



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

**CITY COUNCIL MEETING**

Grimes City Hall 5:30 P.M.

July 8, 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 June 24, 2014 Meetings
  - B. Request for Block Party on August 9, 2014 on NE 25<sup>th</sup> CT (*request to close street for neighborhood party*)
  - C. Grimes Chamber and Economic Development Reimbursement for Tourism Activities - \$3,771.92 (*reimbursement for costs incurred*)
  - D. Contract with HR Green for traffic lights design at Dallas Center Grimes High School (design work for Signals)
  - E. Pay Request #1 to CL Carroll Co. Inc. for the ASR Well #1 Well Pump and Control Building Imp. In the amount of \$13,487.15
  - F. Pay Request #1 to TBB&M LLC for the Grimes Public Library Interior Renovations - \$25,270
  - G. Pay Request #1 to Concrete Technologies for the SE 19<sup>th</sup> Street Improvements - \$66,392.67
  - H. Payment #2 to Koester Construction for the Remodel for Grimes City Hall and Chamber Offices in the



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Amount of \$52,194.04 (remodeling of old city hall for Grimes Chamber and Economic Dev.)

I. Claims dated June 30, 2014 and July 8, 2014

#### 7. FIRE CHIEF REPORT

#### 8. PATROL REPORT

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

- A. Meadowlark Place 3 Site Plan
- B. Glenstone Meadows Final Plat
- C. Bridge Creek Plat 5 Final Plat
- D. Request to Refer a Request from Dallas Center Grimes Schools for a Rezone of A-1 Agricultural to C-2 (2.29 acres) Commercial District and M-1A (6.19 acres) Commercial and Limited Light Industrial To Planning and Zoning on July 21, 2014 and City of Grimes City Council on July 22, 2014.

### **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**

- A. 28E Agreement for Funding of Emergency Management Administration (*agreement by and among Members of the Polk County Emergency Management commission for funding of Emergency Management Administration Agreement*)
- B. Resolution 06-2714 Adopting the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan (*a hazard mitigation plan is requires as a condition of future funding for FEMA*)

### **COUNCIL DISCUSSIONS**

- 1. Mayor's Report
- 2. City Attorney's Report
- 3. City Engineer's Report
- 4. City Staff Report
- 5. Old Business
- 6. Recess Open Session
- 7. Reconvene Open Session
- 8. Resolution 04-2214 providing for Closed Session ref 21.5 (1) (c) potential matters in litigation and 21.5(1) (j) to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that



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property.

9. Rise from Closed Session
10. Reconvene Open Session
11. Open Session – cont.
12. New Business - cont.

## **ADJOURNMENT**

## CITY COUNCIL MEETING

Tuesday, June 24, 2014

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Tom Armstrong on Tuesday, June 24, 2014 at 5:30 P.M. at the Grimes City Hall. Mayor Armstrong led the Pledge of Allegiance.

Roll Call: Present: Patterson, Evans, Bickford, Altringer Absent: Blackford

### GENERAL AGENDA ITEMS.

#### APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda. Moved by Evans, Seconded by Bickford; the agenda shall be approved.

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

#### **Quarterly Report on Metro Waste Authority – Ron Long**

Former Council Member Ron Long who is the City of Grimes representative on the Metro Waste Authority Board provided an update. He advised that Reo Menning has been appointed as the new Executive Director. Long stated that work is starting on the new Metro Waste Authority Transfer Station that is being built in Grimes. Council Member Altringer asked about looking into the possibility of providing a dumpster that would be a place where residents who have overflow on recycling could bring those items. She asked about possibly locating it at the City shop. City Administrator Brown will check into the availability of a recycling dumpster.

#### **Approval of the Consent Agenda**

A. Minutes from June 10, 2014 Council Meeting B. Pay Request to AECOM Technical Services for the Northwest Transportation Corridor Feasibility Study - \$2,246.85 C. Tobacco License for Dollar General - July 1 (yearly renewal) D. Central Pump & Motor – SE Liftstation Pump #1 and #2 removal, rebuild and reinstall – \$10,489.57 E. Melvin Marsh for Annual Reed Bed Cleaning out of Solids - \$30,250 F. Request for 3% Staff Pay Increase for 2014-2015 City of Grimes Recreation Staff G. Request for 3% Summer Seasonal Staff for Grimes Park and Recreation Staff – effective June 1H. Request for 3% Increase for all Administrative Staff for 2014/2015 I. Grimes Chamber and Economic Development & Tourism Expenses Request for Reimbursement –\$35,280.21 (incurred expenses)J. Purchase of a Tommy Lift in an amount not to exceed \$3,500 K. Purchase of a Walk Behind Street Painter in an amount not to exceed \$5,600 L. Resolution #06-2814 Relating to Financing of a Project to be Undertaken by the City of Grimes, Iowa; Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code and authorizing transfer of funds (for the SE 19<sup>th</sup> Street Project) M. Wage Increase Request for Scott Clyce as Building Administrator and Dave Sigler as Asst. Public Works Director N. Resolution #06-2814 Establishing Policies for Expenditure of Funds for Public Purposes (setting guidelines for expenditure of funds) O. New Playground Equipment at Waterworks Park – All Inclusive Recreation - \$12,518.53 (swing sets, geo-dome climber, merry go round) P. Quit Claim Deed from Kennybrook Owner's Association (for the common area and the medians currently maintained by the Association) Q. ACCUJET – cleaning of sanitary sewers (north of NW 8<sup>th</sup> to Gabus Dr from James Street west to new area including NE 11<sup>th</sup> to NE 13<sup>th</sup> from James to N Frances Avenue, lateral inspections around SE Capital Circle) R. Integratedprint Solutions – reversible jersey - \$2,529 (park and recreation

*programs* S. Purchase of a Hot Box for asphalt patching for the Street Dept in an amount not to exceed \$34,000 Claims date June 24, 2014 in the amount of \$468,463.47.

Moved by Bickford, Seconded by Altringer; the Consent Agenda shall be approved.  
Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

#### **PEOPLESERVICE REPORT**

Mark Devine of PeopleService and Grimes Water and Wastewater was present to update the Council. He advised that the wells have dropped 1 ½ feet this past month. He advised that the reeds have been delivered and are ready to be planted in the reed bed.

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

**A. Third Reading of Ordinance #632 Curb It! Fee effective July 1, 2014 increasing \$.04 to \$2.65 per Household, 1.5% increase**

Moved by Patterson, Seconded by Evans; the Third Reading of Ordinance #632 Curb It! Fee shall now pass.

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

Moved by Patterson, Seconded by Evans; Ordinance #632 shall now pass.

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

#### **PUBLIC FORUM**

Richard Loew of 304 SE Main was present to discuss his property. He is requesting a curb cut in order to have access to his garage off of SE Main Street. Loew advised the Council that he has removed 38 trees and has greatly improved the property. City Administrator Brown advised that the Council would be discussing this issue and she would get back to him.

#### **COUNCIL ACTIONS**

##### **A. 28E Agreement for Funding of Emergency Management Administration**

Moved by Altringer, Seconded by Bickford; this item shall be postponed to the next meeting.

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

##### **B. Resolution 06-2714 Adopting the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan**

Moved by Patterson, Seconded by Evans; this item shall be postponed to the next meeting.

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

#### **COUNCIL DISCUSSIONS**

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

Mayor Armstrong thanked PeopleService for their 18 years of service to the City of Grimes and wished them well.

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

No report

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

Fox Engineer Mitch Holtz was present to update the Council. He advised that SE Main Street is complete and the final progress payment will be submitted next month. Holtz added that the landscaping is in but will grow and mature over time. He added that the grading has been started on SE 19<sup>th</sup> Street and storm sewer will be started next week. Mayor Armstrong asked if the electrical was going to be put underground in this area and Holtz advised that it would be underground.

**4. City Staff Report**

**5. Old Business**

**6. New Business**

**ADJOURNMENT**

Moved by Altringer, Seconded by Bickford; there being no further business, the meeting shall be adjourned at 5:50 pm.

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

ATTEST:

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

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



The workshop meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, June 24, 2014 at 6:10 p.m. in Grimes City Hall.

Roll Call: Present: Evans, Altringer, Patterson, Bickford Absent: Blackford

**APPROVAL OF THE AGENDA**

Moved by Evans, seconded by Patterson; the agenda shall be approved.

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

**1. Discussion on Request for Curb Cut at 304 SE Main Street**

The Council discussion a request from a property owner at 304 SE Main Street for a curb cut on SE Main Street.

**2. Discussion on Trailers/Vehicles in Backyards**

The Council discussed trailers and other vehicles in backyards of properties.

**3. Discussion on Franchise Fee**

The Council discussed the possibility of a franchise fee.

**New Business**

The Council discussed the traffic study done on Hwy 44 at the Dallas Center Grimes High School.

