

1. Agenda

Documents:

[041222 CC AGENDA.PDF](#)

2. Meeting Materials

Documents:

[041222 CC PACKET CONDENSED.PDF](#)

Grimes City Council Agenda

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

Mayor | Scott Mikkelsen
City Council | Eric Johansen, Andy Borcharding,
David Gisch, Ryan Burger, Laurie DePhillips

Mission Statement

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

Grimes City Council Meeting April 12, 2022 AT 5:30 pm In Person/Zoom at Grimes Community Center, 410 SE Main Street

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

Join Zoom Meeting

<https://us06web.zoom.us/j/3787305851?pwd=Y2xpSUU2T3IxUUpkSmFtRVlmTjlyUT09>

Meeting ID: 378 730 5851

Passcode: 1234

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 4:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address or by using the RAISE HAND feature by zoom. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. If you are participating via phone, the raise and lower hand feature can be activated by using *9. After you are recognized, use *6 to unmute your audio. The Chat and Q&A functions will be turned off during the meeting. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.

Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time.

For any additional assistance or questions in attending the meeting, please call 515-986-3036 Ext 1025 from 8 a.m. to 4:30 p.m., or contact the Grimes City Clerk Rochelle Williams by email at:

rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR April 12, 2022 AT 5:30 PM AT GRIMES COMMUNITY CENTER

1. Call to Order
Pledge of Allegiance
2. Proclamation – Day of Solidarity with Ukraine
3. Roll Call
4. Approval of the Agenda

5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
- A. Minutes from previous meeting
 - B. Arbor Day Proclamation
 - C. ABD Licensing:
 - a. Ownership Update: Casey's General Store: 206 E. 1st Street
 - b. License Renewal: Hacienda Vieja: 200 SE Gateway Dr: Class C & Sunday Sales
 - D. Letter of Engagement with Dorsey for Bond Counsel for General Obligation Corporate Purpose Bonds, Series 2022A
 - E. Professional Payments:
 - 1. Bradshaw Fowler Proctor & Fairgrave Attorneys at Law \$1,014.00
 - 2. Wulfekuhle Injection & Plumbing Inc – Sludge Removal \$40,000.00
 - 3. Christensen Development 1, LLC – New Grimes Library Consulting \$10,000.
 - 4. Pay Request # 5 to Snyder & Associates, Inc for Iowa Hwy 141 SB & Iowa Hwy 44 Traffic Signal & Turn Lane Improvements \$8,311.64
 - 5. Pay Request # 3 to Snyder & Associates, Inc for Traffic Signal Network Communication Project \$8,415.00
 - 6. Pay Request # 40 to Veenstra & Kim for WRA Connector \$ 27,388.60
 - 7. Pay Request # 8 to Nilles Associates, Inc for Kennybrook South Detention Basin Improvements \$3,830.00
 - 8. Pay Request # 3 to Nilles Associates, Inc for Annual Stormwater- Silkwood Area Drainage Improvements \$19,662.50
 - 9. Pay Request # 10 to MSA Professional Services for SE Jacob & Trail Ridge Water Main Design and Bidding Services \$6,416.70
 - 10. Pay Request # 1 to MSA Professional Services for SE Jacob Reconstruction and Storm Sewer Design and Bidding Services \$71,600.00
 - 11. Pay Request # 9 to MSA Professional Services for N. Sports Complex Parking Lot Improvements \$551.30
 - 12. Pay Request # 1 to MSA Professional Services for SE Trail Ridge Road Water Main Design and Bidding Services \$22,120.0
 - 13. Pay Request # 6 to Foth Infrastructure and Environment, LLC for 2021 Sanitary Sewer Collection System Study \$ 40,897.00
 - F. Pay Requests:
 - 1. Pay Request #3 to Van Maanen Electric Inc. - Hwy 44 & County Line Road Temporary Traffic Signal \$3,420.00
 - 2. Pay Request # 2 to S.J. Louis Construction, Inc for WRA Grimes Connector-Contract 1 \$76,000.00
 - 3. Pay Request # 1 to Shank Constructors, Inc for WRA Grimes Connector-Contract 4 \$179,581.03
 - 4. Pay Request # 1 to Rognes Corporation for WRA Grimes Connector-Contract 3 \$308,750.00
 - 5. Pay Request # 2 to Elder Corporation for Iowa Hwy 141 SB & Hwy 44 Traffic Signal and Turn Lane Improvements \$ 57,641.84
 - 6. Pay Request # 5 to Concrete Technologies for N. Sports Complex Parking Lot \$528.63
 - G. Resolution 04-0222 Approving Contract Agreement with CivicEngage for New Website Development
 - H. Resolution 04-0422 Personnel Transactions
 - I. Resolution 04-1022 Approving Quotes & Bills Over \$10,000

- J. Request for Permit for Supervised Display of Fireworks July 4, 2022 at the South Sports Complex by Night Magic Displays – Grimes Chamber & Economic Development
- K. Resolution 04-1122 Approving Offer to Purchase and Agreement – WRA Hope Orton Property
- L. Resolution 04-1222 Approving Offer to Purchase and Agreement – WRA Robles Property
- M. Resolution 04-1322 Approving Grimes Temporary Construction Access Agreement
- N. Resolution 04-0122 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 38 In Heritage at Grimes Plat 3 – 709 NE 21st Street
- O. Resolution 04-1422 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 17 In Kennybrook South Plat 4 – 812 SW Timberview Drive
- P. Resolution 04-1522 Approving Consent and Agreement for Improvements Within Surface Water Flowage Easement for Lot 33 In Autumn Park West Plat 1 – 1808 NW 8th Street
- Q. Resolution 04-1622 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 2 In Heritage at Grimes Plat 6 – 2112 NE Little Beaver Drive
- R. Resolution 04-1822 Ordering Construction of the SE Trail Ridge Road Water Main, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- S. Resolution 04-1922 Ordering Construction of the SE Jacob Street Reconstruction and Storm Water, and Fixing a Date for Hearing Thereon and Taking Bids therefor
- T. Resolution 04-2022 Ordering Construction of the County Line Road Traffic Signal Improvements, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- U. Receiving and Filing of Correspondence and Reports
- V. Assignment and Assumption of Development Agreement between DSM Industrial Property LP and a Delaware Limited Partnership and Kastner LLC an Iowa Limited Liability Company
- W. Resolution 04-2122 Ordering Construction of the Waterworks Park Improvements, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- X. Claims Report

PUBLIC FORUM

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

PUBLIC AND COUNCIL AGENDA ITEMS

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

- A. Presentation by Marjorie M. Albertsen - Donation to the New Grimes Library
- B. Grimes Volunteer Support Services Update – Jay Brewer
- C. Resolution 04-0622 Establishing Intent To Advance Donation of Hope Sports Plex
- D. Resolution 04-0322 Approving Scope of Services with DMACC for Lean Training.
- E. Proposal to Enter Into an Urban Renewal Loan Agreement
 - 1. Public Hearing on Proposal to Enter into an Urban Renewal Loan Agreement
 - 2. Resolution 04-0522 Taking Additional Action on Proposal to Enter into An Urban Renewal Agreement and Combining Certain Loan Agreements
- F. Setting a Public Hearing Amending Grimes Section 9-5-2 (1) With Regard to Water Service Rates, Section 9-10.4 (2) With Regard to Sewer Service Rates, Section 9-15-6 (1B) For Collection of Recyclable Materials and Section 9-13-9 (1) Solid Waste for April 26, 2022
- G. Second Reading of Ordinance 760 on Proposed Rezoning of Property Generally Located at the Southwest corner of NW 27th Street and North James Street from R-3 Medium Two or More-

Family Dwelling District and C-1 General Commercial District to R-3 Medium Two or More-Family Dwelling District

H. Public Hearing for the 2022 Asphalt Overlay Project

1. Resolution 04-0722 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the 2022 Asphalt Overlay Project
2. Resolution 04-0822 Making Award of Construction Contract for the 2022 Asphalt Overlay Project – InRoads, LLC of Des Moines, Iowa \$318,959.00
3. Resolution 04-0922 Authorizing Construction Contract and Bond for the 2022 Asphalt Overlay Project

I. Resolution-04-1722 Authorizing Purchase Agreement Negotiation – 309 E 1st Street

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, March 22, 2022

*Please note the regular City Council Meeting was held as an electronic and in person meeting. The meeting was called to order by Mayor Mikkelsen Tuesday March 22, 2022 at 5:30 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

Present: Mayor Scott Mikkelsen, Council Members: Eric Johansen, David Gisch, Andrew Borcharding, Ryan Burger, Laurie DePhillips

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Borcharding, Second by Johansen, to approve the agenda with one change by moving Item N on the Public Agenda to follow Item D.

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

CONSENT AGENDA

A. Minutes from previous meeting B. Resolution 03-2122 Approving Quotes and Bills Over \$10,000 C. ABD Renewal- El Huapango- 3600 SE Crossroads Dr. Class C Liquor License, Sunday Sales D. Resolution 03-2222 Approving Offer to Purchase – WRA Schaefer E. Resolution 03-2322 Approving Offer to Purchase – WRA Johnson F. Resolution 03-2622 Accepting Public Improvements in Autumn Park Plat 7 G. Resolution 03-2722 Setting a Public Hearing on Proposed Rezone of Property Generally Located at the Northwest Corner of SE 28th Street and Highway 141 From A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District for Rezone on April 26th, 2022 at 5:30 pm – generally referred to as MKEDS H. Resolution 03-2822 Assigning Address Grimes Acres Lot 7 I. Resolution 03-3022 Setting the Date for Public Hearing and Additional Action on Proposal to Enter into General Obligation Loan Agreement and to Borrow Money Thereunder for April 12, 2022 at 5:30 pm. J. Professional Services: a. Dorsey & Whitney LLP – Legal Services \$8,192.50 b. Christensen Development 1, LLC – Consultant for New Grimes Library \$10,000.00 c. Pay Request #10 Foth Infrastructure & Environment, LLC – James Street Corridor Study N 27th Street to S 37th Street \$2,180.50 d. Pay Request #15 Bolton & Menk, Inc for Highway 44 Corridor Study \$2,013.00 e. Pay Request #25 Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements \$8,550.50 f. Pay Request #5 to Bolton & Menk Inc. for 2021 Asphalt Overlay Project \$3,118.00 g. Pay Request #27 to McClure Engineering Company for Reverse Osmosis Water Treatment Plant – Phase 1 \$1,655.00 h. Pay Request #26 to McClure Engineering Company for the New 1.5 MG Elevated Storage Tower-Construction \$402.00 i. Pay Request #6 to ISG for Water Works Park Splash Pad \$72,000.00 j. I&S Group, Inc (ISG) Land Surveying for Disc Golf Course \$4,500.00 k. Impact 7G – Work for WRA Project \$3,800.00 l. Invision – New Grimes Library \$7,802.99 K. Change Orders: Change Order #1 S.J. Louis Construction for WRA Grimes Connector – Contract 1 decreasing the contract by -\$84,666.25 L. Resolution 03-3422 Approving Fiscal Year 2021-2022 Transfers M. Resolution 03-2522 Consent to Improvements Within Surface Water Flowage Easement for Lot 55 in Heritage Station Crossing Plat 1 - 1100 NE Cypress Circle N. Resolution 03-3622 Ordering Construction of the 2022 Asphalt Overlay Project, and Fixing a Date for Hearing Thereon and Taking of bids Therefor – Bid Date of April 5, 2022

at 10:30 A.M and Public Hearing and Award of Contract April 12, 2022 at 5:30 P.M. O. Finance Report for February 2022 P. Claims Report \$823,641.30

Motion by Gisch, Second by Borcharding, to approve the Consent Agenda.

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

PUBLIC FORUM – To Follow Item A on the Public and Council Agenda

PUBLIC AND COUNCIL AGENDA ITEMS

A. Resolution 03-3722 Accepting Donations – Hope -GrimesPlex

City Administrator Jake Anderson addressed the Council stating Hope Development proposed a 200-acre mixed use entertainment development named the Hope District. Anderson said initially, the plan was to donate the facility within 10 years of completion. He added that during this timeframe the developer would be collecting all revenue generated from the sports complex. Anderson stated that the Parks and Recreation Department would have gained access to portions of the facility in year 5 for recreation programming. Anderson stated the revised proposal maintains the 200-acre mixed use, however Hope Development will dedicate the 50-acre sports complex site, as well as gifting \$12,000,000 to the City to advance the construction of the sports complex. Anderson said the City would collect all revenue generated from the complex, and the Park and Recreation Department will gain immediate access to the facility for recreation programming. Anderson said the action before the Council would authorize engineering expenses to continue with plan development and require staff to report within 40 days on progress as well as committing to a workshop discussion to evaluate the detailed analysis of this proposal. The following residents addressed the Council regarding the project: Allen May, 608 NW 8th Street; James Abens, 2113 NW Sunset Ln; Clint Nelsen, 813 NE Bridge Court Crossing; Nick Reggio, 32251 200th; Courtney Strutt Todd, 2105 NW Sunset Ln; Charles Strutt, 2324 NW Gabus Dr.; Joe Herman, 308 NW 8th St.; Scott Weydert, 2605 NW Morningside Dr.; Isaac Cyr, 1709 NW Norton Ct; Scott Heitland, 1105 NW Prairie Creek Dr.; Ross Junge, 700 NE Bridge Park Place; Scott Vander Hart, 4721 76th St., Urbandale; Spencer Black, 101 NW 23rd Ct.; Janell Schlosser 2106 NE Park Dr.; Brian Buethe, 1404 NW Calista; Dan James; Martin Freuh, 313 SW Kennybrook Dr. Mayor Mikkelsen thanked everyone for their comments and appreciated the public input. Mayor Mikkelsen also thanked Reza Kargarzadeh, President and CEO of Hope Commercial, for offering the City this opportunity.

Motion by Burger, Second by Johansen, to approve Resolution 03-3722 Preliminarily Accepting Donations- Hope GrimesPlex

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

B. Budget Approval

City Administrator Jake Anderson told the Council that this will be the third review of the budget. Anderson said this proposal is unchanged from the recent workshop and this Resolution will be for the final adoption of that budget. Anderson added this budget decreases the property tax levy by .22 cents per \$1,000. of taxable value.

1. Public Hearing on the Fiscal Year 22-23 Budget

Mayor Mikkelsen opened the Public Hearing at 6:41pm. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 6:41 pm.

2. Resolution 03-0622 Approving Fiscal Year 22-23 Budget

Motion by Johansen, Second by Gisch, to approve Resolution 03-0622 Approving Fiscal Year 22-23 Budget.

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

C. Proposed Amendment to the Grimes Urban Renewal Area

Development Services Director Alex Pfaltzgraff advised the Council that this resolution is necessary to be able to include it in the Urban Renewal Area. He advised that this property is known as the Wallace Farm Project.

1. Public Hearing on proposed amendment to the Grimes Urban Renewal Area

Mayor Mikkelsen opened the Public Hearing at 6:45 pm. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 6:45 pm.

2. Resolution 03-2422 to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area.

Motion by Borcharding, Second by DePhillips, to approve Resolution 03-2422 to approve the Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

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

D. Grimes Public Library Elevator Project

City Engineer Matt Ahrens addressed the Council stating that the elevator bid had to be re-issued.

Ahrens stated that bid requests were sent to five different companies, and one bid was received. Ahrens stated the bid from Kone, Inc. came in at \$144,000, which is higher than estimated, but still within expectations due to the current economic environment.

1. Public Hearing on the Proposed Plans, Specifications, and Form of Contract for the New Grimes Public Library - Elevator Project

Mayor Mikkelsen opened the Public Hearing at 6:47 pm. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 6:47 pm.

2. Resolution 03-3122 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the New Grimes Public Library – Elevator Project.

Motion by Gisch, Second by Johansen, to approve Resolution 03-3122 to Approve Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Grimes Public Library – Elevator Project.

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

3. Resolution 03-3222 Making Award of Construction Contract for the New Grimes Public Library Elevator Project to Kone, Inc in the amount of \$144,000.00

Motion by Gisch, Second by Johansen, to approve Resolution 03-3222 Making Award of Construction Contract for the Grimes Public Library Elevator Project to Kone, Inc in the amount of \$144,000.00

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

4. Resolution 03-3322 Authorizing Construction Contract and Bond for the New Grimes Public Library Elevator Project.

Motion by Gisch, Second by Johansen, to approve Resolution 03-3322 to Authorize Construction Contract and Bond for the Grimes Public Library Elevator Project

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

N.(Moved Agenda Item N to follow Item D) James Point -Proposed Rezoning of Property

Generally Located at the Southwest Corner of NW 27th Street and North James Street from R-3 Medium Two or More-Family Dwelling District and C-1 General Commercial District to Medium Two or More-Family Dwelling District

Development Services Director Pfaltzgraff addressed Council regarding the request for rezone stating this property is located at the southwest corner of NW 27th Street and North James Street with a current zoning of R-3 Medium and C-1 Commercial. Pfaltzgraff said the developer is asking to rezone the property to R-3 Medium only. Pfaltzgraff said this concept shows one entrance off James Street and will feature 26 two story townhome units.

1. Public Hearing on Proposed Rezoning of Property Generally Located at the Southwest Corner of NW 27th Street and North James Street from R-3 Medium Two or More-Family Dwelling District and C-1 General Commercial District to R-3 Medium Two or More-Family Dwelling District

Mayor Mikkelsen opened the Public Hearing at 6:52 pm. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 6:52 pm.

2. Ordinance #760 First Reading on Proposed Rezoning of Property Generally Located at the Southwest Corner of NW 27th Street and North James Street from R-3 Medium Two or More-Family Dwelling District and C-1 General Commercial District to R-3 Medium Two or More-Family Dwelling District

Motion by Johansen, Second by Borcharding, to approve the First Reading of Ordinance 760 to Rezone Property Generally Located at the Southwest Corner of NW 27th Street and North James Street from R-3 Medium Two or More-Family Dwelling District and C-1 General Commercial District to R-3 Medium Two or More-Family Dwelling District

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

E. Resolution 03-3522 Authorizing Development Agreement Negotiation – Rock Creek Investments Medical Park

Development Services Director Pfaltzgraff stated that Rock Creek Investments is locally based and specializes in developing medical campuses and office parks. Pfaltzgraff said that Rock Creek Investments wishes to enter into a Development Agreement with the City for a proposed 85,000 square foot office space and medical facility on a 30-acre parcel located at the corner of SE 37th and 100th Street. Kevin Ward, the Administrative Manager for Rock Creek Investments introduced his associates, Dr. Chinedu Nwosa, as well as Randy Minear, President of Terrus Group. Ward said they look forward to this opportunity to work with the City to bring this facility to the community.

Motion by Gisch, Second by Burger, to approve Resolution 03-3522 Authorizing the Development Agreement Negotiation- Rock Creek Investments.

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

F. Grimes Tree Farm – Site Plan Amendment

Development Services Director Pfaltzgraff advised the Council that the applicant is requesting approval of a site plan amendment to the Bentley Ridge Tree Farm and Nursery to construct a new greenhouse located at 4400 West 1st Street. Pfaltzgraff said this will provide an additional 11,700 square foot greenhouse and provide additional parking spaces to the north and east portions of the site. Pfaltzgraff said the site is located withing the C-2 Zoning District and the Transportation Corridor Mixed Use Development Overlay District.

Motion by Johansen, Second by Gisch, to approve the Grimes Tree Farm- Site Plan Amendment.

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

G. Willow Hills North – Preliminary Plat

Development Services Director Pfaltzgraff stated that the applicant is requesting approval of a preliminary plat for the Willow Hills North development to allow for the future subdivision of the 40-acre property. He said this development is located north of NW 27 Street and is just north of the Willow Hills subdivision. Pfaltzgraff stated that the plat will consist of 91 single-family lots and 7.5 acres for parkland with a detention pond.

Motion by Johansen, Second by Gisch, to approve Willow Hills North Preliminary Plat.

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

H. West Metro Industrial – Preliminary Plat

Development Services Director Pfaltzgraff advised the Council that the applicant is requesting approval of a preliminary plat for West Metro Industrial to allow for the future subdivision of the 78.64-acre property. Pfaltzgraff said the land is located south of SE 37th Street and east of Prairie Business Park with a current zoning of M-1A. Pfaltzgraff said the plat will consist of four lots for industrial development and two public streets to be dedicated to the City with the final plat.

Motion by Borcharding, Second by DePhillips, to approve the West Metro Industrial Preliminary Plat.

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

I. West Metro Industrial – Site Plan

Development Services Director Pfaltzgraff said the applicant is requesting approval of a site plan that will allow for the construction of a 270,000 square foot flex industrial warehouse building located south of SE 37th and east of Prairie Business Park.

Motion by Gisch, Second by DePhillips, to the West Metro Industrial Site Plan.

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

J. Walmart Site Plan Amendment

Development Services Director Pfaltzgraff said that in order to continue to address the growing online ordering and pick up services, Walmart is requesting a site plan amendment. This site plan amendment is to build a 980 square foot addition to the online grocery pickup building. Pfaltzgraff said the site is located within the C-2 Zoning District and the Highway 141 Mixed Use Development Overlay District, Zone 1. Pfaltzgraff said the Walmart colors and logo requirements are in compliance with City requirements.

Motion by Gisch, Second by Burger, to approve the Walmart site plan amendment.

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

K. 3600 SE Mieke Drive Site Plan

Development Services Director Pfaltzgraff advised the Council that the applicant is requesting approval of a site plan for an 8,092 square foot multiuse commercial building located at 3600 SE Mieke Drive. Pfaltzgraff said this is located within the M-2 Zoning District and the Transportation Corridor Mixed Use Development Overlay District. Pfaltzgraff noted that this site has several challenging aspects due to a large amount of utility and sanitary easements in addition to creek and floodplain permitting requirements.

Motion by Johansen, Second by Borcharding, to approve the 3600 SE Mieke Drive Site Plan.

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

L. 2100 SE 44th Court – Site Plan Amendment

Development Services Director Pfaltzgraff said this applicant is requesting to build an additional 6,720 square foot office and warehouse building on their current site. Pfaltzgraff stated the new building would be located on the south side of the current site.

Motion by Johansen, Second by Borcharding, to approve 2100 SE 44th Court Site Plan Amendment.

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

M. Destination Ridge Plat 7 Preliminary Plat

Development Services Director Pfaltzgraff advised the Council that this development is located east of SE Destination Drive and north of the Reserve at Destination Pointe. Pfaltzgraff stated that the plat will consist of 8 commercial lots, with frontage along SE Destination Drive, and future SE 3rd Street.

Pfaltzgraff said there is one conceptual site plan for the preliminary plat under review, which is currently shown as Lot 1 within the subdivision. He added that no additional public streets are proposed within the development, and all lots will be accessed by shared driveways covered by ingress/egress easements.

Pfaltzgraff noted that the rezone ordinance requires lots along SE Destination Drive to meet Highway 141 Zone 2 architecture and landscape standards.

Motion by Johansen, Second by Borcharding, to approve Destination Ridge Plat 7 Preliminary Plat.

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

N. Resolution 03-2922 Approving Princeton Subdivision Plat 4 Final Plat

Development Services Director Pfaltzgraff advised the Council the applicant is requesting approval of a final plat, which will allow for the subdivision of the property located at the northwest corner of SE 19th Street and NE Destination Drive. Pfaltzgraff said the proposed preliminary plat will provide for two lots approximately 1.21 acre and 0.56 acres in size. The property has already been developed with two buildings, each on their own lot.

Pfaltzgraff noted that in December 2021, the Board of Adjustment granted a variance for this project to allow the creation of a lot less than one acre within the Highway 141 Corridor District. Pfaltzgraff said the final plat is consistent with the preliminary plat and has access from one shared driveway off SE Destination Drive.

Motion by Gisch, Second by Burger, to approve Resolution 03-2922 Approving Princeton Subdivision Plat 4 Final Plat.

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

ADJOURN

Motion by Gisch, Second by Johansen, to adjourn the meeting at 7:33 p.m.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



*101 North East Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

PROCLAMATION FOR ARBOR DAY

WHEREAS, The City of Grimes strives to maintain a healthy natural environment for its citizen and Guests: and

WHEREAS, The Urban Forest is one of Grimes most valuable natural resources that increases property values, decreases energy costs, improves air and water quality, reduces storm water runoff, and decreases soil erosion; and

WHEREAS, The Urban Forest reduces noise levels, creates wildlife habitat, increases recreational opportunities, improves health and well-being, increases community pride, and helps make our community a more pleasant place to live and work; and

WHEREAS, The protection and preservation of our urban forest, for the benefit of citizenry today and future generations, depends on the City of Grimes; and

WHEREAS, The City of Grimes desires to continue or reforestation and management programs toward ensuring the future of our Urban Forest Trees

Now, therefore I, Mayor Scott Mikkelsen, on behalf of the City Council and the citizens of Grimes, do hereby proclaim the last Friday in April as Arbor Day and urge the citizens of Grimes to recognize Arbor Day and to support efforts to plant, maintain, and celebrate our urban forest.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Grimes, Iowa to be affixed this 12th day of April, 2022.

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

Council Meeting April 12, 2022

ABD OWNERSHIP UPDATE

1. **Casey's General Store:** 206 E. 1st Street: Class E Liquor License, Class B Wine, Class C Beer, Sunday Sales

ABD LICENSE RENEWAL

2. **Hacienda Vieja (Plaza Tapatia):** 200 SE Gateway Dr.: Class C, and Sunday Sales



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

CASEY'S MARKETING
COMPANY

NAME OF BUSINESS(DBA)

CASEY'S GENERAL STORE
#2520

BUSINESS

(515) 986-5969

ADDRESS OF PREMISES

206 E 1ST ST

CITY

Grimes

COUNTY

Polk

ZIP

50111

MAILING ADDRESS

PO Box 3001

CITY

Ankeny

STATE

Iowa

ZIP

50021

Contact Person

NAME

Madison Paulson

PHONE

(515) 381-5974

EMAIL

madi.paulson@caseys.com

License Information

LICENSE NUMBER

LE0003082

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

June 1, 2022

TENTATIVE EXPIRATION DATE

May 31, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
BRIAN JOHNSON	JOHNSTON	Iowa	50131	VICE PRESIDENT	0.00	Yes
DOUGLAS BEECH	ANKENY	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	ANKENY	Iowa	50021	PRESIDENT	0.00	Yes
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Hacienda Vieja / Plaza Tapatia

Establishment Address: 200 SE Gateway Dr. #105

License Class: A ☐ B ☐ C ☒ E ☐ (All that apply)

Privileges: Outdoor Service ☐ Sunday Sales ☒ Catering ☐ (All that apply)

New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: 3/30/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: [Signature]

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: [Signature]



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Plaza Tapatia INC.

NAME OF BUSINESS(DBA)

Plaza Tapatia

BUSINESS

(319) 239-3212

ADDRESS OF PREMISES

200 SE Gateway Drive

CITY

Grimes

COUNTY

Polk

ZIP

50111

MAILING ADDRESS

1211 Second Street

CITY

Perry

STATE

Iowa

ZIP

50220

Contact Person

NAME

Salvador Lepe

PHONE

(319) 239-3212

EMAIL

osvaldogalvanlepe54@hotmail.com

License Information

LICENSE NUMBER

LC0043360

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Apr 24, 2022

TENTATIVE EXPIRATION DATE

Apr 23, 2023

LAST DAY OF BUSINESS

SUB-PERMIT

Class C Liquor License



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Salvador Lepe	Perry	Iowa	50220	President	34.00	Yes
Raul Galvan	Fort Dodge	Iowa	50501	Treasurer	33.00	Yes
Oswaldo Galvan	Chariton	Iowa	50049	Vice President	33.00	Yes
Edward Prusiner	Grimes	Iowa	50111			
edward pruisner	Perry	Iowa	50220			
Amanda Bakker						

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Illinois Casualty Co	Apr 24, 2022	Apr 23, 2023
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

March 23, 2022

VIA E-MAIL

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2022A

Dear Jake:

I am writing to explain our role as Bond Counsel for the City's proposed General Obligation Corporate Purpose Bonds, Series 2022A (the "Bonds") to finance various projects. It is our understanding that the City will issue the Bonds in the approximate principal amount of \$6,680,000 into the municipal bond market, through a competitive sale to be facilitated by the City's municipal advisor, PFM Financial Advisors LLC (the "Municipal Advisor").

As Bond Counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the Bonds. In serving the City as Bond Counsel, we will prepare appropriate resolutions, notices, agreements, filings and certificates, consult with the Municipal Advisor, and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the issuance of the Bonds, assuming the proper conditions are in place, we will deliver our opinion that (1) the Bonds are valid and binding general obligations of the City and (2) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

We have also been asked to serve as Disclosure Counsel in order to assist with securities regulatory compliance for the offering of the Bonds. As Disclosure Counsel we will prepare the body of the Official Statement which will be necessary for the sale of the Bonds and consult and advise on related disclosure and continuing disclosure matters. We will perform "due diligence" functions and perform certain other functions as may be necessary to fulfill our responsibilities as Disclosure Counsel. We will not be responsible for the preparation of Appendix A to the Official Statement, but we will coordinate with the Municipal Advisor as they work with you to prepare that portion of the document.

In performing our services as Bond Counsel and Disclosure Counsel, our sole client in this matter will be the City of Grimes. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Page 2

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the project, and (iv) the responsibilities we assume, we estimate that our aggregate fees and expenses for legal services as Bond Counsel and Disclosure Counsel for the issuance of the Bonds will not exceed \$26,000.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and either fax an executed copy of this letter to our office at (515) 283-1060 or scan and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/sl

I understand and agree to the arrangements stated above.

CITY OF GRIMES, IOWA

BY: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

Date: _____

CITY OF GRIMES

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING:

A resolution taking additional action on proposals to enter into an Urban Renewal Loan Agreement and combining certain Loan Agreements

SYNOPSIS:

Section 384.24A of the Code of Iowa requires that the City Council hold a hearing and then take "additional" action on a proposal to issue debt to be repaid with property tax revenues. This resolution is that "additional" action and is necessary to advance the CIP for FY23. The proposed loans include \$700,000 for undertaking improvements & repairs to municipal facilities and recreation trails, and acquiring & installing security systems, another \$5,400,000 for infrastructure and signalization projects, and the capital equipment for public works, and an additional \$1,200,000 for the Wallace Farm Park Project. The numbers referenced here include the cost of issuance.

FISCAL IMPACT:

The proposed resolution is necessary to advance the CIP for FY23, including the Wallace Farm Park area.

PREVIOUS COUNCIL ACTION(S):

The Council set a date and time for a public hearing on this proposed resolution at their regular meeting on March 22, 2022.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

MINUTES TO HOLD HEARING ON
LOAN AGREEMENT AND COMBINE
LOAN AGREEMENTS

419952-85

Grimes, Iowa

April 12, 2022

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

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a Urban Renewal Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$1,200,000, the City Clerk announced that no petition had been filed asking that the question of entering into this loan agreement be submitted to the registered voters of the City and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

After due consideration and discussion, Council Member _____ introduced the following resolution 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.

• • • • •

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

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

RESOLUTION NO.04-0522

Resolution taking additional action on proposal to enter into an Urban Renewal Loan Agreement and combining certain Loan Agreements

WHEREAS, the City of Grimes (the "City"), State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$5,400,000 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; (2) acquiring and installing street lighting, signage and signalization improvements; and (3) acquiring vehicles and equipment for the municipal public works/street department, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on March 8, 2022; 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 \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) undertaking improvements and extensions to municipal recreation trails; (2) undertaking improvements and repairs to municipal facilities; and (3) acquiring and installing security systems improvements for 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 8, 2022, 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" and together with the Essential Purpose Loan Agreement, and the General Purpose Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed \$1,200,000, 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 the Wallace Farm Park Project, an urban renewal project in the Grimes Urban Renewal Are authorized by action of the City Council March 22, 2022, 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 April 12, 2022, 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, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority under the Loan Agreements and to enter into a single loan agreement (the "Loan Agreement");

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

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Corporate Purpose Bonds, Series 2022A (the "Bonds") be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting scheduled for May 10, 2022.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 12, 2022.

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 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 relating to public hearings and additional action on the proposal to enter into a certain Loan Agreement and combining Loan Agreements, 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 _____, 2022.

City Clerk Rochelle Williams

April 7, 2022

Via Email

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: General Obligation Loan Agreements/Series 2022A Bonds
Our File No. 419952-85

Dear Jake:

We have prepared and attach proceedings related to the action to be taken on the City's General Obligation Loan Agreements (the "Loan Agreements") at the April 12th City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Loan Agreements and combining the Loan Agreements into a single loan agreement (the "Loan Agreement"). This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the statute.

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

The minutes as drafted assume that no petition will be filed asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City. If such petition is filed, please contact us right away.

As soon as these proceedings are completed, please return one fully executed copy of all of the completed pages in these proceedings.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me

Best regards,

John P. Danos

Attachments

cc: Rochelle Williams
Alex Pfaltzgraff
PFM Financial Advisors, LLC
Diana VanVleet

BRADSHAW FOWLER
PROCTOR & FAIRGRAVE
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

March 28, 2022

Invoice Number: 281968

Federal ID: 42-1378302

Matter: 20632.1

City of Grimes
Jake Anderson
101 NE Harvey Street
Grimes, IA 50111

RE: City of Grimes - Library Construction Manager Contract

FOR PROFESSIONAL SERVICES RENDERED THROUGH February 28, 2022

01/30/22	SMO	Reviewed information about an issue with the Schindler bid and made plans for further review;	0.30	75.00
01/31/22	BJK	Review and analyze legal issue involving elevator contractor and public bidding;	0.20	42.00
01/31/22	BJK	Research Iowa's public bidding statute and case law addressing contingent award of bid subsequently revoked and awarded to another bidder;	1.60	336.00
02/01/22	BJK	Research public bidding process for City of Grimes on elevator project and potential resolutions they have to impasse;	0.90	189.00
02/01/22	SMO	Analysis of options available to the City re the Schindler bid qualifications;	0.30	75.00
02/08/22	SMO	Reviewed information from BJ Frideres re an additional question on options for letting bids for the elevator package and prepared instructions for further analysis;	0.30	75.00
02/08/22	SMO	Analysis of the status of revisions to the architect's contract to conform to the new construction manager format and followed up with Jake Anderson;	0.30	75.00
02/09/22	BJK	Phone call discussing second issue with bids and probability that city needs to rebid the elevator project;	0.70	147.00

PLEASE REMIT PAYMENT TO DES MOINES OFFICE:
801 GRAND AVENUE, SUITE 3700 • DES MOINES, IOWA 50309-8004
PHONE (515) 243-4191 • FAX (515) 246-5808
www.bradshawlaw.com

City of Grimes
Invoice No. 281968

Page 2
March 28, 2022

Summary of Services

Kenkel, Benjamin J.	Associate	3.40	210.00	714.00	
O'Brien, Sean M	Shareholder	1.20	250.00	300.00	
Total Services					\$1,014.00

TOTAL DUE THIS MATTER

\$1,014.00

MAILING: 10746 Cedar Ridge Ct
Peosta, IA 52068

Invoice

Date	Invoice #
3/1/2022	03-12072

Bill To
City of Grimes 101 NE Harvey St. Grimes, IA 50111

P.O. No.	Terms
Drying bed #1	Net 30

Quantity	Description	Rate	Amount
1	Sludge Removed from drying bed #1	40,000.00	40,000.00

A service charge of 1.5% will be charged to all accounts over 30 days. This is an annual rate of 18%.

Federal Tax ID Number: 42-1510645

Total	\$40,000.00
Balance Due	\$40,000.00

Christensen Development 1, LLC
215 East 3rd Street, Suite 300
Des Moines, IA 50309 US
quickbooks@bergankdv.com

Invoice

BILL TO

City of Grimes
Attn: Jake Anderson
410 SE Main
Grimes, IA 50111

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1297	04/01/2022	\$10,000.00	05/01/2022	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Consulting	March 2022	1	10,000.00	10,000.00

BALANCE DUE

\$10,000.00

350-410-6490

Purchase Order

PO Number: **9903**

Grimes Public Library
200 N James St.; Grimes, IA 50111

Date: 4-1-22

Pay To: Christensen Development

Invoice: 1297

Total Amount: \$ 10,000.00

Account Number	Account Name	Amount	Description
002-410-6230	Training/ Mtg/Conf		
002-410-6310	Building Maint.		
002-410-6320	Grounds Maint.		
002-410-6371	Electric/Gas		Utilities
002-410-6373	Telephone/ Comm.		Phone/Internet
002-410-6404	Collections		Collection Services
002-410-6409	Janitorial		Cleaning
002-410-6419	Technology		
002-410-6502	Material Acquisition		Materials
002-410-6506	Office Expense		
002-410-6510	Safety Equipment		
002-410-6511	Program Supplies		Programming supplies
002-410-6770	Architect		
Special Appropriations			
167-410-6502	Special - Appropriations		
350-410- 6490	Lib. Bldg. Other Prof.	10,000.00	Bldg. consulting

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Iowa Highway 141 SB & Iowa Highway 44 Traffic Signal and Turn Lane Imprv
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 339-210-6407 **Finance Project #**
Vendor Project or Invoice #: 120.0457.01 **PO #**
Original Contract Date: April 28, 2020 **Vendor #** 2031

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: January 1, 2022 Through: February 28, 2022

Contract Summary

Original Contract Amount:	\$	47,950.00	
Net change by Change Orders:	\$	20,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	67,950.00	
Total completed and stored to date:	\$	63,161.08	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	63,161.08	
Less previous applications for payment:	\$	54,849.44	
SUBTOTAL			\$ 8,311.64
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 8,311.64
Balance to finish, including retainage:	\$	4,788.92	

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.

Firm Name

Signature

Date

Engineer / Consultant Approval:

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	August 31, 2020	\$ 37,971.11
2	October 13, 2020	\$ 4,402.00
3	September 14, 2021	\$ 5,576.89
4	February 8, 2022	\$ 6,899.44
5	22	
6		
7		
8		
9		
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11		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
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47		
48		
49		
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51		
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66		
67		
68		
69		
70		

TOTAL \$ 54,849.44

Record of Change Orders

No.	Date	Amount
1	9-14-21	20,000.00
2		
3		
4		
5		
6		
7		
8		
9		
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23		
24		
25		

TOTAL \$ 20,000.00

Please update Payment Application Sheet

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: 4-28-20
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: _____
 Time Used to Date: _____
 Contract Time Remaining: _____



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 31, 2022

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

Invoice No: 120.0457.01 - 5

Finance Budget Code 339-210-6407
Snyder Vendor # 2031

Email mahrens@grimesiowa.gov

Project 120.0457.01 IA Hwy 141 SB & IA Hwy 44 Traffic Signal and Turn Lane Improvments

Professional Services through February 28, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	47,950.00	47,950.00
Limit			47,950.00
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	3.00	209.00	627.00
Engineer VII	20.50	165.00	3,382.50
Engineer VI	4.00	157.00	628.00
Project Manager VI	5.00	157.00	785.00
Engineer V	2.25	146.00	328.50
Engineer IV	1.00	136.00	136.00
Technician VII	12.00	109.00	1,308.00
Technician III	14.00	72.00	1,008.00
Total Services	61.75		8,203.00
Total Services			8,203.00

Employee Mileage	43.68
Total Expenses	43.68

Fleet Mileage	64.96
---------------	-------

Billing Limits	Current	Prior	To-Date
Total Billings	8,311.64	6,899.44	15,211.08
Limit			20,000.00
Remaining			4,788.92
Phase Subtotal			\$8,311.64

Amount Due this Invoice \$8,311.64

	Total	Prior	Current
Billings to Date	63,161.08	54,849.44	8,311.64

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

Project	120.0457.01	Grimes-IAHwy141SB&IAHwy44TraffSignTurnLa	Invoice	5
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox



April 1, 2022

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

RE: PROGRESS REPORT NO. 5
IA HWY 141 SB & IA HWY 44 TRAFFIC SIGNAL PROJECT
PROJECT NO.: 120.0457.01

Dear Mr. Ahrens:

This is the fifth progress report for the above-referenced project. This report covers work from January 1, through February 28, 2022. During this period, the traffic signal was turned on and a walk-through was completed. This invoice also includes some previous time that was assigned to other tasks, prior to January. The work remaining includes final pay application and change order once the pavement markings have been completed.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

Todd Knox
Project Manager

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Traffic Signal Network Communication Project
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 340-230-6407 **Finance Project #**
Vendor Project or Invoice #: 121.0846.01 **PO #**
Original Contract Date: August 10, 2021 **Vendor #** 2031

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: February 1, 2022 Through: February 28, 2022

Contract Summary

Original Contract Amount:	\$	147,300.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	147,300.00	
Total completed and stored to date:	\$	48,907.50	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	48,907.50	
Less previous applications for payment:	\$	40,492.50	
SUBTOTAL	\$		8,415.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,415.00

Balance to finish, including retainage: \$ 98,392.50

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: 3/25/22

Engineer / Consultant Approval:
Signature: _____ Date: _____

City of Grimes Staff Approval: Matt Ahrens Date: 4-7-22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2022	\$ 26,632.50
2	March 8, 2022	\$ 13,860.00
3		\$ -
4		
5		
6		
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9		
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Previous Applications for Payment

No.	Date	Amount
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37		
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67		
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70		

TOTAL \$ 40,492.50

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
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9		
10		
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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: August 10, 2021
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



March 25, 2022

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

RE: PROGRESS REPORT NO. 3
TRAFFIC SIGNAL NETWORK COMMUNICATION PROJECT
PROJECT NO.: 121.0846.01

Dear Mr. Ahrens:

This is the third progress report for the above-referenced project. This report covers work from February 1st through February 28th, 2022. During this period, we addressed additional comments received from the DOT on the plans and continued work on the concepts of operations, system requirements, and request for proposals.

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

March 29, 2022

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

Invoice No: 121.0846.01 - 3

Finance Budget Code 340-230-6407

Project 121.0846.01 Traffic Signal Network Communication Project

Professional Services through February 28, 2022

Basic Services

	Hours	Rate	Amount	
Engineer VII	51.00	165.00	8,415.00	
Total Services	51.00		8,415.00	
Total Services				8,415.00
Billing Limits	Current	Prior	To-Date	
Total Billings	8,415.00	40,492.50	48,907.50	
Limit			94,550.00	
Remaining			45,642.50	
Phase Subtotal				\$8,415.00

Construction Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			52,750.00	
Remaining			52,750.00	
Phase Subtotal				0.00

Amount Due this Invoice \$8,415.00

Billings to Date	Total	Prior	Current
	48,907.50	40,492.50	8,415.00

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



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

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 40
PAYMENT PERIOD: From: February 20, 2022 Through: March 19, 2022

Contract Summary

Original Contract Amount:	\$	882,000.00	
Net change by Change Orders:	\$	626,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		1,508,000.00
Total completed and stored to date:	\$	614,769.68	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		614,769.68
Less previous applications for payment:	\$		587,381.08
SUBTOTAL			\$ 27,388.60

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 27,388.60

Balance to finish, including retainage: \$ 893,230.32

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

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

Previous Applications for Payment

No.	Date	Amount
36	December 14, 2021	\$ 10,413.05
37	January 11, 2022	\$ 70,000.00
38	February 8, 2022	\$ 18,414.00
39	March 8, 2022	\$ 13,086.08
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TOTAL \$ 587,381.08

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	\$ -
2	October 27, 2020	\$ 66,000.00
3	December 14, 2021	\$ 560,000.00
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TOTAL \$ 626,000.00

Contract Time Remaining

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

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

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

March 25, 2022
Project No: 128108
Invoice No: 3

Project Manager H. Veenstra Jr.

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

Professional Services from February 20, 2022 to March 19, 2022

Professional Personnel

	Hours	Rate	Amount	
Management I	6.00	186.00	1,116.00	
Clerical II	10.50	70.00	735.00	
Clerical III	24.50	60.00	1,470.00	
Clerical IV	1.00	53.00	53.00	
Process Engineer I	14.00	203.00	2,842.00	
Engineer III-B	5.00	128.00	640.00	
Engineer V	139.00	113.00	15,707.00	
Engineer X	1.50	83.00	124.50	
Drafter IA	6.50	107.00	695.50	
Drafter II	3.50	94.00	329.00	
Construction Manager	1.00	180.00	180.00	
Surveyor I	1.50	127.00	190.50	
Technician I	7.00	93.00	651.00	
Technician II	1.50	86.00	129.00	
Technician III	.50	79.00	39.50	
Technician IV	4.00	77.00	308.00	
Technician VI	23.00	65.00	1,495.00	
Totals	250.00		26,705.00	
Total Labor				26,705.00

Unit Billing

Drone	37.50	
Mileage	161.46	
Mileage	194.22	
Mileage	23.40	
Printing	6.56	
Duplication	50.46	
Robotics	90.00	
Robotics	120.00	
Total Units	683.60	683.60

Project	128108	WRA Connector - Phase 2 - CS		Invoice	3
Billing Limits		Current	Prior	To-Date	
Total Billings		27,388.60	14,381.08	41,769.68	
Limit				900,000.00	
Remaining				858,230.32	
			Total this Invoice		\$27,388.60

Billings to Date

	Current	Prior	Total
Labor	26,705.00	13,921.50	40,626.50
Expense	0.00	426.23	426.23
Unit	683.60	33.35	716.95
Totals	27,388.60	14,381.08	41,769.68

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: KennyBrook South Detention Basin Improvements
Contractor: Nilles Associates, Inc.
Address: 1250 SW State Street, Suite A, Ankeny, IA 50023
Finance Budget Code: 319-865-6407 **Finance Project #** _____
Vendor Project or Invoice #: 20160.08 **PO #** _____
Original Contract Date: October 13, 2020 **Vendor #** 3129

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: January 1, 2022 Through: February 28, 2022

Contract Summary

Original Contract Amount:	\$	58,500.00	
Net change by Change Orders:	\$	94,060.00	
Contract Amount to Date: (line 1 ± 2)	\$		152,560.00
Total completed and stored to date:	\$	147,162.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		147,162.50
Less previous applications for payment:	\$		143,332.50
SUBTOTAL	\$		3,830.00

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,830.00

Balance to finish, including retainage: \$ 5,397.50

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: Nilles Associates, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval:

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	February 23, 2021	\$ 40,875.00
2	May 11, 2021	\$ 17,602.50
3	July 13, 2021	\$ 26,202.50
4	September 14, 2021	\$ 5,570.00
5	November 9, 2021	\$ 30,317.50
6	December 14, 2021	\$ 15,477.50
7	February 22, 2022	\$ 7,287.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 143,332.50

Record of Change Orders

No.	Date	Amount
1	June 8, 2021	\$ 94,060.00
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TOTAL \$ 94,060.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	OCT. 13, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

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.: Matt Ahrens
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 3/10/2022
Billing Period: 01/01/22-02/28/22

Invoice No: 20160.08
Project No: 20160

Project: Kennybrook South Wetland Project

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer V	11.5	\$115.00	\$1,322.50	
Engineer II	29.5	\$85.00	<u>\$2,507.50</u>	
	Subtotal:		\$3,830.00	<u>\$3,830.00</u>
Total Due this Invoice:				\$3,830.00

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Annual Stormwater - Silkwood Area Drainage Improvements

Contractor: Nilles Associates, Inc.

Address: 1250 SW State Street, Suite A, Ankeny, IA 50023

Finance Budget Code: 307-865-6407

Finance Project # _____

Vendor Project or Invoice #: 21126.03

PO # _____

Original Contract Date: April 27, 2021

Vendor # 3129

Date of Council Meeting: April 12, 2022

PAYMENT REQUEST # 3

PAYMENT PERIOD: From: November 1, 2021 Through: February 28, 2022

Contract Summary

Original Contract Amount: \$ 4,800.00

Net change by Change Orders: \$ 73,450.00

Contract Amount to Date: (line 1 ± 2) \$ 78,250.00

Total completed and stored to date: \$ 78,250.00

Retainage: 0 % of Completed Work: \$ -

Total Earned less Retainage: \$ 78,250.00

Less previous applications for payment: \$ 58,587.50

SUBTOTAL \$ 19,662.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 19,662.50

Balance to finish, including retainage: \$ -

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: Nilles Associates, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval:

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 14, 2021	\$ 25,107.50
2	December 14, 2021	\$ 33,480.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 58,587.50

Record of Change Orders

No.	Date	Amount
1	June 22, 2021	\$ 23,800.00
2	September 28, 2021	\$ 49,650.00
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TOTAL \$ 73,450.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	APR. 27, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

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.: Matt Ahrens
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 3/10/2022
Billing Period: 11/01/21-02/28/22

Invoice No: 21126.03
Project No: 21126

Project: Annual Stormwater - Silkwood Area Drainage Improvements

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer V	57.0	\$115.00	\$6,555.00	
Engineer III	26.5	\$95.00	\$2,517.50	
Land Surveyor VI	1.0	\$125.00	\$125.00	
Technician V	133.5	\$85.00	\$11,347.50	
Technician IV	1.0	\$75.00	<u>\$75.00</u>	
	Subtotal:		\$20,620.00	\$20,620.00
		Not to Exceed:		<u>-\$957.50</u>
	Total Due this Invoice:			\$19,662.50

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Jacob St. and SE Trail Ridge Rd. Water Main Design and Bidding Services
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 352-810-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 23, 2021 **Vendor #** 3134

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: January 23, 2022 Through: March 19, 2022

Contract Summary

Original Contract Amount:	\$	85,040.00	
Net change by Change Orders:	\$	78,810.00	
Contract Amount to Date: (line 1 ± 2)	\$	163,850.00	
Total completed and stored to date:	\$	156,587.84	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	156,587.84	
Less previous applications for payment:	\$	150,171.14	
SUBTOTAL	\$	6,416.70	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	6,416.70	
Balance to finish, including retainage:	\$	7,262.16	

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:

MSA Professional Services, Inc.

Firm Name

Signature

03/29/2022

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	May 11, 2021	\$ 26,691.94
2	June 8, 2021	\$ 23,769.70
3	July 13, 2021	\$ 13,654.00
4	September 14, 2021	\$ 12,510.00
5	September 28, 2021	\$ 5,430.00
6	October 26, 2021	\$ 8,658.10
7	November 23, 2021	\$ 22,418.30
8	January 11, 2022	\$ 29,816.10
9	February 8, 2022	\$ 7,223.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 150,171.14

Record of Change Orders

No.	Date	Amount
1	September 14, 2021	\$ 78,810.00
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TOTAL \$ 78,810.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 23, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Grimes
410 SE Main Street #102
Grimes, IA 50111

March 28, 2022

Invoice No: R09410008.0 - 5

Project Manager 00-50-203
Client Liaison Nichole Sungren
Nichole Sungren

AMOUNT DUE THIS INVOICE: \$6,416.70

Project R09410008.0 Grimes IA SE Jacob Water Main CRS
Professional Services from January 23, 2022 to March 19, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	13,130.00	94.00	12,342.20	11,160.50	1,181.70
Construction Staking	8,260.00	100.00	8,260.00	8,260.00	0.00
Constr. Observation	56,300.00	94.00	52,922.00	47,855.00	5,067.00
Post Construction	1,120.00	90.00	1,008.00	840.00	168.00
Total Fee	78,810.00		74,532.20	68,115.50	6,416.70
Total Fee					6,416.70
AMOUNT DUE THIS INVOICE:					\$6,416.70

For ACH notification, remit to:

ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Jacob St. and Reconstruction and Storm Sewer Design and Bidding Services
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: xxx-xx-xxxx **Finance Project #**
Vendor Project or Invoice #: 366-210-6467 **PO #**
Original Contract Date: January 11, 2022 **Vendor #** 3134

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: January 11, 2022 Through: March 19, 2022

Contract Summary

Original Contract Amount:	\$	78,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	78,600.00	
Total completed and stored to date:	\$	71,600.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	71,600.00	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 71,600.00
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 71,600.00
Balance to finish, including retainage:	\$	7,000.00	

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:

MSA Professional Services, Inc.

Firm Name

Signature

3/29/2022

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
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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: January 11, 2022
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Grimes
410 SE Main Street #102
Grimes, IA 50111

March 28, 2022

Invoice No: R09410012.0 - 1

Project Manager 00-50-203
Client Liaison Nichole Sungren
Nichole Sungren

AMOUNT DUE THIS INVOICE: \$71,600.00

Project R09410012.0 Grimes IA Jacob St. Reconstruction and Stormwater
Professional Services from January 11, 2022 to March 19, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Mapping/Utility Review	2,000.00	100.00	2,000.00	0.00	2,000.00
Stormwater Review	5,000.00	100.00	5,000.00	0.00	5,000.00
Prelim Design	42,100.00	100.00	42,100.00	0.00	42,100.00
Final Design	15,000.00	90.00	13,500.00	0.00	13,500.00
Bidding	4,500.00	0.00	0.00	0.00	0.00
Project Admin	10,000.00	90.00	9,000.00	0.00	9,000.00
Total Fee	78,600.00		71,600.00	0.00	71,600.00
Total Fee					71,600.00
AMOUNT DUE THIS INVOICE:					\$71,600.00

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Sports Complex Parking Lot Improvements
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 347-431-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 11, 2021 **Vendor #** 3134

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: January 23, 2022 Through: March 19, 2022

Contract Summary

Original Contract Amount:	\$	45,950.00	
Net change by Change Orders:	\$	33,930.00	
Contract Amount to Date: (line 1 ± 2)	\$	79,880.00	
Total completed and stored to date:	\$	79,224.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	79,224.10	
Less previous applications for payment:	\$	78,672.80	
SUBTOTAL	\$		551.30

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 551.30

Balance to finish, including retainage: \$ 655.90

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Firm Name

Nichole Jungren

03/29/2022

Signature

Date

City of Grimes Staff Approval:

Matt Ahrens

4-7-22

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	June 8, 2021	\$ 2,350.00
2	July 13, 2021	\$ 16,230.00
3	September 14, 2021	\$ 19,385.00
4	September 28, 2021	\$ 7,985.00
5	October 26, 2021	\$ 18,038.40
6	November 23, 2021	\$ 9,241.10
7	January 11, 2022	\$ 5,007.50
8	February 8, 2022	\$ 435.80
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Previous Applications for Payment

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TOTAL \$ 78,672.80

Record of Change Orders

No.	Date	Amount
1	September 14, 2021	\$ 30,930.00
2	October 26, 2021	\$ 3,000.00
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TOTAL \$ 33,930.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 11, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Grimes
410 SE Main Street #102
Grimes, IA 50111

March 28, 2022
Invoice No: R09410010.0 - 5
Project Manager: 00-50-203
Client Liaison: Nichole Sungren

AMOUNT DUE THIS INVOICE: \$551.30

Project R09410010.0 Grimes IA NS Parking Lot CRS
Professional Services from January 23, 2022 to March 19, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	10,590.00	98.00	10,378.20	10,272.30	105.90
Construction Staking	8,150.00	100.00	8,150.00	8,150.00	0.00
Constr. Observation	11,070.00	97.00	10,737.90	10,516.50	221.40
Post Construction	1,120.00	90.00	1,008.00	784.00	224.00
Parking Lot Revisions	3,000.00	100.00	3,000.00	3,000.00	0.00
Total Fee	33,930.00		33,274.10	32,722.80	551.30
Total Fee					551.30
AMOUNT DUE THIS INVOICE:					<u><u>\$551.30</u></u>

For ACH notification, remit to:

ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Trail Ridge Rd. Water Main Design and Bidding Services
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: XXX-XX-XXXX **Finance Project #**
Vendor Project or Invoice #: 352-810-6407 **PO #**
Original Contract Date: January 25, 2022 **Vendor #** 3134

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: January 25, 2022 Through: March 19, 2022

Contract Summary

Original Contract Amount:	\$	32,150.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	32,150.00	
Total completed and stored to date:	\$	22,120.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	22,120.00	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	22,120.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 22,120.00

Balance to finish, including retainage: \$ 10,030.00

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:

MSA Professional Services, Inc.

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
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Previous Applications for Payment

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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: January 25, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Grimes
410 SE Main Street #102
Grimes, IA 50111

March 28, 2022
Invoice No: R09410011.0 - 1

00-50-203
Project Manager Nichole Sungren
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: \$22,120.00

Project R09410011.0 Grimes IA Trailridge Watermain Final Design and Bidding
Professional Services from January 25, 2022 to March 19, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Final Design	21,700.00	80.00	17,360.00	0.00	17,360.00
Bidding	4,500.00	0.00	0.00	0.00	0.00
Project Admin	5,950.00	80.00	4,760.00	0.00	4,760.00
Total Fee	32,150.00		22,120.00	0.00	22,120.00
			Total Fee		22,120.00
			AMOUNT DUE THIS INVOICE:		\$22,120.00

For ACH notification, remit to:

ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2021 Sanitary Sewer Collection System Study
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 353-815-6407 **Finance Project #**
Vendor Project or Invoice #: 21G013.01 **PO #**
Original Contract Date: April 27, 2021 **Vendor #** 2972

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: January 1, 2022 Through: February 28, 2022

Contract Summary

Original Contract Amount:	\$	214,965.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	214,965.00	
Total completed and stored to date:	\$	151,163.49	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	151,163.49	
Less previous applications for payment:	\$	110,266.49	
SUBTOTAL	\$		40,897.00

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE

Balance to finish, including retainage: \$ 63,801.51

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 27, 2021	\$ 4,983.00
2	September 28, 2021	\$ 19,600.50
3	October 26, 2021	\$ 34,972.14
4	December 28, 2021	\$ 41,799.85
5	February 8, 2022	\$ 8,911.00
6	April 12, 2022	
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Previous Applications for Payment

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TOTAL \$ 110,266.49

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 27, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

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

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

March 31, 2022

Project No: 0021G013.01

Invoice No: 77102

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

Invoice Total USD 23,284.00

Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through February 28, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager IV	20.00	205.00	4,100.00
Project Manager II	12.00	186.00	2,232.00
Project Engineer III	33.00	169.00	5,577.00
Staff Engineer II	87.50	130.00	11,375.00
Totals	152.50		23,284.00
Total Labor			23,284.00

Billing Limits	Current	Prior	To-Date
Total Billings	23,284.00	127,879.49	151,163.49
Limit			214,965.00
Remaining			63,801.51

Total This Invoice USD 23,284.00

Invoice

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

NOTE: Communications concerning disputed debts, including an instrument rendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

February 22, 2022

Project No: 0021G013.01

Invoice No: 76529

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

Invoice Total USD 17,613.00

Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through January 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager IV	19.00	205.00	3,895.00
Project Manager II	10.50	186.00	1,953.00
Project Engineer III	4.00	169.00	676.00
Staff Engineer II	85.30	130.00	11,089.00
Totals	118.80		17,613.00
Total Labor			17,613.00

Billing Limits

	Current	Prior	To-Date
Total Billings	17,613.00	110,266.49	127,879.49
Limit			214,965.00
Remaining			87,085.51

Total This Invoice USD 17,613.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Highway 44 at County Line Road Temporary Traffic Signal
Contractor: Van Maanen Electric, Inc.
Address: 500 Iowa Speedway Dr, Newton, IA 50208
Finance Budget Code: 334-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 22, 2021 **Vendor #** 2161

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: April 1, 2022 Through: June 30, 2022

Contract Summary

Original Contract Amount:	\$	63,422.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	63,422.00	
Total completed and stored to date:	\$	45,422.00	
Retainage: 5 % of Completed Work:	\$	2,271.10	
Total Earned less Retainage:	\$	43,150.90	
Less previous applications for payment:	\$	39,730.90	
SUBTOTAL	\$		3,420.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,420.00

Balance to finish, including retainage: \$ 20,271.10

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: Van Maanen Electric, Inc.

