1. Agenda

   Documents:

   052422 CC AGENDA.PDF

2. Meeting Materials

   Documents:

   052422 CC PACKET.PDF

Grimes City Council Agenda

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

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

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

Grimes City Council Meeting May 24, 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=Y2xpSUU2T3IxUUpkSmFtRVlmTjIyUT09

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 24, 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 meetings
   B. Resolution 05-0122 Authorizing Entering into A Consent Order with DNR Regarding the Grimes Waste Water Treatment Plant
   C. Request for Street Closures
      1. Request for Street Closures along NW Morningside Drive for Block Party
      2. Request for Street Closure NW 3rd Court for Block Party
   D. ABD License Renewals:
      1. Aldi: 2055 E. 1st Street: Class B Wine, Class C. Beer, & Sunday Sales
      2. Kum & Go: 1880 SE Princeton: Class E Liquor, Class C Beer, Class B Wine & Sunday Sales
      3. Kum & Go: 801 N. 1st St.: Class E Liquor, Class C Beer, Class B Wine & Sunday Sales
   E. Resolution 05-3022 Approving Purchase Agreement – 309 East 1st Street
   F. Resolution 05-3122 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 58 in Brentwood Estates – 2901 NE Cherry Court
   G. Resolution 05-3222 Consent and Agreement for Improvements for Lot 37 of Heritage at Grimes Plat 3 – 705 NE 21st Street
   H. Resolution 05-2922 Approving Consent for Improvements for Lot 19 in Brooke Ridge Plat 1 2411 NW Springbrooke Dr.
   I. Resolution 05-4822 Approving Consent for Improvements for Lot 20, Autumn Park West Plat 1 - 1712 NW 8th St.
   J. Resolution 05-3322 Approving Entering into an Agreement with the Iowa Department of Transportation with Regard to RISE Grant
   K. Resolution 05-3522 Approving Employee Handbook Update
   L. Resolution 05-4422 To Extend the Contract for On-Call Electrical Services with Kline Electric
   M. Resolution 05-4522 Authorizing the Placement of a Stop Sign on Westbound NE 27th Street at James Street
   N. Resolution 05-4622 Approving Quotes and Bills Over $10,000.
   O. Pay Requests:
      1. Pay Request 1 Graphite Construction Group for the New Grimes Library $55,408.86
      2. Pay Request 2 Ideal Floors for the New Grimes Library $11,946.25
      3. Pay Request #2 Van Maanen for the New Grimes Library $10,974.72
      4. Pay Request #2 AMC Mechanical for the New Grimes Library $60,667.95
      5. Pay Request #5 to RD McKinney Plumbing and Excavating, Inc for the Grimes Water Main Improvement (ASR to Standpipe) retainage payment $4,000.00
      6. Pay Request #6 to Synergy Contracting, LLC for the SE Jacob Street Water Main $9,572.53
   P. Change Orders:
      1. Change Order # 6 to Synergy Contracting, LLC for the SE Jacob Street Water Main increasing contract $6,681.00
   Q. Professional Services Pay Requests:
      1. Pay Request #3 to Weitz Company, LLC for the New Grimes Library $10,701.05
      2. Pay Request #1 to Civil Design Advantage for the Grimes Plex $12,171.27
      3. Pay Request #11 to Foth Infrastructure & Environment, LLC for the James Street Corridor Study North 27th Street to South 37th Street $997.00
   R. Resolution 05-4922 Accepting the Grimes Water Main Improvement Project (ASR to Standpipe)

S. Resolution 05-5022 Professional Services Agreement for Sports Facilities Development
T. Resolution 05-5222 Agreeing to Settlement of Benefit Claim
U. Resolution 05-5322 To Approve The Installation of Power Feeds At The South Sports Complex for Community Events
V. Resolution 05-5422 Approving A Public Art and Culture Plan
W. Filing and Receiving of Correspondence and Reports
X. Finance Report for April 2022
Y. 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. Waterworks Park Improvements
    1. Public Hearing on Waterworks Park Improvements
    2. Resolution 05-3622 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Waterworks Park Improvements
    3. Resolution 05-3722 Making Award of Construction Contract for Waterworks Park Improvements
    4. Resolution 05-3822 Authorizing Construction Contract and Bond for Waterworks Park Improvements
B. Third 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
C. Third Reading of Ordinance 762 on Proposed Rezoning of Property Generally Located at the Northwest corner of SE 28th Street and Highway 141 from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial District for Rezone, Generally Referred to as MKEDS
D. 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 – Fagen Property
    1. Public Hearing on Proposed Rezoning of Property Generally Located East of Highway 141 and South of NE Beaverbrook Blvd from A-1 Agricultural District to R-4 Planned Residential Development District and R-3 Medium Density Two or More Family Dwelling District – Fagen Property
    2. First Reading of Ordinance 763 Rezoning of Property Generally Located East of Highway 141 and South of NE Beaverbrook Blvd form A-1 Agricultural District to R-4 Planned Residential Development District and R-3 Medium Density Two or More Family Dwelling District – Fagen Property
E. Resolution 05-3922 Authorizing Development Agreement Negotiation – NE Beaverbrooke/NE Destination Extension
F. 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 – Herndon Property

1. 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 – Herndon Property
2. First Reading of Ordinance 764 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 – Herndon Property

G. City of Grimes Budget Amendments for Fiscal Year 2021-22
   1. Public Hearing on Grimes Budget Amendments for Fiscal Year 2021-22
   2. Resolution 05-2122 Approving the City of Grimes Budget Amendment for Fiscal Year 2021-22

H. Rocket Car Wash Site Plan

I. Resolution 05-4022 Authorizing and Approving a Loan Agreement, providing for the Sale and Issuance of General Obligation Corporate Purpose Bonds, Series 2022A, and Providing for the Levy of Taxes to Pay the Same

J. Resolution 05-4722 Deleting Property from the Grimes Urban Renewal Area

K. An Ordinance 766 Deleting Property from the Tax Increment Financing District for the Grimes Urban Renewal Area of the City of Grimes, Iowa, Pursuant to Section 403.19 of the Code of Iowa

L. Resolution 05-4122 Setting Date for Public Hearing on Designation of the Expanded Grimes Urban Renewal Area and on Urban Renewal Plan Amendment

M. Amending Grimes Code of Ordinance Title 9 With Regard to Regulation of Wastewater Sewer Usage By Deleting Current Section 9-1 In Its Entirety, and Adopting New Uniform Wastewater Sewer Regulations Consistent With Grimes WRA Agreement
   1. Public Hearing on Ordinance 765 Amending Grimes Code of Ordinance Title 9 With Regard to Regulation of Wastewater Sewer Usage By Deleting Current Section 9-1 In Its Entirety, and Adopting New Uniform Wastewater Sewer Regulations Consistent With Grimes WRA Agreement
   2. First Reading of Ordinance 765 Amending Grimes Code of Ordinance Title 9 With Regard to Regulation of Wastewater Sewer Usage By Deleting Current Section 9-1 In Its Entirety, and Adopting New Uniform Wastewater Sewer Regulations Consistent With Grimes WRA Agreement

N. Resolution 05-4322 Approving GrimesPlex Monetary Gift Agreement

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, May 10, 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 May 10, 2022 at 5:32 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 Borcherding, Ryan Burger, Laurie DePhillips

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.
Moved by Gisch, Second by Borcherding, approving the agenda with one change moving Public Agenda I to the beginning of the public agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

CONSENT AGENDA

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: $2,706,110.58
Motion by Burger, Second by Borcherding, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

PUBLIC FORUM -None

PUBLIC AND COUNCIL AGENDA ITEMS

A. Moved from Item I. Resolution 05-2422 Approving the Real Estate Gift Agreement and Authorizing the Mayor to Execute the Agreements.
City Administrator Jake Anderson addressed the Council stating that this agreement will allow the scheduling of a real estate closing on the 62 acres being donated for the GrimesPlex. Anderson said that this property has been appraised for more than 21 million dollars. Mayor Mikkelsen, on behalf of the City, thanked the Developer Raza Kargarzadeh, and his team, Tim Day, and Arash Razizadeh, from Hope K. Farms, for their continued involvement in the growth, and opportunities they have worked to provide. Kargarzadeh said he thought of Grimes as his home and looked forward to continuing to work with the City for many years to come.
Motion by Johansen, Second by Burger, to approve Resolution 05-2422 Approving the Real Estate Gift Agreement and Authorizing the Mayor to Execute the Agreements.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

B. 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.
Finance Director Marcia Woodke said there will be a 5-year rate increase for sewer services at 7 ½ % for each year effective on the first billing in August. Woodke said this is a reduction from the previous year's rate recommendation of 15%. She added this will be an increase of .57 cents on the base usage rate. Woodke said for water rates, the increase is 2 ½ % for each of the 5 years, which is a reduction from the prior year's recommendation of 12%. Woodke said this increase will equal .26 cents per each 1,000 gallons. She advised the Council there is no proposed increase for stormwater charges at this time, but for solid waste, the input costs have increased to 15.05 per resident for the combined solid waste and recycling due to the Metro Waste recent request for proposals. Woodke stated the ordinance would increase recycling to meet the cities cost of 4.32, and an increase for solid waste to $9.59 for the first container, and $10.73 for the second container per resident. Woodke said the combined bill for residents with single cans will be $13.91 with the city still subsidizing the utility at the current level. Woodke stated that for the whole comparison, the monthly increase for combined bill on an average residence using 4,000 gallons will be $6.53 a month.
Motion by Gisch, Second by DePhillips, to approve the Second 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.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

C. Second Reading of Ordinance 762 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.
Motion by Gisch, Second by Borcherding, to approve the Second Reading of Ordinance 762.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

D. SE Trail Ridge Road Water Main Improvement Project
Development Services Director Alex Pfaltzgraff addressed the Council stating that last year, the city had replaced the water main along SE Jacob. Pfaltzgraff stated that the SE Trail Ridge portion is the second phase of this project. He stated this project was bid on May 3, 2022, and two bids were submitted with Synergy Contracting coming in as the low bid at $616,059.00, being about $14,000 under the engineers estimate. Pfaltzgraff said Synergy is currently wrapping up the SE Jacob Street project from last year, and city staff feel they are capable of performing this work.

1. Mayor Mikkelsen opened the Public Hearing at 5:44. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:44.

Motion by Johansen, Second by Burger, to approve. Resolution 05-0822 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the SE Trail Ridge Road Water Main Improvement Project.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

2. Resolution 05-0922 Making Award of Construction Contract for the SE Trail Ridge Road Water Main Improvement Project.
Motion by Johansen, Second by Burger, to approve. Resolution 05-0922 making award of contract for the SE Trail Ridge Road Water Main Improvement Project to Synergy Contracting, LLC in the amount of $616,059.00.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

3. Resolution 05-1022 Authorizing Construction Contract and Bond for the SE Trail Ridge Road Water Main Improvement Project.
Motion by Johansen, Second by Burger, to approve Resolution 05-1022 authorizing construction contract & bond for the SE Trail Ridge Road Water Main Improvement Project.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

E. SE Jacob Street Reconstruction and Storm Sewer Improvement Project
Development Services Director Alex Pfaltzgraff said this project was also bid on May 3, 2022. He stated that 4 bids were received with low bid coming in from Halbrook Excavation for $1,545,000.00. Pfaltzgraff said this came in over the engineers estimate, largely due inflationary items related to materials and labor force. Pfaltzgraff noted there would be a neighborhood meeting scheduled to inform the residents of the various phases and staging of the project.

Mayor Mikkelsen opened the Public Hearing at 5:49. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:49.

Motion by Gisch, Second by Borcherding, to approve Resolution 05-1122 adopting plans, specifications, form of contract and estimate of cost for the SE Jacob Street Reconstruction and Storm Sewer Improvement Project; Resolution 05-1222 making award of construction contract for the SE Jacob Street Reconstruction and Storm Sewer Improvement Project; Resolution 05-1322 authorizing construction contract and bond for the SE Jacob Street Reconstruction and Storm Sewer Improvement Project.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

F. County Line Road Traffic Signal Improvements
Development Services Director Pfaltzgraff stated that a year ago, the Department of Transportation allowed the city to install a temporary light at County Line Road and Highway 44 with the understanding a permanent light would be installed in the future. Pfaltzgraff stated that three bids were received on May 3, 2022. Pfaltzgraff said the low bid came in from Van Maanen Electric at $71,429.49, which is about $123,500 under the engineer's estimate. Pfaltzgraff noted that there is an application in to IDOT to provide funding to cover a good portion of this cost.

Mayor Mikkelsen opened the Public Hearing at 5:51. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:51.

Motion by Gisch, Second by Johansen, to approve Resolution 05-1422 adopting plans, specifications, form of contract and estimate of cost for the County Line Road Traffic Signal Improvements; Resolution 05-1522 making award of construction contract for the County Line Road Traffic Signal Improvements; and Resolution 05-1622 authorizing construction contract and bond for the County Line Road Traffic Signal Improvements
Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

G. **Sewer Revenue Loan Disbursement Agreement**
Finance Director Marcia Woodke stated the WRA project has been in progress for some time now, and Grimes will become a Participating Member as of July 1st, 2022. Woodke said the City has signed four contracts for various phases of this project. Woodke stated that Contract 1 was for $12,675,000 with S.J. Lewis Construction, Contract 2 was for $9,530,000 with S.M. Hentges and Sons, Contact 3 was for $8,235,801 with Rognes Corporation, and Contract 4 was for $8,680,100 with Shank Constructors. Woodke said this hearing is to allow the city to borrow $36,573,000 from the Iowa Finance Authority in Sewer Revenue Bonds to fund most of the projects. Woodke advised that the city also received $3,571,000 from the Urbandale Sanitary Sewer District and $326,000 from the City of Waukee to go towards the project.

Mayor Mikkelsen opened the Public Hearing at 5:54. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:55.

Motion by Johansen, Second by Borcherding to approve 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
Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

H. Resolution 05-1822 Approving Final Plat of Kennybrook Village Plat 2 and certain related agreements and easements.

Development Services Director Pfaltzgraff said this property is located west of SW Brookside Drive and South of West 1st Street and is Zoned C-2. Pfaltzgraff said the applicant is requesting approval to allow for the subdivision of the property. He said the final plat will provide for 3 development lots, of which, lots 1 and 2 are already developed, and lot 3 will be reserved for future development.

Motion by Gisch, Second by Burger, to approve Kennybrook Village Plat 2 Final Plat and related agreements and easements.

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

I. Resolution 05-1922 Receiving and Filing of Bids and Making Award of Construction Contract for the Traffic Signal Network Communication Project to Van Maanen Electric, Inc.

Development Services Director Pfaltzgraff told the Council this project was initially proposed several year ago to connect all of the traffic signals with fiber. Pfaltzgraff said by doing this, we can integrate all of our traffic signals and buildings with a command center and will allow us to monitor and synchronize the signals. Pfaltzgraff said we had received a $900,000 grant from the State to facilitate this project. He stated that this project went to bid on April 19th, and the low bid was from Van Maanen Electric at $1,070,613.20 which was $395,000 under the engineer's estimate.

Motion by Borcherding, Second by DePhillips, to approve Resolution 05-1922 receiving and filing of bids and making award of construction contract for the traffic signal network communication project to Van Maanen Electric, Inc.

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

ADJOURN

Motion by Gisch, Second by Johansen, to adjourn the meeting at 6:01p.m.

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

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

Joint Meeting Between the City of Grimes and City of Johnston
May 9, 2022 at 6 pm
6221 Merle Hay Road, Johnston, Iowa

The meeting was called to order by City of Johnston, Mayor Dierenfield.

ROLL CALL

Mayor Dierenfield called for the roll call for the City of Johnston.
Roll Call: Bryan Burkhardt, Tim Cope, Jim Evans, Rhonda Martin, Suresh Reddy
Mayor Pro Tem Burger called for the roll call for the City of Grimes
Roll Call: Eric Johansen, Ryan Burger, Laurie DePhillips, David Gisch, via zoom Andy Borcherding

APPROVAL OF THE AGENDA

Moved by Martin, Seconded by Gisch to approve the agenda as presented.

PRESENTATION

Chris Truty, Senior Consultant with Emergency Services Consulting International (ESCI) presented the fire department study report to the two cities.

ADJOURN

The meeting was adjourned at 7:43 pm.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING: Resolution Authorizing Entering into a Consent Order with DNR Regarding the Grimes Waste Water Treatment Plant

SYNOPSIS: As council is aware, the City of Grimes experienced compliance issues during the summer of 2021 at the Wastewater Treatment Facility (WWTF). Due to these issues the DNR has issued an "Administrative Consent Order" to the City of Grimes.

As Part of the Administrative Consent Order the City is required to connect the current WWTF to the Wastewater Reclamation Authority (WRA). Contracts required for the construction of the WRA connection have been approved by Council. Construction is set to begin by the end of June 2022. The City will comply wholly with the Administrative Order after the connection to WRA is completed. While the WRA connection is being constructed the DNR is also requiring, by way of the Administrative Consent Order, Grimes to complete an Industrial Waste Survey, increase sample reporting to the DNR, and continue communicating with residences about the current WWTF and the WRA project. The City is also required to develop a plan to limit new loadings to the WWTF while the connection to the WRA is being constructed. City staff has worked with the appropriate consultants and developed plans to meet all additional requirements associated with the Administrative Consent Order.

Staff continues to work with USW and Veenstra and Kimm, Inc to address compliance with the City's NPDES permit. Several steps have been taken in an effort to ensure the WWTF is operating as efficiently as possible. The equalization basin is being used to "shave" peak flows of wastewater to the plant. One of the aeration basins has been converted to a fixed film media (MBBR) bed to provide for better nitrification. A mechanical mixer has been added to another aeration basin which will aid in nitrification. Peroxide is being added to the wastewater stream to provide better oxygenation and limited odor control. The City has also increased hauling of supernatant to the WRA to reduce concentrated waste being treated on-site. Permit levels have been met during the winter months with the exception of limited samples taken during maintenance periods.

FISCAL IMPACT:
$9,000

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution.

RESOLUTION AGREEING TO ADMINISTRATIVE CONSENT ORDER

Grimes Resolution No. 05-0122

WHEREAS, The City of Grimes (Grimes) is one of Iowa's fastest growing communities, and is doing its best to expand its infrastructure to meet the rapidly expanding need for public services by its residents;

WHEREAS, the demands of a rapidly growing population have quickly made replacement of the 25-year-old modern waste water treatment plant a necessity, and Grimes is currently in a construction process to establish a permanent connection to the regional waste water treatment facility called the WRA;

WHEREAS, the Iowa Department of Natural Resources (DNR) has raised capacity related issues as to the current Grimes waste water facilities' discharge, knows that Grimes is addressing these issues with an acceptable permanent solution, and has worked with Grimes on short term compliance measures through a proposed administrative consent order;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Grimes City Council that Grimes agree to the proposed attached Administrative Consent Order, that the Mayor is authorized to execute the Administrative Consent Order on behalf of Grimes, and the City Administrator is authorized to oversee compliance with the terms of the order on behalf of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 24th day of May, 2022, and approved this 24th day of May, 2022.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

IOWA DEPARTMENT OF NATURAL RESOURCES

GOVERNOR KIM REYNOLDS
LT. GOVERNOR ADAM GREGG
DIRECTOR KAYLA LYON

April 15, 2022

Honorable Mayor, Scott Mikkelsen
City of Grimes
101 North Harvey
Grimes, IA 50111

Dear Honorable Mayor Mikkelsen,

It has become apparent to the Iowa Department of Natural Resources (DNR) that the City of Grimes (City) has violated the terms of its NPDES permit. The DNR takes these violations very seriously. This matter has been referred to me for an enforcement action. I have enclosed an "Administrative Consent Order" which I have prepared. I am offering the City opportunity to enter into this agreement as an alternative to a unilateral order which would include an increased penalty or referral to the office of the Iowa Attorney General for judicial enforcement. If the terms of the consent order are satisfied, the DNR agrees to defer further enforcement.

Please review the terms of the order and either sign and return the document or inform me of the City's intentions. The DNR will assume the City has declined this offer, if it does not return a signed order or contact me as to its intentions by Monday May 2, 2022.

Please use the below e-mail or phone number to contact me.

Sincerely,

Carrie Schoenebaum| Attorney II e-mail:
carrie.schoenebaum@dnr.iowa.gov
Iowa Department of Natural Resources
P 515-444-8165 | F 515-725-8201 | 502 E. 9th St., Des Moines, IA 50319 www.iowadnr.gov

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER

IN THE MATTER OF: **City of Grimes, Iowa** **NPDES Permit #7736001** **Polk County, Iowa**	**ADMINISTRATIVE CONSENT ORDER** **NO. 2022-WW-**

TO: Honorable Mayor, Scott Mikkelsen
City of Grimes
101 North Harvey,
Grimes, IA
50111

I. SUMMARY

This administrative consent order (Order) is entered into between the City of Grimes (City) and the Iowa Department of Natural Resources (Department) for the purpose of addressing discharges of wastewater in violation of its National Pollution Discharge Elimination System (NPDES) permit from its wastewater treatment facility (WWTF).

Any questions regarding this Order should be directed to:

Relating to technical requirements:
Tom Atkinson, Environmental Specialist Senior
DNR Field Office #5
502 E. 9th Street
Des Moines, Iowa 50319
Phone: 515-577-9296

Relating to legal requirements:
Carrie Schoenebaum, Attorney for the DNR

Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, Iowa 50319
Phone: 515-444-8165

II. JURISDICTION

This Order is issued pursuant to the provisions of Iowa Code section 455B.175(1), which authorizes the Director to issue any order necessary to secure compliance with or prevent a violation of Iowa Code Chapter 455B, Division III, Part 1 (wastewater) and the

rules adopted or permits issued pursuant to that part; and Iowa Code section 455B.109 and 567 Iowa Administrative Code (IAC) Chapter 10, which authorize the Director to assess administrative penalties.

III. STATEMENT OF FACTS

The Department and the City agree to the following statement of facts:

1. The City operates a WWTF located at Section 29, T80N, R25W in Polk County, Iowa. This location is locally known as 1801 North James Street Grimes, Iowa. This WWTF is operated pursuant to NPDES permit No.7736001, which was issued on February 2, 2016 and was amended last on July 1, 2020. This permit is expired; however, a timely renewal application was submitted. Therefore, it has been administratively extended until the new permit is issued. Pursuant to this permit, the City discharges wastewater to Little Beaver Creek which is a tributary to the Des Moines River. This NPDES permit contains effluent limits for numerous parameters, which include the following: Carbonaceous Biochemical Oxygen Demand five day (CBOD5), total suspended solids (TSS), ammonia nitrogen (as N), nitrate nitrogen (as N), acute toxicity ceriodaphnia and pimephales, dissolved oxygen, potential hydrogen (pH) and Escherichia Coli (E. coli). The NPDES permit also contains a compliance schedule to allow the WWTF time to comply with the final E. coli limits. The compliance schedule corresponds with the proposed date to connect the WWTF to the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) and eliminate the direct discharge from its WWTF by March 1, 2022.

2. On October 23, 2019, the Department conducted an inspection of the City's WWTF. During this inspection the Department reviewed self-monitoring reports and discharge monthly reports (DMUs). During this investigation NPDES permit effluent violations were documented and are presented in the below table. The below table contains all NPDES effluent violations to date:

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
ISSUED TO: The City of Grimes

Effluent Limit Violations 7/1/2019 - 3/31/2022

GRIMES, CITY OF STP - 7736001

GRIMES EPA #:IA0035939		AVERAGE - LBS/DAY		DAILY MAXIMUM - LBS/DAY		AVERAGE - MG/L		DAILY MAXIMUM - MG/L		DAILY MINIMUM - MG/L		DAILY MAXIMUM - NO TOXICITY	
		Limit	DMR	Limit	DMR	Limit	DMR	Limit	DMR	Limit	DMR	Limit	DMR
Outfall: 001													
7/2019	NH3-N	19.2	85.017126	51	166.250394	1.1	5.3072727	4.6	9.63				
8/2019	NH3-N	17.5	27.3260166			1	1.7156						
9/2019	DO									5	3.85		
10/2019	DO									5	4.12		
5/2020	NH3-N	32.6	100.5388042	59	285.3948	1.8	4.8525	5	11.6				
6/2020	NH3-N	23.9	221.5116889	59	280.48254	1.3	12.3363636	5	16.9				
7/2020	NH3-N	19.2	116.3303046	51	238.09032	1.1	7.6377777	4.6	15.6				
8/2020	NH3-N	17.5	35.503936	51	62.82522	1	2.5366666	4.6	4.65				
9/2020	NH3-N	26.3	73.9463922	59	173.1924432	1.5	4.8505555	5	9.87				
	DO									5	2.5		
11/2020	NH3-N	33	56.522265	59	94.2837	2.8	3.9575	5	6.69				
	DO									5	1.79		
12/2020	NH3-N	33	58.1528184	59	169.91916	2.8	4.2087272	5	12.2				

	DO									5	2.67		
1/2021	NH3-N	70	71.2959495	124	128.542752								
3/2021	TOXCER											1	2
	NH3-N	33	75.9264333	59	87.70344	2.8	4.0611111						
4/2021	NH3-N	33	88.0860606	59	112.016208	2.1	5.2533333	5	6.52				
5/2021	NH3-N	32.6	81.6999952	59	184.6893	1.8	4.8325	5	10.3				
6/2021	TOXCER											1	2
	TOXPIM											1	2
	NH3-N	23.9	248.3655706	59	308.17968	1.3	14.5777777	5	17.3				
7/2021	NH3-N	19.2	266.62146	51	297.07914	1.1	17.8777777	4.6	20.6				
8/2021	NH3-N	17.5	284.975715	51	367.76064	1	18.725	4.6	21.8				
9/2021	NH3-N	26.3	249.283434	59	301.54938	1.5	17.34	5	21.7				
10/2021	NH3-N	33	198.8227852	59	372.4227	2.8	12.7175	5	23.2				
	DO									5	4.56		
12/2021	NH3-N			59	103.92			5	6.39				
2/2022	NH3-N	70	75.2	124	297.65	5.8	5.88	11	21.5				
	TSS	533	895.21	799	4153.32	30	64.87	45	300				
3/2022	E. coli					126	7960.5						

3. On January 21, 2020, a letter of non-compliance was sent to the City of Grimes. Included with this letter was a copy of the above-referenced inspection report, a summary of the law, and the recommended corrective action.

4. On July 16, 2021, the Department conducted an inspection of the City's WWTF. During this inspection the Department reviewed self-monitoring reports and discharge monitoring reports (DMRs). During this investigation NPDES permit effluent violations were documented and are presented in the above table.

The Department also documented that the City was working through the design and construction of WWTF modifications to meet the compliance schedule contained in its NPDES permit for E. coli. It was documented that the City's plans have changed and that it now intends to connect to the WRA and eliminate its direct discharge.

5. On September 28, 2021, the Department received a complaint alleging strong odor and cloudy water in Little Beaver Creek. Upon receipt of this complaint the Department went to the site to investigate. Once on site the Department observed and/or documented that the discharge from the City's outfall 001 (outfall) was fairly clear because it was aerated over rocks at the discharge location. However, when the discharge entered the receiving stream the water turned gray and milky within approximately 50 yards of outfall. At this location the water was pooled and stagnant. Staff from the WRA collected water samples which indicated that the dissolved oxygen levels decreased rapidly moving downstream from the outfall. At the location of a trail bridge approximately 650 feet downstream of the outfall the dissolved oxygen levels in the stream were near 0 mg/l. Evidence of "sewer fungus" (Sphaerotilus natans) was observed downstream of the outfall to east of the Highway 141 bridge. Gray to black deposits were observed at multiple locations along the stream and red worms were also observed at various locations. These observations indicate poor water quality.

6. On September 29, 2021, the Department returned to the location of the outfall to conduct a follow-up investigation. The Department documented that a rain event had occurred which improved the water clarity and increased the dissolved oxygen levels in Little Beaver Creek. The Department also documented that the odor had dissipated but was still present.

7. On October 13, 2021, the Department sent the City a Notice of Violation (NOV) for the violations documented on July 16, 2021, and September 28, 2021 Included with this NOV was a copy of the inspection report, a summary of the law and the recommended corrective actions.

8. On October 20, 2021, the City's WWTF staff requested that the Department authorize the addition of hydrogen peroxide to the raw wastewater entering the facility to reduce odor generation and add oxygen to the waste stream. This request was approved by the

Department on October 20, 2021, and in early December 2021 the City began adding hydrogen peroxide.

9. Beginning on December 6, 2021, the City's consulting engineer (Veenstra and Kimm) submitted construction permit applications to the Department for the projects necessary to complete the connection the WRA. The Department issued construction permits for the following contracts on the following dates: Contract 1, December 6, 2021; Contract 2, February 2, 2022; Contract 3, February 4, 2022; and Contract 4, February 8, 2022.

10. On January 21, 2022, the Department authorized the addition of plastic media to one of the City's aeration basins to attempt to enhance the treatment plant efficiency.

11. During the week of February 4, 2022, the City added plastic media to one of the aeration basins to create a moving bed bioreactor. The modification was intended to enhance the treatment efficiency of the WWTF.

12. On March 1, 2022, the compliance schedule in the NPDES permit required compliance with the final E. coli effluent limits.

IV. CONCLUSIONS OF LAW

The Department and the City agree that the following conclusions of law are applicable in this case:

1. Iowa Code section 455B.186 prohibits the discharge of pollutants into waters of the state, except for adequately treated pollutants discharged pursuant to a permit. The above stated facts demonstrate noncompliance with this provision of law.

2. Iowa Code section 455B.173(3) authorizes and requires the Environmental Protection Commission (Commission) to promulgate rules relating to the operation of waste disposal systems, the discharge of pollutants into waters of the state, and the issuance of permits to waste disposal systems. The Commission has done so at 567 IAC 60 through 69. 567 IAC 64.3(1) prohibits the operation of a waste disposal system without or contrary to the terms of a permit. 567 IAC 64.6 specifies the conditions that are to be included in a permit, including applicable effluent limitations as established in Chapters 61 and 62 of the rules. The above stated facts demonstrate noncompliance with these provisions.

3. 567 IAC 61.3(2)"c" and "e" state:

c. Such waters shall be free from materials attributable to wastewater discharges or agricultural practices producing objectional color, odor or other aesthetically objectional conditions. [and]

e. Such waters shall be free from substances, attributable to wastewater discharges or agricultural practices, in quantities which would produce undesirable or nuisance aquatic life.

The above stated facts demonstrate noncompliance with these provisions of law.

V. ORDER

By the execution of this Order, the Department orders and the City agrees to do the following:

1. By June 1, 2022, update the frequently asked questions (FAQ) document on the City's website regarding the odors from the treatment plant and the intent to connect to WRA;
2. By July 1, 2022, develop and submit a plan for limiting new loadings to the treatment plant until it is connected to the WRA;
3. By September 1, 2022, conduct an Industrial Waste Survey to identify industrial contributions that may be inhibiting the treatment process;
4. By January 1, 2024, eliminate the discharge from the City's WWTF to Little Beaver Creek by connecting to the WRA;
5. Every three months (July, October, January, and April) until the connection to the WRA is complete, submit an annual report detailing progress made towards complying with this Order; and
6. Pay a penalty in the amount of $9,000.00 within 30 days of the date the Director signs this Order.

VI. PENALTY

1. Iowa Code section 455B.191 authorizes the assessment of civil penalties of up to $5,000.00 per day of violation for the violations involved in this matter.

2. Iowa Code section 455B.109 authorizes the Commission to establish by rule a schedule of civil penalties up to $10,000 that may be assessed administratively. The Commission has adopted this schedule with procedures and criteria for assessment of penalties at 567 IAC Chapter 10. Pursuant to this chapter, the Department has determined that the most effective and efficient means of addressing the above-cited violations is the issuance of an administrative order with an administrative penalty. The administrative penalty is determined as follows:

a. Economic Benefit. 567 IAC chapter 10 requires that the Department consider the costs saved or likely to be saved by noncompliance. 567 IAC 10.2(1) states that "where the violator received an economic benefit through the violation or by not taking timely compliance or corrective measures, the department shall take enforcement action which includes penalties which at least offset the economic benefit." 567 IAC 10.2(1) further states, "reasonable estimates of economic benefit should be made where clear data are not available." An economic benefit was obtained by the City by delaying the cost of upgrading its WWTF. The economic benefit is estimated to be substantially higher then the amount the Department can collect via an administrative consent order. Each day the City has delayed upgrades to its WWTF thousands of dollars are saved. However, in light of the administrative penalty cap $3,000.00 is assessed for this factor.

b. Gravity of the Violation. One of the factors to be considered in determining the gravity of a violation is the amount of penalty authorized by the Iowa Code for the type of violation. As indicated above, substantial civil penalties are authorized by statute. Failure to comply with an NPDES permit degrades water quality. Degradation of Iowa's waterways is a serious problem. Degraded water quality harms aquatic life, prevents the attainment of state water quality goals, and causes a decline in the quality of life generally. Further, noncompliance with and NPDES permit thwarts the integrity of the NPDES permit and water quality program. Therefore, the amount of $3,000.00 is assessed for this factor.

c. Culpability. The City operates a WWTF. This is a highly regulated activity and therefore the City has an obligation to be aware of the applicable regulations and comply with those regulations. The City was issued an NPDES permit and on multiple occasions the Department communicated the need to comply with that permit. Nevertheless, the permit was not complied with and illegal discharges have occurred. Therefore, the amount of $3,000.00 is assessed for this factor.

VII. WAIVER OF APPEAL RIGHTS

This Order is entered into knowingly by and with the consent of the City. For that reason, it waives its right to appeal this Order or any part thereof.

III. NONCOMPLIANCE

Compliance with Section V of this Order constitutes full satisfaction of all requirements pertaining to the violations described in this Order. Failure to comply with this Order may result in the imposition of administrative penalties pursuant to an administrative order or referral to the Attorney General to obtain injunctive relief and civil penalties pursuant to Iowa Code section 455B.191.

_____ Dated this_____ day of

On behalf of the City of Grimes

_____, 2022

_____
Kayla Lyon, DIRECTOR
Iowa Department of Natural Resources

NPDES **#9926001**; Field Office #2; Carrie Schoenebaum; EPA; Water Quality Bureau; I.B.2.c.C.1

Council Meeting May 24th, 2022

ABD LICENSE RENEWAL

1. **Aldi #109:** 2055 E. 1st St: Class B Wine, Class C Beer, and Sunday Sales

2. **Kum & Go:** 1880 SE Princeton: Class E. Liquor, Class C Beer, Class B Wine & Sunday Sales

3. **Kum & Go:** 801 N. 1st St: Class E. Liquor, Class C Beer, Class B Wine & Sunday Sales

CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Kum & Go #237

Establishment Address: 801 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: 5/12/2022

Approval: Yes ☑ No ☐

Reason for not approving: _____

Fire Marshal Signature: [signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: Scott Clyce

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: Erann Mentz

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Kum & Go LC	Kum & Go #237	(515) 986-9335

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
801 N 1st St		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
1459 Grand Avenue	Des Moines	Iowa	50309

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 457-6249	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001819	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2022	June 30, 2023	

SUB-PERMITS

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

Limited Liability Company

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tanner Krause	Des Moines	Iowa	50309	CEO	0.00	Yes
Reed Rainey	Des Moines	Iowa	50309	COO	0.00	Yes
Brian Beckett	Des Moines	Iowa	50309	CFO	0.00	Yes
Charles Campbell	Des Moines	Iowa	50309	Secretary	0.00	Yes
Krause Group LTD	Des Moines	Iowa	50309	Shareholder	100.00	Yes
Jody Deiter						

Insurance Company Information

INSURANCE COMPANY | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

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: Kum & Go #141

Establishment Address: 1780 SE Princeton Dr.

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: 5/12/2022

Approval: Yes ☑ No ☐

Reason for not approving: _____

Fire Marshal Signature: [signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: Scott Clyce

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: [signature]

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Kum & Go LC	Kum & Go #141	(515) 986-0394

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1880 SE Princeton		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
1459 Grand Avenue	Des Moines	Iowa	50309

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 457-6249	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001818	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2022	June 30, 2023	

SUB-PERMITS

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

Limited Liability Company

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kyle Krause	Waukee	Iowa	50263	CEO	0.00	Yes
Charles Campbell	Des Moines	Iowa	50309	Secretary	0.00	Yes
Krause Group LTD	Des Moines	Iowa	50309	Shareholder	100.00	Yes
Jody Deiter						

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: Aldi

Establishment Address: 2055 East 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: 2/10/22

Approval: Yes ☑ No ☐

Reason for not approving: _____

Fire Marshal Signature: [signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: Scott Clyce

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: Erann Martin

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
ALDI INC	Aldi #109	(507) 291-7513

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2055 E 1st St		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
4201 Bagle Ave N	Faribault	Minnesota	55021

Contact Person

NAME	PHONE	EMAIL
Theresa Sierakowski	(507) 333-9460	far@aldi.us

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0030981	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 15, 2022	June 14, 2023	

SUB-PERMITS

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

Privately Held Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Eric Riegger	Hinsdale	Illinois	60521	Treasurer	0.00	No
Jacki Spencer	Muscatine	Iowa	52761			
Teri Holicky	Grimes	Iowa	50111			
David Behm	Grimes	Iowa	50111	President	0.00	Yes
Erika Arndt	Dwight	Illinois	60420			
Sharon Scanlon	Dwight	Illinois	60420			

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Meeting: May 24, 2022

AGENDA HEADING:
Resolution Approving Real Estate Purchase Agreement – 309 E. 1st Street

SYNOPSIS:
Staff have become aware of an opportunity at 309 E. 1St Street, where the property owner has expressed an interest in selling the property to the City. Following discussion with the owner, and an evaluation of the property (inspection and appraisal), Staff has determined that the acquisition is in the best interest of the City. The City owns the adjoining property to the west, and anticipated future improvements at this particular intersection will require its acquisition.

On April 12, the City Council authorized staff to begin negotiations for acquisition of the property. Those negotiations have concluded, and an offer has been presented to the property owner. The property owner has reviewed and accepted.

The appraisal indicated the fair market value of the real estate (no building contents) is $340,000. Staff and the property owner came to terms on an offer of $380,000, which would include the real estate, and all contents within the building. Staff feels that this is fair and reasonable, given the market conditions. It is also always important to understand that voluntary acquisitions will result in far less resources being expended for an acquisition.

FISCAL IMPACT:
Cash Reserves - will require FY23 Budget Amendment

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution.

RESOLUTION NO. 05-3022

RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT – 309 E. 1ST STREET

WHEREAS, the City of Grimes (the "City") has identified that certain improvements will be necessary in the future along E. 1st Street at the intersection of Main Street (the "Project"); and

WHEREAS, the Project will require the acquisition of certain property (the "Property"); and

WHEREAS, the property owner (the "Owner") has demonstrated an interest in selling the Property to the City; and

WHEREAS, the City has obtained an appraisal of the Property; and

WHEREAS, the City has extended a Real Estate Purchase Agreement (the "Agreement"), provided as Exhibit A, to the Owner; and

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

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

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

PASSED AND APPROVED this 24th day of May, 2022.

By:_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is dated as of date last set forth below, by and between Dennis A. Schwieso, Kenneth Jay Schwieso, Brandy Schwieso and The Corn Patch, Inc. (collectively "Seller"), and the City of Grimes, Iowa ("Buyer").

RECITALS

A. Seller is the owner of the certain property, including real estate, located at 309 East 1st Street, Grimes, Polk County, Iowa 50111 and more accurately described as follows:

South 10 feet of Lot 5 and all of Lot 6 in Block 14 in CHANNON'S NORTH ADDITION to the Town of Grimes, Polk County, Iowa, EXCEPT a parallelogram shaped portion of Lot 6 in Block 14, Channon's North Addition to the Town of Grimes, Polk County, Iowa described as: Beginning at the Southeast corner of said Lot 6; thence 90°00'00"W (assumed for the purpose of this description) along the South line of said Lot 6, a distance of 5.00 feet; thence N00°19'09"E along a line parallel with and 5.00 feet West of the East line of said Lot 6, a distance of 5.00 feet; thence N90°00'00"E along a line parallel with and 5.00 feet North of the South line of said Lot 6, a distance of 5.00 feet to the East line of said Lot 6; thence S00°19'09"W along the East line of said Lot 6, a distance of 5.00 feet to the point of beginning, containing 25.00 square feet more or less. Said tract of land being subject to and together with any and all easements of record. (to be confirmed by abstract)

("the Property").

B. Buyer desires to acquire the Property upon the terms set forth in this Agreement, and Seller is willing to sell the Property to Buyer upon said terms.

AGREEMENT

1. DEFINITIONS. The following terms shall have the meanings set forth below:

A. *Property*. The "Property" shall mean the real property located at 309 East 1st Street in Grimes, Polk County, Iowa 50111 and more accurately described in Paragraph (A) of the Recitals to this Agreement.

B. *Personal Property*. "Personal Property" shall include, but not be limited to, the Property's furniture, fixtures and equipment that integrally belong to, are specifically adapted to or are a part of the Property, whether attached or detached.

C. *Intellectual Property*. "Intellectual Property" shall mean Seller's designated business name(s), logo(s), recipes, and other intellectual property related to the operation of the Property and existing as of the date of Closing, including the Property's signage.

D. Seller and Buyer hereby incorporate any and all remaining definitions contained in this Agreement as if fully set forth herein.

2. PURCHASE PRICE. The Purchase Price shall be $380,000.00, to be paid at Closing. The Purchase Price includes any and all Personal Property remaining in the Property on and after the date of Closing.

3. REAL ESTATE TAXES.

A. Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. Seller shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2022) due and payable in the subsequent fiscal year (commencing July 1, 2022). The parties acknowledge that the City has an obligation to assist the County in the collection of real estate taxes, and that a proration calculation may be completed by the County Treasurer's office prior to closing. Notwithstanding any other term of this Agreement, Seller agrees to pay at Closing their prorated share of real estate taxes and any other amounts identified as owing and attributable to the period of Seller's possession by the County in which the property is located.

4. SPECIAL ASSESSMENTS.

A. Seller shall pay in full all special assessments which are a lien on the Property as of the date of closing.

B. All charges for solid waste removal and maintenance that are attributable to Seller' possession, including those for which assessments arise after closing, shall be paid by Seller.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller.

D. Buyer shall pay any special assessment installments that become due after Closing, if required to do so as a municipal governmental owner of land. Such amounts shall not be credited to the Purchase Price.

5. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

6. POSSESSION AND CLOSING. If Buyer timely performs all obligations, possession of the Property shall be delivered to Buyer at Closing, and any adjustments of taxes, interest and all charges attributable to the Seller's possession shall be made as of the date of Closing. Closing shall occur on _____, or such other date as mutually agreed upon by the parties, after approval of title by Buyer's attorney and vacation of the Property by Seller, but prior to possession by Buyer. This transaction shall be considered closed upon delivery of the Seller's closing documents and receipt of all funds then due at closing from Buyer under the Agreement.

7. TENANTS. Seller hereby warrants and represents that there are no tenants or third parties in possession of the Property.

8. CONDITION OF PROPERTY.

A. Included with the Property shall be all furniture, fixtures and equipment that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

B. Seller shall retain all rights and ownership in Seller's Intellectual Property; provided, however, that Seller shall remove all such materials from the Property at Seller's expense prior to the date of Closing.

C. The sale of the Property as provided for herein is made on an "as is, where is, with all faults" condition.

D. Buyer acknowledges that, prior to the date of this Agreement, it has made a satisfactory inspection of the Property, including furniture, fixtures, equipment, and improvements as provided in this Agreement, and are purchasing the same in their existing condition. Except as otherwise stated in this Agreement, Seller makes no warranties, expressed or implied, as to the condition of the property.

E. Prior to the date of Closing, Seller shall remove (at Seller's expense) all Personal Property, to the extent that Seller desires to retain such Personal Property. Any such materials remaining in the Property as of the date of Closing shall be included in the conveyance to the City, and Seller shall provide Buyer at Closing with one or more duly executed bills of sale for any items remaining in the Property as of the date of Closing.

9. ABSTRACT AND TITLE. Closing is subject to approval of title by Buyer, in Buyer's sole discretion. Seller shall deliver to Buyer an abstract of title to the Property, which Buyer shall have continued through the date of acceptance of this Agreement, at Buyer's sole expense, and delivered to Buyer's attorney for examination. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect title. The abstract shall remain the property of Seller and shall be returned to Seller promptly upon Closing or termination of this Agreement. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. Seller understands that if Seller is unable to remedy any title defects that Buyer may take subsequent action to acquire the Property by eminent domain.

10. SURVEY. Buyer may, at Buyer's expense, have the property surveyed and certified by a Registered Land Surveyor prior to closing. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

11. SEPTIC AND ENVIRONMENTAL MATTERS.

A. Seller hereby represents the following:

a. Seller is, and at all times has been, in material compliance with, and has not been and is not in violation of or liable under, any Environmental Law with respect to any portion of the Property. Seller has no basis to expect, nor has Seller received, any actual or threatened order, notice, or other communication from (1) any Governmental Authority or private citizen acting in the public interest, or (2) the current or prior owner or operator of any portion of the Property, of any actual or potential violation or failure to comply with any Environmental Law with respect to any portion of the Property.
b. There are no pending or, to the knowledge of Seller, threatened claims, encumbrances, or other restrictions of any nature, arising under or pursuant to any Environmental Law, with respect to or affecting any portion of the Property or any other properties and assets (whether real, personal, or mixed) in which Seller has or had an interest.
c. To Seller's knowledge, there is no basis to expect, nor has Seller received, any citation, directive, inquiry, notice, order, summons, warning, or other communication that relates to any alleged, actual, or potential violation or failure to comply with any Environmental Law with respect to any portion of the Property.
d. To Seller's knowledge, there are no Hazardous Materials present on or in the Environment at the Property (other than in compliance with all Environmental Laws), including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Property or such adjoining property, or incorporated into any structure therein or thereon.
e. To Seller's knowledge, there has been no Release or threat of Release, of any Hazardous Materials in violation of, or requiring any action by Seller under, any Environmental Laws at or from the Property or at any other locations where any Hazardous Materials were generated, manufactured, refined, transferred, produced, imported, used, or processed from or by the Property, or from or by any other properties and assets (whether real, personal, or mixed) in which Seller has or had an interest, or any geologically or hydrologically adjoining property, whether by Seller or any other party.
f. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid

waste disposal sites, hazardous wastes, or underground storage tanks located on the Property, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. At Closing, Seller shall provide Buyer with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.

B. City's Right to Inspect. Buyer may at its expense, within twenty-one (21) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In addition, Buyer may at its expense, within twenty-one (21) days after the date of acceptance, obtain the report from a qualified soils engineer regarding the suitability of the land for construction of buildings or permanent improvements to the land. Seller shall grant access for such inspections to occur, and land to be put back in its original condition if disturbed during testing or inspections.

C. Within 10 days of the Effective Date of this Agreement, Seller 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 Seller's possession and which pertain to the Property.

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

12. DEED. Upon payment of the purchase price, Seller shall convey the Property to Buyer by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyer. The Warranty Deed shall be prepared by Buyer's attorney, at Buyer's sole expense.

13. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of the death of any SELLER, agree to pay any balance of the price due Seller under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with Paragraph 15.

14. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

15. SELLER'S DELIVERABLES. At or prior to the Closing, Seller shall have delivered to Buyer:

A. A good and sufficient general warranty deed, in recordable form approved by Buyer, conveying to Buyer marketable fee simple title to the Property, free and clear of all liens, charges, claims, actions, encumbrances, easements, rights of way, restrictions, and title exceptions of any kind whatsoever, except the Permitted Encumbrances;

B. A transfer's certification stating that Seller is not a "foreign person," "foreign partnership," "foreign trust," "foreign estate," or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code;

C. Any and all other instruments and documents in form and content reasonably required or requested by Buyer in connection with the Closing of this transaction, including, without limitation, a Declaration of Value, Groundwater Hazard Statement, closing statement, and documentation sufficient to Buyer indicating Seller's compliance with Environmental Law and Hazardous Materials; and

D. Seller shall have otherwise performed and complied with all agreements, covenants, and conditions on its part required to be performed or complied with under this Agreement at or prior to the Closing.

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

17. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

18. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by Buyer' attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by the Closing Date, either party may declare this Agreement null and void, and all payments made hereunder shall be returned to Buyer.

19. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of Buyer' default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to them.

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

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

21. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on

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

22. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

26. ADDITIONAL PROVISIONS.

A. If the Closing is delayed for any reason, the Seller hereby agrees to grant to the Buyer temporary rights of access to the Property.

[This space intentionally left blank. Signature pages follow.]

SELLER:

Dennis A. Schwieso

By: _____
Dennis A. Schwieso

Address: 112 SW. Kennybrook Dr
Grimes, Iowa 50111

Date Signed: 5/18/22

BUYER:

City of Grimes, Iowa

By: _____
Scott Mikkelsen, Mayor

Address: 101 NE Harvey Street
Grimes, Iowa 50111

Date Signed: _____

Kenneth Jay Schwieso

By: _____
Kenneth Jay Schwieso

Address: 1413 S. 15TH ST
ADEL IA 50003

Date Signed: 5/18/2022

Brandy Schwieso

By: _____
Brandy Schwieso

Address: 1413 S. 15th St.
Adel, Iowa 50003

Date Signed: 5/18/2022

[Signature pages continue.]

The Corn Patch, Inc.

By: _____ (PRESIDENT)

Address: 309 1ST ST
GRIMES IA 50111

Date Signed: 5/18/2022

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Brentwood Estates Lot 58.

SYNOPSIS: The owner of 2901 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 58.

RESOLUTION NO. 05-3122

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 58 IN BRENTWOOD ESTATES
2901 NE CHERRY COURT

WHEREAS, the owners of Lot 58 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 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 58, in 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 24^{Tth} 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 Senad Hodzic and Merima Hodzic, husband and wife, 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 58 of Brentwood Estates (2901 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 11th day of May, 2022.

PROPERTY OWNERS

Senad Hodzic
Senad Hodzic

Merima Hodzic
Merima Hodzic

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 11th day of May, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Senad Hodzic, 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.

NOTARIAL SEAL IOWA
MAJA LETICA
Commission Number 767985
My Commission Expires
05-09-23

Mletica

Notary Public in and for the
State of Iowa

My Commission expires 05-09-2023

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 11th day of May, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Merima Hodzic, 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.

NOTARIAL SEAL IOWA
MAJA LETICA
Commission Number 767985
My Commission Expires
05-09-23

Mletica

Notary Public in and for the
State of Iowa

My Commission expires 05-09-2023

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 steel fence has been proposed to be constructed in an overland flowage easement on Lot 58 of Brentwood Estates (2901 NE Cherry Court) in accordance to permit number FN-22-034.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 3 Lot 37.

SYNOPSIS: The owner of 705 NE 21st Street has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve overland flowage easement for Heritage at Grimes Plat 3.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 3 Lot 37.

RESOLUTION NO. 05-3222

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 37 IN HERITAGE AT GRIMES PLAT 3
705 NE 21ST STREET

WHEREAS, the owners of Lot 37 in Heritage at Grimes Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 37, Heritage at Grimes Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 24th 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 Heather Parrot (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 37 of Heritage at Grimes Plat 3 (705 NE 21st Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated June 14, 2016 recorded on September 16, 2016, in Book 16183, Page 250-256, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

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

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.

8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

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

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 12th day of May, 2022

PROPERTY OWNERS

Heather Parrot

Heather Parrot

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12 day of May, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Heather Parrot, 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.

NOTARIAL SEAL IOWA
RACHEL B GREVING
Commission Number 816624
My Commission Expires
Apr. 26, 2025

Rachel 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’ black chain link fence has been proposed to be constructed in an overland flowage easement on Lot 37 of Heritage at Grimes Plat 3 (705 NE 21st Street) in accordance to permit number FN-22-036.

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Brooke Ridge Plat 1 Lot 19.

SYNOPSIS: The owner of 2411 NW Springbrooke Drive has requested approval to install drainage tile and a fence within the surface water flowage easement on the subject property. The installation of the drainage tile and fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the surface water flowage easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve surface water flowage easement for Brooke Ridge Plat 1

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Brooke Ridge Plat 1 Lot 19.

RESOLUTION NO. 05-2922

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SURFACE WATER FLOWAGE EASEMENT FOR
LOT 19 IN BROOKE RIDGE PLAT 1
2411 NW SPRINGBROOKE DRIVE

WHEREAS, the owners of Lot 19 in Brooke Ridge Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within surface water flowage easement to permit the installation of drainage tile and a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within surface water flowage easement ("Consent and Agreement") regarding Lot 19, Brooke Ridge 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 24TH 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 Shayne and Jennifer Dyer, a married couple, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

   Lot 19 of Brooke Ridge Plat 1 (2411 NW Springbrooke 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 surface water flowage easement, dated November 12, 2013 recorded on January 9, 2014, in Book 15079, Page 510-515, 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 and drainage tiles on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

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

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.

8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

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

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 14th day of May, 2022.

PROPERTY OWNERS

Shayne Dyer

Jennifer Dyer

STATE OF IOWA)
) SS
COUNTY OF Iowa)

On this 14th day of May, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shayne Dyer, 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.

DANETTE SULLIVAN
Commission Number 221975
My Commission Expires
April 14, 2023

Notary Public in and for the
State of Iowa

My Commission expires 4/14/23

STATE OF IOWA)
) SS
COUNTY OF Iowa)

On this 14th day of May, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jennifer Dyer, 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.

DANETTE SULLIVAN
Commission Number 221975
My Commission Expires
April 14, 2023

Notary Public in and for the
State of Iowa

My Commission expires 4-14-23

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

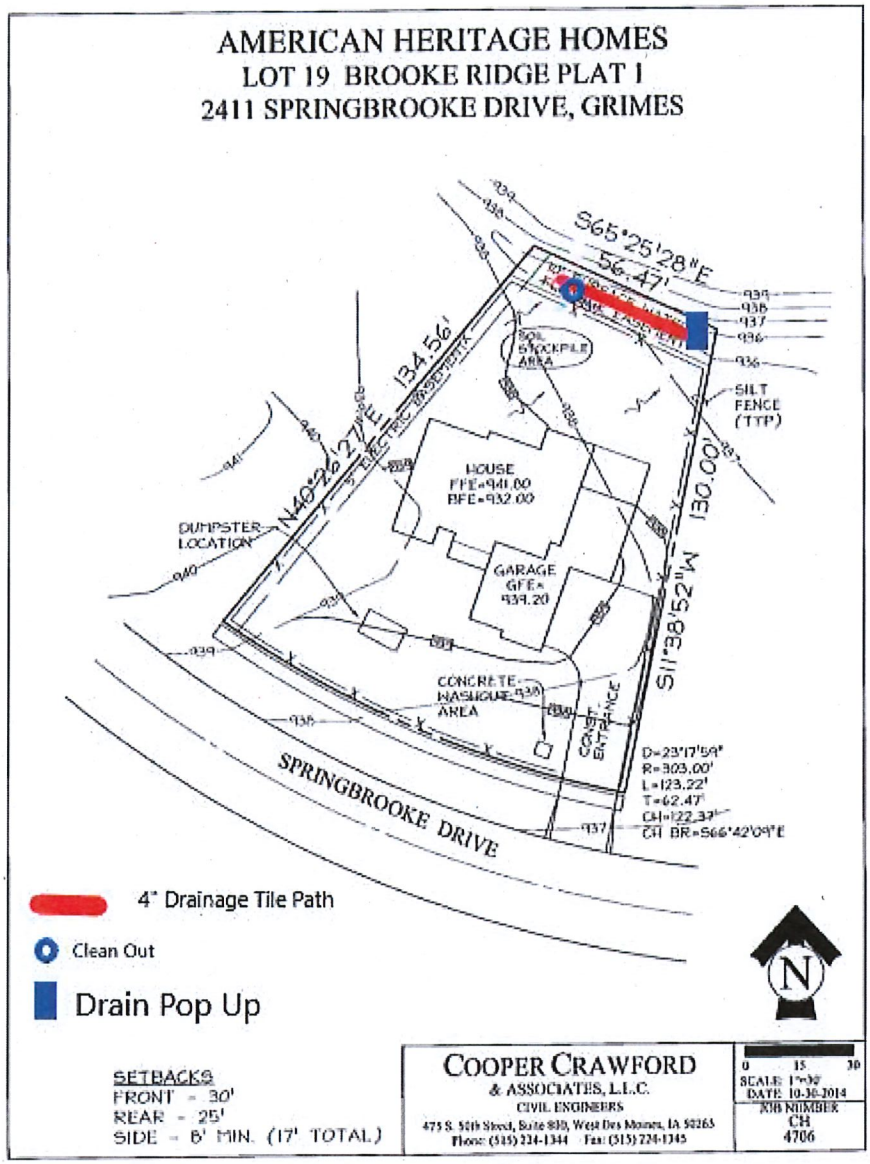
STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

Exhibit A – Drainage Tile and Fence



We will preserve the existing sod to replace over the area when complete. We will dig a trench large enough to accommodate the filter fabric, drainage tile, and gravel. The trench will be 16 inches deep and 16 inches wide to fit a standard 4-inch pipe with protective cover. The trench will begin 12' from the west property line (well away from the 5' electrical easement) and end 1' before the east property line, it will be centered at 4' from the rear or north property line. The drainage tile will run 43'.

We will lay filter fabric on the bottom of the trench and with excess to wrap around over the top of the drainage pipe after the 6 inches of rock is poured over it. We will lay 6' of ½- to ¾-inch washed or clean gravel in the trench. Install the drainage tile. Secure the clean out on the west end of the drainage tile and

secure the drain pop up on the east end. We will then cover the system with a 6-inch layer of ½- to ¾-inch washed or clean gravel. Wrap the drainage tile and gravel in the previously mentioned filter fabric to further protect the system from silt and sand. We will then place the preserved sod.

The intent is that the water will continue to flow during rain but any standing water that remains will filter into the drainage tile and dissipate from there.



O = Drainage tile

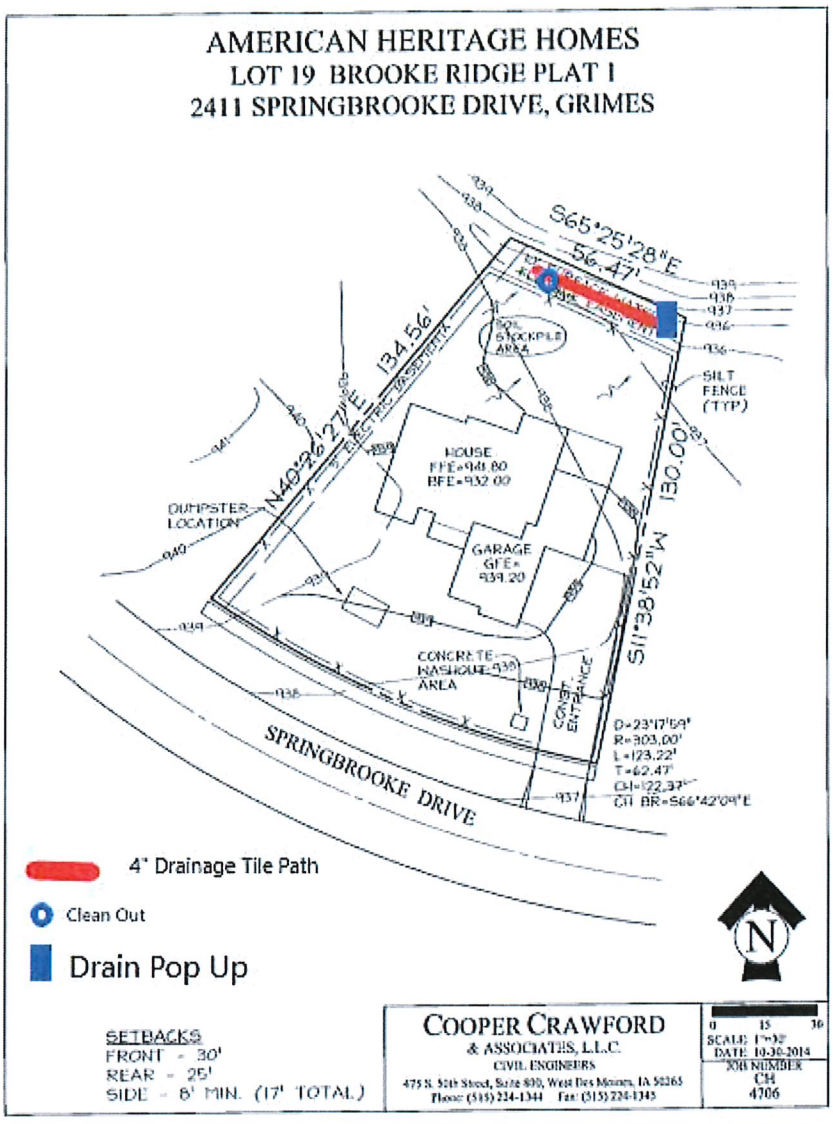
X = gravel

( ) = Fabric

V = Sod

A 4' black chainlink fence has been constructed in a surface water flowage easement on Lot 19 of Brooke Ridge Plat 1 (2411 NW Springbrooke Drive) in accordance to permit number 124328.

Exhibit A – Drainage Tile and Fence



We will preserve the existing sod to replace over the area when complete. We will dig a trench large enough to accommodate the filter fabric, drainage tile, and gravel. The trench will be 16 inches deep and 16 inches wide to fit a standard 4-inch pipe with protective cover. The trench will begin 12' from the west property line (well away from the 5' electrical easement) and end 1' before the east property line, it will be centered at 4' from the rear or north property line. The drainage tile will run 43'.

We will lay filter fabric on the bottom of the trench and with excess to wrap around over the top of the drainage pipe after the 6 inches of rock is poured over it. We will lay 6' of ½- to ¾-inch washed or clean gravel in the trench. Install the drainage tile. Secure the clean out on the west end of the drainage tile and

secure the drain pop up on the east end. We will then cover the system with a 6-inch layer of ½- to ¾-inch washed or clean gravel. Wrap the drainage tile and gravel in the previously mentioned filter fabric to further protect the system from silt and sand. We will then place the preserved sod.

The intent is that the water will continue to flow during rain but any standing water that remains will filter into the drainage tile and dissipate from there.

A 4' black chainlink fence has been constructed in a surface water flowage easement on Lot 19 of Brooke Ridge Plat 1 (2411 NW Springbrooke Drive) in accordance to permit number 124328.

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 30.

SYNOPSIS:
The owner of 1712 NW 8th St 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 30.

RESOLUTION NO. 05-4822

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 30 IN AUTUMN PARK WEST PLAT 1
1712 NW 8TH STREET

WHEREAS, the owners of Lot 30 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 30, 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 24th 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 Tyler Asbe and Mallory Asbe, 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 30 of Autumn Park West Plat 1 (1712 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 17 day of May, 2022.

PROPERTY OWNERS

Tyler Asbe

Mallory Asbe

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 17th day of May, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tyler Asbe, 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
Commission Number 816624
My Commission Expires
Apr. 26, 2025

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 17th day of May, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mallory Asbe, 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
Commission Number 816624
My Commission Expires
Apr. 26, 2025

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 an overland flowage easement on Lot 30 of Autumn Park West Plat 1 (1712 NW 8th St) in accordance to permit number FN-22-039.

GRIMES RESOLUTION NO.05-3322

WHEREAS, the City of Grimes (Grimes) entered into an agreement with the Iowa Department of Transportation (DOT) that the DOT would provide $164,096.00 in funding for infrastructure for a new development that would provide businesses engaged in interstate commerce; and

WHEREAS, Grimes entered into an agreement with the developer that they would locate businesses in the development that would meet the criteria of the DOT grant and engage in interstate commerce; and

WHEREAS, a DOT audit has revealed that the developer failed to meet the requirements of the grant, and is now seeking reimbursement of the funds; and

WHEREAS, Grimes values its longstanding and excellent relationship with the DOT, and desires to repay this amount of money to the DOT; and

WHEREAS, the developer's failure to locate interstate commerce businesses is the cause of the failure to meet the requirements of the DOT Grant.

WHEREFORE, BE IT RESOLVED BY THE GRIMES CITY COUNCIL AS FOLLOWS:

1. Grimes will repay the DOT the amount of $164,096.00 in a lump sum, without any accrued interest, and such repayment is authorized to be made in the new fiscal year beginning July 1, 2022; and
2. The City Attorney is authorized to investigate the possibility of litigation against the developer to recover any and all funds to which the developer may owe Grimes as the result of the developer's failure to meet the requirements of the DOT Grant.

THIS RESOLUTION PASSED by a vote of ___to ___ on the 24th day of May, 2022.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

Resolution # 05-3522
"A Resolution Adopting Amendments to Employee Handbook"

Whereas, the HR Director has provided an update of certain portions of that City of Grimes Employee Handbook, based on management and legal recommendations to existing policies;

Whereas, the amended handbook is adopted attached hereto as Exhibit "A;"

Whereas, the City Administrator and HR Director are authorized to adopt the amendments and exercise such discretion as may be necessary in the timing, sequence, or applicability of a fair and equitable transition to any new or substituted policies:

Section 1. The proposed policies are adopted into the Employee Handbook by this Resolution.

Section 2. Any policies, rules, or standards that conflict with these policies are hereby repealed.

Section 3. This resolution shall become effective on the date of its acceptance.

PASSED AND APPROVED this 24th day of May, 2022.

_____
Mayor Scott Mikkelsen

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

City of Grimes Employee Handbook

Drafted December 6, 2019
Adopted by Resolution No. 12-0519 on December 9, 2019

CITY OF GRIMES EMPLOYEE HANDBOOK
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I. INTRODUCTION

Purpose
The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of Grimes. They should not be construed as contract terms for any City employees. No supervisor or City representative has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to this provision. Nothing in this Employee Handbook, or in other City policies which may be communicated to the employee, constitutes a contract of employment for any City employee. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the City. These policies supersede all previous personnel policies. As an employee, you are responsible for complying with current City policy at all times.

Except as otherwise prohibited by law, the City of Grimes has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Scope
These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:
1. Elected officials
2. City attorney
3. Members of city boards, commissions, and committees
4. Consultants and contractors
5. Volunteers, except as specifically noted

If any policy herein conflicts with or is inconsistent in any manner with any current union agreement, the union agreement will prevail. Union employees should consult their collective bargaining agreement for specific rules pertinent to their employment conditions.

These policies serve as an information guide to help employees become better informed and to make their experience with the City more rewarding. Departments may have special work rules (only when deemed necessary by the supervisor or Department Head and approved by the city administrator) for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

EEO Policy Statement
The City is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, or veteran status.

Data Practices Advisory
Employee records are maintained in a location designated by the city administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated in compliance with Iowa and federal law.

Media Requests
All City employees have a responsibility to help professionally communicate accurate and timely information to the public. Requests for private data or information outside of the scope of an individual's job duties should be routed to city hall or the relevant Department Head.

