

1. Agenda

Documents:

[042622 CC AGENDAUPDATED.PDF](#)

2. Meeting Materials

Documents:

[042622 CC PACKET UPDATEDCONDENSED.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 26, 2022 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 26, 2022 AT 5:30 PM AT GRIMES COMMUNITY CENTER

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)

- A. Minutes from previous meeting
- B. ABD Licensing
 - a. Renewal: Spirits:109 E. 1st Street: Class E Liquor; Class B Wine, Class C Beer, Sunday Sales
 - b. New License: Premier Nails, 1101 E. 1st Street: Class C Liquor; Sunday Sales
 - c. Grimes Chamber- Governors days : 5 day license
- C. Resolution 04-2222 Consent and Agreement for Improvements for Lot 26 of Autumn Park West Plat 1 (1612 NW 8th Street)
- D. Resolution 04-2322 Consent and Agreement for Improvements for Lot 9 of North Pointe Plat 2 (2407 NE 12th Street)
- E. Resolution 04-2422 Consent and Agreement for Improvements for Lot 36 of Heritage at Grimes Plat 3 (701 NE 21st Street)
- F. Resolution 04-2522 Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 32 in Heritage at Grimes Plat 7 – 2113 NE Heritage Drive
- G. Resolution 04-2622 To Fix a Date for a Public Hearing on Proposal to Enter Into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount not to Exceed \$37,000,000 for May 10, 2022
- H. Letter of Engagement with Dorsey & Whitney LLP for 2022 SRF Sewer Improvement Project
- I. Resolution 04-2722 Approval of Fireworks Permit for Cutty's Des Moines Camping Club for July 2, 2022 at 10:00 pm and September 24th, 2022 at 8:00 pm
- J. Resolution 04-2822 Approving Traffic Impact Study Cost Share Agreement-NE Destination Drive
- K. Resolution 04-2922 Approving Real Estate Purchase Agreement – WRA Hope Urfer Property
- L. Resolution 04-3022 Approving Offer to Purchase – WRA Hope Meadows Property
- M. Resolution 04-3122 Approving A Destination Iowa Grant Application for the GrimesPlex Project
- N. Resolution 04-3222 Approving to Enter Into Contract For Professional Services with Heartland Business Systems, LLC
- O. Resolution 04-3322 Re Public Art Purchase Agreement with Group Creative Services
- P. Resolution 04-3422 Setting Time and Place for Public Hearing on Proposed Rezoning of Property Generally Located East of Highway 141 and South of NE Beaverbrooke Blvd From A-1 Agricultural District to R-4 Planned Residential Development District and R-3 Medium Density Two or More Family Dwelling District – May 24, 2022 – Fagen Property
- Q. Resolution 04-3522 Setting Time and Place for Public Hearing on Proposed Rezoning of Property Generally Located at the Northwest corner of SE 37th Street and South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District – May 24, 2022 Herndon Property
- R. Resolution 04-3722 Personnel Transaction
- S. Resolution 04-3822 Approving FY23 Employee Benefits Policy
- T. Resolution 04-3922 Authorizing the HR Director to Renew, Extend, or Sign Agreements for Employee Group Health Insurance and Ancillary Benefits
- U. Change Orders:
 - 1. Change Order #5 Synergy Contracting, LLC for SE Jacob Street Water Main increasing \$9,940.00
- V. Pay Applications:
 - 1. Pay Application #5 Synergy Contracting, LLC for SE Jacob Street Water Main \$16,161.60
 - 2. Pay Application #26 Shank Constructors, Inc for RO Water Treatment Plant-Phase 1 \$65,327.70
 - 3. Pay Application #2 Forman Ford – New Grimes Library \$17,528.00
- W. Pay Applications for Professional Services:

1. Pay Application #28 McClure Engineering Company for Reverse Osmosis Water Treatment Plant – Phase 1 \$335.00
2. Pay Application #1 McClure Engineering Company for Grimes Lime Softening Water Treatment Plant CIP Planning & Improvements \$987.50
3. Pay Application #7 Foth Infrastructure & Environment, LLC for 2021 Sanitary Sewer Collection System Study \$26,331.10
4. Pay Application #1 Foth Infrastructure & Environment, LLC for SE 19th Street Sanitary Sewer Extension \$10,066.91
5. Pay Application #26 Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements \$11,792.50
6. Pay Application # 16 Bolton & Menk, Inc for Highway 44 Corridor Study \$3,452.50
7. Pay Application #6 Bolton & Menk, Inc for 2021 Asphalt Overlay Project \$3,916.00
8. Pay Application #2 The Weitz Company, LLC – New Grimes Library \$24,181.00
- X. Professional Service Agreement – I&S Group, Inc for Engineering Construction Services – Waterworks Park Improvement Project
- Y. Resolution 04-4022 Professional Service Agreement – Snyder & Associates, Inc for Traffic Impact Analysis Fagen Development/Surrounding Area East of IA 141 & Beaverbrooke Blvd
- Z. Resolution 04-4122 Approving A Food Truck Fundraising Event For The New Library Project In The Parking Of The Grimes Public Library
- AA.Receiving and Filing of Correspondence and Reports
- BB.Finance Report March 2022
- CC. 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. 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**
 1. Public Hearing on Grimes Section 9-5-2 (1) With Regard to Water Service Rates, Section 9-10.4 With Regard to Sewer Service Rates, Section 9-15-6 (1B) For Collection of Recyclable Materials and Section 9-13-9 (1) Solid Waste
 2. First Reading of Ordinance 761 Grimes Section 9-5-2 (1) With Regard to Water Service Rates, Section 9-10.4 With Regard to Sewer Service Rates, Section 9-15-6 (1B) For Collection of Recyclable Materials and Section 9-13-9 (1) Solid Waste
- B. Third Reading of Ordinance 760 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, LLC and Approving a Development Agreement between the City of Grimes and James Point, LLC**
- C. Proposed Rezoning 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 – generally referred to as MKEDS**

1. Public Hearing on Proposed Rezoning 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, generally referred to as MKEDS
2. First Reading of Ordinance 762 on Proposed Rezoning 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, generally referred to as MKEDS

D. 4235 SE Beisser Drive – Site Plan

E. DCG High School Building Addition – Site Plan

F. Hope Commercial Plat 5 – Preliminary Plat

G. Resolution 04-3622 Approving Final Plat of Hope Commercial Plat 5 and Certain Related Agreements and Easements

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, April 12, 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 April 12, 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

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

CONSENT AGENDA

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 \$1,979,501.31

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

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

PUBLIC FORUM – None

Proclamation – Day of Solidarity with Ukraine

Mayor Mikkelsen designated Tuesday, April 12, 2022 as a Day of Solidarity with Ukraine.

PUBLIC AND COUNCIL AGENDA ITEMS

A. Presentation by Marjorie M. Albertsen - Donation to the New Grimes Library

Cheryl Heid, Library Director, introduced Marjorie Albertsen. Heid stated that Albertsen was a long-time supporter of the library as well as the community and generously offered a \$50,000.00 contribution for the new Grimes library. Mayor Mikkelsen accepted the offer, and on behalf of the City of Grimes expressed great appreciation for Albertsen's substantial donation to both the library, as well as the community.

B. Grimes Volunteer Support Services Update – Jay Brewer

Jay Brewer, President of Grimes Volunteer Support Services Board addressed the Council reporting on the many services provided by volunteers within the community. Brewer thanked the city for their continued involvement with his group and presented a plaque identifying the years of support. Mayor Mikkelsen expressed his appreciation of the services provided the volunteers and their contribution to the enrichment of the community.

C. Resolution 04-0622 Establishing Intent to Advance Donation of Hope Sports Plex

City Administrator Jake Anderson stated that a recent workshop was held to review the recent donation proposal to the City by Hope Development. Anderson said that the Resolution before the Council

addresses the policy of proceeding with the intent to advance the donation of conveying a gift of land, monies and leases to the City of Grimes from Hope Development & Realty LLC.

Motion by Johansen, Second by Burger, to approve Resolution 04-0622 Establishing Intent to Advance Donation of Hope Sports Plex.

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

D. Resolution 04-0322 Approving Scope of Services with DMACC for Lean Training.

City Administrator Anderson stated that during Strategic Planning, Council presented a goal to build a more cohesive and stronger work culture, additional training on work flow processes and communication for all staff. Anderson stated that due to a grant through DMACC, the costs to the City would be reduced from \$19,800 to \$5,800.

Motion by Burger, Second by DePhillips, to approve Resolution 04-0322 Approving Scope of Services with DMACC for Lean Training.

Roll Call: Ayes: Burger, DePhillips, Johansen, Borcharding; Abstain- Gisch; Nays: None Motion passes 4 - 0

E. Proposal to Enter into an Urban Renewal Loan Agreement

Finance Director Marcia Woodke addressed Council stating that this Urban Renewal Loan Agreement will allow the city to enter into a loan to borrow an amount, not to exceed one million two hundred thousand dollars to be able to fund the Wallace Farm Park project and combine certain loan agreements previously approved.

1. Public Hearing on Proposal to Enter into an Urban Renewal Loan Agreement

Mayor Mikkelsen opened the Public Hearing at 5:57 pm. Being no oral or written comments, the hearing was closed at 5:57 pm

2. Resolution 04-0522 Taking Additional Action on Proposal to Enter into An Urban Renewal Agreement and Combining Certain Loan Agreements

Development Services Director Alex Pfaltzgraff told the Council that during the last Strategic Planning session, one of the priorities was determined to be the need to take action in regard to property known locally as the Wallace Farm, that the City had acquired in the past. Pfaltzgraff said studies have been made and a number of stakeholder meetings held over the past months regarding the best usage for the property. While Pfaltzgraff said this action does not yet lock in what the final project will entail, but will allow for the funding necessary to continue to develop a plan going forward.

Motion by Gisch, Second by DePhillips, to approve Resolution 04-0522 Taking Additional Action on Proposal to Enter into An Urban Renewal Agreement and Combining Certain Loan Agreements

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

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

Finance Director Woodke advised the Council that while it was initially estimated that a 15% increase for sewer services would be likely, it had been determined that the increase could be held to 7 ½ %. Woodke said the increase for water usage would be 2 ½ %, and no increase on Storm Water rates. Woodke noted that solid waste charges and recycling are passed thru from the hauler without any additional City charges.

Motion by Gisch, Second by DePhillips, to approve 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

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

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

Development Services Director Pfaltzgraff advised the Council that there had not been any changes from the First Reading of the Ordinance. Pfaltzgraff note that this property is being planned for 26 townhomes, with landscaping and buffering between the townhomes and the single-family dwellings to the west and south of the property. Pfaltzgraff noted that a Development Agreement was in the process of being crafted to address any additional development specifications that would need to be addressed. Motion by Johansen, Second by Gisch, to approve the 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

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

H. Public Hearing for the 2022 Asphalt Overlay Project

City Engineer Matt Ahrens addressed Council stating that at a recent bid opening for the 2022 Asphalt Overlay project had a total of four bidders for the project. Ahrens stated the low bidder is from InRoads, LLC at a cost of \$318,959.00

Mayor Mikkelsen opened the Public Hearing at 6:10 pm. Being no oral or written comments, the hearing was closed at 6:10 pm

1. Resolution 04-0722 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the 2022 Asphalt Overlay Project

Motion by Gisch, Second by Burger, to approve Resolution 04-0722 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the 2022 Asphalt Overlay Project

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

2. Resolution 04-0822 Making Award of Construction Contract for the 2022 Asphalt Overlay Project – InRoads, LLC of Des Moines, Iowa \$318,959.00

Motion by Gisch, Second by Burger, to approve Resolution 04-0822 Making Award of Construction Contract for the 2022 Asphalt Overlay Project – InRoads, LLC of Des Moines, Iowa in the amount of \$318,959.00

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

3. Resolution 04-0922 Authorizing Construction Contract and Bond for the 2022 Asphalt Overlay Project

Motion by Gisch, Second by Burger, to approve Resolution 04-0922 Authorizing Construction Contract and Bond for the 2022 Asphalt Overlay Project

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

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

Development Services Director Pfaltzgraff advised the Council that the property owner had approached the City to see if there was an interest in acquiring the ground. Pfaltzgraff said he was seeking authorizing staff to enter into negotiations with the owner.

Motion by Burger, Second by Borcharding, to approve Resolution 04-1722 Authorizing Purchase Agreement Negotiation – 309 E 1st Street

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

ADJOURN

Motion by Johansen, Second by Gisch, to adjourn the meeting at 6:19 p.m.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

Council Meeting April 26, 2022

ABD – NEW LICENSE

1. **Premier Nail Bar:** 1101 E. 1st Street: Class C Liquor; Sunday Sales

ABD LICENSE RENEWAL

2. **Spirits:** 109 E. 1st Street: Class E Liquor; Class B Wine Class C Beer, and Sunday Sales
3. **Grimes Chamber:** 750 S. James St.- Class C Liquor License- 5 day



CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Premier Nails

Establishment Address: 1101 E 1st St Suite 103

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: Completed at CO

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: G. J. Miller

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: Scott Chyee

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: Erin Martin



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
KTB PREMIER NAILS LLC	PREMIER NAIL BAR	(515) 559-4005	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
1101 East 1st Street	Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP
1510 Southwest Vintage ParkwayPrairie Trail	Ankeny	Iowa	50023

Contact Person

NAME	PHONE	EMAIL
TUONG VY VO	(916) 627-6778	premiernailbariowa@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	12 Month	In Progress
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
May 7, 2022	May 6, 2023		
SUB-PERMITS			
Class C Liquor License			



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
TUONG VY VO	Johnston	Iowa	50131	MEMBER	25.00	Yes
KHUONG NGO	Johnston	Iowa	50131	MEMBER	25.00	Yes
THINH NGO	Grimes	Iowa	50111	MEMBER	25.00	No
HIEP TRAN	Urbandale	Iowa	50322	MEMBER	25.00	Yes

Insurance Company Information

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: Spirits Liquor

Establishment Address: 109 E 1st St

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: 4/21/22

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

PRIYA LLC

NAME OF BUSINESS(DBA)

Spirits Liquor

BUSINESS

(515) 986-7373

ADDRESS OF PREMISES

109 E 1st street

PREMISES SUITE/APT NUMBER

Suite B

CITY

Grimes

COUNTY

Polk

ZIP

50111

MAILING ADDRESS

109 E 1st street #B

CITY

Grimes

STATE

Iowa

ZIP

50111

Contact Person

NAME

Manish Adhikari

PHONE

(515) 305-4707

EMAIL

maatarani1988@gmail.com

License Information

LICENSE NUMBER

LE0002891

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

May 4, 2021

TENTATIVE EXPIRATION DATE

May 3, 2022

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

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Renuka Adhikari	Grimes	Iowa	50111	CEO	100.00	Yes

Insurance Company Information

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: Grimes Chamber of Commerce - Governors Days

Establishment Address: 750 S James St

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: Will be completed prior to event.

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	NAME OF BUSINESS(DBA)	BUSINESS	
GRIMES AREA CHAMBER OF COMMERCE	Grimes Chamber & Economic Development	(515) 986-5770	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
750 South James Street	Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP
404 Southeast 2nd StreetGovernors District	Grimes	Iowa	50111

Contact Person

NAME	PHONE	EMAIL
Brian Buethe	(515) 577-3370	brianb@grimesiowa.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	5 Day	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
June 9, 2022	June 13, 2022		
SUB-PERMITS			
Class C Liquor License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Status of Business

BUSINESS TYPE

Nonprofit entity which has a principal office in the State of Iowa.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brian Buethe	Grimes	Iowa	50111	President/CEO	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

June 9, 2022

POLICY EXPIRATION DATE

June 14, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Event Parking

**JUNE
9TH-11TH
2022**

DROP OFF AREA

S James St

SE 4th

SE 5th

SE 6th

GARDEN

STAGE

Entry for Bands

Event
Parking
(Parade Staging
on Sat. Morning)

RESTROOMS

ppp
water
tent

20x20

20x20

20x20

20x20

BEER
TENT

ENTER

BEER SERVICE AREA

VENDORS



CARNIVAL CONTINUED

Pedal Pull
& BINGO
area

TRASH

RESTROOMS

PICNIC AREA

CARNIVAL

CARNIVAL
RESIDENTIAL

S James St

Grim
H

Ewin

S James St



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 26.

SYNOPSIS: The owner of 1612 NW 8th 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 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 overland flowage easement for Autumn Park West Plat 1 Lot 26.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 26 IN AUTUMN PARK WEST PLAT 1
1612 NW 8TH STREET

WHEREAS, the owners of Lot 26 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 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 26, 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 26th 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 Jeffrey Sandmann and Kareen Sandmann, a married couple (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 26 of Autumn Park West Plat 1 (1612 NW 8th St), 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 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 15 day of April, 2022

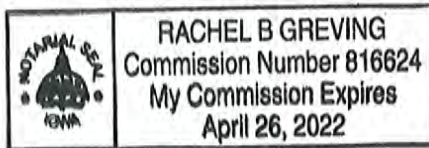
PROPERTY OWNERS

Jeffrey Sandmann
Jeffrey Sandmann

Kareen Sandmann
Kareen Sandmann

STATE OF IOWA)
) SS
COUNTY OF Polk)

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

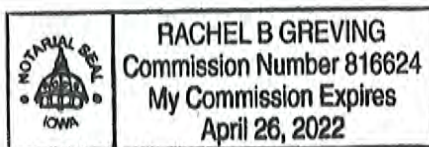


Rachel Greiving
Notary Public in and for the
State of Iowa

My Commission expires April 26, 2022

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15th day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kareen Sandmann, 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.



Rachel Greiving
Notary Public in and for the
State of Iowa

My Commission expires April 26, 2022

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chainlink fence has been proposed to be constructed in an overland flowage easement on Lot 26 of Autumn Park West Plat 1 (1612 NW 8th Street) in accordance to permit number FN-22-022.



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for North Pointe Plat 2 Lot 9.

SYNOPSIS: The owner of 2407 NE 12th 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 North Pointe Plat 2

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 North Pointe Plat 2 Lot 9.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SURFACE WATER
FLOWAGE EASEMENT FOR
LOT 9 IN NORTH POINTE PLAT 2
2407 NE 12TH STREET

WHEREAS, the owners of Lot 9 in North Pointe Plat 2 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 9, North Pointe Plat 2, 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 26th 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 Scott and Rebecca Huthinson, a married couple, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 9 of North Pointe Plat 2 (2407 NE 12th 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 13, 2005 recorded on October 21, 2005, in Book 11354, Page 190-193, 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 6th day of April, 2022

PROPERTY OWNERS



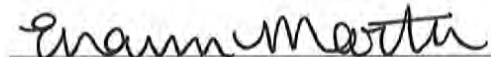
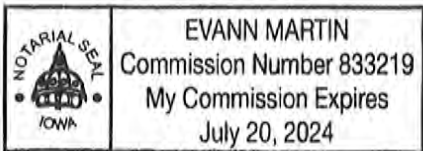
Scott Hutchinson



Rebecca Hutchinson

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 6th day of April, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Hutchinson, 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.

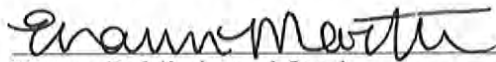
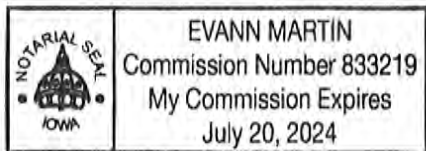


Notary Public in and for the
State of Iowa

My Commission expires 07/20/24

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 11th day of April, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rebecca Hutchinson, 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 07/20/24

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 chainlink fence has been proposed to be constructed in a surface water flowage easement on Lot 9 of North Pointe Plat 2 (2407 NE 12th Street) in accordance to permit number FN-21-07094.



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 3 Lot 36.

SYNOPSIS: The owner of 701 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 36.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 36 IN HERITAGE AT GRIMES PLAT 3
701 NE 21ST STREET

WHEREAS, the owners of Lot 36 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 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 36, 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 26th day of April, 2022.

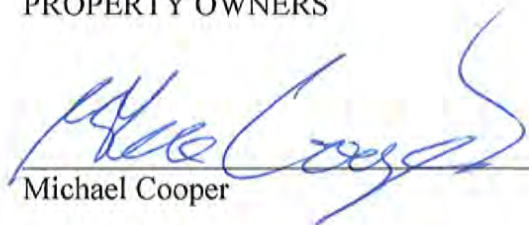
By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Signed this 11 day of April, 2022.

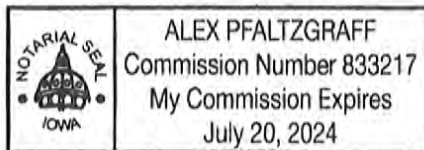
PROPERTY OWNERS


Michael Cooper


Wyatt Blegen

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 11 day of APRIL, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael Cooper, 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.

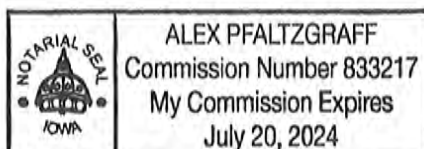


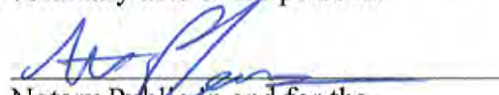

Notary Public in and for the
State of Iowa

My Commission expires 7/20/24

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 11 day of APRIL, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Wyatt Blegen, 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 7/20/24

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 36 of Heritage at Grimes Plat 3 (701 NE 21st Street) in accordance to permit number FN-22-005.



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 7 Lot 32.

SYNOPSIS: The owner of 2113 NE Heritage 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 7.

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 7 Lot 32.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 32 IN HERITAGE AT GRIMES PLAT 7
2113 NE HERITAGE DRIVE

WHEREAS, the owners of Lot 32 in Heritage at Grimes Plat 7 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 32, Heritage at Grimes Plat 7, 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 26th day of April, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Plätzgraff, 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 Monique Hiserote and Dustin Hiserote, a married couple (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 32 of Heritage at Grimes Plat 7 (2113 NE Heritage Dr), 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 March 7, 2019 recorded on March 8, 2019, in Book 17255, Page 956-961, 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.

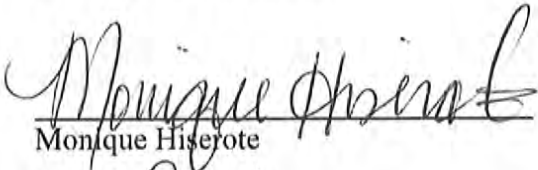
5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement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

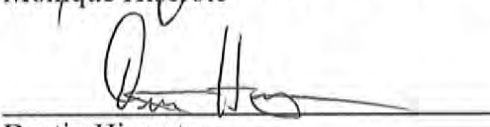
The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the 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 11 day of April, 2022.

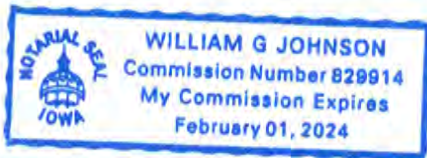
PROPERTY OWNERS

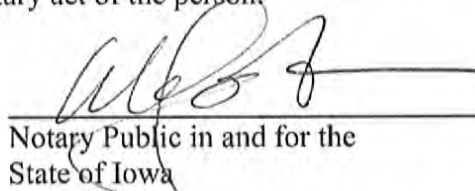

Monique Hiserote


Dustin Hiserote

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 11 day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Monique Hiserote, 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.

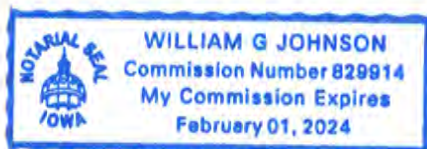


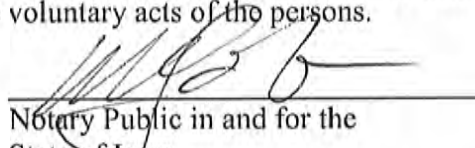

Notary Public in and for the
State of Iowa

My Commission expires 2-1-24

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 11 day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dustin Hiserote, 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 2-1-24

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' ornamental fence has been proposed to be constructed in an overland flowage easement on Lot 32 of Heritage at Grimes Plat 7 (2113 NE Heritage Dr) in accordance to permit number FN-22-017.

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

419952-67 (N/I)

Grimes, Iowa

April 26, 2022

The City Council of the City of Grimes, Iowa, met on April 26, 2022, at 5:30 o'clock p.m., at the Grimes Community Center, 410 SE Main Street, in the City.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 04-2622

Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$37,000,000

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the "Outstanding Bond Resolution"), the City previously issued its \$2,913,000 Taxable Sewer Revenue Improvement and Refunding Bond, Series 2021, dated September 10, 2021 (the "Outstanding Bond"), a portion of which remains outstanding; and

WHEREAS, pursuant to the Outstanding Bond Resolution, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bond under the terms and conditions set forth in the Outstanding Bond Resolution; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$37,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on May 10, 2022, at the _____, in the City, at _____ o'clock ____m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$37,000,000

(SEWER REVENUE)

The City Council of the City of Grimes, Iowa, will meet on May 10, 2022, at the Grimes Community Center, 410 SE Main Street, in the City, at 5:30 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$37,000,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Sanitary Sewer System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Taxable Sewer Revenue Improvement and Refunding Bond, Series 2021, dated September 10, 2021 and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Grimes, Iowa.

Rochelle Williams
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$37,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

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

Passed and approved this April 26, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

• • • •

On motion and vote, the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE:

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

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Sewer Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

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

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Scott Mikkelsen	,	Mayor
Jake Anderson	,	City Administrator
Rochelle Williams	,	City Clerk
Marcia Woodke	,	City Finance Director/Treasurer
Ryan Burger	,	Council Member/Mayor Pro Tem
Eric Johansen	,	Council Member
David Gisch	,	Council Member
Andy Borcharding	,	Council Member
Laurie DePhillips	,	Council Member

I further certify that the City established the Municipal Sanitary Sewer System (the "Utility") and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

OUTSTANDING DEBT CERTIFICATE:

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

I, the undersigned, City Clerk of the City of Grimes, Iowa (the "City"), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Sanitary Sewer System (the "Utility"), except as follows:

Date	Type	Principal Amount Outstanding	Maturity
09-10-2021	Sewer Revenue	\$ _____	06-01-2036

(Attach here a separate sheet listing any other outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue.)

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA

DALLAS AND POLK COUNTIES SS:

CITY OF GRIMES

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

April 19, 2022

VIA EMAIL

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: Grimes, Iowa
2022 SRF Sewer Improvement Project

Dear Jake:

The purpose of this letter is to update our role as bond counsel for the City of Grimes's (the "City") pending 2022 SRF Sewer Improvement Project (the "Project") to be financed through the State Revolving Fund loan program. It is our understanding that in addition to the Planning & Design Loan, the City will enter into a long term loan (the "Bond Issue") in the approximate principal amount of \$36,700,000 to finance construction of the Project.

As bond counsel, it will be our responsibility to coordinate activity and legal proceedings necessary to enable the City to authorize the Bond Issue. To accomplish this, we will prepare appropriate resolutions, notices, agreements and certificates, consult with the City's financial advisor and engineer and undertake such additional duties as required by state law and the circumstances. At closing of the Bond Issue, if the conditions are right, we will provide a written legal opinion that (i) the bond issue is a valid and binding obligation of the City; and (ii) the interest will be excluded from gross income for federal income tax purposes.

In performing our services as bond counsel, our sole client 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.

Based upon (i) our current understanding of the terms, structure, size and schedule of the Project and its financing; (ii) the duties we will undertake; (iii) the time we anticipate devoting to the representation; and (iv) the responsibilities we assume; we estimate that our fees and expenses related to the Bond Issue will be \$18,500. If additional credit facilities are undertaken, we will make separate fee arrangements accordingly.

You should be aware that we serve as bond counsel to the Iowa Finance Authority with respect to the State Revolving Fund Program (the "SRF Program") with respect to the SRF Program bond issuances to fund the SRF Program. As bond counsel we will not represent the SRF Program or the City with respect to negotiation of the terms of the Bonds or the Loan and Disbursement Agreement. At this point, it is our understanding that the terms of the financing have been established in the approved SRF Program documents and regulations, and our principal task is to draft documents that conform to the requirements and the terms of the SRF

Page 2

Program. Accordingly, we do not anticipate that our acting as bond counsel to the State with respect to the SRF Program will present any impediment to our acting as bond counsel to the City with respect to the Bonds; and, in fact, we believe our familiarity with the SRF Program could be an advantage to the City in completing its proceedings efficiently.

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 Emily Hammond or me.

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

Best regards,

A handwritten signature in black ink, appearing to read 'John P. Danos', with a stylized flourish at the end.

John P. Danos

JPD/lb

I understand and agree to the arrangements stated above.

CITY OF GRIMES, IOWA

BY: _____
Scott Mikkelsen, Mayor

Date: _____

Attest: _____
Rochelle Williams, City Clerk

Date: _____



JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT

Department of Fire Prevention

6373 Merle Hay Rd., Johnston, IA 50131, 515-251-7692

Memorandum

To: Rochelle Williams, City Clerk

CC: Jim Clark, Fire Chief

From: Craig Ver Huel, Fire Marshal

Date: 4/22/2022

Re: Cutty's Campground Fireworks Displays

Upon review of the documents submitted for fireworks displays planned for July 2, 2022 and September 24, 2022 for Cutty's Campground located at 2500 SE 37th St., Grimes, Iowa 50111, the fire department has no concerns in approving the request to move forward with approving the displays.

Rochelle Williams

From: Shelene Johnson <shelenej@jandmdisplays.com>
Sent: Monday, April 18, 2022 12:56 PM
To: Rochelle Williams
Cc: Mark Johnson; Cuttys Manager
Subject: Fireworks permit request for Cutty's Des Moines Camping Club July 2,2022 and Sept. 24, 2022 displays
Attachments: Cutty's July and Sept ins certificate 2022.pdf; Cutty's July product list 2022.pdf; Cutty's Fall show product list 2022.pdf; ATF renewal extension April 2022.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Rochelle,

The purpose of this letter is to request a fireworks permit or letter of approval for Cutty's Des Moines Camping Club, Inc. fireworks display scheduled for Saturday July 2, 2022 and Saturday, September 24th, 2022 at 2500 SE 37th Street Grimes, Iowa. The July 2nd display will shoot at approximately 10:00 PM and the September 24th display will shoot at approximately 8:00 PM. Attached you will find device lists and insurance coverage.

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

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

Please feel free to contact us with any questions pertaining to the safe transport, use, permitting, storage or anything else pertaining to fireworks. We will be happy to assist in any way we can. Would you please email me a letter of approval for our records? We like to have a copy in case of an ATF audit because we want to keep the ATF happy!

Thank you,

Shelene Johnson

shelenej@jandmdisplays.com

cell# 319-759-3190

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

GRIMES RESOLUTION NO: 04-2722

RESOLUTION APPROVING CUTTY'S DES MOINES CAMPING CLUB
FIREWORKS DISPLAY

WHEREAS, the City of Grimes has received a request from Cutty's Des Moines Camping Club, Inc. for permission for a fireworks display;

WHEREAS, the Grimes City Code under 41.12 Fireworks Permit the City Council may upon application grant a permit for the display of fireworks;

WHEREAS, Cutty's Des Moines Camping Club, Inc has hired J&M Displays for the fireworks display on July 2, 2022 and September 24, 2022 at the camp ground located at 2500 SE 37th Street;

WHEREAS, J&M Displays has filed with the city evidence of insurance as required under the City Code;

WHEREAS, J&M Displays will supply the City with a Letter of Clearance for each crew member;

WHEREAS, the Grimes Fire Marshal and Building Department have reviewed the request and find no issues, and,

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

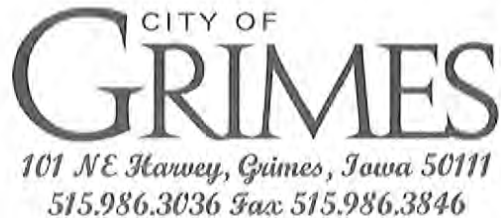
- 1) The Mayor and City Clerk are authorized to execute and attest to the fireworks permit on behalf of the City for July 2, 2022 and September 24, 2022.

PASSED AND APPROVED this 26th day of April, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



Permit #022022

PERMIT FOR SUPERVISED DISPLAY OF FIREWORKS:

Application having been made in accordance with the Laws of the State of Iowa and Grimes City Code 41.12 Fireworks Permit.

Permission is hereby granted to J&M Displays, 18064 170th Avenue, Yarmouth, Iowa 52660-9772

To have a supervised display of fireworks at Cutty's Des Moines Camping Club, Inc. 2500 SE 37th Street, Grimes, Iowa

in the County of Polk and the State of Iowa to be shown on July 2, 2022 beginning at 10:00 pm and September 24, 2022 beginning at 8 pm.

The competent person authorized to conduct the display is employees of J&M Displays.

This permit for supervised display of fireworks is granted this the 26th day of April, 2022

_____, Scott Mikkelsen, Mayor

ATTEST:

_____, Rochelle Williams, City Clerk

***A copy of up to date insurance is required prior to validation of permit and shall be attached to this permit ***

*** Permit approval is contingent upon Grimes City Council Approval**



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

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

Total Price of Show: [REDACTED]

Total Shot Count: 1197

Packing Check: 197

Date of Display: 07/02/22

Customer Number: 10460

Please Note the Following Comments:

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



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

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity Name

Rising Effect

- | | |
|---|--|
| 1 | Red White Blue & crackling comets, with report finale 100 shot |
| 1 | Cake assort B- 4 different 25 shot cakes, Patriotic w/reports |

Category Shell Count: 200

Section Shell Count: 200

Free for Customer Satisfaction

3 Inch Color Shells

Quantity Name

Rising Effect

- | | |
|---|--------------------|
| 1 | White to crackling |
|---|--------------------|

Category Shell Count: 1

Section Shell Count: 1



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

Main Event

3 Inch Special Effect Shells

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

2	Heart Pattern Red to crackle	
2	Heart Pattern shell	
1	Red and blue with whistles (cylinder)	
1	Red with whistles (cylinder)	

Category Shell Count: 6

Section Shell Count: 243

Finales

Multi-shell Barrage Units

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

1	Small Finale #2 with reports 100 shot	
---	---------------------------------------	--

Category Shell Count: 100

Section Shell Count: 100

Miscellaneous

Ignition Items

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

60	Igniter 2 meter leads	
102	Igniter 3 meter leads	

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

Multi-shell Barrage Units

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

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

Category Shell Count: 49

3 Inch Color Shells

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

2	Six Angle brocade crown	
1	Golden wave to variegated	
1	Reddish gamboge to magenta chrys	

Category Shell Count: 4

Section Shell Count: 53

15% Free for Multiple Year Agreement



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

Opening

Multi-shell Barrage Units

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

2	V shape candle bundle 300 shot - Assorted colors	
---	--	--

Category Shell Count: 600

Ground Displays

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

1	U. S. Flag 5' by 8'	
---	---------------------	--

Category Shell Count: 0

Section Shell Count: 600

Main Event

Multi-shell Barrage Units

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

1	RWB & whistles, whistle to report volley Finale 49 shot	
---	---	--

1	Silver Spinners to Red & Blue 49 shot	
---	---------------------------------------	--

Category Shell Count: 98

2.5 Inch Color Shells

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

1	Assortment Z of 10 triples (30 shells) of J&M Brand shells ELECTRIC FIRE	
---	--	--

Category Shell Count: 30

3 Inch Color Shells

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

1	CHANSAN SHELL - Mixed color peony	
---	-----------------------------------	--

1	Blue to crackling	
---	-------------------	--

1	Color dahlia with silver strobe (Three color)	
---	---	--

1	Red to crackling	
---	------------------	--

1	Reddish gamboge to purple to green chrys	
---	--	--

1	Lemon Eddy in Chrys	
---	---------------------	--

1	Reddish gamboge to var. color chrys	
---	-------------------------------------	--

1	Varigated peony to crackling	
---	------------------------------	--

1	White strobe with red dahlia	
---	------------------------------	--

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

1	Assortment C of 20 (5 report & 15 color) shells ELECTRIC FIRE	
---	---	--

1	Assortment P of 10 pairs (20 shells) of J&M Brand shells	
---	--	--

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

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

Category Shell Count: 109



J&M Displays Proposal for: Cutty's Des Moines Camping Fall show Sept 24

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

Total Price of Show: [REDACTED]

Total Shot Count: 1177

Packing Check: 135

Date of Display: 09/24/22

Customer Number: 10460

Please Note the Following Comments:

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

Note: Extra Multiple Year Bonus is for Early Pay Bonus. CUSTOMER WANTS APPROX 20 MINUTE SHOW !!



J&M Displays Proposal for: Cutty's Des Moines Camping Fall show Sept 24

Finales

Multi-shell Barrage Units

Quantity Name

Rising Effect

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

Category Shell Count: 49

Section Shell Count: 49

Miscellaneous

Ignition Items

Quantity Name

Rising Effect

59 Igniter 2 meter leads

50 Igniter 3 meter leads

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

Multi-shell Barrage Units

Quantity Name

Rising Effect

1 RWB & whistles, whistle to report volley Finale 49 shot

1 Silver tail to silver time rain 25 shot

Category Shell Count: 74

Section Shell Count: 74

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity Name

Rising Effect

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

Category Shell Count: 100

Section Shell Count: 100



J&M Displays Proposal for: Cutty's Des Moines Camping Fall show Sept 24

Main Event

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
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1	Brocade Crown 36s (25sec)	
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Category Shell Count: 36

Multi-shell Barrage Units

Quantity	Name	Rising Effect
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1	Multicolor comets to reports 25 shot	
1	V shape candle bundle 300 shot - Gold wave	
1	V shape candle bundle 300 shot - Pink	
1	Glittering Willow comets 100 shot fan	
1	Cake assort A- 4 different 25 cakes, variety effects	

Category Shell Count: 825

2.5 Inch Salutes

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

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

Category Shell Count: 5

2.5 Inch Color Shells

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

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

Category Shell Count: 65

3 Inch Color Shells

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

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

Category Shell Count: 20

3 Inch Special Effect Shells

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

2	Heart Pattern Red to crackle	
1	Red with whistles (cylinder)	

Category Shell Count: 3

Section Shell Count: 954

Finales



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2022

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

COVERAGES**CERTIFICATE NUMBER:** 335402710**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		SI8ML00060-221	1/15/2022	1/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		SI8CA00033-221	1/15/2022	1/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		P-001-000063943-04	1/15/2022	1/15/2023	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C	Excess Liability #2		SI8EX01313-221	1/15/2022	1/15/2023	Each Occ/Aggregate Total Limits	\$4,000,000 \$10,000,000

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

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

FIREWORKS DISPLAY DATES: JULY 2 AND SEPTEMBER 24, 2022

LOCATION OF EVENT: CAMPGROUND

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

April 11, 2022

J & M DISPLAYS INC

18064 170TH AVENUE
YARMOUTH, IA 52660-9772

901090: MH/SJI
5400
File Number: 5-IA-00059

Premises Address: 18064 170TH AVENUE YARMOUTH, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov



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

AGENDA MEMO

Meeting: April 26, 2022

AGENDA HEADING:

Resolution Approving Traffic Impact Study Cost Share Agreement

SYNOPSIS:

The City is in receipt of a request for rezoning of property, generally located east of Highway 141 and north of East 1st Street. The rezoning and development plan contemplate the extension of NE Beaverbrooke Blvd and NE Destination Drive. During the initial review, and correspondence with the Iowa DOT, it has been determined that a Traffic Impact Study is required for the extension of NE Beaverbrooke Blvd. The Traffic Impact Study will also be beneficial for the analysis of the NE Destination Drive extension.

Given staff has a relationship with Snyder and Associates, and Snyder and Associates have significant involvement in the Traffic Impact Study for the Hope District (opposite of this development), and the Highway 141 Corridor Study, staff agreed to be the lead on the project. With that, the owner of the property and anticipated buyer of the property have agreed to contribute funds totaling \$12,500 towards the completion of the project. A PSA with Snyder and Associates is also included in this packet for consideration.

Staff has drafted the attached Agreement, which will reimburse the City up to \$12,500 towards the cost of the Traffic Impact Study.

FISCAL IMPACT:

Estimated reimbursement of \$12,500.

Total Traffic Impact Study Cost = \$38,000. Funds are programed in the Development Services Operating Budget

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):



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

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 04-2822

RESOLUTION APPROVING TRAFFIC IMPACT STUDY COST SHARE AGREEMENT –
NE DESTINATION DR

WHEREAS, a rezoning request for property generally located east of Highway 141 and north of East 1st Street; and

WHEREAS, the development concept contemplates the extension of NE Beaverbrooke Blvd and NE Destination Drive; and

WHEREAS, it has been determined that a traffic impact study is necessary for the extension of NE Beaverbrooke Blvd and beneficial to the analysis of NE Destination Drive; and

WHEREAS, the City has agreed to be the lead on the Traffic Impact Study; and,

WHEREAS, the owner of the property and anticipated buyer of the property have agreed to contribute to the cost of the Traffic Impact Study.

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

1. That the City approves the Traffic Impact Study Cost Share Agreement
2. That the Mayor is hereby authorized to execute the agreement and the clerk is hereby authorized to attest.

PASSED AND APPROVED this 26th day of April, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

TRAFFIC IMPACT STUDY COST SHARE AGREEMENT

This Traffic Impact Study Cost Share Agreement (hereinafter called the “Agreement”), is made on or as of the _____, 2022, by and between the City of Grimes, Iowa, a municipal corporation (hereinafter called “City”), and Hope K. Farms, LLC (hereinafter called “Developer”) and Signature Commercial Real Estate, Inc. (hereinafter called “Purchaser.”), and this Agreement includes in its contract terms the “Whereas” provisions;

Whereas, the Developer owns certain real properties referenced by parcel number below and defined by the attached Exhibit A (the “Developer Property”);

Whereas, the Purchaser is in the process of purchasing the property described in Exhibit A, and agrees to be bound by this Agreement in the place of the Developer if the Purchaser completes the purchase of either or both of the properties described in Exhibit A; and,

Whereas, in anticipation of the future development of Developer Property and growth of the City of Grimes, it is necessary to perform a Traffic Impact Study to evaluate the impacts of changing uses and future needs on the existing roadway systems serving the Developer Property;

Now, Therefore, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

Article I. Traffic Impact Study

- (a) The City shall engage an Engineer to perform a Traffic Impact Study pertaining to the Developer Property. The Engineer shall be selected by the City, in its sole discretion, pursuant to applicable City contracting policies. The total cost of the study may be as high as \$38,000.00.
- (b) The Cost of the Traffic Impact Study shall be allocated as follows:
 - (i) Developer and/or the Purchaser of Parcel No. 31100052064000 shall be responsible for 25% of the total cost, with a maximum total cost of \$7,500.
 - (ii) Developer and/or the Purchaser Parcel No. 31100305749263 shall be responsible for 25% of the total cost, with a maximum total cost of \$5,000.
 - (iii) The City shall be responsible for the remainder of the total cost.
- (c) Upon receipt of an invoice from the Engineer, the City shall issue written statements to Developer and/or Purchaser at the address set forth herein, for their respective proportionate share of the costs. Developer and/or Purchaser shall submit payment the City within 30 days of the date of said statements.

Article II. Miscellaneous

Section 2.01. Binding Upon Successors in Interest. It is intended that this Agreement shall run with the land and that it shall, in any event and without regard to technical classifications or designations, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding for the benefit and in favor of, and enforceable by the City against the Developer and/or Purchaser, their successors and assigns, and every successor-in-interest to any of the Developer and/or Purchaser Property or any part thereof, or any interest thereof, and any party in possession or occupancy of any of the Property or any part thereof.

Section 2.02. Interpretation of Contract. This Agreement shall be construed in accordance with the laws of the State of Iowa.

Section 2.03. Titles of Articles and Sections. Titles of the several sections, subsections and paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 2.04. Notices. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; delivered personally; or sent by overnight courier service, as follows:

City of Grimes

Attn: City Clerk
101 NE Harvey St
Grimes, IA 50111

Developer

Hope K. Farms, LLC
4500 Westown Parkway, Suite 277
West Des Moines, IA 50266

Purchaser

Signature Real Estate Services, Inc.
4701 121st Street
Urbandale, IA 50323

or to such other address, department, or individuals either may, from time to time, designate in writing and forward to the other as provided in this Article.

Section 2.05. Counterparts. This Agreement is executed in three counterparts, each of which shall constitute one and the same instrument. A copy of this Agreement, including all Exhibits, shall be maintained in the office of the City Clerk of the City.

[Remainder of Page Left Intentionally Blank]

In Witness Whereof, the parties have caused this Agreement to be duly executed on or as of the date first above written.

ATTEST:

City of Grimes, Iowa

By: _____
Scott Mikkelsen, Mayor

By: _____
Rochelle Williams, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2022, 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, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, 2022; and that Scott Mikkelsen and Rochelle William, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Developer: Hope K. Farms, LLC

By: _____ Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that he executed the instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

**Purchaser: Signature Commercial Real
Estate, Inc.**

By: _____ Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that he executed the instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

Exhibit A

31100305749263:

Outlot "X" in NORTH POINTE PLAT 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa; EXCEPT the Village at North Pointe AND EXCEPT North Pointe Townhomes Plat 1, both being Official Plats.

31100052064000:

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty-three (33), Township Eighty (80) North, Range Twenty-five (25) West of the 5th P.M., now included in and forming a part of the City of Grimes, Polk County, Iowa, EXCEPT that part deeded to the State of Iowa in Book 2944 at Page 211 and in Book 4337 at Page 873 in the Office of the Recorder of Polk County, Iowa.



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Hope Urfer

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.

In this particular case, Hope K Farms owns the property, and has requested in that for exchange for the easements, that certain rights-of-way, that are generally along NE Beaverbrooke and adjacent to the Hope District, be deeded to Hope K Farms. Staff has no issue with the land swap, as the right-of-way are excess from the construction of NE Beaverbrooke. Gabus deeded these rights-of-way to the City last year.

The right-of-way will be incorporated in the adjoining development, and continue to serve as the street space and buffering from NE Beaverbrooke to the development.

Generally speaking, staff finds the value of the right of way and easements to be consistent. This conclusion was drawn upon from appraisals done on the property, and land sales records.

FISCAL IMPACT:

No Cost

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 04-2922

RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT – WRA HOPE
URFER 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 a Real Estate Purchase 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 Real Estate Purchase 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 26th day of April, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is dated as of date last set forth below, by and between Hope K Farms, LLC ("Developer"), and the City of Grimes, Iowa (the "City").

RECITALS

- A. The City is the fee title owner to a tract of land of former road right of way, which lies adjacent to Developer's Property, as defined below. Said tract of land is more particularly described on Exhibit A, attached hereto (the "City Property").
- B. Developer is the owner of a tract of land more particularly described on Exhibit B, attached hereto ("Developer's Property").
- A. Pursuant to Iowa Code Section 306.23, Developer, as the adjacent property owner, and successor in interest to the owner of the parent tract from which the City Property was originally acquired, has preference of sale to acquire the City Property at a price equal to or exceeding fair market value. The City Property is of particular use to Developer in the potential future development of Developer's Property.
- B. The City desires to acquire certain easement interests in real estate from the Developer, as more particularly described in this Agreement.
- C. Developer desires to acquire the City Property under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the property, and the terms and covenants contained herein, the parties mutually agree as follows.

- 1. **PURCHASE AND SALE.** Developer hereby offers to buy and the City by acceptance agrees to sell the City Property, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, subject to the terms of this Agreement.
- 2. **CONSIDERATION.** In consideration for the City Property, Developer agrees to convey to the City the following interests in real estate:
 - a. Perpetual easements, more particularly described on Exhibit C, attached hereto (the "Perpetual Easements").
 - b. Temporary easements, more particularly described on Exhibit D, attached hereto (the "Temporary Easements").

The parties acknowledge and agree that the consideration described herein represents an equal exchange of fair market value for the City Property for purposes of Iowa Code Chapters 6A, 6B and 306.

- 3. **REAL ESTATE TAXES.** There shall be no proration of real estate taxes. The Developer shall be responsible for all real estate taxes and special assessments accruing on the City Property on and after the date of Closing.
- 4. **RISK OF LOSS AND INSURANCE.** Intentionally omitted.
- 5. **POSSESSION AND CLOSING.** If Developer timely perform all obligations, possession of the City

Property shall be delivered to Developer at Closing, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the the City's possession, if any, shall be made as of the date of possession. Closing shall occur on _____, or such other date as mutually agreed upon by the parties. If possession is given on a day other than Closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the parties' respective closing documents and receipt of any funds then due at closing from Developer under this Agreement.

6. **TENANTS.** Developer hereby warrants and represents that there are no tenants or third parties in possession of the Developer's Property, except: _____. As a contingency of Closing, Developer shall negotiate with Tenant, and deliver at Closing an executed agreement upon a form approved by the Grimes City Attorney terminating the tenancy as to the Temporary Easements and Perpetual Easements for the 2022 crop year. Developer currently has a farm lease on the above mentioned parcels for the crop year of 2022. Any damage to those acres outside of the Temporary and Perpetual Easements will be compensated at the rate of \$1,500.00 per acre by the City of Grimes to The Developer.
7. **CONDITION OF PROPERTY.**
 - A. The Developer's Property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the Developer in its present condition until possession, ordinary wear and tear excepted.
 - B. Developer acknowledges that they have made a satisfactory inspection of the City Property, including equipment, fixtures, and improvements as provided in this Agreement, and are purchasing the same in their existing condition. Except as otherwise stated in this Agreement, the City makes no warranties, expressed or implied, as to the condition of the City Property.
8. **TITLE.** Developer warrants that it holds title to the Developer's property in fee, and agrees to coordinate with and provide to the City proof of release of any liens or encumbrances necessary to convey marketable title to the Perpetual Easements and Temporary Easements in a form acceptable to the City, in its sole discretion. The parties acknowledge and agree that no abstract of title shall be provided for the City Property.
9. **SURVEY.** The City shall, at its own expense, cause Acquisition Plats to be prepared for the property interests to be acquired from the Developer, as contemplated in this Agreement.
10. **SEPTIC AND ENVIRONMENTAL MATTERS.**
 - A. Developer warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes, or underground storage tanks located on the Developer's Property, and Developer has done nothing to contaminate the Developer's Property with hazardous wastes or substances. Developer warrants to the best of its knowledge and belief that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks.
 - B. The City may at its expense, within twenty-one (21) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In addition, the City may at its expense, within twenty-one (21) days after the date of acceptance, obtain the report from a qualified soils engineer regarding the suitability of the land for construction of buildings or permanent improvements to the land. Developer shall grant access for such inspections to occur, and land to be

put back in its original condition if disturbed during testing or inspections.

C. Developer warrants that it has not received any oral or written notice from any federal, state, or local authority, having jurisdiction over the Developer's Property, of any violations of applicable environmental law, ordinance, rule, regulation or orders affecting the Developer's Property. Developer shall immediately notify and deliver to the City a copy of any such notice or communication received by Developer on or before Closing. There are no claims, actions or legal proceedings pending, and to the best of Developer's knowledge no threat thereof nor any basis therefor, with respect to Developer or the Property, which would adversely affect the Developer's Property or Developer's ability to perform this Agreement.

D. In the event any hazardous materials, substances, conditions or wastes are discovered on the Developer's Property, the City's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to the City. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by the Developer. In the event that the soil is determined by the City's engineer to not suitable for construction of buildings or other permanent improvements on the land, the City, at its option, may withdraw from this agreement at no cost to the City.

11. **DEED.** At Closing, the City shall convey the City Property to Developer by Quit Claim Deed, subject to easements and encumbrances of record, as provided in this Agreement. Developer shall convey the easement interests contemplated in this Agreement free and clear of all liens, upon forms as prepared and approved by the City.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** Intentionally omitted.

13. **JOINDER BY SELLER'S SPOUSE.** Intentionally omitted.

14. **COVID-19.** Developer and the City acknowledge that mandatory and voluntary closures, quarantines, isolations and restrictions on businesses due to Covid-19 ("Covid-19 Issues") have the potential of causing delays or preventing either party's ability to perform their obligations within the time periods set forth in this Agreement. Examples include delays and closures by appraisers, lenders, recorders and other service providers involved in this transaction. Developer and the City agree that should either need an extension of any of the deadlines set forth in this Agreement due to Covid-19 Issues, the requesting party, through their attorney, will notify the attorney for the non-requesting party via email stating the specific Covid-19 Issue which is causing the delay. Upon receipt of the email, the deadline for the matter affected by the Covid-19 Issue will be automatically extended by ten (10) days. Developer and the City agree that if the requesting party is unable to timely perform their obligations following the grant of an automatic ten (10) day extension, then the non-requesting party may grant an additional ten (10) day extension to the requesting party or cancel this Purchase Agreement upon five (5) business days written notice delivered via email to the attorney for the requesting party receiving the Covid-19 extension.

15. **APPROVAL OF COURT.** If the Developer's Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by the City's attorney. If the sale of the Developer's Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval.

16. **REMEDIES OF THE PARTIES.**

A. If Developer fails to timely perform this Agreement, the City may forfeit it as provided in the Iowa Code (Chapter 656).

B. If the City fails to timely perform this Agreement, Developer have the right to have all consideration

returned to them.

C. Developer and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

17. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

18. **CERTIFICATION.** Developer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. **GENERAL PROVISIONS.**

A. MODIFICATION. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing executed by the Parties with the same formality of this instrument.

B. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.

C. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

D. PARAGRAPH HEADINGS. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

E. TIME OF THE ESSENCE. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall survive the closing. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

F. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same written instrument.

20. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

21. **APPROVAL BY CITY COUNCIL.** This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

22. **ELECTRONIC SIGNATURES.** An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

23. . **ADDITIONAL PROVISIONS.**

- A. Pursuant to Iowa Code Section 6B.52, the City hereby gives notice to Developer that Developer has a five-year right to renegotiate construction or maintenance damages related to the Perpetual Easements and Temporary Easements which are not apparent as of the date of this Agreement.
- B. The City agrees that any drain tile located within the Developer's Property which may be damaged by the City's construction activities shall be repaired at no cost to Developer. The City shall have the right of entry upon Developer's remaining property, if necessary, for purposes of performing any such repairs.
- C. This Agreement is subject to compliance by the Grimes City Council with Iowa Code provisions pertaining to public notice and disposal of City property and vacation of interests in real estate.

Developer:

City:

Hope K Farms, LLC

City of Grimes, Iowa

By: _____

By: _____
Scott Mikkelsen, Mayor

Address:

Address: 101 NE Harvey Street
Grimes, Iowa 50111

Date Signed: _____

Date Signed: _____

Exhibit A

Legal Description - City Property

OUTLOT T HERITAGE AT GRIMES PLAT 2

Exhibit B

Legal Description – Developer's Property

To be added by developer

EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

OWNER/MAILING ADDRESS	PHYSICAL ADDRESS	PARCEL NO.
HOPE K. FARMS, LLC 4500 WESTOWN PKWY WEST DES MOINES, IA 50265	N/A	0836100004

PERPETUAL SANITARY SEWER EASEMENT DESCRIPTION

A PART OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE NORTH 00°03'26" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 125.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°58'50" WEST, 113.04 FEET; THENCE NORTH 26°48'59" EAST, 207.14 FEET TO SAID EAST LINE; THENCE SOUTH 00°03'26" EAST ALONG SAID EAST LINE, 99.55 FEET; THENCE SOUTH 26°48'59" WEST, 93.79 FEET; THENCE SOUTH 55°58'50" EAST, 51.18 FEET TO SAID EAST LINE; THENCE SOUTH 00°03'26" EAST ALONG SAID EAST LINE, 36.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.21 ACRES (9,234 SQUARE FEET)

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PART OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE NORTH 00°03'26" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 101.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°58'50" WEST, 144.20 FEET; THENCE NORTH 26°48'59" EAST, 264.24 FEET TO SAID EAST LINE; THENCE SOUTH 00°03'26" EAST ALONG SAID EAST LINE, 221.23 FEET; THENCE SOUTH 26°48'59' WEST, 8.98 FEET; THENCE SOUTH 55°58'50" EAST, 4.90 FEET TO SAID EAST LINE; THENCE SOUTH 00°03'26" EAST, 84.51 FEET TO THE POINT OF BEGINNING, EXCEPT PERPETUAL EASEMENT REFERENCED ABOVE. EASEMENT CONTAINING 0.22 ACRES (9,646 SQUARE FEET).

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

GRIMES - WRA CONNECTOR



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

9-24-2021

DATE

MICHAEL A. BROONER, P.L.S.

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

SHEETS 1 AND 2

REVISED OWNER 09-24-2021
REVISED 01-05-2021

EASEMENT PLAT

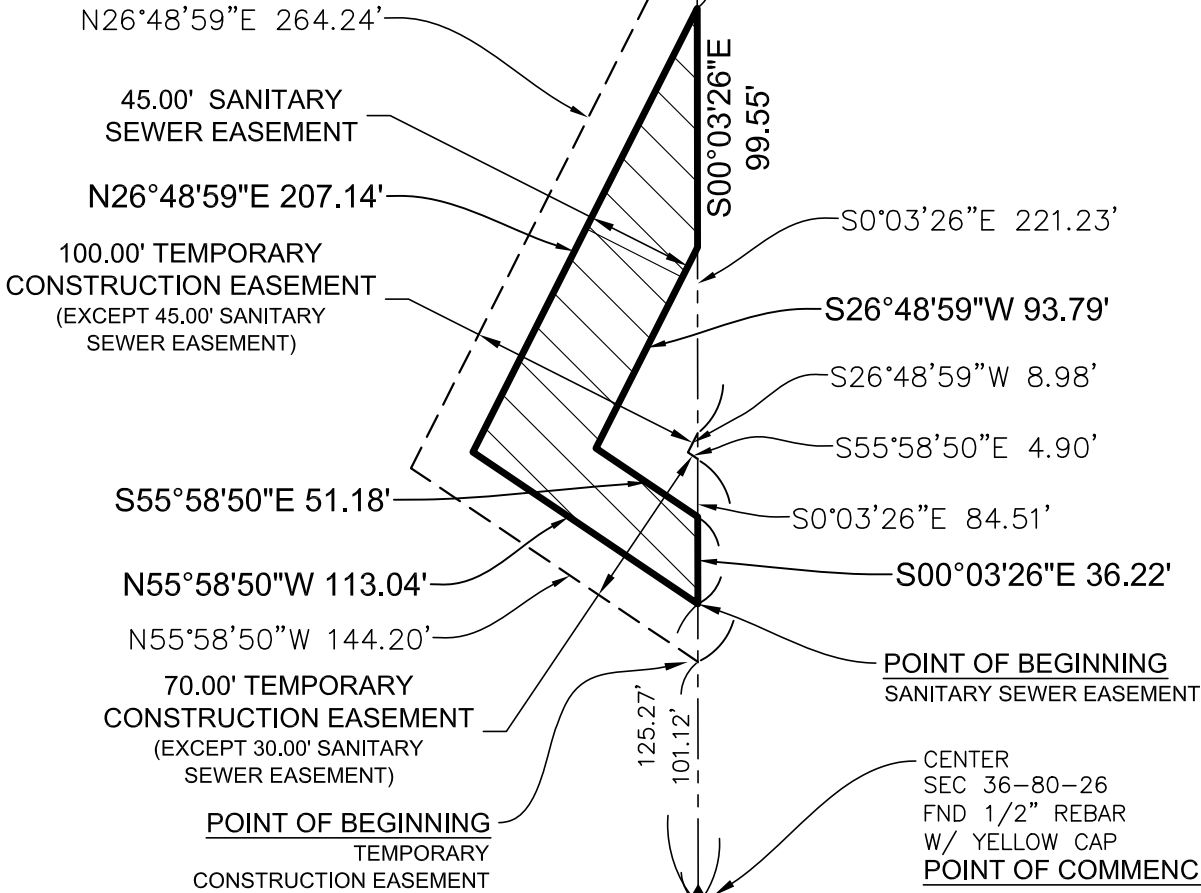
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

N1/4 COR
SEC 36-80-26
FND 1/2" REBAR

SE 1/4 NW 1/4
SEC. 36-80-26

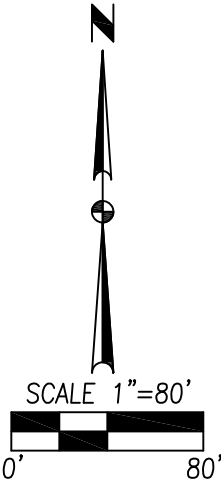
SW 1/4 NE 1/4
SEC. 36-80-26

N00°03'26"W 2646.48'M
N00°00'00"W 2640.93'R
2273.11'



NE 1/4 SW 1/4
SEC. 36-80-26

NW 1/4 SE 1/4
SEC. 36-80-26



LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
SECTION LINE	---	
PROPERTY LINE	---	
PERPETUAL EASEMENT 9,234 SQ. FT.		

EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

PERPETUAL SANITARY SEWER EASEMENT 'A' DESCRIPTION

A PART OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA DESCRIBED AS A 30.00 FOOT WIDE EASEMENT BEING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE SOUTH 89°57’09” EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 64.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09’07” WEST, 99.85 FEET; THENCE NORTH 55°58’50” WEST, 77.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE POINT OF TERMINUS. EASEMENT CONTAINING 0.12 ACRES (5,332 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

TEMPORARY CONSTRUCTION EASEMENT 'A' DESCRIPTION

A PART OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA DESCRIBED AS A 70.00 FOOT WIDE EASEMENT BEING 35.00 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE SOUTH 89°57’09” EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 64.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09’07” WEST, 99.85 FEET; THENCE NORTH 55°58’50” WEST, 77.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE POINT OF TERMINUS. EASEMENT CONTAINING 0.16 ACRES (7,110 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

PERPETUAL SANITARY SEWER EASEMENT 'B' DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA DESCRIBED AS A 45.00 FOOT WIDE EASEMENT BEING 22.50 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE NORTH 00°03’26” WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 323.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°48’59” EAST, 1617.89 FEET; THENCE NORTH 68°15’30” EAST, 617.62 FEET; THENCE NORTH 41°24’02” EAST, 566.69 FEET; THENCE NORTH 73°21’40” EAST, 312.67 FEET; THENCE NORTH 80°32’16” EAST, 315.44 FEET; THENCE SOUTH 85°47’50” EAST, 357.61 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER AND THE POINT OF TERMINUS. EASEMENT CONTAINING 3.91 ACRES (170,456 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

TEMPORARY CONSTRUCTION EASEMENT 'B' DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS::

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE NORTH 00°03’26” WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 417.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°48’59” EAST, 1550.10 FEET; THENCE NORTH 68°15’30” EAST, 623.55 FEET; THENCE NORTH 41°24’02” EAST, 568.72 FEET; THENCE NORTH 73°21’40” EAST, 327.50 FEET; THENCE NORTH 80°32’16” EAST, 323.20 FEET; THENCE SOUTH 85°47’50” EAST, 326.50 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°00’48” WEST ALONG SAID EAST LINE, 100.27 FEET; THENCE NORTH 85°47’50” WEST, 321.84 FEET, THENCE SOUTH 80°32’16” WEST, 304.95 FEET; THENCE SOUTH 73°21’40” WEST, 292.59 FEET; THENCE SOUTH 41°24’02’ WEST, 563.96 FEET; THENCE SOUTH 68°15’30” WEST, 609.59 FEET; SOUTH 26°48’59” WEST, 1709.60 FEET TO SAID WEST LINE OF THE NORTHEAST QUARTER; THENCE NORTH 00°03’26” WEST ALONG SAID WEST LINE, 221.23 FEET TO THE POINT OF BEGINNING, EXCEPT EASEMENT 'B' REFERENCED ABOVE. EASEMENT CONTAINING 4.72 ACRES (205,649 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

OWNER/MAILING ADDRESS

URFER, JERRY L
30628 191ST DR
WOODWARD, IA 50276

PHYSICAL ADDRESS

N/A

PARCEL NO.

0836200001
0836200002
0836200003

REVISED 12-28-2020

GRIMES - WRA CONNECTOR



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

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

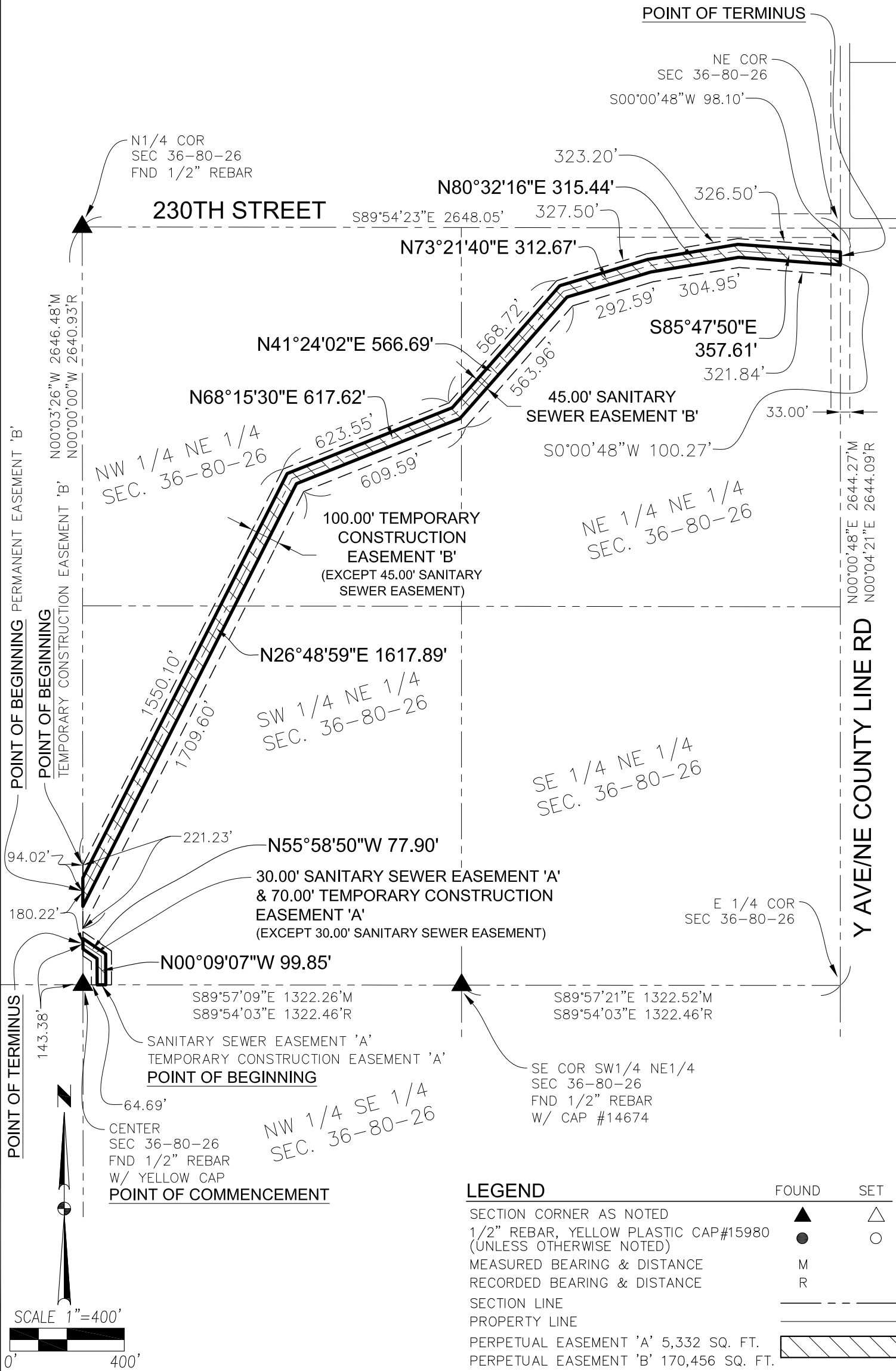
1-05-2021
DATE

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

SHEETS 1 AND 2

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES





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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Meadows 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 \$10,893.00 for the permanent and temporary easements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Easement Cost = \$10,893.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 04-3022

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA HOPE
MEADOWS 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 26th day of April, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 1201200015
 PROJECT NO. N/A

COUNTY: Dallas
 PROJECT NAME: Grimes WRA Connector Project

TO: Hope K Farms LLC, LLC

On this 25th day of April 2022, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Dallas County, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>10,893.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 10,893.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Permanent Easement	<u>3,631</u> sq.ft.	\$ <u>10,593.00</u>
Temporary Easement(s)	<u>4,896</u> sq.ft.	\$ <u>500</u>
Landscaping/Other		\$ <u>0.00</u>
Total		\$ <u>10,893.00</u>
Additional Damages	<u>None</u>	

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. Each page and each attachment is by this reference made part hereof.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None
14. BUYER shall be responsible for the removal and relocation of any fences.
15. BUYER shall be responsible for restoration of disturbed area within the easements.
16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.
17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.
18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
19. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiv-er, modification, release, or cancellation of this Agreement or any portion of this Agree-ment shall be binding unless evidenced by writing.
 - b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X
By: Hope K Farms, LLC
Marital Status: _____

X
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

_____ to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for the State of _____

CAPACITY CLAIMED

BY SIGNER:

☐ INDIVIDUAL
☐ CORPORATE

Title(s) of Corporate Officer(s): _____

☐ Corporate Seal is affixed

☐ No Corporate Seal procured

☐ PARTNER(s): ☐ Limited Partnership
☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date) _____

Attested by: Rochelle Williams (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION NO. 04-3122

APPROVING A DESTINATION IOWA GRANT APPLICATION FOR THE GRIMESPLEX PROJECT

WHEREAS, the State of Iowa has announced the Destination Iowa Grant opportunity; and

WHEREAS, the City of Grimes is eligible for Destination Iowa Grant Funding and has identified the GrimesPlex as a candidate for grant funding; and

WHEREAS, the City of Grimes and Hope Development and Realty have partnered to create the Hope Entertainment District, a 200-acre mixed use development that will feature the GrimesPlex; and

WHEREAS, Hope Development and Realty has agreed to gift the City of Grimes 50 acres valued at \$16MM and has committed to a \$12MM monetary contribution to the construction of the GrimesPlex per Resolution 04-0622, the City of Grimes has accepted the gift of land and monies; and

WHEREAS, the City of Grimes is committed to the construction of the GrimesPlex, a regionally significant 50-acre multi-sport turf complex; and

WHEREAS, the City has obtained a third-party evaluation of the project, which estimated the cost of construction to be \$19.5 MM and estimated the economic impact of the project to be \$11MM annually; and

WHEREAS, additional funding, estimated at \$7.5M will be required to be secured through grants, donations, and the City's commitment to issue general obligation debt; and

WHEREAS, the GrimesPlex is a project of scope and scale consistent with the aims of the Destination Iowa program.