Signature

3/18/22
Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature

3/18/2022
Date

City of Grimes Staff Approval:
Signature

4-7-22
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

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	Temporary Traffic Signal	LS	1.00		1.00	\$34,622.00	\$ 34,622.00	1.00	\$ 34,622.00	-	100.00%
2	Temporary Traffic Signal Renl	MONTH	24.00		24.00	\$ 1,200.00	\$ 28,800.00	9.00	\$ 10,800.00	15.00	37.50%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 83,422.00

\$ 45,422.00

-28.38%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 26, 2021	\$ 36,310.90
2	February 8, 2022	\$ 3,420.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 39,730.90

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	June 22, 2021
Original Contract Time:	20.00
Added by Change Order:	
Contract Time to Date:	20.00
Time Used to Date:	20.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 1
Contractor: S.J. Louis Construction, Inc.
Address: 1351 Broadway Street W., Rockville, MN 56369-0459
Finance Budget Code: 328-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 14, 2021 **Vendor #** 4257

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: February 28, 2022 Through: April 1, 2022

Contract Summary

Original Contract Amount:	\$	12,675,000.00	
Net change by Change Orders:	\$	(84,666.25)	
Contract Amount to Date: (line 1 ± 2)	\$	12,590,333.75	
Total completed and stored to date:	\$	183,000.00	
Retainage: 5 % of Completed Work:	\$	9,150.00	
Total Earned less Retainage:	\$	173,850.00	
Less previous applications for payment:	\$	97,850.00	
SUBTOTAL	\$		76,000.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 76,000.00

Balance to finish, including retainage: \$ 12,416,483.75

Contract Time Remaining (If applicable) 426.00 Working Days

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

Construction Contractor Approval: S.J. Louis Construction, Inc.
 Signature: Firm Name: S.J. Louis Construction, Inc. Date: 4/5/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
 Signature: Firm Name: Veenstra & Kimm, Inc. Date: 4-5-2022

City of Grimes Staff Approval:
 Signature: Matt Ahrens Date: 4-7-22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	60" Sanitary in Open Cut	LF	1,744.00		1,744.00	\$ 660.25	\$ 1,151,476.00		\$ -	1,744.00	0.00%
2	54" Sanitary in Open Cut	LF	9,729.00		9,729.00	\$ 679.75	\$ 6,613,287.75		\$ -	9,729.00	0.00%
3	48" Sanitary in Open Cut	LF	55.00		55.00	\$ 1,200.00	\$ 66,000.00		\$ -	55.00	0.00%
4	36" Sanitary in Open Cut	LF	33.00		33.00	\$ 1,400.00	\$ 46,200.00		\$ -	33.00	0.00%
5	36" DI Sanitary Sewer in Open Cut	LF	30.00		30.00	\$ 1,500.00	\$ 45,000.00		\$ -	30.00	0.00%
6	24" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 1,252.00	\$ 25,040.00		\$ -	20.00	0.00%
7	8" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 900.00	\$ 18,000.00		\$ -	20.00	0.00%
8	54" Sanitary Tunneled	LF	656.00		656.00	\$ 2,200.00	\$ 1,443,200.00		\$ -	656.00	0.00%
9	Manhole - 120"	EA	1.00	(1.00)	-	\$ 1.00	\$ -		\$ -	-	0.00%
10	Manhole - 96"	EA	4.00	(2.00)	2.00	\$50,000.00	\$ 100,000.00		\$ -	2.00	0.00%
11	Manhole - 84"	EA	35.00	(31.00)	4.00	\$33,510.00	\$ 134,040.00		\$ -	4.00	0.00%
12	Storm Sewer - 48" RCP	LF	30.00		30.00	\$ 800.00	\$ 24,000.00		\$ -	30.00	0.00%
13	Storm Sewer - 24" RCP	LF	60.00		60.00	\$ 250.00	\$ 15,000.00		\$ -	60.00	0.00%
14	Storm Sewer - 18" RCP	LF	90.00		90.00	\$ 180.00	\$ 16,200.00		\$ -	90.00	0.00%
15	Storm Sewer - 15" RCP	LF	30.00		30.00	\$ 150.00	\$ 4,500.00		\$ -	30.00	0.00%
16	Storm Sewer - 12" RCP	LF	30.00		30.00	\$ 105.00	\$ 3,150.00		\$ -	30.00	0.00%
17	6" Tile with Sock	LF	18,900.00		18,900.00	\$ 19.00	\$ 359,100.00		\$ -	18,900.00	0.00%
18	6" PCC Trail	SY	8,148.00		8,148.00	\$ 65.00	\$ 529,620.00		\$ -	8,148.00	0.00%
19	Granular Surfacing	SY	362.00		362.00	\$ 25.00	\$ 9,050.00		\$ -	362.00	0.00%
20	Steel Sheet piling	SF	7,900.00		7,900.00	\$ 35.00	\$ 276,500.00		\$ -	7,900.00	0.00%
21	Rip-Rap	TON	1,350.00		1,350.00	\$ 70.00	\$ 94,500.00		\$ -	1,350.00	0.00%
22	Stabilizing Material	TON	200.00		200.00	\$ 44.85	\$ 8,970.00		\$ -	200.00	0.00%
23	Erosion Control	LS	1.00		1.00	\$100,000.00	\$ 100,000.00	27.5%	\$ 27,500.00	72.5%	27.50%
24	Seeding	ACRE	25.00		25.00	\$ 2,500.00	\$ 62,500.00		\$ -	25.00	0.00%
25	Clearing and Grubbing	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	100.0%	\$ 150,000.00	0.0%	100.00%
26	Traffic Control	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	27.5%	\$ 5,500.00	72.5%	27.50%
27	54" Base FRP Manholes	EA	27.00		27.00	\$40,000.00	\$ 1,080,000.00		\$ -	27.00	0.00%
28	60" Base FRP Manholes	EA	5.00		5.00	\$39,000.00	\$ 195,000.00		\$ -	5.00	0.00%
29					-		\$ -		\$ -	-	0.00%
30					-		\$ -		\$ -	-	0.00%
31					-		\$ -		\$ -	-	0.00%
32					-		\$ -		\$ -	-	0.00%
33					-		\$ -		\$ -	-	0.00%
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72					-		\$ -		\$ -	-	0.00%
73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 12,590,333.75

\$ 183,000.00

-98.55%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 8, 2022	\$ 97,850.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 97,850.00

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	\$ (84,666.25)
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TOTAL \$ (84,666.25)

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	December 14, 2021
Original Contract Time:	534.00
Added by Change Order:	
Contract Time to Date:	534.00
Time Used to Date:	108.00
Contract Time Remaining:	426.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 28, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	\$	8,068,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	8,068,100.00	
Total completed and stored to date:	\$	189,032.66	
Retainage: 5 % of Completed Work:	\$	9,451.63	
Total Earned less Retainage:	\$	179,581.03	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 179,581.03

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 179,581.03

Balance to finish, including retainage: \$ 7,888,518.97

Contract Time Remaining (if applicable) 518.00 Working Days

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

Construction Contractor Approval: Shank Constructors, Inc.
 Signature: [Signature] Firm Name: John Schneider Date: 04/05/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
 Signature: [Signature] Firm Name: Date: 4-5-2022

City of Grimes Staff Approval: [Signature] Date: 4-7-22

City of Grimes Council Approval: [Signature] Date:

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Mobilization	LS	1.00		1.00	\$285,000.00	\$ 285,000.00	40.00%	\$ 114,000.00	60%	40.00%
2	Site Demolition	LS	1.00		1.00	\$115,000.00	\$ 115,000.00		\$ -	100%	0.00%
3	Earth Retention	LS	1.00		1.00	\$ 1,921,503.00	\$ 1,921,503.00		\$ -	100%	0.00%
4	Earthwork	LS	1.00		1.00	\$546,000.00	\$ 546,000.00		\$ -	100%	0.00%
5	Site Utilities	LS	1.00		1.00	\$ 1,104,000.00	\$ 1,104,000.00	4.53%	\$ 50,011.20	95%	4.53%
6	Site Concrete	LS	1.00		1.00	\$35,000.00	\$ 35,000.00		\$ -	100%	0.00%
7	Cast In Place Concrete	LS	1.00		1.00	\$ 1,388,210.00	\$ 1,388,210.00		\$ -	100%	0.00%
8	Precast Materials	LS	1.00		1.00	\$207,500.00	\$ 207,500.00		\$ -	100%	0.00%
9	Precast Erection	LS	1.00		1.00	\$36,400.00	\$ 36,400.00		\$ -	100%	0.00%
10	Wood Blocking	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	100%	0.00%
11	Roofing	LS	1.00		1.00	\$40,200.00	\$ 40,200.00		\$ -	100%	0.00%
12	Hatches	LS	1.00		1.00	\$24,500.00	\$ 24,500.00		\$ -	100%	0.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	\$18,250.00	\$ 18,250.00		\$ -	100%	0.00%
14	Coiling Door	LS	1.00		1.00	\$23,500.00	\$ 23,500.00		\$ -	100%	0.00%
15	Painting	LS	1.00		1.00	\$25,000.00	\$ 25,000.00		\$ -	100%	0.00%
16	Specialties	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	100%	0.00%
17	Bar Screens	LS	1.00		1.00	\$309,220.00	\$ 309,220.00		\$ -	100%	0.00%
18	Submersible Pumps	LS	1.00		1.00	\$333,000.00	\$ 333,000.00		\$ -	100%	0.00%
19	Slide Gates	LS	1.00		1.00	\$39,460.00	\$ 39,460.00		\$ -	100%	0.00%
20	Inside Process Piping	LS	1.00		1.00	\$227,000.00	\$ 227,000.00		\$ -	100%	0.00%
21	Jib Crane	LS	1.00		1.00	\$58,000.00	\$ 58,000.00		\$ -	100%	0.00%
22	Plumbing	LS	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	100%	0.00%
23	HVAC	LS	1.00		1.00	\$329,460.00	\$ 329,460.00		\$ -	100%	0.00%
24	Electrical	LS	1.00		1.00	\$985,097.00	\$ 985,097.00	2.54%	\$ 25,021.46	97%	2.54%
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73						\$ -	\$ -		\$ -		0.00%
74						\$ -	\$ -		\$ -		0.00%
75						\$ -	\$ -		\$ -		0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,068,100.00

\$ 189,032.66

-97.66%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	552.00
Added by Change Order:	
Contract Time to Date:	552.00
Time Used to Date:	34.00
Contract Time Remaining:	518.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 3
Contractor: Rognes Corporation
Address: 1609 N. Ankeny Blvd., Suite 210, Ankeny, Iowa 50023
Finance Budget Code: 363-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 8, 2022 **Vendor #** 2363

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: March 25, 2022 Through: April 1, 2022

Contract Summary

Original Contract Amount:	\$	8,235,801.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	8,235,801.00	
Total completed and stored to date:	\$	325,000.00	
Retainage: 5 % of Completed Work:	\$	16,250.00	
Total Earned less Retainage:	\$	308,750.00	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	308,750.00	

OTHER CHARGES (Attach an itemized list) \$ -
CURRENT PAYMENT DUE \$ 308,750.00

Balance to finish, including retainage: \$ 7,927,051.00

Contract Time Remaining (if applicable) 487.00 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: Rognes Corporation
 Firm Name

Signature: Cody Rognes Date: 4/5/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
 Firm Name

Signature: [Signature] Date: 4-5-2022

City of Grimes Staff Approval: [Signature] Date: 4-7-22
 Signature

City of Grimes Council Approval: _____ Date: _____
 Signature

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	36" Force Main in Open Cut	LF	14,777.00		14,777.00	\$ 338.00	\$ 4,994,626.00		\$ -	14,777.00	0.00%
2	36" Force Main Trenchless in Casing	LF	110.00		110.00	\$ 1,300.00	\$ 143,000.00		\$ -	110.00	0.00%
3	36" Force Main Trenchless	LF	140.00		140.00	\$ 900.00	\$ 126,000.00		\$ -	140.00	0.00%
4	36" Force Main Directional Bored	LF	105.00		105.00	\$ 900.00	\$ 94,500.00		\$ -	105.00	0.00%
5	Air Release Manhole	EA	4.00		4.00	\$28,000.00	\$ 112,000.00		\$ -	4.00	0.00%
6	24" Sanitary Sewer in Open Cut	LF	1,246.00		1,246.00	\$ 245.00	\$ 305,270.00		\$ -	1,246.00	0.00%
7	15" Sanitary Sewer in Open Cut	LF	1,039.00		1,039.00	\$ 215.00	\$ 223,385.00		\$ -	1,039.00	0.00%
8	12" Sanitary Sewer in Open Cut	LF	5,496.00		5,496.00	\$ 215.00	\$ 1,181,640.00		\$ -	5,496.00	0.00%
9	12" Sanitary Sewer Trenchless	LF	55.00		55.00	\$ 350.00	\$ 19,250.00		\$ -	55.00	0.00%
10	Manhole - 84"	EA	2.00		2.00	\$24,000.00	\$ 48,000.00		\$ -	2.00	0.00%
11	Manhole - 72"	EA	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	0.00%
12	Manhole - 48"	EA	21.00		21.00	\$ 7,200.00	\$ 151,200.00		\$ -	21.00	0.00%
13	Connection to Existing Manhole - 24" Sewer	EA	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
14	6" PCC Trail	SY	386.00		386.00	\$ 55.00	\$ 21,230.00		\$ -	386.00	0.00%
15	Field Tile Replacement - 8" and Smaller	LF	500.00		500.00	\$ 40.00	\$ 20,000.00		\$ -	500.00	0.00%
16	Stabilizing Material	TON	100.00		100.00	\$ 50.00	\$ 5,000.00		\$ -	100.00	0.00%
17	Erosion Control	LS	1.00		1.00	\$58,700.00	\$ 58,700.00		\$ -	100.0%	0.00%
18	Seeding	ACRE	25.00		25.00	\$ 1,800.00	\$ 45,000.00		\$ -	25.00	0.00%
19	Clearing and Grubbing	LS	1.00		1.00	\$650,000.00	\$ 650,000.00	50.0%	\$ 325,000.00	50.0%	50.00%
20	Traffic Control	LS	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	100.0%	0.00%
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46					-		\$ -		\$ -	-	0.00%
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48					-		\$ -		\$ -	-	0.00%
49					-		\$ -		\$ -	-	0.00%
50					-		\$ -		\$ -	-	0.00%
51					-		\$ -		\$ -	-	0.00%
52					-		\$ -		\$ -	-	0.00%
53					-		\$ -		\$ -	-	0.00%
54					-		\$ -		\$ -	-	0.00%
55					-		\$ -		\$ -	-	0.00%
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63					-		\$ -		\$ -	-	0.00%
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72					-		\$ -		\$ -	-	0.00%
73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,235,801.00

\$ 325,000.00

-96.05%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	511.00
Added by Change Order:	
Contract Time to Date:	511.00
Time Used to Date:	24.00
Contract Time Remaining:	487.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Iowa Hwy 141 SB & Iowa Hwy 44 Traffic Signal and Turn Lane Improvements

Contractor: Elder Corporation

Address: 5088 East University Avenue, Pleasant Hill, IA 50327

Finance Budget Code: 339-210-6490

Finance Project #

Vendor Project or Invoice #:

PO #

Original Contract Date: August 10, 2021

Vendor # 1336

Date of Council Meeting: April 12, 2022

PAYMENT REQUEST # 2

PAYMENT PERIOD: From: October 22, 2021 Through: March 25, 2022

Contract Summary

Original Contract Amount: \$ 309,000.00

Net change by Change Orders: \$ 25,808.07

Contract Amount to Date: (line 1 ± 2) \$ 334,808.07

Total completed and stored to date: \$ 326,782.78

Retainage: 2.5 % of Completed Work: \$ 8,169.57

Total Earned less Retainage: \$ 318,613.21

Less previous applications for payment: \$ 260,971.37

SUBTOTAL \$ 57,641.84

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 57,641.84

Balance to finish, including retainage: \$ 16,194.86

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: Elder Corporation

Nick Tometich Date: 2022-04-04 13:29:02-05'00'

Signature

Date

Engineer / Consultant Approval: Snyder & Associates

Todd Kux Firm Name

Signature

4/4/2022

Date

City of Grimes Staff Approval:

Signature

4-7-22

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

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	320.00		320.00	\$ 13.00	\$ 4,160.00	320.00	\$ 4,160.00	-	100.00%
2	Excavation, Class 10	CY	413.00		413.00	\$ 15.00	\$ 6,195.00	413.00	\$ 6,195.00	-	100.00%
3	Below Grade Excavation (Core Out)	CY	20.00		20.00	\$ 80.00	\$ 1,600.00	-	\$ -	20.00	0.00%
4	Subgrade Preparation, 6"	SY	610.00		610.00	\$ 7.00	\$ 4,270.00	610.00	\$ 4,270.00	-	100.00%
5	Subbase, Special Backfill, 12" Depth	SY	610.00	(610.00)	-	\$ 19.00	\$ -	-	\$ -	-	0.00%
6	Compaction Testing	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
7	Pipe Culvert, Trenched, RCP, 48" Dia, 2000D	LF	10.00		10.00	\$ 550.00	\$ 5,500.00	8.00	\$ 4,400.00	2.00	80.00%
8	Pipe Apron, Remove and Reinstall with Footing and Guard, 48" Dia	EA	1.00		1.00	\$ 5,700.00	\$ 5,700.00	1.00	\$ 5,700.00	-	100.00%
9	PCC Pavement, 9"	SY	441.00		441.00	\$ 158.00	\$ 69,678.00	452.00	\$ 71,416.00	(11.00)	102.49%
10	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 5,300.00	\$ 5,300.00	1.00	\$ 5,300.00	-	100.00%
11	Removal of Sidewalk, PCC	SY	74.00		74.00	\$ 19.00	\$ 1,406.00	86.00	\$ 1,634.00	(12.00)	116.22%
12	Shared Use Path, 6"	SY	73.00		73.00	\$ 175.00	\$ 12,775.00	75.20	\$ 13,160.00	(2.20)	103.01%
13	Special Subgrade Preparation for Shared Use Path	SY	73.00		73.00	\$ 12.00	\$ 876.00	75.20	\$ 902.40	(2.20)	103.01%
14	Detectable Warnings	SF	51.00		51.00	\$ 78.00	\$ 3,978.00	51.00	\$ 3,978.00	-	100.00%
15	Pavement Removal	SY	55.00		55.00	\$ 110.00	\$ 6,050.00	55.00	\$ 6,050.00	-	100.00%
16	Traffic Signal	LS	1.00		1.00	\$ 80,000.00	\$ 80,000.00	1.00	\$ 80,000.00	-	100.00%
17	Pavement Markings, Durable	STA	15.70		15.70	\$ 370.00	\$ 5,809.00	12.37	\$ 4,576.90	3.33	78.79%
18	Wet, Retroreflective Removable Tape Markings	STA	5.00		5.00	\$ 470.00	\$ 2,350.00	5.00	\$ 2,350.00	-	100.00%
19	Pavement Markings, Removed	STA	24.60		24.60	\$ 236.00	\$ 5,805.60	9.56	\$ 2,256.16	15.04	38.86%
20	Grooves Cut for Pavement Markings	STA	15.70		15.70	\$ 320.00	\$ 5,024.00	12.37	\$ 3,958.40	3.33	78.79%
21	Temporary Traffic Control	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	-	100.00%
22	Portable Dynamic Message Signs	CDAY	25.00		25.00	\$ 131.00	\$ 3,275.00	25.00	\$ 3,275.00	-	100.00%
23	Temporary Barrier Rail	LF	188.00	400.00	588.00	\$ 26.50	\$ 15,582.00	588.00	\$ 15,582.00	-	100.00%
24	Seeding, Fertilizing, and BFM Mulch for Hydraulic Seeding, Permanent, Type 3	AC	0.50		0.50	\$ 3,800.00	\$ 1,900.00	0.80	\$ 3,040.00	(0.30)	160.00%
25	Seeding, Fertilizing, and BFM Mulch for Hydraulic Seeding, Temporary, Type 5	AC	0.50		0.50	\$ 2,300.00	\$ 1,150.00	-	\$ -	0.50	0.00%
26	Temporary RECP, Type 2.C	SY	547.00		547.00	\$ 1.75	\$ 957.25	284.40	\$ 497.70	262.60	51.99%
27	Silt Fence and Silt Fence Ditch Check, Installation	LF	729.00		729.00	\$ 1.75	\$ 1,275.75	225.00	\$ 393.75	504.00	30.86%
28	Silt Fence and Silt Fence Ditch Check, Removal of Device	LF	729.00		729.00	\$ 1.00	\$ 729.00	225.00	\$ 225.00	504.00	30.86%
29	Mobilization	LS	1.00		1.00	\$ 44,664.40	\$ 44,664.40	1.00	\$ 44,664.40	-	100.00%
C1-2	Temporary Crash Cushion	EA		1.00	1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00	-	100.00%
C1-3	4" Perf Subdrain	LF		20.00	20.00	\$ 21.00	\$ 420.00	20.00	\$ 420.00	-	100.00%
C1-4	12"x6" CMP Outlet	EA		2.00	2.00	\$ 530.00	\$ 1,060.00	2.00	\$ 1,060.00	-	100.00%
C1-5	Connect to Stub	EA		2.00	2.00	\$ 380.00	\$ 760.00	2.00	\$ 760.00	-	100.00%
C1-7	Modified Subbase	SY		610.00	610.00	\$ 21.50	\$ 13,115.00	610.00	\$ 13,115.00	-	100.00%
C1-8	Traffic Signal Meter Pedestal	LS		1.00	1.00	\$ 1,127.00	\$ 1,127.00	1.00	\$ 1,127.00	-	100.00%
C1-9	Advance Lane Control Signs, with Posts	EA		2.00	2.00	\$ 742.50	\$ 1,485.00	2.00	\$ 1,485.00	-	100.00%
C2-1	Video Detection Cable to 3 Cameras	LF		590.00	590.00	\$ 2.25	\$ 1,327.50	590.00	\$ 1,327.50	-	100.00%
C2-2	Installation of Advance Detection Cameras	EA		2.00	2.00	\$ 1,725.00	\$ 3,450.00	2.00	\$ 3,450.00	-	100.00%
C2-3	Labor - Advance Detection Cameras	HR		5.00	5.00	\$ 85.00	\$ 425.00	5.00	\$ 425.00	-	100.00%
C2-4	Additional Traffic Control for Lane Closures to Install Advance Detection Cameras	EA		5.00	5.00	\$ 250.00	\$ 1,250.00	5.00	\$ 1,250.00	-	100.00%
C2-5	Baker Electric Mark-Up (5.8%)	LS		1.00	1.00	\$ 375.75	\$ 375.75	1.00	\$ 375.75	-	100.00%
C2-6	Prime Mark-Up (10%)	LS		1.00	1.00	\$ 682.82	\$ 682.82	1.00	\$ 682.82	-	100.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 334,808.07

\$ 326,782.78

97.60%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 9, 2021	\$ 260,971.37
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Previous Applications for Payment

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TOTAL \$ 260,971.37

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 18,297.00
2	February 22, 2022	\$ 7,511.07
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TOTAL \$ 25,808.07

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	45.00
Added by Change Order:	5.00
Contract Time to Date:	50.00
Time Used to Date:	42.00
Contract Time Remaining:	8.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Sports Complex Parking Lot Improvements
Contractor: Concrete Technologies, Inc.
Address: 1001 SE 37th St., Grimes, IA 50111
Finance Budget Code: 347-431-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 24, 2021 **Vendor #** 1250

Date of Council Meeting: April 12, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: December 25, 2021 Through: April 2, 2022

Contract Summary

Original Contract Amount:	\$	618,328.75	
Net change by Change Orders:	\$	34,252.51	
Contract Amount to Date: (line 1 ± 2)	\$		652,581.26
Total completed and stored to date:	\$	619,025.41	
Retainage: 5 % of Completed Work:	\$	30,951.27	
Total Earned less Retainage:	\$		588,074.14
Less previous applications for payment:	\$		587,545.51
SUBTOTAL			\$ 528.63

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 528.63

Balance to finish, including retainage: \$ 64,507.12

Contract Time Remaining (If applicable) - CALENDAR 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: Concrete Technologies, Inc.

Signature: [Signature] Firm Name: _____ Date: 4-5-22

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: _____ Date: 4/5/2022

City of Grimes Staff Approval: [Signature] Date: 4-7-22

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

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
2.01	Topsoil, On-Site	CY	2,935.00		2,935.00	\$ 4.15	\$ 12,180.25	2,935.00	\$ 12,180.25	-	100.00%
2.02	Excavation Class 10, Onsite	CY	6,640.00		6,640.00	\$ 13.50	\$ 89,640.00	6,640.00	\$ 89,640.00	-	100.00%
2.03	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	\$ 5,150.00	\$ 5,150.00	1.00	\$ 5,150.00	-	100.00%
2.04	Subgrade Preparation, 6" Thickness	SY	6,600.00		6,600.00	\$ 3.35	\$ 22,110.00	6,600.00	\$ 22,110.00	-	100.00%
2.05	Subbase, Granular, 8" Thickness	SY	6,600.00		6,600.00	\$ 12.00	\$ 79,200.00	6,600.00	\$ 79,200.00	-	100.00%
4.01	Storm Sewer, 15" RCP	LF	294.00		294.00	\$ 49.50	\$ 14,553.00	298.00	\$ 14,751.00	(4.00)	101.36%
4.02	Apron, RCP, 15" DIA	EA	2.00		2.00	\$ 1,340.00	\$ 2,680.00	2.00	\$ 2,680.00	-	100.00%
5.01	Water Main, Trenched, PVC, 8 Inch	LF	120.00		120.00	\$ 67.00	\$ 8,040.00	110.00	\$ 7,370.00	10.00	91.67%
6.01	Intake, SW-501	EA	2.00		2.00	\$ 2,820.00	\$ 5,640.00	2.00	\$ 5,640.00	-	100.00%
6.02	Intake, SW-505	EA	1.00		1.00	\$ 5,100.00	\$ 5,100.00	1.00	\$ 5,100.00	-	100.00%
6.03	Intake, SW-512, 36 in Dia	EA	2.00		2.00	\$ 2,835.00	\$ 5,670.00	2.00	\$ 5,670.00	-	100.00%
6.04	Manhole, SW-401, 48 in Dia	EA	3.00	(2.00)	1.00	\$ 5,820.00	\$ 5,820.00	1.00	\$ 5,820.00	-	100.00%
7.01	Removal of Pavement	SY	170.00		170.00	\$ 20.50	\$ 3,485.00	195.80	\$ 4,013.90	(25.80)	115.18%
7.02	Pavement, PCC, 6"	SY	6,050.00		6,050.00	\$ 33.75	\$ 204,187.50	6,050.00	\$ 204,187.50	-	100.00%
7.03	Sidewalk, PCC, 5"	SY	395.00		395.00	\$ 49.00	\$ 19,355.00	229.40	\$ 11,240.60	165.60	58.08%
7.04	Sidewalk, PCC, 6"	SY	82.00		82.00	\$ 60.00	\$ 4,920.00	148.40	\$ 8,804.00	(68.40)	180.98%
7.05	Sidewalk, Shared Use Path, and Driveway Assurance Testing	LS	1.00		1.00	\$ 825.00	\$ 825.00	1.00	\$ 825.00	-	100.00%
8.01	Traffic Control	LS	1.00		1.00	\$ 950.00	\$ 950.00	1.00	\$ 950.00	-	100.00%
8.02	Painted Pavement Markings, Waterborne	STA	42.00		42.00	\$ 128.00	\$ 5,376.00	42.00	\$ 5,376.00	-	100.00%
8.03	Painted Symbols and Legends, Waterborne	EA	12.00		12.00	\$ 88.00	\$ 1,056.00	12.00	\$ 1,056.00	-	100.00%
9.01	Conventional Seeding and Fertilizing, Type 1	AC	1.40		1.40	\$ 1,290.00	\$ 1,806.00	-	\$ -	1.40	0.00%
9.02	Hydromulching, Bonded Fiber Matrix	AC	1.40		1.40	\$ 3,350.00	\$ 4,690.00	1.40	\$ 4,690.00	-	100.00%
9.03	Wattle, 6" Diameter, Installation	LF	1,000.00		1,000.00	\$ 1.55	\$ 1,550.00	712.00	\$ 1,103.60	288.00	71.20%
9.04	Wattle, 6" Diameter, Removal	LF	1,000.00		1,000.00	\$ 0.25	\$ 250.00	-	\$ -	1,000.00	0.00%
9.05	Remove and Relocate, Trees and Shrubs	EA	9.00		9.00	\$ 390.00	\$ 3,510.00	8.00	\$ 3,120.00	1.00	88.89%
9.06	Trees, 6' Height, Blue Spruce	EA	16.00		16.00	\$ 390.00	\$ 6,240.00	-	\$ -	16.00	0.00%
9.07	Rip Rap, Class E	TON	20.00		20.00	\$ 103.00	\$ 2,060.00	18.35	\$ 1,890.05	1.65	91.75%
9.08	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1.00		1.00	\$ 1,545.00	\$ 1,545.00	1.00	\$ 1,545.00	-	100.00%
9.09	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1.00		1.00	\$ 2,320.00	\$ 2,320.00	0.75	\$ 1,740.00	0.25	75.00%
11.01	Mobilization	LS	1.00		1.00	\$ 45,750.00	\$ 45,750.00	1.00	\$ 45,750.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 1,830.00	\$ 1,830.00	1.00	\$ 1,830.00	-	100.00%
11.03	Electrical Work	LS	1.00		1.00	\$ 39,200.00	\$ 39,200.00	0.50	\$ 19,600.00	0.50	50.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%
	CHANGE ORDER #1				-	\$ -	\$ -	-	\$ -	-	0.00%
CO1.1	Valve, 8 In	EA		1.00	1.00	\$ 3,675.00	\$ 3,675.00	1.00	\$ 3,675.00	-	100.00%
CO1.2	Manhole, SW-402, 4' X 4', Cast-In-Place	EA		2.00	2.00	\$11,880.00	\$ 23,760.00	2.00	\$ 23,760.00	-	100.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%
	CHANGE ORDER #2				-	\$ -	\$ -	-	\$ -	-	0.00%
CO2.1	Convert existing meter to 200 AMP	LS		1.00	1.00	\$ 3,854.18	\$ 3,854.18	1.00	\$ 3,854.18	-	100.00%
CO2.2	100 AMP service to storage shed	LS		1.00	1.00	\$ 9,837.25	\$ 9,837.25	1.00	\$ 9,837.25	-	100.00%
CO2.3	Additional underground circuit for lighting	LS		1.00	1.00	\$ 2,457.08	\$ 2,457.08	1.00	\$ 2,457.08	-	100.00%
CO2.4	HDPE Tile Line, 45 LF	LS		1.00	1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00	-	100.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%
	CHANGE ORDER #3				-	\$ -	\$ -	-	\$ -	-	0.00%
CO3	Sanitary Sewer, Mahole Adjustment, Minor	EA		1.00	1.00	\$ 1,089.00	\$ 1,089.00	1.00	\$ 1,089.00	-	100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 652,581.26

\$ 619,025.41

94.86%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 12, 2021	\$ 110,011.09
2	November 9, 2021	\$ 178,207.27
3	December 14, 2021	\$ 299,128.36
4	January 25, 2022	\$ 198.79
5		
6		
7		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 587,545.51

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 15,695.00
2	November 9, 2021	\$ 17,468.51
3	December 14, 2021	\$ 1,089.00
4		
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8		
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TOTAL \$ 34,252.51

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	August 24, 2021
Original Contract Time:	12/1/2021
Added by Change Order:	-
Contract Time to Date:	
Time Used to Date:	
Contract Time Remaining:	



AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING:

Contract agreement with CivicEngage for the development of a new website for the City of Grimes.

SYNOPSIS:

The City of Grimes is looking to develop a new website with a modern and more user-friendly design. CivicEngage is a leading provider of government websites. The proposal from CivicEngage would create a fully customized website. The site would include text and email alerts, agenda management, online payments, digital forms, a calendar, a citizen request tracker, videos, and photos. This would allow staff to better communicate with the public on City news, events, and projects. It is also integrated with enCode, a digitized City Code system currently used by Development Services.

Several cities in the Des Moines metro use CivicEngage including Waukee, Urbandale, Johnston, Newton, Bondurant, and Windsor Heights. These communities noted that the platform is easy to use and the company has excellent customer service. CivicEngage's parent company CivicPlus also offers additional integrated software for City Clerks, Parks and Rec Departments, and HR Departments that could be integrated at a later date based on departmental needs.

City staff evaluated two other alternatives, which are both city government website developers used by other communities in the Des Moines Metro. However, the communities that use those platforms did not provide positive reviews.

FISCAL IMPACT:

The development of the website is \$27,204. This includes design, content migration, system training, and hosting. Starting year two, there is an annual fee of \$7,046.55 for hosting, maintenance, and technical support.

PREVIOUS COUNCIL ACTION(S):

This is the first time this has been brought before the Council.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the contract agreement with CivicEngage based on the features the platform offers and reviews from neighboring communities.

GRIMES RESOLUTION NO: 04-0222

RESOLUTION CONTRACT AGREEMENT WITH CIVICENGAGE FOR NEW WEBSITE
DEVELOPMENT

WHEREAS, the City of Grimes seeks the development of a new customized website; and

WHEREAS, CivicEngage is a leading provider of government websites and,

WHEREAS, the City's new custom site would include text and email alerts, agenda management, online payments, digital forms, a calendar, a citizen request tracker, videos, and photos, and other features; and,

WHEREAS, staff has evaluated alternatives and has determined CivicEngage to be the preferred provider; and,

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

- 1) The initial scope of services with CivicEngage is hereby approved.
- 2) The annual fee for hosting, maintenance, and technical support is hereby approved.
- 3) The Mayor and City Clerk are authorized to execute and attest to the agreement on behalf of the City.

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

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-23583-1

Date:

3/22/2022 4:33 PM

Expires On:

5/31/2022

Product:

CivicEngage

Client:

Grimes IA - CivicEngage

Bill To:

Grimes IA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega	x	hector.ortega@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (https://www.grimesiowa.gov/)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (https://www.grimesiowa.gov/)	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
1.00	4yr Redesign Premium Annual - CivicEngage Central	4yr Redesign Premium Annual - CivicEngage Central	Renewable
75.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
4.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
2.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
Total Investment - Year 1		USD 27,204.00	
Annual Recurring Services - Year 2		USD 7,046.55	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced as follows:
 - a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
 - b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below:

Client-City of Grimes

CivicPlus

By: _____

By: _____

Name: Scott Mikkelsen

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

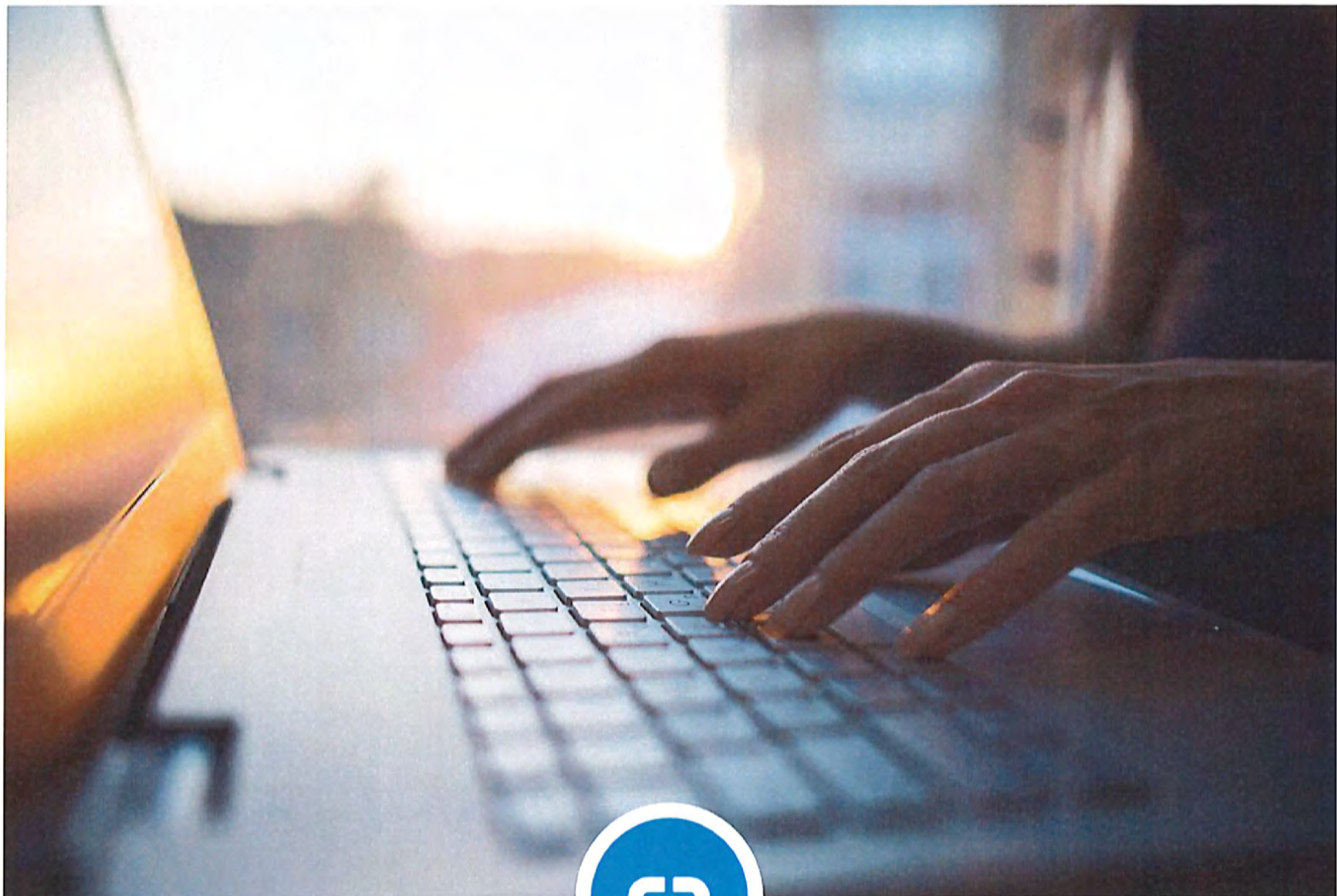
ATTEST:

Rochelle Williams, City Clerk

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	City of Grimes	URL	grimesiowa.gov
Street Address	101 NE Harvey St		
Address 2			
City	Grimes	State	IA Postal Code 50111
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.			
Emergency Contact & Mobile Phone	Whitney Tucker 515-418-7554		
Emergency Contact & Mobile Phone	Rob Fox 515-215-8622		
Emergency Contact & Mobile Phone			
Billing Contact	Whitney Tucker	E-Mail	wtucker@grimesiowa.gov
Phone	515-220-8823	Ext.	Fax
Billing Address	101 NE Harvey St		
Address 2			
City	Grimes	State	IA Postal Code 50111
Tax ID #	Sales Tax Exempt #		
Billing Terms	Account Rep		
Info Required on Invoice (PO or Job #)			
Are you utilizing any external funding for your project (ex. FEMA, CARES):			
Y [] or N [x]			
Please list all external sources:			
Contract Contact	Whitney Tucker	Email	wtucker@grimesiowa.gov
Phone	515-220-8823	Ext.	Fax
Project Contact	Email		
Phone		Ext.	Fax



CIVICENGAGE CENTRAL

Website Design & Hosting Solution Premium Implementation

VALID THROUGH MARCH 31, 2022

civicplus.com | 302 South 4th Street, Suite 500 | Manhattan, KS 66502 | 888.228.2233

 **CIVICPLUS**

PS-01312022

Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our customers, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, talent management, 311 and citizen relationship management, codification, and licensing and permits.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

Primary Office

302 S. 4th Street, Suite 500

Manhattan, KS 66502

TF: 888.228.2233 | Fax: 785.587.8951

civicplus.com

7,500 +

local government customers across
the United States and Canada

20 +

years of experience with a focus to
help local governments

550 +

employees, many with experience
in local government

Recognition



11-time Inc.
5000 Honoree



govtech.com/100

Technical Support



Recognized with
multiple, global
Stevie® Awards
for sales and
customer service
excellence

CivicEngage CMS



The CivicEngage Central (CivicEngage) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.



Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Bring Your Services Online

Our web technology is dedicated to finding the right solutions for government websites. With the CivicEngage CMS, you can bring daily services that your offices provide online.

- Create online forms with our Forms Center module. These completely customizable forms can be used as a means for citizens to contact you with questions, requests, feedback, or to sign up for various events and activities.
- Provide sign-up opportunities for your citizens to receive SMS and email communications on topics that are important to them with the Notify Me® module.
- Share the most critical and up-to-date information prominently on your website with the Alert Center, keeping your citizens informed on those important events and issues.
- Showcase the most important information your citizens need prominently on your website using modules such as Frequently Asked Questions, Quick Links, Calendar, and Staff Directory to provide much needed answers and stopping numerous phone calls or walk-ins.
- Smart design and layout choices as well as the use of our predictable site search will make locating key information quick and easy.

"I'm confident that any service our citizens need can now be found in one to two clicks."

— Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida

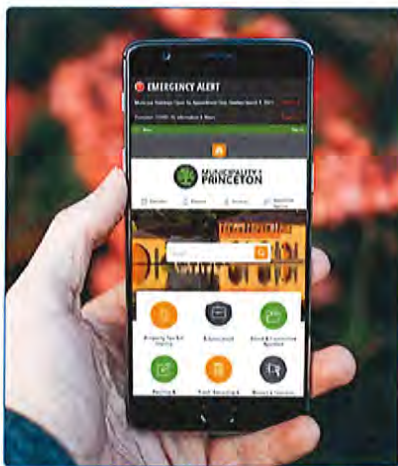
Features like these will make your jobs easier while also giving quick access to information for everyone in your community.

Modules & Widgets

Citizen Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key features.

- **Alert Center** – Post emergency or important information on your website and notify citizens via email and SMS



- **Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions
- **Calendar** – Create multiple calendars and events to inform citizens of upcoming activities that are viewable by list, week, or month
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types)
- **Community Voice** – Interact with citizens about projects in your community
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about
- **News Flash** – Post organizational news items that are important to your citizens

- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users)
- **Splash Screen** – A pop-up window that easily communicates critical local news, information, and alerts to your citizens the moment they arrive on specified pages of your website

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for citizens to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents
- **Document Center** – Organize and house documents in one central location
- **Form Center** – Form Center – Create custom, online forms via simple drag-and-drop functionality, receive notifications via email, and track within the CMS



- **Photo Gallery** – Store and display photos
- **Staff Directory** – Share detailed contact information for your staff and offices

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff
- **Graphic Links** – Place graphics on your website as links to other pages
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting
- **Quick Links** – Place links to often-requested information directly on the page of your choice

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities
- **Facilities & Reservations** – Showcase community facilities and allow reservations online



- **Job Postings** – Post available jobs online and accept online applications
- **Bids** – Post sortable and subscribable bids

Helpful Widgets

Widgets help your staff visually organize content on your website and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality



- **Custom HTML Widget** – Embed videos or other HTML features in your page
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker
- **Form Center Widget** – Embed simple forms on a page
- **Image Widget** – Add images to a page
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center
- **Share Widget** – Add a share button to your page so citizens can share content to their social media
- **Slideshow Widget** – Add a slideshow of images

Administrative Features

The administration of your CivicEngage website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Administrative Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items



- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the website) and the site map are dynamically generated and automatically update reflecting any changes made
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page
- **History Log** – Track changes made to your website
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information

- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS
- **Pending Approval Items** – Administrators have access to a queue of pending items to be published or reviewed
- **Website Statistics** – Provided website analytics for analysis

User-Friendly Features

Not only is CivicEngage easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your website
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website
- **Link Redirects** – Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your website quickly
- **Predictive Site Search** – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images
- **Site Search Log** – All search words are kept in a log
- **Printer Friendly** – Separates critical content from the website template to provide a clean print without menu structure and banner information included

- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications
- **Responsive Design** – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience



- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your website
- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website
- **Translation** – Integration with Google Translate translates web pages into over 100 languages

Accessibility Compliance

With having over 20% of adults in the United States having a disability, you need a website that conforms to all citizens. We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing website. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a website that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to customers via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our customers. Additional details and a quote can be provided upon request.

Credit Card Processing

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our customers' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our customers of any changes. These features and functionality are offered on a gratuitous basis to our customers, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized citizen interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CivicPlus Portal

The CivicPlus Portal is the ideal addition to your website to create personalized, one-stop access for your citizens to obtain information, resources, and interact with your municipality.

By allowing citizens to build a customizable dashboard with quick links to the pages and services on your website that they use most frequently, they'll be more likely to conduct regular revenue-generating business with your municipality, and your staff will benefit from reduced phone calls, walk-ins, and emails.

Citizen Benefits

- Anytime, anywhere access to digital citizen services
- One username and password or convenient social sign-on to access and interact with all your CivicPlus solutions
- A personalized dashboard that provides link cards to the services they use most frequently

Administrator Benefits

- A low-maintenance tool that increases accessibility, access, transparency, and trust with citizens
- Reduced phone calls, walk-ins, and emails from citizens searching for information
- Opportunities to increase revenue and foster civic participation

Integration Hub

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) without the need for a developer.

The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center
- An integration that will push a new Calendar Event to post directly in the News Flash module

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. It saves valuable time by automating your most time-consuming manual workflows.

Implementation



Premium Project Timeline

A typical premium project ranges from 16 – 28 weeks. Your exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.



Premium Implementation

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

Flexible Layout Design

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one advanced design, if desired, component—a layout or design element that requires significant time to style and implement. Working with your art director, you'll identify the appropriate component, if desired, to achieve or enhance the usability goals for your website.

Content Migration

Content Development

Our Content Development Team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration (if purchased)

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Training

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

"This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website's launch was flawless."

— Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library

Your Role

To help create the strongest possible website, we will need you to:



Gather photos and logos that will be used in the overall branding and design of your new website



Update the content on your current website and delete any pages you no longer need



Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)



Track website updates to be completed during your training session



Complete the Design Form to communicate design preferences



Ensure you have the most up-to-date web browsers installed on your organization's computers



Provide technical information in the DNS form for the set-up of your website domain name(s)



Compile a list of your website users and desired permission levels



Perform reviews and provide official approvals throughout the project



Reserve training location and necessary resources (computers, conference phone, etc.)

WEBSITE DESIGN & HOSTING SOLUTION

Premium Package Design Portfolio



The included design portfolio will provide you with an idea of the different directions we can take your creative design with the premium implementation package. Please note that not all parties listed have agreed to be contacted for reference.



Asotin County, Washington
co.asotin.wa.us



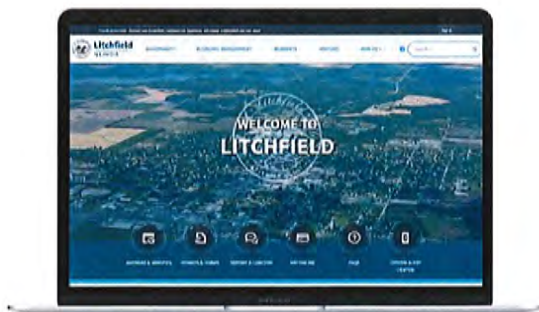
Orange, Texas
orangetexas.gov



Cochise County, Arizona
cochise.az.gov



Mitchell, South Dakota
cityofmitchell.org



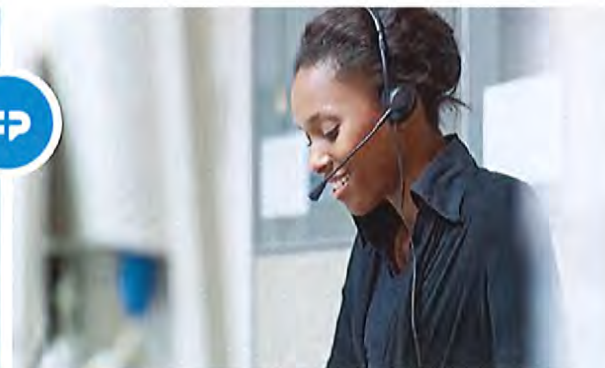
Litchfield, Illinois
cityoflitchfieldil.com



Dublin, California
dublin.ca.gov



Ongoing Services



Award-Winning Team

Over the past three years, CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

"It's your people that make you good at what you do. Every time I call my Customer Success Manager, it seems like he drops everything to help me. If I contact the Technical Support Team, they are right there to answer my questions and get it figured out. I've always had very responsive experiences when I've reached out to CivicPlus. I've worked with some great customer service reps at CivicPlus, and it's that relationship that matters."

— Jean Carder, Communications Coordinator
for Louisburg, Kansas

Technical & Ongoing Support

- Live technical support personnel based in the U.S.
- Weekday business hours: 7 a.m. – 7 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency technical support
- Self-Service Help Center for tutorials and user guides and ENGAGEXCHANGE for customer connection
- Assigned customer success manager to ensure your complete and ongoing satisfaction

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and OS patches

Hosting & Security

- 24/7/365 system monitoring
- Guaranteed 99.9% uptime (excluding maintenance)
- Highly reliable data center with a fully redundant network
- Software updates and security patches
- Multiple, geographically diverse data centers
- Disaster recovery with emergency, after-hours, live-agent support
- Guaranteed Recovery Time Objective of 8 hours
- Guaranteed Recovery Point Objective of 24 hours
- DDoS Mitigation
- DDoS Advanced Security Coverage at time of attack (additional fees)

Disclaimer



Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

**RESOLUTION 04-0422 APPROVING JOB DESCRIPTIONS AND CREATING NEW
FULL-TIME POSITION OF PUBLIC WORKS ADMINISTRATIVE ASSISTANT AND
SEASONAL MAINTENANCE WORKER II**

WHEREAS, the City of Grimes, Polk County, Iowa, is a duly organized Municipal Corporation; and

WHEREAS, the Public Works Director has determined, in consultation with the Human Resources Director, that the Public Works Department needs an Administrative Assistant for to help provide administrative support to the Department's operations;

WHEREAS, the Human Resources Director has composed a job description and determined a pay range based on the City's comparators;

WHEREAS, the Public Works Director has budgeted for the position in the Fiscal Year 2023 budget cycle (commencing July 1, 2022), and the City Council finds this position appropriate and justified in light of the strategic objectives identified in the annual strategic plan;

WHEREAS, the job description (including pay range) is attached hereto;

WHEREAS, the Public Works Director in concert with the Parks & Recreation Director have determined the need for an alternative schedule, supervisory seasonal position of "Maintenance Worker II" to help manage and balance the operational seasonal parks maintenance activities with the actual recreational programming offerings occurring on the City's parks facilities during the evenings and weekends; and

WHEREAS, the job description (including pay range) is attached hereto.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes,
Iowa, that it hereby approves the job descriptions for the Public Works Administrative Assistant
and Seasonal Parks and Public Works Maintenance Worker II.

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

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title Location

Administrative Assistant – Public Works	Public Works Maintenance Shop
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B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 71, Streets	To: Click here to enter text.
Reports to:	Public Works Director	Bargaining Unit:
Post Offer Testing:	Click here to enter text.	FLSA: \$21.02 - \$27.50, Hourly
Civil Service:	N/A	Hourly/Monthly Pay: Click here to enter text.

C. Job Description Summary

Under the general supervision of the Public Works Director, the Public Works Administrative Assistant performs a variety of general office clerical, internal customer service, and administrative support duties for the Public Works functions in the City, including streets, park maintenance, facilities, snow removal, storm sewer and draining cleaning and maintenance, fleet maintenance, and traffic safety.

D. Routine Job Duties/Responsibilities

<i>Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.</i>
Serve as primary point of contact for public services and field inquiries for all processes and services managed by the department.
Provide administrative support for the functions necessary to conduct Public Works operations, including managing and ordering supplies and inventory, scheduling, and recordkeeping..
Perform general financial/bookkeeping functions like receiving and coding invoices for payables from proper accounts, tracking budgeting and accounts, and related activities.
Manage routine scheduling and communications for all Department business, including regular Council and Commission/Committee meetings, annual department clean-up/scrub day/log and limb events, storm clean-up, and snow removal.
Prepare agendas, packets, and related materials and act as recording secretary for all department business meetings.
Help prepare and serve as custodian of department forms, brochures, and other public and internal information.
Respond to, and research and follow-up on inquiries and requests from staff, management, elected or appointed officials, or members of the public for matters in the scope of the department's functions.
Perform other duties as assigned.

E. Periodic Job Duties/Responsibilities

Should be prepared to notarize documents where needed and attend occasional evening meetings as necessary.
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F. Qualifications

Education/Experience:	High school diploma or GED. Five or more years of experience in administrative support and or customer service. Commitment to high levels of confidentiality related to personnel matters.
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Skills:	Proficiency with keyboarding and computer software including accounting software, general word processing, spreadsheets, email, scheduling, databases and internet research. Experience in customer service, including tracking and resolving reported issues and inquiries from the public.
Knowledge	Modern office technology, including MS Office. Principles and procedures for record keeping, bookkeeping, photo-copier/printer, scanning, inventory, general purchasing and accounting principles.
Licenses/Certifications:	Valid Iowa drivers' license, Notary Public designation within one month of employment.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Light work, exerting up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to have access to various work sites throughout the City and out of the area. Ability to stand or sit, walk, use hand/fingers to handle or feel, talk/hear, see and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	N/A

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Pre-Employment Screening

Action Required	Result	Date
☒ Reference Check	Click here to enter text.	Click here to enter text.
☒ Credit History	Click here to enter text.	Click here to enter text.
☐ Education/License Credentials	Click here to enter text.	Click here to enter text.
☒ Criminal Records	Click here to enter text.	Click here to enter text.
☐ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:
Reviewed with Employee by:	Date:
Employee Signature	Date:



City of Grimes Job Description

A. Position Title	Location
Maintenance Worker II	Public Works Facility

B. Job Specifications		
☐ Regular, Full-Time	☐ Part-Time	☒ Seasonal, From: April 1, 2022
Department:	Department 71, Streets	To: October 1, 2022
Reports to:	Public Works Operations Superintendent	Bargaining Unit: n/a
Post Offer Testing:	Click here to enter text.	FLSA: Non-Exempt
Civil Service:	N/A	Hourly/Monthly Pay: \$18.00 per hour

C. Job Description Summary
Under the general supervision of the Public Works Operations Superintendent, operates a variety of light and medium duty equipment for the maintenance, mowing, operation and construction activities related to parks and public works infrastructure or delivery of services. Will also perform heavy manual labor when required. Will utilize additional skills in construction and maintenance. The nature of the work performed requires that an employee in this class establish and maintain effective working relations between the City's Parks and Recreation and Public Works Departments and with outside contractors, sports clubs, tournament directors, volunteers and the public.

D. Routine Job Duties/Responsibilities
<i>Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.</i>
Maintains and repairs roadways, rights-of-way, sidewalks and other structures to sustain the public works and parks infrastructure.
Operates various vehicles and equipment such as: mowers, tractors, power tools and hand tools.
Performs heavy manual labor to repair concrete and asphalt pavement, remove trees, dig trenches and post holes, load dirt and construction material, backfill ditches or holes, and other activities as required.
Performs minor mechanical and maintenance service to assigned public works vehicles. Performs and documents daily equipment inspections in accordance with department policy.
Inspects and maintains traffic controls signs and pavement markings.
Inspects, cleans and repairs storm and sanitary sewer structures, levees and drainage ways.
Assures that the City's missions, goals and objectives are fully initiated and supported.
Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities
Attends safety meetings and seminars as required and promotes workplace safety. Follows all City and department safety policies and procedures. May work independently with minimal supervision or act as lead person on small crews.

F. Qualifications

Education/Experience:	High School Diploma or GED. General experience in the operation and maintenance of light and medium construction and maintenance equipment or additional skills, training or education.
Skills:	High level of ability with construction equipment, concrete finishing, curb construction, and equipment maintenance.
Knowledge	General knowledge of tools and equipment including heavy, hand/power and electronic. Snow removal training programs, concrete, street repair and leadership certifications preferred.
Licenses/Certifications:	Valid Iowa drivers license
Other:	Must be 18 years old.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Heavy work, exerting up to 100lbs of force occasionally, up to 50lbs of force frequently, up to 20lbs of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb or balance, stoop, kneel, crouch or crawl, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Exposure to extreme temperatures, wet/humid conditions, dust, fumes, noise, vibration, mechanical hazards.

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Pre-Employment Screening

Action Required	Result	Date
☒ Reference Check	Click here to enter text.	Click here to enter text.
☒ Credit History	Click here to enter text.	Click here to enter text.
☒ Education/License Credentials	Click here to enter text.	Click here to enter text.
☒ Criminal Records	Click here to enter text.	Click here to enter text.
☐ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:

Reviewed with Employee by:	Date:
Employee Signature	Date:

GRIMES RESOLUTION 04-1022

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

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

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

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

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

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

PASSED AND APPROVED THIS 12th DAY OF APRIL, 2022.

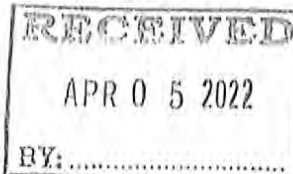
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



**TRAFFIC CONTROL
CORPORATION**
10435 ARGONNE WOODS DRIVE
WOODRIDGE IL 60517
630-543-1300 Fax: 630-543-5050



Page:

1 of 1

INVOICE

Invoice:

133930

Invoice Date:

1/25/2022

Due Date:

2/24/2022

To: 16368
GRIMES, CITY OF
101 NE HARVEY STREET
GRIMES IA 50111 USA

Ship To: GRIMES, CITY OF
PUBLIC WORKS
1700 SE DESTINATION DR
GRIMES IA 50111
USA

A/P Email: MHUGHES@GRIMESIOWA.GOV

Customer PO: 29719

Sales Person: MATT RIESBERG

Ordered On: 6/30/2021

TCC Order No: 728257

Location: GRIMES, IA

Project Desc: IA 141 & IA 44

Contract: PRO# 120.0457.01

Quote No: 640202

Tracking No: 775772221547

Ship Via: 2. FEDEX FREIGHT

Ship Date: 1/17/2022

Pack Sllp: 113245

RMA:

Terms: NET 30

FOB: DESTINATION-FRT INCLUDED

Sales Tax ID: 42-6004731 / GRIMES, CITY OF

Line	Part Number/Description	Quantity	Unit Price	Ext Price
1	CABINET-CONTROLLER CABINET-CONTROLLER TO INCLUDE: ECONOLITE 333SD LOW VOLTAGE CABINET (NATURAL), 18" BASE RISER (NATURAL), COBALT RM CONTROLLER, & PLUG-INS (INTERSECTION OF IA 141 & IA 44)	1.00 EA	24,000.00 /1	24,000.00
2	UPS SYSTEM - BATTERY BACK-UP ALPA UPS SYSTEM TO INCLUDE: FXM-650, UATS, (4) 100 XTV BATTERIES ***NOTE: ENCLOSURE IS NOT INCLUDED*** (INTERSECTION OF IA 141 & IA 44)	1.00 EA	2,590.00 /1	2,590.00
3	ETHERNET SWITCH ETHERNET SWITCH - MOXA EDS-510E-3GTXSFP-T PLUS POWER SUPPLY AND 2) EACH SFP-1GLXLC-T (10KM)	1.00 EA	1,765.00 /1	1,765.00
4	FIBER TERMINATION ENCLOSURE WIC FOR 12 TERMINATIONS WITH TRAYS. ***NOTE: TERMINATIONS BY OTHERS.***	1.00 EA	305.00 /1	305.00

TAX DETAIL

Description	Taxable Amt	Tax Rate	Amount
IAEGRIMES77	28,660.00	0.000%	0.00

Goods & Services: 28,660.00

Total Misc Charges: 0.00

Taxes: 0.00

Invoice Total: \$ 28,660.00
Balance on 04/05/22: \$ 28,660.00
Payment Due: 2/24/2022

Remit To: Traffic Control Corp, 10435 Argonne Woods Drive, Woodridge, IL 60517
Subject to current Terms & Conditions available at www.trafficcontrolcorp.com
Sign up to receive Invoices via email. Send request to AccountingDept@TCC1.com

P.O. No. _____

31792

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Traffic Control Corporation
Name
10435 Argonne Woods Drive, Woodridge, IL 60517
Address
630-543-1300
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Hwy 141 + Hwy 44 Traffic Signal Equipment			\$28,660.00

PURCHASE JUSTIFICATION: *Resolution # 06-1821 Attached.

DEPARTMENT: Development Services

LINE ITEM: 339-210-6490 , Vendor # 2121

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Walt Chen DATE: 4-7-22
PURCHASE ORDER APPROVAL AND ASSIGNMENT

City Administrator _____

Date _____

June 22, 2021
Council Approval date: (if over \$10,000)

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



CHAMBER & ECONOMIC DEVELOPMENT
404 SE 2nd Street, Suite 200
Grimes, Iowa 50111
Phone: (515) 986-5770
www.grimesiowa.com

April 5th, 2022

City of Grimes
% Rochelle Williams, City Clerk
101 NE Harvey Street
Grimes, IA 50111

**Subject: 2022 Home Base Grimes Fireworks Show
Request for Permit for Supervised Display of Fireworks**

Dear Rochelle,

On behalf of Grimes Chamber & Economic Development, working in partnership with the City of Grimes, and on behalf of our local Home Base Grimes initiative, I cordially request permission to host a supervised display of fireworks on July 4th, 2022 at the South Sports Complex.

We have contracted with Night Magic Displays, the same company with whom we have worked with for nearly two decades. The cost of the show, per our contract, is \$14,400, which is an increase from the past year. Enclosed in this correspondence is a partially completed permit form and a copy of Night Magic Displays Certificate of Liability Insurance.

Please feel free to contact me with any questions, requests, or concerns.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Buethe', is written over a horizontal line.

Brian Buethe
President | CEO

Attachments

PERMIT FOR SUPERVISED DISPLAY OF FIREWORKS

Date of Issue: _____ Permit # _____

Permit Holder: Grimes Chamber & Economic Development
404 SE 2nd Street, Suite 200
Grimes, IA 50111

is hereby granted to permission to conduct a public fireworks display
of fireworks on the 4th day of July 20 22,
at approximately 9:45 p.m. at Grimes, Iowa, South Sports Complex, Polk County
(City) (Village / Unincorporated Area) (County)

Brian Buethe, President | CEO, GCED is found to be a competent
individual and is hereby designated as the sponsor of said event.
Fireworks will be ignited by employees of Night Magic Displays d/b/a
Pyro Magic Displays, La Porte IN.

Issuing Officer

This permit is **NON TRANSFERABLE** and must be in the possession
of display sponsor. Submit copy via fax to 574.272.6042 or email to
magicpyro@aol.com

Night Magic Displays
3999 Hupp Road, Building R-3-1
La Porte, IN 46350



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2022

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 and Associates, Inc. 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 E-MAIL ADDRESS: info@brittongallagher.com		
INSURED Miand Inc. dba Night Magic Displays 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Everest Indemnity Insurance Co.		10851
		INSURER B : Everest Denali Insurance Company		16044
		INSURER C : Liberty Mutual Insurance Co		
		INSURER D : Liberty Mutual Insurance Co		25035
		INSURER E : Axis Surplus Ins Company		26620
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 198500248**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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y		SI8GL01460-221	2/4/2022	2/4/2023	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 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			SI8CA00186-221	2/4/2022	2/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			P-001-000243093-03	2/4/2022	2/4/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C D D	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	WC539S-714654-011 WC5-34S-524913-030 WC5-34S-311836-051	2/4/2022 2/4/2022 2/4/2022	2/4/2023 2/4/2023 2/4/2023	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Excess Liability #2			SI8EX01319-221	2/4/2022	2/4/2023	Each Occ/ Aggregate \$5,000,000 Total Limits \$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. The City of Grimes and the Grimes Chamber and Economic Development are named as additional insured with respect to the July 4, 2022 fireworks display in Grimes Iowa.

CERTIFICATE HOLDER**CANCELLATION**

Grimes Chamber & Economic Development
404 SE 2nd St Suite 200
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

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

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Robles Property

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$20,027.44 for the permanent and temporary easements, as well as landscaping.

In addition to this offer, the City will supply a water service connection to the property, thus taking the property off of the existing private well.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Easement Cost = \$20,027.44
Est. Water Service Cost = \$10,000

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 04-1122

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA ROBLES
PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes WRA Connector Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

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

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

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

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Hope Orton Property

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$34,500 for the permanent and temporary easements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Easement Cost = \$34,500

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 04-1222

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA HOPE
ORTON PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes WRA Connector Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

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

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

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

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

Meeting: April 12, 2022

AGENDA HEADING:

Resolution Approving Temporary Construction Access Agreement

SYNOPSIS:

With the construction of the Grimes WRA Connector, certain trees were needing to be removed to allow for the construction. Specifically, this area of Iowa is occasionally home to the Indian Bat, which is a protected species. Certain trees, which have been identified as Indiana Bat habitat, may be removed, however must be done before between October 1 and March 31st.

Trees that meet the criteria for the Indiana Bat habitat were identified on the HD LLC property, which is along the route for the Grimes WRA Connector. As staff and the owner have not yet wrapped up the easement acquisition process, the owner of the HD LLC property granted the City of Grimes temporary access to remove the trees. In recognition of the temporary access, Staff offered a payment of \$5,000 to the owner. The temporary access allowed the City to continue moving forward without a delay, thus the payment of \$5,000 was determined to be appropriate.

FISCAL IMPACT:

\$5,000 - funded from the WRA project fund.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION APPROVING GRIMES TEMPORARY CONSTRUCTION ACCESS
AGREEMENT

WHEREAS, With the Construction of the Grimes WRA Connector Property (the “Project”), it was identified that certain trees would need to be removed prior to March 31st (the “Tree Removals”); and

WHEREAS, certain Tree Removals located on property owned by HD LLC (the “HD Property”) were identified and,

WHEREAS, the necessary easements for the Project have not yet been obtained, however the owner of the HD Property allowed temporary access to remove the trees; and,

WHEREAS, Staff agreed to compensate the owner a total of \$5,000 for the early access to the Property.

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

1. That the City approves the Grimes Temporary Construction Access Agreement.
2. That the City Council authorized the payment of \$5,000 per the agreement.

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

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

GRIMES TEMPORARY CONSTRUCTION ACCESS AGREEMENT

WHEREAS, HD LLC, the undersigned (the "Owner"), owns certain private real property described on Exhibit A ("Property") and

WHEREAS, the City is requesting temporary access upon the Property to perform tree removals (the "Tree Removals") within the area described and depicted on Exhibit B ("Removal Area").

WHEREAS, the Owner, desires to permit the City of Grimes, Iowa (the "City") to perform the Tree Removals within the Removal Area upon the Property; and

THEREFORE, in consideration of the above premises and the promises and covenants hereinafter stated, and other good and valuable consideration, receipt of which is hereby acknowledged, the Owner and the City agree as follows:

1. The City will perform the Tree Removals, within the Removal Area upon the Property.
2. The Owner hereby grants to the City the use of and access under, over, on, through, across and within the Property for the Tree Removals as herein specified, and authorizes the City to use such removal process as the City deems necessary and appropriate to carry out such removal work.
3. For purpose of this Agreement the removal work benefiting, affecting or necessitating the use of said Property shall be limited to the following: The removal by felling of the 13 trees within the Removal Area. Following the felling of the trees, the trees will be chipped and removed with the construction of the Grimes WRA Connector Project. Access to the Removal Area shall be light duty vehicle only, and the Tree Removals shall be by chainsaw.
4. The City agrees to restore the Property to a condition equal to the existing prior to the conduct or performance by the City of said Tree Removals, subject to the changes necessarily caused by the conduct or performance of said Tree Removals.
5. The City agrees to compensate the Owner, Five Thousand and 0/100 (\$5,000) in recognition to preform the Tree Removals.
6. Notwithstanding any obligations or duties assumed by the City herein, except as stated in paragraph 4 above, the Owner hereby retains the responsibility for maintaining and repairing the Property and Removal Area.
7. This Agreement shall be in full force and effect until the 1st day of May, 2022, and may be terminated by either party hereto by providing the other party with written notice of termination. Such termination to be effective upon receipt of the same.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the ____ day of _____, 2022.

