

1. Agenda

Documents:

[051022 CC AGENDAUPDATED.PDF](#)

2. Meeting Materials

Documents:

[051022 CC PACKET UPDATED.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 May 10, 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 May 10, 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. Filing of Reports and Correspondence
- C. Resolution 05-0322 Approving Quotes and Bills over \$10,000
- D. ABD & Tobacco Licensing:
 - a. Renewal: Casey's #2520 206 E. 1st St. Class E Liquor; Class B Wine, Class C Beer, and Sunday Sales
 - b. New: Hy-Vee Fast & Fresh #2: 1701 SE 37th: Class E Liquor, Class B Wine, Class C Beer, Sunday Sales, and Tobacco: OTC & Alternative products.
- E. Resolution 05-0422 Consent and Agreement for Improvements for Lot 121 of Beaverbrooke West Plat 8 – 2005 NW Sunset Lane
- F. Resolution 05-0522 Consent and Agreement for Improvements for lot 3 of Heritage at Grimes Plat 5 – 1009 NE 21st Street
- G. Resolution 05-0622 Consent and Agreement for Improvements for Lot 29 of Autumn Park West Plat 1 – 1708 NW 8th Street
- H. Resolution 05-0722 Consent and Agreement for Improvements for Lot 9 of Heritage at Grimes Plat 6 – 2308 NE Little Beaver Drive
- I. Resolution 05-2722 Consent and Agreement for Improvements for Lot 61, Brentwood Estates – 2800 NE Cherry Court
- J. Resolution 05-2822 Consent and Agreement for Improvements for Lot 33, Glenstone Trail Plat 1- 2804 SE Weatherstone St.
- K. Resolution 05-2322 Renewing License for Metro Household Waste
- L. Resolution 05-0222 Certifying the Fire Department Captains Promotional List Dated April 27, 2022
- M. Resolution 05-2022 Setting a Time and Place for a Public Hearing on an Amendment to The Fiscal Year 2021-2022 Budget for the City of Grimes
- N. Resolution 05-2222 Setting the Date for Sale of General Obligation Corporate Purpose Bonds, Series 2022A and Authorizing the Use of a Preliminary Official Statement in Connection Therewith
- O. Resolution 05-2522 To Approve the Televising and Cleaning of Sanitary Sewer Lines in the City of Grimes
- P. Resolution 05-2622 Approving Appointments to Boards and Commission
- Q. Proclamation National Public Works Week
- R. Change Orders:
 - 1. Change Order #3 Elder Corporation for the Iowa Hwy 141 SB & Iowa Hwy 44 Traffic Signal and Turn Lane Improvements
 - 2. Change Order #3 On Track Construction, LLC for the Northwest Territory Station and Force Main increasing contract \$8,684.26
 - 3. Change Order #4 Concrete Technologies for the North Sports Complex Parking Lot Improvements increasing contract \$2,953.05
- S. Pay Requests:
 - 1. Pay Request #3 to Elder Corporation for the Iowa Hwy 141 SB & Iowa Hwy 44 Traffic Signal and Turn Lane Improvements decreasing the contract \$5,347.59
 - 2. Pay Request #10 On Track Construction, LLC for the Northwest Territory Lift Station and Force Main \$16,399.38
 - 3. Pay Request #27 Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant – Phase 1 \$433,168.23
 - 4. Pay Request #2 Shank Constructors, Inc for the WRA Grimes Connector – Contract 4 \$152,544.50
 - 5. Pay Request #6 Concrete Technologies, Inc for the North Sports Complex Parking Lot Improvements \$48,234.28

- T. Pay Requests for Professional Services:
 - 1. Pay Request #41 Veenstra & Kimm, Inc for the WRA Connector \$33,571.24
 - 2. Pay Request #4 Snyder & Associates, Inc for the Traffic Signal Network Communication Project \$7,342.50
 - 3. Pay Request #7 ISG for the Water Works Park Splash Pad \$16,116.51
 - 4. Pay Request #27 Bolton & Menk, Inc for the Highway 44 & SW County Line Road Intersection Improvements \$8,502.50
 - 5. Pay Request #7 Bolton & Menk, Inc for the 2021 Asphalt Overlay Project \$15,585.50
- U. 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. Second Reading on Ordinance 761 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
- B. Second 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
- C. SE Trail Ridge Road Water Main Improvement Project
 - 1. Public Hearing on the SE Trail Ridge Road Water Main Improvement Project
 - 2. Resolution 05-0822 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the SE Trail Ridge Road Water Main Improvement Project
 - 3. Resolution 05-0922 Making Award of Construction Contract for the SE Trail Ridge Road Water Main Improvement Project
 - 4. Resolution 05-1022 Authorizing Construction Contract and Bond for the SE Trail Ridge Road Water Main Improvement Project
- D. SE Jacob Street Reconstruction and Storm Sewer Improvement Project
 - 1. Public Hearing on the SE Jacob Street Reconstruction and Storm Sewer Improvement Project
 - 2. Resolution 05-1122 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the SE Jacob Street Reconstruction and Storm Sewer Improvement Project
 - 3. Resolution 05-1222 Making Award of Construction Contract for the SE Jacob Street Reconstruction and Storm Sewer Improvement Project
 - 4. Resolution 05-1322 Authorizing Construction Contract and Bond for the SE Jacob Street Reconstruction and Storm Sewer Improvement Project
- E. County Line Road Traffic Signal Improvements
 - 1. Public Hearing on the County Line Road Traffic Signal Improvements
 - 2. Resolution 05-1422 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the County Line Road Traffic Signal Improvements
 - 3. Resolution 05-1522 Making Award of Construction Contract for the County Line Road Traffic Signal Improvements
 - 4. Resolution 05-1622 Authorizing Construction Contract and Bond for the County Line Road Traffic Signal Improvements

- F. Sewer Revenue Loan Disbursement Agreement 1.
 - 1. Public Hearing on Proposal to Enter into a Sewer Revenue Loan and Disbursement Agreement
 - 2. Resolution 05-1722 Authorizing and Approving a Loan and Disbursement Agreement and Providing for the Issuance and Securing the Payment of \$36,573,000 Sewer Revenue Bonds, Series 2022
- G. Resolution 05-1822 Approving Final Plat of Kennybrook Village Plat 2 and Certain Related Agreements and Easements
- H. Resolution 05-1922 Making Award of Construction Contract for the Traffic Signal Network Communication Project to Van Maanen Electric, Inc.
- I. Resolution 05-2422 Approving the Real Estate Gift Agreement and Authorizing the Mayor to Execute the Agreements

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, April 26, 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 26, 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 Johansen, Second by Gisch, to approve the agenda

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

CONSENT AGENDA

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- Governor's 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: 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 A.A. Receiving and Filing of Correspondence and Reports B.B. Finance Report March 2022 CC. Claims Report \$758,369.90 Motion by Gisch, Second by Burger, to approve the Consent Agenda. Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

PUBLIC FORUM -None

PUBLIC AND COUNCIL AGENDA ITEMS

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 Marcia Woodke advised the Council that while it was initially estimated that a 15% increase for sewer services would be likely, it has since been determined that the overall increase could be held to 7 ½ %. Woodke said these rates would effective July 1, 2022, and be reflected on the August utility billing. Woodke said the impact on the average monthly bill for sewer charges for residential customers, based on 4,000 gallon per month, would be an increase of \$2.28 per month from \$30.60 to \$32.88. Woodke said the increase for water usage would be 2 ½ % with a monthly impact to households averaging 4,000 gallons per month, would be \$1.04 from \$42.42 to \$43.46. Woodke noted that the cash reserves in the storm water fund are strong so no increase is needed.. She said storm water cash flow showed total revenues were up 5.85% and operating expenses were down 1.3% from fiscal year 2020. Woodke noted that the solid waste and recycling costs were increasing across the metro due to the new contracts. She is proposing to increase the rate of recycling to \$4.32 to cover the pass- through costs from the hauler. Woodke requested increasing the solid waste cost for the first container to \$9.59 and \$10.73 (the full cost) for a second container. City Administrator Jake Anderson noted that it has been two years since there has been any increase in water and sewer rates.

Mayor Mikkelsen opened the Public Hearing at 5:36 pm. Being no oral or written comments, the hearing was closed at 5:36 pm

Motion by Gisch, Second by Johansen, to approve the First Reading of Ordinance 761 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

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

Development Services Director Pfaltzgraff advised the Council that there had not been any changes from the previous readings of the Ordinance. Pfaltzgraff noted 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 said a site plan would be coming before the Council in the next month. He added that the Planning and Zoning Board and staff recommended approval.

Motion by Johansen, Second by Borcharding, to approve the 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

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

Motion by Johansen, Second by Borcharding, to approve Final Passage 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

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

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

Development Services Director Pfaltzgraff stated that this rezone would allow for three lots to be zoned M-1A Commercial and Limited Light Industrial District. He advised that this project would include the completion of Gateway Drive. Pfaltzgraff said the Planning and Zoning Board had reviewed the plans and recommended approval along with staff.

Mayor Mikkelsen opened the Public Hearing at 5:48 pm. Being no oral or written comments, the hearing was closed at 5:48 pm

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.

Council Member Gisch said he was excited about having Gateway Drive completed and thought this will offer relief for the volume of traffic on Highway 141. Gisch noted that Polk County Sheriff may need to monitor that area closely once open to ensure traffic speeds are enforced.

Motion by Johansen, Second by Borcharding, to approve the First Reading of Ordinance 762.

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

D. 4235 SE Beisser Drive – Site Plan

Development Services Director Pfaltzgraff said this lot is located at the south end of SE Beisser Drive. He stated the applicant is requesting approval of a site plan amendment, which will allow for the construction of an additional building on the site. He said the proposed building consists of 14,250 square feet of warehouse space. He added that the property is not located within an overlay district.

Motion by Johansen, Second by Gisch, to approve 4235 SE Beisser Drive Site Plan.

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

E. DCG High School Building Addition – Site Plan

Development Services Director Pfaltzgraff advised the Council that the applicant is requesting approval of a site plan amendment to allow for the construction of a building addition on the site. Pfaltzgraff said the proposed building will consist of 20,310 square feet of gym, fitness room and office space. He advised the Council that a sidewalk along the west edge of the high school will be replaced as part of the project. Pfaltzgraff added that this site is located within the Transportation Corridor Mixed Use Development Overlay District.

Motion by Johansen, Second by Borcharding, to approve the DCG High School Building Addition Site Plan.

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

F. Hope Commercial Plat 5 – Preliminary Plat

Development Services Director Pfaltzgraff advised the Council this applicant is requesting approval of a preliminary plat for the Hope Commercial Plat 5. Pfaltzgraff said this lot is located just north of the existing Hy-Vee and will allow for the future subdivision of the 3.75-acre property into two lots. Pfaltzgraff stated the developer intends to build a hotel, and the current lot size is larger than what they need, so the second lot would be used for a possible retail location.

Motion by Gisch, Second by Burger, to approve the Hope Commercial Plat 5 Preliminary Plat.

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

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

Development Services Director Pfaltzgraff said the applicant for the previous agenda item is also requesting approval of a final plat for Hope Commercial Plat 5. Pfaltzgraff noted that Planning and Zoning had also reviewed this plat and would recommend approval subject to any remaining staff comments.

Motion by Gisch, Second by Johansen, to approve Resolution 04-3622 Approving Final Plat of Hope Commercial Plat 5 and certain related agreements, easements and staff comments.

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

ADJOURN

Motion by Gisch, Second by Johansen, to adjourn the meeting at 6:02 p.m.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

Fort Des Moines Museum and Education Center Board

April 28, 2022

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

Dear Mayor Mikkelsen and Grimes City Council members,

On behalf of the board of directors of Fort Des Moines Museum and Education Center, thank you, as a Bravo Investing Partner, for your commitment to supporting arts, culture, and heritage nonprofit organizations and programs in Central Iowa! Your partnership with Bravo Greater Des Moines provides encouragement to a small nonprofit like us and promotes interaction of our treasures with your constituents.

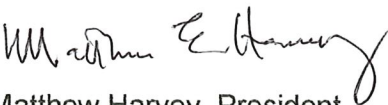
Our plan for grant funds is to create and deliver new original programing and resources for the Museum and for a new website, to raise awareness about those who were trained and served at Fort Des Moines, the Black Officers of World War I and the Women's Army Corp (WAC) of World War II.

With this support we hope to reach a wider, more diverse audience, including students and educators, throughout your community, promoting the hallmarks of the Fort's legacy - cultural education, leadership development, diversity, inclusion, and community service.

Funds from this grant will also help us enhance the on-site experience for visitors, repairing and refreshing several of the current interactive video exhibits, and adding QR codes, linking to new audio, video, photographs, and other information sources to give visitors more opportunity to interact with our exhibits. We are grateful for your support in making Fort Des Moines Museum a destination for your constituents to explore and enjoy.

Thank you, thank you for making all of this possible through your investment in Bravo Greater Des Moines.

Sincerely,



Matthew Harvey, President
Board of Directors



Jack Porter, Treasurer



Kathleen Murrin, Secretary

Enc: Annual Report 2020



FORT DES MOINES MUSEUM

AND EDUCATION CENTER

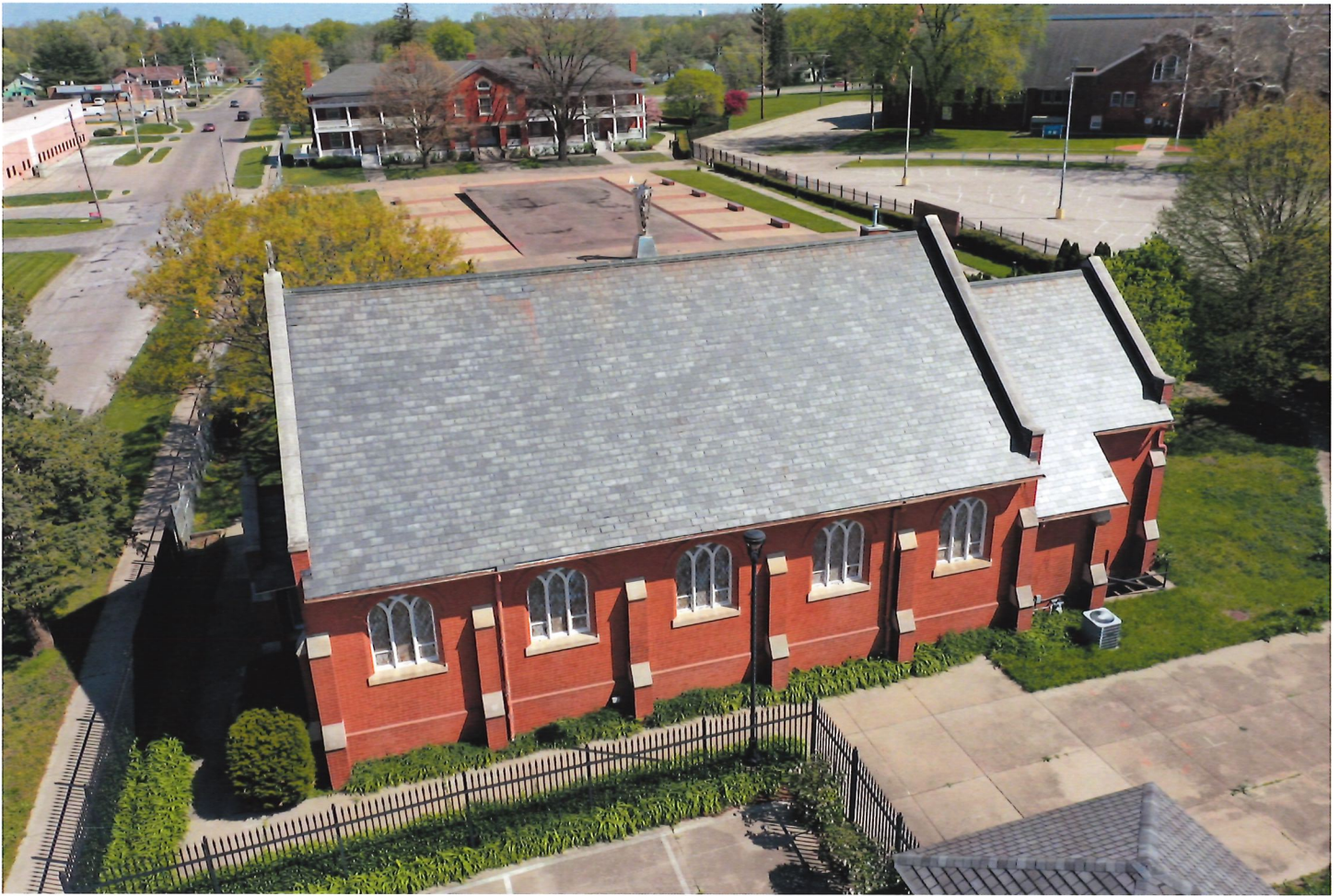
ANNUAL REPORT: 2020

From the Board President: State of the Fort

The Board of Directors of the Fort Des Moines Museum and Education Center had a productive year, despite the challenges imposed by the COVID-19 pandemic. Several important projects were completed, partnerships established, and progress made on ensuring the Museum has a sustainable business model moving forward. Thank you for helping us preserve their story.

BOARD OF DIRECTORS

Matthew Harvey – President
Jack C. Porter – Treasurer
Kathleen Murrin – Secretary
Hugh Foster
Jeff Kluever
Jeremy Malley
Dalton McDonald
Dr. Steven Neville
Elizabeth Ohloff
Reggie Richardson
Tom Weaver
Gialan Williams
Arnold Woods
Dr. James Wright

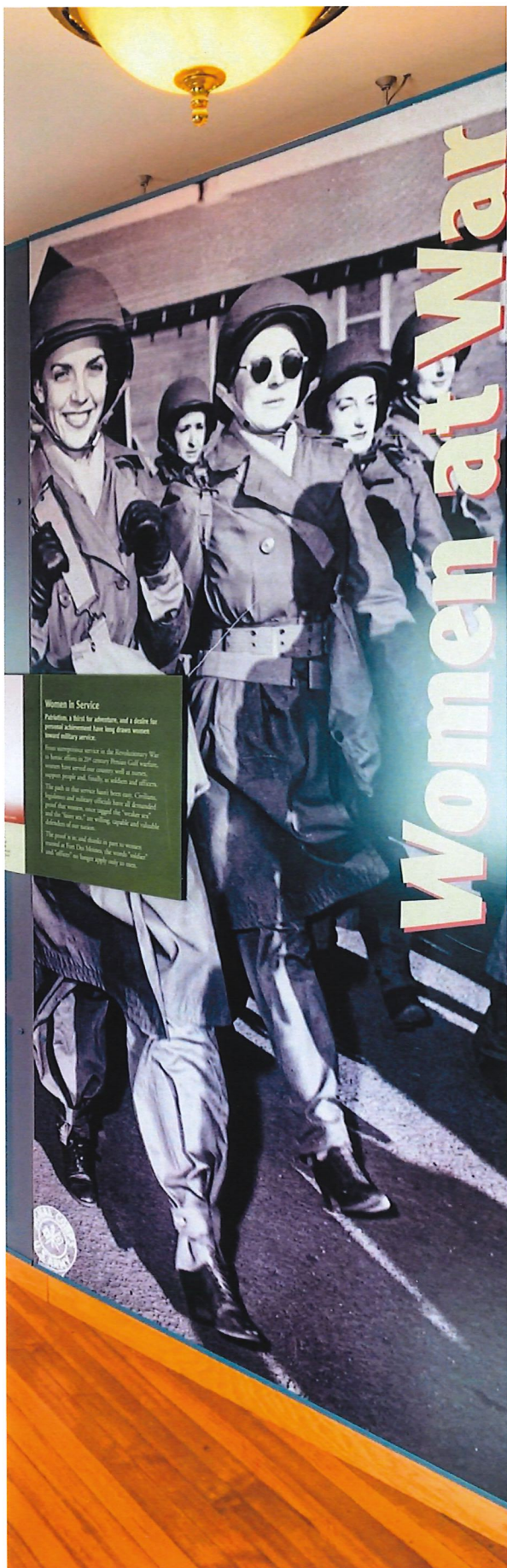


A little history

The creation of the Provisional Army Officer Training School at Fort Des Moines marked both the U.S. Army's first recognition of its responsibility to train Black Officers and the establishment of a military tradition among Blacks.

George H. Woodson (1865-1933), lawyer, politician, activist, and a founder of the Iowa Negro Bar and the National Bar Association (1925), predicted the national historical significance of the Fort Des Moines in 1917 when he wrote the passage at right.

"In the years to come when the chronicler of history starts out again to mark the milepost along the world's highway of civil and religious freedom, ... he will point to Fort Des Moines, in A.D. 1917, and tell how more than a thousand young Colored men fitted themselves in three short months under Colonel Charles C. Ballou to meet the responsibility of twenty years of ordinary training and went forth as officers of the Colored fighting force of the United States of America to help save liberty of all the people of the world."



Mission

The Fort Des Moines Museum and Education Center will preserve, promote, and perpetuate the sacrifice, service, and leadership of the Black Officers of World War I, the Women's Army Corp (WAC) of World War II, and all others whose lives have been connected to Fort Des Moines.

Vision

The Fort Des Moines Museum and Education Center will fulfill its mission by perpetuating the legacy of leadership training and development conducted at the Fort since 1903. Utilizing Museum archives and collections, creating exhibits and traveling displays, and offering innovative leadership programming, the Fort Des Moines Museum and Education Center will build on the remarkable history of the Fort, educating and inspiring a new generation of leaders to impact the world. The Museum believes that inspiring others to change the world honors all those associated with Fort Des Moines, veterans and civilians, who once served at the Fort.

Values

Leadership development is, and always has been, the heart of Fort Des Moines. As such, the values of the Fort Des Moines Museum and Education Center reflect the same values taught to those leaders previously trained at Fort Des Moines.

- **Loyalty** – The Museum acts in good faith to carry out the mission, vision, and values of the Fort Des Moines Museum and Education Center. We are tireless advocates for the Museum.
- **Duty** – We are dedicated to honoring all those who have served at Fort Des Moines by preserving and promoting their stories, their collected archives, and the historic property owned by the Museum. It is our duty to ensure their story is remembered.
- **Respect** – The Museum treats all members, patrons, visitors, and others associated with the Museum with dignity and esteem.
- **Selfless Service** – The Museum strives to develop and inspire new leaders to give their time and talent to impact their community in a positive way.
- **Honor** – The stories of the men and women who served at Fort Des Moines are the cornerstone of our actions from which all other efforts are built.
- **Integrity** – We demonstrate integrity by taking actions that fulfill our commitments, honor our word, and demonstrate sound financial stewardship of Museum resources in a transparent manner.
- **Personal Courage** – History can be uncomfortable and controversial. The Museum is dedicated to telling our story based on the most reliable historical record available.



Engagement

Public engagement was challenging this year, as the COVID-19 pandemic closed the Museum to the public for several months. The Museum is currently open by appointment only for tours. Our visitation numbers declined significantly overall due to the virus. Nearly all our **visitors in 2020** toured the Museum on a private tour, ensuring that we followed proper public health guidelines. The Museum is currently open by appointment only for tours.

Planning is underway to promote and host events at our facility, in both Clayton Hall and the Chapel. **One wedding and reception** took place during 2020. The Museum continues to promote use of our facility by **local church congregations**, creating a possibility for consistent revenue. These efforts, and many others, will help the Museum realize its long-term goal of financial sustainability.

Our partnership with the **Des Moines Radio Amateurs' Association (DMRAA)** continues to raise awareness for the Museum. DMRAA created a radio room in Clayton Hall and has conducted numerous Ham Radio Education classes, followed by FCC authorized Ham Radio license exams, all held at the Museum. Additional classes are held in Clayton Hall on Thursdays. DMRAA also held a 24-hour **"Field Day"** event as part of a nation-wide emergency preparedness test. This event has been held annually since 1933. A number of educational classes were held at the event and community outreach was conducted through public announcements, including a promotional spot on **Van and Bonnie's WHO morning radio show**.

The Museum also took steps to conduct digital outreach in 2020. Our annual **Massing of the Colors** event on November 7, 2020, was held virtually by making the ceremony available for streaming on YouTube. Several online presentations about the Fort and its history were delivered. The Fort partnered with **Sen. Joni Ernst's office** to create a video, now shared on YouTube and our Facebook page, to raise awareness of the Fort and our history. **"Deeds not Words"** and **"Her Story,"** two videos highlighting the Fort's history, are now available on YouTube and Facebook. Our **Facebook page** continues to add new followers (currently 1,724) and our most popular posts reach hundreds, and sometimes thousands of people. In addition, we receive multiple **inquiries** about the Fort each month from researchers, veterans who served at the Fort, and others interested in our unique story. Finally, the Museum is writing several **online lesson plans** for educators to use with their students to share the important history and legacy of Fort Des Moines.

Capital Improvements

Several major capital improvements were completed in 2020. First, repairs to the HVAC system were made resulting in functioning heat and air conditioning inside Clayton Hall, which houses the Museum's collections, exhibits, and archives. The Board is assessing what additional work needs to be completed on the HVAC system. Second, using donated funds, an exterior access ramp was installed along the west side of Clayton Hall to replace the broken exterior elevator. The interior passenger elevator and fire alarm system were repaired and inspected. Now, guests with disabilities can easily enter our facility once again. Outdated locks were replaced on all access points to the Museum and Chapel grounds, and Knox boxes were added to give the fire department access to the grounds and facility in case of an emergency. Finally, several toilets in Clayton Hall were repaired and brought back into service.

In addition, significant improvements were made to the landscaping around the Museum grounds including hedges trimmed, vines and weeds removed throughout the property, deep cleaning and new paint for the chapel guardhouse, a rotten banister was replaced, and other important updates. Volunteer support was critical to many of these landscaping improvements, including donation of a riding lawnmower, paint, and other services, in addition to countless hours of volunteer labor.

Financial Report

JANUARY 1 - DECEMBER 31, 2020

INCOME

Considerable progress was made in the organization and tracking of the Museum's finances. Monthly financial reports are now provided to the Board of Directors, and drafts of multi-year budgets have been created. These multi-year budget forecasts are guiding Board discussion and planning for a sustainable business model. The Museum is current with all expenses, including unbudgeted costs associated with chapel repairs and HVAC repairs.

	BUDGET	ACTUAL	VARIANCE
Contributions – Corporate	\$26,400	\$103,773	\$77,373
Contributions – Private	\$5,040	\$5,775	\$735
Donations	\$7,200	\$2,027	(\$5,173)
In-Kind Contributions	\$0	\$7,124	\$7,124
Board Pledges	\$6,000	\$4,630	(\$1,370)
Total	\$44,640	\$123,330	\$78,690

EXPENSES

Our annual income was more than budgeted, due to the generous gift from the W.T. Dahl Trust and major donations from a Polk County Community Development Grant, Mid-American Energy Foundation, NAACP, a State of Iowa COVID-19 sustainability program. The shortfall in donations was not surprising, given the Museum was not open for most of the year due to the COVID-19 pandemic. A special note of appreciation for members of the DMRAA for locating their Club at the Museum. The volunteer and financial support of DMRAA members Tom Weaver, Dennis O'Brien and Bob Johnson, was especially appreciated.

	BUDGET	ACTUAL	VARIANCE
Insurance	\$11,788	\$12,842	(\$1,054)
Professional Services	\$350	\$350	\$0
Electric/Gas	\$7,080	\$7,085	(\$5)
Telephone/Internet	\$3,504	\$2,413	\$1,091
Trash	\$480	\$111	\$369
Website	\$240	\$0	\$0
Archives	\$120	\$0	\$120
Marketing	\$0	\$150	(\$150)
Office Supplies	\$120	\$189	(\$69)
Maintenance/Repairs	\$25,000	\$27,917	(\$2,917)
Misc.	\$1,200	\$1,096	\$104
Total	\$49,882	\$52,154	(\$2,272)

TOTALS

We managed our expenses very well in 2020, given most of our expenses were variable maintenance costs and repairs. Although over budget on several line items, with higher than budgeted revenue, the Board was comfortable with these increased expenses.

	ACTUAL
Total Income	\$123,330
Total Expenses	\$ 52,154
Net Income	\$ 71,176



Contributors

We gratefully acknowledge and thank all who so kindly contributed to the Museum. We had 36 unique contributors to the Museum in 2020. The generosity of the individuals and organizations listed enables us to continue to expand our reach in the community regarding the history and legacy of those who served at the Fort.

GENERALS OF THE FORT (\$1,000 +)

The W.T. and Edna M. Dahl Trust
Matthew and Hayley Harvey
MidAmerican Energy Foundation
NAACP c/o Des Moines Chapter
Polk County Supervisors
Jack C. Porter
Tomas Weaver
Todd O'Brien
Paul Tyler

COLONELS OF THE FORT (\$500 - \$999)

Community Foundation of Greater Des Moines
Voya Financial c/o Penny Edmonds
Equitable of Iowa Fund
Jeff Kluever
Kay and Keith Lowe
Dr. Steven Neville
Jamie Dorrell

SERGEANT MAJOR OF THE FORT (\$250 - \$499)

Betty Grimes
Dalton McDonald
Kathleen Murrin
David and Priscilla Ruhe
Arnold Woods
Dennis O'Brien

SERGEANT OF THE FORT (\$100 - \$249)

Charles and Bonnie Pletke

CORPORAL OF THE FORT (\$35 - \$99)

Des Moines Radio Amateurs' Association (DMRAA)
Keeling Wealth Advisors

FRIEND OF THE FORT (\$1 - \$34)

Wells Fargo Community Bank / Your Cause



Support the Fort

In 2021, We look forward to expanding our efforts to educate and increase awareness about the Museum, the chapel, and the stories of the men and women who served our country. We face a daunting task, one which we wholeheartedly believe in and will work hard to achieve.

CONTACT US

If you would like to schedule a tour or an event at the Museum:

- email info@fortdesmoines.museum
- visit us online at fortdesmoines.museum
- call us at (515) 400-3678
- leave a message at (515) 953-6527.

The Museum is located at 75 E. Army Post Road, Des Moines, IA 50315.

DONATE

If you would like to help support the mission and vision of the Museum, you may send a donation in the following ways:

- Mail a check to **Fort Des Moines Museum and Education Center, PO Box 36815, Des Moines, IA, 50315**
- Designate your donation through the **Greater Des Moines Community Foundation**
- Via the Go Fund Me page on Facebook: [facebook.com/fortDSMmuseum](https://www.facebook.com/fortDSMmuseum)
- Via **PayPal**



Grimes - Arrest Counts

Total: 16 People Arrested With 30 Charges

People Arrested With Highest Charge - Grimes			
Year	Month	Charge	Count
2022	Apr	ARREST WITHOUT WARRANT	1
		ASSAULT - General	1
		ASSAULT CAUSING BODILY INJURY	1
		ASSAULT ON PERSONS IN CERTAIN OCCUPATIONS-NO INJURY	1
		DOMESTIC ABUSE ASSAULT	1
		DOMESTIC ABUSE ASSAULT - 3RD OR SUBSEQUENT OFFENSE	1
		DOMESTIC ABUSE ASSAULT CAUSE BODILY INJURY/MENTAL ILLNESS	1
		DRIVING WHILE BARRED - HABITUAL OFFENDER	2
		DRIVING WHILE LICENSE DENIED,SUSP,CANCELLED OR REVOKED	1
		OPERATING WHILE UNDER THE INFLUENCE 1ST OFFENSE	1
		PROBATION VIOLATION	1
		THEFT 4TH DEGREE	1
		THEFT 5TH DEGREE -- Other Means Under \$200	3
		Month Total	16
	Year Total		16

All Arrest Charges - Grimes			
Year	Month	Charge	Charge Count
2022	Apr	ARREST WITHOUT WARRANT	1
		ASSAULT - General	1
		ASSAULT CAUSING BODILY INJURY	1
		ASSAULT DOMESTIC ABUSE WITH INTENT OR WITH A WEAPON	1
		ASSAULT ON PEACE OFFICERS and OTHERS	1
		ASSAULT ON PERSONS IN CERTAIN OCCUPATIONS-NO INJURY	1
		DOMESTIC ABUSE ASSAULT	1
		DOMESTIC ABUSE ASSAULT - 3RD OR SUBSEQUENT OFFENSE	1
		DOMESTIC ABUSE ASSAULT CAUSE BODILY INJURY/MENTAL ILLNESS	1
		DRIVING WHILE BARRED - HABITUAL OFFENDER	2
		DRIVING WHILE LICENSE DENIED,SUSP,CANCELLED OR REVOKED	1
		FAILURE TO PROVIDE PROOF OF FINANCIAL LIABILITY No Accident	1
		IMPROPER BRAKE LIGHT	1
		INTERFERENCE W/OFF ACTS W/ INJURY- MISDEMEANOR	2
		LEAVE SCENE OF ACCIDENT - PROPERTY DAMAGE ONLY	1
		OPEN CONTAINER - DRIVER 21 YRS OLD AND OLDER Open Container	1
		OPERATING WHILE INTOXICATED, First Offense	1
		OPERATING WHILE UNDER THE INFLUENCE 1ST OFFENSE	1
		OPERATION WITHOUT REGISTRATION	1
		POSSESSION OF A CONTROLLED SUBSTANCE, 3RD OR SUBSEQUENT OFFE	1
		POSSESSION OF CONTROLLED SUBSTANCE 2ND OFFENSE - Possession	1
		PROBATION VIOLATION	1
		THEFT 4TH DEGREE	1
		THEFT 5TH DEGREE -- Other Means Under \$200	3
		VIOLATION OF PROBATION - 1985	2
		Month Total	
Year Total		30	



Grimes - Calls For Service Counts

Year	Month	Naturecode	CFS
2022	Apr	ABAND	1
		ACCIDENT	13
		ANIMAL	13
		ASSAULT	2
		ASSIST	43
		ATL	4
		AUDIBLE	14
		BROADCAST	2
		BUILDING	131
		COMMFIRE	7
		DEBRIS	3
		DISPUTE	16
		DOMESTIC	16
		DPQ	6
		FIGHT	2
		FOLLOW	18
		FOUND	1
		FRAUD	4
		HARASS	5
		HITRUN	2
		INCOMP	3
		INDECENT	1
		INFO	5
		INVESTIG	2
		KEYS	14
		LMV	3
		MENTAL	4
		MESSAGE	9
		MISSING	3
		NARC	5
		PARK	16
		PUBLIC	12
		RADAR	56
		RECKLESS	8
		RESDFIRE	4
		RUNAWAY	1
		SEX	5

2022	Apr	SIGNALS	1
		STALLED	8
		STILL	2
		SUICIDE	2
		SUSP	22
		THEFT	13
		THREAT	1
		TRAFFIC	119
		TRESPASS	1
		UNK	3
		VANDAL	5
		WANTED	1
		WATCH	8
		WELFARE	10
		Month Total	
	Year Total		650



Grimes - Citation Counts

Total Citations & Written Warnings: 81

All Citation Charges - Grimes				
Year	Month	Charge	Citation	Written Warning
2022	Apr	DARK WINDOW OR WINDSHIELD Dark Windows or Windshield		1
		DRIVING WHILE LICENSE UNDER SUSPENSION	1	
		FAIL TO DISPLAY REGISTRATION PLATE -		3
		FAIL TO OBEY STOP SIGN AND YIELD RIGHT OF WAY Fail to Yield	1	1
		FAIL TO OBEY YIELD SIGN Fail to Yield at Yield Intersection	1	
		FAIL TO YIELD UPON ENTERING THROUGH HIGHWAY Fail to Yield Up		1
		FAILURE TO OBEY TRAFFIC CONTROL DEVICE Fail to Obey Traffic		2
		FAILURE TO PROVIDE PROOF OF FINANCIAL LIABILITY No Accident	5	2
		FAILURE TO STOP IN ASSURED CLEAR DISTANCE Fail to Stop Withi	1	
		FAILURE TO USE HEADLAMPS WHEN REQUIRED		1
		FOLLOWING TOO CLOSE Follow Too Closely	2	
		FRAUDULENT USE OF REGISTRATION Fraudulent Use of Registratio		1
		IMPROPER BRAKE LIGHT		8
		IMPROPER REAR LAMPS Improper Rear Lamps		2
		IMPROPER REGISTRATION PLATE LAMP		1
		IMPROPER USE OF LANES		1
		INSUFFICIENT NUMBER OF HEADLIGHTS		3
		OPERATING NON REGISTERED VEHICLE -		1
		OPERATION WITHOUT REGISTRATION Operate/Allow Operation of No	2	13
		PARKING VIOLATION -	1	
		SPEEDING 55 OR UND ZONE (1 THRU 5 OVER) Speeding 55 or Under	1	3
		SPEEDING 55 OR UND ZONE (11 THRU 15 OVER) Speeding 55 or Und		6
		SPEEDING 55 OR UND ZONE (20 OR OVR OVER) Speeding 55 or Unde	1	1
		SPEEDING 55 OR UND ZONE (6 THRU 10 OVER) Speeding 55 or Unde		8
		UNSAFE BACKING ON HIGHWAY	2	

2022	Apr	UNSAFE PASSING	1	
		USE ELECTRONIC COMMUNICATION DEVICE - AGE 18 OR ABOVE Use EI	1	
		VEHICLES FAIL TO RESPOND TO STEADY RED LIGHT		1
		VIOLATION OF INSTRUCTION PERMIT LIMITATION		1
		Month Total	20	61
	Year Total		20	61



Grimes - Incident Counts

Total: 86 Incidents With 109 Charges

Incidents By The Highest Charge - Grimes			
Year	Month	Charge	Count
2022	Apr		4
		ANIMAL IMPOUND - DOG	1
		ANIMAL: OTHER ANIMAL INCIDENT	1
		ASSAULT - General	3
		ASSAULT CAUSING BODILY INJURY OR MENTAL ILLNESS	1
		ASSAULT ON PERSONS IN CERTAIN OCCUPATIONS-NO INJURY	1
		ASSAULT WHILE DISPLAYING A DANGEROUS WEAPON	1
		ASSAULT WITH INTENT TO COMMIT SEXUAL ABUSE - BODILY INJURY	1
		CIVIL DISPUTE	2
		CRIMINAL MISCHIEF 5TH DEGREE Damage Under \$200	1
		DOA - DEATH INVESTIGATION	1
		DOMESTIC ABUSE ASSAULT - 3RD OR SUBSEQUENT OFFENSE	1
		DOMESTIC ABUSE ASSAULT- 1ST OFFENSE	2
		DOMESTIC ABUSE ASSAULT- INJURY OR MENTAL ILLNESS - 1ST OFFEN	1
		DRIVING WHILE BARRED - HABITUAL OFFENDER	2
		FALSE AUTHENTICATION/REPRESENTATION -- Forgery	1
		FOUND PROPERTY - DRUGS	1
		FRAUDULENT PRACTICE 2ND DEGREE -- Other Means, Over \$1,000 U	1
		HARASSMENT - 3RD DEGREE - Communicate	1

2022	Apr	HARASSMENT 3RD DEGREE	1
		HEALTH AND WELFARE	2
		IMPOUND - NO HOLD	2
		INFORMATION	8
		LEAVE SCENE OF ACCIDENT - FAIL TO PROVIDE AID OR INFORMATION	1
		MISSING PERSON	2
		OPERATING WHILE UNDER THE INFLUENCE 1ST OFFENSE	1
		REPORTING ACCIDENTS - DAMAGE > \$1000	9
		SEXUAL ABUSE INVESTIGATION	3
		SUICIDE ATTEMPT	1
		SUSPICIOUS ACTIVITY	1
		THEFT 1ST DEGREE	1
		THEFT 2ND DEGREE -- Bad Check Over \$1,000 Under \$10,000	1
		THEFT 2ND DEGREE -- General Over \$1,000 Under \$10,000	1
		THEFT 4TH DEGREE-- General Over \$200 Under \$500	1
		THEFT 4TH DEGREE-- Take Computer/Software/Data \$200 - \$500	1
		THEFT 5TH DEGREE -- Conceal/Destroy Secure Property Under \$2	1
		THEFT 5TH DEGREE -- Other Means Under \$200	10
		TRESPASS 1ST OFFENSE - W/INTENT TO HUNT / FISH / TRAP - \$0	1
		TRESPASS 2nd OFFENSE - Knowingly Trespass Upon Property of A	1
		VERBAL DISPUTE	3
		VERBAL DOMESTIC	1
		VIOLATION OF NO CONTACT/PROTECTIVE ORDER Contempt --Violatio	1
		WANTED PERSON - OTHER IOWA	2

2022	Apr	WANTED PERSON - OUTSIDE IOWA	1
		WANTED PERSON - POLK COUNTY WARRANT	2
		<i>Month Total</i>	86
	Year Total		86

All Incident Charges - Grimes			
Year	Month	Charge	Charge Count
2022	Apr		4
		ANIMAL IMPOUND - DOG	1
		ANIMAL: OTHER ANIMAL INCIDENT	1
		ASSAULT - General	4
		ASSAULT CAUSING BODILY INJURY OR MENTAL ILLNESS	2
		ASSAULT ON PERSONS IN CERTAIN OCCUPATIONS-NO INJURY	2
		ASSAULT WHILE DISPLAYING A DANGEROUS WEAPON	1
		ASSAULT WITH INTENT TO COMMIT SEXUAL ABUSE - BODILY INJURY	1
		CIVIL DISPUTE	2
		CRIMINAL MISCHIEF 5TH DEGREE Damage Under \$200	1
		DOA - DEATH INVESTIGATION	1
		DOMESTIC ABUSE ASSAULT - 3RD OR SUBSEQUENT OFFENSE	1
		DOMESTIC ABUSE ASSAULT- 1ST OFFENSE	2
		DOMESTIC ABUSE ASSAULT- INJURY OR MENTAL ILLNESS - 1ST OFFEN	1
		DRIVING WHILE BARRED - HABITUAL OFFENDER	2
		FAILURE TO PROVIDE PROOF OF FINANCIAL LIABILITY No Accident	1
		FALSE AUTHENTICATION/REPRESENTATION -- Forgery	1
		FOUND PROPERTY - DRUGS	1
		FRAUDULENT PRACTICE 2ND DEGREE -- Other Means, Over \$1,000 U	1
		HARASSMENT - 3RD DEGREE - Communicate	1
		HARASSMENT 3RD DEGREE	1

2022	Apr	HEALTH AND WELFARE	2
		IMPOUND - NO HOLD	6
		IMPROPER BRAKE LIGHT	1
		INFORMATION	8
		INTERFERENCE W/OFFICIAL ACTS, BODILY INJURY	1
		INTIMIDATION WITH A DANGEROUS WEAPON - No Intent	1
		LEAVE SCENE OF ACCIDENT - FAIL TO PROVIDE AID OR INFORMATION	1
		LEAVE SCENE OF ACCIDENT - PROPERTY DAMAGE ONLY	1
		MISSING PERSON	2
		OPEN CONTAINER - DRIVER 21 YRS OLD AND OLDER Open Container	1
		OPERATING WHILE UNDER THE INFLUENCE 1ST OFFENSE	2
		OPERATION WITHOUT REGISTRATION CARD OR PLATE	1
		POSSESSION OF CONTROLLED SUBSTANCE - 3RD OR SUBSEQ OFFENSE 1	1
		POSSESSION OF CONTROLLED SUBSTANCE, 2ND OFFENSE	1
		RECOVERY OF MISSING PERSON	2
		REPORTING ACCIDENTS - DAMAGE > \$1000	10
		SEXUAL ABUSE INVESTIGATION	3
		SPEEDING 55 OR UND ZONE (20 OR OVR OVER) Speeding 55 or Unde	1
		SUICIDE ATTEMPT	1
		SUSPICIOUS ACTIVITY	1
		THEFT 1ST DEGREE	1
		THEFT 2ND DEGREE -- Bad Check Over \$1,000 Under \$10,000	1
		THEFT 2ND DEGREE -- General Over \$1,000 Under \$10,000	1

2022	Apr	THEFT 4TH DEGREE -- Other Means Over \$200 Under \$500	1
		THEFT 4TH DEGREE-- General Over \$200 Under \$500	1
		THEFT 4TH DEGREE-- Take Computer/Software/Data \$200 - \$500	1
		THEFT 5TH DEGREE -- Conceal/Destroy Secure Property Under \$2	1
		THEFT 5TH DEGREE -- Other Means Under \$200	10
		TRESPASS 1ST OFFENSE - W/INTENT TO HUNT / FISH / TRAP - \$0	1
		TRESPASS 2nd OFFENSE - Knowingly Trespass Upon Property of A	1
		VERBAL DISPUTE	3
		VERBAL DOMESTIC	2
		VIOLATION OF NO CONTACT/PROTECTIVE ORDER Contempt --Violatio	1
		WANTED PERSON - OTHER IOWA	2
		WANTED PERSON - OUTSIDE IOWA	1
		WANTED PERSON - POLK COUNTY WARRANT	2
		Month Total	109
	Year Total		109

GRIMES RESOLUTION 05-0322

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

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

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

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

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

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

PASSED AND APPROVED THIS 10th DAY OF MAY, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Synergy Fire & Safety
4338 Hubbell Ave
Des Moines, IA 50317
515-381-0102
ssutton@synergyfire.net

Invoice 16416



BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	04/15/2022	\$10,970.48	05/15/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/11/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
04/11/2022	NHMC-Non-Haz	139,900 Pounds Collected	139,900	0.006	839.40
04/12/2022	NHMC-Non-Haz	Non-Hazard Material Collection-1 Load(s)	1	425.00	425.00
04/12/2022	NHMC-Non-Haz	42,060 Pounds Collected	42,060	0.006	252.36
04/13/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
04/13/2022	NHMC-Non-Haz	150,620 Pounds Collected	150,620	0.006	903.72
04/14/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
04/14/2022	NHMC-Non-Haz	121,840 Pounds Collected	121,840	0.006	731.04
04/15/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
04/15/2022	NHMC-Non-Haz	116,780 Pounds Collected	116,780	0.006	700.68
04/16/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
04/16/2022	NHMC-Non-Haz	126,880 Pounds Collected	123,880	0.006	743.28

TOTAL DUE	\$10,970.48
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THANK YOU.

INVOICE NO. F20635

1450 HICKMAN ROAD
WAUKEE, IA 50263
(800)747-2744
WWW.STIVERSFORDIA.COM**CAR INVOICE**

Sold To: CITY OF GRIMES				Date: 04/26/2022	
Address: 101 NE HARVEY STREET GRIMES, IA 50111-2051					
Home Number: (515)986-3036		Work Number: (515)986-3036		Salesman: RON REESE	
				2nd Salesman: N/A	
☒ NEW ☐ USED	Year: 2022	Make: FORD	Model: SUPER DUTY F-250 SRW	Color: WHITE	Body: XL 4WD SUPERCAB 6.75' BOX
Vehicle Ident. or Serial Number: 1FT7X2B65NEE22461				Key No.:	STOCK: F20635 <i>SWX</i>

Year:	Make:	Model:
VIN:		
Balance Owed on Trade-In		
Payoff N/A		
Finance Company N/A		
Address N/A		
First Payment Due 04/26/2022		

PAY FROM THIS INVOICE

EQUIPPED AS PER FEDERAL PRICE LABEL
HOLDBACK
VEHICLE MILES 4
CUSTOMER EMAIL MHUGHES@GRIMESIOWA.GOV
FINANCE MANAGER HOUSE F&I MANAGER
DEALER INSTALLED: N/A
TOTAL=

PRICE OF CAR	32,456.00
	N/A
	N/A
N/A	N/A
	N/A
EXTRAS	
FACTORY INSTALLED	N/A
DEALER INSTALLED	N/A
DOCUMENTATION FEE	N/A
USE TAX	N/A
LIC/TITLE/LIEN	N/A
TOTAL CASH PRICE	32,456.00
COST OF FINANCING	N/A
DEALER INSTALLED	
TOTAL CASH PRICED	32,456.00
SETTLEMENT	
CASH	N/A
CASH ON DELIVERY	
USED CAR	N/A
PAYMENTS	
1 AT \$ 32,456.00	
AT \$	
TOTAL	32,456.00

**NO PUBLIC LIABILITY OR PROPERTY DAMAGE
INSURANCE ISSUED WITH THIS TRANSACTION UNLESS
HEREIN STATED**

INVOICE NO. F20688

1450 HICKMAN ROAD
WAUKEE, IA 50263
(800)747-2744
WWW.STIVERSFORDIA.COM

**CAR INVOICE**

Sold To: CITY OF GRIMES		Date: 04/26/2022	
Address: 101 NE HARVEY STREET GRIMES, IA 50111-2051			
Home Number: (515)986-3036	Work Number: (515)986-3036	Salesman: RON REESE	2nd Salesman: N/A
☒ NEW ☐ USED	Year: 2022	Make: FORD	Model: SUPER DUTY F-250 SRW
		Color: WHITE	Body: XL 4WD SUPERCAB 6.75' BOX
Vehicle Ident. or Serial Number: 1FT7X2B67NEE22462		Key No.:	STOCK: F20688 <i>Inv #</i>

Year:	Make:	Model:
VIN:		
Balance Owed on Trade-In		
Payoff N/A		
Finance Company N/A		
Address N/A		
First Payment Due 04/26/2022		

PAY FROM THIS INVOICE

EQUIPPED AS PER FEDERAL PRICE LABEL
HOLDBACK
VEHICLE MILES 4
CUSTOMER EMAIL MHUGHES@GRIMESIOWA.GOV
FINANCE MANAGER HOUSE F&I MANAGER
DEALER INSTALLED: N/A
TOTAL=

PRICE OF CAR	32,456.00
	N/A
	N/A
N/A	N/A
	N/A
EXTRAS	
FACTORY INSTALLED	N/A
DEALER INSTALLED	N/A
DOCUMENTATION FEE	N/A
USE TAX	N/A
LIC/TITLE/LIEN	N/A
TOTAL CASH PRICE	32,456.00
COST OF FINANCING	N/A
DEALER INSTALLED	
TOTAL CASH PRICED	32,456.00
SETTLEMENT	
CASH	N/A
CASH ON DELIVERY	
USED CAR	N/A
PAYMENTS	
1 AT \$ 32,456.00	
AT \$	
TOTAL	32,456.00

**NO PUBLIC LIABILITY OR PROPERTY DAMAGE
INSURANCE ISSUED WITH THIS TRANSACTION UNLESS
HEREIN STATED**

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202204182851
INVOICE DATE: 4/18/2022
DUE DATE : 5/18/2022
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
P/T FF SAL REIMB JAN-MAR 2022	0.00		0.00	2,830.38
P/T FF SAL REIMB JAN-MAR 2022	0.00		0.00	9,475.62
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	463.62
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	214.00
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	814.36
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	74.33
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	489.75
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	468.09
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	932.76
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	108.93

CONTINUED ON NEXT PAGE

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202204182851
INVOICE DATE: 4/18/2022
DUE DATE : 5/18/2022
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	1,161.58
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	169.31
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	90.72
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	109.16
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	366.98
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	1,621.77
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	91.32
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	463.62
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	106.00
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	401.86

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CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
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DUE DATE : 5/18/2022
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	74.32
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	489.75
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	109.49
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	1,119.24
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	1,271.44
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	108.92
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	1,161.60
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	169.32
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	95.76
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	109.18

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===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	366.99
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	7,526.77
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	89.41

CITY OF GRIMES

10-102

INVOICE#: 202204182851

TOTAL DUE : \$ 33,146.35

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE

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PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

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101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202204182851
INVOICE DATE: 4/18/2022
DUE DATE : 5/18/2022
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
P/T FF SAL REIMB JAN-MAR 2022	0.00		0.00	2,830.38
P/T FF SAL REIMB JAN-MAR 2022	0.00		0.00	9,475.62
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	463.62
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	214.00
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	814.36
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	74.33
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	489.75
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	468.09
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	932.76
JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	108.93

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JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	1,621.77
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JAN-MAR 2022 SUPPLIES REIMB	0.00	1	0.00	89.41

CITY OF GRIMES

10-102

INVOICE#: 202204182851

TOTAL DUE : \$ 33,146.35

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

Tax Increment Payments

BTG Iowa	47,025.00	Hubbell #4
Daimler	140,429.00	
DSM Industrial	54,458.50	
Heritage at Grimes	\$ 785,952.00	
HyVee	20,477.50	HyVee #1
Iowa Stone	14,462.00	
R & R Realty	104,473.00	Prairie Bus Prk #1
R & R Realty	141,442.50	Prairie Bus Prk #2
Shade Tree	8,134.00	
TNC LLC	262.00	
Total Family	6,464.50	

Council Meeting May 10th, 2022

ABD – NEW LICENSE

1. **Hy-Vee Fast & Fresh #2:** 1701 Southeast 37th: Class E Liquor; Class B Wine, Class C Beer, Sunday Sales

ABD LICENSE RENEWAL

2. **Casey's #2520:** 206 E. 1st Street: Class E Liquor; Class B Wine, Class C Beer, and Sunday Sales

NEW TOBACCO LICENSE

1. **Hy-Vee Fast & Fresh #2:** 1701 Southeast 37th Over the counter, & Alternative Products.



**CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Casey's General Store #2520

Establishment Address: 206 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: 5/5/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: [Signature]

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: [Signature]



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #2520	(515) 986-5969		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
206 E 1ST ST		Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 3001	Ankeny	Iowa	50021	

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003082	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 1, 2022	May 31, 2023	

SUB-PERMIT

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



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
James R. Pistillo	URBANDALE	Iowa	50323	TREASURER	0.00	Yes
BRIAN JOHNSON	JOHNSTON	Iowa	50131	VICE PRESIDENT	0.00	Yes
DOUGLAS BEECH	ANKENY	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	ANKENY	Iowa	50021	PRESIDENT	0.00	Yes
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
JULIA JACKOWSKI	URBANDALE	Iowa	50322	SECRETARY	0.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			



Carla Heckman						
---------------	--	--	--	--	--	--

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: Hy-Vee Fast & Fresh #2

Establishment Address: 1701 SE 37th 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: Completed at CD Inspection

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

HY-VEE, INC.

