

1. Agenda

Documents:

[052521 CC AGENDA3.PDF](#)

2. Meeting Materials

Documents:

[052521 CC PACKET3.PDF](#)

Grimes City Council Agenda

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

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.

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

Grimes City Council Meeting May 25, 2021 In Person/Zoom at Grimes Community Center, 410 SE Main Street at 5:30 pm.

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

Topic: Grimes City Council Meeting May 25, 2021

Time: May 25, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/93645567788?pwd=cU0veDQ0Z05keXRYNCtJNWJSVHZIdz09>

Meeting ID: 936 4556 7788

Passcode: 165623

One tap mobile

+13126266799, 93645567788# US (Chicago)

+16465588656, 93645567788# US (New York)

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 MAY 25, 2021 AT 5:30 PM

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 05-2321 Approving Fiscal Year 2020-2021 Transfers
 - C. Resolution 05-2521 Hazardous Waste Storage Permit for Metro Waste Authority
 - D. Resolution 05-2821 Approving an Amendment to the Consulting Agreement for the New Grimes Public Library
 - E. Resolution 05-4621 Approving quotes and Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy
 - F. Resolution 05-3021 Approving Personnel Transactions
 - G. Resolution 05-2921 Equipment Transactions
 - H. Resolution 05-4121 Approving Consent and Agreement for Improvements within Overland Flowage Easement for Lot 56 of Brentwood Estates – 2909 NE Cherry Court
 - I. Resolution 05-4021 Approving Consent and Agreement for Improvements within Overland Flowage Easement for Lot 13 Beaverbrooke West- 1209 NW Prairie Creek Dr.
 - J. Resolution 05-3321 Approving the Des Moines Regional GIS Memorandum of Understanding
 - K. Cutty's Fireworks Display Saturday July 2, 2021 & Tuesday September 28, 2021; both at dusk
 - L. Resolution 05-4221 Amending the Address of Lot 54, Brentwood Estates
 - M. Resolution 05-4321 Setting a Public Hearing for Property Generally Located South of SW 19th Street and West of South James Street from A-1 Agriculture to R-4 Planned Unit Development for June 22, 2021 at 5:30 pm.
 - N. Resolution 05-4421 Setting a Date of Public Hearing to Consider Amending Provision of the Zoning Ordinance of the City of Grimes, Iowa Regarding Signs for June 22, 2021 at 5:30 pm.
 - O. Approval of TIF payments: 1. Hy-Vee 2017 #1- \$27,468.50; 2. TNC, LLC- \$263.60; 3. Shade Tree Auto-\$12,274.50; 4. Total Family Eye Care-\$11,580.00; 5. Hubbell Realty Co #4-\$35,211.50; 6. Hubbell Realty Co # 3 \$47,164.00; 7. Daimler Trucks- \$107,774.50; 8. Heritage at Grimes LLC- \$657,898.50; 9. R & R Realty Group \$140,139.50; 10. Iowa Stone Supply- \$17,820.50
 - P. Pay Applications, Change Orders and Final Completions
 1. Pay Application #17 to Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant Phase 1 \$1,073,885.70
 2. Pay Request #2 Snyder & Associates, Inc for the Hope Commercial Traffic Impact Study \$9,569.38
 3. Pay Request #8 McClure Engineering Company for Water System Study \$9,630.00
 4. Pay Request #17 McClure Engineering Company for New 1.5 MG Elevated Storage Tower – Construction Phase \$1,652.50
 5. Pay Request #18 McClure Engineering Company for Reverse Osmosis Water Treatment Plant Phase 1 \$42,002.25
 6. North Pointe Storm Sewer Extension
 - a. Pay Application #4 to Vanderpool Construction for the North Pointe Storm Sewer Extension Retainage to be paid in 30 days \$2,180.05

- b. Change Order #1 Vanderpool Construction for North Point Storm Sewer Extension decreasing contract \$7,734.00
 - c. Resolution # 05-3621 Certificate of Completion for North Pointe Storm Sewer Extension
- 7. North Sports Complex Sanitary Sewer
 - a. Pay Request #4 Final Payment Vanderpool Construction Final Norths Sports Complex Sanitary Sewer Extension \$237.50
 - b. Change Order #2 Vanderpool Construction for North Sports Complex Sanitary Sewer Extension increasing contract \$364.00
 - c. Pay Request #5 Vanderpool Construction for the North Sports Complex Sanitary Sewer Extension Retainage to be paid in 30 days \$3,553.59
 - d. Resolution 05-3521 Acceptance of North Sports Complex Sanitary Sewer
- Q. ABD Renewals & Privileges: Prime & Crown: Class C, Sunday Sales, Catering and adding Outdoor Service Privileges; The Corn Patch: Class C, Sunday Sales and Adding Outdoor Service; Renewals: Pour Choices-Class C, Sunday Sales, and Outdoor Service; Kum & Go Class C, B & E, & Sunday Sales
- R. Professional Services: Resolution 05-3121 to Enter Into a Contract for Professional Services Concerning Outlet repairs at Crossings Townhomes and Lot J Beaverbrooke West Plat 8
- S. Receiving and Filing of Correspondence and Report
- T. Claims Report
- U. Finance Report for April 2021

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. Proposed Amendment #1 to Fiscal Year 2020-2021 City of Grimes Budget
 - 1. Public Hearing on the Proposed Amendment #1 to Fiscal Year 2020-2021 City of Grimes Budget
 - 2. Resolution 05-2421 Approving the City’s Proposed Amendment #1 to the Fiscal Year 2020-2021 Budget
- B. Resolution 05-2621 Awarding General Obligation Corporate Purpose Bonds, Series 2021A
- C. Resolution 05-2721 Awarding General Obligation Local Option Sales, Services and Use Tax Bonds, Series 2021B
- D. Notice and Intent to Vacate Certain Public Utility Easements and to Dispose of Public Property in Hope Commercial Plat 2
 - 1. Public Hearing on Notice and Intent to Vacate Certain Public Utility Easements and to Dispose of Public Property in Hope Commercial Plat 2
 - 2. Resolution 05-3221 to Vacate Certain Public Utility Easements and to Dispose of Public Property in Hope Commercial Plat 2
- E. Kennybrook South Basin Improvements
 - 1. Public Hearing Kennybrook South Basin Improvements
 - 2. Resolution 05-3721 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Kennybrook South Basin Improvements

3. Resolution 05-3821 Making Award of Construction Contract for the Kennybrook South Basin Improvements
 4. Resolution 05-3921 Authorizing Construction Contract and Bond for the Kennybrook South Basin Improvements
- F. Arby's Site Plan
- G. Destination Market Plat 5 Final Plat

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, May 11, 2021

*Please note the regular City Council Meeting was held as an electronic and in person meeting pursuant to Iowa Code Section 21.8. The meeting was called to order by Mayor Scott Mikkelsen Tuesday May 11, 2021 at 5:33 pm at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Altringer, Second by Borcharding, to approve the agenda

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

CONSENT AGENDA

A. Minutes from previous meeting B. Resolution 05-0321 Approving Consent and Agreement for Improvements within Overland Flowage Easement for Heritage at Grimes Plat 3 Lot 23 – 809 NE 22nd Court C. Resolution 05-0221 Approving Consent and Agreement for Improvements With Storm Sewer and Surface Water Flowage Easement for Taylor Estates Plat 8 Lot 27 – 601 NE 13th Street D. Resolution 05-0421 Approving Consent and Agreement for Improvements Within Surface Water Flowage Easement for Autumn Park West Plat 1 Lot 17 – 1409 NW 8th Street E. Resolution 05-0521 Approving Consent and Agreement for Improvements Within Storm Sewer and Surface Water Flowage Easement and Surface Water Flowage – 401 NW 10th Cir F. Resolution 05-0621 Approving Consent and Agreement for Improvements Within Surface Water Flowage Easement for Glenstone Trail Plat 6 Lot 6. 3001 SE Ridge Crest St. G. Approving Street Closure for Block Party H. Resolution 05-0721 Approving Equipment Transaction Pursuant to FY 22 Budget I. Resolution 05-0821 Iowa DOT Agreement for Traffic Safety Improvement Program Funding for Highway 141 Southbound & Highway 44 Intersection J. Bolton & Menk Professional Services Agreement Amendment No. 1 for Construction Engineering Services on the Brookside Drive Intersection Improvements and County Line Road Intersection Improvements \$174,195.00 K. Resolution 05-0921 Setting the Date for Sale of General Obligation Corporate Purpose Bonds, Series 2021A and Authorizing the Use of a Preliminary Official Statement in Connection Therewith L. Resolution 05-1021 Setting the Date for Sale of General Obligation Local Option Sales, Services, and Use Tax Bonds, Series 2021B and Authorizing the Use of a Preliminary Official Statement in Connection Therewith M. Resolution 05-1821 Setting a Public Hearing on the Amendment to the 2020-2021 Budget for May 25, 2021 at 5:30 pm N. Resolution 05-1121 MSA Professional Services, Inc Agreement- N. Sports Complex Parking Lot \$49,950.00 O. Resolution 05-1321 Professional Services Agreement Pro-West & Associates for Enterprise Geographic Information System Launch Kit \$9,300.78 P. Renewal of Alcohol License for Aldi Foods Q. Resolution 05-1421 Approving quotes and Bills Over \$10,000 According to the Grimes Purchasing and Procurement Policy R. Pay Requests: 1. Pay Request #2 to On Track Construction, LLC - Northwest Territory Lift Station and Force Main \$186,829.37 S. Professional Services: 1. Pay Request #29 Veenstra & Kimm, Inc – WRA Connector \$9,751.90 2. Pay Request #12 Veenstra & Kimm, Inc – Northwest Territory Lift Station and Forced Main Project \$3,512.98 3. Pay Request #2 Nilles Associates, Inc – Kennybrook South Detention Basin Improvements \$17,602.50 4. Pay Request #1 MSA Professional Services, Inc – SE Jacob Street and SE Trail Ridge Road Water Main Design and Bidding Services \$26,691.94 5. Pay

Request #6 HR Green, Inc – Pavement Management Study \$8,525.80 6. Pay Request #16 Bolton & Menk, Inc – Highway 44 & SW County Line Road Intersection Improvements \$5,594.00 7. Pay Request #6 Bolton & Menk, Inc – Highway 44 Corridor Study \$7,244.50 8. Allender Butzke Engineers Inc – Special Inspections for Grimes 1.5 MG Water Tank \$646.00 9. Nilles Associates- MS4 Inspections: \$35,850.00 T. Resolution 05-1521 Approving a Food Truck Fundraising Event for New Library Project in Park Lot of Grimes Public Library U. Resolution 05-1221 Personnel Transactions V. Resolution 05-2121 Approving Offer to Purchase ROW in Dallas County and Polk County Known as the Ellis Property \$33,565.00 W. Resolution 05-2221 On Notice and Intent to Vacate Certain Public Utility Easements and to Dispose of Public Property in Hope Commercial Plat 2 and Setting Public Hearing for May 25, 2021 at 5:30 pm. X. Receiving and Filing of Correspondence and Report Y. Claims Report \$971,341.38. Motion by Altringer, Second by Borcharding, the Consent Agenda shall be approved. Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

A. SW County Line Road Improvements Project Close Out

City Engineer Matt Ahrens addressed the Council stating the agenda items to follow were all part of the close out process for the project at SW County Line Road located off of Highway 44. General discussion concluded that all four agenda items could be approved with one motion.

Motion by Altringer, Second by Gisch, to approve 1. Final Change Order to Concrete Technologies for \$276.50, 2. Pay Request #16 Retainage Payments to Concrete Technologies for \$12,631.62, Resolution 05-1721 Accepting the Certificate of Completion of the SW County Line Road Improvements. Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

Council Member Eric Johansen joins the meeting at 5:39 PM

B. Resolution 05-0121 Approving an Agreement for Professional Services between the City of Grimes and ESCI for an Analysis of the Partnership between Johnston and Grimes for Delivery of Fire and EMS Services

City Administrator Jake Anderson stated that the Cities of Johnston and Grimes had established a joint Fire Department and EMS service in 2016. Anderson advised there had been discussion during Strategic Planning, as well as with the Fire Board, that it would be beneficial to have a study performed to review the partnership as a starting point for future planning. Anderson stated the City had received six proposals to a bid request for this analysis. Anderson said the bids ranged from \$38,905.00 to \$54,910.00. Upon review of those proposals, staff made the recommendation that the analysis for the project be awarded to ESCI, with the low bid of \$38,905.00.

Motion by Johansen, Second by Borcharding, to approve Resolution 05-0121 approving an Agreement for Professional Services between the City of Grimes and ESCI for an Analysis of the Partnership between the City of Johnston and City of Grimes for Delivery of Fire and EMS Services.

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

C. Resolution 05-1621 Approving the Final Plat for South James Plat 1 Final Plat

Development Services Director Alex Pfaltzgraff addressed the Council stating that this property is currently in the process of being rezoned from A-1 to Planned Unit Development (R-4). Pfaltzgraff said the applicant is requesting approval of a preliminary plat, which will allow for future subdivision of the approximately 20-acre property into one development lot and one outlot. He added that the

development lot will be approximately 6.57 acres to be used for a religious facility, and the outlot would be about 16.38 acres for future development. Pfaltzgraff said the applicant will also dedicate right of-way to the City along SE 19th Street and S. James to accommodate future road projects.

Motion by Gisch, Second by Borcharding, to approve Resolution 05-1621 approving the Final Plat for South James Plat 1 Final Plat.

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

D. Site Plan Amendment – Hy-Vee Fast and Fresh Solar Canopy

Pfaltzgraff advised the Council that this project is located the northeast corner of East 1st Street and NE Gateway Drive. Pfaltzgraff said this area is zoned C-2 and located within Zone 2 of the Highway 141 Corridor District. Pfaltzgraff said the site plan for the 4,095 square foot Hy-Vee Fast & Fresh store and gas station located at 1401 E. 1st Street was approved by P & Z and Council in September 2020. He said the applicant wishes to include more environmentally friendly architectural features and is now requesting approval to modify the gas canopy to install solar panels. Pfaltzgraff said staff has received a glare analysis of the solar panel system which has identified areas that could project some glare depending on the time of year and weather conditions. He stated the analysis recommends additional landscaping to help mitigate the possible glare. Pfaltzgraff said Staff recommends approval of the amendment to the canopy subject to revision of the landscape plan to mitigate glare. Council Member Altringer asked what the options would be if the landscaping failed to mitigate glare effectively and if language should be included in the development agreement to address such concerns. Hy-Vee representative Randy Downs, as well as Terry Dvorak, representing the equipment installer for 3E, addressed the Council on those concerns. Dvorak stated that in the glare analysis, the only impact detected was largely dependent on the time of year as well as the time of day. Dvorak said it was determined that northbound traffic on Highway 141 would possibly be impacted and that the level of intensity would be similar to a very brief windshield flash. Dvorak said potential glare would be mitigated by using taller trees in the landscaping. Dvorak also said that, with the goal of increasing the usage of sustainable energy, they are working with MidAmerican to install a more efficient charging systems for electric cars at this site. Council Member Gisch said that he appreciated the efforts Hy-Vee was making and is very excited by the project.

Motion by Gisch, Second by Johansen, to approve the Hy-Vee Fast and Fresh Solar Canopy.

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

Mayor Mikkelsen expressed his appreciation to Hy-Vee for their continued investment in the community.

1. Mayor's Report-None

2. City Staff's Report -None

3. Council Reports- None

ADJOURN

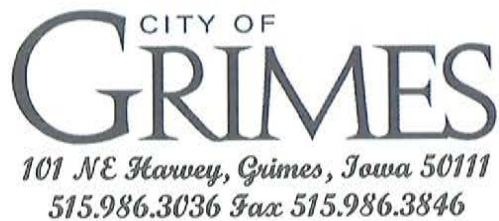
Motion by Altringer to adjourn the meeting at 5:54 P.M.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



AGENDA MEMO

Council Meeting May 25, 2021

AGENDA HEADING:

Consent Agenda Resolution #05-2321 Approve Fiscal Year 2021 Transfers

SYNOPSIS:

This resolution addresses the FY21 transfers from the general fund for the second 1/2 Library, employee benefits, economic development, two projects, and the solid waste enterprise funding. Transfers are also needed for the SRF debt payments in the water and sewer enterprise funds and from the TIF fund to debt service for GO bond payments. The city will transfer into the general fund both the remaining balance from the emergency fund and funds from the local option sales tax fund for the tax reduction. Transfers will be completed from the storm water fund for annual improvement projects and from the road use tax fund for the GIS mapping project. The city will also be transferring balances from completed projects into ongoing and future project accounts.

FISCAL IMPACT:

This transfer moves money within funds to allow for disbursement from appropriate accounts. This will have no additional fiscal impact. Total transfers \$10,391,725

PREVIOUS COUNCIL ACTION(S):

Council approved the FY21 Budget and amendment, which included these transfers.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

RESOLUTION NO. 05-2321

**A RESOLUTION APPROVING FISCAL YEAR 2020-2021
TRANSFERS**

WHEREAS, the City Council did approve the fiscal year 2020-2021 budget and subsequent amendment; and

WHEREAS, the City Finance Director recommends the following fiscal year 2020-2021 transfers.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa, dated May 25, 2021 that:

Providing for the end of year transfers for fiscal year 2020-2021 as provided in Exhibit A (attached)

Passed and adopted this 25th day of May, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

From/Out	Exhibit A	Amount	
	<u>Transfers FY21</u> To/In		
119-910-6910	001-910-4830	\$ 2,447.84	Emergency Fund to General
001-910-6910	670-910-4830	\$ 243,053.00	General to Solid Waste Fund
001-910-6910	316-910-4830	\$ 78,350.77	General to Water capital improvements
001-910-6910	002-410-4830	\$ 293,566.00	Second 1/2 Library funding
001-910-6910	112-910-4830	\$ 57,044.23	General to Employee benefits
600-910-6910	602-910-4830	\$ 1,569,169.00	Water to Sinking Fund for loan payments
610-910-6910	611-910-4830	\$ 1,089,098.00	Sewer to Sinking Fund for loan payments
740-910-6910	307-910-4830	\$ 100,000.00	Storm water to Annual Storm Water Improvements
001-910-6910	160-910-4830	\$ 20,000.00	General to Economic Development
110-910-6910	330-910-4830	\$ 80,000.00	RUT to GIS mapping project
125-910-6911	200-910-4831	\$ 1,793,826.00	TIF to Debt fund
327-910-6910	352-910-4830	\$ 185,778.03	Transfer remaining funds from completed project to Trl Rdg/Jacob Mains
121-910-6910	301-910-4830	\$ 904,000.00	LOST to General T & A for tax reduction
325-910-6910	351-910-4830	\$ 455,654.79	Transfer remaining funds from completed project to 37th St Improvements
306-910-6910	319-910-4830	\$ 105,957.80	Transfer remaining funds from completed project to Kennybrook WQI
308-910-6910	334-910-4830	\$ 1,400,000.00	Transfer remaining funds from completed project to Hwy 44/Co Line Rd
312-910-6910	351-910-4830	\$ 308,057.56	Transfer remaining funds from completed project to 37th St Improvements
315-910-6910	329-910-4830	\$ 866,608.40	Transfer remaining funds from completed project NW Territory Lift Station
321-910-6910	316-910-4830	\$ 21,117.70	Transfer remaining funds from completed project to Water Cap Improv
322-910-6910	316-910-4830	\$ 35,926.14	Transfer remaining funds from completed project to Water Cap Improv
326-910-6910	352-910-4830	\$ 37,477.90	Transfer remaining funds from completed project to Trl Rdg/Jacob Mains
338-910-6910	352-910-4830	\$ 664,591.39	Transfer remaining funds from completed project to Trl Rdg/Jacob Mains
001-910-6910	357-910-4830	\$ 80,000.00	General park to S. Sports complex irrigation project
TOTAL FY21		\$ 10,391,724.55	
TRANSFERS			

MEMORANDUM

DATE: 4-21-2021

TO: Scott Clyce

FROM: Kyle Fischer

CC:

SUBJECT: Household Hazardous Waste Storage License Renewal

.....

Scott,

Metro Waste Authority is requesting a Household Hazardous Waste Storage License Renewal for permit #1604 at the Metro Northwest Transfer Station located at 4015 SE Beisser Drive in Grimes Iowa. This will allow storage of the hazardous material received from households and Very Small Quantity Generators.

MWA is collecting Household Hazardous Waste at the facility, storing temporarily and then transporting the material back to the Metro Hazardous Waste Drop Off in Bondurant.

Thank you for your consideration,



Kyle Fischer
Metro Hazardous Waste Drop-off
Mobile Program Coordinator
515-333-4431
kfi@mwatoday.com

RESOLUTION NO. 05-2521

**RESOLUTION APPROVING A Hazardous Household Waste Storage
Permit to Metro Waste Authority**

WHEREAS, Metro Waste Authority has requested a renewal of permit #1604 for the time frame of June 2021-June 22 to store Hazardous Household Waste at the Metro Northwest Transfer Station located at 4015 SE Beisser Drive in Grimes, Iowa.

WHEREAS, City Staff have received the request for storage and have found no issue; and,

WHEREAS, Metro Waste Authority have met all requirements to obtain a permit according to Grimes City Code Section 107.05; and,

WHEREAS, the City has received payment for the permit in the amount of \$1,000 as required under Code Section 107.05; and

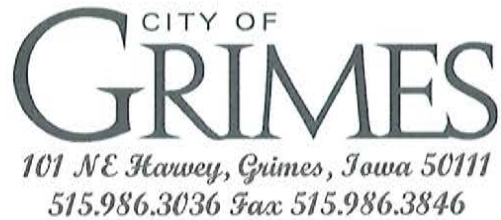
NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa that the City issue Metro Waste Authority a Hazardous Household Waste Storage permit for one year at their facility located at 4015 SE Beisser Drive in Grimes Iowa.

Passed and adopted this 25th day of May, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



Hazardous Household Waste Storage License June 2021-June 2022

Metro Waste Authority for June 2021-June 2022
Located at the Metro Northwest Transfer Station, 4015 SE Beisser
Drive, Grimes, Iowa
Renewal of Permit #1604

Permit Issued in the City of Grimes and Approved by Grimes City
Council on May 25, 2021 Resolution #05-2521 Grimes City Code
Section 107.05 Hazardous Household Waste Storage

Date: May, 25, 2021

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Metro Northwest Transfer Station - Grimes, IA

Household Hazardous Material Collection for 2020

Row Labels	Sum of Weight Calculation
Acid	660
Aerosols	2510
Antifreeze (For Recycle)	2368
Ballast, non PCB	380
Ballast, with PCB	33
Bases	2173
Batteries, Lead-acid, used - Universal Waste	3168
Batteries, Lithium (Recycle)	55
Batteries, Ni-Cad (Recycle)	142
CFLs (Recycle)	607.2
Electronics Waste	36
Fluorescent Light Tube (4-foot or less) for Recycle	489.6
Fluorescent Tube 8 ft or 6 ft (Recycle)	55.2
Fuels	3492
Latex Paint	26292
Mercury	2
Oil - Used Motor Oil (Recycle)	8274
Oil Filter (Recycle)	53
Oil-Based Paint	5567
Oxidizer, Inorg	7
Paint Related	1464
Pesticides (Herbicide, Insecticide, Fungicide)	3731
Sharps/Red Bag Waste	171
(blank)	
Grand Total	61730 pounds

GRIMES RESOLUTION NO.05-2821

RESOLUTION APPROVING AN AMENDMENT TO THE
CONSULTING AGREEMENT FOR THE NEW GRIMES
PUBLIC LIBRARY

WHEREAS, On May 10, 2020, the City Administrator suspended the professional services agreements for the new Grimes Public Library due to financial uncertainties related to the coronavirus pandemic; and

WHEREAS, the City Council has made a funding commitment and the dates, scope, and duration of the project has been amended to fit within the proposed budget and the new timeline; and

WHEREAS, the City Attorney has reviewed, and the Library Board of Trustees has recommended approval of the attached Amendment to the Consulting Services Agreement with Christensen Development, LLC.

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

Section 1. The attached Amendment to the Consulting Services Agreement with Christensen Development, LLC, is hereby approved.

Section 2. The Mayor is hereby authorized to execute the attached amendment to agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 25th day of May, 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**AMENDMENT TO
CONSULTING SERVICES AGREEMENT**

THIS AMENDMENT TO CONSULTING SERVICES AGREEMENT (the “Amendment”) is made and entered into this ____ day of _____, 2021 by and between Christensen Development 1, LLC, an Iowa limited liability company (the “Consultant”), and the City of Grimes, Iowa, an Iowa municipal corporation (the “Client”).

WHEREAS, on or about February 11, 2020, Consultant and Client entered into that certain Consulting Services Agreement (the “Agreement”); and

WHEREAS, Consultant and Client seek to amend the Agreement in certain respects.

NOW, THEREFORE, it is agreed as follows:

1. Paragraph 10 is hereby deleted in its entirety and replaced with the following:

10. Term and Termination. This Agreement shall remain in effect through February 28, 2023, but may be extended by mutual consent of both parties. Notwithstanding the foregoing, either Party may terminate this Agreement or an assignment hereunder upon thirty (30) days written notice to the other Party without cause, reason, or penalty.
2. Paragraph II. Engagement Information: Term/Termination on the Statement of Work #1 to the Agreement is hereby deleted in its entirety and replaced with the following:

Term/Termination. This Statement of Work shall begin February 1, 2020 and shall terminate no later than February 28, 2023, but may be extended by mutual consent of both parties. Notwithstanding the foregoing, either Party may terminate this Agreement or an assignment hereunder upon thirty (30) days written notice to the other Party without cause, reason, or penalty.
3. Paragraph II. Engagement Information: Fee Structure on the Statement of Work #1 to the Agreement, second paragraph, the sentence, “Consultant’s services shall be provided by Angie Pfannkuch or Jake Christensen,” is hereby deleted in its entirety and replaced with the following:

Consultant’s services shall be provided by Jake Christensen.
4. The terms set forth in this Amendment shall be deemed to be incorporated and merged into the Agreement.
5. Capitalized terms not defined in this Amendment shall have the same meanings as set forth in the Agreement.
6. Except as set forth herein, the Agreement shall remain unchanged in all respects, and the parties hereby reaffirm and ratify the terms set forth therein.

IN WITNESS WHEREOF, this Amendment is signed effective the day and date set forth above.

CONSULTANT:

Christensen Development 1, LLC,
an Iowa limited liability company

By: _____
Jacob C. Christensen, President

CLIENT:

City of Grimes, Iowa,
an Iowa municipal corporation

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

GRIMES RESOLUTION 05-4621

**RESOLUTION APPROVING QUOTES AND BILLS OVER \$10,000
ACCORDING TO THE GRIMES PURCHASING AND PROCUREMENT
POLICY**

WHEREAS, the City of Grimes has adopted a Purchasing and Procurement Policy

WHEREAS, the Purchasing and Procurement Policy provides that purchases or payments over \$10,000 have City Council approval.

WHEREAS, any items and/or service with a value of between \$1,000 and \$10,000 require up to three (3) quotations unless the item or service obtained or provided cannot be obtained. Products offered under government purchasing consortium do not require (3) quotes.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the following items attached as Exhibit A be approved for purchase or payment.

PASSED AND APPROVED THIS 25th day of May 2021.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Grimes, Iowa
Attn.: Alex Pfaltzgraff
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 4/10/2021
Billing Period: 01/01/21-03/31/21

Invoice No: 21001.01
Project No: 20001

Project: First Quarter
MS4 Permit Management and Owner's SWPPP Inspection Services

				Current
Lump Sum Services:	Sites	Rate	Amount	
Quartly MS4 Inspections	56.0	\$125.00	\$7,000.00	
Pre-Construction Meetings	1.0	\$125.00	\$125.00	
Annual MS4 Report - Qtr. 1	1.0	\$4,000.00	<u>\$4,000.00</u>	
	Subtotal:		\$11,125.00	<u>\$11,125.00</u>

Total Due this Invoice: \$11,125.00

NILLES ASSOCIATES, INC.



Thank you for your business.

P.O. No. _____

29169 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Nilles Associates
Name
1250 SW State Street, Suite A, Ankeny 50023
Address
(515) 945-0123
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>MS4-2021-Quarter 1</u>			<u>\$11,125.00</u>

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Development Services

LINE ITEM: 001-170-6420

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Alex Palmer RB DATE: May 10, 2021
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jake Anderson msk 5-11-21
City Administrator Date

Council Approval date: (if over \$5,000)

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



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

AGENDA MEMO

Item No. 05-3421
For Meeting of May 25, 2021

AGENDA HEADING: Dell Technologies Inc Server Quote

SYNOPSIS: The City of Grimes has identified the need to purchase hardware from Dell Technologies, Inc (Dell) to support the technology needs of the city. This investment in the hardware will enable city staff and departments to have new servers and storage to support city functions. The main need this addresses is server and storage space for our enterprise Geographic Information System (GIS), asset management, and city file storage and archiving. This will also address and build out the network backbone for the city and improve speeds and performance of existing servers as well as staff functions. This is designed to be robust and reliable with no single point of failure which follows industry best practices. We have purchased previous Dell equipment and this would connect well with them. This quote encompasses a full build out including servers, storage space, networking gear, and hardware to support data storage and sharing.

We are using the State bid contract with Dell and have received additional promotions pricing that is valid through May 29th, 2021.

FISCAL IMPACT: The total costs associated with this implementation is \$69,118.67. This is an expense that was planned for in the current budget.

\$29,118.67 from capital traffic funds

\$5,000.00 from Development Services funds

\$35,000.00 from Public Works funds

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No.05-3421

WHEREAS, the City of Grimes (Grimes) is looking to purchase technology equipment; and,

WHEREAS, Grimes has a need to add server and storage space for our enterprise Geographic Information System (GIS), asset management, and city file storage and archiving;

WHEREAS, Dell Technologies, Inc has a state bid contract and provides equipment that matches our needs;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the City is authorized to purchase this equipment listed in the quote on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 25th day of May, 2021, and approved by the Mayor on the 25th day of May, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Resolution #05-3021 “A Resolution Authorizing an Extension of the City Administrator’s Employment Contract”

WHEREAS, the Human Resources Director recommends that the City Administrator’s contract be extended pending resolution of certain final details between the parties;

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

Section 1. Pursuant to the employment agreement in place and existing for the year of 2020, has been previously extended through and including May 31, 2021, pending resolution of certain final details between the parties; and

Section 2. Whereas, the contract has not yet been finalized; and

Section 3. Whereas, the Mayor is authorized to execute that “Contract Addendum and Extension,” which effectuates the purpose of this Resolution and extends the City Administrator’s contract through June 30, 2021.

PASSED AND APPROVED this 25th day of May, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

Resolution #05-3021 “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 job descriptions and pay rates previously authorized by the City Council, the following part time employees have been hired by the Departments, and at the rates identified below:

Public Works

Keaton Kirby	PW Seasonal	\$15
Blake Willey	PW Seasonal	\$15
Eli Followwill	PW Seasonal	\$15
Traeton Simmons	PW Seasonal	\$15
Tonny Tarwo	PW Seasonal	\$15

Parks & Recreation

Alexandra Hofbauer	Summer Rec	\$8.50
Emma Malmberg	Summer Rec	\$8.50

Section 2. That the Mayor is authorized to execute that “Contract Addendum and Extension,” thus extending the City Administrator’s contract through the end of June 30, 2021.

PASSED AND APPROVED this 25th day of May, 2021.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

CONTRACT ADDENDUM AND EXTENSION

The City of Grimes and Jacob Anderson agree to extend the current City Administrator Employment Contract (Contract) that was initially scheduled to end on December 31, 2020, and extended, to now be extended to end on June 30, 2021. This Contract deadline is being extended for mutual consideration to both parties to allow for some additional time to negotiate a new City Administrator Employment Contract.

All of the terms of the present Contract will be extended for the additional period set forth herein, and the Contract will be treated as an eighteen (18) month contract for any questions with regard to contract benefits.

This contract extension has been reviewed by the undersigned parties, and it contains all the terms of the extension.

This extension was entered on the _____ day of May, 2021.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

By: _____
Jacob Anderson, City Administrator

ATTEST:

Rochelle Williams, City Clerk



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of 5/25/2021

AGENDA HEADING: Resolution Approving Equipment Transactions Pursuant to the FY21

SYNOPSIS: The resolution authorizes the acquisition of an Exmark 60" zero turn mower for the water plant and the sale/trad-in of a John Deere stand behind mower that is seldom used. The new mower will help with facility maintenance for the new water tower and lift station that will be constructed in the near future.

FISCAL IMPACT:

EQUIPMENT BUDGET

Exmark Mowers \$12,354.21

TOTAL \$12,354.21

SOURCES OF FUNDS

FY21 Operational Funds \$11,345.21

Trade-In/Sales \$ 1,000.00

TOTAL \$12,354.21

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends purchase of the new mower from Waukee Power Equipment, Inc.

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY21

Grimes Resolution No. 05-2921

WHEREAS, the Public Works Department has budgeted for and planned certain equipment purchases; and

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed acquisitions meet those policy requirements; and

WHEREAS, the Public Works Director recommends the following equipment acquisitions and/or disposals.

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

Section 1. The following acquisitions including add-ons and labor are hereby approved:

Equipment Description	Use	Vendor	Cost
1- Exmark 60" Mower	Water Department	Waukee Power Equipment, Inc	\$12,354.21
TOTAL			\$12,354.21

Section 2. The following disposals are hereby approved:

Equipment Description	Trade-in/Sale	Estimated Value
1- John Deere Stand Behind Mower	Sale on Gov Deals	\$1,000.00
TOTAL		\$1,000.00

Section 3. Budgeted funds are hereby authorized to be disbursed and staff is hereby authorized to carry out and execute any action or instrument necessary to fulfil the provisions of this resolution.

PASSED AND APPROVED this 25th day of May, 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 May 25, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Lot 56 of Brentwood Estates.

SYNOPSIS: The owner of 2909 NE Cherry Court has requested approval to install drainage tiles within the overland flowage easement on the subject property. The installation of the drainage tiles has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Brentwood Estates.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Lot 56 of Brentwood Estates.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 56 IN BRENTWOOD ESTATES
2909 NE CHERRY COURT

WHEREAS, the owners of Lot 56 in Brentwood Estates in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of drainage tiles within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within overland flowage easement.

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 56, Brentwood Estates, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Zachary and Katherine Pollock (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 56 of Brentwood Estates (2909 NE Cherry Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated May 8, 2018 recorded on June 20, 2018, in Book 16970 Page 562, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install drainage tiles on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement 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 Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant 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 12th day of May, 2021

PROPERTY OWNERS

[Signature]
Zachary Pollock

[Signature]
Katherine Pollock

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Zachary Pollock, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



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

My Commission expires 11/19/23

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Katherine Pollock, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.



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

My Commission expires 11/19/23
CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

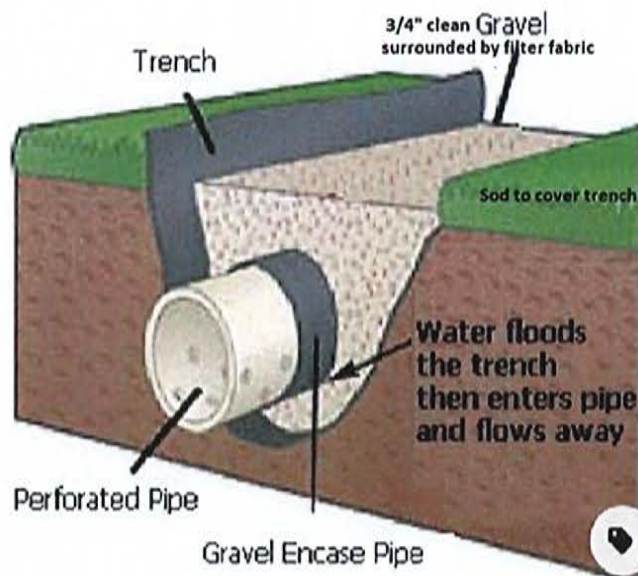
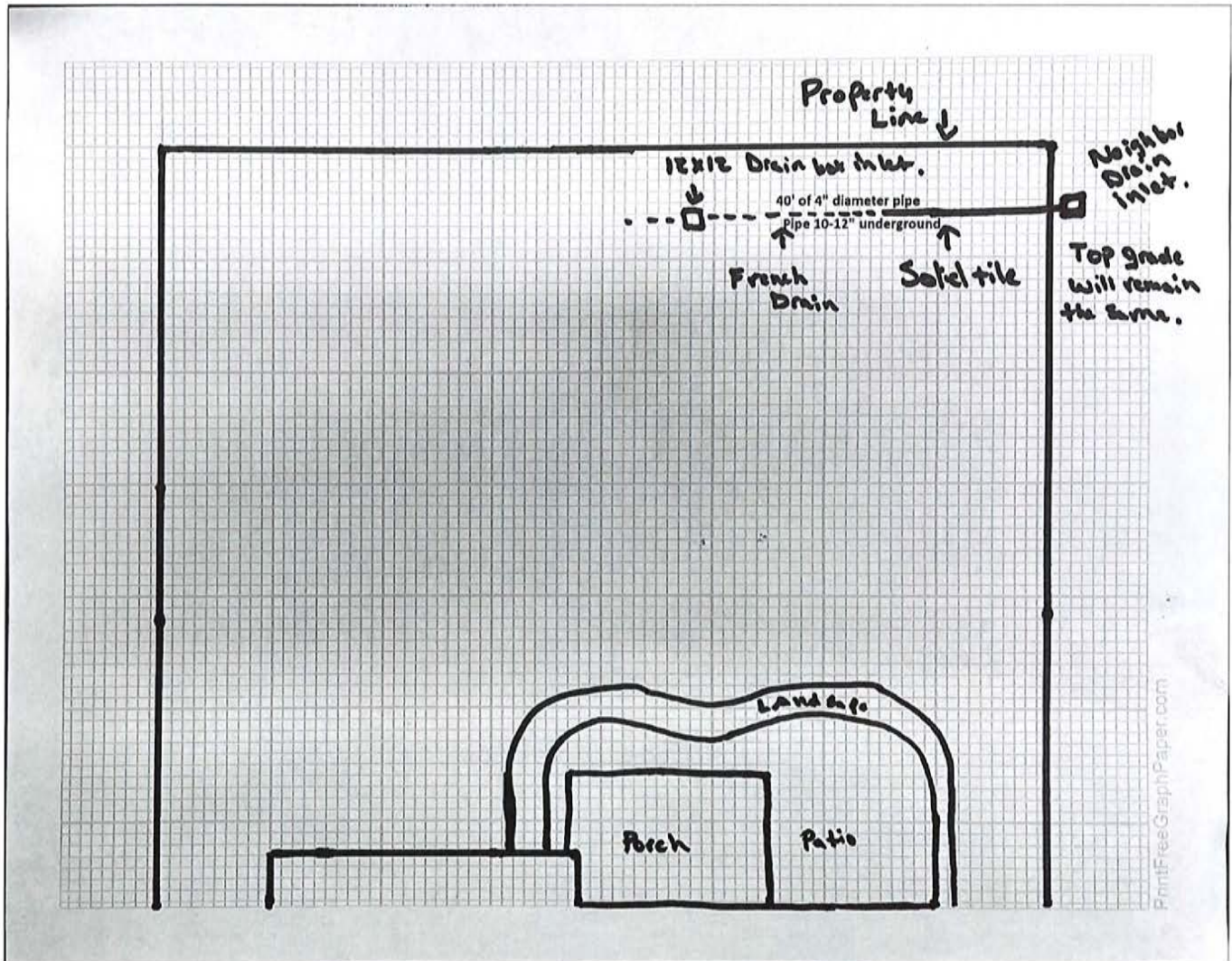
STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A





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

AGENDA MEMO

For Meeting of May 25, 2021

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Beaverbrooke West Plat 9 Lot 13.

SYNOPSIS: The owner of 1209 NW Prairie Creek Drive has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Beaverbrooke West Plat 9.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Beaverbrooke West Plat 9 Lot 13.

RESOLUTION NO. _____

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 13 IN BEAVERBROOKE WEST PLAT 9
1209 NW PRAIRIE CREEK DRIVE

WHEREAS, the owners of Lot 13 in Beaverbrooke West Plat 9 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within overland flowage easement.

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

That the Consent and Agreement for Improvements within overland flowage easement ("*Consent and Agreement*") regarding Lot 13, Beaverbrooke West Plat 9, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Ryan Bachman and Erin Bachman, a married couple, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 13 of Beaverbrook West Plat 9 (1209 NW Prairie Creek Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated November 12, 2013 recorded on November 26, 2013, in Book 15039, Page 154, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement 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 Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant 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 19th day of May, 2021

PROPERTY OWNERS



Ryan Bachman

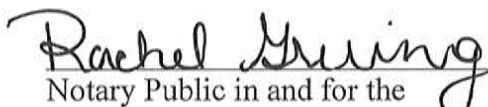


Erin Bachman

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 19th day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Bachman, 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.





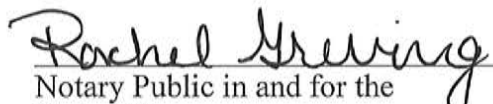
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 19th day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Erin Bachman, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.





Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chain link fence has been proposed to be constructed in an overland flowage easement on Lot 13 of Beaverbrooke West Plat 9 (1209 NW Prairie Creek Drive) in accordance to permit number FN-21-07024.



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

AGENDA MEMO

Item No. 05-3321
For Meeting of May 25, 2021

AGENDA HEADING: Des Moines Area Regional GIS Partnership Memorandum of Understanding – City of Des Moines Information Technology Department

SYNOPSIS: The City of Grimes has identified the need to join the Des Moines Area Regional GIS Partnership (RGIS) as a contributor role. A contributor role is one that authors and contributes geographic data to the partnership. The Memorandum of Understanding (MOU) details the functions of the RGIS with objectives focused on geographic data creation, maintenance, and sharing for the greater Des Moines metro. The overall benefit of joining the partnership is developing and maintaining of high-quality GIS datasets critical to our public safety response and emergency management and to share with the general public.

The City of Des Moines Information Technology Department (DSM IT) is the steward of the RGIS. The MOU connects the City of Grimes into the organization.

FISCAL IMPACT: There are no fiscal impacts for entering this memorandum.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Memorandum of Understanding and recommends approval by the City Council.

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No.05-3321

WHEREAS, the City of Grimes (Grimes) is looking to enter into a Memorandum of Understanding (MOU) with the City of Des Moines, Iowa to join the Des Moines Regional GIS Partnership; and,

WHEREAS, The Des Moines Regional GIS Partnership provides a framework for communicating and sharing of data for all geographies;

WHEREAS, the partnership focuses on providing high quality, regional GIS data for public safety and emergency response;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the MOU with The City of Des Moines on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 25th day of May, 2021, and approved by the Mayor on the 25th day of May, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

DES MOINES AREA REGIONAL GIS PARTNERSHIP

BUSINESS PLAN (VERSION 1.4, UPDATED 05/05/2021)

INTRODUCTION

The Des Moines Area Regional GIS began in 2003 when the City of Des Moines received a Byrne Justice Assistance (BJA) Grant to develop a regional Geographic Information System (GIS) covering the Des Moines metropolitan area including all of Polk County and the municipalities entirely or partially within Polk County. (See Figure 1.) While different in purpose and scope, the Regional GIS continues some of the work begun by the Central Iowa Automated Mapping (CIAM) project in 1997. The Regional GIS replaces the City of Des Moines' Enterprise Reference System (ERS), which served as a module of the Computer Aided Dispatch (CAD) and Records Management System (RMS) utilized by City of Des Moines and Polk County emergency dispatch.

Specifically, the Regional GIS is a managed repository of mapping equipment, geographic data, and digital maps that are maintained collaboratively by the Regional GIS Partners to support public safety response and emergency management throughout the Des Moines area.

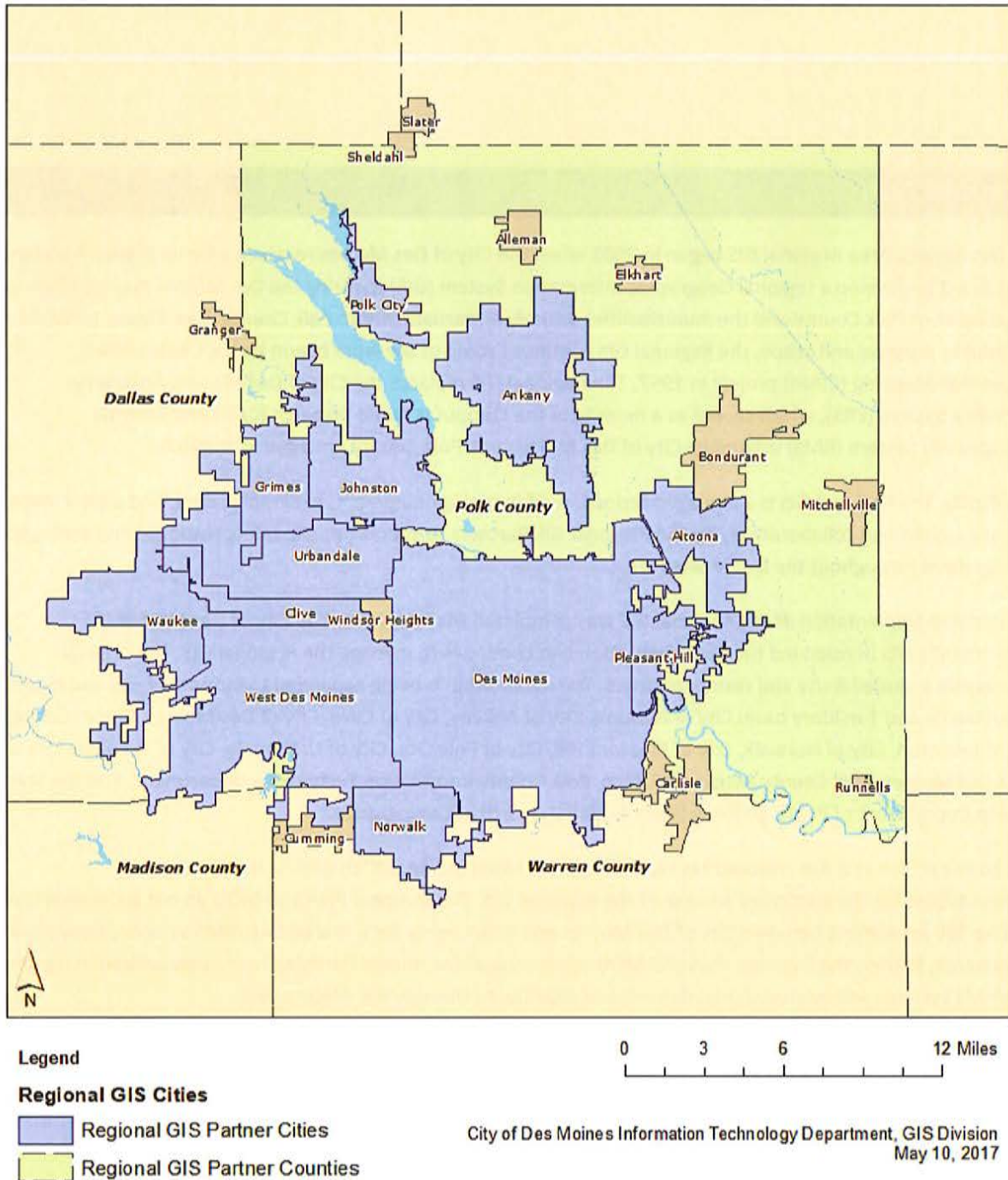
The initial implementation of the Regional GIS was completed May 31, 2009. The City of Des Moines IT Department's GIS Division led the implementation and continues to manage the Regional GIS. The original partnership included 8 city and county partners. The partnership is being expanded to include 14 city and county departments and 1 military base: City of Altoona, City of Ankeny, City of Clive, City of Des Moines, City of Grimes, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, Polk County Assessor's Office, Polk County Information Technology Department, and the State of Iowa Department of Public Defense (Iowa National Guard) at Camp Dodge.

This Business Plan and the attached Memorandum of Understanding (MOU) outline the partnership responsibilities for the continued success of the Regional GIS. The Business Plan and MOU do not supersede the existing 28E agreement between City of Des Moines and Polk County for a shared CAD/RMS system or any similar agreements. Rather, the Business Plan and MOU are technical documents clarifying how maps utilized in regional CAD/RMS systems will be stored, maintained, and distributed through the Regional GIS.

Technical coordinators representing all of the then existing Regional GIS Partners developed the Business Plan and MOU through a series of bi-monthly meetings beginning in January, 2008. The document was updated in August, 2012, June, 2015, and May 2021 with the addition of new members in the partnership and new technical coordinators. Section 6 of the MOU governs how changes to the Business Plan and MOU may be executed.

Figure 1.

Des Moines Area Regional GIS Partnership Participating Cities and Counties



1 PURPOSE OF REGIONAL GIS

The objectives of the Regional GIS Partnership are to:

- Develop and maintain a repository of high-quality, seamless, multi-jurisdiction geographic datasets and digital maps critical to public safety response and emergency management
- Create regional GIS data and map standards
- Provide mapping equipment, tools, and training for the development and maintenance of regional GIS data and maps
- Disseminate GIS data and maps to regional 911 Public Safety Answering Points (PSAPs), the public, and other GIS users
- Develop and maintain a web application and web services for multiple audiences including public safety and emergency management, municipal and county services, and the general public

Supporting the PSAPs' use of GIS to quickly and accurately dispatch emergency services is the primary purpose of the Regional GIS. There are three PSAPs serving the communities in the Des Moines metropolitan area – City of Des Moines, Polk County, and Westcom. For daily dispatch operations and special circumstances like mutual aid calls, each PSAP requires standardized GIS data and maps for the entire Des Moines metropolitan area.

The Regional GIS data and web applications are also designed for broad use and availability and will also benefit any municipal or county service requiring metro-wide maps. For example, the data and web applications may be widely used on a daily basis by public safety, public transit, regional planning, and human services or in special circumstances by Emergency Operations Centers (EOCs), Hazmat teams, and state or federal emergency management agencies. However, these other uses do not supplant the primary mission to produce maps supporting 911 dispatch.

2 PARTNERING ENTITIES AND ROLES

The Regional GIS Partnership parties include the following roles:

- Steward
- Contributor
- Technical Coordinator
- Stakeholder User

Partners may be added to the Partnership per Section 6.3 of the MOU.

2.1 STEWARD

The Regional GIS Steward is the custodian of the Regional GIS infrastructure and is the entity responsible for the management of the data repository, servers, resource equipment, server software licenses, and web applications. The Steward collects, processes, and distributes the regional data. The Steward is also responsible for providing specific services as defined in Section 3.4. This role may also be referred to as the Data Steward.

The GIS Division of the City of Des Moines IT Department will fill the role of Regional GIS Steward.

2.2 CONTRIBUTOR

The Regional GIS Contributors are those entities within the Des Moines metropolitan area that are responsible for mastering, maintaining, and contributing data for a specific geographic jurisdiction to the regional data repository. Each Contributor is the authoritative source for the map of its respective jurisdiction and is also eligible to use the Regional GIS resource equipment. They are responsible for providing specific services as defined in Section 3.4. This role may also be referred to as Data Owner.

2.3 TECHNICAL COORDINATOR

The Technical Coordinators are individuals designated to be the point of contact for each Regional GIS Contributor. The Coordinators participate in the technical governance and development of the Regional GIS and act as a liaison between the Steward and Contributor. They are responsible for ensuring that the services provided by the Steward and Contributor are being fulfilled, especially meeting the requirements for data maintenance. They are responsible for designating which individuals in their respective agency will have access to the regional data repository and resource equipment.

The Regional GIS Contributors' respective Technical Coordinators, which may be updated upon written notice via US Mail or e-mail from the Contributor to all Technical Coordinators, are:

- City of Altoona – Rachel Rozendaal, Engineering Technician
- City of Ankeny – Brent Estrem, GIS Coordinator
- City of Clive – Corey Philips, GIS Coordinator
- City of Des Moines – Aaron Greiner, GIS Manager
- City of Grimes – Greg Jameson, GIS Technician
- City of Johnston – David Croll, GIS Coordinator
- City of Norwalk – Elliot Klimowski, Planner

- City of Pleasant Hill – Chris Widmer, Associate Planner & Stormwater Coordinator
- City of Polk City – Dani Scott, GIS Analyst
- City of Urbandale – Ryan Noah, GIS Coordinator
- City of Waukee – Nathan Brown, GIS Coordinator
- City of West Des Moines – Chad Olson, GIS Manager
- Polk County Information Technology Department – David Dodds, GIS Architect
- Polk County Assessor’s Office – Kelsi Jurik, GIS Coordinator
- Iowa National Guard at Camp Dodge – James Conley, GIS Specialist

2.4 STAKEHOLDER USER

A Stakeholder User is an entity that uses Regional GIS data and whose mission is served by the Regional GIS but does not maintain data in the regional data repository. A Stakeholder User may be a government entity in the Des Moines metropolitan area. Also, a Stakeholder User may be a department, sub-agency, employee, or agent of the Steward or a Contributor. They may use the regional data, web applications, training, or other services defined in Section 3.4.

Examples of Stakeholder Users are Westcom, Polk County Sheriff’s Office, Polk County Emergency Management, and firms under contract with the Steward or a Contributor.

3 SCOPE OF REGIONAL GIS

The scope of the Regional GIS is strictly defined to include the following components:

3.1 EQUIPMENT AND SUPPLIES

The following equipment and supplies comprise the Regional GIS infrastructure. All of the equipment and supplies are owned and managed by the Regional GIS Steward, and some are available for use by all Regional GIS Contributors. The terms for equipment sharing are documented in Section 3 of the MOU.

3.1.1 SERVERS

- Database Server
- Application Server
- Backup Server
- FTP Server

3.1.2 PLOTTERS AND SCANNERS

- Combination Plotter/Scanner

3.1.3 LAPTOPS AND MOBILE GPS DEVICES

3.1.4 SOFTWARE

- ArcGIS Server and Extensions
- ArcGIS Desktop and Extensions
- Data Maintenance and Integration Software

3.1.5 OTHER SUPPLIES

- Plotter Supplies

3.2 GEODATABASES AND DATA

The Regional GIS data repository consists of multiple maintenance and publication geodatabases hosted on the Regional GIS servers and architected and managed by the Regional GIS Steward.

The Regional GIS geodatabases consist of the following seamless regional datasets and metadata. The terms for data maintenance and data sharing are documented in Sections 1 and 2 of the MOU.

3.2.1 ADDRESSES AND LOCATIONS

- Addresses and Subaddresses
- Hundred-Block Locations
- Intersections
- Highway Mileposts
- U.S. National Grid (USNG) Posts
- USNG Gridlines
- Schools
- Hospitals
- Municipal Facilities (Public Safety, Public Works, Administration, Library, etc.)
- Critical Facilities
- Landmarks
- Common Places
- Parks

3.2.2 TRANSPORTATION

- Street Centerlines
- Street Names
- Address Ranges
- Trails
- Railroads

3.2.3 PLANIMETRICS

- Building Structures (Footprints)
- Road Edges
- Parking Edges

- Hydrography (Lakes, Ponds, Rivers, Streams)

3.2.4 ENVIRONMENTAL

- Flood Hazard Areas
- Historical Flood Inundation Areas

3.2.5 BOUNDARIES

- Emergency Service Zones (ESZs)
- City and County Boundaries
- Regional GIS Boundary

3.2.6 LAND RECORDS

- Parcels

3.2.7 IMAGERY

- Orthophotography

3.2.8 INFRASTRUCTURE

- Hydrants

3.3 WEB APPLICATION AND WEB SERVICES

The Regional GIS Steward will host an online, interactive regional map in the form of a web application and web service available to partner agencies and the general public. Users will be able to query and locate parcels, addresses, landmarks, and common places and to create simple maps for viewing or printing. Because it will be available to the public, the map will contain only the data designated as *View* in the Public Data Access Matrix in Section 2 of the MOU.

Additionally, the Regional GIS Steward may at its sole discretion create and host secure web applications or online services that aid the data maintenance process, such as data issue tracking and data transfer for editing. To accommodate changing technology, these applications and services may be discontinued or modified at any time.

The Steward will notify the Regional GIS partners of any substantial changes to the Regional GIS web application and services it hosts.

3.4 SERVICES AND TRAINING

At minimum, the following services (Table 1) and training (Table 2) are critical for the success and sustainability of the Regional GIS.

Table 1.

Service	Service Provider	Description
Geodatabase hosting and management	Steward	Managing and supporting the regional data repository including the geodatabases and SQL Server environment, maintaining the regional geodatabase model and data standards, maintaining the Regional GIS Data Maintenance Plan, managing data security and backups, notifying Regional GIS Contributors of database and software changes
Data processing and quality control	Steward	Managing the regional data maintenance schedule, maintaining and supporting the processes by which partners update data in the regional repository, quality checking data for compliance with regional data standards, loading and extracting data in and out of the regional repository on schedule
Data dissemination	Steward	Publishing regional data for download via FTP and through Iowa clearinghouses, fulfilling requests for regional data and maps, providing regional data to Des Moines area PSAPs
Web application and web service hosting and management	Steward	Maintaining and supporting the regional web application and web services
Server and network management	Steward	Managing and supporting the server and network infrastructure, maintaining server operating system and software licenses, applying server upgrades and patches
Resource equipment management	Steward	Managing the use of resource equipment available to all Regional GIS Contributors maintaining software and operating system licenses for resource equipment, applying software upgrades and patches
Data maintenance	Contributors	Updating data in the regional data repository on schedule; complying with regional data standards; complying with the Regional GIS Data Maintenance Plan, complying with policies and procedures for regional data use
Software maintenance	Contributors	Licensing and maintaining current version of ArcGIS Desktop on PCs used in regional data maintenance, applying operating system and software upgrades and patches, apply anti-virus and spyware protection
Coordination of partnership	Steward	Maintaining the Regional GIS Partnership Business Plan and MOU, maintaining the list of Regional GIS Contributors, Technical Coordinators, and Stakeholder Users
Coordination of stakeholder meetings	Rotated among Contributors	Coordinating semiannual meetings of the Regional GIS Contributors and Stakeholder Users to receive feedback on the Regional GIS and the partnership
Participation in stakeholder meetings	Contributors and Stakeholder Users	Attending semiannual meetings of the Regional GIS Contributors and Stakeholder Users

Coordination of technical meetings	Rotated among Contributors	Coordinating semiannual meetings of the Regional GIS Steward and Contributors to identify and resolve technical issues and to update service levels, standards, policies, procedures, and priorities for the Regional GIS
Participation in technical meetings	Contributors	Attending semiannual meetings of the Regional GIS Steward and Contributors

Table 2.

Training	Training Provider	Training Audience	Description
Data maintenance	Steward	GIS data editors	Regional GIS Contributors are required to complete data maintenance training before editing data in the regional repository. Upon request and upon new Contributors joining the partnership, the Regional GIS Steward will provide data maintenance training and documentation on the regional data standards and data maintenance procedures.
U.S. National Grid (USNG) and Map Book	Contributors	GIS staff, first responders, dispatchers, and emergency managers	The Regional GIS Steward will maintain copies of training materials from the 2008 U.S. National Grid training workshop conducted by Delta State University. USNG training is at the discretion of each Regional GIS Contributor, and each Regional GIS Contributor is responsible for training their own personnel at their own cost.
Web application and web services	Steward and Contributors	GIS staff, first responders, dispatchers, and emergency managers	The Regional GIS Steward will offer at least one train-the-trainer opportunity to each Regional GIS Contributor on use of the web application and web services and will maintain training documentation. Web application and web services training are at the discretion of each Regional GIS Contributor, and each Regional GIS Contributor is responsible for training their own personnel at their own cost.
HAZUS-MH for hazard risk assessment	Contributors	GIS staff	The Regional GIS Steward will maintain copies of training materials from the 2011 HAZUS-MH training workshop conducted by Indiana University and University of Iowa. HAZUS-MH training is at the discretion of each Regional GIS Contributor, and each Regional GIS Contributor is responsible for training their own personnel at their own cost. Upon request, the Regional GIS Steward will provide Regional GIS data exported into a HAZUS-compatible format.

Note that by consensus of the Technical Coordinators some services (Table 3) are *excluded* de facto from the Regional GIS in order to control both hard costs (e.g., equipment replacement) and soft costs (e.g., labor). Some exceptions are noted.

Table 3.

Excluded Service	Description
Replacement of resource equipment	Replacing resource equipment in event of permanent failure (If equipment is damaged, lost, or stolen while on loan to a Contributor, the Contributor is responsible for replacing the equipment. See the terms for equipment sharing are documented in Section 3 of the MOU.)
Web application and web services development and enhancement	Developing new web applications or web services, modifying or adding functionality to the web application or web services except at the sole discretion of the Regional GIS Steward to aid the data maintenance process
Mobile and ad hoc data processing	Processing data collected on mobile GPS devices or through any other application or device not specified in the Regional GIS Data Maintenance Plan, converting or processing data that does not comply with regional data standards, uploading mobile or ad hoc data to the regional repository
Mobile application development and enhancement	Developing applications for mobile GPS devices or any other mobile data collection device, modifying or adding functionality to mobile applications of any kind
Data development and collection	Developing or collecting new regional datasets, adding new datasets to the regional data model except by consensus of the Regional GIS Steward and a majority of Contributors agreeing to provide and maintain the data
Contract and project management	Developing or managing new projects for data collection, application development, software implementation, or other contracted work; managing software license or other service contracts
General GIS or computer training	Training on ArcGIS Desktop or other GIS software package, training on computer use
Other mapping interfaces	Additional mapping software interfaced with public safety systems such as Pictometry, Critical 360, and DisasterLAN for which the Regional GIS Steward is not the host

DES MOINES AREA REGIONAL GIS PARTNERSHIP

MEMORANDUM OF UNDERSTANDING (VERSION 1.3, UPDATED 05/05/2021)

The parties agree that the Des Moines Area Regional GIS Partnership (Version 1.1, Updated 4/13/09) shall be terminated upon the date of execution by City of Altoona, City of Ankeny, City of Clive, City of Des Moines, City of Grimes, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of West Des Moines, and Polk County to this Memorandum of Understanding (Version 1.3, Updated 05/05/2021) (MOU) effective upon execution by all of the parties (partners), and as of that date of no further force and effect. This MOU shall continue in full force and effect until terminated by all of the parties according to the terms of this MOU.

This Memorandum of Understanding (MOU) is a mutual agreement among the Regional GIS Steward and all of the Regional GIS Contributors for the purpose of implementing the Business Plan, as currently exists and as may be amended from time to time, which by this reference is hereby incorporated into this MOU, by establishing the process by which the GIS information will be distributed, the governance structure for the Contributors, the scope, service level, and cost sharing of the Regional GIS. It applies to any new Contributors joining the Regional GIS Partnership after the initial date of execution.

1 DATA MAINTENANCE

As representatives of the Regional GIS Contributors, only Technical Coordinators may designate who within their organization will have *modify* permissions in the regional data repository, and the Data Steward must maintain a record of all permissions granted and removed. Stakeholder Users will not be given modify permissions in the regional data repository.

The region will be divided into jurisdictions generally following city and county limits and other administrative boundaries. Each jurisdiction will be assigned to a Data Owner who is responsible for updating and correcting the data in their jurisdiction. Each feature in the regional database will be assigned to a Data Owner. As much as possible, the Data Steward will use database and application security and maintenance workflows to ensure that only the assigned Data Owner may edit data within a given jurisdiction. Ultimately, however, each Data Owner must agree to edit only data within their jurisdiction and to consult with the Data Owners of neighboring jurisdictions when modifying data along boundaries. For example, the City of Des Moines must consult with the City of West Des Moines when making any changes to the data representing SW 63rd Street/1st Street.

All Data Owners must adhere to the jurisdiction boundaries, data standards, policies, procedures, and priorities documented in the Regional GIS Data Maintenance Plan.

2 DATA SHARING

The objectives of the Regional GIS depend greatly on the ability of the Regional GIS Partners to share data with each other and other parties. The following rules govern data sharing.

2.1 PARTNER DATA ACCESS

Only Technical Coordinators may designate who will have *read-only* permissions in the regional data repository, and the Data Steward must maintain a record of all permissions granted and removed.

The Data Steward and all Data Owners will have read-only access to all regional data by permission from their respective Technical Coordinators. Stakeholder Users will also have read-only access by permission from their Technical Coordinators. Data Owners may not restrict read-only use of their data by other Data Owners or Stakeholder Users, but Technical Coordinators are expected to use a high level of discretion in permitting individuals to access the regional data repository.

2.2 PUBLIC DATA ACCESS MATRIX

The Public Data Access Matrix governs how members of the public may access specific regional datasets and in what format. The same restrictions apply to public or private entities that are not the Regional GIS Steward, Contributors, Technical Coordinators, or Stakeholder Users. Data designated as *View* may be displayed in interactive online maps (e.g., ArcGIS Server maps), digital static maps (e.g., PDF maps), and hardcopy maps available to the public. Only data designated as *Distribute* may be packaged in database formats (e.g., shapefile, geodatabase) for public download or distribution via FTP, CD-ROM, DVD, or other digital or hardcopy media.

The Data Steward and all Data Owners will restrict access to data according to the matrix. New datasets added to the regional data repository must be added to the Public Data Access Matrix, and the Data Steward and the majority of Data Owners must agree upon any changes to the matrix.

Dataset	View	Distribute
Addresses and Subaddresses	X	
Hundred-Block Locations	X	
Intersections	X	
Highway Mileposts	X	
U.S. National Grid (USNG) Posts	X	
USNG Gridlines	X	X
Schools	X	X
Hospitals	X	X
Municipal Facilities	X	X
Critical Facilities		
Landmarks	X	X
Common Places	X	X
Parks	X	X
Street Centerlines	X	X
Street Names	X	X
Address Ranges	X	X
Trails	X	X
Building Structures (Footprints)	X	X
Road Edges	X	X
Parking Edges	X	X
Hydrography (Lakes, Ponds, Rivers, Streams)	X	X
Flood Hazard Areas		
Historical Flood Inundation Areas		
Emergency Service Zones (ESZs)		
City and County Boundaries	X	X

Regional GIS Boundary	X	X
Parcels	X	X
Orthophotography	X	X
Hydrants		
Railroads	X	X

Only the Data Steward may publicly distribute the regional data on behalf of other Data Owners. Data Owners may not distribute the entire regional data or parts of the regional data on behalf of other Data Owners. For example, City of Clive may not distribute copies of the entire regional data nor distribute a subset of regional data belonging to City of Urbandale. All Data Owners are free to distribute specific data for which they are the Data Owner. For example, City of Johnston may distribute facility data for which they are the designated Data Owner in the regional data repository.

The Regional GIS Steward will distribute public data online at no cost. If Regional GIS data is requested on CD-ROM, DVD, or other digital or hardcopy media, the Regional GIS Steward may charge the requestor for the labor and materials required to fulfill the request according to the standard map and data reproduction fees in effect for the City of Des Moines. The Regional GIS Steward will post the Regional GIS Data License Agreement online and will retain a signed copy of the agreement for any data distribution requests for which fees are collected.

3 EQUIPMENT SHARING

The Regional GIS Steward and Contributors may use the Regional GIS equipment and supplies listed in the Business Plan only for purposes that support the objectives of the Regional GIS Partnership. Stakeholder Users may be allowed to use the resource equipment under special circumstances at the discretion of the Steward.

To reserve the equipment, a Technical Coordinator must contact the Steward at least 1 week in advance and designate who will pick up, use, and return the equipment. Given the scope of the task, the Technical Coordinator and Steward will agree upon pick up and return dates for the equipment. (Note that the combination plotter will not be moved but can be reserved for a specific period of time.) The maximum lengths of time that each piece of equipment may be reserved for are:

- Plotter— 2 days

The Steward must keep a record of resource equipment use. The user must inform the Steward if any equipment is lost, stolen, or carelessly damaged, and the Contributor will replace the equipment in those cases. If any equipment fails permanently and is out of warranty, the equipment will not be replaced.

4 COST SHARING

In order to carry out their data maintenance responsibilities, each Contributor will license and pay software maintenance on at least 1 ArcGIS Desktop Standard (ArcEditor) or 1 ArcGIS Desktop Advanced (ArcInfo) license. The ArcGIS Desktop software will be licensed to the Contributor, not the Steward.

The Steward will retain 2 ArcGIS Desktop licenses installed on City of Des Moines PCs that Contributors may use to perform data maintenance. The Steward will also license and pay software maintenance on at least 1 ArcGIS Server license to host the Regional GIS data repository, web application and web services.

All software maintenance will be paid directly to ESRI, the software vendor.

5 MINIMUM SERVICE LEVELS

Section 3.4 of the Business Plan constitutes a list of minimum services and training that will be provided by the Regional GIS Partners. Minimum service levels specific to the data maintenance process are documented in the Regional GIS Data Maintenance Plan. The MOU and service levels will be reviewed annually at a technical meeting.

6 CHANGING THE BUSINESS PLAN AND MOU

6.1 TECHNICAL CHANGES

Any Regional GIS Partner may request a change to the Business Plan. The requested change must be presented in writing to the Technical Coordinators and reviewed and approved by all of the Technical Coordinators. Provided the change is a technical modification and does not significantly alter the purpose, governance structure, scope, service level, or cost sharing of the Regional GIS, the change may be approved by the Regional GIS Steward and the majority of Contributors. Examples of technical changes are adding or removing datasets in the Regional GIS data repository and Public Data Access Matrix, adding and removing equipment and supplies as materials become obsolete, changing the Technical Coordinator for a jurisdiction, or modifying supporting technical documents such as the Regional GIS Data Maintenance Plan and Regional GIS Data License Agreement.

6.2 SUBSTANTIVE CHANGES

Any requested change to the MOU, or change to the Regional GIS Business Plan that significantly alters the purpose, governance structure, scope, or service level or makes any change to the cost sharing of the Regional GIS, must be approved by Addendum to this MOU by the governing body or authorized officer/employee of the governing body of each of the Contributors. Examples of substantive changes are modifying the primary purpose of the Regional GIS to something other than support for public safety dispatch, changing the Regional GIS Steward.

6.3 JOINING THE PARTNERSHIP

Additional government owned public utilities and other government bodies as defined in Iowa Code Chapter 22 within the Des Moines Area Regional Partnership area may join the partnership upon: (1) recommendation of the Regional GIS Steward, which is at its sole discretion; and (2) approval and execution on behalf of the governing body or authorized representative of such joining entity. Such membership in the partnership shall be effective upon receipt by the Steward of a certified copy of such approval and execution by the governing body or authorized representative of the joining entity. Such new entity shall also send copies of the executed MOU to all partners. The Des Moines Regional GIS Partnership area is defined as a four-county area including all of Polk, Warren, Dallas, and Madison counties.

6.4 LEAVING THE PARTNERSHIP

A party may terminate its participation in the Regional GIS by providing 120 days written notice to the Regional GIS Steward. The Steward will notify all other parties and Stakeholder Users of the termination. In order to prevent negative impacts to users of the Regional GIS (e.g. E-911 dispatch and first responders), the terminating party must provide the Steward with a perpetual data license to keep a copy of the Regional GIS data for which the terminating party is the designated Data Owner and to create derivative data from such data. Upon receipt of the license, the data will remain in the Regional GIS repository, but the terminating party will be removed as Data

Owner. If the data license is not provided, all Regional GIS data for which the terminating party is the designated Data Owner will be returned to the party and removed from the Regional GIS repository. The party retains all software licenses that it owns at the time of termination.

IN WITNESS WHEREOF, the Partners hereto have caused this MOU to be executed by their duly authorized representatives as of the date stated below.

CITY OF DES MOINES

CITY OF GRIMES

Scott E. Sanders, City Manager

Scott Mikkelsen, Mayor

Rochelle Williams

From: Shelene Johnson <shelenej@jandmdisplays.com>
Sent: Friday, May 7, 2021 2:34 PM
To: Rochelle Williams
Cc: Cuttys Manager
Subject: Fireworks permit request for Cutty's Des Moines Camping Club 2021 displays
Attachments: Cutty's product July 2021.pdf; Cutty's product for Sept 2021.pdf; Cutty's insurance certificate 2021.pdf; J&M proof of insurance 2021.pdf

The purpose of this letter is to request a fireworks permit or letter of approval for Cutty's Des Moines Camping Club, Inc. fireworks display scheduled for Saturday July 3, 2021 and Tuesday, September 28th, 2021 at 2500 SE 37th Street Grimes, Iowa. Attached you will find device lists and insurance coverage.

No overnight storage is required. Delivery will be made on the day of the show by our vehicle in full compliance with DOT regulations, including an authorized emergency response number, \$10,000,000 transportation insurance, hazmat trained CDL driver, and an inspected and placarded vehicle.

A shoot team has not been assigned as yet for this display. We can submit information on the crew if you require it. As per Federal regulations, we have submitted information on all of our shooters to the A.T.F. for their Letter of Clearance.

Please feel free to contact us with any questions pertaining to the safe transport, use, permitting, storage or anything else pertaining to fireworks. We will be happy to assist in any way we can.

Would you please email me a letter of approval for our records? We like to have a copy in case of an ATF audit because we want to keep the ATF happy!

Thank you,

Shelene Johnson

shelenej@jandmdisplays.com

cell# 319-759-3190

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



J&M Displays Proposal for: Cutty's Des Moines Camping Independence Day Celebration

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	V shape candle bundle 300 shot - Assorted colors	
Category Shell Count: 600		

Ground Displays

Quantity	Name	Rising Effect
1	U. S. Flag 5' by 8'	
Category Shell Count: 0		
Section Shell Count: 600		

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Silver tail to silver time rain 25 shot	
Category Shell Count: 25		

2.5 Inch Color Shells

Quantity	Name	Rising Effect
1	Assortment T of 30 different J&M Brand Shells ELECTRIC FIRE	
Category Shell Count: 30		

3 Inch Color Shells

Quantity	Name	Rising Effect
1	CHANSAN SHELL - Mixed color peony	
1	Crackling Nishiki Kamuro w/Crackling Pistol	
1	Glittering silver to green strobe	
1	Lemon Eddy in Chrys	
1	Multi-color comets	
1	Red gamboge to variegated	
1	Six Angle chrysanthemum	
1	Super Bright Gold Flitter Spider & Red & Blue w Tail	
1	Variegated peony to crackling	
1	White strobe with red dahlia	
1	Assortment C of 20 (5 report & 15 color) shells ELECTRIC FIRE	
1	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE	
1	Assortment P of 10 pairs (20 shells) of J&M Brand shells	
1	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	
1	Assortment W of 20 different J&M Brand shells ELECTRIC FIRE	
Category Shell Count: 110		



J&M Displays Proposal for: Cutty's Des Moines Camping Independence Day Celebration

Main Event

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
----------	------	---------------

3	Happy face pattern	
3	Heart Pattern Red to crackle	
1	Red and blue with whistles (cylinder)	
1	Red with whistles (cylinder)	

Category Shell Count: 8

Section Shell Count: 173

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Brocade coconut with red green blue time rain crown 49 shot	
1	Red tail crackling to red & yellow dahlia to s. blue 100s	

Category Shell Count: 149

Section Shell Count: 149

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
----------	------	---------------

60	Ignitor 2 meter leads	
102	Ignitor 3 meter leads	

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Gold Flash Tail to RGB Dahlia Chrys 25 shot	
1	Brocade to Red White Blue 49 shot	

Category Shell Count: 74

Section Shell Count: 74

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Blue mine to red stars with white strobe 25 shot	
1	Blue tail to brocade crown 25 shot	
1	Red tail to red and blue with white strobe 25 shot	
1	Red White Blue & crackling comets, with report finale 100 shot	

Category Shell Count: 175



J&M Displays Proposal for:
**Cutty's Des Moines Camping
Independence Day Celebration**

15% Free for Multiple Year Agreement

3 Inch Color Shells

Quantity Name

Rising Effect

- | | |
|---|----------------------------------|
| 1 | Golden wave to variegated |
| 1 | Reddish gamboge to magenta chrys |

Category Shell Count: 2

Section Shell Count: 177



J&M Displays Proposal for: Cutty's Des Moines Camping Independence Day Celebration

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: ~~██████████~~

Total Shot Count: 1173

Packing Check: 200

Date of Display: 07/03/21

Customer Number: 10460

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays, quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



J&M Displays Proposal for: Cutty's Des Moines Camping Fall show Sept 26

Main Event

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Brocade Crown 36s (25sec)	
---	---------------------------	--

Category Shell Count: 36

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Multicolor comets to reports 25 shot	
2	V shape candle bundle 300 shot - Orange	
1	Blue, Lemon, Magenta tails to breaks 100 shot	
1	Cake assort A- 4 different 25 cakes, variety effects	

Category Shell Count: 825

2.5 Inch Salutes

Quantity	Name	Rising Effect
----------	------	---------------

5	Silver sparked salute	
---	-----------------------	--

Category Shell Count: 5

2.5 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

3	Lemon dahlia	
2	Reddish gamboge to purple chrys	
1	Assortment E of 15 pairs (30 shells) of J&M Brand shells ELECTRIC FIRE	
1	Assortment T of 30 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 65

3 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

1	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE	
---	---	--

Category Shell Count: 20

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
----------	------	---------------

2	Happy face pattern	
1	Green with whistles (cylinder)	

Category Shell Count: 3

Section Shell Count: 954

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Brocade coconut with red green blue time rain crown 49 shot	
---	---	--

Category Shell Count: 49

Section Shell Count: 49



**J&M Displays Proposal for:
Cutty's Des Moines Camping
Fall show Sept 26**

Miscellaneous

Ignition Items

Quantity Name

Rising Effect

59 Igniter 2 meter leads
50 Igniter 3 meter leads

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

Multi-shell Barrage Units

Quantity Name

Rising Effect

1 Gold Flash Tail to RGB Dahlia Chrys 25 shot
1 Silver tail to silver time rain 25 shot

Category Shell Count: 50

Section Shell Count: 50

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity Name

Rising Effect

1 Cake assort A- 4 different 25 cakes, variety effects

Category Shell Count: 100

Section Shell Count: 100



J&M Displays Proposal for: **Cutty's Des Moines Camping** Fall show Sept 26

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: [REDACTED]

Total Shot Count: 1153

Packing Check: 135

Date of Display: 09/26/21

Customer Number: 10460

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays, quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

CUSTOMER WANTS APPROXIMATELY 20 MINUTE SHOW!!!!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2021

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:		
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101	
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Denali Insurance Company		16044
	INSURER B: Axis Surplus Ins Company		26620
	INSURER C: Everest Indemnity Insurance Co.		10851
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2087075492

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00080-211	1/15/2021	1/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-211	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000063943-03	1/15/2021	1/15/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Excess Liability #2			SI8EX01313-211	1/15/2021	1/15/2022	Each Occ Aggregate Total Limits	\$4,000,000 \$10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

FIREWORKS DISPLAY DATES: JULY 3 AND SEPTEMBER 28, 2021

LOCATION OF EVENT: CAMPGROUND

ADD'L INSURED: THE CITY OF GRIMES, IOWA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; CUTTY'S DES MOINES CAMPING CLUB (SPONSOR/LANDOWNER)

CERTIFICATE HOLDER**CANCELLATION**

Cutty's Des Moines Camping Club
2500 SE 37th Street, Unit A
Grimes IA 50111

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2021

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Denali Insurance Company	NAIC # 16044
	INSURER B: Axis Surplus Ins Company	26620
	INSURER C: Everest Indemnity Insurance Co.	10851
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1756402329**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00060-211	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-211	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000063943-03	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			SI8EX01313-211	1/15/2021	1/15/2022	Each Occ/ Aggregate Total Limits \$4,000,000 \$10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



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

AGENDA MEMO

For Meeting of May 25, 2021

AGENDA HEADING: Resolution Amending Address of Lot 54, Brentwood Estates

SYNOPSIS: It has been discovered that an error was made when assigning the address for Lot 54 on the Final Plat for Brentwood Estates. Staff would recommend approval of the attached Resolution Amending Address from 2917 NE Cherry Court to 2922 NE Brentwood Circle.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the attached Resolution Amending Address from 2917 NE Cherry Court to 2922 NE Brentwood Circle.

RESOLUTION NO. 05-4021

RESOLUTION AMENDING ADDRESS OF
LOT 54, BRENTWOOD ESTATES

WHEREAS, there is an error in the address assigned for Lot 54 on the Final Plat of Brentwood Estates.

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

That the plat of Brentwood Estates be amended by changing the local address of Lot 54 shown on said plat from 2917 NE Cherry Court to 2922 NE Brentwood Circle. A copy of this resolution shall be filed of record with the Polk County, Iowa recorder.

PASSED AND APPROVED this ____ day of _____, 20__.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of May 25, 2021

AGENDA HEADING:

Resolution Setting Public Hearing – Rezoning of Property at SW 19th Street and South James Street

SYNOPSIS:

The applicant, Doug Siedenbug, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located south of SW 19th Street and west of South James Street. The 35 Acre property is currently Zoned A-1, and is identified as General Commercial and Business Park upon the Future Land Use Plan. The property owner was unable to obtain contact information for adjoining property owners, and thus was not able to obtain the necessary consent per the Ordinance. As such, staff is suggesting that the City Council initiate the process.

Staff has determined that the Future Land Use Plan designations do not match the projected activity for this corridor. Staff sees this area progressing into a neighborhood-oriented development. Commercial development along the full stretch of SW 19th Street between South James and County Line Road is not realistic. In addition, staff does not feel that large flex business parks are the most viable development option or the best fit for the area.

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

As such, the applicant has provided a conceptual master plan for the 35-acre site. The eastern approximate 11.3 acres is reserved for commercial/mixed use development. This area will allow traditional commercial development as well as vertical mixed-use buildings with retail/office on the ground floor and multi-family units above. The middle approximate 12 acres are planned for high-density residential, also including the ability to locate senior living facilities within the area. The western approximate 12 acres are planned for medium-density residential including senior living facilities. A minimum of 12 acres of medium-density residential and 10 acres of commercial/mixed use is proposed. Density over the entire approximate 24 acres medium- and high-density residential is proposed to be capped at 16 dwelling units per acre for a maximum of 404 dwelling units.



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

The layout provided is only a conceptual rendering of the site. The concept will continue to be refined through the rezoning process as required public improvements are determined based on the James Street Corridor Study. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

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 NO. _____

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

WHEREAS, certain land in the City of Grimes, Iowa, generally located south of SW 19th Street and west of South James Street 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 22nd day of June 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 Planning 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

WARRANTY DEED: BOOK 15270, PAGE 944
THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER
(N1/2 N1/2 NE1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-NINE (79) NORTH,
TWENTY-FIVE (25) WEST OF THE 5TH P.M, POLK COUNTY, IOWA.

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY
GENERALLY LOCATED SOUTH OF SW 19TH STREET AND WEST OF SOUTH JAMES
STREET 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 22nd day of June 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 SOUTH OF SW 19TH STREET AND WEST OF SOUTH JAMES
STREET 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: RWilliames@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

WARRANTY DEED: BOOK 15270, PAGE 944

THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER
(N1/2 N1/2 NE1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-NINE (79) NORTH,
TWENTY-FIVE (25) WEST OF THE 5TH P.M, POLK COUNTY, IOWA.

PETITION TO REZONE PROPERTY WITHIN THE CITY OF GRIMES, IOWA

I (We), the undersigned, Diane M. Britson, own property legally described as follows:

The North One-Half of the North One-Half of the Northeast Quarter (N1/2, N1/2, NE1/4) of Section Seven (7), Township Seventy-Nine (79) North, Range Twenty-Five (25) West of the 5th P.M., 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 Agricultural District to PUD Planned Unit Development.

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 26th day of February, 2021.

A handwritten signature in black ink, appearing to read "Diane M. Britson", is written over a horizontal line. To the left of the signature is a small "x" mark.

Diane M. Britson

Printed Name

PREZONING SKETCH

Civil Engineering Consultants, Inc.
100 86th Street, Suite 12, Des Moines, Iowa 50322
515.276.4884 • mail@ceconline.com



DATE OF SURVEY	2014-04-20
ISSUED BY	BHA
REVIEW BY	HH

REET

S. JAMES STREET & SW 14TH STREET
GRIMES, GRIMES, IOWA
COVER

SHEET — OF 5

PREPARED FOR:
 JAMES H. HALL
 ATTORNEY GENERAL
 100 N. DEAN AVE.
 COLUMBIA, MO. 65201-4000
 PHONE: 314-229-4222

PREPARED BY:
 EDWARD H. AEP, F.L.A. & A.S.A.
 CIVIL ENGINEERING CONSULTANTS
 3400 BATH STREET, SUITE D
 ST. LOUIS, MO. 63111
 PHONE: 314-766-0004 FAX: 314-766-0005

PROPERTY OWNER:
DAINE H BRITTON
3120 SHANE DANCE DR
HARRISBURG, NEBRASKA 68101-2004

PROJECT MANAGER:
HOWARD J. FINE, P.E.
1000 W. 15TH AVE., FLA. 33404
CIVIL ENGINEERING CONSULTANTS
2400 NW 11TH STREET, SUITE 12
Ft. Lauderdale, FL 33305
PHONE: 561-751-4864 FAX: 561-751-4864

PROFESSIONAL
LAND SURVEYOR:
DAVID ENGINEERING CONSULTANTS
INC., JENNIFER A. GARDNER, PLS. #0006
3400 NORTH STREET, SUITE #12
SEWINGALE, IA 50822

LEGAL DESCRIPTION:
HARBURY DEED BOOK B870, PAGE 444
THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER, NW 1/4 NE 1/4 OF SECTION SEVEN T2E
RANGE SIXTY-FOUR T6S R9E NORTH, TRACT AND C&P INTEREST ON THE EAST 1/2 OF THE EAST 1/2 OF POLK COUNTY, IOWA.

LAND AREAS
USE: VEH
2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820 2821 2822 2823 2824 2825 2826 2827 2828 2829 2830 2831 2832 2833 2834 2835 2836 2837 2838 2839 284

LEGEND

[Solid Black Box]	B-5 HOME OWNERS MULTIPLE FAMILY DWELLING DISTRICT
[Box with X]	PED - PLANNED SET DEVELOPMENT

LAND USE
DOMESTIC AGRICULTURAL
FOREST
WATER
MELTPWENT
M2

BULK ZONING REGULATIONS: IS NEW YORK DOING IT RIGHT?

FAMILY DWELLING DISTRICT

10	2	
----	---	--

14.5 NORTH DORTH MILITARY
 FAMILY DRILLING DISTRICT
 FRONT SERVICE - 307

100%	90%	80%	70%	60%	50%	40%	30%	20%	10%	0%
100%	90%	80%	70%	60%	50%	40%	30%	20%	10%	0%

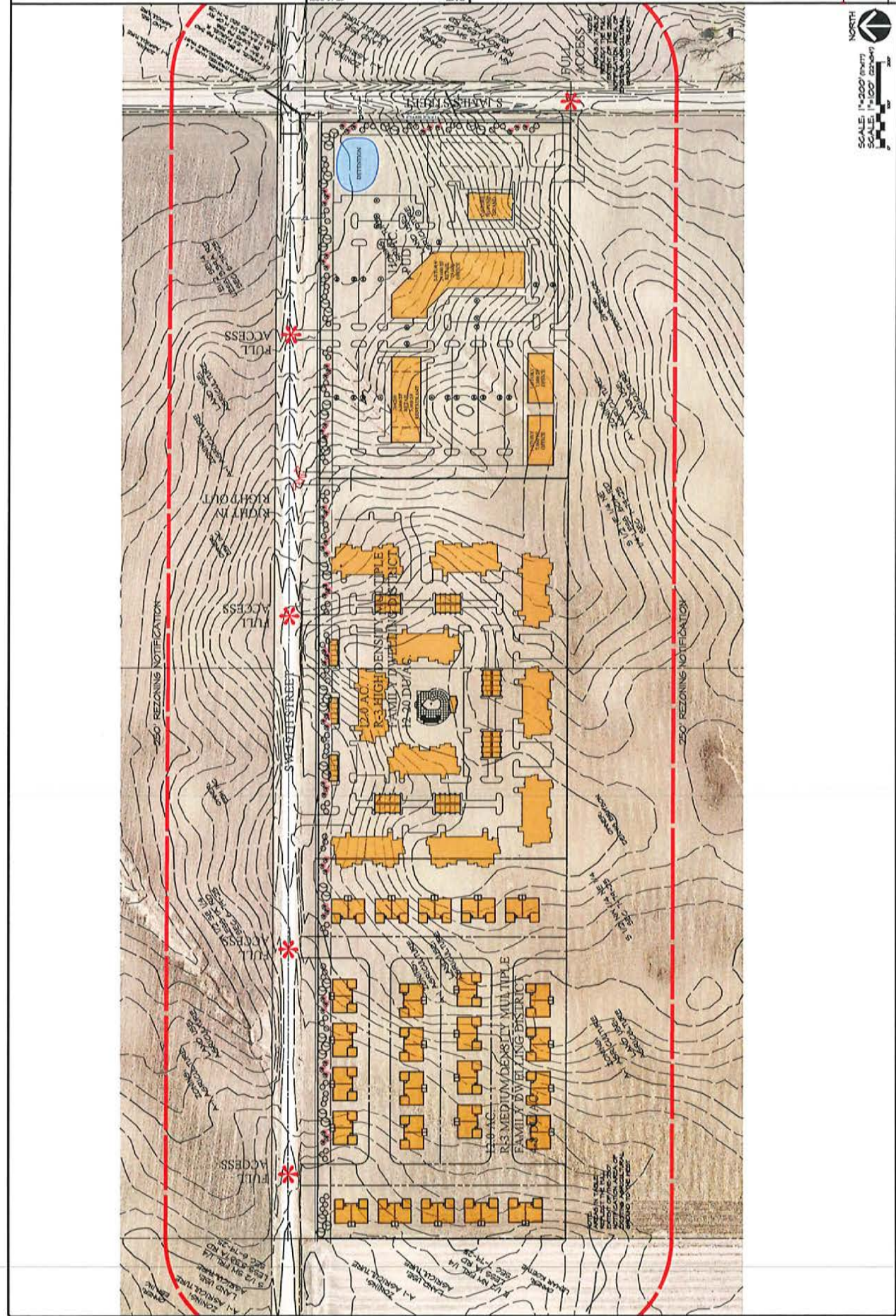
6	6	
---	---	--

The map is a vicinity sketch of the intersection of County Line Road and 9th Street in Dallas County, Texas. County Line Road runs vertically, with 'COUNTY LINE ROAD' and 'DALLAS COUNTY' labels. 9th Street runs horizontally, with '9TH STREET' and 'S. JAMES STREET' labels. Other streets shown include Garcia Blvd, N. James St, and 44th St. A red rectangle on 9th Street, south of the intersection, is labeled 'SITE'. A north arrow is in the top right corner.

VICINITY SKETCH

	Name of Property Owner	Legal Description	Mailing Address	Total Area of Property (SQ FT)	Square Footage of Improvements (SQ FT)	% of Total Area of Property	Exempt from Assessment
1	DENNIS BRITTON	S 1/2 NE 1/4 NE 1/4 L255 AOA TO SEC 7-7N-25	DENNIS BRITTON DALLAS CENTER, IA 50009-0946	944,000	200,000	21.1%	
2	DENNIS BRITTON	S 1/2 NE 1/4 NE 1/4 NE 1/4 SEC 7-7N-25	DENNIS BRITTON DALLAS CENTER, IA 50009-0946	913,000	189,000	20.8%	
3	LEWIS KOTHE	E 1/2 NW 1/4 NW 1/4 L255 A TO SEC 6-7N-25	LEWIS KOTHE 255 MONROE, IA 50552-2553	244,000	200,000	82.0%	
4	BBM INC	S 1/2 NW 1/4 NW 1/4 L255 A TO SEC 6-7N-25	CAPITAL AGRIC PROPR SERV 1501 N. KOSOFF-2500 STE 500 US 1 N. KOSOFF-2500 STE 500	325,000	400	0.1%	
5	BBM INC	N 1/2 SE 1/4 NE 1/4 L255 A TO SEC 6-7N-25	CAPITAL AGRIC PROPR SERV 1501 N. KOSOFF-2500 STE 500 US 1 N. KOSOFF-2500 STE 500	244,000	285,000	117.0%	
6	BBM INC	E 1/2 NE 1/4 L255 A TO SEC 6-7N-25	CAPITAL AGRIC PROPR SERV 1501 N. KOSOFF-2500 STE 500 US 1 N. KOSOFF-2500 STE 500	330,000	325,000	98.5%	
7	MARK A BRITTON (PROPERTY OF PATTILLS R PO BOX 900000 TWIN FALLS	SW 1/4 SEC 10 T25S R25S N 34A - SW 1/4 SEC 10 T25S R25S N 34A - SW 1/4 OF RY L255	DALLAS CENTER, IA 50009-0940	400,000	40,000	10.0%	
8	BBM INC	NW 1/4 1/4 1/4 SW OF RR RICH L255 TO SEC 6-7N-25	CAPITAL AGRIC PROPR SERV 1501 N. KOSOFF-2500 STE 500 US 1 N. KOSOFF-2500 STE 500	1,042,000	300,000	28.8%	

GENERAL LEGEND	
	PROPOSED PAVING
	PROPOSED ROADWAY
	PROPOSED RIGHT-OF-WAY
	PROPOSED EASEMENT
	PROPOSED UTILITY
	PROPOSED STRUCTURE
	PROPOSED FENCING
	PROPOSED LANDMARK
	PROPOSED SURVEY POINT
	PROPOSED SURVEY LINE
	PROPOSED SURVEY BOUNDARY
	PROPOSED SURVEY AREA
	PROPOSED SURVEY STATION
	PROPOSED SURVEY ELEVATION
	PROPOSED SURVEY DISTANCE
	PROPOSED SURVEY ANGLE
	PROPOSED SURVEY BEARING
	PROPOSED SURVEY CURVE
	PROPOSED SURVEY INTERSECTION
	PROPOSED SURVEY OFFSET
	PROPOSED SURVEY REFERENCE
	PROPOSED SURVEY NOTE
	PROPOSED SURVEY DETAIL
	PROPOSED SURVEY STATIONING
	PROPOSED SURVEY ELEVATION NOTE
	PROPOSED SURVEY DISTANCE NOTE
	PROPOSED SURVEY ANGLE NOTE
	PROPOSED SURVEY BEARING NOTE
	PROPOSED SURVEY CURVE NOTE
	PROPOSED SURVEY INTERSECTION NOTE
	PROPOSED SURVEY OFFSET NOTE
	PROPOSED SURVEY REFERENCE NOTE
	PROPOSED SURVEY NOTE NOTE
	PROPOSED SURVEY DETAIL NOTE
	PROPOSED SURVEY STATIONING NOTE
	PROPOSED SURVEY ELEVATION NOTE NOTE
	PROPOSED SURVEY DISTANCE NOTE NOTE
	PROPOSED SURVEY ANGLE NOTE NOTE
	PROPOSED SURVEY BEARING NOTE NOTE
	PROPOSED SURVEY CURVE NOTE NOTE
	PROPOSED SURVEY INTERSECTION NOTE NOTE
	PROPOSED SURVEY OFFSET NOTE NOTE
	PROPOSED SURVEY REFERENCE NOTE NOTE
	PROPOSED SURVEY NOTE NOTE NOTE
	PROPOSED SURVEY DETAIL NOTE NOTE
	PROPOSED SURVEY STATIONING NOTE NOTE
	PROPOSED SURVEY ELEVATION NOTE NOTE NOTE
	PROPOSED SURVEY DISTANCE NOTE NOTE NOTE
	PROPOSED SURVEY ANGLE NOTE NOTE NOTE
	PROPOSED SURVEY BEARING NOTE NOTE NOTE
	PROPOSED SURVEY CURVE NOTE NOTE NOTE
	PROPOSED SURVEY INTERSECTION NOTE NOTE NOTE
	PROPOSED SURVEY OFFSET NOTE NOTE NOTE
	PROPOSED SURVEY REFERENCE NOTE NOTE NOTE
	PROPOSED SURVEY NOTE NOTE NOTE NOTE
	PROPOSED SURVEY DETAIL NOTE NOTE NOTE
	PROPOSED SURVEY STATIONING NOTE NOTE NOTE
	PROPOSED SURVEY ELEVATION NOTE NOTE NOTE NOTE
	PROPOSED SURVEY DISTANCE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY ANGLE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY BEARING NOTE NOTE NOTE NOTE
	PROPOSED SURVEY CURVE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY INTERSECTION NOTE NOTE NOTE NOTE
	PROPOSED SURVEY OFFSET NOTE NOTE NOTE NOTE
	PROPOSED SURVEY REFERENCE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY DETAIL NOTE NOTE NOTE NOTE
	PROPOSED SURVEY STATIONING NOTE NOTE NOTE NOTE
	PROPOSED SURVEY ELEVATION NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY DISTANCE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY ANGLE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY BEARING NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY CURVE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY INTERSECTION NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY OFFSET NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY REFERENCE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY DETAIL NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY STATIONING NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY ELEVATION NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY DISTANCE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY ANGLE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY BEARING NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY CURVE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY INTERSECTION NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY OFFSET NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY REFERENCE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY DETAIL NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY STATIONING NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY ELEVATION NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY DISTANCE NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY ANGLE NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY BEARING NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY CURVE NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY INTERSECTION NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY OFFSET NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY REFERENCE NOTE NOTE NOTE NOTE NOTE NOTE NOTE
	PROPOSED SURVEY NOTE NOTE NOTE NOTE NOTE NOTE NOTE NOTE



NOTICE OF PUBLIC HEARING TO CONSIDER AMENDING PROVISIONS OF THE
ZONING ORDINANCE OF THE CITY OF GRIMES, IOWA, REGARDING SIGNS

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 22nd day of June, 2021, at which time and place the City Council will hold a public hearing on amending the Zoning Ordinance regarding regulations associated with "SIGNS". Such amendment is set forth in the proposed Ordinance(s) entitled as follows:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF GRIMES, IOWA, BY AMENDING THE
ZONING ORDINANCE REGARDING REGULATIONS
ASSOCIATED WITH "SIGNS"

For all the particulars of the proposed amendments, see the proposed Ordinance(s) entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes, which may be examined there. The proposed Ordinance(s) is by this reference made a part of this Notice.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed amendments described above and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

FY21 #1
Hy-Vee
2017

EXHIBIT C

DEVELOPER'S ESTIMATE WORKSHEET

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

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

\$ 20,200,000.

Tax # 311-00347-701-000

(3) Base Taxable Valuation of Property:

\$ 64,120.

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

\$ 3,300,000 (the "TIF Value"). Hy-Vee portion x.90

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

\$ 30.82906 per thousand of value.

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

\$ 2,970,000 x \$ 30.82906 / 1000 = \$ 91,562 (the "TIF Estimate")

(7) TIF Estimate (\$ 91,562 x Annual Percentage* (60 %)) = Developer's Estimate (\$ 54,937).

Fiscal Year of City	Annual Percentage *
First Payment	75%
Second Payment X	60%
Third Payment	45%
Fourth Payment	30%
Fifth Payment	15%

PAID

1/2 in ~~Dec~~ May 2021

\$ 27,468.50

mmw

125-520-6498

EXHIBIT B

COMPANY'S ESTIMATE WORKSHEET

F421
TNC
2014
agreement

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20 18:
\$ 55,500.
- (3) Base Taxable Valuation of Property:
\$ 36,500.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ 19,000 (the "TIF Value"). $\times .90 = 17,100$
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 30.82906 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 17,100 $\times$ \$ 30.82906 / 1000 = \$ 527.2 (the "TIF Estimate")
- (7) TIF Estimate (\$ _____ $\times$ Annual Percentage* (____%) = Company's Estimate (\$ _____).

PAID

\$ 263.60 $\times \frac{1}{2}$

May 2021

125-520-6498

mm

EXHIBIT C

DEVELOPER'S ESTIMATE WORKSHEET

Shade
Tree
Auto
F421

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$ 1,970,000.
- (3) Base Taxable Valuation of Property:
\$ 3870.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ 1,966,130 (the "TIF Value"). $\times .90 = 1,769,517$
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 30.82906 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 1,769,517 $\times$ \$ 30.82906 / 1000 = \$ 54,553 (the "TIF Estimate")
- (7) TIF Estimate (\$ 54,553 $\times$ Annual Percentage* (45 %) = Developer's Estimate (\$ 24,549).

Fiscal Year of City	Annual Percentage *
First Payment	75%
Second Payment	60%
Third Payment $\times$	45%
Fourth Payment	30%
Fifth Payment	15%

PAID

May 2021

125-520-6498

$\frac{1}{2}$ \$12,274.50

311-00305-525-
mm 1002

✓

EXHIBIT C

DEVELOPER'S ESTIMATE WORKSHEET

Total Family Eye Care
Addison West LLC
FY21

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$ 1,850,000.
- (3) Base Taxable Valuation of Property:
\$ 2,530.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ 1,847,470 (the "TIF Value"). $\times .90 = 1,662,723$
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"): .
\$ 30.95383 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
 $\$1,662,723 \times \$30.95383 / 1000 = \$51,468$ (the "TIF Estimate")
- (7) TIF Estimate (\$ 51,468 x Annual Percentage* (45%) = Developer's Estimate (\$ 23,160).

Fiscal Year of City	Annual Percentage *
First Payment	75%
Second Payment	60%
Third Payment $\times$	45%
Fourth Payment	30%
Fifth Payment	15%

PAID

May 2021
\$ 11,580.00 : 1/2
mm

Hubbell
2015 #4
BT 6 Iowa
Block Real
Estate

EXHIBIT B

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20 19:
\$ 2,543,800.
- (3) Base Taxable Valuation of Property:
\$ 5690.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ 2,538,110 (the "TIF Value"). $\times .90 = 2,284,299$
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 30.82906 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 2,284,299 $\times$ \$ 30.82906 / 1000 = \$ 70,423 (the "TIF Estimate")
- (7) TIF Estimate (\$ 70,423 $\times$ Annual Percentage* (100 %)) = Company's Estimate (\$ 70,423).

PAID

FY 21
1/2 \$ 35,211.50

May 2021

125-520-6498

#311-00305-585-011

mm

2014
Hubbly #3
BTG Iowa
Block Real
Estate

EXHIBIT B

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20 19 :
\$ 4,849,190.
- (3) Base Taxable Valuation of Property:
\$ 6719.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ 4,842,471 (the "TIF Value"). $\times .90 = 4,358,224$
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 30.82906 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 4,358,224 $\times$ \$ 30.82906 / 1000 = \$ 134,360 (the "TIF Estimate")
- (7) TIF Estimate (\$ 134,360 $\times$ Annual Percentage* (100 %) = Company's Estimate
(\$134,360). 94,328 max amt left

PAID

F421 $\frac{1}{2}$
\$47,164

Final - May 2021

#311.00305.585.010

125-520-6498

mmw

*Daimler Trucks
FY21*

EXHIBIT B

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$ 7,775,000.
- (3) Base Taxable Valuation of Property:
\$ 6394.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ 7,768,606 (the "TIF Value"). $\times .90 = 6,991,745$
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 30.82906 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
 $\$6,991,745 \times \$30.82906 / 1000 = \$215,549$ (the "TIF Estimate")
- (7) TIF Estimate (\$215,549 x Annual Percentage* (100%) = Company's Estimate (\$215,549).

PAID

1/2 in May 2021

\$107,774.50

mm

125-520-6498

#311-00305-990-004

Heritage at Grimes, LLC
TIF Asking for December 2019 Certification

Heritage at Grimes
FY21

1-2019 for FY 2020-21										
	Res	Comm	Multires	Ag	EXEMPT	Subtotal	Assessed Value	Taxable Value	Est TIF Rebate	
Pit 1 Townhomes	\$2,724,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,724,060.00	\$2,724,060.00	\$1,500,480.47		
Pit 1	\$5,002,570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,002,570.00	\$5,002,570.00	\$3,416,542.79		
Heritage Comm Pit 1	\$0.00	\$3,052,800.00	\$4,720,000.00	\$0.00	\$4,720,000.00	\$12,542,800.00	\$7,772,800.00	\$6,110,570.00		
Pit 2	\$7,591,000.00	\$4,005,570.00	\$0.00	\$13,440.00	\$0,718,200.00	\$21,658,210.00	\$11,920,010.00	\$8,109,648.37		
Pit 3	\$15,801,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,801,970.00	\$15,801,970.00	\$8,994,165.28		
Pit 4	\$5,894,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,894,600.00	\$5,894,600.00	\$3,924,268.43		
Pit 5	\$11,104,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,104,170.00	\$11,104,170.00	\$6,320,271.48		
Pit 6	\$2,437,610.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,437,610.00	\$2,437,610.00	\$1,387,438.86		
Pit 7	\$0.00	\$0.00	\$0.00	\$33,420.00	\$0.00	\$33,420.00	\$33,420.00	\$18,759.45		
Station Crossing	\$0.00	\$1,822,260.00	\$0.00	\$0.00	\$0.00	\$1,822,260.00	\$1,822,260.00	\$1,640,034.00		
TOTAL	\$52,865,980.00	\$8,880,630.00	\$4,720,000.00	\$0.00	\$14,488,200.00	\$81,001,670.00	\$66,513,470.00	\$41,472,129.14	\$1,315,797.33	
	56.9180%	90.0000%	71.2500%	56.1324%			Base Value =>	\$638,570.00	\$32,2234	

FY 2021 Asking

PAID

\$657,898.50

pay May 2021

125-520-6498

mm

R&R Realty Group

F421

EXHIBIT C

parcel

311-00347-701-000

DEVELOPER'S ESTIMATE WORKSHEET

Prairie Business Park 1

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

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

\$ 20,200,000.

(3) Base Taxable Valuation of Property:

\$ 64,120.

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

\$ 16,835,880 (the "TIF Value"). ~~\$ 3,300,000~~ ^{Hy-Vee}

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

\$ 30.82906 per thousand of value.

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

\$ 16,835,880 x \$ 30.82906 / 1000 = \$ 519,034 (the "TIF Estimate") x .90 = 467,130

(7) TIF Estimate (\$ 467,130 x Annual Percentage* (60%) = Developer's Estimate (\$ 280,279).

Fiscal Year of City	Annual Percentage *
First Payment	75%
Second Payment	60%
Third Payment	45%
Fourth Payment	30%
Fifth Payment	15%

PAID

125-520-6498

May 2021
1/2 Dec 2020

\$ 140,139.50

mm

FY 21
Iowa
Stone

EXHIBIT C

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$ 1,710,000.
- (3) Base Taxable Valuation of Property:
\$ 4180 1,705,820 x .90
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ 1,535,238 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"): .
\$ 30.95383 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
 $\$1,535,238 \times \$30.95383 / 1000 = \$47,521$ (the "TIF Estimate")
- (7) TIF Estimate ($\$47,521 \times \text{Annual Percentage}^* (75\%) = \text{Developer's Estimate}$
(\$35,641).

Fiscal Year of City	Annual Percentage *
First Payment	75%
Second Payment	60%
Third Payment	45%
Fourth Payment	30%
Fifth Payment	15%

PAID

\$17,820.50 1/2 May 202

mmw

Contractor's Application for Payment No.

17 (Seventeen)

Application Period:

4/1/2021

to

4/30/2021

Application Date:

5/4/2021

To (Owner):	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	From (Contractor):	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443	Via (Engineer):	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
Owner's DWSRF Number:	FS-77-18-DWSRF-016	Contractor's Contract Number:	1300	Engineer's Project Number:	190904
Project:	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1		Contract:	Grimes RO WTP - Phase 1	

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
001	\$ 37,166.00	\$ -
002	\$ 71,894.00	\$ -
Totals:	\$ 109,060.00	\$ -
Net Change by Change Order:	\$	109,060.00

1. Original Contract Price.....	\$	17,951,200.00
2. Net change by Change Orders.....	\$	109,060.00
3. Current Contract Price (Line 1 ± 2).....	\$	18,060,260.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	16,037,190.29
5. Retainage		
a. 5.0% X \$ 15,934,327.00 Work Completed.....	\$	796,716.35
b. 5.0% X \$ 102,863.29 Stored Material.....	\$	5,143.16
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	801,859.51
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	15,235,330.78
7. Less Previous Payments (Line 6 from prior Application).....	\$	14,161,445.08
8. Amount Due This Application.....	\$	1,073,885.70
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	2,824,929.22

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date: 5/17/2021

Payment of: \$1,073,885.70

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Mutlu Wohl

(Engineer)

5/17/2021

(Date)

Payment of:

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1				Application Number:	17 (Seventeen)		
Application Period:	4/1/2021	to	4/30/2021		Application Date:	5/4/2021		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
01.01	Bonds & Insurance	\$ 269,268.00	\$ 269,268.00	\$ -		\$ 269,268.00	100.00%	\$ -
01.02	General / Mobilization	\$ 88,000.00	\$ 88,000.00	\$ -		\$ 88,000.00	100.00%	\$ -
01.03	Furnishings / Appliance / AV Equipment Allowance	\$ 80,000.00	\$ -	\$ -		\$ -	0.00%	\$ 80,000.00
01.04	Submittal Software Allowance	\$ 18,000.00	\$ 9,000.00	\$ -		\$ 9,000.00	50.00%	\$ 9,000.00
Division 02 - Existing Conditions								
02.01	Demolition - Process	\$ 75,624.00	\$ -	\$ 7,500.00		\$ 7,500.00	9.92%	\$ 68,124.00
02.02	Demolition - Existing Site Fence	\$ 7,800.00	\$ 7,800.00	\$ -		\$ 7,800.00	100.00%	\$ -
Division 03 - Concrete								
03.01	Cast In Place Concrete / Reinforcement							
03.01.1	Spread Footings Office Area	\$ 3,800.00	\$ 3,800.00	\$ -		\$ 3,800.00	100.00%	\$ -
03.01.2	Ribbon Footings Process Area	\$ 96,250.00	\$ 96,250.00	\$ -		\$ 96,250.00	100.00%	\$ -
03.01.3	Ribbon Footings Office Area	\$ 68,300.00	\$ 68,300.00	\$ -		\$ 68,300.00	100.00%	\$ -
03.01.4	Foundation Walls Process Area	\$ 13,850.00	\$ 13,850.00	\$ -		\$ 13,850.00	100.00%	\$ -
03.01.5	Pipe Trench Mat Slabs	\$ 179,240.00	\$ 179,240.00	\$ -		\$ 179,240.00	100.00%	\$ -
03.01.6	Pipe Trench Walls & Piers	\$ 266,844.00	\$ 266,844.00	\$ -		\$ 266,844.00	100.00%	\$ -
03.01.7	Basement Mat Slab	\$ 203,500.00	\$ 203,500.00	\$ -		\$ 203,500.00	100.00%	\$ -
03.01.8	Basement Walls & Columns	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
03.01.9	Phosphate/Ammonia Area Slabs	\$ 29,462.00	\$ 29,462.00	\$ -		\$ 29,462.00	100.00%	\$ -
03.01.10	Phosphate/Ammonia Area Walls	\$ 44,100.00	\$ 44,100.00	\$ -		\$ 44,100.00	100.00%	\$ -
03.01.11	Chlorine Room Slabs	\$ 35,350.00	\$ 35,350.00	\$ -		\$ 35,350.00	100.00%	\$ -
03.01.12	Chlorine Room Walls	\$ 40,050.00	\$ 40,050.00	\$ -		\$ 40,050.00	100.00%	\$ -
03.01.13	Flushing Box	\$ 9,800.00	\$ 9,800.00	\$ -		\$ 9,800.00	100.00%	\$ -
03.01.14	Stoops	\$ 14,440.00	\$ 14,440.00	\$ -		\$ 14,440.00	100.00%	\$ -
03.01.15	Pump Room Elevated Slab	\$ 222,350.00	\$ 222,350.00	\$ -		\$ 222,350.00	100.00%	\$ -
03.01.16	SOG East Process Area	\$ 95,350.00	\$ 95,350.00	\$ -		\$ 95,350.00	100.00%	\$ -
03.01.17	SOG West Process Area	\$ 29,200.00	\$ 29,200.00	\$ -		\$ 29,200.00	100.00%	\$ -
03.01.18	SOG Office Area	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -
03.01.19	Generator Pad	\$ 49,070.00	\$ 49,070.00	\$ -		\$ 49,070.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
03.01.20	Sign	\$ 10,700.00	\$ 10,700.00	\$ -		\$ 10,700.00	100.00%	\$ -
03.01.21	Misc Equipment Pads	\$ 26,480.00	\$ 26,480.00	\$ -		\$ 26,480.00	100.00%	\$ -
03.01.22	Concrete Stair	\$ 4,500.00	\$ 4,500.00	\$ -		\$ 4,500.00	100.00%	\$ -
03.01.23	Precast Topping	\$ 4,800.00	\$ 4,800.00	\$ -		\$ 4,800.00	100.00%	\$ -
03.02	Precast Concrete	\$ 645,000.00	\$ 640,500.00	\$ 4,500.00		\$ 645,000.00	100.00%	\$ -
Division 04 - Masonry								
04.01	Masonry	\$ 85,908.00	\$ 84,500.00	\$ 1,408.00		\$ 85,908.00	100.00%	\$ -
Division 05 - Metals								
05.01	Structural Steel & Misc Metal / Steel Joist - Decking / Stairs - Railings - Grating	\$ 422,040.00	\$ 406,000.00	\$ -		\$ 406,000.00	96.20%	\$ 16,040.00
05.02	Metals & Precast Erection	\$ 270,711.00	\$ 262,000.00	\$ -		\$ 262,000.00	96.78%	\$ 8,711.00
Division 06 - Wood, Plastics, and Composites								
06.01	Rough Carpentry	\$ 2,500.00	\$ 2,000.00	\$ 500.00		\$ 2,500.00	100.00%	\$ -
Division 07 - Thermal and Moisture Protection								
07.01	Damp Proofing - Insulation	\$ 17,245.00	\$ 17,245.00	\$ -		\$ 17,245.00	100.00%	\$ -
07.02	Roofing / Roofing Accessories	\$ 281,900.00	\$ 278,000.00	\$ -		\$ 278,000.00	98.62%	\$ 3,900.00
07.03	Sealants	\$ 19,195.00	\$ 18,000.00	\$ -		\$ 18,000.00	93.77%	\$ 1,195.00
Division 08 - Openings								
08.01	Doors / Frames / Hardware / Hatches							
08.01.1	Doors & Hardware	\$ 64,500.00	\$ 44,500.00	\$ -		\$ 44,500.00	68.99%	\$ 20,000.00
08.01.2	Access Hatches	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
08.02	Overhead Coiling Doors	\$ 52,000.00	\$ 52,000.00	\$ -		\$ 52,000.00	100.00%	\$ -
08.03	Aluminum Entrance & Storefronts	\$ 46,798.00	\$ 22,140.00	\$ -	\$ 15,863.29	\$ 38,003.29	81.21%	\$ 8,794.71
08.04	Architectural Louvers	\$ 46,521.00	\$ 4,500.00	\$ -		\$ 4,500.00	9.67%	\$ 42,021.00
Division 09 - Finishes								
09.01	Gypsum Board / Framing / Ceilings	\$ 79,904.00	\$ -	\$ 41,500.00		\$ 41,500.00	51.94%	\$ 38,404.00
09.02	Floor Coverings	\$ 30,600.00	\$ -	\$ -	\$ 11,700.00	\$ 11,700.00	38.24%	\$ 18,900.00
09.03	Resinous Flooring	\$ 102,050.00	\$ 48,000.00	\$ -		\$ 48,000.00	47.04%	\$ 54,050.00
09.04	Painting	\$ 284,354.00	\$ 215,000.00	\$ -		\$ 215,000.00	75.61%	\$ 69,354.00
Division 10 - Specialties								
10.01	Signage	\$ 10,776.00	\$ -	\$ -		\$ -	0.00%	\$ 10,776.00
10.02	Toilet Compartments & Accessories	\$ 2,710.00	\$ -	\$ -		\$ -	0.00%	\$ 2,710.00
10.03	Shower Accessories	\$ 2,580.00	\$ -	\$ -		\$ -	0.00%	\$ 2,580.00
10.04	Fire Extinguishers	\$ 1,540.00	\$ -	\$ -		\$ -	0.00%	\$ 1,540.00
10.05	Lockers	\$ 3,275.00	\$ -	\$ -		\$ -	0.00%	\$ 3,275.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 12 - Furnishings								
12.01	Sunshades	\$ 16,572.00	\$ -	\$ -		\$ -	0.00%	\$ 16,572.00
12.02	Window Shades	\$ 2,555.00	\$ -	\$ -		\$ -	0.00%	\$ 2,555.00
12.03	Institutional Casework	\$ 11,848.00	\$ 1,000.00	\$ -		\$ 1,000.00	8.44%	\$ 10,848.00
12.04	Lab Casework	\$ 21,840.00	\$ 2,000.00	\$ -		\$ 2,000.00	9.16%	\$ 19,840.00
Division 21 - Fire Suppression								
21.01	Fire Protection	\$ 143,575.00	\$ 122,200.00	\$ 21,375.00		\$ 143,575.00	100.00%	\$ -
Division 22 - Plumbing								
22.01	Plumbing / Fixtures / Equipment							
22.01.1	Process Air Piping & Compressor	\$ 15,850.00	\$ -	\$ -		\$ -	0.00%	\$ 15,850.00
22.01.2	Basement Plumbing Underground	\$ 58,788.00	\$ 53,788.00	\$ -		\$ 53,788.00	91.49%	\$ 5,000.00
22.01.3	Process Area Plumbing Underground	\$ 86,105.00	\$ 86,105.00	\$ -		\$ 86,105.00	100.00%	\$ -
22.01.4	Office Area Plumbing Underground	\$ 38,200.00	\$ 38,200.00	\$ -		\$ 38,200.00	100.00%	\$ -
22.01.5	Heating Water Piping	\$ 101,500.00	\$ 50,000.00	\$ 45,000.00		\$ 95,000.00	93.60%	\$ 6,500.00
22.01.6	Condensate Piping	\$ 7,500.00	\$ -	\$ 7,500.00		\$ 7,500.00	100.00%	\$ -
22.01.7	Building VT & Drain Process Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.8	Building VT & Drain Office Area	\$ 38,500.00	\$ 32,500.00	\$ 6,000.00		\$ 38,500.00	100.00%	\$ -
22.01.9	Domestic Water Piping Office Area	\$ 55,450.00	\$ 30,000.00	\$ 25,450.00		\$ 55,450.00	100.00%	\$ -
22.01.10	Domestic Water Piping Process Area	\$ 33,280.00	\$ 15,000.00	\$ -		\$ 15,000.00	45.07%	\$ 18,280.00
22.01.11	Plumbing Fixtures	\$ 18,500.00	\$ 12,500.00	\$ -		\$ 12,500.00	67.57%	\$ 6,000.00
22.01.12	Trench Drains	\$ 30,050.00	\$ 30,050.00	\$ -		\$ 30,050.00	100.00%	\$ -
22.01.13	Heating Equipment	\$ 22,100.00	\$ 22,100.00	\$ -		\$ 22,100.00	100.00%	\$ -
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)								
23.01	HVAC							
23.01.1	Preconstruction/Mobilization	\$ 53,990.00	\$ 53,990.00	\$ -		\$ 53,990.00	100.00%	\$ -
23.01.2	Shop Frabrication	\$ 76,523.00	\$ 76,523.00	\$ -		\$ 76,523.00	100.00%	\$ -
23.01.3	HVAC Install	\$ 107,123.00	\$ 102,500.00	\$ 4,623.00		\$ 107,123.00	100.00%	\$ -
23.01.4	HVAC Equipment	\$ 405,041.00	\$ 386,000.00	\$ -		\$ 386,000.00	95.30%	\$ 19,041.00
23.01.5	HVAC Insulation	\$ 3,796.00	\$ 3,796.00	\$ -		\$ 3,796.00	100.00%	\$ -
23.01.6	Temperature Controls	\$ 105,622.00	\$ 96,000.00	\$ -		\$ 96,000.00	90.89%	\$ 9,622.00
23.01.7	Test & Balance	\$ 5,565.00	\$ -	\$ -		\$ -	0.00%	\$ 5,565.00
23.01.8	Commissioning	\$ 19,740.00	\$ 4,000.00	\$ -		\$ 4,000.00	20.26%	\$ 15,740.00
23.01.9	Refrigeration Piping Modeling/Management	\$ 15,522.00	\$ 12,000.00	\$ 2,500.00		\$ 14,500.00	93.42%	\$ 1,022.00
23.01.10	Refrigeration Materials	\$ 15,995.00	\$ 15,000.00	\$ -		\$ 15,000.00	93.78%	\$ 995.00
23.01.11	Refrigeration Labor	\$ 20,755.00	\$ 20,200.00	\$ -		\$ 20,200.00	97.33%	\$ 555.00
23.02	Geothermal System	\$ 196,069.00	\$ 185,500.00	\$ -		\$ 185,500.00	94.61%	\$ 10,569.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 25 - Integrated Automation								
25.01	Approved Design Submittals	\$ 25,000.00	\$ 20,000.00	\$ 5,000.00		\$ 25,000.00	100.00%	\$ -
25.02	Control Panels	\$ 225,000.00	\$ -	\$ -		\$ -	0.00%	\$ 225,000.00
25.03	Computer Equipment and Software	\$ 160,000.00	\$ -	\$ -		\$ -	0.00%	\$ 160,000.00
25.04	System Programming	\$ 35,000.00	\$ -	\$ -		\$ -	0.00%	\$ 35,000.00
25.05	Instrumentation	\$ 14,500.00	\$ 14,500.00	\$ -		\$ 14,500.00	100.00%	\$ -
25.06	On Site Start Up/Training	\$ 21,000.00	\$ -	\$ -		\$ -	0.00%	\$ 21,000.00
Division 26 - Electrical								
26.01	Electrical	\$ 1,188,553.00	\$ 744,000.00	\$ 75,000.00		\$ 819,000.00	68.91%	\$ 369,553.00
26.02	Electrical Gear - MCC's, Etc.	\$ 528,000.00	\$ 294,050.00	\$ 233,950.00		\$ 528,000.00	100.00%	\$ -
26.03	Generator	\$ 1,277,947.00	\$ 1,277,947.00	\$ -		\$ 1,277,947.00	100.00%	\$ -
Division 27 - Communications								
27.01	Communication	\$ 37,100.00	\$ -	\$ -		\$ -	0.00%	\$ 37,100.00
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ -	\$ -		\$ -	0.00%	\$ 66,700.00
Division 31- Earthwork								
31.01	Mobilization	\$ 40,000.00	\$ 40,000.00	\$ -		\$ 40,000.00	100.00%	\$ -
31.02	Construction Entrance	\$ 2,250.00	\$ 2,250.00	\$ -		\$ 2,250.00	100.00%	\$ -
31.03	Strip, Stockpile & Respread Topsoil	\$ 65,000.00	\$ 41,000.00	\$ -		\$ 41,000.00	63.08%	\$ 24,000.00
31.04	Site Excavating & Gracing, Cut to Fill	\$ 85,000.00	\$ 74,000.00	\$ -		\$ 74,000.00	87.06%	\$ 11,000.00
31.05	Over Excavation, Replace & Re-Compact of Building Pad Area 1	\$ 329,000.00	\$ 280,000.00	\$ -		\$ 280,000.00	85.11%	\$ 49,000.00
31.06	Over Excavation & Replacement with Suitable Fill for Building Pad Area 2	\$ 595,000.00	\$ 595,000.00	\$ -		\$ 595,000.00	100.00%	\$ -
31.07	Excavation of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 55,000.00	\$ 55,000.00	\$ -		\$ 55,000.00	100.00%	\$ -
31.08	Granular Backfill of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 200,000.00	\$ 200,000.00	\$ -		\$ 200,000.00	100.00%	\$ -
31.09	Provide & Place Granular Subbase for Building Pad	\$ 54,179.00	\$ 54,179.00	\$ -		\$ 54,179.00	100.00%	\$ -
31.10	Silt Fence	\$ 3,055.00	\$ 3,055.00	\$ -		\$ 3,055.00	100.00%	\$ -
31.11	Inlet Protection	\$ 540.00	\$ 540.00	\$ -		\$ 540.00	100.00%	\$ -
Division 32- Exterior Improvements								
32.01	Seeding	\$ 19,351.00	\$ 14,000.00	\$ -		\$ 14,000.00	72.35%	\$ 5,351.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
32.02	Plantings	\$ 11,200.00	\$ -	\$ -		\$ -	0.00%	\$ 11,200.00
32.03	Sidewalks - Grading & Subgrade Prep	\$ 3,310.00	\$ 1,000.00	\$ -		\$ 1,000.00	30.21%	\$ 2,310.00
32.04	Subgrade Prep for PCC Paving	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -
32.05	PCC Subbase - 6"including fabric	\$ 102,300.00	\$ 102,300.00	\$ -		\$ 102,300.00	100.00%	\$ -
32.06	Site PCC Paving	\$ 347,540.00	\$ 288,000.00	\$ -		\$ 288,000.00	82.87%	\$ 59,540.00
32.07	Gravel Shoulders	\$ 2,660.00	\$ -	\$ -		\$ -	0.00%	\$ 2,660.00
32.08	Gravel Drives including Fabric	\$ 33,660.00	\$ -	\$ -		\$ -	0.00%	\$ 33,660.00
32.09	Install Vinyl Coated Fence	\$ 45,800.00	\$ 45,800.00	\$ -		\$ 45,800.00	100.00%	\$ -
32.10	Install Slide Gate & Operator	\$ 21,300.00	\$ -	\$ 21,300.00		\$ 21,300.00	100.00%	\$ -
Division 33 - Utilities								
33.01	Site Utilities / Water - Sewer - Storm							
33.01.1	Site Utility Mobilization	\$ 53,235.00	\$ 53,235.00	\$ -		\$ 53,235.00	100.00%	\$ -
33.01.2	Buildng Overflow Drain Pipe	\$ 190,780.00	\$ 190,780.00	\$ -		\$ 190,780.00	100.00%	\$ -
33.01.3	Sanitary Sewer Pipe & Structures	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
33.01.4	Concentrate Pipe	\$ 397,450.00	\$ 397,450.00	\$ -		\$ 397,450.00	100.00%	\$ -
33.01.5	Perm Drain and Structure	\$ 218,730.00	\$ 218,730.00	\$ -		\$ 218,730.00	100.00%	\$ -
33.01.6	RAW Piping	\$ 54,900.00	\$ 54,900.00	\$ -		\$ 54,900.00	100.00%	\$ -
33.01.7	FW Piping	\$ 470,720.00	\$ 468,720.00	\$ -		\$ 468,720.00	99.58%	\$ 2,000.00
33.01.8	CE Piping	\$ 206,380.00	\$ 204,380.00	\$ -		\$ 204,380.00	99.03%	\$ 2,000.00
33.01.9	RCP Storm Drains	\$ 73,500.00	\$ 73,500.00	\$ -		\$ 73,500.00	100.00%	\$ -
33.01.10	SD Piping	\$ 28,330.00	\$ 28,330.00	\$ -		\$ 28,330.00	100.00%	\$ -
Division 40 - Process Interconnections								
40.01	Process Piping	\$ 788,732.00	\$ 777,000.00	\$ -		\$ 777,000.00	98.51%	\$ 11,732.00
40.02	Process Valves	\$ 300,000.00	\$ 293,000.00	\$ 7,000.00		\$ 300,000.00	100.00%	\$ -
40.03	Process Controls	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
40.04	WTP Disinfection	\$ 10,000.00	\$ -	\$ -		\$ -	0.00%	\$ 10,000.00
Division 41 - Material Processing and Handling Equipment								
41.01	Monorail Hoist	\$ 44,284.00	\$ -	\$ -		\$ -	0.00%	\$ 44,284.00
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment								
43.01	End Suction Pumps	\$ 22,000.00	\$ 2,200.00		\$ 19,800.00	\$ 22,000.00	100.00%	\$ -
43.02	Vertical Turbine Pumps	\$ 285,000.00	\$ 229,500.00		\$ 55,500.00	\$ 285,000.00	100.00%	\$ -
Division 46 - Water and Wastewater Equipment								
46.01	Chemical Feed / Valves / Mixers	\$ 407,871.00	\$ 325,000.00	\$ 60,000.00		\$ 385,000.00	94.39%	\$ 22,871.00
46.02	Lime Feed Equipment	\$ 442,500.00	\$ 442,500.00	\$ -		\$ 442,500.00	100.00%	\$ -
46.03	Aerators	\$ 77,629.00	\$ 77,629.00	\$ -	\$ -	\$ 77,629.00	100.00%	\$ -

Stored Material Summary

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1						Application Number:		17 (Seventeen)	
Application Period:	4/1/2021 to 4/30/2021						Application Date:		5/4/2021	
A	B C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
08.03	PA-1	Aluminum Door Materials	Supplier	Sep-2020	\$ 15,863.29	\$ -	\$ 15,863.29			\$ 15,863.29
09.03	PA-1	Flooring Materials	Supplier	Oct-2020	\$ 11,700.00	\$ -	\$ 11,700.00			\$ 11,700.00
46.03	77519	Force Draft Aerator	Site / Supplier	Jul-2020	\$ 69,829.00	\$ -	\$ 69,829.00	Aug-2020	\$ 69,829.00	\$ -
43.01	-	End Suction Pumps	Site	May-2021	\$ -	\$ 19,800.00	\$ 19,800.00			\$ 19,800.00
43.02	-	Vertical Turbine Pumps	Site	May-2021	\$ -	\$ 55,500.00	\$ 55,500.00			\$ 55,500.00
		Totals			\$ 97,392.29	\$ 75,300.00	\$ 172,692.29		\$ 69,829.00	\$ 102,863.29

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
46.04	Harn RO System Assigned Contract Allowance	\$ 1,327,752.00	\$ 730,065.00	\$ 475,000.00		\$ 1,205,065.00	90.76%	\$ 122,687.00
46.05	Equipment Install	\$ 160,493.00	\$ 80,000.00	\$ 10,000.00		\$ 90,000.00	56.08%	\$ 70,493.00
Approved Project Change Orders								
CO-001	Change Order #1	\$ 37,166.00	\$ 37,166.00	\$ -		\$ 37,166.00	100.00%	\$ -
CO-002	Change Order #2	\$ 71,894.00	\$ 71,894.00	\$ -		\$ 71,894.00	100.00%	\$ -
	Total	\$ 18,060,260.00	\$ 14,879,221.00	\$ 1,055,106.00	\$ 102,863.29	\$ 16,037,190.29	88.80%	\$ 2,023,069.71

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1 Grimes RO WTP - Phase 1				Application Number:	17 (Seventeen)
					Application Date:	5/4/2021
Application Period:	From:	4/1/2021	To:	4/30/2021	Contractor:	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443

Original Contract Amount: \$ 17,951,200.00

Approved Change Orders:

Number	Date	Amount
001	8/25/2020	\$ 37,166.00
002	1/12/2021	\$ 71,894.00

Revised Contract Amount: \$ 18,060,260.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001	2/3/2020	\$ 1,211,556.85
002	2/28/2020	\$ 278,825.00
003	3/30/2020	\$ 487,861.10
004	4/21/2020	\$ 983,421.00
005	5/15/2020	\$ 757,739.00
006	6/29/2020	\$ 577,734.90
007	7/17/2020	\$ 507,053.00
008	8/31/2020	\$ 1,416,281.85
009	9/30/2020	\$ 730,806.50
010	10/19/2020	\$ 663,815.63
011	11/20/2020	\$ 1,080,758.00
012	12/17/2020	\$ 1,666,888.05
013	1/19/2021	\$ 1,168,367.00
014	2/16/2021	\$ 815,849.55
015	3/15/2021	\$ 683,164.95
016		\$ 1,131,322.70
017		

Total Estimates Paid to Date: \$ 14,161,445.08

--	--	--

Total Construction Cost: \$ 14,161,445.08

Invoice Number: 112243R
Page: 2 of 2
Date: 4/21/2021
Fed ID: 77-0298303
Account #: 11083

TRILLIUM
FLOW TECHNOLOGIES™
Trillium Pumps USA, Inc.
(Fresno Location)
2494 S Railroad Ave
Fresno, CA 93706 USA
T +1 559 442 4000
F +1 559 442 3098
www.trilliumflow.com

B Karen@shankconstructors.com
I SHANK CONSTRUCTORS INC
L 3501 85TH AVE NORTH
L BROOKLYN PARK MN 55443
T USA
O

1
S Shank Constructors, INC. c/o Grimes WTP
H 1801 N JAMES ST
I GRIMES IA 50111-4904
P USA
T
O

Fax: 763-424-8303

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
83023	1300-16					NET 45 DAYS From Invoice Date
Line/Rel	Qty Ordered	Qty Shipped	Back Order			

3 3.000 3.000 0.000

CI:
Item: SOLE PLATE
Description SOLE PLATE: 24"x24"x1.25"
U/M: EA
Date Shipped: 4/16/2021

Pumps stored on site, Shank
requesting \$55,500 of invoice
amount as stored.
-McClure

PO # 1300-16 PAY APP # _____
JOB # _____ TASK CODE 3140
RETAINAGE YES _____ NO X
APPROVED _____ DATE _____

ENTERED
MAY 03 2021

NOTE TO ACCOUNTS PAYABLE:
THIS INVOICE ALONG WITH OTHER INVOICES BRINGS
THE TOTAL INVOICED FOR THE CONTRACT UP TO 92.5%
LEAVING A REMAINING 7.5% TO BE INVOICED FOR (3)
REMAINING PROGRESS BILLING MILESTONES EACH OF
WHICH ARE FOR 2.5%.

This invoice was generated from Fresno, CA. Please ensure payment is remitted per the instructions below.

**Wire Transfer Bank Information
For Fresno, CA Location Only:**

JP Morgan Chase Bank
Account No. 5586461
ABA #021-000-021 (Domestic)
SWIFT #CHASUS33 (Int'l)
ACH Routing #071-000-013 (EFTs)

Remit To For Fresno, CA Only:

Trillium Pumps USA, Inc.
P.O. Box 100019
Pasadena, CA 91189-0019

Sales Amount	56,471.08
Misc Charges	0.00
Freight	11,982.00
Sales Tax	0.00
Prepaid Amount	0.00
Total	68,453.08

For Credit Card Payment:

Contact the Credit Manager at 559- 443-6460 or by Email: Nikki.Hamilton@trilliumflow.com

All Currency is in USD

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Hope Commercial Traffic Impact Study
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 001-170-6407 **Finance Project #**
Vendor Project or Invoice #: 121.0187.01 **PO #**
Original Contract Date: January 12, 2021 **Vendor #** 2031

Date of Council Meeting: May 25, 2021 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: March 1, 2021 Through: March 31, 2021

Contract Summary

Original Contract Amount:	\$	32,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	32,000.00	
Total completed and stored to date:	\$	13,447.38	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	13,447.38	
Less previous applications for payment:	\$	3,878.00	
SUBTOTAL	\$	9,569.38	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,569.38

Balance to finish, including retainage: \$ 18,552.62

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: Snyder & Associates, Inc.
Signature: Todd Knox Date: 5/6/21

Engineer / Consultant Approval:
Signature: _____ Date: _____

City of Grimes Staff Approval: Signature: Matt Ahrens Date: 5-18-21

City of Grimes Council Approval:
Signature: _____ Date: _____

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 13, 2021	\$ 3,878.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
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 \$ 3,878.00

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: January 12, 2021
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 6, 2021

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

RE: PROGRESS REPORT NO. 2
HOPE DEVELOPMENT TRAFFIC IMPACT STUDY
PROJECT NO.: 121.0187.01

Dear Mr. Ahrens:

This is the second progress report for the above-referenced project. This report covers work from March 1st through March 31st, 2021. During this period, we continued worked on the analysis models for the project. We are continuing with the analysis and report for the project.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

SNYDER & ASSOCIATES, INC.

Todd Knox
Project Manager



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 30, 2021

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

Invoice No: 121.0187.01 - 2

Project 121.0187.01 Hope Commercial Traffic Impact Study

Professional Services through March 31, 2021

Basic Services

	Hours	Rate	Amount
Principal Engineer	.25	214.00	53.50
Engineer VII	1.00	160.00	160.00
Planner V	59.00	142.00	8,378.00
Total Services	60.25		8,591.50
Total Services			8,591.50

Employee Mileage	8.96
Traffic Counts/Traffic Data	895.00
Total Expenses	903.96

Fleet Mileage 73.92

Billing Limits	Current	Prior	To-Date
Total Billings	9,569.38	3,878.00	13,447.38
Limit			32,000.00
Remaining			18,552.62

Phase Subtotal \$9,569.38

Amount Due this Invoice \$9,569.38

	Total	Prior	Current
Billings to Date	13,447.38	3,878.00	9,569.38

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Fet ##

Project Title: Water System Study
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, IA 50325
Finance Budget Code: 342-810-6407 **Finance Project #**
Vendor Project or Invoice #: 201168-000 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2830

Date of Council Meeting: May 25, 2021 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: March 28, 2021 Through: April 24, 2021

Contract Summary

Original Contract Amount:	\$	<u>109,500.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>109,500.00</u>	
 Total completed and stored to date:	\$	<u>96,707.34</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>96,707.34</u>	
Less previous applications for payment:	\$	<u>87,077.34</u>	
SUBTOTAL	\$		<u>9,630.00</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,630.00

Balance to finish, including retainage: \$ 12,792.66

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

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	September 22, 2020	\$ 5,055.00
2	October 13, 2020	\$ 6,325.00
3	November 24, 2020	\$ 21,445.00
4	January 12, 2021	\$ 25,807.34
5	February 23, 2021	\$ 5,995.00
6	March 23, 2021	\$ 9,320.00
7	April 27, 2021	\$ 13,130.00
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 \$ 87,077.34

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
3/23/2021		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	CLICK TO CHOOSE
Original Contract Date:	August 11, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

April 30, 2021
Project No: 0000201168-000
Invoice No: 133740
Due Date: May 30, 2021

Project 0000201168-000 City of Grimes Water System Study
Professional Services from March 28, 2021 to April 24, 2021

Phase	1	Fee Billing				
Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Data Collection and Critical Review	7,600.00	100.00	7,600.00	7,600.00	0.00	
Develop Population, Demographic and Land	5,300.00	100.00	5,300.00	5,300.00	0.00	
Develop Water Demand Projections	2,700.00	100.00	2,700.00	2,700.00	0.00	
Develop Water System Model and GIS Sys.	24,200.00	100.00	24,200.00	24,200.00	0.00	
Water Quality Analysis	4,400.00	90.00	3,960.00	2,200.00	1,760.00	
Hydrant Flushing Analysis	12,200.00	75.00	9,150.00	6,100.00	3,050.00	
Evaluation of Water System for Existing	5,200.00	100.00	5,200.00	4,940.00	260.00	
Develop Capital Improvements Plan	5,600.00	80.00	4,480.00	2,800.00	1,680.00	
Report Preparation and Submittal	13,700.00	85.00	11,645.00	9,590.00	2,055.00	
Project Management	6,500.00	90.00	5,850.00	5,525.00	325.00	
Total Fee	87,400.00		80,085.00	70,955.00	9,130.00	
Total Fee					9,130.00	
Total this Phase					\$9,130.00	

Phase	J	Water Service Territory Review				
Principal			Hours	Rate	Amount	
			2.00	250.00	500.00	
Totals			2.00		500.00	
Total Labor						500.00
Total this Phase					\$500.00	
Total Due this Invoice					\$9,630.00	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: New 1.5 MG Elevated Storage Tower - Construction Phase
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 323-810-6407 **Finance Project #**
Vendor Project or Invoice #: 133393 **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2830

Date of Council Meeting: May 25, 2021 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: March 28, 2021 Through: April 24, 2021

Contract Summary

Original Contract Amount:	\$	218,080.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	218,080.00	
Total completed and stored to date:	\$	201,192.60	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	201,192.60	
Less previous applications for payment:	\$	199,540.10	
SUBTOTAL	\$		1,652.50
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		1,652.50
Balance to finish, including retainage:	\$	16,887.40	

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

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	October 22, 2019	\$ 9,697.00
2	January 14, 2020	\$ 50,943.10
3	February 11, 2020	\$ 11,164.00
4	March 24, 2020	\$ 3,948.50
5	April 28, 2020	\$ 10,193.00
6	May 26, 2020	\$ 14,840.00
7	June 23, 2020	\$ 23,807.00
8	July 14, 2020	\$ 19,005.00
9	August 25, 2020	\$ 11,215.00
10	September 22, 2020	\$ 15,214.00
11	October 13, 2020	\$ 6,698.00
12	November 24, 2020	\$ 7,030.50
13	January 12, 2021	\$ 8,201.00
14	February 23, 2021	\$ 6,374.00
15	March 23, 2021	\$ 337.50
16	April 27, 2021	\$ 872.50
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 \$ 199,540.10

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:	September 10, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

April 30, 2021
Project No: 0000191105-000
Invoice No: 133393
Due Date: May 30, 2021

Project 0000191105-000 New 1.5 MG Elevated Storage Tower - Construction Phase

Professional Services from March 28, 2021 to April 24, 2021

Phase K. Construction Administration

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administrations	80,400.00	99.50	79,998.00	79,998.00	0.00
Total Fee	80,400.00		79,998.00	79,998.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase M. Resident Project Representative

	Hours	Rate	Amount
On-Site Representative II	10.00	145.00	1,450.00
Totals	10.00		1,450.00
Total Labor			1,450.00
	Current	Prior	To-Date
Total Billings	1,450.00	112,597.20	114,047.20
Contract Limit (not-to-exceed)			120,000.00
Contract Limit Remaining			5,952.80
Total this Phase			\$1,450.00

Phase Q. Record Drawings

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			4,480.00
Contract Limit Remaining			4,480.00
Total this Phase			0.00

Phase T. SRF Loan Application & Administrative Services

Project	0000191105-000	Grimes - New 1.5 MG Elevated Storage	Invoice	133393
---------	----------------	--------------------------------------	---------	--------

		Hours	Rate	Amount	
Project Coordinator		2.25	90.00	202.50	
Totals		2.25		202.50	
Total Labor					202.50
		Current	Prior	To-Date	
Total Billings		202.50	6,525.00	6,727.50	
Contract Limit (not-to-exceed)				8,400.00	
Contract Limit Remaining				1,672.50	
			Total this Phase		\$202.50
			Total Due this Invoice		\$1,652.50

Outstanding Invoices

Number	Date	Balance
133335	3/31/2021	872.50
Total		872.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reverse Osmosis Water Treatment Plant - Phase 1
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 324-810-6407 **Finance Project #**
Vendor Project or Invoice #: 133392 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: May 25, 2021 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: March 28, 2021 Through: April 24, 2021

Contract Summary

Original Contract Amount:	\$	1,183,985.00	
Net change by Change Orders:	\$	63,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,247,485.00	
Total completed and stored to date:	\$	1,073,845.63	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	1,073,845.63	
Less previous applications for payment:	\$	1,031,843.38	
SUBTOTAL	\$		42,002.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 42,002.25

Balance to finish, including retainage: \$ 173,639.37

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

5/25/2021

Date

City of Grimes Staff Approval:

Signature

5-18-21

Date

City of Grimes Council Approval:

Signature

Date

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

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

Date Printed: 5/5/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February 11, 2020	\$ 46,089.20
5	March 24, 2020	\$ 67,693.38
6	April 28, 2020	\$ 45,078.45
7	May 26, 2020	\$ 59,753.25
8	June 23, 2020	\$ 61,876.53
9	July 14, 2020	\$ 57,086.05
10	August 25, 2020	\$ 49,286.35
11	September 22, 2020	\$ 78,042.73
12	October 13, 2020	\$ 54,561.40
13	November 24, 2020	\$ 58,119.25
14	January 12, 2021	\$ 153,484.26
15	February 23, 2021	\$ 56,349.99
16	March 23, 2021	\$ 55,774.60
17	April 24, 2021	\$ 43,954.59
18	27	
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 \$ 1,031,843.38

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 28,500.00
2	November 11, 2020	\$ 35,000.00
3		
4		
5		
6		
25-May-21		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 63,500.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 13, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

April 30, 2021
Project No: 0000190904-000
Invoice No: 133392
Due Date: May 30, 2021

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1
Professional Services from March 28, 2021 to April 24, 2021

Phase H. Value Engineering/Design Thoroughness Review

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

Phase I. Advertising, Bidding, Contract Award

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

Phase J. Paper Copies of Final Project Documents

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

Phase K. Construction Administration

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.

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	133392
---------	----------------	--------------------------------------	---------	--------

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	557,700.00	86.00	479,622.00	457,314.00	22,308.00
Total Fee	557,700.00		479,622.00	457,314.00	22,308.00
Total Fee					22,308.00
Total this Phase					\$22,308.00

Phase	L.	Construction Staking			
			Current	Prior	To-Date
Total Billings			0.00	18,885.58	18,885.58
Contract Limit (not-to-exceed)					20,570.00
Contract Limit Remaining					1,684.42
Total this Phase					0.00

Phase	M.	Resident Project Representative			
			Hours	Rate	Amount
On Site Representative I			97.50	105.00	10,237.50
On-Site Representative II			58.00	145.00	8,410.00
Totals			155.50		18,647.50
Total Labor					18,647.50

Runzheimer Mileage					281.75
			Current	Prior	To-Date
Total Billings			18,929.25	399,086.30	418,015.55
Contract Limit (not-to-exceed)					478,500.00
Contract Limit Remaining					60,484.45
Total this Phase					\$18,929.25

Phase	Q.	Record Drawings			
Total this Phase					0.00

Phase	T.	SRF Loan Administration			
			Hours	Rate	Amount
Project Coordinator			8.50	90.00	765.00
Totals			8.50		765.00
Total Labor					765.00
			Current	Prior	To-Date
Total Billings			765.00	12,362.50	13,127.50
Contract Limit (not-to-exceed)					20,280.00
Contract Limit Remaining					7,152.50
Total this Phase					\$765.00

Phase	V.	Electrical Room Re-Design			
-------	----	---------------------------	--	--	--

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	133392
---------	----------------	--------------------------------------	---------	--------

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Room Re-Design	28,500.00	100.00	28,500.00	28,500.00	0.00
Total Fee	28,500.00		28,500.00	28,500.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase W. Electrical Component Re-Design

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Component Re-Design	35,000.00	100.00	35,000.00	35,000.00	0.00
Total Fee	35,000.00		35,000.00	35,000.00	0.00
Total Fee					0.00
Total this Phase					0.00
Total Due this Invoice					\$42,002.25

Outstanding Invoices

Number	Date	Balance
133334	3/31/2021	43,954.59
Total		43,954.59

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Pointe Storm Sewer Extension
Contractor: Vanderpool Construction
Address: 1100 N. 14th Street Indianola, IA 50125
Finance Budget Code: 740-865-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 3573

Date of Council Meeting: May 25, 2021 **PAYMENT REQUEST #** 4 Retainage
PAYMENT PERIOD: From: December 2, 2020 April 30, 2021

Contract Summary

Original Contract Amount:	\$	51,335.00	
Net change by Change Orders:	\$	(7,734.00)	
Contract Amount to Date: (line 1 ± 2)	\$	43,601.00	
Total completed and stored to date:	\$	43,601.00	
Retainage: 5 % of Completed Work:	\$	2,180.05	
Total Earned less Retainage:	\$	41,420.95	
Less previous applications for payment:	\$	41,420.95	
SUBTOTAL	\$	-	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	-	
Balance to finish, including retainage:	\$	2,180.05	

Contract Time Remaining (If applicable) (2.50) 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: Vanderpool Construction
 Signature: Firm Name: _____ Date: 5/18/2021

Engineer / Consultant Approval: MSA Professional Services, Inc.
 Signature: Firm Name: _____ Date: 05/18/2020

City of Grimes Staff Approval: _____
 Signature: _____ Date: 5-19-21

City of Grimes Council Approval: _____
 Signature: _____ Date: _____

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Onsite Topsoil	CY	200.00		200.00	\$ 13.00	\$ 2,600.00	200.00	\$ 2,600.00	-	100.00%
2	Topsoil, On-Site	CY	200.00	(120.00)	80.00	\$ 32.00	\$ 2,560.00	80.00	\$ 2,560.00	-	100.00%
3	Excavation, Class 10	CY	145.00		145.00	\$ 11.00	\$ 1,595.00	145.00	\$ 1,595.00	-	100.00%
4	Trench Compaction Testing	LS	1.00	(1.00)	-	\$ 500.00	\$ -	-	\$ -	-	0.00%
5	Storm Sewer, Trenched, RCP, 24" Diam	LF	157.00	(1.00)	156.00	\$ 81.00	\$ 12,636.00	156.00	\$ 12,636.00	-	100.00%
6	Removal of Pipe Apron, RCP, 24"	EA	1.00		1.00	\$ 350.00	\$ 350.00	1.00	\$ 350.00	-	100.00%
7	Pipe Apron, Salvage & Reinstall, RCP, 24"	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
8	Storm Sewer, Connection to Existing Pipe	EA	1.00		1.00	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00	-	100.00%
9	Removal of Storm Sewer, 12" Diam or Smaller	LF	118.00		118.00	\$ 11.00	\$ 1,298.00	118.00	\$ 1,298.00	-	100.00%
10	Footing Drain Collector, Trenched, HDRE, 6" Diam	LF	100.00	(96.00)	4.00	\$ 16.00	\$ 64.00	4.00	\$ 64.00	-	100.00%
11	Footing Drain Collector, Outlets and Connections	EA	1.00		1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	-	100.00%
12	Adjust Water Valve to Grade	EA	1.00		1.00	\$ 200.00	\$ 200.00	1.00	\$ 200.00	-	100.00%
13	Intake, SW-512.36" Diam	EA	2.00		2.00	\$ 3,900.00	\$ 7,800.00	2.00	\$ 7,800.00	-	100.00%
14	Remove Intake	EA	1.00		1.00	\$ 350.00	\$ 350.00	1.00	\$ 350.00	-	100.00%
15	Conventional Seeding, Seeding, Fertilizing, and Mulching	AC	0.20		0.20	\$ 9,000.00	\$ 1,800.00	0.20	\$ 1,800.00	-	100.00%
16	Seeding, Temporary Seeding	AC	0.20	(0.20)	-	\$ 2,500.00	\$ -	-	\$ -	-	0.00%
17	Rip Rap, Class D	TON	35.00	(11.80)	23.40	\$ 70.00	\$ 1,638.00	23.40	\$ 1,638.00	-	100.00%
18	Silt Fence	LF	250.00	(20.00)	230.00	\$ 2.00	\$ 460.00	230.00	\$ 460.00	-	100.00%
19	Silt Fence, Removal of Sediment	LF	250.00	(250.00)	-	\$ 0.70	\$ -	-	\$ -	-	0.00%
20	Silt Fence, Removal of Device	LF	250.00	(250.00)	-	\$ 1.00	\$ -	-	\$ -	-	0.00%
21	Mobilization	LS	1.00		1.00	\$ 7,600.00	\$ 7,600.00	1.00	\$ 7,600.00	-	100.00%
22					-	\$ -	\$ -	-	\$ -	-	0.00%
23					-	\$ -	\$ -	-	\$ -	-	0.00%
24					-	\$ -	\$ -	-	\$ -	-	0.00%
25					-	\$ -	\$ -	-	\$ -	-	0.00%
26					-	\$ -	\$ -	-	\$ -	-	0.00%
27					-	\$ -	\$ -	-	\$ -	-	0.00%
28					-	\$ -	\$ -	-	\$ -	-	0.00%
29					-	\$ -	\$ -	-	\$ -	-	0.00%
30					-	\$ -	\$ -	-	\$ -	-	0.00%
31					-	\$ -	\$ -	-	\$ -	-	0.00%
32					-	\$ -	\$ -	-	\$ -	-	0.00%
33					-	\$ -	\$ -	-	\$ -	-	0.00%
34					-	\$ -	\$ -	-	\$ -	-	0.00%
35					-	\$ -	\$ -	-	\$ -	-	0.00%
36					-	\$ -	\$ -	-	\$ -	-	0.00%
37					-	\$ -	\$ -	-	\$ -	-	0.00%
38					-	\$ -	\$ -	-	\$ -	-	0.00%
39					-	\$ -	\$ -	-	\$ -	-	0.00%
40					-	\$ -	\$ -	-	\$ -	-	0.00%
41					-	\$ -	\$ -	-	\$ -	-	0.00%
42					-	\$ -	\$ -	-	\$ -	-	0.00%
43					-	\$ -	\$ -	-	\$ -	-	0.00%
44					-	\$ -	\$ -	-	\$ -	-	0.00%
45					-	\$ -	\$ -	-	\$ -	-	0.00%
46					-	\$ -	\$ -	-	\$ -	-	0.00%
47					-	\$ -	\$ -	-	\$ -	-	0.00%
48					-	\$ -	\$ -	-	\$ -	-	0.00%
49					-	\$ -	\$ -	-	\$ -	-	0.00%
50					-	\$ -	\$ -	-	\$ -	-	0.00%
51					-	\$ -	\$ -	-	\$ -	-	0.00%
52					-	\$ -	\$ -	-	\$ -	-	0.00%
53					-	\$ -	\$ -	-	\$ -	-	0.00%
54					-	\$ -	\$ -	-	\$ -	-	0.00%
55					-	\$ -	\$ -	-	\$ -	-	0.00%
56					-	\$ -	\$ -	-	\$ -	-	0.00%
57					-	\$ -	\$ -	-	\$ -	-	0.00%
58					-	\$ -	\$ -	-	\$ -	-	0.00%
59					-	\$ -	\$ -	-	\$ -	-	0.00%
60					-	\$ -	\$ -	-	\$ -	-	0.00%
61					-	\$ -	\$ -	-	\$ -	-	0.00%
62					-	\$ -	\$ -	-	\$ -	-	0.00%
63					-	\$ -	\$ -	-	\$ -	-	0.00%
64					-	\$ -	\$ -	-	\$ -	-	0.00%
65					-	\$ -	\$ -	-	\$ -	-	0.00%
66					-	\$ -	\$ -	-	\$ -	-	0.00%
67					-	\$ -	\$ -	-	\$ -	-	0.00%
68					-	\$ -	\$ -	-	\$ -	-	0.00%
69					-	\$ -	\$ -	-	\$ -	-	0.00%
70					-	\$ -	\$ -	-	\$ -	-	0.00%
71					-	\$ -	\$ -	-	\$ -	-	0.00%
72					-	\$ -	\$ -	-	\$ -	-	0.00%
73					-	\$ -	\$ -	-	\$ -	-	0.00%
74					-	\$ -	\$ -	-	\$ -	-	0.00%
75					-	\$ -	\$ -	-	\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 43,601.00

\$ 43,601.00

0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 13, 2020	\$ 32,856.70
2	November 24, 2020	\$ 6,854.25
3	January 12, 2021	\$ 1,710.00
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 \$ 41,420.95

Record of Change Orders

No.	Date	Amount
1	May 25, 2021	\$ (7,734.00)
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 \$ (7,734.00)

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 11, 2020
Original Contract Time:	30.00
Added by Change Order:	
Contract Time to Date:	30.00
Time Used to Date:	32.50
Contract Time Remaining:	<u>(2.50)</u>

CHANGE ORDER FORM



Project Title: North Pointe Storm Sewer Extension
Contractor: Vanderpool Construction
Address: 1100 N. 14th Street Indianola, IA 50125
Finance Budget Code: 740-865-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: August 11, 2020 **Vendor #** 3573

Change Order Number: 1

Change Order Date: May 25, 2021

Purpose of Change Order:

Bid item closeout per field quantity verification.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2	Topsoil, On-Site	CY	(120.00)	\$ 32.00	\$ (3,840.00)
4	Trench Compaction Testing	LS	(1.00)	\$ 500.00	\$ (500.00)
5	Storm Sewer, Trenched, RCP, 24" Diam	LF	(1.00)	\$ 81.00	\$ (81.00)
10	Footing Drain Collector, Trenched, HDRE, 6" Diam	LF	(96.00)	\$ 16.00	\$ (1,536.00)
16	Seeding, Temporary Seeding	AC	(0.20)	\$ 2,500.00	\$ (500.00)
17	Rip Rap, Class D	TON	(11.60)	\$ 70.00	\$ (812.00)
18	Silt Fence	LF	(20.00)	\$ 2.00	\$ (40.00)
19	Silt Fence, Removal of Sediment	LF	(250.00)	\$ 0.70	\$ (175.00)
20	Silt Fence, Removal of Device	LF	(250.00)	\$ 1.00	\$ (250.00)
					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ (7,734.00)**

Contractor Accepted: Vanderpool Construction

Signature: [Signature] Firm Name: Vanderpool Construction
 Date: 5/18/2021

Engineer Approved: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: MSA Professional Services, Inc.
 Date: 5/18/2021

Owner Accepted: City of Grimes MSA 5-19-21

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 51,335.00
1	May 25, 2021	\$ (7,734.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 43,601.00**

CERTIFICATE OF COMPLETION

North Pointe Storm Sewer Extension

Grimes, Iowa

May 25, 2021

This is to certify that the construction improvements on the *North Pointe Storm Sewer Extension* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$43,601.00**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

*Nichole Sungren, P. E.
Project Manager
MSA Professional Services, Inc.
Iowa License Number 18431*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Sports Complex Sanitary Sewer Extension
Contractor: Vanderpool Construction
Address: 1100 N. 14th Street Indianola, IA 50125
Finance Budget Code: 315-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 3573

Date of Council Meeting: May 25, 2021 **PAYMENT REQUEST #** 4 Final
PAYMENT PERIOD: From: December 2, 2020 Through: April 30, 2021

Contract Summary

Original Contract Amount:	\$	59,970.00	
Net change by Change Orders:	\$	11,103.75	
Contract Amount to Date: (line 1 ± 2)	\$	71,073.75	
 Total completed and stored to date:	\$	71,073.75	
Retainage: 5 % of Completed Work:	\$	3,553.69	
Total Earned less Retainage:	\$	67,520.06	
Less previous applications for payment:	\$	67,282.56	
SUBTOTAL	\$		237.50
 OTHER CHARGES (Attach an itemized list)	\$		-
 CURRENT PAYMENT DUE	\$		237.50
 Balance to finish, including retainage:	\$	3,553.69	

Contract Time Remaining (If applicable) 8.00 Working Days

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

Construction Contractor Approval: Vanderpool Construction
 Signature: Date: 5/18/2021

Engineer / Consultant Approval: MSA Professional Services, Inc.
 Signature: Date: 05/18/2021

City of Grimes Staff Approval:
 Signature: Date: 5-19-21

City of Grimes Council Approval:
 Signature: Date:

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

[illegible]

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 71,073.75

\$ 71,073.75

0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 13, 2020	\$ 25,000.20
2	November 24, 2020	\$ 40,382.36
3	January 12, 2021	\$ 1,900.00
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 \$ 67,282.56

Record of Change Orders

No.	Date	Amount
1	November 24, 2020	\$ 10,739.75
2	May 25, 2021	\$ 364.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 11,103.75

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 11, 2020
Original Contract Time:	40.00
Added by Change Order:	-
Contract Time to Date:	32.00
Time Used to Date:	40.00
Contract Time Remaining:	<u>(8.00)</u>

CHANGE ORDER FORM



Project Title: North Sports Complex Sanitary Sewer Extension
Contractor: Vanderpool Construction
Address: 1100 N. 14th Street Indianola, IA 50125
Finance Budget Code: 315-815-6499 **Finance Project #** _____
Vendor Project or Invoice #: _____ **PO #** _____
Original Contract Date: August 11, 2020 **Vendor #** 3573

Change Order Number: 2

Change Order Date: May 25, 2021

Purpose of Change Order:

Bid item closeout per field quantity verification.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4	Reconnect Tile Line, 12" Diam and less	EA	53.00	\$ 15.00	\$ 795.00
11	Seeding, Temporary Seeding	AC	(0.40)	\$ 1,750.00	\$ (700.00)
12	Silt Fence, Installation	LF	222.00	\$ 2.00	\$ 444.00
13	Silt Fence, Removal of Sediment	LF	(250.00)	\$ 0.70	\$ (175.00)
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the contract: **\$ 364.00**

Contractor Accepted: Vanderpool Construction

 Signature Date 5/18/2021

Engineer Approved: MSA Professional Services, Inc.

 Signature Date 5/18/2021

Owner Accepted: City of Grimes MSA 5-19-21

 Signature Title

 Date

Attest for Owner:

 Signature Title

 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 59,970.00
1	November 24, 2020	\$ 10,739.75
2	May 25, 2021	\$ 364.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 71,073.75**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Sports Complex Sanitary Sewer Extension
Contractor: Vanderpool Construction
Address: 1100 N. 14th Street Indianola, IA 50125
Finance Budget Code: 315-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 3573

Date of Council Meeting: May 25, 2021 **PAYMENT REQUEST #** 5 Retainage
PAYMENT PERIOD: From: December 2, 2020 Through: April 30, 2021

Contract Summary

Original Contract Amount:	\$	59,970.00	
Net change by Change Orders:	\$	11,103.75	
Contract Amount to Date: (line 1 ± 2)	\$	71,073.75	
Total completed and stored to date:	\$	71,073.75	
Retainage: 5 % of Completed Work:	\$	3,553.69	
Total Earned less Retainage:	\$	67,520.06	
Less previous applications for payment:	\$	67,520.06	
SUBTOTAL	\$	-	

OTHER CHARGES (Attach an itemized list) \$ -

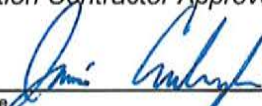
CURRENT PAYMENT DUE \$ -

Balance to finish, including retainage: \$ 3,553.69

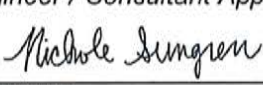
Contract Time Remaining (If applicable) 8.00 Working Days

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

Construction Contractor Approval: Vanderpool Construction

Signature:  Firm Name: _____ Date: 5/18/2021

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature:  Firm Name: _____ Date: 05/18/2021

City of Grimes Staff Approval:  Date: 5-19-21

City of Grimes Council Approval: _____ Date: _____

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

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

4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 13, 2020	\$ 25,000.20
2	November 24, 2020	\$ 40,382.36
3	January 12, 2021	\$ 1,900.00
4	May 25, 2021	\$ 237.50
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		

TOTAL \$ 67,520.06

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		

Record of Change Orders

No.	Date	Amount
1	November 24, 2020	\$ 10,739.75
2	May 25, 2021	\$ 364.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 11,103.75

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 11, 2020
Original Contract Time:	40.00
Added by Change Order:	-
Contract Time to Date:	32.00
Time Used to Date:	40.00
Contract Time Remaining:	<u>(8.00)</u>



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

AGENDA MEMO

Item No. X
For Meeting of May 25, 2021

AGENDA HEADING: North Sports Complex Sanitary Sewer Extension – Project Acceptance

SYNOPSIS: The actions that are in front of the council are to provide appropriate actions on any final change orders, final payments and retainage payments; receive and file the Certificate of Completion from the project engineer (MSA Professional Services); and consider approval of a resolution officially accepting the project by the City of Grimes.

Vanderpool Construction, Inc. started this project in the Fall of 2020 and substantially completed the project by the end of the 2020 construction season. They were not able to fully complete the project until this spring due to weather dependent construction items. There is a final change order adjusting final quantities as measured in the field, a final payment and a retainage payment to be made 30 days following project acceptance.

FISCAL IMPACT: This project's final construction contract amount is \$71,073.75, which is \$11,103.75 over the original construction contract amount. We also have a development agreement with the home builder on the 2 lots along NW 27th Street to help recoup part of the costs of this sanitary sewer extension.

PREVIOUS COUNCIL ACTION(S): awarding the construction contract and approving contract & bonds.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Vanderpool Construction, Inc. in the final contract amount of \$71,073.75.

RESOLUTION 05-3521

**RESOLUTION ACCEPTING THE NORTH SPORTS COMPLEX SANITARY SEWER
EXTENSION WITH VANDERPOOL CONSTRUCTION, INC.**

WHEREAS, on the 11th day of August, 2020, the City of Grimes, Iowa entered into a contract with Vanderpool Construction, Inc., of Indianola, Iowa, for the construction of certain public improvements generally described as construction of the North Sports Complex Sanitary Sewer Extension 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 May 25, 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 \$71,073.75 as shown in the report of the Engineer.

PASSED AND APPROVED on this 25th day of May, 2021.

CITY OF GRIMES, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE OF COMPLETION

North Sports Complex Sanitary Sewer Extension

Grimes, Iowa

May 25, 2021

This is to certify that the construction improvements on the *North Sports Complex Sanitary Sewer Extension* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$71,073.75**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

*Nichole Sungren, P. E.
Project Manager
MSA Professional Services, Inc.
Iowa License Number 18431*

Council Meeting 05.25.21

ABD License Renewals & Additional Privileges:

Adding Privileges:

Prime & Crown- 721 E. 1st Street- Class C, Sunday Sales, Catering and adding Outdoor Privileges

The Corn Patch: 309 E. 1st Street- Class C, Sunday Sales and Adding Outdoor Privileges

Renewals:

Pour Choices: 1950 SE Grimes Blvd. Annual Renewal: Privileges Class C, Sunday Sales, and Outdoor Privileges

Kum & Go: 801 N. 1st Street- Class E Annual Renewal Class C, B & E, & Sunday Sales

Kum & Go: 1880 SE Princeton- Class E Annual Renewal Class C, B & E, & Sunday Sales



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

AGENDA MEMO

Item No. X
For Meeting of 5/25/2021

AGENDA HEADING: Resolution to Enter Into a Public Service Agreement for Stormwater Improvements with Nilles Associates, Inc.

SYNOPSIS: The Public Works Department is seeking approval to enter into a Public Service Agreement with Nilles Associates, Inc. to provide expertise for stormwater improvements to the drainage areas located Crossings Townhomes and Lot J Beaverbrooke West Plat 8. These areas have considerable water flow restrictions and erosion and will continue to get worse unless improvements are made.

FISCAL IMPACT:

BUDGET

Crossings TH & Beaverbrooke PSA- \$5900.00

Total: \$5900.00

SOURCE OF FUNDS

Stormwater Operating Budget - \$5900.00

Total: \$5900.00

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval.

RESOLUTION TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES CONCERNING OUTLET
REPAIRS AT CROSSINGS TOWNHOMES AND LOT J BEAVERBROOKE WEST PLAT 8.

Grimes Resolution No. 05-3121

WHEREAS, the City of Grimes (Grimes) is seeking professional consulting services to obtain an engineering concept with cost estimate for providing outlet improvements to the drainage areas located at Crossings Townhomes and Lot J Beaverbrooke West Plat 8.

WHEREAS, City Staff has recommended that Nilles Associates, Inc. (Nilles) be contracted to provide these services based on proposed cost, professional reputation and experience;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the attached Professional Services Agreement with Nilles to provide the specified professional consulting report to Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of May, 2021, and approved by the Mayor on the 25th day of May, 2021.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

OUTLET REPAIRS AT CROSSING TOWNHOMES AND LOT J BEAVERBROOKE WEST PLAT 8

This Agreement is made and entered into this 25th day of May, 2021, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Nilles Associates, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant

a. <u>SEE ATTACHMENT 1</u>	\$ <u>5,900</u>
b. _____	\$ _____
c. _____	\$ _____
Total	\$ <u>5,900</u>

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

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

4. INSURANCE

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

provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

F. **ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY:** Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.

G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Nilles Associates, Inc.
Attn: John P. Nilles
Title: President
Address: 1250 SW States St, Ste A
City, State: Ankeny, IA 50023

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect

nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount

payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

CITY OF GRIMES

BY:  _____

Name: John P. Nilles

Title: President

BY: _____

Scott Mikkelsen, Mayor

ATTEST

BY: _____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below. Payments to the Engineer for Services and Reimbursable Expenses shall be as set forth below.

PART 1 – BASIC SERVICES

Professional Services for OUTLET REPAIRS AT CROSSING TOWNHOMES AND LOT J BEAVERBROOKE WEST PLAT 8 ("Project"). Project work items include the following: a concept with cost estimate outlet repairs at Crossing Townhomes and Beaverbrook basins. The Project does not include the following work items: boundary or topographic survey, construction staking, storm water analysis, construction drawings, construction observation, construction administration, or meetings with residents.

Engineer shall:

Conduct a site investigation, gather measurements, and provide aerial imagery of sites for concept purposes. Boundary and topographic surveys will not be provided with this contract.

Provide concept and cost estimate for repairs at both locations.

PART 2 – COMPENSATION

A2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

Engineer's Standard Hourly Rates are attached as Attachment 3.

The total compensation for services under Paragraph A2.01 is not to exceed \$5,900.

A2.02 *Compensation For Reimbursable Expenses*

A. N/A

PART 3 – ADDITIONAL SERVICES

A3.01 *Additional Services*

A. N/A

ATTACHMENT 2 - PROJECT SCHEDULE

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

PROJECT SCHEDULE

06/18/2021

Provide Concept and Cost Estimate for outlet repairs at Crossing Townhomes and lot J Beaverbrooke West Plat 8 basins.

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VII	\$140.00
Engineer VI	130.00
Engineer V	115.00
Engineer IV	105.00
Engineer III	95.00
Engineer II	85.00
Engineer I	75.00
Landscape Architect V	125.00
Landscape Architect IV	115.00
Landscape Architect III	105.00
Landscape Architect II	95.00
Landscape Architect I	85.00
Land Surveyor VI	125.00
Land Surveyor V	115.00
Land Surveyor IV	100.00
Land Surveyor III	90.00
Land Surveyor II	80.00
Land Surveyor I	70.00
Technician VI	95.00
Technician V	85.00
Technician IV	75.00
Technician III	70.00
Technician II	65.00
Technician I	60.00
Administrative	65.00

REIMBURSABLE EXPENSES

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

MEMORANDUM

DATE: April 2021
TO: MWA Customers
FROM: Michael McCoy, Executive Director
CC: MWA Management
SUBJECT: 2021 Facility Rates; 2021 Holiday Hours

.....
2021 Transfer Station Rates

Metro Waste Authority will be increasing the commercial tipping fee at both Metro Central Transfer Station and Metro Northwest Transfer Station in 2021. Effective July 1, 2021, the tipping fee for commercial waste at both transfer stations will increase \$1/ton to \$48/ton.

2021 Landfill Rates

Metro Waste Authority will be increasing the tipping fee for yard waste at both Metro Park East Landfill and Metro Park West Landfill. Effective July 1, 2021, the tipping fee for yard waste at will increase \$1/ton to \$30/ton.

All other fees will remain unchanged.

2021 Holiday Hours

Metro Waste Authority set its facility hours for the 2021 holidays. A list of the hours is enclosed.

Tipping fees for each facility and holiday hours can be found on our website at www.WhereItShouldGo.com/locations.

Please contact Metro Waste Authority at 515.244.0021 if you have questions.

Enclosure

Amazon Charges	<u>Amount</u>	<u>Description</u>
Admin	\$39.85	paper holder, coffee
	\$26.99	webcam for Madonna
Public Works	\$39.95	"Restroom closed" sign for N Complex
	\$9.18	Disposable face masks
	\$44.76	Paper towels
Dev Services	\$79.65	Web Cam/microphone/privacy cover
Parks & Rec		
Library	\$272.46	library materials
	\$229.88	paper, processing supplies, lanyards
	\$467.07	programming supplies
	\$1,209.79	

City of Grimes Claims 5 25 2021

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT-LIBRARY	171.55
CENTRAL PUMP AND MOTOR	OIL FOR PUMPS	225
D&K PRODUCTS	CHEMICALS	2,580.75
A TECH INC.	FIRE SYSTEM SERVICE CALL GCC	180
A KINGS THRONE LLC	PORTABLE RESTROOMS	371.8
MEIER MARK	HBI SPRING 2021	500
EUROFINS TESTAMERICA	WATER LAB TESTS	225
JOHNSON CONTROLS SECURITY	CH SECURITY 6/1-8/31/21	719.98
BAKER & TAYLOR	MATERIALS LIBRARY	1,171.77
BASCOM TRUCK	REPAIR/REPLACE BRAKES E371	2,443.49
BARCO PRODUCTS	PARK PET WASTE STATIONS/BAGS	1,055.86
BEISSER LUMBER	STREET MAINT	201.07
BLACK HILLS ENERGY	GAS	1,107.73
SHADE TREE AUTO	SHADE TREE AUTO TIF 1/2 FY21	12,274.50
SHADRAN INDUSTRIAL & SANI	APRIL CLEANING CH	631.89
BOMGAARS	CABINET/SUPPLIES	528.66
BSN SPORTS	SOCCER BALLS/BALL CAGES	878.75
CENTRAL IOWA PEST	PEST CONTROL GCC	325
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,265.92
CROWN TROPHY	BASEBALL & SOCCER RIBBONS	240
CUSTOM STEEL BUILDERS	SKATE BOARD PARK SUPPLIES	360
DELL MARKETING L.P.	MONITORS & DOCK MARK SCHULZ	521.33
FINISH LINE AUTO WORKS	OIL CH/SERV TIRE REPLACEMENT	1,200.41
GOVT. FIN. OFFICERS ASSN.	JAKE ANDERSON MEMBERSHIP DUES	160
GRAINGER	FILTERS	315.4
HACH COMPANY	CHEMICALS	215.7
HAWKEYE TRUCK EQUIPMENT	VEHICLE REPAIR 5208	284.11
HY-VEE	HY-VEE #1 TIF FY 21	27,468.50
HAWKINS INC.	CHEMICALS	2,782.00
HERITAGE AT GRIMES LLC	HERITAGE @ GRIMES TIF FY 21	657,898.50
RODAN OFFICE CLEANING	LIBRARY CLEANING APRIL	630
HILLYARD	N & S COMPLEX SUPPLIES	314.5
IOWA DIVISION LABOR SERV	WATER PLANT BOILER PERMITS	120
INTERSTATE BATTERY	BATTERY KEYLESS REMOTE PRIUS	7.95
IOWA DEPT OF REVENUE	STATE TAX	13,743.00
IPERS	IPERS- REGULAR	52,804.19
KLINE ELECTRIC INC	ST LIGHT REPAIR 909 NE 13TH ST	165
LEAF	COPIER LEASE GCC	77.97
LIBERTY READY MIX	ST MAINT	6,212.00
LOGAN CONTRACTORS SUPPLY	KNEE PAD/APEX GEL	91.45
LOGOED APPAREL & PROMOTIO	SAFETY PUBLIC WORKS	2,482.70
MAIL SERVICES	MAY UTILITY STATEMENTS	3,618.10
MARTIN MARIETTA AGGREGATE	FILL SAND	1,061.82
MEDIACOM	INTERNET GCC	211.94
METRO WASTE AUTHORITY	SOLID WASTE PICK UP	41,400.47
MIDAMERICAN ENERGY	POWER	10,661.38
MISSISSIPPI LIME CO.	LIME	4,320.00
MTI DISTRIBUTING INC.	MOWER REPAIR	346.1
MUNICIPAL SUPPLY, INC.	SMART POINTS FOR GRIMES	9,341.80
O'HALLORAN INTERNATIONAL	FUEL TANK FOR DUMP TRUCK S202	1,764.70
O'REILLY AUTO PARTS	SWEEPER REPAIRS	171.28
OFFICE DEPOT LIBRARY	ENVELOPES & MARKERS/SUPPLIES	113.16
OFFICE DEPOT CITY HALL	OFFICE SUPPLIES	172.42
TRUE VALUE	EQUIPMENT RENTAL BOBCAT	243.29

GRIMES TIRE & AUTO	REPLACED TIRE	857.05
PC PRINT CENTER	POSTERS	64.5
PEAK SOFTWARE SYSTEMS	6 MONTH SOFTWARE	900
POLK CO RECORDER	FENCE CONSENT BROWN KORTE	74
PLASTIC RECYCLING	REPLACE DAMAGED MEMORIAL BENCH	100.06
PRAXAIR DISTRIBUTION INC.	ANNUAL RENTAL/LEASE 2 TANKS	177.95
TNC LLC	TNC TIF 1/2 FY 21	263.6
SHRED-IT USA	CH SHREDDING	97.73
SNYDER & ASSOCIATES	HOPE COMM TRAFFIC IMPACT STUDY	9,569.38
SPRAYER SPECIALTIES	SPRAY NOZZLES	124.03
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,573.08
SYNCB/AMAZON	PROGRAMMING SUPPLIES	1,209.79
TRIPLETT OFFICE ESSENTIAL	FIRE PROOF CABINET	4,299.00
UNITED CONTRACTORS, INC	SPECIAL BACKFILL	69.12
US WATER	Monthly bill	72,062.05
CINTAS CORPORATION - #762	RUGS & SUPPLIES WTR PLT	78.01
USA BLUE BOOK	SAFETY EQUIPMENT	64.06
VERIZON WIRELESS, BELLEVU	CELL PHONES & HOT SPOTS	349.89
VAN WALL EQUIPMENT	PARKS GROOMER	365.56
WELLMARK BLUE CROSS	EMPLOYEE MAY/JUNE INSURANCE	88,993.40
WILLIAMS SCOTSMAN, INC	MAY LEASE - FIRE	349
COLE-PARMER	PUMP HEAD	662.2
MERCYONE OCCUPATIONAL HEA	EMPLOYMENT PHYSICAL-HOULIHAN	1,221.00
CENTURY LINK	PHONE	2,201.36
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	1,323.80
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT LIBRARY	186.58
EFTPS	FED/FICA TAX	41,455.50
TOTAL FAMILY EYE CARE	TOTAL FAM EYE CARE TIF FY 21	11,580.00
WORLD BOOK, INC	LIBRARY MATERIALS	617
MENARDS GRIMES	REPLACE MAILBOX	183.81
MCCLURE ENGINEERING	RO WATER TREAT PLANT	53,284.75
BULK TRANSPORT CO EAST	LIME DELIVERY	1,942.50
COPY SYSTEMS INC	MONTHLY FIRE COPIER CONTRACT	39
IOWA STONE SUPPLY	IOWA STONE TIF FY 21	17,820.50
DAIMLER TRUCKS N AMERICA	DAIMLER TIF FY 21	107,774.50
R&R REALTY GROUP	PRAIRIE BUS PK1 TIF FY21	140,139.50
SHANK CONSTRUCTORS INC	RO WATER TREATMENT PLANT	1,073,885.70
VOYA	DEFER COMP PRE	1,606.00
AIG	DEFER COMP PRE	432.5
HORACE MANN	DEFER COMP ROTH	175
MASSMUTUAL	DEFER COMP PRE	500
NILLES ASSOCIATES	QTRLY MS4 INSP & PRECON MTG	11,125.00
CENTURY LINK 02	PHONE	181.24
BTG IOWA	HUBBELL #3 TIF FY 21 FINAL	82,375.50
VANDERPOOL CONSTRUCTION	N COMP SANITARY SEWER RETAINAGE	5,971.24
MICROMARKETING LLC	LIBRARY MATERIALS	151.48
TECHSOUP	11 HOTSPOTS-LIBRARY	165
LANE, JANNAE	PROGRAM REFUND	35
RELIABLE MAINTENANCE CO	MARCH CLEANING - GCC	4,650.00
WAUKEE POWER EQUIPMENT	POWER SWEEP ATTACH	351.99
AIRGAS USA LLC	SAFETY SUPPLIES	5
SCENTAIR TECHNOLOGIES	SCENT AIR GCC 5/10-6/9/21	596
REG MKTG & LOGISTIC GROUP	FUEL	2,877.98
EBS	EMPLOYEE INSURANCE	3,229.85
CITY OF GRIMES/TWO RIVERS	FUNDING HEALTH RESERVES	301,500.00

COLE JANET	FACILITY REFUND	50
WIGDAHL ERIKA	FACILITY REFUND	75
DESCHAMP MADDIE	FACILITY REFUND	100
CHRISTENSEN AMY	FACILITY REFUND	50
PETERSON BECKY	REFUND YOUTH VOLLEYBALL	20
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>111,836.27</u>
	CLAIMS TOTAL	3,032,398.90
	GENERAL FUND	234,450.48
	LIBRARY FUND FUND	26,216.86
	ROAD USE TAX FUND	29,003.66
	EMPLOYEE BENEFITS FUND	382,043.44
	TAX INCREMENT FINANCING FUND	1,057,595.10
	RESTRICTED GIFTS FUND	75
	CP N COMPLEX SANI CONNECT FUND	3,791.19
	CP-Water Tower 2019 FUND	1,652.50
	CP-Water Plant Exp 2019 FUND	1,115,887.95
	WATER SYSTEM STUDY FUND	9,630.00
	WATER FUND	71,378.60
	SEWER FUND	51,374.92
	LANDFILL/GARBAGE FUND	41,408.00
	STORM WATER FUND	<u>7,891.20</u>
		3,032,398.90
Monthly Revenue April 2021	GENERAL FUND	3,367,858.65
	LIBRARY FUND	9398.57
	ROAD USE TAX FUND	306980.48
	EMPLOYEE BENEFITS FUND	421828.35
	LOCAL OPTION SALES TAX FUND	97734.43
	TAX INCREMENT FINANCING FUND	1463772.14
	ECONOMIC DEVELOPMENT REV FUND	1069.7
	DEBT SERVICE FUND	1000062.11
	CAPITAL PROJECTS FUND	1214241.51
	WATER FUND	374133.39
	SEWER FUND	257530.27
	LANDFILL/GARBAGE FUND	51707.79
	STORM WATER FUND	<u>63109.83</u>
		8,629,427.22

TREASURER'S REPORT

CALENDAR 4/2021, FISCAL 10/2021

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	8,922,799.14	3,367,858.65	528,084.96	3,406.25	11,767,509.08
002	LIBRARY FUND	58,350.53-	9,398.57	56,653.23	.00	105,605.19-
005	FIRE/RESCUE AUXILIARY	9,505.97	.00	43.00	.00	9,462.97
110	ROAD USE TAX	2,455,606.15	306,980.48	112,983.33	333.07	2,649,936.37
112	EMPLOYEE BENEFITS	602,223.99	421,828.35	65,386.34	.00	958,666.00
119	EMERGENCY FUND	2,447.84	.00	.00	.00	2,447.84
121	LOCAL OPTION SALES TAX	1,499,371.63	97,734.43	.00	.00	1,597,106.06
125	TAX INCREMENT FINANCING	2,046,720.46	1,463,772.14	.00	.00	3,510,492.60
160	HOTEL/MOTEL/ECON DEV	212,816.46	.00	.00	.00	212,816.46
161	ECO DEVELOPMENT REVOLVING	152,299.56	1,069.70	.00	.00	153,369.26
167	RESTRICTED GIFTS	116,719.77	.00	2,404.22	.00	114,315.55
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	2,200,206.91	1,000,062.11	.00	.00	3,200,269.02
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	105,957.80	.00	.00	.00	105,957.80
307	CP - STORM WATER	150,000.00	.00	.00	.00	150,000.00
308	CP-SW COUNTY LINE ROAD	1,422,122.33	.00	.00	.00	1,422,122.33
309	CP - PARKS	2,450,273.43	.00	.00	.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	57,671.76-	27,144.21	1,486.00	.00	32,013.55-
315	CP N COMPLEX SANI CONNECT	876,146.10	.00	.00	.00	876,146.10
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	KENNYBROOK PK WQI IMPRV	425,502.60	.00	296.25	.00	425,206.35
320	CP-New Jordan Well 2019	677.05	.00	.00	.00	677.05
321	CP- ASR 2019	21,117.70	.00	.00	.00	21,117.70
322	CP-16" Water Main	35,926.14	.00	.00	.00	35,926.14
323	CP-Water Tower 2019	15,518.65-	.00	872.50	.00	16,391.15-
324	CP-Water Plant Exp 2019	58,966.70-	1,187,097.30	1,175,277.29	.00	47,146.69-
325	SE 37TH HWY 141 PROJECT	455,654.79	.00	.00	.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	53,093.99-	.00	18,012.79	.00	71,106.78-
329	NW TERRITORY LIFT STATION	1,227,587.00	.00	146,994.61	.00	1,080,592.39
330	GIS MAPPING	12,818.25-	.00	.00	.00	12,818.25-
331	19TH ST SEWER EXTENSION	.00	.00	.00	.00	.00
332	ROAD USE EQUIPMENT	250,000.00	.00	.00	.00	250,000.00
333	WRA PARALLEL SEWER	.00	.00	.00	.00	.00
334	HWY44 & COUNTY LN RD 2020	811,103.10	.00	36,923.50	.00	774,179.60
335	ANN SANI SEWER I&I REHAB	.00	.00	.00	.00	.00
336	SE 11th ST RR/James 2019	176,979.58	.00	1,170.00	.00	175,809.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	664,591.39	.00	.00	.00	664,591.39
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 4/2021, FISCAL 10/2021

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	45,018.40	.00	10,573.00	.00	34,445.40
342	WATER SYSTEM STUDY	26,052.66	.00	13,130.00	.00	12,922.66
343	JAMES ST CORRIDOR STUDY	82,376.68	.00	74,409.80	.00	7,966.88
344	PAVEMENT COND ANALYSIS	113,337.90	.00	5,094.50	.00	108,243.40
345	ANNUAL WATER MAIN REPLACE	.00	.00	.00	.00	.00
346	HW TRAIL EXTENSION	.00	.00	.00	.00	.00
347	N SPORTS COMPLEX PARKING	.00	.00	.00	.00	.00
348	SPLASH PAD	.00	.00	.00	.00	.00
349	SE 6TH & S JAMES INTERSEC	73,557.90	.00	12,135.00	.00	61,422.90
350	GRIMES LIBRARY BLDG FUND	850,094.00	.00	.00	.00	850,094.00
351	37TH ST IMPROVEMENTS	.00	.00	.00	.00	.00
352	TRL RDG/BEAV/JACOB WTR MN	.00	.00	.00	.00	.00
353	SANI SEWER STUDY	.00	.00	.00	.00	.00
354	ANNUAL PCC PATCHING	.00	.00	.00	.00	.00
355	TRAFFIC SIGNAL EQUIPMENT	.00	.00	.00	.00	.00
356	ANNUAL PAVEMENT PRESERVE	.00	.00	.00	.00	.00
357	S CMLPX IRRIGATION PROJ	.00	.00	.00	.00	.00
600	WATER	7,127,689.39	362,355.60	164,207.87	155.51	7,325,992.63
601	WATER DEPOSITS	157,681.81	11,777.79	1,700.96	.00	167,758.64
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	5,731,439.44	257,530.27	118,336.18	155.44	5,870,788.97
611	SEWER SINKING	132,714.74	.00	.00	.00	132,714.74
670	LANDFILL/GARBAGE	219,475.89	51,707.79	54,494.90	.00	216,688.78
740	STORM WATER	2,402,362.29	63,109.83	33,437.60	184.62	2,430,689.14
Report Total		45,978,381.86	8,629,427.22	2,634,107.83	4,234.89	51,977,936.14

BALANCE SHEET

CALENDAR 4/2021, FISCAL 10/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	2,844,708.84	7,107,004.00
002-000-1110	CASH - LIBRARY	47,254.66-	105,605.19-
110-000-1110	CASH - ROAD USE	194,330.22	2,649,936.37
112-000-1110	CASH - EMPLOYEE BENEFITS	356,442.01	958,666.00
119-000-1110	CASH - EMERGENCY		2,447.84
121-000-1110	CASH - LOCAL OPTION SALES TAX	97,734.43	1,597,106.06
125-000-1110	CASH - TIF	1,463,772.14	3,510,492.60
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV		212,816.46
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	153,369.26
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	2,404.22-	112,482.72
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	1,000,062.08	3,196,869.70
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
306-000-1110	CASH - CP - PRAIRIE/LITTLE BEA		105,957.80
307-000-1110	CASH - CP - STORM WATER		150,000.00
308-000-1110	CASH-CP SW COUNTY LINE ROAD		1,422,122.33
309-000-1110	CASH - CP - PARKS		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	25,658.21	32,013.55-
315-000-1110	CASH -N COMPLEX SANI CONNECT		876,146.10
316-000-1110	CASH - WATER CAP IMPROVEMENT		135,394.61-
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP	296.25-	425,206.35
320-000-1110	CASH-NEW JORDAN WELL 2019		677.05
321-000-1110	CASH-ASR 2019		21,117.70
322-000-1110	CASH-16" WATER MAIN		35,926.14
323-000-1110	CASH-WATER TOWER 2019	872.50-	16,391.15-
324-000-1110	CASH- WATER PLANT EXP 2019	11,820.01	47,146.69-
325-000-1110	CASH-SE 37TH /HWY 141 PROJ		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	18,012.79-	71,106.78-
329-000-1110	NW TERRITORY LIFT STATION CASH	146,994.61-	1,080,592.39
330-000-1110	GIS MAPPING- CASH		12,818.25-
332-000-1110	CASH-ROAD USE EQUIPMENT		250,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	36,923.50-	774,179.60
336-000-1110	CASH-SE 11TH RR/JAMES 2019	1,170.00-	175,809.58
338-000-1110	FY20 Drain Prj 2nd/Beaver CASH		664,591.39
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	HWY 44 STUDY CASH	10,573.00-	34,445.40
342-000-1110	WATER SYSTEM STUDY CASH	13,130.00-	12,922.66
343-000-1110	JAMES ST CORRIDOR STUDY CASH	74,409.80-	7,966.88
344-000-1110	CASH PAVEMENT COND ANALYSIS	5,094.50-	108,243.40
349-000-1110	SE 6TH & JAMES INTERSEC CASH	12,135.00-	61,422.90
350-000-1110	GRIMES LIB BLDG CASH		850,094.00

BALANCE SHEET
CALENDAR 4/2021, FISCAL 10/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
600-000-1110	CASH - WATER	196,864.20	4,661,033.31
601-000-1110	CASH - WATER DEPOSITS	10,076.83	165,336.42
602-000-1110	CASH - WATER SINKING		192,401.74
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	139,052.63	2,678,118.46
611-000-1110	CASH - SEWER SINKING		132,714.74
670-000-1110	CASH - SOLID WASTE	2,787.11-	216,688.78
740-000-1110	CASH - STORM WATER	28,320.04	2,384,466.67
		-----	-----
	CASH TOTAL	5,997,853.40	41,398,294.25
005-000-1112	CASH - FD AUXILLARY	43.00-	9,462.97
		-----	-----
	CASH - FD AUXILLARY TOTAL	43.00-	9,462.97
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	1.10	58,434.48
200-000-1150	CASH - IPAIT	.03	3,399.32
		-----	-----
	CASH - IPAIT TOTAL	1.13	61,833.80
600-000-1160	SAVINGS - WATER TAPPING	163.31	988,826.19
740-000-1160	SAVINGS - STORM WATER	6.81	46,222.47
		-----	-----
	SAVINGS TOTAL	170.12	1,035,048.66

BALANCE SHEET
CALENDAR 4/2021, FISCAL 10/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
610-000-1161	SAVINGS - SEWER TAPPING	296.90	1,032,388.08
	SAVINGS - RACCOON TOTAL	296.90	1,032,388.08
600-000-1162	SAVINGS - VISION	1,275.73	1,035,420.46
	SAVINGS - VISION TOTAL	1,275.73	1,035,420.46
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		31,309.91
001-000-1172	CEMETERY CD 3 222910		20,020.73
001-000-1173	CEMETERY CD 12014736		20,574.37
	CD'S BANKERS TRUST TOTAL	.00	71,905.01
001-000-1174	CD# 12510837 - GENERAL		2,097,232.64
	CD# 12510837 - GENERAL TOTAL	.00	2,097,232.64
001-000-1175	CD# 12396252 - GENERAL		2,097,232.64
	CD# 12396252 - GENERAL TOTAL	.00	2,097,232.64
610-000-1178	CHARTER SEW TAP CD		2,068,746.70
	CHARTER SEW TAP CD TOTAL	.00	2,068,746.70
	TOTAL CASH	5,999,554.28	51,977,936.14

BUDGET REPORT
CALENDAR 4/2021, FISCAL 10/2021

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,441,050.00	114,323.00	1,144,484.28	79.42	296,565.72
	FIRE TOTAL	727,653.00	31,691.07	516,600.63	71.00	211,052.37
	AMBULANCE TOTAL	1,531,657.00	74,205.09	1,230,606.01	80.34	301,050.99
	BUILDING INSPECTIONS TOTAL	1,797,931.00	87,666.27	1,134,966.27	63.13	662,964.73
	ANIMAL CONTROL TOTAL	21,000.00	.00	2,167.19	10.32	18,832.81
	PUBLIC SAFETY TOTAL	5,519,291.00	307,885.43	4,028,824.38	73.00	1,490,466.62
	ROADS, BRIDGES, SIDEWALKS TOTAL	2,478,504.00	160,629.84	1,394,001.72	56.24	1,084,502.28
	STREET LIGHTING TOTAL	198,587.00	25,449.35	166,896.00	84.04	31,691.00
	TRAFFIC CONTROL & SAFETY TOTAL	15,000.00	6,678.31	18,293.20	121.95	3,293.20-
	SNOW REMOVAL TOTAL	240,860.00	104.96	107,189.52	44.50	133,670.48
	PUBLIC WORKS TOTAL	2,932,951.00	192,862.46	1,686,380.44	57.50	1,246,570.56
	WATER,AIR,MOSQUITO CONTROL TOTAL	25,000.00	.00	18,200.00	72.80	6,800.00
	HEALTH & SOCIAL SERVICES TOTAL	25,000.00	.00	18,200.00	72.80	6,800.00
	LIBRARY TOTAL	821,351.00	69,210.71	561,874.06	68.41	259,476.94
	PARKS TOTAL	1,023,290.00	76,108.79	553,204.28	54.06	470,085.72
	NORTH COMPLEX TOTAL	20,000.00	793.48	8,735.16	43.68	11,264.84
	SOUTH COMPLEX TOTAL	20,000.00	11,648.34	21,947.53	109.74	1,947.53-
	RECREATION TOTAL	300,900.00	20,848.54	183,850.99	61.10	117,049.01
	REC - YOUTH PROGRAMS TOTAL	23,700.00	140.00	737.80	3.11	22,962.20
	REC - YOUTH SPORTS TOTAL	22,750.00	746.50	7,691.39	33.81	15,058.61
	REC - ADULT PROGRAMS TOTAL	2,000.00	1,292.98	1,967.98	98.40	32.02
	REC - ADULT SPORTS TOTAL	2,000.00	.00	357.50	17.88	1,642.50
	CEMETERY TOTAL	39,500.00	.00	251.06	.64	39,248.94
	GCC-GRIMES COMM COMPLEX TOTAL	154,270.00	5,358.96	92,245.56	59.79	62,024.44
	CULTURE & RECREATION TOTAL	2,429,761.00	186,148.30	1,432,863.31	58.97	996,897.69
	ECONOMIC DEVELOPMENT TOTAL	2,363,760.00	.00	1,146,014.69	48.48	1,217,745.31
	COMMUNITY & ECONOMIC DEV TOTAL	2,363,760.00	.00	1,146,014.69	48.48	1,217,745.31
	MAYOR/COUNCIL/CITY MGR TOTAL	337,825.00	19,874.10	205,125.06	60.72	132,699.94
	CLERK/TREASURER/ADM TOTAL	598,112.00	36,641.29	438,959.50	73.39	159,152.50
	ELECTIONS TOTAL	30,000.00	850.00	20,850.00	69.50	9,150.00
	LEGAL SERVICES/ATTORNEY TOTAL	178,000.00	15,285.36	159,434.30	89.57	18,565.70
	CITY HALL/GENERAL BLDGS TOTAL	373,300.00	5,957.74	209,289.26	56.06	164,010.74
	TORT LIABILITY TOTAL	20,000.00	.00	18,848.39	94.24	1,151.61
	OTHER GENERAL GOVERNMENT TOTAL	167,731.00	50.40	28,199.36	16.81	139,531.64
	GENERAL GOVERNMENT TOTAL	1,704,968.00	78,658.89	1,080,705.87	63.39	624,262.13

BUDGET REPORT
CALENDAR 4/2021, FISCAL 10/2021

PCT OF FISCAL YTD 83.3%

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	.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	.00	41,656.25	4.85	816,756.75
	2017A BOND TOTAL	543,632.00	.00	146,815.63	27.01	396,816.37
	2017 REFINANCING BOND TOTAL	576,775.00	.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	.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	141,791.80	5,456,406.62	103.65	191,906.62-
	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	.00	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	1,189,279.79	12,581,024.05	81.17	2,918,975.95
	SEWER/SEWAGE DISPOSAL TOTAL	18,350,000.00	165,007.40	715,597.71	3.90	17,634,402.29
	STORM WATER TOTAL	550,000.00	296.25	107,218.23	19.49	442,781.77
	CAPITAL PROJECTS TOTAL	41,991,000.00	1,496,375.24	18,997,001.61	45.24	22,993,998.39
	WATER TOTAL	3,876,497.00	165,908.83	1,847,510.78	47.66	2,028,986.22
	SEWER/SEWAGE DISPOSAL TOTAL	2,891,133.00	118,336.18	1,569,134.98	54.27	1,321,998.02
	LANDFILL/GARBAGE TOTAL	691,415.00	54,494.90	480,259.49	69.46	211,155.51
	STORM WATER TOTAL	497,965.00	33,437.60	217,308.21	43.64	280,656.79
	ENTERPRISE FUNDS TOTAL	7,957,010.00	372,177.51	4,114,213.46	51.71	3,842,796.54
	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	2,634,107.83	37,385,017.07	48.59	39,555,234.93

REVENUE REPORT

CALENDAR 4/2021, FISCAL 10/2021

PCT OF FISCAL YTD 83.3%

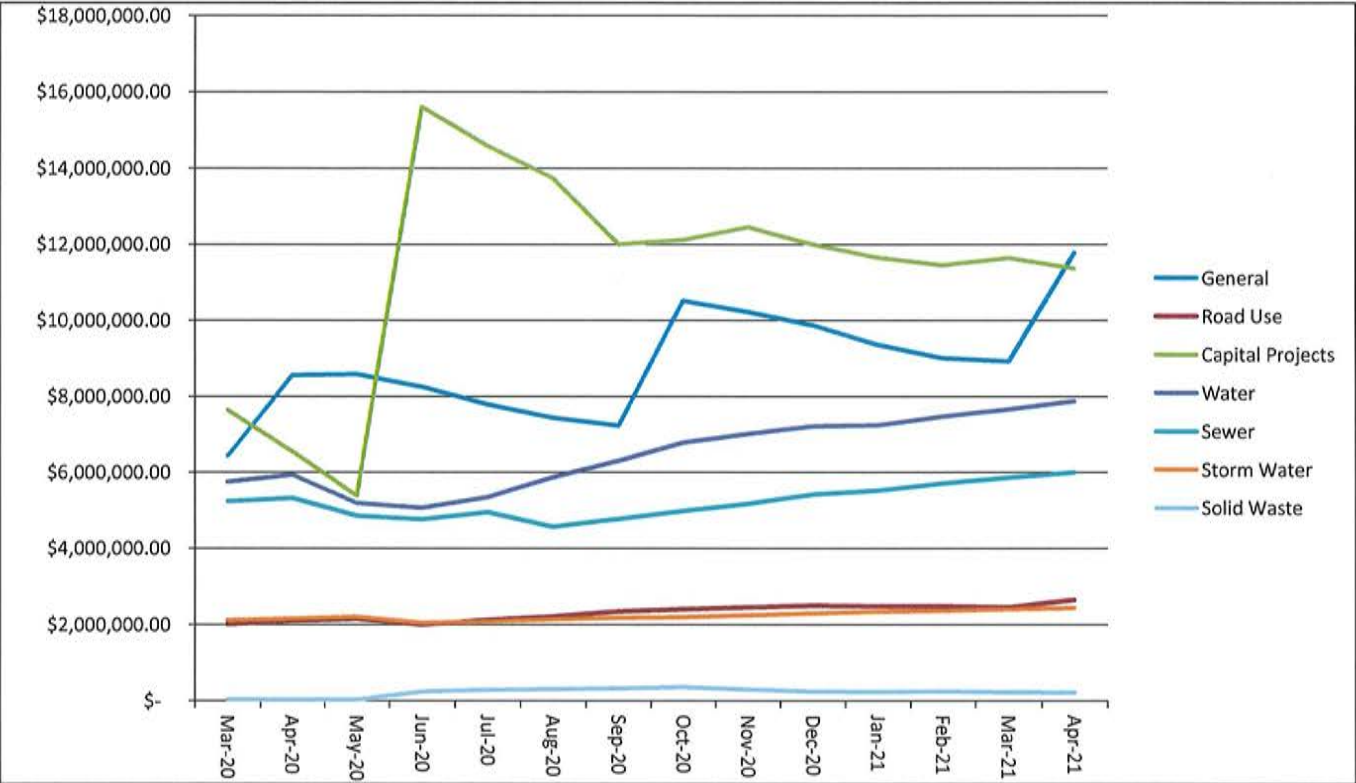
ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	10,487,774.00	3,367,858.65	9,715,083.96	92.63	772,690.04
	LIBRARY FUND TOTAL	628,832.00	9,398.57	345,540.40	54.95	283,291.60
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	370.75	1.69	21,629.25
	ROAD USE TAX TOTAL	1,450,720.00	306,980.48	1,444,696.06	99.58	6,023.94
	EMPLOYEE BENEFITS TOTAL	1,824,548.00	421,828.35	1,023,268.76	56.08	801,279.24
	EMERGENCY FUND TOTAL	.00	.00	2,447.84	.00	2,447.84-
	LOCAL OPTION SALES TAX TOTAL	1,808,000.00	97,734.43	1,171,320.77	64.79	636,679.23
	TAX INCREMENT FINANCING TOTAL	3,904,556.00	1,463,772.14	3,568,723.89	91.40	335,832.11
	HOTEL/MOTEL/ECON DEV TOTAL	100,000.00	.00	46,102.63	46.10	53,897.37
	ECO DEVELOPMENT REVOLVING TOTA	12,836.00	1,069.70	10,697.00	83.34	2,139.00
	RESTRICTED GIFTS TOTAL	12,000.00	.00	4,728.06	39.40	7,271.94
	DEBT SERVICE TOTAL	4,322,976.00	1,000,062.11	6,542,711.62	151.35	2,219,735.62-
	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	27,144.21	1,857,704.68	97.77	42,295.32
	CP N COMPLEX SANI CONNECT TOTA	.00	.00	17,500.00	.00	17,500.00-
	CP-New Jordan Well 2019 TOTAL	.00	.00	350,683.89	.00	350,683.89-
	CP-16" Water Main TOTAL	.00	.00	132,485.02	.00	132,485.02-
	CP-Water Tower 2019 TOTAL	1,000,000.00	.00	1,509,176.55	150.92	509,176.55-
	CP-Water Plant Exp 2019 TOTAL	14,400,000.00	1,187,097.30	10,533,931.56	73.15	3,866,068.44
	WRA SANI SEWER CONNECTION TOTA	17,000,000.00	.00	298,054.72	1.75	16,701,945.28

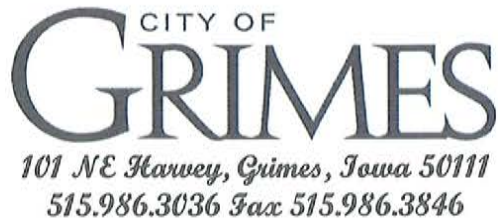
REVENUE REPORT

CALENDAR 4/2021, FISCAL 10/2021

PCT OF FISCAL YTD 83.3%

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
	HWY 44 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	.00	100.00	.02	499,900.00
	WATER TOTAL	4,266,874.00	362,355.60	4,599,532.82	107.80	332,658.82-
	WATER DEPOSITS TOTAL	10,040.00	11,777.79	52,508.25	522.99	42,468.25-
	WATER SINKING TOTAL	1,569,169.00	.00	.00	.00	1,569,169.00
	SEWER TOTAL	2,977,500.00	257,530.27	2,806,066.59	94.24	171,433.41
	SEWER SINKING TOTAL	1,089,098.00	.00	.00	.00	1,089,098.00
	LANDFILL/GARBAGE TOTAL	736,353.00	51,707.79	452,823.71	61.50	283,529.29
	STORM WATER TOTAL	674,500.00	63,109.83	614,034.35	91.04	60,465.65
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		77,812,276.00	8,629,427.22	47,146,589.68	60.59	30,665,686.32
		=====	=====	=====	=====	=====





AGENDA MEMO

For Meeting of May 25, 2021

AGENDA HEADING:

Public Hearing and Action on Resolution 05-2421 Approving City of Grimes' Budget Amendment for FY2020-2021

SYNOPSIS:

The city received the 2020B bond funds for the refunding of the 2012 bond issue after the fiscal year 2020-2021 budget adoption, requiring the additional expenditure for payment. The city received CARES act funding requiring the additional expenditures for warning sirens, to upgrade the fire department website, and to add updated knox boxes to fire and EMS vehicles. The city received a Bravo grant requiring the additional expenditure for the art master plan. The city joined a new employee benefit consortium and will be funding the benefit account. The city realized additional enterprise revenue requiring the additional expenditure for the sales and excise taxes. The city will also be making additional transfers in the project funds to zero out completed projects.

FISCAL IMPACT:

The proposed amendment will provide for additional expenditures and transfers totaling \$8,000,584 compensated through debt proceeds, CARES funding, and utility receipts.

PREVIOUS COUNCIL ACTION(S):

Council set a date for a public hearing on the proposed amendment at their regular meeting on May 11, 2021. Council approved the FY2020-2021 budget on March 24, 2020.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

RESOLUTION NO. 05-2421

**RESOLUTION APPROVING THE CITY'S PROPOSED
AMENDMENT #1 TO THE FISCAL YEAR 2020-2021 BUDGET**

WHEREAS, the City Finance Director has prepared amendment #1 to the Annual Budget for Fiscal Year 2020-2021; and

WHEREAS, the City did hold a public hearing regarding this proposed budget amendment on May 25th, 2021 at 5:30 PM at 410 SE Main St, Grimes, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grimes, Iowa, approval of budget amendment #1 for Fiscal Year 2020-2021.

BE IT FURTHER RESOLVED, by the Grimes City Council of the City of Grimes, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

Passed and approved this 25^h day of May, 2021.

AYES:

NAYS:

Scott Mikkelson, Mayor

ATTEST:

Rochelle Williams, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

GRIMES

Fiscal Year July 1, 2020 - June 30, 2021

The City of GRIMES will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

Meeting Date/Time: 5/25/2021 05:30 PM

Contact: Marcia Woodke

Phone: (515) 986-3036

Meeting Location: In person: Grimes Comm Center 410 SE Main St, Grimes, IA via Electronic Mtg Zoom ID Code 936 4556 7788 Passcode 165623

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	10,856,039	0	10,856,039
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	10,856,039	0	10,856,039
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	3,904,556	0	3,904,556
Other City Taxes	6	2,113,665	0	2,113,665
Licenses & Permits	7	572,250	0	572,250
Use of Money & Property	8	245,550	30,000	275,550
Intergovernmental	9	2,024,659	411,513	2,436,172
Charges for Service	10	8,890,874	15,000	8,905,874
Special Assessments	11	35,000	0	35,000
Miscellaneous	12	2,171,776	21,567	2,193,343
Other Financing Sources	13	39,835,000	4,272,601	44,107,601
Transfers In	14	7,162,907	3,522,384	10,685,291
Total Revenues & Other Sources	15	77,812,276	8,273,065	86,085,341
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	5,519,291	90,000	5,609,291
Public Works	17	2,932,951	0	2,932,951
Health and Social Services	18	25,000	0	25,000
Culture and Recreation	19	2,429,761	113,000	2,542,761
Community and Economic Development	20	2,363,760	0	2,363,760
General Government	21	1,704,968	135,000	1,839,968
Debt Service	22	4,853,604	4,095,200	8,948,804
Capital Projects	23	41,991,000	0	41,991,000
Total Government Activities Expenditures	24	61,820,335	4,433,200	66,253,535
Business Type/Enterprise	25	7,957,010	45,000	8,002,010
Total Gov Activities & Business Expenditures	26	69,777,345	4,478,200	74,255,545
Transfers Out	27	7,162,907	3,522,384	10,685,291
Total Expenditures/Transfers Out	28	76,940,252	8,000,584	84,940,836
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	872,024	272,481	1,144,505
Beginning Fund Balance July 1, 2020	30	27,193,209	15,016,820	42,210,029
Ending Fund Balance June 30, 2021	31	28,065,233	15,289,301	43,354,534

Explanation of Changes: The city received the 2020B bond funds for the refunding of the 2012 bond issue, requiring the additional expenditure for payment. The city received CARES act funds requiring the additional expenditures for new warning sirens and an upgrade to the fire department website. The city received a Bravo grant requiring the additional expenditure for the art master plan. The city joined a new employee benefit consortium and will be funding the benefit account. The city realized additional enterprise revenue requiring the additional expenditure for the sales and excise taxes. The city will be making additional transfers in the project funds to zero out completed projects.

MINUTES TO RECEIVE BIDS AND SELL
BONDS

419952-80

Grimes, Iowa

May 25, 2021

The City Council of the Grimes, Iowa, met on May 25, 2021, at 5:30 o'clock p.m., at the Grimes Community Complex, Grimes, Iowa.

The City Council met electronically via Zoom, which was accessible at the following:

Meeting ID: 936 4556 7788

Passcode: 165623

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of the City's General Obligation Corporate Purpose Bonds, Series 2021A the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder

Final Bid
(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council

Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 05-2621

Resolution Awarding General Obligation Corporate Purpose Bonds, Series 2021A

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$6,225,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements and extensions; (2) acquiring and installing street lighting, signage and signalization improvements; and (3) undertaking improvements, replacements and upgrades at existing municipal parks, including splash pad installation, ball park lighting installation, equipment acquisitions, landscaping and parking lot construction, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on March 9, 2021; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$600,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of planning, designing and constructing recreation trail improvements and extensions and undertaking facilities repairs and improvements at municipal buildings, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 9, 2021, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Urban Renewal Loan Agreement”) (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement and the Urban Renewal Loan Agreement are sometimes referred to hereinafter as the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$3,205,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking an authorized project in the Grimes Urban Renewal Area consisting of constructing and equipping a municipal library (this purpose, together with the purposes set forth in the preceding paragraphs above shall collectively hereinafter be referred to as the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 9, 2021, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Essential Purpose Loan Agreement with its authority under the General Purpose Loan Agreement, and the Urban Renewal Loan Agreement and to enter into the a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2021A (the “Series 2021A Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and the

City Council has made provisions for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors, LLC, as municipal financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Series 2021A Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Series 2021A Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Series 2021A Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the “Sale Agreement”) of the Series 2021A Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Series 2021A Bonds is hereby adjourned to the City Council meeting to be held on June 8, 2021.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 25, 2021.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

• • • •

Upon motion and vote, the meeting was adjourned.

Mayor Scott Mikklesen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of General Obligation Corporate Purpose Bonds, Series 2021A of the City evidencing the City's obligation under a certain Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk Rochelle Williams

(Attach here a copy of the bid of the successful bidder.)

May 18, 2021

Via Email

Rochelle Williams
City Clerk/City Hall
Grimes, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2021A
Our File No. 419952-81

Dear Rochelle:

We have prepared and attach the proceedings to be used at the May 25th City Council meeting to report the bids received and to adopt the resolution approving the sale of General Obligation Corporate Purpose Bonds, Series 2021A (the “Series 2021A Bonds”) to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Series 2021A Bonds. PFM Financial Advisors, LLC will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Series 2021A Bonds and providing for the adjournment of action on the Loan Agreement to June 8, 2021 for adoption of the issuance resolution.

2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Amy Bjork, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
PFM Financial Advisors LLC
Diana VanVleet

MINUTES TO RECEIVE BIDS AND
SELL BONDS

419952-81

Grimes, Iowa

May 25, 2021

The City Council of the Grimes, Iowa, met on May 25, 2021, at 5:30 o'clock p.m., at the Grimes Community Complex, Grimes, Iowa.

The City Council met electronically via Zoom, which was accessible at the following:

Meeting ID: 936 4556 7788

Passcode: 165623

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of the City's General Obligation Local Option Sales, Services and Use Tax Bonds, Series 2021B the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder

Final Bid
(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council

Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 05-2721

Resolution Awarding General Obligation Local Option Sales, Services and Use
Tax Bonds, Series 2021B

WHEREAS, pursuant to Chapter 423B of the Code of Iowa, an election duly held in accordance therewith on August 6, 2019, and an ordinance adopted by the Board of Supervisors of both Polk and Dallas Counties, the City of Grimes, Iowa (the “City”), is authorized to receive proceeds of a local option sales and services tax imposed in accordance with Chapter 423B (the “Local Option Tax”); and

WHEREAS, the revenues from the Local Option Tax to be received by the City (the “Local Option Tax Revenues”) have not been pledged and are available for the payment of revenue bonds, and the specific purposes for which Fifty percent of the Local Option Tax Revenues may be expended by the City include paying the costs, to that extent, of constructing, furnishing and equipping a municipal library facility (the “Project”); and

WHEREAS, in order to make the Local Option Tax Revenues immediately available to the City, Chapter 423B authorizes the City to issue revenue bonds in anticipation of the collection of such revenues, following a public hearing on the subject; and

WHEREAS, Chapter 423B also authorizes the City to make additional security available for such bonds in the form of a supplemental debt service property tax levy; and

WHEREAS, the City heretofore proposed to issue General Obligation Local Option Sales, Services and Use Tax Bonds (the “Series 2021B Bonds”) in a principal amount not to exceed \$4,280,000 for the purpose of paying costs of constructing the Project, and, pursuant to Chapter 423B of the Code of Iowa, the City has published notice of the proposed action and as of March 9, 2021, no petition has been filed asking that the question of issuing the Series 2021B Bonds be submitted to the registered voters of the City; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Series 2021B Bonds to be issued in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provisions for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors, LLC, as municipal financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Series 2021B Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____,
_____ (the “Purchaser”), is the best, such bid proposing the
lowest interest cost to the City for the Series 2021B Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Series 2021B Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the "Sale Agreement") of the Series 2021B Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Series 2021B Bonds is hereby adjourned to the City Council meeting to be held on June 8, 2021.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 25, 2021.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

• • • •

Upon motion and vote, the meeting was adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of General Obligation Local Option Sales, Services and Use Tax Bonds, Series 2021B of the City evidencing the City's obligation under a certain Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk Rochelle Williams

(Attach here a copy of the bid of the successful bidder.)

May 18, 2021

Via Email

Rochelle Williams
City Clerk/City Hall
Grimes, Iowa

Re: General Obligation Local Option Sales, Services and Use Tax Bonds,
Series 2021B
Our File No. 419952-81

Dear Rochelle:

We have prepared and attach the proceedings to be used at the May 25th City Council meeting to report the bids received and to adopt the resolution approving the sale of General Obligation Local Option Sales, Services and Use Tax Bonds, Series 2021B (the “Series 2021B Bonds”) to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Series 2021B Bonds. PFM Financial Advisors, LLC will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Series 2021B Bonds and providing for the adjournment of action on the Loan Agreement to June 8, 2021 for adoption of the issuance resolution.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Amy Bjork, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
PFM Financial Advisors LLC
Diana VanVleet



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

AGENDA MEMO

For Meeting of May 25, 2021

AGENDA HEADING: Public Hearing on Vacate Certain Public Utility Easements and to Dispose of Public Property in Hope Commercial Plat 2 and Setting Public Hearing

SYNOPSIS: With the anticipated development of the GrimesPlex, it has become aware that certain rights-of-way and easements within the Hope Commercial Plat 2 that were deeded to the City, are no longer necessary.

As such, with any disposal of public property, a public hearing must be held before doing so. The public hearing has been set, and notice published. To date, no public comment on the disposal has been heard.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Hope Commercial Plat 2

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

Preparer Information: Alecia A. Meuleners, 699 Walnut St. Ste 2000, Des Moines, Iowa 50309 (515) 288-6041
When Recorded Return to: City of Grimes, 101 NE Harvey Street, Grimes, Iowa 50111 (515) 986-3036

RESOLUTION No. 05-3221

**RESOLUTION VACATING CERTAIN PUBLIC UTILITY EASEMENTS AND PUBLIC
PROPERTY IN HOPE COMMERCIAL PLAT 2 AND CONVEYING LAND TO ADJOINING
PROPERTY OWNER**

WHEREAS, the City of Grimes is the owner of certain real estate used for public road right of way located in Hope Commercial Plat 2, and legally described as:

See Exhibit A (the "Property")

WHEREAS, the City of Grimes is the holder of certain public utility easements within city limits located in Hope Commercial Plat 2, namely:

A Public Utility Easement, filed in the records of the Polk County recorder on June 23, 2020, at Book 17906, Page 537-541, and more specifically described as follows:

See Exhibit B

A Sanitary Sewer Easement, filed in the records of the Polk County recorder on June 23, 2020, at Book 17906, Page 542-546, and more specifically described as follows:

See Exhibit C

A Overland Flowage Easement, filed in the records of the Polk County recorder on November 26, 2018, at Book 17157, Page 314-318, and more specifically described as follows:

See Exhibit D

A Temporary Storm Sewer and Storm Water Detention Easement, filed in the records of the Polk County recorder on January 22, 2020, at Book 17673, Page 878-885, and more specifically described as follows:

See Exhibit E

A Storm Sewer and Storm Water Detention Easement, filed in the records of the Polk County recorder on January 22, 2020, at Book 17673, Page 897-902, and more specifically described as follows:

See Exhibit F (together, the "Easements")

WHEREAS, the Council approved Resolution No. _____ of Notice and Intent to Vacate Certain Public Utility Easements and to Dispose of Public Property in Hope Commercial Plat 2;

WHEREAS, notice of the intent to vacate the Easements and vacate and dispose of the Property, and of the date, time, and place of a public hearing on the proposal was given by publishing said notice in the _____ on the ____ day of _____, 20__;

WHEREAS, said public hearing was held at 5:30 P.M. on the ____ day of _____, 20__, which was the date, time and place identified in the notice;

WHEREAS, the Council finds that the Easements and the Property are no longer needed for the use of the public, and therefore, maintenance at public expense is no longer justified;

WHEREAS, Hope K Farms, the adjoining property owner, as offered \$1.00 for the Property;

WHEREAS, the Council finds that the transfer of the Property would not deny owners of real estate abutting on the public right of way reasonable access to their property;

WHEREAS, the Council finds that it is in the City's best interest to dispose of the Property and the Easements as set forth herein; and

WHEREAS, all requirements of law pertaining to the disposal of public property have been fully observed;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Grimes, Iowa:

SECTION 1. That pursuant to Iowa Code Sections 354.23 and 364.7, that the following described easements and public lands are hereby vacated by the City of Grimes:

See Exhibit B through F

SECTION 2. That pursuant to Iowa Code Sections 354.23 and 364.7, that the following described public lands are hereby vacated by the City of Grimes, and the City does hereby convey to the current adjoining property owners, Hope K Farms, all of its right, title, interest, estate, claim and demand to said lands located in the City of Grimes, Polk County, Iowa:

See Exhibit A

SECTION 3. That the City Clerk is hereby authorized and directed to cause certified copies of this resolution, together with proof of publication of the notice of the public hearing on this matter, to be properly filed in the office of the Recorder of Polk County, Iowa.

SECTION 4. This resolution shall be in full force and effect from and after its final passage, approval and publication as provided by law.

SECTION 5. That Pursuant to Iowa Code 354.23, this instrument is equivalent to a deed of conveyance with respect to the above described Property, and shall be filed and indexed as a conveyance by the Polk County Recorder and Auditor. This conveyance is exempt under Iowa Code Section 428A.2(6). FURTHERMORE, in the event that any governmental taxing authority needs or orders a survey of the previously mentioned property, each purchaser shall pay the costs of said survey.

Passed by the council this _____ day of _____, 20____, and approved this _____ day of _____, 20____.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

INDEX LEGEND

LOCATION: STREET LOT 'C' AND PT STREET LOT 'B'
HOPE COMMERCIAL PLAT 2
CITY OF GRIMES, POLK COUNTY, IOWA

REQUESTOR: CITY OF GRIMES, IOWA

PROPRIETOR: CITY OF GRIMES, IOWA

SURVEYOR: MICHAEL A. BROONER

SURVEYOR
COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

VACATION EXHIBIT

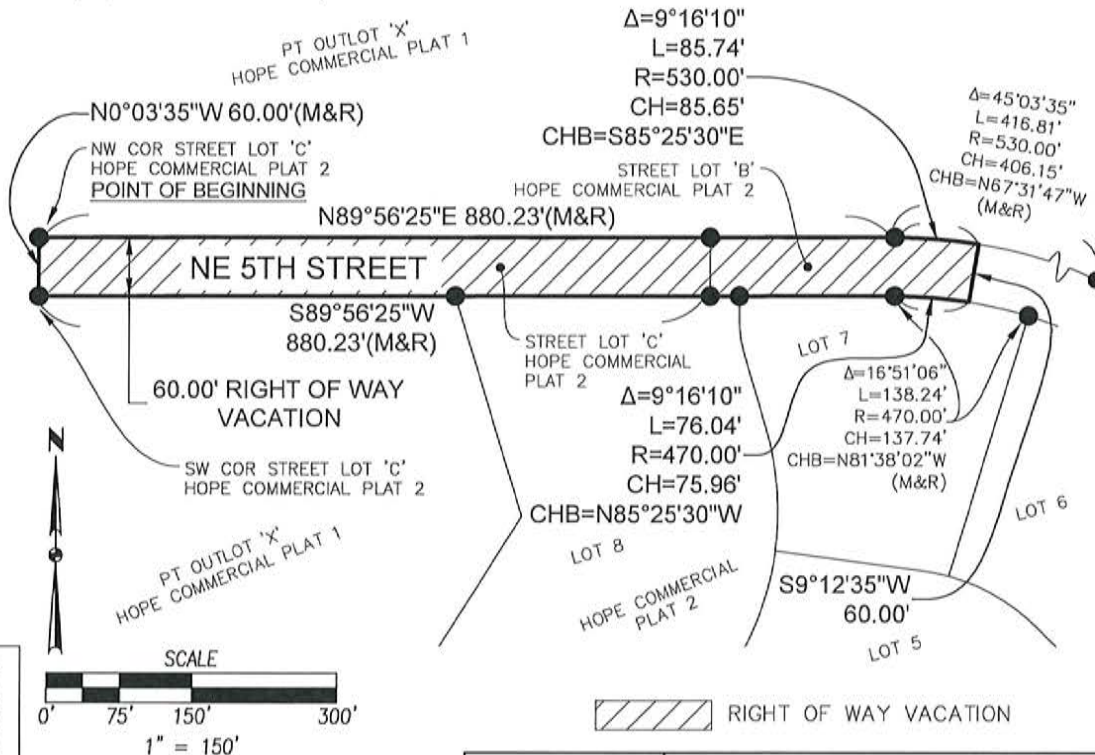
DATE OF SURVEY

FEBRUARY 26, 2021

LEGAL DESCRIPTION

STREET LOT 'C' AND A PART OF STREET LOT 'B', HOPE COMMERCIAL 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 STREET LOT 'C'; THENCE NORTH 89°56'25" EAST ALONG THE NORTHERLY LINE OF SAID STREET LOTS 'B' AND 'C', 880.23 FEET; THENCE EASTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 85.74 FEET AND WHOSE CHORD BEARS SOUTH 85°25'30" EAST, 85.65 FEET; THENCE SOUTH 09°12'35" WEST, 60.00 FEET TO THE SOUTHERLY LINE OF SAID STREET LOT 'B'; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 76.04 FEET AND WHOSE CHORD BEARS NORTH 85°25'30" WEST, 75.96 FEET; THENCE SOUTH 89°56'25" WEST ALONG THE SOUTHERLY LINE OF SAID STREET LOTS 'B' AND 'C', 880.23 FEET TO THE SOUTHWEST CORNER OF SAID STREET LOT 'C'; THENCE NORTH 00°03'35" WEST ALONG THE WEST LINE OF SAID STREET LOT 'C', 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.32 ACRES (57,668 SQUARE FEET).



LEGEND

SECTION CORNER AS NOTED
1/2" REBAR, CAP #15980
(UNLESS OTHERWISE NOTED)
MEASURED BEARING & DISTANCE M
RECORDED BEARING & DISTANCE R
DEEDED BEARING & DISTANCE D
ARC LENGTH AL
CENTERLINE
SECTION LINE
EASEMENT LINE

FOUND SET
▲ △
● ○
M R
D
AL



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Michael A. Brooner
MICHAEL A. BROONER, P.L.S.

3-02-2021
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

NE 5TH STREET RIGHT OF WAY VACATION

REVISION:

PT STREET LOT 'C' AND STREET LOT 'B' HOPE COMMERCIAL PLAT 2

EXHIBIT 'A' - VACATION PLAT

PUBLIC UTILITY EASEMENT VACATION DESCRIPTION

A PART OF LOTS 7 AND 8, HOPE COMMERCIAL 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 LOT 8; THENCE NORTH $89^{\circ}56'25''$ EAST ALONG THE NORTHERLY LINE OF SAID LOTS 7 AND 8, A DISTANCE OF 451.80 FEET; THENCE EASTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 76.04 FEET AND WHOSE CHORD BEARS SOUTH $85^{\circ}25'30''$ EAST, 75.96 FEET; THENCE SOUTH $09^{\circ}12'35''$ WEST, 10.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 74.42 FEET AND WHOSE CHORD BEARS NORTH $85^{\circ}25'30''$ WEST, 74.34 FEET; THENCE SOUTH $89^{\circ}56'25''$ WEST, 448.78 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH $16^{\circ}53'02''$ WEST ALONG SAID WEST LINE, 10.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,255 SQUARE FEET).

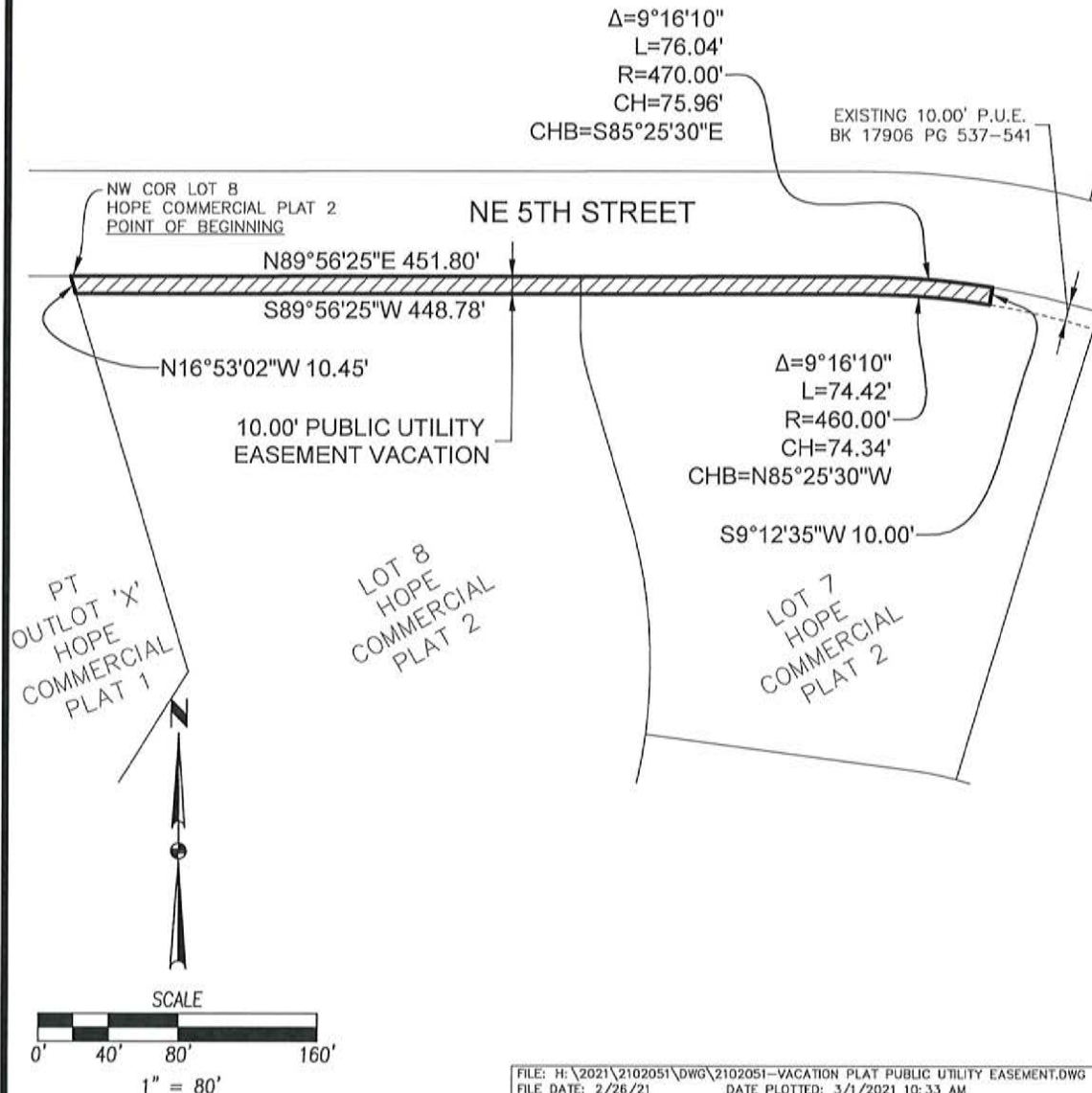
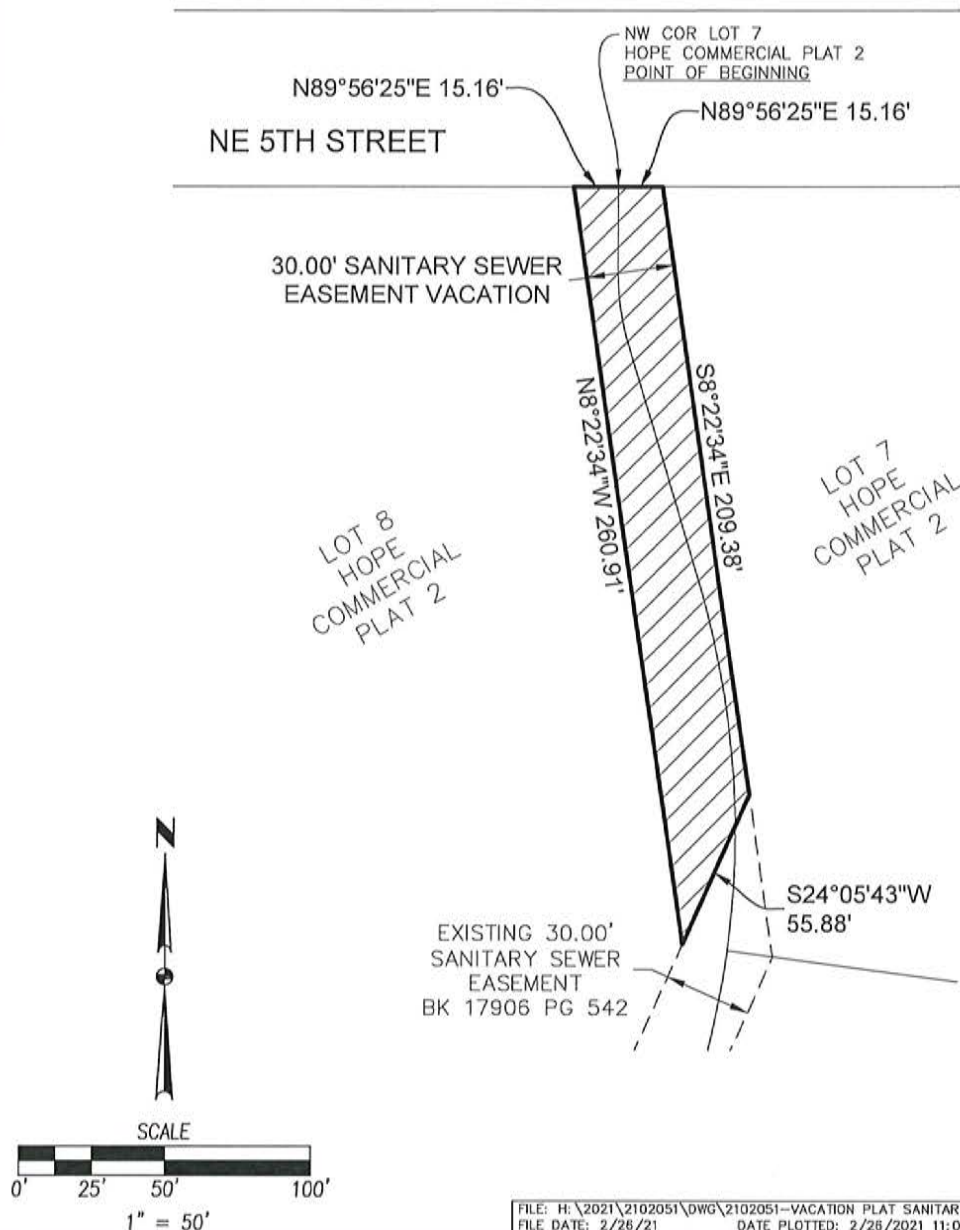


EXHIBIT 'A' - VACATION PLAT

SANITARY SEWER EASEMENT VACATION DESCRIPTION

A PART OF LOTS 7 AND 8, HOPE COMMERCIAL 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 LOT 7; THENCE NORTH 89°56'25" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 15.16 FEET; THENCE SOUTH 08°22'34" EAST, 209.38 FEET; THENCE SOUTH 24°05'43" WEST, 55.88 FEET; THENCE NORTH 08°22'34" WEST, 260.91 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE NORTH 89°56'25" EAST ALONG SAID NORTH LINE, 15.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES (7,054 SQUARE FEET).



FILE: H:\2021\2102051\DWG\2102051-VACATION PLAT SANITARY SEWER EASEMENT.DWG
FILE DATE: 2/26/21 DATE PLOTTED: 2/26/2021 11:07 AM
PLOTTED BY: JON ERDAHL

27



Doc ID: 033546570005 Type: GEN
 Kind: EASEMENT
 Recorded: 11/26/2018 at 11:15:54 AM
 Fee Amt: \$27.00 Page 1 of 5
 Revenue Tax: \$0.00
 Polk County Iowa
 JULIE M. HAGGERTY RECORDER
 File# 2018-00040813
 BK 17157 PG 314-318

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312.
 (515) 279-9059

RETURN TO: Return to: City of Grimes, 101 NE Harvey St, Grimes, IA 50111

OVERLAND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned **HOPE K. FARMS, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Hope Commercial Plat 1, an Official Plat in Grimes, Polk County, Iowa, and owner of the Easement Area hereinafter described, 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 (the "City"), a permanent and perpetual overland flowage easement (the "Easement") and right-of-way under, over, on, through, across and within the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"), for the purpose of locating surface water flowage over and across the Easement Area and to allow the City to enter upon the Easement Area as shall be necessary to construct, reconstruct, inspect, repair, replace, enlarge, improve, grade and maintain the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.

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

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** No fence, building, structure, material, device, matter, planting or other obstruction of any kind whatsoever shall be erected or permitted upon or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor covenants and agrees to keep and maintain the grading, elevations and contour of the Easement Area, including drainage way and detention basin improvements, in accordance with the engineering plan approved by the City. No change of the grade, elevation or contour of any part of the Easement Area shall be permitted 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 Grantor.

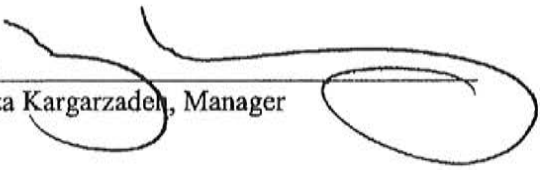
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected in the Easement Area and the right to improve, repair and maintain the Easement in whatever manner necessary and consistent with its purpose.
4. **MAINTENANCE.** The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and maintain that portion of the Easement Area within his or her property free and clear of trees, shrubs, bushes, brush, weeds, undergrowth, trash, debris, objects, landscape elements, dirt fill and other vegetative growth and obstructions, and shall not affect grades in any manner which may interfere, obstruct or impede the flow of water or affect required detention basin volumes in the Easement Area. The City shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area including, but not limited to, maintaining the grade and elevation thereof, and that responsibility shall remain with the owners. 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).
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, the owners of the property abutting the Easement Area, and the owners of property lying within the City.
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.

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 Easement Area 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.

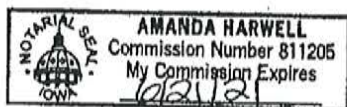
Dated November 19, 2018.

HOPE K. FARMS, LLC,
an Iowa limited liability company

By: 
Reza Kargarzadeh, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on November 19, 2018, by Reza Kargarzadeh, Manager of Hope K. Farms, LLC.



By: 
Notary Public

ACCEPTANCE BY CITY OF GRIMES, IOWA

I, Rochelle Williams City Clerk of the City of Grimes, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Grimes by Resolution passed on the 13 day of Nov, 2018, and this certificate is made pursuant to authority contained in such Resolution.

Signed this 14 day of Nov, 2018.

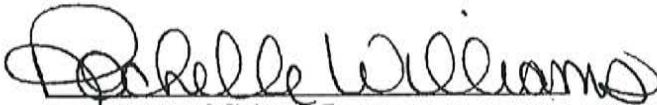

City Clerk of Grimes, Iowa

EXHIBIT "A"
HOPE COMMERCIAL PLAT 1
OVERLAND FLOWAGE EASEMENT

A PART OF OUTLOT 'X', HOPE COMMERCIAL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 40.00-FOOT-WIDE EASEMENT BEING 20.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 0°02'25" EAST ALONG THE EAST LINE OF SAID OUTLOT 'X', 140.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°23'12" WEST, 1221.86 FEET; THENCE SOUTH 39°06'11" WEST, 153.85 FEET; THENCE SOUTH 51°15'31" WEST, 203.56 FEET; THENCE SOUTH 61°24'28" WEST, 268.70 FEET; THENCE SOUTH 0°21'27" WEST, 119.52 FEET TO THE POINT OF TERMINUS AND CONTAINING 1.81 ACRES (78,699 SQUARE FEET).

42



Doc ID: 034762750008 Type: GEN
Kind: EASEMENT
Recorded: 01/22/2020 at 02:21:34 PM
Fee Amt: \$42.00 Page 1 of 8
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2019-00063715

BK 17673 PG 878-885

TEMPORARY STORM WATER DETENTION EASEMENT

Preparer Information:

Lisa R. Wilson
475 Alice's Road, Suite A
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

City of Grimes
City Hall
101 N. Harvey Street
Grimes, Iowa 50111

RETURN TO:

Return Document To:

City of Grimes
City Hall
101 N. Harvey Street
Grimes, Iowa 50111

Grantor:

Hope K. Farms, LLC

Grantee:

City of Grimes, Iowa

Legal Description:

See Exhibit "A".

Document or instrument number of previously recorded documents:

N/A

TEMPORARY STORM WATER DETENTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

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 for an overland flowage and detention right-of-way area as, from time to time, determined by the City over, under, through and across the following described real estate:

See Exhibit "A"

(hereinafter called "Easement Area") locating and maintaining a surface water flowage and detention area and which permits and allows the City to enter at any time upon and into said Easement Area as described herein, to patrol, police and maintain said Easement Area and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair and to maintain said Easement Area whenever necessary, in the City's sole discretion.

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 or equipment 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. Notwithstanding the foregoing, Heritage Grimes, L.L.C. shall be responsible for any maintenance of the Easement Area until such time as the property is developed. Once the property is developed, all maintenance responsibility shall automatically revert back to Grantor, its successors and assigns.

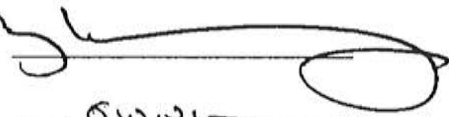
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk. Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.
10. **DETENTION QUALITY AND VOLUME.** In the event the Easement Area or equipment contained therein is altered in the future by Grantor, Grantor shall be responsible for stormwater detention/quality volume replacements from the Beaverbrooke Pointe Plat 3 development.

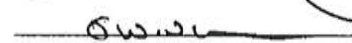
Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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 17 day of December, 2018.

HOPE K. FARMS, LLC, an Iowa limited liability company, Grantor

By: 

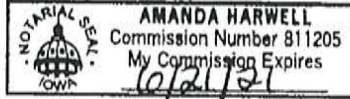
Its: 

Reza Kargarzadeh, General Manager

STATE OF IOWA)
COUNTY OF Polk) SS:

This instrument was acknowledged before me on this 17 day of December, 2018, by
Reza Kargarzadeh the owner of Hope K. Farms, LLC.

Amanda Harwell
Notary Public in and for Said State



CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. Motion passed on the 12 day of November, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 17 day of Jan, 2020.

A handwritten signature in cursive script that reads "Rochelle Williams". The signature is written in dark ink and is positioned above the printed name and title.

Rochelle Williams

City Clerk of the City of Grimes, Iowa

EXHIBIT "A"

A PART OF OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN ORIGINAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 510.94 FEET; THENCE NORTH 89°49'20" WEST, 258.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°30'38" EAST, 99.17 FEET; THENCE NORTH 10°44'22" EAST, 99.17 FEET; THENCE NORTH 77°29'13" EAST, 54.49 FEET; THENCE NORTH 77°36'20" EAST, 70.00 FEET; THENCE SOUTH 12°23'40" EAST, 45.28 FEET; THENCE SOUTH 28°18'25" EAST, 90.60 FEET; THENCE SOUTH 70°20'57" WEST, 169.65 FEET; THENCE SOUTH 60°36'13" WEST, 83.92 FEET; THENCE NORTH 29°23'47" WEST, 11.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.59 ACRES (25,778 SQUARE FEET).

AND

A PART OF OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN ORIGINAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00-FOOT-WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 971.75 FEET; THENCE SOUTH 89°49'20" EAST, 507.43 FEET; THENCE NORTH 03°58'04" WEST, 60.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 03°58'04" WEST, 20.00 FEET TO THE POINT OF TERMINUS AND CONTAINING 0.01 ACRES (400 SQUARE FEET).

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT 'A' - EASEMENT PLAT

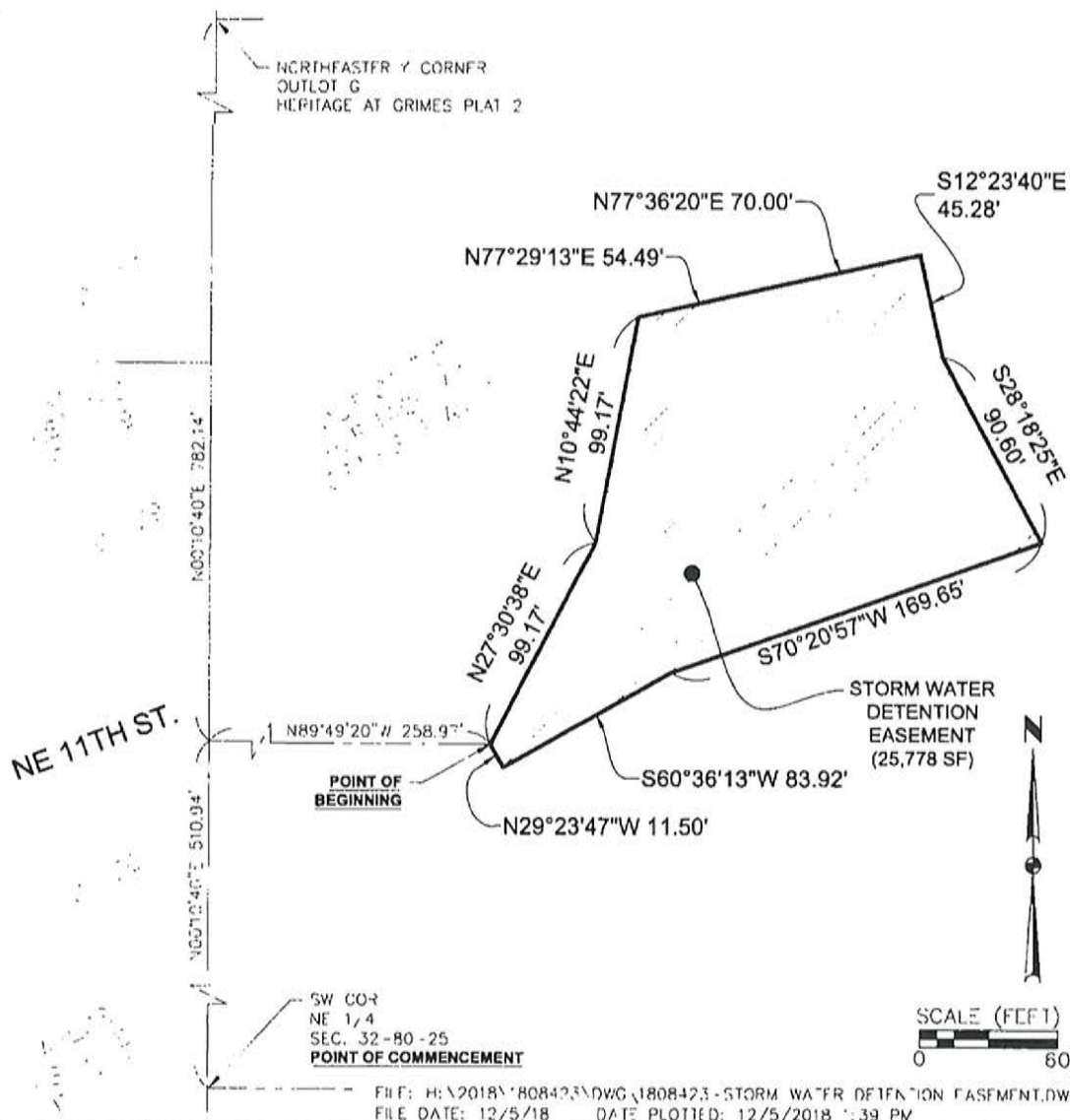
OWNER

HOPE K FARMS LC

STORM WATER DETENTION EASEMENT DESCRIPTION

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:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID OUTLOT "Q", 510.94 FEET; THENCE SOUTH 89°49'20" EAST, 258.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°30'38" EAST, 99.17 FEET; THENCE NORTH 10°44'22" EAST, 99.17 FEET; THENCE NORTH 77°29'13" EAST, 54.49 FEET; THENCE NORTH 77°36'20" EAST, 70.00 FEET; THENCE SOUTH 12°23'40" EAST, 45.28 FEET; THENCE SOUTH 28°18'25" EAST, 90.60 FEET; THENCE SOUTH 70°20'57" WEST, 169.65 FEET; THENCE SOUTH 60°36'13" WEST, 83.92 FEET; THENCE NORTH 29°23'47" WEST, 11.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.59 ACRES (25,778 SQUARE FEET).



1/4
1808.423

PT. OUTLOT "Q"
HERITAGE AT GRIMES PLAT 2
EASEMENT PLAT



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT 'A' - EASEMENT PLAT

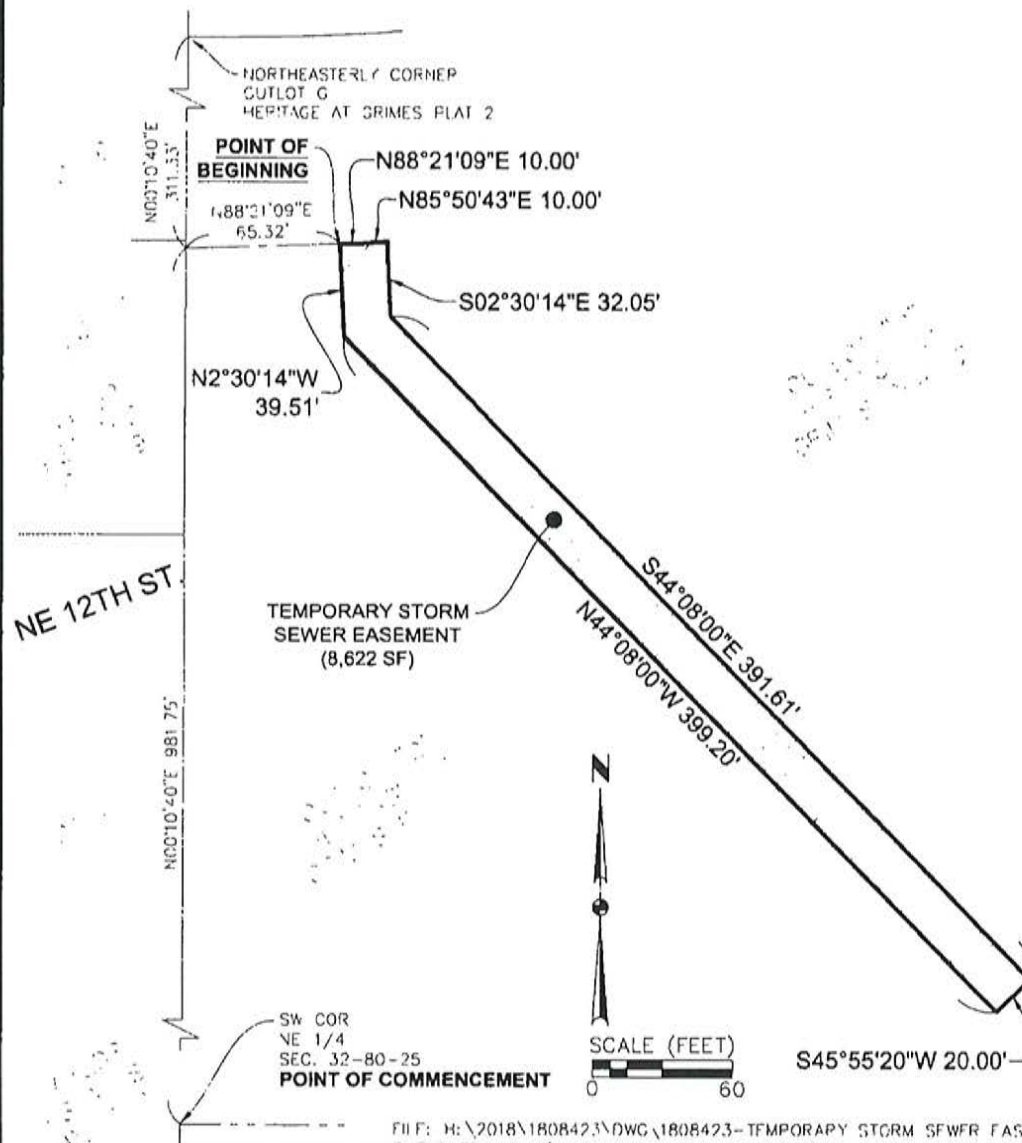
OWNER

HOPE K FARMS LC

TEMPORARY STORM SEWER EASEMENT DESCRIPTION

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:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID OUTLOT "Q", 981.75 FEET; THENCE NORTH 88°21'09" EAST, 65.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°21'09" EAST, 10.00 FEET; THENCE NORTH 85°50'43" EAST, 10.00 FEET; THENCE SOUTH 02°30'14" EAST, 32.05 FEET; THENCE SOUTH 44°08'00" EAST, 391.61 FEET; THENCE SOUTH 45°55'20" WEST, 20.00 FEET; THENCE NORTH 44°08'00" WEST, 399.20 FEET; THENCE NORTH 02°30'14" WEST, 39.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES (8,622 SQUARE FEET).



1/4
1808.423

PT. OUTLOT "Q"
HERITAGE AT GRIMES PLAT 2
EASEMENT PLAT



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410



Doc ID: 034762780006 Type: GEN
 Kind: AGREEMENT MISCELLANEOUS
 Recorded: 01/22/2020 at 02:25:08 PM
 Fee Amt: \$32.00 Page 1 of 6
 Revenue Tax: \$0.00
 Polk County Iowa
 JULIE M. HAGGERTY RECORDER
 File# 2019-00063718

BK 17673 PG 897-902

Preparer
 Information: Lisa R. Wilson 475 Alice's Road, Suite A Waukee, Iowa 50263 (515) 369-2502
 Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

CITY OF GRIMES
 City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
 Name Street Address City,State,Zip Area Code-Phone

STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between **HOPE K. FARMS, LLC**, an Iowa limited liability company ("**Grantor**"), **HERITAGE GRIMES, LLC**, an Iowa limited liability company ("**Developer**") and the **City of Grimes, Iowa** ("**City**"), in consideration for the approval by the City of the **BEAVERBROOKE POINTE PLAT 3** project.

Developer is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("**Post-Construction Storm Water Ordinance**"), to control storm water runoff for the proposed development as a part of the **BEAVERBROOKE POINTE PLAT 3** project approval process. In consideration for the City's approval of the **BEAVERBROOKE POINTE PLAT 3** project, the parties enter into this Agreement to control and address storm water runoff for the following described property:

LOTS18-22 and LOTS 61-91, BEAVERBROOKE POINTE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

(the "**Benefited Property**").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor and Developer hereby agree that the storm water runoff for the site shall be controlled and maintained through the storm water detention basin ("**Storm Water Management Facility**") upon, over, under, through and across the following described property:

A PART OF OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN ORIGINAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE

NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 510.94 FEET; THENCE NORTH 89°49'20" WEST, 258.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27°30'38" EAST, 99.17 FEET; THENCE NORTH 10°44'22" EAST, 99.17 FEET; THENCE NORTH 77°29'13" EAST, 54.49 FEET; THENCE NORTH 77°36'20" EAST, 70.00 FEET; THENCE SOUTH 12°23'40" EAST, 45.28 FEET; THENCE SOUTH 28°18'25" EAST, 90.60 FEET; THENCE SOUTH 70°20'57" WEST, 169.65 FEET; THENCE SOUTH 60°36'13" WEST, 83.92 FEET; THENCE NORTH 29°23'47" WEST, 11.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.59 ACRES (25,778 SQUARE FEET).

AND

A PART OF OUTLOT "Q", HERITAGE AT GRIMES PLAT 2, AN ORIGINAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00-FOOT-WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00°10'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 971.75 FEET; THENCE SOUTH 89°49'20" EAST, 507.43 FEET; THENCE NORTH 03°58'04" WEST, 60.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 03°58'04" WEST, 20.00 FEET TO THE POINT OF TERMINUS AND CONTAINING 0.01 ACRES (400 SQUARE FEET),

(the "Easement Area").

2. Developer covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Developer is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor and Developer hereby designate, appoint, and agree on behalf of Grantor, Developer and all respective successors and assigns that the Developer is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility, until such time as the property on which the Easement Area is situated is developed. Once said property is developed or the City vacates this Agreement, whichever first occurs, all maintenance responsibility shall automatically transfer to Grantor, its successors and assigns, and Developer shall not have any further obligation hereunder. Notwithstanding the foregoing, the City's rights pursuant to Paragraph 9 of this Agreement shall not be affected until such time as the City vacates this Agreement.
6. Grantor and Developer hereby covenant and agree that Developer is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility, until such time as responsibility is transferred to Grantor pursuant to Paragraph 5 of this Agreement, at which time Grantor shall be the designated and authorized party for notices and service of process

7. Except as otherwise set forth herein, Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Except as otherwise set forth herein, Developer shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor or Developer fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area pursuant in this Agreement, upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City and Developer a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below except as may otherwise be set forth in this Agreement. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height desired but no taller than 12 inches. When mowing, remove no more than 1/3 of the pre-cut height of the grass blade.
- b. Grass coverage shall be maintained to prevent erosion. This includes necessary reseeding using United Seed Super Turf II LS to maintain 90% grass coverage.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. No plants or trees shall be allowed within the stormwater basins.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for Beaverbrooke Pointe Plat 3.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height desired, but no taller than 12 inches to prevent erosion. When mowing, remove no more than 1/3 of the pre-cut height of the grass blade.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.

- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the Beaverbrooke Pointe Plat 3.
- 12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 - 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 - 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 - 15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
 - 16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 - 17. The City and its agents, contractors, employees and assigns 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, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
 - 18. 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 its rights under this Agreement. 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.
 - 19. Developer disclaims any ownership interest in and to the Easement Area by virtue of this Agreement.
 - 20. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor, Developer, and on their respective heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful 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 Agreement.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 19th day of Dec, 2018.

GRANTOR:

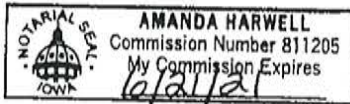
HOPE K. FARMS, LLC

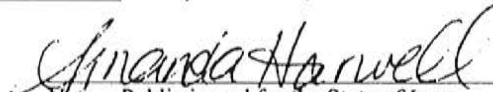
By:
Its:


Reza Kargarzadeh, General Manager

STATE OF IOWA)
COUNTY OF Polk)SS

This instrument was acknowledged before me on the 19 day of December 2018, by Reza Kargarzadeh, the owner of Hope K. Farms, LLC.

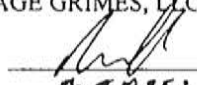



Notary Public in and for the State of Iowa

DEVELOPER:

HERITAGE GRIMES, LLC

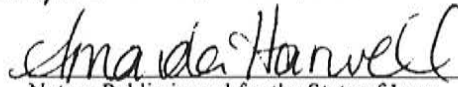
By:
Its:


MEMBER/MANAGER

STATE OF IOWA)
COUNTY OF Polk)SS

This instrument was acknowledged before me on the 19 day of December 2018, by Eric Grubb, the Member/manager of Heritage Grimes, LLC.




Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. motion, passed on the 12 day of November, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 17 day of Jan, 2020.

A handwritten signature in cursive script that reads "Rochelle Williams". The signature is written in dark ink and is positioned above the printed name and title.

Rochelle Williams

City Clerk of the City of Grimes, Iowa



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

AGENDA MEMO

Item No. X
For Meeting of May 25, 2021

AGENDA HEADING: Kennybrook South Basin Improvements – 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 bonds. This project was bid on May 19, 2021 and the following are the results:

Spring Lake Construction - \$346,115.50
Halbrook Excavating - \$500,000.00
Elder Corporation - \$518,000.00
Wenthold Excavating - \$526,255.50
Jasper Construction Services - \$667,360.00
Engineering Estimate - \$395,045.00

There was an issue that arose with the bid from Spring Lake Construction which created a situation where they needed to officially withdrawal their bid for this work. They had 3 bid items in their proposal form totaling about \$150,000 under what they anticipated to bid on the project due to clerical errors. The Iowa Code does provide provisions do allow a bidder to withdrawal their bid if errors were made in filling out the proposal form that would cause a detriment to the contractor to complete the work as specified. Under these provisions the contractor is also allowed to recover their bid security. City staff and Nilles have not worked with this contractor before and felt it was in the best interest of everyone involved to allow them to withdrawal their bid and award to the next lowest bidder.

The results of the bidding showed limited interest in this project, but the bids were in a good grouping around \$500,000.00 with the low bidder about \$105,000 over the engineer's estimate. The low bidder is Halbrook Excavating of Ankeny, Iowa. City staff and the engineer have worked with Halbrook Excavating in the past with very good results. They are fully capable of completing this project and we are not aware of any issues concerning the award of the project to them.



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

City staff asked the engineer to look into why the good bids appeared to be about \$100,000 over the engineer's estimate. The engineer stated that he had contacted a supplier for one of the larger cost items in project to get a number for his estimate. The supplier told him that it would be about \$90,000 for the Permatrak Boardwalk included in the project, but when the bids came in that item was about \$180,000. That item makes up the majority of the difference along with the difficult bidding environment we are currently in with material shortages and contractors having more work available.

FISCAL IMPACT: This project came in about \$105,000 over the engineer's estimate and is in the current Capital Improvements Program for construction this year. The City does have about \$313,000 in grant funding that will be utilized on this project from WQI and Clean Water SRF Sponsored Project funds. The remaining funding is available under the line item for this project in the approved CIP.

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 ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE KENNYBROOK SOUTH BASIN IMPROVEMENTS", 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 05-3721

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE KENNYBROOK SOUTH
BASIN IMPROVEMENTS

WHEREAS, on the 27th day of April, 2021, 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 Kennybrook South Basin Improvements; 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 25th day of May, 2021.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE KENNYBROOK SOUTH BASIN IMPROVEMENTS", 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 05-3821

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE KENNYBROOK SOUTH BASIN IMPROVEMENTS

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 Kennybrook South Basin Improvements, described in the plans and specifications heretofore adopted by this Council on May 25, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid (following the withdrawal of the bid from the apparent low bidder due to irregularities in their submitted bid) received for such work, as follows:

Contractor: Halbrook Excavating of Ankeny, Iowa

Amount of bid: \$500,000.00

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 25th day of May, 2021.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE KENNYBROOK SOUTH BASIN IMPROVEMENTS", 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 05-3921

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE KENNYBROOK SOUTH BASIN IMPROVEMENTS**

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 Kennybrook South Basin Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Halbrook Excavating of Ankeny, Iowa

Amount of bid: \$500,000.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 25th day of May, 2021.

Mayor

ATTEST:

City Clerk

KENNYBROOK SOUTH BASIN IMPROVEMENTS (05/19/2021) BID TABS				Engineer's Opinion of Probable Cost		Spring Lake Construction 4123 NW 95th Place Polk City, IA 50226 ***Bid Withdrawn by Bidder***		Halbrook Excavating 4407 NE Rio Ct. Ankeny, IA 50021 ***Apparent Low Bidder***		Elder Corporation 4123 NW 95th Place Polk City, IA 50226		Wenthold Excavating, LLC 1212 E. Walnut St., Unit A Elkhart, IA 50073		Jasper Construction Services, Inc. 928 N. 19th Ave. E. Newton, IA 50208	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
EARTHWORK															
2.01 TOPSOIL, ON-SITE	CV	2,400	\$12.00	\$28,800.00	\$8.00	\$19,200.00	\$10.00	\$24,000.00	\$17.50	\$42,000.00	\$15.00	\$36,000.00	\$7.50	\$18,000.00	
2.02 EXCAVATION, CLASS 10	CV	1,350	\$5.00	\$6,750.00	\$11.50	\$15,525.00	\$15.00	\$20,250.00	\$6.00	\$8,100.00	\$10.00	\$13,500.00	\$5.50	\$7,425.00	
2.03 EXCAVATION, CLASS 10, WASTE	CV	7,770	\$12.00	\$93,240.00	\$17.50	\$135,975.00	\$14.00	\$108,780.00	\$13.00	\$101,010.00	\$12.00	\$93,240.00	\$31.00	\$240,870.00	
2.04 EXCAVATION, CLASS 13	TON	35	\$45.00	\$1,575.00	\$50.00	\$1,750.00	\$55.00	\$1,925.00	\$28.00	\$980.00	\$40.00	\$1,400.00	\$75.00	\$2,625.00	
2.05 DEWATERING	LS	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$37,500.00	\$37,500.00	
2.06 REMOVALS (PIPE AND STRUCTURE)	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	
SEWERS AND DRAINS															
4.01 STORM SEWER, TRENCHED, PVC, 6-INCH	LF	27	\$50.00	\$1,350.00	\$50.00	\$1,350.00	\$40.00	\$1,080.00	\$200.00	\$5,400.00	\$70.00	\$1,890.00	\$85.00	\$2,295.00	
4.02 TILE LINE ADJUSTMENTS	EA	2	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$300.00	\$600.00	\$4,600.00	\$9,200.00	\$1,100.00	\$2,200.00	\$900.00	\$1,800.00	
STRUCTURES FOR SANITARY AND STORM SEWERS															
6.01 INLINE WATER LEVEL CONTROL STRUCTURE	EA	1	\$3,000.00	\$3,000.00	\$50,000.00	\$50,000.00	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	
6.02 POND OUTLET STRUCTURE MODIFICATIONS	EA	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$13,000.00	\$13,000.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	
STREETS AND RELATED WORK															
7.01 SPECIAL SUBGRADE PREPARATION FOR SIDEWALKS	SY	225	\$5.00	\$1,125.00	\$6.50	\$1,462.50	\$3.00	\$675.00	\$5.00	\$1,125.00	\$2.50	\$562.50	\$4.00	\$900.00	
7.02 SIDEWALK, PCC, 4-INCH	SY	17	\$45.00	\$765.00	\$7.00	\$119.00	\$125.00	\$2,125.00	\$180.00	\$3,060.00	\$132.00	\$2,244.00	\$80.00	\$1,360.00	
7.03 SIDEWALK, PCC, 6-INCH	SY	178	\$50.00	\$8,900.00	\$9.00	\$1,602.00	\$75.00	\$13,275.00	\$170.00	\$30,390.00	\$160.00	\$28,480.00	\$85.00	\$15,075.00	
7.04 SIDEWALK ASSURANCE TESTING	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$500.00	\$500.00	
7.05 SIDEWALK REMOVAL	SY	17	\$25.00	\$425.00	\$10.00	\$170.00	\$15.00	\$255.00	\$80.00	\$1,360.00	\$45.00	\$765.00	\$40.00	\$680.00	
TRAFFIC CONTROL															
8.01 TEMPORARY TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	
SITE WORK AND LANDSCAPING															
9.01 WATTLES, STRAW, 9-INCH	LF	1,500	\$2.00	\$3,000.00	\$5.00	\$7,500.00	\$2.00	\$3,000.00	\$1.75	\$2,625.00	\$2.00	\$3,000.00	\$3.00	\$4,500.00	
9.02 WATTLES, REMOVAL	LF	1,500	\$2.50	\$3,750.00	\$2.00	\$3,000.00	\$0.50	\$750.00	\$0.25	\$375.00	\$0.50	\$750.00	\$0.50	\$750.00	
9.03 RIP RAP	TN	94	\$65.00	\$6,110.00	\$50.00	\$4,700.00	\$85.00	\$8,085.00	\$95.00	\$8,930.00	\$75.00	\$7,050.00	\$80.00	\$7,600.00	
9.04 SILT FENCE or SILT FENCE DITCH CHECK	LF	110	\$2.00	\$220.00	\$4.00	\$440.00	\$2.25	\$247.50	\$2.00	\$220.00	\$2.25	\$247.50	\$3.00	\$330.00	
9.05 SILT FENCE or SILT FENCE DITCH CHECK, REMOVAL OF DEV	LF	110	\$1.00	\$110.00	\$2.00	\$220.00	\$1.25	\$137.50	\$1.00	\$110.00	\$1.15	\$126.50	\$0.50	\$55.00	
9.06 STABILIZED CONSTRUCTION ENTRANCE	SY	100	\$20.00	\$2,000.00	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$17.00	\$1,700.00	\$30.00	\$3,000.00	\$15.00	\$1,500.00	
9.07 EROSION CONTROL MULCHING, HYDROMULCHING, WOOD C	AG	3.0	\$2,000.00	\$6,000.00	\$3,000.00	\$9,000.00	\$1,750.00	\$5,250.00	\$1,500.00	\$4,500.00	\$1,700.00	\$5,100.00	\$2,500.00	\$7,500.00	
9.08 INLET PROTECTION DEVICE, DROP-IN	EA	1.0	\$150.00	\$150.00	\$750.00	\$750.00	\$225.00	\$225.00	\$225.00	\$225.00	\$220.00	\$220.00	\$250.00	\$250.00	
9.09 INLET PROTECTION DEVICE, MAINTENANCE	EA	3.0	\$25.00	\$75.00	\$250.00	\$750.00	\$50.00	\$150.00	\$40.00	\$120.00	\$50.00	\$150.00	\$5.00	\$15.00	
9.10 ARMOR MAT	SY	605	\$80.00	\$48,400.00	\$4.00	\$2,420.00	\$77.00	\$46,885.00	\$67.00	\$40,635.00	\$115.00	\$69,575.00	\$75.00	\$45,375.00	
MISCELLANEOUS															
11.01 MOBILIZATION	LS	1	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$24,115.00	\$24,115.00	\$31,895.00	\$31,895.00	\$23,000.00	\$23,000.00	\$45,000.00	\$45,000.00	
11.02 CONCRETE WASHOUT	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$110.00	\$110.00	\$100.00	\$100.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00	
11.03 INTERPRETIVE PANEL BASE, 18"	EA	5	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$950.00	\$4,750.00	\$870.00	\$4,350.00	\$935.00	\$4,675.00	\$900.00	\$4,500.00	
11.04 PERMATRAK BOARDWALK, 8' WIDE, DRILLED HELICAL PIER	LS	1	\$90,000.00	\$90,000.00	\$20,000.00	\$20,000.00	\$182,000.00	\$182,000.00	\$171,000.00	\$171,000.00	\$185,000.00	\$185,000.00	\$175,000.00	\$175,000.00	
11.05 SAFETY RAIL, STAINLESS STEEL CABLE STRAND	LF	130	\$200.00	\$26,000.00	\$40.00	\$5,200.00	\$255.00	\$33,150.00	\$245.00	\$31,850.00	\$265.00	\$34,580.00	\$255.00	\$33,150.00	
Total of All Items Above:			\$395,845.00		\$346,115.50		\$500,000.00		\$518,000.00		\$526,255.50		\$667,360.00		
Submitted Bid Amount:					\$346,115.50		\$500,000.00		\$518,000.00		\$526,255.50		\$667,360.00		



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

AGENDA MEMO

For Meeting of May 25, 2021

AGENDA HEADING:

Arby's – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for a 2,570 square foot Arby's located at 1201 E. 1st Street. The property is located within the C-2 zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat - 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 05/04/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan for Arby's subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: May 4, 2021
RE: Arby's - Site Plan

GENERAL INFORMATION:

Applicant:

DRM, Inc.

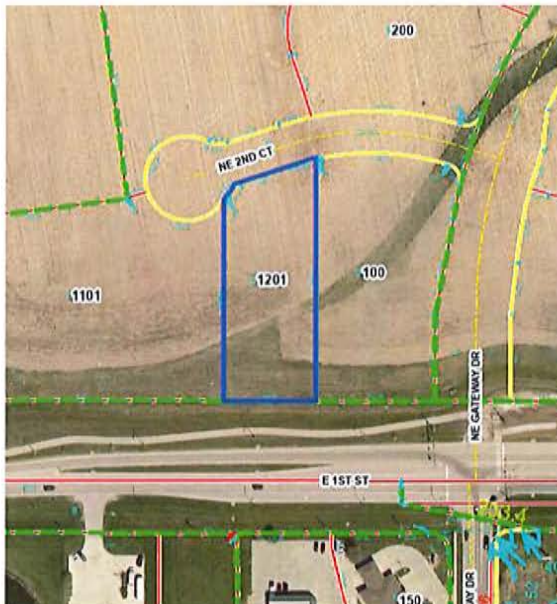
Requested Action

Site Plan

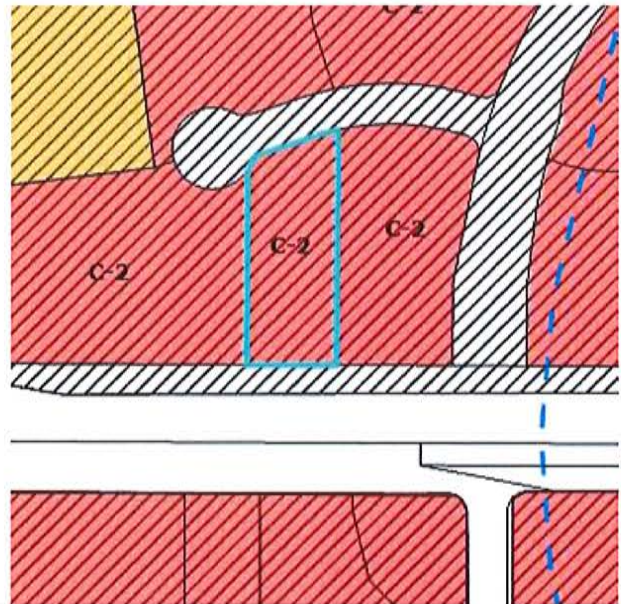
Location

1201 E 1st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use 1	C-2
North	Vacant	Mixed Use 1	C-2
South	Commercial/Retail	General Commercial	C-2
East	Vacant	Mixed Use 1	C-2
West	Commercial/Retail	Mixed Use 1	C-2

BACKGROUND:

The applicant is requesting approval of the site plan for a 2,570 square foot Arby's located at 1201 E. 1st Street. The property is located within the C-2 zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

ANALYSIS:*Building/Elevations:*

The façade is proposed to be principally constructed of brick with red, metal accent band. The south façade provides the required glazing across 40% of the façade length eye level. A cooler/freezer is proposed to be located on the north side of the building which will be screened with brick to match the building. The dumpster enclosure will be constructed of split face block. Staff has advised that the gates be switched to an opaque metal-framed gate as is required for dumpster enclosures.

Site Layout:

The site will be accessed from a shared driveway off of NE 2nd Court. Pedestrian connectivity is provided along E 1st Street and NE 2nd Court. A sidewalk connection is proposed from the building to NE 2nd Court. Outdoor patio seating is proposed on the south side of the building. The drive-thru lane will wrap around the building on the west, south, and east sides. Two order boards are proposed.

Pole mounted light fixtures will be installed within the parking lot. Wall pack lighting will be provided on the building facades.

Parking:

The site provides more than the required number of parking spaces for the site but does not provide more than 25% above the minimum. Parking has been provided for the building and outdoor patio seating with 33 total spaces provided. The drive-thru has provided more than the 5 required queuing spaces.

Landscaping/Streetscape:

The site meets the minimum required number of plantings for the Transportation Corridor Overlay. Landscaping is provided along E. 1st Street and NE 2nd Court, between the west

property line, along the building foundation, and around the transformer to shield it from the right-of-way.

Utilities:

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

Water will connect to the existing 6" water service on the north side of the lot and will be constructed south to the building. The building is proposed to be fitted with a fire suppression system and therefore the appropriate FDC and hydrant locations have been provided.

Detention is handled within the regional detention basin located to the northwest of the site. Storm sewer onsite will run south to the existing storm sewer that leads to the regional detention basin.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan for Arby's subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 31, 2021~~

~~April 16, 2021~~

April 30, 2021

Civil Design Advantage

Attn: Doug Mandernach

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Arby's Site Plan

Dear Mr. Mandernach:

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

General Comments:

- ~~1. The site plan fees were short \$500. (\$2150, \$1000, \$250 = \$3400)~~
- ~~2. Please add building height requirement to Development Summary.~~

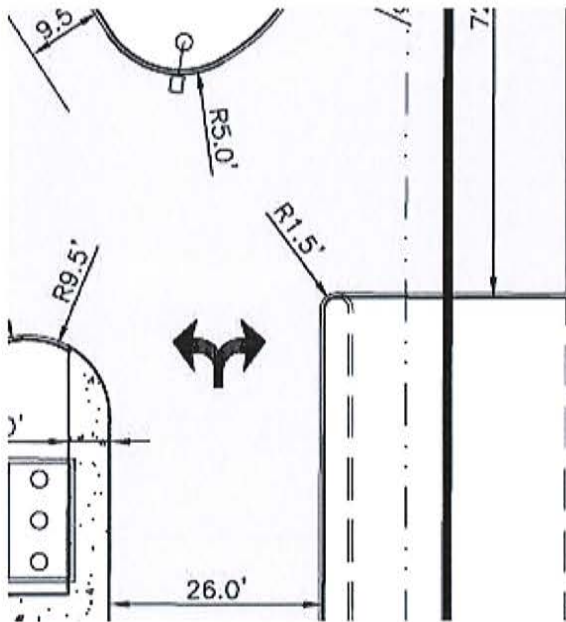
Sheet 2:

- ~~1. On the north side of the lot, it appears the utility callouts are labeled incorrectly. Please revise.~~

Sheet 3:

- ~~1. Update City notes. Attached are the latest notes from 3-12-21.~~
2. Label parking setbacks. 10' required from ROW and 5' from side property lines.
Revise north parking setback to 10'. 10' is now the base requirement so the label should be revised.
3. ~~Drive thru lane needs to be 12' wide.~~
4. ~~Angled parking depth is not measured correctly. Please revise. See diagram below.~~

5. Single drive lanes to be 16' wide.
6. Provide sidewalk connection from NE 2nd Ct to the building. Add domes to north ramp.
7. Provide a two-way through drive along the south of the site to connect to Lot 1 and 3. Two-way drives must be at least 24' wide.
8. 90-degree parking along the south would better accommodate the two-way traffic.
9. Provide truck turning movements.
10. Label stop sign locations.
11. Please provide rolled curb where the striped islands are shown on the plans.
12. Under General Note 5, change construction division to Engineering Dept.
13. Under Pavement Thickness add ROW to be 8" PCC.
14. Please revise radius to 10' on island along the drive-thru lane.



Sheet 5:

1. Please provide the seeding, fertilizing, and mulching quantities

Sheet 6:

1. ~~Label FDC location. Must be within 100' of a hydrant and unobstructed by landscaping, parking, etc.~~
2. ~~Provide a Knox Box per Section 506.1 and label location.~~
3. ~~Label length of watermain.~~
4. ~~Call out curb stop and valve on ends of service stubs.~~
5. ~~Is there a reason the watermain is not connecting at the end of stub at hydrant removal?~~
6. ~~Note that storm structure ST-1 will be poured in place.~~
7. ~~Provide sidewalk isolation joints through driveway by use of expansion joints.~~

Sheet 8:

1. The dumpster gates cannot be chain link with slats. It must be a framed opaque gate. Please revise the gate material.

Sheet 9:

1. ~~Meets transportation overlay requirements but provide calculations based on Hwy 141. Please revise calculations to reflect Transportation Overlay. Remove tree and shrub per sf requirement. Add west landscape strip calculation (1 tree per 40' required).~~
2. ~~Revise open space calculation to 10%.~~
3. ~~Please revise note 4 to sod all disturbed areas~~

Photometric:

1. ~~Provide lighting cut sheets for pole lights. Provide pole height. How tall are the poles?~~

Elevations:

1. ~~The cooler/freezer cannot be on the outside of the building. Please continue brick in this area. Please provide masonry screening for the cooler/freezer.~~

- ~~2. Please clarify the rear and side views of the cooler and screen. It appears there are two different heights shown on the rear and side elevation. Screening will need to be at least as tall as the cooler/freezer.~~
- ~~3. Provide glazing calculation for the south elevation. 40% of the wall length is required to be glazed.~~
- ~~4. Any roof mechanical units that can't be screened by the parapet must be screened individually.~~
- ~~5. Provide wall lighting cut sheets.~~

SWPPP

- ~~1. Should Owner/Developer be changed to Strifex LLC?~~
- ~~2. Provide signed SWPPP.~~

Stormwater Management Plan (SWMP)

- ~~1. Please provide final, signed copy.~~

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

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	April 21, 2021 (1 PDF of Site plan with Elevation Plan included)
PLANNING & ZONING:	May 4, 2021 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	May 25, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

SITE PLAN FOR: **ARBY'S** GRIMES, IOWA

VICINITY MAP NOT TO SCALE



OWNER

STRIPLEX LLC
5324 N. 134TH AVENUE
OMAHA, NE 68164
CONTACT: NICK MURRAY
EMAIL: NMURRAY@STRIPLEX.COM
PH: 402-938-5144

APPLICANT

DRM INC.
5324 N. 134TH AVENUE
OMAHA, NE 68164
CONTACT: NICK MURRAY
EMAIL: NMURRAY@STRIPLEX.COM
PH: 402-938-5144

ENGINEER

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
CONTACT: JOSH TRYSTAD
EMAIL: JTRYSTAD@CDA-ENG.COM
PH: (515) 369-4400
FX: (515) 369-4400

ARCHITECT

R E D ARCHITECTURE + PLANNING
389 W NATIONWIDE BOULEVARD, SUITE B
COLUMBUS, OHIO 43215
CONTACT: MARK THOMPSON
EMAIL: MTHOMPSON@REDARCHITECTS.COM
PH: (614) 487-8770
FX: (614) 487-8777

BENCHMARKS

BURY BOLT ON HYDRANT @ SE CORNER OF HWY
44 & SE GATEWAY DRIVE
ELEVATION=940.44
CITY BENCHMARK 68A-012
CAP BOLT ON HYDRANT @ SW CORNER 5TH ST &
NORTH LITTLE BEAVER DR.
ELEVATION=928.02
CITY BENCHMARK 68N-004
CAP BOLT ON FIRE HYDRANT AT THE SOUTHWEST
CORNER OF NORTH 4TH STREET AND NORTH
LITTLE BEAVER DRIVE
ELEVATION=927.36

DEVELOPMENT SUMMARY

LOT 2

AREAL: 1.00 ACRES (43,568 SF)

ZONING: C-2 GENERAL AND HIGHWAY SERVICE COMMERCIAL DISTRICT

*PROPERTY IS WITHIN TRANSPORTATION CORRIDOR
MIXED USE DEVELOPMENT OVERLAY DISTRICT

SETBACKS:
FRONT: 25'
SIDE: NONE
REAR: 25'

PROPOSED BUILDING USES: RESTAURANT / RETAIL

BUILDING HEIGHT: 20'-5" X

OPEN SPACE CALCULATION:

TOTAL SITE: 43,568 SF (1.00 AC.)
BUILDING: 2,570 SF
PARKING AREAS: 7,463 SF
DRIVEWAYS: 18,053 SF
SIDEWALK: 1,037 SF
PATIO: 520 SF
OPEN SPACE PROVIDED = 13,925 SF (31.95%)

OPEN SPACE REQUIRED = 4,359 SF (10%)

IMPERVIOUS AREAL = 29,663 SF (68.05%)

PARKING CALCULATION:

REQUIRED: RESTAURANT (10/1000 SF GFA)

REQUIRED: 26 SPACES
PROVIDED: 33 SPACES*

*INCLUDES 2 ACCESSIBLE PARKING SPACES

FLOOD ZONE CLASSIFICATION

SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE
"X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE
FLOOD INSURANCE RATE MAPS FOR THE CITY OF
GRIMES, POLK COUNTY, IOWA, COMMUNITY PANEL
NUMBER 19153C0160F WITH A REVISION DATE OF
02/01/2019.

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SPRING 2021

ANTICIPATED FINISH DATE = FALL 2021

SUBMITTAL DATES

FIRST SUBMITTAL: 03/17/2021
SECOND SUBMITTAL: 04/08/2021

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	TOPOGRAPHIC SURVEY AND DEMOLITION PLAN
3	DIMENSION PLAN
4	GRADING PLAN
5	EROSION AND SEDIMENT CONTROL PLAN
6	UTILITY PLAN
7-8	DETAILS
9	LANDSCAPE PLAN

LEGAL DESCRIPTION

LOT 2, HOPE COMMERCIAL PLAT 2, AN OFFICIAL PLAT IN THE
CITY OF GRIMES, POLK COUNTY, IOWA.

PROJECT SITE ADDRESS

LOT 2: 1201 E 1ST STREET, IA 50111

BULK REGULATIONS

MIN. FRONT YARD SETBACK = 25'
MIN. SIDE YARD SETBACK = NONE REQUIRED, EXCEPT WHEN
ADJOINING ANY "C" DISTRICT OR STREET RIGHT-OF-WAY LINE, IN
WHICH CASE = 25 FEET
MIN. REAR YARD SETBACK = 25'; HOWEVER, FOR EVERY
FOOT THE FRONT YARD IS INCREASED OVER 25', THE REAR YARD
MAY BE DECREASED IN DIRECT PROPORTION THEREOF, BUT IN NO
CASE SHALL THE REAR YARD BE LESS THAN 10'
HEIGHT = 45'

UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD
SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE
SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES
SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER
IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER
DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN
THE EXACT LOCATION SHOWN.

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-512 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-513 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-401 STORM MANHOLE	GUY ANCHOR
TYPE SW-402 STORM MANHOLE	STREET LIGHT
FLARED END SECTION	POWER POLE W/ TRANSFORMER
TYPE SW-301 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEANOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
FIRE HYDRANT ASSEMBLY	ELECTRIC MANHOLE OR VAULT
SIGN	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
SANITARY SEWER	TELEPHONE POLE
STORM SEWER	GAS VALVE BOX
STORM SERVICE	CABLE TV JUNCTION BOX
WATERMAIN WITH SIZE	CABLE TV MANHOLE/VAULT
WATER SERVICE	MAIL BOX
SAWCUT (FULL DEPTH)	BENCHMARK
SILT FENCE	SOIL BORING
USE AS CONSTRUCTED	UNDERGROUND TV CABLE
MINIMUM PROTECTION ELEVATION	SOIL MAIN
	GAS MAIN
	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

THE PROJECT REQUIRES AN IOWA AGRICULTURE PERMIT #2 AND CITY OF GRIMES
GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE
INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE
CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND
MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR
ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

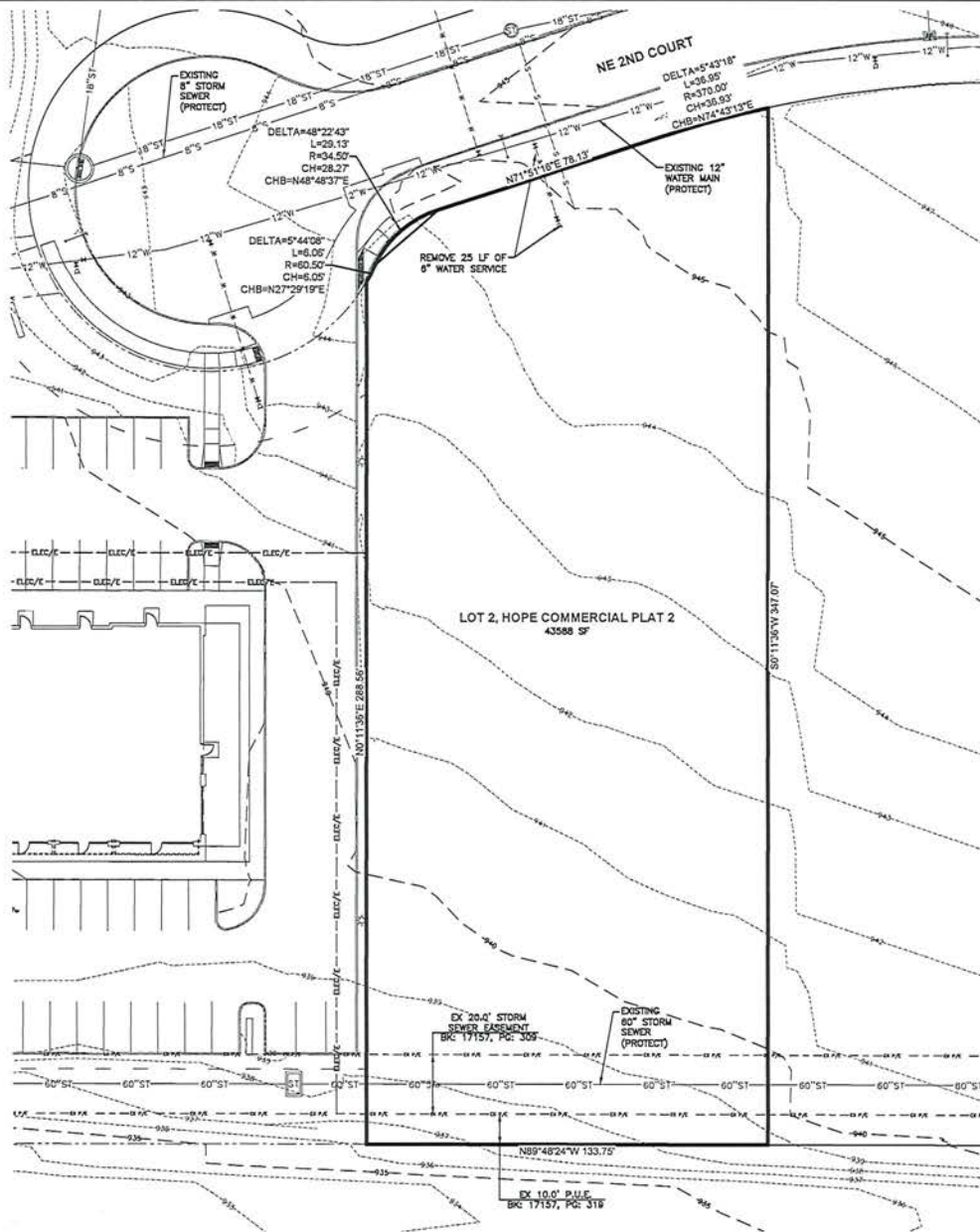
THE 2020 EDITION OF THE SDAS STANDARD SPECIFICATIONS, THE PUBLIC
RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY
SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT
UNLESS OTHERWISE NOTED.

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
	DATE: _____
	BY EXPIRING RENEWAL DATE IS DECEMBER 31, 2020 PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1-8

CDA
CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2101.022

IOWA
ONE CALL
1-800-292-8989
www.iowaonecall.com

ARBY'S - 2101.022



TOPOGRAPHIC SURVEY NOTES

- EXISTING TOPOGRAPHIC SURVEY INFORMATION FOR THE SITE WAS TAKEN FROM PREVIOUSLY PREPARED TOPOGRAPHIC SURVEY AND DESIGN INFORMATION FROM CONSTRUCTION PLANS FOR HOPE COMMERCIAL PLAT 1 AND HOPE COMMERCIAL PLAT 2. SOME IMPROVEMENTS MAY NOT BE INSTALLED. CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ADJACENT CONSTRUCTION ACTIVITIES.

DEMOLITION NOTES

- PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PROCESSING AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
- PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - APPROPRIATE UTILITY COMPANIES
 - OWNER
 - CIVIL DESIGN ADVANTAGE ARCHITECT
- DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
- PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
- BACKFILL ALL EXCAVATIONS WITH COMPACTED MATERIAL COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE CONTRACTOR. IN THE EVENT OF A TEST FAILING, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
- FILL EXISTING GRADES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, FENCING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
- DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
- ALL CONSTRUCTION DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
- CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- ALL WORK SHALL BE IN ACCORDANCE WITH IOWA STANDARDS. NOTHING NOTATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

TRAFFIC CONTROL NOTES

- TRAFFIC CONTROL REQUIRED ON ALL PUBLIC STREETS DURING ANY WORK WITHIN EXISTING RIGHT-OF-WAY. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY FOR APPROVAL PRIOR TO CONSTRUCTION.
- ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY BLOCK OR LANE CLOSURES.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHICH DIRECTED BY THE CITY.
- THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
- SEPARATELY CLOSED SIGNS REQUIRED FOR ALL SEPARATE CLOSURES, STORAGE AND TEMPORARY PROCESSION ACCESS ROUTE THROUGH THE CONSTRUCTION AREA SHALL MEET THE REQUIREMENTS OF PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (MUTCD, SECTION 608 AND IOWA DOT DESIGN MANUAL, CHAPTER 134-4).
- THE CONTRACTOR IS CAUTIONED NOT TO DISTURB OR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
- ALL SIGNING AND LANE STRIPPING WILL NEED TO COMPLY WITH MUTCD, MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

FEMA FLOOD INSURANCE RATE MAP

REFERENCE OF EFFECTIVE FIRM

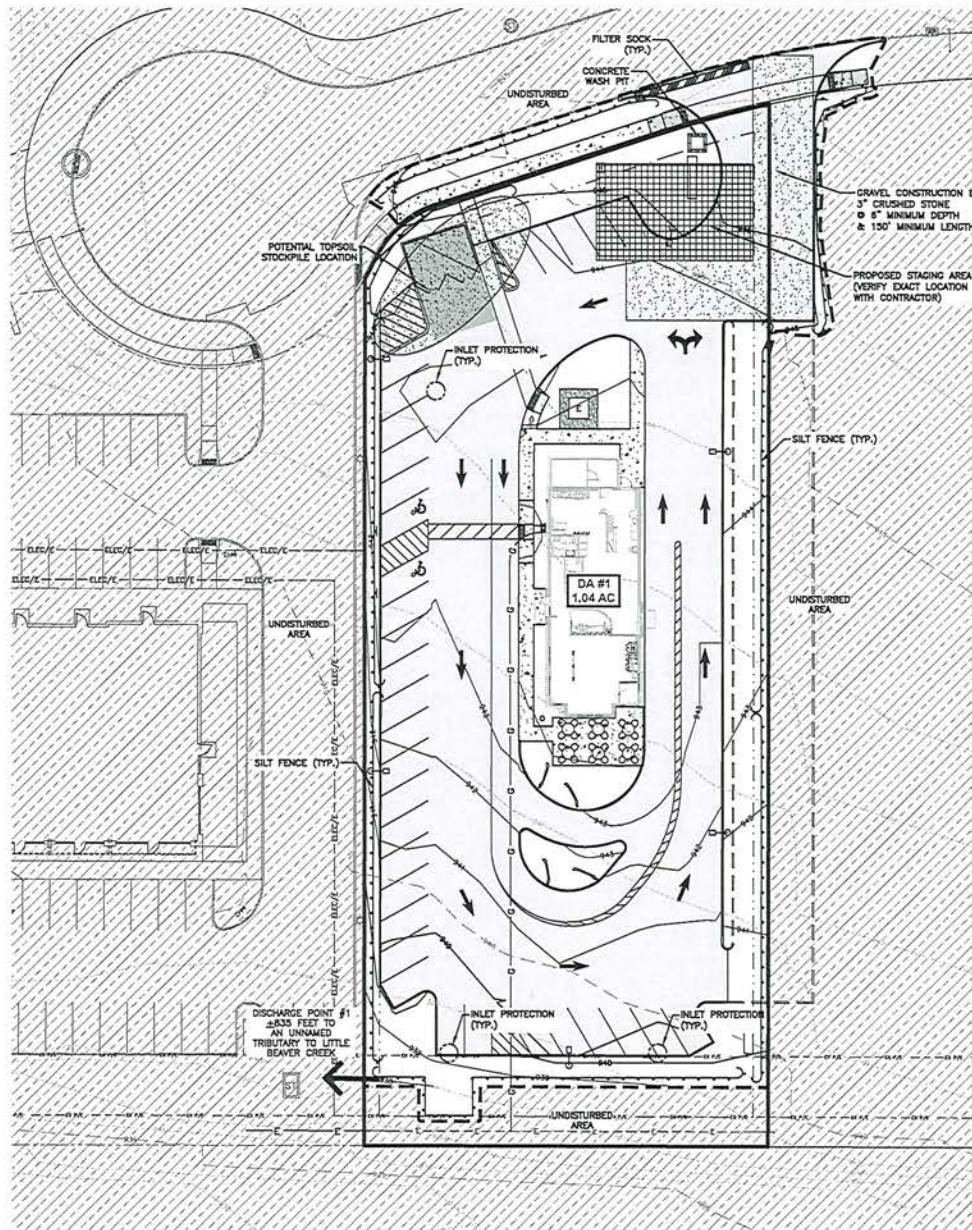
POLK COUNTY, PANEL 160 OF 555
 MAP NUMBER= 1513300180F
 EFFECTIVE DATE FEBRUARY DATE= FEBRUARY 1, 2019



DATE	10/1/2010	REVISED	3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 899-4400 FAX: (515) 899-4410
	10/1/2010		
DATE	10/1/2010	REVISED	3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 899-4400 FAX: (515) 899-4410
	10/1/2010		
		ARBY'S TOPOGRAPHIC SURVEY AND DEMOLITION PLAN GRIMES, IOWA	
2 9		2101.022	



3/9
2101.022
EA



EROSION CONTROL NOTES

1. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS OF THE SWPPP AND LOCAL, STATE AND FEDERAL REQUIREMENTS. THE OWNER SHALL EMPLOY A SEPARATE FIRM TO PROVIDE SWPPP MONITORING AND UPDATES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE SELECTED FIRM.
2. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO 304AS CHAPTER 7 EROSION AND SEDIMENT CONTROL.

SWPPP LEGEND

DRAINAGE ARROW	X XX X	AREA TO BE SEED	[Pattern]
GRADING LIMITS	---	STRAW MAT	[Pattern]
FILTER SOCK	[Symbol]	UNDISTURBED AREA	[Pattern]
SILT FENCE	[Symbol]	RP-RAP	[Pattern]
INLET PROTECTION	[Symbol]	GRAVEL ENTRANCE	[Pattern]
PORTABLE RESTROOM	R	STAGING AREA	[Pattern]
CONCRETE WASHOUT PIT	[Symbol]		

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	860
2	FILTER SOCK	LF	40
3	SEEDING, FERTILIZING AND MULCHING	AS	6.3
4	INLET PROTECTION DEVICES	EA	3
5	CONCRETE WASHOUT PIT	EA	1

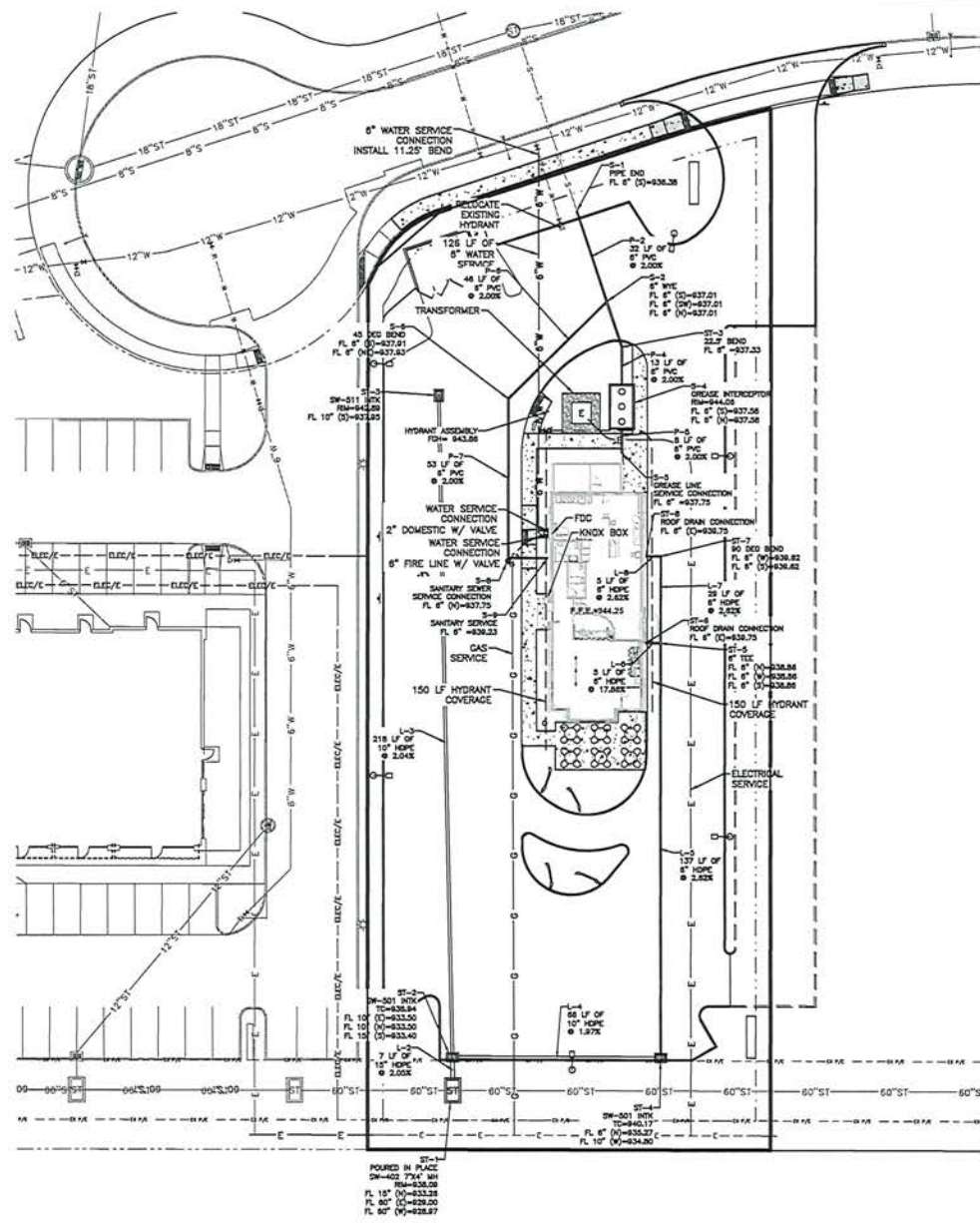
DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY TO LITTLE BEAVER CREEK, 1635 FT	1.04 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	3,744 CU FT
STORAGE VOLUME REQUIRED (8 OF ACH305000 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (40 LF @ 2.0 CU FT/LF OF 5000)	80 CU FT
VOLUME PROVIDED IN SILT FENCE (860 LF @ 4.5 CU FT/LF OF FENCE)	4,320 CU FT
TOTAL VOLUME PROVIDED	4,400 CU FT

NOTES:

1. IF WATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENTS.
2. DISTURBED AREAS SHALL BE TEMPORARILY SEED OR MULCH PRIOR TO THE SITE SHUTTING DOWN FOR WINTER CONDITIONS.
3. WASTE FROM CONCRETE WASHOUT ACTIVITIES AND FROM WET SAWING OF CONCRETE IS NOT ALLOWED TO BE DISCHARGED TO SURFACE WATERS AND IS NOT ALLOWED TO ADVERSELY AFFECT A WATER OF THE STATE.





UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE 2000 EDITION OF THE STANDARD SPECIFICATIONS AND ALL CITY OF BRIDGES SUPPLEMENTALS. MAINTAIN A MINIMUM OF 3\"/>

DATE	11/11/2011
REVISIONS	
1	SECOND SUBMITTAL
2	FIRST SUBMITTAL

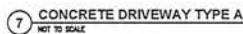
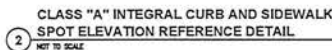
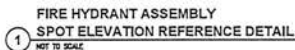
3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 ENGINEER: JAT
 PE: JIN



CIVIL DESIGN ADVANTAGE
 GRIMES, IOWA

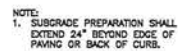
ARBY'S UTILITY PLAN





- #### 4 GENERAL SIDEWALK AND CURB RAMP DETAILS

- 8 ISOLATION JOINTS
NOT TO SCALE

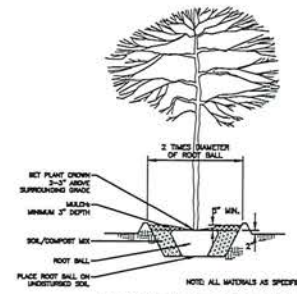
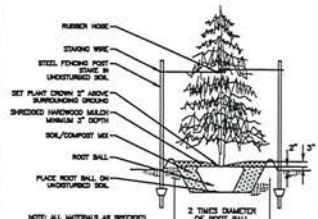
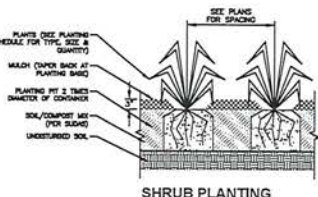
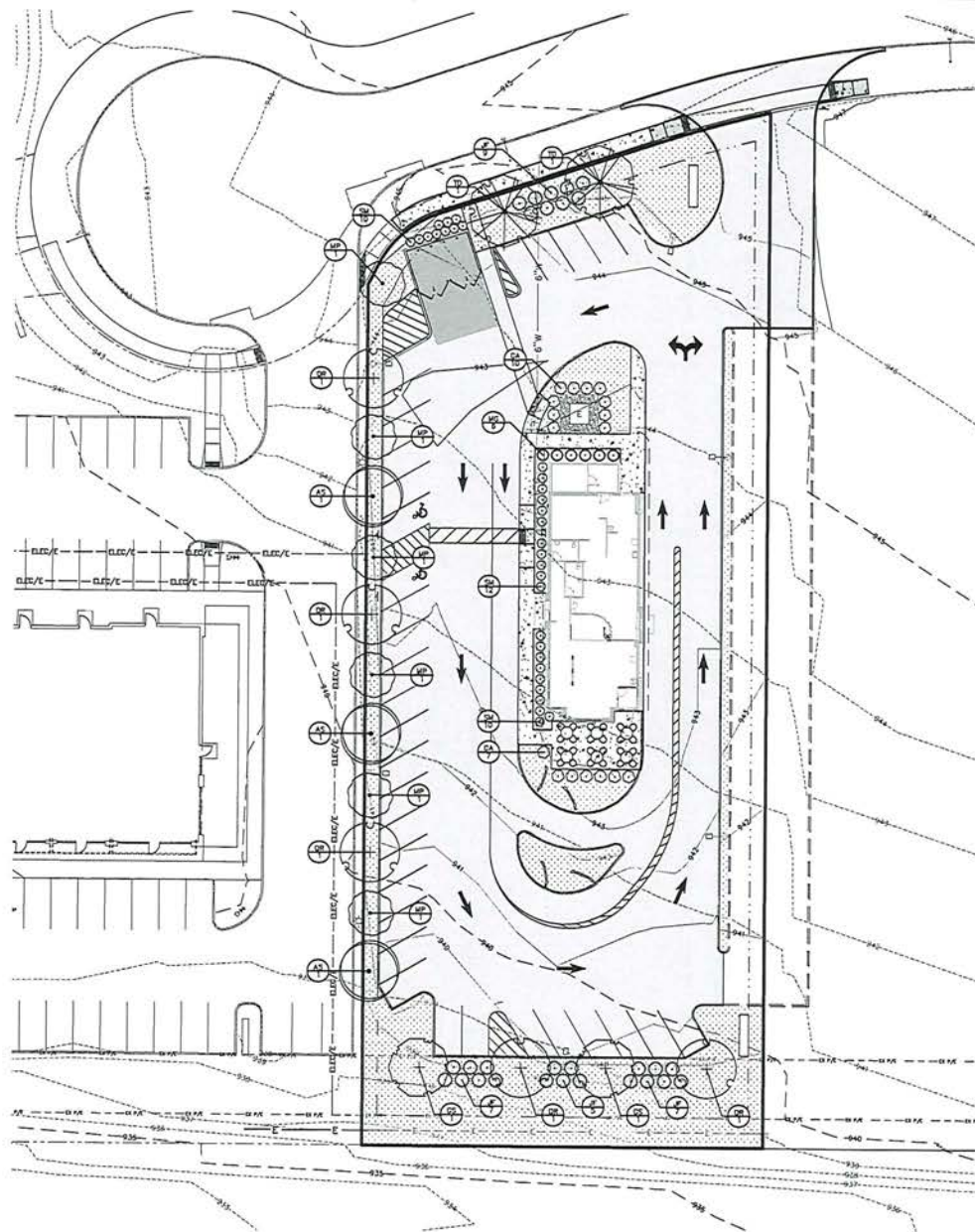


9 P.C.C. PAVING
NOT TO SCALE



10 CURB RAMPS OUTSIDE OF INTERSECTION
NOT TO SCALE





LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK AND 2001.
3. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS, TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
4. SEED OR SOO ALL DISTURBED AREAS AS DIRECTED BY OWNER. SEED SHALL BE SUPER TURF 8 LS FROM UNITED SEEDS.
5. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOO, IF REQ.)
6. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOO, AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
7. SHREDED HAWKWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A MINIMUM DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED, SEPARATED FROM TURF BY A 3" SPACE-OUT EDGE. MULCH AROUND ALL CONIFEROUS TREES SHALL BE A 10" DIAMETER CIRCLE. ALL EDGING SHALL BE SPACE-OUT EDGE.
8. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE DRAWING SHALL PREVAIL, IF ANY CONFLICTS ARISE.
9. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
10. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
11. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL.

LANDSCAPE REQUIREMENTS

PARKING LOT ADJUTING PUBLIC RIGHT OF WAY:
 3" HEDGE, WALL OF EARTH BERM AND 1 TREE PER 40 LF AND 1 SHRUB PER 10 LF, BETWEEN VEHICLE USE AREAS AND RIGHT OF WAY.

E 1ST STREET (134 FT.)
 TREES REQUIRED (134/40) = 4
 SHRUBS REQUIRED (134/10) = 14

NW CUL-DE-SAC (127 FT.)
 TREES REQUIRED (127/40) = 4
 SHRUBS REQUIRED (127/10) = 13

OPEN SPACE CALCULATION:
 TOTAL SITE = 43,588 SF (1.00 AC.)
 OPEN SPACE REQUIRED = 4,359 SF (10%)
 OPEN SPACE PROVIDED = 13,815 SF (31.24%)
 3 TREES PER 1000 SF OF REQUIRED OPEN SPACE
 1 SHRUB PER 500 SF OF REQUIRED OPEN SPACE
 TREES REQUIRED = 9
 SHRUBS REQUIRED = 9

TOTAL PLANT MATERIAL PROVIDED:
 OVERSTORY TREES = 12
 ORNAMENTAL TREES = 8
 SHRUBS = 137

ORNAMENTAL TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
WP	8	Prunella Crab Apple	Malus x 'Prunella'	8-10" HIGHT
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AS	3	Shaw's Elm Maple	Acer x 'Shaw's Elm'	8-10" HIGHT
CS	2	Shyne Honey Locust	Gleditsia 'Shyne'	8-10" HIGHT
CS	2	Red Oak	Quercus rubra	8-10" HIGHT
CS	2	Shyne's Linden	Tilia x 'Shyne's Linden'	8-10" HIGHT
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
CS	17	European Hollyhock	Alcea rosea 'Alcea'	3 GAL
CS	26	Sea Green Juniper	Juniperus horizontalis 'Sea Green'	18" HIGHT
CS	8	Golden Globe	Wibbena x 'Golden Globe'	3 GAL
CS	31	Miss Kim Tree	Swingle's 'Miss Kim'	3 GAL

DATE	REVISIONS
4/26/21	1
5/17/21	2

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIFFIN, IOWA 50301
 PHONE: (515) 389-4400 FAX: (515) 389-4410
 PE: JIN
 ENGINEER: JAT



CIVIL DESIGN ADVANTAGE
 GRIFFIN, IOWA

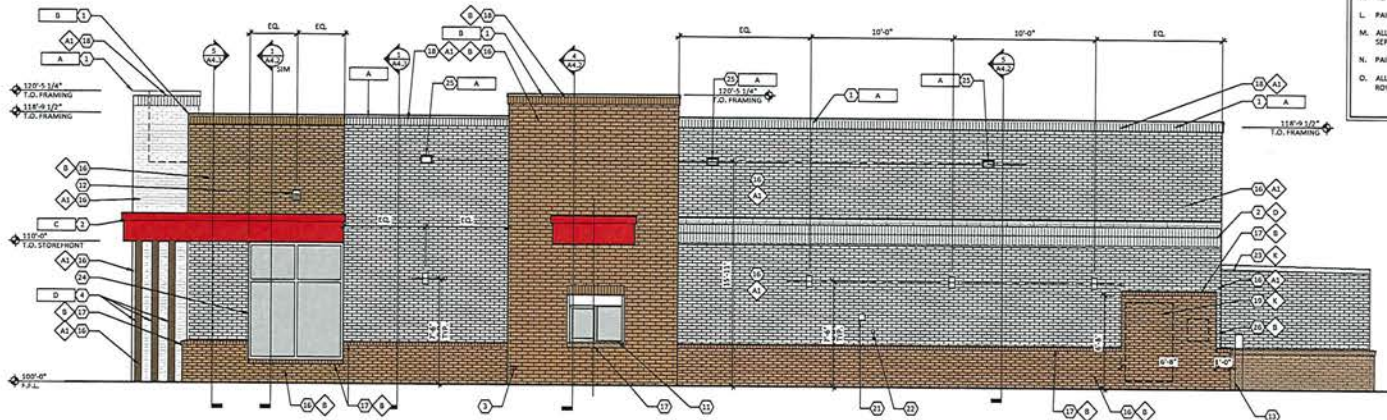
ARBYS
 LANDSCAPE PLAN



** SOUTH ELEVATION GLAZING REQUIREMENTS:
MIN. 40% WALL LENGTH TO BE CLEAR GLASS AT
FYE LEVEL
WALL LENGTH 30' OR 360"
GLAZING 180'
360' OF 360" = 50.0% GLAZING (> 40% REQUIRED)

FRONT ELEVATION

1/4" = 1'-0"



SIDE ELEVATION

1/4" = 1'-0"

CODED NOTES

(ALL CODED NOTES MAY NOT BE USED)

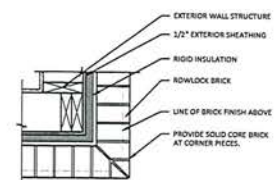
1. PRE-FINISHED METAL CORING.
2. PRE-FABRICATED METAL CANOPY/ACCENT BAND.
3. HOSE BIBB, REFER TO PLUMBING DRAWINGS.
4. PRE-FABRICATED METAL POST FOR CANOPY.
5. ARBY'S SIGNAGE, MOUNT ON CANOPY/ACCENT BAND. REFER TO SIGNAGE VENDOR DRAWINGS.
6. PAINT DOOR AND FRAME.
7. INSTALL KNOX BOX IN ACCESSIBLE LOCATION PER FIRE CODE SECTION 506.
8. NOT USED
9. NOT USED
10. BRICK ACCENT BAND.
11. DRIVE THRU WINDOW, PROVIDE STAINLESS STEEL SILL.
12. WALL MOUNTED LIGHT FIXTURE.
13. 6" CONC. FILLED STEEL PIPE BOLLARD, PAINT YELLOW.
14. CENTER LIGHT FIXTURE ON STOREFRONT BELOW.
15. PAINT ROOF LADDER.
16. BRICK VENEER, RUNNING BOND.
17. BRICK ROWLOCK SILL.
18. BRICK CORNICE, SOLDER COURSE.
19. ELECTRICAL EQUIPMENT.
20. GAS METER, REFER TO MEP DRAWINGS FOR EXACT LOCATION, PAINT TO MATCH BRICK.
21. GREASE OUTLET.
22. GAS HOOKUP.
23. COOLER/FREEZER, BRICK TO MATCH BUILDING.
24. ALUMINUM STOREFRONT.
25. PREFABRICATED SLIPPER BOX, MATCH COLOR TO ADJACENT WALL. CONFORM TO DETAIL 6/A1.2
26. CONTINUE BRICK VENEER BEHIND ELECTRIC EQUIPMENT. COORDINATE SIZE WITH ELECTRICAL. DO NOT INSTALL ROWLOCK BEHIND ELECTRICAL EQUIPMENT.
27. ARBY'S HAT SIGNAGE MOUNT ON BRICK WALL REFER TO SIGNAGE VENDOR'S DRAWINGS.

FINISH SCHEDULE

MARK	MANUFACTURER	DESCRIPTION	NOTES
FINISHES			
A	BELDEN BRICK	ALASKA WHITE	TEXTURE: VELOUR GROUT: CEMEX GRAY TYPE N 1000
B	---	---	---
C	BELDEN BRICK	8001 DARK	TEXTURE: SMOOTH GROUT: CEMEX 20-A MIOCHA, TYPE N
D	DRYVIT	EPS WALL SYSTEM WITH V-GROOVE REVEALS	COLOR: ARBY131030 TEXTURE: STANDARD
E	SHERWIN WILLIAMS	SW 9049 STOP	SATIN FINISH
F	NOT USED	---	---
G	NOT USED	---	---
H	SHERWIN WILLIAMS	SW 4208 ROOKWOOD DARK BROWN	SATIN FINISH
I	NOT USED	---	---
J	NOT USED	---	---
K	SHERWIN WILLIAMS	SW 4700 PURE WHITE	SATIN FINISH

METALS			
A	EXCEPTIONAL METAL/DURO-LAST	TWO-PIECE SNAP-ON METAL CORING REGAL WHITE/DURO-LAST #58170/TE.87	FOR USE WITH DURO-LAST ROOFING SYSTEM DETAIL FA3110
B	EXCEPTIONAL METAL/DURO-LAST	TWO-PIECE SNAP-ON METAL CORING DARK BRONZE/DURO-LAST #6126/TE.87	FOR USE WITH DURO-LAST ROOFING SYSTEM DETAIL FA3110
C	PRE-FABRICATED CANOPY/BAND	PRODUCT CODE: 9940-00388 PRODUCT NAME: FC SD RAL 3003 FLAME RED	---
D	PRE-FABRICATED POST	PRODUCT CODE: 9940-00378 PRODUCT NAME: FC SD RAL 8017 CHOC. BROWN	---

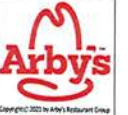
- A. PAINT ALL EXPOSED METERS, SERVICE ENTRANCES, GAS PIPE, ROOF ACCESS LADDER, ETC. TO MATCH ADJACENT EXTERIOR WALL SURFACE.
- B. PROVIDE TEMPORARY MASKING OF EXPOSED STAINLESS STEEL DURING ACID WASHING OF MASONRY.
- C. PROVIDE SOLID MASONRY UNITS AT THE ENDS OF JAMBS, SILLS, ETC.
- D. TO HELP PREVENT EFFLORESCENCE ALL MASONRY UNITS ARE TO BE MANUFACTURED WITH INTEGRAL WATER REPELLANT. WATER REPELLANT ADJUSTURE IS TO BE MIXED IN AND PRE-WASHED SAND IS TO BE USED IN ALL MORTAR MIXES.
- E. MAKE SURE THAT WALL WEEPS AND FLASHING ARE INSTALLED CORRECTLY. DO NOT BLOCK WEEPS.
- F. REFER TO SHEET A1.2 FOR TEMPERED GLASS LOCATIONS.
- G. ALUMINUM STOREFRONT TO BE DARK BRONZE.
- H. ALL GLAZING TO BE 1" INSULATED GLAZING.
- I. BASIS OF DESIGN FOR THE EPS WALL SYSTEM IS DRYVIT OUTSULATION PLUS MD. EPS WALL SYSTEM IS 2" THICK UNLESS NOTED OTHERWISE. INSTALL EPS PRODUCT IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND DETAILS. INSTALL EPS WALL SYSTEM OVER FLUID APPLIED MEMBRANE.
- J. SIGNAGE IS SHOWN FOR REFERENCE ONLY. FINAL SIZE, LOCATION AND QUANTITY TO BE DETERMINED BY SIGNAGE VENDOR. SIGNAGE VENDOR SHALL PERMIT ALL SIGNS UNDER SEPARATE COVER.
- K. REFER TO ELECTRICAL DRAWINGS FOR EXTERIOR LIGHTING SPECIFICATIONS.
- L. PAINT ALL EXPOSED BRICK UNITS TO MATCH STOREFRONT.
- M. ALL WALL MOUNTED LIGHT FIXTURES TO BE SET IN CONTINUOUS BEAD OF CAULK AND THEN SHALL BE SEALED TO WALL WITH SEPARATE BEAD OF CAULK. CAULK TO MATCH ADJACENT SURFACE.
- N. PAINT EPS WALL BEHIND ACCENT BAND RED. EXPOSED EPS EDGE BELOW ACCENT BAND TO MATCH METAL ACCENT BAND.
- O. ALL BRICK VENEER SHALL BE A RUNNING BOND, U.N.D. ALL BRICK SHALL BE INSTALLED FLUSH, U.N.D. (EXCEPTIONS INCLUDE: ROWLOCK SILL, SOLDER COURSE HEADER AT DRIVE THRU WINDOW AND BRICK CORNICE)



DETAIL @ BRICK CORNER

1/2" = 1'-0"

reed
architecture + planning
389 W. RATIONSIDE BLVD.
COLUMBUS, OHIO 43215
tel: 614.487.8770
fax: 614.487.8777



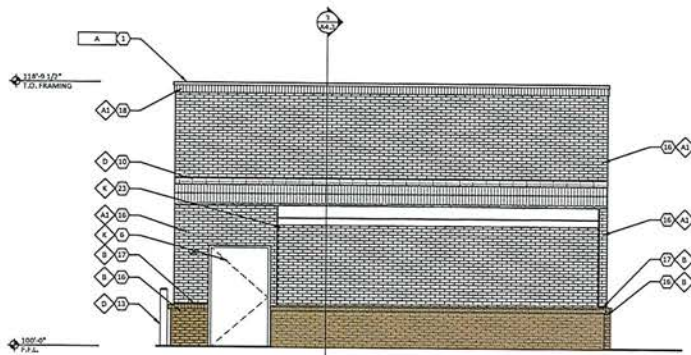
ARBY'S RESTAURANT GROUP
INSPIRE DUAL NARROW REVERSE
1201 E 1ST STREET
GRIMES, IA 50111
FOR: DRX, INC.
5124 NORTH 134TH AVENUE, OMAHA, NE 68164

PROJECT NUMBER:	ARF199
DATE:	
OWNER REVIEW:	MAR. 19, 2021
PERMIT:	MAR. 31, 2021
REVISION 1:	APRIL 30, 2021

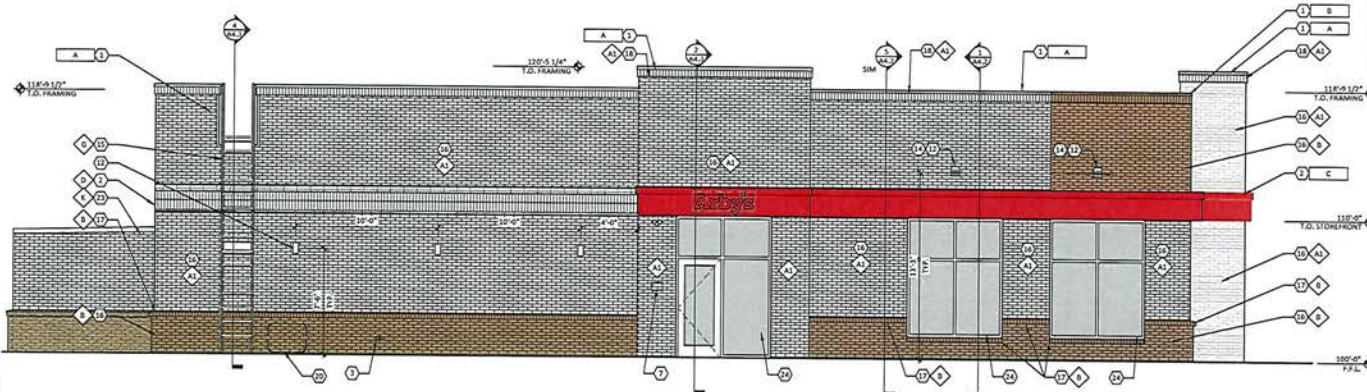
EXTERIOR ELEVATIONS

SHEET:

A2.1



1 REAR ELEVATION
A2.2 1/4" = 1'-0"



2 SIDE ELEVATION
A2.2 1/4" = 1'-0"

CODED NOTES

- (ALL CODED NOTES MAY NOT BE USED)
1. PRE-FINISHED METAL COPING.
 2. PRE-FABRICATED METAL CANOPY/ACCENT BAND.
 3. HOSE BIBS, REFER TO PLUMBING DRAWINGS.
 4. PRE-FABRICATED METAL POST FOR CANOPY.
 5. ARBY'S SIGNAGE, MOUNT ON CANOPY/ACCENT BAND. REFER TO SIGNAGE VENDOR DRAWINGS.
 6. PAINT DOOR AND FRAME.
 7. INSTALL KNOX BOX IN ACCESSIBLE LOCATION PER FIRE CODE SECTION 506.
 8. NOT USED
 9. NOT USED
 10. BRICK ACCENT BAND.
 11. DRIVE THRU WINDOW. PROVIDE STAINLESS STEEL SILL.
 12. WALL MOUNTED LIGHT FIXTURE.
 13. 6" CONC. FILLED STEEL PIPE BOLLARD, PAINT YELLOW.
 14. CENTER LIGHT FIXTURE ON STOREFRONT BELOW.
 15. PAINT ROOF LADDER.
 16. BRICK VENEER, RUNNING BOND.
 17. BRICK ROWLOCK SILL.
 18. BRICK CORNICE, SOLDIER COURSE.
 19. ELECTRICAL EQUIPMENT.
 20. GAS METER, REFER TO MEP DRAWINGS FOR EXACT LOCATION, PAINT TO MATCH BRICK.
 21. GREASE OUTLET.
 22. Co2 HOOD/UP.
 23. COOLER/FREEZER, BRICK TO MATCH BUILDING.
 24. ALUMINUM STOREFRONT.
 25. PREFABRICATED SCUPPER BOX, MATCH COLOR TO ADJACENT WALL. COLOR, REFER TO DETAIL 4JA1.2
 26. CONTINUE BRICK VENEER BEHIND ELECTRIC EQUIPMENT. COORDINATE SIZE WITH ELECTRICAL. DO NOT INSTALL ROWLOCK BEHIND ELECTRICAL EQUIPMENT.
 27. ARBY'S HAT SIGNAGE MOUNT ON BRICK WALL REFER TO SIGNAGE VENDOR DRAWINGS.

FINISH SCHEDULE

MARK	MANUFACTURER	DESCRIPTION	NOTES
FINISHES			
A1	BELDEN BRICK	ALASKA WHITE	TEXTURE: VELOUR GROUT: CEMEX GRAY TYPE N 1000
A2	---	---	---
B	BELDEN BRICK	8001 DARK	TEXTURE: SMOOTH GROUT: CEMEX 50-A MOCHA, TYPE N
C	DRYVIT	EPS WALL SYSTEM WITH V-GROOVE REVEALS	COLOR: ARBY131030 TEXTURE: STANDARD
D	SHERWIN WILLIAMS	SW #660 STOP	SATIN FINISH
E	NOT USED	---	---
F	NOT USED	---	---
G	SHERWIN WILLIAMS	SW #2808 ROCKWOOD DARK BROWN	SATIN FINISH
H	NOT USED	---	---
I	NOT USED	---	---
J	SHERWIN WILLIAMS	SW #7005 PURE WHITE	SATIN FINISH

METALS			
A	EXCEPTIONAL METAL/ DURO-LAST	TWO-PIECE SNAP-ON METAL COPING REGAL WHITE/ DURO-LAST #58.707TE.87	FOR USE WITH DURO-LAST ROOFING SYSTEM DETAIL FA3110
B	EXCEPTIONAL METAL/ DURO-LAST	TWO-PIECE SNAP-ON METAL COPING DARK BRONZE/ DURO-LAST #58.311TE.87	FOR USE WITH DURO-LAST ROOFING SYSTEM DETAIL FA3110
C	PRE-FABRICATED CANOPY/BAND	PRODUCT CODE: 9940-302898 PRODUCT NAME: FC SD RAL 3000 FLAME RED	---
D	PRE-FABRICATED POST	PRODUCT CODE: 9940-809978 PRODUCT NAME: FC SD RAL 8017 CHOC. BROWN	---

- PAINT ALL EXPOSED METERS, SERVICE ENTRANCES, GAS PIPE, ROOF ACCESS LADDER, ETC. TO MATCH ADJACENT EXTERIOR WALL SURFACE.
- PROVIDE TEMPORARY MASKING OF EXPOSED STAINLESS STEEL DURING ACID WASHING OF MASONRY.
- PROVIDE SOLID MASONRY UNITS AT THE ENDS OF JAMBS, SILLS, ETC.
- TO HELP PREVENT EFFLORESCENCE ALL MASONRY UNITS ARE TO BE MANUFACTURED WITH INTEGRAL WATER REPELLANT. WATER REPELLANT ADMIXTURE IS TO BE MIXED IN AND PRE-WASHED SAND IS TO BE USED IN ALL MORTAR MIXES.
- MAKE SURE THAT WALL WEEPS AND FLASHING ARE INSTALLED CORRECTLY. DO NOT BLOCK WEEPS.
- REFER TO SHEET A8.2 FOR TEMPERED GLASS LOCATIONS.
- ALUMINUM STOREFRONT TO BE DARK BRONZE.
- ALL GLAZING TO BE 1" INSULATED GLAZING.
- BASIS OF DESIGN FOR THE EPS WALL SYSTEM IS DRYVIT OUTSULATION PLUS MG. EPS WALL SYSTEM IS 2" THICK UNLESS NOTED OTHERWISE. INSTALL EPS PRODUCT IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND DETAILS. INSTALL EPS WALL SYSTEM OVER FLUID APPLIED MEMBRANE.
- SIGNAGE IS SHOWN FOR REFERENCE ONLY. FINAL SIZE, LOCATION AND QUANTITY TO BE DETERMINED BY SIGNAGE VENDOR. SIGNAGE VENDOR SHALL PERMIT ALL SIGNS UNDER SEPARATE COVER.
- REFER TO ELECTRICAL DRAWINGS FOR EXTERIOR LIGHTING SPECIFICATIONS.
- PAINT ALL EXPOSED BRICK UNITS TO MATCH STOREFRONT.
- ALL WALL MOUNTED LIGHT FIXTURES TO BE SET IN CONTINUOUS BEAD OF CAULK AND THEN SHALL BE SEALED TO WALL WITH SEPARATE BEAD OF CAULK. CAULK TO MATCH ADJACENT SURFACE.
- PAINT EPS WALL BEHIND ACCENT BAND RED. EXPOSED EPS EDGES BELOW ACCENT BAND TO MATCH METAL ACCENT BAND.
- ALL BRICK VENEER SHALL BE A RUNNING BOND, U.N.O. ALL BRICK SHALL BE INSTALLED FLUSH, U.N.O. (EXCEPTIONS INCLUDED: ROWLOCK SILL, SOLDIER COURSE HEADER AT DRIVE THRU WINDOW AND BRICK CORNICE)

red
architecture + planning
585 w. wallbridge blvd
suite b
columbus, ohio 43215
tel: 614.487.8777
fax: 614.487.8777

ARBY'S RESTAURANT GROUP
INSPIRE DUAL NARROW REVERSE
1201 E 1ST STREET
GRIMES, IA 50111
534 NORTH LATHAM AVE, CHAMPA, IL 61834

PROJECT NUMBER: ARB199
DATE: MAR. 19, 2021
OWNER REVIEW: MAR. 19, 2021
PERMIT: MAR. 19, 2021
REVISION 1: APRIL 10, 2021

EXTERIOR ELEVATIONS
SHEET:

A2.2



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

AGENDA MEMO

For Meeting of May 25, 2021

AGENDA HEADING:

Destination Market Plat 5 – Final Plat

SYNOPSIS:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the property. The proposed final plat will provide for two development lots, one of which is the Starbucks that is currently under construction.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Preliminary Plat - 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 05/04/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the final plat for Destination Market Plat 5, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: May 4, 2021
RE: Destination Market Plat 5 – Final Plat

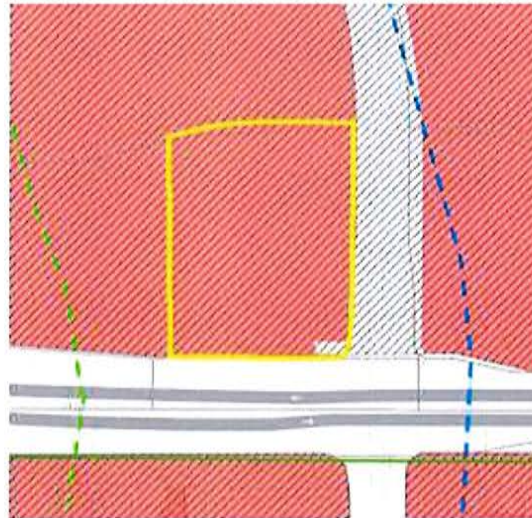
GENERAL INFORMATION:

Applicant:	Mark Hanrahan
Requested Action	Final Plat
Location	2255 E 1 st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant/Starbucks	General Commercial	C-2
North	Vacant/Menard's	General Commercial	C-2
South	Commercial/Retail	General Commercial	C-2
East	Kwik Star	General Commercial	C-2
West	Vacant	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the property. The proposed final plat will provide for two development lots, one of which is the Starbucks that is currently under construction.

ANALYSIS:

The final plat is consistent with the approved preliminary plat and shows the appropriate easements. The plat can be accessed from three driveways. Access off of NE Destination Drive and E 1st Street will be right in/right out only. The driveway off of NE Telkay Lane will be full access. Pedestrian access will be provided along E 1st Street, NE Destination Drive, and Telkay Lane. Sanitary and water service will connect to the existing lines that run along NE Telkay Lane.

STAFF RECOMMENDATION:

Staff would recommend approval of the final plat for Destination Market Plat 5, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

April 5, 2021

Civil Design Advantage

Attn: Doug Mandernach
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

RE: Destination Market Plat 5 Final Plat

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Final Plat for the Destination Market Plat 5. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Update addresses.~~
 - ~~a. Lot 1—2255 E 1st Street or 152 NE Destination Drive~~
 - ~~b. Lot 2—2227 E 1st Street~~
- ~~2. Add Highway 141 Mixed Use Development Corridor District Zone 2 to zoning.~~
- ~~3. NE Destination Drive is a public street. Please revise label.~~

Legal Comments:

- ~~1. Title opinion~~
- ~~2. Consent(s) to Plat~~
 - ~~a. Owner consent~~
 - ~~b. Mortgagee consent (if applicable)~~
- ~~3. Treasurer's Certificate~~
- ~~4. County Subdivision Name Approval~~
- ~~5. Legal description in Word format~~

6. Easement documents and legal descriptions
 - a. Electric easement
7. Declaration and Covenants, Restrictions and Easements
8. Agreement to Complete with performance bond (if applicable)
9. 4-year maintenance bond
10. Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.

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

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	April 12, 2021 (1 PDF of Final Plat and Legals)
PLANNING & ZONING:	May 4, 2021 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	May 26, 2021 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

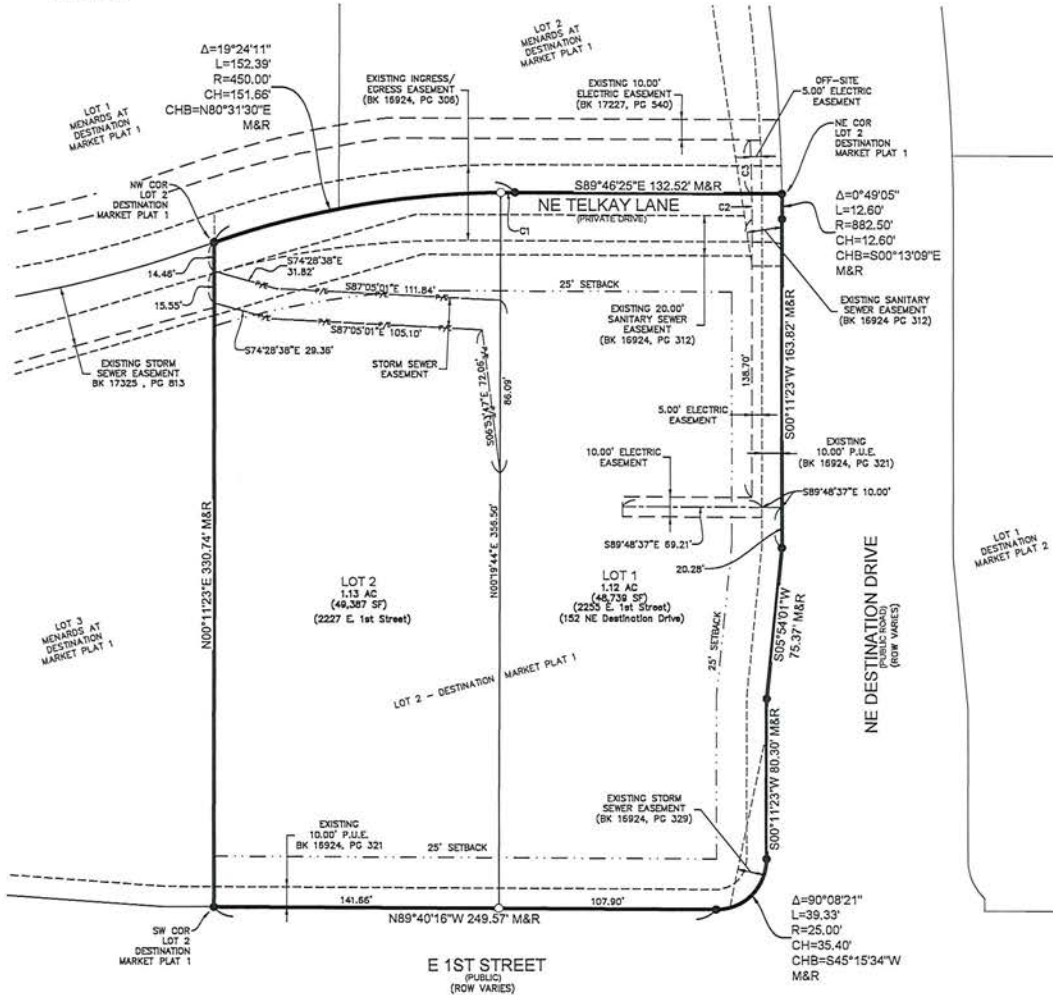
Evann Martin
Assistant Planner

INDEX / LEGEND

LOCATION: LOT 2, DESTINATION MARKET PLAT 1,
 GRIMES, POLK COUNTY
 REQUESTOR: MARK HANRAHAN
 PROSPECTOR: MARK HANRAHAN
 3737 WOODLAND AVE STE 100
 WEST DES MONIES, IA 50260
 SURVEYOR: MICHAEL A. BROOKER
 COMPANY: CIVIL DESIGN ADVANTAGE
 PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
 3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PH: 515-369-4400

DESTINATION MARKET PLAT 5

FINAL PLAT
 GRIMES, POLK COUNTY, IOWA



OWNER / DEVELOPER

MARK HANRAHAN
 DESTINATION MARKET LLC
 3737 WOODLAND AVE STE 100
 WEST DES MONIES, IA 50260

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
 3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111

DATE OF SURVEY

MARCH 30, 2021

PLAT DESCRIPTION

LOT 2, DESTINATION MARKET PLAT 1, AN OFFICIAL PLAT
 IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND
 CONTAINING 2.25 ACRES (98,126 SQUARE FEET).
 PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF
 RECORD.

ZONING

C-2 GENERAL AND HIGHWAY SERVICE
 COMMERCIAL DISTRICT

PROPERTY IS WITHIN THE TRANSPORTATION OVERLAY DISTRICT
 AND HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR
 DISTRICT ZONE 2

BULK REGULATIONS

MIN. FRONT YARD SETBACK = 25'
 MIN. SIDE YARD SETBACK = NONE REQUIRED, EXCEPT
 WHEN ADJOINING ANY "R"
 DISTRICT OR STREET
 RIGHT-OF-WAY LINE, IN
 WHICH CASE - 25 FEET
 25 FEET; HOWEVER, FOR
 EVERY FOOT THE FRONT
 YARD IS INCREASED OVER
 25 FEET, THE REAR YARD
 MAY BE DECREASED IN
 DIRECT PROPORTION
 THEREOF, BUT IN NO CASE
 SHALL THE REAR YARD BE
 LESS THAN 10 FEET

MIN. REAR YARD SETBACK =

MAX. HEIGHT = 45'
 MAX. # OF STORIES = 3 STORIES

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL
 BE COMPLETED WITHIN ONE YEAR FROM THE DATE
 THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION
 ELEVATIONS AND OTHER ELEVATION RESTRICTIONS
 NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED
 PROJECT ENGINEERING DOCUMENTS FOR ANY
 ELEVATION RESTRICTIONS.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	0°37'21"	450.00'	6.98'	N89°46'55"E	6.98'
C2	0°49'59"	867.50'	12.81'	N00°13'36"W	12.81'
C3	1°47'03"	867.50'	27.01'	N01°32'07"W	27.01'

VICINITY MAP

NOT TO SCALE



LEGEND

SECTION CORNER AS NOTED	FOUND	SET
1/2" REBAR, YELLOW PLASTIC CAP #15980	▲	△
(UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	R
RECORDED BEARING & DISTANCE	D	R
DECEDED BEARING & DISTANCE	P.U.E.	
PUBLIC UTILITY EASEMENT	AL	
CURVE ARC LENGTH	(1234)	
LOT ADDRESS		
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
PLAT BOUNDARY		



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS
 PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED
 BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND
 THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR
 UNDER THE LAWS OF THE STATE OF IOWA.
 MICHAEL A. BROOKER, P.L.S. DATE: _____
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
 PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET

DATE	REVISIONS
04/05/21	
05/05/21	
05/05/21	

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 CIVIL DESIGN ADVANTAGE
 GRIMES, IOWA

DESTINATION MARKET PLAT 5

FINAL PLAT
 2002.073