CITY OF GRIMES, IOWA

By _____

Owner

By _____

Exhibit A

PARCEL G BOOK 15019 PAGE 56 LOT 1 PEITZMAN'S SUBDIV

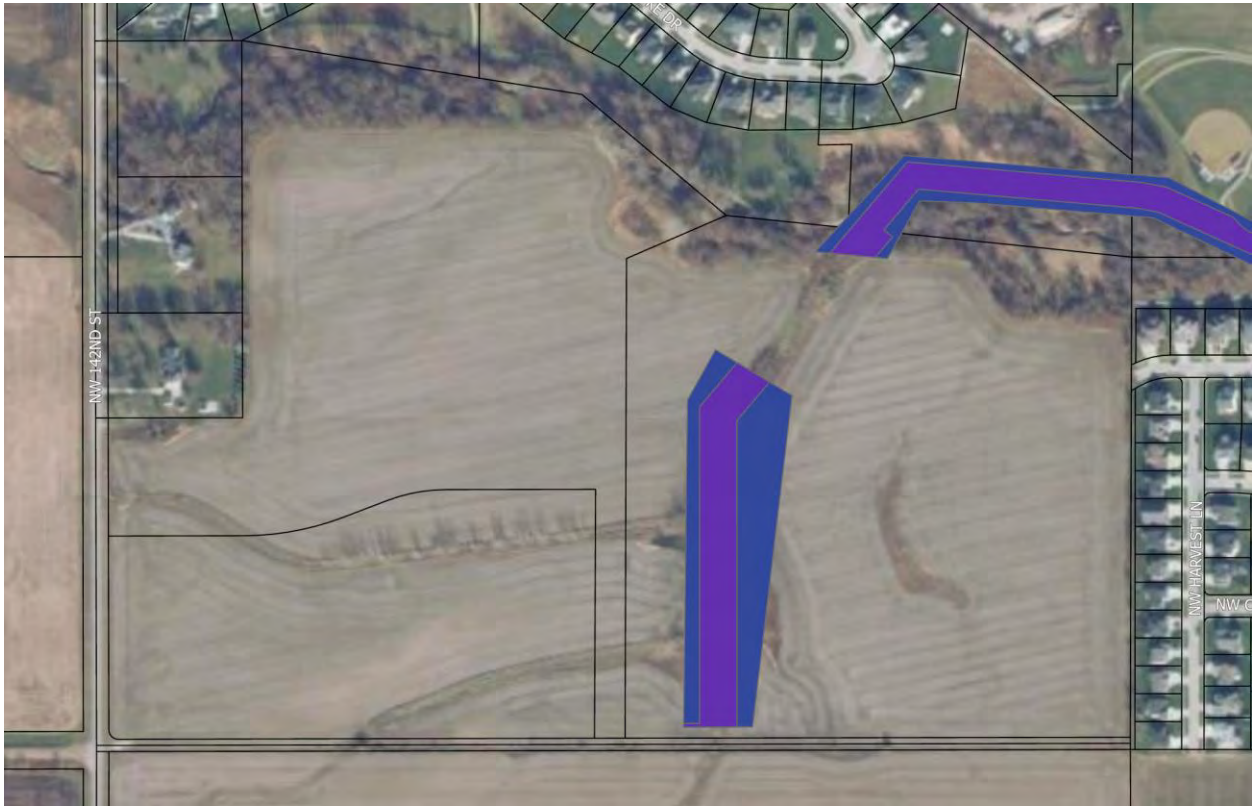
And

PARCEL H BK 15019 PG 56 BNG PRT OF LOT 1 PEITZMAN'S SUBDIV

And

PARCEL C BK 14454 PG 913 LT 1 PEITZMAN'S SUBDIV

Exhibit B





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

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 3 Lot 38.

SYNOPSIS: The owner of 709 NE 21st Street 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 Heritage at Grimes Plat 3

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 Heritage at Grimes Plat 3 Lot 38.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 38 IN HERITAGE AT GRIMES PLAT 3
709 NE 21ST STREET

WHEREAS, the owners of Lot 38 in Heritage at Grimes Plat 3 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 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 38, Heritage at Grimes Plat 3, 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 12th day of April, 2022.

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 Orton Homes, LLC (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 38 of Heritage at Grimes Plat 3 (709 NE 21st Street), 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 June 14, 2016 recorded on September 16, 2016, in Book 16183, Page 250-256, 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 15th day of March, 2022

PROPERTY OWNERS

HAYLEY GARDNER

Notarial Seal, Iowa

Commission Number 824949

Commission Expires April 24, 2023

Tam McDonald

Orton Homes, LLC

TAM McDONALD

Name

COO

Title

STATE OF IOWA)

COUNTY OF Polk) SS

On this 15th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

Hayley Gardner

Notary Public in and for the
State of Iowa

My Commission expires April 24, 2023

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' black chain link fence has been proposed to be constructed in an overland flowage easement on Lot 38 of Heritage at Grimes Plat 3 (709 NE 21st Street) in accordance to permit number FN-22-006.



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

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Kennybrook South Plat 4 Lot 17.

SYNOPSIS: The owner of 812 SW Timberview 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 Kennybrook South Plat 4.

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 Kennybrook South Plat 4 Lot 17.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 17 IN KENNYBROOK SOUTH PLAT 4
812 SW TIMBERVIEW DRIVE

WHEREAS, the owners of Lot 17 in Kennybrook South Plat 4 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 17, Kennybrook South Plat 4, 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 12th day of April, 2022.

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 Monica Witzman and Sam Graving, as joint tenants with full rights of survivorship and not as tenants in common, (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 17 of Kennybrook South Plat 4 (812 SW Timberview 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 June 14, 2016 recorded on September 27, 2016, in Book 16197, Page 572-576, 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.

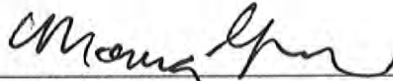
5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement 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 1 day of April, 2022.

PROPERTY OWNERS



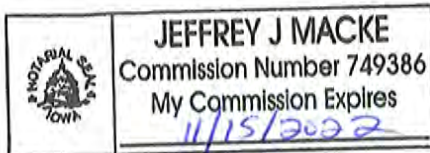
Monica Witzman



Sam Graving

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 1 day of April, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Monica Witzman, 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.





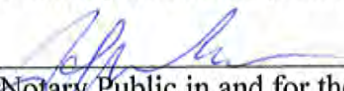
Notary Public in and for the
State of Iowa

My Commission expires 11/15/2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 1 day of April, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sam Graving, 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 11/15/2022

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 17 of Kennybrook South Plat 4 (812 SW Timberview Drive) in accordance to permit number FN-22-013.



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

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Autumn Park West Plat 1 Lot 33.

SYNOPSIS: The owner of 1808 NW 8th Street has requested approval to install a fence within the surface water 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 surface water flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve surface water flowage easement for Autumn Park West Plat 1

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Autumn Park West Plat 1 Lot 33.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SURFACE WATER
FLOWAGE EASEMENT FOR
LOT 33 IN AUTUMN PARK WEST PLAT 1
1808 NW 8TH STREET

WHEREAS, the owners of Lot 33 in Autumn Park West Plat 1 in the City of Grimes, Iowa (the “Property”) have submitted to the City of Grimes a Consent and Agreement for Improvements within surface water 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 surface water 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 surface water flowage easement (“Consent and Agreement”) regarding Lot 33, Autumn Park West Plat 1, 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 12th day of April, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Katelyn Cox and Sandra Bassett, Joint Tenants with full rights of survivorship and not as Tenants in Common, (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 33 of Autumn Park West Plat 1 (1808 NW 8th Street), 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 surface water flowage easement dated September 11, 2018 recorded on November 30, 2018, in Book 17164, Page 765-769, 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.

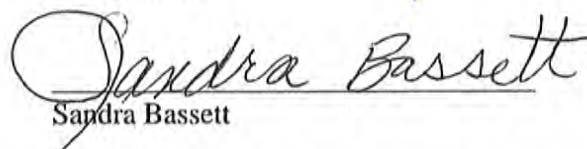
The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the 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 29th day of March, 2022.

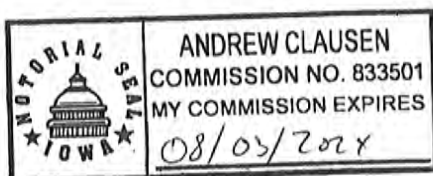
PROPERTY OWNERS

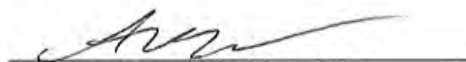

Katelyn Cox


Sandra Bassett

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 29th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Katelyn Cox, 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.

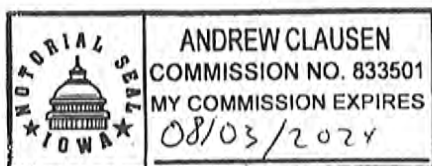


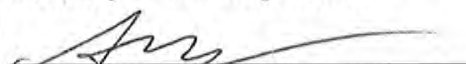

Notary Public in and for the
State of Iowa

My Commission expires 08/03/2024

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 29th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sandra Bassett, 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 08/03/2024

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' chainlink fence has been proposed to be constructed in a surface water flowage easement on Lot 33 of Autumn Park West Plat 1 (1808 NW 8th Street) in accordance to permit number FN-22-008.



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

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 6 Lot 2.

SYNOPSIS: The owner of 2112 NE Little Beaver 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 Heritage at Grimes Plat 6

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 Heritage at Grimes Plat 6 Lot 2.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 2 IN HERITAGE AT GRIMES PLAT 6
2112 NE LITTLE BEAVER DRIVE

WHEREAS, the owners of Lot 2 in Heritage at Grimes Plat 6 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 2, Heritage at Grimes Plat 6, 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 12th day of April, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in an overland flowage easement on Lot 2 of Heritage at Grimes Plat 6 (2112 NE Little Beaver Dr) in accordance to permit number FN-22-010.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: SE Trail Ridge Road Water Main – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the SE Trail Ridge Road Water Main project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on April 12th, hold the bid opening on May 3rd @ 10:30 AM, hold the public hearing on May 10th @ 5:30 PM and award the project following the public hearing.

This project includes the replacement of the existing water main along SE Trail Ridge Road from SE Little Beaver Drive to SE 6th Street/SE Trail Ridge Road. This project is scheduled to start construction this summer and reach substantial completion within 70 working days after an issuance of the Notice to Proceed and an additional 10 working days following substantial for full completion. The project includes \$1,000/calendar day liquidated damages for non-compliance with substantial completion and \$500/calendar day for non-compliance with full completion.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$535,000. This project is being funded through a Capital Improvements Plan budget line item for this work.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with MSA Professional Services, Inc. for engineering design services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of May 3rd @ 10:30 AM and public hearing date of May 10th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SE TRAIL RIDGE ROAD WATER MAIN, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," 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 04-1822

RESOLUTION ORDERING CONSTRUCTION OF THE SE TRAIL RIDGE ROAD WATER MAIN, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the SE Trail Ridge Road Water Main; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SE Trail Ridge Road Water Main, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The SE Trail Ridge Road Water Main project includes the replacement of the existing water main along SE Trail Ridge Road from SE Little Beaver Drive to SE 6th Street/SE Trail Ridge Road in the City of Grimes.

The construction includes approximately 1,310 LF of 8" trenchless PVC water main, 810 LF of 8" trenching PVC water main, and 30 LF of 6" trenching PVC water main. Other associated improvements include: temporary granular surfacing, removal of existing driveways, removal & replacement of sidewalk pavement, fire hydrant removal and installation, water service installation, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to May 3, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on May 10, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on May 10, 2022.

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

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

SE TRAIL RIDGE ROAD WATER MAIN

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **SE Trail Ridge Road Water Main** project at its meeting at **5:30 P.M. on the 10th day of May, 2022**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in said Grimes City Hall on the **3rd day of May, 2022**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated **at 10:30 A.M on the 3rd day of May, 2022**, in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 10th day of May, 2022**, in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than June 13, 2022, and no later than July 5, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in June 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Our Community" section by selecting "Project Bid Information" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the MSA Professional Services, Inc., 1555 SE Delaware Ave, Suite F, Ankeny, IA 50021, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-1920 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

SE TRAIL RIDGE ROAD WATER MAIN

The SE Trail Ridge Road Water Main project includes the replacement of the existing water main along SE Trail Ridge Road from SE Little Beaver Drive to SE 6th Street/SE Trail Ridge Road in the City of Grimes.

The construction includes approximately 1,310 LF of 8" trenchless PVC water main, 810 LF of 8" trenched PVC water main, and 30 LF of 6" trenched PVC water main. Other associated improvements include: temporary granular surfacing, removal of existing driveways, removal & replacement of sidewalk pavement, fire hydrant removal and installation, water service installation, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **seventy (70) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and roadway construction completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **12th day of April, 2022.**

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **15th day of April, 2022.**

Published in a newspaper with local circulation the **28th day of April, 2022.**



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: SE Jacob Street Reconstruction and Storm Sewer – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the SE Jacob Street Reconstruction and Storm Sewer. The proposed schedule for this project is to set the dates for the bid letting and public hearing on April 12th, hold the bid opening on May 3rd @ 10:30 AM, hold the public hearing on May 10th @ 5:30 PM and award the project following the public hearing.

This project includes project includes the replacement of the existing road along SE Jacob Street from E. 1st Street to SE 6th Street along with some storm sewer improvements. This project is scheduled to start construction this summer and reach substantial completion within 80 working days after an issuance of the Notice to Proceed and an additional 10 working days following substantial for full completion. The project includes \$1,000/calendar day liquidated damages for non-compliance with substantial completion and \$500/calendar day for non-compliance with full completion.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$1,150,000. This project is being funded through a Capital Improvements Plan budget line item for this work.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with MSA Professional Services, Inc. for engineering design services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of May 3rd @ 10:30 AM and public hearing date of May 10th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SE JACOB STREET RECONSTRUCTION AND STORM WATER, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," 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 04 -1922

**RESOLUTION ORDERING CONSTRUCTION OF THE SE JACOB STREET
RECONSTRUCTION AND STORM WATER, AND FIXING A DATE FOR HEARING
THEREON AND TAKING OF BIDS THEREFOR**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the SE Jacob Street Reconstruction and Storm Sewer; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SE Jacob Street Reconstruction and Storm Sewer, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The SE Jacob Street Road Reconstruction and Storm Sewer project includes the replacement of the existing road along SE Jacob Street from E. 1st Street to SE 6th Street in the City of Grimes.

The construction includes approximately 5,540 SY of 7" PCC Pavement along SE Jacob St (20' wide with sloped curb) and along SE 6th St (25'/29' wide with standard curb), 6,490 SY of 6" Granular Subbase, 1,150 LF of storm sewer less than or equal to 24-in diameter, 210 LF of storm sewer greater than 24-in diameter, replacement of 70 LF 60" RCP culvert pipe, including a modified pipe apron, manholes and intakes. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, removal of existing storm tank structure, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to May 3, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on May 10, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on May 10, 2022.

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

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

SE JACOB STREET RECONSTRUCTION AND STORM SEWER

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **SE Jacob Street Reconstruction and Storm Sewer** project at its meeting at **5:30 P.M. on the 10th day of May, 2022**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **3rd day of May, 2022**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated **at 10:30 A.M. on the 3rd day of May, 2022**, in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 10th day of May, 2022**, in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than July 5, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in May 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Our Community" section by selecting "Project Bid Information" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the MSA Professional Services, Inc., 1555 SE Delaware Ave, Suite F, Ankeny, IA 50021, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-1920 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

SE JACOB STREET RECONSTRUCTION AND STORM SEWER

The SE Jacob Street Road Reconstruction and Storm Sewer project includes the replacement of the existing road along SE Jacob Street from E. 1st Street to SE 6th Street in the City of Grimes.

The construction includes approximately 5,540 SY of 7" PCC Pavement along SE Jacob St (20' wide with sloped curb) and along SE 6th St (25'/29' wide with standard curb), 6,490 SY of 6" Granular Subbase, 1,150 LF of storm sewer less than or equal to 24-in diameter, 210 LF of storm sewer greater than 24-in diameter, replacement of 70 LF 60" RCP culvert pipe, including a modified pipe apron, manholes and intakes. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, removal of existing storm tank structure, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **eighty (80) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and roadway paving construction completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **12th day of April, 2022.**

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **15th day of April, 2022.**

Published in a newspaper with local circulation the **28th day of April, 2022**



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: County Line Road Traffic Signal Improvements – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the County Line Road Traffic Signal Improvements. The proposed schedule for this project is to set the dates for the bid letting and public hearing on April 12th, hold the bid opening on May 3rd @ 10:30 AM, hold the public hearing on May 10th @ 5:30 PM and award the project following the public hearing.

This project includes the installation of permanent traffic signals at the intersection of Highway 44 and County Line Road. This project is scheduled to start construction this summer and reach full completion by May 1st, 2023. The project includes full completion by this date with liquidated damages of \$1,000/day for noncompliance.

FISCAL IMPACT: The project construction costs are estimated to be approximately \$195,000. This project is being funded through a Capital Improvements Plan budget line item for this work.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with Bolton and Menk, Inc. for engineering design services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of May 3rd @ 10:30 AM and public hearing date of May 10th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," 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 04 -2022

RESOLUTION ORDERING CONSTRUCTION OF THE COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the County Line Road Traffic Signal Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the County Line Road Traffic Signal Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The County Line Road Traffic Signal Improvements project includes the installation of four traffic signals, associated equipment, and other miscellaneous associated work necessary to complete the project at the intersection of Highway 44 and County Line Road. The City of Grimes will provide the 48V traffic signal cabinet, riser, and controller with accessories; signal poles and mast arms; traffic signal and pedestrian signal heads with indications; and Grid Smart detection system with cameras. The city-provided equipment will be available for contractor pick up at the Grimes Public Works Facility at 1700 SE Destination Drive, Grimes, IA 50111.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to May 3, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on May 10, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on May 10, 2022.

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

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

County Line Road Traffic Signal Improvements
CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **County Line Road Traffic Signal Improvements** project at its meeting at **5:30 P.M. on the 10th day of May, 2022**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **3rd day of May, 2022**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 3rd day of May, 2022**, in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 10th day of May, 2022**, in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in June 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Our Community" section by selecting "Project Bid Information" for no cost. Project information estimated, total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Bolton & Menk, Inc, 430 East Grand, Suite 101, Des Moines, IA 50309, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call Bolton & Menk, Inc. 515-259-9190 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

County Line Road Traffic Signal Improvements

The County Line Road Traffic Signal Improvements project includes the installation of four traffic signals, associated equipment, and other miscellaneous associated work necessary to complete the project at the intersection of Highway 44 and County Line Road. The City of Grimes will provide the 48V traffic signal cabinet, riser, and controller with accessories; signal poles and mast arms; traffic signal and pedestrian signal heads with indications; and Grid Smart detection system with cameras. The city-provided equipment will be available for contractor pick up at the Grimes Public Works Facility at 1700 SE Destination Drive, Grimes, IA 50111.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project by **May 1st, 2023**. Full completion for the overall project shall be defined as all utility, grading, pavement, and surface restoration construction completed, with the new streets fully open to traffic and the traffic signal fully operational. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

Contractor shall meet interim milestone dates as follows:

- Underground components completed by October 30, 2022.
- Upon receipt of traffic signal equipment – 25 working days to install
- Project Completion May 1, 2023.

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **12th day of April, 2022**.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **15th day of April, 2022**.

Published in a newspaper with local circulation the **28th day of April, 2022**.



Grimes - Arrest Counts

Total: 26 People Arrested With 36 Charges

People Arrested With Highest Charge - Grimes			
Year	Month	Charge	Count
2022	Mar	ASSAULT CAUSING BODILY INJURY	1
		CARRYING WEAPONS	1
		DRIVING WHILE BARRED - HABITUAL OFFENDER	2
		DRIVING WHILE LICENSE DENIED,SUSP,CANCELLED OR REVOKED	1
		DRIVING WHILE LICENSE SUSPENDED OR REVOKED	1
		FAILURE TO APPEAR - FELONY OR WHILE AWAITING SENTENCING OR A	1
		FAILURE TO APPEAR - MATERIAL WITNESS	1
		FRAUDULENT PRACTICE 2ND DEGREE	1
		FRAUDULENT PRACTICE 5TH DEGREE	1
		OPEN CONTAINER - DRIVER 21 YRS OLD AND OLDER Open Container	1
		OPERATING WHILE INTOXICATED - SECOND OFFENSE	2
		OPERATING WHILE INTOXICATED, First Offense	1
		OPERATING WHILE UNDER THE INFLUENCE 1ST OFFENSE	1
		POSSESSION OF A CONTROLLED SUBSTANCE	1
		THEFT 4TH DEGREE -- Bad Check Over \$200 Under \$500	1
		THEFT 5TH DEGREE -- Other Means Under \$200	6
		VIOLATION OF NO CONTACT OR PROTECTIVE ORDER	1
		VIOLATION OF PROBATION - 1985	2
		Month Total	26
		Year Total	

All Arrest Charges - Grimes			
Year	Month	Charge	Charge Count
2022	Mar	ASSAULT CAUSING BODILY INJURY	1
		CARRYING WEAPONS	1
		DRIVING WHILE BARRED - HABITUAL OFFENDER	3
		DRIVING WHILE LICENSE DENIED,SUSP,CANCELLED OR REVOKED	1
		DRIVING WHILE LICENSE SUSPENDED OR REVOKED	1
		ELUDING	1
		FAILURE TO APPEAR - FELONY OR WHILE AWAITING SENTENCING OR A	1
		FAILURE TO APPEAR - MATERIAL WITNESS	1
		FAILURE TO PROVIDE PROOF OF FINANCIAL LIABILITY No Accident	1
		FRAUDULENT PRACTICE 2ND DEGREE	1
		FRAUDULENT PRACTICE 5TH DEGREE	1
		INFORMATION AND AID-LEAVING SCENE OF ACCIDENT	1
		INTERFERENCE WITH OFFICIAL ACTS	1
		OPEN CONTAINER - DRIVER 21 YRS OLD AND OLDER Open Container	2
		OPERATING NON REGISTERED VEHICLE -	1
		OPERATING WHILE INTOXICATED - SECOND OFFENSE	2
		OPERATING WHILE INTOXICATED, First Offense	1
		OPERATING WHILE UNDER THE INFLUENCE 1ST OFFENSE	2
		OPERATION WITHOUT REGISTRATION	1
		POSSESSION OF A CONTROLLED SUBSTANCE	1
		THEFT 4TH DEGREE -- Bad Check Over \$200 Under \$500	1
		THEFT 5TH DEGREE -- Other Means Under \$200	6
		VIOLATION OF NO CONTACT OR PROTECTIVE ORDER	1
		VIOLATION OF PROBATION - 1985	3
		Month Total	
Year Total		36	



Grimes - Calls For Service Counts

Year	Month	Naturecode	CFS
2022	Mar	ABAND	6
		ACCIDENT	28
		ANIMAL	25
		ASSAULT	4
		ASSIST	68
		AUDIBLE	33
		BROADCAST	3
		BUILDING	173
		BURG	3
		BUSVIOL	2
		CHINA	1
		CIVIL	2
		COMMFIRE	8
		DEBRIS	9
		DISPUTE	25
		DITCH	1
		DOMESTIC	11
		DPQ	12
		FIGHT	1
		FOLLOW	20
		FOUND	2
		FRAUD	11
		HARASS	3
		HAZMAT	1
		HITRUN	4
		INCOMP	9
		INFO	5
		INTOX	1
		INVESTIG	2
		KEYS	15
		LOST	2
		MENTAL	5
		MESSAGE	5
		MISC	2
		NARC	3
		OPEN	2
		OWI	3

2022	Mar	PARK	36
		POSS	1
		PUBLIC	22
		PW	1
		RADAR	74
		RECKLESS	9
		RESCUE	1
		RESDFIRE	1
		SHOPLIFT	2
		SIGNALS	1
		SILENT	3
		STALLED	24
		STILL	2
		SUICIDE	2
		SUSP	39
		THEFT	18
		THREAT	2
		TRAFFIC	270
		TRESPASS	5
		UNK	2
		VANDAL	2
		WANTED	2
		WATCH	11
		WELFARE	13
		WIRES	1
	Month Total		1,054
Year Total		1,054	



Grimes - Citation Counts

Total Citations & Written Warnings: 258

All Citation Charges - Grimes				
Year	Month	Charge	Citation	Written Warning
2022	Mar	DARK WINDOW OR WINDSHIELD Dark Windows or Windshield		2
		DRIVING WHILE LICENSE UNDER SUSPENSION	5	3
		FAIL TO CARRY REGISTRATION CARD -		1
		FAIL TO DISPLAY REGISTRATION PLATE -		4
		FAIL TO DISPLAY REGISTRATION PLATE		3
		FAIL TO OBEY STOP SIGN AND YIELD RIGHT OF WAY Fail to Yield	2	4
		FAIL TO RESPOND TO FLASHING YELLOW CAUTION SIGNAL		1
		FAIL TO YIELD UPON ENTERING THROUGH HIGHWAY Fail to Yield Up	1	
		FAIL TO YIELD UPON LEFT TURN		1
		FAILURE TO CARRY REGISTRATION CARD Failure to Carry Registra	1	
		FAILURE TO MAINTAIN CONTROL Fail to Maintain Control of MV		1
		FAILURE TO MAINTAIN OR USE SAFETY BELTS - ADULT Fail to Use	1	
		FAILURE TO OBEY TRAFFIC CONTROL DEVICE Fail to Obey Traffic	6	7
		FAILURE TO POSSESS VALID LICENSE WHILE OPERATING MOTOR VEHIC	2	1
		FAILURE TO PROVIDE PROOF OF FINANCIAL LIABILITY No Accident	9	7
		FAILURE TO USE HEADLAMPS WHEN REQUIRED		1
		FAILURE TO YIELD TO VEHICLE ON RIGHT Failure to Yield - Ente	1	
		FOLLOWING TOO CLOSE Follow Too Closely	2	1
		HANDICAP PARKING VIOLATION	1	
		IMPROPER BRAKE LIGHT		19
		IMPROPER REAR LAMPS Improper Rear Lamps		13
		IMPROPER REGISTRATION PLATE LAMP		6
		IMPROPER USE OF HANDICAPPED PARKING SPACE	1	
		IMPROPER USE OF LANES		3
		INSUFFICIENT NUMBER OF HEADLIGHTS		6
		MINOR USING TOBACCO PRODUCT 1ST OFFENSE Possess Tobacco/Ciga	1	

2022	Mar	NO VALID DRIVERS LICENSE	4	1
		OPEN CONTAINER - DRIVER 21 YRS OLD AND OLDER Open Container	2	
		OPERATING NON REGISTERED VEHICLE -		1
		OPERATING NON-REGISTERED VEHICLE	1	
		OPERATION WITHOUT REGISTRATION Operate/Allow Operation of No	15	38
		PARKING VIOLATION -	3	
		REGISTRATION VIOLATION -		1
		SPEEDING 55 OR UND ZONE (1 THRU 5 OVER) Speeding 55 or Under	2	3
		SPEEDING 55 OR UND ZONE (11 THRU 15 OVER) Speeding 55 or Und	1	9
		SPEEDING 55 OR UND ZONE (16 THRU 20 OVER)	3	3
		SPEEDING 55 OR UND ZONE (6 THRU 10 OVER) Speeding 55 or Unde	5	9
		STOPPING/PARKING PROHIBITED FOR SNOW REMOVAL	27	
		TURNING AT INTERSECTION VIOLATION	4	4
		UNLAWFUL PASSING OF SCHOOL BUS - FIRST OFFENSE	1	
		USE ELECTRONIC COMMUNICATION DEVICE - AGE 18 OR ABOVE Use EI	3	1
		Month Total	104	154
	Year Total		104	154



Grimes - Incident Counts

Total: 125 Incidents With 149 Charges

Incidents By The Highest Charge - Grimes			
Year	Month	Charge	Count
2022	Mar		9
		ANIMAL BITE - DOG	1
		ANIMAL IMPOUND - DOG	1
		ANIMAL: OTHER ANIMAL INCIDENT	1
		ASSAULT - General	1
		ASSAULT CAUSING BODILY INJURY OR MENTAL ILLNESS	1
		BURGLARY 3RD DEGREE - UNOCCUPIED MOTOR VEHICLE	3
		CIVIL DISPUTE	2
		CRIMINAL MISCHIEF 5TH DEGREE	3
		CRIMINAL MISCHIEF 5TH DEGREE Damage Under \$200	1
		DEPENDANT ADULT ABUSE, RECKLESS ACT RESULTING IN INJURY	1
		DOA - DEATH INVESTIGATION	1
		DRIVING WHILE BARRED - HABITUAL OFFENDER	1
		DRIVING WHILE BARRED HABITUAL OFFENDER	1
		DRIVING WHILE LICENSE DENIED,SUSP,CANCELLED OR REVOKED	1
		ELUDING - WILLFUL FAILURE TO STOP FOR LAW ENFORCEMENT	1
		EXTORTION -- Reputation/Business Threatened	1
		FOUND PROPERTY	2
		FRAUDULENT PRACTICE 1ST DEGREE	1
		FRAUDULENT PRACTICE 2ND DEGREE	1

2022	Mar	FRAUDULENT PRACTICE 2ND DEGREE -- Accept Property Interest O	1
		FRAUDULENT PRACTICE 2ND DEGREE -- Other Means, Over \$1,000 U	2
		FRAUDULENT PRACTICE 4TH DEGREE	1
		FRAUDULENT PRACTICE 4TH DEGREE -- Other Means Over \$200 Unde	1
		HARASSMENT - 1ST DEGREE - Threaten Forcible Felony	2
		HARASSMENT - 3RD DEGREE - Personal Contact	1
		HEALTH AND WELFARE	3
		IDENTITY THEFT UNDER \$1,500	1
		IMPOUND - NO HOLD	4
		INDECENT CONTACT WITH A CHILD - Fondle or Touch	1
		INFORMATION	15
		LEAVE SCENE OF ACCIDENT - FAIL TO PROVIDE AID OR INFORMATION	1
		LOST PROPERTY	1
		OPERATING WHILE UNDER THE INFLUENCE 1ST OFFENSE	3
		OPERATING WHILE UNDER THE INFLUENCE 2ND OFFENSE	1
		POSSESSION OF CONTROLLED SUBSTANCE 1ST OFFENSE - Possession	2
		POSSESSION OR CARRYING OF DANGEROUS WEAPONS WHILE UNDER THE	1
		REPORTING ACCIDENTS - DAMAGE > \$1000	20
		SICK AND CARE	1
		SUSPICIOUS ACTIVITY	1
		THEFT 2ND DEGREE -- General Over \$1,000 Under \$10,000	1
		THEFT 2ND DEGREE -- Other Means \$1,000 - \$10,000	2

2022	Mar	THEFT 3RD DEGREE -- General Over \$500 Under \$1,000	1
		THEFT 4TH DEGREE -- Bad Check Over \$200 Under \$500	1
		THEFT 5TH DEGREE -- Other Means Under \$200	9
		TRESPASS 1ST OFFENSE- Knowingly Trespass Upon Property of A	1
		VERBAL DISPUTE	3
		VERBAL DOMESTIC	1
		VIOLATION OF NO CONTACT OR PROTECTIVE ORDER	1
		WANTED PERSON - DES MOINES WARRANT	1
		WANTED PERSON - OTHER IOWA	3
		WANTED PERSON - POLK COUNTY WARRANT	4
		Month Total	
	Year Total		125

All Incident Charges - Grimes			
Year	Month	Charge	Charge Count
2022	Mar		9
		ANIMAL BITE - DOG	1
		ANIMAL IMPOUND - DOG	1
		ANIMAL: OTHER ANIMAL INCIDENT	1
		ASSAULT - General	1
		ASSAULT (SMMS)	1
		ASSAULT CAUSING BODILY INJURY OR MENTAL ILLNESS	1
		BURGLARY 3RD DEGREE - UNOCCUPIED MOTOR VEHICLE	3
		CIVIL DISPUTE	2
		CRIMINAL MISCHIEF 5TH DEGREE	3
		CRIMINAL MISCHIEF 5TH DEGREE Damage Under \$200	1
		DEPENDANT ADULT ABUSE, RECKLESS ACT RESULTING IN INJURY	1
		DOA - DEATH INVESTIGATION	1
		DRIVING WHILE BARRED - HABITUAL OFFENDER	1
		DRIVING WHILE BARRED HABITUAL OFFENDER	1
		DRIVING WHILE LICENSE DENIED,SUSP,CANCELLED OR REVOKED	1
		ELUDING - INJURY, OWI, DRUGS OR PARTICIPATE IN FELONY	1
		ELUDING - WILLFUL FAILURE TO STOP FOR LAW ENFORCEMENT	1
		EXTORTION -- Reputation/Business Threatened	1
		FAILURE TO PROVIDE PROOF OF FINANCIAL LIABILITY No Accident	1
		FOUND PROPERTY	2
		FRAUDULENT PRACTICE 1ST DEGREE	1

2022	Mar	FRAUDULENT PRACTICE 2ND DEGREE	1
		FRAUDULENT PRACTICE 2ND DEGREE -- Accept Property Interest O	1
		FRAUDULENT PRACTICE 2ND DEGREE -- Other Means, Over \$1,000 U	2
		FRAUDULENT PRACTICE 4TH DEGREE	1
		FRAUDULENT PRACTICE 4TH DEGREE -- Other Means Over \$200 Unde	1
		FRAUDULENT PRACTICE 5TH DEGREE -- Other Means Under \$200	1
		HARASSMENT - 1ST DEGREE - Threaten Forcible Felony	2
		HARASSMENT - 3RD DEGREE - Personal Contact	1
		HARASSMENT 3RD DEGREE	1
		HEALTH AND WELFARE	3
		IDENTITY THEFT UNDER \$1,500	1
		IMPOUND - NO HOLD	13
		INDECENT CONTACT WITH A CHILD - Fondle or Touch	1
		INFORMATION	15
		INTERFERENCE W/OFFICIAL ACTS No injury or damage	1
		LEAVE SCENE OF ACCIDENT - FAIL TO PROVIDE AID OR INFORMATION	2
		LOST PROPERTY	1
		OPEN CONTAINER - DRIVER 21 YRS OLD AND OLDER Open Container	2
		OPERATING NON-REGISTERED VEHICLE	1
		OPERATING WHILE UNDER THE INFLUENCE 1ST OFFENSE	4
		OPERATING WHILE UNDER THE INFLUENCE 2ND OFFENSE	1
		OPERATION WITHOUT REGISTRATION CARD OR PLATE	1

2022	Mar	POSSESSION OF CONTROLLED SUBSTANCE 1ST OFFENSE - Possession	2	
		POSSESSION OR CARRYING OF DANGEROUS WEAPONS WHILE UNDER THE	1	
		REPORTING ACCIDENTS - DAMAGE > \$1000	21	
		SICK AND CARE	1	
		SUSPICIOUS ACTIVITY	1	
		THEFT 2ND DEGREE -- General Over \$1,000 Under \$10,000	1	
		THEFT 2ND DEGREE -- Other Means \$1,000 - \$10,000	2	
		THEFT 3RD DEGREE -- General Over \$500 Under \$1,000	1	
		THEFT 4TH DEGREE -- Bad Check Over \$200 Under \$500	1	
		THEFT 5TH DEGREE -- Other Means Under \$200	9	
		TRESPASS 1ST OFFENSE- Knowingly Trespass Upon Property of A	1	
		TRESPASS 2nd OFFENSE - Knowingly Trespass Upon Property of A	1	
		VERBAL DISPUTE	3	
		VERBAL DOMESTIC	1	
		VIOLATION OF NO CONTACT OR PROTECTIVE ORDER	1	
		WANTED PERSON - DES MOINES WARRANT	1	
		WANTED PERSON - OTHER IOWA	3	
		WANTED PERSON - POLK COUNTY WARRANT	5	
		Month Total		149
		Year Total		149

City of Grimes
Water Treatment Plant
&
Wastewater
Treatment Facility
MONTHLY OPERATING REPORT
February 2022



Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

February 28th, 2022

City of Grimes

Mayor Scott Mikkelsen
City of Grimes
101 NE Harvey St.
Grimes, IA 50111

RE: Monthly Update February 2022

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for February 2021. Below is a list of the significant events that occurred during the month:

SUBMITTED TO: Mayor Scott Mikkelsen
Jake Anderson, City Administrator
Rochelle Williams, City Clerk
City Council, City of Grimes
Jeff DuPont, U.S. Water Services Corporation

We appreciate the opportunity to be of service to the City of Grimes. We are available to discuss this report, or any other aspect of our operations, at your convenience. Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Nick Deardorff
Project Manager
USW UTILITY GROUP

1.0 Facility Safety

There were no safety violations to report for the current month. The subjects of the monthly safety trainings were: CPR and AEDs Can Save Lives, Energized Electric Equipment Can Be Deadly, Trenching: Don't Dig Into Trouble, and Quick Equipment Checks. All staff reviewed, understood, and acknowledged the material.

2.0 Drinking Water Treatment Facility Operation Report

We have started to see an increase in water usage this month. We are filling the ASR so that could account for some of the demand. The lime sludge pumps that remove the waste lime from the clarifiers continue to cause problems. The manufacturer of the pumps has been contacted and they have not been able to diagnose the problem. We have asked McClure Engineering to aid us in finding a solution to this problem. We have a meeting set in March to go over possible improvements to the lime softening plant. While this causes some operational problems, we have had to bring both clarifiers online to meet demand and fill the ASR for summer use.

Finished Water Monthly Flows and Hardness

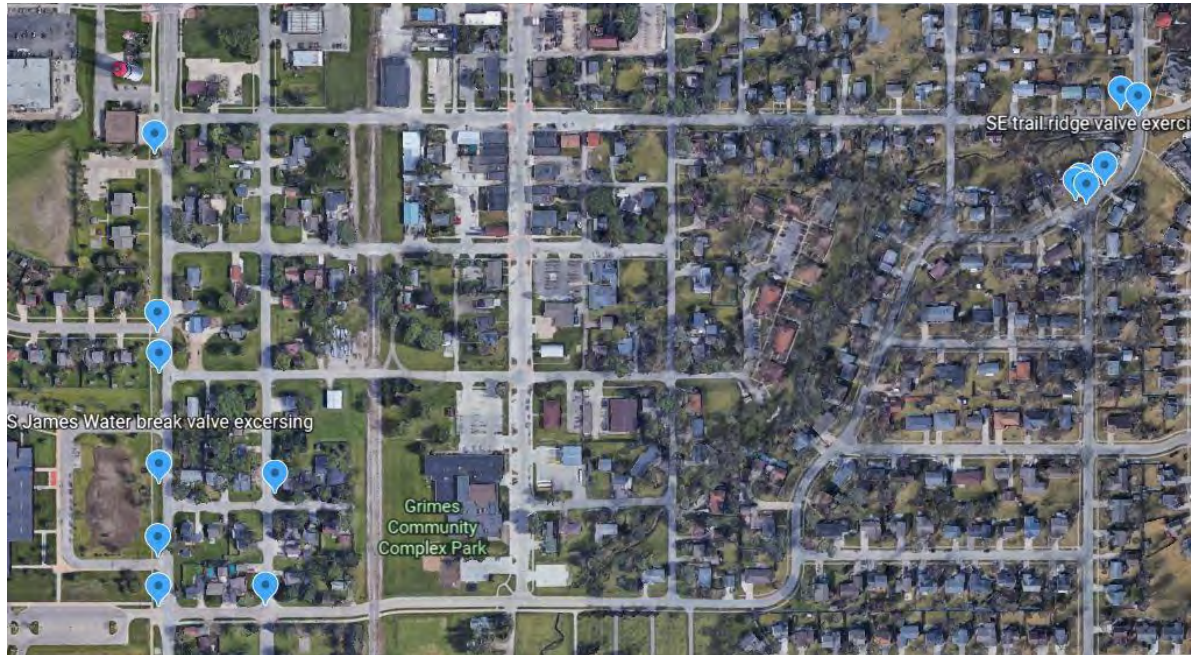
		February-22	January-22	December -21
Water	Units			
Average Daily Pumped	gallons	1,485,000	1,414,000	1,414,000
Maximum Daily Pumped	gallons	2,164,000	2,309,000	2,309,000
Minimum Daily Pumped	gallons	1,112,000	843,000	843,000
Hardness				
Hardness - Avg Raw	grains	31.3	30.8	30.8
Hardness - Avg Finish	grains	4.1	3.7	3.7
Iron mg/l				
Avg Raw	mg/L	6.24	5.53	5.53
Avg Finish	mg/L	0.03	0.03	0.03
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.40	0.36	0.36
Avg Finish Fl.	mg/L	0.20	0.17	0.17

Drinking Water Distribution Report

During the month of February, we had fair amount of work orders and meter installs again. We had two water main breaks this month. One was on SE Little Beaver and 3rd st. This water main break was fairly routine and was fixed quickly. The second was on SE James and 5th st. This repair was much more complicated due to a valve failing and cause the leak. An inserta valve and a line stop had to be installed upstream and downstream of the break. Once these devices were installed the leaking valve was able to be repaired.

Distribution	February-2022	January- 2022	December - 2021
Work Orders	63	63	122
Meters Installed	31	15	23
Residential	29	12	20
Commercial	2	3	3
Temp Hydrants	0	0	5
Disconnect Notices	0	0	0
Services Disconnected	40	57	42
Hydrants Inspected/Flushed	7	5	0
Valves Exercised	14	10	16
Manholes Inspected	4	7	7
Water Loss	1,300,000	600,000	450,000

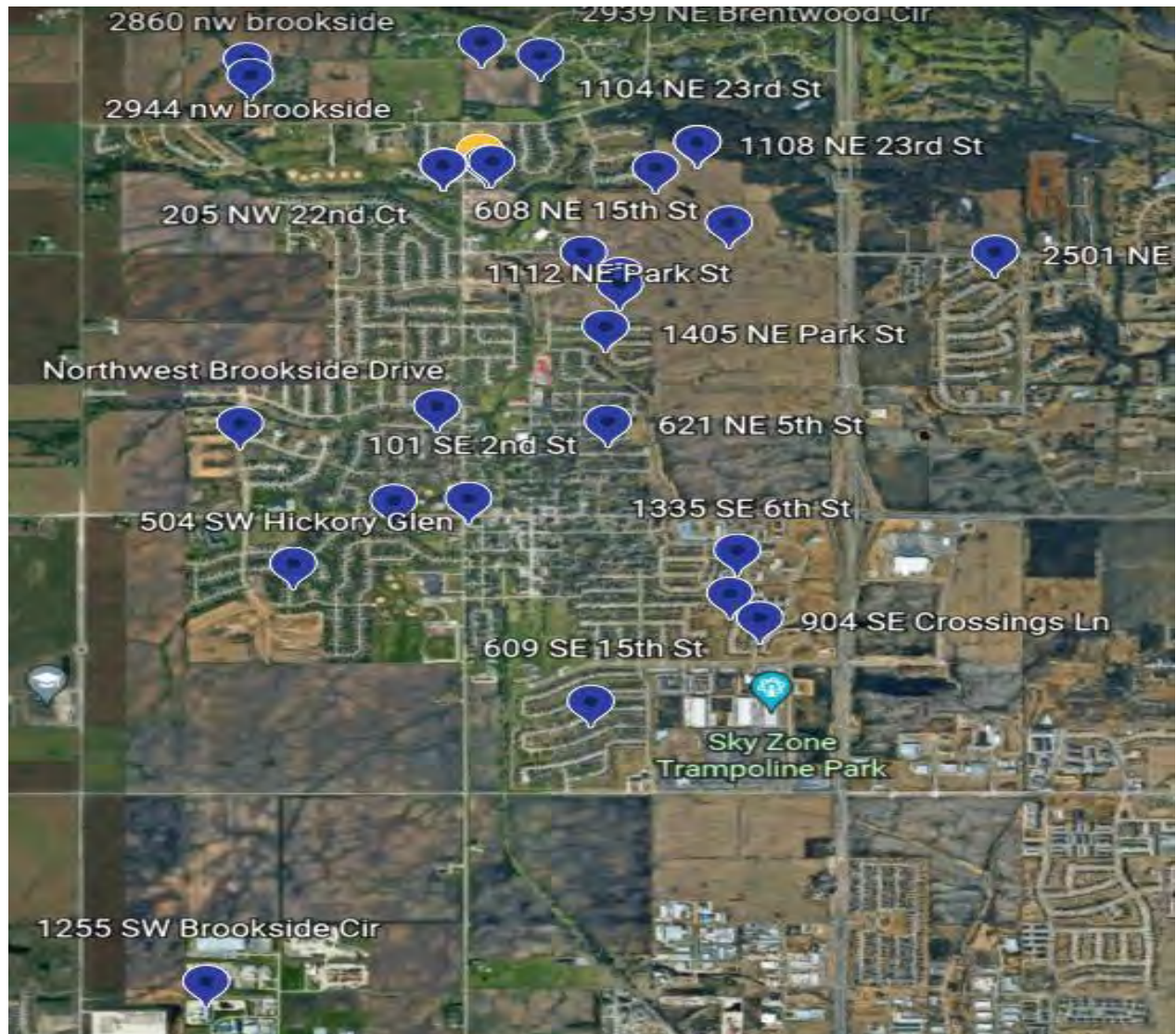
Valves Exercise Locations



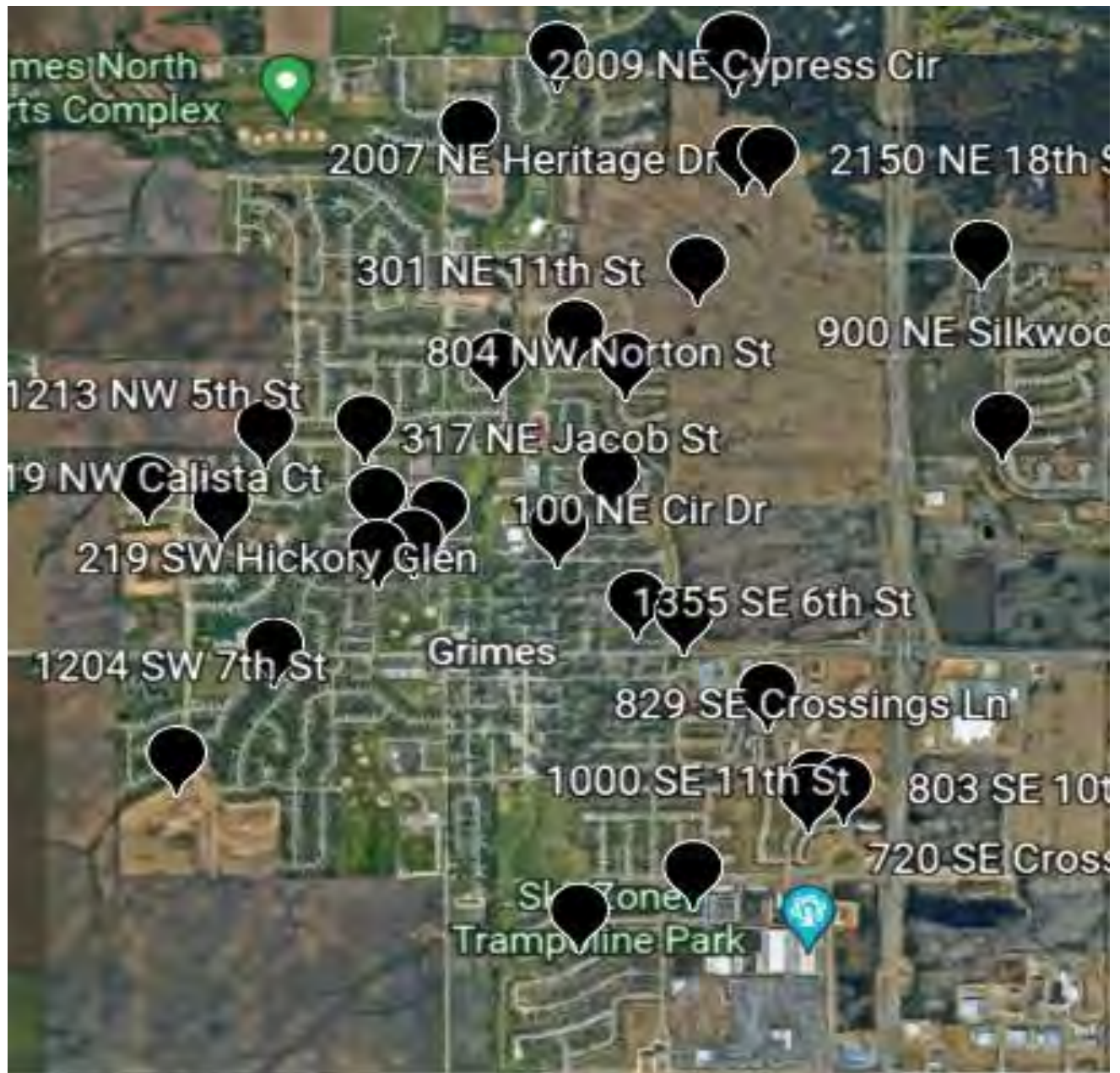
Manhole Inspection Locations



Meter Installation Locations



Non-Payment Disconnect Locations



Wastewater Treatment Facility Operation Report

The wastewater treatment facility did have one DNR violation this month. We also had one total suspended solids violation on the same day of the ammonia violation. Aeration Basin #2 was down for a week for the installation of the screen for the media. This caused us to have a high ammonia level for one of the testing days that week. We did get the screen installed and some of the media into the tank. However, we had some problems with the media clogging the screen causing some of the media to escape the aeration basin and continue through the clarifier. This media left through the effluent of the clarifier and entered the creek. We did clean the media from the creek starting on the day it first started, we also placed another screen at the clarifier effluent to stop any media from getting to the creek.

Wastewater Treatment Facility Flows

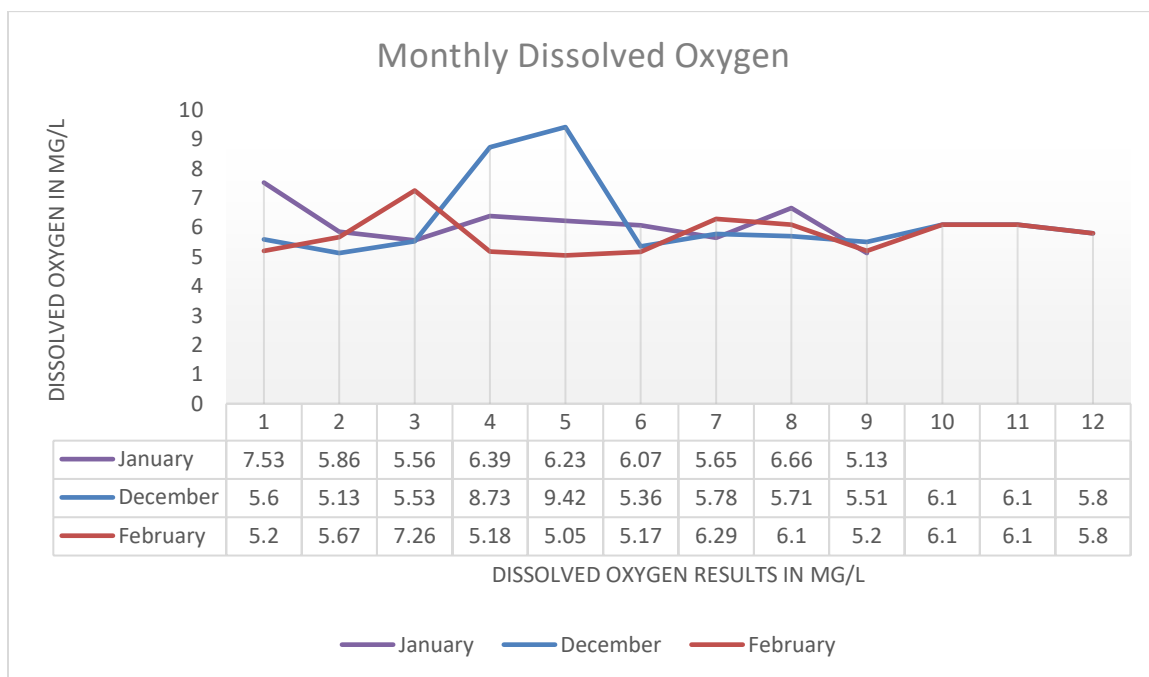
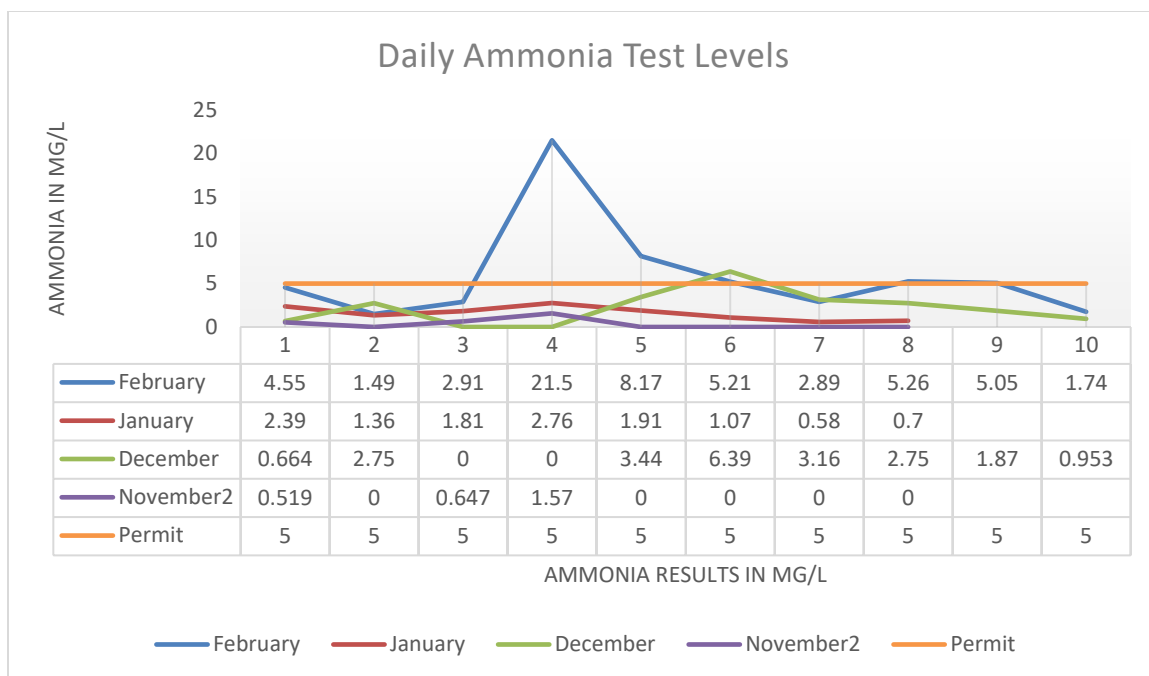
	February Plant Influent(MGD)	January Plant Influent (MGD)	December Plant Influent (MGD)
Total	46.15	41.79	51.83
Average per day	1.65	1.35	1.67
Minimum	1.04	1.16	1.22
Maximum	2.07	1.66	1.95

Wastewater Influent & Effluent Quality

Parameter	Influent		Effluent					
	Daily Ave MG/L	Daily Ave LBS/Day	Daily Max	Permit Daily MG/L Limit	7 Day Max Ave	Permit 7 Day Max Limit	30 Day Average	Permit 30 Day Ave
BOD ₅	315.25	3987.7	•	•	•	•	•	•
CBOD ₅	•	•	176.5 LBS/Day	•	153 LBS/Day	711 LBS/Day	60.0 LBS/Day	444 LBS/Day
Suspended solids	565.6	7001.9	300	•	300	45.0	64.9	30.0
Nitrogen Ammonia	•	•	21.5 MG/L	11.0 MG/L	12.02 MG/L	•	5.8 MG/L	5.8 MG/L
Nitrate Nitrogen	46.38	593.3	461 LBS/Day	942.33 LBS/Day	461 LBS/Day	•	214.3 LBS/Day	576 LBS/Day
Dissolved Oxygen	•	•	7.26	•	7.26	•	5.7	>5.0
PH	•	•	7.41	6.5 to 9 STD Units	7.38	•	•	•

ND= No Detection

• = No limit set



AGENDA MEMO**April 12, 2022**

AGENDA HEADING: Assignment and Assumption of Development Agreement between DSM Industrial Property LP and Delaware Limited Partnership and Kastner LLC

FISCAL IMPACT:

PREVIOUS COUNCIL ACTION(S): This assignment and assumption of the Development Agreement was previously approved by the Council on February 8, 2022. Since the approval by the Council the buyer Kastner LLC is has changed from a California Limited Liability Company to an Iowa Limited Liability Company. Those were the only changes to the agreement. Staff is asking for approval to have the agreement approved and signed by the Mayor.

BOARD/COMMISSION ACTION(S):**STAFF/COMMITTEE RECOMMENDATION:**

Rochelle Williams

From: Harold S. Dembo <hdembo@muchlaw.com>
Sent: Thursday, April 7, 2022 8:21 AM
To: Rochelle Williams; Laura Carsten
Cc: Frank Glabach; Joseph Jaspan; Jonathan Lauer (jlauer@briarcap.com); David Marciano (dmarciano@briarcap.com); Daisy Velasco
Subject: RE: 1301 SE Gateway Drive and 1201 SE Mercantile Circle
Attachments: 4754_001.pdf

Hi Rochelle – You will recall that we represent DSM Industrial Property LP in connection with the sale of the above property. We have scheduled the closing for April 28th.

I am attaching a slightly revised Assignment and Assumption of Development Agreement. The only change is to reflect that the buyer, Kastner LLC, is an Iowa limited liability company.

Please have the City's Consent executed and deliver the document no later than April 28 to our closing escrow at Kensington Vanguard. Laura Carsten is with KV and she will confirm their address and the name of the closer. The seller and buyer will deposit counterpart signature pages and the document will be recorded.

Thanks for your continued cooperation. Regards.

Prepared by and when recorded, return to: Harold S. Dembo, Esq., Much Shelist, 191 North Wacker Drive, Suite 1800, 191 North Wacker Drive, Chicago, IL 60606, telephone (312) 321-2100

Prior recorded instruments: First Amendment to Development Agreement recorded in Book 17251, Page 629; Assignment and Assumption of Development Agreement recorded in Book 18190, Page 310

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT, dated as of the ____ day of _____, 2022 (the “Agreement”), but not effective until the Effective Date (as defined below) is made by and between DSM Industrial Property LP, a Delaware limited partnership (the “Seller”), as Assignor, and Kastner LLC, an Iowa limited liability company (the “Purchaser”), as Assignee.

WHEREAS, Seller is the owner of building five (5) in the project located in Grimes, Iowa locally known as Grimes Distribution Center (the “Project”), located on the real property legally described on **Exhibit A** hereto (the “Real Property”);

WHEREAS, Seller’s predecessor in interest, Grimes Industrial Park 5, LLC, an Iowa limited liability company (“Developer”), and the City of Grimes, Iowa (“City”) were the original parties to that certain Development Agreement dated June 12, 2018 (the “Original Agreement”), as amended by that certain First Amendment to Development Agreement dated January 22, 2019 (the Amendment”), and assigned by Developer to Seller pursuant to that certain Assignment and Assumption of Development Agreement dated August 11, 2020 (the “Assignment” and collectively with the Original Agreement and Amendment are the “Development Agreement”), pursuant to which Developer developed the Project, and the City agreed to pay the Developer and Seller, as successor in interest to the Developer, those certain economic development tax increment

payments that are more fully set forth in the Development Agreement (the "Economic Development Grants"), upon the terms and conditions set forth in the Development Agreement;

WHEREAS, Seller has agreed to sell, and Purchaser has agreed to purchase, the Project (the "Transaction"), and in connection therewith, Purchaser has agreed to assume from Seller and Seller has agreed to assign to Purchaser the Development Agreement, subject to Purchaser closing on the Transaction;

WHEREAS, the City desires to consent to the Purchaser's assumption of the Development Agreement.

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

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

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

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

4. **Validity of Development Agreement.** Seller represents and warrants to Purchaser that: (a) a true and correct copy of the Development Agreement is attached hereto as **Exhibit "B"**; (b) the Development Agreement is in full force and effect and the amount of the Economic Development Grants, up to a maximum amount of Two Hundred Ninety Five Thousand Five Hundred Forty One and 50/100 Dollars (\$295,541.50), are still available to the owner of the Real Property; (c) Seller is not in default under the Development Agreement nor is there any circumstance which, with the passage of time or giving of notice, would constitute a default by Seller under the Development Agreement; (d) Seller has fully performed all of its obligations under the Development Agreement that can be performed as of the date of this Agreement; (e) neither the Development Agreement nor Seller's interest thereunder is encumbered by any prior transfer, assignment, lien, security interest or any encumbrance other than to Seller's lender which assignment shall be released at the closing of the Transaction; and (f) Seller has full and lawful authority to execute this Assignment and Assumption of Development Agreement and to assign the Development Agreement on the terms and conditions herein.

5. **Consent.** The foregoing assignment and assumption of the Development Agreement shall be conditioned upon receipt of City's written consent to the assignment and assumption of the Development Agreement, and City's written confirmation of the following: (i)

the Development Agreement is in full and effect; (ii) subject to the terms and provisions of the Development Agreement, Economic Development Grants not to exceed the sum of Two Hundred Ninety Five Thousand Five Hundred Forty One and 50/100 Dollars (\$295,541.50) are available to Purchaser, as successor to the Seller; (iii) the Seller has delivered to the City the information required under Section A(3) of the Original Agreement; (iv) the "Developer's business operation" as referenced in Section A(3) of the Original Agreement includes the Developer's and its successor in interest's development, operation, management, leasing and financing of the Project; (v) Seller has delivered the "Triggering Certification" as defined in Section A(4) of the Original Agreement, and Seller has received a payment in the amount of Fifty Four Thousand Four Hundred Fifty Eight and 50/100 Dollars (\$54,458.50); and (vi) all future payments and notices to Purchaser, as successor in interest to Seller as Developer thereunder, will be delivered in accordance with Section 6 hereof.

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

Kastner LLC
c/o Hubbell Property Management
6900 Westown Parkway
West Des Moines, Iowa 50266
Attention: Brad Hickok, CPM

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

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

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

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

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

12. **Effective Date; Contingency.** This Agreement is effective on the Closing Date as defined in the Purchase and Sale Agreement between Purchaser and Seller for the Transaction (the "Effective Date"), which shall be evidenced by the recording of a special warranty deed in the

Polk County, Iowa records transferring the Real Property from Seller to Purchaser. This Agreement is subject to the Effective Date occurring on or before _____, 2022 (the "Contingency Date"). If the Effective Date does not occur before the Contingency Date, this Agreement shall be null and void. This Agreement shall not be recorded until the Effective Date.

13. Modification. This Assignment and Assumption shall not be modified except by written instrument subscribed to by Seller and Purchaser.

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

[SIGNATURE PAGES TO FOLLOW]

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

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

SELLER:

DSM INDUSTRIAL PROPERTY LP,
a Delaware limited partnership

By: DSM INDUSTRIAL PROPERTY MANAGER LLC,
a Delaware liability company
Its: General Partner

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This record was acknowledged before me by _____ as Manager of DSM Industrial Property Manager LLC a Delaware limited liability company, the general partner of DSM Industrial Property LP, a Delaware limited liability company.

Notary Public; State of _____

Notary Public; State of Iowa

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

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

PURCHASER:

KASTNER LLC,
an Iowa limited liability company

By: _____
Name: Kenneth Kastner
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

This record was acknowledged before me by Kenneth Kastner, as Manager of Kastner LLC, a Iowa limited liability company.

Notary Public; State of _____

EXHIBIT A
Legal Description

Lot 1 Grimes Business Park Plat 3, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa; AND

Lot 3 Grimes Business Park Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa;

EXHIBIT "B"

COPY OF DEVELOPMENT AGREEMENT

SEE ATTACHED

Consent

Pursuant to the Development Agreement dated June 12, 2018 by Grimes Industrial Park 5, LLC ("Grimes 5") and the City of Grimes, Iowa (the "City"), as subsequently amended by First Amendment to Development Agreement dated January 22, 2019, and as assigned to DSM Industrial Property LP, a Delaware limited partnership ("DSM"), pursuant to that certain Assignment and Assumption of Development Agreement dated August 11, 2020, City hereby consents to the Assignment and Assumption of Development Agreement, executed by DSM, as Assignor, and Kastner LLC, an Iowa limited liability company, as Assignee.

The City hereby confirms that a true and correct copy of the Development Agreement is attached hereto as Exhibit "B"; and City agrees to and remakes the representations and agreements set forth in Sections 5 and 6 of the Agreement.

CITY OF GRIMES

By: _____

Name: _____

Title: _____

Dated: _____, 2022

COUNTY OF POLK, STATE OF IOWA: SS

APPROVED AS TO FORM:

_____, City Clerk

Dated: _____, 2022

CONSENT TO ASSIGNMENT OF
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

419952-79

Grimes, Iowa

February 8, 2022

A meeting of the City Council of the City of Grimes, Iowa, was held at 5:30 o'clock p.m., on February 8, 2022, at the Grime Community Center, 410 SE Main Street, Grimes, Iowa, pursuant to the rules of the Council.

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

Present: Gisch, Borcharding, Burger, Johansen, DePhillips

Absent: None.