NOW, THEREFORE, BE IT RESOLVED that the City of Grimes endorses the application for Destination Iowa Grant Funding for the GrimesPlex project; and

BE IT FURTHER RESOLVED that the Grimes City Administrator is authorized to sign the grant application on behalf of the City of Grimes.

PASSED AND APPROVED by the City Council of the City of Grimes, Iowa, this 26th day of April, 2022.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk



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

AGENDA MEMO

Item No. X
For Meeting of April 26, 2022

AGENDA HEADING: Office 365 migration.

SYNOPSIS: The City of Grimes has identified the need for professional services to help migrate the existing Microsoft Exchange email services to the cloud hosted Office 365 solution. The move to Office 365 will move our existing email services to the cloud, adding redundancy and resiliency that we currently do not have with our on-premise solution. The Office 365 solution adds additional cyber security measures that allow for advanced spam, virus, and phishing protection. The Office 365 solution also enables Multi-Factor Authentication for staff emails, a vital component of securing City data.

The Office 365 solution also includes the most current version of the Microsoft Office software suite. Moving to this Microsoft Office platform will ensure that staff are all using current, supported, versions of the product.

Due to the complex nature of the project involving advanced Cyber Security topics, staff has elected to engage professional services assistance to ensure the configuration meets current best practices. Additionally, migrations such as these tend to be a one-time event for staff, therefore relying on professional services affords staff additional expertise with current solutions.

The staff selected Heartland Business Systems because of their background in Office 365 migrations and being a Microsoft GOLD partnership. Their approach to Office 365 migrations aligns with Microsoft Best Practices and provides a step-by-step implementation to allow staff to assist staff in completing the migration process. The staff have previous positive experience working with engineers from HBS.

FISCAL IMPACT: The total fee proposed for the professional services is estimated in the amount of \$31,935 based off hourly rates and fixed expenses.

The funding source for this work will be from the current year IT budget.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 04-3222

WHEREAS, the City of Grimes (Grimes) needs to move their email and Office software suite to the Microsoft Office 365 platform; and,

WHEREAS, the consulting firm of Heartland Business Systems, LLC (Consultants), has substantial experience in Office 365 migrations, and is qualified to provide Project Management, AD/Tenant Review, Exchange online & Security Setup, Office 365 productivity workshop, Intune MDM/MAM; and,

WHEREAS, Consultants have proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Consultants and compensation to be paid by Grimes for their consulting services related to the Office 365 migration; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Consultants on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 26th day of April, 2022, and approved by the Mayor on the 26th day of April, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Microsoft 365 migration

This Agreement is made and entered into this 26 day of April, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Heartland Business Systems, LLC, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant

a. Project Management	\$ <u>6,775</u>
b. AD/Tenant review	\$ <u>3,330</u>
c. Exchange online & Security Setup	\$ <u>11,840</u>
d. Office 365 productive workshop	\$ <u>5,180</u>
e. Intune MDM / MAM	\$ <u>4,810</u>
Total	\$31,935

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

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

4. INSURANCE

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

- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

Name: City of Grimes
Attn: Robert Fox
Title: Director Information Technology
Address: 410 SE Main Street, #105

City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: Heartland Business Systems, L.L.C
Attn: Legal Department

Address: P. O. Box 347, 1700 Stephen St

City, State: Little Chute, WI 54140

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of

salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's grossly negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable. However, under no circumstances shall Consultant's total aggregate liability for indemnification, defense and hold harmless exceed Consultant's insurance coverage in the amount of three million dollars.

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt

of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, neither party shall, directly or indirectly, encourage any employee of the other party, who became known to that party by virtue of this agreement, to terminate his or her employment with the employee's current employer. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, neither party shall, directly or indirectly, solicit any employee of the other party, who became known to that party by virtue of this Agreement, for employment which would end or diminish that employee's service with the employee's current employer. Each party acknowledges that the other party will suffer irreparable harm as a result of a violation of this paragraph and that the party harmed by such violation may bring an action for injunctive relief and/or actual damages to enforce this provision. However, the use of general advertisements or employment postings made available to the general public shall not constitute a solicitation, and shall not violate this section.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed

to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

CITY OF GRIMES

BY: _____

Name: _____

Title: _____


Jonathan Groh
Staff Attorney

BY: _____

Scott Mikkelsen, Mayor

ATTEST

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

Heartland Business Systems Scope of services document. Any items in conflict between this document and HBS SOW document, the Grimes standard PSA shall govern.

Statement of Work

City of Grimes Iowa

MICROSOFT 365 MIGRATION

SOW Prepared By:

Keri McMahon

Heartland Business Systems
4370 114th St
Urbandale, IA 50322
Phone: (515) 400-8296
kmcmahon@hbs.net

Drew Poggemann

Heartland Business Systems
1700 Stephen St
Little Chute, WI 54140
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dpoggemann@hbs.net

Kevin Coe

Heartland Business Systems
4370 114th Street
Urbandale, IA 50322
Phone: (515) 414-2795
kcoe@hbs.net



Project Overview

This Statement of Work ("SOW") reflects the services and material to be provided by Heartland Business Systems, LLC, hereinafter referred to as "HBS" for City of Grimes, IA (hereinafter referred to as "Grimes" or "Customer").

The purpose of this SOW is to implement the technology, standards, processes, and training to enable Grimes to achieve the following goals for the project:

- Configure new government GCC Azure tenant
- Migrate from Exchange 2016 to Microsoft Exchange Online
- Provide robust security and reliability capabilities
- Facilitate productivity gains with strong collaboration, sharing, and integrations
- Enable remote and mobile workforce
- Improve manageability and governance of applications

Licensing

One of the first areas that will need to be finalized is the licensing for Grimes around Microsoft 365. Many of the components in the roadmap are tied specifically to licensing Microsoft 365 functionality that will enable key manageability functionalities.

1. Self Service Password Reset (SSPR)
2. Defender for Office 365
3. Email Encryption and Information Protection
4. Conditional Access Policies
5. Intune
6. Advanced MFA

HBS will work with Grimes on recommended cloud licensing to accomplish the business and technical capabilities outlined in this SOW and migrate licensing to HBS' Cloud Solution Provider (CSP) licensing model.

General expectations at this time to support the capabilities for all users (if enabled for all users) would be licensed as follows:

Information Workers

1. *Office 365 G3*
2. *Enterprise Mobility and Security G3*
3. *Microsoft Defender for Office 365 (Plan 1) GCC*

Frontline Workers

1. *Azure Active Directory Premium P1 for Government*
2. *Azure Information Protection P1 for Government*
3. *Microsoft Defender for Office 365 (Plan 1) GCC*
4. *Microsoft Intune for Government*
5. *Office 365 F3 GCC*



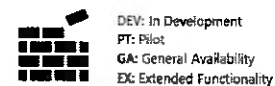
Approach

HBS will work with Grimes to provide a step-by-step implementation of Microsoft 365 solutions that will leverage many benefits of Microsoft's cloud including AI to help improve productivity with an underlying focus on security. This project focuses on some of the foundational components to establish a secure and governed cloud foundation.

Foundation

The foundational components are critical to the success of the overall deployment / program for Microsoft 365. The right amount of focus on these areas will reduce the effort for additional deployments and improve manageability of the environment. The timelines identified below are representative and will be defined in more detail in the scope portion of this SOW.

Foundation Roadmap



MSFT Product Solutions	Q1	Q2	Q3	Q4	Notes
Licensing Review / Strategy	GA				Review current workloads, user personas / groups across organization and identify licensing strategy that best meets organization productivity, manageability and security objectives.
Active Directory Review	GA				Review current on-premises Active Directory environment to verify ready for integration with Azure Active Directory. Identify any cleanup efforts that may need to take place around OUs, domain suffix, etc.
Azure Tenant Planning	GA				Azure Active Directory configuration including AD Connect or ADFS integration to support ecosystem. Identifying and applying any configuration settings for security and regulatory compliance requirements.
Intune	DEV	GA			Deploy Intune for both MDM and Windows device management. This will greatly simplify the management landscape saving IT associate time while also providing a better end user experience.
Windows Autopilot		PT			Investigate use of Autopilot to reduce effort to deploy, manage devices by pre-configuring new devices while reducing infrastructure required. Scope includes pilot effort for the foundation deployment with additional rollouts as a separate scope.

Collaboration

The collaboration components of the Microsoft cloud adoption roadmap are essential because they will transform how things get done over time in an organization. Great products that can be aligned with Grimes' culture and implemented incrementally to build upon the capabilities of the prior. Organizational change management is key for this rollout and HBS will guide Grimes through this with a champion program utilizing the ADKAR methodology.

The scope of this SOW will implement a couple of the baseline functionalities, highlighted in yellow, and perform virtual workshops with the Grimes team to define the goals and implementation scope for the additional productivity and collaboration components of Office 365.

The timelines identified below are representative and will be defined in more detail in the workshop portion of this SOW.



Collaboration Roadmap



DEV: In Development
PT: Pilot
GA: General Availability
EX: Extended Functionality

MSFT Product Solutions	Q1	Q2	Q3	Q4	Notes
Exchange Online & Defender for Office 365	DEV	GA			Review current Exchange Online or migrate to Exchange Online. Configure Defender for Office 365 to protect against malicious attachments and provide safe links.
Office 365 Productivity Planning		GA			Hands-on experience to Microsoft's productivity tools with a focus on collaboration and productivity of leveraging the products to empower users to accomplish more. Workshops to review strategy and define roadmap for collaboration in Office 365.
Microsoft Teams for IM, Presence, Meetings		GA			Implement Microsoft Teams for presence, instant messaging, screen sharing, and internal conferencing
OneDrive for Business		PT	GA		Enable OneDrive for Business. Capture key use cases from pilot users to include on "What Goes Where" communication tool. Focus as a personal drive replacement.
Microsoft 365 Groups / Teams for Collaboration		PT	GA		Utilize Microsoft Teams as workplace hub for project collaboration. Teams become the vehicle of choice across the organization with governance implemented to control sprawl. Estimated setup of two - three pilot groups with training. No data / content migration.
SharePoint		PT	GA		Develop strategy for organizational document management / sharing to remove dependence on on-premises file shares. Develop comprehensive strategy for organizational, department, workgroup, team and external user file sharing and collaboration. Align file sharing strategy with corporate intranet.

Security

Security is one of the core focus areas for this project with MFA being the highest priority scope to complete. The features will be configured / aligned with Grimes security posture and alignment with other tools already in place. The timelines identified below are representative and will be defined in more detail in the scope portion of this SOW.

Security Roadmap



DEV: In Development
PT: Pilot
GA: General Availability
EX: Extended Functionality

MSFT Product Solutions	Q1	Q2	Q3	Q4	Notes
Multifactor Authentication	GA	EX			Implement Azure MFA to add or replace existing multi-factor solution. Identify applications requiring protection with MFA and investigate integration with Conditional Access.
Conditional Access	DEV	GA	EX		Build conditional access rules to improve the Customer's security posture by requiring that successful authentication requests utilize MFA, managed devices, or other conditions of access.
Self-Service Password Reset	GA	EX			Deploy Azure SSPRM to allow users to reset their on-premises passwords as needed. Additionally, connections can be installed on the internal DCs plus the proxy role to allow the same strong password enforcement for on premises changes as ones performed in the cloud.
Single Sign-On	DEV	PT	GA		Enable Single Sign-on in Azure AD for SaaS and on premises applications that support SAML/ADFS to improve the end user login experience and reduce the number of account lockouts.
Azure Information Protection		PT	GA		Setup AIP for auto encryption of sensitive outbound email and create tags to protect managed data at rest. Implement Data Loss Prevention (DLP) policies.
Azure Application Proxy		PT	GA		Introduce Azure Application Proxy to allow access to on premises web applications in a more secure fashion that's also backed by Azure AD and Conditional Access.
Windows Hello for Business			PT	GA	Plan and deploy Hello for Business and see how far we can go to being password-less in the enterprise.



Project Scope

HBS will provide the following services and material, herein referred to as "Scope":

In Scope

Technical Overview

HBS and Grimes have reviewed the recommendations for how to guide the implementation of the different solutions within Microsoft cloud technologies. These recommendations are built on experience and defined best practices for implementation and are based on user needs and ease, as well as technical requirements and efficiency.

This project is expected to take 12 weeks to complete from the project kick-off. If an extension to the project timeline is required, the parties shall utilize the Change Order process.

This project will address the following solutions from the roadmap recommendations:

Foundational

- Licensing Review
 - Review licensing options for Grimes to verify appropriate licenses aligned to personnel and their requirements.
- Active Directory Review
 - Run AD health check tools and procedures for the following:
 - Domain Modes
 - Role holders
 - Basic domain controller tests
 - IP info
 - DNS info
 - DNS Suffix info
 - Online
 - System Uptime
 - System Version
 - Disk drives and space
 - Full DC Diags
 - Full DC DNS Diags
 - Domain Replication and timing
 - Domain Time Configuration
 - Master time server
 - Syncing domain controllers
 - Netlogon site information
 - DNS Domain scavenging settings
 - Check manual AD items
 - Review of IPv4 and suffix for this connection settings
 - Review of NIC power settings
 - Review of allowed updates to DNS
 - Review of DNS forwarders and setup



- Review of DNS conditional forwarders if applicable
- Review of _msdcs zone
- Review of primary domain zone
 - Include NSLOOKUP <domain> to ensure correct registered servers or other services that may be sharing it
- Review Domain Sites and Services
 - Subnets
 - Sites
 - Servers contained within sites
- Documentation and applicable recommendations to customer.
- Tenant Configuration
 - Establish new GCC tenant and configure to support the Customer's ecosystem. The configuration will apply the identified settings for security and regulatory compliance requirements.
 - Setup Azure Active Directory Connect (AADConnect)
- Intune Workstation and Mobile Device Management (Pilot)
 - Intune Design Session
 - Rollout Intune management for pilot of 10 users with one device for each user (desktop, laptop, or mobile android / iOS devices)
 - Does not include Apple Business Manager and/or Android Enterprise Accounts configured
 - Autopilot Training
 - Package up to 5 iOS Apps, and 5 Android Apps
 - Train customer on Intune management (up to 2 hours)
- Single Sign On (SSO) Configuration
 - Enable Single Sign-on in Azure AD for SaaS and on premises applications that support SAML/ADFS to improve the end user login experience, and to reduce the number of account lockouts.
 - Create Group Policy Object (GPO) for enabling Seamless Single-Sign-On (SSO) in Office 365 tenant
 - Only IE, Edge, Firefox, and Chrome will be supported
 - Install necessary ADMX files into GPO

Productivity & Collaboration Overview

Grimes is looking to plan the roadmap and adoption of the Office 365 productivity tools. HBS recommends a discovery effort and a Teams Rapid Implementation to kickstart this effort and define the path to success.

Office 365 Discovery will include:

- Discovery Prep (Prior to Workshop): Run assessment of current environment
- Virtual Workshop: One day discovery session focused on:
 - Review current environment findings
 - Capture business goals/objectives
 - Office 365/Modern Overview
 - Brainstorm use cases based on features/functions shown in Office 365
 - Identify power users/early adopters for pilot program
 - Whiteboard Office 365 adoption roadmap/timeline
 - Review Office 365 Admin Tenant setup
 - External sharing
 - Retention policy setup



- Group/Teams creation
 - Create up to two Office 365 Groups to support pilot activities
 - Showcase sample Organizational Change Management plan
- Begin Collaboration Roadmap Definition & Capital Estimates

MS Teams Rapid Implementation will include:

- Tenant Setup
 - Setup user with Azure AD Premium P1 to lock down Office 365 Group creation
 - Lock down Microsoft Teams creation to a smaller group
 - Setup records retention for future eDiscovery requirements, up to a half-hour for configuration of an Office 365 Retention Policy
 - Not strictly required, but strongly recommended from a data governance / information management perspective. Determine if customer already has an organizational / written policy, for which this should be implemented to match as a supporting technical control. Otherwise, by default, how long (minimum) should Office 365 content be retained for?
- Teams Configuration
 - Create up to three Teams, including a company-wide Team containing:
 - Organization-wide communication channel (General)
 - Recognition channel (open to all)
 - Teams Help, including a Teams Request form
- End User Messaging/Adoption
 - Provide 3 email communication templates for use with end users
 - Share a recording of an HBS-led Teams onboarding training session

Exchange Migration will include:

- Exchange Online to replace current Exchange on-premises environment
 - HBS will assist with the migration planning and communication efforts. HBS will work with Grimes IT Staff to outline all user mailboxes and group them according to the logistics of the migration plan created. The communication plan will include templates to assist with setting user expectations during the migration process. The templates include:
 - General awareness communication
 - Countdown to implementation (Coming soon - what you need to do)
 - Today is the day! Implementation communication
 - Post-migration communication, Reminder of support channels
 - One-week post-go live reinforcement communication
 - The technical migration will include:
 - Discovery and health check of current Exchange on premises environment
 - Verify correct version of .NET is installed, both pre- and post-upgrade
 - Verify latest or previous release cumulative update is installed. Setup time to perform a backup/snapshot and apply the update. Multiple reboots required if updated needed. Will be performed after hours at a time of customers choosing, if possible
 - No Exchange Edge servers will be installed and/or configured
 - Public DNS
 - Access customers own public DNS Name Servers for any changes
 - Provision and configure Office 365 tenant for Hybrid implementation
 - Apply licensing to Office 365 tenant



- Setup Office 365 Retention policy
- Setup Office 365 Email Encryption
- HBS will modify public and private DNS to support new Exchange and Office 365 environment
- Configure DMARC, DKIM, and SPF settings for enhanced security and usability of the Office 365 tenant
- Work with Grimes IT Staff to reconfigure firewall to allow appropriate Office 365 network traffic to appropriate internal IPs and ports
- Configure hybrid relationship between hosted Exchange servers and Office 365
- Verify hybrid co-existence, migrate a test user, and test mail flow. Also, test ActiveSync and Autodiscover functionality via Outlook 2016 and Outlook mobile app
- Migrate up to 10 mailboxes to Exchange Online
- Train Grimes to migrate rest of mailboxes from on premises to Exchange Online
- Once all data has been migrated to the Office 365 tenant, turn off all Exchange 2016 servers for a few days to verify there are no issues in the environment. Triage, as necessary.
- Existing servers will be decommissioned. A new Server 2016 VM will be created for a new Exchange 2016 installation. This will be used for hybrid management purposes, SMTP relay, and to remain in a Microsoft supported configuration. Currently Exchange 2016 is on extended support, and which expires October 14th, 2025.

Security

Security Baseline and Management

- Multi-factor Authentication (MFA) Configuration
 - Implement Azure MFA to add multi factor authentication solution. Identify applications requiring protection with MFA and investigate integration with Conditional Access
 - This includes the set-up and deployment of up to 10 users
 - Microsoft MFA Training (up to 2 hours)
 - All additional users migrated to MFA by Grimes IT staff
- Conditional Access
 - Build conditional access policies to improve Grimes security posture by requiring that successful authentication requests utilize MFA, managed devices, or other conditions of access.
 - This will include one policy implemented hand in hand with the Grimes IT team.
- Self-Service Password Reset (SSPRM)
 - Deploy Azure SSPRM to allow users to reset their on-premises passwords as needed. Additionally, connections can be installed on the internal domain controllers plus the proxy role to allow the same strong password enforcement for on-premises changes as ones performed in the cloud.
 - This includes the set-up and deployment of up to 10 users
 - SSPRM Training (up to 1 hour)
 - All additional users migrated to SSPRM will be completed by Grimes IT staff
- Azure Information Protection (AIP)
 - Setup AIP to provide the ability to classify, label data, and protect it using encryption.
 - This will include one policy implemented hand in hand with the Grimes IT team.
- Defender for Office 365
 - Configure Defender for Office 365 to help protect against malicious attachments and phishing links in emails with Safe Links.
 - Review of Anti-phishing policies with IT team



Project Management

Due to the number of projects within this overall digital transformation, HBS will provide a senior project lead to act as the Project Manager to manage plans, timelines, and budget for all efforts provided by HBS. This single point of contact will have expertise and experience across the multiple featured solutions and will understand how to manage all team members involved to keep budget spend under control and ensure the overall program plan remains focused and effective. As part of project management, regular status reporting will be provided, including a summary of progress on deliverable completion versus spending for each deliverable will be provided for approval.

Out of Scope

- Exchange Online Migration
 - Installing and configuring client software
 - Network changes (Example: Creating DMZ, firewall rules, etc.)
 - Mitigation of existing Active Directory health issues
 - No Public Folder migration estimated within migration
- Any issues encountered with end-users' mobile devices. Any issues encountered with end-users' PCs. Issues encountered due to Legacy Exchange server existing within Active Directory prior to this migration File migration to OneDrive, SharePoint, Teams, or other online file storage repository
- Any work or material not specifically identified in this document is not included in this Agreement

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.
- HBS limiting deployment for up to 10 users for Intune (one device per user), MFA, Defender for Office 365, and SSPRM.
- O365 Discovery workshop will not be held until the prerequisite assessment steps are completed. A placeholder meeting notice will be set to reserve the time; however, in the event the customer has not granted access and/or provided the required information 48 hours before the meeting time, the meeting hold will be cancelled until such time as the pre-requisite steps have been completed.
- If not already in place, Customer agrees to HBS's recommended Azure AD Connect and Record Retention (for future eDiscovery) policy required for Microsoft Teams Rapid Implementation.
 - Azure Active Directory Connect (AADC):
 - Not strictly required, but strongly recommended for any organizations who already have an "on-premises" Active Directory Domain (are not "cloud-only"). Not applicable for cloud-only organizations. Allows customer staff to use the same usernames and passwords both on-premises (servers/workstations) and in O365 (Teams, etc.).
 - Requires an identified server for installation. HBS recommends a dedicated Azure Cloud Services (ACS) "utility" server for AADC, and any (future) related utilities, e.g., Power BI On-Premises Data Gateway, and others. Recommendation is Windows Server 2019 with 2 vCPU, 8



GB RAM, and 80 GB disk space. Must be domain-joined, and on the internal network (not a DMZ, etc.). No other server roles are required but should be current with all Windows Updates. Not recommended but can be installed on an existing server (including a Domain Controller, if no other options) if needed to save the cost of a Windows Server license (if customer is not on VMware, etc. and/or does not have Windows Datacenter licensing).

- This rapid implementation offering includes up to 2 hours of consulting for AADC needs. Customer will ideally have an available server prepared prior to implementation. HBS will require full remote access to the server, including access to an Active Directory account with Domain Admin and Enterprise Admin rights. Customer may also provide access over a remote support session, if remote control is granted, and customer remains available to enter credentials when required. Customer or customer's IT representative is encouraged to participate in the configuration session regardless to answer any questions around the AD / OU structure, etc.

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all passwords and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.



Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as "Deliverables") for this Project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverable
Foundation and Security Implementation	
1	Active Directory Review
2	Azure GCC Tenant Configuration
3	SSO Enabled
4	MFA Configuration (up to 10 users) and Training
5	Conditional Access Configuration with One Policies Deployed
6	SSPRM Configuration (up to 10 users) and Training
7	AIP Configuration with One Policy Deployed
8	Intune Configuration (up to 10 users) and Training
9	Defender for Office 365
Productivity	
10	Virtual Workshops - Discovery / Governance / Mitigation Risks / Roadmap Review
11	Define Scope of Work for the O365 and Champion Program Implementation
12	Configure Exchange Online Migration from Exchange 2016 on premises (5 user migrated)
13	Teams Configuration for Chat, Online Meetings, Screen Sharing
14	Teams Configuration for up to 3 Teams



Estimated Hours

This is an estimate of hours and, by its nature, is a “best guess,” based on industry standards and best practices, HBS’ experience, and Customer’s needs as communicated thus far. HBS used input from its most experienced team members to generate this estimate. The pricing is set forth on the attached Quote.

#	Task	Est Effort (hrs.)
Phase 0 – Project Management & Engineering		41 hours/\$6,775
0.a	Project Management / Program Management / Change Management	27
0.b	Training / Knowledge Transfer	14
Phase 1 – AD/ Tenant Reviews, Exchange Migration Discovery		18 hours/\$3,330
1.a	Foundation – Active Directory Review	8
1.b	Foundation – Azure Tenant Configuration / Azure AD Connect	10
Phase 2 – Exchange Online and Base Security Setup		64 hours/\$11,840
2.a	Security – MFA Configuration with Conditional Access & Training	12
2.b	Security - Defender for Office 365 Configuration / Anti Phishing Review	6
2.c	Security – Azure Information Protection configured with one policy	6
2.d	Productivity- Exchange Migration from Exchange 2016 on premises to GCC Tenant	40
Phase 3 – Office 365 Productivity Workshop and Strategy		28 hours/\$5,180
3.a	Productivity– Office 365 Workshop	12
3.b	Productivity– SOW based on workshop outcome	N/A
3.c	Productivity– Teams Rapid Implementation & 3 Teams Setup	16
Phase 4 – Intune MDM / MAM		26 hours/\$4,810
4.a	Foundation - Intune Deployment and Training	26
Total Hours		177 hours/\$31,935

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.



Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Microsoft 365 Migration

Quote #274053 v1



Prepared For:
City of Grimes Iowa
 Rob Fox
 101 NE Harvey Street
 Grimes, IA 50111

 P: (515) 215-8622
 E: rfox@grimesiowa.gov

Prepared By:
Des Moines Iowa Area Office
 Keri McMahon
 4370 114th Street
 Urbandale, IA 50322

 P: (515) 400-8296
 E: kcmahon@hbs.net

Date Issued:
04.06.2022

 Expires:
05.03.2022

Services		Price	Qty	Ext. Price
HBS-FLEX-SERVICES	HBS FLEX Services Flexible Services block- Rates for services based on attached HBS FLEX Volume Service Schedule	\$31,935.00	1	\$31,935.00
		Subtotal		\$31,935.00

Quote Summary		Amount
Services		\$31,935.00
Total:		\$31,935.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance

Des Moines Iowa Area Office

City of Grimes Iowa

Keri McMahon

Signature / Name

04/06/2022

Date

Signature / Name

Initials

Date

HBSFLEX Service Schedule 2

SCHEDULE to the Service Agreement ("Agreement") between Heartland Business Systems, a Wisconsin limited liability company, hereafter called (Heartland) and City of Grimes Iowa(Customer). Heartland and Customer (hereafter called PARTIES) agree as follows:

1. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.
2. **Pricing.** Customer agrees to pay Heartland based upon the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
3. **Travel.** Travel will be billed to customer at below rates based on one way travel from closest Heartland office.
4. **Prepayment.** HBSFLEX Volume Service Pricing is available only for prepaid service blocks.
5. **Expiration.** HBSFLEX Agreements will expire 18 months from date of purchase.
6. **Additions.** Should this quote be an addition or conversion of an existing agreement, Rate schedule below will apply to all funds.

HOURLY SERVICES BILLING SCHEDULE (time is billed in 15 minute increments)

Engineer Work Role	Hourly Rate
Structured Cabling	\$85
AV Tech Help-desk Break-Fix Point of Sale Collaboration 1 Infosec Coordinator 1 Physical Security Engineer	\$105
AV Engineer 2 Cabling 2 Network Operations Center 2 Mitel Engineer 2 SMB Engineer HBS Data Center Collaboration 2 Cloud Engineer 2 Imaging Technician 2 O365/SharePoint 2 CRM 2 Network Engineer 2 Systems Engineer 2 Physical Security Engineer 2 Project Coordinator/Manager 2 Cabling Project Manager 2	\$175
AV Engineer 3 Network Engineer 3 Systems Engineer 3 Collaboration 3 Cloud Engineer 3 Mitel Engineer 3 Physical Security Engineer 3 Apps/Business Consulting 3 Imaging Engineer 3 O365/SharePoint 3 CRM 3 Project Manager 3 Infosec Consultant 3 Network Operations Center 3 Websites/Kentico Custom Development	\$185 \$155 - Project Manager
ERP/Dynamics GP 4 Network Engineer 4 Systems Engineer 4 Collaboration 4 Cloud Architect 4 BI/Data Analytics/SQL 4 CRM 4 Project Manager 4	\$195
Applications Architect 5 Systems Architect 5 Cloud Architect 5 CRM 5 ERP/Dynamics GP 5	\$195 \$198
Infosec Consultant 6	\$225

Infosec Consultant - Applications	
Infosec Consultant 7	\$295
On Call Pager	\$200
After Hours Rate - Before 8am or after 5pm CST - Weekends & Company Recognized Holidays	1.5x Base Rate



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

AGENDA MEMO

For Meeting of

AGENDA HEADING: Approve agreement with Group Creative Services for the Water Water Everywhere Public Art project located at the future splash pad at Water Works Park.

SYNOPSIS: In 2020 the City of Grimes received a Public Art Grant from Bravo Greater Des Moines. From that grant the City contracted with Group Creative Services a develop a public art concept for the City of Grimes. After meeting with staff and Councilmember Gisch to review various site locations and three art proposals, the Water Water Everywhere art piece was chosen and Water Work Park Splash Pad was picked as the location.

As illustrated below the sculpture piece will have sign graphics that will align into a cohesive message and changes as a viewer moves along the art piece to different viewing perspectives.



FISCAL IMPACT: \$55,000.00
\$4,000 (Bravo Grant)
\$51,000 (FY22 Operation Budget)



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

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of the agreement Group Creative Services for the Water Water Everywhere Public Art Project that will be located at the future splash pad at Water Works Park. The art piece will bring an additional amenity to the splash pad as an interactive public art piece that can be enjoyed by the Grimes community.

RESOLUTION RE PUBLIC ART PURCHASE AGREEMENT

Grimes Resolution No. 04-3322

WHEREAS, Group Creative Services (Group) facilitates the placement of art in communities to beautify and enhance Iowa's outdoor spaces and parks;

WHEREAS, the City of Grimes (Grimes) engaged the services of Group to assist in the location and placement of public art for Grimes' parks;

WHEREAS, Group and Grimes have been able to find and commission a public work of art that will enhance Water Works Park; and,

WHEREAS, the details of this work of art, its use, cost, and placement are outlined in the attached agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, as follows:

1. That Grimes approves the terms of the attached Agreement with Group Creative Services and Grimes.
2. That the Grimes Mayor and City Clerk are authorized to execute the attached Agreement on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 26th day of April, 2022, and approved this 26th day of April, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

WATER WATER EVERYWHERE PUBLIC ART PROJECT IMPLEMENTATION

AGREEMENT BY AND BETWEEN GROUP CREATIVE SERVICES AND CITY of GRIMES

THIS AGREEMENT is made on ____, 2022 between Group Creative Services, (hereinafter referred to as "GROUP"), and City of Grimes, (hereinafter referred to as the "CITY").

WHEREAS, GROUP facilitates artful communities by generating meaningful experiences to entertain and delight.

WHEREAS, GROUP aims to place compelling works of art in highly visible public spaces.

WHEREAS, CITY engaged the services of Group to actualize public art to promote a new product and give back to the community.

WHEREAS, CITY commissioned concepts for public art for the redevelopment of Water Works Park.

WHEREAS, CITY agrees to implement a public art piece currently titled "Water Water Everywhere" and

WHEREAS, Group developed concepts for the work of art and shall also be responsible for its installation and

WHEREAS, CITY desires to install the art work.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 GENERAL

1.1a GROUP via the artist will perform all services including furnish all supplies, materials and equipment, inspect the site, gain required permits as necessary for the design, execution, fabrication, transportation, and installation the art work at the site.

1.1b GROUP will facilitate the artistic expression, scope, design, color, size, material, texture, of the artwork, subject to review and acceptance by CITY 's representative or designee as set forth in this Agreement.

1.1c CITY agrees that the artwork will be permanent work.

1.1d Group will be responsible for facilitating the review approval process for the artwork.

1.1e The public art site will be located on City property.

1.1f CITY and GROUP hereby agree and consent that GROUP has expended substantial time, expertise, and resources to cultivate its relationship with, recruit, and retain ARTIST for the concept, design, and ART WORK contemplated herein. CITY hereby agrees and consents that, for the scope of any and all work and during the term of this Agreement, GROUP is and shall remain ARTIST'S exclusive representative and agent.

1.1g ARTIST and GROUP have an interdependent relationship in so much as GROUP is the liaison between the ARTIST and the City. As liaison, GROUP will assist to perform services related to Scope Of Services including obtaining pertinent information from City on behalf of ARTIST, contracting, permits, and coordinating construction efforts. Additional efforts could include: assisting in communication between parties, publicity/marketing, and connecting with local Iowa vendors.

1.2 DESIGN REVIEW

1.2 a GROUP acknowledges that the artist has carried out a reasonable understanding of the site, interviews and research, in order to prepare a design proposal for the artwork. Further, the artist has the necessary background materials and information on matters affecting the site and installation of the artwork.

1.2a 1. CITY and GROUP agree that the CITY may be required to provide a reasonable and equitable adjustment for a differing site condition if: (1) Artist did not know about the actual condition found at the site; (2) Artist could not reasonably have anticipated the actual condition at the site from inspection or general experience; and (3) the actual condition varied from the norm in similar contracting work.

1.2b No later than eight (8) weeks from the signature of this contract, GROUP will submit an updated and final design to CITY. The proposal will specify such materials, textures, colors, dimensions, and weights, and proposed installation method and include such drawings and other documentation as needed to present a meaningful representation of the concept and design of the proposed artwork.

1.2d CITY will, within thirty (30) days following the submission of the refined concept, notify GROUP with any concerns. During this period GROUP will be available as reasonably required to communicate with CITY regarding the recommended materials.

1.2c If CITY determines the proposed materials are disapproved, it will provide GROUP with a statement in writing of its reasons for such disapproval. In such event, GROUP will determine if either the artist will submit additional recommendations within a reasonable period of time specified by GROUP or to terminate this agreement. Within thirty (30) days following a submittal of a second recommendation, CITY will notify GROUP in writing whether it approves or disapproves the

recommendations. If CITY determines that the additional proposal is disapproved, it will provide the GROUP with a statement in writing of its reasons for disapproval, whereupon this Agreement will terminate.

1.2d In the event of termination of the Agreement the artist will retain the proposal and all compensation theretofore paid and neither party will be under any future obligation to the other in respect of the subject matter thereof.

1.2e Although GROUP will have the responsibility and authority for all aspects of the artwork, GROUP will give appropriate consideration to input received from CITY.

1.2f CITY may request revisions for other practical (non-aesthetic) reasons.

1.2g GROUP will receive no revision or redesign fees, unless otherwise agreed in writing.

1.3 EXECUTION OF THE WORK

1.3a After written approval, GROUP will submit a tentative schedule for completion of fabrication and installation of the Art Work.

1.3b After approval of the schedule by CITY, GROUP through the artist will coordinate fabrication, transportation and installation of artwork in accordance with a schedule by written agreement between GROUP and CITY.

1.3c CITY will have the right to review the artwork at reasonable times during the fabrication thereof.

1.3d GROUP will complete the fabrication and installation of the artwork in substantial conformity with the proposal. It is anticipated the public work of art will be installed on or before October 31, 2022.

1.3e GROUP will present to CITY in writing for further review and approval any significant changes in scope, design, color, size, material or texture of the artwork not permitted by or not in substantial conformity with the Proposal. A significant change is any change in scope, design, color, size, material, texture or location of the site of the artwork which materially affects installation, scheduling for the artwork or the concept of the artwork as represented in the proposal.

1.4 DELIVERY AND INSTALLATION

1.4a GROUP will notify CITY in writing when the fabrication of the artwork is completed and the artist is ready for its delivery and installation at the site.

1.4b GROUP agrees to notify CITY representative or designee, no fewer than ten (10) days prior to the ARTIST'S intended time of delivery to determine the particulars of delivery including time, location and agent designated by CITY.

1.4c GROUP will coordinate delivery and installation of the artwork at the site in compliance with the schedule.

1.5 POST-INSTALLATION

1.5b GROUP will be notified of any dates and times for presentation ceremonies relating to the public art project.

1.5c CITY will use its best efforts to arrange for publicity for the completed artwork in such publications as may be determined between GROUP and CITY as soon as practicable.

1.6 DE-INSTALLATION AND REMOVAL

1.6a If there is cause for the removal of the artwork, then the artwork may be removed by CITY in accordance with the terms and conditions of this Agreement or otherwise in accordance with Iowa law. If CITY removes the artwork, then CITY at its sole discretion may dispose of the artwork, including the disposal by public auction or sale, or the destruction and disposal of the artwork.

1.7 RISK OF LOSS AND INSURANCE

1.7a The risk of loss or damage to the ART WORK will be borne by CITY, during the time period and under the circumstances set forth in section 4.2 of the Insurance Section. CITY and GROUP agree that under no circumstances shall the value of the artwork, until after the completion and performance of this contract, exceed the total sum of the cost for services under this Agreement.

1.8 INDEMNITY

1.8 Upon delivery to site of the artwork, and to the extent permitted by Iowa law, GROUP will indemnify and hold harmless CITY against any and all claims or liabilities arising thereafter in connection with the artwork, the site, the project or this agreement, caused by GROUP'S negligence, except claims which may occur as a result of the artists breach of the warranties provided in Insurance Section.

2. COMPENSATION AND PAYMENT SCHEDULE

2.1 CITY will pay GROUP a fee of \$55,000 for the "Water Water Everywhere" installation which will constitute full compensation for all fees, services, expenses, art work and materials to be performed and furnished by GROUP and the ARTIST under this agreement. The fee will be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all services, expenses, and materials provided prior to the due date thereof. The ARTIST will invoice GROUP for each payment request.

2.1a Fifteen percent (15%) upon execution of this agreement, \$8250

2.1b Seventy percent (70%) within thirty (30) days after CITY approves the final design and GROUP notifies CITY the artwork is ready to fabricate, \$38,500

2.1d Fifteen percent (15%) within twenty (20) days after the installation is final, \$8250

2.2 In the event of a material breach of this agreement, the sum identified above for any completed milestone, shall become immediately due and payable.

3. WARRANTIES

3.1 WARRANTIES OF TITLE

3.1a The ARTIST represents and warrants that: (a) the ART WORK is solely the result of the artistic effort of the ARTIST; (b) except as otherwise disclosed in writing to GROUP, the ART WORK is unique and original and does not infringe upon any copyright; (c) that the ART WORK, or a duplicate thereof, has not been accepted for sale elsewhere, and (d) the ART WORK is free and clear of any liens from any source whatsoever.

3.2 WARRANTIES OF QUALITY AND CONDITION

3.2a The ARTIST represents and warrants, except as otherwise disclosed to GROUP in writing in connection with the submission of the Proposal and pursuant to Article 1 that: (a) the execution and fabrication of the ART WORK will be performed in a workmanlike manner; (b) the ART WORK, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the ART WORK.

4. INSURANCE

4.1. GROUP agrees to secure at its own cost and expense errors and omissions insurance, or similar forms of liability insurance, it determines to be satisfactory to protect against foreseeable risks, errors and omissions in its role for this Agreement. GROUP will require the ARTIST maintain insurance to protect the ARTIST from ARTIST employee claims under workers compensation law, claims for damages because of bodily injury, arising out of ARTIST's negligence or fault, including personal injury, sickness or disease, or death, or claims for property damage, including loss of use resulting there from, and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the ARTIST is legally liable.

4.2 The Parties may agree that the City bear the risk of loss or damage to the art work prior to final acceptance if the partially or wholly completed artwork is in the custody, control or supervision of the City or its agent(s) for the purposes of storing, installing on-site or performing other services to the artwork.

4.3 During Installation the ARTIST will add GROUP and the CITY as ADDITIONAL INSURED on the ARTIST'S liability policy.

5. CITYSHIP AND INTELLECTUAL PROPERTY RIGHTS

5.1 Current Title: Water Water Everywhere

Title to the Artwork shall pass to the CITY upon the CITY's written final acceptance and payment for the artwork pursuant to Section 2

5.2 CITY Ownership of Artwork Documents

One set of written Artwork presentation materials prepared by ARTIST and submitted to CITY under this Agreement, and shall be retained by CITY.

5.3 Copyright Ownership

The ARTIST retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the artwork for the duration of the copyright.

5.4 Reproduction Rights

5.4a. in view of the intention that the final artwork shall be unique, the artist shall not make any additional exact duplicate [three]-dimensional reproductions of the final artwork, nor shall the artist grant permission to others to do so except with the written permission of CITY. However, nothing shall prevent the artist from creating works in the artist's manner and style of artistic expression.

5.4b. The ARTIST grants to CITY and GROUP an irrevocable license to make two-dimensional reproduction of the artwork for its purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.

5.4c. All reproductions by the CITY shall contain a credit to the artist and a copyright notice in substantially the following form: © [Artist's name, date of publication] as long as the CITY is given a copy of the copyright.

5.4d. The ARTIST shall use their best efforts in any public showing or resume use of reproductions to give acknowledgment to CITY in substantially the following form: "An original artwork owned and commissioned by the City of Grimes."

5.4e. The ARTIST shall, at the artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the artwork in the artist's name, and the ARTIST shall supply a copy of the copyright with the CITY.

5.5 Release of Rights to Unselected Original Works

CITY hereby agrees and understands that the artwork was selected from a group of four (4) proposed original expressions of creative ideas (the "pitches"), and CITY has entered into this contract to gain specific ownership rights to the selected art work only. By signature hereto, CITY expressly releases any claim of right, title, or interest to the unselected pitches.

6. ARTISTS RIGHTS

6.1 General

6.1a. The ARTIST retains all rights under state and federal laws including §106A of the Copyright Act of 1976.

6.1b. If any alteration or damage to the artwork occurs, the ARTIST shall have the right to disclaim authorship of the artwork. Upon written request from the ARTIST, the CITY shall remove the identification plaque and all attributive references to the artist at its own expense within [10] days of receipt of the notice if the CITY has materially altered the artwork. No provision of this Agreement shall obligate the CITY to alter or remove any such attributive reference printed or published prior to the CITY's receipt of such notice. The artist may take such other action as the artist may choose in order to disavow the artwork.

6.2 Maintenance

CITY will be solely responsible for maintenance of the project. A proposed maintenance schedule and estimated budget will be provided by GROUP.

7. ARTIST AS INDEPENDENT CONTRACTOR

The ARTIST will perform all work under this Agreement as an independent contractor and not as an agent or an employee of GROUP or CITY. The ARTIST will not be supervised by any employee or official of GROUP or CITY, nor will the ARTIST exercise supervision over any employee or official of GROUP.

8. TERMINATION

If either party to this agreement will willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this agreement, the other party will thereupon have the right to terminate this agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party will have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this agreement will terminate. In the event of default by CITY, CITY will promptly compensate the GROUP for all services performed by the GROUP prior to termination and for each milestone reached in compensation schedule set forth in Section 2 "Compensation and Payment Schedule," above. In the event of default by the GROUP, the CITY shall have a claim for damages for breach of contract that shall not exceed the prior payments made by the CITY under the agreement.

9. ENTIRE AGREEMENT, CHOICE OF LAW, FORUM SELECTION, AND ATTORNEY FEES

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. GROUP and CITY agree and stipulate that any disputes arising under this agreement shall be resolved by the laws of the State of Iowa and that the proper venue shall be solely in the state and federal courts located in Polk County, Iowa. In the event any party is forced to bring an action to enforce its rights under this Agreement, the prevailing party shall be entitled to its reasonable fees and expenses therefrom.

10. MODIFICATION

No alternation, change, or modification of the terms of the agreement will be valid unless made in writing and signed by both parties hereto and approved by appropriate action of GROUP. This Agreement (including the main agreement and all schedules and exhibits attached thereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements related to this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

11. NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this agreement will be in writing and will be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

if the GROUP, to: Group Creative Services, Teva Dawson
1424 48th Street
M. (515) 244-8590
E: Teva@GroupCreatives.com

if CITY, to: Brian Becker
Parks and Recreation Director
410 S.E. Main St.
Grimes, IA. 50111

If ARTIST ADD ARTIST NAME AND ADDRESS HERE

This agreement is executed on day and year first written above

CITY OF GRIMES

Mayor Scott Michelson

Date

4.26.22

Attest

Date

4.26.22

Rochelle Williams, Grimes City Clerk

GROUP



Date

4-16-22

Teva Dawson, Group Creative Services



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

Resolution Setting Public Hearing – Rezoning of Property Generally Located east of Highway 141 and south of NE Beaverbrooke Blvd from A-1 Agricultural District to R-4 (Planned Residential Development District) and R-3 Medium (Medium Density Two or More Family Dwelling District) for the Fagen Property.

SYNOPSIS:

The applicant, Signature Companies, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located east of Highway 141 and south of NE Beaverbrooke Blvd. The 31.64-acre property is currently Zoned A-1, and is identified as Mixed Use 1 and Medium Density Residential upon the Future Land Use Plan.

The projected activity for this property is consistent with the Future Land Use Plan designation. The R-4 zoning district will allow for commercial and high density residential. The R-3 Medium zoning district will allow for medium density along the east side of the property consistent with the Future Land Use Plan. As such, the applicant has provided a conceptual plan for the site showing seven development lots and the extension of two public streets: NE Destination Drive and NE Beaverbrooke Blvd.

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

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

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

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED
REZONING OF PROPERTY GENERALLY LOCATED EAST OF HIGHWAY 141 AND
SOUTH OF NE BEAVERBROOKE BLVD FROM A-1 AGRICULTURAL DISTRICT TO R-4
PLANNED RESIDENTIAL DEVELOPMENT DISTRICT AND R-3 MEDIUM DENSITY
TWO OR MORE FAMILY DWELLING DISTRICT

WHEREAS, certain land in the City of Grimes, Iowa, generally located east of Highway 141 and south of NE Beaverbrooke Blvd and legally described on Exhibit A, attached hereto, is currently zoned A-1 (Agricultural District); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Title 12, Section 12-3-2 by rezoning the Property from A-1 (Agricultural District) to R-4 (Planned Residential Development District) and R-3 Medium (Medium Density Two or More Family Dwelling District), and

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

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

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 24th day of May, 2022, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Plan and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED AND APPROVED this 26th day of April, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

PUD REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'X', NORTH POINTE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF GRIMES; THENCE SOUTH 89°49'33" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 763.49 FEET; THENCE SOUTH 00°20'06" WEST, 87.38 FEET; THENCE SOUTH 89°39'54" EAST, 179.05 FEET; THENCE SOUTH 00°20'06" WEST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 71.79 FEET; THENCE SOUTH 00°20'06" WEST, 120.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG SAID SOUTH LINE, 825.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE GRIMES BOULEVARD; THENCE NORTH 01°38'20" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 1325.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.42 ACRES (1,194,434 SQUARE FEET).

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

R-3 MED REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 00°20'06" WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 1325.74 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 193.29 FEET; THENCE NORTH 00°20'06" EAST, 120.36 FEET; THENCE SOUTH 89°39'54" EAST, 71.79 FEET; THENCE NORTH 00°20'06" EAST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 179.05 FEET; THENCE NORTH 00°20'06" EAST, 87.38 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°49'33" EAST ALONG SAID NORTHERLY LINE, 300.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.26 ACRES (185397 SQUARE FEET).

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

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY
GENERALLY LOCATED EAST OF HIGHWAY 141 AND SOUTH OF NE
BEAVERBROOKE BLVD FROM A-1 AGRICULTURAL DISTRICT TO R-4 PLANNED
RESIDENTIAL DEVELOPMENT DISTRICT AND R-3 MEDIUM MEDIUM DENSITY TWO
OR MORE FAMILY DWELLING DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Iowa, at 5:30 p.m. on the 24th day of May, 2022, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Title 12, Section 12-3-2 by rezoning certain Property described on Exhibit A from A-1 (Agricultural District) to R-4 (Planned Residential Development District) and R-3 Medium (Medium Density Two or More Family Dwelling District), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT
BOUNDARIES OF TITLE 12, SECTION 12-3-2 BY REZONING OF PROPERTY
GENERALLY LOCATED EAST OF HIGHWAY 141 AND SOUTH OF NE
BEAVERBROOKE BLVD FROM A-1 AGRICULTURAL DISTRICT TO R-4 PLANNED
RESIDENTIAL DEVELOPMENT DISTRICT AND R-3 MEDIUM MEDIUM DENSITY TWO
OR MORE FAMILY DWELLING DISTRICT

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

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

Exhibit A

PUD REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'X', NORTH POINTE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF GRIMES; THENCE SOUTH 89°49'33" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 763.49 FEET; THENCE SOUTH 00°20'06" WEST, 87.38 FEET; THENCE SOUTH 89°39'54" EAST, 179.05 FEET; THENCE SOUTH 00°20'06" WEST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 71.79 FEET; THENCE SOUTH 00°20'06" WEST, 120.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG SAID SOUTH LINE, 825.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE GRIMES BOULEVARD; THENCE NORTH 01°38'20" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 1325.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.42 ACRES (1,194,434 SQUARE FEET).

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

R-3 MED REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 00°20'06" WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 1325.74 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 193.29 FEET; THENCE NORTH 00°20'06" EAST, 120.36 FEET; THENCE SOUTH 89°39'54" EAST, 71.79 FEET; THENCE NORTH 00°20'06" EAST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 179.05 FEET; THENCE NORTH 00°20'06" EAST, 87.38 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°49'33" EAST ALONG SAID NORTHERLY LINE, 300.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.26 ACRES (185397 SQUARE FEET).

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



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

Resolution Setting Public Hearing – Rezoning of Property Generally Located at the Northwest Corner of SE 37th Street and South James Street from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District for the Herndon Property

SYNOPSIS:

The applicant, Anderson Properties, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located at the northwest corner of SE 37th Street and South James Street. The 77.52 Acre property is currently Zoned A-1, and is identified as Business Park upon the Future Land Use Plan. The property owner was unable to obtain the necessary consent per the Ordinance. As such, staff is suggesting that the City Council initiate the process.

The projected activity for this property is consistent with the Future Land Use Plan designation. The M-1A zoning district will allow for commercial and light industrial uses. As such, the applicant has provided a conceptual plan for the site showing four development lots and one outlot for future development.

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

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

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

RESOLUTION NO. 04-3522

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED
REZONING OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER
OF SE 37TH STREET AND SOUTH JAMES STREET FROM A-1 AGRICULTURAL
DISTRICT TO M-1A COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT

WHEREAS, certain land in the City of Grimes, Iowa, generally located at the northwest corner of SE 37th Street and South James Street and legally described on Exhibit A, attached hereto, is currently zoned A-1 (Agricultural District) (the “Property”); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Title 12, Section 12-3-2 by rezoning the Property from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial District), and

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

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

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 24th day of May, 2022, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Plan and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED AND APPROVED this 26th day of April, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER (E1/2 SE1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY
GENERALLY LOCATED AT THE NORTHWEST CORNER OF SE 37TH STREET AND
SOUTH JAMES STREET FROM A-1 AGRICULTURAL DISTRICT TO M-1A
COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Iowa, at 5:30 p.m. on the 24th day of May, 2022, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Title 12, Section 12-3-2 by rezoning certain Property described on Exhibit A from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial District), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT
BOUNDARIES OF TITLE 12, SECTION 12-3-2 BY REZONING OF PROPERTY
GENERALLY LOCATED AT THE NORTHWEST CORNER OF SE 37TH STREET AND
SOUTH JAMES STREET FROM A-1 AGRICULTURAL DISTRICT TO M-1A
COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT

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

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

Exhibit A

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER (E1/2 SE1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

RESOLUTION NO. 04-3722 Personnel Transaction

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

WHEREAS, the Finance Director has determined, in consultation with the Human Resources Director, that the Finance Department needs a Staff Accountant to administer the accounts payable processes and perform related traditional accounting functions to support 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 Finance 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;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that it hereby approves the job description for the Staff Accountant.

PASSED AND APPROVED this 26th day of April, 2022.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title Location

Staff Accountant	Grimes City Hall
------------------	------------------

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 80 Administration	To: Click here to enter text.
Reports to:	Finance Director	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay: \$69,166 - \$89,999

C. Job Description Summary

Under the general supervision of the Finance Director, the Staff Accountant performs traditional accounting functions in the Finance Department, including preparing legally required and other regular reports, monthly bank reconciliations, and journal entries. The Staff Accountant also performs the accounts payable functions for the finance department, including preparing the claims list for regular Council approval.

D. Routine Job Duties/Responsibilities

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.

Prepares Treasurer's reports and performs regular required financial reporting, monthly bank reconciliations, and journal entries.

Coordinates vendor information, maintains vendor files for accounts payable, and prepares annual vendor 1099s.

Performs the accounts payable functions for the finance department, including preparing regular claims list for Council approval.

Prepares Street Finance Report, Annual Financial Report, Annual Budget Certification, Budget Amendments, Urban Renewal Report, and Annual TIF Certification Report for Finance Director's approval and certification.

Assists Finance Director with developing and managing Vehicle and Equipment Replacement Program and verification of asset disposition request information.

Assists departments with any grant applications and performs any necessary grant administration to comply with requirements for grants awarded.

Serve as backup for employee payroll process, including preparing and distributing payroll, payments for federal and state payroll taxes, employee benefit payments, and payments to any other outside agencies regarding payroll deductions.

Works closely with staff in other departments in utilizing designated financial software programs for budget tracking and account coding.

Assist with external audit preparation and reports recommending and implementing internal audit procedures.

Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities

Attends meetings and represents the City and the City's Finance and Utility Billing departments in such community and regional meetings as may be identified in furthering the City's objectives.

F. Qualifications

Education/Experience:	Bachelor's degree majoring in accounting, public administration, or business administration. Completion of Iowa Municipal Professionals Institute with Finance Officer Certification from Iowa Municipal Finance Officers Association preferred upon hire and required within three years of hire. One to three years' experience of increasing responsibility in municipal government accounting. Any equivalent combination of experience and training providing the requisite knowledge, skills, and abilities to perform the work will be considered.
Skills:	High problem-solving ability, particularly concerning complex, systemic problems, with abilities to identify important dimensions of a problem, determine causes, and articulate alternative viable solutions. Ability to organize and manage multiple projects.
Knowledge	Basic to intermediate knowledge of the materials, methods and practices of municipal finance; developing ability (with oversight) to develop and implement policies and operating procedures; ability to establish and maintain effective working relationships with all internal team members, community leaders, public officials, professional groups, and the general public; ability to develop and lead a professional staff, to stimulate professional growth, to motivate professional effort and innovation, and to achieve a coordinated staff effort.
Licenses/Certifications:	Valid Iowa drivers' license.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Work is performed primarily in office setting with periodic field visits involving intermittent physical activity. Sufficient clarity of speech, hearing, vision and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer and associated office tools and equipment.
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:

Resolution # 04-3822
“A Resolution Approving the FY23 Employee Benefits Policy”

Whereas, the City Council provides employee benefits to City Employees as part of an overall compensation package;

Whereas, the City Council is committed to managing increasing employee benefit costs in its stewardship of public funds;

Whereas, the City Council partners with its employees to spread both the burden and responsibility for managing those costs;

Whereas, the City periodically quotes benefit plans each year to keep premiums competitively bid;

Whereas, the City has elected to formalize its policy concerning the cost sharing for employee benefits; and

Whereas, changes to the policy from the prior year are identified by underscore for new text and ~~strike through~~ for excised text.

Therefore, be it resolved by the City Council of the City of Grimes that:

Section 1. All regular full-time employees of the City of Grimes shall have access to coverage for health, dental, vision, life, and disability insurance benefits.

Section 2.

A. Group Health Insurance

Beginning July 1, ~~2021~~ 2022, employees who elect health insurance coverage shall contribute pre-tax to the cost of the health insurance coverage pursuant to the following schedule:

For those employees covered by the Firefighters IAFF Local No. 4835, employees shall contribute the following amounts to their health insurance coverage, pursuant to Article 5 of the collective bargaining agreement:

	Single	Dependent
7/1/21	10%	16%
7/1/22	10%	20%

For IAFF Local No. 4835 employees, the City shall reimburse expenses for deductibles up to a total of \$1,200 per year for single, family, or dependent coverage, also pursuant to Article 5.

For those employees covered by the American Federation of State, County, and Municipal Employees, Iowa Council 61 ("AFSCME"), and pursuant to Article X III of the collective bargaining agreement:

AFSCME Employees shall contribute \$100 per month for single coverage and ~~\$200~~ \$170 per month for any form of family coverage.

For AFSCME 61 employees, the ~~City shall reimburse expenses for copays over \$30 and all deductibles over plan design shall provide for \$20 office visit and urgent care co-pays, and a deductible of \$1,750 for single coverage and \$3,500 for family coverage.~~

All non-union employees shall contribute 5% to the premium cost for the Point of Service plan. For all non-union employees, ~~the City shall reimburse costs over \$500 up to the \$2,500 deductible and costs over \$1,000 up to the \$5,000 deductible~~ the plan design shall provide for a \$500 deductible for single plans and a \$1,000 deductible for family plans.

Non-unionized employees shall also have an option for a high-deductible insurance plan and health savings account, with a \$4,000 deductible for single policyholders and a \$8,000 deductible for family policyholders. The high deductible plan shall be covered at City cost, with the HSA funded by the City in two installments of \$400 each over the course of a year.

B. Dental, Vision, Life, and Disability Insurance

All employees shall have access to dental, vision, life, and disability insurance. For IAFF Local No. 4835 employees, the City shall provide dental insurance with an employee contribution of 50%, vision insurance, and regular term life insurance coverage for the employee in the face amount of \$50,000. Finally, the City shall also provide short-term and long-term disability insurance for all full-time employees.

For AFSCME 61 employees and non-union employees, the City shall provide dental insurance, vision insurance, and regular term life insurance coverage in the face amount of \$50,000. Employees have the option to purchase short-term and long-term disability insurance at their cost.

Section 3. The City Council reviews this policy annually and reserves the right to amend, suspend, retract, or make whatever changes may be necessary for proper fiscal management.

PASSED AND APPROVED this 26th day of April, 2022.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

**RESOLUTION NO. 04-3822 AUTHORIZING HR DIRECTOR TO RENEW, EXTEND,
OR SIGN AGREEMENTS FOR EMPLOYEE GROUP HEALTH INSURANCE AND
ANCILLARY BENEFITS**

BE IT ENACTED BY THE COUNCIL OF THE CITY OF GRIMES, IOWA:

WHEREAS, the City has separately passed a Resolution Approving the FY23 Employee Benefits Policy;

WHEREAS, to effectuate the Employee Benefits Policy, the City Council authorizes the HR Director to sign such agreements as are necessary to effectuate its intent, including agreements as are necessary to remain with the Iowa Governmental Health Care Plan ("IGHCP"), third-party administrator Employee Benefit Systems ("EBS"), EyeMed for vision, and The Standard for life, short- and long-term disability and EAP benefits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa that the HR Director is authorized to sign such agreements as are necessary to effectuate this Resolution and the Resolution Approving the FY 23 Employee Benefits Policy.

PASSED AND APPROVED this 26th day of April, 2022.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



To: City Council
From: ESF, HR Director
Date: 04/21/2022
Re: Resolution Authorizing HR Director to Renew, Extend, or Sign Related Agreements for Employee Group Health Insurance and Ancillary Benefits

Group Health Insurance Overview

On April 2021, the City Council voted to enter the "Iowa Governmental Health Care Plan" ("IGHCP"), a trust now comprised of thirty-seven (37) public entities to help control rising group health insurance premiums by consolidating larger group buying power for employers with small groups. That step – made in light of a quoted twenty percent (20%) premium increase with the City's then broker – helped the City maintain the health care premium equivalent increase¹ to a much more manageable 2.85% percent for Fiscal Year 22 (July 1, 2021 – June 30, 2022).

Similarly, this year, the quoted increase from IGHCP for the *health insurance premium alone* was 5.22%, and still below the broader industry trend of 7.87%. In addition, because of conservative estimates for claims funding made in April 2021 when the City entered the trust, the City's plan design has ensured the City was able to keep its premium equivalent costs per employee on par with FY22 levels, so FY23 premium equivalent costs show a 0% increase. The attached table details how each of the "monthly cost" totals for the July 1, 2022, renewal and our anticipated 2022/2023 Renewal (halfway down the page in the grey shaded portion of the table) is the same.

¹ One feature of the IGHCP is that it is a partially self-funded health insurance plan. In economic terms, this means that the City is quoted at a premium equivalent "cost" for group health insurance, which is actually a composite of multiple costs – including: (1) the health insurance premium for a higher deductible and out of pocket Wellmark point-of-service health care plan, (2) the "partial self-fund claims funding," or that amount the City sets aside each month to fund those portions of the claims it pays or self-funds, (3) the broker fee, or "consulting fee," (4) the third-party administrator's ("TPA") billing fee, (5) the TPA's claims administration fee, and (5) Wellmark's Explanation of Benefits ("EOB") fee. For comparison purposes, this composite premium equivalent cost is the figure the City uses to compare to its previous health insurance plan, get comparison quotes, and to compare its benefit offerings to its peer public employers in the labor marketplace.

Ancillary Benefits

Consistent with the employee benefits policy, all employees have access to dental, vision, life, and disability insurance in a manner consistent with either the employee's applicable collective bargaining agreement or the policy's treatment of non-unionized employees.

The cost for ancillary benefits is either stable, as is the case with vision, or has gone down slightly with a change of vendor for life and disability insurance (Principal Financial to The Standard), or down by 27.02% with dental by switching to a partially self-funded model for dental insurance. Switching from Principal to The Standard also makes available an Employee Assistance Program (EAP) benefit that was previously unavailable to the City's employees.

The resolution authorizes the City to enter into contracts to continue the arrangement with IGHCP for group health insurance, to continue with EyeMed for vision benefits, enter into a contract with The Standard for term life, voluntary life, short- and long-term disability and EAP benefits, and Employee Benefit Systems ("EBS") for self-funded dental insurance.

Staff Recommendation

Staff recommends approval.