With the exception of routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the Marketing and Communications Manager. No city employee is authorized to speak on behalf of the City without prior authorization from either the Marketing and Communications Manager or the city administrator or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the Marketing and Communications Manager of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a City matter, or if an employee is unsure if the request is a "routine" question, forward the request to the Marketing and Communications Manager. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as he/she can." Then ask the media representative's name, questions, deadline, and contact information.

All news releases concerning city personnel will be the responsibility of the Marketing and Communications Manager.

When/if the Marketing and Communications Manager or city administrator authorizes a staff person to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the City. Account names on social media sites must be clearly connected to the City and approved by the city administrator.
- Be respectful, professional, and truthful when providing information. Provide only factual information (not opinions or editorial comments).
- Do not include personal opinions in official City statements, except when to promote a city service.

II. CITYWIDE WORK RULES & CODE OF CONDUCT

Conduct as a City Employee
In accepting city employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements for every position at the City. All employees shall:

- Perform assigned duties to the best of their ability.
- Provide prompt and courteous service to the public.
- Read, understand, and comply with rules and regulations in this handbook and those in their departments.
- Behave professionally toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to an immediate supervisor.
- Maintain good attendance while meeting the goals set by an employee's supervisor.

Attendance & Absence
The operations and standards of service in the City require that employees be at work unless valid reasons warrant absence or an employee has a position that has been approved to work remotely. In order for a team to function efficiently and effectively, employees must fully understand the goals that have been set for them and the time required to be on the job. Understanding attendance requirements is an essential function of every city position.

Employees who anticipate work absence shall notify their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should call their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process may be grounds for discipline.
- The employee must call or report to the supervisor each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.
- Employees absent for three (3) days or more and who do not report the absence according to this policy will be considered to have voluntarily resigned not in good standing.
- The City may waive this rule if extenuating circumstances warranted such behavior.

This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days. Individual departments may establish more specific reporting procedures.

For budgetary and confidentiality reasons, non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

Access to and use of City Property – Loss or Damage
Employees who are issued and/or operating City equipment and/r property shall be responsible for the safekeeping, serviceable condition, proper care and use of that property or equipment. "City equipment and/or property" includes, but is not limited to: security access cards, lap top computers, cellular phones, cameras, keys, tools, uniforms, vehicles, capital equipment used in the regular course of employment such as lawn mowers, large power tools, back hoes, etc. Any such City equipment and/or property that is lost, damaged, or found to be unserviceable shall be immediately reported to the employee's supervisor and the city Clerk. While immediate reporting may not always be practical, under no circumstances shall such report be delayed by more than two hours to the supervisor or 24 hours to the City Clerk. All employees using City equipment and/or property have a duty to exercise good stewardship of public property and promptly report damages or losses. Employees who either fail to report damages or loss under this provision or are found to have intentionally or recklessly damaged City equipment and/or property will be subject to discipline.

Appearance
Departments may establish dress codes for employees as part of departmental rules, as approved by the city administrator or designee. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public.
Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the department. City staff shall not enforce the City's dress code more strictly against transgender and gender diverse employees than other employees.

Conflict of Interest/Related-Party Transactions
All City employees shall avoid participating financially, directly or indirectly, in any business enterprise which might influence or be thought or perceived to influence their official decisions or actions.

Outside Employment:

- Should not involve the city's time, facilities, equipment, supplies or the use of the city's uniform, business card or other evidences of office or employment.
- Should not involve the receipt of compensation or other consideration by an individual for performing his/her regular duties for the city.
- Should not be subject to the official control, inspection, review, audit or enforcement authority of the individual during the performance of his/her regular duties for the City.

No City employee shall have interest, direct or indirect, in any contract or job of work or material or the profits thereof of services to be furnished or performed for the City unless he or she meets one of the exceptions as delineated in Code Section 362.5 of the Iowa Code. A contract entered into in violation of this section is void.

Confidentiality Agreements
The City is a public entity and subject to open meetings and open records requirement, and nothing in this section is designed to impair those public obligations. However, in the course of their employment, city employees will be exposed to reports, incidents, personal data, personal health information, and similar information that warrants employee discretion and confidentiality. Employees agree not to use, disclose, or in any way reveal or disseminate to unauthorized parties any information they learn through their employment with the City through contact with written or electronic materials, documents, email messages or other electronic communications, or verbal or telephone conversations that are within the scope of their assignment with the City.

All employees shall certify compliance with this section by a separate agreement, and all employees agree to never remove any confidential material of any kind from the premises unless authorized expressly as part of work duties, or with the express written permission or direction to do so from a supervisor.

Personal Use
All employees are required to exercise care in the use of City property. Negligence in the care and use of City property may be grounds for suspension and/or dismissal. Unauthorized removal of City property from the premises or its conversion to personal use will be considered grounds for suspension and/or discharge.

No employee shall use City property for personal use unless specific permission has been granted by the City Administrator. This includes, but is not limited to: vehicles, tools, hoists, mowers, equipment, power tools, and the like. No employee shall use City labor of fellow employees for personal use unless specific permission has been granted by the City Administrator. For example, this would include snow removal, concrete removal or installation, vehicle repair, and the like.

No City official or employee will allow the authority of the City to be used nor be involved in using the authority of the City to make purchases for any employees or individuals for their personal use. No City employee shall use any property that belongs to the City for any private purpose nor shall any City employee perform any non-employment related duties while on City time.

Falsification of Records
Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies, will be subject to immediate disciplinary action up to and including termination.

Whistleblower Protections
An employee of the City who, in good faith, reports an activity that he/she considers to be illegal or dishonest to one or more of the city administrators or the human resources director may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate city management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor or the human resources director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

It is the City's legal responsibility to protect employees who make a complaint of employment discrimination, who serve as a witness or participate in an investigation, or who are exercising their rights when requesting religious or disability accommodation from retaliation.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation. Insofar as consistent with Iowa law, the confidentiality of the whistleblower will be maintained. However, identities may be disclosed to conduct an investigation, to comply with the law and to provide accused individuals their legal rights of defense. The City will not retaliate against a whistleblower. Any whistleblower who believes he/she is being retaliated against must contact human resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing.

Personal Telephone Calls
Personal telephone calls during work time should be made or received only when truly necessary (e.g., family or medical emergency), should not interfere with city work, and should be completed as quickly as possible.

Political Activity
City employees have the right to express their views and pursue legitimate involvement in the political system. However, no city employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias.

Smoking
The City observes and supports the Iowa Smokefree Air Act. All city buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) is prohibited while in a city facility or vehicle.

Smoking of any kind, including pipes, cigars, and cigarettes is prohibited for employees while on duty, subject to specific departmental rules. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

Resignation
Employees wishing to leave city service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt employees must give thirty (30) calendar days' notice. The written resignation must state the effective date of the employee's

resignation.

Unauthorized absences from work for a period of three consecutive work days will be considered resignation without proper notice.

III. DEFINITIONS

For purposes of these policies, the following definitions will apply:

(a) **Business Hours:** The City's regular hours of operation are Monday through Friday, from 8 a.m. to 5 p.m.

(b) **Department Head**: An employee who has responsibility for directing one or more departments.

(c) **Exempt Employee:** Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act.

(d) **Fiscal Year:** The period from July 1 to June 30.

(e) **Immediate Family**: An employee's immediate family includes the employee's spouse or partner/significant other, child, parent, brother or sister, mother or father-in-law, son or daughter-in-law, and grandparents/grandchildren, or with exceptions to be approved by the city administrator.

(f) **Pay Period:** A fourteen (14) day period beginning at 12 a.m. (midnight) on Monday through 11:59 p.m. on Sunday, fourteen (14) days later.

(g) **Regular Full-Time Employee**: An employee who has completed the trial period and who regularly works a minimum of forty (40) hours a week on a continuing basis.

(h) **Regular Part-Time Employee**: An employee who works less than forty (40) but at least twenty (20) hours a week on a continuing basis and is eligible for pro-rated holiday, PTO, or other benefits, but not including health, disability, life, vision, or dental insurance. This includes employees who work more than twenty hours on average, even if they may not work more than twenty hours in a particular given week.

(i) **Temporary/Seasonal Employees**: Temporary/seasonal employees are defined as those employees who hold jobs of limited duration arising out of special projects, abnormal workloads or emergencies. Temporary employees are not eligible for City benefits.

(j) **Training/Probationary Period:** A six-month period at the start of employment with the City (or at the beginning of a promotion, reassignment, or transfer) is designated as a

period within which to learn the job, unless covered by a collective bargaining agreement stating a different time frame. An employee serving his/her initial probationary period may be disciplined at the sole discretion of the City, up to and including dismissal. Nothing in this policy handbook shall be construed to imply that after completion of the probationary period, an employee has any vested interest or property right to continued employment, which continues to be "at will."

IV. EMPLOYEE RECRUITMENT & SELECTION

Scope
The human resources director or a designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff who screen applicants, perform interviews, and make hiring recommendations, hiring will become final upon the City Council's approval based on the recommendations of staff. All hires will be made according to merit and fitness related to the position being filled.

Features of the Recruitment System
The human resources director or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will generally be made online or by application forms provided by the City. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the human resources director or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.

The deadline for application may be extended by the human resources director. Unsolicited applications will not be kept on file.

Position vacancies may be filled on an "acting" basis as needed. Pay rate adjustments, if any, will be made according to the Performance Management System adopted by the City Council in Resolution 09-0419 Adopting Performance Management System (passed September 10, 2019).

Testing and Examinations
Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions.
- Writing exercises for positions requiring writing as part of the job duties.
- Roleplaying exercise for an administrative support position (sets up real-life scenarios and items that would likely be given to the position for action, and asks the candidate to list and prioritize the steps they would take to complete the tasks).

- Mock presentation to the City Council for a planning director position, for example.

Internal recruitments will be open to any city employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the City.

City staff will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, a candidate must meet the minimum qualifications.

Pre-Employment Medical Exams
The human resources director or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam. Public works and fire department positions require a pre-employment medical examination.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

Selection Process
The selection process will be a cooperative effort between the human resources director or designee and the hiring manager, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to City Council approval.

The City has the right to make the final hiring decision based on qualifications, abilities, experience and its organizational needs.

Background Checks
All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position.

Training/Probationary Period
The training period is an integral part of the selection process and will be used for the purpose of closely observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions, and rehires. Training periods are six months in duration, but may be extended by, for example, an unpaid leave of absence.

V. ORGANIZATION

Job Descriptions
The City will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the City Council prior to the position being filled.

A job description is prepared for each position within the City. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance and compliance with work rules and policies are essential functions of all positions.

Prior to posting a vacant position the existing job description is reviewed by the Human Resources Director or designee and the hiring supervisor to ensure the job description is an accurate reflection of the position and the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for updates to job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the human resources director.

Assigning and Scheduling Work
Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the city administrator.

Job Descriptions and Classifications
Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the human resources director.

Pursuant to Resolution 06-0819 Approving and Adopting the Grimes Employee Classification and Compensation Plan, Phase I (passed June 11, 2019), the City has adopted a classification and compensation system that, by reference, is incorporated into this policy and governs how employee compensation is determined.

Layoff
The city administrator and human resources director will make decisions about layoffs based on the City's needs and on the performance, knowledge, skills, and abilities of employees first, and seniority will be used as a secondary consideration. The city administrator will submit a list of employees to be laid off to the City Council for final approval.

Performance Reviews
Pursuant to Resolution 09-0419 Adopting Performance Management System (passed September 10, 2019), the City has adopted an objective performance management system, which addresses

how employees receive adjustment to their pay from time to time. More specific details about the performance management system are contained in the Performance Management Manual.

VI. HOURS OF WORK

Work Hours
Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the human resources director. The regular workweek for employees, other than 56-hour shift employees in the fire department, is five eight-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the city administrator in accordance with the customs and needs of the individual departments.

Meal Breaks and Rest Periods
For nonexempt employees, a paid fifteen (15) minute break is allowed within each four (4) consecutive hours of work. Either an hour, or an unpaid thirty (30) minute lunch period is provided when an employee works five (5) or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving or banking these breaks to leave early.

Employees working in city buildings will normally take their break at the place provided for that purpose in each building. Employees working outdoors will normally take their break at the location of their work. Employees whose duties involve traveling throughout the City may stop along the assigned route at a restaurant or other public accommodation for their fifteen (15) minute break. Exceptions must be approved by the supervisor or human resources director.

Departments with unique job or coverage requirements may have additional rules (when deemed appropriate by the supervisor or Department Head and approved by the city administrator) on the use of meal breaks and rest periods.

Adverse Weather Conditions
City facilities will generally be open during adverse weather. Employees will need to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to use accrued PTO or compensatory time, or with Department Head approval, may modify the work schedule or make other reasonable schedule adjustments.

Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective supervisor or the city administrator.

Direct Deposit
As provided for by Iowa law, all employees are required to participate in direct deposit. Employees are responsible for notifying the finance director or human resources director of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

Time Reporting
Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis. Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a time sheet is cause for immediate termination.

Non-Exempt (Overtime-Eligible) Employees
All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. For the purposes of calculating overtime, "hours worked" will be approved PTO, medical leave, compensatory time and paid holidays" Compensation will take the form of either time-and-one-half pay or compensatory time. Compensatory time is paid time off at the rate of one-and-one-half hours off for each hour of overtime worked. Compensatory time can be accrued only up to a maximum limit of 20 hours and will be paid out if not used prior to July 1 of each successive fiscal year and paid out only at the applicable rate of pay when earned.

For all employees (except 56-hour shift Fire Department employees) the workweek begins at midnight on Monday and runs until the following Sunday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department, subject to the approval of the city administrator.

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Exempt (Non-Overtime-Eligible) Employees
Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

Leave Policy for Exempt Employees
Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for exempt staff are Monday through Friday, 8 a.m. to 4:30 p.m., plus evening meetings as necessary.

Exempt employees are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day. Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal 8 a.m. to 4:30 p.m. Monday through Friday requirement. Exempt employees must communicate their absence to their supervisor, department head, or the human resources director.

If one of the above employees is regularly absent from work under this policy and it is found that there is excessive time away from work that is not justified, the situation will be handled as a performance issue.

If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification and approval requirements may be adopted by the city administrator for specific situations as determined necessary.

Telecommuting Policy

As a product of its facility constraints and in recognition of an increasingly mobile workforce, the City allows employees to telecommute under the right circumstances. Telecommuting does not change the duties, obligations, responsibilities, or terms and conditions of City employment, and telecommuting employees must comply with all City rules, policies, practices, and instructions. Eligibility for telecommuting is based on both the position and the employee. Not every job, or every employee, is well suited for telecommuting. Employees who are not upholding City obligations, such as meeting performance or conduct expectations, are not eligible to telecommute.

Telecommuting is a privilege, not a right. All City employees who telecommute must have an approved telecommuting agreement under this policy. Employees must read the telecommuting policy and technical guidelines, complete additional training, submit an agreement through the department head and human resources director, to be approved by the city administrator. A City department may have additional telecommuting requirements, guidelines, or procedures, provided they are consistent with the intent of this program and have been approved by the city administrator.

A telecommuting employee must perform work during scheduled telecommuting hours. Employees may not engage in activities while telecommuting that would not be permitted at the regular worksite, such as child, elder, or other dependent care. Telecommuting employees may take care of personal business during unpaid lunch periods, as they would at the regular worksite.

A supervisor or a department may deny, end, or modify a telecommuting agreement for any business reason that is not arbitrary or capricious. Similarly, a telecommuting employee may end or request to change a telecommuting agreement at any time. Employees may be removed from the Telecommuting Program if they do not comply with the terms of their telecommuting agreements.

Call Out

Public Works employees are often called to work outside of their regularly scheduled shifts for emergency snow, weather, and related events. Public Works employees so called to work by the City outside of their regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half. Additional time outside of that two (2) hours will be paid at the rate of time and one-half insofar as it exceeds employees' normal forty hour work schedule.

If the call time work assignment and the Employee's regular shift overlap, the Employee shall then be paid for the balance of his/her regular shift at the appropriate rate. This provision is not applicable to Employees prescheduled for duty at least seven (7) days in advance.

VII. BENEFITS

Health, Dental, Life Insurance
The City will contribute a monthly amount toward group health, dental, vision, and life insurance benefits for each eligible employee and his/her dependents. For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the human resources director.

Retirement/IPERS
The City participates in the Iowa Public Employees Retirement System (IPERS) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in IPERS is mandatory for most employees, and contributions into IPERS begin immediately. For information about IPERS eligibility and contribution requirements, contact the human resources director.

Flexible Spending Reimbursement Plan
The City has implemented an IRS Section 125 (Flexible Spending Reimbursement Plan) for its employees. The flexible spending plan allows you to pay for certain expenses through a pre-tax payroll deduction, which can result in significant tax savings. There are three types of eligible expenses: health plan premiums, medical/dental expenses and dependent care expenses. This process is an annual election.

Deferred Compensation Plan
The City provides a deferred compensation plan for full-time and part-time employees and elected officials on the City's payroll. The plan allows these employees and officials to defer a pre-tax portion of their paycheck for retirement. Participation in the plan is voluntary.

Vehicle Allowance
For department heads who must travel regularly in the course of their duties, the City will provide a city-owned vehicle for their use during work hours. In situations where the budget does not allow for the purchase of a vehicle, the city administrator may elect to pay a $30.00/month vehicle allowance. Such an allowance will be authorized for a year at a time only and is not intended to be a permanent fringe benefit, but only a gap measure until the City can budget for a vehicle purchase.

VIII. HOLIDAYS

The City observes the following official holidays for all regular full-time and part-time employees:

New Year's Day
Martin Luther King, Jr. Day (3rd Monday in Jan.)
Memorial Day
Independence Day
Labor Day
Birthday Holiday
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for city operations/facilities that are closed on holidays.

Each permanent employee may take eight hours of paid holiday during the two-week period in which their birthday falls, to be scheduled by mutual agreement of the employee and his/her supervisor.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Permanent part-time employees will receive prorated holiday pay based on the average number of hours normally scheduled. Fire 48/96 schedule officers and 40-hour officers are not subject to this schedule and shall have such holidays and benefits as are identified in the relevant standard operating procedures/guidelines (SOP/SOG) that has been signed by the HR Director, currently Policy 1.09. Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

Employees who wish to observe holidays other than those officially observed by the City may request either PTO, compensatory leave or unpaid leave for such time off.

IX. LEAVES OF ABSENCE

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., the Family and Medical Leave Act is likely to apply during a workers' compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests are evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Paid Time Off

Paid Time Off ("PTO") is an all-inclusive paid time off program that provides income protection for no fault time away from work including vacation or illness related absences. PTO is intended to be used for a variety of traditional types of time away from work including vacation, illness, personal business, medical appointments, family time, personal holidays, and personal voluntary community service.

PTO shall be accrued on a bi-weekly basis during the fiscal year, July 1 through June 30 and may be taken in 1/10 hour increments for hourly employees or four-hour increments for salaried employees. PTO increases with years of service in accordance with the following schedule and is allocated accordingly on a bi-weekly basis. The maximum PTO accrual is 500 hours for Directors, 420 hours for full-time employees, and 210 hours for part-time employees working 20-29 hours per week.

PTO Accrual Schedule – Exempt

0 - 1 Years of Employment:	6.77 hours bi-weekly
2 - 4 Years of Employment:	7.69 hours bi-weekly
5 - 9 Years of Employment:	9.23 hours bi-weekly
10 - 14 Years of Employment:	10.77 hours bi-weekly
15 + Years of Employment:	12.31 hours bi-weekly

PTO Accrual Schedule – NonExempt/Hourly

0 - 1 Years of Employment:	5.85 hours bi-weekly
2 - 4 Years of Employment:	6.77 hours bi-weekly
5 - 9 Years of Employment:	8.31 hours bi-weekly
10 - 14 Years of Employment:	9.85 hours bi-weekly
15 + Years of Employment:	11.38 hours bi-weekly

PTO accrual shall begin in the first full pay period following the employee's date of employment. An employee in unpaid leave status shall not accrue PTO. Changes in the bi-weekly PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee occurs. The PTO leave accrual is designed to cover all circumstances for which employees need leave, including planned vacation and personal matters, illness, injury, and other expected and unexpected absences. Employees unable to manage their leave will be subject to discipline, up to and including termination. Fire 48/96 schedule officers and 40-hour officers are not subject to this schedule and shall have such holidays and benefits as are identified in the relevant standard operating procedures/guidelines (SOP/SOG) that has been signed by the HR Director, currently Policy 1.09.

Upon resignation or termination, an employee shall be paid all unused PTO up to the maximum accrual amount as set forth above.

Medical Leave Bank

Employees employed by the City prior to the adoption of this handbook shall have their sick leave bank frozen and converted to a Medical Leave Bank. An employee granted time off work must use any available PTO leave during the absence unless the reason for the employee's absence is due to the employee's or a member of the employee's immediate family's illness, injury, disability or hospitalization which exceeds two continuous workdays. Medical leave shall be used for employee absences related to the employee or a member of the employee's immediate family's illness, injury, disability or hospitalization that exceed two continuous workdays. If the medical leave bank is exhausted, the employee must then use any remaining accrued PTO leave. Use of PTO and medical leave will run concurrently with any approved FMLA leave.

Exceptions to the medical leave bank policy shall be approved by the city administrator.
The City reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and is grounds for disciplinary action.

Annual PTO Conversion

Employees employed by the City on December 31st of each year and whom have successfully completed the established probationary period may be allowed to convert up to 40 hours of PTO

hours to their Medical Leave Bank. An employee shall submit a written request for the PTO conversion to the Finance Director prior to December 1st of the year of conversion, with the conversion taking effect on the first payroll following January 1st.

Use of Medical Leave Bank and Family and Medical Leave Act (FMLA)
The provisions of this paragraph relate to the use of the Medical Leave Bank only as it relates to the provisions of the FMLA. Employees may use accrued medical leave for an approved FMLA qualifying event pursuant to the following conditions:

- *Employee is unable to work because of a serious health condition* – an employee may use accrued medical leave if employee is absent from work for more than three (3) consecutive work days. Once accrued medical leave is exhausted the employee's PTO will be used until the balance is exhausted.
- *For the birth and care of the newborn child of the employee* – an employee may use PTO or accrued Medical Leave until both banks are exhausted. Time used should be indicated on employee's time card.
- *For placement with the employee of a son or daughter for adoption or foster care* - an employee must use all accrued PTO.
- *To care for an employee's spouse, child, or parent with a serious health condition* - an employee must use all accrued PTO. Accrued medical leave may be used once an employee's PTO balance is exhausted.
- *Service Member Leave* – an employee must use all accrued PTO. Accrued medical leave may be used once an employee's PTO balance is exhausted.

Sick Conversion Election
Employees with a minimum of 10 years of full-time service with the City can make a one-time election to, instead of converting all sick leave to medical leave, convert accrued sick leave to PTO at the rate of four (4) to one (1), or 25%. The remaining 75%, or balance of the leave, will be transferred to the medical leave bank.

Military Leave
The City will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who are members of a reserve force of the United States or of the state of Iowa shall be granted a leave of absence when ordered to attend a training program or perform other duties under the supervision of the United States or the state of Iowa. This leave of absence shall be with pay during the period of such activity and shall not exceed thirty working days per year.

Any employee who enters into active service in the Armed Forces of the United States while in the service of the City shall be granted an unpaid leave of absence for the period of military service. Employees must provide a copy of their orders to their Department Director at least ten (10) working days prior to reporting for duty.

Jury Duty / Court Appearance Leave
The City shall continue to pay the wage or salary of any employee called to jury duty or subpoenaed to provide testimony related to their employment, provided the employee provides proof of such duty. The employee is required to return to the City any payment received from the Court for jury service or court appearance other than travel or expense allowances. Employees who are called to provide testimony for city business outside of their normal work schedule shall be compensated at one and one-half times their hourly rate.

Unpaid Leave of Absence
Employees may request an unpaid leave of absence after successfully completing his/her probationary period. The request shall be submitted to the employee's Department Director in writing and indicate the reason and length of the unpaid absence. The city administrator, upon recommendation from the department director, may grant an unpaid leave of absence for up to six (6) months for illness or other legitimate reasons as determined by the city administrator. This leave may be extended an additional six (6) months at the discretion of the city administrator. There is no guarantee that an unpaid leave of absence will be granted.

During an unpaid leave, an employee:

- Does not accrue PTO
- Does not collect PTO or holiday benefits
- Must reimburse the City for all health and dental insurance premiums paid while on leave if coverage is desired to be continuous
- Must reimburse the City for all life insurance premiums if coverage is desired to be continuous.

Executive Leave and Time for Exempt Employees
The city administrator or department director, if appropriate, may grant reasonable periods of time off to these employees when he/she feels that it is warranted in recognition of extra hours worked.

In recognition of the additional hours spent at council, commission, board and civic group meetings after hours on a regular basis, executive level members of the City's management team will accrue twenty-four (24) hours of executive leave annually, which must be used annually or it shall be forfeited.

Merit Leave
There is hereby established a merit leave bank of hours, in a maximum sum of eight (8) hours per quarter, that each Department Head is granted to award to eligible employees in the form of PTO. Generally, merit leave shall be defined as leave that can be awarded to an eligible employee for outstanding, meritorious and/or extraordinary work performance. Merit leave may also be awarded for other activities that contribute positively to employee morale (e.g., providing four hours of leave as an incentive award for an employee potluck competition). All requests to award merit leave shall be submitted to and approved by the city administrator or designee.

Bereavement Leave for Immediate Family
An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave. Employees are allowed up to three consecutive days off from regularly scheduled duty with regular pay in

the event of the death of the employee's immediate family member for any given calendar year.

Workers Compensation and Return to Work
Leave of absence with pay shall be granted to employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in actual performance of duty as determined by the City's workers compensation insurance carrier.

The City's policy is to provide modified or alternate work for an employee injured on the job unable to temporarily or permanently return to his/her regular job classifications. Regular modified and alternate work will be provided as available in compliance with the Americans with Disabilities Act (ADA) and state law.

The feasibility of reasonable accommodations shall be determined on a case-by-case basis, taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.

Return to Work Program Objectives:

- To return the employee to work as soon as possible when there is not a significant risk of substantial harm to themselves and others.
- To minimize financial hardship and emotional stress to the employee who has sustained a work-related injury.
- To assist the employee in returning to work at a level as close as practicable to his/her pre-injury earnings and productivity.
- To retain qualified and experienced employees.
- To reduce the cost of disability benefit programs.

Temporary Alternate Duty (TAD):
TAD is modified duties or hours assigned to a worker injured on the job, when the physician indicates the employee can return to work but is not yet capable of all normal job duties, and his/her work-related injury has not reached maximum medical improvement. Its purpose is to provide temporary work, within medical restrictions, when a medical prognosis indicates the employee is expected to return to full duty following a course of medical treatment.

If such position is available, the employee will be provided with TAD as soon as medically feasible. An alternate duty position may be either within his/her department, if available, or within another department, as coordinated by the City's TAD designee.

An employee on TAD will continue to receive the salary and benefits of his/her job classification. The assignment should be reviewed after each medical appointment, generally every 7 to 14 days, but TAD will not normally exceed three months (90 calendar days).

TAD may be requested by an employee incurring an off the job injury that impairs the employee's ability from meeting the regular job duties of his/her classification. The request should be made to the employee's director or the City Administrator's designee. Approval by the Director is required for TAD.

Accrual Rate
For the purpose of determining an employee's PTO accrual rate, years of service will include all continuous time that the employee has worked at the City (including authorized unpaid

leave). Employees who are rehired after terminating employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

Earnings and Use
After six months of service, PTO leave may be used as it is earned, subject to approval by the employee's supervisor.

An employee will not earn any PTO leave for any pay period unless he/she is employed by the City on the last scheduled work day of the pay period. Requests for leave must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and human resources director. Leave can be requested in increments as small as one hour up to the total amount of the accrued leave balance. Leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee. Employees may accrue PTO leave up to the maximums identified above. PTO leave cannot be converted into cash payments except at termination.

Parental Leave
The City will provide either two or three weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. Three weeks will be provided to birth mothers, with two weeks provided to other parents. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. Leave may be used in one single block or throughout the calendar year following the child's birth or placement.

Eligibility
Eligible employees must meet the following criteria:

Have been employed for at least 12 months (the 12 months do not need to be consecutive).
Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

Have given birth to a child.
Be a spouse or committed partner of a woman who has given birth to a child.
Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Family and Medical Leave Act (FMLA)
The City will provide Family and Medical Leave to eligible employees. The purpose of this policy is to provide employees with a general description of their FMLA rights. Questions regarding FMLA leave should be directed to your supervisor.

FMLA Leave Eligibility
An eligible employee under the FMLA is an employee who has been employed by the City for at

least 12 months and has worked at least 1,250 hours in the immediately preceding 12 months.

Reasons for FMLA Leave

An eligible employee may take FMLA leave of up to 12 weeks per leave year, for any of the following reasons:

- For the birth of and/or to care for a newborn child, or a child to be placed in the employee's custody through adoption or foster care;

- To care for the employee's spouse, child, or parent (not in-law) who has a serious health condition;

- Because of the employee's own serious health condition if that condition renders the employee unable to perform his or her job functions.

- For a qualifying exigency related to the fact that the employee has a spouse, child, or parent who serves in the reserve components of the armed forces and is on active duty or is called to active duty in support of a contingency operation. (Contact your supervisor regarding military service exigency leave.)

- To care for a parent, spouse, child, or relative to whom the employee is next-of-kin when the family member is being treated for, or is recuperating from, a serious injury or illness incurred in the course of active duty in the military. (Note: Leave of up to 26 weeks in a single 12-month period is allowed for care under this provision. Contact your supervisor regarding military service exigency leave.)

Any leave taken by an eligible employee for one or more of these reasons will be counted against that employee's available annual FMLA leave entitlement.

Serious Health Condition

For the purpose of determining whether an eligible employee or his/her spouse, child, or parent has a serious health condition that qualifies for leave, such a condition includes any injury, illness, impairment, or physical or mental condition that requires:

a. Inpatient care in a medical facility (for example, overnight hospitalization), or

b. A serious health-related absence of more than three consecutive calendar days, along with two treatments by a healthcare provider within 30 days of the first day of incapacity; or

c. Three consecutive calendar days of a serious health-related absence and at least one treatment by a healthcare provider resulting in a continuing regimen of treatment, with the first treatment occurring within the first seven days of the condition; or

d. A chronic serious health condition resulting in at least two visits to a healthcare provider per year; or

e. Any period of incapacity due to pregnancy or for prenatal care; or

f. Care for a permanent or long-term serious health condition or for multiple

restorative treatments as defined by federal law.

Leave Year
For the purpose of this policy, the leave year within which an eligible employee may take his or her 12 weeks of FMLA-protected leave means the 12-month period beginning on the date the employee first takes leave for any qualifying reason.

Compensation for FMLA Leave
FMLA leave is unpaid leave, however, employees with available PTO or other forms of paid leave will be required to use all available PTO time and other paid leave, if available. All intermittent FMLA time will be recorded as PTO and other paid leave, if available. Only earned PTO and other paid leave is required to be used. Once an employee's available PTO and other paid leave is exhausted, FMLA time will be unpaid. All paid and unpaid FMLA leave time will be counted toward the employee's available annual FMLA leave allotment.

Intermittent or Reduced-Hours Leave
When leave is taken to care for a seriously ill spouse, child, or parent, is due to the employee's own serious health condition, or is for a qualifying FMLA military-related leave, an employee may take leave intermittently (i.e., periodically as needed) or on a reduced-hours schedule (i.e., reduced number of working hours per day or per week) if leave is medically necessary, as certified by the employee's or the family member's healthcare provider. Otherwise, such leave is not permitted unless approved by the City. All eligible FMLA time taken — whether consecutive, intermittent or on a reduced-hours schedule — must be reported to your supervisor as such.

Job and Benefits Security
An eligible employee who takes leave under the FMLA and who returns to work by the time his or her annual FMLA entitlement has expired will be restored to the position he or she held when the leave commenced, or to an otherwise equivalent position (with respect to pay, benefits, and other terms and conditions of employment), unless the employee is designated as a key employee or the employee would no longer have been employed even if FMLA leave had not been taken. Additionally, any employment benefits accrued but unused prior to the commencement of leave will be available to the employee upon return from qualifying FMLA leave.

Continuation of Group Health Plan Coverage (if provided by the City)
Group health plan coverage will be maintained by the City during an eligible employee's period of FMLA leave, to the extent and under the same circumstances as would ordinarily be furnished to that employee. Monthly insurance premium co-pay payments will be deducted from the employee's regular paycheck, if the employee is receiving paid compensation. Otherwise, the employee will be required to make premium payments to the City by the 10th ofeach month. The City or its designee will notify eligible employees concerning the amount of each premium payment due. Failure to pay such premiums during leave may result in the loss of health coverage. An eligible employee who fails to return to work after the expiration of available FMLA leave may be asked to reimburse the City for any healthcare premiums paid by the City during the leave period, except for qualifying reasons.

Employee Notice Requirements
An eligible employee must give the employee's supervisor or the City's designee at least 30 days' notice of his or her intent to take leave under the FMLA. If the employee is unable to give such notice because the need for leave is not foreseeable, then the employee must give notice consistent

with the City's absence policies, absent unusual circumstances. The City may delay or deny authorization for leave to any employee who fails to give the requisite notice.

Healthcare Provider Certification
When leave is taken to care for a family member with a serious health condition or due to the employee's own serious health condition, an eligible employee may be asked to provide the employee's supervisor or human resources director with a completed and signed healthcare provider certification form indicating that the employee needs FMLA leave. This certification must be returned to the City within 15 days after the employee gives notice of his or her intent to take FMLA leave.

Failure to provide timely medical certification may result in delays in securing approval for leave. Failure to return the certification will preclude the employee from taking leave.

An eligible employee may also be asked to furnish his or her supervisor or a City designee with subsequent healthcare provider recertifications on a reasonable basis during the employee's leave period. An eligible employee's failure to furnish subsequent certifications may result in termination of the employee's right to leave.

An eligible employee returning from FMLA leave must submit to the City a medical fitness-for-duty certification indicating that the employee is able to return to work. Failure to submit such a release or key employee status may preclude the employee from being restored to his or her employment with the City.

Additional Information
If you have any questions concerning FMLA leave, you should contact your supervisor, the human resources director or the City designee.

X. UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION

General
The City of Grimes is committed to creating and maintaining a public service work place free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964, the Iowa Civil Rights Act, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990 and amendments and other related employment laws

In keeping with this commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment, discrimination, and retaliation. This policy prohibits harassment, discrimination, and retaliation in any form, including verbal and physical.

This policy statement is intended to make all employees, volunteers, members of boards and commissions, and elected officials sensitive to the matter of harassment, discrimination, and retaliation to express the City's strong disapproval of it, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any harassment, discrimination, or retaliation issue is to bring it to the attention of management.

Definitions

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of inappropriate behaviors that are unacceptable and therefore prohibited, even if not unlawful in and of themselves include: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome or repeated action of an individual against another individual, using sexual overtones.

Harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of the City.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Unlawful **discrimination** is when one discriminates in the provision of employment opportunities, benefits or privileges; creates discriminatory work conditions; or uses discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status.

Unlawful **retaliation** includes imposing any hardship, loss, benefit or penalty to an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious

complaints is an abuse of this policy and will be treated as a violation.

Expectations
The City of Grimes recognizes the need to educate its employees, volunteers, members of boards and commissions, and elected officials on the subject of harassment and discrimination and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect, and assist in fostering an environment free from offensive behavior or harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of harassment, discrimination, or retaliation or employees who are aware of such conduct, should immediately report their concerns to any of the following:

1. A supervisor; OR
2. The human resources director.

A supervisor must act upon such a report even if requested otherwise by the victim. In the event the perpetrator is a supervisor or the human resources director, employees are encouraged to make a report to the city administrator, Mayor, or a member of the City Council. In addition to notifying one of the above persons and stating the nature of the conduct, the employee is also encouraged to take the following steps, if the person feels safe and comfortable doing so. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor.

1. Communicate that the conduct is unwelcome. Professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions, and request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.
2. In some situations, such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with an offender.
3. To reiterate, it's important you notify a supervisor, the human resources director, the Mayor or a councilmember of your concerns. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the city administrator, the mayor or the city attorney.

The City urges that such conduct be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Management takes these complaints seriously, and has the obligation to provide an environment free of unlawful harassment, discrimination, and retaliation. The City is obligated to prevent and correct unlawful conduct in a manner which does not abridge any employee's rights. To accomplish this task, the cooperation of all employees is required.

In the case of a sexual harassment complaint, a supervisor must report the allegations promptly to the human resources director. If the human resources director is the subject of the complaint, then the supervisor is to report the complaint to the city administrator or to the city attorney. **A supervisor must act upon such a report even if requested otherwise by the victim**. The City

will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment, discrimination, and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases harassment, discrimination, and retaliation as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

Special Reporting Requirements
When the supervisor is the perpetrator, a report will be made to the human resources director who will assume the responsibility for investigation and discipline.

If the human resources director is the alleged perpetrator, a report will be made to the city administrator, the Mayor, or a member of the City Council regarding appropriate investigation and action.

If a councilmember is the alleged perpetrator, the report will be made to the human resources director and referred to the city attorney who will undertake the necessary investigation. The city attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the human resources director may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

If an elected or appointed City of Grimes official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the human resources director or city attorney will be consulted as to the appropriate course of action.

XI. RESPECTFUL WORKPLACE POLICY
(includes sexual harassment prevention)

The intent of this policy is to provide general guidelines about conduct that is and is not appropriate in the workplace and other city-sponsored social events. The city acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability
Maintaining a respectful public service work environment is a shared responsibility. This policy is applicable to all city employees, volunteers, firefighters, members of boards and commissions and city council members.

Abusive Customer Behavior
While the city has a strong commitment to customer service, the city does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. Employees should leave the area immediately

when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior
The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

Violence:
includes the use of physical force, harassment, bullying or intimidation.

Discriminatory behavior:
includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, pregnancy, gender-biased statements, such as stereotypes about women or men, marital status, age, sexual orientation, gender identity, or gender expression.

Offensive behavior:
may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the city administrator.

Names and Pronouns
Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court-ordered name or gender change is not required.

Employee Response to Disrespectful Workplace Behavior
All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police or ask the individual to leave the area.

If employees see or overhear a violation of this policy, employees should advise a supervisor, the human resources director, or city administrator.
Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in the manner set forth in **Section X. Unlawful Harassment, Discrimination, and Retaliation Prevention**, above. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor.

Supervisor's Response to Allegations of Disrespectful Workplace Behavior
Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of harassment or discriminatory behavior, a supervisor must report the allegations promptly to the human resources director, who will determine whether an investigation is warranted. **A supervisor must act upon such a report even if requested otherwise by the**

victim. In any complaints raised under this section, the supervisor shall proceed in the manner set forth in **Section X. Unlawful Harassment, Discrimination, and Retaliation Prevention**, above.

Special Reporting Requirements
In Special Reporting situations, the employee or supervisor should follow the procedures set forth in **Section X. Unlawful Harassment, Discrimination, and Retaliation Prevention**, above.

Retaliation
Consistent with the terms of applicable statutes and city personnel policies, the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment and is absolutely prohibited.

Possession and Use of Dangerous Weapons
Possession or use of a dangerous weapon (see attached definitions) is prohibited on city property or in city vehicles. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on city property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

XII. DISCIPLINE

General Policy
Supervisors are responsible for maintaining compliance with city standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the reporting chain to the employee's supervisor, the human resources director, and to the city administrator, but only for a demotion, dismissal, or reduction in an employee's pay. Minor discipline, such as a written or oral reprimand, shall not be a legitimate basis for an appeal under this section. The supervisor, human resources director, and/or the city administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

No Contract Language Established
This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

Process
The City does not use a progressive discipline system but may choose to use a system of escalating responses intended to correct negative behavior rather than punishing the employee. Nothing in these personnel policies implies that any city employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee. The following are descriptions of the types of disciplinary actions:

Oral Reprimand
This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

Written Reprimand
A written reprimand is more serious than an oral reprimand and is appropriate when the problem is either severe enough or, alternatively, when it has not been corrected or behavior improved in a reasonable period of time.

Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the human resources director or the human resources director.

A written reprimand will: (1) state what happened; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay
The human resources director may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

Demotion and/or Transfer
An employee may be demoted or transferred if attempts at resolving an issue have failed and the human resources director determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

Salary
An employee's salary increase may be withheld or the salary decreased due to performance deficiencies. Employees' salaries will be adjusted from time to time

Dismissal
The city administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with city standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed his/her initial probationary period, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Iowa law.

XIII. EMPLOYEE EDUCATION & TRAINING

The City promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

Policy
The City will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

Job-Related Training & Conferences
The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties.

The supervisor and human resources director are responsible for determining job-relatedness and

approving or disapproving training and conference attendance.

Job-Related Meetings
Attendance at professional meetings costing $500 or less and directly related to the performance of the employee's work responsibilities do not require the approval of the city administrator. Advance supervisor approval is required to ensure adequate department coverage.

Request for Participation in Training & Conferences
The request for participation in a training session or conference must be submitted in writing to the employee's supervisor on the appropriate form. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the City.

Requests totaling more than $500 must be approved by the employee's supervisor and the city administrator. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file. Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

Out of State Travel
Attendance at training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the city administrator.

Compensation for Travel & Training Time
Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

Memberships and Dues
The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the City. Normally, one city membership per agency, as determined by the city administrator is allowed, providing funds are available.

Upon separation of employment, individual memberships remain with the City and are transferred to another employee by the supervisor.

Travel & Meal Allowance
If employees are required to travel outside of the area in performance of their duties as a city employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City will not reimburse employees for meals connected with training or meetings within city limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

Employees who find it necessary to use their private automobiles for city travel and who do not receive a car allowance will be reimbursed at the allowable IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy.

No reimbursement will be made for alcoholic beverages.

XIV. MISCELLANEOUS POLICIES

Outside Employment
The potential for conflicts of interest is lessened when employees regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the human resources director. Any City employee accepting employment in an outside position that is determined by the human resources director to be in conflict with the employee's city job will be required to resign from the outside employment or may be subject to discipline.

For the purpose of this policy, outside employment refers to any non-city employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with city employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use city equipment, resources or staff in the course of the outside employment.
- The employee must not violate any city personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the City. Work performed for others while on approved PTO or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for his/her own business, while using paid medical leave from the City for those same hours.
- Departments may establish more specific policies as appropriate, subject to the approval of the city administrator.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the City.

Clothing Allowances
Public Works and Development Services field personnel will have an annual clothing allowance accounted for in each Department's annual budget. Full-time permanent Public Works employees shall have a maximum of six hundred and fifty ($650.00) dollar annual allowance for winter shirts, summer shirts, jackets, and hooded sweatshirts bearing the City of Grimes logo, and jeans/trousers, shorts, jackets, coveralls, and boots/shoes. Employees shall follow all Department requirements for Class III or high visibility markings on shirts and ANSI safety toe requirements for boots or shoes. Regular employees will be furnished with all safety equipment required for the job by IOSHA or

OSHA. Seasonal and part-time employees will be provided safety equipment as necessary and required for the job assignment. Other departments may budget for and provide City logo clothing to employees as the Department Director sees appropriate. Under no circumstances shall the City reimburse or pay for state sales tax.

City Driving Policy
This policy applies to all employees who drive a vehicle on city business at least once per month, whether driving a city-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The City expects all employees who are required to drive as part of their job to drive safely and legally while on city business and to maintain a good driving record.

The City will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The City will determine appropriate action on a case-by-case basis.

Cell Phone Reimbursement
With limited exceptions adopted only on consent of the human resources director or finance director and department head, the City of Grimes does not purchase or issue city-owned phones. The City will pay a cell phone reimbursement in the amount of fifty dollars ($50.00) per month to employees whose essential duties in their job description require a cell phone. Generally, cell phone reimbursement will be offered when the essential functions in an employee's job description require that either: (a) the employee be available by telephone outside of normal work hours or (b) the employee be available by telephone regularly throughout the workday while regularly scheduled duties require the employee to travel to many different work sites.

Grievance Procedure
Any dispute between an employee and the City relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

Step 1: The employee must present the grievance in writing to the appropriate supervisor, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the handbook allegedly violated and the remedy requested, within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.
Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the handbook allegedly violated, and the remedy requested, by the employee to the city administrator within seven (7) days after the supervisor's response is due. The city administrator or his/her designee will respond to the employee in writing within seven (7) calendar days. The decision of the city administrator is final for all disputes.

Waiver
If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed

extension thereof, it will be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal within the specified time limits, the grievance shall be treated as denied. The time limit in each step may be extended by mutual agreement of the City and the employee without prejudice to either party.

The following actions are not grievable:

- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not;
- Pay increases or lack thereof; and
- Any discipline other than demotion or dismissal.

The above list is not meant to be all inclusive or exhaustive.

XV. ELECTRONIC COMMUNICATION AND INTERNET USE

The following guidelines have been established for using the City's network, or any city-provided equipment and e-mail in an appropriate, ethical and professional manner:

(1) The City's network, any city-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.

(2) The following actions are forbidden on the City's network and/or equipment: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the City or be contrary to its best interests; and engaging in any illegal activities, including piracy, hacking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and city-provided equipment such as cell phones and laptops.

(3) Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.

(4) Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.

(5) Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the City.

Right to Monitor

All city-supplied technology and city-related work records belong to the City and not to the employee. The City of Grimes may monitor and restrict or limit the use of city-supplied technology. At any time and without prior notice, the City reserves the right to examine e-mail, voice mail, personal file directories, and other information stored on or transmitted through City computers or other technology. An employee's use of the City's computer systems or electronic technology constitutes consent to such examination. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

During the employee's working hours, the use of employee-owned computers and electronic devices, whether accessed via the city's system or otherwise, is subject to the City's Electronic Communication and Internet Use Policy. This includes, but is not limited to, access to the Internet, communication on personal webpages, transmission or receipt of e-mail messages, blogging, instant messaging, use of regular and cellular phones, voicemail, and/or text messaging.

Violations
The use of the City's e-mail and network is a privilege afforded to authorized users. This privilege may be revoked at any time for violations of this policy. The city administrator or a designee will evaluate violations of this policy on a case by case basis. Employees found to have violated this policy, or to have engaged in illegal or unethical practices, will be subject to disciplinary action, which could include termination of employment and criminal prosecution.

Social Media Policy
Online social media platforms such as Facebook, LinkedIn, Instagram, Snapchat, and Twitter are an evolving gathering place for hundreds of millions of people, encompassing a broad sweep of online activity, including social networks (Facebook, Yelp, Instagram, Snapchat, and Twitter) and professional networks (LinkedIn, blogs and webinars). Because such media is a far-reaching means of communication, every employee engaged in social media is expected to use it responsibly.

In establishing this policy, the City hopes to provide employees with a clear, straight-forward set of standards to guide personal and professional social media behavior. As social media use and tools evolve, so will this policy. It will be evaluated and amended as needed.

Social Media Guidelines
The city does not place restrictions on which social media sites its employees can join during their personal time. The City hires talented people, and, therefore, trusts each employee to conduct themselves in a professional manner. If an employee is clearly identified as an employee of the City, the employee has a responsibility to act in a manner that maintains the City's business reputation, whether using social media for personal or professional reasons. Additionally, employees shall not set up additional social media groups on behalf of the City, such as LinkedIn groups, Facebook pages or Twitter accounts. The use of the City's logo or brand is prohibited. Any communications concerning City employees that are posted using social media sites must not violate any guidelines or policies set forth in this employee handbook, especially as it relates to discrimination, unlawful harassment or safety issues.

Professional Social Networks and Business-Related Blogs
In general, employees are free to participate in professional networking and business websites (e.g., LinkedIn, regional or national blogs), and may identify themselves as employees of the City when doing so. Because the employee's professional online identity reflects directly on the City, all such communications must meet the standards of professionalism expected of city employees.

Employees should be cautious of posting anything that might constitute a violation of personal privacy laws (HIPAA, etc.), which exposes the City to liability. If an employee is commenting on a professional site, a disclaimer should be issued clearly stating that the opinion is solely of the employee, and not representative whatsoever of the City. Employees also shall not disclose any non-public information concerning the City or its various stakeholders. The City reserves the

right to remove potentially sensitive material from any of its own social networking pages (i.e. specific information on a stakeholder, something that is inappropriate or offensive, SPAM, etc.).

Nothing contained in this policy is intended to, nor shall be interpreted as, limiting an employee's right to free speech or an employee's right to engage in concerted activity aimed at affecting a change in the workplace, as protected by labor laws.

Policy Enforcement

Any known or suspected violations of this policy will be investigated and may result in disciplinary action.

City of Grimes Employee Handbook Acknowledgment

This employee handbook is intended as a general guide to the rules, policies, and procedures of the City of Grimes. Please read the handbook, as well as the policies, as they will acquaint you with the City of Grimes and answer many of your questions.

This handbook does not contain all the information you will need as an employee. We will provide any additional information orally and/or in writing. We reserve the right to make changes to the employee handbook without prior notice.

This handbook is not a contract of employment. Unless you have a written employment contract with the City of Grimes signed by an authorized City official that states otherwise, your employment is at will and may be terminated by either you or the City of Grimes at any time, with or without cause or advance notice.

EMPLOYEE STATEMENT

I acknowledge receipt of the City of Grimes' Employee Handbook. I understand that it is up to me to read the handbook and to familiarize myself with its contents. I have read and understood all of the above information, and I acknowledge my at-will employment status.

_____	_____	_____
Print Name	Signature	Date

TABLE OF AMENDMENTS

Resolution #	Date Approved by Council	Change	Page #	Handbook Updates Released	Description/Notes
12-0519	12/6/19	Rewritten	All		
06-1520	6/15/20	Sections added	9		Conflict of Interest/Related Party Transactions
06-1520	6/15/20	Sections added	10		Confidentiality Agreement, Personal Use
08-1120	6/15/20	Sections added	9		Access to and use of City property and equipment - loss or damage

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of 5/24/2022

AGENDA HEADING: On-Call Electrical Services Contract Extension

SYNOPSIS: The City of Grimes entered into a per hour contract with Kline Electric for on-call electrical services at current contract rates with the exception of increased mileage costs. In the past year, the Kline Electric has completed approximately $105,000 in infrastructure repairs and city-owned facility repairs and improvements. The contract has been beneficial in streamlining street light repair of city-owned street lights that are installed in the Heritage at Grimes area and along 1st St.; remodel projects when they arise; electrical repairs on city facilities; special event electrical needs; and numerous other issues where a licensed electrician is required.

Per the signed contract with Kline Electric, the Public Works Department respectfully requests the contract be extended for an additional one (1) year and then re-evaluated after this time period.

FISCAL IMPACT:

Rates

Regular Hourly Rate; Mon.-Fri. (8am-5pm) ..... $100 per hour
After Hours Rate; Mon.-Fri..... $200 per hour
Weekend Rate..... $200 per hour
Holiday Rate..... $200 per hour
Markup of materials above vendor cost 20%

Other fees or charges

Fleet Mileage..... $0.70 per mile

On-Call Response Time

Regular hours; Mon.-Fri..... 3 hours
Weekend.....3 hours
Holiday.....4 hours
Urgent..... 3 hours

PREVIOUS COUNCIL ACTION(S): Approved On-Call Electrical Services contract with Kline Electric at January 12, 2021 City Council Meeting

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends extending the On-Call Electrical Services contract with Kline Electric for an additional one (1) year at the current per hour rates.

RESOLUTION TO EXTEND THE CONTRACT FOR ON-CALL ELECTRICAL SERVICES

Grimes Resolution No. 05-4422

WHEREAS, the City of Grimes has a current per hour contract with Kline Electric for On-Call Electrical Services approved through Resolution 01-0321 on January 12, 2021;

WHEREAS, the City of Grimes still has a need for on-call electrical services and Kline Electric wishes to continue the contract with the City of Grimes; and,

WHEREAS, the current contract with Kline Electrical allows for the extension of the contract for a period of one (1) year; and;

WHEREAS, Kline Electric has completed work for the City of Grimes in the amount of approximately $105,000 over the past fiscal year to maintain city-owned infrastructure and facilities; and,

THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to extend the contract with Kline Electric for an additional one (1) year.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ the 24th day of May, 2022, and approved this 24th day of May, 2022.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

CITY OF
GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING: Resolution Authorizing Installation of a Stop Sign on Westbound NE 27th St. at James St.

SYNOPSIS: Grimes continues to grow and traffic patterns will need to be adjusted as traffic increases in certain areas of the City. City Staff is panning for growth and increased traffic volumes. As part of this panning, staff initiated a traffic study of the James street corridor with Foth Engineering in 2021.

Many recommendations are presented in the study that will be considered for implementation. One recommendation of the study provided a solution for the unique situation at the NE 27th St. and James St. intersection. This intersection requires two of the three legs (east bound and north bound) of the intersection to stop while the westbound NE 27th St. leg has free movement. As traffic increases in this area due to new developments, the North Sports Complex and the Elementary School traffic patterns will provide for heavy volumes eastbound on NE 27th St. The study provided a recommendation of adding a stop sign at this intersection on the westbound leg of NE 27th and James St. to provide for better traffic flow and a safer intersection for Grimes residents. All changes will be consistent with the Manual for Uniform Traffic Control Devices (MUTCD)

FISCAL IMPACT:
Approximately $500.00 of budgeted funds

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 05-4522

RESOLUTION AUTHORIZING THE PLACEMENT OF A STOP SIGN ON WESTBOUND NE 27TH ST. AT JAMES ST.

WHEREAS, the City of Grimes (Grimes) has completed a traffic study of the James Street Corridor, and

WHEREAS, the traffic study recommended an all way stop at the NE 27th St. and N James St intersection; and

WHEREAS, the addition of a west bound stop sign will provide for a safer intersection for the traveling public.;

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

1. That the City Council of Grimes approves the placement of a stop sign on the west bound lane of NE 27th St. and,

2. That the Public Works Department is authorized to place the stop sign to provide for a safer intersection.

PASSED AND APPROVED this 24th day of May, 2022.

Mayor Scott Mikkelsen

By: _____

Attest: City Clerk Rochelle Williams

By:_____

611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library
Project # X237400
Date: 5/5/2022

Pay Application #1 – Graphite Construction Group: $55,408.86

GRAPHITE
CONSTRUCTION GROUP

1955 NE 58th Ave. Des Moines, IA 50313 | Suite 100 | PHONE: 515-278-9446 | info@graphitegrp.com

April 29, 2022

Weitz
Attn: Stephanie Morrison
611 5th Avenue, Suite 300
Des Moines, Iowa 50309

Dear Stephanie,

Enclosed is our first application for payment for work performed through April 30, 2022 at the Grimes Public Library Project.

Laney Vanscoy
Graphite Construction Group, Inc.

GRAPHITE
CONSTRUCTION GROUP
1955 NE 58th Ave Des Moines, IA 50313 | Suite 100 | PHONE: 515-278-9446 | info@graphitegrp.com

WAIVER OF CONSTRUCTION LIEN, PAYMENT BOND AND LIEN FUNDS

April 29, 2022

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by *City Of Grimes* (owner), is located in *Dallas County, Iowa* is described as *Grimes Public Library Project* and this waiver pertains to a portion of the work to be performed by *Graphite Construction Group* (prime contractor).

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract for *Grimes Public Library Project* through the date of this waiver in the amount of Fifty Five Thousand Four Hundred Eight Dollars and Eighty Six Cents ($55,408.86)

This lien waiver is not valid until the amount listed above has been received.

Company Name *Graphite Construction Group, Inc.*

By Laney Vanscoy
Laney Vanscoy
Accounting

Contractor Waiver Form

AIA Type Document
Application and Certification for Payment

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 1
PERIOD TO: 4/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT): Invision Architecture, LTD
501 Sycamore St, #101
Waterloo, IA 50701

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	2,665,000.00
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	2,665,000.00
4. TOTAL COMPLETED AND STORED TO DATE	$	58,325.12
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	2,916.26
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	2,916.26
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	55,408.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8. CURRENT PAYMENT DUE	$	55,408.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	2,609,591.14

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

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

CONTRACTOR: Graphite Construction Group
1955 NE 58th Ave, Ste 100 Des Moines, IA 50313

By: [signature] Date: 4/28/22

LANEY VANSCOY
Commission Number 816717
My Commission Expires
April 30, 2022

State of: IA
County of: Pok
Subscribed and Sworn to before me this 28 Day of APRIL 20 22
Notary Public: Laney Vanscoy
My Commission Expires: 4/30/23

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $

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

ARCHITECT:
By: _____ Date: _____

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

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 1
PERIOD TO: 4/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT): Invision Architecture, LTD
501 Sycamore St, #101
Waterloo, IA 50701

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	178,363.00	0.00	5,000.00	0.00	5,000.00	2.80	173,363.00	250.00
2	Surveying	10,500.00	0.00	0.00	0.00	0.00	0.00	10,500.00	0.00
3	Bond	20,525.12	0.00	20,525.12	0.00	20,525.12	100.00	0.00	1,026.26
4	Overhead and Fee	85,000.00	0.00	2,300.00	0.00	2,300.00	2.71	82,700.00	115.00
5	Project Preconstruction	40,000.00	0.00	10,000.00	0.00	10,000.00	25.00	30,000.00	500.00
6	Mobilization	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	0.00
7	Temp Labor	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00	0.00
8	Temp Material	12,150.00	0.00	0.00	0.00	0.00	0.00	12,150.00	0.00
9	Post Construction Cleaning	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	General Conditions Total	435,538.12	0.00	37,825.12	0.00	37,825.12	8.68	397,713.00	1,891.26
Concrete									
033000.1	Mobilization	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00
033000.2	M-Foundations	118,198.50	0.00	0.00	0.00	0.00	0.00	118,198.50	0.00
033000.3	L-Foundations	197,301.50	0.00	0.00	0.00	0.00	0.00	197,301.50	0.00
033000.4	M-SOG	36,810.77	0.00	0.00	0.00	0.00	0.00	36,810.77	0.00
033000.5	L-SOG	60,453.05	0.00	0.00	0.00	0.00	0.00	60,453.05	0.00
033000.6	M-SOD	11,935.22	0.00	0.00	0.00	0.00	0.00	11,935.22	0.00
033000.7	L-SOD	36,060.96	0.00	0.00	0.00	0.00	0.00	36,060.96	0.00
033000.8	L-Backfill Footings and Foundations	13,250.00	0.00	0.00	0.00	0.00	0.00	13,250.00	0.00
033000.9	M/L-Concrete Sealer	466.50	0.00	0.00	0.00	0.00	0.00	466.50	0.00

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 1
PERIOD TO: 4/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT): Invision Architecture, LTD
501 Sycamore St, #101
Waterloo, IA 50701

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
	Concrete Total	509,476.50	0.00	0.00	0.00	0.00	0.00	509,476.50	0.00
Structural Steel									
055000.1	L-Mobilization	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
051223.1	L-Freight-Steel Supplier	7,250.00	0.00	0.00	0.00	0.00	0.00	7,250.00	0.00
051223.2	L-Draft-Steel Supplier	25,925.00	0.00	20,500.00	0.00	20,500.00	79.07	5,425.00	1,025.00
051223.3	M-Structural Steel	403,660.00	0.00	0.00	0.00	0.00	0.00	403,660.00	0.00
052100.1	M-Steel Joists/Deck	347,000.00	0.00	0.00	0.00	0.00	0.00	347,000.00	0.00
055000.2	M-Metal Fabrications	148,950.00	0.00	0.00	0.00	0.00	0.00	148,950.00	0.00
055000.3	L-Steel Erection	279,124.00	0.00	0.00	0.00	0.00	0.00	279,124.00	0.00
055000.4	M/L-Grout Columns	1,400.00	0.00	0.00	0.00	0.00	0.00	1,400.00	0.00
	Structural Steel Total	1,215,809.00	0.00	20,500.00	0.00	20,500.00	1.69	1,195,309.00	1,025.00
Wood and Plastics									
061000.1	M-Rough Carpentry	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00	0.00
061000.2	L-Rough Carpentry	16,166.00	0.00	0.00	0.00	0.00	0.00	16,166.00	0.00
064100.1	M-Architectural Wood Casework	54,988.78	0.00	0.00	0.00	0.00	0.00	54,988.78	0.00
064100.2	L-Mobilization Carpentry Sub	6,480.00	0.00	0.00	0.00	0.00	0.00	6,480.00	0.00
064100.3	L-Finish Carpentry	37,600.00	0.00	0.00	0.00	0.00	0.00	37,600.00	0.00
	Wood and Plastics Total	124,234.78	0.00	0.00	0.00	0.00	0.00	124,234.78	0.00
Thermal and Moisture									
071400.1	M/L-Fluid Applied Waterproofing @ Elevator Pit	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
078400.1	M/L-Firestopping	680.00	0.00	0.00	0.00	0.00	0.00	680.00	0.00

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 1
PERIOD TO: 4/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT): Invision Architecture, LTD
501 Sycamore St, #101
Waterloo, IA 50701

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
079200.1	M-Joint Sealants	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
079200.2	L-Joint Sealants	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00
	Thermal and Moisture Total	7,180.00	0.00	0.00	0.00	0.00	0.00	7,180.00	0.00
Openings									
081113.1	M-Hollow Metal Doors and Frames	24,420.00	0.00	0.00	0.00	0.00	0.00	24,420.00	0.00
081416.1	M-Flush Wood Doors	16,402.00	0.00	0.00	0.00	0.00	0.00	16,402.00	0.00
083300.1	M-Side Coiling Security Grilles	35,500.00	0.00	0.00	0.00	0.00	0.00	35,500.00	0.00
083300.2	L-Side Coiling Security Grilles	84,200.00	0.00	0.00	0.00	0.00	0.00	84,200.00	0.00
087100.1	M-Door Hardware	40,205.00	0.00	0.00	0.00	0.00	0.00	40,205.00	0.00
087100.2	M-Knox Box	675.00	0.00	0.00	0.00	0.00	0.00	675.00	0.00
087100.3	M/L-Book Drop	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
	Openings Total	202,902.00	0.00	0.00	0.00	0.00	0.00	202,902.00	0.00
Specialties									
101100.1	M-Visual Display Specialties	1,316.00	0.00	0.00	0.00	0.00	0.00	1,316.00	0.00
101400.1	M-Signage	9,670.00	0.00	0.00	0.00	0.00	0.00	9,670.00	0.00
101400.2	L-Signage	3,650.00	0.00	0.00	0.00	0.00	0.00	3,650.00	0.00
102113.1	M-Plastic Toilet Compartments	2,872.00	0.00	0.00	0.00	0.00	0.00	2,872.00	0.00
102239.1	M-Folding Panel Partitions	47,900.00	0.00	0.00	0.00	0.00	0.00	47,900.00	0.00
102240.1	L-Folding Panel Partitions	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
102600.1	M-Wall & Door Protection	2,311.00	0.00	0.00	0.00	0.00	0.00	2,311.00	0.00
102800.1	M-Toilet, Bath & Laundry Accessories	19,103.00	0.00	0.00	0.00	0.00	0.00	19,103.00	0.00

AIA Type Document
Application and Certification for Payment

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 1
PERIOD TO: 4/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT): Invision Architecture, LTD
501 Sycamore St, #101
Waterloo, IA 50701

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
104400.1	M-Fire Protection Specialties	1,050.00	0.00	0.00	0.00	0.00	0.00	1,050.00	0.00
	Specialties Total	91,872.00	0.00	0.00	0.00	0.00	0.00	91,872.00	0.00
Equipment									
116813.1	M-Playground Equipment	2,785.00	0.00	0.00	0.00	0.00	0.00	2,785.00	0.00
116813.2	L-Playground Equipment Install	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
	Equipment Total	6,785.00	0.00	0.00	0.00	0.00	0.00	6,785.00	0.00
Furnishings									
122400.1	M-Window Shades	4,855.00	0.00	0.00	0.00	0.00	0.00	4,855.00	0.00
122400.2	L-Window Shades	1,533.00	0.00	0.00	0.00	0.00	0.00	1,533.00	0.00
123600.1	M/L-Stone Countertops	50,481.00	0.00	0.00	0.00	0.00	0.00	50,481.00	0.00
	Furnishings Total	56,869.00	0.00	0.00	0.00	0.00	0.00	56,869.00	0.00
Exterior Improvements									
321816.13	M-Playground Protection Surfacing Materials and Freight	6,356.00	0.00	0.00	0.00	0.00	0.00	6,356.00	0.00
321816.13.	L-Playground Protection Surfacing	7,977.60	0.00	0.00	0.00	0.00	0.00	7,977.60	0.00
	Exterior Improvements Total	14,333.60	0.00	0.00	0.00	0.00	0.00	14,333.60	0.00
	REPORT TOTALS	$2,665,000.00	$0.00	$58,325.12	$0.00	$58,325.12	2.19	$2,606,674.88	$2,916.26

611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library
Project # X237400
Date: 5/5/2022

Pay Application #2 – Ideal Floors: $11,946.25

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

TO: (Owner)	Weitz Company 5901 Thornton Des Moines IA 50321	PROJECT:	Grimes Public Library 101 NE Harvey St Grimes IA 50111	APPLICATION NO.:	2
				PERIOD TO:	4/30/2022
FROM: (Contractor)	*Ideal Floors, Inc.* *2216 George Flagg Parkway* *Des Moines, IA 50321*	VIA: *Contractor* ARCHITECT		PROJECT NO.:	

CONTRACT FOR: Flooring covering materials and installation

Contract Date: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM			$109,575.00
2. Net change by Change Orders			$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)			$109,575.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$15,223.97
5. RETAINAGE:			
a. __5__ % of Completed Work (Column D + E on G703)	$132.45		
b. __5__ % of Stored Material (Column F on G703)	$628.75		
Total Retainage (Line 5a + 5b or Total of Column I of G703)			$761.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$14,462.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$2,516.52
8. CURRENT PAYMENT DUE			$11,946.25
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$95,112.23

CHANGE ORDER SUMMARY			
Approved this Month			
Number	Date Approved		
1		$0.00	$0.00
2		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
TOTALS		$0.00	$0.00
Net change by Change Orders		$0.00	

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

CONTRACTOR:

By: _____ Date: 4-18-22

State Of Iowa
County Of Polk
Notary Public: _____
My Commission expires: 12-10-22

CHELSEA K TEUT
NOTARIAL SEAL - IOWA
Commission Number 781695
My Commission Expires _____

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED .....