Council Member Johansen introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member Borcharding; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: All

Nays: None.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION 02-0322

Resolution Consenting to Assignment of Development Agreement and Tax Increment Payments

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

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

WHEREAS, the City previously authorized and entered into a development agreement (the “Development Agreement”), dated June 12, 2018, with Grimes Industrial Park 5, LLC (the “Original Developer”) in connection with the development of new commercial warehousing and distribution facilities on certain real property situated within the Urban Renewal Area, and the City agreed to provide tax increment payments (the “Payments”) to the Developer; and

WHEREAS, under the Development Agreement, assignment of rights and responsibilities thereunder was made subject to prior consent of the contracting parties; and

WHEREAS, the Development Agreement was amended on January 22, 2019 and assigned by the Original Developer to DSM Industrial Property LP (the “Secondary Developer”) pursuant to the Assignment and Assumption of Development Agreement (the “First Assignment Agreement”), dated August 11, 2020; and

WHEREAS, the Secondary Developer has now requested that the City consent to the assignment of all of its rights and responsibilities under the Development Agreement to Kastner LLC (the “Tertiary Developer”); and

WHEREAS, the Secondary Developer and the Tertiary Developer have requested that the City make the Payments directly to the Tertiary Developer; and

WHEREAS, it is now necessary for the City to provide consent to the assignment of the Development Agreement and to approve a Second Assignment and Assumption of Development Agreement (“Second Assignment Agreement”) to carry out the assignment of the Development Agreement;

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

Section 1. The City hereby consents to the request by the Secondary Developer that all of its rights and responsibilities under the Development Agreement be assigned to the Tertiary Developer, and the assignment is hereby consented to and approved. The Second Assignment Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Second Assignment Agreement in substantially the form and content in which the Second Assignment Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Second Assignment Agreement.

Section 2. Nothing contemplated herein shall be interpreted as interfering with the division of incremental property tax revenues and the payments to be funded therefrom as contemplated in the Development Agreement regardless of the future recipient of such payments.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved February 8, 2022.



Scott Mikkelsen, Mayor

Attest:



Rochelle Williams, City Clerk

• • • • •

On motion and vote the meeting adjourned.



Scott Mikkelsen, Mayor

Attest:



Rochelle Williams, City Clerk

STATE OF IOWA
COUNTIES OF POLK AND DALLAS
CITY OF GRIMES

SS:

I, the undersigned, Clerk of the City of Grimes, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the City Council relating to consenting to the assignment of incremental property tax payments to be made under a Development Agreement as reference therein.

WITNESS MY HAND this 8 day of Feb, 2022.


Rochelle Williams, City Clerk



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: Waterworks Park Improvements – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the Waterworks Park Improvements. The proposed schedule for this project is to set the dates for the bid letting and public hearing on April 12th, hold the bid opening on May 17th @ 10:30 AM, hold the public hearing on May 24th @ 5:30 PM and award the project following the public hearing.

This project includes construction and installation of splash pad components, a shelter/mechanical building, utility connections, sidewalk & parking lot paving, landscaping, various surfacing and 3 add alternates for parking lot lighting, installation of playground equipment & poured in-place surfacing and installation of nature playscape playground equipment. This project is scheduled to start construction this summer and reach substantial completion by April 1, 2023 and full completion by May 15, 2023. The project includes \$1,000/calendar day liquidated damages for non-compliance with both substantial completion and full completion.

FISCAL IMPACT: The total project construction costs with all 3 add alternates is estimated to be approximately \$3,210,000. The three add alternates are broke down as follow: parking lot lighting - \$30,000; north playground poured in place surfacing & playground equipment - \$350,000; and nature playscape playground equipment - \$365,000. This project is being funded through a Capital Improvements Plan budget line item for this work, and various other sources, like local option sales tax, grants and utility funds.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with I&S Group, Inc. for engineering design services.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of May 17th @ 10:30 AM and public hearing date of May 24th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE WATERWORKS PARK IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," 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 04 -2122

RESOLUTION ORDERING CONSTRUCTION OF THE WATERWORKS PARK IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Waterworks Park Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Waterworks Park Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

Base Bid: The Waterworks Park Improvements project includes the construction of approximately 5,500 CY of earthwork, 400 LF of RCP storm sewer between 12-inch diameter and 15-inch diameter, 5 storm sewer structures, 350 LF of 8-inch water main,

1,660 SY of 7-inch PCC pavement, 1,900 SY of 6-inch PCC sidewalk, 5,270 SF play turf surfacing, 6,630 SF splash pad surfacing, splash pad equipment, site shelter, landscaping, restoration, and other associated miscellaneous work.

Alternate A: Includes the installation of street lighting around the proposed parking lot.

Alternate B: Includes 3,630 SF poured in-place playground surfacing and furnishing and installing Playground Equipment.

Alternate C: Includes the furnishing and installation of Nature Playscape Playground Equipment.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to May 17, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on May 24, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on May 24, 2022.

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

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

WATERWORKS PARK IMPROVEMENTS

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Waterworks Park Improvements** project at its meeting at **5:30 P.M. on the 24th day of May, 2022**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **17th day of May, 2022**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 17th day of May, 2022**, in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 24th day of May, 2022**, in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than May 25th, 2022 and no later than June 30, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in June 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Our Community" section by selecting "Project Bid Information" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from I+S Group, Inc. (ISG), 217 East 2nd Street, Des Moines, Iowa 50309, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call ISG at 515-243-9143 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

WATERWORKS PARK IMPROVEMENTS

Base Bid: The Waterworks Park Improvements project includes the construction of approximately 5,500 CY of earthwork, 400 LF of RCP storm sewer between 12-inch diameter and 15-inch diameter, 5 storm sewer structures, 350 LF of 8-inch water main, 1,660 SY of 7-inch PCC pavement, 1,900 SY of 6-inch PCC sidewalk, 5,270 SF play turf surfacing, 6,630 SF splash pad surfacing, splash pad equipment, site shelter, landscaping, restoration, and other associated miscellaneous work.

Alternate A: Includes the installation of street lighting around the proposed parking lot.

Alternate B: Includes 3,630 SF poured in-place playground surfacing and furnishing and installing Playground Equipment.

Alternate C: Includes the furnishing and installation of Nature Playscape Playground Equipment.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful

performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project by April 1st, 2023. Substantial completion for the overall project shall be defined as all utility, grading, pavement, shelter, splash pad, and playground construction completed, with the new parking lot and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project by May 15th, 2023. Full completion for the overall project shall be defined as all construction completed as described above plus all landscaping and restoration with all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **12th day of April, 2022.**

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **15th day of April, 2022.**

Published in a newspaper with local circulation the **12th day of May, 2022**

Bankers Trust Credit Card		
City of Grimes		
7015	\$21.19	Adobe PS Creative CLD Sign Printer
	\$26.00	Cognito-Team HTTPWWW.COGN SC
	\$30.74	Campaign Monltor
	\$0.31	International Trans Fee
	\$15.89	Adobe Acrobat STD- Tammy Johnson
	\$85.00	GFOA Training/Woodke
	\$194.76	Constant Contract/Newsletter
	\$194.76	Constant Contract/Newsletter
	\$194.76	Constant Contract/Newsletter
	\$400.00	3CMA Dues/Tucker
	\$199.00	NRPA Job Posting/Parks & Rec
	\$99.00	3CMA Training/Tucker
	\$720.00	3CMA Conference/Tucker
	\$588.09	Tucker Training Airfare
	\$2,769.50	
Parks & Rec		
8062	\$20.00	WhenIWork/Feb Scheduling Service
	\$20.00	WhenIWork/March Scheduling Service
	\$40.00	
Develop Service		
8047	\$230.00	Intern. Code Council/Clyce Training
	\$152.95	NFPA Training Book
	\$382.95	
Public Works		
8021	\$245.00	Iowa Turfgrass/Goodvin Training
	\$15.00	Iowa Dept of Ag/Commercial Pest Cert
	\$260.00	
Fire		
4557	\$32.17	Office Supplies
	\$32.17	Office Supplies
	-\$23.38	Office Supplies
	\$40.96	
Library		
8070	\$40.98	Target/Programming Supplies
	\$31.15	PetSmart/Supplies
	\$72.13	
Adminstrator		
1611	\$25.00	Parking
	\$25.00	
Total		
	\$3,590.54	

CITY OF GRIMES CLAIMS 4 12 2022

CENTRAL PUMP AND MOTOR	REPAIR PIT SUMP PUMP	5,889.15
D&K PRODUCTS	FIELD MAINTENANCE - SPORTS TRF	5,700.00
ACCU JET	VACUUM OUT SCUM PIT	1,310.68
AIA CORPORATION	DUTY UNIFORM - AUBERT	381.74
EUROFINS TESTAMERICA	DRINKING WATER TESTS	245.5
BAKER & TAYLOR	MATERIALS - LIBRARY	1,048.17
BANKERS TRUST COMPANY	DS CONF/AIRFARE/ TUCKER CONF/SUPPLIES	3,590.54
BARCO PRODUCTS	PET WASTE BAGS	886.8
BLACK HILLS ENERGY	GAS	5,933.26
BLACKBURN MFG. CO.	LOCATES	942.82
SHADRAN INDUSTRIAL & SANI	MARCH CLEANING	726.67
BOMGAARS	MTRLS FOR WSTE WTR SCREEN INSTALL	750.45
CENTRAL IOWA PEST	PEST CONTROL GCC	325
CITY OF JOHNSTON	JUL 2021 - FEB 2022 GEMT	37,818.15
COLLECTION SERVICES CENTER	CHILD SUPPORT	2,756.84
CONCRETE TECHNOLOGIES INC	N SPORTS COMPLEX PARKING LOT	528.63
CULLIGAN WATER COND.	WATER	39.2
DALLAS COUNTY RECORDER	CLAYTON/SCHAEFER RECORDING	79
DALLAS COUNTY TREASURER	X AVE GRAVEL	805.43
ELDER CORPORATION	HYW 141 & HWY 44 TRAFF SIGNAL	57,641.84
HOME DEPOT CREDIT SERVICE	SHINGLES FOR GVSS SHED/SUPPLIES	1,086.07
RD MCKINNEY PLUMB/EXC	401 NW 23RD CT LEAK REPAIR	4,231.54
FAREWAY STORES, INC.	QRTLY EMPLOYEE APPRECIATION/PW	267.41
FINISH LINE AUTO WORKS	OIL CHANGE DURANGO #2	55.7
GOLDEN RULE PLUMBING	RESTROOM REPAIR PW	270
CATCH DES MOINES	OCT-DEC 2021 HOTEL/MOTEL TAX	4,078.31
HAWKEYE TRUCK EQUIPMENT	BLADES FOR BOX BLADE	2,247.11
HAWKINS INC.	WATER PLANT CHEMICALS	20,466.75
WILLIAMS ROCHELLE	TRAINING MILEAGE	93.38
RODAN OFFICE CLEANING	CLEANING	630
CLARK ROGER N	HBI SPRING 2022	500
HOOPLA	LIBRARY MATERIALS	1,042.08
RELIANT FIRE APPARATUS	REPAIR E371 AIR PRIMER	610.12
RELIANT GASES, LTD	CO2 FOR LIME PLANT	1,762.57
IOWA DEPT OF REVENUE	MARCH WATER EXCISE/SALES TAX	38,407.77
INTEGRATEDPRINT SOLUTIONS	AP CHECK STOCK	517.62
IOWA LIBRARY ASSOCIATION	ILA MEMBERSHIP - LIBRARY	16
IPERS	IPERS- REGULAR	61,131.60
IOWA STORMWATER EDUCATION	TRAINING - DANIELS	80
APWA IOWA CHAPTER	APWA CONFERENCE - HENSLEY	250
KLINE ELECTRIC INC	LIGHT REPAIR CITY HALL PARKING LOT	330.5
LEAF	COPIER CONTRACT DS	378.9
WOODKE MARCIA	TRAINING MILEAGE	44.46
GODSEY MAXX	HBI SPRING 2022	500
LOGOED APPAREL & PROMOTIO	SAFETY - STREETS	1,302.36
MAIL SERVICES	MARCH MONTHLY REMINDERS	357.99
MEDIACOM	INTERNET	985.6
METRO WASTE AUTHORITY	MONTHLY CURB IT FEE	17,514.76
MIDAMERICAN ENERGY	STREET LIGHTING/POWER	38,693.55
MISSISSIPPI LIME CO.	QUICKLIME	9,365.85
MIDAMERICAN ENERGY02	ST LGHTNG PNNCL PT/NE LTTL BVR	4,992.02
MTI DISTRIBUTING INC.	MAINTENANCE ON VENTRAC	153.04
MUNICIPAL SUPPLY, INC.	O RING FOR 3 WTR METER COVER"	12.52
OFFICE DEPOT CITY HALL	WATER PLANT/CH/HR SUPPLIES	785.7
ONESOURCE BACKGROUND CHEC	PEDDLER/WEEDMAN BACKGROUND CK	15
TRUE VALUE	KEYS/SUPPLIES	188.15
PC PRINT CENTER	PROGRAMMING SUPPLIES - LIBRARY	139
PETTY CASH	POSTAGE	73.92
PETERSON PEST & TERMITE	PEST CONTROL - LIBRARY	35
POLK CO RECORDER	AGREEMENT MISCELLANEOUS	145
PLASTIC RECYCLING	TRASH CANS FOR PARKS	1,172.92

PROTEX CENTRAL, INC.	DVR SYSTEM BATTERY - LIBRARY	850
SECRETARY OF STATE NOTARY	NOTARY RENEWAL - RACHEL	30
TITAN MACHINERY	HYDRAULIC THUMB FOR BACKHOE	3,500.00
SMITH'S SEWER SERVICE	SEWER CLEAN OUT-SE CAPITOL CIR	3,643.25
SNYDER & ASSOCIATES	TRAFF SIG NET COMM PROJECT	16,726.64
STIVERS FORD	SERVICE & TIRE ROTATION A384	165.21
TAPCO	BARRICADES	2,451.00
THORPE WATER DEVELOPMENT	GLENSTONE DISCONNECTS	50
TOTAL QUALITY	CONTRACT MARCH/MOWING/CHEMICALS	6,562.71
TRAFFIC CONTROL CORPORATI	HYW 141 & 44 TRAFFIC SIGNAL	28,660.00
US WATER	MONTHLY BILL	74,223.91
USA BLUE BOOK	47MM PREWEIGHED TSS FILTER	1,440.23
VERIZON WIRELESS, BELLEVU	CELL PHONES & HOT SPOTS	285.08
VEENSTRA AND KIMM, INC,	WRA CONNECTOR	27,388.60
VAN MAANEN ELECTRIC, INC	HWY 44/COUNTY LINE TRAFFIC SIG	3,420.00
WILLIAMS SCOTSMAN, INC	MARCH MOBILE OFFICE-FD	376.45
MERCYONE OCCUPATIONAL HEA	EMPLOYEE PHYSICAL-FD	536
ELM USA	DISC BUFFER	25
CENTURY LINK	PHONE	245.2
ROGNES CORP	WRA CONNECTOR - CONTRACT 3	308,750.00
EFTPS	FED/FICA TAX	92,816.62
KANOPY INC	LIBRARY MATERIALS	112
FISK ERIK	COVID TEST REIMBURSEMENT	119
STEELE KATHY	TRAINING MILEAGE	31.12
POLK CO TREASURER	MARCH 2022 CONTRACT	111,412.00
OMNISITE	NW TERRITORY LIFT STATION	213.99
KARL CHEVROLET	C389 FIRE PICK UP EQUIPMENT	6,955.58
MENARDS GRIMES	SSC RESTROOM MAINTENANCE	4,432.82
MI-FIBER, LLC	JANUARY - MARCH 2022 GCC	1,861.62
GRANGER MOTORS	FORD TIRE ROTATION	97.39
BULK TRANSPORT CO EAST	BULK TRANSPORT OF LIME	2,432.09
COPY SYSTEMS INC	COPIER	39
SHANK CONSTRUCTORS INC	WRA CONNECTOR-CONTRACT 4	179,581.03
DUCKETT, NICHOLAS	SAFETY - DUCKETT	79.98
VOYA	ADMIN /EMPLOYEE DEFER COMP	10,346.92
HANSON ANTHONY	MEDICAL TESTING	65
FOTH INFRASTRUCTURE & ENV	2021 SAN SEWER COLLECT STUDY	40,897.00
AIG	DEFER COMP PRE	1,015.00
HORACE MANN	DEFER COMP ROTH	550
MASSMUTUAL	DEFER COMP ROTH	1,880.00
STRAUSS SECURITY SOLUTIOS	LIME PLANT ACCESS CONTROLS	756
CHRISTENSEN DEVELOP 1 LLC	BLDG CONSULTING - LIBRARY	10,000.00
NILLES ASSOCIATES	ANN STORMWATER/SILKWOOD DRAIN	23,492.50
LUMEN CENTURY LINK	PHONE	484.6
MITEL	PHONES	2,073.46
MSA PROFESSIONAL SERVICES	SE JACOB RECONSTRCT/STORM SEWER	100,688.00
MANAGED.COM	SSL FOR WEBSITE	30
WULFEKUHLE INJECTION	SLUDGE REMOVAL DRYING BED #1	40,000.00
MICROMARKETING LLC	MATERIALS - LIBRARY	188.28
ANKENY SANITATION	MARCH RECYCLING	1,854.38
RYAN, JESSE	HBI SPRING 2022	500
ADAMS, RYAN	HBI SPRING 2022	500
FLETCHER, CAIL	CONF/MEALS/PARKING - LIBRARY	135.91
RENEWABLE ENERGY GROUP	FUEL	4,897.74
EBS	APRIL EMPLOYEE INSURANCE	73,152.76
ROTARY CLUB OF WEST POLK	QUARTERLY MEMBERSHIP DUES/ANDERSON	145
SYNERGY FIRE & SAFETY	SLUDGE HAULING TO WRA	19,493.28
BRADSHAW FOWLER PROCTOR	LEGAL FEES/NEW LIBRARY	1,014.00
FEICK BRADLEY	WTR DSTRBTN TRAINING CERT	32.29
CITY OF GRIMES FLEX	EMPLOYEE FLEX	6,647.96
SJ LOUIS CONSTRUCTION	WRA CONNECTOR-CONTRACT 1	76,000.00
PEARSON, RICK PERM	PERMANENT EASEMENT	4,484.50

PEARSON, RICK MISC	MISC FOR EASEMENT	14,000.00
JOHNSON, TRUDY PERM	PERMANENT EASEMENT	11,812.16
JOHNSON, TRUDY TEMP	TEMPORARY EASEMENT	4,940.36
PEARSON, RICK TEMP	TEMPORARY EASEMENT	1,417.52
SCHAEFER, ROBERT PERM	PERMANENT EASEMENT	10,175.63
SCHAEFER, ROBERT TEMP	TEMPORARY EASEMENT	7,584.61
SCHAEFER, ROBERT MISC	MISC EASEMENT	12,500.00
MIPA	MIPA DUES FY 23	2,886.00
WEGAND, NANCY	TEMPORARY EASEMENT OUTLOT G	1,500.00
CENTRAL IOWA BEEKEEPERS	DEPOSIT REFUND	100
DANILSON LAW, PLC	GLENSTON VILLAGE OUTLOT Z ESCR	6,050.00
CHAS W GOERING PLUMBING	REPLACE WATER HEATER	1,328.47
GREATER DES MOINES PART	ANDERSON/CONFERENCE	2,500.00
DEPOSIT REFUNDS	REFUND DATE 04/04/2022	445.69
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	259,092.63
	CLAIMS TOTAL	1,979,501.31
	GENERAL FUND	560,327.27
	LIBRARY FUND FUND	43,663.76
	ROAD USE TAX FUND	43,715.05
	EMPLOYEE BENEFITS FUND	60,665.00
	HOTEL/MOTEL/ECON DEV FUND	4,078.31
	CP - STORM WATER FUND	19,662.50
	KENNYBROOK PK WQI IMPRV FUND	3,830.00
	WRA SANI SEWER PHASE 1 FUND	171,803.38
	HWY44 & COUNTY LN RD 2020 FUND	3,420.00
	HWY 141 & HWY 44 SIGNAL FUND	94,613.48
	ANNUAL SIGNAL IMPROVEMENT FUND	8,415.00
	N SPORTS COMPLEX PARKING FUND	1,079.93
	GRIMES LIBRARY BLDG FUND FUND	11,014.00
	TRL RDG/BEAV/JACOB WTR MN FUND	28,536.70
	SANI SEWER STUDY FUND	40,897.00
	WW PLANT MBDR RETROFIT FUND	2,380.99
	WRA SANI SEWER PHASE 3 FUND	308,750.00
	WRA SANI SWR PHS 4 FUND	179,581.03
	JACOB ST OVERLAY PROJ FUND	71,600.00
	WATER FUND	137,937.57
	WATER DEPOSITS FUND	380.29
	SEWER FUND	145,102.06
	LANDFILL/GARBAGE FUND	19,365.87
	STORM WATER FUND	18,682.12
		1,979,501.31



AGENDA MEMO

For Meeting of April 4, 2022

AGENDA HEADING: GrimesPlex Workshop Discussion

SYNOPSIS: In October of 2020, Reza Kargarzadeh, President and CEO of Hope K Farms/Hope Development Realty, presented the Hope Entertainment District development to the City Council. Within the development, there were a number of specific project areas, that provided opportunities for entertainment, shopping, office, housing, and recreation. The primary anchor for the development was proposed as the GrimesPlex, a 50-acre multi-sport athletic facility.

Within separate agreements related to the GrimesPlex and overall development, arrangements were made for the management/operation of the GrimesPlex, as well as future donation of the facility. It was agreed that the City of Grimes would operate and maintain the facility and that the donation of the facility could occur at any time within 10 years following the completion of the project.

Since that time, Mr. Kargarzadeh and his team have been developing plans for the GrimesPlex, and completing the necessary infrastructure for the Hope Entertainment District.

In late 2021, Mr. Kargarzadeh approached the City with an opportunity that would put the City in the driver's seat for the project. Mr. Kargarzadeh has offered to donate to the City, the land (approximately 50-acres) and \$12,000,000 to advance the construction of the project. In addition to the donation of land and monies, all existing revenue-generating leases for the use of the complex, as well as the ability to collect the sponsorship revenue from the complex will be directed towards the City.

Since the initial discussion regarding an expedited donation and construction, staff has been fully evaluating the impact of taking over this project. Staff enlisted the service of Sports Facility Companies (SFC), Public Financial Management (PFM), Dorsey & Whitney LLP (Dorsey) and Civil Design Advantage (CDA), to assist with the review. The intent of the review was to determine the cost associated with construction, impact associated with the financing of the project, what necessary legal agreements would need to be in place and how to appropriately move this from a private project to a public bid

project. In order to help frame the analysis, the following documents are attached to this packet and summarized below.

1. SFC Proforma
2. PFM Debt Analysis
3. CDA PSA and Bidding and Construction Schedule

SFC: SFC was solicited to assist with the development of a proforma related to the construction and operation of the facility. Staff worked closely with their team to develop a proforma that met the expectations of the City, and paid respect to the work already completed on the project by Mr. Kargarzadeh. SFC has a significant track record related to the construction of similar facilities, and has also been involved in local projects (West Des Moines RecPlex). Through their analysis, SFC has estimated the construction cost associated with the facility to be \$19,500,000. In addition to the construction cost, they have estimated a need of \$2,500,000 - \$3,500,000 for the FFE/outfit. This, amongst other items, leaves opportunities for there to be a fundraising component for the GrimesPlex.

PFM: Armed with the knowledge provided by SFC, staff began to work with PFM on the financial model associated with the project. As mentioned before, with the donation comes the revenue-generating leases for the complex. These revenue-generating leases will support the debt needed to be issued to fill the gap between the cost of construction and monetary gift from Mr. Kargarzadeh. PFM has concluded that the anticipated lease revenue generated from the facility will cover the annual payment associated with the debt issuance. Additional revenues generated above and beyond the annual debt service can be programmed for future enhancements, or reserve funds for capital replacements.

Dorsey: During this time of evaluation, staff has been working with Dorsey to understand and review what documents would be necessary to make this transition a reality. As this transition impacts existing Urban Renewal Plans/Projects, they were able to guide staff through the process and assist with making decisions that favor the interests of the City. Specifically, their assistance with the review of the Real Estate Gift Agreement and Monetary Gift Agreement were critical. It should be noted that there are a number of standard urban renewal proceedings that will need to occur over the next couple of months to complete this exercise. These proceedings include modifications to existing development agreements.

CDA: As CDA was originally retained by Mr. Kargarzadeh to assist with the development of the plans for GrimesPlex, and knowing that the overall schedule is critical, staff determined that staying with CDA to complete the plans provided the greatest opportunity for success. As this project will now be publicly bid, the format and structure of the plans need to be revised. In addition to those public bid requirements, the plans generally need to be completed with the final details associated with the design of the complex. CDA has prepared a Professional Services Agreement, and estimated the total cost to be approximately \$170,000. They have prepared a schedule that aims to deliver a portion of

the project by the late fall/early winter. This will allow for the complex to be utilized in calendar year 2022.

To recap, should the City choose to move forward, doing so will put the City in a direct role as it relates to the design and programming of the facility. This will not only ensure that the City can influence the design, layout, and operations of the facility but also program the facility so that the community at large can utilize and experience the high-quality tournament facility. With the acceptance of the donation, staff will follow up with the necessary gift/donation agreements for Council adoption.

While this can be viewed as a change from the original proposal, staff sees tremendous value in this opportunity in front of us. Sports tourism is seen as a significant form of our economic development strategy here in Grimes, and capitalizing on this opportunity will have lasting positive impacts on the community.

UPDATED

At the March 22nd City Council Meeting, the Grimes City Council approved a resolution which authorized engineering expenses with Civil Design Advantage, and committed to a workshop to further discuss the donation of the monies and land to advance the construction of the GrimesPlex.

Since that time, staff has evaluated the resident feedback from the meeting, and fielded a number of additional questions/inquiries regarding the proposal. A presentation has been prepared that responds accordingly. A brief summary of the information intended to be discussed is listed below.

Investment Value. Hope Development has plans to continue investing in the Hope District. It is estimated that this investment will total \$250,000,000 over the life of the development. In addition to this investment, Hope is constructing the necessary infrastructure to support the development, which totals approximately \$5,000,000. One of the questions received is related the value of the donation from Hope to the City of Grimes. The proposal is to gift the City \$12,000,000 in cash, and the approximately 50-acres of land. Hope Development had the property appraised, and the appraisal suggests the land being donated has a value of \$16,800,000. With land and cash being accounted for, the total value of the donation is \$28,600,000. Under this proposal, no modifications to the TIF rebate to Hope are being proposed. Hope Development still must preform by way of increasing the value of the development, which will result in those incremental tax dollars being sent to Hope. As a reminder, this is a total, not to exceed of \$25,000,000.

Revenue and Expenses. Prior to Hope proposing to donate the land and monies to the City, they entered into a 10-year contract with Sporting Iowa, to lease a portion of the facility. This agreement, which has been included in your packet, identifies that Sporting Iowa will pay \$600,000 annually to the “landlord”, and references “manager” for certain coordination efforts. The agreement also speaks to the ability for the agreement to be transferred. In addition to the lease revenue from Sporting Iowa,

additional revenues from concessions, sponsorships, tournaments and general recreation programming are anticipated. This would bring the year 1 annual revenue to \$1,082,000.

With the operation of the facility, certain expenditures are expected. Since there is a funding gap of approximately \$7,500,000, general obligation debt will need to be issued to complete the construction of the GrimesPlex. Staff worked with PFM to develop a debt model, which projects an annual debt service need of \$650,000. In addition the debt service payment, Staff estimates an additional \$171,500 of operational expenses to support the facility.

When factoring the revenue and expenses, it is estimated that a surplus of \$260,500 will be realized annually.

Operating Budget. At the time that the original development agreement was entered into, it obligated the City of Grimes to manage and maintain the facility. As a result of that obligation, expenses were budgeted in FY 22. At this time, no expenses have been realized in FY 22. In FY 23, those anticipated budgeted expenses were carried forward. The Parks and Recreation Director has prepared a staffing plan consistent with the budgeted dollars.

Field Usage. Per the agreement between Sporting Iowa and Hope, Sporting Iowa is identified as the preferred soccer partner. With that designation, they are afforded the rights and access to fields 1-6. They also are provided a first right of refusal for any soccer activity on the remaining balance of the fields. With these terms, Sporting Iowa does not have exclusive rights to the entire GrimesPlex, and have indicated to staff a willingness to sublease their 6 fields when not in use by Sporting Iowa.

On the remaining fields, the City of Grimes will be able to program addition recreation activities, tournaments, special events, and provide access to the local sporting clubs. The Parks and Recreation Board, along with Staff, will need to develop policies and procedures on field usage, and forward the recommendation to the City Council for adoption.

Economic Impact. Sports Facilities Company, who assisted with the development of a proforma, has estimated the overall annual economic impact to be \$11,069,561. This number was derived from a number of inputs, ranging from total events, per person spending, non-local days in market, and room nights.

Additionally, a number of our regional partners have provided letters attesting to the impact of the GrimesPlex on the region. These letters and responses are included in your packet and listed below.

1. Catch Des Moines – Addresses Economics and Tourism
2. Capital Crossroads – Addresses Economics, Wellness, Tourism and Quality of Life

Infrastructure. In response to questions regarding the impact on City infrastructure, the City Engineer has provided a letter that address the critical system infrastructure, and other adjoining infrastructure

components that have been studied and improved. As you know, the City has been working towards a number of studies and the results of these studies, where applicable, have been incorporated.

Staff has also met with our public safety partners, Johnston Grimes Fire and Polk County Sheriff. Both entities have been involved in the process, and are ready to respond to the needs.

Next Steps. Following the discussion at the workshop, staff will be prepared at the April 12th City Council meeting, with the necessary resolutions and agreements. At that time, the City Council will consider the acceptance of the donation, which will then trigger a number of subsequent steps and action items. These additional action items would be related to the completion of the plans, and subsequent bidding/construction of the GrimesPlex.

While that is occurring, the Grimes Parks and Recreation Board, along with Staff, will be developing the necessary operation and policy documents related to the usage and staffing of the GrimesPlex.

Final Thoughts.

In addition to the above mentioned items, the following new items are included in the packet for review and reference during the workshop.

1. Draft Resolution for future action
2. Draft Real Estate Gift Agreement
3. Draft Monetary Gift Agreement
4. Hope Development and Realty Letter – Addresses Donation Proposal

FISCAL IMPACT:

Noted above in and attachments.

PREVIOUS COUNCIL ACTION(S):

Approve Zoning – 2020

Approve Development Agreement – 2020

Approve Final Plat – 2021

Approve Resolution (CDA/Workshop) - 2022

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 04-0622

RESOLUTION ESTATABISHING INTENT TO ADVANCE DONATION OF HOPE SPORTS
PLEX

WHEREAS, in 2020, Hope Development & Realty LLC (“Hope”) presented the Hope Entertainment District to the Grimes City Council for consideration (the “Project”); and

WHEREAS, the Project resulted in a Development Agreement with Grimes that included the construction by Hope of a 50-Acre multi-sport athletic facility called the “Sports Complex”; and,

WHEREAS, Hope has now presented to the City of Grimes (“Grimes”), an offer to transition the Sports Complex project to the City by conveying a gift of land, monies and leases to Grimes, and as a result, have Grimes become the owner of the Sports Complex property and accept responsibility for the completion of construction and eventual management of the Sports Complex; and,

WHEREAS, the transfer proposed by Hope will require multiple legal documents before it may be subject to final consideration by the Grimes Mayor and City Council; and,

WHEREAS, the City agrees that the Sports Complex conveyance proposal by Hope presents the potential for a positive development to Grimes and is worthy of detailed consideration;

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

The City of Grimes intends to move forward with the donation, and that City Staff and attorneys representing Grimes are directed to work with Hope and/or Hope’s legal representatives to draft legal documentation and agreements for consideration by the Mayor and City Council that includes, but are not limited to:

1. A warranty deed to convey the Sports Complex property to Grimes;
2. An assignment by Hope to Grimes of any existing lease agreements concerning the Sports Complex;
3. A modification or amendment of the existing Development Agreement and/or creation of any additional agreements that define and guarantee the manner in which any financial payments for the construction of the Sport Complex are to be conveyed from Hope to Grimes;
4. An assignment to Grimes of any construction contracts that currently exist between Hope and any companies that are performing construction work on the Sport Complex;
5. An agreement to terminate any existing Sports Complex management agreement between Grimes and Hope;
6. Any tax documents requested by Hope to verify the donations of property and funds by Hope to Grimes for the Sports Complex; and,

7. Any other legal documentation or agreements recommended by City Staff or Grimes legal counsel.

PASSED AND APPROVED this ____ day of April, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

REAL ESTATE
GIFT AGREEMENT

This Real Estate Gift Agreement ("Agreement") is effective this 1st day of June, 2021 ("Effective Date"), by and between **HOPE K. FARMS, LLC**, an Iowa limited liability Company ("Hope"), and **THE CITY OF GRIMES, IOWA**, a municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, Hope is the owner of a tract of undeveloped real estate containing approximately 49 acres to be developed by the City and used for a sports complex, as legally described in Exhibit "A" attached hereto ("Sports Property"); and

WHEREAS, Hope is the owner of a tract of real estate containing approximately 12 acres to be used as a detention pond, as legally described in Exhibit "B" attached hereto ("Pond Property"); and

WHEREAS, Hope desires to gift and convey the Sports Property and the Pond Property to the City and to set forth the terms and conditions of said gift; and

WHEREAS, the City is willing to accept the Sports Property and the Pond Property from Hope on the terms and conditions as set forth below;

NOW, THEREFORE, Hope and the City agree as follows:

1. Gift.

A. Hope hereby agrees to irrevocably gift to the City, upon the terms and conditions as hereinafter set forth, the Sports Property for the future development by the City, at City's cost and expense, of a regional sports complex, together with any easements and appurtenant servient estates and subject to reasonable easements and restrictions of record. The conveyance by Hope to the City of the Sports Property shall not require the payment of any sums of money to Hope by the

City and the conveyance shall strictly be an irrevocable charitable gift for public purposes. The City hereby acknowledges that the fair market value of the Sports Property, as established by an independent third party appraiser is accurate and the City agrees to execute IRS Form 8283 confirming the appraised value.

B. Hope hereby agrees to irrevocably gift to the City, upon the terms and conditions as hereinafter set forth the Pond Property for water detention for the benefit of the City and other property owners, together with any easements and appurtenant servient estates and subject to reasonable easements and restrictions of record. The conveyance by Hope to the City of the Pond Property shall not require the payment of any sums of money to Hope by the City and the conveyance shall strictly be an irrevocable charitable gift for public purposes. The City hereby acknowledges that the fair market value of the Pond Property, as established by an independent third party appraiser is accurate and the City agrees to execute IRS Form 8283 confirming the appraised value.

2. Real Estate Taxes.

Hope shall pay all real estate taxes for the Sports Property and the Pond Property that are liens for all prior tax years and all those real estate taxes for the Sports Property and the Pond Property that are due and payable in the fiscal year in which possession is given, and shall pay its prorated share, based upon the possession date, due and payable in the subsequent fiscal year. Thereafter, the City shall be responsible for any real estate taxes for the Sports Property and the Pond Property or shall take necessary steps with the Polk County Assessor to cause the Sports Property and the Pond Property to become tax exempt.

3. Closing.

Subject to conditions precedent as described below in Paragraph 4, closing of the transaction contemplated by this Agreement shall take place on or before the ____ day of _____ at the City of Grimes City Hall or other place mutually agreeable to the parties (“Closing”).

4. Conditions Precedent.

The following are conditions precedent to Closing of the transaction contemplated by this Agreement. If the following conditions are not met to the reasonable satisfaction of either Hope or the City, either party may rescind this Agreement and thereafter neither party shall have any claim against the other and neither party shall have any further rights or duties hereunder:

A. Abstract and Title.

Hope, at its expense, shall promptly obtain an abstract of title to the Sports Property and Pond Property continued through the date of the Effective Date and deliver it to the City attorney for examination. The abstract shall show merchantable title in Hope in conformity with this Agreement, Iowa law, and the Title Standards of the Iowa State Bar Association. Hope shall make every reasonable effort to promptly perfect title. If Closing is delayed due to Hope's inability to provide merchantable title, this Agreement shall nevertheless continue in force and effect until either party rescinds the Agreement after giving ten (10) days' prior written notice to the other party, after which neither party shall have any claim against the other party. The

abstract of title for the Sports Property and the Pond Property shall become the property of the City at the time of Closing. Hope shall pay the costs of any additional abstracting and title work due to any act or omission of Hope.

B. Environmental Matters.

Hope represents that it has not received any notice from any governmental authority nor does it have any personal knowledge of any governmental requirement to correct or remediate any environmental hazard or to correct any environmental violation regarding the Sports Property and the Pond Property.

5. Warranty Deed.

If the conditions precedent described above in Paragraph 4 are met to the reasonable satisfaction of the parties, Hope shall convey title to the Sports Property and Pond Property to the City by warranty deed, free and clear of all liens and encumbrances.

6. City's Obligation to Construct the Sports Complex.

In the event that the City does not construct a regional sports complex ("Sports Complex") on the Sports Property in substantial conformance with the specifications described in Exhibit "C" attached hereto, and within the timeframes set forth in Exhibit "D" attached hereto, the City shall re-convey the Sports Property to Hope, at no cost to Hope, upon prior written notice from Hope to the City.

7. Assignment Prohibited.

Hope has entered into this Agreement because the City is a municipal corporation acting for the benefit of the public within the City of Grimes, Iowa. Therefore, this Agreement shall not be assigned by the City to any other party.

HOPE K. FARMS, LLC

By _____
Reza Kargarzadeh, Manager

STATE OF IOWA)
)ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Reza Kargarzadeh, Manager of Hope K. Farms, LLC, an Iowa limited liability company.

Notary Public

CITY OF GRIMES, IOWA

By _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

STATE OF IOWA)
)ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Scott Mikkelsen and Rochelle Williams, the Mayor and City Clerk respectively, of the City of Grimes, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.

Notary Public

EXHIBIT "A"

Lot 14 in Hope Commercial Plat 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

DRAFT

EXHIBIT “B”

Outlot Z in Hope Commercial Plat 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

DRAFT

EXHIBIT “C”

DRAFT

EXHIBIT “D”

DRAFT

MONETARY
GIFT AGREEMENT

This Monetary Gift Agreement ("Agreement") is effective this 1st day of June, 2021 ("Effective Date"), by and between **REZA KARGARZADEH**, an individual ("Reza"), and **THE CITY OF GRIMES, IOWA**, a municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, Reza desires to provide a monetary gift to the City in order to provide assistance to the City for the City's construction of a regional sports complex, a depiction of which is attached in Exhibit "A" hereto ("Sports Complex"), and to set forth the terms and conditions of said gift; and

NOW, THEREFORE, Reza and the City agree as follows:

1. Gift.

A. Reza hereby agrees to provide a charitable gift to the City, upon the terms and conditions as hereinafter set forth, in an amount of money not to exceed Twelve Million and 00/100 Dollars (\$12,000,000.00) ("Monetary Gift") in order to assist the City with the City's development of the Sports Complex. The Monetary Gift to the City shall strictly be a charitable gift for public purposes, and paid to the City as set forth herein.

B. The Monetary Gift shall be paid by Reza to the City in installment amounts based upon the Sports Complex construction progress milestones identified in Exhibit "B" attached hereto. The City shall provide Reza with written confirmation of each progress milestone, in detail satisfactory to Reza, prior to Reza releasing the subject installment amount to the City.

2. City's Obligation to Construct the Sports Complex.

Reza's obligation to make any installment payment of the Monetary Gift as described herein to the City is expressly conditioned upon the City's construction, at the City's cost and expense, of the Sports Complex pursuant the specifications described in Exhibit "C" attached hereto, and the milestones identified in Exhibit "B" attached hereto.

3. Assignment Prohibited.

Reza has entered into this Agreement because the City is a municipal corporation acting for the benefit of the public within the City of Grimes, Iowa. Therefore, this Agreement shall not be assigned by the City to any other party.

Reza Kargarzadeh

STATE OF IOWA)
)ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Reza Kargarzadeh.

Notary Public

CITY OF GRIMES, IOWA

By _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

STATE OF IOWA)
)ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Scott Mikkelsen and Rochelle Williams, the Mayor and City Clerk respectively, of the City of Grimes, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.

Notary Public

EXHIBIT "A"



EXHIBIT “B”

Project Milestones

EXHIBIT “C”

Project Description

GRIMESPLEX | GRIMES, IA

Five Year Operating Pro Forma

MARCH 2022



PREPARED FOR:

City of Grimes, IA



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Facility Program Details

Facility Program

Outdoor Athletic Facilities

Space	Programming Product/Service	Count	Dimensions L (') W (')		Approx. SF each	Total SF	% of Footprint
460' x 460' Fields	460' x 460' Field	3	460	460	211,600	634,800	53.1%
	Youth Field	12	225'	Fence	Over Large Fields		0.0%
	Multi-Purpose Field	6	360	225	Over Large Fields		0.0%
	Total 400' Baseball/Softball Fields Sq. Ft.					634,800	53.1%
460' x 400' Fields	460' x 400' Field	3	460	400	184,000	552,000	46.2%
	Multi-Purpose Field	6	360	225	Over Large Fields		0.0%
	Total 400' Baseball/Softball Fields Sq. Ft.					552,000	46.2%
Support Buildings	Primary Support Building						
	Kitchen	1	30	30	900	900	0.1%
	Restrooms	2	25	20	500	1,000	0.1%
	Training Room	1	15	10	150	150	0.0%
	Check-In/Ticketing Office	1	10	10	100	100	0.0%
	Ref Rooms	2	10	8	80	160	0.0%
	Office/Control	1	20	20	400	400	0.0%
	Secondary Support Buildings	2	40	40	1,600	3,200	0.3%
	Total Support Buildings Sq. Ft.					5,910	0.5%
Maint.	Maintenance Buildings	1	40	30	1,200	1,200	0.1%
	Storage Buildings	2	40	20	800	1,600	0.1%
	Total Maintenance Sq. Ft.					2,800	0.2%
Total Estimated Outdoor Athletic Facilities SF						1,195,510	100%
Total Outdoor Athletic Facility Acreage						27.4	

Site Development

		Quantity	Dimensions L (') W (')		Approx. SF each	Total SF	% of Total
Parking Spaces Total	Parking Spaces Total (10'x18')	1,320	20	20	400	528,000	53.8%
	(20' x 20' Inc. aisles)						
	Setbacks, Green Space, Trails, etc.					453,024	46.2%
Total Estimated Site Development SF						981,024	100%
Total Site Development Acreage						22.5	
Total Complex Acreage						50.0	

Facility Development Costs and Financing



Capital Costs and Start-up Expenses - Equipment and FF&E (Phase I)

Details	Quantity	Unit	Cost/Unit	Budgeted Cost	% of Total
Building & Land Cost					
Real Estate Acquisition	50.0	Acre	\$0	\$0	0.0%
Land Cost Total				\$0	0.0%
Baseball/Softball Fields					
Scoreboard	6	Ea.	\$12,500	\$75,000	2.21%
Plate Bases and Anchors	12	Set	\$900	\$10,800	0.32%
Dugouts with Fountains	24	Ea.	\$12,000	\$288,000	8.50%
Foul Poles	12	Set	\$4,000	\$48,000	1.42%
Fencing and Backstop	12	Ea.	\$75,000	\$900,000	26.55%
L-Screens	12	Ea.	\$500	\$6,000	0.18%
Tri-Fold Screens	24	Ea.	\$400	\$9,600	0.28%
1B Screens	12	Ea.	\$475	\$5,700	0.17%
Ball Caddies	12	Ea.	\$350	\$4,200	0.12%
Portable Mounds	12	Ea.	\$12,500	\$150,000	4.43%
Bleachers	24	Ea.	\$4,000	\$96,000	2.83%
Portable Fencing	12	Ea.	\$15,000	\$180,000	5.31%
Field and Sport Equipment	12	Ea.	\$5,000	\$60,000	1.77%
Training Area Equipment	1	LS	\$150,000	\$150,000	4.43%
				Signage, Helmets, Balls, Cages, etc.	
				Bullpens, Batting Cages, Warm Up Areas, etc.	
Shipping & Tax			5.00%	\$99,165	2.93%
Contingency			6.00%	\$124,948	3.69%
Baseball/Softball Fields Cost Total				\$2,207,413	65.13%
Multi-Purpose Fields					
Scoreboards	12	Ea.	\$12,500	\$150,000	4.43%
Benches (Participants)	48	Ea.	\$600	\$28,800	0.85%
Bleachers (Spectators)	48	Ea.	\$4,000	\$192,000	5.66%
Goals	24	Ea.	\$5,000	\$120,000	3.54%
Goals	24	Ea.	\$1,200	\$28,800	0.85%
Goals	48	Ea.	\$1,050	\$50,400	1.49%
Goals	24	Ea.	\$750	\$18,000	0.53%
Field Equipment	12	Ea.	\$5,000	\$60,000	1.77%
				Flags, Balls, Cones, & Training Equip.	
Shipping & Tax			5.00%	\$32,400	0.96%
Contingency			6.00%	\$40,824	1.20%
Multi-Purpose Fields Cost Total				\$721,224	21.28%
Furniture, Fixtures and Equipment Cost					
FURNISHINGS					
Hardware	1	LS	\$250,000	\$250,000	7.4%
Software	1	LS	\$25,000	\$25,000	0.7%
FIELD MAINTENANCE EQUIPMENT					
Utility Vehicle (Gator)	2	Ea.	\$12,500	\$25,000	0.7%
Utility Golf Cart	2	Ea.	\$10,000	\$20,000	0.6%
Shipping & Tax			5.00%	\$16,000	0.5%
Contingency			6.00%	\$20,160	0.6%
Furniture, Fixtures and Equipment Cost Total				\$356,160	10.5%
Soft Costs Construction					
Design-Build Fees			9.0%	\$0	0.0%
SFD Owner's Rep Services			3.0%	\$98,544	2.9%
Permits/Inspections			0.50%	\$0	0.0%
Contingency			6.00%	\$5,913	0.2%
Soft Costs Total				\$104,457	3.1%
Total Construction Costs - Outdoor Facility				\$3,389,253	100.00%



Capital Costs and Start-up Expenses - Equipment and FF&E (Phase II)

Details		Quantity	Unit	Cost/Unit	Budgeted Cost	% of Total
Building & Land Cost						
Real Estate Acquisition	Donation	50.0	Acre	\$0	\$0	0.0%
Land Cost Total					\$0	0.0%
Hard Costs						
Support Buildings						
Support Buildings		0	SF	\$125	\$0	0.0%
Maintenance Building	Finished Modular Building	0	SF	\$50	\$0	0.0%
Site Development						
Support Buildings	Finished Modular Building with FF&E (Not Including F&B)	0	SF	\$350	\$0	0.0%
Site Development - Clearing, Prep, Grading, Utility Runs, Landscaping, etc.	Paving, Grading, Utilities, Landscaping, Improvement Allocation for Outdoor Facility	0.0	Acre	\$100,000	\$0	0.0%
Fencing - Perimeter and Facility Control		0	LS	\$300,000	\$0	0.0%
Maintenance Building		0	SF	\$120	\$0	0.0%
Storage Building		0	SF	\$60	\$0	0.0%
Contingency				10.00%	\$0	0.0%
Hard Cost Total					\$0	0.0%
Baseball/Softball Fields						
Shade Structures - Tension Fabric		12	Ea.	\$10,000	\$120,000	19.29%
Trackman System		12	Ea.	\$20,000	\$240,000	38.57%
Streaming System		12	Ea.	\$10,000	\$120,000	19.29%
Shipping & Tax				5.00%	\$24,000	3.86%
Contingency				6.00%	\$30,240	4.86%
Baseball/Softball Fields Cost Total					\$534,240	85.86%
Furniture, Fixtures and Equipment Cost						
FOOD & BEVERAGE						
Equipment	Revenue Share	0	LS	\$225,000	\$0	0.0%
Equipment	Revenue Share	0	Ea.	\$50,000	\$0	0.0%
Finish Out	Revenue Share	0	Ea.	\$25,000	\$0	0.0%
FURNISHINGS						
Signage	Monument and Wayfinding	1	LS	\$50,000	\$50,000	8.0%
Furnishings	Support Buildings	5,910	SF	\$2	\$11,820	1.9%
Shipping & Tax				5.00%	\$3,091	0.5%
Contingency				6.00%	\$3,895	0.6%
Furniture, Fixtures and Equipment Cost Total					\$68,806	11.1%
Soft Costs Construction						
Design-Build Fees	% of Structure and Site work			9.0%	\$0	0.0%
SFD Owner's Rep Services				3.0%	\$18,091	2.9%
Permits/Inspections				0.50%	\$0	0.0%
Contingency				6.00%	\$1,085	0.2%
Soft Costs Total					\$19,177	3.1%
Total Construction Costs - Outdoor Facility					\$622,223	100.00%

Capital Costs and Start-up Expenses - Soft Costs Operations

Details		Cost/Unit	Budgeted Cost	% of Total
Soft Costs Operations				
Pre-Launch Professional Services	Legal, Accounting, Bank, Consulting		\$60,000	11.1%
Permits and Extensions			\$30,000	5.5%
Presentation Materials	Renderings, Etc.		\$20,000	3.7%
Grand Opening			\$15,000	2.8%
Interest on Construction Loan	TBD		\$0	0.0%
Marketing Allowance	Pre-Opening Marketing Budget		\$75,000	13.9%
Opening Support Services	Professional Management Support for Pre-Opening Operations Development		\$275,000	50.8%
Pre-Funded Operational Account			\$14,687	2.7%
Pre-Opening Staff Budget	Staffing Cost Pre-Grand Opening		\$2,011	0.4%
Pre-Opening Staff Recruitment			\$60	0.0%
Cost of Issuance/Financing			TBD	0.0%
Interest Reserve			TBD	0.0%
Closing Costs			TBD	0.0%
Working Capital Reserve			TBD	0.0%
Contingency		10.00%	\$49,176	9.1%
Soft Cost Total			\$540,934	100.0%
Total Construction Costs - Soft Cost Operations			\$540,934	100.0%
Working Capital Reserve			TBD	100.0%



Capital Costs and Start-up Expenses

SOURCES OF FUNDS		
Public Contribution - Construction	0%	\$0
Public Contribution - Equipment and FF&E	88%	\$4,011,476
Public Contribution - Operations	12%	\$540,934
Equity Contribution - Private/Developer	0%	\$0
Bond Financing	0%	\$0
Public Contribution	0%	\$0
Total Sources of Funds		\$4,552,410

USES OF FUNDS - PHASE I	
Land Cost	TBD
Hard Cost	\$0
Field and Sport Equipment Cost	\$2,928,637
Furniture, Fixtures, and Equipment	\$356,160
Soft Costs Construction	\$104,457
Soft Costs Operations	\$540,934
Working Capital Reserve	TBD
Total Uses of Funds	\$3,930,188

USES OF FUNDS - PHASE II	
Land Cost	\$0
Hard Cost	\$0
Field and Sport Equipment Cost	\$534,240
Furniture, Fixtures, and Equipment	\$68,806
Soft Costs Construction	\$19,177
Soft Costs Operations	\$0
Working Capital Reserve	TBD
Total Uses of Funds	\$622,223

Financial Performance Summary

Total Revenue & Expenses - 5-Year Detail

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Outdoor Rental Baseball/Softball Tournaments	\$86,400	\$102,600	\$128,040	\$128,040	\$134,442
Outdoor Rental Multi-Purpose Field Tournaments	\$12,600	\$18,300	\$21,450	\$25,080	\$26,334
Outdoor Field Rental	\$674,472	\$681,919	\$694,617	\$699,348	\$724,531
Gate Fees	\$41,580	\$49,140	\$55,440	\$55,440	\$55,440
Parking Fees	\$0	\$0	\$0	\$0	\$0
Food & Beverage	\$112,374	\$137,950	\$153,144	\$157,217	\$157,360
Hotel Rebates	\$0	\$0	\$0	\$0	\$0
Retail	\$29,952	\$36,385	\$40,097	\$40,998	\$41,188
Secondary Revenue	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Total Revenue	\$1,107,378	\$1,176,294	\$1,242,788	\$1,256,123	\$1,289,295
Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Outdoor Rental Baseball/Softball Tournaments	\$12,960	\$15,390	\$19,206	\$19,206	\$20,166
Outdoor Rental Multi-Purpose Field Tournaments	\$1,260	\$1,830	\$2,145	\$2,508	\$2,633
Outdoor Field Rental	\$3,480	\$3,828	\$4,421	\$4,642	\$5,118
Gate Fees	\$10,395	\$12,285	\$13,860	\$13,860	\$13,860
Parking Fees	\$0	\$0	\$0	\$0	\$0
Food & Beverage	\$0	\$0	\$0	\$0	\$0
Hotel Rebates	\$0	\$0	\$0	\$0	\$0
Retail	\$20,966	\$25,470	\$28,068	\$28,699	\$28,832
Secondary Expense	\$37,500	\$37,500	\$37,500	\$37,500	\$37,500
Total Cost of Goods Sold	\$86,561	\$96,303	\$105,201	\$106,415	\$108,110
Gross Margin	\$1,020,817	\$1,079,991	\$1,137,588	\$1,149,708	\$1,181,185
<i>% of Revenue</i>	<i>92%</i>	<i>92%</i>	<i>92%</i>	<i>92%</i>	<i>92%</i>
Facility Expenses (Covered by Existing City Budget)	-	-	-	-	-
Operating Expense	\$81,869	\$75,039	\$78,209	\$79,260	\$81,112
Management Payroll (Covered by Existing City Budget)	-	-	-	-	-
Payroll Taxes/Benefits/Bonus	\$6,255	\$7,482	\$8,885	\$9,136	\$9,581
Total Operating Expenses	\$88,124	\$82,521	\$87,094	\$88,396	\$90,693
EBITDA	\$932,692	\$997,471	\$1,050,494	\$1,061,312	\$1,090,492
<i>% of Revenue</i>	<i>84%</i>	<i>85%</i>	<i>85%</i>	<i>84%</i>	<i>85%</i>

Total Revenue & Expenses - 20-Year Outlook

Total Revenue and Expenses - Year 1-10

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Revenue	\$1,107,378	\$1,176,294	\$1,242,788	\$1,256,123	\$1,289,295	\$1,327,974	\$1,367,813	\$1,408,847	\$1,451,113	\$1,494,646
Total Cost of Goods Sold	\$86,561	\$96,303	\$105,201	\$106,415	\$108,110	\$111,353	\$114,694	\$118,134	\$121,678	\$125,329
Gross Margin	\$1,020,817	\$1,079,991	\$1,137,588	\$1,149,708	\$1,181,185	\$1,216,621	\$1,253,119	\$1,290,713	\$1,329,434	\$1,369,317
% of Revenue	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%
Total Operating Expenses	\$88,124	\$82,521	\$87,094	\$88,396	\$90,693	\$92,053	\$93,434	\$94,835	\$96,258	\$97,702
EBITDA	\$932,692	\$997,471	\$1,050,494	\$1,061,312	\$1,090,492	\$1,124,568	\$1,159,685	\$1,195,877	\$1,233,176	\$1,271,615
% of Revenue	84%	85%	85%	84%	85%	85%	85%	85%	85%	85%
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Financial Impact	\$932,692	\$997,471	\$1,050,494	\$1,061,312	\$1,090,492	\$1,124,568	\$1,159,685	\$1,195,877	\$1,233,176	\$1,271,615

Total Revenue and Expenses - Year 11-20

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Total Revenue	\$1,524,539	\$1,555,030	\$1,586,130	\$1,617,853	\$1,650,210	\$1,666,712	\$1,683,379	\$1,700,213	\$1,717,215	\$1,734,387
Total Cost of Goods Sold	\$127,835	\$130,392	\$133,000	\$135,660	\$138,373	\$139,757	\$141,154	\$142,566	\$143,992	\$145,432
Gross Margin	\$1,396,704	\$1,424,638	\$1,453,130	\$1,482,193	\$1,511,837	\$1,526,955	\$1,542,225	\$1,557,647	\$1,573,224	\$1,588,956
% of Revenue	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%
Total Operating Expenses	\$99,167	\$100,655	\$102,165	\$103,697	\$105,253	\$106,831	\$108,434	\$110,060	\$111,711	\$113,387
EBITDA	\$1,297,536	\$1,323,983	\$1,350,966	\$1,378,496	\$1,406,584	\$1,420,124	\$1,433,791	\$1,447,587	\$1,461,512	\$1,475,569
% of Revenue	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Financial Impact	\$1,297,536	\$1,323,983	\$1,350,966	\$1,378,496	\$1,406,584	\$1,420,124	\$1,433,791	\$1,447,587	\$1,461,512	\$1,475,569

Economic Impact

Economic Impact

Number of Events Per Year

	Year 1	Year 2	Year 3	Year 4	Year 5
Baseball/Softball Tournaments	17	20	22	22	22
Multi-Purpose Field Tournaments	9	11	12	12	12
Total Events Per Year	26	31	34	34	34

Per Person Spending By Category

	Amount	% of Total
Lodging/Accommodations	\$37.00	27.9%
Dining/Groceries	\$48.00	36.2%
Transportation	\$8.16	6.2%
Entertainment/Attractions	\$3.84	2.9%
Retail	\$22.56	17.0%
Miscellaneous	\$12.96	9.8%
Total	\$132.52	100%

Economic Impact Drivers

	Year 1	Year 2	Year 3	Year 4	Year 5
Non-Local Days in Market	83,531	105,452	116,269	121,399	121,399
Room Nights	24,995	31,586	34,818	36,408	36,408

Economic Impact

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Direct Spending	\$11,069,561	\$13,974,482	\$15,407,935	\$16,087,762	\$16,087,762
Total Indirect Spending	\$0	\$0	\$0	\$0	\$0
Total Economic Impact	\$11,069,561	\$13,974,482	\$15,407,935	\$16,087,762	\$16,087,762

Tax Revenue Generation

	Year 1	Year 2	Year 3	Year 4	Year 5
County Sales Tax (1% on Spending)	\$110,696	\$139,745	\$154,079	\$160,878	\$160,878
Hotel/Motel Tax (7% on Lodging/Accommodations)	\$194,211	\$245,425	\$270,532	\$282,886	\$282,886

Economic Impact - 20-Year Outlook

Economic Impact Drivers: Years 1-10

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Non-Local Days in Market	83,531	105,452	116,269	121,399	121,399	122,613	123,839	125,077	126,328	127,591
Room Nights	24,995	31,586	34,818	36,408	36,408	36,772	37,139	37,511	37,886	38,265

Economic Impact: Years 1-10

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Per Person Spend by Category	\$132.52	\$132.52	\$132.52	\$132.52	\$132.52	\$134.51	\$136.53	\$138.57	\$140.65	\$142.76
Total Economic Impact	\$11,069,561	\$13,974,482	\$15,407,935	\$16,087,762	\$16,087,762	\$16,492,370	\$16,907,153	\$17,332,368	\$17,768,277	\$18,215,149

Economic Impact Drivers: Years 11-20

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Non-Local Days in Market	128,867	130,156	131,457	132,772	134,100	135,441	136,795	138,163	139,545	140,940
Room Nights	38,647	39,034	39,424	39,818	40,217	40,619	41,025	41,435	41,849	42,268

Economic Impact: Years 11-20

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Per Person Spend by Category	\$144.90	\$147.08	\$149.28	\$151.52	\$153.79	\$156.10	\$158.44	\$160.82	\$163.23	\$165.68
Total Economic Impact	\$18,673,260	\$19,142,892	\$19,624,336	\$20,117,888	\$20,623,853	\$21,142,543	\$21,674,278	\$22,219,386	\$22,778,203	\$23,351,075

Business Unit Analysis



Baseball/Softball Rental Tournament Revenue & Expenses

Revenue		Mgmt. Assump.	Amount per Activity					Number of Events per Year					Ave.	Year 1	Year 2	Year 3	Year 4	Year 5
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants					
Small Tournament - 4 Fields, 2 Days																		
Team Information													420					
Diamond Field		15 players per team											28					
Rental Fees		Daily Rental Rate	\$300	\$300	\$330	\$330	\$347	5	6	6	6	6	8	\$12,000	\$14,400	\$15,840	\$15,840	\$16,632
Spectators		1.5 spectators per player											630					
Medium Tournament - 8 Fields, 2 Days																		
Team Information													840					
Diamond Field		15 players per team											56					
Rental Fees		Daily Rental Rate	\$300	\$300	\$330	\$330	\$347	8	9	10	10	10	16	\$38,400	\$43,200	\$52,800	\$52,800	\$55,440
Spectators		1.5 spectators per player											1260					
Large Tournament - 12 Fields, 2.5 Days																		
Team Information													1260					
Diamond Field		15 players per team											84					
Rental Fees		Daily Rental Rate	\$300	\$300	\$330	\$330	\$347	4	5	6	6	6	30	\$36,000	\$45,000	\$59,400	\$59,400	\$62,370
Spectators		1.5 spectators per player											1890					
		Non-capacity growth rate		1.00	1.10	1.00	1.05	17	20	22	22	22						
		Capacity growth rate		1.10	1.10	1.10	1.10	17	20	22	22	22						
Area Revenue													\$86,400	\$102,600	\$128,040	\$128,040	\$134,442	
Expense		Mgmt. Assump.																
Tournament Hosting Expenses		5% of Gross Revenue																
Facility Attendant Staff		10% of Gross Revenue																
Trainer Fees		Pass Through																
Area Expense													\$12,960	\$15,390	\$19,206	\$19,206	\$20,166	
Net Revenue													\$73,440	\$87,210	\$108,834	\$108,834	\$114,276	



Multi-Purpose Field Rental Tournament Revenue & Expenses

Revenue		Mgmt Assump.		Amount per Activity					Number of Events per Year					Ave.	Year 1	Year 2	Year 3	Year 4	Year 5
				Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	Year 1	Year 2	Year 3	Year 4	Year 5
Small Tournament - 6 Fields, 2 Days																			
Team Information	15 players per team													72					
Rental Fees	Daily Rental Rate/Field (Not Including Fields 1-6)	\$300	\$300	\$330	\$330	\$347			4	4	4	4	4	0	\$0	\$0	\$0	\$0	\$0
Spectators	1.5 spectators per player													1620					
Medium Tournament - 8 Fields, 2 Days																			
Team Information	15 players per team													96					
Rental Fees	Daily Rental Rate/Field (Not Including Fields 1-6)	\$300	\$300	\$330	\$330	\$347			3	4	5	4	4	4	\$3,600	\$4,800	\$6,600	\$5,280	\$5,544
Spectators	1.5 spectators per player													2160					
Large Tournament - 12 Fields, 2.5 Days																			
Team Information	15 players per team													144					
Rental Fees	Daily Rental Rate/Field (Not Including Fields 1-6)	\$300	\$300	\$330	\$330	\$347			2	3	3	4	4	15	\$9,000	\$13,500	\$14,850	\$19,800	\$20,790
Spectators	1.5 spectators per player													3240					
Non-capacity growth rate			1.00	1.10	1.00	1.05	9	11	12	12	12								
Capacity growth rate			1.10	1.10	1.10	1.10	9	11	12	12	12								
Area Revenue															\$12,600	\$18,300	\$21,450	\$25,080	\$26,334
Expense		Mgmt. Assump.													Year 1	Year 2	Year 3	Year 4	Year 5
Facility Attendant Staff	10% Rental Fees														\$1,260	\$1,830	\$2,145	\$2,508	\$2,633
Trainer Fees	Pass Through														\$0	\$0	\$0	\$0	\$0
Area Expense															\$1,260	\$1,830	\$2,145	\$2,508	\$2,633
Net Revenue															\$11,340	\$16,470	\$19,305	\$22,572	\$23,701