City of Grimes								
July 1, 2022 Renewal - Final								
	Non Union		IAFF		AFSCME		H.S.A. - All EE's	
	Blue Choice/RX Complete		Blue Choice/RX Complete		Blue Choice/RX Complete			
2021/2022 Rates	\$500 Deductible		\$1,300 Deductible		\$1,750 Deductible			
Medical Cost	Single	Family	Single	Family	Single	Family		
Wellmark Premium	\$379.80	\$949.50	\$379.80	\$949.50	\$379.80	\$949.50		
Partial Self-Fund Claims Funding	\$105.00	\$205.20	\$48.00	\$270.00	\$130.00	\$271.00		
IGHCP Consulting Fee	\$10.00	\$25.00	\$10.00	\$25.00	\$10.00	\$25.00		
EBS Billing Fee	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50		
EBS Claims Administration	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00		
Wellmark EOB Fee	\$0.83	\$0.83	\$0.83	\$0.83	\$0.83	\$0.83		
Total Monthly Cost	\$505.13	\$1,190.03	\$448.13	\$1,254.83	\$530.13	\$1,255.83		
Participants	8	27	1	5	5	10		
Annual Cost	434,062		80,667		182,507			
Monthly Amount into Partial Self Fund	\$840	\$5,540	\$48	\$1,350	\$650	\$2,710		
Annual Amount into Partial Self Fund	\$10,080	\$66,485	\$576	\$16,200	\$7,800	\$32,520		
Total to Partial Self Fund	\$76,565		\$16,776		\$40,320			
2022/2023 Renewal	Blue Choice/RX Complete		Blue Choice/RX Complete		Blue Choice/RX Complete		Blue Choice/RX Complete	
	\$500 Deductible		\$1,300 Deductible		\$1,750 Deductible		\$4,000 Deductible	
Medical Cost	Single	Family	Single	Family	Single	Family	Single	Family
Wellmark Premium	\$399.64	\$999.09	\$399.64	\$999.09	\$399.64	\$999.09	\$349.07	\$872.68
Partial Self-Fund Claims Funding	\$85.16	\$155.61	\$28.16	\$220.41	\$110.16	\$221.41	\$50.00	\$100.00
IGHCP Consulting Fee	\$10.00	\$25.00	\$10.00	\$25.00	\$10.00	\$25.00	\$10.00	\$25.00
EBS Billing Fee	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
EBS Claims Administration	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Wellmark EOB Fee	\$0.83	\$0.83	\$0.83	\$0.83	\$0.83	\$0.83	\$0.83	\$0.83
Total Monthly Cost	\$505.13	\$1,190.03	\$448.13	\$1,254.83	\$530.13	\$1,255.83	\$419.40	\$1,008.01
Participants	8	27	1	5	5	10	0	0
Annual Cost	434,062		80,667		182,507		0	
Amount of Increase	0.00%		0.00%		0.00%			
Monthly Amount into Partial Self Fund	\$681	\$4,201	\$28	\$1,102	\$551	\$2,214	\$0	\$0
Annual Amount into Partial Self Fund	\$8,175	\$50,418	\$338	\$13,225	\$6,610	\$26,569	\$0	\$0
Total to Partial Self Fund	\$58,593		\$13,563		\$33,179		\$0	

SIGNATURE _____

DATE _____

CITY OF GRIMES

Date Printed: 4/20/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Jacob Street Water Main
Contractor: Synergy Contracting, LLC.
Address: 108 5th Avenue SW, Altoona, IA 50009
Finance Budget Code: 352-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 10, 2021 **Vendor #** 4147

Date of Council Meeting: April 26, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: February 1, 2022 Through: April 16, 2022

Contract Summary

Original Contract Amount:	\$	636,025.00	PAID
Net change by Change Orders:	\$	14,636.35	
Contract Amount to Date: (line 1 ± 2)	\$	650,661.35	
Total completed and stored to date:	\$	650,895.35	
Retainage: 2.5 % of Completed Work:	\$	16,272.38	
Total Earned less Retainage:	\$	634,622.97	
Less previous applications for payment:	\$	618,461.37	
SUBTOTAL			\$ 16,161.60
OTHER CHARGES (Attach an Itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 16,161.60
Balance to finish, including retainage:	\$	16,038.38	

Contract Time Remaining (If applicable) 5.00 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: Synergy Contracting, LLC.
 Signature: [Signature] Firm Name: _____ Date: 4/20/22

Engineer / Consultant Approval: MSA Professional Services, Inc.
 Signature: [Signature] Firm Name: _____ Date: 4/20/2022

City of Grimes Staff Approval: [Signature] Date: 4-21-22
 Signature: _____ Date: _____

City of Grimes Council Approval: _____ Date: _____
 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

mmu

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
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 4,620.00	\$ 4,620.00	1.00	\$ 4,620.00	-	100.00%
4.01	Removal of Sanitary Sewer, 10" or Less	LF	10.00	(10.00)	-	\$ 21.00	\$ -	-	\$ -	-	0.00%
4.02	Removal of Storm Sewer, 36" or Less	LF	56.00	(46.00)	10.00	\$ 21.00	\$ 210.00	10.00	\$ 210.00	-	100.00%
4.03	Sanitary Sewer Grully Main, Trenched, C900 PVC, 8 Inch	LF	10.00	(10.00)	-	\$ 182.00	\$ -	-	\$ -	-	0.00%
4.04	Storm Sewer, Trenched, RCP w/Flexible Gasket, 18 Inch	LF	18.00	(3.00)	15.00	\$ 182.00	\$ 2,730.00	15.00	\$ 2,730.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP w/Flexible Gasket, 30 Inch	LF	10.00	(10.00)	-	\$ 284.00	\$ -	-	\$ -	-	0.00%
4.06	Storm Sewer, Trenched RCP w/Flexible Gasket, 36 Inch	LF	8.00	(8.00)	-	\$ 308.00	\$ -	-	\$ -	-	0.00%
4.07	Storm Sewer, Trenched HDPE, 8 Inch	LF	10.00	(10.00)	-	\$ 140.00	\$ -	-	\$ -	-	0.00%
4.08	Storm Sewer, Trenched, CMP, 12 Inch	LF	10.00	(10.00)	-	\$ 154.00	\$ -	-	\$ -	-	0.00%
5.01	Water Main, Trenched, PVC, 4 Inch	LF	41.00	(36.00)	5.00	\$ 70.00	\$ 350.00	5.00	\$ 350.00	-	100.00%
5.02	Water Main, Trenched, PVC, 8 Inch	LF	72.00		72.00	\$ 91.00	\$ 6,552.00	72.00	\$ 6,552.00	-	100.00%
5.03	Water Main, Trenchless, PVC, 8 Inch	LF	2,740.00		2,740.00	\$ 91.00	\$ 249,340.00	2,740.00	\$ 249,340.00	-	100.00%
5.04	Water Main, Trenchless, PVC, Cased, 8 Inch	LF	70.00	10.00	80.00	\$ 420.00	\$ 33,600.00	80.00	\$ 33,600.00	-	100.00%
5.05	Fitting, Tee, 8 Inch x 4 Inch	EA	1.00	-	1.00	\$ 1,015.00	\$ 1,015.00	1.00	\$ 1,015.00	-	100.00%
5.06	Fitting, Tee, 8 Inch x 8 Inch	EA	5.00	(2.00)	3.00	\$ 1,260.00	\$ 3,780.00	3.00	\$ 3,780.00	-	100.00%
5.07	Fitting, Cross, 8 Inch x 8 Inch	EA	2.00		2.00	\$ 2,380.00	\$ 4,760.00	2.00	\$ 4,760.00	-	100.00%
5.08	Fitting, Cap, 8 Inch	EA	1.00	1.00	2.00	\$ 480.00	\$ 960.00	2.00	\$ 960.00	-	100.00%
5.09	Fitting, Reducer, 8 Inch x 4 Inch	EA	3.00	(3.00)	-	\$ 665.00	\$ -	-	\$ -	-	0.00%
5.10	Fitting, Reducing Tee, 8 Inch x 6 Inch x 8 Inch	EA	1.00		1.00	\$ 2,520.00	\$ 2,520.00	1.00	\$ 2,520.00	-	100.00%
5.11	Water Service Stub, Same Side of Street, Copper, 3/4 Inch	EA	16.00	(7.00)	9.00	\$ 1,900.00	\$ 17,100.00	9.00	\$ 17,100.00	-	100.00%
5.12	Water Service Stub, Opposite Side of Street, Copper, 3/4 Inch	EA	13.00	3.00	16.00	\$ 2,400.00	\$ 38,400.00	16.00	\$ 38,400.00	-	100.00%
5.13	Valve, 4 Inch	EA	1.00	-	1.00	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00	-	100.00%
5.14	Valve, 8 Inch	EA	16.00	(3.00)	13.00	\$ 2,450.00	\$ 31,850.00	13.00	\$ 31,850.00	-	100.00%
5.15	Fire Hydrant Assembly	EA	5.00		5.00	\$ 7,980.00	\$ 39,900.00	5.00	\$ 39,900.00	-	100.00%
5.16	Fire Hydrant Removal	EA	4.00		4.00	\$ 1,400.00	\$ 5,600.00	4.00	\$ 5,600.00	-	100.00%
5.17	Valve Box Removal	EA	6.00		6.00	\$ 420.00	\$ 2,520.00	6.00	\$ 2,520.00	-	100.00%
5.18	Connection to Existing Water Main	EA	11.00	(3.00)	8.00	\$ 4,550.00	\$ 36,400.00	8.00	\$ 36,400.00	-	100.00%
5.19	Flushing Device, Blowoff	EA	4.00	2.00	6.00	\$ 3,080.00	\$ 18,480.00	6.00	\$ 18,480.00	-	100.00%
6.01	Remove & Replace 12" Diameter Intake	EA	1.00		1.00	\$ 6,880.00	\$ 5,880.00	1.00	\$ 5,880.00	-	100.00%
7.01	Removal of Sidewalk, Shared Use Path, or Driveway	SY	121.00	-	121.00	\$ 14.00	\$ 1,694.00	121.00	\$ 1,694.00	-	100.00%
7.02	Removal of Pavement	SY	505.00		505.00	\$ 14.00	\$ 7,070.00	505.00	\$ 7,070.00	-	100.00%
7.03	Sidewalk, PCC 4 Inch Thickness	SY	75.00	(10.00)	65.00	\$ 63.00	\$ 4,095.00	65.00	\$ 4,095.00	-	100.00%
7.04	Driveway, PCC 6 Inch Thickness	SY	11.00	26.00	37.00	\$ 77.00	\$ 2,849.00	37.00	\$ 2,849.00	-	100.00%
7.05	Granular Surfacing, 12 Inch Thickness	SY	605.00		605.00	\$ 21.00	\$ 10,605.00	605.00	\$ 10,605.00	-	100.00%
7.06	Full Depth Patch, PCC, Match Existing Thickness	SY	12.00	35.30	47.30	\$ 280.00	\$ 13,244.00	47.30	\$ 13,244.00	-	100.00%
7.07	Remove and Replace Granular Surface	SY	40.00		40.00	\$ 21.00	\$ 840.00	40.00	\$ 840.00	-	100.00%
8.01	Traffic Control	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
8.02	Flaggers	EA	10.00		10.00	\$ 1,200.00	\$ 12,000.00	10.00	\$ 12,000.00	-	100.00%
9.01	Hydrant Seeding, Seeding, Fertilizing, and Mulching (HFSM), Type 1 w/30 Cornpost Amended Topsoil	AC	0.15	(0.15)	-	\$ 14,600.00	\$ -	-	\$ -	-	0.00%
9.02	Seeding, Temporary Seeding	AC	0.16		0.16	\$ 2,200.00	\$ 330.00	0.26	\$ 560.00	(0.10)	166.67%
9.03	Intake Protection Device, Installation and Removal	EA	17.00		17.00	\$ 200.00	\$ 3,400.00	17.00	\$ 3,400.00	-	100.00%
9.04	Intake Protection Device, Maintenance	EA	17.00		17.00	\$ 25.00	\$ 425.00	17.00	\$ 425.00	-	100.00%
9.05	Wattle, Installation	LF	1,500.00		1,500.00	\$ 2.00	\$ 3,000.00	1,500.00	\$ 3,000.00	-	100.00%
9.06	Wattle, Removal	LF	1,500.00		1,500.00	\$ 1.00	\$ 1,500.00	1,500.00	\$ 1,500.00	-	100.00%
9.07	Stormwater Pollution Prevention Plan (SWPP) Preparation	LS	1.00	(1.00)	-	\$ 1,500.00	\$ -	-	\$ -	-	0.00%
9.08	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00	(1.00)	-	\$ 2,500.00	\$ -	-	\$ -	-	0.00%
11.01	Mobilization	LS	1.00		1.00	\$ 15,400.00	\$ 15,400.00	1.00	\$ 15,400.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	-	100.00%
11.03	Removal & Salvage of Sign	EA	1.00		1.00	\$ 140.00	\$ 140.00	1.00	\$ 140.00	-	100.00%
11.04	Removal & Reinstallation of Mailbox	EA	3.00		3.00	\$ 140.00	\$ 420.00	3.00	\$ 420.00	-	100.00%
11.05	Maintenance of Postal Services	LS	1.00		1.00	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	-	100.00%
CHANGE ORDER #1											
CO1	Sanitary Sewer Service Repair @ 416/418 SE 2nd St on SE Jacob Street	LS		1.00	1.00	\$ 1,822.70	\$ 1,822.70	1.00	\$ 1,822.70	-	100.00%
CHANGE ORDER #2											
CO2	1413 SE Jacob St Sanitary Service Jetting and Televising	LS		1.00	1.00	\$ 401.70	\$ 401.70	1.00	\$ 401.70	-	100.00%
CO2	2 Exploration in Alley for 4" Water Main	LS		1.00	1.00	\$ 3,250.00	\$ 3,250.00	1.00	\$ 3,250.00	-	100.00%
CO2	3 Water Main Hot Tap and Connection at E 1st St	LS		1.00	1.00	\$ 10,516.00	\$ 10,516.00	1.00	\$ 10,516.00	-	100.00%
CHANGE ORDER #3											
CO3	1 Hydrant Extensions	LS		1.00	1.00	\$ 2,216.50	\$ 2,216.50	1.00	\$ 2,216.50	-	100.00%
CO3	2 Water Main Repair Sleeve	LS		1.00	1.00	\$ 1,138.50	\$ 1,138.50	1.00	\$ 1,138.50	-	100.00%
CO3	3 36" Water Stop	LS		1.00	1.00	\$ 6,424.00	\$ 6,424.00	1.00	\$ 6,424.00	-	100.00%
CO3	4 Water Service Stubs, Opposite Side of Street, Copper, 1 and 2 Inch	LS		1.00	1.00	\$ 16,218.95	\$ 16,218.95	1.00	\$ 16,218.95	-	100.00%
CO3	5 Water Service Stub, Same Side of Street, Copper, 1 Inch	LS		1.00	1.00	\$ 2,178.00	\$ 2,178.00	1.00	\$ 2,178.00	-	100.00%
CHANGE ORDER #5											
CO5	1 Detachable Warnings	SF		8.00	8.00	\$ 70.00	\$ 560.00	8.00	\$ 560.00	-	100.00%
STORED MATERIALS											
	Water Main, Trenchless, PVC, 8 Inch	LF			2,520.00	\$ 16.12	\$ 40,622.40	2,520.00	\$ -	-	100.00%
	Water Main and Fittings	LS			1.00	\$ 62,696.26	\$ 62,696.26	1.00	\$ -	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 850,116.95

\$ 650,895.35

100.12%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 9, 2021	\$ 240,378.27
2	December 14, 2021	\$ 195,653.17
3	January 11, 2022	\$ 143,241.84
4	February 8, 2022	\$ 39,188.09
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 618,461.37

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 1,822.70
2	December 14, 2021	\$ (8,827.30)
3	January 11, 2022	\$ 21,175.95
4	February 8, 2022	\$ (9,475.00)
5	April 26, 2022	\$ 9,940.00
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TOTAL \$ 14,636.35

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	80.00
Added by Change Order:	11.50
Contract Time to Date:	91.50
Time Used to Date:	71.00
Contract Time Remaining:	20.50

Contractor's Application for Payment No. 26 (Twenty-six)

Application Period: 1/1/2022 to 3/31/2022 Application Date: 4/18/2022

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

Application For Payment - Change Order Summary			
Approved Change Orders			
Number	Additions	Deductions	
001	\$ 37,166.00	\$ -	
002	\$ 71,894.00	\$ -	
003	\$ 312,226.00	\$ -	
Totals:	\$ 421,286.00	\$ -	
Net Change by Change Order:	\$ 421,286.00		

1. Original Contract Price.....	\$	17,951,200.00
2. Net change by Change Orders.....	\$	421,286.00
3. Current Contract Price (Line 1 ± 2).....	\$	18,372,486.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	18,284,723.00
5. Retainage		
a. 5.0% X \$ 18,264,923.00 Work Completed.....	\$	913,246.15
b. 5.0% X \$ 19,800.00 Stored Material.....	\$	990.00
c. Early Release of Retainage.....	\$	454,903.92
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	459,332.23
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	17,825,390.77
7. Less Previous Payments (Line 6 from prior Application).....	\$	17,760,063.07
8. Amount Due This Application.....	\$	65,327.70
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	547,095.23

Payment of: \$65,327.70
(Line 8 or other - attach explanation of the other amount)

is recommended by: Matt Wohl 4/19/2022
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Contractor's Certification

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

By: [Signature] Date: 4/19/2022

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1				Application Number:	26 (Twenty-six)		
Application Period:	1/1/2022	to	3/31/2022		Application Date:	4/18/2022		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
01.01	Bonds & Insurance	\$ 269,268.00	\$ 269,268.00	\$ -		\$ 269,268.00	100.00%	\$ -
01.02	General / Mobilization	\$ 88,000.00	\$ 88,000.00	\$ -		\$ 88,000.00	100.00%	\$ -
01.03	Furnishings / Appliance / AV Equipment Allowance	\$ 80,000.00	\$ 79,650.00	\$ -		\$ 79,650.00	99.56%	\$ 350.00
01.04	Submittal Software Allowance	\$ 18,000.00	\$ 9,000.00	\$ -		\$ 9,000.00	50.00%	\$ 9,000.00
Division 02 - Existing Conditions								
02.01	Demolition - Process	\$ 75,624.00	\$ 75,624.00	\$ -		\$ 75,624.00	100.00%	\$ -
02.02	Demolition - Existing Site Fence	\$ 7,800.00	\$ 7,800.00	\$ -		\$ 7,800.00	100.00%	\$ -
Division 03 - Concrete								
03.01	Cast In Place Concrete / Reinforcement							
03.01.1	Spread Footings Office Area	\$ 3,800.00	\$ 3,800.00	\$ -		\$ 3,800.00	100.00%	\$ -
03.01.2	Ribbon Footings Process Area	\$ 96,250.00	\$ 96,250.00	\$ -		\$ 96,250.00	100.00%	\$ -
03.01.3	Ribbon Footings Office Area	\$ 68,300.00	\$ 68,300.00	\$ -		\$ 68,300.00	100.00%	\$ -
03.01.4	Foundation Walls Process Area	\$ 13,850.00	\$ 13,850.00	\$ -		\$ 13,850.00	100.00%	\$ -
03.01.5	Pipe Trench Mat Slabs	\$ 179,240.00	\$ 179,240.00	\$ -		\$ 179,240.00	100.00%	\$ -
03.01.6	Pipe Trench Walls & Piers	\$ 266,844.00	\$ 266,844.00	\$ -		\$ 266,844.00	100.00%	\$ -
03.01.7	Basement Mat Slab	\$ 203,500.00	\$ 203,500.00	\$ -		\$ 203,500.00	100.00%	\$ -
03.01.8	Basement Walls & Columns	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
03.01.9	Phosphate/Ammonia Area Slabs	\$ 29,462.00	\$ 29,462.00	\$ -		\$ 29,462.00	100.00%	\$ -
03.01.10	Phosphate/Ammonia Area Walls	\$ 44,100.00	\$ 44,100.00	\$ -		\$ 44,100.00	100.00%	\$ -
03.01.11	Chlorine Room Slabs	\$ 35,350.00	\$ 35,350.00	\$ -		\$ 35,350.00	100.00%	\$ -
03.01.12	Chlorine Room Walls	\$ 40,050.00	\$ 40,050.00	\$ -		\$ 40,050.00	100.00%	\$ -
03.01.13	Flushing Box	\$ 9,800.00	\$ 9,800.00	\$ -		\$ 9,800.00	100.00%	\$ -
03.01.14	Stoops	\$ 14,440.00	\$ 14,440.00	\$ -		\$ 14,440.00	100.00%	\$ -
03.01.15	Pump Room Elevated Slab	\$ 222,350.00	\$ 222,350.00	\$ -		\$ 222,350.00	100.00%	\$ -
03.01.16	SOG East Process Area	\$ 95,350.00	\$ 95,350.00	\$ -		\$ 95,350.00	100.00%	\$ -
03.01.17	SOG West Process Area	\$ 29,200.00	\$ 29,200.00	\$ -		\$ 29,200.00	100.00%	\$ -
03.01.18	SOG Office Area	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
03.01.19	Generator Pad	\$ 49,070.00	\$ 49,070.00	\$ -		\$ 49,070.00	100.00%	\$ -
03.01.20	Sign	\$ 10,700.00	\$ 10,700.00	\$ -		\$ 10,700.00	100.00%	\$ -
03.01.21	Misc Equipment Pads	\$ 26,480.00	\$ 26,480.00	\$ -		\$ 26,480.00	100.00%	\$ -
03.01.22	Concrete Stair	\$ 4,500.00	\$ 4,500.00	\$ -		\$ 4,500.00	100.00%	\$ -
03.01.23	Precast Topping	\$ 4,800.00	\$ 4,800.00	\$ -		\$ 4,800.00	100.00%	\$ -
03.02	Precast Concrete	\$ 645,000.00	\$ 645,000.00	\$ -		\$ 645,000.00	100.00%	\$ -
Division 04 - Masonry								
04.01	Masonry	\$ 85,908.00	\$ 85,908.00	\$ -		\$ 85,908.00	100.00%	\$ -
Division 05 - Metals								
05.01	Structural Steel & Misc Metal / Steel Joist - Decking / Stairs - Railings - Grating	\$ 422,040.00	\$ 422,040.00	\$ -		\$ 422,040.00	100.00%	\$ -
05.02	Metals & Precast Erection	\$ 270,711.00	\$ 270,711.00	\$ -		\$ 270,711.00	100.00%	\$ -
Division 06 - Wood, Plastics, and Composites								
06.01	Rough Carpentry	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
Division 07 - Thermal and Moisture Protection								
07.01	Damp Proofing - Insulation	\$ 17,245.00	\$ 17,245.00	\$ -		\$ 17,245.00	100.00%	\$ -
07.02	Roofing / Roofing Accessories	\$ 281,900.00	\$ 281,900.00	\$ -		\$ 281,900.00	100.00%	\$ -
07.03	Sealants	\$ 19,195.00	\$ 19,195.00	\$ -		\$ 19,195.00	100.00%	\$ -
Division 08 - Openings								
08.01	Doors / Frames / Hardware / Hatches							
08.01.1	Doors & Hardware	\$ 64,500.00	\$ 64,500.00	\$ -		\$ 64,500.00	100.00%	\$ -
08.01.2	Access Hatches	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
08.02	Overhead Coiling Doors	\$ 52,000.00	\$ 52,000.00	\$ -		\$ 52,000.00	100.00%	\$ -
08.03	Aluminum Entrance & Storefronts	\$ 46,798.00	\$ 46,798.00	\$ -	\$ -	\$ 46,798.00	100.00%	\$ -
08.04	Architectural Louvers	\$ 46,521.00	\$ 4,500.00	\$ 36,500.00		\$ 41,000.00	88.13%	\$ 5,521.00
Division 09 - Finishes								
09.01	Gypsum Board / Framing / Ceilings	\$ 79,904.00	\$ 79,904.00	\$ -		\$ 79,904.00	100.00%	\$ -
09.02	Floor Coverings	\$ 30,600.00	\$ 30,600.00	\$ -	\$ -	\$ 30,600.00	100.00%	\$ -
09.03	Resinous Flooring	\$ 102,050.00	\$ 102,050.00	\$ -		\$ 102,050.00	100.00%	\$ -
09.04	Painting	\$ 284,354.00	\$ 283,250.00	\$ 1,104.00		\$ 284,354.00	100.00%	\$ -
Division 10 - Specialties								
10.01	Signage	\$ 10,776.00	\$ 10,776.00	\$ -		\$ 10,776.00	100.00%	\$ -
10.02	Toilet Compartments & Accessories	\$ 2,710.00	\$ 2,710.00	\$ -		\$ 2,710.00	100.00%	\$ -
10.03	Shower Accessories	\$ 2,580.00	\$ 2,580.00	\$ -		\$ 2,580.00	100.00%	\$ -
10.04	Fire Extinguishers	\$ 1,540.00	\$ 800.00	\$ 740.00		\$ 1,540.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
10.05	Lockers	\$ 3,275.00	\$ 3,275.00	\$ -		\$ 3,275.00	100.00%	\$ -
Division 12 - Furnishings								
12.01	Sunshades	\$ 16,572.00	\$ 13,500.00	\$ 3,072.00		\$ 16,572.00	100.00%	\$ -
12.02	Window Shades	\$ 2,555.00	\$ 2,555.00	\$ -		\$ 2,555.00	100.00%	\$ -
12.03	Institutional Casework	\$ 11,848.00	\$ 11,848.00	\$ -		\$ 11,848.00	100.00%	\$ -
12.04	Lab Casework	\$ 21,840.00	\$ 21,840.00	\$ -		\$ 21,840.00	100.00%	\$ -
Division 21 - Fire Suppression								
21.01	Fire Protection	\$ 143,575.00	\$ 143,575.00	\$ -		\$ 143,575.00	100.00%	\$ -
Division 22 - Plumbing								
22.01	Plumbing / Fixtures / Equipment							
22.01.1	Process Air Piping & Compressor	\$ 15,850.00	\$ 15,850.00	\$ -		\$ 15,850.00	100.00%	\$ -
22.01.2	Basement Plumbing Underground	\$ 58,788.00	\$ 58,788.00	\$ -		\$ 58,788.00	100.00%	\$ -
22.01.3	Process Area Plumbing Underground	\$ 86,105.00	\$ 86,105.00	\$ -		\$ 86,105.00	100.00%	\$ -
22.01.4	Office Area Plumbing Underground	\$ 38,200.00	\$ 38,200.00	\$ -		\$ 38,200.00	100.00%	\$ -
22.01.5	Heating Water Piping	\$ 101,500.00	\$ 101,500.00	\$ -		\$ 101,500.00	100.00%	\$ -
22.01.6	Condensate Piping	\$ 7,500.00	\$ 7,500.00	\$ -		\$ 7,500.00	100.00%	\$ -
22.01.7	Building VT & Drain Process Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.8	Building VT & Drain Office Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.9	Domestic Water Piping Office Area	\$ 55,450.00	\$ 55,450.00	\$ -		\$ 55,450.00	100.00%	\$ -
22.01.10	Domestic Water Piping Process Area	\$ 33,280.00	\$ 33,280.00	\$ -		\$ 33,280.00	100.00%	\$ -
22.01.11	Plumbing Fixtures	\$ 18,500.00	\$ 18,500.00	\$ -		\$ 18,500.00	100.00%	\$ -
22.01.12	Trench Drains	\$ 30,050.00	\$ 30,050.00	\$ -		\$ 30,050.00	100.00%	\$ -
22.01.13	Heating Equipment	\$ 22,100.00	\$ 22,100.00	\$ -		\$ 22,100.00	100.00%	\$ -
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)								
23.01	HVAC							
23.01.1	Preconstruction/Mobilization	\$ 53,990.00	\$ 53,990.00	\$ -		\$ 53,990.00	100.00%	\$ -
23.01.2	Shop Fabrication	\$ 76,523.00	\$ 76,523.00	\$ -		\$ 76,523.00	100.00%	\$ -
23.01.3	HVAC Install	\$ 107,123.00	\$ 107,123.00	\$ -		\$ 107,123.00	100.00%	\$ -
23.01.4	HVAC Equipment	\$ 405,041.00	\$ 405,041.00	\$ -		\$ 405,041.00	100.00%	\$ -
23.01.5	HVAC Insulation	\$ 3,796.00	\$ 3,796.00	\$ -		\$ 3,796.00	100.00%	\$ -
23.01.6	Temperature Controls	\$ 105,622.00	\$ 105,622.00	\$ -		\$ 105,622.00	100.00%	\$ -
23.01.7	Test & Balance	\$ 5,565.00	\$ 5,565.00	\$ -		\$ 5,565.00	100.00%	\$ -
23.01.8	Commissioning	\$ 19,740.00	\$ 19,740.00	\$ -		\$ 19,740.00	100.00%	\$ -
23.01.9	Refrigeration Piping Modeling/Management	\$ 15,522.00	\$ 15,522.00	\$ -		\$ 15,522.00	100.00%	\$ -
23.01.10	Refrigeration Materials	\$ 15,995.00	\$ 15,995.00	\$ -		\$ 15,995.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
23.01.11	Refrigeration Labor	\$ 20,755.00	\$ 20,755.00	\$ -		\$ 20,755.00	100.00%	\$ -
23.02	Geothermal System	\$ 196,069.00	\$ 196,069.00	\$ -		\$ 196,069.00	100.00%	\$ -
Division 25 - Integrated Automation								
25.01	Approved Design Submittals	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%	\$ -
25.02	Control Panels	\$ 225,000.00	\$ 225,000.00	\$ -		\$ 225,000.00	100.00%	\$ -
25.03	Computer Equipment and Software	\$ 160,000.00	\$ 160,000.00	\$ -		\$ 160,000.00	100.00%	\$ -
25.04	System Programming	\$ 35,000.00	\$ 35,000.00	\$ -		\$ 35,000.00	100.00%	\$ -
25.05	Instrumentation	\$ 14,500.00	\$ 14,500.00	\$ -		\$ 14,500.00	100.00%	\$ -
25.06	On Site Start Up/Training	\$ 21,000.00	\$ 20,500.00	\$ -		\$ 20,500.00	97.62%	\$ 500.00
Division 26 - Electrical								
26.01	Electrical	\$ 1,188,553.00	\$ 1,174,600.00	\$ 7,700.00		\$ 1,182,300.00	99.47%	\$ 6,253.00
26.02	Electrical Gear - MCC's, Etc.	\$ 528,000.00	\$ 528,000.00	\$ -		\$ 528,000.00	100.00%	\$ -
26.03	Generator	\$ 1,277,947.00	\$ 1,277,947.00	\$ -		\$ 1,277,947.00	100.00%	\$ -
Division 27 - Communications								
27.01	Communication	\$ 37,100.00	\$ 31,724.00	\$ 3,850.00		\$ 35,574.00	95.89%	\$ 1,526.00
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ 44,780.00	\$ 15,800.00		\$ 60,580.00	90.82%	\$ 6,120.00
Division 31- Earthwork								
31.01	Mobilization	\$ 40,000.00	\$ 40,000.00	\$ -		\$ 40,000.00	100.00%	\$ -
31.02	Construction Entrance	\$ 2,250.00	\$ 2,250.00	\$ -		\$ 2,250.00	100.00%	\$ -
31.03	Strip, Stockpile & Respread Topsoil	\$ 65,000.00	\$ 61,750.00	\$ -		\$ 61,750.00	95.00%	\$ 3,250.00
31.04	Site Excavating & Grading, Cut to Fill	\$ 85,000.00	\$ 80,750.00	\$ -		\$ 80,750.00	95.00%	\$ 4,250.00
31.05	Over Excavation, Replace & Re-Compact of Building Pad Area 1	\$ 329,000.00	\$ 280,000.00	\$ -		\$ 280,000.00	85.11%	\$ 49,000.00
31.06	Over Excavation & Replacement with Suitable Fill for Building Pad Area 2	\$ 595,000.00	\$ 595,000.00	\$ -		\$ 595,000.00	100.00%	\$ -
31.07	Excavation of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 55,000.00	\$ 55,000.00	\$ -		\$ 55,000.00	100.00%	\$ -
31.08	Granular Backfill of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 200,000.00	\$ 200,000.00	\$ -		\$ 200,000.00	100.00%	\$ -
31.09	Provide & Place Granular Subbase for Building Pad	\$ 54,179.00	\$ 54,179.00	\$ -		\$ 54,179.00	100.00%	\$ -
31.10	Silt Fence	\$ 3,055.00	\$ 3,055.00	\$ -		\$ 3,055.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
31.11	Inlet Protection	\$ 540.00	\$ 540.00	\$ -		\$ 540.00	100.00%	\$ -
Division 32 - Exterior Improvements								
32.01	Seeding	\$ 19,351.00	\$ 19,351.00	\$ -		\$ 19,351.00	100.00%	\$ -
32.02	Plantings	\$ 11,200.00	\$ 11,200.00	\$ -		\$ 11,200.00	100.00%	\$ -
32.03	Sidewalks - Grading & Subgrade Prep	\$ 3,310.00	\$ 3,310.00	\$ -		\$ 3,310.00	100.00%	\$ -
32.04	Subgrade Prep for PCC Paving	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -
32.05	PCC Subbase - 6"including fabric	\$ 102,300.00	\$ 102,300.00	\$ -		\$ 102,300.00	100.00%	\$ -
32.06	Site PCC Paving	\$ 347,540.00	\$ 347,540.00	\$ -		\$ 347,540.00	100.00%	\$ -
32.07	Gravel Shoulders	\$ 2,660.00	\$ 2,660.00	\$ -		\$ 2,660.00	100.00%	\$ -
32.08	Gravel Drives including Fabric	\$ 33,660.00	\$ 33,660.00	\$ -		\$ 33,660.00	100.00%	\$ -
32.09	Install Vinyl Coated Fence	\$ 45,800.00	\$ 45,800.00	\$ -		\$ 45,800.00	100.00%	\$ -
32.10	Install Slide Gate & Operator	\$ 21,300.00	\$ 21,300.00	\$ -		\$ 21,300.00	100.00%	\$ -
Division 33 - Utilities								
33.01	Site Utilities / Water - Sewer - Storm							
33.01.1	Site Utility Mobilization	\$ 53,235.00	\$ 53,235.00	\$ -		\$ 53,235.00	100.00%	\$ -
33.01.2	Building Overflow Drain Pipe	\$ 190,780.00	\$ 190,780.00	\$ -		\$ 190,780.00	100.00%	\$ -
33.01.3	Sanitary Sewer Pipe & Structures	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
33.01.4	Concentrate Pipe	\$ 397,450.00	\$ 397,450.00	\$ -		\$ 397,450.00	100.00%	\$ -
33.01.5	Perm Drain and Structure	\$ 218,730.00	\$ 218,730.00	\$ -		\$ 218,730.00	100.00%	\$ -
33.01.6	RAW Piping	\$ 54,900.00	\$ 54,900.00	\$ -		\$ 54,900.00	100.00%	\$ -
33.01.7	FW Piping	\$ 470,720.00	\$ 470,720.00	\$ -		\$ 470,720.00	100.00%	\$ -
33.01.8	CE Piping	\$ 206,380.00	\$ 206,380.00	\$ -		\$ 206,380.00	100.00%	\$ -
33.01.9	RCP Storm Drains	\$ 73,500.00	\$ 73,500.00	\$ -		\$ 73,500.00	100.00%	\$ -
33.01.10	SD Piping	\$ 28,330.00	\$ 28,330.00	\$ -		\$ 28,330.00	100.00%	\$ -
Division 40 - Process Interconnections								
40.01	Process Piping	\$ 788,732.00	\$ 788,732.00	\$ -		\$ 788,732.00	100.00%	\$ -
40.02	Process Valves	\$ 300,000.00	\$ 300,000.00	\$ -		\$ 300,000.00	100.00%	\$ -
40.03	Process Controls	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
40.04	WTP Disinfection	\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100.00%	\$ -
Division 41 - Material Processing and Handling Equipment								
41.01	Monorail Hoist	\$ 44,284.00	\$ 44,284.00	\$ -		\$ 44,284.00	100.00%	\$ -
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment								
43.01	End Suction Pumps	\$ 22,000.00	\$ 2,200.00	\$ -	\$ 19,800.00	\$ 22,000.00	100.00%	\$ -
43.02	Vertical Turbine Pumps	\$ 285,000.00	\$ 285,000.00	\$ -	\$ -	\$ 285,000.00	100.00%	\$ -
Division 46 - Water and Wastewater Equipment								

A		B	Work Completed		E	F		G
Specification Section Number	Description		C	D		Total Completed and Stored to Date (C + D + E)	% (F/B)	
		Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)			Balance to Finish (B - F)
46.01	Chemical Feed / Valves / Mixers	\$ 407,871.00	\$ 407,371.00	\$ -		\$ 407,371.00	99.88%	\$ 500.00
46.02	Lime Feed Equipment	\$ 442,500.00	\$ 442,500.00	\$ -		\$ 442,500.00	100.00%	\$ -
46.03	Aerators	\$ 77,629.00	\$ 77,629.00	\$ -	\$ -	\$ 77,629.00	100.00%	\$ -
46.04	Harn RO System Assigned Contract Allowance	\$ 1,327,752.00	\$ 1,327,752.00	\$ -		\$ 1,327,752.00	100.00%	\$ -
46.05	Equipment Install	\$ 160,493.00	\$ 159,000.00	\$ -		\$ 159,000.00	99.07%	\$ 1,493.00
Approved Project Change Orders								
CO-001	Change Order #1	\$ 37,166.00	\$ 37,166.00	\$ -		\$ 37,166.00	100.00%	\$ -
CO-002	Change Order #2	\$ 71,894.00	\$ 71,894.00	\$ -		\$ 71,894.00	100.00%	\$ -
CO-003	Change Order #3	\$ 312,226.00	\$ 312,226.00	\$ -		\$ 312,226.00	100.00%	\$ -
	Total	\$ 18,372,486.00	\$ 18,196,157.00	\$ 68,766.00	\$ 19,800.00	\$ 18,284,723.00	99.52%	\$ 87,763.00

Stored Material Summary

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1						Application Number:		26 (Twenty-six)	
Application Period:	1/1/2022 to 3/31/2022						Application Date:		4/18/2022	
A	B	C	D	E			F	G		
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
08.03	PA-1	Aluminum Door Materials	Supplier	Sep-2020	\$ 15,863.29	\$ -	\$ 15,863.29	May-2021	\$ 15,863.29	\$ -
09.03	PA-1	Flooring Materials	Supplier	Oct-2020	\$ 11,700.00	\$ -	\$ 11,700.00	Aug-2021	\$ 11,700.00	\$ -
46.03	77519	Force Draft Aerator	Site / Supplier	Jul-2020	\$ 69,829.00	\$ -	\$ 69,829.00	Aug-2020	\$ 69,829.00	\$ -
43.01	21-0748	End Suction Pumps	Site	May-2021	\$ 19,800.00	\$ -	\$ 19,800.00			\$ 19,800.00
43.02	112243R	Vertical Turbine Pumps	Site	May-2021	\$ 55,500.00	\$ -	\$ 55,500.00	Oct-2021	\$ 55,500.00	\$ -
		Totals			\$ 172,692.29	\$ -	\$ 172,692.29		\$ 152,892.29	\$ 19,800.00

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1 Grimes RO WTP - Phase 1				Application Number:	26 (Twenty-six)
					Application Date:	4/18/2022
Application Period:	From:	1/1/2022	To:	3/31/2022	Contractor:	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443

Original Contract Amount: \$ 17,951,200.00

Approved Change Orders:

Number	Date	Amount
001	8/25/2020	\$ 37,166.00
002	1/12/2021	\$ 71,894.00
003	3/9/2021	\$ 312,226.00

Revised Contract Amount: \$ 18,372,486.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001 to 005	2/3/20 to 5/15/20	\$ 3,719,402.95
006 to 010	6/29/20 to 10/19/20	\$ 3,895,691.88
011	11/20/2020	\$ 1,080,758.00
012	12/17/2020	\$ 1,666,888.05
013	1/19/2021	\$ 1,168,367.00
014	2/16/2021	\$ 815,849.55
015	3/15/2021	\$ 683,164.95
016	4/16/2021	\$ 1,131,322.70
017	6/4/2021	\$ 1,073,885.70
018	6/30/2021	\$ 382,449.77
019	7/19/2021	\$ 222,000.18
020	8/16/2021	\$ 452,737.70
021	9/20/2021	\$ 463,738.80
022	10/20/2021	\$ 149,971.75
023	11/22/2021	\$ 144,101.70
024	12/20/2021	\$ 149,369.45
025	1/20/2022	\$ 560,362.94
026		

Total Estimates Paid to Date: \$ 17,760,063.07

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Total Construction Cost: \$ 17,760,063.07

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): City of Grimes 101 NE Harvey Street Grimes IA 50111	PROJECT: PROJECT: # X237400	Grimes Public Library	Distribution to: OWNER (1) ARCHITECT (3) CONTRACTOR (1)
Forman Ford PO Box 692 Cedar Rapids IA 52406	ARCHITECT: Invision 303 Watson Powell Jr. Way Suite 200 Des Moines, IA 50309	APPLICATION NO: 2 PERIOD TO: 02/01/22 03/31/22	
PRIME CONTRACT VOLUME SUMMARY		CONTRACT DATE:	

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Number	Description	
	Elevator Rebid - Kone	30,050.00
TOTALS		30,050.00
Net change by Change Order		30,050.00

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

1. ORIGINAL CONTRACT SUM	\$ 8,987,522
2. Net change by Change Order	\$ 30,050.00
3. CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)	\$ 8,997,572
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 136,027
5. RETAINAGE:	
a. 5% completed work (Column D + E on G703)	\$ 6,801
b. 5% of Stored Material (Column F on G703) included in above number	\$ -
TOTAL RETAINAGE (Line 5a + 5b or Total in Column I of G703)	\$ 6,801
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 129,225
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	\$ 111,697
8. CURRENT PAYMENT NOW DUE	\$ 17,528
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 8,868,347

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

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison April 6, 2022

State of: IOWA County of: POLK
subscribed and sworn to before me this April 6, 2022

NOTARY PUBLIC:
My Commission Expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 17,528
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: EJ Date: 04.21.22

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

Prj # X237400		App # : 2		Pd From: 1-Feb-22					
Prj Name Grimes Public Library		App Date: 6-Oct-21		PD TO : 31-Mar-22					
Sub:		Retain : 5.00%							
A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
			PREVIOUS (D+E)	This Period					
	Prime Volume								
1	BP #01 - Grading & Utilities - Correll Contractors	\$438,000						438,000	
2	BP #02 - General Construction - Graphite Group	\$2,665,000						2,665,000	
3	BP #03 - Masonry - Forrest & Associates	\$317,587	2,825			2,825	1%	314,762	141
4	BP #04 - Flooring - Ideal Floors	\$109,575	2,649			2,649	2%	106,926	132
5	BP #05 - Ceramic Tile - Des Moines Marble	\$119,025						119,025	
6	BP #06 - Roofing - Academy Roofing	\$422,350						422,350	
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	\$844,487		18,450		18,450	2%	826,037	923
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	\$1,466,520						1,466,520	
9	BP #09 - Elevator - KONE	\$144,000						144,000	
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	\$86,660						86,660	
11	BP #11 - Mechanical - AMC Mechanical	\$1,021,690	12,700			12,700	1%	1,008,990	635
12	BP #12 - Electrical - Van Maanen Electric	\$977,086	99,402			99,402	10%	877,684	4,970
13	BP #13 - Site Paving - Nehring	\$235,622						235,622	
14	BP #14 - Landscaping - Miner Hardscape	\$149,970						149,970	
	GRAND TOTAL	\$8,997,572	\$ 117,576	\$ 18,450		\$ 136,027	2%	8,861,545	6,801

AIA® Document G702/CMA™ – 1992

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER:	PROJECT:	APPLICATION NO: 1	Distribution to:
The Weitz Company LLC 5901 Thornton Ave Des Moines, IA 50321-2403	Grimes Public Library 200 NE Beaverbrooke Blvd Grimes, IA 50111	PERIOD TO: 3/31/2022	OWNER ☐
FROM CONTRACTOR:	VIA CONSTRUCTION MANAGER:	CONTRACT DATE: 1/3/2022	Grimes Public Library CONSTRUCTION MANAGER ☐
Forman Ford P.O. Box 692 Cedar Rapids, IA 52406	InVision Architecture 531 Commercial Street Suite 900	PROJECT NOS: 1	ARCHITECT ☐
CONTRACT FOR:	VIA ARCHITECT:	INVOICE NO: T1200-1	CONTRACTOR ☐
			FIELD ☐
			☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 847,144.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 847,144.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 18,450.20
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 922.51
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..	\$ 922.51
6. TOTAL EARNED LESS RETAINAGE	\$ 17,527.69
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 17,527.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 Less Line 6)	\$ 829,616.31

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

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

CONTRACTOR: Forman Ford

By:

Date: 3/24/2022

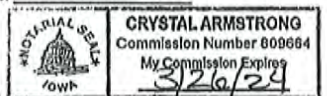
State of: Iowa

County of: Polk

Subscribed and sworn to before me this 24 day of March

Notary Public:

My Commission expires



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT:

By:

Date:

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

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

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 1

APPLICATION DATE: 3/24/2022

PERIOD TO: 3/31/2022

ARCHITECT'S PROJECT NO.:

Page 2

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Metal Wall Panels Material	242,268.75	0.00	0.00	0.00	0.00	0	242,268.75	0.00
2	Aluminum Frames Storefront Material	22,099.00	0.00	0.00	0.00	0.00	0	22,099.00	0.00
3	Glazed Curtain Wall Material	124,950.00	0.00	10,450.20	0.00	10,450.20	15	106,499.80	922.51
4	Service/Teller Window Units Material	9,063.75	0.00	0.00	0.00	0.00	0	9,063.75	0.00
5	Glazing Material	50,427.50	0.00	0.00	0.00	0.00	0	50,427.50	0.00
6	Sliding Walls Material	34,216.25	0.00	0.00	0.00	0.00	0	34,216.25	0.00
7	Fabrication	25,950.00	0.00	0.00	0.00	0.00	0	25,950.00	0.00
8	Metal Wall Panels Labor	117,300.00	0.00	0.00	0.00	0.00	0	117,300.00	0.00
9	Aluminum Frames Storefront Labor	13,200.00	0.00	0.00	0.00	0.00	0	13,200.00	0.00
10	Glazed Curtain Wall Labor	119,650.00	0.00	0.00	0.00	0.00	0	119,650.00	0.00
11	Service/Teller Window Units Labor	2,100.00	0.00	0.00	0.00	0.00	0	2,100.00	0.00
12	Glazing Labor	8,175.00	0.00	0.00	0.00	0.00	0	8,175.00	0.00
13	Sliding Walls Labor	6,000.00	0.00	0.00	0.00	0.00	0	6,000.00	0.00
14	General Conditions/Equipment	57,962.50	0.00	0.00	0.00	0.00	0	57,962.50	0.00
15	Submittals	3,500.00	0.00	0.00	0.00	0.00	0	3,500.00	0.00
16	Engineering	10,201.25	0.00	0.00	0.00	0.00	0	10,201.25	0.00
		847,144.00	0.00	10,450.20	0.00	10,450.20	2	828,693.80	922.51



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G703-1992

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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reverse Osmosis Water Treatment Plant - Phase 1
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 324-810-6407 **Finance Project #**
Vendor Project or Invoice #: 138867 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: April 26, 2022 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: February 27, 2022 March 26, 2022

Contract Summary

Original Contract Amount: \$ 1,183,985.00
 Net change by Change Orders: \$ 149,500.00
 Contract Amount to Date: (line 1 ± 2) \$ 1,333,485.00

Total completed and stored to date: 1,306,205.68
 Retainage: 5 % of Completed Work:
 Tot April 27, 2021 \$ 1,306,205.68
 Less previous applications for payment: \$ 1,305,870.68
 SUBTOTAL \$ 335.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 335.00

Balance to finish, including retainage: \$ 27,279.32

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:

McClure Engineering Company

Firm Name

Signature: *Heather Dallen*
 Date: 4/26/2022

City of Grimes Staff Approval:

Signature: *Matt Ahrens*
 Date: 4-20-22

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

Date Printed: 4/18/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February 11, 2020	\$ 46,089.20
5	March 24, 2020	\$ 67,693.38
6	April 28, 2020	\$ 45,078.45
7	May 26, 2020	\$ 59,753.25
8	June 23, 2020	\$ 61,876.53
9	July 14, 2020	\$ 57,086.05
10	August 25, 2020	\$ 49,286.35
11	September 22, 2020	\$ 78,042.73
12	October 13, 2020	\$ 54,561.40
13	November 24, 2020	\$ 58,119.25
14	January 12, 2021	\$ 153,484.26
15	February 23, 2021	\$ 56,349.99
16	March 23, 2021	\$ 55,774.60
17	April 27, 2021	\$ 43,954.59
18	May 25, 2021	\$ 42,002.25
19	June 22, 2021	\$ 37,325.05
20	August 1, 2021	\$ 21,294.71
21	August 24, 2021	\$ 33,426.00
22	September 28, 2021	\$ 20,500.89
23	October 12, 2021	\$ 24,734.23
24	November 23, 2021	\$ 38,931.25
25	January 25, 2022	\$ 49,165.42
26	February 22, 2022	\$ 4,992.50
27	March 22, 2022	\$ 1,655.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,305,870.68

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 28,500.00
2	November 11, 2020	\$ 35,000.00
3	September 14, 2021	\$ 74,000.00
4	November 23, 2021	\$ 12,000.00
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TOTAL \$ 149,500.00

Contract Time Remaining

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



1360 NW 121st Street
Clive, IA 50325

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

March 31, 2022
Project No: 0000190904-000
Invoice No: 138867
Due Date: April 30, 2022

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1

Professional Services from February 27, 2022 to March 26, 2022

Phase H. Value Engineering/Design Thoroughness Review

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

Phase I. Advertising, Bidding, Contract Award

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

Phase J. Paper Copies of Final Project Documents

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

Phase K. Construction Administration

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	138867
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	563,000.00	100.00	563,000.00	563,000.00	0.00
Total Fee	563,000.00		563,000.00	563,000.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase	L.	Construction Staking			
			Current	Prior	To-Date
Total Billings			0.00	20,230.78	20,230.78
Contract Limit (not-to-exceed)					20,570.00
Contract Limit Remaining					339.22
Total this Phase					0.00

Phase	M.	Resident Project Representative			
			Hours	Rate	Amount
On-Site Representative II			4.00	145.00	580.00
Totals			4.00		580.00
Total Labor					580.00
Reimbursable Expenses					
R - Per Diem					24.38
Total Reimbursables					24.38

Mileage (.585/.50 p/mile)					46.80
			Current	Prior	To-Date
Total Billings			651.18	546,500.00	547,151.18
Contract Limit (not-to-exceed)					546,500.00
Amount Adjusted this Period					-651.18
Total this Phase					0.00

Phase	Q.	Record Drawings			
Total this Phase					0.00

Phase	T.	SRF Loan Administration			
			Hours	Rate	Amount
Project Coordinator			9.50	90.00	855.00
Totals			9.50		855.00
Total Labor					855.00
			Current	Prior	To-Date
Total Billings			855.00	19,945.00	20,800.00
Contract Limit (not-to-exceed)					20,280.00
Amount Adjusted this Period					-520.00
Total this Phase					\$335.00

Phase	V.	Electrical Room Re-Design			
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Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	138867
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Room Re-Design	28,500.00	100.00	28,500.00	28,500.00	0.00
Total Fee	28,500.00		28,500.00	28,500.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase W. Electrical Component Re-Design

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Component Re-Design	35,000.00	100.00	35,000.00	35,000.00	0.00
Total Fee	35,000.00		35,000.00	35,000.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase Z. Water Utility-Emergency Response Plan

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Water Utility-Emergency Response Plan	12,000.00	100.00	12,000.00	12,000.00	0.00
Total Fee	12,000.00		12,000.00	12,000.00	0.00
Total Fee					0.00
Total this Phase					0.00
Total Due this Invoice					\$335.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Lime Softening Water Treatment Plant CIP Planning & Improvements
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 600-810-6490 **Finance Project #**
Vendor Project or Invoice #: 138909 **PO #**
Original Contract Date: February 22, 2022 **Vendor #** 2830

Date of Council Meeting: April 26, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 27, 2022 Through: March 26, 2022

Contract Summary

Original Contract Amount:	\$	19,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	19,700.00	
Total completed and stored to date:	\$	987.50	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	987.50	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 987.50
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE			\$ 987.50
Balance to finish, including retainage:	\$	18,712.50	

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:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

4/26/2022

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

Date Printed: 4/18/2022

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: 2-22-22
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -



1360 NW 121st Street
Clive, IA 50325

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

March 31, 2022
Project No: 2022000397-000
Invoice No: 138909
Due Date: April 30, 2022

Project 2022000397-000 Grimes Lime Softening WTP CIP Planning and Improvements

Professional Services from February 27, 2022 to March 26, 2022

Phase 101 Preliminary Planning and Reports

	Hours	Rate	Amount	
Project Coordinator	.50	135.00	67.50	
Project Manager II	4.00	230.00	920.00	
Totals	4.50		987.50	
Total Labor				987.50

Total this Phase \$987.50

	Current	Prior	To-Date	
Total Billings	987.50	0.00	987.50	
Contract Limit (not-to-exceed)			19,700.00	
Contract Limit Remaining			18,712.50	
Total Due this Invoice				\$987.50

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 26, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: March 1, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	\$	214,965.00	PAID
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	214,965.00	
Total completed and stored to date:	\$	177,494.59	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	177,494.59	
Less previous applications for payment:	\$	151,163.49	
SUBTOTAL			\$ 26,331.10

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 26,331.10

Balance to finish, including retainage: \$ 37,470.41

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

Date Printed: 4/19/2022

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	\$ 40,897.00
7	April 26, 2022	
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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: April 27, 2021
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -

TOTAL \$ 151,163.49

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

April 19, 2022

Project No: 0021G013.01

Invoice No: 77340

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

Invoice Total USD 26,331.10

Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through March 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager IV	14.00	205.00	2,870.00
Project Manager II	8.00	186.00	1,488.00
Project Engineer III	10.50	169.00	1,774.50
Staff Engineer II	149.90	130.00	19,487.00
Planner II	4.40	139.00	611.60
Project Administrator II	1.00	100.00	100.00
Totals	187.80		26,331.10
Total Labor			26,331.10

Billing Limits	Current	Prior	To-Date
Total Billings	26,331.10	151,163.49	177,494.59
Limit			214,965.00
Remaining			37,470.41

Total This Invoice USD 26,331.10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 19th Street Sanitary Sewer Extension
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 331-815-6407 **Finance Project #**
Vendor Project or Invoice #: 22G009.00 **PO #**
Original Contract Date: February 22, 2022 **Vendor #** 2972

Date of Council Meeting: April 26, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 22, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount: \$ 124,200.00
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 124,200.00

Total completed and stored to date: \$ 10,066.91
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 10,066.91
Less previous applications for payment: \$ -
SUBTOTAL \$ 10,066.91

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 10,066.91

Balance to finish, including retainage: \$ 114,133.09

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

Date Printed: 4/19/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 26, 2022	
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Previous Applications for Payment

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: April 27, 2021
 Original Contract Time: 2-22-22
 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
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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

April 19, 2022

Project No: 0022G009.00

Invoice No: 77341

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

Invoice Total	USD 10,066.91
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Project 0022G009.00 SE 19th St. Sanitary Sewer Extension

Professional Services through March 31, 2022**Professional Personnel**

	Hours	Rate	Amount	
Project Manager II	12.00	186.00	2,232.00	
Staff Engineer II	4.50	130.00	585.00	
Technician VI	12.00	141.00	1,692.00	
Technician V	20.50	137.00	2,808.50	
Technician III	6.00	114.00	684.00	
Project Administrator II	1.50	100.00	150.00	
Totals	56.50		8,151.50	
Total Labor				8,151.50

Expenses				1,915.41
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Billing Limits	Current	Prior	To-Date
Total Billings	10,066.91	0.00	10,066.91
Limit			124,200.00
Remaining			114,133.09

Total This Invoice	USD 10,066.91
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HIGHWAY 44 & SW COUNTY LINE ROAD INTERSECTION IMPROVEMENTS
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Ave, Suite 101 Des Moines, IA 50309
Finance Budget Code: 334-210-6407 **Finance Project #**
Vendor Project or Invoice #: 285839 **PO #**
Original Contract Date: October 22, 2019 **Vendor #** 2820

Date of Council Meeting: April 26, 2022 **PAYMENT REQUEST #** 26
PAYMENT PERIOD: From: February 17, 2022 Through: March 18, 2022

Contract Summary

Original Contract Amount:	\$	286,000.00	
Net change by Change Orders:	\$	174,195.00	
Contract Amount to Date: (line 1 ± 2)	\$	460,195.00	
Total completed and stored to date:	\$	285,824.80	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	285,824.80	
Less previous applications for payment:	\$	274,032.30	
SUBTOTAL	\$		11,792.50
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		11,792.50
Balance to finish, including retainage:	\$	174,370.20	

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:

Bolton & Menk, Inc.

Firm Name

Signature

11 APR 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

Date Printed: 4/5/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 14, 2020	\$ 1,730.00
2	February 11, 2020	\$ 6,434.90
3	April 14, 2020	\$ 1,627.00
4	April 14, 2020	\$ 2,195.00
5	June 9, 2020	\$ 7,097.50
6	July 14, 2020	\$ 6,792.50
7	August 11, 2020	\$ 11,325.00
8	September 8, 2020	\$ 17,430.00
9	October 13, 2020	\$ 4,815.00
10	November 10, 2020	\$ 1,022.50
11	December 8, 2020	\$ 2,969.50
12	January 12, 2021	\$ 4,537.00
13	February 9, 2021	\$ 2,785.00
14	March 9, 2021	\$ 10,517.00
15	April 13, 2021	\$ 10,831.50
16	May 11, 2021	\$ 5,594.00
17	June 8, 2021	\$ 30,291.00
18	July 13, 2021	\$ 21,853.00
19	August 10, 2021	\$ 10,243.50
20	September 28, 2021	\$ 24,038.50
21	October 12, 2021	\$ 19,020.20
22	November 9, 2021	\$ 30,974.50
23	January 25, 2022	\$ 24,122.70
24	February 22, 2022	\$ 7,235.00
25	March 22, 2022	\$ 8,550.50
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Previous Applications for Payment

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TOTAL \$ 274,032.30

Record of Change Orders

No.	Date	Amount
1	May 11, 2021	\$ 174,195.00
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TOTAL \$ 174,195.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	October 22, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

March 18, 2022
Project No: A13.120005
Invoice No: 0285839
Client Account: GRIMES_CI_IA

Grimes/Highway 44 & SW Co Line Road

Highway 44 & SW County Line Road Intersection Improvements

Consultant Services (001)

Professional Services

	Hours	Amount	
Principal	38.00	6,536.00	
Administrative	16.50	1,287.00	
Project Engineer	19.50	2,964.00	
Technician	2.00	206.00	
Project Manager	.50	80.00	
Senior Project Engineer	.50	87.50	
Totals	77.00	11,160.50	
Total Labor			11,160.50
	Total this Task		\$11,160.50

Construction Services (002)

Professional Services

	Hours	Amount	
Project Manager	4.00	632.00	
Totals	4.00	632.00	
Total Labor			632.00
	Total this Task		\$632.00
	Total this Invoice		\$11,792.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Highway 44 Corridor Study
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Avenue, Suite 101, Des Moines, IA 50309
Finance Budget Code: 341-210-6407 **Finance Project #**
Vendor Project or Invoice #: 283318 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2820

Date of Council Meeting: April 26, 2022 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: February 17, 2022 Through: March 18, 2022

Contract Summary

Original Contract Amount:	\$	105,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	105,600.00	
Total completed and stored to date:	\$	104,808.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	104,808.10	
Less previous applications for payment:	\$	101,355.60	
SUBTOTAL	\$		3,452.50
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		3,452.50
Balance to finish, including retainage:	\$	791.90	

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:

Bolton & Menk, 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	Invoice #
1	December 8, 2020	\$ 3,412.50	259409
2	January 12, 2021	\$ 1,690.00	260930
3	February 9, 2021	\$ 5,462.50	262390
4	March 9, 2021	\$ 14,416.60	263857
5	April 13, 2021	\$ 10,573.00	265172
6	May 11, 2021	\$ 7,244.50	266602
7	June 8, 2021	\$ 3,782.50	268402
8	July 13, 2021	\$ 7,035.00	269819
9	August 10, 2021	\$ 9,330.50	271702
10	September 28, 2021	\$ 8,272.00	273219
11	October 12, 2021	\$ 8,125.00	274928
12	November 9, 2021	\$ 6,971.00	277028
13	January 25, 2022	\$ 11,341.00	27, 280134, 2
14	February 22, 2022	\$ 1,686.50	283318
15	March 22, 2022	\$ 2,013.00	284264
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TOTAL

\$ 101,355.60

Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

March 18, 2022
Project No: A13.122607
Invoice No: 0285840
Client Account: GRIMES_CI_IA

Grimes/Highway 44 Corridor Study

Corridor Study (001)

Professional Services

	Hours	Amount	
Specialist	20.00	1,900.00	
Technician	1.50	165.00	
Senior Planner	7.50	1,125.00	
Senior Project Engineer	1.50	262.50	
Totals	30.50	3,452.50	
Total Labor			3,452.50
		Total this Task	\$3,452.50
		Total this Invoice	\$3,452.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2021 Asphalt Overlay Project
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Ave, Suite 101 Des Moines, IA 50309
Finance Budget Code: 110-210-6761 **Finance Project #**
Vendor Project or Invoice #: 283418 **PO #**
Original Contract Date: June 8, 2021 **Vendor #** 2820

Date of Council Meeting: April 26, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: February 17, 2022 Through: March 18, 2022

Contract Summary

Original Contract Amount:	\$	51,960.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	51,960.00	
Total completed and stored to date:	\$	16,898.18	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	16,898.18	
Less previous applications for payment:	\$	12,982.18	
SUBTOTAL	\$		3,916.00
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		3,916.00
Balance to finish, including retainage:	\$	35,061.82	

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:

Firm Name Bolton & Menk, Inc.

Signature Date 11 APR 2022

City of Grimes Staff Approval:

Signature Date 4-20-22

City of Grimes Council Approval:

Signature Date 4/26/22

Submit to: Kevin Hensley - Director of Public Works - Public Works Department
E-mail: khensley@grimesiowa.gov **Phone:** (515) 986-9636 **Fax:** (515) 986-4480

Date Printed: 4/19/2022

mmw

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 28, 2021	\$ 3,572.50
2	October 26, 2021	\$ 2,361.68
3	January 25, 2022	\$ 2,285.00
4	February 22, 2022	\$ 1,645.00
5	March 22, 2022	\$ 3,118.00
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BMI Invoice

274926
277160
281812
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284729

Previous Applications for Payment

No.	Date	Amount
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TOTAL

\$ 12,982.18

Record of Change Orders

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TOTAL

\$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	June 8, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

March 18, 2022
Project No: 0A1.124882
Invoice No: 0285968
Client Account: GRIMES_CI_IA

Grimes/2021 Asphalt Overlay

Design Services (001)

Professional Services

	Hours	Amount	
Principal	10.00	1,720.00	
Technician	16.00	1,956.00	
Project Manager	1.50	240.00	
Totals	27.50	3,916.00	
Total Labor			3,916.00
		Total this Task	\$3,916.00
		Total this Invoice	\$3,916.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): City of Grimes PROJECT: Grimes Public Library PROJECT: # X237400 APPLICATION NO: 2 PERIOD TO: 02/01/22 03/31/22 Distribution to: OWNER (1) ARCHITECT (3) CONTRACTOR (1)

FROM (CONTRACTOR): The Weitz Company, LLC PO Box 310474 Des Moines, IA 50331-0474 ARCHITECT: Invision 303 Watson Powell Jr. Way Suite 200 Des Moines, IA 50309 CONTRACT FOR: Construction Management CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Number	Date Approved	
CO 1	Set CM agreement at \$973,681	977
CO 2	Elevator Rebid (fee on difference)	
TOTALS	977.00	0
Net change by Change Order		977.00

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

1. ORIGINAL CONTRACT SUM \$ 973,681
 2. Net change by Change Order \$ 977.00
 3. CONTRACT SUM TO DATE (Line 1+2) \$ 974,658
 (Column C on G703)
 4. TOTAL COMPLETED & STORED TO DATE \$ 53,002
 (Column G on G703)
 5. RETAINAGE:
 a. 0% completed work (Column D + E on G703)
 b. 0% of Stored Material (Column F on G703) included in above number
 TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703) \$
 6. TOTAL EARNED LESS RETAINAGE \$ 53,002
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS \$ 28,821
 8. CURRENT PAYMENT NOW DUE \$ 24,181
 9. BALANCE TO FINISH, PLUS RETAINAGE \$ 921,656
 (Line 3 less Line 6)

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

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison April 6, 2022

State of: IOWA County of: POLK
 subscribed and sworn to before me this April 6, 2022

NOTARY PUBLIC: Kara DeYvenney
 My Commission Expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 24,181
 (Attach explanation if certified differs from the amount applied for.)

ARCHITECT: Ed Date: 04.21.22

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

Mayor 4-26-22

mw

Prj # X237400	App # : 2	Pd From: 1-Feb-22
Prj Name Grimes Public Library	App Date: 6-Oct-21	PD TO : 31-Mar-22
Sub:	Retain : 5.00%	

A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
			PREVIOUS (D+E)	This Period					
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000			25,000	100%		
2	Construction Manager Services	497,593.00		21,345		21,345	4%	476,248	
	General Rquirements								
3	Latrines	7,500.00						7,500	
4	Surveying	6,000.00						6,000	
5	Dumpsters/Trash Chute	33,560.00						33,560	
6	Safety	2,050.00						2,050	
7	SWPPP/Access/Snow Removal	23,700.00						23,700	
8	General Building Enclosures/Heat	50,146.00						50,146	
9	Roof Access	5,000.00						5,000	
10	Temporary Fencing	11,000.00						11,000	
11	Fee (3.25%) on Construction Manager Services	20,688.00		828		828	4%	19,860	
12	Fee (3.25%) per Prime Volume Summary below	292,421.00	3,821	2,008		5,829	2%	286,592	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Correll Contractors	\$438,000						438,000	
2	BP #02 - General Construction - Graphite Group	\$2,665,000						2,665,000	
3	BP #03 - Masonry - Forrest & Associates	\$317,587	2,825			2,825	1%	314,762	141
4	BP #04 - Flooring - Ideal Floors	\$109,575	2,649			2,649	2%	106,926	132
5	BP #05 - Ceramic Tile - Des Moines Marble	\$119,025						119,025	
6	BP #06 - Roofing - Academy Roofing	\$422,350						422,350	
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	\$844,487		18,450		18,450	2%	826,037	923
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc.	\$1,466,520						1,466,520	
9	BP #09 - Elevator - KONE	\$144,000						144,000	
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	\$86,660						86,660	
11	BP #11 - Mechanical - AMC Mechanical	\$1,021,690	12,700			12,700	1%	1,008,990	635
12	BP #12 - Electrical - Van Maanen Electric	\$977,086	99,402			99,402	10%	877,684	4,970
13	BP #13 - Site Paving - Nehring	\$235,622						235,622	
14	BP #14 - Landscaping - Miner Hardscape	\$149,970						149,970	
	Prime Contractors Total	\$8,997,572	\$ 117,576	\$ 18,450		\$ 136,027	2%	8,861,545	6,801
	WEITZ TOTAL	974,658.00	28,821	24,181		53,002	5%	476,248	



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of April 26, 2022

AGENDA HEADING: Waterworks Park Improvements – I&S Group, Inc. Professional Services Agreement Amendment for engineering construction services.

SYNOPSIS: The Waterworks Park Improvements project was recently sent out to bid and is scheduled for a bid letting on May 17th and Public Hearing and award actions at the council meeting on May 24th. This will move the project from the design phase to the construction phase. The PSA with I&S Group, Inc. (ISG) was setup to add the engineering services required during construction after award of the construction contract. ISG will be providing the following engineering construction services: construction administration, staking, observation (limited) and post construction items. The engineering staff is planning on taking on some of the construction observation duties to help keep the costs down on the overall project, which is reflected in ISG's proposed fee. The construction is expected to start in June, 2022 and be fully completed by May, 2023 with the splash pad open for the summer of 2023.

FISCAL IMPACT: The total fee proposed for the construction engineering services is \$185,000, which is about a 5.8% fee compared to the estimated project construction costs. Following our review, this appears to be a reasonable fee for this work.

PREVIOUS COUNCIL ACTION(S): Approval of PSA with ISG, Setting dates for bid letting & public hearing.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Professional Services Agreement Amendment and recommends approval by the City Council.

APRIL 21ST, 2022
Matt Ahrens, PE
City Engineer
City of Grimes
410 SE Main Street #102
Grimes, IA 50111
mahrens@grimesiowa.gov



RE: CONTRACT AMENDMENT

Matt Ahrens, P.E.,

Please find this proposal as a contract amendment to the Agreement for Professional Consulting Services for the Water Works Park Splash Pad project. The contract amendment will include services to be provided during construction: construction staking, construction administration, and construction observation. Each task is described in further detail in the following sections.

Construction Administration

This proposal anticipates that ISG will provide construction administration services for this project. These services will involve coordination of the pre-construction meeting, shop drawing and submittal review, review and approval of change orders, preparation of payment requests, bi-weekly construction progress meetings, and project close-out activities. Project close-out activities shall include a final site walk-through, preparation of a final punch list, and production of as-built drawings.

Construction Survey

This proposal anticipates that ISG will provide construction survey services for this project. Construction surveying will be provided as required to construct the project according to the construction documents. Construction survey will be billed at an hourly rate for the following site features:

- Removals
- Site Shelter
- Site Pavement (sidewalk, parking lot, playground, dry stream bed)
- Playground equipment
- Splash Pad equipment and features
- Utilities (Sanitary Sewer, Storm Sewer, Watermain, and Subdrain)
- Site grading (detention basin)
- Light poles

Construction Observation

ISG will provide construction observation on a part time basis. It is estimated that ISG will provide construction observation for an average of 20 hours per week for 32 weeks during construction. Construction is expected to commence in June of 2022 and be completed in June of 2023. Construction observation will be provided for the following items. ISG can provide additional observation upon the request of the City of Grimes.

- Site shelter
- Site electrical
- Splash Pad/Splash pad features/Splash pad pavement
- Playground surfacing and equipment installation
- Landscaping

It is understood that the City of Grimes will provide observation services for general street/sidewalk paving, general earthwork operations, and site utility installation.



COMPENSATION

ISG's proposed compensation for the scope of services in this Proposal is as follows:

SERVICE	COMPENSATION
Construction Administration (hourly, not to exceed)	\$65,000.00
Construction Survey (hourly, not to exceed)	\$35,000.00
Construction Observation (hourly, not to exceed)	\$85,000.00
TOTAL	\$185,000.00

Reimbursable Expenses

Anticipated reimbursable expenses such as travel, mileage, and printing are included within the compensation listed above.

SCHEDULE

It is anticipated that construction will commence in June of 2022 and be completed in June of 2023.

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible to accommodate the requirements of this project. Upon request, ISG can provide full time construction observation with a supplemental proposal, at additional cost, that will be necessary to facilitate construction of this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Grimes. Please sign the acknowledgment box below to accept this Proposal and return a copy to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Justin Heim
Civil Engineer

Justin.Heim@ISGInc.com



ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2022.

Name: _____

Title: _____

Signature: _____

This proposal is valid for 30 days.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of April 26, 2022

AGENDA HEADING: Traffic Impact Analysis Fagen Development/Surrounding Area – Snyder & Associates, Inc. Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for traffic engineering services to study the existing and proposed development occurring NE of the Highway 141 and Highway 44 interchange between E 1st Street and NE 18th Street. The study will provide traffic and safety analysis of the existing external intersections and recommendations for functional intersection/corridor traffic improvements based on the current land use and proposed development plans. This study will create a traffic model of the area that will be able to be easily updated as future development occurs and give staff the tools to direct the development of the transportation system in this area moving forward.

Snyder & Associates has been providing traffic engineering expertise to Grimes for many years and staff feels very comfortable moving forward with them on this project. They are also currently serving as the City of Grimes on-call traffic engineer and are familiar with the transportation system from previous work.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$38,000 based off hourly rates and fixed expenses. The funding source for this work will be out of the Development Services engineering budget line item and a portion will be paid by the developer through an agreement.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 04-4022

WHEREAS, the City of Grimes (Grimes) needs to conduct a traffic impact study for the Fagen Development and surrounding areas located east of Iowa Highway 141, north of E 1st Street and south of NE 18th Street in the city due to proposed development and anticipated traffic network changes in the area; and,

WHEREAS, the engineering firm of Snyder & Associates, Inc. (Engineers), has substantial experience in traffic planning and engineering design, and is qualified to provide traffic and safety analysis within the study area and recommendations for functional intersection/corridor improvements based on current land uses and proposed development plans; and,

WHEREAS, Engineers have proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineers and compensation to be paid by Grimes for their engineering services related to the traffic impact study;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineers on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___ to ___ on the 26th day of April, 2022, and approved by the Mayor on the 26th day of April, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

TRAFFIC IMPACT ANALYSIS FAGEN DEVELOPMENT/SURROUNDING AREA EAST OF IA 141 & BEAVERBROOKE BLVD

This Agreement is made and entered into this 26th day of April, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Snyder & Associates, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 1 with a general time frame of 6-8 weeks draft report completion from time of Notice to Proceed. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 2.