CONSTRUCTION MANAGER
By: _____ Date: _____

ARCHITECT:
By: _____ Date: _____

CONTINUATION SHEET - *IDEAL FLOORS INC. 2216 GEORGE FLAGG PKWY DES MOINES IA 50321*

APPLICATION NUMBER: 2
APPLICATION DATE: 4/18/2022
PERIOD TO: 4/30/2022
PROJECT NO: Grimes Library

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Resilient Materials	$18,200.00			$9,294.00	$ 9,294.00	51%	$ 8,906.00	$ 464.70
2	Resilient Labor	$5,510.00				$ -	0%	$ 5,510.00	$ -
3	Carpet Materials	$75,116.03			$3,281.00	$ 3,281.00	4%	$ 71,835.03	$ 164.05
4	Carpet Labor	$8,100.00				$ -	0%	$ 8,100.00	$ -
5	Bond	$2,648.97	$2,648.97			$ 2,648.97	100%	$ -	$ 132.45
						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
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						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
						$ -	0%	$ -	$ -
		$109,575.00	$2,648.97	$0.00	$12,575.00	$ 15,223.97	14%	$94,351.03	$761.20

Client#: 767205 IDEALFLOOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2022

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

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

PRODUCER	CONTACT NAME: Susan E. Blatt, CISR	
INSPRO Marsh & McLennan Agency 2501 Westown Parkway, Suite 1104 West Des Moines, IA 50266 515 226-9565	PHONE (A/C, No, Ext): 515-226-9565	FAX (A/C, No):
	E-MAIL ADDRESS: sfetterman@insproins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance Companies	22543
INSURED Ideal Floors Inc 2216 George Flagg Pkwy Des Moines, IA 50321	INSURER B : Markel Insurance Company	38970
	INSURER C : Evolve Cyber Insurance Services, LLC	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	BP3193124	08/05/2021	08/05/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	A3193125	08/05/2021	08/05/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000	X	X	CU3193126	08/05/2021	08/05/2022	EACH OCCURRENCE AGGREGATE $	$9,000,000 $9,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MWC0133031	08/05/2021	08/05/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000
A	Install. Floater			BP3193124	08/05/2021	08/05/2022	300,000	
C	Cyber Liability			107124805	08/05/2021	08/05/2022	1,000,000	
A	Pollution			BP3193124	08/05/2021	08/05/2022	1,000,000	

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

Project: Grimes Public Library Grimes IA 50111
Owner: City of Grimes 101 NE Harvey St Grimes IA 50111
Architect: Invision Architecture LTD 501 Sycamore ST #101 Waterloo IA 50701
20 s/yds Shaw Broadloom Carpet; 2448 Interface LVT is stored and insured at Ideal Floors 2216 George Flagg Pkwy Des Moines IA 50321

CERTIFICATE HOLDER

The Weitz Company LLC
5901 Thornton Ave
Des Moines, IA 50321

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jon Meyers

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URDIE


S2266

Gerflor
GERPUR

611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library
Project # X237400
Date: 5/5/2022

Pay Application #2 – Van Maanen: $10,974.72

G702/ CMA APPLICATION AND CERTIFICATION For Payment

To: City of Grimes
101 NE Harvey Street
Grmes, IA 50111

PROJECT: Grimes Public Library
Complex Phase 2

From: Van Maanen Electric Inc
500 Iowa Speedway Drive
Newton, IA 50208

VIA Achitect: Invision

Application No: 2
Application Date:
Period From: 4/1/2022
Period To: 4/30/2022
Contract Date:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MGR
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

2075

APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM		$ 977,086.00
2 Net Change by Change Orders		$ -
3 CONTRACT SUM TO DATE		$ 977,086.00
4 TOTAL COMPLETED AND STORED TO DATE		$ 110,954.70
5 RETAINAGE:		
a. 5% of Completed work	$ 4,970.12	
b. 5% of Stored Material	$ 577.62	
TOTAL RETAINAGE		$ 5,547.74
6 TOTAL EARNED LESS RETAINAGE		$ 105,406.97
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 94,432.25
8 CURRENT PAYMENT DUE		$ 10,974.72
9 BALANCE TO FINISH, INCLUDING RETAINAGE		$ 866,131.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	$ -	$ -
Total approval this Month	$ -	$ -
TOTALS	$ -	$ -
NET CHANGES by Change Order	$	-

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 Doctuments, that all amounts have been paid by the Contrractor for work for whcih previous Cerificates for Payment were issued and paiments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: Van Maanen Electric, Inc
By: _____ Date: 4/25/22
Nathan Van Maanen, President
State of: Iowa County of: Jasper
Subscribed and sworn before me this 25th day of March, 2022

Nathan Van Maanen President personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her Knowledge and belief.

Notary Public: _____ My Commision expires: 10/30/2024

CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT:
By: _____ Date: _____

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

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when docments are reproduced

NOTARIAL SEAL IOWA
TRACY EVANS
Commission Number 760650
My Commission Expires
_____

CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 25-Apr-22
PERIOD FROM: 1-Apr-22
TO: 30-Apr-22
ARCHITECT'S PROJECT NO:

A	B		C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	BALANCE TO FINISH C - G	RETAINAGE
				Previous Applications	This Application: Work in Place	This Application: Stored Materials (not in D or E)				
	Bond		9,770.00	9,770.00			9,770.00	100%	-	488.50
	Basic Electrical Requirements	M	11,976.86	-			-	0%	11,976.86	-
	Basic Electrical Requirements	L	11,412.00	-			-	0%	11,412.00	-
	Through Penetration Firestopping	M	852.00	-			-	0%	852.00	-
	Through Penetration Firestopping	L	2,165.00	-			-	0%	2,165.00	-
	Wire and Cable	M	59,358.60	53,720.29			53,720.29	91%	5,638.31	2,686.01
	Wire and Cable	L	31,200.00	-			-	0%	31,200.00	-
	Grounding and Bonding	M	1,351.00	-			-	0%	1,351.00	-
	Grounding and Bonding	L	2,410.00	-			-	0%	2,410.00	-
	Conduit and Boxes	M	56,112.54	35,912.08		11,552.33	47,464.41	85%	8,648.13	2,373.22
	Conduit and Boxes	L	91,400.00				-	0%	91,400.00	-
	Electrical Identifiction	M	560.00				-	0%	560.00	-
	Electrical Identifiction	L	1,250.00				-	0%	1,250.00	-
	Power Systems Study	M	2,140.00				-	0%	2,140.00	-
	Power Systems Study	L	1,360.00				-	0%	1,360.00	-
	Power Monitoring and Control Systems	M	3,140.00				-	0%	3,140.00	-
	Power Monitoring and Control Systems	L	3,150.00				-	0%	3,150.00	-
	Lighting Control Systems	M	21,400.00				-	0%	21,400.00	-
	Lighting Control Systems	L	12,540.00				-	0%	12,540.00	-
	Service Entrance	M	18,741.00				-	0%	18,741.00	-
	Service Entrance	L	12,540.00				-	0%	12,540.00	-
	Dry Type Transformers	M	9,140.00				-	0%	9,140.00	-
	Dry Type Transformers	L	9,452.00				-	0%	9,452.00	-
	Panelboards	M	21,540.00				-	0%	21,540.00	-
	Panelboards	L	14,652.00				-	0%	14,652.00	-
	Wiring Devices	M	16,851.00				-	0%	16,851.00	-
	Wiring Devices	L	9,140.00				-	0%	9,140.00	-
	Fuses	M	1,250.00				-	0%	1,250.00	-
	Fuses	L	2,150.00				-	0%	2,150.00	-
	Disconnect Switches	M	5,140.00				-	0%	5,140.00	-
	Disconnect Switches	L	3,150.00				-	0%	3,150.00	-
	Contractors	M	3,120.00				-	0%	3,120.00	-
	Contactors	L	2,890.00				-	0%	2,890.00	-
	Surge Protection Sevices	M	3,412.00				-	0%	3,412.00	-
	Surge Protection Sevices	L	950.00				-	0%	950.00	-
	LED Lighting	M	137,400.00				-	0%	137,400.00	-
	LED Lighting	L	42,100.00				-	0%	42,100.00	-
	Basic Communications Systems Requirements	M	3,140.00				-	0%	3,140.00	-
	Basic Communications Systems Requirements	L	2,140.00				-	0%	2,140.00	-
	Communications Bonding	M	850.00				-	0%	850.00	-
	Communications Bonding	L	780.00				-	0%	780.00	-
	Interior Communications pathways	M	8,410.00				-	0%	8,410.00	-
	Interior Communications pathways	L	12,140.00				-	0%	12,140.00	-
	Exterior Communications pathways	M	6,140.00				-	0%	6,140.00	-
	Exterior Communications pathways	L	8,140.00				-	0%	8,140.00	-

	Identification and Administration	M	850.00				-	0%	850.00	-
	Identification and Administration	L	950.00				-	0%	950.00	-
	Communication Equipment Rooms	M	4,510.00				-	0%	4,510.00	-
	Communication Equipment Rooms	L	8,140.00				-	0%	8,140.00	-
	Horizontal Cabling Requirements	M	21,400.00				-	0%	21,400.00	-
	Horizontal Cabling Requirements	L	12,410.00				-	0%	12,410.00	-
	Testing	M	570.00				-	0%	570.00	-
	Testing	L	840.00				-	0%	840.00	-
	Structured Cabling Systems Warranty	M	650.00				-	0%	650.00	-
	Structured Cabling Systems Warranty	L	814.00				-	0%	814.00	-
	Professional Audio/Video System	M	81,400.00				-	0%	81,400.00	-
	Professional Audio/Video System	L	21,600.00				-	0%	21,600.00	-
	Paging Systems	M	9,841.00				-	0%	9,841.00	-
	Paging Systems	L	7,412.00				-	0%	7,412.00	-
	Basic Electronic Safety and Security Systems Requirements	M	3,140.00				-	0%	3,140.00	-
	Basic Electronic Safety and Security Systems Requirements	L	4,165.00				-	0%	4,165.00	-
	Electronic Access Control	M	28,951.00				-	0%	28,951.00	-
	Electronic Access Control	L	16,851.00				-	0%	16,851.00	-
	Video Surveillance	M	10,848.00				-	0%	10,848.00	-
	Video Surveillance	L	3,154.00				-	0%	3,154.00	-
	Rescue Assistance Communication	M	7,331.00				-	0%	7,331.00	-
	Rescue Assistance Communication	L	4,120.00				-	0%	4,120.00	-
	Fire Alarm and Detection Systems	M	18,383.00				-	0%	18,383.00	-
	Fire Alarm and Detection Systems	L	29,850.00				-	0%	29,850.00	-
							-	0%	-	-
							-	0%	-	-
			977,086.00	$99,402.37	$0.00	$11,552.33	$110,954.70	11.36%	$866,131.30	$5,547.74

ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 4/25/2022

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

AGENCY	PHONE (A/C, No, Ext): 515-244-0150
LMC Insurance & Risk Management 4200 University Ave., Suite 200 West Des Moines, IA 50266-5945 License#: 1001000272	
FAX (A/C, No): 515-244-9535	E-MAIL ADDRESS: lindsay.gentry@lmcins.com
CODE:	SUB CODE:
AGENCY CUSTOMER ID #:	

COMPANY
Continental Insurance Company 333 South Wabash Chicago, IL 60604

INSURED
Van Maanen Electric, Inc. 500 Iowa Speedway Dr. Newton, IA 50208

LOAN NUMBER	POLICY NUMBER
	6081088006

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
08/01/2021	08/01/2022	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Scheduled Equipment - Special Cause of Loss	See Remarks	5,000

REMARKS (Including Special Conditions)

RE: Stored Materials for the Grimes Public Library Complex Phase 2 stored at Van Maanen Warehouse Materials being stored valued at $11,552.33.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS	☐ ADDITIONAL INSURED ☐ MORTGAGEE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
City of Grimes 101 NE Harvey Street Grimes, IA 50111	LOAN # AUTHORIZED REPRESENTATIVE

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Grimes
Library
TOPAZ
TOPAZ
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GRIMES
LIBRARY
SH

Material Transfer Form

Material Transfered By:	Date of Transfer:	
Ben Nelson	4/6/2022	
Job Name & Location:	Outgoing Material	Returned to Stock
2075 -Grimes Public Library	X	

	Material	Unit Price	Total Price
1,179	Caddy 812M24 1/2 or 3/4 Snap Close		
91	Caddy 16M24 1" Snap Close Clip		
776	Caddy CS812		
16	Caddy CS112D		
96	Caddy CS16		
25	Caddy 512 -24		
29	Caddy 512HD		
59	Caddy 512HDXT		
13	4X1 1/2" Oct Box Comb KO		
34	4X2 1/8" Oct Box Comb KO		
201	4X1 1/2" Oct Box Comb 3/4 KO		
648	4X2 1/2" SQ Box Comb KO		
67	4X2 1/8" SQ Box Comb KO		
217	4X1 1/2" SQ Box Comb 3/4 KO		
68	4X2 1/8" SQ Box Comb 1 KO		
61	4 SQ Box Ext RingComb KO		
370	4 SQ 1G PLSTR Ring 5/8 Rise		
20	4 SQ 1G Mud Ring 2 Rise		
		$11,552.33	

611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library
Project # X237400
Date: 5/5/2022

Pay Application #2 – AMC Mechanical: $60,667.95

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of Grimes 101 NE Harvey Street Grimes, IA 50111	**PROJECT:**	City of Grimes Library 200 NE BeaverBrooke BLVD Grimes, IA 50111	**APPLICATION NO:** **PERIOD TO:** **CONTRACT DATE:** **PROJECT NOS:**	2 4/30/2022	**DISTRIBUTION TO:** OWNER ☐ CONST. MANAGER ☐ ARCHITECT ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	AMC Mechanical Inc. 107 Vermeer Road Pella, IA 50219	**VIA CONSTRUCTION MANAGER:** **VIA ARCHITECT:**				

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	**ORIGINAL CONTRACT SUM**		$ 1,021,680.00
2.	**NET CHANGES IN THE WORK**		$ 0.00
3.	**CONTRACT SUM TO DATE** (LINE 1+/-2)		$ 1,021,680.00
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on Continuation Sheet)		$ 76,561.00
5.	**RETAINAGE**		
	a. 5 % of Completed Work	$ 3,828.05	
	b. _____ % of Stored Material	$ 0.00	
	Total Retainage		$ 3,828.05
6.	**TOTAL EARNED LESS RETAINAGE**		$ 72,732.95
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT**		12,065.00
8.	**CURRENT PAYMENT DUE**		$ 60,667.95
9.	**BALANCE TO FINISH, PLUS RETAINAGE**	$ 948,947.05	

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month, including Construction Change Directives	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES IN THE WORK	$	0.00

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

CONTRACTOR:
By: _____ Date: 4/25/22
State of:
County of:
Subscribed and sworn to before me this day of

NOTARIAL SEAL IOWA
MICHELLE L WATSON
Commission Number 819678
My Commission Expires
August 21, 2022

Notary Public: Michelle L Watson
My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $60,667.95
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT: (*NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.*)
By: _____ Date: _____

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

CONTINUATION SHEET

Application Number: 2
Application Date: 4/25/2022
Period To: 4/30/2022
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
Project Items									
01	Bond	12,700.00	12,700.00	0.00	0.00	12,700.00	100	0.00	635.00
02	Mobilization/Supervision/Management	76,100.00	0.00	2,283.00	0.00	2,283.00	3	73,817.00	114.15
03	HVAC Shop Drawings	10,250.00	0.00	0.00	0.00	0.00	0	10,250.00	0.00
		99,050.00	**12,700.00**	**2,283.00**	**0.00**	**14,983.00**	**15**	**84,067.00**	**749.15**
Plumbing & Piping Labor									
04	Underground Plumbing Labor	34,200.00	0.00	0.00	0.00	0.00	0	34,200.00	0.00
05	Above Ground Plumbing Labor	103,380.00	0.00	0.00	0.00	0.00	0	103,380.00	0.00
06	VRV Piping Labor	53,373.00	0.00	0.00	0.00	0.00	0	53,373.00	0.00
07	AG Condensate Labor	12,120.00	0.00	0.00	0.00	0.00	0	12,120.00	0.00
08	Plumbing Fixtures Labor	5,545.00	0.00	0.00	0.00	0.00	0	5,545.00	0.00
		208,618.00	**0.00**	**0.00**	**0.00**	**0.00**	**0**	**208,618.00**	**0.00**
Plumbing Materials & Equipment									
09	Underground Plumbing Materials/EquipRental	33,273.00	0.00	0.00	0.00	0.00	0	33,273.00	0.00
10	Abouve Ground Plumbing Materials	79,867.00	0.00	0.00	0.00	0.00	0	79,867.00	0.00
11	VRV Piping Materials	21,890.00	0.00	0.00	0.00	0.00	0	21,890.00	0.00
12	Plumbing Fixture and Equipment	39,763.00	0.00	0.00	0.00	0.00	0	39,763.00	0.00
		174,793.00	**0.00**	**0.00**	**0.00**	**0.00**	**0**	**174,793.00**	**0.00**

CONTINUATION SHEET

Application Number: 2
Application Date: 4/25/2022
Period To: 4/30/2022
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
HVAC Labor									
13	HVAC Shop Fabrication Labor	31,900.00	0.00	0.00	0.00	0.00	0	31,900.00	0.00
14	HVAC Equipment Install Labor	16,764.00	0.00	0.00	0.00	0.00	0	16,764.00	0.00
15	HVAC Duct Install	88,250.00	0.00	0.00	0.00	0.00	0	88,250.00	0.00
16	HVAC GRD Trim Labor	6,050.00	0.00	0.00	0.00	0.00	0	6,050.00	0.00
		142,964.00	**0.00**	**0.00**	**0.00**	**0.00**	**0**	**142,964.00**	**0.00**
HVAC Materials & Equipment									
17	HVAC Equipment	246,635.00	0.00	56,678.00	0.00	56,678.00	23	189,957.00	2,833.90
18	HVAC Duct Accessories	10,730.00	0.00	0.00	0.00	0.00	0	10,730.00	0.00
19	HVAC GRD Trim Equipment	10,180.00	0.00	0.00	0.00	0.00	0	10,180.00	0.00
20	HVAC Shop Fabrication Materials	44,770.00	0.00	0.00	0.00	0.00	0	44,770.00	0.00
		312,315.00	**0.00**	**56,678.00**	**0.00**	**56,678.00**	**18**	**255,637.00**	**2,833.90**
Subcontractors									
21	Controls Sub Contractor	27,950.00	0.00	4,900.00	0.00	4,900.00	18	23,050.00	245.00
22	Insulation Sub Contractor	48,400.00	0.00	0.00	0.00	0.00	0	48,400.00	0.00
23	Test and Balance Subcontractor	7,590.00	0.00	0.00	0.00	0.00	0	7,590.00	0.00
		83,940.00	**0.00**	**4,900.00**	**0.00**	**4,900.00**	**6**	**79,040.00**	**245.00**
		1,021,680.00	**12,700.00**	**63,861.00**	**0.00**	**76,561.00**	**7**	**945,119.00**	**3,828.05**

Client#: 770607 AMCMECHA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/05/2022

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

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

PRODUCER	CONTACT NAME: Amy L Hunerdosse, PFMM	
INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506	PHONE (A/C, No, Ext): 515-706-6863	FAX (A/C, No):
	E-MAIL ADDRESS: Amy.Hunerdosse@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EMCASCO Insurance Company	21407
INSURED AMC Mechanical Inc 107 Vermeer Road Pella, IA 50219	INSURER B : Employers Mutual Casualty Company	21415
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6D32282	04/09/2022	04/09/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:250						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	6E32282	04/09/2022	04/09/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	6J32282	04/09/2022	04/09/2023	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	6H32282	04/09/2022	04/09/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000
A	Contractors E&O			6D32282	04/09/2022	04/09/2023	1,000,000	
B	Leased or Rented Equipment			6C32282	04/09/2022	04/09/2023	100,000/1000 deductible	

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

Re: Grimes Public Library Project; Grimes, IA 50111 $56,678 for stored the material at the shop.

CERTIFICATE HOLDER

City of Grimes
101 NE Harvey
Grimes, IA 50111

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jon Meyers

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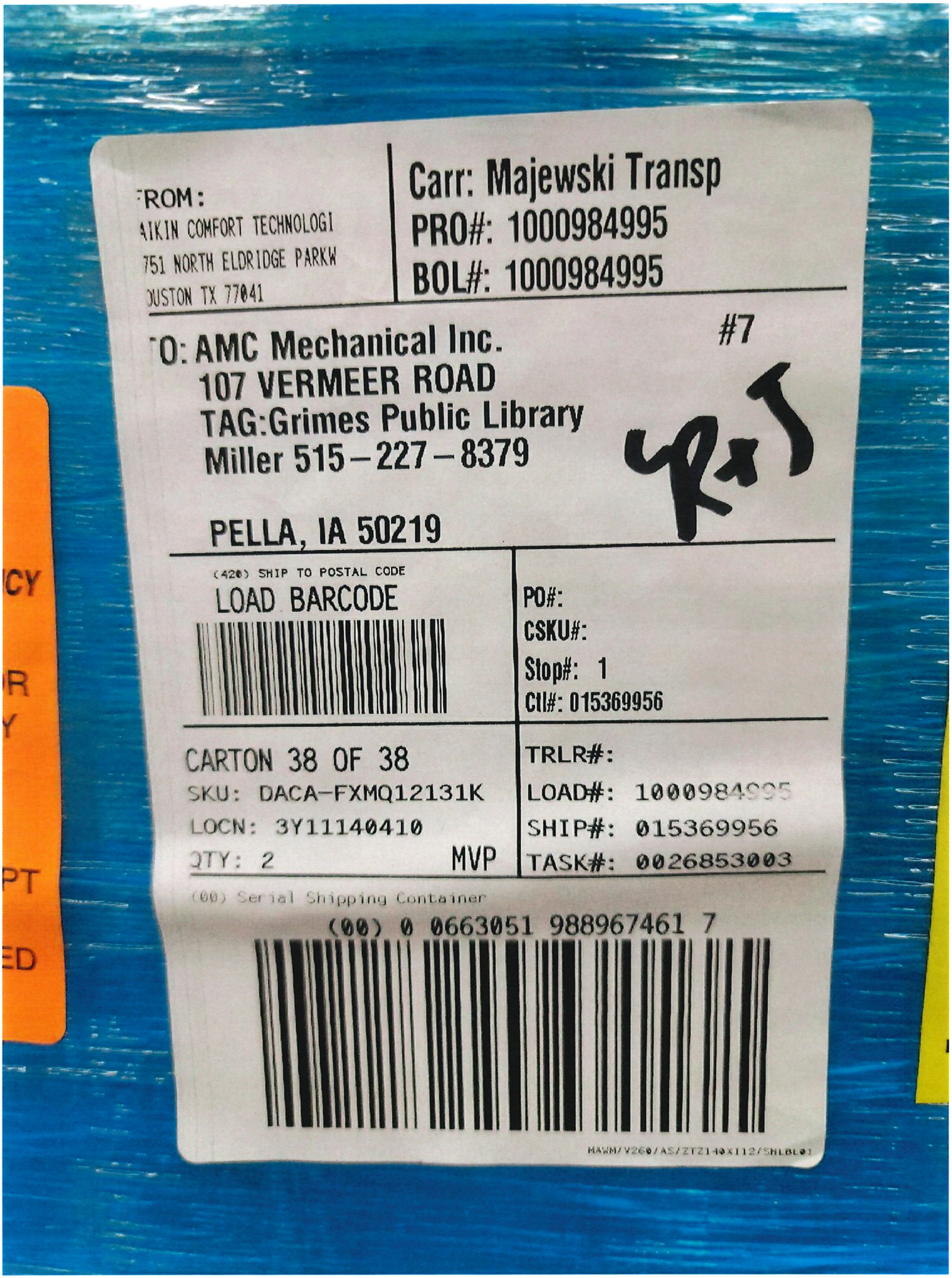
FROM:
AIKIN COMFORT TECHNOLOGI
751 NORTH ELDRIDGE PARKW
OUSTON TX 77041
Carr: Majewski Transp
PRO#: 1000984995
BOL#: 1000984995
TO: AMC Mechanical Inc.
107 VERMEER ROAD
TAG:Grimes Public Library
Miller 515-227-8379
PELLA, IA 50219
#7
4 of 5
(420) SHIP TO POSTAL CODE
LOAD BARCODE
PO#:
CSKU#:
Stop#: 1
CII#: 015369956
CARTON 38 OF 38
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LOCN: 3Y11140410
QTY: 2
MVP
TRLR#:
LOAD#: 1000984995
SHIP#: 015369956
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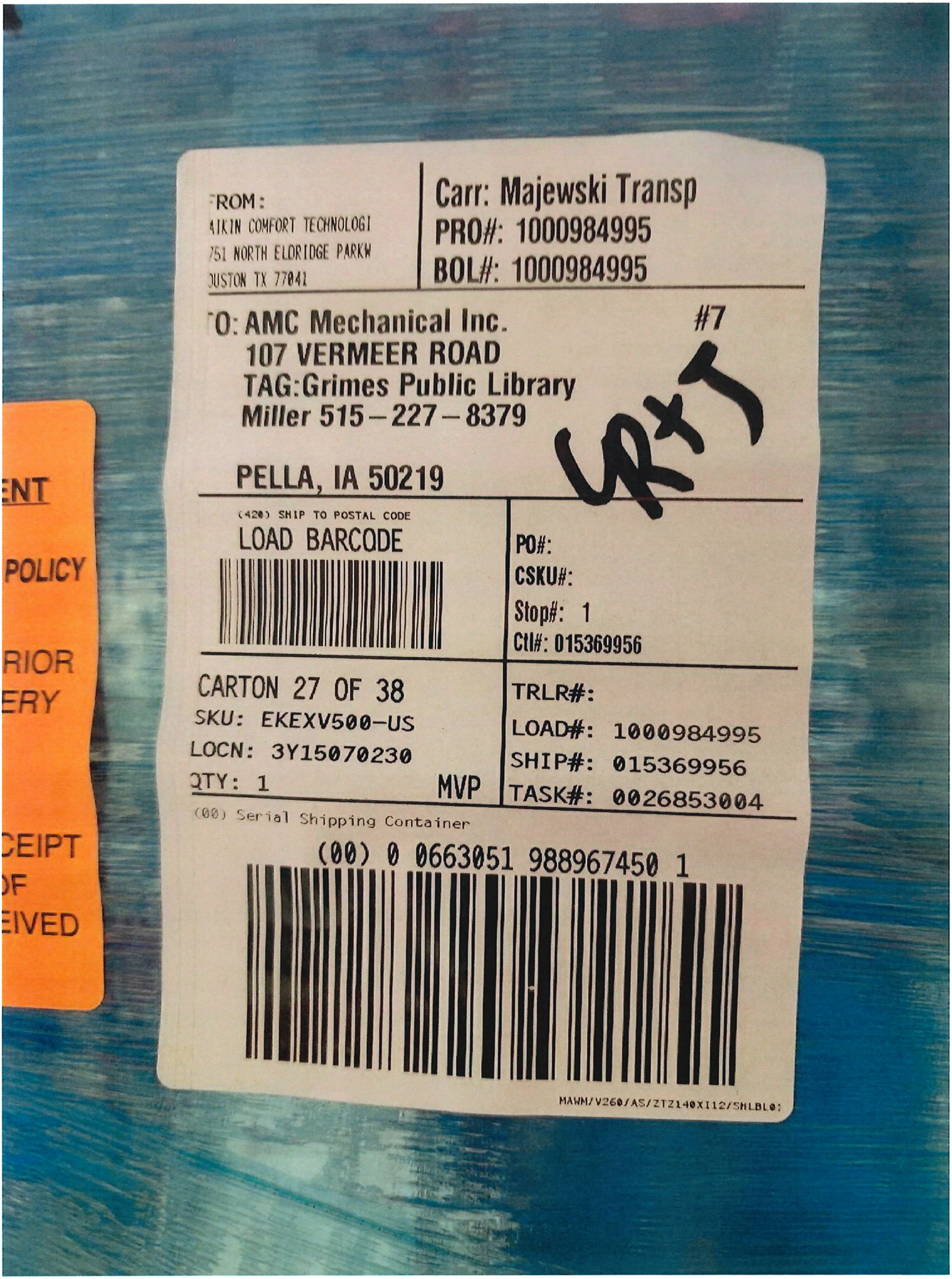
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LOAD#: 1000984995
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MAWM/V260/AS/ZTZ140XI12/SHLBL0:


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of 7

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes

PROJECT: Grimes Public Library
PROJECT: # X237400

APPLICATION NO: 3
PERIOD TO: 04/01/22 - 04/30/22

Distribution to:
OWNER (1)
ARCHITECT (3)
CONTRACTOR (1)

FROM (CONTRACTOR):
The Weitz Company, LLC
611 5th Ave, Suite 300
Des Moines, IA 50309

ARCHITECT:
Invision
303 Watson Powell Jr. Way
Suite 200
Des Moines, IA 50309

CONTRACT FOR: Construction Management

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0	0
Approved this Month			
Number	Date Approved		
CO 1	Set CM agreement at $973,681		
CO 2	Elevator Rebid (fee on difference)	977	
TOTALS		977.00	0
Net change by Change Order			977.00

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

1.ORIGINAL CONTRACT SUM	$ 973,681.00
2.Net change by Change Order	$ 977.00
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)	$ 974,658.00
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 63,703.05
5. RETAINAGE:	
a. 0% completed work (Column D + E on G703)	
b. 0% of Stored Material (Column F on G703) included in above number	
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)	$ -
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ 63,703.05
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS	$ 53,002.00
8.CURRENT PAYMENT NOW DUE	$ 10,701.05
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$ 910,954.95

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

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison May 5, 2022

State of: IOWA County of: POLK
subscribed and sworn to before me this May 5, 2022

NOTARY PUBLIC: Kara DeVenney

My Commission Expires:

KARA DeVENNEY
Commission Number 836920
My Commission Expires
January 26, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED. . . . . $ 10,701.05
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: 05.13.21

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

Prj #	X237400	App # :	3	Pd From:	1-Apr-22
Prj Name	Grimes Public Library	App Date:	6-Oct-21	PD TO :	30-Apr-22
Sub:		Retain :	5.00%		

A	B	C1	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS PRESENTLY	Total Completed			
Item Number	Description of Work	SOV	PREVIOUS (D+E)	This Period	STORED (NOT IN D OR E)	And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000			25,000	100%		
2	Construction Manager Services	497,593.00	21,345	7,253		28,598	6%	468,995	
	General Rquirements								
3	Latrines	7,500.00						7,500	
4	Surveying	6,000.00						6,000	
5	Dumpsters/Trash Chute	33,560.00						33,560	
6	Safety	2,050.00						2,050	
7	SWPPP/Access/Snow Removal	23,700.00						23,700	
8	General Building Enclosures/Heat	50,146.00						50,146	
9	Roof Access	5,000.00						5,000	
10	Temporary Fencing	11,000.00						11,000	
11	Fee (3.25%) on Construction Manager Services	20,688.00	828	101		929	4%	19,759	
12	Fee (3.25%) per Prime Volume Summary below	292,421.00	5,829	3,347		9,176	3%	283,245	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Correll Contractors	$438,000						438,000	
2	BP #02 - General Construction - Graphite Group	$2,665,000		58,325		58,325	2%	2,606,675	2,916
3	BP #03 - Masonry - Forrest & Associates	$317,587	2,825			2,825	1%	314,762	141
4	BP #04 - Flooring - Ideal Floors	$109,575	2,649	12,575		15,224	14%	94,351	761
5	BP #05 - Ceramic Tile - Des Moines Marble	$119,025						119,025	
6	BP #06 - Roofing - Academy Roofing	$422,350						422,350	
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	$844,487	18,450			18,450	2%	826,037	923
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	$1,466,520						1,466,520	
9	BP #09 - Elevator - KONE	$144,000						144,000	
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	$86,660						86,660	
11	BP #11 - Mechanical - AMC Mechanical	$1,021,690	12,700	63,861		76,561	7%	945,129	3,828
12	BP #12 - Electrical - Van Maanen Electric	$977,086	99,402	11,552		110,955	11%	866,131	5,548
13	BP #13 - Site Paving - Nehring	$235,622						235,622	
14	BP #14 - Landscaping - Miner Hardscape	$149,970						149,970	
	Prime Contractors Total	$ 8,997,572.00	$136,026.54	$ 146,313.45		$ 282,339.99	3%	8,715,232.01	14,117.00

	WEITZ TOTAL	**974,658.00**	**53,002.00**	**10,701.05**		**63,703.05**	**7%**	**468,995.00**	

For Pay Application: 3
Period Ending: 04/30/22

PARTIAL WAIVER OF LIEN

STATE OF: Iowa)
COUNTY OF: Polk)

TO WHOM IT MAY CONCERN:

WHEREAS THE undersigned has been employed by The Weitz Company

to furnish LABOR/MATERIAL/SERVICES

for the premises known as Grimes Public Library

of which City of Grimes is the Owner.

THE UNDERSIGNED, for and in consideration of Ten Thousand Seven Hundred One and 05/100---------- $ 10,701.05) and

other good and valuable considerations, the receipt whereof is hereby acknowledge, do(es) hereby waive and release its right to lien under the status of the State of Iowa relating to Mechanic's Liens, on the above described premises and improvements thereon, but only for the payment above made by the Owner.

Given under my hand and seal, this 3rd day of November 2021

****THIS WAIVER IS CONTINGENT UPON ACTUAL RECEIPT OF PAYMENT****

The Weitz Company
COMPANY

By Stephanie Morrison

Title Senior Project Manager

Subscribed And Sworn To Before me this 3rd day of November 2021

Kara DeVenney
Notary Public

KARA DeVENNEY
Commission Number 836920
My Commission Expires
January 26, 2025


CITY OF
GRIMES
PUBLIC ART
& CULTURE
MASTER
PLAN
GROUP



Hello, Trees! by Daily Tours Les Jours

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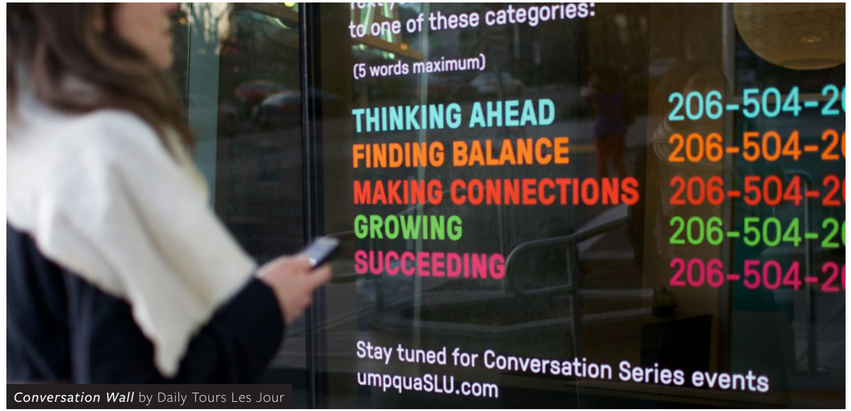
Stratums by Tanya Preminger

EXECUTIVE SUMMARY

Grimes Public Art and Culture Master Plan offers a vision that aligns visual and thematic touches with citizens' cultural values, supported by the City's goals and strategies. Integrating cultural features and programming with existing city investments will save money and deliver on the intentions of the strategic plan. Among many, these intentions include beautifying shared spaces and building a sense of place within Grimes that make citizens proud and bring visitors back. The following plan will guide investment to maximize impact, reduce risk, and align cultural production with bigger civic goals. It is an actionable tool that will be used as a road map for Grimes' commissions, city departments, organizational stakeholders, and individual constituents to maximize public art in support of the goals of the community. The arts are more than decoration, they work hard for communities by aligning with other civic goals and initiatives.

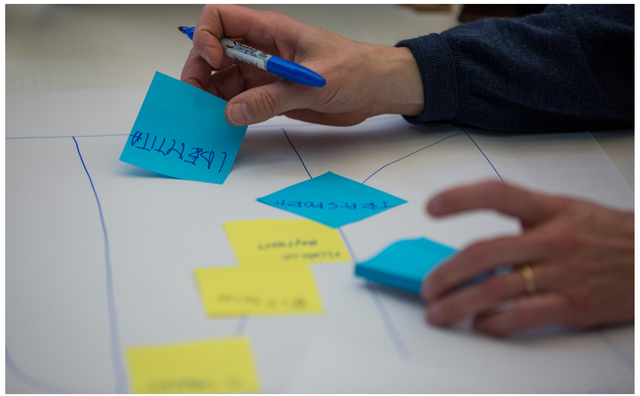
Develop with Distinction

Even with rapid development, Grimes can preserve its neighborly connection and continue to find value in its historic roots as a rural community. The hiring of the new Parks and Recreation's Special Events and Art Coordinator demonstrates the City's commitment to developing programs to support the small-town feel. Residents will soon have more options for staying in town for leisure activities. Additionally, the new library will have art available for check-out and space for art to be displayed. All of these efforts are concrete steps to cultivate culture through the arts.



Conversation Wall by Daily Tours Les Jour

Even with rapid development, Grimes can preserve its neighborly connection and continue to find value in its historic roots as a rural community.



Cities that integrate art, design, and culture while simultaneously investing in infrastructure and amenities gain the distinction and competitive advantage required for recruitment and retention in workforce and business development. Residents won't be impressed by investment in 'art projects,' but they will love to feel at home when the amenities they already want are distinctive and fun. Providing resources for the arts to work organically supports the creation of a unique sense of place. The culture of a community entices visitors to come for pleasure and spread the word to others.

Community Input

A proven process was executed to develop this public art master plan—including site-specific concepts for art integration within the City of Grimes. The planning process employed a wide range of methodologies to ensure diverse perspectives were included in the vision for the Grimes Arts and Culture Master Plan. Consultants from Group Creative Services conducted dozens of interviews, several focus groups, and an on-line community survey.

Existing plans, surveys, and other community initiatives were reviewed by the consultants and proved helpful in understanding the current landscape of the community, its key concerns, and swell of opportunities. This plan

is poised to be integrated into future capital projects and inform future private development projects.

Recommendations

This plan will align with and contribute to the influential plans and organizations already guiding Grimes toward a future of civic and cultural growth. With this plan, we align with the City's existing 2027 goals:

+ A Dynamic Town with a Strong Sense of Community
+ A Great Place to Live Through Expanded Quality of Life Amenities
+ More Beautiful, Vibrant Community
+ A City with Sustainable Systems to Support Art and Culture



Water Tower by Rachel Whiteread



Luminous Field by Luftwerk

ROLE OF AN ARTS & CULTURE MASTER PLAN

Civic cultural support has become more complex, process-oriented, collaborative, and experimental. Artists of all disciplines wish to engage and enhance communities in new ways, creatively addressing community needs such as the environment, community health, cultural diversity, youth development, and tourism as identified by its citizens and stakeholders.

Civic goals are advanced by describing concepts, expressing community interests, providing distinct and novel character, and/or offering greater understanding and discussion around the art's site and its utility. For example, artwork located near the site of new stormwater infrastructure might facilitate understanding of watershed management as environmental stewardship and its importance for flood control. Art can engage with its site such that "the medium is the message."

As the placemaking and cultural fields rapidly expand, many cities scramble to update and improve the way they plan and manage their cultural programs. This includes finding

new ways to maximize their investment in public art to the benefit of their economy, culture, and community. Cultural plans guide investment to maximize impact, reduce risk, and align cultural production with bigger civic goals. A cultural master plan is an actionable tool that will be used as a road map for Grimes' commissions, city departments, organizational stakeholders, and individual constituents to maximize public art in support of the goals of the community. The arts are more than decoration, they work hard for communities. They will work hard for Grimes.

Cities that integrate art, design, and culture while simultaneously investing in infrastructure and amenities gain the distinction and competitive advantage required for recruitment and retention in workforce and business development.



Haste Töne by Inges Idee

Cities that integrate art, design, and culture while simultaneously investing in infrastructure and amenities gain the distinction and competitive advantage required for recruitment and retention in workforce and business development. Providing resources for the arts to work organically supports the creation of a unique sense of place. The culture of a community entices visitors to come for pleasure and spread the word to others.

This plan will align with and contribute to the influential plans and organizations already guiding Grimes toward a future of civic and cultural growth.

The arts are more than decoration, they work hard for communities.

THE PROCESS

The planning process employed a wide range of methodologies to ensure diverse perspectives were included in the vision for the Grimes Arts and Culture Master Plan. Consultants from Group Creative Services conducted dozens of interviews, several focus groups, and an online community survey.

Additionally, the consultants looked at existing plans, surveys and other community initiatives to understand the current landscape of the community, its key concerns and swell of opportunities. This plan is poised to be integrated into future capital projects and inform future private development projects.

In the later part of 2020, a survey enjoyed robust response from 211 Grimes residents. Interviews were conducted with nearly 20 individuals representing staff from multiple city departments, the chamber of commerce, the library, community leaders, business leaders, and several community groups. Individual interviews have also been conducted with citizens of Grimes referred by staff and leadership, and then through recommendations from those already interviewed.







Research has included several visits to Grimes. Group Creative Services received staff-led tours that included a driving tour of Grimes showing off longhorn ranches, farms, water treatment facilities both new and old, civic buildings, and the sites of Grimes' ambitious new developments. Researchers also visited Grimes individually, and with their families, sampling ice cream at Heavenly Delights, eating at local businesses and playing in Grimes' parks. Because Group Creative Services is local, researchers have enjoyed the city's signature events such as Governor's Days and the Egg Hunt in previous years.

Input included thorough review of existing Grimes documents. This review relies heavily on information in the new 2020—2026 Strategic Plan. The current Comprehensive Plan, and the Parks and Trails Master Plan were also critical resources informing this work.

The survey relied on intentionally open-ended questions. For this reason, certain findings deserve greater weight and are emphasized. For example, 57 respondents (27%) requested a municipal swimming pool. A pool is not mentioned anywhere in the survey; therefore, its spontaneous prevalence deserves serious consideration. This also points to the value of the Splashpad currently in development with an integrated arts activation from Studio +/&.

Direction

From the Cultural Survey (n=211), Grime's citizens have a strong vision for how they want their cultural amenities to work for their community.

143 want Grimes to enhance community facilities
127 want the arts to encourage neighborly interactions
124 want Grimes to create memorable places for people to be
111 want to enhance community pride
101 want the arts to attract tourists, new residents and businesses to boost the local economy



DEFINING ARTS & CULTURE

Culture is defined as the customs, social institutions, arts, achievements, customs, and traditions of a particular group. Within this concept of culture, the arts encompass a wide range of mediums, disciplines, and approaches. It includes visual arts such as painting, drawing, photography, and sculpture. It consists of experiential and performance arts such as theater, music, sound art, installation, film, and video. It encompasses literary arts, poetry, creative writing, publishing, radio, internet streaming, and television.

Public art can be realized through a variety of installations like murals and sculptures but can also be work on different time scales from temporary to semi-permanent to permanent such as workshops or pop-up activations.

'The Cultural Industry' is a broad term referring to the breadth of ways arts, cultural production, and commerce can interact through mediums like graphic design, advertising, architecture, art festivals, antique markets, fashion design, publishing, and crafts traditions.



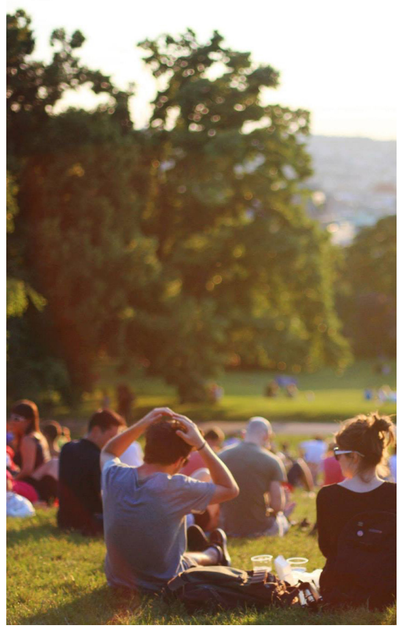
Knotty Sidewalk by CMG Landscape Architecture

Cultural Assets include spaces such as libraries, parks, theaters, galleries, heritage sites, community centers, and educational facilities.



Writers Theatre by Gang

CONNECTING PEOPLE TO PLACE



This document identifies placemaking themes that Grimes can apply throughout the community and includes significant civic action and investment opportunities. Reinforcing these themes is an opportunity for Grimes to shine as a regional leader and a place where people love to live and work.

Cultural strength, along with infrastructure, public amenities, and private development creates and reinforces civic identity. Incorporation of these placemaking themes edify Grimes' assets and thereby sustain growth, while maintaining citizens' highly desired sense of connectedness and reflection of their values in their city.

These values, expressed through the 'look and feel' of Grimes, telegraph the personality of this community as a place that informs visitors' satisfaction with and desire to prolong and repeat wrap-around experiences.

Recognizable Visuals

Aligning with Grimes' Strategic Plan
Principle 1: Beautiful Community

Citizens desire iconic characteristics that people recognize as part of Grimes' DNA. People are proud to be from Grimes, but they aren't generally sure what it looks like or how to describe it. High schoolers sneak out to other parts of the metro to take their prom pictures because Grimes doesn't offer iconic features or picturesque backdrops.

Grimes' challenge of growing past its ability to feel connected is solved if new growth makes a point to include visual indicators of citizens' cultural values.

Survey findings expressed high interest in:

+ The old water tower
+ The farm in the town center
+ Historic Governor's District Buildings
+ Sports and music themes







People are proud to be from Grimes, but they aren't generally sure what it looks like or how to describe it.

Contemporary Rural Life

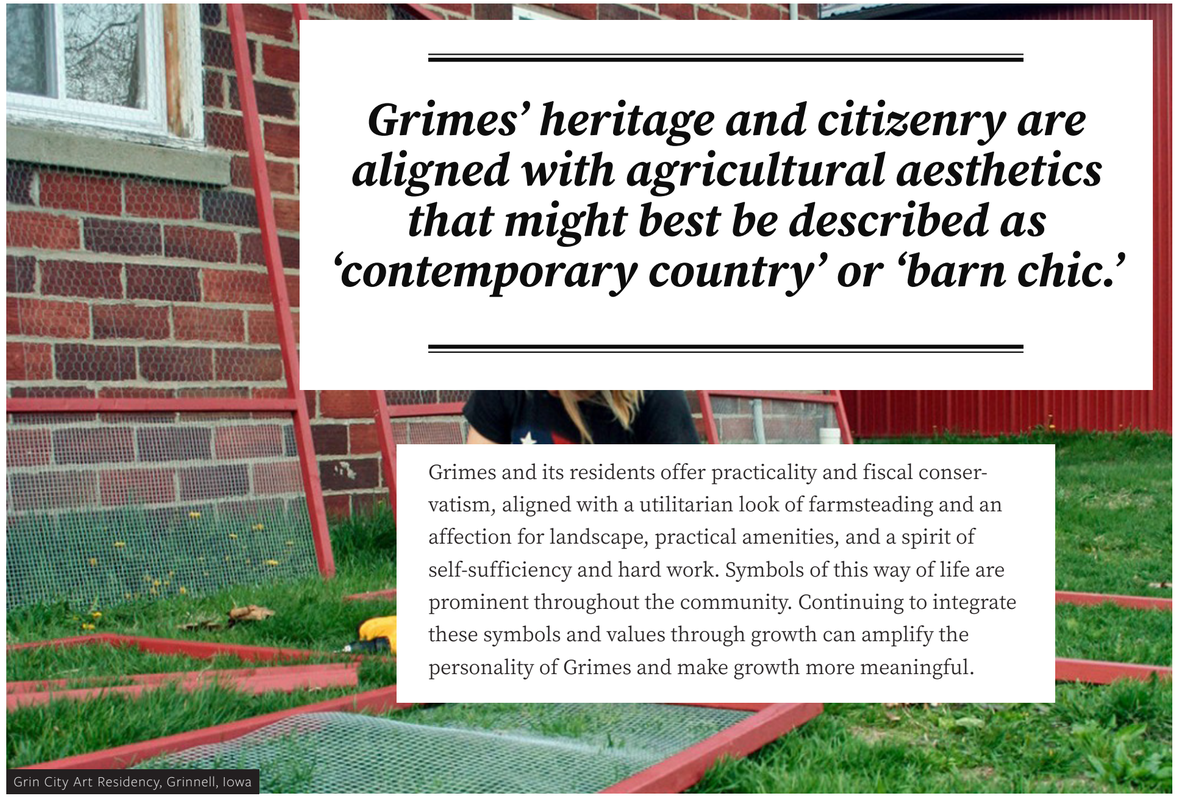
Aligning with Grimes' Strategic Plan Principle 1: Beautiful Community

Grimes does not showcase strong agricultural ties, but like most Iowa towns, it cannot ignore its foundational agricultural history. This offers a potent alignment of contemporary character and city assets: the small town Iowa water tower looks the way small town connectedness feels, even as the city grows. A live music venue at a location such as the Wallace Farm, looking out over a creek and grove of trees is not currently available in Grimes, yet having this as a community asset would feel like a unique Iowa experience.

FarmHer is prominent both as a point of pride for potential local business and as a style guide. In addition to a neighboring ranch raising longhorn steers, the ISU Horse Barn and even the barn shape of the Harley Davidson dealer show how effective a farm aesthetic can be in creating a memorable space without feeling like a fancy waste of money. Grimes' heritage and citizenry are aligned with agricultural aesthetics that might best be described as 'contemporary country' or 'barn chic.'



Jonny Alexander
Murals in the Market
Detroit Eastern Market



Grin City Art Residency, Grinnell, Iowa

Grimes' heritage and citizenry are aligned with agricultural aesthetics that might best be described as 'contemporary country' or 'barn chic.'

Grimes and its residents offer practicality and fiscal conservatism, aligned with a utilitarian look of farmsteading and an affection for landscape, practical amenities, and a spirit of self-sufficiency and hard work. Symbols of this way of life are prominent throughout the community. Continuing to integrate these symbols and values through growth can amplify the personality of Grimes and make growth more meaningful.

Unique Sense of Place

Aligning with Grimes' Strategic Plan Principle 1: Beautiful Community

Grimes will always find its roots as an agricultural Iowa town reflected in its historic buildings and the density of assets. The Governor's District figures strongly in citizen input. Adjacent suburbs do not have a recognizable town center to capitalize on, giving the Governor's District a strong competitive advantage, although it does not reflect the prominence of the town's western and northerly growth. There is considerable enthusiasm for the Heritage Park and sports complex developments. The Governor's District resources are historic, unique, and can never be replicated. It is cost-effective to invest additional resources to amplify these assets than to ignore them and lose what investments have already been made.



Soil Horizon by Lateral Office

Supporting Neighborly Community

Aligning with Grimes' Strategic Plan Principle 2: Small Town Feel/ Community Connectedness

Grimes can sustain its impressive growth while preserving community cohesion. 43% of respondents to the placemaking survey cited the "small town" as what drew them to live in Grimes. Locally owned service options, encouraging neighborhood identification, and interactive public spaces will sustain the perception that children are able to safely visit friends across town and see friendly faces on their way to school.

Grimes wants a strong community, and it has one. Most municipalities in the Des Moines Metro give lip service to a 'small town feel,' yet they struggle to define what that means. It is clear that neighbors crave a sense of neighborhood identity. Grimes has an educated, strong workforce, with many citizens who work elsewhere in the metro, but choose to live in Grimes because it "feels like a small town where we could run into people," but they still "need compelling places for that to happen." Grimes is geographically divided and its

residents feel a lack of cohesion. Residents want neighborly connections, to borrow cups of sugar from their neighbors.

Rapid growth lends strong appeal to fast developments for short-term retail structures that outlive their tenants and chain services that promote a generic 'Anytown, USA' civic texture. Grimes, by contrast, makes news out of its ability to work as a community. Neighborly dedication sustained two weeks of searching until Zeus, the German Shepherd, was rescued from a storm drain across from Bomgaars' Grimes location. In Grimes, even large format retail locations play their part in finding lost dogs.

Public spaces for athletics are robust and poised to lead the region, yet spaces where families might meet, run into friends, or convene are generic or absent. Residents would like their amenities to look like and feel like home, not too 'fancy.'



YMCA mural by Heather Dappen

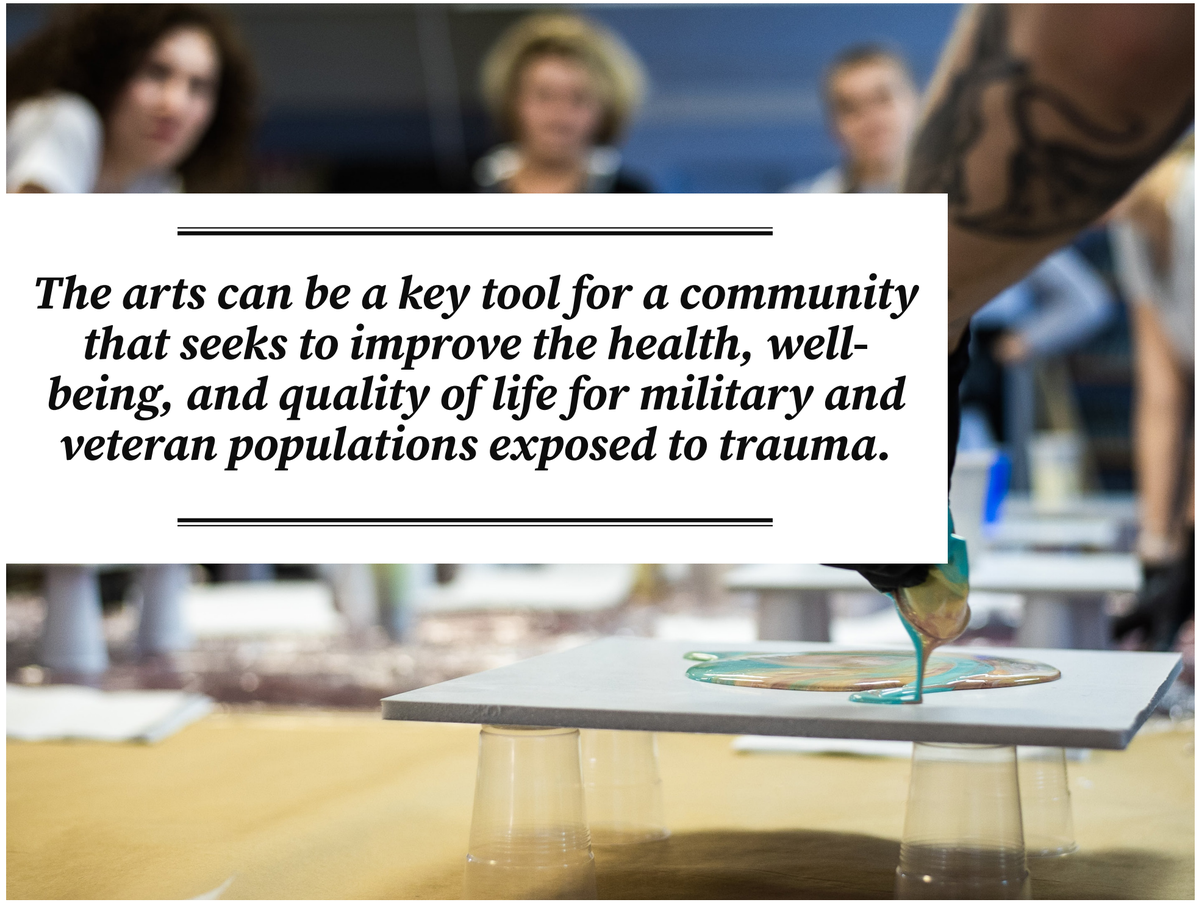


Swing Time by Howeler

Home Base Community

Aligning with Grimes' Strategic Plan
Principle 2: Small Town Feel/Community Connectedness

Grimes strives to support veterans and their transition into the community. The arts can be a key tool for a community that seeks to improve the health, well-being, and quality of life for military and veteran populations exposed to trauma. There is a growing need in our country to address TBI and PTSD. Creative art therapies have helped service members deal with trauma as part of an integrated care model. Grimes could serve as a leader in the greater Des Moines area demonstrating how these interventions can make a difference in people's lives. Something that medicine alone may not achieve. The National Endowment for the Arts has an initiative Creative Forces that offers models, funding, and best practices to support veterans.



The arts can be a key tool for a community that seeks to improve the health, well-being, and quality of life for military and veteran populations exposed to trauma.

Local Business Feel

Aligning with Grimes' Strategic Plan
Principle 3: Growing Local Business



The connectedness prized by Grimes residents is easily found in their affiliation with locally owned businesses. It should be a priority for Grimes to preserve this supportive nature while encouraging a similar feel for new businesses, even if they are large.

One of Grimes' success stories is its expanding large-retail industry. However, it is known that large retail does not foster community connectedness. One survey respondent proudly stated, "the people at 'Bread Pizza' know us, know our story, and are kind." As food and entertainment options increase, the city should incentivize those that feel like local services.



Dequindre Cut Urban Rec Path by Detroit Riverfront Conservancy



Murals in the Market Artist: Jeremiah-Britton



Murals in the Market Artist: Jake Dwyer



Stock In Transit by José Luis Torres

Full Service Sports Tourism

Aligning with Grimes' Strategic Plan
Principle 4: Fun Community For Families

Grimes has immense strength in its growing capacity for youth sports tourism. To capture this market and revenue from adjacent industries such as food service, recreation, entertainment, and retail, the town also requires distinction. Promoting sports throughout the town as a thematic feature is a first step. If food, activities, and entertainment for families accompanying competing athletes are not available, they may develop a negative view of Grimes, and may certainly spend money on the services they need in neighboring communities. Capture the hearts and imaginations of these visitors, ready to discover hidden pockets of fun like a local ice cream shop, a park unlike any they've seen before, and a splash pad they can visit and take a picture of to share with their friends around the country.







A significant population desires activities for adults and families that are non-sport related

Family Friendly

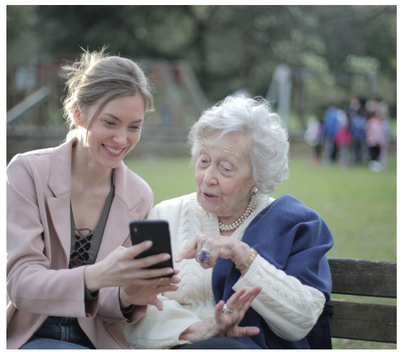
Aligning with Grimes' Strategic Plan Principle 4: Fun Community For Families

Current and projected demographics emphasize the need to remain family friendly in new cultural amenities. As much as 75% of Grimes residents are highly educated, have a median age of 32, and are starting new families. Another growing sector includes retirees moving to Grimes to live closer to their grandchildren. Schools form a significant social and cultural backbone in Grimes. For example, in addition to football, the school district has immense pride in its band. Sports and family-friendly activities are highly supported in Grimes, yet value is also provided through choice. Surveys and interviews sustained a through-line of citizens who are not closely affiliated with youth sports, yet do not want to be left out.

Grimes has a strong fine arts program that is well supported by the community. Information obtained has demonstrated there is a significant population that desires activities for adults and families that are non-sport related. For example, interviewed business leaders expressed a desire to have a spot to hold impromptu meetings at a place in which spending money was not an expectation. Creating gathering spaces for adults as well as creating fun vibrant spaces for family-friendly gatherings is a prevalent need.











This plan's findings from citizen and staff input are consistent with the Grimes' Strategic Plan. Recommendations are organized with Strategic Plan goals, and are presented in the following pages.

What to Do

Apply placemaking themes,i.e. Cultural Values every time Grimes develops and grows. Residents and visitors want to feel connected to the things that make Grimes feel like home.

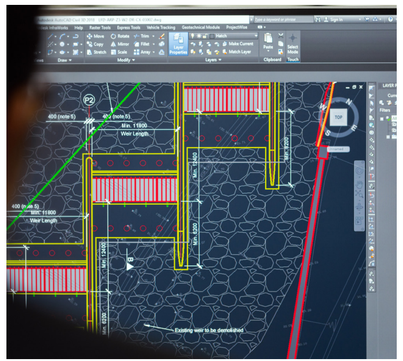
How to Do It

When providing the high-quality amenities young families want, make them in a way that honors community values. This is not about 'branding' or 'art.' It is about making choices to ensure that new amenities consistently work hard for Grimes and are well-loved.

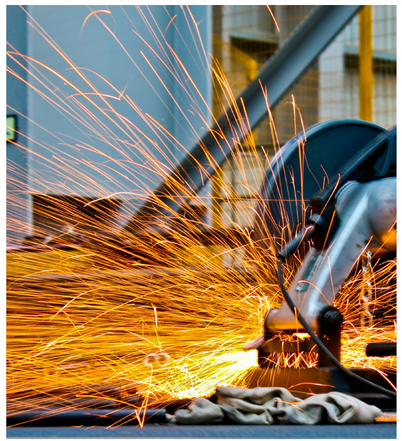
Where to Do It

Everywhere the city prepares to invest in infrastructure or programming. Everywhere there's high density of traffic or public gathering.











FREQUENT ASSOCIATIONS

Creating compelling public spaces where the citizenry and visitors can connect with features unique to Grimes will cement positive associations regardless of what brought them to town. Surveys and interviews reinforced the following characteristics of Grimes that people would like to see more of.

THINGS GRIMES IS PROUD OF

- Model ‘small town’ business—Heavenly Delights
- Water tower
- “The walking trails and creeks - if you can get to them”
- “The quaint main street”
- Library
- Sweet corn
- Trees
- Home Base Iowa

Dequindre Cut Urban Rec Path by Detroit Riverfront Conservancy

THINGS GRIMES WANTS

Need coffee shop or place other than a bar downtown, only 2 bars, no place to go for a 3:00 Thursday meeting

Splash pad, splash pad, splash pad!

Need space for live music

Art should be functional, needs to be fun

Teens leave town to find a place to hang out

No place for prom photos







GREAT PLACE TO LIVE THROUGH EXPANDED QUALITY OF LIFE AMENITIES

Recommendation: Continue to capitalize on upcoming investments to distinguish Grimes

Grimes has made great progress in recent years in guiding new development with quality design standards as well as moving forward in investing in key community assets including the new library and development of the Wallace Farm. Continued efforts to integrate artists concepts while addressing the placemaking themes for upcoming major capital projects will create amenities that are highly desired. To develop creative, artistic approach while in the design phase of these projects is a financially responsible way to add personality.

+ Art integration saves money
+ Functional placemaking
+ Value add
+ Promote Grimes as unique place to live

Waterworks Park

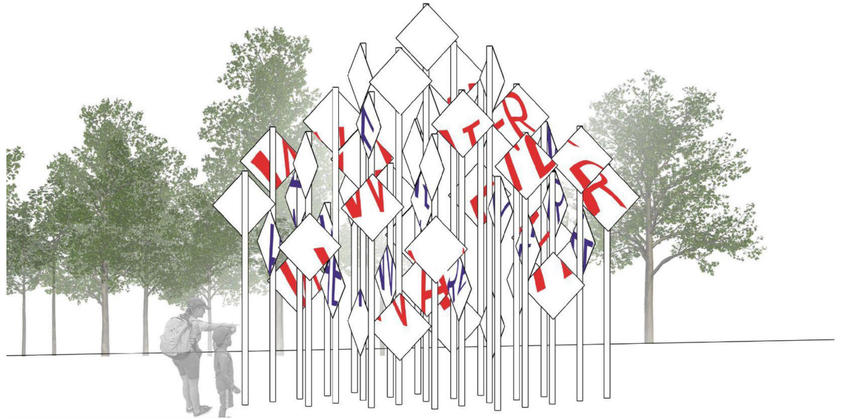
All parks feature one or more attributes that make them distinct and unique, both in the services they offer and in the characteristics that make them loved for generations. Waterworks Park has a prominent central location that makes it an ideal candidate for art integration. Concepts have been developed for an installation titled “Water Water Everywhere” by civic designers Plus/And. Images can be found in the “Demonstrating Possibilities” section of this document.

Heritage Town Center

Heritage Town Center has a park at its core that will be more popular, attractive, and memorable if it is activated in a creative manner that highlights programming, temporary art installations, and permanent installations that draw more people into the park.

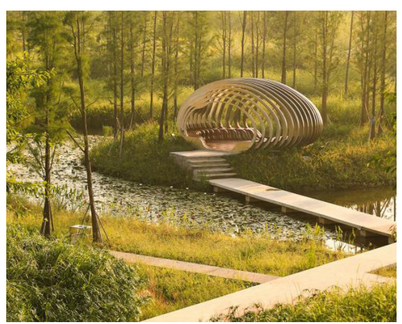
Signature Park

The upcoming effort to develop a Signature Park provides many opportunities to use placemaking themes to make it feel uniquely Grimes. Entrance features or unique play structures and amenities are obvious places to be creative and promote the ‘look and feel’ of Grimes. Similar to trail experiences, destinations and unique environments are



Water Water Everywhere by +/&





the features that make a signature park into a beloved, region-wide destination. Infrastructure like benches, play amenities, bridges, and shelters are each suitable for distinctive design solutions. Built and natural environments, such as a boardwalk around a wetland or a meadow that blooms with coordinated colors at different times of year would each make a splash. Walker Canyon’s ‘superbloom’ of poppies dominated national news for nearly a month in Spring of 2020. Locally, Badger Creek State Park’s Sunflower Super Bloom was a fantastic spectacle in July of 2020.

Linear Parks

As trails become more connected throughout Grimes and to the larger region, trail users will appreciate finding special places where they can play and relax. Intentional connection to nature and iconic features will draw residents and visitors to different parts of town, provide family amenities, and attract spending from cyclotouristes and sports attendees. These linear parks are excellent locations to create moments of discovery, joy, and service to citizens. The current Comprehensive Plan and the Parks Plan both recognize growth in the parks and recreation system of Grimes as crucial to achieving Grimes’ strategic visions. Grimes can attract visitors through larger, signature-style park features while neighborhoods can achieve their own identification and

community-building through smaller-scale facilities and services. As the City of Ankeny is proving with their plan to install unique art experiences along Ankeny's portion of the High Trestle Trail, it isn't enough just to build trails if a community seeks for the network to drive tourism.

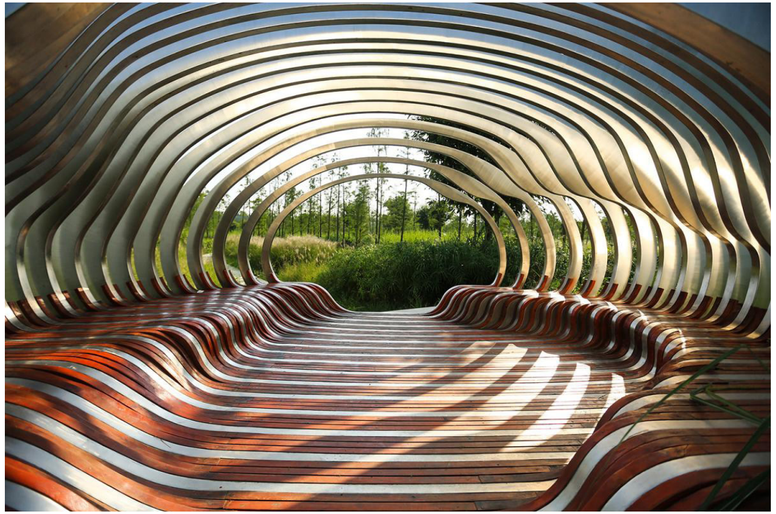
Trail users will appreciate finding special places where they can play and relax.

Trail experiences and signature park features have some overlap, and the possibilities are extensive. Possibilities for projects in the parks and trails include:

+ Artist-made benches, stages, or other amenities integrated with existing infrastructure needs
+ Artist-designed shade structures, lights, picnic, or play features. (e.g. giant slide and rope climb at Walker Douglas)
+ Artful planting and landscape work. (e.g. Indigenous plants in seasonal color blocks, color gradient bloom patterns or canopies of fruit trees)

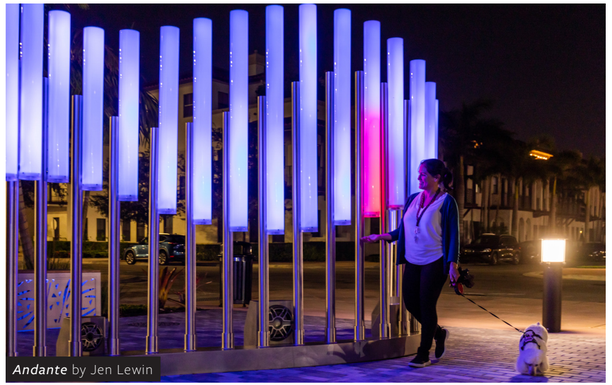






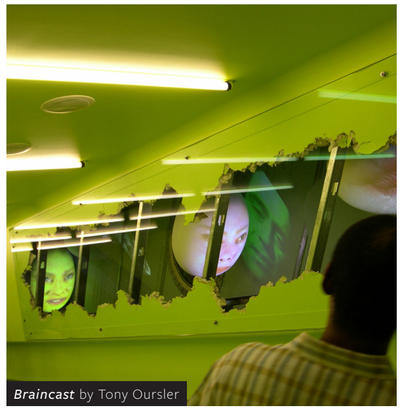






Andante by Jen Lewin





Braincast by Tony Oursler



Grimesplex & Hope District

Newly under construction, this is a primary example of the opportunity to express Grimes' culture by aligning design with key placemaking themes to avoid a lost opportunity. Visitors need places to dine, kids need things to do for entertainment. Cultural and local business support within a 2-mile radius will be rewarded. Small, interactive sculptural play pieces distributed throughout the area could offer activity and a sense of discovery that also reinforces Grimes' personality and ensures tourism dollars are spent beyond the plex.



Library

Any investment in new, significant infrastructure represents a prime opportunity for expression of placemaking themes and cultural investment. If fundraising is required, artists can create distinctive donor recognition features that later function as sculptural enhancements or advance the building's mission. Libraries, especially the children's section, serve as key amenities for families. Each community library in the greater Des Moines area is developing their own unique flavor. Art integration into the new library will reflect community pride and distinction for Grimes. The library is ripe for interactive artwork, design integration with a

new water tower or nature visual theme, or development of community work spaces and arts-related programming.



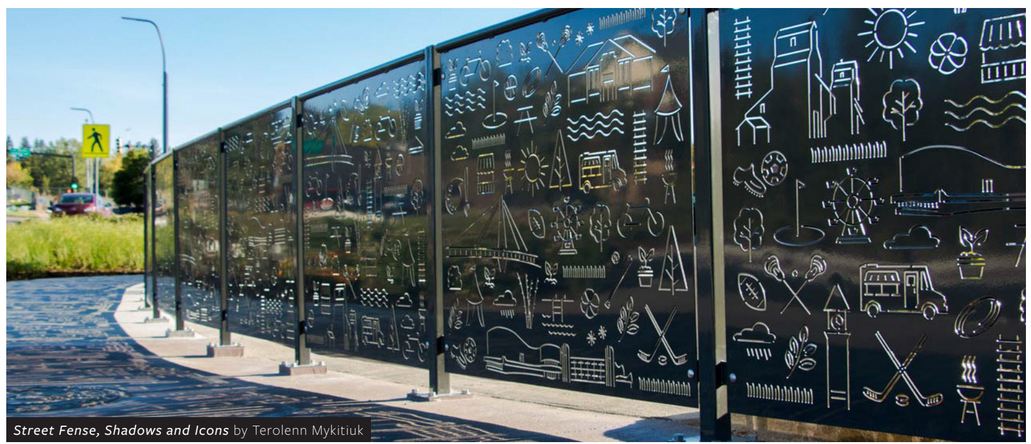


Water Tower Projection by Carmichael Lynch

GREAT PLACE TO LIVE ACTION STEP



The City of Grimes will continue to capitalize on major upcoming capital investments by securing concepts for art integration, ensuring the investments are built in a way that continues to distinguish Grimes, and promote natural beauty and community pride. Concept development ranges in cost from $5,000 - $10,000 depending on the scale of the project. Once concepts are in hand with quality visuals, a defined budget, and timeline, funding can be more easily secured through donations, grants, or other means.



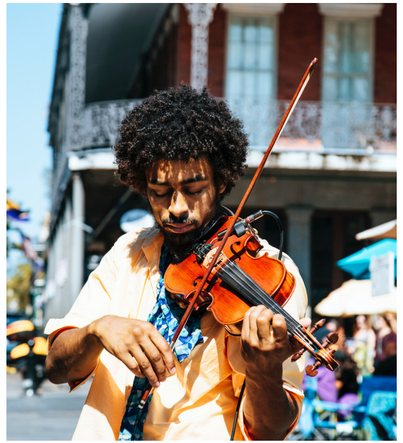
Street Fense, Shadows and Icons by Terolenn Mykitiuk

DYNAMIC TOWN WITH A STRONG SENSE OF COMMUNITY

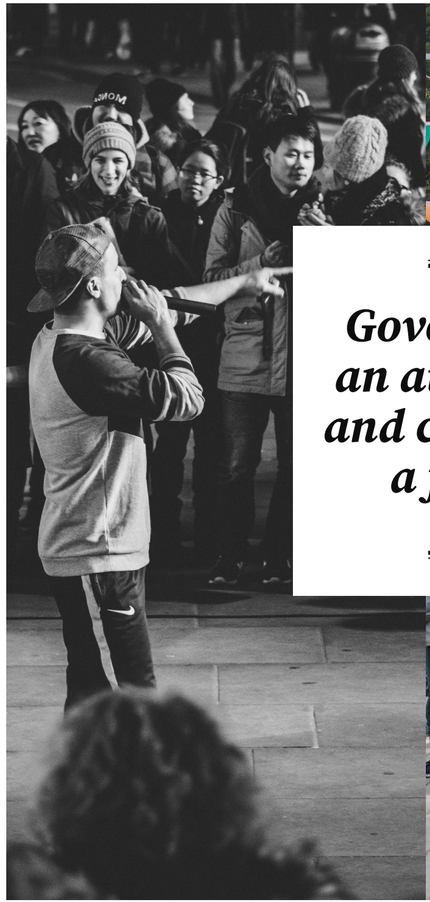
Recommendation: Develop creative experiences that connect and celebrate neighbors

City-Wide Event

Governors Days and the Pancake Breakfast are wildly successful regional celebrations that connect and inspire the citizens of Grimes. These annual events are blockbusters that connect neighbors and draw out-of-towners. Creation of a fourth event to fill out the calendar could be a series of coordinated neighborhood block parties filled with unique experiences. Governors Days is a good example of an authentic, unique-to-Grimes event and could help guide visioning around a fourth community-wide event.











Governors Days is a good example of an authentic, unique-to-Grimes event and could help guide visioning around a fourth community-wide event.

DYNAMIC TOWN ACTION STEP

The City of Grimes, in partnership with the Chamber of Commerce and other cultural institutions, will map its assets and assess possibilities for activation around themes and values of Grimes. Opportunities are best when aligned with existing assets such as the activating the trail network or creatively expanding existing events such as the 141 garage sale. Ideas include, yet are not limited to:

An original approach to a trail race for adults and youth with local performers and local artists integrated along the route, prizes for best decorated bike, or most creative bike outfit.

Expand the Grimes Annual Arbor Day event with marching bands and “street” performers from the local school theater doing short performances on the importance of trees.

Work with Metro Waste Authority’s Recycling Facility to sponsor a competition during the 141 Garage Sale for best re-use of recyclables and non-recyclables as part of an education campaign and marketing for the garage sale.



Neighborhood-Level Activations

In addition to a fourth, signature-sized event, Grimes could create more neighborhood based parks events throughout the year to encourage community identification. These can be connected to block party promotion kits and planned activities throughout the year to maximize the benefits of public amenities and the investment in parks. As Grimes grows exponentially, it is highly desirable for neighborhoods to begin to identify with each other, within Grimes, to continue its beloved “small town feel.” Block parties throughout different parts of town would allow neighbors to connect to each other, develop relationships across and throughout the community, and create a sense of shared purpose and pride.

Over time, each neighborhood could grow to have its own sense of culture with its encouragement of inventive activities. Provision of entertainment and novel food truck options would put Grimes on the map for neighborhood fun. Addition of small scale artists’ activities put it over the top. Portable table tennis, group games or dances, or singing ‘kite choirs’ are possibilities.

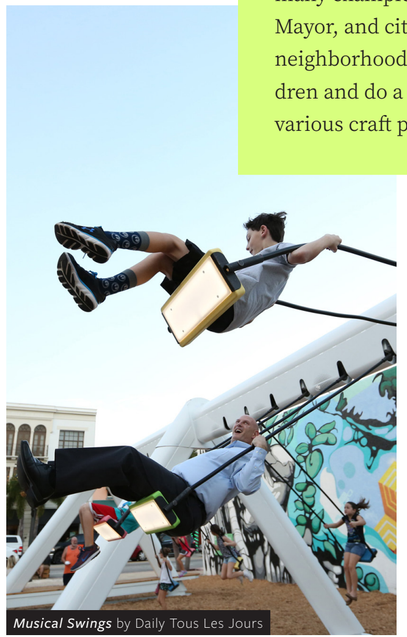


Create more neighborhood based parks events throughout the year to encourage community identification

Iceberg by ATOMIC3

DYNAMIC TOWN ACTION STEP

The City of Grimes Parks Department will create a promotion kit for block parties that works for traditional city blocks as well as apartment complexes. The kit includes tips for organizing a block party, easy city permit process for street closures or sound permits, and a trailer of potential activities. **Ready Go Art** offers many examples of mobile creative engagement tools. The Council, Mayor, and city staff gather at each location and meet with the local neighborhood while the library programming staff gather the children and do a craft kit with them. Library staff already have a lot of various craft programs/kits we have done with family programs.



Musical Swings by Daily Tous Les Jours

Collective Experiences In Public Spaces

As the city invests in more park infrastructure, it has the opportunity to integrate novel and interactive amenities beyond the traditional playgrounds, basketball courts, and shelters. Grimes can find low-cost, clever park amenities that support imaginative play, creatively connecting with other humans and becoming a destination for visitors. Downtown Omaha's iconic slides, the traveling Musical Swings, and the sidewalk play feature Peak Experience are all great examples of playful and iconic outdoor features to encourage social connection.

DYNAMIC TOWN ACTION STEP

As the Parks Department will budget for distributed amenities in community parks, it should seek concepts from civic designers for interactive experiences.

PROJECT READY TO GO: THE FRONT PORCH STAGE

Building a front porch on top of a double-axle trailer means the Grimes Parks department could support community-led programming in a way that leads in the metro. Citizens could reserve the Front Porch Stage in the same way they might reserve use of a park shelter. They can place it on park land, or in their front yards! It can be a feature at block parties. Grimes can optionally offer financial support for citizens to book musicians for free community events, or residents might use the stage for their own private activities. Bands from the High School could have practice sessions in public parking lots.



Front Porch Stage @ Roots n Blues N BBQ

Lifelong Engagement

There is much community pride around youth sports, but surveys and interviews indicate the community wants options for engagement beyond sports. The arts make every phase of life better and more fulfilling. Children, teens, adults, and seniors all gain from participation in the arts, and the whole community is positively impacted when arts participation rises. PALETTE, a program of Virginia Commonwealth University, connects students and senior adults through creative arts to promote positive aging and foster intergenerational relationships.



Pallette @ VCU

DYNAMIC TOWN ACTION STEP

The school district, parks department, library, and other community institutions will continue to expand their art and cultural offerings to round out Grimes' family-friendly options for community-based arts engagement. Those that connect the Grimes' growing population of grandparents with youth in the community should be a priority.

PROJECT READY TO GO: DRIVE-IN RADIO PLAY

One response that stood out in the community survey asserted that there is a surprising interest in amateur radio in Grimes. That may or may not be true, however, it does suggest a fun project that involves families and schools.

Artists and educators will work with appropriate teachers in the Dallas Center-Grimes Community High School to collaboratively write and perform a sequential radio play that dramatizes the history of Grimes. Students will research and fictionalize the town's heritage, seen as a shining example of the transformation of agriculture from rural farming, through industrialization and mass manufacture (canning) to the cultural shifts of growing into a successful element in a growing metro region.

Students will perform the plays and broadcast them over micro-radio equipment. Ideally, the broadcast antennas can be attached to the old water tower. It is pandemic-safe since listeners can park nearby like a drive-in movie or pitch blankets in Water Works park.



Drive-in Radio Play. As a community festival, it binds everyone together with history and pride in youth accomplishments.

MORE BEAUTIFUL, VIBRANT COMMUNITY

Recommendation: Implement Community Gateways & Corridors

The City of Grimes' has made strong efforts recently towards putting plans in place to give the community a sense of place through beautiful architecture. As highlighted in the Grimes Comprehensive Plan, Grimes will maintain the design quality of its major community corridors.

Principal corridors that link Grimes to the larger metropolitan area currently feature unattractive barrier-like industrial buildings. Highway 141, 1st St (HWY 44) and James Street also provide critical functional links in the city's transportation system. Although the highway corridors would require enormous expense to transform their aesthetic, the town roads that introduce people to the Grimes community could serve as gateways that set a tone of character and neighborly welcome. City character can be built and identified through integration with community signage, lighting, and streetscape features. These additions would help to define community entrances with distinction and should be a priority. Grimes' gateways will become even more critical when the GrimesPlex is on-line and fully functional.



Bike Arch by Youngblood Studios



Old Growth by Ben Butler



City character can be built and identified through integration with community signage, lighting, and streetscape features



Entrance Gate by Roger Williams

COMMUNITY GATEWAYS & CORRIDORS ACTION STEP

The City of Grimes will invest in a community gateway and corridor plan that includes key public art features that reflect the unique character of Grimes.

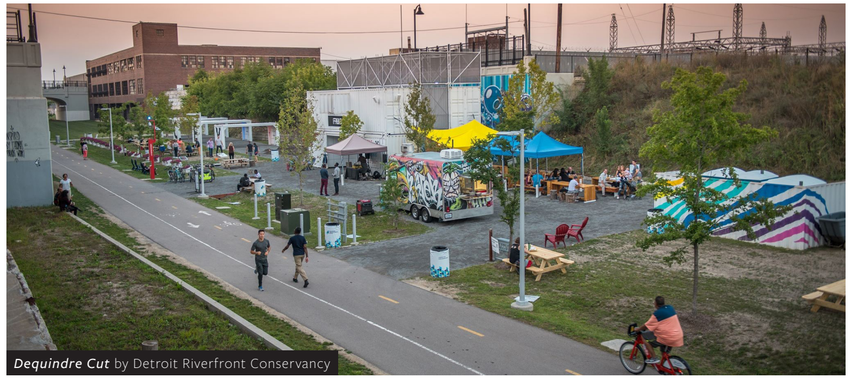
Recommendation: Continue to Maximize Investments Through the Governor's District

Efforts to reimagine the Wallace Farm are exciting steps towards cultivating a unique asset for Grimes as well as movement towards developing the abandoned railroad line. Historic Grimes is a prime opportunity to develop and reinforce distinction and authentic character. Reinforcing a strong core in Grimes is recommended repeatedly in current plan documents, the 2008 Downtown Resource Center's assessment, and public and leadership input. The Governor's District represents a loss of investment if not maintained and refreshed. Although not a current priority, it could, like Pella, or like successful Main Street communities like Rapid City, SD, put small supports in place to reinforce its significant assets. These could include a civic services building, unique architecture such as the old gas station and old Main Street, lovable additions like the Quonset building, and the redevelopment of the Water Works District. This does not compete with other city districts, but rather would reinforce Grimes as a place with small town character and charm. It becomes the reason people visit downtown businesses. Main Street was spontaneously mentioned by 34 people as an important part of Grimes with untapped potential.





The Belt, Detroit by Library Street Collective



Dequindre Cut by Detroit Riverfront Conservancy



The Belt, Detroit by Library Street Collective



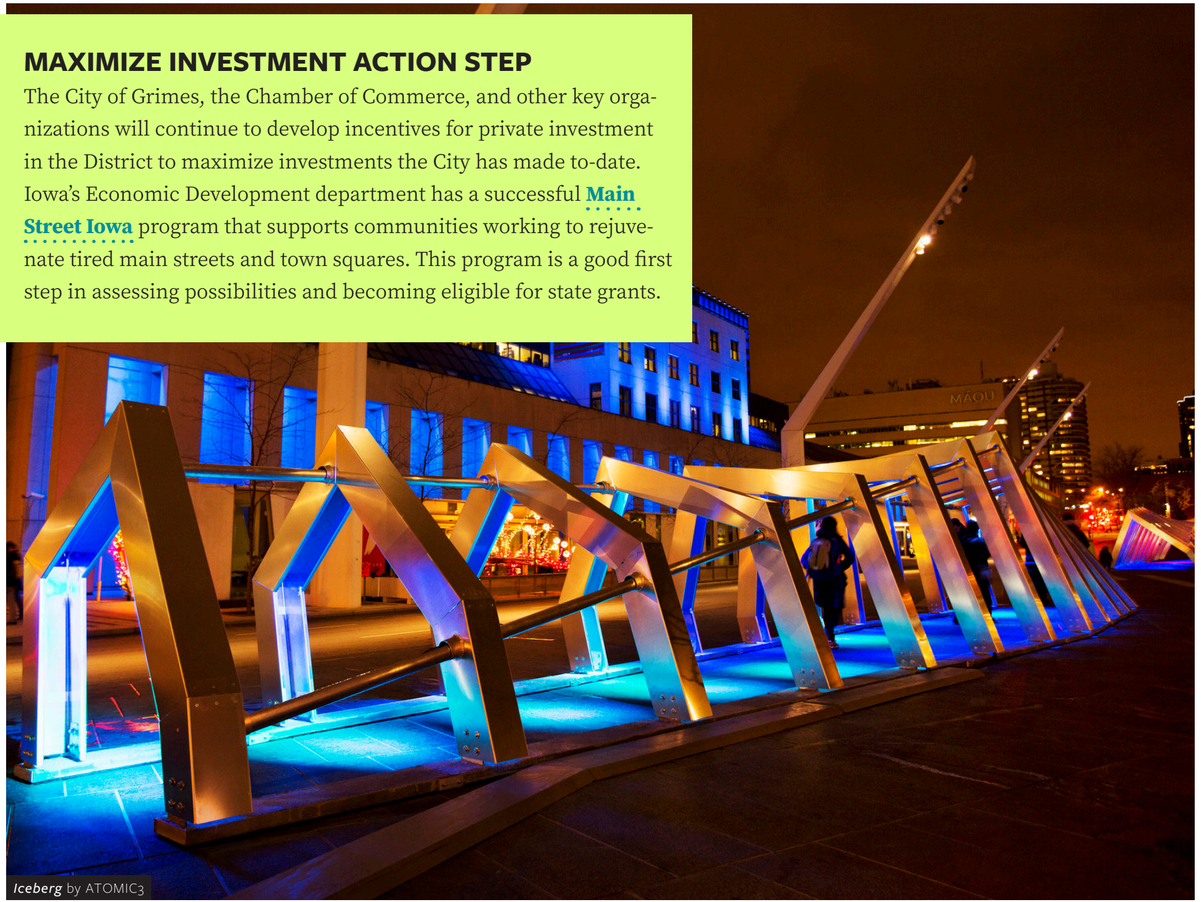
The Belt, Detroit by Library Street Collective

Possibilities include:

- Creating a Governor's District gateway to kick off use of the water tower as a defining symbol and anchor Grimes in a forward-looking sense of its history
- Connect trails and parks through the recently acquired railroad line
- Continued support for the farmer's market
- Installation of smaller activations such as a mural alley in gaps between historic buildings
- Expanding and incentivizing local food and business options
- Cultivating the public spaces in the Governor's District to encourage its adoption as a place for civic life to meet

MAXIMIZE INVESTMENT ACTION STEP

The City of Grimes, the Chamber of Commerce, and other key organizations will continue to develop incentives for private investment in the District to maximize investments the City has made to-date. Iowa's Economic Development department has a successful **Main Street Iowa** program that supports communities working to rejuvenate tired main streets and town squares. This program is a good first step in assessing possibilities and becoming eligible for state grants.



Iceberg by ATOMIC3

HIGH PERFORMING ORGANIZATION PROVIDING PROFESSIONAL EXCEPTIONAL SERVICES

Sustainable Systems to Support Art & Culture

The Belt, Detroit by Library Street Collective

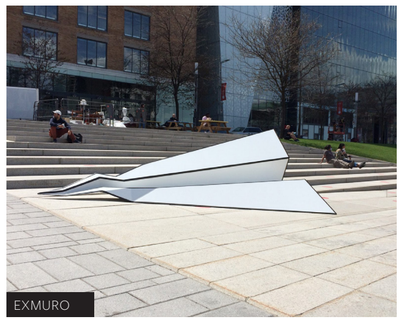
Recommendation: Activate Placemaking Themes

Placemaking seeks to shape public spaces to meet the needs and aspirations of the community, capitalizing on physical, cultural, and social identities that define a place and support its ongoing evolution. Grimes is rapidly developing and therefore has huge opportunities to develop its own unique character and distinction. Arts and culture will maximize existing resources and highlight the reasons people choose Grimes, amplifying Grimes' distinction as a socially-connected, welcoming and beautiful community.





Dequindre Cut Urban Rec Path by Detroit Riverfront Conservancy



EXMURO

ACTIVATE PLACEMAKING THEMES ACTION STEP

Public art installations and programs approved by the City of Grimes will reflect placemaking themes. Additionally, private developments will strive to address the themes in large capital projects.



Boardwalk by Gang

Recommendation: Funding Arts & Culture

Sustainable and diverse sources of funding, K-12 arts education, new programming for existing or adaptive venues, and a healthy entrance of new roles and perspectives in the shared work support future growth. Access to funding sources beyond the city, including governments, private foundations, and corporations, are also vital. It is widely understood that private and corporate support for arts and culture has room for growth.





Basketbak Court by Ill-Studio and Pigalle

FUNDING ARTS & CULTURE ACTION STEP

City of Grimes Funding

The City of Grimes will devote funds to arts and culture on an annual basis. The City will consider sustainable approaches to funding the arts including annual set-asides or Percent for the Arts. Percent for the Arts is a type of initiative, often passed through a city ordinance, where a certain percentage of the budget for large public or private developments are allocated to fund public art selection, creation, and maintenance in the community. There are many variations of the model and sample ordinances, but it is an important tool used to ensure that a community develops with distinction and enhanced livability. Residents appreciate community-building activities and there needs to be systems in place to provide funding for such projects. The City of Grimes review other successful small Midwest communities including River Falls, WI and Hailey, ID as well as many other examples of communities that have enacted some version of this policy.

Grants

There are many grants the City of Grimes is well-positioned to access. Bravo Greater Des Moines is the only local arts-funding organization, but many projects could be supported by other granting agencies including Prairie Meadows. The Iowa Arts Council has several annual grants available. In addition, the American Rescue Plan Act (ARPA) will bring in millions to the region both the city of Grimes and county. Projects supported by the ARPA funds should seek unique designs that offer a point of pride and distinction for the community.



Square Universe by Esther Stocker



Prismatica by RAW Design



Murals in the Market Artist: Lunch Money

FUNDING ARTS & CULTURE ACTION STEP

Public/Private Partnerships

The City of Grimes is already quite adept at partnering with developers for implementing quality of life amenities including a parks and a sports complex. Negotiating for public art integration into large capital investments is a natural extension of amenities a developer could be asked to support. Additionally, many businesses and individuals are likely willing to donate to an installation or program that has a strong concept at the ready.



Recommendation: City of Grimes establish a Grimes Art and Culture Advisory Group

Purpose of The Grimes Art and Culture Advisory Group

The Grimes Arts and Culture Advisory Group will support the City in enhancing the quality of life for the community. Arts and cultural activities are recognized as vital components of community life, understood for their economic benefits, and are vital in maintaining a vibrant, unique and distinct identity, as well as a socially-connected community.



Conversation Wall by Daily Tours Les Jour



Knotty Sidewalk by CMG Landscape Architecture



Inside Out Dance Studio by Kristen Jacobson



Inside Out Dance Studio by Kristen Jacobson

Roles of The Arts and Culture Advisory Group

Public Art

The Advisory Group will advise on the City's public art program which activates artwork on public property including city parks and neighborhoods. The Advisory Group will periodically review the capital improvement program with staff for inclusion of works of art in various projects. They will also support the city with methods for selecting and commissioning artists with respect to the design, execution, and placement of art in public places. They will advise staff on the selection and commissioning of artists, and the suggested funding amounts to be expended on art in public places

Arts and Culture Master Plan

The Advisory Group will guide the implementation and updating of the Grimes Arts and Culture Master Plan by forging partnerships with elected, business, and other community leaders including those from the Grimes Chamber of Commerce, the school district, developers, and faith-based organizations. The Advisory Group will continually assess gaps in arts and culture programming and seek to find ways to address those gaps.

Arts and Culture Ambassadors

The Advisory Group will advise the City on arts and culture activities, serve as ambassadors to the community, champion local artists and art and culture organizations, and advocate for funding and policies to promote arts and culture activities in the community. The Advisory Group will work in concert with other boards and committees of the city to align with key civic goals and strategies.

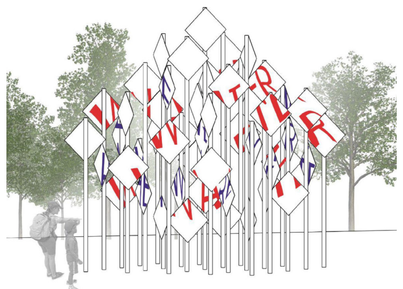
Recommended Advisors

All advisors will be appointed by the Mayor and should be representative of the diverse makeup of the community. Membership could include an architect or landscape architect, visual and/or performing art teacher, business leader, two local artists, community members at large, Chamber of Commerce, developer, elected official and staff representation from the city, parks, and the library.

DEMONSTRATING POSSIBILITIES



Murals in the Market Artist: Ben Hall



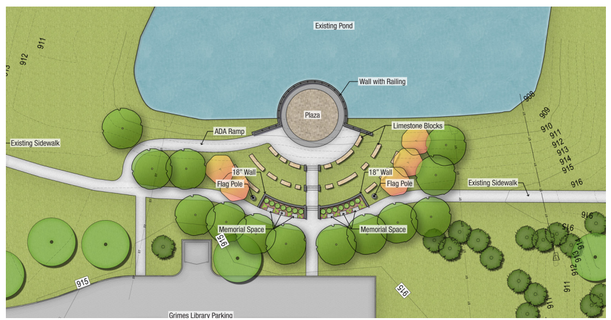
Water Water Everywhere by +/&



Collier Memorial by Höweler + Yoon

The City of Grimes commissioned concepts for Water Works Park and the Military Memorial park. These concepts are immediately actionable, and include professional designs integrated with existing plans and engineering.

For each project, three artists were commissioned through a competitive process to develop site-specific proposals within a specified budget. The City can choose to enact any of the proposals, but for each project, one proposal was selected with key stakeholders as the jury. The chosen, vetted projects will be included in this plan as primary recommendations.



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City of Grimes

Grimes City Council
Grimes City Staff

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APPENDICES

Survey Results

What drew you to live in Grimes?

Family
Proximity to Metro
Close to DSM
Schools and size of school compared to other suburbs.

Schools and small town feel
close to work
Small town community feel
Work
The smallness of the town, but also watching the growth is phenomenal!
Moved here in 1991 for my husband to attend Des Moines University.
Close to work
Smaller town living and close to everything.
The small town feeling
Small town atmosphere
School system, small-town feel with proximity to the Metro area
small suburban town
Closer to work
Small town feel. Friendly people.
It's growing, kept up nice, clean
Proximity to work
family
Was impossible to find a house in my budget in Des Moines
My husbands employment.
My husband lives here
Location

The school district and size (not too big!)
Location
Schools and neighborhood
Family
chance

Small town feel, close to the city
Affordable housing
Grew up on a farm outside of town
I live in Parkview.. it was a great school district (Johnston) and the park is very well maintained
Small town, incoming Walmart, incoming YMCA
Small town feel
Location for commute
Small town closer to bigger suburbs
Parents
The big city places to buy groceries and other items, but the small town feel.
Cheaper quality housing 10 years ago, now too expensive
Smaller town feel but close to the city
Work
Small town yet close to city. New business growth and infrastructure. More house for less money. Cute small town feel.
Nothing specific. We just came across a house we liked.
Quiet small town vibe close to good schools and the bigger city
Small town feel close to everything
Grimes United Methodist Church
Small-town feel
The small town feel, and the school district
Proximity to work
Family
Location
School district, location
Job relocation needing flexible schools and Amateur Radio friendly.
Location / Close to Des Moines
The small town feel and excellent school system
Smaller community
location
An available home in our price range.

Work
Small town living close to the city
Small town feel, close to the city.
Work opportunity
Affordable housing
House on a pond and small town feel
Small community that was close to work
Small size community, which the leaders are wrecking
School system for my children
My husbands job.
Found the perfect house
School district and low crime rate at the time.
Small town but close to bigger cities
Grew up Here
Small town feel, but close to dsm
Small town feeling.
Small community living right next to all the amenities.
Townhome I liked
The location
I was born here
Smaller middle class community with good schools for the kids to grow up in - this has since changed significantly
School district
Thought it was a small town and school district (did not realize the growth…)
Community
The small town feel, yet close to the metro
It wasn't so busy/ crowded
Love the area/schools
Smaller Des Moines suburb
Small town community
Small town feel school system
Small town but 15 min to anything
Small and quiet
Smaller town with good schools

Grew up here, wanted to raise my children here
Job relocation
We could get the same house style at a reduced cost.
Small town feel, trails & a great school system
It's where I grew yp
Small town
The small town feel
small town feel
Old friends and a job in Des Moines
Its location.
The right house close to my job in Clive.
Small town feel
Small town feel but close to city
Small town feel and close to work.
Small town feelings with all amenities close by.
My daughter and family live here and moved to Grimes to be closer to them.
Open ranch within 5 miles of my office
Friendly community
Close to family
The "small" School System
Location to work and lots of young families.
Ive lived here my whole life
Small town feel while being close to everything
Quiet, safe neighborhoods
What we thought would be a good school district and small town feeling while being close to city access.
Small town feel
Affordable housing and close to work
That it was a small community with a good school district.
Convenients of everything around but not being in a big city
Location, good schools
Small town feel
It was a small town when I moved here.
House

My job
Small town.
Husband grew up here-small town feel
Schools, size of community
Moved here in 1990 with my parents, moved away after graduation. Came back 11 years ago when grimes was still (small town feel)
The small town feel with the amenities Close by. The amazing school district.
I grew up here.

Small Town Feel that is still close to Des Moines
I wanted to raise my kids in a small town so opportunities for them to play sports would be available. I grew up in Logan, IA.
The new development our home is in
The school district
At the time it was cheaper than Johnston
Small town feel
Location/commute to work
I don't live there
The small town feel without the extreme costs of living
House that fit out needs and we loved the stats that most were home owners and not renters.
Little town- not too far from des moines
In 1981 it was the closest town toms husbands work. At the time it was a nice small town and yet we just had to drive to the interstate and get anything we needed or any kind of entertainment.
The trees and proximity to several neighboring communities.
Proximity
Small town feel and excellent schools
We found an awesome house at a great price.
"Small town feel.
"
1700 NW 8TH ST
Location
School district
Location
Small town, safe community, great school district
School system
The size at the time
Proximity to DSM. House for the money
It is closely located to medical services, offers great schools and still represents small town values.
small town (small class sizes) close to a big town
Small town feel but close to the city
Amount of house we were able to get at a decent price; growing community
my wife
The schools and the lot on which we built our house.
Price
Found a cute house with the kitchen the size I wanted.
Convenient halfway point between both my and my husband's workplace.
Also, we can get more house for the money here than other Des Moines suburbs
The large portion of homeowners vs renters and apartments
Small town living.
Small town feeling
Small community good schools
School district
Small town
Family
Family nearby
Small town
Small town feel, not so much now
Location
At the time, more house for the money and location.
Heritage town center plans
Move from Wisconsin
Small community 20 years ago.
Small town feel in big city suburb
Small School Size
Small town atmosphere.
small town with easy access of Des Moines
Less expensive 20 years ago
Proximity to work
Grew up here
Close enough to des moines, but closer to the country. Also family.
My grandchildren
My grandchildren
My grandchildren
Moved from the south side of Des Moines, was looking for a smaller city and better schools.
Smaller schools and community
Location to work
Close to employment, small town
Small town-- away from Des Moines- good schools
Small town feeling
We were drawn to Grimes due to the size at the time (6000 residents) and the great school system. We lived in Windsor Heights and wanted to live in a safer, smaller environment for our children.
The opportunity to buy our first home, close to where I grew up. Small town, but not too small. Good place to raise kids. Close to metro area.
Small town feel, big city conveniences
At the time it was your Home Base Iowa Program-Not anymore
Small town feel near the city
Work
Small town feel, but close to Des Moines
Living close to family

What is iconic about your community? If Paris has the Eiffel Tower or a truck brand has reliability, Grimes has ...

Water Tower
warehouses
Grimes sweetcorn
Nothing. Unfortunately the creepy Gov. Grimes metal piece at the sports complex is becoming too well known because it's creepy. Suggestion: Move the eyes to the center of his sockets and it becomes less creepy.

???
growth
Good people
small town feeling
Grimes has potential!
Two water towers
Proximity to jester park; canoyers
Small town feel

Water towers
Friendly people, great schools, awesome parks and recreation programs
Grimes sweet corn local
Amazon, Skyzone, lots of schools
Sweet corn

We are all neighbors here
Nothing really, but it's a small town. Maybe the Grimes metal sculpture?
I guess the water tower.
The creepy eyed guy by the school
rapid growth

Small Town Feel with City Amenities close by
Water Towers
The Corn Patch. :)
Stevie C's
"nothing
"
Mr. Grimes face sculpture
Friendliness
Small town feel

The creepy mr grimes statue that has eyes that follow you
Amazon
Water towers, corn patch
Astronomically high taxes
Good people
Cleanliness
Good neighbors
The water towers.
The downtown area could be redeveloped into something really spectacular.
The water towers although ever-present, are not a pretty "icon"
Heavenly Delights
The cleanest Wal Mart around and a bad intersection for crashes at SE 28th and 141
The smell from the treatment plant
The water tower
That one water tower
Governor Grimes sculpture

Growing pains
That ugly statue at the sports complex? Way too many convenience stores?
Either the red/white water tower or the creepy-eyed sculpture at the Sports Complex.
Two water towers
Corn
??? Not sure sweetcorn!
Wallace farm
Sweet Corn
Nice people.
Nothing
The ability to double in size in less than 20 years.
The small town feeling in a growing successful city
The Corn Patch
Side by Side water towers
The water towers
The water tower, never ending construction on 141
Community
Nothing
Friendly people
high taxes with nothing to show for.
Water tower
Sports complex
Variety of businesses
Govenor Grimes and the water tower.
Heavenly Delights
Small town feel
Hometown feel. Small community that's close to everything.
Decent schools, somewhat still small town feel and the creepy guy on south James street
Creepy giant head of our town's namesake
Water tower
The gross statue at the south sports complex? A million warehouses?
Water towers
The weird governor statue at the sports complex
Nothing yet
Sweet corn
The best people
Small town atmosphere
Heavenly delights
An older and newer water Tower (and another on the way)
Nothing
High taxes and expensive water
friendly people
A strange statue
That hideous Grimes iron sculpture. Not a good use of community funds. It's Embarrassing.
A lot of convenience stores! Community that cares.
The schools
Great schools
Heavenly Delights
friendly people

Water tower

Veteran rock
Sweet corn
Friendly supportive neighbors
The best people living here. Everyone is so friendly and helpful.
Grimes has friendly people who appear to be looking for ways to engage in the community.
Nothing. The water tower?
Not much
N/A
Warehouses
I'm not really sure yet. Half our time has been in quarantine.
Fortune Garden!
heavenly delights
Good question, I have to give that thought

The old farm by the cemetery - love it!

Great public amenities (Sports Complex, Library, Trails, Parks)
City of Apartments
3 Casey's

main street
Fortune Garden

Ice cream shop
Nothing
Town center-to be
The creepy statue that looks like Abe Lincoln
Nothing really
The old water tower.
Becoming more independent
A rural suburb
Grimes Sweet Corn
A lot of gas stations.
Friendly people
Close knit community
The horrendous Grimes bust on James St.
Sweet corn
Industrial/Commercial concrete form buildings.
Warehouses
No dog park or pool...Iconic
It's water tower and that farm by the community center
The ice cream shop and great trails.
soul
sweet corn
Creepy head statue
Friendly neighbors
An old water tower that isn't used in any of the cool ways it could be!
Ummmm nothing amazing yet.
Clean and safe neighborhoods

Warehouses
Nothing I can think of
A huge statue at the sports complex?

nothing
Road construction
Generosity and Grimes Sweetcorn
homogeny (but that's not a good thing)
The Corn Patch!
Governor's Days
nothing
The water towers, great schools, and an amazing community of genuinely wonderful people.
141
I wouldn't say it's iconic, but for nonresidents, Grimes is known for our sports parks. For some residents, they identify with our old water towers.
Not much right now... water tower?
Greats schools

Great people
mustang
The weird guy statue at the south sports complex
Nice people

A lovely public library
Water tower, stevie c's
community
Sweet Corn

not sure
Creepy, ugly statue of governor. Needs a mask
Community
Nature
Sweet Corn

Easy access to many locations within a mile.

The ugly Grimes creepy wire guy and too many pampered people. Not open to diversity of people living in multi plex homes of $250k or less. Not inclusive, unless the know the person of color. That's canned racism. I'm out when my daughter graduates.
I can't think of anything
A wonderful farm in the middle of the city
Friendly neighbors

Strong community involvement, community events, feeling of safety
A water tower
An ugly creepy statue at sports complex. Lack of proper infrastructure. Stop lights!!!!

water tower- or that creepy statue of Mr. Grimes on James Street by sports complex
Friendliness and welcoming
Compassion. I think the residents of Grimes are truly passionate about making Grimes a safe community to grow a family or retire. We have residents that are truly compassionate about helping their neighbors and community.
The typographic double story lower case g sign on 141. and the water towers.
The flyover
Governor Grimes Statue & Governor Days
An undervalued old small town main street
Nice walking trails
potential for growth
That random old looking water tower

What are your favorite “best kept” secrets in Grimes?

Small town feel
Asian Cuisine, The Library
Uptown burgers
Not sure

Uptown or mustang grill
asian cuisine - best chinese food hands down
Mustang Grill
friendliness
The wonderful restaurants in town.
The remaining farm at the south end of Main Street. Would love to see this made into some sort of nature place/gardens. Brenton Slough for nature lovers.
Lightbrite coffee
Graet location
The parks and trails
Heavenly delights
Heavenly Delights - best ice cream, Grimes library - great books for everyone and indoor activities for kids

None
The walking paths.

the library
Don’t have any
Small business, bike paths, close neighborhoods.
Governor’s Days, The Radish
Heavenly Delights, Grimes sweet corn farm

Rolling Wok. Affordable sports programs for young children through city.
La Hacienda Vieja, Fortune Garden

The bike trails
Stevie C’s pizza
home town feel
Uptown’s food, mustang grill’s BBQ
The library!

Corn Patch, Pour Choices, Pinball Arcade
The nicely kept trail that runs through the middle of town next to the creek

Library and good helpful neighbors

El Huapango Mexican restaurant
Library
Uptown Bar and Grill
Library
The library!
I haven’t found any yet.
Uptown Bar and Grill, Heavenly Delights, the Grimes Community Center
The people
Governor’s Days, our downtown.
Grimes South Sports Complex
Kennybrook Park, trails, Heavenly Delights

Library services, heavenly Delights, Asian cuisine, Grimes Volunteer services
Nothing is a secret anymore. You’ve let the developers change the town to just another suburb.
Finish Line
Walking / bike trails
Fishing ponds and bike trails. Small library and heavenly delights!!
Heavenly Delights

Small town feel not far from downtown DSM
The barber!
Community support
Stevie C’s
The ex public work director
Growing bike/walking paths. Variety of new businesses, restaurants. Less need to go outside of Grimes for most needs.

The arcade
It’s a secret

Grimes in general
Its not the getto
Our library, Luke’s coffee and our Ice cream shop!

Don’t have one
Heavenly delights and Asian Cuisine
Bike trails and parks
Local places to eat
The Radish and the ice cream shop.
Not many secrets anymore but breakfast at uptown grill and dinner at corn patch
Nothing

Corn patch and heavenly delights
Heavenly Delights
I’ll let you know when I find it…
Small businesses

The walking trails, if you can get to them.
Library, rolling wok, parks

No town cops
None
if I tell you, it won’t be a secret and then everybody will want to live here
Stevie C’s
None that I know of. Very few amenities for the size of our town. No swimming pool and very few tennis courts.
Tru 2 U Nutrition
Heavenly delights, home town feel
Friendly people
Heavenly Delights. Uptown Grill, Methodist Church Sweet corn feed, the library, Heavenly Delights
Older residential area of grimes
Heavenly delights.
Mustang Grill, Heavenly Delights, Corn Patch
Uptown bar and grill
Ice cream shop
Exploring Little Beaver Creek
The little restaurants.
“Grimes has an outstanding public library staff who make the most of something that is growing inadequate for the growing population
“
Honestly I don’t know. There don’t seem to be many or any amenities here - or haven’t discovered any in my year here.
Still a secret to me
Heavenly Delights, Mustang Grill
“South Sports Complex

Its a True Community, not a suburb full of random people

Quick Star”
Again, not sure as we’ve lived her less than 2 years.
Fortune Garden lol
trails around town

Grimes is like part law enforcement community. So many PCSO, jail officers, DMPS, ISP and other various law enforcement call Grimes Home and it's amazing and helps us feel more safe with them just being part of the community
The walking paths
Old downtown Main Street
I don't keep secrets.
High School Principal is AMAZING
The Facebook page for the city of grimes. It's cool seeing everyone come together.
Still feels like a small town
just moved here I dont know yet
It's caring people

Nothing
Library!
Parks, churches
Nothing
The amazing schools.
The small town feel and glorious, quiet walks on north and south James Street.
Heavenly delights
Mustang Grill
Grimes has 2 very nice sports complexes.
The quaint main street
I love our parks
Fortune Garden when open, our Library, our small town feel with easy urban access.

There's going to be a new library
We have outrageous cost to live here....best secret!
The community center activities

NA
If I told you they wouldn't be secret LOL
The walking trails are awesome!
Trails
Locally owned restaurants
The arcade, the library, and the corn patch.
Heavenly delights, beautiful trails
Heavenly delights
Food depot

Nothing I can think of
Church, Stevie Cs and Hacienda Vieja
An amazing sports complex - better than any in the metro
none
The parks
The adult sized changing table at the Grimes Community Complex.
used to be the small YMCA; open community center; sports complex with so many options all in one spot; Governor's Days; Asian Cuisine; parks and rec programs for young kids
If I said, it wouldn't be a secret
??
sports complexes
The people. Best neighbors I've ever had.
Kwik Star
Heavenly Delights - our locally owned ice cream shop.
Lots of good walking/biking trails
The community center

Uptown tacos and burgers, oh and $4 compost from metro waste
Good neighbors

Public library, trail accessibility (for us)

Stevie c's and now uptown
ice cream shop
Trails - easy access to other Des Moines metro
Walking trails
not sure
Stevy c's and uptown
Bomgaars!!!
Trails & Parks
Heavenly Delights
No secrets. Just a great place to live. Friendly people around every corner.

Heavenly delights?
You can breath
Trails

Heavenly Delights, Martial Arts America, Mustang Grill, Main Street
Recreation: skyzone, arcade, Emerge, Climb Iowa
None
the library is a treasure,
Stevie C
Corn Patch Restaurant
We enjoy the trails system in Grimes and especially during this pandemic have utilized the trails to run, walk and bike. There is an opportunity for even more expansion of the trail system but the trails are a safe place to exercise and enjoy the sights of our community. We enjoyed the Y when it was here and would appreciate a similar health facility that encompasses all age groups that provides childcare for young parents.
The rail road to no where.
Main street
Food Depot, Heavenly Delights, Kennybrook Village
Locally owned ice cream shop, old main street, the bike path that loops around town

The Grimes Public Library, The Grimes Community Center, Luke's Coffee, Jazzercise and Martial Arts America

Name a place in Grimes with untapped potential. (You've always wished that...)

Waterworks Park
Sections of town were laid out with clear vision for future development and not jsut bland color boxes with no intent.
Bike trails connected to other towns
Business area on Main Street. Get rid of non commercial buildings and develop this street like Valley Junction. Need a tunnel under or bridge over 141 for pedestrians to bike or walk safely to other side.

Pool or splash park a few more family style restaurants
Grimes had better sit-down restaurants

I've always wished there was a swimming POOL in Grimes ever since my children were young. Now my grandchildren need a place to swim. I also think the original parks in Grimes need vast improvements. They can't be made bigger, but could be better quality parks. Also, we need parks just for relaxing, more benches, more trees, more flowers, more ponds. Not everyone is sports minded. A place to hold concerts.
We had a dog park. More young people are moving to Grimes and annoyed about the lack of dog park. This could also attract income from Johnston and other towns with no dog park.
More restaurants
The community center had more amenities, like a pool
We had a pool
I have wished for a great local brewery and more direct connections to bike trail networks
library - please move forward with new one
More healthy take out food options
Grimes would open a large gym.
"Bike/walking trails that connect the whole town, bike racks at shopping/dining centers.

Grimes needs a dog park, with specific sides for large and small dogs. Also need to put poo bag dispensers and receptacles all around town. Too many people leave dog poo and bags of dog poo laying around.

The giant dry dirt retention hole next to my house, it's an eyesore. It could be a lovely pond or filled with some kind of plants to make it more attractive to birds and animals. I was told it was going to be a pond before I bought my house. That was a buying point for me. So disappointed to see that's not the case.

A permanent burn ban would be great, with tickets issued to violators. My neighborhood is filled with smoke everynight. I never get to enjoy having the windows open.

We also need more outdoor focused shops/restaurants/entertainment. Outdoor seating for drinking coffee, having lunch, chatting with friends, outdoor dining restaurants, walk up to a window to pick up your items from a store instead of having to go inside. See any vacation destination town for ideas. You could close down main street to vehicles and make it pedestrian only. Encourage people to spend time outdoors by designing the town that way. Move away from the car centric model and make town more pedestrian friendly.

Mixed use housing districts, to encourage mixed demographics, working/retired, old/young, kids/no kids, etc.. Shops with condos above, stores and entertainment. It would also encourage people to spend money in their own town.

Give people an experience and a reason to spend money here and want to live here. (See Somerset in Ames or Prairie Trail in Ankeny, any old town with a town square, the East Village in Des Moines, Waukee.) "

we could make Johnson's gas station in to a brew pub!
I've always wished there were new locally owned nice places to eat. Eatery A, Centro, places like that. Not corn patch or the radish
Downtown business- small business
A downtown bar/restaurant for grown ups
Live country music venue
Heritage had a brewery
Main Street - we need a downtown area, let's revitalize what we already have!
The Library & Parks are underutilized
The area undeveloped by 141 would be an area similar to Prairie Trail in Ankeny!
A bowling alley or rollerskating building
quality rain run off plans
We had more places for large group activities (weddings, parties)
There was a dog park and a pool

We had a diner or a Main Street that wasn't half abandoned buildings.
We had more festivals like governors days
Heritage town center
In between grimes and Dallas center
Taxes were lower
Shawver Park I believe would be a great place for a dog park. It has huge open fields.
We had our own police department
"Downtown. I would live to see more shops and unique businesses.

I would also like to see more fine arts. Outdoor concerts, local theater."
Library needs to be bigger and updated.
"The downtown ""mainstreet"" should attract more retail…more polished facades, more of a ""picture-perfect"" downtown mainstreet.
"
East of 141

We had a Steak and Shake and a Hardee's
"Grimes would
Get a water park"
I wish our downtown was better. A better library (is this still being built?)
The west side of Corn Patch was painted in some sort of USA theme mural
Main Street- wish it was more of a destination
More parks and bike trails
Grimes had a swimming pool
Our library could get the larger building that has been needed for a growing community for over a decade
People.would move away.
We had a community pool
Area by library, music venue, city center something for teens (tweens)
N/A
We had an aquatic center, dog park, trails that connected to area trails, more diversity pool

Community center

We're getting there
Live band venues with dancing

Pool
Sports complex, plenty of room for a splash pad. Also a place where people can meet for food and drinks, maybe music or movie nights. I have more details, not sure if they should all go here. I can elaborate more in you want to know.

sports complex could use some disc golf
More businesses would come to the west side of town. I avoid 141 so never

get to stop for coffee in the am.
Parks in the new heritage development and SE side
We had a dog park!

Our bike trails connected to all the cities
Glenstone Park
A park with a public pool or aquatic center.
Main Street
We had a swimming pool

The veterans memorial- it's like an afterthought
More sit down restaurants
A police force! The sheriffs dept hangs out at the FD and Kum and Go all shift. It would be nice if they were in the neighborhoods and schools!
Bike trials connect! To other towns too, and out to the HS
Movie theater
Pool
Our trails were better connected with each other.
Get a big coffee shop
We had more restaurants like Panera or zmariks
The water treatment plant didn't stink
Make first street more inviting
our parks
Something with a large tax base so my real estate taxes will go down..
We need more tennis courts and frisbee golf areas. A dog park would be great.
A local diner and bakery
Land that can be developed for family interaction - a pool!
Swimming pool
We had a splash pad or pool, expanded offerings for Governors Days for entertainment
restaurants, pool/splash pad
There was an aquatic center
Main Street/ Uptown area has a lot of potential.

Main Street could be so much more.
Dog park

Our main street could support boutique shops, regional trail connections.
More community events
A non profit foundation that addresses the needs of all residents in the community
No clue . Are there parks here?
Need more restaurants
Needs more restaurants/food places, playgrounds for kids, shopping
"1st street. Modernize / widen 1st street.

East of Heritage. Beverbrooke should cross 141.

Our public parks actually had bathrooms and parking! So strange that none have restrooms and at least 2 don't have parking stalls. "
The main street would actually have businesses I could shop in rather than just services. Not sure that Grimes really has anywhere to shop (boutiques, clothing, decor, etc)
The "old" part of town (by McDonald's, behind the radish, etc)

Grimes had Soo many parks, we need a good size dog park in one of them
Main Street has so much potential and seems overlooked as a growth opportunity.
Downtown Grimes (Main Street)
More businesses
Let's put in more family places like restaurants and places for families to hang out instead of apartments and more damn sports facilities to divide people and create even more clicks.
We had a dog park!!!!
Adding more businesses to main street area and adding more nice (not fast food) restaurants
more food options
The downtown area.

We had a water park and a dog park pool
Water tower park.
We need a public pool
We need a community pool
We would get a water park, more family amenities
We need more parks and community spaces. We lack the green infrastructure.
We had a pool. Wish our "downtown" was more!
More shopping and unique bar and grill options. A similar West Glen area in grimes
Grimes had a Hy-Vee
Main Street is super cute! Why are we not bringing in new shops and restaurants into those old vacant buildings.
A community pool in the very large Glenstone neighborhood park
Would love to have a local brewery/wineary
We had a small town coffee shop/bistro. More outdoor dining, live music options at local establishments. Cultural celebrations.

Lots off Main and NE 7th, great for a dog park or disc golf course along and through the trees to the back side of beaverbrooke park
Main street - more boutique shops could make it more fun.
Dog park pool something that shows that we are a community that is not gonna keep wasting money on nonsense things and raising taxes or our water bills for no reason
The farm by the community center stays as historical and beautiful as it has been.
NA
"I wished we would use our real downtown was promoted more. We need to be a mini Vally junction type place. Also I wished we had a local flea market like you can go to when your visiting out west.
"
There were more places to eat, especially breakfast. That there were opportunities for live music.

Dog park
Dog park, community pool, splash pads
We had a community pool.
Waterworks park was something more
More bike trails, sports bar/grill behind mercy one and anytime fitness.
bigger updated buildings/ restaurants on Main Street. Trader Joe's, five guys, stop light on corner of brook side drive and 1st street.
Arcade
Aquatic center pool

None. It's growing everywhere. Maybe enhance parks
We had more restaurants

"The park at the current library was better. The trails connected to the larger Polk County trails (so close).
There was an overall more expansive trail network.
There was a venue for outdoor concerts"
The farm on 6th and Main across from the GCC is an untapped potential. I would love to have community programs that allow for nature exploration, a return to agriculture and communicate our community's history.
...Shawver Park were expanded and had sidewalks to/through it. ...that we had more sit-down restaurant options. ...that the YMCA had been built. ...that we had a water park or splash pad or pool. ...that the library were indicative of a town our size (I know this is in the works)
Swimming pool
There was a good breakfast location; there was a Walgreens; a splash pad
all of it is untapped
Downtown
Anywhere there is land
Main Street. It could be very attractive like a Valley Junction if the financial investments were available.
Some good connections to bigger bike trails. Also would love some nicer restaurants with outside patio spaces. More retail.
The area by the cemetery. I would revive EXACTLY what they have and utilize

it for concerts, weddings and community events
We had a place for teens to hang out.

main street and community center
I could find a reasonably priced retail space to open a craft/fabric store
N/A

No trail leading to metro/major trails for biking

community center could be redone and have a community pool added
A city center with higher end retail and office
Chick fil A off of Beaverbrook and 141.
any of the parks not having a dog park
Don't change Lions park
Would not charge soo much for water.
There were more nice and casual restaurants, Dog parks, trail systems
Main Street had more businesses & more restaurants in town
The library was larger.
#NAME?
Dog park, Perkins, Applebee's, IHOP, Main Street is coming along
Restaurant diversity
Developed the Wallace farm into a community attraction/stage for concerts/ update one of the barns like In Johnston for gatherings/awesome area for families /gazebo/a beautiful bridges across the creak/family community friendly/skating rink/ something that the kids can count on weekly
Beaverbrooke was not so narrow. Restaurants. Not fast food, but restaurants.
I think with growth, reserving land for another golf course would be a good idea.
There would be more local shopping and good restaurants!! Not the mildew infested ones in town. Tear down the buildings a rebuild. Start a new era. An new look it will attract more people!!
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There would be more local shopping and good restaurants!! Not the mildew infested ones in town. Tear down the buildings a rebuild. Start a new era. An new look it will attract more people!!
We should do more to celebrate the businesses on Main Street and the other small businesses that could be put out of business by continued expansion.
Lion's park area.
Something odd seems to pop up in hard to get to locations
The recreation center had equipment for people to use such as weight machines, treadmills, elliptical machines, stationary bikes.
everything was kept local and steered clear of box stores and chains
Main Street was more welcoming, exciting place to shop and eat
With this pandemic, we have begun playing disc golf in surrounding communities. We would certainly like to see a disc golf course incorporated either in a developed area or even a newly developed area. Waukee for example has a course tied to Centennial Park, Dallas Center has a park/course, Ankeny and Polk City have similar courses. We see all ages enjoying this activity and the courses themselves take small amounts of upkeep once established. This is an activity that allows families to enjoy the outdoors and exercise including an activity that middle and retired individuals could enjoy as well. With all the new development occurring in Grimes, it seems to make sense for a developer to incorporate a course in new land development or the city to utilize existing parks or complexes to add a course. Also, I believe a Y or similar facility would allow all age groups to utilize. We used the Y so much for cycling classes, the weight room and machines to stay healthy year round. We truly miss this and hate the fact we have to drive to other communities to get this amenity.
west towards the high school.
Main Street
We need a bigger, better community center. More programs in the parks& Rec department
Main street and the old rail road
I wish that the old downtown on E Main could be developed to attract people maybe like Valley Junction
We had a library big enough for the population growth in Grimes

Splash pad closer to Heritage area

What would tempt you to move to another community?

Possibly
Failure for the city upgrade facilities to a level fitting our community (e.g. fire station, library, parks, city hall).
Lower cost of utilities and closer to hobbies (art classes, etc by community Ed)
A neighborhood where neighbors interacted. Lower residential taxes. Housing prices that are $20k less across the boundary for the same house.

more diversity and if it were to loose the small town feel
less construction, more restaurants, better shopping centers
Lower taxes
health
More income based or low income housing.
For me, I knew more people in Grimes when we moved here in 1991. It's growing too fast. I guess if Grimes became another Ankeny, I would want to move back to a smaller community.
More facilities - dog park, pools
Lower taxes
Grimes is losing it's small town charm
Na
Less traffic, lower property taxes
higher water rates - more crime - if we do NOT get iur own police force soon
Better take out food choices
Misuse of taxes.
"Living in a neighborhood that will allow me to fence in my yard to keep others and their dogs out of it.

The things listed previously.
"
Lower taxes
nothing
Better roads
To much growth
Grimes getting too big
cost
Tax abatement
More affordable homes
Being closer to work
Our lack of good, nicer restaurants and entertainment venues. We need a nice district - all the Grimes residents drive to West Glen, East Village or Prairie Trail for date nights and food thAt isn't from a bar or a chain or fast food place!
Death
if taxes get remotely higher. They are already obscene
Taxes
Local restaurants
To be in the country and raise livestock

Better roads, more law enforcement , more restaurants
If grimes loses the small town feel with all the development happening
Amenities
Lower prices
Lower taxes
More affordable housing and lower property taxes
Taxes, cost of housing
Getting too big or difficult to get around. Not thrilled about that enormous hyvee!
Property tax rates. School side particularly.
"More ""hometown"" events....Mainstreet Christmas festival/lighting of 'the tree', farmers markets, city ""fair"" or ""carnival"", etc...downtown shopping event (once there are more stores) during an evening open house with food trucks and vendors, There are tons of ideas. The first step is creating a ""downtown"" that people WANT to go to and want to shop in....the second step is engaging the downtown to work together and participate in events that are attractive to citizens.

It would be really cool for Grimes to host one event per year that would be ""known"" throughout the DSM area .... that didnt compete with other events.
"
More restaurants and things for kids to do.
The right priced house
Lower living costs
Lower property taxes, pool, better library
Unfair property tax increases, exploding class numbers at school
Not much- we love it here!
Lower property taxes
If my grandkids moved
A family need
Less people.
Lower taxes
More cultural events for adults, restaurants
Lower property taxes
"Diversity we have very little. More focus on the arts and culture not all about sports.
A community feel, Grimes is a bedroom community, "

More eating, shopping, cultural things to do
Larger lots.
Acreage property
Taxes and Water bill
Cheaper taxes
Fun senior activities, movie theater
nothing in Iowa

The increased traffic and our city's attempt to rival Ankeny with numbers of apartments
Pool
When I am ready to downsize.
Lack of family friendly restaurants
more expansion
If grimes gets too big. I didn't want to move to a big city.
Nothing
More food options, dog park, entertainment besides bars
Community center, ymca
Restaurants and places to hang out with my friends without having to drive over 20 minutes
Lower taxes
Lower taxes.
If grimes got too big or taxes went even higher
Fewer people
Acreage
Smaller, nicer people, less like an Ankeny-wannabe
More restaurants and amenities
I don't wanna live in little Ankeny...oooo and we don't have a police dept wtf?!?!?!?
Fewer people
We need more restaurants
Becoming waukee
Grimes is getting too big
Cheaper housing
More restaurants
Money
Lower property taxes
Nothing
Job relocation - or when my kids are done with school.
A medium sized city that had more amenities.
Lower taxes
More activities for families close by
The right house
Bigger home lots, better Park & Rec department with more offerings

Warmer weather

Location is the main draw.
Lower real estate taxes.
Small town feel
Cheaper taxes
Mountains or water
Only warm weather year round would tempt me to move.
Nothing unless my family moved.
Public recreational facilities that include a pool and lower taxes. Walkable Main Street or downtown with good healthy restaurants and art
Wide range of businesses available locally
Convenience of having everything within close distance.
PROPERTY TAXES
A job change for my husband or me.
Higher taxes
Amenities
Nothing
The city smells, and property taxes here are way too high without bringing anything to the home owner. Also, the water costs are astronomical, are inconsistent, fluctuating without clear explanation (the billing system should be improved).
I want to keep the small town feel
Tougher commute
Stop bringing in fast food and start bringing in restaurants
Yes

tax hikes and too much growth.
Less traffic, more wildlife
Too crowded especially 44 need freaking 4 lanes can't get out from Harvey ridiculous
Not enough family sit down restaurants, not many places to go do things and too many gas stations. Although I do believe there should be one out by the high school
Larger lots. The new developments in Grimes pack in houses. Need to mandate larger lot sizes.
Lower taxes, water prices
High taxes in Grimes
Traffic
Grimes becoming like Ankeny or West Des Moines. I want the small town community feel.
Lower taxes!!! More house for my money.
More entertainment in other communities
If Grimes got too Liberal
Water prices in Grimes are very high!!
We won't be moving
Family growth/4 bedroom house
I'm not tempted, I'm actively looking. Grimes has become very committed to its white privilege and refusing to recognize opportunity to accept a diverse cultural mix without prejudice. I have a child that open enrolled out if the district for bullying due to this. My kids are multicultural and biracial and we've experienced discrimination.
Lower taxes
Dinning options with outdoor patios, dog parks, brewery within biking distance, more activities within walking distance
Na
Lower costs and more to offer the The community instead of wasting our hard earned tax money....number one reason our house is up for sale. Grimes has lost a small town feeling and all that it was worth with no giving back to the community with all the crap that you have added to this town and wasted money on like the big huge Mr. Grimes posted by the school the excessive large businesses that you've allowed to move in and increasing our costs for our utilities our house taxes all non Beneficial to the residents that live here except for digging deeper into our hard earned money
Trees-we don't have enough shade when going for a walk
NA
"More things fun for older people to do besides sit and play bingo.
"
Houses farther apart and more trees and green spaces.
Lower taxes
If grimes got too big
A house.
More places to eat
Having better entertainment options and restaurants.
Location, price
Access to restaurants, long distance biking path
Less taxes, more convenient location, better amenities (pool, YMCA, etc), better priced utilities (why is water so expensive?)
Higher taxes and Grimes turning into Ankeny
The commute - 141 is terrible
Smaller size and a planned infrastructure. It does not seem like there was any forethought about traffic when all these new houses were put in. Why worry about the arsthetics of Grimes when we need a deputy to get up and down James in the morning?!
"Poor quality of education
Rampant racism in the community"
Inclusive parks
continued lack of and/or negative response to increasing diversity in the community; the schools not growing and changing with the times (i.e., continuing to function like we are a small, white town where everyone has enough money to send specially requested things to school -- "you need to send a gallon of milk for our event" <this is illegal, by the way> -- and all parents are able participate in middle-of-the-day donut parties and wax museums)
Lack of city planning, lack of vision for city/road infrastructure
Lower property taxes for the same value of home
nothing
If the schools went downhill
If Grimes doesn't not bring more businesses to the community
Access to more restaurants, retail, recreational opportunities.
Access to retail/restaurants. Super high property tax rates
Keep building more apartments/townhomes and raising taxes
"Smaller schools
Nothing for teens"
Nothing
lack of cultural experiences around my kids
Cost of housing
Move away from big city
Property Taxes
Diversity (lack of in Grimes)
Less crime
Community pool and family gym. Indoor sports and a park like walker johnston in urbandale.
Lower taxes/ water fees. Bigger yard
Bigger yard
delays on completing the heritage town center
Water and TAX RATES
High water price and property taxes.
Access to trails and pet friendly businesses
a job change
Nothing
too many large apartments
Less expensive and less "we have more money than you" people. Always need newer and bigger. I think we need to embrace the diversity we have. When you say Cultural, I think Celebrate diversity
Access to more restaurants, engaging parks
Growing so fast miss the really small town feel
Public schooling becoming a voice for leftist ideals. Safety concerns, cost of living
A variety of restaurants (good restaurants)
A variety of restaurants (good restaurants)
A variety of restaurants (good restaurants)
Grimes growing too much. Concerned about traffic on 141 and 1st St with the new development. Too many new houses and apartments will add to school sizes and lose the small town feel
Better parks and trails. Overall community resources.
Lower taxes. Better infrastructure!!!
lower taxes, better recreational opportunities, more restaurants, more trails
acreage

Increase in our already high property taxes
We have contemplated moving to another community upon retirement for two reasons - taxes and the lack of activities for seniors. Again, more trails accessible from Grimes and a facility that allows seniors to gather and have physical activity and classes are certainly items we are considering to determine where we will retire.
Not much. Warmer winters?
Better trails and a dog park
Lack of afterschool childcare programs has us currently looking
Traffic on 1st street
Lower price of houses and property taxes
The city's inability to think about what is needed for the future, infrastructure, roads, police department, schools, and the new Grimes Public Library
Closer access to shopping and quality quick service restaurants. Burger King, Pancheros and Taco John's are gross. Need something like Chipotle or a Chick Fil a closer by.

What do you find special about Grimes?

It close to everything
location
Schools
Easy to get around is about it. I grew up in a small town, county-seat town (pop. 4500). Grimes is not anything like the "small towns" I'm familiar with.

still small town... but close to what we need
neighborly
Governor's Days
small town feeling despite growth
Everything I need is right here. Fareway, Walmart, Aldi and Hy-Vee Pharmacy. Now all we need is a Hy-Vee and a few more family restaurants.
The school district is a good size right now. I like that there aren't that many students in the district. But I know this will change.

Small town feel

Great school district
Great community members
great bike paths
Nothing
The community togetherness.
Nothing, it is a cookie cutter suburb, with a bunch of strip malls and ugly gray industrial buildings. It lacks any distinct personality. There is so much potential though, that is why I moved here, I really liked the idea of the heritage town center.
Small town feel
the people
People seem to truly care for one another
It still has a small town feel
still feels like a small town
neighbors

Small town feel
Small town vibe
People
Home for 25years
small town feel
Small town feel
The safety of the community

Really love the community

That I can be 15 minutes from anywhere but still has a small town feel
High taxes
Some of the new businesses and restaurants we have coming in.
Access to metro and country
People
Location
"Honestly, its kind of lackluster right now (other than new development siloes)...However the potential is HUGE for what ""could be""

for example - why havent christmas lights been strung around the water tower during Christmas to create a lighted ""Christmas Tree"" every year?
"
Peacefulness
Still has a small town feel but going away sooner than later, taxes are going to get too high for the average income working class person.
It's growth rate
The people
The friendly people
Mainly the people- community is very important

Friendliness
The community
Nothing anymore
Public works is very responsive and prompt.

Small town feel
People came here mostly for a small town feel. Community is important.
people
We love our neighbors
People
The community
Still has somewhat small town feel.
The amount of hard workers that come from the community
Small town feel but close to Des Moines

Small town feel…but it seems like that is slowly going away.
The people
the small town fill work for me when I move here. Now its gone
Our library. Seriously, why is it so small for this community.
Close but far away!
Still feels “small town” but is growing so I hope that is preserved.

Growing community with such potential
Small town feel
The town and people.
Grimes has been home to 4 generations of my family
Nothing - Non-descript former farming community with minimal history
Small town feel
The sheer amount of road construction
Community

The amount of road work being done every year. I really enjoy looking for new ways to get to work! *sarcasm
Knowing people
The size
Smaller suburb
People still act as if it is a small town.
Small town feel
Feels small
Small and quiet
Still have that small town feel (for now)
the people
The schools
The neighborhoods are friendly. The school system is great with teachers who care.
Sense of community
Community feel
Small but large enough that everyone doesn’t know your business.
Almost a 4A town but feels like a small town
small town feel

Still a “small town feel”. Although that might be changing since it’s one of the fastest growing communities.
Growing community
Sadly not much anymore
The caring people
Friendly neighbors, strong sense of community.
The people
I believe the faith community is very strong
Nothing really tho I love my neighborhood . Looking forward to getting real grocery store.
People
Community
Some complain of traffic. I don’t. It’s still way more relaxing/peaceful than WDM, our previous residence. We leave Grimes for shopping, but glad to come home.
Lots of great opportunities with lots of great amenities fairly close.
Nothing bad really happens here. It’s a good place, and I’m really comfortable here

It’s growing but still feels small
We like the little Main Street, and think it would be neat if the city capitalized on it to bring more of a small town city feel to Grimes as it grows.
The community
Affordable housing
Growing too fast
It’s growing so fast

the town feels like a small town. This is how waukee use to feel and be until the last 10 years
My family is here.

The small neighborhood communities
Small town living.
Governors Days
Small town feel
?
We know many people. Most are accepting of diversity.
Location.
It’s a rural suburb
It is still a small quiet town
Still had a small town vibe!

Small town feeling while still growing economically
It has a lot of opportunity to develop its reputation to change the issues with diversity and racism.
Schools
Still feels very small town at times, both a pro and a con.
The heritage development Is nice

4-5 schools in one town that aren’t needed really nothing anymore you’ve turned this town into a mini Des Moines
Small town feel
Small town feel
It has that small town feel with big town style.
The location. There is access to other parts of Des Moines and suburbs.
People
Small town feel with big city amenities
We still have a small town feel.
Nice community
Small town feeling, lots of new housing growth. Clean town

Small community feel
It is so family friendly.
I DID find the size special
The feeling of neighbors / neighborhood
The ability to offer community input in the future planning. As a growing community, I appreciate that the planning group is seeking input from all stakeholders. I love how planning to include “truly” accessible changing spaces in new public spaces will offer improved access for disabled residents across a broad age range.
you can walk or ride bikes to get most anywhere you need
Parks and rec facilities, feels safe

schools
Again, the people.
Growth
Even though we’ve grown tremendously the past ten years, we still maintain a small-town feel.
Small town feel. Would like a nice compromise between that and access to retail/restaurants.
We have a unique group of people from old farmers and new tech people. We

have a melting pot of people and I like that
Retail options
Friendly people
small community feel
It still has a small town feel, even though we aren't a small town anymore
Community

The library and number of parks
Community
Overall safety, but its changing the larger it gets.
Small town feel
Walking paths and feeling safe in the community.
small town feel
Don't know after 22 years
Feels like home
Small town feel
Neighborhood
Homeiness
still has small town appeal even though business and rental housing has become excess
Used to be the size. I love fareway.
It tries to maintain a small-town feel, though this is quickly being lost with all high residential building.
People still smile and say hello
It has everything you need but isn't over commercialized like what is happening in Waukee. There is still a hometown feel.
Such a nice safe community
Such a nice safe community
Such a nice safe community
Lots of parks, great schools, feels very safe
It has retains some small-town features--I know people throughout the community.
It's still a suitcase town!
friendliness of the people

Friendly as hell neighbors and community
Neighbors
The people in Grimes are wonderful. We have a fairly low crime rate, great school system, and helpful neighbors. We are very happy we chose to move to Grimes 23 years ago and it has been a great community to raise our children.
Good mix of residential and commercial properties.
The people
It still has somewhat of a small town feel to it.
Small town feel with access to everything
Small town feel, but we're losing it
Small town feel, outstanding and thoughtful neighbors, activities for families at the Community Center and Grimes Public Library

Where was your favorite place to play when you were growing up?

park
parks and neighbor's home
NA
Backyards, but backyards in Grimes are sized so small by developers that there's barely any room for kids to enjoy their yards.

park... a few of ours around town need some updates. Like waterworks
my backyard
Bandshell Park, Ames

I did not grow up in Grimes.
I grew up in upstate NY in the Catskill Mountains. Playing in the woods was my favorite place to play.
Pool, nature
Did not grow up here

Around town
Treehouse
creek
Outside or gym in winter
The woods. The creek.
Outdoors in the woods, creek, wildflower patches.

I grew up in Chicago....so

I did not grow up in Grimes.
didn't grow up here
park

parks
The creek / woods
No where In Grimes

Lions park
Eagle Point Park tower. Of course I didn't grow up here.
Ball fields
Bicycle Safety Town in Peoria, IL
In the woods

The creek that runs through the middle of town up the street from the library

Park
Backyard
The dog park with my dog
Family & friends
My house or a friends house
Park
"I grew up in a Texas town known for its natural, spring-fed rivers. I spent every day on crystal clear, ice cold rivers.
"
Skating rink, Park, ball field
Didn't live here
Swimming pool/water park
Parks
Outdoor basketball courts, dirt bike track
Parks with rocks and trees to climb
Mountain bike trails
At friends house. We lived on a farm
My Neighborhood and large public parks with lots of green space and unique attractions
Didnt grow up here
Devil's Lake near Baraboo, WI
Bandshell park
N/A

Parks and in neighborhood.
farm

Swimming pool.
Park
Ball fields
N/A
Des Moines neighborhood, ice skating rinks

Local park and pool
Park near my home
Park at home town (not Grimes)

Parks and the library
Lions park (by the library?!)
The park/ creeks and trials

Big Creek State Park
Grandmas house
Mc Hose Park Boone Iowa.
Lions and waterworks parks
Swimming pool

Wide open county parks
Waterworks park
I didn't grow up here
The river/ neighborhood park

Pool
In the woods.
Parks
Grew up in johnston

In the country
Community pool
school playground
On our family farm
Local swimming pool.

Lions park! Neighbor yards
Park
The city pool, mult parks with woodlands
outside
By the creek
Small neighborhood parks and community swimming pool.
sandbox
A field
The ball park
Tall grass field and creek
The park
Ballparks and library
Neighbors yards and trees
At a pool
Parks
Elementary bball courts
Backyard and library
I did more nature walks and picked a spot to read outside
Didn't grow up in grimes
Darke University, grew up 1/2 block from campus, no where else to play that was safe

My neighborhood
I grew up in WDM
Outside on the farm
I didn't live here
The pool
n/a

Outside

In our neighborhood. 1/4 acres lots we had room to play.
Trees
Pool
Parks
State Parks
Waterworks park. Lions park.

Park
Swimming pool
The swimming pool
Saylorville wooden castle park
Neighborhood.
Soccer fields
Parks with room to play games (baseball, football, kick ball)
The park? What kind of question is this?
Pool beach park community center
We always played at the playground by the library and then went to the ice cream shop.
NA
"The creek, out doors, at parks, mostly where I could use my imagination and be among nature.
"

In the woods or by a lake.
Outside

At the swimming pool in the summer.
The park
Okoboji

Parks

my yard, my friends' yards
In the neighborhood
Parks and green spaces
Camp Dodge pool, wading pool at Lions Park in Urbandale when we were very young, Jester Park
It's a neighborhood now, but there used to be dirt hills and trails that we rode bikes on.
"I'm not from Grimes

In Minneapolis where I grew up, it was the neighborhood park/wading pool"
sports fields
Neighborhood creeks (grew up in a different state)
Didn't live in Grimes
My backyard
state parks and bike paths
Lions park in urbandale

In the horse barn
outside in the neighborhood
The creek
In my yard

Random nature places
Play ground, sports complex, library
outside our home and local.park
Swimming pool

n/a
Chicago
Sioux City
Back yard
my friend's house

I was raised in a large city, so it was the streets and parks.

Kid-i was on a farm, young adult bar and grill
Colorado Springs
Waterworks Park / creek
N/A...newer to town

Basketball courts
Cool, different playgrounds or parks or nature areas
Lake
in neighbors yards, at the outdoor swimming pool, at the recreation center
my backyard
Did not grow up in Grimes
Although I didn't grow up in Grimes, my favorite place to play would have been at our local community park. I grew up on a farm and it was a special treat when we got to go to the park to play on the equipment.
In the fields around and in Beaver Creek.
Dog park
Skating Rink, but I didn't grow up here.
Creeks and ponds
Riding bike on wide residential streets
Greenwood Park, creeks, and my own backyard

I want cultural experiences that...
[Create memorable places for people to be.]

Not needed. 25
Somewhat needed. 61
Yes, we need this. 124

I want cultural experiences that...
[Enhance community facilities.]

Not needed. 15
Somewhat needed. 52
Yes, we need this. 143

I want cultural experiences that...
[Offer experiences that interact with my work life.]

Not needed. 109
Somewhat needed. 64
Yes, we need this. 37

I want cultural experiences that...
[Create whimsy and delight in everyday places.]

Not needed. 55
Somewhat needed. 78
Yes, we need this. 77

I want cultural experiences that...
[Encourage neighborly interactions.]

Not needed. 23
Somewhat needed. 60
Yes, we need this. 127

I want cultural experiences that...
[Enhance community pride.]

Not needed. 27
Somewhat needed. 72
Yes, we need this. 111

I want cultural experiences that...
[Creates visual markers, landmarks and gateways.]

Not needed. 64
Somewhat needed. 62
Yes, we need this. 84

I want cultural experiences that...
[Celebrate local history and culture.]

Not needed. 51
Somewhat needed. 86
Yes, we need this. 73

I want cultural experiences that...
[Attract tourists, new residents and businesses to boost the local economy.]

Not needed. 47
Somewhat needed. 62
Yes, we need this. 101

PRODUCED BY GROUP CREATIVE SERVICES



2022

From: Nancy Baker Curtis <nbakercurtis@gmail.com>
Sent: Monday, May 9, 2022 8:39 PM
To: Scott Mikkelsen; Ryan Burger; David Gisch; johansenforgrimes@gmail.com; Laurie Dephillips; borcherdingforgrimes@gmail.com
Subject: Council meeting 5/10/22

Dear Mr. Mayor and esteemed city council members,

My name is Nancy Baker Curtis. I am a Grimes resident. I live at 513 SE 14th St. in the Meadowlark South subdivision. I would like to request that this email be read into the record during the public comments section of the meeting. I am unable to attend the council meeting due to my son's therapy schedule conflicting with the time the public comments are held during the meeting.

I wanted to take a moment to thank the council for taking a proactive stance in planning for all Grimes residents. In particular I'd like to highlight the city's commitment to providing equitable access to Grimes residents with disabilities. I am the parent of two children. My daughter is 9 1/2 years old and my son is 6 1/2 years old. Charlie has physical and intellectual disabilities that impact every facet of his life. Charlie is incontinent so he still uses diapers. When we go places we frequently have to leave because there is no place to change Charlie in privacy.

In 2019 the decision made by the Parks and Recreation Board to add a height adjustable adult size changing table at the Community Complex provided Charlie with a safe, private and dignified changing space within our own community. As a result of the restroom access, Charlie was able to practice walking in the hallways of the Community Complex improving in strength and mobility. Today, Charlie is on the cusp of independent ambulation all because he had access to a private changing space up off the dirty bathroom floor.

Our family is active whenever possible. We like to get out in the community. One of our favorite community spaces is the Grimes Public Library. Even though the library is an incredibly welcoming, inclusive space we were limited in our stay by the lack of accessible restrooms. Library Director Cheryl Heid was receptive to my concerns when I shared our difficulty in providing Charlie access to the library. Director Heid, committed to providing equitable access to the new Grimes Public Library by ensuring that the new building would include a height adjustable adult size changing table.

I write to the council to express my sincere gratitude. I recognize the financial commitment that is required when providing this level of expanded ADA access. The city's financial commitment has influenced other organizations to make investments in similar expanded accommodations. I recently shared these celebrations at the Public Health Conference of Iowa. It is not only making our lives easier, it is helping Iowans with disabilities around the state by inspiring others to do the same.

My family loves Grimes! We want to participate in all the same community activities as other residents. Our city is at a time of robust growth with many new public works projects on the horizon. As you plan for the new Splash Pad and GrimesPlex, I beg that you continue to plan for all residents by including family/ assisted restroom facilities that include height adjustable adult size changing tables. In doing so, the city will be providing equitable access to safe, private and dignified restroom facilities in community spaces.

Thank you again for all that you've done in your roles as Mayor and Council Members. My family is positively impacted by the decisions the city is making and we are grateful for those expanding access making it easier for our family to integrate into the community.

With gratitude,
Nancy

City of Grimes

Water Treatment Plant
&
Wastewater
Treatment Facility
MONTHLY OPERATING REPORT
April 2022



Prepared By:

USW
UTILITY GROUP

Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

April 30th, 2022

City of Grimes

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

RE: Monthly Update April 2022

Dear Mayor Scott Mikkelsen:

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

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

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

Sincerely,

_____

Nick Deardorff
Project Manager
USW UTILITY GROUP

1.0 Facility Safety

There were no safety violations to report for the current month. The subjects of the monthly safety trainings were: You've Got the Power of Power Tools, Facing Up to Stress, Lightning: The Underrated Killer, Texting and Working Don't Mix. All staff reviewed, understood, and acknowledged the material.

2.0 Drinking Water Treatment Facility Operation Report

We continue to see increasing water usage as the temperatures increase. We have filled the ASR to our permitted level. The standpipe has been emptied and work has begun on installing the pipe to convey the ASR water into the standpipe for usage. Work has also begun on the booster station pump replacement and electrical upgraded. The lime sludge pumps that remove the waste lime from the clarifiers continue to cause problems. USW and Public Works have met with McClure Engineering to create a needs analysis for the lime softening plant. Our hardness average is 4.5 for the month, but we had two higher readings that moved our average up significantly. If those two days are taken out the average hardness is 3.6 grains of hardness. These two high readings were due to two failures of the lime sludge pump both of which were resolved quickly.

Finished Water Monthly Flows and Hardness

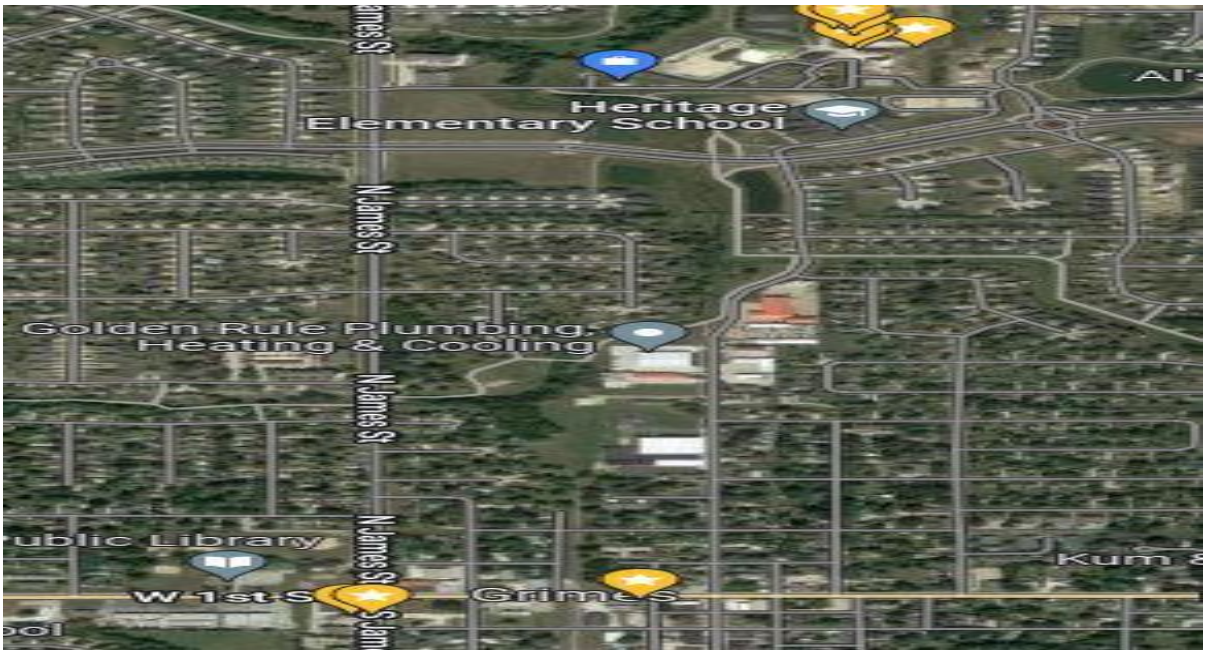
		April-22	April-22	February-21
Water	**Units**			
Average Daily Pumped	gallons	2,264,000	2,012,000	1,485,000
Maximum Daily Pumped	gallons	2,647,000	2,336,000	2,164,000
Minimum Daily Pumped	gallons	1,843,000	1,217,000	1,112,000
Hardness				
Hardness - Avg Raw	grains	29.2	29.6	31.3
Hardness - Avg Finish	grains	4.5	4.9	4.1
Iron mg/l				
Avg Raw	mg/L	4.97	6.95	6.24
Avg Finish	mg/L	0.02	0.04	0.03
Fluoride mg/l				
Avg Raw Fl.	mg/L	0..35	0.33	0.40
Avg Finish Fl.	mg/L	0..26	0.21	0.20

Drinking Water Distribution Report

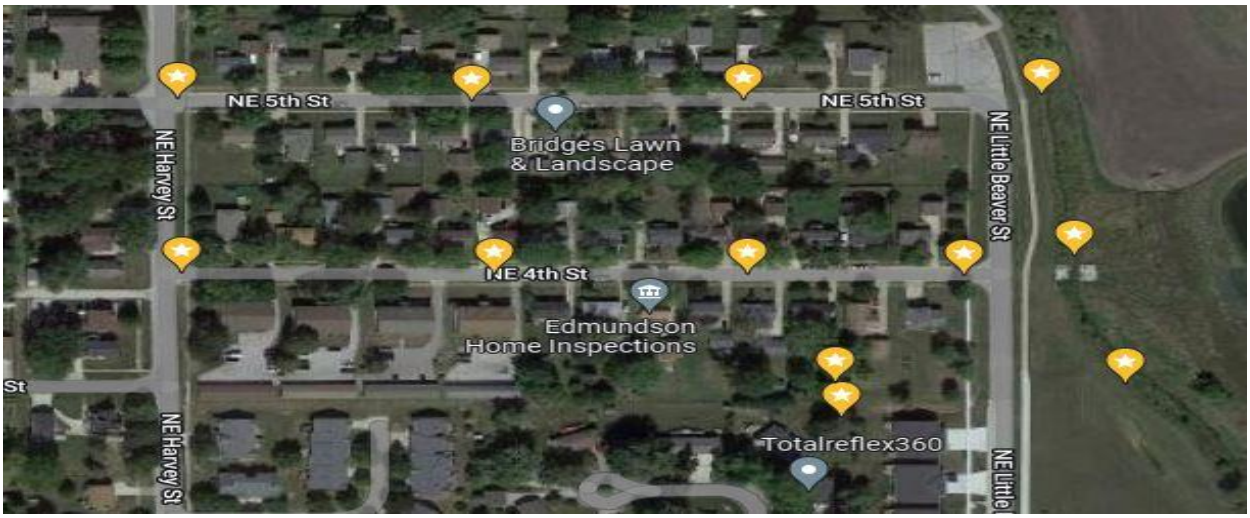
We continue to see an increase in work orders during the month of April. With the ASR now full and the weather getting warmer we have and will continue to increase our hydrant, valve, and manhole inspections. We continue to see increased water loss due to new developments, as well as hydrant flushing and maintenance. We have also put out a request for bidding for a sewer cleaning and televising project. We have received the bids back and hope to start with the 2022 program in late May and have it completed by the end of June.

Distribution	April-2022	March- 2022	February-2022
Work Orders	114	118	63
Meters Installed	27	28	31
Residential	25	28	29
Commercial	2	0	2
Temp Hydrants	0	0	0
Disconnect Notices	0	0	0
Services Disconnected	39	33	40
Hydrants Inspected/Flushed	14	8	7
Valves Exercised	12	5	14
Manholes Inspected	12	10	4
Water Loss	1,750,000	1,100,000	1,300,000

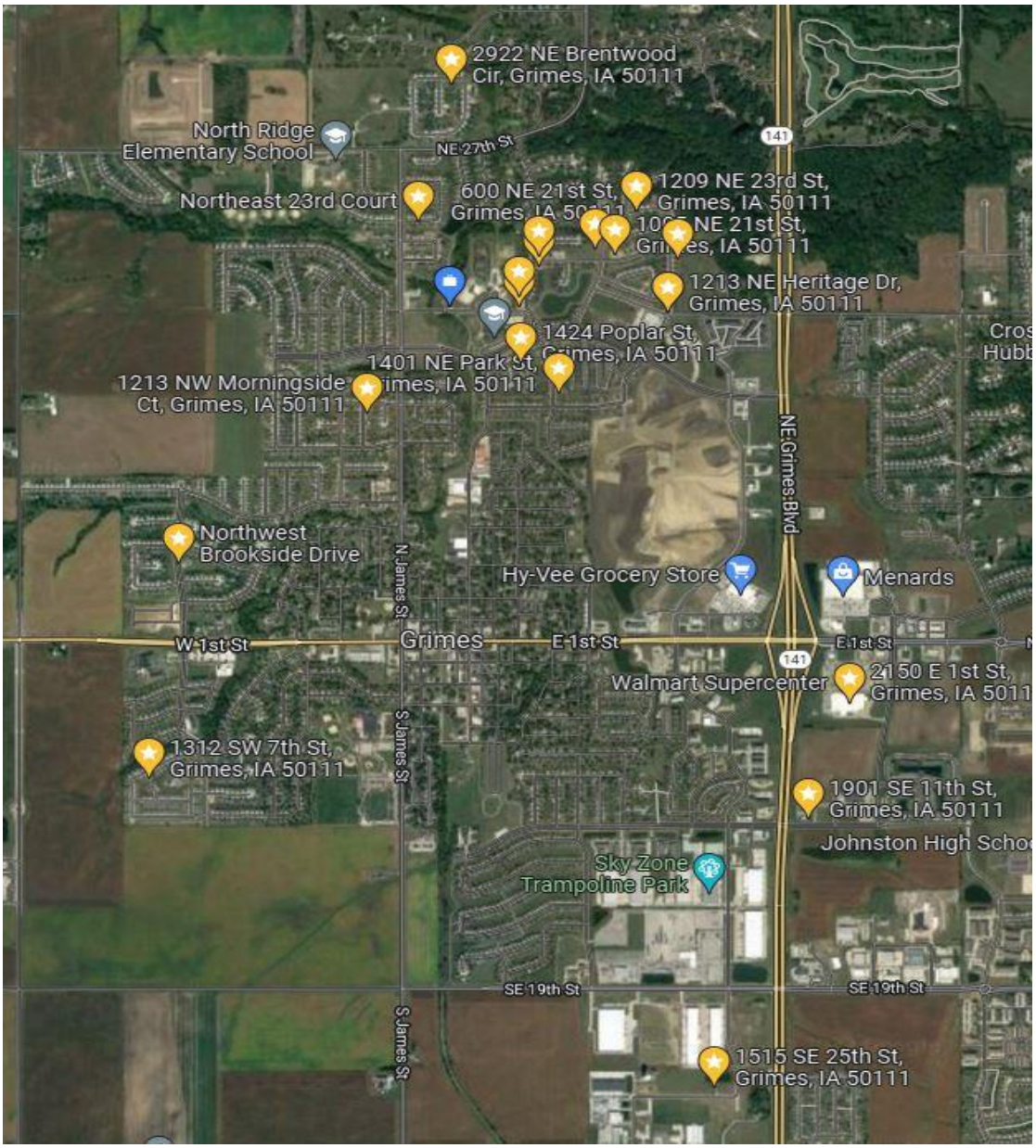
Valves Exercise Locations



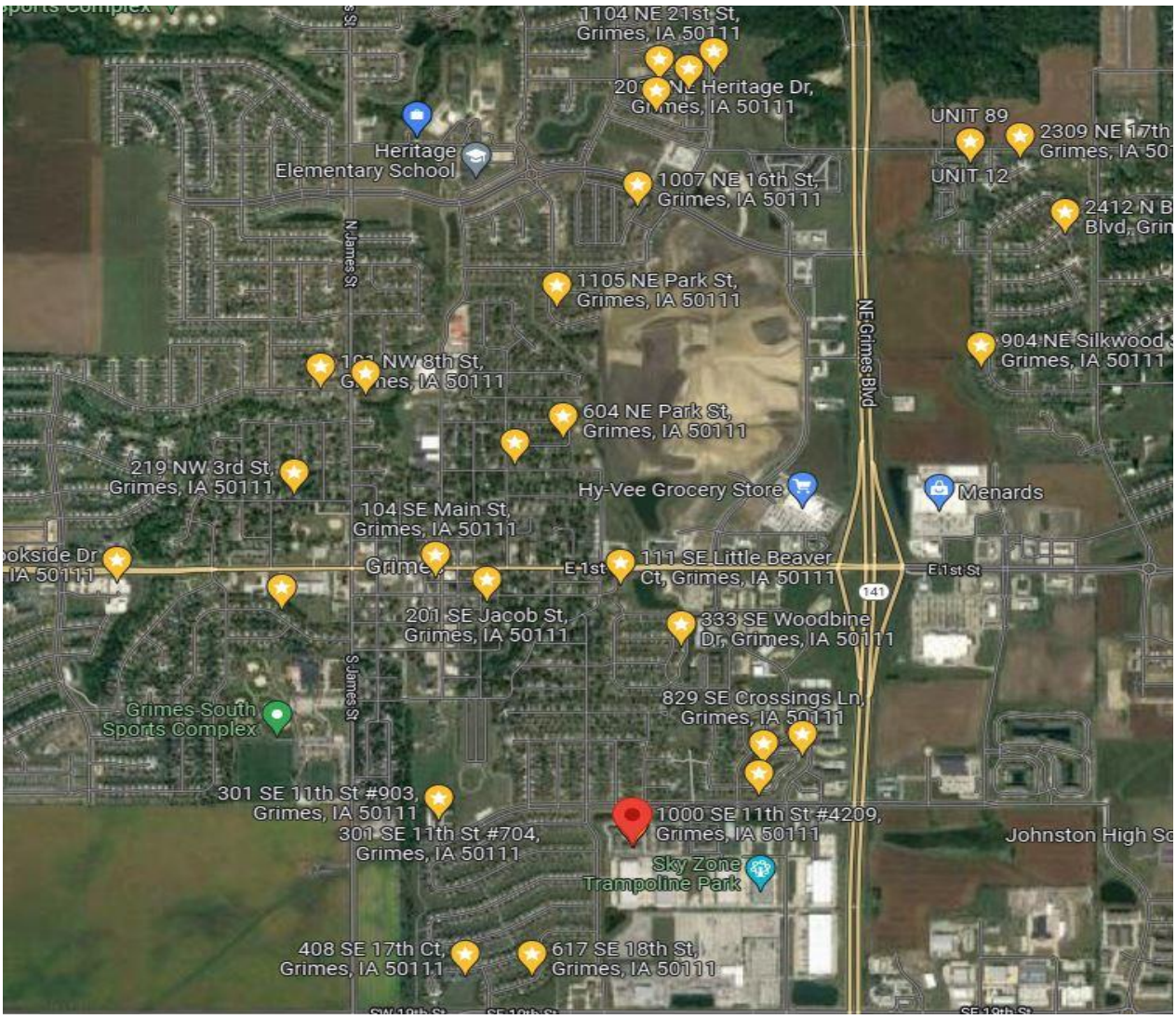
Manhole Inspection Locations



Meter Installation Locations



Non-Payment Disconnect Locations



Wastewater Treatment Facility Operation Report

The wastewater treatment facility had one DNR violation this month. We surpassed our monthly average ammonia limit by .57 mg/l. We experienced a good amount of rain in during the month of April. This has contributed to an increase of flow into the wastewater plant. This caused some short circuiting of the treatment process due to hydraulic loads that contributed to the elevated ammonia readings. We will continue to add media to the aeration basin and hope to be finished adding media by the end of May.

	April Plant Influent(MGD)	March Plant Influent (MGD)	February Plant Influent (MGD)
Total	69.64	59.18	46.15
Average per day	2.32	1.91	1.65
Minimum	1.32	1.57	1.04
Maximum	2.95	2.79	2.07

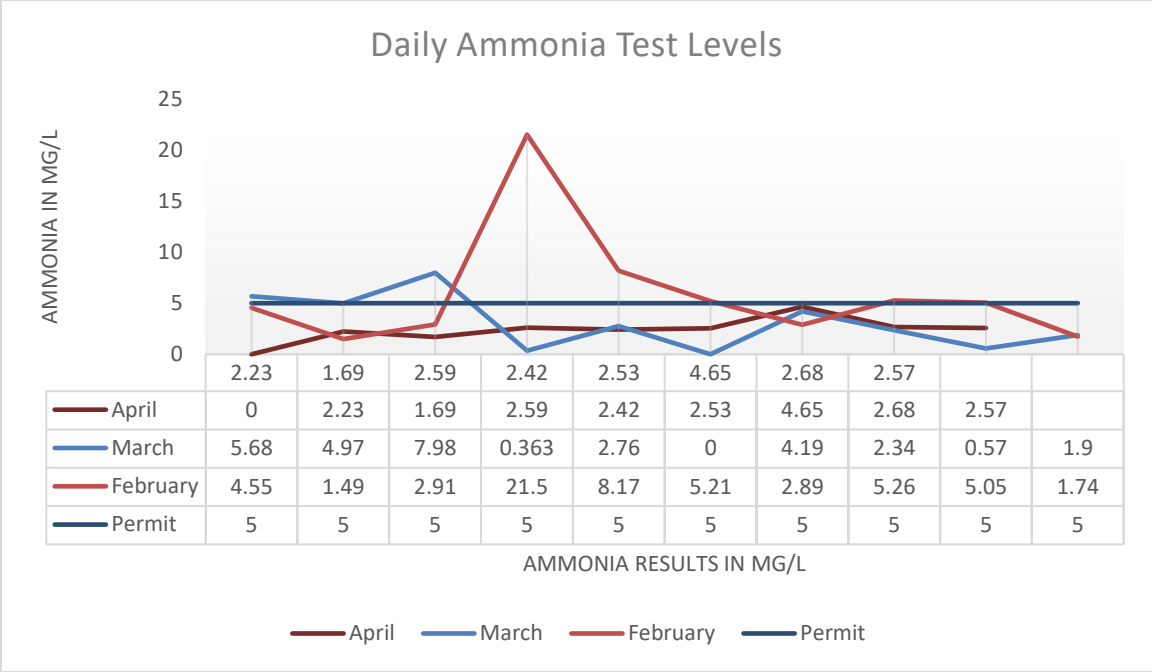
Wastewater Treatment Facility Flows

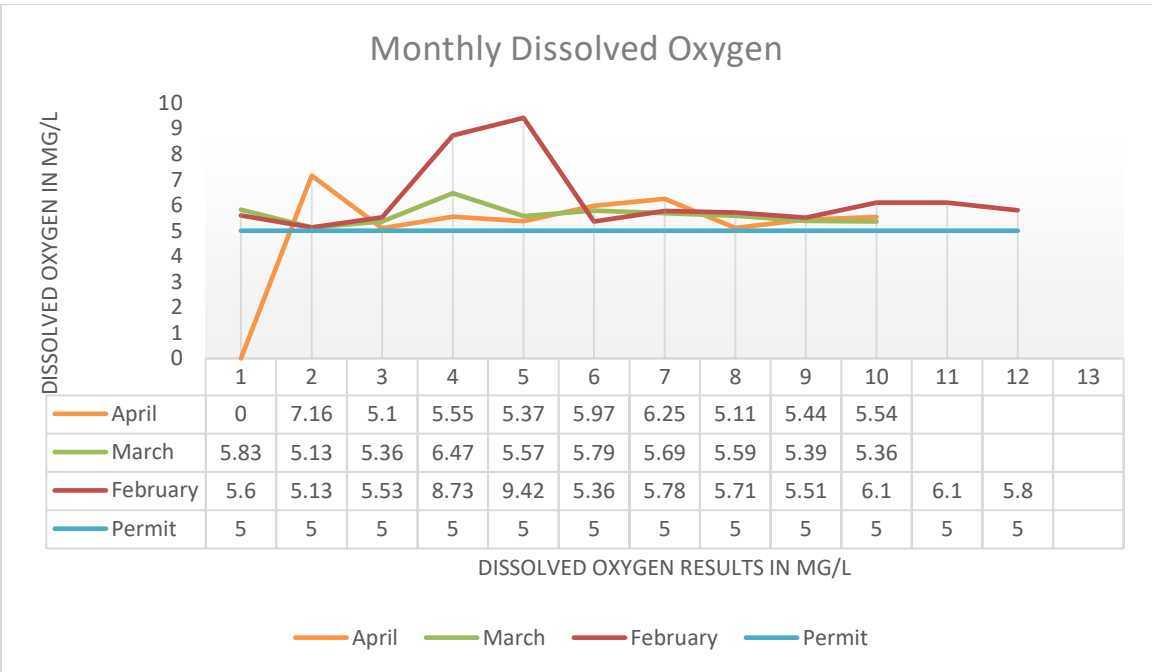
Wastewater Influent & Effluent Quality

	Influent		Effluent					
Parameter	**Daily Ave MG/L**	**Daily Ave LBS/Day**	**Daily Max**	**Permit Daily MG/L Limit**	**7 Day Max Ave**	**Permit 7 Day Max Limit**	**30 Day Average**	**Permit 30 Day Ave**
BOD_5	278.26	5234.0	•	•	•	•	•	•
$CBOD_5$	•	•	93.35 LBS/Day	•	46.68 LBS/Day	711 LBS/Day	20.79 LBS/Day	444 LBS/Day
Suspended solids	767.5	11351.7	10.7	•	10.7	45.0	5.34	30.0
Nitrogen Ammonia	•	•	4.65 MG/L	5.0 MG/L	3.59 MG/L	•	2.67 MG/L	2.1 MG/L
Nitrate Nitrogen	39.6	614.1	267.1 LBS/Day	942.33 LBS/Day	267.1 LBS/Day	•	188.2 LBS/Day	576 LBS/Day
Dissolved Oxygen	•	•	7.16	•	5.94	•	5.72	>5.0
PH	•	•	7.99	6.5 to 9 STD Units	7.96	•	7.55	•

ND= No Detection

- **= No limit set**


Daily Ammonia Test Levels
AMMONIA IN MG/L
25
20
15
10
5
0
2.23 1.69 2.59 2.42 2.53 4.65 2.68 2.57
April 0 2.23 1.69 2.59 2.42 2.53 4.65 2.68 2.57
March 5.68 4.97 7.98 0.363 2.76 0 4.19 2.34 0.57 1.9
February 4.55 1.49 2.91 21.5 8.17 5.21 2.89 5.26 5.05 1.74
Permit 5 5 5 5 5 5 5 5 5 5
AMMONIA RESULTS IN MG/L
April March February Permit


Monthly Dissolved Oxygen
DISSOLVED OXYGEN IN MG/L
10
9
8
7
6
5
4
3
2
1
0
1 2 3 4 5 6 7 8 9 10 11 12 13
April 0 7.16 5.1 5.55 5.37 5.97 6.25 5.11 5.44 5.54
March 5.83 5.13 5.36 6.47 5.57 5.79 5.69 5.59 5.39 5.36
February 5.6 5.13 5.53 8.73 9.42 5.36 5.78 5.71 5.51 6.1 6.1 5.8
Permit 5 5 5 5 5 5 5 5 5 5 5 5
DISSOLVED OXYGEN RESULTS IN MG/L
April March February Permit

TREASURER'S REPORT
CALENDAR 4/2022, FISCAL 10/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	10,796,300.19	3,633,817.90	679,593.32	.00	13,750,524.77
002	LIBRARY FUND	263,251.57	652.97	49,252.98	.00	214,651.56
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,338,184.62	230,328.56	55,322.85	.00	3,513,190.33
112	EMPLOYEE BENEFITS	812,445.31	468,515.70	126,358.10	.00	1,154,602.91
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	2,161,205.58	204,827.81	.00	.00	2,366,033.39
125	TAX INCREMENT FINANCING	519,263.73-	2,179,603.47	.00	.00	1,660,339.74
160	HOTEL/MOTEL/ECON DEV	265,608.06	.00	4,078.31	.00	261,529.75
161	ECO DEVELOPMENT REVOLVING	165,136.00	1,069.70	.00	.00	166,205.70
167	RESTRICTED GIFTS	106,067.82	.00	7,849.95	.00	98,217.87
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	4,049,977.09	1,073,991.70	.00	.00	5,123,968.79
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	130,080.76	.00	19,662.50	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	96,863.71-	.00	.00	.00	96,863.71-
309	CP - PARKS	2,847,601.95	.00	.00	.00	2,847,601.95
310	CP - FIRE	200,000.00	.00	.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	213,227.47	.00	.00	.00	213,227.47
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	112,629.67-	.00	3,830.00	.00	116,459.67-
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	12,239.15-	.00	.00	.00	12,239.15-
324	CP-Water Plant Exp 2019	9,839.60-	72,310.20	65,662.70	.00	3,192.10-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	575,621.01-	.00	139,438.60	.00	715,059.61-
329	NW TERRITORY LIFT STATION	411,188.37	.00	.00	.00	411,188.37
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	1,000,000.00	.00	10,066.91	.00	989,933.09
332	ROAD USE EQUIPMENT	36,882.00	.00	.00	.00	36,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	616,806.83	.00	15,212.50	.00	601,594.33
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	86,049.58	.00	.00	.00	86,049.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	177,916.90-	.00	94,613.48	.00	272,530.38-
340	ANNUAL SIGNAL IMPROVEMENT	585,507.50	.00	8,415.00	.00	577,092.50

TREASURER'S REPORT
CALENDAR 4/2022, FISCAL 10/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	31,355.60-	.00	3,452.50	.00	34,808.10-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	21,125.18-	.00	.00	.00	21,125.18-
344	PAVEMENT COND ANALYSIS	76,955.60	.00	.00	.00	76,955.60
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	98,691.70	.00	.00	.00	98,691.70
347	N SPORTS COMPLEX PARKING	266,218.31-	.00	1,079.93	.00	267,298.24-
348	SPLASH PAD	802,916.51	.00	.00	.00	802,916.51
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	7,275,852.08	.00	60,525.99	.00	7,215,326.09
351	37TH ST IMPROVEMENTS	663,717.35	.00	.00	.00	663,717.35
352	TRL RDG/BEAV/JACOB WTR MN	119,214.81	.00	44,698.30	.00	74,516.51
353	SANI SEWER STUDY	89,733.51	.00	67,228.10	.00	22,505.41
354	ANNUAL PCC PATCHING	150,000.00	.00	.00	.00	150,000.00
355	TRAFFIC SIGNAL EQUIPMENT	75,000.00	.00	.00	.00	75,000.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMPLX IRRIGATION PROJ	31,718.46	.00	.00	.00	31,718.46
358	ANN TRAIL IMPRV & PLAN	5,819.59	.00	.00	.00	5,819.59
359	EMERGENCY WATER MAIN	93,142.25	.00	.00	.00	93,142.25
360	19TH ST WATER MAIN	356,768.84	.00	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	26,545.54-	.00	2,380.99	.00	28,926.53-
362	WRA SANI SWR PHASE 2	.00	.00	.00	.00	.00
363	WRA SANI SEWER PHASE 3	.00	.00	308,750.00	.00	308,750.00-
364	WRA SANI SWR PHS 4	.00	.00	179,581.03	.00	179,581.03-
365	WALLACE FARM	.00	.00	.00	.00	.00
366	JACOB ST OVERLAY PROJ	.00	.00	71,600.00	.00	71,600.00-
367	GRIMESPLEX	.00	.00	.00	.00	.00
399	EQUIP REVOLVING PROGRAM	.00	.00	.00	.00	.00
600	WATER	7,633,784.61	297,686.67	141,134.94	.00	7,790,336.34
601	WATER DEPOSITS	183,144.45	3,151.44	1,126.54	.00	185,169.35
602	WATER SINKING	2,066,677.45	.00	.00	.00	2,066,677.45
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,350,286.15	235,119.53	149,704.42	.00	6,435,701.26
611	SEWER SINKING	1,009,182.69	.00	.00	.00	1,009,182.69
670	LANDFILL/GARBAGE	569,319.38	50,603.09	55,264.03	.00	564,658.44
740	STORM WATER	2,546,725.37	63,362.00	19,351.54	.00	2,590,735.83
750	GRIMESPLEX	.00	.00	.00	.00	.00
	Report Total	58,926,140.70	8,515,040.74	2,385,235.51	.00	65,055,945.93

BALANCE SHEET
CALENDAR 4/2022, FISCAL 10/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	2,954,222.67	9,070,852.36
002-000-1110	CASH - LIBRARY	48,600.01-	214,651.56
110-000-1110	CASH - ROAD USE	175,005.71	3,513,190.33
112-000-1110	CASH - EMPLOYEE BENEFITS	341,904.35	1,150,918.65
121-000-1110	CASH - LOCAL OPTION SALES TAX	204,827.81	2,366,033.39
125-000-1110	CASH - TIF	2,179,603.47	1,660,339.74
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	4,078.31-	261,529.75
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	166,205.70
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	7,849.95-	98,217.87
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	1,073,991.65	5,120,569.23
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER	19,662.50-	110,418.26
308-000-1110	CASH-CP SW COUNTY LINE ROAD		96,863.71-
309-000-1110	CASH - CP - PARKS		2,847,601.95
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE		213,227.47
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP	3,830.00-	116,459.67-
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019		12,239.15-
324-000-1110	CASH- WATER PLANT EXP 2019	6,647.50	3,192.10-
328-000-1110	CASH-WRA SANI SEWER PHASE 1	139,438.60-	715,059.61-
329-000-1110	NW TERRITORY LIFT STATION CASH		411,188.37
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION	10,066.91-	989,933.09
332-000-1110	CASH-ROAD USE EQUIPMENT		36,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	15,212.50-	601,594.33
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		86,049.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH	94,613.48-	272,530.38-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	8,415.00-	577,092.50
341-000-1110	HWY 44 STUDY CASH	3,452.50-	34,808.10-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
343-000-1110	JAMES ST CORRIDOR STUDY CASH		21,125.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS		76,955.60
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		98,691.70
347-000-1110	CASH N SPORTS COMPLEX PARKING	1,079.93-	267,298.24-
348-000-1110	CASH SPLASH PAD		802,916.51
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	60,525.99-	7,215,326.09
351-000-1110	CASH 37TH ST IMPROVEMENTS		663,717.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN	44,698.30-	74,516.51
353-000-1110	CASH SANI SEWER STUDY	67,228.10-	22,505.41
354-000-1110	CASH ANNUAL PCC PATCHING		150,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		75,000.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH		31,718.46
358-000-1110	ANN TRAIL IMP & PLANN CASH		5,819.59
359-000-1110	EMERGENCY WATER MAIN CASH		93,142.25
360-000-1110	19TH ST WATER MAIN CASH		356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH	2,380.99-	28,926.53-
363-000-1110	WRA SANI SWR PHS 3 CASH	308,750.00-	308,750.00-
364-000-1110	WRA SANI SWR PHS 4 CASH	179,581.03-	179,581.03-
366-000-1110	JACOB ST OVERLAY CASH	71,600.00-	71,600.00-
600-000-1110	CASH - WATER	155,217.21	5,108,727.99
601-000-1110	CASH - WATER DEPOSITS	2,024.90	182,738.65
602-000-1110	CASH - WATER SINKING		2,066,677.45
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	85,209.50	3,231,797.91
611-000-1110	CASH - SEWER SINKING		1,009,182.69
670-000-1110	CASH - SOLID WASTE	4,660.94-	564,658.44
740-000-1110	CASH - STORM WATER	44,008.81	2,544,471.73
	CASH TOTAL	6,128,008.24	54,434,983.20
112-000-1111	CASH - FLEX	253.25	3,684.26
	CASH TOTAL	253.25	3,684.26
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	1.91	58,446.27

BALANCE SHEET
CALENDAR 4/2022, FISCAL 10/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
200-000-1150	CASH - IPAIT	.05	3,399.56
	CASH - IPAIT TOTAL	1.96	61,845.83
600-000-1160	SAVINGS - WATER TAPPING	39.51	989,827.17
740-000-1160	SAVINGS - STORM WATER	1.65	46,264.10
	SAVINGS TOTAL	41.16	1,036,091.27
610-000-1161	SAVINGS - SEWER TAPPING	205.61	1,035,333.51
	SAVINGS - RACCOON TOTAL	205.61	1,035,333.51
600-000-1162	SAVINGS - VISION	1,295.01	1,051,068.51
	SAVINGS - VISION TOTAL	1,295.01	1,051,068.51
601-000-1170	WATER DEPOSIT CD 25712		2,430.70
	CD'S - CITY STATE TOTAL	.00	2,430.70
001-000-1171	CEMETERY CD 1 304927		31,497.77
001-000-1172	CEMETERY CD 3 222910		20,020.73
001-000-1173	CEMETERY CD 12014736		20,666.95
	CD'S BANKERS TRUST TOTAL	.00	72,185.45
001-000-1174	CD# 12510837 - GENERAL		2,106,670.19
	CD# 12510837 - GENERAL TOTAL	.00	2,106,670.19
001-000-1175	CD# 12396252 - GENERAL		2,106,670.19
	CD# 12396252 - GENERAL TOTAL	.00	2,106,670.19
610-000-1178	CHARTER SEW TAP CD		2,077,034.11
	CHARTER SEW TAP CD TOTAL	.00	2,077,034.11
	TOTAL CASH	6,129,805.23	65,055,945.93

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,374,185.00	111,412.00	1,117,478.20	81.32	256,706.80
	FIRE TOTAL	717,457.00	49,608.52	691,667.00	96.41	25,790.00
	AMBULANCE TOTAL	1,748,633.00	154,687.10	1,340,041.79	76.63	408,591.21
	BUILDING INSPECTIONS TOTAL	1,647,101.00	105,808.69	1,094,898.54	66.47	552,202.46
	ANIMAL CONTROL TOTAL	1,000.00	.00	193.50	19.35	806.50
	PUBLIC SAFETY TOTAL	5,488,376.00	421,516.31	4,244,279.03	77.33	1,244,096.97
	ROADS, BRIDGES, SIDEWALKS TOTA	2,886,941.00	133,447.44	1,819,738.06	63.03	1,067,202.94
	STREET LIGHTING TOTAL	249,000.00	17,649.71	172,110.67	69.12	76,889.33
	TRAFFIC CONTROL & SAFETY TOTA	17,500.00	1,434.25	9,350.78	53.43	8,149.22
	SNOW REMOVAL TOTAL	264,283.00	6,022.94	91,200.08	34.51	173,082.92
	PUBLIC WORKS TOTAL	3,417,724.00	158,554.34	2,092,399.59	61.22	1,325,324.41
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	4,390.73	54.88	3,609.27
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	4,390.73	54.88	3,609.27
	LIBRARY TOTAL	837,637.00	68,559.46	649,091.95	77.49	188,545.05
	PARKS TOTAL	990,930.00	85,733.61	582,436.66	58.78	408,493.34
	NORTH COMPLEX TOTAL	41,000.00	6,383.50	12,099.36	29.51	28,900.64
	SOUTH COMPLEX TOTAL	41,000.00	5,574.89	32,001.85	78.05	8,998.15
	RECREATION TOTAL	274,300.00	19,528.75	279,562.80	101.92	5,262.80-
	REC - YOUTH PROGRAMS TOTAL	25,100.00	.00	14,356.95	57.20	10,743.05
	REC - YOUTH SPORTS TOTAL	22,750.00	.00	13,879.49	61.01	8,870.51
	REC - ADULT PROGRAMS TOTAL	4,800.00	.00	2,420.71	50.43	2,379.29
	REC - ADULT SPORTS TOTAL	2,500.00	.00	1,018.78	40.75	1,481.22
	CEMETERY TOTAL	40,060.00	.00	1,395.00	3.48	38,665.00
	GCC-GRIMES COMM COMPLEX TOTAL	212,150.00	11,293.46	128,964.28	60.79	83,185.72
	GRIMESPLEX TOTAL	368,500.00	.00	18,542.00	5.03	349,958.00
	CULTURE & RECREATION TOTAL	2,860,727.00	197,073.67	1,735,769.83	60.68	1,124,957.17
	ECONOMIC DEVELOPMENT TOTAL	3,268,157.00	28,012.07	1,843,676.23	56.41	1,424,480.77
	COMMUNITY & ECONOMIC DEV TOTA	3,268,157.00	28,012.07	1,843,676.23	56.41	1,424,480.77
	MAYOR/COUNCIL/CITY MGR TOTAL	314,493.00	25,442.78	246,912.85	78.51	67,580.15
	CLERK/TREASURER/ADM TOTAL	607,160.00	50,427.64	499,175.58	82.21	107,984.42
	ELECTIONS TOTAL	32,000.00	.00	24,886.60	77.77	7,113.40
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	1,779.92	96,582.60	39.75	146,417.40
	CITY HALL/GENERAL BLDGS TOTAL	305,100.00	17,360.29	165,646.49	54.29	139,453.51
	TORT LIABILITY TOTAL	25,000.00	.00	54,500.76	218.00	29,500.76-
	IT TOTAL	298,060.00	22,235.10	132,995.76	44.62	165,064.24
	OTHER GENERAL GOVERNMENT TOTA	100,000.00	53.39	49,222.65	49.22	50,777.35

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	1,924,813.00	117,299.12	1,269,923.29	65.98	654,889.71
	ROADS, BRIDGES, SIDEWALKS TOTA	492,020.00	.00	51,310.00	10.43	440,710.00
	2007 BOND TOTAL	718,082.00	.00	34,040.63	4.74	684,041.37
	2012 BOND TOTAL	359,860.00	.00	40,230.00	11.18	319,630.00
	2015 BOND TOTAL	860,063.00	.00	30,031.25	3.49	830,031.75
	2017A BOND TOTAL	533,632.00	.00	141,815.63	26.58	391,816.37
	2017 REFINANCING BOND TOTAL	575,575.00	.00	97,787.50	16.99	477,787.50
	2020 GO BOND TOTAL	641,400.00	.00	73,500.00	11.46	567,900.00
	2021 A GO BOND TOTAL	442,966.00	.00	126,114.72	28.47	316,851.28
	2021 B GO LOST BOND TOTAL	254,523.00	.00	52,403.33	20.59	202,119.67
	DEBT SERVICE TOTAL	4,878,121.00	.00	647,233.06	13.27	4,230,887.94
	FIRE TOTAL	200,000.00	.00	.00	.00	200,000.00
	AMBULANCE TOTAL	300,000.00	.00	274,617.00	91.54	25,383.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,355,000.00	184,878.48	2,635,849.91	111.93	280,849.91-
	STREET LIGHTING TOTAL	750,000.00	8,415.00	48,907.50	6.52	701,092.50
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	7,850,000.00	60,525.99	518,754.41	6.61	7,331,245.59
	PARKS TOTAL	1,900,000.00	.00	597,622.00	31.45	1,302,378.00
	NORTH COMPLEX TOTAL	400,000.00	1,079.93	664,948.24	166.24	264,948.24-
	GCC-GRIMES COMM COMPLEX TOTAL	388,400.00	.00	135,201.11	34.81	253,198.89
	WATER TOTAL	3,785,000.00	110,361.00	3,807,720.58	100.60	22,720.58-
	SEWER/SEWAGE DISPOSAL TOTAL	24,525,000.00	707,445.63	2,774,556.01	11.31	21,750,443.99
	STORM WATER TOTAL	475,300.00	23,492.50	916,213.87	192.77	440,913.87-
	CAPITAL PROJECTS TOTAL	43,003,700.00	1,096,198.53	12,374,390.63	28.78	30,629,309.37
	WATER TOTAL	4,511,853.00	142,261.48	2,050,298.03	45.44	2,461,554.97
	SEWER/SEWAGE DISPOSAL TOTAL	1,947,964.00	149,704.42	1,221,362.35	62.70	726,601.65
	LANDFILL/GARBAGE TOTAL	696,500.00	55,264.03	585,067.33	84.00	111,432.67
	STORM WATER TOTAL	650,360.00	19,351.54	294,765.93	45.32	355,594.07
	ENTERPRISE FUNDS TOTAL	7,806,677.00	366,581.47	4,151,493.64	53.18	3,655,183.36
	TRANSFERS IN/OUT TOTAL	7,756,751.00	.00	7,751,001.00	99.93	5,750.00
	TRANSFER OUT TOTAL	7,756,751.00	.00	7,751,001.00	99.93	5,750.00
	TOTAL EXPENSES	80,413,046.00	2,385,235.51	36,114,557.03	44.91	44,298,488.97

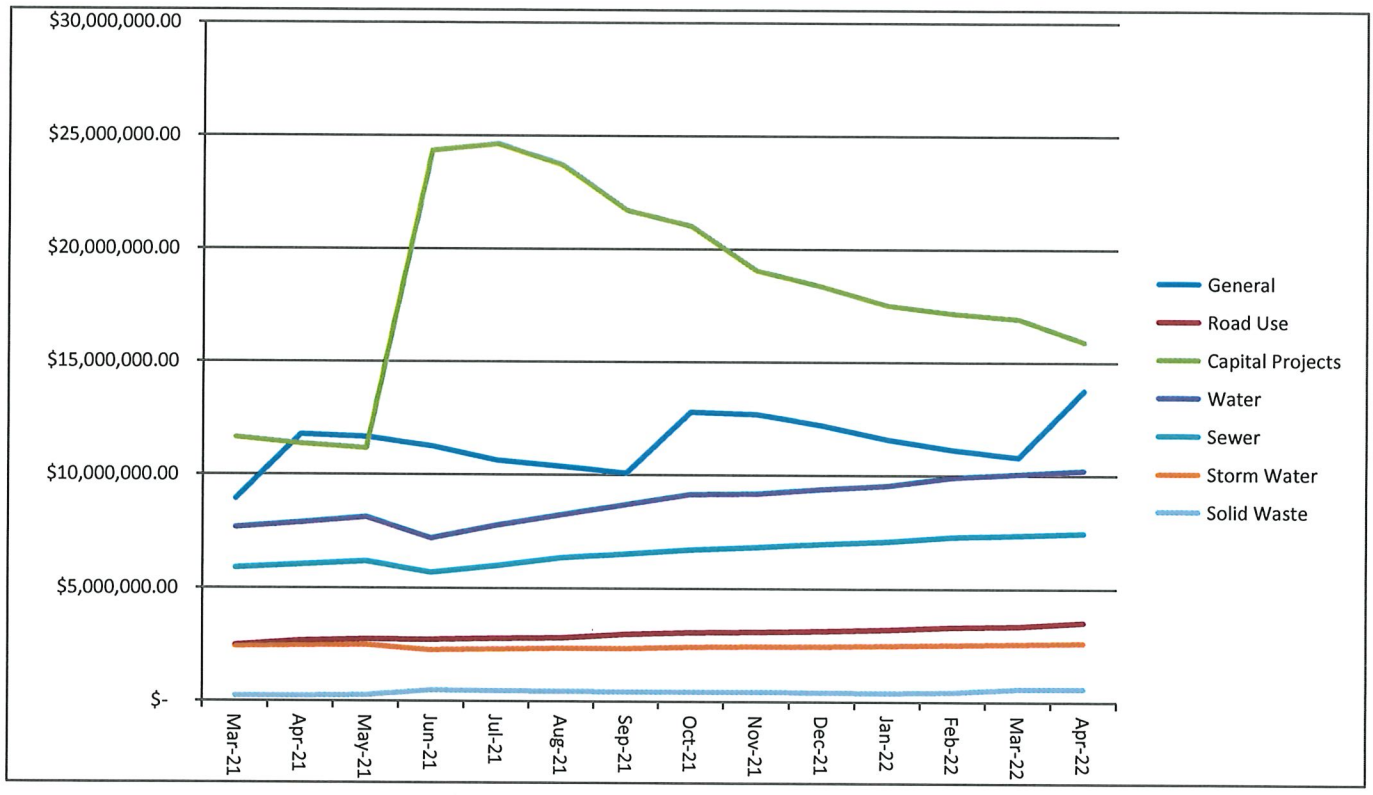
REVENUE REPORT
CALENDAR 4/2022, FISCAL 10/2022

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,465,092.00	3,633,817.90	10,910,269.79	95.16	554,822.21
	LIBRARY FUND TOTAL	632,873.00	652.97	640,184.29	101.16	7,311.29-
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	.00	.00	22,000.00
	ROAD USE TAX TOTAL	1,334,660.00	230,328.56	1,670,732.20	125.18	336,072.20-
	EMPLOYEE BENEFITS TOTAL	2,027,690.00	468,515.70	2,013,617.76	99.31	14,072.24
	LOCAL OPTION SALES TAX TOTAL	1,400,000.00	204,827.81	2,818,793.69	201.34	1,418,793.69-
	TAX INCREMENT FINANCING TOTAL	5,244,874.00	2,179,603.47	5,017,981.02	95.67	226,892.98
	HOTEL/MOTEL/ECON DEV TOTAL	51,000.00	.00	56,177.12	110.15	5,177.12-
	ECO DEVELOPMENT REVOLVING TOTA	12,835.00	1,069.70	10,697.04	83.34	2,137.96
	RESTRICTED GIFTS TOTAL	4,000.00	.00	10,527.66	263.19	6,527.66-
	DEBT SERVICE TOTAL	5,111,325.00	1,073,991.70	5,033,873.70	98.48	77,451.30
	CP - STORM WATER TOTAL	150,000.00	.00	.00	.00	150,000.00
	CP - PARKS TOTAL	650,000.00	.00	.00	.00	650,000.00
	CP - GRIMES COMMUNITY COM TOTA	300,000.00	.00	.00	.00	300,000.00
	CP-New Jordan Well 2019 TOTAL	.00	.00	7,123.00	.00	7,123.00-
	CP-Water Tower 2019 TOTAL	.00	.00	141,308.43	.00	141,308.43-
	CP-Water Plant Exp 2019 TOTAL	2,900,000.00	72,310.20	2,520,597.57	86.92	379,402.43
	WRA SANI SEWER PHASE 1 TOTAL	20,500,000.00	.00	.00	.00	20,500,000.00
	19TH ST SEWER EXTENSION TOTAL	1,000,000.00	.00	.00	.00	1,000,000.00
	WRA PARALLEL SEWER TOTAL	1,600,000.00	.00	.00	.00	1,600,000.00
	HWY44 & COUNTY LN RD 2020 TOTA	.00	.00	2,622.55	.00	2,622.55-
	ANN SANI SEWER I&I REHAB TOTA	250,000.00	.00	.00	.00	250,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL WATER MAIN REPLACE TOTA	200,000.00	.00	.00	.00	200,000.00
	HW TRAIL EXTENSION TOTAL	100,000.00	.00	.00	.00	100,000.00
	N SPORTS COMPLEX PARKING TOTA	400,000.00	.00	.00	.00	400,000.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SPLASH PAD TOTAL	1,150,000.00	.00	200,000.00	17.39	950,000.00
	GRIMES LIBRARY BLDG FUND TOTA	7,075,000.00	.00	225.00	.00	7,074,775.00
	SANI SEWER STUDY TOTAL	200,000.00	.00	.00	.00	200,000.00
	ANNUAL PCC PATCHING TOTAL	150,000.00	.00	.00	.00	150,000.00
	TRAFFIC SIGNAL EQUIPMENT TOTA	75,000.00	.00	.00	.00	75,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	75,000.00	.00	.00	.00	75,000.00
	EMERGENCY WATER MAIN TOTAL	.00	.00	500,000.00	.00	500,000.00-
	19TH ST WATER MAIN TOTAL	.00	.00	356,768.84	.00	356,768.84-
	WW PLANT MBDR RETROFIT TOTAL	.00	.00	250,000.00	.00	250,000.00-
	WATER TOTAL	4,718,533.00	297,686.67	4,993,980.75	105.84	275,447.75-
	WATER DEPOSITS TOTAL	15,000.00	3,151.44	54,590.68	363.94	39,590.68-
	WATER SINKING TOTAL	1,779,353.00	.00	1,779,353.00	100.00	.00
	SEWER TOTAL	3,549,308.00	235,119.53	2,990,270.20	84.25	559,037.80
	SEWER SINKING TOTAL	375,000.00	.00	375,000.00	100.00	.00
	LANDFILL/GARBAGE TOTAL	696,500.00	50,603.09	676,025.23	97.06	20,474.77
	STORM WATER TOTAL	719,850.00	63,362.00	639,270.56	88.81	80,579.44
	TOTAL REVENUE BY FUND	76,684,893.00	8,515,040.74	43,669,990.08	56.95	33,014,902.92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Apr-22
General
Road Use
Capital Projects
Water
Sewer
Storm Water
Solid Waste

Amazon Charges	Amount	Description
IT Dept/HR	$86.90	Office Storage and Trash Can
	$464.43	Camera's for IT/Marketing
	$154.21	Camera's for IT/Marketing
	$219.08	Battery Backup & Dust Cover
	$461.17	Keyboard, Mice & Monitor Mounts
	$3,219.40	Tools & Tech Equipment
Library	$1,068.63	Materials
	$498.82	Masks, Vacuum, Lanyards
	$428.68	Programming Supplies
Parks & Rec	$197.96	Sand Volleyball Marking Kit
Dev. Services	$373.80	Office Supplies
	$133.92	Office Supplies
	$7,307.00	

CITY OF GRIMES CLAIMS 5 24 2022

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT - LIBRARY	187.66
D&K PRODUCTS	TURF CHEMICALS	4,464.00
A TECH INC.	FIRE MONITORING WATER PLANT	148.03
AIA CORPORATION	DUTY HAT - BURNS	14.92
EUROFINS TESTAMERICA	WATER LABS	1,985.50
JOHNSON CONTROLS SECURITY	CH SECURITY 6/1/22-8/31/22	832.02
BAKER & TAYLOR	MATERIALS - LIBRARY	904.8
BLACK HILLS ENERGY	UTILITIES	2,901.62
BDI SIGNS	PROGRAMMING SUPPLIES - LIBRARY	279
SHADRAN INDUSTRIAL & SANI	APRIL CLEANING	726.67
BOMGAARS	CLEANING/PW SUPPLIES	244.73
CENTRAL IOWA READY MIX	CONCRETE FOR STREET PATCH	1,540.00
CIVIL DESIGN ADVANTAGE	GRIMES PLEX	12,171.27
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CONTROL SYSTEMS	HVAC CONTROLS CHECKED-LS PLANT	250
DELL MARKETING L.P.	PC PURCHASE FOR PUBLIC WORKS	2,369.97
SCOTT'S AUTO GLASS	S-117 WINDOW REPAIR	275
RD MCKINNEY PLUMB/EXC	WTR MAIN IMPROV(ASR-STANDPIPE)	7,019.14
FAREWAY STORES, INC.	BOTTLED WTR/HOMES WTR LINE RPR	17.88
FINISH LINE AUTO WORKS	ENGINEER-DURANGO OIL CHANGE	70.58
GRAINGER	REDUCING BUSHING	8.55
GRAND CONSULTING	IT CONSULTING - LIBRARY	2,380.00
HACH COMPANY	CHEMICALS	1,626.77
HAWKINS INC.	CHEMICALS	18,537.37
MCGILLIVR RODRICK & KATHY	SPRING HBI 2022	500
HOTSY CLEANING SYSTEMS, I	FOAMER NOZZLE FOR HOTSY	6.9
RELIANT FIRE APPARATUS	REPAIR AIR DRYER ON L375	1,154.15
IOWA DEPT OF REVENUE	STATE TAXES	15,583.00
INSPIRON LOGISTICS LLC	PUBLIC EMERGENCY NOTIFY SYSTEM	2,875.00
IPERS	IPERS- REGULAR	60,879.74
JETCO, INC.	REPAIR @ SE LIFT STATION	1,103.45
KLINE ELECTRIC INC	STREET LIGHT REPAIR	763.9
LEAF	COPIER CONTRACT DS	357.9
LIBERTY READY MIX	CONCRETE FOR STREET PATCH	1,510.00
LOGAN CONTRACTORS SUPPLY	CONCESSION STANDS REMODEL	251
LOGOED APPAREL & PROMOTIO	SUMMER PROGRAM TSHIRTS	5,949.21
MAIL SERVICES	MONTHLY STATEMENTS	3,269.00
MEDIACOM	INTERNET	454.14
METRO WASTE AUTHORITY	YARD WASTE BAGS/SOLID WASTE	2,318.49
MIDAMERICAN ENERGY	UTILITIES	29,531.19
MISSISSIPPI LIME CO.	QUICKLIME	9,614.50
MTI DISTRIBUTING INC.	IRRIGATION REPAIR	66.17
MUNICIPAL SUPPLY, INC.	2" METERS AND PARTS	17,502.33
O'HALLORAN INTERNATIONAL	TOWING & REPAIR S-204	2,537.79
O'REILLY AUTO PARTS	S204 MAINTENANCE	142.25
OFFICE DEPOT LIBRARY	PAPER/LAMINATING PAPER-LIBRARY	138.38
OFFICE DEPOT CITY HALL	WHITE BOARD/FOLDERS/OFF SUPPLIES	252.55
GRIMES TIRE & AUTO	P104 TIRE REPAIR	28.97
PITNEY BOWES, INC.	POSTAGE	1,081.93
POLK CO RECORDER	CONSENT	64
SHERWIN-WILLIAMS01	PAINT	3,100.00
SYNCB/AMAZON	TOOLS/IT DEPT/CAMERA/LIB SUPPLIES	7,307.00
THOMAS BUS SALES	TRAILER/ STORM WATER	10,095.00
TOMPKINS INDUSTRIES INC.	S203 HYDRAULIC FITTINGS	15.65
TRIPLETT OFFICE ESSENTIAL	IT/HR OFFICE BUILDOUT FURNITURE	16,179.41
UNIQUE MANAGEMENT SERVICE	COLLECTION SERVICES - LIBRARY	69.9
UNPLUGGED WIRELESS	LIGHTS/RADIO - 2 NEW VEHICLES	4,233.00
UNITED CONTRACTORS, INC	SUB BASE FOR STREET REPAIR	125.88
USA BLUE BOOK	CHEMICALS	221.27
VERIZON WIRELESS, BELLEVU	CELL PHONES & HOT SPOTS	343.06
VESSCO, INC.	QUICK RELEASE CONNECTOR	186.6

VAN MAANEN ELECTRIC, INC	GRIMES PUBLIC LIBRARY	10,974.72
VAN WALL EQUIPMENT	P 404/VARIOUS PARTS FR SERVICE	1,548.00
WENDLING QUARRIES, INC.	BALL DIAMOND LIME	496.56
CENTURY LINK	PHONE	2,152.38
GALLS, LLC - DBA CARPENTE	DRESS PANTS - LONG	228.87
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	1,498.74
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT - LIBRARY	182.41
IOWA COUNTER TOPS	COUNTERTOPS FOR PW TRAINING ROOM	2,234.31
EFTPS	FED/FICA TAX	46,070.56
THE BIG CHILL LLC	TRANSIENT MERCHANT BOND REFUND	200
CSG FORTE PAYMENTS, INC	CC FEES	4,001.92
WALSH DOOR & SECURITY	FRONT DOOR REPAIR - CITY HALL	207
SWANK MOVIE LICENSING USA	PROGRAMMING SUPPLIES - LIBRARY	445
BENTLEY RIDGE TREE FARM	ARBOR DY TREE PLNTNG/SUNNY HLS	5,006.00
DES MOINES ASPHALT & PAVE	ASPHALT	223.2
MENARDS GRIMES	CEMETERY BEAUTIFICATION -TREES	432.04
RAINBOW OF THE HEARTLAND	SET OF 4/RPLCMNT BB HOOPS SCC	11,916.00
BULK TRANSPORT CO EAST	LIME DELIVERY	5,289.72
COPY SYSTEMS INC	MONTHLY FIRE COPIER CONTRACT	39
INVISION	CNSTRCTN ADMN 15.6% CMPLT LIBRARY	7,802.99
VOYA	DEFER COMP PRE	3,613.46
FOTH INFRASTURCTURE & ENV	JAMES ST CORRIDOR STUDY	997
JETSURGE OF IOWA	JETTING/DRN LNS @LIME SFTNG PT	350
AIG	DEFER COMP PRE	382.5
HORACE MANN	DEFER COMP ROTH	275
MASSMUTUAL	DEFER COMP ROTH	955
LUMEN CENTURY LINK	PHONE	161.53
REDBUD LLC	LANDSCAPING SERVICES	8,065.00
MICROMARKETING LLC	MATERIAL - LIBRARY	42.49
RELIABLE MAINTENANCE CO	CLEANING GCC/N & S SPORTS COMPLEX	4,525.00
GRAPHITE CONSTRUCTION GRP	GRIMES PUBLIC LIBRARY	55,408.86
UNITED TRUCK & BODY	REPAIR AMBULANCE	500
SCENTAIR TECHNOLOGIES	SCENTAIR GCC	612.9
MILLER & SONS GOLF CARS	GRIMES PLEX CARTS	17,116.00
RENEWABLE ENERGY GROUP	FUEL	9,981.17
I&S GROUP, INC	DISC GOLF COURSE MASTER PLAN	1,500.00
EBS	EMPLOYEE INSURANCE	71,438.46
FALKE ANGIE	RETURNED 5 LARGE ITEM STICKERS	35
PRO WEST & ASSOCIATES	GIS/DEV SERV SUPPORT HOURS/CONTRCT	5,400.00
SYNERGY FIRE & SAFETY	SLUDGE HAULING	43,762.96
AMERICAN RESPONSE VEHICLE	RAIL REPLACEMENT FOR 2017 AMB	820.29
SYNERGY CONTRACTING LLC	SE JACOB STREET WATER MAIN	9,572.53
INTERSTATE POWER SYSTEMS	REPAIR TRANSMISSION ON E371	5,469.26
THE WEITZ COMPANY	GRIMES PUBLIC LIBRARY	10,701.05
DANIELS KENDRA E	SAFETY - KENDRA	104.34
CITY OF GRIMES FLEX	EMPLOYEE FLEX	3,323.98
AMC MECHANICAL INC	GRIMES PUBLIC LIBRARY	60,667.95
IDEAL FLOORS, INC.	GRIMES PUBLIC LIBRARY	11,946.25
KINZLER CONSTRUCTION SVC	OVER HEAD DOOR REPAIR	868
CIT SEWER SOLUTIONS	SEWER TELEVISING	1,818.00
ZOOM VIDEO COMM,, INC.	CITY ZOOM ACCOUNT	1,999.00
HEARTLAND BUSINESS	PROF SERVICES/OFFICE IT 365 PRJCT	31,935.00
ROBLES ESMERALDA MISC	MISC LANDSCAPING	15,027.44
YOUNG JUSTIN	PROGRAMMING SUPPLIES - LIBRARY	180
REILAND LUKE	IR METER REFUND	403
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	128,262.47
	CLAIMS TOTAL	**869,316.92**
	GENERAL FUND	366,331.28
	LIBRARY FUND FUND	30,440.54
	ROAD USE TAX FUND	25,150.25
	EMPLOYEE BENEFITS FUND	56,296.97
	WRA SANI SEWER PHASE 1 FUND	15,027.44

	JAMES ST CORRIDOR STUDY FUND	997
	GRIMES LIBRARY BLDG FUND FUND	157,501.82
	TRL RDG/BEAV/JACOB WTR MN FUND	9,572.53
	EMERGENCY WATER MAIN FUND	4,000.00
	GRIMESPLEX FUND	12,171.27
	WATER FUND	92,359.62
	SEWER FUND	77,571.11
	LANDFILL/GARBAGE FUND	2,262.50
	STORM WATER FUND	19,634.59
		869,316.92
April Monthly Revenue	GENERAL FUND	3,633,817.90
	LIBRARY FUND	652.97
	ROAD USE TAX FUND	230,328.56
	EMPLOYEE BENEFITS FUND	468,515.70
	LOCAL OPTION SALES TAX FUND	204,827.81
	TAX INCREMENT FINANCING FUND	2,179,603.47
	REVOLVING LOAN FUND	1,069.70
	DEBT SERVICE FUND	1,073,991.70
	CAPITAL PROJECTS FUNDS	72310.20
	WATER FUND	300,838.11
	SEWER FUND	235,119.53
	STORM WATER FUND	63362
	LANDFILL/GARBAGE FUND	50603.09
		8,515,040.74

City of Grimes, Iowa

Utility Rate Recommendations

April 12, 2022

PFM Financial Advisors LLC
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Suite 3300
Des Moines, IA

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Sewer Rate Recommendation

- **7.5% rate increase effective July 1, 2022:**
  - Base rate (including the first 1,000 gallons):
    - ✓ Increase $0.57 from $7.65 to $8.22
  - Usage rate per 1,000:
    - ✓ Increase $0.57 from $7.65 to $8.22
- **Impact to average monthly bill for residential customers based on 4,000 gallons per month:**
  - Increase $2.28 per month from $30.60 to $32.88.
- **Primary factors for recommended rate increase:**
  - Reduction from prior year rate recommendation (+15%).
  - $38.2M SRF loan in 2022
  - Preparing to be fully online with WRA in FY 2023-24

Metro Utility Bill Comparison Avg 4,000 gal/mo	Waste Water
Waukee	$ 50.03
Norwalk	$ 48.82
Altoona	$ 44.28
Ankeny	$ 43.33
Pleasant Hill	$ 40.58
Des Moines	$ 36.16
Clive	$ 33.68
Johnston	$ 33.34
Grimes	$ 30.60
West Des Moines	$ 28.90
Urbandale	$ 23.20
Grimes Proposed FY2023	$ 32.88
Monthly Increase	$ 2.28
% Increase	7.5%

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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%

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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

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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 2020[1)]
- **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.

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Metro Utility Rate Comparison[1)]

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.

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APPENDIX

- Enterprise Fund Cash Flows
  - ✓ Sewer Cash Flow Analysis
  - ✓ Water Cash Flow Analysis
  - ✓ Storm Water Cash Flow Analysis
  - ✓ Solid Waste Cash Flow Analysis

Sewer Cash Flow Analysis

CITY OF GRIMES, IOWA

Sewer Enterprise Fund

WRA FY 2023 Budget as of => **03-01-2022**

EXHIBIT 1a

20 Year SRF Loan

Growth Assumptions	
Sewer Usage	7.85%
Interest Rate	1.00%
# Customer Meters	180
WRA Flow Growth	4.00%

SEWER REVENUE ADJUSTMENTS							
1-Jan-15	0.00%	1-Jan-19	0.00%	1-Aug-22	7.50%	1-Jul-26	7.50%
1-Jan-16	0.00%	15-Sep-19	15.50%	1-Jul-23	7.50%	1-Jul-27	4.00%
1-Jan-17	0.00%	1-Jul-20	15.00%	1-Jul-24	7.50%	1-Jul-28	4.00%
1-Jan-18	0.00%	1-Jul-21	0.00%	1-Jul-25	7.50%	1-Jul-29	4.00%

		Audit	Audit	Audit	2-year Budget	2-year Budget	Projected	Projected	Projected	Projected	Projected
		FY 2018-19	**FY 2019-20**	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**
Rates Effective	**1**	*1/1/2019*	*9/15/2019*	*7/1/2020*	*7/1/2021*	*8/1/2022*	*7/1/2023*	*7/1/2024*	*7/1/2025*	*7/1/2026*	*7/1/2027*
Base Rate (Includes 1,000 gallons)	**2**	$5.76	$6.65	$7.65	$7.65	$8.22	$8.84	$9.50	$10.21	$10.98	$11.42
Rate per 1,000 gallons	**3**	$5.76	$6.65	$7.65	$7.65	$8.22	$8.84	$9.50	$10.21	$10.98	$11.42
Average Number of Meters	**4**	4,755	5,209	5,416	5,596	5,776	5,956	6,136	6,316	6,496	6,676
Average Customer Bill (4,000 Gallons)	**5**	$23.04	$26.60	$30.60	$30.60	$32.88	$35.36	$38.00	$40.84	$43.92	$45.68
Projected Change in Monthly Bill (4,000 Gallons)	**6**	$0.00	$3.56	$4.00	$0.00	$2.28	$2.48	$2.64	$2.84	$3.08	$1.76
Net Average $$ Per Meter	**7**	$29.76	$31.90	$36.68	$36.68	$38.98	$41.90	$45.04	$48.42	$50.36	$52.37
Net Average $$ Per < 1,000-Usage	**8**	**$5.17**	**$5.75**	**$6.97**	**$6.97**	**$7.50**	**$8.06**	**$8.66**	**$9.31**	**$10.01**	**$10.41**
SEWER Usage (1,000 gallons)	**9**	5.14%	4.66%	19.98%	7.85%	7.85%	7.85%	7.85%	7.85%	7.85%	7.85%
1st 1,000 Gallons Usage	**10**	57,054	62,513	64,986	67,146	69,306	71,466	73,626	75,786	77,946	80,106
Additional Usage (over 1,000 gallons)	**11**	264,876	274,403	339,244	368,816	400,879	435,629	473,276	514,047	558,189	605,966
Total Sewer Usage	**12**	321,930	336,916	404,230	435,962	470,185	507,095	546,902	589,833	636,135	686,072
OPERATING REVENUES	**13**	(2.02%)	32.97%	18.70%	12.74%	14.91%	10.13%	14.39%	14.57%	14.75%	11.35%
Usage Fees	**14**	$1,369,270	$1,578,338	$2,366,078	$2,572,330	$3,005,652	$3,511,156	$4,100,683	$4,787,995	$5,589,083	$6,310,163
Base Rate Revenues	**15**	328,631	415,711	497,143	513,667	569,695	631,759	699,447	773,775	855,847	914,811
Tapping Fees	**16**	333,273	692,408	311,183	500,000	550,000	400,000	400,000	400,000	400,000	400,000
Sales Tax	**17**	12,748	28,384	54,988	59,267	68,665	79,565	92,187	106,814	123,775	138,756
Late Charges & Misc.	**18**	23,623	34,457	34,004	34,004	34,004	34,004	34,004	34,004	34,004	34,004
Total Operating Revenues	**19**	$2,067,545	$2,749,298	$3,263,395	$3,679,267	$4,228,016	$4,656,484	$5,326,321	$6,102,589	$7,002,709	$7,797,734
OPERATING EXPENSES	**20**	13.09%	(2.93%)	15.79%	32.85%	29.21%	1.53%	4.15%	1.21%	2.44%	2.52%
Personnel Expenses	**21**	$151,123	$215,103	$224,980	$373,754	$602,366	$620,437	$639,050	$658,222	$677,968	$698,307
Repair/Maintenance/Utilities	**22**	298,624	309,961	400,235	654,850	839,175	734,960	757,009	779,719	803,111	827,204
WRA Net O&M Expenses	**23**	0	0	0	0	0	548,504	588,688	594,966	601,325	607,767
PY Adjustments	**24**	0	0	0	0	0	0	0	(27,160)	(28,720)	(28,720)
Offices Expenses	**25**	68,595	48,407	65,707	85,000	85,000	87,550	90,177	92,882	95,668	98,538
Sales Tax	**26**	14,844	28,829	52,391	35,000	69,948	72,046	74,208	76,434	78,727	81,089
Contractual	**27**	520,287	420,286	440,697	424,360	436,000	0	0	0	0	0
Total Operating Expense	**28**	$1,053,473	$1,022,586	$1,184,009	$1,572,964	$2,032,489	$2,063,498	$2,149,131	$2,175,062	$2,228,079	$2,284,185
NET OPERATING REV	**29**	$1,014,072	$1,726,712	$2,079,386	$2,106,303	$2,195,527	$2,592,986	$3,177,190	$3,927,526	$4,774,630	$5,513,549
WRA Non-Operating Expesnes	**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	(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

WRA Connection

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

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

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**
Effective Date of Rate Increase		1/1/2019	9/11/2019	7/1/2020	7/1/2021	8/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Monthly Meter Rental Rates:											
5/8" x 3/4" Meters	1	$1.62	$1.62	$1.62	$1.62	$1.62	$1.62	$1.62	$1.62	$1.62	$1.62
3/4" x 3/4" Meter	2	$0.77	$0.77	$0.77	$0.77	$0.77	$0.77	$0.77	$0.77	$0.77	$0.77
1" Meter	3	$1.06	$1.06	$1.06	$1.06	$1.06	$1.06	$1.06	$1.06	$1.06	$1.06
1 1/2" Meter	4	$2.37	$2.37	$2.37	$2.37	$2.37	$2.37	$2.37	$2.37	$2.37	$2.37
2" Turbo Meter	5	$3.63	$3.63	$3.63	$3.63	$3.63	$3.63	$3.63	$3.63	$3.63	$3.63
3" Meter	6	$5.04	$5.04	$5.04	$5.04	$5.04	$5.04	$5.04	$5.04	$5.04	$5.04
2" Compound Meter	7	$8.33	$8.33	$8.33	$8.33	$8.33	$8.33	$8.33	$8.33	$8.33	$8.33
3" Meter	8	$10.51	$10.51	$10.51	$10.51	$10.51	$10.51	$10.51	$10.51	$10.51	$10.51
4" Meter	9	$17.19	$17.19	$17.19	$17.19	$17.19	$17.19	$17.19	$17.19	$17.19	$17.19
Water User Rates:											
Rate Per 1,000 Gallons	10	$8.37	$8.87	$10.20	$10.20	$10.46	$10.72	$10.99	$11.26	$11.54	$11.83
Linweld Rate / 1,000 Gallons (Over 10,000 Gal)	11	$3.57	$4.28	$10.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Thorpe Rate / 1,000 Gallons	12	$3.30	$4.31	$6.01	$6.01	$7.04	$7.22	$7.40	$7.58	$7.77	$7.97
Number of Customers:											
Average Number of Customers	13	4,674	4,702	4,909	5,089	5,269	5,449	5,629	5,809	5,989	6,169
Project New Customers per Year	14	48	29	207	180	180	180	180	180	180	180
Percentage Customer Growth per Year	15	1.0%	0.6%	4.4%	3.7%	3.5%	3.4%	3.3%	3.2%	3.1%	3.0%
Billing and Pumpage:	16	2.0%	13.9%	30.0%	7.9%	7.9%	7.9%	7.9%	7.9%	7.9%	7.9%
Regular Water Billed (kgals)	17	297,755	339,181	440,869	475,477	512,802	553,057	596,472	643,295	693,794	748,256
Linweld Water Billed	18	36,784	26,887	0	0	0	0	0	0	0	0
Thorpe Billing	19	39,111	37,178	40,040	39,039	38,063	37,111	36,183	35,279	35,279	35,279
City Usage (Zero $ Billed)	20	49,747	50,420	49,316	49,316	49,316	49,316	49,316	49,316	49,316	49,316
		9.24%	8.20%	7.55%							
Average Residential Bill (4,000 gal)	21	**$35.10**	**$37.10**	**$42.42**	**$42.42**	**$43.46**	**$44.50**	**$45.58**	**$46.66**	**$47.78**	**$48.94**
Change to Average Monthly Residential Bill	22	$1.20	$2.00	$5.32	$0.00	$1.04	$1.04	$1.08	$1.08	$1.12	$1.16
		2.4%	6.6%	21.3%	0.0%	2.1%	2.5%	2.5%	2.5%	2.5%	2.5%
**** Avg Revenue Per 1,000 Gallons Sold ****	23	**$7.85**	**$8.37**	**$10.15**	**$10.15**	**$10.36**	**$10.62**	**$10.89**	**$11.16**	**$11.44**	**$11.72**

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
Linweld (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				*SRF Required 1.10x 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**

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**
CAPITAL IMPROVEMENT PLAN										
Water Supply										
Annual Water Main Replacement		0	0	0	0	600,000	600,000	600,000	600,000	600,000
19th St and County Line Road Water Main		0	0	0	0	3,700,000	0	0		
North County Line Water Main		0	0	0	0	2,900,000	0	0	0	0
Ground Storage Reservoir		0	0	0	0	2,200,000	0	0	0	0
James Street - WTP Water Main		0	0	0	0	1,500,000	0	0		
Water Tower Property Acquisition		0	0	0	0	0	100,000	0		
Water Treatment Plant Expansion		0	0	0	0	0	0	0	0	15,000,000
Total Cost of Improvements		-	-	-	-	10,900,000	700,000	600,000	600,000	15,600,000

City of Grimes, Iowa

EXHIBIT 5

Proposed Water Revenue Bonds, Series 2024 (SRF Loan)

Water Main Ext & Other Distrib. Imprvmts

SOURCES & USES	
SOURCES	
Par Amount of Bonds	7,051,000.00
Accrued Interest	0.00
Total Sources	7,051,000.00
USES	
Deposit to Construction Account	7,000,000.00
Debt Service Reserve Fund	
SRF Loan Initiation Fee ($5.00 per bond)	35,255.00
Costs of Issuance	15,625.00
Rounding Amount	120.00
Total Uses	7,051,000.00
ASSUMPTIONS	
Dated Date	1/1/2024
Delivery Date	1/1/2024
First Interest Date	6/1/2024
Average Life	9.75 Years

PROJECTS FINANCED:	
19th St and County Ln Rd Water Main	3,700,000
North County Line Water Main	2,900,000
Ground Storage Reservoir	2,200,000
James Street - WTP Water Main	1,500,000
Cash Contribution	(3,300,000)
	7,000,000

DEBT SERVICE SCHEDULE

	Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
0.4	6/1/2024	0	2.000%	58,758	58,758	58,758
	12/1/2024			70,510	70,510	0
1.4	6/1/2025	274,000	2.000%	70,510	344,510	415,020
	12/1/2025			67,770	67,770	0
2.4	6/1/2026	279,000	2.000%	67,770	346,770	414,540
	12/1/2026			64,980	64,980	0
3.4	6/1/2027	285,000	2.000%	64,980	349,980	414,960
	12/1/2027			62,130	62,130	0
4.4	6/1/2028	290,000	2.000%	62,130	352,130	414,260
	12/1/2028			59,230	59,230	0
5.4	6/1/2029	296,000	2.000%	59,230	355,230	414,460
	12/1/2029			56,270	56,270	0
6.4	6/1/2030	302,000	2.000%	56,270	358,270	414,540
	12/1/2030			53,250	53,250	0
7.4	6/1/2031	308,000	2.000%	53,250	361,250	414,500
	12/1/2031			50,170	50,170	0
8.4	6/1/2032	314,000	2.000%	50,170	364,170	414,340
	12/1/2032			47,030	47,030	0
9.4	6/1/2033	320,000	2.000%	47,030	367,030	414,060
	12/1/2033			43,830	43,830	0
10.4	6/1/2034	327,000	2.000%	43,830	370,830	414,660
	12/1/2034			40,560	40,560	0
11.4	6/1/2035	333,000	2.000%	40,560	373,560	414,120
	12/1/2035			37,230	37,230	0
12.4	6/1/2036	340,000	2.000%	37,230	377,230	414,460
	12/1/2036			33,830	33,830	0
13.4	6/1/2037	347,000	2.000%	33,830	380,830	414,660
	12/1/2037			30,360	30,360	0
14.4	6/1/2038	354,000	2.000%	30,360	384,360	414,720
	12/1/2038			26,820	26,820	0
15.4	6/1/2039	361,000	2.000%	26,820	387,820	414,640
	12/1/2039			23,210	23,210	0
16.4	6/1/2040	368,000	2.000%	23,210	391,210	414,420
	12/1/2040			19,530	19,530	0
17.4	6/1/2041	375,000	2.000%	19,530	394,530	414,060
	12/1/2041			15,780	15,780	0
18.4	6/1/2042	383,000	2.000%	15,780	398,780	414,560
	12/1/2042			11,950	11,950	0
19.4	6/1/2043	391,000	2.000%	11,950	402,950	414,900
	12/1/2043			8,040	8,040	0
20.4	6/1/2044	398,000	2.000%	8,040	406,040	414,080
	12/1/2044			4,060	4,060	0
21.4	6/1/2045	406,000	2.000%	4,060	410,060	414,120
	12/1/2045			0	0	0
22.4	6/1/2046			0	0	0
	12/1/2046					
23.4	6/1/2047					
		7,051,000		1,711,838	8,762,838	8,762,838

Scale : SRF Rate: 2.00% = 1.75% + 0.25% Servicing Fee

City of Grimes, Iowa

Water Revenue Bonds, Series 2028 (SRF Loan)

EXHIBIT 6

SOURCES & USES

SOURCES	
Par Amount of Bonds	7,585,000.00
Accrued Interest	0.00
Total Sources	7,585,000.00
USES	
Deposit to Construction Account	7,500,000.00
Debt Service Reserve Fund	
SRF Loan Initiation Fee ($5.00 per bond)	37,925.00
Costs of Issuance	44,125.00
Rounding Amount	2,950.00
Total Uses	7,585,000.00
ASSUMPTIONS	
Dated Date	1/1/2028
Delivery Date	1/1/2028
First Interest Date	6/1/2028
Average Life	9.75 Years

PROJECTS FINANCED:

Water Treatment Plant Expansion	15,000,000
Less Cash Reserves	(7,500,000)
Reserved	
	7,500,000

DEBT SERVICE SCHEDULE

	Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
0.4	6/1/2028	0	2.000%	63,208	63,208	63,208
	12/1/2028			75,850	75,850	0
1.4	6/1/2029	295,000	2.000%	75,850	370,850	446,700
	12/1/2029			72,900	72,900	0
2.4	6/1/2030	300,000	2.000%	72,900	372,900	445,800
	12/1/2030			69,900	69,900	0
3.4	6/1/2031	305,000	2.000%	69,900	374,900	444,800
	12/1/2031			66,850	66,850	0
4.4	6/1/2032	310,000	2.000%	66,850	376,850	443,700
	12/1/2032			63,750	63,750	0
5.4	6/1/2033	320,000	2.000%	63,750	383,750	447,500
	12/1/2033			60,550	60,550	0
6.4	6/1/2034	325,000	2.000%	60,550	385,550	446,100
	12/1/2034			57,300	57,300	0
7.4	6/1/2035	330,000	2.000%	57,300	387,300	444,600
	12/1/2035			54,000	54,000	0
8.4	6/1/2036	340,000	2.000%	54,000	394,000	448,000
	12/1/2036			50,600	50,600	0
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
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
13.4	6/1/2041	375,000	2.000%	36,400	411,400	447,800
	12/1/2041			32,650	32,650	0
14.4	6/1/2042	380,000	2.000%	32,650	412,650	445,300
	12/1/2042			28,850	28,850	0
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

EXHIBIT 1

Storm Water Enterprise Fund

Growth Assumptions	
ERL Growth	4.00%
Operating Expenses - Plant	3.00%
Interest Rate	0.15%

STORMWATER REVENUE ADJUSTMENTS					
1-Jul-17	0.00%	1-Jul-21	0.00%	1-Jul-25	0.00%
1-Jul-18	0.00%	1-Jul-22	0.00%	1-Jul-26	0.00%
1-Jul-19	0.00%	1-Jul-23	0.00%	1-Jul-27	0.00%
1-Jul-20	0.00%	1-Jul-24	0.00%		

		Audited	Audited	Audited	Budget	Budget	Projected	Projected	Projected	Projected:	Projected:
		FY 2018-19	**FY 2019-20**	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**
Rates: (Per Month/per ERL)											
Undeveloped	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Single Family/Duplex/Townhome	2	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38
Mobile Home/Apartment	3	$3.19	$3.19	$3.19	$3.19	$3.19	$3.19	$3.19	$3.19	$3.19	$3.19
Non-Residential (up to 40 ERL)	4	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38	$6.38
		249	*231*	*200*	*163*	*205*	*213*	*222*	*231*	*240*	*250*
Avg. # of Residential Customers	5	4,137	4,339	4,515	5,129	5,334	5,548	5,769	6,000	6,240	6,490
Avg. # of Commercial Customers	6	305	322	333	333	333	333	333	333	333	333
Avg. # of 1/2 Residential Customers	7	428	439	452	0	0	0	0	0	0	0
Avg. # of Government Customers	8	0	0	0	494	494	494	494	494	494	494
Total Monthly Customers	9	4,869	5,100	5,299	5,462	5,667	5,880	6,102	6,333	6,573	6,823
Average $$ Per ERL	10	**$10.59**	**$10.87**	**$11.07**	**$11.07**	**$11.07**	**$11.07**	**$11.07**	**$11.07**	**$11.07**	**$11.07**
Operating Revenues		*10.14%*	*7.57%*	*5.85%*	*3.07%*	*3.76%*	*3.77%*	*3.77%*	*3.78%*		
Charges for Services	11	$618,535	$665,345	$704,246	$725,841	$753,106	$781,461	$810,950	$841,619	$873,163	$906,321
Construction Permit Plan/Easements	12	8,400	4,050	0	5,500	0	0	0	0	0	$0
Penalties	13	717	1,014	1,070	500	750	750	750	750	750	750
Sales Tax	14	13,772	15,952	18,627	19,500	20,000	20,000	20,000	20,000	20,000	20,000
Miscellaneous	15	5,673	0	14,000	8,910	14,000	14,000	14,000	14,000	14,000	14,000
Total Operating Revenues	16	$647,097	$686,361	$737,943	$760,251	$787,856	$816,211	$845,700	$876,369	$907,913	$941,071
Operating Expenses		67.33%	9.68%	(1.3%)	130.75%	3.46%	3.00%	3.00%	3.00%	3.00%	3.00%
Personnel	17	-	$58,132	$69,800	$204,610	241,171	$248,406	$255,858	$263,534	$271,440	$279,583
R&M	18	47,096	82,881	61,720	266,550	252,000	259,560	267,347	275,367	283,628	292,137
Contractual	19	199,783	128,445	133,601	159,700	159,700	164,491	169,426	174,509	179,744	185,136
Taxes	20	13,583	16,225	16,727	19,500	20,000	20,600	21,218	21,855	22,510	23,185
Total Operating Expense	21	$260,462	$285,683	$281,848	$650,360	$672,871	$693,057	$713,849	$735,264	$757,322	$780,042
Net Operating Income	22	$386,636	$400,678	$456,095	$109,891	$114,985	$123,154	$131,851	$141,104	$150,591	$161,030
Interest Income	23	8,289	599	125	250	3,385	3,412	3,452	3,505	3,572	3,653
Net Revenue for Debt	24	$394,925	$401,277	$456,220	$110,141	$118,369	$126,566	$135,303	$144,609	$154,163	$164,683
Capital Outlays	39	$0	$0	($155,195)	$0	$0	$0	$0	$0	$0	$0
Bond Proceeds or Grants	40	29,810	6,231	0	0	0	0	0	0	0	0
Transfers(Out)/In	41	(100,000)	(200,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Other Sources/(Uses)	42	1	0	(660)	0	0	0	0	0	0	0
Annual Surplus/ (Deficit)	43	$324,736	$207,508	$200,365	$10,141	$18,369	$26,566	$35,303	$44,609	$54,163	$64,683
Beginning Cash Balance	44	$1,513,623	$1,838,358	$2,045,866	$2,246,231	$2,256,373	$2,274,742	$2,301,308	$2,336,611	$2,381,220	$2,435,383
Ending Cash Balance	45	$1,838,358	$2,045,866	$2,246,231	$2,256,373	$2,274,742	$2,301,308	$2,336,611	$2,381,220	$2,435,383	$2,500,066
Cash Balance as % of O & M	46	706%	716%	797%	347%	338%	332%	327%	324%	322%	321%

Solid Waste Cash Flow Analysis

City of Grimes, Iowa

Solid Waste Fund

EXHIBIT 1

Growth Rate Assumptions:	
Interest Rate	0.00%
No. of Customers	50
Garbage Contract Increase	4.0%
Other Operating Expense Growth	2.0%

Garbage Revenue Adjustments					
7/1/2017	0.0%	7/1/2021	0.0%	7/1/2025	4.0%
7/1/2018	0.0%	8/1/2022	30.0%	7/1/2026	4.0%
7/1/2019	0.0%	7/1/2023	4.0%	7/1/2027	5.0%
7/1/2020	0.0%	7/1/2024	4.0%		

		Audit	Audit	Audit	Budget	Budget	Projection	Projection	Projection	Projection	Projection
		FY Ending 6/30/2019	**FY Ending 6/30/2020**	**FY Ending 6/30/2021**	**FY Ending 6/30/2022**	**FY Ending 6/30/2023**	**FY Ending 6/30/2024**	**FY Ending 6/30/2025**	**FY Ending 6/30/2026**	**FY Ending 6/30/2027**	**FY Ending 6/30/2028**
CUSTOMER FEES											
Solid Waste Fees:						*8/1/2022*	*7/1/2023*	*7/1/2024*	*7/1/2025*	*7/1/2026*	*7/1/2027*
Garbage & Recycling	1	$10.70	$10.70	$10.70	$10.70	$13.91	$14.47	$15.05	$15.65	$16.27	$17.09
		51	94	508	188	50	50	50	50	50	50
Average # of Customers	2	**3,386**	**3,480**	**3,988**	**4,176**	**4,226**	**4,276**	**4,326**	**4,376**	**4,426**	**4,476**
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 OPERTATING 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 RECYLABLE 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**
Water Usage Rates	**8/1/2022**	**7/1/2023**	**7/1/2024**	**7/1/2025**	**7/1/2026**
Rate Per 1,000 Gallons	$10.46	$10.72	$10.99	$11.26	$11.54

9-10.4 **SEWER USER CHARGE SYSTEM**. Each user shall pay for the services provided by the City based on said user's use of the wastewater treatment works as determined by a water meter or a sewer meter acceptable to the City.
...

1. A. **Individual Sewer Service**-The minimum charge per month for individual sewer service shall be the current rate for 1000 gallons. This total minimum charge shall be paid by the user responsible for the water meter. A partial month of sewer service shall be prorated.

In addition, each user responsible for a meter (except as provided in subsection 3 of this section) shall pay a user charge rate of equal to the current rate per 1,000 gallons for all usage in excess of 1000 gallons.

B. **Multi-Unit Sewer Service with One Meter**-In computing the minimum charge for a multi-unit apartment or business complex served by one water meter, the monthly minimum charge will be based upon the number of units per structure or complex times the current rate per 1,000 gallons. The minimum sewer usage will be calculated by multiplying the number of units in the structure or complex times 1,000 gallons. This minimum sewer usage total shall be deducted from the total number of gallons used by the commercial apartment or complex during the month. An additional charged amount shall be computed based on the gallons of water used in excess of the total minimum sewer usage calculation, and charged at a rate at the current rate per thousand gallons. The City will bill only the property owner of the multi-unit apartment or business complex for these sewer usage fees, and the property owner will be legally responsible for the payment of the full sewer usage billing. A partial month of sewer service shall be prorated.

C. **Rates for Sewer Service**-The following rates shall be charged for individual and multi-unit sewer service with one meter:

	7.50% Effective	*7.50%* Effective	*7.50%* Effective	*7.50%* Effective	*7.50%* Effective
Sewer Usage Rates	**8/1/2022**	**7/1/2023**	**7/1/2024**	**7/1/2025**	**7/1/2026**
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

Metro Waste Authority
We Know Where It Should Go

Central Office
300 E. Locust Street, Suite 100
Des Moines, IA 50309
515.244.0021

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 unprecedently 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

Meeting: May 24, 2022

AGENDA HEADING:
Resolution Authorizing Development Agreement Negotiation – NE Beaverbrooke and NE Destination Extension

SYNOPSIS:
In 2022, the City of Grimes was approached by Signature Real Estate, regarding the development of 30 acres of property. The property is generally located east of Hwy 141, near the Beaverbrooke Blvd intersection. Their proposal, which you reviewed for rezoning at this same meeting, is to construct a mixed-use development, consisting of townhomes, multi-family residential, and commercial retail/office. The development also calls for the extension of NE Beaverbrooke Blvd and NE Destination Drive.

Last month, the City Council also approved a PSA with Snyder & Associates to evaluate the transportation needs of the larger development area (everything north of Menards). The findings of this study will be the basis of this proposed development agreement.

Due to the anticipated infrastructure needs associated with the improvements, Signature Real Estate has requested assistance in the form of a TIF Rebate. Staff has evaluated the request, and finds it reasonable. On the west side of Hwy 141, rebate incentives were provided for the costs associated with Gateway to Hope K Farms, Hy-Vee and Gabus (Heritage).

Staff is proposing a similar structure to the rebate incentive, that would allow the developer to certify the cost of construction, and receive a rebate in the equivalent amount. Staff would reserve 20% of the increment, and rebate the remaining 80% until the certified cost has been met. It is likely that there will be 3 phases with the project. Phase 1 and 2 will include the extension of NE Beaverbrooke Blvd, and NE Destination Drive, where adjacent to their property. Phase 3 is intended to be an optional phase, and may include a rebate for the construction of NE Destination further south to connect to Menards. The feasibility of this is still being evaluated, however staff feels confident that the 3-phase project can move forward.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

Overall, staff believes that this project will positively impact the community of Grimes. Grimes residents will benefit from not only the increased tax base, and access to additional commercial/residential development, but more important, access to a more connected transportation system. With the extension of NE Beaverbrooke and NE Destination Drive, there will be reduced strain on the existing traffic systems, and intersections. This will also free up CIP capacity, as this project was identified in an out year.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution.

RESOLUTION NO.05-3922

RESOLUTION AUTHORIZING DEVELOPMENT AGREEMENT NEGOTIATION – SIGNATURE REAL ESTATE NE BEAVERBROOKE AND NE DESTINATION EXTENSION

WHEREAS, Signature Real Estate (the "Developer") has submitted to the City of Grimes (the "City") a development plan, which proposes to construct a mixed-use development over approximately 30 acres of property (the "Project"); and,

WHEREAS, the Developer has requested an economic development incentive to provide for the extension of NE Beaverbrook Blvd and NE Destination Drive (the "Improvements"); and,

WHEREAS, the City has reviewed the Project and determined that the Project and Extension will benefit the community of Grimes by providing additional tax base, access to commercial and residential property, and a better-connected transportation network; and,

WHEREAS, is it recommended that the project be considered for economic development incentives and the necessary development agreements be drafted in accordance with the policies of Grimes.

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

1. That the necessary Development Agreements be drafted.
2. That the necessary Urban Renewal Proceedings be initiated.

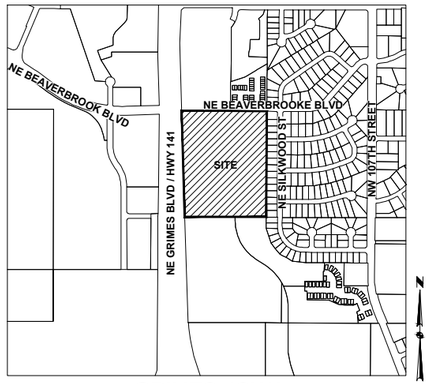
PASSED AND APPROVED this 24th day of May, 2022.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

VICINITY MAP



GRIMES, IOWA

PUD DESCRIPTION

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

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

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

OWNER:

HOPE K FARMS, LLC
CONTACT: REZA KARGARZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50265
PH: (515) 381-3925
EMAIL: RKARGARZ@EPCMFG.COM

APPLICANT:

SIGNATURE COMPANIES
CONTACT: BRAIN ATWOOD
3430 SE DESTINATION DRIVE, SUITE #400
GRIMES, IOWA 50111
PH: (515) 630-6043
EMAIL: BRAIN@SIGNATURECOMPANIESLLC.COM

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
CONTACT: JARED MURRAY
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL. JAREDM@CDA-ENG.COM

PARKLAND DEDICATION

REQUIRED
123 TOWNHOME UNITS
X 1.954 INDIVIDUALS/UNIT
X 0.005 ACRES/INDIVIDUAL = 1.20 ACRES

200 APARTMENTS UNITS
X 1.615 INDIVIDUALS/UNIT
X 0.005 ACRES/INDIVIDUAL = 1.62 ACRES
TOTAL REQUIRED = 2.82 ACRES

DEVELOPMENT SUMMARY

APARTMENTS
4-APARTMENTS (50 PLEX) = 200 UNITS
*50-PLEX (11)STUDIO, (11)1-BED, (22)2-BED, (6)3-BED
TOTAL UNITS PROVIDED = 200 UNITS

PARKING REQUIRED
1.7 SPACES/ 1-BED/STUDIO UNIT +
2.0 SPACES/ 2 AND 3 BED UNIT = 373.6 SPACES
(25% OF UNITS TO HAVE COVERED SPACE)
TOTAL REQUIRED = 374 SPACES
(50 GARAGES REQUIRED)

PARKING PROVIDED
ON-STREET PARKING = 327 SPACES
GARAGES = 50 SPACES
TOTAL PROVIDED = 377 SPACES

DEVELOPMENTS SUMMARY

TOWNHOMES
3-TOWNHOMES (5 PLEX) = 15 UNITS
18-TOWNHOMES (6 PLEX) = 108 UNITS
TOTAL UNITS PROVIDED = 123 UNITS

PARKING REQUIRED
2 SPACES/UNIT + = 246 SPACES
1 GUEST SPACE/5 UNITS = 24.6 SPACES
TOTAL REQUIRED = 271 SPACES

TOTAL PROVIDED
GUEST PARKING = 25 SPACES
DRIVEWAY = 246 SPACES
GARAGES = 246 SPACES
TOTAL PROVIDED = 517 SPACES

P.U.D. AREA

ZONING:
EXISTING: A-1 (AGRICULTURE DISTRICT)

PROPOSED: PUD W/ UNDERLYING R-3 HIGH AND C-2 LOCATED WITHIN THE HIGHWAY 141 MIXED USE CORRIDOR

UNDERLYING R-3 HIGH DENSITY RESIDENTIAL DISTRICT

MINIMUM LOT AREA = 80,000 SF
MINIMUM LOT WIDTH = 200 FT

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 30 FT
SIDE YARD
1 STORY = 7 FT EACH SIDE / 14 FEET TOTAL
2-3 STORIES = 20 FT EACH SIDE / 40 FEET TOTAL

MAX BUILDING HEIGHT = 50 FT
BUILDING SEPARATION = 16 FT

MAXIMUM DENSITY = 20.50 UNITS / ACRE

OPEN SPACE:

OPEN SPACE REQUIRED = 30%

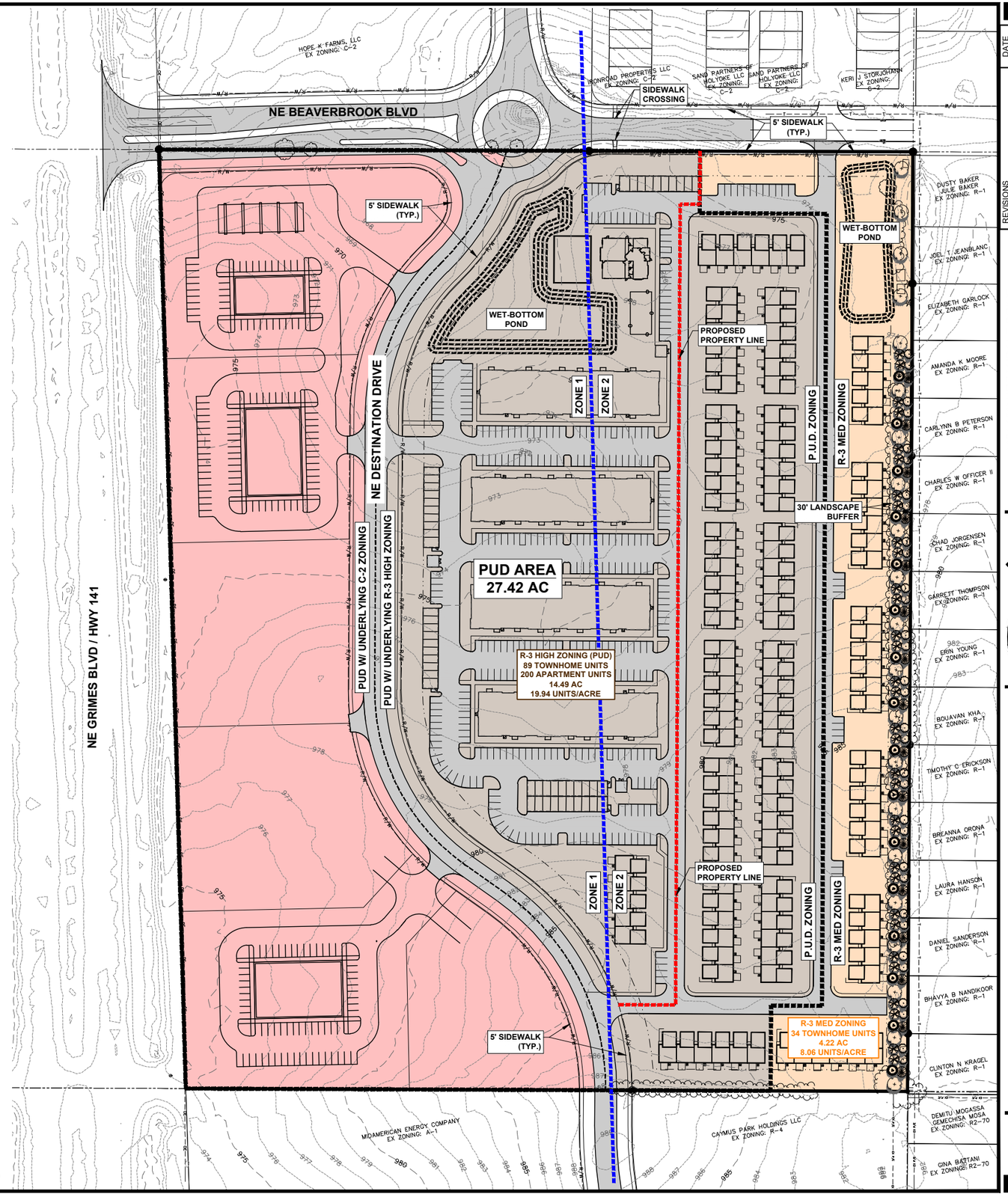
PARKING REQUIREMENTS:
APARTMENTS = 1.7 SPACES / 1-BED/STUDIO UNIT +
2.0 SPACES / 2 AND 3 BED UNIT
(25% OF UNITS TO HAVE COVERED SPACE)
TOWNHOMES = 2 SPACE / UNIT + 1 GUEST SPACE / 5 UNITS

UNDERLYING C-2: GENERAL HIGHWAY SERVICE AND COMMERCIAL DISTRICT

MIN. FRONT YARD SETBACK = 25'
MIN. SIDE YARD SETBACK = NONE REQUIRED, EXCEPT WHEN ADJOINING ANY "R" DISTRICT OR STREET RIGHT-OF-WAY LINE, IN WHICH CASE -25 FEET
MIN. REAR YARD SETBACK = 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BE LESS THAN 10 FEET
MAX HEIGHT = 45'
MAX # OF STORIES = 3 STORIES

HIGHWAY 141 MIXED USE CORRIDOR

MIN. HIGHWAY 141 SETBACK = 20'
MIN. PUBLIC STREET SETBACK = 25'
MINIMUM OPEN SPACE = 20%



SCALE
0' 40' 80' 160

DATE	REVISIONS
04/20/2022	THIRD SUBMITTAL
04/06/2022	SECOND SUBMITTAL
03/30/2022	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: CWO
CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

FAGEN PROPERTY
PUD EXHIBIT

1/2
2201.009

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PLOTTED BY: JARED MURRAY
COMMENT:
PLOT SCALE: 1:1
PLOT STYLE: ENG

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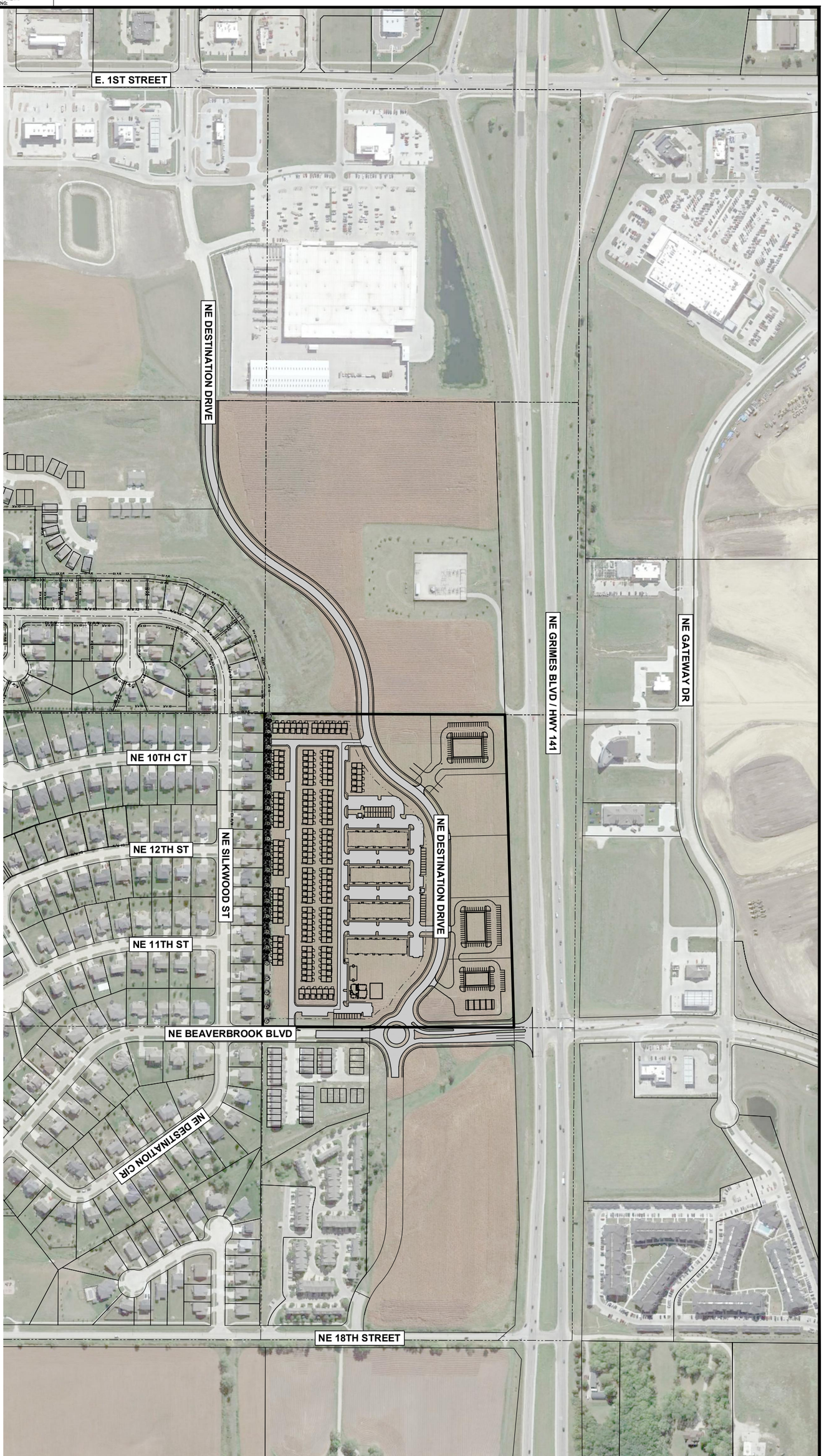
PLOTTED BY: JARED MURRAY TECH: ENG:



2/2
2201.009

FAGEN PROPERTY

PUD EXHIBIT

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JMM

TECH: CWO

REVISIONS	DATE
THIRD SUBMITTAL	04/20/2022
SECOND SUBMITTAL	04/06/2022
FIRST SUBMITTAL	03/30/2022

CITY OF
GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING:
Resolution #05-2122 Approving the City's Proposed Amendment #1 to the Fiscal Year 2021-2022 Budget

SYNOPSIS:
The city received a donation to the skatepark and is utilizing the funds for a previously unbudgeted project, and is receiving more funding for GEMT reimbursement, requiring more expenditure to pay the State share. The city paid for additional warning sirens approved in the prior fiscal year, which were not included in this budget. The city has realized additional expense for the communications manager hired mid-year, and realized an increase in the property/casualty insurance for the year. The city plans to purchase a lot which had not been previously incorporated in the budget. 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.

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 set a Public Hearing for this amendment on May 10, 2022 and the required notice was published on May 12, 2022. Council approved the FY2021-2022 budget on March 23, 2021.

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval

RESOLUTION NO. 05-2122

RESOLUTION APPROVING THE CITY'S PROPOSED AMENDMENT #1 TO THE FISCAL YEAR 2021-2022 BUDGET

WHEREAS, the City Finance Director has prepared amendment #1 to the Annual Budget for Fiscal Year 2021-2022; and

WHEREAS, the City did hold a public hearing regarding this proposed budget amendment on May 24th, 2022 at 5:30 PM at 410 SE Main St, Grimes, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grimes, Iowa, approval of budget amendment #1 for Fiscal Year 2021-2022.

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

Passed and approved this 24h day of May, 2022.

AYES:
NAYS:

_____
Scott Mikkelson, 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
Tranfers 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.

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 24, 2022

AGENDA HEADING:
Rocket Carwash Site Plan

SYNOPSIS:
The applicant is requesting approval of a site plan to build a car wash at 200 NE Destination Drive. The car wash is 5,438 square feet, with a three-lane pay station canopy and fourteen vacuum stalls. The site is located within the C-2 zoning district and Zone 2 of the Highway 141 Mixed Use Development Corridor District.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approved final plat for Destination Market Plat 1 - 2018

BOARD/COMMISSION ACTION(S):
Planning and Zoning Commission recommended approval – 05/04/2022

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Rocket Carwash site plan subject to any remaining staff comments.

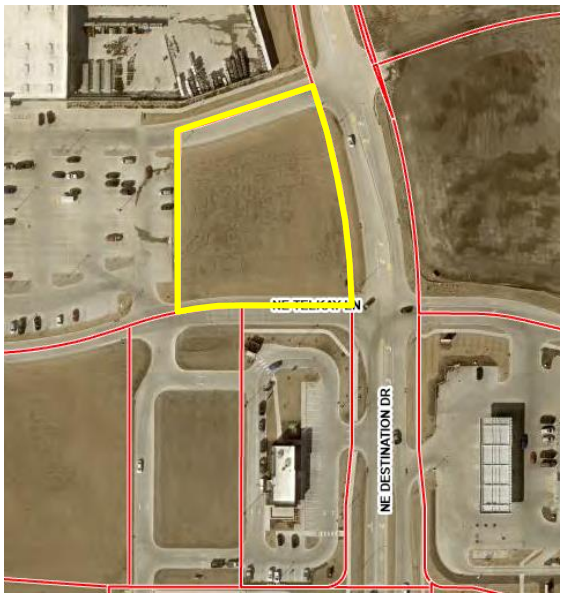
Planning & Zoning Staff Report

TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: May 4, 2022
RE: Rocket Carwash – Site Plan

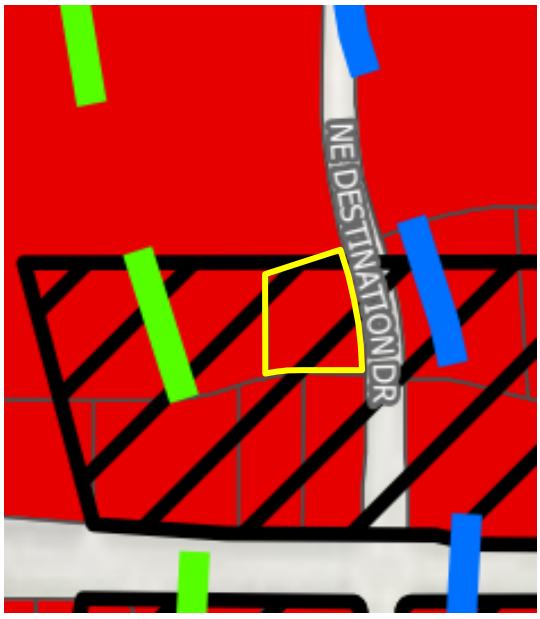
GENERAL INFORMATION:

Applicant:	REGA Engineering, INC.
Requested Action	Site Plan
Location	200 NE Destination Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	General Commercial	C-2
North	Vacant	Mixed Use 1	C-2
South	Commercial	General Commercial	C-2
East	Commercial	General Commercial	C-2
West	Commercial	General Commercial	C-2

BACKGROUND:

The applicant is requesting approval of a site plan to construct a car wash at 200 NE Destination Drive. The car wash is 5,438 square feet, with a three-lane pay station canopy and fourteen vacuum stalls. The site is located within the C-2 zoning district and Zone 2 of the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:

Building/Elevations:

The building will be primarily constructed of brick with black and red accented metal paneling. The tower will be made up of a clear polycarbonate wall paneling with white lighting. The tunnel will provide controllable LED color lighting on the interior. Wall pack lighting will be provided on the building facades as well as under the pay station canopy. Each vacuum stall will contain arched, white LED lighting. Glazing elements will be placed throughout the building, and make up 25% of the east elevation facing NE Destination Drive. The overhead doors to the carwash tunnel will consist of clear polycarbonate paneling.

Site Layout:

The site will be accessed from the private road off of NE Destination Drive. Connectivity will be provided throughout the site, allowing customers to easily access their preferred service of a car wash or vacuum. The car wash tunnel entrance will be facing south, with cars exiting the tunnel to the north. An escape lane is proposed between the pay stations and the car wash tunnel leading in to the parking lot. Public sidewalk will be constructed along NE Destination Drive. The side is not required to install sidewalk along the private streets as sidewalk is only required on one side. These sidewalks are existing on the south side of NE Telkay Lane and the north side of the Menard's access drive.

Parking:

A maximum of four employees will be working at only one time Therefore, four employee parking stalls will be required. The employees will park in the vacuum stalls, so those vacuums will not be in use during the working hours. One stall will be ADA compliant.

Landscaping/Streetscape:

The site will be required to meet the Highway 141 Mixed Use Development Corridor District landscaping standards. Landscaping will be provided all the street frontages, parking islands,

and along the building frontage. Some screening will be provided around the transformer, and around the dumpster and vacuum enclosures. Due to the sanitary sewer location along the east side of the property, landscaping is shifted further west to avoid interference with the sewer.

Utilities:
Sanitary will connect to the existing sewer on the north side of the site. Water will connect to the existing main on the south side of the site. Proposed water reclaim tanks will be placed under the vacuum stalls near the proposed building.

STAFF RECOMMENDATION:
Staff would recommend approval of the Rocket Carwash site plan subject to any remaining staff comments.

CITY OF GRIMES

Molly Mannel
Assistant Planner

Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~April 5, 2022~~
~~April 19, 2022~~
May 9, 2022

REGA Engineering Inc.
Dan Rosenthal
601 Old Cheney Road, Suite A
Lincoln, NE 68512

RE: Rocket Carwash

Dear Mr. Rosenthal,

The Development Services Department is in receipt of a proposed Site Plan for the Rocket Carwash. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. Provide a Storm Water Management Plan. Please include how the proposed site fits within the requirements set within the Menards SWMP and how you will remedy it if the requirements are not met.

2. ~~Add Grimes Standard Notes.~~

3. ~~Call out Street Names.~~

4. ~~Clean up details and labeling.~~

5. ~~Provided a Grading Plan.~~ ~~Please change title of C1.04 to Grading Plan.~~

6. ~~Show transformer location on all sheets.~~

7. Please provide a sound study for the tunnel carwash. Staff would prefer that the study analyze nonideal conditions (ex. Pickup truck rather than compact car).

8. ~~Provide grading sheet. Include details for all ramps and ADA parking with slopes and cross slopes labeled.~~ ~~Please include spot elevations as well.~~

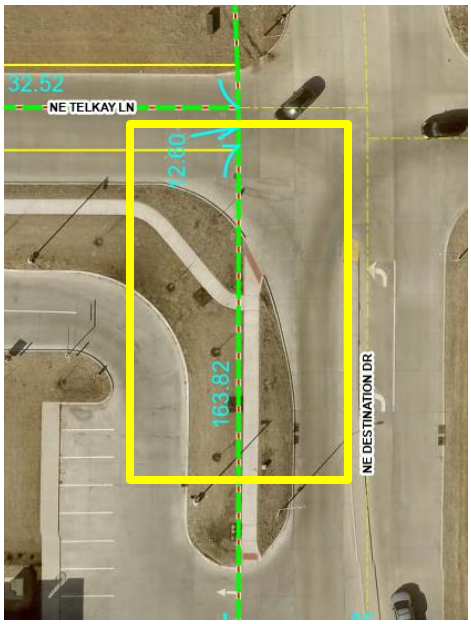
9. Provide detail for vacuum stations, pay kiosks, and pay station canopy. Please provide building elevations for the canopy.

~~10. Provide dumpster enclosure and vacuum equipment enclosures.~~

11. Label transformer location on all sheets. Has Mid-American approved the proposed location?

~~12. Please widen the entrance radius shown (red square). There have been occurrences where trucks are cutting into the ramping. Please view Starbuck's widening onto NE Destination Dr (yellow square) as an example.~~





Sheet C1.00

~~1. Add Utility contacts.~~

~~2. Specify that the property is within Zone 2 of the Highway 141 overlay district.~~

3. Update maximum site coverage within the Zoning Information Table. A minimum of 15% open space is required. The PERCENTAGE OF REQUIRED GREEN SPACE provides the accurate minimum and proposed green space – please update the Min. Site Coverage row within the Zoning Information table with those percentages.

Sheet C1.02

~~1. Please provide the setback line and dimensions from the internal pavement to the private street.~~

~~2. Complete Parking Requirements Calculations.~~

~~3. Match Detail callouts with Plans.~~

4. ~~Match Jointing with transition from 7" to 6"~~

5. ~~Sidewalk pavement along NE Destination Drive shall be 6" thick for the ramp and turning space.~~

6. ~~Dimension all sidewalks, drive lanes, and stripped areas.~~

7. ~~Please provide a man door and corresponding pad/exit way from the tunnel.~~

8. ~~Fill in parking requirements. The cover sheet notes 4-5 employees will be on site but only 3 stalls are provided. Please revise.~~

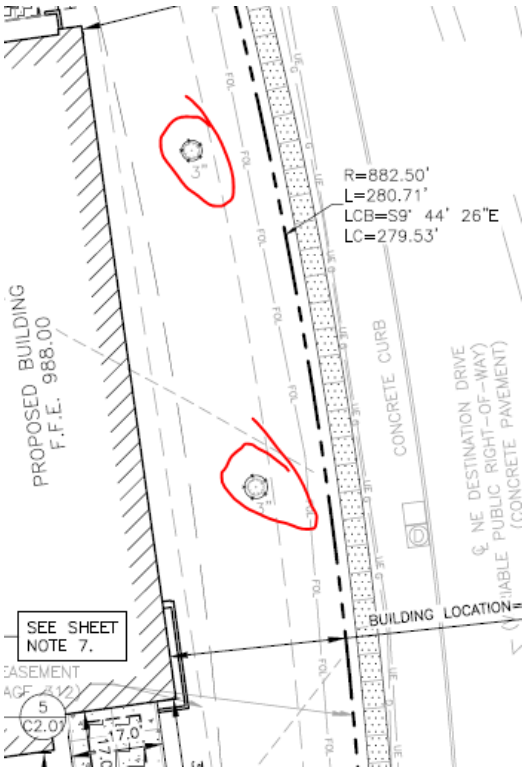
9. ~~Are vacuums going to be available at the employee stalls as well?~~

10. ~~Pole signs are not permitted. Please remove reference.~~

11. ~~Please add the pavement type at the tunnel entrance and exit to the legend.~~

12. ~~Label proposed square footage of the building.~~

13. ~~What are the circular symbols highlighted below along NE Destination Dr?~~



Sheet C1.04

1. ~~Specify boring or open cut for water and gas main crossing the concrete drives.~~

2. ~~Provide a minimum of 5-foot separation between the gas service and water service.~~

3. ~~Callout surface and flowline elevations for the storm sewer.~~

4. ~~Callout surface elevation for proposed hydrants.~~

5. Know box required at main entrance.

6. Provide water shut off valve 5' from building.

7. Please highlight, darken, or lighting hash the sanitary sewer easement along NE Destination so it is easier to locate on the map.

Sheet 1.05

1. ~~Change reference to Storm Water Prevention Pollution Plan to Storm Water Pollution Prevention Plan.~~ ~~Storm Water Pollution Prevention Plan is the accurate wording. Please change this on the bottom right header, and in SWPPP 1.~~

2. ~~Specify Stock pile location.~~

3. We strongly suggest for the pit to provide bags or a roll-off container. Please make a note of this on the sheet.

4. Under SWPPP Notes Point #1- Change reference to Storm Water Prevention Pollution Plan to Storm Water Pollution Prevention Plan.

5. Under SWPPP Notes Point #5- inspections after rain events are no longer required by GP No.2.

6. Concrete Washout note still in place. Could simply label the box as concrete washout and list that it needs to meet SUDAS standards.

7. Clearly mark the discharge point.

Sheet 1.06

1. Include notice of intent
2. Include affidavit of publication
3. Include IDNR authorization
4. Include Owner's Certification Statement (Signed)
5. Include Contractor/Subcontractor Certification Statement (Signed)
6. Include Notice of Discontinuation
7. Include site contact information
8. Include nature of activity description
9. Include existing soils data
10. Include Receiving Waters data

Sheet 2.01

~~1. Detail 7 – Provide a dimension for the stripped aisle adjacent to the H/C stall.~~

L1.00

~~1. Is the shrub bed ground cover rock?~~

2. Label transformer location. Transformer to be screened from NE Destination Dr. Please show the Gold Lace Juniper around/screening the transformer. Currently they are placed on top of it.

~~3. On the south side of the site, please shift trees at least 5' away from the hydrant and sanitary service.~~

~~4. Please provide required ROW tree and shrub plantings and provide the calculations for along NE Destination Dr. See 12-11-1 16.3 The two pavement areas at the tunnel entrance and exit can be used to calculate the tree requirements. Please place planting close the pavement to keep plantings outside of the sanitary easement. Please move~~

~~the two shademaster honeylocust trees within the sanitary sewer easement more to the left – closer to the pavement.~~

5. Please provide required open space planting calculations. See 12-11-1 16.9. Please include the open space planting calculations. Please also list the minimum 15% open space and proposed 29.4% open space on this page as well.

Elevations

1. ~~Please show man door on elevations drawings to correspond to the comment #7 for C1.02.~~

2. ~~Label glazing percentage along NE Destination Dr. 20% minimum required.~~

3. ~~Please revise label for the polycarbonate. GL-4 is labeled next to the material picture but the legend shows GL-3.~~

4. ~~Provide list of 5 treatments demonstrated on the building. See 12-11-1 24.1.B.2 of the zoning regulations.~~

5. ~~Any roof mounted mechanical units need to be screened from view.~~

6. ~~Label any electric/gas meter locations on the elevations.~~

7. ~~Will the polycarbonate be trans parent or translucent? Will the internal framing of the structure be visible? Please provide detail showing the internal structure, if visible.~~

8. Please label the red LED light strip that will go above the windows on the wash tunnel façade.

Photometric Plan:

1. ~~Please label foot candle measurements across the site.~~

2. ~~Are the 10 and 10E lights under the canopy?~~

3. ~~Is lighting proposed within the tower? Please provide details.~~

4. ~~Are any colored or changing lights proposed? Please provide all lighting details to be presented to P&Z/Council. Anything not presented/changed may need to return to P&Z/Council for approval.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	~~April 11, 2022~~ ~~April 25, 2022~~ May 16, 2022 **(1 PDF of Site plan with Elevation Plan included)**
PLANNING & ZONING:	May 4th at 5:30
COUNCIL MEETING:	May 24th at 5:30

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Molly Mannel
Assistant Planner

City of Grimes Standard Notes for Site Plans:

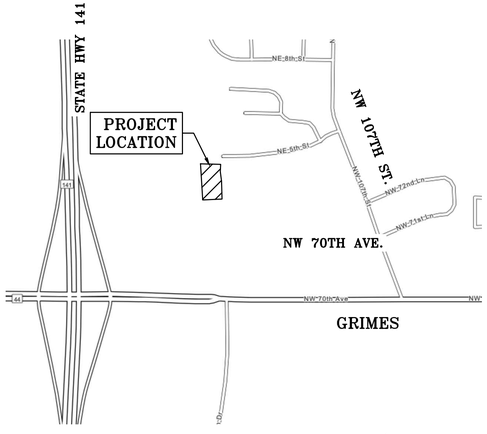
1. **General Notes:**
   a. All work shall be done in accordance with the current version of the Iowa Statewide Urban Design and Specifications for Public Improvements on the date of approval and the City of Grimes Supplemental Specifications.
   b. A preconstruction meeting is required prior to the start of construction. The Contractor shall be responsible to coordinate this meeting. Contact City of Grimes Engineering Dept. (515.986.4050).
   c. All permits (IDNR, SWP, IDOT, Army Corp., etc.) shall be obtained prior to the start of construction.
   d. The Developer and/or Contractor shall be responsible to provide the City of Grimes with Record Drawings of all improvements as per City standard procedures.
   e. Typical Building Service Layout to reflect the City's service order from Left to right facing the lot, Sanitary, Water, Sump
   f. A Knox box is required by the fire department and shall be obtained at Knoxbox.com.
   g. All site lighting shall not spill onto adjacent properties or right-of-ways.
   h. Provide a 4-year maintenance bond for all public improvements

2. **Sanitary Sewer Notes:**
   a. The Contractor is required to place a temporary plug in the existing downstream sanitary sewer manhole prior to the start of construction. The plug shall be removed following approval of construction by the City of Grimes.
   b. Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8" to 15").
   c. Sanitary gravity service pipe material shall be PVC SDR 23.5 (4" to 6").
   d. All sanitary sewer manholes shall have steps.
   e. All sanitary sewer manholes castings shall be sealed with Heat Shrink Sleeves.
   f. All sanitary sewer manhole castings located within pavement shall be Type B:PCCSN W/Adjusting Mechanism.
   g. Sanitary Sewer testing, cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.

3. **Water Main Notes:**
   a. All fire hydrants shall be American Flow Control-Waterous Pacer WB-67-250, Mueller Super Centurion 250 (3-way A-423), or Clow Medallion F-2545. All hydrants shall have the following: 6" MJ Shoe, 2-1/2" Hose Nozzle, 4-1/2" Steamer Nozzle, NST Threads, Pentagon Operating Nut, Chain on cap, open left, 5-1/2' bury, and factory painted red. The minimum spool pipe length from auxiliary valve to hydrant shoe shall be 2.0'.
   b. All hydrants will immediately be covered with a black plastic bag (or equivalent) once the hydrant is installed. The City of Grimes will notify the Contractor when the bags can be removed.
   c. A tracer wire receptacle shall be installed at each hydrant, AA Manufacturing Tracer Wire Receptacle Model TW-18-2.
   d. All valves shall be resilient wedge gate valves.
   e. Water service shall be 1-inch residential, 2" Commercial minimum type K copper.
   f. Proposed Water Main shall be pressure tested and chlorinated by the Developer. The filling of the water main shall be done by the City of Grimes. The Bacteria test and submittal of test to lab shall be done by the Developer and results provided to the City of Grimes Engineering Dept. and by FAX to US Water at 515-986-7300. If the test does not pass, the Contractor will be required to pay for all the water used to repeat the test.
   g. All watermain fittings to be restrained joint, Mega-lug or approved equal.

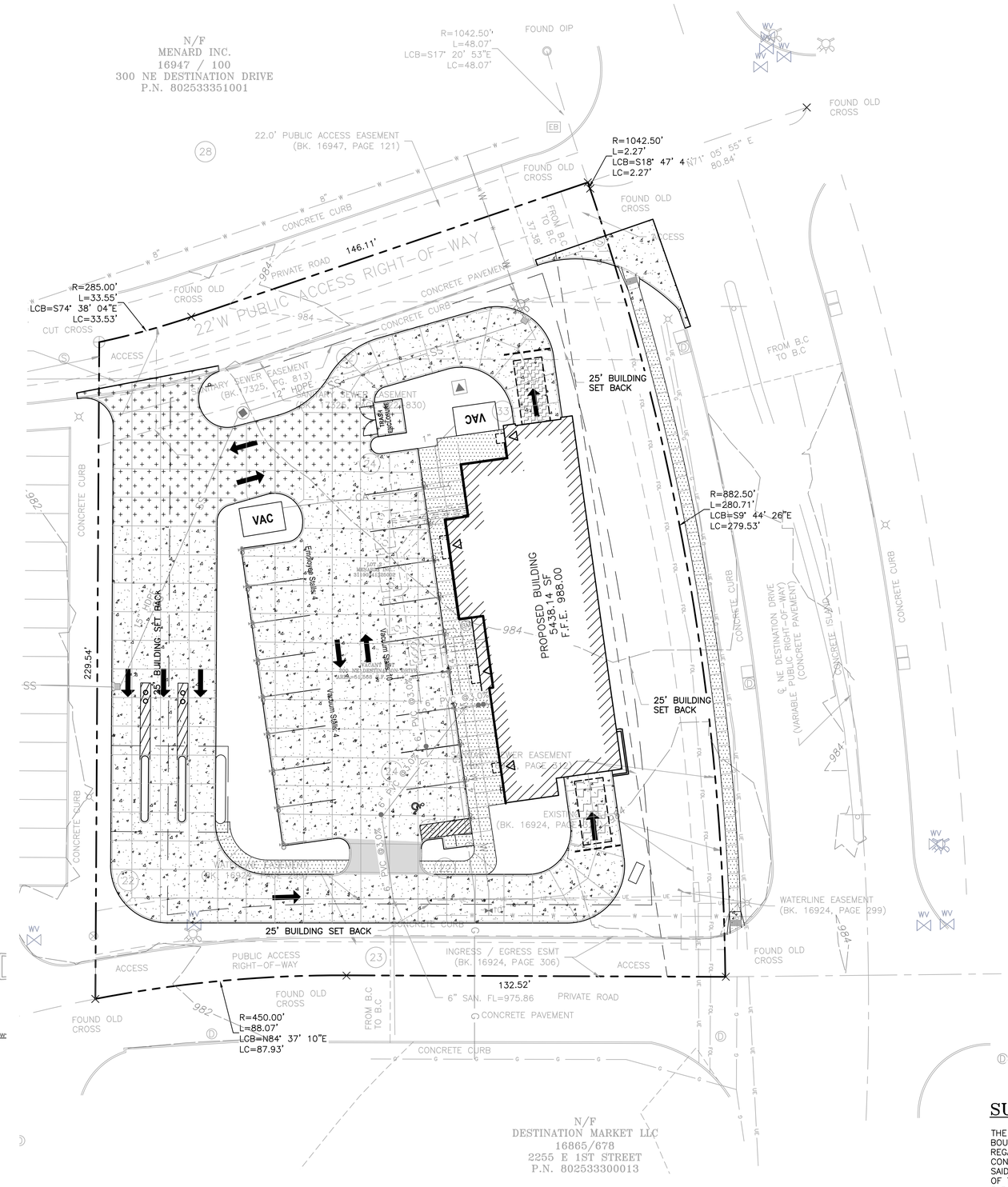
4. **Storm Sewer Notes:**
   a. All storm sewer in the ROW shall be RCP, unless otherwise approved by the City.
   b. All flared end sections shall have footings and apron grates. The last 3 pipe sections and the flared end section on all culverts shall be tied. All storm sewer joints shall be wrapped with engineering fabric.
   c. The Contractor is responsible for repairing any field tile damaged during construction. The tile should be directed to public storm sewer if possible. The Contractor shall record the elevation and location of all tiles.
   d. Storm Sewer cleaning & televising shall be completed prior to paving. The sewer system shall be flushed with water prior to televising.
   e. Use O ring gaskets on storm sewers crossing over watermain per IDNR requirement.

5. **Signage Notes:**
   a. All signage shall be supplied and installed by the Developer.
   b. All sign posts shall be Telespar 2"x2" square tube galvanized steel (14-gauge min.) with 7/16" knock-out style perforations that are pre-punched.



VICINITY MAP
SEC. 33, TN80N, R25W

NORTH



NORTH
SCALE 1" = 20

20 0 20 40 60 Feet

DATE: MARCH 28, 2022

APPLICANT:
200 NE DESTINATION DR.
CARWASH, RE
CENTRAL PARK PLAZA
222 S. 15TH ST.
OMAHA, NE 68102

OWNER:
MENARD INC.
300 NE DESTINATION DR.
GRIMES IA. 50111

FIRM PREPARING SITE PLAN:
REGA ENGINEERING INC.
601 OLD CHENEY ROAD
SUITE A, LINCOLN NE. 68512
P: 402-484-7342
DAN ROSENTHAL, P.E.

ADDRESS/LEGAL DISCRIPTION:
200 NE. DESTINATION DRIVE
GRIMES, IA. 50111, PARCEL NO. 31100341325002 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE.

LOT 2, MENARDS AT DESTINATION MARKET PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AREA OF LOT:
AREA OF TRACT: 51,568 SQ. FT. OR 1.18 ACRES, MORE OR LESS

DEMAND/WASTEWATER:
1,200,000 GAL./MONTH-1584 CCF

CONSTRUCTION SCHEDULE:
GRADING - 7/25/22
FOUNDATIONS - 8/8/22
CORE / SHELL - 8/22/22
FLATWORK / PAVING - 10/3/22
MEP ROUGH IN - 10/17/22
FINISHES - 1/3/23
EQUIPMENT INSTALL - 1/10/23
FINAL MEP - 2/14/23

ZONING DESIGNATION/PROPERTY USE
"C-2" GENERAL AND HIGHWAY SERVICE COMMERCIAL DISTRICT.
PROPERTY IS WITHIN zone 2 of THE HIGHWAY 141 OVERLAY DISTRICT.

Zoning Information			
STATUS			STATUS
ITEM	REQUIRED	PROPOSED	Contact info: EVANN MARTIN, ASSISTANT PLANNER, CITY OF GRIMES, IA, (515)514-1042
PERMITTED USE	C-2 REQ.	CAR WASH	
MIN. LOT AREA	43,560 S.F.	51,568 S.F.	
MIN. FRONTAGE	NONE REQUIRED	501.30 FEET	
MAX. SITE COVERAGE	10%	15% (PROP.)	
MIN. SETBACKS FRONT	25 FEET	25 FEET	
MIN. SETBACKS SIDE	25 FEET	25 FEET	Notes: Because there may be a need for interpretation of the applicable zoning codes, we refer you to the town of (GRIMES, IA) for zoning laws and applicable codes.
MIN. SETBACKS REAR	25 FEET	25 FEET	
MAX BUILDING HEIGHT	45.0' / 3-STORY	45.0' / 1-STORY	
PARKING REGULAR	7 SPACES	17 SPACES	
PARKING HANDICAP	N / A	1 SPACE	
PARKING TOTAL	7 SPACES	18 SPACES	

PERCENTAGE OF REQUIRED GREEN SPACE:
15% MIN., PROPOSED IS 29.4%

BREAKDOWN OF PROPOSED PARKING:
PROPOSED PARKING =17
HANDICAP PARKING = 1
TOTAL PARKING = 18

TOTAL EMPLOYEES ON LARGEST SHIFT = 4 EMPLOYEES

SURVEY NOTE:
THE DESIGN OF THIS PROJECT IS BASED ON A TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED TO REGA ENGINEERING BY THE CLIENT. REGA ENGINEERING ACCEPTS NO RESPONSIBILITY FOR ACTUAL FIELD CONDITIONS OF TOPOGRAPHIC FEATURES AND ANY NEGATIVE AFFECTS SAID TOPOGRAPHIC SURVEY HAS ON THE DESIGN AND CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL FIELD VERIFY ALL NECESSARY ELEVATIONS AND HORIZONTAL CONTROL BEFORE COMMENCING WORK.

IOWA ONE CALL SM
1-800-292-8989
www.iowaonecall.com

Rocket Carwash - Grimes
Unnamed
03/28/22

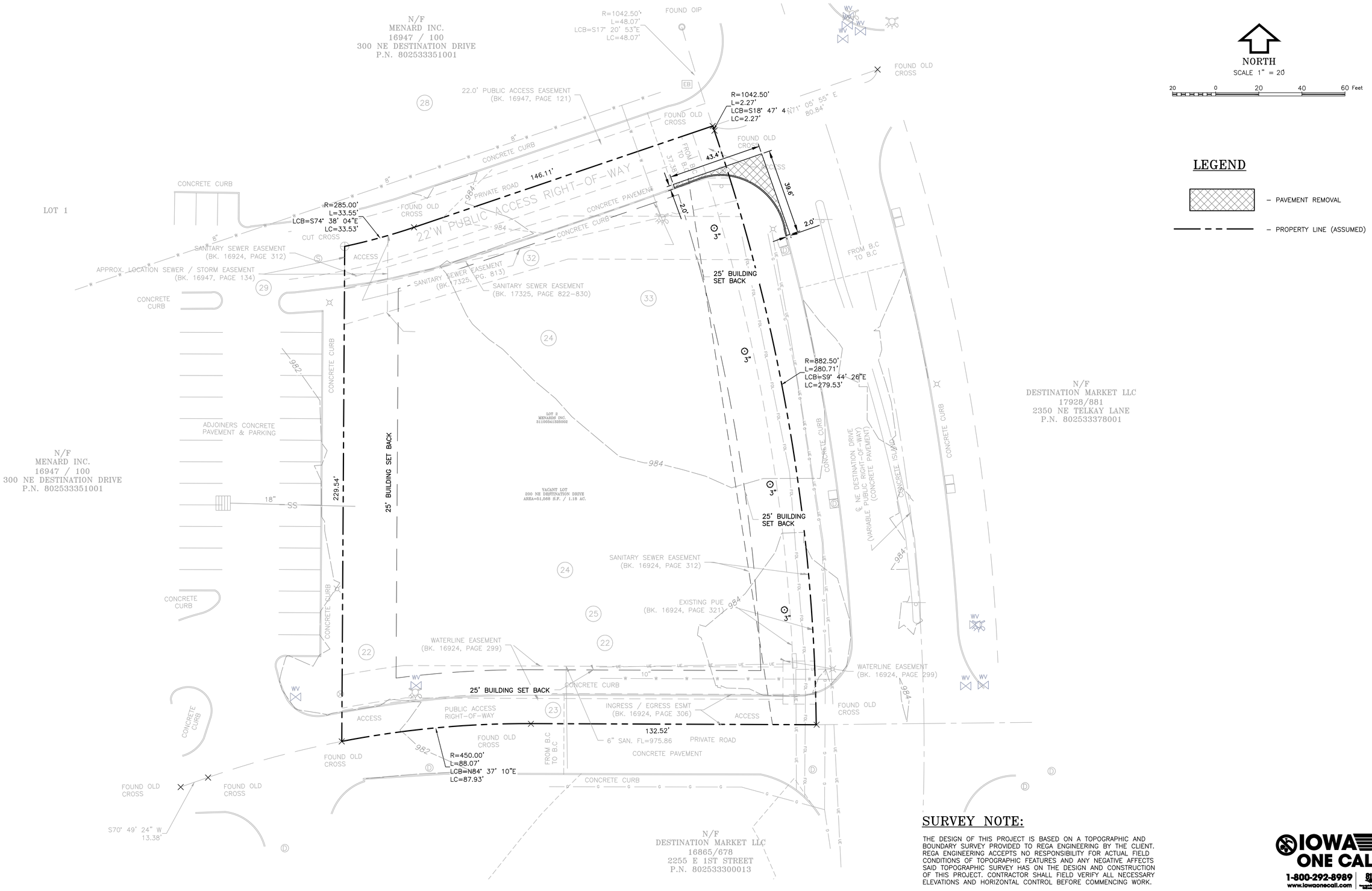
TACK architects www.tackarch.com

morrissey engineering inc

REGA ENGINEERING GROUP, INC.

COVER SHEET

C1.00



LEGEND

– PAVEMENT REMOVAL

– PROPERTY LINE (ASSUMED)

SURVEY NOTE:

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IOWA ONE CALL SM
1-800-292-8989
www.iowaonecall.com

Rocket Carwash - Grimes
Unnamed
03/28/22

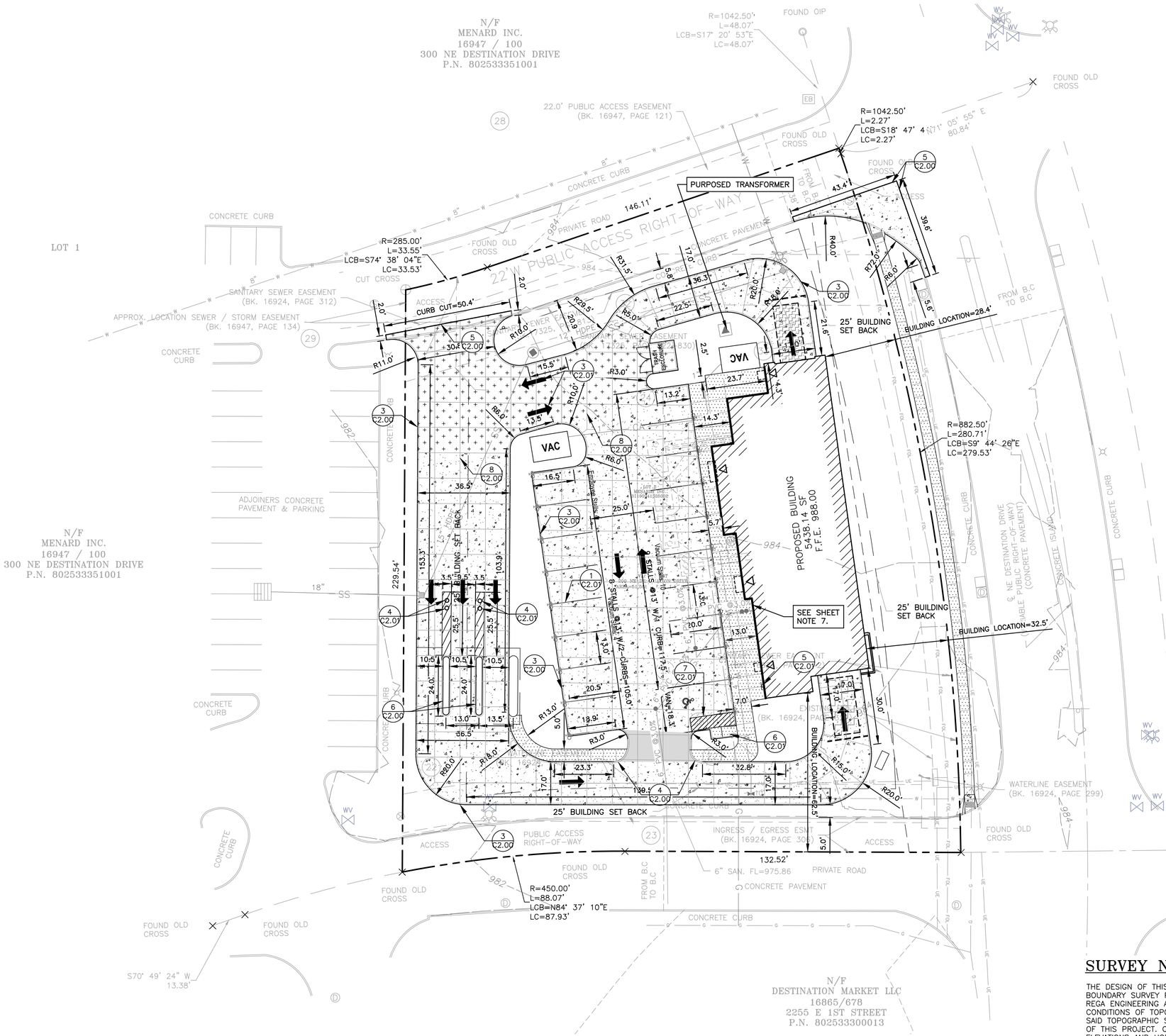
TACK architects
www.tackarch.com

morrissey engineering inc

REGA ENGINEERING GROUP, INC.

DEMOLITION PLAN

C1.01



NORTH
SCALE 1" = 20

20 0 20 40 60 Feet

LEGEND

- 6" CONCRETE PAVEMENT (1/C2.00, 7/C2.00)
- 6" STAMPED/COLORED CONCRETE (SEE PROJECT SPECIFICATIONS)
- 7" CONCRETE PAVEMENT (1/C2.00, 7/C2.00)
- 4" SIDEWALK PAVEMENT (2/C2.00)
- SNOW MELT SYSTEM (1/C2.00)
- PROPERTY LINE ASSUMED
- PAINTED TRAFFIC ARROW
- PIPE BOLLARD (4/C2.00)
- STRUCTURAL STOOP, PROVIDE ½" EXPANSION JOINT w/POLYURETHANE SEALANT (SEE STRUCTURAL PLANS)

SHEET NOTES

1. PAINTED UNLOADS AND ISLANDS ARE 4" WIDE STRIPE, COLOR YELLOW. 2' O.C. @ 45°.
2. PAINT SHALL BE ACRYLIC RESIN LEAD AND CHROMIUM FREE WATERBORNE TRAFFIC PAINT OR VOC COMPLIANT ALKYD RESIN LEAD AND CHROMIUM FREE TRAFFIC PAINT.
3. UNDER NO CIRCUMSTANCES SHALL FACE OF CURB BE PAINT STRIPPED.
4. CURE TO BE REMOVED PRIOR TO APPLICATION OF PAINT STRIPING.
5. ALL PAINT STRIPING SHALL BE 4" IN WIDTH, COLOR YELLOW.
6. SEE ARCHITECTURAL PLANS FOR FURTHER INFORMATION ON BUILDING.
7. 1/2" PREFORMED EXPANSION JOINT WITH SEALANT ALONG BUILDING.
8. VACUUM EQUIPMENT AND DESIGN LAYOUT BY OTHERS.

PARKING REQUIREMENTS

TOTAL EMPLOYEES ON LARGEST SHIFT = 4 EMPLOYEES

REQUIRED PARKING 1 STALL PER 1 EMPLOYEES = 4 STALLS

TOTAL EMPLOYEE STALLS PROVIDED = 4 STALLS

SURVEY NOTE:

THE DESIGN OF THIS PROJECT IS BASED ON A TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED TO REGA ENGINEERING BY THE CLIENT. REGA ENGINEERING ACCEPTS NO RESPONSIBILITY FOR ACTUAL FIELD CONDITIONS OF TOPOGRAPHIC FEATURES AND ANY NEGATIVE AFFECTS SAID TOPOGRAPHIC SURVEY HAS ON THE DESIGN AND CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL FIELD VERIFY ALL NECESSARY ELEVATIONS AND HORIZONTAL CONTROL BEFORE COMMENCING WORK.

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SITE LAYOUT PLAN

C1.02



3. STORM SEWER NOTES:

a. ALL STORM SEWER IN THE ROW SHALL BE RCO, UNLESS OTHERWISE APPROVED BY THE CITY.
b. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC.
c. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TIE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
d. STORM SEWER CLEANING AND TELEVISING SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISING.
e. USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.

4. SIGNAGE NOTES:

a. ALL SIGNAGE SHALL BE SUPPLIED AND INSTALLED BY THE DEVELOPER.
b. ALL DIGN POSTS SHALL BE TELESPAR 2"X2" SQUARE TUBE GALVANIZED STEEL (14-GAUGE MIN.) WITH 7/16" KNOCKOUT STYLE PERFORATIONS THAT ARE PRE-PUNCHED.

1. SANITARY SEWER NOTES:

a. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
b. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS(8" TO 15").
c. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5(4" TO 6").
d. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
e. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
f. ALL THE SANITARY SEWER MANHOLES CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B:PCCSNW/ADJUSTING MECHANISM.
g. SANITARY SEWER TESTING, CLEANING AND TELEVISING SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISING.

2. WATER MAIN NOTES:

a. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250(3-WAY A-423), OR COW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STREAMER NOZZLE, THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
b. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
c. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
d. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
e. WATER SERVICES SHALL BE 1-INCH RESIDENTIAL, 2" COMMERCIAL MINIMUM TYPE K COPPER.
f. PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE DEVELOPER. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
g. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.

LEGEND

- PROPERTY LINE
- SANITARY SEWER LINE (4 C2.02)
- WATER LINE (2 C2.02)
- PROPOSED STORM SEWER LINE (4 C2.02) — 15" RCP; 4"-12" PVC SS
- FIRE HYDRANT
- WATER VALVE
- PROPOSED STORM SEWER MANHOLE
- PROPOSED STORM SEWER INLET
- CLEANOUT (5 C2.02, 6 C2.02)
- DOWN SPOUTS
- GAS LINE
- GAS METER
- IRRIGATION SLEEVE. LOCATION IS ASSUMED, COORDINATE FINAL LOCATION AND SIZE WITH IRRIGATION CONTRACTOR. REFER TO GENERAL IRRIGATION NOTES (#6) ON LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.
- TRANSFORMER (SEE ELECTRICAL PLANS)

SHEET NOTES:

1. ALL UTILITIES TERMINATE 5'-0" OUTSIDE BUILDING. FOR CONTINUATION INSIDE BUILDING, SEE MECH./ELEC. PLANS.
2. CONTRACTOR SHALL COORDINATE GAS LINE AND GAS METER CONNECTIONS WITH BLACK HILLS ENERGY.
3. CONTRACTOR TO VERIFY ALL LOCATIONS OF UTILITIES BEFORE BORING AND TRENCHING.
4. CONTRACTOR TO FIELD VERIFY ALL UTILITIES IF CONFLICT OCCURS BETWEEN EXISTING AND PROPOSED CONTACT ENGINEER BEFORE BUILDING.
5. CONTRACTOR SHALL OPEN CUT ALL UTILITIES UNLESS OTHERWISE NOTED.

SURVEY NOTE:

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Utilities
City of Grimes Public Works
1700 SE Destination Drive
Grimes, IA 50111
Contact: Kevin Hensley, Public Works Director
Phone: 515-986-4050

Sanitary Sewer - City of Grimes
Storm Sewer - City of Grimes
Water - City of Grimes

Development Services
City of Grimes
410 SE Main Street, Suite 102
Grimes, IA 50111
Phone: 515-986-4050

Electric and Natural Gas Utility
Electric
MidAmerican Energy Corporation
666 Grand Avenue
Des Moines, IA 50309
Contact: Matt Reinhardt
Phone: 515-252-6413
Email: Mjreinhardt@MidAmerican.com

Natural Gas
Black Hills Energy
1205 SW 37th St
Grimes, IA 50111
Phone: 888-890-5554

Telephone
Century Link
4201 Kingman Blvd. 2nd Floor
Des Moines, IA 50311
Contact: Cindy Carter
Phone: 515-554-3316

Health Department
Polk County Health Department
1907 Carpenter Ave
Des Moines, IA 50314
Phone: 515-286-3798

Fire Department
Johnston-Grimes Metropolitan Fire Department
6373 Merle Hay Rd
Johnston, IA 50131
Contact: Craig Ver Huel
Phone: 515-720-8021
Email: Cverhuel@cityofjohnston.com

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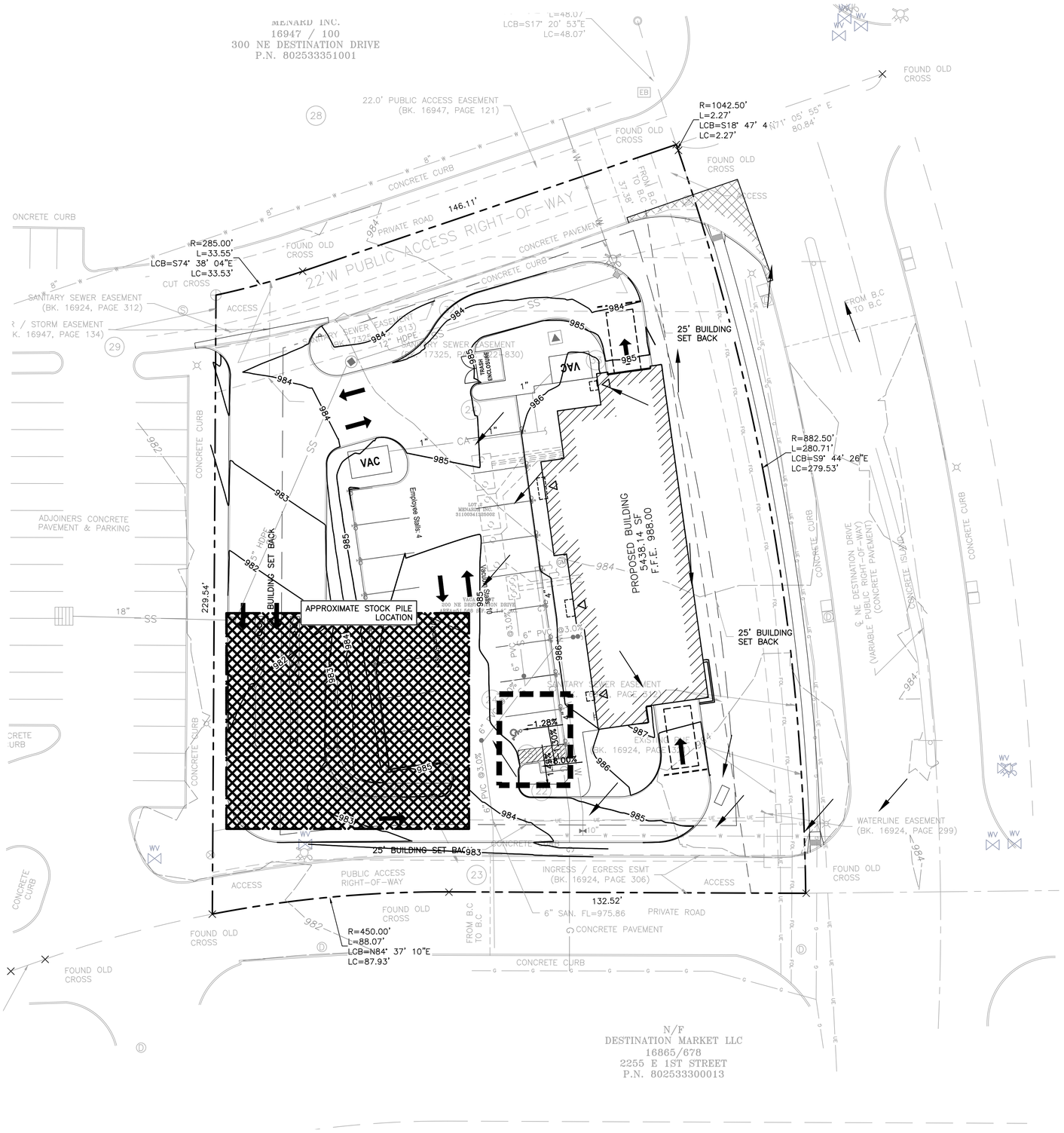
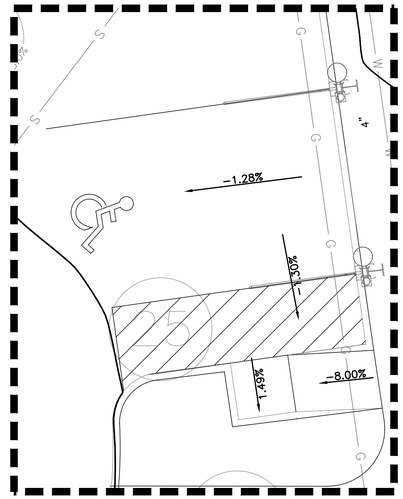
UTILITY PLAN **C1.03**





ENLARGED PLAN VIEW #1

SCALE : 1"=5'

NORTH

SCALE 1" = 20

20 0 20 40 60 Feet

LEGEND

- PROPERTY LINE
- 984 – EXISTING CONTOURS
- 985 – PROPOSED CONTOURS
- TRC XXXX.XX – TOP OF ROLLOVER CURB
- TC XXXX.XX – TOP OF CURB SPOT ELEVATION
- GUT XXXX.XX – CURB GUTTER ELEVATION
- P XXXX.XX – PAVEMENT SPOT ELEVATION
- G XXXX.XX – SPOT GROUND ELEVATION
- TW XXXX.XX – TOP OF WALL SPOT ELEVATION
- BW XXXX.XX – BOTTOM OF RETAINING WALL (FINISH GRADE AT FACE OF WALL)
- TC MATCH – TOP OF CURB TO MATCH TOP OF CURB EXISTING ELEVATION
- P MATCH – PAVEMENT TO MATCH EXISTING PAVEMENT ELEVATION
- DIRECTION OF FLOW

SHEET NOTES:

1. ALL UTILITIES TERMINATE 5'-0" OUTSIDE BUILDING. FOR CONTINUATION INSIDE BUILDING, SEE MECH./ELEC. PLANS.
2. CONTRACTOR SHALL COORDINATE GAS LINE AND GAS METER CONNECTIONS WITH BLACK HILLS ENERGY.
3. CONTRACTOR TO VERIFY ALL LOCATIONS OF UTILITIES BEFORE BORING AND TRENCHING.
4. CONTRACTOR TO FIELD VERIFY ALL UTILITIES IF CONFLICT OCCURS BETWEEN EXISTING AND PROPOSED CONTACT ENGINEER BEFORE BUILDING.
5. CONTRACTOR SHALL OPEN CUT ALL UTILITIES UNLESS OTHERWISE NOTED.

SURVEY NOTE:

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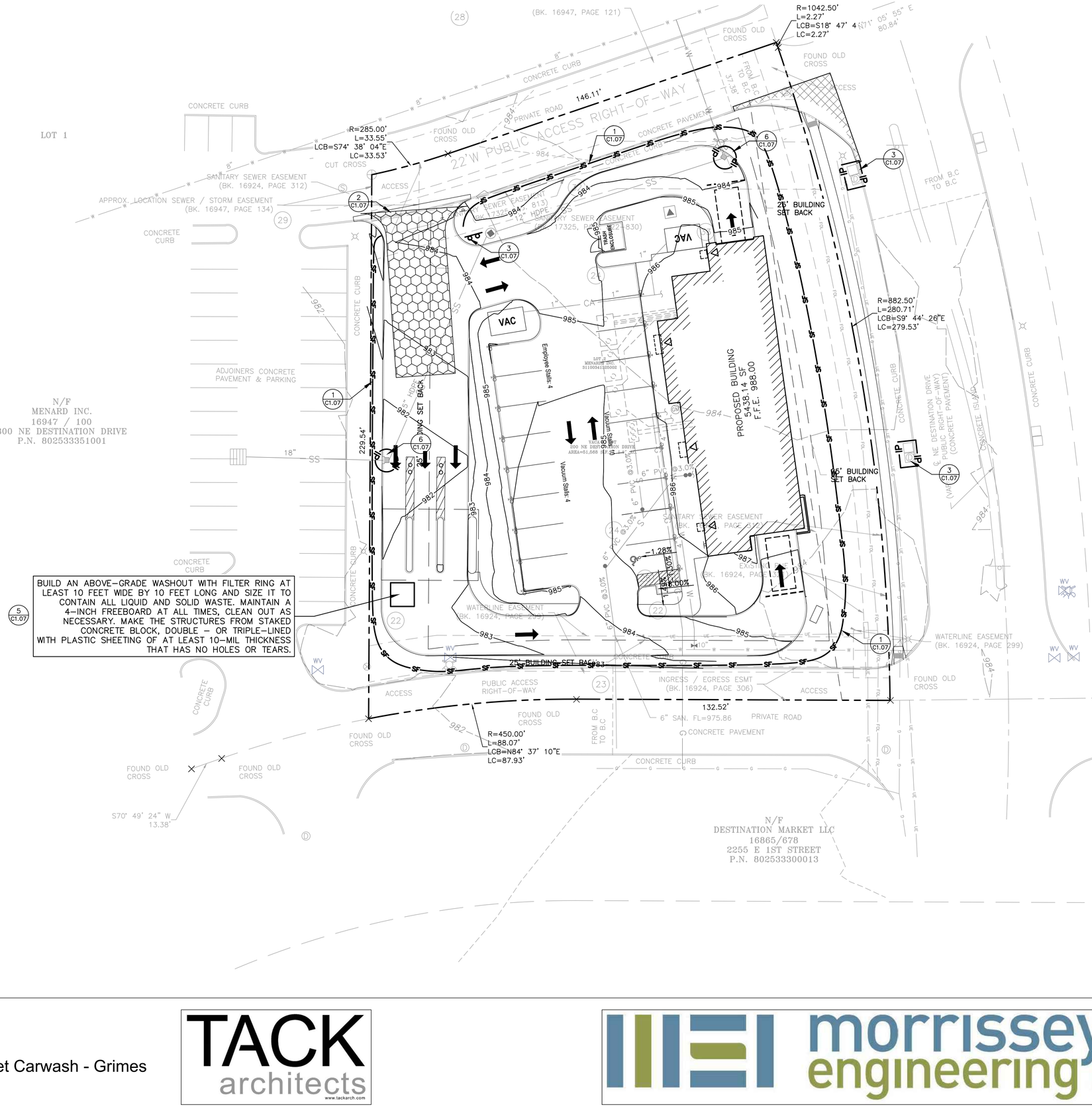
GRADING PLAN **C1.04**



BUILD AN ABOVE-GRADE WASHOUT WITH FILTER RING AT LEAST 10 FEET WIDE BY 10 FEET LONG AND SIZE IT TO CONTAIN ALL LIQUID AND SOLID WASTE. MAINTAIN A 4-INCH FREEBOARD AT ALL TIMES, CLEAN OUT AS NECESSARY. MAKE THE STRUCTURES FROM STAKED CONCRETE BLOCK, DOUBLE - OR TRIPLE-LINED WITH PLASTIC SHEETING OF AT LEAST 10-MIL THICKNESS THAT HAS NO HOLES OR TEARS.

(5 C1.07)

LEGEND

- CONSTRUCTION ENTRANCE (2 C1.07)
- SF — SILT FENCE (1 C1.07)
- 985 — EXISTING CONTOURS
- 985 — PROPOSED CONTOURS
- PROPERTY LINE
- IP / dI — CURB INLET PROTECTION (3 C1.07) / AREA INLET PROTECTION (6 C1.07)

SWPPP NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING AN ACCURATE SET OF STORM WATER PREVENTION POLLUTION PLANS (SWPPP) ON SITE DURING THE TIME OF THEIR WORK.
2. THE CONTRACTOR SHALL ADHERE TO TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES ON THIS SITE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES THROUGHOUT THE PROJECT, ANY AND ALL FINES ASSOCIATED WITH EROSION CONTROL VIOLATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
4. ALL MEASURES SHOWN ON THE STORM WATER PREVENTION POLLUTION PLAN (SWPPP) SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE.
5. ALL SEDIMENT AND EROSION CONTROL PRACTICES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND AFTER ANY STORM EVENT OF GREATER THAT 0.5 INCHES OF PRECIPITATION DURING ANY 24 HOUR PERIOD BY THE CONTRACTOR AND MUST BE DOCUMENTED AND KEPT ON SITE FOR ACCESSIBILITY. THE CONTRACTOR SHALL COMPLETE WEEKLY REPORT AND PROVIDE REPORT TO ARCHITECT, ANY CHANGES MADE TO THE SWPPP SHALL BE REDLINED AND INITIALED ON THE PLANS BY THE CONTRACTOR.
6. ANY NECESSARY REPAIRS OR CLEAN UP TO MAINTAIN THE EFFECTIVENESS OF THE BEST MANAGEMENT PRACTICES SHALL BE MADE IMMEDIATELY BY THE CONTRACTOR ON SITE.
7. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
8. SILT FENCE SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCE WHEN IT REACHES ONE HALF THE HEIGHT OF THE SILT FENCE.
9. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED BY THE CONTRACTOR ON SITE, IN A CONDITION, WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON THE PUBLIC RIGHT OF WAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITION DEMANDS.

SURVEY NOTE:

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STORM WATER POLLUTION PREVENTION PLAN

C1.05

SANITARY WASTE MANAGEMENT
SM-1

DESCRIPTION AND PURPOSE
PROPER SANITARY WASTE MANAGEMENT PREVENT THE DISCHARGE OF POLLUTANTS TO STORMWATER FROM SANITARY WASTE BY PROVIDING CONVENIENT, WELL-MAINTAINED FACILITIES, AND ARRANGING FOR REGULAR SERVICE AND DISPOSAL.

SUITABLE APPLICATIONS
SANITARY WASTE MANAGEMENT PRACTICES ARE SUITABLE FOR USE AT ALL CONSTRUCTION SITES THAT USE TEMPORARY OR PORTABLE SANITARY WASTE SYSTEMS.

LIMITATIONS
NONE IDENTIFIED.

IMPLEMENTATION
ONLY CONTRACT WITH A SUPPLIER OF TEMPORARY SANITARY WASTE FACILITIES THAT DISPOSES OF OR TREATS THE WASTE IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

- TEMPORARY SANITARY FACILITIES WILL BE LOCATED AWAY FROM DRAINAGE FACILITIES, WATERCOURSES AND FROM TRAFFIC CIRCULATION, AND IN A CONVENIENT LOCATION.
- WHEN SUBJECTED TO HIGH WINDS OR RISK OF HIGH WINDS, TEMPORARY SANITARY FACILITIES WILL BE SECURED TO PREVENT OVERTURNING.
- WASTEWATER WILL NOT BE DISCHARGED OR BURIED WITHIN THE PROJECT SITE.
- SANITARY FACILITIES WILL BE MAINTAINED IN GOOD WORKING ORDER BY A LICENSED SERVICE.
- REGULAR WASTE COLLECTION BY A LICENSED HAULER WILL BE ARRANGED BEFORE FACILITIES OVERFLOW.

EDUCATION
- EMPLOYEES, SUBCONTRACTORS, AND SUPPLIERS WILL BE EDUCATED ON SANITARY WASTE STORAGE, DISPOSAL PROCEDURES AND THE POTENTIAL DANGERS TO HUMANS AND THE ENVIRONMENT FROM SANITARY WASTES.
- A CONTINUING EDUCATION PROGRAM WILL INDOCTRINATE NEW EMPLOYEES.

INSPECTION AND MAINTENANCE
- INSPECT AND VERIFY THAT TEMPORARY SANITARY FACILITIES ARE IN PLACE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. WHILE CONSTRUCTION ACTIVITIES ARE UNDER WAY, INSPECT WEEKLY.
- ARRANGE FOR REGULAR WASTE COLLECTION.
- IF HIGH WINDS ARE EXPECTED, PORTABLE SANITARY FACILITIES WILL BE SECURED WITH SPIKES OR WEIGHED DOWN TO PREVENT OVER TURNING.

SOLID WASTE MANAGEMENT
SM-2

DESCRIPTION AND PURPOSE
SOLID WASTE MANAGEMENT PROCEDURES AND PRACTICES HAVE BEEN DESIGNED TO PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO STORMWATER FROM SOLID OR CONSTRUCTION WASTE BY PROVIDING DESIGNATED WASTE COLLECTION CONTAINERS, ARRANGING FOR REGULAR DISPOSAL, AND TRAINING EMPLOYEES AND SUBCONTRACTORS.

SUITABLE APPLICATIONS
- SOLID WASTE GENERATED FROM TREES AND SHRUBS REMOVED DURING LAND CLEARING, DEMOLITION OF EXISTING STRUCTURES (RUBBLE), AND BUILDING CONSTRUCTION.
- SCRAP OR SURPLUS CONSTRUCTION WASTES AND BUILDING MATERIALS INCLUDING SCRAP METALS, RUBBER, PLASTIC, GLASS PIECES, PACKAGING MATERIALS AND MASONRY PRODUCTS.
- DOMESTIC WASTES INCLUDING FOOD CONTAINERS SUCH AS BEVERAGE CANS, COFFEE CUPS, PAPER BAGS, PLASTIC WRAPPERS, AND CIGARETTES.

LIMITATIONS
- TEMPORARY STOCKPILING OF CERTAIN CONSTRUCTION WASTES MAY NOT NECESSITATE STRINGENT DRAINAGE RELATED CONTROLS DURING THE NON-RAINY SEASON.

IMPLEMENTATION
THE FOLLOWING STEPS WILL BE DONE TO KEEP A CLEAN SITE AND REDUCE STORMWATER POLLUTION:
- USE ONLY WATERTIGHT DUMPSTERS ONSITE.
- PROVIDE AN ADEQUATE NUMBER OF CONTAINERS WITH LIDS OR COVERS TO KEEP RAIN OUT AND TO PREVENT LOSS OF WASTES WHEN IT IS WINDY.
- LOCATE CONTAINERS IN A COVERED AREA OR IN A SECONDARY CONTAINMENT.
- COLLECT SITE LITTER REGULARLY, ESPECIALLY DURING RAINY AND WINDY CONDITIONS.
- ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINERS OVERFLOW.
- CLEAN UP IMMEDIATELY IF A CONTAINER DOES SPILL.

EDUCATION
- PROHIBIT LITTERING BY EMPLOYEES, SUBCONTRACTORS, AND VISITORS.
- DUMPSTERS WILL BE LOCATED AT LEAST 50 FT FROM DRAINAGE FACILITIES AND WATERCOURSES AND WILL NOT BE LOCATED IN AREAS PRONE TO FLOODING OR PONDING.
- THE CONTRACTOR'S SUPERINTENDENT WILL OVERSEE AND ENFORCE PROPER SOLID WASTE MANAGEMENT PROCEDURES AND PRACTICES.
- THE CONTRACTOR'S SUPERINTENDENT WILL INSTRUCT EMPLOYEES AND SUBCONTRACTORS ON IDENTIFICATION OF SOLID WASTE AND HAZARDOUS WASTE.
- THE CONTRACTOR'S SUPERINTENDENT WILL REQUIRE THAT EMPLOYEES AND SUBCONTRACTORS FOLLOW SOLID WASTE HANDLING AND STORAGE PROCEDURES.
- THE CONTRACTOR'S SUPERINTENDENT WILL MAKE SURE THAT TOXIC LIQUID WASTES (USED OILS, SOLVENTS, AND PAINTS) AND CHEMICALS (ACIDS, PESTICIDES, ADDITIVES, CURING COMPOUNDS) ARE NOT DISPOSED OF IN DUMPSTERS DESIGNATED FOR CONSTRUCTION DEBRIS.

INSPECTION AND MAINTENANCE
- THE CONTRACTOR'S SUPERINTENDENT WILL VERIFY THAT DUMPSTER IS IN BEFORE THE COMMENCEMENT OF ASSOCIATED ACTIVITIES. WHILE ACTIVITIES ASSOCIATED WITH THE BMP ARE UNDERWAY, INSPECT WEEKLY TO VERIFY CONTINUED BMP IMPLEMENTATION.
- THE CONTRACTOR'S SUPERINTENDENT WILL INSPECT CONSTRUCTION DUMPSTER'S AREA REGULARLY.
- THE CONTRACTOR'S SUPERINTENDENT WILL ARRANGE FOR REGULAR WASTE COLLECTION.

MATERIAL DELIVERY AND STORAGE
SM-3

DESCRIPTION AND PURPOSE
PREVENT, REDUCE, OR ELIMINATE THE DISCHARGE OF POLLUTANTS FROM MATERIAL DELIVERY AND STORAGE TO THE STORMWATER SYSTEM, STREAMS OR LAKES BY STORING MATERIALS IN DESIGNATED AREAS, INSTALLING SECONDARY CONTAINMENT, CONDUCTING REGULAR INSPECTIONS, MINIMIZING THE STORAGE OF HAZARDOUS MATERIALS ONSITE, AND TRAINING EMPLOYEES AND SUBCONTRACTORS.

SUITABLE APPLICATIONS
THESE PROCEDURES WILL BE USED AT ALL CONSTRUCTION SITES WITH DELIVERY AND STORAGE OF ERODIBLE, HAZARDOUS, OIL BASED, OR OTHER POLLUTING MATERIALS.

IMPLEMENTATION
THE FOLLOWING STEPS WILL BE TAKEN TO MINIMIZE RISK.
DELIVERIES:
- DELIVERIES WILL BE LOCATED AWAY FROM TRAFFIC.
- MATERIAL DELIVERED AND STORED WILL BE LOCATED NEAR THE SITE ENTRANCES (LOT LEVEL NEAR PROPOSED DRIVE WAY) AND AWAY FROM AREA OR CURB INLETS, STREAMS, OR WATERWAYS.
- IF POSSIBLE DELIVERY AREAS WILL BE IN LOCATIONS THAT ARE TO BE PAVED.

STORAGE:
- TEMPORARY STORAGE WILL BE LOCATED AWAY FROM TRAFFIC.
- AN UP-TO-DATE INVENTORY OF ALL STORED MATERIAL WILL BE KEPT.
- CHEMICALS, DRUMS OR BAGGED MATERIAL WILL BE ON A PALLET, INSIDE A SECONDARY CONTAINMENT (EARTHEN DIKE, HORSE TROUGH, OR WADING POOL FOR NON-REACTIVE MATERIALS).
- CHEMICALS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS.

PRACTICES
- AN AMPLE SUPPLY OF APPROPRIATE SPILL CLEAN UP MATERIAL WILL BE KEPT NEAR STORAGE AREAS.
- DRUMMED, BARRELED, OR BAGGED MATERIALS WILL BE INDOORS WITHIN EXISTING STRUCTURES WHEN AVAILABLE.
- A TEMPORARY CONTAINMENT FACILITY WILL:
  * BE DESIGNED TO PROVIDE FOR A SPILL OF 10% OF THE TOTAL STORED, OR 100% OF THE CAPACITY OF THE LARGEST CONTAINER, WHICHEVER IS GREATER.
  * BE DESIGNED SO THAT MATERIAL USED TO CONTAIN A SPILL SHOULD BE IMPERVIOUS TO THE STORED MATERIAL FOR A MINIMUM CONTACT TIME OF 72 HOURS.
  * BE MAINTAINED FREE OF SPILLS OR ACCUMULATED RAINFALL.
  * HAVE SPACE BETWEEN THE STORED MATERIAL, AND ACCESS FOR EMERGENCY RESPONSE.
  * NOT STORE INCOMPATIBLE MATERIALS (I.E. AMMONIA & CHLORINE) IN THE SAME CONTAINMENT.
  * DRUMS, BARRELS OR BAGS, STORED OUTDOORS, WILL BE TARPED DURING NON-WORKING HOURS.
- STOCK PILES WILL BE LOCATED A MINIMUM OF 50FT FROM CONCENTRATED FLOWS IN STORMWATER, DRAINAGE COURSES, AND UNPROTECTED INLETS (AREA OR CURB)
  * ACTIVE STOCKPILES WILL BE PROTECTED IN ACCORDANCE WITH THE FOLLOWING PRACTICES:
    - RUNOFF WILL BE CONTROLLED USING BERMS, DIKES, FIBER ROLES, SILT FENCE OR OTHER APPROPRIATE CONTROLS.
  * INACTIVE STOCKPILES WILL BE PROTECTED IN ACCORDANCE WITH THE FOLLOWING PRACTICES:
    - STOCKPILES WILL BE VEGETATIVELY COVERED OR TARPED.
    - RUNOFF WILL BE CONTROLLED USING BERMS, DIKES, FIBER ROLES, SILT FENCE OR OTHER APPROPRIATE CONTROLS.

EDUCATION
- EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS WILL BE EDUCATED ON DELIVERY AND STORAGE PROCEDURES AND THEIR RESPONSIBILITIES.

INSPECTION AND MAINTENANCE
- INSPECTIONS WILL BE CONDUCTED TO VERIFY THAT ALL MEASURES ARE IN PLACE AND FUNCTIONING.
- REPAIRS &/OR REPLACEMENT OF CONTROLS AND COVERS AS NEEDED.

SITE INFORMATION

ROCKET CARWASH – GRIMES, IA.		200 NE DESTINATION DRIVE	
Project Name		Address	
–		GRIMES	POLK
Subdivision Name		City	County
41° 41' 23.6"N	93° 46' 10.7" W	IOWA	50111
Latitude	Longitude	State	Zip Code

Total Site Area (Acres)	1.18 Ac.		
Disturbed Area (Acres)	1.03 Ac.		
Undisturbed Area (Acres)	0.15 Ac.		
Impervious Area Before Construction (%)	0	Runoff Coefficient Before Construction	0.42
Impervious Area After Construction (%)	70%	Runoff Coefficient After Construction	0.76

CONSTRUCTION ACTIVITIES & SCHEDULE

ACTIVITY	SCHEDULE
INSTALL ALL BMP'S NEEDED AND ASSOCIATED WITH THE GRADING PHASE SUCH AS STABILIZED CONSTRUCTION ENTRANCES, SILT BASINS, RISER PIPES, OUTLET PIPES, SILT TRAPS, SILT FENCE, DIVERSIONS, TERRACES, AND ETCETERA.	PRIOR TO ANY STRIPPING OF EXISTING VEGETATION OR GRADING.
PROCEED WITH STRIPPING OF EXISTING VEGETATION AND GRADING IN ACCORDANCE WITH THE GRADING PLAN BUT DISTURBING NO MORE THAN IS NECESSARY.	AFTER INSTALLING ALL BMP'S NEEDED AND ASSOCIATED WITH THE GRADING PHASE. FURTHERMORE, INSPECTOR APPROVAL MUST BE OBTAINED BEFORE THE START OF ANY STRIPPING OF EXISTING VEGETATION OR GRADING
PROCEED WITH INFRASTRUCTURE INSTALLATION.	INFRASTRUCTURE INSTALLATION MUST OCCUR PRIOR TO ANY LOT DEVELOPMENT.
IMPLEMENT THE INSTALLATION OF TEMPORARY SEEDING, PERMANENT SEEDING, AND/OR MULCHING.	STABILIZATION MEASURES MUST BE INITIATED AS SOON AS POSSIBLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
IMPLEMENT THE INSTALLATION ALL BMP'S NEEDED AND ASSOCIATED WITH THE BUILDING PHASE.	BUILDING PHASE BMP'S MUST BE INSTALLED CONCURRENTLY WITH LOT DEVELOPMENT.
PROCEED WITH REMOVAL OF BMP'S.	BMP'S MAY NOT BE REMOVED UNTIL EACH IMPACTED DRAINAGE BASIN HAS BEEN FULLY DEVELOPED. FULL DEVELOPMENT SHALL MEAN INSTALLATION OF PAVEMENTS, BUILDINGS, AND UTILITIES, LANDSCAPING, AND FULLY ESTABLISHED PERMANENT SEEDING. FURTHERMORE, INSPECTOR APPROVAL MUST BE OBTAINED BEFORE THE REMOVAL OF ANY BMP'S.

GENERAL NOTES:

1. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES AND STORM WATER MANAGEMENT PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE IOWA DNR GENERAL PERMIT, OR THE FEDERAL WATER POLLUTION CONTROL ACT AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES).

2. FOLLOWING SOIL DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN (7) CALENDAR DAYS TO THE SURFACE OF ALL PERIMETER SEDIMENT CONTROLS, TOPSOIL STOCKPILES, AND ANY OTHER DISTURBED AREAS ON WHICH ACTUAL EARTH MOVING ACTIVITIES ARE BEING PERFORMED.

3. THIS EROSION CONTROL PLAN MEETS OR EXCEEDS THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STANDARDS. THE OWNER OR THE OWNERS AGENT SHALL BE RESPONSIBLE FOR ALL PERMIT FEES AS REQUIRED FOR REVIEW AND ACCEPTANCE PRIOR TO BEGINNING ANY CONSTRUCTION. IT SHALL BE THE OWNERS RESPONSIBILITY WHETHER A CONTRACTOR INSTALLS THE EROSION CONTROL MEASURES TO HAVE THE SILT FENCE, CONSTRUCTION ENTRANCE AND OTHER EROSION CONTROL MEASURES EITHER SHOWN ON THE PLANS, LISTED OR AS DETERMINED BY THE LOCAL GOVERNING BODY INSTALLED PRIOR TO ANY CONSTRUCTION OPERATIONS BEGINNING. IT SHALL BE THE OWNERS RESPONSIBILITY TO HAVE THE SILT FENCE, CONSTRUCTION ENTRANCE AND OTHER EROSION CONTROL MEASURES EITHER SHOWN ON THE PLANS, LISTED OR AS DETERMINED BY THE LOCAL GOVERNING BODY INSPECTED TO IDENTIFY MAINTENANCE NEEDS AND/OR STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND, UPON INITIATION OF CONSTRUCTION ACTIVITIES, BEGIN A ROUTINE MONITORING FREQUENCY THAT DOES NOT EXCEED 7 DAYS. A SITE INSPECTION IS REQUIRED WHENEVER A RAINFALL TOTAL OF 0.25 INCHES OR GREATER IS OBSERVED BASED ON A SINGLE MONITORING EVENT, OR BASED ON THE CUMULATIVE TOTAL OF TWO CONSECUTIVE MONITORING EVENTS WHEN THE RAINFALL TOTAL OF THE FIRST MONITORING EVENT IS LESS THAN 0.25 INCHES. THE OWNER SHALL MAINTAIN THE SITE INSPECTION REPORTS ON-SITE OR AT THE RECORDS STORAGE LOCATION IDENTIFIED IN THE NOI. THE OWNER SHALL PROVIDE A COPY OF THE SITE INSPECTION REPORTS TO KDHE OR EPA UPON REQUEST. ANY NECESSARY REPAIRS OR CLEAN UP TO MAINTAIN THE EFFECTIVENESS OF THE BEST MANAGEMENT PRACTICES SHALL BE MADE WITHIN 7 CALENDAR DAYS BY THE CONTRACTOR ON SITE. THIS MINIMUM INSPECTION FREQUENCY DOES NOT RELIEVE THE OWNER OF MAINTENANCE RESPONSIBILITIES DURING INTERIM PERIODS.

4. THE UNDERSIGNED CERTIFIES THIS PLAN HAS BEEN DESIGNATED IN ACCORDANCE WITH FEDERAL NPDES GUIDELINES AND APPROVED EROSION, SEDIMENT AND STORM WATER ORDINANCES, PROGRAMS, REGULATIONS, STANDARDS AND CRITERIA OF THE CITY OF GRIMES AND THE IOWA DNR.

STREET CLEANING / SWEEPING
SM-4

DESCRIPTION AND PURPOSE
STREET CLEANING AND MAINTENANCE INCLUDES THE USE OF FRONT-END LOADERS, SHOVELS AND SWEEPERS TO REMOVE TRACKED SEDIMENT FROM THE STREETS AND PAVED SURFACES. STREET CLEANING PREVENTS SEDIMENT FROM ENTERING STORM DRAINS AND LOADING SEDIMENT BASINS AND /OR RECEIVING STREAMS.

SUITABLE APPLICATIONS
STREET CLEANING WILL BE DONE ANYWHERE SEDIMENT IS TRACKED FROM A SITE ONTO A PUBLIC OR PRIVATE PAVED STREET OR SURFACE, TYPICALLY AT POINTS OF ENTRY. FLUSHING SEDIMENT OFF OF THE SURFACE INTO THE STORM SYSTEM WILL NEVER BE AN ACCEPTABLE PRACTICE.

IMPLEMENTATION
THE FOLLOWING STEPS WILL BE TAKEN TO KEEP THE STREETS CLEAN:
- ACCESS POINTS WILL BE LIMITED AND CONTROLLED. THIS ALLOWS CLEANING EFFORTS TO BE FOCUSED AND EFFECTIVE.
- ENTRANCE POINTS WILL BE EVALUATED DAILY FOR TRACK-OUT.
- VISIBLE SEDIMENT TRACKING WILL BE CLEANED OR SWEPT DAILY
- KICK BROOMS OR DRY SWEEPING WILL NOT BE USED; THESE SPREAD THE DIRT, AND GENERATE DUST.
- IF SEDIMENT IS NOT MIXED WITH DEBRIS OR TRASH, IT WILL BE INCORPORATED BACK INTO THE PROJECT SITE.

EDUCATION
- EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS WILL BE EDUCATED ON TRACK-OUT AND STREET CLEANING PROCEDURES, AND THEIR RESPONSIBILITIES.
- A CONTINUING EDUCATION PROGRAM WILL INDOCTRINATE NEW EMPLOYEES.

INSPECTION AND MAINTENANCE
THE FOLLOWING STEPS WILL BE TAKEN:
- EVALUATE ACCESS POINTS DAILY FOR SEDIMENT TRACKING.
- WHEN TRACKED OR SPILLED SEDIMENT IS FOUND ON PAVED SURFACES, IT WILL BE REMOVED DAILY. DURING TIMES OF HEAVY TRACK-OUT, SUCH AS DURING RAINS, CLEANING MAY BE DONE SEVERAL TIMES THROUGHOUT THE DAY.
- UNKNOWN SPILLS OR OBJECTS WILL NOT BE MIXED WITH THE SEDIMENT.
- IF SEDIMENT IS MIXED WITH OTHER POLLUTANTS, IT WILL BE DISPOSED OF PROPERLY AT AN AUTHORIZED LANDFILL.

MAINTENANCE SCHEDULE

THE FOLLOWING MAINTENANCE SCHEDULE HAS BEEN PROVIDED. THE INSPECTOR MUST PERFORM THE INSPECTIONS. THE OPERATOR/CONTRACTOR SHALL ALSO PERFORM ALL NEEDED MAINTENANCE. FURTHERMORE, ALL EROSION CONTROL FEATURE REQUIRING MAINTENANCE MAY NOT BE LISTED BELOW. THE OPERATOR/CONTRACTOR AND INSPECTOR MUST PERFORM THEIR RESPECTIVE DUTIES ON ALL BMP'S THAT ARE NOT LISTED BELOW AS WELL.

1. CONSTRUCTION ENTRANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR THE WASHING AND REWORKING OF EXISTING STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY. THE USE OF WATER TRUCKS TO REMOVE MATERIALS DROPPED, WASHED OR TRACKED ONTO ROADWAYS WILL NOT BE PERMITTED UNDER ANY CIRCUMSTANCE.
2. STRAW BALE BARRIER – THE MAINTENANCE MEASURES ARE AS FOLLOWS: (2.1) STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL; (2.2) CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES; (2.3) NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY; (2.4) SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE/HALF THE HEIGHT OF ANY BARRIER; AND (2.5) ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
3 SILT FENCE – THE MAINTENANCE MEASURES ARE AS FOLLOWS: (3.1) SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY; (3.2) CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED SILT FENCE RESULTING FROM END RUNS AND UNDERCUTTING; (3.3) SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY; (3.4) SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE/HALF THE HEIGHT OF ANY BARRIER; AND (3.5) ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
4. STORM DRAIN INLET PROTECTION – THE MAINTENANCE MEASURES ARE AS FOLLOWS: (4.1) STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NECESSARY; (4.2) STRUCTURES SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE REMAINING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
5. TEMPORARY DIVERSION DIKE – THE MEASURE SHALL BE INSPECTED AFTER EVERY STORM AND REPAIRS MADE TO THE DIKE, FLOW CHANNEL, OUTLET OR SEDIMENT TRAPPING FACILITY, AS NECESSARY. ONCE EVERY TWO WEEKS, WHETHER A STORM EVENT HAS OCCURRED OR NOT, THE MEASURE SHALL BE INSPECTED AND REPAIRS MADE IF NEEDED. DAMAGES CAUSED BY CONSTRUCTION TRAFFIC OR OTHER ACTIVITY MUST BE REPAIRED BEFORE THE END OF EACH WORKING DAY.
6. TEMPORARY FILL DIVERSION – SINCE THE PRACTICE IS TEMPORARY AND UNDER MOST SITUATIONS WILL BE COVERED THE NEXT WORKING DAY, THE MAINTENANCE REQUIRED SHOULD BE LOW. IF THE PRACTICE IS TO REMAIN IN USE FOR MORE THAN ONE DAY, AN INSPECTION SHALL BE MADE AT THE END OF EACH WORK DAY AND REPAIRS MADE TO THE MEASURE IF NEEDED. THE OPERATOR/CONTRACTOR SHOULD AVOID THE PLACEMENT OF ANY MATERIAL OVER THE STRUCTURE WHILE IT IS IN USE. CONSTRUCTION TRAFFIC SHOULD NOT BE PERMITTED TO CROSS THE DIVERSION.
7. TEMPORARY SEDIMENT TRAP – THE MAINTENANCE MEASURES ARE AS FOLLOWS: (7.1) SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DESIGN VOLUME OF THE WET STORAGE. SEDIMENT REMOVAL FROM THE BASIN SHALL BE DEPOSITED IN SUCH A MANNER THAT IT WILL NOT ERODE AND CAUSE SEDIMENTATION PROBLEMS; (7.2) FILTER STONE SHALL BE REGULARLY CHECKED TO ENSURE THAT FILTRATION PERFORMANCE IS MAINTAINED. STONE CHOKED WITH WITH SEDIMENT SHALL BE REMOVED AND CLEANED OR REPLACED; AND (7.3) THE STRUCTURE SHOULD BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT. THE HEIGHT OF THE STRUCTURE SHOULD BE CHECKED TO ENSURE THAT ITS CENTER IS AT LEAST ONE FOOT BELOW THE TOP OF EMBANKMENT.
8. TEMPORARY SEDIMENT BASIN – THE BASIN EMBANKMENT SHOULD BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT. THE EMERGENCY SPILLWAY SHOULD BE CHECKED REGULARLY TO ENSURE THAT ITS LINING IS WELL ESTABLISHED AND EROSION RESISTANT. THE BASIN SHOULD BE CHECKED AFTER EACH RUNOFF PRODUCING RAINFALL FOR SEDIMENT CLEANOUT AND TRASH REMOVAL. WHEN THE SEDIMENT REACHES THE CLEANOUT LEVEL, IT SHALL BE REMOVED AND PROPERLY DISPOSED OF.
9. TEMPORARY SEEDING – AREAS WHICH FAIL TO ESTABLISH VEGETATIVE COVER ADEQUATE TO PREVENT SOIL EROSION MUST BE RESEEDED AS SOON AS SUCH AREAS ARE IDENTIFIED. CONTROL WEEDS BY MOWING.
10. PERMANENT SEEDING – THE MAINTENANCE MEASURES ARE AS FOLLOWS: (10.1) IN GENERAL, A STAND OF VEGETATION CANNOT BE DETERMINED TO BE FULLY ESTABLISHED UNIT IT HAS BEEN MAINTAINED FOR ONE FULL YEAR AFTER PLANTING; (10.2) NEW SEEDLINGS SHALL BE SUPPLIED WITH ADEQUATE MOISTURE. SUPPLY WATER AS NEEDED, ESPECIALLY LATE IN THE SEASON, IN ABNORMALLY HOT OR DRY CONDITIONS, OR ON ADVERSE SITES. WATER APPLICATIONS SHALL BE CONTROLLED TO PREVENT EXCESSIVE RUNOFF; (10.3) INSPECT ALL SEEDED AREAS FOR FAILURES AND MAKE NECESSARY REPAIRS, REPLACEMENTS AND RESEEDINGS WITHIN THE PLANTING SEASON, IF POSSIBLE; (10.3a) IF STAND IS INADEQUATE FOR EROSION CONTROL, OVERSEED AND FERTILIZE USING HALF OF THE RATES ORIGINALLY SPECIFIED; (10.3b) IF STAND IS 60% DAMAGED, RE-ESTABLISH FOLLOWING SEEDBED AND SEEDING RECOMMENDATIONS; (10.3c) IF STAND HAS LESS THAN 40% COVER, RE-EVALUATE CHOICE OF PLANT MATERIALS AND QUANTITIES OF LIME AND FERTILIZER. THE SOIL MUST BE TESTED TO DETERMINE IF ACIDITY OR NUTRIENT IMBALANCES ARE RESPONSIBLE, REESTABLISH THE STAND FOLLOWING SEEDBED AND SEEDING RECOMMENDATIONS.
11. MULCHING – ALL MULCHES AND SOIL COVERINGS SHOULD BE PERIODICALLY INSPECTED (PARTICULARLY AFTER RAINSTORMS) TO CHECK FOR EROSION. WHERE EROSION IS OBSERVED IN MULCHED AREAS, ADDITIONAL MULCH SHOULD BE APPLIED. NETS AND MATS SHOULD BE INSPECTED AFTER RAINSTORMS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, REINSTALL NETTING OR MATTING AS NECESSARY AFTER REPAIRING DAMAGE TO THE SLOPE OR DITCH. INSPECTIONS SHOULD TAKE PLACE UNTIL GRASSES ARE FIRMLY ESTABLISHED. WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE; REPAIR AS NEEDED.
12. SOIL STABILIZATION BLANKETS & MATTING – ALL SOIL STABILIZATION BLANKETS AND MATTING SHOULD BE INSPECTED PERIODICALLY FOLLOWING INSTALLATION, PARTICULARLY AFTER RAIN STORMS TO CHECK FOR EROSION AND UNDERMINING. ANY DISLOCATION OR FAILURE SHOULD BE REPAIRED IMMEDIATELY. IF WASHOUTS OR BREAKAGE OCCURS, REINSTALL THE MATERIAL AFTER REPAIRING DAMAGE TO THE SLOPE OR DITCH. CONTINUE TO MONITOR THESE AREAS UNTIL WHICH TIME THEY BECOME PERMANENTLY STABILIZED; AT THAT TIME AN ANNUAL INSPECTION SHOULD BE ADEQUATE.
13. STREET CLEANING/SWEEPING – THE MAINTENANCE MEASURES ARE AS FOLLOWS: (13.1) EVALUATE ACCESS POINTS DAILY FOR SEDIMENT TRACKING; (13.2) WHEN TRACKED OR SPILLED SEDIMENT IS FOUND ON PAVED SURFACES, IT WILL BE REMOVED DAILY. DURING TIMES OF HEAVY TRACKOUT, SUCH AS DURING RAINS, CLEANING MAY BE DONE SEVERAL TIMES DURING THE DAY; (13.3) UNKNOWN SPILLS OR OBJECTS WILL NOT BE MIXED WITH THE SEDIMENT; AND (13.4) IF SEDIMENT IS MIXED WITH OTHER POLLUTANTS, IT WILL BE DISPOSED OF PROPERLY AT AN AUTHORIZED LANDFILL.
14. WATER MAIN FLUSHING – UTILITY CONTRACTOR SHALL COORDINATE WATER MAIN FLUSHING LOCATION WITH OWNER. ENSURE APPROPRIATE EROSION CONTROL MEASURES ARE USED.