Outdoor Field Rental Revenue & Expenses

Revenue	Mgmt. Assump.	Price per Session					Number per Session					Sellable Sessions	Year 1	Year 2	Year 3	Year 4	Year 5
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5						
Baseball/Softball Field Rentals																	
Sept. - Oct.	\$/Hour	\$50	\$50	\$55	\$55	\$58	168	185	194	204	214	1	\$8,400	\$9,240	\$10,672	\$11,206	\$12,354
Nov.- Dec.	\$/Hour	\$50	\$50	\$55	\$55	\$58	-	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0
Jan. - Feb.	\$/Hour	\$50	\$50	\$55	\$55	\$58	-	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0
Mar. - Apr.	\$/Hour	\$50	\$50	\$55	\$55	\$58	168	185	194	204	214	1	\$8,400	\$9,240	\$10,672	\$11,206	\$12,354
May - June	\$/Hour	\$50	\$50	\$55	\$55	\$58	248	273	286	301	316	1	\$12,400	\$13,640	\$15,754	\$16,542	\$18,237
July - Aug	\$/Hour	\$50	\$50	\$55	\$55	\$58	248	273	286	301	316	1	\$12,400	\$13,640	\$15,754	\$16,542	\$18,237
Multi-Purpose Field Rentals																	
Sept. - Oct.	\$/Hour	\$50	\$50	\$55	\$55	\$58	140	154	162	170	178	1	\$7,000	\$7,700	\$8,894	\$9,338	\$10,295
Nov.- Dec.	\$/Hour	\$50	\$50	\$55	\$55	\$58	56	62	65	68	71	1	\$2,800	\$3,080	\$3,557	\$3,735	\$4,118
Jan. - Feb.	\$/Hour	\$50	\$50	\$55	\$55	\$58	56	62	65	68	71	1	\$2,800	\$3,080	\$3,557	\$3,735	\$4,118
Mar. - Apr.	\$/Hour	\$50	\$50	\$55	\$55	\$58	140	154	162	170	178	1	\$7,000	\$7,700	\$8,894	\$9,338	\$10,295
May - June	\$/Hour	\$50	\$50	\$55	\$55	\$58	84	92	97	102	107	1	\$4,200	\$4,620	\$5,336	\$5,603	\$6,177
July - Aug	\$/Hour	\$50	\$50	\$55	\$55	\$58	84	92	97	102	107	1	\$4,200	\$4,620	\$5,336	\$5,603	\$6,177
Tenant Field Rentals																	
Soccer Field Rental (Fields 1-6)	\$/Year												\$600,000	\$600,000	\$600,000	\$600,000	\$615,000
Soccer Field Utilities and Maintenance	\$/Year												\$0	\$0	\$0	\$0	\$0
Baseball/Softball Field Rental (Fields 7-12)	\$/Year												\$0	\$0	\$0	\$0	\$0
Baseball/Softball Field Utilities and Maintenance	\$/Year																
Field Light Usage Charge	\$/Hour	\$10	\$10	\$11	\$11	\$12	487	536	563	591	620	1	\$4,872	\$5,359	\$6,190	\$6,499	\$7,166
	Non-capacity growth rate		1.00	1.10	1.00	1.05		1.10	1.05	1.05	1.05						
	Capacity growth rate							1.00	1.00	1.00	1.00						
Area Revenue													\$674,472	\$681,919	\$694,617	\$699,348	\$724,531
Expense	Mgmt Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Supervision/Maintenance Staff	5% Rev (Excludes Tenant Rental)												\$3,480	\$3,828	\$4,421	\$4,642	\$5,118
Area Expense													\$3,480	\$3,828	\$4,421	\$4,642	\$5,118
Net Revenue													\$670,992	\$678,091	\$690,195	\$694,705	\$719,412



Gate Fees Revenue & Expenses

Event Type	Tournament Pass	Gate Fee	Number of Events per Year					Daily Attendees (Non-Athletes)	Year 1	Year 2	Year 3	Year 4	Year 5
			Year 1	Year 2	Year 3	Year 4	Year 5						
In-House Baseball - Small	1	\$10.00	-	-	-	-	-	630	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Medium	1	\$10.00	-	-	-	-	-	1260	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Large	1	\$10.00	-	-	-	-	-	1890	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Extra Large	1	\$15.00	-	-	-	-	-	2520	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Large Summer	1	\$25.00	-	-	-	-	-	1260	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Extra Large Summer	1	\$25.00	-	-	-	-	-	1890	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Small	1	\$10.00	5	6	6	6	6	630	\$31,500	\$37,800	\$37,800	\$37,800	\$37,800
Rental Baseball - Medium	1	\$10.00	8	9	10	10	10	1260	\$100,800	\$113,400	\$126,000	\$126,000	\$126,000
Rental Baseball - Large	1	\$10.00	4	5	6	6	6	1890	\$75,600	\$94,500	\$113,400	\$113,400	\$113,400
Rental Baseball - Extra Large	1	\$15.00	-	-	-	-	-	2520	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Large Summer	1	\$25.00	-	-	-	-	-	1260	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Extra Large Summer	1	\$25.00	-	-	-	-	-	1890	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Small	1	\$0.00	-	-	-	-	-	1620	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Medium	1	\$0.00	-	-	-	-	-	2160	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Large	1	\$0.00	-	-	-	-	-	3240	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Extra Large	1	\$0.00	-	-	-	-	-	4320	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Small	1	\$0.00	4	4	4	4	4	1620	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Medium	1	\$0.00	3	4	5	4	4	2160	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Large	1	\$0.00	2	3	3	4	4	3240	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Extra Large	1	\$0.00	-	-	-	-	-	4320	\$0	\$0	\$0	\$0	\$0
Gate Fee Reduction of Revenue (Rental)	80% to Rights Holder								(\$166,320)	(\$196,560)	(\$221,760)	(\$221,760)	(\$221,760)
Child Gate Fee Discount (In-House)	25% Reduction of Revenue								\$0	\$0	\$0	\$0	\$0
			26	31	34	34	34						
Area Revenue									\$41,580	\$49,140	\$55,440	\$55,440	\$55,440
Expense	Mgmt. Assump.								Year 1	Year 2	Year 3	Year 4	Year 5
Gate Staff	\$0.25 Per Sale								\$5,198	\$6,143	\$6,930	\$6,930	\$6,930
Gate Ticket Cost	\$0.25 Per Ticket								\$5,198	\$6,143	\$6,930	\$6,930	\$6,930
Area Expense									\$10,395	\$12,285	\$13,860	\$13,860	\$13,860
Net Revenue									\$31,185	\$36,855	\$41,580	\$41,580	\$41,580



Parking Revenue & Expenses

Event Type	Event Days	Parking Fee	Number of Events per Year					Daily Attendees	Daily Cars	Year 1	Year 2	Year 3	Year 4	Year 5
			Year 1	Year 2	Year 3	Year 4	Year 5							
In-House Baseball - Small	2	\$0.00	-	-	-	-	-	1050	263	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Medium	2	\$0.00	-	-	-	-	-	2100	525	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Large	2.5	\$0.00	-	-	-	-	-	3150	788	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Extra Large	2.5	\$0.00	-	-	-	-	-	4200	1050	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Large Summer	5	\$0.00	-	-	-	-	-	2100	525	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Extra Large Summer	5	\$0.00	-	-	-	-	-	3150	788	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Small	2	\$0.00	5	6	6	6	6	1050	263	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Medium	2	\$0.00	8	9	10	10	10	2100	525	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Large	2.5	\$0.00	4	5	6	6	6	3150	788	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Extra Large	2.5	\$0.00	-	-	-	-	-	4200	1050	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Large Summer	5	\$0.00	-	-	-	-	-	2100	525	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Extra Large Summer	5	\$0.00	-	-	-	-	-	3150	788	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Small	2	\$0.00	-	-	-	-	-	2700	675	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Medium	2	\$0.00	-	-	-	-	-	3600	900	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Large	2.5	\$0.00	-	-	-	-	-	5400	1350	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Extra Large	2.5	\$0.00	-	-	-	-	-	7200	1800	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Small	2	\$0.00	4	4	4	4	4	2700	675	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Medium	2	\$0.00	3	4	5	4	4	3600	900	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Large	2.5	\$0.00	2	3	3	4	4	5400	1350	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Extra Large	2.5	\$0.00	-	-	-	-	-	7200	1800	\$0	\$0	\$0	\$0	\$0
			26	31	34	34	34							
Area Revenue										\$0	\$0	\$0	\$0	\$0
Expense	Mgmt. Assump.									Year 1	Year 2	Year 3	Year 4	Year 5
Parking Attendants	20% Gross Revenue									\$0	\$0	\$0	\$0	\$0
Parking Passes	2.5% Gross Revenue									\$0	\$0	\$0	\$0	\$0
Area Expense										\$0	\$0	\$0	\$0	\$0
Net Revenue										\$0	\$0	\$0	\$0	\$0

Food & Beverage Revenue & Expenses

Revenue		Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Concessions Sales			\$112,374	\$137,950	\$153,144	\$157,217	\$157,360
Area Revenue			\$112,374	\$137,950	\$153,144	\$157,217	\$157,360
Expense		Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Concession Revenue Share	Responsibility of Concessionaire		\$0	\$0	\$0	\$0	\$0
Concessions Wages	Responsibility of Concessionaire		\$0	\$0	\$0	\$0	\$0
Area Expense			\$0	\$0	\$0	\$0	\$0
Net Revenue			\$112,374	\$137,950	\$153,144	\$157,217	\$157,360



Hotel Rebates

Revenue	Mgmt. Assump.	Nights Per Event	Rebate Rate	Number of Events per Year					# Non-Local Participants	# Non-Local Fans	Hotel Rooms/Night	Year 1	Year 2	Year 3	Year 4	Year 5
				Year 1	Year 2	Year 3	Year 4	Year 5								
In-House Baseball - Small	30% non-local attendance	2	\$0	-	-	-	-	-	126	189	105	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Medium	35% non-local attendance	2	\$0	-	-	-	-	-	294	441	245	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Large	45% non-local attendance	2.5	\$0	-	-	-	-	-	567	851	473	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Extra Large	75% non-local attendance	2.5	\$0	-	-	-	-	-	1260	1890	1050	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Large Summer	80% non-local attendance	5	\$0	-	-	-	-	-	672	1008	560	\$0	\$0	\$0	\$0	\$0
In-House Baseball - Extra Large Summer	85% non-local attendance	5	\$0	-	-	-	-	-	1071	1607	893	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Small	30% non-local attendance	2	\$0	5	6	6	6	6	126	189	105	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Medium	35% non-local attendance	2	\$0	8	9	10	10	10	294	441	245	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Large	45% non-local attendance	2.5	\$0	4	5	6	6	6	567	851	473	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Extra Large	75% non-local attendance	2.5	\$0	-	-	-	-	-	1260	1890	1050	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Large Summer	80% non-local attendance	5	\$0	-	-	-	-	-	672	1008	560	\$0	\$0	\$0	\$0	\$0
Rental Baseball - Extra Large Summer	85% non-local attendance	5	\$0	-	-	-	-	-	1071	1607	893	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Small	60% non-local attendance	2	\$0	-	-	-	-	-	648	972	540	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Medium	65% non-local attendance	2	\$0	-	-	-	-	-	936	1404	780	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Large	70% non-local attendance	2.5	\$0	-	-	-	-	-	1512	2268	1260	\$0	\$0	\$0	\$0	\$0
In-House Multi-Purpose Field - Extra Large	80% non-local attendance	2.5	\$0	-	-	-	-	-	2304	3456	1920	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Small	60% non-local attendance	2	\$0	4	4	4	4	4	648	972	540	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Medium	65% non-local attendance	2	\$0	3	4	5	4	4	936	1404	780	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Large	70% non-local attendance	2.5	\$0	2	3	3	4	4	1512	2268	1260	\$0	\$0	\$0	\$0	\$0
Rental Multi-Purpose Field - Extra Large	80% non-local attendance	2.5	\$0	-	-	-	-	-	2304	3456	1920	\$0	\$0	\$0	\$0	\$0
Unredeemed Rebates	33% Reduction of Revenue											\$0	\$0	\$0	\$0	\$0
Area Revenue				26	31	34	34	34				\$0	\$0	\$0	\$0	\$0
Expense												Year 1	Year 2	Year 3	Year 4	Year 5
Area Expense												\$0	\$0	\$0	\$0	\$0
Net Revenue												\$0	\$0	\$0	\$0	\$0

Retail Revenue & Expenses

Revenue		Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales			\$29,952	\$36,385	\$40,097	\$40,998	\$41,188
Area Revenue			\$29,952	\$36,385	\$40,097	\$40,998	\$41,188
Expense		Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Product Cost	55% Gross Revenue		\$16,474	\$20,012	\$22,054	\$22,549	\$22,654
Retail Wages	15% Gross Revenue		\$4,493	\$5,458	\$6,015	\$6,150	\$6,178
Area Expense			\$20,966	\$25,470	\$28,068	\$28,699	\$28,832
Net Revenue			\$8,986	\$10,916	\$12,029	\$12,299	\$12,356



Secondary Revenue Areas

Revenue		Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Advertisement/Sponsorship Income			\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Area Revenue			\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Expense		Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Sponsorship COGS	25% Revenue		\$37,500	\$37,500	\$37,500	\$37,500	\$37,500
Area Expense			\$37,500	\$37,500	\$37,500	\$37,500	\$37,500
Net Revenue			\$112,500	\$112,500	\$112,500	\$112,500	\$112,500

Overhead Expenses

Facility Expenses

Indoor Building

Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Janitorial Expenses	Covered by Existing City Budget	-	-	-	-	-
Safety Supplies	Covered by Existing City Budget	-	-	-	-	-
Maintenance & Repairs	Covered by Existing City Budget	-	-	-	-	-
Utility Expense	Covered by Existing City Budget	-	-	-	-	-
Total Indoor Facility Expense		-	-	-	-	-

Outdoor Facility

Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Turf Field Maintenance and Labor	Covered by Existing City Budget	-	-	-	-	-
Field Painting/Striping Supplies and Labor	Covered by Existing City Budget	-	-	-	-	-
Grounds Maintenance, Labor, and Lighting	Covered by Existing City Budget	-	-	-	-	-
Field Lighting	Covered by Existing City Budget	-	-	-	-	-
Total Outdoor Facility Expense		-	-	-	-	-
Total Facility Expense		-	-	-	-	-

Operating Expenses

Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Accounting Fees	Covered by Existing City Budge	-	-	-	-	-
Bank Service Charges	Misc. Banking Fees	\$19,148	\$20,526	\$21,856	\$22,122	\$22,786
Communications	IT/Phone/Cable/Internet	\$15,000	\$15,225	\$15,453	\$15,685	\$15,920
Dues/Subscriptions		\$500	\$508	\$515	\$523	\$531
Employee Uniforms		\$1,500	\$1,000	\$1,015	\$1,030	\$1,046
Marketing and Advertising		\$28,721	\$20,526	\$21,856	\$22,122	\$22,786
Insurance	Covered by Existing City Budge	-	-	-	-	-
Legal Fees	Covered by Existing City Budge	-	-	-	-	-
Licenses, Permits	Food Licenses, etc.	\$1,500	\$1,523	\$1,545	\$1,569	\$1,592
National Management & Marketing Service	TBD	\$0	\$0	\$0	\$0	\$0
National Management Travel	TBD	\$0	\$0	\$0	\$0	\$0
Office Supplies		\$3,000	\$3,045	\$3,091	\$3,137	\$3,184
Real Estate Tax	Public Ownership	\$0	\$0	\$0	\$0	\$0
Software		\$7,500	\$7,613	\$7,727	\$7,843	\$7,960
Travel and Education		\$5,000	\$5,075	\$5,151	\$5,228	\$5,307
Total Operating Expenses		\$81,869	\$75,039	\$78,209	\$79,260	\$81,112



Management Payroll Summary

Management Position	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
General Manager	Covered by Existing City Budget	-	-	-	-	-
Marketing & Business Development Director	Covered by Existing City Budget	-	-	-	-	-
Outdoor Facility Manager	Covered by Existing City Budget	-	-	-	-	-
Food Service Manager	Responsibility of Concessionaire	-	-	-	-	-
Finance Manager	Covered by Existing City Budget	-	-	-	-	-
Admin Support	Covered by Existing City Budget	-	-	-	-	-
Total Management Payroll		\$0	\$0	\$0	\$0	\$0



Payroll Summary

Total Payroll Summary		Mgmt. Assump.	Pre-Open	Year 1	Year 2	Year 3	Year 4	Year 5
Staff	Outdoor Rental Baseball/Softball Tournament Staff	1 month prior	\$720	\$8,640	\$10,260	\$12,804	\$12,804	\$13,444
Staff	Outdoor Multi-Purpose Tournament Staff	1 month prior	\$105	\$1,260	\$1,830	\$2,145	\$2,508	\$2,633
Staff	Outdoor Field Rental Staff	1 month prior	\$290	\$3,480	\$3,828	\$4,421	\$4,642	\$5,118
Staff	Food & Beverage Staff	1 month prior	\$0	\$0	\$0	\$0	\$0	\$0
Staff	Retail Staff	1 month prior	\$374	\$4,493	\$5,458	\$6,015	\$6,150	\$6,178
Subtotal Sport Admin Staff			\$1,489	\$17,873	\$21,376	\$25,385	\$26,104	\$27,374
Payroll Subtotal			\$1,489	\$17,873	\$21,376	\$25,385	\$26,104	\$27,374
Payroll Service/Taxes/Benefits		35% of Payroll	\$521	\$6,255.48	\$7,482	\$8,885	\$9,136	\$9,581
Payroll Taxes/Benefits/Bonus Totals			\$521	\$6,255	\$7,482	\$8,885	\$9,136	\$9,581
Total Payroll				\$24,128	\$28,857	\$34,270	\$35,241	\$36,955

Supplemental Analyses



Facility Utilization Summary

Outdoor Multi-Purpose Field Utilization	Annual Utilization				
	Annual %	Annual %	Annual %	Annual %	Annual %
Sport	Year1	Year2	Year3	Year4	Year5
Multi-Purpose Field Tournaments	12.09%	15.66%	16.90%	17.98%	17.98%
Baseball/Softball Tournaments	14.26%	16.98%	18.76%	18.76%	18.76%
Field Rental	7.57%	8.32%	8.74%	9.18%	9.63%
Total Field Utilization	33.92%	40.96%	44.40%	45.92%	46.38%
Number of Fields	6				
Maximum Field Time/Year (Hours)	12,900				
Maximum Field Time/Session (Hours)	2,150				
Day	Prime Hours	Game Hours			
Monday	5:00pm-9:00pm	4			
Tuesday	5:00pm-9:00pm	4			
Wednesday	5:00pm-9:00pm	4			
Thursday	5:00pm-9:00pm	4			
Friday	5:00pm-9:00pm	4			
Saturday	8:00am - 9:00pm	13			
Sunday	11:00am - 9:00pm	10			
		43			

Outdoor Multi-Purpose Field Utilization	Busiest Session Utilization (Fall)				
	Session %	Session %	Session %	Session %	Session %
Sport	Year1	Year2	Year3	Year4	Year5
Multi-Purpose Field Tournaments	22.33%	22.33%	22.33%	22.33%	22.33%
Baseball/Softball Tournaments	42.79%	46.05%	49.30%	49.30%	49.30%
Field Rental	10.42%	11.46%	12.03%	12.64%	13.27%
Total Field Utilization	75.53%	79.83%	83.66%	84.26%	84.89%

GRIMESPLEX | GRIMES, IA

Construction Costs

FEBRUARY 2022



PREPARED FOR:

City of Grimes, IA





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Facility Program Details

Facility Program

Outdoor Athletic Facilities

Space	Programming Product/Service	Count	Dimensions L (') W (')		Approx. SF each	Total SF	% of Footprint
460' x 460' Fields	460' x 460' Field	3	460	460	211,600	634,800	53.1%
	Youth Field	36	225'	Fence	Over Large Fields		0.0%
	Multi-Purpose Field	6	360	225	Over Large Fields		0.0%
	Total 400' Baseball/Softball Fields Sq. Ft.					634,800	53.1%
460' x 400' Fields	460' x 400' Field	3	460	400	184,000	552,000	46.2%
	Multi-Purpose Field	6	360	225	Over Large Fields		0.0%
	Total 400' Baseball/Softball Fields Sq. Ft.					552,000	46.2%
Support Buildings	Primary Support Building						
	Kitchen	1	30	30	900	900	0.1%
	Restrooms	2	25	20	500	1,000	0.1%
	Training Room	1	15	10	150	150	0.0%
	Check-In/Ticketing Office	1	10	10	100	100	0.0%
	Ref Rooms	2	10	8	80	160	0.0%
	Office/Control	1	20	20	400	400	0.0%
	Secondary Support Buildings	2	40	40	1,600	3,200	0.3%
	Total Support Buildings Sq. Ft.					5,910	0.5%
Maint.	Maintenance Buildings	1	40	30	1,200	1,200	0.1%
	Storage Buildings	2	40	20	800	1,600	0.1%
	Total Maintenance Sq. Ft.					2,800	0.2%
Total Estimated Outdoor Athletic Facilities SF						1,195,510	100%
Total Outdoor Athletic Facility Acreage						27.4	

Site Development

		Quantity	Dimensions L (') W (')		Approx. SF each	Total SF	% of Total
Parking Spaces Total	Parking Spaces Total (10'x18') (20' x 20' Inc. aisles)	1,320	20	20	400	528,000	53.8%
	Setbacks, Green Space, Trails, etc.					453,024	46.2%
	Total Estimated Site Development SF					981,024	100%
Total Site Development Acreage						22.5	
Total Complex Acreage						50.0	

Facility Development Costs and Financing



Capital Costs and Start-up Expenses - Construction

Details	Quantity	Unit	Cost/Unit	Budgeted Cost	% of Total
Building & Land Cost					
Real Estate Acquisition	50.0	Acre	\$0	\$0	0.0%
Land Cost Total				\$0	0.0%
Hard Costs					
Site Development					
Support Buildings	5,910	SF	\$350	\$2,068,500	10.6%
Site Development - Clearing, Prep, Grading, Utility Runs, Landscaping, etc.	50.0	Acre	\$100,000	\$4,996,635	25.6%
Fencing - Perimeter and Facility Control	1	LS	\$300,000	\$300,000	1.5%
Maintenance Building	1,200	SF	\$120	\$144,000	0.7%
Storage Building	1,600	SF	\$60	\$96,000	0.5%
Contingency			10.50%	\$773,339	4.0%
Hard Cost Total				\$8,378,474	43.0%
Baseball/Softball Fields					
Synthetic Turf Fields	0	SF	\$7.00	\$0	0.00%
Shipping & Tax			5.00%	\$0	0.00%
Contingency			10.50%	\$0	0.00%
Baseball/Softball Fields Cost Total				\$0	0.00%
Multi-Purpose Fields					
Synthetic Turf Fields	1,186,800	SF	\$7.00	\$8,307,600	42.62%
All Fields	0	Ea.	\$275,000	\$0	0.00%
Shipping & Tax			5.00%	\$415,380	2.13%
Contingency			10.50%	\$915,913	4.70%
Multi-Purpose Fields Cost Total				\$9,638,893	49.44%
Soft Costs Construction					
Design-Build Fees			9.0%	\$754,063	3.9%
SFD Owner's Rep Services			3.0%	\$540,521	2.8%
Permits/Inspections			0.50%	\$41,892	0.2%
Contingency			10.50%	\$140,330	0.7%
Soft Costs Total				\$1,476,806	7.6%
Total Construction Costs - Outdoor Facility				\$19,494,173	100.00%



Capital Costs and Start-up Expenses

SOURCES OF FUNDS		
Public Contribution - Construction	38%	\$7,494,173
Public Contribution - Equipment and FF&E	0%	\$0
Public Contribution - Operations	0%	\$0
Equity Contribution - Private/Developer	62%	\$12,000,000
Bond Financing	0%	\$0
Public Contribution	0%	\$0
Total Sources of Funds		\$19,494,173

USES OF FUNDS	
Land Cost	\$0
Hard Cost	\$8,378,474
Field and Sport Equipment Cost	\$9,638,893
Furniture, Fixtures, and Equipment	\$0
Soft Costs Construction	\$1,476,806
Soft Costs Operations	\$0
Working Capital Reserve	TBD
Total Uses of Funds	\$19,494,173

City of Grimes, Iowa

Projection of G.O. Debt Capacity

EXHIBIT 1

Valuation Growth & Debt Limit Assumptions	
Valuation Growth	12.93%
Legal Debt Limit	5.00%
Effective Limit	85%

	Effective Limit 85%							Paid by Taxes/TIF	Paid by Taxes/TIF	Paid by Enterprise	Paid by Taxes/TIF	Paid by LOST	Paid by Taxes/TIF	Paid by Taxes/TIF	Paid by LOST	Paid by Taxes/TIF	Paid by Taxes/TIF			
Beginning of the Fiscal Year	100%	Valuation	Gross	Effective	Existing	Total				GrimesPlex		Fire Station			Trails			Available	Percent	
	Valuation	Growth	Debt Limit	Debt Limit	GO Bonds	Rebate Agrmnts	Existing GO Debt	GO CIP 2022A	GO CIP 2023A	GO UR 2023B	GO CIP 2024A	GO LOST 2024B	GO CIP 2025A	GO CIP 2026A	GO LOST 2026B	GO CIP 2027A	GO CIP Future	TOTAL GO DEBT	Effective Capacity	Debt/ Legal Debt Limit
2017 - 2018	1,076,275,312	10.25%	53,813,766	45,741,701	33,650,000	300,000	34,530,000										0	34,530,000	11,211,701	64.17%
2018 - 2019	1,262,975,249	17.35%	63,148,762	53,676,448	31,530,000	338,818	32,228,818										0	32,228,818	21,447,630	51.04%
2019 - 2020	1,393,132,615	10.31%	69,656,631	59,208,136	33,960,000	1,352,601	35,452,601										0	35,452,601	23,755,535	50.90%
2020 - 2021	1,635,685,383	17.41%	81,784,269	69,516,629	39,925,000	2,115,190	42,040,190										0	42,040,190	27,476,439	51.40%
2021 - 2022	1,756,537,561	7.39%	87,826,878	74,652,846	48,230,000	3,437,818	51,667,818	6,955,000									0	58,622,818	16,030,029	66.75%
2022 - 2023	2,017,724,855	14.87%	100,886,243	85,753,306	44,685,000	4,378,027	49,063,027	6,955,000	11,340,000	8,665,000							0	76,023,027	9,730,279	75.36%
2023 - 2024	2,278,616,679	12.93%	113,930,834	96,841,209	40,830,000	9,487,967	50,317,967	6,480,000	11,340,000	8,665,000	16,390,000	4,595,000					0	97,787,967	(946,758)	85.83%
2024 - 2025	2,573,241,815	12.93%	128,662,091	109,362,777	37,090,000	9,614,806	46,704,806	6,090,000	10,805,000	8,665,000	16,390,000	4,595,000	10,175,000				0	103,424,806	5,937,971	80.38%
2025 - 2026	2,905,961,982	12.93%	145,298,099	123,503,384	33,965,000	8,842,323	42,807,323	5,690,000	10,175,000	8,275,000	15,615,000	4,415,000	10,175,000	11,590,000	5,100,000		0	113,842,323	9,661,061	78.35%
2026 - 2027	3,281,702,866	12.93%	164,085,143	139,472,372	30,820,000	8,584,908	39,404,908	5,280,000	9,530,000	7,875,000	14,920,000	4,230,000	9,220,000	11,590,000	5,100,000	18,495,000	0	125,644,908	13,827,464	76.57%
2027 - 2028	3,706,027,047	12.93%	185,301,352	157,506,149	27,345,000	5,336,586	32,681,586	4,860,000	8,865,000	7,465,000	14,205,000	4,040,000	8,695,000	10,635,000	4,920,000	18,495,000	10,175,000	125,036,586	32,469,563	67.48%
2028 - 2029	4,185,216,344	12.93%	209,260,817	177,871,695	23,800,000	2,818,586	26,618,586	4,430,000	8,180,000	7,040,000	13,470,000	3,845,000	8,150,000	10,210,000	4,735,000	16,761,920	20,350,000	123,790,506	54,081,189	59.16%
2029 - 2030	4,726,364,817	12.93%	236,318,241	200,870,505	20,225,000	2,818,586	23,043,586	3,990,000	7,475,000	6,605,000	12,710,000	3,645,000	7,590,000	9,770,000	4,545,000	15,336,993	30,000,000	124,710,579	76,159,926	52.77%
2030 - 2031	5,337,483,788	12.93%	266,874,189	226,843,061	16,575,000	2,818,586	19,393,586	3,540,000	6,750,000	6,155,000	11,925,000	3,440,000	7,015,000	9,315,000	4,350,000	13,914,132	39,110,000	124,907,718	101,935,343	46.80%
2031 - 2032	6,027,620,442	12.93%	301,381,022	256,173,869	12,825,000	2,818,586	15,643,586	3,080,000	6,000,000	5,690,000	11,115,000	3,225,000	6,420,000	8,845,000	4,150,000	12,489,761	47,660,000	124,318,347	131,855,522	41.25%
2032 - 2033	6,806,991,765	12.93%	340,349,588	289,297,150	9,285,000	2,818,586	12,103,586	2,605,000	5,230,000	5,210,000	10,280,000	3,005,000	5,805,000	8,360,000	3,940,000	11,065,515	55,635,000	123,239,101	166,058,049	36.21%
2033 - 2034	7,687,135,801	12.93%	384,356,790	326,703,272	6,010,000	2,818,586	8,828,586	2,115,000	4,435,000	4,715,000	9,415,000	2,780,000	5,170,000	7,855,000	3,725,000	9,643,084	63,015,000	121,696,670	205,006,602	31.66%
2034 - 2035	8,681,082,460	12.93%	434,054,123	368,946,005	3,990,000	2,541,333	6,531,333	1,610,000	3,610,000	4,200,000	8,520,000	2,545,000	4,510,000	7,335,000	3,500,000	8,219,053	69,780,000	120,360,386	248,585,619	27.73%

City of Grimes, Iowa
Financial Planning for Capital Projects
Projection of Tax Levies & Tax Rate Impact

EXHIBIT 2

Tax Valuation Growth	
Estimated	13.00%

CIP Year:	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY2029+
Par:	\$7.0M	\$11.3M	\$16.4M	\$10.2M	\$11.6M	\$18.5M	\$10.2M
Projects:	\$6.9M	\$11.1M	\$16.2M	\$10.0M	\$11.4M	\$18.2M	\$10.0M

Fiscal Year Payable	Total Tax Valuation	Taxable Growth	Levy Rate / \$1,000	Current Taxes Levied	D/S ABATEMENTS			Other Income	Total Revenues	Existing GO Debt Service	GO CIP	GO CIP	GO CIP	GO CIP	GO CIP	GO CIP	Future Years	Other / Fiscal Fees	Total Uses	Surplus (Deficit)	Ending Balance
					Road Use Tax	TIF	LOSST				2022B	2023A	2024A	2025A	2026A	2027A					
2017 - 2018	689,907,444	11.2%	2.19688	1,515,644	83,245	1,772,574		708,570	4,080,033	2,990,856							0	237,039	3,227,895	852,138	3,679,922
2018 - 2019	800,826,244	16.1%	2.24598	1,798,640	83,245	1,165,000		1,161,530	4,208,415	3,312,148							0	3,418,565	6,730,713	(2,522,298)	1,157,624
2019 - 2020	900,478,101	12.4%	2.16097	1,945,906		1,554,892		84,331	3,585,129	3,496,819							0	1,129	3,497,948	87,181	1,244,805
2020 - 2021	1,041,846,752	15.7%	2.31430	2,411,146		1,801,768		110,814	4,323,728	4,827,455							0	3,750	4,831,205	(507,477)	737,328
2021 - 2022	1,140,822,644	9.5%	2.18408	2,491,648		2,088,365	237,103	0	4,817,116	4,858,623							0	3,750	4,862,373	(45,257)	692,071
2022 - 2023	1,287,964,004	12.9%	2.40000	3,091,114		2,417,140	253,150	0	5,761,404	5,087,430	679,570						0	3,750	5,770,750	(9,346)	682,725
2023 - 2024	1,455,399,325	13.0%	2.40000	3,492,958		2,302,521	256,150		6,051,630	4,861,193	285,237	939,768					0	3,750	6,089,947	(38,318)	644,407
2024 - 2025	1,644,601,237	13.0%	2.50000	4,111,503		1,942,084	253,650		6,307,237	4,137,818	286,181	495,637	1,428,274				0	3,750	6,351,659	(44,422)	599,985
2025 - 2026	1,858,399,397	13.0%	2.50000	4,645,998		1,903,459	255,900		6,805,357	4,062,818	286,801	494,852	639,285	1,346,408			0	3,750	6,833,914	(28,556)	571,429
2026 - 2027	2,099,991,319	13.0%	2.50000	5,249,978		2,020,559	252,650		7,523,187	4,293,768	287,086	496,016	639,451	430,687	1,456,729		0	3,750	7,607,485	(84,298)	487,131
2027 - 2028	2,372,990,191	13.0%	2.50000	5,932,475		2,000,311	254,150		8,186,937	4,254,773	287,025	496,540	638,940	432,996	429,599	1,733,080	0	3,750	8,276,702	(89,765)	397,366
2028 - 2029	2,681,478,915	13.0%	2.20613	5,915,689		1,958,705	255,150		8,129,544	4,172,560	286,650	496,402	640,231	432,212	430,426	712,464	954,850	3,750	8,129,544	0	397,366
2029 - 2030	3,030,071,174	13.0%	2.09789	6,356,763		1,942,030	255,650		8,554,443	4,139,710	285,908	495,650	640,723	430,892	430,776	711,431	1,415,603	3,750	8,554,443	0	397,366
2030 - 2031	3,423,980,427	13.0%	1.99363	6,826,144		1,948,358	252,650		9,027,152	4,149,366	284,900	496,695	640,467	431,520	430,632	712,186	1,877,636	3,750	9,027,152	0	397,366
2031 - 2032	3,869,097,883	13.0%	1.84311	7,131,185		1,795,771	256,500		9,183,455	3,848,041	286,167	494,620	639,359	431,553	430,025	712,123	2,337,816	3,750	9,183,455	0	397,366
2032 - 2033	4,372,080,607	13.0%	1.69719	7,420,254		1,623,191	252,200		9,295,645	3,498,581	287,065	494,569	640,081	430,914	431,392	711,216	2,798,078	3,750	9,295,645	0	397,366
2033 - 2034	4,940,451,086	13.0%	1.45958	7,210,992		951,825	252,900		8,415,717	2,156,550	287,215	496,333	640,116	432,238	429,751	712,016	3,257,749	3,750	8,415,717	0	397,366
2034 - 2035	5,582,709,728	13.0%	1.37480	7,675,129		954,813	253,500		8,883,442	2,163,125	286,812	496,689	639,319	432,990	430,235	711,827	3,718,696	3,750	8,883,442	0	397,366

City of Grimes, Iowa

Proposed General Obligation Corporate Purpose Bonds, Series 2022A (FY2023 CIP)

EXHIBIT 3

Total Not To Exceed Amount => \$7,305,000

SOURCES & USES	
SOURCES	
Par Amount of Bonds	6,955,000.00
Accrued Interest	0.00
Premium/Discount	0.00

Total Sources	6,955,000.00
USES	
Deposit to Construction Account	6,850,000.00
Debt Service Reserve Fund	
Capitalized Interest Account	0.00
Municipal Bond Insurance	0.00
Underwriters' Discount (\$7.00 per bond)	48,685.00
Costs of Issuance	53,000.00
Accrued Interest	0.00
Rounding Amount	3,315.00

Total Uses	6,955,000.00
ASSUMPTIONS	
Dated Date	5/1/2022
Delivery Date	5/1/2022
First Interest Date	12/1/2022
YIELD CALCULATIONS	
Arbitrage Yield	2.94091%
TIC	3.03750%
AIC	3.14377%
Average Life	8.48 Years

FY 2022-23 Projects Financed:	
Streets, Traffic Signals, Patching, etc.	\$3,900,000
Parks, Splashpad, Sports Complx Light, etc.	1,200,000
Trails	200,000
Water Main Replacement	0
Sanitary Sewer	750,000
Stormwater	0
City Facilities & Other	500,000
Equipment	300,000

	\$6,850,000

CIP (50% D/S and 50% TIF)						
DEBT SERVICE SCHEDULE						
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service	
12/1/2022			110,153	110,153		0
1.1 6/1/2023	475,000	1.760%	94,417	569,417		679,570
12/1/2023			90,237	90,237		0
2.1 6/1/2024	390,000	2.080%	90,237	480,237		570,474
12/1/2024			86,181	86,181		0
3.1 6/1/2025	400,000	2.190%	86,181	486,181		572,362
12/1/2025			81,801	81,801		0
4.1 6/1/2026	410,000	2.300%	81,801	491,801		573,602
12/1/2026			77,086	77,086		0
5.1 6/1/2027	420,000	2.410%	77,086	497,086		574,172
12/1/2027			72,025	72,025		0
6.1 6/1/2028	430,000	2.500%	72,025	502,025		574,050
12/1/2028			66,650	66,650		0
7.1 6/1/2029	440,000	2.610%	66,650	506,650		573,300
12/1/2029			60,908	60,908		0
8.1 6/1/2030	450,000	2.670%	60,908	510,908		571,816
12/1/2030			54,900	54,900		0
9.1 6/1/2031	460,000	2.710%	54,900	514,900		569,801
12/1/2031			48,667	48,667		0
10.1 6/1/2032	475,000	2.780%	48,667	523,667		572,335
12/1/2032			42,065	42,065		0
11.1 6/1/2033	490,000	3.000%	42,065	532,065		574,130
12/1/2033			34,715	34,715		0
12.1 6/1/2034	505,000	3.130%	34,715	539,715		574,430
12/1/2034			26,812	26,812		0
13.1 6/1/2035	520,000	3.200%	26,812	546,812		573,623
12/1/2035			18,492	18,492		0
14.1 6/1/2036	535,000	3.230%	18,492	553,492		571,983
12/1/2036			9,851	9,851		0
15.1 6/1/2037	555,000	3.550%	9,851	564,851		574,703
12/1/2037			0	0		0
16.1 6/1/2038		3.620%	0	0		0
12/1/2038			0	0		0
17.1 6/1/2039		3.640%	0	0		0
12/1/2039			0	0		0
18.1 6/1/2040		3.660%	0	0		0
12/1/2040			0	0		0
19.1 6/1/2041		3.680%	0	0		0
12/1/2041						
20.1 6/1/2042						
	-----	-----	-----	-----	-----	-----
	6,955,000		1,745,345	8,700,345		8,700,345
Scale : 03-15-2022 Aaa MMD + Aa2/NonBQ Ann App pricing + 50 bps timing						

City of Grimes, Iowa

EXHIBIT 4

Proposed General Obligation Corporate Purpose Bonds, Series 2023A (FY2024 CIP)

			CIP (50% D/S and 50% TIF)					
SOURCES & USES			DEBT SERVICE SCHEDULE					
SOURCES							Debt Service	Annual Debt Service
			Date	Principal	Coupon	Interest		
Par Amount of Bonds	11,340,000.00		12/1/2023			217,952	217,952	0
Accrued Interest	0.00		6/1/2024	535,000	2.310%	186,816	721,816	939,768
Premium/Discount	0.00	1.1	12/1/2024			180,637	180,637	0
			6/1/2025	630,000	2.630%	180,637	810,637	991,274
Total Sources	11,340,000.00	2.1	12/1/2025			172,352	172,352	0
			6/1/2026	645,000	2.740%	172,352	817,352	989,705
		3.1	12/1/2026			163,516	163,516	0
			6/1/2027	665,000	2.850%	163,516	828,516	992,032
Deposit to Construction Account	11,130,000.00	4.1	12/1/2027			154,040	154,040	0
Debt Service Reserve Fund			6/1/2028	685,000	2.960%	154,040	839,040	993,079
Capitalized Interest Account	0.00	5.1	12/1/2028			143,902	143,902	0
Municipal Bond Insurance	0.00		6/1/2029	705,000	3.050%	143,902	848,902	992,803
Underwriters' Discount (\$12.00 per bond)	136,080.00	6.1	12/1/2029			133,150	133,150	0
Costs of Issuance	70,500.00		6/1/2030	725,000	3.160%	133,150	858,150	991,301
Accrued Interest	0.00	7.1	12/1/2030			121,695	121,695	0
Rounding Amount	3,420.00		6/1/2031	750,000	3.220%	121,695	871,695	993,391
		8.1	12/1/2031			109,620	109,620	0
Total Uses	11,340,000.00	9.1	6/1/2032	770,000	3.260%	109,620	879,620	989,241
			12/1/2032			97,069	97,069	0
		10.1	6/1/2033	795,000	3.330%	97,069	892,069	989,139
			12/1/2033			83,833	83,833	0
			6/1/2034	825,000	3.550%	83,833	908,833	992,665
Dated Date	5/1/2023	11.1	12/1/2034			69,189	69,189	0
Delivery Date	5/1/2023		6/1/2035	855,000	3.680%	69,189	924,189	993,378
First Interest Date	12/1/2023	12.1	12/1/2035			53,457	53,457	0
			6/1/2036	885,000	3.750%	53,457	938,457	991,914
		13.1	12/1/2036			36,863	36,863	0
			6/1/2037	920,000	3.780%	36,863	956,863	993,726
		14.1	12/1/2037			19,475	19,475	0
Arbitrage Yield	3.49782%		6/1/2038	950,000	4.100%	19,475	969,475	988,950
TIC	3.66425%	15.1	12/1/2038			0	0	0
AIC	3.75160%		6/1/2039		4.170%	0	0	0
Average Life	8.72 Years	16.1	12/1/2039			0	0	0
			6/1/2040		4.190%	0	0	0
		17.1	12/1/2040			0	0	0
			6/1/2041		4.210%	0	0	0
		18.1	12/1/2041			0	0	0
			6/1/2042		4.230%	0	0	0
		19.1	12/1/2042					
			6/1/2043					
		20.1						
				11,340,000		3,482,362	14,822,362	14,822,362
			Scale : 03-15-2022 Aaa MMD + Aa2/NonBQ pricing + 105 bps timing					

EXHIBIT 5

GrimesPlex (100% TIF)

Date	Principal	Coupon	Interest	Debt Service	Capitalized Interest	Annual Debt Service
12/1/2023			183,296	183,296	(183,296)	0
6/1/2024	0	2.310%	157,111	157,111	(157,111)	0
12/1/2024			157,111	157,111	(157,111)	0
6/1/2025	0	2.630%	157,111	157,111		157,111
12/1/2025			157,111	157,111		0
6/1/2026	390,000	2.740%	157,111	547,111		704,223
12/1/2026			151,768	151,768		0
6/1/2027	400,000	2.850%	151,768	551,768		703,537
12/1/2027			146,068	146,068		0
6/1/2028	410,000	2.960%	146,068	556,068		702,137
12/1/2028			140,000	140,000		0
6/1/2029	425,000	3.050%	140,000	565,000		705,001
12/1/2029			133,519	133,519		0
6/1/2030	435,000	3.160%	133,519	568,519		702,038
12/1/2030			126,646	126,646		0
6/1/2031	450,000	3.220%	126,646	576,646		703,292
12/1/2031			119,401	119,401		0
6/1/2032	465,000	3.260%	119,401	584,401		703,802
12/1/2032			111,822	111,822		0
6/1/2033	480,000	3.330%	111,822	591,822		703,643
12/1/2033			103,830	103,830		0
6/1/2034	495,000	3.550%	103,830	598,830		702,659
12/1/2034			95,043	95,043		0
6/1/2035	515,000	3.680%	95,043	610,043		705,087
12/1/2035			85,567	85,567		0
6/1/2036	535,000	3.750%	85,567	620,567		706,135
12/1/2036			75,536	75,536		0
6/1/2037	550,000	3.780%	75,536	625,536		701,072
12/1/2037			65,141	65,141		0
6/1/2038	575,000	4.100%	65,141	640,141		705,282
12/1/2038			53,354	53,354		0
6/1/2039	595,000	4.170%	53,354	648,354		701,707
12/1/2039			40,948	40,948		0
6/1/2040	620,000	4.190%	40,948	660,948		701,896
12/1/2040			27,959	27,959		0
6/1/2041	650,000	4.210%	27,959	677,959		705,918
12/1/2041			14,276	14,276		0
6/1/2042	675,000	4.230%	14,276	689,276		703,553
12/1/2042						
6/1/2043						
	8,665,000		3,950,608	12,615,608	(497,519)	12,118,089
Scale : 03-15-2022 Aaa MMD + Aa2/NonBQ pricing + 105 bps timing						

City of Grimes, Iowa

EXHIBIT 6

Proposed General Obligation Corporate Purpose Bonds, Series 2024A (FY2025 CIP)

			CIP (50% D/S and 50% TIF)					
SOURCES & USES			DEBT SERVICE SCHEDULE					
SOURCES								
			Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
Par Amount of Bonds	16,390,000.00							
Accrued Interest	0.00							
Premium/Discount	0.00		12/1/2024			351,763	351,763	0
	-----	1.1	6/1/2025	775,000	2.510%	301,511	1,076,511	1,428,274
Total Sources	16,390,000.00		12/1/2025			291,785	291,785	0
		2.1	6/1/2026	695,000	2.830%	291,785	986,785	1,278,570
			12/1/2026			281,951	281,951	0
USES		3.1	6/1/2027	715,000	2.940%	281,951	996,951	1,278,901
			12/1/2027			271,440	271,440	0
Deposit to Construction Account	16,150,000.00	4.1	6/1/2028	735,000	3.050%	271,440	1,006,440	1,277,880
Debt Service Reserve Fund			12/1/2028			260,231	260,231	0
Capitalized Interest Account	0.00	5.1	6/1/2029	760,000	3.160%	260,231	1,020,231	1,280,463
Municipal Bond Insurance	0.00		12/1/2029			248,223	248,223	0
Underwriters' Discount (\$10.00 per bond)	163,900.00	6.1	6/1/2030	785,000	3.250%	248,223	1,033,223	1,281,447
Costs of Issuance	72,500.00		12/1/2030			235,467	235,467	0
Accrued Interest	0.00	7.1	6/1/2031	810,000	3.360%	235,467	1,045,467	1,280,934
Rounding Amount	3,600.00		12/1/2031			221,859	221,859	0
	-----	8.1	6/1/2032	835,000	3.420%	221,859	1,056,859	1,278,718
Total Uses	16,390,000.00		12/1/2032			207,581	207,581	0
		9.1	6/1/2033	865,000	3.460%	207,581	1,072,581	1,280,161
			12/1/2033			192,616	192,616	0
ASSUMPTIONS		10.1	6/1/2034	895,000	3.530%	192,616	1,087,616	1,280,232
			12/1/2034			176,819	176,819	0
Dated Date	5/1/2024	11.1	6/1/2035	925,000	3.750%	176,819	1,101,819	1,278,639
Delivery Date	5/1/2024		12/1/2035			159,476	159,476	0
First Interest Date	12/1/2024	12.1	6/1/2036	960,000	3.880%	159,476	1,119,476	1,278,951
			12/1/2036			140,852	140,852	0
		13.1	6/1/2037	995,000	3.950%	140,852	1,135,852	1,276,703
YIELD CALCULATIONS			12/1/2037			121,200	121,200	0
		14.1	6/1/2038	1,035,000	3.980%	121,200	1,156,200	1,277,401
Arbitrage Yield	3.92198%		12/1/2038			100,604	100,604	0
TIC	4.04434%	15.1	6/1/2039	1,080,000	4.300%	100,604	1,180,604	1,281,208
AIC	4.09904%		12/1/2039			77,384	77,384	0
Average Life	10.47 Years	16.1	6/1/2040	1,125,000	4.370%	77,384	1,202,384	1,279,768
			12/1/2040			52,803	52,803	0
		17.1	6/1/2041	1,175,000	4.390%	52,803	1,227,803	1,280,605
			12/1/2041			27,011	27,011	0
FY 2024-25 Projects Financed:		18.1	6/1/2042	1,225,000	4.410%	27,011	1,252,011	1,279,023
Streets, Traffic Signals, Patching, etc.	\$8,900,000		12/1/2042			0	0	0
Parks, Splashpad, Sports Complx Light, etc.	1,550,000	19.1	6/1/2043		4.430%	0	0	0
Trails	0		12/1/2043					
Water Main Replacement	200,000	20.1	6/1/2044					
Sanitary Sewer	700,000							
Stormwater	0							
City Facilities & Other	300,000			16,390,000		6,787,874	23,177,874	23,177,874
Equipment	0							
Fire Station	4,500,000							
	\$16,150,000							
			Scale :	03-15-2022 Aaa MMD + Aa2/NonBQ pricing + 125 bps timing				

City of Grimes, Iowa

EXHIBIT 7

Proposed General Obligation Corporate Purpose Bonds, Series 2025A (FY2026 CIP)

			CIP (50% D/S and 50% TIF)					
SOURCES & USES			DEBT SERVICE SCHEDULE					
SOURCES							Debt	Annual
			Date	Principal	Coupon	Interest	Service	Debt Service
Par Amount of Bonds	10,175,000.00							
Accrued Interest	0.00							
Premium/Discount	0.00		12/1/2025			210,758	210,758	0
	-----	1.1	6/1/2026	955,000	2.610%	180,650	1,135,650	1,346,408
Total Sources	10,175,000.00		12/1/2026			168,187	168,187	0
		2.1	6/1/2027	525,000	2.930%	168,187	693,187	861,375
			12/1/2027			160,496	160,496	0
USES		3.1	6/1/2028	545,000	3.040%	160,496	705,496	865,992
			12/1/2028			152,212	152,212	0
Deposit to Construction Account	10,000,000.00	4.1	6/1/2029	560,000	3.150%	152,212	712,212	864,424
Debt Service Reserve Fund			12/1/2029			143,392	143,392	0
Capitalized Interest Account	0.00	5.1	6/1/2030	575,000	3.260%	143,392	718,392	861,784
Municipal Bond Insurance	0.00		12/1/2030			134,020	134,020	0
Underwriters' Discount (\$10.00 per bond)	101,750.00	6.1	6/1/2031	595,000	3.350%	134,020	729,020	863,039
Costs of Issuance	70,500.00		12/1/2031			124,053	124,053	0
Accrued Interest	0.00	7.1	6/1/2032	615,000	3.460%	124,053	739,053	863,107
Rounding Amount	2,750.00		12/1/2032			113,414	113,414	0
	-----	8.1	6/1/2033	635,000	3.520%	113,414	748,414	861,828
Total Uses	10,175,000.00		12/1/2033			102,238	102,238	0
		9.1	6/1/2034	660,000	3.560%	102,238	762,238	864,476
			12/1/2034			90,490	90,490	0
ASSUMPTIONS		10.1	6/1/2035	685,000	3.630%	90,490	775,490	865,980
			12/1/2035			78,057	78,057	0
Dated Date	5/1/2025	11.1	6/1/2036	705,000	3.850%	78,057	783,057	861,114
Delivery Date	5/1/2025		12/1/2036			64,486	64,486	0
First Interest Date	12/1/2025	12.1	6/1/2037	735,000	3.980%	64,486	799,486	863,972
			12/1/2037			49,859	49,859	0
		13.1	6/1/2038	765,000	4.050%	49,859	814,859	864,719
YIELD CALCULATIONS			12/1/2038			34,368	34,368	0
		14.1	6/1/2039	795,000	4.080%	34,368	829,368	863,736
Arbitrage Yield	3.79074%		12/1/2039			18,150	18,150	0
TIC	3.93680%	15.1	6/1/2040	825,000	4.400%	18,150	843,150	861,300
AIC	4.03928%		12/1/2040			0	0	0
Average Life	8.39 Years	16.1	6/1/2041		4.470%	0	0	0
			12/1/2041			0	0	0
		17.1	6/1/2042		4.490%	0	0	0
			12/1/2042			0	0	0
FY 2025-26 Projects Financed:		18.1	6/1/2043		4.510%	0	0	0
Streets, Traffic Signals, Patching, etc.	\$8,300,000		12/1/2043			0	0	0
Parks, Splashpad, Sports Complx Light, etc.	600,000	19.1	6/1/2044		4.530%	0	0	0
Trails	0		12/1/2044					
Water Main Replacement	200,000	20.1	6/1/2045					
Sanitary Sewer	600,000							
Stormwater	0							
City Facilities & Other	300,000							
Equipment	0							
	\$10,000,000			10,175,000		3,258,251	13,433,251	13,433,251
			Scale : 03-15-2022 Aaa MMD + Aa2/NonBQ pricing + 135 bps timing					

City of Grimes, Iowa

EXHIBIT 8

Proposed General Obligation Corporate Purpose Bonds, Series 2026A (FY2027 CIP)

				CIP (50% D/S and 50% TIF)					
SOURCES & USES				DEBT SERVICE SCHEDULE					
SOURCES								Debt Service	Annual Debt Service
				Date	Principal	Coupon	Interest		
Par Amount of Bonds	11,590,000.00			12/1/2026			270,162	270,162	0
Accrued Interest	0.00			6/1/2027	955,000	3.030%	231,567	1,186,567	1,456,729
Premium/Discount	0.00			12/1/2027			217,099	217,099	0
Total Sources	11,590,000.00	1.1		6/1/2028	425,000	3.140%	217,099	642,099	859,198
		2.1		12/1/2028			210,426	210,426	0
USES		3.1		6/1/2029	440,000	3.250%	210,426	650,426	860,853
				12/1/2029			203,276	203,276	0
Deposit to Construction Account	11,400,000.00	4.1		6/1/2030	455,000	3.360%	203,276	658,276	861,553
Debt Service Reserve Fund				12/1/2030			195,632	195,632	0
Capitalized Interest Account	0.00	5.1		6/1/2031	470,000	3.450%	195,632	665,632	861,265
Municipal Bond Insurance	0.00			12/1/2031			187,525	187,525	0
Underwriters' Discount (\$10.00 per bond)	115,900.00	6.1		6/1/2032	485,000	3.560%	187,525	672,525	860,050
Costs of Issuance	70,500.00			12/1/2032			178,892	178,892	0
Accrued Interest	0.00	7.1		6/1/2033	505,000	3.620%	178,892	683,892	862,784
Rounding Amount	3,600.00			12/1/2033			169,751	169,751	0
Total Uses	11,590,000.00	8.1		6/1/2034	520,000	3.660%	169,751	689,751	859,503
				12/1/2034			160,235	160,235	0
ASSUMPTIONS		9.1		6/1/2035	540,000	3.730%	160,235	700,235	860,471
				12/1/2035			150,164	150,164	0
Dated Date	5/1/2026	10.1		6/1/2036	560,000	3.950%	150,164	710,164	860,329
Delivery Date	5/1/2026			12/1/2036			139,104	139,104	0
First Interest Date	12/1/2026	11.1		6/1/2037	580,000	4.080%	139,104	719,104	858,209
				12/1/2037			127,272	127,272	0
		12.1		6/1/2038	605,000	4.150%	127,272	732,272	859,545
				12/1/2038			114,719	114,719	0
		13.1		6/1/2039	630,000	4.180%	114,719	744,719	859,437
				12/1/2039			101,552	101,552	0
		14.1		6/1/2040	660,000	4.500%	101,552	761,552	863,103
Arbitrage Yield	4.25482%			12/1/2040			86,702	86,702	0
TIC	4.37798%	15.1		6/1/2041	685,000	4.570%	86,702	771,702	858,403
AIC	4.45382%			12/1/2041			71,049	71,049	0
Average Life	10.76 Years	16.1		6/1/2042	720,000	4.590%	71,049	791,049	862,099
				12/1/2042			54,525	54,525	0
		17.1		6/1/2043	750,000	4.610%	54,525	804,525	859,051
				12/1/2043			37,238	37,238	0
FY 2026-27 Projects Financed:		18.1		6/1/2044	785,000	4.630%	37,238	822,238	859,476
Streets, Traffic Signals, Patching, etc.	\$9,500,000			12/1/2044			19,065	19,065	0
Parks, Splashpad, Sports Complx Light, etc.	650,000	19.1		6/1/2045	820,000	4.650%	19,065	839,065	858,130
Trails	0			12/1/2045					
Water Main Replacement	200,000	20.1		6/1/2046					
Sanitary Sewer	600,000								
Stormwater	0								
City Facilities & Other	450,000								
Equipment	0								
	\$11,400,000				11,590,000		5,350,181	16,940,181	16,940,181
				Scale :	03-15-2022 Aaa MMD + Aa2/NonBQ pricing + 145 bps timing				

City of Grimes, Iowa

EXHIBIT 9

Proposed General Obligation Corporate Purpose Bonds, Series 2027A (FY2028 CIP)

			CIP (50% D/S and 50% TIF)					
SOURCES & USES			DEBT SERVICE SCHEDULE					
SOURCES								
			Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
Par Amount of Bonds	18,495,000.00							
Accrued Interest	0.00							
Premium/Discount	0.00		12/1/2027			435,120	435,120	0
	-----	1.1	6/1/2028	925,000	2.810%	372,960	1,297,960	1,733,080
Total Sources	18,495,000.00		12/1/2028			359,964	359,964	0
		2.1	6/1/2029	705,000	3.130%	359,964	1,064,964	1,424,928
			12/1/2029			348,931	348,931	0
		3.1	6/1/2030	725,000	3.240%	348,931	1,073,931	1,422,861
			12/1/2030			337,186	337,186	0
Deposit to Construction Account	18,200,000.00		6/1/2031	750,000	3.350%	337,186	1,087,186	1,424,371
Debt Service Reserve Fund		4.1	12/1/2031			324,623	324,623	0
Capitalized Interest Account	0.00		6/1/2032	775,000	3.460%	324,623	1,099,623	1,424,246
Municipal Bond Insurance	0.00	5.1	12/1/2032			311,216	311,216	0
Underwriters' Discount (\$12.00 per bond)	221,940.00		6/1/2033	800,000	3.550%	311,216	1,111,216	1,422,431
Costs of Issuance	72,500.00	6.1	12/1/2033			297,016	297,016	0
Accrued Interest	0.00		6/1/2034	830,000	3.660%	297,016	1,127,016	1,424,031
Rounding Amount	560.00	7.1	12/1/2034			281,827	281,827	0
	-----		6/1/2035	860,000	3.720%	281,827	1,141,827	1,423,653
Total Uses	18,495,000.00	8.1	12/1/2035			265,831	265,831	0
		9.1	6/1/2036	895,000	3.760%	265,831	1,160,831	1,426,661
			12/1/2036			249,005	249,005	0
		10.1	6/1/2037	925,000	3.830%	249,005	1,174,005	1,423,009
			12/1/2037			231,291	231,291	0
		11.1	6/1/2038	960,000	4.050%	231,291	1,191,291	1,422,582
			12/1/2038			211,851	211,851	0
		12.1	6/1/2039	1,000,000	4.180%	211,851	1,211,851	1,423,702
			12/1/2039			190,951	190,951	0
		13.1	6/1/2040	1,040,000	4.250%	190,951	1,230,951	1,421,902
			12/1/2040			168,851	168,851	0
		14.1	6/1/2041	1,085,000	4.280%	168,851	1,253,851	1,422,702
			12/1/2041			145,632	145,632	0
		15.1	6/1/2042	1,135,000	4.600%	145,632	1,280,632	1,426,264
			12/1/2042			119,527	119,527	0
		16.1	6/1/2043	1,185,000	4.670%	119,527	1,304,527	1,424,054
			12/1/2043			91,857	91,857	0
		17.1	6/1/2044	1,240,000	4.690%	91,857	1,331,857	1,423,714
			12/1/2044			62,779	62,779	0
		18.1	6/1/2045	1,300,000	4.710%	62,779	1,362,779	1,425,558
			12/1/2045			32,164	32,164	0
		19.1	6/1/2046	1,360,000	4.730%	32,164	1,392,164	1,424,328
			12/1/2046					
		20.1	6/1/2047					
				-----		-----	-----	-----
				18,495,000		8,869,074	27,364,074	27,364,074
			Scale : 03-15-2022 MMD + Aa2/NonBQ pricing + 155 bps timing					
FY 2027-28+ Projects Financed:								
Streets, Traffic Signals, Patching, etc.	\$16,400,000	17.1						
Parks, Splashpad, Sports Complx Light, etc.	700,000		12/1/2044			62,779	62,779	0
Trails	0	18.1	6/1/2045	1,300,000	4.710%	62,779	1,362,779	1,425,558
Water Main Replacement	200,000		12/1/2045			32,164	32,164	0
Sanitary Sewer	600,000	19.1	6/1/2046	1,360,000	4.730%	32,164	1,392,164	1,424,328
Stormwater	0		12/1/2046					
City Facilities & Other	300,000	20.1	6/1/2047					
Equipment	0							
	\$18,200,000							

City of Grimes, Iowa

EXHIBIT 10

Proposed General Obligation Corporate Purpose Bonds, Series 2028A+ (FY2029+ CIP)

FUTURE DEBT

SOURCES & USES	
SOURCES	
Par Amount of Bonds	10,175,000.00
Accrued Interest	0.00
Premium/Discount	0.00

Total Sources	10,175,000.00
USES	
Deposit to Construction Account	10,000,000.00
Debt Service Reserve Fund	
Capitalized Interest Account	0.00
Municipal Bond Insurance	0.00
Underwriters' Discount (\$10.00 per bond)	101,750.00
Costs of Issuance	70,500.00
Accrued Interest	0.00
Rounding Amount	2,750.00

Total Uses	10,175,000.00
ASSUMPTIONS	
Dated Date	5/1/2028
Delivery Date	5/1/2028
First Interest Date	12/1/2028
YIELD CALCULATIONS	
Arbitrage Yield	4.10111%
TIC	4.24322%
AIC	4.34289%
Average Life	8.78 Years
FY 2027-28+ Projects Financed:	
Streets, Traffic Signals, Patching, etc.	\$5,700,000
Parks, Splashpad, Sports Complx Light, etc.	700,000
Trails	2,500,000
Water Main Replacement	200,000
Sanitary Sewer	600,000
Stormwater	0
City Facilities & Other	300,000
Equipment	0

	\$10,000,000

CIP (50% D/S and 50% TIF)						
DEBT SERVICE SCHEDULE						
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service	
12/1/2028			231,458	231,458		0
1.1 6/1/2029	525,000	2.910%	198,392	723,392		954,850
12/1/2029			190,754	190,754		0
2.1 6/1/2030	540,000	3.230%	190,754	730,754		921,507
12/1/2030			182,033	182,033		0
3.1 6/1/2031	560,000	3.340%	182,033	742,033		924,065
12/1/2031			172,681	172,681		0
4.1 6/1/2032	575,000	3.450%	172,681	747,681		920,361
12/1/2032			162,762	162,762		0
5.1 6/1/2033	595,000	3.560%	162,762	757,762		920,524
12/1/2033			152,171	152,171		0
6.1 6/1/2034	615,000	3.650%	152,171	767,171		919,342
12/1/2034			140,947	140,947		0
7.1 6/1/2035	640,000	3.760%	140,947	780,947		921,894
12/1/2035			128,915	128,915		0
8.1 6/1/2036	665,000	3.820%	128,915	793,915		922,830
12/1/2036			116,214	116,214		0
9.1 6/1/2037	690,000	3.860%	116,214	806,214		922,427
12/1/2037			102,897	102,897		0
10.1 6/1/2038	715,000	3.930%	102,897	817,897		920,793
12/1/2038			88,847	88,847		0
11.1 6/1/2039	745,000	4.150%	88,847	833,847		922,694
12/1/2039			73,388	73,388		0
12.1 6/1/2040	775,000	4.280%	73,388	848,388		921,776
12/1/2040			56,803	56,803		0
13.1 6/1/2041	810,000	4.350%	56,803	866,803		923,606
12/1/2041			39,186	39,186		0
14.1 6/1/2042	845,000	4.380%	39,186	884,186		923,371
12/1/2042			20,680	20,680		0
15.1 6/1/2043	880,000	4.700%	20,680	900,680		921,360
12/1/2043			0	0		0
16.1 6/1/2044		4.770%	0	0		0
12/1/2044			0	0		0
17.1 6/1/2045		4.790%	0	0		0
12/1/2045			0	0		0
18.1 6/1/2046		4.810%	0	0		0
12/1/2046			0	0		0
19.1 6/1/2047		4.830%	0	0		0
12/1/2047						
20.1 6/1/2048						
	-----	-----	-----	-----	-----	-----
	10,175,000		3,686,398	13,861,398		13,861,398
Scale : 03-15-2022 Aaa MMD + Aa2/NonBQ pricing + 165 bps timing						