NAME OF BUSINESS(DBA)

Hy-Vee Fast and Fresh #2

BUSINESS

(515) 267-2949

ADDRESS OF PREMISES

1701 Southeast 37th Street

PREMISES SUITE/APT NUMBER

CITY

Grimes

COUNTY

Polk

ZIP

50111

MAILING ADDRESS

5820 Westown Parkway

CITY

West Des Moines

STATE

Iowa

ZIP

50266

Contact Person

NAME

Kelly Palmer

PHONE

(515) 267-2800

EMAIL

kpalmer@hy-vee.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

May 21, 2022

TENTATIVE EXPIRATION DATE

May 20, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

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



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Randy Edeker	Urbandale	Iowa	50322	CEO	0.00	Yes
Michael Jurgens	Urbandale	Iowa	50322	EVP, Secretary	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	Vice President, Accounting	0.00	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

Instructions on the reverse sideFor period (MM/DD/YYYY) 4 / 1 / 2022 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:Trade Name/DBA Hy-Vee, Inc DBA Hy-Vee Fast and Fresh #2Physical Location Address 1701 SE 37th St. City Grimes ZIP 50111Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266Business Phone Number 515-267-2800**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266Phone Number 515-267-2800 Fax Number _____ Email kpalmer@hy-vee.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

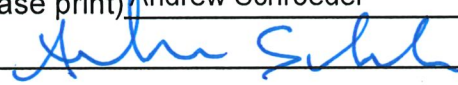
Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Andrew Schroeder

Name (please print) _____

Signature 

Signature _____

Date 3/8/22

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100 25⁰⁰
- Fill in the date the permit was approved by the council or board: 5-10-2022
- Fill in the permit number issued by the city/county: 22-025
- Fill in the name of the city or county issuing the permit: City of Grimes
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



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

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within detention easement for Beaverbrooke West Plat 8 Lot 121.

SYNOPSIS: The owner of 2005 NW Sunset Lane has requested approval to install a fence within the detention 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 detention easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve detention easement for Beaverbrooke West Plat 8.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within detention easement for Beaverbrooke West Plat 8 Lot 121.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN DETENTION
EASEMENT FOR
LOT 121 IN BEAVERBROOKE WEST PLAT 8
2005 NW SUNSET LANE

WHEREAS, the owners of Lot 121 in Beaverbrooke West Plat 8 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within detention 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 drainage easement.

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

That the Consent and Agreement for Improvements within detention easement ("Consent and Agreement") regarding Lot 121, Beaverbrooke West Plat 8, 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 10th day of May, 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 505 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Jeffery Kaune and Kimberly Honeck Kaune, a married couple, as Joint Tenants with full rights of survivorship and not as Tenants in Common (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 9 of Heritage at Grimes Plat 6 (2308 NE Little Beaver Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated November 16, 2017 recorded on November 17, 2017, in Book 16729, Page 16-22, 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 27th day of April, 2022

PROPERTY OWNERS



Jeffery Kaune
Jeffery Kaune

Kim Kaune
Kimberly Honeck Kaune

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 27th day of April, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffery Kaune, 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.

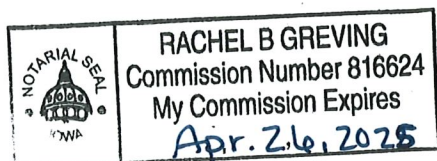


Rachel B. Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 27th day of April, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kimberly Honeck Kaune, 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 B. Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chainlink fence has been proposed to be constructed in a detention easement on Lot 121 of Beaverbrooke West Plat 8 (2005 NW Sunset Lane) in accordance to permit number FN-21-07025.



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

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 5 Lot 3.

SYNOPSIS: The owner of 1009 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 5.

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 5 Lot 3.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 3 IN HERITAGE AT GRIMES PLAT 5
1009 NE 21ST STREET

WHEREAS, the owners of Lot 3 in Heritage at Grimes Plat 5 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 3, Heritage at Grimes Plat 5, 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 10th day of May, 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 Nick Folkerts and Elizabeth Bills, both single persons, as joint tenants with full right of survivorship and not as tenants in common (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 3 of Heritage at Grimes Plat 5 (1009 NE 21st Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated November 17, 2017 recorded on November 21, 2017, in Book 16732, Page 407-413, 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 22 day of April, 2022.

PROPERTY OWNERS



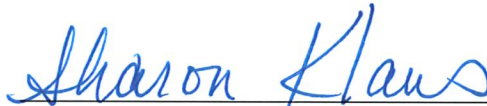
Nick Folkerts



Elizabeth Bills

STATE OF IOWA)
COUNTY OF Polk) SS

On this 22 day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nick Folkerts, 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.

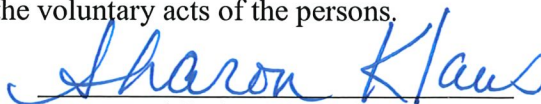


Notary Public in and for the
State of Iowa

My Commission expires 4-21-2023

STATE OF IOWA)
COUNTY OF Polk) SS

On this 22 day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Elizabeth Bills, 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 4-21-2023

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' ornamental fence has been proposed to be constructed in an overland flowage easement on Lot 3 of Heritage at Grimes Plat 5 (1009 NE 21st Street) in accordance to permit number FN-22-023.



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

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 29.

SYNOPSIS: The owner of 1708 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 29.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 29 IN AUTUMN PARK WEST PLAT 1
1708 NW 8TH STREET

WHEREAS, the owners of Lot 29 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 29, 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 10th day of May, 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 Justin Burns, a single person, and Abby Penner, a single person, as Joint Tenants with full rights of survivorship and not as Tenants in Common (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 29 of Autumn Park West Plat 1 (1708 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 27 day of April, 2022

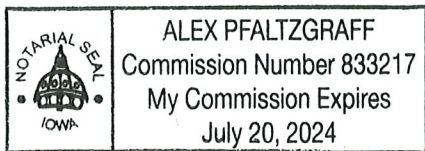
PROPERTY OWNERS


Justin Burns


Abby Penner

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 27 day of APRIL, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Justin Burns, 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.

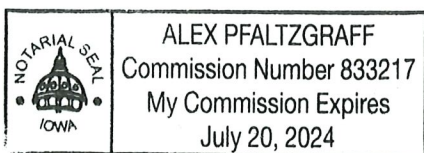


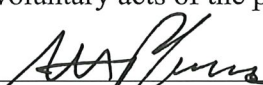

Notary Public in and for the
State of Iowa

My Commission expires 7/20/2024

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 27 day of APRIL, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Abby Penner, 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 7/20/2024

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chainlink fence has been proposed to be constructed in an overland flowage easement on Lot 29 of Autumn Park West Plat 1 (1708 NW 8th Street) in accordance to permit number FN-22-025.



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

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 6 Lot 9.

SYNOPSIS: The owner of 2308 NE Little Beaver Drive has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Heritage at Grimes Plat 6.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 6 Lot 9.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 9 IN HERITAGE AT GRIMES PLAT 6
2308 NE LITTLE BEAVER DRIVE

WHEREAS, the owners of Lot 9 in Heritage at Grimes Plat 6 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 9, Heritage at Grimes Plat 6, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 10th day of May, 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 Stephen Hewitt, a single person, (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 121 of Beaverbrooke West Plat 8 (2005 NW Sunset Ln), 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 detention easement, dated September 24, 2013 recorded on October 17, 2013, in Book 14996, Page 897, 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 22nd day of April, 2022

PROPERTY OWNER

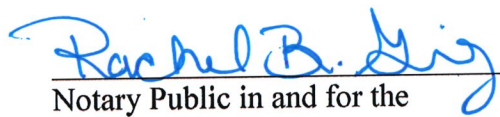


Stephen Hewitt

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 22nd day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen Hewitt, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2022

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' decorative steel fence has been proposed to be constructed in an overland flowage easement on Lot 9 of Heritage at Grimes Plat 6 (2308 NE Little Beaver Drive) in accordance to permit number FN-22-026.



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

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Brentwood Estates Lot 61.

SYNOPSIS: The owner of 2800 NE Cherry Court 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 Brentwood Estates.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Brentwood Estates Lot 61.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 61 IN BRENTWOOD ESTATES
2800 NE CHERRY COURT

WHEREAS, the owners of Lot 61 in Brentwood Estates in the City of Grimes, Iowa (the “Property”) have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within fence.

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 61, Brentwood Estates, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 10TH day of May, 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 Matthew Carstens and Shanda Carstens, as joint tenants with full rights of survivorship and not as tenants in common, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 61 of Brentwood Estates (2800 NE Cherry Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated May 8, 2018 recorded on June 20, 2018, in Book 16970, Page 562-568, 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 28 day of April, 2022

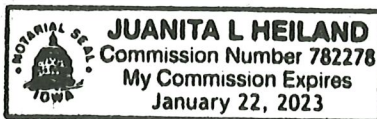
PROPERTY OWNERS

Matthew Carstens
Matthew Carstens

Shanda Carstens
Shanda Carstens

STATE OF IOWA)
) SS
COUNTY OF Guthrie)

On this 28th day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew Carstens, 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.

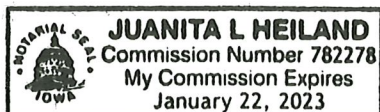


Juanita L. Heiland
Notary Public in and for the
State of Iowa

My Commission expires 1-22-2023

STATE OF IOWA)
) SS
COUNTY OF Guthrie)

On this 28th day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shanda Carstens, 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.



Juanita L. Heiland
Notary Public in and for the
State of Iowa

My Commission expires 1-22-2023

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' decorative iron fence has been proposed to be constructed in an overland flowage easement on Lot 61 of Brentwood Estates (2800 NE Cherry Court) in accordance to permit number FN-22-033.



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

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Glenstone Trail Plat 1 Lot 33.

SYNOPSIS: The owner of 2804 SE Weatherstone 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 Glenstone Trail 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 Glenstone Trail Plat 1 Lot 33.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 33 IN GLENSTONE TRAIL PLAT 1
2804 SE WEATHERSTONE STREET

WHEREAS, the owners of Lot 33 in Glenstone Trail 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 shed 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 33, Glenstone Trail 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 10th day of May, 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 505 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

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

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

Lot 33 of Glenstone Trail Plat 1 (2804 SE Weatherstone 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 storm sewer and overland flowage easement, dated June 3, 2005 recorded on June 27, 2005, in Book 11134, Page 481-483, 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.

In no event shall the City be responsible for any damage or destruction of the storm sewer main due to Property Owners' improvements. The Property Owner shall be responsible for all costs associated with any repair or replacement that is a result of the improvement.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

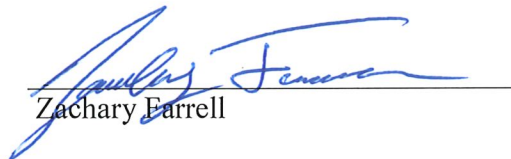
The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners

have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 29th day of April, 2022

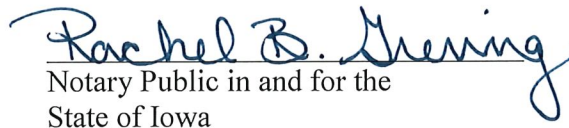
PROPERTY OWNERS


Zachary Farrell

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 29th day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Zachary Farrell, 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 April 26, 2025

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 an overland flowage easement on Lot 33 of Glenstone Trail Plat 1 (2804 SE Weatherstone Street) in accordance to permit number FN-22-015.

RESOLUTION NO. 05-2322

Resolution Approving A Hazardous Household Waste Storage License to Metro Waste Authority

WHEREAS, Metro Waste Authority has requested a renewal of permit #1604 for the time frame of June 2022-June 2023 for a Hazardous Household Waste Storage Permit at the Metro Northwest Transfer Station located at 4015 SE Beisser Drive in Grimes, Iowa; and

WHEREAS, The Grimes City Code 9-14 Hazardous Household Waste Storage Facilities requires that the facility be licensed annual by the City; and

WHEREAS, the Grimes Building Department and Johnston/Grimes Metropolitan Fire Marshal agree the site meets all applicable fire, electric and building codes and all applicable health and zoning ordinances as adopted by the City; and

WHEREAS, upon approval of the renewal of the license Metro Waste Authority has agreed to pay the annual license fee of \$1,000.00 to the City of Grimes as required under the City Code;

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

Passed and adopted this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



**CITY OF GRIMES
HAZARDOUS HOUSEHOLD
WASTE STORAGE FACILITIES
LICENSE**

Establishment Name: Metro Waste Authority

Establishment Address: MWA Metro Northwest Transfer Station, 4105 SE Beisser Drive, Grimes Iowa

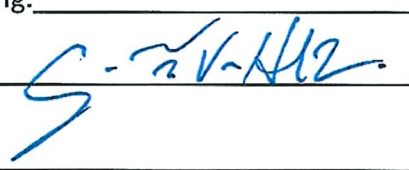
New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: 4/21/22

Approval: Yes ☒ No ☐

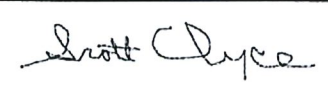
Reason for not approving: _____

Fire Marshal Signature: 

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

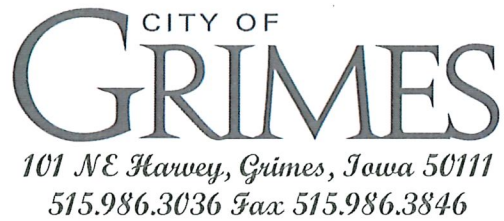
Building Official Signature: 

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____



HAZARDOUS HOUSEHOLD WASTE STORAGE LICENSE JUNE 2022-JUNE
2023

Metro Waste Authority of June 2022-June 2022

Location: Metro Northwest Transfer Station, 4015 SE Beisser Drive, Grimes
Iowa.

Renewal of Permit #1604

Permit Issued in the City of Grimes and Approve by the Grimes City Council on
April 26, 2022 - Resolution 04-3922

Grimes City Code Section 9-14 Hazardous Household Waste Storage Facilities

Date: May 10, 2022

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



Metro Hazardous Waste Drop-Off
1105 Prairie Drive SW
Bondurant, IA 50035
515.967.5512

MEMORANDUM

DATE: 4-15-2022

TO: Scott Clyce

FROM: Kyle Fischer

CC:

SUBJECT: Household Hazardous Waste Storage License Renewal

.....

Scott,

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

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

Thank you for your consideration,

Kyle Fischer
Metro Hazardous Waste Drop-off
Facility Manager
515-333-4431
kfi@mwatoday.com

Any person authorized as an agent under contract with the Des Moines Metropolitan Area Solid Waste Agency or Organic Technologies Corporation is considered as having met the provisions of this section and no further permit is required.

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. \$7.25 per month, which includes one solid waste collection cart.
 - b. \$8.34 per month for each additional solid waste collection cart.

9-13-10 Lien for Nonpayment:

The owner of the premises served and any lessee or tenant thereof are jointly and severally liable for fees for solid waste collection and disposal. Fees remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

(Code of Iowa, Sec. 384.84[1])

9-14 Hazardous Household Waste Storage Facilities

9-14-1 Definitions:

For use in this chapter the following terms are defined:

Co-composting means the mixing of any yard waste with any of the following: manure, paunch, food waste, sludge, or any waste recovered from the stomach of livestock during the composting process. Co-composting shall not include the mixing of yard waste with other waste if the mixing is performed by any agricultural business who mixes waste on the same site where the initial waste is produced. In addition, co-composting shall not include the mixing of yard waste with other waste if the mixing is performed by any agricultural business who mixes waste on the same site where the initial waste is produced.

Hazardous Household Waste includes any product used for residential purposes that is listed as hazardous household waste by the Iowa Legislature or by rule of the Iowa Department of Natural Resources, specifically including but not limited to any brand, grade, size or quantity of the following: kerosene, oil, motor oil, motor oil additives, motor oil filters, gasoline additives, automotive care products, personal care soaps, cosmetics, waxes and polishes (excluding nail polish), solvents (excluding water), paints (excluding latex-based paints), lacquers, thinners (excluding water), caustic household cleaners, spot and stain removers with a petroleum base, and petroleum based fertilizers. Hazardous household waste does not include laundry detergents or soaps, dishwashing compounds, chlorine bleach, animal and human medications, pharmaceuticals, agricultural fertilizers, agricultural pesticides, and radioactive materials.

Household Hazardous Waste Storage Facility means a building or warehouse used primarily for the receipt and containment of hazardous household waste, on a nonpermanent basis of less than 90 days in such

Disposal
Site License
1,000
annually

a manner that does not allow disposal, discharge, deposit, injection, dumping, spilling, leaking, or placing of the hazardous household waste, into or on the land, water, air or groundwaters. This facility must be licensed pursuant to the provisions of Chapter 9-12 of this Code of Ordinances. This facility shall only receive household hazardous waste from noncommercial haulers and haulers licensed pursuant to this chapter.

Non-commercial Haulers shall be limited to individuals carrying household hazardous waste that was previously used on or about their residence or dwelling.

9-14-2 Permit to Haul Solid Waste or Hazardous Household Waste:

1. No person shall engage in the business of removing or hauling commercial or industrial solid waste or hazardous household waste from the premises of others, unless such person shall first have applied for and received a permit to do so from the City.
2. Application for such permit shall specify the equipment or the vehicles to be used, and general information concerning the route to be traveled and the places to be served, and the names and addresses of the applicant.
3. Non-commercial haulers shall be subject to the provisions of Section 9-14-4.

9-14-3 Agency Exemption:

Any person authorized as an agent under the contract with the agency to remove or haul solid waste, or hazardous household waste shall be considered to have met the provisions of City Ordinances, and no further permit or license shall be required by the City.

9-14-4 Protection Required:

No person other than an owner subject to Section 9-14-6 shall haul any solid waste or hazardous household waste upon the streets, alleys, or public places of the City unless the same shall be in an approved container, securely fastened to prevent spillage, or in a totally enclosed water-tight vehicle. If, however, material is a dry type material, it may be hauled in a totally enclosed vehicle or open vehicle which is covered with a suitable tight-fitting cover to prevent spillage. Licensed collectors who collect and haul solid waste or hazardous household waste shall haul these materials only in tightly enclosed vehicles with water-tight containers. All vehicles used for the collection and removal of solid waste or hazardous household waste shall be kept in a clean, inoffensive and sanitary condition. All solid waste or hazardous household waste shall be hauled in such a way as to prevent the scattering, spilling, or leakage of the same, and if spilled the collector will be responsible to pick up or clean up such spilled materials.

9-14-5 Hazardous Household Waste Storage Site Requirements:

No person shall haul, cause to be hauled, or receive any hazardous household waste of any kind for storage within the corporate limits of the City unless such site is first licensed by the City and complies with all applicable fire, electric, and building codes and all applicable health and zoning ordinances as adopted by the City. The Clerk shall supply permit applications to any applicant that wishes to apply or reapply for a yearly license to operate such storage site within the City limits. In addition to the information requested in the application, the applicant shall supply the following:

1. A detailed description of the site including a drawing showing the dimensions, location, topography, structures, adjacent zoning uses, land uses, surface water and drainage patterns, wells, utilities, residences and other existing and proposed manmade structures or natural features. In addition, a detailed description of the appropriate safeguards to prevent the discharge, deposit, injection,

dumping, spilling, leaking, or placing of any hazardous household waste into the land, water, air or groundwater.

2. A current permit to operate the facility from the Iowa Department of Natural Resources, Iowa Environmental Protection Agency and/or any other appropriate State or Federal regulatory agency.
3. An operation manual specifying details with regard to the manner in which such hazardous household waste is to be stored, the hours that the facility will be open, the manner in which the materials are to be received for storage, the manner in which the site is to be monitored to ensure that such storage facility is not contaminating surrounding land, water, air or groundwater, the procedures that will be taken to prevent discharges, spills, or any other occurrence as a result of the storage of hazardous household waste, the manner in which such spills will be controlled, the procedure to be used by the storage owner to clean up any spills or discharge of hazardous household waste into the City. The operations manual shall also address those issues set out in Section 107.08 including the contingency plans and the Spill Prevention Control and Countermeasure Plans.
4. In the event that the applicant is seeking a license renewal for an existing storage site, the application must include the records of the operation of the storage site during the previous year, including the types and weights of materials received, and the results of any testing or monitoring. Prior to the renewal of the license, the City Administrator shall require the applicant to test and submit the results of site environmental monitoring to determine whether there has been any contamination of the surrounding environment.

The Council shall approve a site application only if the application meets the requirements of this chapter. No license to operate a site may be approved unless the applicant demonstrates the site complied with any and all requirements of this chapter and all requirements adopted by the Iowa Department of Natural Resources, Iowa Environmental Protection Commission, United States Environmental Protection Agency or any other applicable State or Federal regulatory agency. The Council shall not approve a license for any site which does not meet the specifications of this chapter.

The license fee shall be payable to the Clerk at the time the license is issued. The license fee shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.

9-14-6 Owner May Transport:

Nothing in Section 9-14-5 is intended to prevent the owner of household hazardous waste that was previously used on or about his or her residence or dwelling to transport such waste to an approved hazardous household waste storage site in the City in accordance with the policies established by such site.

9-14-7 Limitations on Hazardous Household Waste Store Site Licenses:

No person subject to licensing under this chapter for the operation of a hazardous household waste storage facility shall do any of the following:

1. Accept any household appliances, motor vehicle tires, or substances which would subject the site to regulation under the Federal Resource Conservation and Recovery Act of 1976 as amended.
2. Accept any industrial or agricultural waste including but not limited to manures and crop residues.

3. Accept any hazardous household waste from persons or agencies that are not part of or residents of communities which are subject to the same 28E agreement that created the person or party that holds the license under this chapter.
4. Accept any waste from any person without first documenting the name, address, and substance such person is delivering to the site. In the case of a licensed collector, other than an owner subject to 107.06, such collector shall also comply with any other manifesting and product information specifications required by the Federal Department of Transportation, the Iowa Department of Transportation or any other governmental agency.
5. Operate the facility in a manner that would violate fire regulations as adopted by the City, specifically but not limited to the storage, mixing, or aggregating of different types of waste. Construct the facility of materials other than concrete or masonry.

9-14-8 Additional Requirements for Hazardous Household Waste Storage Facilities:

In addition to the requirements set out in Section 9-14-5, any person seeking a license for a hazardous household waste facility shall prepare, demonstrate, and do the following:

1. Emergency Capabilities.

- A. The facility must be designed, constructed, maintained and operated to minimize the possibility of a fire, explosion, unplanned sudden or non-sudden release of hazardous household waste or constituents thereof into the air, soil, surface, or groundwater.
- B. The facility shall be designed with an internal communications or alarm system capable of providing immediate emergency instruction to facility personnel.
- C. Facility personnel shall have access to a device such as telephone or hand-held two-way radio, capable of summoning emergency assistance from local law enforcement, Fire Department, and State and local emergency response teams.
- D. The facility shall be equipped with portable fire extinguishers, fire control equipment (including special extinguishing equipment such as foam, inert gas, or dry chemicals), spill containment equipment and decontamination equipment.
- E. The facility must have access to water at adequate volume and pressure to supply water hose streams, or foam producing equipment, or automatic sprinklers, or water spray systems sufficient to prevent fire or chemical reactions.
- F. If required by the Fire Chief, the facility shall be designed with an alarm system to notify the owner of such a facility that a spill has occurred.
- G. All communication systems, alarm systems, fire protection equipment, spill control equipment, and decontamination equipment must be tested and maintained to assure its proper operation in the time of an emergency.
- H. The operator of a facility must maintain sufficient aisle space to allow unrestricted movement of personnel, fire protection equipment, spill containment equipment, and decontamination equipment to any area of a facility licensed under this chapter.
- I. The facility shall be fenced with at least a six-foot fence. The facility shall also be posted to prohibit the entry of unauthorized persons. All entry ways to the facility shall be locked when the facility is not open for business. All valves located outside of the facility shall be padlocked and chained when not in use.

2. Construction Requirements.

- A. All flooring in the facility shall be impervious and designed with internal curbs and gutters to control spills or leaks. All curbs and gutters shall collect into a central collection point for collection and removal by the owner. The collection point shall be contained within the facility and not exposed to the environment outside of the facility. Material collected shall be transported to a proper disposal site and shall not be discharged onto the site or the surrounding environment of the City.
- B. All loading/unloading areas shall be made of an impervious all-weather surface capable of withstanding traffic and heavy vehicles. All loading/unloading areas shall be curbed and guttered. The guttering system shall discharge into a central collection point and not directly into the environment. Any run-off or material collected in the central collection point shall be transported to a proper disposal site in accordance with Section 9-14-8(2)(A). The central collection point shall comply with Iowa Administrative Code r. 567-105.5(12)(1990) regarding detention basins. No exterior loading docks may face street frontage. Provisions for handling all material brought to or removed from the site by vehicle shall also take place on the part of the building that is not facing street frontage.

3. Contingency Plans.

- A. Each operator of a facility subject to licensing under this chapter must establish a contingency plan. The provisions of such plan must be carried out immediately whenever there is a fire, explosion, or release of household hazardous waste such that the release would threaten human health or the environment.
- B. The contingency plan must describe the actions facility personnel must take to comply with Paragraph C of this subsection.
- C. Plan Contents.
 - (1) The plan must describe arrangements agreed to by local law enforcement, Fire Departments, hospitals, contractors, State and local emergency response team and any other party responsible for the cleanup and the prevention of emergencies at such a site.
 - (2) The contingency plan must list the name, address, and phone number of a person to act as an emergency coordinator. An emergency coordinator is an employee of the facility who may either be on premises or on call who can respond in under ten minutes to an emergency at the facility. Such emergency coordinators shall have the responsibility for coordinating all emergency response measures. In order to be qualified as an emergency coordinator, the person must be thoroughly familiar with all aspects of the facility's contingency plan, all operations and activities at the facility, the characteristics of the waste handled, all records regarding the facility and the facility's layout. In addition, the emergency coordinator must have the authority to commit the resources which would be needed to carry out the contingency plan.
 - (3) The emergency coordinator shall have the authority also to initiate emergency procedures. Emergency procedures shall include but are not limited to the activation of internal alarm systems, including notification of all facility personnel, notification to State and local government agencies designated to help in the cleanup of such site, identification of the character, source, or amount, of any released materials when such materials were released either through fire, explosion, or spill. In the event that the emergency coordinator determines that fire, explosion, or spill threatens human life or the environment, the coordinator must notify appropriate local authorities.

- (4) During an emergency, the coordinator must take all reasonable measures necessary to ensure that additional fires, explosions, or releases do not occur, reoccur, or spread to other waste held at the facility.
 - (5) The emergency coordinator shall make such provisions for the treatment, storage, and/or disposing, of all recovered waste, contaminated soil or surface water, or any other material that was released through fire, explosion or spill.
4. Operating Record. The owner of a hazardous household waste facility licensed pursuant to this chapter shall keep the following information available at the facility until the closure of such a site.
 - A. A description of the quantity of the hazardous household waste received, and the methods, dates and treatment, storage, and the date on which such material was removed from the facility. Any other information required to be kept by Section 9-14-7.
 - B. The location and quantity of each substance of hazardous household waste within the facility and such hazardous household waste record shall be cross-indexed to its specific bill of lading.
 - C. Records of any and all waste analysis performed on the waste.
 - D. Summary reports and details of all incidents that require implementation of the contingency plan as specified in Section 9-14-8.
 - E. Records and results of any inspections performed by any government agency.
 - F. Monitoring, testing, or analytical data.
 - G. All closure cost estimates.
 - H. Records of the quantities, date of placement into commerce, manifest numbers, if available, and any other information regarding the shipment of hazardous household waste from the site to any other facility or site.
 - I. All records including contingency plans, required under this chapter, must be furnished upon request and made available at all reasonable times for inspection, by any officer or employee of the City. Only the operations manual, contingency plans, and Spill Prevention Control and Countermeasure Plan required by this chapter shall be held by the Clerk of the City and such records shall be open to public inspection at all reasonable times.
5. Closure and Postclosure Plans. Any application for a license pursuant to this chapter shall also include appropriate closure and postclosure plans.
 - A. Closure Standards.
 - (1) Closure standards shall include plans by the owner to minimize the costs of further maintenance after the facility has closed and such a plan shall articulate the requirements necessary to protect human health and the environment, including preventing the escape of any hazardous household waste into or on the land, water, air, or groundwater. The owner shall also certify that upon closure, the facility shall no longer be used to store hazardous household waste or that no such waste is left in the facility at the time of closure and that the threat to human health and the environment has been minimized. The owner shall, simultaneous with the application for a license to operate such a facility within the corporate boundaries of the City, include a detailed description of the steps necessary to remove or decontaminate all hazardous household waste residues, equipment, structures and soils during final closure of the facility. Such plan shall also include the methods for sampling and testing the surrounding soils and provide a criteria for determining the extent of decontamination required to satisfy the closure

performance standards. Furthermore, such plan shall also include a schedule for closure of the facility including a timetable which will show the total time required to close the site. A closure plan shall also include an estimated year when closure procedures will begin.

Within 180 days of the initiation of closure procedures, the owner shall notify the City Administrator of the owner's intent to commence closure activities under this section. Within 60 days of the completion of the final closure, the owner of such site shall certify to the City that such a site has been closed in accordance with the specifications set out in the closure plan and that requirements of this chapter have been met. Certification must be signed by the owner and by an independent professional engineer.

- (2) An owner of a site licensed pursuant to this chapter shall include postclosure care of the site in any closure plan. A postclosure plan shall identify the remaining care of the site such that the integrity of any liners, covers, or any other components of the containment system or the facility's monitoring systems such that any proposed use of the property will not increase the potential hazard to human health or the environment or the plan shall identify remaining care necessary to reduce the threat to human health or the environment. The plan shall identify what planned maintenance activities are necessary and the frequency with which such planned maintenance activities will be performed to ensure the integrity of the containment systems and the monitoring equipment. Such plan shall also provide the name, address and phone number of the person or office to contact regarding the facility during the postclosure care period.

- (3) An applicant at the time of application for a license for the facility shall estimate in current dollars the cost of closing the facility and the costs in current dollars of any postclosure care. The estimate shall be based on the cost of hiring an independent contractor to close the facility.

The applicant, upon receiving City approval for the license, but as a precondition to the receipt of such license, shall post suitable security in the form of a surety bond, trust, or irrevocable letter of credit in an amount to cover closure and postclosure clean-up costs. At the time of renewal of the license, the estimate of current dollars shall be adjusted and the security adjusted accordingly.

9-14-9 Co-Composting Prohibited. The Council finds the practice of co-composting to be inimical to the public health, safety, and welfare of the citizens of the City. As such, the practice of co-composting is prohibited within the Grimes corporate boundaries.

9-15 Recycling

9-15-1 Purpose:

The purpose of this Ordinance is to promote recycling by requiring property owners to provide facilities for the source of separation of recyclable materials at certain locations.

9-15-2 Definitions:

For use in this chapter the following terms are defined:

Non-recyclable Material means any material that is not defined as recyclable material.

SATELLITE OPERATIONS PLAN

IAC 567- 123.3(3)

A. Schedule of Operations

The Metro Waste Authority Metro Northwest Transfer Station is located at 4105 SE Beisser Drive Grimes, IA 50111. It will be open to the public to drop off household hazardous waste the 2nd Saturday of each month, March through December, from 8 am to 12 pm. It will also be open by appointment only, Tuesday, Wednesday and Thursday of each week, 8 a.m. to 3 p.m. The Metro Waste Authority (MWA) Metro Hazardous Waste Drop-off (MHWD) is open Tuesday through Friday, 1:00 to 5:00, and the 1st and 3rd Saturdays of each month, 8:00 to noon. MHWD contact numbers, as well as emergency response numbers, are posted for easy access.

B. Site Selection Procedures for Mobile Unit Collections

- Easy access to the public (vehicle ingress and egress).
- An impervious surface (preferably paved or compact rock for the ease in using carts).
- Room to maneuver a 30-ft trailer and to set up the site including any necessary tents. The ability to direct and limit vehicles to avoid any confusion of traffic flow. Entrance and exit well marked. A method to barricade the entrance prior to the start and immediately following the event.
- Running water and toilet facilities.
- Means for collection and removal of garbage and cardboard (dumpster or a roll off). It is the communities' responsibility to provide recycling if desired.
- A list with the phone numbers and directions to the closest hospital, fire station, EMS, and sheriff/police station.
- A lighted site would be beneficial for aid in site tear down after evening events.

C. Standard Receiving Procedures for Household and VSQG Wastes

Trained staff will perform unloading. Residents will pull on to the concrete pad for unloading. Staff will ask the customer the location of the waste in the vehicle and inform him/her to remain in the car. Staff will visually check all waste for its acceptability before unloading it onto the carts. Be aware of any open, leaking, or non-sturdy containers and boxes. These containers should be handled carefully, then over-packed in to a drum, labeled and placed in storage. If an item is unknown, the customer will be asked to identify the waste. If the item is still unidentifiable, it will not be accepted. However, the customer will be assisted as how to handle the unknown item. If any materials appear to be dangerous, have spilled, or have crystals around their lid, immediately inform the Site manager who will take appropriate action. After all acceptable waste has been unloaded, the customer will be informed of any materials that are unacceptable. Staff will provide the proper information on the disposal of that item and will direct the vehicle toward the exit.

***Note:** If any waste is suspected of being generated from a business, immediately inform the site manager who will determine whether the waste is acceptable. Also, due to limited storage space, customers with large quantities of waste may need to be sent to the MHWD for disposal. It will be the judgment of the supervisor if the waste can be accepted.

The carts will be rolled into the Segregation Area to unload the waste. The materials will be segregated according to waste characteristics.

1. Oil Based Paint
2. Paint Related Material
3. Flammable Liquids

4. Pesticides
5. Aerosols, propane bottles, fire extinguishers
6. Acids
7. Bases
8. Rechargeable Batteries
9. Oxidizers
10. Special Wastes (Strychnine, Zinc Phosphide, Naphthalene, Dioxin Precursors, Mercury)
11. Antifreeze
12. Sharps
13. Fluorescent light tubes
14. Ballasts/capacitors
15. Latex paint
16. Used motor oil / filters

All items will be placed in the appropriate bin or drum. Any items that are leaking will be placed in a plastic bag and then into its appropriate bin. Notify the site manager of any problems, major spills, or any questionable material. If a minor spill occurs, clean it up immediately with oil dry and/or containment pads.

Once the waste has been sorted into the bins, it will be packed by trained staff for transport back to the MHWD. All materials will be packed according to DOT HM-181 guidelines. Tub skids and drums should be properly labeled prior to packing. Use the following procedures for packing each waste stream.

Oil based paint (OBP)

All containers between one quart and five gallons will be neatly-stacked into the tub skid. Any container one pint or smaller will be neatly stacked into its own plastic bin or cardboard box.

Paint related material (LPT-N)

All containers between one pint and five gallons will be loose-packed into a 55-gal steel drum or tub skids (if provided). Containers one pint or smaller will be packed into its own plastic bin or cardboard box.

Flammable Liquids (SOLV)

All flammable liquids will be loose packed into a 55-gal steel drum.

Aerosols, propane bottles and fire extinguishers

All aerosols will be loose packed into a 55-gal steel drum.

Acids

All acids will be loose-packed into a 30-gallon poly drum. Make sure no containers are leaking and lids are tight.

Bases

All bases will be loose-packed into a 55-gallon poly drum. Make sure no containers are leaking and lids are tight.

***Note:** Verify the waste as acidic or basic by the constituents on the label. If there is a question of compatibility, check the material with pH paper.

Pesticides

All pesticides will be loose-packed into 55-gallon steel drums. Any pesticide containing Pentachlorophenol or a 2,4,5-T derivative will be placed into its own plastic bin.

Oxidizers

All oxidizers will be placed into its own plastic bin or 5-gal bucket. Be sure these materials are separated from all other flammable materials.

Rechargeable Batteries

Nickel cadmium, Nickel metal hydride, Lead-sealed, Lithium, and button batteries will be packed into 5-gallon DOT buckets. Contact points should be taped, or single battery should be placed in plastic bag.

Special Wastes

These items need to be placed in their own plastic bin by waste stream. These include zinc phosphide-based poison pellets, naphthalene, and dioxin precursors.

Antifreeze

All antifreeze containers will be loose-packed into a plastic tub. Do not pour off.

Sharps

Sharps to be acceptable must be inside a solid container such as a detergent bottle or red medical sharps container. They cannot be inside plastic bags or transferred to the biohazard container. The sharps containers are to be placed in the biohazard box by the **CUSTOMER** only. Employees are not to touch the sharp containers. They are only to supply the biohazard container for the customer to place their sharps in. Be sure the box is lined with the red biohazard plastic bag before filling the box with sharps containers.

Fluorescent Light Tubes

Place in the appropriate cylinder cardboard box. Always be sure to replace the container lid and keep closed. Compact Fluorescent Lights (CFLs) should be placed in the provided plastic tub. Be careful handling the tubes because if one should break, it would contaminate the container with mercury. If a tube should break, use the mercury spill kit to clean up any free mercury.

Ballasts/Capacitors

Place all ballasts and capacitors into plastic bin or 5-gal bucket. If the item appears to be leaking, place into a plastic bag. Ballasts and capacitors may contain PCB oil.

Latex Paint

All containers between one quart and five gallons will be neatly-stacked into the tub skid. Any container one pint or smaller will be neatly stacked into its own plastic bin or cardboard box. At the end of the collection, latex will be left at Transfer Station to be landfilled.

Used Motor Oil / Filters

All used oil containers will be loose-packed into tub to be poured off at MHWD. Used filters will be placed in 5-gal buckets.

VSQG Waste

Business waste and any waste suspected to be generated by a business will be accepted for a fee at the discretion of the environmental technician. The technician may also direct businesses to the MHWD if it is determined to be more efficient for the operation.

Unacceptable Wastes

In addition to unknowns, other types of wastes the HHM program will not accept include:

1. Radioactive materials
2. Explosives / ammunition
3. Shock sensitive materials
4. Alkaline batteries
5. Asbestos
6. Tires

7. Electronics waste
8. Appliances
9. Any container larger than 5 gallons
10. Empty or dried up containers

A Bill of Lading must be filled out before any waste can be shipped back to the MHWD.

D. Procedures for Handling Unknowns

Any container that appears to be unknown will not be accepted at the satellite collection. The customer is to be advised on what to do with the unknown. If any container contains crystals around the lid, notify the site manager. This container could contain peroxides. Be very careful with the container. Peroxides that have crystallized may be shock sensitive and should not be opened, bumped, or in any way stressed. These containers have the potential to explode. Notify the site manager immediately for further direction. Staff have been instructed how to use pH paper to determine if a material is corrosive or not and how to use the white absorbent towels to determine if a material is flammable or not.

E. Procedures for Handling Abandoned Waste

Staff should carefully examine waste to determine whether the waste is safe to handle. If determined to not be safe, staff should contact Site Manager to decide on course of action. Course of action could be to contact HazMat or other local authorities. If waste is determined safe to handle, treat as residential waste and properly segregate and pack. While segregating, look closely at waste to find any evidence that could provide information as to who could have illegally disposed of the waste. This could at least warrant a phone call explaining the situation. Security cameras could help also. Abandoned waste is illegal disposal and can justify pressing charges, if chosen to do so.

F. Procedures for Handling Open or Leaking Containers

Staff will examine all incoming waste at the receiving area. If any of the containers appear to be leaking, the site manager or designee will be notified. All leaking material must be evaluated because of the danger of a spill and the need for secondary containment. The site manager or designee will evaluate the material, classify it, and over-pack it when necessary. The over-pack drum will be labeled accordingly and placed in storage. In the unlikely event of a spill, the site manager will enact the Spill Response Plan.

G. Procedures for Handling Large Quantities of Waste

Staff will discourage large quantities of wastes from households through educational information. If however, staff confirms that the waste is truly HHM they will do their best to accommodate the resident. Due to limited space, arrangements may warrant referring residents to the MHWD. Nothing larger than a five gallon container will be accepted at the collection unless it has been given prior approval by management.

H. Recycling Procedures for Usable Materials

All waste is picked up by Metro Waste Authority and transported back to the MHWD. The MHWD recycles as many products as possible through the Swap Shop. All incoming materials will be segregated into usable and non-usable material. The usable material will go into the Swap Shop.

I. Disposal of Non-Hazardous Waste

Staff will educate the resident about what qualifies for hazardous waste. The resident will be given a pamphlet that outlines the materials accepted at the facility. They will also be instructed on how to properly dispose of it at home. Any non-hazardous waste at the site is handled through the regular trash.

J. Personal Protection Equipment

All staff handling hazardous waste will wear tyvek, safety glasses, nitrile gloves, and steel toed shoes.

K. Recordkeeping

Each residential customer will be required to complete a short survey. The survey serves a number of purposes. It tracks the number of customers using the service by zip code. The signature provides documentation the waste is generated from a residence and not from a business. Other questions track demographics of those using the program. Most importantly the survey provides data to the usage of the program and justification of the program to Agency and Commission Boards.

L. Initial Training Requirements and Continuing Education of Staff

All staff handling hazardous waste will be required to successfully complete the following:

- Initial OSHA 24 Hour Hazardous Materials Handling Course
- Hands on training provided by MWA.
- Annual OSHA 8 Hour Refresher training
- Hazardous materials chemistry
- Personnel and site safety

Training records must be kept and maintained for a minimum of three years.

M. Facility Maintenance

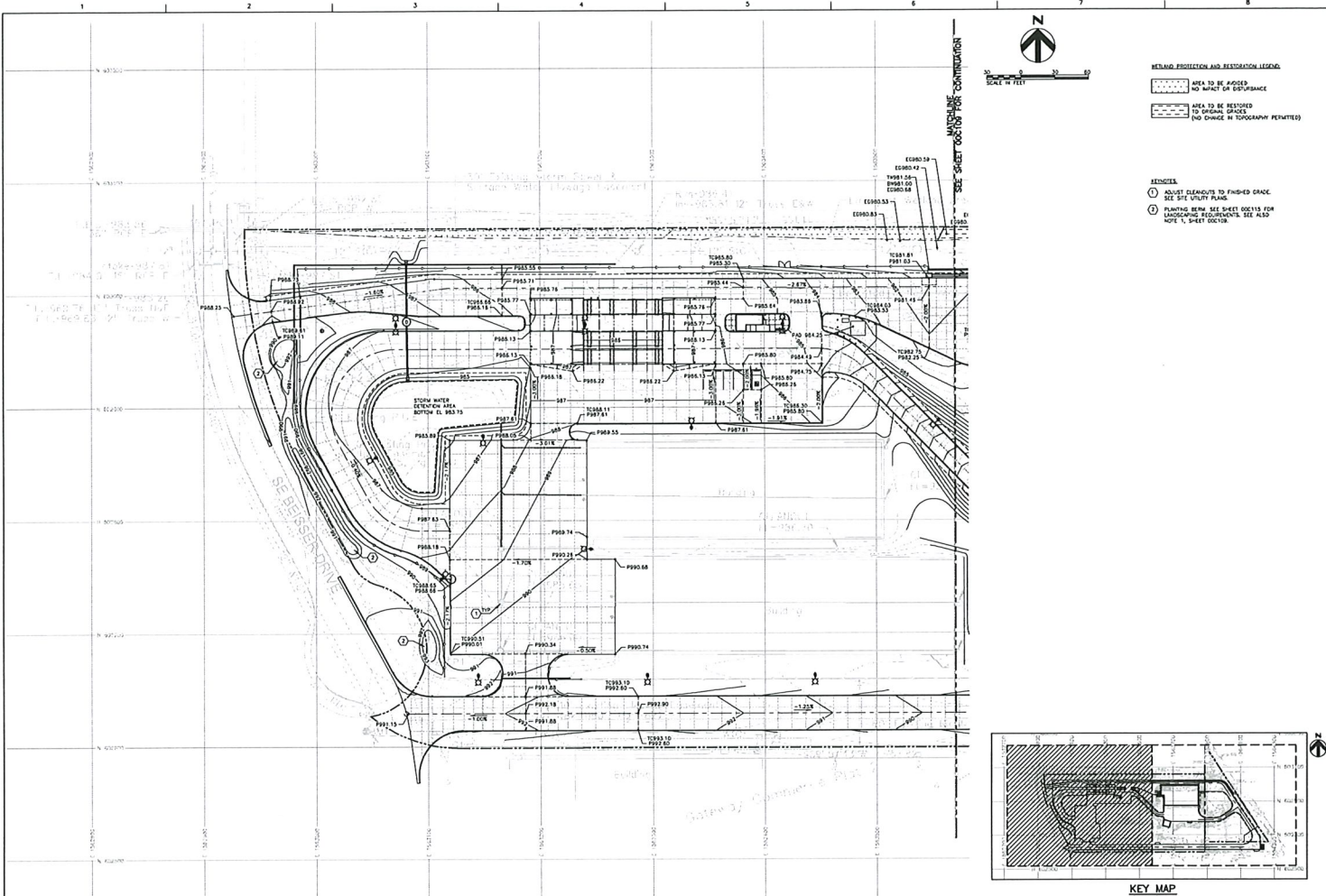
General maintenance of the satellite facility will be the responsibility of the site manager. However staff will be responsible for the following:

- Segregating and packing waste as it comes in.
- Ensuring containers and drums are closed and sealed daily.
- Picking up litter and sweeping as needed.
- Requesting supplies as needed.
- Completing a weekly inspection sheet.

Metro Northwest Transfer Station - Grimes, IA

Household Hazardous Material Collection for 2021

Row Labels	Sum of Weight Calculation
Acid	1130
Aerosols	3901
Antifreeze (For Recycle)	4553
Ballast, non PCB	260
Ballast, with PCB	6
Bases	3636
Batteries, Lead-acid, used - Universal Waste	1980
Batteries, Lithium (Recycle)	73
Batteries, Ni-Cad (Recycle)	343
CFLs (Recycle)	913.8
Electronics Waste	166
Fluorescent Light Tube (4-foot or less) for Recycle	487.2
Fluorescent Light Tube (u-shaped)	2.4
Fluorescent Tube 8 ft or 6 ft (Recycle)	106.8
Fuels	5767
Latex Paint	58132
Oil - Used Motor Oil (Recycle)	15154
Oil-Based Paint	8001
Paint Related	3617
Pesticides (Herbicide, Insecticide, Fungicide)	5538
Sharps/Red Bag Waste	485
(blank)	
Grand Total	114252.2 pounds



RELAND, PROTECTION AND RESTORATION LEGEND

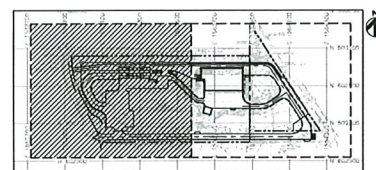
AREA TO BE PROPOSED
NO IMPACT OR DISTURBANCE

AREA TO BE RESTORED
TO ORIGINAL GRADE
(NO CHANGE IN TOPOGRAPHY PERMITTED)

NOTES

1. ADJUST CLEANUPS TO FINISHED GRADE.
SEE SITE UTILITY PLANS.

2. FURNISH REPAIRS SEE SHEET 00C108 FOR
LANDSCAPING REQUIREMENTS. SEE ALSO
NOTE 1, SHEET 00C108.



KEY MAP
1" = 300'



DATE	DESCRIPTION
12/28/18	RECORD DRAWING
04/18	DESCRIPTION

PROJECT MANAGER	J. BENTLEY
ARCHITECTURAL	B. ECKHART
CIVIL	B. ECKHART
ELECTRICAL	B. ECKHART
ENVIRONMENTAL	B. ECKHART
GEOTECHNICAL	B. ECKHART
MECHANICAL	B. ECKHART
STRUCTURAL	B. ECKHART
LANDSCAPE	B. ECKHART
PROJECT NUMBER	131004

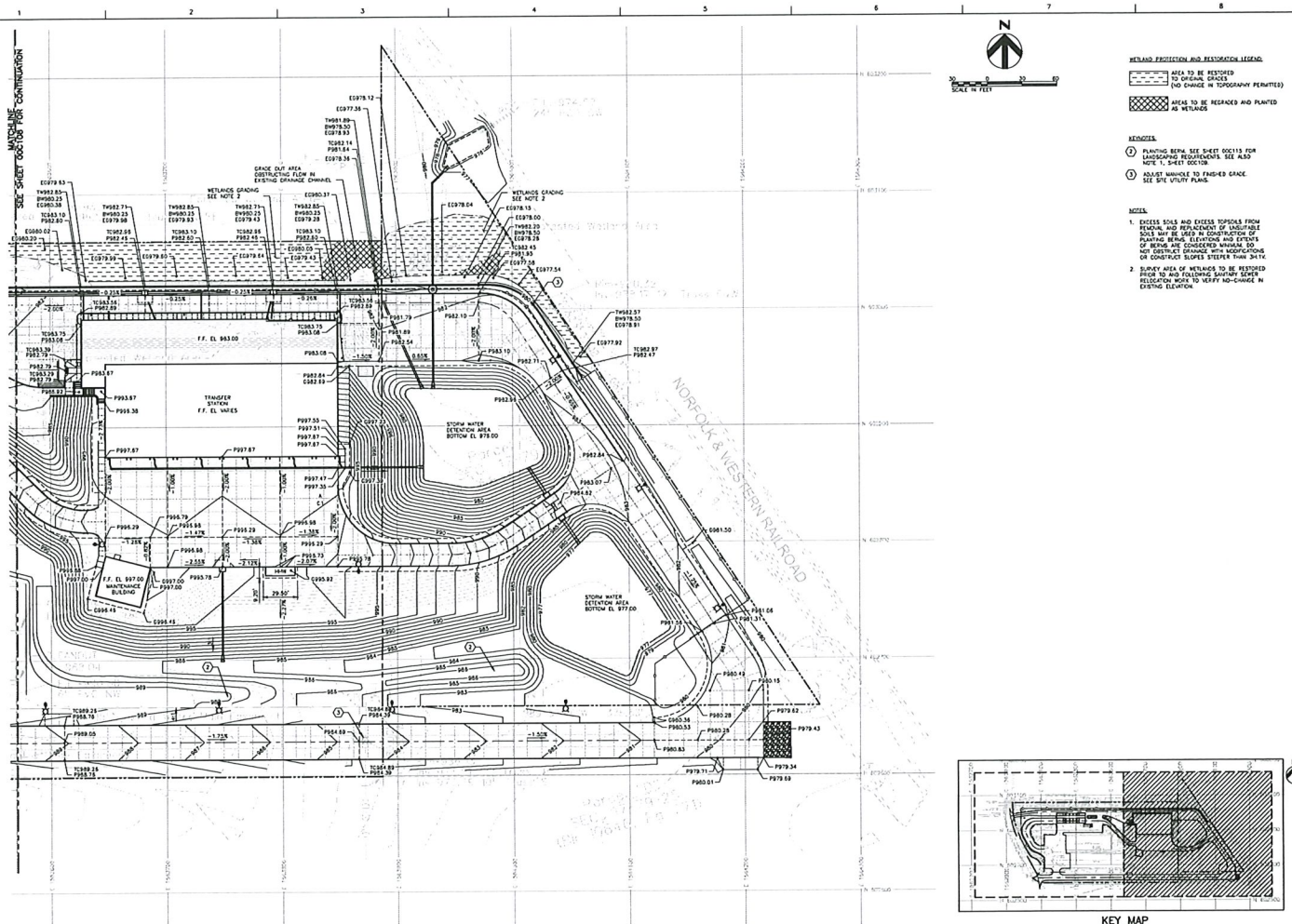
RECORD DRAWING

THIS RECORD DRAWING HAS BEEN PREPARED
IN ACCORDANCE WITH THE REQUIREMENTS OF
THE RECORDING ACT AND IS NOT TO BE
USED FOR ANY OTHER PURPOSES.

MA
Metro Waste Authority

**P-45REBID METRO NORTHWEST
TRANSFER STATION CONSTRUCTION**

SITE GRADING PLAN AREA 1	
FILENAME	00C108.dwg
SCALE	1" = 30'
SHEET	00C108



- WETLAND PROTECTION AND RESTORATION LEGEND**
- AREA TO BE RESTORED TO ORIGINAL GRADE (NO CHANGE IN TOPOGRAPHY PERMITTED)
 - AREA TO BE REGRADED AND PLANTED AS WETLANDS
- REMARKS**
1. PLANTING DETAILS SEE SHEET 000109 FOR LANDSCAPING REQUIREMENTS. SEE ALSO NOTE 1, SHEET 000109.
 2. ADJUST WETLAND TO FINISH GRADE. SEE SITE UTILITY PLANS.
- NOTES**
1. EXCESS SOILS AND EXCESS TOPSOILS FROM REMOVAL AND PLACEMENT OF SOILS SHALL NOT BE USED IN CONSTRUCTION OF PLANTING BEDS. ELEVATION AND EXTENT OF REMOVAL ARE CONSIDERED WHOLESALE TO NOT EXCEED 12 INCHES WITH MODIFICATIONS OF EXISTING SLOPES STEEPER THAN 3:1.
 2. EXISTING AREA OF WETLANDS TO BE RESTORED PRIOR TO AND FOLLOWING EXISTING SLOPE RESTORATION WORK TO MEET 40-CHANCE IN EXISTING ELEVATION.

