

1. Agenda

Documents:

[012621 CC AGENDA.PDF](#)

2. Meeting Materials

Documents:

[012621 CC PACKET.PDF](#)

Grimes City Council Agenda

Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Phone | 515.986.3036
www.grimesiowa.gov

Mayor | Scott Mikkelsen
City Council | Jill Altringer, Eric Johansen,
Andy Borcharding, David Gisch, Ryan Burger

Mission Statement

The mission of Grimes City Government is to provide excellent/exceptional city services and facilities in a financially responsible and community-friendly manner through a high performing city team that result in adding value to resident's lives.

Electronic Meeting as Provided Under Iowa Code, Chapter 21*

*Please note that this Grimes City Council Meeting will be an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting.

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

1. Internet- Meeting attendance may be obtained by "Join Zoom Meeting". Simply enter the following internet address and ID:

Topic: Grimes City Council January 26, 2021

Time: Jan 26, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/94066625877?pwd=TDFZTjByQlIRVGdudnRETHZjQk9mdz09>

Meeting ID: 94066625877

Passcode: 689254

2. By Phone

One tap mobile

+13017158592,,94066625877# US (Washington D.C) 13126266799,,94066625877#

+US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 940 6662 5877

Find your local number: <https://zoom.us/u/abQiVm2veI>

3. **Public Comment:** If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 4:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address or by using the RAISE HAND feature by zoom. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. If you are participating via phone, the raise and lower hand feature can be activated by using *9. After you are recognized, use *6 to unmute your audio. The Chat and Q&A functions will be turned off during the meeting. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.
4. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time.
5. **Hearing Assistance:** If you are hearing impaired, Grimes will provide a sign language communicator on the internet Zoom meeting video presentation upon request. Please contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov to request this service 24 hours in advance of the meeting.

For any additional assistance or questions in attending the meeting, please call 515-986-3036 Ext 1025 from 8 a.m. to 5 p.m., or contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR JANUARY 26, 2021 AT 5:30 PM AT GRIMES CITY HALL

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. Resolution 01-1521 Personnel Transactions
 - C. West Des Moines Water Works for the West Metro Group by Iowa Geological Survey
\$11,423.86
 - D. Resolution 01-0721 Setting a Public Hearing for Rezoning of Property at SE 19th and James Street for February
 - E. Resolution 01-1421 Approving Partial Release of Agreement to Complete – Lot 2, Hope Commercial Plat 2
 - F. Resolution 01-1721 Approving Partial Release of Zoning Change and Development Agreement Regarding Lot 2 of Hope Commercial Plat 2
 - G. Resolution 01-1021 Resolution Accepting the Hope Commercial Plat 1 McAninch Corporation
 - H. Resolution 01-1621 Agreement for Cooperative Public Service Between Polk County, Iowa and the Central Iowa Watershed Management Authorities for the funding of a Watershed Coordinator Position
 - I. Professional Services:

- a. Pay Request #21 Lee Chamberlin Consultant Engineers, Inc for the City of Grimes GIS Program \$12,204.50
- b. Pay Request #13 Lee Chamberlin Consultant Engineers, Inc for the SE Trailridge Road & SE Little Beaver Drive Culvert Improvements \$4,692.50
- c. Pay Request #2 Foth Infrastructure & Environment, LLC for the James Street Corridor Study N 27th Street to S 37th Street \$22,776.32
- d. Pay Request #5 Foth Infrastructure & Environment, LLC S James Street and SE 6th Street Intersection Improvements \$555.98
- e. Pay Request #10 Civil Design Advantage for Concept Planning – WRA Sanitary Sewer Connection \$1,030.00
- f. Allender Butzke Engineers Inc. for Special Inspections for Grimes RO at the Water Treatment Plant \$751.20
- g. Whitfield and Eddy Law – legal fees \$13,920.00
- J. Alcohol License Renewal
 - a. Pour Choices 1895 SE Grimes Blvd (Class C Liquor License LC Commercial)
 - b. Yesway Store #1037 – 1905 SE 37th Street (Class E Liquor License LC)
- K. Proclamation – Wear Red Day – Remember Everyone Deployed T-Shirts
- L. Finance Report
- M. Claims Report

PUBLIC FORUM

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

PUBLIC AND COUNCIL AGENDA ITEMS

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

- A. Northwest Territory Lift Station and Force Main
 - a. Public Hearing on the Proposed Contraction Documents for the Northwest Territory Lift Station and Force Main
 - b. Resolution 01-2021 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Northwest Territory Lift Station and Force Main
 - c. Resolution 01-1921 Making Award of Construction Contract for the Northwest Territory Lift Station and Force Main to On Track Construction, LLC of Nevada Iowa in the amount of \$1,652,201.00
 - d. Resolution 01-1821 Approving Construction Contract and Bond for the Northwest Territory Lift Station and Force Main
 - e. Resolution 01-0621 Accepting Easement for the Northwest Territory Lift Station

COUNCIL DISCUSSIONS

- 1. Mayor’s Report
- 2. City Staff’s Report
 - a. Presentation of Development Services Annual Report
- 3. Council Reports

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday January 12, 2021

*Please note that this City Council Meeting was held as an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in-person meeting.

This special meeting of the Grimes City Council was called to order by electronic meeting/Zoom on Tuesday January 12, 2021 at 5:30 P.M. Mayor Mikkelsen stated the meeting was being held electronically as provided under Iowa Code, Chapter 21.8 due to the national health emergency that makes it impossible or impractical for an in-person meeting. The Pledge of Allegiance was led by Mayor Mikkelsen.

Roll Call: Present: Mayor Scott Mikkelsen Council Members David Gisch, Andrew Borcharding, Jill Altringer, Eric Johansen, Ryan Burger

AGENDA ITEMS

Approval of the Agenda

Mayor Mikkelsen asked for approval of the agenda.

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

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

CONSENT AGENDA

Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)

A. Minutes from previous meetings December 15, 2020 and December 29, 2020 B. Raftelis - \$7,182.50 – Wholesale Water Rate Analysis C. Resolution 01-0221 Personnel Transactions D. Finance Report for November 2020 E. Resolution 01-0321 On Call Electrical Services F. Martens & Company, CPA, LLP – Services for City Audit \$20,000.00 G. Consent for Improvements: a. Resolution 01-0121 Consent for Improvements Grimes Crossing Plat 1 Lot 10 – 908 SE 6th Street b. Resolution 01-1220 Consent for Improvements Autumn Park Plat 4 Lot 4 – 1005 NW 7th Court c. Resolution 01-1320 Consent for Improvements Beaverbrooke West Plat Nine Lot 69 – 1208 NE Sunset Lane H. Zero Turn Mower from Van Wall Equipment \$10,451.21 I. Hutchinson Salt Company, Inc \$34,844.07 J. Z-Spray Chemical Application Sprayer Waukee Power Equipment \$11,803.61 K. Approval to Remove Tree at Waterworks Park L. 4 (Four) V- Plows from Hawkeye Truck Equipment \$29,884.00 M. Stetson Building Products – bulk crack seal material \$24,804.00 N. Alcohol License Renewals: a. Mustang Grill 213 SE Main Street Class C Liquor License b. Pancheros Mexican Grill 2250 East 1st Street Class B Beer (BB) includes wine coolers c. Quik Trip Corp 1900 SE 37th Street Class E Liquor License (LE) O. City of Johnston – fire department salaries July-December \$85,229.30 P. Wulfekuhle Injection and Pumping \$98,265.00 Q. Lyle Sumek Association, Inc – \$21,115.56 R. Resolution 01-0521 Setting a Public Hearing for February 23, 2021 at 5:30 pm for the 2018 Building and Fire Code Adoption S. Resolution 01-0421 Accepting a Request to Utilize 2018 Building Codes Prior to Adoption T. Project Payments: a. Iowa Department of Transportation – City Portion of 2017 Department of Transportation Hwy 141 Widening \$13,975.65 b. Meston Brothers Irrigation North Sports Complex Sanitary Sewer Extension \$11,507.00 c. Payment #15 Concrete Technologies Inc for SW County Line Road Improvements \$71,579.16 d. Hope Commercial Plat 1 1. Pay Request #13 (Final) McAninch Corporation Hope Commercial Plat 1 \$41,038.34 2. Pay Request #14 (Retainage to be release at 30 days) McAninch Corporation \$173,062.53 3. Certificate of

Completion Hope Commercial Plat 1 4. Resolution 01-1021 Accepting the Hope Commercial Plat 1 Project e. Pay Request #15 CB&I New 1.5 MG Elevated Storage Tank \$177,171.20 f. Pay Request #13 Shank Constructors, Inc RO Water Treatment Plant Phase 1 \$1,168,367.00 g. Pay Request #2 to Vanderpool Construction for the North Sports Complex Sanitary Sewer Extension \$40,382.36 (approved on December 22, 2020 claims) h. Pay Request#2 to Vanderpool Construction for the North Pointe Storm Sewer Extension \$6,854.25 (approved on December 22, 2020 claims) i. Pay Request #4 McClure Engineering Company Water System Study \$25,807.34 j. Pay Request #13 McClure Engineering Company New 1.5 MG Elevated Storage Tower Construction Phase \$8,201.00 U. Professional Services a. Pay Request #9 Civil Design Advantage – Concept Planning – WRA Sewer Connection \$371.25 (approved on December 22, 2020 claims) b. Pay Request #2 HR Green, Inc – Pavement Management Study \$3,858.60 (approved on December 22, 2020 claims) c. Pay Request #6 MSA Professional Services, Inc – North Pointe Storm Sewer Extension \$1,356.60 (approved on December 22, 2020 claims) d. Pay Request #6 MSA Professional Services, Inc – North Sports Complex Sanitary Sewer Extension \$1,748.70 (approved on December 22, 2020 claims) e. Pay Request #7 Veenstra & Kimm, Inc – Northwest Territory Lift Station and Forced Main Project \$4,495.00 (approved on December 22, 2020 claims) f. Pay Request #24 Veenstra & Kimm, Inc – WRA Connector \$11,743.35 (approved on December 22, 2020 claims) g. Pay Request #25 Veenstra & Kimm, Inc – WRA Connector \$5,444.50 h. Pay Request #8 Veenstra & Kimm, Inc – Northwest Territory Lift Station and Forced Main \$34,960.60 i. Allender Butzke – Grimes RO Water Treatment Plant \$3,517.10 j. Allender Butzke – Grimes 1.5 MG Water Tower \$357.40 k. Pay Request #14 Bolton & Menk Hope Commercial Plat Public Improvement Construction Service \$5,430.50 l. Pay Request #2 Bolton & Menk Hwy 44 Corridor Study \$1,690.00 m. Pay Request #12 Bolton & Menk Hwy 44 & SW County Line Road Intersection \$4,537.00 n. Pay Request #15 Bolton & Menk SW County Line Road Improvement Construction Services \$8,404.00 o. Pay Request #3 HR Green Pavement Management Study \$1,888.00 p. Pay Request #3 Vanderpool Construction North Pointe Storm Sewer Extension \$1,710.00 q. Pay Request #3 Vanderpool Construction North Sports Complex Sanitary Sewer Extension \$1,900.00 r. Pay Request #14 McClure Engineering Company Reverse Osmosis Water Treatment Plant – Phase 1 \$153,484.26 V. Change Order: a. Change Order #1 Vanderpool Construction for the North Sports Complex Sanitary Sewer Extension increasing contract \$10,739.75 (approved on December 22, 2020 claims) b. Change Order #2 Concrete Technologies SW County Line Road Improvements decreasing contract \$92,197.93 c. Change Order #6 McAninch Corporation Hope Commercial Plat 1 decreasing contract \$35,828.95 d. Change Order 2 Shank Construction RO Water Treatment Plant increasing contract \$71,894.00 e. Change Order #1 CB&I, LLC New 1.5 MG Elevated Water Storage Tank increasing contract \$10,030.00 W. Resolution 01-0821 Contract for Professional Services with Snyder & Associates for Traffic Impact Study of New Hope Commercial Development X. Resolution 01-0921 Contract for Professional Services with HR Green, Inc for Local Watershed Study Y. A Resolution 01-1121 Authorizing the City of Grimes to Submit an Application for funding from the Federal Surface Transportation Block Grant Program (STBG) to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the construction of a portion of South James Street and further approving the application which obligates the City of Grimes to matching funds for the Construction of said project. Z. Claims previously approved dated December 22, 2020 in the amount of \$1,329,329.69 and January 12, 2021 \$2,735,559.41

Moved by Altringer, Second by Gisch, to approve the Consent Agenda.

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

PUBLIC FORUM

“People wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may

address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

PUBLIC AND COUNCIL AGENDA ITEMS

A. Presentation from Martens & Company of City Audit 2019-2020

Marvin Berger, CPA Martins & Company 4949 Pleasant St. West Des Moines addressed the Council to summarize the fiscal 2019-2020 Audit. Berger noted that there was an increase in cash balances of 8.7 million from the previous audit. Mayor Mikkelsen thanked Berger and team at Martins & Company for accomplishing another positive audit.

B. Graystone Office Site Plan Approval

Development Services Director Alex Pfaltzgraff addressed the Council on behalf of Troy Bushnell, owner of Graystone Co. LLC. Pfaltzgraff stated the applicant is requesting approval of the site plan amendment for a 2,200 square foot office and retail building located at 101 SE Main Street. He said the property is located within the C-2 zoning district and is not located within an overlay district. Pfaltzgraff noted that the original intent was to add on to the former fuel station on that site, however, once work began, it was determined that the existing building was not going to be able to be reused. Pfaltzgraff said the owner intends to operate his home building business in the north portion and a tenant in the south office space. He stated the façade would be primarily brick, and cement siding, windows, decorative lighting and awnings. Pfaltzgraff said staff would recommend approval of the site plan subject to any remaining staff comments. Mayor Mikkelsen said this is going to be a great addition on a very visible thoroughfare. He added that it is great to have a local builder establish an office and lease space in that area. Mayor Mikkelsen thanked Troy Bushnell and his team for taking this site, which had been an important business in the community for so many years, and bringing in such an exciting project for the community.

Moved by Johansen, Second by Altringer, to approve the Graystone Office Site Plan.

Roll Call: Ayes: Nays: Motion Passes: 5 to 0.

1. Mayor's Report-

Mayor Mikkelsen announced a number of Council Liaison and appointments to various boards for the 2021 year as follows: Mayor Mikkelsen said for Planning and Zoning, he wanted to re-appoint Courtney Strutt-Todd with Council Member Andrew Borcharding remaining the Liaison. James Abens and April Heitland are to be re-appointed to the Park and Recreation Board with Council Member Ryan Burger as Liaison. Greg Hayes to be re-appointed to the Tree Board; Ann Haugland to be re-appointed to the Library Board of Trustees. Council Member David Gisch will continue with the Metro Waste Authority Board. Council Member Altringer will continue as representative for BRAVO. Chief Clark and Ron Schipper, respectively, will serve on Polk County Emergency Management, Dallas County Emergency Management Commission, the Dallas County E-911, and Polk County E-911 boards. Council Member Ryan Burger will be Primary, and Council Member David Gisch Alternate for the Economic Development Board Liaison. Council Member Eric Johansen will serve on the Metro Advisory Committee. For the Des Moines Area MPO representatives for 2021, Mayor Scott Mikkelsen will be Primary, and Administrator Anderson as Alternate; Matt Ahrens will be the MPO TTC Primary Representative and Council Member Jill Altringer will serve as the Primary for the DART Task Force. Motion by Johansen, second by Gisch to affirm all of the appointments as noted.

Roll Call: Ayes: Nays: Motion Passes: 5 to 0.

2. City Staff's Report –

City Administrator Anderson thanked the Public Works department for all their efforts with the snow removal during the snow storms over the holidays.

3. Council Reports-

Council Member Gisch stated that there has been an issue with the Compost It program and the rates for the partners in that program. Gisch said the Metro Waste Board is working to internalize any rate adjustments to avoid increases to consumers. Gisch also noted they are working on aligning all the waste, recycling and compost contracts for greater efficiencies.

Council Member Johansen reminded residents and Council Members to utilize the City Library during COVID.

Council Member Altringer stated that as the DART Liaison, they had their initial meeting to discuss better service options for our community. Council Member Burger noted that he had met with the new liaison for Polk County Sheriffs, and relations are continuing smoothly.

ADJOURN

Moved by Altringer, Second by Johansen, to adjourn the meeting at 5:58 P.M.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

Resolution #01-1521 “A Resolution Approving Personnel Transactions”

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

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

Section 1. Pursuant to a duly authorized job description and wage range and after appropriate application, screening, selection, and interviews, Mark Schulz was hired as the Parks & Recreation Recreation Coordinator, at a rate of \$23.00/hour.

Section 2. All new hires are subject to a standard probationary period that shall be no less than six months but may be extended for a longer period as determined by the City Administrator.

PASSED AND APPROVED this 26th day of January, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of January 26, 2021

AGENDA HEADING: Proportional Payment to West Des Moines Water Works for the Western Regional Water Study.

SYNOPSIS: The City of Grimes participated in the Western Regional Water Study with other public agencies on the western side of the metro. The lead agency in this endeavor was West Des Moines Water Works, which contracted the services of McClure Engineering to perform the engineering work for the study. The City of Grimes is obligated to a proportional payment to West Des Moines Water Works for contracting with McClure Engineering.

FISCAL IMPACT:

The City of Grimes is obligated to the proportional payment amount of \$11,423.86 to West Des Moines Water Works. The funding source for this payment will be out of water.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the proportional payment.

**West Des Moines Water Works**

(515) 222-3510

1505 Railroad Ave

West Des Moines, IA 50265

RECEIVED

JAN 11 2021

BY:

600-810-6490

Number:

IN039491

Page:

1

Date:

12/31/2020

Sold To: City of Grimes
101 NE Harvey St
Grimes, Iowa 50111

Reference - P.O. No.	Customer No.	Ship Via	Terms Code
	CIT070		NET30

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
MISC	West Metro Regional Drinking Water Stu- McClure 125318	1.00000	EA	2,952.770000	2,952.77 ✓
MISC	West Metro Regional Drinking Water Stu- McClure 130271	1.00000	EA	175.050000	175.05 ✓
MISC	West Metro Regional Drinking Water Stu- McClure 125955	1.00000	EA	2,481.830000	2,481.83 ✓
MISC	West Metro Regional Drinking Water Stu- University of Iowa 01-1906060001	1.00000	EA	958.810000	958.81 ✓
MISC	West Metro Regional Drinking Water Stu- McClure 125150	1.00000	EA	1,208.210000	1,208.21 ✓
MISC	West Metro Regional Drinking Water Stu- McClure 126505	1.00000	EA	1,835.370000	1,835.37 ✓
MISC	West Metro Regional Drinking Water Stu- McClure 129368	1.00000	EA	291.760000	291.76 ✓
MISC	West Metro Regional Drinking Water Stu- McClure 129874	1.00000	EA	350.110000	350.11 ✓
MISC	West Metro Regional Drinking Water Stu- McClure 126819	1.00000	EA	1,169.950000	1,169.95 ✓

Comments: West Metro Regional Drinking Water Study

Remit To:

West Des Moines Water Works
1505 Railroad Ave
West Des Moines, IA 50265

Subtotal before taxes	11,423.86
Total taxes	0.00
Total amount	11,423.86
Payment received	0.00
Amount due	11,423.86

Invoice



1360 NW 121st Street
Clive, IA 50325

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, IA 50265

August 31, 2019
Project No: 0000190358-000
Invoice No: 125318
Due Date: September 30, 2019

Project 0000190358-000 West Metro Regional Drinking Water-Desktop Evaluation & Feasibility Study
Professional Services from July 28, 2019 to August 31, 2019

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Inventory	6,390.00	100.00	6,390.00	5,112.00	1,278.00
Water Demands	4,270.00	100.00	4,270.00	3,416.00	854.00
Raw Water Supply Strategy	16,840.00	85.00	14,314.00	1,684.00	12,630.00
Water Treatment Strategy	16,970.00	85.00	14,424.50	1,697.00	12,727.50
Water Distributions Strategy	22,350.00	20.00	4,470.00	0.00	4,470.00
Financial Feasibility	17,180.00	0.00	0.00	0.00	0.00
Rural Water Territorial Strategy	11,015.00	0.00	0.00	0.00	0.00
Deliverables Presentations	13,570.00	0.00	0.00	0.00	0.00
Meetings	10,020.00	33.3333	3,340.00	1,670.00	1,670.00
Misc:	4,700.00	25.00	1,175.00	470.00	705.00
Printing/Copies/Materials					
Total Fee	123,305.00		48,383.50	14,049.00	34,334.50
Total Fee					34,334.50
Total Due this Invoice					\$34,334.50

REQUEST FOR PAY	
Vendor #1	MCC
BUR	117050-091
	34,334.50
Re	AM 9-9-19
At	WEST METRO

Adel 2.96% 1016.30
Grimes 8.60% 2952.77 ✓
Urbandale 29.43% 10,104.64
Van Meter .76% 260.94
Waukee 13.94% 4784.23

* TO BE REIMBURSED PARTIALLY



1360 NW 121st Street
Clive, IA 50325

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, IA 50265

August 31, 2020
Project No: 0000190358-000
Invoice No: 130271
Due Date: September 30, 2020

Project 0000190358-000 West Metro Regional Drinking Water-Desktop Evaluation & Feasibility Study
Professional Services from July 26, 2020 to August 29, 2020

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Inventory	6,390.00	100.00	6,390.00	6,390.00	0.00
Water Demands	4,270.00	100.00	4,270.00	4,270.00	0.00
Raw Water Supply Strategy	16,840.00	100.00	16,840.00	16,840.00	0.00
Water Treatment Strategy	16,970.00	100.00	16,970.00	16,970.00	0.00
Water Distributions Strategy	22,350.00	100.00	22,350.00	22,350.00	0.00
Financial Feasibility	17,180.00	100.00	17,180.00	17,180.00	0.00
Rural Water Territorial Strategy	11,015.00	100.00	11,015.00	11,015.00	0.00
Deliverables Presentations	13,570.00	95.00	12,891.50	10,856.00	2,035.50
Meetings	10,020.00	100.00	10,020.00	10,020.00	0.00
Misc: Printing/Copies/Materials	4,700.00	80.00	3,760.00	3,760.00	0.00
Total Fee	123,305.00		121,686.50	119,651.00	2,035.50
Total Fee					2,035.50
Total Due this Invoice					\$2,035.50

Adel 2.96% 60.25 ✓
Grimes 8.60% 175.05 ✓
Urbandale 29.43% 599.05
Van Meter 76% 15.47
Waukee 13.94% 283.75

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



1360 NW 121st Street
Clive, IA 50325

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, IA 50265

September 30, 2019
Project No: 0000190358-000
Invoice No: 125955
Due Date: October 30, 2019

Project 0000190358-000 West Metro Regional Drinking Water-Desktop Evaluation & Feasibility Study
Professional Services from September 1, 2019 to September 28, 2019

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Inventory	6,390.00	100.00	6,390.00	6,390.00	0.00
Water Demands	4,270.00	100.00	4,270.00	4,270.00	0.00
Raw Water Supply Strategy	16,840.00	100.00	16,840.00	14,314.00	2,526.00
Water Treatment Strategy	16,970.00	100.00	16,970.00	14,424.50	2,545.50
Water Distributions Strategy	22,350.00	90.00	20,115.00	4,470.00	15,645.00
Financial Feasibility	17,180.00	25.00	4,295.00	0.00	4,295.00
Rural Water Territorial Strategy	11,015.00	0.00	0.00	0.00	0.00
Deliverables / Presentations	13,570.00	0.00	0.00	0.00	0.00
Meetings	10,020.00	60.00	6,012.00	3,340.00	2,672.00
Misc: Printing/Copies/Materials	4,700.00	50.00	2,350.00	1,175.00	1,175.00
Total Fee	123,305.00		77,242.00	48,383.50	28,858.50
Total Fee					28,858.50
				Total Due this Invoice	\$28,858.50

REQUEST FOR PAY	
Vendor #	MCC010
PO #	171
Budget Code	17050-091
Amount	28858.50
Rec'd By/Date	1
Approval/Date	CM 1/16/11/19
Description	

Adel 2.96% 854.2
Grimes 8.60% 2481.8
Urbandale 29.43% 8413.0
Van Meter 76% 2193
Waukee 13.94% 4022.87

**GRANT ACCOUNTING**118 S. Clinton Street
Iowa City, Iowa 52242Invoice Date: December 11, 2019
Payment Due: January 10, 2020INVOICE #: 01-1906060001
SPONSOR: West Des Moines, Iowa (City of)
AWARD/CONTRACT #:
SEQ #: 1821300
U. OF IOWA P.I.: John M Gannon
AGREEMENT AMOUNT: \$11,149.00
AGREEMENT PERIOD: 10/14/2019 - 11/30/2019
U. OF IOWA REF. #: 19060600-01
UI CREDIT REF #: 500 46 4593 19060600-01 30To: West Des Moines, Iowa (City of)
Attn: Christina Murphy, PE
1505 Railroad Avenue
West Des Moines IA 50265

DESCRIPTION	AMOUNT	CUMULATIVE
Project Title: Preliminary Assessment of Long Term ASR Production in the West Metro Delineated Area		
Fees(s): Due upon completion	11,149.00	11,149.00
Total Cumulative:		11,149.00

11,149.00

Vouchers Billed

0.00

Total amount due**11,149.00****11,149.00****Payment by ACH or EFT:**

Ref Id: 01-1906060001

US Bank ACH Instructions:

Bank Name: US Bank

222-2nd Ave. SE

Cedar Rapids, IA 52401

Dan Sullivan, Contact Representative

Telephone: 319-368-4217

Account Name: State University of Iowa

ABA: 073000545

Account Number: 196490065170

Remittance Advice to:gao-payment-remit@uiowa.edu

Adel 2.96% 330.01
Grimes 8.6% 958.81 ✓
Urbandale 29.43% 3281.15
Van Meter 1.76% 84.73
Waukee 13.94% 1554.17

I certify that, to the best of my knowledge, all expenditures reported or payments requested are appropriate and in accordance with the agreement set forth in the application and award documents.

Adrienne Tippet, Grant
Accounting Office
2019.12.11 10:25:15 -06'00'

Prepared By: Adrienne Tippet, Invoicing Specialist

(319) 335-1633

adrienne-tippet@uiowa.edu

Accountant: Brett Crouse, Grant Accountant V

(319) 335-0650

brett-crouse@uiowa.edu

TO ENSURE PROPER CREDIT, PLEASE RETURN COPY OF INVOICE WITH PAYMENT

Pat Mullenbach

From: Christina Murphy
Sent: Wednesday, December 30, 2020 11:57 AM
To: Pat Mullenbach
Subject: FW: Additional Costs for West Metro ASR Study with Iowa Geological Survey
Attachments: Proposal_WestDesMoines_McClure.pdf

Original request for supplemental study.



Christina A. Murphy, PE | General Manager

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, Iowa 50265

christina.murphy@wdmww.com
515.222.3510 – Office

From: Christina Murphy
Sent: Tuesday, September 24, 2019 8:28 AM
To: 'Tim Moerman' <tmoerman@waukee.org>; rkoester@waukee.org; troyer@waukee.org; Anthony Brown <abrown@adeliowa.org>; koverton@adeliowa.org; kmichel@vanmeteria.gov; dacheson@urbandalewater.org; Jake Anderson <janderson@grimesiowa.gov>; mahrens@grimesiowa.gov
Cc: Derick Anderson (dAnderson@mecresults.com) <dAnderson@mecresults.com>; gBrons@mecresults.com
Subject: Additional Costs for West Metro ASR Study with Iowa Geological Survey

Good morning,

As we discussed at our meeting last week, I am looking to confirm support for the study to be done for the West Metro Group by Iowa Geological Survey. I have attached the proposal which was handed out last week.

The total cost of the study is \$11,149.00

Utilizing the same breakdown as the contract with McClure, the cities would be responsible for the additional costs that will be billed at the conclusion of the study along with your respective share for the McClure Contract.

Adel (2.96%) - \$330.01
Grimes (8.6%) - \$958.81
Urbandale Water Works (29.43%) - \$3,281.15
Van Meter (0.76%) - \$84.73
Waukee (13.94%) - \$1,554.17
West Des Moines Water Works (44.3%) - \$4,940.13

Please email me confirming your respective cities willingness to participate in the study ideally by this Friday, if possible.

Please call with any questions.

Thanks,
Christina



Christina A. Murphy, PE | General Manager

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, Iowa 50265

christina.murphy@wdmww.com
515.222.3510 – Office



1360 NW 121st Street
Clive, IA 50325

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, IA 50265

July 31, 2019
Project No: 0000190358-000
Invoice No: 125150
Due Date: August 30, 2019

Project 0000190358-000 West Metro Regional Drinking Water-Desktop Evaluation & Feasibility Study
Professional Services from June 23, 2019 to July 27, 2019

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Inventory	6,390.00	80.00	5,112.00	0.00	5,112.00
Water Demands	4,270.00	80.00	3,416.00	0.00	3,416.00
Raw Water Supply Strategy	16,840.00	10.00	1,684.00	0.00	1,684.00
Water Treatment Strategy	16,970.00	10.00	1,697.00	0.00	1,697.00
Water Distributions Strategy	22,350.00	0.00	0.00	0.00	0.00
Financial Feasibility	17,180.00	0.00	0.00	0.00	0.00
Rural Water Territorial Strategy	11,015.00	0.00	0.00	0.00	0.00
Deliverables / Presentations	13,570.00	0.00	0.00	0.00	0.00
Meetings	10,020.00	16.6667	1,670.00	0.00	1,670.00
Misc:	4,700.00	10.00	470.00	0.00	470.00
Printing/Copies/Materials					
Total Fee	123,305.00		14,049.00	0.00	14,049.00
			Total Fee		14,049.00
			Total Due this Invoice		\$14,049.00

POSTED/ENTER

REQUEST FOR PAY	
Vendor #	MCCO10
PO#	171
Budget Code	17050-091
Amount	14,049.00
Rec'd By/Date	CAM 10/12/19
Approved/Date	CAM 10/12/19
Description	West Metro Regional Water Study

Adel 2.96% 415.85
Grimes 8.60% 1208.21 ✓
Urbandale 29.43% 4134.62
Van Meter 7.6% 106.77
Waukee 13.94% 1958.43



1360 NW 121st Street
Clive, IA 50325

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, IA 50265

October 31, 2019
Project No: 0000190358-000
Invoice No: 126505
Due Date: November 30, 2019

Project 0000190358-000 West Metro Regional Drinking Water-Desktop Evaluation & Feasibility Study
Professional Services from September 29, 2019 to October 26, 2019

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Inventory	6,390.00	100.00	6,390.00	6,390.00	0.00
Water Demands	4,270.00	100.00	4,270.00	4,270.00	0.00
Raw Water Supply Strategy	16,840.00	100.00	16,840.00	16,840.00	0.00
Water Treatment Strategy	16,970.00	100.00	16,970.00	16,970.00	0.00
Water Distributions Strategy	22,350.00	100.00	22,350.00	20,115.00	2,235.00
Financial Feasibility	17,180.00	90.00	15,462.00	4,295.00	11,167.00
Rural Water Territorial Strategy	11,015.00	30.00	3,304.50	0.00	3,304.50
Deliverables / Presentations	13,570.00	10.00	1,357.00	0.00	1,357.00
Meetings	10,020.00	83.333	8,349.97	6,012.00	2,337.97
Misc: Printing/Copies/Materials	4,700.00	70.00	3,290.00	2,350.00	940.00
Total Fee	123,305.00		98,583.47	77,242.00	21,341.47
Total Fee					21,341.47
Total Due this Invoice					\$21,341.47

Adel 2.96% 631.71
Grimes 8.60% 1835.37
Urbandale 29.43% 6250.79
Van Meter 76% 16220
Waukee 13.94% 2975



REQUEST FOR PAY	
Vendor #	MCC010
PO #	171
Budget Code	17050-091
Amount	21341.47
Rec'd By/Date	AM 11-11-19
Approval/Date	AM 11-11-19
Description	



1360 NW 121st Street
Clive, IA 50325

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, IA 50265

May 31, 2020
Project No: 0000190358-000
Invoice No: 129368
Due Date: June 30, 2020

Project 0000190358-000 West Metro Regional Drinking Water-Desktop Evaluation & Feasibility Study
Professional Services from April 26, 2020 to May 30, 2020

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Inventory	6,390.00	100.00	6,390.00	6,390.00	0.00
Water Demands	4,270.00	100.00	4,270.00	4,270.00	0.00
Raw Water Supply Strategy	16,840.00	100.00	16,840.00	16,840.00	0.00
Water Treatment Strategy	16,970.00	100.00	16,970.00	16,970.00	0.00
Water Distributions Strategy	22,350.00	100.00	22,350.00	22,350.00	0.00
Financial Feasibility	17,180.00	100.00	17,180.00	17,180.00	0.00
Rural Water Territorial Strategy	11,015.00	100.00	11,015.00	11,015.00	0.00
Deliverables Presentations	13,570.00	50.00	6,785.00	3,392.50	3,392.50
Meetings	10,020.00	100.00	10,020.00	10,020.00	0.00
Misc: Printing/Copies/Materials	4,700.00	80.00	3,760.00	3,760.00	0.00
Total Fee	123,305.00		115,580.00	112,187.50	3,392.50
Total Fee					3,392.50
Total Due this Invoice					\$3,392.50

Add 2.96% 100.42
 Grimes 8.60% 291.76 ✓
 Urbandale 29.43% 998.41
 Van Meter .76% 25.78
 Waukee 13.94%
 472.91

POSTED

REQUEST FOR PAY	
Vendor #	MCC010
PO #	171
Budget Code	17050-091
Amount	3392.50
Rec'd By/Date	DML 10/17/2020
Approved/Date	/
Description	



1360 NW 121st Street
Clive, IA 50325

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, IA 50265

July 31, 2020
Project No: 0000190358-000
Invoice No: 129874
Due Date: August 30, 2020

Project 0000190358-000 West Metro Regional Drinking Water-Desktop Evaluation & Feasibility Study
Professional Services from June 28, 2020 to July 25, 2020

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Inventory	6,390.00	100.00	6,390.00	6,390.00	0.00
Water Demands	4,270.00	100.00	4,270.00	4,270.00	0.00
Raw Water Supply Strategy	16,840.00	100.00	16,840.00	16,840.00	0.00
Water Treatment Strategy	16,970.00	100.00	16,970.00	16,970.00	0.00
Water Distributions Strategy	22,350.00	100.00	22,350.00	22,350.00	0.00
Financial Feasibility	17,180.00	100.00	17,180.00	17,180.00	0.00
Rural Water Territorial Strategy	11,015.00	100.00	11,015.00	11,015.00	0.00
Deliverables Presentations	13,570.00	80.00	10,856.00	6,785.00	4,071.00
Meetings	10,020.00	100.00	10,020.00	10,020.00	0.00
Misc: Printing/Copies/Materials	4,700.00	80.00	3,760.00	3,760.00	0.00
Total Fee	123,305.00		119,651.00	115,580.00	4,071.00

Total Fee

4,071.00

Total Due this Invoice

\$4,071.00

Adel 2.96% 120.50
Grimes 8.60% 350.11 ✓
Urbandale 29.43% 1198.10
Van Meter 1.76% 30.94
Waukee 13.94% 567.50

REQUEST FOR PAY	
Vendor #	MCC010
PO #	171
Budget Code	17050-0911
Amount	4071.00
Rec'd By/Date	/
Approved/Date	/
Description	

POSTED



1360 NW 121st Street
Clive, IA 50325

West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, IA 50265

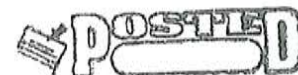
November 30, 2019
Project No: 0000190358-000
Invoice No: 126819
Due Date: December 30, 2019

Project 0000190358-000 West Metro Regional Drinking Water-Desktop Evaluation & Feasibility Study
Professional Services from October 27, 2019 to November 30, 2019

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Inventory	6,390.00	100.00	6,390.00	6,390.00	0.00
Water Demands	4,270.00	100.00	4,270.00	4,270.00	0.00
Raw Water Supply Strategy	16,840.00	100.00	16,840.00	16,840.00	0.00
Water Treatment Strategy	16,970.00	100.00	16,970.00	16,970.00	0.00
Water Distributions Strategy	22,350.00	100.00	22,350.00	22,350.00	0.00
Financial Feasibility	17,180.00	100.00	17,180.00	15,462.00	1,718.00
Rural Water Territorial Strategy	11,015.00	100.00	11,015.00	3,304.50	7,710.50
Deliverables Presentations	13,570.00	25.00	3,392.50	1,357.00	2,035.50
Meetings	10,020.00	100.00	10,020.00	8,349.97	1,670.03
Misc: Printing/Copies/Materials	4,700.00	80.00	3,760.00	3,290.00	470.00
Total Fee	123,305.00		112,187.50	98,583.47	13,604.03
Total Fee					13,604.03
Total Due this Invoice					\$13,604.03

Adel 2.96% 402.68
Grimes 8.66% 1169.95
Urbandale 29.43% 4003.67
Van Meter .76% 103.39
Waukee 13.94% 1896.40

PO #	171
Invoice #	17050-091
Amount	13,604.03
Rec'd By/Date	DM 11/20/19
Approval/Date	
Description	





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

AGENDA MEMO

For Meeting of January 26, 2020

AGENDA HEADING:

Resolution Setting Public Hearing – Rezoning of Property at SE 19th and James St

SYNOPSIS:

The applicant, Jeff Stanbrough, has submitted the necessary petition and consent documents to initiate the Rezoning Process, for property generally located north of SE 19th St and east of South James. The 22 Acre property is currently Zoned A-1, and is identified as Urban Village upon the Future Land Use Plan.

Within the Comprehensive Plan, the term Urban Village is utilized only in reference to one of the goals. This particular goal was to create a pedestrian corridor along the abandoned Norfolk Southern Railway, and orient development towards it. Since the Council has not prioritized the acquisition of the railway, and the Comprehensive Plan is silent with respect to the land use type, staff has had to analyze other components of the plan in order to determine the most appropriate direction for the rezoning.

After consulting with the applicant, and completing an analysis of the site constraints and surroundings, it was determined that the highest and best use of the site would be a mixed-use development, containing medium density residential units, and commercial opportunities near the intersection. The proposed Zoning Classification in this case will be PUD.

As such, the applicant has provided a conceptual master plan for the 22-acre site. The northern approximate 3.7 acres is reserved for future SE 11th Street road right of way and storm water management. The middle approximate 10.4 acres demonstrates a 109-unit townhome development (7.7 units per acre). The southern approximate 6.5 acres currently demonstrates a 26,000 square foot church/religious facility.

While the layout is provided only as a conceptual rendering of the site, staff has ensured that the basic minimum standards are being met (landscaping, dimensions, parking, access, etc). It appears that the site will conform to those minimum standards. As this is only the initial step in the process, more details will become available as the process moves further along.



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

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

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

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED
REZONING OF PROPERTY GENERALLY LOCATED NORTH OF SE 19TH STREET AND
EAST OF SOUTH JAMES FROM A-1 AGRICULTURAL TO R-4 PLANNED UNIT
DEVELOPMENT

WHEREAS, certain land in the City of Grimes, Iowa, generally located north of SE 19th Street and east of South James and legally described on Exhibit A, attached hereto, is currently zoned A-1 (Agriculture) (the "Property"); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Chapter 165, Section 165.05 by rezoning the Property from A-1 (Agriculture) to R-4 (Planned Unit Development), and

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

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

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes City Hall, 101 NE Harvey Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 23rd day of February 2021, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Plan and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED AND APPROVED this ____ day of _____, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., POLK COUNTY, IOWA LYING WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD RIGHT-OF-WAY, EXCEPT THE NORTH SIX (6) ACRES THEREOF, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

PETITION TO REZONE PROPERTY WITHIN THE CITY OF GRIMES, IOWA

I (We), the undersigned, Phyllis Wise Rev. Trust
Mark A. Peitzman, Trustee own property legally described as follows:

All that part of the southwest quarter (SW 1/4) of Section five (5), Township Seventy-nine (79) North, of Range twenty-five (25), West of the 5th P.M., Polk county, Iowa lying west of the Chicago, Milwaukee, and St. Paul railroad right-of-way, except the north six (6) acres thereof, and except the west 40.00 feet thereof, and except the south 33.00 feet thereof. all now included in and forming a part of the city of grimes, Polk county, Iowa.

The undersigned states, in writing that as property owner(s), are petitioning the City of Grimes, Iowa to rezone the property from A-1 to PUD.

The undersigned states that this petition can be received, filed, and made a part of any proceedings before the Planning and Zoning Commission and/or the City Council pertaining to the above request.

Dated this 28th Day of December, 2020

Phyllis Wise Rev. Trust
Mark A. Peitzman, Trustee
Printed Name

CONSENT TO REZONE PROPERTY WITHIN THE CITY OF GRIMES, IOWA

I (We), the undersigned, EBH Inc, own property within 250 feet of the property owned by Mark A Peitzman being legally described as follows:

All that part of the southwest quarter (SW 1/4) of Section five (5), Township Seventy-nine (79) North, of Range twenty-five (25), West of the 5th P.M., Polk county, Iowa lying west of the Chicago, Milwaukee, and St. Paul railroad right-of-way, except the north six (6) acres thereof, and except the west 40.00 feet thereof, and except the south 33.00 feet thereof. all now included in and forming a part of the city of grimes, Polk county, Iowa.

The undersigned states, in writing that he/she as property owner has no objection to the reclassification from A-1 to PUD as requested by the owner of the above-mentioned property.

The undersigned states that this consent can be received, filed, and made a part of any proceedings before the Planning and Zoning Commission and/or the City Council pertaining to the above request.

The undersigned owns:

(Describe below or provide attached Exhibit)

~~Dec 29, 2020~~ Dec 29, 2020 Day of _____, 20__.

EBH Inc

John Witmer

Printed Name


John Witmer (Dec 29, 2020 14:42 PST)

SE 19th & South James Rezone Consent

Final Audit Report

2020-12-29

Created:	2020-12-23
By:	Rico Starling (rico@anglerealty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0bTwujiuLaubuBDkqQLVxPeHISY8JxVX

"SE 19th & South James Rezone Consent" History

-  Document created by Rico Starling (rico@anglerealty.com)
2020-12-23 - 3:43:38 PM GMT- IP address: 173.20.26.108
-  Document emailed to John Witmer (boundarywaters@optonline.net) for signature
2020-12-23 - 3:46:27 PM GMT
-  Email viewed by John Witmer (boundarywaters@optonline.net)
2020-12-23 - 4:48:32 PM GMT- IP address: 69.127.249.132
-  Email viewed by John Witmer (boundarywaters@optonline.net)
2020-12-29 - 4:50:33 PM GMT- IP address: 69.127.240.174
-  Document e-signed by John Witmer (boundarywaters@optonline.net)
Signature Date: 2020-12-29 - 10:42:31 PM GMT - Time Source: server- IP address: 73.42.137.159
-  Agreement completed.
2020-12-29 - 10:42:31 PM GMT

THE POLICE & FIRE DEPARTMENT, INC.
EAST & POTTSMAN, INDIANAPOLIS
2000 20TH ST
DALLAS CENTER, IA 50003-0100

STAMPOLICH REALTY COMPANY, LLC
10000 SHIRMAN ROAD, 875 38
CL/6, IN 46033
CONTACT: JEFFREY S STAMPOLICH
PH: (317) 368-4444

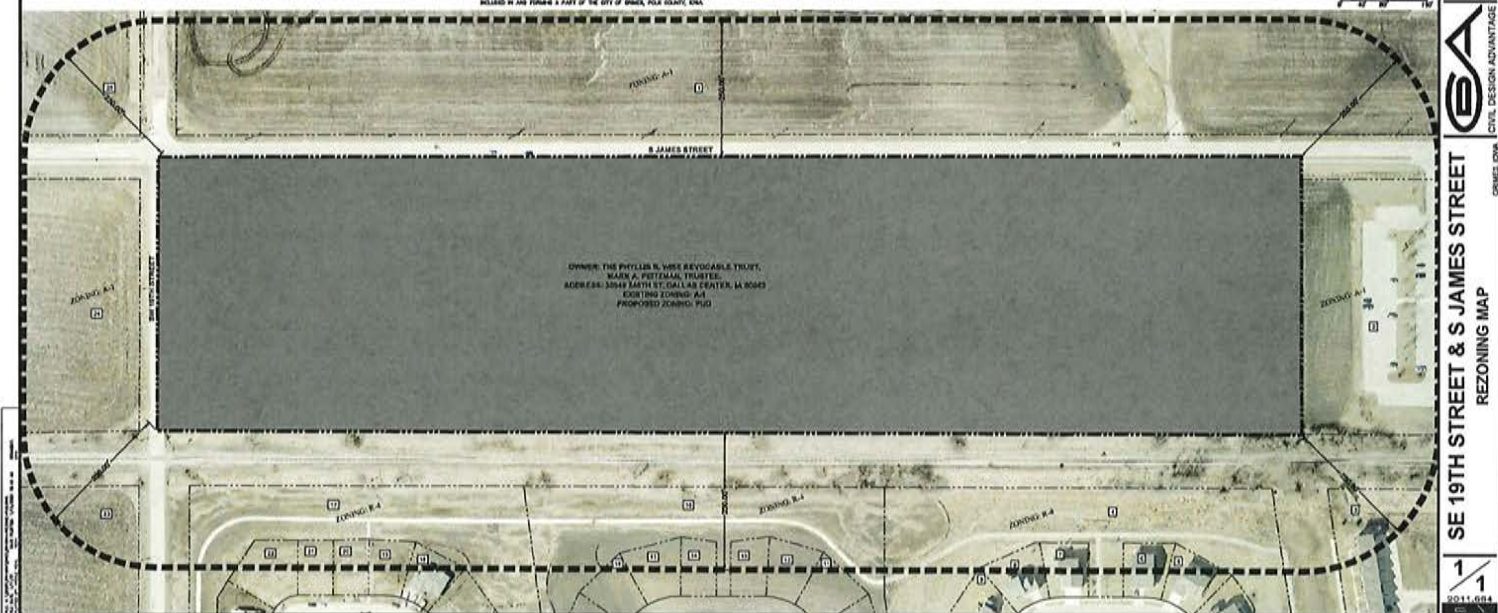
OUR BEST ADVANTAGE
IS IN OUR CHROMIUM PLATE &
SHEET, 100% NIT
CONTACT WITH MESSER

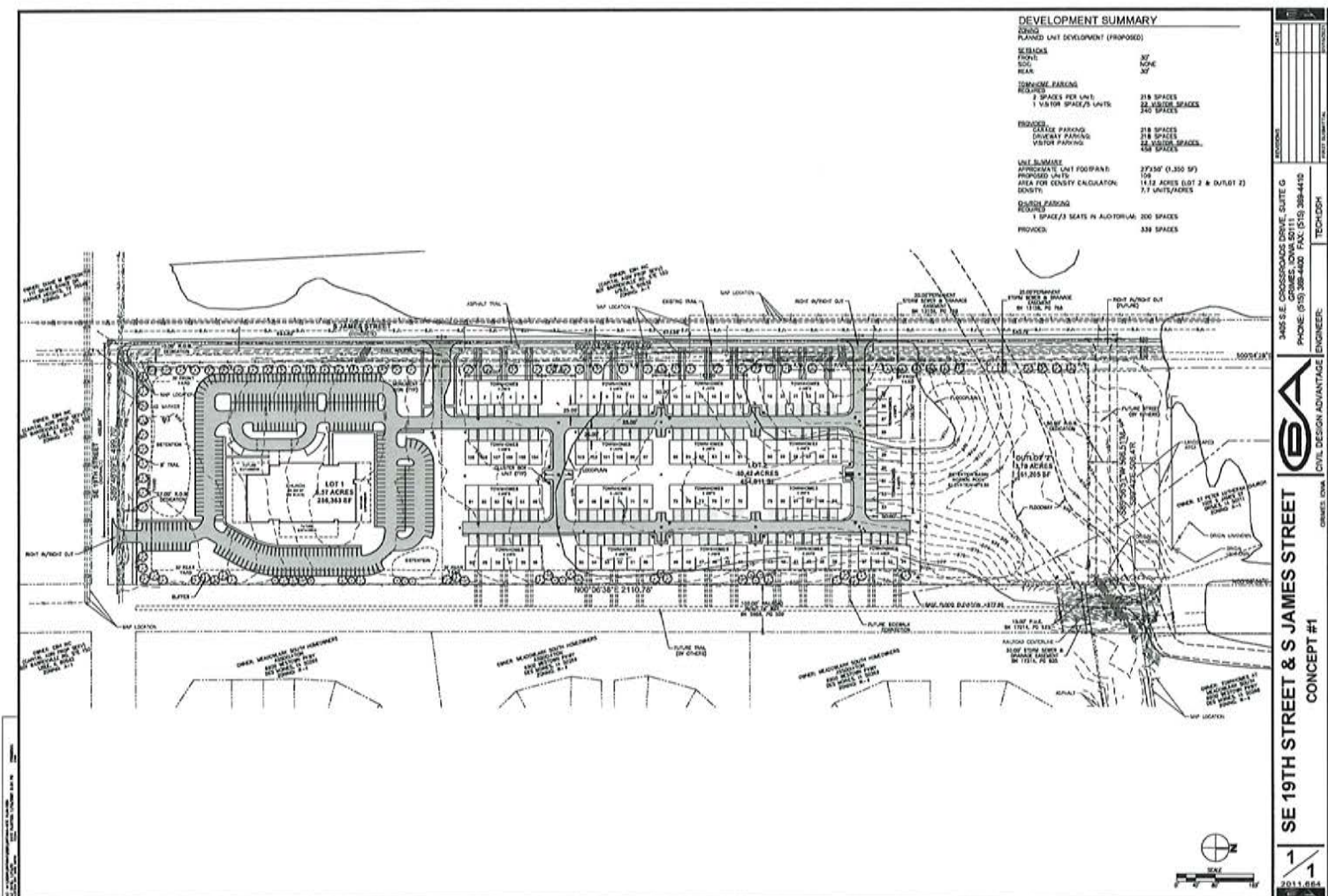
CHEN, JINBAO A-1 APOCALYPSE BELIEVER
PHOTOGRAPHED

ALL THAT PART OF THE NORTHWEST QUARTER (SW 1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, OF RANGE TWENTY-FIVE (25) WEST OF THE 10TH P.M., POLK COUNTY, IOWA LINED WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD RIGHT-OF-WAY, EXCEPT THE NORTH SIX (6) ACRES NAMED, ARE NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CHICAGO, POLK COUNTY, IOWA.

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-NINE (79) NORTH, OF RANGE TWENTY-FIVE (25) EAST OF THE 10th P.M. MERIDIAN, POLK COUNTY, IOWA LYING WEST OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD RIGHT-OF-WAY, EXCEPT THE NORTH 1/2 (1/2) ACRES THEREIN, AND EXCEPT THE WEST 1/2 (1/2) ACRES THEREIN, AND EXCEPT THE NORTH 1/2 (1/2) EAST 1/2 (1/2) THEREIN, ALL NOW OWNED BY AND BEING A PART OF THE CITY OF HONOLULU, POLK COUNTY, IOWA.

PETITION FOR CHANGE IN ZONING CLASSIFICATION						
No.	Name of Property Owner	Mailing Address	Tract Area	Area of 120 or More Acres		Percentage
				Area of 120 or More Acres	Percentage	
1	City of El Segundo, California	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	14,471.00	100.00	48.00%
2	City of El Segundo, California	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	17,146.00	118.49%	
3	Imperial County, California	Imperial County Courthouse, 1000 N. Main St. San Diego, CA 92101	27.50	27,500.00	100.00%	
4	Imperial County, California	Imperial County Courthouse, 1000 N. Main St. San Diego, CA 92101	34,368.00	34,368.00	100.00%	
5	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
6	Imperial County, California	Imperial County Courthouse, 1000 N. Main St. San Diego, CA 92101	27.50	27,500.00	100.00%	
7	Imperial County, California	Imperial County Courthouse, 1000 N. Main St. San Diego, CA 92101	1,951.00	4,626.00	237.36%	
8	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
9	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
10	Imperial County, California	Imperial County Courthouse, 1000 N. Main St. San Diego, CA 92101	11,614.00	11,614.00	100.00%	
11	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
12	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	4,626.00	319.63%	
13	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
14	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
15	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
16	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
17	Imperial County, California	Imperial County Courthouse, 1000 N. Main St. San Diego, CA 92101	27.50	27,500.00	100.00%	
18	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
19	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
20	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
21	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
22	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
23	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
24	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
25	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	
26	City of El Segundo	885 West Imperial Ave. Los Angeles, CA 90045	14,471.00	1,951.00	13.50%	





DEVELOPMENT SUMMARY

ZONING	
PLANNED UNIT DEVELOPMENT (PROPOSED)	
REAR YARD	
FRONT	30'
REAR	30'
DRIVEWAY PARKING	
REAR	218 SPACES
FRONT	1 SPACE PER UNIT
VISITOR SPACES/25 UNITS	250 SPACES
DRIVEWAY PARKING	
FRONT	218 SPACES
REAR	218 SPACES
VISITOR PARKING	250 SPACES
UNIT SUMMARY	
APPROXIMATE UNIT FOOTPRINT	27,350' (0.350 SF)
PROPOSED UNITS	158
AREA FOR COUNTY EVALUATION	11.12 ACRES (LOT 2 & OUTLOT 2)
DENSITY	7.1 UNITS/ACRES
DRIVEWAY PARKING	
FRONT	1 SPACE/25 SEATS IN AUDITORIUM: 200 SPACES
PROVIDED	338 SPACES

SE 19TH STREET & S JAMES STREET
CONCEPT #1

1/1
2011.004

3455 E. CROSSROADS DRIVE, SUITE G
GRAND RAPIDS, MI 49508
PHONE (616) 386-4400 FAX (616) 386-4410

ENGINEER: CIVIL DESIGN ADVANTAGE

DATE: 01/11/2011

PROJECT: SE 19TH STREET & S JAMES STREET

CONCEPT #1

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY
GENERALLY LOCATED NORTH OF SE 19TH STREET AND EAST OF SOUTH JAMES
FROM A-1 AGRICULTURAL TO R-4 PLANNED UNIT DEVELOPMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes City Hall, 101 NE Harvey Street, in the City of Grimes, Iowa, at 5:30 p.m. on the 23rd day of February 2021 via Zoom, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Chapter 165, Section 165.05 by rezoning certain Property described on Exhibit A from A-1 (Agriculture) to R-4 (Planned Unit Development), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT
BOUNDARIES OF CHAPTER 165, SECTION 165.05 BY REZONING OF PROPERTY
GENERALLY LOCATED NORTH OF SE 19TH STREET AND EAST OF SOUTH JAMES
FROM A-1 AGRICULTURAL TO R-4 PLANNED UNIT DEVELOPMENT

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

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

Exhibit A

A PART OF OUTLOT 'X', STREET LOT 'A', AND ALL OF OUTLOT 'Y' HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT AND A PART OF OUTLOT 'Q', HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 00°10'21" EAST ALONG THE WEST LINE OF SAID OUTLOT 'Q', 681.65 FEET TO THE CENTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST CONTINUING ALONG SAID WEST LINE, 981.39 FEET TO THE SOUTHWEST CORNER OF PARCEL '2018-214', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17549, PAGE 770; THENCE NORTH 88°21'01" EAST ALONG THE SOUTH LINE OF SAID PARCEL '2018-214', A DISTANCE OF 75.32 FEET; THENCE NORTH 85°50'43" EAST CONTINUING ALONG SAID SOUTH LINE, 75.47 FEET; THENCE NORTH 82°32'38" EAST CONTINUING ALONG SAID SOUTH LINE, 75.47 FEET; THENCE NORTH 79°14'33" EAST CONTINUING ALONG SAID SOUTH LINE, 75.47 FEET; THENCE NORTH 75°56'27" EAST CONTINUING ALONG SAID SOUTH LINE, 75.47 FEET; THENCE NORTH 81°23'13" EAST CONTINUING ALONG SAID SOUTH LINE, 116.97 FEET; THENCE NORTH 86°01'56" EAST CONTINUING ALONG SAID SOUTH LINE, 60.00 FEET; THENCE NORTH 03°58'04" WEST CONTINUING ALONG SAID SOUTH LINE, 9.73 FEET; THENCE NORTH 86°01'56" EAST CONTINUING ALONG SAID SOUTH LINE, 125.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2018-214'; THENCE NORTH 03°58'04" WEST ALONG THE EAST LINE OF SAID PARCEL '2018-214', A DISTANCE OF 294.13 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EAST LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 345.00 FEET, WHOSE ARC LENGTH IS 244.23 FEET AND WHOSE CHORD BEARS NORTH 16°18'46" EAST, 239.16 FEET; THENCE NORTH 36°35'35" EAST CONTINUING ALONG SAID EAST LINE, 254.14 FEET TO THE NORTH LINE OF SAID OUTLOT 'Q'; THENCE SOUTH 69°29'40" EAST ALONG SAID NORTH LINE, 6.77 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTH LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 438.50 FEET, WHOSE ARC LENGTH IS 122.13 FEET AND WHOSE CHORD BEARS SOUTH 61°36'21" EAST, 121.74 FEET; THENCE SOUTH 53°33'24" EAST CONTINUING ALONG SAID NORTH LINE, 322.31 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTH LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1580.50 FEET, WHOSE ARC LENGTH IS 494.94 FEET AND WHOSE CHORD BEARS SOUTH 62°32'27" EAST, 492.92 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTH LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 430.00 FEET, WHOSE ARC LENGTH IS 434.49 FEET AND WHOSE CHORD BEARS SOUTH 38°30'03" EAST, 416.24 FEET; THENCE SOUTH 09°36'25" EAST CONTINUING ALONG SAID NORTH LINE, 49.24 FEET; THENCE NORTH 89°56'37" EAST CONTINUING ALONG SAID NORTH LINE, 34.52 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Q'; THENCE SOUTH 00°06'01" EAST ALONG THE EAST LINE OF SAID OUTLOT 'Q', 68.08 FEET; THENCE

SOUTHERLY CONTINUING ALONG SAID EAST LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 430.00 FEET, WHOSE ARC LENGTH IS 253.84 FEET AND WHOSE CHORD BEARS SOUTH 16°59'40" EAST, 250.17 FEET; THENCE SOUTH 33°59'47" EAST CONTINUING ALONG SAID EAST LINE, 52.07 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EAST LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 420.00 FEET, WHOSE ARC LENGTH IS 248.22 FEET AND WHOSE CHORD BEARS SOUTH 16°57'10" EAST, 244.63 FEET; THENCE SOUTH 00°02'34" EAST CONTINUING ALONG SAID EAST LINE, 1035.03 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 'Q'; THENCE NORTH 89°48'41" EAST ALONG THE SOUTH LINE OF SAID HERITAGE AT GRIMES PLAT 2, A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'Y', HOPE COMMERCIAL PLAT 1; THENCE CONTINUING NORTH 89°48'41" EAST ALONG THE NORTH LINE OF SAID OUTLOT 'Y', 383.92 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Y'; THENCE SOUTH 00°21'37" WEST ALONG THE EAST LINE OF SAID OUTLOT 'Y', 1190.24 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 57°19'52" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'Y', 791.76 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 45°00'00" WEST, 75.00 FEET TO THE EAST LINE OF SAID OUTLOT 'X', HERITAGE AT GRIMES PLAT 2; THENCE SOUTH 45°00'00" WEST ALONG SAID EAST LINE, 296.35 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 90°00'00" WEST, 35.36 FEET; THENCE NORTH 45°00'00" WEST, 81.13 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 416.81 FEET AND WHOSE CHORD BEARS NORTH 67°31'47" WEST, 406.15 FEET; THENCE SOUTH 89°56'25" WEST, 451.80 FEET; THENCE SOUTH 00°03'35" EAST, 60.00 FEET; THENCE SOUTH 16°53'02" EAST, 235.03 FEET; THENCE SOUTH 32°09'24" WEST, 283.22 FEET; THENCE SOUTH 07°43'11" EAST, 343.46 FEET; THENCE SOUTH 71°51'34" WEST, 1.28 FEET; THENCE SOUTH 83°07'18" WEST, 275.23 FEET; THENCE SOUTH 00°11'36" WEST, 256.06 FEET TO THE SOUTH LINE OF SAID OUTLOT 'X'; THENCE NORTH 89°48'24" WEST ALONG SAID SOUTH LINE, 30.55 FEET; THENCE SOUTH 68°23'31" WEST CONTINUING ALONG SAID SOUTH LINE, 30.70 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 14°45'05" WEST ALONG THE WEST LINE OF SAID OUTLOT 'X', 239.08 FEET; THENCE NORTH 14°44'29" WEST CONTINUING ALONG SAID WEST LINE, 242.48 FEET; THENCE NORTH 31°26'59" WEST CONTINUING ALONG SAID WEST LINE, 265.70 FEET; THENCE NORTH 23°05'59" WEST CONTINUING ALONG SAID WEST LINE, 120.90 FEET; THENCE NORTH 89°46'31" WEST CONTINUING ALONG SAID WEST LINE, 55.90 FEET; THENCE NORTH 00°11'45" EAST CONTINUING ALONG SAID WEST LINE, 610.94 FEET; THENCE NORTH 89°48'15" WEST CONTINUING ALONG SAID WEST LINE, 33.00 FEET; THENCE NORTH 00°11'45" EAST CONTINUING ALONG SAID WEST LINE, 449.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 156.95 ACRES (6,836,767 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



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

AGENDA MEMO

For Meeting of February 26, 2020

AGENDA HEADING:

Resolution Accepting Partial Release of Agreement to Complete – Hope Commercial Plat 2, Lot 2

SYNOPSIS:

The Agreement to Complete for Hope Commercial Plat 2 was put in place to provide assurance and security that the requirement public improvements would be completed. This allowed the City to process the Final Plat prior to the completion of the public improvements. While the Public Improvements are principally complete, there are a few outstanding items that cannot be completed until the spring time.

The Developer has a lot sale that is being held up due to stated obligations within the Agreement. Since the public improvements are principally complete, and there are remaining lots within the subdivision that are still bound by the Agreement, staff has comfortable releasing the Lot 2 from the Agreement. Staff would expect that the entire Agreement can be satisfied and released in April once the outstanding construction items are completed.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve the Agreement to Complete – May, 2020

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

RESOLUTION APPROVING PARTIAL RELEASE OF AGREEMENT TO
COMPLETE REGARDING LOT 2 OF HOPE COMMERCIAL PLAT 2

Whereas, the City of Grimes, Iowa ("City") entered into An Agreement to Complete ("Agreement") with Hope K Farms, LLC, ("Owner"), dated May 26, 2020, and recorded on June 23, 2020 in Book 17906, Page 562-564 in the office of the Recorder of Polk County, Iowa; and

Whereas, the Agreement identified obligations required of the Owner to complete certain site improvements; and

Whereas, the Owner has not yet completed the site improvements, however has principally completed the improvements in a manner that will allow for individual site construction to occur; and

Whereas, the Owner has requested that the title of Lot 2 be cleared of any obligations of the Agreement; and

Whereas, the City desires to acknowledge partial release of the Agreement, Lot 2 of Hope Commercial Plat 2.

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

That the Partial Release of Agreement to Complete regarding Hope Commercial Plat 2, Lots 2 is hereby approved and accepted by the City of Grimes, and the Mayor is authorized to execute the Partial Release, and the City Clerk to attest to his signature.

PASSED AND APPROVED THIS ____ day of _____, 2020

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex P. Pfaltzgraff, 101 NE Harvey ST, Grimes, IA 50111 Phone (515) 986-4050
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey ST, Grimes, IA 50111

**PARTIAL RELEASE OF AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS -
LOT 2, HOPE COMMERCIAL PLAT 2**

The CITY OF GRIMES, a municipal corporation, does hereby release the following property (the "Property"):

Lots 2 of Hope Commercial Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa,

from any real estate lien and obligations relating to, or arising from, the following agreement:

- 1) Entire Agreement of Agreement to Complete Public Improvements – Hope Commercial Plat 2 entered into by Hope K Farms, LLC, dated May 26, 2020, and recorded on June 23, 2020 in Book 17906, Page 562-564 in the office of the Recorder of Polk County, Iowa.

Dated this ____ day of _____, 2021.

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2021, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____



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

AGENDA MEMO

For Meeting of February 26, 2020

AGENDA HEADING:

Resolution Accepting Partial Release of Zoning Change and Development Agreement – Hope Commercial Plat 2, Lot 2

SYNOPSIS:

The Zoning Change and Development Agreement for Home Commercial Plat 2 required a number of public improvements upon the site. While the Public Improvements are principally complete, there are a few outstanding items that cannot be completed until the spring time.

The Developer has a lot sale that is being held up due to stated obligations within the agreement. Since the public improvements are principally complete, and there is an active Agreement to Complete, staff has comfortable releasing the Lot 2 from certain sections of the Agreement. These sections only pertain to the construction of the public improvements. All other sections regarding the Zoning and use restrictions will remain in place.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve the Zoning Change and Development Agreement – April, 2020

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

RESOLUTION APPROVING PARTIAL RELEASE OF ZONING CHANGE AND
DEVELOPMENT AGREEMENT REGARDING LOT 2
OF HOPE COMMERCIAL PLAT 2

Whereas, the City of Grimes, Iowa ("City") entered into a Zoning Change and Development Agreement ("Agreement") with Hope K Farms, LLC, ("Owner"), dated April 24, 2020, and recorded on May 29, 2020 in Book 17856, Page 501-508 in the office of the Recorder of Polk County, Iowa; and

Whereas, section(s) 3, 4, 5 and 6 of the Agreement identified that the Owners were responsible and obligated towards certain site improvements for the project; and

Whereas, the Owner has requested that the title of Lot 2 be cleared of any obligations; and

Whereas, the City desires to acknowledge partial release of the Agreement, specifically, section(s) 3, 4, 5 and 6 of the Agreement for Lot 2 of Hope Commercial Plat 2.

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

That the Partial Release of Zoning Change and Development Agreement regarding Hope Commercial Plat 2, Lots 2 is hereby approved and accepted by the City of Grimes, and the Mayor is authorized to execute the Partial Release, and the City Clerk to attest to his signature.

PASSED AND APPROVED THIS ____ day of _____, 2020

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex P. Pfaltzgraff, 101 NE Harvey ST, Grimes, IA 50111 Phone (515) 986-4050
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey ST, Grimes, IA 50111

**PARTIAL RELEASE OF ZONING CHANGE AND DEVELOPMENT
AGREEMENT REGARDING LOT 2 OF HOPE COMMERCIAL PLAT 2**

The CITY OF GRIMES, a municipal corporation, does hereby release the following property (the "Property"):

Lots 2 of Hope Commercial Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa,

from any real estate lien relating to, or arising from, the following agreement:

- 1) Section(s) 3, 4, 5 and 6 of Zoning Change and Development Agreement entered into by Hope K Farms, LLC, dated April 24, 2020, and recorded on May 29, 2020 in Book 17856, Page 501-508 in the office of the Recorder of Polk County, Iowa.

Dated this ____ day of _____, 2021.

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2021, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

RESOLUTION 01-1021

**RESOLUTION ACCEPTING THE HOPE COMMERCIAL PLAT 1
MCANINCH CORPORATION**

WHEREAS, on the , the City of Grimes, Iowa entered into a contract with McAninch Corporation, for the construction of certain public improvements generally described as construction of the Hope Commercial Plat 1 project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on January 7, 2021

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$3,461,250.57 as shown in the report of the Engineer.

PASSED AND APPROVED on this 26th day of January 2021.

CITY OF GRIMES, IOWA

By: _____
Mayor Scott Mikkelsen

ATTEST:

By: _____
City Clerk Rochelle Williams



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

AGENDA MEMO

For Meeting of January 26, 2021

AGENDA HEADING: Agreement for Cooperative Public Service for Funding of a Watershed Coordinator Position

SYNOPSIS: The City of Grimes is a member of the Central Iowa Watershed Management Authority (CIWMA) by being in the Walnut Creek Watershed Management Authority. This cooperative services agreement is between Polk County and the CIWMA to fund a watershed coordinator position. The purpose of funding the watershed coordinator position was to more efficiently implement and fund the watershed management plans developed by each of the Watershed Management Authorities operating within the CIWMA. The prior agreement ended on September 5, 2020 with this new agreement staying in place until all the parties involved terminate it.

The City of Grimes' obligation under this agreement is an annual proportional payment to Polk County for employing the Watershed Management Authority Coordinator.

FISCAL IMPACT:

The City of Grimes is obligated to the proportional annual payment amount of \$3,000 to Polk County. The funding source for this payment will be out of storm water.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Agreement for Cooperative Public Service.

**AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK
COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT
AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION
POSITION**

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as "CIWMA"; and

Whereas, the members of CIWMA participating in this Agreement consist 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, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as "the Parties"; and

Whereas, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

Whereas, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

Whereas, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE,

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

ADOPTED this 26th day of January, ²⁰²¹~~2020~~.

CITY OF GRIMES

IN WITNESS WHEREOF, the City of Grimes has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: CITY OF GRIMES GIS PROGRAM
Contractor: LEE CHAMBERLIN CONSULTANT ENGINEERS, INC.
Address: 10430 New York Ave., Suite C, Urbandale, Iowa 50322
Finance Budget Code: 330-210-6407 **Finance Project #**
Vendor Project or Invoice #: 18033 **PO #**
Original Contract Date: September 11, 2018 **Vendor #** 1653

Date of Council Meeting: January 26, 2021 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: October 1, 2020 Through: December 31, 2021

Contract Summary

Original Contract Amount:	\$	70,000.00	
Net change by Change Orders:	\$	210,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		280,000.00
Total completed and stored to date:	\$	279,999.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		279,999.75
Less previous applications for payment:	\$		267,795.25
SUBTOTAL			\$ 12,204.50

OTHER CHARGES (Attach an itemized list) \$ -
CURRENT PAYMENT DUE \$ 12,204.50

Balance to finish, including retainage: \$ 0.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

LEE CHAMBERLIN CONSULTANT ENGINEERS, INC.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

Submit to:

Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail:

Mahrens@GrimesIowa.gov

Phone: (515) 986-4050

Fax: (515) 986-4480

Date Printed: 1/14/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 4, 2018	\$ 1,412.50
2	November 13, 2018	\$ 6,405.50
3	December 11, 2018	\$ 4,966.00
4	February 26, 2019	\$ 6,822.00
5	March 26, 2019	\$ 6,619.50
6	May 14, 2019	\$ 14,926.00
7	June 25, 2019	\$ 8,831.00
8	August 13, 2019	\$ 2,891.50
9	September 24, 2019	\$ 1,985.00
10	October 8, 2019	\$ 6,755.00
11	November 12, 2019	\$ 8,005.00
12	December 9, 2019	\$ 4,342.50
13	January 14, 2020	\$ 17,900.00
14	February 25, 2020	\$ 12,885.00
15	April 14, 2020	\$ 9,700.00
16	May 12, 2020	\$ 12,735.00
17	July 14, 2020	\$ 26,180.00
18	August 11, 2020	\$ 70,258.75
19	September 8, 2020	\$ 31,722.50
20	October 13, 2020	\$ 12,452.50
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 267,795.25

Record of Change Orders

No.	Date	Amount
1	November 12, 2019	\$ 210,000.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 210,000.00

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: Sept. 11, 2018
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -

LEE CHAMBERLIN CONSULTANT ENGINEERS
New York Ave., Suite C
Urbandale, IOWA 50322

INVOICE

INVOICE #18033.21
DATE:01/04/2021

PROJECT: CITY OF GRIMES - GIS
PROGRAM

BILL TO:
Matt Ahrens, P.E.
City Engineer
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION: FINAL SUBMITTAL FOR PROJECT
COMPLETION.

ENGINEERING SERVICES 10/01/2020 thru 12/31/2020

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	0	\$145.00	\$0.00
Civil Engineer I	0	\$110.00	\$0.00
Senior Technician	20.5	\$115.00	\$2,357.50
Technician I	30	\$95.00	\$2,850.00
Technician II	0	\$110.00	\$0.00
GPS	34	\$200.00	\$6,800.00
Subtotal			\$12,007.50
Publication	0.00	\$1.00	\$0.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Reproductions	0.00	\$1.00	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Mileage	394.00	\$0.50	\$197.00
Subtotal			\$197.00

Balance Due: **\$12,204.50**

PROJECT FEE SUMMARY

18033 01	\$1,412.50
18033 02	\$6,405.50
18033 03	\$4,966.00
18033 04	\$6,822.00
18033 05	\$6,619.50
18033 06	\$14,926.00
18033 07	\$8,831.00
18033 08	\$2,891.50
18033 09	\$1,985.00
18033 10	\$6,755.00
18033 11	\$8,005.00
18033 12	\$4,342.50
18033 13	\$17,900.00
18033 14	\$12,885.00
18033 15	\$9,700.00
18033 16	\$12,735.00
18033 17	\$26,180.00
18033 18	\$70,258.75
18033 19	\$31,722.50
18033 20	\$12,452.50
18033 21	\$12,204.50
TOTAL	\$279,999.75
CONTRACT	\$280,000.00
REMAINING	\$0.25
% CONTRACT	100%

PROJECT ITEMS COMPLETED

KICK OFF MEETING
PARK INVENTORY MEETING
ASSETT ID AND ATTRIBUTE ASSESSMENT
MOWING AREAS
SNOW ROUTE MAPS
PARK INVENTORY
DETENTION AREAS
PUBLIC ALLEYS
SANDING PRIORITY
TRAIL SNOW REMOVAL
SIGNS
LIGHTING
SANITARY SEWER AND WATER

PROJECT ITEMS IN PROCESS

YEARLY SCHEDULE AND FOCUS MEETING
BENCH MARK AND DATUM RESOLUTION
PED CROSSINGS

STORM WATER

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Trailridge Road & SE Little Beaver Dr. Culvert Improvements
Contractor: LEE CHAMBERLIN CONSULTANT ENGINEERS, INC.
Address: 10430 New York Ave., Ste C, Urbandale, Iowa 50322
Finance Budget Code: 338-865-6407 **Finance Project #**
Vendor Project or Invoice #: 19012 **PO #**
Original Contract Date: April 9, 2019 **Vendor #** 1653

Date of Council Meeting: January 26, 2021 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: October 1, 2020 Through: December 31, 2020

Contract Summary

Original Contract Amount:	\$	195,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	195,000.00	
Total completed and stored to date:	\$	185,048.61	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	185,048.61	
Less previous applications for payment:	\$	180,356.11	
SUBTOTAL	\$		4,692.50

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,692.50

Balance to finish, including retainage: \$ 9,951.39

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

LEE CHAMBERLIN CONSULTANT ENGINEERS, INC.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

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

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

Date Printed: 1/14/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 13, 2019	\$ 15,965.00
2	September 24, 2019	\$ 8,230.00
3	November 12, 2019	\$ 9,155.00
4	January 14, 2020	\$ 4,400.00
5	February 25, 2020	\$ 20,192.50
6	March 10, 2020	\$ 39,941.63
7	April 14, 2020	\$ 17,212.50
8	May 12, 2020	\$ 5,532.50
9	July 14, 2020	\$ 10,856.98
10	August 11, 2020	\$ 18,572.50
11	September 8, 2020	\$ 20,217.50
12	October 13, 2020	\$ 10,080.00
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 180,356.11

Record of Change Orders

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

TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: April 9, 2019
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -

LEE CHAMBERLIN CONSULTANT ENGINEERS
10430 New York Ave., Suite C
Urbandale, IOWA 50322

INVOICE

INVOICE #19012.13
DATE:01/04/2021

PROJECT: 2020 CITY OF GRIMES
DRAINAGE IMPROVEMENTS-
TRAILRIDGE AND LITTLE BEAVER

BILL TO:
Matt Ahrens, P.E.
City Engineer
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION: IOWA DNR FLOOD PLAIN
WORK, JOINT APPLICATION, PROVIDED
FLOODWAY MODEL.

ENGINEERING SERVICES 10/01/2020 thru 12/31/2020

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	30	\$145.00	\$4,350.00
Civil Engineer I	0.5	\$110.00	\$55.00
Senior Technician	2.5	\$115.00	\$287.50
Robotic	0	\$200.00	\$0.00
Technician II	0	\$95.00	\$0.00
GPS	0	\$210.00	\$0.00
Subtotal			\$4,692.50

Wetland delineation/T&E desktop/regulatory serv	0.00	\$1.00	\$0.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Construction Materials Testing	0.00	\$1.00	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Renderings	0.00	\$1.00	\$0.00
Mileage	0.00	\$0.50	\$0.00
Subtotal			\$0.00

Balance Due: **\$4,692.50**

PROJECT FEE SUMMARY

19012.01	\$15,965.00
19012.02	\$8,230.00
19012.03	\$9,155.00
19012.04	\$4,400.00
19012 05	\$20,192.50
19012 06	\$39,941.63
19012 07	\$17,212.50
19012 08	\$5,532.50
19012 09	\$10,856.98
19012 10	\$18,572.50
19012 11	\$20,217.50
19012 12	\$10,080.00
19012 13	\$4,692.50
TOTAL	\$185,048.61
CONTRACT	\$195,000.00
REMAINDER	\$9,951.39
% COMPLETE	95%

PROJECT ITEMS COMPLETED

PRELIMINARY DRAINAGE STUDY
FINAL DRAINAGE STUDY
PRELIMINARY PLANS AND SPECS
PRELIMINARY SURVEY
PUBLIC INFORMATIONAL MEETING
ROW ACQUISITION PLATS
FINAL PLANS

PROJECT ITEMS IN PROCESS

PROJECT ITEMS REMAINING

PUBLIC HEARING
LETTING
CONSTRUCTION
FINAL PROJECT
ROW ACQUISITION

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: James Street Corridor Study N 27th Street to S 37th Street
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 343-210-6407 **Finance Project #**
Vendor Project or Invoice #: 20G021.01 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2972

Date of Council Meeting: January 26, 2021 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: November 1, 2021 Through: December 31, 2020

Contract Summary

Original Contract Amount:	\$	130,628.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	130,628.00	
Total completed and stored to date:	\$	37,623.32	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	37,623.32	
Less previous applications for payment:	\$	14,847.00	
SUBTOTAL	\$	22,776.32	

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 22,776.32

Balance to finish, including retainage: \$ 93,004.68

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

1/14/2021

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 24, 2020	\$ 14,847.00
2	January 26, 2021	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 14,847.00

Record of Change Orders

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

TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: August 11, 2020
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation Court,
Suite 300, P.O. Box 5126, De Pere, WI 54115-5126*

January 12, 2021

Project No: 0020G021.01

Invoice No: 70596

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

Invoice Total USD 22,776.32

Project 0020G021.01 James Street Corridor Study - S 37th Street to N 27th Street

Project Finance Code: 343-210-6407

Professional Services through December 31, 2020

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	7.50	188.00	1,410.00
Staff Engineer IV	38.50	140.00	5,390.00
Staff Engineer I	114.50	115.00	13,167.50
Totals	160.50		19,967.50
Total Labor			19,967.50

Expenses 2,808.82

Billing Limits	Current	Prior	To-Date
Total Billings	22,776.32	14,847.00	37,623.32
Limit			130,628.00
Remaining			93,004.68

Total This Invoice USD 22,776.32

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street and SE 6th Street Intersection Improvements
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 349-210-6407 **Finance Project #**
Vendor Project or Invoice #: 20G002.01 **PO #**
Original Contract Date: February 11, 2020 **Vendor #** 2972

Date of Council Meeting: January 26, 2021 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: November 1, 2020 Through: December 31, 2020

Contract Summary

Original Contract Amount:	\$	28,500.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	28,500.00	
Total completed and stored to date:	\$	6,442.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	6,442.10	
Less previous applications for payment:	\$	5,886.12	
SUBTOTAL	\$		555.98

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 555.98

Balance to finish, including retainage: \$ 22,057.90

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

1/14/2021

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 14, 2020	\$ 3,401.06
2	August 11, 2020	\$ 985.56
3	August 11, 2020	\$ 472.00
4	November 24, 2020	\$ 1,027.50
5	January 26, 2021	
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 5,886.12

Record of Change Orders

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

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 11, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument rendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 300, P.O. Box 5126, De Pere, WI 54115-5126

January 12, 2021

Project No: 0020G002.01

Invoice No: 70590

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

Invoice Total USD 555.98

Project 0020G002.01 S James Street and SE 6th Street Intersection Improvements

Professional Services through December 31, 2020

Professional Personnel

	Hours	Rate	Amount
Staff Engineer IV	2.00	140.00	280.00
Totals	2.00		280.00
Total Labor			280.00

Expenses **275.98**

Billing Limits	Current	Prior	To-Date
Total Billings	555.98	5,886.12	6,442.10
Limit			28,500.00
Remaining			22,057.90
Total This Invoice			USD 555.98

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Concept Planning - WRA Sanitary Sewer Connection
Engineer: Civil Design Advantage
Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111
Finance Budget Code: 328-815-6490 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 28, 2020 **Vendor #** 1243

Date of Council Meeting: January 26, 2021 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: November 30, 2020 Through: January 3, 2021

Contract Summary

Original Contract Amount:	\$	44,660.00	
Net change by Change Orders:	\$	20,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	64,660.00	
Total completed and stored to date:	\$	58,122.68	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	58,122.68	
Less previous applications for payment:	\$	57,092.68	
SUBTOTAL			\$ 1,030.00

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 1,030.00

Balance to finish, including retainage: \$ 6,537.32

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Civil Design Advantage

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department
E-mail: Mahrens@GrimesIowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 1/6/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 10, 2020	\$ 4,791.60
2	March 24, 2020	\$ 15,669.00
3	April 28, 2020	\$ 5,864.62
4	May 26, 2020	\$ 12,283.11
5	June 23, 2020	\$ 1,326.60
6	September 22, 2020	\$ 8,200.00
7	October 13, 2020	\$ 6,366.25
8	November 10, 2020	\$ 2,220.25
9	December 22, 2020	\$ 371.25
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

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

TOTAL \$ 57,092.68

Record of Change Orders

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

TOTAL \$ 20,000.00

Contract Time Remaining

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

Invoice

Civil Design Advantage LLC
3405 SE Crossroads Drive Suite G
Grimes, Iowa 50111
(515) 369-4400

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

January 08, 2021
Project No: 2001.043
Invoice No: 32118

Project 2001.043 C. Grimes -WRA Sanitary Sewer Connection
Professional Services from November 30, 2020 through January 03, 2021

Task	106	Base Mapping	Total this Task	0.00
------	-----	--------------	-----------------	------

Task	107	Gravity Sewer Service Area Analysis	Total this Task	0.00
------	-----	-------------------------------------	-----------------	------

Task	201	Concept Planning	Total this Task	0.00
------	-----	------------------	-----------------	------

Task	214	Force Main Alignment Alternatives	Total this Task	0.00
------	-----	-----------------------------------	-----------------	------

Task	215	Typical Section	Total this Task	0.00
------	-----	-----------------	-----------------	------

Task	305	Acquisition Plat Preparation
Professional Personnel		

	Hours	Rate	Amount	
Principal/Senior Land Surveyor	1.50	180.00	270.00	
Technician 5	8.00	95.00	760.00	
Total Labor				1,030.00
			Total this Task	\$1,030.00

Task	501	Design Meetings	Total this Task	0.00
------	-----	-----------------	-----------------	------

Task	998	Permits & Fees	Total this Task	0.00
------	-----	----------------	-----------------	------

Task	999	Reimbursable Expenses	Total this Task	0.00
------	-----	-----------------------	-----------------	------

Billing Limits	Current	Prior	To-Date	
Total Billings	1,030.00	61,529.90	62,559.90	
Limit			64,660.00	
Remaining			2,100.10	
		Total this Invoice		<u><u>\$1,030.00</u></u>

Project	2001.043	C. Grimes -WRA Sanitary Sewer Connection	Invoice	32118
Project Manager	Gary Reed			



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

January 20, 2021

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

Invoice: 269722
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2020

RE: City Of Grimes - General

Total Professional Services	\$ 10,800.00
Total Costs	<u> \$.00</u>
TOTAL CURRENT INVOICE	\$ 10,800.00



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

January 20, 2021

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

Invoice: 269725
Client: 176170
Matter: 0882
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2020

RE: WRA Sewer Project-Sewer Project

Total Professional Services	\$ 1,800.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 1,800.00



THOMAS HENDERSON
699 WALNUT STREET, SUITE 2000
DES MOINES, IOWA 50309

whitfieldlaw.com

515-288-6041 P 515-246-1474 F

515-246-5559 D
henderson@whitfieldlaw.com

January 20, 2021

Rochelle Williams
City Clerk
101 N. Harvey Street
Grimes, IA 50111

Re: City of Grimes Legal Services (176170-102)

ACTION	AMOUNT
Attendance at council meetings on December 8, 2020, December 15, 2020, and December 29, 2020	\$600.00
TOTAL	\$600.00



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

January 20, 2021

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

Invoice: 269724
Client: 176170
Matter: 0878
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2020

RE: Norfolk Southern Railway Company-Condemnation

Total Professional Services	\$ 720.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 720.00

ADB License Renewals for Council Approval: 1.26.21

1. Pour Choices- 1895 SE Grimes Blvd
2. Yesway Store # 1037- 1905 SE 37th Street

Applicant License Application (LC0046171)

Name of Applicant: <u>RJT Partners, LLC</u>		
Name of Business (DBA): <u>Pour Choices Neighborhood Bar</u>		
Address of Premises: <u>1895 SE Grimes Blvd</u>		
City <u>Grimes</u>	County: <u>Polk</u>	Zip: <u>50111</u>
Business <u>(515) 986-1927</u>		
Mailing <u>10201 Hidden Valley Drive</u>		
City <u>Johnston</u>	State <u>IA</u>	Zip: <u>50131</u>

Contact Person

Name <u>Richard Andraschko</u>	
Phone: <u>(515) 689-7593</u>	Email <u>Richard@pourchoicesbar.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 02/10/2021

Expiration Date: 02/09/2022

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Richard Andraschko

First Name: <u>Richard</u>	Last Name: <u>Andraschko</u>	
City: <u>Johnston</u>	State: <u>Iowa</u>	Zip: <u>50131</u>
Position: <u>President</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Tracy Walker-Andraschko

First Name: <u>Tracy</u>	Last Name: <u>Walker-Andraschko</u>	
City: <u>Johnston</u>	State: <u>Iowa</u>	Zip: <u>50131</u>
Position: <u>Vice President</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>

Applicant License Application (LE0002861)

Name of Applicant:	<u>BW Gas & Convenience Retail,</u>		
Name of Business (DBA):	<u>Yesway Store #1037</u>		
Address of Premises:	<u>1905 SE 37th Street</u>		
City	<u>Grimes</u>	County:	<u>Polk</u> Zip: <u>50111</u>
Business	<u>(515) 986-3017</u>		
Mailing	<u>138 Conant Street, 3rd Floor</u>		
City	<u>Beverly</u>	State	<u>MA</u> Zip: <u>01915</u>

Contact Person

Name	<u>Anastasia Moroz</u>		
Phone:	<u>(978) 720-7587</u>	Email	<u>permits@yesway.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 03/15/2021

Expiration Date: 03/14/2022

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

BW Gas & Convenience

Holdings, LLC

First Name:	<u>BW Gas & Convenience</u>	Last Name:	<u>Holdings, LLC</u>	
City:	<u>Beverly</u>	State:	<u>Massachusetts</u>	Zip: <u>01915</u>
Position:	<u>Owner</u>			
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	<u>Yes</u>	

Thomas Nicholas Trkla

First Name:	<u>Thomas Nicholas</u>	Last Name:	<u>Trkla</u>	
City:	<u>Manchester</u>	State:	<u>Massachusetts</u>	Zip: <u>01944</u>
Position:	<u>Chairman, CEO and</u>			
	<u>President</u>			
% of Ownership:	<u>0.00%</u>	U.S. Citizen:	<u>Yes</u>	

Thomas Brown

First Name:	<u>Thomas</u>	Last Name:	<u>Brown</u>
-------------	---------------	------------	--------------

INVOICE

324-810-6499

1113

ALLENDER BUTZKE ENGINEERS INC.

TO: City of Grimes
101 NE Harvey Street
Grimes, IA 50111

PROJECT NO: 195247

INVOICE NO: 195247BW14

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Special Inspections (Biweekly 12/22/20 - 1/17/21)
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 1/19/2021

Description of Services	Amount	Unit Price	Total
Technician III	6.0 hrs	\$63.00 /Hour	\$378.00
Transportation Charges	60.0 miles	\$0.78 /Mile	\$46.80
Engineering Review & Report Preparation	1.0 hrs	\$148.00 /Hour	\$148.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	8.0 tests	\$19.50 /Test	\$156.00
Disposable cylinder molds	8.0 ea	\$2.80 /Ea.	\$22.40
Concrete Reports: 12/29/20 through 1/13/21			
Total Due			\$751.20

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon receipt of invoice. Accounts not paid within 30 days after invoice date are subject to a 1 1/2% per month late charge.

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE ADVICE

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.



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

AGENDA MEMO

Item No. X

For Meeting of January 26, 2021

AGENDA HEADING: Wear RED Day Proclamation

SYNOPSIS: The Johnston-Grimes Metropolitan Fire Department (JGMFD) has several members who honorably serve in various branches of the U.S. Military. One of those members is deploying for active duty in the Iowa National Guard effective this month and is expected to be deployed for the remainder of the year. The City Administrators and the Fire Chief have given the firefighters permission to wear "RED" t-shirts every Friday that one of their members is deployed. The "RED" t-shirt design stands for "Remember Everyone Deployed" and signifies our support for our members actively deployed with the U.S. Armed Forces as well as those serving within our communities.

The RED T-shirts will be purchased individually by members of JGMFD. They will also ask each member to consider a small monetary donation each Friday that the shirt is worn on shift. Proceeds from the sales and donations will be used for sending care packages to those on active duty or to assist sick and distressed members.

FISCAL IMPACT: None.

PREVIOUS COUNCIL ACTION(S): None

BOARD/COMMISSION ACTION(S): None

STAFF/COMMITTEE RECOMMENDATION: The Fire Department Respectfully Requests the Mayor Read the Wear RED Day Remember Everyone Deployed Proclamation.

SAMPLE LANGUAGE: The Fire Department Respectfully Requests the Mayor Read the Wear RED Day Remember Everyone Deployed Proclamation.

Wear RED Day-Remember Everyone Deployed T-Shirts

WHEREAS, The Johnston-Grimes Metropolitan Fire Department has members that serve in various branches of the US Military; and

WHEREAS, the City of Grimes, Iowa is committed to helping employees serving their country; and

WHEREAS, the Fire Department is selling RED t-shirts to Remember Everyone Deployed; and

WHEREAS, the proceeds from the sales of the t-shirts, and a weekly collection from every member that wears their RED t-shirt will be used to fund care packages for members deployed with the military; and

WHEREAS, the members will be allowed to wear their RED t-shirts on Fridays to Remember Everyone Deployed.

THEREFORE, I, Scott Mikkelsen, Mayor of Grimes, do hereby proclaim every Friday that a member of the Fire Department is deployed Wear RED Day, and I authorize the fire department members to wear their Red T-shirts every Friday that one of their members is deployed.

Adopted this 26th day of January 2021.

Scott Mikkelsen, Mayor

TREASURER'S REPORT

CALENDAR 12/2020, FISCAL 6/2021

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	10,213,656.77	350,883.90	698,581.14	.00	9,866,859.53
002	LIBRARY FUND	88,399.72	524.95	51,296.29	.00	37,628.38
005	FIRE/RESCUE AUXILIARY	14,015.97	.00	43.00	.00	13,972.97
110	ROAD USE TAX	2,458,782.96	140,090.48	104,237.41	.00	2,494,636.03
112	EMPLOYEE BENEFITS	1,043,571.21	21,976.69	141,859.76	.00	923,688.14
119	EMERGENCY FUND	2,447.84	.00	.00	.00	2,447.84
121	LOCAL OPTION SALES TAX	1,071,575.60	116,163.59	.00	.00	1,187,739.19
125	TAX INCREMENT FINANCING	1,815,753.38	85,527.84	.00	.00	1,901,281.22
160	HOTEL/MOTEL/ECON DEV	217,553.83	.00	8,853.88	.00	208,699.95
161	ECO DEVELOPMENT REVOLVING	148,020.76	1,069.70	.00	.00	149,090.46
167	RESTRICTED GIFTS	120,291.60	8,772.64	.00	.00	129,064.24
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	2,050,514.77	53,631.38	1,050.00	.00	2,103,096.15
301	CAPITAL PROJECT FUND	20,562.97	.00	13,975.65	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	106,782.80	.00	825.00	.00	105,957.80
307	CP - STORM WATER	150,000.00	.00	.00	.00	150,000.00
308	CP-SW COUNTY LINE ROAD	1,908,745.45	.00	397,264.96	.00	1,511,480.49
309	CP - PARKS	2,492,828.75	.00	42,555.32	.00	2,450,273.43
310	CP - FIRE	500,000.00	.00	.00	.00	500,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	308,057.56	.00	.00	.00	308,057.56
313	CP - GRIMES COMMUNITY COM	88,428.58	.00	.00	.00	88,428.58
314	CP-NE GATEWAY/HOPE COMM	46,907.55-	.00	46,338.33	.00	93,245.88-
315	CP N COMPLEX SANI CONNECT	932,146.46	.00	53,638.06	.00	878,508.40
316	CP - WATER CAP IMPROVEMNT	135,394.61-	.00	.00	.00	135,394.61-
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	CP -BEAVER CK WATERSHED	466,520.10	.00	.00	.00	466,520.10
320	CP-New Jordan Well 2019	887.69-	199,747.29	191,547.05	.00	7,312.55
321	CP- ASR 2019	21,117.70	.00	.00	.00	21,117.70
322	CP-16" Water Main	37,211.60-	75,331.17	2,193.43	.00	35,926.14
323	CP-Water Tower 2019	15,837.65-	.00	.00	.00	15,837.65-
324	CP-Water Plant Exp 2019	120,628.75-	1,784,324.70	1,683,734.75	.00	20,038.80-
325	SE 37TH HWY 141 PROJECT	495,035.04	.00	39,380.25	.00	455,654.79
326	2019 OVERLAY PROJECT	37,477.90	.00	.00	.00	37,477.90
327	SE 19TH & SW CO OVERLAY	185,778.03	.00	.00	.00	185,778.03
328	WRA SANI SEWER CONNECTION	55,300.65-	.00	27,729.60	.00	83,030.25-
329	NW TERRITORY LIFT STATION	1,324,120.70	.00	7,964.00	.00	1,316,156.70
330	GIS MAPPING	613.75-	.00	.00	.00	613.75-
331	GRIMES CROSS SANI SWR IMP	.00	.00	.00	.00	.00
332	ROAD USE EQUIPMENT	250,000.00	.00	.00	.00	250,000.00
333	WRA CAPITAL COSTS	.00	.00	.00	.00	.00
334	HWY44 & COUNTY LN RD 2020	844,530.60	.00	2,969.50	.00	841,561.10
335	N JAMES WATER ISOLATION	.00	.00	.00	.00	.00
336	SE 11th ST RR/James 2019	189,249.58	.00	1,485.00	.00	187,764.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	669,283.89	.00	.00	.00	669,283.89
339	HWY 141 & HWY 44 SIGNAL	168,376.89	.00	.00	.00	168,376.89
340	ANNUAL SIGNAL IMPROVEMENT	244,000.00	.00	.00	.00	244,000.00

TREASURER'S REPORT
CALENDAR 12/2020, FISCAL 6/2021

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	STREET/CORRIDOR STUDY	70,000.00	.00	3,412.50	.00	66,587.50
342	WATER SYSTEM STUDY	67,175.00	.00	.00	.00	67,175.00
343	JAMES ST CORRIDOR STUDY	105,153.00	.00	.00	.00	105,153.00
344	PAVEMENT COND ANALYSIS	121,049.50	.00	3,858.60	.00	117,190.90
349	SE 6TH & S JAMES INTERSEC	74,113.88	.00	.00	.00	74,113.88
350	GRIMES LIBRARY BLDG FUND	849,994.00	100.00	.00	.00	850,094.00
600	WATER	6,491,797.35	356,249.72	156,669.46	.00	6,691,377.61
601	WATER DEPOSITS	146,251.86	4,168.00	3,211.84	.00	147,208.02
602	WATER SINKING	192,401.74	.00	.00	.00	192,401.74
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	5,033,050.79	334,645.14	78,442.59	4,610.00-	5,284,643.34
611	SEWER SINKING	132,714.74	.00	.00	.00	132,714.74
670	LANDFILL/GARBAGE	293,041.96	46,058.82	101,802.23	.00	237,298.55
740	STORM WATER	2,244,211.40	62,274.91	18,926.94	1,325.00-	2,285,334.37
	Report Total	46,438,730.72	3,641,540.92	3,883,846.54	5,935.00-	46,190,490.10

BALANCE SHEET

CALENDAR 12/2020, FISCAL 6/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	429,588.40-	5,207,168.20
002-000-1110	CASH - LIBRARY	50,771.34-	37,628.38
110-000-1110	CASH - ROAD USE	35,853.07	2,494,636.03
112-000-1110	CASH - EMPLOYEE BENEFITS	119,883.07-	923,688.14
119-000-1110	CASH - EMERGENCY		2,447.84
121-000-1110	CASH - LOCAL OPTION SALES TAX	116,163.59	1,187,739.19
125-000-1110	CASH - TIF	85,527.84	1,901,281.22
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	8,853.88-	208,699.95
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	149,090.46
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	8,772.64	127,231.41
167-000-1111	CASH - PARKS RESTRICTED GIFTS		1,832.83
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	52,581.32	2,099,696.99
301-000-1110	CASH - CAPITAL PROJECTS	13,975.65-	6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
306-000-1110	CASH - CP - PRAIRIE/LITTLE BEA	825.00-	105,957.80
307-000-1110	CASH - CP - STORM WATER		150,000.00
308-000-1110	CASH-CP SW COUNTY LINE ROAD	397,264.96-	1,511,480.49
309-000-1110	CASH - CP - PARKS	42,555.32-	2,450,273.43
310-000-1110	CASH - CP-FIRE		500,000.00
312-000-1110	CASH - CP - S JAMES/SE 37TH ST		308,057.56
313-000-1110	CASH - CP - GRIMES COMM COMPLE		88,428.58
314-000-1110	CASH-NE GATEWAY/HOPE COMM	46,338.33-	93,245.88-
315-000-1110	CASH -N COMPLEX SANI CONNECT	53,638.06-	878,508.40
316-000-1110	CASH - WATER CAP IMPROVEMENT		135,394.61-
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-BEAVER CK WATERSHED PROJ		466,520.10
320-000-1110	CASH-NEW JORDAN WELL 2019	8,200.24	7,312.55
321-000-1110	CASH-ASR 2019		21,117.70
322-000-1110	CASH-16" WATER MAIN	73,137.74	35,926.14
323-000-1110	CASH-WATER TOWER 2019		15,837.65-
324-000-1110	CASH- WATER PLANT EXP 2019	100,589.95	20,038.80-
325-000-1110	CASH-SE 37TH /HWY 141 PROJ	39,380.25-	455,654.79
326-000-1110	CASH-2019 OVERLAY PROJECT		37,477.90
327-000-1110	CASH-SW 19TH & SW CO OVERLAY		185,778.03
328-000-1110	CASH-WRA SANI SEWER CONNECT	27,729.60-	83,030.25-
329-000-1110	NW TERRITORY LIFT STATION CASH	7,964.00-	1,316,156.70
330-000-1110	GIS MAPPING- CASH		613.75-
332-000-1110	CASH-ROAD USE EQUIPMENT		250,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	2,969.50-	841,561.10
336-000-1110	CASH-SE 11TH RR/JAMES 2019	1,485.00-	187,764.58
338-000-1110	FY20 Drain Prj 2nd/Beaver CASH		669,283.89
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		168,376.89
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		244,000.00
341-000-1110	STREET/CORRIDOR STUDY CASH	3,412.50-	66,587.50
342-000-1110	WATER SYSTEM STUDY CASH		67,175.00
343-000-1110	JAMES ST CORRIDOR STUDY CASH		105,153.00
344-000-1110	CASH PAVEMENT COND ANALYSIS	3,858.60-	117,190.90
349-000-1110	SE 6TH & JAMES INTERSEC CASH		74,113.88
350-000-1110	GRIMES LIB BLDG CASH	100.00	850,094.00

BALANCE SHEET
CALENDAR 12/2020, FISCAL 6/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
600-000-1110	CASH - WATER	198,089.85	4,032,164.86
601-000-1110	CASH - WATER DEPOSITS	956.16	144,785.80
602-000-1110	CASH - WATER SINKING		192,401.74
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	212,495.94	2,093,164.17
611-000-1110	CASH - SEWER SINKING		132,714.74
670-000-1110	CASH - SOLID WASTE	55,743.41-	237,298.55
740-000-1110	CASH - STORM WATER	41,115.38	2,239,139.14
		-----	-----
	CASH TOTAL	371,583.45-	35,614,117.27
005-000-1112	CASH - FD AUXILLARY	43.00-	13,972.97
		-----	-----
	CASH - FD AUXILLARY TOTAL	43.00-	13,972.97
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
		-----	-----
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
		-----	-----
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
		-----	-----
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
		-----	-----
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	.96	58,431.27
200-000-1150	CASH - IPAIT	.06	3,399.16
		-----	-----
	CASH - IPAIT TOTAL	1.02	61,830.43
600-000-1160	SAVINGS - WATER TAPPING	182.25	988,173.13
740-000-1160	SAVINGS - STORM WATER	7.59	46,195.23
		-----	-----
	SAVINGS TOTAL	189.84	1,034,368.36

BALANCE SHEET
CALENDAR 12/2020, FISCAL 6/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
610-000-1161	SAVINGS - SEWER TAPPING	350.21	1,031,196.74
	SAVINGS - RACCOON TOTAL	350.21	1,031,196.74
600-000-1162	SAVINGS - VISION	1,308.16	1,030,326.95
	SAVINGS - VISION TOTAL	1,308.16	1,030,326.95
601-000-1170	WATER DEPOSIT CD 25712		2,422.22
	CD'S - CITY STATE TOTAL	.00	2,422.22
001-000-1171	CEMETERY CD 1 304927		30,815.51
001-000-1172	CEMETERY CD 3 222910		19,704.59
001-000-1173	CEMETERY CD 12014736	324.88	20,574.37
	CD'S BANKERS TRUST TOTAL	324.88	71,094.47
001-000-1174	CD# 12510837 - GENERAL	41,232.66	2,097,232.64
	CD# 12510837 - GENERAL TOTAL	41,232.66	2,097,232.64
001-000-1175	CD# 12396252 - GENERAL	41,232.66	2,097,232.64
	CD# 12396252 - GENERAL TOTAL	41,232.66	2,097,232.64
610-000-1178	CHARTER SEW TAP CD	38,746.40	2,068,746.70
	CHARTER SEW TAP CD TOTAL	38,746.40	2,068,746.70
	TOTAL CASH	248,240.62	46,190,490.10

BUDGET REPORT
CALENDAR 12/2020, FISCAL 6/2021

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,441,050.00	114,323.00	686,368.90	47.63	754,681.10
	FIRE TOTAL	727,653.00	58,620.19	305,671.51	42.01	421,981.49
	AMBULANCE TOTAL	1,531,657.00	146,653.25	714,960.06	46.68	816,696.94
	BUILDING INSPECTIONS TOTAL	1,797,931.00	117,434.18	755,828.15	42.04	1,042,102.85
	ANIMAL CONTROL TOTAL	21,000.00	113.00	2,167.19	10.32	18,832.81
	PUBLIC SAFETY TOTAL	5,519,291.00	437,143.62	2,464,995.81	44.66	3,054,295.19
	ROADS, BRIDGES, SIDEWALKS TOTA	2,478,504.00	164,213.42	763,185.65	30.79	1,715,318.35
	STREET LIGHTING TOTAL	198,587.00	12,433.37	88,051.89	44.34	110,535.11
	TRAFFIC CONTROL & SAFETY TOTA	15,000.00	4,481.12	7,406.12	49.37	7,593.88
	SNOW REMOVAL TOTAL	240,860.00	42,622.00	68,093.82	28.27	172,766.18
	PUBLIC WORKS TOTAL	2,932,951.00	223,749.91	926,737.48	31.60	2,006,213.52
	WATER,AIR,MOSQUITO CONTRO TOTA	25,000.00	.00	18,200.00	72.80	6,800.00
	HEALTH & SOCIAL SERVICES TOTA	25,000.00	.00	18,200.00	72.80	6,800.00
	LIBRARY TOTAL	821,351.00	65,521.23	342,088.42	41.65	479,262.58
	PARKS TOTAL	1,023,290.00	43,138.61	310,903.29	30.38	712,386.71
	NORTH COMPLEX TOTAL	20,000.00	1,755.00	7,929.35	39.65	12,070.65
	SOUTH COMPLEX TOTAL	20,000.00	2,777.16	8,621.22	43.11	11,378.78
	RECREATION TOTAL	300,900.00	26,831.55	89,703.67	29.81	211,196.33
	REC - YOUTH PROGRAMS TOTAL	23,700.00	.00	597.80	2.52	23,102.20
	REC - YOUTH SPORTS TOTAL	22,750.00	.00	3,568.64	15.69	19,181.36
	REC - ADULT PROGRAMS TOTAL	2,000.00	405.00	675.00	33.75	1,325.00
	REC - ADULT SPORTS TOTAL	2,000.00	.00	.00	.00	2,000.00
	CEMETERY TOTAL	39,500.00	25.79	214.91	.54	39,285.09
	GCC-GRIMES COMM COMPLEX TOTAL	154,270.00	6,089.39	34,585.47	22.42	119,684.53
	CULTURE & RECREATION TOTAL	2,429,761.00	146,543.73	798,887.77	32.88	1,630,873.23
	ECONOMIC DEVELOPMENT TOTAL	2,363,760.00	9,813.37	1,123,453.34	47.53	1,240,306.66
	COMMUNITY & ECONOMIC DEV TOTA	2,363,760.00	9,813.37	1,123,453.34	47.53	1,240,306.66
	MAYOR/COUNCIL/CITY MGR TOTAL	337,825.00	23,544.65	131,525.93	38.93	206,299.07
	CLERK/TREASURER/ADM TOTAL	598,112.00	58,670.07	279,252.13	46.69	318,859.87
	ELECTIONS TOTAL	30,000.00	20,000.00	20,000.00	66.67	10,000.00
	LEGAL SERVICES/ATTORNEY TOTAL	178,000.00	49,272.82	107,872.45	60.60	70,127.55
	CITY HALL/GENERAL BLDGS TOTAL	373,300.00	36,082.37	156,625.92	41.96	216,674.08
	TORT LIABILITY TOTAL	20,000.00	.00	.00	.00	20,000.00
	OTHER GENERAL GOVERNMENT TOTA	167,731.00	50.94	20,972.48	12.50	146,758.52
	GENERAL GOVERNMENT TOTAL	1,704,968.00	187,620.85	716,248.91	42.01	988,719.09

BUDGET REPORT
CALENDAR 12/2020, FISCAL 6/2021

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	491,520.00	.00	56,060.00	11.41	435,460.00
	2007 BOND TOTAL	727,382.00	250.00	43,640.63	6.00	683,741.37
	2012 BOND TOTAL	393,535.00	.00	4,123,067.31	1,047.70	3,729,532.31-
	2015 BOND TOTAL	858,413.00	250.00	41,656.25	4.85	816,756.75
	2017A BOND TOTAL	543,632.00	300.00	146,815.63	27.01	396,816.37
	2017 REFINANCING BOND TOTAL	576,775.00	250.00	103,337.50	17.92	473,437.50
	2020 GO BOND TOTAL	1,262,347.00	.00	72,669.99	5.76	1,189,677.01
		-----	-----	-----	-----	-----
	DEBT SERVICE TOTAL	4,853,604.00	1,050.00	4,587,247.31	94.51	266,356.69
	FIRE TOTAL	200,000.00	.00	.00	.00	200,000.00
	AMBULANCE TOTAL	300,000.00	.00	.00	.00	300,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	5,264,500.00	509,509.79	4,902,303.39	93.12	362,196.61
	STREET LIGHTING TOTAL	250,000.00	.00	6,000.00	2.40	244,000.00
	LIBRARY TOTAL	500,000.00	.00	.00	.00	500,000.00
	PARKS TOTAL	1,000,000.00	42,555.32	112,640.99	11.26	887,359.01
	GCC-GRIMES COMM COMPLEX TOTAL	76,500.00	.00	.00	.00	76,500.00
	CITY HALL/GENERAL BLDGS TOTAL	.00	.00	18,114.01	.00	18,114.01-
	WATER TOTAL	15,500,000.00	1,877,475.23	8,111,215.82	52.33	7,388,784.18
	SEWER/SEWAGE DISPOSAL TOTAL	18,350,000.00	89,331.66	401,119.82	2.19	17,948,880.18
	STORM WATER TOTAL	550,000.00	.00	61,211.98	11.13	488,788.02
		-----	-----	-----	-----	-----
	CAPITAL PROJECTS TOTAL	41,991,000.00	2,518,872.00	13,612,606.01	32.42	28,378,393.99
	WATER TOTAL	3,876,497.00	159,881.30	1,137,060.64	29.33	2,739,436.36
	SEWER/SEWAGE DISPOSAL TOTAL	2,891,133.00	78,442.59	1,186,943.06	41.05	1,704,189.94
	LANDFILL/GARBAGE TOTAL	691,415.00	101,802.23	271,448.28	39.26	419,966.72
	STORM WATER TOTAL	497,965.00	18,926.94	117,945.33	23.69	380,019.67
		-----	-----	-----	-----	-----
	ENTERPRISE FUNDS TOTAL	7,957,010.00	359,053.06	2,713,397.31	34.10	5,243,612.69
	TRANSFERS IN/OUT TOTAL	7,162,907.00	.00	293,566.00	4.10	6,869,341.00
		-----	-----	-----	-----	-----
	TRANSFER OUT TOTAL	7,162,907.00	.00	293,566.00	4.10	6,869,341.00
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	76,940,252.00	3,883,846.54	27,255,339.94	35.42	49,684,912.06
		=====	=====	=====	=====	=====

REVENUE REPORT
CALENDAR 12/2020, FISCAL 6/2021

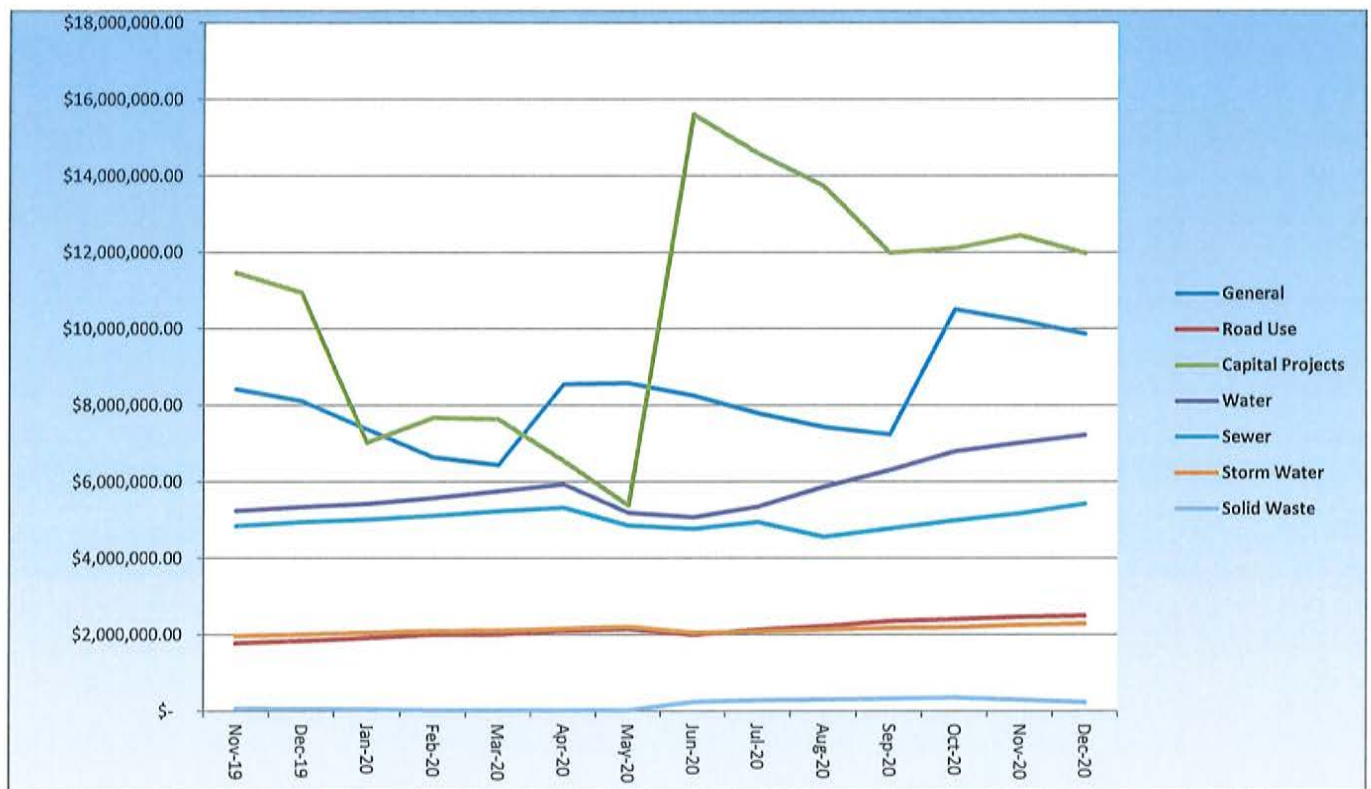
PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	10,487,774.00	350,883.90	5,531,795.98	52.75	4,955,978.02
	LIBRARY FUND TOTAL	628,832.00	524.95	316,363.47	50.31	312,468.53
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	370.00	1.68	21,630.00
	ROAD USE TAX TOTAL	1,450,720.00	140,090.48	856,281.25	59.02	594,438.75
	EMPLOYEE BENEFITS TOTAL	1,824,548.00	21,976.69	561,908.40	30.80	1,262,639.60
	EMERGENCY FUND TOTAL	.00	.00	2,447.84	.00	2,447.84-
	LOCAL OPTION SALES TAX TOTAL	1,808,000.00	116,163.59	761,953.90	42.14	1,046,046.10
	TAX INCREMENT FINANCING TOTAL	3,904,556.00	85,527.84	1,959,512.51	50.19	1,945,043.49
	HOTEL/MOTEL/ECON DEV TOTAL	100,000.00	.00	36,497.44	36.50	63,502.56
	ECO DEVELOPMENT REVOLVING TOTA	12,836.00	1,069.70	6,418.20	50.00	6,417.80
	RESTRICTED GIFTS TOTAL	12,000.00	8,772.64	12,977.30	108.14	977.30-
	DEBT SERVICE TOTAL	4,322,976.00	53,631.38	5,445,538.75	125.97	1,122,562.75-
	CP - ROAD DEVELOPMENT TOTAL	.00	.00	4,000.00	.00	4,000.00-
	STM WATER MASTER PLAN TOTAL	150,000.00	.00	.00	.00	150,000.00
	CP - STORM WATER TOTAL	400,000.00	.00	.00	.00	400,000.00
	CP-SW COUNTY LINE ROAD TOTAL	2,000,000.00	.00	.00	.00	2,000,000.00
	CP - PARKS TOTAL	1,000,000.00	.00	17,295.80	1.73	982,704.20
	CP - FIRE TOTAL	500,000.00	.00	.00	.00	500,000.00
	CP - S JAMES/SE 37TH ST TOTAL	.00	.00	25,000.00	.00	25,000.00-
	CP-NE GATEWAY/HOPE COMM TOTAL	1,900,000.00	.00	1,574,234.98	82.85	325,765.02
	CP N COMPLEX SANI CONNECT TOTA	.00	.00	17,500.00	.00	17,500.00-
	CP-New Jordan Well 2019 TOTAL	.00	199,747.29	350,683.89	.00	350,683.89-
	CP-16" Water Main TOTAL	.00	75,331.17	132,485.02	.00	132,485.02-
	CP-Water Tower 2019 TOTAL	1,000,000.00	.00	1,213,768.45	121.38	213,768.45-
	CP-Water Plant Exp 2019 TOTAL	14,400,000.00	1,784,324.70	6,448,080.66	44.78	7,951,919.34
	WRA SANI SEWER CONNECTION TOTA	17,000,000.00	.00	209,579.97	1.23	16,790,420.03

REVENUE REPORT
CALENDAR 12/2020, FISCAL 6/2021

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	NW TERRITORY LIFT STATION TOTA	1,350,000.00	.00	.00	.00	1,350,000.00
	GIS MAPPING TOTAL	280,000.00	.00	.00	.00	280,000.00
	ROAD USE EQUIPMENT TOTAL	463,000.00	.00	.00	.00	463,000.00
	HWY 141 & HWY 44 SIGNAL TOTAL	421,500.00	.00	.00	.00	421,500.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	250,000.00	.00	.00	.00	250,000.00
	STREET/CORRIDOR STUDY TOTAL	200,000.00	.00	.00	.00	200,000.00
	WATER SYSTEM STUDY TOTAL	100,000.00	.00	.00	.00	100,000.00
	GRIMES LIBRARY BLDG FUND TOTA	500,000.00	100.00	100.00	.02	499,900.00
	WATER TOTAL	4,266,874.00	356,249.72	3,259,739.93	76.40	1,007,134.07
	WATER DEPOSITS TOTAL	10,040.00	4,168.00	26,918.52	268.11	16,878.52-
	WATER SINKING TOTAL	1,569,169.00	.00	.00	.00	1,569,169.00
	SEWER TOTAL	2,977,500.00	334,645.14	1,842,572.10	61.88	1,134,927.90
	SEWER SINKING TOTAL	1,089,098.00	.00	.00	.00	1,089,098.00
	LANDFILL/GARBAGE TOTAL	736,353.00	46,058.82	264,622.27	35.94	471,730.73
	STORM WATER TOTAL	674,500.00	62,274.91	363,088.63	53.83	311,411.37
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		77,812,276.00	3,641,540.92	31,241,735.26	40.15	46,570,540.74
		=====	=====	=====	=====	=====



City of Grimes Claims 1 26 2021

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT	133.1
CENTRAL PUMP AND MOTOR	REPLACE BEARING IN BLOWER MOTO	1,135.68
ICAP	CITY PROPERTY INSURANCE	198,645.00
PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	845.19
ALLENDER BUTZKE ENGINEERS	RO WATER TREATMENT PLANT	751.2
EUROFINS TESTAMERICA	STATE TESTS	1,754.00
BAKER & TAYLOR	LIBRARY MATERIALS	1,251.61
BANKERS TRUST COMPANY	Bank fees	74.98
BLACK HILLS ENERGY	GAS	2,487.72
BLUE TARP CREDIT SERVICES	TUBING-REPAIRS	5.99
BOMGAARS	SAFETY/SHOP SUPPLIES	422.24
BSN SPORTS	35 BASKETBALLS	840
CITY OF URBANDALE	METRO SALT STG-INSURANCE COST	101.16
CENTRAL IOWA PEST	GCC PEST CONTROL	325
CENTRAL IOWA MECHANICAL	HVAC MAINTENANCE/GCC	3,273.00
CIVIL DESIGN ADVANTAGE	WRA SANITARY SEWER CONNECTION	1,030.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,121.48
CONSTRUCTION & AGGREGATE	RED PVC	255
CORE & MAIN	REPAIRS 313 NE EWING	651.64
CUSTOM STEEL BUILDERS	SNOWPLOW BLADES	2,000.00
DELTA DENTAL OF IOWA	DENTAL PRE-TAX	167.79
FOX ENGINEERING ASSOCIATE	JORDAN WELL	2,917.50
FIRE RECOVERY EMS	DECEMBER 20 FEE	76.2
GRIMES CHAMBER & ECONOMIC	NOV/DEC 2020 ALLOCATION/EXPENSES	17,072.67
HACH COMPANY	LAB CHEMICALS	843.77
HAWKINS INC.	CHLORINE	9,782.80
WHEELER JAMES	YOUTH BASKETBALL REFUND	55
HILLYARD	PLASTIC GLOVES/PW SUPPLIES	530.5
HOTSY CLEANING SYSTEMS, I	EQUIP MAINT	6.02
RELIANT GASES, LTD	CHEMICALS	1,249.57
STATE HYGIENIC LABORATORY	STATE TESTS	243.5
INTERSTATE BATTERY	BATTERIES - OFFICE	17.5
IOWA DEPT.OF TRANSPORTION	BRINE	1,169.05
IOWA ONE CALL	LOCATES	180
IOWA PRISON INDUSTRIES	SIGN MATERIAL SW CO LN RD	2,237.00
IOWA SIGNAL INC	DCG HIGHSCHOOL SIGNALS REPAIR	325
KECK ENERGY	FUEL	2,790.65
KLINE ELECTRIC INC	ST LIGHT REPAIR FRONT OF MERCY	955
LEE CHAMBERLIN CONSULTANT	GIS PROGRAM	16,897.00
LAWSON PRODUCTS	EQUIP MAINT	47
LOGOED APPAREL & PROMOTIO	GCC STAFF APPAREL	324.3
MAIL SERVICES	MONTHLY STATEMENTS	3,394.27
MEDIACOM	BUSINESS INTERNET	211.94
MIDAMERICAN ENERGY	ELECTRIC	10,956.16
MISSISSIPPI LIME CO.	LIME DELIVERY	4,280.40
O'HALLORAN INTERNATIONAL	EQUIP MAINT	1,095.76
O'REILLY AUTO PARTS	BATTERY/WARRANTY REPLACEMENT	106.36
OFFICE DEPOT LIBRARY	TAPE	73.09
OFFICE DEPOT CITY HALL	TONER & WRITING PADS	329.23
TRUE VALUE	CEMETARY FLAGS	36.97
ARNOLD MOTOR SUPPLY	EQUIP MAINT	132.38
SCHULING HITCH COMPANY	EQUIP REPAIRS-ADJUST COUPLER	119.95
SECRETARY OF STATE NOTARY	NOTARY WOODKE	30
SHRED-IT USA	SHRED IT SERVICE	147.82
SPRAYER SPECIALTIES	EQUIP MAINT	637.65
STEW HANSEN	BLDG SERVICES VEHICLES	52,110.00
STIVERS FORD	EQUIP UPGRADES TO 2021 F250	2,670.00

P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,251.92
SYNCB/AMAZON	LIBRARY PROG SUPPLIES/OFFICE	978.84
THORPE WATER DEVELOPMENT	REPAIR LEAK 313 NE EWING	2,250.00
TOMPKINS INDUSTRIES INC.	VEHICLE MAINT	97.3
TRIPLETT OFFICE ESSENTIAL	BLDG SERV BOOKCASE & INSTALL	324
TOTAL QUALITY	JANUARY 21 BILLING	12,022.45
UNIQUE MANAGEMENT SERVICE	COLLECTION SERVICE	17.9
US WATER	Monthly bill	72,062.05
USA BLUE BOOK	PIPET	367.44
VERIZON WIRELESS, BELLEVU	CELL PHONES & IPADS	429.84
VAN METER INC.	BLDG MAINT	660.48
VAN WALL EQUIPMENT	FRONT WEIGHT & BRACKET SNOW	725.1
WELLMARK BLUE CROSS	EMP HEALTH INS	49,839.27
WEBSPEC DESIGN	WEBSITE HOSTING	1,280.00
WHITFIELD & EDDY	DECEMBER 2020 PROF EXPENSES	13,920.00
WILLIAMS SCOTSMAN, INC	JAN 21 LEASE	359
MERCYONE OCCUPATIONAL HEA	FIREMAN PHYSICAL - CARL	843
CENTURY LINK	PHONE	2,346.87
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	2,078.84
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT	186.58
EFTPS	FED/FICA TAX	40,753.38
DES MOINES WATER WORKS	LEAK DETECTION SERVICE	211
DES MOINES ASPHALT & PAVE	COLD MIX-STREET MAINT	270
MENARDS-GRIMES	SAFETY & EQUIP MAINT	1,196.53
BOOT BARN	SAFETY - A GOODVIN	112.48
BULK TRANSPORT CO EAST	LIME DELIVERY CHARGE	1,934.41
COPY SYSTEMS INC	COPIER CONTRACT	39
TOTAL TRUCK	TOOL BOX FOR NEW PICKUP-PW	1,600.00
VOYA	DEFER COMP	1,606.00
FOTH INFRASTRUCTURE & ENV	JAMES ST CORRIDOR STUDY	23,332.30
PROHASKA, JOSH	BASKETBALL REFUND	200
AIG	DEFER COMP PRE	432.5
HORACE MANN	DEFER COMP ROTH	175
MASSMUTUAL	DEFER COMP PRE	445
CENTURY LINK 02	PHONE	179.73
SEEMAN, KANDI	YOUTH BASKETBALL REFUND	55
MICROMARKETING LLC	LIBRARY MATERIALS	189.57
LANE, JANNAE	REFUND GYM RENTAL	20
RAFTELIS FINANCIAL	WATER RATE ANALYSIS	1,115.00
AMERICAN MECHANICAL	REPLACE HVAC-GCC	9,741.00
RELIABLE MAINTENANCE CO	GCC CLEANING - DECEMBER	1,550.00
KROLAK, ERICA	YOUTH BASKETBALL REFUND	80
MAAS, BRECKEN	YOUTH BASKETBALL REFUND	80
NEAL, TRELL	YOUTH BASKETBALL REFUND	55
OBERENDER, ZAC	YOUTH BASKETBALL REFUND	55
KUHNS, SHAYNA	YOUTH BASKETBALL REFUND	70
WARD, LORI	YOUTH BASKETBALL REFUND	140
SCHLOSSER, JANELL	YOUTH BASKETBALL REFUND	70
HACH, LINDSAY	YOUTH BASKETBALL REFUND	90
COMPETITIVE EDGE	YOUTH BASKETBALL JERSEYS	915
WEST DES MOINES WATER WKS	DRINKING WATER STUDY	11,423.86
SULJIC, SENAD	YOUTH BASKETBALL REFUND	55
COVER ONE	LIBRARY BOOK REPAIR MACHINE	1,802.52
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	113,288.18
	CLAIMS TOTAL	726,647.13
	GENERAL FUND	344,387.07
	LIBRARY FUND FUND	20,570.67
	ROAD USE TAX FUND	59,890.79

EMPLOYEE BENEFITS FUND	41,771.50
RESTRICTED GIFTS FUND	1,802.52
CP-SW COUNTY LINE ROAD FUND	2,237.00
CP-New Jordan Well 2019 FUND	2,917.50
CP-Water Plant Exp 2019 FUND	751.2
WRA SANI SEWER CONNECTION FUND	2,830.00
GIS MAPPING FUND	12,204.50
SE 11th ST RR/James 2019 FUND	720
FY20 Drain prj 2nd/beaver FUND	4,692.50
JAMES ST CORRIDOR STUDY FUND	22,776.32
SE 6TH & S JAMES INTERSEC FUND	555.98
WATER FUND	130,245.82
SEWER FUND	75,653.56
LANDFILL/GARBAGE FUND	147.82
STORM WATER FUND	2,492.38

726,647.13

DECEMBER MONTHLY REVENUE

GENERAL FUND	350,883.90
LIBRARY FUND	524.95
ROAD USE TAX FUND	140,090.48
EMPLOYEE BENEFITS FUND	21,976.69
LOCAL OPTION SALES TAX FUND	116,163.59
TAX INCREMENT FUND	85,527.84
RESTRICTED GIFTS FUND	9,842.34
DEBT SERVICE FUND	53,631.38
CAPITAL PROJECT FUND	2,059,503.16
WATER FUND	360,417.72
SEWER FUND	334,645.14
LANDFILL/GARBAGE FUND	46,058.82
STORM WATER FUND	62,274.91

3,641,540.92

Amazon Charges	<u>Amount</u>	<u>Description</u>
City Hall	\$14.74	Thank You cards
GCC	\$215.00	48 port network switch
Water/Sewer		
Develop Services	\$122.10	2 bulletin boards & office supplies
	\$214.99	48 port network switch
Public Works		
Library	\$309.92	Materials
	\$71.95	pens & soap
	\$30.14	programming supplies
	\$978.84	

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTHWEST TERRITORY LIFT STATION AND FORCE MAIN", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 01-2021

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTHWEST TERRITORY LIFT STATION AND FORCE MAIN

WHEREAS, on the 15th day of December, 2020, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Northwest Territory Lift Station and Force Main; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 26th day of January, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams



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

AGENDA MEMO

Item No. X
For Meeting of January 26, 2021

AGENDA HEADING: Northwest Territory Lift Station and Force Main – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bond. This project was bid on January 19, 2021 and the following are the results:

On Track Construction, LLC - \$1,652,201.00
Graff Excavating, Inc. - \$1,817,325.00
Vanderpool Construction, Inc. - \$1,859,994.00
Thorpe Water Development Co. - \$1,860,532.00
Synergy Contracting, LLC - \$1,876,180.00
Rognes Corp. - \$1,919,100.50
S.M. Hentges & Sons, Inc. - \$1,975,524.40
R & R Excavating, Inc. - \$1,981,229.77
Boomerang Corporation - \$2,027,098.00
J&K Contracting, LLC - \$2,300,153.00
Terry's Backhoe Service, Inc. - \$2,414,070.62
Engineering Estimate - \$1,656,498.00

The results from the bidding showed a lot of interest in this project with a good grouping of bids around \$1,900,000.00 and the low bidder just under the engineer's estimate. The low bidder is On Track Construction, LLC of Nevada, Iowa. Veenstra & Kimm has worked with On Track Construction, LLC on several projects involving underground utility work. On Track Construction, LLC's experience with lift stations is limited, but most of that work will be subcontracted. Although On Track Construction, LLC has limited lift station experience, Veenstra & Kimm believes they have the capabilities to handle this project.



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

FISCAL IMPACT: This project came in just under the engineer's estimate and is in the current Capital Improvements Program for construction this year. There are 2 benefited sanitary sewer connection fee districts setup to help recoup a portion of the costs associated with the construction of the lift station & force main and the gravity sanitary sewer associated with this project.

PREVIOUS COUNCIL ACTION(S): Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTHWEST TERRITORY LIFT STATION AND FORCE MAIN", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2021, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 01-1921

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTHWEST TERRITORY LIFT STATION AND FORCE MAIN

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Northwest Territory Lift Station and Force Main, described in the plans and specifications heretofore adopted by this Council on January 26, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **On Track Construction, LLC of Nevada, Iowa**

Amount of bid: **\$1,652,201.00**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 26th day of January, 2021.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTHWEST TERRITORY LIFT STATION AND FORCE MAIN", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 01-1821

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND
FOR THE NORTHWEST TERRITORY LIFT STATION AND FORCE MAIN

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Northwest Territory Lift Station and Force Main, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **On Track Construction, LLC** of **Nevada, Iowa**

Amount of bid: **\$1,652,201.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 26th day of January, 2021.

Mayor

ATTEST:

City Clerk



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

AGENDA MEMO

For Meeting of January 26, 2021

AGENDA HEADING:

Resolution Accepting Easements – Northwest Territory Lift Station

SYNOPSIS:

Over the past 3-4 months, staff has been negotiating easements for the construction of the Northwest Territory Lift Station and Trunk Sewer. All necessary easements have been acquired, and staff is now ready for the City Council to accept the easements.

There are 7 easements in total. 4 are perpetual and 3 are temporary.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve purchase agreements

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Accepting Easements

RESOLUTION ACCEPTING EASEMENTS FOR THE NORTHWEST TERRITORY LIFT
STATION AND TRUNK SEWER PROJECT

WHEREAS, the owner(s) of certain property described on Exhibit A in the City of Grimes, Iowa (the "Property") has submitted to the City of Grimes various temporary and perpetual easements in connection with the development of a public lift station, sanitary sewer force main and sanitary sewer gravity main, referred to as the Northwest Territory Lift Station project; and

WHEREAS, the City desires to accept the easements; and

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

1. That the Sanitary Sewer Easement over the Ballard Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
2. That the Temporary Construction Easement over the Gibbons Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
3. That the Sanitary Sewer Easement over the Gibbons Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
4. That the Temporary Construction Easement over the Koethe Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
5. That the Lift Station and Sanitary Sewer Easement over the Koethe Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
6. That the Temporary Construction Easement over the Koethe Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
7. That the Sanitary Sewer Easement over the Koethe Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.

PASSED AND APPROVED this ____ day of _____, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY
ASSESSOR**

BALLARD:

LOT 4, CHEVALIA RUN PLAT 2

PIN: 240/00714-047-128

and

GIBBONS:

SE 1/4 NE 1/4 LESS 1 A ROAD SEC 30-80-25

PIN: 240/00483-000-000

and

KOETHE:

NW 1/4 NE 1/4 SEC 30-80-25

PIN: 240/00481-000-000

and

KOETHE:

NE 1/4 NW FRL 1/4 SEC 30-80-25

PIN: 311/00016-408-000

Preparer Information

<u>Alex Pfaltzgraff</u>	<u>410 SE Main Street, Unit 102</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-4050</u>
Name	Street Address	City,State,Zip	Area Code-Phone

When Recorded Return to:

<u>City of Grimes,</u>	<u>101 NE Harvey St,</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-3036</u>
Name	Street Address	City,State,Zip	Area Code-Phone

SANITARY SEWER EASEMENT

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

SEE EXHIBIT A

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area. Sanitary Sewers are for the purpose of serving areas as from time to time may be determined by the City.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect structures under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City, unless otherwise stated herein. For the purposes of this Easement Area, fences may be installed within the easement area, provided a gate for access to the area is provided. Additionally, landscaping may be installed within easement area, provided it is not installed within a 5-foot area on either side of the improvement.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City

shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area. Any trees removed or damaged as part of the construction or maintenance of the improvements shall be replaced on the property.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

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

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

Signed this 15 day of Dec, 2020

By James Ballard

Name: James Ballard

Title: _____

By Maxine Ballard

Name: Maxine Ballard

Title: _____

STATE OF Iowa)
) SS.

COUNTY OF Polk)

On this 15th day of December, 2020, before me, the undersigned personally appeared James Ballard and Maxine Ballard, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Katie Brecht
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)

COUNTY OF POLK) SS
)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20 __, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20 __.

City Clerk of Grimes, Iowa

EASEMENT DRAWING

EAS-01

FOR PERPETUAL SANITARY SEWER BEING CONVEYED TO
THE CITY OF GRIMES, IOWA

PROPERTY OWNER:

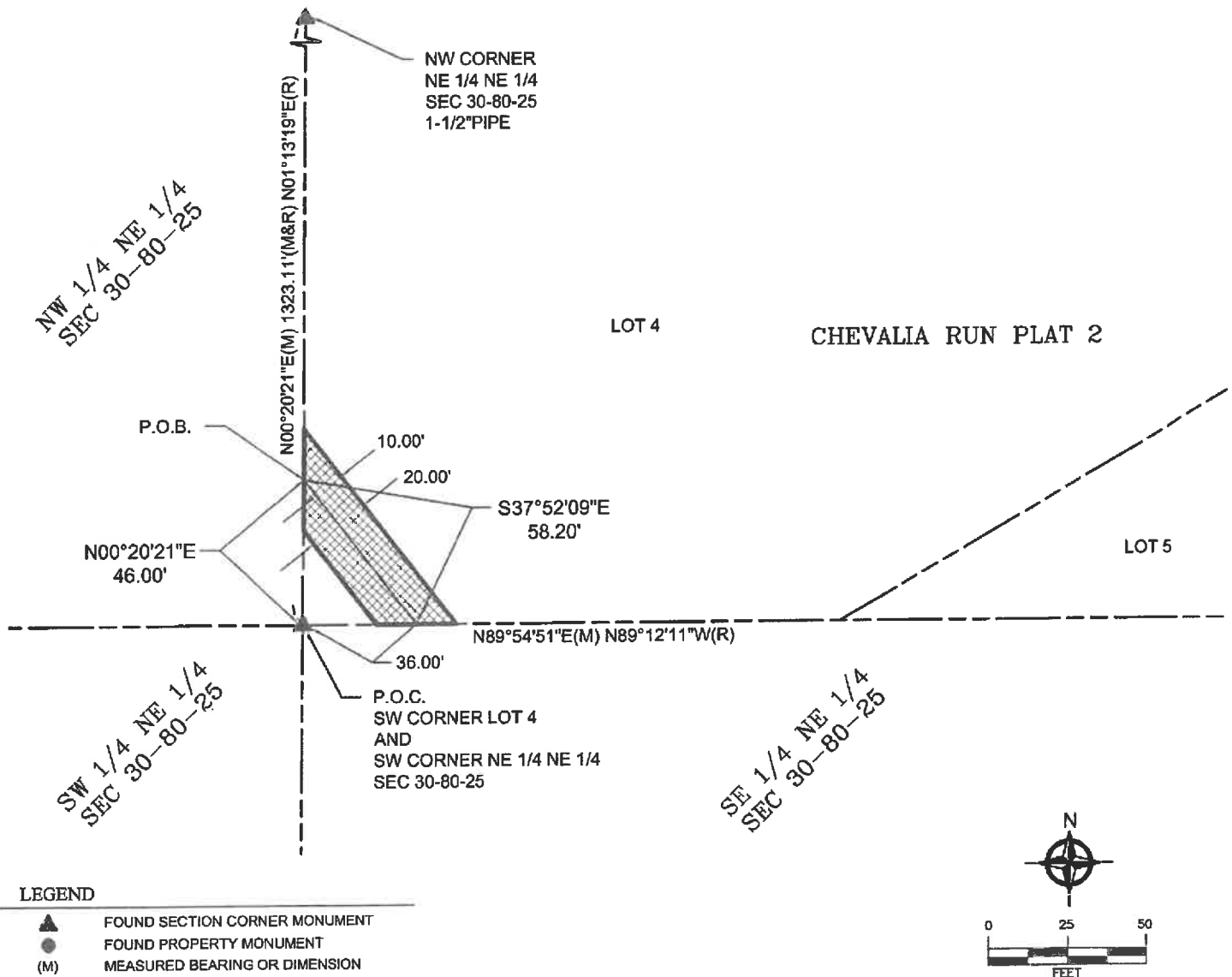
MAXINE M. BALLARD PROPERTY
MANAGEMENT TRUST UAD
SEPTEMBER 12, 2012 &
JAMES E. BALLARD PROPERTY
MANAGEMENT TRUST UAD
SEPTEMBER 12, 2012
12928 NW 85TH AVE
GRIMES, IA 50111
BOOK 14472, PAGE 682
BOOK 14472, PAGE 684

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN LOT 4 IN CHEVALIA RUN PLAT 2, AN
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, BEING A STRIP
20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00°20'21" EAST
ALONG THE WEST LINE OF SAID LOT 4, 46.00 FEET TO THE POINT BEGINNING; THENCE SOUTH
37°52'09" EAST, 58.20 FEET TO THE SOUTH LINE OF SAID LOT 4 TO THE TERMINUS.

CONTAINING 1,164 SQUARE FEET, MORE OR LESS.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ PERPETUAL EASEMENT 1,164 SQ.FT.

FIELD SURVEY COMPLETED: AUGUST 2020

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110

DATE: 11-13-20



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (TATS)

SHEET
1 OF 1

Preparer Information

Alex Pfaltzgraff	410 SE Main Street, Unit 102	Grimes, Iowa 50111	(515) 986-4050
Name	Street Address	City,State,Zip	Area Code-Phone

When Recorded Return to:

City of Grimes,	101 NE Harvey St,	Grimes, Iowa 50111	(515) 986-3036
Name	Street Address	City,State,Zip	Area Code-Phone

SANITARY SEWER EASEMENT

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

SEE EXHIBIT A

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area. Sanitary Sewers are for the purpose of serving areas as from time to time may be determined by the City.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect structures under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City, unless otherwise stated herein. For the purposes of this Easement Area, fences may be installed within the easement area, provided a gate for access to the area is provided. Any buildings existing at the time of execution of this easement may remain within the easement area.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City

to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

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

Signed this 5 day of January, 2021.

By Joe Gibbons

Name:

Title: JOE Gibbons, owner

By _____

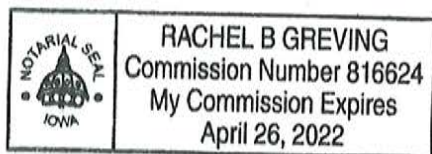
Name:

Title: _____

STATE OF Iowa)
) SS.

COUNTY OF Polk

On this 5 day of January, 2021 before me, the undersigned personally appeared _____,
known to me to be the identical persons named in and who executed the foregoing instrument
and acknowledged that they executed the same as their voluntary act and deed.



Rachel Greving
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa

EAS-02

FOR PERPETUAL SANITARY SEWER BEING CONVEYED TO
THE CITY OF GRIMES, IOWA

PROPERTY OWNER:

JOSEPH E. GIBBONS
8660 PLUM DR
URBANDALE, IA 50322
BOOK 8222, PAGE 166

PHYSICAL ADDRESS:

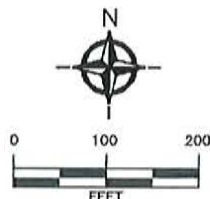
12971 NW 82ND AVENUE
URBANDALE, IA 50322

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK COUNTY, IOWA, BEING A STRIP 20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

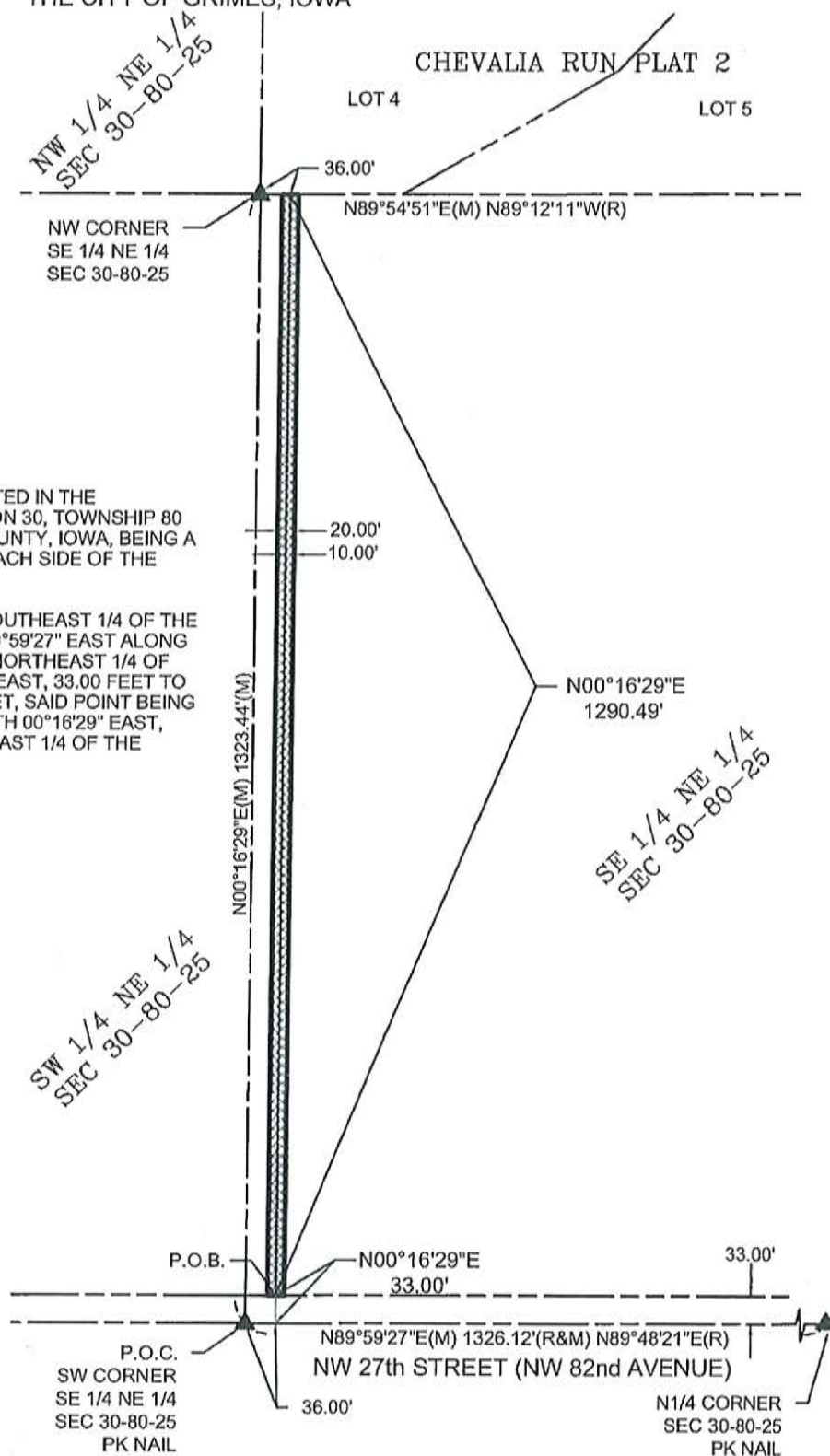
COMMENCING AT THE SOUTHWEST CORNER OF SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE NORTH 89°59'27" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, 36.00 FEET; THENCE NORTH 00°16'29" EAST, 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NW 27th STREET, SAID POINT BEING THE POINT BEGINNING; THENCE CONTINUING NORTH 00°16'29" EAST, 1290.49 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30 TO THE TERMINUS.

CONTAINING 25,810 SQUARE FEET, MORE OR LESS.



LEGEND

- | | |
|---|----------------------------------|
| ▲ | FOUND SECTION CORNER MONUMENT |
| ● | FOUND PROPERTY MONUMENT |
| (M) | MEASURED BEARING OR DIMENSION |
| (R) | RECORDED BEARING OR DIMENSION |
| --- | SECTION LINE |
| --- | PROPERTY LINE |
|  | PERPETUAL EASEMENT 25.974 SQ.FT. |



FIELD SURVEY COMPLETED: AUGUST 2020

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110 DATE: 12-02-20



VEENSTRA & KIMM, INC.
 1000 Westown Parkway • West Des Moines, Iowa 50266-1320
 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

SHEET
1 OF 2

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the Northwest Territory Lift Station Project (the "Project").

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

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate transition of property.
2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.
4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.
5. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage

or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the completion and final acceptance of the Project by the City by Resolution of the City Council of the City.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

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

Signed this 5 day of January, ~~2020~~
2021

GRANTOR:

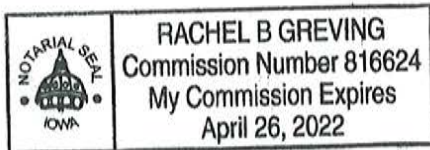
By: Joe Hibbons

By: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 5 day of January, ~~2020~~²⁰²¹, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

_____,
to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



Rachel Greving
Notary Public in and for the
State of Iowa
My commission expires: Apr. 26, 2022

STATE OF IOWA)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Rochelle Williams
City Clerk of City of Grimes, Iowa

EAS-02

FOR TEMPORARY CONSTRUCTION BEING CONVEYED TO
THE CITY OF GRIMES, IOWA

PROPERTY OWNER:

JOSEPH E. GIBBONS
8660 PLUM DR
URBANDALE, IA 50322
BOOK 8222, PAGE 166

PHYSICAL ADDRESS:

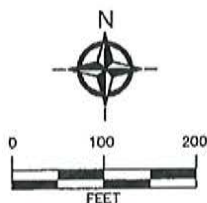
12971 NW 82ND AVENUE
URBANDALE, IA 50322

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK COUNTY, IOWA, BEING A STRIP 50.00 FEET IN WIDTH LYING 20.00 FEET ON THE WEST SIDE AND 30.00 FEET ON THE EAST SIDE OF THE FOLLOWING DESCRIBED LINE:

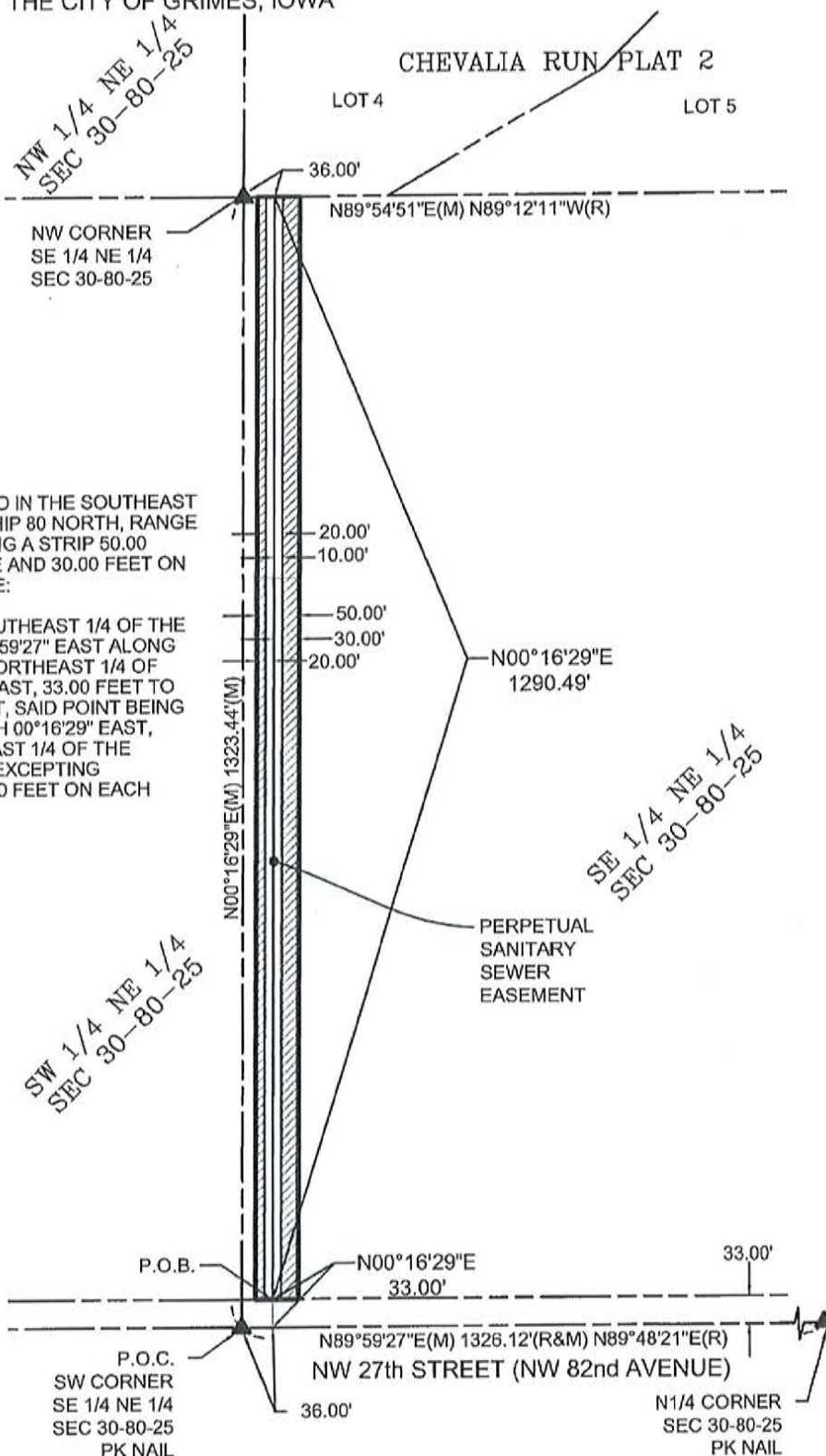
COMMENCING AT THE SOUTHWEST CORNER OF SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE NORTH 89°59'27" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, 36.00 FEET; THENCE NORTH 00°16'29" EAST, 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NW 27th STREET, SAID POINT BEING THE POINT BEGINNING; THENCE CONTINUING NORTH 00°16'29" EAST, 1290.49 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30 TO THE TERMINUS, EXCEPTING THEREFROM A STRIP 20.00 FEET IN WITH LYING 10.00 FEET ON EACH SIDE OF ABOVE DESCRIBED LINE.

CONTAINING 38,961 SQUARE FEET, MORE OR LESS.



LEGEND

- | | |
|--|----------------------------------|
| ▲ | FOUND SECTION CORNER MONUMENT |
| ● | FOUND PROPERTY MONUMENT |
| (M) | MEASURED BEARING OR DIMENSION |
| (R) | RECORDED BEARING OR DIMENSION |
| --- | SECTION LINE |
| - - - | PROPERTY LINE |
|  | TEMPORARY EASEMENT 38,715 SQ.FT. |



FIELD SURVEY COMPLETED: AUGUST 2020

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110

DATE: 12-02-20



VEENSTRA & KIMM, INC.

3000 Westtown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

SHEET
2 OF 2

Preparer Information

<u>Alex Pfaltzgraff</u>	<u>410 SE Main Street, Unit 102</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-4050</u>
Name	Street Address	City,State,Zip	Area Code-Phone

When Recorded Return to:

<u>City of Grimes,</u>	<u>101 NE Harvey St.</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-3036</u>
Name	Street Address	City,State,Zip	Area Code-Phone

LIFT STATION AND SANITARY SEWER EASEMENT

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

SEE EXHIBIT A

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a lift station and sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area. The Lift Station and Sanitary Sewers are for the purpose of serving areas as from time to time may be determined by the City.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.**
_____ is the holder of a Real Estate Mortgage dated _____, and recorded _____, in Book _____ on Page _____ of the Polk County records. By signing this Agreement, _____, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

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

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

Signed this 1 day of December, 20 .

By _____

Name: Lemar Koethe

Title: owner

By C. X. N. [Signature]

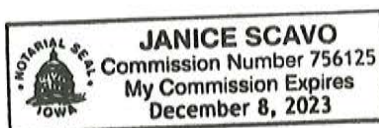
Name: Jennifer Koethe

Title: owner

STATE OF Poole)
) SS.

COUNTY OF Polk

On this 1 day of December, 2020, before me, the undersigned personally appeared Lamar & Jennifer Koethe, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Janice Scavo
Notary Public in and for the State of Iowa

Mortgage Holder Consent

Consented to by _____

By _____

Name: _____

Title: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of July, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa

EASEMENT DRAWING

EAS-03

FOR PERPETUAL LIFT STATION AND SANITARY SEWER
BEING CONVEYED TO THE CITY OF GRIMES, IOWA

PROPERTY OWNER:

LAMAR KOETHE
6000 DOUGLAS AVE STE 210
DES MOINES, IA 50322
BOOK 8468, PAGE 217

NW CORNER
SEC 30-80-25
5/8" REBAR
W/YELLOW
CAP#5041

SW 1/4 SE 1/4
SEC 19-80-25

N89°57'27"W(M) 4109.41'(M) P.O.B.

P.O.C.
NE CORNER
NW1/4 NE1/4
SEC 30-80-25
1-1/2" PIPE

OUTLOT Z

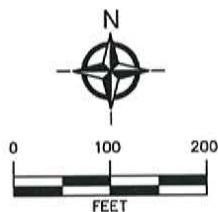
CHEVALIA RUN
PLAT 1

LEGAL DESCRIPTION:

A PERPETUAL LIFT STATION AND SANITARY SEWER
EASEMENT LOCATED IN THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE
25 WEST OF THE 5th P.M., POLK COUNTY, IOWA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30;
THENCE NORTH 89°57'27" WEST ALONG THE NORTH LINE OF
SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30,
267.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH
33°05'47" EAST, 120.68 FEET; THENCE SOUTH 56°54'13" WEST,
5.00 FEET; THENCE SOUTH 33°05'47" EAST, 319.70 FEET;
THENCE SOUTH 00°14'13" WEST, 854.22 FEET; THENCE SOUTH
37°52'09" EAST, 44.61 FEET TO THE EAST LINE OF SAID
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30;
THENCE SOUTH 00°20'21" WEST ALONG SAID EAST LINE, 32.34
FEET; THENCE NORTH 37°52'09" WEST, 76.93 FEET; THENCE
NORTH 00°14'13" EAST, 855.14 FEET; THENCE NORTH 33°05'47"
WEST, 313.71 FEET; THENCE SOUTH 56°54'13" WEST, 55.00
FEET; THENCE NORTH 33°05'47" WEST, 172.91 FEET TO SAID
NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4
OF SECTION 30; THENCE SOUTH 89°57'27" EAST ALONG SAID
NORTH LINE, 95.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 36,387 SQUARE FEET, MORE OR LESS.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°05'47"E	120.68'
L2	S56°54'13"W	5.00'
L3	S33°05'47"E	319.70'
L4	S00°14'13"W	854.22'
L5	S37°52'09"E	44.61'
L6	S00°20'21"W	32.34'
L7	N37°52'09"W	76.93'
L8	N00°14'13"E	855.14'
L9	N33°05'47"W	313.71'
L10	S56°54'13"W	55.00'
L11	N33°05'47"W	172.91'
L12	S89°57'27"E	95.54'

LOT 3

CHEVALIA RUN PLAT 2

LOT 4

CHEVALIA RUN

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ PERPETUAL EASEMENT 36,387 SQ.FT.

SW 1/4 NE 1/4
SEC 30-80-25

NW CORNER
SE 1/4 NE 1/4
SEC 30-80-25
5/8" REBAR

SE 1/4 NE 1/4
SEC 30-80-25

FIELD SURVEY COMPLETED: AUGUST 2020

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110

DATE: 11-18-20



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7648 (FAX) • 800-241-8000 (WATS)

SHEET

1 OF 2

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the Northwest Territory Trunk Sewer Project (the "Project").

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

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate transition of property.
2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.
4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.
5. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage

or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the completion and final acceptance of the Project by the City by Resolution of the City Council of the City.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

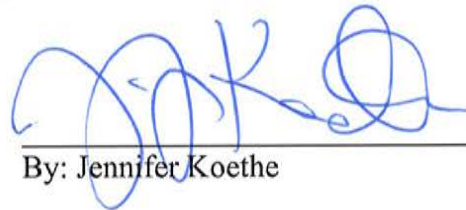
Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all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

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

Signed this 1 day of December, 2020.

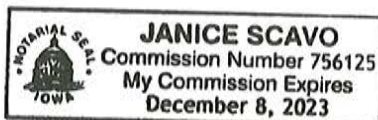
GRANTOR:

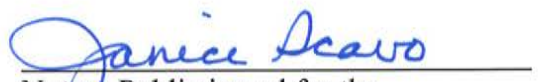

By: Lemar Koethe


By: Jennifer Koethe

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 1 day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lemar & Jennifer Koethe, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.




Notary Public in and for the
State of Iowa
My commission expires: 12/8/23

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2020.

Rochelle Williams
City Clerk of City of Grimes, Iowa

EASEMENT DRAWING

EAS-03

FOR TEMPORARY CONSTRUCTION BEING CONVEYED TO
THE CITY OF GRIMES, IOWA

PROPERTY OWNER:

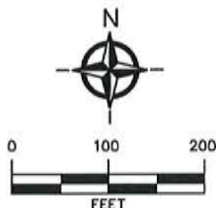
LAMAR KOETHE
6000 DOUGLAS AVE STE 210
DES MOINES, IA 50322
BOOK 8468, PAGE 217

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 89°57'27" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, 267.60 FEET; THENCE SOUTH 33°05'47" EAST, 120.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33°05'47" EAST, 321.20 FEET; THENCE SOUTH 00°14'13" WEST, 854.00 FEET; THENCE SOUTH 37°52'09" EAST, 36.53 FEET TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 00°20'21" WEST ALONG SAID EAST LINE, 70.25 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 89°54'51" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, 14.61 FEET; THENCE NORTH 37°52'09" WEST, 101.78 FEET; THENCE NORTH 00°14'13" EAST, 856.52 FEET; THENCE NORTH 33°05'47" WEST, 304.73 FEET; THENCE NORTH 56°54'13" EAST, 55.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM A PERPETUAL LIFT STATION AND SANITARY SEWER EASEMENT EAS-03 SHEET 1 OF 2.

CONTAINING 49,926 SQUARE FEET, MORE OR LESS.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ PERPETUAL EASEMENT 49,926 SQ.FT.

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110

DATE: 11-18-20



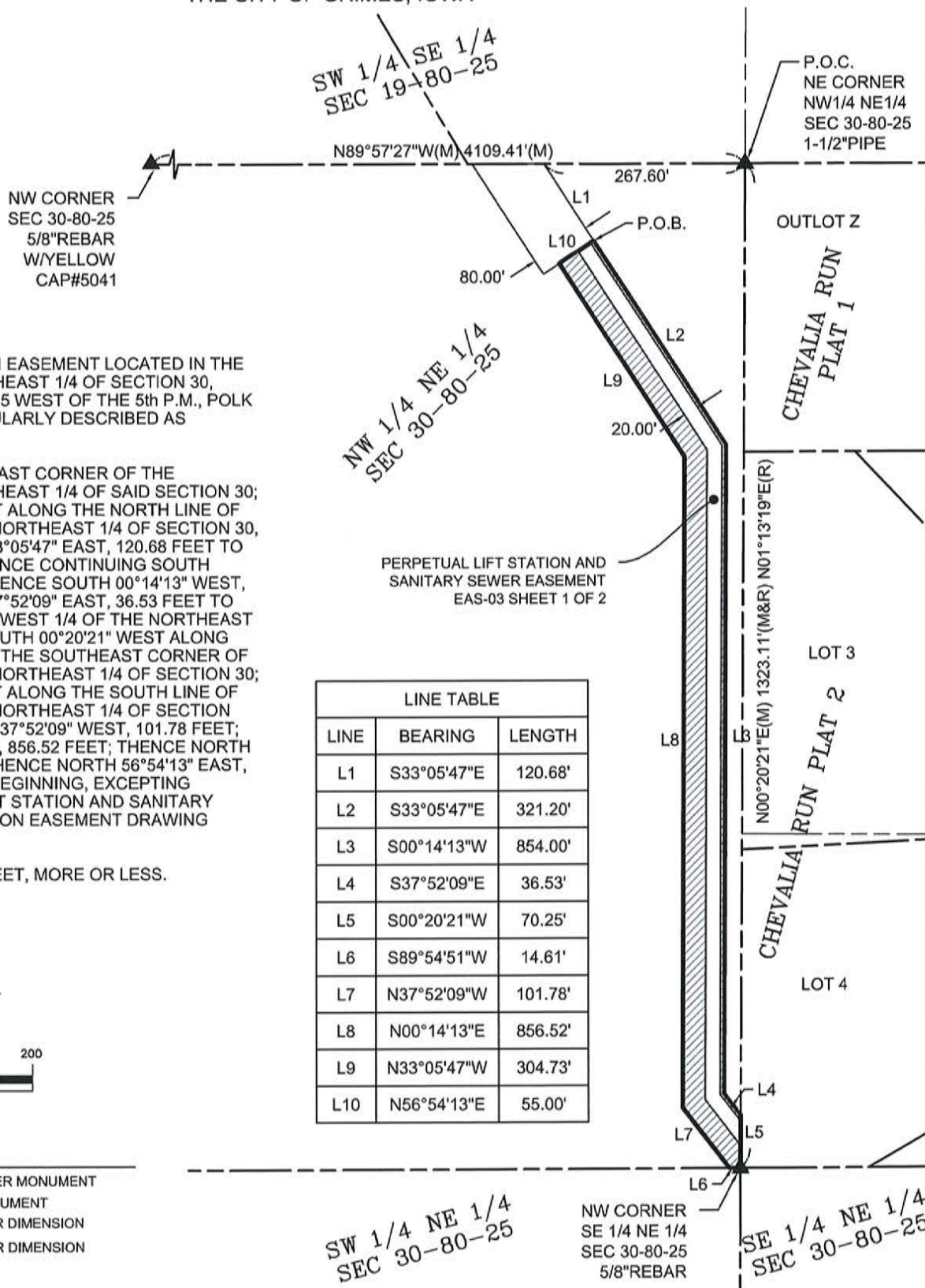
VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (TATS)

SHEET

2 OF 2

FIELD SURVEY COMPLETED: AUGUST 2020



Preparer Information

<u>Alex Pfaltzgraff</u>	<u>410 SE Main Street, Unit 102</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-4050</u>
Name	Street Address	City,State,Zip	Area Code-Phone

When Recorded Return to:

<u>City of Grimes,</u>	<u>101 NE Harvey St,</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-3036</u>
Name	Street Address	City,State,Zip	Area Code-Phone

SANITARY SEWER EASEMENT

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

SEE EXHIBIT A

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area. Sanitary Sewers are for the purpose of serving areas as from time to time may be determined by the City.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.**
_____ is the holder of a Real Estate Mortgage dated _____, and recorded _____, in Book _____ on Page _____ of the Polk County records. By signing this Agreement, _____, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

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

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

Signed this 1 day of December, 2020.

By [Signature]

Name: Lemar Koethe

Title: Owner

By [Signature]

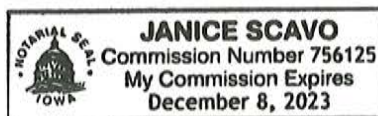
Name: Jennifer Koethe

Title: Owner

STATE OF Iowa)
) SS.

COUNTY OF Polk

On this 1 day of December 2020, before me, the undersigned personally appeared Lemar & Jennifer Koethe, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



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

Mortgage Holder Consent

Consented to by _____

By _____

Name: _____

Title: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of July, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa

EASEMENT DRAWING

EAS-04

PROPERTY OWNER:

LAMAR KOETHE
6000 DOUGLAS AVE STE 210
DES MOINES, IA 50322
BOOK 8468, PAGE 217

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE CITY OF GRIMES, IOWA

P.O.C.
NE CORNER
NW 1/4 NE 1/4
SEC 30-80-25
1-1/2" PIPE

NW CORNER
SEC 30-80-25
5/8" REBAR
W/YELLOW
CAP#5041

SW 1/4 SE 1/4
SEC 19-80-25

SE 1/4 SE 1/4
SEC 19-80-25

N89°57'27"W(M) 4109.41'(M)

363.14'

P.O.B.
L1 L2 L3 L4 L5
L21 L20 L19

CHEVALIA
RUN
PLAT 1

NE 1/4 NW 1/4
SEC 30-80-25

NW 1/4 NE 1/4
SEC 30-80-25

PROPOSED LIFT STATION AND
SANITARY SEWER EASEMENT
EAS-03 SHEET 1 OF 2

20.00'

L18 L6

CHEVALIA
RUN
PLAT 2

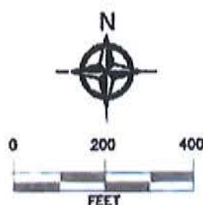
SE 1/4 NE 1/4
SEC 30-80-25

NW CORNER
SE 1/4 NE 1/4
SEC 30-80-25
5/8" REBAR

SW 1/4 NE 1/4
SEC 30-80-25

S89°59'31"W(M) 1334.48'(M)

SE 1/4 NW 1/4
SEC 30-80-25



LEGEND

- FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- PERPETUAL EASEMENT 81,448 SQ.FT.

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S33°05'47"E	65.16'	L12	S00°01'48"W	150.00'
L2	S33°05'47"E	54.88'	L13	N89°58'12"W	20.00'
L3	S00°02'33"W	69.49'	L14	N00°01'48"E	150.00'
L4	S89°57'27"E	111.05'	L15	N89°58'12"W	173.95'
L5	S33°05'47"E	64.59'	L16	N00°02'52"E	20.00'
L6	S00°20'21"W	949.92'	L17	S89°58'12"E	2494.99'
L7	N89°58'12"W	1354.74'	L18	N00°20'21"E	924.02'
L8	S00°01'48"W	150.00'	L19	N33°05'47"W	47.75'
L9	N89°58'12"W	20.00'	L20	N89°57'27"W	130.22'
L10	N00°01'48"E	150.00'	L21	N00°02'33"E	135.44'
L11	N89°58'12"W	946.19'			

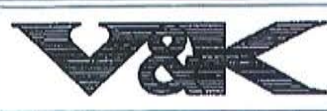
FIELD SURVEY COMPLETED: AUGUST 2020

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110

DATE: 11-18-20



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (VATS)

SHEET

1 OF 4

EASEMENT DRAWING

EAS-04

PROPERTY OWNER:

LAMAR KOETHE
6000 DOUGLAS AVE STE 210
DES MOINES, IA 50322
BOOK 8468, PAGE 217

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE CITY OF GRIMES, IOWA

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 89°57'27" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, 363.14 FEET TO THE NORTHWEST CORNER OF A PROPOSED LIFT STATION AND SANITARY SEWER EASEMENT AS SHOWN ON EASEMENT DRAWING EAS-03 SHEET 1 OF 2; THENCE SOUTH 33°05'47" EAST ALONG THE WEST LINE OF SAID EASEMENT, 65.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33°05'47" EAST ALONG SAID WEST LINE, 54.88 FEET; THENCE SOUTH 00°02'33" WEST, 69.49 FEET; THENCE SOUTH 89°57'27" EAST, 111.05 FEET TO SAID WEST LINE OF PROPOSED LIFT STATION AND SANITARY SEWER EASEMENT; THENCE SOUTH 33°05'47" EAST ALONG SAID WEST LINE, 64.59 FEET; THENCE SOUTH 00°20'21" WEST, 949.92 FEET; THENCE NORTH 89°58'12" WEST, 1354.74 FEET; THENCE SOUTH 00°01'48" WEST, 150.00 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 89°58'12" WEST, ALONG SAID SOUTH LINE, 20.00 FEET; THENCE NORTH 00°01'48" EAST, 150.00 FEET; THENCE NORTH 89°58'12" WEST, 946.19 FEET; THENCE SOUTH 00°01'48" WEST, 150.00 FEET TO SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 89°58'12" WEST ALONG SAID SOUTH LINE, 20.00 FEET; THENCE NORTH 00°01'48" EAST, 150.00 FEET; THENCE NORTH 89°58'12" WEST, 173.95 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 00°02'52" EAST ALONG SAID WEST LINE, 20.00 FEET; THENCE SOUTH 89°58'12" EAST, 2494.99 FEET; THENCE NORTH 00°20'21" EAST, 924.02 FEET; THENCE NORTH 33°05'47" WEST, 47.75 FEET; THENCE NORTH 89°57'27" WEST, 130.22 FEET; THENCE NORTH 00°02'33" EAST, 135.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 81,444 SQUARE FEET, MORE OR LESS.

FIELD SURVEY COMPLETED: AUGUST 2020

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110

DATE: 11-18-20



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-0000 • 515-225-7848 (FAX) • 800-241-6000 (NATL)

SHEET

2 OF 4

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the Northwest Territory Trunk Sewer Project (the "Project").

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

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate transition of property.
2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.
4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.
5. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage

or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the completion and final acceptance of the Project by the City by Resolution of the City Council of the City.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

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

Signed this 1 day of December, 2020.

GRANTOR:

By: Lemar Koethe

By: Jennifer Koethe

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 1 day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lemar & Jennifer Koethe, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



Janice Scavo

Notary Public in and for the
State of Iowa

My commission expires: 12/8/23

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2020.

Rochelle Williams
City Clerk of City of Grimes, Iowa

EASEMENT DRAWING

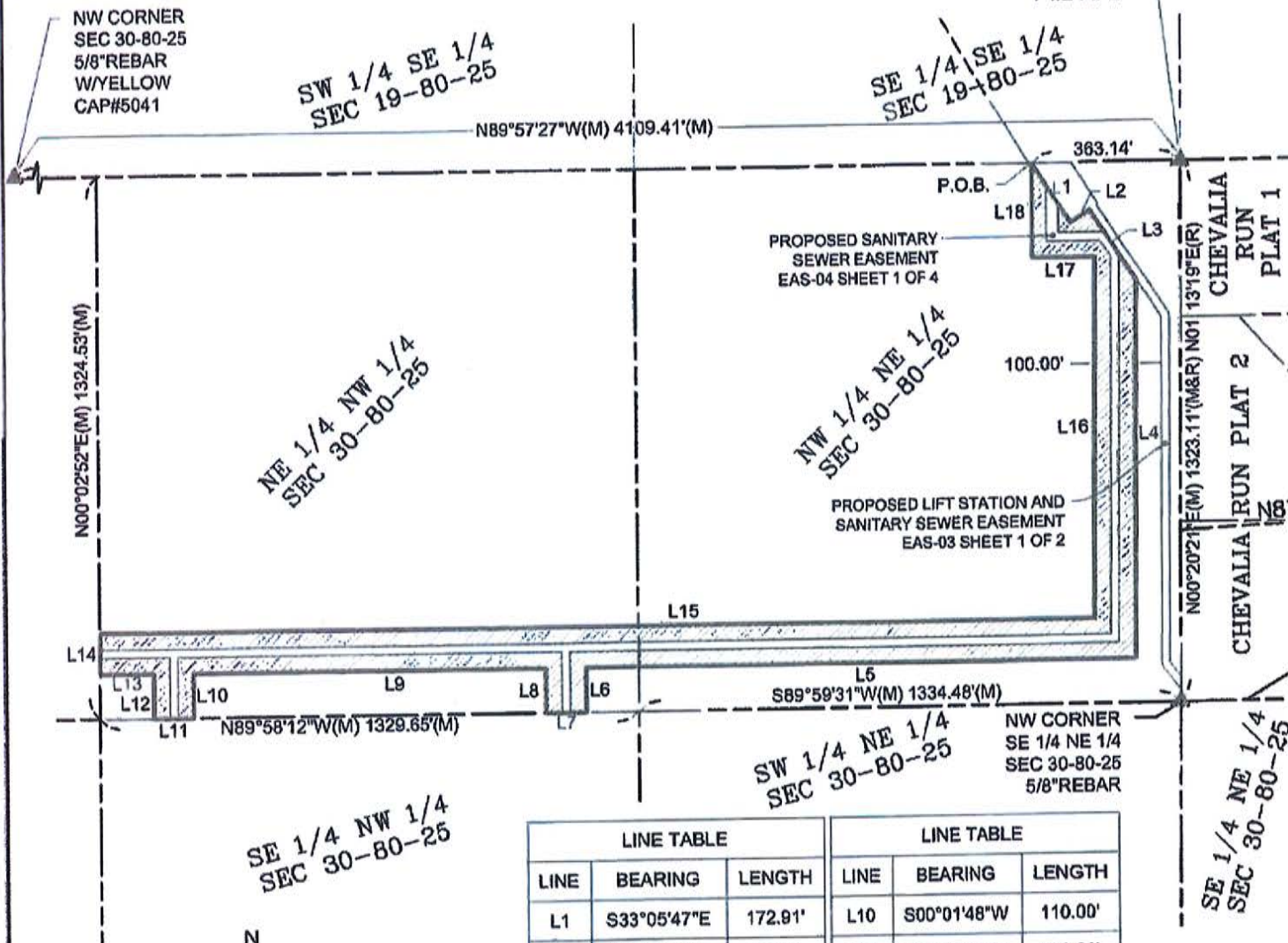
EAS-04

PROPERTY OWNER:

LAMAR KOETHE
6000 DOUGLAS AVE STE 210
DES MOINES, IA 50322
BOOK 8468, PAGE 217

FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE CITY OF GRIMES, IOWA

P.O.C.
NE CORNER
NW 1/4 NE 1/4
SEC 30-80-25
1-1/2" PIPE



LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S33°05'47"E	172.91'	L10	S00°01'48"W	110.00'
L2	N56°54'13"E	55.00'	L11	N89°58'12"W	100.00'
L3	S33°05'47"E	203.20'	L12	N00°01'48"E	110.00'
L4	S00°20'21"W	929.12'	L13	N89°58'12"W	133.97'
L5	N89°58'12"W	1354.53'	L14	N00°02'52"E	100.00'
L6	S00°01'48"W	110.00'	L15	S89°58'12"E	2455.19'
L7	N89°58'12"W	100.00'	L16	N00°20'21"E	884.01'
L8	N00°01'48"E	110.00'	L17	N89°57'27"W	151.95'
L9	N89°58'12"W	866.19'	L18	N00°02'33"E	230.00'

LEGEND

- FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- TEMPORARY EASEMENT 307,308 SQ.FT

FIELD SURVEY COMPLETED: AUGUST 2020

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110

DATE: 11-18-20



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50265-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (TOLL FREE)

SHEET

3 OF 4

EASEMENT DRAWING

EAS-04

PROPERTY OWNER:

LAMAR KOETHE
6000 DOUGLAS AVE STE 210
DES MOINES, IA 50322
BOOK 8468, PAGE 217

FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE CITY OF GRIMES, IOWA

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 89°57'27" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, 363.14 FEET THE NORTHWEST CORNER OF A PROPOSED LIFT STATION AND SANITARY SEWER EASEMENT AS SHOWN ON EASEMENT DRAWING EAS-03 SHEET 1 OF 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 33°05'47" EAST ALONG SAID WEST LINE, 172.91 FEET; THENCE NORTH 56°54'13" EAST ALONG SAID WEST LINE, 55.00 FEET; THENCE SOUTH 33°05'47" EAST, ALONG SAID WEST LINE, 203.20 FEET; THENCE SOUTH 00°20'21" WEST, 929.12 FEET; THENCE NORTH 89°58'12" WEST, 1354.53 FEET; THENCE SOUTH 00°01'48" WEST, 110.00 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 89°58'12" WEST, ALONG SAID SOUTH LINE, 100.00 FEET; THENCE NORTH 00°01'48" EAST, 110.00 FEET; THENCE NORTH 89°58'12" WEST, 866.19 FEET; THENCE SOUTH 00°01'48" WEST, 110.00 FEET TO SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 89°58'12" WEST ALONG SAID SOUTH LINE, 100.00 FEET; THENCE NORTH 00°01'48" EAST, 110.00 FEET; THENCE NORTH 89°58'12" WEST, 133.97 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 00°02'52" EAST ALONG SAID WEST LINE, 100.00 FEET; THENCE SOUTH 89°58'12" EAST, 2455.19 FEET; THENCE NORTH 00°20'21" EAST, 884.01 FEET; THENCE NORTH 89°57'27" WEST, 151.95 FEET; THENCE NORTH 00°02'33" EAST, 230.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE PROPOSED PERPETUAL SANITARY SEWER EASEMENT AS SHOWN ON EASEMENT DRAWING EAS-04 PAGE 1 OF 4 HEREIN.

CONTAINING 307,308 SQUARE FEET, MORE OR LESS.

FIELD SURVEY COMPLETED: AUGUST 2020

SURVEY FOR:

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111
PHONE: (515) 986-3036

V&K PROJECT NUMBER 128110

DATE: 11-18-20



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (TOLL)

SHEET

4 OF 4

RESOLUTION ACCEPTING EASEMENTS FOR THE NORTHWEST TERRITORY LIFT
STATION AND TRUNK SEWER PROJECT

WHEREAS, the owner(s) of certain property described on Exhibit A in the City of Grimes, Iowa (the "Property") has submitted to the City of Grimes various temporary and perpetual easements in connection with the development of a public lift station, sanitary sewer force main and sanitary sewer gravity main, referred to as the Northwest Territory Lift Station project; and

WHEREAS, the City desires to accept the easements; and

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

1. That the Sanitary Sewer Easement over the Ballard Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
2. That the Temporary Construction Easement over the Gibbons Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
3. That the Sanitary Sewer Easement over the Gibbons Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
4. That the Temporary Construction Easement over the Koethe Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
5. That the Lift Station and Sanitary Sewer Easement over the Koethe Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
6. That the Temporary Construction Easement over the Koethe Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.
7. That the Sanitary Sewer Easement over the Koethe Property, be and the same is hereby accepted and approved by the City Council of the City of Grimes.

PASSED AND APPROVED this ____ day of _____, 2021.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY
ASSESSOR**

BALLARD:

LOT 4, CHEVALIA RUN PLAT 2

PIN: 240/00714-047-128

and

GIBBONS:

SE 1/4 NE 1/4 LESS 1 A ROAD SEC 30-80-25

PIN: 240/00483-000-000

and

KOETHE:

NW 1/4 NE 1/4 SEC 30-80-25

PIN: 240/00481-000-000

and

KOETHE:

NE 1/4 NW FRL 1/4 SEC 30-80-25

PIN: 311/00016-408-000