City of Grimes, Iowa

Tax Increment Financing Cashflow Projection

EXHIBIT 11

Tax Increment Financing Cashflow Projection					CIP +														
					CIP	Firestation	CIP	CIP	CIP	CIP	CIP								
Fiscal Year	Net TIF	City		Existing															
Ending	Increment	TIF Incmt	Other	GO Bonds	GO	GO	GO	GO	GO	GO	GO	GO	Developer			Annual	Total		
June 30	Certified	Revenues	Income	Debt	Bonds	Bonds	Bonds	Bonds	Bonds	Bonds	Bonds	Bonds	Agreements	Misc	Uses	Surplus /	Ending		
				Service	2022B	2023A	2024A	2025A	2026A	2027A	2028A+					(Deficit)	Cash		
2018	82,915,386	2,826,389	28,908	2,855,297	1,268,765								234,539	342,136	1,845,440	1,009,857	1,138,083		
2019	67,021,280	2,241,233	46,064	2,287,297	1,165,000								338,818	20,904	1,524,721	762,575	1,900,658		
2020	63,372,525	2,053,618	(47,419)	2,006,199	1,554,892								1,352,601	0	2,907,493	(901,294)	999,364		
2021	120,537,987	3,719,880	48,358	3,768,238	1,801,768								2,115,190		3,916,958	(148,720)	850,644		
2022	169,944,895	5,241,696		5,241,696	2,088,365								3,437,818		5,526,183	(284,487)	566,157		
2023	219,900,000	6,772,510		6,772,510	2,417,140	0							4,378,027		6,795,167	(22,657)	543,500		
2024	380,000,000	11,678,584		11,678,584	2,302,521	0	0						9,487,967		11,790,489	(111,904)	431,596		
2025	390,000,000	11,985,022		11,985,022	1,942,084	78,556	495,637	0					9,614,806		12,131,082	(146,060)	285,536		
2026	390,000,000	11,985,022		11,985,022	1,903,459	352,111	494,852	639,285	0				8,842,323		12,232,030	(247,007)	38,529		
2027	410,000,000	12,597,899		12,597,899	2,020,559	351,768	496,016	639,451	430,687	0			8,584,908		12,523,388	74,510	113,039		
2028	410,000,000	12,597,899		12,597,899	2,000,311	351,068	496,540	638,940	432,996	429,599	0		5,336,586		9,686,040	2,911,859	3,024,898		
2029	410,000,000	12,597,899		12,597,899	1,958,705	352,500	496,402	640,231	432,212	430,426	712,464	954,850	2,818,586		8,796,376	3,801,523	6,826,420		
2030	410,000,000	12,597,899		12,597,899	1,942,030	351,019	495,650	640,723	430,892	430,776	711,431	1,415,603	2,818,586		9,236,711	3,361,188	10,187,608		
2031	410,000,000	12,597,899		12,597,899	1,948,358	351,646	496,695	640,467	431,520	430,632	712,186	1,877,636	2,818,586		9,707,726	2,890,173	13,077,781		
2032	410,000,000	12,597,899		12,597,899	1,795,771	351,901	494,620	639,359	431,553	430,025	712,123	2,337,816	2,818,586		10,011,754	2,586,144	15,663,925		
2033	410,000,000	12,597,899		12,597,899	1,623,191	351,822	494,569	640,081	430,914	431,392	711,216	2,798,078	2,818,586		10,299,847	2,298,051	17,961,977		
2034	410,000,000	12,597,899		12,597,899	951,825	351,330	496,333	640,116	432,238	429,751	712,016	3,257,749	2,818,586		10,089,942	2,507,956	20,469,933		
2035	410,000,000	12,597,899		12,597,899	954,813	352,543	496,689	639,319	432,990	430,235	711,827	3,718,696	2,541,333		10,278,444	2,319,454	22,789,387		
2036	410,000,000	12,597,899		12,597,899	364,650	353,067	495,957	639,476	430,557	430,164	713,331	4,180,111	2,124,667		9,731,979	2,865,920	25,655,307		
2037	410,000,000	12,597,899		12,597,899	0	350,536	496,863	638,352	431,986	429,104	711,505	3,686,475	1,737,667		8,482,486	4,115,412	29,770,719		
2038	410,000,000	12,597,899		12,597,899	0	352,641	494,475	638,700	432,359	429,772	711,291	3,686,118	1,737,667		8,483,023	4,114,876	33,885,595		

City of Grimes, Iowa

Summary of Local Option Sales Tax Receipts Cashflow

EXHIBIT 12

Growth Rate:	1.00%
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\$4,595,000 \$5,100,000 <= Par Amount

50% \$4,500,000 \$5,000,000 <= Projects

Fiscal Year	City LOSST Revenues	Misc. Revenues	Total Revenue	Property Tax Reduction Gen Fund	Library GO 2021B	Fire Station GO 2024B	Trails GO 2026B	Pay-Go Projects	Other Expenses	Total Expenses	Surplus/ (Deficit)	<u>LOST</u> Ending Balance
2019 - 2020	424,404	1,381	425,785	0				0	0	0	425,785	425,785
2020 - 2021	1,387,608	13,079	1,400,687	(904,000)	0	0	0	0	0	(904,000)	496,687	922,472
2021 - 2022	2,682,877	0	2,682,877	(1,341,438)	(237,103)	0	0	0	0	(1,578,542)	1,104,335	2,026,807
2022 - 2023	2,709,705	0	2,709,705	(1,354,853)	(253,150)	0	0	(250,000)	0	(1,858,003)	851,703	2,878,510
2023 - 2024	2,736,802	0	2,736,802	(1,368,401)	(256,150)	0	0	(250,000)	0	(1,874,551)	862,251	3,740,761
2024 - 2025	2,764,170	0	2,764,170	(1,382,085)	(253,650)	(355,960)	0	(250,000)	0	(2,241,695)	522,475	4,263,236
2025 - 2026	2,791,812	0	2,791,812	(1,395,906)	(255,900)	(343,267)	0	0	0	(1,995,073)	796,740	5,059,976
2026 - 2027	2,819,730	0	2,819,730	(1,409,865)	(252,650)	(343,401)	(349,863)	0	0	(2,355,779)	463,951	5,523,927
2027 - 2028	2,847,927	0	2,847,927	(1,423,964)	(254,150)	(343,195)	(383,958)	0	0	(2,405,266)	442,661	5,966,588
2028 - 2029	2,876,407	0	2,876,407	(1,438,203)	(255,150)	(342,638)	(383,352)	0	0	(2,419,343)	457,064	6,423,652
2029 - 2030	2,905,171	0	2,905,171	(1,452,585)	(255,650)	(341,718)	(382,386)	0	0	(2,432,339)	472,832	6,896,484
2030 - 2031	2,934,223	0	2,934,223	(1,467,111)	(252,650)	(345,465)	(381,049)	0	0	(2,446,275)	487,948	7,384,431
2031 - 2032	2,963,565	0	2,963,565	(1,481,782)	(256,500)	(343,671)	(384,329)	0	0	(2,466,282)	497,283	7,881,714
2032 - 2033	2,993,200	0	2,993,200	(1,496,600)	(252,200)	(341,587)	(382,084)	0	0	(2,472,471)	520,730	8,402,444
2033 - 2034	3,023,132	0	3,023,132	(1,511,566)	(252,900)	(344,252)	(384,430)	0	0	(2,493,148)	529,985	8,932,429
2034 - 2035	3,053,364	0	3,053,364	(1,526,682)	(253,500)	(346,427)	(381,285)	0	0	(2,507,893)	545,471	9,477,900
2035 - 2036	3,083,897	0	3,083,897	(1,541,949)	(254,000)	(342,729)	(382,867)	0	0	(2,521,544)	562,353	10,040,253
2036 - 2037	3,114,736	0	3,114,736	(1,557,368)	(254,400)	(343,529)	(383,915)	0	0	(2,539,212)	575,525	10,615,777
2037 - 2038	3,145,884	0	3,145,884	(1,572,942)	(254,700)	(343,779)	(384,040)	0	0	(2,555,460)	590,423	11,206,201
2038 - 2039	3,177,343	0	3,177,343	(1,588,671)	(254,900)	(343,573)	(383,432)	0	0	(2,570,576)	606,767	11,812,968
2039 - 2040	3,209,116	0	3,209,116	(1,604,558)	(255,000)	(342,093)	(382,227)	0	0	(2,583,877)	625,238	12,438,206
2040 - 2041	3,241,207	0	3,241,207	(1,620,604)	0	(345,000)	(385,523)	0	0	(2,351,126)	890,081	13,328,287
2041 - 2042	3,273,619	0	3,273,619	(1,636,810)	0	(342,221)	(382,248)	0	0	(2,361,278)	912,342	14,240,629
2042 - 2043	3,306,355	0	3,306,355	(1,653,178)	0	(343,959)	(383,309)	0	0	(2,380,446)	925,910	15,166,538
2043 - 2044	3,339,419	0	3,339,419	(1,669,709)	0	0	(383,621)	0	0	(2,053,330)	1,286,088	16,452,627

Vote Details

- 50% for property tax relief
- 50% for City projects (library, fire station, parks, trail improvements etc.)
- No sunset

City of Grimes, Iowa

Proposed General Obligation LOST Bonds, Series 2024B (Fire Station)

EXHIBIT 13

SOURCES & USES	
SOURCES	
Par Amount of Bonds	4,595,000.00
Accrued Interest	0.00
Premium/Discount	0.00
Total Sources	4,595,000.00
USES	
Deposit to Construction Account	4,500,000.00
Debt Service Reserve Fund	
Capitalized Interest Account	0.00
Municipal Bond Insurance	0.00
Underwriters' Discount (\$12.00 per bond)	55,140.00
Costs of Issuance	36,000.00
Accrued Interest	0.00
Rounding Amount	3,860.00
Total Uses	4,595,000.00
ASSUMPTIONS	
Dated Date	5/1/2024
Delivery Date	5/1/2024
First Interest Date	6/1/2025
YIELD CALCULATIONS	
Arbitrage Yield	3.77352%
TIC	3.91246%
AIC	4.00449%
Average Life	11.09 Years

FY 2023-24 Projects Financed:	
Fire Station (50% GO / 50% LOST)	\$4,500,000
Reserved	0
Reserved	0
Reserved	0
	\$4,500,000

Fire Station Funded by LOST					
DEBT SERVICE SCHEDULE					
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
6/1/2025	180,000	2.310%	175,960	355,960	355,960
12/1/2025			79,133	79,133	0
6/1/2026	185,000	2.630%	79,133	264,133	343,267
12/1/2026			76,701	76,701	0
6/1/2027	190,000	2.740%	76,701	266,701	343,401
12/1/2027			74,098	74,098	0
6/1/2028	195,000	2.850%	74,098	269,098	343,195
12/1/2028			71,319	71,319	0
6/1/2029	200,000	2.960%	71,319	271,319	342,638
12/1/2029			68,359	68,359	0
6/1/2030	205,000	3.050%	68,359	273,359	341,718
12/1/2030			65,233	65,233	0
6/1/2031	215,000	3.160%	65,233	280,233	345,465
12/1/2031			61,836	61,836	0
6/1/2032	220,000	3.220%	61,836	281,836	343,671
12/1/2032			58,294	58,294	0
6/1/2033	225,000	3.260%	58,294	283,294	341,587
12/1/2033			54,626	54,626	0
6/1/2034	235,000	3.330%	54,626	289,626	344,252
12/1/2034			50,713	50,713	0
6/1/2035	245,000	3.550%	50,713	295,713	346,427
12/1/2035			46,365	46,365	0
6/1/2036	250,000	3.680%	46,365	296,365	342,729
12/1/2036			41,765	41,765	0
6/1/2037	260,000	3.750%	41,765	301,765	343,529
12/1/2037			36,890	36,890	0
6/1/2038	270,000	3.780%	36,890	306,890	343,779
12/1/2038			31,787	31,787	0
6/1/2039	280,000	4.100%	31,787	311,787	343,573
12/1/2039			26,047	26,047	0
6/1/2040	290,000	4.170%	26,047	316,047	342,093
12/1/2040			20,000	20,000	0
6/1/2041	305,000	4.190%	20,000	325,000	345,000
12/1/2041			13,610	13,610	0
6/1/2042	315,000	4.210%	13,610	328,610	342,221
12/1/2042			6,980	6,980	0
6/1/2043	330,000	4.230%	6,980	336,980	343,959
12/1/2043			0	0	0
6/1/2044		4.250%	0	0	0
12/1/2044			0	0	0
			4,595,000	1,943,461	6,538,461
Scale : 03-15-2022 Aaa MMD + Aa2/NonBQ pricing + 105 bps timing					

City of Grimes, Iowa

Proposed General Obligation LOST Bonds, Series 2026B (Trails)

EXHIBIT 14

SOURCES & USES		
SOURCES		
Par Amount of Bonds	5,100,000.00	
Accrued Interest	0.00	
Premium/Discount	0.00	

Total Sources	5,100,000.00	
USES		
Deposit to Construction Account	5,000,000.00	
Debt Service Reserve Fund		
Capitalized Interest Account	0.00	
Municipal Bond Insurance	0.00	
Underwriters' Discount (\$12.00 per bond)	61,200.00	
Costs of Issuance	36,000.00	
Accrued Interest	0.00	
Rounding Amount	2,800.00	

Total Uses	5,100,000.00	
ASSUMPTIONS		
Dated Date	8/1/2026	
Delivery Date	8/1/2026	
First Interest Date	6/1/2027	
YIELD CALCULATIONS		
Arbitrage Yield	4.23770%	
TIC	4.37634%	
AIC	4.45904%	
Average Life	11.59 Years	

FY 2026 & FY 2027 Projects Financed:	
FY 2025-26 HWY 44 Trails	\$1,000,000
FY 2026-27 HWY 44 Trails	4,000,000
Reserved	0
Reserved	0

	\$5,000,000

HWY 44 Trails - Funded by LOST					
DEBT SERVICE SCHEDULE					
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
6/1/2027	180,000	2.710%	169,863	349,863	349,863
12/1/2027			99,479	99,479	0
6/1/2028	185,000	3.030%	99,479	284,479	383,958
12/1/2028			96,676	96,676	0
6/1/2029	190,000	3.140%	96,676	286,676	383,352
12/1/2029			93,693	93,693	0
6/1/2030	195,000	3.250%	93,693	288,693	382,386
12/1/2030			90,524	90,524	0
6/1/2031	200,000	3.360%	90,524	290,524	381,049
12/1/2031			87,164	87,164	0
6/1/2032	210,000	3.450%	87,164	297,164	384,329
12/1/2032			83,542	83,542	0
6/1/2033	215,000	3.560%	83,542	298,542	382,084
12/1/2033			79,715	79,715	0
6/1/2034	225,000	3.620%	79,715	304,715	384,430
12/1/2034			75,642	75,642	0
6/1/2035	230,000	3.660%	75,642	305,642	381,285
12/1/2035			71,433	71,433	0
6/1/2036	240,000	3.730%	71,433	311,433	382,867
12/1/2036			66,957	66,957	0
6/1/2037	250,000	3.950%	66,957	316,957	383,915
12/1/2037			62,020	62,020	0
6/1/2038	260,000	4.080%	62,020	322,020	384,040
12/1/2038			56,716	56,716	0
6/1/2039	270,000	4.150%	56,716	326,716	383,432
12/1/2039			51,113	51,113	0
6/1/2040	280,000	4.180%	51,113	331,113	382,227
12/1/2040			45,261	45,261	0
6/1/2041	295,000	4.500%	45,261	340,261	385,523
12/1/2041			38,624	38,624	0
6/1/2042	305,000	4.570%	38,624	343,624	382,248
12/1/2042			31,655	31,655	0
6/1/2043	320,000	4.590%	31,655	351,655	383,309
12/1/2043			24,311	24,311	0
6/1/2044	335,000	4.610%	24,311	359,311	383,621
12/1/2044			16,589	16,589	0
6/1/2045	350,000	4.630%	16,589	366,589	383,178
12/1/2045			8,486	8,486	0
6/1/2046	365,000	4.650%	8,486	373,486	381,973
12/1/2046			0	0	0
	5,100,000		2,529,061	7,629,061	7,629,061
Scale : 03-15-2022 Aaa MMD + Aa2/NonBQ pricing + 145 bps timing					

GRIMESPLEX DONTATION		
Construction Costs		
	Land	\$ -
	Site Development	\$ 8,378,474.00
	Turf Fields	\$ 9,638,893.00
	Design and Contingency	\$ 1,476,806.00
	Total	\$ 19,494,173.00
Donation		
	Capital Gift	\$ 12,000,000.00
	Land	\$ -
	Total	\$ 12,000,000.00
	Construction GAP	\$ 7,494,173.00
FFE Budget		
	Baseball/Softball	\$ 2,340,973.00
	Soccer	\$ 721,224.00
	Furniture and Fixtures	\$ 424,966.00
	Contingency	\$ 110,892.00
	Total	\$ 3,598,055.00
Operating Proforma		
	Annual Operating Revenue	\$ 1,158,501.00
	Annual Operating Expenses Not Covered by Park and Rec Budget	\$ 170,671.00
	Annual Net Revenue	\$ 987,830.00
Debt Service Schedule	Principal	\$ 8,000,000.00
	Cost of Issuance	\$ 540,000.00
	Total	\$ 8,540,000.00
	Annual Debt Service	\$ 652,245.00
Net Revenue Less Debt Service		\$ 335,585.00



HOPE DEVELOPMENT & REALTY
DEVELOPING TODAY FOR TOMORROW'S NEEDS

April 4, 2022

Hope Development & Realty
4500 Westown Pkwy, Suite 277
WDM, IA. 50266

City of Grimes
101 NE Harvey St
Grimes, IA 50111

Mayor Mikkelsen and City Council,

The Hope District featuring the Grimesplex is an exciting project and it represents a significant partnership between Hope Development & Realty and the City of Grimes.

I am proud to be able to donate the land and \$12 million for the City of Grimes to take over the construction and ownership of GrimesPlex. This isn't the first time I have given back to the community. In 2019 I donated 47 acres of land for the Dallas Center Grimes school district to build a new middle school.

The City of Grimes is best equipped to carry the GrimesPlex forward and construct a facility that will most accurately meet the community's needs. The Parks and Recreation Department provides expertise in recreation management that will help the City build this one-of-a-kind venue. With the City taking ownership now, Grimes residents will have greater opportunities to use the facility.

Hope Development is strongly positioned to make the Hope District a destination and it is important that we focus our attention on the commercial development. We are currently in the process of installing the necessary infrastructure such as roads, waterlines, storm and sanitary sewers. Further we have landed a number of development projects in the Hope District that include restaurants, hotels, entertainment, and support services.

I appreciate your consideration of my offer and look forward to continuing our partnership.

Sincerely,

Reza Kargarzadeh
President



PHONE: (515) 286-4960 | TOLL FREE: (800) 451-2625 | FAX: (515) 244-9757

400 Locust Street, Suite 265 | Des Moines, IA 50309 | catchdesmoines.com

March 29, 2022

The Honorable Mayor Scott Mikkelsen & Grimes City Council
City of Grimes
101 NE Harvey St
Grimes, IA 50111

Dear Mayor Mikkelsen & Grimes City Council,

Please consider this letter in support of the GrimesPlex project. Catch Des Moines is the Greater Des Moines region's expert in meetings, conventions, and events; working with our regional partners to bring events to our area, such as the NCAA DI Men's Basketball Tournament, LPGA Solheim Cup and IRONMAN (just to name a few). We believe the GrimesPlex facility will allow us to attract additional events, bringing more visitors and dollars to our local community.

Catch Des Moines supports the findings, and economic impact information, presented in the report completed by The Sports Facilities Companies (SFC). Our team has already been in contact with Brian Becker and the City of Grimes staff regarding possible national and regional event opportunities for the GrimesPlex facility.

One potential event that could be held at the GrimesPlex is the US Youth Soccer President's Cup. This national event rotates around the country and was recently held in the metro in 2021. According to our economic impact calculator, this one tournament—with 48 teams playing over four days—brought in over \$2 million in direct economic impact, and nearly \$4 million in total economic impact. This is just one event and there are many additional opportunities and events that exist. We would be happy to share more examples if you would like.

A sports complex of this size will provide Grimes and the entire community with opportunities to play and host tournaments of varying sizes. These tournaments will have a positive impact on hotels, restaurants, stores and businesses within and near Grimes. It will grow the visitor footprint within our community, ultimately enhancing the economic vitality of our region and state making it the best place to live, work and visit!

Thank you for the work you continue to do to move this project forward!

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Edwards".

Greg Edwards
President and CEO

A handwritten signature in black ink, appearing to read "Trina Flack".

Trina Flack
Vice President of Sales

CC: Jake Anderson, Brian Becker

April 4, 2022

The Honorable Mayor Scott Mikkelsen & Grimes City Council
City of Grimes
101 NE Harvey St
Grimes, IA 50111

Dear Mayor Mikkelsen & Grimes City Council,

Capital Crossroads enthusiastically supports the GrimesPlex project and the impact it will have on Central Iowa. The GrimesPlex represents a significant opportunity to contribute to our region's goals for economic development, talent attraction and retention, and improving community wellness.

Capital Crossroads is a bold but achievable vision pushing Central Iowans to dream big, not settle for good enough, think long term, and work together. Capital Crossroads is organized around ten Capitals, or focus areas, that continue to enhance the quality of life in Central Iowa.

The GrimesPlex would directly connect to and support the goals of Business Capital, Human Capital, Physical Capital, and Wellness Capital. This athletic complex will be a driver of economic development for Grimes and the region as a whole by attracting large events that bring visitors and new businesses to the region. The project also serves as another attractive amenity that will draw new residents to Central Iowa and help improve the quality of life for those who already call our region home. Additionally, the complex will promote wellness by providing an outlet for physical activity and recreation. These are just a few examples of the ways that the GrimesPlex supports Capital Crossroads' vision for our region's future.

Capital Crossroads fully supports this project and appreciates the work of all involved to make the GrimesPlex become a reality for Central Iowa.

Sincerely,



Britney Appelgate
Capital Crossroads Director





Development Services
410 SE Main Street, Suite 102
Grimes, IA 50111
Phone (515) 986-4050
Fax (515) 986-4480
www.grimesiowa.gov

May 31 2022

TO: Honorable Mayor and Grimes City Council

RE: Hope District and GrimesPlex Infrastructure Summary

The purpose of this letter is to provide summary level information regarding the infrastructure to support the Hope District and GrimesPlex.

Water – The water system in this area consists of an 8” and 12” water main connection between E 1st Street and NE Beaverbrook Boulevard along NE Gateway Drive and 8” water main distribution system to fill in the rest of this service area. The water main along NE Gateway was constructed with original phase of Heritage, and completed with the connection of NE Gateway to 1st Street/Highway 44. The sizing of the water mains follows the recommendations of the Water System Study performed by McClure Engineering.

Sanitary – During the rezoning of the Hope District, Civil Design Advantage (CDA) provided an analysis and design for the sanitary sewer to support this development. CDA examined the existing sanitary sewer collection system and laid out a proposed collection system that would provide service based off the proposed land use. In addition to this analysis, the City of Grimes has hired FOTH Engineering to complete a sanitary sewer system study. This study will examine all existing sewers within the City, and develop a plan to address system improvements across the entire City.

Storm – Civil Design Advantage also completed the design and analysis for the storm water system. A master plan for the overall area, including the storm sewer and storm water basin constructed with the NE Gateway Drive project, was submitted and reviewed by City Staff, as well as Nilles & Associates, who conducts storm water review for the City. CDA designed the proposed storm sewer collection system to meet the City of Grimes Storm Water Design Standards to manage the storm water flows through this area.

Streets – The City of Grimes hired Snyder & Associates to perform a Traffic Impact Study of the Hope Commercial area. This included an analysis of the adjacent major intersections providing access to the area and an internal look at the traffic flow within it. The study looked at the existing conditions and the future conditions based off the anticipated land uses. The results evaluated the transportation system improvement needs related to the planned development and laid out recommendations for proposed improvements and planning considerations to accommodate the increased traffic volumes projected for the GrimesPlex

area. The applicable recommendations for the Hope District and GrimesPlex were included the final construction drawings.

Highway 141/44 Corridor Study – In addition to the Traffic Impact Study for the Hope District/GrimesPlex, the City also is the process of completing corridor studies along Highway 141 and Highway 44. The intent of these studies is to evaluate the exiting traffic demands, model the future demands, and identify system improvements. These studies are in process, and will be completed in the fall of 2022. The recommended improvements outlined within the studies will then be evaluate and programmed as necessary into future capital planning budgets.

Highway 141/44 Signalization – In 2022, the signal at Highway 44 and the southbound ramp of Highway 141 was completed. This project was completed following a warrant study analysis. In addition to the signalization, addition turn lanes were included on the southbound ramp. Staff will continue to monitor the intersection and evaluate if further turning movements are necessary. Due to the State highway classification, all improvements must be first authorized through the Iowa DOT.

Overall Traffic Network – In 2020, the City of Grimes was awarded a grant through ICAP, to make improvements to the existing traffic signal network. Currently, the design is being completed, and staff expects to bid the project in 2022. The project will include a traffic signal fiber interconnect, traffic signal management software, existing cabinet and detection hardware upgrade. This project will allow the City to better manage the traffic signal system, and adjust the overall operation of the system. Doing so will allow for a better flow of traffic for those residing, and doing business within the City.

Should you have any questions on the above information related to the Hope District/GrimesPlex please contact me at mahrens@grimesiowa.gov or 515-986-4050.

Sincerely,



Matt Ahrens, PE
Grimes City Engineer

Field Rental Agreement

Master Soccer Tenant/Preferred Soccer Partner

This FIELD RENTAL AGREEMENT (this "Agreement") is made effective this 17th day of November, 2020 by and between Mid-Iowa Soccer Academy, LLC, an Iowa limited liability company, (d/b/a Sporting Iowa) whose address is 4685 Merle Hay Road, Suite 202
Des Moines, IA 50322, ("Master Soccer Tenant" or Preferred Soccer Partner") and Hope Development & Realty, LLC, an Iowa limited liability company, whose address is 4500 Westown Parkway, Suite 277, West Des Moines, Iowa 50266 ("Landlord").

RECITALS

- A. Landlord is developing and will own a 13 field turf field complex located at [Address] in Grimes, Iowa, a drawing of which is attached hereto as Exhibit A (the "Complex").
- B. Master Soccer Tenant is a regional soccer academy for youth soccer players and hosts soccer tournaments.
- C. Landlord and Master Soccer Tenant desire to enter into this Agreement to document the agreement between Landlord and Master Soccer Tenant whereby Landlord will lease certain turf fields at the Complex to Master Soccer Tenant.
- D. Landlord plans to enter into that certain Sports Complex Management Agreement (the "Management Agreement") with the City of Grimes, Iowa ("Manager"), which Management Agreement will address the use, operation, tournament scheduling, revenue sharing, management, and maintenance of the Complex. At a minimum, the Management Agreement will outline general maintenance and improvement responsibilities, the Manager's right of access to the Complex during Landlord's ownership of the Complex, operational responsibilities, and revenue sharing rights.

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as hereinafter set forth.

AGREEMENT

- 1. Consideration. By agreement and fulfillment of the obligations herein, Master Soccer Tenant shall be the "Preferred Soccer Partner." The rights of Preferred Soccer Partner are as follows:
 - a) First rights (exclusivity) for all soccer activities at the Complex, including, but not limited to, club teams, lessons, camps, tournaments and leagues.
 - b) The Landlord shall refer all soccer inquiries and referrals to Preferred Soccer Partner.
 - c) Master Soccer Tenant shall provide Landlord with a recent financial statement prior to the Commencement Date (as defined herein) and annually thereafter through the Term (as defined herein) of this Agreement.
- 2. Conditions of Agreement.
 - a) Right of Use.

- i) Landlord leases to Master Soccer Tenant the 6 outdoor turf fields, numbered 1-6 on Exhibit A, together with all improvements thereon, and all rights, easements, and appurtenances thereto (collectively, the "Soccer Fields") and access to all common areas and facilities of the Complex for a term of ten (10) years beginning on the date that construction activities of the Complex have been substantially completed and the Soccer Fields are available for recreational use (the "Commencement Date"), and ending ten (10) years after such date (the "Term"). Landlord and Master Soccer Tenant shall memorialize the Commencement Date by an addendum to this Agreement.
- ii) Master Soccer Tenant shall comply with all applicable laws, rules, regulations and ordinances of any governmental authority with respect to the use and occupancy of the Soccer Fields. The Manager shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of the Soccer Fields and common areas, and Master Soccer Tenant shall comply with such rules and regulations provided such rules and regulations have been provided to Master Soccer Tenant in writing.
- iii) The Manager shall have the right to manage the master tournament calendar for the Sports Complex.
 - (1) Master Soccer Tenant shall coordinate with the Manager and Master Baseball/Softball Tenant (as defined in Paragraph 2(a)(v), below) to develop a tournament schedule to maximize the Sports Complex's utilization. If Master Soccer Tenant does not wish to run a certain soccer activity(ies) after being provided first rights to any soccer activities as provided in Paragraph 1(a) above, the Manager may find other vendors and clients to perform such soccer activity(ies) and the rental fees paid by the other vendors and clients shall be paid to Master Soccer Tenant. Manager shall charge per field fees to other vendors and clients as specified by the tenant.
 - (2) Notwithstanding any other provision of this Agreement, the Master Soccer Tenant's use, scheduling and occupancy of the Soccer Fields is specifically made subject to the Management Agreement, a copy of which is attached as Exhibit B.
- iv) Any sign, including free standing signs, to be placed or affixed on the Complex shall meet the codes and ordinances of the Manager with respect to signage and shall further require the prior written consent of the Manager after the Manager has had an opportunity to review the type, size and color of the signage proposed and shall comply with the current building standard as determined by Manager and communicated to Master Soccer Tenant. Such consent shall not be unreasonably withheld, delayed or denied. The cost and maintenance of said signage shall be the responsibility of the Master Soccer Tenant. Upon termination of this Agreement, Master Soccer Tenant shall remove any attached signage placed at the Complex by Master Soccer Tenant and repair any damage to the building exterior and shall also remove any free standing sign or signs and repair any damage to the Premises from signs placed at the Complex by Master Soccer Tenant.

- v) Landlord plans to execute a field rental agreement with a master baseball/softball tenant ("Master Baseball/Softball Tenant") whereby Landlord would lease to Master Baseball/Softball Tenant Fields 7-13 on Exhibit A, together with all improvements thereon, and all rights, easements, and appurtenances thereto (collectively, the "Baseball/Softball Fields") for a term of ten (10) years beginning when construction activities of the Complex have been substantially completed and the Baseball/Softball Fields are available for recreational use, and ending ten (10) years after such date.
 - vi) If Master Baseball/Softball Tenant chooses to sublease any of the Baseball/Softball Fields to any user for any soccer activities, Master Soccer Tenant shall have a right of first refusal to sublease such Baseball/Softball Field(s) pursuant to a separate agreement between Master Soccer Tenant and Master Baseball/Softball Tenant. If Master Soccer Tenant chooses to sublease any of the Soccer Fields to any user for baseball/softball activities, Master Baseball/Softball Tenant shall have a right of first refusal to sublease such Soccer Field(s) pursuant to a separate agreement between the Master Soccer Tenant and Master Baseball/Softball Tenant.
 - vii) Landlord grants Master Soccer Tenant a right of first refusal to be the Master Soccer Tenant and Preferred Soccer Partner for Soccer for any future indoor sports field(s) developed or owned by Landlord in Grimes, Iowa for the Term of this Agreement. If Landlord develops or owns any such future indoor sports field(s) in Grimes, Iowa, Landlord shall provide Master Soccer Tenant a written lease for such fields before presenting the lease to any other party. If Master Soccer Tenant wants to lease some or all of such field(s), it shall notify Landlord in writing within ten (10) business days (days other than Saturdays, Sundays, and legal holidays). If Master Soccer Tenant notifies Landlord it does not want to lease said field(s) or does not notify Landlord within the required timeframe, Landlord may proceed to lease the field(s) to any other party; provided the lease provided to any other party has the same terms and conditions as the lease provided to Master Soccer Tenant. If Landlord changes any material terms of a lease for such fields, Landlord must again provide Master Soccer Tenant a written lease for such fields before presenting the lease to any other party.) If Master Soccer Tenant notifies Landlord it does not want to lease said field(s) or does not notify Landlord within the required timeframe, Landlord may proceed to lease the field(s) to any other party; provided the lease provided to any other party has the same terms and conditions as the lease provided to Master Soccer Tenant.
- b) Security Deposit
- i) Prior to the Commencement Date, Master Soccer Tenant shall deposit \$100,000.00 (equivalent to 2 months' rent) as a security deposit ("Security Deposit"), and not as prepaid rent, with Landlord to be held by Landlord during the Term.
 - ii) The Security Deposit shall not earn interest. If any sum payable by Master Soccer Tenant to Landlord shall be overdue and unpaid, or if Landlord makes any payments on behalf of Master Soccer Tenant, or if Master Soccer Tenant fails to perform any of

the terms of this Agreement, then Landlord, at its option and without prejudice to any other remedy that Landlord may have, may apply all or part of the Security Deposit to compensate Landlord for the payment of rent, or any loss or damage sustained by Landlord. Master Soccer Tenant shall restore the Security Deposit to the original sum deposited upon demand. Provided that Master Soccer Tenant shall have made all payments and performed all covenants and obligations of this Agreement, the Security Deposit shall be repaid to Master Soccer Tenant within thirty (30) days after the expiration of this Agreement or earlier termination of this Agreement.

c) Unwind

- i) Master Soccer Tenant may assign this Agreement to another soccer club with Landlord's and the Manager's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- ii) Upon such assignment, Landlord shall receive all monies due to Landlord on the assignment date after off-setting any claims of the Master Soccer Tenant. Upon such assignment, Master Soccer Tenant shall be released from all obligations of this Agreement occurring on or after the assignment date.

3. Rental Rates. Master Soccer Tenant agrees to pay the following rent to Landlord at the address of Landlord as designated above, during the Term:

- a) Rental Rates: Master Soccer Tenant agrees to pay without advance notice or demand the annual rent to Landlord in the amount of \$600,000.00 during the Term payable in equal monthly installments of \$50,000.00 during year one (1) of the Term, and payable in equal quarterly installments of \$150,000.00 the beginning of year two (2) of the Term. First monthly rental payment in the amount of \$50,000.00 shall be made on the Commencement Date of this Agreement. Rent for partial months shall be prorated if the Commencement Date does not occur on the first day of a month or the Term does not end on the last day of a month. The annual rental amount shall be increased by 2.5% at the beginning of year four (4) of the Term; the annual rental amount shall be increased by an additional 2.5% at the beginning of year six (6) of the Term; and the annual rental amount shall be increased by an additional 2.5% at the beginning of year eight (8) of the Term.
- b) Delinquent rent payments shall draw interest at seven percent (7%) per annum from the due date, until paid.

4. Sponsorship Revenue. Preferred Soccer Partner may solicit sponsorship revenue from private businesses, trade groups, or other soccer related companies, donors, private organizations, or other entities that would have an interest in advertising opportunities. All such sponsorships related to the Soccer Fields or activities held at the Soccer Fields must be approved by the Manager, in its sole discretion. Preferred Soccer Partner shall split the revenue for such sponsorships related to the Soccer Fields or activities held at the Soccer Fields with the Manager as follows:

- o Preferred Soccer Partner = 50% of revenue collected
- o Manager = 50% of revenue collected

Preferred Soccer Partner shall distribute to the Manager its revenue share payments of such

collected sponsorships at end of Preferred Soccer Partner's fiscal year, together with a report and financial statement of sponsorship revenues generated.

5. Concessions. The Manager shall be the exclusive provider of concessions at the Complex and shall be entitled to 100% of the revenues generated from such concessions. Notwithstanding the foregoing, it is understood by the parties that the Manager may contract with third parties to provide concessions services.
6. Utilities, Taxes, and Expenses.
 - a) Preferred Soccer Partner shall be responsible for the coordination and payment of all costs associated with utilities and maintenance of the playing surfaces of the Soccer Fields during the Term. Manager will bill the Master Soccer Tenant for its proportionate share of the utilities and maintenance expenses on a monthly basis. Payment will be due within 20 days of Master Soccer Tenant's receipt of the invoice. In no event shall Landlord or the Manager be liable for any interruption or failure in the supply of any utilities to the Complex.
 - b) Master Soccer Tenant agrees to pay promptly when due all taxes, fees and charges assessed against the leasehold interest including franchise taxes, income taxes, personal property taxes and state rental and sales taxes related to Master Soccer Tenant's operations, and on Master Soccer Tenant's fixtures, furnishings, improvements, equipment, stock-in-trade, and personal property which are in or at the Complex.
 - c) Manager shall be responsible for the payment of all real estate taxes and any other taxes for the Soccer Fields as provided in the Management Agreement.
7. Repairs and Maintenance. Manager shall provide for maintenance of the Soccer Fields and Complex, including, but not limited to, snow removal, mowing, electrical and lighting, cleaning and garbage removal, janitorial work, storm water control and removal, repair and replacement of the fields, parking lot, sidewalks and trails, fences and bleachers, buildings and any other constructed improvement within and connected with the Soccer Fields and Complex.
8. Force Majeure. Landlord and Master Soccer Tenant shall be excused from performing their responsibilities and obligations hereunder during and when the performance of those responsibilities and obligations becomes impossible because of, acts of God, pandemics or other declared public health emergencies, disaster, destruction of all or part of the Complex not attributable to the action or inaction of the party, where proclamation due to state disaster emergency or change in governmental regulations or laws making this Agreement illegal, or other causes beyond the reasonable control of a party; provided, however, that no such event shall relieve Master Soccer Tenant of its obligation hereunder to make full and timely payments of rent to Landlord.

9. Insurance.

- a) **PROPERTY INSURANCE.** Landlord agrees to insure its respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage).
- b) **LIABILITY INSURANCE.** Master Soccer Tenant shall obtain commercial general liability insurance in the amounts of \$2,000,000.00 each occurrence and \$5,000,000.00 annual aggregate. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products, and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.
- c) **CERTIFICATES OF INSURANCE.** Prior to the Commencement Date, Master Soccer Tenant shall provide the Landlord with a certificate of insurance with the above-referenced liability insurance requirements, such certificate shall include thirty (30) days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.
- d) **ACTS BY MASTER SOCCER TENANT.** Master Soccer Tenant shall not do or omit doing any act which would invalidate any insurance, or increase the insurance rates in force on the Soccer Fields.
- e) **INCREASED RISKS OR HAZARDS.** The Master Soccer Tenant further agrees to be liable for and to promptly pay, any increase in insurance rates on the Soccer Fields due to increased risks or hazards resulting from Master Soccer Tenant's use otherwise than as herein contemplated and agreed.

10. Liability for Damage. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly, or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. Indemnity. Except for the negligence or intentional act of Landlord or Manager, Master Soccer Tenant shall protect, defend and indemnify Landlord and Manager from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Soccer Fields, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Master Soccer Tenant or any person claiming through or under Master Soccer Tenant.

12. Fire and Casualty.

- a) **PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the Soccer Fields or the Complex, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 60 days after its occurrences, this Agreement shall not terminate but the rent for the Soccer Fields shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from doing so by acts of God, government regulations, pandemics or other

causes beyond Landlord's reasonable control.

- b) TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of the Soccer Fields or the Complex, including the parking area of the Complex so that Master Soccer Tenant is not able to conduct its business on the Soccer Fields or the then current legal use for which the Soccer Fields or the Complex are being used and which damages cannot be repaired within 60 days this Agreement may be terminated at the option of either the Landlord or Master Soccer Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Master Soccer Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from all future obligations, and Master Soccer Tenant shall pay rent pro rata only to the date of such destruction.

13. Condemnation.

- a) DISPOSITION OF AWARDS. Should the whole or any part of the Soccer Fields or Complex be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
- b) DATE OF AGREEMENT TERMINATION. If the whole of the Soccer Fields or Complex shall be condemned or taken, the Landlord shall not be liable to the Master Soccer Tenant except and as its rights are preserved in paragraph 13(a) above.

14. Default, Notice of Default and Remedies.

EVENTS OF DEFAULT

- a) Each of the following shall constitute an event of default by Master Soccer Tenant:
 - 1) Failure to pay rent when due.
 - 2) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Master Soccer Tenant pursuant to terms of the Agreement.
 - 3) Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Master Soccer Tenant as a debtor; assignment for the benefit of creditors of the interest of Master Soccer Tenant under this Agreement; appointment of a receiver for the property or affairs of Master Soccer Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

- b) Landlord shall give Master Soccer Tenant a written notice specifying the default and giving the Master Soccer Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Master Soccer Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Master Soccer Tenant, Master Soccer Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by

the Landlord. Landlord shall not be required to give Master Soccer Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

- c) In the event Master Soccer Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:
 - 1) Termination. Landlord may declare this Agreement to be terminated and shall give Master Soccer Tenant a written notice of such termination. In the event of termination of this Agreement, Landlord shall be entitled to prove claim for and obtain judgment against Master Soccer Tenant for the balance of the rent agreed to be paid for the Term, plus all expenses of Landlord in regaining possession of the Soccer Fields and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.
 - 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Agreement to be forfeited and shall give the Master Soccer Tenant a written notice of such forfeiture, and may, at the time, give Master Soccer Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 15. Right of Either Party To Make Good Any Default of the Other. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this Agreement, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum, from date of advance.
- 16. Mechanic's Liens. Neither the Master Soccer Tenant nor anyone claiming by, through, or under the Master Soccer Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon the Soccer Fields or Complex or upon any building or improvement thereon, or upon the leasehold interest of the Master Soccer Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the Soccer Fields or Complex, and for the further security of the Landlord, the Master Soccer Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.
- 17. Landlord's Lien and Security Interest. Landlord shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said the Soccer Fields or Complex by Master Soccer Tenant. Landlord may proceed at law or in equity with any remedy provided

by law or by this Agreement for the recovery of rent, or for termination of this Agreement because of Master Soccer Tenant's default in its performance.

18. Environmental. Master Soccer Tenant expressly represents and agrees:

- a) During the Term, Master Soccer Tenant's use of the Soccer Fields or Complex will not include the use of any hazardous substance without Master Soccer Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.
- b) During the Term, Master Soccer Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the Soccer Fields or Complex by Master Soccer Tenant, and Master Soccer Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
- c) Master Soccer Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the Soccer Fields or Complex any contamination of the property caused by any hazardous substances which have been used or permitted by Master Soccer Tenant on the Soccer Fields or Complex during any term of this Agreement. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Master Soccer Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.
- d) Master Soccer Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Master Soccer Tenant on or after the Commencement Date of this Agreement and during the Term of this Agreement, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of the Soccer Fields or Complex which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Agreement.

19. Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

20. Third Party Beneficiary. The parties hereby expressly acknowledge that the Manager is intended as a third-party beneficiary to this Agreement. Except as otherwise provided herein, Manager may enforce Master Soccer Tenant's obligations to Manager directly and without

any need for consent, assistance, or intervention of Landlord.

21. Notices and Demands. Notices as provided for in this Agreement shall be given to the respective parties hereto at the respective addresses designated on page one of this Agreement unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Agreement when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.
22. Provisions to Bind and Benefit Successors, Assigns, Etc. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties.
23. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this Agreement shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This Agreement contains the whole agreement of the parties.
24. Construction. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
25. Counterparts. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by email or facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

Mid-Iowa Soccer Academy LLC (d/b/a Sporting Iowa)

By: Scott J. Vander Hart

Printed name: Scott J. Vander Hart

Title: Chairman

Date: 11/18/2020

Hope Development & Realty, LLC

By: 

Printed name: Reza Kargarzadeh

Title: Manager

Date: 11/17/2020



EXHIBIT A

[NEEDS TO BE ADDED]

EXHIBIT B

SPORTS COMPLEX MANAGEMENT AGREEMENT

9859657

SPORTS COMPLEX MANAGEMENT AGREEMENT

This Sports Complex Management Agreement ("Agreement") is entered into between the City of Grimes, Iowa, a political subdivision organized under the laws of the State of Iowa, (the "City") and Hope Development & Realty, LLC, an Iowa limited liability company (the "Developer") as of the 27 day of October, 2020 (the "Date of this Agreement").

I. SCOPE OF AGREEMENT – Developer plans to develop a sports complex pursuant to that certain Development Agreement by and between City and Developer dated Oct 27, 2020 to be located in Grimes, Iowa ("Sports Complex"). This Agreement outlines the use, operation, revenue sharing, management and maintenance of the Sports Complex.

II. CONSIDERATION – City and Developer have both supplied and will supply valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for this Agreement as set forth in the Development Agreement and the terms of this Agreement.

III. MAINTENANCE – Upon completion of construction of the Sports Complex and acceptance of such completed construction by the City, the City shall be responsible for the coordination and all associated costs of maintenance of the Sports Complex, including, but not limited to, snow removal, mowing, electrical and lighting, cleaning and garbage removal, janitorial work, storm water control and removal, repair and replacement of the fields, parking lot, sidewalks and trails, fences and bleachers, buildings, lighting and any other constructed improvement within and connected to the Sports Complex that is not covered by the Maintenance Bond requirement in Section VI.

IV. MANAGEMENT – City shall be responsible for all aspects of management of the Sports Complex and all costs associated therewith. Management shall include either direct management of the Sports Complex by City personnel and/or contracting with a third party management company to contract with the City directly for the management of the Sports Complex. In the event that City enters into an agreement with a third party management company to manage the Sports Complex, City shall remain liable to Developer per the terms of this Agreement. The City shall be responsible for providing concessions to the Sports Complex and shall have the right to manage the master calendar for the Sports Complex. The City acknowledges that the Developer will enter into separate lease agreements for the use of the Sports Complex and the Developer shall require tenants under said lease agreements to coordinate with the City's Parks and Recreation Department or the City's management designee to develop a tournament schedule to maximize the Sports Complex's utilization. As a part of this management responsibility, the City shall also be responsible for the payment and/or coordination of payment of any and all property taxes, any income or sales taxes that may be owed by the City for income from concessions or sponsorships, and utility expenses for the Sports Complex, and the obtaining and/or payment of any property and liability insurance for the protection of the parties to this Agreement related to the utilization of the Sports Complex.

V. REVENUE SHARING AND EXPENSE REIMBURSEMENT – The Developer will enter into separate lease agreements for the use of the Sports Complex and the Developer shall be entitled to rent payments pursuant to the terms of those separate lease agreements. Any additional revenue or payments generated beyond these lease rent payments shall be the property of the City,

which will be more particularly described in the Sports Complex lease agreements, including all concession sales, half of any promotions and/or advertising income, and reimbursement payments from the tenants for their proportionate share of Sports Complex maintenance and utility expenses.

VI. MAINTENANCE BOND – At the time the City accepts the completed Sports Complex, Developer shall present to the City a five (5) year maintenance bond to cover the maintenance costs of any Sports Complex construction requiring repair or replacement, as mutually determined by City and Developer.

VII. INDEMNIFICATION – City and Developer agree to abide by Section 7, “Indemnification,” of the Development Agreement with regard to this Agreement, and Section 7 of the Development Agreement is incorporated by reference herein.

VIII. ASSIGNMENT – City or Developer may assign this Agreement to a third party with the written consent of the other party, which consent shall not be unreasonably withheld.

IX. DURATION – This Agreement shall remain in effect for a period of ten (10) years after the date of completion of construction of the Sports Complex and acceptance of such completed construction by the City, and the parties hereto shall memorialize this date in a separate addendum to this Agreement. Ten (10) years after the date of this completion and acceptance of construction of the Sports Complex, this Agreement shall terminate, the Developer and/or the Developer’s successor or designee shall convey ownership of the Sports Complex to the City, and all future ownership, use, and benefit from the Sports Complex shall be transferred to the City, and the Developer will have no further interest in the Sports Complex or any Sports Complex lease agreements. Any revenue owed to the Developer from the lease agreements through the date the Sports Complex is conveyed to the City shall be paid to the Developer, and revenues generated after the date of said conveyance shall be the sole property of the City.

X. DATE OF THIS AGREEMENT – The Date of this Agreement shall be the date appearing in the first paragraph of the Agreement.

XI. AMENDMENTS – This Agreement may only be amended by written amendments signed by both parties.

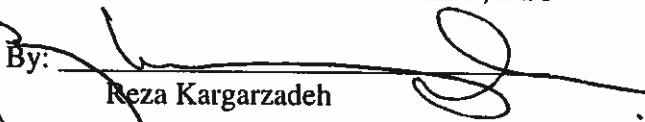
The provisions set forth above contain all of the terms of this Agreement, and the undersigned confirm that they have read the provisions, have had a chance to consult with their legal counsel, understand the provisions, and have the authority to execute this Agreement on behalf of their respective party.

CITY OF GRIMES, IOWA

By: 
Mayor

Attest: 
City Clerk

HOPE DEVELOPMENT & REALTY, LLC

By: 
Reza Kargarzadeh

Title: Manager



CHAMBER & ECONOMIC DEVELOPMENT
404 SE 2nd Street, Suite 200
Grimes, Iowa 50111
Phone: (515) 986-5770
www.grimesiowa.com

April 5, 2022

City of Grimes
% Mayor Scott Mikkelsen
101 NE Harvey Street
Grimes, IA 50111

Subject: Proposed GrimesPlex to Have Positive Impacts on Area Economic Development

Dear Mayor Mikkelsen,

The proposed GrimesPlex multi-use sports turf facility, which has been proposed as part of the Hope Commercial development, stands to provide many benefits to the community of Grimes. Grimes Chamber & Economic Development represents an array of interests. These interests include a desire to drive additional tourism activity to Grimes, to attract high value economic development projects to our area, and to support initiatives that will benefit the members of our organization.

Per a study (Five Year Operating Pro Forma) recently commissioned by the City of Grimes and conducted by The Sports Facilities Companies (SFC), the anticipated economic impact alone makes a strong argument for moving this project forward. The study indicates that the economic impact of the development will result in over **\$76.5 million** in direct spending in and around our community. Those are dollars generated by expenditures at local hotels, restaurants, entertainment venues, retail expenditures, etc.

The direct economic impact based upon anticipated spending is impressive independently. More striking is that per their included 20-year analysis, that impact continues to increase year over year. One factor that the study does not seem to take into account is the additional benefit that the facility will have as a driver of property sales and development in the area. **We believe this anticipated impact will result in significant new commercial tax base, jobs, and entertainment options for current and future citizens of Grimes, as well as visitors.** Some of the economic development that has occurred in the area in the recent past can be attributed, at least in part, to the anticipation of this facility being constructed and operational in the near future.

We would encourage the City to take steps to ensure that this project not only moves forward, but that it is constructed and managed in a manner that will reflect well and help to define our community for years to come.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Buethe'.

Brian Buethe
President | CEO

April 5, 2022

The Honorable Mayor Scott Mikkelsen & Grimes City Council
City of Grimes
101 NE Harvey St.
Grimes, IA 50111

Mayor Mikkelsen & Grimes City Council:

We write to express our support for the GrimesPlex project. The Greater Des Moines Partnership is a regional organization representing 10 counties in the Greater Des Moines (DSM) region to encourage economic and community development. Regional amenities are a key driver in our efforts to encourage continued population growth and business growth.

The Partnership's 2022 economic development goals will build on recent regional momentum. In 2021, there were more than 62 projects announced, under construction or completed in the DSM region, representing \$3.41 billion in total capital investment, 11 million square feet of project space and more than 3,600 new or retained jobs. Public investments, like the GrimesPlex, send a strong signal of growth to potential new residents and corporate executives considering DSM as a location to grow.

The GrimesPlex project will join a growing list of regional public/private partnerships driving quality of life projects and recreational amenities.

We look forward to partnering with the City of Grimes in business and population growth opportunities in 2022 and beyond.

Sincerely,



Jay Byers
President and CEO

Jake Anderson

From: Scott Vander Hart <vanderhart@sportingiowasoccer.org>
Sent: Thursday, April 7, 2022 3:13 PM
To: Jake Anderson
Cc: John Sheridan; Rich Bywater; Tony Wagner
Subject: Sporting Iowa's Ability to Pay

Grimes City Staff and Elected Officials,

We understand that there has been a question raised about Sporting Iowa's ability to pay the lease rate of \$600,000 and we wanted to take this opportunity to address it. As part of the process with the Hope Development team, we submitted financial diligence and went through the underwriting process. In simple terms, we have considerable expenses to rent fields across the Des Moines area. When the Grimesplex fields are completed, we will no longer need to lease all of those fields, and can redirect those payments towards the \$600,000 Grimes lease. We have budgeted the remainder to be covered through increased player fees, and growth in our numbers. Additionally, there are times we plan to sublease our fields to baseball or softball on the weekends. This will help us keep our player fees lower, while also allowing the City to maximize the site as a large tournament venue.

We are very excited about the opportunity to work with the City of Grimes and look forward to the future in Grimes.

Scott Vander Hart | Chairman
Sporting Iowa
515-321-6043



[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

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.



AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING:

Resolution Approving Scope of Services with DMACC for Lean Training

SYNOPSIS:

As the City has grown so has the professional staff. As the organization develops, policies, procedures, workflow processes, workplace structures, etc. need to be more clearly established or improved. This is fundamental to building a workplace culture that aligns with the City's strategic priorities.

Several cities in the Des Moines metro have worked with DMACC to train their staff on Lean processes that are meant to institutionalize continuous organizational improvements. The theory is that threats to organizational culture, such as workplace conflict, arise primarily from some organizational deficiency. Correcting those deficiencies has to occur before teambuilding exercises can effectively shape organizational culture.

The proposed scope of service with DMACC provides training for all full-time staff to expose them to the concepts of continuous improvements, then managers and selected staff dive deeper into the subject in order to get hands on experience with implementing and reporting on process improvements.

FISCAL IMPACT:

The full cost of the services is \$19,800. However, the City of Grimes qualifies for a Workforce Training and Economic Development grant that would fund a significant portion of that cost. The City's cost after the grant totals \$5,693.

PREVIOUS COUNCIL ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

GRIMES RESOLUTION NO. 04-0322

RESOLUTION APPROVING SCOPE OF SERVICES WITH DMACC FOR LEAN
TRAINING

WHEREAS, the City of Grimes seeks to provide efficient and effective service that delivers value to the residents; and

WHEREAS, the City is rapidly growing and so has the professional staff; and

WHEREAS, it is critical that the organization have the tools to make continuous improvements to policies, procedures, workflow processes, workplace structures, etc.; and

WHEREAS, the Des Moines Area Community College has experience working with other cities in the metro area to train staff on those tools.

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

- 1) The scope of services with DMACC is hereby approved.
- 2) The City Administrator is hereby authorized to execute the necessary instruments to apply for eligible grant funds and procure DMACC's services.

PASSED AND APPROVED this 12TH day of April, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CITY OF GRIMES – LEAN TRAINING PROPOSAL -4/4/20

The City has a desire to begin taking steps towards creating a continuous improvement culture throughout the City's 10 departments in order to maximize efficiency of staff, reduce waste (money, time, personnel, resources), improve process flow, and support growth.

Preliminary goals (identified on 3/29/20) for the City include:

- Begin creating a culture of continuous improvement involving all employees (currently 60-70 FTE)
- Create a system to proactively identify, prioritize and act on improvement opportunities
- Prepare supervisors to actively support continuous improvement within their areas.
 - Set the expectation for each area/department to complete a minimum 1 project per year
 - Have groups report out on results of continuous improvement projects to the City Council

The following trainings are recommended as first steps for launching your continuous improvement initiative.

PHASE 1 TRAINING

Lean Overview 4 hour (Classroom)

This is an introductory session designed for employees. Often used as a kick-off event to train large numbers of employees within an organization, this session is shorter alternative to Pillars. The session provides information to employees about why the organization has decided to use lean to help improve the existing work environment, what lean is, how to identify wastes within the workplace, and what employees can expect to see and do with respect to lean in their organization. Lean Overview sessions are developed in conjunction with the client organization. Sessions can accommodate 20-30 employees. Multiple sessions can be scheduled per day.

- Lean Process Improvement – Myths and Reality
 - Why are we embarking on a lean process improvement program?
 - What benefits can the organization expect?
 - What benefits can employees expect?
- Introduction to 9 common types of work wastes.
 - Small groups will identify wastes (opportunities for improvement) within their work
 - Groups will prioritize opportunities
- Your menu of lean process improvement tools
- Creating the Process Improvement Plan for the organization
 - What employees can expect over the next 12 months
 - Expectations of employees in supporting lean improvement activities
- Introduce creation of a project scope
- Group Activity: Small groups of employees will work together on drafting project scopes for potential projects within the City

Training Fee

Lean Overview	4 hours	\$800
X 3 sessions	12 hours	\$2,400

TRAIN-THE-TRAINER OPTIONS

The following are Train-The-Trainer options for organizations who want establish internal facilitator resources for long-term review of internal processes. Internal resources are an essential element of creating a continuous improvement culture. The trainees will learn how to utilize process mapping as a tool for driving process improvement.

OPTION 1: Process Mapping Basics

This training module is a must have for individuals who will lead and/or assist groups with reviewing and improving work processes. The training walks participants through the fundamental steps of conducting a process mapping event from project selection and scoping to creation of an improvement plan and project monitoring. A pre-requisite to this course is the *Lean Overview training*.

Lean Process Mapping Basics – 8 hrs. 8-15 participants

Learn the basic facilitation steps involved in conducting a process mapping event including how to select, set up and conduct a mapping project.

Who should attend: Anyone interested in learning how to process map.

Training Agenda:

- What is a process
- Basic mapping tools
- Types of process waste
- How to set up a mapping project
 - o Project selection
 - o Developing a Project Scope
 - o Team communication
- Mapping the Current State
- Process Analysis
- The Ideal State
- Creating the Future State & Implementation Plan
- Mapping Documentation

OPTION 1: TRAINING INVESTMENT

Lean Overview x 3 sessions	12 hours	\$2,400
Lean Process Mapping Basics	8 hours	\$3,800
Total training	20 hours	\$6,200

OPTION 2: Process Mapping Basics + DMACC Facilitator Mapping Event

Internal facilitator candidates will participate in the 8-hour *Lean Process Mapping Basics* training **and** a *Launch: Process Mapping* internal mapping project facilitated by DMACC. This allows internal candidates to see how a project is delivered. DMACC Facilitators will work with the organization to identify, set up and conduct the mapping event within the organization. Participants will be identified during a project scoping meeting prior to the training and will be based on the process being reviewed.

Lean Process Mapping Basics – 8 hrs.

8-15 participants (see description above)

Launch: Process Mapping Event – 12 hours

Up to 20 participants

Who should attend: Up to 8 selected internal trainers and others involved in the process being mapped (identified in Scope meeting).

Launch Training Agenda:

Pre-training (1 hr.)

- Project Scope Meeting

Training (12 hrs. usually scheduled in three 4-hour days)

- Introduction to Lean
- Determining the value in your process
- Understanding Wastes (Non-Value-Added Activities)
- The basics of process mapping
 - o Mapping the Current State
 - o Identify Value Added & Non-Value-Added steps
- Application of Lean Tools
 - o Creating the Ideal State
 - o Mapping your Future State
 - o Map the improved process
 - o Create the implementation Action Register
 - o Review Issues & Solutions
- Review implementation best practices

Post-training (1 hr.)

- Status review meeting (review Action Register)
- Optional Final project review (1 hr.)

Deliverables: Upon successful completion of the above trainings

Your trainers will

- ✓ Understand the basic steps to setting up a project
- ✓ Have Practice completing a *Project Scope*
- ✓ Have practice mapping a **simple** work process
- ✓ Learn steps to conducting a process analysis
- ✓ Learn how to create an implementation plan
- ✓ Learn options for documenting projects electronically

Your organization will have

- ✓ **One** process mapped, documented electronically and an implementation plan created

OPTION 2: TRAINING INVESTMENT

Lean Overview x 3 sessions	12 hours	\$2,400
Lean Process Mapping Basics	8 hours	\$3,800
LAUNCH: Process Mapping	12 hours	\$6,500
Total training	32 hours	\$12,700

OPTION 3: Process Mapping Basics + DMACC Facilitated Mapping Event + Internal Trainer Prep & Coaching

This option prepares a small group of internal facilitators to gain the skills and experience needed to facilitate internal mapping projects. DMACC facilitators will work closely with trainees as they learn the how to identify, set up and facilitate internal mapping projects.

Lean Process Mapping Basics – 8 hrs.
Launch: Process Mapping Event – 12 hours
Internal Train-The Trainer – 16 hours

8-15 participants (see description above)
Up to 20 participants (see description above)
1-6 internal trainees

Recommendations on Trainer Selection

The ideal trainer candidates should have: solid facilitation skills, displaying energy and a sense of humor, great rapport with employees, the ability to think on their feet, innate problem-solving skills, flexible, adaptable to all types of situations, able to see the big picture but follow a process down into the details, attention to detail, good computer skills (Excel, PowerPoint, Word). **The desired candidate is a person who sees the value of process improvement and will enjoy all aspects of facilitation.**

Internal TTT- Training Agenda

Trainer Recap & Facilitation Prep- (1-2 hrs.) immediately following the Launch training

- Recap previous training, steps, techniques, etc. with trainers
- Assist trainees with setting up their first internal projects to facilitate (with DMACC assistance)
- Assign trainee preparation steps (homework)
 - o Trainers will be responsible for identifying, scoping and scheduling the next process to be evaluated.
 - o Trainers will conduct a Project Scope meeting with process leads and can either include DMACC Facilitators in the meeting or share scope details in a conference/coaching call.
 - o Trainers will schedule the training with the project group and DMACC Facilitators

Launch: Process Mapping Event led by internal trainers – 12 hours 8-15 participants + Trainers

DMACC Facilitators will assist and coach 1-6 trainers in facilitating their first process mapping event

- Training agenda will be similar to the agenda in Option 2 above but may not include all the copyrighted presentation materials.
- Trainers will meet for a coaching/feedback session for up to one hour after each training segment.

Trainer Recap & Review – Up to 2 hours

DMACC Facilitators will meet with trainers following each session they facilitate to provide feedback, answer questions and recommendations for the next session.

***Deliverables:* Upon successful completion of the above trainings**

Your trainers will

- ✓ Understand the basic steps to setting up a project
- ✓ Have Practice completing a *Project Scope*
- ✓ Have practice mapping a group work process
- ✓ Learn steps to conducting a process analysis
- ✓ Learn how to create an implementation plan
- ✓ Learn options for documenting projects electronically

Your organization will have

- ✓ **Two** processes mapped, documented and an implementation plan created
- ✓ Up to **6 internal trainees** with experience identifying, scoping, scheduling and facilitating a mapping project
- ✓ **8-20 employees trained** and working on an improvement project

OPTION 3: TRAINING INVESTMENT

Lean Overview x 3 sessions	12 hours	\$2,400
Lean Process Mapping Basics	8 hours	\$3,800
LAUNCH: Process Mapping	12 hours	\$6,500
Internal Train-The-Trainer	16 hours	\$5,300
Total training	48 hours	\$18,000

PHASE 2 TRAINING

Electronic 5S for the Office

Many employees accustomed to paper filing systems do not have the organizational skills to effectively manage their electronically stored information. Decreasing time spent searching for files, improves efficiency and reduces employee frustration. These training modules can be adapted (time, format, content) to fit your organization's training needs. They provide the foundation to help employees begin organizing their electronic environment and improve their skills for working and collaborating remotely.

Online (4 hrs.) \$900

Online course is divided into 1 to 2-hour sessions scheduled one week apart with homework assigned between sessions.

- Understand how to create folders, sort, organize and use quick access tools for improved efficiency
- Learn how to develop folder hierarchies, naming conventions and document headers/footers
- Practice applying organizing tools and techniques to manage electronic files
- Learn about electronic platforms such as SharePoint, Microsoft Team Sites and how they can improve collaboration and document sharing
- *Homework- apply tools/techniques to own environment and report back on results.*

Online (8 hrs.) \$1,800

Course is designed to help the department work through organizing their shared drives.

It covers the same content as the 4-hour course with these additional outcomes for participants. The course is divided into 60-90-minute sessions scheduled one week apart with homework assigned between sessions.

- Create folder hierarchies and sort files into the new structure
- Clean out unneeded and outdated documents
- Apply naming conventions to department folders and files
- Begin setting retention guidelines and practices
- Learn how to set up your own collaborative Team Site
- Learn tips for running effective video meetings on Teams
- *Homework- apply tools/techniques to your own environment and report back on results.*



WTED Application:

If the City of Grimes elects to pursue a Workforce Training and Economic Development (WTED) application via DMACC, for Option 3 and an 8-hour 5s (total fee \$19,800) the City's cash match share will be \$5,693. The balance of training cost will be paid using WTED project funds.

MINUTES TO HOLD HEARING ON
LOAN AGREEMENT AND COMBINE
LOAN AGREEMENTS

419952-85

Grimes, Iowa

April 12, 2022

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

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a Urban Renewal Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$1,200,000, the City Clerk announced that no petition had been filed asking that the question of entering into this loan agreement be submitted to the registered voters of the City and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

After due consideration and discussion, Council Member _____ introduced the following resolution 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.

• • • • •

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

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

RESOLUTION NO. 04-2122

Resolution taking additional action on proposal to enter into an Urban Renewal Loan Agreement and combining certain Loan Agreements

WHEREAS, the City of Grimes (the “City”), State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$5,400,000 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; (2) acquiring and installing street lighting, signage and signalization improvements; and (3) acquiring vehicles and equipment for the municipal public works/street department, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on March 8, 2022; 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 \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) undertaking improvements and extensions to municipal recreation trails; (2) undertaking improvements and repairs to municipal facilities; and (3) acquiring and installing security systems improvements for 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 8, 2022, 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” and together with the Essential Purpose Loan Agreement, and the General Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$1,200,000, 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 the Wallace Farm Park Project, an urban renewal project in the Grimes Urban Renewal Area authorized by action of the City Council March 22, 2022, 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 April 12, 2022, 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, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority under the Loan Agreements and to enter into a single loan agreement (the “Loan Agreement”);

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

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Corporate Purpose Bonds, Series 2022A (the “Bonds”) be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting scheduled for May 10, 2022.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 12, 2022.