Moved by Altringer, Seconded by Bickford; there being no further business, the workshop meeting is adjourned at 7:04 pm.

ATTEST:

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

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

## Rochelle Williams

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**From:** Joe ripperger <rebarger\_1@yahoo.com>  
**Sent:** Thursday, June 26, 2014 12:42 PM  
**To:** Rochelle Williams  
**Subject:** Re: NE 25th Ct Block Party August 9th

Rochelle,

Sorry, This is an update version. The date of the party wasn't correct in the details below. The party will be the 9th.

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On Thu, 6/26/14, Joe ripperger <rebarger\_1@yahoo.com> wrote:

**Subject:** NE 25th Ct Block Party August 9th  
**To:** [rwilliams@ci.grimes.la.us](mailto:rwilliams@ci.grimes.la.us)  
**Date:** Thursday, June 26, 2014, 12:39 PM

Hello Rochelle,

I hope you're having a good summer!

Last year the city approved our block party. We had a great time last year and plan to keep things very similar. Below are the details for this year's block party. Would you be able to assist us in getting approval again this year for the street barricades and band?

Here are the details.

**Who:** Community of Chevelia Trace  
**Where:** NE 25th CT  
**When:** August 9th, 2014  
**Time:** 5:00pm – 12:00pm

1st Request: Barricade NE 25th CT Street from house number 100 to approximately house number 208/213 during the hours of 5:00 pm to 1:00 am. This is same section of street we blocked of last year for our block party. Residences residing in this section have been notified and do not have objections.

2nd Request: We would like to gain city approval to have a band during the hours of 7pm to no later than 10pm. I have spoken to all property owners residing on NE 25th CT and gained approval. I and other neighbors will be notifying the other property owners in the surrounding area to address any concerns with noise and will accommodate as needed.

I, and others in my immediate community appreciate your time and consideration. We are looking forward to this year's block party and many more in future years to come.

Please let me know if you have any questions.

Joe Ripperger  
101 NE 25th CT



HRGreen

HR GREEN, INC.  
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 8th day of July, 2014 by and between, the City of Grimes the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Dallas Center/Grimes High School Traffic Study

hereby amends the original Professional Services Agreement dated September 24, 2013 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Design a temporary traffic signal installation at the Dallas Center/Grimes School Campus access to Iowa Highway 44 as described in Attachment A.

COMPANY Project Number: 40130066

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials of performing any work on the project.

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- Lump Sum to be [increased – or – decreased] by [written amount] Dollars (\$ [xxxxxx])
- Per current rate schedule with a maximum fee to be [increased – or – decreased] by [written amount] Dollars (\$ [xxxxxx])
- Per current rate schedule with an estimated fee to be increased by seven thousand one hundred Dollars (\$ 7,100)
- Other as stated here to be [increased – or – decreased] by [written amount] Dollars (\$ [xxxxxx])

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is thirty seven thousand, five hundred fifty Dollars (\$ 37,550)

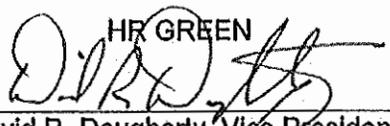
THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF GRIMES, IOWA

By: Kelley Brown, City Administrator

HR GREEN  
  
By David R. Dougherty, Vice President  
7-3-14

## ATTACHMENT A

**CITY OF GRIMES, IOWA**  
**Dallas Center/Grimes High School**  
**Traffic Study**  
**September 2013**

### SCOPE OF SERVICES

#### 1.0 Project Understanding

HR Green completed a traffic study at the Dallas Center-Grime Middle School/High School campus facility located approximately one mile west of the City of Grimes along the north side of Iowa Highway 44. A traffic signal warrant analysis was completed and recommended the installation of traffic signal control at this access. Because future development is anticipated on the west side of the school campus which will alter the school access location, a temporary traffic signal utilizing wood poles and span wire is proposed as an interim alternative.

Design Criteria/Assumptions:

Iowa SUDAS design standards and specifications will be used for this project.

#### 2.0 Scope of Services

The CLIENT (City of Grimes, Iowa) agrees to employ CONSULTANT (HR Green, Inc.) to perform the following services:

##### Task 1 – Project Management

###### 1.1 Project Monitoring and Progress Reports

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task for the duration of the project. Prepare and submit monthly invoices:

###### 1.2 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the Quality Control Plan and monitor plan execution for the duration of the project.

##### Task 2 – Preliminary Design

###### 2.1 Base Mapping

The CONSULTANT will seek to obtain available base mapping for the project area from the CLIENT and/or the Iowa DOT. If base mapping is unavailable, the temporary traffic signal design will be completed using aerial photography and GIS right-of-way information. The CONSULTANT will complete one (1) field visit to review available base mapping information.

Field survey is not included in this scope of services.

## **2.2 Preliminary Temporary Traffic Signal Design**

The CONSULTANT will complete the preliminary design of the temporary traffic signal. Preliminary design will include the layout of the temporary traffic signal at the study intersection showing location of wood poles, span wire, traffic signal head placement, controller location, vehicle detection, advance traffic signal signage, and conduit locations. It is assumed that vehicle detection will be accomplished via camera technology. The following sheets are anticipated:

- A.01 – Project Title Sheet
- C.01 – Estimate Reference/Estimated Project Quantities
- N.01 – Traffic Signal Notes Sheet
- N.02 – Temporary Traffic Signal Layout Sheet
- N.03 – Temporary Traffic Signal Wiring Diagram
- N.04 – Advance Traffic Signal Signing Sheet
- N.05 – Advance Traffic Signal Signing Sheet
- N.06 – Temporary Traffic Signal Quantities Sheet
- N.07 – Temporary Traffic Signal Quantities Sheet
- N.08 – Temporary Traffic Signal Details
- N.09 – Temporary Traffic Signal Details

Temporary traffic signal quantities will not be calculated during the preliminary design phase. Traffic signal timing plans will not be calculated during the preliminary design phase. The temporary traffic signal design will be completed in accordance with Iowa Statewide Urban Design and Specifications.

The CONSULTANT will provide the preliminary traffic signal design plans to the City and Iowa DOT for review and comment.

## **2.3 Iowa DOT Traffic Control Device Permit**

The CONSULTANT will complete the Permit for Installation of a Traffic Control Device. The Permit will be provided to the City for review and signature. The permit will then be provided to the Iowa DOT for approval.

## **Task 3 – Final Design**

### **3.1 Final Temporary Traffic Signal Design**

The CONSULTANT will complete revisions to the temporary traffic signal design based on comments received during the preliminary design task. The CONSULTANT will coordinate with the local utility to coordinate a power source for the temporary traffic signal. The CONSULTANT will complete the temporary traffic signal design including calculating quantities and recommended opening day traffic signal timings. The sheet count assumed for the final temporary traffic signal design is the same as the preliminary temporary traffic signal design listed previously. Final plans will be provided to the CLIENT and Iowa DOT for review and comment. CONSULTANT will incorporate review comments based on one (1) review cycle.

### **3.2 Engineer's Opinion of Probable Construction Cost**

The CONSULTANT will develop an Engineer's Opinion of Probable Construction Costs for the proposed improvements identified in Task 3.1.

## **Task 4 – Bidding Services**

### **4.1 Bidding Services**

Produce Plans and Specifications. Print the required number of plans, specifications, and contract documents for distribution to prospective bidders, contractors, subcontractors, and material/equipment suppliers. It is anticipated that 10 sets of documents will be required. Assist the CITY in advertising for and obtaining bids for construction and maintain a record of prospective bidders to whom bid documents have been issued. Prepare Notice to Bidders for CITY approval and publication. A record of the plans will be available on our website under "Planholders" at [www.hrgreen.com](http://www.hrgreen.com). Respond to questions from potential bidders and suppliers. Issue Addenda as appropriate to interpret, clarify or expand bidding documents. Attend the bid opening, tabulate the bids, assess proposals for completeness, and assist the CITY in evaluating the low bid. Review the Bids. Advise the CITY as to the acceptability of the low bid, contractor, and listed construction materials, if required in specifications. Provide a written recommendation to the CITY for awarding a contract.

## **Task 5 – Construction Phase Services**

### **5.1 Pre-Construction Meeting**

The CONSULTANT will coordinate the Pre-Construction meeting and prepare meeting minutes.

### **5.2 Shop Drawing Review**

The CONSULTANT will review contractor submittals required by the contract documents, and make appropriate responses.

### **5.3 Temporary Traffic Signal Observation**

The CONSULTANT will, with the CLIENT, make a pre-final observation, prepare punch lists, conduct a final observation, review contract closeout documentation and recommend final payment to close-out the construction contract.