	PROJECT MANAGER J. DEMPSEY ARCHITECTURAL B. GERRI CIVIL B. FLORES ELECTRICAL L. RANNEY FIRE PROTECTION E. SCHACHMAYER MECHANICAL T. CARSON STRUCTURAL S. HANCOCK LANDSCAPE G. FLETCHER PROJECT NUMBER 232084		RECORD DRAWING THIS RECORD DRAWING HAS BEEN PREPARED BY THE ARCHITECT OR ENGINEER AND IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE. THE ARCHITECT OR ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS RECORD DRAWING.	 Metro Waste Authority P-45REBID METRO NORTHWEST TRANSFER STATION CONSTRUCTION	SITE GRADING PLAN AREA 2 KEY MAP 1" = 200' FILENAME: 000109.dwg SCALE: 1" = 30' 00C109
	12/20/18 RECORD DRAWINGS ISSUE DATE DESCRIPTION				
	12/20/18 RECORD DRAWINGS ISSUE DATE DESCRIPTION				
	12/20/18 RECORD DRAWINGS ISSUE DATE DESCRIPTION				

**SECTION I
EMERGENCY RESPONSE AND
REMEDIAL ACTION PLAN**

FOR

**METRO WASTE AUTHORITY
METRO NORTHWEST TRANSFER STATION**

DES MOINES, IOWA

REVISED: OCTOBER 2018

**PREPARED FOR:
METRO WASTE AUTHORITY
300 EAST LOCUST STREET
SUITE 100
DES MOINES, IA 50309**

**PREPARED WITH ASSISTANCE BY:
HDR ENGINEERING, INC.**

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List of Attachments

- Attachment A Site Plan Maps
- Attachment B Emergency Phone Numbers
- Attachment C Directions to Hospital
- Attachment D IDNR Guidelines for Reporting Hazardous Conditions Including Chapter 131 IAC
"Notification of Hazardous Conditions"
- Attachment E List of At-Risk Populations within Five Mile Radius

Section 1.0 Facility Information

The Metro Northwest Transfer Station Emergency Prevention and Action Plan (MNTS Action Plan) was prepared by MWA independently of IDNR regulation 567 – 102.16 (455B) for the Metro Northwest Transfer Station (MNTS). Rather than duplicate the content of MWA's action plan this Emergency Response and Remedial Action Plan (Plan) will reference specific sections, where applicable, of the MNTS Action Plan to be located in the MNTS office. The MNTS Action Plan will be updated periodically by MWA as needed.

1.1 Permitted Agency

Metro Waste Authority (MWA)

Metro Northwest Transfer Station (MNTS)

1.2 DNR Permit Number

Permit number will be issued by the Iowa Department of Natural Resources (IDNR). The IDNR construction and operation permit number for the MNTS is #77-SDP-69-14P-XFR.

1.3 Facility Description

This facility is a solid waste transfer station. This site also includes a satellite facility for household hazardous materials (HHM).

1.4 Responsible Official and Contact

The MNTS Working Foreman has been designated as the on-site emergency coordinator, or in their absence the Director of Recycling & Diversion, or in their absence the Director of Operations, or in their absence the Executive Director. The MNTS Action Plan provides the Lines of Authority and notifications in the individual action guides.

Engineer of Record –

Garrett Williams, P.E.
HDR Engineering, Inc.
402-399-1210
8404 Indian Hills Drive
Omaha, NE 68114

1.5 Site and Environs Map

A site vicinity map is included in Figure 1 of Attachment A. Figure 2 contains the emergency evacuation plan map. This site plan map provides the location of emergency evacuation routes, fire escape routes, and emergency assembly points (EAPs). Employees should be familiar with both the evacuation routes and the EAP.

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Section 2.0

Regulatory Requirements

2.1 Iowa Code

This Plan is designed to meet the requirements of Iowa Code paragraph 455B.306(6)d which requires the submission of an Emergency Response and Remedial Action Plan by all sanitary disposal projects.

This Plan is intended to:

- Establish provisions to minimize the possibility of fire or explosion.
- Establish provisions to minimize any releases to air, land, or water of pollutants that could threaten human health and the environment.
- Identify possible occurrences that may endanger human health and environment.

2.2 Permit Provisions

An updated Plan will be submitted at the time of each permit renewal application if a review indicates that revisions are required. The Plan is intended to be flexible and to meet contingencies arising at the facility. Requests for changes to the Plan may be submitted to MWA's Director of Recycling & Diversion, Director of Operations, or Site Engineer.

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Section 3.0

Emergency Conditions – Response & Remedial Actions

3.1 Utilities Failure

Utilities include natural gas, electricity, sanitary sewer, and water.

3.1.1 Natural Gas Failure Short Term and Long Term

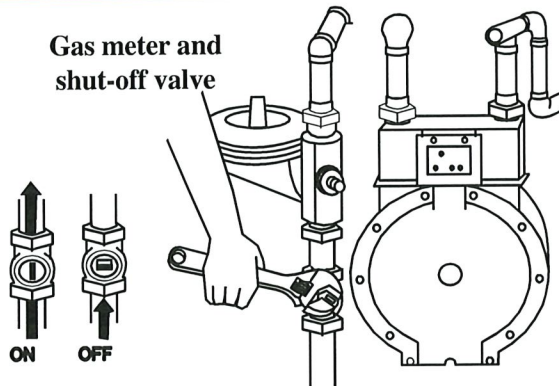
In the event MNTS facilities are without natural gas supply and natural gas odor is present contact the following:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.
- Natural Gas Company - See Attachment B for telephone number.

NATURAL GAS LEAK

If a gas odor is present and it is strong, take immediate action:

- Natural gas is an asphyxiate. In proper concentrations it can suffocate a person.
- Use extreme caution if a gas odor is present.
- Try to shut off the natural gas by turning the shut-off valve to the horizontal position.
- Leave the building where the odor is identified. Go to the Emergency Assembly Point (See Attachment A). Account for MNTS personnel, guests, contractors, etc.
- Do not attempt to locate gas leaks.
- Open doors and windows.
- Do not turn lights on/off or unplug electrical appliances.
- Do not use telephones in or around the building or office.
- Do not position or operate vehicles or powered equipment.
- Do not attempt any other repairs to the natural gas systems.
- If you turn off the gas for any reason, it must be turned back on by a professional.



Have wrench stored in a specific location where it will be immediately available

After the gas has been shut-off and the facility ventilated, or the facility has been evacuated to a safe distance, then the following individuals must be contacted:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.
- Natural Gas Company - See Attachment B for telephone number.

3.1.2 Electricity Failure Short Term and Long Term

Disruption of essential services due to electrical failure are explained further in the MNTS Action Plan.

SCALE FAILURE DUE TO ELECTRICITY SUPPLY FAILURE

If the MNTS scales are non-operational, then the following individuals must be contacted:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.
- MNTS Working Foreman may direct trucks directly to the Metro Park East (MPE) Sanitary Landfill or the Metro Park West (MPW) Sanitary Landfill.

BUILDINGS

Although the MNTS is primarily open during daylight hours, twilight and dusk operations may require supplemental light and heat if the electricity fails.

If the electrical systems at the HHM enclosure are non-operational, persons should not enter the enclosure if waste gases are suspected to be present (See Section 3.4.3). For long term electricity supply failure to the HHM enclosure, operations may require a portable generator to power the mechanical ventilation system.

3.2 Weather Related Events, Including Event and Post Event Conditions

Use weather radios located in MNTS office to receive the most updated information on local conditions.

3.2.1 Tornado

Tornado Terminology:

Tornado Watch - Tornadoes are possible.

Tornado Warning - A tornado has been sighted or indicated by weather radar.

PROCEDURES DURING AND AFTER A TORNADO

Tornado procedures are explained further in the MNTS Action Plan.

PROCEDURES AFTER A TORNADO

- Try to get out of damaged buildings. Once out, do not re-enter unless necessary. Use great caution.
- Extinguish all smoking and small fires. For any type of fire, notify Fire Department – see Attachment B for telephone numbers.

CHECK FOR NATURAL GAS LEAKS

- Check for gas leaks. If you smell gas or hear a blowing or hissing noise, open a window and quickly leave the building.
- Turn off the gas at the outside main valve if you can and call the gas company from a cellular telephone or a telephone away from the affected property. If you turn off the gas for any reason, it must be turned back on by a professional.

CHECK FOR ELECTRICAL SYSTEM DAMAGE

- Look for electrical system damage. If you see sparks or broken or frayed wires, or if you smell hot insulation, turn off the electricity at the main fuse box or circuit breaker.
- If you have to step in water to get to the fuse box or circuit breaker, call an electrician first for advice.

CHECK FOR SEWAGE, LEACHATE, AND WATER LINE DAMAGE

- Check for sewage, leachate, and water line damage. If you suspect sewage lines are damaged, avoid using toilets, avoid generating additional leachate from solid waste, and call a plumber. If water pipes are damaged, contact the water company and avoid using water from the tap.

CHECK SOLVENT STORAGE SYSTEMS

- Extinguish all smoking and small flames. For any type of fire, notify Fire Department – see Attachment B for telephone numbers.
- If a spill/leak exists, attempt to stop the leak/spill or absorb solvents with inert materials.
- If bulk fuel or solvent is leaking into the environment from a storage system, take immediate steps to limit flow into drainage ways.
- Report applicable spills or leaks to the Director of Operations or Director of Recycling & Diversion. See Attachment B for emergency contacts.

CHECK HOUSEHOLD HAZARDOUS MATERIALS ENCLOSURE

- If a spill/leak exists, see Section 3.4.
- Do not open to the public until hazardous materials that may have been displaced during the storm are properly managed.

3.2.2 Wind Storms/Winter Storms

Wind Storm / Winter Storm Terminology:

Down Burst - a strong out rush of wind formed by rain cooled air. Strong down bursts, which produce extensive damage, are often mistaken for tornadoes. A downburst can easily overturn a mobile home, tear roofs off houses, and topple trees.

Winter Storm Watch - Indicates that severe winter weather may affect your area.

Winter Storm Warning - Indicates that severe winter weather conditions are definitely on the way.

Blizzard Warning - Indicates that large amounts of falling or blowing snow and sustained winds of at least 35 miles per hour are expected for several hours.

Heavy snow can interrupt or halt transportation services.

If a blizzard warning is issued by local authorities contact the following individuals for further instruction:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.

3.2.3 Intense Rainstorm and Erosion

Thunderstorm Terminology:

Severe Thunderstorm Watch - A severe thunderstorm (damaging winds 58 miles per hour or more, or hail three-fourths of an inch in diameter or greater) is likely to develop.

Severe Thunderstorm Warning - A severe thunderstorm has been sighted or indicated by weather radar.

Erosion issues are not likely to become a major concern at the MNTS.

THUNDERSTORM PROCEDURES

THUNDERSTORM WATCH PROCEDURES

- Locate a safe place, such as the designated tornado shelter at the transfer station.
- Watch the sky.
- Assign someone to listen to the MNTS weather radio located in the MNTS office.

THUNDERSTORM WARNING PROCEDURES

- Go to a safe place.
- Listen to the MNTS weather radio located in the MNTS office and wait for the "all clear" by the authorities.

- Tornadoes are spawned by thunderstorms and flash flooding can occur with thunderstorms. When a "severe thunderstorm warning" is issued, review what actions to take under a "tornado warning" or a "flash flood warning."

PROCEDURES AFTER A THUNDERSTORM INCLUDING LIGHTNING STRIKES

Procedures for thunderstorms and lightning strikes that injure people are explained further in the MNTS Action Plan.

CHECK FOR SEWAGE, LEACHATE, AND WATER LINE DAMAGE

- Check for sewage, leachate, and water lines damage. If you suspect sewage lines are damaged, avoid using toilets, avoid generating additional leachate from solid waste, and call a plumber. If water pipes are damaged, contact the water company and avoid using water from the tap.

CHECK SOLVENT STORAGE SYSTEMS

- Extinguish all smoking and small flames. For any type of fire, notify Fire Department – see Attachment B for telephone numbers.
- If a spill/leak exists, attempt to stop the leak/spill or absorb fuel/solvents with inert materials.
- If bulk solvent is leaking into the environment from a storage system, take immediate steps to limit flow into drainage ways.
- Report spills or leaks to the Director of Operations or Director of Recycling & Diversion. See Attachment B for emergency contacts.

CHECK HOUSEHOLD HAZARDOUS MATERIALS ENCLOSURE

- Extinguish all smoking and small flames. For any type of fire, notify Fire Department – see Attachment B for telephone numbers.
- If a spill/leak exists, see Section 3.4.
- Do not open to the public until hazardous materials that may have been displaced during the storm are properly managed.

3.2.4 Lightning Strikes

There are some places that are safer than others from lightning strikes, however no place is risk free.

LIGHTNING STRIKE VICTIM

- A person who has been struck by lightning does not carry an electrical charge that can shock other people.
- Lightning striking a scale or other area near workers may also cause medical problems. Check personnel and follow MWA medical emergency protocol (MNTS Action Plan).
- If a lightning victim is injured, follow MWA medical emergency protocol (MNTS Action Plan).
- Instructions for making 911 calls are located in the MNTS Action Plan and near telephones.

3.2.5 Flooding

Flood Terminology:

Flash Flood Watch – A flood is possible, be alert to signs of flash flooding, and be ready to evacuate. Know the local terrain, flash floods can happen more quickly in hilly terrain or low-lying areas.

Flash Flood Warning – A flood is already occurring and will occur soon in your area, listen to local radio and television for local information and advice.

If a flash flood warning is issued by local authorities contact the following individuals for further instruction.

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.

FLOOD DAMAGE PREVENTION PROCEDURES

- Move waste off working floor and into trailers if possible.
- Move materials to higher location within HHM enclosure, if possible.
- Move key documents, electronic files, computers, etc. to higher ground or take them with you if you must evacuate.
- Review evacuation procedures with employees.
- Turn on weather radio and get the latest emergency information.
- If told to leave, do so immediately.

PROCEDURES DURING A FLOOD

- Evacuation may be necessary. If advised to evacuate, do so immediately.
- Never drive into a flooded area.
- Never drive around road barricades.
- In case employees are separated from one another during floods or flashfloods, each employee shall contact the Director of Operations or Director of Recycling & Diversion so all employees can be accounted for.
- Evacuation is much simpler and safer before floodwaters become too deep for ordinary vehicles to drive through.
- Listen to a battery operated radio or television for evacuation instructions.
- Follow recommended evacuation routes. Shortcuts may be blocked.
- Leave early enough to avoid being marooned by flooded roads.

IF OUTDOORS

- Climb to high ground and stay there.
- Avoid walking through any floodwaters. If it is moving swiftly, even water 6 inches deep can sweep you off your feet.

IF IN A VEHICLE

- Never drive into a flooded area.
- Never drive around road barricades.
- If you come to a flooded area, turn around and go another way.
- If your car stalls, abandon it immediately and climb to higher ground. Many deaths have resulted from attempts to move stalled vehicles.

PROCEDURES AFTER A FLOOD

- Return to the MNTS only after it has been declared safe by local emergency management officials. Follow all emergency rules, laws, and regulations.
- Report and stay clear from loose power lines or damaged utilities.
- Report downed power lines to your utility company or local emergency manager.
- Some appliances, such as television sets, can shock you even after they have been unplugged. Do not use appliances or motors that have gotten wet unless they have been taken apart, cleaned, and dried.
- Be alert for gas leaks. Use a flashlight to inspect for damages. Do not smoke or use candles, lanterns, or open flames unless you are sure that the gas has been turned off and the area has been aired out.
- Look for fire hazards. Broken or leaking gas lines, flooded electrical circuits, submerged furnaces or electrical appliances, flammable or explosive materials coming from upstream.
- Service damaged septic tanks, cesspools, pits, and leaching systems as soon as possible. Damaged sewage systems are health hazards.
- Document the damage for insurance purposes by taking notes or photographs.

STRUCTURAL STABILIZATION TEMPORARY MEASURES

- Identify potential deficiencies and provide temporary shoring to protect life and property while the water levels are receding. All shoring measures should be planned with the assistance of qualified structural engineers or contractors.
- Support unstable or leaning structures or features with temporary bracing and reinforcement.
- Strengthen exposed foundations or brace areas of undermining by following engineer's recommendations.
- Brace and strengthen decayed or damaged floor and ceiling structures. Check bearing locations for movement or settlement.

CHECK FOR SEWAGE, LEACHATE, AND WATER LINE DAMAGE

- Check for sewage, leachate, and water line damage. If you suspect sewage lines are damaged, avoid using toilets, avoid generating additional leachate from solid waste, and call a plumber. If water pipes are damaged, contact the Director of Operations or Director of Recycling & Diversion who should contact the water company. Avoid using water from the tap.

CHECK SOLVENT STORAGE SYSTEMS

- Extinguish all smoking and small flames. For any type of fire, notify Fire Department – see Attachment B for telephone numbers.
- If a spill/leak exists, attempt to stop the leak/spill or absorb fuel/solvents with inert materials.
- If bulk solvent is leaking into the environment from a storage system, take immediate steps to limit flow into drainage ways.
- Report applicable spills or leaks to the Director of Operations or Director of Recycling & Diversion. See Attachment B for emergency contacts.

CHECK HOUSEHOLD HAZARDOUS MATERIALS ENCLOSURE

- Extinguish all smoking and small flames. For any type of fire, notify Fire Department – see Attachment B for telephone numbers.
- If a spill/leak exists, see Section 3.4.
- Do not open to the public until hazardous materials that may have been displaced during the flood are properly managed.

SCREENING AND DOCUMENTING FLOOD RELATED WASTES

- Do not accept hazardous material caused by a flood.
- Do not accept free flowing liquids – even if the container is thought to contain only flood-related liquid.
- Do not accept containers that contain unknown materials, especially drums and similar containers that “floated” to the current owner.
- Document all flood related debris for possible credit/reimbursement.

3.3 Fire and Explosions

Emergency protocol for incipient and major fires/explosions are explained further in the MNTS Action Plan.

3.3.1 Waste/Recyclable Materials

For fires at the tipping floor, see Section 3.3.6 Facilities.

For fires in vehicles, see Section 3.3.8 Hot Loads.

FIRES AT RECYCLABLE STORAGE AREAS

Recyclable storage areas will be located outside and away from the building. The procedures for handling fires in recyclable storage areas will be similar to Section 3.3.8 Hot Loads.

FIRES AT HOUSEHOLD HAZARDOUS MATERIALS ENCLOSURE

The HHM enclosure is located outside and away from the transfer station building and maintenance building. The procedures for handling fires at the HHM enclosure will be similar to Section 3.3.2 Buildings and Site. The HHM enclosure is protected with a fire suppression system. Fire suppressant will flow from the total flood nozzles when they are activated due to increased heat levels. Flow from the nozzles should initiate the local alarm (vibrating bell or equivalent) on the enclosure.

3.3.2 Buildings and Site

SMALL LOCALIZED FIRE – BUILDING OR OFFICE

Emergency protocol for incipient and major fires/explosions are explained further in the MNTS Action Plan.

- Caution: A small-localized fire can engulf a room in less than 60 seconds.
- Act quickly. Smoke can be very dangerous.
- Use a fire extinguisher to extinguish the flame, shoot at the base of the flame. Remember the PASS (pull, aim, squeeze, sweep) method.
- Remove nearby flammable materials such as paper, drapes, rags, etc.
- Evacuate all unnecessary personnel – go to the Emergency Assembly Point (See Attachment A).
- Notify Fire Department for any fire – see Attachment B for telephone numbers.

OUT OF CONTROL FIRE – BUILDING OR OFFICE

Emergency protocol for incipient and major fires/explosions are explained further in the MNTS Action Plan. The transfer station building is protected throughout with an automatic fire sprinkler system. Water will flow from the fire sprinkler system heads when they are activated due to increased heat levels. Water flow from the sprinkler system will initiate the fire alarm system, notifying the occupants. This fire alarm system also reports fire alarms, calling the fire department.

- Get out of the building. Familiarize yourself with at least two exits from each room; for example; one window and one door.
- Go to the Emergency Assembly Point (See Attachment A).
- Phone the Fire Department (911) from a mobile phone or from a neighbor's phone. See Attachment B for telephone numbers.
- Contact the Director of Operations or Director of Recycling & Diversion from a mobile phone or from a neighbor's phone. See Attachment B for telephone numbers.
- Never go back inside a building for any reason, until the all clear is given by the fire department.

3.3.3 Equipment

ENGINE FIRES

Emergency protocol for incipient and major fires/explosions are explained further in the MNTS Action Plan.

- Immediately turn off the ignition to shut down the fuel pump and the flow of fuel.
- Putting out an engine fire safely and efficiently requires two people. One holds the fire extinguisher and the other opens the hood. The fire will flare up as the fresh air hits it. Immediately spray the fire extinguisher across the base of the flames until the fire is out.

- It is important to get the hood open fast. If the fire burns through the hood release cable before you can get it open, there will be no way to get at the fire.
- Do not try to put out an engine fire by spraying the extinguisher through the radiator or through the wheel wells, this method will not work and will waste time and the fire extinguisher contents. Get at the base of the flames.
- Notify Fire Department for any fire – see Attachment B for telephone numbers.

3.3.4 Fuels

GENERAL SAFETY

- Vapors from fuels can be more flammable than liquid, and can travel from their liquid origin. Always use caution when filling vehicles or containers.
- Equipment shall be refueled only at designated locations.
- In case of spillage, filler caps shall be replaced and spillage disposed of before engines are started.
- Engines shall be stopped and operators shall not be on the equipment during refueling operations.
- Only designated persons shall conduct fueling operations.
- Smoking and open flames shall be prohibited in areas used for fueling, fuel storage, or enclosed storage of equipment containing fuel.
- Liquid fuels not handled by pump shall be handled and transported only in portable containers or equivalent means designed for that purpose. Portable containers shall be metal, have tight closures with screw or spring covers and shall be equipped with spouts or other means to allow pouring without spilling. Leaking containers shall not be used.

3.3.5 Utilities

PROPANE GAS TANK

This facility does not have a propane storage tank.

ELECTRICAL

Emergency protocol for incipient and major fires/explosions are explained further in the MNTS Action Plan.

- Use a fire extinguisher rated CLASS C: Energized Electrical Equipment including Wiring, Fuse Boxes, Circuit Breakers, Machinery, and Appliances.
- Caution: A small-localized fire can engulf a room in less than 60 seconds.
- Act quickly.
- Remove nearby flammable materials such as paper, drapes, rags, etc.
- If necessary, evacuate all unnecessary personnel. Go to the Emergency Assembly Point (See Attachment A).

- Notify Fire Department for any fire – see Attachment B for telephone numbers.

FOR SMALL LOCALIZED ELECTRICAL FIRES

- Use a fire extinguisher rated CLASS C: Energized Electrical Equipment including Wiring, Fuse Boxes, Circuit Breakers, Machinery, and Appliances.
- Caution: A small-localized fire can engulf a room in less than 60 seconds.

FOR LARGER UNCONTROLLED ELECTRICAL FIRES

- Get out of the building. Familiarize yourself with at least two exits from each room; for example; one window and one door.
- Go to the Emergency Assembly Point (See Attachment A).
- Phone the Fire Department from a mobile phone or from a neighbor's phone. See Attachment B for telephone numbers.
- Contact the Director of Operations or Director of Recycling & Diversion from a mobile phone or from a neighbor's phone. See Attachment B for telephone numbers.
- Never go back inside a building for any reason.

Natural Gas

See Section 3.1.1 for Natural Gas.

3.3.6 Facilities

See Section 3.3.2 Buildings and Site. The MNTS does not have additional facilities not previously covered. The leased salt barn buildings and area are not covered in this ERRAP.

TIPPING FLOOR

Transfer station stockpile/tipping floor fires can be started from several causes: spontaneous combustion, careless smoking, and arson.

- Understand and be aware of warning signs.
- Always report any visible smoke to the Working Foreman. Report steam to the Working Foreman. See Attachment B for phone numbers.
- If in doubt about a possible fire or signs of fire call the Fire Department (call 911). See Attachment B for telephone numbers.
- Contact the Director of Operations or Director of Recycling & Diversion from a mobile phone or from a neighbor's phone. See Attachment B for telephone numbers.

ONCE A FIRE IS IDENTIFIED

- Utilize the Alarm System as necessary. Manual pull stations will be installed adjacent to all exit doorways in the transfer station building. When the sprinkler system heads are activated by increased heat levels, water flow from the sprinkler system will initiate the fire alarm system, notifying the occupants. The fire alarm system also reports fire alarms, calling the fire department.
- Control access to the site and establish site security.

- First aid should be available on-site.

Controlling a transfer station fire may be accomplished through local fire fighting equipment. Follow the instructions of the fire fighting professionals on site.

- Excavated waste may require a hot pad where it can be spread and soaked with water or other fire extinguishing media.
- Soaked material may require a cool pad storage area.
- Use caution while excavating “hot” materials, exposure to the air may create flames.
- Before attempting to excavate the “hot spot” within a stockpile, a spotter should watch equipment operators.
- Move “hot” materials to a hot pad so the materials can be sprayed with water or fire extinguishing media.

Unaffected stockpile materials and soaked stockpile materials should be moved to a cool pad while the remaining materials are excavated.

3.3.7 Hot Loads

SMOLDERING OR IGNITED FIRES – IN A VEHICLE

- “Hot Loads” are loads of waste or vehicles that are smoking, smoldering or are on fire. “Hot Loads” may arrive at the transfer station without the driver aware of the risk.
- Do not dump hot loads on top of exposed waste of any kind.
- Do not stop a truck on fire or containing a hot load near a building.
- Quickly alert the driver and direct the truck toward a safe area.
- Call the Fire Department. See Attachment B for telephone numbers.
- If the load can be dumped without harming the driver or others, dump the load in a safe area. Caution: A fire may spread quickly or “flash” as air is introduced.
- Use sand to cover the material or water from MNTS fire hoses to prevent the fire from spreading.
- Stay out of the “zone of danger,” which is the cone-shaped area directly behind a vehicle with the gas tank located in the usual position at the back. If a gas tank explodes, it sends a tremendous blast out from the rear of the vehicle. This can be lethal for 50 to 100 feet behind the vehicle.

3.3.8 Waste Gases

Explosive and flammable gases such as methane are not anticipated at the MNTS.

Fires at the HHM enclosure could result in harmful waste gases. Should this condition occur, the following actions should be taken immediately:

- Move away from the enclosure.

- Phone the Fire Department (911) from a mobile phone or from a neighbor's phone. See Attachment B for telephone numbers.
- Contact the Director of Operations or Director of Recycling & Diversion from a mobile phone or from a neighbor's phone. See Attachment B for telephone numbers.

3.3.9 Evacuation

See the Emergency Evacuation Map (Attachment A) and the MNTS Action Plan for applicable evacuation steps in each individual action guide.

3.4 Regulated Waste Spills and Releases

Terminology:

Regulated Waste – Generally includes non-hazardous material such as leachate, municipal solid waste, and petroleum contaminated soils.

Spill – For this report, a spill primarily involves liquids or solids that are deposited accidentally on the facility's property in an incorrect location but remain within the facility's property boundary. Spills include quantities of 100 gallons or less, or two tons or less.

Release – For this report, a release may involve spills of solids or liquids greater than 100 gallons or greater than two tons that enter lagoons, sedimentation ponds, drainage ways, etc. but stay on-site.

3.4.1 Waste Materials

Waste Materials – Waste materials are materials normally accepted at the transfer station and are also regulated wastes.

Household Hazardous Materials (HHM) – HHM are regulated waste materials generated by households in small quantities and normally accepted through household hazardous waste programs.

3.4.2 Washwater

ON-SITE SPILL OR RELEASE

MNTS uses sanitary sewer lines to dispose of leachate generated from waste. A spill situation might occur if the drainage paths are blocked or dammed.

If a leachate spill is observed contact the following:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.

LAGOONS

This facility does not have a lagoon.

DRAINAGE SYSTEMS

- Leachate should not overflow into a non-leachate designated drainage system from a spill event.
- If leachate should be observed overflowing into a drainage system actions should be taken to stop the flow of leachate.

MISCELLANEOUS SPILLS

Leachate from waste and/or spills should not be allowed to flow beyond the MNTS property boundary and should not be allowed to enter a creek, river, or stream.

Small leachate spills from tankers or other sources should be observed so they do not leave the property boundary. Absorbent materials, such as yard waste or compost, could be placed on the spill to minimize tracking.

Inspect HHM Enclosure and Oil Storage Systems

Hazardous material, incompatible materials, reactive materials, and other chemicals are stored in the HHM enclosure. Outside of the HHM enclosure may be a waste oil structure. Specific spill responses are discussed during 40-hour HAZWOPER training. Personnel managing the HHM enclosure materials are required to have 40-hour training.

- If a spill is identified:
 - Notify the Director of Operations or Director of Recycling & Diversion of the type and amount of material spilled.
 - Assess the type and quantity of the spilled material to determine if outside assistance is required.
 - If outside assistance is necessary, contact the appropriate emergency services (Attachment B).
 - If no outside assistance is required, immediately stop the flow by closing an open valve, setting container upright, plugging the leak, etc.
 - Once the spill has been corrected, deploy appropriate waste spill kit tools to prevent material from exiting the facility or spreading further.

Use extreme caution while managing a hazardous waste spill. More than one material may have been spilled and may pose a serious hazard if they come into contact with one another.

3.4.3 Waste Gases

Methane gas is a by-product of waste decomposition and can be explosive in specific concentrations. Methane gas is colorless and odorless; odor is emanated from other gases mixed with the methane.

- Methane gas can migrate and accumulate in enclosed buildings, under scales, crawl spaces and other confined spaces.
- Methane gas concentration levels are often detected using an electronic meter.

If methane gas is detected within the explosive limits:

- Extinguish all smoking.
- Attempt to ventilate the area by opening windows/doors.
- If the methane is detected in the MNTS office or other building regularly occupied, evacuate immediately and go to the Emergency Assembly Point (See Attachment A).

If methane is detected in the MNTS office or other building regularly occupied contact the following:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.

Other waste gases may possibly be released from HHM. Waste gas may be present after spills or after containers are opened. Gases generated in this environment may have none to noxious odor and may have color or be colorless. If gases are expected to be present, the HHM enclosure should be ventilated by opening the doors of the enclosure. The HHM enclosure also has a mechanical ventilation system to ventilate the air; this system should be on if gases are suspected to be present.

- Gases can migrate and accumulate in enclosed structures, crawl spaces, and other confined spaces.
- Gas concentration levels are often detected using an electronic meter.
- If gas is detected:
 - Attempt to ventilate the area by opening doors and turning on the mechanical ventilation system.
 - Contact the Director of Operations or Director of Recycling & Diversion. See Attachment B for contact information.
 - Do not return to the enclosure until it has been properly ventilated and the concentrations have been checked with an electronic meter.

3.4.4 Waste Stockpiles and Storage Facilities

This site does not have any waste stockpiles or waste storage facilities other than the tipping floor and HHM enclosure.

The HHM enclosure receives hazardous and other materials from private residents and CESQG. The materials are properly sorted, labeled, and stored in the enclosure. The reusable and non-reusable materials will be collected by MWA's certified staff and transported to the Metro Hazardous Waste Drop-Off.

3.4.5 Waste Transport Systems

Waste received at the MNTS will be transported to the MPE Landfill or MPW Landfill in transfer trailers owned and operated by Metro Waste Authority.

Materials received at the HHM enclosure will be transported by MWA's certified staff in box truck and trailers to the Metro Hazardous Waste Drop-Off.

3.4.6 Litter and Airborne Particulates

Litter and airborne particulates will be controlled according to the sanitary disposal project permit.

3.4.7 Site Drainage Systems

Flood or Heavy Rain/Wet Situations:

- If regulated wastes enter drainage systems, use great caution removing the wastes – flowing water can have extreme force.
- Wet weather can cause embankments to become weakened and fail.

NON FLOOD AND NON HEAVY RAIN/WET CONDITIONS

Prevent the waste from washing away beyond the property boundary; remove the wastes as soon as possible.

3.4.8 Off-Site Releases

LEACHATE

Leachate must be kept from entering creeks, rivers, streams, or other waterways. Leachate should not be allowed to leave the property boundaries.

If leachate is observed leaving the property boundary and/or entering a creek, river, stream, or other waterway, immediately contact the following:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.
- Operations Manager - See Attachment B for telephone numbers.

WASTE GASES

- See Section 3.4.3 Waste Gases for information related to waste gases.
- If waste gases are detected outside of the property boundary, contact the MNTS Working Foreman.
- A second check of gas concentration levels with newly calibrated equipment may be required.
- If waste gases are detected a second time outside of the property boundary, then contact the Director of Operations or Director of Recycling & Diversion immediately (See Attachment B for telephone numbers).

REGULATED WASTE

- Prevent the waste from traveling further off site. Earthen dams, excavation, compaction, and other techniques can be applied to stop the flow of regulated waste from traveling further from the property boundary.
- If the regulated waste is in a waterway, attempt to stop the flow of waste and if possible, stop the flow of waste downstream. Use caution working near steep banks or wet embankments.
- Contact the Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.

3.5 Hazardous Material Spills and Releases

- See Attachment D for State Guidelines for Reporting Hazardous Conditions.

Hazardous Material Emergency protocol is explained further in the MNTS Action Plan.

3.5.1 Load Check Control Points

Load checking is performed periodically by the transfer station to identify banned materials, hazardous materials, and wastes that may have been generated from areas outside the solid waste planning boundaries.

If a solid waste load is identified as containing hazardous materials or hazardous markings on containers are identified follow the Hazardous Material Emergency protocol as explained further in the MNTS Action Plan.

3.5.2 Mixed Waste Deliveries

See Section 3.5.1 above.

3.5.3 Fuels

Fuels and oils that are spilled can be absorbed with specific material designed for this purpose – they are often called “snakes”, “booms”, or “pillows”. These materials, after use, are moved in drums to a used oil containment area until suitable transport to an off-site disposal location can be arranged.

If a fuel / oil spill occurs or is identified, follow the Hazardous Material Emergency protocol as explained further in the MNTS Action Plan.

3.5.4 Waste Gases

- See Section 3.4.3 Waste Gases for information related to waste gases.
- If waste gases are detected outside of the property boundary, contact the Director of Operations or Director of Recycling & Diversion. See Attachment B for telephone numbers.
- A second check of gas concentration levels with newly calibrated equipment may be required.
- If waste gases are detected a second time outside of the property boundary, then contact the Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.
- If waste gases are detected indoors, do not smoke. Ventilate the area and evacuate the area as gas can drop oxygen levels to dangerous levels and can explode.

3.5.5 Site Drainage Systems

FLOOD OR HEAVY RAIN/WET SITUATIONS

- If hazardous wastes enter drainage systems: follow the Hazardous Material Emergency protocol as identified in the MNTS Action Plan.
- Contact the Director of Operations or Director of Recycling & Diversion. See Attachment B for telephone numbers.
- Emergency / Hazardous Material professionals will provide assistance to minimize the risk downstream.

NON FLOOD AND NON HEAVY RAIN/WET CONDITIONS

Prevent the waste from washing away beyond the property boundary. Get assistance before attempting to remove the wastes. Assistance should be obtained from trained professionals.

3.5.6 Off-Site Releases

- If possible, construct an earthen dam or similar structure to reduce the spread of contamination. Do not contact the material, contaminated dust, fumes or gases.
- Dial 911.
- Should a spill leave the property follow the Hazardous Material Emergency protocol as identified in the MNTS Action Plan.
- See Attachment D for reporting hazardous conditions to the State.

BIOHAZARDOUS RELEASES

Biohazardous compounds and agents, such as anthrax, can cause symptoms in workers, contractors, drivers, etc. through inhalation, direct skin contact, or ingestion of spores, viruses, bacteria, etc.

If a suspicious package is identified within the service area and local health and enforcement authorities suspect the presence of anthrax or other biohazardous agents, solid waste managers should:

- Suspend solid waste and recycling collection from the buildings under investigation until authorities make a final determination.
- Take necessary precautions depending on that determination.

If suspicious materials are observed at the MNTS contact the following:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.
- MNTS Working Foreman - See Attachment B for telephone numbers.
- Operations Manager - See Attachment B for telephone numbers.

ASBESTOS INHALATION HAZARD

Asbestos fibers can cause symptoms in workers, contractors, drivers, etc. through inhalation.

If an asbestos exposure is suspected, contact the following:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.
- MNTS Working Foreman - See Attachment B for telephone numbers.
- Operations Manager - See Attachment B for telephone numbers.
- Management staff may be required to contact an outside contractor specializing in asbestos removal.

3.6 Mass Movement of Land and Waste

3.6.1 Earthquakes

DURING AN EARTHQUAKE

- Duck, cover, and hold. If you are inside, crawl under a heavy piece of furniture and hold on or get under a doorframe.

- If you are outside, stay in an open area.
- If you are in your car or equipment, stop driving.

AFTER AN EARTHQUAKE

- Check for injuries.
- Get out of the building if it appears to be structurally unsound.
- Do not re-enter the building.
- If the building is evacuated, go to the Emergency Assembly Point and account for transfer station personnel, contractors, guests, etc.
- Listen to the MNTS weather radio for further instructions.
- Be aware of broken glass and other sharp objects on the floor.
- Be aware of material above your head that might fall.
- Check water, gas, and electric lines for damage (natural gas odor).
- Do not use matches, or smoke.
- Avoid the telephone.
- Do not go sightseeing.
- Expect aftershocks.
- Have the scale checked and re-certified by a qualified technician.

In case of earthquake, the following individuals must be contacted:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.

CHECK SOLVENT STORAGE SYSTEMS

- Extinguish all smoking and small flames. For any type of fire, notify Fire Department – see Attachment B for telephone numbers.
- If a spill/leak exists, attempt to stop the leak/spill or absorb solvents with inert materials.
- Report applicable spills or leaks to the Director of Operations or Director of Recycling & Diversion.

3.6.2 Slope Failure

- Because of the instability of some stockpiles, the stockpile face should never be allowed to get higher than 15-20 feet.
- Use caution when excavating the “toe” of the stockpile. Removing too much material may destabilize the upper portion of stockpile causing it to “slide” or fall down.

In case of any stockpile slide, the following individuals/companies must be contacted:

- Director of Operations or Director of Recycling & Diversion - See Attachment B for telephone numbers.

- The Iowa Department of Natural Resources should be contacted by management if waste leaves the property boundary.

3.6.3 Waste Shifts

See Section 3.6.2 above.

3.7 Emergency & Release Notifications and Reporting

Emergency reporting and notifications will be provided as needed by state, federal, and local authorities.

3.7.1 Federal Agencies

See Attachment B for emergency phone numbers.

3.7.2 State Agencies

See Attachment B for emergency phone numbers.

3.7.3 County and City Agencies

See Attachment B for emergency phone numbers.

3.7.4 News Media

See Attachment B for phone numbers.

3.7.5 Facilities with Special Populations within 5 Miles

See Attachment E for a list of facilities with telephone numbers.

3.7.6 Emergency Response Agencies and Contact Information

See Attachment B for Emergency Phone Numbers.

3.7.7 Reporting Requirements and Forms

Emergency reporting requirements and forms will be provided as needed by state, federal, and local authorities.

3.8 Emergency Waste Management Procedures

3.8.1 Communications

Emergency protocol for communications is explained further in the MNTS Action Plan.

3.8.2 Temporary Discontinuation of Service

If telephone service is discontinued, cellular or digital telephones can be used.

The MNTS Working Foreman can dispatch messengers to deliver emergency messages in case of a discontinuation of normal communication systems.

If the facility's receiving or transportation services must be discontinued, the MNTS Working Foreman will coordinate with the Director of Operations or Director of Recycling & Diversion to contact member municipalities, county governments, and hauling companies as soon as possible to communicate rerouting instructions.

3.8.3 Facilities Access and Rerouting

- Emergency rerouting will be facilitated by the Operations Manager coordinating with MNTS Working Foreman.
- If access to the facility is blocked, telephone, radio, and person to person contact at the transfer station will be used to communicate new directions and re-routing.

3.8.4 Waste Acceptance

- The MNTS will re-route solid waste to the MPE Landfill or the MPW Landfill.
- After the emergency, normal disposal or transportation systems should resume as soon as possible.
- If wastes must be diverted for more than one day, contact the Director of Operations or Director of Recycling & Diversion; see Attachment B for telephone numbers.

3.8.5 Wastes in Process

- During an emergency, safety to human life is a priority.
- Wastes being tipped, processed, or handled must be left in place until the threat to human life is greatly reduced.
- If an emergency does not threaten human life, the Operations Manager will coordinate with the MNTS Working Foreman to decide how best to manage wastes in process depending on the emergency circumstances.
- When the threat to human life is greatly reduced, the waste should be processed according to the facility's permit.

3.9 Primary Emergency Equipment Inventory

3.9.1 Major Equipment

The emergency supplies listed below should be readily available.

- Flashlight with extra batteries or electric lantern with batteries.
- Portable, battery operated radio(s) and/or weather radio.
- Manual pull stations – alarm system.
- Extra batteries.
- Hose, standpipe, and sprinkler systems.
- Emergency lighting system.
- Spill prevention kits.

- Emergency eye washes/showers.
- First-aid kit and manual.
- Wrench/tool for emergency natural gas valve shut-off.
- Fire extinguishers.

3.9.2 Fire Hydrants and Water Sources

Hose, standpipe, and sprinkler system is available at the MNTS.

3.9.3 Off-Site Equipment Resources

Additional machinery can be borrowed from other Metro Waste Authority facilities until replacements can be acquired.

3.10 Emergency Aid

Life threatening emergency protocol is explained in the MNTS Action Plan.

A commercial first-aid kit will be maintained at MNTS office. Individuals trained in first aid can administer minor first-aid treatment when required. Serious injuries will be handled through local 911 Emergency Service (See Attachment B).

See Attachment B for Emergency Contacts.

- The Operations Manager should be notified of any injury, see Attachment B for telephone numbers.

3.10.1 Responder Contacts

- Call 911.
- The Fire Department and/or the Hazardous Material Division will be first responders in case of a spill or release involving hazardous materials.
- Instructions for making 911 calls will be located in the MNTS Action Plan and next to telephones.
- Director of Operations or Director of Recycling & Diversion – See Attachment B for telephone numbers.

3.10.2 Medical Services

- Call 911.
- Call 911 before transporting sick or injured individuals in a personal vehicle or non-emergency vehicle.
- Directions to the Hospital are located in Attachment C.
- Instructions for making 911 calls will be located in the MNTS Action Plan and near telephones.

- Director of Operations or Director of Recycling & Diversion – See Attachment B for telephone numbers.

3.10.3 Contracts and Agreements

- The facility does not have any contracts or agreements for emergency aid.
- 911 service is provided to county businesses and businesses of incorporated cities.

3.11 ERRAP Training Requirements

During the first year, after the plans are approved by the Department, existing and new employees will review the contents of the approved ERRAP with the Training Provider (See 3.11.1).

3.11.1 Training Providers

The Safety/Compliance Coordinator will serve as the training provider, will review the Plan with existing and new employees, and will provide any additional training required fulfilling the roles outlined in the Plan.

3.11.2 Employee Orientation

New employees are required to review the Plan and become familiar with the contents of the Plan. Emergency Phone Numbers (Attachment B) will be provided to each employee.

3.11.3 Annual Training Updates

The Safety/Compliance Coordinator will provide an annual review of the Plan with new and existing employees one time per year. New information will be reviewed at that time.

3.11.4 Training Completion and Record Keeping

Records of annual employee plan training will be kept on file at the Metro Park East Landfill administrative office.

ATTACHMENT A

SITE PLAN MAPS

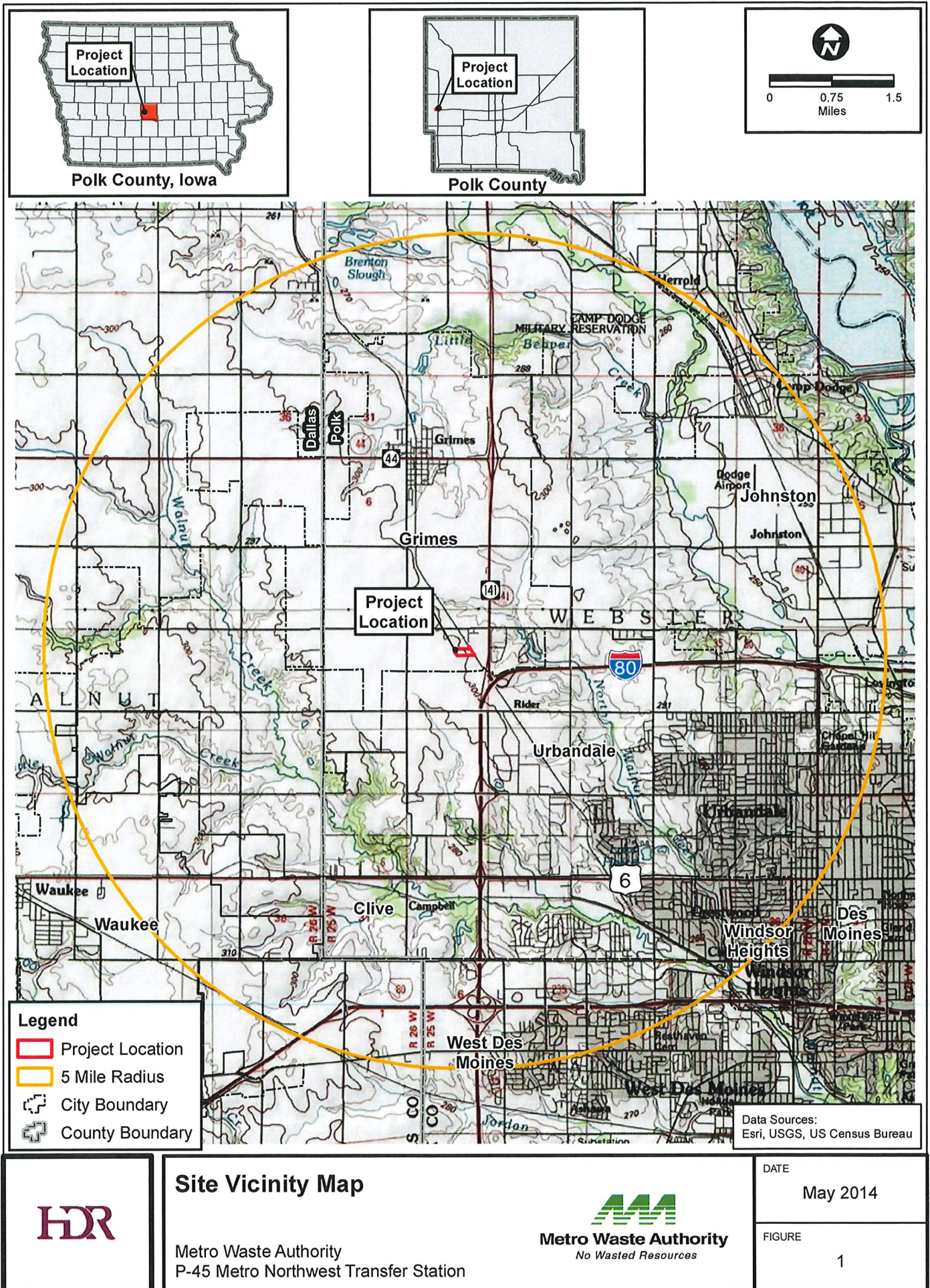
EMERGENCY EVACUATION ROUTES

FIRE ESCAPE ROUTES

TORNADO SHELTER

EMERGENCY ASSEMBLY POINT

Z:\Projects\Metro_Waste_Authority\215094_Grimes_Transfer_Station\Map_Docs\Draft\Site_Vicinity.mxd/march14/jcm



ATTACHMENT B
EMERGENCY PHONE NUMBERS

TELEPHONE LOCATIONS
FIRE
MEDICAL
LANDFILL MANAGEMENT NOTIFICATION
COUNTY/CITY EMERGENCY MANAGERS
MEDIA
STATE OF IOWA
EPA
UTILITIES
ENGINEER OF RECORD

EMERGENCY CONTACT LIST

TELEPHONE LOCATIONS:

Location of Nearest TelephonesMetro Northwest Transfer Station Office

LAW ENFORCEMENT:

Polk County Sheriff's Office 911 emergency
Dispatch (non emergency) (515) 286-3333

Iowa Highway Patrol (515) 725-6090

FIRE:

Johnston-Grimes Metropolitan Fire Department 911 emergency
Jim Clark, Fire Chief (515) 276-5182 fire station

MEDICAL / DOCTOR:

Ambulance 911 telephone

Hospitals: Methodist West Hospital (515) 343-1000
Mercy Med Center-West Lakes..... (515) 358-8280
Mercy Emergency Department (515) 247-3121
Iowa Methodist Medical Center..... (515) 241-6213

Life Flight (515) 243-4357

Poison Control (800) 222-1222

Directions to Nearest Hospital

Methodist West Hospital See Attachment C
Estimated Drive Time..... 10 minutes (5.7 miles)

TRANSFER STATION MANAGEMENT - PERSONNEL PHONE LIST:

Director of Recycling & Diversion
Judi Mendenhall (515) 333-4430 office

Director of Operations
OPEN..... (515) 333-#### office

(continued on next page)

EMERGENCY CONTACT LIST (CONTINUED)

Working Foreman

Craig Williams (515) 971-1768 mobile

Executive Director

Michael McCoy (515) 323-6535 work

Public Affairs Manager

Leslie Irlbeck (515) 323-6501 work

COUNTY/CITY EMERGENCY MANAGERS:

LOCAL:

Polk County Air Quality (515) 286-3705

Polk County Emergency Management Agency

A.J. Mumm (515) 286-2107

Polk County Health Department (515) 286-3798

STATE:

Iowa Landfill Permit.. (515) 281-8394

Iowa Occupational Safety and Health (515) 281-5387

Iowa Water Quality Bureau (515) 725-0282

IDNR Field Office 5 in Des Moines, Iowa (515) 725-0268

Iowa Emergency Management Division (515) 725-3231

IDNR Spill Response (515) 281-8694 (24 hours)

(continued on next page)

EMERGENCY CONTACT LIST (CONTINUED)

FEDERAL:

EPA Region 7 (800) 223-0425
..... (913) 281-0991 (24 hours)

MEDIA:

Television

KCCI - Des Moines (515) 247-8888
WOI - Des Moines (515) 457-1026
WHO - Des Moines (515) 282-1313

Radio

WHO-AM 1040 (515) 245-8900

UTILITIES:

Telephone: CenturyLink (800) 350-1044
..... (800) 954-1211 (24 hours)
Water: Grimes Water Supply (People Serv)..... (515) 986-3176
Emergency After Hours..... (888) 861-1921
Electricity: MidAmerican Energy (800) 799-4443 (24 hours)
Natural Gas: Black Hills Energy..... (800) 694-8989 (24 hours)

ENGINEER OF RECORD:

HDR Engineering, Inc..... (402) 399-1000

ATTACHMENT C
DIRECTIONS TO HOSPITAL

METHODIST WEST HOSPITAL

1660 60TH STREET

WEST DES MOINES, IOWA 50266

(515) 343-1000

- 1. DEPART METRO NORTHWEST TRANSFER STATION WEST ONTO SE BEISSER DRIVE**
- 2. TURN RIGHT (NORTH) ON SE BEISSER DR TOWARDS SE 37TH STREET**
- 3. TURN RIGHT (EAST) ONTO SE 37TH STREET**
- 4. TURN RIGHT (SOUTH) ONTO IA-141E/SE GRIMES BLVD**
- 5. AT I-35, TAKE RAMP RIGHT (SOUTH) ONTO I-35 SOUTH/I-80 WEST.**
- 6. TAKE EXIT 124 FOR UNIVERSITY AVENUE.**
- 7. TURN RIGHT (WEST) ONTO UNIVERSITY AVENUE.**
- 8. TURN LEFT (SOUTH) ONTO 60TH STREET.**
- 9. ARRIVE AT METHODIST WEST HOSPITAL, 1660 60TH STREET (ON RIGHT)*.**

***NOTE: MERCY MEDICAL CENTER-WEST LAKES LOCATED AT 1601 60TH STREET (ON LEFT).**

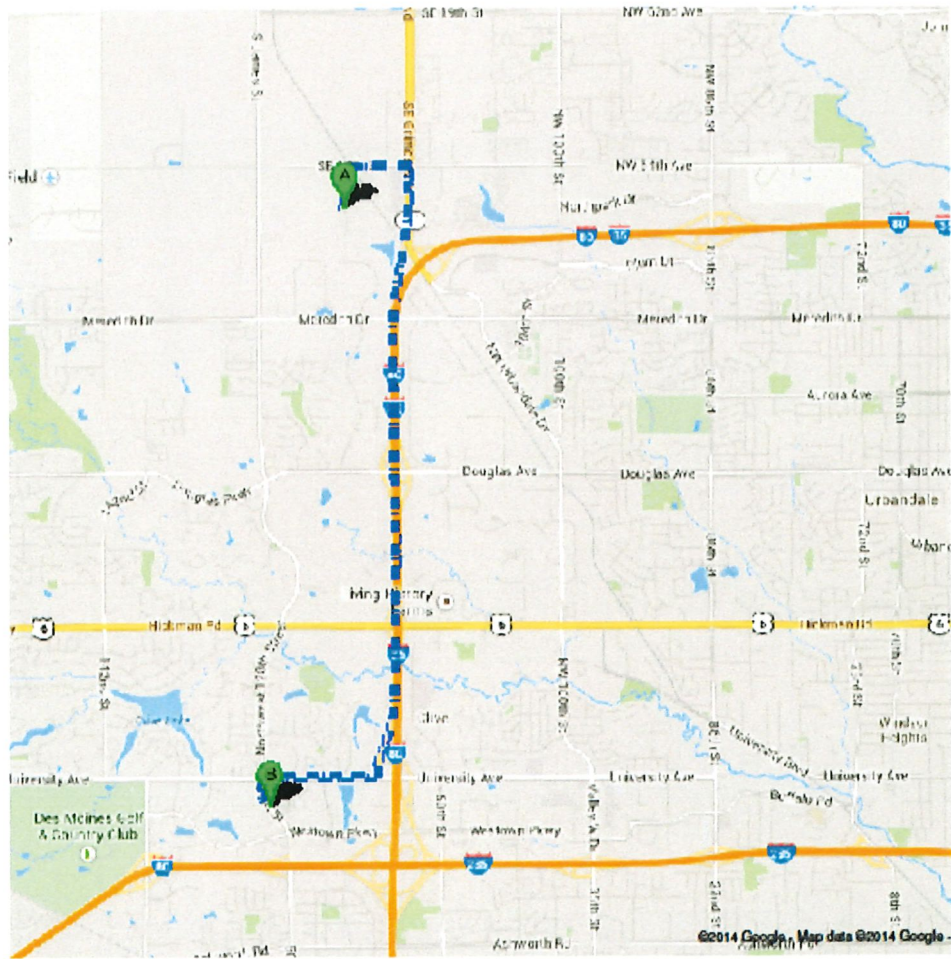


Directions to 1660 60th St, West Des Moines, IA

50266

5.7 mi – about 8 mins

Route from proposed Metro Northwest Transfer Station to Methodist West Hospital



ATTACHMENT D

IDNR GUIDELINES FOR REPORTING HAZARDOUS CONDITIONS INCLUDING CHAPTER 131 IOWA ADMINISTRATIVE CODE “NOTIFICATION OF HAZARDOUS CONDITIONS”

Compliance & Enforcement Bureau Iowa Department of Natural Resources

24 – Hour Emergency Response Phone Number: 515/281-8694

You should report a spill now if:

- The hazardous substance has the potential to leave the property by flowing over the surface or through sewers, tile lines, culverts, drains, utility lines, or some other conduit.
- The hazardous substance has the potential to reach any surface water or groundwater.
- The hazardous substance can be detected in the air at the boundaries of the facility property by the senses (sight and smell) or by monitoring equipment.
- There is a potential threat to the public health and safety.
- Local officials respond to the incident.
- The release exceeds a Federal Reportable Quantity (RQ).

It is recommended that all spills be cleaned up although a particular spill may not be reportable. A series of small spills over the years can result in one big cleanup! Department rules stress the immediate or potential danger that a spill may cause. In general, Iowa reporting requirements are more stringent than Federal reporting requirements. However, the time limit for reporting at the Federal level is more immediate.

If you need to report a spill, or have any questions about the need to report, call (515) 281-8694 or contact our [Emergency Response Unit](#).

Broughton, Adam

Provides 24-hour technical assistance and regulatory oversight regarding spills and hazardous conditions. Liaison to local, state, and federal emergency planning groups.
Telephone: 515/725-0386, e-mail: adam.broughton@dnr.iowa.gov

Lee, Kathleen

Provides 24-hour technical assistance and regulatory oversight regarding spills and hazardous conditions. Liaison to local, state, and federal emergency planning groups.
Telephone: 515/725-0384, e-mail: kathy.lee@dnr.iowa.gov

Tucker, Rodney

Provides 24-hour technical assistance and regulatory oversight regarding spills and hazardous conditions. Liaison to local, state, and federal emergency planning groups.
Telephone: 515/725-0387, e-mail: rodney.tucker@dnr.iowa.gov

IAC 7/2/08 Environmental Protection[567] Ch 131, p.1

CHAPTER 131

NOTIFICATION OF HAZARDOUS CONDITIONS

[Prior to 7/1/83, DEQ Ch 41]

[Prior to 12/3/86, Water, Air and Waste Management[900]]

567—131.1(455B) Definitions. For purposes of this chapter:

"Corrosive" means causing or producing visible destruction or irreversible alterations in human skin tissue at the site of contact, or in the case of leakage of a hazardous substance from its packaging, causing or producing a severe destruction or erosion of other materials through chemical processes.

"Department" means the department of natural resources.

"Hazardous condition" means any situation involving the actual, imminent or probable spillage, leakage, or release of a hazardous substance onto the land, into a water of the state or into the atmosphere which, because of the quantity, strength and toxicity of the hazardous substance, its mobility in the environment and its persistence, creates an immediate or potential danger to the public health or safety or to the environment.

"Hazardous substance" means any substance or mixture of substances that presents a danger to the public health or safety and includes, but is not limited to, a substance that is toxic, corrosive, or flammable, or that is an irritant or that, in confinement, generates pressure through decomposition, heat, or other means. The following are examples of substances which, in sufficient quantity, may be hazardous: acids; alkalis; explosives; fertilizers; heavy metals such as chromium, arsenic, mercury, lead and cadmium; industrial chemicals; paint thinners; paints; pesticides; petroleum products; poisons; radioactive materials; sludges; and organic solvents. "Hazardous substances" may include any hazardous waste identified or listed by the administrator of the United States Environmental Protection Agency under the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, or any toxic pollutant listed under Section 307 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous substance designated under Section 311 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous material designated by the secretary of transportation under the Hazardous Materials Transportation Act (49 CFR §172.101).

"Irritant" means a substance causing or producing dangerous or intensely irritating fumes upon contact with fire or when exposed to air.

"Toxic" means causing or producing a dangerous physiological, anatomic or biochemical change in a biological system.

567—131.2(455B) Report of hazardous conditions. Any person manufacturing, storing, handling, transporting, or disposing of a hazardous substance shall notify the department at (515)281-8694 and the local police department or the office of the sheriff of the affected county of the occurrence of a hazardous condition as soon as possible but not later than six hours after the onset of the hazardous condition or discovery of the hazardous condition. A sheriff or police chief who has been notified of a hazardous condition shall immediately notify the department. Reports made pursuant to this rule shall be confirmed in writing as provided in 131.2(2).

131.2(1) Verbal report. The verbal report of such a hazardous condition should provide information on as many items listed in 131.2(2) as available data will allow.

131.2(2) Written report. The written report of such a hazardous condition shall be submitted to the department within 30 days and contain the following information:

- a. The exact location of the hazardous condition.
- b. The time and date of onset or discovery of the hazardous condition.

- c. The name of the material, the manufacturer's name and the volume of each material involved in the hazardous condition in addition to contaminants within the material if they by themselves could cause a hazardous condition.
- d. The medium (land, water or air) in which the hazardous condition occurred or exists.
- e. The name, address and telephone number of the party responsible for the hazardous condition.
- f. The time and date of the verbal report to the department of the hazardous condition.
- g. The weather conditions at the time of the hazardous condition onset or discovery.
- h. The name, mailing address and telephone number of the person reporting the hazardous condition.
- i. The name and telephone number of the person closest to the scene of the hazardous condition who can be contacted for further information and action.
- j. Any other information, such as the circumstances leading to the hazardous condition, visible effects and containment measures taken that may assist in proper evaluation by the department.

131.2(3) *Reporting of subsequent findings.* All subsequent finding and laboratory results should be reported and submitted in writing to the department as soon as they become available. These rules are intended to implement Iowa Code section 455B.115.

[Filed 2/3/78, Notice 10/5/77—published 2/22/78, effective 3/29/78]

[Filed emergency 10/31/80—published 11/26/80, effective 10/31/80]

[Filed emergency 6/3/83—published 6/22/83, effective 7/1/83]

[Filed emergency 11/14/86—published 12/3/86, effective 12/3/86]

[Filed 12/30/93, Notice 10/13/93—published 1/19/94, effective 2/23/94]

MWA Specific Notes:

You should report a spill immediately if:

- A film, sheen upon, or discoloration of the surface of the water or adjoining shorelines can be seen or the hazardous substance has the potential to reach surface water or groundwater.
- There is a threat of environmental damage (e.g. failure of vegetation to grow or wildlife kill off during or after the spill).
- The release exceeds a Federal Reportable Quantity (RQ) 40cfr302.4. Some potential examples of RQs at the MPE Landfill, MPW Landfill, MTS, and RCC include:
 - PCBs 1 lb;
 - Mercury 1 lb; and
 - 2, 4-D herbicides 100 lbs.

Note: petroleum products do not have an RQ, but the other factors described above apply when determining the necessity of reporting.

An outside contractor should be used if an RQ spill occurs, and proper documentation recorded. For petroleum product spills, follow the SPCC plan.

ATTACHMENT E

**LIST OF AT-RISK POPULATIONS
WITHIN FIVE MILE RADIUS**

AT-RISK POPULATIONS

SCHOOLS:

NAME	Address	City	State	ZIP_Code	Phone
Eason Elementary	605 SE Boone Dr	Waukee	IA	50263	5159875200
Dallas Center-Grimes Middle School	1400 Vine St	Dallas Center	IA	50063	5159924343
Crossroads Park Grade School	1050 50th St	West Des Moines	IA	50266	5156335600
Shepherd's Flock Preschool	3900 Ashworth Rd	West Des Moines	IA	50265	5152251952
Valley High School	3650 Woodland Ave	West Des Moines	IA	50266	5156334000
Dowling High School	1400 Buffalo Rd	West Des Moines	IA	50265	5152253000
Indian Hills Junior High School	9401 Indian Hills Dr	Clive	IA	50325	5156334700
Crestview Elementary School	8355 Franklin Ave	Clive	IA	50325	5156335700
Clive Elementary School	1600 73rd St	Windsor Heights	IA	50324	5156335800
Valerius Elementary	3305 92nd St	Urbandale	IA	50322	5154576500
Karen Acres Elementary School	350074th St	Urbandale	IA	50322	5154575700
Rolling Green Elementary School	8100 Airline Ave	Urbandale	IA	50322	5154575900
Urbandale Middle School	7701 Aurora Ave	Urbandale	IA	50322	5154576600
Cowles Elementary School	6401 College Ave	Des Moines	IA	50311	5152427818
St Pius X School	3601 66th St	Urbandale	IA	50322	5152761061
Scavo High School - former Moore Elementary School	3725 52nd St	Urbandale	IA	50311	5152427589
Olmsted Elementary School	7110 Prairie Ave	Urbandale	IA	50322	5154575800
Urbandale High School	7110 Prairie Ave	Urbandale	IA	50322	5154576800
Jensen Elementary School	6301 Aurora Ave	Urbandale	IA	50322	5154575100
Metro West Learning Academy	4420 NW Urbandale DR	Urbandale	IA	50322	5157276301
Horizon Elementary School	5905 NW 100th St	Johnston	IA	50131	5159861121
Beaver Creek Elem School	8701 Lyndhurst Dr	Johnston	IA	50131	5152786228
Henry A Wallace Elementary School	6510 NW 62nd Ave	Johnston	IA	50131	5152786977
Johnston Senior High School	6501 NW 62nd Ave	Johnston	IA	50131	5152780449
Johnston Middle School	6207 NW 62nd Ave	Johnston	IA	50131	5152780476
Lawson Elementary School	5450 NW 62nd Ave	Johnston	IA	50131	5152780478
Dallas Center-Grimes Community High School	2555 W 1st St	Grimes	IA	50111	5159869747
Shuler Elementary School	16400 Douglas Pkwy	Clive	IA	50263	5159878597
Des Moines Christian School	13007 Douglas Pkwy #400	Urbandale	IA	50323	5152522480
Webster Elementary School	12955 Aurora Ave	Urbandale	IA	50323	5153318600
Summit Middle School	9500 Windsor Pkw	Johnston	IA	50131	5159860318
Upper Iowa University	5000 Westown Pkwy #200	West Des Moines	IA	50266	5152251800
South Prairie Elementary School	500 S James St	Grimes	IA	50111	5159864057
North Ridge Elementary School	400 NW 27th St	Grimes	IA	50111	5159865674
Saint Francis of Assisi School	7075 Ashworth Rd	West Des Moines	IA	50266	5154577167

HOSPITALS:

NAME	Address	City	State	ZIP_Code	Phone
Methodist West Hospital	1660 60th St	West Des Moines	IA	50266	5153431000
Lakeview Medical Park	6000 University Ave	West Des Moines	IA	50266	5152412100
Orthopedic Outpatient Surgery Center	1600 60th St	West Des Moines	IA	50266	5152245232
Mercy Medical Center	1755 59th Pl	West Des Moines	IA	50266	5153588000
DaVita Dialysis	Suite 185, 6800 Lake Dr	West Des Moines	IA	50266	8665446741
Lab Corporation	11208 Aurora Ave	Urbandale	IA	50322	5152784411
Concentra Medical Center	11144 Aurora Ave	Urbandale	IA	50322	5152786868
Mercy West Pediatric Clinic	1601 NW 114th St #345	Clive	IA	50325	5152227337
Quest Diagnostics	11319 Aurora Ave	Des Moines	IA	50322	5152768402
Iowa Health System	8101 Birchwood Ct	Johnston	IA	50131	5157277997

CHILD CARE:

Name	Address	City	State	ZIP_Code	Phone
First Steps Child Care Center	441 SE Gateway Dr	Grimes	IA	50111	5159860920
Koalaty Time	2500 128th St	Urbandale	IA	50323	5152785220
Traditions Children's Center	5783 Vista Dr	West Des Moines	IA	50266	5152236161
Traditions Children's Center IV	2555 NW 156th St	Clive	IA	50325	5159877467
Kid's Company	1306 NW 138th St	Clive	IA	50325	5152230204
ChildServe Childcare Center	5609 Greendale Rd	Johnston	IA	50131	5152782499
Apple Tree Children's Center	5623 NW 86TH #100	Johnston	IA	50131	5152769247
The Learning Center	300 West 1st St	Grimes	IA	50111	5159865101
Chidserve	5600 Keystone Dr	Grimes	IA	50111	5159860372
Breanna's Playhouse	5901 NW 95th Ct	Johnston	IA	50131	5159869948
Tender Heart Child Care	10000 Meredith Dr	Urbandale	IA	50322	5153093390
Westlakes KinderCare	6670 University Ave	West Des Moines	IA	50266	5152210718
Generation Next Child Development	4420 114th St	Urbandale	IA	50322	5152517930
Point of Grace Children's Academy	305 NE Dartmoor Dr	Waukee	IA	50263	5159872352
Little Wonders	145 NE Dartmoor Dr	Waukee	IA	50263	5159870443
WestSide Kids	255 NE Dartmoor Dr	Waukee	IA	50263	5159780322
Full Circle Child Development Center	9375 Bishop Dr	West Des Moines	IA	50266	5159879642
Country Club KinderCare	7210 Vista Dr	West Des Moines	IA	50266	5152229685
Apple Tree Children's Center	5859 Ashworth Rd	West Des Moines	IA	50266	5152269791
The Children's Place at Farm Bureau	5400 University Ave	West Des Moines	IA	50266	5152266017
Walnut Hills Preschool	12321 Hickman Rd	Urbandale	IA	50323	5152709126
Des Moines Christian School	13007 Douglas Pkwy #400	Urbandale	IA	50323	5152522480
Traditions Children's Center III	3802 92nd Dr	Urbandale	IA	50322	5153312121
Apple Tree Children's Center	3054 86th St	Urbandale	IA	50322	5152701426
Montessori Children's House	1505 42nd St	West Des Moines	IA	50266	5152251073
Shepherd's Flock Preschool	3900 Ashworth Rd	West Des Moines	IA	50265	5152251952
Dragon Tots In-Home Daycare	2316 Woodland Ave	West Des Moines	IA	50266	5152245805
Michelle Joanne Cook Day Care	1440 18th St	West Des Moines	IA	50265	5152671289
Sayre Montessori School	1700 28th St	West Des Moines	IA	50266	5152257378
West Des Moines Child Care	1721 25th St #200	West Des Moines	IA	50266	5152256115
Klassic Kids	1237 73rd St	Windsor Heights	IA	50324	5152744464
Traditions Children's Center	1445 NW 81st St	Clive	IA	50325	5152239292
Traditions Children's Center	8250 Harbach Blvd	Clive	IA	50325	5152238989
Olivet Christian Preschool	2743 82nd Pl	Urbandale	IA	50322	5152778454
Tynie Tots Daycare	4029 80th St	Des Moines	IA	50322	5153312198
Tiny Treasures Lutheran Preschool	8301 Aurora Ave	Urbandale	IA	50322	5152761700
Gloria Dei Lutheran Church	8301 Aurora Ave	Urbandale	IA	50322	5152761700
Loving Arms Children Center	6270 Merle Hay Rd	Johnston	IA	50131	5152700150
Generation Next Child Dev Center & Preschool	6109 Merle Hay Rd	Johnston	IA	50131	5152526109
Tender Years Day Care Center	5800 Merle Hay Rd	Johnston	IA	50131	5152518999
America's Children of Oakmoor	4731 Merle Hay Rd	Des Moines	IA	50322	5152702220
Montessori Children's Center	8509 Alice Ave	Clive	IA	50325	5152784262

ASSISTED LIVING:

Name	Address	City	State	ZIP_Code	Phone
Deerfield	13731 Hickman Rd	Urbandale	IA	50323	5153319676
Village At Legacy Pointe	1650 Southeast Holiday Crest Cir	Waukee	IA	50263	5159874100
Independent Plus	755 SE Frontier Ave	Waukee	IA	50263	5152056462
Woodlands Creek Senior Living	12605 Woodlands Pkwy	Clive	IA	50325	5152239755
Wesley Retirement Services	5508 NW 88th #120	Johnston	IA	50131	5152716789
Bishop Drumm Retirement Center	5837 Winwood Dr	Johnston	IA	50131	5152701100
Martina Place Assisted Living	5815 Winwood Dr	Johnston	IA	50131	5152517999
Senior Suites of Urbandale	4700 84th St	Urbandale	IA	50322	5152709700
Urbanale Healthcare Center	4614 84th St	Urbandale	IA	50322	5152706838
Bickford Senior Living	5915 Sutton Pl	Urbandale	IA	50322	5153313000
Glen Oaks Alzheimer's Special Care Center	8525 Urbandale Ave	Urbandale	IA	50322	5156127536



November 29, 2021

MICHAEL MCCOY
EXECUTIVE DIRECTOR
METRO WASTE AUTHORITY
300 EAST LOCUST STREET
SUITE 100
DES MOINES IA 50309-1864

**RE: Metro Northwest Transfer Station
Renewal – Permit #77-SDP-69-14P**

Dear Mr. McCoy:

Enclosed is the renewed transfer station permit for the above-referenced facility. The permit is authorized from January 22, 2022 to January 22, 2025. The permit certificate must be posted at the facility and the permit provisions and approved engineering plans and specifications kept on file at the facility.

Please note that the permit contains special provisions that may require a response or action by you, which if not properly complied with, may prompt enforcement action by the DNR. Please review the permit and the requirements of 567 IAC 106 with your operator(s), as he/she must be familiar with them.

Thank you for your efforts to comply with Iowa's environmental regulations. Should you have any questions, please contact me at (515) 201-8272 or Chad.Stobbe@dnr.iowa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad A. Stobbe", is written over a light blue horizontal line.

Digitally signed by
Chad.A Stobbe
Date: 2021.11.29
08:10:22 -06'00'

Chad A. Stobbe
Environmental Specialist Senior
Land Quality Bureau

Enclosures (3)

cc: Iowa DNR Field Office #5, Des Moines



IOWA DEPARTMENT
OF NATURAL RESOURCES

SOLID WASTE
TRANSFER STATION PERMIT



- I. Permit Number: 77-SDP-69-14P-XFR
- II. Permitted Agency: Metro Waste Authority
- III. Project Location: Metro Northwest Transfer Station
4105 SE Beisser Drive
Grimes, IA 50111
Parcel ID#: [00305-428-006](#)
Phone: (515) 244-0021
- IV. Responsible Official
Name: Michael McCoy, Executive Director
Address: Metro Waste Authority
300 East Locust Street, Suite 100
Des Moines, IA 50309-1864
Phone: (515) 323-6535
Fax: (515) 244-9477
Email: mmc@mwatoday.com
- V. Licensed Engineer
Name: Garrett Williams, P.E.
Address: HDR Engineering, Inc.
1917 South 67th Street
Omaha, NE 68106
Phone: (402) 399-1210
Fax: (402) 399-4918
Email: garrett.williams@hdrinc.com
Iowa License #: P24856
- VI. Date Permit Issued: January 22, 2022
- VII. Permit Expiration Date: January 22, 2025
- VIII. Issued by: 
Chad A. Stobbe
Department of Natural Resources
- Digitally signed by Chad.A Stobbe
Date: 2021.11.29 08:11:15 -06'00'

IX. General Provisions

The above-named permitted agency is hereby authorized to operate a solid waste transfer station (XFR) at the described location in conformance with Iowa Code section 455B, the rules pursuant thereto existing at the time of issuance, and any subsequent new rules which may be duly adopted, and any provisions contained in Section X of this permit.

The project shall be constructed and operated according to the engineering plans and specifications, the site operation plan approved by the Department of Natural Resources (DNR), and these shall become a part of this permit. Updated plans shall be submitted at the time of each permit renewal application and included with any request for permit modification or significant change in facility operation.

No legal or financial responsibility arising from the construction or operation of the approved project shall attach to the State of Iowa or the DNR due to the issuance of this permit. If title to this project is transferred, the new owner must apply to the DNR for a transfer of this permit within thirty (30) days of the date of title transfer. This permit is void sixty (60) days after the date of title transfer unless the DNR has transferred the permit.

The permit holder is required to maintain records for the service area of tonnages accepted at this facility in accordance with 567 Iowa Administrative Code (IAC) 106.13(455B,455D) and 567 IAC 106.14(455B,455D). Records shall be developed and maintained in such a way that tonnages from each county/state may be tracked in order to provide the local solid waste agency and the DNR with accurate statistics from which generation and diversion rates will be derived. The reports are due on a quarterly basis and shall be submitted to the DNR using Form #542-8025. The reports will be due January 1st, April 1st, July 1st and October 1st for the quarters ending September 30th, December 31st, March 31st and June 30th, respectively. The permit holder shall mail the completed form to the Iowa Department of Natural Resources; Land Quality Bureau; Wallace State Office Building; 502 East Ninth Street; Des Moines; Iowa 50319-0034. This reporting procedure supersedes any previous conflicting permit provisions.

A site inspection and report shall be completed annually by an Iowa-licensed professional engineer in accordance with 567 IAC 106.14(2). The inspection shall, at a minimum, cover the design standards pursuant to 567 IAC 106.10(455B) and shall reflect the facility's compliance with respect to the DNR-approved design and construction. The annual report shall be submitted to the Iowa Department of Natural Resources; Land Quality Bureau; Wallace State Office Building; 502 East Ninth Street; Des Moines; Iowa 50319-0034 by November 1st each year.

The permit holder shall provide continuous financial assurance coverage for site closure in accordance with 567 IAC 106.18(455B). The permit holder shall submit proof of compliance, including an updated closure cost estimate and proof of coverage with each permit renewal, until released from this requirement by the DNR.

The permit holder shall use a scale certified by the Iowa Department of Agriculture and Land Stewardship (IDALS) for the purposes of weighing and reporting solid wastes accepted at the transfer station. If conditions are such that make it impractical to provide an on-site scale, then

off-site scale facilities or an alternative method to weighing may be used if approved by the DNR. The permit holder shall comply with the waste weighing, record keeping and tonnage fee reporting requirements defined in 567 IAC 101.14(445B,455D).

Solid waste accepted at this site shall not exhibit free liquids, toxic or hazardous properties. No hazardous wastes as defined by Iowa Code section 455B.411 may be accepted at this facility.

Failure to comply with Iowa Code section 455B, or any rule of order promulgated pursuant thereto, or any or all provisions of this permit may result in: 1) a civil penalty of up to \$5,000 for each day of violation, pursuant to Iowa Code section 455B.307, or 2) the suspension or revocation of this permit, pursuant to Iowa Code section 455B.305.

The issuance of this permit in no way relieves the applicant of the responsibility for complying with all other local, state, and federal statutes, ordinances, and rules or other requirements applicable to the establishment and operation of this solid waste transfer station.

X. Special Provisions

1. The permit holder is authorized to accept up to 175,000 tons of municipal solid waste annually in accordance with the approved Metro Waste Authority's updated Solid Waste Comprehensive Plan (Plan). The Plan as approved by the DNR on November 2, 2020, any approved amendments to the Plan, and the latest Plan update are hereby incorporated as permit documents.

The permitted service area is described as: All cities and the unincorporated area in Polk County; the cities of Carlisle, Hartford, and Norwalk in Warren County; the cities of Mingo and Prairie City in Jasper County; the city of Jefferson in Greene County and the cities of Adel, Dawson, Linden, Minburn, Perry, Redfield, and Waukee, and the unincorporated area in Dallas County.

Collected waste shall be disposed of at the Metro Park East Sanitary Landfill (77-SDP-01-72P) or the Metro Park West Sanitary Landfill (08-SDP-03-84P). The permit holder is not authorized to transfer solid waste to any other sanitary disposal project in Iowa without first receiving DNR approval.

2. No provision in this permit or the approved site operation plan, emergency response and remedial action plan, and closure plan, as described in the permit renewal application dated October 22, 2021 (Doc #101511), and supplemental documentation dated November 22, 2021 (Doc #101722), constitutes a waiver from 567 IAC Chapter 106 or the Code of Iowa. Any conflict between a provision of the permit or referenced documents and Iowa rules or statutes shall be resolved in favor of the duly adopted rules and statutes.

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES
PERMIT FOR
SOLID WASTE TRANSFER STATION
ISSUED UNDER THE PROVISIONS OF IAC 567 CHAPTER 106(455B)



**Metro Northwest
Transfer Station
4105 SE Beisser Drive
Grimes, IA 50111**



Is hereby authorized to operate a transfer station for the transfer of solid waste pursuant to Iowa Administrative Code (IAC) 567 Chapter 106(455B). This permit shall remain in effect from the date of issue until its expiration date, unless revoked or suspended for cause by the Director of this agency for noncompliance with IAC 567 Chapter 106(455B) or rules adopted pursuant thereto.

Permit No. 77-SDP-69-14P-XFR

DATE OF ISSUE: January 22, 2022
EXPIRATION DATE: January 22, 2025

A handwritten signature in blue ink, appearing to read "Chad A. Stobbe".

Digitally signed by Chad.A
Stobbe
Date: 2021.11.29 08:09:24
-06'00'

Chad A. Stobbe
Department of Natural Resources

POST IN A CONSPICUOUS PLACE

NONTRANSFERABLE

For additional information regarding this PERMIT, contact the DNR Land Quality Bureau at (515) 201-8272 or DNR Field Office 5, Des Moines, Iowa at (515) 725-0268.



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

AGENDA MEMO

Item No. X

For Meeting of May 10, 2022

AGENDA HEADING: Fire Department Annual Report

SYNOPSIS: It has been a standard practice to have the City Council certify and approve all hiring and promotional lists. The Fire Department has an opening for a Captain position. The position was posted and five Lieutenants that all met the requirements applied for the position. Interviews were conducted on April 26, 2022 and all five passed the interview panel. The list is posted in alphabetical order with the Chief having the ability to choose any of the qualified candidates off the approved list. When the selection is made the formal process of a personnel transaction will be brought to the appropriate City Council depending on which payroll that person is on.

FISCAL IMPACT: None.

PREVIOUS COUNCIL ACTION(S): None

BOARD/COMMISSION ACTION(S): None

STAFF/COMMITTEE RECOMMENDATION: The Fire Department requests approval of the attached resolution certifying the attached Fire Department's Captain's Promotional List for one year.

SAMPLE LANGUAGE:

I move to approve resolution **XXX** certifying the fire department's Captains promotional list dated April 27, 2022



JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT

6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

Certification Date: April 27, 2022

Expiration Date: April 28, 2023

Eligibility List for Captain in Alphabetical Order

Joel Decker - Prevention

Nic Hutchinson - Operations

Ryan Redmond - Operations

Nick Stewart - Operations

Ty Wheeler - Operations

Jim Clark

Fire Chief
Johnston-Grimes Metropolitan Fire Department

RESOLUTION NO. 05-0222

A RESOLUTION CERTIFYING THE FIRE DEPARTMENT CAPTAINS PROMOTIONAL LIST DATED APRIL 27, 2022

WHEREAS, the Fire Department has an open Captain position; and
WHEREAS, Staff interviews were conducted April 26, 2022; and
WHEREAS, the final list includes five applicants meeting the eligibility requirements and high standards of the Johnston-Grimes Metropolitan Fire Department; and
WHEREAS, the Johnston City Council approves all Promotional lists.

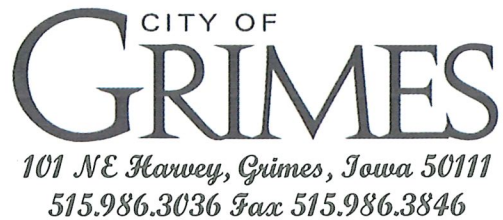
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES IOWA, that the Johnston-Grimes Metropolitan Fire Department Captain Promotional list April 27, 2022, be certified, adopted, and approved. This list will be effective April 27, 2022, and the list will expire April 28, 2023.

PASSED AND APPROVED THIS 10th DAY OF MAY, 2022

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK



AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING:

Resolution Setting a Time and Place for a Public Hearing on an Amendment to the Fiscal Year 2021-2022 Budget for the City of Grimes

SYNOPSIS:

The city is required to hold a hearing to amend the fiscal year 2021-2022 budget to provide for the expenditure of additional funds.

FISCAL IMPACT:

The proposed amendment #1 will provide for additional expenditures and transfers totaling \$1,214,673, compensated through additional enterprise revenues, donations, hotel/motel taxes, interest, GEMT revenues and reserve funds.

PREVIOUS COUNCIL ACTION(S):

Council approved the FY2021-2022 budget on March 23, 2021.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

RESOLUTION NO. 05-2022

**RESOLUTION SETTING A TIME AND PLACE FOR A PUBLIC
HEARING ON AN AMENDMENT TO THE FICAL YEAR 2021-2022
BUDGET FOR THE CITY OF GRIMES**

WHEREAS, the City of Grimes is required to hold a public hearing concerning the City's proposed budget amendment for the 2021-2022 fiscal year; and

WHEREAS, the City Council did approve the fiscal year 2021-2022 budget in March 2021; and

WHEREAS, the Finance and Administrative staff have incorporated and reviewed all additional expenditures in preparing the draft budget amendment;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa that a public hearing will be held on Tuesday, May 24, 2022, beginning at 5:30 p.m., concerning the City's proposed budget amendment for fiscal year 2021-2022, and directing the City Clerk to publish notice of said meeting.

Passed and adopted this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of GRIMES

Fiscal Year July 1, 2021 - June 30, 2022

The City of GRIMES will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/24/2022 05:30 PM

Contact: Marcia Woodke

Phone: (515) 986-3036

Meeting Location: Grimes Community Center 410 SE Main St, Grimes, IA

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

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	11,267,767	0	11,267,767
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	11,267,767	0	11,267,767
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	5,244,874	0	5,244,874
Other City Taxes	6	1,646,813	15,000	1,661,813
Licenses & Permits	7	601,050	0	601,050
Use of Money & Property	8	392,172	5,600	397,772
Intergovernmental	9	2,295,662	0	2,295,662
Charges for Service	10	9,946,641	371,500	10,318,141
Special Assessments	11	5,000	0	5,000
Miscellaneous	12	552,663	245,455	798,118
Other Financing Sources	13	36,975,500	0	36,975,500
Transfers In	14	7,756,751	349,900	8,106,651
Total Revenues & Other Sources	15	76,684,893	987,455	77,672,348
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	5,488,376	208,933	5,697,309
Public Works	17	3,417,724	9,000	3,426,724
Health and Social Services	18	8,000	0	8,000
Culture and Recreation	19	2,860,727	14,835	2,875,562
Community and Economic Development	20	3,268,157	25,000	3,293,157
General Government	21	1,924,813	447,005	2,371,818
Debt Service	22	4,878,121	41,000	4,919,121
Capital Projects	23	43,003,700	0	43,003,700
Total Government Activities Expenditures	24	64,849,618	745,773	65,595,391
Business Type/Enterprise	25	7,806,677	119,000	7,925,677
Total Gov Activities & Business Expenditures	26	72,656,295	864,773	73,521,068
Transfers Out	27	7,756,751	349,900	8,106,651
Total Expenditures/Transfers Out	28	80,413,046	1,214,673	81,627,719
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-3,728,153	-227,218	-3,955,371
Beginning Fund Balance July 1, 2021	30	45,516,069	0	45,516,069
Ending Fund Balance June 30, 2022	31	41,787,916	-227,218	41,560,698

Explanation of Changes: The city received a donation to the skate park and is utilizing the funds for a previously unbudgeted project. The City is receiving more funding for GEMT reimbursement and will realize more expense to pay the State share. The City paid for the additional warning sirens approved in the prior fiscal year, which were not included in this budget. The city realized additional expense for the communications manager hired mid year. The city plans to purchase a lot which had not been incorporated in the budget. The city realized an increase in the property/casualty insurance for this year. The city receipted additional enterprise revenue and realized some additional expense for sales tax, locating fees, deposit refunds, and 2 delayed invoices from the prior year for solid waste.

MINUTES TO APPROVE PRELIMINARY
OFFICIAL STATEMENT AND SET SALE
DATE FOR BONDS

419952-85

Grimes, Iowa

May 10, 2022

The City Council of the City of Grimes, Iowa, met on May 10, 2022, at _____ o'clock
__m., at the Grimes Community Complex, Grimes, Iowa.

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

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said resolution, and
the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

• • • •

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

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

RESOLUTION NO. 05-2222

Resolution setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2022A and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$5,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (2) acquiring and installing street lighting, signage and signalization improvements; and (3) acquiring vehicles and equipment for the municipal public works/street department, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on March 8, 2022; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) undertaking improvements and extensions to municipal recreation trails; (2) undertaking improvements and repairs to municipal facilities; and (3) acquiring and installing security systems improvements for municipal buildings, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 8, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Urban Renewal Loan Agreement” and together with the Essential Purpose Loan Agreement, and the General Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$1,200,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the Wallace Farm Park Project, an urban renewal project in the Grimes Urban Renewal Area authorized by action of the City Council March 22, 2022, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 12, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2022A (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by PFM Financial Advisors LLC. (the “Municipal Advisor”); and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to make provision for the advertisement thereof;

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

Section 1. The City staff are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Municipal Advisor and Dorsey & Whitney LLP (the “Disclosure Counsel”), as the City’s bond and disclosure counsel, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor, together with Disclosure Counsel, are hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Finance Director is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested by the Municipal Advisor or Disclosure Counsel. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be submitted, as set forth in the P.O.S., received and canvassed on behalf of the City until 10:30 a.m. on May 24, 2022, at the office of the City Clerk, at the City Hall, in the City, and the City Council shall meet on the same date at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing “Issue Price” determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the “Terms of Offering” attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 10, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF DALLAS AND POLK
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to a public hearing on a loan agreement, fixing a date for the sale of General Obligation Corporate Purpose Bonds, Series 2022A and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of 5/10/2022

AGENDA HEADING: Resolution to approve the televising and cleaning of 50,000 linear feet of sanitary sewer lines in the City of Grimes

SYNOPSIS: The City of Grimes Public Works Department sent a request for bid to clean and televise 50,000 linear feet of sanitary sewer lines. The request was sent to known contractors and was published in the Des Moines Register on April 25, 2022. This is a re-occurring annual expense that is needed to maintain the City of Grimes sanitary sewer infrastructure and to prevent sewer lines from backing up into the homes of Grimes residents.

FISCAL IMPACT:

<u>BIDS RECEIVED</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Hydro Klean, LLC	\$1.58 per linear foot	\$79,000.00
Midwest Vac Professionals	\$3.89 per linear foot	\$194,500.00
Accujet, LLC		Chose not to bid
Baker Group		Chose not to bid
<u>PROJECT BUDGET</u>		<u>SOURCE OF FUNDS</u>
Sewer Line Televising/Cleaning	\$79,000.00	FY22 Sewer Maintenance Funds
		\$79,000.00
<u>TOTAL</u>	<u>\$79,000.00</u>	<u>TOTAL</u>
		\$79,000.00

PREVIOUS COUNCIL ACTION(S):

Approved FY 22 budget which included funds for sewer line maintenance.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff Recommends the approval of the contract for cleaning and televising.

RESOLUTION TO APPROVE THE TELEVISIONING AND CLEANING OF SANITARY
SEWER LINES IN THE CITY OF GRIMES

Grimes Resolution No. 05-2522

WHEREAS, the Sewer Department has budgeted for sanitary sewer infrastructure maintenance costs;

WHEREAS, approximately fifty-thousand (50,000) linear feet of sanitary sewer lines in all quadrants of the City of Grimes are in need of televising and cleaning services; and,

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

WHEREAS, Hydro Klean, LLC was the lowest estimate at unit price of \$1.58 per linear foot and a total cost of \$79,000.00; and,

THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to allow Hydro Klean, LLC to conduct sewer line maintenance at city-owned facilities on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 10th day of May, 2022, and approved this 10th day of May, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

SPECIFICATIONS

SANITARY SEWER CLEANING AND TELEVISIONING SANITARY SEWER CLEANING AND

TELEVISIONING SERVICES

CITY OF GRIMES DEPARTMENT OF PUBLIC WORKS

I. STATEMENT OF PROJECT

- A. The intent and purpose of this Request for Bid is to establish a contract to provide SANITARY SEWER CLEANING and TELEVISIONING Services within the City of Grimes.
- B. The City will have sole discretion selecting the Contractor. All responsive information submitted in the Request for Bid will be evaluated and considered. The City reserves the right to select the Contractor whom the City believes will perform best pursuant to the terms and conditions of this Request for Bid. Cost is one of the multiple factors the City will consider in selecting the Contractor. Other factors that will be considered include but are not limited to past comparable experience, references, equipment, and any other relevant consideration the City believes will affect the Contractor's ability to perform in accordance with the terms and conditions in this Agreement.

II. SCOPE OF WORK

- A. The Contractor shall furnish all labor, equipment, supplies, and required materials to clean and televise various types of SANITARY SEWER LINES and fixtures at various areas within the City of Grimes.
- B. General Instruction: Contractor shall supply, deliver, and perform services necessary to complete all SANITARY SEWER CLEANING and TELEVISIONING services. This service may include, but is not limited to, 8-inch Vitrified Clay Pipe (VCP) lines, 8-inch Poly-vinyl Chloride (PVC) lines, 12" PVC lines, sanitary manholes inspection, customer notification and restoration.
- C. The work outlined in this Request for Bid shall be done as follows:
 - 1. The job description includes approximately 50,000 feet of cleaning and televising mostly in the NE quadrant of Grimes.

2. Visual manhole inspection and documentation for each manhole on a form provided by USW Utility Group (USW).
3. Root cutting, Tap cutting, easement work, traffic control, and removal of excessive debris should be included in the base price.
4. Chosen cleaning contractor will be required to supply and distribute notifications, with literature provided by USW, to residents a minimum of 2 days before work can commence.
5. Water for cleaning will be provided by the City of Grimes when available at hydrants assigned by USW. A hydrant meter may be provided if needed.
6. The chosen cleaning contractor will be required to coordinate with property owners to gain access needed to perform work.
7. The City of Grimes nor USW will provide any areas for dumping of debris removal. All debris from sanitary sewers must be disposed of by the chosen cleaning contractor.
8. USW will require a combination jet/vac truck and camera system capable of providing clear pan/tilt video in PACP format with written individual line reports.
9. USW will provide manhole numbers to be used when televising.
10. Any sewer backups or surges resulting in residence complaints or damage will be the responsibility of the chosen cleaning contractor.
11. Preferred project completion is June 17, 2022
12. Contractor is required to obtain all local, state, or federal licenses and permits necessary to complete this work.
13. The job site must always be left in a clean, safe, and orderly fashion, and returned as close as possible to pre-work condition.
14. Contractor is responsible to repair any damage to City owned or operated facilities and or equipment while engaged in doing this work.
15. Contractor shall follow all OSHA regulations and perform the work in a safe manner.
16. No part of any work performed under this contract may be subcontracted out to other contractors or individuals not included and covered by the Contractor's

insurance.

17. Contractor shall receive notification of scheduled work via email. This will require an email address be provided for all staff needing to have notification of scheduled work. Contractor shall have the ability to receive email by electronic device provided by the Contractor.
18. Working hours will be 7:30 am to 7:00 pm Monday through Friday unless prior authorization is given by USW.

III. **PERFORMANCE REQUIREMENTS**

- A. **Personnel.** The Contractor shall provide the City with the names, addresses, and telephone number(s) and email addresses for at least **two** designated contact personnel responsible for ensuring response to the City's request for service.
- B. **Authority/Direction.** The Contractor and their designated personnel shall respond to requests given by the City in a positive, courteous, and timely manner. The City reserves the right to reject any piece of equipment or personnel from continued or further engagement of services due to incompetence or inability of equipment to function properly for the requested services.
- C. **Property Damage.** The Contractor shall be responsible for any and all damage to private and public property (including public utilities) while performing services.
- D. **Confined Space Entry Certification.** Prior to commencing work, Contractor will be required to provide proof on training certifications for confined space entry relevant to CFR 1910.146 on all personnel assigned to perform such tasks.

IV. **CONTRACTOR'S PERSONNEL AND EQUIPMENT**

- A. The Contractor is responsible for direct supervision of the Contractor's employees.
- B. The Contractor is responsible for the means used to make a repair or installation.
- C. The Contractor is responsible for making sure that all of the Contractor's personnel have any required governmental issued identification. Accepted forms of identification shall be a valid state issued driver's license, or governmental issued identification or work permit.

- D. The Contractor is responsible for making sure that all equipment is OSHA certified and/or meets all OSHA requirements. The Contractor must provide its own materials, equipment, chemicals, transportation, miscellaneous supplies, tools, personal protective equipment, ladders, scaffolding, power equipment, vehicles, etc., as needed to safely perform the requested repair services.

V. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain through the term of the contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the Contractor's actual liability.

- A. Commercial General Liability: Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

- B. Business Automobile Liability Insurance: Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City of Grimes would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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- C. Workers Compensation and Employers Liability: As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Part 1- Workers Compensation Benefits	Statutory
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D. Employers Liability:

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

- E. Umbrella Liability: The Contractor will maintain umbrella liability insurance in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to designations and provisions that favor the City as an additional insured, with a waiver of subrogation and primary and non-contributory status.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

- F. Installation Floater: The Contractor will maintain an installation floater policy that insures property while stored off premises, while in transit and until it has been installed/incorporated into the building or structure undergoing construction, renovation or repair with a limit commiserate to the value of the property being installed.

Before providing any services, the Contractor shall furnish an insurance certificate to the City, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

Nothing in this Section is intended to constitute a waiver of any governmental immunities from liability available to the City under federal or Iowa law.

VI. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall hold harmless, indemnify and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this contract or by reasons of the Contractor's performance under the contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, expert witness fees,

investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by, entered or levied against, or assessed to the City, its officials, employees, agents, contractors and assigns. Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be on indefinite duration and shall survive the termination of the contract.

VII. PROCESS AND EVALUATION CRITERIA

- A. Process. Bidders are to submit written bids which present the bidders qualifications and understanding of the work to be performed. Bidders are requested to address each evaluation criterion in the order listed on the bid form and to be specific in presenting their qualifications. The bidder shall provide all information which they consider pertinent to its qualifications for the bid.
- B. Evaluation Criteria. Since evaluation criteria shall include, but is not limited to the following, **INFORMATION ABOUT THE FOLLOWING MUST BE INCLUDED IN THE BID PACKAGE:**
 - 1. Contractor's approach to the work to be performed.
 - 2. Qualifications and resumes of personnel who would be assigned to the City of Grimes.
 - 3. Three (3) References from clients of similar size with the contract length noted. All clients must either be currently under contract or have been under contract within the last 24 months.
 - 4. Number of years that the Contractor has provided similar SANITARY SEWER CLEANING and TELEVISIONING services.
 - 5. REMINDER: The City may consider such factors as bid price, experience and responsibility of Bidder, and similar factors in determining which bid it deems to be in the best interest of the City.

Award of the contract will be made to the lowest responsible/responsive Bidder.

VIII. FURTHER INFORMATION

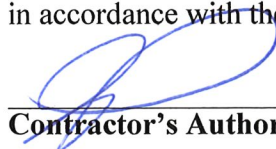
- A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 CFR., Part 382 and Part 40).
- B. Right-to-Know Statement. The Contractor certifies that, in accordance with the "Hazard Communication Rule", 29 CFR 1910.120 (the "Right-to-Know" Law) and the State of Iowa "Hazardous Chemical Risk Right-to-Know" rule, employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the Agreement. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.
- C. ADA Statement. Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.
- D. FLSA Statement. By filing a seal bid responsive to the request for bids, the Contractor states, "We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders to the United States Department of Labor issued under Section 14 thereof."
- E. Non-Discrimination Clause. The City gives notice that it does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Contractor must also agree that it does not discriminate against any employee or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability and to include a similar non- discrimination provision in all agreements associated with this procurement.
- F. Questions which may arise as a result of this Request for Bid of a technical/operational nature should be directed to Nick Deardorff at 515-822-4501.

IX. ADDITIONAL TERMS

- A. Subletting or Assignment. Neither the Contractor nor the City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
- B. Entire Agreement. This Agreement, including any attached schedules of exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written

promises created or communicated prior to execution of this agreement shall be binding. This Agreement may not be supplemented, amended, modified, or otherwise altered except by written instrument agreed to and executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Agreement.

- C. Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.


Contractor's Authorized Signature

4-29-2022
Date

Jill Loup Contracts Manager
Contract's Name

BID FORM

SANITARY SEWER CLEANING AND TELEVISIONING SANITARY SEWER CLEANING AND

TELEVISIONING SERVICES

**CITY OF GRIMES
DEPARTMENT OF PUBLIC WORKS**

We, the undersigned, hereby propose to provide SANITARY SEWER CLEANING and TELEVISIONING Services during normal working hours for the City of Grimes at a cost of

Clean and Televis: \$1.58/ft

Televis: .69/ft

Clean: .89/ft

In the event emergency repairs are required and requested beyond normal work hours the undersigned proposes to provide those services at a cost of:

Overtime Rate	\$1.78/ft	Per linear foot to clean
Sunday / Holiday Rate	\$4.74/ft	Per linear foot to clean and televise
Trip Charge for Vehicle	\$0.00	Per hour OR per trip (<i>specify per hour or per trip</i>)

DATE: 5/3/2022

AUTHORIZED SIGNATURE: _____

AUTHORIZED NAME (PRINTED): Jill Lomp - Contracts Manager

FIRM/CONTRACTOR NAME: Hydro-Klean, LLC

ADDRESS: 333 NW 49th Place Des Moines, IA 50313

CONTACT EMAIL: jlomp@hksolutionsgroup.com

CONTACT PHONE: 515-283-0500

Work Plan

Upon award of the work, HK would hold a pre-construction meeting with City personnel to clearly communicate mutual expectations of the project execution including daily, weekly, and monthly production expectations, data acquisition, handling and delivery practices and finally, communication pathways for all involved in the project. Additionally, we would work with the City to review maps and establish a weekly schedule for work that will be modified on a as-need basis with regards to production, weather or other unexpected events.

HK will dedicate specific crews and crew members for the duration of the project to the best of our ability to minimize production obstacles and streamline communication with HK personnel and City representatives.

The division Director, Brian Craig and Operation Manager, Jeff Bence will meet with crew members prior to daily activities to clearly communicate the production expectations and to identify any issues the crew identifies or anticipates so those issues can be addressed pro-actively and efficiently. Additionally, because our crews are local to Des Moines, HK will be able to maximize weekly production by eliminating weekly mobilization to and from Des Moines and immediately address issues with equipment or replace that equipment from our Des Moines location.

The cleaning crews will work in advance of the CCTV crews and relay in real-time segments of line that are ready to be televised. As stated previously, HK anticipates dedicating multiple cleaning crews and CCTV crews with the plan to be immediately televising a cleaned segment and uploading the acquired data immediately to our Pioneer™ data management system.

As stated previously, Pioneer™ is a cloud-based data management system. Each of our CCTV trucks are equipped with the system so the data is collected in the field and each line segment is uploaded immediately to the platform. HK and City personnel will have access to the platform and can review data collected, see in real time issues identified, and can direct field personnel to collect additional data as necessary.

Once collected data is uploaded to Pioneer™, the data will then be coded to NASSCO PACP and/or MACP standards by NASSCO certified personnel. HK is committed to providing fully coded videos to City personnel within 10 business days of data collection. The fully coded data will be delivered to the City in the desired software application of the City. All final project/task deliverables will be delivered to the City within 15 business days of the completion of the project.



Qualifications of Proposer

Hydro-Klean, LLC (DBA HK Solutions Group [HK]) has the personnel, equipment, and experience to meet and exceed the objectives of a project of this magnitude. With over 250 employees, in 11 states, our PIPE Group (Pipeline Inspection and Proactive Evaluation – the group that will manage this project) has 30+ employees that are based in Des Moines and will be dedicated to this project. You will see in the following documentation, HK Solutions Group has the experience, strength and stability the City of Des Moines is looking for to have a successful relationship and receive all of the information asked for in this project.

Where it All Began: HK Solutions Group History

HK Solutions Group began in Maxwell, Iowa, in 1976 with a single employee and has grown to the point that it is today through organic growth and strategic acquisitions as summarized below:

- In 2000, HK headquarters moved to Des Moines, and began to develop a long-term strategy for expanding our service offerings and geographic locations.
- In 2013 HK added CIPP Pipe Repair Services through an acquisition in Watertown, South Dakota. That same year HK opened an additional location in Sioux Falls, South Dakota
- 2015 Acquired Infra-Tech in Minneapolis, Minnesota and began offering Monoform manhole rehab services and opened an additional location in Mankato, Minnesota
- 2016 Opened an office in Kansas City, Missouri
- 2017 Opened an office in Wausau, Wisconsin
- 2019 Acquired Pipe Masters in Watertown, South Dakota which enabled us to expand pipeline rehab and industrial cleaning services.
- 2020 Acquired Vac-Con Industrial Services, which enabled us to expand our industrial cleaning services and serve more customers in the Kansas City, Missouri area. Acquired A&J Bin Cleaning in Mankato, Minnesota. Acquired Infra-Track, Inc. which allowed us to add a new Large Diameter Pipe service line and expand our presence in Sioux Falls, South Dakota. Acquired Turner Lining Company in DeLand, Florida and expanded our Monoform structure rehabilitation services. Changed name from Hydro-Klean to HK Solutions Group to better reflect our diverse service offerings.
- 2021 Established a distributorship for AGRU Lining Systems in DeLand, Florida and Mankato, Minnesota. Developed patented Monoform PLUS® Lining Systems which provides a permanent structural and corrosive-resistant manhole rehabilitation solution. Acquired Hempen Mobile Wash in Keokuk, Iowa which allowed us to expand our service offerings into the Mississippi River Valley. Acquired Engineered Lining Systems, allowing HK Solutions Group to expand further into Florida.

Our Priority: Our People

At HK Solutions, our commitment to safety is based on one simple concept: protect our most valuable resource — our people. We believe that people come first and all jobs can be done safely. By taking time to engineer safe solutions to any challenge, safety is always our top priority.

HK Solutions Group has developed an intensive in-house, hands-on training program that provides our employees with the skills they need to safely and efficiently solve problems and complete projects. That is why Work Hard Work Smart Work Safe™ are our three core values. When we say, *Work Safe*, we mean it. We put action behind these words with various accident preventative activities including Toolbox Safety meetings, routine equipment inspections, workplace safety audits, regular worksite safety inspections, safety leadership training and much more. Safety is a part of every day at HK Solutions Group; therefore, it's been naturally engrained in our company culture. At HK, we pride ourselves on striving for 100% compliance in all we do, including meeting OSHA record-keeping requirements as outlined in 29 CFR 1904 Subpart C. We provide OSHA General Industry 30-Hour Training, an OSHA course created for all newly hired or promoted Coordinators, Foremen and Operators. This 30-hour course covers several safety topics that are important for any frontline supervisor. We also provide OSHA General Industry 10-Hour Training, an OSHA course for all newly hired employees. All new employees receive this training along with our required Confined Space Entry training, within their first 10 days of employment.

Brian Craig- Director of PIPE Services

Brian started with HK 25 years ago as a field employee. Brian worked his way up through our company and now serves as our Director of Pipeline Inspection business unit out of our Des Moines, IA corporate office. Brian is responsible for all inspection services HK Solutions Group completes for its 100's of customers.

Jeff Bence-Operations Manager

Jeff started with HK in 2008. Jeff reports directly to Brian Craig. With 11 years of experience, he serves as the contact point on many jobs. His day-to-day tasks include daily plans, updates, and project adjustments as deemed necessary. He also reviews videos and pulls together any submittals for the jobs he is responsible for.

Brian Welch – P.I.P.E Program Manager

Brian started with HK in 2011. Brian will have access to the videos that have been taken on a daily basis through Pioneer™ our web-based data management application. This daily access will allow him to direct our team members while they are still in the field in case new video's need to be taken to meet the standards that are laid out for this project. He will be responsible for the technical review of the CCTV inspection reports and videos and map edits.

<u>Employee</u>	<u>PACP Number</u>	<u>Expires</u>	<u>Certifications</u>
Clint Lewis	U-109-8062	12/3/2022	PACP MACP LACP
Jeff Bence	U-316-07003283	12/3/2022	PACP
Shane Robinett	U-217-07006891	3/2/2023	PACP MACP LACP
Pat Cook	U-0218-070300552	1/27/2024	PACP MACP LACP
Cory Ferguson	U-316-07003281	1/9/2022	PACP MACP LACP
Brian Welch	U911-12413	3/13/2023	PACP MACP LACP
Galen Ranta	U-217-07006905	3/11/2023	PACP MACP LACP
Shane Drachen	U-0118-070300202	1/11/2024	PACP MACP LACP
Nick Jerram	U-0320-70309161	3/18/2023	PACP MACP LACP
Zach Rothfus	U-0320-70309163	3/23/2023	PACP MACP LACP
Brian Craig	U-0121-70400843	1/13/2024	PACP MACP LACP
Hunter Burmingham	U-1120-70400451	11/5/2023	PACP
Jeff White	U-0221-70401025	2/17/2024	PACP MACP LACP
Deion Sims	U-0321-70401317	3/10/2024	PACP MACP LACP
Lee Grosz	U-0120-70308478	1/28/2023	PACP
Jesse Vanheel	U-0120-70308477	1/28/2023	PACP
Christopher Wise	U-1016-07005603	10/25/2022	PACP MACP LACP

Des Moines | Kansas City | Mankato | Rogers | Sioux Falls | Watertown | Wausau

333 NW 49th Place, Des Moines, IA 50313 | toll free: 1.855.845.5326 | Hydro-Klean.com

ATTACHMENT A

EXPERIENCE / REFERENCE SUMMARY

SANITARY SEWER CLEANING AND TELEVISION SANITARY SEWER CLEANING AND

TELEVISION SERVICES

CITY OF GRIMES DEPARTMENT OF PUBLIC WORKS

List at least three (3) references for projects of similar scope that the Contractor has successfully completed within the past twenty-four (24) months.

Contract & Location	Owner Name/Address/Phone	Contract Date	Contract \$ Value
Omaha Nebraska Various Locations	City of Omaha, NE Jorge Rivero 402-779-6579 1819 Farnam St Omaha, NE 68183	May 5th 2021 to May 4th 2022	\$872,250.000
Bartlett and West	City of Topeka, KS Michael Lorenzo 785-228-2252 1200 SW Executive Dr. Topeka, KS 66615	October 18th 2021 April 2022	\$207,820.62
St. Paul, MN Eagle/Shepard	City of St. Paul, MN Girma Daka 651-266-6189 700 City Hall Annex Saint Paul, MN 55102	August 18, 2021 August 18, 2022	\$801,334.86

27 years Number of years Contractor has provided services similar to the scope of this Request for Bid under the current ownership and company name.

Contractor's Name: _ Hydro-Klean, LLC

Authorized Signature: _  Jill Lamp, Contracts Manager

Date: _ 4/29/2022

ATTACHMENT B

**CONTACTS FOR CONTRACTOR
(Minimum of 2 Required)**

SANITARY SEWER CLEANING AND TELEVISION SANITARY SEWER CLEANING AND

TELEVISION SERVICES

**CITY OF GRIMES
DEPARTMENT OF PUBLIC WORKS**

Full Legal Name (Print): Brian Craig

Emergency After-Hours Telephone: 855-845-5326

Email Address: bcraig@hksolutionsgroup.com

Full Legal Name (Print): Jeff Bence

Emergency After-Hours Telephone: 855-845-5326

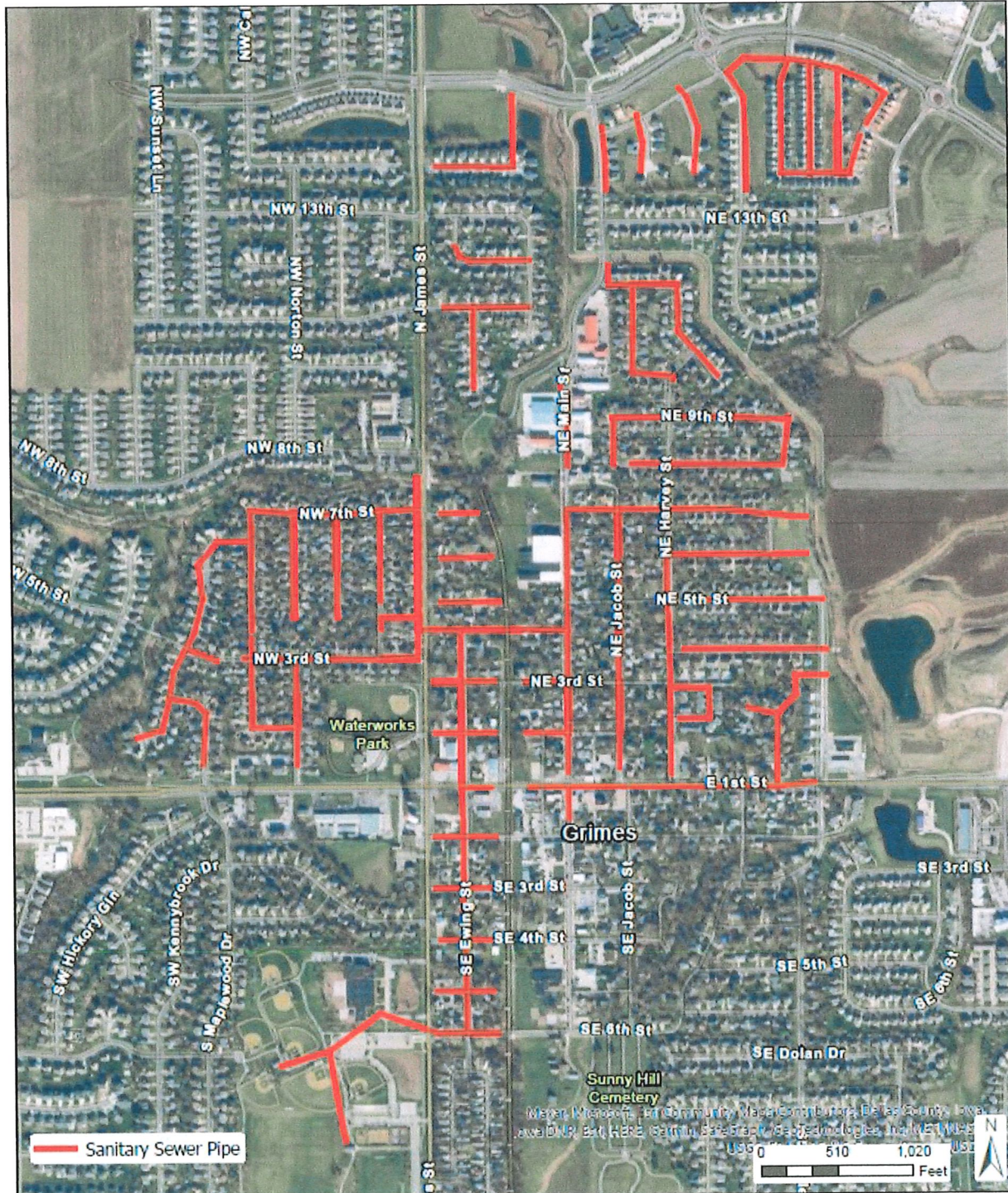
Email Address: jbence@hksolutionsgroup.com

Contractor's Name: Hydro-Klean, LLC

Authorized Signature:  Jill Long, Contracts Manager

Date: 4-29-2022

MAP



BID LIST

SANITARY SEWER CLEANING AND TELEVISIONING SANITARY SEWER CLEANING

AND TELEVISIONING SERVICES

**CITY OF GRIMES
DEPARTMENT OF PUBLIC
WORKS**

1. Central Iowa Televising
530 Dubois Ave,
McCallsburg, IA 50154
Shane@CITsewer.com
2. AccuJet Sewer and Drain Cleaning
12155 J Ave
Perry IA, 50220
Kyle@Accujetiowa.com
3. HK Solutions Group
333 NW 49th Place
Des Moines, IA 50313
DeanZahn@HKsolutionsgroup.com
4. Smith Sewer
4620 NW 62nd Ave
Johnston IA, 50131
Brent.Smithsewer@gmail.com
5. Midwest Vac Professionals
222 SE 12th St
Panora, IA 50216
Midwestvacpros@gmail.com

SPECIFICATIONS

SANITARY SEWER CLEANING AND TELEVISIONING SANITARY SEWER CLEANING AND TELEVISIONING SERVICES

CITY OF GRIMES DEPARTMENT OF PUBLIC WORKS

I. STATEMENT OF PROJECT

- A. The intent and purpose of this Request for Bid is to establish a contract to provide SANITARY SEWER CLEANING and TELEVISIONING Services within the City of Grimes.
- B. The City will have sole discretion selecting the Contractor. All responsive information submitted in the Request for Bid will be evaluated and considered. The City reserves the right to select the Contractor whom the City believes will perform best pursuant to the terms and conditions of this Request for Bid. Cost is one of the multiple factors the City will consider in selecting the Contractor. Other factors that will be considered include but are not limited to past comparable experience, references, equipment, and any other relevant consideration the City believes will affect the Contractor's ability to perform in accordance with the terms and conditions in this Agreement.

II. SCOPE OF WORK

- A. The Contractor shall furnish all labor, equipment, supplies, and required materials to clean and televise various types of SANITARY SEWER LINES and fixtures at various areas within the City of Grimes.
- B. General Instruction: Contractor shall supply, deliver, and perform services necessary to complete all SANITARY SEWER CLEANING and TELEVISIONING services. This service may include, but is not limited to, 8-inch Vitrified Clay Pipe (VCP) lines, 8-inch Poly-vinyl Chloride (PVC) lines, 12" PVC lines, sanitary manholes inspection, customer notification and restoration.
- C. The work outlined in this Request for Bid shall be done as follows:
 - 1. The job description includes approximately 50,000 feet of cleaning and televising mostly in the NE quadrant of Grimes.

2. Visual manhole inspection and documentation for each manhole on a form provided by USW Utility Group (USW).
3. Root cutting, Tap cutting, easement work, traffic control, and removal of excessive debris should be included in the base price.
4. Chosen cleaning contractor will be required to supply and distribute notifications, with literature provided by USW, to residents a minimum of 2 days before work can commence.
5. Water for cleaning will be provided by the City of Grimes when available at hydrants assigned by USW. A hydrant meter may be provided if needed.
6. The chosen cleaning contractor will be required to coordinate with property owners to gain access needed to perform work.
7. The City of Grimes nor USW will provide any areas for dumping of debris removal. All debris from sanitary sewers must be disposed of by the chosen cleaning contractor.
8. USW will require a combination jet/vac truck and camera system capable of providing clear pan/tilt video in PACP format with written individual line reports.
9. USW will provide manhole numbers to be used when televising.
10. Any sewer backups or surges resulting in residence complaints or damage will be the responsibility of the chosen cleaning contractor.
11. Preferred project completion is June 17, 2022
12. Contractor is required to obtain all local, state, or federal licenses and permits necessary to complete this work.
13. The job site must always be left in a clean, safe, and orderly fashion, and returned as close as possible to pre-work condition.
14. Contractor is responsible to repair any damage to City owned or operated facilities and or equipment while engaged in doing this work.
15. Contractor shall follow all OSHA regulations and perform the work in a safe manner.
16. No part of any work performed under this contract may be subcontracted out to other contractors or individuals not included and covered by the Contractor's

insurance.

17. Contractor shall receive notification of scheduled work via email. This will require an email address be provided for all staff needing to have notification of scheduled work. Contractor shall have the ability to receive email by electronic device provided by the Contractor.
18. Working hours will be 7:30 am to 7:00 pm Monday through Friday unless prior authorization is given by USW.

III. **PERFORMANCE REQUIREMENTS**

- A. **Personnel**. The Contractor shall provide the City with the names, addresses, and telephone number(s) and email addresses for at least **two** designated contact personnel responsible for ensuring response to the City's request for service.
- B. **Authority/Direction**. The Contractor and their designated personnel shall respond to requests given by the City in a positive, courteous, and timely manner. The City reserves the right to reject any piece of equipment or personnel from continued or further engagement of services due to incompetence or inability of equipment to function properly for the requested services.
- C. **Property Damage**. The Contractor shall be responsible for any and all damage to private and public property (including public utilities) while performing services.
- D. **Confined Space Entry Certification**. Prior to commencing work, Contractor will be required to provide proof on training certifications for confined space entry relevant to CFR 1910.146 on all personnel assigned to perform such tasks.

IV. **CONTRACTOR'S PERSONNEL AND EQUIPMENT**

- A. The Contractor is responsible for direct supervision of the Contractor's employees.
- B. The Contractor is responsible for the means used to make a repair or installation.
- C. The Contractor is responsible for making sure that all of the Contractor's personnel have any required governmental issued identification. Accepted forms of identification shall be a valid state issued driver's license, or governmental issued identification or work permit.

- D. The Contractor is responsible for making sure that all equipment is OSHA certified and/or meets all OSHA requirements. The Contractor must provide its own materials, equipment, chemicals, transportation, miscellaneous supplies, tools, personal protective equipment, ladders, scaffolding, power equipment, vehicles, etc., as needed to safely perform the requested repair services.

V. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain through the term of the contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the Contractor's actual liability.

- A. Commercial General Liability: Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

- B. Business Automobile Liability Insurance: Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City of Grimes would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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- C. Workers Compensation and Employers Liability: As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Part 1- Workers Compensation Benefits	Statutory
---------------------------------------	-----------

D. Employers Liability:

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

- E. Umbrella Liability: The Contractor will maintain umbrella liability insurance in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to designations and provisions that favor the City as an additional insured, with a waiver of subrogation and primary and non-contributory status.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

- F. Installation Floater: The Contractor will maintain an installation floater policy that insures property while stored off premises, while in transit and until it has been installed/incorporated into the building or structure undergoing construction, renovation or repair with a limit commiserate to the value of the property being installed.

Before providing any services, the Contractor shall furnish an insurance certificate to the City, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

Nothing in this Section is intended to constitute a waiver of any governmental immunities from liability available to the City under federal or Iowa law.

VI. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall hold harmless, indemnify and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this contract or by reasons of the Contractor's performance under the contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, expert witness fees,

investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by, entered or levied against, or assessed to the City, its officials, employees, agents, contractors and assigns. Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be on indefinite duration and shall survive the termination of the contract.

VII. PROCESS AND EVALUATION CRITERIA

- A. Process. Bidders are to submit written bids which present the bidders qualifications and understanding of the work to be performed. Bidders are requested to address each evaluation criterion in the order listed on the bid form and to be specific in presenting their qualifications. The bidder shall provide all information which they consider pertinent to its qualifications for the bid.
- B. Evaluation Criteria. Since evaluation criteria shall include, but is not limited to the following, **INFORMATION ABOUT THE FOLLOWING MUST BE INCLUDED IN THE BID PACKAGE:**
 - 1. Contractor's approach to the work to be performed.
 - 2. Qualifications and resumes of personnel who would be assigned to the City of Grimes.
 - 3. Three (3) References from clients of similar size with the contract length noted. All clients must either be currently under contract or have been under contract within the last 24 months.
 - 4. Number of years that the Contractor has provided similar SANITARY SEWER CLEANING and TELEVISIONING services.
 - 5. REMINDER: The City may consider such factors as bid price, experience and responsibility of Bidder, and similar factors in determining which bid it deems to be in the best interest of the City.

Award of the contract will be made to the lowest responsible/responsive Bidder.

VIII. FURTHER INFORMATION

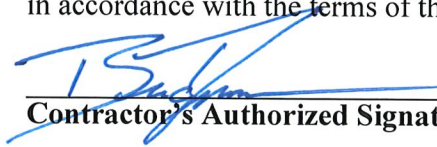
- A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 CFR., Part 382 and Part 40).
- B. Right-to-Know Statement. The Contractor certifies that, in accordance with the “Hazard Communication Rule”, 29 CFR 1910.120 (the “Right-to-Know” Law) and the State of Iowa “Hazardous Chemical Risk Right-to-Know” rule, employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the Agreement. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.
- C. ADA Statement. Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.
- D. FLSA Statement. By filing a seal bid responsive to the request for bids, the Contractor states, “We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders to the United States Department of Labor issued under Section 14 thereof.”
- E. Non-Discrimination Clause. The City gives notice that it does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Contractor must also agree that it does not discriminate against any employee or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability and to include a similar non- discrimination provision in all agreements associated with this procurement.
- F. Questions which may arise as a result of this Request for Bid of a technical/operational nature should be directed to Nick Deardorff at 515-822-4501.

IX. ADDITIONAL TERMS

- A. Subletting or Assignment. Neither the Contractor nor the City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
- B. Entire Agreement. This Agreement, including any attached schedules of exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written

promises created or communicated prior to execution of this agreement shall be binding. This Agreement may not be supplemented, amended, modified, or otherwise altered except by written instrument agreed to and executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Agreement.

- C. Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.



Contractor's Authorized Signature

05/03/2022

Date

Midwest Vac Professionals
Contract's Name

BID FORM

SANITARY SEWER CLEANING AND TELEVISIONING SANITARY SEWER CLEANING AND

TELEVISIONING SERVICES

**CITY OF GRIMES
DEPARTMENT OF PUBLIC WORKS**

We, the undersigned, hereby propose to provide SANITARY SEWER CLEANING and
TELEVISIONING Services during normal working hours for the City of Grimes at a cost of
Clean and Televise: \$3.89 per LF
Televise: \$1.85 per LF
Clean: \$2.40 per LF

In the event emergency repairs are required and requested beyond normal work hours the
undersigned proposes to provide those services at a cost of:

Overtime Rate	\$4.50	Per linear foot to clean
Sunday / Holiday Rate	\$6.25	Per linear foot to clean and televise
Trip Charge for Vehicle	\$200.00 per Vehicle/Trip	Per hour OR per trip (specify per hour or per trip)

DATE: 05/03/2022

AUTHORIZED SIGNATURE:



AUTHORIZED NAME (PRINTED): Bud Durnan

FIRM/CONTRACTOR NAME: Midwest Vac Professionals

ADDRESS: 222 SE 12th St

Panora, IA 50216

CONTACT EMAIL: midwestvacpros@gmail.com

CONTACT PHONE: 641-755-6987

ATTACHMENT A

EXPERIENCE / REFERENCE SUMMARY

**SANITARY SEWER CLEANING AND TELEVISIONING SANITARY SEWER CLEANING AND
TELEVISIONING SERVICES**

**CITY OF GRIMES
DEPARTMENT OF PUBLIC WORKS**

List at least three (3) references for projects of similar scope that the Contractor has successfully completed within the past twenty-four (24) months.

Contract & Location	Owner Name/Address/Phone	Contract Date	Contract \$ Value
2019 Flood Recovery Sanitary Sewer CCTV Inspection	City of Plattsmouth, NE Jeff Frey Olmsted & Perry 10730 Pacific St., Suite 232 Omaha, NE 68114-4700 (402) 699-1095 office	May 2020	\$33,745.00
	City of Elkhard, IA Jordan Kappos, P.E. Veenstra & Kimm, Inc. 3000 Westown Parkway West Des Moines, Iowa 50266- 1320 (515) 225-8000 office	September 2020	\$18,118.40
Whittemore Sanitary Sewer Cleaning & Televising	City of Whittemore, Iowa Rustin Lingbeek, PE Sr. Professional Engineer Short Elliott Hendrickson, Inc. 215 North Adams Avenue Mason City, IA 50401-3119 (641) 424-6344 office	April 2021	\$33,735.00

6 _____ Number of years Contractor has provided services similar to the scope of this Request for Bid under the current ownership and company name.

Contractor's Name: _ Midwest Vac Professionals

Authorized Signature: _ 

Date: _ 05/03/2022

ATTACHMENT B

**CONTACTS FOR CONTRACTOR
(Minimum of 2 Required)**

**SANITARY SEWER CLEANING AND TELEVISIONING SANITARY SEWER CLEANING AND
TELEVISIONING SERVICES**

**CITY OF GRIMES
DEPARTMENT OF PUBLIC WORKS**

Full Legal Name (Print): Cristian Durnan

Emergency After-Hours Telephone: 515-729-6987

Email Address: midwestvacpros@gmail.com

Full Legal Name (Print): Christopher McClellan

Emergency After-Hours Telephone: 641-757-0124

Email Address: midwestvacpros@gmail.com

Contractor's Name: _ Midwest Vac Pros

Authorized Signature: _ 

Date: _ 05/03/2022

ATTACHMENT C

MAP



Resolution 05-2622 Approving Appointments to Boards and Commissions

APPROVING the following appointments to Boards and Commissions:

Board of Adjustment:

Trevor Brown- 5 year term

WRA Board:

Representative: Jake Anderson

Alternate: Alex Pfaltzgraff

WRA Technical Committee:

Representative - Matt Ahrens

Alternate - Kevin Hensley

MIPA Board Representative:

Alex Pfaltzgraff

BRAVO

Representative – Cheryl Heid

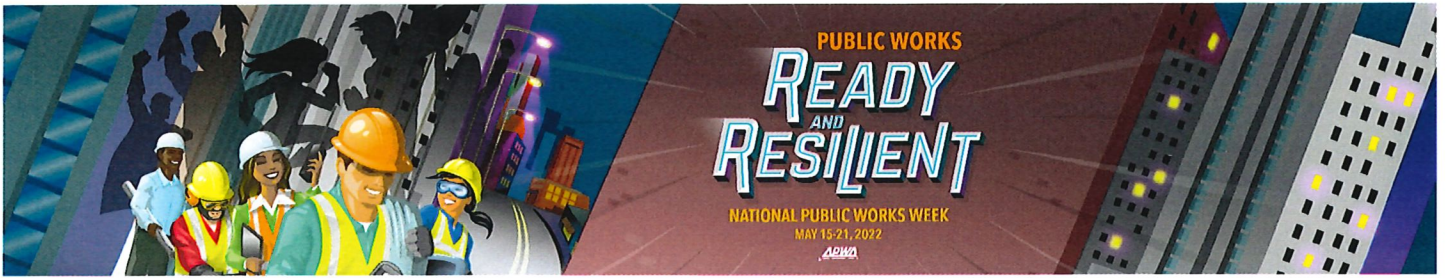
Alternate – Brian Becker

Passed and adopted the 10th day of May, 2022

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



National Public Works Week Proclamation

May 15–21, 2022

“Ready and Resilient”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Grimes; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Grimes to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Mayor Scott Mikkelsen, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the City of Grimes, Iowa this 10th day of May 2022.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

CHANGE ORDER FORM



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

Contractor: Elder Corporation

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

Finance Budget Code: 339-210-6490

Finance Project #

Vendor Project or Invoice #:

PO #

Original Contract Date: August 10, 2021

Vendor # 1336

Change Order Number: 3

Change Order Date: May 10, 2022

Purpose of Change Order:

Adjust project quantities to final

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Below Grade Excavation (Core Out)	CY	(20.00)	\$ 80.00	\$ (1,600.00)
2	Pipe Culvert, Trenched, RCP, 48" Dia, 2000D	LF	(2.00)	\$ 550.00	\$ (1,100.00)
3	PCC Pavement, 9"	SY	11.00	\$ 158.00	\$ 1,738.00
4	Removal of Sidewalk, PCC	SY	12.00	\$ 19.00	\$ 228.00
5	Shared Use Path, 6"	SY	2.20	\$ 175.00	\$ 385.00
6	Special Subgrade Preparation for Shared Use Path	SY	2.20	\$ 12.00	\$ 26.40
7	Pavement Markings, Removed	STA	(15.04)	\$ 236.00	\$ (3,549.44)
8	Seeding, Fertilizing, and BFM Mulch for Hydraulic Seeding, Permanent, Type 3	AC	0.40	\$ 3,800.00	\$ 1,520.00
9	Seeding, Fertilizing, and BFM Mulch for Hydraulic Seeding, Temporary, Type 5	AC	(0.50)	\$ 2,300.00	\$ (1,150.00)
10	Temporary RECP, Type 2.C	SY	(262.60)	\$ 1.75	\$ (459.55)
11	Silt Fence and Silt Fence Ditch Check, Installation	LF	(504.00)	\$ 1.75	\$ (882.00)
12	Silt Fence and Silt Fence Ditch Check, Removal of Device	LF	(504.00)	\$ 1.00	\$ (504.00)

Change Order Number: 3 makes the following adjustments to the contract: **\$ (5,347.59)**

Contractor Accepted: Elder Corporation

Nick Tometich
Firm Name: Nick Tometich
Date: 2022.05.05
09:53:37-05'00'

Signature

Date

Engineer Approved: Snyder & Associates

Todd Kux
Firm Name: Todd Kux
Date: 5/5/22

Signature

Date

Owner Accepted: City of Grimes MSA 5-5-22

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 309,000.00
1	October 12, 2021	\$ 18,297.00
2	February 22, 2022	\$ 7,511.07
3	May 10, 2022	\$ (5,347.59)
4		
5		
6		
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15		

Revised Contract Amount **\$ 329,460.48**

CHANGE ORDER FORM



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: January 26, 2021 **Vendor #** 3940

Change Order Number: 3

Change Order Date: May 10, 2022

Purpose of Change Order:

Item #1: Installation of a 4' chain link fence gate was required in front of the electrical meter socket in order to meet the National Electric Code separation requirement between the electrical meter socket and the chain link fence when work is being completed on the meter socket. **Item #2:** A swale is necessary to redirect runoff east to the swale and culvert vs. over the granular roadway surface. **Item #3:** In the vicinity of Sta. 106+00 on both sides of the entrance road the ground is relatively flat so water ponds on the east side of the access road. A 12" culvert is being installed so the water doesn't overtop the granular roadway.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Install 4' Chain Link Gate	LS	1.00	\$ 1,479.50	\$ 1,479.50
2	Grade Swale Near Sta. 114+50, West of Culvert	LS	1.00	\$ 2,293.50	\$ 2,293.50
3	Install 12" D.I. Culvert & Grade Swale to Drain Near Sta. 106+00	LS	1.00	\$ 4,911.26	\$ 4,911.26
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
10					\$ -

Change Order Number: 3 makes the following adjustments to the contract: **\$ 8,684.26**

Contractor Accepted: On Track Construction, LLC.

Signature: **Firm Name**
 Date: 5-5-22

Engineer Approved: Veenstra & Kimm, Inc.

Signature: **Firm Name**
 Date: 5/5/2022

Owner Accepted: City of Grimes

Signature: _____ **Title**
 Date: _____

Attest for Owner:

Signature: _____ **Title**
 Date: _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 1,652,201.00
1	November 9, 2021	\$ 25,333.08
2	January 11, 2022	\$ 6,749.71
3	May 3, 2022	\$ 8,684.26
4	10	
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Revised Contract Amount **\$ 1,692,968.05**

CHANGE ORDER FORM



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

Change Order Number: 4

Change Order Date: May 10, 2022

Purpose of Change Order:

Change Order #4 adjusts the quantities to account for the actual quantities that were recorded in the field to balance at the end of the project.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4.01	Storm Sewer, 15" RCP	LF	4.00	\$ 49.50	\$ 198.00
5.01	Water Main, Trenched, PVC, 8 Inch	LF	(10.00)	\$ 67.00	\$ (670.00)
7.01	Removal of Pavement	SY	25.80	\$ 20.50	\$ 528.90
7.04	Sidewalk, PCC, 6"	SY	66.40	\$ 60.00	\$ 3,984.00
9.03	Wattle, 6" Diameter, Installation	LF	(268.00)	\$ 1.55	\$ (415.40)
9.04	Wattle, 6" Diameter, Removal	LF	(450.00)	\$ 0.25	\$ (112.50)
9.05	Remove and Relocate, Trees and Shrubs	EA	(1.00)	\$ 390.00	\$ (390.00)
9.07	Rip Rap, Class E	TON	(1.65)	\$ 103.00	\$ (169.95)

Change Order Number: 4 makes the following adjustments to the contract: **\$ 2,953.05**

Contractor Accepted: Concrete Technologies, Inc.
 Firm Name
 Signature: [Signature] Date: 5-3-22

Engineer Approved: MSA Professional Services, Inc.
 Firm Name
 Signature: [Signature] Date: 05/04/2022

Owner Accepted: City of Grimes MSA 5-4-22
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:
 Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 618,328.75
1	October 12, 2021	\$ 15,695.00
2	November 9, 2021	\$ 17,468.51
3	December 14, 2021	\$ 1,089.00
4	May 10, 2022	\$ 2,953.05
5		
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Revised Contract Amount **\$ 655,534.31**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Iowa Hwy 141 SB & Iowa Hwy 44 Traffic Signal and Turn Lane Improvements
Contractor: Elder Corporation
Address: 5088 East University Avenue, Pleasant Hill, IA 50327
Finance Budget Code: 339-210-6490 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 10, 2021 **Vendor #** 1336

Date of Council Meeting: May 10, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: March 26, 2022 Through: May 3, 2022

Contract Summary

Original Contract Amount:	\$	309,000.00	
Net change by Change Orders:	\$	20,460.48	
Contract Amount to Date: (line 1 ± 2)	\$	329,460.48	
Total completed and stored to date:	\$	329,460.48	
Retainage: 2.5 % of Completed Work:	\$	8,236.51	
Total Earned less Retainage:	\$	321,223.97	
Less previous applications for payment:	\$	318,613.21	
SUBTOTAL	\$		2,610.76
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		2,610.76
Balance to finish, including retainage:	\$	8,236.51	

Contract Time Remaining (If applicable) 8.00 Working Days

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

Construction Contractor Approval: Elder Corporation

Signature: Nick Tometich Date: 2022.05.05 09:53:10-05'00'

Engineer / Consultant Approval: Snyder & Associates

Signature: Todd Kux Date: 5/5/22

City of Grimes Staff Approval: Signature: Date: 5-5-22

City of Grimes Council Approval: Signature: Date:

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Onsite Topsoil	CY	320.00		320.00	\$ 13.00	\$ 4,160.00	320.00	\$ 4,160.00	-	100.00%
2	Excavation, Class 10	CY	413.00		413.00	\$ 15.00	\$ 6,195.00	413.00	\$ 6,195.00	-	100.00%
3	Below Grade Excavation (Core Out)	CY	20.00	(20.00)	-	\$ 80.00	\$ -	-	\$ -	-	0.00%
4	Subgrade Preparation, 6"	SY	610.00		610.00	\$ 7.00	\$ 4,270.00	610.00	\$ 4,270.00	-	100.00%
5	Subbase, Special Backfill, 12" Depth	SY	610.00	(610.00)	-	\$ 19.00	\$ -	-	\$ -	-	0.00%
6	Compaction Testing	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
7	Pipe Culvert, Trenched, RCP, 48" Dia, 2000D	LF	10.00	(2.00)	8.00	\$ 550.00	\$ 4,400.00	8.00	\$ 4,400.00	-	100.00%
8	Pipe Apron, Remove and Reinstall with Footing and Guard, 48" Dia	EA	1.00		1.00	\$ 5,700.00	\$ 5,700.00	1.00	\$ 5,700.00	-	100.00%
9	PCC Pavement, 9"	SY	441.00	11.00	452.00	\$ 158.00	\$ 71,416.00	452.00	\$ 71,416.00	-	100.00%
10	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 5,300.00	\$ 5,300.00	1.00	\$ 5,300.00	-	100.00%
11	Removal of Sidewalk, PCC	SY	74.00	12.00	86.00	\$ 19.00	\$ 1,634.00	86.00	\$ 1,634.00	-	100.00%
12	Shared Use Path, 6"	SY	73.00	2.20	75.20	\$ 175.00	\$ 13,160.00	75.20	\$ 13,160.00	-	100.00%
13	Special Subgrade Preparation for Shared Use Path	SY	73.00	2.20	75.20	\$ 12.00	\$ 902.40	75.20	\$ 902.40	-	100.00%
14	Detectable Warnings	SF	51.00		51.00	\$ 78.00	\$ 3,978.00	51.00	\$ 3,978.00	-	100.00%
15	Pavement Removal	SY	55.00		55.00	\$ 110.00	\$ 6,050.00	55.00	\$ 6,050.00	-	100.00%
16	Traffic Signal	LS	1.00		1.00	\$ 80,000.00	\$ 80,000.00	1.00	\$ 80,000.00	-	100.00%
17	Pavement Markings, Durable	STA	15.70		15.70	\$ 370.00	\$ 5,809.00	15.70	\$ 5,809.00	-	100.00%
18	Wet, Retroreflective Removable Tape Markings	STA	5.00		5.00	\$ 470.00	\$ 2,350.00	5.00	\$ 2,350.00	-	100.00%
19	Pavement Markings, Removed	STA	24.60	(15.04)	9.56	\$ 236.00	\$ 2,256.16	9.56	\$ 2,256.16	-	100.00%
20	Grooves Cut for Pavement Markings	STA	15.70		15.70	\$ 320.00	\$ 5,024.00	15.70	\$ 5,024.00	-	100.00%
21	Temporary Traffic Control	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	-	100.00%
22	Portable Dynamic Message Signs	CDAY	25.00		25.00	\$ 131.00	\$ 3,275.00	25.00	\$ 3,275.00	-	100.00%
23	Temporary Barrier Rail	LF	188.00	400.00	588.00	\$ 26.50	\$ 15,582.00	588.00	\$ 15,582.00	-	100.00%
24	Seeding, Fertilizing, and BFM Mulch for Hydraulic Seeding, Permanent, Type 3	AC	0.50	0.40	0.90	\$ 3,800.00	\$ 3,420.00	0.90	\$ 3,420.00	-	100.00%
25	Seeding, Fertilizing, and BFM Mulch for Hydraulic Seeding, Temporary, Type 5	AC	0.50	(0.50)	-	\$ 2,300.00	\$ -	-	\$ -	-	0.00%
26	Temporary RECP, Type 2.C	SY	547.00	(262.60)	284.40	\$ 1.75	\$ 497.70	284.40	\$ 497.70	-	100.00%
27	Silt Fence and Silt Fence Ditch Check, Installation	LF	729.00	(504.00)	225.00	\$ 1.75	\$ 393.75	225.00	\$ 393.75	-	100.00%
28	Silt Fence and Silt Fence Ditch Check, Removal of Device	LF	729.00	(504.00)	225.00	\$ 1.00	\$ 225.00	225.00	\$ 225.00	-	100.00%
29	Mobilization	LS	1.00		1.00	\$ 44,664.40	\$ 44,664.40	1.00	\$ 44,664.40	-	100.00%
C1-2	Temporary Crash Cushion	EA		1.00	1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00	-	100.00%
C1-3	4" Perf Subdrain	LF		20.00	20.00	\$ 21.00	\$ 420.00	20.00	\$ 420.00	-	100.00%
C1-4	12"x6" CMP Outlet	EA		2.00	2.00	\$ 530.00	\$ 1,060.00	2.00	\$ 1,060.00	-	100.00%
C1-5	Connect to Stub	EA		2.00	2.00	\$ 380.00	\$ 760.00	2.00	\$ 760.00	-	100.00%
C1-7	Modified Subbase	SY		610.00	610.00	\$ 21.50	\$ 13,115.00	610.00	\$ 13,115.00	-	100.00%
C1-8	Traffic Signal Meter Pedestal	LS		1.00	1.00	\$ 1,127.00	\$ 1,127.00	1.00	\$ 1,127.00	-	100.00%
C1-9	Advance Lane Control Signs, with Posts	EA		2.00	2.00	\$ 742.50	\$ 1,485.00	2.00	\$ 1,485.00	-	100.00%
C2-1	Video Detection Cable to 3 Cameras	LF		590.00	590.00	\$ 2.25	\$ 1,327.50	590.00	\$ 1,327.50	-	100.00%
C2-2	Installation of Advance Detection Cameras	EA		2.00	2.00	\$ 1,725.00	\$ 3,450.00	2.00	\$ 3,450.00	-	100.00%
C2-3	Labor - Advance Detection Cameras	HR		5.00	5.00	\$ 85.00	\$ 425.00	5.00	\$ 425.00	-	100.00%
C2-4	Additional Traffic Control for Lane Closures to Install Advance Detection Cameras	EA		5.00	5.00	\$ 250.00	\$ 1,250.00	5.00	\$ 1,250.00	-	100.00%
C2-5	Baker Electric Mark-Up (5.8%)	LS		1.00	1.00	\$ 375.75	\$ 375.75	1.00	\$ 375.75	-	100.00%
C2-6	Prime Mark-Up (10%)	LS		1.00	1.00	\$ 682.82	\$ 682.82	1.00	\$ 682.82	-	100.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%
					-	\$ -	\$ -	-	\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 329,460.48

\$ 329,460.48

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 9, 2021	\$ 260,971.37
2	April 12, 2022	\$ 57,641.84
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Previous Applications for Payment

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TOTAL \$ 318,613.21

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 18,297.00
2	February 22, 2022	\$ 7,511.07
3	May 10, 2022	\$ (5,347.59)
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TOTAL \$ 20,460.48

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 26, 2021 **Vendor #** 3940

Date of Council Meeting: May 10, 2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: January 1, 2022 Through: April 30, 2022

Contract Summary

Original Contract Amount:	\$	1,652,201.00	
Net change by Change Orders:	\$	40,767.05	
Contract Amount to Date: (line 1 ± 2)	\$		1,692,968.05
Total completed and stored to date:	\$	1,674,638.32	
Retainage: 5 % of Completed Work:	\$	83,731.92	
Total Earned less Retainage:	\$		1,590,906.41
Less previous applications for payment:	\$		1,574,507.03
SUBTOTAL			\$ 16,399.38

OTHER CHARGES (Attach an itemized list) \$

CURRENT PAYMENT DUE \$ 16,399.38

Balance to finish, including retainage: \$ 102,061.64

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval: On Track Construction, LLC.

Signature: Firm Name: On Track Construction, LLC.
 Date: 5-3-22

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Signature: Firm Name: Veenstra & Kimm, Inc.
 Date: 5/3/22

City of Grimes Staff Approval:

Signature: Date: 5-5-22

City of Grimes Council Approval:

Signature: _____ Date: _____

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Lift Station		1.00				\$-		\$ -	-	0.00%
1.1	Clearing & Grubbing	LS	1.00		1.00	\$28,900.00	\$ 28,900.00	1.00	\$ 28,900.00	-	100.00%
1.2	Wet Well Structure Installation	LS	1.00		1.00	\$320,000.00	\$ 320,000.00	1.00	\$ 320,000.00	-	100.00%
1.3	Wet Well Pumps & Piping	LS	1.00		1.00	\$200,000.00	\$ 200,000.00	1.00	\$ 200,000.00	-	100.00%
1.4	Valve Vault Structure Installation	LS	1.00		1.00	\$75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	-	100.00%
1.5	Valve Vault Valves & Piping	LS	1.00		1.00	\$50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	-	100.00%
1.6	Meter Manhole Structure Installation	LS	1.00		1.00	\$18,000.00	\$ 18,000.00	1.00	\$ 18,000.00	-	100.00%
1.7	Meter Manhole Meter & Piping	LS	1.00		1.00	\$23,766.00	\$ 23,766.00	1.00	\$ 23,766.00	-	100.00%
1.8	Lift Station Yard Piping	LS	1.00		1.00	\$42,815.00	\$ 42,815.00	1.00	\$ 42,815.00	-	100.00%
1.9	Site Concrete Pads	LS	1.00		1.00	\$30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	-	100.00%
1.1	Site Electrical	LS	1.00		1.00	\$240,000.00	\$ 240,000.00	1.00	\$ 240,000.00	-	100.00%
1.11	Control Building	LS	1.00		1.00	\$54,440.00	\$ 54,440.00	1.00	\$ 54,440.00	-	100.00%
2	10" Force Main Open Cut	LF	2,850.00		2,850.00	\$ 31.00	\$ 88,350.00	2,832.99	\$ 87,822.69	17.01	99.40%
3	10" Force Main Directional Drill Bored In Place	LF	480.00		480.00	\$ 142.00	\$ 68,160.00	480.00	\$ 68,160.00	-	100.00%
4	8" Sanitary Sewer Open Cut	LF	3,914.00		3,914.00	\$ 42.00	\$ 164,388.00	3,856.50	\$ 161,973.00	57.50	98.53%
5	18" Sanitary Sewer Open Cut	LF	40.00		40.00	\$ 227.00	\$ 9,080.00	36.00	\$ 8,172.00	4.00	90.00%
6	Drop Connection 8"	EA	1.00		1.00	\$ 8,770.00	\$ 8,770.00	1.00	\$ 8,770.00	-	100.00%
7	Manhole Type SW-301 48"	EA	16.00		16.00	\$ 5,363.00	\$ 85,808.00	16.00	\$ 85,808.00	-	100.00%
8	Air Release Valve & Pit	EA	1.00		1.00	\$ 5,950.00	\$ 5,950.00	1.00	\$ 5,950.00	-	100.00%
9	Inside Drop Connection	EA	1.00		1.00	\$ 6,488.00	\$ 6,488.00	1.00	\$ 6,488.00	-	100.00%
10	Video Inspection - Gravity Sewer	LF	3,954.00		3,954.00	\$ 2.00	\$ 7,908.00	3,892.50	\$ 7,785.00	61.50	98.44%
11	7" PCC Pavement	SY	40.00		40.00		\$ -		\$ -	40.00	0.00%
12	12" Thick Class A Roadstone - Lift Station	SY	360.00		360.00	\$ 23.70	\$ 8,532.00	360.00	\$ 8,532.00	-	100.00%
13	6" Thick Class A Roadstone Access Drive	SY	3,500.00		3,500.00	\$ 9.60	\$ 33,600.00	3,500.00	\$ 33,600.00	-	100.00%
14	Chain Link Fence 6' High	LF	281.00		281.00	\$ 35.00	\$ 9,835.00	281.00	\$ 9,835.00	-	100.00%
15	Chain Link Fence Gate	EA	1.00		1.00	\$ 1,555.00	\$ 1,555.00	1.00	\$ 1,555.00	-	100.00%
16	2" Water Service	LF	2,750.00		2,750.00	\$ 12.60	\$ 34,650.00	2,750.00	\$ 34,650.00	-	100.00%
17	2" Water Corporation	EA	1.00		1.00	\$ 1,113.00	\$ 1,113.00	1.00	\$ 1,113.00	-	100.00%
18	2" Water Shut Off Valve & Box	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	-	100.00%
19	Freezeless Yard Hydrant	EA	1.00		1.00	\$ 1,060.00	\$ 1,060.00	1.00	\$ 1,060.00	-	100.00%
20	Erosion Control	LS	1.00		1.00	\$ 12,625.00	\$ 12,625.00	1.00	\$ 12,625.00	-	100.00%
21	Traffic Control	LS	1.00		1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	-	100.00%
22	Construction Staking	LS	1.00		1.00	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	-	100.00%
23	Seeding - SUDAS Type 2	AC	9.00		9.00	\$ 1,212.00	\$ 10,908.00	4.32	\$ 5,235.84	4.68	48.00%
35					-		\$ -		\$ -	-	0.00%
36	Stored Materials				-		\$ -		\$ -	-	0.00%
37	Core & Main #N809710 - Sewer Piping	LS	1.00		1.00	\$17,133.71	\$ 17,133.71		\$ -	1.00	0.00%
38	Core & Main #N841150 - Fittings, Truss Pipe	LS	1.00		1.00	\$13,466.44	\$ 13,466.44		\$ -	1.00	0.00%
39	Core & Main #N881965 - 8" Truss Cap	LS	1.00		1.00	\$ 30.00	\$ 30.00		\$ -	1.00	0.00%
40	American Concrete #14INV0004728 - MH's 7 - 10	LS	1.00		1.00	\$11,920.00	\$ 11,920.00	-	\$ -	1.00	0.00%
41	American Concrete #14INV0004727 - MH 2,3,4,	LS	1.00		1.00	\$ 9,015.00	\$ 9,015.00	-	\$ -	1.00	0.00%
42	Electric Pump #0892005-IN	LS	1.00		1.00	\$179,970.00	\$ 179,970.00	-	\$ -	1.00	0.00%
43					-		\$ -		\$ -	-	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

44											0.00%
45	Change Order No. 1				-		\$ -		\$ -	-	0.00%
46	Item #1 18" CMP Culvert	LF	20.00	20.00	\$ 71.65	\$ 1,433.00	20.00	\$ 1,433.00	-	100.00%	
47	Item #2 24" CMP Culvert	LF	40.00	40.00	\$ 83.95	\$ 3,358.00	40.00	\$ 3,358.00	-	100.00%	
3	Item #3 Culvert Grading & Backfill	LS	1.00	1.00	\$ 5,572.00	\$ 5,572.00	1.00	\$ 5,572.00	-	100.00%	
49	Item #4 Class A Roadstone	TONS	(1,030.00)	(1,030.00)	\$ 21.75	\$ (22,402.50)	(1,030.00)	\$ (22,402.50)	-	100.00%	
50	Item #5 3" Class A Roadstone	TONS	1,030.00	1,030.00	\$ 23.30	\$ 23,999.00	1,030.00	\$ 23,999.00	-	100.00%	
51	Item #6 Geogrid, Labor, & Equipment	LS	1.00	1.00	\$ 4,827.29	\$ 4,827.29	1.00	\$ 4,827.29	-	100.00%	
52	Item #7 Class E Rip-Rap	TONS	109.59	109.59	\$ 53.00	\$ 5,808.27	109.59	\$ 5,808.27	-	100.00%	
53	Item #7 Type 1 Seeding, Fertilizer, & Mulching	AC	0.46	0.46	\$ 3,850.00	\$ 1,771.00	0.46	\$ 1,771.00	-	100.00%	
54	Item #8 10" Force Main Directional Bored In Place	LF	6.81	6.81	\$ 142.00	\$ 967.02	6.81	\$ 967.02	-	100.00%	
55	Change Order No. 2				-		\$ -	\$ -	-	0.00%	
56	Item #1 3" Class A Roadstone	TONS	121.74	121.74	\$ 23.30	\$ 2,836.54	121.74	\$ 2,836.54	-	100.00%	
57	Item #2 Geogrid, Labor, & Equipment	LS	1.00	1.00	\$ 3,913.17	\$ 3,913.17	1.00	\$ 3,913.17	-	100.00%	
58	Change Order No. 3				-		\$ -	\$ -	-	0.00%	
59	Item #1 Install 4' Chain Link Fence Gate	LS	1.00	1.00	\$ 1,479.50	\$ 1,479.50		\$ -	1.00	0.00%	
60	Item #2 Grade Swale Near Sta. 114+50 West of Culvert	LS	1.00	1.00	\$ 2,293.50	\$ 2,293.50		\$ -	1.00	0.00%	
61	Item #3 Install 12" Culvert & Grade Swale to Drain near Sta. 106+00	LS	1.00	1.00	\$ 4,911.26	\$ 4,911.26		\$ -	1.00	0.00%	
62				-		\$ -		\$ -	-	0.00%	
63				-		\$ -		\$ -	-	0.00%	
64				-		\$ -		\$ -	-	0.00%	
65				-		\$ -		\$ -	-	0.00%	
66				-		\$ -		\$ -	-	0.00%	
67				-		\$ -		\$ -	-	0.00%	
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71				-		\$ -		\$ -	-	0.00%	
72				-		\$ -		\$ -	-	0.00%	
73				-		\$ -		\$ -	-	0.00%	
74				-		\$ -		\$ -	-	0.00%	
75				-		\$ -		\$ -	-	0.00%	

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,924,503.20

\$ 1,674,638.32

-12.98%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 13, 2021	\$ 142,247.21
2	May 11, 2021	\$ 186,829.37
3	June 8, 2021	\$ 252,235.17
4	August 10, 2021	\$ 64,421.64
5	September 14, 2021	\$ 373,578.90
6	October 12, 2021	\$ 225,236.88
7	November 9, 2021	\$ 245,298.70
8	December 14, 2021	\$ 55,647.92
9	January 11, 2022	\$ 29,011.24
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Previous Applications for Payment

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TOTAL \$ 1,574,507.03

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 25,333.08
2	January 11, 2022	\$ 6,749.71
3	May 3, 2022	\$ 8,684.26
4	10	
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TOTAL \$ 40,767.05

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	January 26, 2021
Original Contract Time:	267.00
Added by Change Order:	
Contract Time to Date:	267.00
Time Used to Date:	247.00
Contract Time Remaining:	-

324-810-6490



Contractor's Application for Payment No.

27 (Twenty-seven)

Application Period:

4/1/2022

to

4/30/2022

Application Date:

5/3/2022

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	\$ -
004	\$ 252,404.00	\$ -
Totals:	\$ 673,690.00	\$ -
Net Change by Change Order:	\$	673,690.00

1. Original Contract Price.....	\$	17,951,200.00
2. Net change by Change Orders.....	\$	673,690.00
3. Current Contract Price (Line 1 ± 2).....	\$	18,624,890.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	18,408,559.00
5. Retainage		
a. 5.0% X \$ 18,337,502.00 Work Completed.....	\$	916,875.10
b. 5.0% X \$ 71,057.00 Stored Material.....	\$	3,552.85
c. Early Release of Retainage.....	\$	770,427.95
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	150,000.00
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	18,258,559.00
7. Less Previous Payments (Line 6 from prior Application).....	\$	17,825,390.77
8. Amount Due This Application.....	\$	433,168.23
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	366,331.00

Payment of: \$433,168.23

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

is recommended by:

(Engineer)

5/3/2022
(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:

Date:

5/3/2022

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Grimes RO WTP - Phase 1			Application Number:	27 (Twenty-seven)		
Application Period:	4/1/2022	to	4/30/2022		Application Date:	5/3/2022		
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	\$ 350.00		\$ 80,000.00	100.00%	\$ -
01.04	Submittal Software Allowance	\$ 18,000.00	\$ 9,000.00	\$ 9,000.00		\$ 18,000.00	100.00%	\$ -
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	\$ 41,000.00	\$ 1,000.00		\$ 42,000.00	90.28%	\$ 4,521.00
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	\$ 284,354.00	\$ -		\$ 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	\$ 1,540.00	\$ -		\$ 1,540.00	100.00%	\$ -

A		B	Work Completed		E	F		G
Specification Section Number	Description	Scheduled Value (\$)	C	D	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	\$ 16,572.00	\$ -		\$ 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 Frabrication	\$ 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	\$ 1,182,300.00	\$ 3,000.00		\$ 1,185,300.00	99.73%	\$ 3,253.00
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	\$ 35,574.00	\$ 750.00		\$ 36,324.00	97.91%	\$ 776.00
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ 60,580.00	\$ 2,000.00		\$ 62,580.00	93.82%	\$ 4,120.00
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	Buildng Overflow Drain Pipe	\$ 190,780.00	\$ 190,780.00	\$ -		\$ 190,780.00	100.00%	\$ -
33.01.3	Sanitary Sewer Pipe & Structures	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
33.01.4	Concentrate Pipe	\$ 397,450.00	\$ 397,450.00	\$ -		\$ 397,450.00	100.00%	\$ -
33.01.5	Perm Drain and Structure	\$ 218,730.00	\$ 218,730.00	\$ -		\$ 218,730.00	100.00%	\$ -
33.01.6	RAW Piping	\$ 54,900.00	\$ 54,900.00	\$ -		\$ 54,900.00	100.00%	\$ -
33.01.7	FW Piping	\$ 470,720.00	\$ 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
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
46.01	Chemical Feed / Valves / Mixers	\$ 407,871.00	\$ 407,371.00	\$ 500.00		\$ 407,871.00	100.00%	\$ -
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	\$ 750.00		\$ 159,750.00	99.54%	\$ 743.00
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%	\$ -
CO-004	Change Order #4	\$ 252,404.00	\$ -	\$ 55,229.00	\$ 51,257.00	\$ 106,486.00	42.19%	\$ 145,918.00
	Total	\$ 18,624,890.00	\$ 18,264,923.00	\$ 72,579.00	\$ 71,057.00	\$ 18,408,559.00	98.84%	\$ 216,331.00

Stored Material Summary

Contractor's Application

[illegible]

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:	27 (Twenty-seven)
					Application Date:	5/3/2022
Application Period:	From:	4/1/2022	To:	4/30/2022	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
004	2/8/2022	\$ 252,404.00

Revised Contract Amount: \$ 18,624,890.00

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 to 015	11/20/2020 to	\$ 5,415,027.55
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	PENDING	\$ 65,327.70

Total Estimates Paid to Date: \$ 17,825,390.77

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Total Construction Cost: \$ 17,825,390.77

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 10, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: March 31, 2022 Through: April 29, 2022

Contract Summary

Original Contract Amount:	\$	8,068,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	8,068,100.00	
Total completed and stored to date:	\$	349,605.82	
Retainage: 5 % of Completed Work:	\$	17,480.29	
Total Earned less Retainage:	\$	332,125.53	
Less previous applications for payment:	\$	179,581.03	
SUBTOTAL	\$	152,544.50	

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 152,544.50

Balance to finish, including retainage: \$ 7,735,974.47

Contract Time Remaining (If applicable) 489.00 Working Days

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

Construction Contractor Approval: Shank Constructors, Inc.

Signature

Firm Name

5/3/2022

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Signature

Firm Name

5-3-22

Date

City of Grimes Staff Approval:

Signature

5-4-22

Date

City of Grimes Council Approval:

Signature

Date

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

E-mail: mahrens@grimesiowa.gov

Phone: (515) 986-4050

Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Mobilization	LS	1.00		1.00	\$285,000.00	\$ 285,000.00	40%	\$ 114,000.00	60%	40.00%
2	Site Demolition	LS	1.00		1.00	\$115,000.00	\$ 115,000.00	10%	\$ 11,500.00	90%	10.00%
3	Earth Retention	LS	1.00		1.00	\$ 1,921,503.00	\$ 1,921,503.00		\$ -	100%	0.00%
4	Earthwork	LS	1.00		1.00	\$546,000.00	\$ 546,000.00	10%	\$ 54,600.00	90%	10.00%
5	Site Utilities	LS	1.00		1.00	\$ 1,104,000.00	\$ 1,104,000.00	10%	\$ 110,400.00	90%	10.00%
6	Site Concrete	LS	1.00		1.00	\$35,000.00	\$ 35,000.00		\$ -	100%	0.00%
7	Cast In Place Concrete	LS	1.00		1.00	\$ 1,388,210.00	\$ 1,388,210.00		\$ -	100%	0.00%
8	Precast Materials	LS	1.00		1.00	\$207,500.00	\$ 207,500.00		\$ -	100%	0.00%
9	Precast Erection	LS	1.00		1.00	\$36,400.00	\$ 36,400.00		\$ -	100%	0.00%
10	Wood Blocking	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	100%	0.00%
11	Roofing	LS	1.00		1.00	\$40,200.00	\$ 40,200.00		\$ -	100%	0.00%
12	Hatches	LS	1.00		1.00	\$24,500.00	\$ 24,500.00		\$ -	100%	0.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	\$18,250.00	\$ 18,250.00		\$ -	100%	0.00%
14	Coiling Door	LS	1.00		1.00	\$23,500.00	\$ 23,500.00		\$ -	100%	0.00%
15	Painting	LS	1.00		1.00	\$25,000.00	\$ 25,000.00		\$ -	100%	0.00%
16	Specialties	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	100%	0.00%
17	Bar Screens	LS	1.00		1.00	\$309,220.00	\$ 309,220.00		\$ -	100%	0.00%
18	Submersible Pumps	LS	1.00		1.00	\$333,000.00	\$ 333,000.00		\$ -	100%	0.00%
19	Slide Gates	LS	1.00		1.00	\$39,460.00	\$ 39,460.00		\$ -	100%	0.00%
20	Inside Process Piping	LS	1.00		1.00	\$227,000.00	\$ 227,000.00		\$ -	100%	0.00%
21	Jib Crane	LS	1.00		1.00	\$58,000.00	\$ 58,000.00		\$ -	100%	0.00%
22	Plumbing	LS	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	100%	0.00%
23	HVAC	LS	1.00		1.00	\$329,460.00	\$ 329,460.00		\$ -	100%	0.00%
24	Electrical	LS	1.00		1.00	\$985,097.00	\$ 985,097.00	6%	\$ 59,105.82	94%	6.00%
25					-	\$ -	\$ -		\$ -	-	0.00%
26					-	\$ -	\$ -		\$ -	-	0.00%
27					-	\$ -	\$ -		\$ -	-	0.00%
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46					-	\$ -	\$ -		\$ -	-	0.00%
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66					-	\$ -	\$ -		\$ -	-	0.00%
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68					-	\$ -	\$ -		\$ -	-	0.00%
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71					-	\$ -	\$ -		\$ -	-	0.00%
72					-	\$ -	\$ -		\$ -	-	0.00%
73					-	\$ -	\$ -		\$ -	-	0.00%
74					-	\$ -	\$ -		\$ -	-	0.00%
75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,068,100.00

\$ 349,605.82

-95.67%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	\$ 179,581.03
2		
3		
4		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
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TOTAL \$ 179,581.03

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	552.00
Added by Change Order:	
Contract Time to Date:	552.00
Time Used to Date:	63.00
Contract Time Remaining:	489.00

Job Number: 21-059

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 10, 2022 PAYMENT REQUEST # 6
PAYMENT PERIOD: From: April 3, 2022 Through: April 30, 2022

Contract Summary

Original Contract Amount: \$ 618,328.75
Net change by Change Orders: \$ 37,205.56
Contract Amount to Date: (line 1 ± 2) \$ 655,534.31

Total completed and stored to date: \$ 649,294.31
Retainage: 2 % of Completed Work: \$ 12,985.89
Total Earned less Retainage: \$ 636,308.42
Less previous applications for payment: \$ 588,074.14
SUBTOTAL \$ 48,234.28

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 48,234.28

Balance to finish, including retainage: \$ 19,225.89

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval: Concrete Technologies, Inc.

Signature: [Signature] Firm Name: Concrete Technologies, Inc. Date: 5-3-22

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: MSA Professional Services, Inc. Date: 05/04/2022

City of Grimes Staff Approval: [Signature]

Signature: [Signature] Date: 5-4-22

City of Grimes Council Approval:

Signature: [Signature] Date:

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

CONTRACT PRICE DETAIL											
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Topsoil, On-Site	CY	2,935.00		2,935.00	\$ 4.15	\$ 12,180.25	2,935.00	\$ 12,180.25	-	100.00%
2.02	Excavation Class 10, Onsite	CY	6,640.00		6,640.00	\$ 13.50	\$ 89,640.00	6,640.00	\$ 89,640.00	-	100.00%
2.03	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	\$ 5,150.00	\$ 5,150.00	1.00	\$ 5,150.00	-	100.00%
2.04	Subgrade Preparation, 6" Thickness	SY	6,600.00		6,600.00	\$ 3.35	\$ 22,110.00	6,600.00	\$ 22,110.00	-	100.00%
2.05	Subbase, Granular, 8" Thickness	SY	6,600.00		6,600.00	\$ 12.00	\$ 79,200.00	6,600.00	\$ 79,200.00	-	100.00%
4.01	Storm Sewer, 15" RCP	LF	294.00	4.00	298.00	\$ 49.50	\$ 14,751.00	298.00	\$ 14,751.00	-	100.00%
4.02	Apron, RCP, 15" DIA	EA	2.00		2.00	\$ 1,340.00	\$ 2,680.00	2.00	\$ 2,680.00	-	100.00%
5.01	Water Main, Trenched, PVC, 8 Inch	LF	120.00	(10.00)	110.00	\$ 67.00	\$ 7,370.00	110.00	\$ 7,370.00	-	100.00%
6.01	Intake, SW-501	EA	2.00		2.00	\$ 2,820.00	\$ 5,640.00	2.00	\$ 5,640.00	-	100.00%
6.02	Intake, SW-505	EA	1.00		1.00	\$ 5,100.00	\$ 5,100.00	1.00	\$ 5,100.00	-	100.00%
6.03	Intake, SW-512, 36 in Dia	EA	2.00		2.00	\$ 2,835.00	\$ 5,670.00	2.00	\$ 5,670.00	-	100.00%
6.04	Manhole, SW-401, 48 in Dia	EA	3.00	(2.00)	1.00	\$ 5,820.00	\$ 5,820.00	1.00	\$ 5,820.00	-	100.00%
7.01	Removal of Pavement	SY	170.00	25.80	195.80	\$ 20.50	\$ 4,013.90	195.80	\$ 4,013.90	-	100.00%
7.02	Pavement, PCC, 6"	SY	6,050.00		6,050.00	\$ 33.75	\$ 204,187.50	6,050.00	\$ 204,187.50	-	100.00%
7.03	Sidewalk, PCC, 5"	SY	395.00		395.00	\$ 49.00	\$ 19,355.00	395.00	\$ 19,355.00	-	100.00%
7.04	Sidewalk, PCC, 6"	SY	82.00	66.40	148.40	\$ 60.00	\$ 8,904.00	148.40	\$ 8,904.00	-	100.00%
7.05	Sidewalk, Shared Use Path, and Driveway Assurance Testing	LS	1.00		1.00	\$ 825.00	\$ 825.00	1.00	\$ 825.00	-	100.00%
8.01	Traffic Control	LS	1.00		1.00	\$ 950.00	\$ 950.00	1.00	\$ 950.00	-	100.00%
8.02	Painted Pavement Markings, Waterborne	STA	42.00		42.00	\$ 128.00	\$ 5,376.00	42.00	\$ 5,376.00	-	100.00%
8.03	Painted Symbols and Legends, Waterborne	EA	12.00		12.00	\$ 88.00	\$ 1,056.00	12.00	\$ 1,056.00	-	100.00%
9.01	Conventional Seeding and Fertilizing, Type 1	AC	1.40		1.40	\$ 1,290.00	\$ 1,806.00	1.40	\$ 1,806.00	-	100.00%
9.02	Hydromulching, Bonded Fiber Matrix	AC	1.40		1.40	\$ 3,350.00	\$ 4,690.00	1.40	\$ 4,690.00	-	100.00%
9.03	Wattle, 6" Diameter, Installation	LF	1,000.00	(268.00)	732.00	\$ 1.55	\$ 1,134.60	732.00	\$ 1,134.60	-	100.00%
9.04	Wattle, 6" Diameter, Removal	LF	1,000.00	(450.00)	550.00	\$ 0.25	\$ 137.50	550.00	\$ 137.50	-	100.00%
9.05	Remove and Relocate, Trees and Shrubs	EA	9.00	(1.00)	8.00	\$ 390.00	\$ 3,120.00	8.00	\$ 3,120.00	-	100.00%
9.06	Trees, 6' Height, Blue Spruce	EA	16.00	(16.00)	-	\$ 390.00	\$ -	-	\$ -	-	0.00%
9.07	Rip Rap, Class E	TON	20.00	(1.65)	18.35	\$ 103.00	\$ 1,890.05	18.35	\$ 1,890.05	-	100.00%
9.08	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1.00		1.00	\$ 1,545.00	\$ 1,545.00	1.00	\$ 1,545.00	-	100.00%
9.09	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00		1.00	\$ 2,320.00	\$ 2,320.00	1.00	\$ 2,320.00	-	100.00%
11.01	Mobilization	LS	1.00		1.00	\$ 45,750.00	\$ 45,750.00	1.00	\$ 45,750.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 1,830.00	\$ 1,830.00	1.00	\$ 1,830.00	-	100.00%
11.03	Electrical Work	LS	1.00		1.00	\$ 39,200.00	\$ 39,200.00	1.00	\$ 39,200.00	-	100.00%
						\$ -	\$ -		\$ -	-	0.00%
	CHANGE ORDER #1				-	\$ -	\$ -		\$ -	-	0.00%
CO1 1	Valve, 8 in	EA		1.00	1.00	\$ 3,575.00	\$ 3,575.00	1.00	\$ 3,575.00	-	100.00%
CO1 2	Manhole, SW-402, 4' X 4', Cast-In-Place	EA		2.00	2.00	\$ 11,880.00	\$ 23,760.00	2.00	\$ 23,760.00	-	100.00%
					-	\$ -	\$ -		\$ -	-	0.00%
	CHANGE ORDER #2				-	\$ -	\$ -		\$ -	-	0.00%
CO2 1	Convert existing meter to 200 AMP	LS		1.00	1.00	\$ 3,854.18	\$ 3,854.18	1.00	\$ 3,854.18	-	100.00%
CO2 2	100 AMP service to storage shed	LS		1.00	1.00	\$ 9,837.25	\$ 9,837.25	1.00	\$ 9,837.25	-	100.00%
CO2 3	Additional underground circuit for lighting	LS		1.00	1.00	\$ 2,457.08	\$ 2,457.08	1.00	\$ 2,457.08	-	100.00%
CO2 4	HDPE Tile Line, 45 LF	LS		1.00	1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00	-	100.00%
					-	\$ -	\$ -		\$ -	-	0.00%
	CHANGE ORDER #3				-	\$ -	\$ -		\$ -	-	0.00%
CO3	Sanitary Sewer, Mahole Adjustment, Minor	EA		1.00	1.00	\$ 1,089.00	\$ 1,089.00	1.00	\$ 1,089.00	-	100.00%
						\$ -	\$ -		\$ -	-	0.00%
					-	\$ -	\$ -		\$ -	-	0.00%
					-	\$ -	\$ -		\$ -	-	0.00%
					-	\$ -	\$ -		\$ -	-	0.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 649,294.31

\$ 649,294.31

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 12, 2021	\$ 110,011.09
2	November 9, 2021	\$ 178,207.27
3	December 14, 2021	\$ 299,128.36
4	January 25, 2022	\$ 198.79
5	April 12, 2022	\$ 528.63
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Previous Applications for Payment

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TOTAL \$ 588,074.14

Record of Change Orders

No.	Date	Amount
1	October 12, 2021	\$ 15,695.00
2	November 9, 2021	\$ 17,468.51
3	December 14, 2021	\$ 1,089.00
4	May 10, 2022	\$ 2,953.05
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TOTAL \$ 37,205.56

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 10, 2022 **PAYMENT REQUEST #** 41
PAYMENT PERIOD: From: March 20, 2022 Through: April 16, 2022

Contract Summary

Original Contract Amount:	\$	882,000.00	
Net change by Change Orders:	\$	626,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,508,000.00	
Total completed and stored to date:	\$	648,340.92	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	648,340.92	
Less previous applications for payment:	\$	614,769.68	
SUBTOTAL	\$	33,571.24	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 33,571.24

Balance to finish, including retainage: \$ 859,659.08

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to:

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

E-mail:

mahrens@grimesiowa.gov

Phone:

(515) 986-4050

Fax:

(515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 9, 2019	\$ 3,410.10
2	May 14, 2019	\$ 3,784.00
3	June 11, 2019	\$ 3,084.78
4	July 9, 2019	\$ 4,757.29
5	August 13, 2019	\$ 1,845.40
6	September 10, 2019	\$ 228.91
7	October 8, 2019	\$ 877.32
8	November 12, 2019	\$ 4,026.12
9	December 9, 2019	\$ 9,595.24
10	January 14, 2020	\$ 4,855.90
11	February 11, 2020	\$ 2,699.94
12	March 10, 2020	\$ 1,328.45
13	April 14, 2020	\$ 1,506.55
14	February 11, 2020	\$ 24,359.53
15	March 10, 2020	\$ 10,500.50
16	April 14, 2020	\$ 5,165.23
17	May 12, 2020	\$ 11,490.30
18	June 9, 2020	\$ 6,605.10
19	July 14, 2020	\$ 57,078.16
20	August 11, 2020	\$ 36,812.00
21	September 22, 2020	\$ 45,013.14
22	October 13, 2020	\$ 32,958.72
23	November 10, 2020	\$ 28,597.90
24	December 22, 2020	\$ 11,743.35
25	January 12, 2021	\$ 5,444.50
26	February 9, 2021	\$ 27,474.28
27	March 9, 2021	\$ 11,301.96
28	April 27, 2021	\$ 15,104.50
29	May 11, 2021	\$ 9,751.90
30	June 8, 2021	\$ 17,322.10
31	July 13, 2021	\$ 19,548.00
32	August 10, 2021	\$ 5,586.82
33	September 14, 2021	\$ 11,200.40
34	October 12, 2021	\$ 12,977.06
35	November 9, 2021	\$ 27,432.50

TOTAL \$ 614,769.68

Previous Applications for Payment

No.	Date	Amount
36	December 14, 2021	\$ 10,413.05
37	January 11, 2022	\$ 70,000.00
38	February 8, 2022	\$ 18,414.00
39	March 8, 2022	\$ 13,086.08
40	April 12, 2022	\$ 27,388.60
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Record of Change Orders

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

Contract Time Remaining

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

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

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

April 22, 2022
Project No: 128108
Invoice No: 4

Project Manager H. Veenstra Jr.

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

Professional Services from March 20, 2022 to April 16, 2022

Professional Personnel

	Hours	Rate	Amount	
Management I	5.00	186.00	930.00	
Clerical II	7.00	70.00	490.00	
Clerical III	7.00	60.00	420.00	
Process Engineer I	14.00	203.00	2,842.00	
Engineer I-D	5.00	160.00	800.00	
Engineer III-B	2.50	128.00	320.00	
Engineer V	112.00	113.00	12,656.00	
Engineer X	3.00	83.00	249.00	
Drafter IB	4.00	100.00	400.00	
Drafter II	14.00	94.00	1,316.00	
Surveyor I	.50	127.00	63.50	
Technician I	24.00	93.00	2,232.00	
Technician II	7.00	86.00	602.00	
Technician III	96.00	79.00	7,584.00	
Technician IV	4.00	77.00	308.00	
Technician V	1.00	71.00	71.00	
Totals	306.00		31,283.50	
Total Labor				31,283.50

Reimbursable Expenses

Miscellaneous Expense	780.00	
Total Reimbursables	780.00	780.00

Unit Billing

Mileage	63.77	
Mileage	588.51	
Mileage	100.62	
Printing	3.28	
Robotics	660.00	
Drone	75.00	
Duplication	16.56	
Total Units	1,507.74	1,507.74

Project	128108	WRA Connector - Phase 2 - CS	Invoice	4
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Billing Limits	Current	Prior	To-Date
Total Billings	33,571.24	41,769.68	75,340.92
Limit			900,000.00
Remaining			824,659.08
		Total this Invoice	\$33,571.24

Billings to Date

	Current	Prior	Total
Labor	31,283.50	40,626.50	71,910.00
Expense	780.00	426.23	1,206.23
Unit	1,507.74	716.95	2,224.69
Totals	33,571.24	41,769.68	75,340.92

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 10, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: March 1, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	\$	147,300.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	147,300.00	
Total completed and stored to date:	\$	56,250.00	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	56,250.00	
Less previous applications for payment:	\$	48,907.50	
SUBTOTAL	\$		7,342.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,342.50

Balance to finish, including retainage: \$ 91,050.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Snyder & Associates, Inc.
Signature: Todd Knox Date: 4/22/22

Engineer / Consultant Approval:
Signature: Date:
City of Grimes Staff Approval: Signature: Date: 5-4-22

City of Grimes Council Approval:
Signature: Date:

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2022	\$ 26,632.50
2	March 8, 2022	\$ 13,860.00
3	April 12, 2022	\$ 8,415.00
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Previous Applications for Payment

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TOTAL \$ 48,907.50

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



April 22, 2022

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

RE: PROGRESS REPORT NO. 4
TRAFFIC SIGNAL NETWORK COMMUNICATION PROJECT
PROJECT NO.: 121.0846.01

Dear Mr. Ahrens:

This is the fourth progress report for the above-referenced project. This report covers work from March 1st through March 31st, 2022. During this period, we completed the concepts of operations, system requirements, and draft of the request for proposals. Remaining work includes finalizing the RFP, verification, and validation documents of the Systems Engineering process.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

Todd Knox
Project Manager



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 30, 2022

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

Invoice No: 121.0846.01 - 4

Finance Budget Code 340-230-6407

Project 121.0846.01 Traffic Signal Network Communication Project

Professional Services through March 31, 2022

Basic Services

	Hours	Rate	Amount	
Engineer VII	44.50	165.00	7,342.50	
Total Services	44.50		7,342.50	
Total Services				7,342.50
Billing Limits	Current	Prior	To-Date	
Total Billings	7,342.50	48,907.50	56,250.00	
Limit			94,550.00	
Remaining			38,300.00	
		Phase Subtotal		\$7,342.50

Construction Services

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

Amount Due this Invoice \$7,342.50

	Total	Prior	Current
Billings to Date	56,250.00	48,907.50	7,342.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Water Works Park Splash Pad
Contractor: ISG
Address: 115 East Hickory St, Suite 300 Mankato, MN 56001
Finance Budget Code: 348-430-6407 **Finance Project #** -
Vendor Project or Invoice #: 80832 **PO #** -
Original Contract Date: September 14, 2021 **Vendor #** 4025

Date of Council Meeting: May 10, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: March 1, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	\$	211,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	211,600.00	
Total completed and stored to date:	\$	208,800.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	208,800.00	
Less previous applications for payment:	\$	192,683.49	
SUBTOTAL	\$		16,116.51

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 16,116.51

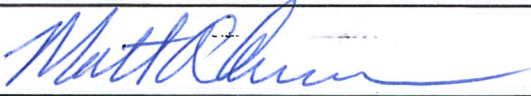
Balance to finish, including retainage: \$ 2,800.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: ISG
Signature:  Firm Name: _____ Date: April 8, 2022

Engineer / Consultant Approval: _____
Firm Name: _____
Signature: _____ Date: _____

City of Grimes Staff Approval:  _____
Signature: _____ Date: 5-4-22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 26, 2021	\$ 2,500.00
2	November 23, 2021	\$ 12,500.00
3	December 14, 2021	\$ 26,526.00
4	January 25, 2022	\$ 45,622.00
5	February 22, 2022	\$ 33,535.49
6	March 22, 2022	\$ 72,000.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 192,683.49

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	<u>Working Days</u>
Original Contract Date:	<u>September 14, 2021</u>
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	<u>-</u>
Time Used to Date:	
Contract Time Remaining:	<u>-</u>



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

City of Grimes, IA
EMAIL
410 SE Main St, Suite 102
Grimes, IA 50111

Invoice Number 80832
Date 03/31/2022

**Project 21-25768 Grimes Water
Works Park Improvements - Grimes,
IA**

Progress billing for professional services provided through date of invoice

Water Works Park Splash Pad
Finance Budget Code – 348-430-6407
Vendor # - 4025

INCLUDE PAY APP

Description	Contract Amount	Prior Billed	Current Billed
Survey	\$9,300.00	\$9,300.00	
Geotechnical Coordination	\$3,500.00	\$3,500.00	
Design Development	\$57,500.00	\$57,500.00	
Construction Documents	\$135,000.00	\$122,383.49	\$12,616.51
Bidding	\$6,300.00		\$3,500.00
Reimbursables			
	\$211,600.00	\$192,683.49	\$16,116.51

Invoice Amount \$16,116.51

Payment Terms: Net 30 days from invoice date. Thank you.
Past due balances are subject to late fees in the amount of 1.5% per month.

If you have a question regarding your invoice, please e-mail ar@ISGInc.com

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 #: 287614 **PO #**
Original Contract Date: October 22, 2019 **Vendor #** 2820

Date of Council Meeting: May 10, 2022 **PAYMENT REQUEST #** 27
PAYMENT PERIOD: From: March 18, 2022 Through: April 22, 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:	\$	294,327.30	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	294,327.30	
Less previous applications for payment:	\$	285,824.80	
SUBTOTAL	\$	8,502.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,502.50

Balance to finish, including retainage: \$ 165,867.70

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

03 MAY 2022

Date

City of Grimes Staff Approval:

Signature

5-4-22

Date

City of Grimes Council Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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
26	April 26, 2022	\$ 11,792.50
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BMI Invoice

242868
244361
245964
246888
249839
251444
253004
254565
255930
257659
259408
260929
262389
263856
265171
266601
268401
269818
271701
273218
274927
277027
278565, 28013
284263

TOTAL \$ 285,824.80

Previous Applications for Payment

No.	Date	Amount
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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

April 22, 2022

Project No: A13.120005

Invoice No: 0287614

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	27.00	4,652.00	
Administrative	5.50	429.00	
Specialist	1.00	150.00	
Design Engineer	2.00	244.00	
Project Engineer	13.00	1,976.00	
Senior Project Engineer	2.50	437.50	
Totals	51.00	7,888.50	
Total Labor			7,888.50

Total this Task \$7,888.50

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 \$8,520.50**

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 #: 287365 **PO #**
Original Contract Date: June 8, 2021 **Vendor #** 2820

Date of Council Meeting: May 10, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: March 18, 2022 Through: April 15, 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:	\$	32,483.68	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	32,483.68	
Less previous applications for payment:	\$	16,898.18	
SUBTOTAL	\$		15,585.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 15,585.50

Balance to finish, including retainage: \$ 19,476.32

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:

Bolton & Menk, Inc.

Firm Name

Signature Date 03 MAY 2022

City of Grimes Staff Approval:

Signature Date 5-4-22

City of Grimes Council Approval:

Signature Date

Submit to: Kevin Hensley - Director of Public Works - Public Works Department

E-mail: khensley@grimesiowa.gov Phone: (515) 986-9636 Fax: (515) 986-4480

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
6	April 26, 2022	\$ 3,916.00
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BMI Invoice

274926
277160
281812
283418
284729
283418

Previous Applications for Payment

No.	Date	Amount
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TOTAL

\$ 16,898.18

Record of Change Orders

No.	Date	Amount
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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:	-

INVOICE

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

April 15, 2022
Project No: 0A1.124882
Invoice No: 0287365
Client Account: GRIMES_CI_IA

Grimes/2021 Asphalt Overlay

Design Services (001)

Professional Services

	Hours	Amount	
Principal	19.00	3,268.00	
Administrative	10.50	819.00	
Specialist	8.00	1,200.00	
Design Engineer	50.50	5,890.00	
Survey Technician	15.50	1,908.00	
Technician	18.00	2,180.50	
Project Manager	2.00	320.00	
Totals	123.50	15,585.50	
Total Labor			15,585.50
Total this Task			\$15,585.50
Total this Invoice			\$15,585.50

[illegible]

CITY OF GRIMES CLAIMS 5 10 2022

3M COMPANY	REFLECTIVE SIGN MATERIAL	2,100.00
ARDICK EQUIPMENT	VARIOUS SIGN MOUNTING HARDWARE	1,551.00
A KINGS THRONE LLC	PORTA POT RENTAL - N COMPLEX	1,774.50
AIA CORPORATION	DUTY UNIFORM - WHEELER	61.85
EUROFINS TESTAMERICA	WATER LABS	1,673.00
SHERWIN WILLIAMS CO.	PAINT - LIONS PARK	80.87
BAKER & TAYLOR	MATERIALS - LIBRARY	1,520.47
BANKERS TRUST	CONFERENCES/HOTEL/CERT/MKT SUB	9,154.65
BARCO PRODUCTS	STAKES/KP FT TRFFC OFF NW SEED	425.59
BISHOP ENGINEERING	HRTG@GRIMES KNDRCR PLZ TC PHS2	1,500.00
BLACK HILLS ENERGY	UTILITIES	3,412.96
SHADE TREE AUTO	SHADE TREE AUTO TIF 1/2 FY22	8,134.00
BOMGAARS	SAFETY - ENGINEERS	1,219.32
BSN SPORTS	SPORTS EQUIPMENT FOR LEAGUES	1,628.00
KOCH OFFICE GROUP	COPIER OVERAGE	96.15
CDW GOVERNMENT, INC.	NETWORK CLOSET BUILD OUT	8,290.13
CAPITAL CITY EQUIP. CO.	S411 UTV STEERING REPAIR	323.4
CENTRAL IOWA PEST	PEST CONTROL - GCC	325
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CONCRETE TECHNOLOGIES INC	N SPORTS COMPLEX PARKING LOT	48,234.28
CULLIGAN WATER COND.	WATER COOLER - LIBRARY	9.95
DALLAS COUNTY RECORDER	HOPE ORTON LLC-CITY OF GRIMES	37
DELL MARKETING L.P.	EQUIPMENT UPGRADES	2,829.98
ELDER CORPORATION	HWY 141 & HWY 44 TRAFF SIGNAL	2,610.76
FINISH LINE AUTO WORKS	SW112-TIRE REPLACEMENT	959
HAWKEYE TRUCK EQUIPMENT	S203 MAIN HOIST REPLACEMENT	1,786.96
HY-VEE	HYVEE #1 TIF FY22 SECOND 1/2	20,477.50
HAWKINS INC.	AMMONIA/DRNKNG WTR DSNFCTN	585.22
HERITAGE AT GRIMES LLC	HERITAGE @ GRIMES TIF FY22- 1/2 YR	785,952.00
RODAN OFFICE CLEANING	CLEANING - LIBRARY	630
HILLYARD	SUPPLIES	627.5
HOPE ORTON, LLC	EASEMENT-WRA	34,500
HOTSY CLEANING SYSTEMS, I	UNDER CARRIAGE CLNR/EQPT MAINT	1,300.00
IOWA DEPT OF REVENUE	APRIL WATER EXCISE/SALES TAX	19,699.00
IOWA ONE CALL	LOCATES	325.8
IOWA STATE UNIVERSITY	DS CRDNTR MPI SUMMER SESSION	512
JETCO, INC.	COMPUTER MOUNTS/RO PLANT	88.68
LOGAN CONTRACTORS SUPPLY	DOWEL BARS/EPOXY CONCRETE REPAIR	1,052.50
LOGOED APPAREL & PROMOTIO	CLOTHING CITY HALL STAFF	776.94
MAIL SERVICES	MONTHLY REMINDERS	468.96
MEDIACOM	INTERNET	479.19
METRO WASTE AUTHORITY	APRIL CURB IT/SOLID WASTE	21,875.34
MIDWEST INFLATABLES	SRP PRGRMMNG SPPLIES - LIBRARY	600
MIDAMERICAN ENERGY	ELECTRIC	125.77
MISSISSIPPI LIME CO.	QUICKLIME	7,624.81
MUNICIPAL SUPPLY, INC.	METER GASKET/2 METER HEAD"	50
O'REILLY AUTO PARTS	OIL FILTERS	207.85
OFFICE DEPOT CITY HALL	OFFICE SUPPLIES/TP/PAPER/BNDRS	237.51
PETERSON PEST & TERMITE	PEST CONTROL - LIBRARY	35
PLUMB SUPPLY CO. - DM	PLUMBING FIXTURES - SCOMPLEX	256.6
ARSL	ARSL ORG MEMBERSHIP - LIBRARY	225
POLK CO RECORDER	EASEMENT	165
POLK COUNTY TREASURER	APRIL CONTRACT/LAW ENFORCEMENT	111,412.00
RACOM CORPORATION	EMS RADIO ACCESS	709.78
TNC LLC	TNC TIF 1/2 FY22	262
SNYDER & ASSOCIATES	TRAFF SIGN NET COMM PROJECT	7,342.50
STIVERS FORD	2 VEHICLES WSTEWTR/PW ADMIN	65,286.49
TOTAL QUALITY	MAY CONTRACT/MOWING	6,562.71
US WATER	APRIL BILL	74,223.91
VERIZON WIRELESS, BELLEVU	IPADS	328.98
VEENSTRA AND KIMM, INC.	WRA CONNECTOR PHASE 2 ENGINEER	33,571.24
GUTHRIE DAVE	LOCATING/WD TRAINING FEICK	213.04
WILLIAMS SCOTSMAN, INC	FD MOBILE OFFICE	376.45
ELM USA	DISC BUFFER - LIBRARY	25
RJ MARTIN EXCAVATING & TR	HAULING BALL DIAMOND LIME	980

BLANK PARK ZOO	PROGRAMMING SUPPLIES - LIBRARY	110
EFTPS	FED/FICA TAX	46,924.86
KANOPY INC	MATERIALS - LIBRARY	33
TOTAL FAMILY EYE CARE	TOTAL FAMILY TIF FY22-1/2 YR	6,464.50
ESRI	ARC GIS IMAGE ANALYSIS	300
MENARDS GRIMES	REPAIR BTHRM SHELTER LIONS PK	3,675.90
MI-FIBER, LLC	INTERNET	472.8
BOLTON AND MENK INC	2021 ASPHALT OVERLAY PROJECT	24,088.00
IOWA STONE SUPPLY	IOWA STONE TIF FY22 2ND 1/2	14,462.00
DAIMLER TRUCKS N AMERICA	DAIMLER TIF FY22 2ND 1/2	140,429.00
R&R REALTY GROUP	PRAIRIE BUS PK TIF FY22 1/2 YR 2 AGRMTS	245,915.50
SHANK CONSTRUCTORS INC	RO WATER TREATMENT PLANT	585,712.73
VOYA	DEFER COMP PRE	3,613.46
AIG	DEFER COMP PRE	432.5
HORACE MANN	DEFER COMP ROTH	275
MASSMUTUAL	DEFER COMP ROTH	955
STRAUSS SECURITY SOLUTIOS	KEY FOBS	65
CHRISTENSEN DEVELOP 1 LLC	BUILDING CONSULTING - LIBRARY	10,000.00
MITEL	PHONES	1,953.62
BTG IOWA	HUBBELL #4 TIF FY22	47,025.00
ENCODEPLUS, LLC	ANNUAL LICENSE	7,500.00
THE BARN, LLC	FIELD MAINTENANCE BASE MARKERS	119.75
GROUP CREATIVE SERVICES	ART PROJECT FOR WATERWORKS PK	8,250.00
ANKENY SANITATION	APRIL RECYCLING	2,007.18
IOWACE	SPRNG CONF 2022 SCOTT CLYCE	180
ON TRACK CONSTRUCTION, LC	NW TER LIFT STATION & FORCE MN	16,399.38
RENEWABLE ENERGY GROUP	FUEL	3,415.23
I&S GROUP, INC	WATER WORKS PARK SPLASH PAD	16,116.51
EBS	EMPLOYEE INSURANCE	3,455.31
SYNERGY FIRE & SAFETY	SLUDGE HAULING	20,891.40
HENSLEY KEVIN	HOTEL REIMBURSEMENT/CONFERENCE	1,019.16
DEPT OF ADMIN SERVICES	RIC PLANS ANNUAL	50
CITY OF GRIMES FLEX	EMPLOYEE FLEX	3,323.98
INSTITUTE FOR TRANSPORT	ACSSBL SW/CRB RMPS TRAINING	50
EZ LINER	PAINT SCREEN & NOZZLE	425.66
PROFESSIONAL DEVELOPMENT	ANDERSON TRAINING	1,995.00
ZOOM VIDEO COMM,, INC.	OVERAGE FEE	2
KASTNER, LLC	HUBBELL #5 TIF FY22 1/2 YR	54,458.50
DEPOSIT REFUNDS	REFUND DATE 04/28/2022	761.95
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>131,492.19</u>
	CLAIMS TOTAL	2,706,110.58
	GENERAL FUND	330,289.91
	LIBRARY FUND FUND	24,582.33
	ROAD USE TAX FUND	39,738.35
	EMPLOYEE BENEFITS FUND	50
	TAX INCREMENT FINANCING FUND	1,323,580.00
	CP-Water Plant Exp 2019 FUND	433,168.23
	WRA SANI SEWER PHASE 1 FUND	68,071.24
	NW TERRITORY LIFT STATION FUND	16,399.38
	HWY44 & COUNTY LN RD 2020 FUND	8,502.50
	HWY 141 & HWY 44 SIGNAL FUND	2,610.76
	ANNUAL SIGNAL IMPROVEMENT FUND	7,342.50
	N SPORTS COMPLEX PARKING FUND	48,234.28
	SPLASH PAD FUND	16,116.51
	GRIMES LIBRARY BLDG FUND FUND	10,000.00
	WRA SANI SWR PHS 4 FUND	152,544.50
	WATER FUND	70,392.39
	WATER DEPOSITS FUND	746.25
	SEWER FUND	114,126.33
	LANDFILL/GARBAGE FUND	23,874.82
	STORM WATER FUND	<u>15,740.30</u>
		2,706,110.58



City of Grimes, Iowa

Utility Rate Recommendations

April 12, 2022

PFM Financial Advisors LLC

801 Grand Avenue
Suite 3300
Des Moines, IA

Susanne Gerlach

Director
gerlachs@pfm.com
515.724.5734

Matthew Stoffel

Senior Managing Consultant
stoffelm@pfm.com
515.724.5737



Sewer Rate Recommendation

7.5% rate increase effective July 1, 2022:

- Base rate (including the first 1,000 gallons):
 - ✓ Increase \$0.57 from \$7.65 to \$8.22
- Usage rate per 1,000:
 - ✓ Increase \$0.57 from \$7.65 to \$8.22

Impact to average monthly bill for residential customers based on 4,000 gallons per month:

- Increase \$2.28 per month from \$30.60 to \$32.88.

Primary factors for recommended rate increase:

- Reduction from prior year rate recommendation (+15%).
- \$38.2M SRF loan in 2022
- Preparing to be fully online with WRA in FY 2023-24

Metro Utility Bill Comparison	
Avg 4,000 gal/mo	
	Waste Water
Waukee	\$ 50.03
Norwalk	\$ 48.82
Altoona	\$ 44.28
Ankeny	\$ 43.33
Pleasant Hill	\$ 40.58
Des Moines	\$ 36.16
Clive	\$ 33.68
Johnston	\$ 33.34
Grimes	\$ 30.60
West Des Moines	\$ 28.90
Urbandale	\$ 23.20
Grimes Proposed FY2023	\$ 32.88
Monthly Increase	\$ 2.28
% Increase	7.5%



Water Rate Recommendation

◆ 2.5% rate increase (usage only) effective July 1, 2022:

- Usage rates per 1,000:
 - ✓ Increase of \$0.26 per 1,000 gallon from \$10.20 to \$10.46

◆ Impact to average monthly bill for residential customers based on 4,000 gallons per month:

- Increase \$1.04 per month from \$42.42 to \$43.46.

◆ Primary factor for recommended rate increase:

- Reduction from prior year rate increase recommendation of 12% primarily due to:
 - ✓ Increased FY2021 consumption up 30%
 - ✓ YTD FY2022 consumption up 12%
- \$10.3M of additional CIP projects added to schedule for FY2024.
- Rate increase are still needed as the water plant SRF debt service continues to increase annually through June 1, 2025.

Metro Utility Bill Comparison	
Avg 4,000 gal/mo	
	Water
Pleasant Hill	\$ 48.04
Grimes	\$ 42.42
Johnston	\$ 41.96
Waukee	\$ 40.92
Norwalk	\$ 36.44
Ankeny	\$ 32.97
Clive	\$ 32.92
Altoona	\$ 31.36
West Des Moines	\$ 28.99
Urbandale	\$ 28.58
Des Moines	\$ 28.40
Grimes Proposed FY2023	\$ 43.46
Monthly Increase	\$ 1.04
% Increase	2.5%



Storm Water Cash Flow Highlights

◆ Customers, Revenues & Expenditures

- 186 new storm water ERL's (June 2020 to June 2021 +4.0%)
- Total revenues were up 5.85%
- Operating expenses were down 1.3% vs FY 2020

◆ Cash Reserves are Strong

- June 30, 2021 ending cash was \$2,256,373

Metro Utility Bill Comparison Per Equivalent Residential Unit	
	Storm Water
Des Moines	\$ 15.87
Clive	\$ 10.42
Norwalk	\$ 7.50
West Des Moines	\$ 7.40
Johnston	\$ 7.05
Ankeny	\$ 6.50
Waukee	\$ 6.50
Grimes	\$ 6.38
Urbandale	\$ 6.00
Altoona	\$ 5.00
Pleasant Hill	\$ 3.50
Grimes Proposed FY 2023	\$ 6.38

No rate increase planned for FY 2023



Solid Waste Cash Flow Highlights

◆ Usage, Revenues & Expenditures

- 159 new solid waste customers (February 2021 to February 2022 +3.8%)
- Total solid waste revenues were up +5.87% over FY 2020
- Total operating expenses were down 4.8% vs FY 2020¹⁾

◆ Input Costs Effective July 1, 2022

- \$10.73 – Solid Waste fee
- \$4.32 – Recycling fee
- \$15.05 – City costs to provide services

◆ Inputs cost increases are metro wide due to the recent hauling RFP.

	Solid Waste
Waukee	\$ 17.00
Des Moines	\$ 15.66
Pleasant Hill	\$ 13.86
Norwalk	\$ 13.25
Johnston	\$ 13.21
Clive	\$ 13.20
West Des Moines	\$ 13.10
Urbandale	\$ 13.00
Altoona	\$ 11.83
Grimes	\$ 10.70
Ankeny ¹⁾	\$ 3.89
Grimes Proposed FY 2023	\$ 13.91

30% rate increase planned for FY 2023

- 1) The City Ankeny only offers recycling services. Fees listed are for recycling only.

1) Includes \$28,628 for 2 months of expenses paid out in FY 2022.



Metro Utility Rate Comparison¹⁾

Current Rate - Bill Comparison - Avg 4,000 gallons/mo					
By City	Water	Waste Water	Storm Water	Solid Waste	Total Bill
Waukee	\$ 40.92	\$ 50.03	\$ 6.50	\$ 17.00	\$ 114.45
Norwalk	\$ 36.44	\$ 48.82	\$ 7.50	\$ 13.25	\$ 106.01
Pleasant Hill	\$ 48.04	\$ 40.58	\$ 3.50	\$ 13.86	\$ 105.98
Des Moines	\$ 28.40	\$ 36.16	\$ 15.87	\$ 15.66	\$ 96.09
Johnston	\$ 41.96	\$ 33.34	\$ 7.05	\$ 13.21	\$ 95.56
Altoona	\$ 31.36	\$ 44.28	\$ 5.00	\$ 11.83	\$ 92.47
Clive	\$ 32.92	\$ 33.68	\$ 10.42	\$ 13.20	\$ 90.22
Grimes	\$ 42.42	\$ 30.60	\$ 6.38	\$ 10.70	\$ 90.10
Ankeny	\$ 32.97	\$ 43.33	\$ 6.50	\$ 3.89	\$ 82.80
West Des Moines	\$ 28.99	\$ 28.90	\$ 7.40	\$ 13.10	\$ 78.39
Urbandale	\$ 28.58	\$ 23.20	\$ 6.00	\$ 13.00	\$ 70.78
Grimes Proposed FY2023	\$ 43.46	\$ 32.88	\$ 6.38	\$ 13.91	\$ 96.63
Monthly Increase	\$ 1.04	\$ 2.28	\$ -	\$ 3.21	\$ 6.53
% Increase	2.5%	7.5%	0.0%	30.0%	7.2%

1) Rates include proposed July 1, 2022 rate increases for most metro communities. Final rates are subject to successfully completing the ordinance process.



APPENDIX

- Enterprise Fund Cash Flows
 - ✓ Sewer Cash Flow Analysis
 - ✓ Water Cash Flow Analysis
 - ✓ Storm Water Cash Flow Analysis
 - ✓ Solid Waste Cash Flow Analysis



Sewer Cash Flow Analysis

CITY OF GRIMES, IOWA

Sewer Enterprise Fund

WRA FY 2023 Budget as of =>

03-01-2022

EXHIBIT 1a

20 Year SRF Loan

Growth Assumptions	
Sewer Usage	7.85%
Interest Rate	1.00%
# Customer Meters	180
WRA Flow Growth	4.00%

SEWER REVENUE ADJUSTMENTS							
1-Jan-15	0.00%	1-Jan-19	0.00%	1-Aug-22	7.50%	1-Jul-26	7.50%
1-Jan-16	0.00%	15-Sep-19	15.50%	1-Jul-23	7.50%	1-Jul-27	4.00%
1-Jan-17	0.00%	1-Jul-20	15.00%	1-Jul-24	7.50%	1-Jul-28	4.00%
1-Jan-18	0.00%	1-Jul-21	0.00%	1-Jul-25	7.50%	1-Jul-29	4.00%

		Audit	Audit	Audit	2-year Budget	2-year Budget	Projected	Projected	Projected	Projected	Projected
		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
<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, Various. Rows include Operating Expenses, Interest Rate, New Customer Growth, and Average Annual Water Sales Growth.

Table with 6 columns: HISTORICAL/PROPOSED WATER REVENUE ADJUSTMENTS. Rows show percentage adjustments for various dates from 1-Jan-17 to 1-Jul-27.

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, Water User Rates, Number of Customers, Billing and Pumpage, and Average Residential Bill.

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/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
CAPITAL IMPROVEMENT PLAN												
Water Supply												
Annual Water Main Replacement			0	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	0	3,700,000	0	0	0	0
North County Line Water Main			0	0	0	0	0	2,900,000	0	0	0	0
Ground Storage Reservoir			0	0	0	0	0	2,200,000	0	0	0	0
James Street - WTP Water Main			0	0	0	0	0	1,500,000	0	0	0	0
Water Tower Property Acquisition			0	0	0	0	0	0	100,000	0	0	0
Water Treatment Plant Expansion			0	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			DEBT SERVICE SCHEDULE					
SOURCES								
			Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
Par Amount of Bonds	7,585,000.00		6/1/2028	0	2.000%	63,208	63,208	63,208
Accrued Interest	0.00	0.4	12/1/2028			75,850	75,850	0
Total Sources	7,585,000.00	1.4	6/1/2029	295,000	2.000%	75,850	370,850	446,700
			12/1/2029			72,900	72,900	0
USES		2.4	6/1/2030	300,000	2.000%	72,900	372,900	445,800
			12/1/2030			69,900	69,900	0
Deposit to Construction Account	7,500,000.00	3.4	6/1/2031	305,000	2.000%	69,900	374,900	444,800
Debt Service Reserve Fund			12/1/2031			66,850	66,850	0
SRF Loan Initiation Fee (\$5.00 per bond)	37,925.00	4.4	6/1/2032	310,000	2.000%	66,850	376,850	443,700
Costs of Issuance	44,125.00		12/1/2032			63,750	63,750	0
Rounding Amount	2,950.00	5.4	6/1/2033	320,000	2.000%	63,750	383,750	447,500
			12/1/2033			60,550	60,550	0
Total Uses	7,585,000.00	6.4	6/1/2034	325,000	2.000%	60,550	385,550	446,100
			12/1/2034			57,300	57,300	0
ASSUMPTIONS		7.4	6/1/2035	330,000	2.000%	57,300	387,300	444,600
			12/1/2035			54,000	54,000	0
Dated Date	1/1/2028	8.4	6/1/2036	340,000	2.000%	54,000	394,000	448,000
Delivery Date	1/1/2028		12/1/2036			50,600	50,600	0
First Interest Date	6/1/2028	9.4	6/1/2037	345,000	2.000%	50,600	395,600	446,200
			12/1/2037			47,150	47,150	0
		10.4	6/1/2038	350,000	2.000%	47,150	397,150	444,300
			12/1/2038			43,650	43,650	0
Average Life	9.75 Years	11.4	6/1/2039	360,000	2.000%	43,650	403,650	447,300
			12/1/2039			40,050	40,050	0
		12.4	6/1/2040	365,000	2.000%	40,050	405,050	445,100
			12/1/2040			36,400	36,400	0
PROJECTS FINANCED:		13.4	6/1/2041	375,000	2.000%	36,400	411,400	447,800
Water Treatment Plant Expansion	15,000,000		12/1/2041			32,650	32,650	0
Less Cash Reserves	(7,500,000)	14.4	6/1/2042	380,000	2.000%	32,650	412,650	445,300
Reserved			12/1/2042			28,850	28,850	0
	7,500,000	15.4	6/1/2043	390,000	2.000%	28,850	418,850	447,700
			12/1/2043			24,950	24,950	0
		16.4	6/1/2044	395,000	2.000%	24,950	419,950	444,900
			12/1/2044			21,000	21,000	0
		17.4	6/1/2045	405,000	2.000%	21,000	426,000	447,000
			12/1/2045			16,950	16,950	0
		18.4	6/1/2046	410,000	2.000%	16,950	426,950	443,900
			12/1/2046			12,850	12,850	0
		19.4	6/1/2047	420,000	2.000%	12,850	432,850	445,700
			12/1/2047			8,650	8,650	0
		20.4	6/1/2048	430,000	2.000%	8,650	438,650	447,300
			12/1/2048			4,350	4,350	0
		21.4	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				STORMWATER REVENUE ADJUSTMENTS						
ERL Growth	4.00%			1-Jul-17	0.00%	1-Jul-21	0.00%	1-Jul-25	0.00%	
Operating Expenses - Plant	3.00%			1-Jul-18	0.00%	1-Jul-22	0.00%	1-Jul-26	0.00%	
Interest Rate	0.15%			1-Jul-19	0.00%	1-Jul-23	0.00%	1-Jul-27	0.00%	
				1-Jul-20	0.00%	1-Jul-24	0.00%			
	Audited	Audited	Audited	Budget	Budget	Projected	Projected	Projected	Projected:	Projected:
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Rates: (Per Month/per ERL)										
Undeveloped 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family/Duplex/Townhome 2	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38
Mobile Home/Apartment 3	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19
Non-Residential (up to 40 ERL) 4	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38	\$6.38
	249	231	200	163	205	213	222	231	240	250
Avg. # of Residential Customers 5	4,137	4,339	4,515	5,129	5,334	5,548	5,769	6,000	6,240	6,490
Avg. # of Commercial Customers 6	305	322	333	333	333	333	333	333	333	333
Avg. # of 1/2 Residential Customers 7	428	439	452	0	0	0	0	0	0	0
Avg. # of Government Customers 8	0	0	0	494	494	494	494	494	494	494
Total Monthly Customers 9	4,869	5,100	5,299	5,462	5,667	5,880	6,102	6,333	6,573	6,823
Average \$\$ Per ERL 10	\$10.59	\$10.87	\$11.07	\$11.07	\$11.07	\$11.07	\$11.07	\$11.07	\$11.07	\$11.07
Operating Revenues	10.14%	7.57%	5.85%	3.07%	3.76%	3.77%	3.77%	3.78%		
Charges for Services 11	\$618,535	\$665,345	\$704,246	\$725,841	\$753,106	\$781,461	\$810,950	\$841,619	\$873,163	\$906,321
Construction Permit Plan/Easements 12	8,400	4,050	0	5,500	0	0	0	0	0	\$0
Penalties 13	717	1,014	1,070	500	750	750	750	750	750	750
Sales Tax 14	13,772	15,952	18,627	19,500	20,000	20,000	20,000	20,000	20,000	20,000
Miscellaneous 15	5,673	0	14,000	8,910	14,000	14,000	14,000	14,000	14,000	14,000
Total Operating Revenues 16	\$647,097	\$686,361	\$737,943	\$760,251	\$787,856	\$816,211	\$845,700	\$876,369	\$907,913	\$941,071
Operating Expenses	67.33%	9.68%	(1.3%)	130.75%	3.46%	3.00%	3.00%	3.00%	3.00%	3.00%
Personnel 17	-	\$58,132	\$69,800	\$204,610	241,171	\$248,406	\$255,858	\$263,534	\$271,440	\$279,583
R&M 18	47,096	82,881	61,720	266,550	252,000	259,560	267,347	275,367	283,628	292,137
Contractual 19	199,783	128,445	133,601	159,700	159,700	164,491	169,426	174,509	179,744	185,136
Taxes 20	13,583	16,225	16,727	19,500	20,000	20,600	21,218	21,855	22,510	23,185
Total Operating Expense 21	\$260,462	\$285,683	\$281,848	\$650,360	\$672,871	\$693,057	\$713,849	\$735,264	\$757,322	\$780,042
Net Operating Income 22	\$386,636	\$400,678	\$456,095	\$109,891	\$114,985	\$123,154	\$131,851	\$141,104	\$150,591	\$161,030
Interest Income 23	8,289	599	125	250	3,385	3,412	3,452	3,505	3,572	3,653
Net Revenue for Debt 24	\$394,925	\$401,277	\$456,220	\$110,141	\$118,369	\$126,566	\$135,303	\$144,609	\$154,163	\$164,683
Capital Outlays 39	\$0	\$0	(\$155,195)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bond Proceeds or Grants 40	29,810	6,231	0	0	0	0	0	0	0	0
Transfers(Out)/In 41	(100,000)	(200,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Other Sources/(Uses) 42	1	0	(660)	0	0	0	0	0	0	0
Annual Surplus/ (Deficit) 43	\$324,736	\$207,508	\$200,365	\$10,141	\$18,369	\$26,566	\$35,303	\$44,609	\$54,163	\$64,683
Beginning Cash Balance 44	\$1,513,623	\$1,838,358	\$2,045,866	\$2,246,231	\$2,256,373	\$2,274,742	\$2,301,308	\$2,336,611	\$2,381,220	\$2,435,383
Ending Cash Balance 45	\$1,838,358	\$2,045,866	\$2,246,231	\$2,256,373	\$2,274,742	\$2,301,308	\$2,336,611	\$2,381,220	\$2,435,383	\$2,500,066
Cash Balance as % of O & M 46	706%	716%	797%	347%	338%	332%	327%	324%	322%	321%



Solid Waste Cash Flow Analysis

City of Grimes, Iowa
Solid Waste Fund

EXHIBIT 1

Growth Rate Assumptions:	
Interest Rate	0.00%
No. of Customers	50
Garbage Contract Increase	4.0%
Other Operating Expense Growth	2.0%

Garbage Revenue Adjustments					
7/1/2017	0.0%	7/1/2021	0.0%	7/1/2025	4.0%
7/1/2018	0.0%	8/1/2022	30.0%	7/1/2026	4.0%
7/1/2019	0.0%	7/1/2023	4.0%	7/1/2027	5.0%
7/1/2020	0.0%	7/1/2024	4.0%		

	Audit	Audit	Audit	Budget	Budget	Projection	Projection	Projection	Projection	Projection
	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending	FY Ending
	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
CUSTOMER FEES										
<u>Solid Waste Fees:</u>					8/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Garbage & Recycling 1	\$10.70	\$10.70	\$10.70	\$10.70	\$13.91	\$14.47	\$15.05	\$15.65	\$16.27	\$17.09
Average # of Customers 2	51	94	508	188	50	50	50	50	50	50
Avg Revenue/Customer/Month 3	\$10.16	\$11.87	\$10.96	\$10.96	\$13.71	\$14.25	\$14.82	\$15.42	\$16.03	\$16.83
OPERATING REVENUES 4	4.69%	20.03%	5.87%	4.71%	26.50%	5.23%	5.22%	5.20%	5.19%	6.19%
Charges for Services 5	\$412,906	\$495,616	\$524,705	\$549,440	\$695,023	\$731,376	\$769,526	\$809,557	\$851,559	\$904,238
Metro Waste Host Fees 6	14,000	14,000	14,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Solid Waste Compost Fees 7	15,044	17,064	20,787	8,559	18,000	18,000	18,000	18,000	18,000	18,000
Late Charges 8	503	829	850	500	500	500	500	500	500	500
Sales Tax Collected 9	3	21	172	21	50	50	50	50	50	50
Misc & Other Rev 10	0	10	0	0	0	0	0	0	0	0
Total Operating Revenues 11	\$442,455	\$527,539	\$560,514	\$571,521	\$726,573	\$762,926	\$801,076	\$841,107	\$883,109	\$935,788
OPERATING EXPENSES	6.60%	9.07%	(9.34%)	21.35%	30.35%	4.00%	4.00%	4.00%	4.00%	4.00%
Garbage Contract 12	\$580,454	\$633,094	\$573,936	\$695,000	\$906,431	\$942,688	\$980,396	\$1,019,612	\$1,060,396	\$1,102,812
Office Expense 13	0	0	0	1,500	1,500	1,530	1,561	1,592	1,624	1,656
Postage 14	0	0	0	0	0	0	0	0	0	0
Sales Tax 15	0	0	54	54	54	54	54	54	54	54
Miscellaneous 16	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses 17	\$580,454	\$633,094	\$573,990	\$696,554	\$907,985	\$944,272	\$982,010	\$1,021,257	\$1,062,074	\$1,104,522
NET OPERATING REVENUE 18	(\$137,999)	(\$105,555)	(\$13,476)	(\$125,033)	(\$181,412)	(\$181,346)	(\$180,935)	(\$180,151)	(\$178,965)	(\$168,734)
Other Financing Sources/(Uses)										
Bond, Loan & Note Proceeds 19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Transfer In 20	250,000	234,000	243,053	202,000	168,605	168,605	168,605	168,605	168,605	168,605
Other Sources / (Uses) 21	0	0	0	0	0	0	0	0	0	0
Capital Outlays 22	0	0	0	0	0	0	0	0	0	0
Annual Surplus or Deficit 23	\$112,001	\$128,445	\$229,577	\$76,967	(\$12,807)	(\$12,741)	(\$12,330)	(\$11,546)	(\$10,360)	(\$129)
Cash Balance-Beginning 24	\$3,678	\$115,679	\$244,124	\$473,701	\$550,667	\$537,861	\$525,120	\$512,790	\$501,245	\$490,885
Cash Balance-Ending 25	\$115,679	\$244,124	\$473,701	\$550,667	\$537,861	\$525,120	\$512,790	\$501,245	\$490,885	\$490,756
Cash as % of O&M 26	20%	39%	83%	79%	59%	56%	52%	49%	46%	44%

DRAFT



ORDINANCE NO. 761

AN ORDINANCE AMENDING GRIMES SECTION 9-5-2(1) WITH REGARD TO WATER SERVICE RATES, SECTION 9-10.4(2) WITH REGARD TO SEWER SERVICE RATES, SECTION 9-15-6(1B) FOR COLLECTION OF RECYCLABLE MATERIALS, AND SECTION 9-13-9(1) WITH REGARD TO COLLECTION OF SOLID WASTE

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Sections 9-5-2(1) and 9-10.4(2) to increase the amount charged for water and sewer rates in order to adjust for increasing costs of maintenance, construction, production, storage and treatment of water and sewage, and Section 9-15-6(1) and 9-13-9(1) is increased to account for increased costs related to recyclable material and solid waste collection services.

SECTION 2. Amendment. **Grimes Code of Ordinances Sections 9-5-2(1), 9-10.4(2), 9-15-6(1) and 9-13-9(1) relating to utility rates shall be stricken and replaced as set forth below:**

9-5-2 RATES FOR SERVICE AND METER RENTALS. Water service shall be furnished at the following monthly rates within the City:

A partial month of water service will be prorated.

1. **Residential and Commercial Rates.** The charge for water for residential and commercial use is as follows:

	2.50%	2.50%	2.50%	2.50%	2.50%
	Effective	Effective	Effective	Effective	Effective
<u>Water Usage Rates</u>	<u>8/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
Rate Per 1,000 Gallons	\$10.46	\$10.72	\$10.99	\$11.26	\$11.54

9-10.4 SEWER USER CHARGE SYSTEM. Each user shall pay for the services provided by the City based on said user's use of the wastewater treatment works as determined by a water meter or a sewer meter acceptable to the City.

...

1. A. **Individual Sewer Service**-The minimum charge per month for individual sewer service shall be the current rate for 1000 gallons. This total minimum charge shall be paid by the user responsible for the water meter. A partial month of sewer service shall be prorated.

In addition, each user responsible for a meter (except as provided in subsection 3 of this section) shall pay a user charge rate of equal to the current rate per 1,000 gallons for all usage in excess of 1000 gallons.

B. Multi-Unit Sewer Service with One Meter-In computing the minimum charge for a multi-unit apartment or business complex served by one water meter, the monthly minimum charge will be based upon the number of units per structure or complex times the current rate per 1,000 gallons. The minimum sewer usage will be calculated by multiplying the number of units in the structure or complex times 1,000 gallons. This minimum sewer usage total shall be deducted from the total number of gallons used by the commercial apartment or complex during the month. An additional charged amount shall be computed based on the gallons of water used in excess of the total minimum sewer usage calculation, and charged at a rate at the current rate per thousand gallons. The City will bill only the property owner of the multi-unit apartment or business complex for these sewer usage fees, and the property owner will be legally responsible for the payment of the full sewer usage billing. A partial month of sewer service shall be prorated.

C. Rates for Sewer Service-The following rates shall be charged for individual and multi-unit sewer service with one meter:

	7.50% Effective <u>8/1/2022</u>	7.50% Effective <u>7/1/2023</u>	7.50% Effective <u>7/1/2024</u>	7.50% Effective <u>7/1/2025</u>	7.50% Effective <u>7/1/2026</u>
<u>Sewer Usage Rates</u>					
Base Rate (Includes 1,000 gallons)	\$8.22	\$8.84	\$9.50	\$10.21	\$10.98
Rate per 1,000 gallons	\$8.22	\$8.84	\$9.50	\$10.21	\$10.98

9-15-6 Charge for Collection of Recyclable Materials:

1. Charges for Service. The City Council shall establish the individual charge for recycling collection by ordinance. The City Clerk is authorized to collect this recycling charge by including the charge with and as a part of the bills sent out to the City's water service customers. These charges shall be billed as follows:

A. An individual monthly charge shall be included with every water bill sent to a customer who occupies a one or two-family residence and owner-occupied multi-family townhomes or condominiums if they are being provided solid waste pickup according to Chapter 9-13 Solid Waste.

B. The monthly charge shall be \$ 4.32 effective August 1, 2022.

9-13-9 Collection Fees:

The collection and disposal of solid waste is a beneficial city service to the property served or eligible to be served, and there shall be levied and collected fees, as follows:

1. Fee. The fee for solid waste collection for each residential premise and for each dwelling of a multiple-family dwelling is:

a. \$ 9.59 per month, which includes one solid waste collection cart.

b. \$ 10.73 per month for each additional solid waste collection cart.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance and each of the rate increases shall be in effect beginning on August 1, 2022. Prior to August 1, 2022, the current rates for each of the above stated city services will continue to be in effect.

Passed by the City Council on this _____ day of _____ and approved on this _____ day of _____, 2022.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

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 May 10, 2022

AGENDA HEADING:

Second 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

Approved First Reading of Ordinance 762 – 04/26/2022

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

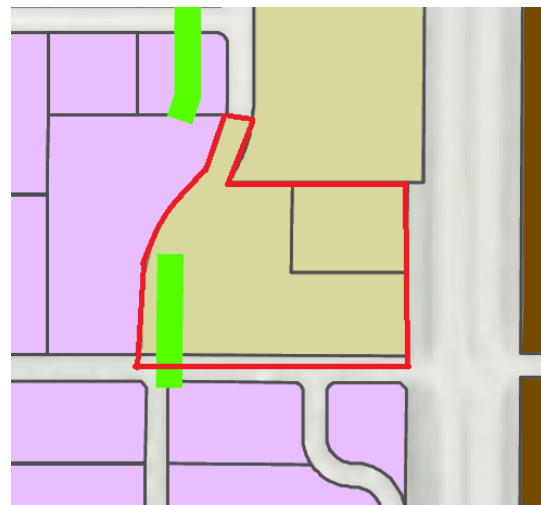
Location

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.

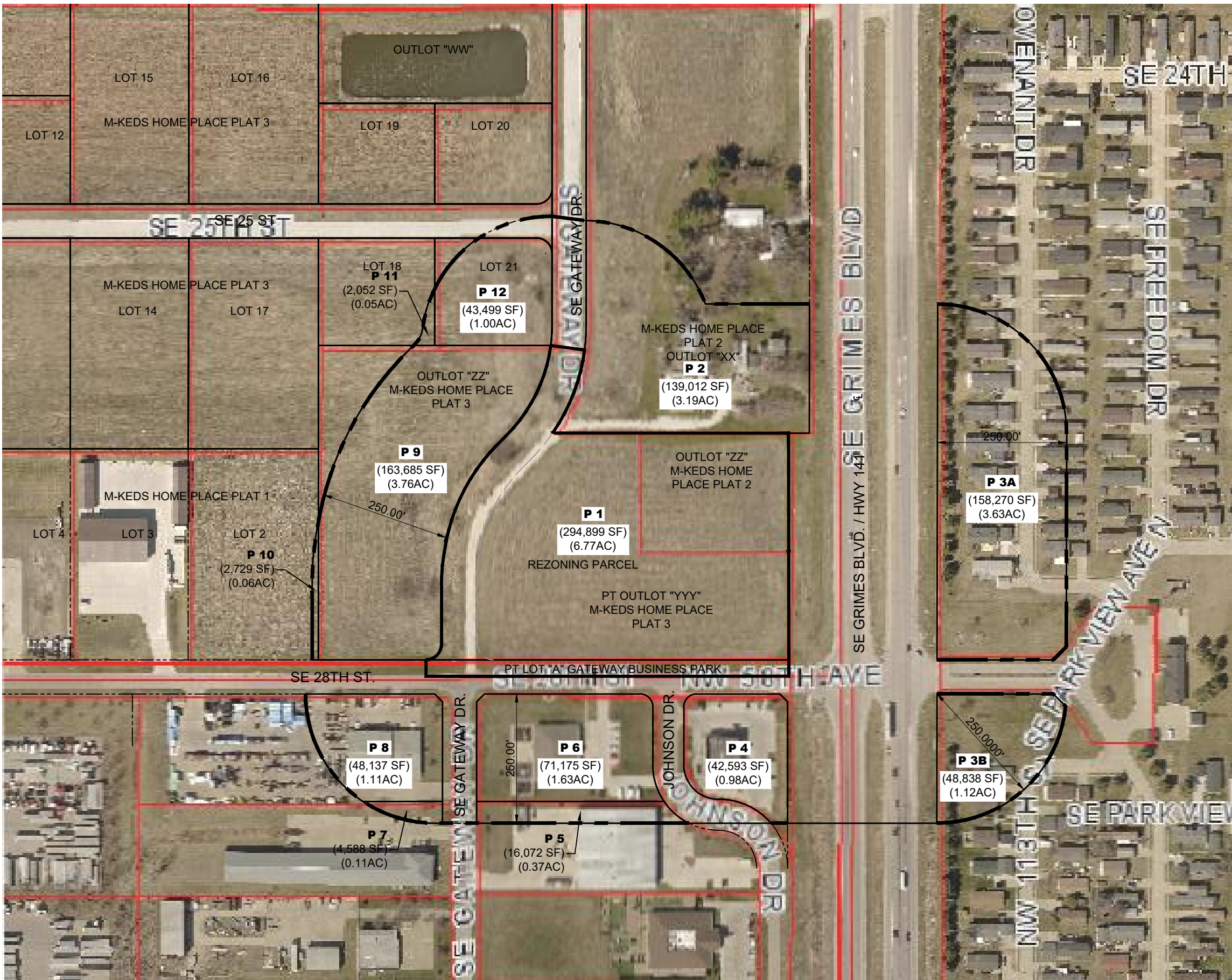
SITE PLAN SUBMITTAL SCHEDULE:

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

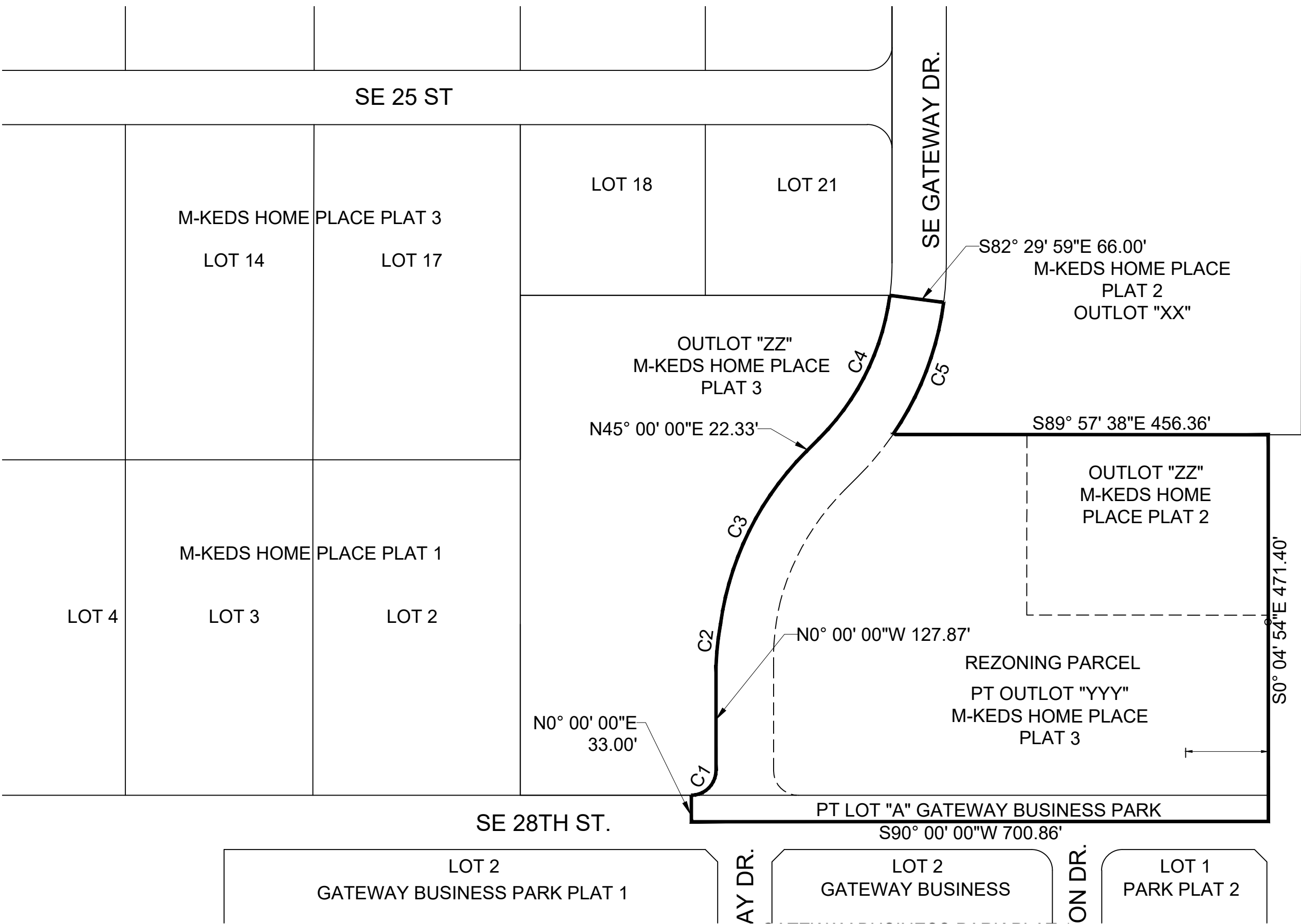
Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

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

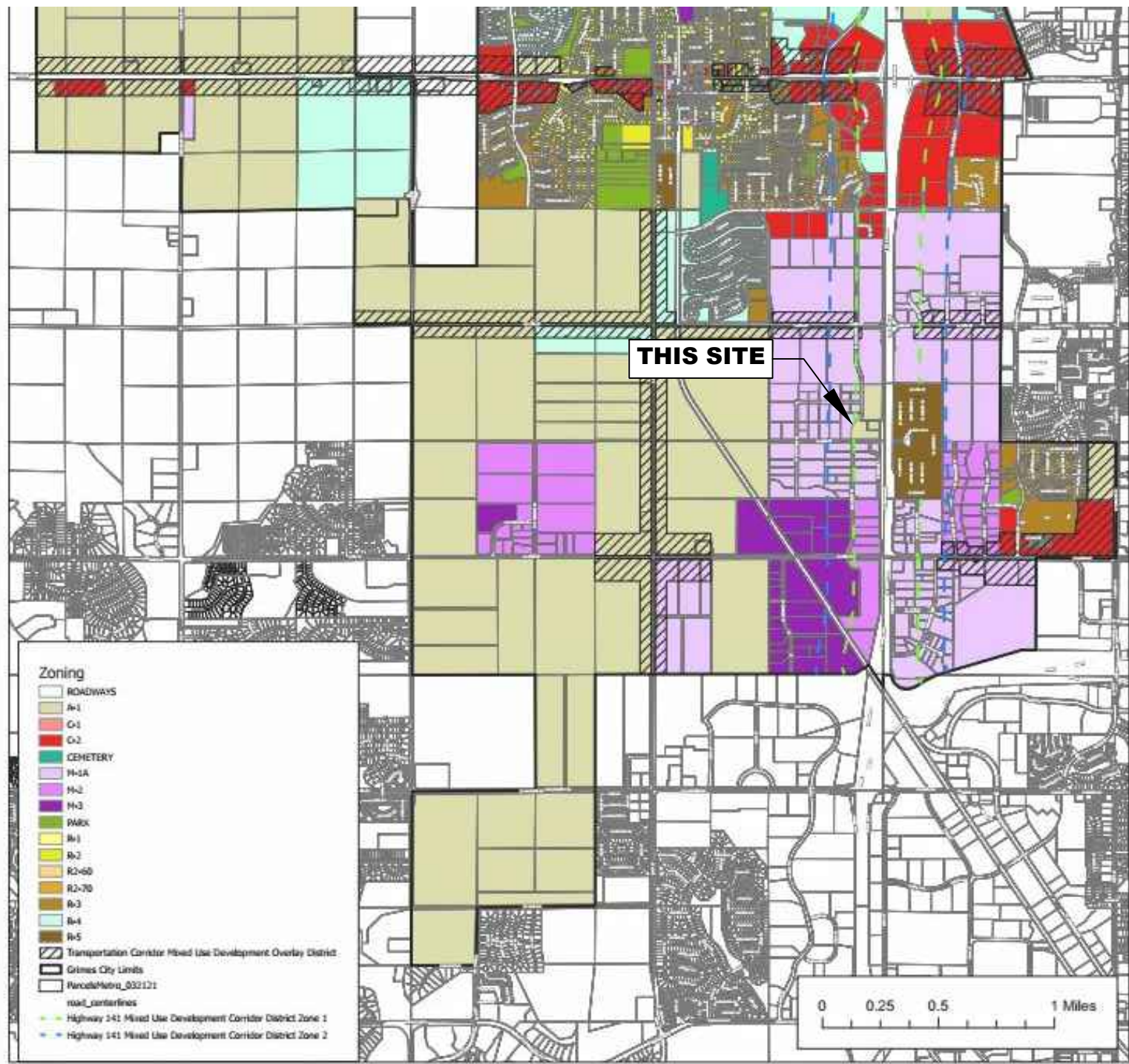
PLAT 2, S 89° 57' 38" E, 293.48 FEET;

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	2900 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%							

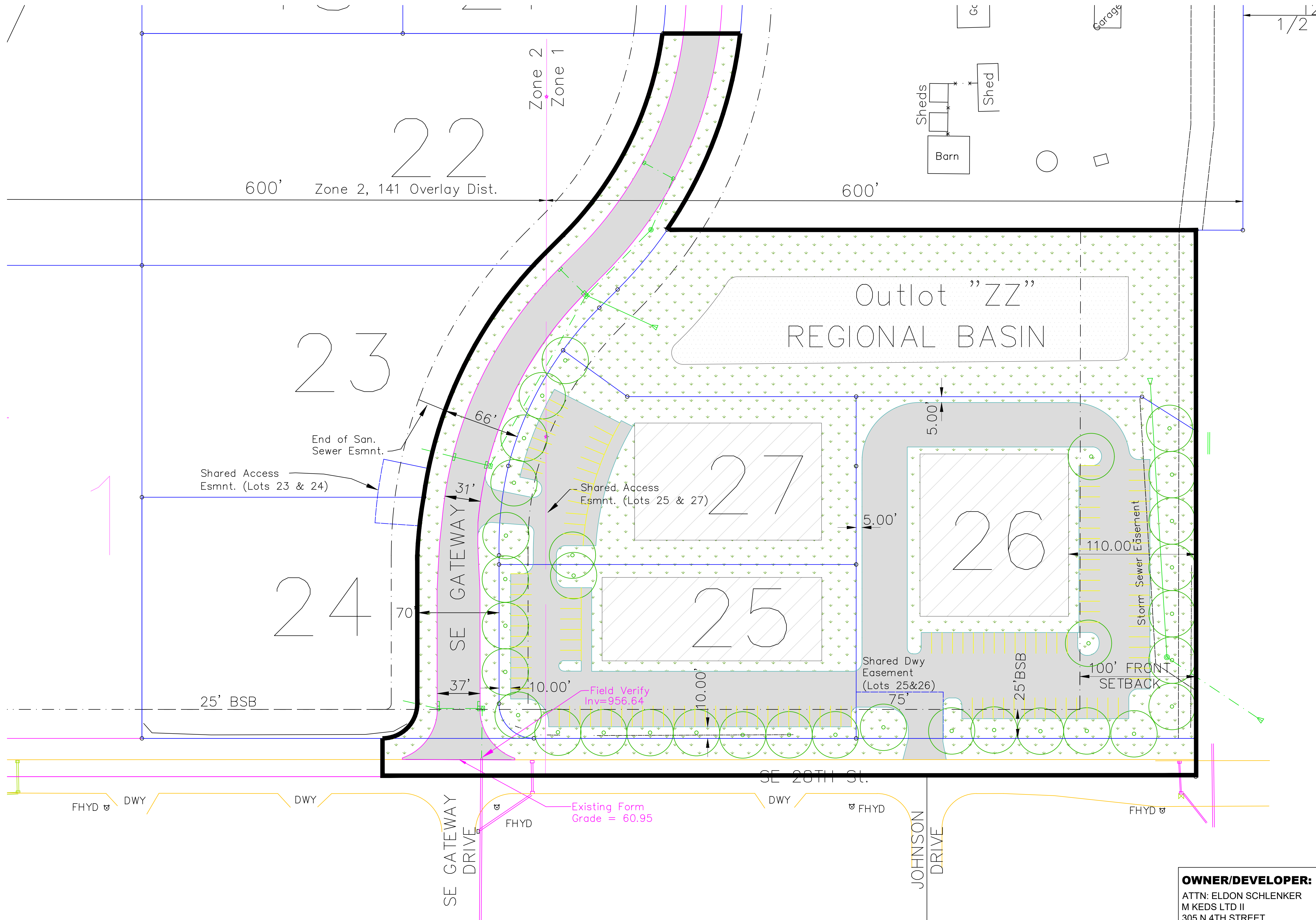
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	47.12	30.00	90.00	N45° 00' 00"E	42.43
C2	50.46	369.00	7.84	N6° 10' 57"E	50.42
C3	238.74	368.00	37.17	N26° 24' 52"E	234.58
C4	197.66	302.00	37.50	N26° 15' 01"E	194.15
C5	173.74	368.00	27.05	S21° 01' 33"W	172.13

OWNER/DEVELOPER:	ENGINEER/SURVEYOR:
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	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		NO:	REVISION DESCRIPTION:	DATE:	PROJECT NO:	15117
				1			DRAWING FILE NO:	15117SP
				2			DESIGNED/REVIEWED BY:	M.M.
				3			DRAWN BY:	PV
				4			DATE:	NOV. 2021
SHEET:		2 OF 2						



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.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of May 10, 2022

AGENDA HEADING: SE Trail Ridge Road Water Main – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on May 3, 2022 and the following are the results:

Synergy Contracting, LLC - \$616,059.00
On-Track Construction, LLC - \$670,591.70
Engineering Estimate - \$629,962.00

The results from the bidding showed typical interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with the bids ranging around the engineer's estimate and the low bidder being about \$14,000 under the engineer's estimate. Even though we only got 2 bids on this project, it was refreshing to have the engineer's estimate not be the low bid. The low bidder is Synergy Contracting, LLC of Altoona, Iowa. Synergy is currently wrapping up the SE Jacob Street Water Main project from last year and city staff feels they are capable of performing this work.

FISCAL IMPACT: This project came in about \$14,000 under the engineer's estimate and is in the current Capital Improvements Program for construction this year.

PREVIOUS COUNCIL ACTION(S): Approval of a Professional Services Agreement for design and bidding, Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-0822

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE SE TRAIL RIDGE ROAD
WATER MAIN**

WHEREAS, on the 12th day of April, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Trail Ridge Road Water Main; and

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

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

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

PASSED AND APPROVED this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE TRAIL RIDGE ROAD WATER MAIN", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-0922

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE TRAIL RIDGE ROAD WATER MAIN

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

Section 1. That the following bid for the construction of certain public improvements described in general as the SE Trail Ridge Road Water Main, described in the plans and specifications heretofore adopted by this Council on May 10, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Synergy Contracting, LLC of Altoona, IA

Amount of bid: \$616,059.00

Portion of project: All construction work

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

PASSED AND APPROVED this 10th day of May, 2022.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE SE TRAIL RIDGE ROAD WATER MAIN", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-1022

RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE SE TRAIL RIDGE ROAD WATER MAIN

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SE Trail Ridge Road Water Main, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Synergy Contracting, LLC of Altoona, IA

Amount of bid: \$616,059.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 10th day of May, 2022.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams

BID TABULATION						PROJECT NUMBER: 09410011			
PROJECT: SE TRAIL RIDGE ROAD WATER MAIN						BID DATE: 5/3/2022			
OWNER: CITY OF GRIMES									
				MSA Engineer's Estimate		SYNERGY CONTRACTING, LLC.		ON TRACK CONSTRUCTION LLC	
ITEM CODE	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Division 2: Earthwork									
2.01	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,150.00	\$ 15,150.00
Division 3: Trench and Trenchless Construction									
3.01	Trench Compaction Testing	LS	1	\$ 4,300.00	\$ 4,300.00	\$ 3,500.00	\$ 3,500.00	\$ 2,525.00	\$ 2,525.00
Division 5: Water Mains and Appurtenances									
5.01	Water Main, Trenched, PVC, 6 Inch	LF	24	\$ 85.00	\$ 2,040.00	\$ 91.00	\$ 2,184.00	\$ 201.00	\$ 4,824.00
5.02	Water Main, Trenched, PVC, 8 Inch	LF	804	\$ 100.00	\$ 80,367.00	\$ 98.00	\$ 78,792.00	\$ 110.00	\$ 88,440.00
5.03	Water Main, Trenchless, PVC, 8 Inch	LF	1,304	\$ 110.00	\$ 143,440.00	\$ 98.00	\$ 127,792.00	\$ 113.00	\$ 147,352.00
5.04	Fitting, Tee, 8 Inch x 8 Inch	EA	5	\$ 1,250.00	\$ 6,250.00	\$ 2,030.00	\$ 10,150.00	\$ 2,070.00	\$ 10,350.00
5.05	Fitting, Reducer, 8 Inch x 6 Inch	EA	5	\$ 2,500.00	\$ 12,500.00	\$ 1,015.00	\$ 5,075.00	\$ 890.00	\$ 4,450.00
5.06	Water Service Stub, Same Side of Street, Copper, 1 Inch	EA	11	\$ 2,000.00	\$ 22,000.00	\$ 2,800.00	\$ 30,800.00	\$ 1,250.00	\$ 13,750.00
5.07	Water Service Stub, Opposite Side of Street, Copper, 1 Inch	EA	19	\$ 3,000.00	\$ 57,000.00	\$ 3,955.00	\$ 75,145.00	\$ 3,690.00	\$ 70,110.00
5.08	Valve, 8 Inch	EA	10	\$ 3,000.00	\$ 30,000.00	\$ 3,115.00	\$ 31,150.00	\$ 2,450.00	\$ 24,500.00
5.09	Fire Hydrant Assembly	EA	5	\$ 6,000.00	\$ 30,000.00	\$ 9,191.00	\$ 45,955.00	\$ 7,795.00	\$ 38,975.00
5.10	Fire Hydrant Removal	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 1,505.00	\$ 6,020.00	\$ 1,900.00	\$ 7,600.00
5.11	Valve Box Removal	EA	10	\$ 500.00	\$ 5,000.00	\$ 350.00	\$ 3,500.00	\$ 290.00	\$ 2,900.00
5.12	Connection to Existing Water Main	EA	7	\$ 4,000.00	\$ 28,000.00	\$ 5,110.00	\$ 35,770.00	\$ 6,970.00	\$ 48,790.00
5.13	Flushing Device, Blowoff	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2,450.00	\$ 4,900.00	\$ 1,760.00	\$ 3,520.00
5.14	Waterstop	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 13,320.00	\$ 26,640.00	\$ 10,520.00	\$ 21,040.00
Division 7: Streets and Related Work									
7.01	Pavement, PCC, 7in Thickness	SY	469	\$ 15.00	\$ 7,035.00	\$ 21.00	\$ 9,849.00	\$ 11.00	\$ 5,159.00
7.02	PCC Pavement Samples and Testing	SY	491	\$ 15.00	\$ 7,365.00	\$ 21.00	\$ 10,311.00	\$ 25.00	\$ 12,275.00
7.03	Removal of Sidewalk	SY	404	\$ 100.00	\$ 40,400.00	\$ 78.00	\$ 31,512.00	\$ 108.00	\$ 43,632.00
7.04	Removal of Driveway	SY	65	\$ 35.00	\$ 2,275.00	\$ 21.00	\$ 1,365.00	\$ 25.00	\$ 1,625.00
7.05	Sidewalk, PCC, 4in Thickness	SY	491	\$ 55.00	\$ 27,005.00	\$ 28.00	\$ 13,748.00	\$ 30.00	\$ 14,730.00
Division 8: Traffic Control									
8.01	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 11,830.00	\$ 11,830.00	\$ 8,535.00	\$ 8,535.00
Division 9: Site Work and Landscaping									
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM), Type	AC	0.45	\$ 15,000.00	\$ 6,750.00	\$ 9,380.00	\$ 4,221.00	\$ 10,100.00	\$ 4,545.00
9.02	Hydraulic Mulching, Temporary	AC	0.45	\$ 10,000.00	\$ 4,500.00	\$ 4,200.00	\$ 1,890.00	\$ 4,040.00	\$ 1,818.00
9.03	Intake Protection Device, Installation & Removal	EA	4	\$ 300.00	\$ 1,200.00	\$ 280.00	\$ 1,120.00	\$ 202.00	\$ 808.00
9.04	Intake Protection Device, Maintenance	EA	4	\$ 150.00	\$ 600.00	\$ 35.00	\$ 140.00	\$ 50.50	\$ 202.00
9.05	Manufactured Check Dams, Installation & Removal	LF	930	\$ 3.00	\$ 2,790.00	\$ 2.00	\$ 1,860.00	\$ 2.50	\$ 2,325.00
9.06	Rip Rap, Class E	LF	930	\$ 1.50	\$ 1,395.00	\$ 0.50	\$ 465.00	\$ 0.50	\$ 465.00
9.07	Rip Rap, Erosion Stone	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 1,515.00	\$ 1,515.00
9.08	Wattle, Installation	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,200.00	\$ 4,200.00	\$ 1,212.00	\$ 1,212.00
Division 11: Miscellaneous									
11.01	Mobilization	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 19,575.00	\$ 19,575.00	\$ 62,961.00	\$ 62,961.00
11.02	Concrete Washout	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,800.00	\$ 2,800.00	\$ 3,030.00	\$ 3,030.00
11.03	Remove & Salvage Sign To Owner	EA	4	\$ 250.00	\$ 1,000.00	\$ 700.00	\$ 2,800.00	\$ 303.00	\$ 1,212.00
11.04	Remove, Salvage & Reinstall Mailbox	EA	1	\$ 250.00	\$ 250.00	\$ 700.00	\$ 700.00	\$ 303.00	\$ 303.00
TOTAL CONSTRUCTION COST						\$ 629,962.00		\$616,059.00	\$670,628.00



For updated bidding information visit us at www.msa-ps.com



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: SE Jacob Street Reconstruction and Storm Sewer – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on May 3, 2022 and the following are the results:

Halbrook Excavating, Inc - \$1,545,000.00
On-Track Construction, LLC - \$1,549,449.00
Concrete Technologies, Inc - \$1,678,341.75
Synergy Contracting, LLC - \$1,962,322.00
Engineering Estimate - \$1,369,515.00

The results from the bidding showed good interest in this project for this type of work and the current bidding environment. The two lowest bids were within \$4,449 of each other with the low bidder being about \$175,500 over the engineer's estimate. There are few reasons why this project came in over the engineer's estimate with the main ones being the type of project in an existing neighborhood and inflationary items related to materials and labor forces. The low bidder is Halbrook Excavating, Inc. of Ankeny, Iowa. The City of Grimes has worked with Halbrook Excavating before and city staff feels they are very capable of performing this work.

FISCAL IMPACT: This project came in about \$175,500 over the engineer's estimate and is in the current Capital Improvements Program for construction this year.

PREVIOUS COUNCIL ACTION(S): Approval of a Professional Services Agreement for design and bidding, Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE JACOB STREET RECONSTRUCTION AND STORM SEWER", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-1122

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE JACOB STREET RECONSTRUCTION AND STORM SEWER

WHEREAS, on the 12th day of April, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Jacob Street Reconstruction and Storm Sewer; and

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

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

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

PASSED AND APPROVED this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE JACOB STREET RECONSTRUCTION AND STORM SEWER", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-1222

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE JACOB STREET RECONSTRUCTION AND STORM SEWER

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

Section 1. That the following bid for the construction of certain public improvements described in general as the SE Jacob Street Reconstruction and Storm Sewer, described in the plans and specifications heretofore adopted by this Council on May 10, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Halbrook Excavating of Ankeny, IA

Amount of bid: \$1,545,000.00

Portion of project: All construction work

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

PASSED AND APPROVED this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE SE JACOB STREET RECONSTRUCTION AND STORM SEWER", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-1322

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE SE JACOB STREET RECONSTRUCTION AND STORM SEWER**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SE Jacob Street Reconstruction and Storm Sewer, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Halbrook Excavating of Ankeny, IA

Amount of bid: \$1,545,000.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 10th day of May, 2022.

Mayor

ATTEST:

City Clerk

BID TABULATION

PROJECT: SE JACOB STREET RECONSTRUCTION AND STORM SEWER
OWNER: CITY OF GRIMES

PROJECT NUMBER: 09410012
BID DATE: 5/3/2022

				MSA Engineer's Estimate		HALBROOK EXCAVATING		ON TRACK CONSTRUCTION LLC		CONCRETE TECHNOLOGIES INC.		SYNERGY CONTRACTING, LLC.	
ITEM CODE	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Division 2: Earthwork													
2.01	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 21,000.00	\$ 21,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,750.00	\$ 1,750.00	\$ 23,800.00	\$ 23,800.00
2.02	Topsoil, On-site, Compost-amended	CY	790	\$ 20.00	\$ 15,800.00	\$ 100.00	\$ 79,000.00	\$ 92.00	\$ 72,680.00	\$ 105.00	\$ 82,950.00	\$ 108.00	\$ 85,320.00
2.03	Excavation, Class 10	CY	1,900	\$ 10.00	\$ 19,000.00	\$ 35.00	\$ 66,500.00	\$ 18.50	\$ 35,150.00	\$ 21.00	\$ 39,900.00	\$ 35.00	\$ 66,500.00
2.04	Subgrade Preparation, 6in Thickness	SY	6,485	\$ 10.00	\$ 64,850.00	\$ 4.00	\$ 25,940.00	\$ 2.50	\$ 16,212.50	\$ 3.00	\$ 19,455.00	\$ 7.00	\$ 45,395.00
2.05	Subbase, Granular, 6in Thickness	SY	6,485	\$ 10.00	\$ 64,850.00	\$ 14.00	\$ 90,790.00	\$ 9.50	\$ 61,607.50	\$ 10.75	\$ 69,713.75	\$ 18.00	\$ 116,730.00
2.06	Compaction Testing, Moisture & Density Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,750.00	\$ 5,750.00	\$ 6,300.00	\$ 6,300.00
2.07	Below Grade Excavation (Core Out)	CY	500	\$ 20.00	\$ 10,000.00	\$ 10.00	\$ 5,000.00	\$ 10.00	\$ 5,000.00	\$ 11.50	\$ 5,750.00	\$ 35.00	\$ 17,500.00
Division 3: Trench and Trenchless Construction													
3.01	Trench Compaction Testing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,600.00	\$ 5,600.00	\$ 3,500.00	\$ 3,500.00	\$ 6,300.00	\$ 6,300.00
Division 4: Sewers and Drains					\$ -								
4.01	Storm Sewer, Trenched, RCP, 15in	LF	1,009	\$ 75.00	\$ 75,675.00	\$ 65.00	\$ 65,585.00	\$ 112.00	\$ 113,008.00	\$ 130.00	\$ 131,170.00	\$ 140.00	\$ 141,260.00
4.02	Storm Sewer, Trenched, RCP, 18in	LF	130	\$ 80.00	\$ 10,400.00	\$ 75.00	\$ 9,750.00	\$ 118.00	\$ 15,340.00	\$ 135.00	\$ 17,550.00	\$ 154.00	\$ 20,020.00
4.03	Storm Sewer, Trenched, RCP, 24in	LF	8	\$ 90.00	\$ 720.00	\$ 125.00	\$ 1,000.00	\$ 650.00	\$ 5,200.00	\$ 155.00	\$ 1,240.00	\$ 224.00	\$ 1,792.00
4.04	Storm Sewer, Trenched, RCP, 30in	LF	24	\$ 125.00	\$ 3,000.00	\$ 130.00	\$ 3,120.00	\$ 400.00	\$ 9,600.00	\$ 180.00	\$ 4,320.00	\$ 252.00	\$ 6,048.00
4.05	Storm Sewer, Trenched, RCP, 36in	LF	27	\$ 130.00	\$ 3,510.00	\$ 150.00	\$ 4,050.00	\$ 415.00	\$ 11,205.00	\$ 230.00	\$ 6,210.00	\$ 294.00	\$ 7,938.00
4.06	Storm Sewer, Trenched, RCP, 42in	LF	155	\$ 250.00	\$ 38,750.00	\$ 185.00	\$ 28,675.00	\$ 270.00	\$ 41,850.00	\$ 265.00	\$ 41,075.00	\$ 343.00	\$ 53,165.00
4.07	Removal of Storm Sewer, Less than 36in	LF	515	\$ 40.00	\$ 20,600.00	\$ 10.00	\$ 5,150.00	\$ 40.00	\$ 20,600.00	\$ 28.75	\$ 14,806.25	\$ 28.00	\$ 14,420.00
4.08	Removal of Storm Sewer, Greater than 36in	LF	126	\$ 90.00	\$ 11,340.00	\$ 25.00	\$ 3,150.00	\$ 50.00	\$ 6,300.00	\$ 28.75	\$ 3,622.50	\$ 35.00	\$ 4,410.00
4.09	Pipe Culvert, Trenched, RCP, 60in	LF	67	\$ 450.00	\$ 30,150.00	\$ 350.00	\$ 23,450.00	\$ 420.00	\$ 28,140.00	\$ 520.00	\$ 34,840.00	\$ 518.00	\$ 34,706.00
4.10	Pipe Apron, Concrete, 15in	EA	2	\$ 1,600.00	\$ 3,200.00	\$ 2,500.00	\$ 5,000.00	\$ 3,100.00	\$ 6,200.00	\$ 3,525.00	\$ 7,050.00	\$ 4,690.00	\$ 9,380.00
4.11	Pipe Apron, Concrete, 36in	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,900.00	\$ 4,900.00	\$ 7,850.00	\$ 7,850.00	\$ 7,630.00	\$ 7,630.00
4.12	Pipe Apron, Concrete, 60in	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,400.00	\$ 9,400.00	\$ 15,500.00	\$ 15,500.00	\$ 17,500.00	\$ 17,500.00
4.13	Pipe Apron, Modified	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 42,000.00	\$ 42,000.00	\$ 53,300.00	\$ 53,300.00	\$ 21,000.00	\$ 21,000.00
4.14	Connect to Existing Storm Sewer	EA	5	\$ 1,750.00	\$ 8,750.00	\$ 1,875.00	\$ 9,375.00	\$ 11,145.00	\$ 55,725.00	\$ 1,625.00	\$ 8,125.00	\$ 5,250.00	\$ 26,250.00
4.15	Subdrains, Solid Wall, 4in	LF	150	\$ 25.00	\$ 3,750.00	\$ 25.00	\$ 3,750.00	\$ 39.00	\$ 5,850.00	\$ 28.75	\$ 4,312.50	\$ 35.00	\$ 5,250.00
4.16	Subdrain Cleanouts	EA	1	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 520.00	\$ 520.00	\$ 980.00	\$ 980.00
4.17	Subdrain Outlets and Connections	EA	1	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 920.00	\$ 920.00	\$ 435.00	\$ 435.00	\$ 1,540.00	\$ 1,540.00
Division 5: Water Mains and Appurtenances													
5.01	Valve Box Adjustment	EA	14	\$ 500.00	\$ 7,000.00	\$ 550.00	\$ 7,700.00	\$ 1,300.00	\$ 18,200.00	\$ 290.00	\$ 4,060.00	\$ 1,120.00	\$ 15,680.00
Division 6: Structures for Sanitary and Storm Sewers													
6.01	Manhole, SW-401, 48in	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,215.00	\$ 5,215.00	\$ 4,375.00	\$ 4,375.00
6.02	Manhole, SW-401, 60in	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,400.00	\$ 6,400.00	\$ 11,000.00	\$ 11,000.00	\$ 8,015.00	\$ 8,015.00
6.03	Manhole, SW-401, 60in, Modified	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 7,200.00	\$ 7,200.00	\$ 11,400.00	\$ 11,400.00	\$ 9,695.00	\$ 9,695.00
6.04	Manhole, SW-401, 72in	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,500.00	\$ 10,500.00	\$ 18,750.00	\$ 18,750.00	\$ 14,175.00	\$ 14,175.00
6.05	Manhole, SW-402, 4ft x 6ft	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 9,100.00	\$ 9,100.00	\$ 8,100.00	\$ 8,100.00	\$ 14,595.00	\$ 14,595.00
6.06	Intake, SW-501	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,125.00	\$ 6,250.00	\$ 3,525.00	\$ 7,050.00	\$ 4,305.00	\$ 8,610.00
6.07	Intake, SW-503	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,240.00	\$ 5,240.00	\$ 6,350.00	\$ 6,350.00	\$ 6,265.00	\$ 6,265.00
6.08	Intake, SW-505	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,150.00	\$ 7,150.00	\$ 6,175.00	\$ 6,175.00	\$ 5,775.00	\$ 5,775.00
6.09	Intake, SW-507	EA	2	\$ 5,500.00	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,000.00	\$ 12,000.00	\$ 10,350.00	\$ 20,700.00	\$ 5,530.00	\$ 11,060.00
6.10	Intake, SW-512, 24in	EA	7	\$ 3,500.00	\$ 24,500.00	\$ 3,000.00	\$ 21,000.00	\$ 3,150.00	\$ 22,050.00	\$ 3,000.00	\$ 21,000.00	\$ 3,990.00	\$ 27,930.00
6.11	Intake, SW-512, 30in	EA	3	\$ 5,500.00	\$ 16,500.00	\$ 3,500.00	\$ 10,500.00	\$ 3,785.00	\$ 11,355.00	\$ 3,050.00	\$ 9,150.00	\$ 5,215.00	\$ 15,645.00



For updated bidding information visit us at www.msa-ps.com

				MSA Engineer's Estimate		HALBROOK EXCAVATING		ON TRACK CONSTRUCTION LLC		CONCRETE TECHNOLOGIES INC.		SYNERGY CONTRACTING, LLC.	
ITEM CODE	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
6.12	Intake, SW-512, 36in	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,850.00	\$ 4,850.00	\$ 10,000.00	\$ 10,000.00	\$ 7,245.00	\$ 7,245.00
6.13	Intake, SW-501 - Modified	EA	7	\$ 5,500.00	\$ 38,500.00	\$ 3,500.00	\$ 24,500.00	\$ 2,800.00	\$ 19,600.00	\$ 4,025.00	\$ 28,175.00	\$ 5,705.00	\$ 39,935.00
6.14	Intake, SW-505 - Modified	EA	5	\$ 8,500.00	\$ 42,500.00	\$ 6,000.00	\$ 30,000.00	\$ 6,400.00	\$ 32,000.00	\$ 6,310.00	\$ 31,550.00	\$ 7,315.00	\$ 36,575.00
6.15	Manhole Adjustment, Minor	EA	5	\$ 3,000.00	\$ 15,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,450.00	\$ 7,250.00	\$ 2,875.00	\$ 14,375.00	\$ 2,240.00	\$ 11,200.00
6.16	Manhole Adjustment, Major	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,750.00	\$ 2,750.00	\$ 5,500.00	\$ 5,500.00	\$ 4,025.00	\$ 4,025.00	\$ 3,850.00	\$ 3,850.00
6.17	Remove Manhole	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,085.00	\$ 2,170.00	\$ 1,725.00	\$ 3,450.00	\$ 1,400.00	\$ 2,800.00
6.18	Remove Intake	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,725.00	\$ 3,450.00	\$ 700.00	\$ 1,400.00
Division 7: Streets and Related Work													
7.01	Pavement, PCC, 7in Thickness	SY	5,540	\$ 70.00	\$ 387,800.00	\$ 95.00	\$ 526,300.00	\$ 76.50	\$ 423,810.00	\$ 85.00	\$ 470,900.00	\$ 102.00	\$ 565,080.00
7.02	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,046.00	\$ 2,046.00	\$ 10,000.00	\$ 10,000.00	\$ 7,200.00	\$ 7,200.00
7.03	Removal of Sidewalk	SY	66	\$ 15.00	\$ 990.00	\$ 15.00	\$ 990.00	\$ 15.00	\$ 990.00	\$ 17.50	\$ 1,155.00	\$ 21.00	\$ 1,386.00
7.04	Removal of Driveway	SY	368	\$ 15.00	\$ 5,520.00	\$ 15.00	\$ 5,520.00	\$ 15.00	\$ 5,520.00	\$ 17.50	\$ 6,440.00	\$ 21.00	\$ 7,728.00
7.05	Sidewalk, PCC, 4in Thickness	SY	25	\$ 75.00	\$ 1,875.00	\$ 105.00	\$ 2,625.00	\$ 132.00	\$ 3,300.00	\$ 175.00	\$ 4,375.00	\$ 114.00	\$ 2,850.00
7.06	Sidewalk, PCC, 6in Thickness	SY	45	\$ 80.00	\$ 3,600.00	\$ 130.00	\$ 5,850.00	\$ 142.00	\$ 6,390.00	\$ 160.00	\$ 7,200.00	\$ 138.00	\$ 6,210.00
7.07	Detectable Warning	SF	64	\$ 65.00	\$ 4,160.00	\$ 75.00	\$ 4,800.00	\$ 71.00	\$ 4,544.00	\$ 65.00	\$ 4,160.00	\$ 78.00	\$ 4,992.00
7.08	Driveway, Paved, PCC, 6in Thickness	SY	421	\$ 70.00	\$ 29,470.00	\$ 140.00	\$ 58,940.00	\$ 82.00	\$ 34,522.00	\$ 125.00	\$ 52,625.00	\$ 150.00	\$ 63,150.00
7.09	Sidewalk Assurance Testing	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 5,500.00	\$ 5,500.00	\$ 2,550.00	\$ 2,550.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
7.10	Pavement Removal	SY	5,302	\$ 15.00	\$ 79,530.00	\$ 13.00	\$ 68,926.00	\$ 11.00	\$ 58,322.00	\$ 13.25	\$ 70,251.50	\$ 21.00	\$ 111,342.00
Division 8: Traffic Control													
8.01	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 10,500.00	\$ 10,200.00	\$ 10,200.00	\$ 26,500.00	\$ 26,500.00	\$ 13,160.00	\$ 13,160.00
Division 9: Site Work and Landscaping													
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM), Type	AC	0.60	\$ 15,000.00	\$ 9,000.00	\$ 7,000.00	\$ 4,200.00	\$ 6,800.00	\$ 4,080.00	\$ 7,130.00	\$ 4,278.00	\$ 14,000.00	\$ 8,400.00
9.02	Hydraulic Mulching, Temporary	AC	0.60	\$ 10,000.00	\$ 6,000.00	\$ 3,250.00	\$ 1,950.00	\$ 3,400.00	\$ 2,040.00	\$ 3,335.00	\$ 2,001.00	\$ 5,600.00	\$ 3,360.00
9.03	Intake Protection Device, Installation & Removal	EA	31	\$ 250.00	\$ 7,750.00	\$ 225.00	\$ 6,975.00	\$ 200.00	\$ 6,200.00	\$ 230.00	\$ 7,130.00	\$ 280.00	\$ 8,680.00
9.04	Intake Protection Device, Maintenance	EA	31	\$ 50.00	\$ 1,550.00	\$ 30.00	\$ 930.00	\$ 33.00	\$ 1,023.00	\$ 28.75	\$ 891.25	\$ 70.00	\$ 2,170.00
9.05	Manufactured Check Dams, Installation & Removal	LF	60	\$ 7.50	\$ 450.00	\$ 40.00	\$ 2,400.00	\$ 36.00	\$ 2,160.00	\$ 40.25	\$ 2,415.00	\$ 49.00	\$ 2,940.00
9.06	Rip Rap, Class E	TON	125	\$ 75.00	\$ 9,375.00	\$ 85.00	\$ 10,625.00	\$ 72.00	\$ 9,000.00	\$ 115.00	\$ 14,375.00	\$ 77.00	\$ 9,625.00
9.07	Rip Rap, Erosion Stone	TON	15	\$ 50.00	\$ 750.00	\$ 95.00	\$ 1,425.00	\$ 111.00	\$ 1,665.00	\$ 115.00	\$ 1,725.00	\$ 70.00	\$ 1,050.00
9.08	Wattle, Installation	LF	2000	\$ 3.00	\$ 6,000.00	\$ 2.00	\$ 4,000.00	\$ 1.80	\$ 3,600.00	\$ 2.00	\$ 4,000.00	\$ 3.00	\$ 6,000.00
9.09	Wattle, Removal	LF	2000	\$ 1.50	\$ 3,000.00	\$ 0.25	\$ 500.00	\$ 0.10	\$ 200.00	\$ 0.10	\$ 200.00	\$ 1.00	\$ 2,000.00
9.10	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,250.00	\$ 2,250.00	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,100.00	\$ 2,100.00
9.11	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,450.00	\$ 3,450.00	\$ 5,040.00	\$ 5,040.00
Division 10: Demolition													
10.01	Removal of Steel Storm Tank Structure	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 2,550.00	\$ 2,550.00	\$ 2,875.00	\$ 2,875.00	\$ 24,500.00	\$ 24,500.00
Division 11: Miscellaneous													
11.01	Mobilization	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 92,434.00	\$ 92,434.00	\$ 155,000.00	\$ 155,000.00	\$ 155,000.00	\$ 155,000.00	\$ 75,000.00	\$ 75,000.00
11.02	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,040.00	\$ 2,040.00	\$ 2,235.00	\$ 2,235.00	\$ 2,800.00	\$ 2,800.00
11.03	Remove & Salvage Sign To Owner	EA	11	\$ 500.00	\$ 5,500.00	\$ 275.00	\$ 3,025.00	\$ 204.00	\$ 2,244.00	\$ 115.00	\$ 1,265.00	\$ 700.00	\$ 7,700.00
11.04	Remove, Salvage & Reinstall Mailbox	EA	12	\$ 400.00	\$ 4,800.00	\$ 300.00	\$ 3,600.00	\$ 650.00	\$ 7,800.00	\$ 440.00	\$ 5,280.00	\$ 700.00	\$ 8,400.00
11.05	Maintenance of Postal Services	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,550.00	\$ 2,550.00	\$ 3,840.00	\$ 3,840.00	\$ 10,500.00	\$ 10,500.00
11.06	Maintenance of Solid Waste Collection	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,100.00	\$ 5,100.00	\$ 1,805.00	\$ 1,805.00	\$ 7,000.00	\$ 7,000.00
TOTAL CONSTRUCTION COST					\$ 1,369,515.00		\$ 1,545,000.00		\$ 1,549,449.00		\$ 1,678,341.75		\$ 1,962,322.00



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: County Line Road Traffic Signal Improvements – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on May 3, 2022 and the following are the results:

Van Maanen Electric, Inc. - \$71,429.49
Iowa Signal, Inc. - \$100,285.56
Voltmer Electric, Inc - \$142,991.80
Engineering Estimate - \$195,000.00

The results from the bidding showed good interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with the bids coming in well under the engineer's estimate and the low bidder being about \$123,500 under the engineer's estimate. The engineer's estimate appears to be either inflated due to perceived market conditions or it included items that were not part of this bidding package and in the procurement packages the City of Grimes already bid and awarded for the traffic signal poles, mast arms and equipment. The low bidder is Van Maanen Electric, Inc. of Newton, Iowa. The engineer and city staff has worked with Van Maanen Electric before and feel they are capable of performing this work.

FISCAL IMPACT: This project came in about \$123,500 under the engineer's estimate and is in the current Capital Improvements Program for construction this year.

PREVIOUS COUNCIL ACTION(S): Approval of a Professional Services Agreement for design and bidding, Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-1422

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE COUNTY LINE ROAD
TRAFFIC SIGNAL IMPROVEMENTS

WHEREAS, on the 12th day of April, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the County Line Road Traffic Signal Improvements; and

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

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

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

PASSED AND APPROVED this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVEMENTS", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-1522

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE
COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the County Line Road Traffic Signal Improvements, described in the plans and specifications heretofore adopted by this Council on May 10, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Van Maanen Electric, Inc. of Newton, IA

Amount of bid: \$71,429.49

Portion of project: All construction work

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

PASSED AND APPROVED this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVEMENTS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 05-1622

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVEMENTS**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the County Line Road Traffic Signal Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Van Maanen Electric, Inc. of Newton, IA

Amount of bid: \$71,429.49

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

City of Grimes
County Line Road Traffic Signal
Grimes, IA



Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: [515] 259-9190
Fax: [515] 233-4430
Bolton-Menk.com

TABULATION OF BIDS

Bid Letting Date: Wednesday May 3, 2022 @ 10:30 AM

Line No.	Description	Unit	Quantity	Van Maanen Electric, Inc Newton, IA		Iowa Signal Inc Grimes, IA		Votmer, Inc Decorah, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	8-PHASE CONTROLLER CABINET, 12" RISER, AND ACCESSORIES*	LS	1	\$4,685.00	\$4,685.00	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00
2	UNINTERRUPTABLE POWER SUPPLY*	LS	1	\$1,870.00	\$1,870.00	\$2,200.00	\$2,200.00	\$1,125.00	\$1,125.00
3	ETHERNET SWITCH*	EACH	1	\$285.00	\$285.00	\$1,500.00	\$1,500.00	\$375.00	\$375.00
4	FO TERMINATION PANEL AND ENCLOSURE*	EACH	1	\$285.00	\$285.00	\$150.00	\$150.00	\$750.00	\$750.00
5	VIDEO DETECTION SYSTEM*	LS	1	\$550.00	\$550.00	\$5,500.00	\$5,500.00	\$2,625.00	\$2,625.00
6	12" LED R, Y, G,Y>,G> (ALL LED) MAST ARM MOUNT*	EACH	1	\$305.00	\$305.00	\$1,400.00	\$1,400.00	\$250.00	\$250.00
7	12" LED R, Y, G,Y>,G> (ALL LED) POLE MOUNT*	EACH	1	\$305.00	\$305.00	\$1,200.00	\$1,200.00	\$250.00	\$250.00
8	12" LED <R,<Y,<FY,<G (ALL LED) MAST ARM MOUNT*	EACH	4	\$305.00	\$1,220.00	\$1,400.00	\$5,600.00	\$250.00	\$1,000.00
9	12" LED R,Y,G (ALL LED) MAST ARM MOUNT*	EACH	4	\$285.00	\$1,140.00	\$1,400.00	\$5,600.00	\$250.00	\$1,000.00
10	12" LED R,Y,G (ALL LED) POLE MOUNT*	EACH	3	\$285.00	\$855.00	\$1,200.00	\$3,600.00	\$250.00	\$750.00
11	POWER SUPPLY	EACH	1	\$2,400.00	\$2,400.00	\$650.00	\$650.00	\$1,840.00	\$1,840.00
12	TYPE I - PRE-CAST CONCRETE HANDHOLE	EACH	3	\$765.00	\$2,295.00	\$1,400.00	\$4,200.00	\$1,260.00	\$3,780.00
13	TYPE IV - 30" X 48" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	1	\$3,338.00	\$3,338.00	\$1,800.00	\$1,800.00	\$1,950.00	\$1,950.00
14	SIGNAL CABLE - 16C #14 AWG	LIN FT	559	\$3.47	\$1,939.73	\$5.00	\$2,795.00	\$9.30	\$5,198.70
15	VIDEO DETECTION CABLES	LIN FT	590	\$2.25	\$1,327.50	\$1.00	\$590.00	\$2.00	\$1,180.00
16	LUMINAIRE CABLE - 1C #8 AWG	LIN FT	561	\$1.42	\$796.62	\$3.50	\$1,963.50	\$3.20	\$1,795.20
17	POWER - 1C #6	LIN FT	34	\$1.77	\$60.18	\$5.00	\$170.00	\$14.00	\$476.00
18	GROUND - 1C #6 BARE	LIN FT	714	\$1.60	\$1,142.40	\$2.00	\$1,428.00	\$2.50	\$1,785.00
19	TRACER - 1C #10	LIN FT	714	\$1.20	\$856.80	\$1.00	\$714.00	\$1.85	\$1,320.90
20	PULL TAPE	LIN FT	714	\$0.59	\$421.26	\$0.75	\$535.50	\$1.50	\$1,071.00
21	2" PVC, TRENCHED	LIN FT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	2" PVC, PUSHED	LIN FT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	3" PVC, TRENCHED	LIN FT	163	\$18.00	\$2,934.00	\$17.00	\$2,771.00	\$60.00	\$9,780.00
24	3" PVC, PUSHED	LIN FT	515	\$21.00	\$10,815.00	\$25.00	\$12,875.00	\$33.00	\$16,995.00
25	CONTROLLER CABINET FOOTING	EACH	1	\$1,125.00	\$1,125.00	\$2,243.56	\$2,243.56	\$3,820.00	\$3,820.00
26	SIGNAL POLE FOOTING 3'-0" DIA. X 14'-0"	EACH	1	\$3,800.00	\$3,800.00	\$3,300.00	\$3,300.00	\$10,000.00	\$10,000.00
27	SIGNAL POLE FOOTING 3'-0" DIA. X 16'-0"	EACH	2	\$4,000.00	\$8,000.00	\$4,700.00	\$9,400.00	\$11,000.00	\$22,000.00
28	SIGNAL POLE FOOTING 3'-6" DIA. X 18'-0"	EACH	1	\$4,400.00	\$4,400.00	\$5,000.00	\$5,000.00	\$14,500.00	\$14,500.00
29	STEEL COMBINATION SIGNAL/LIGHTING - 44' MAST ARM - BLACK*	EACH	1	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$6,100.00	\$6,100.00
30	STEEL COMBINATION SIGNAL/LIGHTING - 48' MAST ARM - BLACK*	EACH	1	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$6,600.00	\$6,600.00
31	STEEL COMBINATION SIGNAL/LIGHTING - 52' MAST ARM - BLACK*	EACH	1	\$2,700.00	\$2,700.00	\$2,800.00	\$2,800.00	\$6,800.00	\$6,800.00
32	STEEL SIGNAL - 62' MAST ARM - BLACK*	EACH	1	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
33	LUMINAIRE FIXTURE	EACH	3	\$746.00	\$2,238.00	\$750.00	\$2,250.00	\$900.00	\$2,700.00
34	STREETNAME SIGN - (126" X 24"), MAST-ARM MOUNTED*	EACH	2	\$200.00	\$400.00	\$900.00	\$1,800.00	\$750.00	\$1,500.00
35	STREETNAME SIGN - (42" X 24"), MAST-ARM MOUNTED*	EACH	2	\$170.00	\$340.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
36	TRAFFIC SIGN, R3-5L, (30" X 36"), MAST-ARM MOUNTED*	EACH	4	\$160.00	\$640.00	\$450.00	\$1,800.00	\$335.00	\$1,340.00
37	TRAFFIC SIGN, R3-5R, (30" X 36"), MAST-ARM MOUNTED*	EACH	1	\$160.00	\$160.00	\$450.00	\$450.00	\$335.00	\$335.00
TOTAL BASE BID				\$71,429.49		\$100,285.56		\$142,991.80	

3-May-22

H:\GRIMES_CI_IA\A13120005_HWY 44 Improvements\6_Plans-Specs\B_Bid Tabulation\County Line Road Traffic Signal Improvements\County Line Road Traffic Signal Bid Tabu

(Hearing/Issuance - Revenue)

419952-67

Grimes, Iowa

May 10, 2022

A meeting of the City Council of the City of Grimes, Iowa, was held on May 10, 2022, at 5:30 p.m., at the Grimes Community Center, in the City.

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

Present: _____

Absent: _____.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 05-1722

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$36,573,000 Sewer Revenue Bonds, Series 2022

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 (as defined herein) 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 has heretofore proposed to contract indebtedness and enter into a certain 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 has published notice of the proposed action and has held a hearing thereon on May 10, 2022; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue Sewer Revenue Bonds, Series 2022 (the “Bonds”) in evidence thereof in the principal amount of \$36,573,000 in order to pay the costs of the Project;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the “Loan”) to the City in the amount of \$36,573,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$36,573,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of \$36,573,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds

by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with the Outstanding Bond and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SEWER REVENUE BOND, SERIES 2022

No. R-1 \$36,573,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2043	May 27, 2022

The City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

THIRTY-SIX MILLION FIVE HUNDRED SEVENTY-THREE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2022, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2024, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2043. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the

“Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Taxable Sewer Revenue Improvement and Refunding Bond, Series 2021, dated September 10, 2021 and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by

law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF GRIMES, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entirety	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2024	\$ 200,000	2034	\$2,250,000
2025	\$ 250,000	2035	\$2,295,000
2026	\$ 500,000	2036	\$2,341,000
2027	\$ 750,000	2037	\$2,387,000
2028	\$1,000,000	2038	\$2,435,000
2029	\$1,250,000	2039	\$2,484,000
2030	\$1,500,000	2040	\$2,534,000
2031	\$2,120,000	2041	\$2,584,000
2032	\$2,162,000	2042	\$2,636,000
2033	\$2,206,000	2043	\$2,689,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as any of the Bonds, the Outstanding Bond or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bond and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolution shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bond. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bond. The provisions of the Outstanding Bond Resolution and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City’s Sewer Revenue Fund (“Sewer Revenue Fund”) created under the Outstanding Bond Resolution. The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolution, be used to pay the principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 9. The provisions in and by the Outstanding Bond Resolution, whereby there has been created and is to be maintained a Sewer Revenue Bond Sinking Fund (herein referred to as the “Sinking Fund”), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bond, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the

security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolution, and paid into the Sinking Fund shall be not less than as follows:

Commencing on June 1, 2022, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on June 1, 2023 and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provision shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bond and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolution whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first paying the Operating Expenses and making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bond and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolution and this resolution, any balance in the Surplus Fund may be

expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bond and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bond and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provision shall have been made for the payment of the Bonds, the Outstanding Bond and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bond or any Parity Obligations, the Outstanding Bond Resolution and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bond or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bond or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bond or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bond or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bond and any Parity Obligations on the insurable portions of the

Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bond or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds, the Outstanding Bond and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bond or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender

and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 17. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 18. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 19. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 20. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 10, 2022.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

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On motion and vote, the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and the issuance of \$36,573,000 Sewer Revenue Bonds, Series 2022 (the “Bonds”) of said City evidencing the City’s obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon my examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the “Utility”), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City’s outstanding Taxable Sewer Revenue Improvement and Refunding Bond, Series 2021, dated September 10, 2021; and the current issue of the \$36,573,000 Sewer Revenue Bond, Series 2022 of the City.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk Rochelle Williams

LOAN AND DISBURSEMENT AGREEMENT
\$36,573,000 SEWER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of May 27, 2022, by and between the City of Grimes, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the "Program") established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 92 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on May 10, 2022, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) “Wastewater Treatment System” shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the “Revenue Bond”) in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$36,573,000 (the “Loan”).

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of

redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$100,000.00), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System,

which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or

the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

Section 19. Repayment of Planning and Design Loan. The Participant entered into an Interim Loan and Disbursement Agreement with the Issuer to provide funds to pay the costs of planning and designing the Project. The Participant agrees to repay the Interim Loan and Disbursement Agreement on the date of this Agreement. Unless the Participant notifies the Issuer that the Participant intends to repay the Interim Loan and Disbursement Agreement from other funds, and the Issuer has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount due under the Interim Loan and Disbursement Agreement from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF GRIMES, IOWA

By: _____
Mayor Scott Mikkelsen

Attest:

City Clerk

Rochelle Williams

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Grimes, Iowa (the "City"), do hereby certify as of May 27, 2022 (the "Dated Date"), that we are now and were at the time of the execution of the City's \$36,573,000 Sewer Revenue Bond, Series 2022, dated the date hereof (the "Series 2022 Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on May 10, 2022 (the "Resolution"), and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2022 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$36,573,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolution and the Agreement.

The Series 2022 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2022 Bond has been executed by the City Treasurer; and the Series 2022 Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2022 Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "Utility").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2022 Bond or in any way concerning the validity of the Series 2022 Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolution) from the operation of the Utility to the full and prompt payment of the principal of and interest on the Series 2022 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2022 Bond have been repealed or rescinded.

We further certify that no appeal of the decision of the City Council to enter into the Agreement and to issue the Series 2022 Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility, except for the City's outstanding Taxable Sewer Revenue Improvement and Refunding Bond, Series 2021, dated September 10, 2021.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the Council of the City.

We further certify that all meetings held in connection with the Series 2022 Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at

the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The total costs of the Project (the "Total Project Costs"), including engineering fees, are currently estimated to be at least \$36,573,000.
2. The net sales proceeds of the Series 2022 Bond are \$36,573,000 (the "Net Sales Proceeds"), the same being the Issue Price thereof.
3. The Net Sales Proceeds, including investment earnings thereon, will be invested by the City without restriction as to yield for a period not to exceed three years from the date hereof (the "Three Year Temporary Period"), the following three tests being reasonably expected to be satisfied by the City:
 - a. Time Test: The City has entered into or, within six months of the date hereof, will enter into binding contracts for the Project with third parties (e.g. engineers or contractors);
 - (i) which are not subject to contingencies directly or indirectly within the City's control;
 - (ii) which provide for the payment by the City to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;
 - b. Expenditure Test: At least 85% of Net Sales Proceeds will be applied to the payment of Total Project Costs within the Three Year Temporary Period; and
 - c. Due Diligence Test: Acquisition and construction of the Project to completion and application of the Net Sales Proceeds to the payment of Total Project Costs will proceed with due diligence.
4. The Series 2022 Bond is payable from Net Revenues of the Utility which will be collected in a Sinking Fund and applied to the payment of interest on the Series 2022 Bond on each June 1 and December 1 and principal of the Series 2022 Bond on each June 1 (the 12-month period ending on each June 1 being herein referred to as a "Bond Year"); the Sinking Fund is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; the Sinking Fund will be depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year; or (ii) 1/12 of the principal and interest payments on the Series 2022 Bond for the immediately preceding Bond Year; amounts on deposit in the Sinking Fund will be invested by the City without restriction as to yield for a period of 13 months after their date of deposit.

5. The City Council adopted a resolution on April 26, 2022 declaring its official intent to acquire and construct the Project and finance the same with bonds or other obligations (the “Intent Resolution”).

The City certifies that none of the costs of the Project to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Series 2022 Bond; (ii) costs aggregating an amount not in excess of the lesser of \$100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Series 2022 Bond; the City will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Project is placed in service (or abandoned); and such allocations will be made by the City in writing.

The City will seek reimbursement of prior expenditures already paid by the City from the proceeds of the Series 2022 Bond in the amount of \$ _____, such amounts having been expended to pay the costs of the Project.

6. Not more than 50% of the Net Sales Proceeds will be invested in nonpurpose investments [as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as amended (the “Code”)] having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

7. The proceeds of the Series 2022 Bond will be advanced by the Lender from time to time to pay or reimburse the City for costs of the Project. Accordingly, the City does not expect to invest the proceeds of the Series 2022 Bond prior to payment or reimbursement of the costs of the Project, and therefore no arbitrage earnings are expected to be realized.

If the City does invest the proceeds of the Series 2022 Bond prior to the payment or reimbursement of the costs of the Project, the City covenants and agrees to invest the proceeds of the Series 2022 Bond in investments purchased at fair market value in a manner that satisfies the safe harbors provided by the Internal Revenue Service, Iowa law governing investments by the City and the City’s investment policy. Additionally, if the City does not spend the Series 2022 Bond proceeds in accordance with the time periods set forth in the next paragraph (or another applicable rebate exception), rebate payments to the United States regarding investment proceeds may be required to be made by the City.

The City expects to spend the Net Sales Proceeds (along with any investment earnings on such proceeds) by December 1, 2023. Accordingly, the City reasonably expects that the Net Sales Proceeds will be fully spent for costs of the Project within the time periods set forth in the Two-Year Exception described below:

Two-Year Exception: The Series 2022 Bond will qualify as a “construction issue” as defined in Section 148(f)(4)(c)(vi) of the Code and Section 1.148-7(f) of the Regulations because at least 75% of the “available construction proceeds” as defined in Section 148(f)(4)(c)(vi) of the

Code will be allocated to capital expenditures that are allocable to the cost of land, buildings, improvements, permanent structures or constructed personal property. Accordingly, if all Net Sales Proceeds of the Series 2022 Bond (other than the amount used to pay costs of issuance), are expended at least as quickly as 10% within 6 months from the date of issuance of the Series 2022 Bond, 45% within 12 months, 75% within 18 months and 100% within 2 years, then rebate will be required only with respect to a reasonably required reserve or replacement fund, if any. If the City exercises due diligence to complete the Project and an amount not exceeding the lesser of 3% of the Net Sales Proceeds (\$1,097,190) or \$250,000 remains unspent as of the end of the two years, the City will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to five percent of the Net Sales Proceeds (\$1,828,650) need not be spent until 3 years after the Dated Date (the issue date of the Series 2022 Bond).

We certify that the City will comply with the investment requirements of Section 148 of the Code and the Regulations relating thereto with respect to the proceeds of the Series 2022 Bond, including the requirement to invest the proceeds of the Series 2022 Bond (and the investment earnings thereon) at fair market value, and, if appropriate, to comply with the bidding requirements for investment contracts. The City acknowledges that if it fails to spend the proceeds of the Series 2022 Bond (along with the investment earnings thereon) within the time periods set forth in the 18 Month Exception (or another applicable rebate exception), the City may have a rebate liability to the United States pursuant to Section 148 of the Code. The City shall consult with the appropriate auditors or rebate specialists with regard to determination of rebate liability.

8. The City shall make a final allocation of the proceeds of the Series 2022 Bond to capital expenditures not later than 18 months after the in-service date of the Project and in any event not later than five years and 60 days after the issuance of the Series 2022 Bond or not later than 60 days after retirement of the Series 2022 Bond.

9. The weighted average maturity of the Series 2022 Bond does not exceed the reasonably expected economic life of the Project.

10. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

11. On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Series 2022 Bond to be an "arbitrage bond" under Section 148 of the Code and the regulations prescribed under that section. The City has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF GRIMES, IOWA

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SEWER REVENUE BOND, SERIES 2022

No. R-1

\$36,573,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2043	May 27, 2022

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

THIRTY-SIX MILLION FIVE HUNDRED SEVENTY-THREE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2022, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2024, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2043. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "Utility").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Taxable Sewer Revenue Improvement and Refunding Bond, Series 2021, dated September 10, 2021 and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF GRIMES, IOWA

By _____
Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

City Treasurer Marcia Woodke

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2024	\$ 200,000	2034	\$2,250,000
2025	\$ 250,000	2035	\$2,295,000
2026	\$ 500,000	2036	\$2,341,000
2027	\$ 750,000	2037	\$2,387,000
2028	\$1,000,000	2038	\$2,435,000
2029	\$1,250,000	2039	\$2,484,000
2030	\$1,500,000	2040	\$2,534,000
2031	\$2,120,000	2041	\$2,584,000
2032	\$2,162,000	2042	\$2,636,000
2033	\$2,206,000	2043	\$2,689,000

Estimated Amortization Schedule

City of Grimes
Sewer Revenue Bond
CS-1920975-01



Loan summary

Loan Closing Date	May 27, 2022
Final Disbursement Date	Dec 1, 2023
Final Maturity Date	Jun 1, 2043
Loan Period in Years	20
Total Loaned Amount	\$ 36,573,000.00
Initiation Fee	100,000.00
Net Proceeds to Borrower	\$ 36,473,000.00
Annual Interest Rate	1.75%
Total Interest	\$ 8,483,100.98
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 1,211,871.57
Total Loan Costs	\$ 9,794,972.55

Estimated Draw Schedule

Initiation Fee -	May 27, 2022	100,000.00
P & D Payoff -	May 27, 2022	475,000.00
Estimated Draw #1-	May 27, 2022	3,599,300.00
Estimated Draw #2-	Jul 22, 2022	3,599,300.00
Estimated Draw #3-	Sep 16, 2022	3,599,300.00
Estimated Draw #4-	Nov 11, 2022	3,599,300.00
Estimated Draw #5-	Jan 6, 2023	3,599,300.00
Estimated Draw #6-	Mar 3, 2023	3,599,300.00
Estimated Draw #7-	Apr 28, 2023	3,599,300.00
Estimated Draw #8-	Jun 23, 2023	3,599,300.00
Estimated Draw #9-	Aug 18, 2023	3,599,300.00
Estimated Draw #10-	Oct 13, 2023	3,599,300.00
Held for Final Docs -	Dec 1, 2023	5,000.00
Total Loaned Amount		36,573,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2022	11,372,900.00		73,029.85	10,432.84	83,462.69		11,372,900.00
Jun 1, 2023	25,770,100.00		181,047.02	25,863.86	206,910.88	290,373.57	25,770,100.00
Dec 1, 2023	36,568,000.00		279,552.86	39,936.12	319,488.98		36,568,000.00
Jun 1, 2024	36,573,000.00	200,000.00	320,013.75	45,716.25	565,730.00	885,218.98	36,373,000.00
Dec 1, 2024	36,373,000.00		318,263.75	45,466.25	363,730.00		36,373,000.00
Jun 1, 2025	36,373,000.00	250,000.00	318,263.75	45,466.25	613,730.00	977,460.00	36,123,000.00
Dec 1, 2025	36,123,000.00		316,076.25	45,153.75	361,230.00		36,123,000.00
Jun 1, 2026	36,123,000.00	500,000.00	316,076.25	45,153.75	861,230.00	1,222,460.00	35,623,000.00
Dec 1, 2026	35,623,000.00		311,701.25	44,528.75	356,230.00		35,623,000.00
Jun 1, 2027	35,623,000.00	750,000.00	311,701.25	44,528.75	1,106,230.00	1,462,460.00	34,873,000.00
Dec 1, 2027	34,873,000.00		305,138.75	43,591.25	348,730.00		34,873,000.00
Jun 1, 2028	34,873,000.00	1,000,000.00	305,138.75	43,591.25	1,348,730.00	1,697,460.00	33,873,000.00
Dec 1, 2028	33,873,000.00		296,388.75	42,341.25	338,730.00		33,873,000.00
Jun 1, 2029	33,873,000.00	1,250,000.00	296,388.75	42,341.25	1,588,730.00	1,927,460.00	32,623,000.00
Dec 1, 2029	32,623,000.00		285,451.25	40,778.75	326,230.00		32,623,000.00
Jun 1, 2030	32,623,000.00	1,500,000.00	285,451.25	40,778.75	1,826,230.00	2,152,460.00	31,123,000.00
Dec 1, 2030	31,123,000.00		272,326.25	38,903.75	311,230.00		31,123,000.00
Jun 1, 2031	31,123,000.00	2,120,000.00	272,326.25	38,903.75	2,431,230.00	2,742,460.00	29,003,000.00
Dec 1, 2031	29,003,000.00		253,776.25	36,253.75	290,030.00		29,003,000.00
Jun 1, 2032	29,003,000.00	2,162,000.00	253,776.25	36,253.75	2,452,030.00	2,742,060.00	26,841,000.00
Dec 1, 2032	26,841,000.00		234,858.75	33,551.25	268,410.00		26,841,000.00
Jun 1, 2033	26,841,000.00	2,206,000.00	234,858.75	33,551.25	2,474,410.00	2,742,820.00	24,635,000.00
Dec 1, 2033	24,635,000.00		215,556.25	30,793.75	246,350.00		24,635,000.00
Jun 1, 2034	24,635,000.00	2,250,000.00	215,556.25	30,793.75	2,496,350.00	2,742,700.00	22,385,000.00
Dec 1, 2034	22,385,000.00		195,868.75	27,981.25	223,850.00		22,385,000.00
Jun 1, 2035	22,385,000.00	2,295,000.00	195,868.75	27,981.25	2,518,850.00	2,742,700.00	20,090,000.00
Dec 1, 2035	20,090,000.00		175,787.50	25,112.50	200,900.00		20,090,000.00
Jun 1, 2036	20,090,000.00	2,341,000.00	175,787.50	25,112.50	2,541,900.00	2,742,800.00	17,749,000.00
Dec 1, 2036	17,749,000.00		155,303.75	22,186.25	177,490.00		17,749,000.00
Jun 1, 2037	17,749,000.00	2,387,000.00	155,303.75	22,186.25	2,564,490.00	2,741,980.00	15,362,000.00
Dec 1, 2037	15,362,000.00		134,417.50	19,202.50	153,620.00		15,362,000.00
Jun 1, 2038	15,362,000.00	2,435,000.00	134,417.50	19,202.50	2,588,620.00	2,742,240.00	12,927,000.00
Dec 1, 2038	12,927,000.00		113,111.25	16,158.75	129,270.00		12,927,000.00
Jun 1, 2039	12,927,000.00	2,484,000.00	113,111.25	16,158.75	2,613,270.00	2,742,540.00	10,443,000.00
Dec 1, 2039	10,443,000.00		91,376.25	13,053.75	104,430.00		10,443,000.00
Jun 1, 2040	10,443,000.00	2,534,000.00	91,376.25	13,053.75	2,638,430.00	2,742,860.00	7,909,000.00
Dec 1, 2040	7,909,000.00		69,203.75	9,886.25	79,090.00		7,909,000.00
Jun 1, 2041	7,909,000.00	2,584,000.00	69,203.75	9,886.25	2,663,090.00	2,742,180.00	5,325,000.00
Dec 1, 2041	5,325,000.00		46,593.75	6,656.25	53,250.00		5,325,000.00
Jun 1, 2042	5,325,000.00	2,636,000.00	46,593.75	6,656.25	2,689,250.00	2,742,500.00	2,689,000.00
Dec 1, 2042	2,689,000.00		23,528.75	3,361.25	26,890.00		2,689,000.00
Jun 1, 2043	2,689,000.00	2,689,000.00	23,528.75	3,361.25	2,715,890.00	2,742,780.00	0.00



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

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING:

Kennybrook Village Plat 2 – Final Plat

SYNOPSIS:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the property. The proposed final plat will provide for three development lots 1.59, 1.78, and 7.49 acres in size. Lot 1 and 2 are already developed with the Kennybrook Village Retirement Community facilities. Lot 3 will be reserved for future development.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Preliminary Plat – 10/26/2021

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning, 10/05/2021

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the final plat for Kennybrook Village Plat 2, subject to any remaining staff comments.

Planning & Zoning Staff Report

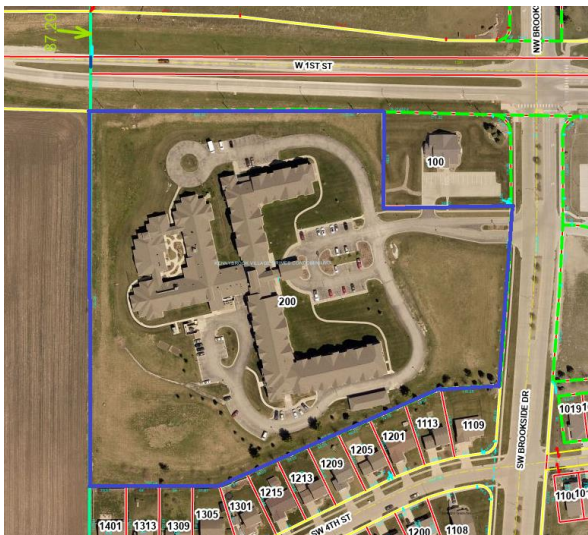


TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: October 5, 2021
RE: Kennybrook Village Plat 2 – Final Plat

GENERAL INFORMATION:

Applicant:	Kennybrook Village Grimes Condominiums
Requested Action	Final Plat
Location	200 SW Brookside Drive

SUPPORTING INFORMATION:



LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Assisted Living Facility	Mixed Use 1	C-2
North	Townhomes	Mixed Use 1	C-2
South	Single-Family	Low Density Residential	R2-60
East	Commercial	Mixed Use 1	C-2
West	Vacant	Mixed Use 1	Dallas County Agricultural

BACKGROUND:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the property. The proposed final plat will provide for three development lots 1.59, 1.78, and 7.49 acres in size. Lot 1 and 2 are already developed with the Kennybrook Village Retirement Community facilities. Lot 3 will be reserved for future development.

ANALYSIS:

The final plat layout is consistent with the preliminary plat and indicates the appropriate easements. The site can be accessed from one shared driveway off of SW Brookside Drive. Pedestrian access is existing along SW Brookside Drive. Sanitary is provided off of W 1st Street and water is provided off of SW Brookside.

STAFF RECOMMENDATION:

Staff would recommend approval of the final plat for Kennybrook Village Plat 2, subject to any remaining staff comments and legal review.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~September 23, 2021~~

~~September 30, 2021~~

April 28, 2022

Civil Design Advantage

Attn: Keith Weggen

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: Kennybrook Village Plat 2 Final Plat

Dear Mr. Weggen:

The Development Services Department is in receipt of a proposed Final Plat for the Kennybrook Village Plat 2. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Label addresses.~~
 - ~~a. Lot 1 200 SW Brookside Drive~~
 - ~~b. Lot 2 230 SW Brookside Drive~~
 - ~~c. Lot 3 280 SW Brookside Drive~~
- ~~2. Update overlay to Transportation Corridor Mixed Use Development Overlay District under the zoning section.~~
- ~~3. Provide vicinity sketch.~~
- ~~4. Provide signed final plat.~~

Legal Comments:

- ~~1. Title opinion~~
- ~~2. Consent(s) to Plat~~
 - ~~a. Owner consent~~
 - ~~b. Mortgagee consent (if applicable)~~

~~2. Treasurer's Certificate~~

~~3. County Subdivision Name Approval~~

~~4. Legal description in Word format~~

~~5. Easement documents and legal descriptions~~

~~a. Public Sanitary Sewer Easement~~

~~b. Private Access Easement~~

~~6. Declaration and Covenants, Restrictions and Easements N/A~~

~~7. 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: September 29, 2021
(1 PDF of Preliminary Plat)

PLANNING & ZONING: October 5, 2021 at 5:30

COUNCIL MEETING: October 26, 2021 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

INDEX LEGEND

LOCATION: LOT 1, KENNYBROOK VILLAGE PLAT 1
GRIMES, POLK COUNTY, IOWA

REQUESTOR: CCRC OF GRIMES LLC

PROPRIETOR: CCRC OF GRIMES LLC
200 SW BROOKSIDE DR
GRIMES, IA 50111

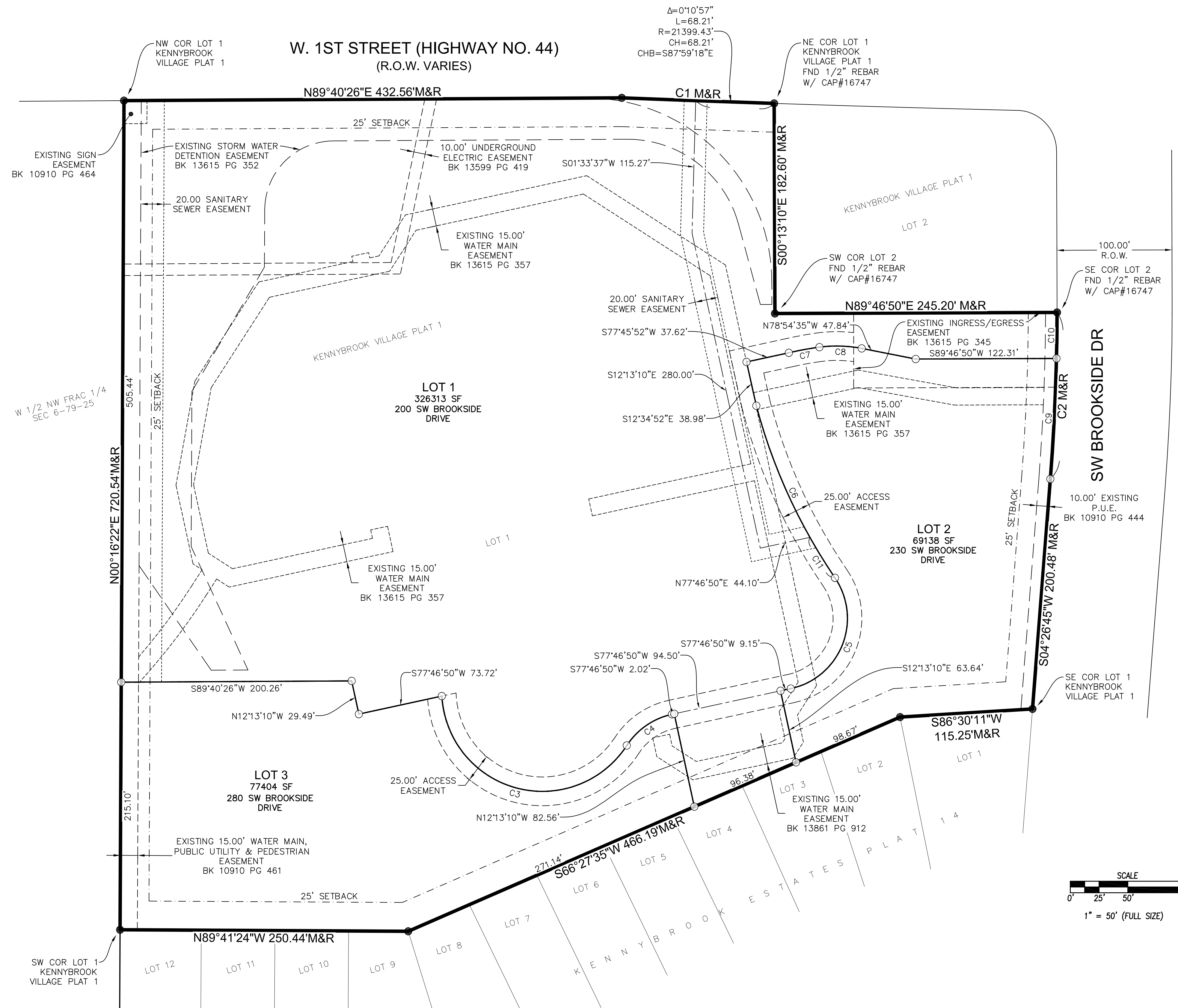
SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

KENNYBROOK VILLAGE PLAT 2

FINAL PLAT



PLAT DESCRIPTION

LOT 1, KENNYBROOK VILLAGE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 10.86 ACRES (472,856 S.F.) SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

OWNER / DEVELOPER

CCRC OF GRIMES LLC
200 SW BROOKSIDE DR
GRIMES, IA 50111

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

DATE OF SURVEY

08-30-2021

ZONING

C-2 GENERAL & HIGHWAY SERVICE
COMMERCIAL DISTRICT

- * TRANSPORTATION CORRIDOR MIXED
USED DEVELOPMENT CORRIDOR
DISTRICT

BULK RESTRICTIONS

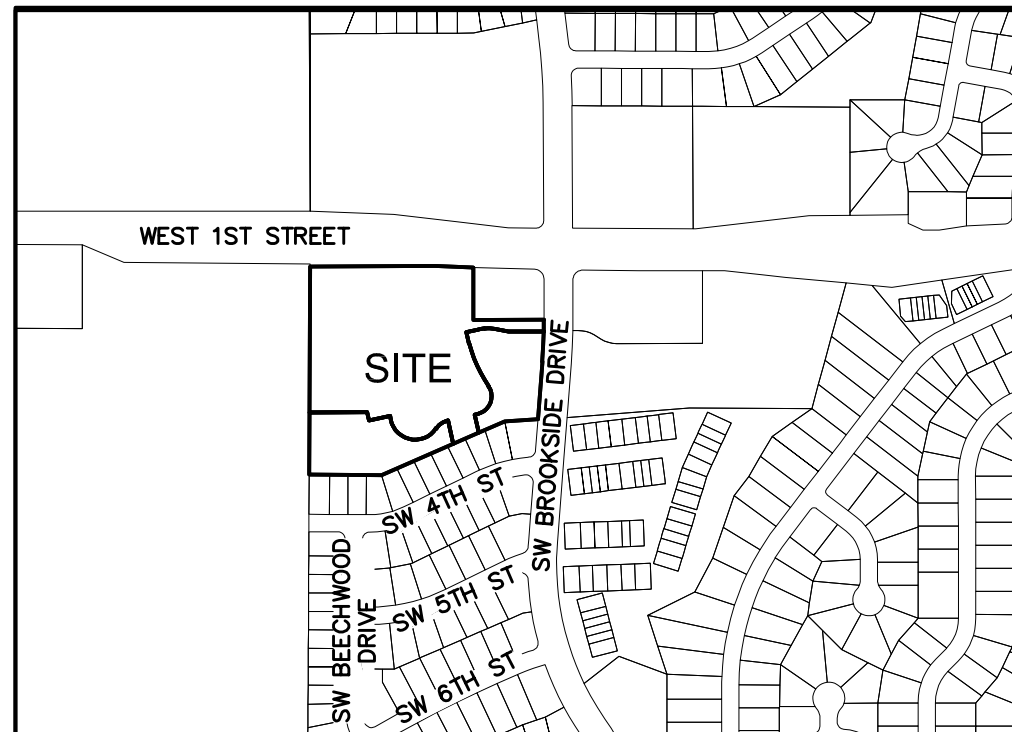
SETBACKS
FRONT YARD: 25'
REAR YARD: 25'
SIDE YARD: NONE (25' WHEN
ADJOINING ANY 'R'
DISTRICT OR R.O.W.)

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

VICINITY MAP

NOT TO SCALE

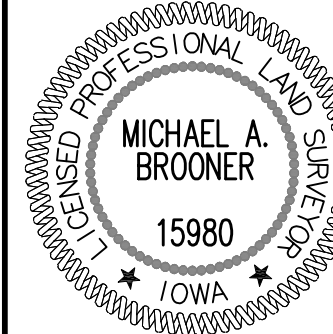
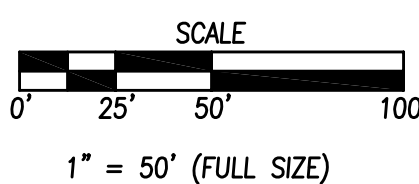


LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
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		

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	0°21'17"	21399.43'	132.46'	S87°54'08"E	132.46'
C2	4°15'27"	1950.00'	144.90'	S02°19'01"W	144.87'
C3	143°56'31"	87.50'	219.82'	N75°03'36"W	166.41'
C4	44°48'42"	62.50'	48.88'	S55°22'29"W	47.65'
C5	112°03'28"	62.50'	122.24'	S21°45'06"W	103.66'
C6	19°25'13"	487.50'	165.24'	S24°34'02"E	164.45'
C7	5°26'28"	285.08'	27.07'	S79°35'35"W	27.06'
C8	18°46'36"	112.50'	36.87'	N88°17'53"W	36.70'
C9	3°04'55"	1950.00'	104.89'	S02°54'17"W	104.88'
C10	1°10'32"	1950.00'	40.01'	S00°46'34"W	40.01'
C11	4°51'52"	487.50'	41.39'	N31°50'42"W	41.38'



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

MICHAEL A. BROONER, P.L.S. 4-27-2022
DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

DATE

3-14-22

9/29/21

9/1/21

REVISIONS

4121 NW URBANDALE AVE
URBANDALE, IA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410

REVIEW:

TECH:

ENGINEER:

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

KENNYBROOK VILLAGE PLAT 2

FINAL PLAT

1

1

2104.333

RESOLUTION NO. 05-1822

RESOLUTION APPROVING FINAL PLAT OF KENNYBROOK VILLAGE PLAT 2 AND
CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Kennybrook Village Plat 2, 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 Kennybrook Village Grimes Condominiums, (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 plat of Kennybrook Village Plat 2 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 Kennybrook Village Plat 2 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. Access Easement
2. Sanitary Sewer Easement

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 Kennybrook Village Plat 2 as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this 10th day of May, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 10, 2022

AGENDA HEADING: Traffic Signal Network Communication – Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to: 1) receive the bids from the Iowa Department of Transportation (IDOT) public bid letting for the Traffic Signal Network Communication project; and 2) pass a resolution awarding the construction and authorizing the City Engineer to digitally sign the construction contract & bond, as required by the IDOT. This project was bid on April 19, 2022 and the following are the results:

Van Maanen Electric, Inc.	\$1,070,613.20
Iowa Signal, Inc.	\$1,072,406.00
Price Industrial Electric, Inc.	\$1,415,020.00
Engineer's Estimated Cost	\$1,466,160.00

The results from the bidding showed good interest in this project for this type of work and the current bidding environment. The two lowest bids were within \$1,793 of each other with the low bidder being about \$395,000 under the engineer's estimate. The low bidder is Van Maanen Electric, Inc. of Newton, Iowa. Van Maanen Electric has successfully completed projects for Grimes in the past and is fully capable of performing this work.

This project is the connectivity and detection part of the traffic signal system improvements with the second part being the RFP that is currently out to bid for the implementation of a signal management system that will include automated traffic signal performance measures.

FISCAL IMPACT: This project came in about \$395,000 under the engineer's estimate at \$1,070,613.20. The funding source for this work will be from the ICAAP grant funding and the line item in the current CIP for this project.

PREVIOUS COUNCIL ACTION(S): ICAAP Grant Application Resolution, Iowa DOT ICAAP Agreement Approval, Approval of a Professional Services Agreement for design and construction.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution, as stated above.

RESOLUTION 05-1922

**A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE
TRAFFIC SIGNAL NETWORK COMMUNICATION PROJECT.**

WHEREAS, the City of Grimes (Grimes) was awarded Iowa Department of Transportation (IDOT) Iowa's Clean Air Attainment Program (ICAAP) funding for the Traffic Signal Network Communication project, and;

WHEREAS, the IDOT held a public bid letting for the Traffic Signal Network Communication project, as required by the IDOT Agreement for ICAAP funding, and;

WHEREAS, the bid results are as follows:

Van Maanen Electric, Inc.	\$1,070,613.20
Iowa Signal, Inc.	\$1,072,406.00
Price Industrial Electric, Inc.	\$1,415,020.00
Engineer's Estimated Cost	\$1,466,160.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the bid from Van Maanen Electric, Inc. in the amount of \$1,070,613.20 be accepted for the construction of the Traffic Signal Network Communication project and the City Engineer be authorized to electronically sign the construction Contract and Bond, as required by the IDOT.

DATED this 10th day of May, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

GRIMES RESOLUTION NO. 05-2422

RESOLUTION TO ENTER INTO GIFT AGREEMENT

WHEREAS, in 2020, Hope Development & Realty LLC (“Hope”) presented the Hope Entertainment District to the Grimes City Council for consideration (the “Project”); and

WHEREAS, the Project resulted in a Development Agreement with Grimes that included the construction by Hope of a 50-Acre multi-sport athletic facility called the “Sports Complex”; and,

WHEREAS, Hope has now presented to the City of Grimes (“Grimes”), an offer to transition the Sports Complex project to the City by conveying a gift of land, monies and leases to Grimes, and as a result, have Grimes become the owner of the Sports Complex property and accept responsibility for the completion of construction and eventual management of the Sports Complex; and,

WHEREAS, the conveyance of land proposed by Hope includes a Real Estate Gift Agreement with Grimes, which has been attached to this resolution;

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

Grimes agrees to enter into the attached Real Estate Gift Agreement and the Mayor is authorize to sign it, with the understanding there are other legal documents still to be finalized, approved and signed that are critical to finalization of the real estate transfer, including the following:

1. A Monetary Gift Agreement;
2. A warranty deed to convey the Sports Complex property to Grimes;
3. An assignment by Hope to Grimes of any existing lease agreements concerning the Sports Complex;
4. A modification or amendment of the existing Development Agreement and/or creation of any additional agreements that define and guarantee the manner in which any financial payments for the construction of the Sport Complex are to be conveyed from Hope to Grimes;
5. An assignment to Grimes of any construction contracts that currently exist between Hope and any companies that are performing construction work on the Sport Complex;
6. An agreement to terminate any existing Sports Complex management agreement between Grimes and Hope;
7. Any tax documents requested by Hope to verify the donations of property and funds by Hope to Grimes for the Sports Complex; and,
8. Any other legal documentation or agreements recommended by City Staff or Grimes legal counsel.

PASSED AND APPROVED this ____ day of April, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

REAL ESTATE
GIFT AGREEMENT

This Real Estate Gift Agreement ("Agreement") is effective as of the date of the last signature below ("Effective Date"), by and between **HOPE K. FARMS, LLC**, an Iowa limited liability Company ("Hope"), and **THE CITY OF GRIMES, IOWA**, a municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, Hope is the owner of a tract of undeveloped real estate containing approximately 49 acres to be developed by the City and used for a sports complex, in substantial conformance with the specifications described in Exhibit "C" attached hereto, and within the timeframes set forth in Exhibit "D" attached hereto, as legally described in Exhibit "A" attached hereto ("Sports Property"); and

WHEREAS, Hope is the owner of a tract of real estate containing approximately 12 acres to be used as a detention pond, as legally described in Exhibit "B" attached hereto ("Pond Property"); and

WHEREAS, Hope desires to gift and convey the Sports Property and the Pond Property to the City and to set forth the terms and conditions of said charitable gift; and

WHEREAS, the City is willing to accept the Sports Property and the Pond Property from Hope on the terms and conditions as set forth below;

NOW, THEREFORE, Hope and the City agree as follows:

1. Gift.

A. Hope hereby agrees to irrevocably gift to the City, upon the terms and conditions as hereinafter set forth, the Sports Property for the future development by the City, at City's cost and expense, of a regional sports complex, together with any easements and appurtenant servient estates and subject to reasonable easements and restrictions of record. The conveyance by Hope to the City of the Sports Property shall not require the payment of any sums of money to Hope by the City and the conveyance shall strictly be an irrevocable charitable gift for public purposes. The City hereby acknowledges that Hope has obtained an appraisal by an independent third-party appraiser to determine the fair market value of the Sports Property, and the City agrees to cooperate in the execution of any necessary forms for the purposes of the charitable donation of the Sport Property.

B. Hope hereby agrees to irrevocably gift to the City, upon the terms and conditions as hereinafter set forth the Pond Property for water detention for the benefit of the City and other property owners, together with any easements and appurtenant servient estates and subject to reasonable easements and restrictions of record. The conveyance by Hope to the City of the Pond Property shall not require the payment of any sums of money to Hope by the City and the conveyance shall strictly be an irrevocable charitable gift for public purposes. The City hereby

acknowledges that Hope has obtained an appraisal by an independent third party appraiser to determine the fair market value of the Pond Property, and the City agrees to cooperate in the execution of any necessary forms for the purposes of the charitable donation of the Pond Property.

2. Real Estate Taxes.

Hope shall pay all real estate taxes for the Sports Property and the Pond Property that are liens for all prior tax years and all those real estate taxes for the Sports Property and the Pond Property that are due and payable in the fiscal year in which possession is given, and shall pay its prorated share as may be determined by the Polk County Treasurer, based upon the date of Closing (hereinafter defined), due and payable in the subsequent fiscal year. Thereafter, the City shall be responsible for any real estate taxes for the Sports Property and the Pond Property or shall take necessary steps with the Polk County Assessor to cause the Sports Property and the Pond Property to become tax exempt.

3. Closing.

Subject to conditions precedent as described below in Paragraph 4, Closing of the transaction contemplated by this Agreement shall take place on or before May 31, 2022, at the City of Grimes City Hall or other place mutually agreeable to the parties ("Closing").

4. Conditions Precedent.

The following are conditions precedent to Closing of the transaction contemplated by this Agreement. If the following conditions are not met to the reasonable satisfaction of either Hope or the City, either party may rescind this Agreement and thereafter neither party shall have any claim against the other and neither party shall have any further rights or duties hereunder:

A. Abstract and Title.

Hope, at its expense, shall promptly obtain an abstract of title to the Sports Property and Pond Property continued through the Effective Date and deliver it to the City attorney for examination. The abstract shall show merchantable title to the Sports Property and Pond Property in Hope in conformity with this Agreement, Iowa law, and the Title Standards of the Iowa State Bar Association. Hope shall make every reasonable effort to promptly perfect title. If Closing is delayed due to Hope's inability to provide merchantable title, this Agreement shall nevertheless continue in force and effect until either party rescinds the Agreement after giving ten (10) days' prior written notice to the other party, after which neither party shall have any claim against the other party. The abstract of title for the Sports Property and the Pond Property shall become the property of the City at the time of Closing. Hope shall pay the costs of any additional abstracting and title work due to any act or omission of Hope.

B. Plans, Environmental, and other Documentation and Reports.

Hope represents that it has not received any notice from any governmental authority nor does it have any personal knowledge of any governmental requirement to correct or remediate any environmental hazard or to correct any environmental violation regarding the Sports Property and the Pond Property. Within 10 days after the Effective Date, Hope will present the City with a true and correct copy of all warranties, site plans, survey, soil, and substrata studies, architectural drawings, plans and specifications, engineering plans and studies, environmental tests, studies and reports and other technical reports, and all agreements with governmental or public officials or adjacent property owners, if any, which are in Hope's possession and which pertain to the Sports Property and Pond Property.

C. Contractual Obligations

Concurrent with the execution of this Agreement, Hope will provide true and correct copies of any contracts or leases relating to the Sports Property and Pond Property, and except as specifically disclosed, Hope warrants and represents to the City the Sports Property and Pond Property are, and shall be at the Closing, free and clear of all leases, licenses, tenancies, and other occupancies and all adverse claims, however they may be derived or claimed. Following the Effective Date, Hope shall not encumber the Sports Property or Pond Property or cause the Sports Property or Pond Property to be encumbered with any leases, easements, rights of way, or restrictions. Any leases or contracts which will remain in force subsequent to the Closing shall be assigned to the City by written assignment agreement at Closing.

D. City's Right to Inspect.

The City has the option at its own expense and after reasonable notice and communication with Hope to enter the Sports Property and Pond Property prior to Closing for the purpose of doing the following:

i. Land Survey

City may, at City's expense, cause to be prepared and furnished a current survey of the Sports Property and Pond Property, prepared by a registered land surveyor. If the survey shows any encroachment, or if any improvements located on the Sports Property or Pond Property encroach on property of others, the encroachments shall be treated as title defects.

ii. Environmental and Soil Testing

The City and its representatives will have the right to enter upon the Sports Property and Pond Property to make, at the City's expense, borings, surveys, studies, and other tests, or for any other purpose of conducting environmental and soil testing which may assist the City to determine the suitability of the Sports Property and Pond Property for development and use as contemplated by the City for a Sports Complex and detention pond. The City shall repair any and all damage to the Sports Property and Pond Property so as to return the Sports Property and Pond Property to the condition prior to conducting the City's testing.

City shall protect, defend, indemnify and hold harmless Hope from any and all claims, damages, liabilities, fines, penalties and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of such entry upon the Sports Property and Pond Property or the manner in which such investigations are conducted and shall protect the Hope from any mechanic's liens filed against the Sports Property or Pond Property as a result of any such work done by or on behalf of City. City, at its expense, shall restore any damage to the Sports Property and Pond Property caused by such entry, testing and inspections to substantially the same condition it was in prior to such damage.

Should the results of any of the due diligence contemplated in this Section be unsatisfactory to the City in its sole discretion, the City may rescind the Agreement after giving ten (10) days' prior written notice to Hope, after which neither party shall have any claim against the other party.

5. Warranty Deed.

If the conditions precedent described above in Paragraph 4 are met to the reasonable satisfaction of the parties, Hope shall convey title to the Sports Property and Pond Property to the City by general warranty deed, free and clear of all liens and encumbrances except as acknowledged in writing by the City as permitted encumbrances, together with any rights and appurtenances owned by Hope which pertain to the Sports Property and Pond Property.

6. City's Obligation to Construct the Sports Complex.

In the event that the City does not construct a regional sports complex ("Sports Complex") on the Sports Property in substantial conformance with the specifications described in Exhibit "C" attached hereto, and within the timeframes set forth in Exhibit "D" attached hereto, the City shall re-convey the Sports Property to Hope, at no cost to Hope, upon prior written notice from Hope to the City.

7. Assignment Prohibited.

Hope has entered into this Agreement because the City is a municipal corporation acting for the benefit of the public within the City of Grimes, Iowa. Therefore, this Agreement shall not be assigned by the City to any other party.

HOPE K. FARMS, LLC

By _____
Reza Kargarzadeh, Manager

STATE OF IOWA)
)ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Reza Kargarzadeh, Manager of Hope K. Farms, LLC, an Iowa limited liability company.

Notary Public

CITY OF GRIMES, IOWA

By _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

STATE OF IOWA)
)ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Scott Mikkelsen and Rochelle Williams, the Mayor and City Clerk respectively, of the City of Grimes, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.

Notary Public

EXHIBIT "A"

Lot 14 in Hope Commercial Plat 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

EXHIBIT "B"

Outlot Z in Hope Commercial Plat 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

EXHIBIT “C”

Project Description

Approximately 49 acres multi-use sports complex located northwest of Hwy 141 and E 1st Street (Hwy 44) in Grimes Iowa. This outdoor facility can accommodate soccer fields and baseball/softball fields in accordance with the Grimes Plex Conceptual layout dated April 2, 2022 and scope of work outlined below. The Grimes Plex is anticipated to open pursuant to the estimated time guidelines listed on Exhibit “D”.

Scope of Work

- (a) Any sports or recreation use, including but not limited to those below:
 - (i.) Recreation and Sports Buildings
 - (ii.) Offices
 - (iii.) Outdoor Turf Fields and associated accessory structures
 - (iv.) Outdoor Concession and Vending Areas
 - (v.) Permanent Restrooms and Locker Room Buildings
- (b) Format. The layout of the sports and recreation complex should generally follow the layout and design provided in the PUD.
- (c) Turf Fields. The minimum number of turf fields should be constructed is as follows:
 - (i.) Baseball/Softball. 18 youth fields, 6 adult fields
 - (ii.) Soccer. 12 adult fields, 36 intermediate fields, 48 youth fields
- (d) Building Setbacks. The following setbacks shall apply to all buildings:
 - (i.) Front Yard – Zero (0) Feet
 - (ii.) Rear Yard – Twenty-Five (25) Feet
 - (iii.) Side Yard – Ten (10) Feet
 - (iv.) Building Separation – Twenty (20) Feet
- (e) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.
- (f) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance, however no less than 1,000 parking spaces shall be provided for the site. Shared parking arrangements may be acceptable for reducing the overall development requirement. On-street parking, to the degree that it is adjacent to the development, may

be used in the calculation of meeting the required off-street parking. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than fifty (50) parking spaces shall be provided without a landscaped island.

- (g) Open Space. A minimum of twenty (20%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space. Open Space shall exclude Pond and Artificial Turf fields.

- (h) 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 (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.

- (i) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. Internal to the site, wayfinding signage should be provided to allow for easier navigation of the Sports Complex.
- (j) Height. The maximum height of any building shall be five (5) stories above grade, eighty (80-feet) feet.
- (k) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the buildings, so that its scale is compatible to the adjoining single-family neighborhood. A minimum of sixty (60%) percent of all facades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials. Pre-cast concrete construction shall be permitted provided additional architectural detailing such as up-lighting, decorative reveal joints and glazing where possible are included. All pre-cast shall be painted with muted and earth tone colors. All rooftop mechanical units shall be screened from view.
- (l) Building Orientation. Buildings shall be generally oriented towards the side streets rather than as a series of outparcels along the public streets. Multiple buildings shall be configured to break up the site into a series of “blocks” defined by on-site streets/driveways and pedestrian pathways. Buildings should frame the perimeter side streets or at a minimum the side street access points. Developments are to provide a main street appearance, of which buildings should frame and orient towards.

- (m) Common Spaces. Planned plazas, patios, shade structure, play areas, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design.
- (n) Fences and Walls. All fences and walls located within the site shall be designed and provided in a manner that is ornamental and decorative. Galvanized chain link fencing, wood fencing, or un-faced poured concrete walls shall be prohibited.
- (o) Signage. Through the development of a site plan, or master plan, a signage package shall be developed that clearly communicates the intent for the development as a whole. It is expected that the sign package, inclusive of building signs, monument signs, and directional signs, be designed consistently and holistically. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance. For the purposes of establishing a Zoning District, the site shall be subject to the C-2 Sign Regulations.
- (p) Outdoor Storage. No outdoor storage is permitted upon the site.

Grimes Plex - Estimated Project Development Schedule
Civil Design Advantage - PN 2202.086
May 6, 2022

Task ID	Task Name	Timeline																																																												
		February	March	February	March	April	May	June	July	August	September	October	November	December	January																																															
1	Topographic Survey																																																													
2	Conceptual Planning																																																													
3	1st submital (85% Preliminary Plans) - 5/50/22 City Review (85% Preliminary Plans) - 5/27/22 2nd Submital (95% Check Plans) - 6/03/22 City Review (95% Check Plans) - 6/03/22 3rd Submital (100% Final Plans) - 8/17/22 Planning & Zoning Commission - 7/5/22 City Council - 7/28/22 Signed Plans - 8/24/22 Scope Commercial - Paid 4 Revisions Scope Residential - Paid 4 Revisions Storm Water Management Plan SWPPP Project Design Coordination (Architect and Electrical) Geotechnical Report Bidding Documents and Contract Documents Bid Letting (Tribulation of Bids) - 7/16/22 Award - 7/26/22 Construction Substantial Completion - 10/31/23 Final Completion - 11/30/23	2/1	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	5/2	5/9	5/16	5/23	5/30	5/6	5/13	5/20	5/27	6/3	6/10	6/17	6/24	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26	2/2	2/9	2/16	2/23	3/1

Schedule assumes: No issues, no additional/neighborhood meetings, City reviews promptly, no major changes, no supply chain or construction issues, etc. (Best Case Schedule Shown)