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 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 relating to public hearings and additional action on the proposal to enter into a certain Loan Agreement and combining Loan Agreements, 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 _____, 2022.

City Clerk Rochelle Williams

April 7, 2022

Via Email

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: General Obligation Loan Agreements/Series 2022A Bonds
Our File No. 419952-85

Dear Jake:

We have prepared and attach proceedings related to the action to be taken on the City's General Obligation Loan Agreements (the "Loan Agreements") at the April 12th City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Loan Agreements and combining the Loan Agreements into a single loan agreement (the "Loan Agreement"). This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the statute.
2. Attestation Certificate with respect to the validity of the transcript.

The minutes as drafted assume that no petition will be filed asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City. If such petition is filed, please contact us right away.

As soon as these proceedings are completed, please return one fully executed copy of all of the completed pages in these proceedings.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me

Best regards,

John P. Danos

Attachments

cc: Rochelle Williams
Alex Pfaltzgraff
PFM Financial Advisors, LLC
Diana VanVleet



City of Grimes, Iowa

Utility Rate Recommendations

April 12, 2022

PFM Financial Advisors LLC

801 Grand Avenue
Suite 3300
Des Moines, IA

Susanne Gerlach

Director
gerlachs@pfm.com
515.724.5734

Matthew Stoffel

Senior Managing Consultant
stoffelm@pfm.com
515.724.5737



Sewer Rate Recommendation

◆ 7.5% rate increase effective July 1, 2022:

- Base rate (including the first 1,000 gallons):
 - ✓ Increase \$0.57 from \$7.65 to \$8.22
- Usage rate per 1,000:
 - ✓ Increase \$0.57 from \$7.65 to \$8.22

◆ Impact to average monthly bill for residential customers based on 4,000 gallons per month:

- Increase \$2.28 per month from \$30.60 to \$32.88.

◆ Primary factors for recommended rate increase:

- Reduction from prior year rate recommendation (+15%).
- \$38.2M SRF loan in 2022
- Preparing to be fully online with WRA in FY 2023-24

Metro Utility Bill Comparison Avg 4,000 gal/mo	
	Waste Water
Waukee	\$ 50.03
Norwalk	\$ 48.82
Altoona	\$ 44.28
Ankeny	\$ 43.33
Pleasant Hill	\$ 40.58
Des Moines	\$ 36.16
Clive	\$ 33.68
Johnston	\$ 33.34
Grimes	\$ 30.60
West Des Moines	\$ 28.90
Urbandale	\$ 23.20
Grimes Proposed FY2023	\$ 32.88
Monthly Increase	\$ 2.28
% Increase	7.5%



Water Rate Recommendation

◆ 2.5% rate increase (usage only) effective July 1, 2022:

- Usage rates per 1,000:
 - ✓ Increase of \$0.26 per 1,000 gallon from \$10.20 to \$10.46

◆ Impact to average monthly bill for residential customers based on 4,000 gallons per month:

- Increase \$1.04 per month from \$42.42 to \$43.46.

◆ Primary factor for recommended rate increase:

- Reduction from prior year rate increase recommendation of 12% primarily due to:
 - ✓ Increased FY2021 consumption up 30%
 - ✓ YTD FY2022 consumption up 12%
- \$10.3M of additional CIP projects added to schedule for FY2024.
- Rate increase are still needed as the water plant SRF debt service continues to increase annually through June 1, 2025.

Metro Utility Bill Comparison	
Avg 4,000 gal/mo	
	Water
Pleasant Hill	\$ 48.04
Grimes	\$ 42.42
Johnston	\$ 41.96
Waukee	\$ 40.92
Norwalk	\$ 36.44
Ankeny	\$ 32.97
Clive	\$ 32.92
Altoona	\$ 31.36
West Des Moines	\$ 28.99
Urbandale	\$ 28.58
Des Moines	\$ 28.40
Grimes Proposed FY2023	\$ 43.46
Monthly Increase	\$ 1.04
% Increase	2.5%



Storm Water Cash Flow Highlights

◆ Customers, Revenues & Expenditures

- 186 new storm water ERL's (June 2020 to June 2021 +4.0%)
- Total revenues were up 5.85%
- Operating expenses were down 1.3% vs FY 2020

◆ Cash Reserves are Strong

- June 30, 2021 ending cash was \$2,256,373

Metro Utility Bill Comparison Per Equivalent Residential Unit	
	Storm Water
Des Moines	\$ 15.87
Clive	\$ 10.42
Norwalk	\$ 7.50
West Des Moines	\$ 7.40
Johnston	\$ 7.05
Ankeny	\$ 6.50
Waukee	\$ 6.50
Grimes	\$ 6.38
Urbandale	\$ 6.00
Altoona	\$ 5.00
Pleasant Hill	\$ 3.50
Grimes Proposed FY 2023	\$ 6.38

No rate increase planned for FY 2023



Solid Waste Cash Flow Highlights

◆ Usage, Revenues & Expenditures

- 159 new solid waste customers (February 2021 to February 2022 +3.8%)
- Total solid waste revenues were up +5.87% over FY 2020
- Total operating expenses were down 4.8% vs FY 2020¹⁾

◆ Input Costs Effective July 1, 2022

- \$10.73 – Solid Waste fee
- \$4.32 – Recycling fee
- \$15.05 – City costs to provide services

◆ Inputs cost increases are metro wide due to the recent hauling RFP.

	Solid Waste
Waukee	\$ 17.00
Des Moines	\$ 15.66
Pleasant Hill	\$ 13.86
Norwalk	\$ 13.25
Johnston	\$ 13.21
Clive	\$ 13.20
West Des Moines	\$ 13.10
Urbandale	\$ 13.00
Altoona	\$ 11.83
Grimes	\$ 10.70
Ankeny ¹⁾	\$ 3.89
Grimes Proposed FY 2023	\$ 13.91

30% rate increase planned for FY 2023

- 1) The City Ankeny only offers recycling services. Fees listed are for recycling only.

1) Includes \$28,628 for 2 months of expenses paid out in FY 2022.



Metro Utility Rate Comparison¹⁾

Current Rate - Bill Comparison - Avg 4,000 gallons/mo					
By City	Water	Waste Water	Storm Water	Solid Waste	Total Bill
Waukee	\$ 40.92	\$ 50.03	\$ 6.50	\$ 17.00	\$ 114.45
Norwalk	\$ 36.44	\$ 48.82	\$ 7.50	\$ 13.25	\$ 106.01
Pleasant Hill	\$ 48.04	\$ 40.58	\$ 3.50	\$ 13.86	\$ 105.98
Des Moines	\$ 28.40	\$ 36.16	\$ 15.87	\$ 15.66	\$ 96.09
Johnston	\$ 41.96	\$ 33.34	\$ 7.05	\$ 13.21	\$ 95.56
Altoona	\$ 31.36	\$ 44.28	\$ 5.00	\$ 11.83	\$ 92.47
Clive	\$ 32.92	\$ 33.68	\$ 10.42	\$ 13.20	\$ 90.22
Grimes	\$ 42.42	\$ 30.60	\$ 6.38	\$ 10.70	\$ 90.10
Ankeny	\$ 32.97	\$ 43.33	\$ 6.50	\$ 3.89	\$ 82.80
West Des Moines	\$ 28.99	\$ 28.90	\$ 7.40	\$ 13.10	\$ 78.39
Urbandale	\$ 28.58	\$ 23.20	\$ 6.00	\$ 13.00	\$ 70.78
Grimes Proposed FY2023	\$ 43.46	\$ 32.88	\$ 6.38	\$ 13.91	\$ 96.63
Monthly Increase	\$ 1.04	\$ 2.28	\$ -	\$ 3.21	\$ 6.53
% Increase	2.5%	7.5%	0.0%	30.0%	7.2%

1) Rates include proposed July 1, 2022 rate increases for most metro communities. Final rates are subject to successfully completing the ordinance process.



APPENDIX

- Enterprise Fund Cash Flows
 - ✓ Sewer Cash Flow Analysis
 - ✓ Water Cash Flow Analysis
 - ✓ Storm Water Cash Flow Analysis
 - ✓ Solid Waste Cash Flow Analysis



Sewer Cash Flow Analysis

CITY OF GRIMES, IOWA

Sewer Enterprise Fund

WRA FY 2023 Budget as of =>

03-01-2022

EXHIBIT 1a

20 Year SRF Loan

Growth Assumptions	
Sewer Usage	7.85%
Interest Rate	1.00%
# Customer Meters	180
WRA Flow Growth	4.00%

SEWER REVENUE ADJUSTMENTS							
1-Jan-15	0.00%	1-Jan-19	0.00%	1-Aug-22	7.50%	1-Jul-26	7.50%
1-Jan-16	0.00%	15-Sep-19	15.50%	1-Jul-23	7.50%	1-Jul-27	4.00%
1-Jan-17	0.00%	1-Jul-20	15.00%	1-Jul-24	7.50%	1-Jul-28	4.00%
1-Jan-18	0.00%	1-Jul-21	0.00%	1-Jul-25	7.50%	1-Jul-29	4.00%

		Audit	Audit	Audit	2-year Budget	2-year Budget	Projected	Projected	Projected	Projected	Projected
		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Rates Effective	1	1/1/2019	9/15/2019	7/1/2020	7/1/2021	8/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Base Rate (Includes 1,000 gallons)	2	\$5.76	\$6.65	\$7.65	\$7.65	\$8.22	\$8.84	\$9.50	\$10.21	\$10.98	\$11.42
Rate per 1,000 gallons	3	\$5.76	\$6.65	\$7.65	\$7.65	\$8.22	\$8.84	\$9.50	\$10.21	\$10.98	\$11.42
Average Number of Meters	4	4,755	5,209	5,416	5,596	5,776	5,956	6,136	6,316	6,496	6,676
Average Customer Bill (4,000 Gallons)	5	\$23.04	\$26.60	\$30.60	\$30.60	\$32.88	\$35.36	\$38.00	\$40.84	\$43.92	\$45.68
Projected Change in Monthly Bill (4,000 Gallons)	6	\$0.00	\$3.56	\$4.00	\$0.00	\$2.28	\$2.48	\$2.64	\$2.84	\$3.08	\$1.76
Net Average \$\$ Per Meter	7	\$29.76	\$31.90	\$36.68	\$36.68	\$38.98	\$41.90	\$45.04	\$48.42	\$50.36	\$52.37
Net Average \$\$ Per < 1,000-Usage	8	\$5.17	\$5.75	\$6.97	\$6.97	\$7.50	\$8.06	\$8.66	\$9.31	\$10.01	\$10.41
SEWER Usage (1,000 gallons)	9	5.14%	4.66%	19.98%	7.85%	7.85%	7.85%	7.85%	7.85%	7.85%	7.85%
1st 1,000 Gallons Usage	10	57,054	62,513	64,986	67,146	69,306	71,466	73,626	75,786	77,946	80,106
Additional Usage (over 1,000 gallons)	11	264,876	274,403	339,244	368,816	400,879	435,629	473,276	514,047	558,189	605,966
Total Sewer Usage	12	321,930	336,916	404,230	435,962	470,185	507,095	546,902	589,833	636,135	686,072
OPERATING REVENUES	13	(2.02%)	32.97%	18.70%	12.74%	14.91%	10.13%	14.39%	14.57%	14.75%	11.35%
Usage Fees	14	\$1,369,270	\$1,578,338	\$2,366,078	\$2,572,330	\$3,005,652	\$3,511,156	\$4,100,683	\$4,787,995	\$5,589,083	\$6,310,163
Base Rate Revenues	15	328,631	415,711	497,143	513,667	569,695	631,759	699,447	773,775	855,847	914,811
Tapping Fees	16	333,273	692,408	311,183	500,000	550,000	400,000	400,000	400,000	400,000	400,000
Sales Tax	17	12,748	28,384	54,988	59,267	68,665	79,565	92,187	106,814	123,775	138,756
Late Charges & Misc.	18	23,623	34,457	34,004	34,004	34,004	34,004	34,004	34,004	34,004	34,004
Total Operating Revenues	19	\$2,067,545	\$2,749,298	\$3,263,395	\$3,679,267	\$4,228,016	\$4,656,484	\$5,326,321	\$6,102,589	\$7,002,709	\$7,797,734
OPERATING EXPENSES	20	13.09%	(2.93%)	15.79%	32.85%	29.21%	1.53%	4.15%	1.21%	2.44%	2.52%
Personnel Expenses	21	\$151,123	\$215,103	\$224,980	\$373,754	\$602,366	\$620,437	\$639,050	\$658,222	\$677,968	\$698,307
Repair/Maintenance/Utilities	22	298,624	309,961	400,235	654,850	839,175	734,960	757,009	779,719	803,111	827,204
WRA Net O&M Expenses	23	0	0	0	0	0	548,504	588,688	594,966	601,325	607,767
PY Adjustments	24	0	0	0	0	0	0	0	(27,160)	(28,720)	(28,720)
Offices Expenses	25	68,595	48,407	65,707	85,000	85,000	87,550	90,177	92,882	95,668	98,538
Sales Tax	26	14,844	28,829	52,391	35,000	69,948	72,046	74,208	76,434	78,727	81,089
Contractual	27	520,287	420,286	440,697	424,360	436,000	0	0	0	0	0
Total Operating Expense	28	\$1,053,473	\$1,022,586	\$1,184,009	\$1,572,964	\$2,032,489	\$2,063,498	\$2,149,131	\$2,175,062	\$2,228,079	\$2,284,185
NET OPERATING REV	29	\$1,014,072	\$1,726,712	\$2,079,386	\$2,106,303	\$2,195,527	\$2,592,986	\$3,177,190	\$3,927,526	\$4,774,630	\$5,513,549
WRA Non-Operating Expenses	30	\$67,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	31	30,973	28,981	43,267	56,760	71,358	70,980	66,735	64,570	64,508	69,151
Revenue Available for Debt Service	32	\$1,112,545	\$1,755,693	\$2,122,653	\$2,163,063	\$2,266,885	\$2,663,966	\$3,243,926	\$3,992,096	\$4,839,139	\$5,582,700

CITY OF GRIMES, IOWA

Sewer Enterprise Fund

WRA FY 2023 Budget as of =>

03-01-2022

EXHIBIT 1a

20 Year SRF Loan

Growth Assumptions	
Sewer Usage	7.85%
Interest Rate	1.00%
# Customer Meters	180
WRA Flow Growth	4.00%

SEWER REVENUE ADJUSTMENTS							
1-Jan-15	0.00%	1-Jan-19	0.00%	1-Aug-22	7.50%	1-Jul-26	7.50%
1-Jan-16	0.00%	15-Sep-19	15.50%	1-Jul-23	7.50%	1-Jul-27	4.00%
1-Jan-17	0.00%	1-Jul-20	15.00%	1-Jul-24	7.50%	1-Jul-28	4.00%
1-Jan-18	0.00%	1-Jul-21	0.00%	1-Jul-25	7.50%	1-Jul-29	4.00%

		Audit	Audit	Audit	2-year Budget	2-year Budget	Projected	Projected	Projected	Projected	Projected
		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Revenue Available for Debt Service	33	\$1,112,545	\$1,755,693	\$2,122,653	\$2,163,063	\$2,266,885	\$2,663,966	\$3,243,926	\$3,992,096	\$4,839,139	\$5,582,700
Sewer Debt Service											
Sewer Revenue Bonds, Series 2000 (SRF)	34	\$380,400	\$388,240	\$396,780	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Revenue Bonds, Series 2016 (SRF)	35	187,204	202,553	202,928	203,250	203,520	204,738	204,885	204,980	205,023	206,013
Proposed Rev SRF Debt - WRA Connection	36	0	0	0	0	116,625	613,688	855,138	1,254,900	1,494,900	1,729,900
Total Local Sewer Revenue Debt	37	\$567,604	\$590,793	\$599,708	\$203,250	\$320,145	\$818,425	\$1,060,023	\$1,459,880	\$1,699,923	\$1,935,913
Total Existing WRA Debt	38	\$0	\$0	\$0	\$0	\$951,487	\$949,765	\$952,873	\$954,729	\$956,853	\$959,192
Total Pending WRA Debt	39	0	0	0	0	0	99,827	167,462	168,344	168,316	168,348
Total Future WRA Debt	40	0	0	0	0	0	18,406	75,375	174,105	266,093	366,794
WRA Debt Adjustments	41	0	0	0	0	(35,248)	(34,803)	(36,087)	(36,087)	(36,087)	(36,087)
Total WRA Debt	42	\$0	\$0	\$0	\$0	\$916,239	\$1,033,195	\$1,159,623	\$1,261,091	\$1,355,175	\$1,458,246
Total Revenue Debt	43	\$567,604	\$590,793	\$599,708	\$203,250	\$1,236,384	\$1,851,620	\$2,219,645	\$2,720,971	\$3,055,097	\$3,394,159
Reserved	44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt paid by Sewer	45	\$567,604	\$590,793	\$599,708	\$203,250	\$1,236,384	\$1,851,620	\$2,219,645	\$2,720,971	\$3,055,097	\$3,394,159
Debt Service Coverage					WRA & SRF Coverage needs to be at least 1.10x						
Net Revenues/ Revenue Debt	46	1.96	2.97	3.54	10.64	1.83	1.44	1.46	1.47	1.58	1.64
Net Revenues/ All Debt	47	1.96	2.97	3.54	10.64	1.83	1.44	1.46	1.47	1.58	1.64
CASHFLOW AFTER DEBT	48	\$544,941	\$1,164,900	\$1,522,946	\$1,959,813	\$1,030,501	\$812,346	\$1,024,280	\$1,271,125	\$1,784,041	\$2,188,541
Capital Outlays	49	(67,500)	0	0	(38,541,702)	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)
Other cash (uses)/sources	50	(19,767)	(5,982)	(6,356)	0	0	0	0	0	0	0
WRA CIP/R&R Reserve	51	0	0	(606,953)	0	(133,845)	(149,380)	(157,960)	(157,960)	(157,960)	(157,960)
WRA Equipment & Insurance	52	0	0	0	0	(1,806)	(60,619)	(10,797)	(4,021)	(4,021)	(4,021)
WRA Surcharges	53	0	0	0	0	(582,680)	(673,560)	(719,060)	(763,060)	(805,560)	(846,560)
WRA Working Capital Reserve	54	0	0	0	0	0	(3,214)	(3,037)	(2,197)	(2,226)	(2,255)
Bond Proceeds	55	0	0	0	38,041,702	0	0	0	0	0	0
Transfers (to)/from Restricted	56	(3,028)	(2,500)	(483,036)	0	0	462,714	(41,777)	(27,844)	(28,255)	(23,064)
Transfers (to)/from Capital Projects	57	(200,000)	(200,000)	0	0	0	0	0	0	0	0
Annual Surplus/ (Deficit)	58	\$254,646	\$956,418	\$426,601	\$1,459,813	(\$37,829)	\$38,287	(\$258,351)	(\$33,957)	\$436,020	\$804,681
Beginning Cash Balance	59	\$3,390,627	\$3,645,273	\$4,601,691	\$5,028,292	\$6,488,105	\$6,450,276	\$6,488,563	\$6,230,212	\$6,196,255	\$6,632,274
Ending Cash Balance	60	\$3,645,273	\$4,601,691	\$5,028,292	\$6,488,105	\$6,450,276	\$6,488,563	\$6,230,212	\$6,196,255	\$6,632,274	\$7,436,956
Cash % of O&M (net of depr)	61	346%	450%	425%	412%	317%	314%	290%	285%	298%	326%

CITY OF GRIMES, IOWA

Sewer Enterprise Fund

WRA FY 2023 Budget as of =>

03-01-2022

EXHIBIT 1a

20 Year SRF Loan

Growth Assumptions	
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1-Jan-17	0.00%	1-Jul-20	15.00%	1-Jul-24	7.50%	1-Jul-28	4.00%
1-Jan-18	0.00%	1-Jul-21	0.00%	1-Jul-25	7.50%	1-Jul-29	4.00%

		Audit	Audit	Audit	2-year Budget	2-year Budget	Projected	Projected	Projected	Projected	Projected
		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Restricted & Designated											
Sewer Sinking Fund (610)	62	\$162,148	\$164,648	\$647,684	\$647,684	\$647,684	\$184,970	\$226,748	\$254,591	\$282,847	\$305,911
Debt Service Reserve Fund	63	0	0	0	0	0	0	0	0	0	0
Total Restricted & Designated	64	\$162,148	\$164,648	\$647,684	\$647,684	\$647,684	\$184,970	\$226,748	\$254,591	\$282,847	\$305,911
Total Cash	65	\$3,807,421	\$4,766,339	\$5,675,976	\$7,135,790	\$7,097,960	\$6,673,533	\$6,456,959	\$6,450,846	\$6,915,121	\$7,742,867
Sewer Capital Outlays											
Sewer Connection to the WRA	66	0	0	0	40,092,487	0	0	0	0	0	0
Annual I & I Improvements	67	0	0	0	0	350,000	350,000	350,000	350,000	350,000	350,000
Total	68	0	0	0	40,092,487	350,000	350,000	350,000	350,000	350,000	350,000

City of Grimes, Iowa

Proposed Sewer Revenue SRF Loan, Series 2022

EXHIBIT 2a

SOURCES & USES	
SOURCES	
Par Amount of Bonds	38,195,000.00
Accrued Interest	0.00
Total Sources	38,195,000.00
USES	
Deposit to Construction Account	38,041,702.00
Debt Service Reserve Fund	
SRF Loan Initiation Fee (\$5.00/bond)	100,000.00
Costs of Issuance	50,875.00
Rounding Amount	2,423.00
Total Uses	38,195,000.00
ASSUMPTIONS	
Dated Date	5/1/2022
Delivery Date	5/1/2022
First Interest Date	12/1/2022
Average Life	12.53 Years

PROJECT FUNDED	
Phase 1	\$ 8,899,364
Phase 2	\$ 9,459,450
Phase 3	\$ 6,251,016
Phase 4	\$ 8,068,100
V&K Engineering	\$ 1,305,435
Easements	\$ 600,000
Contingency (10%)	\$ 3,458,337
Plus Non-SRF Eligible Costs	\$ 2,050,785
Total Project Cost:	\$ 40,092,487
Less Cash on Hand	(\$2,050,785)
Less Other Sources	\$0
Total SRF Loan:	\$ 38,041,702

IUP Approved Amount: \$ 22,800,000

WRA Connection					
DEBT SERVICE SCHEDULE					
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/1/2022			23,750	23,750	0
6/1/2023		2.000%	92,875	92,875	116,625
12/1/2023			188,500	188,500	0
6/1/2024	200,000	2.000%	225,188	425,188	613,688
12/1/2024			225,188	225,188	0
1.1 6/1/2025	250,000	2.000%	379,950	629,950	855,138
12/1/2025			377,450	377,450	0
2.1 6/1/2026	500,000	2.000%	377,450	877,450	1,254,900
12/1/2026			372,450	372,450	0
3.1 6/1/2027	750,000	2.000%	372,450	1,122,450	1,494,900
12/1/2027			364,950	364,950	0
4.1 6/1/2028	1,000,000	2.000%	364,950	1,364,950	1,729,900
12/1/2028			354,950	354,950	0
5.1 6/1/2029	1,250,000	2.000%	354,950	1,604,950	1,959,900
12/1/2029			342,450	342,450	0
6.1 6/1/2030	1,500,000	2.000%	342,450	1,842,450	2,184,900
12/1/2030			327,450	327,450	0
7.1 6/1/2031	2,050,000	2.000%	327,450	2,377,450	2,704,900
12/1/2031			306,950	306,950	0
8.1 6/1/2032	2,091,000	2.000%	306,950	2,397,950	2,704,900
12/1/2032			286,040	286,040	0
9.1 6/1/2033	2,133,000	2.000%	286,040	2,419,040	2,705,080
12/1/2033			264,710	264,710	0
10.1 6/1/2034	2,175,000	2.000%	264,710	2,439,710	2,704,420
12/1/2034			242,960	242,960	0
11.1 6/1/2035	2,219,000	2.000%	242,960	2,461,960	2,704,920
12/1/2035			220,770	220,770	0
12.1 6/1/2036	2,263,000	2.000%	220,770	2,483,770	2,704,540
12/1/2036			198,140	198,140	0
13.1 6/1/2037	2,308,000	2.000%	198,140	2,506,140	2,704,280
12/1/2037			175,060	175,060	0
14.1 6/1/2038	2,354,000	2.000%	175,060	2,529,060	2,704,120
12/1/2038			151,520	151,520	0
15.1 6/1/2039	2,402,000	2.000%	151,520	2,553,520	2,705,040
12/1/2039			127,500	127,500	0
16.1 6/1/2040	2,450,000	2.000%	127,500	2,577,500	2,705,000
12/1/2040			103,000	103,000	0
17.1 6/1/2041	2,499,000	2.000%	103,000	2,602,000	2,705,000
12/1/2041			78,010	78,010	0
18.1 6/1/2042	2,549,000	2.000%	78,010	2,627,010	2,705,020
12/1/2042			52,520	52,520	0
19.1 6/1/2043	2,600,000	2.000%	52,520	2,652,520	2,705,040
12/1/2043			26,520	26,520	0
20.1 6/1/2044	2,652,000	2.000%	26,520	2,678,520	2,705,040
12/1/2044			0	0	0
	0	0	0	0	0
	38,195,000		9,882,250	48,077,250	48,077,250
Scale : SRF Rate: 2.00% = 1.75% + 0.25% Servicing Fee					



Water Cash Flow Analysis

Table with 2 columns: Growth Assumptions, Values. Rows include Operating Expenses (Various), Interest Rate (1.00%), New Customer Growth (180), and Average Annual Water Sales Growth (7.85%).

Table with 6 columns: HISTORICAL/PROPOSED WATER REVENUE ADJUSTMENTS. Rows show rate adjustments for various dates from 1-Jan-17 to 1-Jul-27, with values ranging from 0.00% to 2.50%.

Main data table with 11 columns: FISCAL YEAR ENDING, 6/30/2019, 6/30/2020, 6/30/2021, 6/30/2022, 6/30/2023, 6/30/2024, 6/30/2025, 6/30/2026, 6/30/2027, 6/30/2028. Rows include Monthly Meter Rental Rates (5/8" to 4" meters), Water User Rates (Rate Per 1,000 Gallons, Linweld Rate, Thorpe Rate), Number of Customers (Average Number, Project New Customers, Percentage Growth), Billing and Pumpage (Regular Water Billed, Linweld Water Billed, Thorpe Billing, City Usage), Average Residential Bill, and Avg Revenue Per 1,000 Gallons Sold.

CITY OF GRIMES, IOWA
Water Enterprise Fund

EXHIBIT 1

Growth Assumptions	
Operating Expenses	Various
Interest Rate	1.00%
New Customer Growth	180
Average Annual Water Sales Growth	7.85%

HISTORICAL/ <i>PROPOSED</i> WATER REVENUE ADJUSTMENTS					
1-Jan-17	3.73%	1-Jul-20	15.00%	1-Jul-24	2.50%
1-Jan-18	3.73%	1-Jul-21	0.00%	1-Jul-25	2.50%
1-Jan-19	3.72%	1-Aug-22	2.50%	1-Jul-26	2.50%
1-Sep-19	6.00%	1-Jul-23	2.50%	1-Jul-27	2.50%

		Audit	Audit	Audit	2-Year Budget	2-Year Budget	Projected	Projected	Projected	Projected	Projected
	FISCAL YEAR ENDING	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
OPERATING REVENUES											
		4.9%	21.5%	57.6%	7.9%	10.1%	10.5%	10.5%	10.5%	10.5%	10.5%
Water Sales	24	2,336,155	2,838,838	4,473,752	4,826,092	5,313,377	5,873,739	6,493,198	7,177,987	7,934,995	8,771,839
Linwood (Matheson) Water Sales	25	174,989	133,176	0	0	0	0	0	0	0	0
Gould Heights/Thorpe Water Sales	26	129,067	164,370	132,131	234,623	267,962	267,794	267,627	267,460	267,460	267,460
Sales Tax / Excise Tax	27	158,232	174,744	257,460	303,643	334,880	368,492	405,649	446,727	492,147	542,358
Tapping/Connection Fees	28	217,182	480,523	196,172	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Outside Meters/Meter/Remote Connect	29	0	0	71,125	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Meter Rental	30	41,067	106,439	82,912	80,000	80,000	80,000	80,000	80,000	80,000	80,000
Deposits	31	35,745	39,049	60,735	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Other / Miscellaneous Revenues	32	197,109	242,887	194,013	194,301	123,020	123,020	123,020	123,020	123,020	123,020
Total Operating Revenues	33	\$3,289,546	\$4,180,026	\$5,468,300	\$6,003,659	\$6,484,239	\$7,078,045	\$7,734,494	\$8,460,193	\$9,262,622	\$10,149,677
% Change	34	0.9%	27.1%	30.8%	9.8%	8.0%	9.2%	9.3%	9.4%	9.5%	9.6%
OPERATING EXPENSES											
Existing Operating Expenses	35	5.4%	(0.2%)	3.3%	39.0%	9.9%	7.1%	6.0%	6.0%	6.1%	6.1%
Personnel	36	158,490	213,786	222,830	366,650	593,689	631,116	670,956	713,367	758,520	806,595
Maintenance	37	960,190	891,303	806,672	1,154,300	1,099,500	1,176,465	1,258,818	1,346,935	1,441,220	1,542,106
Sales Tax	38	147,009	175,175	251,193	270,000	300,765	368,492	405,649	446,727	492,147	542,358
Admin & General Operating	39	136,088	172,836	212,694	388,550	443,000	456,290	469,979	484,078	498,600	513,558
Contractual	40	476,478	421,841	442,989	513,000	523,000	538,690	554,851	571,496	588,641	606,300
Other / Miscellaneous Expenses	41	-	-	-	-	-	-	-	-	-	-
Total Operating Expenses	42	\$1,878,254	\$1,874,941	\$1,936,378	\$2,692,500	\$2,959,954	\$3,171,053	\$3,360,252	\$3,562,603	\$3,779,129	\$4,010,917
% Change	43	5.4%	(0.2%)	3.3%	39.0%	9.9%	7.1%	6.0%	6.0%	6.1%	6.1%
REVENUE AVAILABLE FOR DEBT SERVICE											
Net Operating Revenue	44	\$1,411,292	\$2,305,085	\$3,531,922	\$3,311,159	\$3,524,285	\$3,906,992	\$4,374,242	\$4,897,590	\$5,483,492	\$6,138,760
Interest on Reserves	45	44,552	26,226	18,216	0	0	0	0	0	0	0
Miscellaneous Receipts	46	21,223	0	0	0	0	0	0	0	0	0
Net Revenue for Debt Service	47	\$1,477,067	\$2,331,310	\$3,550,138	\$3,311,159	\$3,524,285	\$3,906,992	\$4,374,242	\$4,897,590	\$5,483,492	\$6,138,760

CITY OF GRIMES, IOWA

Water Enterprise Fund

EXHIBIT 1

Growth Assumptions	
Operating Expenses	Various
Interest Rate	1.00%
New Customer Growth	180
Average Annual Water Sales Growth	7.85%

HISTORICAL/ PROPOSED WATER REVENUE ADJUSTMENTS					
1-Jan-17	3.73%	1-Jul-20	15.00%	1-Jul-24	2.50%
1-Jan-18	3.73%	1-Jul-21	0.00%	1-Jul-25	2.50%
1-Jan-19	3.72%	1-Aug-22	2.50%	1-Jul-26	2.50%
1-Sep-19	6.00%	1-Jul-23	2.50%	1-Jul-27	2.50%

		Audit	Audit	Audit	2-Year Budget	2-Year Budget	Projected	Projected	Projected	Projected	Projected
FISCAL YEAR ENDING		6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
		(1.8%)	57.8%	52.3%	(6.7%)	6.4%	10.9%	12.0%	12.0%	12.0%	11.9%
WATER REVENUE DEBT											
2000A (SRF)	48	42,232	42,512	43,774	-	-	-	-	-	-	-
2000B (SRF)	49	360,062	365,924	371,570	-	-	-	-	-	-	-
2013 (SRF)	50	129,100	129,180	128,220	128,240	129,220	129,140	129,020	128,860	128,660	128,420
2016 (SRF)	51	34,670	33,780	34,300	33,800	34,300	33,780	34,260	34,720	34,160	34,600
2019-1 SRF (Jordan Well)	52	1,539	247,630	251,064	237,682	237,980	237,560	237,080	236,540	235,940	235,280
2019-2 (Wtr Twr SRF)	53	-	33,774	226,683	232,880	232,680	232,420	232,100	232,720	232,260	232,740
2019-3 (Mains SRF)	54	-	87,473	93,873	95,160	94,820	95,460	95,060	94,640	94,200	94,740
2020-4 (Plant SRF)	55	-	35,211	213,162	1,027,033	1,307,700	1,308,100	1,308,140	1,307,820	1,308,140	1,308,080
Proposed Series 2024	56						58,758	415,020	414,540	414,960	414,260
Proposed Series 2028	57										63,208
Reserved	58	-	-	-	-	-	-	-	-	-	-
Total Revenue Debt Payments	59	\$567,604	\$975,484	\$1,362,647	\$1,754,795	\$2,036,700	\$2,095,218	\$2,450,680	\$2,449,840	\$2,448,320	\$2,511,328
Total Water Revenue Debt	60	\$567,604	\$975,484	\$1,362,647	\$1,754,795	\$2,036,700	\$2,095,218	\$2,450,680	\$2,449,840	\$2,448,320	\$2,511,328
Debt Service Coverage											
Net Revenues/ Revenue Debt	61	2.60x	2.39x	2.61x	1.89x	1.73x	1.86x	1.78x	2.00x	2.24x	2.44x
O&M Cost per 1,000 Sold	62	\$6.31	\$5.53	\$4.39	\$5.66	\$5.77	\$5.73	\$5.63	\$5.54	\$5.45	\$5.36
Debt Service Cost per 1,000 Sold	63	\$1.91	\$2.88	\$3.09	\$3.69	\$3.97	\$3.79	\$4.11	\$3.81	\$3.53	\$3.36
Total Cost per 1,000 Sold	64	\$8.21	\$8.40	\$7.48	\$9.35	\$9.74	\$9.52	\$9.74	\$9.35	\$8.98	\$8.72
Cashflow After Debt	65	\$909,463	\$1,355,826	\$2,187,491	\$1,556,364	\$1,487,585	\$1,811,774	\$1,923,562	\$2,447,750	\$3,035,172	\$3,627,431
OTHER FINANCING SOURCES (USES)											
Transfer Out to Capital Projects	66	(436,300)	(200,000)	0	0	0	0	0	0	0	0
Capital Outlays	67	0	0	0	0	0	(10,900,000)	(700,000)	(600,000)	(600,000)	(15,600,000)
Bond Proceeds	68	0	100,000	0	0	0	7,000,000	0	0	-	7,500,000
Transfer to/(from) Restricted	69	(1,896)	(472,890)	(242,343)	117,601	(23,407)	(142,185)	336	608	(25,203)	(153,029)
Other Sources (Uses)	70	(36,698)	(68,542)	(24,954)	0	0	0	0	0	-	-
Annual Surplus/ (Deficit)	71	\$434,569	\$714,394	\$1,920,194	\$1,673,965	\$1,464,177	(\$2,230,411)	\$1,223,898	\$1,848,358	\$2,409,969	(\$4,625,597)
Beginning Cash Balance	72	\$3,226,119	\$3,660,688	\$4,375,082	\$6,295,276	\$7,969,241	\$9,433,419	\$7,203,008	\$8,426,906	\$10,275,263	\$12,685,232
Ending Cash Balance	73	\$3,660,688	\$4,375,082	\$6,295,276	\$7,969,241	\$9,433,419	\$7,203,008	\$8,426,906	\$10,275,263	\$12,685,232	\$8,059,635
Cash % of O&M (net of depr)	74	195%	233%	325%	296%	319%	227%	251%	288%	336%	201%
Restricted & Invested Funds											
Sinking Fund (Debt Service)	75	217,048	550,851	757,373	814,680	838,087	980,272	979,936	979,328	1,004,531	1,157,560
Customer Meter Deposits	76	0	139,087	174,908	0	0	0	0	0	0	0
Total Restricted Funds	77	217,048	689,938	932,281	814,680	838,087	980,272	979,936	979,328	1,004,531	1,157,560
Total Cash and Investments	78	3,877,736	5,065,020	7,227,557	8,783,921	10,271,506	8,183,280	9,406,842	11,254,591	13,689,764	9,217,195

Growth Assumptions	
Operating Expenses	Various
Interest Rate	1.00%
New Customer Growth	180
Average Annual Water Sales Growth	7.85%

HISTORICAL/ <i>PROPOSED</i> WATER REVENUE ADJUSTMENTS					
1-Jan-17	3.73%	1-Jul-20	15.00%	1-Jul-24	2.50%
1-Jan-18	3.73%	1-Jul-21	0.00%	1-Jul-25	2.50%
1-Jan-19	3.72%	1-Aug-22	2.50%	1-Jul-26	2.50%
1-Sep-19	6.00%	1-Jul-23	2.50%	1-Jul-27	2.50%

	Audit	Audit	Audit	2-Year Budget	2-Year Budget	Projected	Projected	Projected	Projected	Projected
FISCAL YEAR ENDING	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
CAPITAL IMPROVEMENT PLAN										
<u>Water Supply</u>										
Annual Water Main Replacement		0	0	0	0	600,000	600,000	600,000	600,000	600,000
19th St and County Line Road Water Main		0	0	0	0	3,700,000	0	0		
North County Line Water Main		0	0	0	0	2,900,000	0	0	0	0
Ground Storage Reservoir		0	0	0	0	2,200,000	0	0	0	0
James Street - WTP Water Main		0	0	0	0	1,500,000	0	0		
Water Tower Property Acquisition		0	0	0	0	0	100,000	0		
Water Treatment Plant Expansion		0	0	0	0	0	0	0	0	15,000,000
Total Cost of Improvements		-	-	-	-	10,900,000	700,000	600,000	600,000	15,600,000

City of Grimes, Iowa

Proposed Water Revenue Bonds, Series 2024 (SRF Loan)

EXHIBIT 5

Water Main Ext & Other Distrib. Imprvmnts

SOURCES & USES	
SOURCES	
Par Amount of Bonds	7,051,000.00
Accrued Interest	0.00
Total Sources	7,051,000.00
USES	
Deposit to Construction Account	7,000,000.00
Debt Service Reserve Fund	
SRF Loan Initiation Fee (\$5.00 per bond)	35,255.00
Costs of Issuance	15,625.00
Rounding Amount	120.00
Total Uses	7,051,000.00
ASSUMPTIONS	
Dated Date	1/1/2024
Delivery Date	1/1/2024
First Interest Date	6/1/2024
Average Life	9.75 Years

PROJECTS FINANCED:	
19th St and County Ln Rd Water Main	3,700,000
North County Line Water Main	2,900,000
Ground Storage Reservoir	2,200,000
James Street - WTP Water Main	1,500,000
Cash Contribution	(3,300,000)
	7,000,000

DEBT SERVICE SCHEDULE						
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service	
0.4	6/1/2024	0	2.000%	58,758	58,758	58,758
	12/1/2024			70,510	70,510	0
1.4	6/1/2025	274,000	2.000%	70,510	344,510	415,020
	12/1/2025			67,770	67,770	0
2.4	6/1/2026	279,000	2.000%	67,770	346,770	414,540
	12/1/2026			64,980	64,980	0
3.4	6/1/2027	285,000	2.000%	64,980	349,980	414,960
	12/1/2027			62,130	62,130	0
4.4	6/1/2028	290,000	2.000%	62,130	352,130	414,260
	12/1/2028			59,230	59,230	0
5.4	6/1/2029	296,000	2.000%	59,230	355,230	414,460
	12/1/2029			56,270	56,270	0
6.4	6/1/2030	302,000	2.000%	56,270	358,270	414,540
	12/1/2030			53,250	53,250	0
7.4	6/1/2031	308,000	2.000%	53,250	361,250	414,500
	12/1/2031			50,170	50,170	0
8.4	6/1/2032	314,000	2.000%	50,170	364,170	414,340
	12/1/2032			47,030	47,030	0
9.4	6/1/2033	320,000	2.000%	47,030	367,030	414,060
	12/1/2033			43,830	43,830	0
10.4	6/1/2034	327,000	2.000%	43,830	370,830	414,660
	12/1/2034			40,560	40,560	0
11.4	6/1/2035	333,000	2.000%	40,560	373,560	414,120
	12/1/2035			37,230	37,230	0
12.4	6/1/2036	340,000	2.000%	37,230	377,230	414,460
	12/1/2036			33,830	33,830	0
13.4	6/1/2037	347,000	2.000%	33,830	380,830	414,660
	12/1/2037			30,360	30,360	0
14.4	6/1/2038	354,000	2.000%	30,360	384,360	414,720
	12/1/2038			26,820	26,820	0
15.4	6/1/2039	361,000	2.000%	26,820	387,820	414,640
	12/1/2039			23,210	23,210	0
16.4	6/1/2040	368,000	2.000%	23,210	391,210	414,420
	12/1/2040			19,530	19,530	0
17.4	6/1/2041	375,000	2.000%	19,530	394,530	414,060
	12/1/2041			15,780	15,780	0
18.4	6/1/2042	383,000	2.000%	15,780	398,780	414,560
	12/1/2042			11,950	11,950	0
19.4	6/1/2043	391,000	2.000%	11,950	402,950	414,900
	12/1/2043			8,040	8,040	0
20.4	6/1/2044	398,000	2.000%	8,040	406,040	414,080
	12/1/2044			4,060	4,060	0
21.4	6/1/2045	406,000	2.000%	4,060	410,060	414,120
	12/1/2045			0	0	0
22.4	6/1/2046			0	0	0
	12/1/2046					
23.4	6/1/2047					
				7,051,000	1,711,838	8,762,838
				Scale : SRF Rate: 2.00% = 1.75% + 0.25% Servicing Fee		

Water Revenue Bonds, Series 2028 (SRF Loan)

PROJECTS FINANCED:	
Water Treatment Plant Expansion	15,000,000
Less Cash Reserves	(7,500,000)
Reserved	
	7,500,000



Storm Water Cash Flow Analysis

CITY OF GRIMES, IOWA

Storm Water Enterprise Fund

EXHIBIT 1

Growth Assumptions	
ERL Growth	4.00%
Operating Expenses - Plant	3.00%
Interest Rate	0.15%

STORMWATER REVENUE ADJUSTMENTS					
1-Jul-17	0.00%	1-Jul-21	0.00%	1-Jul-25	0.00%
1-Jul-18	0.00%	1-Jul-22	0.00%	1-Jul-26	0.00%
1-Jul-19	0.00%	1-Jul-23	0.00%	1-Jul-27	0.00%
1-Jul-20	0.00%	1-Jul-24	0.00%		

	Audited	Audited	Audited	Budget	Budget	Projected	Projected	Projected	Projected:	Projected:
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Rates: (Per Month/per ERL)										
Undeveloped 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family/Duplex/Townhome 2	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38
Mobile Home/Apartment 3	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19
Non-Residential (up to 40 ERL) 4	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38
	249	231	200	163	205	213	222	231	240	250
Avg. # of Residential Customers 5	4,137	4,339	4,515	5,129	5,334	5,548	5,769	6,000	6,240	6,490
Avg. # of Commercial Customers 6	305	322	333	333	333	333	333	333	333	333
Avg. # of 1/2 Residential Customers 7	428	439	452	0	0	0	0	0	0	0
Avg. # of Government Customers 8	0	0	0	494	494	494	494	494	494	494
Total Monthly Customers 9	4,869	5,100	5,299	5,462	5,667	5,880	6,102	6,333	6,573	6,823
Average \$\$ Per ERL 10	\$10.59	\$10.87	\$11.07	\$11.07	\$11.07	\$11.07	\$11.07	\$11.07	\$11.07	\$11.07
Operating Revenues	10.14%	7.57%	5.85%	3.07%	3.76%	3.77%	3.77%	3.78%		
Charges for Services 11	\$618,535	\$665,345	\$704,246	\$725,841	\$753,106	\$781,461	\$810,950	\$841,619	\$873,163	\$906,321
Construction Permit Plan/Easements 12	8,400	4,050	0	5,500	0	0	0	0	0	\$0
Penalties 13	717	1,014	1,070	500	750	750	750	750	750	750
Sales Tax 14	13,772	15,952	18,627	19,500	20,000	20,000	20,000	20,000	20,000	20,000
Miscellaneous 15	5,673	0	14,000	8,910	14,000	14,000	14,000	14,000	14,000	14,000
Total Operating Revenues 16	\$647,097	\$686,361	\$737,943	\$760,251	\$787,856	\$816,211	\$845,700	\$876,369	\$907,913	\$941,071
Operating Expenses	67.33%	9.68%	(1.3%)	130.75%	3.46%	3.00%	3.00%	3.00%	3.00%	3.00%
Personnel 17	-	\$58,132	\$69,800	\$204,610	241,171	\$248,406	\$255,858	\$263,534	\$271,440	\$279,583
R&M 18	47,096	82,881	61,720	266,550	252,000	259,560	267,347	275,367	283,628	292,137
Contractual 19	199,783	128,445	133,601	159,700	159,700	164,491	169,426	174,509	179,744	185,136
Taxes 20	13,583	16,225	16,727	19,500	20,000	20,600	21,218	21,855	22,510	23,185
Total Operating Expense 21	\$260,462	\$285,683	\$281,848	\$650,360	\$672,871	\$693,057	\$713,849	\$735,264	\$757,322	\$780,042
Net Operating Income 22	\$386,636	\$400,678	\$456,095	\$109,891	\$114,985	\$123,154	\$131,851	\$141,104	\$150,591	\$161,030
Interest Income 23	8,289	599	125	250	3,385	3,412	3,452	3,505	3,572	3,653
Net Revenue for Debt 24	\$394,925	\$401,277	\$456,220	\$110,141	\$118,369	\$126,566	\$135,303	\$144,609	\$154,163	\$164,683
Capital Outlays 39	\$0	\$0	(\$155,195)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bond Proceeds or Grants 40	29,810	6,231	0	0	0	0	0	0	0	0
Transfers(Out)/In 41	(100,000)	(200,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Other Sources/(Uses) 42	1	0	(660)	0	0	0	0	0	0	0
Annual Surplus/ (Deficit) 43	\$324,736	\$207,508	\$200,365	\$10,141	\$18,369	\$26,566	\$35,303	\$44,609	\$54,163	\$64,683
Beginning Cash Balance 44	\$1,513,623	\$1,838,358	\$2,045,866	\$2,246,231	\$2,256,373	\$2,274,742	\$2,301,308	\$2,336,611	\$2,381,220	\$2,435,383
Ending Cash Balance 45	\$1,838,358	\$2,045,866	\$2,246,231	\$2,256,373	\$2,274,742	\$2,301,308	\$2,336,611	\$2,381,220	\$2,435,383	\$2,500,066
Cash Balance as % of O & M 46	706%	716%	797%	347%	338%	332%	327%	324%	322%	321%



Solid Waste Cash Flow Analysis

City of Grimes, Iowa
Solid Waste Fund

EXHIBIT 1

Growth Rate Assumptions:	
Interest Rate	0.00%
No. of Customers	50
Garbage Contract Increase	4.0%
Other Operating Expense Growth	2.0%

Garbage Revenue Adjustments					
7/1/2017	0.0%	7/1/2021	0.0%	7/1/2025	4.0%
7/1/2018	0.0%	8/1/2022	30.0%	7/1/2026	4.0%
7/1/2019	0.0%	7/1/2023	4.0%	7/1/2027	5.0%
7/1/2020	0.0%	7/1/2024	4.0%		

	Audit	Audit	Audit	Budget	Budget	Projection	Projection	Projection	Projection	Projection
	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending
	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
CUSTOMER FEES										
<u>Solid Waste Fees:</u>					8/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Garbage & Recycling 1	\$10.70	\$10.70	\$10.70	\$10.70	\$13.91	\$14.47	\$15.05	\$15.65	\$16.27	\$17.09
Average # of Customers 2	51	94	508	188	50	50	50	50	50	50
Avg Revenue/Customer/Month 3	\$10.16	\$11.87	\$10.96	\$10.96	\$13.71	\$14.25	\$14.82	\$15.42	\$16.03	\$16.83
OPERATING REVENUES 4	4.69%	20.03%	5.87%	4.71%	26.50%	5.23%	5.22%	5.20%	5.19%	6.19%
Charges for Services 5	\$412,906	\$495,616	\$524,705	\$549,440	\$695,023	\$731,376	\$769,526	\$809,557	\$851,559	\$904,238
Metro Waste Host Fees 6	14,000	14,000	14,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Solid Waste Compost Fees 7	15,044	17,064	20,787	8,559	18,000	18,000	18,000	18,000	18,000	18,000
Late Charges 8	503	829	850	500	500	500	500	500	500	500
Sales Tax Collected 9	3	21	172	21	50	50	50	50	50	50
Misc & Other Rev 10	0	10	0	0	0	0	0	0	0	0
Total Operating Revenues 11	\$442,455	\$527,539	\$560,514	\$571,521	\$726,573	\$762,926	\$801,076	\$841,107	\$883,109	\$935,788
OPERATING EXPENSES	6.60%	9.07%	(9.34%)	21.35%	30.35%	4.00%	4.00%	4.00%	4.00%	4.00%
Garbage Contract 12	\$580,454	\$633,094	\$573,936	\$695,000	\$906,431	\$942,688	\$980,396	\$1,019,612	\$1,060,396	\$1,102,812
Office Expense 13	0	0	0	1,500	1,500	1,530	1,561	1,592	1,624	1,656
Postage 14	0	0	0	0	0	0	0	0	0	0
Sales Tax 15	0	0	54	54	54	54	54	54	54	54
Miscellaneous 16	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses 17	\$580,454	\$633,094	\$573,990	\$696,554	\$907,985	\$944,272	\$982,010	\$1,021,257	\$1,062,074	\$1,104,522
NET OPERATING REVENUE 18	(\$137,999)	(\$105,555)	(\$13,476)	(\$125,033)	(\$181,412)	(\$181,346)	(\$180,935)	(\$180,151)	(\$178,965)	(\$168,734)
Other Financing Sources/(Uses)										
Bond, Loan & Note Proceeds 19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Transfer In 20	250,000	234,000	243,053	202,000	168,605	168,605	168,605	168,605	168,605	168,605
Other Sources / (Uses) 21	0	0	0	0	0	0	0	0	0	0
Capital Outlays 22	0	0	0	0	0	0	0	0	0	0
Annual Surplus or Deficit 23	\$112,001	\$128,445	\$229,577	\$76,967	(\$12,807)	(\$12,741)	(\$12,330)	(\$11,546)	(\$10,360)	(\$129)
Cash Balance-Beginning 24	\$3,678	\$115,679	\$244,124	\$473,701	\$550,667	\$537,861	\$525,120	\$512,790	\$501,245	\$490,885
Cash Balance-Ending 25	\$115,679	\$244,124	\$473,701	\$550,667	\$537,861	\$525,120	\$512,790	\$501,245	\$490,885	\$490,756
Cash as % of O&M 26	20%	39%	83%	79%	59%	56%	52%	49%	46%	44%

DRAFT



ORDINANCE NO. 761

AN ORDINANCE AMENDING GRIMES SECTION 9-5-2(1) WITH REGARD TO WATER SERVICE RATES, SECTION 9-10.4(2) WITH REGARD TO SEWER SERVICE RATES, SECTION 9-15-6(1B) FOR COLLECTION OF RECYCLABLE MATERIALS, AND SECTION 9-13-9(1) WITH REGARD TO COLLECTION OF SOLID WASTE

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Sections 9-5-2(1) and 9-10.4(2) to increase the amount charged for water and sewer rates in order to adjust for increasing costs of maintenance, construction, production, storage and treatment of water and sewage, and Section 9-15-6(1) and 9-13-9(1) is increased to account for increased costs related to recyclable material and solid waste collection services.

SECTION 2. Amendment. **Grimes Code of Ordinances Sections 9-5-2(1), 9-10.4(2), 9-15-6(1) and 9-13-9(1) relating to utility rates shall be stricken and replaced as set forth below:**

9-5-2 RATES FOR SERVICE AND METER RENTALS. Water service shall be furnished at the following monthly rates within the City:

A partial month of water service will be prorated.

1. **Residential and Commercial Rates.** The charge for water for residential and commercial use is as follows:

	2.50%	2.50%	2.50%	2.50%	2.50%
	Effective	Effective	Effective	Effective	Effective
<u>Water Usage Rates</u>	<u>8/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
Rate Per 1,000 Gallons	\$10.46	\$10.72	\$10.99	\$11.26	\$11.54

9-10.4 SEWER USER CHARGE SYSTEM. Each user shall pay for the services provided by the City based on said user's use of the wastewater treatment works as determined by a water meter or a sewer meter acceptable to the City.

...

1. A. **Individual Sewer Service**-The minimum charge per month for individual sewer service shall be the current rate for 1000 gallons. This total minimum charge shall be paid by the user responsible for the water meter. A partial month of sewer service shall be prorated.

In addition, each user responsible for a meter (except as provided in subsection 3 of this section) shall pay a user charge rate of equal to the current rate per 1,000 gallons for all usage in excess of 1000 gallons.

B. Multi-Unit Sewer Service with One Meter-In computing the minimum charge for a multi-unit apartment or business complex served by one water meter, the monthly minimum charge will be based upon the number of units per structure or complex times the current rate per 1,000 gallons. The minimum sewer usage will be calculated by multiplying the number of units in the structure or complex times 1,000 gallons. This minimum sewer usage total shall be deducted from the total number of gallons used by the commercial apartment or complex during the month. An additional charged amount shall be computed based on the gallons of water used in excess of the total minimum sewer usage calculation, and charged at a rate at the current rate per thousand gallons. The City will bill only the property owner of the multi-unit apartment or business complex for these sewer usage fees, and the property owner will be legally responsible for the payment of the full sewer usage billing. A partial month of sewer service shall be prorated.

C. Rates for Sewer Service-The following rates shall be charged for individual and multi-unit sewer service with one meter:

	7.50% Effective <u>8/1/2022</u>	7.50% Effective <u>7/1/2023</u>	7.50% Effective <u>7/1/2024</u>	7.50% Effective <u>7/1/2025</u>	7.50% Effective <u>7/1/2026</u>
<u>Sewer Usage Rates</u>					
Base Rate (Includes 1,000 gallons)	\$8.22	\$8.84	\$9.50	\$10.21	\$10.98
Rate per 1,000 gallons	\$8.22	\$8.84	\$9.50	\$10.21	\$10.98

9-15-6 Charge for Collection of Recyclable Materials:

1. Charges for Service. The City Council shall establish the individual charge for recycling collection by ordinance. The City Clerk is authorized to collect this recycling charge by including the charge with and as a part of the bills sent out to the City's water service customers. These charges shall be billed as follows:

A. An individual monthly charge shall be included with every water bill sent to a customer who occupies a one or two-family residence and owner-occupied multi-family townhomes or condominiums if they are being provided solid waste pickup according to Chapter 9-13 Solid Waste.

B. The monthly charge shall be \$ 4.32 effective August 1, 2022.

9-13-9 Collection Fees:

The collection and disposal of solid waste is a beneficial city service to the property served or eligible to be served, and there shall be levied and collected fees, as follows:

1. Fee. The fee for solid waste collection for each residential premise and for each dwelling of a multiple-family dwelling is:

a. \$ 9.59 per month, which includes one solid waste collection cart.

b. \$ 10.73 per month for each additional solid waste collection cart.

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

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

SECTION 5: Effective Date. This ordinance and each of the rate increases shall be in effect beginning on August 1, 2022. Prior to August 1, 2022, the current rates for each of the above stated city services will continue to be in effect.

Passed by the City Council on this _____ day of _____ and approved on this _____ day of _____, 2022.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

MEMORANDUM

DATE: December 10, 2021
TO: City Managers, City Clerks, Public Works Directors
FROM: Michael McCoy, Executive Director
SUBJECT: **2022 Solid Waste, Recycling, Yard Waste Services + Rates**

Overview

A RFP was issued in September 2021 for the collection of solid waste, yard waste, and/or recycling for 20 cities and Polk County. Existing city contracts managed by Metro Waste Authority expire June 30, 2022, and the new contracts will begin July 1, 2022.

Solid waste, recycling, and yard waste services were bid by zones, bundling communities together to reach optimal house counts for hauler efficiency, thus pricing. There was an alternate bid to continue recycling as a standalone service.

Evaluation and Recommendation

Four RFP responses were evaluated based on:

1. Qualifications and experience with all service collections
2. Understanding of the scope of work and approach
3. Customer service provided to past and existing customers
4. Staff and equipment availability, including capacity
5. Proposed prices
6. Compliance with Draft Agreement
7. References from customers
8. Completed bid response

The RFP indicated no one hauler can be awarded more than two contracts to ensure a competitive market in the future. MWA recommends ASI for two community zones for solid waste and yard waste and Waste Connections for the third zone. This recommendation is largely based on experience, price, and compliance with the draft agreement. After thorough evaluation, staff recommends one hauler, Waste Management, for recycling services for all participating communities.

Price

Solid Waste: \$10.73 per household, per month

Recycling: \$4.32 per household, per month

Explanation of Price

If the city proceeds with the recommendation, combined solid waste recycling rates will increase between 15%-23%, depending on the city's existing rate. Increases of this significance are unfortunate, but Metro Waste Authority staff continue to firmly believe these are still very favorable rates for the services provided. There are several influential factors resulting in the increase:

- The Metro has enjoyed long-standing contracts, which have been in place for 10-20 years. While this has provided many advantages, it has kept the regions' rates artificially low.
- As every industry is experiencing, labor markets are exceptionally challenging, leading to all-time high wages. In addition, fuel rates, CPI, and equipment costs are unprecedentedly high in this market. While all these factors are reflected in the rates, the haulers recognize while some variables will likely return to a norm, wages will not.

Metro Waste Authority's 2022 Considerations

- Due to the seasonality of yard waste, as well as its inefficiencies, the region has experienced minimal interest from haulers in the past to provide this service. Coupling solid waste and yard waste together ensures a yard waste service provider in the future.
- Yard waste collection has also experienced severe increases (over 40%) year-over-year. This contract allows the region to lock in consistent prices for the duration of a lengthy term..
- To keep all service rates in line:
 - Metro Waste Authority will internalize the purchase of solid waste, recycling, and yard waste carts, as well as the delivery and maintenance. (This is a shift in responsibility from the hauler to the Authority).
 - Metro Waste Authority will internalize customer service for all services, which will also improve customer experience. (This is a shift from requiring haulers maintain a local call center).
- MWA is lessening the burden of yard waste administration for city staff
 - MWA will purchase, distribute, and maintain all yard waste carts. This will result in a reduction of work for public works staff who were previously transporting, storing and delivering carts.
 - MWA has heard for years managing the mailing of yard waste cart stickers was both time consuming and cumbersome for staff. As a result, MWA's customer care team will internalize the mailing going forward, instead of city staff.



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

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING:

Second Reading of Ordinance 760– James Point Rezone

SYNOPSIS:

The applicant is requesting approval of a rezoning from C-1 and R-3 Medium to R-3 Medium for approximately 3.69 acres generally located at the southwest corner of NW 27th Street and North James Street. The R-3 Medium zoning district will allow for townhomes dwellings, two family dwellings, multiple family dwellings.

In 2015, the Board of Adjustment issued a Special Use Permit to allow R-3 uses within the commercial zoning district on the property. In 2019, the zoning ordinance was amended to remove the provision to allow special use permits for residential uses in commercial districts. The property owner was granted one year after the ordinance change to act upon the previously issued special use permit. However, the special use permit was not acted upon and expired in 2020. Therefore, the property is required to be rezoned to allow R-3 uses across the entire property.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Final Plat James Pointe Plat 2 – 2011

Approved First Reading of Ordinance 760 – March 22, 2022

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 03/01/2022

Special Use Permit Issued – Board of Adjustment 05/19/2015

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the James Point rezoning subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: March 1, 2022
RE: James Point – Rezoning

GENERAL INFORMATION:

Applicant:

James Point, LLC

Requested Action

Rezoning

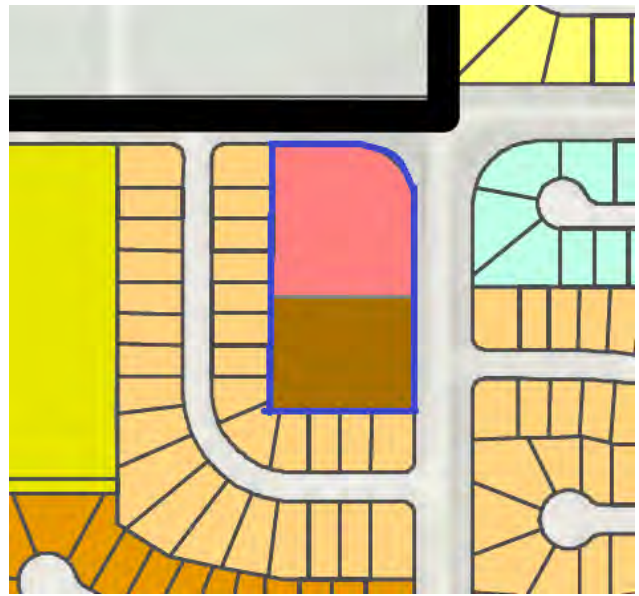
Location

Located at the southwest corner of NW 27th Street
and North James Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Neighborhood Commercial	C-1 and R-3
North	Vacant	Low Density Residential	Polk County Estate Residential District
South	Single-Family	Low Density Residential	R2-60
East	Single-Family	Low Density Residential	R2-60/R-4
West	Single-Family	Low Density Residential	R2-60

BACKGROUND:

The applicant is requesting approval of a rezoning from C-1 and R-3 Medium to R-3 Medium for approximately 3.69 acres generally located at the southwest corner of NW 27th Street and North James Street. The R-3 Medium zoning district will allow for townhomes dwellings, two family dwellings, multiple family dwellings.

ANALYSIS:

In 2015, the Board of Adjustment granted a Special use Permit to allow R-3 Medium residential use within the C-1 district. The provision to grant special use permits to allow residential uses within commercial districts has since been removed from the zoning ordinance and the special use permit granted for the site has expired. As such, the entire property needs to be rezoned to allow residential uses across the site.

The future land use plan calls for this property to be Neighborhood Commercial. By approving the rezoning to R-3 Medium, the future land use for this site would change to Medium Density Residential. Staff is supportive of the land use change given that the overall intensity of the site would be reduced by removing the C-1 zoning district. In addition, only a few low intensity commercial uses would be suitable for the area given the limited access to the site and single-family nature of the surroundings. Removing the C-1 district would ensure that higher intensity uses such as retail would not be permitted on the property. The change to Medium Density Residential is an appropriate alternative. To transition between the medium and low-density residential land uses, buffering will be provided between the townhome and single-family developments.

The James Street Corridor study has identified a roundabout is needed at the intersection of NW 27th Street and North James Street. The James Point project will need to dedicate additional right-of-way at the northeast corner of the site to accommodate the future roundabout improvements and is shown on the concept plan. The right-of-way will be dedicated to the City upon completion of the site.

The applicant desires to provide 26 attached townhome units with associated private streets and visitor parking. The R-3 Medium zoning district will allow up to 8 dwelling units per acre to be constructed. The current concept plan demonstrates a density of 7.05 dwelling units per acre.

The Development Agreement for the project is proposed to include the following development standards:

- R-3 Medium
 - o Density: Maximum 8 dwelling units per acre
 - o Minimum Lot Size: No minimum. Postage stamp lots permitted.
 - o Setbacks:
 - Front: 30' from external property lines
 - Side: 15' from external property lines
 - Rear: 30' from external property lines
 - o Maximum Height: 35', 2-stories
 - o Building Separation: 20'
 - o Minimum Living Area: 1,400 square feet
 - o Garage Size: Minimum 2-car attached garage per unit
 - o Open Space: Minimum 40%

Site Layout:

The concept plan shows one access point off of North James Street. Pedestrian access to the site will be provided via an 8' trail along NW 27th Street and North James Street and 5' internal sidewalks on at least one side of the private streets. Visitor parking is proposed at the northeast corner of the site. Detention will be located on the south side of the site within the existing detention easement.

Landscaping:

A minimum 20' wide buffer will be provided along the west and south sides of the site to provide screening between the existing single-family development and the James Point project. Street landscaping will be provided along NW 27th and North James Streets to enhance the site aesthetics and provide shade along the pedestrian corridor.

Utilities:

Sanitary sewer for the project will connect to the existing sanitary sewer on the west side of the site. Water will loop through the site and connect to the existing mains along NW 27th Street and North James Street.

Elevations:

Conceptual elevations have been provided to demonstrate the intended product type for the townhome units. Staff will review the elevations with the site plan to ensure compliance with the zoning ordinance and development agreement. Staff has asked for additional architecture elements such as porches, overhangs, and dormers for building facades that back up to NW 27th and North James Streets to dress up the rear elevations and enhance views along the public streets.

STAFF RECOMMENDATION:

Staff would recommend approval of the James Point rezoning 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

~~January 13, 2022~~

January 26, 2022

James Point, LLC

Attn: Jim Isenhart

2331 NW Gabus Drive

Grimes, IA 50111

RE: James Point Rezone

Dear Mr. Isenhart:

The Development Services Department is in receipt of a proposed Rezoning for James Point. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide consent from neighboring property owners. Please provide.~~
2. Provide legal description in Word document format. **Please provide a legal description of the area to be rezoned to the centerline of the road in Word format.**
- ~~3. Please loop the water line that dead ends at unit #8 across James St to connect to the existing main.~~
- ~~4. Proposed addresses are provided. See attached. Addresses are subject to change if modifications are made to the layout.~~
- ~~5. Label current zoning and proposed zoning. Based on the density, R-3 MED is the proposed zoning. Add R-3 to existing zoning as well. The property is currently both C-1 and R-3.~~
- ~~6. Label 8' trail along James and NW 27th St. Please add 8' trail along NW 27th and James St.~~
- ~~7. Label ROW to be dedicated to the City.~~
- ~~8. Please update the required visitor parking spaces to 6 spaces. Update total required spaces to 58.~~

9. Please provide an example elevation for the elevations that face out to James and NW 27th St. **Please provide.**
- ~~10. Please move landscaping outside of the ROW to be dedicated.~~
- ~~11. Provide landscaping along the west and south edges of the site. Typical buffer is one overstory tree, two understory trees and one evergreen tree for every 50 feet.~~
- ~~12. Label the setback between the buildings along James St. There needs to be 20' minimum.~~
- ~~13. What is the proposed living area square footage for the units? Please provide.~~
- ~~14. A Development Agreement is being drafted for review and will include development standards including parkland dedication, ROW dedication, and architecture requirements.~~

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:	January 19, 2022 (1 PDF of Rezoning Map and Concept Plan)
PLANNING & ZONING:	February 1, 2022 at 5:30
COUNCIL MEETING:	February 22, 2022 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

SITE PLAN

JAMES POINT

OWNER
JAMES POINTE, LLC
111 HEKILI STREET, SUITE A464
KAILUA, HAWAII 96734-2800

APPLICANT
TEAL CREEK HOMES
15920 HICKMAN ROAD, SUITE 400
BOX 225
CLIVE, IOWA 50325

ZONING
EXISTING: C-1 AND R-3
PROPOSED: R-3 MED MEDIUM DENSITY TWO OR MORE
FAMILY DWELLING DISTRICT

SETBACKS
FRONT-30'
REAR-30'
SIDE-15'

LAND USE
EXISTING: VACANT
PROPOSED: TOWNHOME DEVELOPMENT

SITE AREAS		
BUILDINGS	00,000 S.F.	00%
PAVING	00,000 S.F.	00%
SIDEWALKS	00,000 S.F.	00%
OPEN SPACE	00,000 S.F.	00%
TOTAL	160,669 S.F.	100%

OPEN SPACE
REQUIRED: 24,100 S.F. (15% OF SITE)
PROPOSED: 00,000 S.F. (00% OF SITE)

LEGAL DESCRIPTION
OUTLOT "Z" (EXCEPT JAMES POINTE PLAT 2) IN JAMES POINTE, AN
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF
GRIMES, POLK COUNTY, IOWA, CONTAINING 3.688 ACRES MORE OR LESS.

LEGEND

EXISTING/PROPOSED	PLAT BOUNDARY
---	8" WATER MAIN & SIZE
---	8" SANITARY SEWER & SIZE
---	8" STORM SEWER & SIZE
---	UGT UNDERGROUND ELECTRIC CABLE
---	UGT UNDERGROUND TELEPHONE CABLE
---	CTV UNDERGROUND CABLE TV
---	6" GAS MAIN & SIZE
○	MANHOLE
□	INTAKE
⊕	HYDRANT
○ PP/LP	POWER POLE/LIGHT POLE
□ PP/LP	UTILITY BOX/TELEPHONE RISER
- - -	EXISTING CONTOURS
- - -	PROPOSED CONTOURS
* * *	SILT FENCE OR APPROVED FILTRATION SOCK
☁	TREES

CERTIFICATION

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

BRADLEY R. COOPER, IOWA LICENSE NO. 12980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
Sheets 1-3

COOPER CRAWFORD & ASSOCIATES, L.L.C.
CIVIL ENGINEERS

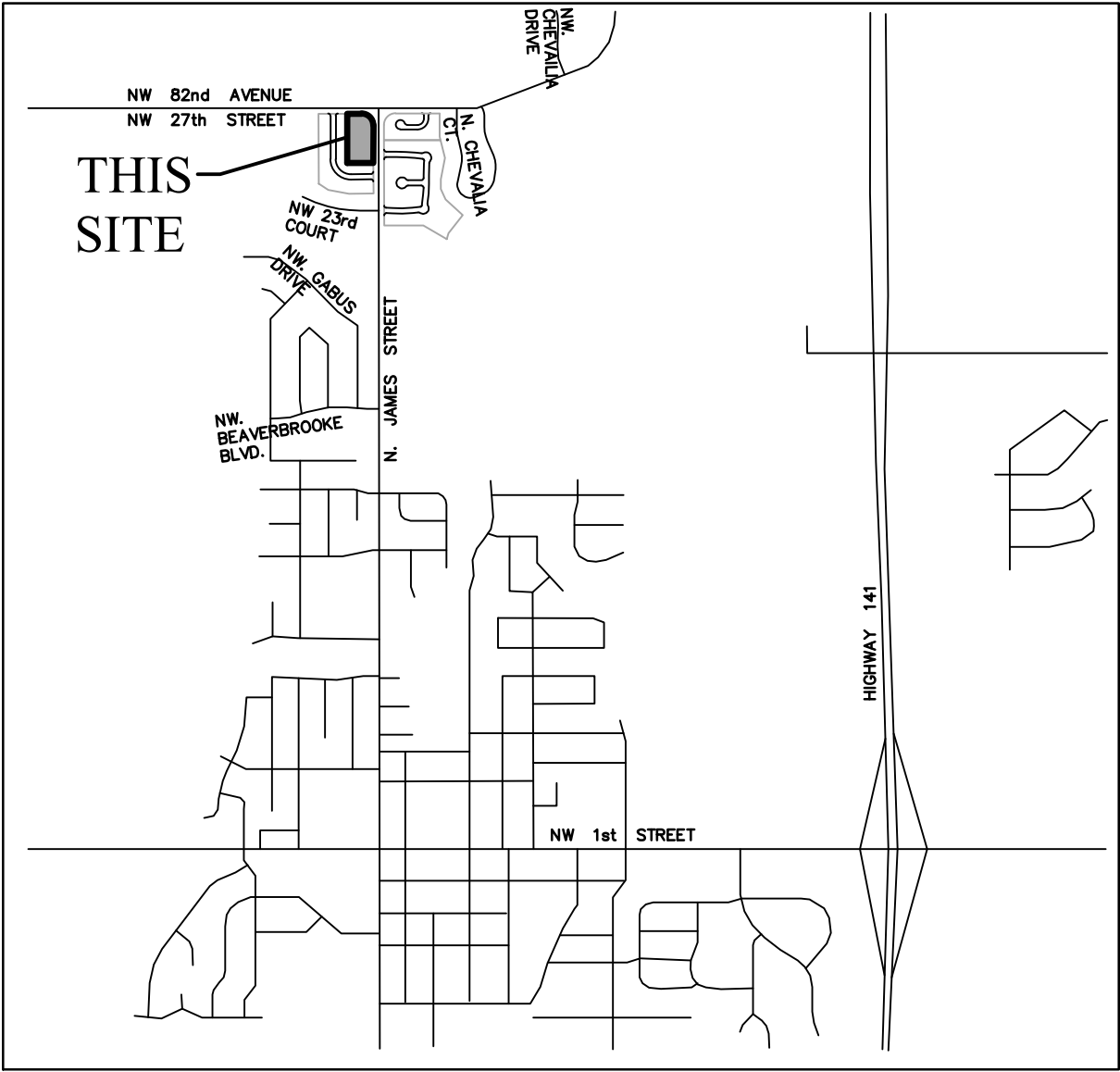
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS:

APPROVED: --- INITIALS: --- AS-BUILT: ---

SITE PLAN GRIMES

JOB NUMBER
CC 2575
SHEET 1 OF 4

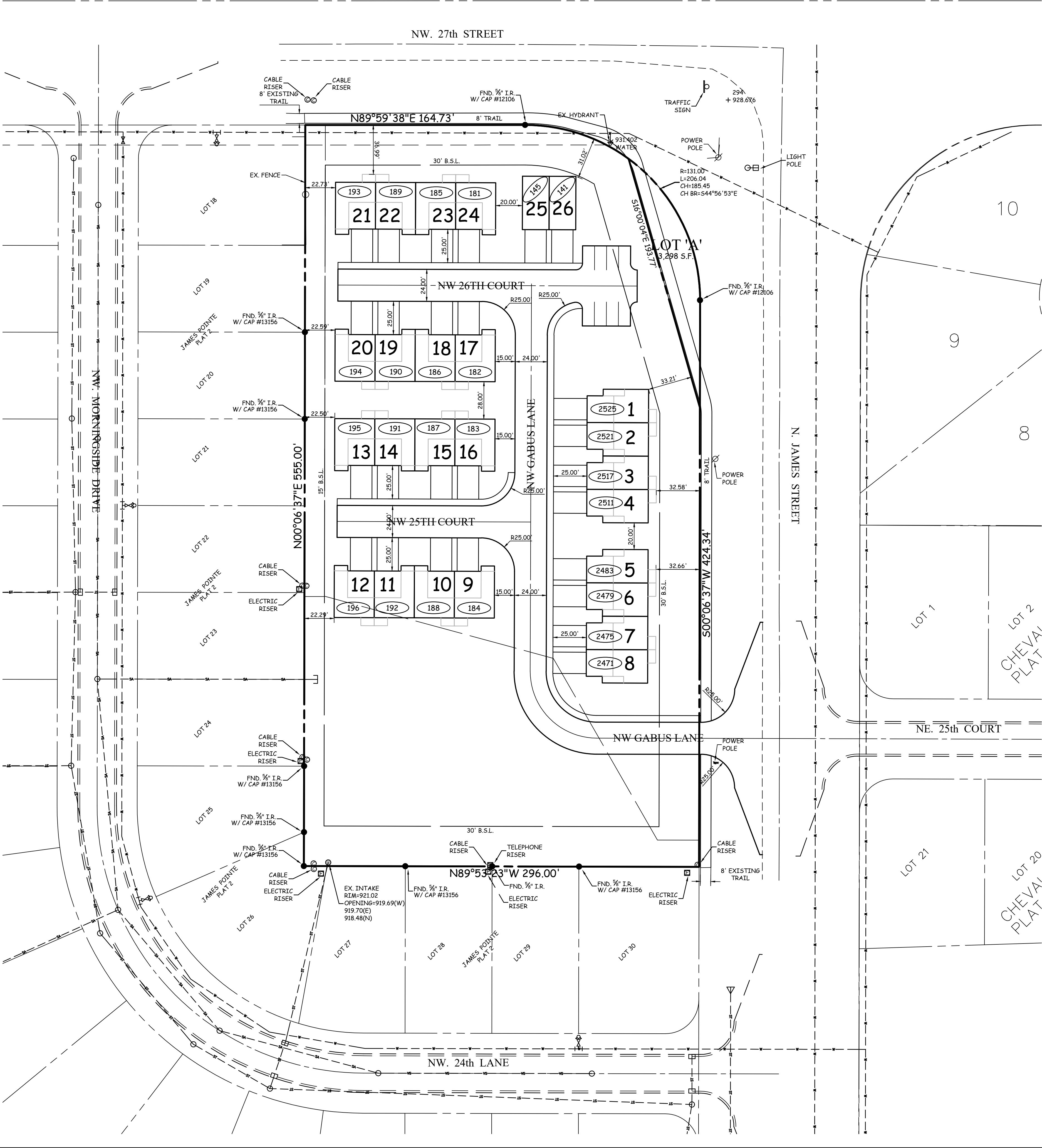


VICINITY SKETCH

PARKING REQUIREMENTS
REQUIRED: 2 SPACES PER UNIT, PLUS 1 VISITOR SPACE PER 5 UNITS.
REQUIRED: 58 SPACES (52 SPACES + 6 VISITOR SPACES)
PROPOSED: 112 SPACES

CONSTRUCTION SCHEDULE
ERECT BUILDING SPRING 2022
PAVING SPRING 2022
GRADING/LANDSCAPING SPRING 2022
FINAL INSPECTION SPRING 2022

NOTES
1. LOT 'A' TO BE DEEDED TO THE CITY OF GRIMES FOR PUBLIC STREETS



SITE PLAN
GRIMES

EROSION & POLLUTION CONTROL NOTES

1. THE SUBCONTRACTOR RESPONSIBLE FOR EROSION AND POLLUTION CONTROL SHALL CARRY OUT THE MEASURES DETAILED ON THIS PLAN.
2. CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION HAS BEEN REACHED.
3. THE SUBCONTRACTOR SHALL INSPECT THE SITE AT MINIMUM ONCE EVERY 7 DAYS AND WITHIN 24 HOURS OF THE END OF A 1/2 INCH OR GREATER RAINFALL. ALL DISTURBED AREAS OF THE SITE, AREAS OF MATERIAL STORAGE, LOCATIONS WHERE VEHICLES ENTER/EXIT THE SITE, ALL OF THE EROSION AND SEDIMENT CONTROLS THAT ARE IDENTIFIED AS PART OF THIS PLAN AND ACCESSIBLE DISCHARGE LOCATIONS MUST BE INSPECTED.
4. THE SUBCONTRACTOR IS TO TAKE NECESSARY ACTIONS TO CORRECT DEFICIENCIES FOUND DURING INSPECTIONS AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION IN WHICH THE DEFICIENCY WAS FOUND.
5. THE SUBCONTRACTOR SHALL KEEP LOG AND PREPARE WEEKLY REPORTS DETAILING THE INSPECTIONS AND MEASURES TAKEN TO CORRECT ANY AND ALL DEFICIENCIES FOUND IN THE EROSION AND POLLUTION CONTROL MEASURES. THE REPORTS SHALL CONFORM TO THE STANDARDS SET BY THE IOWA DEPARTMENT OF NATURAL RESOURCES. COPIES OF THESE REPORTS SHALL BE FORWARDED TO THE DEVELOPER AND TO COOPER CRAWFORD & ASSOCIATES, L.L.C.
6. AFTER INITIAL GRADING PRIOR TO UTILITY CONSTRUCTION - ALL DISTURBED AREAS OUTSIDE OF THE PROPOSED R.O.W.'S ARE TO HAVE TEMPORARY SEEDING AND MULCHING. CONTRACTOR AND SUBS ARE TO TRY TO MINIMIZE DISTURBANCE TO THESE SEEDED AREAS THROUGH THE USE OF SPECIFIC ACCESS ROUTES WITHIN THE SITE.
7. DURING CONSTRUCTION, IF IT BECOMES EVIDENT THAT A DISTURBED AREA WILL NOT BE DISTURBED FOR 21 DAYS, IT SHALL BE SEEDED BY DAY.
8. PERMANENT SEEDING TO BE DONE IMMEDIATELY AFTER FINAL GRADING.
9. ANY FAILED AREAS OF SEEDING/MULCHING SHALL BE REAPPLIED.
10. ANY SOIL OR SPILL WASHED, TRACKED OR DROPPED ONTO ADJOINING RIGHT-OF-WAYS AND PROPERTY WILL BE CLEANED UP BY THE OWNER/CONTRACTOR WITHIN 24 HOURS.
11. SILT FENCING TO BE INSPECTED ONCE A WEEK AND AFTER EACH RAINSTORM, LOOK FOR UNDERCUTTING AND FAILURES IN FABRIC, REPLACE/REPAIR AS NECESSARY.
12. ADDITIONAL SILT FENCING (TO THAT SHOWN ON THIS PLAN) MAY BE REQUIRED BY THE CITY OF GRIMES IN AREAS WHERE EROSION IS EVIDENT.
13. SILT FENCING TO BE CLEANED UP WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.
14. ALL INTAKES SHALL HAVE SILT FENCING PRIOR TO PAVING AND INLET FILTERS AFTER PAVING. THESE FILTERS REMAIN IN PLACE UNTIL THE SITE HAS A PERMANENT PERENNIAL GROUND COVER.
15. ALL INTAKES SHALL BE COVERED DURING CONSTRUCTION TO PREVENT SEDIMENTATION DEPOSITS WITHIN THE STORM SEWER.
16. IN THE EVENT THAT SEEDING/MULCHING DOES NOT OCCUR PRIOR TO WINTER, ALL DISTURBED AREAS WILL BE MULCHED.
17. NO BORROW/SPOILS SITES ARE ANTICIPATED.

GRADING NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
2. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
3. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTATION UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
4. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT.
5. STOCKPILE SUFFICIENT TOPSOIL TO RESPREAD A MINIMUM OF 4-INCHES ON UNPAVED AREAS.
6. ALL AREAS TO RECEIVE FILL TO BE BENCHED.
7. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES.
8. ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
9. THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL NOT DEVIATE FROM OPTIMUM BY MORE THAN 2%.
10. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
11. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
12. A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
13. EXISTING TREES WILL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.
14. NO DRAINAGE SHALL FLOW OVER ANY SIDEWALKS.
15. PAVEMENT SHALL BE 6-INCH P.C.C.
16. 3-INCH ROLL CURB WHERE INDICATED.

LEGEND

- EXISTING/PROPOSED
- PLAT BOUNDARY
 - W 8" WATER MAIN & SIZE
 - SAN 8" SANITARY SEWER & SIZE
 - ST 8" STORM SEWER & SIZE
 - UGE UNDERGROUND ELECTRIC CABLE
 - UGT UNDERGROUND TELEPHONE CABLE
 - CTV UNDERGROUND CABLE TV
 - G 4" GAS MAIN & SIZE
 - MANHOLE
 - INTAKE
 - HYDRANT
 - PP/LP POWER POLE/LIGHT POLE
 - PP/LP UTILITY BOX/TELEPHONE RISER
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - TREES

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS: JOB NUMBER

APPROVED: --- INITIALED: --- AS-BUILT: ---
SCALE: 1"=40'

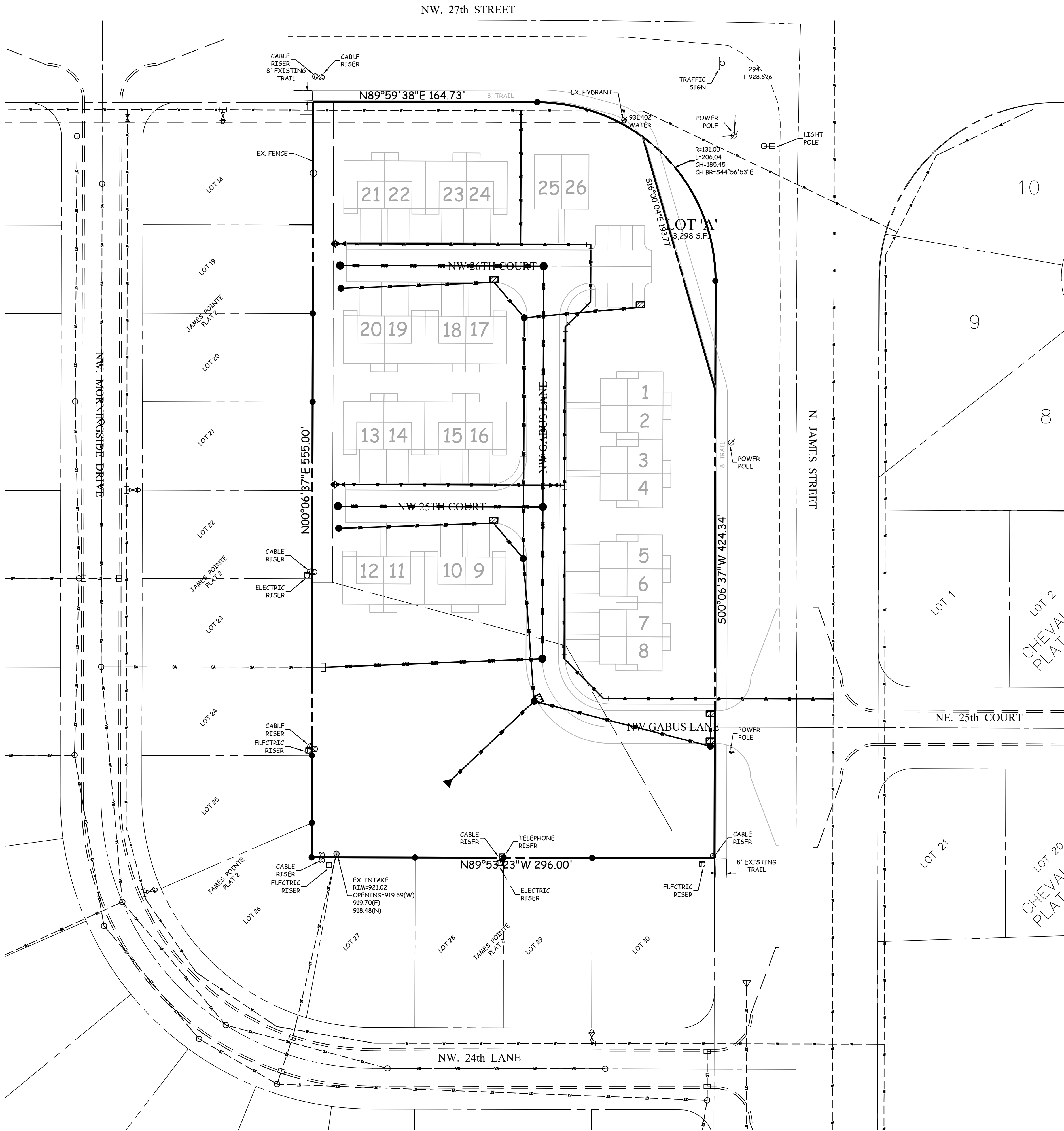
SITE PLAN
GRIMES

CC
2575

SHEET
2 OF 4



SITE PLAN
GRIMES



UTILITY NOTES

1. General Notes:
- a. All work shall be done in accordance with the current version of the Urban Standards Specifications for Public Improvements on the date of approval and the City of Grimes Supplemental Specifications.
 - b. A preconstruction meeting is required prior to the start of construction. The Contractor shall be responsible to coordinate this meeting. Contact Brandt Williamson with FOX Engineering (515.233.0000).
 - c. All permits (IDNR, IDOT, Army Corp., etc.) shall be obtained prior to the start of construction.
 - d. The Developer and/or Contractor shall be responsible to provide the City of Grimes with Record Drawings of all improvements as per City standard procedures.
 - e. A Knox box is required by the fire department and shall be obtained at City Hall.
 - f. All site lighting shall not spill onto adjacent properties or right-of-ways.

2. Sanitary Sewer Notes:

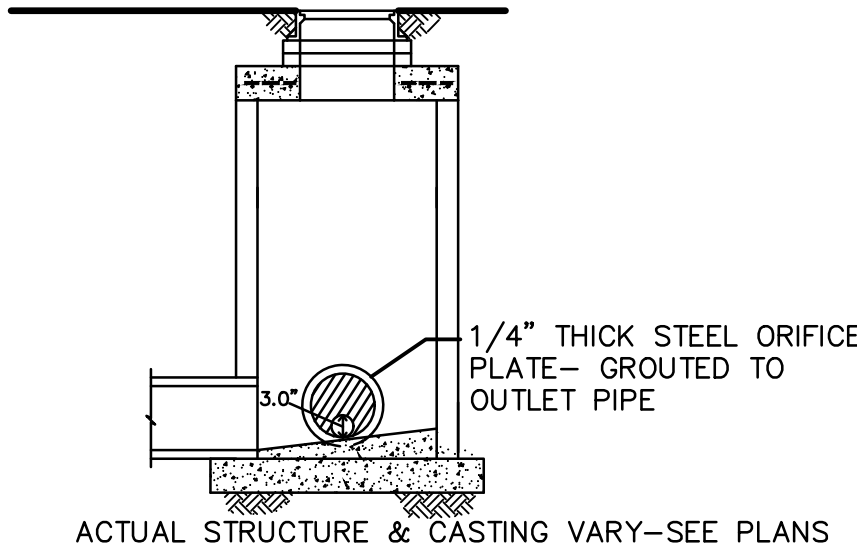
- a. The Contractor is required to place a temporary plug in the existing downstream sanitary sewer manhole prior to the start of construction. The plug shall be removed following approval of construction by the City of Grimes.
- b. Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8" to 15").
- c. Sanitary gravity service pipe material shall be PVC SDR 23.5 (4" to 6").
- d. All sanitary sewer manholes shall have steps.
- e. All sanitary sewer manholes castings shall be sealed with interior chimney seals.
- f. All sanitary sewer manhole castings located within pavement shall be boxed out.
- g. Sanitary Sewer testing & televising (8" to 15") shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.

3. Water Main Notes:

- a. All fire hydrants shall be American Flow Control-Waterous Pacer WB-67-250, Mueller Super Centurion 250 (3-way A-423), or Clow Medallion F-2545. All hydrants shall have the following: 6" MI Shoe, 2-1/2" Hose Nozzle, 4-1/2" Steamer Nozzle, NST Threads, Pentagon Operating Nut, Chain on cap, open left, 5-1/2' bury, and factory painted red. The minimum spool pipe length from auxiliary valve to hydrant shoe shall be 2.0'.
- b. All hydrants will immediately be covered with a black plastic bag (or equivalent) once the hydrant is installed. The City of Grimes will notify the Contractor when the bags can be removed.
- c. A tracer wire receptacle shall be installed at each hydrant.
- d. All valves shall be resilient wedge gate valves.
- e. Water service shall be 1-inch minimum type K copper.
- f. If there are multiple meters requested for a multi-tenant building, each unit shall have its own service.
- g. Pressure test and disinfection of the water service/main is required. The filling of the water main shall be done by Thorpe Water Development Company. The Bacteria test and submittal of test to lab shall be done by the Developer and results provided by FAX to US Water at 515-986-7300. If the test does not pass, the Contractor will be required to pay for all the water used to repeat the test. A copy of the bacteria results shall be sent to Thorpe Water Development Company.

4. Storm Sewer Notes:

- a. All storm sewer in the ROW shall be RCP, unless otherwise approved by the City.
- b. All flared end sections shall have footings and apron grates. The last 3 pipe sections and the flared end section on all culverts shall be tied. All storm sewer joints shall be wrapped with engineering fabric.
- c. The Contractor is responsible for repairing any field tile damaged during construction. The tile should be directed to public storm sewer if possible. The Contractor shall record the elevation and location of all tiles.
- d. All sump service lines shall have tracer wire.



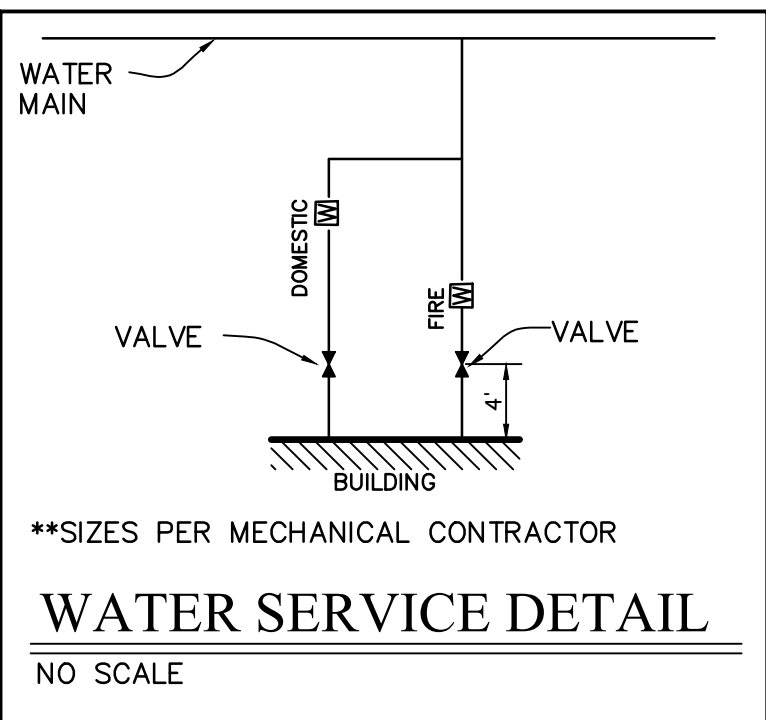
ACTUAL STRUCTURE & CASTING VARY-SEE PLANS

OUTLET RESTRICTION DETAIL

NOT TO SCALE

LEGEND

- EXISTING/PROPOSED
- PLAT BOUNDARY
 - W 8" WATER MAIN & SIZE
 - SAN 8" SANITARY SEWER & SIZE
 - ST 8" STORM SEWER & SIZE
 - UGE UNDERGROUND ELECTRIC CABLE
 - UGT UNDERGROUND TELEPHONE CABLE
 - CTV 6 4" UNDERGROUND CABLE TV
 - GAS MAIN & SIZE
 - MANHOLE
 - INTAKE
 - HYDRANT
 - POWER POLE/LIGHT POLE
 - UTILITY BOX/TELEPHONE RISER
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - TREES



**SIZES PER MECHANICAL CONTRACTOR

WATER SERVICE DETAIL

NO SCALE

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS: JOB NUMBER

APPROVED: --- INITIALED: --- AS-BUILT: ---
SCALE: 1"=40'

SITE PLAN
GRIMES
SHEET
3 OF 4



SITE PLAN
GRIMES

PLANTING SCHEDULE

COUNT	KEY	Botanical name/COMMON NAME	SIZE	CONDITION	REMARKS
00	AR	Acer rubrum 'Red Sunset' RED MAPLE	2" CAL.	TS/B&B	SEE PLAN
00	GT	Gleditsia tricanthos 'inermis' SUNBURST HONEYLOCUST	2" CAL.	TS/B&B	SEE PLAN
00	P6	Picea glauca conica ALBERTA DWARF SPRUCE	18"-24" ht.	CONT.	SEE PLAN
00	SB	Spiraea bumalda 'Goldflame' GOLDFLAME SPIREA	18"-24" ht.	CONT.	SEE PLAN
00	EA	Euonymus alatus 'compacta' DWARF BURNING BUSH	18"-24" ht.	CONT.	SEE PLAN
00	CS	Cornus stolonifera DWARF RED TWIG DOGWOOD	18"-24" ht.	CONT.	SEE PLAN
00	VO	Viburnum opulus nana DWARF VIBURNUM	18"-24" ht.	CONT.	SEE PLAN

LANDSCAPE REQUIREMENTS

PARKING LOT LANDSCAPING:
1 TREE FOR EVERY 40 LF. ALONG PERIMETER OF PARKING LOT.
BASED ON 445 LF.

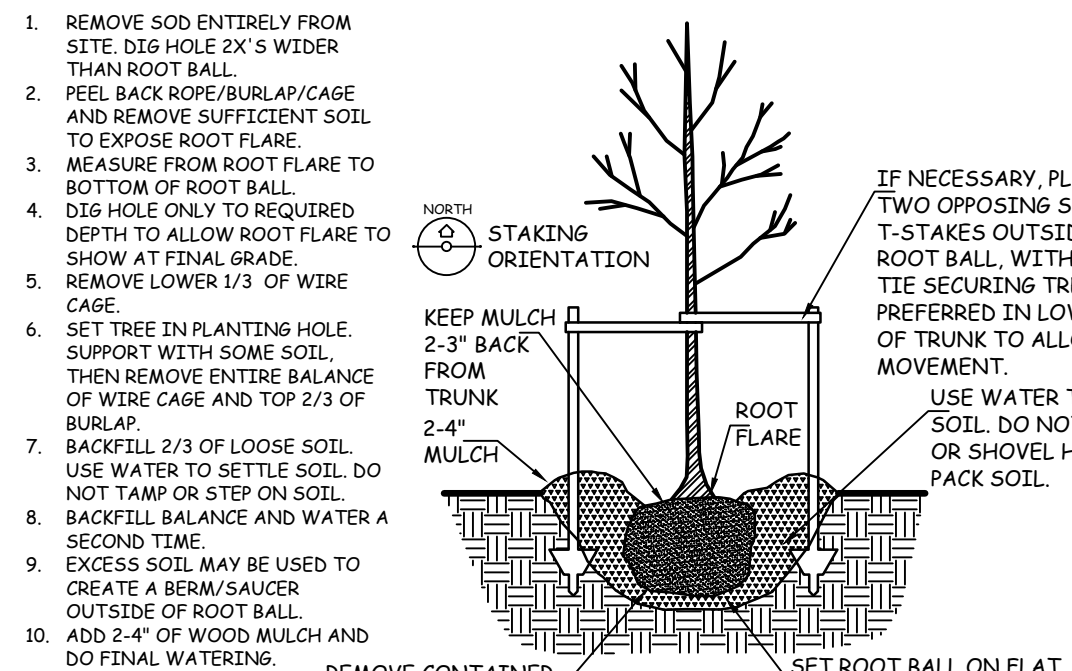
REQUIRED: 00 TREES
PROPOSED: 00 TREES

NOTES

1. ALL SITEWORK, SODDING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE URBAN DESIGN STANDARDS CITY OF URBANDALE SUPPLEMENTAL SPECIFICATIONS.
2. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
3. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH URBAN DESIGN STANDARDS AND CITY OF URBANDALE ADDENDUMS.
5. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-1990).
6. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
7. THE CONTRACTOR SHALL REMOVE THE TREE STAKES ONE YEAR AFTER INSTALLATION.
8. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
9. ALL TREES, SHRUBS, BEDS AND GROUND COVERS SHALL BE MULCHED WITH AT LEAST 3-INCHES SHREDDED BARK MULCH.
10. ONE WEEK PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT.
11. THE CONTRACTOR SHALL STAKE LOCATION OF PLANTS FOR LANDSCAPE ARCHITECT'S APPROVAL BEFORE DIGGING HOLES.
12. ALL DECIDUOUS TREES SHALL BE PLANTED AT LEAST 5 FEET FROM R.O.W. AND CONIFEROUS TREES AT LEAST 10 FEET FROM R.O.W.

LEGEND

- EXISTING/PROPOSED
- PLAT BOUNDARY
 - W 8" WATER MAIN & SIZE
 - SAN 8" SANITARY SEWER & SIZE
 - ST 8" STORM SEWER & SIZE
 - UGE UNDERGROUND ELECTRIC CABLE
 - UGT UNDERGROUND TELEPHONE CABLE
 - CTV UNDERGROUND CABLE TV
 - G 4 GAS MAIN & SIZE
 - MANHOLE
 - INTAKE
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 - POWER POLE/LIGHT POLE
 - UTILITY BOX/TELEPHONE RISER
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - TREES



- NOTE:
- STAKING OF STREET TREES LOCATED IN THE CITY R.O.W. IS NOT ALLOWED.
 - DO NOT SET TOP OF ROOT BALL AT FINISHED GRADE. IT IS ESSENTIAL THAT THE ROOT FLARE BE EXPOSED BEFORE PLANTING, SO THE TREE CAN BE SET TO SHOW ROOT FLARE AT FINISHED GRADE.

DECIDUOUS TREE
PLANTING & STAKING DETAIL

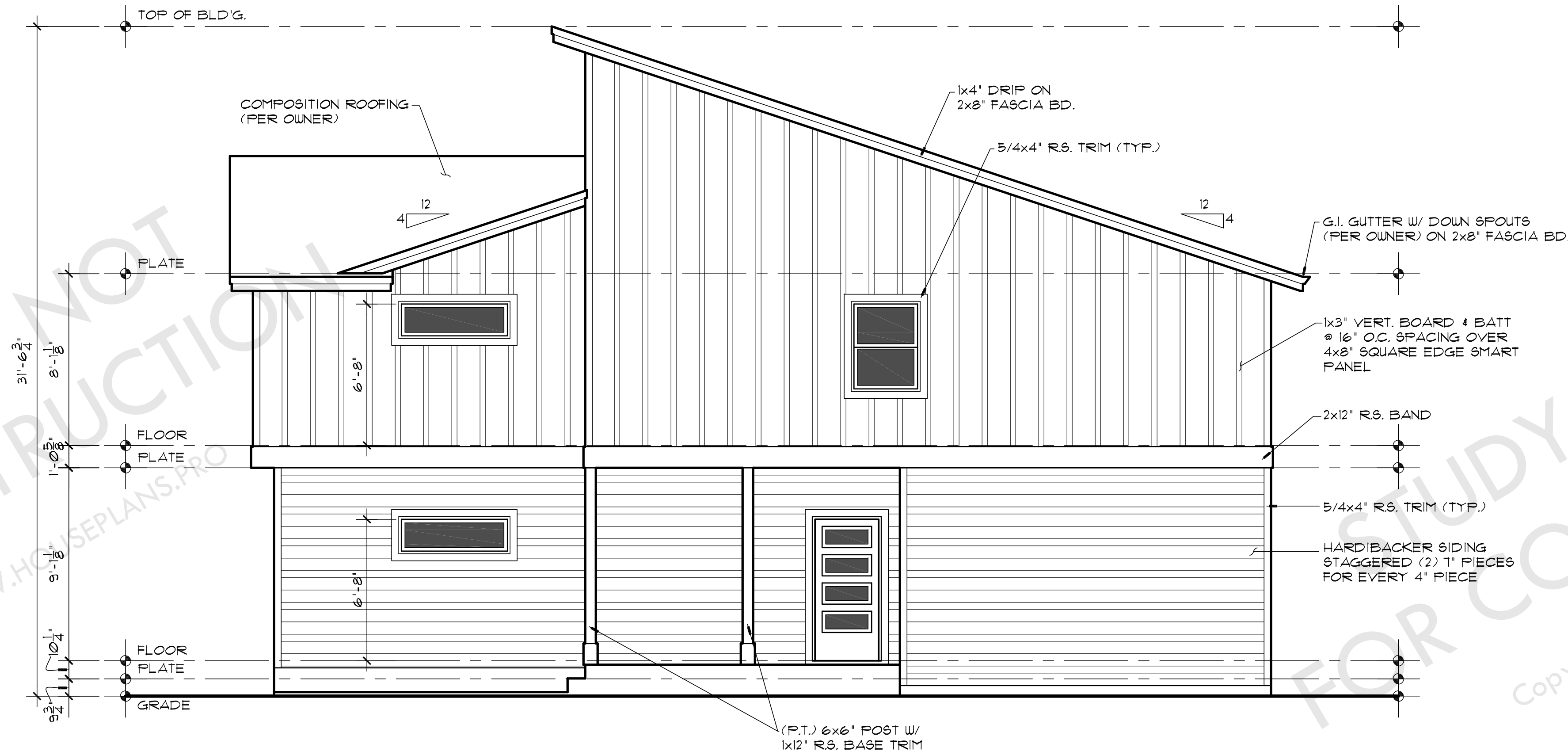
NO SCALE

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021	JOB NUMBER
REVISIONS:	CC 2575
APPROVED: ---	INITIALED: --- AS-BUILT: ---
SITE PLAN GRIMES	SHEET 4 OF 4





Right Side Elevation

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SCALE: 1/4"=1'-0"

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773 South Comstock Road, Sutherlin, OR.
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Front Elevation

© www.houseplans.pro

SCALE: 1/4"=1'-0"

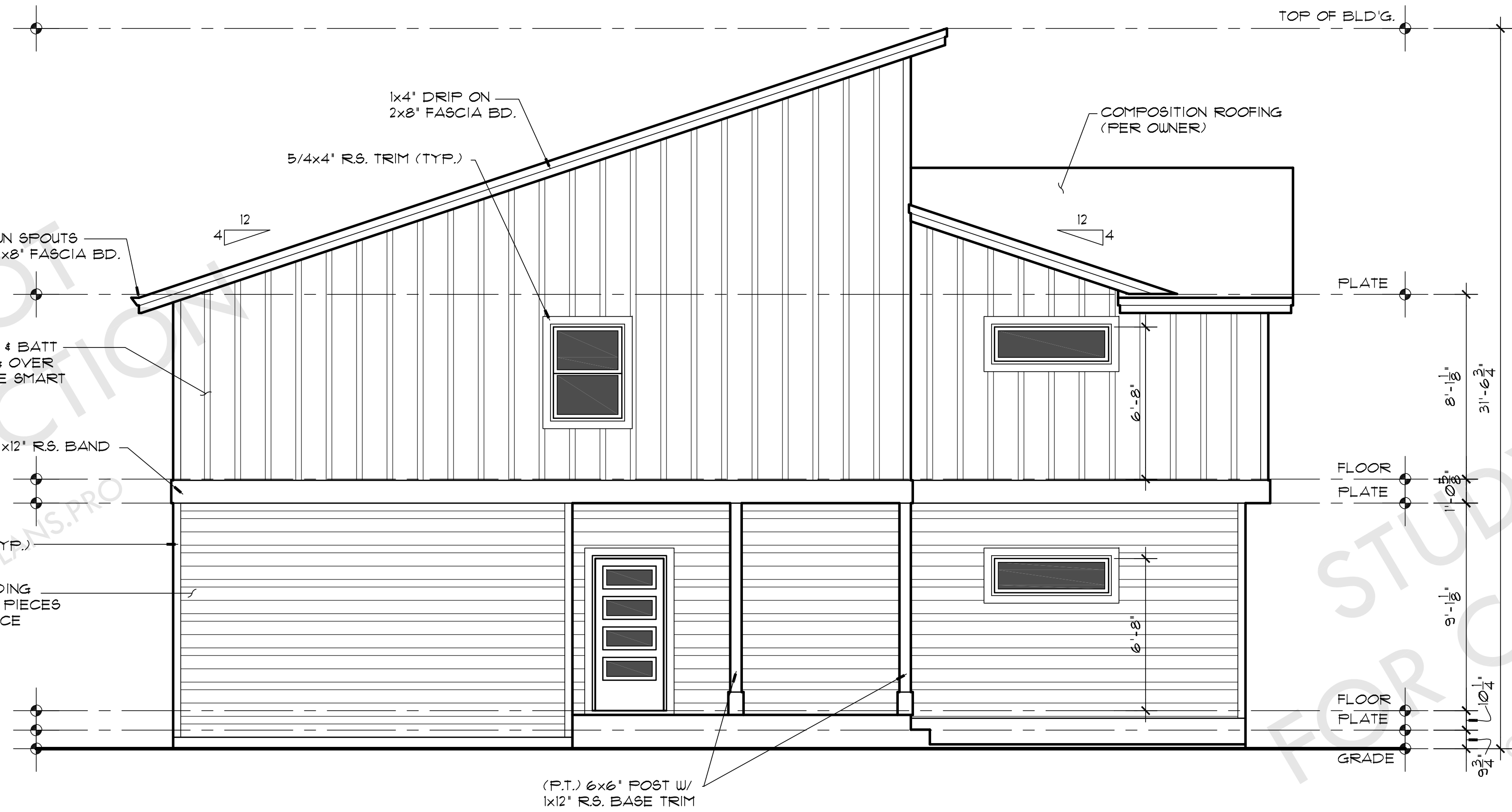
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©
WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. ANY DISCREPANCIES BETWEEN THE TWO SHALL BE RESOLVED BY THE DESIGNER'S INTERPRETATION OF THE INTENT OF THE DRAWINGS. ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

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houseplans.pro by
Bruinier & associates, inc.
building designers 503-246-3022
1304 SW BERTHA BLVD. PORTLAND OREGON 97219

REVISIONS	DATE	BY	DESCRIPTION
F-603			
CFB			
DAW			

SHEET	OF
1	11
PLAN NUMBER	F-610

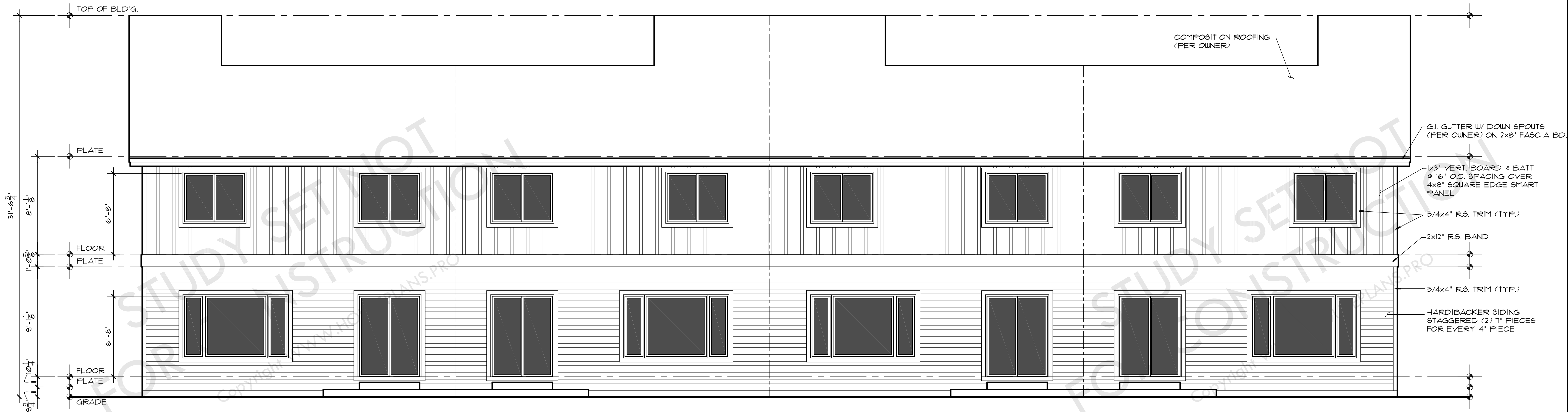


Left Side Elevation

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SCALE: 1/4"=1'-0"

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Rear Elevation

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SCALE: 1/4"=1'-0"

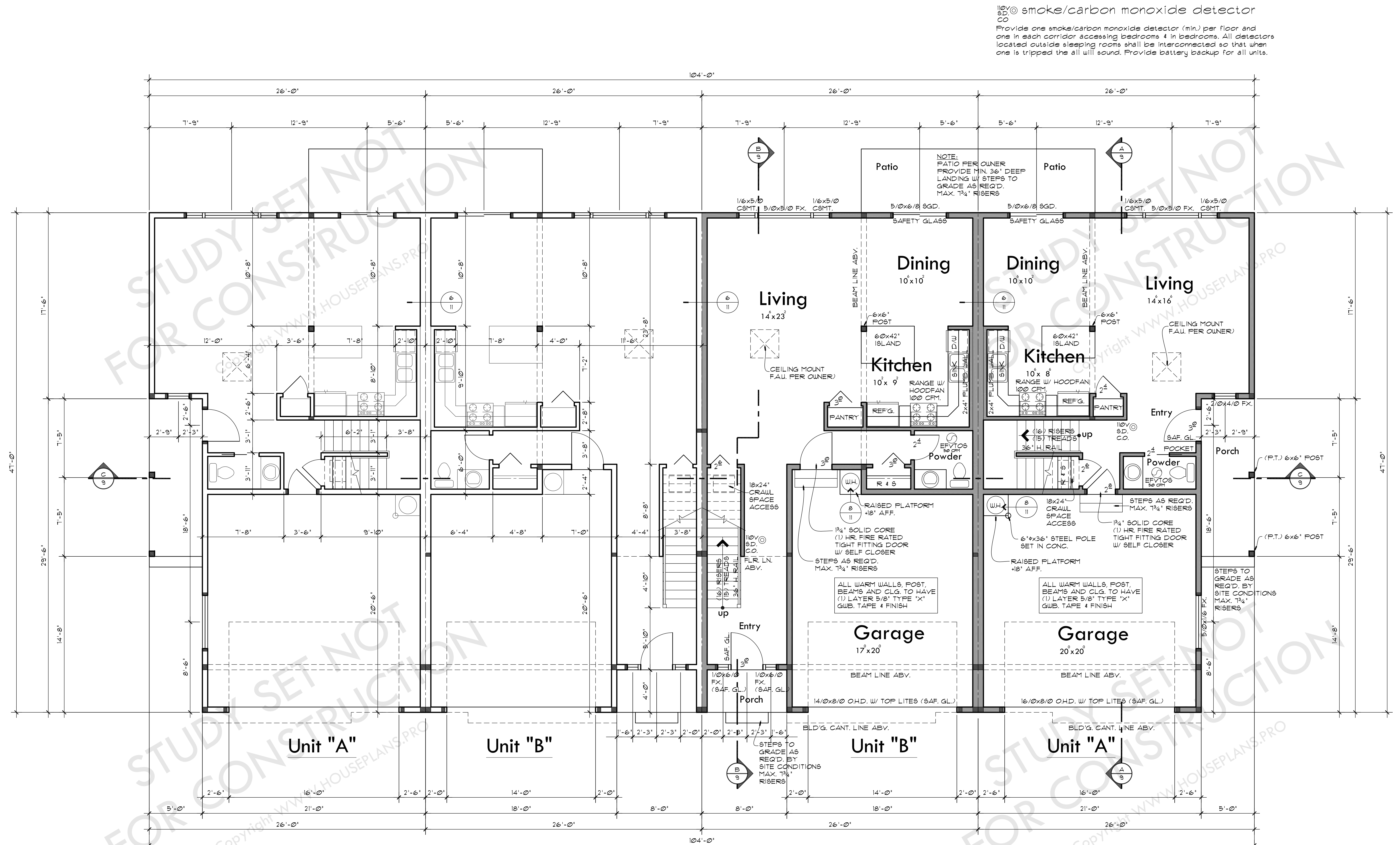
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1304 SW BERTHA BLVD. PORTLAND OREGON 97219

REVISIONS	
REVISED BY	F-609
DRAWN BY	CFB
CHECKED BY	DAW
DATE	1/20/20

SHEET	
2	OF 11
PLAN NUMBER F-610	



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Main Floor Plan

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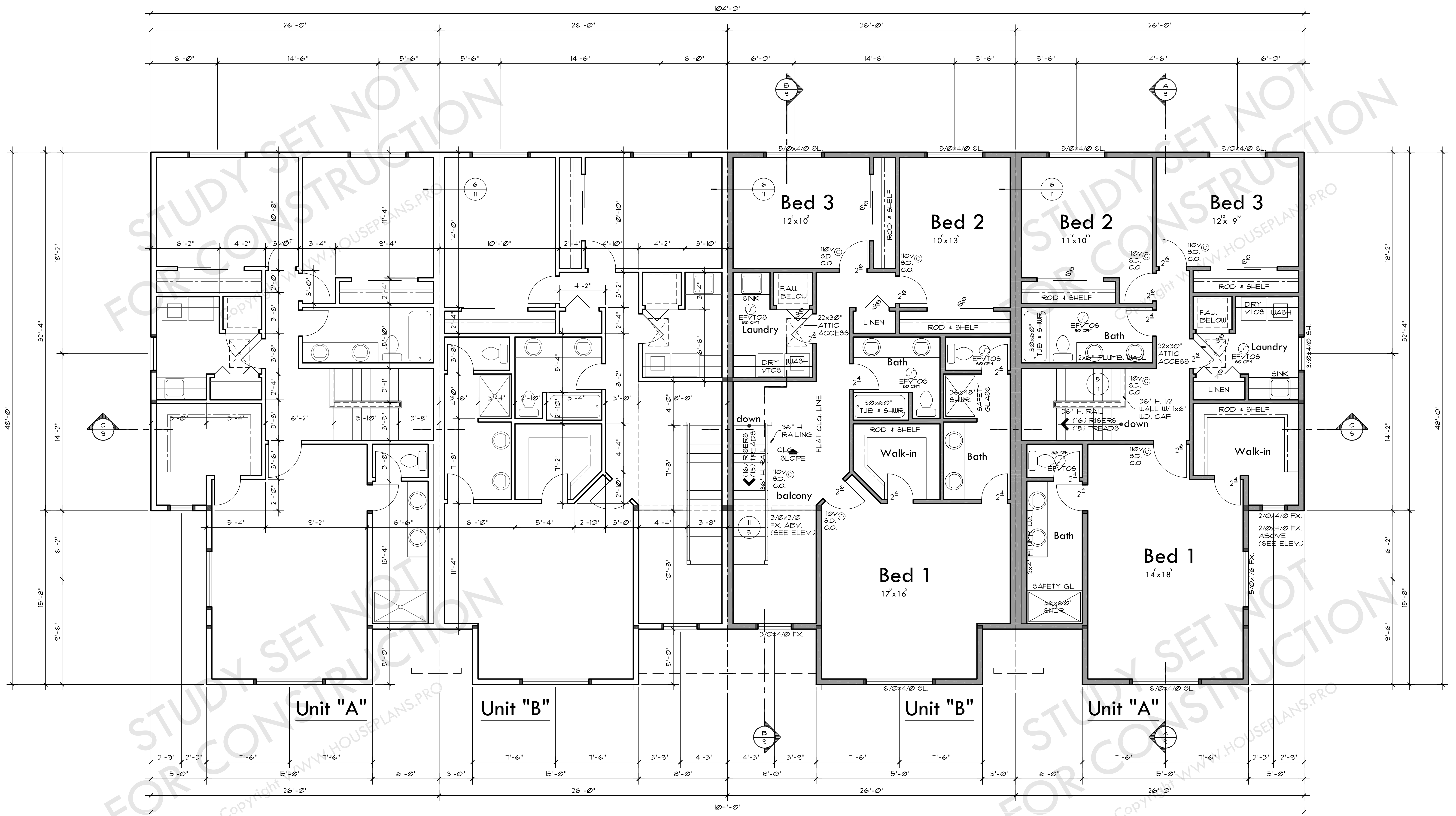
Unit "B" Square Footage:
Main Floor:— 814 sq. ft.
Upper Floor:— 1080 sq. ft.
Total Living:— 1894 sq. ft.
Garage— 376 sq. ft.

Unit "A" Square Footage:
Main Floor:— 664 sq. ft.
Upper Floor:— 1078 sq. ft.
Total Living:— 1742 sq. ft.
Garage— 431 sq. ft.

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REVISIONS	F-609
DRAWN BY: CFB	CHECKED BY: DAW
SHEET 5 OF 11	DATE: 1/20/20
PLAN NUMBER: F-610	



110V smoke/carbon monoxide detector
CO
Provide one smoke/carbon monoxide detector (min.) per floor and one in each corridor accessing bedrooms & in bedrooms. All detectors located outside sleeping rooms shall be interconnected so that when one is tripped the all will sound. Provide battery backup for all units.

NOTE:
ALL NOTES & DIMENSIONS TYPICAL
EACH UNIT

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Upper Floor Plan
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SCALE: 1/4"=1'-0"

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REVISIONS	F-609
DRAWN BY: CFB	
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DATE: 1/20/20	

SHEET	7	OF	11
PLAN NUMBER:	F-610		

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ORDINANCE #760

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR JAMES POINT:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 3.69 acres legally described on Exhibit A (the "Property") from C-1 (General Commercial District) and R-3 Medium (Medium Density Two or More Family Dwelling District) to R-3 Medium (Medium Density Two or More Family Dwelling District).

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-3 Medium Zoning Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and James Point, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2021 Code of Iowa, as amended.

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

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

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

Passed and approved by the City Council on this _____ day of _____ 20__.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

OUTLOT 'Z' (EXCEPT JAMES POINTE PLAT 2) IN JAMES POINTE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, AND THE ADJOINING HALF-STREET RIGHT-OF-WAY. SAID OUTLOT 'Z' AND RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT 'Z' (EXCEPT JAMES POINTE PLAT 2); THENCE N00°06'37"E 615.54 FEET TO THE CENTERLINE OF NW. 27TH STREET AS IT IS PRESENTLY ESTABLISHED; THENCE, EASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION OF NW. 27TH STREET AND N. JAMES STREET, SAID POINT BEING THE EAST ¼ CORNER OF SECTION 30, TOWNSHIP 80, RANGE 25 WEST OF THE 5TH P.M. POLK COUNTY, IOWA; THENCE, SOUTHERLY ALONG THE CENTERLINE OF N. JAMES STREET AS IT IS PRESENTLY ESTABLISHED TO THE EXTENDED SOUTH LINE OF SAID OUTLOT 'Z' (EXCEPT JAMES POINTE PLAT 2); THENCE, S89°53'23"W 355.97 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5.040 ACRES MORE OR LESS.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of April 12, 2022

AGENDA HEADING: 2022 Asphalt Overlay Project – 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 April 5, 2022 and the following are the results:

InRoads, LLC - \$318,959.00
Paco Construction, LLC - \$347,074.45
Des Moines Asphalt & Paving - \$349,598.60
Grimes Asphalt and Paving Corporation - \$353,207.40
Engineering Estimate - \$263,776.70

The results from the bidding showed good interest in this project for this type of work. There was a good grouping of the bids around \$350,000 with the low bidder being about \$55,000 over the engineer's estimate. The bids appear to reflect the current bidding environment for this type of work, with the bidders grouped close together and getting 4 bids for asphalt work when we usually only get 2 bids. The same market pressures driving up prices are showing up with inflation related to supply chain and labor force issues. The low bidder is InRoads, LLC. of Des Moines, Iowa. InRoads is a newer player on the asphalt scene and has successfully completed projects in the Des Moines metro area. The engineer and city staff have no concerns regarding their ability to complete this project.

FISCAL IMPACT: This project came in about \$55,000 over the engineer's estimate and is in the current Public Works budget for construction this fiscal year.

PREVIOUS COUNCIL ACTION(S): Approval of a Professional Services Agreement for design and bidding, Approval of resolution setting the dates for the public hearing and bid letting.

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

City of Grimes
2022 Asphalt Overlay Project
Grimes, IA

TABULATION OF BIDS
Bid Letting Date: Tuesday April 5, 2022 @ 10:30 AM



430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

Base Bid

Line No.	Description	Unit	Quantity	Engineer's Estimate		InRoads LLC Des Moines, IA		Paco Construction, LLC Runnells, IA		OMG Midwest, Inc DBA as Des Moines Asphalt & Paving Ankeny, IA		Grimes Asphalt and Paving Corporation Des Moines, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TOPSOIL, OFF-SITE	CY	28	\$30.00	\$840.00	\$115.00	\$3,220.00	\$35.00	\$980.00	\$100.00	\$2,800.00	\$118.00	\$3,304.00
2	EXCAVATION, CLASS 10	CY	353	\$15.00	\$5,295.00	\$39.00	\$13,767.00	\$35.00	\$12,355.00	\$25.00	\$8,825.00	\$30.00	\$10,590.00
3	SUBBASE, MODIFIED, 6 IN	SY	1282	\$10.00	\$12,820.00	\$15.00	\$19,230.00	\$7.50	\$9,615.00	\$17.50	\$22,435.00	\$21.00	\$26,922.00
4	INTAKE, SW-513	EA	1	\$5,000.00	\$5,000.00	\$8,700.00	\$8,700.00	\$7,500.00	\$7,500.00	\$9,500.00	\$9,500.00	\$11,200.00	\$11,200.00
5	MANHOLE ADJUSTMENT, MINOR	EA	5	\$1,400.00	\$7,000.00	\$2,450.00	\$12,250.00	\$3,000.00	\$15,000.00	\$1,750.00	\$8,750.00	\$2,100.00	\$10,500.00
6	REMOVE INTAKE	EA	1	\$500.00	\$500.00	\$3,660.00	\$3,660.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00
7	PAVEMENT, PCC, 7 IN.	SY	52	\$75.00	\$3,900.00	\$110.00	\$5,720.00	\$85.00	\$4,420.00	\$95.00	\$4,940.00	\$112.00	\$5,824.00
8	CURB AND GUTTER, 30 IN, HEIGHT VARIES	LF	119.4	\$38.00	\$4,537.20	\$42.00	\$5,014.80	\$55.00	\$6,567.00	\$50.00	\$5,970.00	\$59.00	\$7,044.60
9	PAVEMENT, HMA	TON	1,511	\$90.00	\$135,990.00	\$94.00	\$142,034.00	\$95.00	\$143,545.00	\$96.25	\$145,433.75	\$96.00	\$145,056.00
10	SIDEWALK, PCC, 6 IN.	SY	6.4	\$75.00	\$480.00	\$125.00	\$800.00	\$95.00	\$608.00	\$250.00	\$1,600.00	\$295.00	\$1,888.00
11	FULL DEPTH PATCHES, HMA	TON	241	\$115.00	\$27,715.00	\$155.00	\$37,355.00	\$155.00	\$37,355.00	\$154.25	\$37,174.25	\$161.00	\$38,801.00
12	MILLING	SY	7308	\$2.00	\$14,616.00	\$4.10	\$29,962.80	\$3.95	\$28,866.60	\$4.45	\$32,520.60	\$4.75	\$34,719.00
13	PAVEMENT REMOVAL	SY	201.7	\$15.00	\$3,025.50	\$22.00	\$4,437.40	\$10.50	\$2,117.85	\$20.00	\$4,034.00	\$24.00	\$4,840.80
14	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$12,300.00	\$12,300.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$11,600.00	\$11,600.00
15	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND STRAW MAT	SF	1058	\$1.00	\$1,058.00	\$2.50	\$2,645.00	\$2.50	\$2,645.00	\$2.00	\$2,116.00	\$3.00	\$3,174.00
16	CONSTRUCTION SURVEY	LS	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
17	MOBILIZATION	LS	1	\$29,000.00	\$29,000.00	\$11,550.00	\$11,550.00	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00	\$22,950.00	\$22,950.00
18	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$2,000.00	\$2,000.00	\$813.00	\$813.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00
TOTAL BASE BID					\$263,776.70		\$318,959.00		\$347,074.45		\$349,598.60		\$353,207.40

5-Apr-22
H:\GRIMES_C\JA\0A1124882\5_PlaneSpec\8_Bid Documents\Bid Tabulation.xlsx

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 ASPHALT OVERLAY PROJECT", 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 04-0722

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE 2022 ASPHALT
OVERLAY PROJECT

WHEREAS, on the 22nd day of March, 2022, 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 2022 Asphalt Overlay Project; 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 12th day of April, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 ASPHALT OVERLAY PROJECT", 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 _____, 202_, 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 04-0822

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 ASPHALT OVERLAY PROJECT

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 2022 Asphalt Overlay Project, described in the plans and specifications heretofore adopted by this Council on April 12, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: InRoads, LLC of Des Moines, IA

Amount of bid: \$318,959.00

Portion of project: All Construction work

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 ASPHALT OVERLAY PROJECT", 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 04-0922

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE 2022 ASPHALT OVERLAY PROJECT**

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

That the construction contract and bonds executed and insurance coverages for the construction of certain public improvements described in general as the 2022 Asphalt Overlay Project, 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: InRoads, LLC of Des Moines, IA

Amount of bid: \$318,959.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work



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

AGENDA MEMO

Meeting: April 12, 2022

AGENDA HEADING:

Resolution Authorizing Purchase Agreement Negotiation – 309 E. 1st Street

SYNOPSIS:

Staff have become aware of an opportunity at 309 E. 1st Street, where the property owner has expressed an interest in selling the property to the City. Following discussion with the owner, and an evaluation of the property (inspection and appraisal), Staff has determined that the acquisition is in the best interest of the City. The City owns the adjoining property to the west, and anticipated future improvements at this particular intersection will require its acquisition.

With that in mind, staff has prepared the attached resolution, which will allow City Staff to negotiate a purchase price for the property.

FISCAL IMPACT:

TBD. Adequate cash reserves are available.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

RESOLUTION AUTHORIZING PURCHASE AGREEMENT NEGOTIATION – 309 E 1ST STREET

WHEREAS, the City of Grimes (the “City”) has identified the need to make certain improvements to the intersection of E 1st Street and Main Street (the “Improvements”), and

WHEREAS, the City has identified a certain property located at 309 E 1st Street (the “Property”) that will be needed to be acquired for the Improvements; and,

WHEHREAS, the City has ordered and obtained an appraisal on the property; and

WHEREAS, the City also owns property adjoining to the Property (the “Adjacent Property”); and,

WHEREAS, is it is been determined that acquisition of the Property is necessary, and beneficial to the Improvements and the Adjacent Property.

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

1. That City Staff is hereby authorized to negotiate an agreement to purchase the property, and bring any necessary agreements to the City Council for approval.

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

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk