



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

**CITY COUNCIL MEETING**

Grimes City Hall 5:30 P.M.

March 11, 2014

**Mayor Tom Armstrong**

**City Council: Jill Altringer, Tami Evans, Craig Patterson**

**Ty Blackford and Doug Bickford**

**City Administrator Kelley Brown**

**City Clerk Rochelle Williams, City Treasurer Deb Gallagher,**

**City Attorneys Tom Henderson, Erik Fisk**

**City Engineer John Gade**

Every member of the public and every Council Member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate.

- We may disagree, but we will be respectful of one another
- All comments will be directed to the issue at hand
- Personal attacks will not be tolerated

**GENERAL AGENDA ITEMS.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
  - A. Minutes from meeting on February 25, 2014
  - B. Mississippi Lime – bulk lime - \$3,690.25 (*lime is used at the water treatment plant*)
  - C. Municipal Supply Inc –\$25,932 (*new housing and meters for irrigation*)
  - D. Municipal Supply Inc. - \$3,198.20 (*meters for commercial buildings and new housing*)
  - E. Change Order #2 Layne Christensen for the Jordan Well –(*deduct of \$31,885.50 for revised quantities, deduct of \$12,024.00 due to high capacity of new well depth change, add \$16,102 Change check valve and increase valves from two to three, add \$9,743 due to high capacity of well a need for a larger pump and motor adaptor overall reduction of \$18,064.50*)
  - F. Fertilizer and Weed Control Contract with TruGreen for 2014-2015 Fiscal Year - \$43,413(*fertilizer and weed control for City*)
  - G. Resolution 03-1414 Waiving The City of Grimes Right to Review the Plat of Beaver Crossing Plat 2 Within the Two Mile Unincorporated Area of Polk County (*the City has the right to review*)



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846  
or waive the City's right to review on plats with two miles of the unincorporated area of Polk County)

- H. Set a Public Hearing and Action for Planning and Zoning for April 1, 2014 and a Public Hearing and Action for the Grimes City Council for April 8, 2014 to Adopt of the Grimes Official Zoning Map (*hearing to amend the zoning map*)
- I. Pay Request #6 Layne Christensen Company for the Jordan Well - \$65,624 (*progress payment*)
- J. Claims dated March 11, 2014

6. Fire Chief Report

7. Patrol Report

**PUBLIC AGENDA ITEMS** Council may consider and potentially act on the following Public Agenda items.

- A. Public Hearing on a Request from R & R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial
- B. Ordinance #626 First Reading on a request from R&R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited light Industrial (*this is the first of three readings that need to be approved for the zoning to be changed*)
- C. Prairie Business Park Site Plan (*site is located at the SE corner of SE 37<sup>th</sup> and South James Street*)
- D. Autumn Park Plat 4 Preliminary Plat (*12.17 for 26 single family lots, NW of Autumn Park Plat 3*)
- E. 3250 SE Gateway Drive Site Plan (*wholesale landscaping and carpet cleaning business*)
- F. Public Hearing and Action on Amendment of Current City Budget (*a Public Hearing and action by Council is required for an amendment to the current budget*)
- G. Public Hearing and Action on Budget Estimate for Fiscal Year July 1, 2014-June 30, 2015 (*a Public Hearing and Action by Council is required for new fiscal year budget estimate*)

**PUBLIC FORUM**

“Those 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.”

**COUNCIL ACTIONS**

**COUNCIL DISCUSSIONS**

- 1. Mayor's Report
  - a. Appointments
- 2. City Attorney's Report
- 3. City Engineer's Report



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

4. City Staff Report
5. Old Business
6. New Business

**ADJOURNMENT**

**CITY COUNCIL MEETING**  
Tuesday, February 25, 2014  
**Grimes City Hall 5:30 P.M.**

The regular meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, February 25, 2014 at 5:30 P.M. at the Grimes City Hall. Mayor Armstrong led the Pledge of Allegiance. Roll Call: Present: Evans, Blackford, Patterson, Altringer, Bickford

**GENERAL AGENDA ITEMS.**

**APPROVAL OF THE AGENDA**

Mayor Armstrong asked for approval of the agenda.

Moved by Evans, Seconded by Blackford; the agenda shall be approved.

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

**Eagle Scout Presentation – Cole Benson**

Cole Benson of 804 SE Trail Ridge Road of Grimes, Troop 171 presented an Eagle Scout Project for approval. Benson stated that he was interested in putting up signage at the Grimes Sports Complex that would show the trail around the Sports complex along with distances. Benson will work with City staff on the color and location of the sign.

Moved by Evans, Seconded by Blackford; the Eagle Scout Project presented by Cole Benson shall be approved.

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

**Approval of the Consent Agenda**

A. Minutes from meeting on February 11, 2014 B. Gortz Haus Liquor License Renewal Special Class C with Outdoor Services and Sunday Sales requested (*licenses are renewed annually at local and state level*) C. Resolution 02-1414 to Appoint a Member to the Polk County Emergency Management Polk County -Primary Chief Krohse Alternate Joe McAreavy (*this is a link between the Polk County Emergency Management Agency and the local jurisdiction*) D. Request for Early Release of Retained Funds for the SE Main Street Project to Absolute Concrete for the SE Main Street Improvement Project - \$22,720.18 (*according to Iowa Code 26.13 at any time after all or any part of the work on a public Improvement is substantially completed; the contractor may request the release of all or part of the retained funds owed.*) E. Vessco – Preventative Maintenance Parts for the Water Treatment Plant and Repair Parts for Old Water Plant - \$4,712.05 (*preventative maintenance for the water plants*) F. Physio-Control purchase of Lucas CPR Device EMS - \$13,477.30 (*\$10,000 to be paid through grant from Prairie Meadows Grant, CPR device to be purchased by fire department*) G. Midwest Breathing Air LLC Bauer Compressor for EMS - \$3,295 (*replace current system with upgraded filtration system*) H. University of Iowa Hygienic Lab for Special ASR Testing - \$3,775 (*this is for testing of the ASR “Aquifer Storage and Recovery Well”*) I. Set Public Hearing and Action for the Amendment of Current City Budget for March 11, 2014 (*when revenue and expenditure appropriation are changed during a budget year the Council must approve the amendment through a public hearing and action*) J. Set Public Hearing and Action on the Proposed Budget for fiscal year July 1, 2014-June 30, 2015 for March 11, 2014 (*a Public Hearing and action is required to show the proposed receipts and expenditures that are being budgeted for in the new fiscal year*) K. Request for early payoff of Lift Station note not to exceed \$417,500 (*current note is at 6 ½ percent, funding will come from water tapping fees*) L. Enclosed Concrete Trailer from R/T Motors

Inc - \$5,540 (trailer to get concrete supplies to job site) M. Claims Report date February 25, 2014 in the amount of \$265,804.02

Moved by Patterson, Seconded by Bickford; the Consent Agenda shall be approved.

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

Jan-14

	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	4,367,916.92	678,174.97	430,846.51	4,615,245.38
Special Revenue Fund	1,997,678.34	79,086.81	2,038,035.73	38,729.42
Debt Service Capital Improvements	2,714,501.79	1,265,702.93	0.00	3,980,204.72
Enterprise Fund	968,100.35	701,322.50	413,505.87	1,255,916.98
	4,952,743.82	1,169,128.42	1,558,546.66	4,563,325.58
Total	15,000,941.22	3,893,415.63	4,440,934.77	14,453,422.08

### **PEOPLESERVICE REPORT**

Steve Robinette of PeopleService and Grimes Water and Wastewater was present to update the Council. Robinette stated that there had not been a change in the levels in the shallow well but that is probably due to the frost and the inability of the water to seep back into the aquifer. He stated that the Jordan Well has been approved by the DNR and that he was going to start testing on the well next week. Robinette stated that they have a new intern working for them who is working out very well.

### **PUBLIC AGENDA ITEMS**

#### **A. Presentation on Tomorrow Plan – Bethany Wilcoxon Des Moines Area MPO**

Wilcoxon provided a presentation to the Council with a focus on communities working as one region to compete globally and to leave a sustainable legacy for future generations. She added that this plan has been worked on for three years. She stated that this work through The Tomorrow Plan focuses on housing and transportation, the economy, the environment, and community vitality. Wilcoxon stated that the plan will save us money by drawing our resources and talent to the region to prepare us for future growth. She did emphasis that this is a voluntary plan and just a blue print and guide as each community is different with their needs. Wilcoxon asked for any questions. Mayor Armstrong stated again this is a voluntary plan and that each City can treat their ordinance and planning individually as we see fit is just showing Best Practices across the region. Council Member Bickford asked what the best success has been on this plan. Wilcoxon stated that one of the biggest successes is the frank discussion that has happen with leaders around the communities. She stated in the past it was about transportation issues and now it is housing and environmental issues that are being faced, issues that people have not wanted to touch previously as their wasn't a regional forum previously. Wilcoxon stated that over the three years a level of trust has been built to have those frank discussions. She stated also putting into the plan things from her community engagement over the years and their input from all social economic levels.

#### **B. Resolution 02-1314 Support of the Tomorrow Plan**

Moved by Patterson, Seconded by Bickford; Resolution 02-1214 showing support of the Tomorrow Plan shall be approved.

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

**C. Discussion/ Watershed Management Authority of Walnut Creek – Bethany Wilcoxon Des Moines Area MPO**

Bethany Wilcoxon of the Des Moines MPO was present to give a presentation on a request to be part of a 28E to create a Watershed Management Authority for Walnut Creek. She stated that this is a big part of the Tomorrow Plan with the flooding issues that have happened in the past. Wilcoxon stated that Code of Iowa authorizes two or more political subdivision located within the same United State Geological Survey Hydrologic Unit Code watershed to enter into a 28E to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for mutual advantage. She stated that as part of the 28E flooding issues would be addressed, develop coordination in the watershed and work together to access funding. Wilcoxon added that a Board of Directors would be put together with one voting Board member from each entity. She stated that the Authority's duties would be to assess and reduce flood risk, assess and improve water quality, monitor federal flood risk planning and activities, educate residents, allocate moneys that are made available to the watershed. Council Member Altringer asked where the funding would come from. Wilcoxon stated there is no money to form the water shed. She stated there are grants that can be pursued. Council Member Patterson asked about the timeline on this to get everyone on board. Wilcoxon stated there was no timeline but that the 28E has been filed with the Secretary of State so once others join they will be added on. Council Member Patterson asked if this was an agreement that could be pulled out of if the Council changed their mind at a later point. Council Member Altringer read from the contract that a 90 day notice is required to pull out of the contract but the contract lasts until perpetuity. Council Member Patterson asked how many other watershed authorities there are in Iowa. Wilcoxon stated that she knew there was one in eastern Iowa and the Waterloo Cedar Falls area. She also knew that another one is being worked on in the Greene and Carroll counties. Wilcoxon stated that there is money available at this time through the state. Council Member Patterson wanted to make sure that if we sign this there would be no negative impact to the City. City Engineer Gade stated that he felt there was no negative impact to the City that this would allow to apply for funding and priorities projects. He said it is not committing us to any funding. Council Member Altringer also asked about the funding. Gade stated that everything would be voted on for use of the funding. Council Member Altringer stated that the contract states that interested parties can join the watershed and asked for clarification as to who those parties would be. Wilcoxon stated that it could be the MPO for the Raccoon River Group or someone who would have a stake in the watershed.

**D. 28E to Create a Watershed Management Authority for Walnut Creek**

Moved by Evans Seconded by Blackford; the 28E to create a Watershed Management Authority for Walnut Creek shall be approved.

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

**E. Set a Date to Received Bids for March 18, 2014 at 2:30 pm and Set a Date for a Public Hearing, Approval of Plans and Specifications and Award of Contract for March 25, 2014 for the ASR Well No. 1 Well Pump and Control Building Improvements (*the extent of work will include installation of a new ASR well pump, demolition of existing water treatment plant equipment, installation of chemical feed systems, installation of piping and valves, HVAC and plumbing replacement, building renovations, structural modifications, and installation of associated electrical equipment*)**

Moved by Patterson, Seconded by Blackford; the bid date of March 18, 2014 and a Public Hearing and Action on March 25, 2014 for the ASR Well No. 1 Well Pump and Control Building Improvements shall be approved.

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

**F. Public Hearing First Reading of Ordinance #625 to Add Language to Chapter 106 Collection of Solid Waste to add language regarding pick up of solid waste (*if the 96 gallon container is full and resident has additional garbage this may be picked up by placing garbage in bags next to the container. A bag of garbage by itself will not be picked up. Additional bags shall not be placed in containers.*)**

Mayor Armstrong opened the Public Hearing at 6:10 pm. There being no written oral comment the Hearing was closed at 6:10 pm. The Council discussed concern over the residents not being able to place an additional container alongside of the 96 gallon tote for additional garbage.

Mayor Armstrong advised that the Council consensus was to take no action on this item at this time.

## **PUBLIC FORUM**

Michael Schneider of 608 SE Meadowlark Drive, Grimes addressed the Council. He stated that he had attended the previous City Council meeting requesting the Council look into allowing chickens in the City limits. Mayor Armstrong advised Schneider that the Council was going to be provided some information on the issue later in the meeting.

Marty Frueh of 313 SW Kennybrooke Drive addressed the Council. Frueh asked if the Council was being proactive in regards to the Emerald Ash Borer anticipated infestation. Public Works Director Joe McAreavy advised that money has been budgeted towards removal of some trees. He also stated that a Tree Board is going to be formed and an inventory of the trees in the City is going to be done. McAreavy also stated that Metro Waste Authority is making plans for disposal options.

## **COUNCIL ACTIONS**

### **A. Glenstone Park Phase I Alternate Bids Discussion (*Alternate 1- artificial grass at a cost of \$24,525 Alternate 2 - basketball court at a cost of \$37,730*)**

The Council discussed the alternate bids that were received as part of the Glenstone Park Phase I bids. Bob Gibson of Civil Design Advantage stated that at the request of Public Works Director Joe McAreavy he obtained a bid from the contractor doing the Phase I to add a section of trail along Glenstone Drive which would cost around \$28,000. McAreavy added that he received an email from a Park and Recreation Board member that expressed concern over the lack of a walkway on the west side of Glenstone. He added that in Phase I the trail is not part of this. Morgan Molden of 2812 SE Cobblestone Drive, Grimes addressed the Council regarding safety concerns of people trying to cross over into the park area. Council Member Evans asked how a crossing was going to make it safer for people to get into the park area. City Engineer stated that he felt that the request was if a crossing was put in it could lead to a sidewalk. He added that this may not improve the safety issue but make a place for people to cross. Molden asked about possible signage. Council Member Altringer asked if the sidewalk was part of Phase II and McAreavy advised that it was part of Phase II. McAreavy added that he did have Gibson get a quote for consideration and it came in at \$28,000. Council Member Bickford asked Molden who is a board member for the Park and Recreation Board what the Park Board would like to see given consideration. Molden stated that she received feedback from a few of the board members and their concern is safety. She added that the basketball court is desired as this would be geared towards teens and adolescents. Mayor Armstrong stated that he was concerned that if we tried to add the trail at this point would it be additional work or require a new bid. Bob Gibson stated a concrete guy would be doing the sidewalks around the play equipment so a better price could probably be obtained for the trail if the same contractor got the low bid. City Administrator Brown asked if they were willing to spend the dollar amount for the trail as they were already amending the current budget for Phase I and Phase II and were they willing to amend it again. Council Member Evans stated that with safety being the number one priority to keep in mind is this really going to help with safety? Council Member Patterson stated that he thought this should go back to Park and Recreation Board to see what their priorities are. Mayor Armstrong brought the conversation back to the discussion on Alternate 1 and Alternate 2 of the Glenstone Park Phase I. Council Member Evans and Bickford were both interested in the basketball court and not the artificial grass.

Moved by Bickford, Seconded Blackford; Alternate 2 providing for the basketball court in the amount of \$37,730 shall be approved.

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

## **COUNCIL DISCUSSIONS**

### **1. Mayor's Report**

Mayor Armstrong advised that he was not ready at this time to make any additional appointments to the Park and Recreation Board and the Board of Adjustment. He advised that he was still looking for two females for the Board of Adjustments for gender equality if at all possible.

### **2. City Attorney's Report**

Attorney Henderson had no report.

### **3. City Engineer's Report**

City Engineer Gade had no report.

### **4. City Staff Report**

Public Works Director Joe McAreavy provided information to the Council on what other metro communities allow in regard to allowing chickens in the city limits. McAreavy stated that Des Moines allows for up to 25 chickens per family lot. Johnston allows up to two chickens per residential lot over 20,000 sq feet but allows you to petition the Board of Adjustment if you have a smaller lot.

Windsor Heights allows up to two chickens on a typical single lot. Altoona, Ankeny, Pleasant Hill, Urbandale and Waukee do not allow chickens within single-family zoned areas. Council Members Evans and Patterson asked about doing a survey to get feedback from the community regarding the request. City Administrator Brown will put a survey in the utility newsletter and in the Grimes Living Magazine.

### **5. Old Business**

None

### **6. New Business**

None

## **ADOURNMENT**

Moved by Altringer, Seconded by Blackford; there being no further business, the meeting shall be adjourned at 6:50 pm.

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

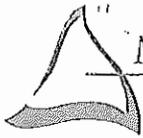
ATTEST:

---

Rochelle Williams, City Clerk

---

Thomas M. Armstrong, Mayor



**MISSISSIPPI  
LIME**

**MISSISSIPPI LIME COMPANY**  
P.O. Box 840033  
Kansas City, MO 64184-0033

Phone: 800-437-5463  
314-543-6300  
Fax: 314-543-6570

Discovering what's possible with calcium



**Invoice Number:** 1131888

**Terms:** NET 15 DAYS

**Date:** 02/26/2014

**Bill To :** GRIMES IA CITY OF  
83302 101 NORTH HARVEY STR  
GRIMES, IA 50111 USA

**Ship To :** GRIMES IA CITY OF  
83303 C/O PEOPLE SERVICE  
7850 NW 128TH ST  
GRIMES, IA 50111 US

Shipment Date	Product Number	Product Description	Quantity UOM	Unit Price	Amount
02/26/2014	247	GRAN STANDARD QUICKLIME~ - CaO	25.450 TN	\$145.00	\$3,690.25
<b>Bill of Lading:</b> 527891-1		<b>VIA:</b> TRUCK	<b>FOB:</b> STE GENEVIEVE, MO		
<b>Customer PO:</b> 13266		<b>Trailer No:</b> 377		<b>Freight Terms:</b> COLLECT	
<b>Carrier:</b> CTS		<b>Net Weight:</b> 50,900.000			

*Note: Pricing includes palletizing and stretch wrapping where applicable.*

**Subtotal:** \$3,690.25  
**Total Tax :** \$0.00  
**Total Amount Due:** \$3,690.25

**RECEIVED MAR 3 2013**

P.O. No. \_\_\_\_\_

13266

### CITY OF GRIMES

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

#### PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Mississippi Lime  
Name

7116 1/2 P.O. Box 2247 Allen, IL  
Address

800-437-5463  
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Bulk Lime	25 Tons	145 <sup>00</sup>	\$3,625 <sup>00</sup>

cont # 527891-1

PURCHASE JUSTIFICATION: WTP Op. Chen.

DEPARTMENT: Water

LINE ITEM: 600-910-6350.4

BEGINNING BUDGET BALANCE: \_\_\_\_\_

ENDING BUDGET BALANCE: \_\_\_\_\_

PURCHASE REQUESTED BY: [Signature] DATE: 2/24/14

#### PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown  
Kelley L. Brown City Administrator/Clerk

2-24-14  
Date

3-11-14  
Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy

P.O. No. \_\_\_\_\_

13269

### CITY OF GRIMES

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

#### PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Municipal Supply, Inc.  
 Name  
1550 N.E. 51st Ave. DM, IA. 50313  
 Address  
 # 262-1300 Ticket # 424946  
 Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>3/4" I-Perl Meters</u>	<u>76</u>	<u>\$16.00</u>	<u>\$ 8816.00</u>
<u>MXU's Dual Port Handlw.</u>	<u>76</u>	<u>\$124.00</u>	<u>\$ 9,424.00</u>
<u>1" I-Perl Meters</u>	<u>30</u>	<u>\$196.00</u>	<u>\$ 5,880.00</u>
<u>3/4" Meter Spuds</u>	<u>75</u>	<u>\$11.00</u>	<u>\$ 825.00</u>
<u>1" Meter Spuds</u>	<u>60</u>	<u>\$16.45</u>	<u>\$ 987.00</u>

PURCHASE JUSTIFICATION: For new housing & Irr. Systems. \$ 25,932.00

DEPARTMENT: WTP

LINE ITEM: 600-810-6350.3

BEGINNING BUDGET BALANCE: \_\_\_\_\_

ENDING BUDGET BALANCE: \_\_\_\_\_

PURCHASE REQUESTED BY: Mark Devine DATE: 2/24/14

#### PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley L. Brown 2-24-14  
 Kelley L. Brown City Administrator/Clerk Date

Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy

P.O. No. \_\_\_\_\_

13277

# CITY OF GRIMES

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

## PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Municipal Supply, Inc.  
 Name  
1550 N.E. 51st Ave, DM, IA 50313  
 Address  
# 262-1300  
 Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
2" Compound Orini Water Meters	2 EA	\$1,365. <sup>00</sup>	\$2,730. <sup>00</sup>
3/4" x 2 1/2" Meter flanges	4 EA	\$48. <sup>30</sup>	\$193. <sup>20</sup>
3/4" x 2 1/2" Meter Spuds	25 EA	\$11. <sup>00</sup>	\$275. <sup>00</sup>

PURCHASE JUSTIFICATION: New Commercial Bldgs Total \$3,198.<sup>20</sup>  
& New housing.

DEPARTMENT: WTP  
 LINE ITEM: 600-810-6350.3  
 BEGINNING BUDGET BALANCE: \_\_\_\_\_  
 ENDING BUDGET BALANCE: \_\_\_\_\_

PURCHASE REQUESTED BY: Mark Devine DATE: 2/28/14  
 PURCHASE ORDER APPROVAL AND ASSIGNMENT  
Kelley Brown \_\_\_\_\_  
 Kelley L. Brown City Administrator/Clerk Date 2.28-14

Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy

# Change Order No. 2

for

## Jordan Well

### Grimes, Iowa

### 2013

	<p>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.</p> <p><i>Steven A. Van Dyke</i>      2/25/14 _____ STEVEN A. VAN DYKE, P.E.      DATE License number 16044</p> <p>My license renewal date is December 31, 2015.</p> <p>Pages or sheets covered by this seal: All.</p>
---	---

# Change Order No. 2

Project: <b>Jordan Well</b>	Date of Contract: <b>May 10, 2013</b>
Owner: <b>City of Grimes, Iowa</b>	Owner's Contract No.: <b>N/A</b>
Engineer: <b>FOX Engineering</b>	Engineer's Project No.: <b>3364-12B</b>
Contractor: <b>Layne Christensen Company</b>	Date of Issuance: <b>March 11, 2014</b>

**The Contract Documents are modified as follows upon execution of this Change Order:**

**DESCRIPTIONS:**

**Item 1** Revised the following quantities based on actual constructed values:

Item No.	Description	Unit	Bid Quantity	Constructed Quantity	Change in Quantity	Bid Unit Price	Add/Deduct Amount
3	Drilled Hole & Surface Casing	LF	400	360	-40	\$580.00	-\$23,200.00
4	22" Drilled Hole	LF	1,807	1,850	+43	\$201.00	+\$8,643.00
5	Ream 22" Drilled Hole	LF	400	460	+60	\$183.00	+\$10,980.00
6	24" Well Casing	LF	802	808	+6	\$159.00	+\$954.00
7	18" Well Casing	LF	1,407	1,402	-5	\$118.00	-\$590.00
9	Grout Casing	Sacks	2,700	2,336	-364	\$20.00	-\$7,280.00
11	16" Drilled Hole	LF	344	341	-3	\$202.00	-\$606.00
13	Well Development	HRS	48	2	-46	\$350.00	-\$16,100.00
15	Well Production Pump Test	HRS	25	17.25	-7.75	\$550.00	-\$4,262.50
28	Sound Barrier Fence	LF	200	196	-4	\$106.00	-\$424.00

<b>Total Change in Contract Amount</b>	<b>Deduct of \$31,885.50</b>
--	------------------------------

**Item 2** Revise *Bid Item 18 Pump, Motor, Column, Cable & Airline* as follows:

- Due to the very high specific capacity of the new well, the pump setting shall be reduced from the original planned depth of 576 feet to a constructed depth of approximately 410 feet. **Deduct \$12,024.00 for this change.**
- Based on the manufacturer's recommendations, change the check valve from the specified Flowmatic 80S6 to Flowmatic 80S6VFD. Also, change the number of check valves from one to three. Install one valve 20 feet above the pump and the other two at 200 foot intervals above the pump as recommended by the manufacturer. **Add \$16,102.00 for this change.**

**The net change to Bid Item 18 is an add amount of \$4,078.00.**

**Item 3** The high specific capacity of the well allowed for increasing the pump capacity from 1,200 gallons per minute to 1,400 gallons per minute. This will require a larger pump and motor adaptor to provide the higher pumping capacity. **Add \$9,743.00 for this change.**

Attachments: None.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$1,986,633.00

Increase  **Decrease** from previously approved Change Orders:

\$6,337.00

Contract Price prior to this Change Order:

\$1,980,296.00

Increase  **Decrease** of this Change Order:

\$18,064.50

Contract Price incorporating this Change Order:

\$1,962,231.50

**CHANGE IN CONTRACT TIMES:**

Original Contract  Working  Calendar  
Substantial completion: September 30, 2013

Ready for final payment: October 31, 2013

Increase  Decrease from previously approved Change Orders:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion: September 30, 2013

Ready for final payment: October 31, 2013

Increase  Decrease of this Change Order:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times with all approved Change Orders:

Substantial completion: September 30, 2013

Ready for final payment: October 31, 2013

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 2/25/14

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 2/17/2014



## COMMERCIAL SERVICE AGREEMENT

Branch Address:  
 Branch:  
 Phone Number: Office- 515-289-0002 Cell- 515-202-0413  
 Email: matthbbert@trugreenmall.com  
 Address Line 1 301 SW Oralabor Rd  
 Address Line 2  
 City Ankeny State IA Zip 50023

Property Address:  
 Name: City of Grimes  
 Contact Name: Joe McAreavy Phone Number: 515-208-5822  
 Email:  
 Address Line 1 Multi Location- See Addendum A  
 Address Line 2  
 City Grimes State IA Zip -50111

Bill To:  
 Name: City of Grimes  
 Contact Name: Joe McAreavy Phone Number: 515-208-5822  
 Email:  
 Address Line 1 101 N Harvey St  
 Address Line 2  
 City: Grimes State IA Zip -50111

### LAWN CARE SERVICES

### TREE AND SHRUB CARE SERVICES

TREATMENT	DESCRIPTION/As Needed	COST	TREATMENT	DESCRIPTION/As Needed	COST
APPLICATION 1	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$5,531.00	APPLICATION 1	<ul style="list-style-type: none"> <li>SUPERIOR HORTICULTURE OIL</li> </ul>	
APPLICATION 2	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> <li>CRABGRASS CONTROL</li> </ul>	\$7,805.00	APPLICATION 2	<ul style="list-style-type: none"> <li>ROOT ZONE FERTILIZATION</li> </ul>	
APPLICATION 3	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$6,243.00	APPLICATION 3	<ul style="list-style-type: none"> <li>INSECT CONTROL</li> <li>DISEASE CONTROL</li> </ul>	
APPLICATION 4	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$3,358.00	APPLICATION 4	<ul style="list-style-type: none"> <li>INSECT CONTROL</li> <li>DISEASE CONTROL</li> </ul>	
APPLICATION 5	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$6,003.00	APPLICATION 5	<ul style="list-style-type: none"> <li>INSECT CONTROL</li> <li>DISEASE CONTROL</li> </ul>	
APPLICATION 6	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$2,248.00	APPLICATION 6	<ul style="list-style-type: none"> <li>ROOT ZONE FERTILIZATION</li> </ul>	
APPLICATION 7	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>		APPLICATION 7	<ul style="list-style-type: none"> <li>SUPERIOR HORTICULTURE OIL</li> </ul>	
ANNUAL LAWN CARE COST:		\$31,188.00	ANNUAL TREE/SHRUB CARE COST:		

### BENEFICIAL SERVICES

### BENEFICIAL SERVICES

DESCRIPTION/As Needed	COST	DESCRIPTION/As Needed	COST
<input type="checkbox"/> VEGETATION CONTROL- NON TURF AREAS- See Addendum A For Locations/Frequency	\$3,152.00	<input type="checkbox"/> APPLE SCAB TREATMENTS	
<input type="checkbox"/> PRUNING- Trim + Shape+ Removal+ Disposal		<input type="checkbox"/> IRON INJECTION	
<input type="checkbox"/> GRUB CONTROL- Includes Insurance- See Addendum A For Locations/Frequency	\$9,073.00	<input type="checkbox"/>	
<input type="checkbox"/> MULCHING- Includes Product- Labor & CleanUp		<input type="checkbox"/>	
<input type="checkbox"/> CORE AERATION - Relives Soil Compaction + Increases Nutrients and Oxygen to Roots		<input type="checkbox"/>	
<input type="checkbox"/> CORE AERATION + SEEDING		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
ANNUAL BENEFICIAL SERVICES COST:	\$12,225.00	ANNUAL BENEFICIAL SERVICES COST:	
TOTAL SALES TAX:		TOTAL SALES TAX:	
TOTAL ANNUAL LAWN CARE SERVICE COST:	\$43,413.00	TOTAL ANNUAL TREE/SHRUB SERVICE COST:	

COMMENTS:  
 Free Service Calls: Treatments are scheduled every 4 to 6 weeks. If you see weeds 14-28 days after any regular application, all you need to do is pick up the phone and call (515) 289-0002. We will then be out within 72 business hours to re-spray the weeds at no charge.

COMMENTS:  
 Our Guarantee  
 TruGreen LawnCare is committed to providing you with the highest quality service. If you're not totally satisfied with our recommended service, we will continue working with you until you are satisfied, or refund the amount of your last application.

# Standard Terms and Conditions

1 year  
MH

- Term.** The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
- Price Increases.** (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, change in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, this Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
- Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
- Check processing policy ACH:** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
- Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
- LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.**
- Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
- Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitees on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
- No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
- Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
- No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
- Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
- Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
- Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants infested by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
- Authorization to provide services.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
- Notice.** All notices as required under this Agreement shall be made to:

Customer: City of Grimes TruGreen: [Signature]

- MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationship among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
- CLASS ACTION WAIVER.** Any claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
- Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
- This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

TruGreen Limited Partnership  
By: [Signature] Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER





## COMMERCIAL SERVICE AGREEMENT

Branch Address:  
 Branch:  
 Phone Number: Office- 515-289-0002 Cell- 515-202-0413  
 Email: matthibbert@trugreenmail.com  
 Address Line 1 301 5W Oralabor Rd  
 Address Line 2  
 City Ankeny State IA Zip 50023

Property Address:  
 Name: City of Grimes Additional Areas  
 Contact Name: Joe McAreavy Phone Number: 515-208-5822  
 Email:  
 Address Line 1 Multi Locations- See Addendum B  
 Address Line 2  
 City Grimes State IA Zip -50111

Bill To:  
 Name: City of Grimes  
 Contact Name: Joe McAreavy Phone Number: 515-208-5822  
 Email:  
 Address Line 1 101 N Harvey St  
 Address Line 2  
 City: Grimes State IA Zip -50111

### LAWN CARE SERVICES

### TREE AND SHRUB CARE SERVICES

TREATMENT	DESCRIPTION/As Needed	COST	TREATMENT	DESCRIPTION/As Needed	COST
APPLICATION 1	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$2,030.00	APPLICATION 1	<ul style="list-style-type: none"> <li>SUPERIOR HORTICULTURE OIL</li> </ul>	
APPLICATION 2	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> <li>CRABGRASS CONTROL</li> </ul>	\$2,716.00	APPLICATION 2	<ul style="list-style-type: none"> <li>ROOT ZONE FERTILIZATION</li> </ul>	
APPLICATION 3	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$2,348.00	APPLICATION 3	<ul style="list-style-type: none"> <li>INSECT CONTROL</li> <li>DISEASE CONTROL</li> </ul>	
APPLICATION 4	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$2,030.00	APPLICATION 4	<ul style="list-style-type: none"> <li>INSECT CONTROL</li> <li>DISEASE CONTROL</li> </ul>	
APPLICATION 5	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$2,348.00	APPLICATION 5	<ul style="list-style-type: none"> <li>INSECT CONTROL</li> <li>DISEASE CONTROL</li> </ul>	
APPLICATION 6	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>	\$2,030.00	APPLICATION 6	<ul style="list-style-type: none"> <li>ROOT ZONE FERTILIZATION</li> </ul>	
APPLICATION 7	<ul style="list-style-type: none"> <li>FERTILIZATION</li> <li>WEED CONTROL</li> </ul>		APPLICATION 7	<ul style="list-style-type: none"> <li>SUPERIOR HORTICULTURE OIL</li> </ul>	
ANNUAL LAWN CARE COST:		\$13,502.00	ANNUAL TREE/SHRUB CARE COST:		

### BENEFICIAL SERVICES

### BENEFICIAL SERVICES

DESCRIPTION/As Needed	COST	DESCRIPTION/As Needed	COST
<input type="checkbox"/> VEGETATION CONTROL- NON TURF AREAS- See Addendum B For Locations/Frequency	\$1,200.00	<input type="checkbox"/> APPLE SCAB TREATMENTS	
<input type="checkbox"/> PRUNING- Trim + Shape+ Removal+ Disposal		<input type="checkbox"/> IRON INJECTION	
<input type="checkbox"/> GRUB CONTROL- Includes Insurance- See Addendum B For Locations/Frequency	\$3,045.00	<input type="checkbox"/>	
<input type="checkbox"/> MULCHING- Includes Product- Labor & CleanUp		<input type="checkbox"/>	
<input type="checkbox"/> CORE AERATION - Relives Soil Compaction + Increases Nutrients and Oxygen to Roots		<input type="checkbox"/>	
<input type="checkbox"/> CORE AERATION + SEEDING		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
ANNUAL BENEFICIAL SERVICES COST:	\$4,245.00	ANNUAL BENEFICIAL SERVICES COST:	
TOTAL SALES TAX:		TOTAL SALES TAX:	
TOTAL ANNUAL LAWN CARE SERVICE COST:	\$17,747.00	TOTAL ANNUAL TREE/SHRUB SERVICE COST:	

COMMENTS:  
 Free Service Calls: Treatments are scheduled every 4 to 6 weeks. If you see weeds 14-28 days after any regular application, all you need to do is pick up the phone and call (515) 289-0002. We will then be out within 72 business hours to re-spray the weeds at no charge.

COMMENTS:  
 Our Guarantee  
 TruGreen LawnCare is committed to providing you with the highest quality service. If you're not totally satisfied with our recommended service, we will continue working with you until you are satisfied, or refund the amount of your last application.

# Standard Terms and Conditions

1 year  
MH

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.

2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen's services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increase. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an effective basis more frequently than once during any Agreement year.

3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.

4. Check processing policy ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Return: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.

7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. Notice. All notices as required under this Agreement shall be made to:

Customer: City of Grimes TruGreen: [Signature]

18. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

19. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any form. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unconscionable, unenforceable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

20. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representative of both parties.

21. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

TruGreen Limited Partnership

By: [Signature]  
REPRESENTATIVE/GENERAL MANAGER

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
AUTHORIZED AGENT/ CUSTOMER

Customer Signature: \_\_\_\_\_  
AUTHORIZED AGENT/ CUSTOMER

Date: \_\_\_\_\_



**RESOLUTION 03-1414**

**WAIVING THE CITY OF GRIMES RIGHT TO REVIEW THE PLAT OF  
BEAVER CROSSING PLAT 2 WITHIN THE TWO MILE UNINCORPORATED  
AREA OF POLK COUNTY.**

**WHEREAS**, Grimes Code of Ordinance 166.03 provides that the Planning and Zoning Commission and the Grimes City Council shall have right to waive their requirements to review plats within the two mile unincorporated area of Polk County; and,

**NOW THEREFORE**, Be it Resolved by the City Council of the City of Grimes, Iowa, that the Planning and Zoning Commission and the Grimes City Council shall waive the requirement to review the Plat of Beaver Crossing Plat 2, Polk County, Iowa.

**Passed and approved this 11<sup>th</sup> day of March 2014**

\_\_\_\_\_  
Thomas M. Armstrong, Mayor

ATTEST:

\_\_\_\_\_  
Rochelle Williams, City Clerk

# Contractor's Application for Payment No. 6

**Unit Price Contract**  
 Project: Jordan Well From (Contractor): Layne Christensen Company Application Date: 2/28/2014  
 To (Owner): City of Grimes Owner's Project No.: 7/29/2013  
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 3364-12B Period To: 2/28/2014

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	6/11/2013		-\$6,337.00
2	2/25/2014		-\$31,885.50
2	2/25/2014		-\$12,024.00
2	2/25/2014	\$16,102.00	
2	2/25/2014	\$9,743.00	
<b>TOTALS</b>		\$25,845.00	-\$50,246.50
		<b>NET CHANGE BY CHANGE ORDERS</b>	
			-\$24,401.50

1. ORIGINAL CONTRACT PRICE..... \$ 1,986,633.00  
 2. Net change by Change Orders..... \$ -24,401.50  
 3. Current Contract Price (Line 1 + 2)..... \$ 1,962,231.50  
 4. TOTAL COMPLETED AND STORED TO DATE  
 (Column F on Progress Estimate)..... \$ 1,462,631.80  
 5. RETAINAGE:  
     a. 5% X \$1,462,631.80 Work Completed..... \$ 73,131.59  
     b. 5% X \_\_\_\_\_ Stored Material..... \$ \_\_\_\_\_  
     c. Less Total Retainage Released Early..... \$ \_\_\_\_\_  
     d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ 73,131.59  
 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) (4-5d)..... \$ 1,389,500.21  
 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,323,876.21  
 8. AMOUNT DUE THIS APPLICATION..... \$ 65,624.00  
 9. BALANCE TO FINISH, PLUS RETAINAGE  
 (Column G on Progress Estimate + Line 5 above)..... \$ 590,795.79

Payment of \$ 65,624.00  
 (Line 8 or other - attach explanation of the other amount)  
 is recommended by: [Signature] (Date) 2/28/14  
 (Engineer)  
 Payment of \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)  
 is approved by: \_\_\_\_\_ (Date) \_\_\_\_\_  
 (Owner)

**Contractor's Certification**  
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.  
 By: [Signature] Date: 2/28/2014  
 Gregory D. Puffington, P.E.

# Progress Estimate

For (contract): Jordan Well  
 Contractor: Layne Christensen Company

# Contractor's Application

Owner's Proj. No.: 3364-12B  
 Engineer's Proj. No.: 3364-12B

Application Number: 6  
 Application Date: 2/28/2014

A		B			C	D	E	F		G
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bld Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization/Demobilization	1	\$171,018.00	\$171,018.00	0.95	\$162,467.10		\$162,467.10	95.0%	\$8,550.90
2	Well Water Pollution Prevention Plan (WWPPP)	1	\$19,227.00	\$19,227.00	1	\$19,227.00		\$19,227.00	100.0%	\$0.00
3	Drilled Hole & Surface Casing 0 - 360'	400	\$580.00	\$232,000.00	360	\$208,800.00		\$208,800.00	90.0%	\$23,200.00
4	22" Drilled Hole 360' - 2210'	1,807	\$201.00	\$363,207.00	1850	\$371,850.00		\$371,850.00	102.4%	-\$8,643.00
5	Ream 22" Drilled Hole - 360'-840' to 28" Drilled H	400	\$183.00	\$73,200.00	460	\$84,180.00		\$84,180.00	115.0%	-\$10,980.00
6	24" Well Casing	802	\$159.00	\$127,518.00	808	\$128,472.00		\$128,472.00	100.7%	-\$954.00
7	18" Well Casing	1,407	\$118.00	\$166,026.00	1402	\$165,436.00		\$165,436.00	99.6%	\$590.00
8	Grouting Set-Up & Removal	2	\$18,000.00	\$36,000.00	2	\$36,000.00		\$36,000.00	100.0%	\$0.00
9	Grout Casing 480 + 1856	2,700	\$20.00	\$54,000.00	2336	\$46,720.00		\$46,720.00	86.5%	\$7,280.00
10	Cement Bond Log	1	\$5,882.00	\$5,882.00	1	\$5,882.00		\$5,882.00	100.0%	\$0.00
11	16" Drilled Hole 2210'-2551'	344	\$202.00	\$69,488.00	341	\$68,882.00		\$68,882.00	99.1%	\$606.00
12	Well Development Set-Up & Removal	1	\$10,241.00	\$10,241.00	2	\$700.00		\$700.00	4.2%	\$10,241.00
13	Well Development	48	\$350.00	\$16,800.00	0.75	\$37,986.00		\$37,986.00	75.0%	\$16,100.00
14	Production Pump Test Set-Up & Removal	1	\$50,648.00	\$50,648.00	17.25	\$9,487.50		\$9,487.50	69.0%	\$12,662.00
15	Well Production Pump Test (5.2.5+12)	25	\$550.00	\$13,750.00	0.8	\$2,080.00		\$2,080.00	80.0%	\$4,262.50
16	Water Quality Testing	1	\$2,600.00	\$2,600.00						\$520.00
17	Video Record of Completed Well (Spring)	1	\$2,778.00	\$2,778.00						\$2,778.00
18	Pump, Motor, Column, Cable & Airline	1	\$207,066.00	\$207,066.00						\$207,066.00
19	Pitless Unit	1	\$46,070.00	\$46,070.00						\$46,070.00
20	Well Disinfection	2	\$4,661.00	\$9,322.00	1	\$4,661.00		\$4,661.00	50.0%	\$4,661.00
21	Meter Manhole	1	\$20,572.00	\$20,572.00	1	\$20,572.00		\$20,572.00	100.0%	\$0.00
22	12" Raw Water Main	205	\$87.00	\$17,835.00	178	\$15,486.00		\$15,486.00	86.8%	\$2,349.00
23	12" Pipe Connections, Hydrants & Valves	1	\$13,053.00	\$13,053.00	1	\$13,053.00		\$13,053.00	100.0%	\$0.00
24	Site Work and Restoration	1	\$46,144.00	\$46,144.00	0.8	\$36,915.20		\$36,915.20	80.0%	\$9,228.80
25	Electrical Power & Controls	1	\$168,794.00	\$168,794.00						\$168,794.00
26	Temporary Piping	1	\$9,336.00	\$9,336.00	1	\$9,336.00		\$9,336.00	100.0%	\$0.00
27	Test Pump Rental	6	\$2,143.00	\$12,858.00						\$12,858.00
28	Sound Barrier Fence	200	\$106.00	\$21,200.00	196	\$20,776.00		\$20,776.00	98.0%	\$424.00
<b>C.O. #1</b>	<b>Change Order #1 (Modify WWPPP)</b>	1	(\$6,337.00)	(\$6,337.00)	1	(6,337.00)		(\$6,337.00)	100.0%	\$0.00
<b>C.O. #2</b>	<b>Change Order #2</b>									
	*Item 1 - Actual Well Quantities	1	(\$31,885.50)	(\$31,885.50)	1	(31,885.50)		(\$31,885.50)	100.0%	\$0.00
	*Item 2 - Reduce Pump Depth - 3 vs. 1 SS Check Valves	1	(\$12,024.00)	(\$12,024.00)	1	(12,024.00)		(\$12,024.00)	100.0%	\$0.00
	*Item 3 - Increase from 1200 gpm to +600 gpm Capacity	1	\$16,102.00	\$16,102.00	1	\$16,102.00		\$16,102.00	100.0%	\$0.00
<b>Totals</b>						<b>\$1,980,296.00</b>		<b>\$1,462,631.80</b>	<b>73.9%</b>	<b>\$517,664.20</b>

# Stored Material Summary

# Contractor's Application

A		B		C		D		E		F		G
Invoice No.		Shop Drawing Description		Materials Description		Stored Previously		Stored this Month		Incorporated in Work		Materials In Storage (\$) (D + E - F)
						Amount (\$)		Amount (\$)		Amount (\$)		
1097154		2		Item 3 - 30" O.D. x 0.500" API 5-L Steel Pipe 280 Ft. - "Net"		Date (Mo./Year) 5/2013		Subtotal		Date (Mo./Year) 6/2013		
1097150		2		Item 3 - 30" O.D. x 0.500" API 5 - LB Steel 120 Ft., plus <i>Excess footage ordered and left over - "zeroing out"</i>		5/2013		\$34,033.80		6/2013		\$4,862.00
1097160		4		Item 6 - 24" O.D. x 0.500" A53-B Steel Pipe 210 Ft.		5/2013		\$14,586.00		12/2013		(\$4,862.00)
1097161		4		Item 5 - 24" OD x 0.500" A53-B Steel Pipe 336 ft.		6/2013		(\$4,862.00)		12/2013		\$14,805.00
1097162		4		Item 6 - 24" OD x 0.500" A53-B Steel Pipe 294 ft.		6/2013		\$23,688.00		12/2013		\$23,688.00
1097163		4		Item 7 - 18" OD x 0.500" A53-B Steel Pipe 42 ft.		6/2013		\$20,727.00		12/2013		\$2,256.00
1097164		4		Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft.		6/2013		(\$2,256.00)		12/2013		(\$2,256.00)
		4		Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft.		6/2013		\$2,205.00		12/2013		\$2,205.00
		4		Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft.		6/2013		\$24,255.00		12/2013		\$24,255.00
		4		Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft.		6/2013		\$24,255.00		12/2013		\$24,255.00
		4		Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft.		6/2013		(\$1,365.00)		12/2013		\$1,365.00
				<i>Excess footage ordered and left over - "zeroing out"</i>				(\$1,365.00)				(\$1,365.00)
<b>Totals</b>								<b>\$174,326.80</b>		<b>\$174,326.80</b>		<b>\$174,326.80</b>

For (contract): Jordan Well  
Contractor: Layne Christensen Company

Owner's Proj. No.:  
Engineer's Proj. No.: 3364-12B

Application Number: 6  
Application Date: 2/28/2014



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

This meeting of the Grimes Planning and Zoning Commission was called to order on Tuesday, March 4, 2014 at 5:34 P.M. at the Grimes City Hall.