## **3.0 Deliverables and Schedules Included in this Contract**

Project deliverables include:

- Preliminary design plans
- Iowa DOT Permit for Installation of a Traffic Control Device
- Final design plans
- Record of prospective bidders
- Notice to Bidders
- Addenda to plans, if needed
- Written recommendation to City for contract award
- Pre-construction meeting minutes
- Construction punchlist, if needed
- Consultant attendance at up to three (3) City Council Meetings
- Consultant attendance at one (1) Pre-Construction Meeting

The project schedule is dependent upon CLIENT review time and receipt of client provided data. It is anticipated that the Preliminary Design Task (Task 2) will be completed within three (3) weeks of notice to proceed. Assuming the CLIENT and Iowa DOT will require one (1) week for review of the preliminary plans, it is anticipated that the Final Design Task (Task 3) will be completed within eight (8) weeks of notice to proceed.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

#### **4.0 Items not Included In Agreement/Supplemental Services**

The following items are not included in the scope of services:

- Preparing the design documents for multiple construction contracts other than what is outlined in this scope of services.
- Geotechnical and Structural analysis of temporary traffic signal design elements.
- Field and construction survey
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Assistance with bid protests and re-bidding.
- Revisions of the design, drawings, and specifications result from changes in the general scope, extent, or character of the project, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction, or method of financing.
- Provisions for replacement of underground utilities.
- Construction Easements and Plats
- CONSULTANT attendance/participation at Dallas Center -- Grimes Community School District School Board meetings
- Public Involvement activities
- Resident engineering services such as processing contractor pay requests, negotiating change orders, processing contractor claims or other contractors contract management functions other than those expressly described within the scope of services.

While not included in the scope of services, these tasks may be added through the use of supplemental agreements.

#### **5.0 Services by Others**

No sub-consultants are required. This section has not changed from the original scope of services.

#### **6.0 Client Responsibilities**

The CLIENT shall provide the following:

- Pertinent available drawings, reports, data, maps, benchmarks, and utility information for the project area as needed.
- Prompt review of drawings, specifications, sketches, technical memos, and information submitted by the COMPANY.
- Legal review of information as needed by the project.
- Designate a person to act as CITY'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CITY'S policies and decisions with respect to COMPANY's services for the Project.
- Provide location for Pre-Construction meeting



HRGreen

HR GREEN, INC.  
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COMPANY Project Number: 40130066

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In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

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The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is thirty seven thousand, five hundred fifty Dollars (\$ 37,550)

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

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF GRIMES, IOWA

HR GREEN  


By: Kelley Brown, City Administrator

By David R. Dougherty, Vice President

7-3-14

## ATTACHMENT A

**CITY OF GRIMES, IOWA**  
**Dallas Center/Grimes High School**  
**Traffic Study**  
**September 2013**

### SCOPE OF SERVICES

#### 1.0 Project Understanding

HR Green completed a traffic study at the Dallas Center-Grime Middle School/High School campus facility located approximately one mile west of the City of Grimes along the north side of Iowa Highway 44. A traffic signal warrant analysis was completed and recommended the installation of traffic signal control at this access. Because future development is anticipated on the west side of the school campus which will alter the school access location, a temporary traffic signal utilizing wood poles and span wire is proposed as an interim alternative.

**Design Criteria/Assumptions:**

Iowa SUDAS design standards and specifications will be used for this project.

#### 2.0 Scope of Services

The CLIENT (City of Grimes, Iowa) agrees to employ CONSULTANT (HR Green, Inc.) to perform the following services:

##### Task 1 – Project Management

###### 1.1 Project Monitoring and Progress Reports

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task for the duration of the project. Prepare and submit monthly invoices:

###### 1.2 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the Quality Control Plan and monitor plan execution for the duration of the project.

##### Task 2 – Preliminary Design

###### 2.1 Base Mapping

The CONSULTANT will seek to obtain available base mapping for the project area from the CLIENT and/or the Iowa DOT. If base mapping is unavailable, the temporary traffic signal design will be completed using aerial photography and GIS right-of-way information. The CONSULTANT will complete one (1) field visit to review available base mapping information.

Field survey is not included in this scope of services.

## **2.2 Preliminary Temporary Traffic Signal Design**

The CONSULTANT will complete the preliminary design of the temporary traffic signal. Preliminary design will include the layout of the temporary traffic signal at the study intersection showing location of wood poles, span wire, traffic signal head placement, controller location, vehicle detection, advance traffic signal signage, and conduit locations. It is assumed that vehicle detection will be accomplished via camera technology. The following sheets are anticipated:

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## **Task 3 – Final Design**

### **3.1 Final Temporary Traffic Signal Design**

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### **3.2 Engineer's Opinion of Probable Construction Cost**

The CONSULTANT will develop an Engineer's Opinion of Probable Construction Costs for the proposed improvements identified in Task 3.1.

## **Task 4 – Bidding Services**

### **4.1 Bidding Services**

**Produce Plans and Specifications.** Print the required number of plans, specifications, and contract documents for distribution to prospective bidders, contractors, subcontractors, and material/equipment suppliers. It is anticipated that 10 sets of documents will be required. Assist the CITY in advertising for and obtaining bids for construction and maintain a record of prospective bidders to whom bid documents have been issued. Prepare Notice to Bidders for CITY approval and publication. A record of the plans will be available on our website under "Planholders" at [www.hrgreen.com](http://www.hrgreen.com). Respond to questions from potential bidders and suppliers. Issue Addenda as appropriate to interpret, clarify or expand bidding documents. Attend the bid opening, tabulate the bids, assess proposals for completeness, and assist the CITY in evaluating the low bid. Review the Bids. Advise the CITY as to the acceptability of the low bid, contractor, and listed construction materials, if required in specifications. Provide a written recommendation to the CITY for awarding a contract.

## **Task 5 – Construction Phase Services**

### **5.1 Pre-Construction Meeting**

The CONSULTANT will coordinate the Pre-Construction meeting and prepare meeting minutes.

### **5.2 Shop Drawing Review**

The CONSULTANT will review contractor submittals required by the contract documents, and make appropriate responses.

### **5.3 Temporary Traffic Signal Observation**

The CONSULTANT will, with the CLIENT, make a pre-final observation, prepare punch lists, conduct a final observation, review contract closeout documentation and recommend final payment to close-out the construction contract.

## **3.0 Deliverables and Schedules Included in this Contract**

Project deliverables include:

- Preliminary design plans
- Iowa DOT Permit for Installation of a Traffic Control Device
- Final design plans
- Record of prospective bidders
- Notice to Bidders
- Addenda to plans, if needed
- Written recommendation to City for contract award
- Pre-construction meeting minutes
- Construction punchlist, if needed
- Consultant attendance at up to three (3) City Council Meetings
- Consultant attendance at one (1) Pre-Construction Meeting

The project schedule is dependent upon CLIENT review time and receipt of client provided data. It is anticipated that the Preliminary Design Task (Task 2) will be completed within three (3) weeks of notice to proceed. Assuming the CLIENT and Iowa DOT will require one (1) week for review of the preliminary plans, it is anticipated that the Final Design Task (Task 3) will be completed within eight (8) weeks of notice to proceed.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

#### **4.0 Items not Included in Agreement/Supplemental Services**

The following items are not included in the scope of services:

- Preparing the design documents for multiple construction contracts other than what is outlined in this scope of services.
- Geotechnical and Structural analysis of temporary traffic signal design elements.
- Field and construction survey
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Assistance with bid protests and re-bidding.
- Revisions of the design, drawings, and specifications result from changes in the general scope, extent, or character of the project, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction, or method of financing.
- Provisions for replacement of underground utilities.
- Construction Easements and Plats
- CONSULTANT attendance/participation at Dallas Center – Grimes Community School District School Board meetings
- Public Involvement activities
- Resident engineering services such as processing contractor pay requests, negotiating change orders, processing contractor claims or other contractors contract management functions other than those expressly described within the scope of services.

While not included in the scope of services, these tasks may be added through the use of supplemental agreements.

#### **5.0 Services by Others**

No sub-consultants are required. This section has not changed from the original scope of services.

#### **6.0 Client Responsibilities**

The CLIENT shall provide the following:

- Pertinent available drawings, reports, data, maps, benchmarks, and utility information for the project area as needed.
- Prompt review of drawings, specifications, sketches, technical memos, and information submitted by the COMPANY.
- Legal review of information as needed by the project.
- Designate a person to act as CITY'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CITY'S policies and decisions with respect to COMPANY's services for the Project.
- Provide location for Pre-Construction meeting



**Contractor's Application for Payment No. 1**

Application Period: 5/18/14 - 6/23/14		Application Date: 6/23/2014	
To (Owner): City of Grimes	From (Contractor): C.L. Carroll Co. Inc.	Via (Engineer): Fox Engineering, Inc.	
Project: ASH Well #1 Well Pump & Control Building Imp. Grimes, IA		Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 3354-13A	

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE	\$ 1,584,000.00
			2. Net change by Change Orders	\$ 30.00
			3. Current Contract Price (Line 1 & 2)	\$ 1,584,000.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$ 14,197.00
			5. RETAINAGE:	
			a. 5% X \$14,197.00 Work Completed	\$ 709.85
			b. 5% X \$0.00 Stored Material	\$ 30.00
			c. Total Retainage (Line 5.a + Line 5.b)	\$ 709.85
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 13,487.15
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$
			8. AMOUNT DUE THIS APPLICATION	\$ 13,487.15
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$ 1,577,512.85
TOTALS	\$0.00	\$0.00		
NET CHANGE BY CHANGE ORDERS	\$0.00			

**Contractor's Certification**

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Paul D. ...