I. Basic Services of the Consultant

a. Study \$ 38,000.00

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

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

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

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

5. NOTICE

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

FOR THE CITY:

Name: City of Grimes
Attn: Alex Pfaltzgraff
Title: Development Services Director
Address: 101 NE Harvey Street
City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: Snyder & Associates, Inc.
Attn: Mark Perington, P.E.
Title: Project Manager
Address: 2727 SW Snyder Blvd
City, State: Ankeny, IA 50023

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

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

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

ATTACHMENT 1 – SCOPE OF SERVICES

CITY: CITY OF GRIMES

CONSULTANT: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: TRAFFIC IMPACT ANALYSIS
FAGEN DEVELOPMENT/SURROUNDING AREA
EAST OF IA 141 & BEAVERBROOKE BLVD

DATE: APRIL 18, 2022

SCOPE OF SERVICES:

CONSULTANT will conduct a traffic impact study for the Fagen Development and surrounding vacant areas located east of Iowa 141, north of 1st Street, and south of NE 18th St in the northeast quadrant of the Highway 44/E 1st Street and Iowa Highway 141 interchange in Grimes (see attached study area map). The study will provide traffic and safety analysis of the existing external intersections and recommendations for functional intersection/corridor geometry and traffic control improvements for all intersections based on the current land use and site development plans.

Existing Intersections:

- IA 141 at Beaverbrooke Blvd & NE 18th Street
- E 1st Street at Destination Dr
- NE 18th at Destination Dr
- NW 107th St at Beaverbrooke Blvd & NE 8th St

Proposed Intersections/Streets:

- Beaverbrooke Blvd & Destination Dr
- Destination Dr between Menards & NE 18th St
- Other identified local collector streets for development

Background Studies:

- IA 141 Corridor Study
- Hope Development/Grimes Sportsplex Traffic Study

1. PROJECT ADMINISTRATION

- a. Meet w/ CITY as needed throughout project to coordinate efforts, update changes in development concepts, or other related issues impacting the study effort
- b. Assist CITY staff with summary presentation of report recommendations to other key CITY staff or policy makers
- c. Assist CITY with Iowa DOT Dist 1 coordination on recommended improvements impacting IA 141 intersections
- d. Prepare invoice and progress reports

2. DATA COLLECTION

- a. Adjacent streets info - functional Classification, width, number of lanes, posted speed limits, traffic signal operations and timings
- b. Daily, peak hours traffic volume/mix information per Iowa DOT traffic history or prior studies
- c. 13-24 hr turning movement counts at existing intersections per study area map, up to 7 intersections to supplement other traffic data

ATTACHMENT 1 – SCOPE OF SERVICES

ADDITIONAL SERVICES

Additional services requested by the CITY will be completed through an amendment or supplemental agreement agreed to by both parties and completed in accordance with the attached Standard Fee Schedule. Additional services may include but are not limited to the following:

- In person project meetings with CITY, Iowa DOT, or County
- Analysis of additional intersections, development, scenarios or time periods
- Design of intersection, traffic control, or pavement marking improvements

STUDY AREA MAP



ATTACHMENT 2 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

SNYDER & ASSOCIATES, INC. 2022-23 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	hour
Principal I	\$217.00	hour
Senior	\$198.00	hour
VIII	\$181.00	hour
VII	\$172.00	hour
VI	\$163.00	hour
V	\$152.00	hour
IV	\$141.00	hour
III	\$129.00	hour
II	\$116.00	hour
I	\$103.00	hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	hour
Senior	\$132.00	hour
VIII	\$123.00	hour
VII	\$113.00	hour
VI	\$102.00	hour
V	\$92.00	hour
IV	\$83.00	hour
III	\$75.00	hour
II	\$69.00	hour
I	\$60.00	hour
Administrative		
II	\$71.00	hour
I	\$58.00	hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	

REIMBURSABLE EXPENSES

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



101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of

AGENDA HEADING:

Resolution approving the food truck fundraising event for the Friends of the Grimes Public Library.

SYNOPSIS:

The Friends of the Grimes Public Library would like to host a three-hour *Food Truck Fest* as a community fundraising event for the new Grimes Public Library Building Project. The Festival correlates with the last day of school and will take place on June 1st from 4:30PM to 7:30PM. Schematic Designs, donation forms, and other fundraising handouts will be available for attendees to take. Volunteers and staff will be on hand for information and questions.

FISCAL IMPACT:

There will not be a cost to the City of Grimes.

PREVIOUS COUNCIL ACTION(S):

Previously, the Grimes City Council passed the following:

122-10 (6) Parks. The sale of food and beverages in public parks with permission of the Grimes City Council.

122-65A (3) Exemption: If utilizing a Mobile Food Vehicle or push cart as part of a City sponsored project or event, a transient merchant permit is not required, a Fire Department Inspection of the Mobile Food Vehicle or vending area will be required.

BOARD/COMMISSION ACTION(S):

On March 29th, Fionn Hutchins from Grimes Public Library reached out to City Staff to ensure guidelines were followed. Nicole Smith from the Friends of the Grimes Public Library is working with each food truck and the fire department for inspection.

The Grimes Public Library Board of Trustees recommend approval of this event.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. 04-4122

RESOLUTION APPROVING A FOOD TRUCK FUNDRAISING
EVENT FOR NEW LIBRARY PROJECT IN PARKING LOT OF
GRIMES PUBLIC LIBRARY

WHEREAS, Friends of Grimes Public Library will be hosting a Food Truck Fest from 4:30PM to 7:30PM on June 1, 2022 in the Grimes Public Library parking lot;; and

WHEREAS, the event will be used as a community fundraiser for the Friends of the Grimes Public Library/New Grimes Public Library Build Project; and

WHEREAS, the event will be used to as a kickoff event for Grimes Public Library summer reading program; and

WHEREAS, The City of Grimes will waive transient merchant permits per *122-65A (3)*; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRIMES IN THE STATE OF IOWA that the Grimes City Council would like to support the three hour fundraising event for the Grimes Public Library.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES IN THE STATE OF IOWA Food Truck Fest to be held from 4:30PM to 7:30PM on June 1st is hereby approved. All food trucks will need to submit their inspection forms to the FD for review.

PASSED AND APPROVED this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

City Administrator Jake Anderson
101 NE Harvey St.
Grimes, IA 50111

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I congratulate Grimes on earning recognition as a 2021 Tree City USA. We are so thrilled that Grimes takes pride in creating a community that places unique value on the planting and caring of trees.

Grimes is part of an incredible network of more than 3,600 Tree City USA's, with a combined total population of 155 million. The Tree City USA program is one of the Arbor Day Foundation's earliest programs. We are proud to partner with the U.S. Forest Service and the National Association of State Foresters to maintain this community.

Over the last few years, it has become increasingly clear of the value and importance that trees hold for our future. Cities and towns across the globe are facing challenges when it comes to air quality, water resources, personal health and well-being, and energy use. Grimes shows its residents and peers that they are forward-thinking and eager to combat these issues. By showing your dedication to urban forestry, you demonstrate a commitment to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

State foresters will receive the Tree City USA recognition materials and coordinate on how to distribute them. We will forward information about your awards to your state forester's office to facilitate the presentation. Your community's Arbor Day ceremony would be the best time to mention the Tree City USA award.

Again, we are excited to celebrate your commitment to the people and trees of Grimes and thank you for helping us plant, nurture and celebrate trees.

Best Regards,



Dan Lambe
Arbor Day Foundation Chief Executive

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



Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

March 31st, 2022

City of Grimes

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

RE: Monthly Update March 2022

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for March 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: Jackhammer Safety, An Open-and-Shut Case for Gate Valve Safety, Biohazards and Worker Safety, Weld Well to End Well. All staff reviewed, understood, and acknowledged the material.

2.0 Drinking Water Treatment Facility Operation Report

We have started to see more of 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. USW and Public Works have met with McClure Engineering to create a needs analysis for the lime softening plant. Progress has continued on the new reverse osmosis water plant. We were able to get temporary occupancy from the city building department at the end of March. Punch list items are still being finished by the contractors. Work will begin on the booster station renovation in early April as the weather warms up.

Finished Water Monthly Flows and Hardness

		March-22	February-22	January-21
Water	Units			
Average Daily Pumped	gallons	2,012,000	1,485,000	1,414,000
Maximum Daily Pumped	gallons	2,336,000	2,164,000	2,309,000
Minimum Daily Pumped	gallons	1,217,000	1,112,000	843,000
Hardness				
Hardness - Avg Raw	grains	29.6	31.3	30.8
Hardness - Avg Finish	grains	4.9	4.1	3.7
Iron mg/l				
Avg Raw	mg/L	6.95	6.24	5.53
Avg Finish	mg/L	0.04	0.03	0.03
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.33	0.40	0.36
Avg Finish Fl.	mg/L	0.21	0.20	0.17

Drinking Water Distribution Report

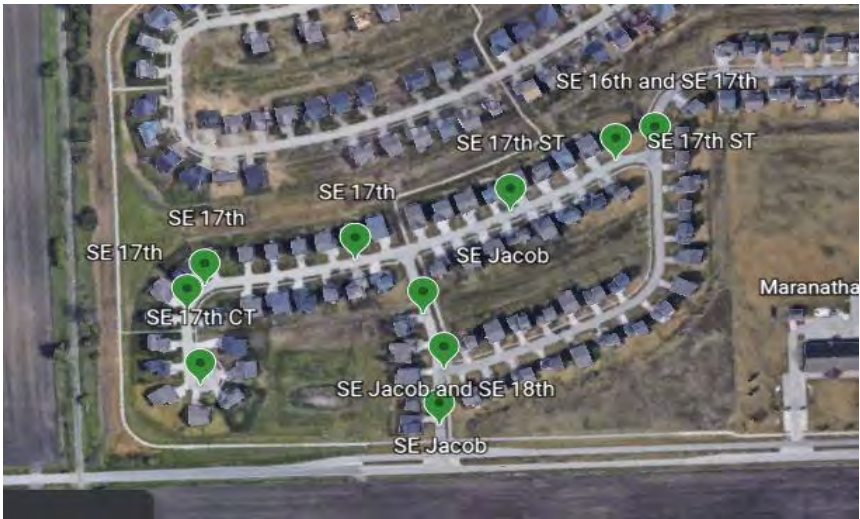
We continued to see an increase in work orders for the month of March. We expect warmer weather in the coming months to allow us to increase our hydrant inspection program. We had several new developments that required water to flush new water mains. This accounts for most of the water loss this month. We had a small number of water quality complaints this month, all of which were found to be caused by plumbing/fixtures in the individual residences.

Distribution	March-2022	February- 2022	January-2022
Work Orders	118	63	63
Meters Installed	28	31	15
Residential	28	29	12
Commercial	0	2	3
Temp Hydrants	0	0	0
Disconnect Notices	0	0	0
Services Disconnected	33	40	57
Hydrants Inspected/Flushed	8	7	5
Valves Exercised	5	14	10
Manholes Inspected	10	4	7
Water Loss	1,100,000	1,300,000	600,000

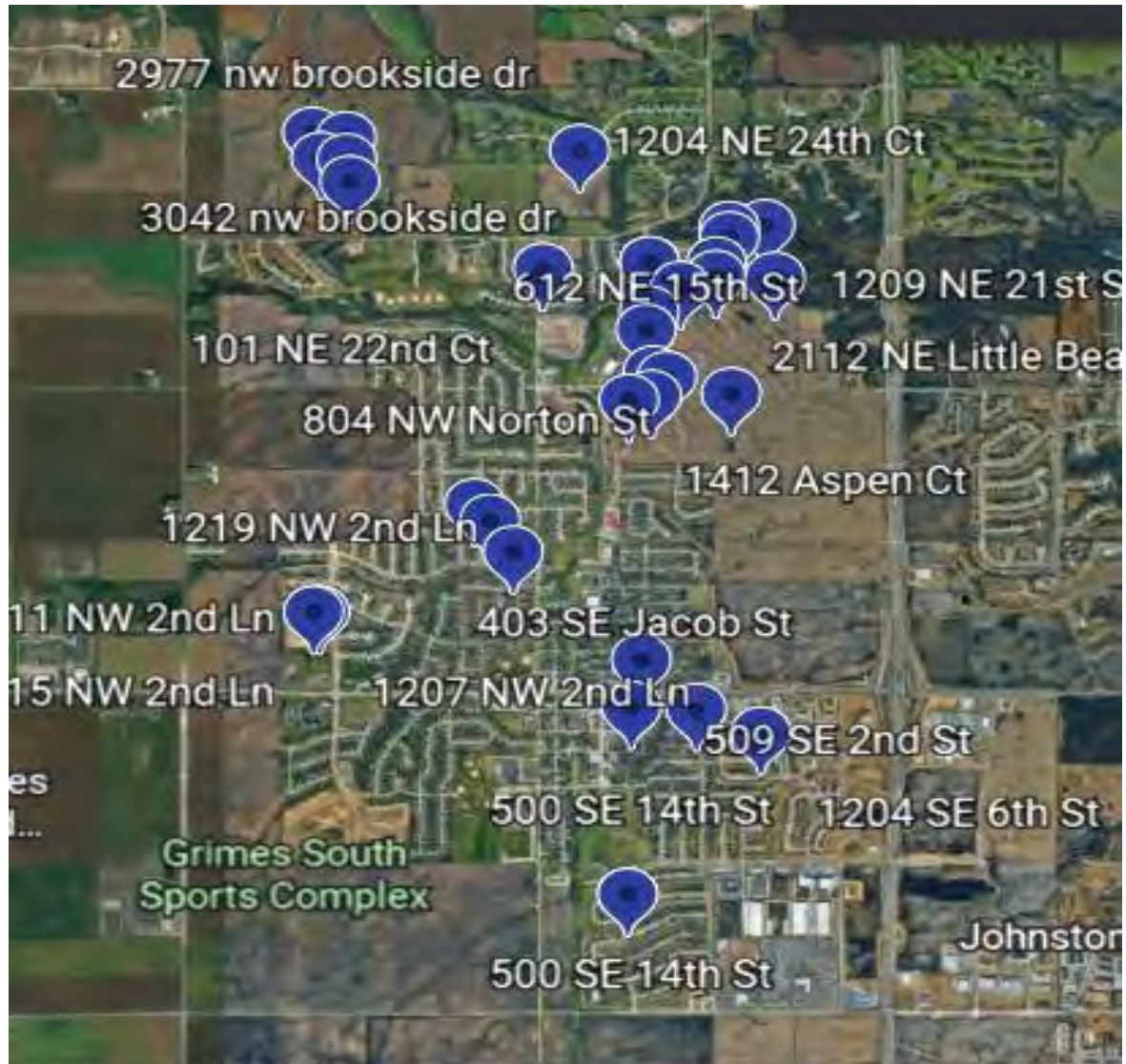
Valves Exercise Locations



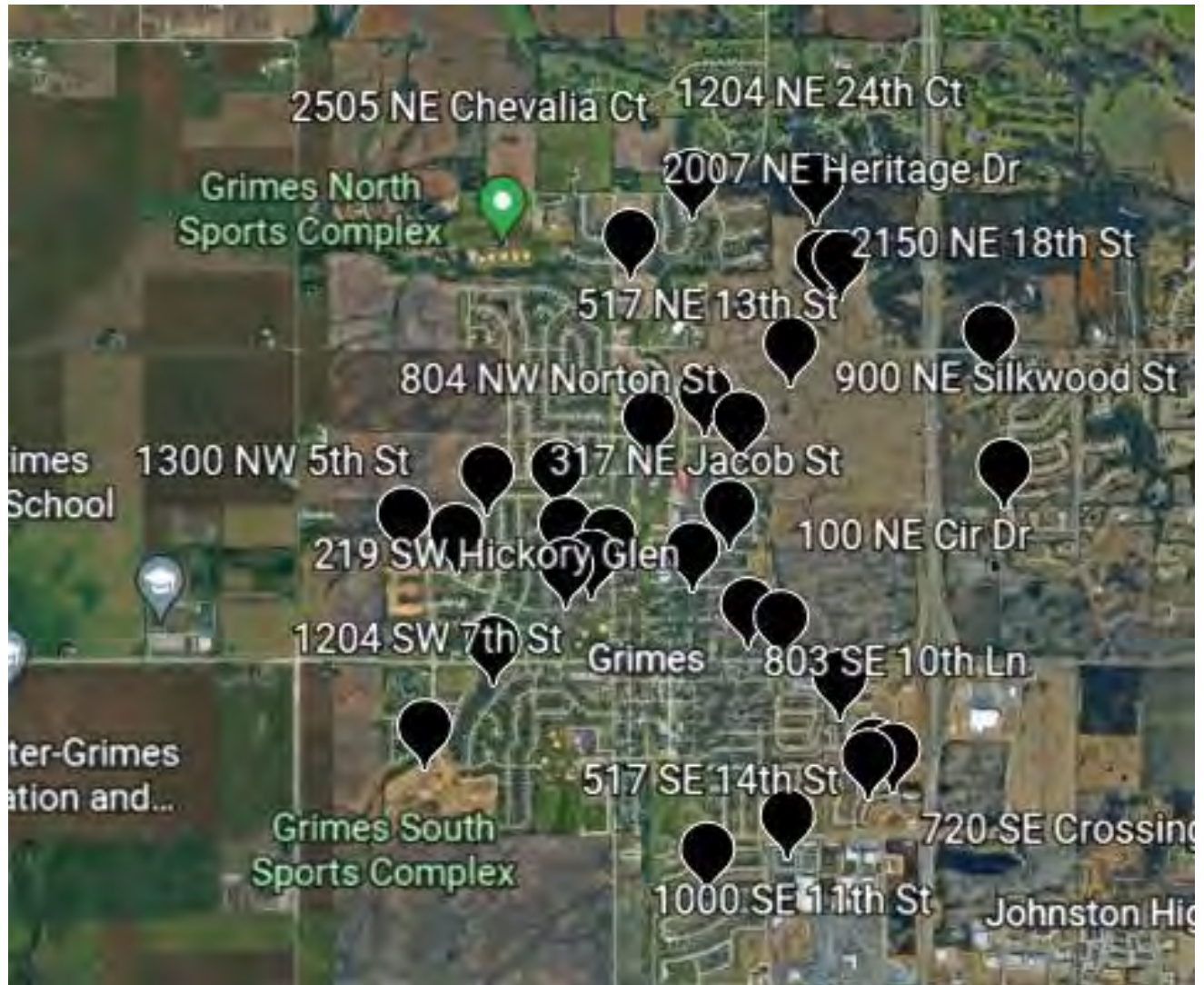
Manhole Inspection Locations



Meter Installation Locations



Non-Payment Disconnect Locations



Wastewater Treatment Facility Operation Report

The wastewater treatment facility did have two DNR violations this month. We had to take the clarifier down for several hours to clear a blockage in the effluent. We also had to take Aeration Basin #2 offline for three days in order to reinforce the existing screen and add more screen to stop media from washing out. Grimes Public Works aided in building and installing a secondary screen that has stopped the media from washing out of the basin. These two events caused an upset in the treatment process which resulted in high ammonia results. We have continued to fill media into the aeration basin and have seen good ammonia reduction from the basin compared to the other two. We will continue to add media to the aeration basin and hope to be finished adding media by mid May.

Wastewater Treatment Facility Flows

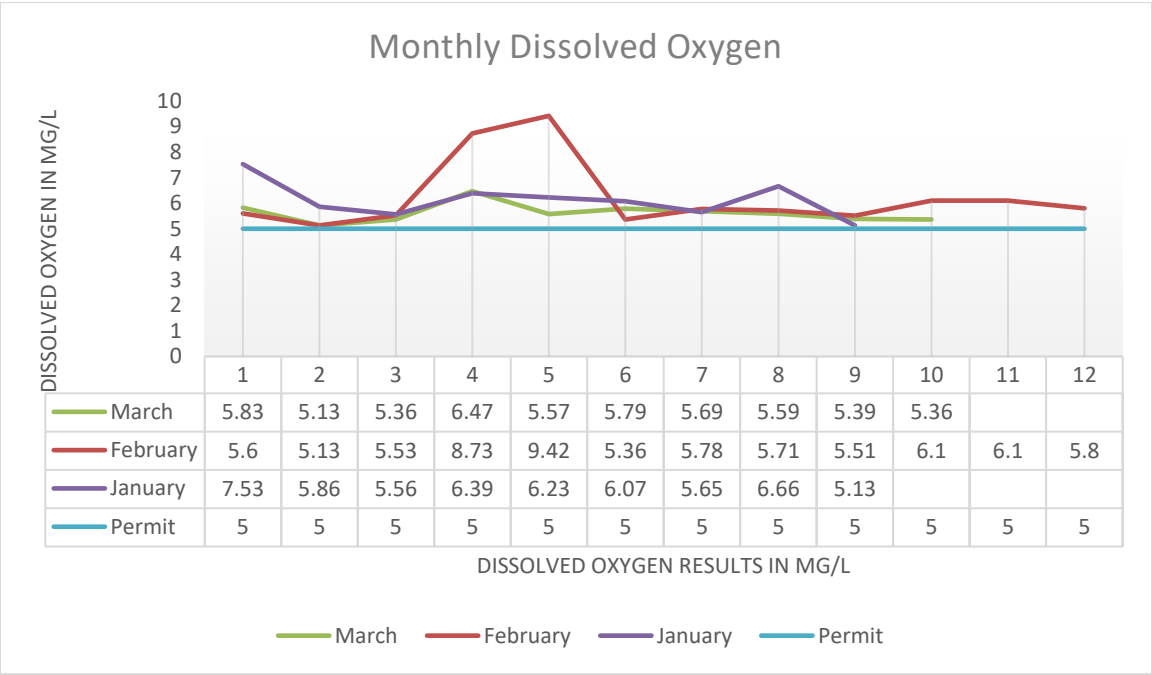
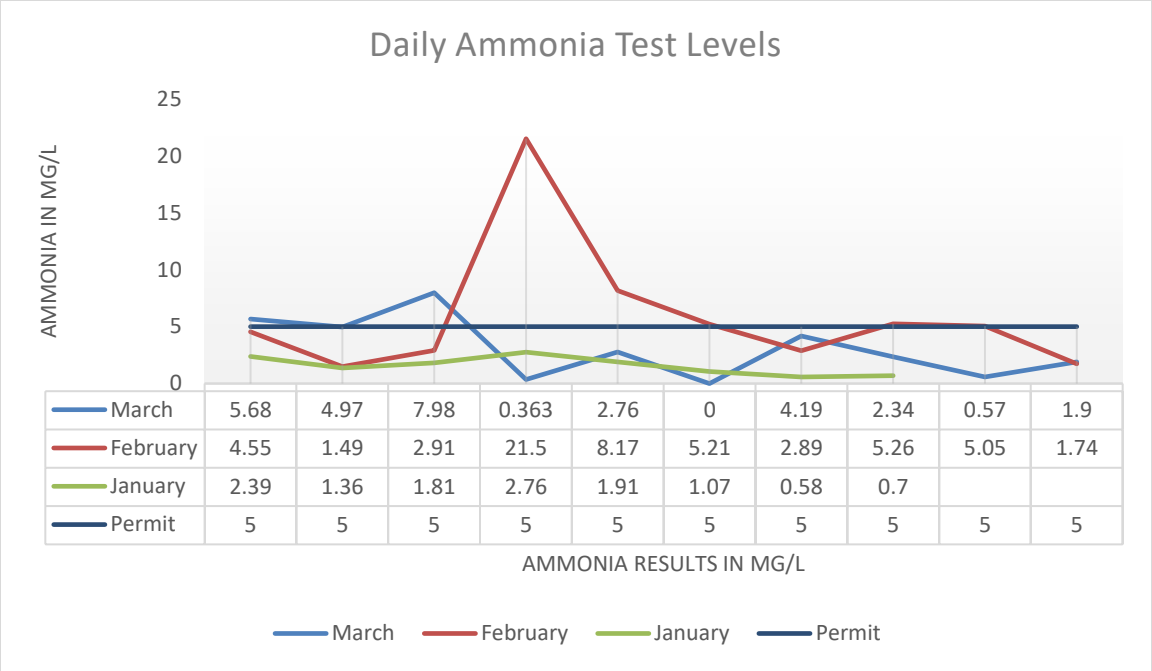
	March Plant Influent(MGD)	February Plant Influent (MGD)	January Plant Influent (MGD)
Total	59.18	46.15	41.79
Average per day	1.91	1.65	1.35
Minimum	1.57	1.04	1.16
Maximum	2.79	2.07	1.66

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	211.68	3203.1	•	•	•	•	•	•
CBOD ₅	•	•	204.3 LBS/Day	•	125.6 LBS/Day	711 LBS/Day	36.6 LBS/Day	444 LBS/Day
Suspended solids	706.6	10852.7	32.8	•	6.3	45.0	2.3	30.0
Nitrogen Ammonia	•	•	7.98 MG/L	5.0 MG/L	5.8 MG/L	•	3.4 MG/L	2.8 MG/L
Nitrate Nitrogen	50.26	764.97	605.0 LBS/Day	942.33 LBS/Day	235.3 LBS/Day	•	217.5 LBS/Day	576 LBS/Day
Dissolved Oxygen	•	•	6.47	•	6.02	•	5.62	>5.0
PH	•	•	7.46	6.5 to 9 STD Units	7.41	•	7.4	•

ND= No Detection

• = No limit set



TREASURER'S REPORT

CALENDAR 3/2022, FISCAL 9/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	11,128,723.12	1,679,933.36	2,012,356.29	.00	10,796,300.19
002	LIBRARY FUND	8,558.51	301,056.50	46,363.44	.00	263,251.57
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,311,295.79	96,171.13	69,282.30	.00	3,338,184.62
112	EMPLOYEE BENEFITS	9,203.93-	947,165.26	125,516.02	.00	812,445.31
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	3,126,781.97	409,655.61	1,375,232.00	.00	2,161,205.58
125	TAX INCREMENT FINANCING	1,886,769.03	91,672.24	2,497,705.00	.00	519,263.73-
160	HOTEL/MOTEL/ECON DEV	255,412.28	14,274.09	4,078.31	.00	265,608.06
161	ECO DEVELOPMENT REVOLVING	164,066.26	1,069.74	.00	.00	165,136.00
167	RESTRICTED GIFTS	106,067.82	.00	.00	.00	106,067.82
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	1,662,494.24	2,387,482.85	.00	.00	4,049,977.09
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	130,080.76	.00	.00	.00	130,080.76
308	CP-SW COUNTY LINE ROAD	96,863.71-	.00	.00	.00	96,863.71-
309	CP - PARKS	2,847,601.95	.00	.00	.00	2,847,601.95
310	CP - FIRE	200,000.00	.00	.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	222,691.32	.00	9,463.85	.00	213,227.47
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	112,629.67-	.00	.00	.00	112,629.67-
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	11,837.15-	.00	402.00	.00	12,239.15-
324	CP-Water Plant Exp 2019	8,184.60-	.00	1,655.00	.00	9,839.60-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	337,496.36-	.00	238,124.65	.00	575,621.01-
329	NW TERRITORY LIFT STATION	413,279.35	.00	2,090.98	.00	411,188.37
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	1,000,000.00	.00	.00	.00	1,000,000.00
332	ROAD USE EQUIPMENT	36,882.00	.00	.00	.00	36,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	644,487.74	.00	27,680.91	.00	616,806.83
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	86,049.58	.00	.00	.00	86,049.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	177,916.90-	.00	.00	.00	177,916.90-
340	ANNUAL SIGNAL IMPROVEMENT	599,367.50	.00	13,860.00	.00	585,507.50

TREASURER'S REPORT
CALENDAR 3/2022, FISCAL 9/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	29,342.60-	.00	2,013.00	.00	31,355.60-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	18,944.68-	.00	2,180.50	.00	21,125.18-
344	PAVEMENT COND ANALYSIS	78,080.60	.00	1,125.00	.00	76,955.60
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	98,691.70	.00	.00	.00	98,691.70
347	N SPORTS COMPLEX PARKING	266,218.31-	.00	.00	.00	266,218.31-
348	SPLASH PAD	674,916.51	200,000.00	72,000.00	.00	802,916.51
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	7,293,655.07	.00	17,802.99	.00	7,275,852.08
351	37TH ST IMPROVEMENTS	663,717.35	.00	.00	.00	663,717.35
352	TRL RDG/BEAV/JACOB WTR MN	119,214.81	.00	.00	.00	119,214.81
353	SANI SEWER STUDY	89,733.51	.00	.00	.00	89,733.51
354	ANNUAL PCC PATCHING	150,000.00	.00	.00	.00	150,000.00
355	TRAFFIC SIGNAL EQUIPMENT	75,000.00	.00	.00	.00	75,000.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMLX IRRIGATION PROJ	31,718.46	.00	.00	.00	31,718.46
358	ANN TRAIL IMPRV & PLAN	5,819.59	.00	.00	.00	5,819.59
359	EMERGENCY WATER MAIN	93,142.25	.00	.00	.00	93,142.25
360	19TH ST WATER MAIN	356,768.84	.00	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	30,850.00	.00	57,395.54	.00	26,545.54-
362	WRA SANI SWR PHASE 2	.00	.00	.00	.00	.00
363	WRA SANI SEWER PHASE 3	.00	.00	.00	.00	.00
364	WRA SANI SWR PHS 4	.00	.00	.00	.00	.00
365	WALLACE FARM	.00	.00	.00	.00	.00
366	JACOB ST OVERLAY PROJ	.00	.00	.00	.00	.00
399	EQUIP REVOLVING PROGRAM	.00	.00	.00	.00	.00
600	WATER	9,254,787.59	321,463.91	1,942,466.89	.00	7,633,784.61
601	WATER DEPOSITS	176,413.13	7,207.17	475.85	.00	183,144.45
602	WATER SINKING	287,324.45	1,779,353.00	.00	.00	2,066,677.45
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,637,176.95	261,796.82	548,687.62	.00	6,350,286.15
611	SEWER SINKING	634,182.69	375,000.00	.00	.00	1,009,182.69
670	LANDFILL/GARBAGE	410,754.53	249,982.38	91,417.53	.00	569,319.38
740	STORM WATER	2,506,024.86	64,534.48	23,833.97	.00	2,546,725.37
Report Total		58,921,531.80	9,187,818.54	9,183,209.64	.00	58,926,140.70

BALANCE SHEET

CALENDAR 3/2022, FISCAL 9/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	332,423.55-	6,116,629.69
002-000-1110	CASH - LIBRARY	254,693.06	263,251.57
110-000-1110	CASH - ROAD USE	26,888.83	3,338,184.62
112-000-1110	CASH - EMPLOYEE BENEFITS	825,732.20	809,014.30
121-000-1110	CASH - LOCAL OPTION SALES TAX	965,576.39-	2,161,205.58
125-000-1110	CASH - TIF	2,406,032.76-	519,263.73-
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	10,195.78	265,608.06
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.74	165,136.00
167-000-1110	CASH - LIBRARY RESTRICTED GIFT		106,067.82
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	2,387,482.85	4,046,577.58
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		130,080.76
308-000-1110	CASH-CP SW COUNTY LINE ROAD		96,863.71-
309-000-1110	CASH - CP - PARKS		2,847,601.95
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE	9,463.85-	213,227.47
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP		112,629.67-
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019	402.00-	12,239.15-
324-000-1110	CASH- WATER PLANT EXP 2019	1,655.00-	9,839.60-
328-000-1110	CASH-WRA SANI SEWER PHASE 1	238,124.65-	575,621.01-
329-000-1110	NW TERRITORY LIFT STATION CASH	2,090.98-	411,188.37
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION		1,000,000.00
332-000-1110	CASH-ROAD USE EQUIPMENT		36,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	27,680.91-	616,806.83
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		86,049.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		177,916.90-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	13,860.00-	585,507.50
341-000-1110	HWY 44 STUDY CASH	2,013.00-	31,355.60-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
343-000-1110	JAMES ST CORRIDOR STUDY CASH	2,180.50-	21,125.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS	1,125.00-	76,955.60
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		98,691.70
347-000-1110	CASH N SPORTS COMPLEX PARKING		266,218.31-
348-000-1110	CASH SPLASH PAD	128,000.00	802,916.51
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	17,802.99-	7,275,852.08
351-000-1110	CASH 37TH ST IMPROVEMENTS		663,717.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN		119,214.81
353-000-1110	CASH SANI SEWER STUDY		89,733.51
354-000-1110	CASH ANNUAL PCC PATCHING		150,000.00

BALANCE SHEET
CALENDAR 3/2022, FISCAL 9/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		75,000.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH		31,718.46
358-000-1110	ANN TRAIL IMP & PLANN CASH		5,819.59
359-000-1110	EMERGENCY WATER MAIN CASH		93,142.25
360-000-1110	19TH ST WATER MAIN CASH		356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH	57,395.54-	26,545.54-
600-000-1110	CASH - WATER	1,622,381.71-	4,953,510.78
601-000-1110	CASH - WATER DEPOSITS	6,731.32	180,713.75
602-000-1110	CASH - WATER SINKING	1,779,353.00	2,066,677.45
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	287,110.54-	3,146,588.41
611-000-1110	CASH - SEWER SINKING	375,000.00	1,009,182.69
670-000-1110	CASH - SOLID WASTE	158,564.85	569,319.38
740-000-1110	CASH - STORM WATER	40,698.75	2,500,462.92
	CASH TOTAL	7,091.01	48,306,974.96
112-000-1111	CASH - FLEX	4,082.96-	3,431.01
	CASH TOTAL	4,082.96-	3,431.01
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	.62	58,444.36
200-000-1150	CASH - IPAIT		3,399.51
	CASH - IPAIT TOTAL	.62	61,843.87

BALANCE SHEET
CALENDAR 3/2022, FISCAL 9/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
600-000-1160	SAVINGS - WATER TAPPING	42.23	989,787.66
740-000-1160	SAVINGS - STORM WATER	1.76	46,262.45
	SAVINGS TOTAL	43.99	1,036,050.11
610-000-1161	SAVINGS - SEWER TAPPING	219.74	1,035,127.90
	SAVINGS - RACCOON TOTAL	219.74	1,035,127.90
600-000-1162	SAVINGS - VISION	1,336.50	1,049,773.50
	SAVINGS - VISION TOTAL	1,336.50	1,049,773.50
601-000-1170	WATER DEPOSIT CD 25712		2,430.70
	CD'S - CITY STATE TOTAL	.00	2,430.70
001-000-1171	CEMETERY CD 1 304927		31,497.77
001-000-1172	CEMETERY CD 3 222910		20,020.73
001-000-1173	CEMETERY CD 12014736		20,666.95
	CD'S BANKERS TRUST TOTAL	.00	72,185.45
001-000-1174	CD# 12510837 - GENERAL		2,106,670.19
	CD# 12510837 - GENERAL TOTAL	.00	2,106,670.19
001-000-1175	CD# 12396252 - GENERAL		2,106,670.19
	CD# 12396252 - GENERAL TOTAL	.00	2,106,670.19
610-000-1178	CHARTER SEW TAP CD		2,077,034.11
	CHARTER SEW TAP CD TOTAL	.00	2,077,034.11
	TOTAL CASH	4,608.90	58,926,140.70

BUDGET REPORT
CALENDAR 3/2022, FISCAL 9/2022

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,374,185.00	111,412.00	1,006,066.20	73.21	368,118.80
	FIRE TOTAL	717,457.00	45,081.62	642,058.48	89.49	75,398.52
	AMBULANCE TOTAL	1,748,633.00	97,886.55	1,185,354.69	67.79	563,278.31
	BUILDING INSPECTIONS TOTAL	1,647,101.00	102,704.59	989,089.85	60.05	658,011.15
	ANIMAL CONTROL TOTAL	1,000.00	.00	193.50	19.35	806.50
	PUBLIC SAFETY TOTAL	5,488,376.00	357,084.76	3,822,762.72	69.65	1,665,613.28
	ROADS, BRIDGES, SIDEWALKS TOTA	2,886,941.00	165,717.48	1,686,290.62	58.41	1,200,650.38
	STREET LIGHTING TOTAL	249,000.00	24,455.02	154,460.96	62.03	94,539.04
	TRAFFIC CONTROL & SAFETY TOTA	17,500.00	1,064.19	7,916.53	45.24	9,583.47
	SNOW REMOVAL TOTAL	264,283.00	16,630.17	85,177.14	32.23	179,105.86
	PUBLIC WORKS TOTAL	3,417,724.00	207,866.86	1,933,845.25	56.58	1,483,878.75
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	4,390.73	54.88	3,609.27
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	4,390.73	54.88	3,609.27
	LIBRARY TOTAL	837,637.00	60,563.18	580,532.49	69.31	257,104.51
	PARKS TOTAL	990,930.00	29,132.79	496,703.05	50.12	494,226.95
	NORTH COMPLEX TOTAL	41,000.00	.00	5,715.86	13.94	35,284.14
	SOUTH COMPLEX TOTAL	41,000.00	2,004.50	26,426.96	64.46	14,573.04
	RECREATION TOTAL	274,300.00	19,764.53	260,034.05	94.80	14,265.95
	REC - YOUTH PROGRAMS TOTAL	25,100.00	.00	14,356.95	57.20	10,743.05
	REC - YOUTH SPORTS TOTAL	22,750.00	3,816.92	13,879.49	61.01	8,870.51
	REC - ADULT PROGRAMS TOTAL	4,800.00	.00	2,420.71	50.43	2,379.29
	REC - ADULT SPORTS TOTAL	2,500.00	473.00	1,018.78	40.75	1,481.22
	CEMETERY TOTAL	40,060.00	.00	1,395.00	3.48	38,665.00
	GCC-GRIMES COMM COMPLEX TOTAL	212,150.00	14,447.39	117,670.82	55.47	94,479.18
	GRIMESPLEX TOTAL	368,500.00	.00	18,542.00	5.03	349,958.00
	CULTURE & RECREATION TOTAL	2,860,727.00	130,202.31	1,538,696.16	53.79	1,322,030.84
	ECONOMIC DEVELOPMENT TOTAL	3,268,157.00	4,078.31	1,815,664.16	55.56	1,452,492.84
	COMMUNITY & ECONOMIC DEV TOTA	3,268,157.00	4,078.31	1,815,664.16	55.56	1,452,492.84
	MAYOR/COUNCIL/CITY MGR TOTAL	314,493.00	31,643.01	221,470.07	70.42	93,022.93
	CLERK/TREASURER/ADM TOTAL	607,160.00	50,221.23	448,747.94	73.91	158,412.06
	ELECTIONS TOTAL	32,000.00	.00	24,886.60	77.77	7,113.40
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	14,543.71	94,802.68	39.01	148,197.32
	CITY HALL/GENERAL BLDGS TOTAL	305,100.00	17,267.01	148,286.20	48.60	156,813.80
	TORT LIABILITY TOTAL	25,000.00	.00	54,500.76	218.00	29,500.76-
	IT TOTAL	298,060.00	14,846.97	110,760.66	37.16	187,299.34
	OTHER GENERAL GOVERNMENT TOTA	100,000.00	6,332.19	49,169.26	49.17	50,830.74

BUDGET REPORT
CALENDAR 3/2022, FISCAL 9/2022

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	1,924,813.00	134,854.12	1,152,624.17	59.88	772,188.83
	ROADS, BRIDGES, SIDEWALKS TOTA	492,020.00	.00	51,310.00	10.43	440,710.00
	2007 BOND TOTAL	718,082.00	.00	34,040.63	4.74	684,041.37
	2012 BOND TOTAL	359,860.00	.00	40,230.00	11.18	319,630.00
	2015 BOND TOTAL	860,063.00	.00	30,031.25	3.49	830,031.75
	2017A BOND TOTAL	533,632.00	.00	141,815.63	26.58	391,816.37
	2017 REFINANCING BOND TOTAL	575,575.00	.00	97,787.50	16.99	477,787.50
	2020 GO BOND TOTAL	641,400.00	.00	73,500.00	11.46	567,900.00
	2021 A GO BOND TOTAL	442,966.00	.00	126,114.72	28.47	316,851.28
	2021 B GO LOST BOND TOTAL	254,523.00	.00	52,403.33	20.59	202,119.67
	DEBT SERVICE TOTAL	4,878,121.00	.00	647,233.06	13.27	4,230,887.94
	FIRE TOTAL	200,000.00	.00	.00	.00	200,000.00
	AMBULANCE TOTAL	300,000.00	.00	274,617.00	91.54	25,383.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,355,000.00	32,999.41	2,450,971.43	104.08	95,971.43-
	STREET LIGHTING TOTAL	750,000.00	13,860.00	40,492.50	5.40	709,507.50
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	7,850,000.00	17,802.99	458,228.42	5.84	7,391,771.58
	PARKS TOTAL	1,900,000.00	72,000.00	597,622.00	31.45	1,302,378.00
	NORTH COMPLEX TOTAL	400,000.00	.00	663,868.31	165.97	263,868.31-
	GCC-GRIMES COMM COMPLEX TOTAL	388,400.00	9,463.85	135,201.11	34.81	253,198.89
	WATER TOTAL	3,785,000.00	2,057.00	3,697,359.58	97.68	87,640.42
	SEWER/SEWAGE DISPOSAL TOTAL	24,525,000.00	297,611.17	2,067,110.38	8.43	22,457,889.62
	STORM WATER TOTAL	475,300.00	.00	892,721.37	187.82	417,421.37-
	CAPITAL PROJECTS TOTAL	43,003,700.00	445,794.42	11,278,192.10	26.23	31,725,507.90
	WATER TOTAL	4,511,853.00	163,589.74	1,908,036.55	42.29	2,603,816.45
	SEWER/SEWAGE DISPOSAL TOTAL	1,947,964.00	173,687.62	1,071,657.93	55.01	876,306.07
	LANDFILL/GARBAGE TOTAL	696,500.00	91,417.53	529,803.30	76.07	166,696.70
	STORM WATER TOTAL	650,360.00	23,833.97	275,414.39	42.35	374,945.61
	ENTERPRISE FUNDS TOTAL	7,806,677.00	452,528.86	3,784,912.17	48.48	4,021,764.83
	TRANSFERS IN/OUT TOTAL	7,756,751.00	7,450,800.00	7,751,001.00	99.93	5,750.00
	TRANSFER OUT TOTAL	7,756,751.00	7,450,800.00	7,751,001.00	99.93	5,750.00
	TOTAL EXPENSES	80,413,046.00	9,183,209.64	33,729,321.52	41.95	46,683,724.48

REVENUE REPORT

CALENDAR 3/2022, FISCAL 9/2022

PCT OF FISCAL YTD 75.0%

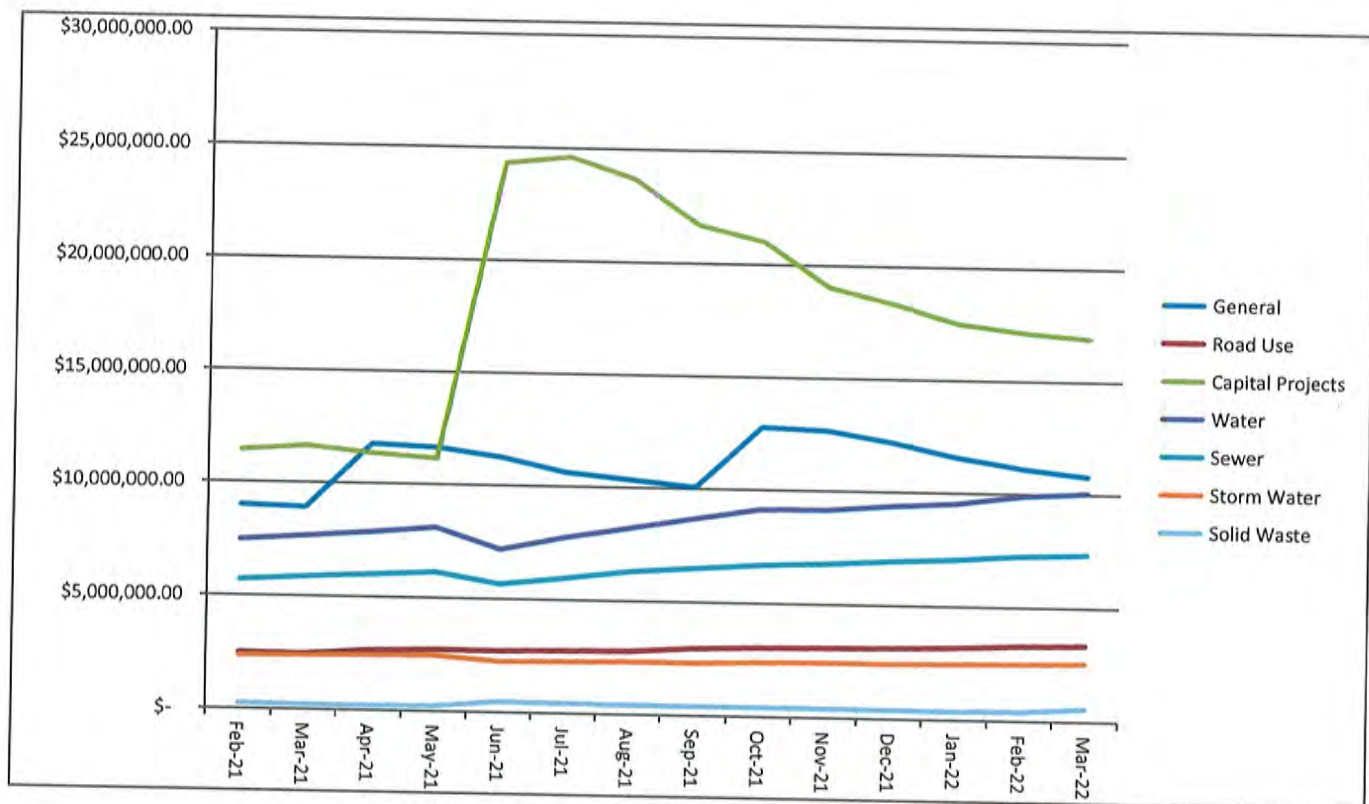
ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,465,092.00	1,679,933.36	7,276,451.89	63.47	4,188,640.11
	LIBRARY FUND TOTAL	632,873.00	301,056.50	639,531.32	101.05	6,658.32-
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	.00	.00	22,000.00
	ROAD USE TAX TOTAL	1,334,660.00	96,171.13	1,440,403.64	107.92	105,743.64-
	EMPLOYEE BENEFITS TOTAL	2,027,690.00	947,165.26	1,545,102.06	76.20	482,587.94
	LOCAL OPTION SALES TAX TOTAL	1,400,000.00	409,655.61	2,613,965.88	186.71	1,213,965.88-
	TAX INCREMENT FINANCING TOTAL	5,244,874.00	91,672.24	2,838,377.55	54.12	2,406,496.45
	HOTEL/MOTEL/ECON DEV TOTAL	51,000.00	14,274.09	56,177.12	110.15	5,177.12-
	ECO DEVELOPMENT REVOLVING TOTA	12,835.00	1,069.74	9,627.34	75.01	3,207.66
	RESTRICTED GIFTS TOTAL	4,000.00	.00	10,527.66	263.19	6,527.66-
	DEBT SERVICE TOTAL	5,111,325.00	2,387,482.85	3,959,882.00	77.47	1,151,443.00
	CP - STORM WATER TOTAL	150,000.00	.00	.00	.00	150,000.00
	CP - PARKS TOTAL	650,000.00	.00	.00	.00	650,000.00
	CP - GRIMES COMMUNITY COM TOTA	300,000.00	.00	.00	.00	300,000.00
	CP-New Jordan Well 2019 TOTAL	.00	.00	7,123.00	.00	7,123.00-
	CP-Water Tower 2019 TOTAL	.00	.00	141,308.43	.00	141,308.43-
	CP-Water Plant Exp 2019 TOTAL	2,900,000.00	.00	2,448,287.37	84.42	451,712.63
	WRA SANI SEWER PHASE 1 TOTAL	20,500,000.00	.00	.00	.00	20,500,000.00
	19TH ST SEWER EXTENSION TOTAL	1,000,000.00	.00	.00	.00	1,000,000.00
	WRA PARALLEL SEWER TOTAL	1,600,000.00	.00	.00	.00	1,600,000.00
	HWY44 & COUNTY LN RD 2020 TOTA	.00	.00	2,622.55	.00	2,622.55-
	ANN SANI SEWER I&I REHAB TOTA	250,000.00	.00	.00	.00	250,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL WATER MAIN REPLACE TOTA	200,000.00	.00	.00	.00	200,000.00
	HW TRAIL EXTENSION TOTAL	100,000.00	.00	.00	.00	100,000.00
	N SPORTS COMPLEX PARKING TOTA	400,000.00	.00	.00	.00	400,000.00

REVENUE REPORT

CALENDAR 3/2022, FISCAL 9/2022

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SPLASH PAD TOTAL	1,150,000.00	200,000.00	200,000.00	17.39	950,000.00
	GRIMES LIBRARY BLDG FUND TOTA	7,075,000.00	.00	225.00	.00	7,074,775.00
	SANI SEWER STUDY TOTAL	200,000.00	.00	.00	.00	200,000.00
	ANNUAL PCC PATCHING TOTAL	150,000.00	.00	.00	.00	150,000.00
	TRAFFIC SIGNAL EQUIPMENT TOTA	75,000.00	.00	.00	.00	75,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	75,000.00	.00	.00	.00	75,000.00
	EMERGENCY WATER MAIN TOTAL	.00	.00	500,000.00	.00	500,000.00-
	19TH ST WATER MAIN TOTAL	.00	.00	356,768.84	.00	356,768.84-
	WW PLANT MBDR RETROFIT TOTAL	.00	.00	250,000.00	.00	250,000.00-
	WATER TOTAL	4,718,533.00	321,463.91	4,696,294.08	99.53	22,238.92
	WATER DEPOSITS TOTAL	15,000.00	7,207.17	51,439.24	342.93	36,439.24-
	WATER SINKING TOTAL	1,779,353.00	1,779,353.00	1,779,353.00	100.00	.00
	SEWER TOTAL	3,549,308.00	261,796.82	2,755,150.67	77.63	794,157.33
	SEWER SINKING TOTAL	375,000.00	375,000.00	375,000.00	100.00	.00
	LANDFILL/GARBAGE TOTAL	696,500.00	249,982.38	625,422.14	89.79	71,077.86
	STORM WATER TOTAL	719,850.00	64,534.48	575,908.56	80.00	143,941.44
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		76,684,893.00	9,187,818.54	35,154,949.34	45.84	41,529,943.66
		=====	=====	=====	=====	=====



Amazon Charges	<u>Amount</u>	<u>Description</u>
Public Works	\$26.47	Tools
IT Dept/HR	\$134.85	Conf. & Tech Room Tech & Access.
	\$204.53	Conf. & Tech Room Tech & Access.
	\$327.92	Equipment/remote meetings for staff
	\$1,871.87	Camera's for IT/Marketing
	\$808.20	Audio Upgrade/Council Chambers
	\$56.19	Audio Upgrade/Council Chambers
	\$194.95	Camera Equip/Marketing
Water/Sewer	\$29.39	SOP Manual
Admin	\$369.09	Typewriter for 1099 S Forms
	\$63.55	Office Supplies
Library	\$700.67	Materials
	\$53.57	Green Sreet
	\$56.89	Programming Supplies
Parks & Rec	\$683.01	Concession Commercial Sink
	\$117.98	Concession Small Sink
	\$131.73	SC Small Sink
	\$683.88	SC Commercial Sink
	\$43.48	First Aid Kit
	\$43.49	First Aid Kit
	\$6,601.71	

CITY OF GRIMES CLAIMS 4 26 2022

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT - LIBRARY	146.41
D&K PRODUCTS	MATERIALS FOR ATHLETIC FIELDS	20,845.80
A KINGS THRONE LLC	MONTHLY UNIT RENTAL - PARKS	923.6
AIA CORPORATION	DUTY UNIFORM - AUBERT	128.7
BAKER & TAYLOR	MATERIALS - LIBRARY	438.84
BARCO PRODUCTS	DUGOUT TRASH CANS	3,869.32
BLACK HILLS ENERGY	UTILITIES	4,197.67
BOMGAARS	SAFETY/OPERATING SUPPLIES	775.93
KOCH OFFICE GROUP	COPIER CNTRCT 4/15/22-4/14/23	1,679.42
CDW GOVERNMENT, INC.	DS DIRECTOR OFFICE DISPLAY	884.26
CAPITAL CITY EQUIP. CO.	REPAIR S501 KUBOTA SKIDLOADER	503.62
CITY OF URBANDALE	MS4 QUARTERLY INSPECTION	50
CITY OF JOHNSTON	SHARED PURCHASES/WAGES	33,083.55
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CUSTOM STEEL BUILDERS	REPAIR SNOW PLOW	325
DELL MARKETING L.P.	COMPUTERS - LIBRARY/CITY	14,118.10
DIAMOND VOGEL	PAINT SUPPLIES/STREET MARKINGS	204.24
FINISH LINE AUTO WORKS	RPR DENTS/SCRAPES ON FD BED C389	1,832.95
CERTIFIED LABORATORIES	CLEANING SOLVENTS-EQUIPT RPR	467.87
GRAINGER	DESK FOR GCC OFFICE	2,162.60
GRIMES CHAMBER & ECONOMIC	JAN/FEB/MARCH 2022 ALLOCATION	23,933.76
HILLYARD	SUPPLIES/GCC RESTROOMS	1,677.48
GENERAL FIRE & SAFETY	FIRE EXT INSP N&S SPORTS CMPLX	187
IOWA ASSN OF MUNICIPAL UT	SAFETY TRAINING APRIL - JUNE	6,087.30
INTERSTATE BATTERY	RPLCE BATTERY ON FIELD PAINTER	53.7
IOWA DEPT OF REVENUE	STATE TAX	15,641.00
IOWA DOT	SIGNS	724.25
IPERS	IPERS- REGULAR	60,793.80
IOWA SIGNAL INC	SERVICE CALL/TRAFFIC SIGNAL REPAIR	710
IOWA STORMWATER EDUCATION	STORMWATER DESIGN TRAINING	80
NATIONS KRISTEN	BOOT CAMP INSTRUCTOR	210
GISCH KELLY A	MILEAGE REIMBURSEMENT- LIBRARY	67.28
KLEENER IMAGE, INC.	HARDWOOD MULCH/CITY PARKS	519.2
KLINE ELECTRIC INC	ADDED OUTLETS TO CONF RM - PW	369.33
LEAF	COPPIER CONTRACT DS	27.95
WOODKE MARCIA	MILEAGE/TRAINING 4/20/22	23.4
LIBERTY READY MIX	CONCRETE PAD FOR BLEACHERS	3,088.00
LOGAN CONTRACTORS SUPPLY	CONCRETE BUGGY RENTAL	186.7
LOGOED APPAREL & PROMOTIO	SAFETY CLOTHING DS	298.05
KURTZ MAHLON	SUPPLIES-PW	20.94
MAIL SERVICES	MONTHLY STATEMENTS	3,305.55
MEDIACOM	INTERNET GCC	129.95
METRO WASTE AUTHORITY	MARCH GARBAGE	35,982.11
MIDAMERICAN ENERGY	UTILITIES	255.48
NATIONWIDE OFFICE CLEANER	CARPET CLEANING/LIBRARY	1,374.42
O'HALLORAN INTERNATIONAL	S202 TRANSMISSION REPAIR	2,429.46
O'REILLY AUTO PARTS	REPAIR PARTS FOR P408	84.31
OFFICE DEPOT CITY HALL	OFFICE SUPPLIES/BINDERS	204.55
ONESOURCE BACKGROUND CHEC	BACKGROUND - JAVOSH	35
TRUE VALUE	SINK REPAIR/INSTLL @ SCR CONCS	53.76
PITNEY BOWES, INC.	CH POSTAGE LEASE 1/30-4/29/22	238.41
PLUMB SUPPLY CO. - DM	CMPLX CONCESSIONS PLUMBING RPR	936.52
PROTEX CENTRAL, INC.	REMOTE ALARM MONT - LIBRARY	384
SECRETARY OF STATE NOTARY	NOTARY RENEWAL - JOHNSON	30
TITAN MACHINERY	INSTLLTN/HYRLC THMB ON BACKHOE	4,071.54
SMITH'S SEWER SERVICE	HYDRO EXCAVATE GAS LINE	402.5
SPRAYER SPECIALTIES	BRINE TANKS PLUMBING SUPPLIES	1,443.51

STIVERS FORD	A384 AIR COND & COOLANT LEAK	2,154.94
TAPCO	PED CROSSING SIGNS	2,470.00
SYNCB/AMAZON	CAMERAS FOR IT/MARKETING	6,601.71
THORPE WATER DEVELOPMENT	GLENSTONE SHUT OFF	50
TOTAL QUALITY	APRIL CONTRACT PAYMENT/MOWING	6,562.71
UNIQUE MANAGEMENT SERVICE	COLLECTION SERVICES - LIBRARY	26.85
CINTAS FIRST AID & SAFETY	FIRST AID KIT MAINTENANCE	470
VERIZON WIRELESS, BELLEVU	HOT SPOTS	343.06
VAN WALL EQUIPMENT	MOWER BLADES/WEED EATER STRING	526.37
MELROY RICHARD	HBI SPRING 2022	500
WENDLING QUARRIES, INC.	INFIELD LIME/BB & SB FIELDS	352.66
CASEY'S GENERAL STORE #35	STORM CLEAN UP	63.95
FINDAWAY WORLD LLC	MATERIALS - LIBRARY	379.93
CENTURY LINK	PHONE	2,082.94
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	1,555.92
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT - LIBRARY	182.41
EFTPS	FED/FICA TAX	46,760.00
DES MOINES ASPHALT & PAVE	ASPHALT FOR POTHOLE REPAIR	625.05
WORLD BOOK, INC	DATABASE RENEWAL - LIBRARY	648
MENARDS GRIMES	POUR BLEACHER PAD @ SSC	830.3
BOLTON AND MENK INC	HWY 44 & SW CNTY LINE IMPRVMT	19,161.00
MCCLURE ENGINEERING	LIME SOFTENING CIP	1,322.50
SHANK CONSTRUCTORS INC	RO WATER TREATMENT PLANT	65,327.70
INVISION	CONSTRUCTION ADMIN - LIBRARY	7,802.99
VOYA	DEFER COMP PRE	3,613.46
FOTH INFRASTRUCTURE & ENV	2021 SANITARY SEWER STUDY	36,398.01
AIG	DEFER COMP PRE	432.5
HORACE MANN	DEFER COMP ROTH	275
MASSMUTUAL	DEFER COMP ROTH	955
LUMEN CENTURY LINK	PHONE	161.53
HABERMAN, ALLISON	BAM BAM BB REFUND COVID	70
KROGH, JESSICA	JERSEY REFUND COVID	30
HUTT, KELLI	GYMNASTICS REFUND COVID 19	60
MICROMARKETING LLC	MATERIALS - LIBRARY	73.55
U.S. CAD	CAD LICENSE, MAINT. & SUPPORT	1,195.50
HEIDEMANN, CHRIS	REFUND FOR 2WKS BOOT CAMP	15
RELIABLE MAINTENANCE CO	CLEANING/GCC	2,325.00
SCENTAIR TECHNOLOGIES	SCENTAIR GCC	612.9
RENEWABLE ENERGY GROUP	FUEL	2,975.16
EBS	EMPLOYEE INSURANCE	69,548.42
SYNERGY CONTRACTING LLC	SE JACOB STREET WATER MAIN	16,161.60
LEACHMAN LUMBER COMPANY	WINDOWS/TRAINING ROOM	414.72
THE WEITZ COMPANY	GRIMES PUBLIC LIBRARY	24,181.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX	3,323.98
CONFLUENCE	PLANNING/WALLACE FARM PROJECT	3,500.00
FRESEMAN, KRISTIN	REIMBURSEMENT/COMPOST STICKER	33
KINZLER CONSTRUCTION SVC	BAY DOORS SERVICE & REPAIR	760.5
CIVICPLUS, LLC	NEW CITY WEBSITE	8,161.20
IOWA LTAP	SAFETY TRAINING	150
J PETTIECORD, INC.	PLAYGROUND MULCH	7,848.01
IOWA IRRIGATION, LLC	IRRIGATION REPAIR S COMPLEX	451.01
DLT SOLUTIONS LLC	CIVIL 3D 3 YR SUBSCRIPTION	7,098.78
FORMAN FORD	GRIMES PUBLIC LIBRARY	17,528.00
DEPOSIT REFUNDS	REFUND DATE 04/15/2022	36.11
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	129,103.46
	CLAIMS TOTAL	758,369.90
	GENERAL FUND	356,238.20
	LIBRARY FUND FUND	27,660.77

ROAD USE TAX FUND	38,888.20
EMPLOYEE BENEFITS FUND	59,074.07
RESTRICTED GIFTS FUND	7,349.95
CP-Water Plant Exp 2019 FUND	65,662.70
WRA SANI SEWER PHASE 1 FUND	50
19TH ST SEWER EXTENSION FUND	10,066.91
HWY44 & COUNTY LN RD 2020 FUND	11,792.50
HWY 44 STUDY FUND	3,452.50
GRIMES LIBRARY BLDG FUND FUND	49,511.99
TRL RDG/BEAV/JACOB WTR MN FUND	16,161.60
SANI SEWER STUDY FUND	26,331.10
WATER FUND	21,198.50
WATER DEPOSITS FUND	36.11
SEWER FUND	19,777.74
LANDFILL/GARBAGE FUND	35,924.89
STORM WATER FUND	9,192.17
	758,369.90

March Monthly Revenue

GENERAL FUND	1679933.36
LIBRARY FUND	301056.50
ROAD USE TAX FUND	96171.13
EMPLOYEE BENEFITS FUND	947165.26
LOCAL OPTION SALES TAX FUND	409655.61
TAX INCREMENT FINANCING FUND	91672.24
HOTEL/MOTEL FUND	14274.09
ECONOMIC REVOLVING LOAN FUND	1069.70
DEBT SERVICE FUND	2387482.85
CAPITAL PROJECTS FUND	200000.00
WATER FUND	2108024.08
SEWER FUND	636796.82
LANDFILL/GARBAGE FUND	249982.38
STORM WATER FUND	64534.48
	9187818.50



City of Grimes, Iowa

Utility Rate Recommendations

April 12, 2022

PFM Financial Advisors LLC

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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
<i>Rates Effective</i>	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	
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
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/ 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
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	8,762,838
Scale : SRF Rate: 2.00% = 1.75% + 0.25% Servicing Fee						

City of Grimes, Iowa

Water Revenue Bonds, Series 2028 (SRF Loan)

EXHIBIT 6

SOURCES & USES		
SOURCES		
Par Amount of Bonds	7,585,000.00	
Accrued Interest	0.00	
	-----	0.4
Total Sources	7,585,000.00	
USES		
Deposit to Construction Account	7,500,000.00	3.4
Debt Service Reserve Fund		
SRF Loan Initiation Fee (\$5.00 per bond)	37,925.00	4.4
Costs of Issuance	44,125.00	
Rounding Amount	2,950.00	5.4

Total Uses	7,585,000.00	6.4
ASSUMPTIONS		
Dated Date	1/1/2028	
Delivery Date	1/1/2028	
First Interest Date	6/1/2028	
Average Life	9.75 Years	

PROJECTS FINANCED:	
Water Treatment Plant Expansion	15,000,000
Less Cash Reserves	(7,500,000)
Reserved	7,500,000

DEBT SERVICE SCHEDULE						
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service	
6/1/2028	0	2.000%	63,208	63,208	63,208	
12/1/2028			75,850	75,850	0	
6/1/2029	295,000	2.000%	75,850	370,850	446,700	
12/1/2029			72,900	72,900	0	
6/1/2030	300,000	2.000%	72,900	372,900	445,800	
12/1/2030			69,900	69,900	0	
6/1/2031	305,000	2.000%	69,900	374,900	444,800	
12/1/2031			66,850	66,850	0	
6/1/2032	310,000	2.000%	66,850	376,850	443,700	
12/1/2032			63,750	63,750	0	
6/1/2033	320,000	2.000%	63,750	383,750	447,500	
12/1/2033			60,550	60,550	0	
6/1/2034	325,000	2.000%	60,550	385,550	446,100	
12/1/2034			57,300	57,300	0	
6/1/2035	330,000	2.000%	57,300	387,300	444,600	
12/1/2035			54,000	54,000	0	
6/1/2036	340,000	2.000%	54,000	394,000	448,000	
12/1/2036			50,600	50,600	0	
6/1/2037	345,000	2.000%	50,600	395,600	446,200	
12/1/2037			47,150	47,150	0	
6/1/2038	350,000	2.000%	47,150	397,150	444,300	
12/1/2038			43,650	43,650	0	
6/1/2039	360,000	2.000%	43,650	403,650	447,300	
12/1/2039			40,050	40,050	0	
6/1/2040	365,000	2.000%	40,050	405,050	445,100	
12/1/2040			36,400	36,400	0	
6/1/2041	375,000	2.000%	36,400	411,400	447,800	
12/1/2041			32,650	32,650	0	
6/1/2042	380,000	2.000%	32,650	412,650	445,300	
12/1/2042			28,850	28,850	0	
6/1/2043	390,000	2.000%	28,850	418,850	447,700	
12/1/2043			24,950	24,950	0	
6/1/2044	395,000	2.000%	24,950	419,950	444,900	
12/1/2044			21,000	21,000	0	
6/1/2045	405,000	2.000%	21,000	426,000	447,000	
12/1/2045			16,950	16,950	0	
6/1/2046	410,000	2.000%	16,950	426,950	443,900	
12/1/2046			12,850	12,850	0	
6/1/2047	420,000	2.000%	12,850	432,850	445,700	
12/1/2047			8,650	8,650	0	
6/1/2048	430,000	2.000%	8,650	438,650	447,300	
12/1/2048			4,350	4,350	0	
6/1/2049	435,000	2.000%	4,350	439,350	443,700	
12/1/2049						
	0	0	0	0	0	
	7,585,000		1,841,608	9,426,608	9,426,608	
Scale : SRF Rate: 2.00% = 1.75% + 0.25% Servicing Fee						



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										
Solid Waste Fees:					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	^{7.50%} Effective	^{7.50%} Effective	^{7.50%} Effective	^{7.50%} Effective
<u>Sewer 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>
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 26, 2022

AGENDA HEADING:

Third and Final 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

Approved Second Reading of Ordinance 760 – April 12, 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

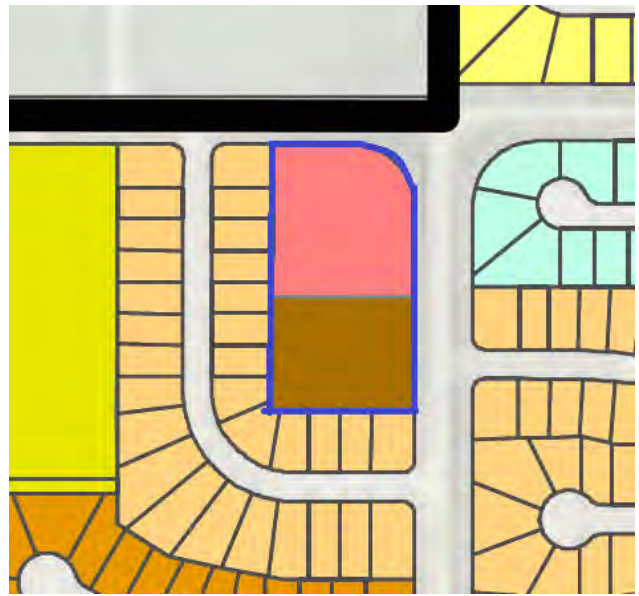
Location

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

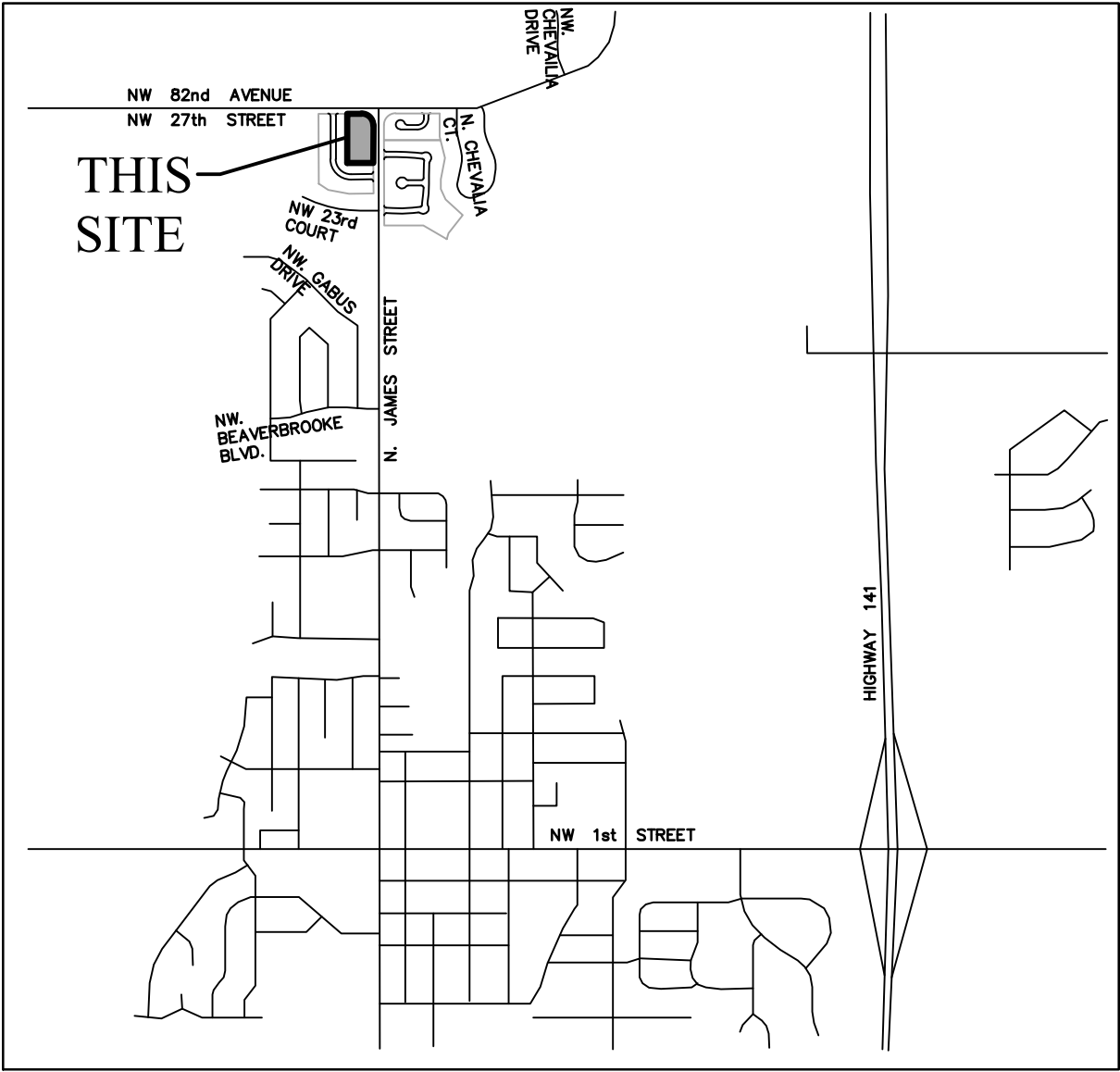
COOPER CRAWFORD & ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-22-2021
REVISIONS:

JOB NUMBER
CC
2575

SHEET
1 OF 4

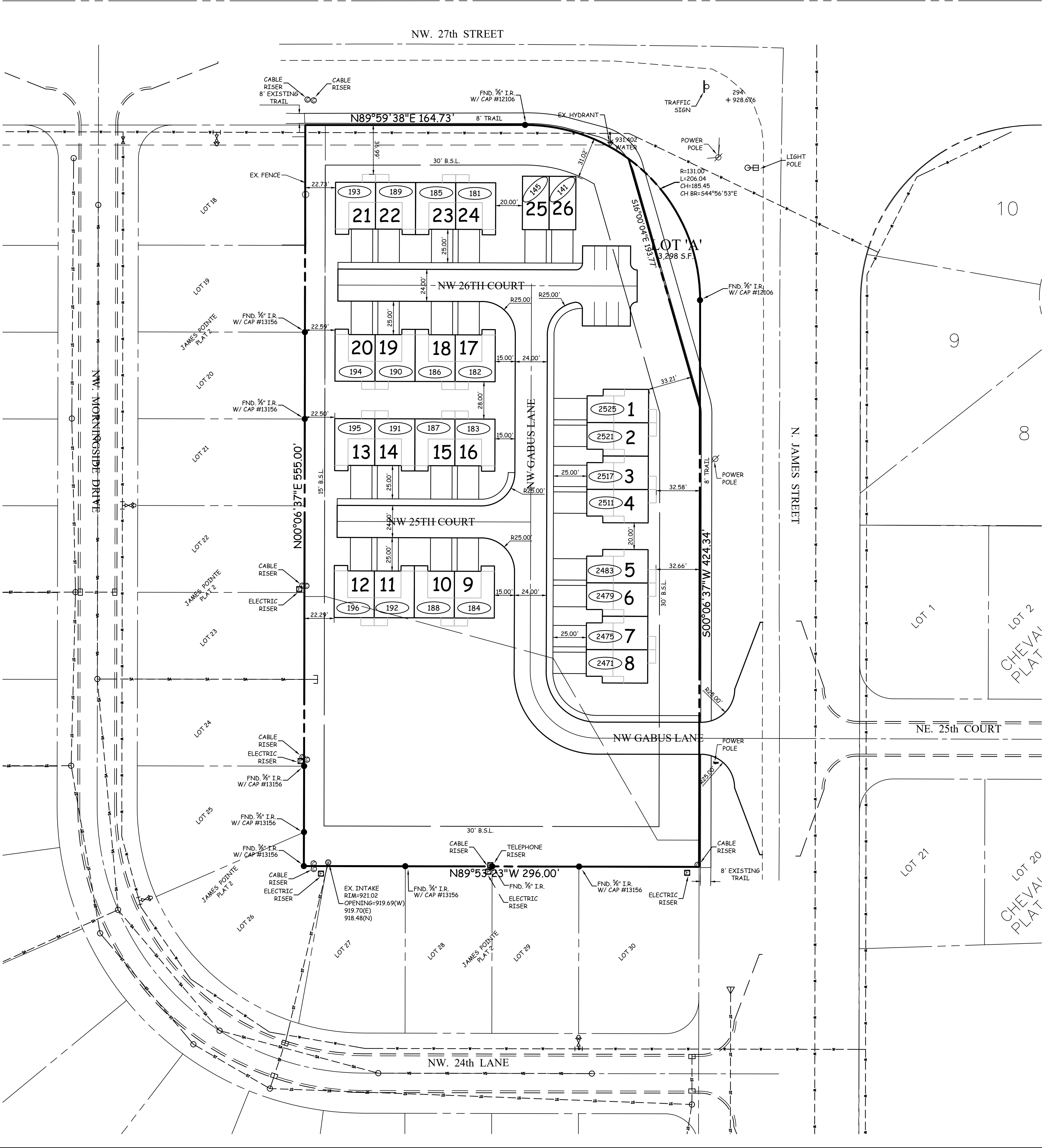


VICINITY SKETCH

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'

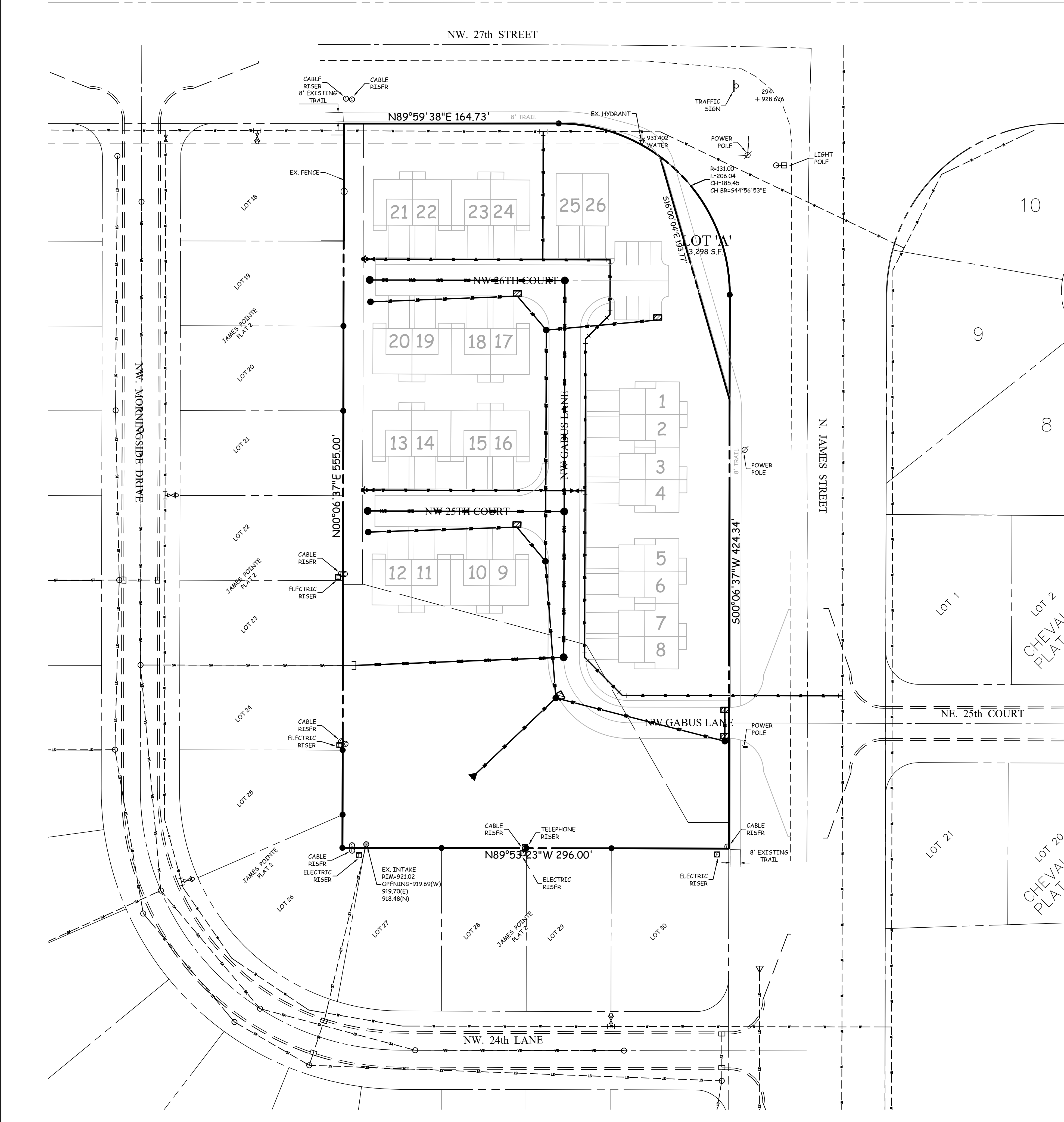
SITE PLAN
GRIMES

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:

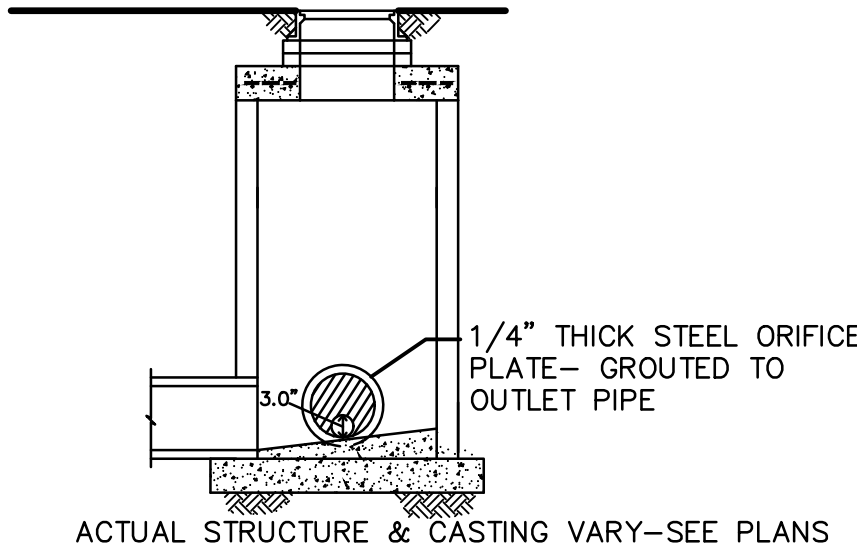
- a. The Contractor is required to place a temporary plug in the existing downstream sanitary sewer manhole prior to the start of construction. The plug shall be removed following approval of construction by the City of Grimes.
- b. Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8" to 15").
- 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.



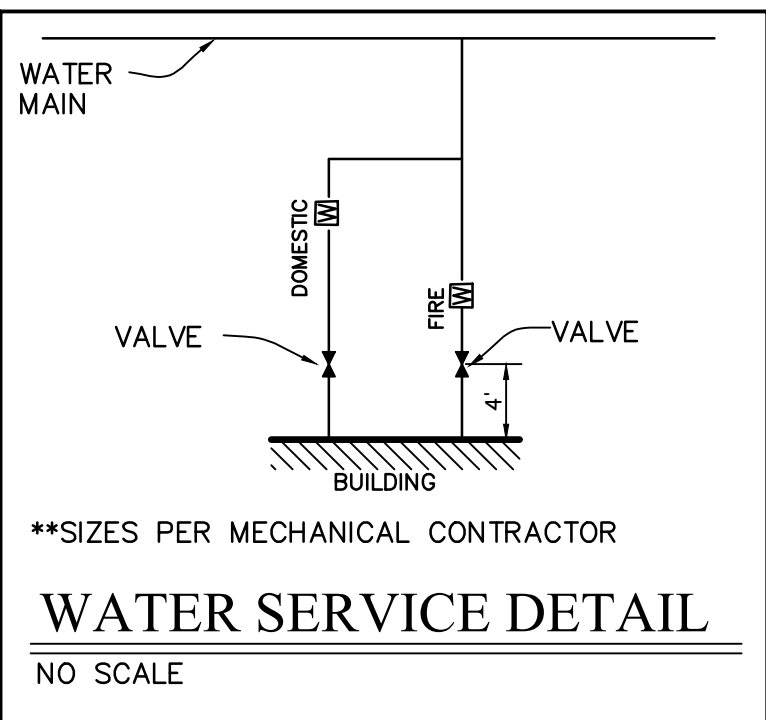
ACTUAL STRUCTURE & CASTING VARY-SEE PLANS

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.

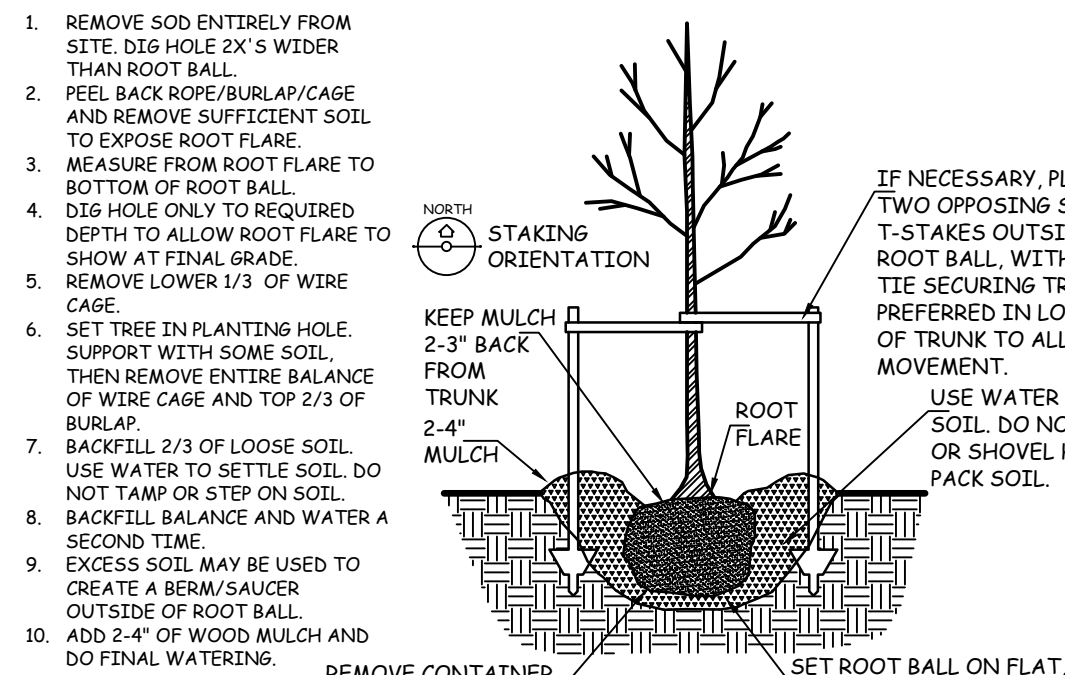
REQUIRED: 00 TREES
PROPOSED: 00 TREES

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
 - HYDRANT
 - 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

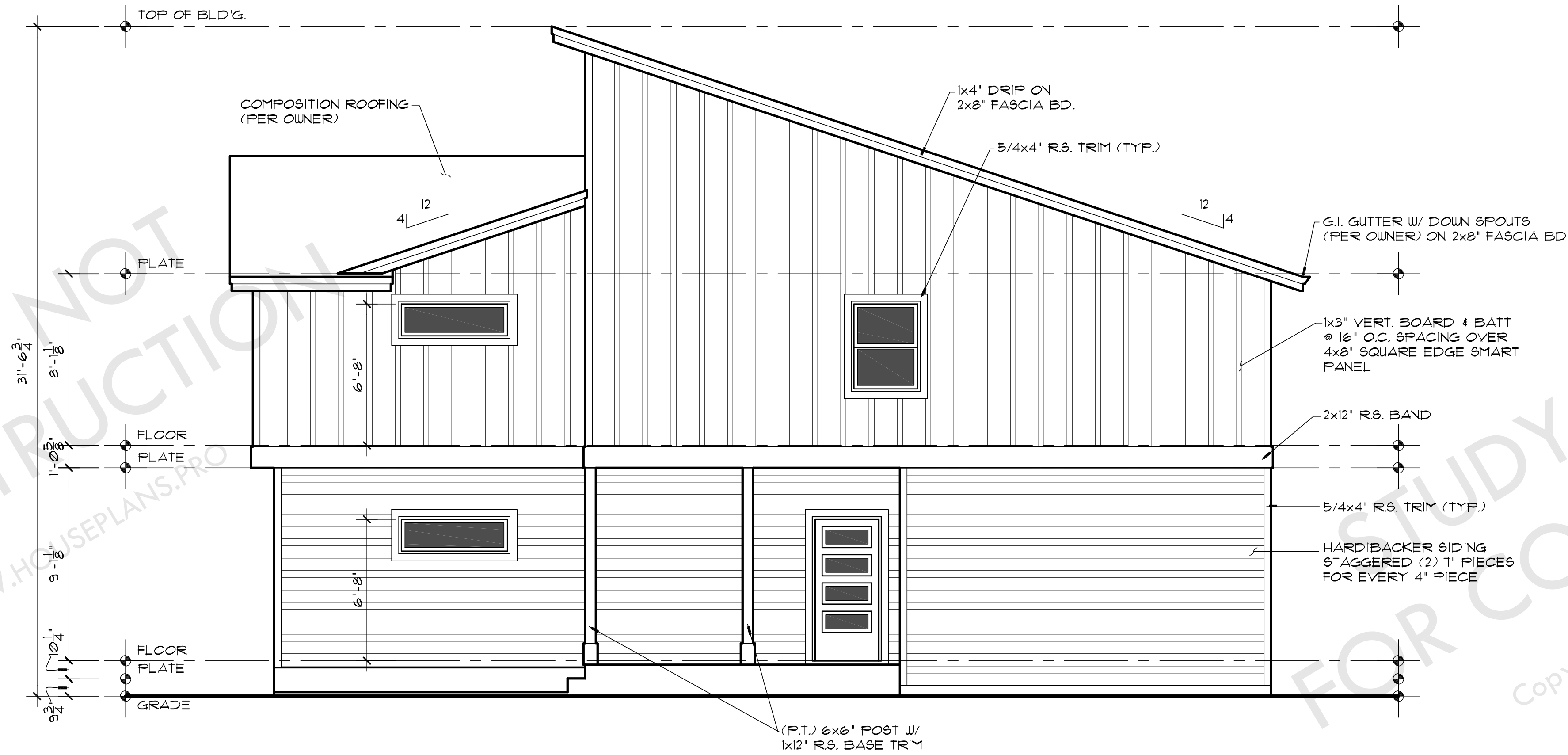
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COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

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 CC 2575
APPROVED: --- INITIALED: --- AS-BUILT: ---	SHEET 4 OF 4





Right Side Elevation

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SCALE: 1/4"=1'-0"

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Front Elevation

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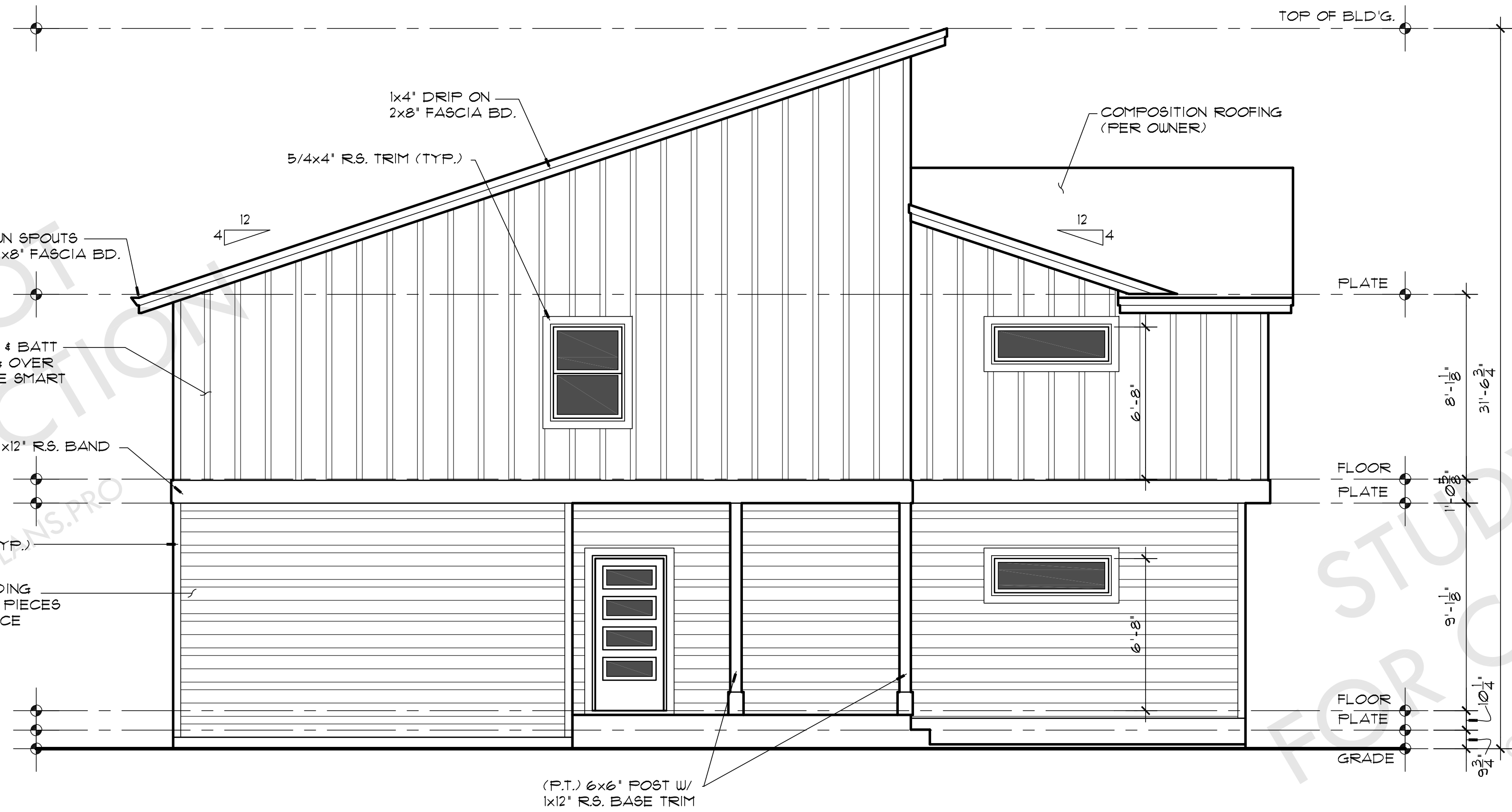
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1304 SW BERTHA BLVD. PORTLAND OREGON 97219

REVISIONS	DATE	BY	DESCRIPTION
F-603			
CFB			
DAW			

SHEET	OF
1	11
PLAN NUMBER	F-610



Left Side Elevation

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Rear Elevation

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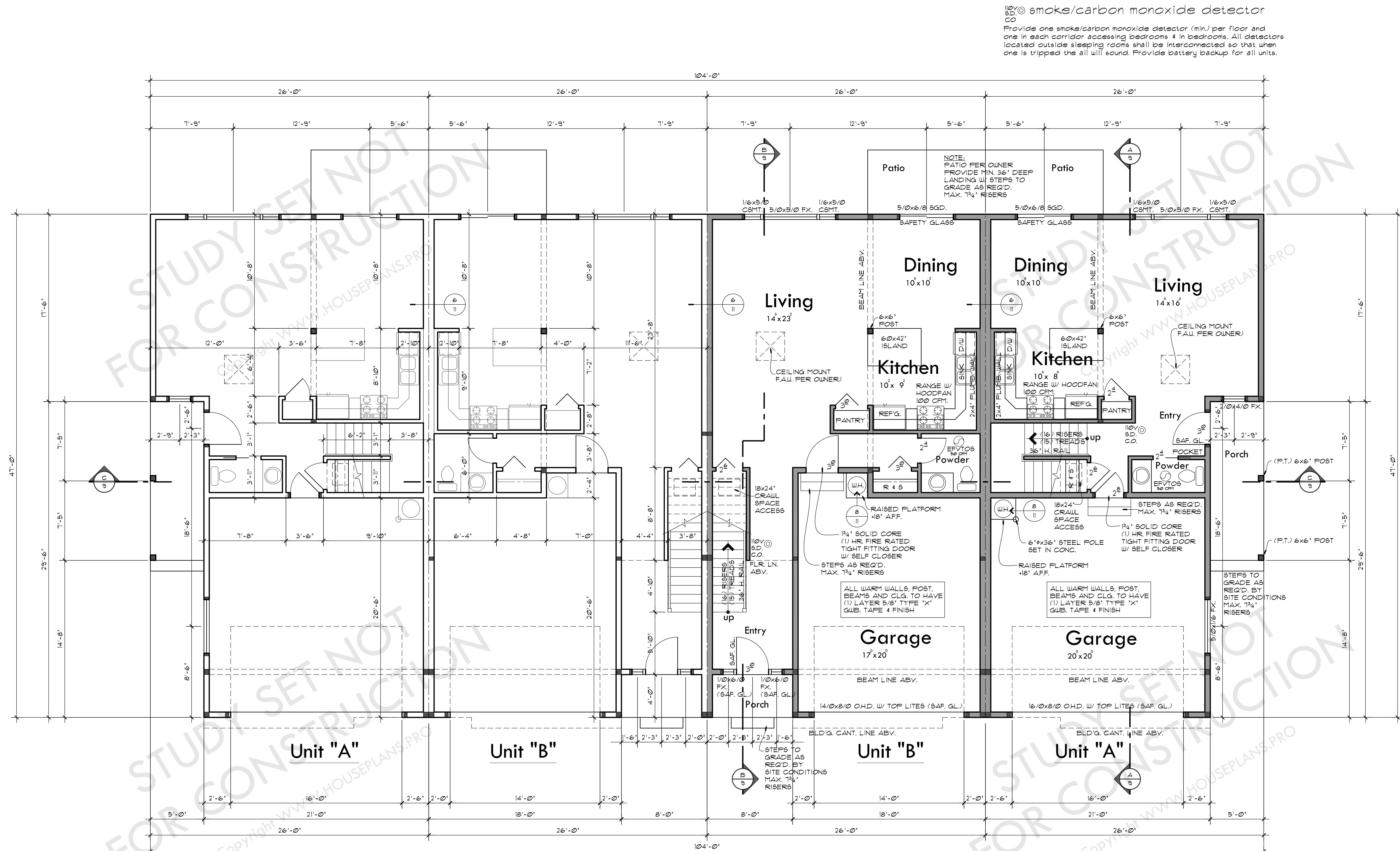
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REVISED BY	F-609
DRAWN BY	CFB
CHECKED BY	DAW
DATE	1/20/20

SHEET
2
OF
11
PLAN NUMBER
F-610



Main Floor Plan

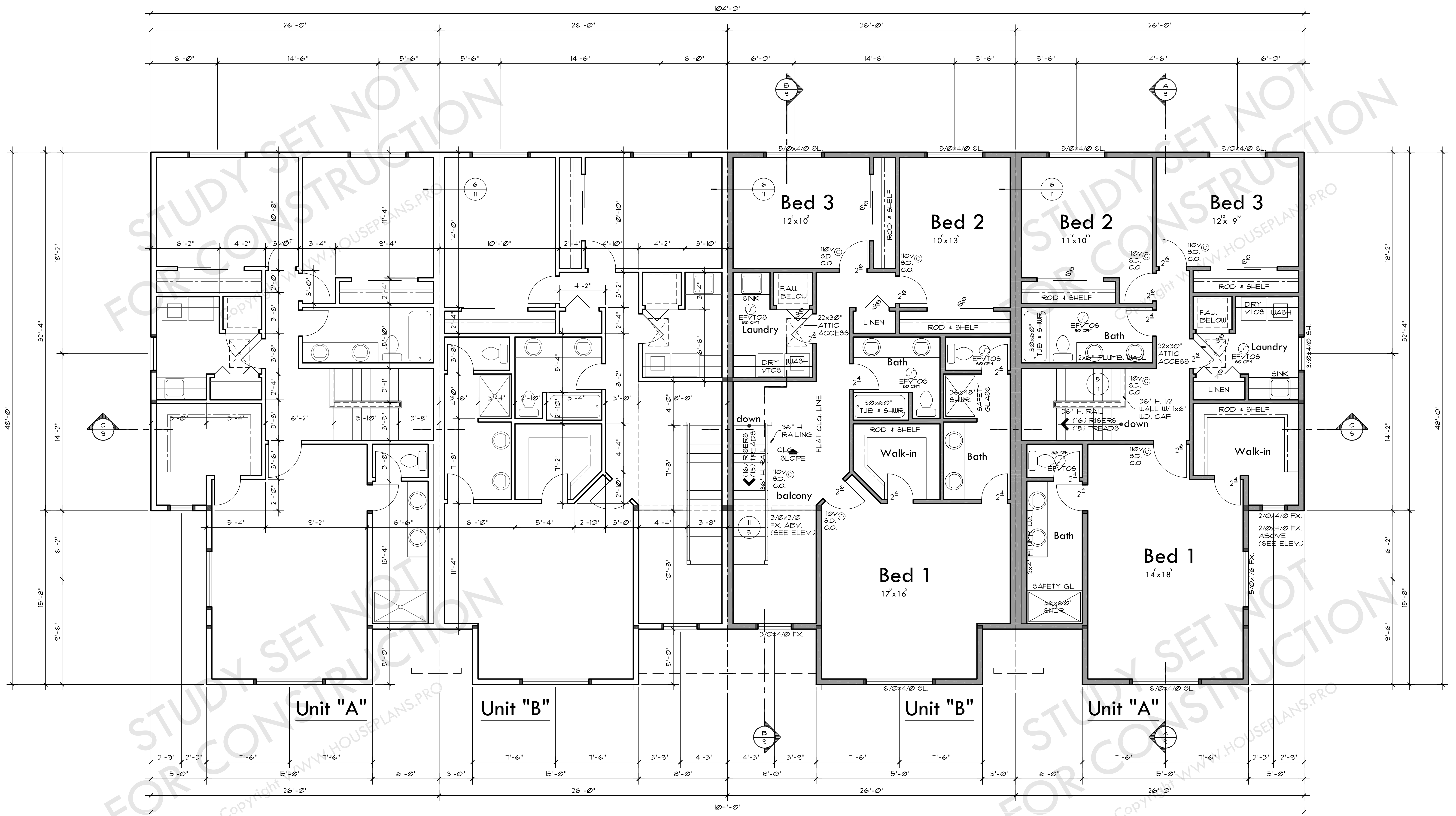
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SCALE: 1/4"=1'-0"

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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
Provide one smoke/carbon monoxide detector (min.) per floor and one in each corridor accessing 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	DATE
F-609	

DRAWN BY	CHECKED BY	DATE
CFB	DAW	1/20/20

SHEET	OF
7	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 26th day of April, 2022.

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.

**JAMES POINT
ZONING CHANGE AND DEVELOPMENT AGREEMENT**

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and James Point, LLC, (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned R-3 Medium and C-1.

WHEREAS, the Property Owner has submitted a master plan prepared by Cooper Crawford & Associates, LLC, identifying the Property to be developed as a townhome neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from R-3 Medium and C-1 to R-3 Medium, prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

NOW, THEREFORE, in consideration of the above premises, the rezoning of the Property and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

- 1) Rezoning. This agreement is contingent on the Property being rezoned from R-3 Medium (Medium Density Family Dwelling District) and C-1 (General Commercial District) to R-3 Medium (Medium Density Family Dwelling District) by the Grimes City Council as set forth in Exhibit A attached hereto.
- 2) Development Plan. The Property Owner has submitted the Development Plan in conjunction with the Property Owner's request for rezoning. A copy of the Development Plan is attached hereto as Exhibit B. The Property Owner agrees that the development of the property shall be generally consistent with the Development Plan and shall satisfy the requirements outlined within this agreement.
 - (a) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within the development.

Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.

- (b) Declaration of Covenants, Restrictions and Easements. The Property Owner shall, at the time of final platting, submit to the Grimes City Council for approval and subsequently record with the County recorder a declaration regarding the establishment of certain easements and the declaration of certain restrictions and covenants, including but not limited to, natural resource and open space preservation requirements, specific house and site design criteria, and the responsibility for maintenance of various individual and common area amenities.
- 3) Development Intent. Located at the southwest corner of NW 27th Street and North James Street, the James Point Development will consist of medium density attached townhome dwellings units. No multi-family units or commercial uses of any kind will be allowed in these areas. Detached dwellings are considered acceptable, provided they are constructed with the benefit of an owner's association. Driveways are to be connected to the private streets and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes. For units that orient toward NW 27th Street and North James Street, garages shall be rear loaded, with the front door facing away from the development.
- 4) Minimum Standards. The following regulations shall be applicable to accommodate the construction of attached townhome dwelling units, as generally shown on the Master Plan.
 - (a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.
 - (b) Density. The maximum density within the townhome development shall be eight (8) units per acre.
 - (c) Setbacks. The following setbacks shall apply to all units:
 - (i.) Front Yard – Thirty (30) Feet – From External Property Lines
 - (ii.) Rear Yard – Thirty (30) Feet – From External Property Lines
 - (iii.) Side Yard – Fifteen (15) Feet – From External Property Lines and Private Street
 - (iv.) Building Separation – Twenty (20) Feet – From Building GroupsA two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building/fire code standards.
 - (d) Minimum Dwelling Size. As enumerated on the Master plan, dwelling units 1 through 24 shall have a total finished area of not less than one thousand four hundred (1400) square feet, exclusive of garage area. Dwelling units 25 & 26 shall

have a total finished area of not less than one thousand three hundred (1300) square feet, exclusive of garage area. For all units, basement or partial subgrade level square footage may not be counted towards minimum finished area.

- (e) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum).
- (f) Garage. A minimum two (2) car attached garage shall be provided for units 1 through 24 as enumerated on the Master Plan. A minimum one (1) car attached garage shall be provided for units 25 & 26.
- (g) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance.
- (h) Building Materials. All townhome buildings shall follow the minimum architecture standards within the Zoning Ordinance. Dwelling units along NW 27th Street and North James Street shall be designed with enhanced architectural elements along the street frontages, including but not limited to front doors facing the public streets, porches, overhangs, dormers, etc. For these units, all garages shall be rear loaded along the private streets.
- (i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.
- (j) Open Space. A minimum of forty percent (40%) open space shall be provided.
- (k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees. Foundation plantings should be provided for units facing NW 27th Street and North James Street along the NW 27th Street and North James Street facing facades only.

- (l) Pedestrian. Connections from the units, to a common pedestrian network shall be provided. Future accommodations for trail connections to the east should be planned for, and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

5) Buffering

- (a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the buildings, parking, mechanical equipment, etc. to be implemented.
- (b) Landscape Buffers. A twenty (20) foot landscape buffer shall be provided along the west and south property lines to screen the townhome development from the adjacent single-family development. The landscape buffers shall provide the following number of trees per fifty (50) feet of linear buffer: One (1) overstory tree, two (2) understory trees and one (1) evergreen tree.
- (c) Continuity. Buffers shall be designed so as to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

6) Lighting

- (a) Private Street Lighting. Street Lighting associated with the private streets shall be provided. All lights shall be downcast, and shall not exceed twenty-five (25) feet in height.

7) Public and Site Improvements

- (a) Public Improvements. Public Improvements include the construction of the following:
 - (i.) Property Owner agrees to construct the necessary water main and sanitary sewers to serve the development. Public construction drawings, and IDNR permits shall be prepared and submitted for review and approval.
- (b) Private Sidewalks. Five (5) foot PCC public sidewalks shall be provided on at least one side of all private streets.
- (c) Trails. An eight (8) foot trail shall be provided along NW 27th Street and North James Street.
- (d) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the sanitary sewer and watermain improvements must be submitted.

- (e) Street Right of Way. At the time of Final Plat, the following street right-of-way shall be granted to the City.
 - (i.) Corner of NW 27th Street and North James Street, Right of Way (As generally shown on the Master Plan)
- 8) Parkland Dedication. With the dedication of right-of-way and the construction of the trail along NW 27th Street and North James Street, the parkland dedication requirements are deemed to be satisfied.
- 9) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.
- 10) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.
- 11) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.
- 12) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.
- 13) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.

- 14) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.
- 15) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

CITY OF GRIMES, IOWA

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 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 _____

PROPERTY OWNER.

James Point, LLC

By: _____

Signature: _____

Title: _____

STATE OF IOWA)

) ss:

COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Notary Public in and for the

State of Iowa

My Commission expires _____

Exhibit A

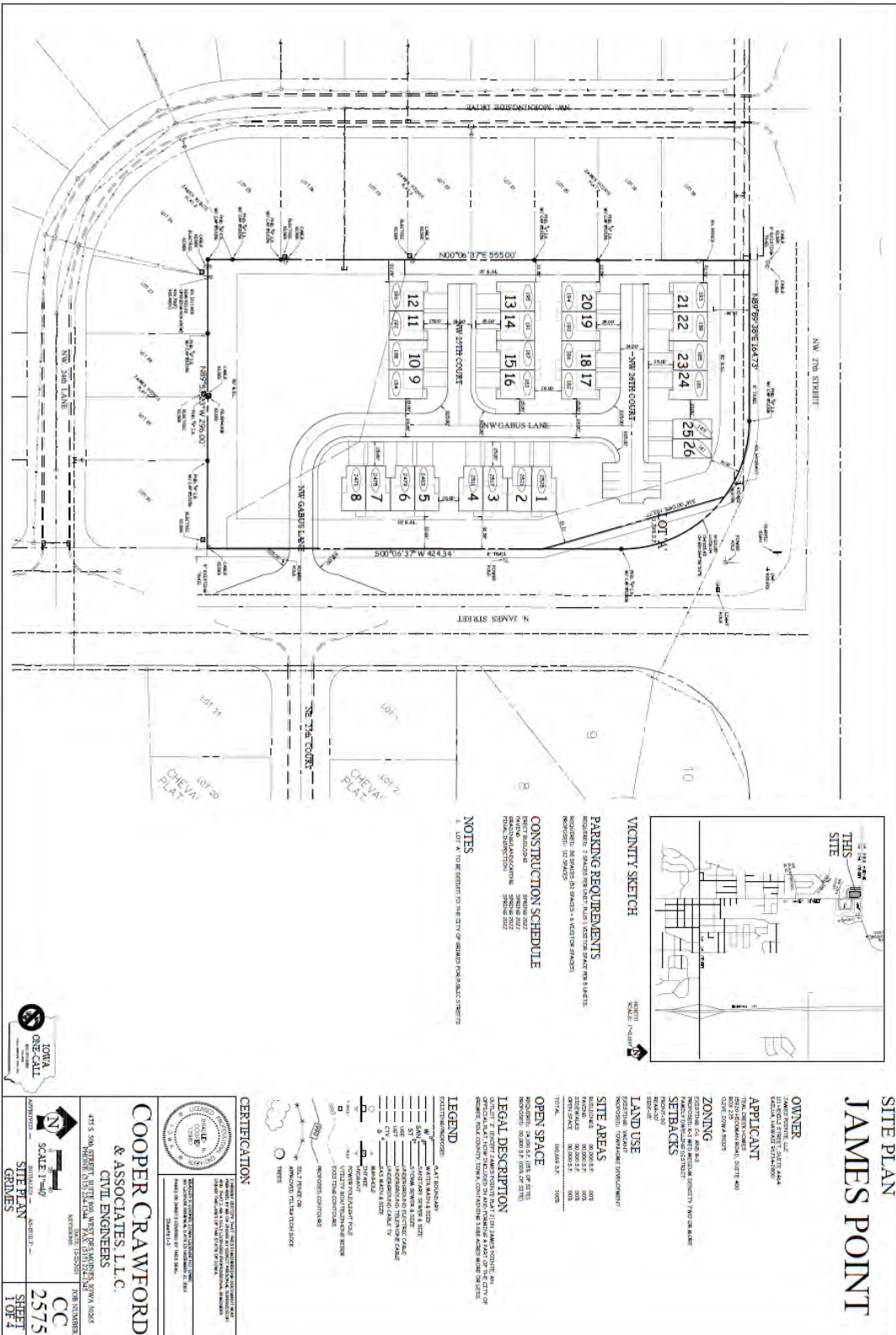
Legal Description

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, 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.

Concept Plan



GRIMES

EROSION & POLLUTION CONTROL NOTES

[illegible]

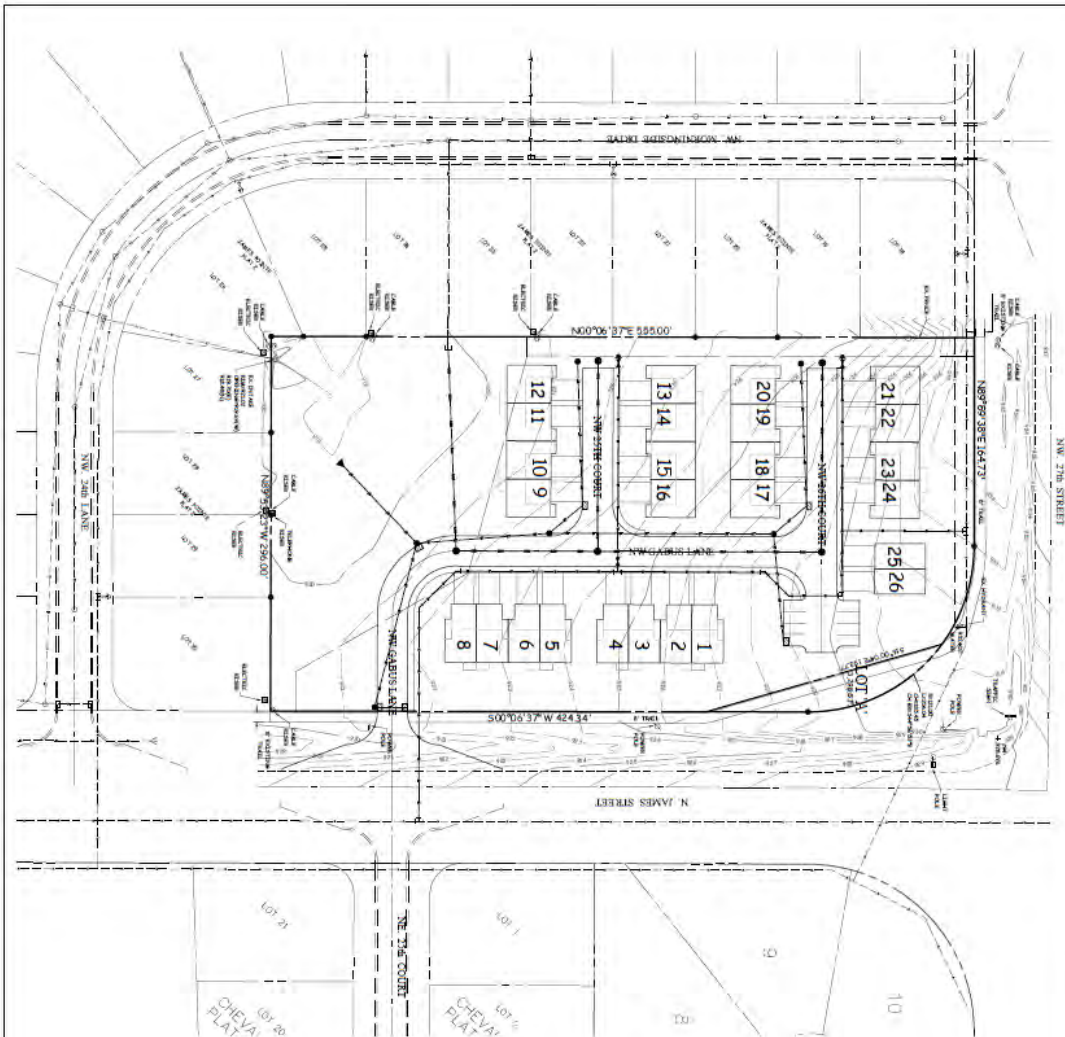
GRADING NOTES

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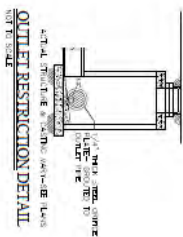
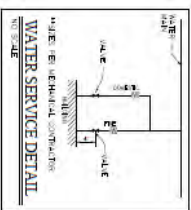
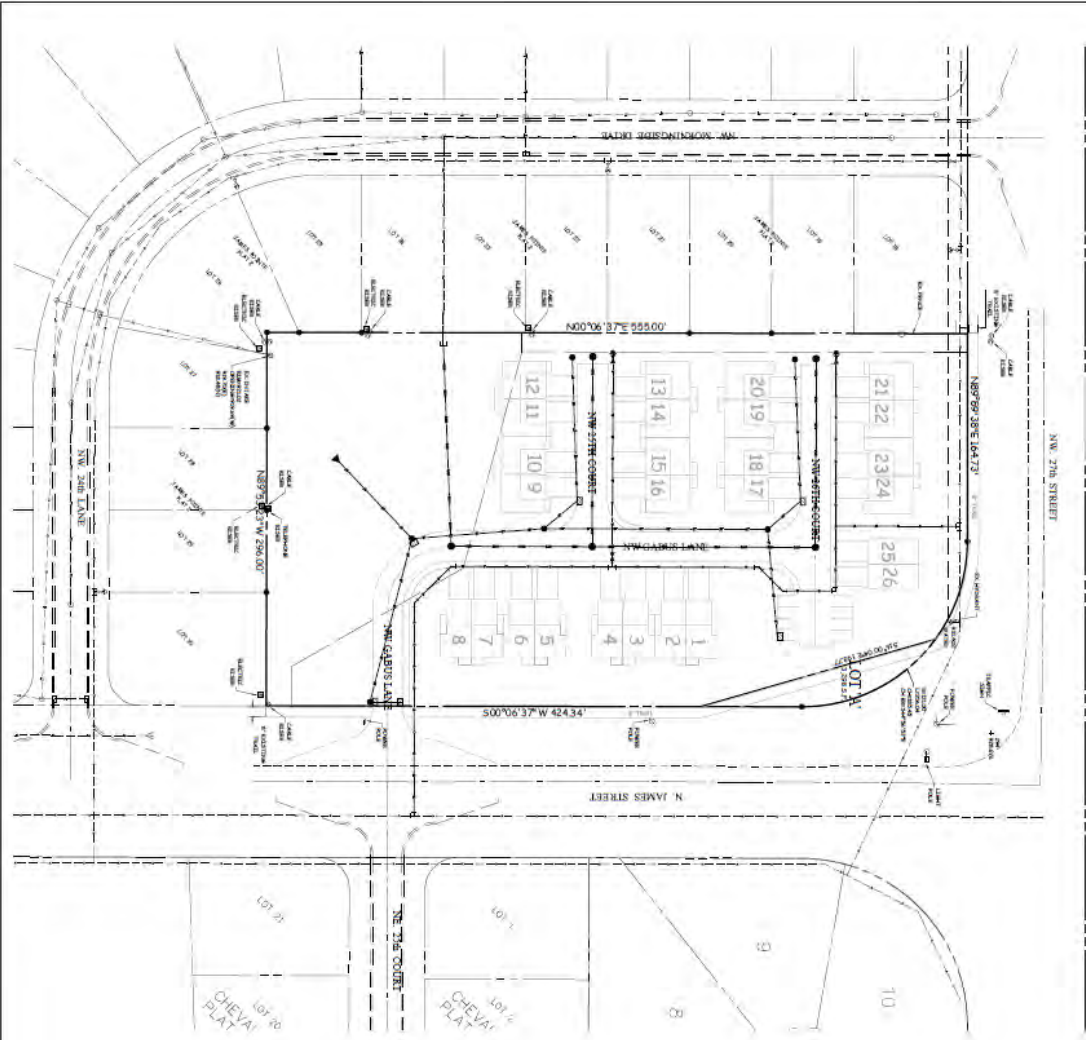
LEGEND

[illegible]

			
IOWA ONE-CALL 800-368-6868 www.iowaonecall.com	N SCALE 1=40'	CC	SHEET 1 OF 1



SITE PLAN GRIMES



UTILITY NOTES

1. All utility lines shall be shown on this plan. The location of all utility lines shall be shown on this plan. The location of all utility lines shall be shown on this plan.
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LEGEND

- 1. ALL BUILDINGS
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- 100. ALL DRIVEWAYS

**COOPER CRAWFORD
& ASSOCIATES, L.L.C.**
CIVIL ENGINEERS

4715 S. 300th Street, Suite 200, West Des Moines, Iowa 50398
PHONE: (515) 281-1111 FAX: (515) 281-1112
WWW.COOPER-CRAWFORD.COM

DATE: 10/20/2011

BY: [Signature]

SCALE: 1"=40'

SHEET 2575 OF 4

PLANTING SCHEDULE

LANDSCAPE REQUIREMENTS

IT HAS PROVEN TO BE AN ALMOST INSTANTANEOUS PROCESS FOR FACTORS TO BECOME ON THE LIST.

NOTES

THE URBAN
SPECIFIC

LEGEND

- 1001

CIVIL ENGINEER
435 S 40th STREET SUITE 800 WEST DES MOINES, IA 50319
515/281-1111
www.mhfi.comSITE PLAN
CRIMES



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

First Reading of Ordinance 762 - M-Keds Home Place Rezone

SYNOPSIS:

The applicant is requesting approval of a rezoning from A-1 to M-1A for approximately 7.3 acres generally located at the northwest corner of SE 28th Street and Highway 141. The rezoning will allow for commercial and light industrial uses. The proposed concept for the development is similar to the rest of the M-Keds development.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved M-Keds Home Place Plat 3 Final Plat - 2018

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval – 04/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the M-Keds Home Place rezoning subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann martin, Assistant Planner
DATE: April 5, 2022
RE: M-Keds - Rezoning

GENERAL INFORMATION:

Applicant:

M-Keds Ltd II

Requested Action

Rezoning

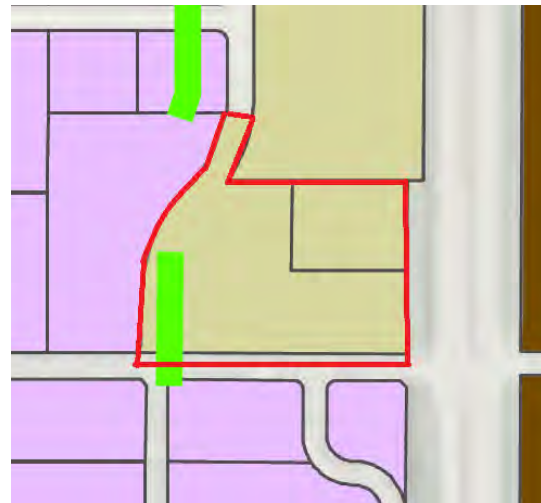
Location

Generally located at the northwest corner of SE 28th Street and Highway 141

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use 2	A-1
North	Estate Residential	Mixed Use 2	A-1
South	Commercial	Mixed Use 2	M-1A
East	Mobile Home Park/Hwy 141	Mobile Home Park	R-5
West	Vacant/Industrial	Light Industrial	M-1A

BACKGROUND:

The applicant is requesting approval of a rezoning from A-1 to M-1A for approximately 7.3 acres generally located at the northwest corner of SE 28th Street and Highway 141. The rezoning will allow for commercial and light industrial uses. The proposed concept for the development is similar to the rest of the M-Keds development.

ANALYSIS:*Land Use:*

The applicant desires to rezone the property to M-1A to provide individual lots approximately 1-2 acres in size for commercial and light industrial development similar to the rest of the M-Keds development. The proposed M-1A zoning district is consistent with the surrounding area and the Mixed Use 2 land use designation.

Site Layout:

The concept plan shows three development lots and one outlot for the regional detention basin to serve the proposed lots. No public improvements are required for this rezone. SE 28th Street and the associated utilities are existing and SE Gateway Drive pavement and utilities will be constructed as part of a separate project to be completed this year. The individual lots will be responsible for constructing sidewalks along the public streets.

Landscaping/Streetscape:

Each individual lot will provide landscaping in accordance to the Highway 141 Mixed Use Development District requirements.

Utilities:

Sanitary and water is existing or will be constructed with the SE Gateway Drive improvements.

STAFF RECOMMENDATION:

Staff would recommend approval of the M-Keds 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

~~March 8, 2022~~

~~March 15, 2022~~

March 16, 2022

Abaci Consulting, Inc.

Attn: Mark McMurphy

3000 SE Grimes Blvd, Suite 800

Grimes, IA 50111

RE: M-Keds Rezone

Dear Mr. McMurphy:

The Development Services Department is in receipt of a proposed Rezoning for the M-Keds Rezone. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Please provide a concept plan for the rezoning area showing roads, lot lines, access points, and conceptual layouts for the lots.~~
- ~~2. Provide legal description in Word format.~~
- ~~3. The legal description will need to be provided to the centerline of SE 28th Street. Please provide revised legal description.~~
- ~~4. Please provide rezone petition. Form is attached.~~
- ~~5. In the legal description on the rezone exhibit, update reference to Outlot YY. Should be YYY. Staff updated reference on the Word document.~~
- ~~6. Concept Plan comments:~~
 - ~~a. Please provide a separate concept plan sheet to scale.~~
 - ~~b. Please adjust the access point along SE gateway Drive to align with the shared access point on the west side of SE Gateway.~~

- ~~c. Label the driveway/street locations on the south side of SE 28th St and align the shared access point for Lot 25 & 26 with one of the driveway locations.~~
- ~~d. Move the parking areas to meet required setbacks (10' from ROW, 5' from side and rear property lines).~~
- ~~e. Label parking spaces to show practical parking layouts.~~
- ~~f. Show the building on Lot 26 meeting the 100' setback from Highway 141 ROW.~~
- ~~g. Add landscaping along the street frontages.~~

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.

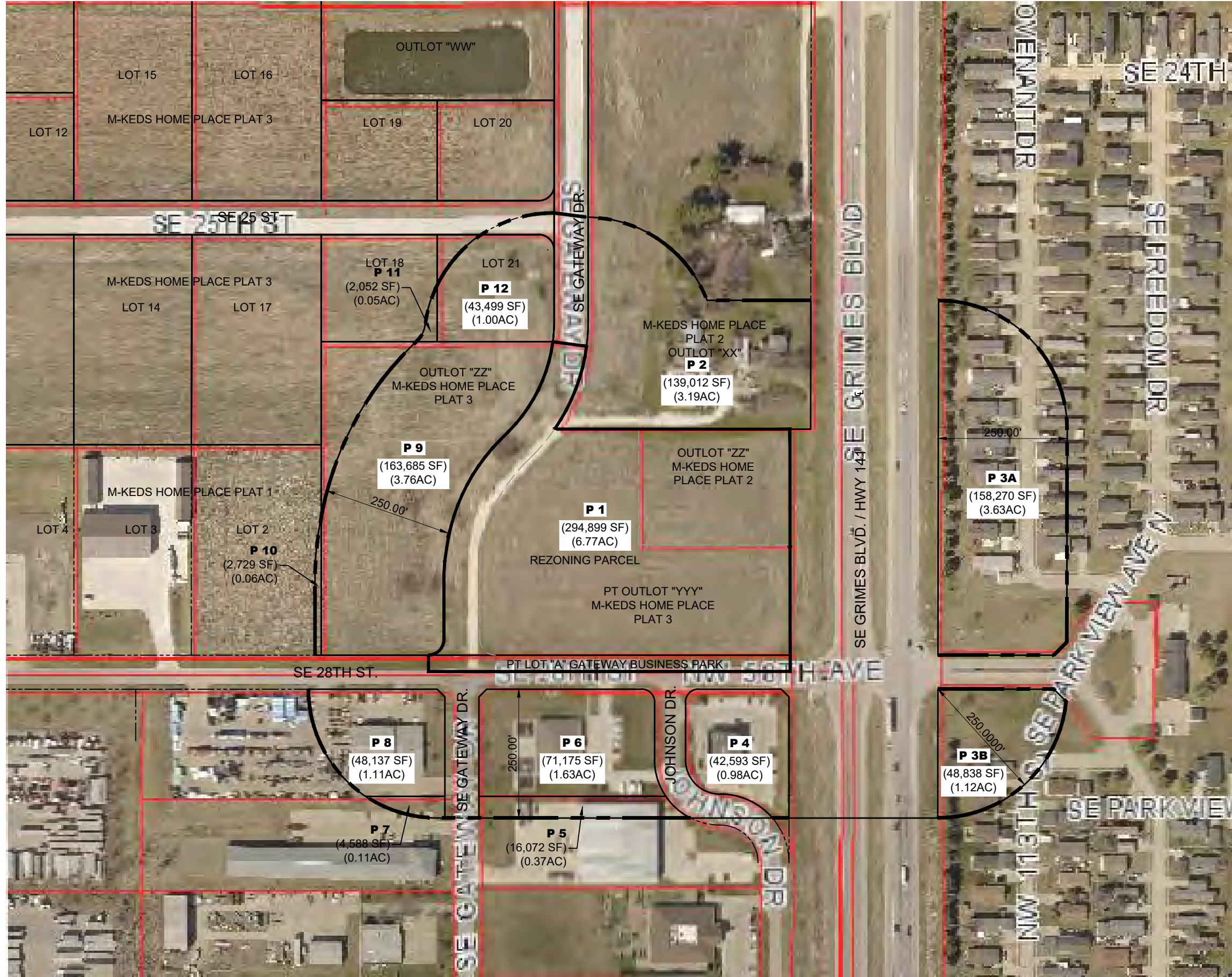
SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	March 16, 2022 (1 PDF of Rezoning Map and Concept Plan)
PLANNING & ZONING:	April 5, 2022 at 5:30
COUNCIL MEETING:	April 26, 2022 at 5:30

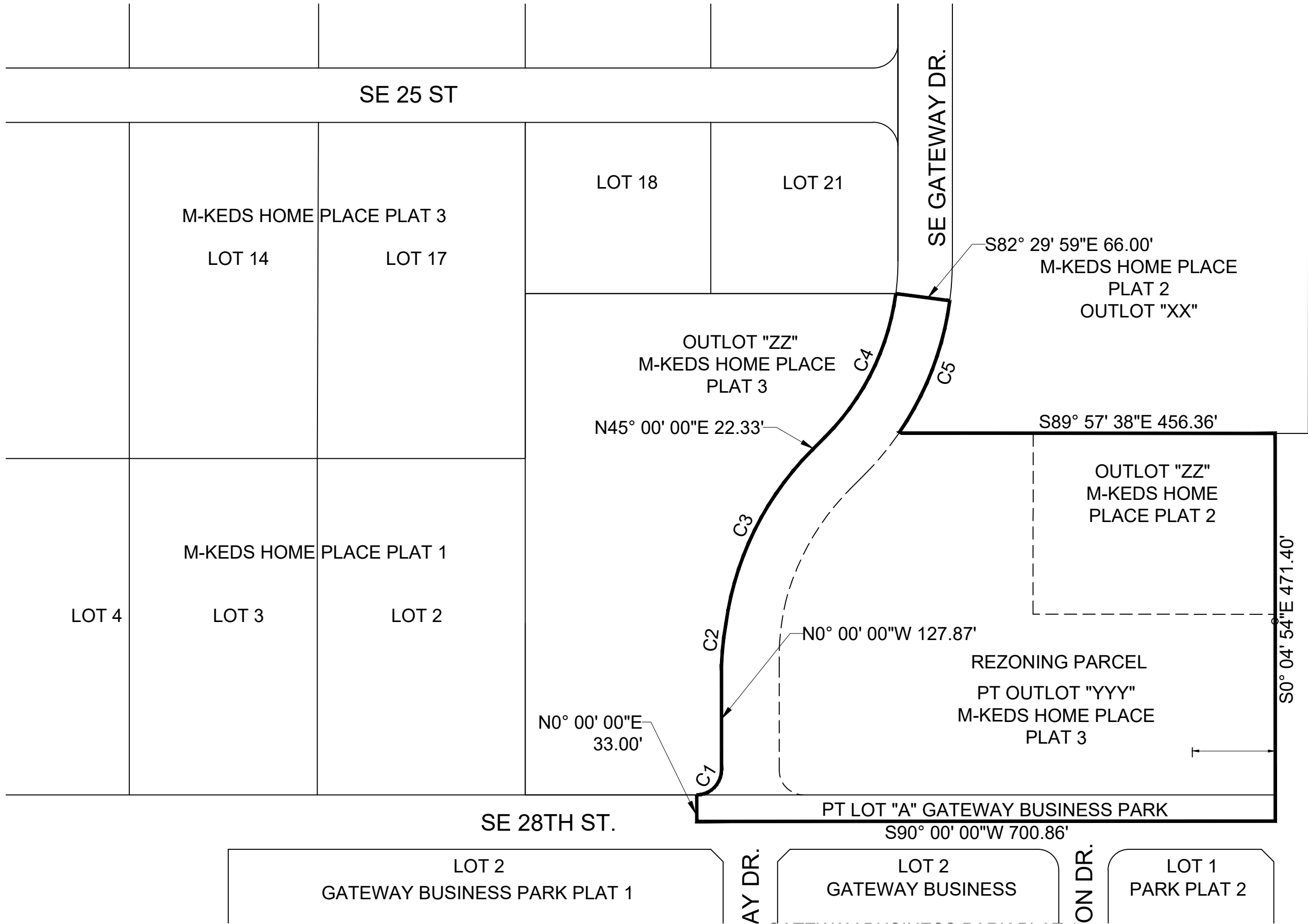
Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner



REZONING AREA MAP
SCALE: 1"=200'



REZONING BOUNDARY
SCALE: 1"=120'

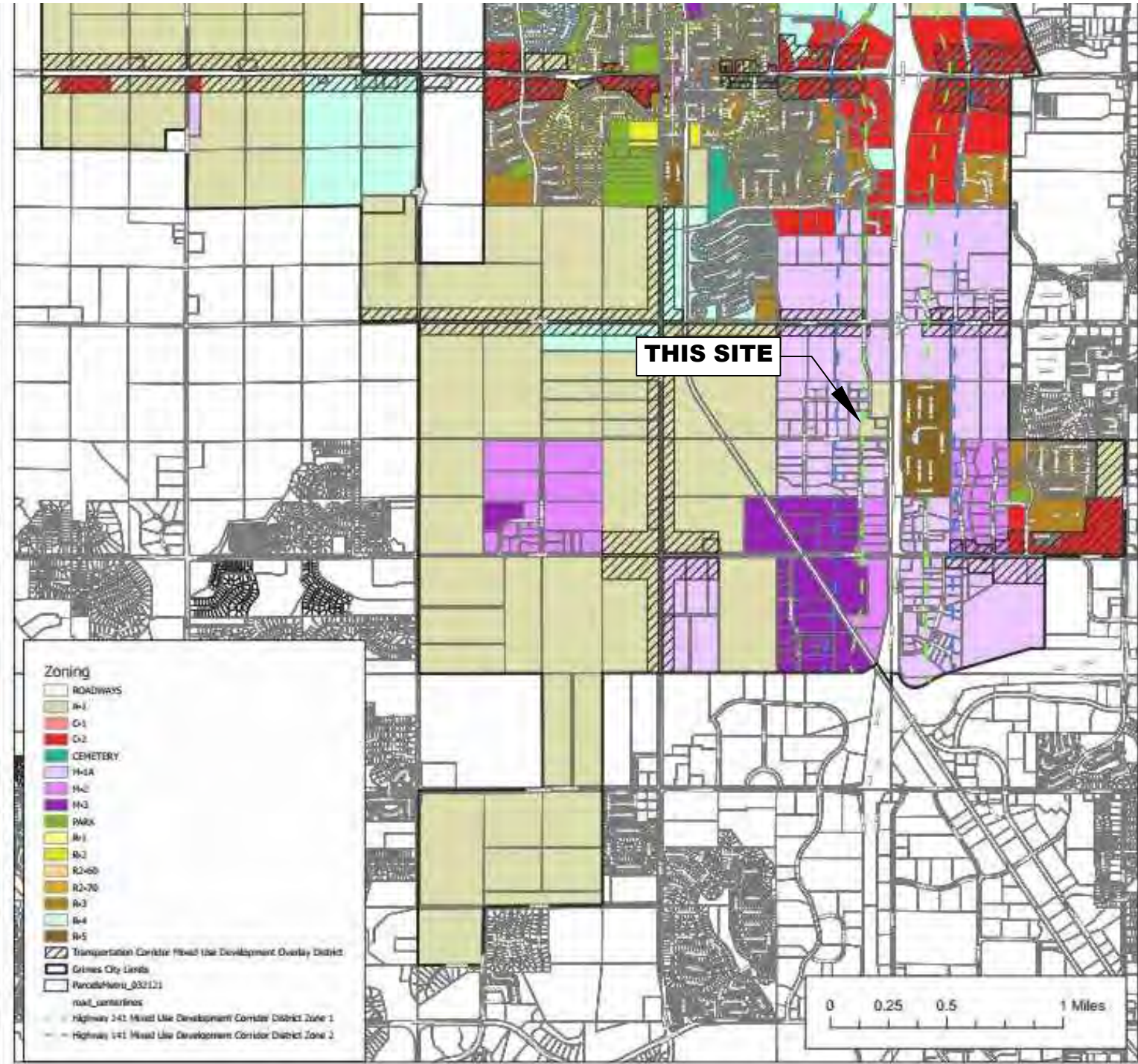
REZONING REQUEST: LEGAL DESCRIPTION

ALL OF OUTLOT "ZZ", M-KEDS HOME PLACE PLAT 2, OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY, IOWA AND, OUTLOT "YYY" M-KEDS HOME PLACE PLAT 3, OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY, IOWA EXCEPT THAT PORTION CURRENTLY ZONED M1-A, AND, THE EAST 700.86 FEET OF LOT "A", GATEWAY BUSINESS PARK, OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY, IOWA.