Roll Call: Present: Steve Reneker, Mike Chambers, Bill Bohan, Kelsey Clark, Steve Valline, Council Liaison Craig Patterson

## **I. GENERAL AGENDA ITEMS**

### **I. APPROVAL OF THE AGENDA**

Motion by Bohan, Second by Chambers to approve the agenda.

Roll call: Ayes-5; Nays-0 Motion passes: 5 -0.

### **II. APPROVAL OF THE MINUTES**

Motion by Valline, Second by Bohan to approve the minutes from the February 10, 2014 meeting

Roll call: Ayes: 5; Nays: 0 Motion passes: 5- 0.

## **II. PUBLIC AGENDA ITEMS**

### **1. Autumn Park Plat 4 Preliminary Plat**

Dean Roghair, Civil Design Advantage, 3405 Crossroads Drive Suite G Grimes addressed the board on behalf of Grimes Lots LLC. Roghair stated that this plat consists of 12.17 acres with 26 single family lots and is zoned R2-60. He said this plat is located north west of Plat 3 and will continue to extend NW Brookside Drive. Roghair stated the Developer is proposing to convey the out lots that contain the storm water detention basins to the city and trails are located on the west side of the road as well as on the north side of this plat. City Engineer Gade did not have any additional questions or concerns with the preliminary plat.

Motion by Valline, Second by Chambers, to approve the Autumn Park Plat 4 Preliminary Plat per the Fox Engineering letter dated February 26, 2014.

Roll call: Ayes-5, Nays- 0 Motion passes: 5 – 0

### **2. 3250 SE Gateway Drive Site Plan**

Emily Harding, Civil Design Advantage, 3405 Crossroads Drive Suite G Grimes, addressed the Board on behalf of the developer, Clean Flooring. Harding stated that the property is located in Zone 2 of the Highway 141 Corridor District and will be used for a wholesale landscaping and carpet cleaning business. Harding said the Developer is seeking a waiver for the requirement of paving the storage area with concrete and proposing to use asphalt millings instead. Harding stated that the storage areas would be holding large landscaping boulders and other materials that would potentially crack any concrete paving. Harding also stated that the Developer would be providing significant berms, fencing and landscaping to screen the storage area from view. City Engineer Gade noted that there were other businesses in that area that were also using non concrete bases for their storage areas and he did not have any objection to the alternative paving product. Harding stated the building would have precast concrete exterior on the front of the building and metal panels on the back and sides.

Motion by Bohan, Second by Chambers, to approve Site Plan for 3250 SE Gateway Drive per the City letter dated February 27, 2014 and recommending a waiver of the concrete paving requirement to be used for the back storage area and no additional screening will be required.

Roll call: Ayes-5, Nays- 0 Motion passes: 5 – 0

**3. Public Hearing and Action on request from R & R Realty Group on behalf of Stang Property LLC known as Prairie Business Park, rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial.**

Chairman Steve Reneker opened the Public Hearing at 5:50 pm. Greg Cabalka of Kirkham Michael 11021 Aurora Avenue, Des Moines IA addressed the board on behalf of R & R Realty Group. Also in attendance were Tom Rupprecht, President, and Steven Gaer, COO and General Council of R&R Realty Group. Cabalka stated that the western portion of this area is currently zoned A-1 and the eastern portion is zoned M-1A. Cabalka stated that the developer is requesting that the zoning of the western portion be zoned to light industrial M-1A to match the eastern half. City Engineer Gade stated that the comprehensive land use plan for the city was consistent for a business park. Gade recommended that if this concept plan is something that the city wishes to pursue, a condition of approval for this rezone is that this property to go thru a platting process. Gade also suggested that the building product requirements be revised at that same time. Gade proposed a revision of the glass requirements to be reduced to 25%. Gade also recommended that signage requirements be held to a consistent size and otherwise addressed on a case by case basis due to the many different tenants that could be leasing space within the buildings. Gade also stated that as part of the conditions for approval, screening requirements and location of loading dock doors be specified as well as requiring that no outside storage be allowed.

Gade also stated that in order to approve this rezone, the Highway 44 overlay would have to be removed from the zoning map. Council Liaison Patterson said that new overlay requirements were being reviewed however, those changes would not be able to be in place in time for this project to begin. Tom Rupprecht addressed the Board stating that they are agreeable to meeting a 25% variation in the building façade but asked for this requirement to include variable parapet heights, different building materials and colors used in addition to glazing alone. Rupprecht also stated that while limiting the signage to 10% of the building façade, the colors and logo types should be open to the tenant's requests. Rupprecht asked that the M-1 use limitations be expanded to include machine shops and fabrication as long as no products or storage would be located outside of the building. Being no further discussion by the Board and no written or oral comments from the Public, Chairman Steve Reneker closed the Public Hearing at 6:46.

Motion by Valline, second by Bohan to approve the rezone of the Prairie Business Park per the Fox letter dated February 28, 2014 with a modification to item #3 to require 25% variation of the building façade with 50% of that variation to be glass, removing item #4 concerning signage and modifying item 7 to allow manufacturing as long as no storage or manufacturing would be allowed outside the building.

Roll call: Ayes-5, Nays- 0 Motion passes: 5 – 0

**4. Prairie Business Park Site Plan**

Steve Reneker recused himself from this agenda item due to a professional conflict of interest. Greg Cabalka of Kirkham Michael 11021 Aurora Avenue, Des Moines IA addressed the board on behalf of R & R Realty Group. Cabalka stated that this site plan contains two buildings that will have up to 250,000 square feet. Cabalka said that the buildings would be constructed in phases and the entire site mass graded. He said the first building will be started on the NW corner of the lot and will expand south as tenant demand requires. Cabalka stated there will be two access points off 37<sup>th</sup> Street and two access points off of James Street. There will be a wet detention pond on the east portion of the property. Cabalka stated there will be docks for trucks along the rear of the building that will be depressed 4 feet below the finished floor elevation. City Engineer Gade noted that additional landscaping would be provided along 37<sup>th</sup> Street to improve screening.

Motion by Bohan, Second by Chambers, to approve the Prairie Business Park Site Plan per the City letter dated February 26, 2014 with the additional request that the building elevations and materials be submitted to Planning and Zoning when available.

Roll call: Ayes-5, Nays- 0 Motion passes: 5 – 0

**III. PUBLIC FORUM-** None

**IV. ZONING ADMINISTRATOR REPORT**

1. Old Business- City Engineer Gade stated that the Heritage Project should be ready for presentation at the next Planning and Zoning meeting. Building Inspector Clyce stated that there were six new houses started in February. Clyce said that several commercial projects are progressing well. A new coffee shop in the Walmart strip mall will open this week and a Go Cart Center is scheduled to open March 15, 2014. Canoyer's greenhouse is planning their opening for April 4<sup>th</sup> and a new dentist office will be opening around the first of April 2014.
2. New Business- Next meeting, April 1, 2014.

**V. ADJOURNMENT**

Motion by Valline, Second Bohan by to adjourn the meeting.

Meeting is adjourned at 7:12 pm

---

Steve Reneker, Chairman





March 6, 2014

**Grimes City Council**  
City of Grimes  
101 NE Harvey Street  
Grimes, Iowa 50111

**Prairie Business Park - REZONE**  
SE Corner of SE 37th Street & S. James Street  
*FOX Ref No: 8630-08R.201*

**SUMMARY:**

Attached are rezone plan and the concept development plan at the southeast corner of SE 37th Street & S. James Street. The parcel is currently zoned Agricultural and is located within the City Limits of Grimes.

The Developer desires to rezone the remaining 15.71 acres of the existing 40-acre parcel to M-1A (commercial and limited light industrial). This proposed zoning district is intended and designed to provide areas of the City of Grimes for activities and uses of general commercial and limited light industrial nature.

The Developer has attached restrictions to the rezoning that restrict metal buildings and no outside storage. These restrictions would increase the property value of the parcels and provide an aesthetically pleasing appearance from SE 37th Street. The City of Grimes has the following additional conditions to be placed on this rezoning plan:

1. **Platting** - The Developer shall dedicate right of way (ROW) and utility easements as per the comprehensive plan along SE 37th Street, S. James Street, and SE 46th Street.
2. **Building Materials** - The entire building shall be glass, brick, brick panels, stone, cast stone, ornamental concrete block, or decorative colored precast concrete panels. EIFS shall be less than 10% of the entire building face. Metal buildings are not allowed, however decorative metal accents of less than 10% may be utilized. At least 25% of the exterior building walls facing city ROW shall have variation of building facade (glazing, alternate building materials, change in colors, articulation in the walls or change in parapet height) of which 12.5% shall be glass.
3. **Landscaping** - All landscaping shall be as per the HWY 141 Zone 2 Landscaping Requirements.
4. **Buffering** - All loading dock areas facing City ROW shall be fully screened with an opaque fence, decorative wall, or special landscaping. All dumpsters shall be screened from public streets.
5. **Outside Uses** - Outside storage is not allowed. Outside area shall not be utilized for manufacturing or any associated type of work.
6. **Zoning** - Zoning allowed for this parcel shall include any use permitted uses in the C-2 District and the M1-A District except for the following; Automobile body & fender repair, wrecking or used parts yard, lumber yards & building material sale yards, storage & sale of livestock feed, and grain storage & grain drying facilities.
7. Developer agrees that these zoning conditions shall apply to the entire 37.06 acres described as the NW 1/4 of the NW 1/4 of Section 17-79-25 less 2.51 acres of road ROW.

---

The City of Grimes Comprehensive Plan "Future Land Use Map" designates this area as Business Park which is defined as commercial and/or light industrial. Therefore, the rezone is not in conflict with the comprehensive plan.

The contiguous properties are zoned agricultural. There is a residential farmstead across SE 37th Street. Existing businesses near this parcel or along SE 37th Street include Grimes Asphalt, Gillotti Companies, Gateway Commerce Industrial Park, Ryco Manufacturing, Interstate Business Park, Grimes Industrial Park, and the Gabus Auto Dealership.

**The rezone from Agricultural (AG) to M1-A (with the conditions stated above) is recommended for approval.**

FOX ENGINEERING ASSOCIATES, INC.



John Gade, P.E.

Copy to: Kelley Brown, City of Grimes



*Real estate.  
Results.*

January 27, 2014

Honorable Mayor and City Council Members  
c/o Kelley Brown, City Administrator  
City of Grimes  
101 N. Harvey Street  
Grimes, Iowa 50111

Re: Prairie Business Park  
Rezoning Request

Honorable Mayor and City Council Members:

On behalf of Stang Property, LLC, we respectfully request rezoning of 15.71 acres that front on James Street (see attached exhibit), which are currently zoned A-1 Agricultural district and we ask that said property be rezoned M-1A Commercial and Limited Light Industrial with restrictions not allowing metal buildings or outdoor storage (and consistent with the zoning of the balance of the land owned by Stang Property, LLC). We would like this request placed on the 2/11/14 City Council agenda for recommendation to the Planning and Zoning Commission at their March 4<sup>th</sup> meeting.

Sincerely,

Development Services Corp.,

A handwritten signature in black ink, appearing to read 'Tom Rupprecht', written over a horizontal line.

Tom Rupprecht,  
President  
c/o R&R Realty Group  
1225 Jordan Creek Parkway  
Suite 200  
West Des Moines, Iowa 50266

Cc  
Duane Lass  
Kirkham Michael



DEVELOPMENT  
SERVICES CORP.

March 4, 2014

Planning & Zoning and City Council  
City of Grimes  
101 NE Harvey Street  
Grimes, IA 50111

RE: Prairie Business Park – REZONE

After internal discussions and review of our current buildings, design standards, as well as Mid-American's building at Aurora and NW Urbandale Dr., there are several items noted in your conditions of zoning recommendation we would like to address:

- 3) Windows – It is R&R's understanding that the 25% glazing requirement is to break up the large mass of the building facade. R&R believes this can be accomplished through different methods beyond glazing. R&R is willing to commit 25% variation in the building façade with the understanding that this 25% may consist of the following: glazing, different building materials, change in colors, articulation in the walls and change in parapet heights. This would occur at facades facing ROW along James St and 37<sup>th</sup> St.
- 4) Signage – R&R is agreeable to limit the size of the wall signage to 10% of the building façade.
- 8) M1-A Allowable uses – R&R does not want to turn away potential tenants who will provide a positive contribution to both the development and the City of Grimes Highway 44 Corridor due to a zoning restriction. Based on our review of our current 12 similar use buildings, at 1.8 million square feet which house 36 tenants, we request the following uses be allowed: All of C-2 District uses and the following M1-A District uses:
  - Bag, carpet and rug cleaning
  - Bakeries
  - Welding or other metal working shops
  - Laboratories; research, experimental, and testing
  - Machine shops
  - Manufacture of musical instruments and novelties
  - Fabrication and assembly of sheet metal products, including heating and ventilating equipment
  - Storage of nonflammable, non-explosive, and non-perishable goods
  - Wholesale storage and warehouse establishments

R&R agrees that outside storage will not be allowed, nor will the tenants be allowed to use the outside area for manufacturing or any type of work.





**ORDINANCE #626**

**AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.05 BY CHANGING THE ZONING OF THE BELOW DESCRIBED PROPERTY KNOWN AS PRAIRIE BUSINESS PARK APPROXIMATELY 15.71 ACRES THAT FRONT JAMES STREET WHICH IS CURRENTLY ZONED A-1 AGRICULTURAL DISTRICT TO M-1A COMMERCIAL AND LIMITED LIGHT INDUSTRIAL**

SECTION 1. Purpose. The purpose of this Ordinance is to amend the official zoning map and the comprehensive land use map by changing approximately 15.71 acres currently zoned A-1 Agricultural to M-1A Commercial and Limited Light Industrial

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances Section 165.05 the official zoning map shall be amended as follows and this ordinance shall be noted in the Editor's Note located after Section 165.47.

LEGAL DESCRIPTION  
Prairie Business Park

**PROPOSED 15.71 acres from A-1 Agricultural to M-1A Commercial and Limited Light Industrial**

**PROPERTY DESCRIPTION:**

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THE EAST 700 FEET, OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF GRIMES, POLK COUNTY, IOWA.

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

SAID TRACT OF LAND CONTAINS 15.71 ACRES MORE OR LESS.

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

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

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

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

Passed by the City Council and approved by the City Council on this day of 2014.

ATTEST:

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk



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

February 26, 2014

**Greg Cabalka**  
Kirkham Michael  
11021 Aurora Avenue  
Des Moines, IA 50322

**Prairie Business Park – Site Plan**  
NW1/4 NW1/4, Section 17, T79N, R25W  
SE Corner of S. James / SE 37<sup>th</sup> Intersection

The City of Grimes and FOX Engineering has completed the second review of Prairie Business Park Site Plan, dated February 26, 2014 and offer the following comments:

**General Comments**

1. This site plan approval is contingent on the approval of the rezoning of this parcel. As a condition of the rezone, the Developer shall dedicate right of way and easements as required by the comprehensive plan.
2. The city will provide addresses (2) for the buildings on this site.
3. Please provide a lighting plan and building elevation drawings when they become available (attach to site plan). Building elevations must include material type, colors, dimensions, etc.

**Sheet 2 – Site Plan:**

4. Note G should apply to the sidewalk along 37<sup>th</sup> Street as well as along the southern driveway. Please revise.
5. The developer has stated that garbage dumpsters will be located in the loading/service court and will be screened by landscaping/screening at the ends of the loading docks. Discussion is necessary whether this screening will be sufficient, especially if all phases are not constructed at once.
6. Please show the future 10-ft trail along S. James Street.

7. The NW monument sign appears to be in conflict with the sanitary sewer extension to the west (boring under S. James Street), also, please review the city code for monument signs:
  - a. One (1) freestanding monument identification sign shall be permitted for each lot with a minimum setback of 15 feet. Businesses that have frontage on more than one street and are greater than ten (10) acres will be permitted the use of a second sign provided it measures less than one third (1/3) of the total dimension of the monument sign and must be located on the other street that is adjacent to the business. Two signs are not permitted on the same street frontage.
  - b. The sign may be two-sided. The monument shall not have a total surface in excess of one hundred and twenty (120) square feet on any side, and not more than two sides of said sign shall be used for advertising purposes. The maximum height shall be ten (10) feet, and the maximum width shall be twelve (12) feet.
  - c. The sign must have a brick, stone, or similar decorative hard surface base that measures at least 15% of the total height with a one (1) foot minimum. The base shall be at a minimum as wide as the sign and no wider than 12 feet. The sign shall be entirely or partially surrounded by brick, stone, or similar decorative hard surface material. The sign portion must not exceed 70% of the total area.
  - d. For lots that have more than one business a sign with a surface area of one hundred sixty (160) square feet will be allowable. The signage portion shall not exceed more than 80% of that area.

**Sheet 3 – Construction Phasing:**

8. The general notes are incomplete.

**Sheet 4 – Water Plan**

9. Please show/provide a 15-ft public water main easement for the water main running through the site.

**Sheet 6 – Dimension Plan:**

10. Is interior directional signage required for this site plan? If so, please show.

**Sheet 7 – Grading Plan:**

11. There is concern that the site is not being graded to the future right of way line. The concern here is that there will be issues when the future sidewalk and trail is installed along said property line. Please grade the site and provide appropriate grading (or verify that appropriate grading can be easily achieved) in the road right of way to facilitate a 10-ft trail along S. James Street (2-ft from the property line) and 4-ft sidewalk along SE 37<sup>th</sup> and the south entrance (1-ft away from the property line).

**Sheet 8 – Landscape Plan:**

12. Landscaping is required to buffer the parking lot along the south side of the building. Please revise.

**Elevation Plans:**

13. It is highly recommended that you bring detailed building materials and color schemes with you to P & Z.

14. Please clarify that all wall signage will be uniform as shown on the conceptual plan.  
Note that 10% is the maximum wall signage.

**Post Construction Agreement:**

15. Please provide a post-construction agreement (we understand this document is a work in progress).

**Stormwater Pollution Prevention Plan**

16. Submittal and acceptance of a formal SWPPP and Grimes Grading/Certification for Development will be required prior to commencement of grading activities.

**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:**

**PLANNING & ZONING:** March 4, 2014 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 11, 2014 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact Joe McAreavy. The City reserves the right to modify or add to these comments.

Sincerely,

*Joe McAreavy*

Joe McAreavy, Public Works Director

Copy to: *Kelley Brown, City of Grimes*  
*John Gade, FOX Engineering*

**PRAIRIE BUSINESS PARK -  
STORMWATER MANAGEMENT PLAN**

**GRIMES, IOWA**

**Owner: R&R Investors LTD  
Prepared By: Kirkham Michael  
KM# 1212620**

REVISED – FEBRUARY 26, 2014

	<p>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.</p>
	<p><i>Gregory D. Cabalka</i>      2-26-14 _____ GREGORY D. CABALKA, P.E.      DATE</p> <p>MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015 LICENSE NO. 21393</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL: * ALL SHEETS * STORM WATER MANAGEMENT PLAN</p>

Table of Contents:

Site Characteristics..... 2  
Post Development Analysis..... 3  
Stormwater Conveyance Design..... 4  
Stormwater Management Design..... 5  
Appendix..... 7



---

## **SITE CHARACTERISTICS:**

### Pre-development Conditions:

This property is 39.57 acres of gently rolling, undeveloped agricultural land. The site drains generally from the west to the east, and ultimately to the northeast corner of the property. The site is bounded by SE 37<sup>th</sup> St. to the north and S James St. to the west with the east and west sides of the property abutting to existing agricultural property by other owners. There are some off-site areas along the south and west edge of the property that will drain to this site. These off-site areas will be handled within the system until such time that the land to the south is developed and controlled by detention practices for that site.

### Post Development Conditions:

This site will be developed for general warehouse and distribution uses with one warehouse being constructed in the initial phase. Master grading will be completed for the entire project site to a consistent development platform with the initial phase to allow for the construction of future buildings as necessary for the developer through subsequent site plans. Storm sewer will be constructed along the internal roadways within the development to allow for the ultimate build-out of the site, and for the purposes of this stormwater management plan a full build out of the site will be assumed for this initial phase of development also (A map showing the proposed full build out of the site is attached in the appendix). Detention will be provided on the site by means of a permanent wet detention pond located along the eastern edge of the property. Runoff from the site will be routed to a ditch on the south side of SE 37<sup>th</sup> St consistent with the ultimate location of the pre-development runoff.

### Pre Development Runoff Analysis:

#### Time of Concentration:

The pre-developed time of concentration is assumed to be 30 minutes for the existing conditions of the site. This assumes sheet flow for 100 feet and shallow concentrated flow for the remainder of the drainage path (1500 ft). Calculations for the assumed time of concentration are located in the appendix.

#### Precipitation and Runoff Models:

Pre-development run-off for the 5-Year storm event (Allowable Post Release) was calculated using the Rational Method with the following assumptions and results:

5 Year Rainfall Intensity (I) = 2.70 in/hr      Drainage Area (A) = 39.57 Acres  
Runoff Coefficient (Meadow (0.12 – 0.17)) = 0.16 (Assumed)  
Project Site Undeveloped Flow Rate (Q<sub>5</sub>) = Q=CIA= (2.70in/hr)x(0.16)x(39.57 Acres) = 17.09 cfs



---

## Post Development Runoff Analysis:

### Time of Concentration:

The post site development run-off is assumed to be 15 minutes. This differs from the pre-development time of concentration due to the implementation of storm-sewer pipes, and impervious area will be added to the site. These developed conditions will speed the concentration of the storm water for the site.

### Precipitation Model:

The post development runoff analysis will utilize a NRCS Type-II Distribution as opposed to the rational method to provide for more accurate routing of the runoff through the detention pond.

### Rainfall Loss Method:

The run-off curve number's (CN) to be utilized throughout the site were taken from Table 2 in Section 2C-5 of the Iowa Stormwater Management Manual (see appendix). For impervious areas a CN of 98 was used. These impervious areas include all parking lots, roofs and driveways. For the greenspace areas of the site a CN of 61 was used. This will include all pervious areas of the site, and assumes a good condition of grass cover which would be expected for this type of development. For each individual catchment area a composite CN was calculated to account for the differing conditions within that local drainage area. If subsequent site plans were to develop this site to a higher amount of impervious area than what is shown in the attached plans the calculations within this storm water management plan would need to be verified with the correct percentage and a composite CN value.

### Runoff Model:

The SCS(NRCS) method is utilized for the post development runoff analysis as the Rational method can produce unreliable results as it relates to detention ponds and routing of the stormwater runoff.

### Post-Development Runoff:

The post-development runoff was calculated using PondPak by Bentley Systems with the assumptions listed above.

### Post-Development Runoff (to Detention Pond):

Storm Event	Q (Runoff Flow Rate)
5 year	145.22 cfs
100 year	279.51 cfs



## Storm Water Conveyance Design:

### Storm Sewer:

Storm sewer will be developed with the initial phase to allow for the full expansion proposed for this property at the current time. Intakes and pipes on site are designed to carry the 5 year storm event within the pipe. All storms greater than the 5 year event will result in localized ponding near the intakes and pressure flow within the pipe will result from this surcharging. Flows that are not contained within the storm sewer for these lower frequency events will overflow to the detention basin within the streets and parking areas on the site no overtopping of the curbs should occur.

### Storm Sewer Flows (5 Year Storm):

Structure to Structure	Diameter (in)	Length (ft)	Slope (%)	Flow (Peak) (cfs)
6-->5	42	442	0.91	51.30
8-->6	42	23.5	0.91	48.05
9-->8	36	114.2	0.50	29.56
10-->9	24	34.3	0.50	11.29
11-->10	24	314.2	0.50	8.24
12-->11	18	322.8	0.50	5.05
14-->13	42	440	0.91	60.21
16-->14	42	23.5	0.91	56.20
17-->16	36	114.2	0.50	37.76
18-->17	30	34.4	0.50	16.97
21-->18	30	314.6	0.50	14.49
23-->21	15	271.5	0.50	4.68
19-->17	15	118.5	1.0	2.46
24-->21	24	80.7	1.0	6.94



### Intake Capacity:

The slotted drains located in the loading dock areas are the lowest intakes on the site. Flows above the 5 year design in the sags of the access roads will result in localized ponding. Overflows from the south or north access drives would enter the system through the slotted drains in the loading docks. If catastrophic failure would occur with the slotted drain the flows would spill over into the opposite end of the loading dock and be routed to the pond through the alternate end of the slotted drain.

### Storm Water Management Design:

#### Detention Basin Location:

A wet detention basin will be provided for this site and will be located along the eastern property line of the site as shown in the attached figure (appendix). This pond shall have a permanent pool elevation of 985.00 ft. The pond will have rip-rap surrounding the water surface at two feet above and two feet below this elevation. The grading around the detention pond will include 4:1 slopes above the permanent water line, and 3:1 slopes below the waterline after a 10 foot wide bench.

#### Detention Basin Performance:

The detention basin will meet the requirements of the Iowa Stormwater Management Manual. The Detention basin was modeled with PondPak by Bentley systems using the Type-II rainfall distribution and hydrograph routing to determine the stage out flows for the required storm events.

#### Detention Basin Summary:

Storm Event	Pre-Development Runoff Rate (cfs)	Post Development		
		Peak Flow (Outlet) (cfs)	Peak Flow (Inlet)(cfs)	Peak Elevation (Pond) (ft)
WQ	----	0.43	32.69	985.32
2 year	13.67	2.05	114.20	986.03
5 year	17.09	2.76	152.30	986.39
100 Year	31.02	9.77	279.52	987.72

The post-development flow of 9.77 for the 100 year even results in a lower level than the allowable pre-developed 5 year release rate.

Maintaining the lower release rate from the site will provide a more stable and less erosive flow to the downstream reach that the site outlets too.

Stage/Outflow data for the above storm events above are attached in the appendix.



#### Detention Basin Outlet:

The detention basin outlet will be constructed with a two-stage outlet built into a headwall at the northeast corner of the pond. The first stage outlet for the basin will be a 10" PVC pipe in the headwall at elevation 985.00. At elevation 986.2 in the headwall a 18" RCP pipe will serve as the main outfall for the lower frequency events. Outlet curves and tables are attached in the appendix for this outlet design.

With the detention basin being below existing grade it is difficult to place a defined overflow that will act as the emergency overflow. Therefore the emergency overflow is located over 2 feet above the 100 year event pond elevation. The emergency overflow is located along the east edge of the pond, and flows into the drainage way where what previously exited this site. The overflow is controlled by the existing ground that the pond ties into along the east edge. Calculations are attached in the appendix to show the projected capacity of the overflow for up to two times the assumed pond inflow for the 100 year event.

#### Stormwater Quality Calculation:

Stormwater quality is addressed on the site through the detention outlet to maintain a 1.25" higher frequency rainfall event on-site for 24 hours. Calculations based off the Iowa Stormwater Management Manual (2B-1.C).

Assume Impervious Area: 85%

Runoff Coefficient ( $R_v$ ) =  $0.05 + 0.009 (85\%) = 0.815$

Water Quality Volume =  $[1.25 \text{ IN} \times 0.815 \times (39.57 \times 43,560)] / 12 = 146,332.33 \text{ ft}^3$

Allowable release rate for water quality (1.25") storm event:

$146,332.33 \text{ ft}^3 / 86,400 \text{ seconds (24 HR)} = 1.69 \text{ cfs}$  to allow for the run-off of the 1.25" rainfall event over a 24 hour period.

**The outlet from the pond for a 1.25" event will equal 0.43 cfs at a pond elevation of 985.32 ft.**



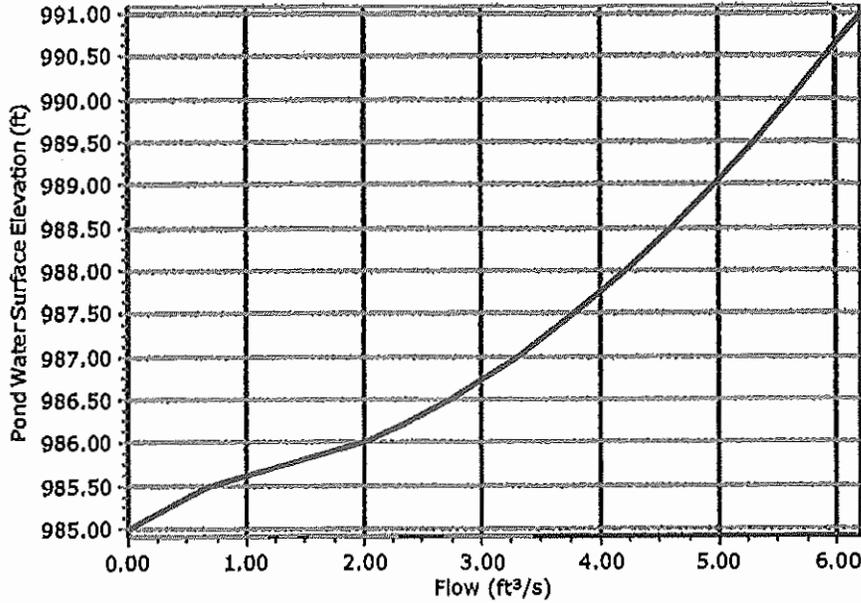
---

# APPENDIX

## Composite Outlet Structure Detailed Report: Composite Outlet Structure - 1

Element Details			
Label	Composite Outlet Structure - 1	Notes	
<b>Headwater Range</b>			
Headwater Type	Use Pond for Headwater Range	Maximum (Headwater)	991.00 ft
Pond Minimum (Headwater)	PO-1 985.00 ft	Increment (Headwater)	0.50 ft
<b>Spot Elevation (ft)</b>			
<b>Tailwater Setup</b>			
Tailwater Type	Free Outfall		
<b>Tailwater Tolerances</b>			
Maximum Iterations	30	Tailwater Tolerance (Maximum)	0.50 ft
Headwater Tolerance (Minimum)	0.01 ft	Flow Tolerance (Minimum)	0.001 ft <sup>3</sup> /s
Headwater Tolerance (Maximum)	0.50 ft	Flow Tolerance (Maximum)	10.000 ft <sup>3</sup> /s
Tailwater Tolerance (Minimum)	0.01 ft		
<b>Outlet Structure</b>			
Outlet Structure Type	Orifice		
<b>Outlet Structure (IDs and Direction)</b>			
Outlet ID	Orifice - 1	Downstream ID	Tailwater
Flow Direction	Forward Flow Only	Notes	
<b>Outlet Structure (Advanced)</b>			
Elevation (On)	985.00 ft	Elevation (Off)	992.00 ft
<b>Outlet Structure (Orifice)</b>			
Orifice	Circular Orifice	Orifice Coefficient	0.600
Number of Openings	1	Orifice Diameter	10.0 in
<b>Outlet Structure (Common)</b>			
Elevation	985.00 ft		

## Composite Outlet Structure Detailed Report: Composite Outlet Structure - 1



**RATING TABLE FOR ONE OUTLET TYPE**  
 Structure ID = Orifice - 1 (Orifice-Circular)

Upstream ID = (Pond Water Surface)  
 Downstream ID = Tallwater (Pond Outfall)

Water Surface Elevation (ft)	Flow (ft³/s)	Tallwater Elevation (ft)	Convergence Error (ft)
985.00	0.00	(N/A)	0.00
985.50	0.68	(N/A)	0.00
986.00	2.00	(N/A)	0.00
986.20	2.32	(N/A)	0.00
986.50	2.73	(N/A)	0.00
987.00	3.30	(N/A)	0.00
987.50	3.79	(N/A)	0.00
988.00	4.22	(N/A)	0.00
988.50	4.61	(N/A)	0.00
989.00	4.97	(N/A)	0.00
989.50	5.30	(N/A)	0.00
990.00	5.62	(N/A)	0.00
990.50	5.92	(N/A)	0.00
991.00	6.20	(N/A)	0.00

Computation Messages

## Composite Outlet Structure Detailed Report: Composite Outlet Structure - 1

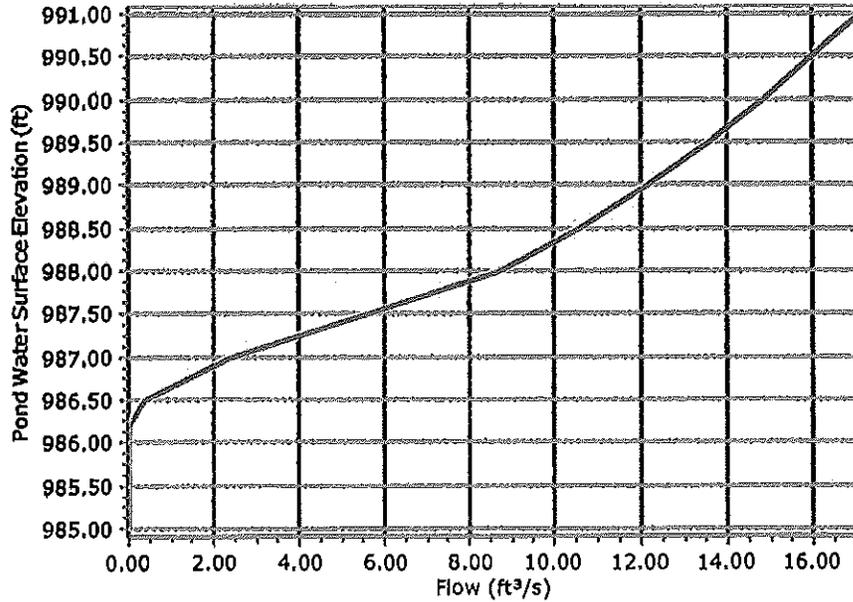
RATING TABLE FOR ONE OUTLET TYPE  
 Structure ID = Orifice - 1 (Orifice-Circular)

Upstream ID = (Pond Water Surface)  
 Downstream ID = Tailwater (Pond Outfall)

Computation Messages
Upstream HW & DNstream TW < Inv.El
CRIT.DEPTH CONTROL Vh= .137ft
Dcr= .362ft CRIT.DEPTH Hev= .00ft
H =.58
H =.78
H =1.08
H =1.58
H =2.08
H =2.58
H =3.08
H =3.58
H =4.08
H =4.58
H =5.08
H =5.58

Outlet Structure			
Outlet Structure Type	Orifice		
Outlet Structure (IDs and Direction)			
Outlet ID	Orifice - 2	Downstream ID	Tailwater
Flow Direction	Forward Flow Only	Notes	
Outlet Structure (Advanced)			
Elevation (On)	986.20 ft	Elevation (Off)	992.00 ft
Outlet Structure (Orifice)			
Orifice	Circular Orifice	Orifice Coefficient	0.600
Number of Openings	1	Orifice Diameter	18.0 in
Outlet Structure (Common)			
Elevation	986.20 ft		

## Composite Outlet Structure Detailed Report: Composite Outlet Structure - 1



RATING TABLE FOR ONE OUTLET TYPE  
Structure ID = Orifice - 2 (Orifice-Circular)

Upstream ID = (Pond Water Surface)  
Downstream ID = Tailwater (Pond Outfall)

Water Surface Elevation (ft)	Flow (ft³/s)	Tailwater Elevation (ft)	Convergence Error (ft)
985.00	0.00	(N/A)	0.00
985.50	0.00	(N/A)	0.00
986.00	0.00	(N/A)	0.00
986.20	0.00	(N/A)	0.00
986.50	0.37	(N/A)	0.00
987.00	2.37	(N/A)	0.00
987.50	5.63	(N/A)	0.00
988.00	8.72	(N/A)	0.00
988.50	10.59	(N/A)	0.00
989.00	12.18	(N/A)	0.00
989.50	13.58	(N/A)	0.00
990.00	14.85	(N/A)	0.00
990.50	16.03	(N/A)	0.00
991.00	17.12	(N/A)	0.00

Computation Messages

## Composite Outlet Structure Detailed Report: Composite Outlet Structure - 1

RATING TABLE FOR ONE OUTLET TYPE  
Structure ID = Orifice - 2 (Orifice-Circular)

Upstream ID = (Pond Water Surface)  
Downstream ID = Tailwater (Pond Outfall)

### Computation Messages

HW & TW below invert  
HW & TW below invert  
HW & TW below invert  
Upstream HW & DNstream TW < Inv.El  
CRIT.DEPTH CONTROL Vh= .077ft  
Dcr= .224ft CRIT.DEPTH Hev= .00ft  
CRIT.DEPTH CONTROL Vh= .217ft  
Dcr= .583ft CRIT.DEPTH Hev= .00ft  
CRIT.DEPTH CONTROL Vh= .386ft  
Dcr= .915ft CRIT.DEPTH Hev= .00ft  
H =1.05  
H =1.55  
H =2.05  
H =2.55  
H =3.05  
H =3.55  
H =4.05

## Composite Outlet Structure Detailed Report: Composite Outlet Structure - 1

Composite Rating Table

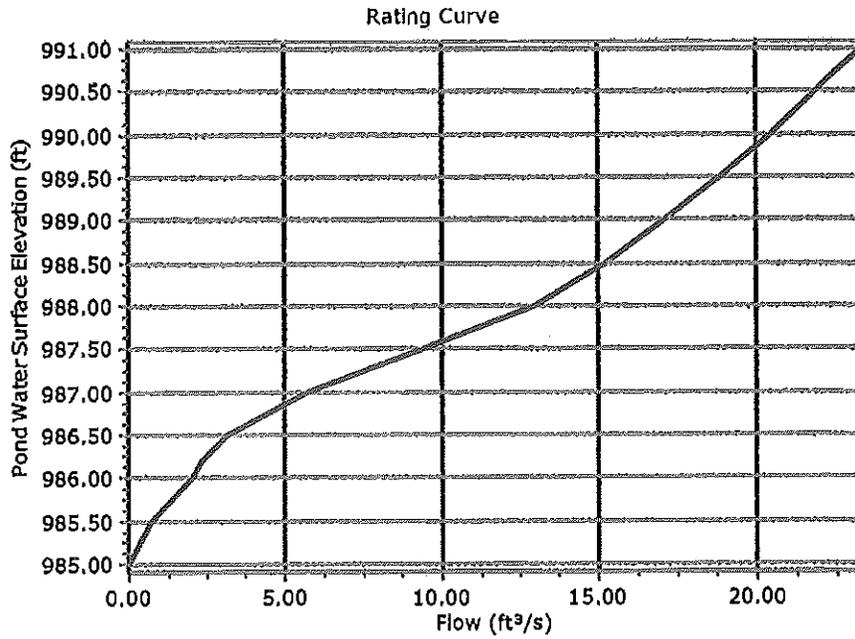
Tailwater Elevation = Free Outfall (Composite Outlet Structure - 1)

Water Surface Elevation (ft)	Flow (ft <sup>3</sup> /s)	Tailwater Elevation (ft)	Convergence Error (ft)
985.00	0.00	(N/A)	0.00
985.50	0.68	(N/A)	0.00
986.00	2.00	(N/A)	0.00
986.20	2.32	(N/A)	0.00
986.50	3.10	(N/A)	0.00
987.00	5.68	(N/A)	0.00
987.50	9.41	(N/A)	0.00
988.00	12.93	(N/A)	0.00
988.50	15.20	(N/A)	0.00
989.00	17.15	(N/A)	0.00
989.50	18.89	(N/A)	0.00
990.00	20.47	(N/A)	0.00
990.50	21.94	(N/A)	0.00
991.00	23.32	(N/A)	0.00

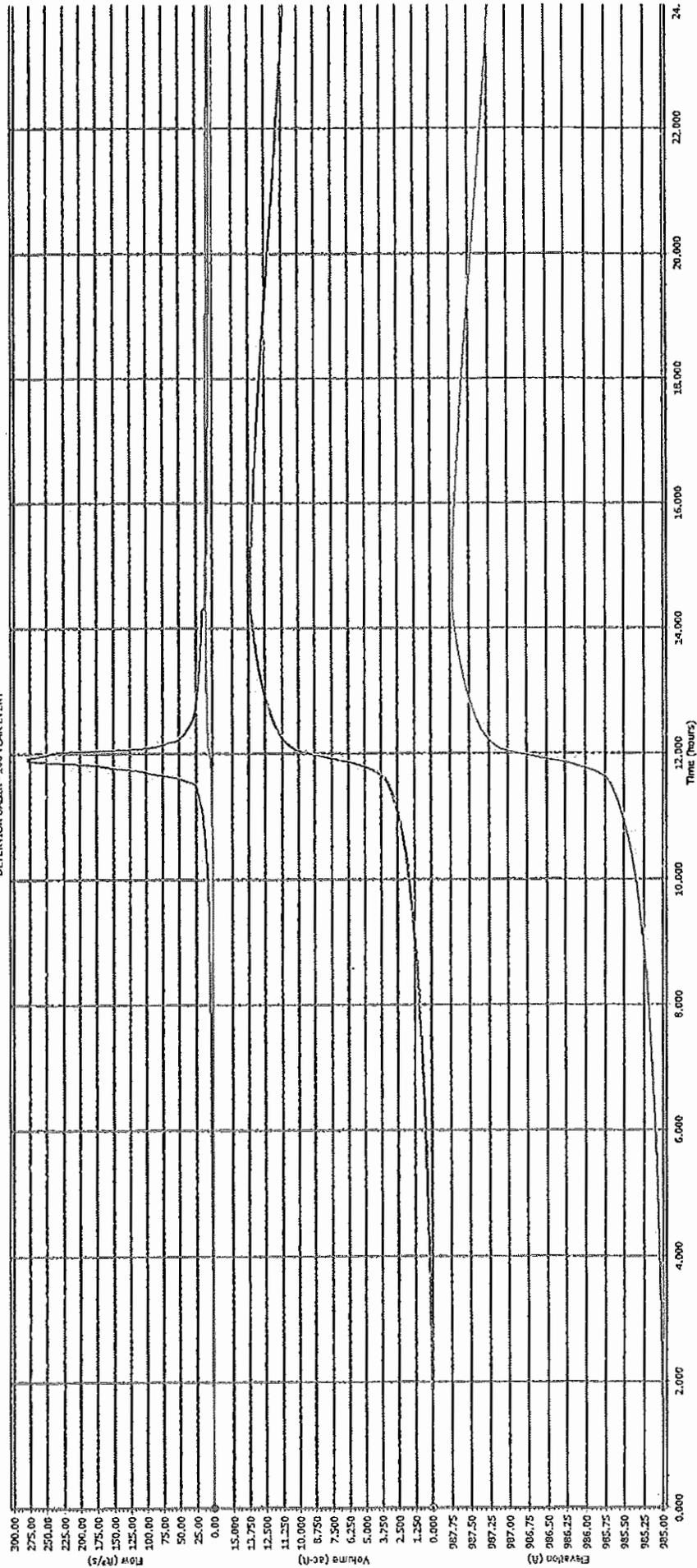
### Contributing Structures

None Contributing
Orifice - 1
Orifice - 1
Orifice - 1
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2
Orifice - 1 + Orifice - 2

# Composite Outlet Structure Detailed Report: Composite Outlet Structure - 1

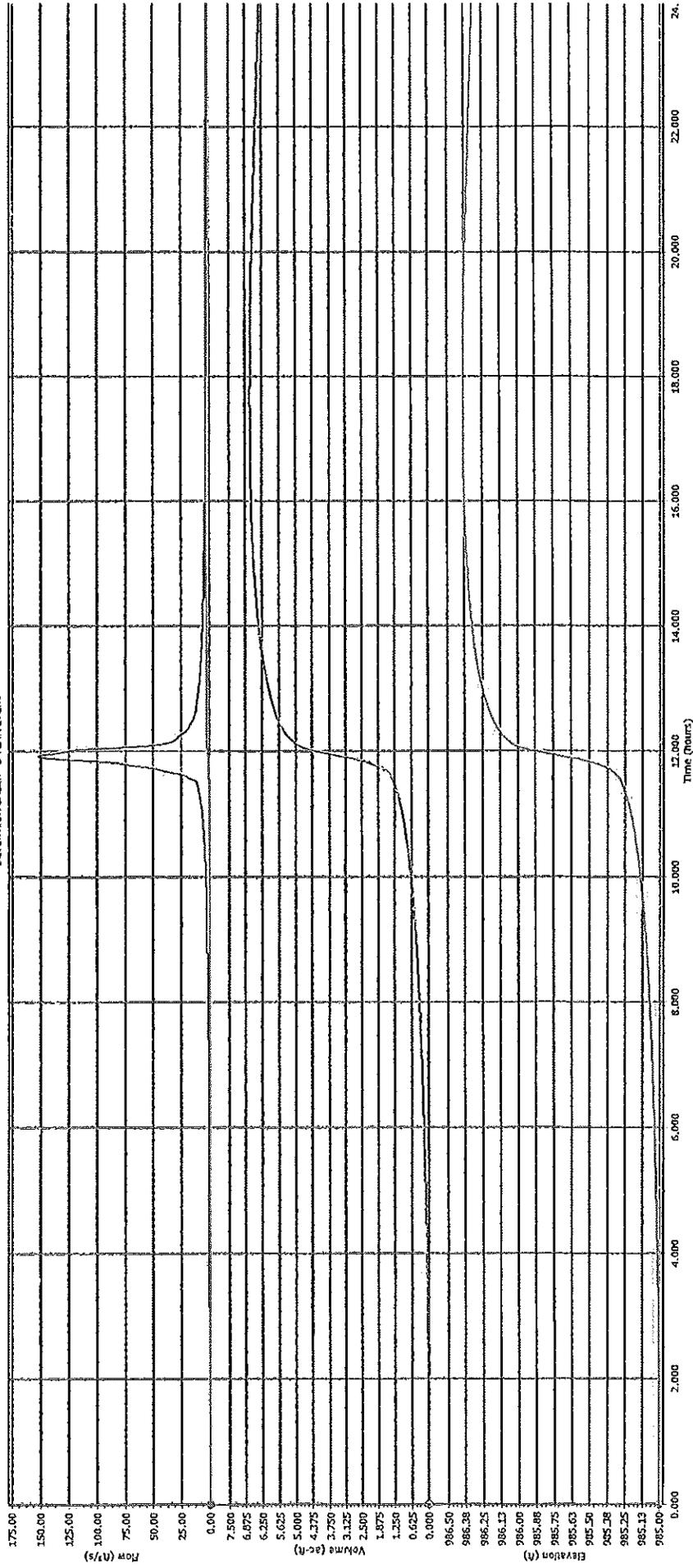


DEFLECTION BASIN - 100 YEAR EVENT



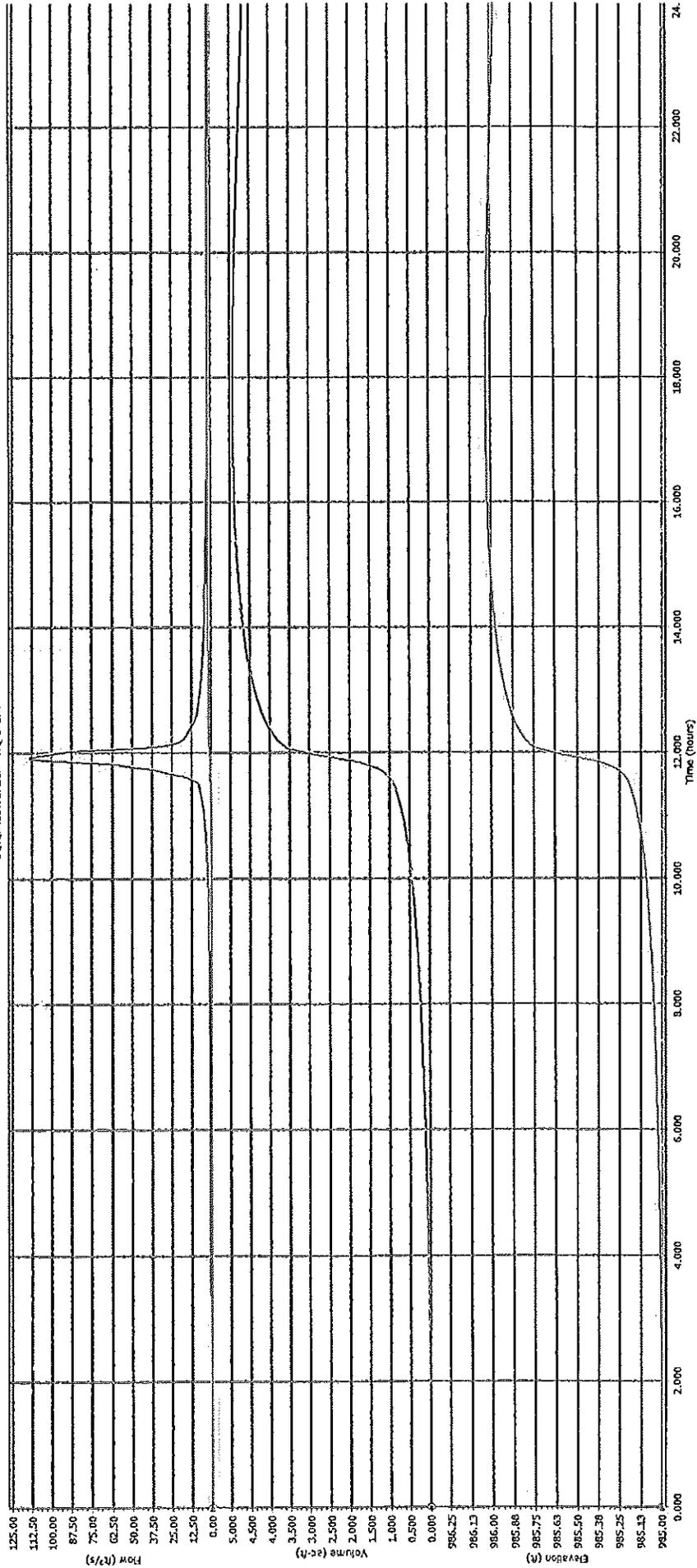
PO-1 - Post-Development 100 year - Flow (Total In) PO-1 - Post-Development 100 year - Flow (Total Out) PO-1 - Post-Development 100 year - Elevation

DETENTION BASIN - 5 YEAR EVENT



PO-1 - Post-Development 5 year - Flow (Total In) PO-1 - Post-Development 5 year - Flow (Total Out) PO-1 - Post-Development 5 year - Volume PO-1 - Post-Development 5 year - Elevation

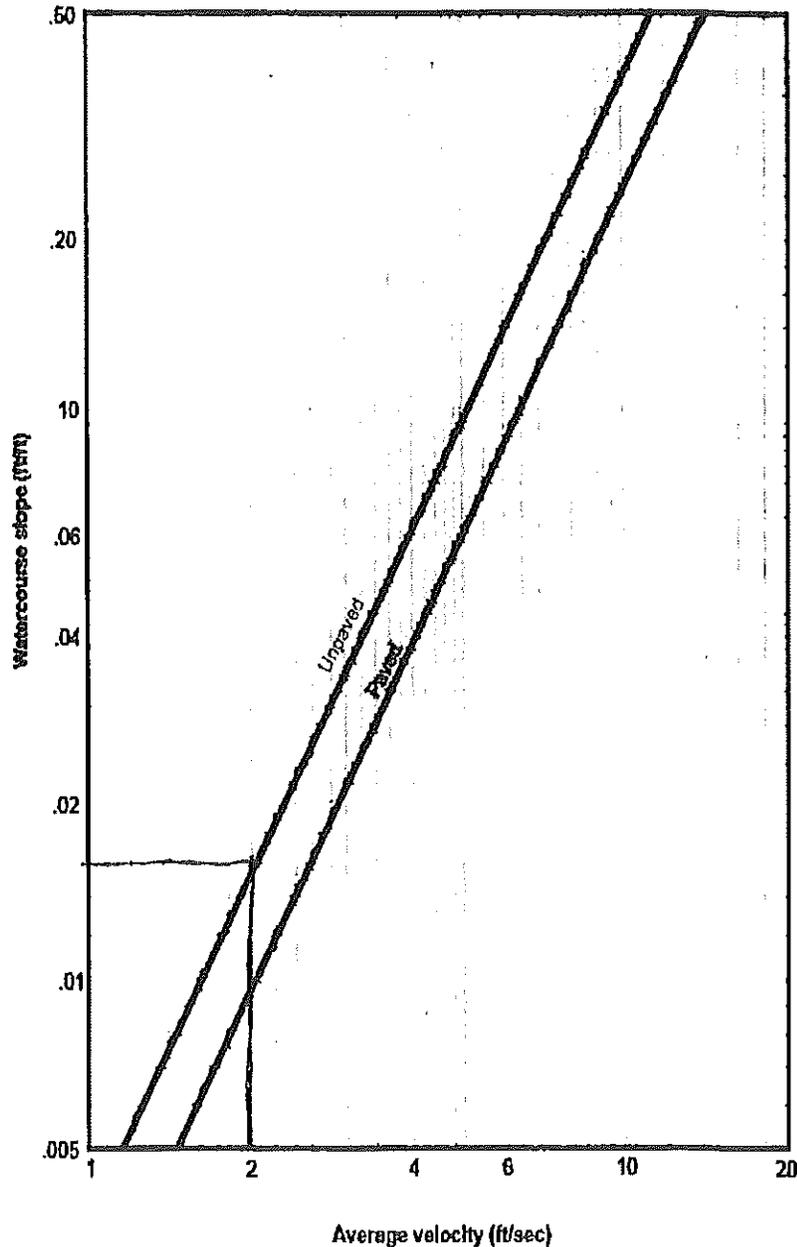
DETENTION BASIN - WQ EVENT



PO-1 - Post-Development 2 year - Flow (Total In) PO-1 - Post-Development 2 year - Volume PO-1 - Post-Development 2 year - Elevation



Figure 1: Shallow concentrated flow



Source: NRCS Urban Hydrology for Small Watersheds, v 2.1, 1986

4. **Open channels (open swales, ditches, and storm sewer piping under gravity flow).** Open channels are assumed to begin where surveyed cross section information has been obtained, where channels are visible on aerial photographs, or where blue lines (indicating streams) appear on United States Geological Survey (USGS) quadrangle sheets. Manning's equation or water surface profile information can be used to estimate average flow velocity. Average flow velocity is usually determined for bankfull elevation.

Worksheet 1: Time of Concentration (T<sub>c</sub>) or Travel Time (T<sub>t</sub>)

Project PLATEAU BUSINESS PARK By GOL Date \_\_\_\_\_

Location GREMES, IN Checked \_\_\_\_\_ Date \_\_\_\_\_

Circle one: Present Developed

Circle one: T<sub>t</sub> through subarea

Notes: Space for as many as two segments per flow type can be used for each worksheet.

Include a map, schematic, or description of flow segments.

Sheet flow (Applicable to T<sub>c</sub> only)

1. Surface description (Table 2).....
2. Manning's roughness coeff, n (Table 2).....
3. Flow Length, L (Total L less than or equal to 300')...
4. Two-year 24-hour rainfall, P<sub>2</sub>.....
5. Land slope, s.....

6.  $T_1 = \frac{0.007(nL)^{0.8}}{(\sqrt{P_2})^{0.4}}$  Compute T<sub>1</sub>..... 0.0255

Segment ID			
		PAVED	PAVED
		<del>PAVED</del>	0.011
ft		<del>100</del>	100
in		<del>2.91</del>	2.91
ft / ft		<del>0.02</del>	0.02
hr		<del>0.02</del>	+ 0.02 = <del>0.02</del> 0.02

Shallow concentrated flow

7. Surface description (paved or unpaved).....
8. Flow length, L.....
9. Watercourse slope, s.....
10. Average velocity, V (Figure 1).....

11.  $T_1 = \frac{L}{3600V}$  Compute T<sub>1</sub>.....

Segment ID			
ft		<del>400</del>	400
ft / ft		<del>0.005</del>	0.005
ft / s		<del>1.4</del>	1.4
hr		<del>0.08</del>	+ 0.08 = <del>0.08</del> 0.08

Open channel / pipe flow

12. Cross sectional flow area, a.....
13. Wetted perimeter, P<sub>w</sub>.....
14. Hydraulic radius,  $r = \frac{a}{P_w}$  Compute r.....
15. Channel slope, s.....
16. Manning's roughness coeff, n.....

17.  $V = \frac{1.49r^{2/3}s^{1/2}}{n}$  Compute V.....

18. Flow length, L.....

19.  $T_1 = \frac{L}{3600V}$  Compute T<sub>1</sub>.....

20. Watershed or subarea T<sub>c</sub> or T<sub>t</sub> (add T<sub>t</sub> in steps 6, 11 and 19).....

Segment ID			
ft <sup>2</sup>		<del>3.1</del>	3.1
ft		<del>0.89</del>	0.89
ft		<del>0.005</del>	0.005
ft / ft		<del>0.013</del>	0.013
ft / s		<del>7.50</del>	7.50
ft		<del>12.50</del>	12.50
hr		<del>0.05</del>	+ 0.05 = 0.05 0.15H

35, 827.92

Table 2: NRCS runoff curve numbers (CN) for selected urban land use<sup>1</sup>

Cover description		Curve numbers for hydrologic soil group			
Cover type and hydrologic condition	Average impervious area <sup>2</sup>	A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc) <sup>3</sup> :					
Poor condition (grass cover <50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover >75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc (excluding ROW)		98	98	98	98
Streets and roads:					
Paved: curbs and storm sewers (excluding ROW)		98	98	98	98
Paved: open ditches (including ROW)		83	89	92	93
Gravel (including ROW)		76	85	89	91
Dirt (including ROW)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) <sup>4</sup>		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1-2 inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation) <sup>5</sup>	77	86	91	94	
Idle lands (CN's are determined using cover types similar to those in Table 3)					
<p>1 Average runoff condition and <math>I_a=0.2S</math>.</p> <p>2 The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows:  impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using Figures 3 or 4.</p> <p>3 CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.</p> <p>4 Composite CN's for natural desert landscaping should be computed using Figures 3 or 4, based on the impervious area percentage (CN=98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.</p> <p>5 Composite CN's to use for the design of temporary measures during grading and construction should be computed using Figures 3 or 4 based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.</p>					

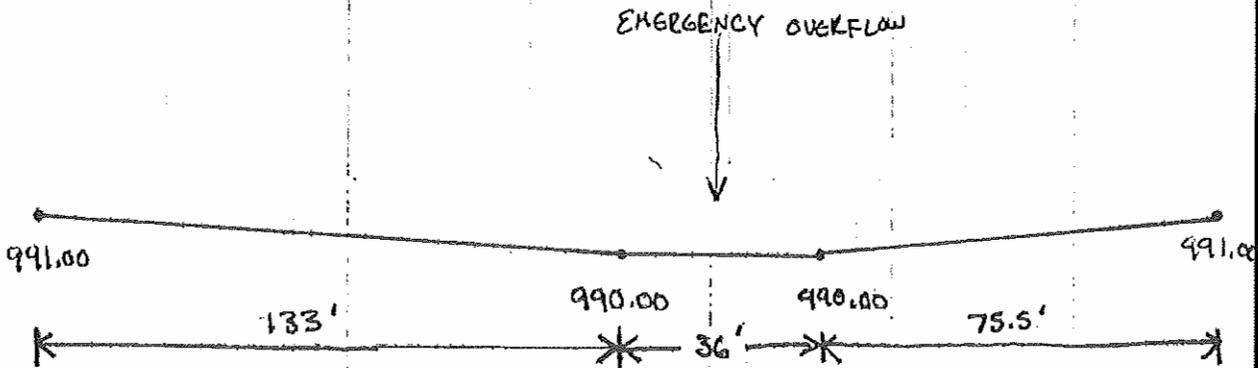
Project: Prarie Business Park

Date: 2/26/14

Subject: EMERGENCY OVERFLOW CALCULATIONS

Designed: GPC

Checked: \_\_\_\_\_



NOT TO SCALE

POUND EDGE PROFILE

ASSUMPTIONS:

\* WIDE WAIR (TRAPEZOIDAL) ASSUMED TO EFFECTIVELY ACT AS A RECTANGULAR WAIR

FRANCIS FORMULA

$$q = 3.33(b - 0.2h)h^{3/2}$$

$q_{100} = 280 \text{ ft}^3/\text{s}$   
 $2(q_{100}) = 560 \text{ ft}^3/\text{s}$   
 $b = 244.5 \text{ ft (assumed)}$

CALCULATIONS (COMPLETED USING EXCEL)

$$h = 0.49 \text{ ft } (q_{100})$$

✂

OVERFLOW WIDTHS:

$$h = 0.75 \text{ ft } (2 \times q_{100})$$

$$q_{100} = 138' \text{ WIDE}$$

$$2(q_{100}) = 193' \text{ WIDE}$$

February 26, 2014

Joe McAreavy  
Public Works Director  
City of Grimes  
101 NE Harvey  
Grimes, IA 50111

Subject: Prairie Business Park  
Site Plan

Dear Mr. McAreavy,

Submitted herewith is one PDF copy of the Site Plan for Prairie Business Park, and PDF copy of the stormwater management plan for your review. Below is a list of how the provided comments were addressed from the previous review.

### General Comments

Lighting plan is currently being developed and will be submitted to the city as soon as it is available. The developer has retained an architect to provide the building elevation drawings and these will be provided to the city as soon as they are available. These buildings will be similar to the previously approved structures in that the building materials are expected to be the same. The only difference would be slightly taller buildings, and additional windows where a mezzanine level could be included.

### Sheet 1 – Title Sheet

Removed note 9 from the sheet.

### Sheet 2 – Site

Comment 4: Shown on plan. Please note that the future phases of construction are estimates and may change based on what the market dictates.

Comment 5: Added Note B, and subdrain is shown on Sheet 5.

Comment 6: Added Note G with the exception of the SE 37<sup>th</sup> Street sidewalk. We feel that placing a sidewalk prior to the reconstruction of SE 37<sup>th</sup> Street would not be beneficial. If grading and utilities are required with the widening it could result in the removal of the sidewalk. We feel it would be more beneficial to complete the sidewalk at the time of the reconstruction.

Comment 7: Dumpsters will be located in the loading/service court and will be screened by landscaping/screening at the ends of the loading docks.

### Sheet 3 – Construction Phasing

Comment 8: Edited note, and added general notes. We understand that we will need to address the screening of

dumpsters based on the timing of construction phases.

Comments 9: Added to general notes.

#### **Sheet 4 – Water Plan**

Comments 10: Added 1 hydrant and moved the hydrant from the middle to the south. This provided the 200' radii coverage.

Comment 11: Added bollards to the hydrants in the service court.

Comments 12: Moved to the west island.

Comment 13: Easements will be supplied once reviewed by the surveyor and lawyer.

Comment 14: Added to building callout.

Comment 16: Added labels.

Comment 17: Added a note but the exact location will be determined with the architectural plans.

#### **Sheet 5 – Storm and Sanitary Sewer Plan**

Comment 18: Shown on plan and easement documents will be supplied to the city once reviewed.

Comment 19: Wye connection added.

Comment 20: Changed structure 1.

#### **Sheet 6 – Dimension Plan**

Comments 21-23 have been incorporated into the plans.

#### **Sheet 7 – Grading Plan**

Comment 24: Added Labels.

Comment 25: With the pond being completely dug into the existing ground, and with no embankment/dam enclosing the pond it is difficult to provide an emergency spillway that will drain to the surrounding area. Therefore we have provided over 2 feet of free board above the projected 100 year event. If the pond were to overflow it would do so into the existing drainage way that the site drains to today. This overflow is controlled by the existing ground on the east edge of the pond. Calculations are provided in the stormwater management plan.

Comment 26: Added to plan.

#### **Sheet 8 – Landscape Plan**

Comments 27-28 have been added to the plans.

**Sheet 10 – Details**

Comment 29 added to plans.

**Sheet 12 – Jointing and Spot Elevations**

Comment 30 added to plans.

**Elevation Plans:**

The developer has just recently retained an architect, and will be providing these as soon as possible. Buildings will be of the same material and color scheme as the previously approved building for this site.

The developer would anticipate a monument sign at the corner of James St. & SE 37<sup>th</sup> Street as well as entrance monuments at each entrance.

**Post Construction Agreement**

The developer wishes to propose some modifications to the post-construction maintenance agreement provided and will be in contact with the City of Grimes regarding those proposed changes to receive review.

**Strom Water Management Plan**

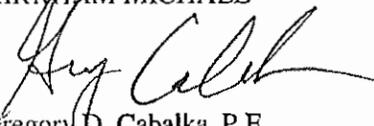
Discussion and Calculations for spillway have been added to the plan.

**Stormwater Pollution Prevention Plan**

The SWPPP and permit will be developed and acquired by the contractor completing the work for the developer and will be submitted for review by the city. The grading certification for development form will be submitted when details regarding the post construction agreement can be agreed upon by the developer and the City of Grimes.

Please contact me if you have any questions.

Sincerely yours,  
KIRKHAM MICHAEL

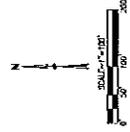


Gregory D. Cabalka, P.E.

GDC/gdc

Enc. Site Plan – Prairie Business Park (1 PDF)  
Stormwater Management plan – Prairie Business Park (1 PDF)



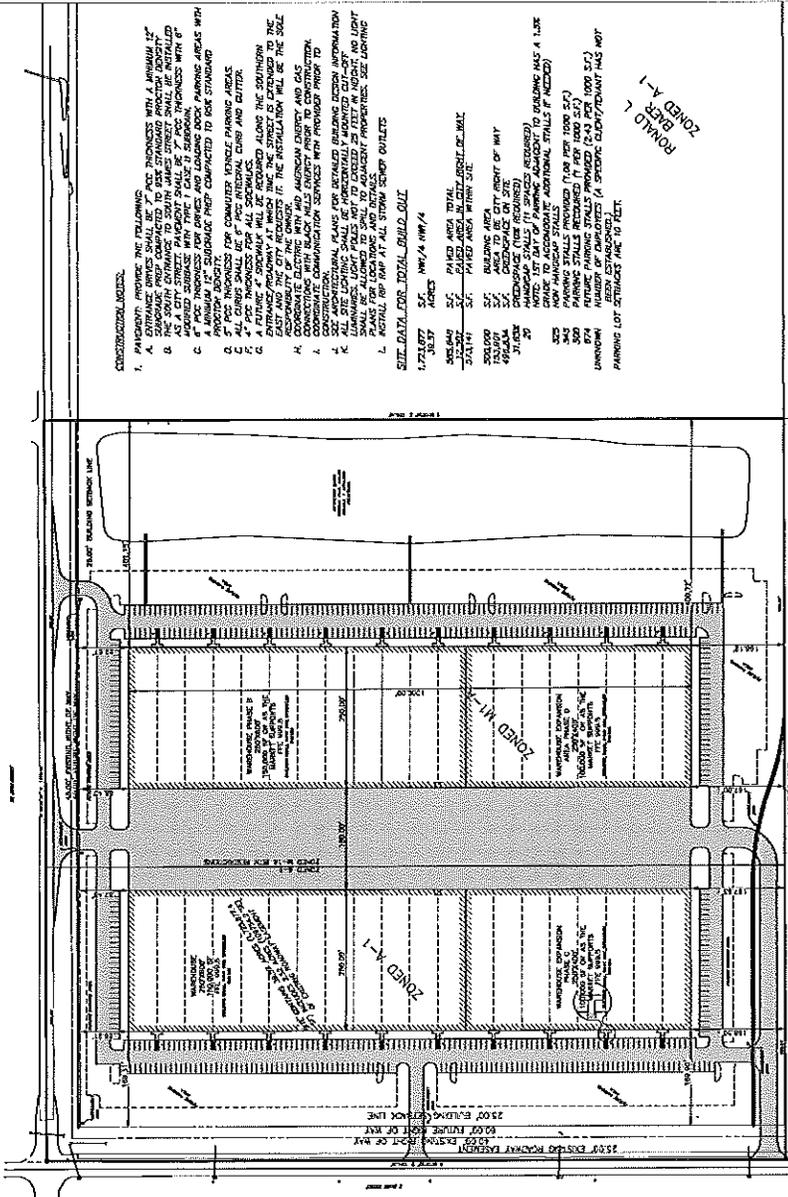


ROBERT R GROSSMAN ZONED A-1-1

STEPHEN K ZONED A-1-1

ROBERT R GROSSMAN ZONED A-1-1

HERON BUILDING ZONED A-1-1



- CONSTRUCTION NOTES:**
1. PARALLEL PARKING PER ILLINOIS
  2. EXISTING DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  3. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  4. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  5. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  6. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  7. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  8. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  9. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  10. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
- SITE DATA FOR TOTAL BUILD-OUT:**
- | ITEM | DESCRIPTION  | AMOUNT        |
|------|--|---------------|
| 1    | TOTAL AREA   | 100,000 SQ FT |
| 2    | PAVED AREA TOTAL                                   | 20,000 SQ FT  |
| 3    | PAVED AREA IN CITY STREET RIGHT-OF-WAY             | 5,000 SQ FT   |
| 4    | PAVED AREA WITHIN SITE                             | 15,000 SQ FT  |
| 5    | BUILDING AREA                                      | 10,000 SQ FT  |
| 6    | AREA TO BE CITY STREET RIGHT-OF-WAY                | 5,000 SQ FT   |
| 7    | AREA TO BE WITHIN SITE                             | 5,000 SQ FT   |
| 8    | HANDICAPPED STALLS (11 SPACES REQUIRED)            | 11 SPACES     |
| 9    | NON-HANDICAPPED STALLS (100 PER 1000 S.F.)         | 100 STALLS    |
| 10   | PARKING STALLS PROVIDED (1 PER 1000 S.F.)          | 100 STALLS    |
| 11   | FUTURE PARKING STALLS PROVIDED (2-3 PER 1000 S.F.) | 2-3 STALLS    |
| 12   | UNRECORDED   | 0 STALLS      |
- CONSTRUCTION NOTES:**
1. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  2. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  3. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  4. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  5. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  6. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  7. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  8. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  9. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.
  10. ALL DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE. DRIVEWAYS SHALL BE 12' PAVED THICKNESS WITH A MINIMUM 12" SUBGRADE.

ROBERT R GROSSMAN ZONED A-1-1

STEPHEN K ZONED A-1-1

HERON BUILDING ZONED A-1-1

- 

RETENTION BANK AND DITCHES SHALL BE CONSTRUCTED WITH THE FIRST PHASE CONSTRUCTION
- 

PHASE 1 INCLUDES THE MAIN BUILDING, PARKING, AND SERVICE DRIVE. PHASE 2 INCLUDES THE WESTERN SIDE OF THE BUILDING, SERVICE DRIVE, AND THE WESTERN SIDE OF THE STREET ACCESS.
- 

PHASE 3 INCLUDES THE WESTERN SIDE OF THE BUILDING, SERVICE DRIVE, AND THE WESTERN SIDE OF THE STREET ACCESS. PHASE 4 INCLUDES THE WESTERN SIDE OF THE BUILDING, SERVICE DRIVE, AND THE WESTERN SIDE OF THE STREET ACCESS.
- 

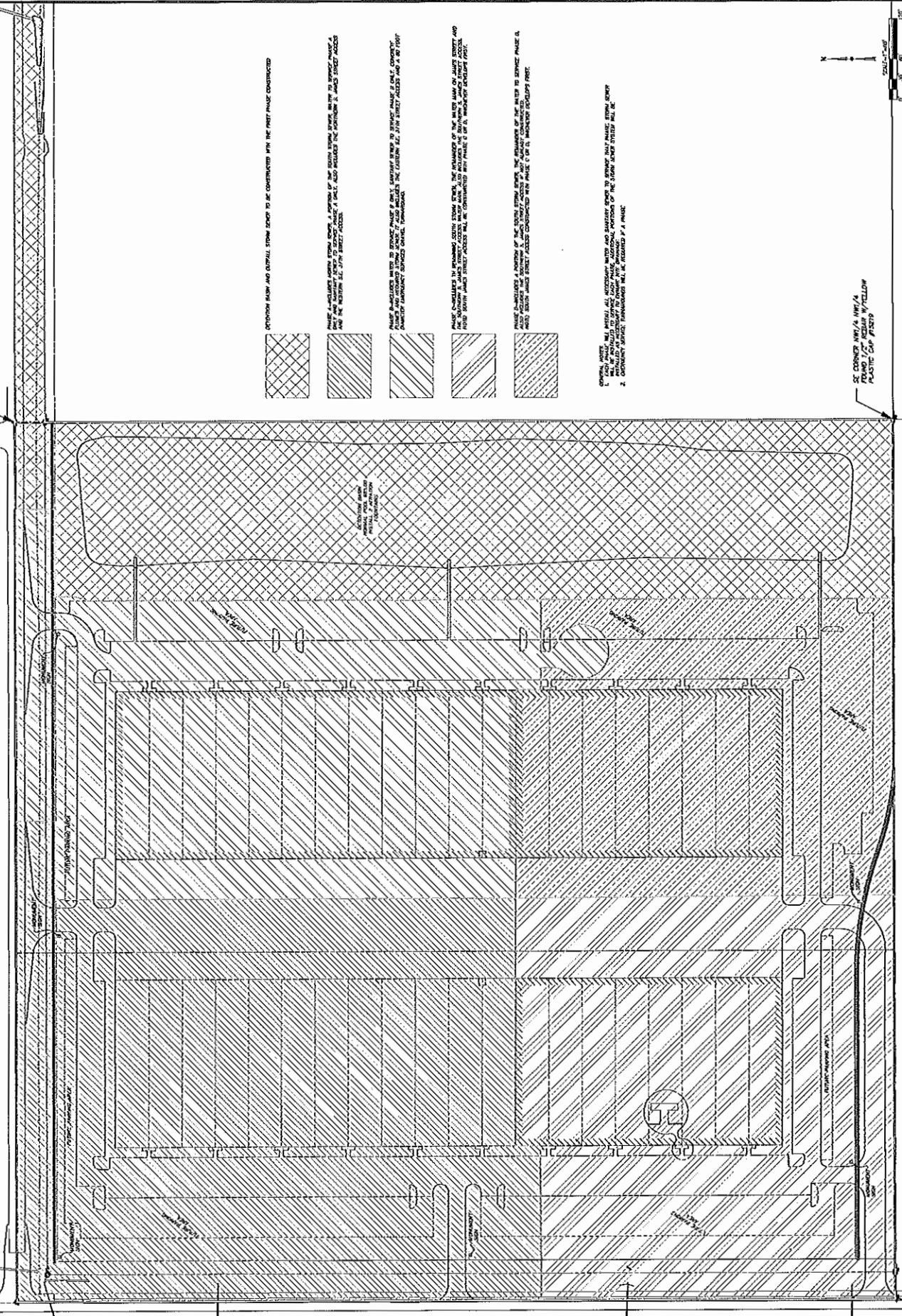
PHASE 5 INCLUDES A PORTION OF THE SOUTH SIDE OF THE BUILDING, THE REMAINDER OF THE WESTERN SIDE OF THE BUILDING, AND THE WESTERN SIDE OF THE STREET ACCESS. PHASE 6 INCLUDES THE WESTERN SIDE OF THE BUILDING, SERVICE DRIVE, AND THE WESTERN SIDE OF THE STREET ACCESS.
- 

PHASE 7 INCLUDES A PORTION OF THE SOUTH SIDE OF THE BUILDING, THE REMAINDER OF THE WESTERN SIDE OF THE BUILDING, AND THE WESTERN SIDE OF THE STREET ACCESS. PHASE 8 INCLUDES THE WESTERN SIDE OF THE BUILDING, SERVICE DRIVE, AND THE WESTERN SIDE OF THE STREET ACCESS.

NOTES:  
 1. ALL UTILITY MAINS AND SERVICE MAINS TO BE INSTALLED WITH PHASE 1 CONSTRUCTION.  
 2. CONSTRUCTION SHALL BE ACCORDING TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.  
 3. CONSTRUCTION SHALL BE ACCORDING TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.

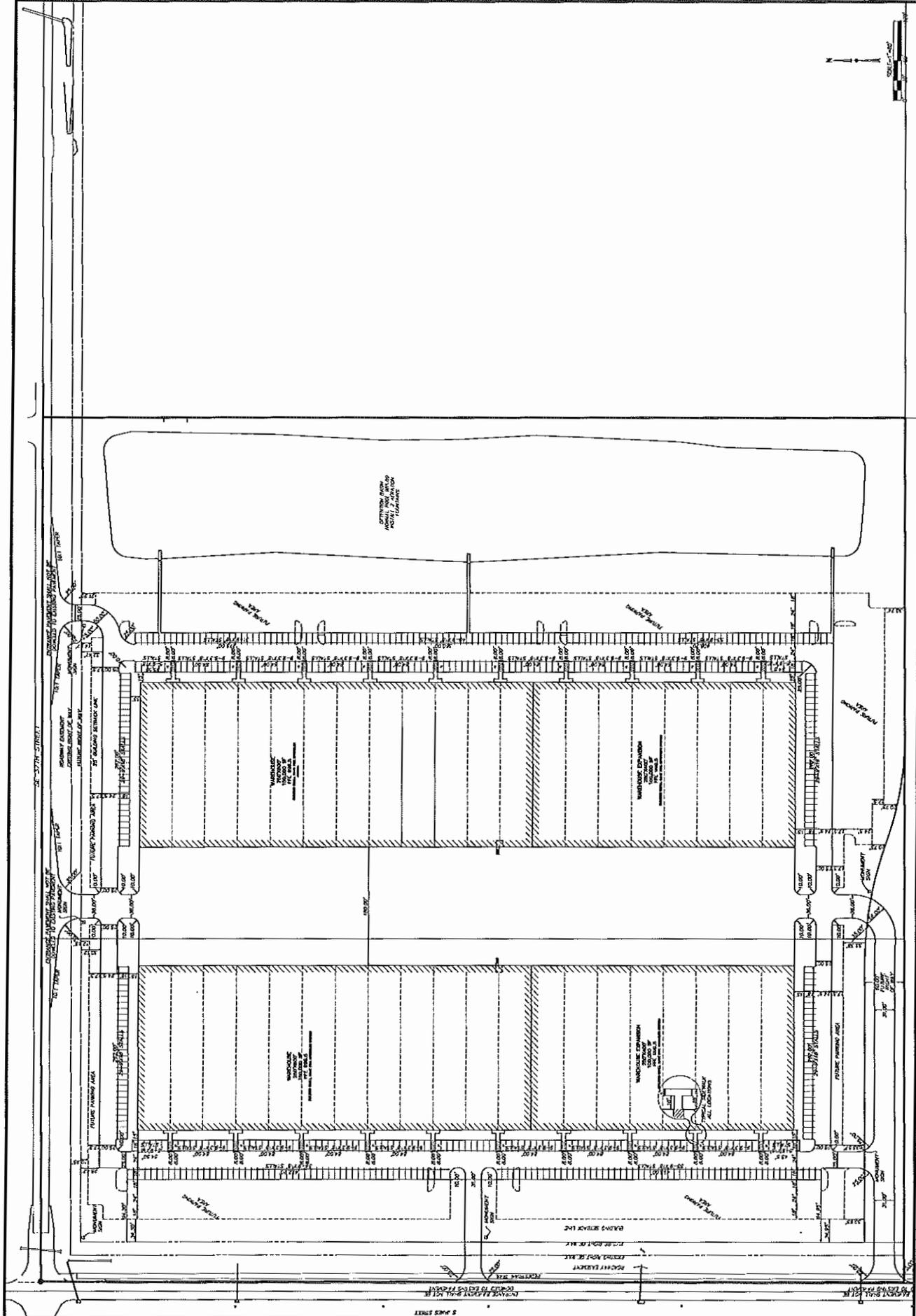


SE CORNER 1/4 1/4 NW 1/4  
 FOUND 1/2" REDBURN W/ YELLOW  
 PLASTIC CAP PILES

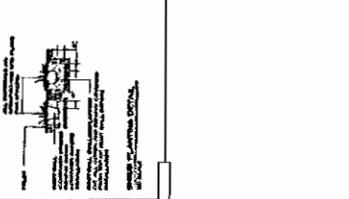
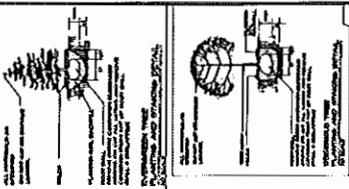








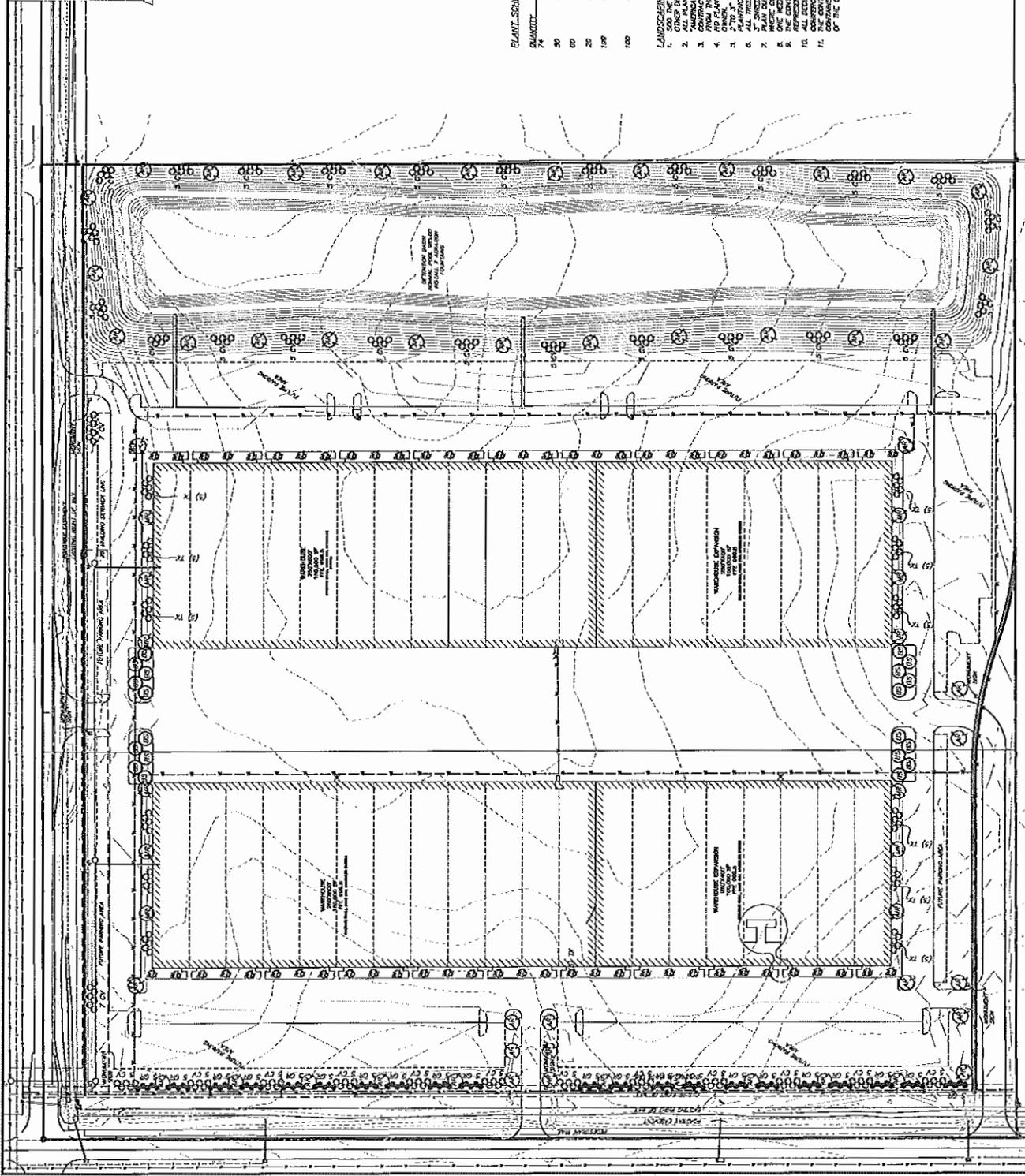




**PLANT SCHEDULE**

QUANTITY	SYMBOL	PLANTING NAME / COMMON NAME	SIZE
24	AR	RED ARCHAEOLOGICAL	1 1/2" CAL
30	AR	RED ARCHAEOLOGICAL	2" CAL
60	TR	RED MAPLE	5 GAL
20	ES	EMERALD GREEN HYDRANGEA	MINIMUM 4' HEIGHT
100	CV	CRANFORD VIBURNUM - LINDSEY	3 GAL
100	OR	MORNING GLORYS - ZEEBING	5 GAL

- LANDSCAPING NOTES**
1. ALL TREES, SHRUBS AND GROUNDS COVERS SHALL BE MAINTAINED WITH AT LEAST 1" OF MULCH.
  2. OTHER DISTURBED AREAS THAT ARE NOT TO REMAIN RELIABLE FARM LAND SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
  3. ALL PLANT MATERIALS SHALL BE GUARANTEED TO BE FREE FROM DISEASE AND PESTS.
  4. ALL PLANT MATERIALS SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE OWNER.
  5. ALL PLANT MATERIALS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  6. ALL TREES, SHRUBS AND GROUNDS COVERS SHALL BE MAINTAINED WITH AT LEAST 1" OF MULCH.
  7. ALL PLANT MATERIALS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  8. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY PLANT MATERIALS THAT ARE DAMAGED OR DESTROYED DURING THE CONSTRUCTION PERIOD.
  9. THE CONTRACTOR SHALL MAINTAIN THE LOCATION OF PLANTS FOR OWNERS' OR OTHERS' USE.
  10. ALL PLANT MATERIALS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  11. ALL PLANT MATERIALS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  12. THE CONTRACTOR SHALL MAINTAIN THE LOCATION OF PLANTS FOR OWNERS' OR OTHERS' USE.



SCALE: 1" = 25'











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

February 27, 2014

**Emily Harding**

Civil Design Advantage L.L.C.  
3405 SE Crossroads Drive, Suite G  
Grimes, IA 50111

**3250 SE Gateway Drive – Site Plan**

Interstate Gateway Business Park – Lot 6  
3250 SE Gateway Drive

The City of Grimes and FOX Engineering has completed the 2nd review of the 3250 SE Gateway Drive Site Plan, dated February 26, 2014 and offer the following comments:

**Site Plan – General**

1. The developer has stated that the the property will be used for a wholesale landscaping and carpet cleaning business. Vehicles, a skid loader and a forklift will be stored inside the building when not in use. Boulders and pallets of bagged landscaping material such as mulch, rock, compost, etc. will be stored on the asphalt millings.
2. The Developer has stated that the dumpster enclosure will be made of similar materials as the metal walls of the primary building. A detail will be provided when it is available.
3. The Developer has stated that a sand/oil separator will be provided inside the building.
4. The Developer has stated that the bulk material bins will be 2'x'x concrete bin blocks. The bottom of the bins will be paved with concrete.
5. The Developer has stated that they are seeking a waiver for the requirement of paving the storage areas with concrete or asphalt (Grimes Code 165A.20) so that they may use asphalt millings as stated on the site plan. It is our recommendation that if this waiver is granted, sufficient screening be provided for this storage area. Discussion is necessary as to the extent of the screening that will be required.

**Site Plan – Cover Sheet – Sheet 1**

6. Please provide H/C spaces provided/required in the development summary.

**Site Plan – Grading Plan – Sheet 3**

7. Please note that while the effective FEMA FIRM does not indicate that this structure is within the 100-yr floodplain limits, there is potential that future studies may find increased flows in the adjacent stream channel which may prove hazardous to this structure and may require flood insurance in the future.

**Site Plan – Utility Plan – Sheet 4**

8. Please note that the Fire Chief has yet to review the site plan. Additional fire department comments may follow.

**Site Plan – Landscape Plan – Sheet 5**

9. Discussion is necessary whether the landscaping provided sufficiently buffers the western storage areas from neighboring buildings as per Section 165A.16 of the code. It does not appear that the storage area is buffered from properties to the north.
10. Grimes Code Section 165A.16, 9, E states that In Zone 2, the non-street portion of the public right-of-way and the front set back shall be sodded. Front setback is defined as the area between the front of primary building and the right of way. Please provide sod as specified.

**Architectural/Elevation Plans**

11. Please bring building samples to the P&Z meeting.

**Lighting Plan**

12. Please provide a lighting plan as per 165A.23 when it becomes available, also, please show wall packs and state that wall packs will be sharp cut-off. Also, provide information about pole heights, wattage, etc. Also, clarify that lighting will not spill onto adjacent properties.

**Stormwater Management Concept Plan**

13. Please revise the calculations for the emergency spillway to show that the spillway will convey the 100-yr proposed storm event. Please revise the site plan accordingly.

**Stormwater Pollution Prevention Plan**

14. Please provide a SWPPP for review.
15. Please provide NPDES permit.
16. Please submit a City of Grimes Grading/Certification for Development form.

**Post Construction Stormwater Agreement**

17. FOX has not received any of the necessary Post-Construction documentation for review.

**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:**

**PLANNING & ZONING:** March 4, 2014 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 11, 2014 at 5:30 at the Grimes City Hall

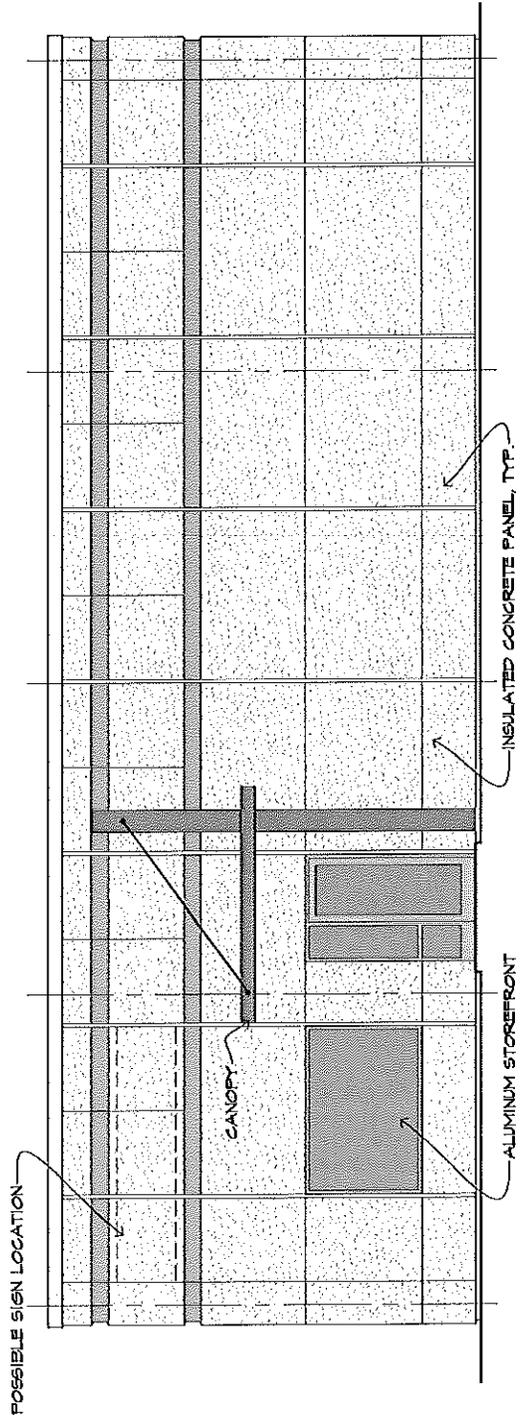
If you have any questions or concerns, please contact Joe McAreavy. The City reserves the right to modify or add to these comments.

Sincerely,

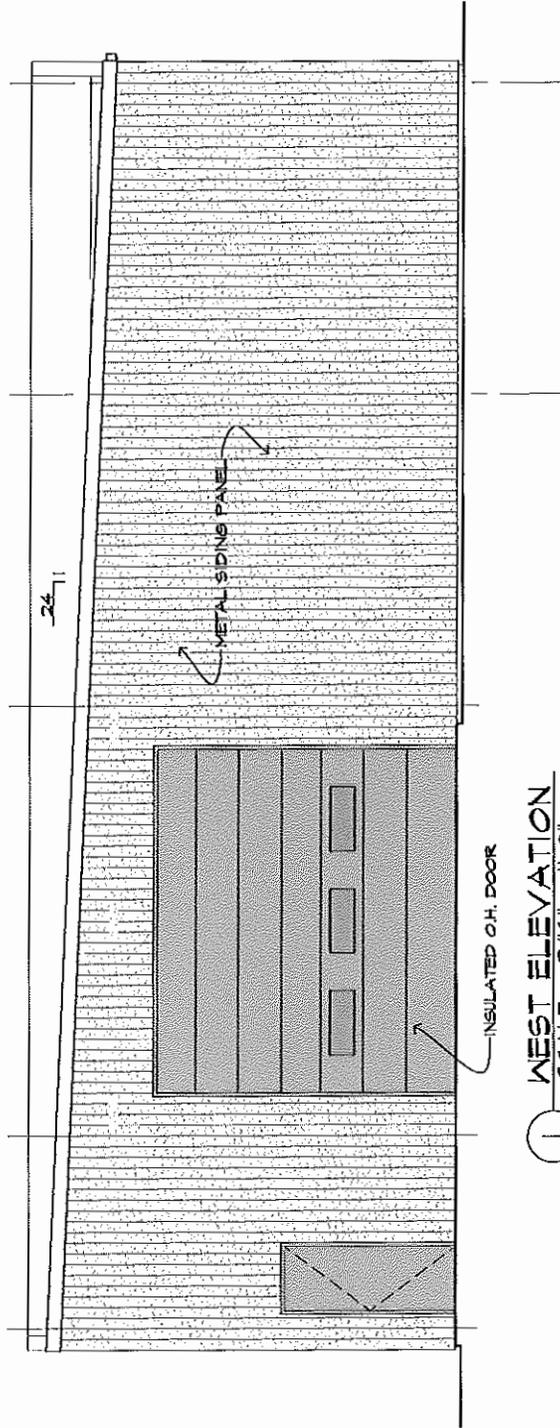
*Joe McAreavy*

Joe McAreavy, Public Works Director

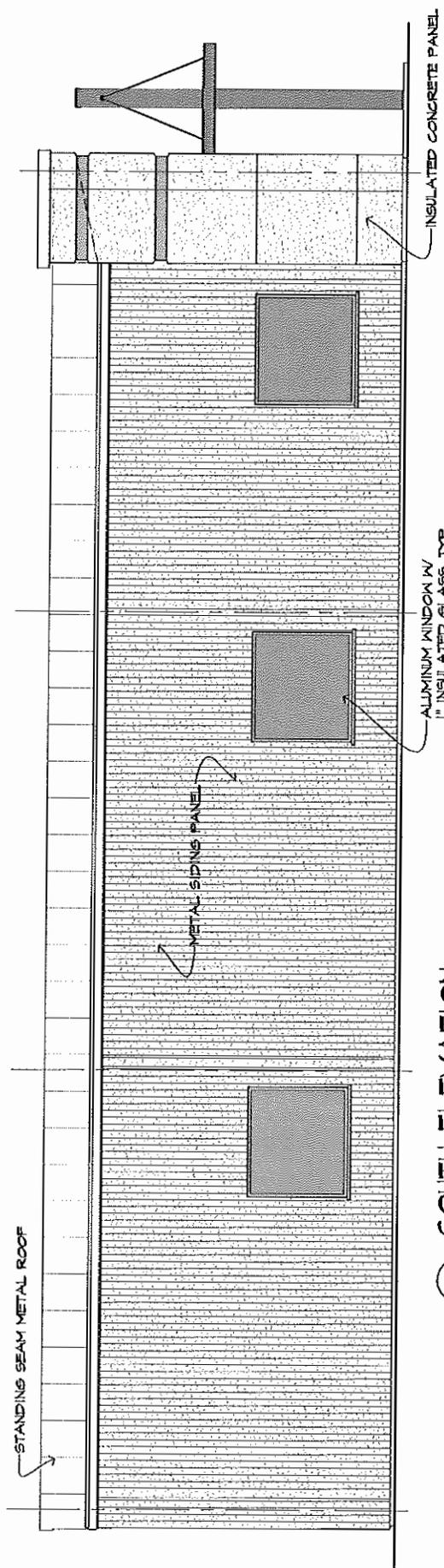
Copy to: *Kelley Brown, City of Grimes*  
*John Gade, FOX Engineering*



2 EAST ELEVATION  
 SCALE: 3/16" = 1'-0"



1 WEST ELEVATION  
SCALE: 3/16" = 1'-0"



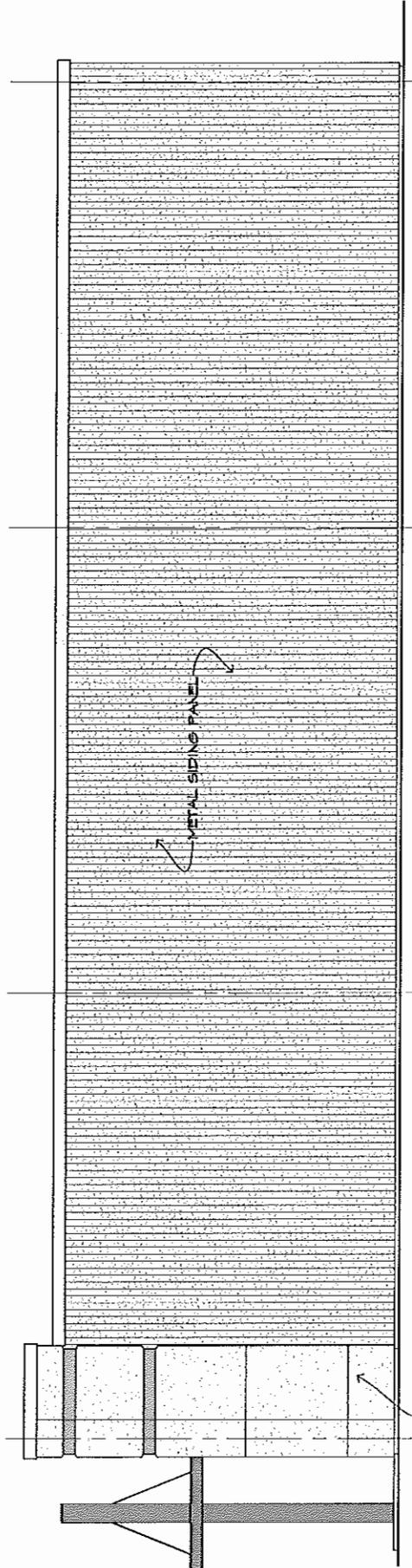
STANDING SEAM METAL ROOF

METAL SIDING PANEL

ALUMINUM WINDOW W/  
1" INSULATED GLASS, TYP.

INSULATED CONCRETE PANEL

4 SOUTH ELEVATION  
SCALE: 3/16" = 1'-0"



3 NORTH ELEVATION  
SCALE: 3/16" = 1'-0"

INSULATED CONCRETE PANEL

METAL SIDING PANEL

SITE PLAN FOR:

# 3250 SE GATEWAY DRIVE

## GRIMES, IOWA

VICINITY MAP  
NOT TO SCALE



LEGAL DESCRIPTION

LOT 8 INDUSTRIAL GATEWAY BUSINESS PARK,  
CONTAINING 4.77 ACRES (202,277 SQ

ZONING

M-3 HEAVY INDUSTRIAL DISTRICT  
ZONE 3 OF THE POLYNY IN ZONE USE CATEGORY DISTRICT

PROJECT SITE ADDRESS

3250 SE GATEWAY DRIVE

DEVELOPMENT SUMMARY

ACRES: 4.77 ACRES (202,277 SQ  
 FEET)  
 BUILDINGS: 2  
 TOTAL SQUARE FOOTAGE: 10,000  
 TOTAL SPACES: 10  
 TOTAL PARKING SPACES: 10  
 TOTAL IMPROVEMENTS: 10

DATE OF SURVEY

JANUARY 26, 2014

BENCHMARKS

MARK 1: 100' BENCH MARK AT CORNER OF GATEWAY DRIVE  
 AND 3250 SE GATEWAY DRIVE  
 ELEVATION: 100.00  
 MARK 2: 100' BENCH MARK AT CORNER OF 3250 SE GATEWAY DRIVE  
 AND 3250 SE GATEWAY DRIVE  
 ELEVATION: 100.00  
 MARK 3: 100' BENCH MARK AT CORNER OF 3250 SE GATEWAY DRIVE  
 AND 3250 SE GATEWAY DRIVE  
 ELEVATION: 100.00

CONSTRUCTION SCHEDULE

PROPOSED CONSTRUCTION PERMIT DATE = JULY 2014  
 ANTICIPATED FINISH DATE = JULY 2014

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	DIMENSION PLAN
3	GRADING PLAN
4	UTILITY PLAN
5	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	PIPE MANHOLE
CENTER LINE	WATER CURED STOP
RIGHT OF WAY	WELL
PROPERTY BOUNDARY	STORM SEWER MANHOLE
THROUGHWAY CORNER	STORM SEWER BOX
TYPE 28-207 STORM INTAKE	FLUDED END SECTION
TYPE 28-203 STORM INTAKE	RISEY CHAIN / ROSENGRANT
TYPE 28-200 STORM INTAKE	DECKLETS
TYPE 28-413 STORM INTAKE	DECKLETS SHADES
TYPE 28-421 STORM MANHOLE	ELECTRIC POWER POLE
TYPE 28-320 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEWOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
PIPE/HYDRANT ASSEMBLY	TELEPHONE JUNCTION BOX
SOON	TELEPHONE MANHOLE/WAULT
DETERMINED WARNING PAINT	TELEPHONE POLE
STORM SEWER STRUCTURE NO.	CMS VALVE BOX
STORM SEWER PIPE NO.	CABLE TV MANHOLE/VAULT
SANITARY SEWER STRUCTURE NO.	MAIL BOX
SANITARY SEWER PIPE NO.	BENCH MARK
SANITARY SEWER WITH SIZE	SOIL DRAINAGE
STORM SEWER	UNDERGROUND TV CABLE
WATERMAIN WITH SIZE	DRY MAIN
WATER SERVICE	UNDERGROUND TELEPHONE
SMALL DRAIN (DIPPER)	UNDERGROUND ELECTRIC
SET POLE	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THE SURVEYOR. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER UTILITIES IN THE AREA. OTHER UTILITIES MAY BE LOCATED AT ANY TIME. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGE TO ANY UTILITIES OR OTHER STRUCTURES CAUSED BY THE CONSTRUCTION OF THIS PROJECT. A REQUEST HAS MADE TO THE LOCAL UTILITY PROVIDERS TO LOCATE UTILITIES IN THE FIELD.



1-800-292-8989

**CIVIL DESIGN ADVANTAGE**  
 3405 SE CROSSROADS DR, SUITE G, GRIMES, IOWA 50111  
 PH: (515) 398-4400 FAX: (515) 398-4410  
 PROJECT NO. 1312453

THE PROFESSIONAL ENGINEER HAS REVIEWED THE DESIGN AND FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE IOWA ENGINEERING BOARD. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DESIGN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THE DESIGN. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DESIGN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THE DESIGN.

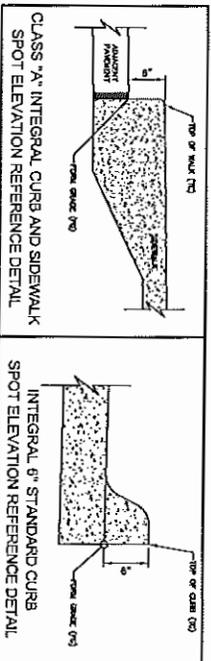
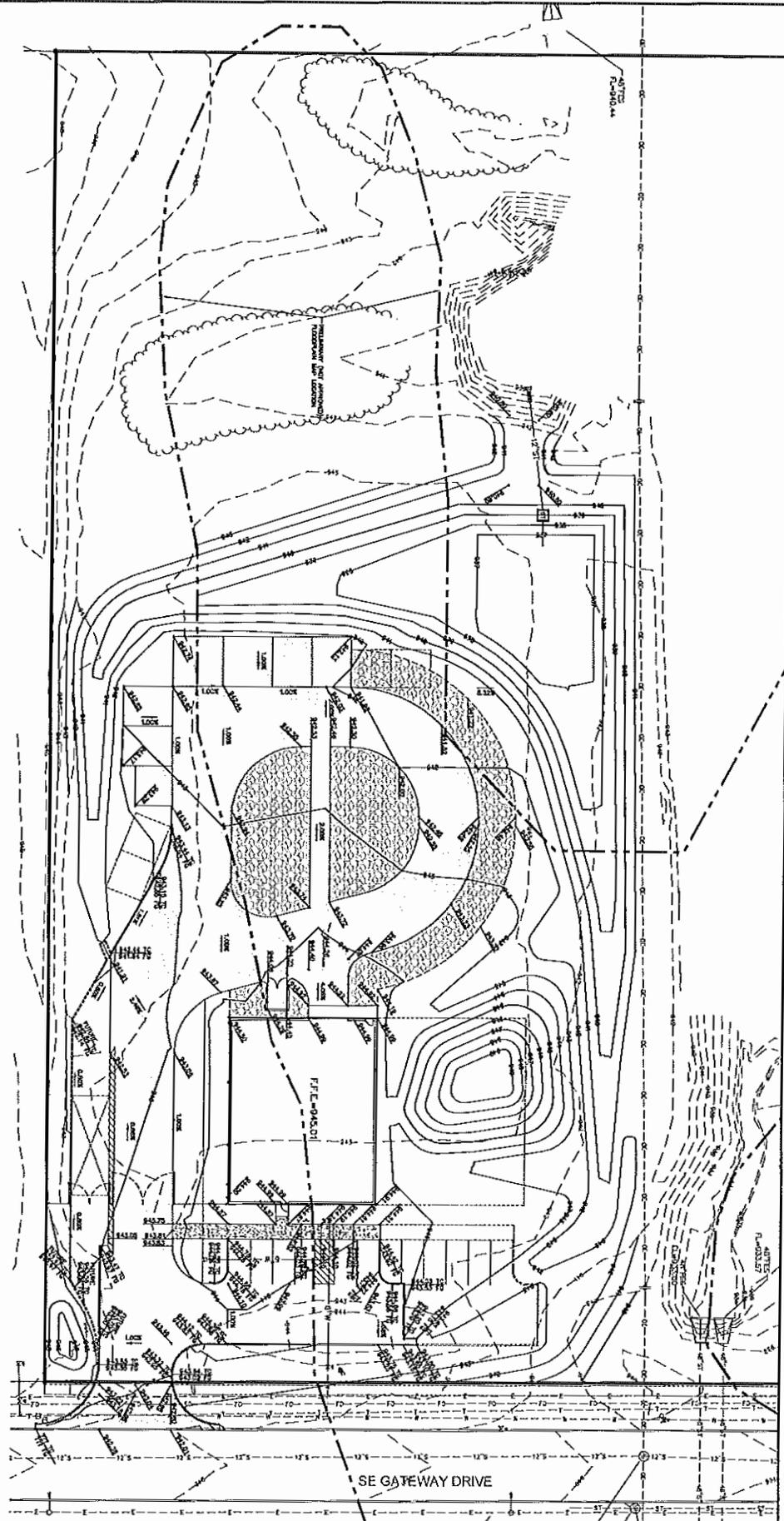
ALL CONSTRUCTION MATERIALS, METHODS, AND PROCEDURES SHALL BE IN ACCORDANCE WITH THE IOWA ENGINEERING BOARD'S STANDARDS AND SPECIFICATIONS. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DESIGN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THE DESIGN.

THE DESIGN PROFESSIONAL PREPARED FOR USE AT THE LOCATION SHOWN, USE IN ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE OF THESE DRAWINGS AND ANY ACCOMPANYING SPECIFICATIONS IS PROHIBITED.

I HEREBY CERTIFY THAT THE DESIGNING ENGINEER HAS REVIEWED THE DESIGN AND FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE IOWA ENGINEERING BOARD. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DESIGN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THE DESIGN.

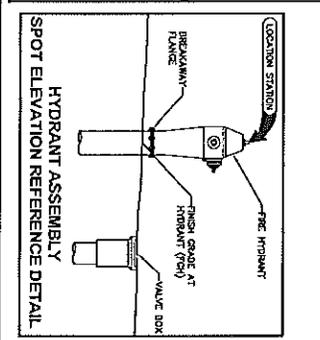
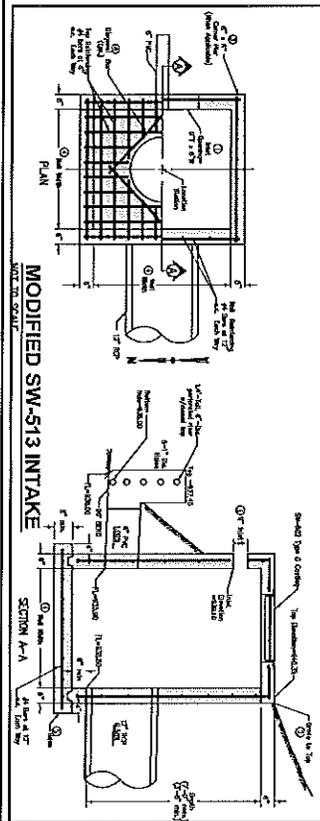
**PROFESSIONAL ENGINEER**  
 CIVIL DESIGN ADVANTAGE  
 3405 SE CROSSROADS, SUITE G, GRIMES, IA 50111  
 DATE: \_\_\_\_\_



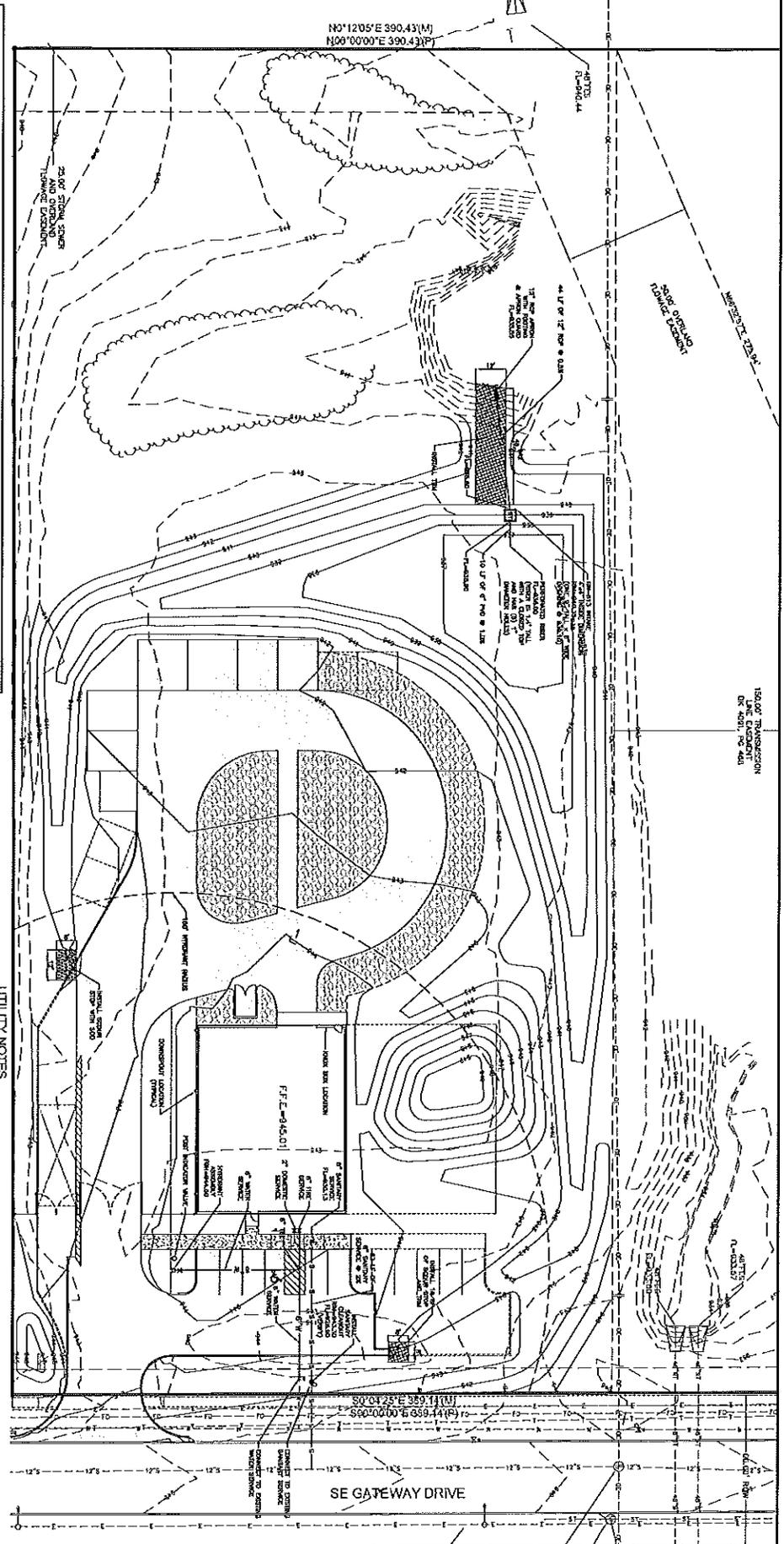


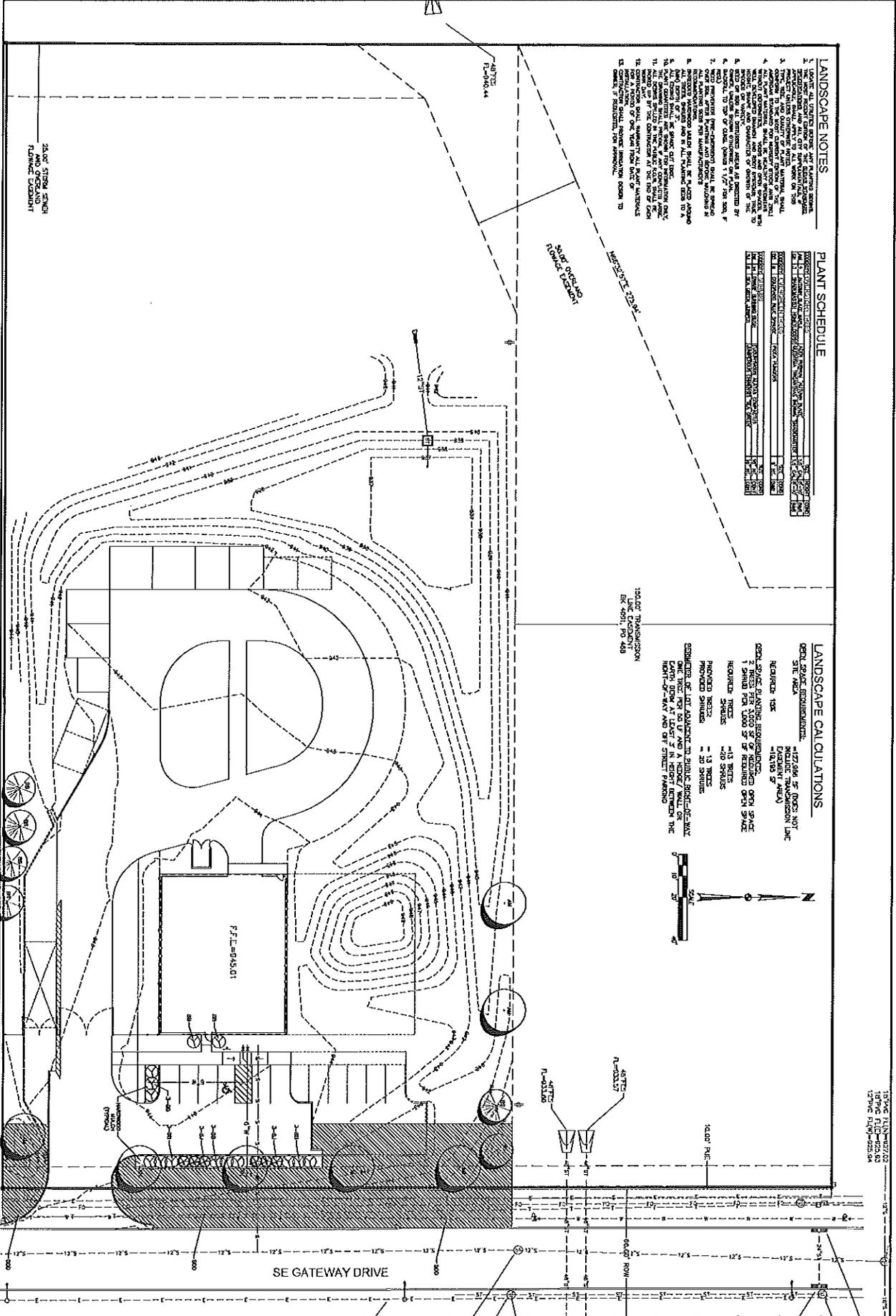
- GRADING NOTES**
1. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  2. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  3. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  4. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  5. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  6. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  7. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  8. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  9. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  10. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  11. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  12. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  13. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  14. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  15. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.
  16. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES SPECIFICATIONS.

DATE: 11/14/11  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS



- UTILITY NOTES**
1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND DEPT. RECORDS FOR ALL UTILITIES TO BE LOCATED AND DELETED FROM THE SITE.
  2. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  3. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  4. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  5. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  6. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  7. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  8. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  9. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  10. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  11. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  12. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  13. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  14. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  15. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.
  16. ALL UTILITIES SHALL BE DELETED TO 3 FEET FROM EXISTING CURB TO 10' FROM CURB FROM EITHER SIDE OF ROAD.





**LANDSCAPE NOTES**

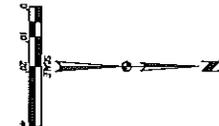
1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
2. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
3. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
4. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
5. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
6. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
7. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
8. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
9. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
10. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
11. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
12. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
13. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
14. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.
15. THE LANDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE LANDSCAPE SPECIFICATIONS.

**PLANT SCHEDULE**

PLANT CODE	PLANT NAME	QUANTITY	PLANT SIZE	PLANT TYPE
46712	...	...	...	...
46713	...	...	...	...
46714	...	...	...	...
46715	...	...	...	...
46716	...	...	...	...
46717	...	...	...	...
46718	...	...	...	...
46719	...	...	...	...
46720	...	...	...	...
46721	...	...	...	...
46722	...	...	...	...
46723	...	...	...	...
46724	...	...	...	...
46725	...	...	...	...
46726	...	...	...	...
46727	...	...	...	...
46728	...	...	...	...
46729	...	...	...	...
46730	...	...	...	...
46731	...	...	...	...
46732	...	...	...	...
46733	...	...	...	...
46734	...	...	...	...
46735	...	...	...	...
46736	...	...	...	...
46737	...	...	...	...
46738	...	...	...	...
46739	...	...	...	...
46740	...	...	...	...
46741	...	...	...	...
46742	...	...	...	...
46743	...	...	...	...
46744	...	...	...	...
46745	...	...	...	...
46746	...	...	...	...
46747	...	...	...	...
46748	...	...	...	...
46749	...	...	...	...
46750	...	...	...	...
46751	...	...	...	...
46752	...	...	...	...
46753	...	...	...	...
46754	...	...	...	...
46755	...	...	...	...
46756	...	...	...	...
46757	...	...	...	...
46758	...	...	...	...
46759	...	...	...	...
46760	...	...	...	...
46761	...	...	...	...
46762	...	...	...	...
46763	...	...	...	...
46764	...	...	...	...
46765	...	...	...	...
46766	...	...	...	...
46767	...	...	...	...
46768	...	...	...	...
46769	...	...	...	...
46770	...	...	...	...
46771	...	...	...	...
46772	...	...	...	...
46773	...	...	...	...
46774	...	...	...	...
46775	...	...	...	...
46776	...	...	...	...
46777	...	...	...	...
46778	...	...	...	...
46779	...	...	...	...
46780	...	...	...	...
46781	...	...	...	...
46782	...	...	...	...
46783	...	...	...	...
46784	...	...	...	...
46785	...	...	...	...
46786	...	...	...	...
46787	...	...	...	...
46788	...	...	...	...
46789	...	...	...	...
46790	...	...	...	...
46791	...	...	...	...
46792	...	...	...	...
46793	...	...	...	...
46794	...	...	...	...
46795	...	...	...	...
46796	...	...	...	...
46797	...	...	...	...
46798	...	...	...	...
46799	...	...	...	...
46800	...	...	...	...

**LANDSCAPE CALCULATIONS**

GENERAL REQUIREMENTS:  
 GENERAL SITE AREA: 117,000 SF (OVER NOT)  
 REQUIRED TRANSMISSION LINE: 11,000 SF  
 GENERAL SPACE PLANTING REQUIREMENTS:  
 1. TREES PER 1,000 SF OF REQUIRED OPEN SPACE: 1 TREE  
 2. SHRUBS PER 1,000 SF OF REQUIRED OPEN SPACE: 10 SHRUBS  
 3. PERENNIALS PER 1,000 SF OF REQUIRED OPEN SPACE: 10 PERENNIALS  
 4. ANNUALS PER 1,000 SF OF REQUIRED OPEN SPACE: 10 ANNUALS  
 5. MULCH PER 1,000 SF OF REQUIRED OPEN SPACE: 10 CUBIC YARDS  
 6. SOIL PER 1,000 SF OF REQUIRED OPEN SPACE: 10 CUBIC YARDS  
 7. FERTILIZER PER 1,000 SF OF REQUIRED OPEN SPACE: 10 POUNDS  
 8. IRRIGATION PER 1,000 SF OF REQUIRED OPEN SPACE: 10 GALLONS  
 9. PESTICIDES PER 1,000 SF OF REQUIRED OPEN SPACE: 10 GALLONS  
 10. WEEDING PER 1,000 SF OF REQUIRED OPEN SPACE: 10 HOURS  
 11. MAINTENANCE PER 1,000 SF OF REQUIRED OPEN SPACE: 10 HOURS  
 12. TOTAL PER 1,000 SF OF REQUIRED OPEN SPACE: 10 HOURS  
 13. TOTAL PER 117,000 SF OF REQUIRED OPEN SPACE: 1,170 HOURS  
 14. TOTAL PER 117,000 SF OF REQUIRED OPEN SPACE: 1,170 HOURS  
 15. TOTAL PER 117,000 SF OF REQUIRED OPEN SPACE: 1,170 HOURS





CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,  
PLANNERS & SURVEYORS

February 27, 2014

Planning & Zoning Commission  
City of Grimes  
101 N. Harvey  
Grimes, Iowa 50111

RE: **3250 SE Gateway Drive Waiver Request**  
CDA 1312.493

Dear Commission members:

On behalf of Kleen Flooring, we respectfully request a waiver of the surfacing requirements for the material storage areas of the site located at 3250 SE Gateway Drive. The site will be used for a wholesale landscaping and carpet cleaning business. The property is located in Zone 2 of the Highway 141 Corridor District which requires that "All areas subject to vehicular traffic, including access ways, service bays and drives, and parking, storage, loading and unloading areas shall be hard surfaced with either concrete or asphalt" as per section 165A.20 of the code. We request that the material storage areas are allowed to be surfaced with 2 inches of recycled asphalt millings on top of 6 inches of gravel. This will provide a dust-free surface. The owner intends to use the areas to store pallets of bagged landscaping material (mulch, rock, compost, etc.) and large boulders which would threaten the integrity of hard surfacing. All other vehicular access ways, including access ways, will be surfaced with concrete.

Thank you for your consideration.

Sincerely,  
CIVIL DESIGN ADVANTAGE, LLC

Emily Harding, P.E.

Copy: John Gade, Fox Engineering  
Andy Kleen



February 26, 2014

**Dean Roghair, P.E.**  
Civil Design Advantage  
3405 SE Crossroads Drive, Suite G  
Grimes, IA 50111

**Autumn Park Preliminary Plat 4**

*FOX Ref No: 8630-06K.215*

FOX Engineering and City Staff has completed the second review for Autumn Park Preliminary Plat 4 dated February 18, 2014. Please address the following comments:

1. 166.08.07, FOX Engineering has reviewed the proposed storm sewer within this development in relation to the Comprehensive Plan and have the following comments:
  - a. The Developer is proposing to convey the ponds to the City of Grimes for ownership and maintenance.
  - b. The Grimes Code requires channel straightened, widening, and cleaning. Please refer to the developer's agreement for the monetary requirement for this work to be paid to the City.
  - c. Contingent to the comments in the 1<sup>st</sup> submittal comment letter dated 2/7/14, the Stormwater Management Plan that has been submitted as part of the Preliminary Plat for Autumn Park Plat 4 is considered acceptable for the purposes of approving the Preliminary Plat. FOX Engineering will conduct a full review of the stormwater management plan once construction plans are submitted.
2. 166.08.07, FOX Engineering has reviewed the proposed sanitary sewer within this development in relation to the Comprehensive Plan and have no comments.
3. 166.08.07, FOX Engineering has reviewed the proposed water main within this development in relation to the Comprehensive Plan and have no comments.
4. 166.08.07, FOX Engineering has reviewed the proposed major streets within this development in relation to the Comprehensive Plan and have no comments.
5. 166.08.07, FOX Engineering has reviewed the proposed bike paths and sidewalks within this development in relation to the Comprehensive Plan and have no comments.
6. 166.08.07, FOX Engineering has reviewed the proposed park land within this development in relation to the Comprehensive Plan and have no comments.

---

**PRELIMINARY PLAT REVIEW SCHEDULE:**

**PLANNING & ZONING:** March 4, 2014 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 11, 2014 at 5:30 at the Grimes City Hall

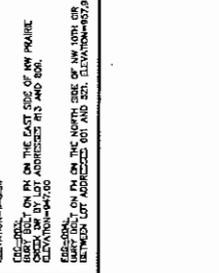
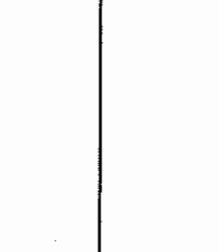
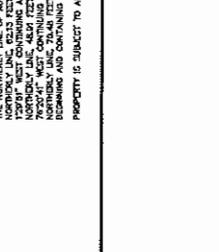
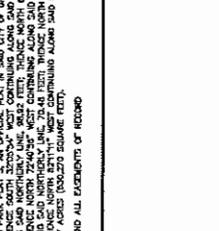
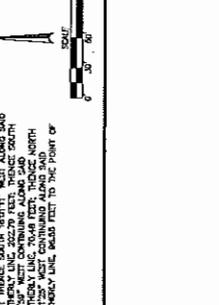
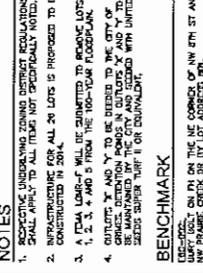
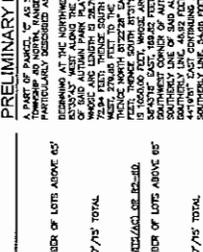
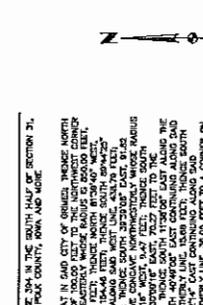
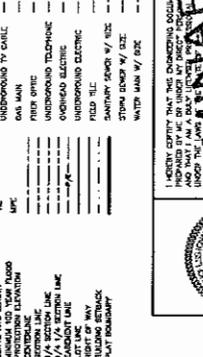
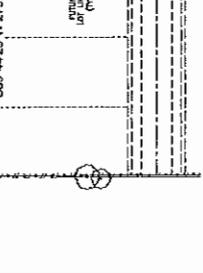
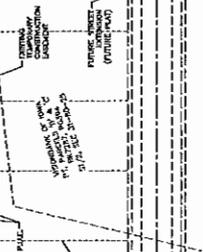
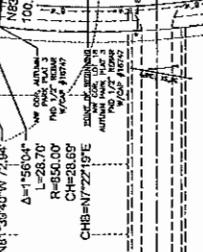
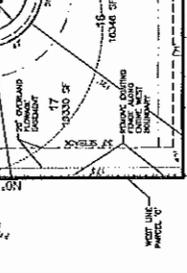
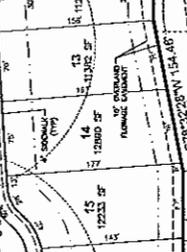
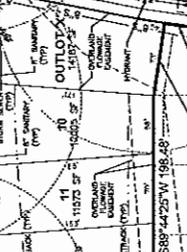
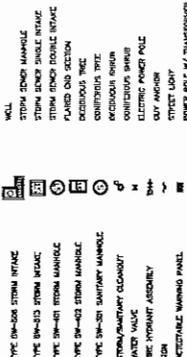
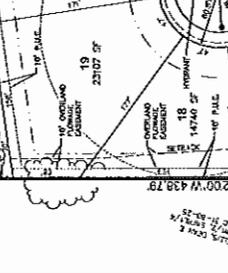
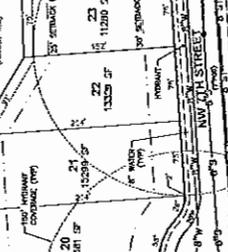
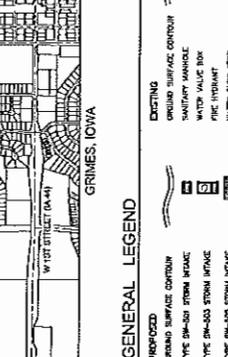
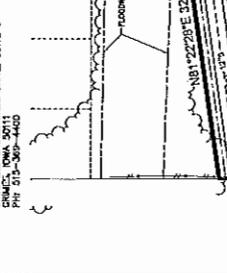
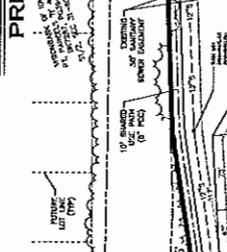
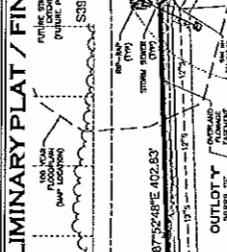
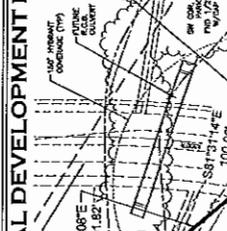
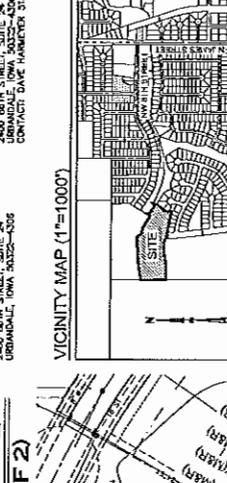
If you have any questions or concerns, please contact Mitch Holtz at (515) 233-0000. The City reserves the right to modify or add to these comments.

FOX ENGINEERING ASSOCIATES, INC.

*Mitch Holtz*

Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes





**NOTICE OF PUBLIC HEARING  
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Grimes in POLK & DALLAS County, Iowa  
 will meet at Grimes City Hall 101 NE Harvey Street  
 at 5:30 p.m. on March 11, 2014

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2014  
 by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
 Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	5,706,134	79,170	5,785,304
Less: Uncollected Property Taxes-Levy Year	2			0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>5,706,134</b>	<b>79,170</b>	<b>5,785,304</b>
Delinquent Property Taxes	4		4,000	4,000
TIF Revenues	5	1,155,957		1,155,957
Other City Taxes	6	321,501	-74,308	247,193
Licenses & Permits	7	361,825		361,825
Use of Money and Property	8	58,100	4,400	62,500
Intergovernmental	9	818,736	2,000	820,736
Charges for Services	10	4,525,200	901,200	5,426,400
Special Assessments	11	100,000		100,000
Miscellaneous	12	18,300	-6,800	11,500
Other Financing Sources	13	3,352,511	1,000,000	4,352,511
<b>Total Revenues and Other Sources</b>	<b>14</b>	<b>16,418,264</b>	<b>1,909,662</b>	<b>18,327,926</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	15	2,130,808	254,000	2,384,808
Public Works	16	1,975,213	-30,000	1,945,213
Health and Social Services	17	12,000		12,000
Culture and Recreation	18	1,260,990	504,959	1,765,949
Community and Economic Development	19	137,656		137,656
General Government	20	687,286	344,389	1,031,675
Debt Service	21	2,799,472	-10,562	2,788,910
Capital Projects	22	7,525,000		7,525,000
<b>Total Government Activities Expenditures</b>	<b>23</b>	<b>16,528,425</b>	<b>1,062,786</b>	<b>17,591,211</b>
Business Type / Enterprises	24	3,360,016	445,000	3,805,016
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>25</b>	<b>19,888,441</b>	<b>1,507,786</b>	<b>21,396,227</b>
Transfers Out	26	3,352,511		3,352,511
<b>Total Expenditures/Transfers Out</b>	<b>27</b>	<b>23,240,952</b>	<b>1,507,786</b>	<b>24,748,738</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>28</b>	<b>-6,822,688</b>	<b>401,876</b>	<b>-6,420,812</b>
	29			
Beginning Fund Balance July 1	30	15,617,126		15,617,126
Ending Fund Balance June 30	31	8,794,438	401,876	9,196,314

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Revenue increases are due to increase in water and sewer revenues as well as building development fees because of increases in housing. As well an additional \$1,000,000 in financing due to a SRF loan for the new Jordan Well. Increases in spending are due to the Jordan Well, building development fees and remodeling of the Library, the old City Hall and the new City Hall to increase the efficiency of the existing space. \$1,000,000 of reserve funds are being used for these projects.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Kelley L Brown, City Administrator  
 City Clerk/ Finance Officer Name

**NOTICE OF PUBLIC HEARING  
BUDGET ESTIMATE  
FISCAL YEAR BEGINNING JULY 1, 2014 - ENDING JUNE 30, 2015**

City of Grimes, Iowa

The City Council will conduct a public hearing on the proposed Budget at Grimes City Hall 101 NE Harvey  
on 03/11/2014 at 5:30 P.M.

The Budget Estimate Summary of proposed receipts and expenditures is shown below.  
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,  
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property . . . 12.91511  
The estimated tax levy rate per \$1000 valuation on Agricultural land is . . . 3.00376

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of,  
any part of the proposed budget

6159863036

phone number

Kelley L. Brown/City Administrator  
City Clerk/Finance Officer's NAME

	Budget FY 2015	Re-est. FY 2014	Actual FY 2013
	(a)	(b)	(c)
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1 6,018,791	5,785,304	5,384,023
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
<b>Net Current Property Taxes</b>	<b>3 6,018,791</b>	<b>5,785,304</b>	<b>5,384,023</b>
Delinquent Property Taxes	4 1,000	4,000	0
TIF Revenues	5 1,281,086	1,155,957	1,335,445
Other City Taxes	6 331,288	247,193	247,908
Licenses & Permits	7 381,825	381,825	379,832
Use of Money and Property	8 46,900	62,500	66,922
Intergovernmental	9 950,428	820,736	1,303,716
Charges for Services	10 5,836,800	5,426,400	4,390,333
Special Assessments	11 100,000	100,000	199,663
Miscellaneous	12 34,600	11,500	114,162
Other Financing Sources	13 5,536,463	4,352,611	10,250,952
<b>Total Revenues and Other Sources</b>	<b>14 20,499,081</b>	<b>18,327,928</b>	<b>23,672,958</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	15 2,816,720	2,384,808	1,766,701
Public Works	16 1,988,000	1,945,213	1,401,187
Health and Social Services	17 13,000	12,000	4,600
Culture and Recreation	18 1,350,292	1,765,949	669,581
Community and Economic Development	19 165,670	137,656	122,300
General Government	20 729,441	1,031,676	655,158
Debt Service	21 2,782,336	2,788,910	3,734,868
Capital Projects	22 5,125,000	7,526,000	2,683,365
<b>Total Government Activities Expenditures</b>	<b>23 14,970,359</b>	<b>17,591,211</b>	<b>11,237,760</b>
Business Type / Enterprises	24 3,687,837	3,605,016	2,880,484
<b>Total ALL Expenditures</b>	<b>26 18,558,196</b>	<b>21,396,227</b>	<b>14,118,244</b>
Transfers Out	27 3,536,463	3,352,611	3,138,037
<b>Total Expenditures/Transfers Out</b>	<b>28 22,094,659</b>	<b>24,748,738</b>	<b>17,256,281</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29 -1,595,678</b>	<b>-6,420,812</b>	<b>6,416,676</b>
Continuing Appropriation	0	0	
Beginning Fund Balance July 1	30 9,198,314	15,617,126	9,200,451
Ending Fund Balance June 30	31 7,600,736	9,198,314	15,617,126