By: Paul D. ... Date: 6/23/14

Payment of: \$ 13,487.15  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Steve J. ... 6-30-14  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)



**Contractor's Application for Payment No. 1**

Application Period: 5/1/14 - 6/23/14		Application Date: 6/23/2014	
To (Owner): City of Orleans	From (Contractor): C.L. Carroll Co. Inc.	Via (Engineer): Fox Engineering, Inc.	
Project: ASR Well #1 Well Pump & Control Building Imp. Orleans, LA		Contractor's Project No.: 3364-13A	
Owner's Contract No.:		Engineer's Project No.:	

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE	\$ 1,586,000.00
			2. Net change by Change Orders	\$ 0.00
			3. Current Contract Price (Line 1 & 2)	\$ 1,586,000.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$ 14,197.00
			5. RETAINAGE:	
			a. 5% X \$14,197.00 Work Completed	\$ 709.85
			b. 5% X \$0.00 Stored Material	\$ 0.00
			c. Total Retainage (Line 5.a + Line 5.b)	\$ 709.85
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 13,487.15
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$
			8. AMOUNT DUE THIS APPLICATION	\$ 13,487.15
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 8.c above)	\$ 13,487.15
TOTALS	\$0.00	\$0.00		
NET CHANGE BY CHANGE ORDERS	\$0.00			

**Contractor's Certification**

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: *Bob Day*

By: *Bob Day* Date: *6/23/14*

Payment of: \$ 13,487.15  
(Line 8 or other - attach explanation of the other amount)

Is recommended by: *Steven J. Jumper* 6-30-14  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

Is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)





# AIA Document G702™ - 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> City of Grimes, Iowa 101 NE Harvey Grimes, IA 50111	<b>PROJECT:</b> Grimes Public Library Interior Renovations 200 N. Janes Street Grimes, Iowa 50111	<b>APPLICATION NO:</b> 001 <b>PERIOD TO:</b> June 30, 2014	<b>Distribution to:</b> <b>OWNER:</b>
<b>FROM</b> TBB&M, LLC	<b>VIA</b> FBH Associates, Inc.	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b>
<b>CONTRACTOR:</b> 2452 S. Lakeview Dr. Greenfield, Iowa 50849	<b>ARCHITECT:</b> 604 East Grand Ave. Des Moines, Iowa 50309	<b>CONTRACT DATE:</b> May 15, 2014 <b>PROJECT NOS:</b> 2013203.02 / /	<b>CONTRACTOR:</b> <b>FIELD:</b> <b>OTHER:</b>

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM .....	\$ 211,000.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 211,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 26,600.00
<b>5. RETAINAGE:</b>	
a. 5 % of Completed Work (Column D + E on G703) .....	\$ 1,330.00
b. 5 % of Stored Material (Column F on G703) .....	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	\$ 1,330.00
6. TOTAL EARNED LESS RETAINAGE .....	\$ 25,270.00 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 0.00 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .....	\$ 25,270.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) .....	\$ 185,730.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	\$ 0.00	\$ 0.00
<b>NET CHANGES by Change Order</b>	\$	0.00

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

**CONTRACTOR:** Janice S Morgan Date: June 25, 2014  
By: \_\_\_\_\_  
State of: Iowa

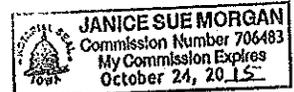
County of: Adair

Subscribed and sworn to before

on this 25 day of June 2014

Notary Public: Janice Morgan

My Commission expires: Oct 24, 2015



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 25,270.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**  
By: Michelle Crowlbit Date: 7.1.14

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





**Progress Estimate**

**Contractor's Application**

A		B		C	D	E	F		G	
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not In)	Total and Stored to Date (D + E)	% (E / B)	Balance to Finish (B - E)
1	CLEAR+GRUBB	12	\$ 425.00	\$ 5,100.00	9.00	\$ 3,825.00		\$ 3,825.00	75.0%	\$ 1,275.00
2	SPECIAL BACKFILL	2328	\$ 24.75	\$ 57,568.50		\$ -		\$ -		\$ 57,568.50
3	EXCAVATION, CL 10, RDWY+BORROW	13168	\$ 2.55	\$ 33,578.40	6584.00	\$ 16,789.20		\$ 16,789.20	50.0%	\$ 16,789.20
4	EXCAVATION, CL 12, BOULDER/ROCK FRAGMENT	60	\$ 10.20	\$ 610.00		\$ -		\$ -		\$ 610.00
5	TOPSOIL, STRIP, SALVAGE+SPREAD	3250	\$ 4.10	\$ 13,325.00	2115.00	\$ 8,671.50		\$ 8,671.50	65.1%	\$ 4,653.50
6	TOPSOIL, STRIP+STKP	2500	\$ 2.05	\$ 5,125.00	1225.00	\$ 2,511.25		\$ 2,511.25	49.0%	\$ 2,613.75
7	SPECIAL COMPACTION OF SUBGRADE	62	\$ 714.00	\$ 37,128.00		\$ -		\$ -		\$ 37,128.00
8	MODIFIED SUBBASE	3830	\$ 37.75	\$ 144,592.50		\$ -		\$ -		\$ 144,592.50
9	SHOULDER FINISHING, EARTH	103	\$ 153.00	\$ 15,759.00		\$ -		\$ -		\$ 15,759.00
10	STD'S-F PCC PAVT, CL C CL 3, 6"	19478.3	\$ 49.00	\$ 954,338.70		\$ -		\$ -		\$ 954,338.70
11	MEDIAN, DOWELLED PCC, 6"	30	\$ 95.50	\$ 2,865.00		\$ -		\$ -		\$ 2,865.00
12	MEDIAN, PCC, 6"	37	\$ 66.25	\$ 2,451.25		\$ -		\$ -		\$ 2,451.25
13	PCC PAVT SAMPLE	1	\$ 2,100.00	\$ 2,100.00		\$ -		\$ -		\$ 2,100.00
14	SURF, DRIVEWAY, CL A CR STONE	300	\$ 22.50	\$ 6,750.00		\$ -		\$ -		\$ 6,750.00
15	REMOVAL OF SIGN	7	\$ 61.20	\$ 428.40	1.00	\$ 61.20		\$ 61.20	14.3%	\$ 367.20
16	APRON, CONC, 36"	1	\$ 2,755.00	\$ 2,755.00		\$ -		\$ -		\$ 2,755.00
17	APRON, CONC, 54"	1	\$ 4,385.00	\$ 4,385.00		\$ -		\$ -		\$ 4,385.00
18	R/W+REINSTALL CONC PIPE APRON LE 36"	2	\$ 295.00	\$ 510.00		\$ -		\$ -		\$ 510.00
19	MANHOLE, STORM SWR, SW-401, 48"	3	\$ 2,755.00	\$ 8,265.00		\$ -		\$ -		\$ 8,265.00
20	INTAKE, TYPE SW-501	10	\$ 2,450.00	\$ 24,500.00		\$ -		\$ -		\$ 24,500.00
21	INTAKE, TYPE SW-503	8	\$ 3,415.00	\$ 27,320.00		\$ -		\$ -		\$ 27,320.00
22	INTAKE, TYPE SW-505	1	\$ 2,960.00	\$ 2,960.00		\$ -		\$ -		\$ 2,960.00
23	INTAKE, TYPE SW-508	1	\$ 6,710.00	\$ 6,710.00		\$ -		\$ -		\$ 6,710.00
24	MANHOLE ADJUSTMENT, MINOR	2	\$ 460.00	\$ 920.00		\$ -		\$ -		\$ 920.00
25	MANHOLE ADJUSTMENT, MAJOR	10	\$ 1,850.00	\$ 18,500.00		\$ -		\$ -		\$ 18,500.00
26	CONNECTION TO EXIST MANHOLE	6	\$ 1,430.00	\$ 7,150.00		\$ -		\$ -		\$ 7,150.00
27	SUBDRAIN, STD, PERFORATED, 4"	3513	\$ 11.75	\$ 41,277.75		\$ -		\$ -		\$ 41,277.75
28	SUBDRAIN OUTLET (RF-19C)	20	\$ 295.00	\$ 5,700.00		\$ -		\$ -		\$ 5,700.00
29	STORM SWR G-MAIN, TRENCHED, RCP 20000, 15"	1566	\$ 38.75	\$ 61,457.50		\$ -		\$ -		\$ 61,457.50
30	STORM SWR G-MAIN, TRENCHED, RCP 20000, 18"	129	\$ 42.85	\$ 5,527.65		\$ -		\$ -		\$ 5,527.65
31	STORM SWR G-MAIN, TRENCHED, RCP 20000, 24"	291	\$ 61.25	\$ 17,823.75		\$ -		\$ -		\$ 17,823.75
32	STORM SWR G-MAIN, TRENCHED, RCP 20000, 30"	565	\$ 75.50	\$ 42,657.50		\$ -		\$ -		\$ 42,657.50
33	STORM SWR G-MAIN, TRENCHED, RCP 20000, 54"	112	\$ 168.00	\$ 18,816.00		\$ -		\$ -		\$ 18,816.00
34	R/W STORM SWR PIPE LE 36"	304	\$ 14.25	\$ 4,332.00		\$ -		\$ -		\$ 4,332.00
35	ENGINEER FABRIC	20	\$ 1.85	\$ 37.00		\$ -		\$ -		\$ 37.00
36	REVTMENT, CLASS E	60	\$ 61.25	\$ 3,692.50		\$ -		\$ -		\$ 3,692.50
37	R/WL OF PAVT	8073	\$ 7.65	\$ 61,758.45	3556.00	\$ 29,727.90		\$ 29,727.90		\$ 32,030.55
38	REMOVAL OF INTAKES AND UTILITY ACCESSES	2	\$ 815.00	\$ 1,630.00		\$ -		\$ -		\$ 1,630.00
39	RECREATIONAL TRAIL, PCC, 5"	2505.7	\$ 34.75	\$ 87,073.08		\$ -		\$ -		\$ 87,073.08
40	SPECIAL COMPACTION OF SUBGRADE/REG TRAIL	26	\$ 205.00	\$ 5,330.00		\$ -		\$ -		\$ 5,330.00
41	DETECTABLE WARNINGS	220	\$ 25.50	\$ 5,610.00		\$ -		\$ -		\$ 5,610.00
42	DRIVEWAY, PCC, 7"	316.7	\$ 56.00	\$ 17,735.20		\$ -		\$ -		\$ 17,735.20
43	SAFETY CLOSURE	4	\$ 127.50	\$ 510.00	1.00	\$ 127.50		\$ 127.50		\$ 382.50
44	POST, STEEL, AS PER PLAN	25	\$ 102.00	\$ 2,550.00		\$ -		\$ -		\$ 2,550.00
45	TYPE A SIGNS, SHEET ALUMINUM	123	\$ 22.50	\$ 2,767.50		\$ -		\$ -		\$ 2,767.50
46	PAINTED PAVT MARK, WATERBORNE/SOLVENT	96	\$ 32.50	\$ 3,120.00		\$ -		\$ -		\$ 3,120.00
47	PAINTED SYMBOL/LEGEND, WATERBORNE/SOLVNT	24	\$ 102.00	\$ 2,448.00		\$ -		\$ -		\$ 2,448.00
48	PAVT MARK R/W	28	\$ 52.75	\$ 1,477.00		\$ -		\$ -		\$ 1,477.00

**Progress Estimate**

**Contractor's Application**

A		B		C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in Date (D + E))	% (F / B)	Balance to Finish (B - F)
49	TRAFFIC CONTROL	1	\$ 8,160.00	\$ 8,160.00		\$ -	\$ -		\$ 8,160.00
50	FLAGGER	20	\$ 335.00	\$ 6,700.00		\$ -	\$ -		\$ 6,700.00
51	MOBILIZATION	1	\$ 60,000.00	\$ 60,000.00	0.10	\$ 6,000.00	\$ 6,000.00		\$ 54,000.00
52	URETHANE CHAIRNEY SEAL	7	\$ 785.00	\$ 5,355.00		\$ -	\$ -		\$ 5,355.00
53	TRENCH COMPACTION TESTING	1	\$ 3,060.00	\$ 3,060.00		\$ -	\$ -		\$ 3,060.00
54	WATER MAIN, TRENCHED, DIP, 6"	130	\$ 41.00	\$ 5,330.00		\$ -	\$ -		\$ 5,330.00
55	WATER MAIN, TRENCHED, PVC, 6"	360	\$ 23.50	\$ 8,460.00		\$ -	\$ -		\$ 8,460.00
56	FITTINGS BY COUNT, DIP	10	\$ 765.00	\$ 7,650.00		\$ -	\$ -		\$ 7,650.00
57	VALVE, GATE, DIP, 8"	3	\$ 1,600.00	\$ 4,800.00		\$ -	\$ -		\$ 4,800.00
58	FLUSHING DEVICE (BLOWOFF), 2"	3	\$ 915.00	\$ 2,745.00		\$ -	\$ -		\$ 2,745.00
59	VALVE BOX REPLACEMENT	13	\$ 460.00	\$ 5,980.00		\$ -	\$ -		\$ 5,980.00
60	CUT IN WATER MAIN TEE SECTION	3	\$ 1,630.00	\$ 4,890.00		\$ -	\$ -		\$ 4,890.00
61	RELOCATE EXISTING FIRE HYDRANT	8	\$ 1,430.00	\$ 12,870.00		\$ -	\$ -		\$ 12,870.00
62	TRAFFIC SIGNALIZATION MODIFICATIONS	1	\$ 13,260.00	\$ 13,260.00		\$ -	\$ -		\$ 13,260.00
63	COMPOST	6	\$ 10,200.00	\$ 61,200.00		\$ -	\$ -		\$ 61,200.00
64	SEED+FERTILIZE (URBAN)	6	\$ 2,345.00	\$ 14,070.00		\$ -	\$ -		\$ 14,070.00
65	WATER-SODS/SPEC DITCH CNTLS/SLOPE PROTECT	300	\$ 60.00	\$ 18,000.00		\$ -	\$ -		\$ 18,000.00
66	SILT FENCE	3490	\$ 1.55	\$ 5,409.50		\$ -	\$ -		\$ 5,409.50
67	SILT FENCE-DITCH CHECKS	90	\$ 1.80	\$ 162.00		\$ -	\$ -		\$ 162.00
68	RMVL OF SILT FENCE/SILT FENCE-DITCH CHECK	3580	\$ 0.10	\$ 358.00		\$ -	\$ -		\$ 358.00
69	MAINT OF SILT FENCE/SILT FENCE-DITCH CHECK	3580	\$ 0.10	\$ 358.00		\$ -	\$ -		\$ 358.00
70	PERIMETER/SLOPE SEDIMENT CNTL DEVICE, 6"	4890	\$ 1.55	\$ 7,579.50	150.00	\$ 232.50	\$ 232.50		\$ 7,347.00
71	RMVL OF PERIMETER/SLOPE SEDIMENT CNTL DEV	4890	\$ 0.50	\$ 2,445.00		\$ -	\$ -		\$ 2,445.00
72	MOBILIZATIONS, EROSION CONTROL	4	\$ 500.00	\$ 2,000.00	1.00	\$ 600.00	\$ 600.00	3.4%	\$ 1,500.00
<b>Totals</b>				<b>\$2,037,877.63</b>		<b>\$68,446.05</b>	<b>\$68,446.05</b>	<b>3.4%</b>	<b>\$ 1,969,431.58</b>

# AIA Document G702™ – 1992

## Application and Certificate for Payment

TO OWNER: CITY OF GRIMES PROJECT: Grimes City Hall & Chamber APPLICATION NO: 2 Distribution to:  
 101 NE HARVEY 402 SE 2nd Street, Grimes, IA 50111 PERIOD TO: 6/30/2014 OWNER   
 Grimes, IA 50111 101 NE Harvey Street, Grimes, IA 50111 CONTRACT FOR: Interior remodel ARCHITECT   
 FROM CONTRACTOR: Koester Construction Company VIA ARCHITECT: CONTRACT DATE: 4/29/2014 CONTRACTOR   
 3050 SE Enterprise Dr., Ste. A PROJECT NOS: 14014 / / FIELD   
 Grimes, IA 50111-5055 OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 250,230.00  
 2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00  
 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 250,230.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 88,850.75  
 5. RETAINAGE:  
 a. 5.00 % of Completed Work (Columns D + E on G703) ..... \$ 4,442.54  
 b. % of Stored Material (Column F on G703) ..... \$  
 Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 4,442.54  
 6. TOTAL EARNED LESS RETAINAGE ..... \$ 84,408.21 (Line 4 minus Line 5 Total)  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 32,214.17 (Line 6 from prior Certificate)  
 8. CURRENT PAYMENT DUE ..... \$ 52,194.04  
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) ..... \$ 165,821.79

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

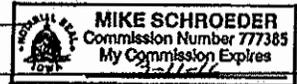
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Koester Construction Company, Inc

By: [Signature] Date: 7/3/14  
 State of: IOWA  
 County of: POLK

Subscribed and sworn to before me this 3rd day of July 2014

Notary Public: [Signature]  
 My commission expires:



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 52,194.04  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]  
 By: [Signature] Date: 07/03/2014

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ – 1992, Copyright © 1953, 1963, 1985, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

# AIA<sup>®</sup> Document G703<sup>™</sup> – 1992

## Continuation Sheet

AIA Document G702<sup>™</sup>-1992, Application and Certificate for Payment, or G732<sup>™</sup>-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are in US dollars.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2  
APPLICATION DATE: 6/30/2014  
PERIOD TO: 6/30/2014  
ARCHITECT'S PROJECT NO: 14014

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	General Conditions	30,805.00	6,500.00	4,500.00		11,000.00	35.71	19,805.00	550.00
02	Demolition and Sitework	9,765.00	4,500.00			4,500.00	46.08	5,265.00	225.00
03	Masonry	3,724.00	3,724.00			3,724.00	100.00		186.20
04	Carpentry	48,090.00	3,500.00	14,500.00		18,000.00	37.43	30,090.00	900.00
05	Insulation	3,020.00		2,800.00		2,800.00	92.72	220.00	140.00
06	Doors	25,321.00		2,000.00		2,000.00	7.90	23,321.00	100.00
07	Finishes	45,814.00	6,000.00	9,500.00		15,500.00	33.83	30,314.00	775.00
08	Specialties	1,261.00						1,261.00	
09	Mechanical	17,600.00		6,500.00		6,500.00	36.93	11,100.00	325.00
10	Electrical	46,200.00	3,500.00	12,500.00		16,000.00	33.20	32,200.00	800.00
11	Bond	4,625.00	4,625.00			4,625.00	100.00		231.25
12	Overhead and Profit	12,005.00	1,560.65	2,641.10		4,201.75	35.00	7,803.25	210.09
	<b>Totals GRAND TOTAL</b>	<b>250,230.00</b>	<b>33,909.65</b>	<b>54,941.10</b>		<b>88,850.75</b>	<b>35.51</b>	<b>161,379.25</b>	<b>4,442.54</b>

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703<sup>™</sup> – 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

1512-10/01-14



June 26, 2014

**Doug Saltsgaver**  
Engineering Resource Group, Inc.  
2413 Grand Avenue  
Des Moines, IA 50312

**Meadowlark Place 3-- Site Plan**  
Lot 2 Grimes Business Park Plat 2  
1250 SE 11th Street

The City of Grimes and FOX Engineering has completed the 2nd review of Meadowlark Place 3, dated June 24, 2014 and offer the following comments:

**Site Plan – General**

1. The Developer has agreed to move the fire department connections at the buildings so that they are not in front of parking stalls that may be occupied.

**Elevation/Arch. Plan**

2. Discussion is necessary for the aesthetic of the exterior of the proposed structures.
3. It is highly recommended that you bring detailed building materials and color schemes with you to P & Z.

**Post Construction Stormwater Requirements**

4. Please provide the City of Grimes Post-Construction Maintenance and Easement agreement when it becomes available.

**Stormwater Pollution Prevention Plan (SWPPP):**

5. FOX has yet to review the Stormwater Pollution Prevention Plan (SWPPP). Comments will be forthcoming under separate cover.
6. Please submit a City of Grimes Grading/Certification for Development form.

**SITE PLAN SUBMITTAL SCHEDULE:**

**PLANNING & ZONING:** July 1, 2014 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** July 8, 2014 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact John Gade or myself at (515) 233-0000.

FOX ENGINEERING ASSOCIATES, INC.

Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes  
Dave Sigler, City of Grimes  
Scott Clyce, City of Grimes



June 26, 2014

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

**Glenstone Meadows – Final Plat**  
FOX Ref No: 8630-03T.260

FOX Engineering with assistance from David Schneider, PLS, has completed the second review for Glenstone Meadows Final Plat. Please address the following comments:

1. Please prepare separate plat and dedication documents for any easements outside of the boundary of the subdivision as per Dave Schneider's comments.
2. 166.09.09, the following shall also be attached to and accompany the Final Plat:
  - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
  - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
  - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
  - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
  - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
  - f. Please send FOX (John Gade – [jgade@foxeng.com](mailto:jgade@foxeng.com)) and the City Attorney (Erik Fisk - [Fisk@whitfieldlaw.com](mailto:Fisk@whitfieldlaw.com)) a copy of all the proposed easement descriptions. Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method.
3. Please provide a performance bond or letter of credit for any uncompleted items. This includes any stabilization measures. The City Engineer shall review the cost estimates for all uncompleted items to verify the amount is appropriate.
4. Please provide a 4-year maintenance bond for all the pavement and utilities that will be dedicated to the city as part of the final plat procedure. The City Engineer shall review the cost estimates for all improvements to verify the bond amount.
5. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.

- 
6. Please submit record drawings of the Construction Plans. These drawings shall be completed within 30 days of the acceptance of the Final Plat. These drawings shall include all public improvements. A digital copy of the Final Plat and Record Drawings is also required.

**FINAL PLAT SCHEDULE:**

**PLANNING & ZONING:** July 1, 2014 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** July 8, 2014 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact John Gade or myself 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  
Erik Fisk, City Attorney



June 30, 2014

**Daniel Rittel**  
Engineering Resource Group  
2413 Grand Avenue  
Des Moines, IA 50312

**Bridge Creek Plat 5 – Final Plat**  
FOX Ref No: 8630-07A.235

FOX Engineering with assistance from David Schneider, PLS, has completed the first review for Bridge Creek Plat 5 Final Plat. Please address the following comments:

1. Please provide the appropriate documentation to the City Attorney in regard to the lot waiving the 1,000-foot separation from the wastewater treatment plant requirement (if the lot is within the 1,000-ft radius).
2. 166.09.09, the following shall also be attached to and accompany the Final Plat:
  - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
  - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
  - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
  - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
  - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
  - f. Please send FOX (John Gade – [jgade@foxeng.com](mailto:jgade@foxeng.com)) and the City Attorney (Erik Fisk - [Fisk@whitfieldlaw.com](mailto:Fisk@whitfieldlaw.com)) a copy of all the proposed easement descriptions. Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method.
3. Discussion is necessary as to the amount that is due for parkland dedication as per Grimes Code Section 159 for the approval of this development.
4. Please provide a performance bond or letter of credit for any uncompleted items. This includes any stabilization measures. The City Engineer shall review the cost estimates for all uncompleted items to verify the amount is appropriate.
5. Please provide a 4-year maintenance bond for all the pavement and utilities that will be dedicated to the city as part of the final plat procedure. The City Engineer shall review the cost estimates for all improvements to verify the bond amount.

- 
6. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.
  7. Please address all of Dave Schneider's comments (attached).
  8. Please submit record drawings of the Construction Plans. These drawings shall be completed within 30 days of the acceptance of the Final Plat. These drawings shall include all public improvements. A digital copy of the Final Plat and Record Drawings is also required.

**FINAL PLAT SCHEDULE:**

**PLANNING & ZONING:** July 1, 2014 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** July 8, 2014 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact John Gade or myself 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  
Erik Fisk, City Attorney  
John Gade, FOX Engineering

Attachments: Dave Schneider Review letter

**Schneider  
Land Surveying &  
Planning, Inc.**

P.O. Box 128  
Farley, Iowa 52046  
Phone: 563-744-3631  
Fax: 563-744-3629  
Email: daves@yousq.net

June 29, 2014

Fox Engineering, Inc.  
Attn: Mitch Holtz  
Suite 107  
414 South 17<sup>th</sup> Street  
Ames, Iowa 50010

RE: Bridge Creek Plat 5, City of Grimes, Polk County, Iowa  
(Fox Proj. No. 8630-07A.235)

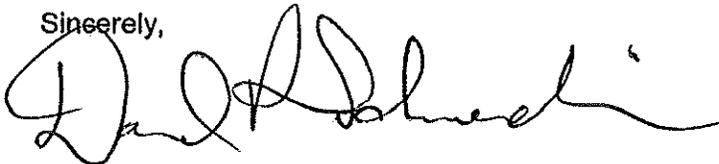
Dear Mr. Holtz,

I have reviewed the final plat of Bridge Creek Plat 5, City of Grimes, Polk County, Iowa. The following comments will need to be addressed and/or illustrated on the final plat to comply with the Administrative Code of Iowa and the City of Grimes Subdivision Regulations.

1. Make sure the chord bearings on the curve data table matches the description. Check C-1 and C-2.
2. Show a detail for curve C-5
3. Sign, seal and date the plat.

The plat looks good. If you have any questions, or would like to discuss my comments, please contact me at the address or phone numbers listed above.

Sincerely,



David P. Schneider PLS, PLA

# Grimes City Council

## Agenda Items

A. 28E Agreement for Funding of Emergency Management Administration (*agreement by and among Members of the Polk County Emergency Management commission for funding of Emergency Management Administration Agreement*)

Polk County Emergency Management (EMA) is funded by two sources. One is from applicable federal grants, the other funding source is a per capita amount applied to every Polk County community, based on the population as of 2010. The unincorporated areas are funded by Polk County, on a similar per capita basis.

The Mayor of each community serves as the city's representative on the commission, which governs the operations of the EMA, unless the mayor designates an individual to serve on the commission, as the city's representative. Fire Chief Jim Krohse serves as the city's representative on the commission.

The per capita funding rate, currently set at \$0.25 is established by a 28 E agreement, adopted by each community, and the county. This agreement is for a period of three years, and is due for renewal this year. Several grants have served in past years as a significant funding source, but some have been completely defunded, of late, and others have seen their funding dramatically reduced. To avoid going into a deficit during this next three year cycle, the Polk County EMA Commission has proposed a per capita increase to \$0.50 in the second and third year of this agreement. It is hoped that this will allow the commission to establish a reserve. The reserve would serve to fund the commission in the event of a full activation of the Emergency Operations Center. The funding amount for the City of Grimes would remain at \$2,058.00 for the first year of this agreement, and would increase to \$4,116.00 in the second and third years.

B. Resolution 06-2714 Adopting the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan (*a hazard mitigation plan is requires as a condition of future funding for FEMA*)

The Federal Government through the Disaster Mitigation Act of 2000 requires all jurisdictions to develop and maintain a Pre-disaster Mitigation Plan for their Community. Polk County has developed a Multi-Jurisdictional Local Hazard Mitigation Plan. for the entire county. To be valid, this plan must be renewed every five years. It is now due to be revised.

To prepare this revision, a Hazard Mitigation Steering Committee, made-up of representatives from emergency management, response agencies, disaster recovery, as well as others who have a keen interest in planning for our City's well being during times of disaster; have worked for several months to prepare this revision. John Gade, Joe McAreavy, and Jim Krohse provided input to the county for this revision.

By committing to this plan, the city will be eligible for future grants and federal assistance, pre and post disaster



**POLK COUNTY EMERGENCY MANAGEMENT AGENCY**

1907 CARPENTER AVENUE  
DES MOINES, IOWA 50314  
PH. (515) 286-2107 FAX (515) 323-5256  
EMAIL: [aj.mumm@polkcountyiowa.gov](mailto:aj.mumm@polkcountyiowa.gov)  
WEB SITE: [www.polkcountyiowa.gov](http://www.polkcountyiowa.gov)

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**A.J. MUMM, DIRECTOR**

June 12, 2014

Jim Krohse  
101 NE Harvey  
Grimes, Iowa 50111

RE : Amended 28E Agreement Renewal (2014)

Dear Chief Krohse:

On behalf of the Polk County Emergency Management Commission, I have enclosed the above referenced amended 28E Agreement Renewal for your jurisdiction's review and consideration. The concept of said agreement was originally presented and supported by the Metropolitan Advisory Council (MAC) and drafted based on discussions between the MAC leadership and the Commission in 2004. The agreement has been adopted and renewed by the Board of Supervisors and all the municipalities in Polk County in years 2005, 2008 and 2011.

The amended Agreement was unanimously approved for distribution and execution at a meeting of the Emergency Management Commission on May 28, 2014. I respectfully request that said 28E Agreement be placed on your respective City Council's or Board of Supervisor's agenda for consideration and adoption. A sample resolution is also enclosed for your consideration.

There are three substantive changes to this agreement from the previous version:

1. The term dates have been updated to reflect the next three fiscal years
2. The most recent federally certified population numbers have been updated
3. The assessed amount in years two and three of the agreement will be \$0.50

Should you have any questions concerning this agreement, please do not hesitate to contact me. Your support of this agreement is very much appreciated.

Sincerely,

  
A.J. Mumm

Enc: 28E Agreement for Funding of Emergency Management Administration (2014)  
28E Agreement Approval Resolution Sample

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**Proudly serving the communities of:**

Alleman - Altoona - Ankeny - Bondurant - Clive - Des Moines - Elkhardt - Grimes - Johnston - Mitchellville  
Pleasant Hill - Polk City - Polk County - Runnells - Urbandale - West Des Moines - Windsor Heights

**28E AGREEMENT  
MEMBERS OF THE POLK COUNTY EMERGENCY  
MANAGEMENT COMMISSION  
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

This Agreement by and among Members of the Polk County Emergency Management Commission for Funding of Emergency Management Administration ("Agreement") is entered into on the date last executed by the parties.

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission ("Commission") does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

It is hereby agreed by and among the members of the Commission as follows:

1. **28E Agreement.** This agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2013).
2. **No Entity.** No separate, legal or administrative entity is created by this Agreement. No real property will be acquired in the performance of this Agreement.
3. **Administration.** The Chairperson of the Commission, or the Chairperson's designee, shall administer performance of this Agreement.

4. **Term.** The term of this Agreement shall be three years from the effective date, and will specifically include assessments in budget years 2014/2015, 2015/2016, and 2016/2017.
5. **Termination.** This Agreement may be terminated at a regular meeting or at a special meeting called for such purpose, by an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1.
6. **Assessment.** For the first year of this Agreement, each Member shall fund Commission administration on the basis of a \$0.25 per capita annual allocation, according to the most recent certified federal census of Member populations. For the second and third years of this Agreement, each Member shall fund Commission administration on the basis of a \$0.50 per capita annual allocation, according to the most recent certified federal census of the Member populations. These populations and the corresponding annual allocations are presented on Attachment 1, which is incorporated herein. Annual assessments are due and payable in the office of the Commission July 31 of each year during the term of the Agreement, beginning July 31, 2014.
7. **Execution of Agreement.** Member governmental entities shall approve this Agreement by resolution or motion of their respective council or board, which shall authorize execution of the Agreement. The executed Agreement will then be filed in the offices of the Iowa Secretary of State and the Recorder of Polk County by Polk County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Polk County Recorder's Office and shall remain in effect unless terminated as provided herein. This is the entire Agreement among the parties and may be amended only upon an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1. The laws of the State of Iowa apply to this Agreement.

**ATTACHMENT 1**

**Polk County Emergency Management Commission  
Most Recent Certified Federal Census Populations<sup>1</sup>**

<b>Jurisdiction</b>	<b>Commission Population<sup>1</sup> In Polk County</b>	<b>\$0.25 Assessment Amount FY 14/15</b>	<b>\$0.50 Assessment Amount FY 15/16 and FY 16/17</b>
Alleman	432	\$108.00	\$216.00
Altoona	14,541	\$3,635.25	\$7,270.50
Ankeny	45,582	\$11,395.50	\$22,791.00
Bondurant	3,860	\$965.00	\$1,930.00
Carlisle (non-member)	87	0	0
Clive	10,730	\$2,682.50	\$5,365.00
Des Moines	203,419	\$50,854.75	\$101,709.50
Elkhart	683	\$170.75	\$341.50
Granger (non-member)	212	0	0
Grimes	8,232	\$2,058.00	\$4,116.00
Johnston	17,278	\$4,319.50	\$8,639.00
Mitchellville	2,228	\$557.00	\$1,114.00
Norwalk (non-member)	0	0	0
Pleasant Hill	8,785	\$2,196.25	\$4,392.50
Polk City	3,418	\$854.50	\$1,709.00
Polk County	27,527	\$6,881.75	\$13,763.50
Runnels	507	\$126.75	\$253.50
Sheldahl (non-member)	134	0	0
Urbandale	33,126	\$8,281.50	\$16,563.00
West Des Moines	44,999	\$11,249.75	\$22,499.50
Windsor Heights	4,860	\$1,215.00	\$2,430.00
Total Countywide	430,640	0	0
Total Commission	430,207	\$107,551.75	\$215,103.50

<sup>1</sup> Source: 2010 U.S. Census Bureau – Most recent federally-certified census.

**28E AGREEMENT  
MEMBERS OF THE POLK COUNTY EMERGENCY  
MANAGEMENT COMMISSION  
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

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Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission ("Commission") does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Rummells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

It is hereby agreed by and among the members of the Commission as follows:

1. **28E Agreement.** This agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2007).
2. **No Entity.** No separate, legal or administrative entity is created by this Agreement. No real property will be acquired in the performance of this Agreement.
3. **Administration.** The Chairperson of the Commission, or the Chairperson's designee, shall administer performance of this Agreement.

4. **Term.** The term of this Agreement shall be three years from the effective date, and will specifically include assessments in budget years ~~2008-2009, 2009-2010 and 2010-2011~~ 2014/2015, 2015/2016, and

2016/2017.

5. **Termination.** This Agreement may be terminated at a regular meeting or at a special meeting called for such purpose, by an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1.
6. **Assessment.** For each ~~the first~~ year of this Agreement, each Member shall fund Commission administration on the basis of a \$~~0.25~~ per capita annual allocation, according to the most recent certified federal census of Member populations. For the second and third years of this Agreement, each Member shall fund Commission administration on the basis of a \$0.50 per capita annual allocation, according to the most recent certified federal census of the Member populations. These populations and the corresponding \$~~0.25~~ per capita annual allocations are presented on Attachment 1, which is incorporated herein. Annual assessments are due and payable in the office of the Commission July 31 of each year during the term of the Agreement, beginning July 31, ~~2008~~ 2014.
7. **Execution of Agreement.** Member governmental entities shall approve this Agreement by resolution or motion of their respective council or board, which shall authorize execution of the Agreement. The executed Agreement will then be filed in the offices of the Iowa Secretary of State and the Recorder of Polk County by Polk County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Polk County Recorder's Office and shall remain in effect unless terminated as provided herein. This is the entire Agreement among the parties and may be amended only upon an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1. The laws of the State of Iowa apply to this Agreement.

**ATTACHMENT 1**

**Polk County Emergency Management Commission  
Most Recent Certified Federal Census Populations<sup>1</sup>**

<u>Jurisdiction</u>	<u>Commission Population<sup>1</sup> in Polk County</u>	<u>\$0.25 Assessment Amount FY 14/15</u>	<u>\$0.50 Assessment Amount FY 15/16 and FY 16/17</u>
Alleman	432	\$108.00	\$216.00
Altoona	14,541	\$3,635.25	\$7,270.50
Ankeny	45,582	\$11,395.50	\$22,791.00
Bondurant	3,860	\$965.00	\$1,930.00
Carlisle (non-member)	87	0	0
Clive	10,730	\$2,682.50	\$5,365.00
Des Moines	203,419	\$50,854.75	\$101,709.50
Elkhart	683	\$170.75	\$341.50
Granger (non-member)	212	0	0
Grimes	8,232	\$2,058.00	\$4,116.00
Johnston	17,278	\$4,319.50	\$8,639.00
Mitchellville	2,228	\$557.00	\$1,114.00
Norwalk (non-member)	0	0	0
Pleasant Hill	8,785	\$2,196.25	\$4,392.50
Polk City	3,418	\$854.50	\$1,709.00
Polk County	27,527	\$6,881.75	\$13,763.50
Runnells	507	\$126.75	\$253.50
Sheldahl (non-member)	134	0	0
Urbandale	33,126	\$8,281.50	\$16,563.00
West Des Moines	44,999	\$11,249.75	\$22,499.50
Windsor Heights	4,860	\$1,215.00	\$2,430.00
Total Countywide	430,640	0	0
Total Commission	430,207	\$107,551.75	\$215,103.50

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<u>Member Government</u>	<u>Certified</u>	<u>Census Year</u>	<u>Total Assessment *</u>
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<sup>1</sup> Source: 2010 U.S. Census Bureau – Most recent federally-certified census.

	Population <sup>3</sup>		
Atterman	439	2000	\$109.75
Attoona	13,301	2005	\$3,325.25
Ankeny	36,161	2005	\$9,040.25
Bondurant	2,951	2006	\$737.75
Clive	10,545	2006	\$2,636.25
Des Moines	198,682	2000	\$49,670.50
Elkhart	362	2000	\$90.50
Grimes	5,862	2004	\$1,465.50
Johnston	13,596	2005	\$3,399.00
Mitchellville	2,295	2005	\$573.75
Pleasant Hill	6,961	2005	\$1,740.25
Polk City	2,872	2005	\$718.00
Rummells	352	2000	\$88.00
Urbandale	32,697	2005	\$8,174.25
West Des Moines	44,093	2005	\$11,023.25
Windsor Heights	4,805	2000	\$1,201.25
Polk County (Unincorp)	25,856	2000	\$6,464.00
<b>Total</b>	<b>401,830</b>		<b>\$100,457.50</b>

<sup>3</sup> Population residing in Polk County

**28E AGREEMENT  
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

**Whereas**, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

**Whereas**, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission (“Commission”) does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

**Whereas**, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

**Whereas**, it is the intent and desire of the Polk County Emergency Management Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

**NOW, THEREFORE,**

**BE IT RESOLVED** that the City of Grimes has caused this Agreement to be executed on the day and year indicated below.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

## Rochelle Williams

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**From:** dlan@polkcountyiowa.gov  
**Sent:** Wednesday, June 18, 2014 3:13 PM  
**To:** dlan@polkcountyiowa.gov  
**Subject:** 2014 Mitigation Plan Completion - Adoption Request  
**Attachments:** Sample Resolution Mitigation Plan.docx

Partners:

We were recently notified by FEMA that the 2014 update to the countywide multi-hazard mitigation plan has been given conditional approval. What this means is that the plan has passed compliance reviews at the state and federal level and will be given final approval once the plan has been formally adopted by the participating jurisdictions.

Just a quick reminder that all mitigation projects require an approved and adopted mitigation plan in order to receive state and federal funding. We are asking all participating jurisdictions to place this item on your Council/Board agenda in the next few weeks in order to obtain final approval. A sample plan adoption resolution is attached for your consideration.

Here are the links to the finalized documents for each section of the plan. Due to file size, they are provided as Dropbox links for you to download. Please share accordingly within your organization and consider publishing in hard copy version or electronically on your jurisdiction's web site. As part of the planning process of public review and comment period was provided earlier this year.

<https://www.dropbox.com/s/3cqtcskihtli0q/0%20Executive%20Summary.pdf>  
<https://www.dropbox.com/s/rixh3x9ndqp1i4k/1 Intro%20and%20Planning%20Process.pdf>  
<https://www.dropbox.com/s/11ajejxx3vwdgzc/2 Profile%20and%20Capabilities.pdf>  
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<https://www.dropbox.com/s/sdhummk362szli4/5%20Plan%20Maintenance.pdf>  
<https://www.dropbox.com/s/i1f5qzhhb5hbsx0x/Appendix%20A%20References.pdf>  
<https://www.dropbox.com/s/zvatvb6fq1jj5lq/Appendix%20B%20Documentation%20of%20Planning%20Process.pdf>  
<https://www.dropbox.com/s/7j5eo3jgi85p53u/Appendix%20C%20Completed Deleted%20Mitigation%20Actions.pdf>  
<https://www.dropbox.com/s/ggtatj53b23jdf1/Appendix%20D%20Resolutions.pdf>

If you have any questions or need someone to attend the Council/Board meeting, please let us know. Thank you.

A.J. Mumm

For your awareness, here is the list of participating jurisdictions:

- County of Polk County
- City of Alleman

- City of Altoona
- City of Ankeny
- City of Bondurant
- City of Clive
- City of Des Moines
- City of Elkhart
- City of Grimes
- City of Johnston
- City of Mitchellville
- City of Pleasant Hill
- City of Polk City
- City of Runnells
- City of Urbandale
- City of West Des Moines
- City of Windsor Heights
- Des Moines Water Works
- Ankeny School District
- Bondurant-Farrar School District
- Dallas Center-Grimes School District
- Des Moines Independent School District
- Johnston School District
- North Polk School District
- Southeast Polk School District
- Urbandale School District
- West Des Moines School District

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Polk County Emergency Management Agency  
1907 Carpenter Avenue  
Des Moines, IA 50314  
515.286.2107

This message was sent to the following:  
City Clerks; City Managers/Administrators; Commission; Education - All; Elected Officials - Local; EMA  
Staff; ESF#14 - Mitigation All

## **Resolution #06-2714**

### **Adopting the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan**

**Whereas**, the City of Grimes seeking FEMA approval of hazard mitigation plan) recognizes the threat that natural hazards pose to people and property within our community; and

**Whereas**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**Whereas**, the U.S Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

**Whereas**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**Whereas**, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**Whereas**, the City of Grimes fully participated in the hazard mitigation planning process to prepare this Multi-Jurisdictional Local Hazard Mitigation Plan; and

**Whereas**, the Iowa Homeland Security and Emergency Management Division and the Federal Emergency Management Agency Region VII officials have reviewed the "Polk County Multi-Jurisdictional Local Hazard Mitigation Plan," and approved it contingent upon this official adoption of the participating governing body; and

**Whereas**, the City of Grimes desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan; and

**Whereas**, adoption by the governing body for the City of Grimes demonstrates the jurisdictions' commitment to fulfilling the mitigation goals outlined in this Multi-Jurisdictional Local Hazard Mitigation Plan

**Whereas**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

**Now, therefore, be it resolved**, that the City of Grimes adopts the "Polk County Multi-Jurisdictional Local Hazard Mitigation Plan" as an official plan; and

**Be it further resolved**, the City of Grimes will submit this Adoption Resolution to the Polk County Emergency Management Agency to enable the plan's final approval.

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

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

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