SAID PARCEL TO BE REZONED BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT "ZZ", M-KEDS HOME PLACE PLAT 2; THENCE ALONG THE LINE COMMON TO OUTLOTS "ZZ" AND "YYY" OF M-KEDS HOME PLACE PLAT 2, S 89° 57' 38" E, 293.48 FEET; THENCE S 0° 04' 54" W ALONG THE WEST RIGHT-OF-WAY LINE OF IOWA HIGHWAY 141, A DISTANCE OF 471.40 FEET; THENCE N 90°00' 00" W, 700.86 FEET; THENCE N 00°00' 00" E, 33.00 FEET TO A POINT OF CUSP OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD BEARING N 45° 00' 00" E, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.12 FEET; THENCE N 0° 00' 00" E, 127.87 FEET TO THE POINT OF CURVATURE OF AN ARC BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 369.00 FEET, A CENTRAL ANGLE OF 7° 50' 07" AND A CHORD BEARING N 6° 10' 57" E A DISTANCE OF 50.42 FEET; THENCE ALONG THE ARC OF SAID CURVE DISTANCE OF 50.46 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE HAVING A RADIUS OF 368.00 FEET, A CENTRAL ANGLE OF 37° 10' 15" AND A CHORD BEARING N 26° 24' 52" E A DISTANCE OF 234.58 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 238.74 FEET; THENCE N 45° 00' 00" E, 22.33 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 302.00 FEET, A CENTRAL ANGLE OF 37° 29' 59" AND A CHORD BEARING N 26° 15' 01" E A DISTANCE OF 194.15 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 197.66 FEET; THENCE S 82° 29' 59" E, 66.00 FEET; TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 368.00 FEET, A CENTRAL ANGLE OF 27° 03' 03" AND A CHORD BEARING S 21° 01' 33" W A DISTANCE OF 172.13 FEET; THENCE ALONG THE ARC OF SAID CURVE 173.74 FEET; THENCE S 89° 57' 38" E, 162.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL TO BE REZONED CONTAINS 7.30 ACRES.



Zoning Map
August 26, 2021

TABLE OF OWNERS

PARCEL NO.	OWNER	AREA WITHIN 250 FEET (ACRES)	PERCENTAGE OF SURROUNDING AREA			CURRENT ZONING	USE	STREET ADDRESS	CITY	STATE	ZIP	MAILING ADDRESS
P1	M-KEDS LTD II	NOT APPLICABLE	SUPPORTS	OPPOSES	NO ANSWER	A-1	FARMSTEAD - AGRICULTURAL	1505 SE 28TH ST.	GRIMES	IA	50111	PO BOX 500, GRIMES, IA 50111
P2	M-KEDS LTD II	3.19	18.75%			A-1	FARMSTEAD - AGRICULTURAL	25XX SE GRIMES BLVD	GRIMES	IA	50111	PO BOX 500, GRIMES, IA 50111
P 3A & P 3B	BRENTON COMMUNITY FUND X GRIMES	4.75	27.92%			R-5	MOBILE HOME PARK	1900 SE 28TH ST.	GRIMES	IA	50111	261 SCHOOL AVE, STE 210, EXCELSIOR, MN 55331
P4	NEWBLOOD INVESTMENTS, LLC	0.98	5.76%			M1-A	RETAIL	2810 SE GRIMES BLVD.	GRIMES	IA	50111	10888 HICKMAN RD, STE 3B, CLIVE, IA 50325
P5	IPE1031 REV176, LLC	0.37	2.31%			M1-A	RETAIL	2900 SE GRIMES BLVD.	GRIMES	IA	50111	12814 CARDINAL LANE, URBANDALE, IA 50323-2154
P6	EICHINGER 4, LLC	1.63			9.58%	M1-A	DAY CARE	2860 SE GRIMES BLVD.	GRIMES	IA	50111	110 SW MAPLE ST, ANKENY, IA 50023
P7	TODD A BARTUSEK	0.11			0.65%	M1-A	RETAIL & WAREHOUSE	2900 SE GATEWAY DR.	GRIMES	IA	50111	2800 SE GATEWAY DR, GRIMES, IA 50111
P8	CHRISTINE A STANBROUGH	1.11			6.53%	M1-A	OFFICE & WAREHOUSE	2800 SE GATEWAY DR.	GRIMES	IA	50111	1300 50TH ST, STE 105, WEST DES MOINES IA 50266
P9	M-KEDS LTD II	3.76	22.10%			A-1	LT INDUSTRIAL	1505 SE 28TH ST.	GRIMES	IA	50111	PO BOX 500, GRIMES, IA 50111
P10	HD COMMERCIAL, LLC	0.06	0.35%			M1-A	LT INDUSTRIAL FLEX SPACE	1405 SE 28TH ST	GRIMES	IA	50111	2800 SE DESTINATION DR, STE F, GRIMES, IA 50111
P11	M-KEDS LTD II	0.05	0.29%			A-1	LT INDUSTRIAL	1505 SE 28TH ST.	GRIMES	IA	50111	PO BOX 500, GRIMES, IA 50111
P12	M-KEDS LTD II	1.00	5.88%			A-1	LT INDUSTRIAL	1505 SE 28TH ST.	GRIMES	IA	50111	PO BOX 500, GRIMES, IA 50111
TOTAL		16.01	83.24%	0.00%	16.76%							

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	47.12	30.00	90.00	N45° 00' 00"E	42.43
C2	50.46	369.00	7.84	N6° 10' 57"E	50.42
C3	238.74	368.00	37.17	N26° 24' 52"E	234.58
C4	197.66	302.00	37.50	N26° 15' 01"E	194.15
C5	173.74	368.00	27.05	S21° 01' 33"W	172.13

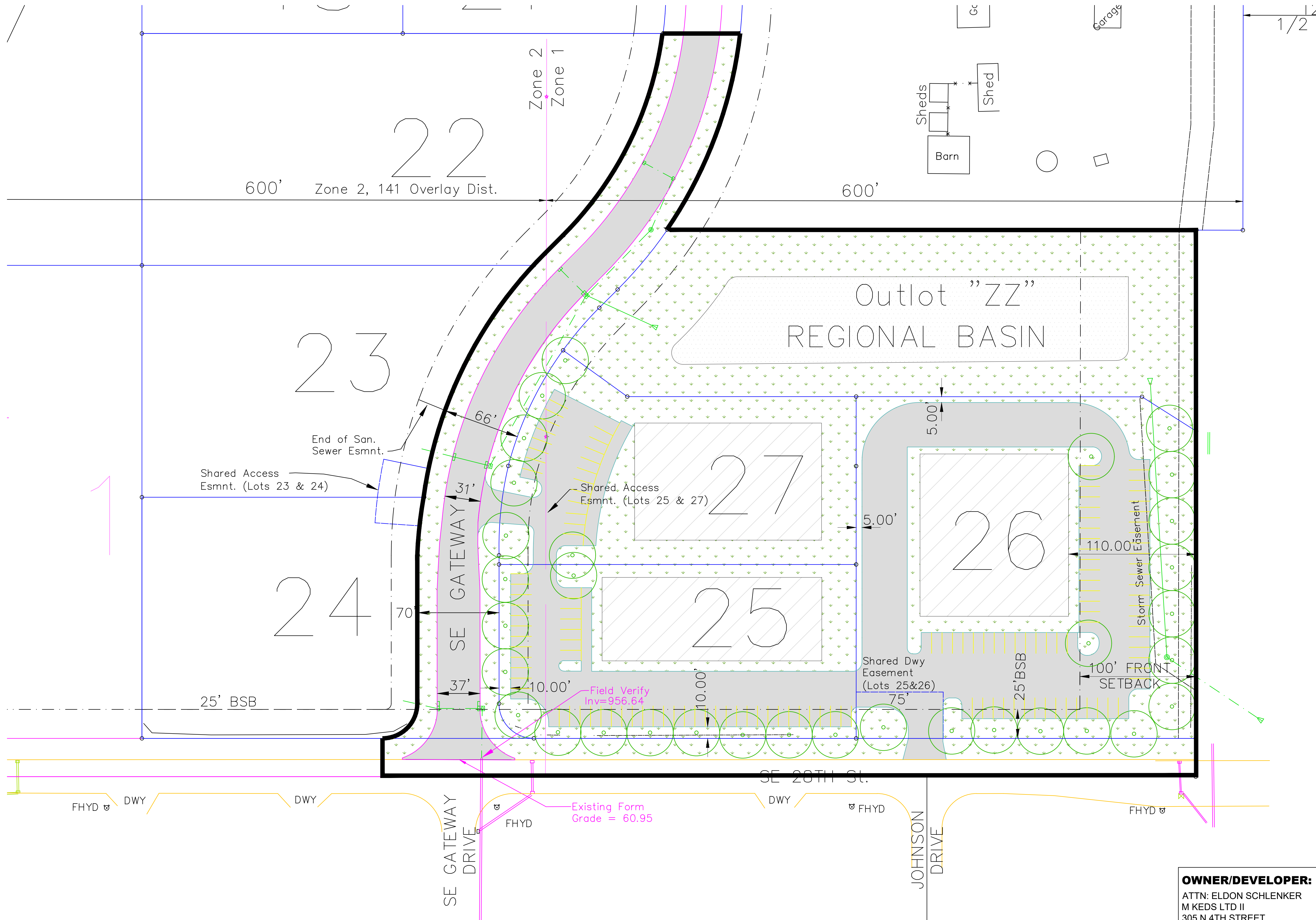
OWNER/DEVELOPER:
ATTN: ELDON SCHLENKER
M KEDS LTD II
305 N 4TH STREET
PO BOX 500
GRIMES IA 50111
PH. (515) 240-4846
EMAIL: azteceldon@gmail.com

ENGINEER/SURVEYOR:
MARK McMURPHY, PE, PLS
PRESIDENT
ABACI CONSULTING, INC.
3000 SE GRIMES BLVD, #800
GRIMES, IA 50111
PH. (515) 986-5048
EMAIL: mark@abaciconsulting.com

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING

M-KEDS HOME PLACE
REZONING EXHIBIT

SHEET:
1 OF 2



CONCEPT PLAN

OWNER/DEVELOPER:
ATTN: ELDON SCHLENKER
M KEDS LTD II
305 N 4TH STREET
PO BOX 500
GRIMES IA 50111
PH. (515) 240-4846
EMAIL: azteceldon@gmail.com

ENGINEER/SURVEYOR:
MARK McMURPHY, PE, PLS
PRESIDENT
ABACI CONSULTING, INC.
3000 SE GRIMES BLVD, #800
GRIMES, IA 50111
PH. (515) 986-5048
EMAIL: mark@abaciconsulting.com

M-KEDS HOME PLACE CONCEPT PLAN		ABACI CONSULTING, INC. CIVIL ENGINEERING - LAND SURVEYING 3000 SE GRIMES BLVD, STE. 800 GRIMES, IOWA 50111 OFFICE: (515) 986-5048			
SHEET:	2 OF 2	NO:	REVISION DESCRIPTION:	DATE:	PROJECT NO:
		1			15117
		2			15117SP
		3			M.M.
		4			PV
					NOV. 2021



ORDINANCE #762

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 M-KEDS HOME PLACE:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 7.30 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial 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 M-1A 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 M-Keds LTD II. 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

All of Outlot "ZZ", M-Keds Home Place Plat 2, Official Plat, City of Grimes, Polk County, Iowa and,

Outlot "YYY" M-Keds Home Place Plat 3, Official Plat, City of Grimes, Polk County, Iowa except that portion currently zoned M1-A, and,

The east 700.86 feet of Lot "A", Gateway Business Park, Official Plat, City of Grimes, Polk County, Iowa.

Said Parcel to be rezoned being more particularly described as:

Beginning at the Northwest corner of said Outlot "ZZ", M-Keds Home Place Plat 2; thence along the line common to Outlots "ZZ" and "YYY" of M-Keds Home Place Plat 2, S 89° 57' 38" E, 293.48 feet; thence S 0° 04' 54" W along the west right-of-way line of Iowa Highway 141, a distance of 471.40 feet; thence N 90°00' 00" W, 700.86 feet; thence N 00°00' 00" E, 33.00 feet to a point of cusp of a non-tangential curve concave northwesterly having a radius of 30.00 feet, a central angle of 90° 00' 00", and a chord bearing N 45° 00' 00" E, thence along the arc of said curve a distance of 47.12 feet; thence N 0° 00' 00" E, 127.87 feet to the point of curvature of an arc being concave southeasterly, having a radius of 369.00 feet, a central angle of 7° 50' 07" and a chord bearing N 6° 10' 57" E a distance of 50.42 feet; thence along the arc of said curve distance of 50.46 feet to a point of compound curvature of a curve having a radius of 368.00 feet, a central angle of 37° 10' 15" and a chord bearing N 26° 24' 52" E a distance of 234.58 feet; thence along the arc of said curve a distance of 238.74 feet; thence N 45° 00' 00" E, 22.33 feet to the point of curvature of a curve being concave northwesterly and having a radius of 302.00 feet, a central angle of 37° 29' 59" and a chord bearing N 26° 15' 01" E a distance of 194.15 feet; thence along the arc of said curve a distance of 197.66 feet; thence S 82° 29' 59" E, 66.00 feet; to the point of curvature of a non-tangential curve being concave northwesterly having a radius of 368.00 feet, a central angle of 27° 03' 03" and a chord bearing S 21° 01' 33" W a distance of 172.13 feet; thence along the arc of said curve 173.74 feet; thence S 89° 57' 38" E, 162.88 feet to the Point of Beginning.

Said parcel to be rezoned contains 7.30 acres.



ORDINANCE #762

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 M-KEDS HOME PLACE:

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 7.30 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to M-1A (Commercial and Limited Light Industrial 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 M-1A 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 M-Keds LTD II. 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.

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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 26th day of April, 2022_.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

Exhibit A

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Outlot "YYY" M-Keds Home Place Plat 3, Official Plat, City of Grimes, Polk County, Iowa except that portion currently zoned M1-A, and,

The east 700.86 feet of Lot "A", Gateway Business Park, Official Plat, City of Grimes, Polk County, Iowa.

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Said parcel to be rezoned contains 7.30 acres.



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

4235 SE Beisser Drive – Site Plan

SYNOPSIS:

The applicant is requesting approval of a site plan amendment, which will allow for the construction of an additional building on site. The proposed building consists of 14,250 square feet of warehouse space. The property is not located within an overlay district.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Site Plan – 2003

BOARD/COMMISSION ACTION(S):

Recommendation for Approval – Planning and Zoning, 04/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan amendment for 4235 SE Beisser Drive, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: April 5, 2022
RE: 4235 SE Beisser Drive – Site Plan Amendment

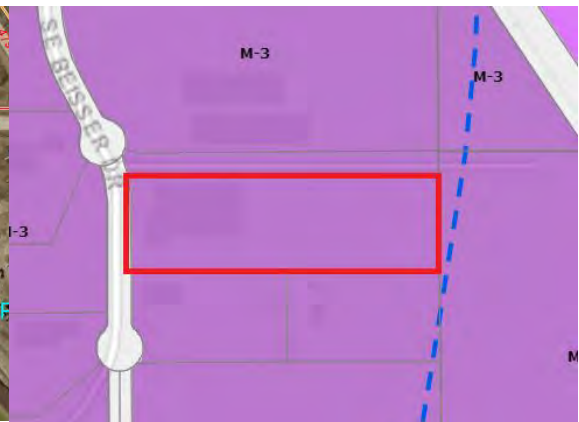
GENERAL INFORMATION:

Applicant:	ASSK Properties, LC
Requested Action	Site Plan Amendment
Location	4235 SE Beisser Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Industrial	General Industrial	M-3
North	Industrial	General Industrial	M-3
South	Industrial	General Industrial	M-3
East	Industrial	General Industrial	M-3
West	Industrial	General Industrial	M-3

BACKGROUND:

The applicant is requesting approval of a site plan amendment, which will allow for the construction of an additional building on site. The proposed building consists of 14,250 square feet of warehouse space. The property is not located within an overlay district.

ANALYSIS:*Building/Elevations:*

The new proposed building on the east side of the site will be constructed of metal to match the color scheme of the existing building with two loading docks and an overhead door. Because the building is located within the M-3 zoning district and more than 300 feet from the public street, the building can be structured exclusively of metal. In addition, the new building will be located behind the existing building and will have low visibility from the public street. Wall pack lighting will be provided on the south and west sides of the new building.

Site Layout:

Access into the site will be from the existing driveway off of SE Beisser Drive. There are no existing sidewalks with the Gateway Commerce development, therefore no sidewalk will be provided with the site improvements. Two outdoor storage areas are identified on site for building materials such as lumber and siding: one on the north side between the buildings and one at the southeast corner of the site. Two pole lights will be added to the south east corner of the site.

Parking:

The ordinance requires a total of 1 space per every 2,000 square feet of gross floor area for warehouse uses. Based upon the proposed square footage of the new building, a total of 8 spaces is required to serve the new building. The site currently has 23 parking spaces and 13 additional spaces will be provided with the site improvements for a total of 36 spaces. The minimum required number of spaces will be provided on site to serve both the existing and proposed buildings.

Landscaping/Streetscape:

The site is required to provide a minimum of 10% open space. As proposed, the site will provide 34% open space. There are no minimum planting requirements for this area. However, when the site was originally approved, landscaping was proposed along SE Beisser Drive near the driveway entrance and along the front of the building. The landscaping either died or was never installed so those plantings will be installed with this project.

Utilities:

A new 6" sanitary service will connect to the existing sanitary sewer on the east side of the site to serve the new building.

A new water service will be constructed to the new building. The new building will be fitted with a fire suppression system, therefore the appropriate FDC is provided. Additional fire hydrants will be installed onsite to provide the required coverage for the new building.

Storm water detention is being handled via the existing detention basin on the east side of the site.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan amendment for 4235 SE Beisser Drive, subject to any remaining staff comments.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 8, 2022~~

~~March 30, 2022~~

April 18, 2022

Cooper Crawford & Associates

Attn: Keven Crawford

475 South 50th Street, Suite 800

West Des Moines, IA 50265

RE: 4235 SE Beisser Drive Site Plan Amendment

Dear Mr. Crawford:

The Development Services Department is in receipt of a proposed Site Plan Amendment for 4235 SE Beisser Drive. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide separate sheets for site plan layout, grading, utilities, landscaping, erosion control, and site detail sheet. The landscaping from the previous plan is not installed so the plantings will need to be installed with this site plan.~~
- ~~2. Label proposed use of the site. Based on parking calculation, industrial/manufacturing is proposed. Please provide calculations for office and industrial uses.~~
- ~~3. Label required vs provided open space.~~
- ~~4. As-built drawings to be submitted upon project completion.~~
- ~~5. Staff will need to determine if the existing watermain on the north side of the building is public or private. An IDNR permit will be required if public.~~
- ~~6. Provide lighting cut sheets.~~
7. Under site address, please add address for existing and new building. New building address is 4245 SE Beisser Dr.
8. Updated parking calculations to reflect office and warehouse parking requirements.

- a. 3 spaces/1000sf
- b. 1 space/2000 sf

Site Layout/Dimension Plan:

- 1. ~~Label lot dimensions.~~
- 2. ~~Label driveway dimensions, parking, ADA spaces, ADA signage, existing and proposed features, etc. on the site plan layout sheet. Label ADA sign locations.~~
- 3. ~~Label building dimensions.~~
- 4. ~~Label loading space dimensions at the docks.~~
- 5. ~~Is outdoor storage proposed on site. Please label location. What items are intended to be stored, if any?~~
- 6. ~~Only 32 parking spaces are shown but the parking calculations say there are 49 spaces. Are additional parking spaces proposed? Please label on the plans.~~
- 7. ~~Label curbs.~~
- 8. ~~Label sidewalk and width.~~
- 9. Label location of structure on the east side of the existing building. **Please label tank structure on east side of the existing building.**

Grading:

- 1. ~~Provide slopes and cross slopes for ADA parking spaces and ramps.~~

Utilities:

- 1. ~~Show fire and domestic services going into the building.~~
- 2. **Need permanent easement from Metro Waste for water main connection.**
- 3. **Has Mid American or Metro Waste approved the transformer location? The current location would require access through the Metro Waste property. An access easement or agreement will be required for the current location. With the heavy truck traffic through the private drive, location of the transformer may not be practical or desired by Metro Waste.**

- ~~4. Label existing utilities along SE Beisser Dr.~~
- ~~5. How does sanitary connect to SE Beisser Dr?~~
- ~~6. Label existing services to the existing building.~~
- ~~7. Label 150' hydrant coverage routes.~~
- ~~8. Provide watermain lengths.~~
- ~~9. A valve will be needed at the watermain connection to isolate new main from existing for installation and testing.~~
- ~~10. Provide 6" valve and 2" curb stop on service lines approx. 5' from the building.~~
- ~~11. Will sanitary sewer run to proposed warehouse?~~
- ~~12. Will existing storm outlet pipe at the basin be removed for 3" PVC installation?~~

Erosion Control:

9. Protect site outlet with appropriate measures.
10. Protect flume with sediment controls.
11. Submit SWPPP for review and \$250 fee. **Please provide \$250 fee.**
- ~~12. Provide the area of disturbance.~~
- ~~13. Provide scour protection for the outlet of the detention basin.~~
- ~~14. Provide perimeter sediment controls.~~
- ~~15. Provide location of project dumpster, portable restroom, concrete washout, and staging area.~~

Architecture:

- ~~1. Provide color elevations.~~
- ~~2. Label building materials.~~
- ~~3. Label building height.~~

~~4. Is roof mounted equipment proposed? Please provide screening from the ROW and provide screening details.~~

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: March 14, 2022
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: April 5, 2022 at 5:30 at the Grimes City Hall

COUNCIL MEETING: April 26, 2022 at 5:30 at the Grimes City Hall

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

OWNER/DEVELOPER

ASSK PROPERTIES, LC
3705 SE BEISSER DRIVE
GRIMES, IOWA 50111-4966

SITE ADDRESS

4235 BEISSER DRIVE
GRIMES, IOWA 50111

PARKING

REQUIRED: 1 STALL/1000 S.F. G.F.A. =49 STALLS
PROPOSED: 49 STALLS

ZONING

M-3 (HEAVY INDUSTRIAL)

SITE AREAS

EXISTING BUILDING 33,920 S.F. (18%)
PROPOSED BUILDING 15,146 S.F. (8%)
PAVING 73,332 S.F. (40%)
OPEN SPACE 63,932 S.F. (34%) (18,633 S.F. REQUIRED)
TOTAL 186,330 S.F. (100%)

LANDSCAPING

LANDSCAPING WILL BE REQUIRED TO BE BROUGHT INTO COMPLIANCE BASED ON THE ORIGINAL APPROVED SITE PLAN. THE APPROVED LANDSCAPE PLAN FROM 2003 IS ATTACHED FOR REFERENCE.

APPROXIMATE SCHEDULE

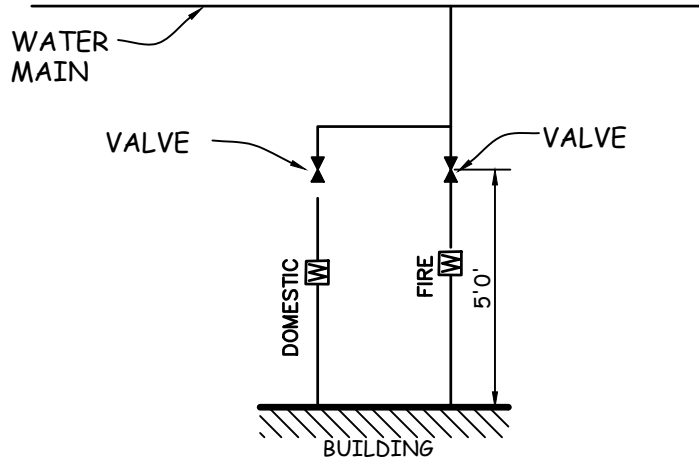
BEGIN CONSTRUCTION: MAY 2022*
END CONSTRUCTION: AUGUST 2022
* DEPENDS ON MATERIAL AVAILABILITY

LEGAL DESCRIPTION

PARCEL "A" OF 4, OF THE PLAT OF SURVEY RECORDED AT BOOK 10216, PAGE 687 AT THE POLK COUNTY RECORDER'S OFFICE, EXCEPT PARCEL "D" OF THE PLAT OF SURVEY RECORDED AT BOOK 15144, PAGE 207 AT THE POLK COUNTY RECORDER'S OFFICE

AND

PARCEL "A" OF 3, OF THE PLAT OF SURVEY RECORDED AT BOOK 10216, PAGE 688 AT THE POLK COUNTY RECORDER'S OFFICE.

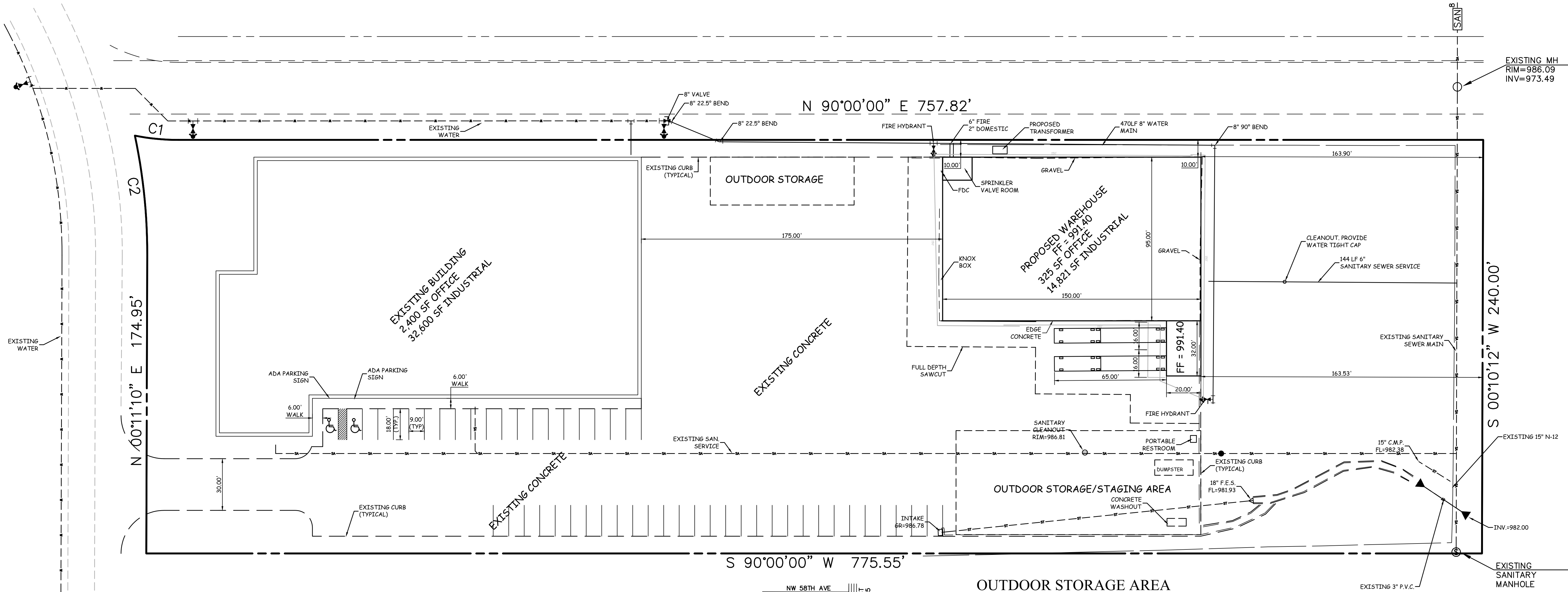


**SIZES PER MECHANICAL CONTRACTOR

WATER SERVICE DETAIL

NO SCALE

SITE PLAN
BEISSER
LUMBER
4235 BEISSER DRIVE



City of Grimes Standard Notes for Site Plans:

1. General Notes:

- All work shall be done in accordance with the current version of the Iowa Statewide Urban Design and Specifications for Public Improvements on the date of approval and the City of Grimes Supplemental Specifications.
- A preconstruction meeting is required prior to the start of construction. The Contractor shall be responsible to coordinate this meeting. Contact City of Grimes Engineering Dept. (515.986.4050).
- All permits (IDNR, SWP, IDOT, Army Corp., etc.) shall be obtained prior to the start of construction.
- 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.
- Typical Building Service Layout to reflect the City's service order from Left to right facing the lot, Sanitary, Water, Sump.
- A Knox box is required by the fire department and shall be obtained at Knoxbox.com.
- All site lighting shall not spill onto adjacent properties or right-of-ways.
- Provide a 4-year maintenance bond for all public improvements.

2. Sanitary Sewer Notes:

- 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.
- Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8" to 15").
- Sanitary gravity service pipe material shall be PVC SDR 23.5 (4" to 6").
- All sanitary sewer manholes shall have steps.
- All sanitary sewer manholes castings shall be sealed with Heat Shrink Sleeves.
- All sanitary sewer manhole castings located within pavement shall be Type B:PCC W/Adjusting Mechanism.
- Sanitary Sewer testing, cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.

3. Water Main Notes:

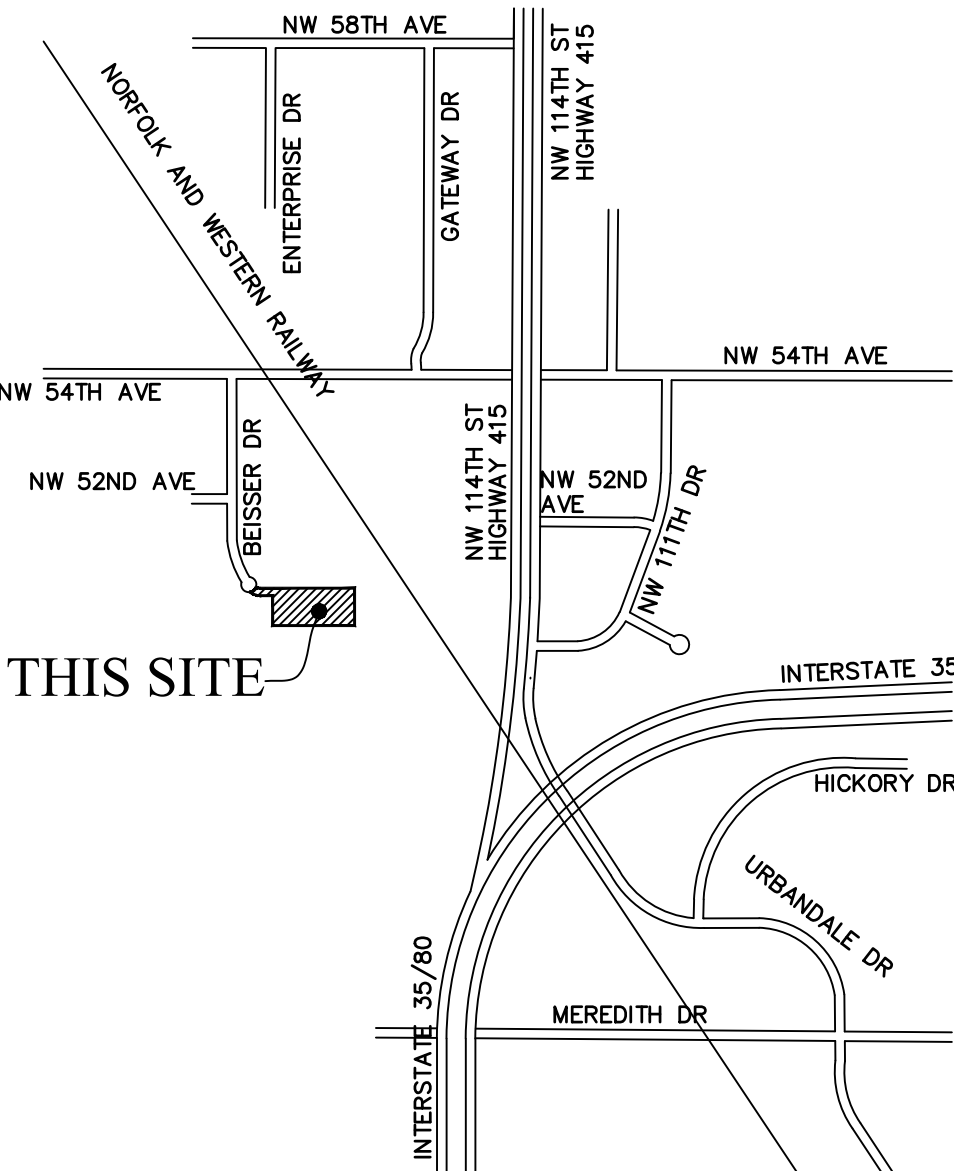
- All fire hydrants shall be American Flow Control-Waterous Pacer WB-67-250, Mueller Super Centurion 250 (3-way A-423), or Clow Medallion F-2545. All hydrants shall have the following: 6" MJ Shoe, 2-1/2" Hose Nozzle, 4-1/2" Steamer Nozzle, NST Threads, Pentagon Operating Nut, Chain on cap, open left, 5-1/2" bury, and factory painted red. The minimum spool pipe length from auxiliary valve to hydrant shoe shall be 2.0'.
- 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.
- A tracer wire receptacle shall be installed at each hydrant, AA Manufacturing Tracer Wire Receptacle Model TW-18-2.
- All valves shall be resilient wedge gate valves.
- Water service shall be 1-inch residential, 2" Commercial minimum type K copper.
- Proposed Water Main shall be pressure tested and chlorinated by the Developer. The filling of the water main shall be done by the City of Grimes. The Bacteria test and submittal of test to lab shall be done by the Developer and results provided to the City of Grimes Engineering Dept. and 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.
- All watermain fittings to be restrained joint, Mega-lug or approved equal.

4. Storm Sewer Notes:

- All storm sewer in the ROW shall be RCP, unless otherwise approved by the City.
- 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.
- 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.
- Storm Sewer cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.
- Use O ring gaskets on storm sewers crossing over watermain per IDNR requirement.

5. Signage Notes:

- All signage shall be supplied and installed by the Developer.
- All sign posts shall be Telespar 2"x2" square tube galvanized steel (14-gauge min.) with 7/16" knock-out style perforations that are pre-punched.



VICINITY SKETCH

NO SCALE

OUTDOOR STORAGE AREA

OUTDOOR STORAGE MATERIAL INCLUDE, BUT NOT LIMITED TO, DECKING, MICROLAM MATERIAL, SIDING AND OTHER BUILDING MATERIALS.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH.BEARING
C1	11°23'34"	128.55	25.57	25.52	S84°18'08"E
C2	11°49'03"	330.00	68.06	67.94	N05°54'32"W

LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- WATER MAIN & SIZE
- SANITARY SEWER & SIZE
- STORM SEWER & SIZE
- UNDERGROUND ELECTRIC CABLE
- UNDERGROUND TELEPHONE CABLE
- 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



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

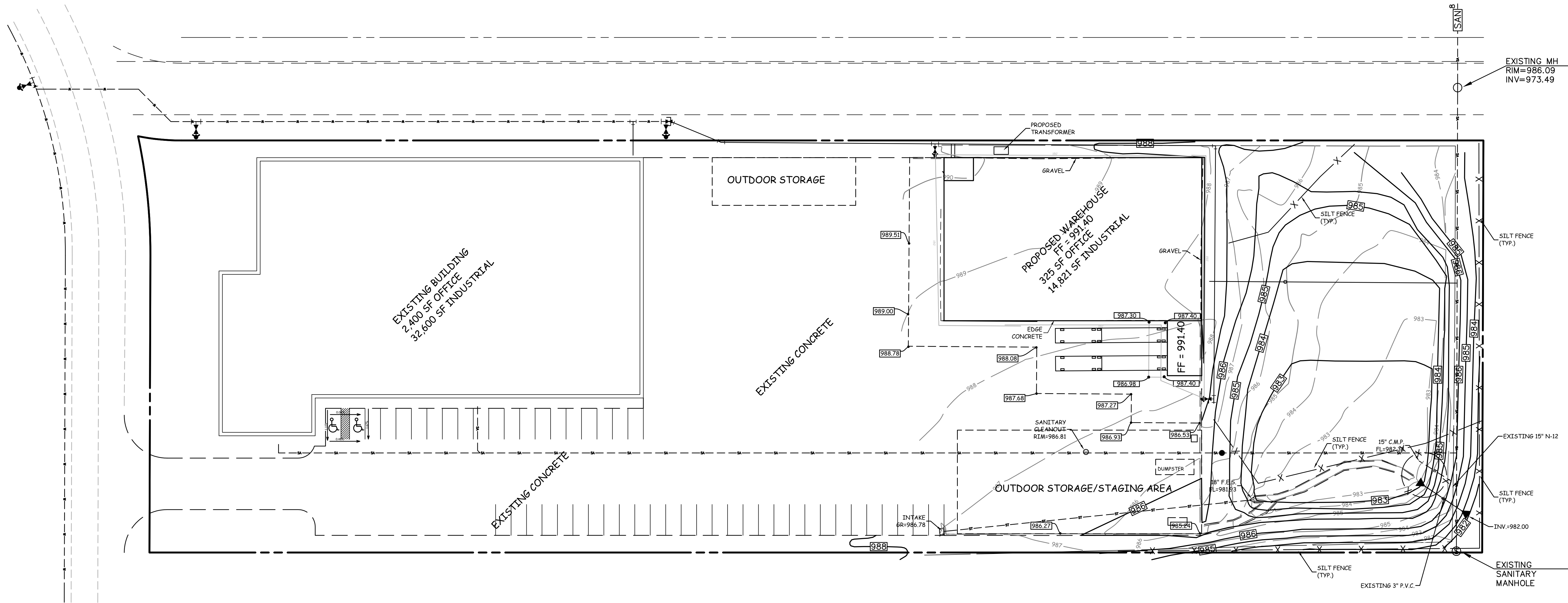
DATE: 2/22/2022
REVISIONS: 3/14/2022
4/05/2022

JOB NUMBER
CC
2551

APPROVED: --- INITIAL: --- AS-BUILT: ---
DIMENSION & UTILITY PLAN
BEISSER LUMBER
SHEET
1 OF 1

SITE PLAN
BEISSER
LUMBER
4235 BEISSER DRIVE

AREA OF DISTURBANCE
AREA = 1.447 ACRES



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- 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.
- 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.
- Storm Sewer cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.
- Use O ring gaskets on storm sewers crossing over watermain per IDNR requirement.

5. Signage Notes:

- All signage shall be supplied and installed by the Developer.
- All sign posts shall be Telespar 2"x2" square tube galvanized steel (14-gauge min.) with 7/16" knock-out style perforations that are pre-punched.

LEGEND

- EXISTING/PROPOSED
- 8" WATER MAIN & SIZE
 - 8" SANITARY SEWER & SIZE
 - 8" STORM SEWER & SIZE
 - U6E UNDERGROUND ELECTRIC CABLE
 - U6T UNDERGROUND TELEPHONE CABLE
 - CTV UNDERGROUND CABLE TV
 - 6" 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

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: 2/22/2022
REVISIONS: 3/14/2022
4/05/2022

JOB NUMBER
CC
2551

APPROVED: --- INITIALED: --- AS-BUILT: ---
GRADING & EROSION CONTROL
BEISSER LUMBER
SHEET
1 OF 1

D&D WEST HOMES

OWNER
BEISSER REALTY LC
POB 1161
FT DODGE, IA 50501

DEVELOPER
D&D WEST HOMES
2340 GRAND AVE
WEST DES MOINES, IA 50265

SITE ADDRESS
5120 BEISSER DRIVE
GRIMES, IOWA 50111

PARKING
REQUIRED: 1 STALL/1000 S.F. G.F.A. =34 STALLS
PROPOSED: 34 STALLS

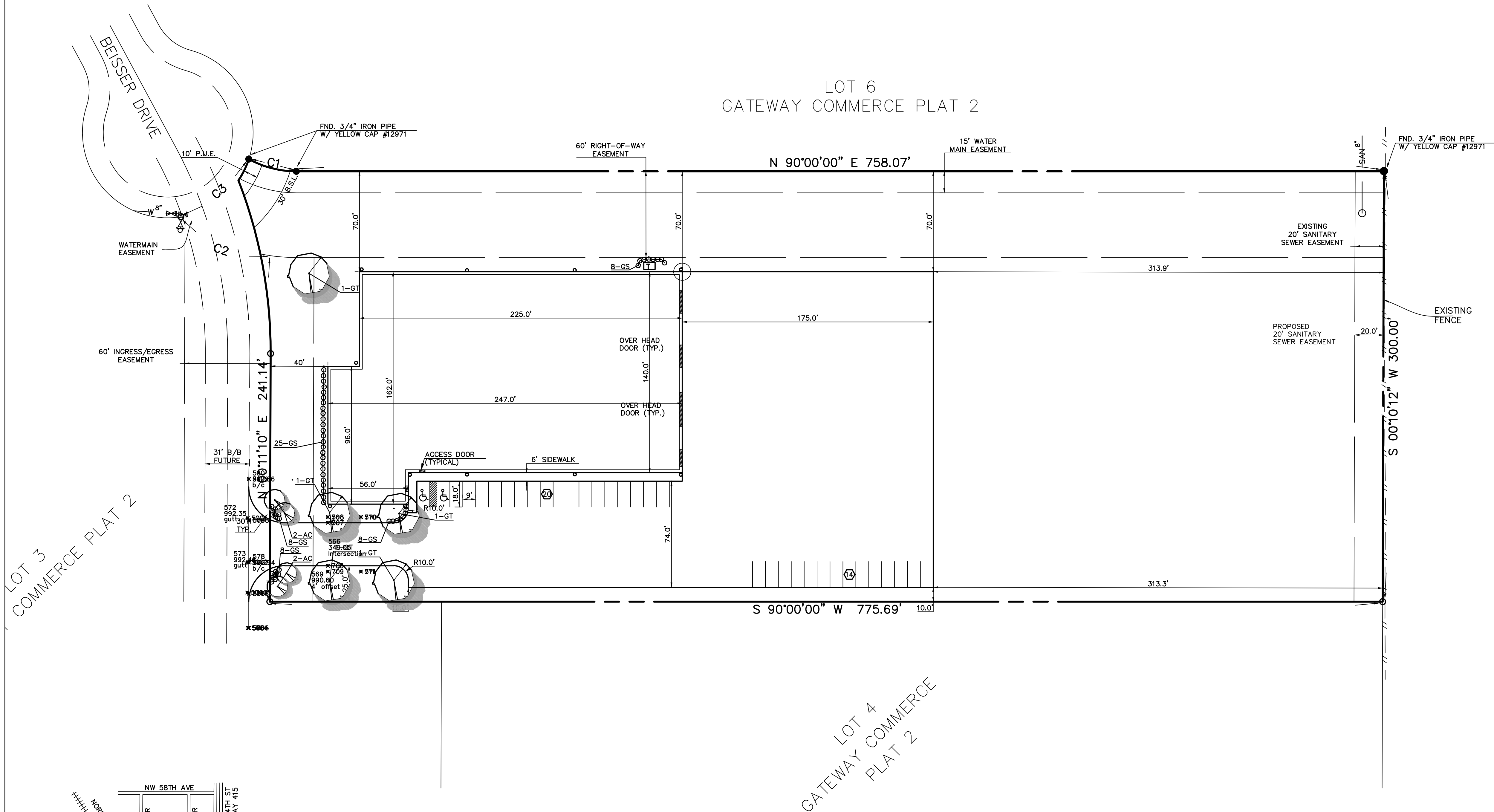
ZONING
M-3 (HEAVY INDUSTRIAL)

SITE AREAS
BUILDING 33,920 S.F. (14%)
PAVING 55,478 S.F. (24%)
OPEN SPACE 145,531 S.F. (62%)
TOTAL 234,929 S.F. (100%)

LANDSCAPING
REQUIRED:
2 TREE/ 3,000 S.F. REQUIRED OPEN SPACE (7 TREES)
1 SHRUB/ 1,000 S.F. REQUIRED OPEN SPACE (20 SHRUBS)
PROPOSED:
8 TREES
24 SHRUBS

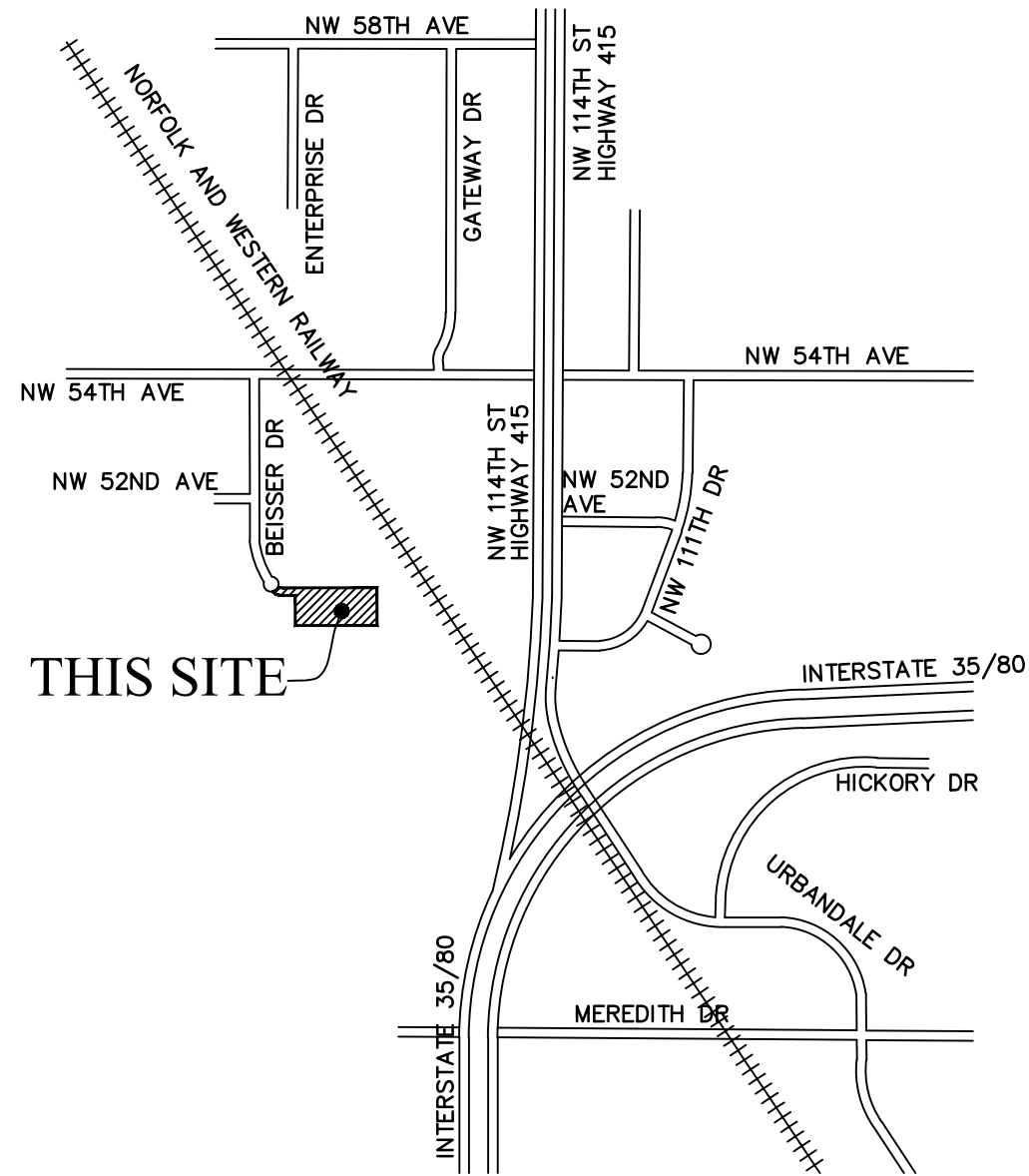
LEGAL DESCRIPTION
A PART OF LOT 4 GATEWAY COMMERCE PLAT 2, AN OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4 THENCE S00°10'12"W, 300.00 FEET ALONG THE EAST LINE OF SAID LOT 4 TO A POINT; THENCE S90°00'00"W, 656.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE N00°11'10"E, 239.92 FEET ALONG THE WEST LINE OF SAID LOT 4 TO A POINT; THENCE S90°00'00"W, 101.98 FEET ALONG THE WEST LINE OF SAID LOT 4 TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 128.55 FEET, AND A CHORD BEARING OF N70°36'29"W, AN ARC LENGTH OF 87.05 FEET ALONG THE WEST LINE OF SAID LOT 4 TO A POINT; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 59.50 FEET, AND A CHORD BEARING OF N49°42'26"E, AN ARC LENGTH OF 65.46 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 68.55 FEET, AND A CHORD BEARING OF S75°36'27"E, AN ARC LENGTH OF 34.57 ALONG THE NORTH LINE OF SAID LOT 4 TO A POINT OF TANGENCY; THENCE N49°00'00"E, 758.07 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING AND CONTAINING 4.73 ACRES MORE OR LESS.



LOT 3
COMMERCE PLAT 2

LOT 4
GATEWAY COMMERCE
PLAT 2



VICINITY SKETCH
NO SCALE

- ### PLANTING NOTES
- ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z601.1-1986).
 - THE LOCATIONS AND DIMENSIONS SHOWN ON PLAN FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE PLAN DOES NOT GARNET 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 EACH LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
 - ALL SITEWORK, SODDING, AND LANDSCAPING SHALL BE IN ACCORDANCE WITH 'WAUKEE STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.'
 - CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
 - DECIDUOUS TREES SHALL BE STAKED (2 STAKES) AND WRAPPED IMMEDIATELY AFTER PLANTING.
 - ALL TREES, SHRUBS, BEDS & GROUNDCOVER SHALL BE MULCHED WITH AT LEAST 3" OF SHREDDED BARK MULCH.
 - PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, DRAWING SHALL PREVAIL WHERE CONFLICT OCCURS.
 - ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF IDENTIFICATION TAGS, CONTAINERS, AND BURLAP CORDS ON ALL PLANT MATERIAL PRIOR TO COMPLETION OF THE CONTRACT.

PLANTING SCHEDULE

KEY	QUAN	BOTANICAL/COMMON NAME	SIZE	CONDITION	REMARKS
GT	5	Gleditsia triacanthos SKYLINE HONEYLOCUST	2" Cal.	TS/B&B	SEE PLAN
AC	4	Amelanchier canadensis SERVICEBERRY	1 1/2" Cal.	TS/B&B	MULTI-STEM
GS	57	Spiraea x 'Goldmound' GOLDMOUND SPIREA	18"-24"	Cont.	SEE PLAN

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH.BEARING
C1	28°53'37"	68.55	34.57	34.20	S75°36'27"E
C2	30°53'06"	128.55	69.29	68.46	S66°39'06"E
C3	63°02'04"	59.50	65.46	62.21	N49°42'26"E



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.

KEVEN J. CRAWFORD, IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2004
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1-2

COOPER CRAWFORD & ASSOCIATES, L.L.C.

CIVIL ENGINEERS

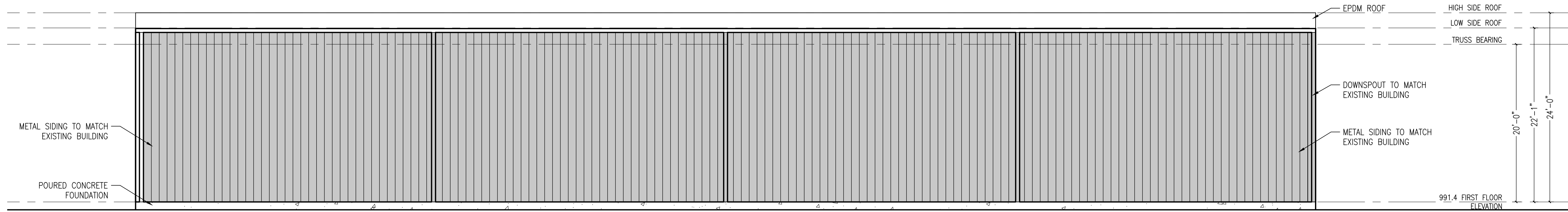
2167 GRAND AVENUE, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 8-5-2003
REVISIONS: 8-28-03
9-30-03
10-28-03

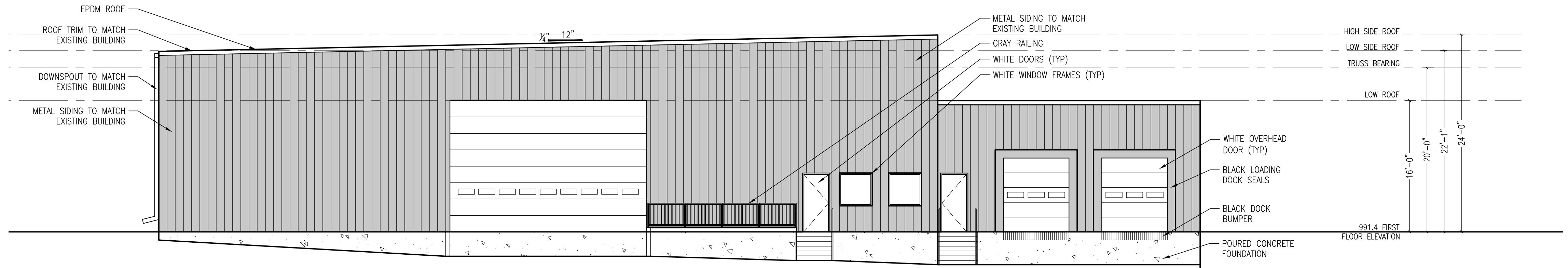
JOB NUMBER
CC 0035

DIMENSION / LANDSCAPE
D&D WEST HOMES

SHEET
1 OF 2



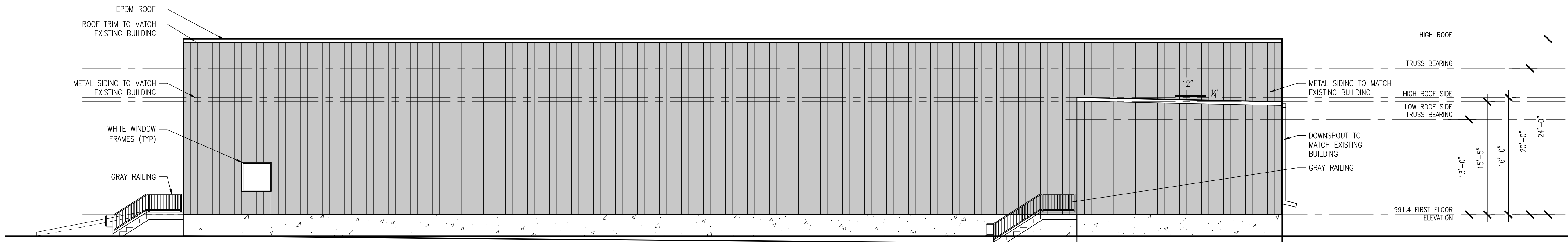
1 NORTH ELEVATION
A2.1 1/8" = 1'-0"



3 WEST ELEVATION
A2.1 1/8" = 1'-0"



2 EAST ELEVATION
A2.1 1/8" = 1'-0"



4 SOUTH ELEVATION
A2.1 1/8" = 1'-0"



ADJACENT BEISSER BUILDING



CLOSE UP OF METAL SIDING
MATCH COLOR AND PROFILE



This drawing is provided as a guide only. It is not to be used for construction or for any other purpose without the written consent of the Designer. The Designer shall not be responsible for any errors or omissions in this drawing. The user of this drawing shall be responsible for its accuracy and for its use in accordance with the applicable laws and regulations.

ISSUED / REVISION	DATE
SITE PLANS FOR REVIEW	9-27-2021

BEISSER WAREHOUSE
4235 SE Beisser Drive
Grimes, IA 50111

JOB NO. 2100TBD

TITLE

SHEET
A2.2



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

DCG High School Building Addition – Site Plan

SYNOPSIS:

The applicant is requesting approval of a site plan amendment, which will allow for the construction of a building addition on site. The proposed building will consist of 20,310 square feet of gym, fitness room, and office space. A sidewalk along the western edge of the high school will also be replaced. This site is located within the Transportation Corridor Mixed Use Development Overlay District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Site Plan - 2001

BOARD/COMMISSION ACTION(S):

Recommendation for Approval – Planning and Zoning, 04/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the site plan amendment for DCG High School Building Addition, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: April 5, 2022
RE: DCG High School Building Addition – Site Plan Amendment

GENERAL INFORMATION:

Applicant:	Dallas Center-Grimes Community School District
Requested Action	Site Plan Amendment
Location	2555 West 1 st Street

SUPPORTING INFORMATION:



Location Map

Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	School	School	A-1
North	Agriculture	Low Density Residential	N/ A
South	Agriculture	Mixed Use 1	R-4
East	Agriculture	Low Density Residential, Medium Density Residential, Mixed Use 1	N/ A
West	Agriculture	Medium Density Residential and Mixed Use 1	A-1

BACKGROUND:

The applicant is requesting approval of a site plan amendment to construct an addition to the Dallas Center-Grimes High School. The building addition is 20,310 square feet, and will consist of a gym, fitness room, and some office space. In addition, a sidewalk along the west edge of the high school is being replaced to address stormwater issues and allow a continuous pathway between the north and south of the high school. This site is located within the A-1 zoning district and the Transportation Corridor Mixed Use Development Overlay District.

ANALYSIS:*Building/Elevations:*

The addition will match the existing building, and will be primarily constructed of neutral-toned insulated precast wall panels. Translucent paneling and aluminum storefront will provide glazing elements to the south and west elevations.

Site Layout:

The site will be accessed off of an existing driveway from Highway 44. The building addition will be placed to the south of the existing Meadows School. The existing green space where the addition will be constructed will be torn out, including the existing concrete pathways. A 6-foot sidewalk path with ADA ramps and landings will be installed along the existing sidewalk just north of the Dallas Center-Grimes Community School District Administration Center parking lot.

An existing light pole to the right of the addition will remain. Wall-mounted lights along the south elevation of the building, and the existing light poles from the administration center parking lot, will provide enough illumination at night.

In addition to the building addition, an existing sidewalk along the western edge of the high school will be torn out and replaced. The existing sidewalk had an inadequate slope, which is

creating ponding issues from stormwater overflow. The sidewalk replacement will fix this and provide a continuous access to the north and south portions of the high school.

Parking:

The existing site provides a total of 820 parking stalls. The proposed addition will not increase the number of staff or students who attend the high school, so no additional parking spaces will be proposed with this site plan.

Landscaping/Streetscape:

Three trees and an existing shrub are proposed to be removed for the addition and sidewalk replacement. No landscaping is proposed to be planted near the new addition, as the school district has dealt with confusion from the public on locating the main entrances. Two autumn blaze maple trees and one swamp white oak tree is proposed to be planted near the sidewalk replacement, along the western edge of the high school.

Utilities:

Existing storm sewer lines and manholes will be removed and replaced. Water mains will be replaced and tie back into the existing building. A hydrant located in the existing green space will be removed and placed an additional 60 feet south by the new sidewalk and administration center parking lot. The hydrant's radius will reach the new building addition.

Water service will be shut down during the relocation process, but has been coordinated with Bishop Engineering and the Johnston-Grimes Fire Marshal to ensure that shutdowns only happen on the weekends or when the building is unoccupied.

STAFF RECOMMENDATION:

Staff would recommend approval of the site plan amendment for the Dallas Center-Grimes High School Building Addition, subject to any remaining staff comments.

CITY OF GRIMES

Molly Mannel
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 8, 2022~~

~~March 22, 2022~~

April 6, 2022

Bishop Engineering

Attn: Joel Jackson

3501 104th Street

Urbandale, Iowa 50322

RE: Dallas Center-Grimes High School Building Addition

Dear Mr. Jackson:

The Development Services Department is in receipt of a proposed Site Plan Amendment for the Dallas Center-Grimes High School Building Addition. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Provide parking calculations (existing and proposed).~~
2. ~~Please update the city's standard notes — standard notes are provided.~~
3. ~~Please revise the Zoning to state that the property is within the Transportation Overlay District.~~
4. ~~What is the intent of removing and replacing the sidewalk on the west side of the building? Is this path intended to be used in the evenings? Is lighting necessary along the building?~~
5. ~~As-built drawings to be submitted upon project completion.~~
6. Update SWPPP notes with NPDES Permit Number

Page – 102:

1. ~~Why are the trees proposed to be removed? Can they remain in place?~~ ~~Can any of the trees be replanted?~~

Page – C201:

1. ~~Staff would suggest adding lighting along the sidewalk on the south side of the addition. Provide lighting cut sheets and locations.~~

Page – C301

1. ~~Is it possible to shift the west sidewalk ramp along the parking lot to the east a little bit? It seems a little odd to have the ramp lead straight into the parking stalls.~~

Page – C401

1. ~~Is a new sanitary connection proposed to the bathrooms?~~
2. ~~Utilize an Inserta Tee or approved equal for the sanitary sewer service connection to the existing sanitary main.~~
3. ~~Will the entire watermain need to be shut down during relocation? (Awaiting possible comments from Johnston-Grimes Metro Fire Department).~~
4. ~~Where is the water going to feed into the new addition?~~

Page – C402

1. ~~Is lighting already located along the sidewalk? If so, label locations.~~

Page – C501

1. ~~Staff would like to see some landscaping added along the south side of the building addition and at the sidewalk and drop off “intersection” similar to what is existing today.~~

Page C-701

1. ~~Protect existing area intakes near the project.~~
2. ~~Provide location of project dumpster, portable restroom, concrete washout, and staging area.~~
3. ~~Is there going to be construction fencing installed to keep students and unauthorized individuals out of the jobsite?~~
4. ~~Be sure the staging area (location of dumpster, portable toilet, equipment staging, and concrete washout) is noted on the map once the final location is decided.~~

Architecture:

1. ~~Label building lighting locations and provide cut sheets.~~
2. ~~Is roof mounted equipment proposed? If so, all units will need to be screened from the ROW. Provide screening details.~~

SWMP

1. ~~Table 3.1: Flow rates are higher than existing report between years 1-10, but are lower than existing from years 25-100. There's increased runoff due to additional impervious area. Double check model.~~
2. ~~Pond 1: lower orifice A slope to 0.20% to match proposed storm sewer.~~
3. ~~How is the WQv for the addition being treated?~~

SWPPP

1. ~~Update General Contractor and Erosion & Sediment Control/SWPPP Inspection Contractor information once available.~~
2. ~~Provide Notice of Intent.~~
3. ~~Provide Affidavit of Public Notification.~~
4. ~~Provide IDNR Letter of Authorization.~~
5. ~~Provide a copy of Notice of Discontinuation within Appendix as stated in the plan.~~
6. ~~Sign Owner & Contractor Certifications.~~
7. ~~Include the following site plans:~~
 - ~~○ Grading plan~~
 - ~~○ Erosion and Sediment Control plan~~
8. ~~Include dewatering protocols found in Part III.C.4 of General Permit No. 2~~
9. ~~Include a description of controls.~~
10. ~~Include prohibited discharges.~~
11. ~~Confirm soil survey map is for project location.~~

12. Page 23—Under Owner Duties and Responsibilities—Please change bullet point about final stabilization to *70% vegetative density over 100% of the site* as that is the requirement per General Permit No. 2.

~~13. Sign contractor and sub-contractor certification statement~~

Construction Drawings (CDs)

1. ~~C401: Are there 2 roof drain connections on the west side of the building? Storm Sewer spreadsheet in SWMP shows the entire roof draining to one.~~

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: ~~March 14, 2022~~
 ~~March 28, 2022~~
 (1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: April 5, 2022 at 5:30 at the Grimes City Hall

COUNCIL MEETING: April 26, 2022 at 5:30 at the Grimes City Hall

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Molly Mannel
Assistant Planner

DALLAS CENTER-GRIMES HIGH SCHOOL

BUILDING ADDITION

SHEET INDEX:

C-001 COVER SHEET
C-002 - C-003 SITE SURVEY
C-101 - C-102 DEMO PLAN
C-201 - C-202 LAYOUT PLAN
C-301 - C-302 GRADING PLAN
C-401 - C-402 UTILITY PLAN
C-501 - C-502 LANDSCAPE PLAN
C-601 DETAILS SHEET
C-701 - C-702 SWPPP

PROPERTY DESCRIPTION:

DALLAS CENTER-GRIMES HIGH SCHOOL PLAT 1 LOT 1

ADDRESS:

2555 WEST 1ST STREET
GRIMES, IOWA 50111

OWNER/PREPARED FOR:

DALLAS CENTER - GRIMES COMMUNITY SCHOOL DISTRICT
1205 13TH STREET
DALLAS CENTER, IOWA 50603

ZONING:

INFORMATION OBTAINED FROM:
OFFICIAL ZONING MAP OF GRIMES, IOWA DATED 3-1-2019
ZONED: A-1 (AGRICULTURAL DISTRICT) & TRANSPORTATION OVERLAY DISTRICT

FOR AN OFFICIAL ZONING REPORT PLEASE CALL:
THE CITY OF GRIMES AT (515) 986-3036

PARKING REQUIREMENTS:

PARKING REQUIREMENTS: 1 SPACE PER EMPLOYEE, PLUS 1 SPACE PER 4 STUDENTS
AT CAPACITY, PLUS 1 SPACE PER 4 SEATS IN THE AUDITORIUM OR GYMNASIUM
EXISTING AND PROPOSED EMPLOYEES = 120 STAFF
EXISTING AND PROPOSED ENROLLMENT = 1225 STUDENTS
AUDITORIUM SEATING CAPACITY = 650 SEATS
GYMNASIUM SEATING CAPACITY = 2302 SEATS
DAYTIME PARKING REQUIRED = 120 + 1225/4 = 427 STALLS
EVENING PARKING REQUIRED = 550/4 + 2302/4 = 738 STALLS
EXISTING AND PROPOSED PARKING COUNT ON HIGH SCHOOL = 723 STALLS
EXISTING AND PROPOSED PARKING COUNT ON ADMIN SITE = 97 STALLS
TOTAL PARKING AVAILABLE = 820 STALLS

IMPERVIOUS SURFACE:

EXISTING IMPERVIOUS SURFACE REMOVED = 21,400 SF
PROPOSED IMPERVIOUS SURFACE ADDED = 36,100 SF
NET INCREASE IN IMPERVIOUS SURFACE = 14,700 SF

BENCHMARK:

BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS
DATUM = NAD 83, IOWA SOUTH
BENCHMARK DATUM = NAVD88, GEOID 18

POINT # 9000, NORTH OF THE GEOTHERMALS

NORTHING = 616,416.52

EASTING = 1,553,182.51

ELEVATION = 993.57

DESCRIPTION: 3" IRON PIPE W/ RED PLASTIC CAP

CONSTRUCTION SCHEDULE:

START JULY 2022

END AUGUST 2023

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS AND ANY AND ALL CITY/COUNTY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF GRIMES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF GRIMES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

PAVING NOTES:

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF GRIMES STANDARD SPECIFICATIONS AND THE CURRENT VERSION OF SUDAS.
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUB BASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

UTILITY NOTES:

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2%. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
- MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. TELEVISION OF THE SANITARY SEWER SYSTEM SHALL BE COMPLETED PRIOR TO PAVING UNLESS OTHERWISE APPROVED BY JURISDICTION.
- WATERMAINS SHALL BE C-900. SIZE OF WATERMAIN AS SHOWN ON PLANS.
- THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
- PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- 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.
- THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.

SOILS REPORT:

- REFERENCE ALLENDER BUTZKE SOILS REPORT (211505) FOR ADDITIONAL SOILS INFORMATION INCLUDING BUT NOT LIMITED TO SUBGRADE INFORMATION, FOOTING DESIGN, AND ANY POSSIBLE OVER EXCAVATION DUE TO POOR SOILS. PAVEMENT SECTIONS ON THE PLANS GOVERN OVER PAVEMENT THICKNESS IN THE SOILS REPORT.

AS-BUILT REQUIREMENTS:

- CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING AS-BUILT INFORMATION TO BISHOP ENGINEERING IN AUTOCAD FORMAT. BISHOP ENGINEERING WILL PROVIDE THE CITY WITH AN AS-BUILT PDF AND CAD FILE.
 - AS-BUILT LENGTH, SIZE, AND MATERIAL OF ALL INSTALLED LINES.
 - AS-BUILT LOCATIONS OF ALL INSTALLED HYDRANTS, VALVES, CURBS STOPS, VAULTS, PITS, SERVICES, ETC.
 - AS-BUILT LOCATIONS OF ALL WATER LINE BENDS, TEES, COUPLINGS, CROSSINGS, ETC
- SANITARY SEWER:
 - AS-BUILT LENGTH, SIZE, SLOPE AND MATERIAL OF ALL INSTALLED LINES, INCLUDING ALL INCOMING AND OUTGOING INVERTS.
 - AS-BUILT LOCATIONS OF ALL MANHOLES, CLEANOUTS, TRAPS/SEPARATORS, SERVICE LINES, ETC WITH RIM AND INVERT ELEVATION.
- STORM SEWER:
 - AS-BUILT LENGTH, SIZE, SLOPE AND MATERIAL OF ALL INSTALLED LINES, INCLUDING ALL INCOMING AND OUTGOING INVERTS.
 - AS-BUILT LOCATIONS OF ALL MANHOLES, CLEANOUTS, TRAPS/SEPARATORS, SERVICE LINES, ETC WITH RIM AND FLOWLINE ELEVATION.
- ADA RAMPS AND SIDEWALKS:
 - AS-BUILT POINT ELEVATIONS AND SLOPES OF ALL SIDEWALK RAMPS AND LANDINGS.
 - BISHOP ENGINEERING SHALL PROVIDE CERTIFICATION THAT ALL RAMPS AND LANDINGS MEET ADA AND PROWAG REQUIREMENTS.



UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

WETLAND NOTES:

- BISHOP ENGINEERING DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

SURVEY NOTES:

- SURVEY WORK WAS COMPLETED BY BISHOP ENGINEERING ON 11-15-2021. SEE SITE SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.

SPECIFICATIONS NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE DALLAS CENTER-GRIMES HIGH SCHOOL ADDITION PROJECT SPECIFICATIONS, THE CITY OF GRIMES SPECIFICATIONS AND SUDAS SPECIFICATIONS.
- FOR ANY DISCREPANCIES BETWEEN THE DALLAS CENTER-GRIMES HIGH SCHOOL ADDITION PROJECT SPECIFICATIONS AND THE CURRENT EDITION OF IOWA SUDAS, THE PROJECT SPECIFICATION SHALL GOVERN UNLESS DIRECTED OTHERWISE BY THE CITY OF GRIMES OR THE PROJECT ENGINEER.
- FOR ALL SPECIFICATION DISCREPANCIES, PROJECT ENGINEER SHALL BE CONTACTED PRIOR TO PROCEEDING WITH CONSTRUCTION. IF ENGINEER IS NOT CONTACTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PROBLEMS THAT RESULT FROM SAID DISCREPANCIES.
- FOR ALL SPECIFICATION DISCREPANCIES, CONTRACTOR MUST OBTAIN WRITTEN APPROVAL FROM THE CITY OF GRIMES ENGINEERING DEPARTMENT FOR ANY CHANGES TO PROPOSED SITE INFRASTRUCTURE OR GRADES PRIOR TO PROCEEDING WITH ANY CHANGES.

STAKING NOTES:

- CONTRACTOR IS REQUIRED TO HAVE ALL STAKING DONE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR AND IN COORDINATION WITH THE PROJECT ENGINEER.
- CONTRACTOR IS REQUIRED TO HAVE ALL STAKING DONE DIRECTLY UNDER THE GENERAL CONTRACTOR BY A SINGLE COMPANY.
- STAKING DOES NOT RELIEVE CONTRACTOR OF ULTIMATE RESPONSIBILITY TO CONSTRUCT THE PROJECT PER PLAN.

SWPPP NOTES:

- STORM WATER POLLUTION PREVENTION PLAN HAS BEEN PREPARED BY BISHOP ENGINEERING. CONTACT JAMES RODEMYER (515-276-0467) FOR A COPY OF THE SWPPP.
- NPDES PERMIT AUTHORIZATION NUMBER: TBD

EARTHWORK BALANCE NOTES:

- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY. CONTRACTOR RESPONSIBLE FOR MAKING THE SITE EARTHWORK BALANCE.
- THIS INCLUDES BUT IS NOT LIMITED TO TOPSOIL, POOR SOILS AND STRUCTURAL FILL NECESSARY TO MEET PROJECT PLANS AND SPECIFICATIONS.

CITY OF GRIMES STANDARD NOTES:

- GENERAL NOTES:
 - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
 - A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
 - ALL PERMITS (IDNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
 - 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.
 - TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP.
 - A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT AND SHALL BE OBTAINED AT KNOXBOX.COM.
 - ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS.
 - PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS.
- SANITARY SEWER NOTES:
 - 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.
 - SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
 - SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
 - ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
 - ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
 - ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B/PCP W/ADJUSTING MECHANISM.
 - SANITARY SEWER TESTING, CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.
- WATER MAIN NOTES:
 - 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" MU 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'.
 - 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.
 - A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
 - ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
 - WATER SERVICE SHALL BE 1-INCH RESIDENTIAL, 2" COMMERCIAL MINIMUM TYPE K COPPER.
 - PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE DEVELOPER. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND 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.
 - ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.
- STORM SEWER NOTES:
 - ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
 - 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.
 - 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.
 - STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.
 - USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.
- SIGNAGE NOTES:
 - ALL SIGNAGE SHALL BE SUPPLIED AND INSTALLED BY THE DEVELOPER.
 - ALL SIGN POSTS SHALL BE TELES PAR 2'X2' SQUARE TUBE GALVANIZED STEEL (14-GAUGE MIN.) WITH 7/16" KNOCK-OUT STYLE PERFORATIONS THAT ARE PRE-PUNCHED.



LEGEND:

- SAN — SANITARY SEWER
- ST — STORM SEWER
- W — WATER LINE
- G — GAS LINE
- UE — UNDERGROUND ELECTRIC
- OE — OVERHEAD ELECTRIC
- TELE — TELEPHONE LINE
- F/O — FIBER OPTIC
- CATV — CABLE TV
- ⊙ STORM MANHOLE
- ⊙ CURB INTAKE
- ⊙ SURFACE INTAKE
- ⊙ FLARED END SECTION
- ⊙ SANITARY MANHOLE
- ⊙ CLEANOUT
- ⊙ FIRE HYDRANT
- ⊙ SPRINKLER
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ WATER MANHOLE
- ⊙ WELL
- ⊙ WATER VALVE
- ⊙ WATER SHUT OFF
- ⊙ YARD HYDRANT
- ⊙ ELECTRIC MANHOLE
- ⊙ ELECTRIC METER
- ⊙ ELECTRIC RISER
- ⊙ ELECTRIC VAULT
- ⊙ POWER POLE
- ⊙ TRANSFORMER POLE
- ⊙ LIGHT POLE
- ⊙ ELECTRIC JUNCTION BOX
- ⊙ ELECTRIC PANEL
- ⊙ TRANSFORMER
- ⊙ GROUND LIGHT
- ⊙ GUY WIRE
- ⊙ ELECTRIC HANDHOLE
- ⊙ GAS METER
- ⊙ GAS VALVE
- ⊙ AIR CONDITIONING UNIT
- ⊙ TELEPHONE RISER
- ⊙ TELEPHONE VAULT
- ⊙ TELEPHONE MANHOLE
- ⊙ TRAFFIC SIGNAL MANHOLE
- ⊙ FIBER OPTIC MANHOLE
- ⊙ FIBER OPTIC RISER
- ⊙ FIBER OPTIC VAULT
- ⊙ CABLE TV RISER
- ⊙ SIGN
- BOLLARD
- DENOTES NUMBER OF PARKING STALLS
- PROPERTY CORNER - FOUND AS NOTED
- PROPERTY CORNER- PLACED AS NOTED
- SECTION CORNER - FOUND AS NOTED

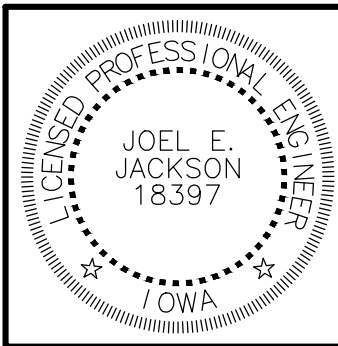
ABBREVIATIONS:

AC ACRES
ASPH ASPHALT
BK BOOK
CONC CONCRETE
D DEEDED DISTANCE
EX EXISTING
ENCL ENCLOSURE
FF FINISHED FLOOR
FL FLOW LINE
FRAC FRACTIONAL
M MEASURED DISTANCE
MH MANHOLE
OPC ORANGE PLASTIC CAP
P PLATTED DISTANCE
PG PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRA PREVIOUSLY RECORDED AS
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
RCP RED PLASTIC CAP
SF SQUARE FEET
SAN SANITARY
TYP TYPICAL
YPC YELLOW PLASTIC CAP
N NORTH
S SOUTH
E EAST
W WEST

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.

SIGNED: JOEL E. JACKSON, P.E. 18397 DATE: _____

LICENSE RENEWAL DATE: DEC. 31, 2022 C-001 - C-702



3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515) 276-0467 Fax: (515) 276-0417
Civil Engineering & Land Surveying Established 1959

ADDITION AND RENOVATION TO
DC-G HIGH SCHOOL
DALLAS CENTER - GRIMES COMMUNITY SCHOOL DISTRICT
GRIMES, IOWA

PROJECT NO.:

826g06

DATE:

MAY 2022

REVISIONS:
02/28/22 - 1ST CITY SET
03/11/22 - 2ND CITY SET
03/28/22 - 3RD CITY SET

DRAWING TITLE:

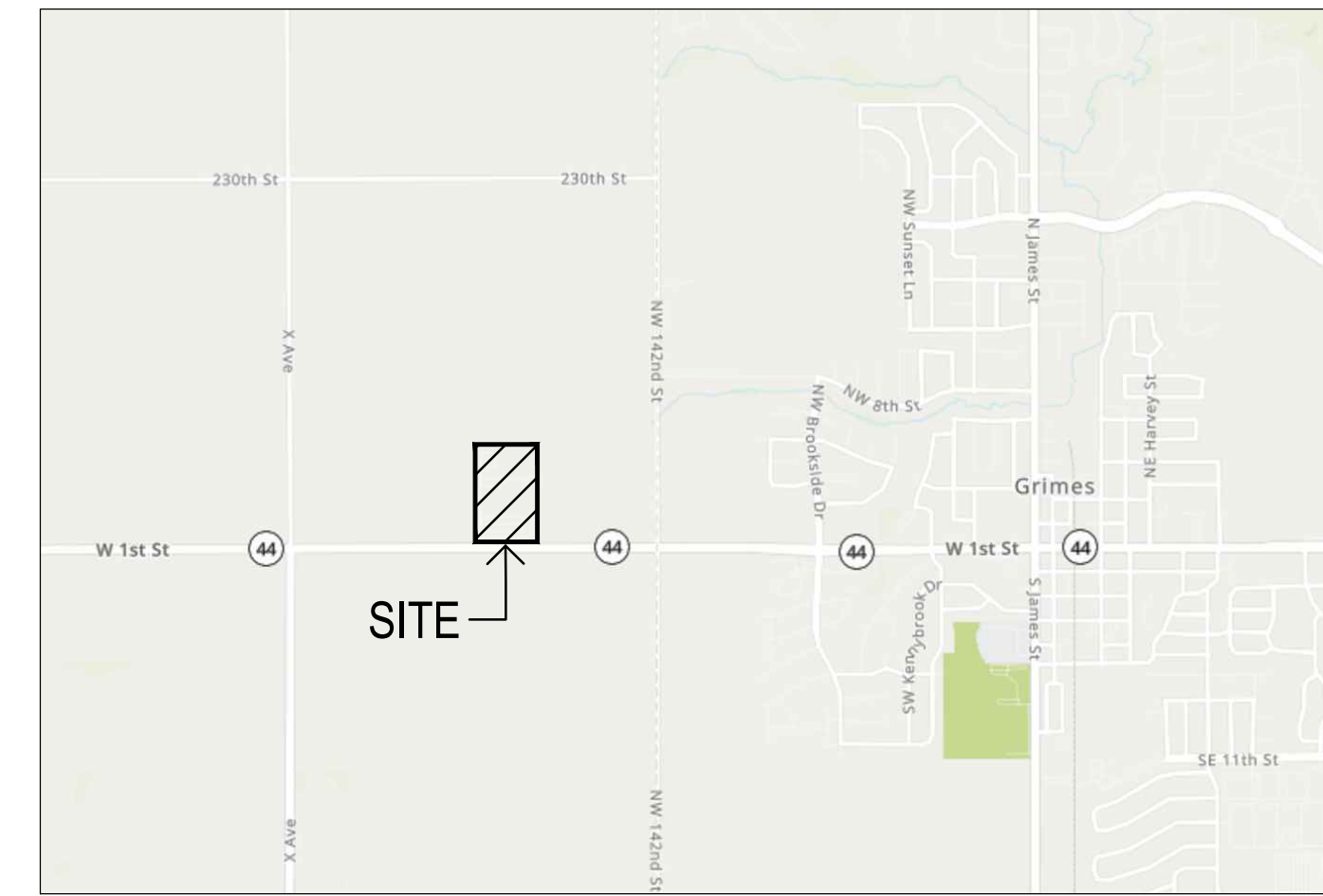
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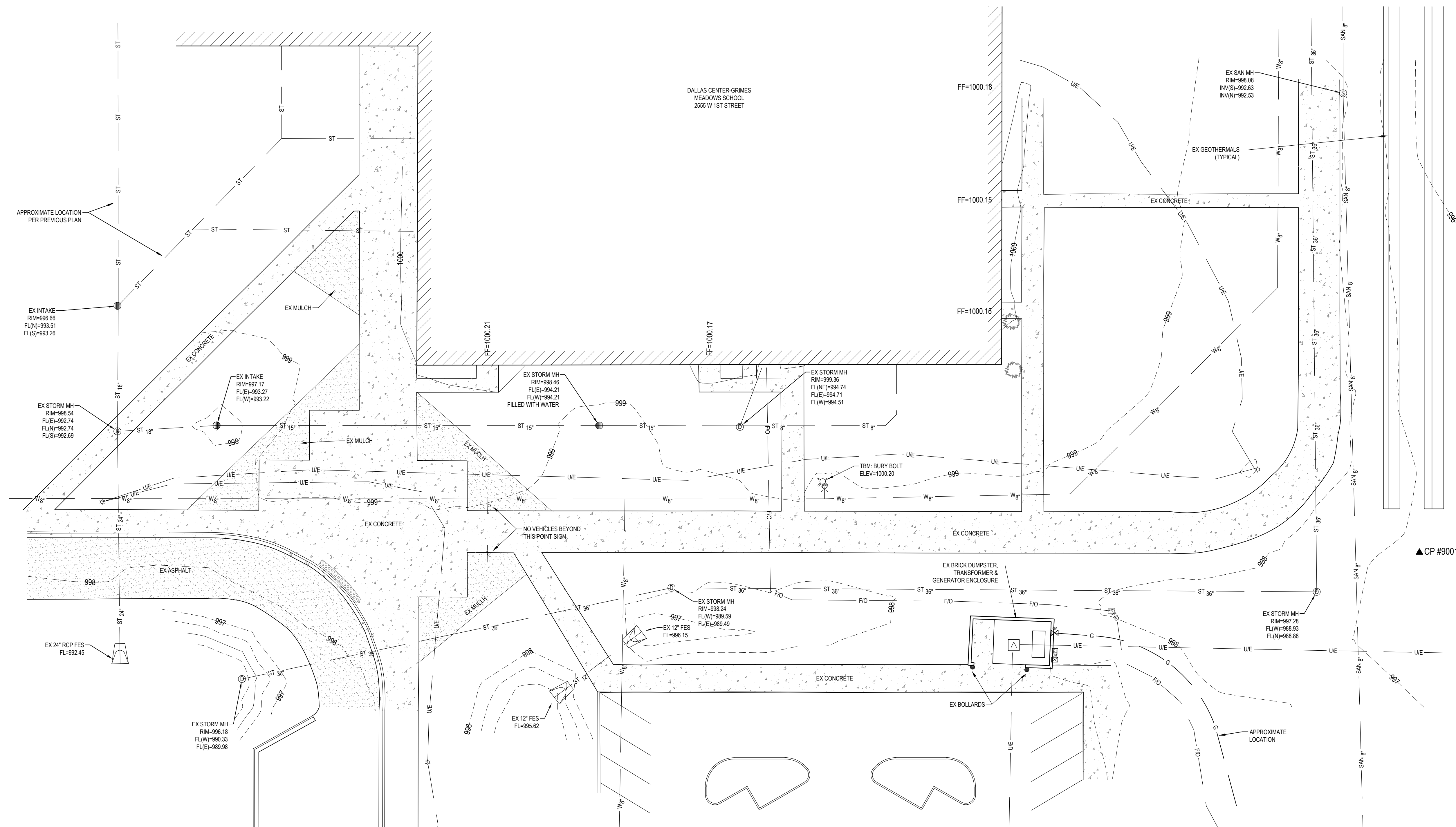
C-001

DALLAS CENTER-GRIMES HIGH SCHOOL

SITE SURVEY



VICINITY MAP
(NOT TO SCALE)



ADDRESS:
2555 WEST 1ST STREET
GRIMES, IOWA 50111

OWNER:
DALLAS CENTER - GRIMES COMMUNITY SCHOOL DISTRICT
PO BOX 680
2405 WEST 1ST STREET
GRIMES, IOWA 50111

PREPARED FOR:
DALLAS CENTER - GRIMES COMMUNITY SCHOOL DISTRICT
1205 13TH STREET
DALLAS CENTER, IOWA 50063

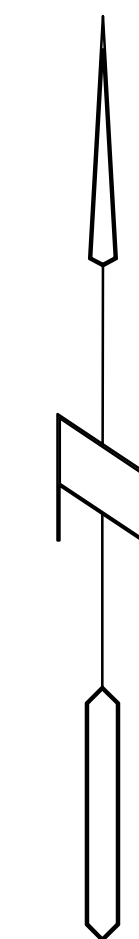
ZONING:
 INFORMATION OBTAINED FROM:
 OFFICIAL ZONING MAP OF GRIMES, IOWA DATED 3-01-2019
 ZONED: A-1 (AGRICULTURAL DISTRICT)

FOR AN OFFICIAL ZONING REPORT PLEASE CALL:
THE CITY OF GRIMES AT (515) 986-3036

SITE CONTROL AND BENCHMARKS:
BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS
DATUM = NAD 83, IOWA SOUTH
BENCHMARK DATUM = NAVD88, GEOID 18

POINT # 9001, SOUTH OF THE GEOTHERMALS
NORTHING = 615,750.80
EASTING = 1,553,155.94
ELEVATION = 996.71
DESCRIPTION: 3/4" IRON PIPE W/ RED PLASTIC CAP

NOTES:
1. PARENTHESIS () DENOTES PREVIOUSLY RECORDED BEARINGS AND DISTANCES



GRAPHIC SCALE

30 0 15 30 60

SCALE: 1" = 30'

FIELD WORK COMPLETED ON: 11-15-2021

LEGEND:											
— SAN —	SANITARY SEWER		CURB INTAKE		WATER VALVE		ELECTRIC JUNCTION BOX		TELEPHONE VAULT		PROPERTY CORNER - FOUND AS NOTED
— ST —	STORM SEWER		SURFACE INTAKE		WATER SHUT OFF		ELECTRIC PANEL		TELEPHONE MANHOLE		PROPERTY CORNER, PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID # 14775 OR AS NOTED
— W —	WATER LINE		FLARED END SECTION		YARD HYDRANT		TRANSFORMER		TRAFFIC SIGNAL MANHOLE		SECTION CORNER - FOUND AS NOTED
— G —	GAS LINE		SANITARY MANHOLE		ELECTRIC MANHOLE		GROUND LIGHT		FIBER OPTIC MANHOLE		
— UE —	UNDERGROUND ELECTRIC		CLEANOUT		ELECTRIC METER		GUY WIRE		FIBER OPTIC RISER		
— OE —	OVERHEAD ELECTRIC		FIRE HYDRANT		ELECTRIC RISER		ELECTRIC HANDHOLE		FIBER OPTIC VAULT		SITE CONTROL POINT - MONUMENT AS NOTED
— TE —	TELEPHONE LINE		SPRINKLER		ELECTRIC VAULT		GAS METER		CABLE TV RISER		
— FO —	FIBER OPTIC		IRRIGATION CONTROL VALVE		POWER POLE		GAS VALVE		SIGN		
— CATV —	CABLE TV		WATER MANHOLE		TRANSFORMER POLE		AIR CONDITIONING UNIT		BOLLARDS		
	STORM MANHOLE		WELL		LIGHT POLE		TELEPHONE RISER		DENOTES NUMBER OF PARKING STALLS		

ABBREVIATIONS:					
AC	ACRES	MH	MEASURED DISTANCE	RPC	RED PLASTIC CAP
ASPH	ASPHALT	M	MANHOLE	SF	SQUARE FEET
BK	BOOK	OPC	ORGANIC PLASTIC CAP	SAN	SANITARY
CONC	CONCRETE	P	PLATED DISTANCE	TPY	TYPICAL
FL	FLOOR LINE	PG	PAGE	YPC	YELLOW PLASTIC CAP
EX	EXISTING	POB	POINT OF BEGINNING	N	NORTH
ENCL	ENCLOSURE	POC	POINT OF COMMENCEMENT	S	SOUTH
FF	FINISHED FLOOR	PRA	PREVIOUSLY RAKED	E	EAST
FL	FLOOR LINE	PUE	PUBLIC UTILITY EASEMENT	W	WEST
FRAC	FRACTIONAL	ROW	RIGHT OF WAY		

UTILITY NOTE:
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT. A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

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Civil Engineering & Land Surveying Established 1959

ADDITION AND RENOVATION TO
DC-G HIGH SCHOOL
DALLAS CENTER - GRIMES COMMUNITY SCHOOL DISTRICT
GRIMES, IOWA

PROJECT NO.:
826g06

DATE:

MAY 2022

REVISIONS:

02/28/22 - 1ST CITY SET
03/11/22 - 2ND CITY SET
03/28/22 - 3RD CITY SET

DRAWING TITLE:

SITE SURVEY

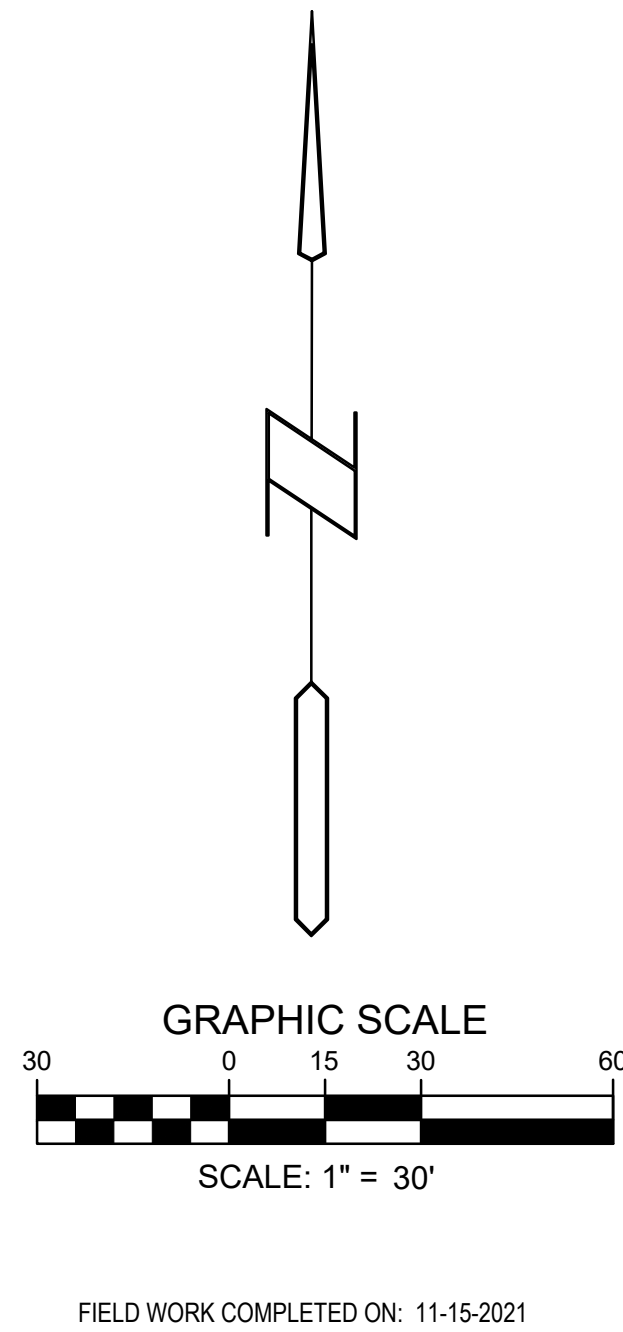
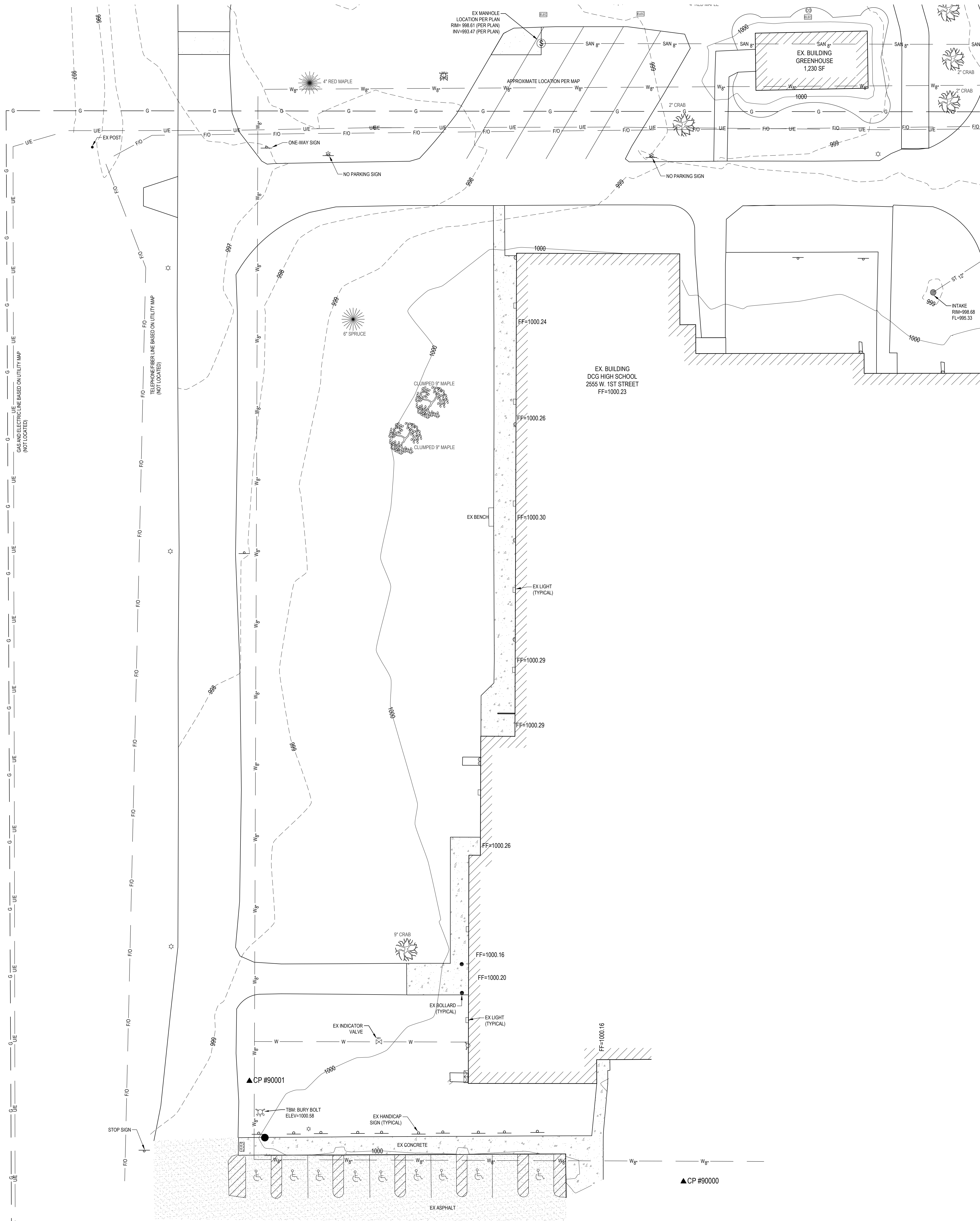
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UTILITY NOTE:
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING. UNLESS OTHERWISE NOTED, ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

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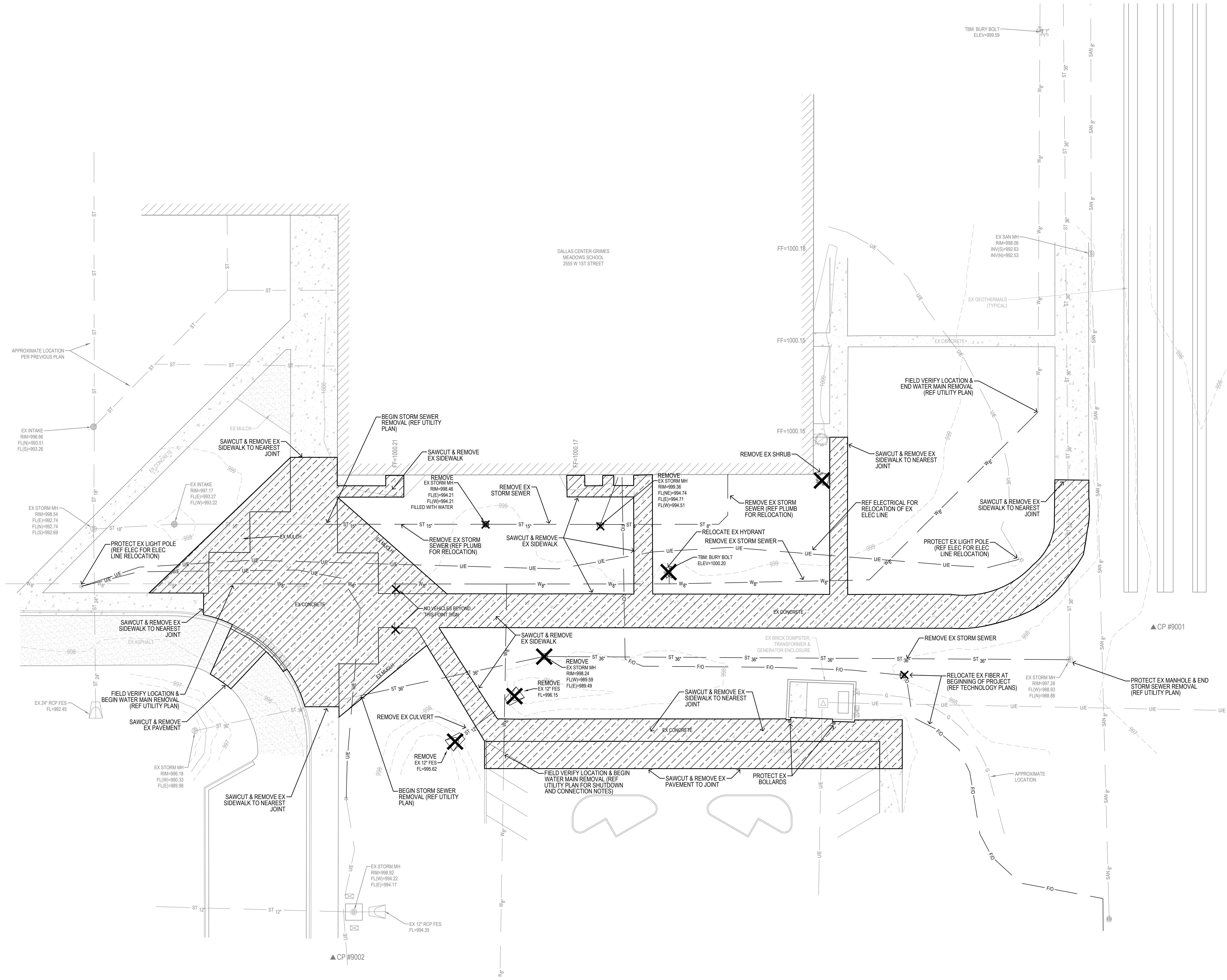
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03/28/22 - 3RD CITY SET

DRAWING TITLE:
SITE SURVEY

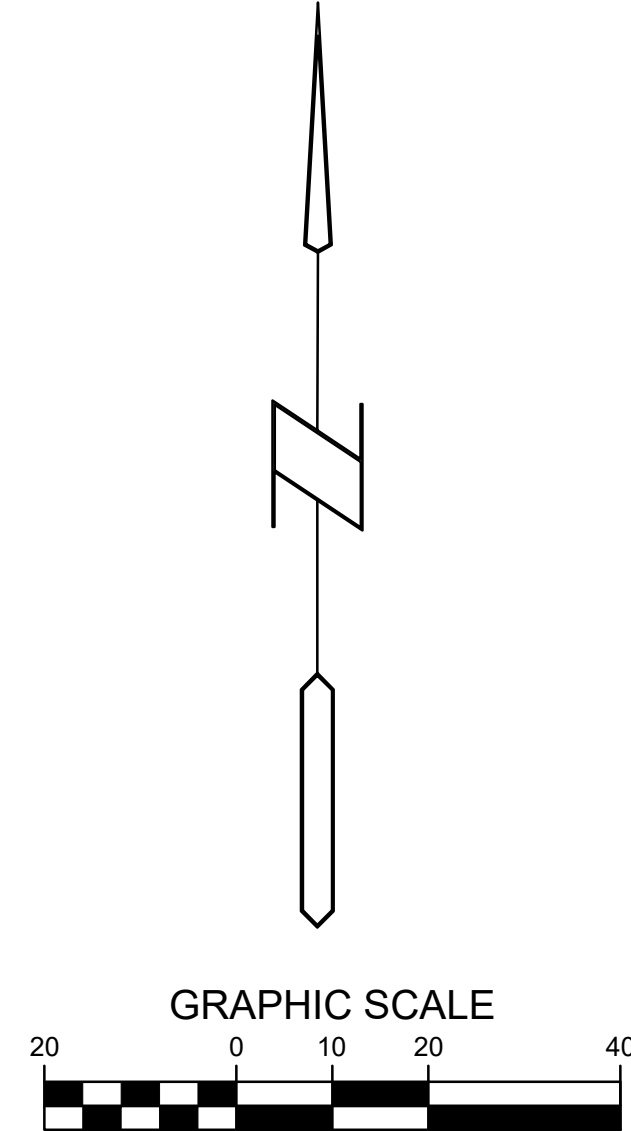
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frk architects + engineers
2800 westtown parkway, suite 340, west des moines, iowa 50266
p 515 223 5100 f 515 223 7226 www.frk-ae.com



- DEMO NOTES:
1. SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB.
 2. PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT THE DRIP LINE.
 3. PAVEMENT STRIPING CALLED OUT FOR REMOVAL SHALL BE SANDBLASTED. NO GRINDING WILL BE ALLOWED.



Bishop Engineering
"Planning Your Successful Development"
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Des Moines, Iowa 50322-3825
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ADDITION AND RENOVATION TO
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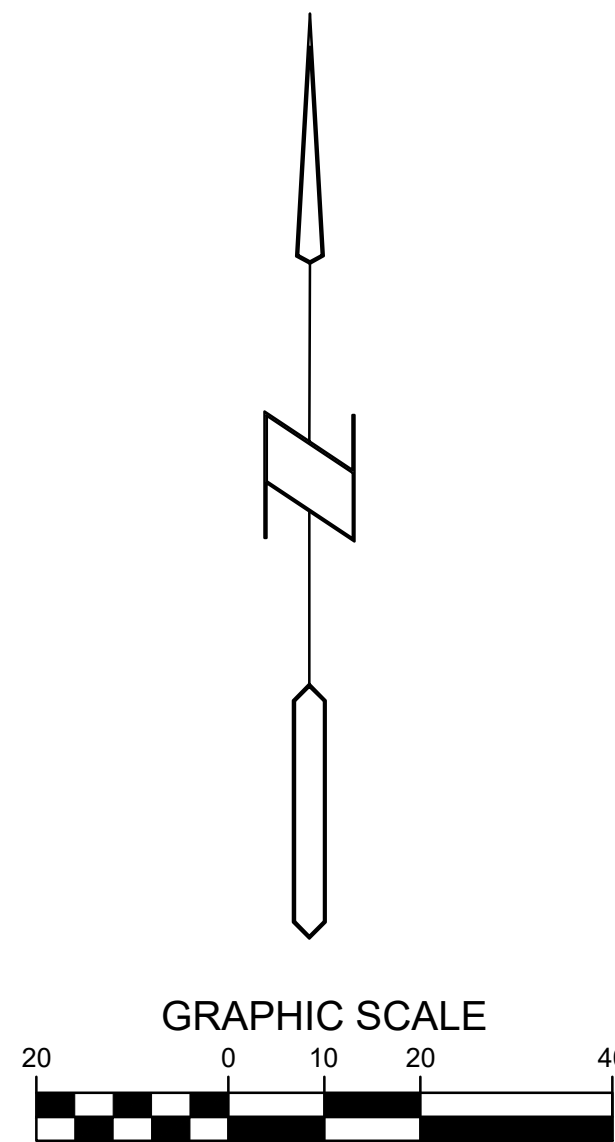
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03/11/22 - 2ND CITY SET
03/28/22 - 3RD CITY SET

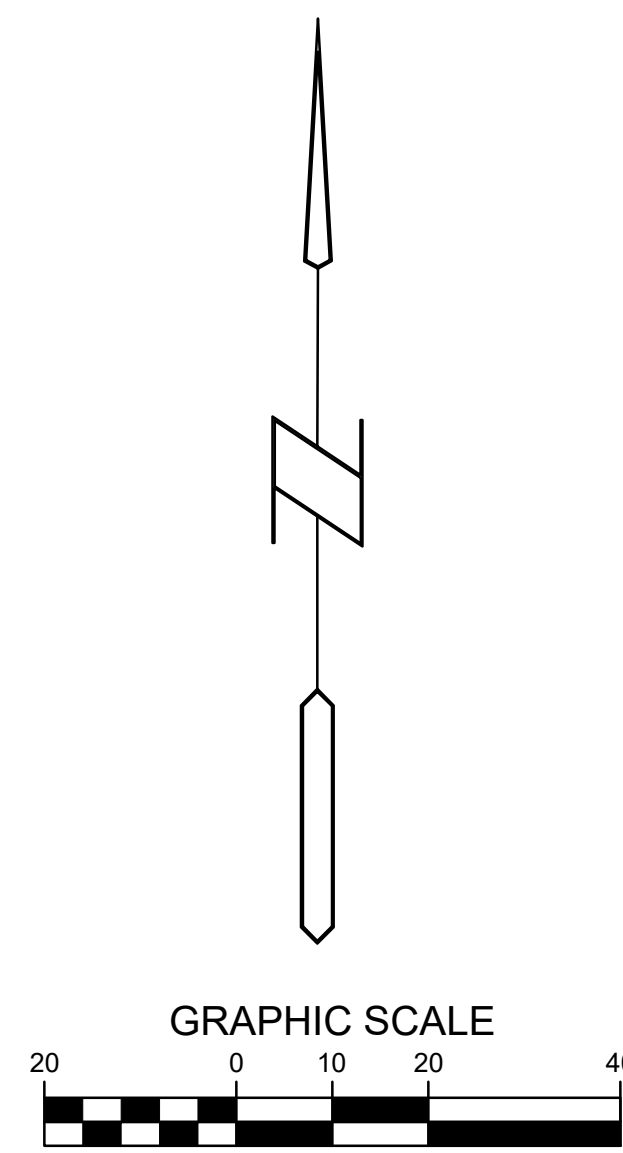
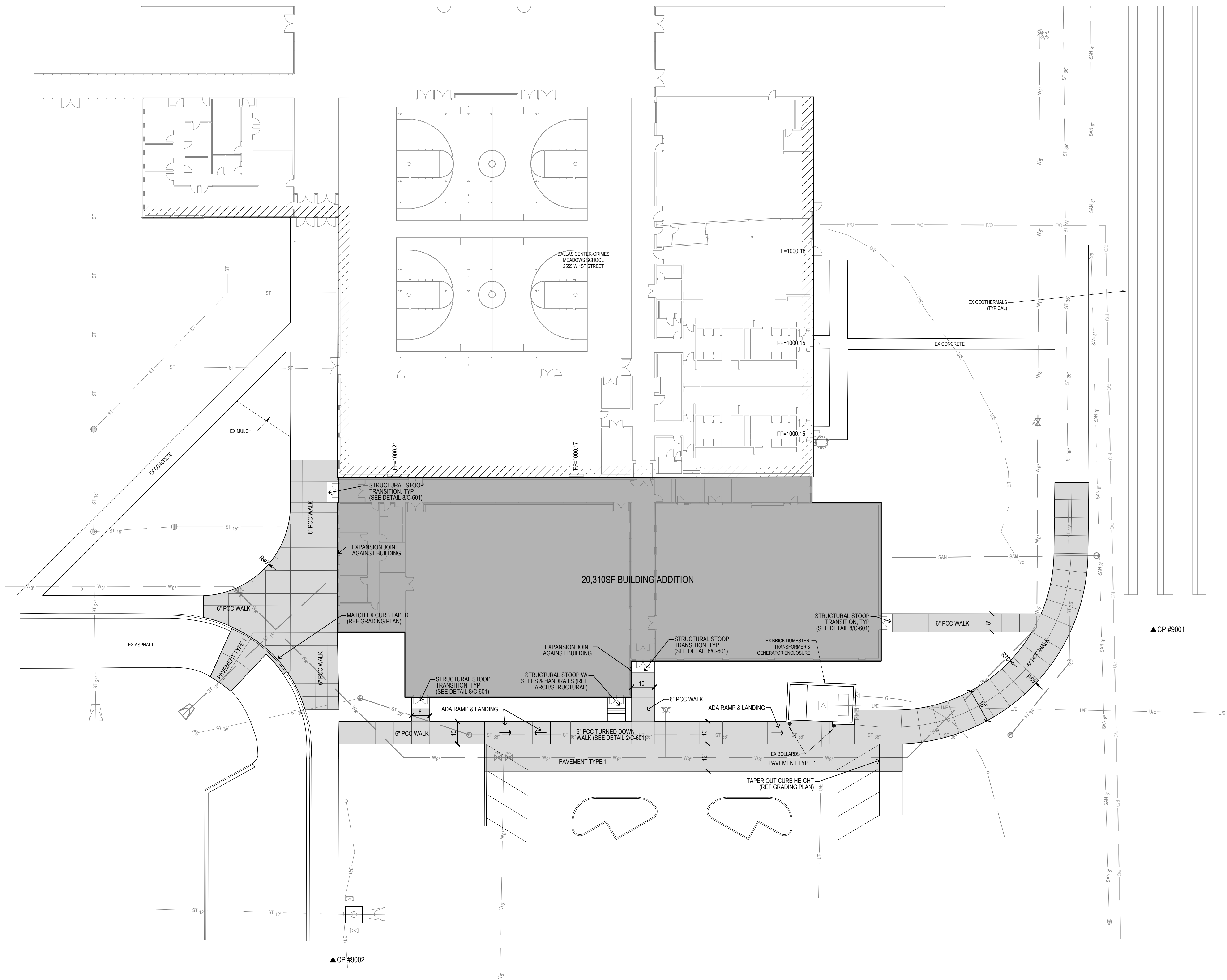
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DEMO PLAN

DRAWING NO.:
C-101

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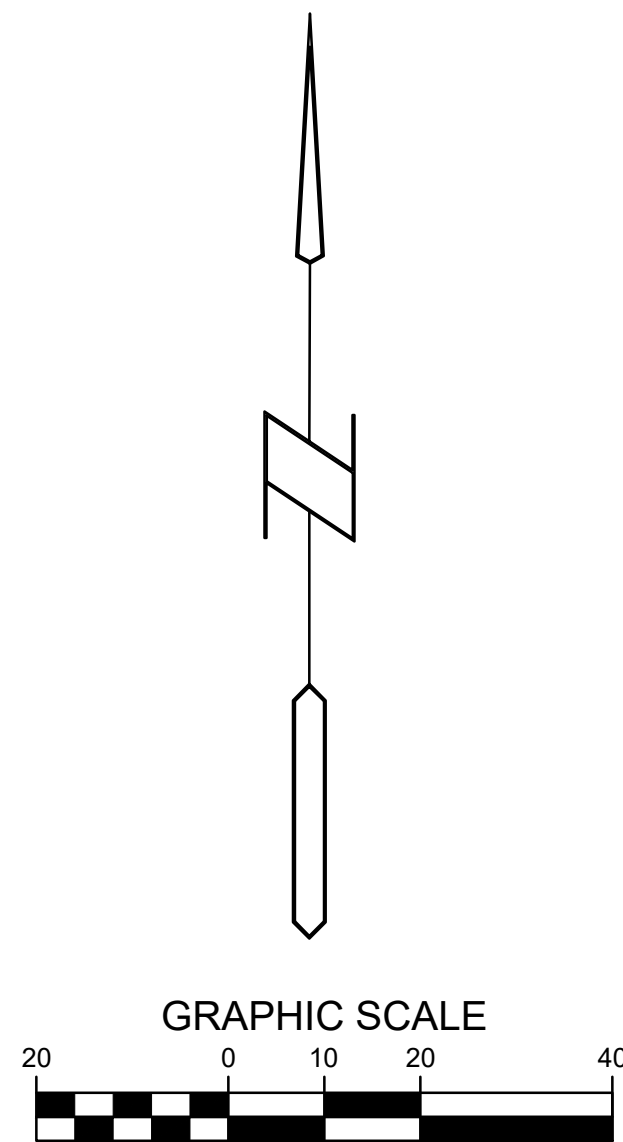
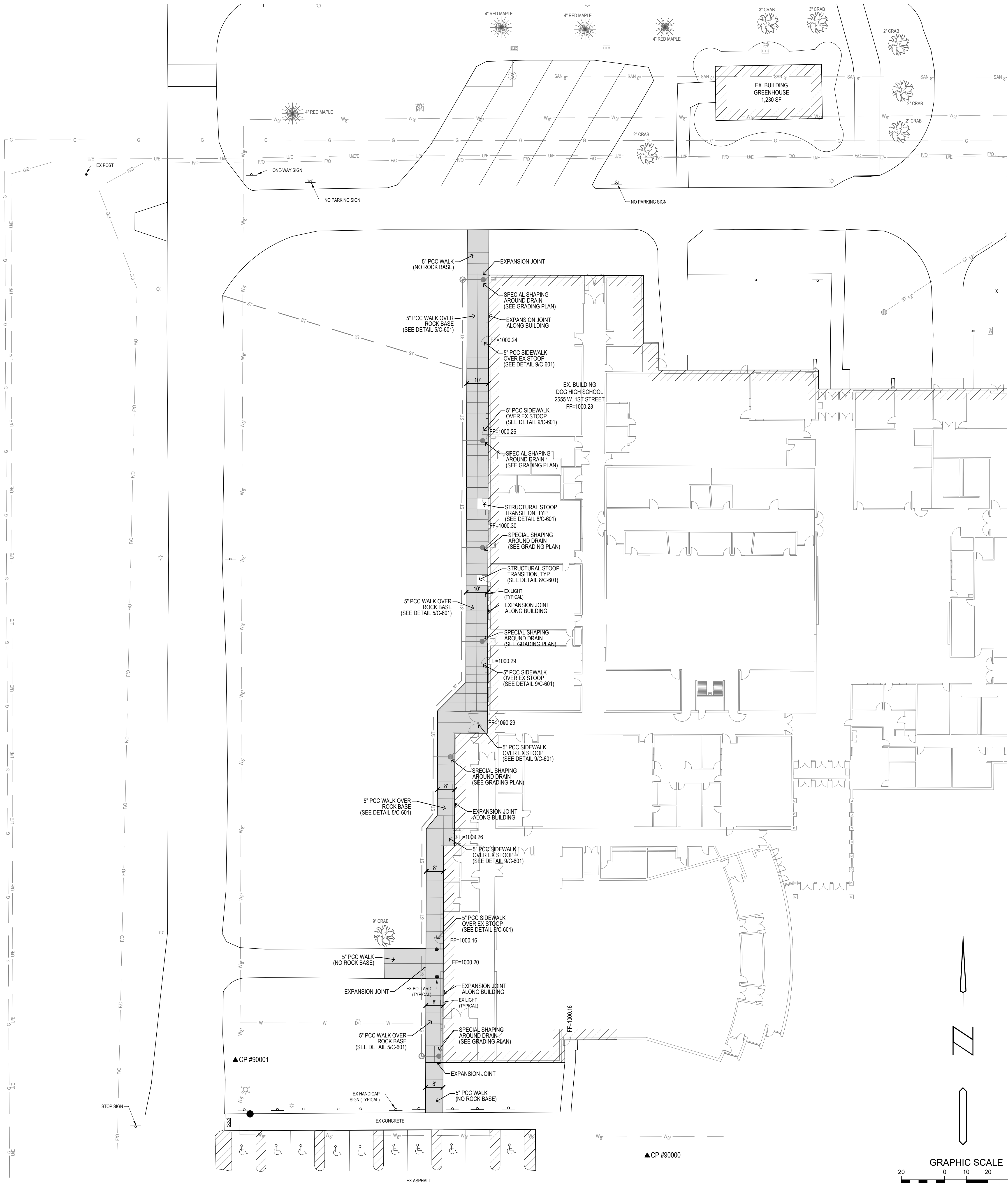
ADDITION AND RENOVATION TO
DC-G HIGH SCHOOL
DALLAS CENTER - GRIMES COMMUNITY SCHOOL DISTRICT
GRIMES, IOWA

PROJECT NO.:	826g06
DATE:	MAY 2022
REVISIONS:	02/28/22 - 1ST CITY SET 03/11/22 - 2ND CITY SET 03/28/22 - 3RD CITY SET
DRAWING TITLE:	LAYOUT PLAN
DRAWING NO.:	C-201

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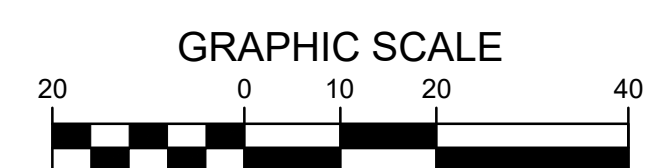
WEST PROPERTY LINE

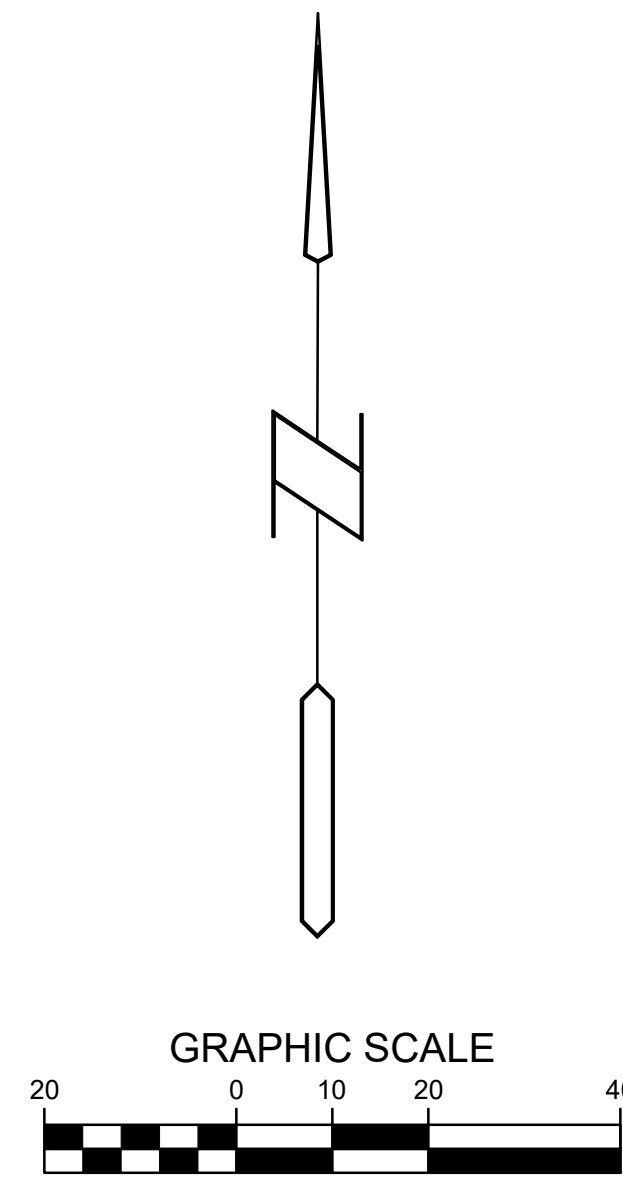
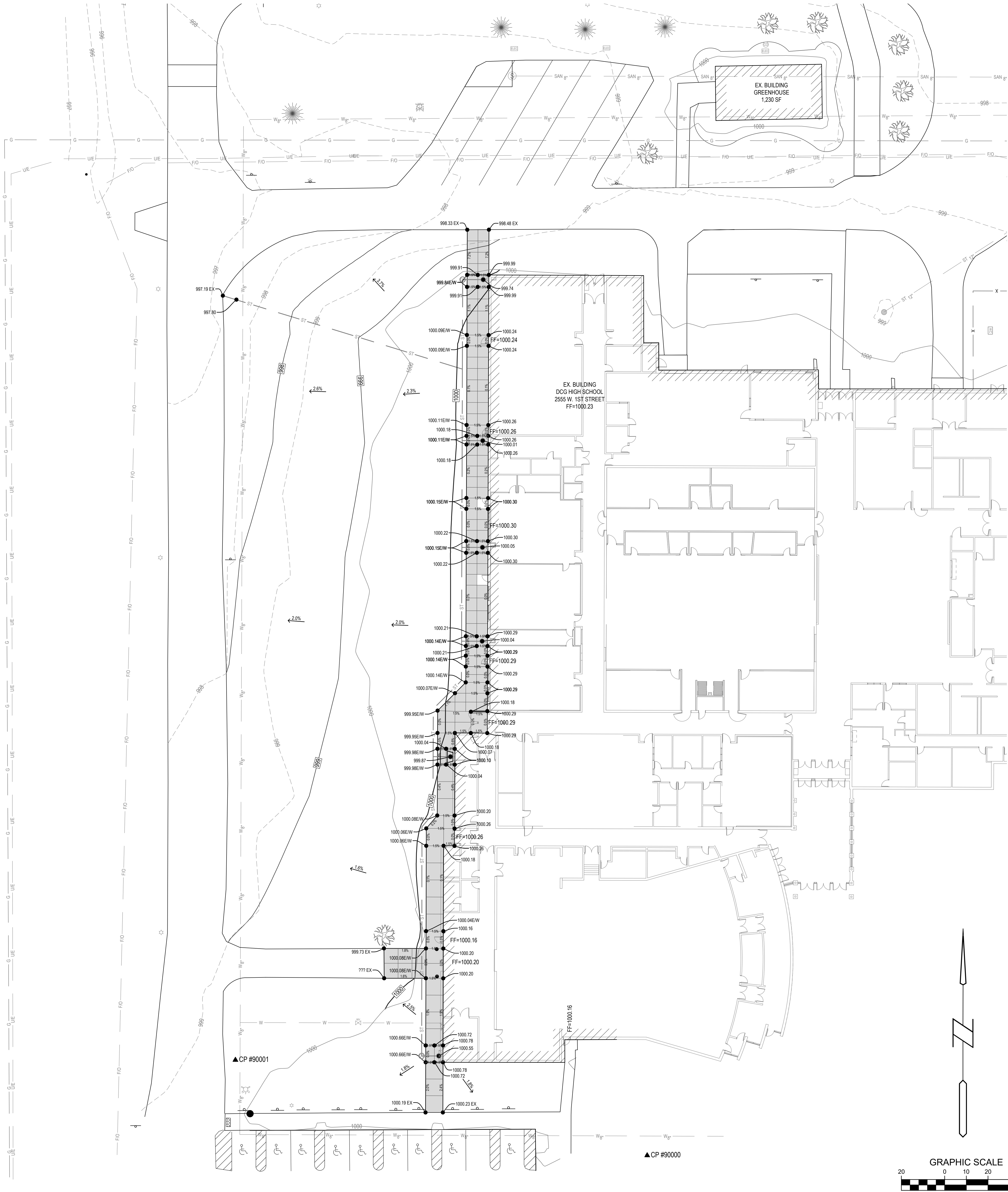


1. STRIP AND STOCKPILE THE TOP 8" OF SOIL ON ALL DISTURBED AREAS.
2. REESPREAD TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 8".
3. TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
4. AS DEFINED AS A MINIMUM, THE TOPSOIL SHALL BE CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINLED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND OTHER MATTER. ACHIEVE A MINIMUM OF 90 PERCENT VOLUMETRIC MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

EXISTING CONTOUR ——— 150 ———
 PROPOSED CONTOUR ——— 150 ———
 FINISHED GROUND ELEVATION ● 150.50
 TOP OF CURB ELEVATION ● 150.507/C
 GUTTER ELEVATION ● 150.50/G
 TOP OF WALL ELEVATION ● 150.507/W
 BOTTOM OF WALL ELEVATION ● 150.50B/W
 EDGE OF WALK ELEVATION ● 150.50E/W
 TOP OF STAIR ELEVATION ● 150.50T/S
 BOTTOM OF STAIR ELEVATION ● 150.50B/S

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED
 GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.





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ADDITION AND RENOVATION TO
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DALLAS CENTER - GRIMES COMMUNITY SCHOOL DISTRICT
GRIMES, IOWA

PROJECT NO.:	826g06
DATE:	MAY 2022
REVISIONS:	02/28/22 - 1ST CITY SET 03/11/22 - 2ND CITY SET 03/28/22 - 3RD CITY SET
DRAWING TITLE:	GRADING PLAN
DRAWING NO.:	C-302

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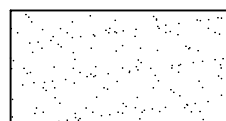
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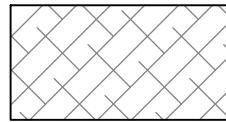
PLANTING SCHEDULE

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
OVERSTORY TREES						
AB		AUTUMN BLAZE MAPLE	ACER X. FREEMANI 'JEFFERSRED'	2.0" CAL	B&B	MATCHED SPECIMENS
SW		SWAMP WHITE OAK	QUERCUS BICOLOR	2.0" CAL	B&B	MATCHED SPECIMENS

LEGEND



SOD: PROVIDE AND INSTALL SOD FROM LOCAL SUPPLIERS. AREAS TO BE SODDED MUST BE FREE OF ALL CONSTRUCTION DEBRIS AND ANY DIRT CLUMPS OVER 1" IN DIAMETER. THOROUGHLY WATER SOD UPON INSTALLATION. CONTRACTOR TO MAINTAIN WATERING UNTIL SOD IS ESTABLISHED (ROOTS KNITTED INTO SUBSURFACE) AND IS ACCEPTED BY OWNER.

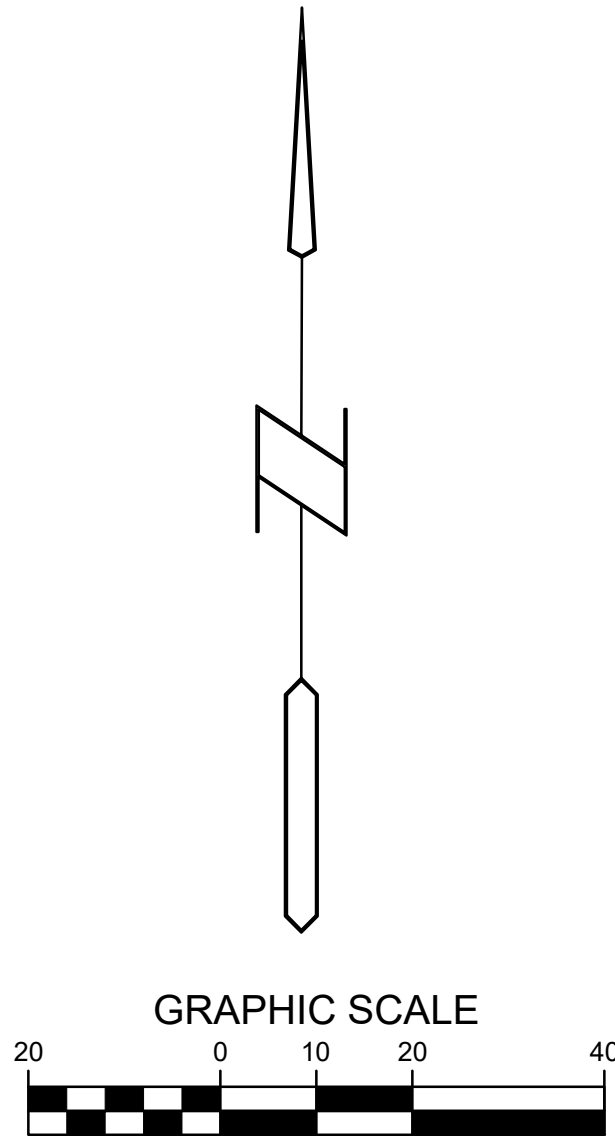
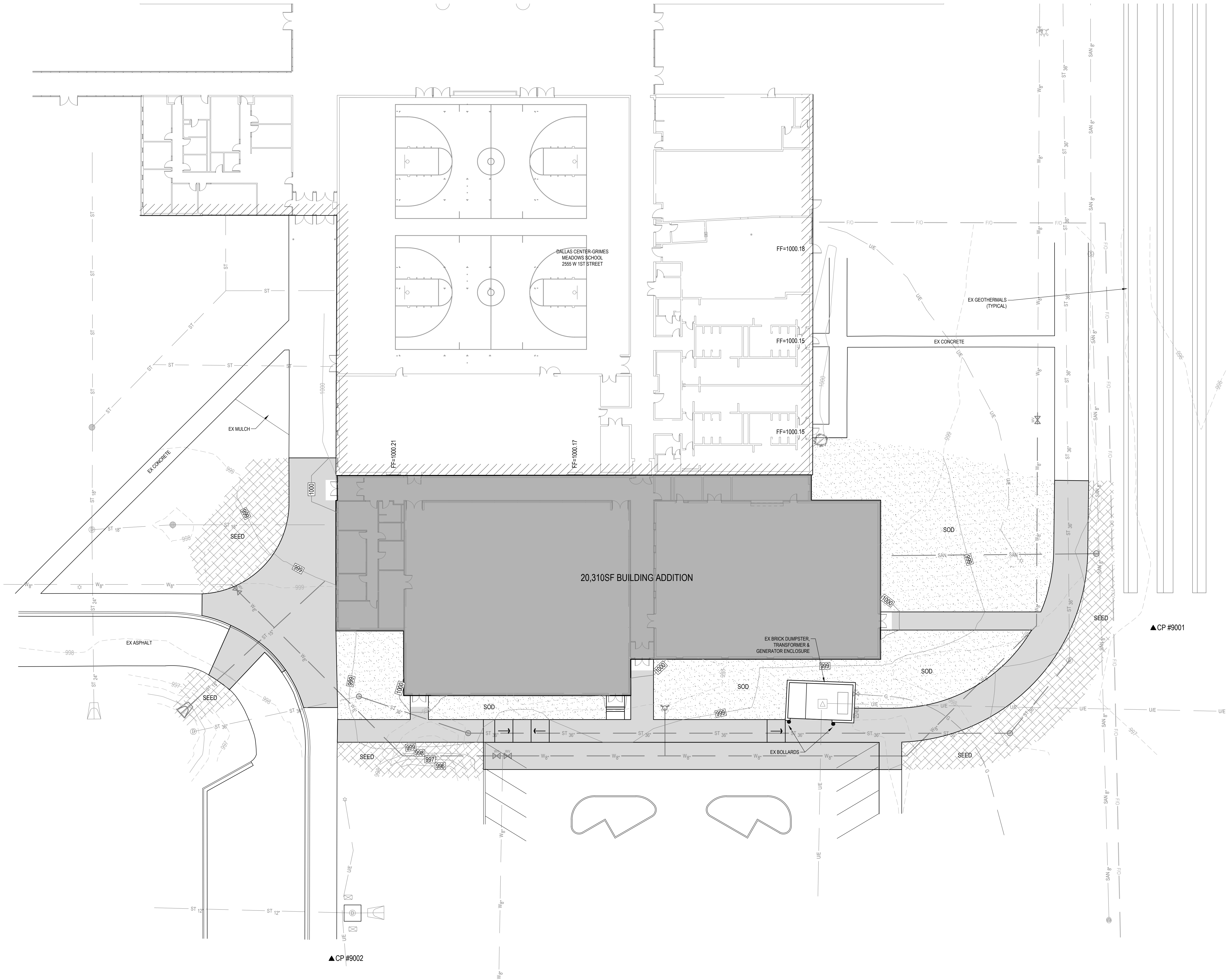


SEED TYPE 1: MIX TO BE "SUPER TURF" BY UNITED SEEDS (OR APPROVED EQUAL). SEED AT A RATE OF 440 LBS PER ACRE. SEEDING DATES, SITE PREPARATION, SEEDING INSTALLATION, WATER REQUIREMENTS, FERTILIZING, AND MOWING PER UNITED SEEDS TECH BULLETIN FOR SEED TYPE. OVERSEEDING (IF REQUIRED) TO BE INSTALLED AT 220 LBS PER ACRE.

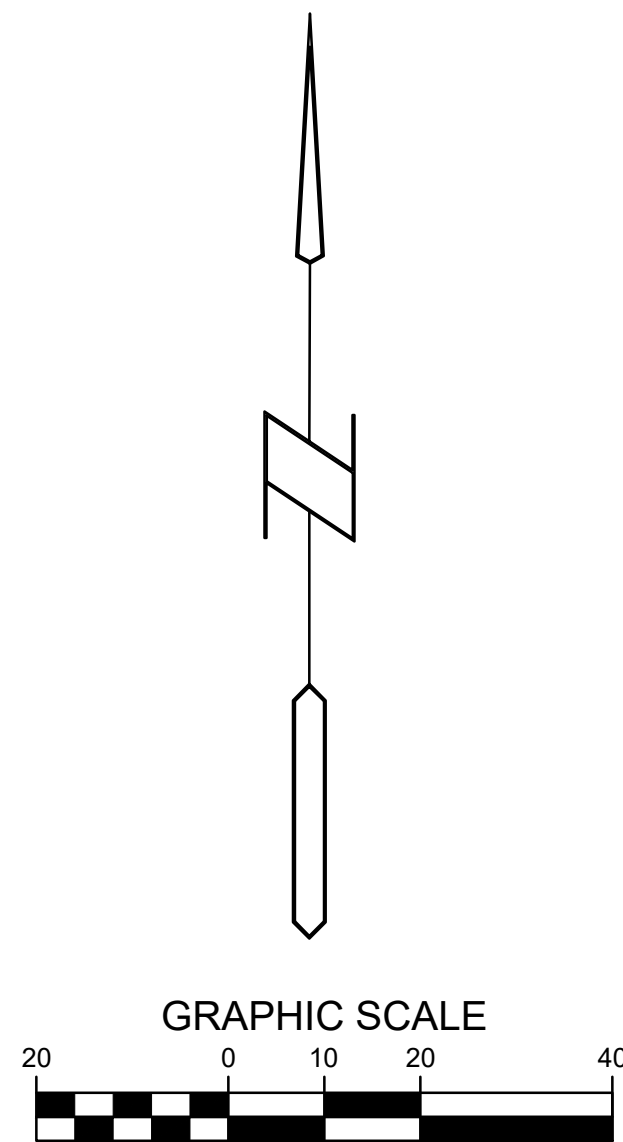
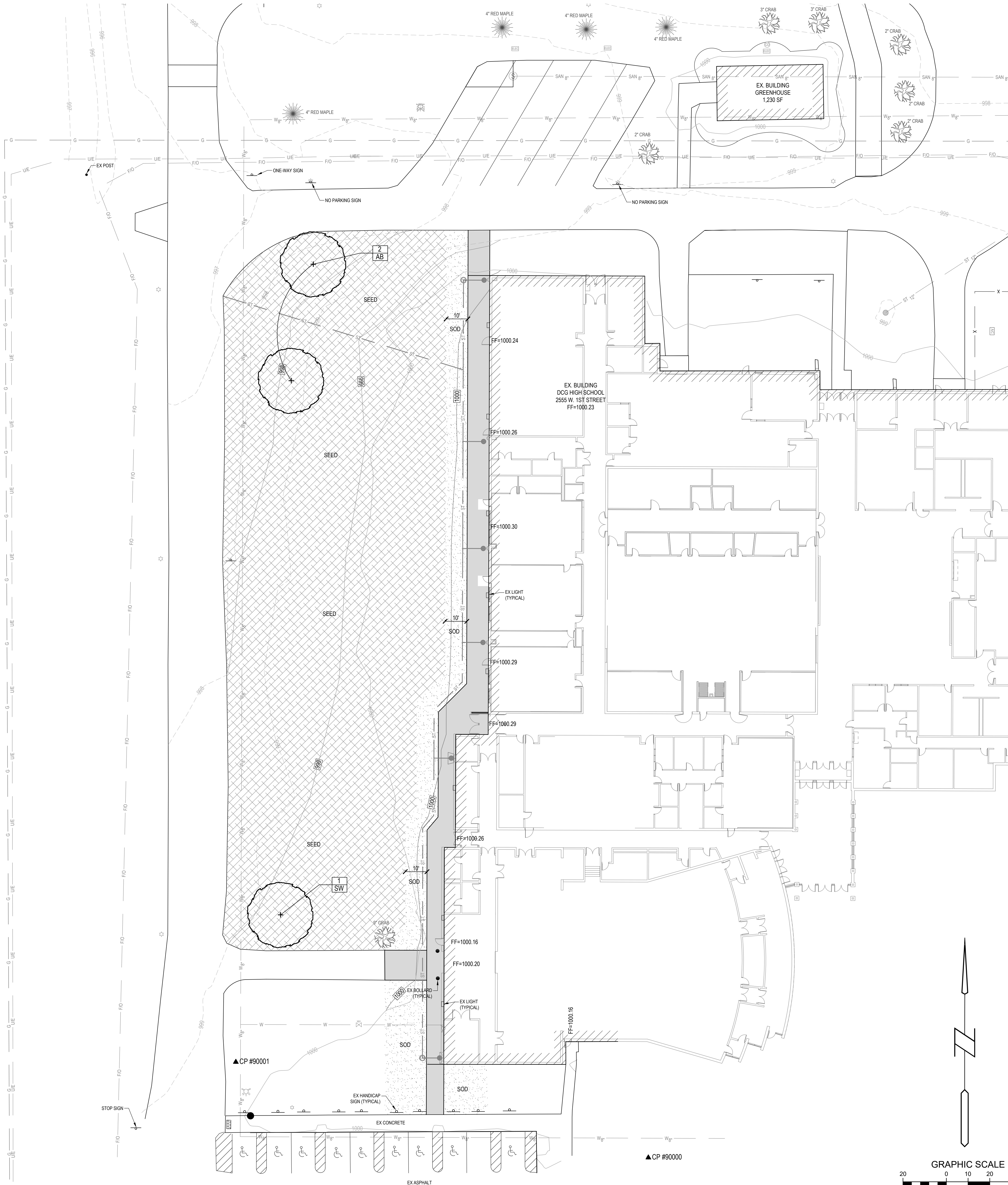
HYDRO MULCH: HYDRO MULCH ALL SEEDED AREAS. WOOD CELLULOSE HYDRAULIC MULCH WITH TACKIFIER SHALL BE APPLIED AT A RATE OF 2,500 LBS PER ACRE.

LANDSCAPE NOTES:

1. ALL SODDING, SEEDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
2. SOD AND/OR SEED ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SEED LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
3. STAKE SOD ON ALL SLOPES 4:1 OR GREATER.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1).
5. IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIALS PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
6. CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS OTHERWISE NOTED.
7. STAKE AND WRAP ALL DECIDUOUS TREES IMMEDIATELY AFTER PLANTINGS. STAKE ALL TREES ACCORDING TO THE STAKING DETAILS. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD.
8. THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
9. NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AN APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANT MATERIAL, INCLUDING SOD AND SEED, UNTIL ACCEPTED BY OWNER.



WEST PROPERTY LINE



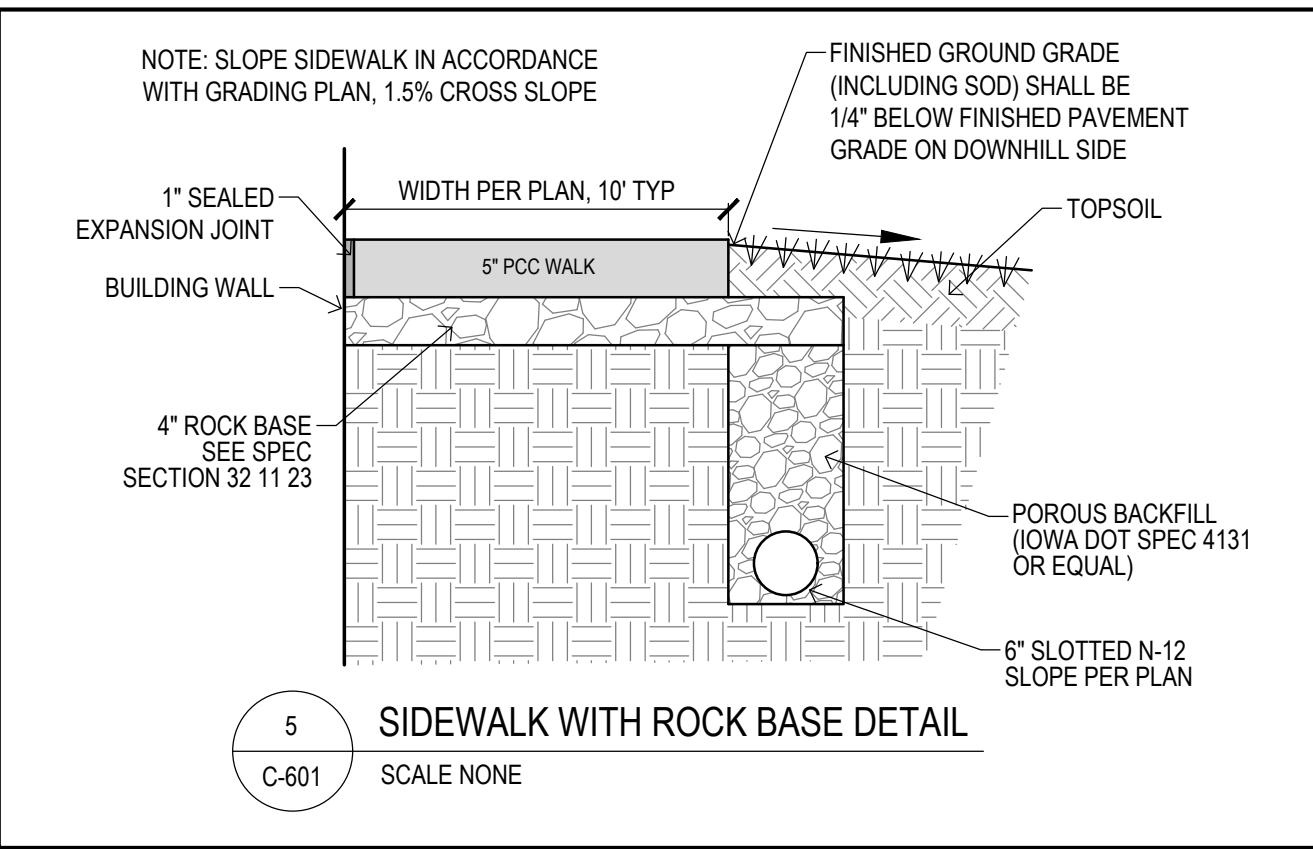
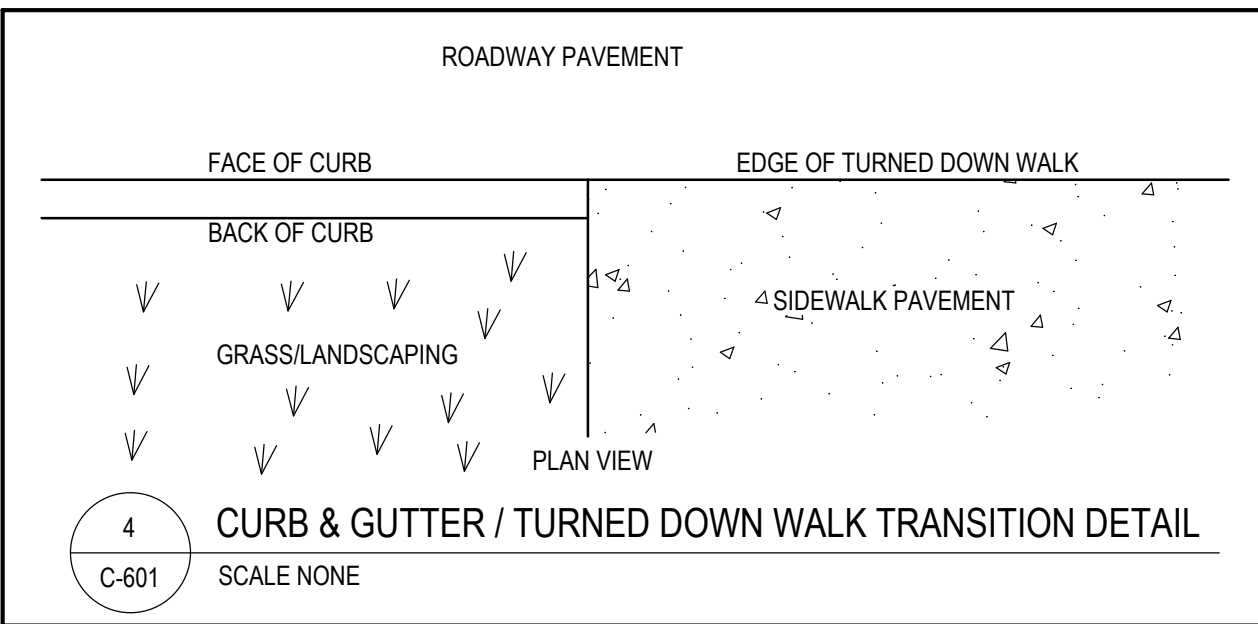
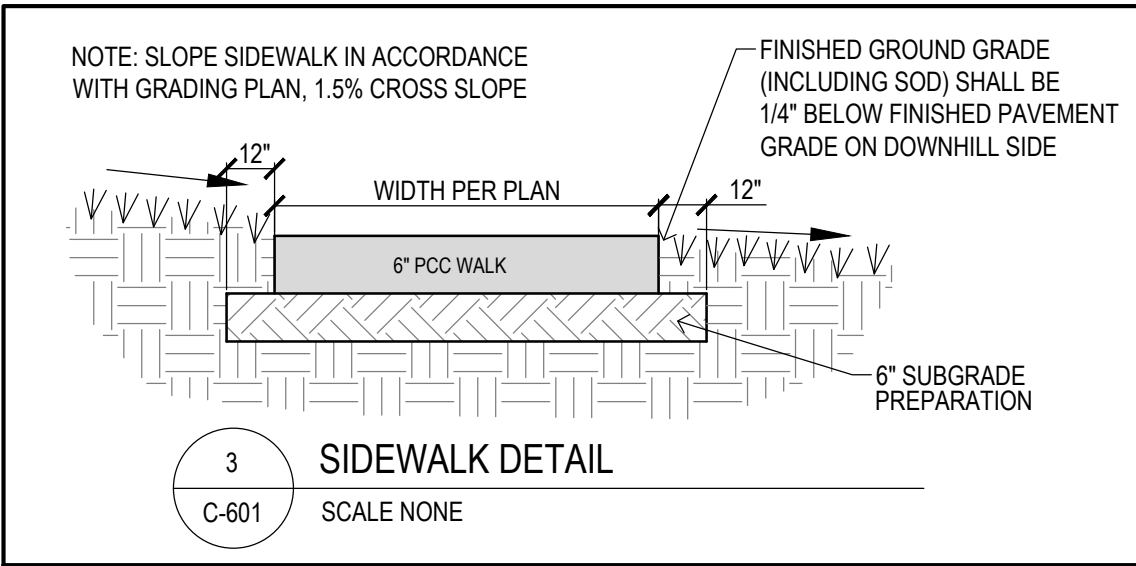
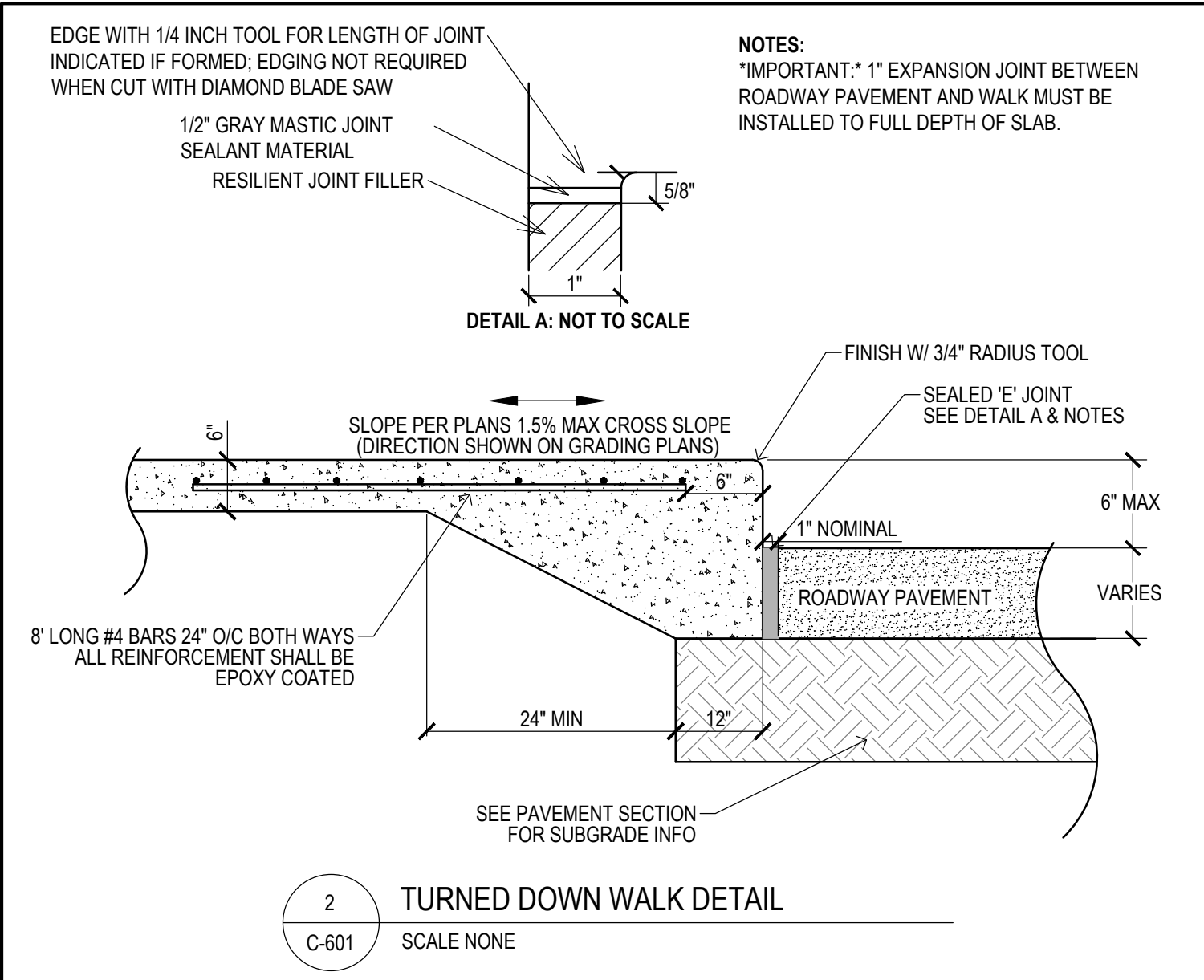
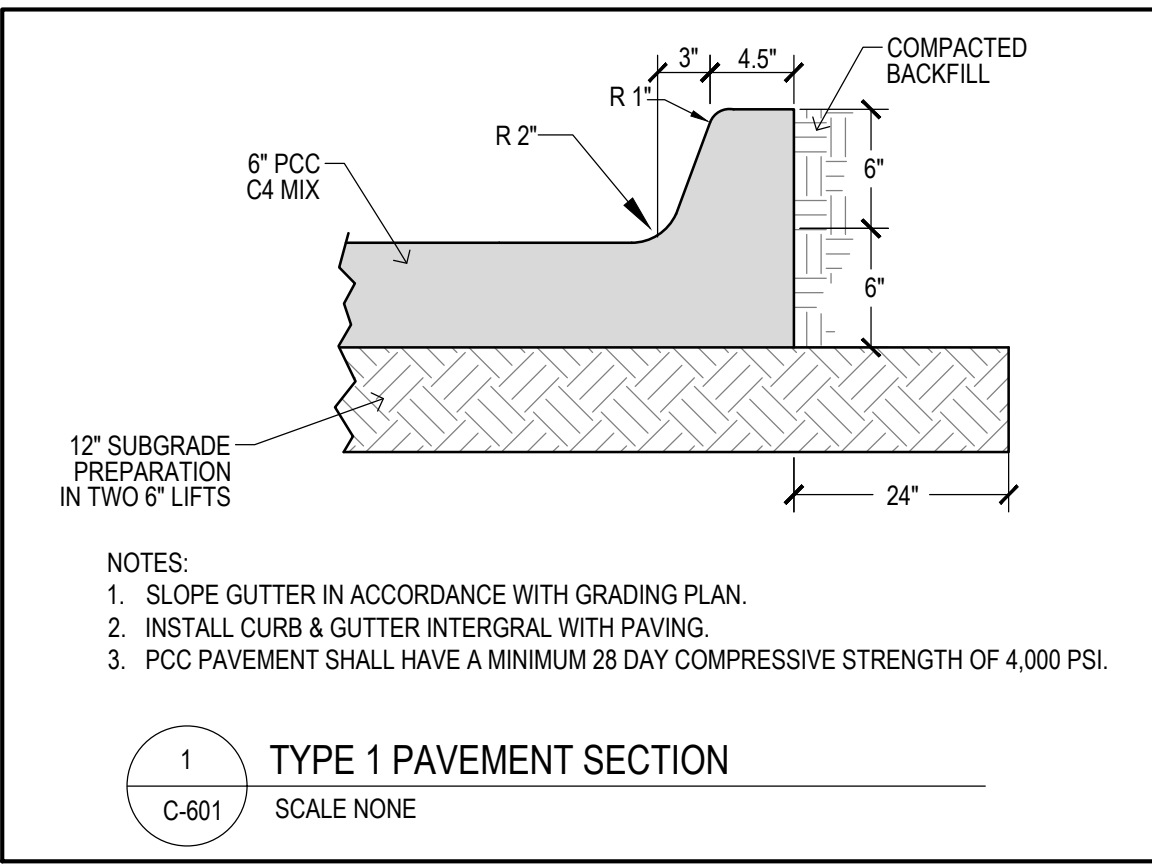
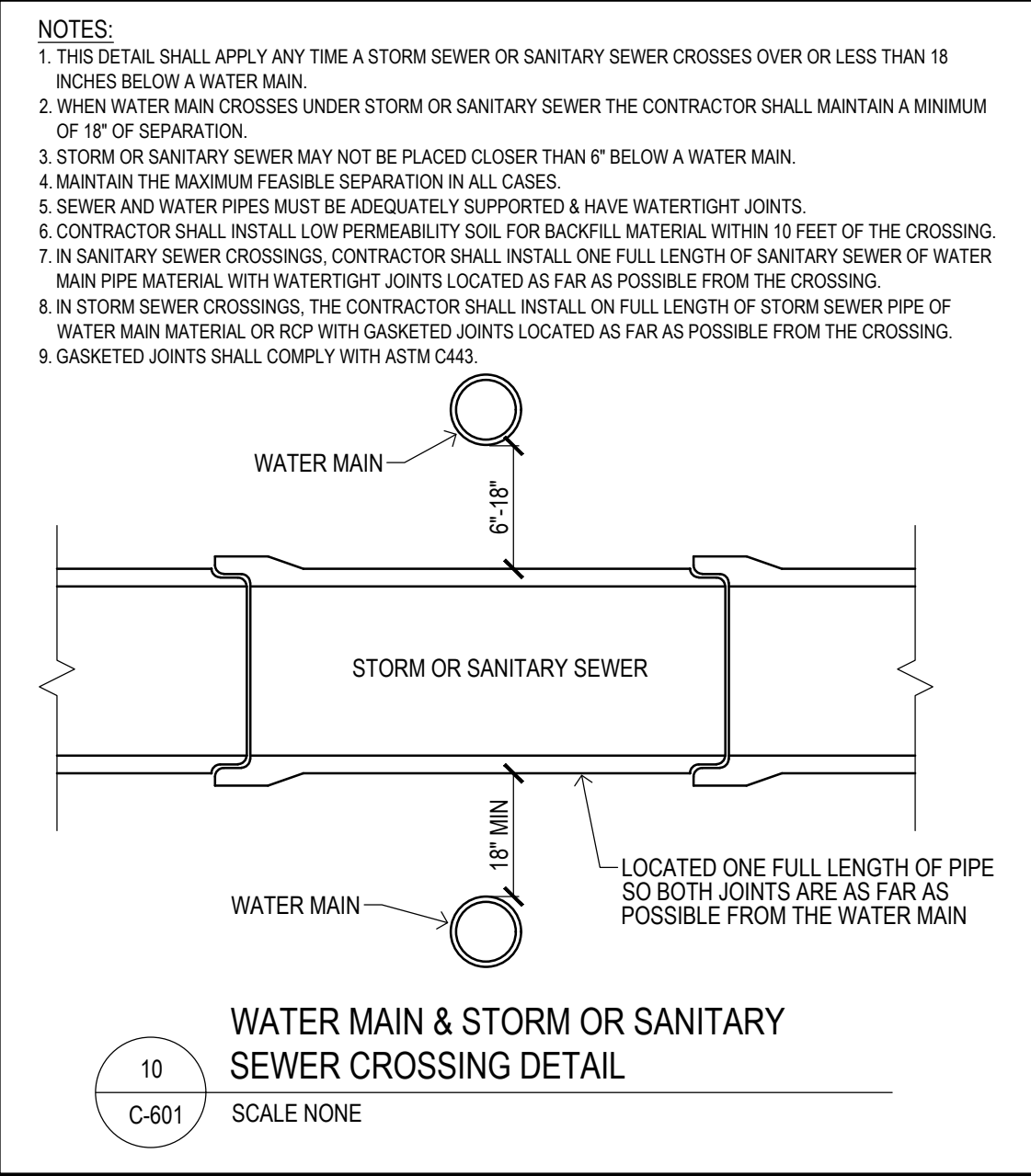
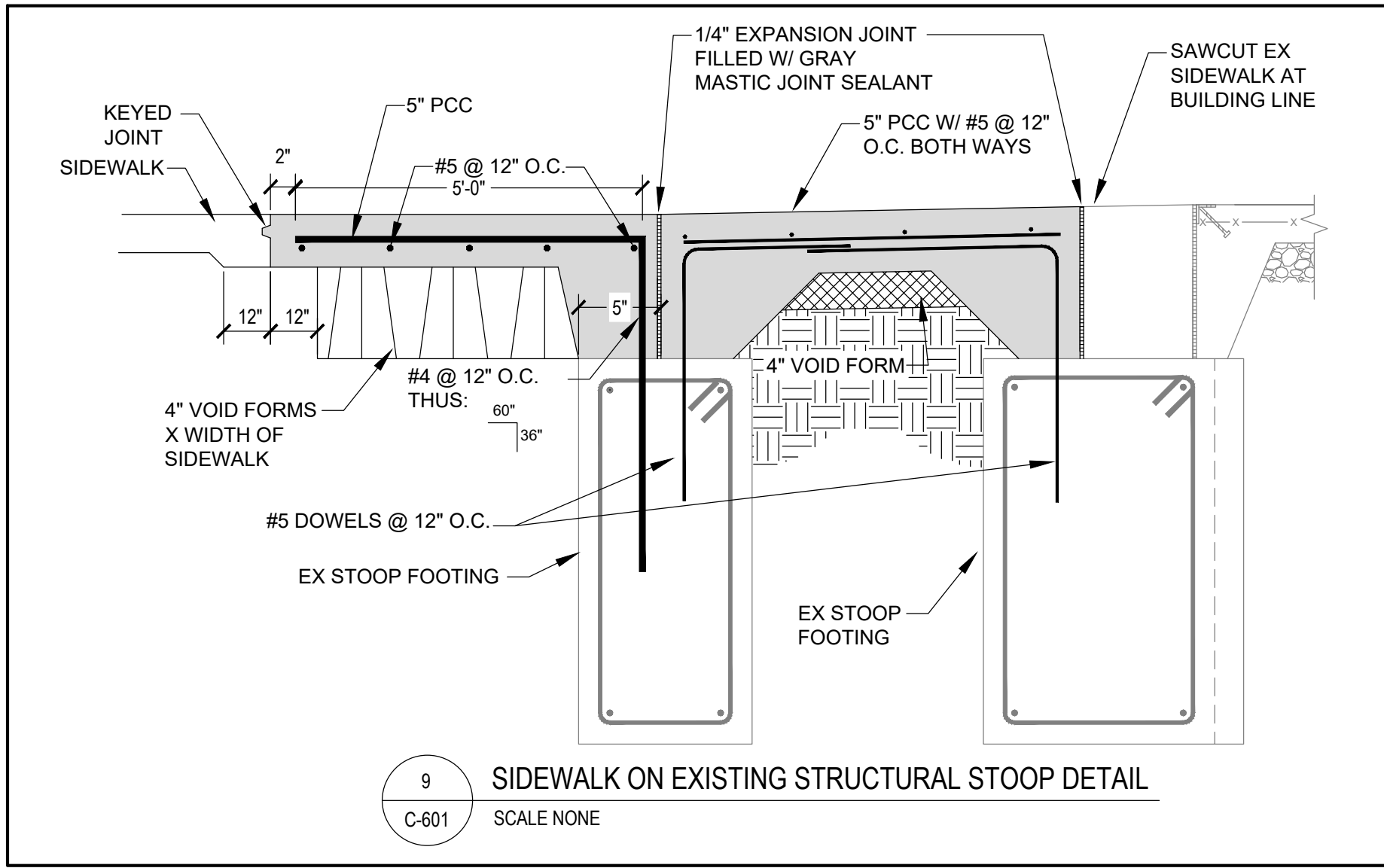
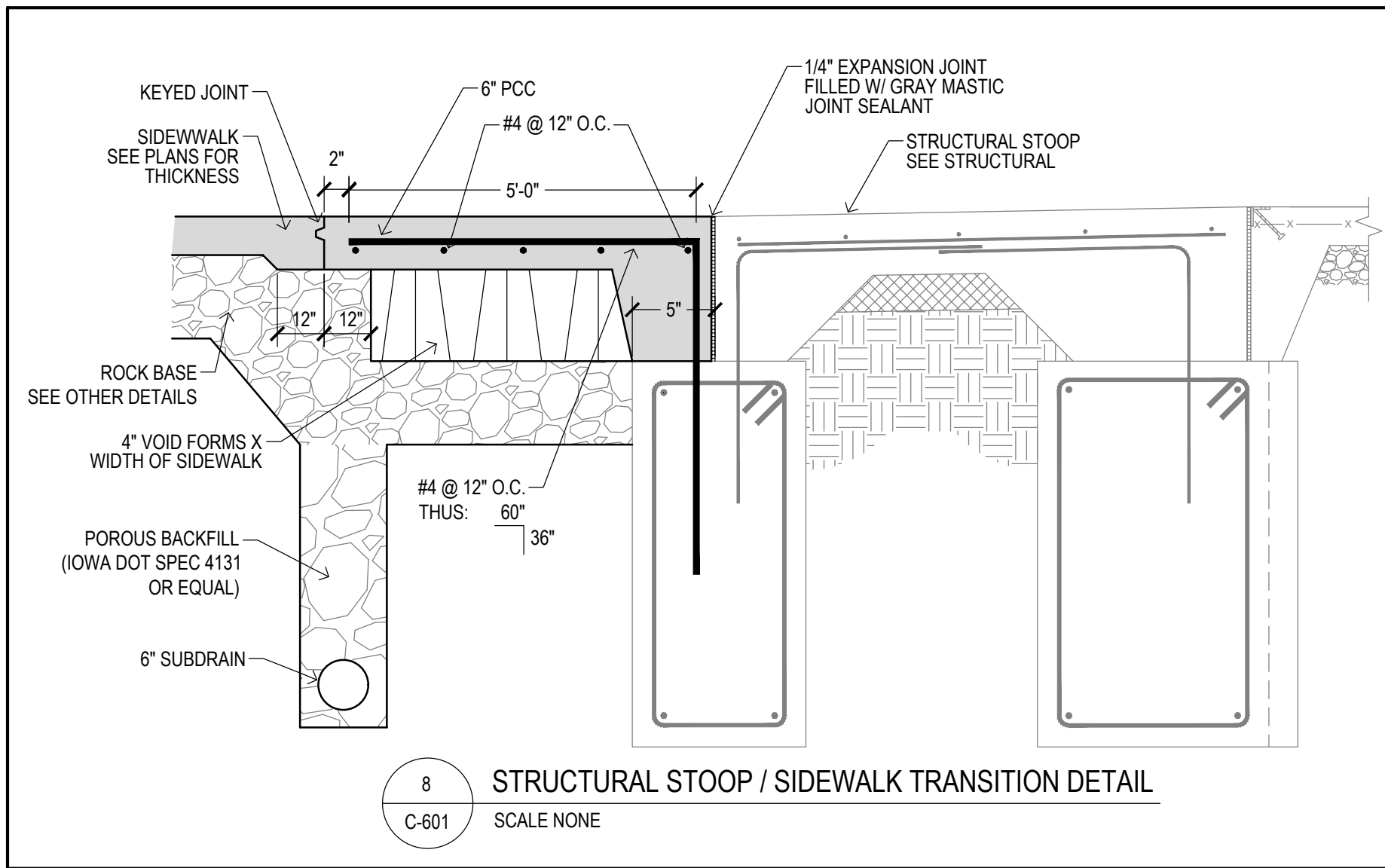
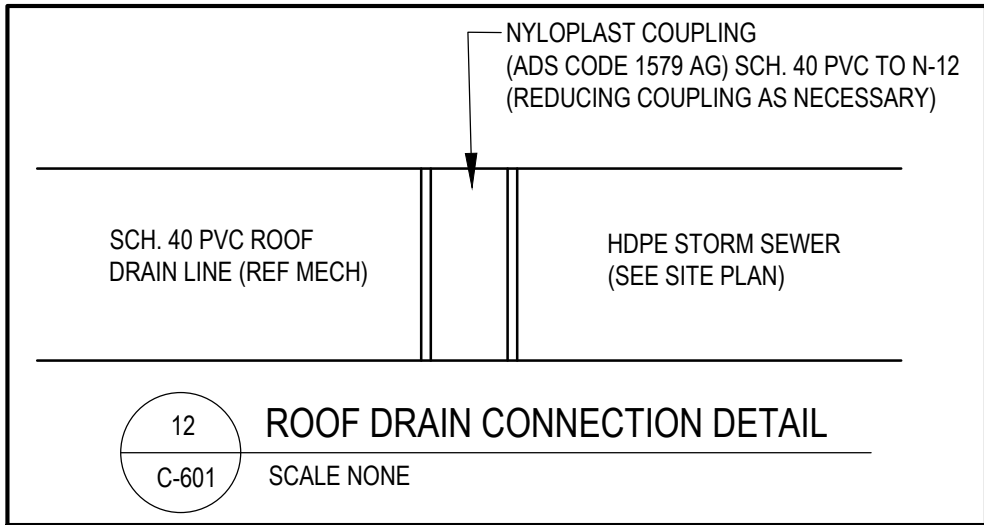
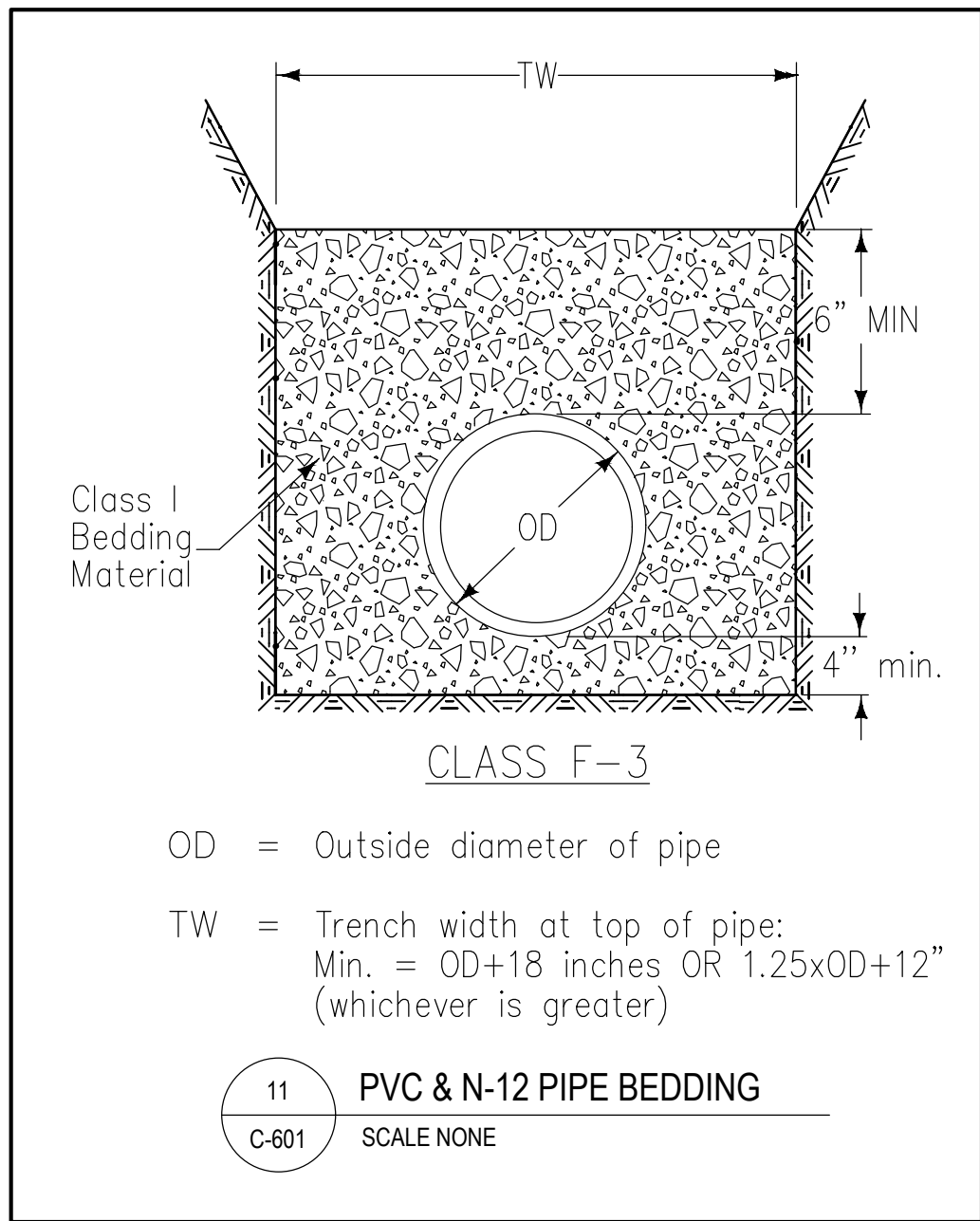
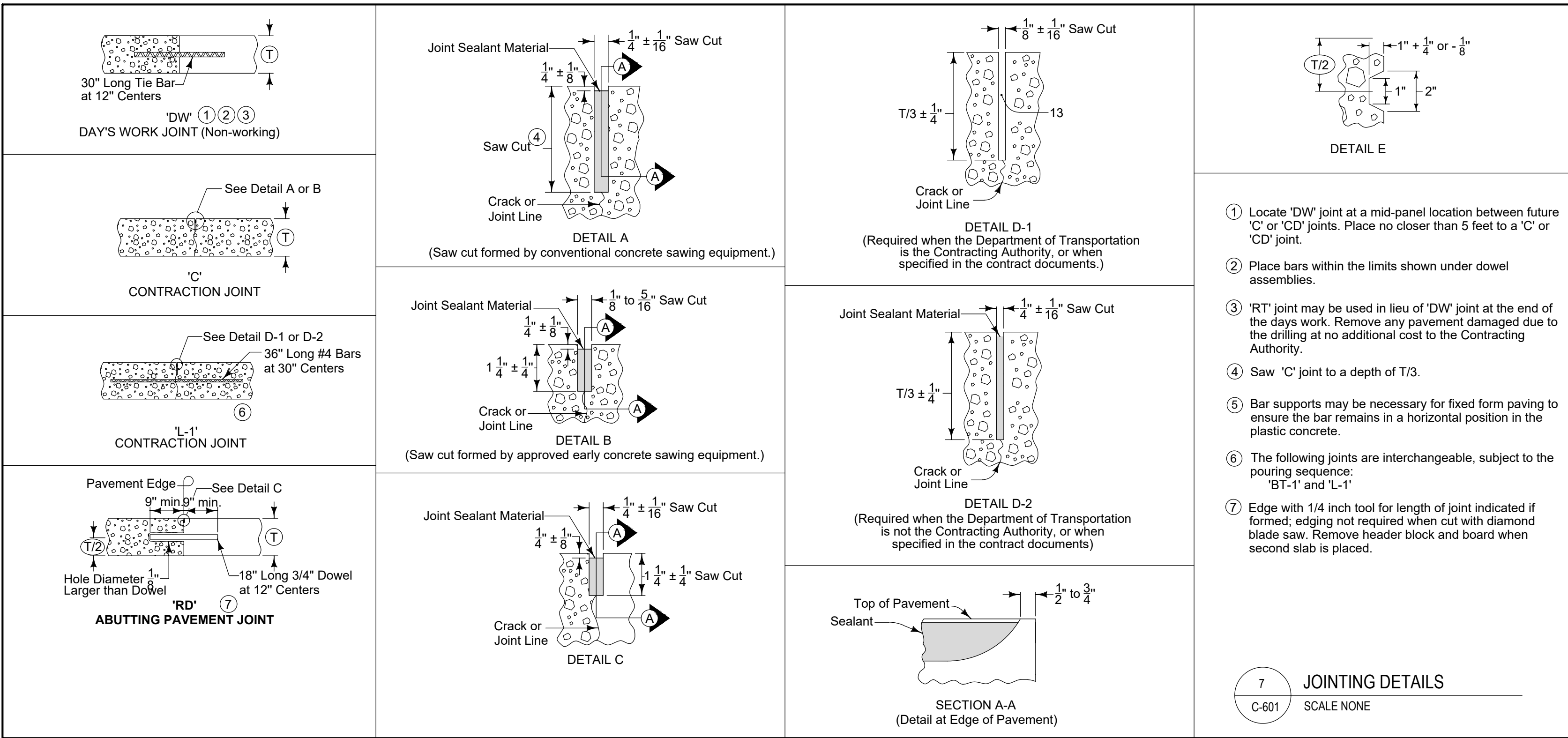
PROJECT NO.:	826g06
DATE:	MAY 2022
REVISIONS:	02/28/22 - 1ST CITY SET 03/11/22 - 2ND CITY SET 03/28/22 - 3RD CITY SET
DRAWING TITLE:	LANDSCAPE PLAN
DRAWING NO.:	C-502

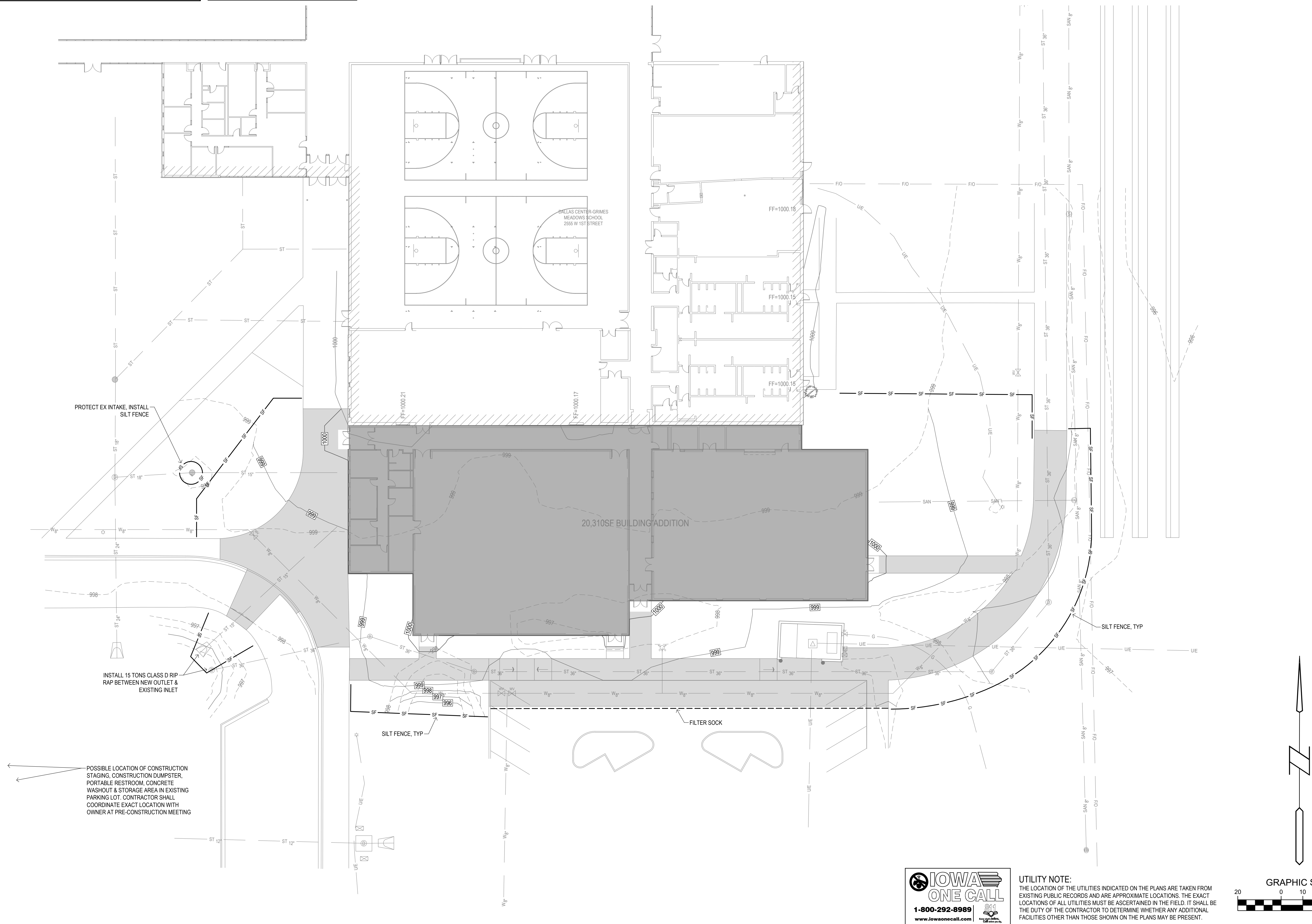
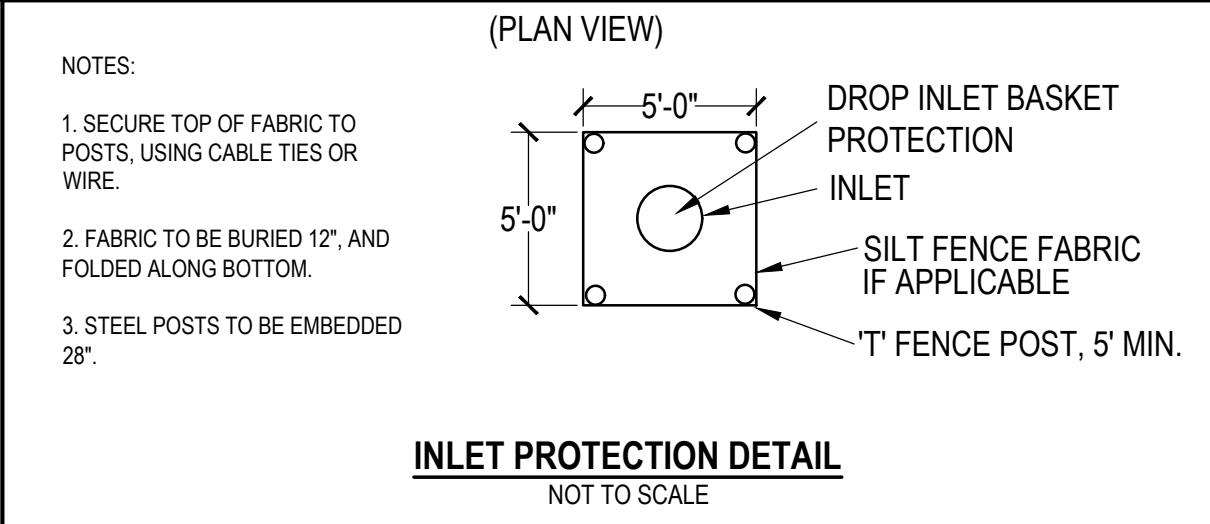
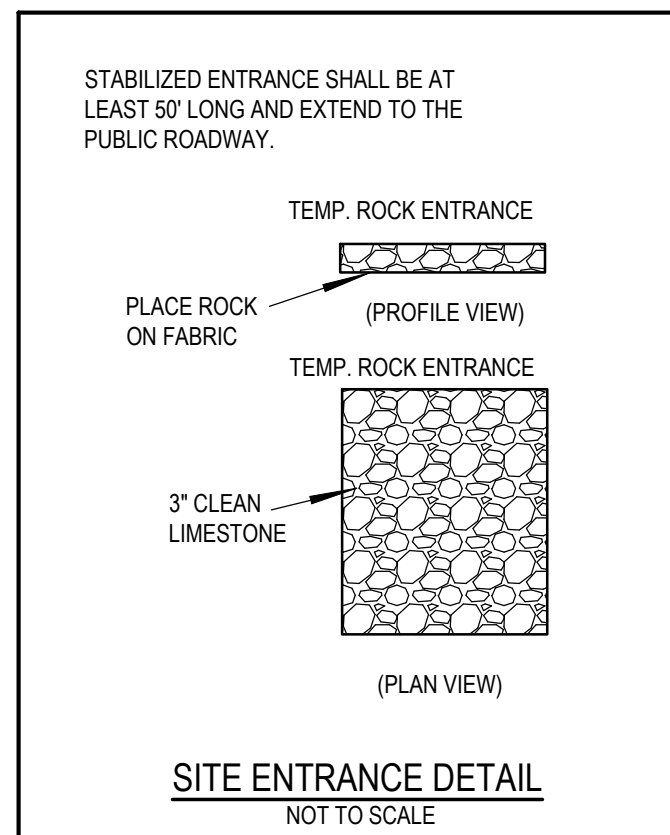
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EROSION CONTROL PLAN

1. USE SUPPLEMENTAL DETAIL STORM WATER POLLUTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES. ADDITIONAL DETAILS AND NOTE. ADDITIONAL NOTES AND MEASURES IN NARRATIVE SHALL BE CONSIDERED. MEASURES SHALL BE NOTED IN THE ORIGINAL BID.

2. SWPPP PLAN AND NARRATIVE ARE CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN NECESSARY NPDES GENERAL PERMIT NO. 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.

4. INSTALL PERMIETTER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.

4A. INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.

5. INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.

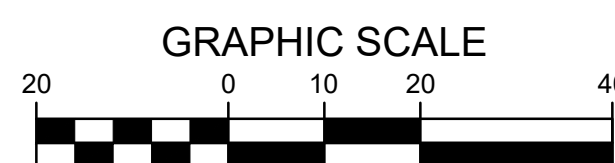
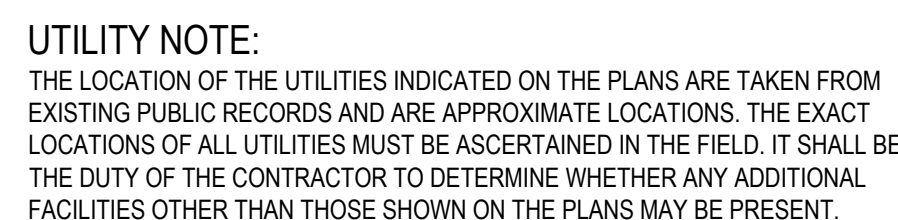
6. OTHER EROSION CONTROL TYPES MAY NOT BE SUBSTITUTED FOR SILT FENCE.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. 2 DURING ALL STORM SEWER CONSTRUCTION.

8. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTRROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.

9. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

EROSION CONTROL REMOVAL NOTES:
1. AFTER FINAL STABILIZATION HAS OCCURED, AS DEFINED IN NPDES GENERAL PERMIT NO. 2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.



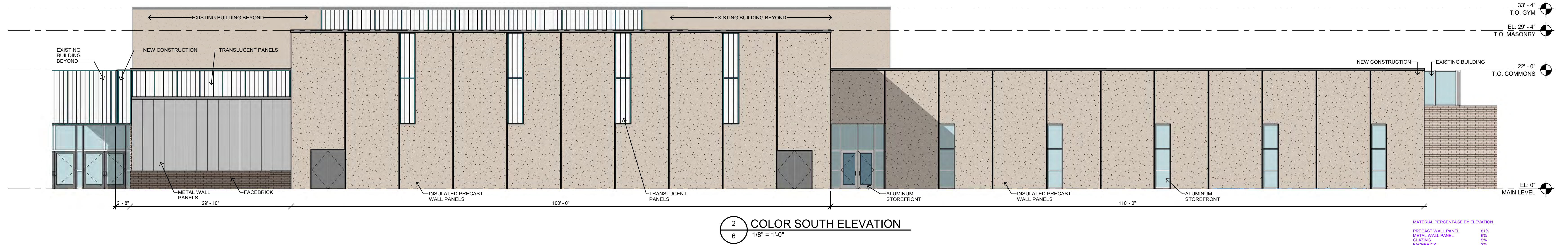
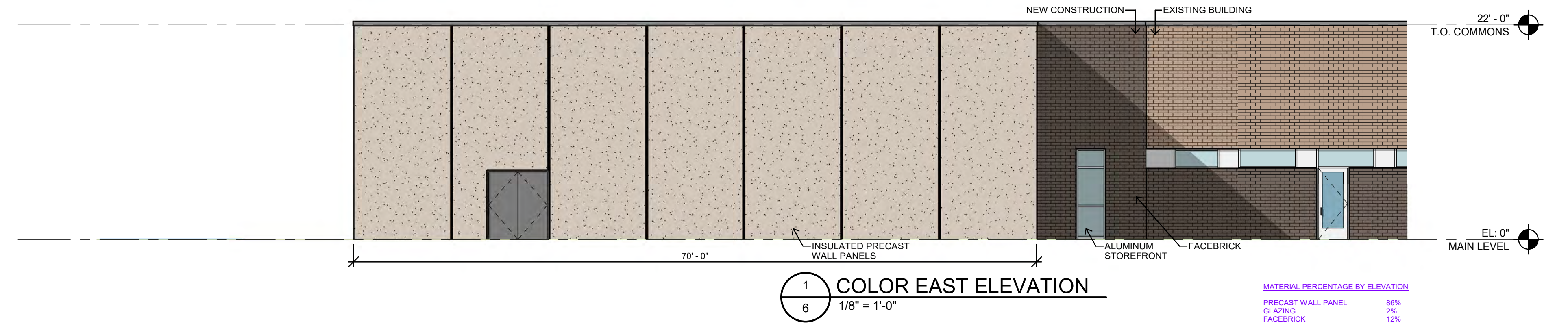
DRAWING NO.:
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*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

Hope Commercial Plat 5 – Preliminary Plat

SYNOPSIS:

The applicant is requesting approval of a preliminary plat for the Hope Commercial Plat 5, which will allow for the future subdivision of the 3.75-acre property. The plat will consist of two lots for commercial development.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved rezoning - 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 04/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Hope Commercial Plat 5 preliminary plat subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: April 5, 2022
RE: Hope Commercial Plat 5 – Preliminary Plat

GENERAL INFORMATION:

Applicant:	Hope K Farms LLC
Requested Action	Preliminary Plat
Location	West of Highway 141, north of Hy-Vee

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Agriculture	Mixed Use 1	R-4
North	Agriculture	Mixed Use 1	R-4
South	Commercial	General Commercial	C-2
East	Highway 141	Highway 141	Highway 141
West	Agriculture	Mixed Use 1	R-4

BACKGROUND:

The applicant is requesting approval of a preliminary plat for the Hope Commercial Plat 5, which will allow for the future subdivision of the 3.75-acre property. The plat consists of two lots for commercial use. The site is currently zoned R-4 and resides in the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:

The preliminary plot shows one access point from NE Gateway Drive, with existing sidewalk access along the street.

Private sanitary sewer and water connections will extend across NE Gateway Drive, along the north side of both lots. The sanitary service will be installed with trenchless methods. A fifty-foot ingress/egress easement is proposed along the north side and will allow access to the lots via a shared driveway. The easement is proposed to be extended, and additional access to Lot 2 will be implemented upon site plan application. Stormwater management for the lot is provided in the existing development pond to the west.

STAFF RECOMMENDATION:

Staff would recommend approval of the preliminary plat for Hope Commercial Plat 5, subject to any remaining staff comments.

CITY OF GRIMES

Molly Mannel
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 8, 2022~~

~~March 22, 2022~~

April 7, 2022

Civil Design Advantage, LLC

Attn: Josh Trygstad

3405 SE Crossroads Drive, Suite G

Grimes, Iowa 50111

RE: Hope Commercial Plat 5 Preliminary Plat

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Preliminary Plat for the Hope Commercial Plat 5. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Please add the following addresses:~~
 - a. ~~Lot 1—491 NE Gateway Dr~~
 - b. ~~Lot 2—511 NE Gateway Dr~~
2. ~~Provide parking calculations. Since the use of Lot 2 is unknown, staff will want to ensure the site can provide the required parking.~~
3. ~~Johnston-Grimes Metro Fire Department suggests widening the access off of NE Gateway Dr. and installing a median. The department also suggests extending the roadway to provide a second access point to Lot 2 along the north side of the lot connecting to the east end of the lot. Please widen the NE Gateway Dr. access to allow for two vehicles and a median divide to be placed. The current width allows for a single vehicle to block the entrance.~~

~~Please also add a second access to the hotel along the north side to the east.~~
4. ~~As-built drawings to be submitted upon project completion.~~

Page 2:

1. ~~Please change water and sanitary services for Lot 2 to private services.~~

2. ~~Revise easement to private sanitary and water.~~
3. ~~Is detention proposed to be provided for each lot or will there be a shared basin? If shared, please label easement.~~
4. ~~Label width of the proposed public storm sewer & flowage easement to the south.~~
5. ~~Please change "Proposed Public Storm Sewer & Flowage Easement" to private.~~
6. ~~Correct callout note for "Proposed Public Storm Sewer Connection" to Private Sanitary.~~
7. ~~Revise water connection label to private.~~
8. ~~NE Gateway Dr. will have to be bored for sanitary connection.~~
9. ~~Extend storm sewer to Lot 2.~~
10. ~~Label sidewalk along NE Gateway Dr.~~
11. ~~Label lot dimensions.~~

Page 3:

1. ~~Label sidewalk along NE Gateway Drive.~~

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:	March 14, 2022 March 28, 2022 (1 PDF of Preliminary Plat)
PLANNING & ZONING:	April 5, 2022 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	April 26, 2022 at 5:30 at the Grimes City Hall

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Molly Mannel
Assistant Planner

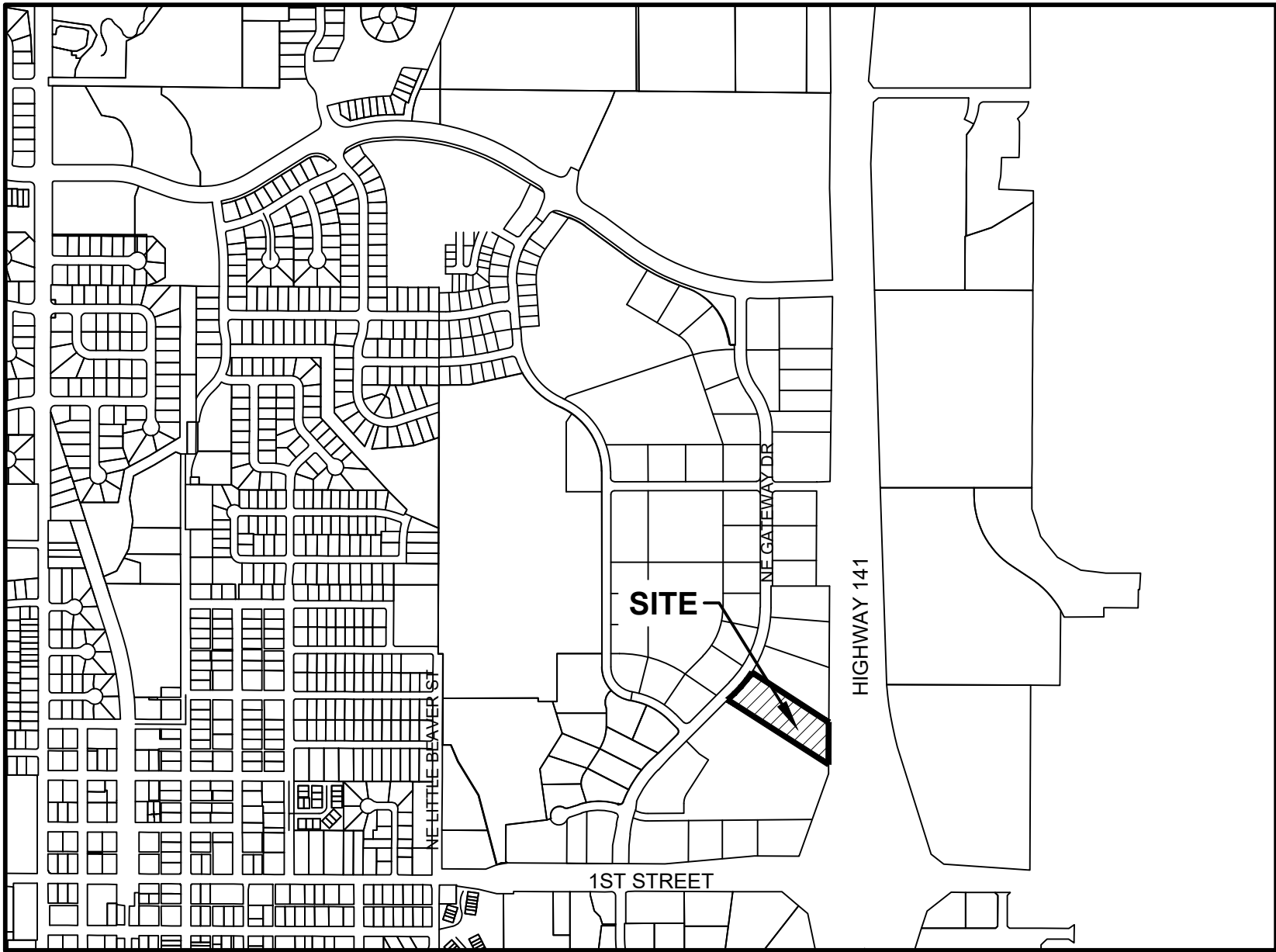
PRELIMINARY PLAT FOR:

HOPE COMMERCIAL PLAT 5

GRIMES, IOWA

VICINITY MAP

1"=500'



GRIMES, IOWA

OWNER / APPLICANT

HOPE K FARMS LLC
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: JOSH TRYGSTAD
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

FEMA FLOOD NOTE:

POLK COUNTY, PANEL 160 OF 555
MAP NUMBER= 19153C0160F
EFFECTIVE DATE= FEBRUARY 1, 2019

ZONING

R-4 HOPE COMMERCIAL PUD
(PLANNED UNIT DEVELOPMENT)

PRELIMINARY PLAT DESCRIPTION

LOT 46, HOPE COMERCIAL PLAT 4, AN OFFICIAL PLAT,
NOW INCLUDED IN AND FORMING A PART OF THE CITY OF
GRIMES, POLK COUNTY, IOWA, CONTAINING 3.75 ACRES
(163,140 SQUARE FEET), SUBJECT TO ALL EASEMENTS,
RESTRICTIONS AND COVENANTS OF RECORD.

SITE ADDRESS

LOT 1: 491 NE GATEWAY DRIVE
LOT 2: 511 NE GATEWAY DRIVE

OPEN SPACE NOTE

THE TOTAL LAND AREA DEVOTED TO OPEN SPACE AND
LANDSCAPING SHALL NOT BE LESS THAN THE SPECIFIED
PERCENTAGE OF THE GROSS LAND AREA INCLUDED IN THE
BUILDING LOT. SUCH OPEN SPACE SHALL BE MAINTAINED
AS GRASSED AND LANDSCAPED AREA AND SHALL NOT
INCLUDE ACCESS DRIVES, PARKING AREAS, STRUCTURES
OR BUILDINGS, EXCEPT ORNAMENTAL STRUCTURES
INCLUDED AS PART OF THE LANDSCAPING THEME

LEGEND

FEATURES

PROPOSED

GROUND SURFACE CONTOUR
TYPE SW-501 STORM INTAKE
TYPE SW-503 STORM INTAKE
TYPE SW-505 STORM INTAKE
TYPE SW-506 STORM INTAKE
TYPE SW-513 STORM INTAKE
TYPE SW-401 STORM MANHOLE
TYPE SW-402 STORM MANHOLE
TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT
WATER VALVE
FIRE HYDRANT ASSEMBLY
SIGN
DETECTABLE WARNING PANEL

SANITARY SEWER WITH SIZE
STORM SEWER
WATERMAIN WITH SIZE

SURVEY

SECTION CORNER
1/2" REBAR, YELLOW CAP #18660
(UNLESS OTHERWISE NOTED)
ROW MARKER
ROW RAIL
PLATTED DISTANCE
MEASURED BEARING & DISTANCE
RECORDED AS
DEED DISTANCE
CALCULATED DISTANCE
CURVE ARC LENGTH
MINIMUM 100 YEAR FLOOD
PROTECTION ELEVATION
CENTERLINE
SECTION LINE
1/4 SECTION LINE
1/4 1/4 SECTION LINE
EASEMENT LINE
LOT LINE
RIGHT OF WAY
BUILDING SETBACK
PLAT BOUNDARY

FOUND

▲
●
■
I
(P)
(M)
(R)
(D)
(C)
AL
MPE

EXISTING

GROUND SURFACE CONTOUR
SANITARY MANHOLE
WATER VALVE BOX
FIRE HYDRANT
WATER CURB STOP
WELL
STORM SEWER MANHOLE
STORM SEWER SINGLE INTAKE
STORM SEWER DOUBLE INTAKE
FLARED END SECTION
DECIDUOUS TREE
CONIFEROUS TREE
DECIDUOUS SHRUB
CONIFEROUS SHRUB
ELECTRIC POWER POLE
GUY ANCHOR
STREET LIGHT
POWER POLE W/ TRANSFORMER
UTILITY POLE W/ LIGHT
ELECTRIC BOX
ELECTRIC TRANSFORMER
ELECTRIC MANHOLE OR VAULT
TRAFFIC SIGN
TELEPHONE JUNCTION BOX
TELEPHONE MANHOLE/VAULT
TELEPHONE POLE
GAS VALVE BOX
CABLE TV JUNCTION BOX
CABLE TV MANHOLE/VAULT
MAIL BOX
BENCHMARK
SOIL BORING
UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC
UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

BENCHMARKS

BURY BOLT ON HYDRANT @ SE CORNER OF HWY 44 & SE GATEWAY DRIVE
ELEVATION=940.44

CITY BENCHMARK G6J-012
CAP BOLT ON HYDRANT @ SW CORNER 5TH ST & NORTH LITTLE BEAVER DR.
ELEVATION=926.02

CITY BENCHMARK G6N-004
CAP BOLT ON FIRE HYDRANT AT THE SOUTHWEST CORNER OF NORTH 4TH STREET AND NORTH
LITTLE BEAVER DRIVE
ELEVATION=927.36



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

AGENDA MEMO

For Meeting of April 26, 2022

AGENDA HEADING:

Hope Commercial Plat 5 - Final Plat

SYNOPSIS:

The applicant is requesting approval of a final plat for the Hope Commercial Plat 5, which will allow for the future subdivision of the 3.75-acre property. The plat will consist of two lots for commercial development.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved rezoning - 2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 04/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Hope Commercial Plat 5 final plat subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: April 5, 2022
RE: Hope Commercial Plat 5 – Final Plat

GENERAL INFORMATION:

Applicant:	Hope K Farms LLC
Requested Action	Final Plat
Location	West of Highway 141, north of Hy-Vee

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Agriculture	Mixed Use 1	R-4
North	Agriculture	Mixed Use 1	R-4
South	Commercial	General Commercial	C-2
East	Highway 141	Highway 141	Highway 141
West	Agriculture	Mixed Use 1	R-4

BACKGROUND:

The applicant is requesting approval of a preliminary plat for the Hope Commercial Plat 5, which will allow for the future subdivision of the 3.75-acre property. The plat consists of two lots for commercial use. The site is currently zoned R-4 and resides in the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:

The final plat is consistent with the preliminary plat and indicates the appropriate easements. Access to the development will be provided via NE Gateway Drive, with existing sidewalk access along the street.

Private sanitary sewer and water connections will extend across NE Gateway Drive, along the north side of both lots. The sanitary service will be installed with trenchless methods. A fifty-foot ingress/egress easement is proposed along the north side and will allow access to the lots via a shared driveway. The easement is proposed to be extended, and additional access to Lot 2 will be implemented upon site plan application. Stormwater management for the lot is provided in the existing development pond to the west.

STAFF RECOMMENDATION:

Staff would recommend approval of the final plat for Hope Commercial Plat 5, subject to any remaining staff comments.

CITY OF GRIMES

Molly Mannel
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 8, 2022~~

~~March 22, 2022~~

April 7, 2022

Civil Design Advantage, LLC

Attn: Josh Trygstad

3405 SE Crossroads Drive, Suite G

Grimes, Iowa 50111

RE: Hope Commercial Plat 5 Final Plat

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Final Plat for the Hope Commercial Plat 5. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Please add the following lot addresses:~~
 - ~~a. Lot 1 491 NE Gateway Dr~~
 - ~~b. Lot 2 511 NE Gateway Dr~~
- ~~2. Will each lot have its own detention basin or will it be shared? Provide easement if shared.~~
- ~~3. Label existing easements with book and page.~~
- ~~4. Update legal description. Hope Commercial is spelled incorrectly.~~

Legal Comments:

1. Title opinion
2. Consent(s) to Plat
 - a. Owner consent
 - b. Mortgagee consent (if applicable)
3. Treasurer's Certificate

4. County Subdivision Name Approval
5. ~~Legal description in Word format~~
6. Easement documents and legal descriptions. ~~Yes, easement documents are required for private easements.~~
7. ~~Declaration and Covenants, Restrictions and Easements~~
8. ~~4 year maintenance bond (if public main is constructed)~~
9. ~~Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~March 14, 2022~~
 ~~March 28, 2022~~
 (1 PDF of Final Plat and Legals)

PLANNING & ZONING: April 5, 2022 at 5:30 at the Grimes City Hall

COUNCIL MEETING: April 26, 2022 at 5:30 at the Grimes City Hall

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Molly Mannel
Assistant Planner

LOCATION:	LOT 46, HOPE COMMERCIAL PLAT 4, GRIMES, IA
REQUESTOR:	HOPE K FARMS LLC
PROPRIETOR:	HOPE K FARMS LLC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765
SURVEYOR:	MATTHEW J. THOMAS
PREPARED BY & RETURN TO:	CIVIL DESIGN ADVANTAGE 4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PH: 515-369-4400

HOPE DEVELOPMENT & REALTY
CONTACT: ARASH RAZIZADEH
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: JOSH TRYGSTAD
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
FX. (515) 369-4410

FEBRUARY 25, 2022

R-4 HOPE COMMERCIAL PUD
(PLANNED UNIT DEVELOPMENT)

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

LOT 46 IN HOPE COMMERCIAL PLAT 4, AN
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A
PART OF THE CITY OF GRIMES, POLK COUNTY,
IOWA, CONTAINING 3.75 ACRES (163,140 SQUARE
FEET), SUBJECT TO ALL EASEMENTS,
RESTRICTIONS AND COVENANTS OF RECORD.

1ST STREET

HIGHWAY 141

SITE

[illegible]

SECTION CORNER AS NOTED	▲	△
1/2" IR, W/RED PLASTIC CAP #19968 (UNLESS OTHERWISE NOTED)		○
1/2" IR, W/YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	_____	
SECTION LINE	_____	
EASEMENT LINE	_____	
BUILDING SETBACK LINE	_____	
PLAT BOUNDARY	=====	

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



MATTHEW J. THOMAS, P.L.S.

04/13/2022

DATE

LICENSE NUMBER 19968
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

[illegible]

RESOLUTION NO. 04-3622

RESOLUTION APPROVING FINAL PLAT OF HOPE COMMERCIAL PLAT 5 AND
CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Hope Commercial Plat 5, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by Hope K. Farms, LLC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has filed with the City of Grimes a Declaration of Covenants, Conditions, Easements and Restrictions for the Plat to be recorded with the final plat thereof; and

WHEREAS, the plat of Hope Commercial Plat 5 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

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

That the plat of Hope Commercial Plat 5 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the following additional easements to be filed with the Plat:

1. Private Storm Sewer and Flowage Easement.
2. Ingress-Egress, Private Sanitary Sewer and Private Water Service Easement.

3. Ingress-Egress, Private Sanitary Sewer and Private Water Service Easement – Lot 45.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Declaration of Covenants, Conditions, Easements and Restrictions for the Plat and the City Clerk is directed to file such Covenants with the Plat.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all easement and other agreements, and file the final plat of Hope Commercial Plat 5, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this 26th day of April, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk