Destination, as successor to GA; (iii) GA has not delivered the "Triggering Certification" as defined in Section A(5) of the Development Agreement, and the Triggering Certification may be delivered by Destination, as GA's successor in interest, on or before October 15, 2022; and (iv) notices to Destination, as successor in interest to GA, will be delivered in accordance with Section 6 hereof.

6. **Notices.** Any notices to Destination will be provided to:

Assignee: Destination Market, LLC
Attn: Kurt Mumm and Mark Hanrahan
3737 Woodland Ave., Suite 100
West Des Moines, IA 50266

7. **Further Assurances.** The parties hereto hereby agree to execute and deliver, record and file, at any time and from time to time, such additional documents, instruments and agreements deemed necessary or desirable for more fully amending and supplementing the Development Agreement to reflect Destination's assumption of the obligations, duties and liabilities thereunder consistent with the provisions of this Agreement.

8. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9. **Counterparts.** This Agreement may be executed in counterparts, and all counterparts together shall be construed as one document.

10. **Governing Law.** Notwithstanding that, for the convenience of the parties, the parties may be executing this Agreement outside the State of Iowa, this Agreement shall be governed by the laws of the State of Iowa, both substantive and remedial.

11. **Severability.** If any covenant, condition, term, or provision contained in this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, term, or provision shall not in any way affect any other covenant, condition, term, or provision contained in this Agreement.

12. **Modification.** This Assignment and Assumption shall not be modified except by written instrument subscribed to by GA and Destination.

13. **Enforcement Costs.** Should either of GA or Destination (a "Prevailing Party") incur any costs in successfully enforcing its rights or the obligations of the other party (the "Non-Prevailing Party") to this Agreement, then in such case, the Prevailing Party shall be entitled to recover all such costs and expenses, including reasonable attorney's fees, from the Non-Prevailing Party.

14. **Effective Date.** This Agreement is effective on June 30, 2022 (the "Effective Date").

[SIGNATURE PAGES TO FOLLOW]

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first set forth above.

ASSIGNOR:

**GRIMES ASSOCIATES ONE, LLC
GRIMES ASSOCIATES TWO, LLC
GRIMES ASSOCIATES THREE, LLC
GRIMES ASSOCIATES FOUR, LLC
GRIMES ASSOCIATES FIVE, LLC
GRIMES ASSOCIATES SIX, LLC**

By: _____
N. Kurt Mumm, Sole Member
of the aforesaid limited liability companies

STATE OF IOWA, COUNTY OF POLK) ss:

This record was acknowledged before me on _____, 2022, by N. Kurt Mumm, as Sole Member of Grimes Associates One, LLC, Grimes Associates Two, LLC, Grimes Associates Three, LLC, Grimes Associates Four, LLC, Grimes Associates Five, LLC, Grimes Associates Six, LLC, each an Iowa limited liability company.

Notary Public; State of Iowa

ASSIGNOR:

**GRIMES ASSOCIATES SEVEN, LLC
GRIMES ASSOCIATES EIGHT, LLC
GRIMES ASSOCIATES NINE, LLC
GRIMES ASSOCIATES TEN, LLC
GRIMES ASSOCIATES ELEVEN, LLC
GRIMES ASSOCIATES TWELVE, LLC**

By: _____
Mark A. Hanrahan, Sole Member
of the aforesaid limited liability companies

STATE OF IOWA, COUNTY OF POLK) ss:

This record was acknowledged before me on _____, 2022, by N. Kurt Mumm, as Sole Member of Grimes Associates Seven, LLC, Grimes Associates Eight, LLC, Grimes Associates Nine, LLC, Grimes Associates Ten, LLC, Grimes Associates Eleven, LLC, Grimes Associates Twelve, LLC, each an Iowa limited liability company.

Notary Public; State of Iowa

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first set forth above.

ASSIGNEE:

DESTINATION MARKET, LLC

By: _____
N. Kurt Mumm, Member

By: _____
Mark A. Hanrahan, Member

STATE OF IOWA, COUNTY OF POLK) ss:

This record was acknowledged before me on _____, 2022,
by N. Kurt Mumm and Mark A. Hanrahan, as Members of Destination Market, LLC, an Iowa
limited liability company.

Notary Public; State of Iowa

EXHIBIT "A"

COPY OF DEVELOPMENT AGREEMENT

See attached hereto and incorporated herein.

Consent

Pursuant to the Development Agreement dated December 13, 2017 by Destination Market, LLC, an Iowa limited liability company, ("Destination") and Grimes Associates One, LLC, Grimes Associates Two, LLC, Grimes Associates Three, LLC, Grimes Associates Four, LLC, Grimes Associates Five, LLC, Grimes Associates Six, LLC, Grimes Associates Seven, LLC, Grimes Associates Eight, LLC, Grimes Associates Nine, LLC, Grimes Associates Ten, LLC, Grimes Associates Eleven, LLC, Grimes Associates Twelve, LLC, each an Iowa limited liability company, (collectively hereinafter, "GA"), and the City of Grimes, Iowa (the "City"), the City hereby consents to the Assignment and Assumption of Development Agreement, executed by GA, as Assignor, and Destination, as Assignee.

The City hereby confirms that a true and correct copy of the Development Agreement is attached hereto as Exhibit "A"; and City agrees to and remakes the representations and agreements set forth in the Agreement.

CITY OF GRIMES

By: _____
Name: Scott Mikkelsen
Title: Mayor

COUNTY OF POLK, STATE OF IOWA: SS

APPROVED AS TO FORM:

_____, City Attorney

MINUTES AUTHORIZING ADOPTION OF
AMENDED AND RESTATED POLICIES AND
PROCEDURES REGARDING MUNICIPAL
SECURITIES DISCLOSURE

419952

Grimes, Iowa

July 12, 2022

The City Council of the City of Grimes, Iowa, met on July 12, 2022, at 5:30 o'clock p.m. at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next 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 the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

• • • • •

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

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

RESOLUTION NO. 07-0322

Resolution Authorizing Adoption of Amended and Restated Policies and Procedures Regarding
Municipal Securities Disclosure

WHEREAS, pursuant to the laws of the State of Iowa, the City of Grimes, Iowa (the “City”) has publicly offered, and likely will issue and publicly offer in the future, its notes, bonds or other obligations (the “Bonds”); and

WHEREAS, in April of 2017, the City adopted certain Policies and Procedures Regarding Municipal Securities Disclosure (the “Original Disclosure Policy”) to be followed in connection with the issuance and on-going administration of publicly offered Bonds; and

WHEREAS, as a result of certain changes in federal law, the City deems it necessary and desirable to amend and restate the Original Disclosure Policy; and

WHEREAS, the proposed Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure are attached hereto as Exhibit A (the “Disclosure Policies and Procedures”);

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

Section 1. The Disclosure Policies and Procedures attached hereto as Exhibit A are hereby adopted and shall be dated as of the date hereof.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July 12, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE:

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 attached hereto is a true and correct copy of the proceedings of the City Council relating to the City's adoption of the Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

Exhibit A

**AMENDED AND RESTATED
POLICIES AND PROCEDURES RE: MUNICIPAL SECURITIES DISCLOSURE**

[see attached]

City of Grimes, Iowa

POLICIES AND PROCEDURES RE: MUNICIPAL SECURITIES DISCLOSURE

As an issuer of municipal securities (bonds and/or notes, referred to herein as “Bonds”), the City of Grimes (the “Issuer”) has adopted the policies and procedures set forth herein (collectively, the “Disclosure Policy”) to guide the Issuer’s actions with respect to complying with (1) the disclosure document (often referred to as the “official statement”) for publicly-offered bond transactions and (2) ongoing continuing disclosures associated with outstanding contractual obligations resulting from bond issues (also known as “continuing disclosure”). This Disclosure Policy is designed to provide the necessary policy framework and accompanying procedures for compliance by the Issuer with its disclosure responsibilities. It should be noted, however, issuers of municipal securities are primarily responsible for the content of their disclosure documents including on-going compliance with respect to continuing disclosure.

This Disclosure Policy includes the following elements: (1) disclosure training for officials responsible for producing, reviewing and approving disclosure; (2) establishment of procedures for review of relevant disclosure, and (3) ensuring that any procedures established are followed.

Background

The anti-fraud provisions of federal securities laws apply to municipal securities such as the Issuer’s Bonds. The U.S. Securities and Exchange Commission (the “SEC”) can bring enforcement actions against the Issuer, members of its governing body, government employees and elected officials, and professionals working on the bond transaction. **Government employees and elected officials can be, and have been, held personally liable with respect to securities laws violations related to the issuance of Bonds.** Issuers and members of the governing body can mitigate risks related to SEC enforcement by relying on professionals such as disclosure counsel. Issuers may also seek affirmative assurances of compliance with the receipt of a legal opinion from disclosure counsel.

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue. The official statement will be used to market and sell the Issuer’s bonds.¹ In addition, for transactions larger than \$1 million in size that include an official statement, the Issuer enters into a continuing disclosure certificate, agreement or undertaking (the “CDC”). The CDC is a contractual obligation of the Issuer, pursuant to which the Issuer agrees to provide certain financial information filings (at least annually) and material event notices to the public. The CDC is necessary to allow the bond underwriters to comply with SEC Rule 15c2-12, as amended (the “Rule”). As noted below, filings under the CDC must be made electronically at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

Accordingly, this Disclosure Policy addresses the following three aspects of disclosure: (1) preparation and approval of official statements in connection with new (“primary”) bond issues; (2) on-going continuing disclosure requirements under a CDC; and (3) education of staff and elected officials with respect to disclosure matters.

¹ Under federal law issuers of municipal securities are primarily responsible for the content of their disclosure documents (the official statement), regardless of who prepared the document. An issuer does not discharge its disclosure obligations by hiring professionals to prepare the official statement. An issuer has “an affirmative obligation” to know the contents of its official statement, including the financial statements. Finally, executing an official statement without first reading the document to ascertain whether it is accurate may be reckless (the basis for certain anti-fraud causes of action by the SEC).

1. Primary (New) Offerings of Bonds – Official Statements of the Issuer

In connection with the issuance of its publicly-offered Bonds (Bonds sold via the public market, through a broker-dealer known as an “underwriter”), the Issuer will cause its hired professionals to prepare a disclosure document commonly known as an “official statement.” The official statement is the document that describes the issuance of the Bonds to the marketplace and as such, *under federal law, the official statement cannot contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.*

To ensure the Issuer’s official statements are properly prepared and reviewed, the Issuer adopts the procedures set forth in Appendix I hereto.

2. Continuing Disclosure Compliance (CDC Compliance)

The Issuer has entered into, or may in the future enter into, CDCs in connection with its bond issues. Under these contractual agreements, the Issuer has agreed to provide to the marketplace certain financial information and notices of material events. The Issuer will file, or cause to be filed, necessary items under the CDCs in a searchable electronic format at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org). The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel and other members of the Issuer’s external bond finance working group.

To ensure compliance with its contractual continuing disclosure obligations, the Issuer adopts the procedures set forth in Appendix II hereto.

3. Systematic Training of Staff and Governing Body Members

In addition to the specific procedures adopted under this Disclosure Policy, the Issuer understands that on-going training of both staff and members of the governing body is essential to successful compliance with the Issuer’s disclosure obligations. The training noted below may be accomplished by various methods, including in-person webinars or other electronic means, or through review of written materials. Accordingly, the Issuer has implemented the following training procedures:

A. *Annual Training.* The Finance Director is responsible for scheduling annual training of Issuer employees regarding disclosure and financial reporting requirements of the federal securities laws. Such training shall include a complete review of this Disclosure Policy, Rule 15c2-12 and the material events required to be reported pursuant to such Rule, and a complete overview of the Issuer’s obligations under the federal securities laws.

B. *Specific Training.* When appropriate, the Finance Director shall conduct (or cause to be conducted) training with individuals on those persons’ specific roles and responsibilities in the disclosure and financial reporting process.

C. *Governing Body Training.* Not less than once every two years, the Finance Director shall schedule a training session for the Issuer’s governing body on this Disclosure Policy and the disclosure and financial reporting requirements of the federal securities laws.

Appendix I

Written Procedures for Preparing Official Statements

1. At the commencement of a financing, the Finance Director shall develop or cause the City's Finance Team to develop a plan for preparation of the official statement and a schedule that allows sufficient time for all required work, including appropriate review and participation by members of the Finance Team.
2. The Finance Director shall be responsible for managing the preparation process for the official statement, and shall obtain the assistance of other participants within the Issuer and engage legal and financial professionals, as necessary and appropriate.
3. The Finance Director shall be responsible for developing a program for coordinating staff review of the disclosure information, as necessary, and obtaining formal sign-off from staff on the disclosure documents.
4. The Finance Director shall ensure that any previous failure to fully comply with continuing disclosure obligations during the prior five-year period is disclosed in the official statement by reviewing compliance with all outstanding continuing disclosure agreements, reviewing continuing disclosure review documentation prepared by independent parties and contacting disclosure counsel to discuss any questions or concerns.
5. The Issuer's governing body shall be given not less than 7 days to review an official statement prior to being asked to vote on its approval, absent extenuating circumstances. Elected representatives on the governing body shall be directed to contact the Finance Director during the review period to discuss potential issues, concerns or comments on the official statement.

Appendix II

Written Procedures Re: Continuing Disclosure

1. The Finance Director shall be responsible for compliance with the Issuer's obligations under continuing disclosure agreements, undertakings or certificates (the "CDC"), including without limitation annual filings, material event notice filings, voluntary filings and other filings required by the CDC.

2. Prior to execution of a CDC in connection with a bond issue, the CDC shall be discussed with disclosure counsel, the underwriter and municipal advisor, if any, to ensure a full understanding of issuer obligations.

3. The Finance Director shall have the primary responsibility to confer with the finance team and City staff bi-weekly to monitor compliance with respect to "material events" as defined in the Rule.

The Finance Director shall be responsible for (i) determining whether any of the following "material events" has taken place (questions regarding their interpretation shall be directed to disclosure counsel), (ii) gathering information material to making that determination from other departments, and (iii) if a material event has occurred, discussing the same with disclosure counsel to determine the form of notice of material event and causing the filing of notice to be made on EMMA within ten (10) business days of the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes, including rating upgrades and downgrades;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation² of the obligated person, any of which affect security holders, if material; and

² "Financial obligation" is to mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii).

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel.

4. The Finance Director shall have primary responsibility for ensuring that statements or releases of information relating to the Issuer's finances to the public that are reasonably expected to reach investors and the financial markets, including website updates, press releases and market notices, are accurate and not misleading in any material respect. The Finance Director shall work together to ensure that all public statements and information released by the Issuer are accurate and not misleading in all material respects.

5. The Finance Director shall be responsible for compiling and maintaining a list of all outstanding bond issues subject to continuing disclosure, noting the applicable filing dates (see attached table format, Part I, for an example to be used by staff in tracking this information (the "Disclosure Table")).

6. The Finance Director shall be responsible for assembling and maintaining copies of the final CDC and final Official Statements for each applicable bond issue, together with any third-party Dissemination Agent Agreements, if applicable.

7. The Finance Director shall document and track the required information to be filed, including dates such information is filed (see attached Disclosure Table, Part II, for a form of table to be used by staff).

8. The Finance Director shall be responsible for registering for continuing disclosure filing email reminders from the "EMMA" website, or for ensuring the City's dissemination agent will remind the City of applicable deadlines (<http://emma.msrb.org>).

9. At least 60 days prior to the earliest filing deadline listed on the Disclosure Table, the Finance Director shall begin the process of compiling necessary information required by the CDCs (and coordinate with outside professionals hired to compile this information, if applicable).

10. At least 30 days prior to each filing deadline, the Finance Director shall determine whether all necessary items have been compiled for filing pursuant to the CDC requirements, (including review with disclosure counsel or the City's dissemination agent).

11. Prior to each filing deadline, the Finance Director shall file (or cause any Dissemination Agent to file) the necessary items on the EMMA website in a word-searchable PDF configured to be saved, printed, and retransmitted by electronic means. After filing, the Finance Director shall confirm that all items have, in fact, been filed on EMMA as required, and shall note the filing date on the Disclosure Table.

12. The Finance Director shall be responsible for coordinating and filing any voluntary information with EMMA, after consultation with the Issuer's legal and financial professionals.

13. The Finance Director may contact the Issuer's disclosure counsel with any disclosure-related questions or concerns.

Form of Disclosure Table

[Note this is only a form; City staff will update and maintain the Tables separate from this Policy; the current Table can be obtained from the Finance Director]

Part I – Master Tracking Table (list of deadlines for all bond issues subject to continuing disclosure)

Name of Bond Issue	Date of Issue	Final Maturity Date	Dissemination Agent	CUSIP for Final Maturity	Deadline for Annual Report
\$6,975,000 General Obligation Corporate Purpose Bonds, Series 2022A	06/14/2022	06/01/2037	Issuer (assisted by PFM Financial Advisors LLC)	398526 PM9	Not later than June 30 of each year
\$3,755,000 General Obligation Local Option Sales, Services and Use Tax Bonds, Series 2021B	06/23/2021	06/01/2040	Issuer (assisted by PFM Financial Advisors LLC)	398526 NF6	Not later than June 30 of each year
\$8,585,000 General Obligation Corporate Purpose Bonds, Series 2021A	06/23/2021	06/01/2036	Issuer (assisted by PFM Financial Advisors LLC)	398526 NW9	Not later than June 30 of each year
\$3,890,000 General Obligation Refunding Bonds, Series 2020B	09/23/2020	06/01/2032	Issuer (assisted by PFM Financial Advisors LLC)	398526 ML4	Not later than June 30 of each year
\$8,385,000 General Obligation Corporate Purpose Bonds, Series 2020A	06/25/2020	06/01/2035	Issuer (assisted by PFM Financial Advisors LLC)	398526 LY7	Not later than June 30 of each year
\$4,645,000 General Obligation Corporate Purpose Bonds, Series 2019A	06/26/2019	06/01/2033	Issuer (assisted by PFM Financial Advisors LLC)	398526 LH4	Not later than June 30 of each year
\$9,855,000 General Obligation Corporate Purpose Bonds, Series 2018A	06/27/2018	06/01/2033	Issuer (assisted by PFM Financial Advisors LLC)	398526 KV4	Not later than June 30 of each year
\$5,410,000 General Obligation Refunding Bonds, Series 2017	05/03/2017	06/01/2024	Issuer (assisted by PFM Financial Advisors LLC)	398526 KE2	Not later than June 30 of each year
\$5,545,000 General Obligation Water Improvement and Refunding Bonds, Series 2016	05/25/2016	06/01/2031	Issuer (assisted by PFM Financial Advisors LLC)	398526 JX2	Not later than June 30 of each year
\$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015	06/25/2015	06/01/2035	Issuer (assisted by PFM Financial Advisors LLC)	398526 JG9	Not later than June 30 of each year

Part II – Separate Table for Each Bond Issue Subject to Continuing Disclosure (tracks details of filings for each issue)

[Note this is only a form; City staff will update and maintain the Tables separate from this Policy; the current Table can be obtained from the Finance Director]

\$6,975,000 General Obligation Corporate Purpose Bonds, Series 2022A	Reporting Periods [inset date info was filed on EMMA]					
	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	1/13/22					
Unaudited financials, if audit not available by deadline						
<u>Operating Data</u>						
Employees and Pensions – City and City Employees’ Contributions to IPERS						
Building Permits						
Property Tax Valuations						
Property Valuations						
Tax Rates						
Combined Historic Tax Rates						
Tax Collection History						
Larger Taxpayers						
Investment of Public Funds (as of June 30)						
Outstanding General Obligation Debt						
Outstanding Water Revenue Debt						
Outstanding Sewer Revenue Debt						
Debt Limit						
TIF-Backed Development Agreements						
Financial Summary						
LOSST Revenues						
History of Taxable Retail Sales						

(Tables continue on the following page)

\$3,755,000 General Obligation Local Option Sales, Services and Use Tax Bonds, Series 2021B	Reporting Periods [inset date info was filed on EMMA]					
	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	1/13/22					
Unaudited financials, if audit not available by deadline						
<u>Operating Data</u>						
Employees and Pensions – City and City Employees’ Contributions to IPERS						
Building Permits						
Property Tax Valuations						
Property Valuations						
Tax Rates						
Combined Historic Tax Rates						
Tax Collection History						
Larger Taxpayers						
Investment of Public Funds (as of June 30)						
Outstanding General Obligation Debt						
Outstanding Water Revenue Debt						
Outstanding Sewer Revenue Debt						
Debt Limit						
TIF-Backed Development Agreements						
Financial Summary						
LOSST Revenues						
History of Taxable Retail Sales						

(Tables continue on the following page)

\$8,585,000 General Obligation Corporate Purpose Bonds, Series 2021A	Reporting Periods [inset date info was filed on EMMA]					
	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	1/13/22					
Unaudited financials, if audit not available by deadline						
Operating Data						
Employees and Pensions – City and City Employees’ Contributions to IPERS						
Building Permits						
Property Tax Valuations						
Property Valuations						
Tax Rates						
Combined Historic Tax Rates						
Tax Collection History						
Larger Taxpayers						
Investment of Public Funds (as of June 30)						
Outstanding General Obligation Debt						
Outstanding Water Revenue Debt						
Outstanding Sewer Revenue Debt						
Debt Limit						
TIF-Backed Development Agreements						
Financial Summary						
LOSST Revenues						
History of Taxable Retail Sales						

\$3,890,000 General Obligation Refunding Bonds, Series 2020B	Reporting Periods [inset date info was filed on EMMA]					
	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	2/9/21	1/13/22				
Unaudited financials, if audit not available by deadline						
Operating Data						
Pensions – Table 1 – Issuer and Employees contribution to IPERS	6/25/21					
Building Permits	6/25/21					
Property Tax Valuations	6/25/21					
Property Valuations	6/25/21					
Tax Rates	6/25/21					
Combined Historic Tax Rates	6/25/21					
Tax Collection History	6/25/21					
Largest Taxpayers	6/25/21					
Public Funds Investments	6/25/21					
Outstanding General Obligation Debt	6/25/21					
Outstanding Water Revenue Debt	6/25/21					
Outstanding Sewer Revenue Debt	6/25/21					
Debt Limit	6/25/21					
TIF-Backed Development Agreements	6/25/21					
Financial Summary	6/25/21					

(Tables continue on the following page)

\$8,385,000 General Obligation Corporate Purpose Bonds, Series 2020A	Reporting Periods [inset date info was filed on EMMA]					
	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	2/9/21	1/13/22				
Unaudited financials, if audit not available by deadline						
<u>Operating Data</u>						
Pensions – Table 1 – Issuer and Employees contribution to IPERS	6/25/21					
Building Permits	6/25/21					
Property Tax Valuations	6/25/21					
Property Valuations	6/25/21					
Tax Rates	6/25/21					
Combined Historic Tax Rates	6/25/21					
Tax Collection History	6/25/21					
Largest Taxpayers	6/25/21					
Public Funds Investments	6/25/21					
Outstanding General Obligation Debt	6/25/21					
Outstanding Water Revenue Debt	6/25/21					
Outstanding Sewer Revenue Debt	6/25/21					
Debt Limit	6/25/21					
TIF-Backed Development Agreements	6/25/21					
Financial Summary	6/25/21					

\$4,645,000 General Obligation Corporate Purpose Bonds, Series 2019A	Reporting Periods [inset date info was filed on EMMA]					
	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	4/16/20	2/9/21	1/13/22			
Unaudited financials, if audit not available by deadline						
<u>Operating Data</u>						
Pensions – Table 1 – Issuer and Employees contribution to IPERS	6/15/20	6/25/21				
Building Permits	6/15/20	6/25/21				
Property Tax Valuations	6/15/20	6/25/21				
Property Valuations	6/15/20	6/25/21				
Tax Rates	6/15/20	6/25/21				
Combined Historic Tax Rates	6/15/20	6/25/21				
Tax Collection History	6/15/20	6/25/21				
Largest Taxpayers	6/15/20	6/25/21				
Public Funds Investments	6/15/20	6/25/21				
Outstanding General Obligation Debt	6/15/20	6/25/21				
Outstanding Water Revenue Debt	6/15/20	6/25/21				
Outstanding Sewer Revenue Debt	6/15/20	6/25/21				
Debt Limit	6/15/20	6/25/21				
TIF-Backed Development Agreements	6/15/20	6/25/21				
Financial Summary	6/15/20	6/25/21				

(Tables continue on the following page)

\$9,855,000 General Obligation Corporate Purpose Bonds, Series 2018A	Reporting Periods [inset date info was filed on EMMA]					
	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	5/8/19	4/16/20	2/9/21	1/13/22		
Unaudited financials, if audit not available by deadline						
<u>Operating Data</u>						
Property Valuations	5/8/19	6/15/20	6/25/21			
Tax Rates	5/8/19	6/15/20	6/25/21			
Combined Historic Tax Rates	5/8/19	6/15/20	6/25/21			
Tax Collection History	5/8/19	6/15/20	6/25/21			
Largest Taxpayers	5/8/19	6/15/20	6/25/21			
Outstanding General Obligation Debt	5/8/19	6/15/20	6/25/21			
Outstanding Water Revenue Debt	5/8/19	6/15/20	6/25/21			
Outstanding Sewer Revenue Debt	5/8/19	6/15/20	6/25/21			
Debt Limit	5/8/19	6/15/20	6/25/21			
Financial Summary	5/8/19	6/15/20	6/25/21			

\$5,410,000 General Obligation Refunding Bonds, Series 2017	Reporting Periods [inset date info was filed on EMMA]					
	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	3/28/18	5/8/19	4/16/20	2/9/21	1/13/22	
Unaudited financials, if audit not available by deadline						
<u>Operating Data</u>						
Property Valuations	3/28/18	5/8/19	6/15/20	6/25/21		
Tax Rates	3/28/18	5/8/19	6/15/20	6/25/21		
Combined Historic Tax Rates	3/28/18	5/8/19	6/15/20	6/25/21		
Tax Collection History	3/28/18	5/8/19	6/15/20	6/25/21		
Largest Taxpayers	3/28/18	5/8/19	6/15/20	6/25/21		
Outstanding General Obligation Debt	3/28/18	5/8/19	6/15/20	6/25/21		
Outstanding Water Revenue Debt	3/28/18	5/8/19	6/15/20	6/25/21		
Outstanding Sewer Revenue Debt	3/28/18	5/8/19	6/15/20	6/25/21		
Debt Limit	3/28/18	5/8/19	6/15/20	6/25/21		
Financial Summary	3/28/18	5/8/19	6/15/20	6/25/21		

(Tables continue on the following page)

\$5,545,000 General Obligation Water Improvement and Refunding Bonds, Series 2016	Reporting Periods [inset date info was filed on EMMA]					
	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	2/24/17	3/28/18	5/8/19	4/16/20	2/9/21	1/13/22
Unaudited financials, if audit not available by deadline						
Operating Data						
Property Valuations	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Tax Rates	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Combined Historic Tax Rates	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Tax Collection History	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Largest Taxpayers	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Outstanding Debt	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Debt Limit	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Financial Summary	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	

\$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015	Reporting Periods [inset date info was filed on EMMA]					
	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials	2/24/17	3/28/18	5/8/19	4/16/20	2/9/21	1/13/22
Unaudited financials, if audit not available by deadline						
Operating Data						
Population	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Employment Statistics	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Retail Sales	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Building Permits	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Property Valuations	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Tax Rates	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Combined Historic Tax Rates	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Tax Collection History	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Largest Taxpayers	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Outstanding Debt	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Overlapping & Underlying Debt	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Debt Limit	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	
Financial Summary	2/24/17	3/28/18	5/8/19	6/15/20	6/25/21	



Overview of Municipal Securities Disclosure

Governmental issuers ("Issuers") of municipal bonds are subject to several important legal provisions under federal securities laws. This overview serves as a starting point for understanding the federal securities law framework surrounding issuance of municipal bonds. In recent years, the U.S. Securities and Exchange Commission ("SEC") has expanded its regulation of the municipal securities market, bringing civil and criminal enforcement actions against issuers, elected officials, and employees for violations of the anti-fraud or continuing disclosure provisions described below.

This overview should be reviewed in connection with the Issuer's policies and procedures (the "Disclosure Policy"), which relate to (1) the disclosure document (often referred to as the "official statement" or "OS") for publicly-offered bond transactions and (2) ongoing continuing disclosure associated with outstanding bond issues (also known as "continuing disclosure").

Overview of Legal Duties Under Federal Securities Law

Issuers of municipal securities are regulated by the Securities Act of 1933 and the Securities Exchange Act of 1934 and various rules promulgated under those acts by the U.S. Securities and Exchange Commission ("SEC"). Of particular importance are Rule 10b-5 (which prohibits fraud) and Rule 15c2-12 (which generates an issuer's ongoing disclosure obligations). Taken together, these rules impose primary disclosure duties (i.e. accuracy and forthrightness in the preparation of an official statement for new bond issues) and secondary disclosure duties (i.e. timely filing financial and other data under a continuing disclosure certificate ("CDC") for outstanding bond issues).

How Do the Anti-Fraud Provisions of SEC Rule 10b-5 Affect Issuers?

Various provisions of federal securities law including SEC Rule 10b-5 prohibit fraud in the issuance, purchase, or sale of municipal securities. These provisions generally prohibit "material" misstatements or omissions to investors, potential investors, or the general public. Violation of these provisions can result in civil or criminal liability.

Who Is Responsible for the Content of an OS?

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue and is used to market and sell the Issuer's bonds. Issuers (including elected officials and staff) are primarily responsible for the accuracy of an official statement. Hiring a professional to assist with the preparation of an OS does not discharge an Issuer's responsibility. The elected officials and relevant employees of an issuer have an affirmative obligation to ensure the accuracy of the contents of the financial and other information in an OS— delivery of an OS without first reading it to gauge its accuracy may be reckless and the basis for an SEC enforcement action.

What Ongoing Requirements Are Imposed by SEC Rule 15c2-12?

SEC Rule 15c2-12 ensures that Issuers contractually agree to provide certain financial and operating information to investors and the public on an ongoing basis. The type of information that must be reported is generally (i) annual financial reports and (ii) material event notices.



What Are the Annual Filing Requirements?

Issuers must file updated financial information and operating data on an annual or other regular basis, as specified in their CDC. Generally, the information that must be reported includes audited financial statements, annual financial or operating data, of the type included in the OS for the related bonds.

What Material Event Notices Must Be Filed and When?

Issuers must notify investors (via a specific filing on the "EMMA" website, at <https://emma.msrb.org/>) within 10 business days if certain events occur while a bond is outstanding. Generally, those events are items that impact an Issuer's ability to pay or timely pay amounts owed on outstanding debt, rating changes, defaults, and the incurrence of material financial obligations (debt obligations of the Issuer). At present, there are 16 events that can trigger reporting obligations. The Issuer's Disclosure Policy will detail the events and the procedures intended to enable timely identification and disclosure.

What Is Addressed by the Disclosure Policy?

The Disclosure Policy is designed to assist Issuers with fulfilling both primary and secondary disclosure responsibilities. It sets forth procedures that govern preparation of official statements for new bond offerings (see Appendix I of the policy), compliance with continuing disclosure requirements under a CDC (see Appendix II of the policy), and systematic training of key staff members and elected officials.

Where Can I Find Additional Information?

As always, you and your staff can contact us with any questions about your responsibilities under federal securities law, to address specific items, and for annual training seminars (Dorsey & Whitney LLP provides an annual securities law training for issuers during the first quarter of each year, to satisfy one of the requirements of the Disclosure Policy).

Contacts



John P. Danos
(515) 699-3275
danos.john@dorsey.com



David D. Grossklaus
(515) 699-3287
grossklaus.david@dorsey.com



Cristina Kuhn
(515) 699-3272
kuhn.cristina@dorsey.com



James H. Smith
(515) 699-3276
smith.james@dorsey.com



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of 1/12/2022

AGENDA HEADING:

Resolution approving the food truck fundraising event for the Friends of the Grimes Public Library.

SYNOPSIS:

The Friends of the Grimes Public Library would like to host a three-hour *Food Truck Fest* as a community fundraising event for the new Grimes Public Library Building Project. The Festival correlates with the last day of the Library's last day of summer reading and will take place on August 1st, 2022 from 4:30PM to 7:30PM. Schematic Designs, donation forms, and other fundraising handouts will be available for attendees to take. Volunteers and staff will be on hand for information and questions.

FISCAL IMPACT:

There will not be a cost to the City of Grimes.

PREVIOUS COUNCIL ACTION(S):

Previously, the Grimes City Council passed the following:

122-10 (6) Parks. The sale of food and beverages in public parks with permission of the Grimes City Council.

122-65A (3) Exemption: If utilizing a Mobile Food Vehicle or push cart as part of a City sponsored project or event, a transient merchant permit is not required, a Fire Department Inspection of the Mobile Food Vehicle or vending area will be required.

BOARD/COMMISSION ACTION(S):

On March 29th, Fionn Hutchins from Grimes Public Library reached out to City Staff to ensure guidelines were followed. Nicole Smith from the Friends of the Grimes Public Library is working with each food truck and the fire department for inspection.

The Grimes Public Library Board of Trustees recommend approval of this event.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. 07-0422

RESOLUTION APPROVING A FOOD TRUCK FUNDRAISING
EVENT FOR NEW LIBRARY PROJECT IN PARKING LOT OF
GRIMES PUBLIC LIBRARY

WHEREAS, Friends of Grimes Public Library will be hosting a Food Truck Fest from 4:30PM to 7:30PM on August 1, 2022 in the Grimes Public Library parking lot;; and

WHEREAS, the event will be used as a community fundraiser for the Friends of the Grimes Public Library/New Grimes Public Library Build Project; and

WHEREAS, the event will be used to as a concluding event for Grimes Public Library summer reading program; and

WHEREAS, The City of Grimes will waive transient merchant permits per *122-65A (3)*; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRIMES IN THE STATE OF IOWA that the Grimes City Council would like to support the three hour fundraising event for the Grimes Public Library.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES IN THE STATE OF IOWA Food Truck Fest to be held from 4:30PM to 7:30PM on August 1st is hereby approved. All food trucks will need to submit their inspection forms to the FD for review.

PASSED AND APPROVED this 12th day of July, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

June 15, 2022

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

Invoice: 296966
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through May 31, 2022

RE: City Of Grimes - General

Total Professional Services	\$ 16,682.50
Total Costs	<u> \$.00</u>
TOTAL CURRENT INVOICE	\$ 16,682.50
Outstanding Balance	<u> \$ 40,215.00</u>
TOTAL BALANCE DUE	<u> \$ 56,897.50</u>



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

June 15, 2022

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

Invoice: 296967
Client: 176170
Matter: 0882
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through May 31, 2022

RE: WRA Sewer Project-Sewer Project

Total Professional Services	\$ 3,995.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 3,995.00
Outstanding Balance	<u>\$ 4,045.36</u>
TOTAL BALANCE DUE	<u><u>\$ 8,040.36</u></u>



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

June 15, 2022

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

Invoice: 296965
Client: 176170
Matter: 0002
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through May 31, 2022

RE: Firefighter Employment Investigation

Total Professional Services	\$ 258.50
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 258.50
Outstanding Balance	<u>\$ 846.00</u>
TOTAL BALANCE DUE	<u><u>\$ 1,104.50</u></u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: July 26, 2022 **PAYMENT REQUEST #** 43
PAYMENT PERIOD: From: May 22, 2022 Through: June 18, 2022

Contract Summary

Original Contract Amount:	\$	882,000.00	
Net change by Change Orders:	\$	626,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		1,508,000.00
Total completed and stored to date:	\$	724,956.47	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		724,956.47
Less previous applications for payment:	\$		687,449.36
SUBTOTAL			\$ 37,507.11

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 37,507.11

Balance to finish, including retainage: \$ 783,043.53

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Veenstra & Kimm, Inc.

Signature Date 7/5/2022

City of Grimes Staff Approval:

Signature Date 7-6-22

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	April 9, 2019	\$ 3,410.10
2	May 14, 2019	\$ 3,784.00
3	June 11, 2019	\$ 3,084.78
4	July 9, 2019	\$ 4,757.29
5	August 13, 2019	\$ 1,845.40
6	September 10, 2019	\$ 228.91
7	October 8, 2019	\$ 877.32
8	November 12, 2019	\$ 4,026.12
9	December 9, 2019	\$ 9,595.24
10	January 14, 2020	\$ 4,855.90
11	February 11, 2020	\$ 2,699.94
12	March 10, 2020	\$ 1,328.45
13	April 14, 2020	\$ 1,506.55
14	February 11, 2020	\$ 24,359.53
15	March 10, 2020	\$ 10,500.50
16	April 14, 2020	\$ 5,165.23
17	May 12, 2020	\$ 11,490.30
18	June 9, 2020	\$ 6,605.10
19	July 14, 2020	\$ 57,078.16
20	August 11, 2020	\$ 36,812.00
21	September 22, 2020	\$ 45,013.14
22	October 13, 2020	\$ 32,958.72
23	November 10, 2020	\$ 28,597.90
24	December 22, 2020	\$ 11,743.35
25	January 12, 2021	\$ 5,444.50
26	February 9, 2021	\$ 27,474.28
27	March 9, 2021	\$ 11,301.96
28	April 27, 2021	\$ 15,104.50
29	May 11, 2021	\$ 9,751.90
30	June 8, 2021	\$ 17,322.10
31	July 13, 2021	\$ 19,548.00
32	August 10, 2021	\$ 5,586.82
33	September 14, 2021	\$ 11,200.40
34	October 12, 2021	\$ 12,977.06
35	November 9, 2021	\$ 27,432.50

TOTAL \$ 687,449.36

Previous Applications for Payment

No.	Date	Amount
36	December 14, 2021	\$ 10,413.05
37	January 11, 2022	\$ 70,000.00
38	February 8, 2022	\$ 18,414.00
39	March 8, 2022	\$ 13,086.08
40	April 12, 2022	\$ 27,388.60
41	May 10, 2022	\$ 33,571.24
42	June 14, 2022	\$ 39,108.44
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	\$ -
2	October 27, 2020	\$ 66,000.00
3	December 14, 2021	\$ 560,000.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 626,000.00

Contract Time Remaining

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

**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

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

June 24, 2022
Project No: 128108
Invoice No: 6

Project Manager H. Veenstra Jr.

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

Professional Services from May 22, 2022 to June 18, 2022

Professional Personnel

	Hours	Rate	Amount	
Management I	1.00	199.00	199.00	
Clerical II	1.00	76.00	76.00	
Clerical III	3.00	65.00	195.00	
Process Engineer I	12.00	215.00	2,580.00	
Engineer I-C	22.50	179.00	4,027.50	
Engineer III-A	3.00	144.00	432.00	
Drafter IA	5.00	114.00	570.00	
Drafter II	1.50	100.00	150.00	
Construction Engineer I	2.00	199.00	398.00	
Construction Engineer II	95.50	121.00	11,555.50	
Construction Engineer III	2.00	108.00	216.00	
Surveyor I	1.00	138.00	138.00	
Technician I	19.00	101.00	1,919.00	
Technician III	104.00	84.00	8,736.00	
Technician VII	82.50	58.00	4,785.00	
Totals	355.00		35,977.00	
Total Labor				35,977.00

Unit Billing

Mileage	982.80	
Mileage	35.10	
Mileage	26.33	
Duplication	5.88	
GPS	60.00	
GPS	240.00	
Robotics	180.00	
Total Units	1,530.11	1,530.11

Billing Limits

	Current	Prior	To-Date
Total Billings	37,507.11	114,449.36	151,956.47
Limit			900,000.00
Remaining			748,043.53

Project	128108	WRA Connector - Phase 2 - CS	Invoice	6
Total this Invoice			\$37,507.11	

Billings to Date

	Current	Prior	Total
Labor	35,977.00	109,692.50	145,669.50
Expense	0.00	1,206.23	1,206.23
Unit	1,530.11	3,550.63	5,080.74
Totals	37,507.11	114,449.36	151,956.47

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: July 12, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: June 1, 2022 Through: June 30, 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:	\$	1,729,664.78	
Retainage: 5 % of Completed Work:	\$	86,483.24	
Total Earned less Retainage:	\$	1,643,181.54	
Less previous applications for payment:	\$	493,246.14	
SUBTOTAL	\$		1,149,935.40

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,149,935.40

Balance to finish, including retainage: \$ 10,947,152.21

Contract Time Remaining (If applicable) 336.00 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: [Signature] Firm Name: S.J. Louis Construction, Inc. Date: 07/05/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
 Signature: [Signature] Firm Name: Veenstra & Kimm, Inc. Date: 7-5-2022

City of Grimes Staff Approval: [Signature]
 Signature: [Signature] Date: 7-6-22

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	576.00	\$ 380,304.00	1,168.00	33.03%
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	\$ 46,200.00	-	100.00%
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	1.00	\$ 50,000.00	1.00	50.00%
11	Manhole - 84"	EA	35.00	(31.00)	4.00	\$33,510.00	\$ 134,040.00	1.00	\$ 33,510.00	3.00	25.00%
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	464.00	\$ 8,816.00	18,436.00	2.46%
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 Sheet piling	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	1.00	\$ 39,000.00	4.00	20.00%
29	Stored Materials				-	\$ -	\$ -		\$ -	-	0.00%
30	60" Sanitary Pipe	LF			-	\$ 286.00	\$ -	745.68	\$ 213,264.48		0.00%
31	36" Sanitary Pipe	LF			-	\$ 133.00	\$ -	-	\$ -		0.00%
32	36" Sanitary Pipe Bends	LF			-	\$ 4,095.00	\$ -	-	\$ -		0.00%
33	54" Base FRP Manholes 3 miter	EA			-	\$14,426.00	\$ -	3.00	\$ 43,278.00		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	\$ -	-	\$ -		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	54" Sanitary Pipe	LF			-	\$ 238.00	\$ -	796.43	\$ 189,550.34		0.00%
39	54" Bore Pipe Sanitary	LF			-	\$ 534.00	\$ -	516.94	\$ 276,045.96		0.00%
40	54" Base FRP Manholes 1 miter	EA			-	\$11,255.00	\$ -	2.00	\$ 22,510.00		0.00%
41	54" Base FRP Manholes 2 miter	EA			-	\$13,117.00	\$ -	4.00	\$ 52,468.00		0.00%
42	LFM MH #6	EA			-	\$ 8,061.00	\$ -	1.00	\$ 8,061.00		0.00%
43	LFM MH #7	EA			-	\$ 8,214.00	\$ -	1.00	\$ 8,214.00		0.00%
44	LFM MH #8	EA			-	\$ 9,237.00	\$ -	1.00	\$ 9,237.00		0.00%
45	LFM MH #9	EA			-	\$ 11,712.00	\$ -	1.00	\$ 11,712.00		0.00%
46	LFM MH #10	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00		0.00%
47	LFM MH #11	EA			-	\$ 8,368.00	\$ -	1.00	\$ 8,368.00		0.00%
48	LFM MH #12	EA			-	\$ 8,368.00	\$ -	1.00	\$ 8,368.00		0.00%
49	LFM MH #13	EA			-	\$ 11,265.00	\$ -	1.00	\$ 11,265.00		0.00%
50	LFM MH #14	EA			-	\$ 11,419.00	\$ -	1.00	\$ 11,419.00		0.00%
51	LFM MH #15	EA			-	\$ 12,732.00	\$ -	1.00	\$ 12,732.00		0.00%
52	LFM MH #16	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00		0.00%
53	LFM MH #19	EA			-	\$ 9,237.00	\$ -	1.00	\$ 9,237.00		0.00%
54	LFM MH #20	EA			-	\$ 8,668.00	\$ -	1.00	\$ 8,668.00		0.00%
55	LFM MH #21	EA			-	\$ 9,401.00	\$ -	1.00	\$ 9,401.00		0.00%
56					-	\$ -	\$ -		\$ -	-	0.00%
57					-	\$ -	\$ -		\$ -	-	0.00%
58					-	\$ -	\$ -		\$ -	-	0.00%
59					-	\$ -	\$ -		\$ -	-	0.00%
60					-	\$ -	\$ -		\$ -	-	0.00%
61					-	\$ -	\$ -		\$ -	-	0.00%
62					-	\$ -	\$ -		\$ -	-	0.00%
63					-	\$ -	\$ -		\$ -	-	0.00%
64					-	\$ -	\$ -		\$ -	-	0.00%
65					-	\$ -	\$ -		\$ -	-	0.00%
66					-	\$ -	\$ -		\$ -	-	0.00%
67					-	\$ -	\$ -		\$ -	-	0.00%
68					-	\$ -	\$ -		\$ -	-	0.00%
69					-	\$ -	\$ -		\$ -	-	0.00%
70					-	\$ -	\$ -		\$ -	-	0.00%
71					-	\$ -	\$ -		\$ -	-	0.00%
72					-	\$ -	\$ -		\$ -	-	0.00%
73					-	\$ -	\$ -		\$ -	-	0.00%
74					-	\$ -	\$ -		\$ -	-	0.00%
75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$12,590,333.75

\$ 1,729,664.78

-86.26%

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
3	June 28, 2022	\$ 319,396.14
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 493,246.14

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	\$ (84,666.25)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ (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:	198.00
Contract Time Remaining:	<u>336.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 4
Contractor: Shank Constructors, Inc.
Address: 3501 85th Avenue North, Brooklyn Park, MN 55443
Finance Budget Code: 364-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 25, 2022 **Vendor #** 2926

Date of Council Meeting: July 12, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: June 1, 2022 Through: June 30, 2022

Contract Summary

Original Contract Amount:	\$	8,068,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	8,068,100.00	
Total completed and stored to date:	\$	1,595,261.20	
Retainage: 5 % of Completed Work:	\$	79,763.06	
Total Earned less Retainage:	\$	1,515,498.14	
Less previous applications for payment:	\$	967,869.79	
SUBTOTAL	\$		547,628.35

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 547,628.35

Balance to finish, including retainage: \$ 6,552,601.86

Contract Time Remaining (If applicable) 427.00 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: Shank Constructors, Inc.
 Signature: John Schneider, Project Manager Date: 7/5/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
 Signature: Date: 7-5-2022

City of Grimes Staff Approval: Matt Ahrens
 Signature: Date: 7-6-22

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	Mobilization	LS	1.00		1.00	\$285,000.00	\$ 285,000.00	40%	\$ 114,000.00	60%	40.00%
2	Site Demolition	LS	1.00		1.00	\$115,000.00	\$ 115,000.00	80%	\$ 92,000.00	20%	80.00%
3	Earth Retention	LS	1.00		1.00	\$ 1,921,503.00	\$ 1,921,503.00	50%	\$ 960,751.50	50%	50.00%
4	Earthwork	LS	1.00		1.00	\$546,000.00	\$ 546,000.00	20%	\$ 109,200.00	80%	20.00%
5	Site Utilities	LS	1.00		1.00	\$ 1,104,000.00	\$ 1,104,000.00	20%	\$ 220,800.00	80%	20.00%
6	Site Concrete	LS	1.00		1.00	\$35,000.00	\$ 35,000.00		\$ -	100%	0.00%
7	Cast In Place Concrete	LS	1.00		1.00	\$ 1,388,210.00	\$ 1,388,210.00		\$ -	100%	0.00%
8	Precast Materials	LS	1.00		1.00	\$207,500.00	\$ 207,500.00		\$ -	100%	0.00%
9	Precast Erection	LS	1.00		1.00	\$36,400.00	\$ 36,400.00		\$ -	100%	0.00%
10	Wood Blocking	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	100%	0.00%
11	Roofing	LS	1.00		1.00	\$40,200.00	\$ 40,200.00		\$ -	100%	0.00%
12	Hatches	LS	1.00		1.00	\$24,500.00	\$ 24,500.00		\$ -	100%	0.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	\$18,250.00	\$ 18,250.00		\$ -	100%	0.00%
14	Coiling Door	LS	1.00		1.00	\$23,500.00	\$ 23,500.00		\$ -	100%	0.00%
15	Painting	LS	1.00		1.00	\$25,000.00	\$ 25,000.00		\$ -	100%	0.00%
16	Specialties	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	100%	0.00%
17	Bar Screens	LS	1.00		1.00	\$309,220.00	\$ 309,220.00		\$ -	100%	0.00%
18	Submersible Pumps	LS	1.00		1.00	\$333,000.00	\$ 333,000.00		\$ -	100%	0.00%
19	Slide Gates	LS	1.00		1.00	\$39,460.00	\$ 39,460.00		\$ -	100%	0.00%
20	Inside Process Piping	LS	1.00		1.00	\$227,000.00	\$ 227,000.00		\$ -	100%	0.00%
21	Jib Crane	LS	1.00		1.00	\$58,000.00	\$ 58,000.00		\$ -	100%	0.00%
22	Plumbing	LS	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	100%	0.00%
23	HVAC	LS	1.00		1.00	\$329,460.00	\$ 329,460.00		\$ -	100%	0.00%
24	Electrical	LS	1.00		1.00	\$985,097.00	\$ 985,097.00	10%	\$ 98,509.70	90%	10.00%
25					-	\$ -	\$ -		\$ -	-	0.00%
26					-	\$ -	\$ -		\$ -	-	0.00%
27					-	\$ -	\$ -		\$ -	-	0.00%
28					-	\$ -	\$ -		\$ -	-	0.00%
29					-	\$ -	\$ -		\$ -	-	0.00%
30					-	\$ -	\$ -		\$ -	-	0.00%
31					-	\$ -	\$ -		\$ -	-	0.00%
32					-	\$ -	\$ -		\$ -	-	0.00%
33					-	\$ -	\$ -		\$ -	-	0.00%
34					-	\$ -	\$ -		\$ -	-	0.00%
35					-	\$ -	\$ -		\$ -	-	0.00%
36					-	\$ -	\$ -		\$ -	-	0.00%
37					-	\$ -	\$ -		\$ -	-	0.00%
38					-	\$ -	\$ -		\$ -	-	0.00%
39					-	\$ -	\$ -		\$ -	-	0.00%
40					-	\$ -	\$ -		\$ -	-	0.00%
41					-	\$ -	\$ -		\$ -	-	0.00%
42					-	\$ -	\$ -		\$ -	-	0.00%
43					-	\$ -	\$ -		\$ -	-	0.00%
44					-	\$ -	\$ -		\$ -	-	0.00%
45					-	\$ -	\$ -		\$ -	-	0.00%
46					-	\$ -	\$ -		\$ -	-	0.00%
47					-	\$ -	\$ -		\$ -	-	0.00%
48					-	\$ -	\$ -		\$ -	-	0.00%
49					-	\$ -	\$ -		\$ -	-	0.00%
50					-	\$ -	\$ -		\$ -	-	0.00%
51					-	\$ -	\$ -		\$ -	-	0.00%
52					-	\$ -	\$ -		\$ -	-	0.00%
53					-	\$ -	\$ -		\$ -	-	0.00%
54					-	\$ -	\$ -		\$ -	-	0.00%
55					-	\$ -	\$ -		\$ -	-	0.00%
56					-	\$ -	\$ -		\$ -	-	0.00%
57					-	\$ -	\$ -		\$ -	-	0.00%
58					-	\$ -	\$ -		\$ -	-	0.00%
59					-	\$ -	\$ -		\$ -	-	0.00%
60					-	\$ -	\$ -		\$ -	-	0.00%
61					-	\$ -	\$ -		\$ -	-	0.00%
62					-	\$ -	\$ -		\$ -	-	0.00%
63					-	\$ -	\$ -		\$ -	-	0.00%
64					-	\$ -	\$ -		\$ -	-	0.00%
65					-	\$ -	\$ -		\$ -	-	0.00%
66					-	\$ -	\$ -		\$ -	-	0.00%
67					-	\$ -	\$ -		\$ -	-	0.00%
68					-	\$ -	\$ -		\$ -	-	0.00%
69					-	\$ -	\$ -		\$ -	-	0.00%
70					-	\$ -	\$ -		\$ -	-	0.00%
71					-	\$ -	\$ -		\$ -	-	0.00%
72					-	\$ -	\$ -		\$ -	-	0.00%
73					-	\$ -	\$ -		\$ -	-	0.00%
74					-	\$ -	\$ -		\$ -	-	0.00%
75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,068,100.00

\$ 1,595,261.20

19.77%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	\$ 179,581.03
2	May 10, 2022	\$ 152,544.50
3	June 14, 2022	\$ 635,744.26
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 967,869.79

Record of Change Orders

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

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	552.00
Added by Change Order:	
Contract Time to Date:	552.00
Time Used to Date:	125.00
Contract Time Remaining:	<u>427.00</u>



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

AGENDA MEMO

For Meeting of July 12, 2022

AGENDA HEADING: Resolution Amending Address of Lot 49, Autumn Park Plat 5

SYNOPSIS: The address is being amended as part of the readdressing of the plat. The address number will better fit within our addressing grid. Staff would recommend approval of the attached Resolution Amending Address from 608 NW Beechwood Drive to 408 NW Beechwood Drive.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the attached Resolution Amending Address from 608 NW Beechwood Drive to 408 NW Beechwood Drive.

RESOLUTION NO. 07-0922

RESOLUTION AMENDING ADDRESS OF LOT
49, AUTUMN PARK PLAT 5

WHEREAS, Lot 49 of the Autumn Park Plat 5 currently is assigned an address of 608 NW Beechwood Drive, and

WHEREAS, 608 NW Beechwood Drive has been determined to be incorrect based upon the existing addressing grid for the City of Grimes, and has been changed from 608 NW Beechwood Drive, to 408 NW Beechwood Drive, and

WHEREAS, it has been determined that the numerical address should also be changed to better fit the existing address grid for the City of Grimes, and

WHEREAS, Staff has evaluated the existing street grid for the City of Grimes and determined that 408 NW Beechwood Drive is the correct address for Lot 49 of the Autumn Park Plat 5.

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

That the plat of Autumn Park Plat 5 be amended by changing the local address of Lot 49 shown on said plat from 608 NW Beechwood Drive to 408 NW Beechwood Drive. A copy of this resolution shall be filed of record with the Polk County, Iowa recorder.

PASSED AND APPROVED this 12th day of July, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of July 12, 2022

AGENDA HEADING: 2022–2025 On Call Traffic Planning and Engineering Services – Snyder & Associates, Inc. Professional Services Agreement.

SYNOPSIS: The City of Grimes has been working with Snyder & Associates for the past few years providing traffic engineering support to city staff. They have provided access to a variety of traffic engineering expertise with items like traffic counting, traffic study reviews, traffic signal operation adjustments, roadway capacity analysis, access management, street lighting, responding to citizen complaints, etc.

Snyder & Associates has been providing traffic engineering expertise to Grimes for many years and staff feels very comfortable utilizing them for this work. They have very capable traffic engineering staff and a good understanding of our transportation system from their background of work in the community.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$20,000 per year for three years based off hourly rates and fixed expenses. The funding source for this work will be from the engineering line item in the Development Services Department budget.

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. 07-1122

WHEREAS, the City of Grimes (Grimes) needs the availability of on-call traffic engineering services from a professionally licensed traffic engineer; and,

WHEREAS, the engineering firm of Snyder & Associates, Inc. (Engineers), has substantial experience in traffic planning and engineering design, and is qualified to provide these services; and,

WHEREAS, Engineers have proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineers and compensation to be paid by Grimes for their engineering services related to on-call traffic engineering;

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 Engineers on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___ to ___ on the 12th day of July, 2022, and approved by the Mayor on the 12th day of July, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

2022-2025 ON CALL TRAFFIC PLANNING AND ENGINEERING SERVICES

This Agreement is made and entered into this 12th day of July, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Snyder & Associates, Inc., 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 yearly (July 1-June 30) sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3 for work performed each yearly period.

I. Basic Services of the Consultant

a. <u>On-Call Services</u>	<u>\$20,000 per year</u>
Total	<u>\$20,000 per year</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.

- D. Work performed beginning July 1, 2023, or subsequent future years, will be based on future standard fee schedules, to be provided to the City for approval prior to work being performed. Fees will not exceed this yearly budget without prior written approval by City or amended with approved Supplemental Agreement by City.

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 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.

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: Snyder & Associates, Inc.
Attn: Todd Knox, P.E., PTOE
Title: Traffic Engineer
Address: 2727 SW Snyder Blvd
City, State: Ankeny, IA 50023

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

BY:  Digitally signed by David N. Moeller, P.E.
Date: 2022.07.01 14:57:18-05'00'

Name: David N. Moeller, P.E.

Title: President

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

Name: Rochelle Williams

Title: City Clerk

ATTACHMENT 1 - SCOPE OF SERVICES

The Consultant will perform miscellaneous traffic planning and engineering services as requested and directed by the Client. Specific services may include, but are not limited to:

- Traffic counts or other field data collection
- Preparation of funding applications
- Traffic control requests or speed limit review
- Review of traffic studies or signal plans prepared by consultants
- Review of traffic signal operations, timing, and coordination plan adjustments
- Review of signing and/or pavement markings
- Trip generation estimates for new development or planning areas
- Capacity analysis of intersections or roadways
- Access / driveway review
- Roadway/street lighting analysis
- City fiber optic communication network planning and review
- Construction activity traffic control/operation review
- Responding to citizen traffic concerns
- Preparation of technical memoranda
- Meetings and coordination with City staff
- P&Z or Council meeting attendance for presentation or Q&A

Individual services will be provided according to a mutually acceptable schedule, and scope definition will be by verbal, email, or written correspondence between City staff and Consultant.

Site Development Preliminary Traffic Review - The Consultant will perform a Preliminary Traffic Review of submitted site developments, as requested by the Client, to determine if further traffic analysis is required by the developer or other specific traffic related concerns need to be addressed. It is anticipated that to meet the development review process, these reviews will be limited to a review of site trip generation potential, consideration of existing or future traffic volumes near the development, possible roadway/street infrastructure needs, and standards of practice for signing and pavement marking. These reviews will only be for the initial site development submittal. Review of more detailed traffic study, following the initial review, will be completed under the remaining traffic services agreement.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the scope of services under this Agreement shall be as follows:

July 1, 2022 through June 30, 2025

ATTACHMENT 3 - SCHEDULE OF FEES

Consultant may adjust these rates each year.

SNYDER & ASSOCIATES, INC. 2022-23 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	/hour
Principal I	\$217.00	/hour
Senior	\$198.00	/hour
VIII	\$181.00	/hour
VII	\$172.00	/hour
VI	\$163.00	/hour
V	\$152.00	/hour
IV	\$141.00	/hour
III	\$129.00	/hour
II	\$116.00	/hour
I	\$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	/hour
Senior	\$132.00	/hour
VIII	\$123.00	/hour
VII	\$113.00	/hour
VI	\$102.00	/hour
V	\$92.00	/hour
IV	\$83.00	/hour
III	\$75.00	/hour
II	\$69.00	/hour
I	\$60.00	/hour
Administrative		
II	\$71.00	/hour
I	\$58.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	

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.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of July 12, 2022

AGENDA HEADING: Outlet Repairs at Crossing Townhomes and Lot J Beaverbrooke West Plat 8 – Nilles Associates, Inc, Professional Services Agreement Amendment for engineering design and construction phase services.

SYNOPSIS: The original PSA for the Outlet Repairs at Crossing Townhomes and Lot J Beaverbrooke West Plat 8 project only included conducting a site investigation, gathering measurements, and providing aerial imagery for a conceptual layout and cost estimate to repair the outlets at the Crossing Townhomes and Beaverbrook basins. The amendment to the PSA with Nilles Associates, Inc. (Nilles) will add the design and construction phase services based off these concepts. Nilles will be providing the following engineering services: boundary and topographic survey, storm sewer design, provide construction documents for bidding, and construction contracting services.

FISCAL IMPACT: The total fee proposed for the additional engineering services is \$9,700. Following our review, this appears to be a reasonable fee for this work. This will be funded from storm water funds.

PREVIOUS COUNCIL ACTION(S): Approval of PSA with Nilles.

BOARD/COMMISSION ACTION(S):

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

AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
Amendment No. 1

The Effective Date of this Amendment is: July 12, 2022.

Background Data

Effective Date of Agreement: May 25, 2021

City: City of Grimes, IA

Consultant: Nilles Associates, Inc.

Project: Outlet Repairs at Crossing Townhomes and Lot J Beaverbrooke West Plat 8

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Section 3. COMPENSATION

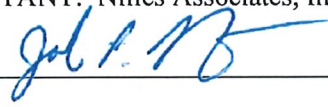
Attachment 1 – Scope of Services

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

CITY: City of Grimes, IA

CONSULTANT: Nilles Associates, Inc.

By: _____
Print
name: Scott Mikkelsen

By: 
Print
name: John Nilles

Title: Mayor

Title: Pres.

Date Signed: July 12, 2022

Date Signed: July 12, 2022

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

A.1.b.	<u>SEE ATTACHMENT 1</u>	\$9,700
	<u>Total</u>	\$15,600

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

PART 1 – BASIC SERVICES

A1.01 *Amend Professional Services to include the following work items: boundary and topographic survey, storm sewer design, provide construction documents for storm sewer, and provide public bidding and construction contracting services.*

A. Engineer shall:

3. Conduct boundary and topographic surveys as necessary to provide all services as defined in Attachment 1.
4. Provide one (1) final (100%) signed set of construction drawings.

PART 2 – COMPENSATION

Paragraph A2.01.A. is modified to include the following:

The compensation for services shall be increased by \$9,700 based on the following estimated distribution of compensation:

Design and Construction Phase	\$9,700
-------------------------------	---------

The total compensation for services under paragraph A2.01 is revised to be \$15,600.



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

AGENDA MEMO

Item No. X
For Meeting of

AGENDA HEADING: Approve Professional Service Agreement with Sports Facilities Development for the GrimesPlex Owner's Rep Services.

SYNOPSIS: Sports Facilities Development (SFD) is currently providing venue planning and design services for the GrimesPlex construction project. The city has been happy with their services and are now seeking to hire them for their Owners Rep Services where they will lead all aspects of the GrimesPlex construction project at the direction of the city.

FISCAL IMPACT: \$440,000

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of the Professional Service Agreement with Sports Facilities Development for Owners Rep Services. Sports Facilities Development is the leader in sport venue development and will maximize the potential of the GrimesPlex project and streamline the construction process for the city.

RESOLUTION TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.07-0722

WHEREAS, the City of Grimes (Grimes) has begun construction of the GrimesPlex as a marque local, regional and national sport destination venue; and,

WHEREAS, the sports venue development firm of Sports Facilities Development (Consultant), has substantial experience in providing professional Owners Rep Services regarding marque sports venue construction projects;

WHEREAS, Consultant has proposed the attached Agreement for the Provision of Professional Services that has specifications of professional services to be supplied by the Consultants and compensation to be paid by Grimes for the Owners Rep Services in connection with the GrimesPlex construction project in Grimes;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Agreement for Provision of Professional Services with the Consultants on behalf of Grimes, and that the Grimes Park Director is authorized to spend up to 1% or \$20,000 over the stated contract consideration, if deemed necessary, for additional services by the Consultants in connection to their work under the attached agreement. Proposed additional services beyond \$20,000 require City Council authorization.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___ to ___ on the 12th day of July, 2022, and approved by the Mayor on the 12th day of July, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

GrimesPlex Owner's Representative Services

This Agreement is made and entered into this 12th day of July 2022 by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Sports Facilities Development, LLC 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. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____
Total	\$440,000.00

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 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.

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: Sports Facilities Development, LLC
Attn: Jason Clement
Title: Manager and CEO
Address: 600 Cleveland Street, Ste. 910
City, State: Clearwater, FL 33755

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
SPORTS FACILITIES DEVELOPMENT, LLC

CITY OF GRIMES

BY: _____

Jason Clement, for its Manager

BY: _____

Scott Mikkelsen, Mayor

ATTEST

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

SFD OWNER'S REPRESENTATIVE SERVICES

SFD will provide services to Client in the following phases:

- Conceptual Design and Pre-Design Step
- Design Step
- Procurement Step
- Construction Step
- Post-Construction Step

PHASE 1 – CONCEPTUAL DESIGN AND PRE-DESIGN PHASE

During Phase 1, SFD will:

- Prepare a Development Management Plan for the Project and will make recommendations to this plan throughout the duration of the Project, as may be appropriate.
- Assist with the preparation of an RFQ/P for architectural and Engineering services to the most capable pre-qualified firms. SFD will assist with the evaluation and selection of the Client's design team (the individuals and/or entities selected by Client for programming, design, and design administration of the Project, the "Design Team").
- Assist with the review and negotiation of the design contracts in order to gain an executed agreement for "Architectural and Engineering Services".
- Prepare a Master Schedule ("Master Schedule") for the Project. The Master Schedule will specify the proposed starting and finishing dates for each major project activity.
- Based upon the Master Schedule, Prepare the "Milestone Schedule" for the "Design Phase" of the Project.
- Will prepare a Project budget and cost report based on the Development Management Plan.
- Assist with infrastructure coordination and review proposed road and utility requirements to ensure proper coordination with the Project.
- Coordinate evaluation of potential utilities to the Project.
- Finalize programming and space allocation requirements for the Project.

PHASE 2 – DESIGN

In addition to acting as Client's representative through the Design Team, during Phase 2, SFD will lead client through venue planning and design support services, which include: (1) Programming and Design Concept Support Services, (2) Schematic Design Support Services, (3) Design Development Support Services, and (4) Construction Document Support Services.

- Provide agreed upon number of site visits, generally on a routine basis subject to federal holiday schedules and project demands.
- Conduct regularly scheduled design review meetings. During these meetings, SFD will review the Development Management Plan, the Master Schedule, Design Phase Milestone Schedule, and the Project Budget.
- Review the design documents and approve the same as to constructability, scheduling, and time of construction as to clarity, consistency, and coordination of documentation among Contractors and as to the separation of the Project into contracts for various categories of the work.
- Expedite Client's design reviews by compiling and conveying Client's review comments to the Design Team.

- Coordinate transmittal of documents to regulatory agencies for review.
- Secure an estimate of the probable construction cost for each design phase.
- Provide value engineering recommendations on major construction components, including coordinating cost evaluations of alternative materials and systems.
- Prepare and distribute Project cost reports that will indicate actual or estimated costs compared to the Project and final budget and will facilitate Project design and Design Team being responsive to the Project budget and schedule.
- Work with the Design Team to produce design phase change reports that will list all Client approved changes as of the date of the report and will state the effect of the changes on the Project budget and Master Schedule.
- Be diligent and persistent in making sure that the documents being produced by the Design Team comply with the program and are complete and understood by the entire construction team.
- Oversee the ongoing review and refinement of the Facility program.
- Work with all Design Team members to ensure all goals are met and the Project is approached in a coordinated manner.
- Continuously work with Design Team in the review of the design documents to ensure all operational needs are met.
- Assist in the presentation and review of various design alternatives and provide recommendations to the Project team.
- Evaluate changes and improvements to the Furnishings, Fixtures, and Athletic Equipment ("FF&E") and Operating Supplies and Equipment ("OSE") throughout the design and construction process.

PHASE 3 – PROCUREMENT

During Phase 3, SFD will:

- Assist with the procurement of construction related services.
- Determine the best delivery approach method.
- Assist with the issuing of an RFQ/P for Construction Services to the most capable pre-qualified firms including a bidder's interest campaign.
- Execute an agreement for construction services.
- Maintain and update the Master Schedule.
- Prepare and distribute Project cost reports.
- Prepare and distribute cash flow reports.
- Assist in development of efficient communication channels among all parties.
- Procure other related services to support the design and construction process.
- Perform and schedule procurement of FF&E and OSE. (Details Listed in Above Scope, included in Owner's Rep Scope)

PHASE 4 – CONSTRUCTION

During Phase 4, SFD will:

- Oversee the activities of each member of the Project team by monitoring their progress, reminding each team of its responsibilities and obligations, and ensuring that the Project Team is continually advised of their status.
- Conduct a Pre-Construction Conference during which SFD will review the Project reporting procedures and other requirements for performance of the work.
- Review, establish, and implement initial construction procedures and processes between the Project Team. This will include the reviewing, in concert with Design Team, RFI's, shop drawings,

- samples, and other submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications, and the maintenance of logs.
- Review the construction organization and management plan suggestion options to maximize cost-effective completion.
 - Review the pre-construction services plan.
 - Review the construction plans regarding site preparation and logistics.
 - Work with Client's contractors and Project Team to coordinate the construction project controls and reporting systems.
 - Review construction estimates and updates.
 - Review proposed construction schedule as to overall reasonableness, which includes the ability to meet the critical path dates.
 - Assist in development of procedures to be used by construction contractors to bid various phases of the Project and monitor these processes once agreed upon.
 - Review construction contractor's cost-control plan.
 - Review the construction purchase and procurement plans.
 - Review construction targeted (MBE/WBE/Local) business plans.
 - Review construction commissioning procedure and turnover schedule.
 - Evaluate value engineering, cost reduction, and/or other cost saving alternatives suggested by the Design Team and/or contractors.
 - Oversee or assist with the selection and execution of agreements for the other critical services requirement for development (for example, environmental reviews, site surveys, geotechnical investigations, etc.).
 - Verify that the contractors and vendors have provided evidence of required permits, bonds, and insurance.
 - Oversee the contractors' request for information, shop drawings, samples, and other submittals.
 - Oversee the Design Team's reply or other actions concerning contractors' requests for information, to determine the anticipated effect on compliance with the Project requirements, Final Budget, and the Master Schedule.
 - Attend construction and Project progress meetings.
 - Oversee the procurement of the necessary construction testing and inspecting services.
 - Monitor the results of all testing and inspections during the Project.
 - Continue to review drawings as they develop and monitor their impact on the Project's schedule and budget.
 - Establish, implement, and manage a change order control system with the Project Team. Review all proposed Change Orders.
 - Review proposal requests recommended by Architect and provide input and recommendations to Project Team based on these requests.
 - Review proposals issued by the construction contractors for impact on budget and schedule.
 - Assist in determination of cost responsibility and other impacts.
 - Establish and implement a program to monitor the quality of the work. The purpose of this program will be to identify non-confirming items during the construction process.
 - Advise Client on substantial completion and final completion issues.
 - Work with Client's post-opening facility manger to coordinate occupancy schedule.
 - Assist in development of start-up plans, checklists, etc. for ongoing operation of the facility.
 - Participate in regular meetings to review Project issues and determine ongoing strategies to keep the Project moving forward.
 - Adjust and update the Master Schedule on a monthly basis.
 - Review the Contractor's Construction Schedule and verify that the schedule is prepared in accordance with the requirements of the Master Schedule.
 - Review proposed schedule and updates for accuracy and reliability on a monthly basis.

- Participate with the Contractors to determine a schedule of values for the Construction Contract. The schedule of values will be the basis for the allocation of the Construction Contract price to the activities shown on the Contractors' Construction Schedule.
- Review the payment applications submitted by the contractors and determine whether the amount requested reflects the progress of the contractors' work.
- Review and propose procedures for payment requests and monitor payment requests.
- Prepare a monthly billing document that will include all invoices related to the Project.
- Prepare and distribute Project cost reports during the Construction Phase.
- Periodically prepare and distribute cash flow reports during the Construction Phase.
- Manage and coordinate FF&E and OSE delivery, assembly, and installation with the Contractor

PHASE 5 – POST CONSTRUCTION

During Phase 5, SFD will:

- Oversee the Project close-out activities to ensure that the required deliverables are received from the construction contractors and other Project Team members.
- Ensure that the project commissioning and punch list activities are completed.
- Ensure final payments, obtain final release of liens, and completely close out all Project related contracts.
- Coordinate and oversee the preparation of record drawings and specifications. This will include collecting and coordinating the project records in the format desired by Client.
- Advise the Project Team on proper compliance with manufacturers' operations and maintenance manuals, warranties and guarantees, and certificates prior to the final completion of the Project. This information will be indexed and bounded in an organized manner as mutually approved by Client and SFD.
- Assist with the efforts involved with final testing, preparing, and submitting documentation to governmental agencies.
- Facilitate Jurisdiction Having Authority ("JHA") for the final inspections of the Project.
- Prepare and delivery the final Project accounting and close out reports at the conclusion of the Project.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the scope of services under this Agreement shall be as follows:

Project Schedule shall be issued for review and acceptance between members of the Project Team. Completion of the scope of services shall be mutually agreed upon by City and Consultant. Initial Project Schedule shall be issued within twenty (20) days of the execution of this Agreement.

ATTACHMENT 3 - SCHEDULE OF FEES

Project Fee: \$440,000

Invoicing Schedule (assuming September 2023 Grand Opening):

July 15, 2022:	\$29,333
August 15, 2022:	\$29,333
September 2022:	\$29,333
October 15, 2022:	\$29,333
November 15, 2022:	\$29,333
December 2022:	\$29,333
January 15, 2023:	\$29,333
February 15, 2023:	\$29,333
March 15, 2023:	29,3333
April 15, 2023:	\$29,333
May 15, 2023:	\$29,333
June 15, 2023:	\$29,333
July 15, 2023:	\$29,333
August 15, 2023:	\$29,333
September 15, 2023:	\$29,338

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. Reasonable travel cost to and from the Project Site will be billed at their direct cost.
4. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
5. All other direct expenses will be invoiced at cost.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of July 12, 2022

AGENDA HEADING: Chevalia Run Owners Association Compensation Agreement for Easement Restoration from 16" Raw Water Main Project.

SYNOPSIS: The action that is in front of the council is consideration of approval of a Compensation Agreement related to easement restoration items from the 16" Raw Water Main project that was completed a couple of years ago. There are 2 items in question, the first is some trees that died and the other is a grading issue in the ditch along NW 121st St. The areas in question are located in the common areas for the Chevalia Run Owners Association that the City of Grimes worked with for routing of the 16" raw water main. The association has offered to take care of these 2 items with consideration of a payment of \$13,645.05, which was developed from quotes from Bentley Ridge Tree Farm & Nursery and Crs Lawncare. The association has agreed to plant the new trees, water, maintain and take full responsibility for their survival. They are also agreeing to hire the contractor to complete the grading work and take full responsibility for the restoration of the ditch, which involves achieving positive drainage and seed establishment.

The City Attorney drafted the agreement and city staff provided review and comments to shape it into the final draft.

FISCAL IMPACT: The consideration cost to the city will be \$13,645.05. This will be funded from utility revenues funds.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff and City Attorney have reviewed the agreement and recommends that the City Council approves the resolution authorizing the execution of the Compensation Agreement.

RESOLUTION TO ENTER INTO A COMPENSATION AGREEMENT

Grimes Resolution No.07-1022

WHEREAS, the City of Grimes (City) has constructed a 16-inch Raw Water Main Project. located in the area of NW 121st Street just east of NW Chevalia Road; and,

WHEREAS, this public improvement project has altered the area and restoration work is required to return the area to pre-construction status; and,

WHEREAS, Chevalia Run Owners Association (Chevalia) has offered to enter into a Compensation Agreement with Grimes that will include grading of the County ditch and planting of white pine trees, and the details of this agreement are included in the attached Compensation Agreement; and;

WHEREAS, this Compensation Agreement is deemed to be for a proper public purpose and in the best interests of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the attached Compensation Agreement with Chevalia for grading of the ditch and the planting of new white pine trees.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 12th day of July, 2022, and approved by the Mayor on the 12th day of July, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

COMPENSATION AGREEMENT

The City of Grimes (City) and Chevalia Run Owners Association (Chevalia) enter into an agreement with regard to landscaping work and grading to permit positive drainage in an open ditch located along NW 121st Street just east of NW Chevalia Road, and states as follows:

1. Nature of Project – Chevalia will improve an existing open ditch located on Polk County street right of way along NW 121st Street just east of NW Chevalia Road, by having grading work performed in the ditch to create positive drainage. In addition, Chevalia will have seven white pine trees planted in a common area owned by the association. This grading work and planting will be done in order to correct the damage done at or near Chevalia property as the result of the City's 16-inch Raw Water Main Project. The grading work and tree planting will be completed or contracted by Chevalia.

2. Consideration – In full legal consideration for repairing the grading and damaged trees caused by the construction of the Grimes 16-inch Raw Water Main, the City has agreed to pay an amount of \$13,645.05 to Chevalia for the reasonable construction expenses directly related to the rectification of damage related to the City project. The payment will be due at the time of approval of this agreement by the City. The City will not be responsible to pay any change orders that may be necessary as the result of unanticipated construction expenses.

3. Indemnity – Chevalia will indemnify the City for any liability that may occur as the result of any injuries that happen as a result of or arising out of the construction of this project or planting of trees.

4. Maintenance Responsibility – Chevalia will provide any maintenance or repairs that need to be made to the ditch grading or replacement of the white pine trees after acceptance of the payment from the City.

The written agreement in this case contains all the contract terms for the City's payment for ditch grading and the planting of pine trees. The parties have read and understand these terms, have had an opportunity to discuss these terms with legal counsel, if necessary, and the signors below have authority to execute this agreement on behalf of their respective parties.

This contract was entered into on the _____ day of _____, 2022.

CITY OF GRIMES, IOWA

CHEVALIA RUN OWNERS ASSOCIATION

By: _____
Scott Mikkelsen, Mayor

By: _____
President

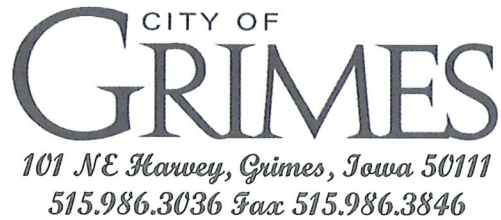
ATTEST:

Rochelle Williams, City Clerk

Street Address

City, State, Zip

Telephone



AGENDA MEMO

Council Meeting July 12, 2022

AGENDA HEADING: Grimes Purchasing & Procurement Policy update

SYNOPSIS: Staff reviewed the current policy and suggested modifications to make purchasing more efficient. The policy will work with the new online purchase order and requisition module to streamline our processes. Staff identified a need to update the way credit cards are currently handled and the amounts needed for travel/purchases per month by each department.

PREVIOUS COUNCIL ACTION(S): The purchasing and procurement policy was last updated in August 2020.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

GRIMES RESOLUTION NO. 07-0522

RESOLUTION APPROVING GRIMES PURCHASING POLICY

WHEREAS, the City of Grimes (Grimes) has adopted a Purchasing Policy to direct Grimes staff on the procedure to be used when expending city funds and making purchases; and

WHEREAS, the attached updated Purchasing Policy contains modifications to make the purchasing process more efficient from a purchasing, reporting, and record keeping standpoint; and

WHEREAS, the Grimes department heads have had an opportunity to review the processed changes and offer suggestions to the proposed modifications to the purchasing procedure; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRIMES IN THE STATE OF IOWA THE ATTACHED PURCHASING POLICY IS HEREBY APPROVED.

Passed by a vote of ____ to ____ this 12th day of July, 2022, and approved this 12th day of July, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



PURCHASING POLICY

TABLE OF CONTENTS

<u>Section No.</u>	<u>Title</u>	<u>Page</u>
Section I	Purchasing Policy	2- 3
Section II	Types of Purchases	4 - 6
Section III	Procurement Requirements Federal or State Requirements	7- 9
Section IV	Purchase Orders	10-11
Section V	Receiving	12
Appendix	Cardholder User Agreement	13

SECTION I

PURCHASING POLICY

General Policy

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

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

General Practices

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

Department Director and Authorized Individuals

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

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

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

Finance Director

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

City Council

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

SECTION II

TYPES OF PURCHASES

General

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

Routine Purchases

Those budgeted items or services which are used by the department in the operation of city business that are neither ongoing or contractual purchases as defined in this Section, and have a value of less than \$10,000 are routine purchases. Such purchases require quotations or written proof of best available price, obtained by the Department Director, City Administrator or authorized individual, and a purchase order.

Travel Expenses

Travel expenses include such things as mileage, airline travel, car rental, hotel and meal expenses. If the City does not pay for these expenses directly by use of a City credit card or check, all expenses (other than meal expense during overnight trips) will be reimbursed subject to the employee providing necessary receipts and appropriate documentation as provided in the Grimes Employee Handbook.

For overnight trips, meal expenses will be reimbursed on a per diem calculation that is based on the United States Government Services Administration (GSA) calculation for the metropolitan area that is visited. <http://www.gsa.gov/perdiem> As provided by the GSA calculation, the first and last day of travel will be reimbursed at 75% of the per diem meal calculation, and all other days at 100%.

Purchase or Contracts with a Value Under \$2,500.

Those budgeted items or services which are used by the department in the operation of city business that are neither ongoing or contractual purchases as defined in this Section, and have a value of less than \$2,500 do not require any formal purchasing procedures. Purchases may be made by any City employee authorized by the Department Director.

Purchase or Contracts with a Value of Between \$2,500 and \$10,000

Any item and/or service with a value of between \$2,500 and \$10,000 require up to three (3) quotations or written proof of best available price unless the item or service obtained or provided is such that three (3) quotations or written proof of best available price cannot be obtained. If the product(s) is offered through State bid, Sourcewell, Western State Contracting Alliance, Houston Galveston Area Council (HGAC), or any government purchasing consortium, then three (3) quotes or written proof are not required. In addition, this

three (3) quotation or written proof requirement is not required for a Professional Services Agreement (PSA) with an architect or engineer as long as there is compliance with Section III (3) (E).

A purchase order form is required that confirms compliance with this purchasing policy and attaches any written agreement, contract or purchase order signed by the authorized Department Head. Any contract or agreement that has contingent provisions that may be reasonably anticipated to subject the City to an additional obligation that will evidentially place the total expenditures in excess of \$10,000, must be approved by the City Council.

Purchases or Contracts with a Value of Over \$10,000

Any item and/or services with a value of greater than \$10,000 require a purchase order and quotations or submitted bids from interested vendors. The three bids or quotations must be written. Final approval must be obtained from the City Council.

Emergency Purchases

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

On-Going Purchases

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

List of On-Going Purchases

- Publication of city proceedings, as required by law.
- Postal services.
- Contractual purchases and maintenance agreements. Those items or services which are provided as a result of the City entering into a binding and legal agreement with the vendor are contractual purchases. Maintenance agreements for equipment initially purchased according to the purchasing policy. Such expenditures shall be processed in accordance with the established financial policy and, as determined by the Finance Director and City Administrator.
- Contracts, lease agreements and maintenance agreements valued under \$10,000 for the term of the entire agreement may be signed by the City Administrator or Department Director. Any contracts, lease agreements and maintenance agreements valued over \$10,000 for the term of the entire agreement must be approved by the City Council under state law..
- Bonds and principal representing bonded indebtedness previously approved by the City Council, when said bonds and principal are due and presented for payment.
- All interest on bonded indebtedness of the City when the same is due and coupons are presented for payment, or when the contracted bond Registrar requests payment
- All Sales and Excise Taxes due the State of Iowa.

- All utility bills for water, electricity, gas, telecommunication, etc.
- All medical, dental, disability and life insurance premiums and medical claims from insurance provider.
- Salaries and wages of officers and employees at the rates authorized by City Council resolution.
- Payment of federal and state withholding taxes, social security, Medicare, retirement funds and IPERS contributions, and unemployment taxes as required.

Permitted Expenditures Public Purposes

The following expenditures of City funds for recognition of City officials, managers, employees, valued volunteers or major donors, are authorized for the following public purposes, as the purposes involve commonly-granted benefits for employees and officials in public and private organizations which aid in recruitment of City personnel, promote improvement of staff morale, cooperation, and retention, and assist in building a commitment to the City, thus assisting in creating a more service-focused environment for Grimes citizens:

- The City Administrator or City Clerk may authorize reasonable expenses for the purchase of food, non-alcoholic beverages, paper plates, napkins, plastic utensils, flowers, decorations, cards, and plaques or similar gift for the following reception events:
 - Recognition for an elected or appointed city official at the end of their time of city service.
 - Retirement of a Grimes full or part-time employee or employees, or City volunteers worthy of recognition.
 - Strategic planning meeting or workshop of Grimes elected officials, committee or board.
 - Staff development, employee educational meetings, or committee meetings if done to promote employee time efficiency.
 - Celebration of a major city accomplishment or event including the receipt of a major city gift or award, and the opening of a new city building, park or amenity.
- Staff appreciation meal which may include elected officials and city employees twice per calendar year, once in December for the winter holiday and once mid-year during the summer, to recognize employee contributions and to promote communication between City Council members, City management, and other staff members.
- Sustenance supplies for the City's use, to include, but not be limited to, the following items: Coffee, coffee creamer, coffee filters, sweetener, paper products including plates, cups, and utensils, non-alcoholic drinks, paper towels or napkins and any products deemed necessary by the Department Director and falling under the term "sustenance".
- Food and non-alcoholic drinks for employee birthdays, not to exceed \$125 per occurrence, and not to occur more frequently than once monthly, with all employee birthdays falling within said month to be recognized.

- Flowers or a plant to express sympathy on behalf of the City to the family of a city elected official, city employee, valued city volunteer or major city donor as the result of a death in their household to an immediate family member, as determined in the discretion of the City Administrator or City Clerk, in an amount no more than \$100.00 .

Purchase/Procurement Credit Card Purchases

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

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

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

SALES TAXES-PLEASE NOTE: The City is exempt from sales tax, and payment of sales tax is **not** an authorized expense. When charging an expense, the merchant should be informed this is a City purchase and request that sales tax should not be charged. If given a Sales Tax-Exempt Card, the card should be presented to the merchant at the time of payment with the request that sales tax not be charged.

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

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

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

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

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

All detailed itemized credit card receipts must be forwarded to the Finance Department no later than the next business day or the first business day upon the return from a city related business trip. If a Department Director elects to reconcile their own department credit card statement, the Finance Director will forward the department's credit card statement upon receipt from the credit card company, and the Department Director must return the credit card statement, matching receipts for each entry, and a completed city credit card report form to the Finance Director within three (3) business days of receipt of the credit card statement.

A credit card with a limit of \$5000 will be assigned to each Department Director who will be responsible for the cards safe keeping, utilization and compliance with City reporting policy. In addition, a credit card with a limit of \$5,000 will be assigned to the City Administrator, and \$15,000 credit card will be assigned to the Finance Director for high limit purchases that have proper city authorization. Any card assigned to a Department Head, City Administrator or Finance Director requires that that employee sign a Cardholder User Agreement attached to this policy as Appendix I.

Management has made an effort to ensure that the vendors/suppliers used during the normal course of business are not restricted. If the card is refused by a merchant and the employee believes it should have been accepted, the Finance Director should be contacted immediately.

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

If the supplier or merchant should issue credit for any item to be returned, a Returned Goods authorization number from the supplier should be obtained. If the department cannot reach resolution with the merchant, the Department Director or their subordinate shall write a formal letter to the merchant within five (5) business days of the date the charge first appeared on the statement, and forward a copy of the letter to the finance department. The finance department will then dispute the item to the credit card company disputes department.

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

Debit Card

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

SECTION III

PROCUREMENT REQUIREMENTS FEDERAL OR STATE REQUIREMENTS

Federal or State Funded Projects – Specific rules apply for projects that include any federal or state program funding. When a project is financed in part or in whole with federal or state funds, procurement will follow the guidelines that are applicable and required by the funding agency from which funding will be received, or the policy that is the most conservative in nature. Procurement standards found in 2 C.F.R. Part 200, applicable to

federal funds will be followed. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

METHODS OF PROCUREMENT

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

1. Small purchase – relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$100,000 (\$150,000 for federal programs). If small purchase procedures are used for procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.

2. Sealed bids - sealed bids are publicly solicited (formal advertising) and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for the bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.

- A. In order for sealed bidding to be feasible, appropriate conditions must be present, including at a minimum, the following:
 - a. A complete, adequate and realistic specification or purchase description is available;
 - b. Two or more responsible bidders are available
 - c. The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
- B. When sealed bids are used for a procurement under a grant, the following requirements apply:
 - a. A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers;
 - b. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids;
 - c. All bids shall be opened publicly at the time and place stated in the invitation for bids;
 - d. A firm-fixed-contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City of Grimes indicates that such discounts are generally taken; and
 - e. Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

3. Competitive Proposals - normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposal method is used for a procurement under a grant, the following requirements apply:

- A. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical;
- B. Request for Proposals shall be solicited from an adequate number of qualified sources;
- C. City of Grimes shall have a written method for conducting evaluations of the proposals received and for selecting awardees;

- D. Awards will be made to the responsible bidder whose proposal will be most advantageous to the City of Grimes, with price (other than architectural/engineering) and other factors considered. Unsuccessful bidders will be promptly notified in writing.
- E. The City of Grimes will use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

4. Non-competitive Proposals - procurement through solicitation of a proposal from only one source. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to one or more of the following:

- A. The item is available from only a single source;
- B. After solicitation of a number of sources, competition is determined inadequate;
- C. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; or
- D. The awarding agency authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the awarding agency.)

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

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

CONTRACT PRICING

- 1. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- 2. The City of Grimes shall perform some form of cost/price analysis for every procurement action, including modification, amendments or change orders. The City of Grimes shall make an independent estimate prior to receiving a bid or proposal.
- 3. The City of Grimes shall negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. In determining a fair and reasonable profit, the City of Grimes must consider the complexity of the work to be performed, the risk

borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

PROCUREMENT RECORDS

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

AWARDED CONTRACTS

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

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

SECTION IV

REQUISITIONS AND PURCHASE ORDERS

General

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

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

Action to be Taken Prior to Completing a Requisition

Before submitting a requisition for approval, the individual preparing the request, or authorized individual shall make the following determinations:

Information on Requisition

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

- Date the requisition is prepared
- Requesting Department
- Shipment location
- Quantity. Measurable units for example: pieces, sheets, pounds, etc. must be used.
- Description of the item as complete and accurately as possible.
- Any additional information or anticipated requirements, such as fees or deposits, which will assist in making the best possible purchase of the requested supplies and services.

- Estimated cost determined by quotes and surveys, including shipping, handling and freight fees.
- Suggested vendor or vendors and any additional vendor quotation if needed.
- Brief reason for/explanation of request.
- Indication of whether the request is budgeted.
- Line item account number.
- Availability of funds.
- Date that the requested item or service is needed.
- Signature (electronically) of Department Director or authorized individual.

Review and Action of Requisition by Department Director

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

- Review the form for completeness and accuracy.
- Verify availability of budgeted funds.
- Approve or return to Subordinate for corrections, revisions or additions.

Review and Action by City Administrator

Review and action on the request may be submitted to the City Administrator in emergency situations. Upon receipt of the requisition the City Administrator may:

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

Action by Finance Department

Upon receipt of an approved purchase order, the Accounting Department shall complete the final step of the process by:

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

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

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

SECTION V

RECEIVING

General

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

Partial Deliveries

In the event of partial deliveries, the packing slip shall so note that it is a partial delivery when forwarded to the Accounting Department, so the City only pays for items delivered.

Rejections

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

Possible Charge to Employees

A unique purchase, if not a reasonable and justifiable expense as determined by the Finance Director , or a charge that is not consistent with this policy, will be charged to the employee who made the purchase. The use of good judgment by all when making such purchase is especially urged.

APPENDIX

CARDHOLDER USER AGREEMENT

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

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

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

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

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

The Purchasing Card is City property. As such, I understand that I may be periodically required to comply with internal control procedures designed to protect City assets.

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

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

I will be required to produce a detailed receipt for each charge I initiate on the card, or allow to be charged by a subordinate.

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

Employee Name (Print)

Last 8 Digits of Card Number

Employee Signature

CITY OF GRIMES CLAIMS 7 12 2022

CENTRAL PUMP AND MOTOR	REPAIR OF BLOWER-WWTP	4,875.78
D&K PRODUCTS	TURF CHEMICALS	610.2
ACCU JET	TELEVISION SWR/VAC PITS & LS	3,604.37
EUROFINS TESTAMERICA	LAB TESTING	3,356.00
SHERWIN WILLIAMS CO.	PAINT	51.99
BAKER & TAYLOR	MATERIALS - LIBRARY	750.18
BARCO PRODUCTS	PET WASTE BAGS	1,463.90
BLACK HILLS ENERGY	GAS	721.82
BLACKBURN MFG. CO.	UTILITY LOCATOR FLAGS	561.1
BOMGAARS	SHOP/PARK SUPPLIES	454.21
KOHLES & BACH, INC	SERVICE REPAIR HVAC-PW	291.5
BSN SPORTS	PITCHING MOUND	545
CAPITAL CITY EQUIP. CO.	BEARING	233.31
CITY OF URBANDALE	FY 22/23 SALT STORAGE INS.	219.11
CENTRAL IOWA PEST	PEST CONTROL - GCC	325
CITY OF DES MOINES	WRA JULY/AUG 2022	272,429.20
CIVIL DESIGN ADVANTAGE	URBAN RENEW/HOPE PLAT 4 SURVEY	1,432.50
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CORE & MAIN	CURB STOP AUGER	227.76
CROWN TROPHY	RETIREMENT PLAQUE/JAY BREWER	135
CULLIGAN WATER COND.	WATER - LIBRARY	9.95
DES MOINES REGISTER	SPLASH PAD BIDS	264.86
FAREWAY STORES, INC.	GOVERNORS DAY PARADE CANDY	52.98
FINISH LINE AUTO WORKS	ENGINE REPAIR - 2013 F-250	894.59
HACH COMPANY	CHEMICALS	569.05
HAWKINS INC.	CHEMICALS	15,737.28
RODAN OFFICE CLEANING	CLANING - LIBRARY	630
HOOPLA	MATERIALS - LIBRARY	949.52
RELIANT GASES, LTD	BULK CO2	3,464.61
IMWCA	DEPOSIT/PAY #1 WORK COMP INS FY23	35,603.00
IOWA ASSN OF MUNICIPAL UT	SGCIS TRAINING JULY-SEPT 2022	6,245.06
IOWA DEPT OF REVENUE	WATER EXCISE/SALES TAX JUNE 2022	25,252.42
IOWA LEAGUE OF CITIES	22/23 DUES	5,053.00
IOWA STORMWATER EDUCATION	STORM WTR TRAIN GUTHRIE/DANIELS	405
JETCO, INC.	REWIRING OF SHALLOW WELLS	1,826.70
WEAVER JOHN A	HBI FALL 21 & SPRING 22	1,000.00
KLINE ELECTRIC INC	STREET LIGHT REPAIR	469.5
LEAF	JUNE COPIER CONTRACT DS	617.36
LIBERTY READY MIX	2200 NE DESTINATION CNCRT RPR	5,177.00
LOGAN CONTRACTORS SUPPLY	UTILITY LOCATING PAINT	768.47
LOGOED APPAREL & PROMOTIO	SAFETY REINTS	151.98
MAIL SERVICES	JUNE MONTHLY REMINDERS	377.01
METRO WASTE AUTHORITY	ANNUAL YARD WASTE STICKER	830
MIDWEST INFLATABLES	PROGRAMMING SUPPLIES - LIBRARY	1,000.00
MIDAMERICAN ENERGY	ELECTRIC	58,282.46
MISSISSIPPI LIME CO.	QUICKLIME	4,850.30
MIDAMERICAN ENERGY02	TEMP ELECTRIC SERVER RELOCATE	54,424.80
MTI DISTRIBUTING INC.	REPAIR VENTRAC MOWER	1,194.62
MUNICIPAL SUPPLY, INC.	METERS FOR DISTRIBUTION SRVCE	9,317.10
NORTHWAY CORPORATION	TROUBLESHOOT/REPAIR WELL	1,500.00
OCLC, INC	MARC RECORDS - LIBRARY	2,105.84
OFFICE DEPOT CITY HALL	OFFICE SUPPLIES	401.62
ONESOURCE BACKGROUND CHEC	PEDDLER PERMITS	233
TRUE VALUE	PLASTIC SHEETING	62.77
GRIMES TIRE & AUTO	TIRE REPAIR	25.23
PETERSON PEST & TERMITE	PEST CONTROL - LIBRARY	35
PITNEY BOWES, INC.	CH POSTAGE 4/30-7/29/22	238.41
PIONEER MFG COMPANY	SPORTS FIELD SUPPLIES	405.56
POLK CO RECORDER	M-KEDS/GRIMES AGREEMENT	308
SMITH'S SEWER SERVICE	913 S JAMES ST - CLOGGED LINE	600
THORPE WATER DEVELOPMENT	JUNE SHUT OFFS	100
TREASURER STATE OF IOWA	UNCLAIMED PROPERTY TREASURE HUNT	635.39
UNITED CONTRACTORS, INC	BACKFILL	129.36
US WATER	JUNE BILL	74,223.91
USA BLUE BOOK	CHEMICALS	930.72

VEENSTRA AND KIMM, INC.	WRA CONNECTOR	37,507.11
VAN WALL EQUIPMENT	PARTS FOR MOWER REPAIR	268.83
WHITFIELD & EDDY	LEGAL SERVICES	20,936.00
WILLIAMS SCOTSMAN, INC	MOBILE OFFICE-FD	376.45
POLK COUNTY	IA WATERSHED MNG FY 22/23	4,500.00
ELM USA	DISC BUFFER - LIBRARY	25
ENVISIONWARE	SOFTWARE RENEWAL - LIBRARY	4,175.50
IOWA DEPT. NAT. RESOURCES	ANNUAL WATER SUPPLY FEE	1,695.33
EFTPS	FED/FICA TAX	52,173.00
KANOPY INC	MATERIALS - LIBRARY	28
CSG FORTE PAYMENTS, INC	CC FEES	4,622.28
POLK CO TREASURER	JUNE CONTRACT 2022	111,412.00
DES MOINES ASPHALT & PAVE	POTHOLE REPAIR	151.92
MENARDS GRIMES	VARIOUS SUPPLIES & LUMBER	643.68
MI-FIBER, LLC	INTERNET	472.8
RAINBOW OF THE HEARTLAND	AUTUMN PARK - PLAYGROUND EQUPT	35
BULK TRANSPORT CO EAST	LIME & FUEL	5,287.93
COPY SYSTEMS INC	FD COPIER CONTRACT & COLOR	41.54
SHANK CONSTRUCTORS INC	WRA CONNECTOR - CONTRACT 4	547,628.35
INVISON	CONSTRUCTION ADMIN - LIBRARY	7,802.99
VOYA	DEFER COMP PRE	3,613.46
TENNAL, MIKLANNET	VOLLEYBALL CAMP	720
PROHASKA, JOSH	WATER DIST GRADE 1 CERT	63.04
AIG	DEFER COMP PRE	382.5
HORACE MANN	DEFER COMP ROTH	275
MASSMUTUAL	DEFER COMP ROTH	955
CHRISTENSEN DEVELOP 1 LLC	BUILDING CONSULTING - LIBRARY	10,000.00
MITEL	PHONES	2,162.03
LIFETIME ATHLETIC	COACH & TENNIS CAMP	825
ANKENY SANITATION	JUNE RECYCLING	2,439.03
BLUE CROSS BLUE SHIELD	ERICKSON REFUND CHECK/OVERPAY	66.64
WAUKEE POWER EQUIPMENT	MOWER PARTS	87.42
NORTHERN TOOL & EQUIPMENT	SPRING ASSIST FOR RAMP	399.98
RENEWABLE ENERGY GROUP	FUEL	2,720.15
EBS	INS- PRE-TAX	3,490.94
A-D DISTRIBUTING CO., INC	FD FLAGS	402
ROTARY CLUB OF WEST POLK	QUARTERLY DUES/MEALS	145
SCHULZ KATHERINE	SOCCER CAMP COACH	630
CITY OF GRIMES FLEX	DEPENDENT CARE	3,323.98
SJ LOUIS CONSTRUCTION	WRA CONNECTOR-CONTRACT 1	1,149,935.40
TUCKER WHITNEY	MARCH - JUNE MILEAGE	26.88
CHAS W GOERING PLUMBING	TOILET @ GCC REPAIR	216.47
ZOOPS FUN ZONE	PROGRAMMING SUPPLIES - LIBRARY	375
WORKSPACE	CHAIR DELIVERY	40
CITY OF GRIMES HSA	SEMI ANNUAL HSA CONTRIBUTION	400
BOOKLIST	MATERIALS - LIBRARY	75
SOYER, MICHELLE	YOGA TEACHER	408
DUNCAN, DANELL	ART CAMP TEACHER	1,755.00
IOWA DIV. OF LABOR BOILER	STATE BOILER INSPECTIONS	120
MORSE EQUIPMENT CO, LLC	FILTERS/AERATION BLOWERS WWP	808.32
DEPOSIT REFUNDS	REFUND DATE 07/07/2022	8,686.78
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	150,038.88
	CLAIMS TOTAL	2,756,390.39
	GENERAL FUND	338,701.59
	LIBRARY FUND FUND	26,665.79
	ROAD USE TAX FUND	24,553.72
	EMPLOYEE BENEFITS FUND	33,301.00
	WRA SANI SEWER PHASE 1 FUND	1,191,437.51
	GRIMES LIBRARY BLDG FUND FUND	17,802.99
	WRA SANI SWR PHS 4 FUND	602,053.15
	WATER FUND	140,624.44
	WATER DEPOSITS FUND	9,046.18
	SEWER FUND	355,999.02
	LANDFILL/GARBAGE FUND	3,260.26
	STORM WATER FUND	12,944.74
		2,756,390.39



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

AGENDA MEMO

Meeting: July 12, 2022

AGENDA HEADING:

Resolution Approving Development Agreement

SYNOPSIS:

At the March 22, 2022 City Council Meeting, the Council approved a resolution which authorized staff to negotiate a development agreement with Rock Creek Investments, and to initiate the necessary Urban Renewal Proceedings. Following that meeting, a number of hearings were held, and ordinances approved to establish the project within the Urban Renewal Plan/Area and to provide for the collection of incremental tax revenues. At the June 28th City Council meeting, the Council set a hearing for the consideration of a development agreement with Rock Creek Investments.

As a reminder, Rock Creek Investments has proposed to construct a 30-acre medial office park at the NW corner of SE 54th/SE 37th Street and 100th Street.

The project will be constructed a number of phases, and still be offered the standard office incentive as shown below.

Years 1-6: 100% Rebate

Year 7: 80% Rebate

Year 8: 60% Rebate

Year 9: 40% Rebate

Year 10: 20% Rebate

In addition to the above incentive, Grimes will also provide a supplemental incentive of \$140,000 to acquire the park property. This will allow for the expansion of the planned disc golf course to take place.

With all rebate incentive agreements, we are required to identify a "not to exceed" amount for the agreement. Since our office policy has no maximum identified, and it is purely based upon the value of the development, staff has to estimate the number. When factoring in the anticipated square footage of the development as provided by Rock Creek Investments, the above average per square foot valuation for medical uses and the aggressive office rebate schedule, staff has identified a not-to-exceed of



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

\$19,900,000. Again, it is always important to note that this is not a guarantee, but is performance based. In doing so, it also provides great incentive for the owner to establish higher values.

FISCAL IMPACT:

Annual TIF Rebates as noted above.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Rock Creek Investments, LLC)

419552-86

Grimes, Iowa

July 12, 2022

A meeting of the City Council of the City of Grimes, Iowa, was held at 5:30 o'clock p.m., on July 12, 2022, pursuant to the rules of the City Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on a Development Agreement between the City and Rock Creek Investments, LLC 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 or comments, the Mayor announced that the hearing was closed.

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 07-0622

Resolution Approving Development Agreement with Rock Creek Investments, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Grimes, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Grimes Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Rock Creek Investments, LLC (the “Company”) has been prepared in connection with the construction of a new multi-building medical campus and the corresponding installation of public infrastructure improvements (the “Project”) in the Urban Renewal Area; and

WHEREAS, the Agreement would provide financial incentives to the Company in connection with the Project in the form of (i) annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$19,900,000 under the authority of Section 403.9(1) of the Code of Iowa; and (ii) an economic development grant (the “Grant”) in an amount not to exceed \$140,000.

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on July 12, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Grimes and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments and the Grant to the Company thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Rock Creek Investments, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

**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 5. The City hereby pledges to the payment of the Agreement the Rock Creek Investments, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Rock Creek Investments, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the Rock Creek Investments, LLC Subfund and the

portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved July 12, 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, Clerk of the City of Grimes, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into between the City of Grimes, Iowa (the "City") and Rock Creek Investments, LLC (the "Company") as of the 5th day of JULY, 2022 (the "Commencement Date").

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

WHEREAS, the Company has proposed to acquire certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has proposed to undertake the construction of a new multi-building medical campus (the "Medical Campus Project") on the Property; and

WHEREAS, in order to support the Medical Campus Project, the Company will undertake the construction of certain public infrastructure improvements (the "Infrastructure Project") on the Property; and

WHEREAS, the Company has expressed a willingness to dedicate approximately 3.83 acres of real property (the "Parkland"), as shown on Exhibit B, to the City for use as municipal parkland; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in (i) paying the costs of constructing the Infrastructure Project; and (ii) constructing and maintaining the Medical Campus Project; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of an economic development grant in the amount of \$140,000 (the "Grant") in connection with the Parkland dedication; and

WHEREAS, in order to support the development of Property and the Medical Campus Project, the City will undertake the construction of certain public infrastructure improvements (the "City Infrastructure Project"); and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. **Property Acquisition; Medical Campus Project Construction.** The Company hereby agrees to acquire the Property by no later than December 31, 2022.

The Company agrees to construct the Medical Campus Project on the Property. Furthermore, the Company expects to invest approximately \$90,000,000 into capital improvements for a multiple phase Medical Campus Project, including construction work, equipment, furnishings and other capital improvements. The Company agrees to submit a detailed site plan (the "Site Plan") for the development of the Medical Campus Project to the City Council for approval. Upon approval by the City Council, the Site Plan shall be attached hereto as Exhibit C. The Company agrees to construct the Medical Campus Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2032 provided the Company does not experience Unavoidable Delays (defined below). Subject to the discretion of the Company, the Company may construct the phases identified on Exhibit C in a different order than set forth in the Site Plan or consolidate two or more phases. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

Unavoidable Delays (the "Unavoidable Delays") means delays resulting from acts or occurrences outside the reasonable control of the Company including but not limited to acts of God, storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or lack of availability of raw materials or energy, delivery of material or equipment, litigation commenced by third parties, epidemic, pandemic, quarantine, riots, civil unrest, imposition of civil authority by any federal, State or local government or the acts or omissions of any federal, State, or local governmental unit. Should Unavoidable Delays occur, the City and the Company agree to communicate regarding the Unavoidable Delays and negotiate extensions to the timelines set forth in this Agreement, in good faith, and an amendment to this Agreement, if necessary.

The Company agrees to use the completed Medical Campus Project in its business operations throughout the Term (as hereinafter defined) of this Agreement (the "Business Operations Requirement").

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Medical Campus Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make reasonably necessary repairs, replacements, renewals, and additions.

2. Infrastructure Project Construction. The Company agrees to cause the construction of the Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit D hereto. Prior to constructing the Infrastructure Project, the Company will submit copies of all engineering documents related to the proposed Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the completed Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Infrastructure Project is not completed to the satisfaction of the City.



Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Company in writing that such completed improvements meet City requirements; and (iii) the City accepts such Infrastructure Project in accordance with State law, the Company will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the City.

3. **Property Taxes.** The Company agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Medical Campus Project thereon throughout the Term of this Agreement and to submit a receipt or cancelled check in evidence of each such payment.

4. **Triggering Certifications-Base Taxable Valuation.** The Company shall have the right to divide the taxable parcels comprising the Property into six (6) phases (the "Phases" and, individually, each "Phase") for purposes of calculating and administering the Medical Campus Payments, as hereinafter defined. The Company agrees to certify (a "Triggering Certification") to the City of its intent for the Medical Campus Payments, as hereinafter defined, to commence for each Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Company intends for the Medical Campus Payments for a particular Phase to begin. The Company hereby acknowledges that the submission of the initial Worksheet, as defined in Section A.5 of this Agreement, for any particular Phase will satisfy the requirements of this Section A.4.

The Company agrees that the base taxable valuation (the "Base Taxable Valuation") of the taxable parcels comprising each Phase for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement shall be the aggregate taxable valuation of all such taxable parcels per Phase, reflected on the property tax rolls of Polk County, as of January 1 of the year prior to the year in which the Triggering Certification for the first Phase is filed with the City.

(It is hereby acknowledged that the City's fiscal year begins on July 1 and ends on the following June 30.)

5. **Property Tax Payment Certification.** For purposes of this Agreement "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First through Sixth Payment Years	100%
Seventh Payment Year	80%
Eighth Payment Year	60%
Ninth Payment Year	40%
Tenth Payment Year	20%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15 of the year in which the Triggering Certification is made for the first



Phase and each subsequent Phase, an amount (each, the "Company's Estimate") equal to the estimated Medical Campus Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the appropriate Annual Percentage of each of then-certified Phases of the Property. However, the Company shall only have the right to include incremental valuation from a particular Phase in the Company's Estimate for a period not in excess of ten (10) years for each Phase.

In submitting the Company's estimate for each Phase, the Company will complete and submit the worksheet attached hereto as Exhibit E. A separate Worksheet must be submitted for each Phase. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Medical Campus Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Polk County, above and beyond the Base Taxable Valuation; and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

Upon request by the Company, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. **Parkland Dedication.** The Company hereby agrees to dedicate by special warranty deed approximately 3.83 acres of real property to the City for use as a municipal park and green space. The Parkland to be dedicated is illustrated on Exhibit B hereto. The Parkland will be deeded to the City for future use and all maintenance and liability associated with these parcels/acres will reside with the City.

7. **Legal and Administrative Costs.** The Company hereby agrees to pay for the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$7,000. The Company agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such costs.

8. **Default Provisions.**

a. **Event of Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

(i) Failure by the Company to construct and maintain the Medical Campus Project pursuant to the terms and conditions of this Agreement.



(ii) Failure by the Company to construct the Infrastructure Project pursuant to the terms and conditions of this Agreement.

(iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.

(iv) Failure by the Company to comply with Sections A.4 through A.7 of this Agreement.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have forty-five (45) calendar days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

(i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

(ii) Withhold the Medical Campus Payments provided for under Section B.2 below.

B. City's Obligations

1. Design and Construction of City Infrastructure Project. The City agrees to cause the construction of the City Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit F hereto.

The City agrees to procure construction contracts for the City Infrastructure Project through the statutory process for public bid letting set forth in Chapter 26 of the Code of Iowa and otherwise in accordance with applicable law.

2. Medical Campus Payments. In recognition of the Company's obligations set out above to complete the Medical Campus Project, the City agrees to make a series of semiannual economic development tax increment payments (the "Medical Campus Payments," and, individually, each a "Medical Campus Payment") to the Company as hereinafter set forth during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Medical Campus Payments (the "Medical Campus Maximum Payment Total") shall not exceed \$19,900,000. The Medical Campus Payments shall be funded from the incremental valuation of each Phase for a period not in excess of ten (10) years after the certification of such Phase. All Medical Campus Payments under this Agreement shall be subject to annual appropriation by the City Council.

The Medical Campus Payments with respect to each Phase will be made on December 1 and June 1 of each fiscal year of the City, following an affirmative appropriation decision as provided for under Section B.3 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Company files the Triggering Certification for such Phase with the City, and continuing for a total of ten (10) fiscal years for each Phase (twenty (20) semi-annual payments for each Phase), provided, however, that no Medical Campus Payments shall be



made after the date the earlier of which is (i) June 1, 2047; (ii) June 1 of the fiscal year which is nineteen (19) years after the fiscal year in which the first Medical Campus Payments are made; or (iii) such earlier date upon which total Medical Campus Payments equal to the Medical Campus Maximum Payment Total have been made.

Subject to the right of annual appropriation set forth in Section B.3 below, each Medical Campus Payment for each Phase shall be in an amount equal to the Annual Percentage of the actual Medical Campus Incremental Property Tax Revenues for each Phase (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) attributable to the Property, resulting from that Phase of the Medical Campus Project and received from the Polk County Treasurer in the six (6) months preceding the respective Medical Campus Payment due date.

For example, assuming that the Triggering Certification for the first Phase will occur on or before October 15, 2025 and that the City Council makes the necessary affirmative appropriation decisions as provided for in Section B.3 below, then the Medical Campus Payments for the first Phase will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2026, and continuing through and including June 1, 2036 or until such earlier date upon which the total sum of Medical Campus Payments equal to the Maximum Payment Total have been made.

3. Medical Campus Payments Security And Annual Appropriation. The Medical Campus Payments shall not constitute general obligations of the City, but such Medical Campus Payments shall be made solely and only from the Medical Campus Incremental Property Tax Revenues received by the City from the Polk County Treasurer which are attributable to the Property.

The Medical Campus Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in the calendar year in which the Triggering Certification is filed for the first Phase, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Medical Campus Payments due in the following fiscal year, an amount (the "Medical Campus Payments Appropriated Amount") of Medical Campus Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Medical Campus Payments Appropriated Amount, then the City will be under no obligation to fund the Medical Campus Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Medical Campus Payments, to seek damages relative thereto or to compel the funding of such Medical Campus Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Medical Campus Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, and the Company may include with such Estimate a resubmission of the Company's Estimate for any Medical Campus Payments which were declined for appropriation. In such instance, the City Council may choose to appropriate



funds relative to the resubmission and thereby provide for supplemental Medical Campus Payments in the next succeeding fiscal year, provided however that no Medical Campus Payment shall be made after the expiration of the Term.

4. **Economic Development Grant.** The City hereby agrees to advance the proceeds of the Grant in the amount of \$140,000 in immediately available funds to the Company upon dedication of the Parkland to the City.

5. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate some or all of the then-considered Medical Campus Payments Appropriated Amount as set forth in Sections B.3 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Medical Campus Payments Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Medical Campus Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Medical Campus Project or the Infrastructure Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on date the earlier of which is (i) June 1, 2047; (ii) June 1 of the fiscal year which is nineteen (19) years after the fiscal year in which the first Medical Campus Payments are made; or (iii) such earlier date upon which total Medical Campus Payments equal to the Medical Campus Maximum Payment Total have been made.

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

5. **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a. In the case of the Company, is addressed to or delivered personally to: Administrative Manager, Rock Creek Investment, LLC, 450 Laurel Street, Des Moines, IA 50314.
- b. In the case of City, is addressed to or delivered personally to: City Administrator, City Hall, City of Grimes, 101 NE Harvey Street, Grimes, IA 50111
- c. The City or the Company may upon written notice to the other, change the address to which such notices and demands are made.



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

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest: _____
Rochelle Williams, City Clerk

ROCK CREEK INVESTMENTS, LLC

By:  _____
Kevin Ward, Administrative Manager

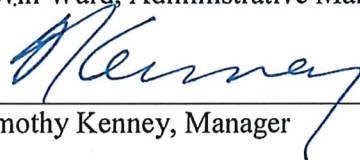
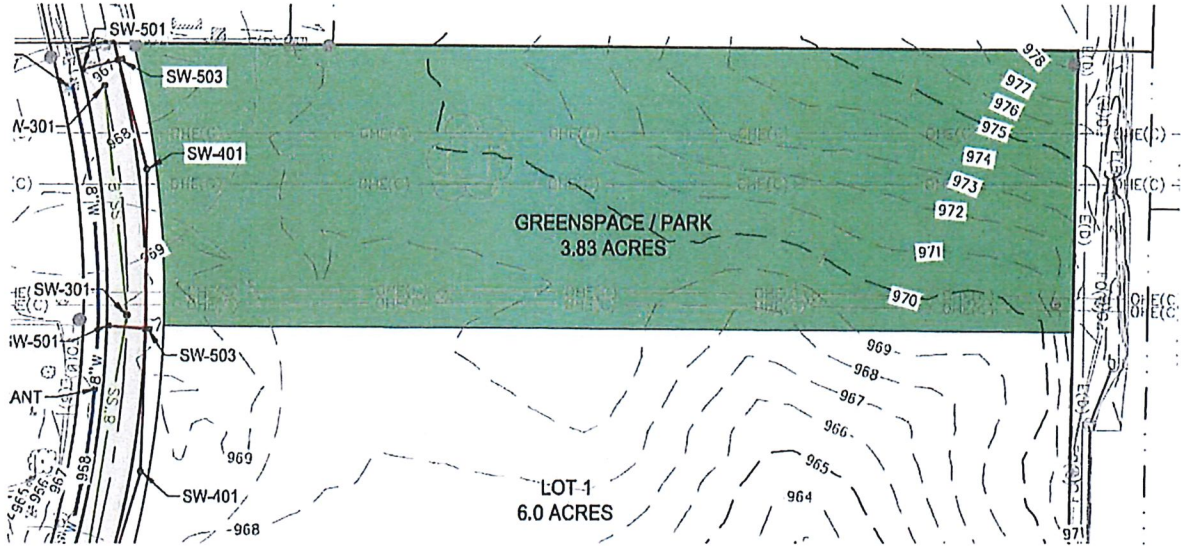
By:  _____
Timothy Kenney, Manager

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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.

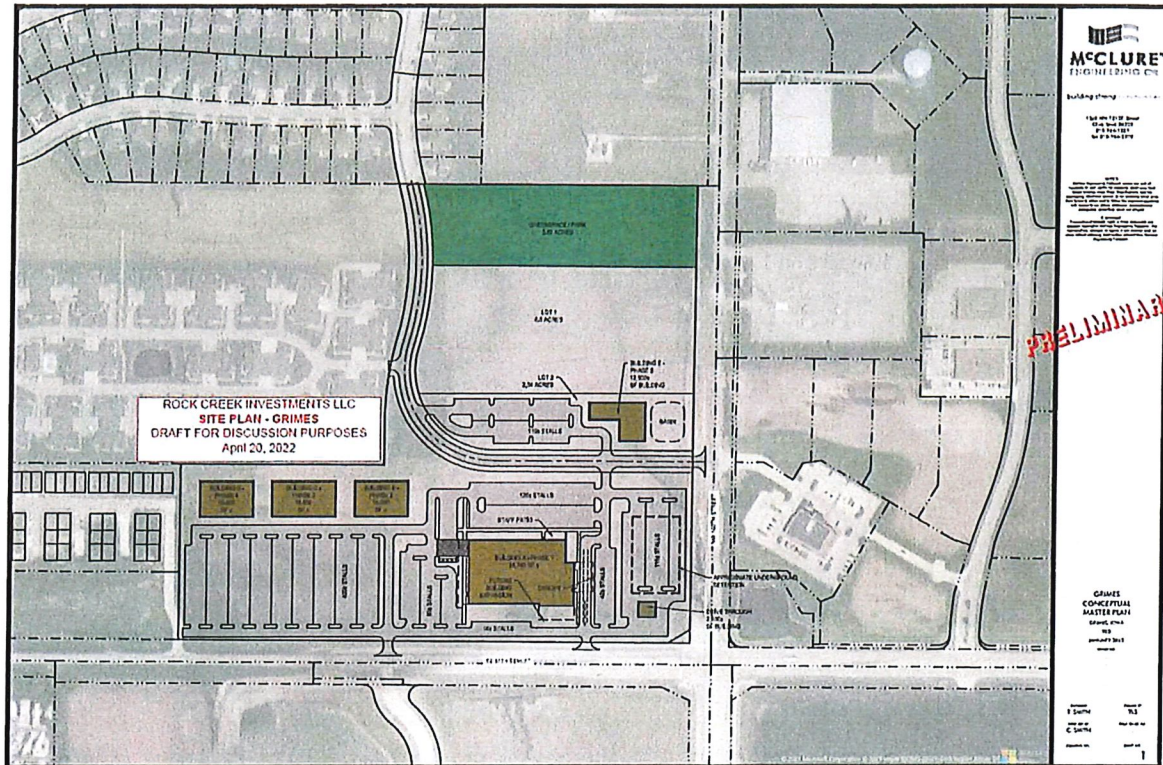
A handwritten signature, possibly 'AP', is enclosed within a circular blue ink stamp.

EXHIBIT B
ILLUSTRATION OF PARKLAND PROPERTY



(Handwritten signature in a circle)

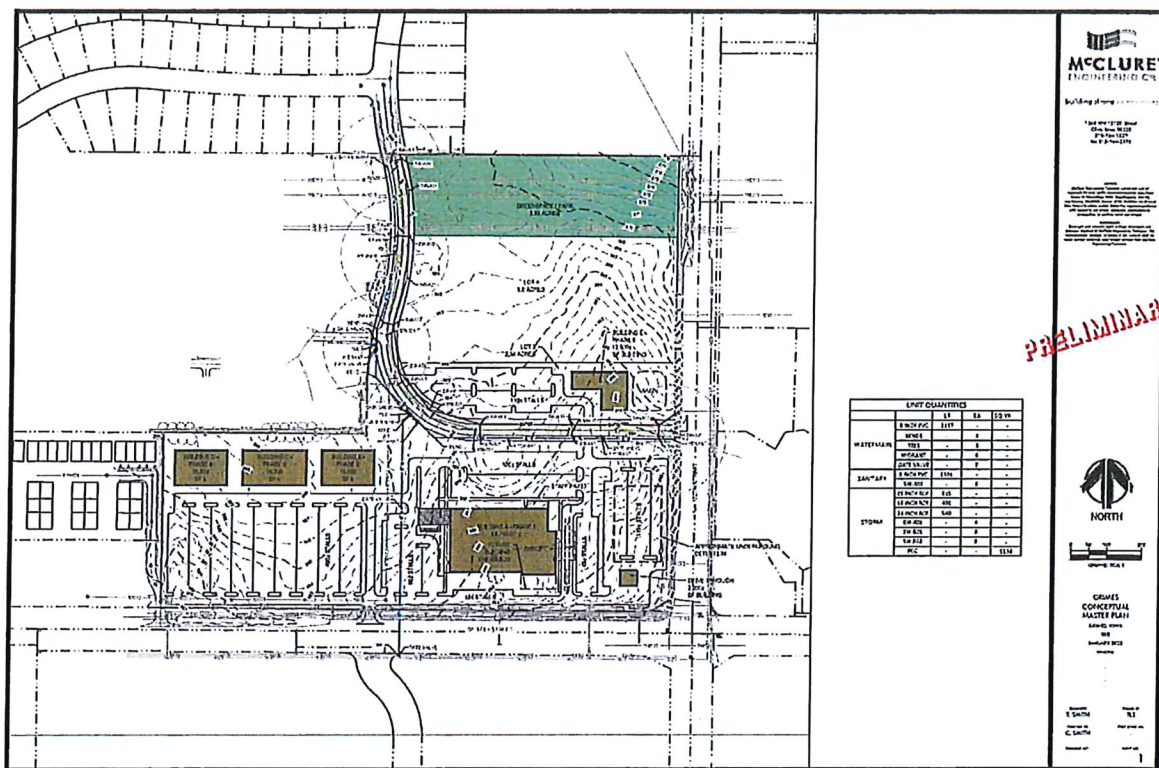
EXHIBIT C
SITE PLAN



Am

EXHIBIT D TIMELINE AND SPECIFICATIONS OF INFRASTRUCTURE PROJECT

1. Timeline will be done in accordance with the master public improvements development plan, and fully approved by the City of Grimes, prior to proceeding.
2. All construction shall be completed in accordance with the 2022 Iowa Statewide Urban Design Standard and Specifications for Public Improvements as accepted by the City of Grimes and the Grimes Supplemental Specifications except where altered or amended by the City of Grimes.



46

EXHIBIT E
COMPANY'S ESTIMATE WORKSHEET
COMPLETE ONE FOR EACH OPERATIVE PHASE
PHASE ____

- Contains the following described taxable parcels:

(1) Date of Preparation: October ____, 20__.

(2) Assessed Taxable Valuation of Property as of January 1, 20__:

\$_____.

(3) Base Taxable Valuation of Property:

\$_____.

(4) Incremental Taxable Valuation of Property (2 minus 3):

\$_____ (the "TIF Value").

(5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$_____ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")

(7) TIF Estimate (\$_____ x Annual Percentage* (____%) = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First through Sixth Payment Years	100%
Seventh Payment Year	80%
Eighth Payment Year	60%
Ninth Payment Year	40%
Tenth Payment Year	20%



EXHIBIT F
TIMELINE AND SPECIFICATIONS OF CITY INFRASTRUCTURE PROJECT

The conversion of approximately 1,200 feet of above ground electrical lines to underground along SE 37th Street situated adjacent to the Property by _____, 20__.

(LW)



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

AGENDA MEMO

For Meeting of July 12, 2022

AGENDA HEADING:

Resolution Approving Final Plat for Willow Hills Plat 2

SYNOPSIS:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the second phase of the Willow Hills subdivision. The approximately 21.27-acre property will be divided into 54 single-family lots and four public street lots. The single family lots range from 11,000 to 26,000 square feet in size. All street lots will be dedicated to the City. Right-of-way along NW 27th Street was previously dedicated to the City with Willow Hills Plat 1. The final plat is consistent with the preliminary plat.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Willow Hills Plat 1 Final Plat – 2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 05/04/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the final plat for Willow Hills Plat 2 subject to any remaining staff comments and legal review.

CITY OF
GRIMES

Generally located north of NW 27th Street and east of NW County Line Road

Location

[illegible]

An aerial photograph of a residential neighborhood. A large, rectangular lot is highlighted with a thick red border. This lot is yellow and is situated in the upper-middle part of the image. To its left is a grey area, and to its right is a light grey area. Below the highlighted lot is a row of orange-colored residential lots, some of which are separated by white winding paths. Further down is a green area, possibly a park or undeveloped land. The overall image is a map-like representation of a real-world location.

Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant/Single-Family	Low Density Residential	R-1
North	Vacant		R-1/R-2
South	Single-Family	Low Density Residential	A-1
East	Vacant	Low Density Residential	Polk County Agricultural District
West	Vacant	Low Density Residential	Polk County Agricultural District

BACKGROUND:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the second phase of the Willow Hills subdivision. The approximately 21.27-acre property will be divided into 54 single-family lots and four public street lots. The single family lots range from 11,000 to 26,000 square feet in size. All street lots will be dedicated to the City. Right-of-way along NW 27th Street was previously dedicated to the City with Willow Hills Plat 1. The final plat is consistent with the preliminary plat.

ANALYSIS:

With the completion of the Plat 2 public improvements, the Willow Hills subdivision will have two access points from NW 27th Street. Future streets will be stubbed to the north and east to provide connection to neighboring properties. The trail around the wet detention basin will be completed with the Plat 2 improvements to provide an amenity for the neighborhood and a future trail connection to the north. A 20' landscape buffer is proposed along NW 27th Street. In lieu of a berm, the applicant is proposing thicker plantings within the buffer to achieve the same affect.

Sanitary sewer has been constructed to connect the Willow Hills development to the Northwest Territory lift station located north and east of the development.

STAFF RECOMMENDATION:

Staff would recommend approval of the final plat for Willow Hills Plat 2 subject to any remaining staff comments and legal review.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 24, 2022~~

~~April 27, 2022~~

~~May 9, 2022~~

~~June 27, 2022~~

July 6, 2022

Snyder & Associates

Attn: Jason Ledden

2727 SW Snyder Blvd

Ankeny, IA 50023

RE: Willow Hills Plat 2 Final Plat

Dear Mr. Ledden:

The Development Services Department is in receipt of a proposed Final Plat for Willow Hills Plat 2. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide final plat application and \$2000 review fee.~~
2. Provide MPE sheet. Please provide. **Please provide as-builts. MPEs will need to match the as-builts.**
- ~~3. Label addresses for each lot. Addresses provided. Please label both addresses for lot 30 and 45.~~
- ~~4. Label rear building setback lines.~~
- ~~5. Revise street name of the north/south street. Should be NW Beechwood Drive.~~
- ~~6. Label the sanitary sewer easement at the end of NW Beechwood Dr. Change label to "to be recorded by others"~~
- ~~7. Label dimensions of the utility extension easement. Change label to "to be recorded by others"~~
- ~~8. Label the easement between lot 21/22 storm sewer and overland flowage.~~

- ~~9. Label the easement between lot 9/10 storm sewer and overland flowage.~~
- ~~10. Label the easement between lot 35/36 storm sewer and overland flowage.~~
- ~~11. Label the 15' storm sewer easement along lot 39-45 storm sewer and overland flowage.~~
- ~~12. The storm sewer easement along lot 45/46 does not match the construction drawings. Please revise.~~
- ~~13. At Lot 6, rename easement to storm sewer easement.~~
- ~~14. Label book and page of the existing storm water facility easement.~~
- ~~15. Revise NW 29th Street to Court.~~
- ~~16. Please label 5' water main easement on Lot 9 & 10.~~
- ~~17. Please verify/confirm that the storm sewer easement on Lot 9 will accommodate the storm sewer revision.~~
- ~~18. Are we ok with the PUE crossing the storm sewer easement at Lot 29?~~
- ~~19. Provide storm sewer legal description on Lot 6.~~
- ~~20. Revise landscape buffer legal description. The highlighted number should be 20 feet. Please confirm. Please remove Lot 6 from the legal description. There is no buffer proposed on Lot 6.~~
- ~~21. Revise PUE legal description. The highlighted items don't appear to be match the plat. Staff believes the description for Lot 1-9 can be deleted. The legal description provided appears to be the previous version. Please send revised version.~~
- ~~22. Provide legal descriptions and easement documents for the offsite easements Provide signed surveyor exhibits for the offsite easements.~~
 - ~~a. Temporary Turn Around Easement~~
 - ~~b. Utility Extension Easement~~
 - ~~c. Offsite Storm Sewer Easement~~
23. Provide as-built drawings for review. We will need to verify that easements are in the proper locations prior to approving the plat.

- ~~24. The legal description for the storm sewer at Lot 9 and 10 appears to be incorrect. The references to L1 and L2 should be revised/added.~~
25. Provide signed Lienholder Consent for the easements.
- ~~26. Label book and page for existing offsite sanitary easement.~~
27. The Mid Am electric agreement shows 5' easements along some the side property lines. Please add those to the plat and easement legal description.

Legal Comments: *Legal documents need to be submitted and reviewed prior to sending the plat to Council

1. Title opinion Please provide original signed title opinion. The one we received appears to be a copy.
- ~~2. Consent(s) to Plat~~
 - ~~a. Owner consent~~
 - ~~b. Mortgagee consent (if applicable)~~
3. Treasurer's Certificate
4. County Subdivision Name Approval
- ~~5. Legal description in Word format~~
6. Easement documents and legal descriptions
 - ~~a. Temporary Turn Around Easement~~
 - ~~b. Utility Extension Easement~~
 - ~~c. Storm Sewer Easement~~
 - ~~d. Offsite Storm Sewer Easement~~
 - ~~e. Storm Sewer and Overland Flowage Easement~~
 - ~~f. Water Main Easement~~
 - ~~g. Sidewalk Easement~~
 - ~~h. Public Utility Easement~~
 - ~~i. Landscape Buffer Easement~~
7. Declaration and Covenants, Restrictions and Easements Provide amendment to covenants to include Plat 2.
- ~~8. Executed Mid American Energy electric and Black Hills gas distribution agreement~~

9. Agreement to Complete with performance bond Who is providing the bond? Is each contractor providing a portion of the bond? Please provide additional bonds. Staff will provide the Agreement to Complete for signature upon receipt of this information. **Please provide bond for paving.**
10. 4-year maintenance bond **Provide maintenance bond for paving and utilities.**
11. Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.
12. Warranty Deed for streets lots. **Since the deed will be recorded after July 1, 2022, the deed must be revised to show compliance Iowa Code 558.69(8A)(a), as amended by HF2343, in lieu of filing of the Groundwater Hazard Statement.**

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

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	March 31, 2022 (1 PDF of Final Plat and Legals)
PLANNING & ZONING:	April 5, 2022 at 5:30
COUNCIL MEETING:	TBD 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

\\pdrch01\2021\1210745\PLAT\DWG\AUSTIN\DWG\PORT TITLE SHEET - 20220628.dwg 4:01 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

AREA ABOVE RESERVED FOR RECORDER'S STAMP

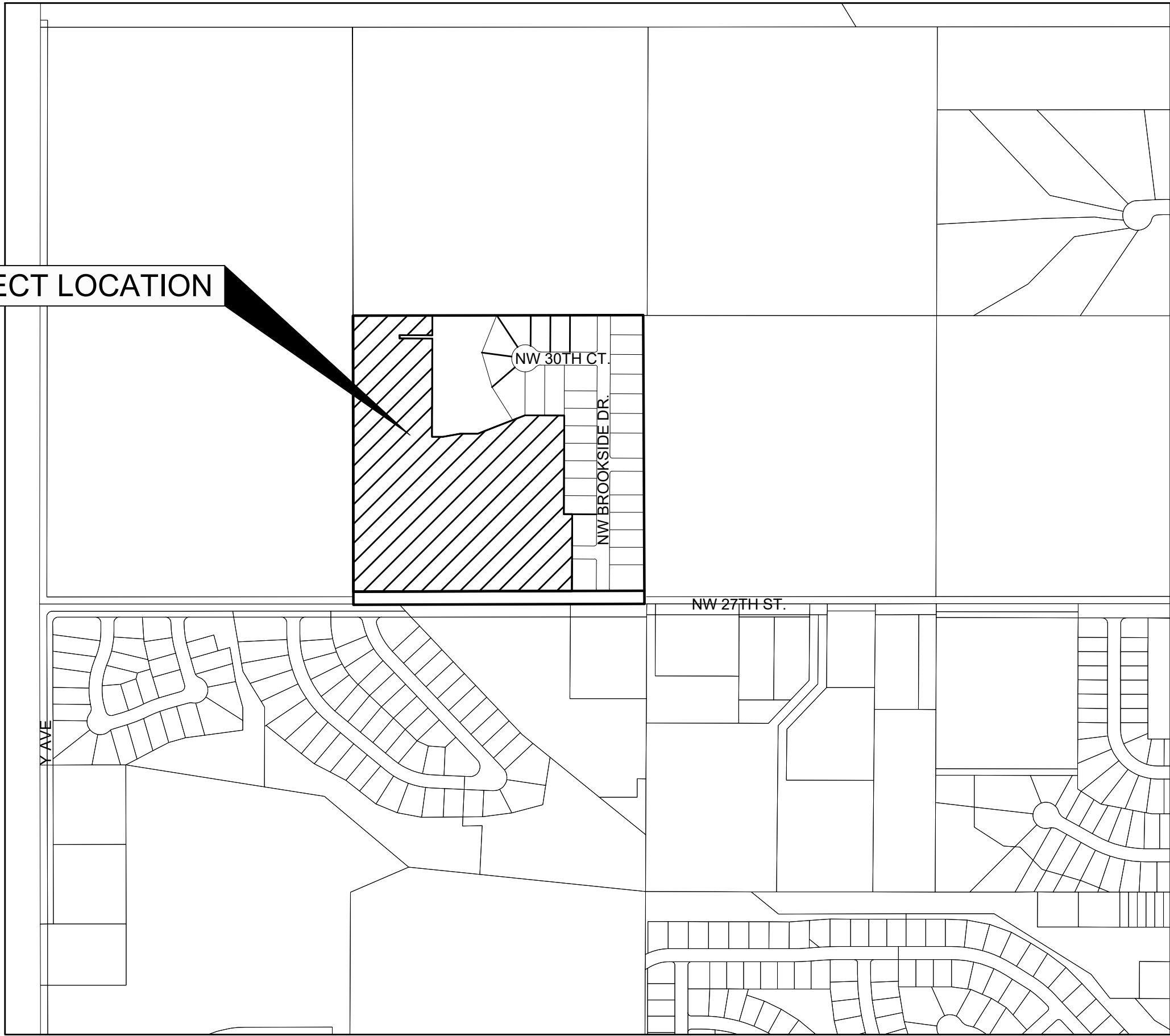
INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM

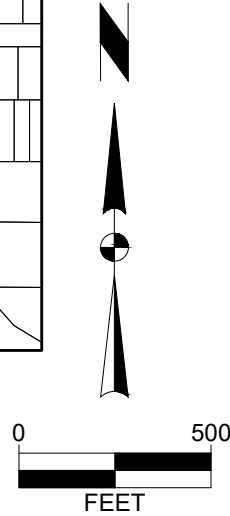
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
OUTLOT "Y"
WILLOW HILLS PLAT 1
SEC. 30-80-25

REQUESTED BY:
WILLOW HILLS, LLC
RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

PROJECT LOCATION



VICINITY MAP
GRIMES, IOWA



LINE TABLE		
LINE #	LENGTH (FT)	DIRECTION
L1	24.50	N02° 08' 17"W
L2	23.93	N41° 49' 56"W
L3	15.36	N78° 36' 59"E
L4	48.89	S02° 08' 17"E
L5	12.63	S81° 37' 30"W
L6	9.04	N67° 13' 44"W
L7	11.60	S67° 13' 44"E

CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	90°00'00"	80.00'	125.66'	80.00'	S44°47'09"E 113.14'
C2	11°35'52"	110.00'	22.27'	11.17'	N5°35'05"W 22.23'
C3	30°26'55"	110.00'	58.46'	29.94'	N26°36'29"W 57.77'
C4	30°26'55"	110.00'	58.46'	29.94'	N57°03'24"W 57.77'
C5	17°30'18"	110.00'	33.61'	16.94'	N81°02'00"W 33.48'
C6	90°00'00"	9.50'	14.92'	9.50'	N44°47'09"W 13.44'
C7	89°38'02"	10.00'	15.64'	9.94'	N45°01'52"E 14.10'
C8	90°21'54"	10.00'	15.77'	10.06'	S44°58'06"E 14.19'
C9	90°00'00"	9.50'	14.92'	9.50'	S45°12'51"W 13.44'
C10	90°00'00"	50.00'	78.54'	50.00'	S44°47'09"E 70.71'
C11	90°00'00"	9.50'	14.92'	9.50'	S45°12'51"W 13.44'
C12	46°57'25"	62.00'	50.81'	26.93'	N66°44'09"E 49.40'
C13	47°49'46"	62.00'	51.76'	27.49'	N19°20'33"E 50.27'
C14	48°42'39"	62.00'	52.71'	28.07'	N28°55'39"W 51.14'
C15	49°20'13"	62.00'	53.39'	28.48'	N77°57'05"W 51.75'
C16	58°07'14"	62.00'	62.89'	34.45'	S48°19'11"W 60.23'
C17	70°57'17"	33.00'	40.87'	23.52'	S54°44'13"W 38.31'
C18	90°00'00"	9.50'	14.92'	9.50'	S44°47'09"E 13.44'
C19	10°25'55"	110.00'	20.03'	10.04'	S41°49'56"E 20.00'
C20	18°33'50"	62.00'	20.09'	10.13'	S77°22'33"W 20.00'

LEGEND

Survey

Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

Found

●
■
⊙ CP
P
M
R
D
C

Set

△
○
□

PLAT DESCRIPTION

OUTLOT "Y", WILLOW HILLS PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

OWNER/APPLICANT

WILLOW HILLS LLC
3405 SE CROSSROADS DR STE C
GRIMES, IOWA 50111

ZONING

R-1: RESIDENTIAL AND WILLOW HILLS DEVELOPMENT AGREEMENT

AREA SUMMARY

GROSS AREA = 21.27 ACRES (926, 695 S.F.)

BULK REGULATIONS:

MINIMUM LOT AREA = 11,000SF
MINIMUM LOT WIDTH = 75'
FRONT YARD SETBACK = 35'
REAR YARD SETBACK = 35'
SIDE YARD SETBACK = 7'114' 1.5 STORIES
10'/20' 2-3 STORIES

DATE OF SURVEY

MARCH 03, 2022

NOTES

- REFER TO APPROVED CONSTRUCTION DOCUMENTS FOR MINIMUM PROTECTION ELEVATIONS.
- STREET LOTS ARE TO BE DEDICATED TO THE CITY OF GRIMES.

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

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheets 1 to 3 of 3

WILLOW HILLS PLAT 2
FINAL PLAT

GRIMES, IOWA

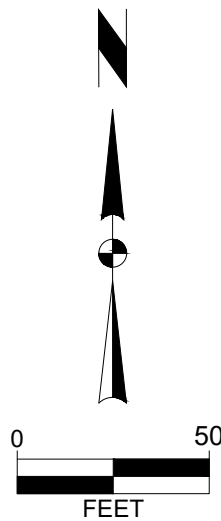
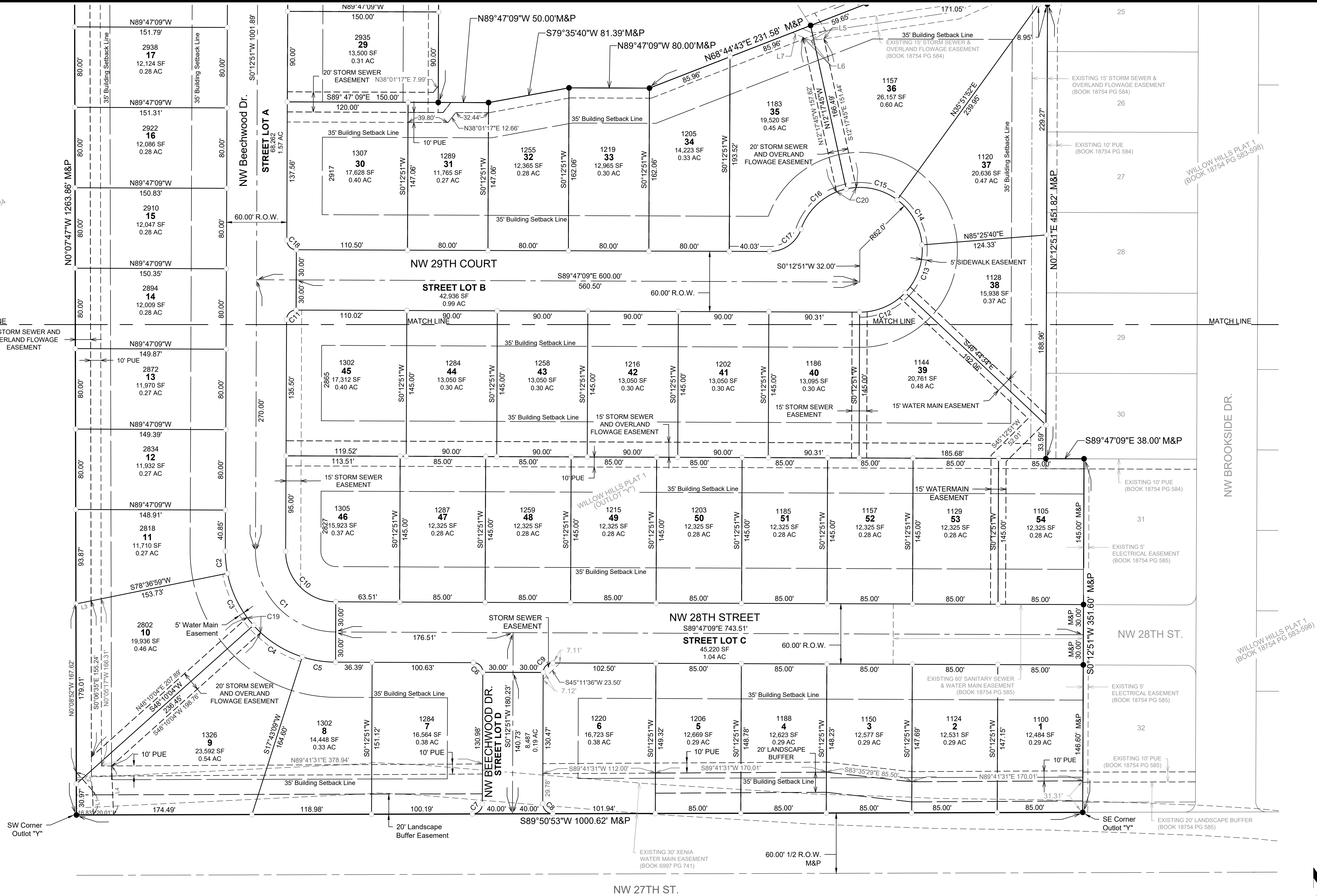
SNYDER & ASSOCIATES, INC. |

SNYDER & ASSOCIATES

Project No: 121.0745.01
Sheet 1 OF 3

\\pdrch01\2021\121.0745\PLAT 2\20200628_400.PLT ANS FULL BLEED D (34.00 X 22.00 INCHES)

W FRL 112-NW FRL 114
SEC. 30-80-25



WILLOW HILLS PLAT 2

FINAL PLAT

GRIMES, IOWA

SNYDER & ASSOCIATES, INC. I



MARK	REVISION	DATE	BY
Engineer: JAL	Checked By: EDG	Scale: 1" = 50'	
Technician: AJD	Date: 03-02-2022	T-R-S: 30-80-25	
Project No: 121.0745.01			
Sheet 2 OF 3			

RESOLUTION NO. 07-0822

RESOLUTION APPROVING FINAL PLAT OF WILLOW HILLS PLAT 2 AND CERTAIN
RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Willow Hills Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by Willow Hills, LLC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has not yet completed the installation of certain Public Improvements to be dedicated to the City, including street, water mains, storm sewers and sanitary sewers in the Plat, and the Developer has entered into an Agreement to Complete Public Improvements; and

WHEREAS, the Developer has submitted to the City of Grimes a Warranty Deed for right-of-way located within the Plat; and

WHEREAS, the Developer has filed with the City of Grimes an Amendment to the existing Declaration of Covenants, Conditions, and Restrictions for the Plat to be recorded with the final plat thereof; and

WHEREAS, the plat of Willow Hills Plat 2 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

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

That the plat of Willow Hills Plat 2 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the following additional easements to be filed with the Plat:

1. Public Temporary Turn Around Easement
2. Public Utility Extension Easement
3. Public Storm Sewer Easement
4. Public Storm Sewer and Overland Flowage Easement
5. Public Water Main Easement
6. Public Sidewalk Easement
7. Public Utilities Easement
8. Public Landscape Buffer Easement
9. Public Storm Sewer Easement
10. Electric Easement
11. Amendment to Willow Hills Plat 1 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the right-of-way Warranty Deed.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Amendment to the Declaration of Residential Covenants, Conditions, and Restrictions for the Plat and the City Clerk is directed to file such Covenants with the Plat.

BE IT FURTHER RESOLVED, that the required sidewalks and trail within the Plat are not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk trail.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all easement and other agreements, and file the final plat of Willow Hills Plat 2, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this 12th day of July, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of July, 12 2022

AGENDA HEADING:

Taco Bell – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a 2,048 square foot Taco Bell restaurant with drive-thru and outdoor patio located at 2227 E. 1st Street. The property is located within the C-2 zoning district and is within Zone 2 of the Highway 141 Mixed Use Development Corridor District and the Transportation Corridor Mixed Use Development District Overlay.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Destination Market Plat 5 Final Plat - 2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 07/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for Taco Bell subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: July 5, 2022
RE: Taco Bell – Site Plan

GENERAL INFORMATION:

Applicant:

Black River Bells, LLC

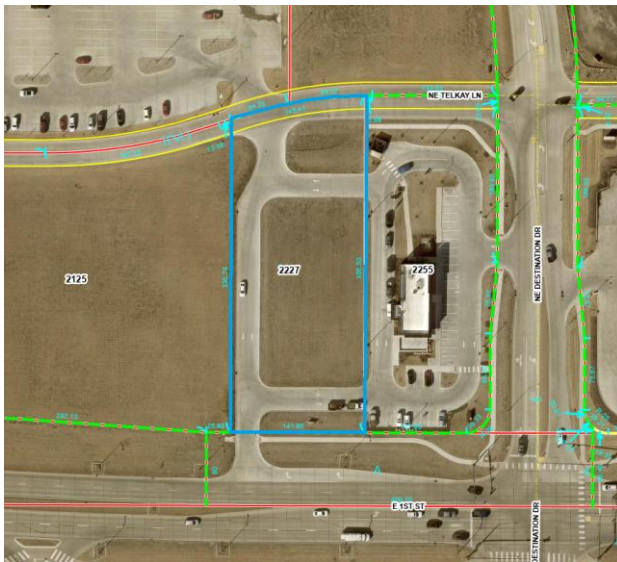
Requested Action

Site Plan

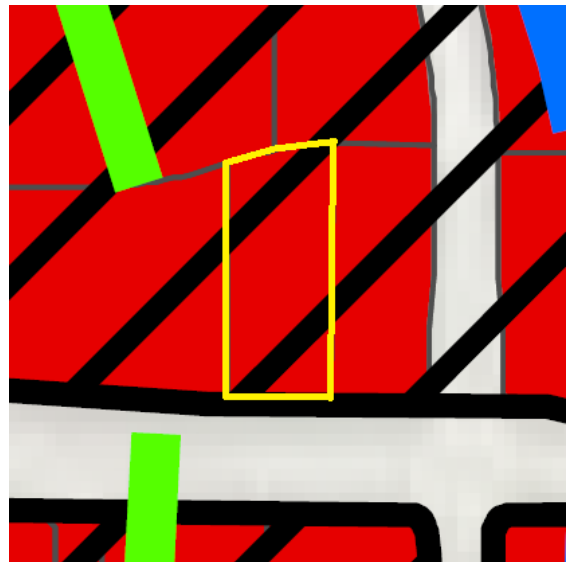
Location

2227 E 1st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Commercial	C-2
North	Commercial/Vacant	General Commercial	C-2
South	Commercial	General Commercial	C-2
East	Commercial	General Commercial	C-2
West	Commercial	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of the site plan for a 2,048 square foot Taco Bell restaurant with drive-thru and outdoor patio located at 2227 E. 1st Street.

The property is located within the C-2 zoning district and is within Zone 2 of the Highway 141 Mixed Use Development Corridor District and the Transportation Corridor Mixed Use Development District Overlay.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of brick with metal panel accents. The dumpster enclosure will be constructed of poured concrete with embossed brick pattern to match the character of the building. The dumpster enclosure gates will be metal-framed with plastic lumber pickets. The elevations appear to meet all of the minimum architectural standards. Because the building is not completely constructed of masonry and is proposing some metal features, a 4/5 vote of approval from Council will be required.

Site Layout:

The site can be accessed from two existing driveways. Access off of E 1st Street is be right in/right out only. The driveway off of NE Telkay Lane is a full access. Pedestrian connectivity is provided along E 1st Street and NE Telkay Lane, with a pedestrian connection from E 1st Street to the building.

The restaurant will provide outdoor patio seating on the south side of the building and a dual lane drive-thru.

Parking:

The site provides more than the required number of parking spaces for the site with 24 total parking spaces provided. Appropriate drive-thru stacking has been provided with more than five stacking spaces behind the pick-up window.

Landscaping/Streetscape:

The site meets the minimum required number of plantings for the two overlay districts. Landscaping is provided along E 1st Street and NE Telkay Lane, within landscape islands throughout the site, and around the building foundation.

Utilities:

The sanitary sewer will connect to the existing 6" sanitary sewer service on the north side of the site and will run south to the building. A grease interceptor will be installed onsite to separate to keep food waste out of the sanitary sewer.

Water is provided from an existing 6" water service on the north side of the site.

Detention is handled within the regional detention basin located on the west side of the Menard's site along Highway 141. Storm sewer onsite will connect to the existing storm sewer along NE Telkay Lane and connect to the regional detention basin.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Taco Bell subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~June 2, 2022~~

~~June 9, 2022~~

June 24, 2022

Sundance, INC

Attn: Tim Krause

7915 Kensington Court

Brighton, MI 48116

RE: Taco Bell Site Plan

Dear Mr. Krause:

The Development Services Department is in receipt of a proposed Site Plan for the Taco Bell. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Please update Grimes Standard Notes. A copy is attached.~~
- ~~2. Please add utility contacts.~~
- ~~3. Please include C-2 zoning, and Highway 141 Mixed Use Development Corridor District, Zone 2.~~
- ~~4. Please include site address and legal description. Provide legal description. Should be Lot 2 Destination Market Plat 5.~~
- ~~5. Please sod the site, per the Highway 141 ordinance.~~
6. Please provide \$1250 for SWMP and SWPPP review.

Sheet C1.0

- ~~1. Revise Note C under 31000 Erosion Control. Inspections after rain events are no longer required per GP2 that came out in 2018.~~
2. Erosion Control notes A – calls out for the site being exempt from the NPDES requires. Due to this site previously being developed under a NPDES general permit number 2, this site would be required to obtain their own NPDES General Permit Number 2. Provide copy of NPDES permit and SWPPP.

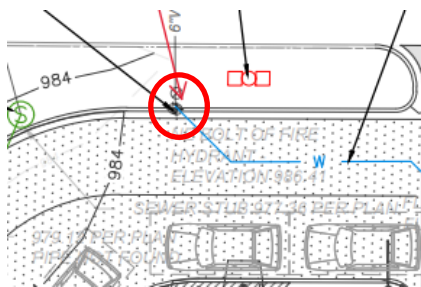
- ~~3. Building does not appear to have a fire sprinkler system, as the only water service shown to the building is a 2" domestic line. Per Section 903.2.1.2 of the City of Grimes Fire Code, a fire sprinkler is required for this building. The FDC shall be placed within 100 feet of a fire hydrant.~~
- ~~4. Please add utility contacts.~~

Sheet C1.1

- ~~1. Please curb and raise the landscaped bed where adjacent to the dumpster enclosure.~~
- ~~2. Please modify the drive through exit to 16 feet.~~
3. Please provide a geo-technical report with analysis and recommendations for HMA pavement thickness. Update plans with a section view of the pavement thickness. Please update the pavement detail to the correct SUDAS Standard. Table 8B-1.04 indicates three different pavement options, based upon the CBR (California Bearing Ratio). Depending on which option you choose, the contractor will need to provide test results for the CBR prior to paving. Generally speaking in Iowa, obtaining a CBR of 6 or above with standard compaction practices is not achievable. Typically, contractors must amend the soils with cement, fly ash or a geogrid to obtain a CBR of 6 or more. Even with a CBR of 9 and above, a 12" minimum subgrade preparation is required.
- ~~4. Please update the drive through passthrough lane to 12'.~~
- ~~5. Please provide detailing for Keynote 39 for the concrete.~~
- ~~6. Please provide detailing for Keynote 10 for the concrete flume.~~
- ~~7. Provide 5' sidewalk along the north side of the lot with ramps and truncated domes at the driveway. Line up the west side of the sidewalk to the sidewalk for the Freddy's site plan. Site plan is provided for reference.~~
8. Staff would like to see a sidewalk connection into the site if possible. Could a connection be provided from the sidewalk along E 1st St to the sidewalk running along the east side of the building? Please provide and island instead of the pavement striping in the parking space.

Sheet C1.3

1. ~~Fix “Hydrant and Valve Assembly” label.~~
2. ~~Please provide a Fire Department Connection (FDC) and locate a hydrant within 100 feet of said FDC.~~
3. ~~Please ensure southern hydrant is at least 5 feet away from the adjoining light pole structure.~~
4. ~~Show Hydrant route coverage. (150 foot routes)~~
5. ~~Please call out critical crossing of a watermain and storm sewer.~~
6. Please call out critical crossing of sanitary sewer and storm sewer. **If there is less than 18” separation between storm and sanitary sewer pipe, supports are required per SUDAS Section 3010. Label and provide detail.**
7. ~~Please provide a separate fire and domestic service line.~~
8. ~~Provide shut off valve 5’ outside of building connection for domestic 2 inch service.~~
9. ~~Please identify type and size of manhole for the sanitary manhole.~~
10. The 1250 Gallon grease interceptor will need to be sized to meet the WRA standards. Please contact Jason Merk at the WRA. **It does not look like the grease interceptor has been sized per WRA standards. Please provide WRA sizing decision.**
11. ~~Please place a hydrant near the north 6’ water main.~~



12. **Provide sidewalk ramp slope and cross slope details for the sidewalk on the north side of the site.**

Sheet C1.4

1. **Please ensure the tree next to the north hydrant is at least 5’ away from the hydrant.**

2. Please provide plantings along the building within the landscape stone area.

Sheet C2.0

1. Please provide spot elevations for the ADA Sidewalk Ramp Detail. On Sheet 1.2, please provide a detail labeling the slope and cross slopes for the ramp.

Sheet C2.1:

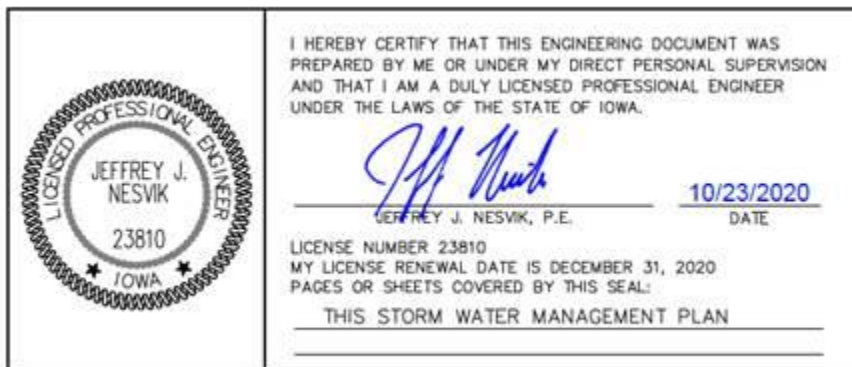
1. In the dumpster gate detail, please provide clarification that the gate framing will be metal.
2. Will the dumpster enclosure be tall enough to completely screen the dumpsters? The 6' height label appears to include the 8" concrete base. Please confirm that complete screening will be provided or revise height accordingly.

Sheet C2.2

1. ~~Please provide details patio railing dimensions and materials.~~
2. Pylon signs are not permitted. Where is this GO Mobile sign intending to be placed? On the proposed monument, is the black portion a message board? Electronic and manual change message boards are not permitted. Monument signs require a masonry base and surround to hide the sign cabinet from the ROW. All signage will need to be reviewed and approved with a separate sign permit.

Stormwater Management Plan (SWMP)

1. Cover Sheet: Use correct signature block as per State of Iowa. Below is an example.



2. Page 1: Rainfall depth is 7.12 inches.

3. Page 1: Assumed impervious cover on original report is 85%, not 84%.
4. Provide Intake Spread spreadsheets.

Construction Drawings (CDs)

1. Sheet C1.3: Provide critical crossing labels on ST Pipe 2 and water; and ST Pipe 4 and sanitary.

Elevations

- ~~1. Staff would suggest adding corner elements to the rear elevation to help break up wall height.~~
- ~~2. Are the grey areas that display the vertical signage/artwork panels, offset or recessed? Staff finds this would add a nice element to break up the wall plane.~~

Photometrics

- ~~1. Please provide a photometric plan.~~
2. Provide lighting cut sheets for the pole light and building lighting fixtures. Lights to be shaded and hooded. Provide uplighting on the south façade.
3. Provide all proposed lighting details. We will need to present what is proposed to P&Z and Council. Are there any colored lights proposed? If so, what color and will it change colors? Lighting changes after P&Z/Council approval may need to return to P&Z/Council for approval.

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

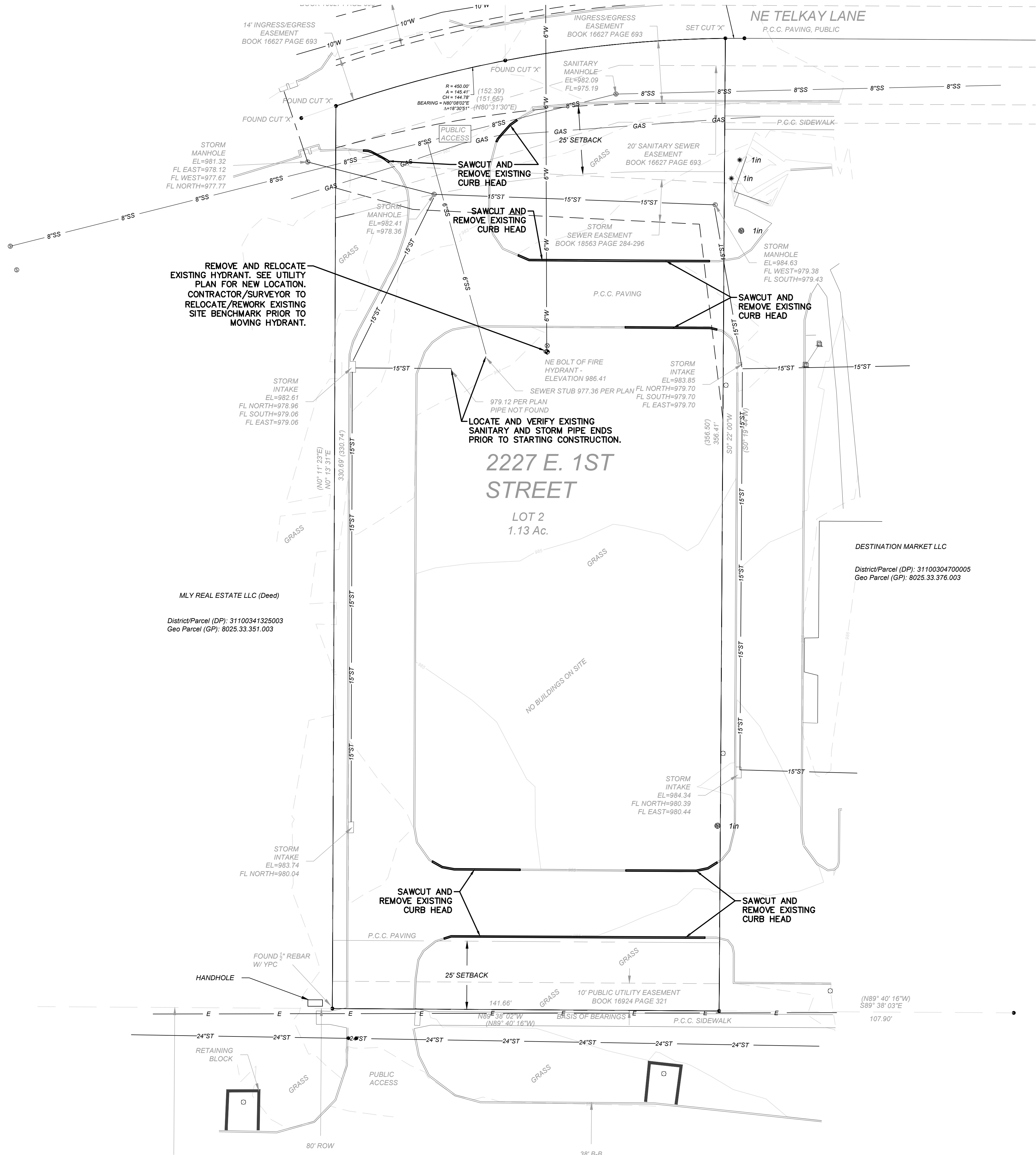
SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	June 8, 2022 June 30, 2022 (1 PDF of Site plan with Elevation Plan included)
PLANNING & ZONING:	July 5, 2022 at 5:30
COUNCIL MEETING:	July 12, 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



SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

Legend of Symbols & Abbreviations

	Power Pole		Gas Meter
	Sign		Sanitary Clean Out
	Electric Transformer		Water Valve
	Telephone Manhole		Fire Hydrant
	Telephone Pedestal		Manhole
	Electric Meter		Property Corner Found
	Light Pole		Property Corner Set
			Benchmark
			Indicates Handicapped Parking
N.	North	PCC	Concrete
S.	South	ACC	Asphalt
E.	East	W	Water Main
W.	West	()	Recorded as
°	Degrees	L/S	Landscaped
'	Feet or Minutes	BH	Building Height
"	Inches or Seconds	ROW	Right of Way
Sq.	Square	CL	Centerline
		E	Underground Electric Line
		RCP	Reinforced Concrete Pipe
		YPC	Yellow Plastic Cap
		B-B	Back to Back
		SS	Sanitary Sewer
		TEL	Telephone
		ST	Storm Sewer
		T	Underground Telephone

SURVEY NOTE:
EXISTING CONDITIONS SURVEY HAS BEEN PROVIDED BY
BRAIN ENGINEERING, INC. CONTACT BRAIN ENGINEERING
WITH ANY QUESTIONS RELATING TO THE EXISTING SURVEY.

ARCHITECTS • ENGINEERS • SURVEYORS

Always a Better Plan

100 Camelot Drive
Fond du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

PROJECT INFORMATION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES

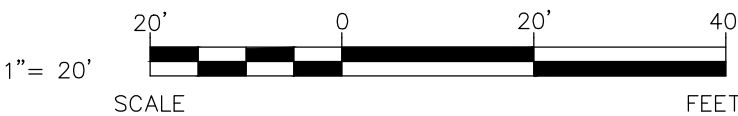
MAY 23, 2022
JUNE 8, 2022
JUNE 30, 2022

JOB NUMBER

2217320

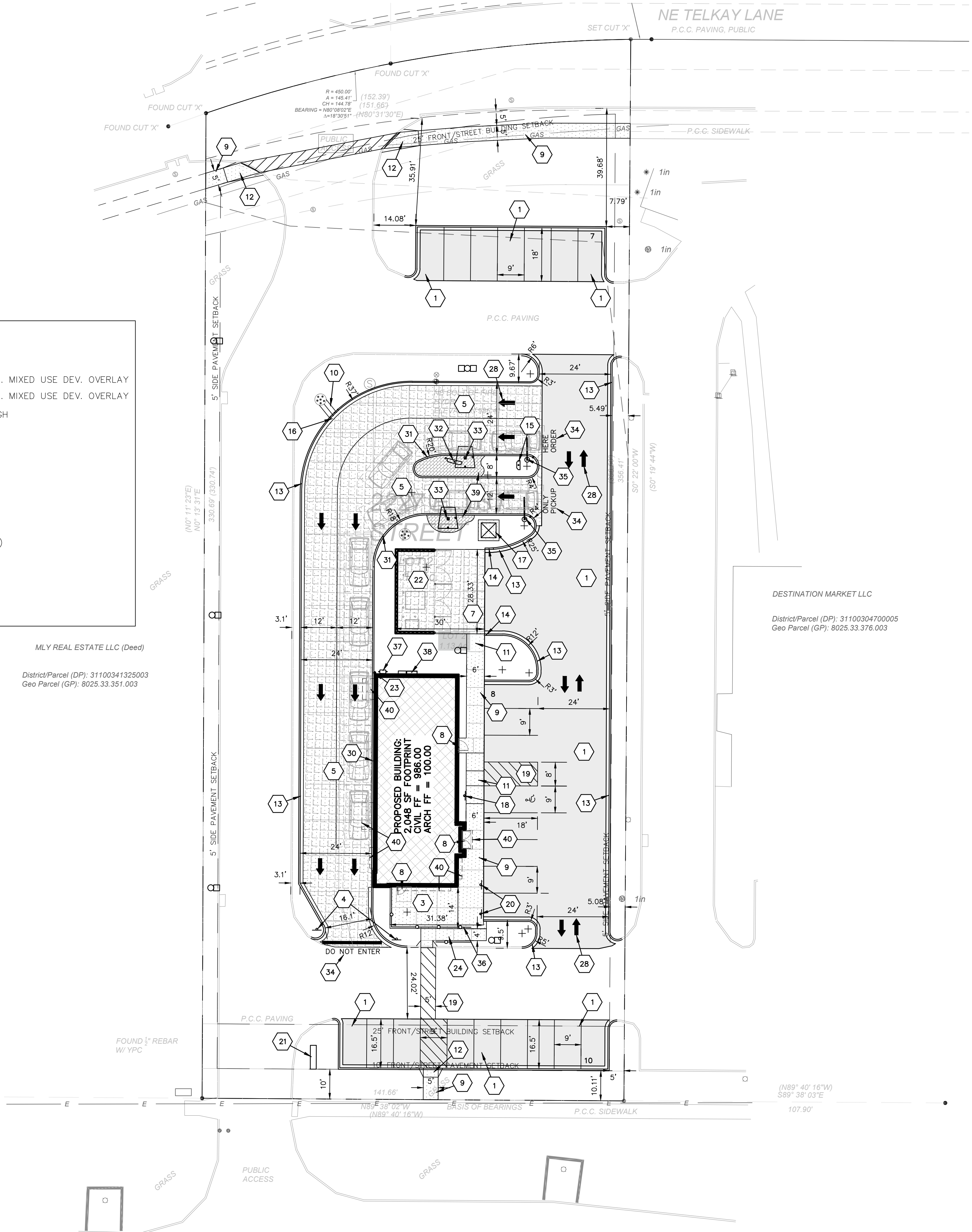
SHEET NUMBER

C1.0



CIVIL EXISTING SITE AND DEMOLITION PLAN

NOT FOR CONSTRUCTION



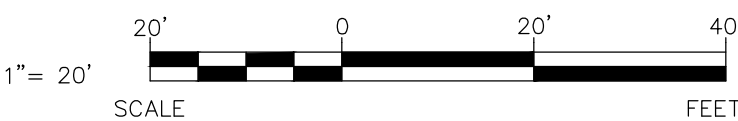
SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

SITE PLAN KEYNOTES

- 1 STANDARD ASPHALT SECTION (TYP.).
- 3 CONCRETE PATIO (TYP.).
- 4 "DO NOT ENTER" SIGN
- 5 HEAVY DUTY/DRIVE-THRU CONCRETE (TYP.). HEAVY DUTY CONCRETE WITHIN THE ROW SHALL BE INSTALLED PER LOCAL STANDARDS
- 7 DUMPSTER PAD/APRON CONCRETE (TYP)
- 8 CONCRETE STOOP (TYP.) SEE ARCH. PLANS FOR DETAILS.
- 9 RAISED WALK (TYP.).
- 10 CONCRETE FLUME (TYP.)
- 11 ADA SIDEWALK RAMP (TYP.)
- 12 CURB RAMP WITH TRUNCATED DOMES. SEE DETAIL. (TYP.)
- 13 18" CURB & GUTTER (TYP.)
- 14 TAPER CURB
- 15 DRIVE-THRU MENU PREVIEW BOARD
- 16 CURB CUT
- 17 CONCRETE TRANSFORMER PAD BY UTILITY SUPPLIER (CONTRACTOR TO VERIFY FINAL LOCATION & DESIGN PRIOR TO CONSTRUCTION)
- 18 HANDICAP SIGN (TYP.)
- 19 HANDICAP STALL & STRIPING PER STATE CODES.
- 20 "GO MOBILE PICKUP" SIGN (2 TYP.)
- 21 PROPOSED GROUND MONUMENT SIGN LOCATION W/ GO-MOBILE SIGN (DETAILS, FINAL LOCATION, & APPROVAL BY SIGN VENDOR)
- 22 DUMPSTER ENCLOSURE (SEE SHEET C2.2 FOR DETAILS)
- 23 6" CONCRETE BOLLARDS (SEE DETAIL ON C2.0)
- 24 1:12 ADA RAMP WITH RAILING. SEE DETAIL.
- 28 TRAFFIC FLOW ARROWS. COLOR TO MATCH PARKING STALL STRIPING.
- 30 DRIVE-THRU BUILDING VERTICAL CURB (SEE DETAIL ON C2.0)
- 31 DRIVE-THRU 6" VERTICAL CURB. (SEE DETAIL ON C2.0)
- 32 MENU BOARD.
- 33 SPEAKER POST, CANOPY, AND BOLLARD.
- 34 PAVEMENT LETTERING (TYP.)
- 35 CLEARANCE BAR AND BOLLARD WITH DRIVE THRU SIGN.
- 36 PATIO RAILING SYSTEM. SEE SHEET C2.1 FOR EXAMPLE.
- 37 GAS METER.
- 38 ELECTRIC METER.
- 39 4" CONCRETE. STAMPED AND STAINED. COORDINATE W/ OWNER FOR DESIRED COLOR/TEXTURE.
- 40 BUILDING CANOPY. (TYP.) (SEE ARCH PLANS.)

PAVEMENT HATCH KEY:

- STANDARD ASPHALT
- SIDEWALK CONCRETE
- HEAVY DUTY CONCRETE



CIVIL SITE PLAN

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

PROJECT INFORMATION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES

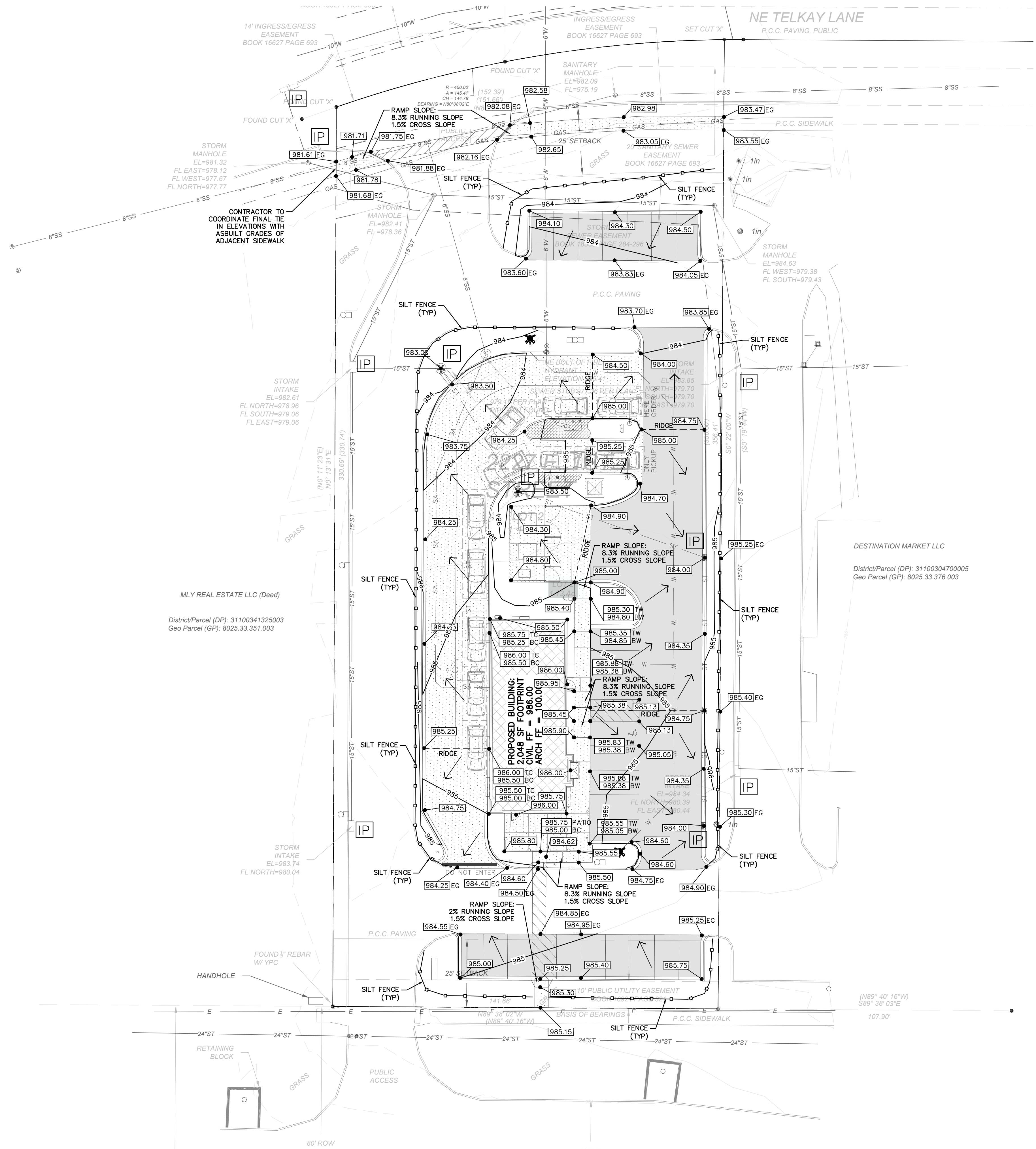
APR. 18, 2022
APR. 20, 2022
MAY 23, 2022
JUNE 8, 2022
JUNE 30, 2022

JOB NUMBER

2217320

SHEET NUMBER

C1.1



SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

- NOTES:**
- HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
 - ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

INLET PROTECTION NOTE:

CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.

STABILIZED CONSTRUCTION ENTRANCE NOTE:

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

PROJECT INFORMATION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
2227 E. 1ST STREET • GRIMES, IA 50111

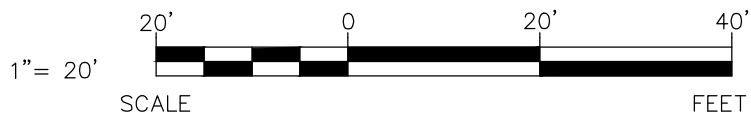
PROFESSIONAL SEAL

PRELIMINARY DATES
MAY 23, 2022
JUNE 8, 2022
JUNE 30, 2022

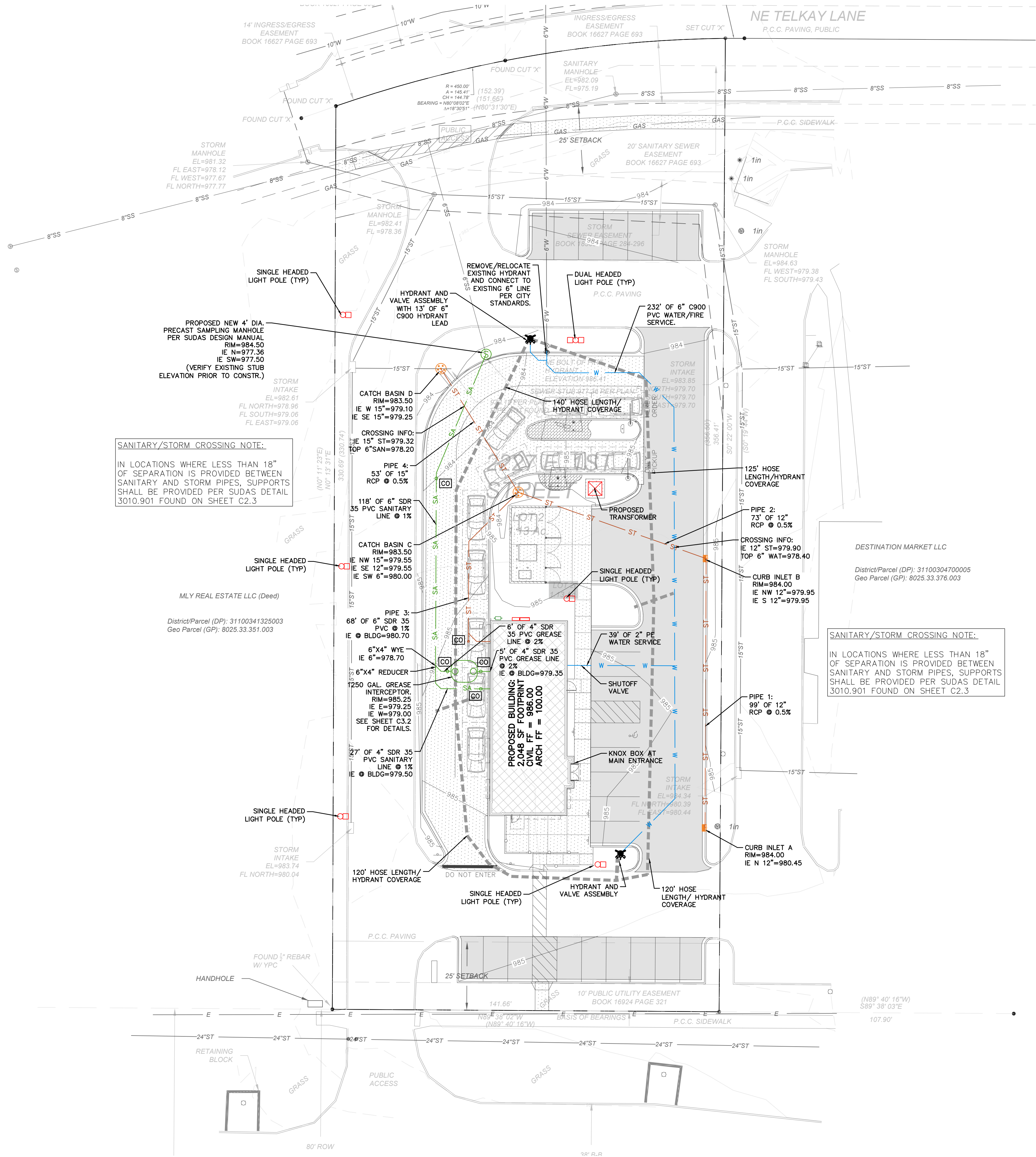
NOT FOR CONSTRUCTION

JOB NUMBER
2217320

SHEET NUMBER
C1.2



CIVIL GRADING AND EROSION CONTROL PLAN



SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

CLEANOUT NOTE:
[CO] = DENOTES LOCATIONS WHERE
CONTRACTOR SHALL INSTALL CLEANOUTS, SEE
C0.1 FOR SPECIFICATION.

SANITARY/STORM CROSSING NOTE:
IN LOCATIONS WHERE LESS THAN 18"
OF SEPARATION IS PROVIDED BETWEEN
SANITARY AND STORM PIPES, SUPPORTS
SHALL BE PROVIDED PER SUDAS DETAIL
3010.901 FOUND ON SHEET C2.3

SANITARY/STORM CROSSING NOTE:
IN LOCATIONS WHERE LESS THAN 18"
OF SEPARATION IS PROVIDED BETWEEN
SANITARY AND STORM PIPES, SUPPORTS
SHALL BE PROVIDED PER SUDAS DETAIL
3010.901 FOUND ON SHEET C2.3

SANITARY/STORM CROSSING NOTE:
IN LOCATIONS WHERE LESS THAN 18"
OF SEPARATION IS PROVIDED BETWEEN
SANITARY AND STORM PIPES, SUPPORTS
SHALL BE PROVIDED PER SUDAS DETAIL
3010.901 FOUND ON SHEET C2.3



ARCHITECTS • ENGINEERS • SURVEYORS

Always a Better Plan

100 Camelot Drive
Fond du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

PROJECT INFORMATION

NEW BUILDING FOR:

TACO BELL - BLACK RIVER BELLS

2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES

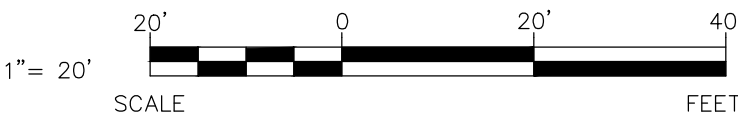
MAY 23, 2022
JUNE 8, 2022
JUNE 30, 2022

JOB NUMBER

2217320

SHEET NUMBER

C1.3



CIVIL UTILITY PLAN

NOT FOR CONSTRUCTION

PROJECT INFORMATION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES
MAY 23, 2022
JUNE 8, 2022
JUNE 30, 2022

JOB NUMBER
2217320

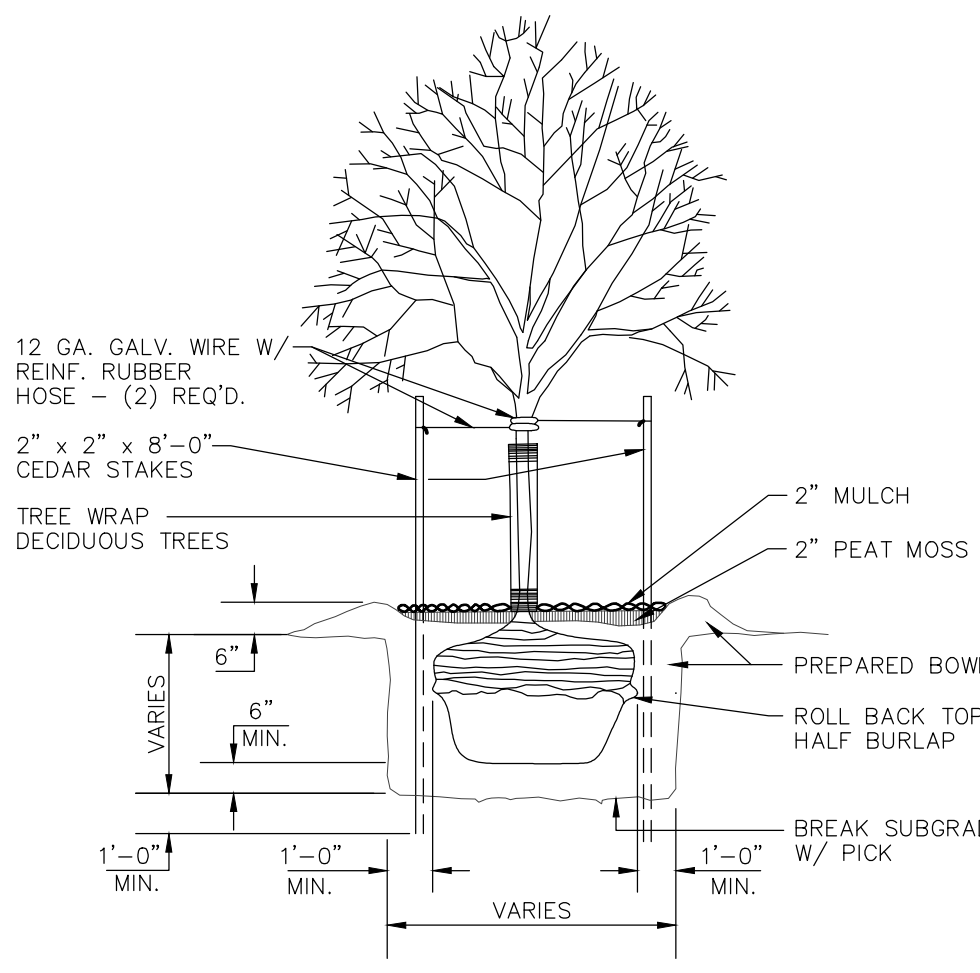
SHEET NUMBER
C1.4

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

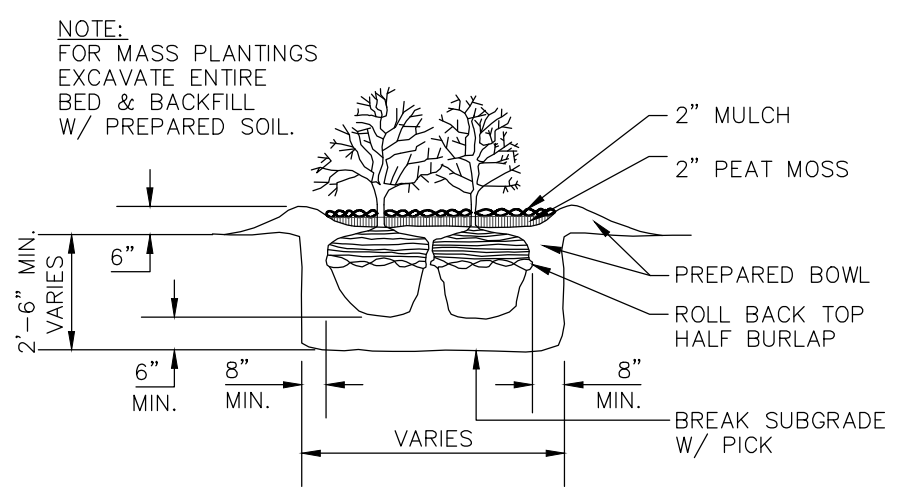
LAWN NOTE:
ALL LAWN AREAS TO BE SODDED
PER THE SPECIFICATIONS ON C0.1

LANDSCAPING PLANTING SCHEDULE				
SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTED SIZE	QUANTITY
DECIDUOUS TREES				
	Skyline Honeylocust	Gleditsia triacanthos 'Skyline'	1.5"	6
	Redmond Linden	Tilia americana	1.5"	5
	Autumn Blaze Maple	Acer x freemanii 'Jeffersred'	2"	3
	Sugar Maple	Acer saccharum	2"	6
DECIDUOUS SHRUBS				
	Dwarf Korean Lilac	Syringa meyeri pallbin	15"-18"	18
	Red Twigged Dogwood	Cornus baileyi	30"-36"	14
PERENNIALS				
	Karl Foerster Reed Grass	Clamagrostis x acutiflora 'Karl Foerster'	1 gal pot	45
	Daylilies 'Stella de Oro'	Hemerocallis 'Stella de Oro'	1 gal pot	19

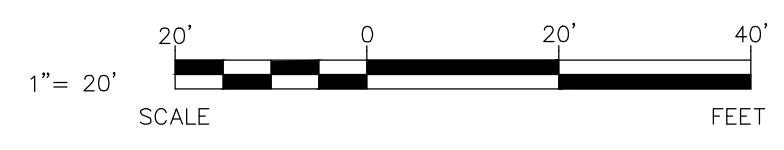
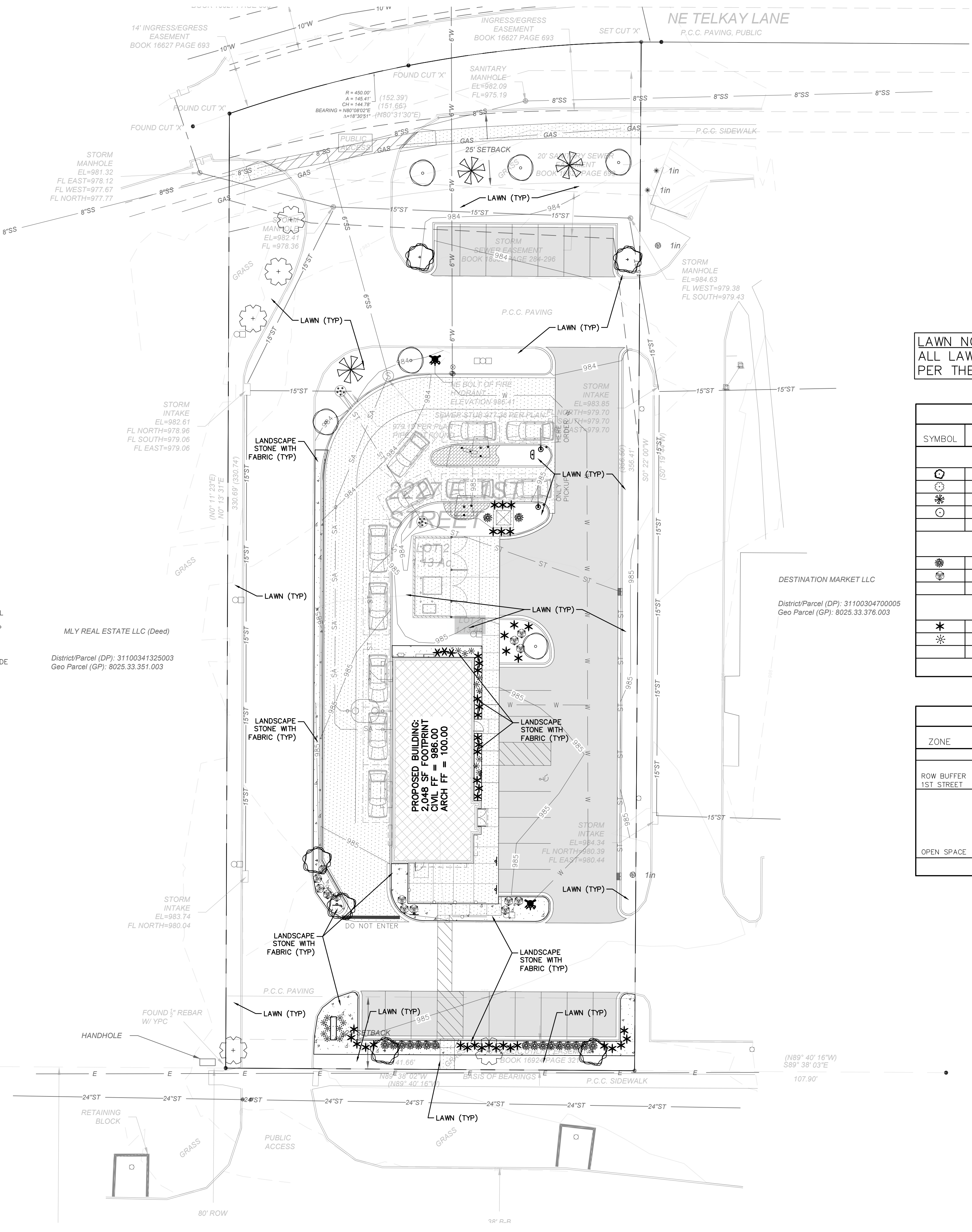
LANDSCAPING CALCULATIONS		
ZONE	REQ. PLANTS	PLANTS PROVIDED
ROW BUFFER 1ST STREET	1 TREE / 40 L.F. FRONTAGE = 4 TREES 1 SHRUB / 4 L.F. FRONTAGE = 36 SHRUBS	4 TREES PROVIDED 45 SHRUBS PROVIDED
OPEN SPACE	49,379 SF SITE AREA X 15% = 7407 SF OPEN SPACE REQUIRED 2 TREES / 1000 SF OPEN SPACE = 15 TREES MINIMUM 50% 2" CALIPER = (8) 2" TREES 1 SHRUB / 500 SF OPEN SPACE = 15 SHRUBS	16 TREES PROVIDED (8) 2" TREES PROVIDED 51 SHRUBS PROVIDED

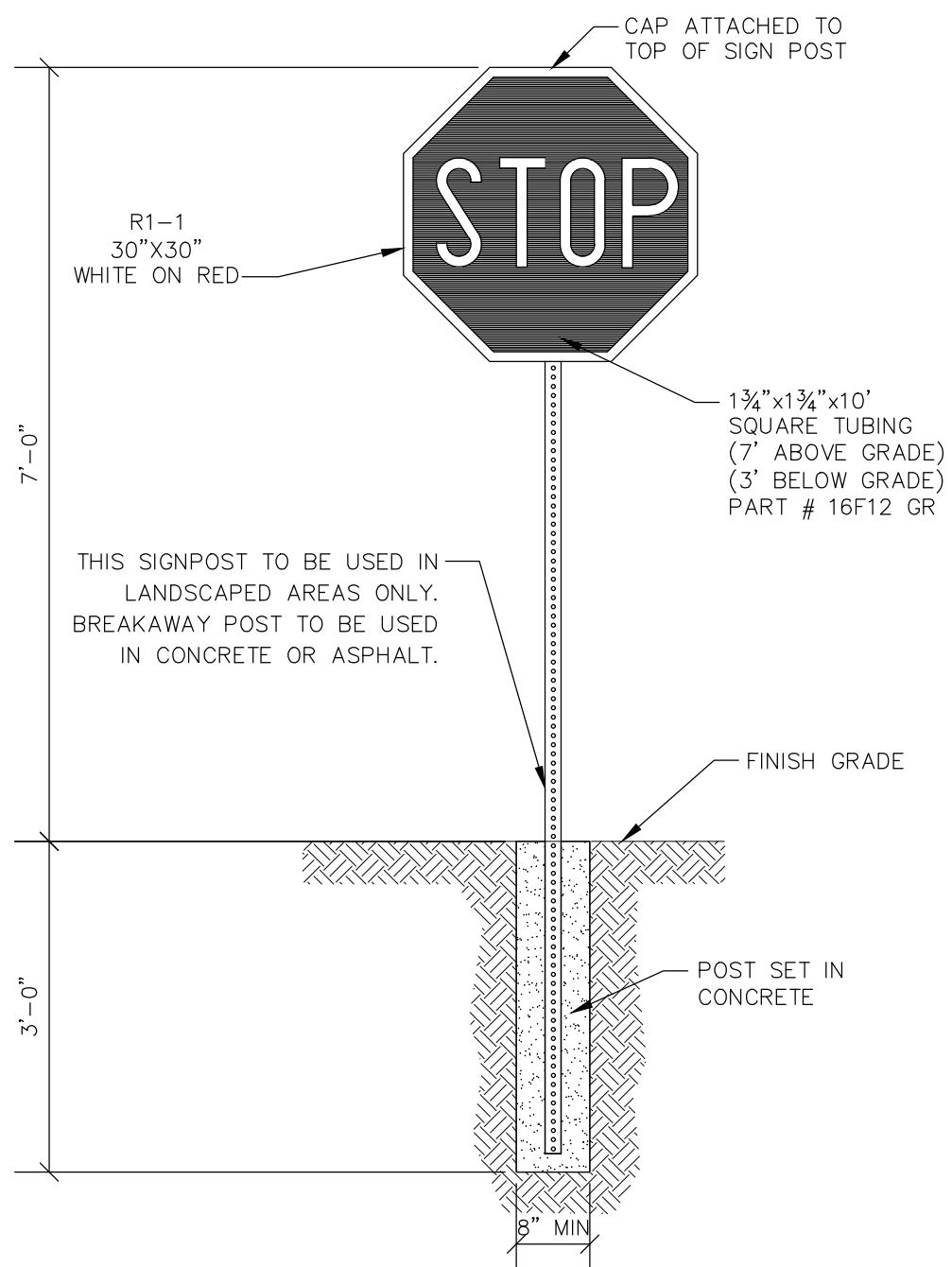


TREE PLANTING DETAIL
NO SCALE

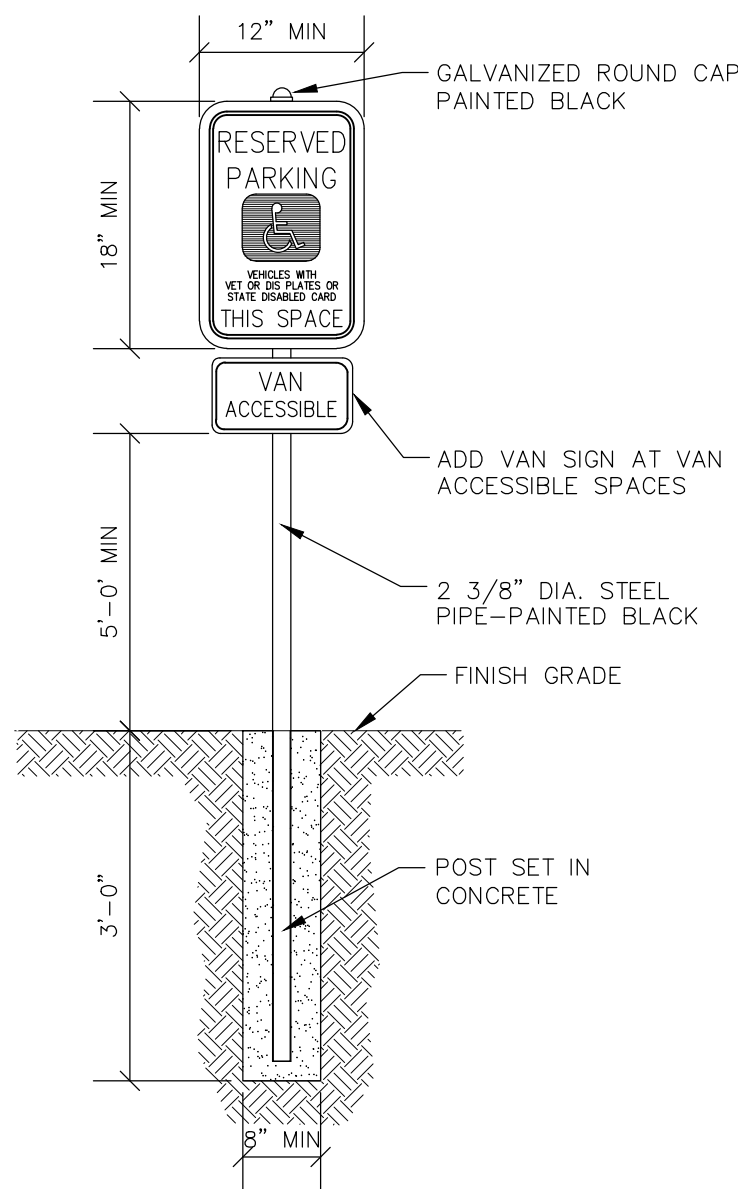


SHRUB PLANTING DETAIL
NO SCALE

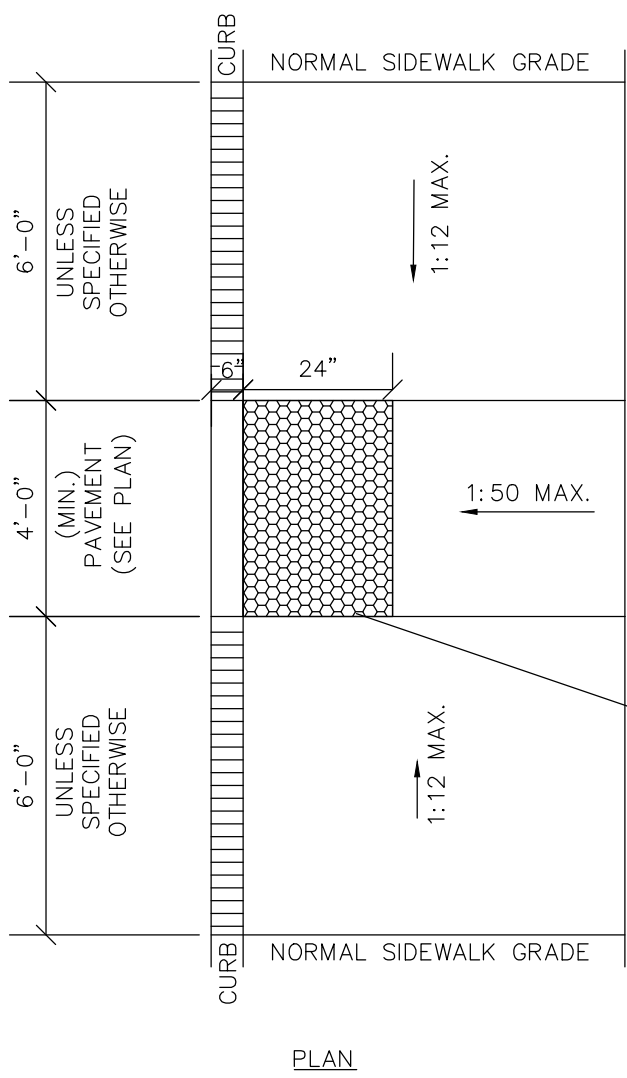




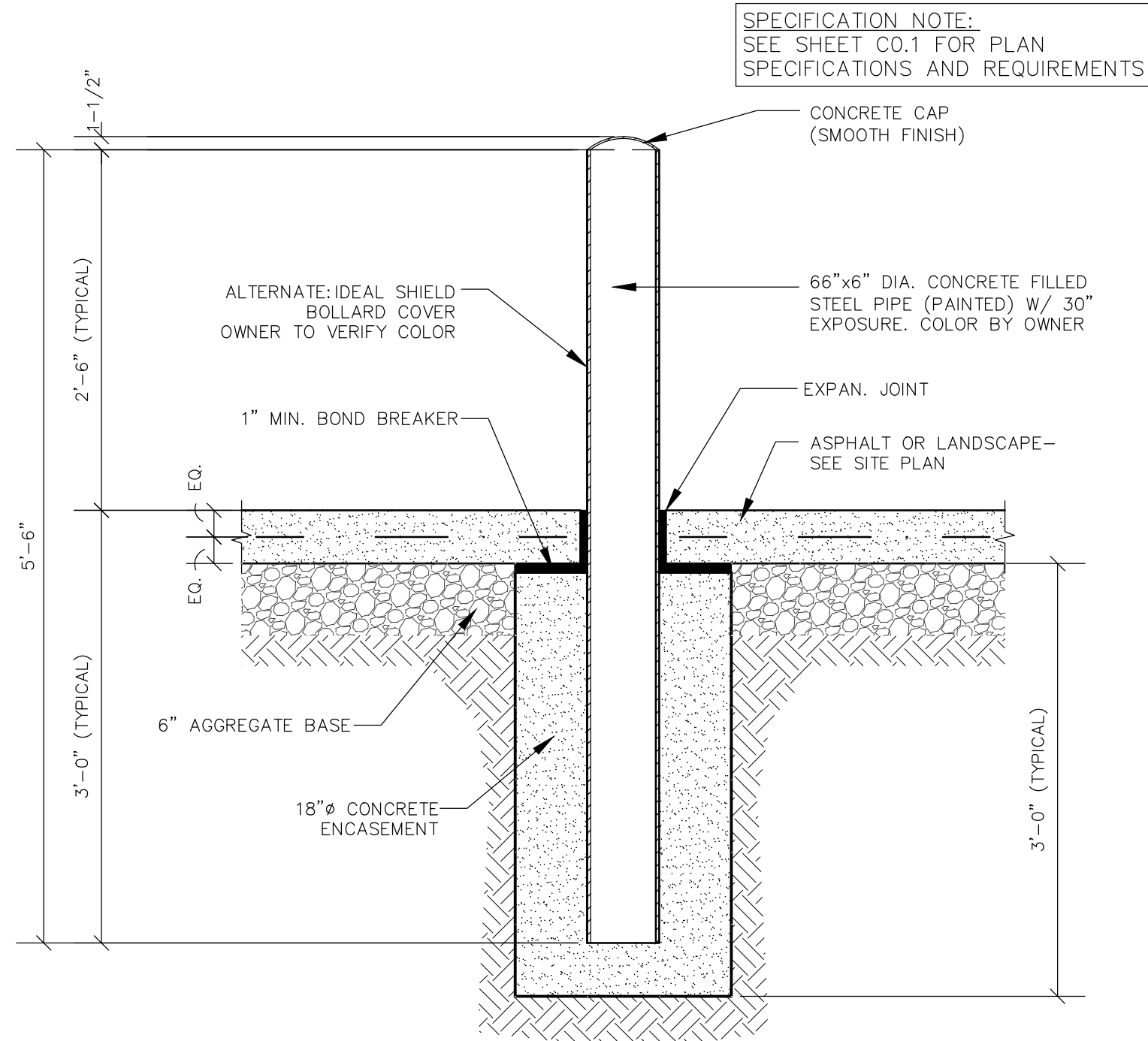
STOP SIGN WITH CONCRETE BASE DETAIL
NO SCALE



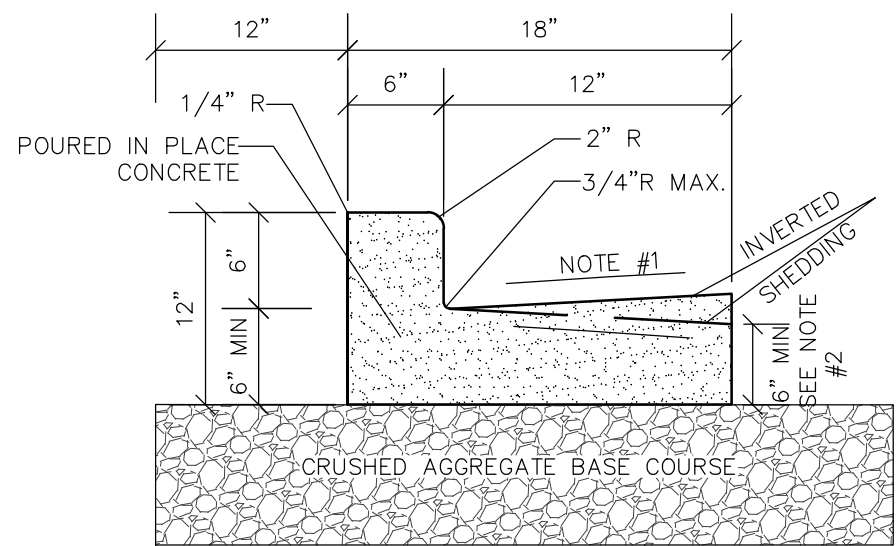
HANDICAP SIGNAGE WITH CONCRETE BASE DETAIL
NO SCALE



ADA SIDEWALK RAMP DETAIL
NO SCALE

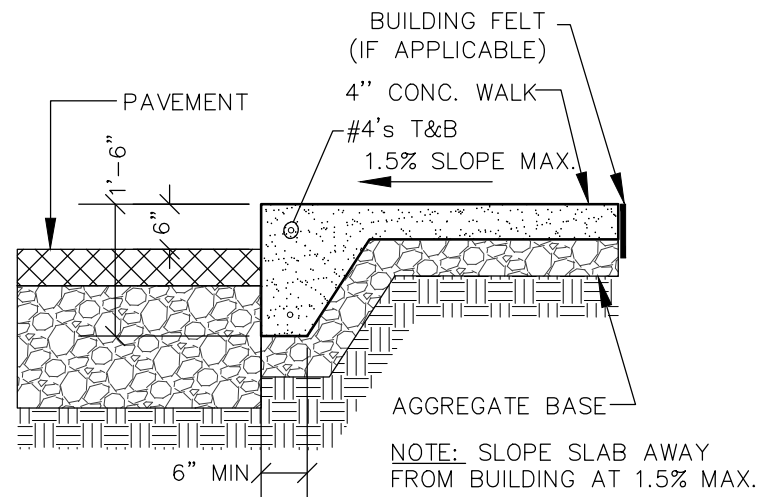


6" PIPE BOLLARD DETAIL
NO SCALE

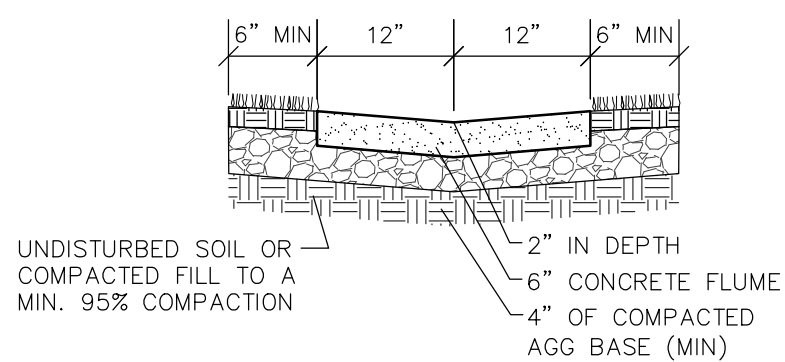


- NOTE:
1. USE 4% GUTTER CROSS SLOPE UNLESS OTHERWISE NOTED IN THE PLANS.
 2. THE BOTTOM OF CURB AND GUTTER MAY BE CONSTRUCTED EITHER LEVEL OR PARALLEL TO THE SLOPE OF THE SUBGRADE OR BASE AGGREGATE PROVIDED A 6" MIN. GUTTER THICKNESS IS MAINTAINED.
 3. SEE SITE PLAN & GRADING PLAN FOR INVERTED & SHEDDING CURB LOCATIONS

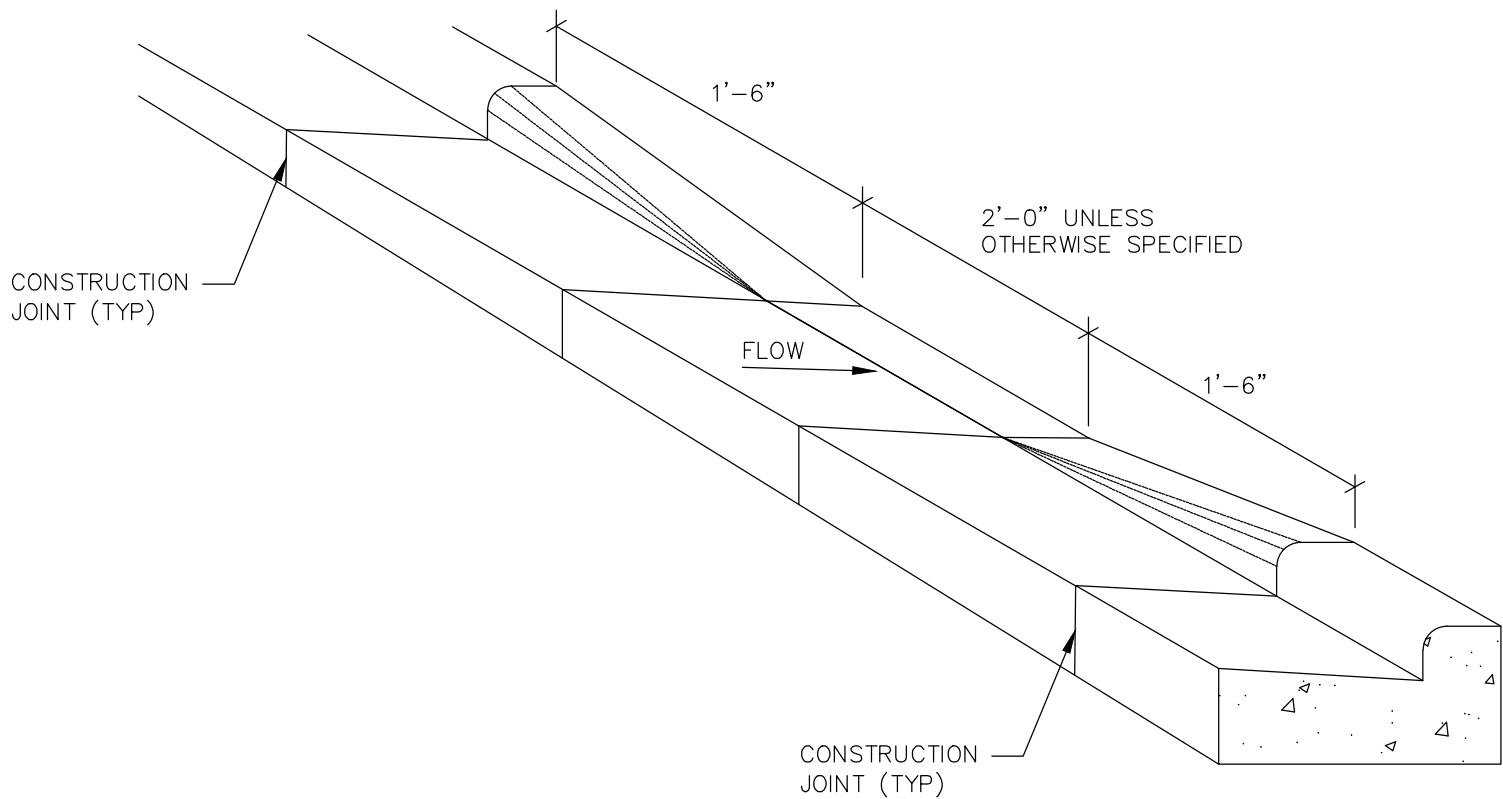
18" CONCRETE CURB & GUTTER DETAIL
NO SCALE



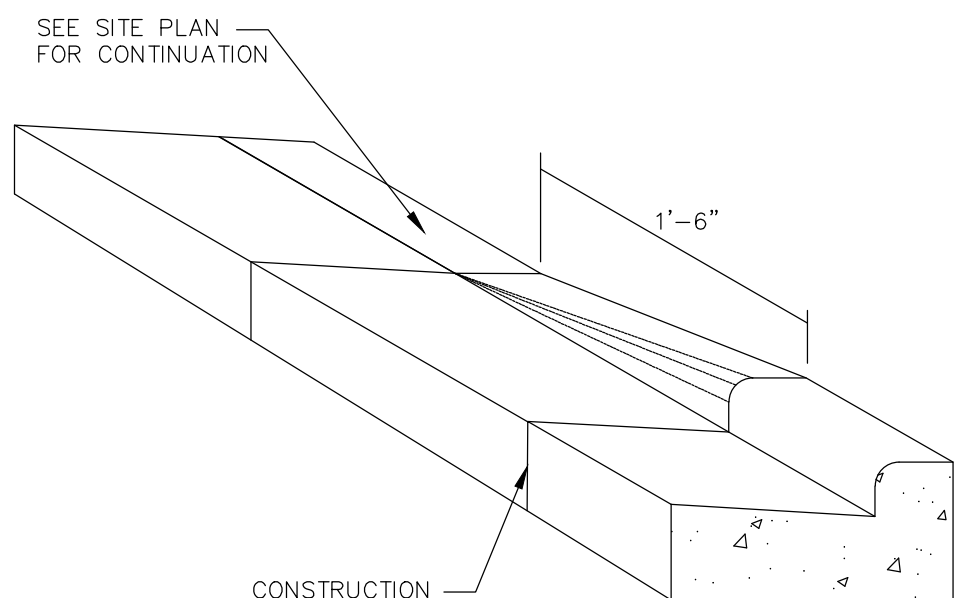
RAISED WALK DETAIL
NO SCALE



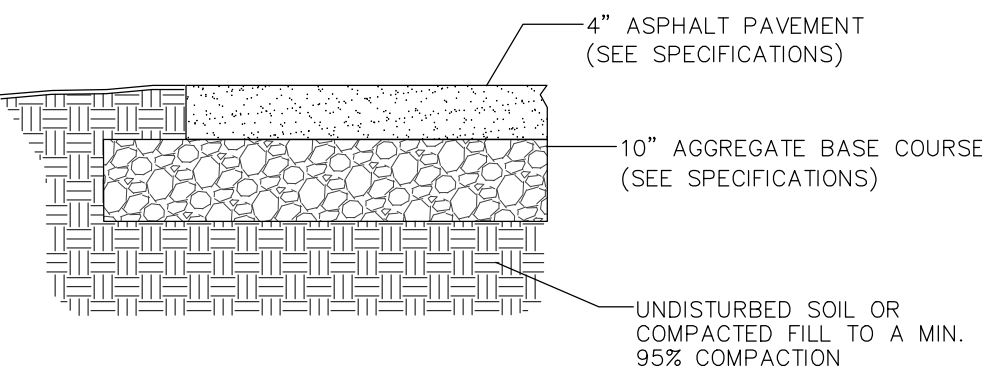
CONCRETE FLUME DETAIL (LAWN)
NO SCALE



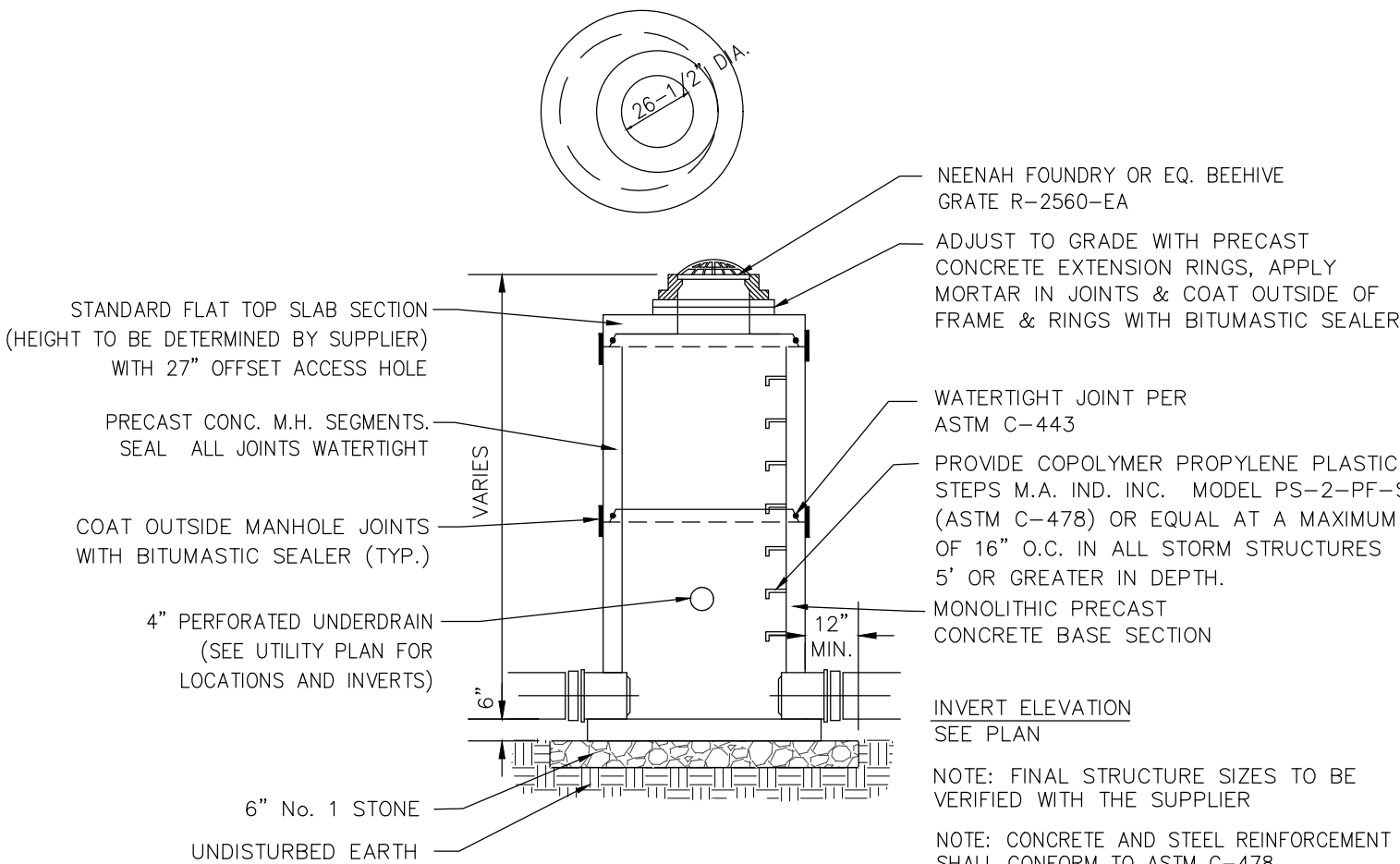
CURB CUT DETAIL
NO SCALE



CURB TAPER DETAIL
NO SCALE



PAVING DETAIL
NO SCALE



**STORM CATCH BASIN W/
DOME GRATE DETAIL**
NO SCALE

CONSTRUCTION SEQUENCE	
PHASE	TYPE OF ACTION
1. PRE-CONSTRUCTION ACTION	1. CONTRACTOR TO CALL DIGGERS HOTLINE AT A MINIMUM OF 3 DAYS PRIOR TO CONSTRUCTION.
	2. PLACE ALL SILT FENCE.
	3. CONSTRUCT TRACKING STONE ENTRANCES AND ANY TEMPORARY CONSTRUCTION ROADWAYS AS NEEDED.
	4. CONSTRUCT PERMANENT STORMWATER CONVEYANCE SYSTEMS.
	5. CONSTRUCT ANY TEMPORARY STORMWATER CONVEYANCE SYSTEMS AS NEEDED.
	6. STABILIZE ALL TEMPORARY AND PERMANENT EROSION CONTROL AND STORMWATER CONVEYANCE SYSTEMS BEFORE TOPSOIL CAN BE STRIPPED.
2. CONSTRUCTION ACTION	1. SITE DEMOLITION AS REQUIRED.
	2. STRIP AND RELOCATE TOPSOIL TO THE DESIGNATED TOPSOIL STOCKPILE. FINAL LOCATION BY CONTRACTOR (VERIFY W/ OWNER). PROVIDE PERIMETER SILT FENCE UNTIL STABILIZED.
	3. BEGIN MASS EARTH WORK FOR THE BUILDING PAD AND PAVEMENT AREAS.
	4. CONSTRUCT ANY REMAINING STORMWATER CONVEYANCE SYSTEMS, AND INSTALL ALL OTHER UTILITIES ON SITE.
	5. DIG AND POUR ALL BUILDING FOOTINGS.
	6. PLACE GRAVEL FOR ALL PROPOSED PAVEMENT AREAS, INCLUDING FIRE LANES.
	7. TOPSOIL, SEED, AND MULCH ALL DISTURBED AREAS OUTSIDE THE BUILDING AND PROPOSED PAVEMENT AREAS.
	8. CONSTRUCT BUILDING.
	9. PAVE DRIVEWAYS AND PARKING AREAS.
	10. TOPSOIL, SEED, AND MULCH ALL OTHER DISTURBED AREAS. PLACE EROSION MATTING AND RIP RAP.
3. POST CONSTRUCTION ACTION	1. CONTRACTOR TO REMOVE TEMPORARY EROSION CONTROL MEASURES UPON SITE STABILIZATION.
	2. SEE THE POST CONSTRUCTION MAINTENANCE PLAN FOR PERMANENT STORMWATER MANAGEMENT SYSTEMS.

CONTRACTOR TO FOLLOW THE EROSION CONTROL SPECIFICATIONS FOR CONSTRUCTION EROSION CONTROL INSPECTION AND MAINTENANCE.



ARCHITECTS • ENGINEERS • SURVEYORS

Always a Better Plan

100 Camelot Drive
Fond du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

PROJECT INFORMATION

NEW BUILDING FOR:

TACO BELL - BLACK RIVER BELLS

2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES

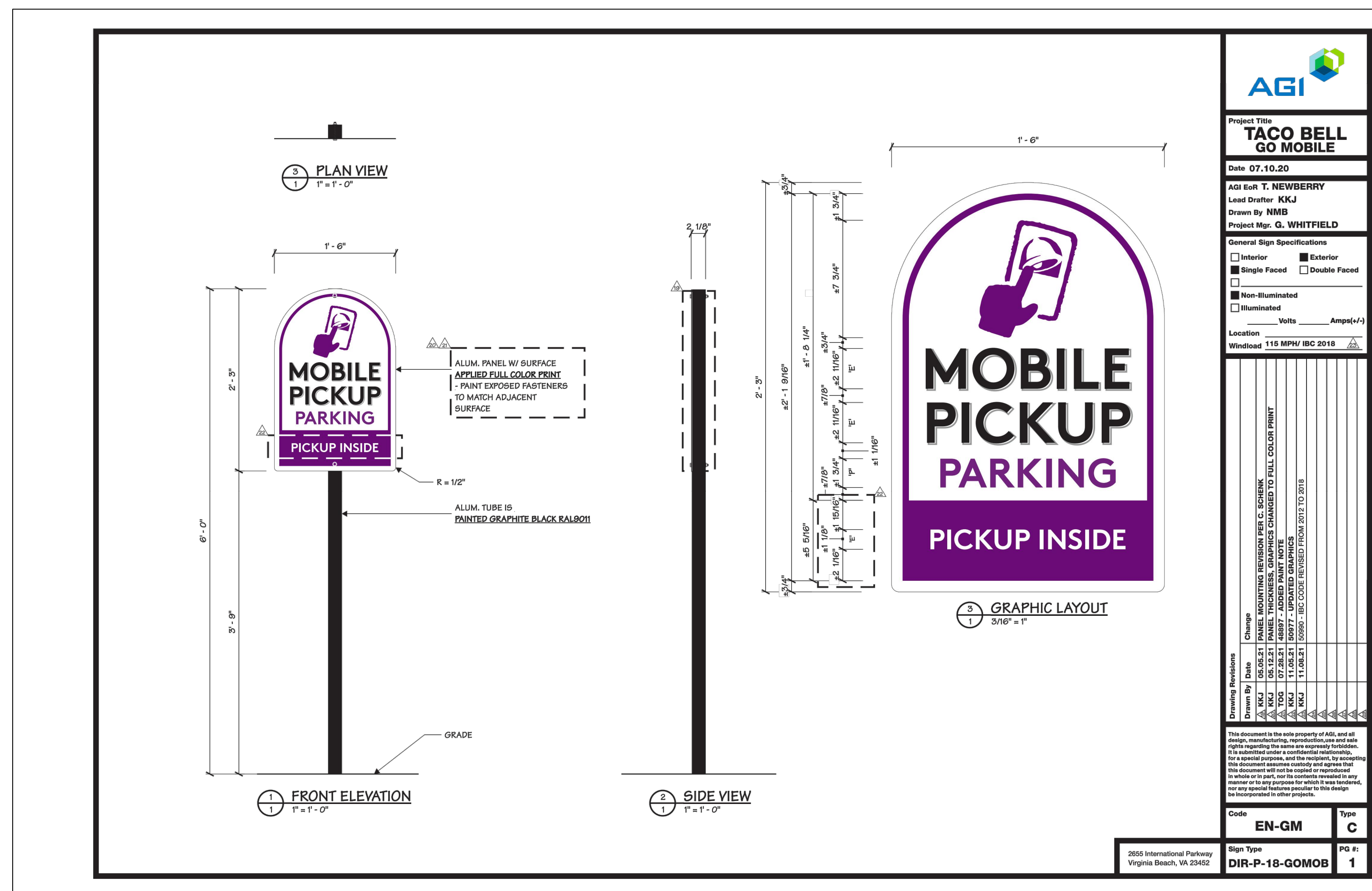
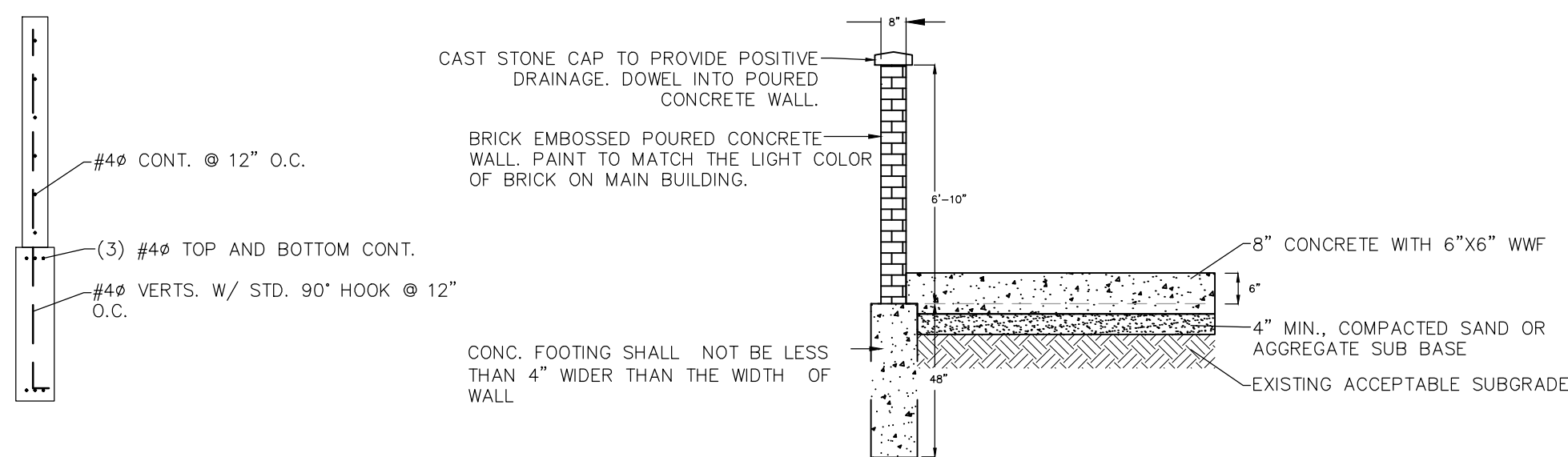
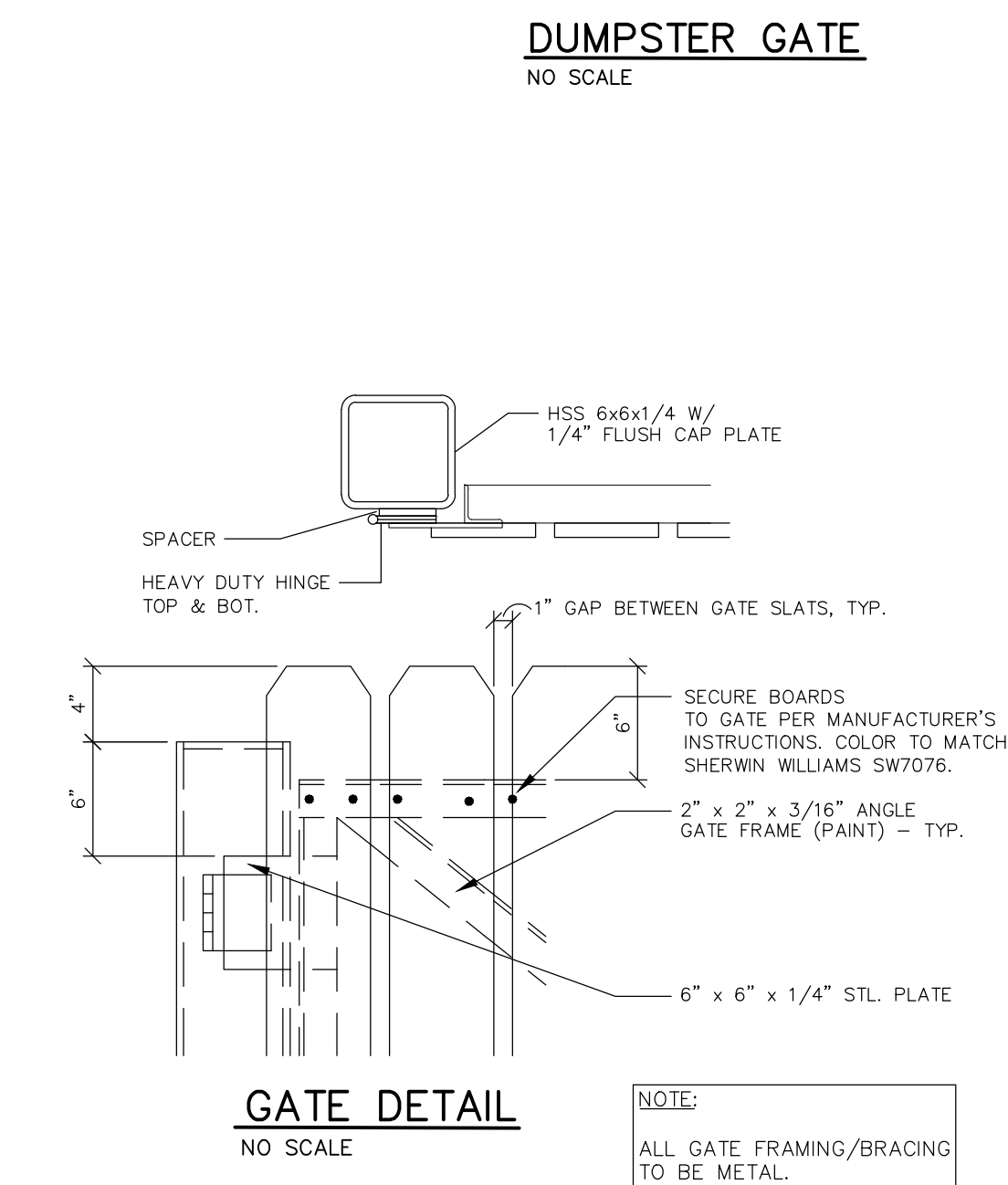
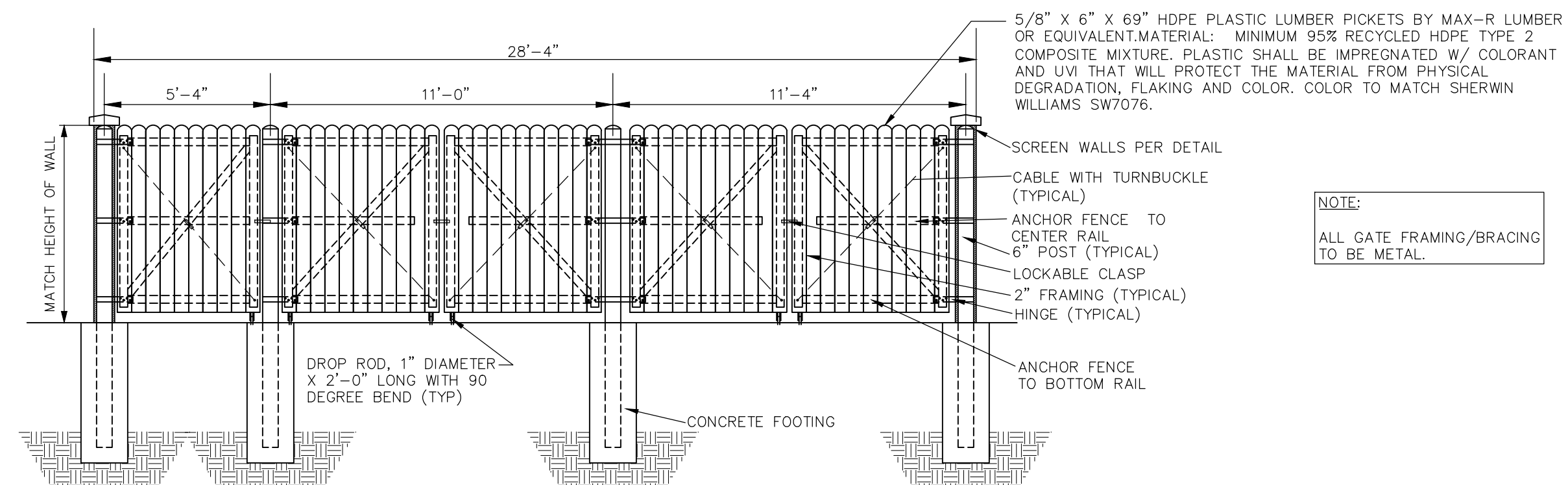
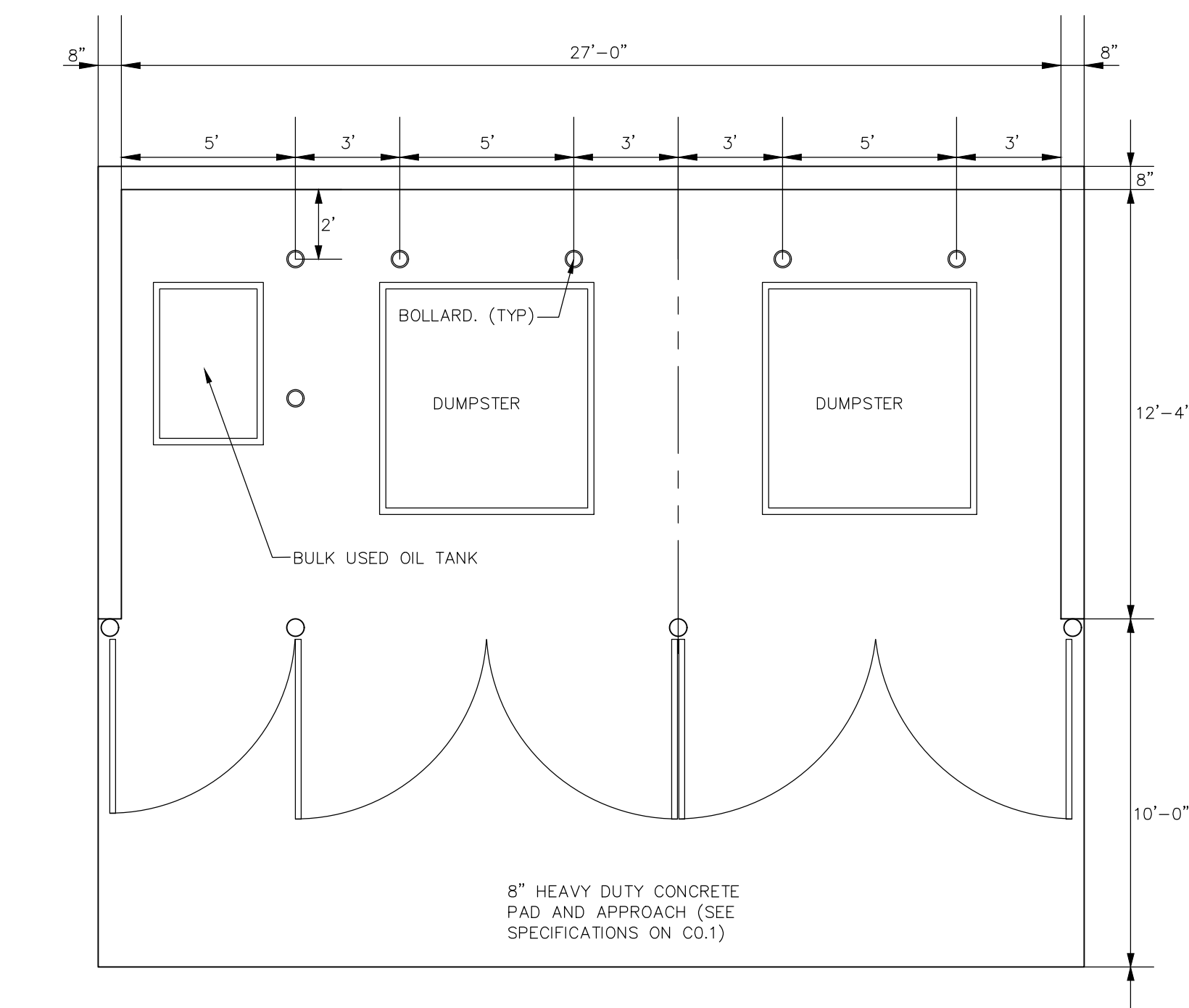
MAY 23, 2022
JUNE 8, 2022
JUNE 30, 2022

JOB NUMBER

2217320

SHEET NUMBER

C2.0



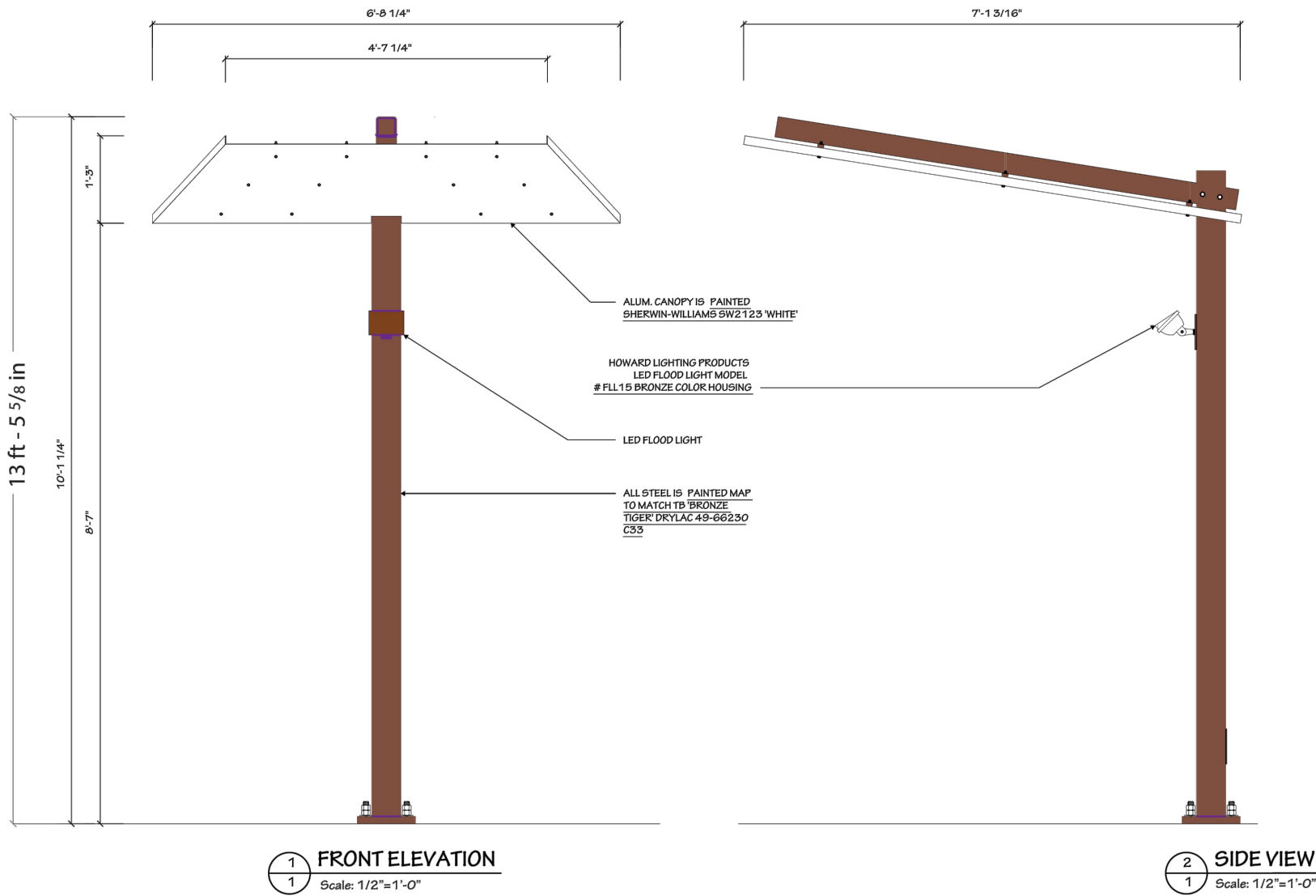


CLEARANCE BAR DETAIL
NO SCALE

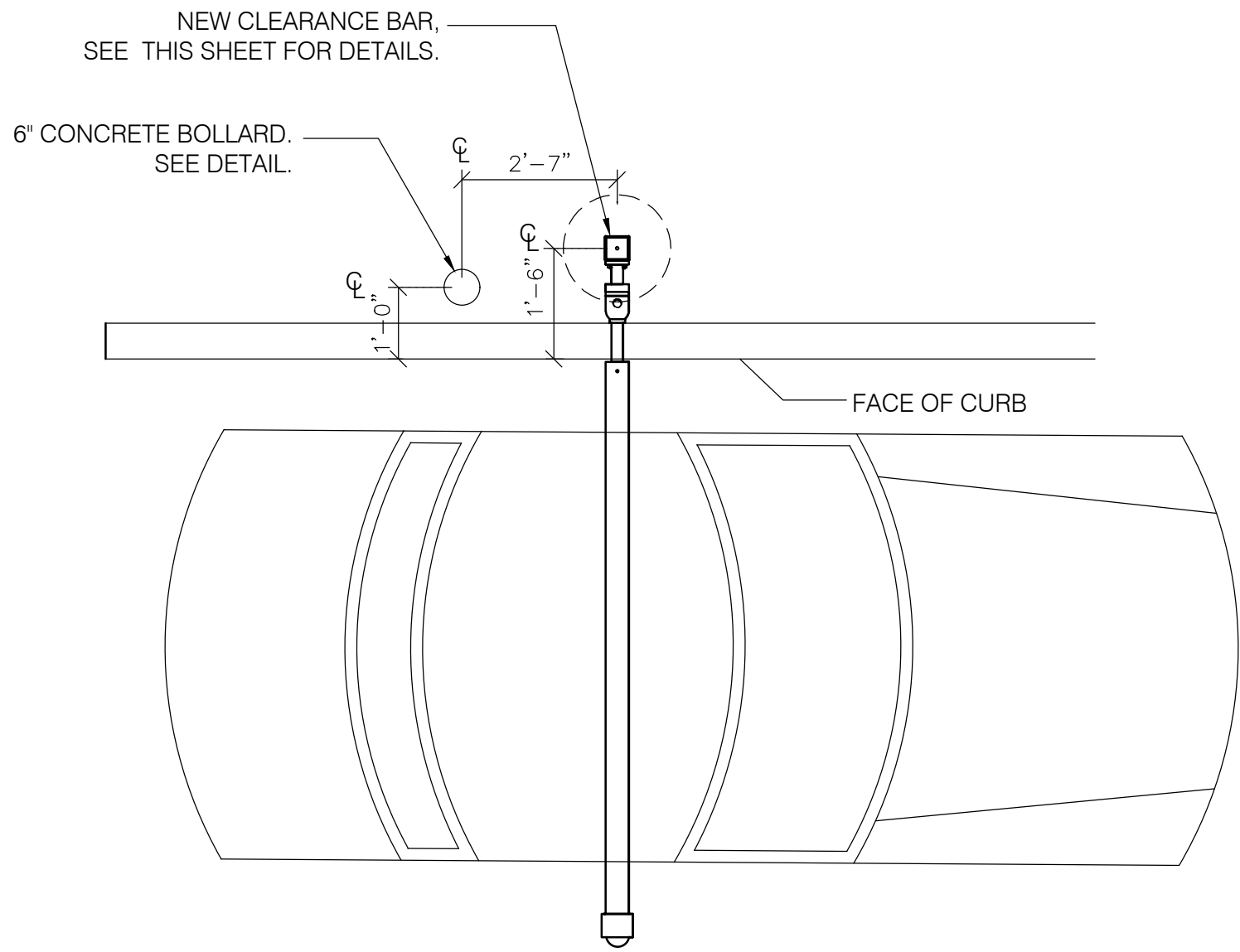


PATIO RAILING SYSTEM
NO SCALE

V-1070



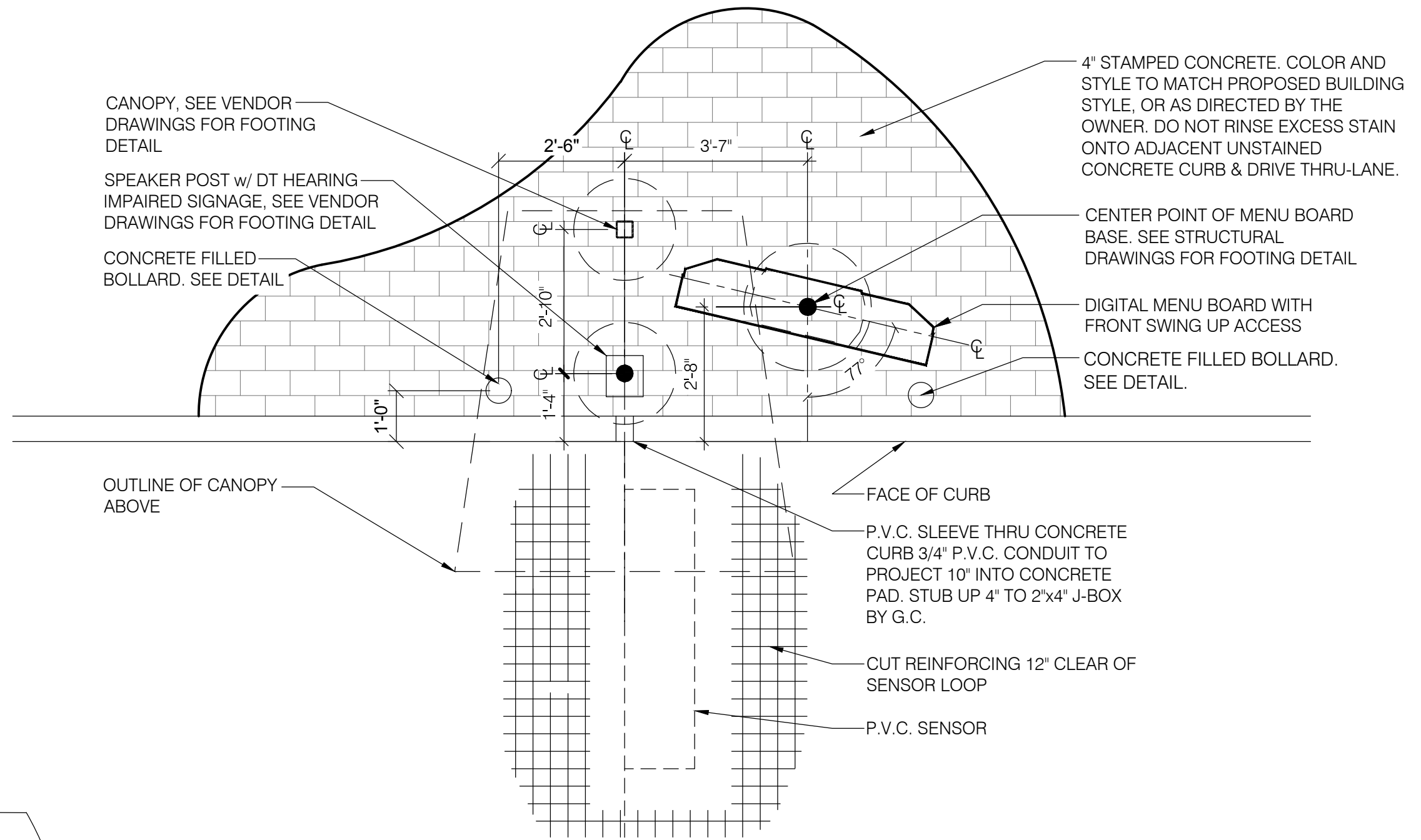
CANOPY DETAIL
NO SCALE



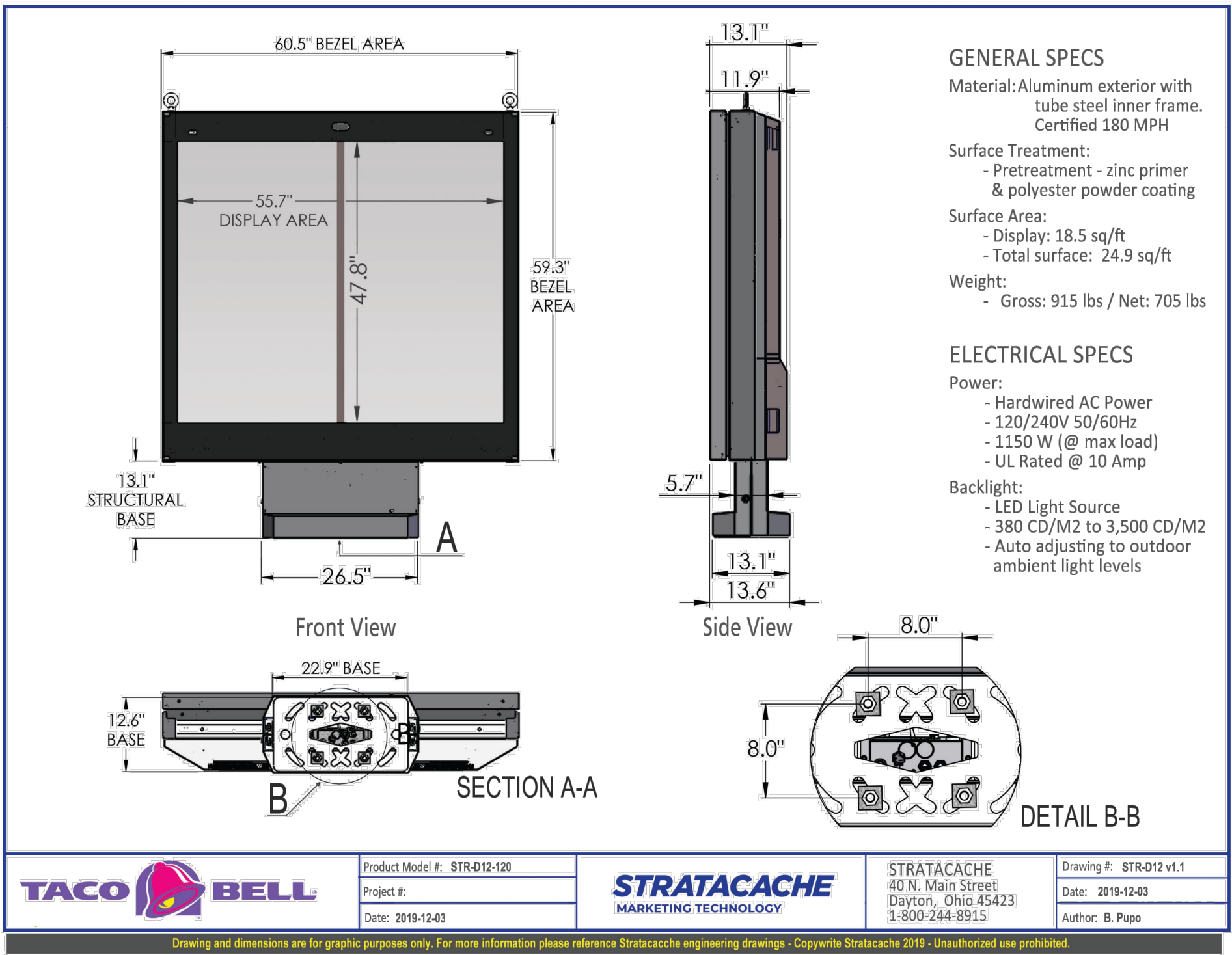
CLEARANCE BAR DETAIL
NO SCALE



EXAMPLE MENU BOARD
NO SCALE



MENU BOARD DETAIL
NO SCALE



MENU BOARD DETAIL
NO SCALE

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

PROJECT INFORMATION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES

MAY 23, 2022
JUNE 8, 2022
JUNE 30, 2022

JOB NUMBER

2217320

SHEET NUMBER

C2.2

NOT FOR CONSTRUCTION

PROJECT INFORMATION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES

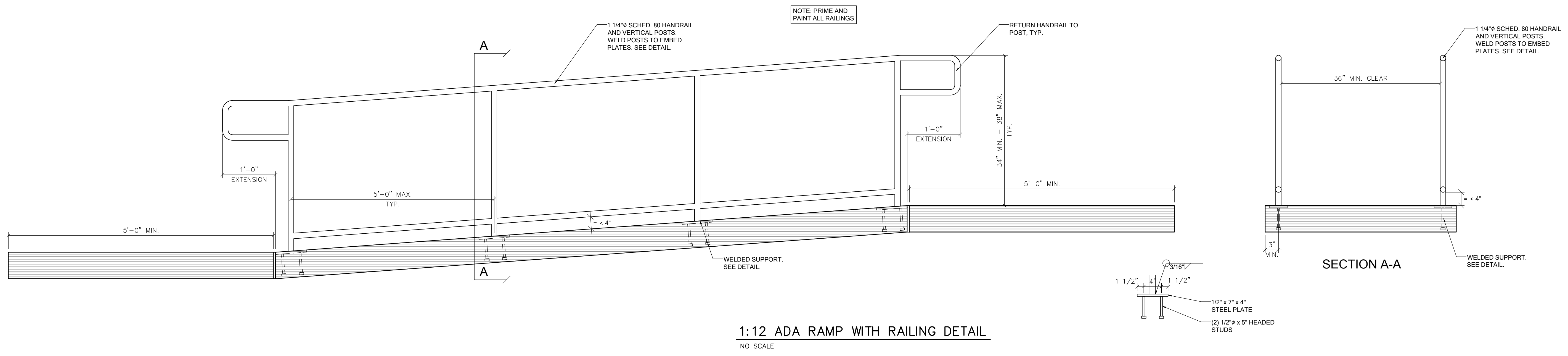
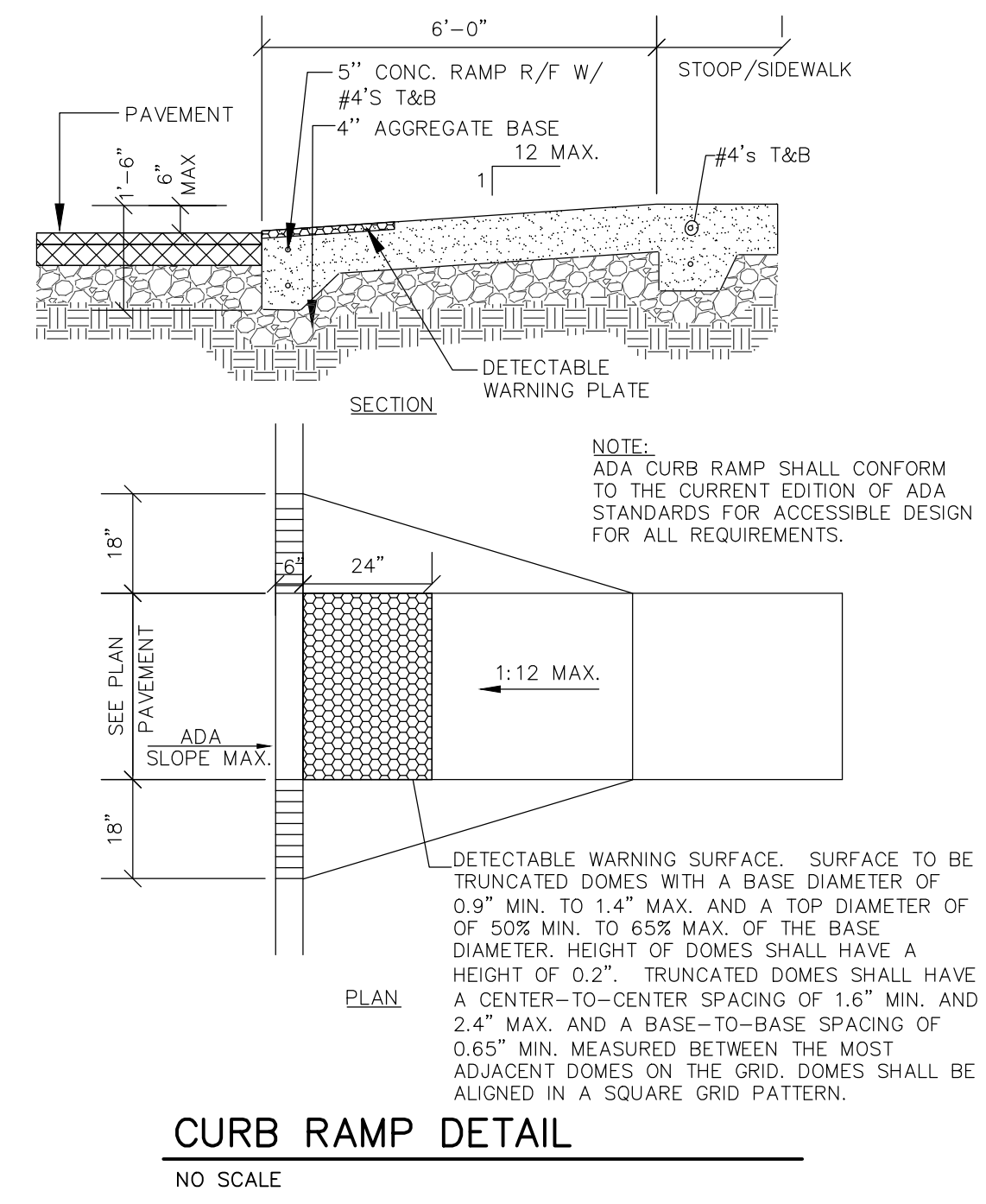
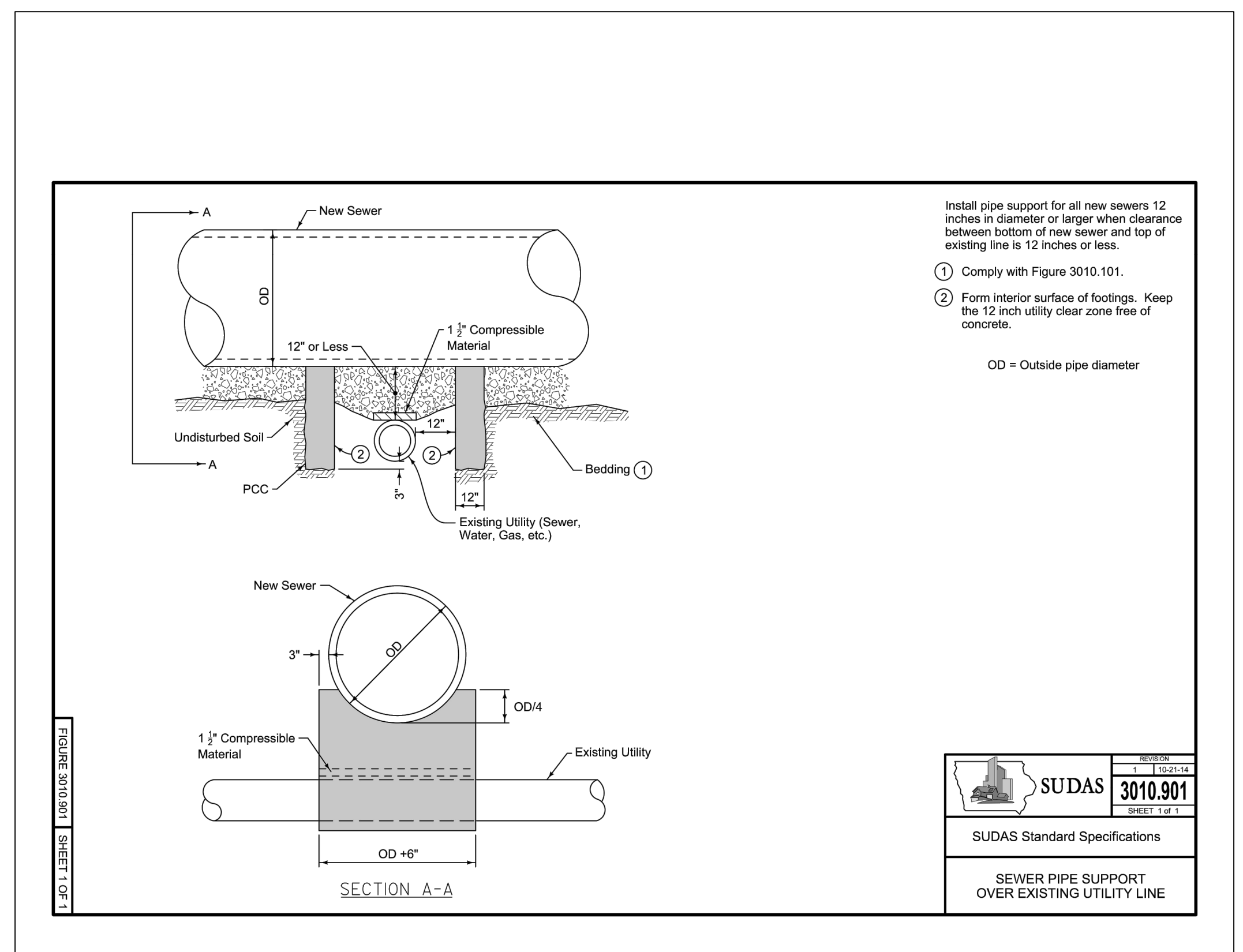
JUNE 30, 2022

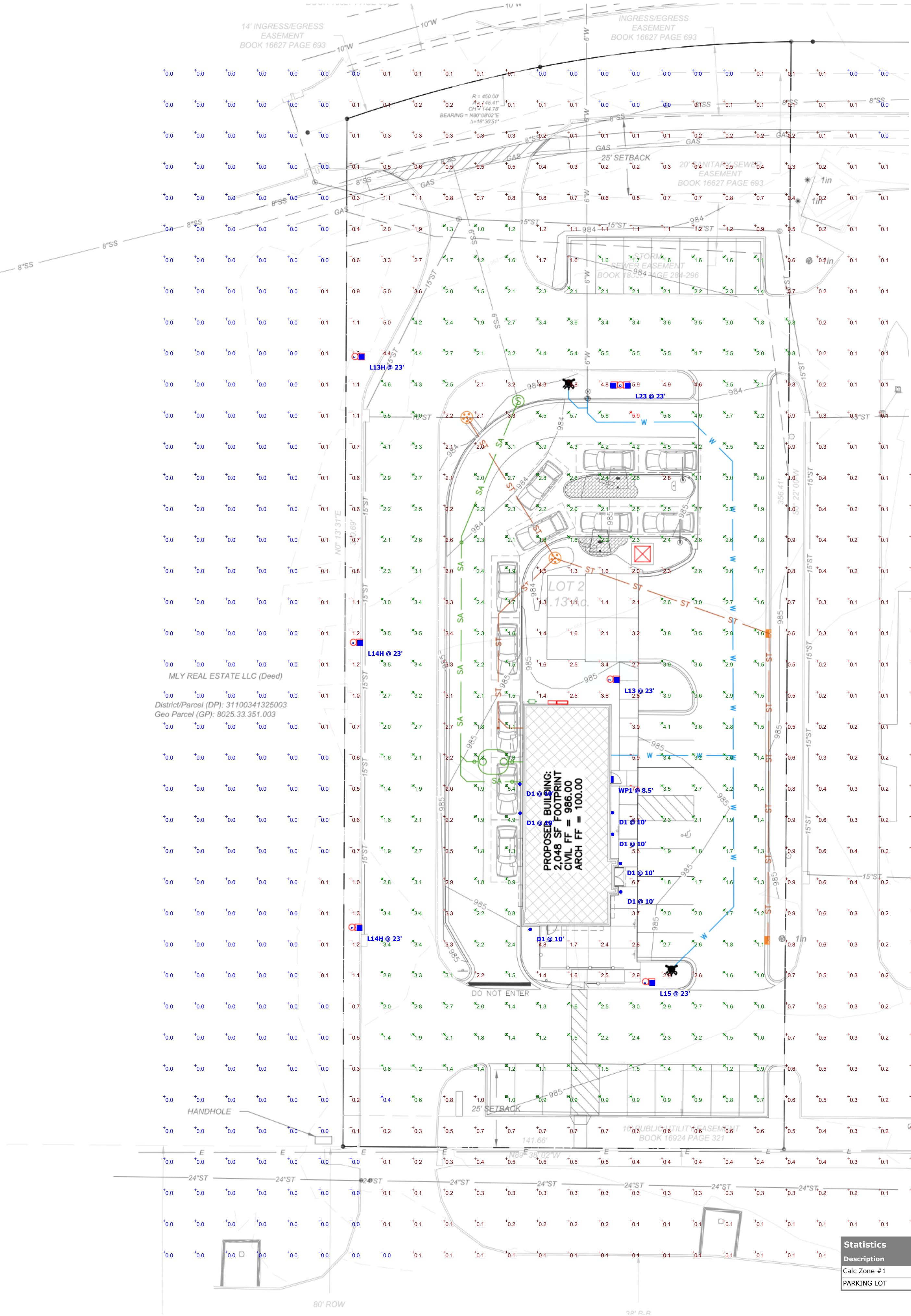
JOB NUMBER

2217320

SHEET NUMBER

C2.3





DESCRIPTION

The Lumark WP Pak wall luminaire provides traditional architectural style with high performance energy efficient illumination. Rugged die-cast aluminum construction, stainless steel hardware along with a sealed and gasketed optical compartment make the WP Pak virtually impervious to corrosion. The WP Pak's high efficiency LED source including patented energy efficient LED, pulse start metal halide and high pressure sodium, UL/ULC wet location listed. The WP Pak wall luminaire is ideal for pathway illumination, building entrances, vehicle ramps, schools, tennis, savings and loading docks.

FEATURES

Heating
Rugged one-piece die-cast aluminum housing and bracket, removable die-cast aluminum door. One-piece silicone gasket seals the optical chamber. UL 1588 wet location listed and IP66 ingress protection rated.

Electrical
Ballast, LED driver and related electrical components are hard mounted to the die-cast housing for optimal heat sinking and operating efficiency. Wiring is extended through a silicone gasket at the back of the housing. Three 1/2" threaded conduit entry points allow for three-branch wiring. LED thermal management system incorporates ballast conduction and natural convection to transfer heat rapidly away from LED source. Integral LED electronic driver incorporates internal wiring designed to withstand a 6kV surge test and is Class 2 rated, for 120-277V with an operating temperature of 40°C to 95°C. WP

Optical
Highly reflective anodized aluminum reflectors provide high efficiency illumination. Optical assemblies include impact resistant bonded reflective glass and full cutoff BSA compliant standard LED luminaires are thermally optimized with three luminaire configurations. Patented, solid state LED luminaires are available in horizontal medium or mogul base metal halide (MH) or high pressure sodium (HPS) lamps.

Door Assembly
Single point, cast stainless steel hardware secures the removable hinged door allowing for ease of installation and maintenance. Door assembly is hinged at the bottom for easy removal, installation and re-lamping.

Finish
Finished in five stage super TSC polyester powder coat paint. 2.5 mil nominal thickness for superior protection against fade and wear. Standard color is bronze. Additional colors available in white, gray, bronze, black, dark platinum and graphite metallic. Consult your lighting representative at Cooper Lighting Solutions for a complete selection of standard colors. Options to meet Bay Area and other domestic preference requirements.

Efficiency Standards Notice
Select luminaires are manufactured to USA and California efficiency regulations.

WP WAL-PAK
27, 32 and 40W
250 - 400W
Pulse Start Metal Halide
250 - 400W
High Pressure Sodium

WALL MOUNT LUMINAIRE

TECHNICAL DATA
UL/ULC wet location listed
40°C Maximum Ambient Temperature
Natural Supply Wiring 90°C Minimum
(UL/ULC, ALULC, Type 30 Compliant)
UL94 V-0 Rated Construction
"Duragrip" Duragrip

ENERGY DATA
CFL Ballast Input Watts
250W @ 120V
250W @ 277V
400W @ 120V
400W @ 277V
400W @ 120V
400W @ 277V

SHIPPING DATA
Approximate Weight
28.42 lbs (15.15 kg)

COOPER LIGHTING SOLUTIONS
701 Millersville Blvd. Greenville, South Carolina 29607
www.progresslighting.com

PROGRESS LIGHTING
Product Type:
Location:
Contact:
P5642-20
Cylinder

DEST
Distric
Geo P

Category: Outdoor
Finish: Antique Bronze (Powder Coat Protection)
Construction: cast aluminum construction

Mounting: Wall mounted
Electrical: Prewired
Lamping: Quantity: two 250 W max. P5642-20 or LED equivalent
Additional Information: UL/ULC Damp Location Listed
1-year Limited Warranty

Back plate covers a standard 4" recessed outlet box. 4.5" W, 4.5" H, 2.91" depth

Width: 6 in
Height: 8 in
Depth: 8 7/8 in
H/CTR: 8 in

701 Millersville Blvd. Greenville, South Carolina 29607
www.progresslighting.com
Rev. 07/20

Lumark

Catalog #
Project
Comments
Prepared by

Type
Date

OVERVIEW

Lumen Package	7000 - 48,000
Voltage Range	48 - 480
Efficiency Range (lm/w)	97 - 360
Weight (lb/pkg)	30 (15.6)

QUICK LINKS

Ordering Guide	Performance	Photometrics	Dimensions
----------------	-------------	--------------	------------

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square or round poles.
- Fixtures are finished with LSI's Duragrip® polyester powder coat finishing process. The Duragrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 37 lbs in carton.

Optical System

- State-of-the-art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity inIES Types 2, 3, SW, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmission of 95%.
- Zero uplight.
- Available in 5000K, 4000K and 3000K color temperatures per ANSI C78-377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 95.
- Integral lower (L) and house-side shield (H) options available for improved backlight control without sacrificing street side performance. See page 9 for more details.

Electrical

- High performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (0% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- LSI Calculated Life -100K Hours (See Lumen Maintenance on Page 5)
- Operating temperature: -40°C to +50°C (-40°F to +122°F). CUL and ALULC lumen packages rated to +40°C.
- Power factor: >90
- Input power stays constant over life.
- Field replaceable 150W surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C84.41.2).
- High efficiency LEDs mounted to metal-core circuit board to maximize heat dissipation.
- Components are fully encased in potting material for moisture resistance. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared (PIR) motion and photocell sensor (see page 9 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app.
- LSI's Anti-park™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 9 for more details).

Installation

- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional 3" drill pattern B3 for easy fastening of LSI products. (See drawing on page 9)

Warranty

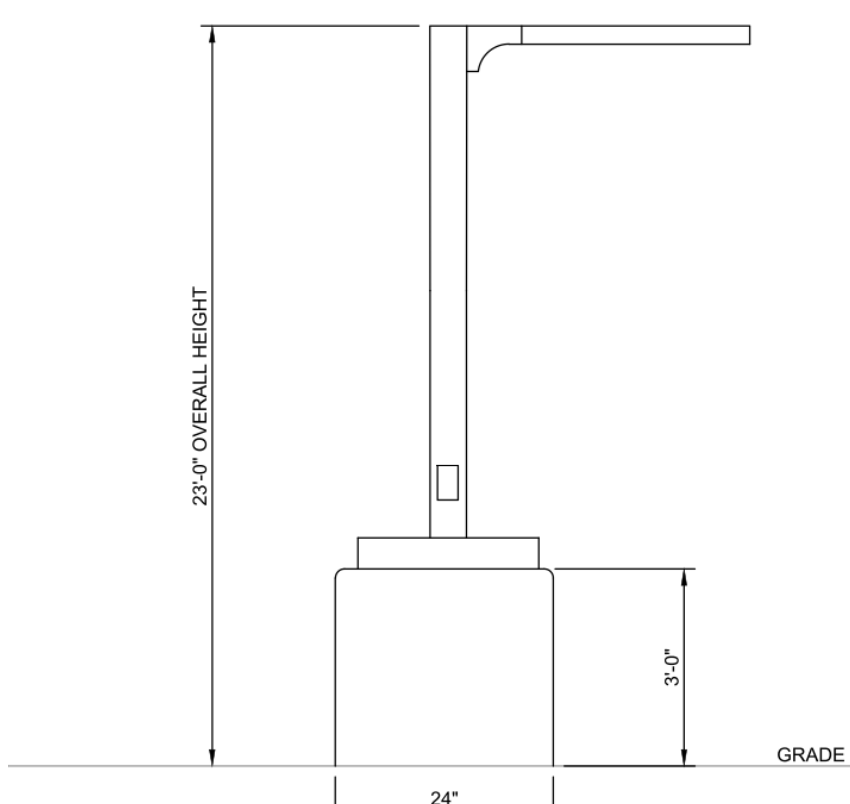
- LSI LED Fixtures carry a 5-year warranty.

Listings

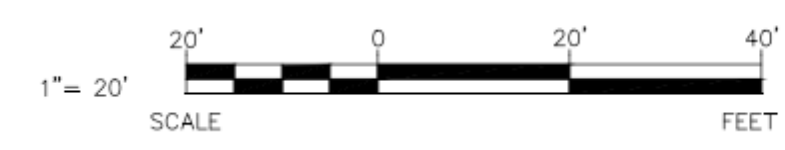
- Listed to UL 1598 and UL 8750.
- Meets Bay Area Air Quality Requirements.
- DA compliant, with 3000K color temperature selection.
- Type 24 Compliant, see local ordinance for qualification information.
- LSI's LED Fixtures carry a 5-year warranty.
- IP66 rated Luminaires per IEC 60598.
- 30 rated for wet locations.
- IP66 rated Luminaires per IEC 60598.
- 30 rated for wet locations.
- IP66 rated Luminaires per IEC 60598.
- 30 rated for wet locations.

Designlights Consortium (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/DLC to confirm which versions are qualified.

Patented Silicone Optics (US Patent NO. 10,896,958 B2)
Rugged rated luminaires per IEC 60598 mechanical impact code
Specifications and dimensions subject to change without notice.



Statistics					
Description	Symbol	Avg	Max	Min	Max/Min
Calc Zone #1	+	1.0 fc	7.0 fc	0.0 fc	N/A
PARKING LOT	X	2.4 fc	5.9 fc	0.4 fc	14.8:1



CIVIL SITE PHOTOMETRIC PLAN & DETAILS

EXCEL

ARCHITECTS • ENGINEERS • SURVEYORS

Always a Better Plan

100 Camelot Drive
Fond du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

PROJECT INFORMATION

NEW BUILDING FOR:

TACO BELL - BLACK RIVER BELLS

2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES

MAY 23, 2022
JUNE 29, 2022

JOB NUMBER

2217320

SHEET NUMBER

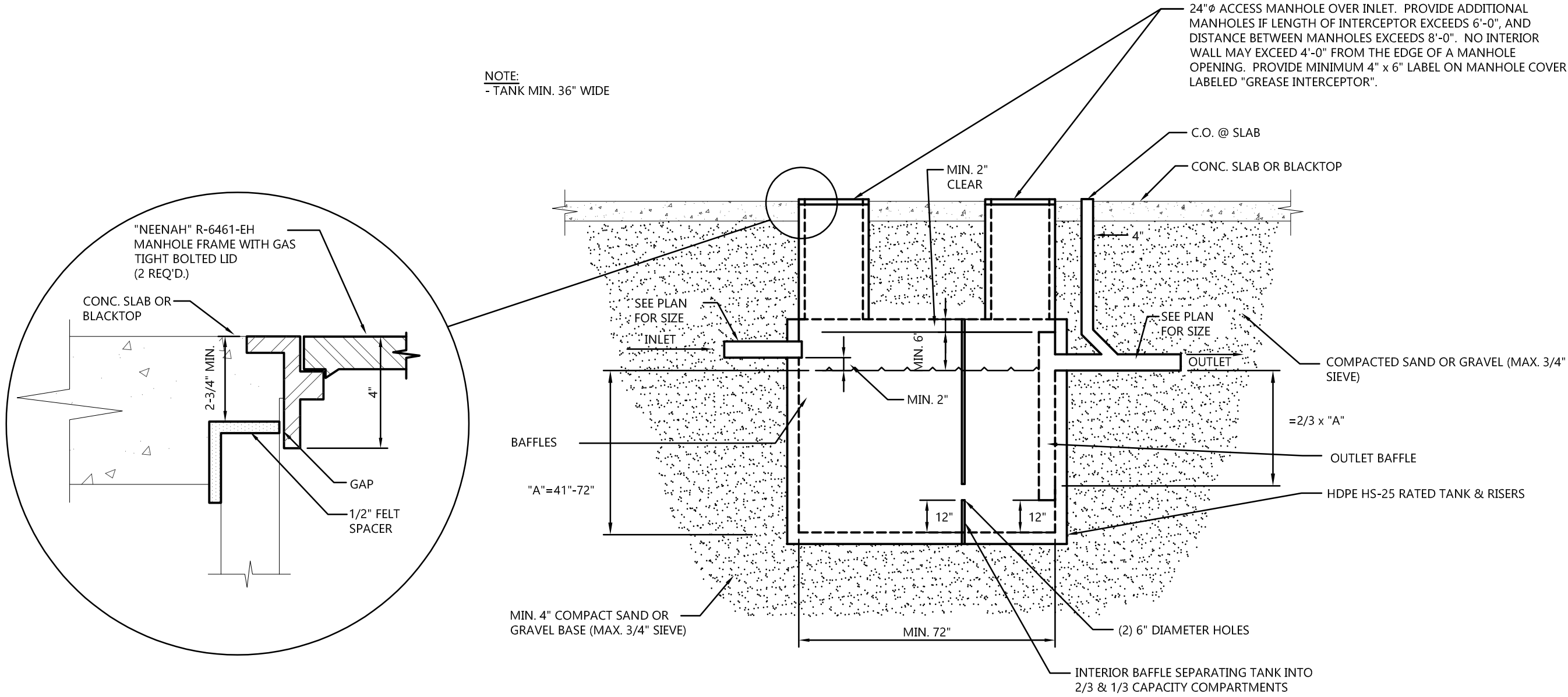
C3.1

NOT FOR CONSTRUCTION

EXTERIOR GREASE INTERCEPTOR SCHEDULE (GI)										
NO.	MAT'L	LENGTH (INCHES)	DIAMETER (INCHES)	LIQUID LEVEL (INCHES)	CAPACITY (GAL.)	INLET & OUTLET SIZE	MANHOLES	APPROX. COVER DEPTH	MODEL	REMARKS
1	HDPE	104	86	47	1250	4"	(1)	10.5' (2)	WEHD1250GI	WEISER

- ACCEPTABLE MANUFACTURERS: WEISER, CREST OR EQUAL.
- (1) SEE EXTERIOR GREASE INTERCEPTOR DETAIL FOR ADDITIONAL INFORMATION.
- (2) SEE SITE UTILITY DRAWINGS FOR COVER DEPTH TO DETERMINE RISER LENGTHS. DEPTH SHOWN IS AN ESTIMATION.

GREASE INTERCEPTOR CALCULATIONS						
FIXTURE	NUMBER OF	LENGTH (INCHES)	DEPTH (INCHES)	VOLUME (CU. IN.)	VOLUME (GALLONS)	0.75 x
						VOLUME (GPM)
S-1	3	10	5	2,100	9	7
S-2	3	102	12	113,832	493	370
S-3	1	21	14	4,704	20	15
TOTAL (MINIMUM FLOW RATE)						392
MINIMUM GREASE HOLDING CAPACITY						783
HOLDING CAPACITY OF SINKS						392 GALLONS
REQUIRED LIQUID HOLDING CAPACITY						392 GALLONS



EXTERIOR GREASE INTERCEPTOR

NO SCALE

PROJECT INFORMATION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES

MAY 23, 2022
JUNE 8, 2022

NOT FOR CONSTRUCTION

JOB NUMBER

2217320

SHEET NUMBER

C3.2

PROJECT INFORMATION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
2227 E. 1ST STREET • GRIMES, IA 50111

PROFESSIONAL SEAL

PRELIMINARY DATES
MAY 23, 2022
JUNE 8, 2022

JOB NUMBER
2217320

SHEET NUMBER
A4.3

NOT FOR CONSTRUCTION





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

AGENDA MEMO

For Meeting of July 12, 2022

AGENDA HEADING:

Legacy at James Street Plat 1 – Preliminary Plat

SYNOPSIS:

The applicant is requesting approval of a preliminary plat for the Legacy at James Street Plat 1, which will allow for the future subdivision of the 77.93-acre property. The preliminary plat consists of six lots for commercial and limited light industrial use. The site was previously known as the Herndon Property, and was rezoned from A-1 to M1-A. The site also resides with the Transportation Corridor Mixed Use Development Overlay District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Herndon Property rezone from A-1 to M1-A - 2022

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval - 07/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Legacy at James Street Plat 1 preliminary plat subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: June 5, 2022
RE: Legacy at James Street Plat 1 – Preliminary Plat

GENERAL INFORMATION:

Applicant:

Anderson Properties

Requested Action

Preliminary Plat

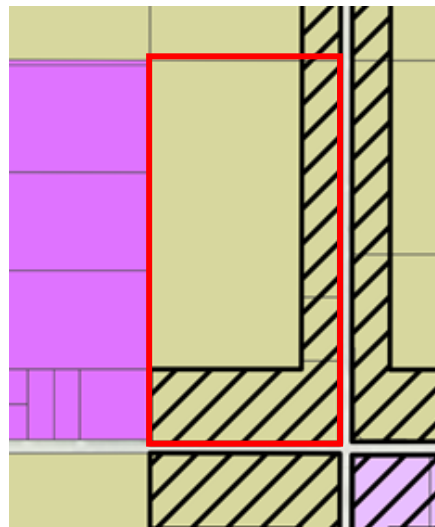
Location

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	M1-A
North	Vacant	Business Park	A-1
South	Vacant	Business Park	A-1
East	Vacant	Business Park and Future Parks & Rec	M-2
West	Industrial	General Industrial	A-1

BACKGROUND:

The applicant is requesting approval of a preliminary plat for the Legacy at James Street Plat 1, which will allow for the future subdivision of the 77.93-acre property. The preliminary plat consists of six lots for commercial and limited light industrial use. The site was previously known as the Herndon Property, and was rezoned from A-1 to M1-A. The site also resides with the Transportation Corridor Mixed Use Development Overlay District.

ANALYSIS:*Site Layout:*

The site will consist of six development lots, with warehouse space and office buildings being the primary intended uses for the site. Stormwater basins will be provided for each individual lot. Internal streets will run through the site to provide connectivity for users and access for the Fire Department.

Intersections along S James Street and SW 28th Street will be widened to three lanes, with 50' diagonal rights-of-way per the FOTH Infrastructure & Environment study. The southern half of SW 28th Street will be constructed by the applicant, with the northern half completed by the city for future development. A sidewalk connection will be installed along SW 37th Street and connect to a 10' trail up S James Street.

Landscaping/Streetscape:

All loading docks and overhead doors will be screened from the right-of-way. Landscaping will be placed along SW 37th Street and S James Street, as well as along the delineated stream to provide additional buffering between the development and wetlands.

Utilities:

Water service will be provided to all lots. The watermain from SW 37th Street to the north will be public. Sanitary sewer connections will extend to each lot, and up to SW 37th Street for future development to the south. Ingress/egress easements will be placed throughout the site to allow connectivity through each lot, while storm sewers will be placed below the private roadways that cross over the delineated stream.

STAFF RECOMMENDATION:

Staff would recommend approval of the Legacy at James Street Plat 1 preliminary plat 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

June 2, 2022

June 22, 2022

Anderson Properties

Attn: Mark Anderson

4451 NW Urbandale Drive

Urbandale, IA 50322

RE: Legacy at James Street Plat 1 Preliminary Plat

Dear Mr. Anderson:

The Development Services Department is in receipt of a proposed Preliminary Plat for the Legacy at James Street Plat 1. Based on the review of the provided submittal materials, staff have the following comments:

Page 1:

1. ~~Reference M1-A zoning change agreement from A-1.~~ **Please state that the zoning changed from A-1 to M-1A.**
2. ~~Please include the acreage lot within Lot 4.~~
3. ~~Staff questions why Outlot Z is not included in the preliminary plat.~~
4. ~~Please provide a concept plan for the preliminary plat. You may use the same concept for the rezoning.~~
5. ~~Please provide parking calculations.~~ **Please list and provide proper parking requirements:**
 - a. ~~Business/ Professional Office: Three (3) spaces per 1,000 square feet~~
 - b. ~~Wholesale establishment/Warehouse: One (1) space for each two (2) employees, but no case less than one (1) space for each two thousand (2,000) square feet of gross floor area~~
6. ~~Please show service lines for water and sewer.~~
7. ~~Provide Construction Drawings for water and sewer.~~
8. ~~Provide a preliminary stormwater management plan.~~

9. ~~Please provide separate sheets so staff can easily see easements, utility locations, etc.~~

10. ~~Please include the following addresses:~~

a. ~~Lot 1: 501 SW 37th Street. Suite 100 will be on the south end/office, and Suite 200 will be on the north end/office.~~

b. ~~Lot 2: 355 SW 37th St~~

c. ~~Lot 3: 3310 S James St~~

d. ~~Lot 4: 3510 S James St~~

e. ~~Lot 5: 500 SW 28th St~~

f. ~~Lot 6: 300 SW 28th St~~

Page 2:

1. ~~Please show an ingress/egress easement through Lot 1 for Lot 3.~~

2. ~~Please show an ingress/egress easement through Lot 4 to Lot 1.~~

3. ~~Please show an ingress/egress easement through Lot 2 to Lot 4.~~

4. ~~Please show an ingress/egress easement through Lot 4 and Outlot Z, to Lot 3.~~

5. ~~Please show easements over the storm water basins.~~

6. ~~Please provide an overland flowage easement for the stream channel area.~~

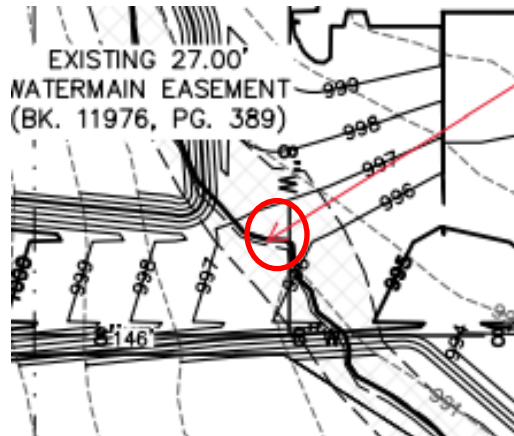
7. ~~Extend Sanitary Sewer to SE 37th Street for property south of SE 37th Street.~~

8. ~~Extend water east along private drive to South James Street main.~~

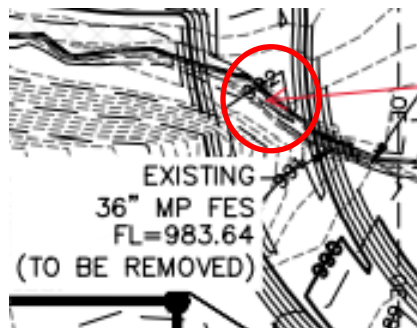
9. ~~Please provide a PUE along South James and SE 37th Street.~~

10. ~~Please provide sidewalk along SE 37th Street and Trail along South James.~~

11. ~~Please show proposed storm sewer at crossings.~~



~~12. Please show proposed storm sewer.~~

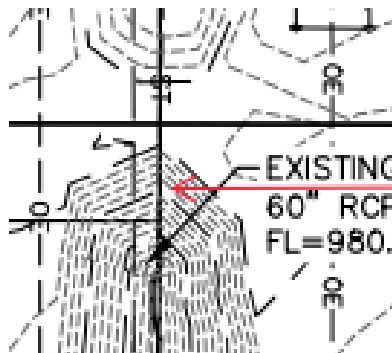


~~13. Chamfer ROW per FOTH study at intersections.~~

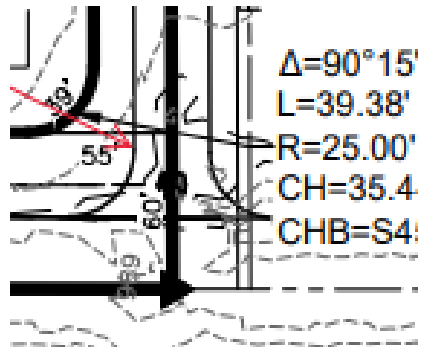
~~14. Please update the trail along S James Street to 10'.~~

Page 3:

1. Please provide final stream/wetland delineation report.
2. ~~Chamfer ROW per FOTH study at intersections.~~
3. ~~Please revise the intersection at SW 28th and South James to a 3 lane section.~~ Please rename NE 28th Street to SW 28th Street.
4. ~~Will this be used as a crossing for future phasing, or left as is?~~



5. Please show water service line for all lots.
6. Show stormwater along delineated stream.
7. Please show the correct Sanitary sewer.
8. Where is the break for Street Lot C?



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

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~June 8, 2022~~
June 28, 2022
(1 PDF of Preliminary Plat)

PLANNING & ZONING: July 5, 2022 at 5:30 at the Grimes City Hall

COUNCIL MEETING: **July 12, 2022** 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,

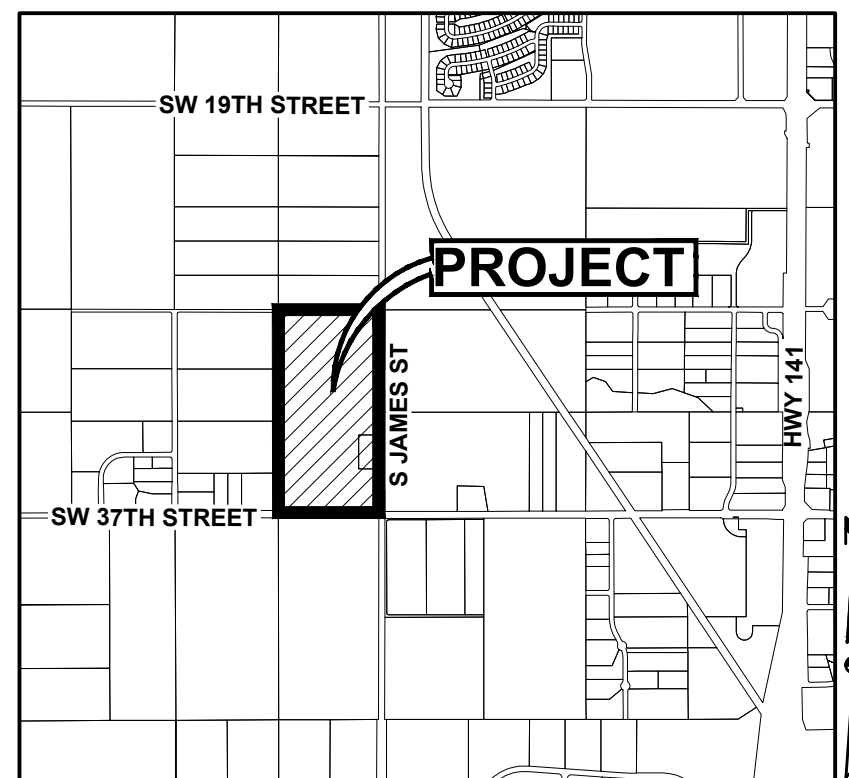
Molly Mannel
Assistant Planner

PRELIMINARY PLAT FOR: LEGACY AT JAMES STREET PLAT 1

GRIMES, IOWA

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

OWNER

IPE1031 REV418 LLC
4451 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

APPLICANT

ANDERSON PROPERTIES
CONTACT: MARK ANDERSON
4451 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 270-6104

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: ERIN OLLENDIKE
EMAIL: ERINO@CDA-ENG.COM
PH: (515) 369-4400
FX: (515) 369-4410

ZONING

PREVIOUS ZONING A-1: AGRICULTURAL DISTRICT

CURRENT ZONING M1-A: COMMERCIAL LIMITED
LIGHT INDUSTRIAL & TRANSPORTATION
CORRIDOR MIXED USE DEVELOPMENT OVERLAY
DISTRICT.

DATE OF SURVEY

OCTOBER 16, 2021

BENCHMARKS

- 3RD HYDRANT NORTH OF 37TH ON EAST
SIDE OF BROOKSIDE DRIVE
ELEVATION=1005.76
- HYDRANT @ NE CORNER OF 37TH AND
BROOKSIDE DRIVE
ELEVATION=1003.02

ADDRESSES

LOT 1: 501 37TH STREET, SUITE 100 (SOUTH OFFICE)
501 37TH STREET, SUITE 200 (NORTH OFFICE)
LOT 2: 355 SW 37TH STREET
LOT 3: 3310 S JAMES STREET
LOT 4: 3510 S JAMES STREET
LOT 5: 500 SW 28TH STREET
LOT 6: 300 SW 28TH STREET

PRELIMINARY PLAT DESCRIPTION

PARCEL "B" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 8038, PAGE 376, BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 77.93 ACRES (3,394,751 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD INCLUDING RIGHT-OF-WAY EASEMENT ALONG THE SOUTHERLY AND EASTERLY SIDES THEREOF, CONTAINING 3.01 ACRES.

PARKING REQUIREMENTS

- REQUIRED BUSINESS/PROFESSIONAL OFFICE
3 SPACE PER 1,000 SF OF OFFICE
(10,000 SF/1,000 SF = 30 SPACES)

WHOLESALE ESTABLISHMENT/WAREHOUSE
THE GREATER OF:
1 SPACE PER 2 EMPLOYEES
12 EMPLOYEES PER WAREHOUSE/STORAGE SUITE
((2 SUITES X 12 EMPLOYEES)/2 = 12 SPACES)

OR

1 SPACE PER 2,000 SF OF STORAGE
(950,000 SF/2,000 SF = 475 SPACES)

TOTAL REQUIRED: 475+30=505 SPACES

TOTAL PROVIDED: 1,064 SPACES

ACCESSIBLE PARKING:
REQUIRED = 20 STALLS
PROVIDED = 20 STALLS

LOADING SPACES

REQUIRED
1 LOADING SPACE + 1 LOADING
SPACE/20,000 SF OVER 10,000 SF
OF BUILDING AREA
(1 SPACE + (950,000 SF - 10,000
SF)/20,000 SF = 48 SPACES)

TOTAL REQUIRED: 48 SPACES

TOTAL PROVIDED: 48 SPACES

LEGEND

FEATURES

PROPOSED

GROUND SURFACE CONTOUR

TYPE SW-501 STORM INTAKE

TYPE SW-502 STORM INTAKE

TYPE SW-503 STORM INTAKE

TYPE SW-505 STORM INTAKE

TYPE SW-506 STORM INTAKE

TYPE SW-512 STORM INTAKE

TYPE SW-513 STORM INTAKE

TYPE SW-401 STORM MANHOLE

TYPE SW-402 STORM MANHOLE

FLARED END SECTION

TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT

WATER VALVE

FIRE HYDRANT ASSEMBLY

SIGN

DETECTABLE WARNING PANEL

SANITARY SEWER

STORM SEWER

WATERMAIN WITH SIZE

SURVEY

SECTION CORNER

1/2" REBAR, YELLOW CAP #18660

(UNLESS OTHERWISE NOTED)

ROW MARKER

ROW RAIL

PLATTED DISTANCE

MEASURED BEARING & DISTANCE

RECORDED AS

DEED DISTANCE

CALCULATED DISTANCE

CURVE ARC LENGTH

MINIMUM 100 YEAR FLOOD

PROTECTION ELEVATION

CENTERLINE

SECTION LINE

1/4 SECTION LINE

1/4 1/4 SECTION LINE

EASEMENT LINE

LOT LINE

RIGHT OF WAY

BUILDING SETBACK

PLAT BOUNDARY

EXISTING

GROUND SURFACE CONTOUR

SANITARY MANHOLE

WATER VALVE BOX

FIRE HYDRANT

WATER CURB STOP

WELL

STORM SEWER MANHOLE

STORM SEWER SINGLE INTAKE

STORM SEWER DOUBLE INTAKE

FLARED END SECTION

DECIDUOUS TREE

CONIFEROUS TREE

DECIDUOUS SHRUB

CONIFEROUS SHRUB

ELECTRIC POWER POLE

GUY ANCHOR

STREET LIGHT

POWER POLE W/ TRANSFORMER

UTILITY POLE W/ LIGHT

ELECTRIC BOX

ELECTRIC TRANSFORMER

ELECTRIC MANHOLE OR VAULT

TRAFFIC SIGN

TELEPHONE JUNCTION BOX

TELEPHONE MANHOLE/VAULT

TELEPHONE POLE

GAS VALVE BOX

CABLE TV JUNCTION BOX

CABLE TV MANHOLE/VAULT

MAIL BOX

BENCHMARK

SOIL BORING

UNDERGROUND TV CABLE

GAS MAIN

FIBER OPTIC

UNDERGROUND TELEPHONE

OVERHEAD ELECTRIC

UNDERGROUND ELECTRIC

FIELD TILE

SANITARY SEWER W/ SIZE

STORM SEWER W/ SIZE

WATER MAIN W/ SIZE

FOUND

SECTION CORNER

1/2" REBAR, YELLOW CAP #18660

(UNLESS OTHERWISE NOTED)

ROW MARKER

ROW RAIL

PLATTED DISTANCE

MEASURED BEARING & DISTANCE

RECORDED AS

DEED DISTANCE

CALCULATED DISTANCE

CURVE ARC LENGTH

MINIMUM 100 YEAR FLOOD

PROTECTION ELEVATION

CENTERLINE

SECTION LINE

1/4 SECTION LINE

1/4 1/4 SECTION LINE

EASEMENT LINE

LOT LINE

RIGHT OF WAY

BUILDING SETBACK

PLAT BOUNDARY

SET

SECTION CORNER

1/2" REBAR, YELLOW CAP #18660

(UNLESS OTHERWISE NOTED)

ROW MARKER

ROW RAIL

PLATTED DISTANCE

MEASURED BEARING & DISTANCE

RECORDED AS

DEED DISTANCE

CALCULATED DISTANCE

CURVE ARC LENGTH

MINIMUM 100 YEAR FLOOD

PROTECTION ELEVATION

CENTERLINE

SECTION LINE

1/4 SECTION LINE

1/4 1/4 SECTION LINE

EASEMENT LINE

LOT LINE

RIGHT OF WAY

BUILDING SETBACK

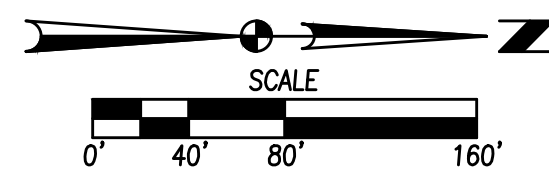
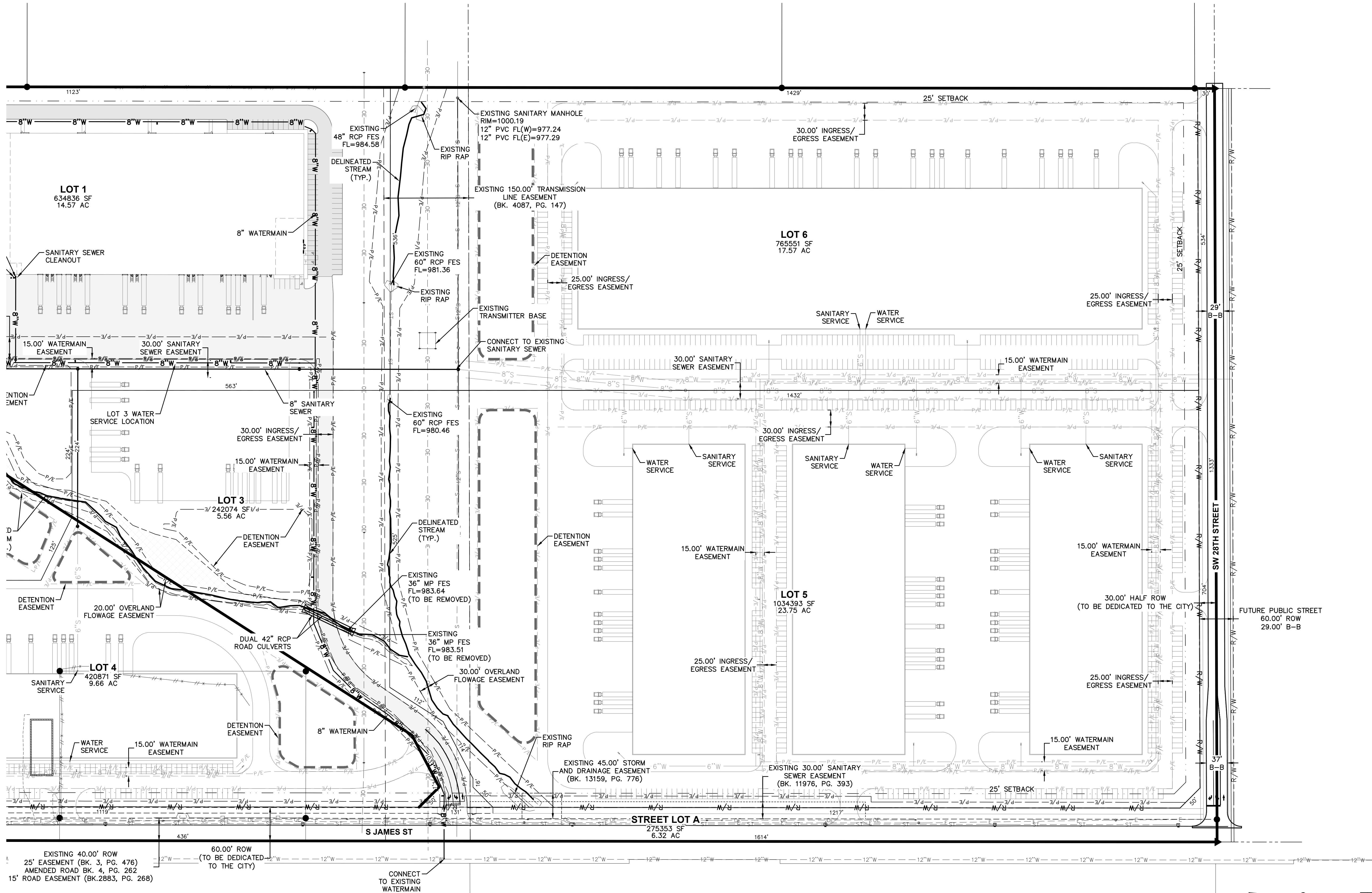
PLAT BOUNDARY

NOTES:

- EACH LOT WILL BE RESPONSIBLE FOR THEIR OWN DETENTION AT THE TIME THEY DEVELOP.
- CONCEPTUAL PLANS SHOWN ARE PRELIMINARY. AS EACH LOT IS SOLD THE OWNER WILL SUBMIT A SITE PLAN DETAILING OUT THE SPECIFICS OF THEIR DEVELOPMENT.
- INGRESS/EGRESS EASEMENTS ARE SHOWN TO ILLUSTRATE THAT ACCESS THROUGH EACH LOT NEEDS TO HAVE AN EASEMENT FOR CONNECTION BETWEEN THE LOTS. FINAL LOCATION TO BE DETERMINED AS EACH LOT DEVELOPMENT. EASEMENTS SHALL BE RECORDED WITH EACH SITE PLAN.
- DETENTION EASEMENTS SHOWN ARE PRELIMINARY. AS EACH LOT DEVELOPS AND PROVIDES DETENTION AN EASEMENT SHALL BE RECORDED ALONG WITH A MAINTENANCE AGREEMENT.

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.	
	ERIN OLLENDIKE, P.E. LICENSE #16926 LICENSE RENEWAL DATE IS DECEMBER 31, 2023 PAGES OR SHEETS COVERED BY THIS SEAL:	DATE
ALL SHEETS		

FILE: H:\2021\210780\DWG\210780-PRELIMINARY PLAT.DWG
DATE PLOTTED: 6/24/2022 8:04 PM
COMMENTS: ENCL. 2
DESIGNED BY: J. GAVANON, MGD&A



3

5

2110.780

LEGACY AT JAMES STREET PLAT 1

PRELIMINARY PLAT

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

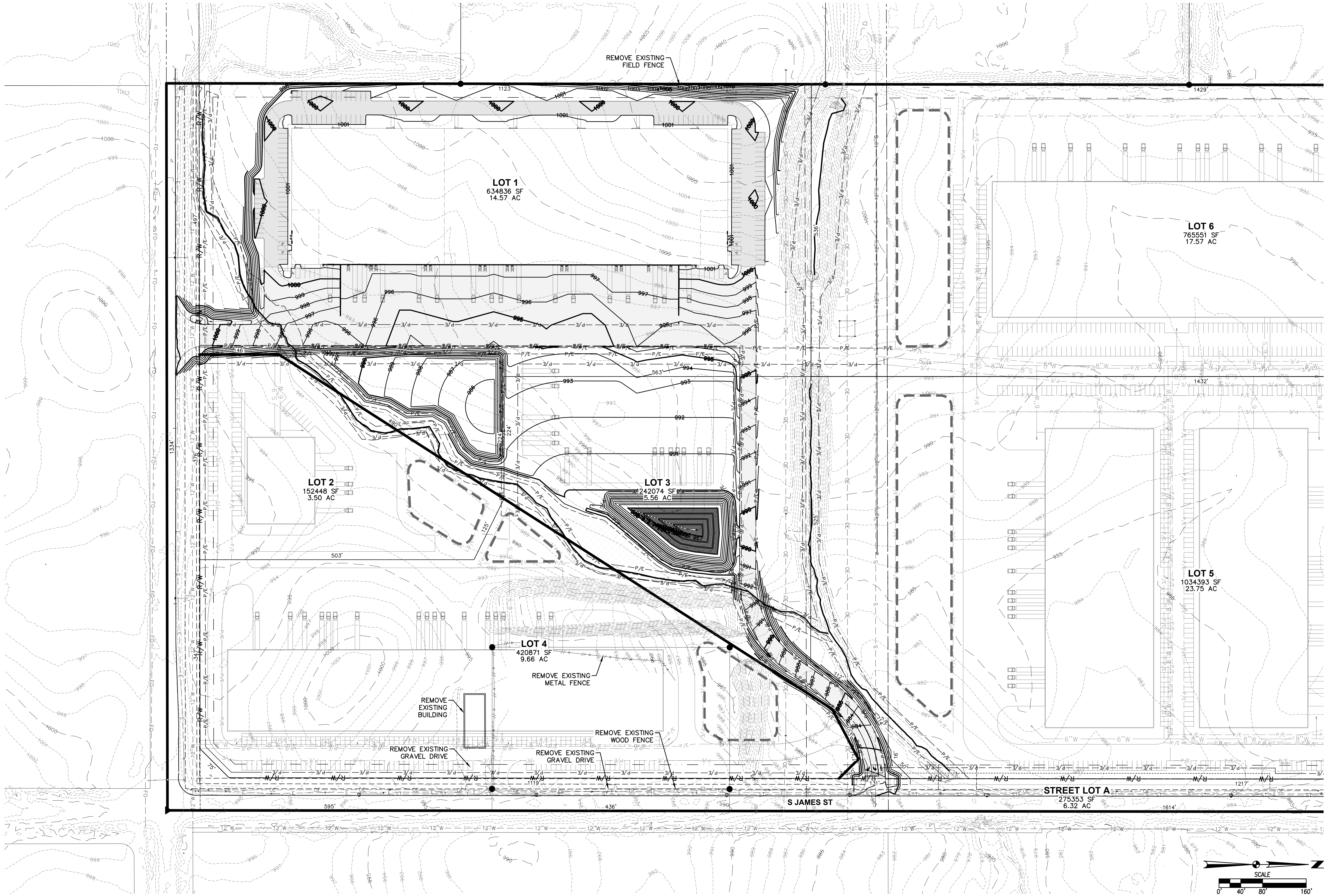
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: GH/JWM

ENGINEER: EKO

DATE	REVISIONS
06/30/2022	THIRD SUBMITTAL
06/08/2022	SECOND SUBMITTAL
05/17/2022	FIRST SUBMITTAL

FILE: H:\2021\210780\DWG\210780-PRIMINARY PLAT.DWG
COMMENTS: 210780-PRIMINARY PLAT
PLOT: 6/24/2022 8:04 PM
PLOT: 6/24/2022 8:04 PM
PLOT: 6/24/2022 8:04 PM



4

LEGACY AT JAMES STREET PLAT 1

PRELIMINARY PLAT

5

2110.780

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

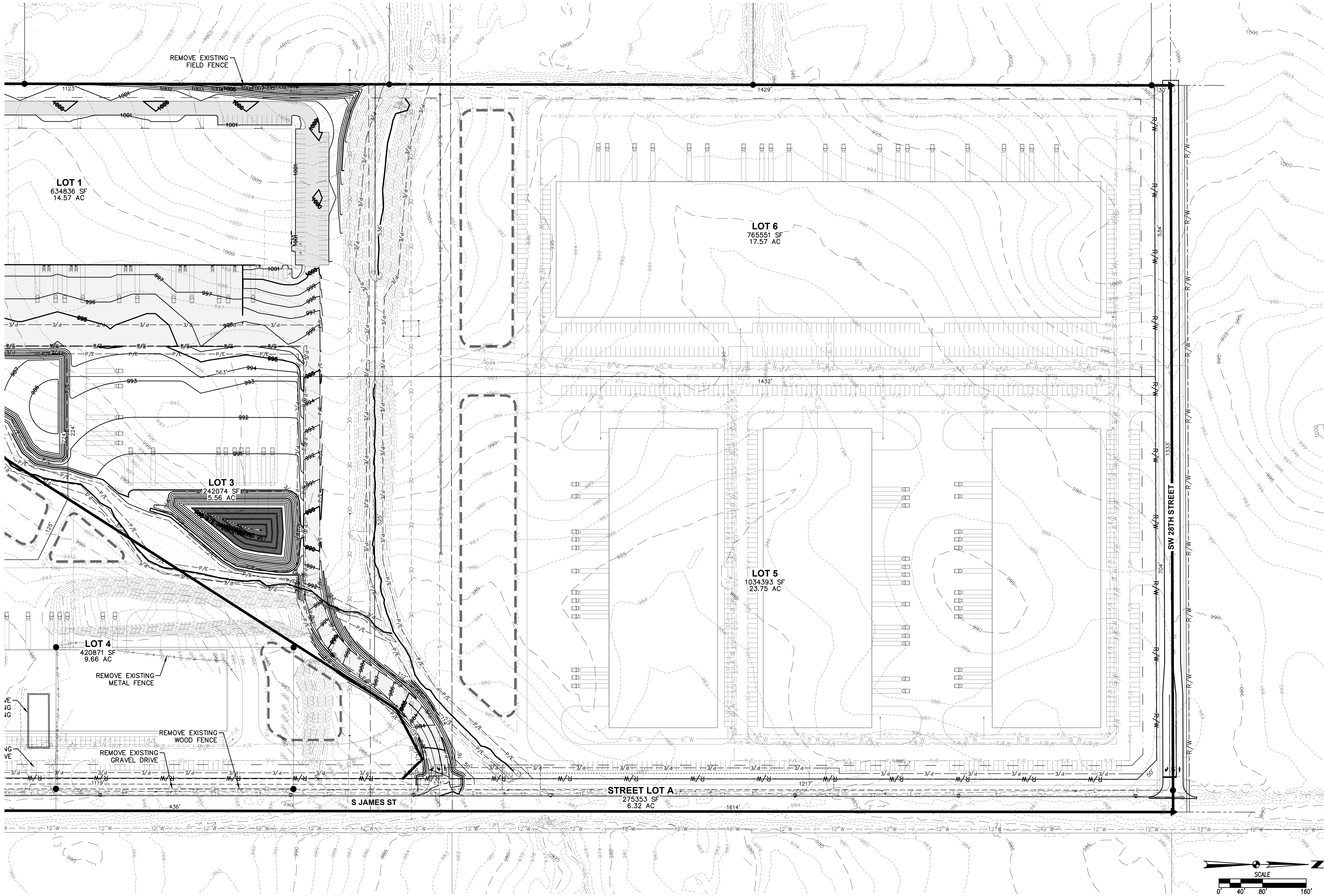
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO

ENGINEER: GH/JWM

REVISIONS	DATE
THIRD SUBMITTAL	06/30/2022
SECOND SUBMITTAL	06/08/2022
FIRST SUBMITTAL	05/17/2022

FILE: H:\2021\2110780\DWG\2110780-PRIMARY PLATINGS
PLOTED BY: QUANTON MCDONALD
DATE: 6/24/2022 8:04 PM
COMMENTS: ENSURE



5

LEGACY AT JAMES STREET PLAT 1

PRELIMINARY PLAT

5

2110.780

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO

ENGINEER: GH/JWM

REVISIONS

DATE	REVISIONS
06/30/2022	THIRD SUBMITTAL
06/08/2022	SECOND SUBMITTAL
05/17/2022	FIRST SUBMITTAL



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

AGENDA MEMO

For Meeting of July 12, 2022

AGENDA HEADING:

Donovan Marine Grimes Site Plan

SYNOPSIS:

The applicant is requesting approval of a site plan to build a 200,000 square foot warehouse and office space. Donovan Marine Grimes provides marine-related products and services internationally. The site consists of Lots 1 and 3 of Legacy at James Street Plat 1. Previously known as the Herndon Property, the site was rezoned from A-1 to M1-A and also resides with the Transportation Corridor Mixed Use Development Overlay District. A private street that cuts through the site and provides a connection between S James Street and SW 37th Street will also be constructed during the building of Donovan Marine Grimes.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Herndon Property rezone from A-1 to M1-A - 2022

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval - 07/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Donovan Marine Grimes site plan subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: June 5, 2022
RE: Donovan Marine Grimes – Site Plan

GENERAL INFORMATION:

Applicant:

Anderson Properties

Requested Action

Site Plan

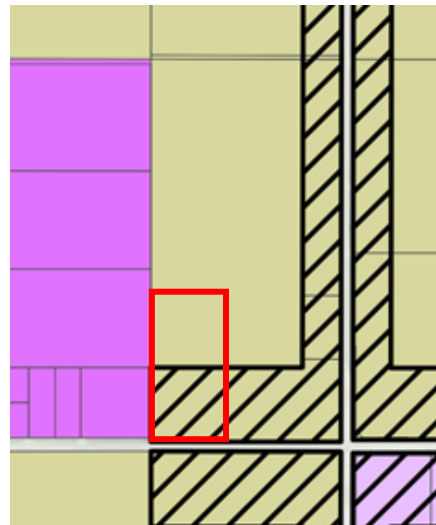
Location

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	M1-A
North	Vacant	Business Park	A-1
South	Vacant	Business Park	A-1
East	Vacant	Business Park and Future Parks & Rec	M-2
West	Industrial	General Industrial	A-1

BACKGROUND:

The applicant is requesting an approval of a site plan for a 200,000 square foot warehouse and office space. Donovan Marine Grimes provides marine-related products and services internationally. The site consists of Lots 1 and 3 of Legacy at James Street Plat 1. Previously known as the Herndon Property, the site was rezoned from A-1 to M1-A and also resides with the Transportation Corridor Mixed Use Development Overlay District.

ANALYSIS:*Building/Elevations:*

The proposed building will consist of precast concrete paneling. The façade will contain various grey-toned panels and heights that will add architectural detailing throughout the exterior. 48% of the south elevation facing SW 37th Street will consist of glazing, with continuous glazing elements on each side of the building.

Site Layout:

The site will be accessed off of SW 37th Street, and S James Street. Pedestrian connectivity will be provided along SW 37th Street and a private sidewalk up to Donovan. Two office spaces will be built within the SE and NE corner of the building.

Parking:

The site will provide the adequate amount of parking spaces. 149 spaces will be provided, with room for 70 future additional parking spaces along the western edge of the site. A retaining wall will be built to in addition to those spaces when needed.

Landscaping/Streetscape:

The site provides 36% open space, which is more than the required 10% open space. Overhead doors to the east will be screened by a mix of overstory and evergreen trees. Landscaping will be placed along the west edge of the building, south along SW 37th Street, and to the east along the delineated stream.

Utilities:

Water and sanitary services will be connected to the lots. Fire hydrants are placed around the site and will provide adequate service within 150' routes. A storm sewer main will be placed under the private drive off of SW 37th Street, to allow proper flowage of the delineated stream.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Donovan Marine Grimes, 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

~~June 2, 2022~~

June 22, 2022

Anderson Properties

Attn: Mark Anderson

4451 NW Urbandale Drive

Urbandale, IA 50322

RE: Donovan Marine Grimes Site Plan

Dear Mr. Anderson:

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

General Comments:

1. ~~Please update the City Standard Notes attached.~~
2. ~~Legal Description: Change plat to Legacy at James Street.~~
3. Reference M1-A zoning change agreement from A-1. **Please state that the zoning changed from A-1 to M-1A.**
4. Please include future parking calculations. If calculations are over 20%, provide justification and additional open space per the ordinance. **Please list and provide proper parking requirements:**
 - a. **Business/ Professional Office: Three (3) spaces per 1,000 square feet**
 - b. ~~Wholesale establishment/Warehouse: One (1) space for each two (2) employees, but no case less than one (1) space for each two thousand (2,000) square feet of gross floor area~~
5. **Please update the address to:**
 - a. **Lot 1: 501 SW 37th Street. Suite 100 will be on the south end/office, and Suite 200 will be on the north end/office. Please include the southwest before SW 37th Street.**
 - b. ~~Lot 3: 3310 S James Street.~~

- ~~6. What is the purposed usage for Lot 3? If it is just storage, note that a lot tie agreement will be necessary.~~
7. Please show dumpster locations on site plan.
8. Please provide a photometric plan/lighting cut sheet.
- ~~9. Provide Construction Drawings for water and sanitary, and denote as installed.~~
- ~~10. Please provide number of employees during largest shift.~~
- ~~11. Staff would suggest obtaining soil boring/geo-tech across the site.~~
- ~~12. A knoxbox shall be installed near the fire pump room per Section 506.1 of the City of Grimes Fire Code.~~
- ~~13. Please provide ACE permits for stream discharge.~~
14. Provide a copy of the SWPPP for review.
15. Please show the property line as the intended final plat lot line, and include the dimensions.

Sheet C3.0

- ~~1. Show dedicated ROW per Plat. Callout ROW dedication.~~

Sheet C4.0

- ~~1. Callout 8" PCC for driveway to ROW.~~
- ~~2. Please show future sidewalk along SW 37th Street. Provide sidewalk through approach/returns.~~
- ~~3. Please shift sidewalk along SW 37th Street into the ROW to avoid the delineated stream. Please also include a callout stating "Future sidewalk to be constructed by the City with SW 37th Street improvements."~~

Sheet C4.2

- ~~1. Callout 8" PCC for driveway to ROW.~~

- ~~4. Please revise the intersection on James to a three-lane intersection. Please provide the sidewalk through the approach/returns.~~

Sheet C5.0

- ~~1. Please revise the intersection on James to a three-lane intersection.~~

Sheet C5.1

- ~~1. Please provide off site grading details and necessary temporary easements.~~
- ~~2. Please provide retaining wall detail for future parking~~

Sheet C5.2

- ~~1. Verify cross slopes for landing Detail 'C'.~~
- ~~2. Staff questions if the entrance radii is sufficient for truck turning. Please label the 50' radius.~~

Sheet 6.0, 6.1, & 6.2

- ~~1. Additional outlet protection within the basins such as standpipes are recommended during construction. Due to the likely saturated ground conditions the proposed controls may not be able to be installed as planned.~~
- ~~2. Add inlet protection to intakes along 37th and James Street to help catch sediment that may be tracked out from the site.~~
- ~~3. Additional controls recommended to protect existing streams and wetlands.~~
- ~~4. Please verify if there will be a temporary sediment basin located on the site since there is greater than 10 acres of disturbance. Will there be a temporary standpipe at any of the basins?~~
- ~~5. Please call out all overflow points for all the detention ponds.~~
- ~~6. Provide rip rap quantities for all proposed locations of rip rap on the sediment control plan sheets. Please add rip rap quantities to the stabilization tab.~~

7. Please clarify if you are using a hickenbottom or standpipe, and its location for TSB1.
8. Please remove trucks from sheets in Lot 3.
9. Please place riprap around storm outlet TSB1.

Sheet C7.0

1. Please provide a sidewalk connection to the public walk. This can be shown as future.
2. Callout FDC location.
3. ~~Label hydrant on 8" watermain, near ST-13.~~
4. ~~Watermain from 37th street and north will be public. Fire service loop around building will be private. Add valve at public/private connections.~~
5. ~~Add valve on east leg of tee by south entrance.~~
6. The 6" water line shown supplying the fire pump room may not be adequate to supply the required demand for the fire pump and fire sprinkler system. Please evaluate with MEP.
7. ~~Provide critical crossing labels.~~
8. More hydrants will need to be added to the East to provide coverage.

Sheet C7.1

1. Please show the route coverage for the fire hydrants. Please show route coverage via a 150' liner route, along the firetruck's access path. Please ensure this doesn't include cutting across landscaping or other features.
2. ~~Staff questions if water should be extended north across the farm entrance, to provide access to the adjoining outlet.~~
3. ~~Provide critical crossing labels.~~
4. Is ST-4- a hickenbottom or standpipe? Provide detail
5. Fix label on critical crossing at northern tee of water main.

6. Please change fire service line to an 8" and include a hydrant.

Sheet C7.2

- ~~1. Provide critical crossing labels.~~

Sheet 8.0

1. Provide street trees along SW 37th Street.
- ~~2. Provide a buffering between site and the delineated wetlands/stream.~~
3. Place east trees closer and along the streamline, and to prevent being planted above the utilities.

Stormwater Management Plan (SWMP)

- ~~1. Detention Summary Table: Provide information for all Unified Sizing events~~
- ~~2. Dry detention basins do not provide WQv treatment as per ISWMM. Provide a different method to treat the WQv event.~~
- ~~3. WQv calculations for DB 1B is missing.~~
- ~~4. CPv needs to be provided for the entire site. Please provide overall CPv release rate. Not providing CPv for flows under 2 cfs was removed from ISWMM. All sites are required to provide CPv.~~
- ~~5. Provide storm sewer table for 100-yr design storm as well.~~
- ~~6. Post Developed Drainage Map: The driveway on the north side of DB1C bypasses the detention basin. Tie this area into the detention basin.~~
- ~~7. Culvert Drainage Map: Please provide some contour labels.~~
- ~~8. Culvert Calculations: Recommend using larger pipe/arch pipe to meet the design requirements. Currently Culvert 1 backs up into Pond 1A and offsite to the west. Culvert 2 backs up to the SE and to the offsite property.~~

9. Detention Analysis: Pond 1B is not a dry detention pond.
10. Detention Summary Table: Post Developed Runoff for the site is 1.33 cfs, Pond 1B release is 0.70 cfs.
11. Proposed Hydrograph/Map: Should DB 1B be DB 1C, or should map be changed to DB 1B?
12. If DB 1C will be developed in the future, then the CN for commercial (92) should be used for this area.

Elevations

- ~~1. Please provide elevations for all 4 sides, with height details, materials and colors details, etc. Staff may provide additional comments upon complete submittal.~~
2. Please include more architectural elements to the west elevation. This can include height variations and glazing elements. Staff would like to see some window storefront elements around the doorways (similar to north and south elevations).

Construction Drawings

General Comments:

1. Provide Overland Flowage Easement covering the 100-yr storm event surrounding the stream.
2. Provide critical crossing labels.
3. Update City of Grimes Standard Notes with current version and add watermain notes.
4. Show Storm Sewer and Water Main crossing in profile view.

Sheet 2

1. SWMP states topsoil thickness should be 8". Please update grading note #3.
2. Update top of Estimate Reference Information to current SUDAS edition.
3. Update City of Grimes Standard Notes with current version and add watermain notes.

Sheet 5

1. Provide inverts from existing sanitary sewer.

Sheet 12

1. Show existing watermain in plan view.

Sheet 13

1. Please provide labels on public utilities.

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

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~June 8, 2022~~
June 28, 2022
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: July 5, 2022 at 5:30 at the Grimes City Hall

COUNCIL MEETING: **July 12, 2022** 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.

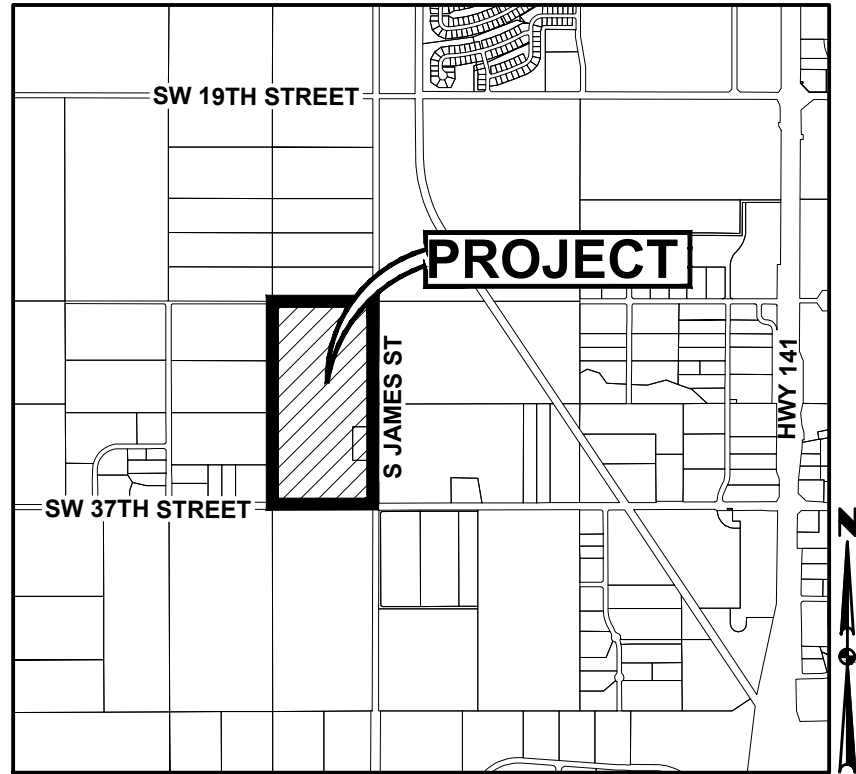
Sincerely,

Molly Mannel
Assistant Planner

SITE PLAN FOR:
DONOVAN MARINE GRIMES
GRIMES, IOWA

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

OWNER

IPE1031 REV418 LCC
6150 VILLAGE VIEW DRIVE, SUITE 113
WEST DES MOINES, IOWA 50266

APPLICANT

ANDERSON PROPERTIES
CONTACT: MARK ANDERSON
4451 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 270-6104

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: ERIN OLLENDIKE
EMAIL: ERINO@CDA-ENG.COM
PH. (515) 369-4400
FX. (515) 369-4410

ZONING

PREVIOUS:
A-1: AGRICULTURAL DISTRICT

EXISTING:
M1-A: COMMERCIAL LIMITED LIGHT INDUSTRIAL &
TRANSPORTATION CORRIDOR MIXED USE
DEVELOPMENT OVERLAY DISTRICT.

DATE OF SURVEY

OCTOBER 16, 2021

BENCHMARKS

- 3RD HYDRANT NORTH OF 37TH ON EAST SIDE OF
BROOKSIDE DRIVE
ELEVATION=1005.76
- HYDRANT @ NE CORNER OF 37TH AND BROOKSIDE
DRIVE
ELEVATION=1003.02

PROPOSED USE

LOT 1 - INDUSTRIAL WAREHOUSE
LOT 3 - FUTURE EXPANSION

SUBMITTAL DATES

FIRST SUBMITTAL: 05/17/2022
SECOND SUBMITTAL: 06/08/2022
THIRD SUBMITTAL: 06/30/2022

LEGAL DESCRIPTION

LOTS 1 AND 3 OF LEGACY AT JAMES STREET PLAT 1, AN
OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

DEVELOPMENT SUMMARY

AREA: 14.57 ACRES (634,836 SF)

ZONING: M1-A: COMMERCIAL LIMITED LIGHT INDUSTRIAL &
TRANSPORTATION CORRIDOR MIXED USE
DEVELOPMENT OVERLAY DISTRICT.

SETBACKS:
FRONT: 25 FEET
SIDE: NONE REQUIRED EXCEPT WHEN ADJACENT TO ANY
"R" DISTRICT OR STREET RIGHT OF WAY LINE; 25
FEET
REAR: 25 FEET

OPEN SPACE REQUIRED: 63,484 SF (10%)

OPEN SPACE CALCULATION:
TOTAL SITE: = 634,836 SF
BUILDING - 200,000 SF
PARKING AREAS - 24,398 SF
DRIVEWAYS - 175,276 SF
SIDEWALK - 7,079 SF
OPEN SPACE PROVIDED = 228,083 SF (36%)

PARKING:
REQUIRED
BUSINESS/PROFESSIONAL OFFICE
1 SPACE PER 400 SF OF OFFICE
(10,000 SF/400 SF = 25 SPACES)

WHOLESALE ESTABLISHMENT/WAREHOUSE
THE GREATER OF:
1 SPACE PER 2 EMPLOYEES
12 EMPLOYEES PER WAREHOUSE/STORAGE SUITE
((2 SUITES X 12 EMPLOYEES)/2 = 12 SPACES)

OR

1 SPACE PER 2,000 SF OF STORAGE
(190,000 SF/2,000 SF = 95 SPACES)

TOTAL REQUIRED: 95+25=144 SPACES

TOTAL PROVIDED: 149 SPACES

FUTURE PARKING: 70 SPACES

ACCESSIBLE PARKING:
REQUIRED = 5 STALLS
PROVIDED = 6 STALLS

LOADING SPACES
REQUIRED
1 LOADING SPACE + 1 LOADING SPACE/20,000 SF
OVER 10,000 SF OF BUILDING AREA
(1 SPACE + (200,000 SF - 10,000 SF)/20,000 SF)
= 10 SPACES

TOTAL REQUIRED: 10 SPACES

TOTAL PROVIDED: 10 SPACES

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SUMMER 2022
ANTICIPATED FINISH DATE = SPRING 2023

ADDRESS

LOT 1: 501 37TH STREET, SUITE 100 (SOUTH OFFICE)
501 37TH STREET, SUITE 200 (NORTH OFFICE)
LOT 3: 3310 S JAMES STREET

INDEX OF SHEETS

NO.	DESCRIPTION
C1.0	COVER SHEET
C2.0	GENERAL NOTES
C3.0	TOPOGRAPHIC SURVEY
C4.0-4.2	DIMENSION PLAN
C5.0-5.2	GRADING PLAN
C6.0-6.2	EROSION AND SEDIMENT CONTROL PLAN
C7.0-7.2	UTILITY PLAN
C8.0	LANDSCAPE PLAN
C9.0-9.1	DETAILS

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-512 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-513 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-401 STORM MANHOLE	GUY ANCHOR
TYPE SW-402 STORM MANHOLE	STREET LIGHT
FLARED END SECTION	POWER POLE W/ TRANSFORMER
TYPE SW-301 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEANOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
FIRE HYDRANT ASSEMBLY	ELECTRIC MANHOLE OR VAULT
SIGN	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
SANITARY SEWER	TELEPHONE POLE
SANITARY SERVICE	GAS VALVE BOX
STORM SEWER	CABLE TV JUNCTION BOX
STORM SERVICE	CABLE TV MANHOLE/VAULT
WATERMAIN WITH SIZE	MAIL BOX
WATER SERVICE	BENCHMARK
SAWCUT (FULL DEPTH)	SOIL BORING
SILT FENCE	UNDERGROUND TV CABLE
USE AS CONSTRUCTED	GAS MAIN
MINIMUM PROTECTION ELEVATION	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE



UTILITY WARNING

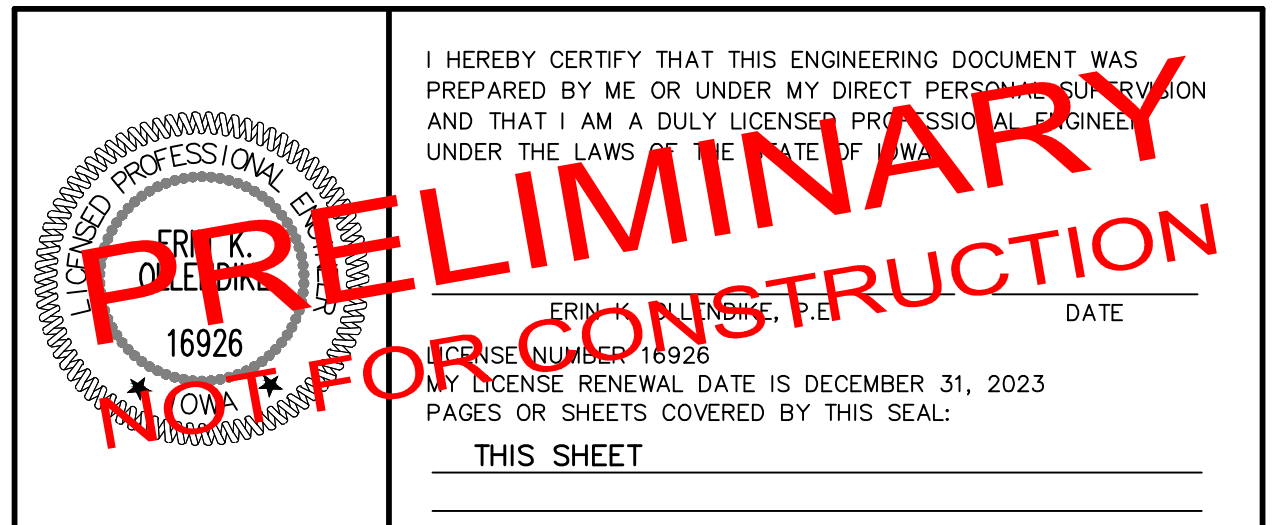
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD
SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE
SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES
SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER
IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER
DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN
THE EXACT LOCATION SHOWN.



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

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR
ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2022 EDITION OF THE SDAS STANDARD SPECIFICATIONS, THE PUBLIC
RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY
SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT
UNLESS OTHERWISE NOTED.



1. THE 2021 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY OF GRIMES STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY OF GRIMES CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
19. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY OF GRIMES
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
21. PARKING LOT STRIPING SHALL BE A 4" WHITE STRIPE UNLESS OTHERWISE NOTED (MINIMUM TWO COATS).
22. ALL EXTERIOR LIGHTING SHALL BE LOW-GLARE FULL CUTOFF TYPE FIXTURES AND SHALL NOT EXCEED ZERO FOOT-CANDLES BEYOND THE PROPERTY LINE. THE CONTRACTOR SHALL COORDINATE FINAL LIGHTING AND ELECTRICAL DESIGN WITH THE OWNER.
23. ANY SITE CHANGES THAT DIFFER FROM THE SITE PLAN MUST BE APPROVED BY THE CITY OF GRIMES PRIOR TO INSTALLATION/AMENDMENT.
24. A SITE PLAN WILL NEED TO BE SUBMITTED IF FUTURE PARKING IS WARRANTED.
25. A STRUCTURAL RETAINING WALL DESIGN WILL NEED TO BE INCLUDED IF REQUIRED FOR CONSTRUCTION.

1. GENERAL NOTES:

- A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- B. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
- C. ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- D. THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER CITY STANDARD PROCEDURES.
- E. TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP
- F. A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT AND SHALL BE OBTAINED AT KNOXBOX.COM.
- G. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS.
- H. PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS

A. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.

B. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").

C. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").

D. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.

E. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.

F. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B:PCC W/ADJUSTING MECHANISM.

G. SANITARY SEWER TESTING, CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.

A. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL—WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3—WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0 FEET.

B. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.

C. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.

D. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.

E. WATER SERVICE SHALL BE 1-INCH RESIDENTIAL, 2" COMMERCIAL MINIMUM TYPE K COPPER.

F. PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE DEVELOPER. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.

G. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.

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 REPLACED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.

D. STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.

E. USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.

B. 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.

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2021 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY OF GRIMES' STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2006 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES. PERIODIC MAINTENANCE AND CLEANING OF STORM AND SANITARY SEWER MAY BE NECESSARY.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER.
16. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
17. INSTALL APRON GUARD AND FOOTING ON ALL APRONS.
18. BUILDING PLUMBING CONTRACTOR TO INSTALL BACKFLOW PREVENTION DEVICE ON WATER LINES ACCORDING TO WATER COMPANY REQUIREMENTS. SEE PLUMBING PLANS.
19. WATER PIPING SHALL BE DUCTILE IRON – AWWA C151 – CLASS 50 MINIMUM OR POLYVINYL CHLORIDE – AWWA C900 – MINIMUM OR IN COMPLIANCE WITH WATER COMPANY REQUIREMENTS.
20. ALL WATER PIPING SHALL HAVE A MINIMUM OF 5.5' COVER.
21. INSTALL VINYL IDENTIFICATION TAPE AT 2'-0" BELOW FINISH GRADE DIRECTLY ABOVE WATER LINES.
22. INSTALL SINGLE THHN – 12 GA TRACER WIRE WITH WATER PIPING (TAPE TO PIPE). TRACER WIRE TO BE EXTENDED IN CONDUIT TO 1'-0" ABOVE GROUND SURFACE AT FIRE HYDRANTS AND SHALL BE CONNECTED TO A 6'-0" X 1/2" Ø GROUND ROD AT CONNECTION TO MAIN AND AT DEAD ENDS. TRACER WIRE TO EXTEND UP INTO BUILDING AT SERVICE CONNECTIONS.
23. CONTRACTOR TO INSTALL TRANSFORMER PAD AND SECONDARY WIRING. UTILITY COMPANY TO INSTALL PRIMARY WIRING.
24. CONTACT CITY ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WATER MAIN WORK.
25. THE UTILITY CONTRACTOR WILL NEED TO HAVE A WATERMAIN CONNECTING PLAN TO BE PROVIDED AND APPROVED BY THE CITY OF GRIMES AND THORPE WATER AT THE TIME OF THE PRECONSTRUCTION MEETING.
26. ANY ABANDONED WATER MAIN SHALL BE REMOVED.

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
3. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
4. INSTALL SOD AFTER INSTALLATION IS COMPLETE TO PREVENT SILT GETTING INTO TRENCH AND PLUGGING DRAIN.
5. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
6. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
7. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A MINIMUM DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED, SEPARATED FROM TURF BY A 3" SPADE-CUT EDGE. MULCH AROUND ALL CONIFEROUS TREES SHALL BE A 10' DIAMETER CIRCLE. ALL EDGING SHALL BE SPADE-CUT EDGE.
8. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
9. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
10. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
11. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL, IF REQUESTED.
12. NO PLANT SUBSTITUTIONS ARE ALLOWED WITHOUT OWNER APPROVAL.

1. SIDEWALKS 4" P.C.C.
2. SIDEWALK CURB RAMPS 6" P.C.C.
3. PARKING AISLES & STALLS 6" P.C.C.
4. PAVEMENT EAST OF BUILDING (OUT OF ROW) 7" P.C.C.
5. TRASH ENCLOSURE PAD 8" P.C.C.
5. DRIVEWAY APPROACH IN ROW 8" P.C.C. REINFORCED

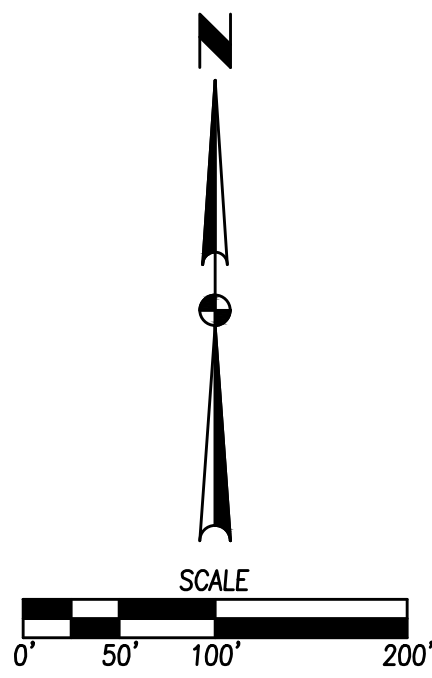
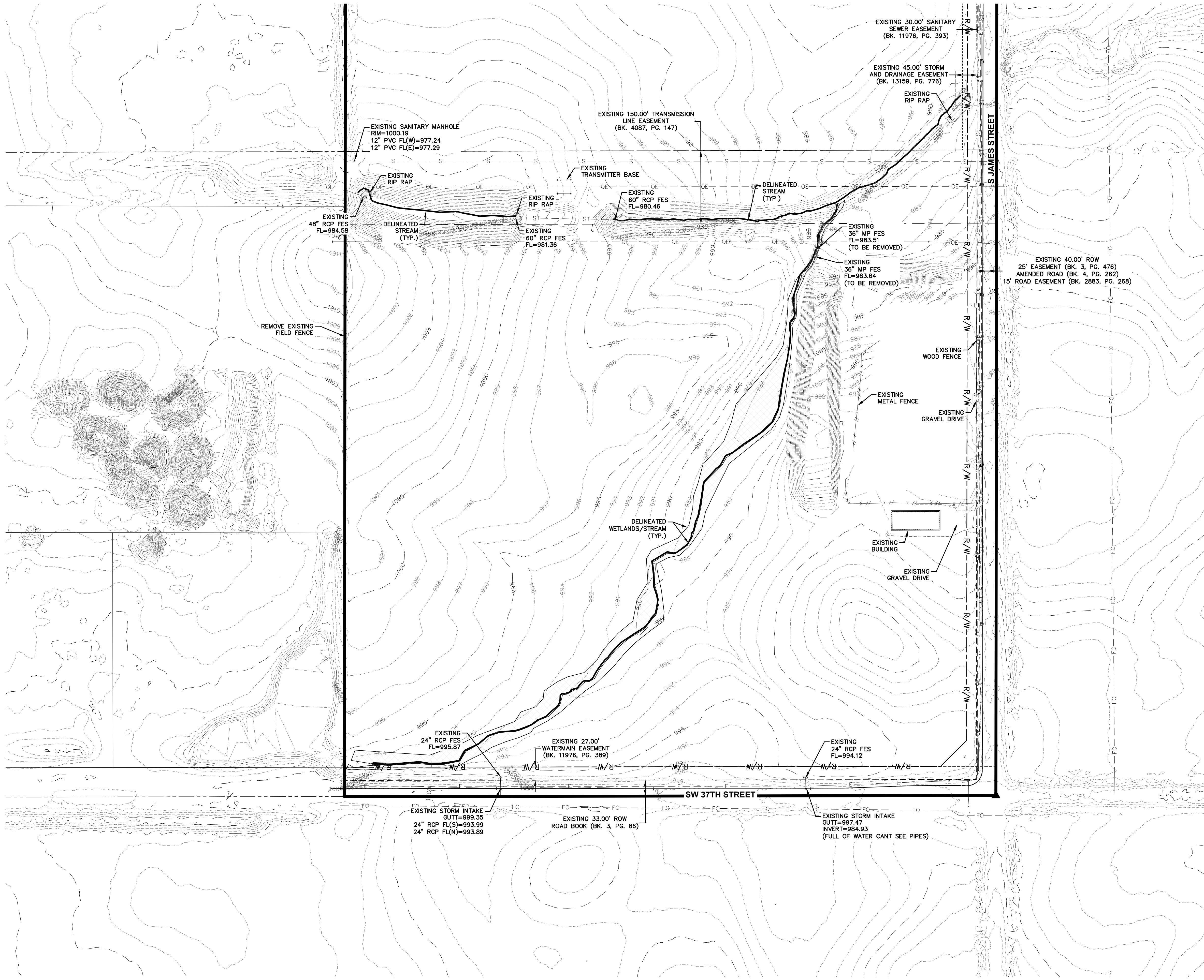
R7-8a
①

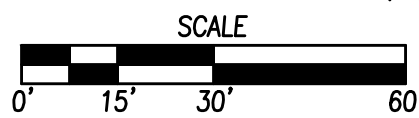
R7-8
②

R1-1
③

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF GRIMES' BUILDING DIVISION.
2. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPAED AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
4. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2021 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS, IF APPLICABLE.
5. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
6. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
7. SITES SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
8. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
9. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS, ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
11. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
12. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
13. SIDEWALKS:
MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
14. IN AREAS TO RECEIVE ADDITIONAL FILL OVER EXISTING FILL MATERIALS, REMOVE TOP 12" OF MATERIAL AND SCARIFY AND RECOMPACT THE NEXT 9" OF RESULTING SUBGRADE. COMPACT TO 95% STANDARD PROCTOR DENSITY. SUBSEQUENT FILL TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR.
15. SCARIFY AND RECOMPACT THE TOP 9" OF SUBGRADE IN ALL CUT AREAS AFTER ROUGH GRADING IS COMPLETED. COMPACT THE ENTIRE PAVING AND BUILDING SUBGRADE TO 95% STANDARD PROCTOR DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR.
16. PROVIDE MINIMUM OF 1.0' OF COMPACTED NON-EXPANSIVE COHESIVE SOIL BENEATH ALL PAVEMENTS.
17. FINISH CONTOURS SHOWN ARE TO TOP OF PAVEMENT OR TO TOP OF TOPSOIL. SEE BUILDING PLANS AND CONSTRUCTION DETAILS FOR FINISHED SUBGRADE BELOW FINISHED FLOOR AND PAVEMENT SECTIONS.
18. SCARIFY SUBGRADE TO DEPTH OF 3" WHERE TOPSOIL IS SCHEDULED. SCARIFY IN AREAS WHERE EQUIPMENT USED FOR HAULING AND SPREADING TOPSOIL HAS CAUSED COMPACTED SUBSOIL.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION, BOTH PUBLIC AND PRIVATE.

FILE: H:\2021\2110780\DWG\2110780-SITE.DWG
PLOT DATE: 6/24/2022 7:45 PM
PLOTED BY: DONOVAN MARINE GRIMES
COMMENTS: ENCL. 1

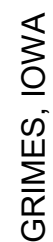




PM

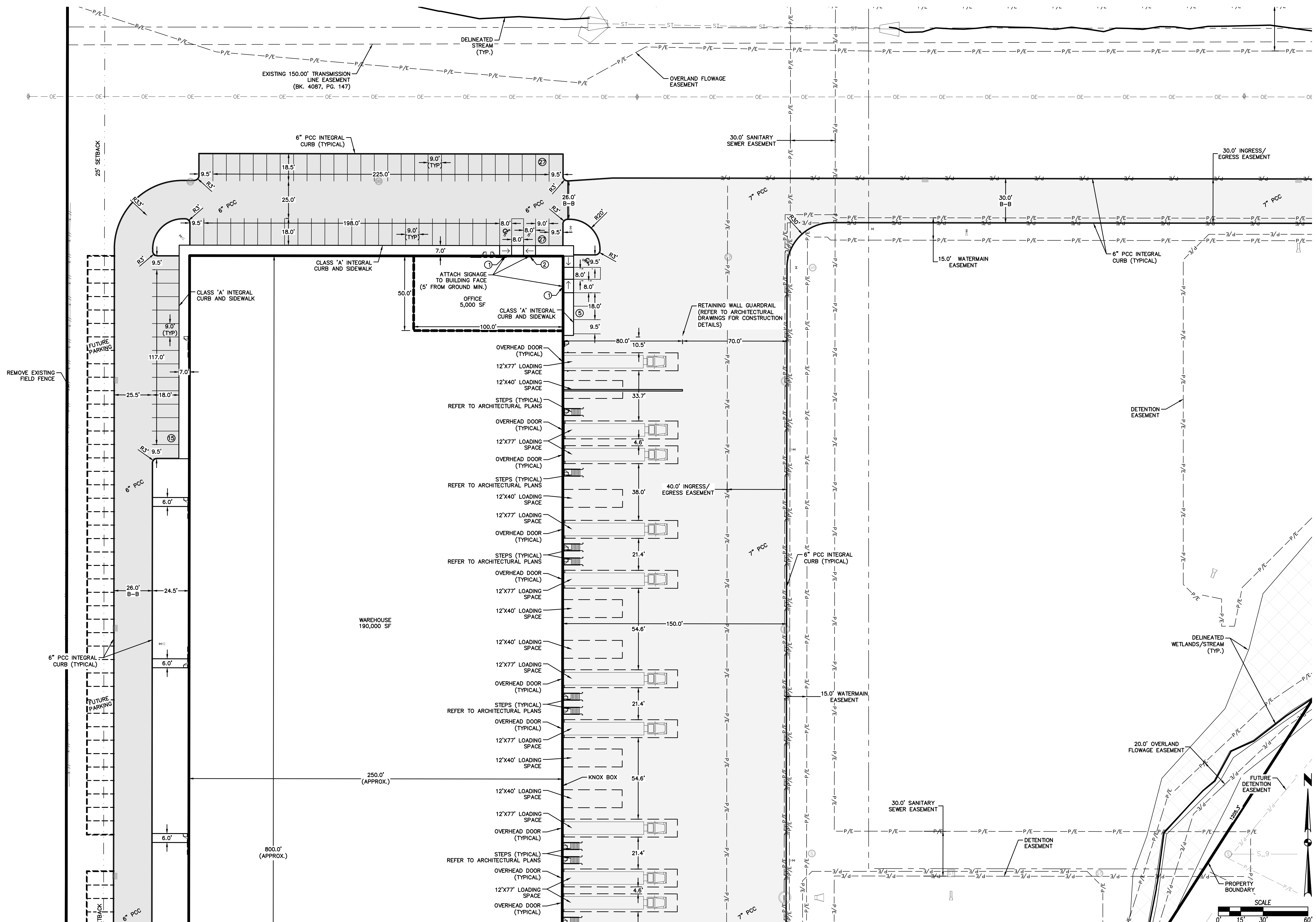
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO	ENGINEER: GH
---------------	--------------



C4.0

2110.780



DATE		REVISIONS	
06/30/2022			
06/08/2022			
06/17/2022			

THIRD SUBMITTAL		SECOND SUBMITTAL		FIRST SUBMITTAL	

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: GH

DONOVAN MARINE GRIMES
CIVIL DESIGN ADVANTAGE

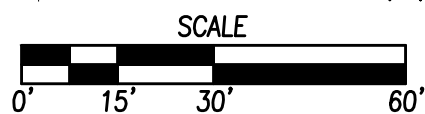
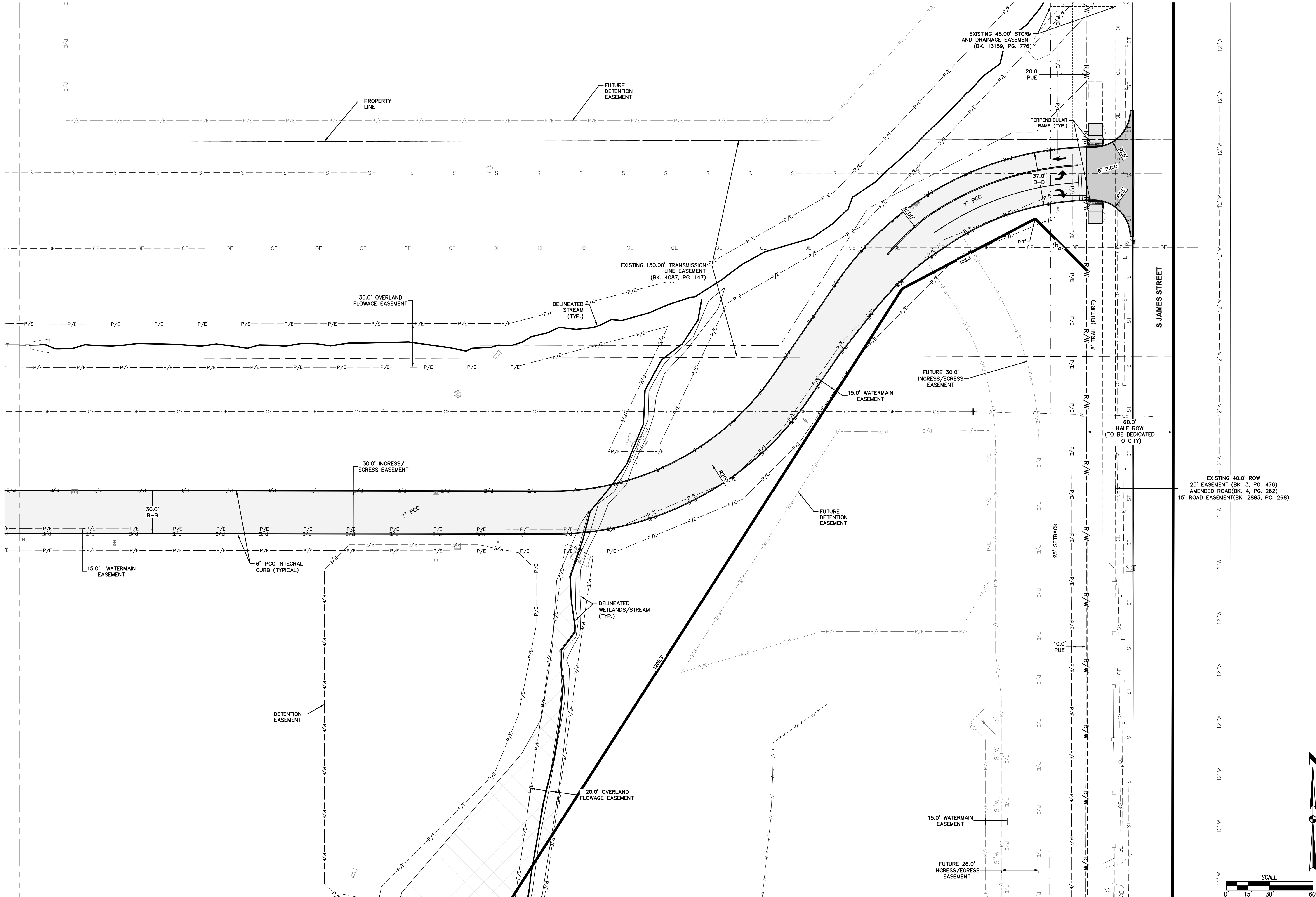
GRIMES, IOWA

DIMENSION PLAN

C4.1

2110.780

FILE: H:\2021\210780\DWG\210780-SITE.DWG COMMENT: ENDS
PLOT DATE: 6/24/2022 7:45 PM
PLOTTER: HP DESIGN PLOTTER



DONOVAN MARINE GRIMES

C4.2

2110.780

REVISIONS

DATE	DESCRIPTION
06/30/2022	THIRD SUBMITTAL
06/08/2022	SECOND SUBMITTAL
05/17/2022	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: GH

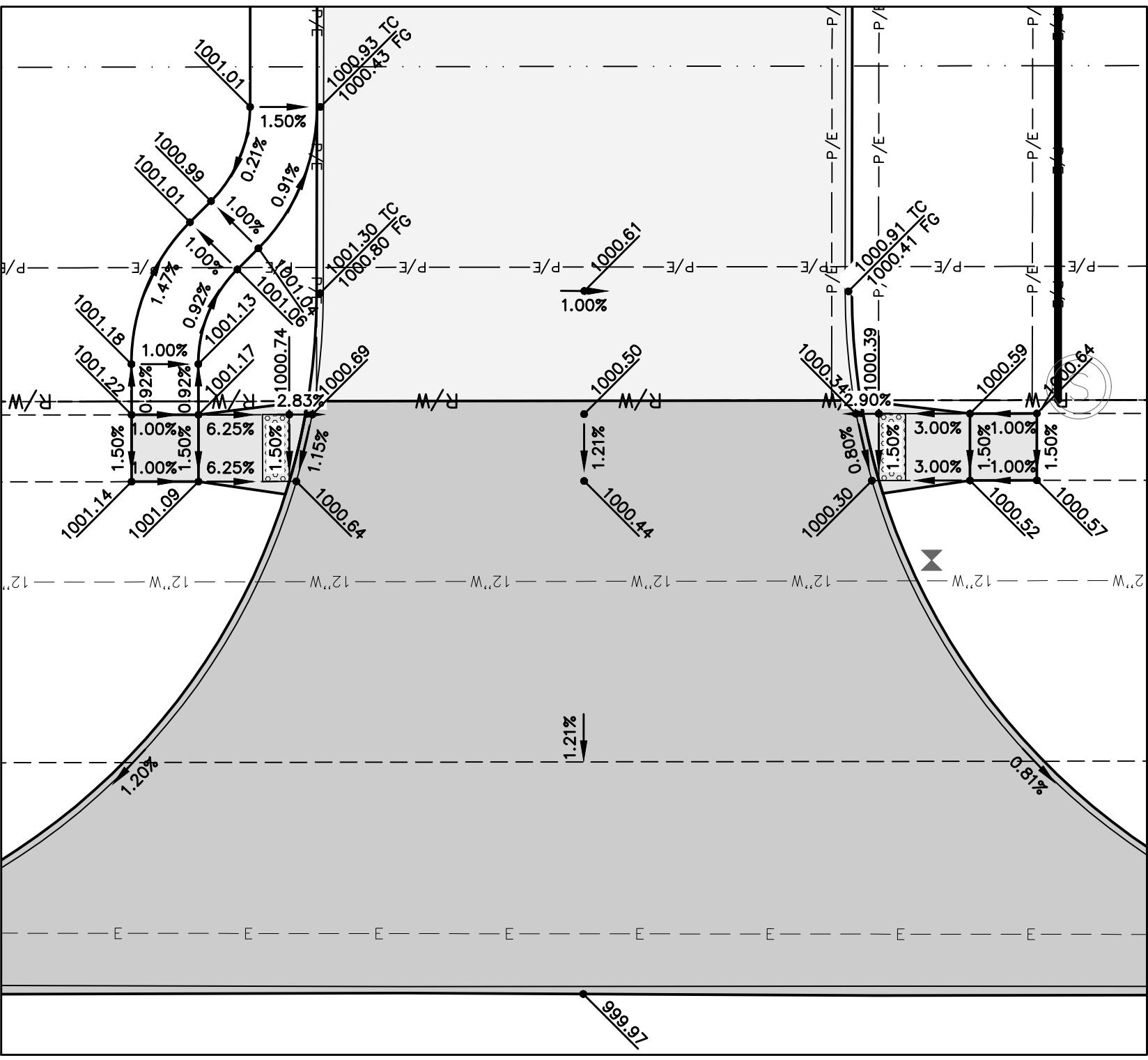
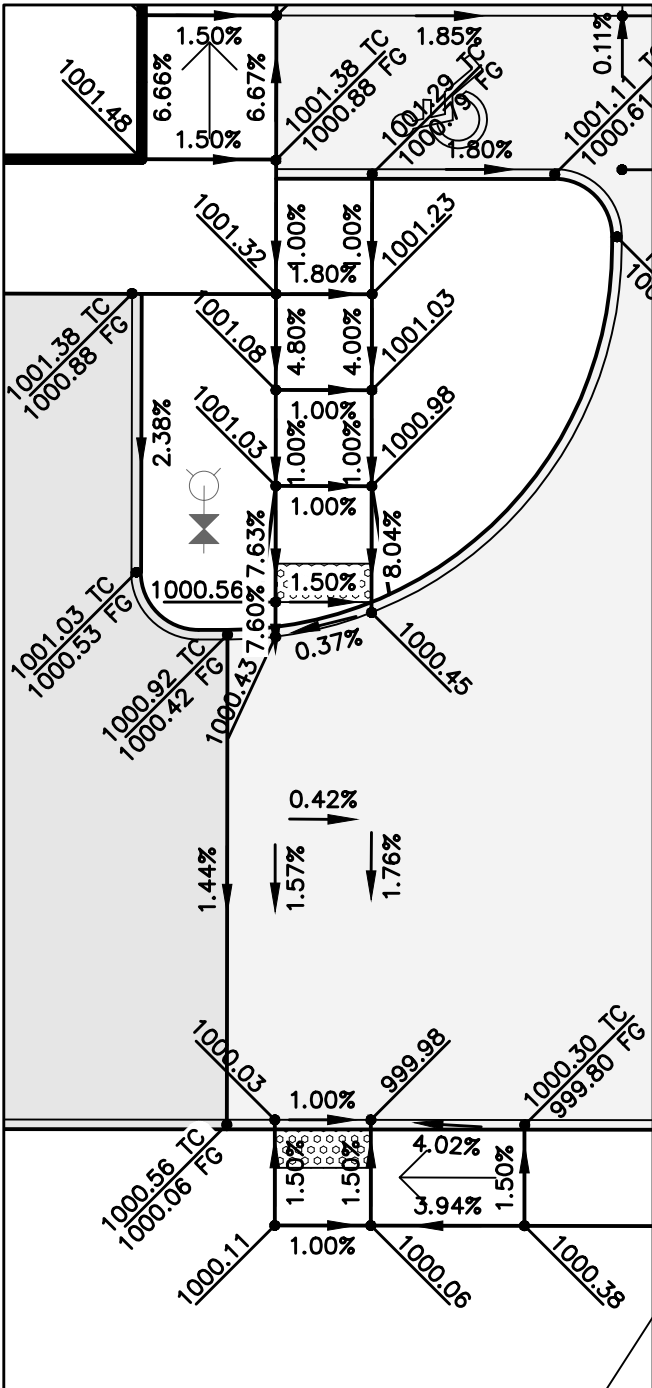
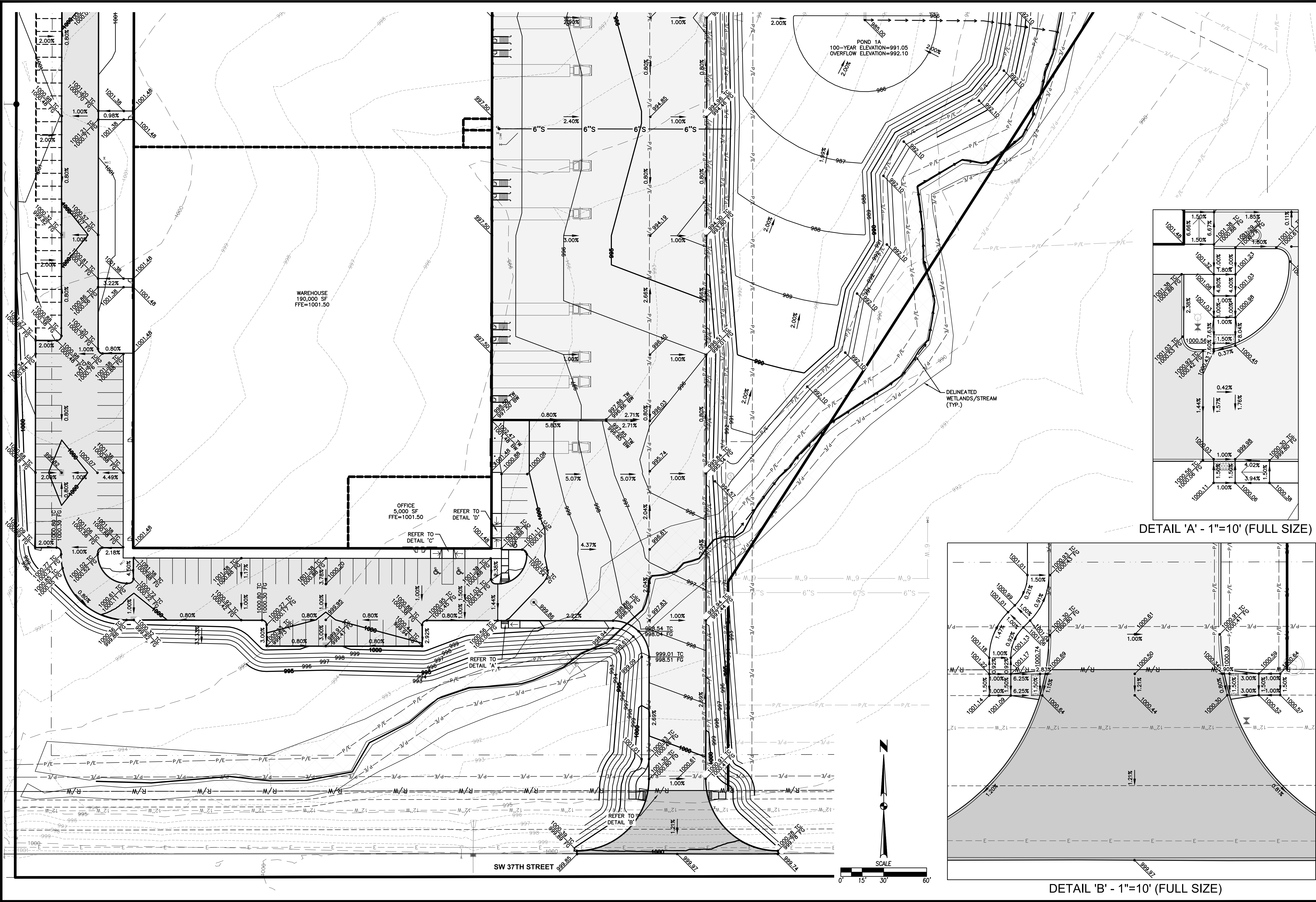
CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

ENGINEER: EKO

25' SETBACK

FILE: H:\2021\10780\DWG\210780-SITE.DWG COMMENT: 6/24/2022 7:45 PM
PLOT: 10780-SITE.DWG PLOTTED BY: DONOVAN MARINE GRIMES
DATE: 06/20/2022
THIRD SUBMITTAL
SECOND SUBMITTAL
FIRST SUBMITTAL



DATE

06/20/2022

06/08/2022

05/17/2022

REVISIONS

THIRD SUBMITTAL

SECOND SUBMITTAL

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: GH

ENGINEER: EKO

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

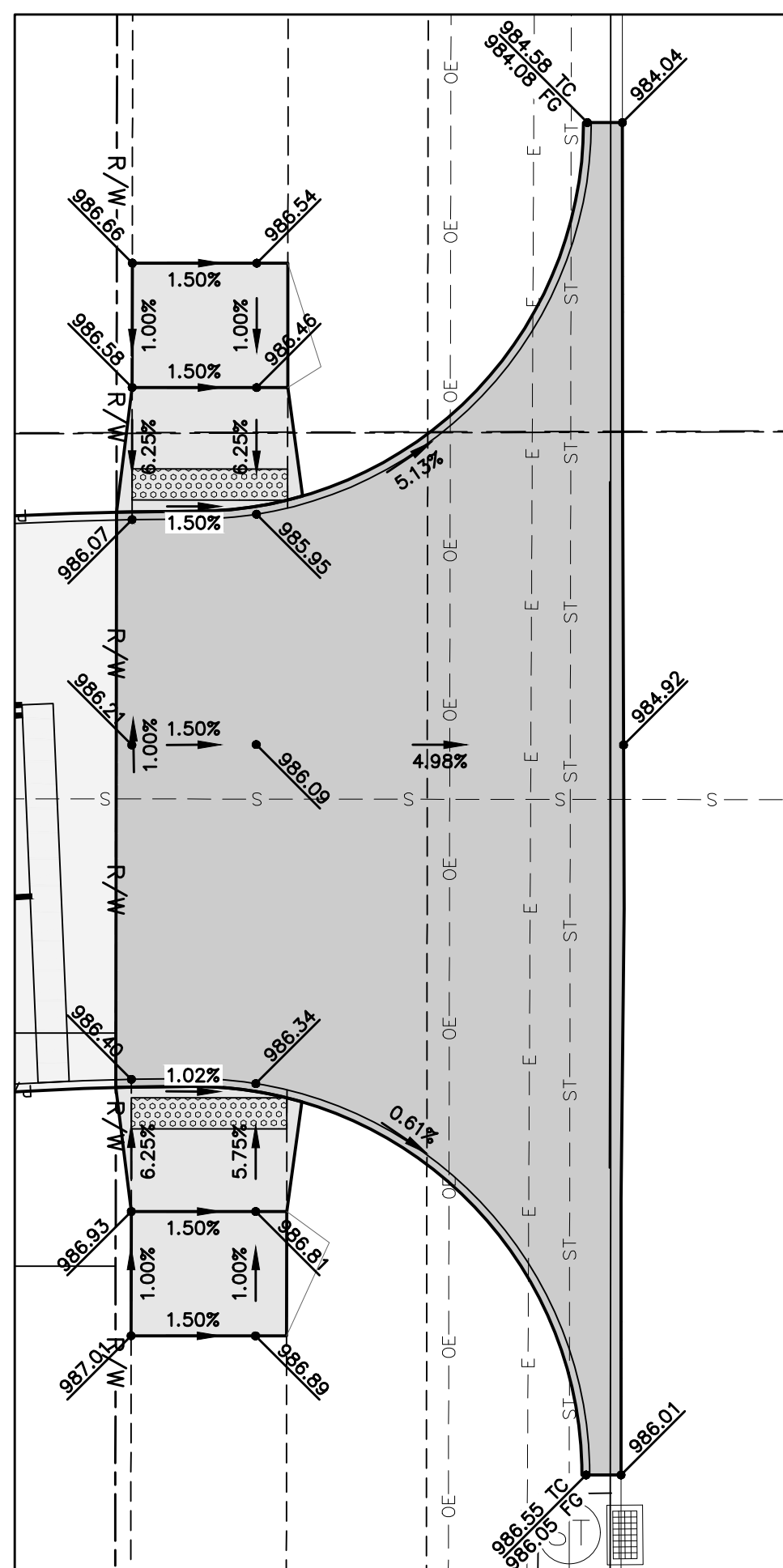
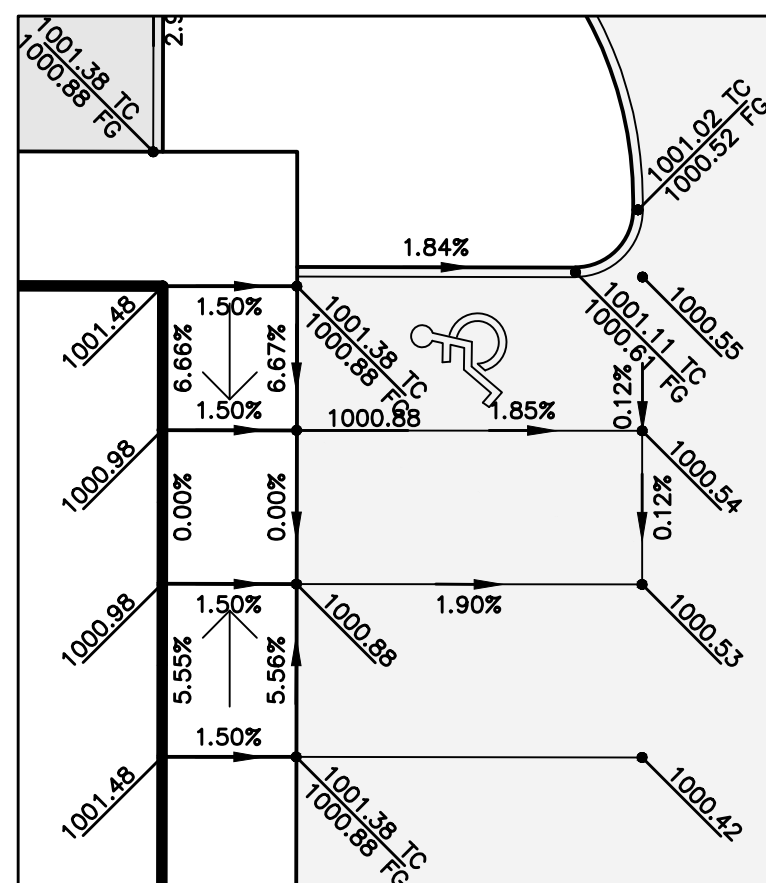
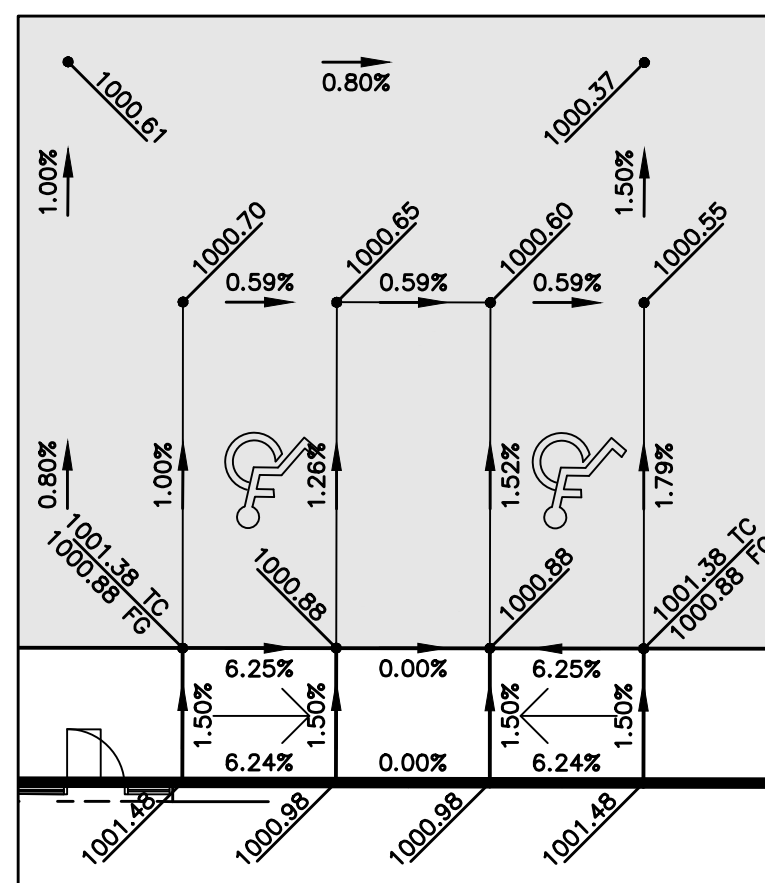
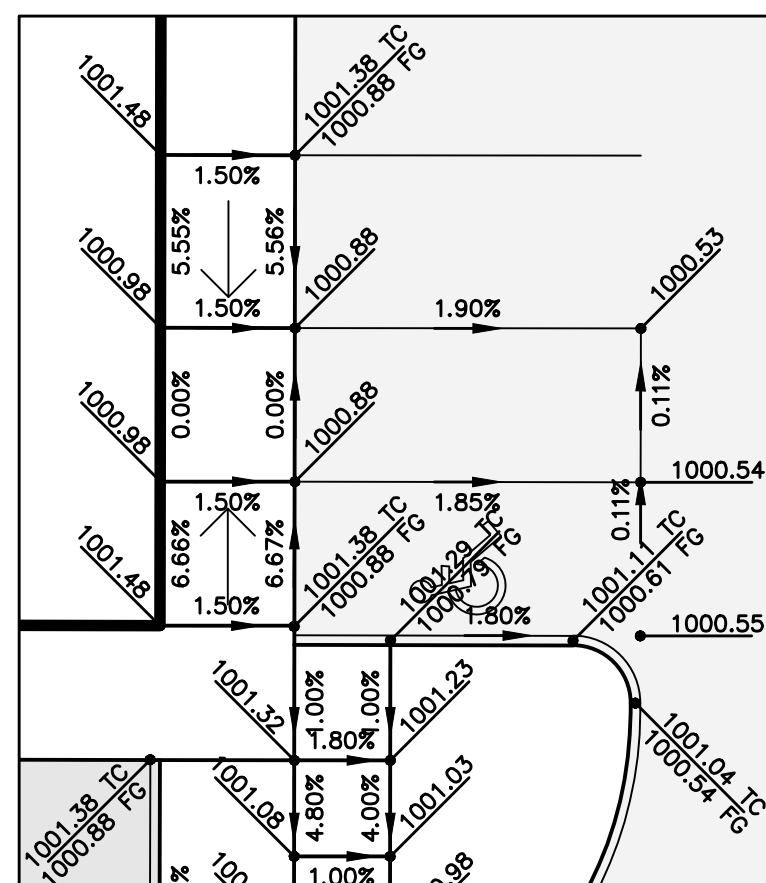
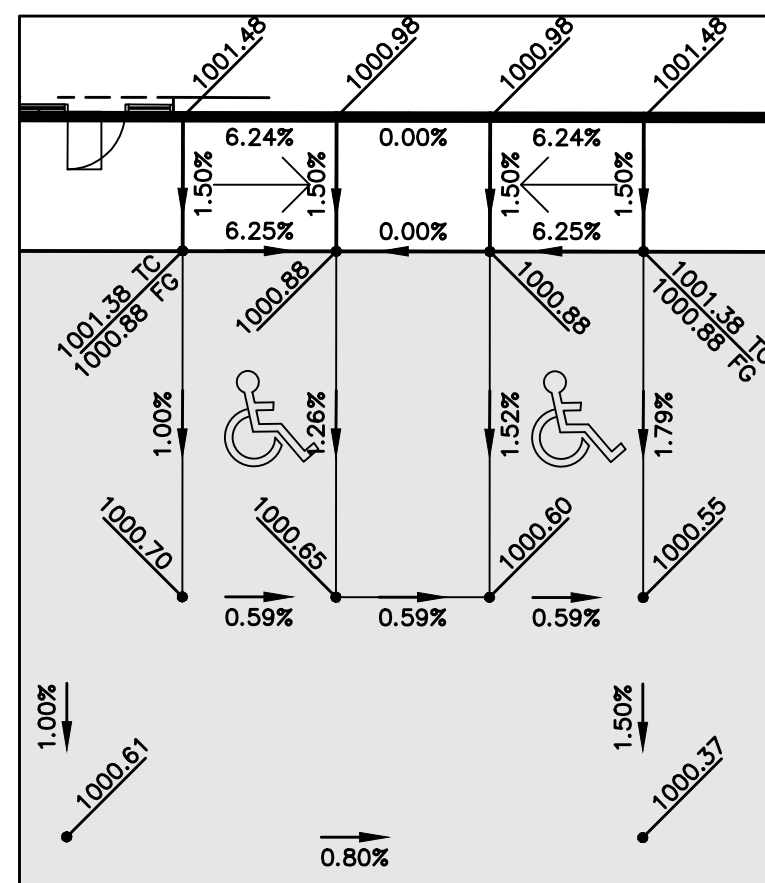
2110.780

DONOVAN MARINE GRIMES

GRADING PLAN

C5.0

2110.780

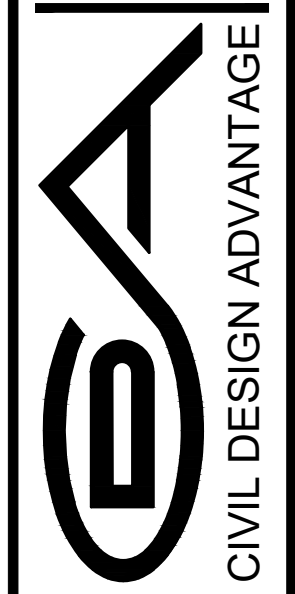


FILE: H:\2021\2110780\DWG\2110780-SITE.DWG
FILE DATE: 6/30/22 DATE PLOTTED: 6/30/2022 7:45 PM
PLOTTED BY: JONATHAN McDONALD COMMENT:
TECH: ENG:

REVISIONS	DATE
THIRD SUBMITTAL	06/30/2022
SECOND SUBMITTAL	06/08/2022
FIRST SUBMITTAL	05/17/2022

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO	ENGINEER: GH
---------------	--------------



MES
GRIMES, IOWA

DONOVAN MARINE GRIMES GRADING PLAN

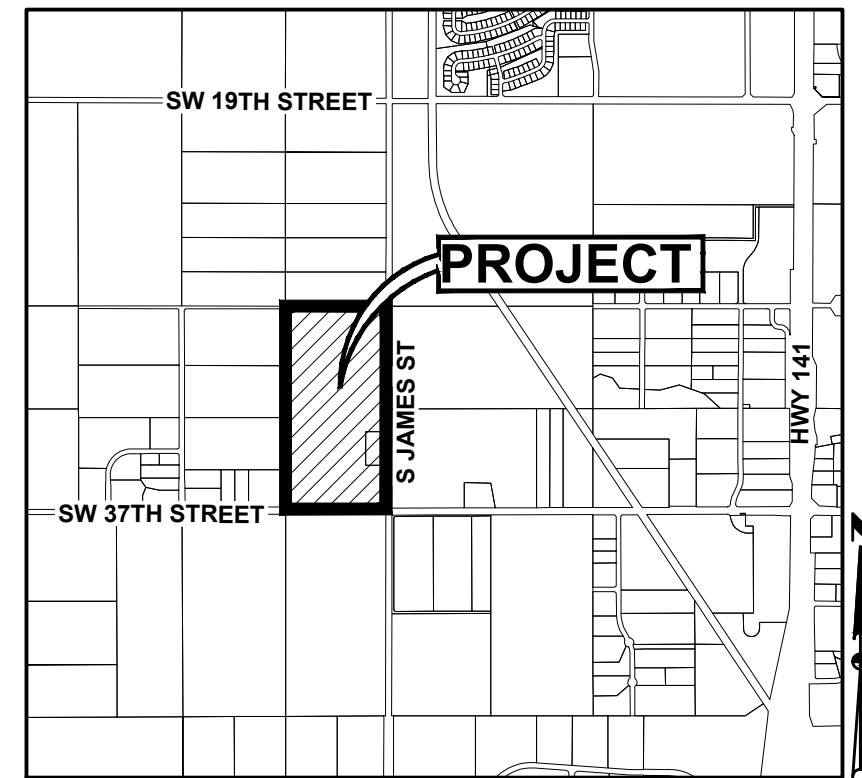
C5.2
2110.780


DONOVAN MARINE GRIMES

EROSION AND SEDIMENT CONTROL PLAN

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	6,697
2	SEEDING, FERTILIZING, AND MULCHING	AC	6.73
3	INLET PROTECTION DEVICES	EA	18
4	CONCRETE WASHOUT PIT	EA	1
5	CLASS 'E' RIPRAP	TON	115

DISCHARGE POINT SUMMARY

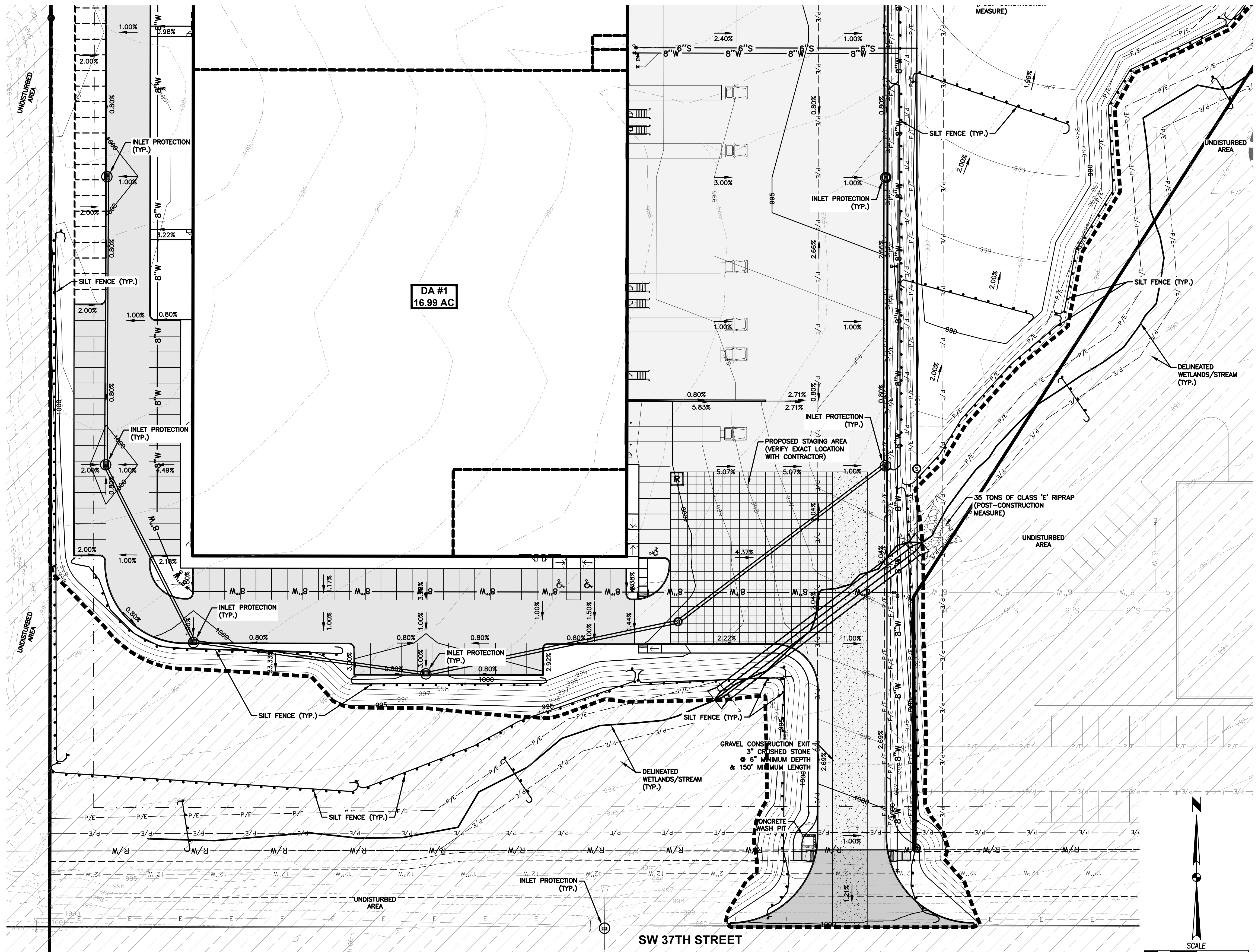
DISCHARGE POINT #1 DIRECTLY INTO NORTH WALNUT CREEK	
TOTAL AREA DISTURBED TO DISCHARGE POINT	16.99 ACRES
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	61,164 CU FT
VOLUME PROVIDED IN SILT FENCE (6,697 LF @ 10 CU FT/LF)	66,970 CU FT
VOLUME PROVIDED IN TSB 1B	62,041 CU FT
TOTAL VOLUME PROVIDED	129,011 CU FT

NOTES:

- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

SWPPP LEGEND

DRAINAGE ARROW	X.XX %
GRADING LIMITS	---
SILT FENCE	---
DITCH CHECK	---
INLET PROTECTION	○
PORTABLE RESTROOM	R
TEMPORARY STANDPIPE	●
CONCRETE WASHOUT PIT	□
UNDISTURBED AREA	---
RIP-RAP	---
GRAVEL ENTRANCE	---
STAGING AREA	---
TEMPORARY SEDIMENT BASIN	TSB #



DATE

06/30/2022

06/08/2022

05/17/2022

REVISIONS

THIRD SUBMITTAL

SECOND SUBMITTAL

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE

URBANDALE, IA 50322

PHONE: (515) 369-4400

ENGINEER: GH

ENGINEER: EKO

CSA

CIVIL DESIGN ADVANTAGE

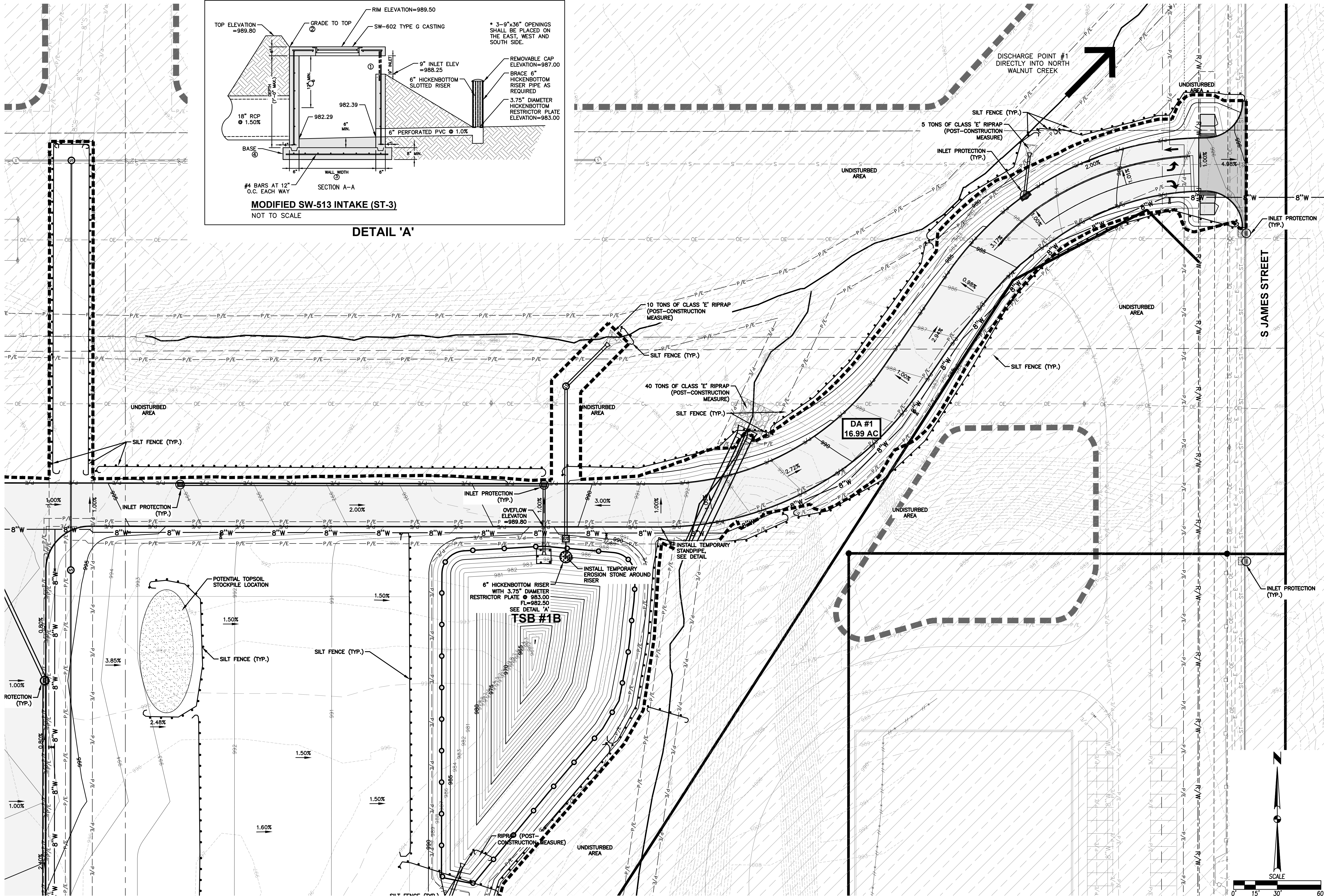
GRIMES, IOWA

DONOVAN MARINE GRIMES

EROSION AND SEDIMENT CONTROL PLAN

C6.0

2110.780





DATE						
					06/30/2022	
					06/08/2022	
					05/17/2022	

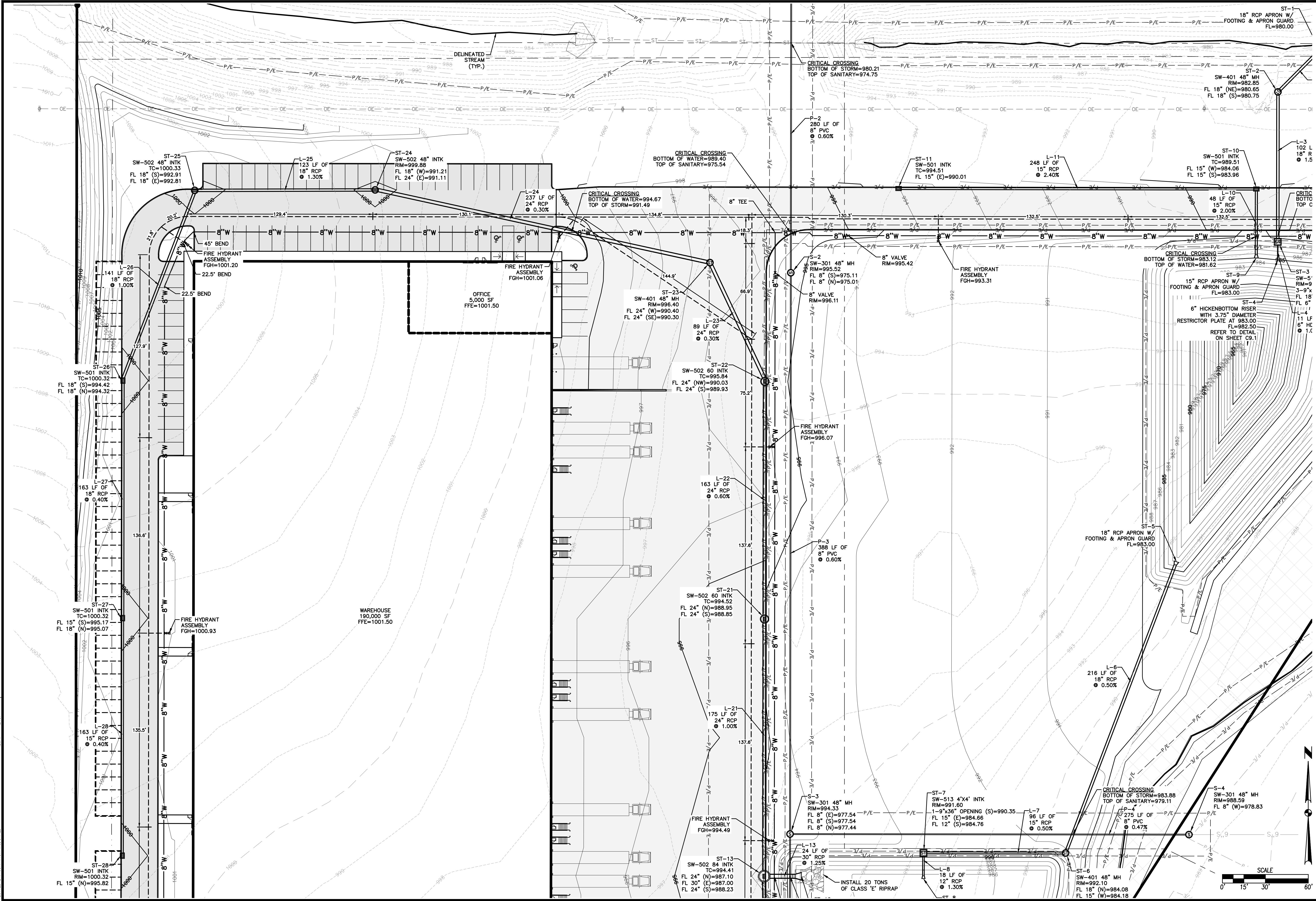
ENGINEER: GH

ENGINEER: EKO

CRIMES AGAINST WOMEN

C7.0

2110.780



DATE

06/30/2022

THIRD SUBMITTAL

06/08/2022

FIRST SUBMITTAL

05/17/2022

REVISIONS

4121 NW URBANDALE DRIVE

URBANDALE, IA 50322

PHONE: (515) 369-4400

ENGINEER: GH

ENGINEER: EKO

CIVIL DESIGN ADVANTAGE

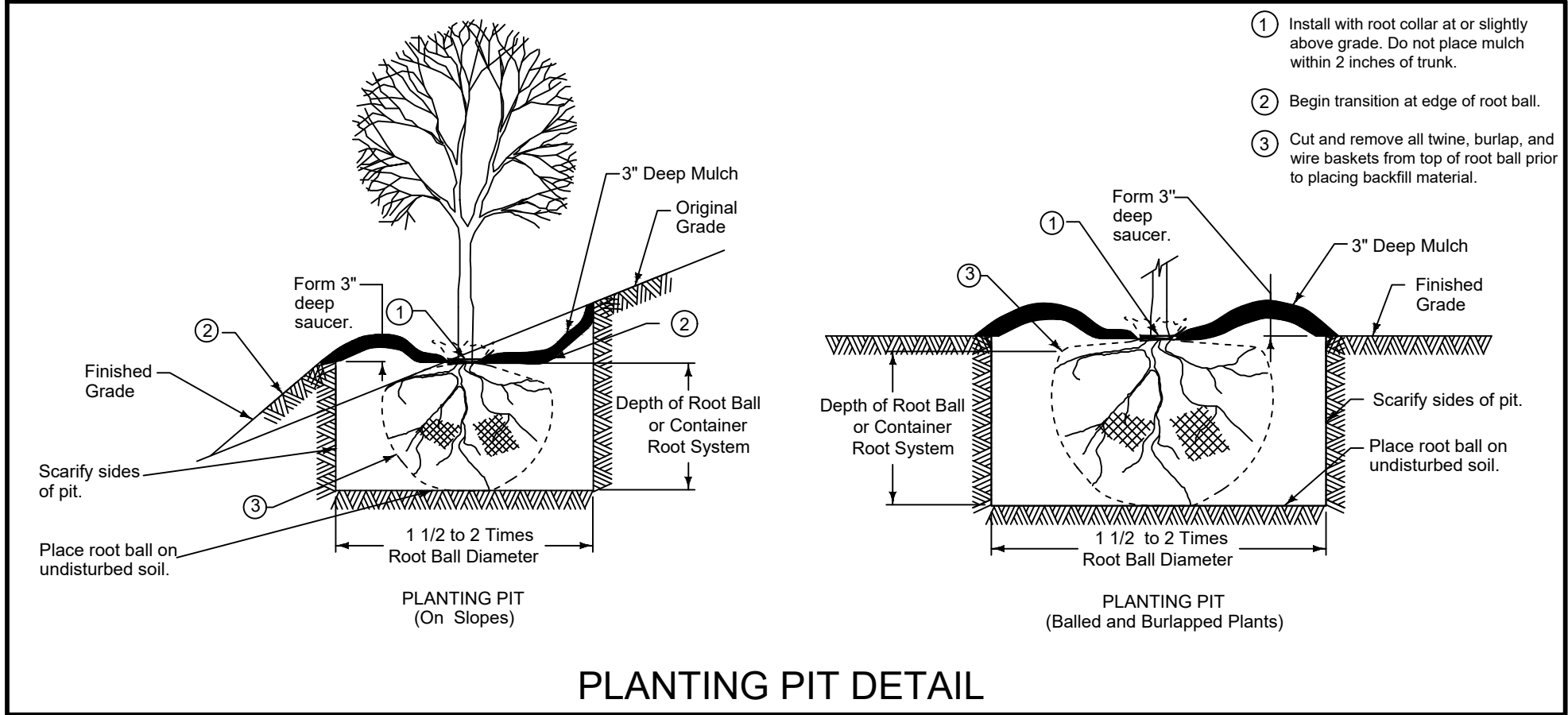
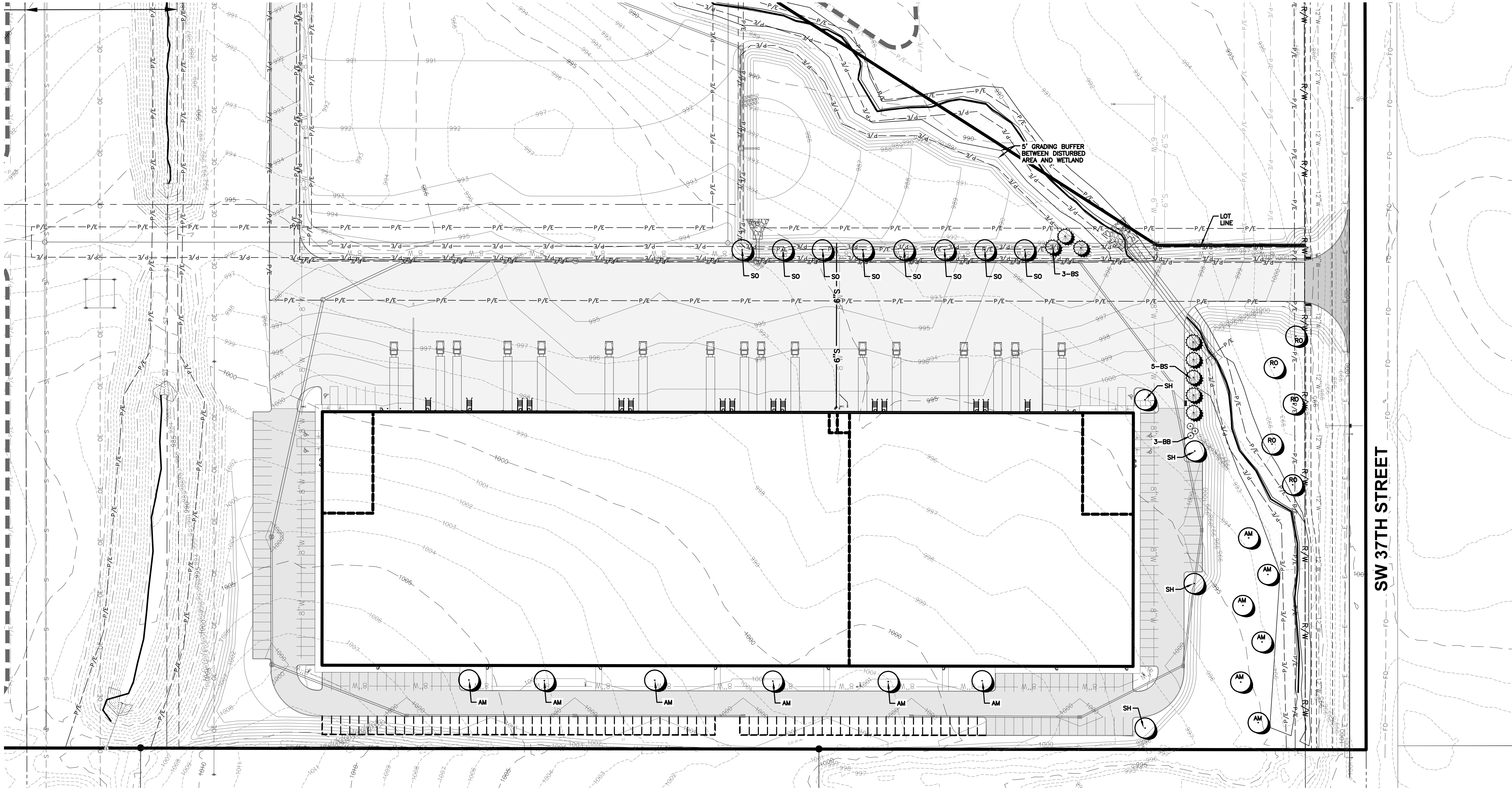
GRIMES, IOWA

UTILITY PLAN

C7.1

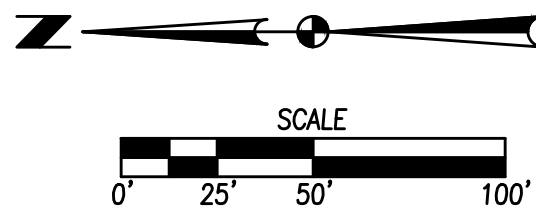
2110.780



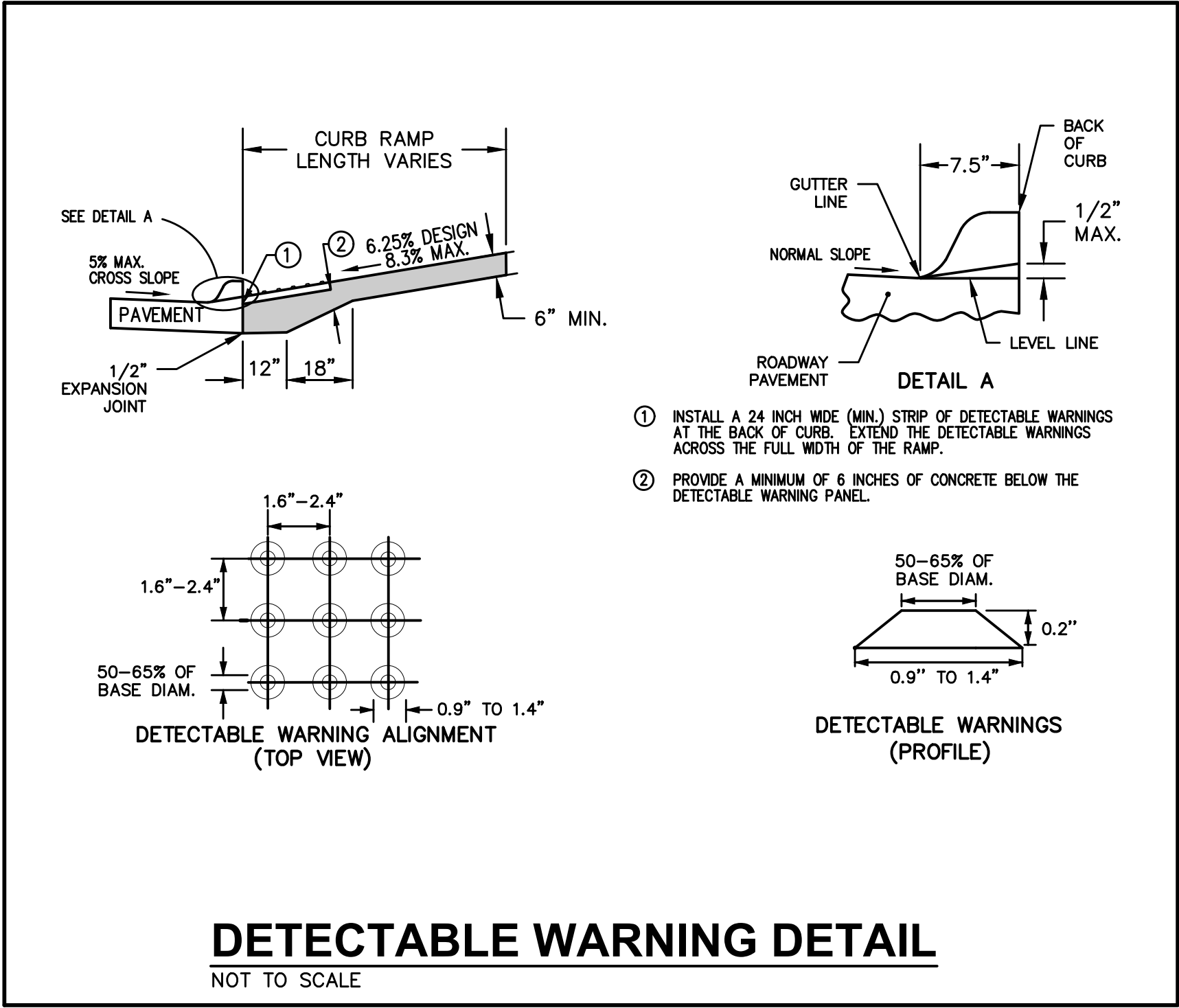
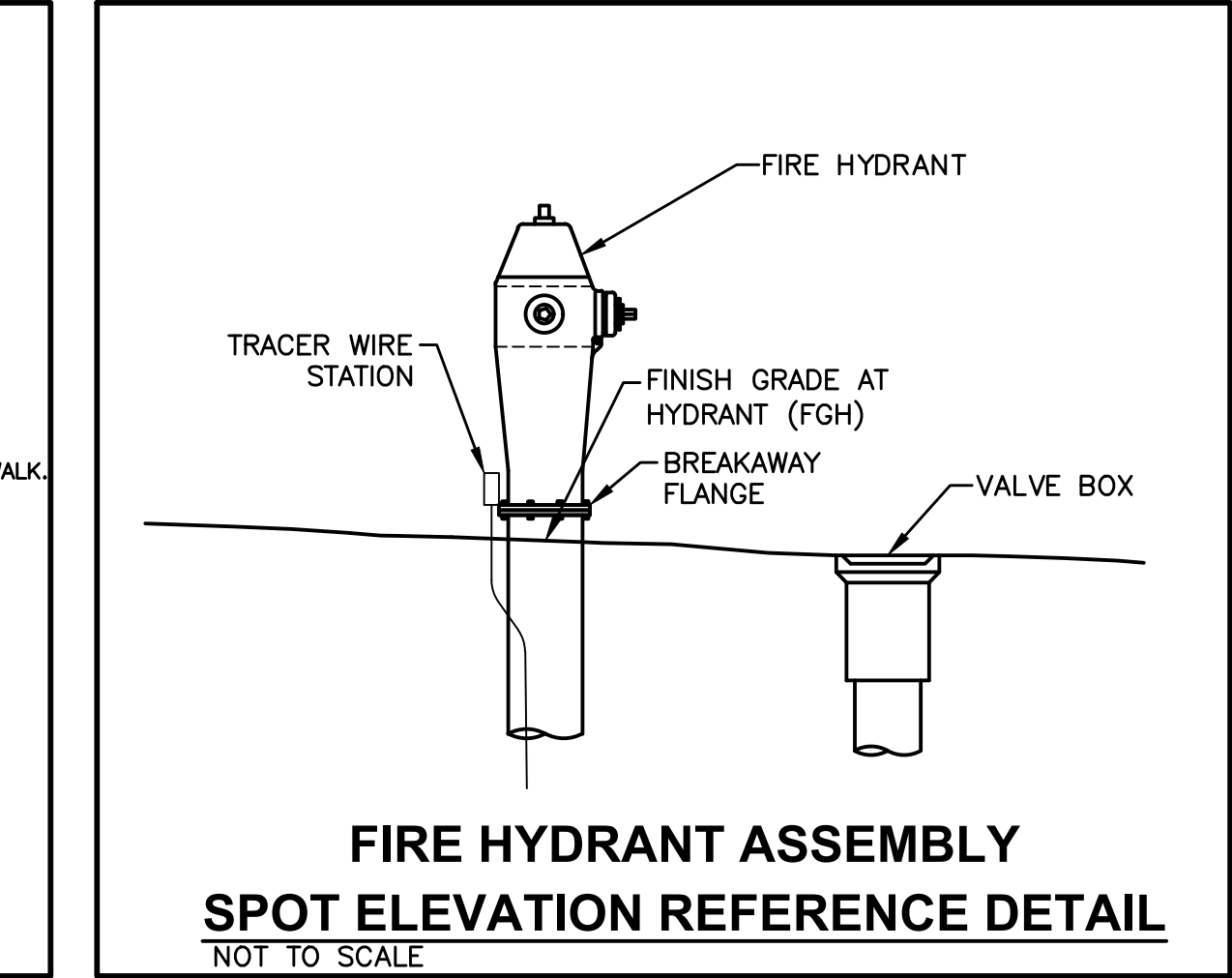
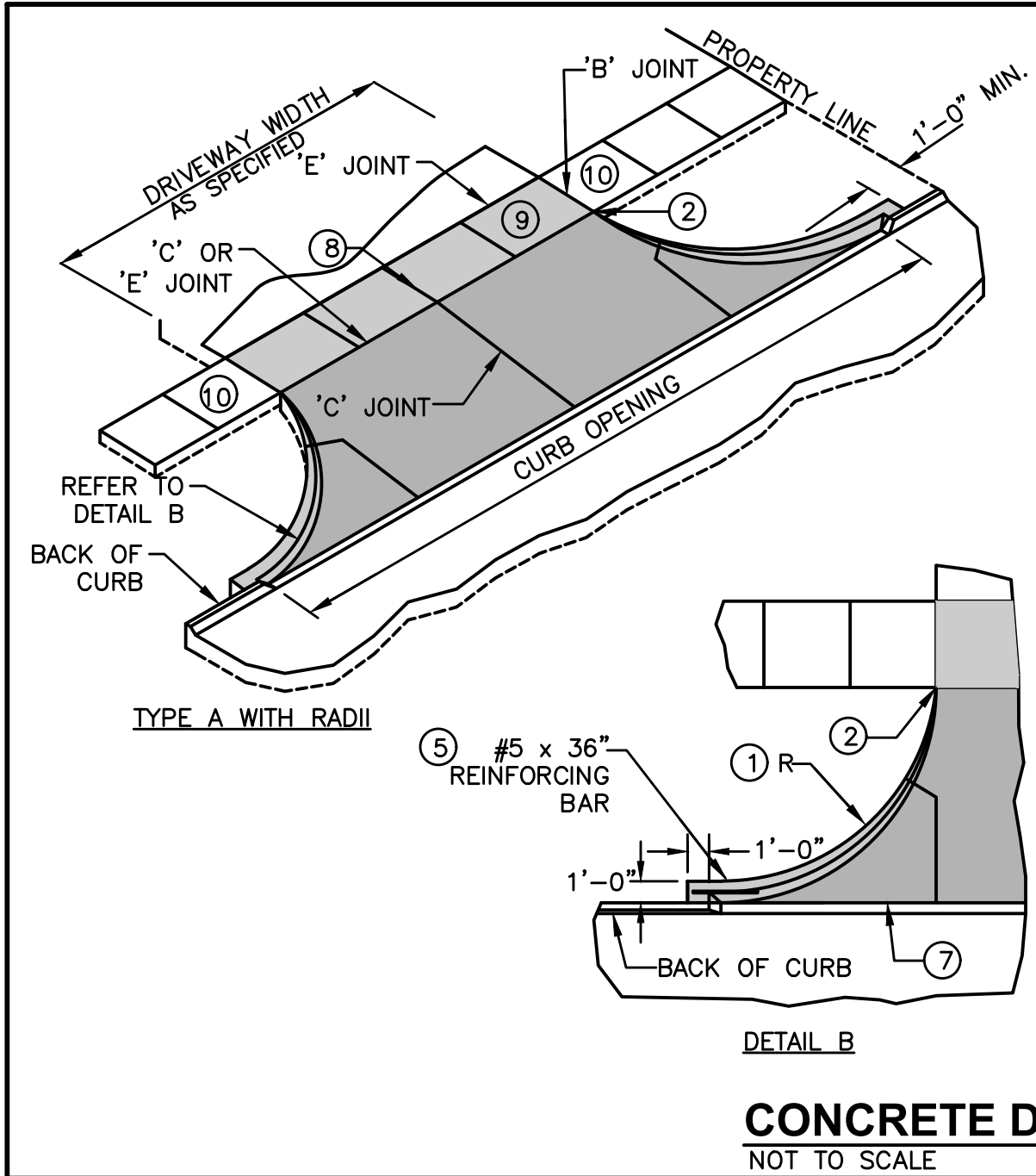
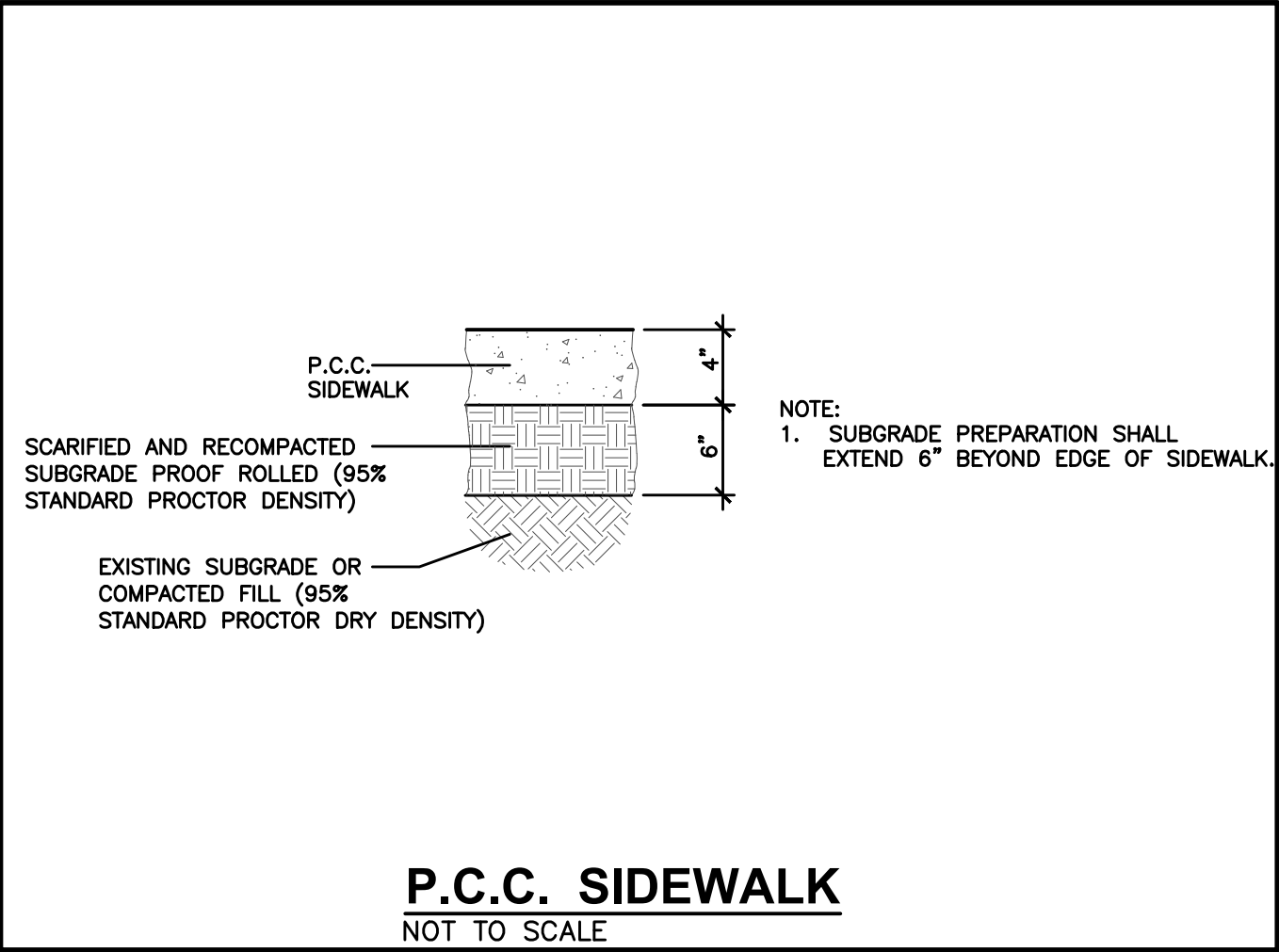
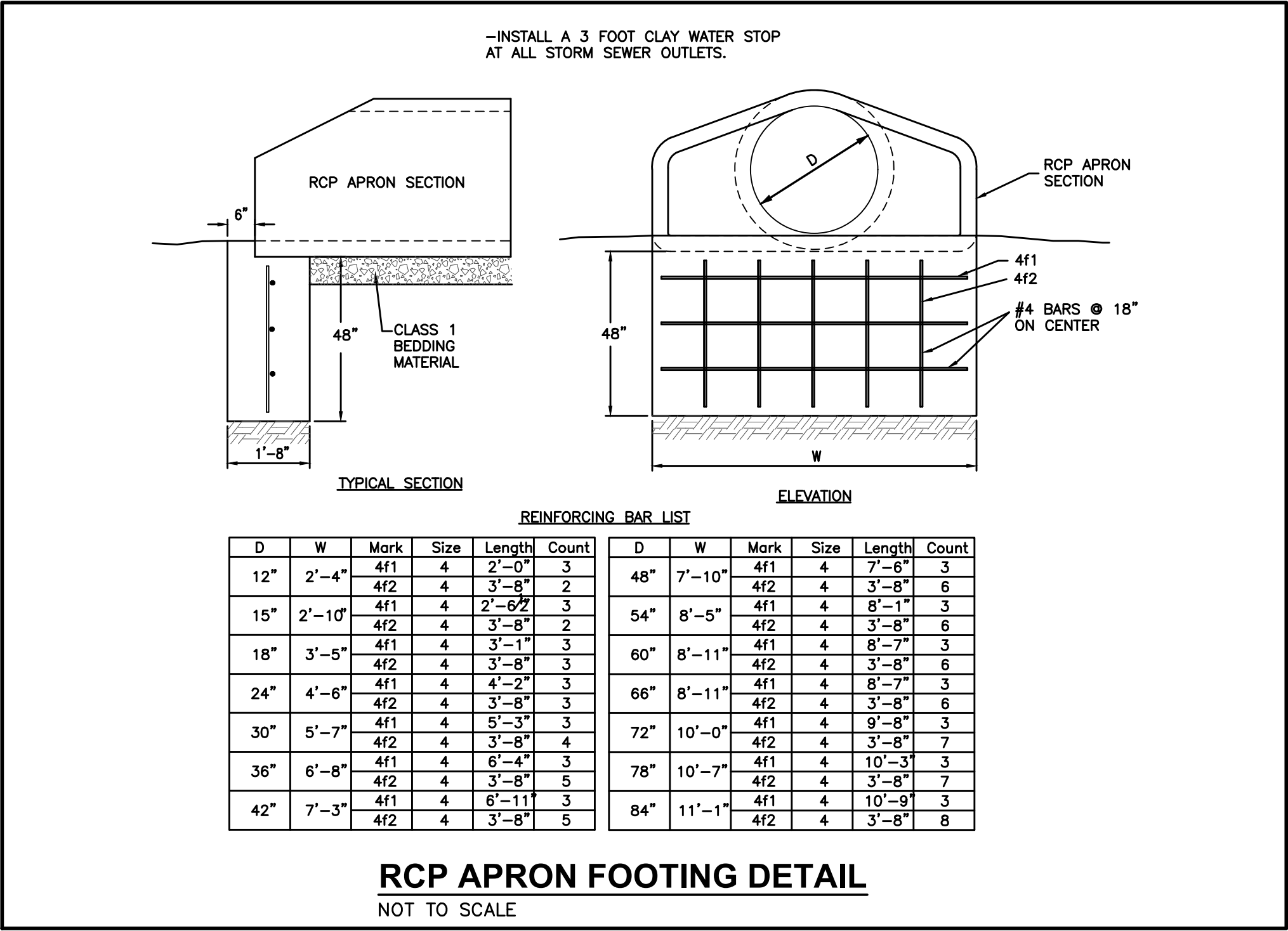
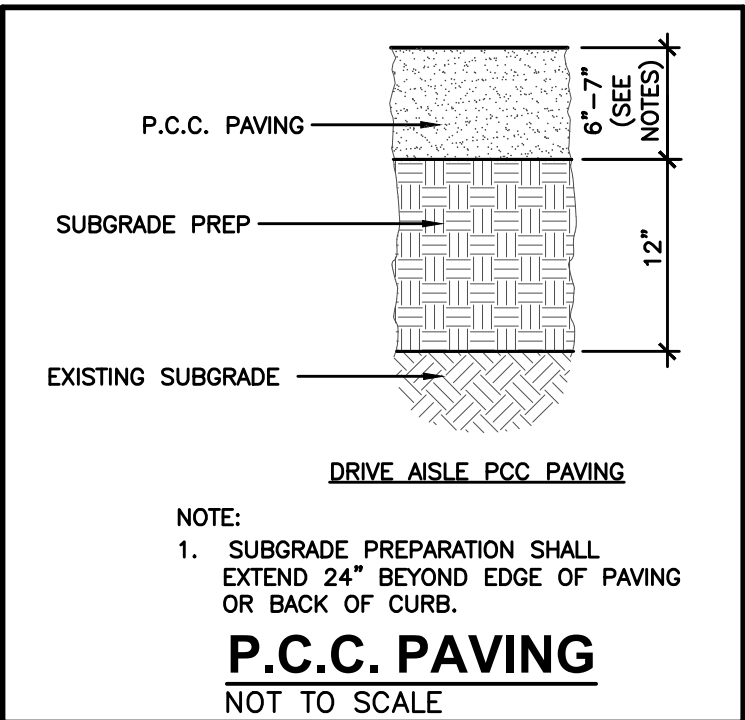
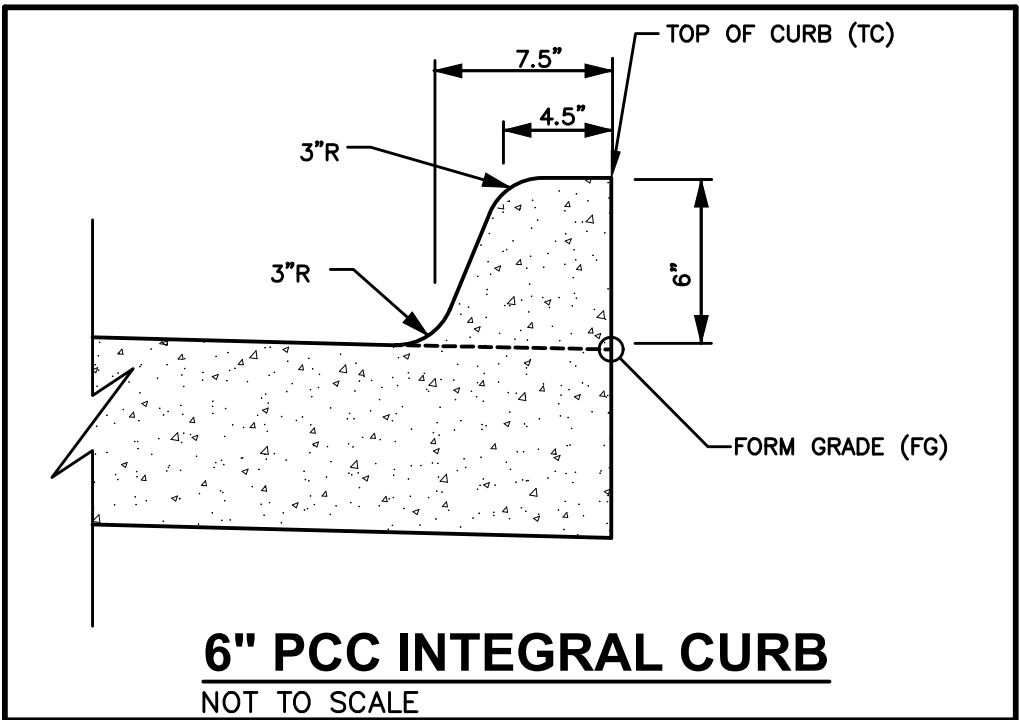
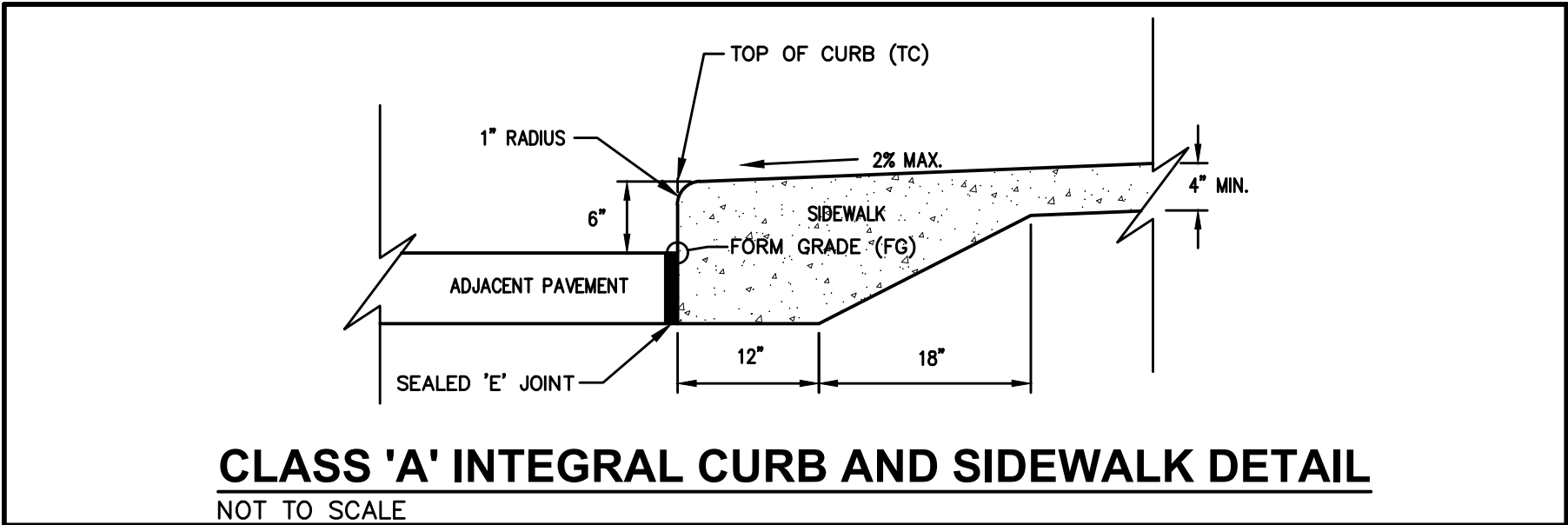
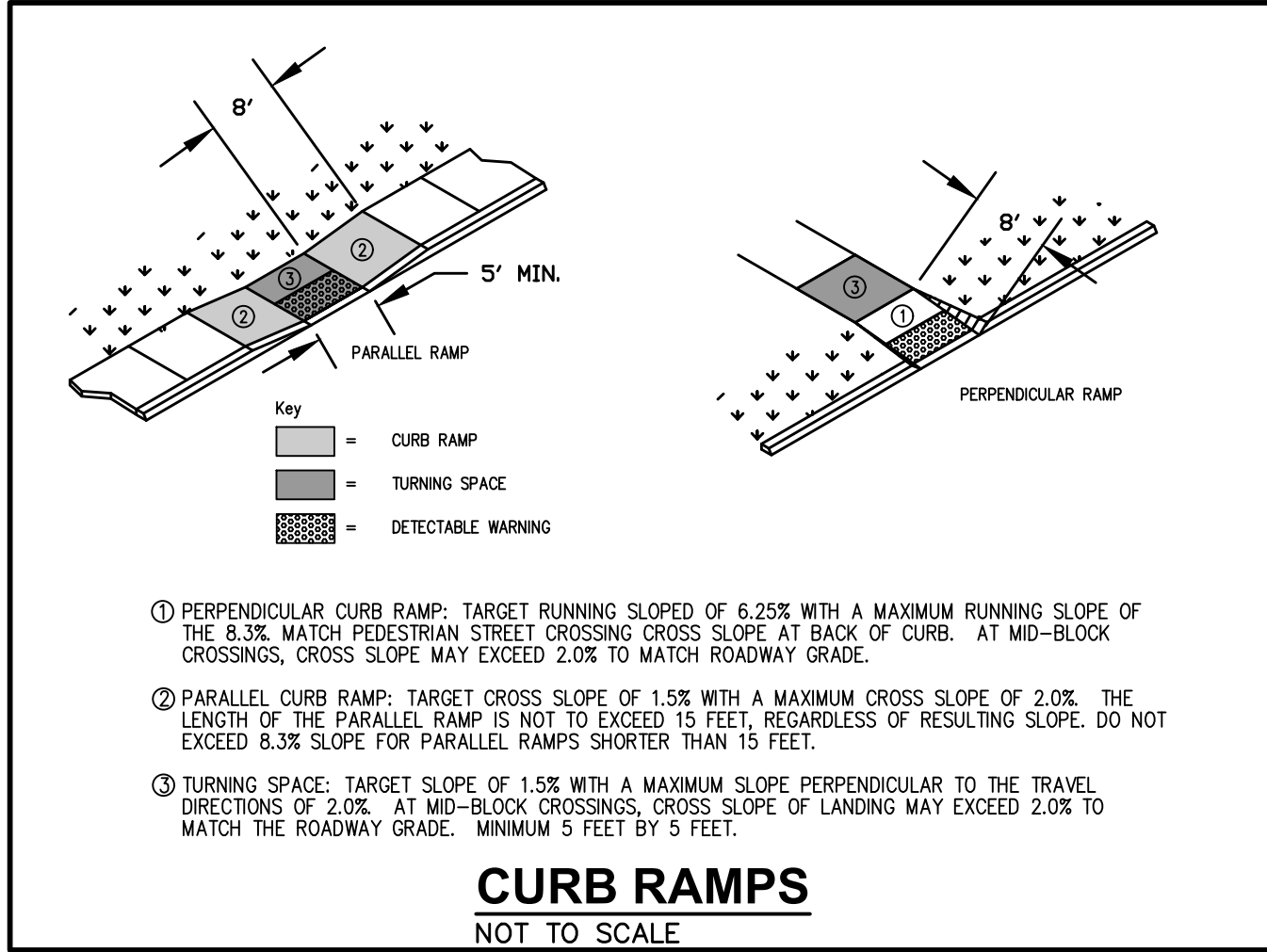


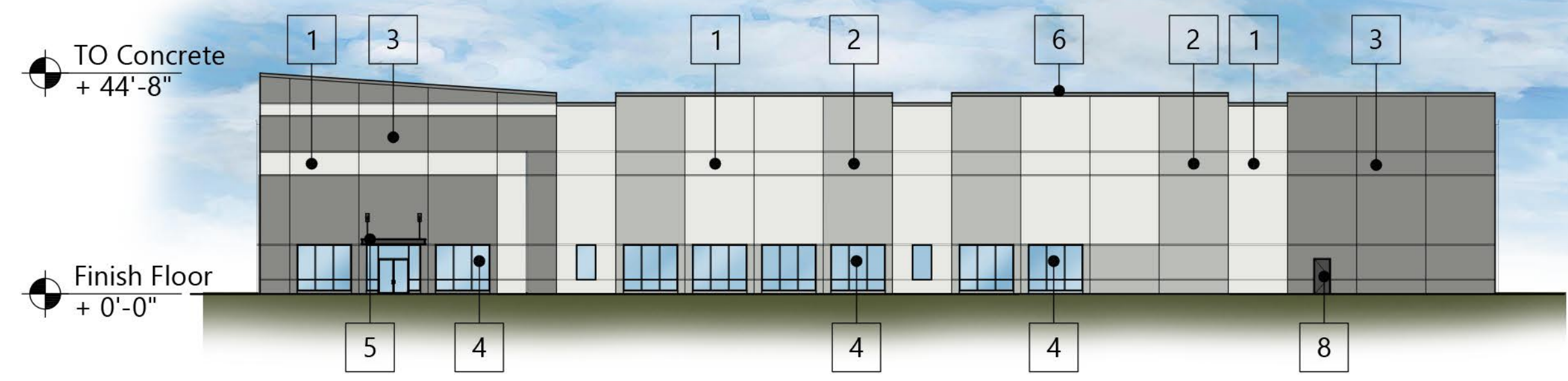
PLANT SCHEDULE

OVERSTORY TREES			
CODE	QTY	DESCRIPTION	SIZE
SH	4	SHADEMASTER HONEYLOCUST	2" CAL
AM	12	AUTUMN BLAZE MAPLE	2" CAL
SO	8	SWAMP WHITE OAK	2" CAL
RO	5	RED OAK	2" CAL
EVERGREEN TREES			
BS	8	COLORADO BLUE SPRUCE	6" HT.
SHRUBS			
BB	5	DWARF BURNING BUSH	18" HT.



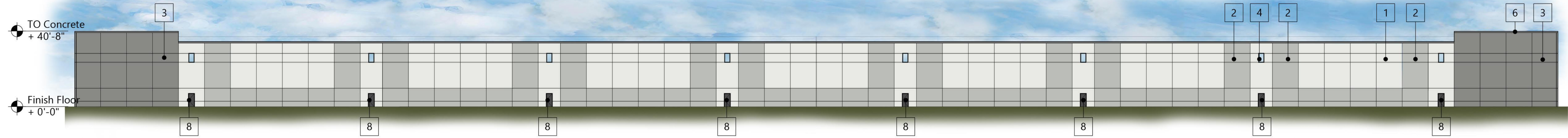
FILE: H:\2021\210780\DWG\210780-SITE.DWG
COMMENTS: SEE SHEET 1 FOR NOTES
PLOT: 6/25/2022 7:46 PM
DESIGNED BY: J. GRIMES
CHECKED BY: J. GRIMES
ENGR: J. GRIMES





- MATERIALS KEY:**
- 1 Precast Concrete Panel, Painted
Color: PPG1010-1 Pegasus
 - 2 Precast Concrete Panel, Painted
Color: PPG1010-3 Solstice
 - 3 Precast Concrete Panel, Painted
Color: PPG1010-5 Downpour
 - 4 Black Anodized Storefront Frames with Gray Tinted Glass
 - 5 Premanufactured Metal Canopy and Wall Attachments
 - 6 Prefinished Metal Coping
 - 7 Dock Door
 - 8 Steel Door/Frame
 - 9 Drive-In Door
 - 10 Dock Stair/Door

South Façade Glazing Calculation	
Typ. Window Length (ft)	11
Window Quantity	11
Total Linear Feet Glazing	121
Total Façade Length (ft)	250
Total % Glazed	48%



Exterior Elevations