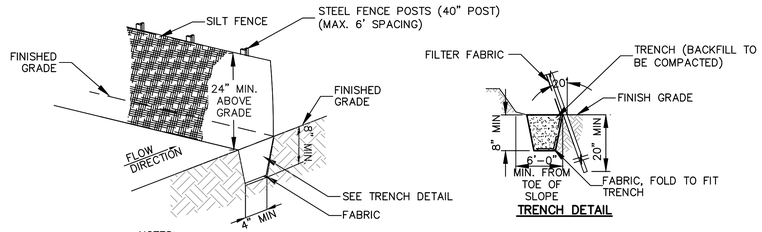
VEHICLE AND EQUIPMENT FUELING
SM-5

DESCRIPTION AND PURPOSE
VEHICLE EQUIPMENT FUELING PROCEDURES AND PRACTICES ARE DESIGNED TO PREVENT FUEL SPILLS AND LEAKS, AND REDUCE OR ELIMINATE CONTAMINATION OF STORMWATER. THIS WILL BE ACCOMPLISHED BY FUELING AS OUTLINED BELOW, IMPLEMENTING SPILL CONTROLS, AND TRAINING EMPLOYEES AND REQUIRING SUBCONTRACTORS TO HAVE PERSONNEL TRAINED IN PROPER FUELING PROCEDURES.

SUITABLE APPLICATIONS
FUELING MANAGEMENT PRACTICES ARE SUITABLE FOR USE AT ALL CONSTRUCTION SITES THAT USE FUELING TANKS OR FUELING TRUCK SYSTEMS.

LIMITATIONS
- WITH THE EXCEPTION OF TRACKED EQUIPMENT SUCH AS BULLDOZERS AND LARGE EXCAVATORS, MOBILE CONSTRUCTION EQUIPMENT WILL BE TRANSPORTED TO DESIGNATED FUELING AREAS.

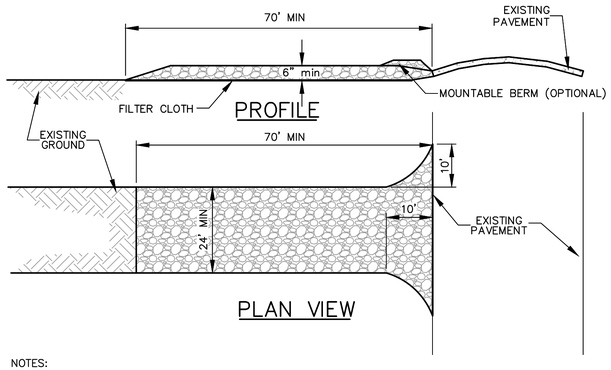
IMPLEMENTATION
- OFFSITE-FUELING STATIONS WILL BE USED AS MUCH AS POSSIBLE.
- "TOPPING-OFF" OF FUEL TANKS WILL BE DISCOURAGED.
- ABSORBENT SPILL CLEANUP MATERIALS AND SPILL KITS WILL BE AVAILABLE IN FUELING AREAS OR ON FUELING TRUCKS, AND WILL BE DISPOSED OF PROPERLY AFTER USE.
- DRIP PANS OR ABSORBENT PADS WILL BE USED DURING FUELING, UNLESS THE FUELING IS PERFORMED OVER AN IMPERMEABLE SURFACE IN A DEDICATED FUELING AREA.
- ABSORBENT MATERIALS WILL BE USED ON SMALL SPILLS. SPILLS WILL NOT BE HOSED DOWN OR BURIED. USED ADSORBENT MATERIALS WILL BE REMOVED PROMPTLY AND DISPOSED OF PROPERLY.
- FUELING WILL TAKE PLACE IN AREAS PROTECTED FROM STORMWATER RUN-ON AND RUNOFF, AND WILL BE LOCATED AT LEAST 50 FT AWAY FROM DOWNSTREAM DRAINAGE FACILITIES AND WATERCOURSES. DESIGNATED FUELING AREAS WILL BE IDENTIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
- PROTECTED FUELING AREAS WITH BERMS OR DIKES TO PREVENT RUN-ON, RUNOFF, AND TO CONTAIN SPILLS.
- NOZZ



TRENCH DETAIL

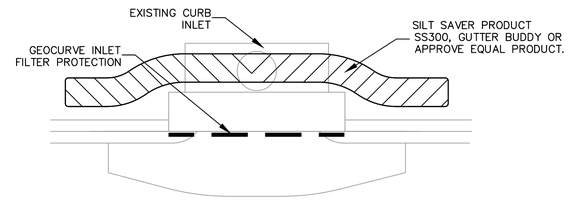
NOTES:
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED AT A 20° ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
2. SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER SO THAT DOWN SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW
3. SILT FENCE SHALL BE SECURELY FASTENED TO EACH STEEL FENCE POST.
4. IF WOVEN WIRE SUPPORT IS UTILIZED, IT SHALL BE ATTACHED SECURELY TO THE STEEL FENCE POSTS WITH WIRE TIES. SILT FENCE SHALL BE ATTACHED TO THE WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. WOVEN WIRE SUPPORT SHALL BE EMBEDDED A MINIMUM OF 8" IN THE TRENCH.
5. BACKFILL SHALL BE COMPACTED USING A MECHANICAL OR PNEUMATIC TAMPER.
6. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED. MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
7. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
8. SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE UNIFORMLY DISTRIBUTED ON THE SOURCE AREA PRIOR TO TOPSOILING.
9. MATERIAL OF SILT FENCE SHALL BE POLYPROPYLENE FABRIC OR NYLON REINFORCED WITH POLYESTER NETTING.
10. MATERIAL OF SILT FENCE SHALL HAVE MULLEN BURST STRENGTH GREATER THAN 150 PSI. THE EDGES SHALL BE TREATED TO PREVENT UNRAVELING.

1 / C1.07 SILT FENCE DETAIL
NO SCALE



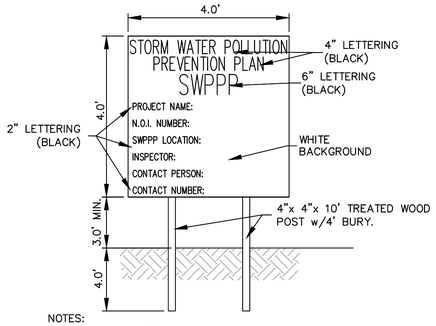
NOTES:
1. STONE SIZE – USE 2" MINIMUM, BUT NOT MORE THAN 3.5" CLEAN CRUSHED STONE.
2. LENGTH – AS REQUIRED, BUT NOT LESS THAT 70 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
3. THICKNESS – NOT LESS THAT SIX (6) INCHES.
4. WIDTH – TWENTY FOUR (24) FOOT MINIMUM, BUT NOT LESS THAT THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH – WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE. FILTER WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENCE LOT.
6. SURFACE WATER – ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5H:1V SLOPES WILL BE PERMITTED.
7. MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
8. WASHING – WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.
10. ONLY ONE CONSTRUCTION ENTRANCE IS SHOWN ON THE PLAN. IF CONTRACTOR ELECTS TO HAVE TWO ACCESS POINTS, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT BOTH ACCESS POINTS.

2 / C1.07 STABILIZED CONSTRUCTION ENTRANCE
NO SCALE



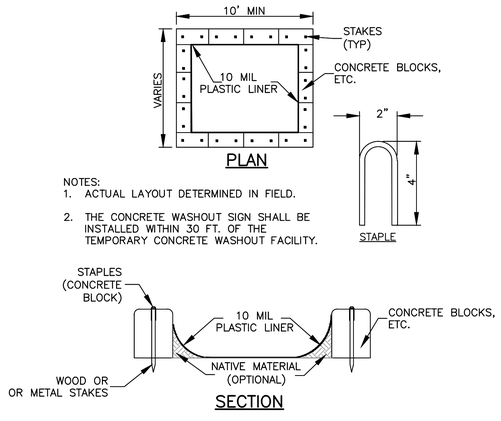
NOTES:
1. USE SILT SAVER PRODUCT SS300, GUTTER BUDDY OR APPROVE EQUAL PRODUCT.
2. REPLACE EROSION CONTROL AS REQUIRED.

3 / C1.07 CURB INLET PROTECTION
NO SCALE



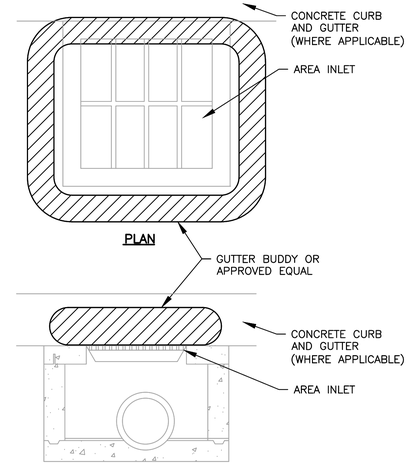
NOTES:
1. SIGN TO BE CONSTRUCTED OF RIGID MATERIAL SUCH AS PLYWOOD OR OUTDOOR SIGN MATERIAL. LETTERING AND SIGN PAINT SHALL BE SUCH TO BE PROTECTED FROM THE ELEMENTS. SIGN SHALL BE LOCATED ON PUBLIC RIGHT OF WAY OR EASEMENT.
2. SIGN SHALL BE LOCATED NEAR THE ENTRANCE TO THE SITE AND VISIBLE BY THE GENERAL PUBLIC, AND SHALL NOT BE AN OBSTRUCTION OR SAFETY HAZARD.
3. ALL POSTED DOCUMENTS MUST BE MAINTAINED AT ALL TIMES THROUGH OUT CONSTRUCTION AND UNTIL THE NOTICE OF TERMINATION IS FILED FOR THE PERMIT.
4. CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE SIGN THROUGH OUT CONSTRUCTION AND REMOVE SIGN COMPLETELY AFTER CONSTRUCTION.

4 / C1.07 SWPPP SIGN DETAIL
NO SCALE



NOTES:
1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

5 / C1.07 TEMP. CONCRETE WASHOUT
NO SCALE



NOTES:
1. USE SILT SAVER PRODUCT SS300, GUTTER BUDDY OR APPROVED EQUAL PRODUCT.
2. REPLACE EROSION CONTROL AS REQUIRED.
3. INSTALL AS PER MANUFACTURERS SPECIFICATIONS

6 / C1.07 AREA INLET PROTECTION
NO SCALE

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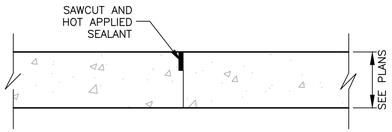
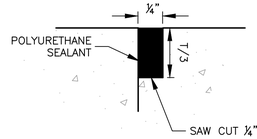
STORM WATER POLLUTION PREVENTION PLAN

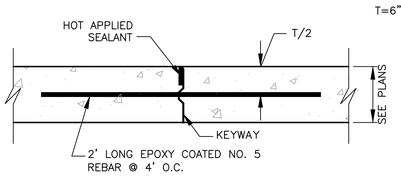
C1.07



LONGITUDINAL/TRANSVERSE JOINT

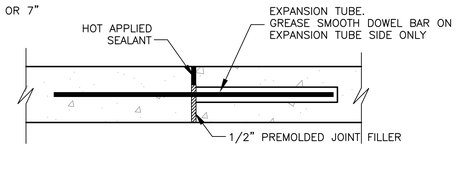


SAW CUT AND JOINT SEALANT



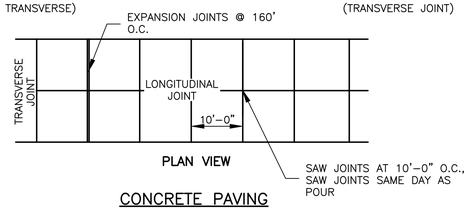
CONSTRUCTION JOINT

(LONGITUDINAL AND TRANSVERSE)



EXPANSION JOINT

(TRANSVERSE JOINT)

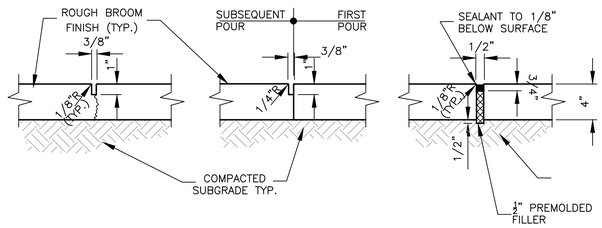


CONCRETE PAVING

NOTES:
1. PROVIDE EXPANSION JOINT IN CONCRETE PAVEMENT AND CURB AND GUTTER AT THE SAME LOCATION.
2. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING IOWA DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST.
3. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER, PRIOR TO CONSTRUCTION, A CONCRETE PAVEMENT JOINTING PLAN FOR REVIEW AND APPROVAL. MAXIMUM SPACING ON A TRANSVERSE JOINT SHALL BE DETERMINED BY THE THICKNESS OF PAVEMENT, CONTACT ENGINEER.

1 C2.00 CONCRETE PAVING JOINT DETAILS

NO SCALE



CONTRACTION JOINT

MAXIMUM SPACING = WIDTH OF THE WALK UNLESS INDICATED OTHERWISE ON PLANS

CONSTRUCTION JOINT

USE ONLY WHERE CONSTRUCTION JOINTS WOULD OCCUR

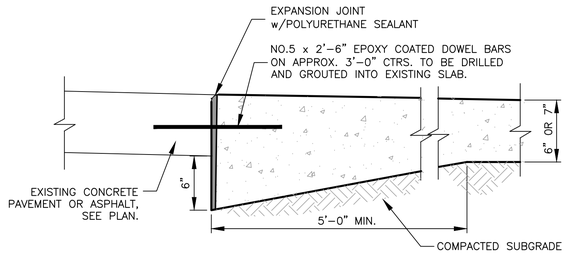
EXPANSION JOINT

SPACE AS SHOWN ON LAYOUT PLAN (@ 40' MAX.) AND WHERE ABUTTING ALL STRUCTURES, PAVEMENT AND CURBS

NOTES:
1. WHEN ABUTTING EXISTING SIDEWALK, MATCH EXISTING PATTERN LOCATION OF CONTROL AND EXPANSION JOINTS UNLESS OTHERWISE INDICATED.
2. PROVIDE 1/2" E.J. WITH SEALANT WHEN ABUTTING BACK OF CURB AND STRUCTURES.
3. ALL SIDEWALKS SLOPE AT 2% AWAY FROM BUILDING OR TOWARD CURBS UNLESS SHOWN OTHERWISE.
4. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

2 C2.00 CONCRETE SIDEWALK JOINT DETAILS

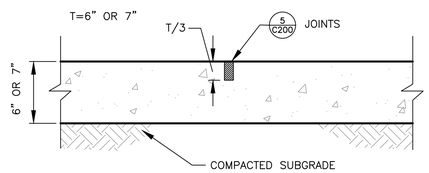
NO SCALE



NOTES:
1. DOWEL BARS ARE TO BE INSTALLED WHERE NEW CONCRETE PAVEMENT IS PLACED ADJACENT TO EXISTING CONCRETE PAVEMENT.
2. APPLY DOWEL BARS WHERE HEAVY TRAFFIC WILL BE CROSSING.
3. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

5 C2.00 THICKENED EDGE CONCRETE PAVEMENT w/REBAR

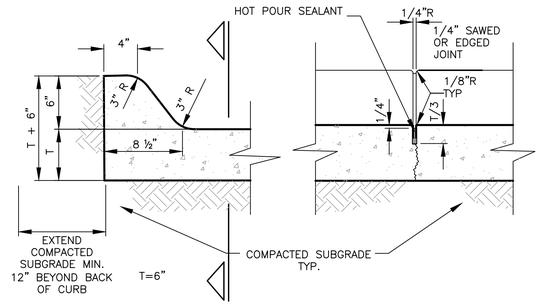
NO SCALE



NOTES:
1. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

7 C2.00 6" OR 7" CONCRETE PAVEMENT

NO SCALE

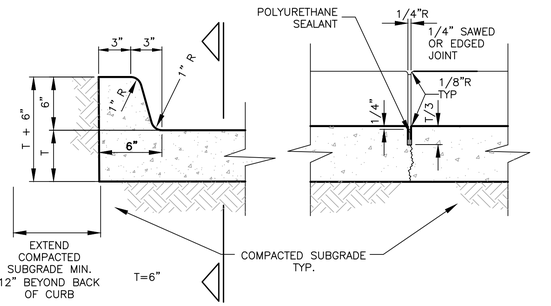


INTEGRAL CURB SECTION SECTION CONTRACTION JOINT

NOTES:
1. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

3 C2.00 INTEGRAL CURB DETAIL

NO SCALE

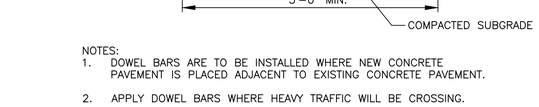


INTEGRAL CURB SECTION SECTION CONTRACTION JOINT

INTEGRAL CURB AT PAY STATION ISLANDS

6 C2.00 INTEGRAL CURB DETAIL

NO SCALE



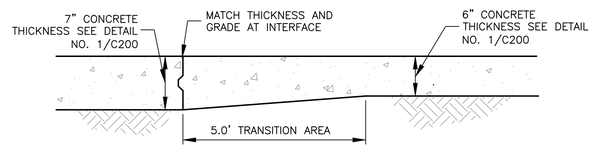
* MATCH PROPOSED CURB AND GUTTER ELEVATIONS AND CONDITIONS. SEE PLANS FOR FURTHER INFORMATION.

INTEGRAL CURB SECTION SECTION CONTRACTION JOINT

NOTES:
1. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING CITY OF LINCOLN APPROVED PRODUCTS LIST.

4 C2.00 4" MOUNTABLE CURB DETAIL

NO SCALE



8 C2.00 TRANSITION SECTION

NO SCALE

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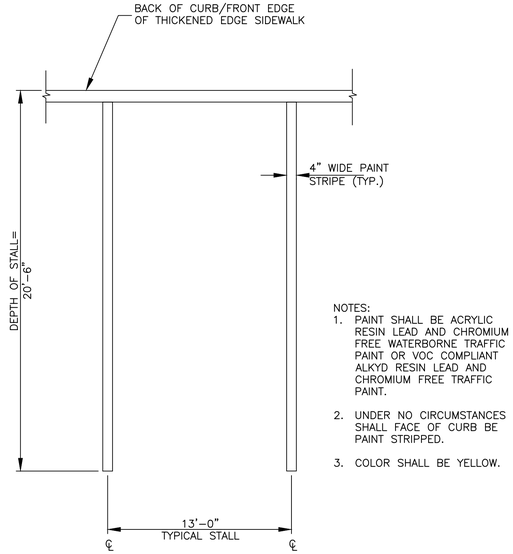
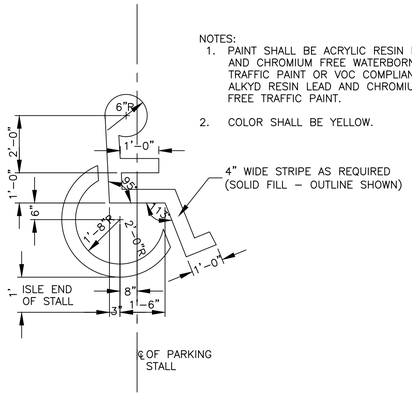
MISCELLANEOUS DETAILS

C2.00



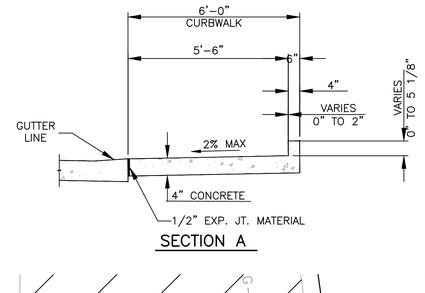
NOTES:
1. PAINT SHALL BE ACRYLIC RESIN LEAD AND CHROMIUM FREE WATERBORNE TRAFFIC PAINT OR VOC COMPLIANT ALKYD RESIN LEAD AND CHROMIUM FREE TRAFFIC PAINT.
2. UNDER NO CIRCUMSTANCES SHALL FACE OF CURB BE PAINT STRIPPED.
3. COLOR SHALL BE YELLOW.

1 C2.01 PARKING STALL PAINT STRIPING
NO SCALE

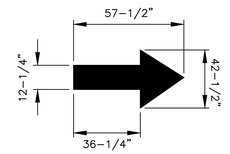


NOTES:
1. PAINT SHALL BE ACRYLIC RESIN LEAD AND CHROMIUM FREE WATERBORNE TRAFFIC PAINT OR VOC COMPLIANT ALKYD RESIN LEAD AND CHROMIUM FREE TRAFFIC PAINT.
2. COLOR SHALL BE YELLOW.

2 C2.01 HANDICAP PAVEMENT SYMBOL
NO SCALE

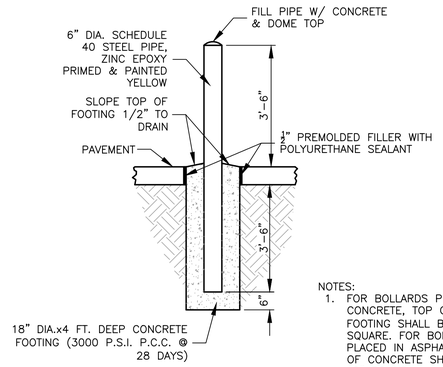


SECTION A



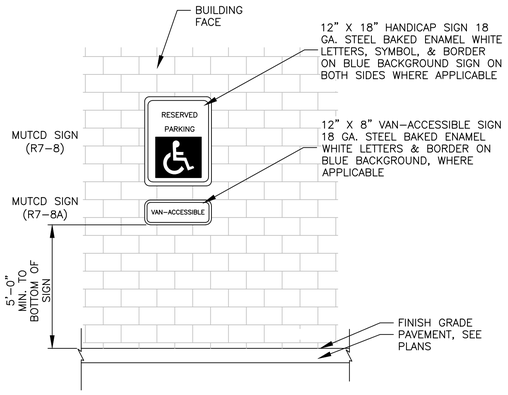
NOTES:
1. PAINT SHALL BE ACRYLIC RESIN LEAD AND CHROMIUM FREE WATERBORNE TRAFFIC PAINT OR VOC COMPLIANT ALKYD RESIN LEAD AND CHROMIUM FREE TRAFFIC PAINT.
2. COLOR SHALL BE YELLOW.
3. SEE PLAN FOR MARKING LOCATIONS.

3 C2.01 PAVEMENT MARKING
NO SCALE

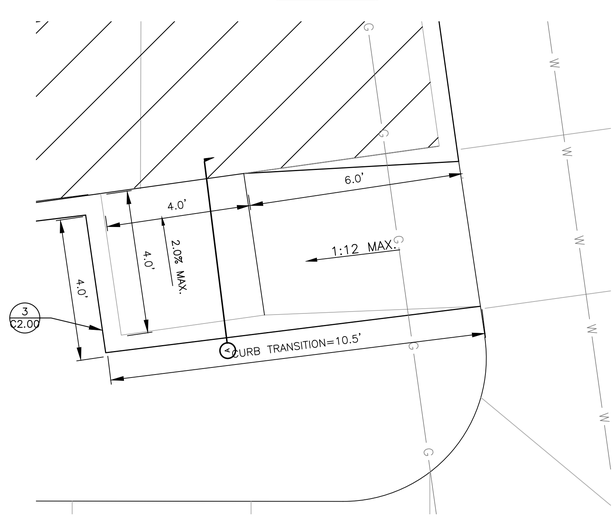


NOTES:
1. FOR BOLLARDS PLACED IN CONCRETE, TOP OF FOOTING SHALL BE 18" SQUARE. FOR BOLLARDS PLACED IN ASPHALT, TOP OF CONCRETE SHALL BE 18" ROUND.

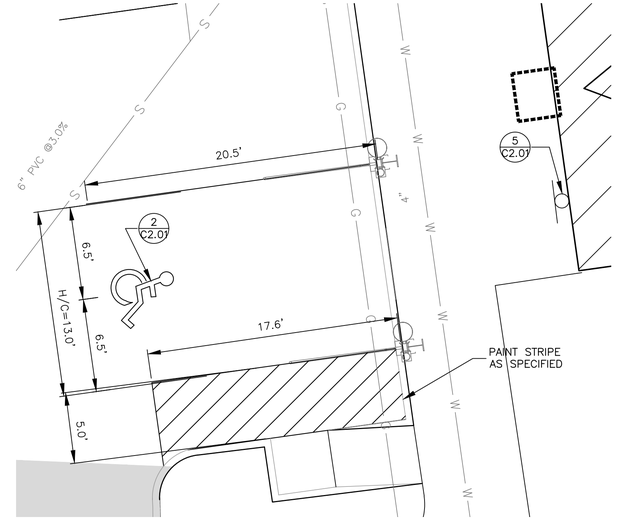
4 C2.01 PIPE BOLLARD DETAIL
NO SCALE



5 C2.01 HANDICAP SIGN, WALL MOUNTED
NO SCALE



6 C2.01 SIDEWALK RAMP DETAIL
NO SCALE



NOTES:
1. PAINT SHALL BE ACRYLIC RESIN LEAD AND CHROMIUM FREE WATERBORNE TRAFFIC PAINT OR VOC COMPLIANT ALKYD RESIN LEAD AND CHROMIUM FREE TRAFFIC PAINT.
2. UNDER NO CIRCUMSTANCES SHALL FACE OF CURB BE PAINT STRIPPED.
3. COLOR SHALL BE YELLOW.

7 C2.01 PARKING STALL PAINT STRIPING
NO SCALE

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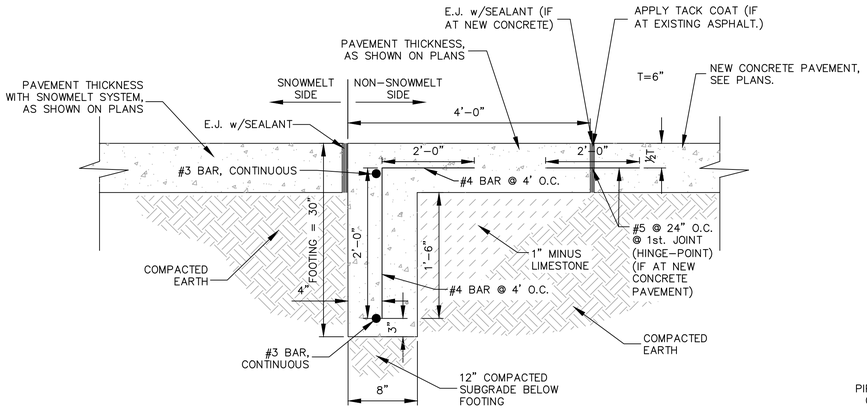
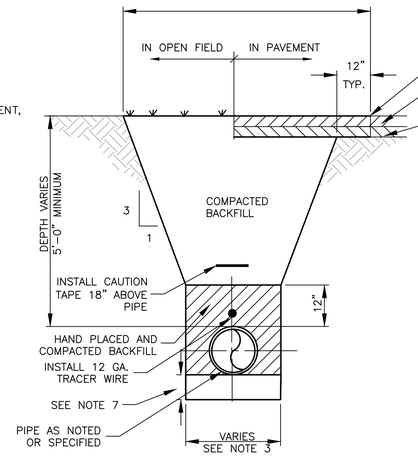
MISCELLANEOUS DETAILS

C2.01

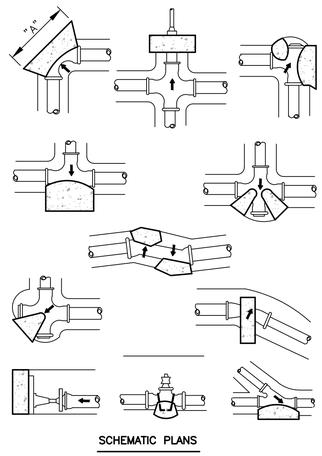


1 C2.02 FROST FOOTING TYP.
NO SCALE



NOTES:
1. MINIMUM COVER TO BE 5'–0" BELOW OFFICIAL PAVEMENT GRADE.
2. TRENCH TO BE BRACED, SHEETED OR SLOPED AS NECESSARY FOR THE SAFETY OF THE WORKMAN AND PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL SAFETY REGULATIONS.
3. TRENCH WIDTH SHALL NOT BE MORE THAN 16" NOR LESS THAN 12" WIDER THAN THE LARGEST OUTSIDE DIAMETER OF THE PIPE.
4. SHOULD THE TRENCH BE EXCAVATED WIDER THAN ALLOWED, A CONCRETE CRADLE SHALL BE PLACED WITH 2500 PSI CONCRETE FROM TRENCH BOTTOM TO PIPE SPRINGLINE.
5. COMPACTION SHALL BE AS FOLLOWS: TOP 2.5' OF TRENCH SHALL BE 95%, TRENCH ZONE 90% (THIS IS ONLY APPLICABLE IN STREET AND PARKING AREAS), OUTSIDE PAVED AREA 90%. ALL COMPACTION PERCENTS ARE STANDARD PROCTOR–DENSITY RELATIONSHIP IN ACCORDANCE WITH ASTM D698.
6. PRESSURE TESTS, LEAKAGE TESTS AND DISINFECTION OF ALL WATER LINES SHALL BE AS REQUIRED BY LOCAL STANDARDS AND REQUIREMENTS.
7. IN LIEU OF HAND PLACED AND COMPACTED BACKFILL, ALL WATER LINES 3" OR BIGGER SHALL BE BEDDED WITH CRUSHED ROCK 6" BELOW TO 1" ABOVE TOP OF PIPE.

2 C2.02 PIPE ENVELOPE–WATER
NO SCALE

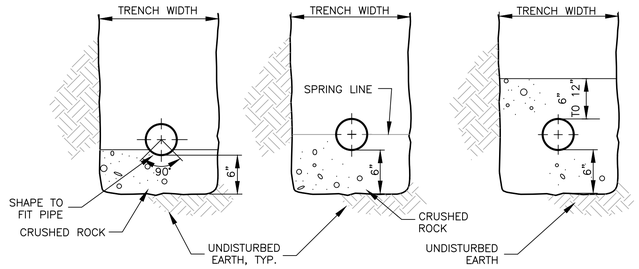


SCHEMATIC PLANS

PIPE SIZE	BEARING AREA OF BLOCK "A" SQ. FT.				
	TEE & END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4	4.9	6.9	3.8	1.9	1.0
6	8.4	11.8	6.4	3.3	1.8
8	13.7	19.3	10.5	5.4	2.7
10	19.4	27.3	14.9	7.7	3.9
12	26.3	37.0	20.2	10.3	5.3

NOTES:
1. ARROW INDICATES DIRECTION OF THRUST.
2. BEAR THRUST BLOCKS AGAINST UNDISTURBED EARTH.
3. DO NOT EXTEND CONCRETE BEYOND BELL FITTING, OR RESTRICT MECHANICAL JOINT BOLT REMOVAL.
4. REQUIRED THRUST BLOCK AREAS "A" ARE BASED ON A SOIL BEARING PRESSURE OF 2000 PSF AND A DESIGN PRESSURE OF 250 PSI.

3 C2.02 TYPICAL THRUST BLOCKING
NO SCALE



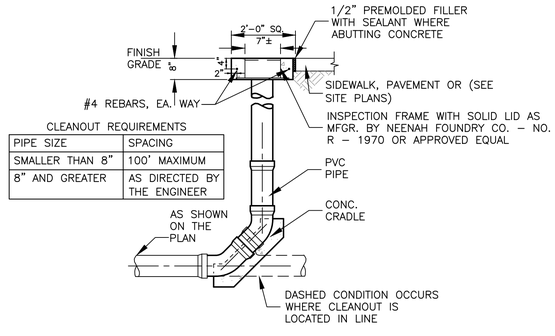
DIP OR RCP | ABS OR PVC (COMPOSITE WALL) | ABS, PVC, OR HDPE (SOLID WALL)

NOTES:
1. TRENCH WIDTH: MINIMUM = PIPE O.D. PLUS 1'–4"
   MAXIMUM = PIPE O.D. PLUS 2'–0"
2. CRUSHED ROCK FOR PIPE BEDDING FOR PIPES 15 INCHES IN DIAMETER AND SMALLER SHALL CONFORM TO GRADATIONS AS FOLLOWS:

SIEVE SIZE	PERCENTAGE PASSING
3/4 INCH	100
3/8 INCH	60 ± 15
NO. 4	30 ± 15
NO. 10	15 ± 10
NO. 200	5 ± 5

3. CRUSHED ROCK FOR PIPE BEDDING SHALL BE SUBSIDIARY TO THE COST OF THE PIPE. IF UNSTABLE TRENCH BOTTOM SUBGRADE CONDITIONS ARE ENCOUNTERED, ADDITIONAL CRUSHED ROCK FOR BEDDING AND EXTENT SHALL BE AS DIRECTED BY THE ENGINEER. THE COST, MEASUREMENT, AND PAYMENT FOR ADDITIONAL CRUSHED ROCK FOR UNSTABLE TRENCH BOTTOM SUBGRADE PIPE BEDDING CONDITIONS SHALL BE PAID FOR PER TON OF CRUSHED ROCK PLACED.
4. TRENCH SHALL BE BRACED, SHEETED OR SLOPED AS NECESSARY FOR THE SAFETY OF WORKMEN AND PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
5. HDPE SHOWN IS FOR DRAINAGE AND NOT WELL FIELD. WHEN APPLICABLE, SEE MECHANICAL PLANS FOR WELL FIELD INFORMATION.

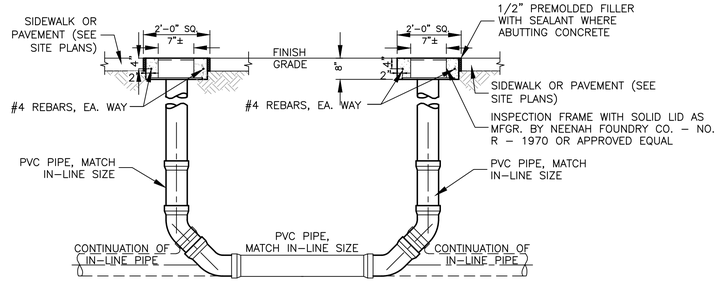
4 C2.02 PIPE ENVELOPE
NO SCALE



CLEANOUT REQUIREMENTS

PIPE SIZE	SPACING
SMALLER THAN 8"	100' MAXIMUM
8" AND GREATER	AS DIRECTED BY THE ENGINEER

5 C2.02 CLEANOUT DETAIL
NO SCALE



NOTES:
1. TOP OF CLEANOUT SHALL BE FLUSH WITH GROUND. ALL CONCRETE SHALL BE 3500 PSI.

6 C2.02 DOUBLE CLEANOUT DETAIL
NO SCALE

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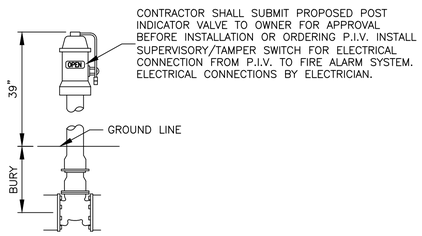
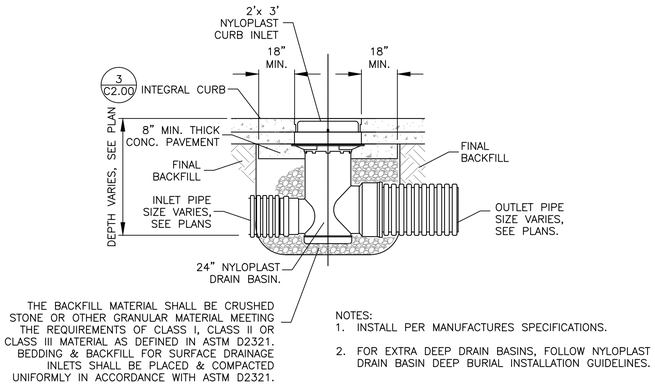
MISCELLANEOUS DETAILS

C2.02



1 C2.03 POST INDICATOR VALVE DETAIL

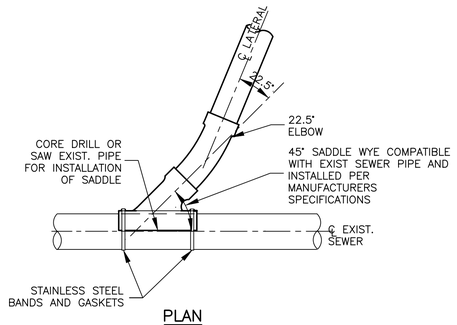
NO SCALE



NOTES:
1. INSTALL PER MANUFACTURES SPECIFICATIONS.
2. FOR EXTRA DEEP DRAIN BASINS, FOLLOW NYLOPLAST DRAIN BASIN DEEP BURIAL INSTALLATION GUIDELINES.

2 C2.03 NYLOPLAST CURB INLET

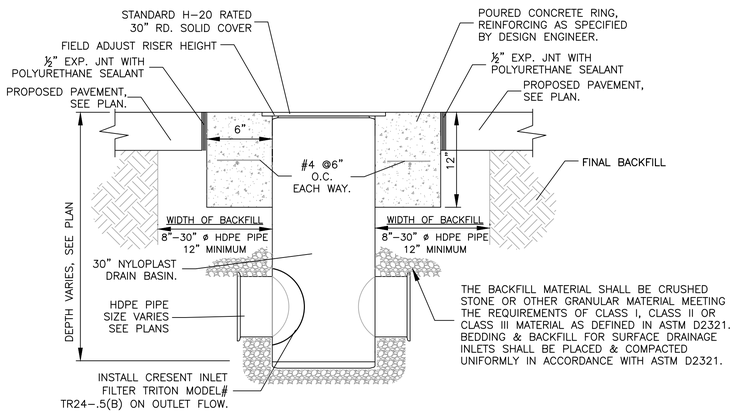
NO SCALE



PLAN

3 C2.03 SANITARY SEWER TAP

NO SCALE



4 C2.03 30" NYLOPLAST JUNCTION BOX

NO SCALE

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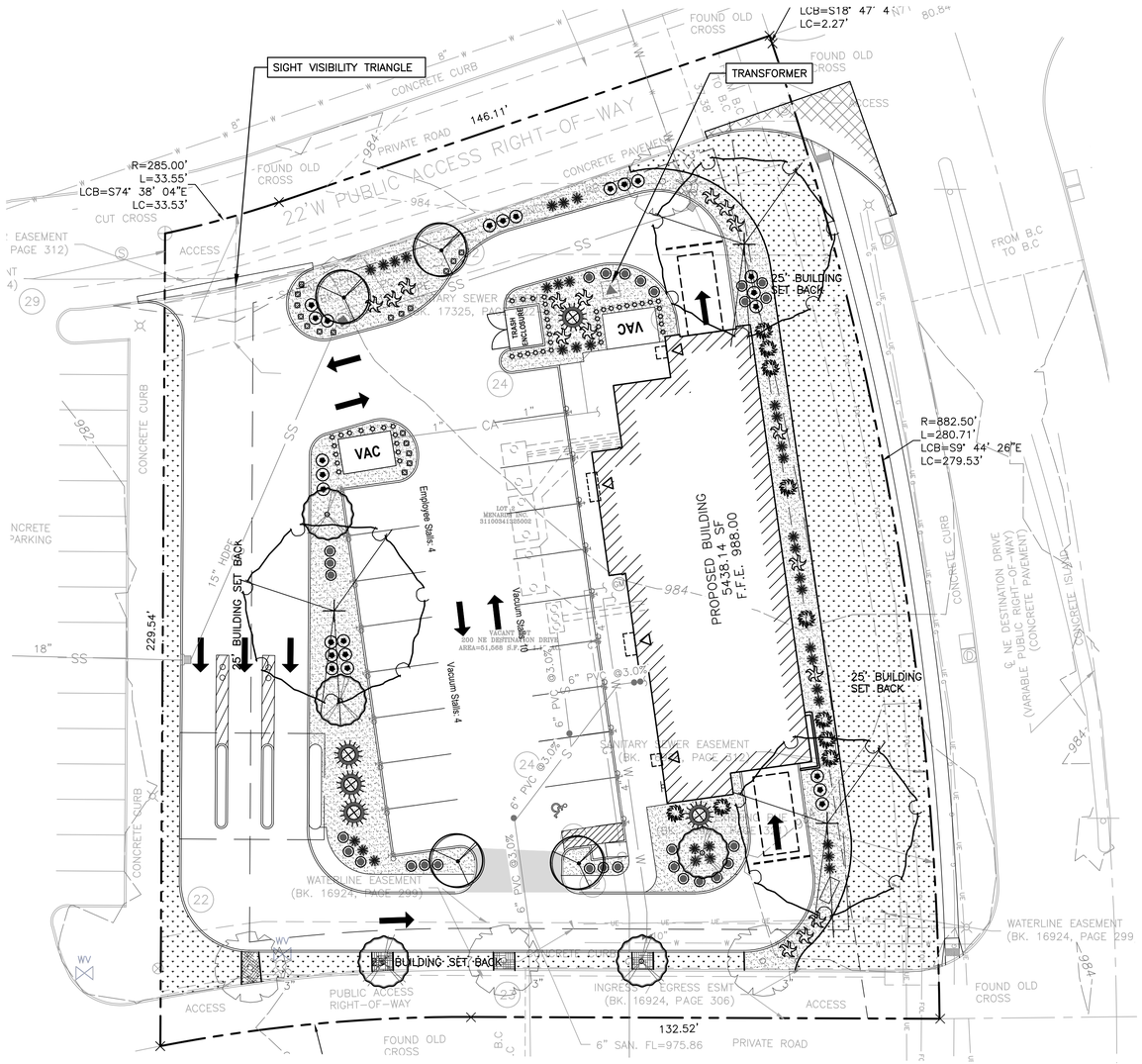
MISCELLANEOUS DETAILS

C2.03



NORTH
SCALE 1" = 20'

20 0 20 40 60 Feet

LANDSCAPE SCHEDULE (PROVIDED AND INSTALLED BY CONTRACTOR)

	QUANTITY	COMMON NAME	SCIENTIFIC NAME	HEIGHT	WIDTH	METHOD	SIZE
	4	TRANSPLANT TREES – 3" CALIPER ESTIMATED					3" CAL.
	3	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIACANTHOS	60'–80'	60'–80'	B&B	2" CAL.
	5	FLAME AMUR MAPLE	ACER GINNALA "FLAME"	25'	15'	B&B	1–1/2" CAL.
	4	DONALD WYMAN, CRABAPPLE	MALUS "DONALD WYMAN"	20'	20'	B&B	2" CAL.
		SHRUBS – EVERGREEN					
	16	GOLD LACE JUNIPER	JUNIPERUS CHINENSIS 'GOLD LACE'	3'–4'	5'–6'	GALLON	#2
	10	SEA GREEN CHINESE JUNIPER	JUNIPERUS X PFITZERIANA 'SEA GREEN'	4'–6'	6'–8'	GALLON	#2
		SHRUBS – DECIDUOUS					
	48	ORANGE ROCKET BARBERRY	BARBERIS THUNBERGII 'ORANGE ROCKET'	6'–8'	2'	GALLON	#2
	5	REDOSIER DOGWOOD	CORNUS SERICEA 'CARDINAL'	8'–10'	10'	GALLON	#2
	18	RUBY RED STELLA DAYLILY	HEMEROCALLIS 'RUBY RED STELLA'	2'	2'	GALLON	#2
	28	MAGIC CARPET SPIREA	SPIRAEA JAPONICA 'WALBUMA' MAJIC CARPET	1'–2'	2'–3'	GALLON	#2
	24	DOUBLE KNOCK OUT ROSE	ROSA RADTKO PP16,202	3'–4'	3'–4'	GALLON	#2
		ORNAMENTAL GRASSES					
	35	FEATHER REED GRASS 'KARL FOERSTER'	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	4'	2'	GALLON	#2
		GROUNDCOVERS / PERENNIALS					
	~7,650sf	SHRUB BED/PLANTING AREA / 1–1/2 " RIVER ROCK. PROVIDE SAMPLE FOR APPROVAL. INSTALL OVER 5 OZ WOVEN POLYPROPYLENE WEED FABRIC. 3" AVERAGE DEPTH, SEE INERT GROUNDCOVER DETAIL 3, SHEET C1.11. SEPARATE GRASS (OR ROCK) FROM MULCH.					
	~7,925sf	RHIZOMATOUS TALL FESCUE (RTF) SOD					
	~50sf	TREE PLANTING AREA – 5' DIAMETER – HARDWOOD MULCH – NATURAL CULTIVATED EDGE.					
	~315lf	NATURAL CULTIVATED EDGE. SEPARATE ROCK / MULCH FROM GRASS, TYP.					

NOTES:
1. BASIC PLANT MATERIAL STANDARDS:
   a. EVERGREEN TREES: MINIMUM HEIGHT OF SIX FEET.
   b. SHRUBS: MINIMUM TWO–GALLON SIZE CONTAINER, OR THE EQUIVALENT HEIGHT AND/OR SPREAD.
   c. GROUND COVER SHRUBS: MINIMUM SPACING UPON INSTALLATION OF 18 INCHES ON CENTER.
   d. DECIDUOUS SHADE TREES: MINIMUM CALIPER OF TWO INCHES AS MEASURED 12 INCHES ABOVE GROUND.
   e. ALL OTHER SPECIFICATIONS SHALL CONFORM TO THE AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN FOR THAT TYPE OF TREE OR SHRUB AT THE TIME OF INSTALLATION.
2. ALL PLANT MATERIAL SHALL BE INSTALLED FREE OF DISEASE AND IN A MANNER THAT ENSURES THE AVAILABILITY OF SUFFICIENT SOIL AND WATER TO SUSTAIN HEALTHY GROWTH.
3. ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED TO A DEPTH OF THREE INCHES.
4. REFER TO GENERAL LANDSCAPE NOTES AND GENERAL IRRIGATION NOTES ON SHEET L1.01.
5. REFER TO UTILITY PLAN SHEET C1.04FOR IRRIGATION SLEEVE LOCATIONS. COORDINATE FINAL LOCATION AND SIZE WITH IRRIGATION CONTRACTOR.

LANDSCAPE REQUIREMENTS:

AREA OF SITE: 51,586 SF
MINIMUM OPEN SPACE REQUIREMENT (15%): 7,735 SF
PROPOSED OPEN SPACE: 15,260 SF (29%)

INTERIOR LOT REQUIREMENTS: 1 ISLAND (60SF)/12 PARKING STALLS
4 ISLANDS PROVIDED

REQUIRED TREES: TWO (2) TREES PER 1,000 SF OF REQUIRED OPEN SPACE.
7,735/1,000x2=15.47. 16 TREES REQUIRED ON SITE.

REQUIRED SHRUBS: ONE (1) SHRUB PER 500 SF OF REQUIRED OPEN SPACE.
7,735/500=15.47. 16 SHRUBS REQUIRED ON SITE.

PERIMETER OF LOT ADJACENT TO PUBLIC RIGHT OF WAY REQUIREMENTS: 1 TREE/ 50' REQUIRED
1 SHRUB/4'REQUIRED

NE DESTINATION DR – ROW TREES – 0
NE DESTINATION DR – EXISTING TREES –4 TO BE TRANSPLANTED OUT OF UTILITY EASEMENT
SOUTH PRIVATE DRIVE –2 PROPOSED, 3 TRANSPLANTED TREES (2" CALIPER)
NORTH PRIVATE DRIVE –2 PROPOSED, 1 TRANSPLANTED (2" CALIPER)
NE DESTINATION DR – ROW SHRUBS – 41 SHRUBS/ORNAMENTAL GRASSES PROVIDED.
NE DESTINATION DR – SHRUBS ON LOT ENTRANCE/EXIT TUNNEL – 18 SHRUBS/ORNAMENTAL GRASSES.

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1-800-292-8989
www.iowaonecall.com

Rocket Carwash - Grimes
Unnamed
03/28/22

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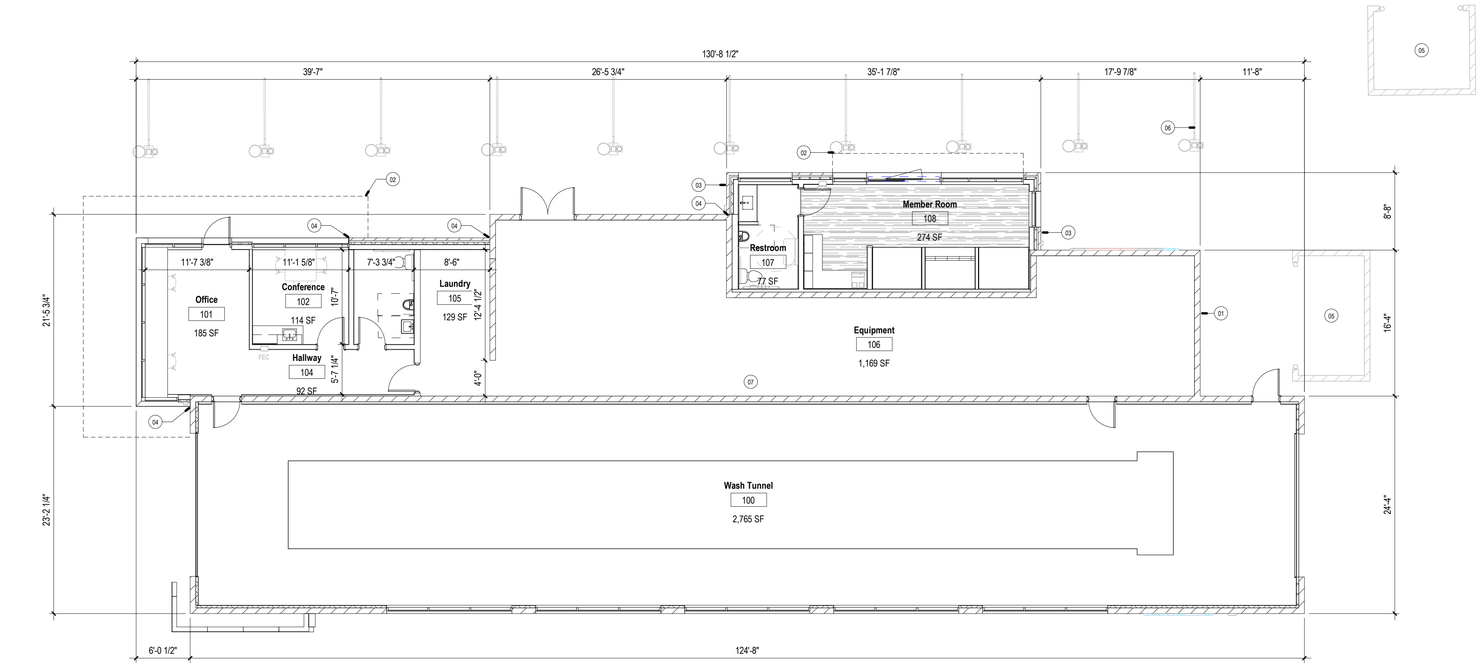
LANDSCAPING PLAN

L1.00

FLOOR PLAN NOTES

MARK	DESCRIPTION
01	ELECTRICAL PANEL / METER
02	CANOPY OVERHEAD
03	BUILDING OFFSET GREATER THAN 4'-0" IN DEPTH
04	COLOR/MATERIAL CHANGE
05	VACUUM/TRASH ENCLOSURE
06	VACUUM STATION
07	TOTAL BUILDING SQFT = 5,450 sqft



1 FLOOR PLAN
A1 1/8" = 1'-0"

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Schematic Floor Plan

04.26.2022

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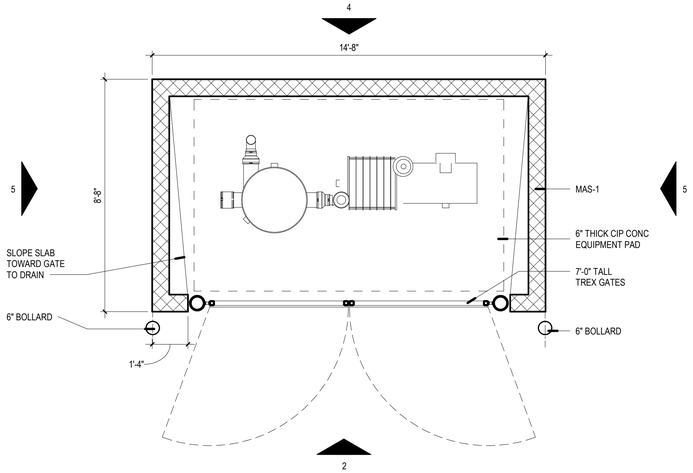
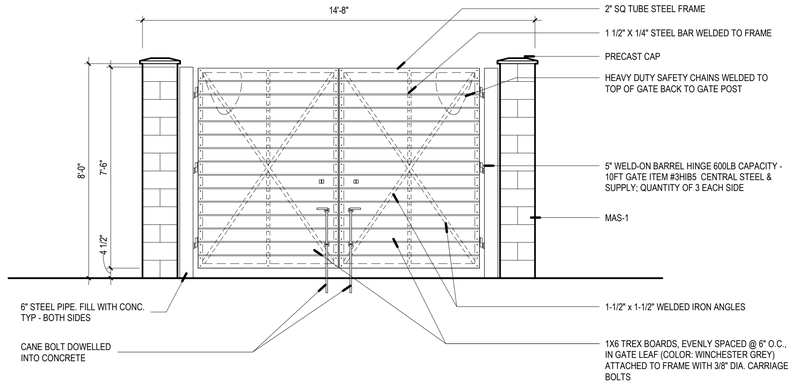
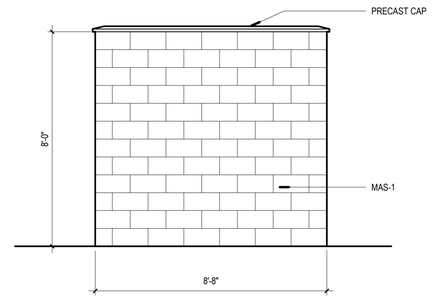


1 VACUUM / TRASH / RECYCLING ENCLOSURE - PLAN
A2 3/8" = 1'-0"

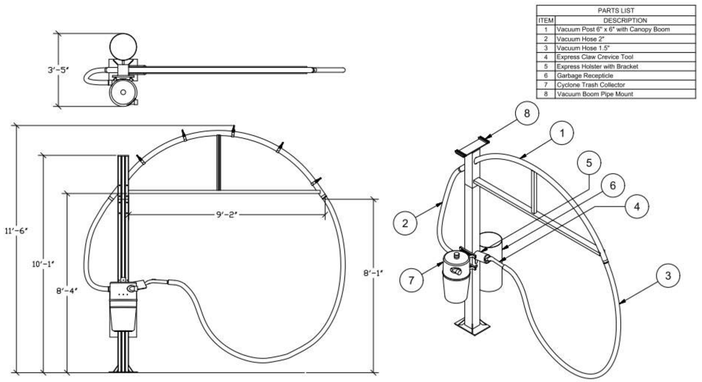
NOTE: ALL METAL COMPONENTS SHALL BE PRIMED & PAINTED BLACK.



2 VACUUM & TRASH / RECYCLING ENCLOSURE - ELEVATION - FRONT
A2 3/8" = 1'-0"

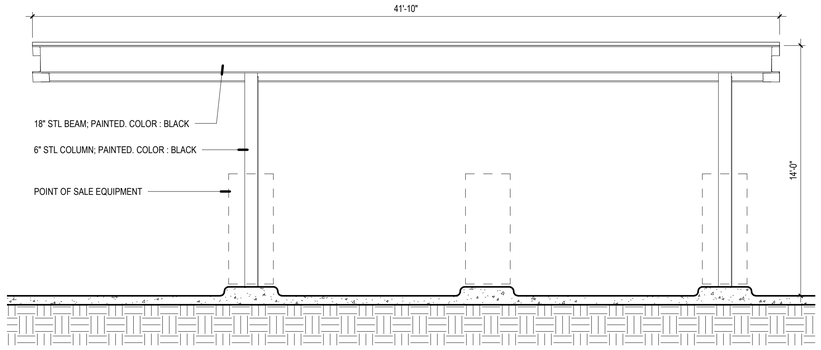


3 VACUUM & TRASH / RECYCLING ENCLOSURE - SIDE
A2 3/8" = 1'-0"

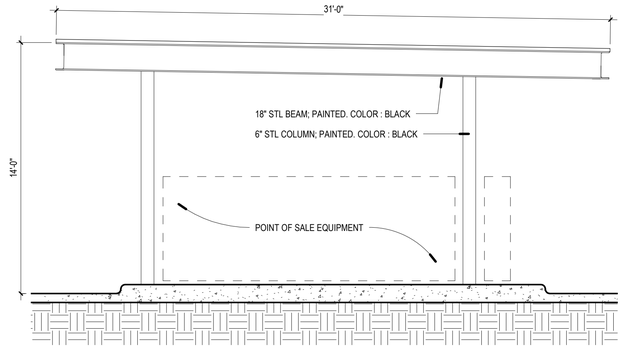


PARTS LIST	
ITEM	DESCRIPTION
1	Vacuum Post 6" x 6" with Canopy Boom
2	Vacuum Hose 2"
3	Vacuum Hose 1.5"
4	Express Claw Crevice Tool
5	Express Holder with Bracket
6	Garbage Receptacle
7	Cyclone Trash Collector
8	Vacuum Boom Pipe Mount

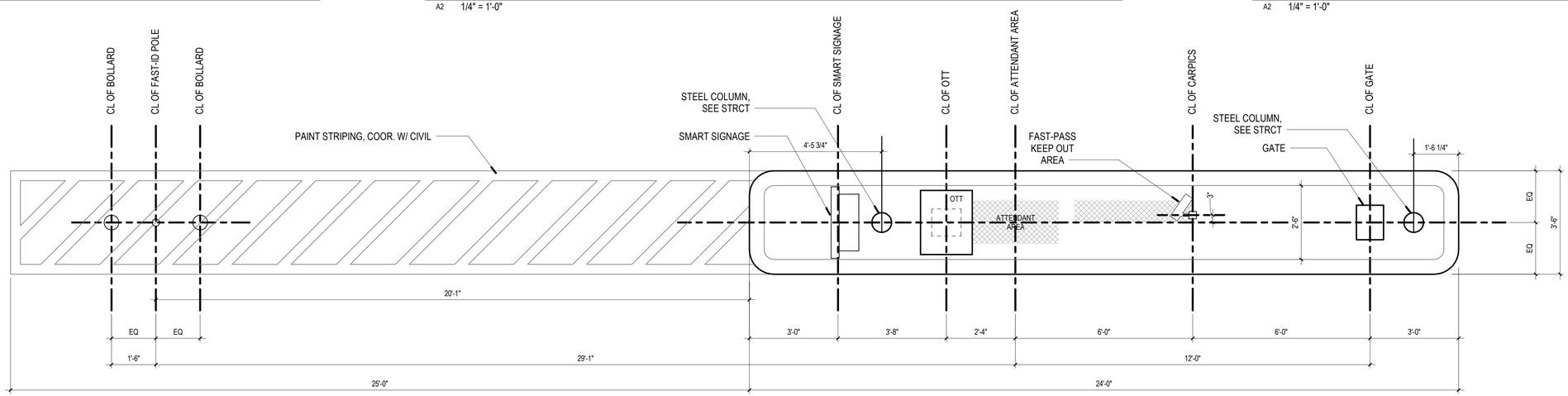
CUSTOMER VACUUM STATION
N.T.S



6 POINT OF SALE CANOPY - ELEVATION - NORTH
A2 1/4" = 1'-0"



7 POINT OF SALE CANOPY - ELEVATION - EAST
A2 1/4" = 1'-0"



4 ENLARGED PLAN - POINT OF SALE ISLAND LAYOUT
A2 1/2" = 1'-0"

Rocket Carwash - Grimes
Schematic Site Details
04.26.2022

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MAS-1



MAS-2



GL-2

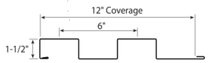


GL-3



MWP-1





Rocket Carwash - Grimes
Exterior Material Analysis
4/12/2022

	Material	SF	%
EAST ELEVATION			
	Masonry	1601	59.1%
	Polycarbonate Panel	409	15.1%
	Glazing	690	25.5%
	Metal Panel	11	0.4%
	Total	2711	100.0%
WEST ELEVATION			
	Masonry	1711	81.8%
	Polycarbonate Panel	161	7.7%
	Metal Panel	219	10.5%
	Total	2091	100.0%
NORTH ELEVATION			
	Masonry	660	74.5%
	Polycarbonate Panel	226	25.5%
	Metal Panel	0	0.0%
	Total	886	100.0%
SOUTH ELEVATION			
	Masonry	438	50.1%
	Polycarbonate Panel	360	41.1%
	Metal Panel	77	8.8%
	Total	875	100.0%
ALL ELEVATIONS	Masonry	4410	75.1%
	Polycarbonate Panel	1156	19.7%
	Metal Panel	307	5.2%
	Total	5873	100.0%

Exterior Materials Legend

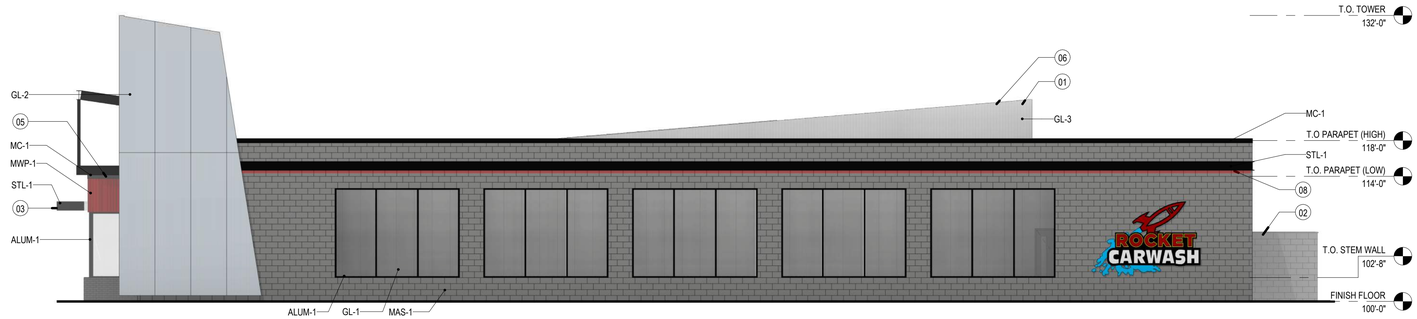
MARK	DESCRIPTION
ALG-1	PREFINISHED ALUM GUTTER & DOWNSPOUT; COLOR : BLACK
ALUM-1	ALUMINUM STOREFRONT : BLACK ANODIZED
GL-1	CLEAR GLAZING, TEMPERED
GL-2	16MM POLYCARBONATE WALL PANEL; COLOR : ICE
GL-3	16MM POLYCARBONATE WALL PANEL; COLOR : CLEAR
GL-4	FROSTED GLAZING, TEMPERED
MAS-1	8" x 8" x 16" INTEGRAL COLORED MASONRY; COLOR : SMOKE
MAS-2	MASONRY VENEER, COLOR: MANGANESE IRONSPOT
MC-1	PREFINISHED ALUMINUM COPING : BLACK
MWP-1	VERTICAL METAL WALL PANEL, COLOR : RED
STL-1	DECORATIVE STEEL CHANNEL : BLACK

Exterior Elevation Notes

MARK	DESCRIPTION
01	MECHANICAL SCREEN
02	VACUUM ENCLOSURE
03	PRE ENGINEERED METAL AWNING
04	ELECTRICAL PANEL / GAS METER
05	VARIATION IN ROOF HEIGHT
06	VARIATION IN ROOF FORMS
07	COLOR, TEXTURE, MATERIAL CHANGE
08	DECORATIVE STEEL CHANNEL W/ RED UNDERMOUNT LED STRIP LIGHT



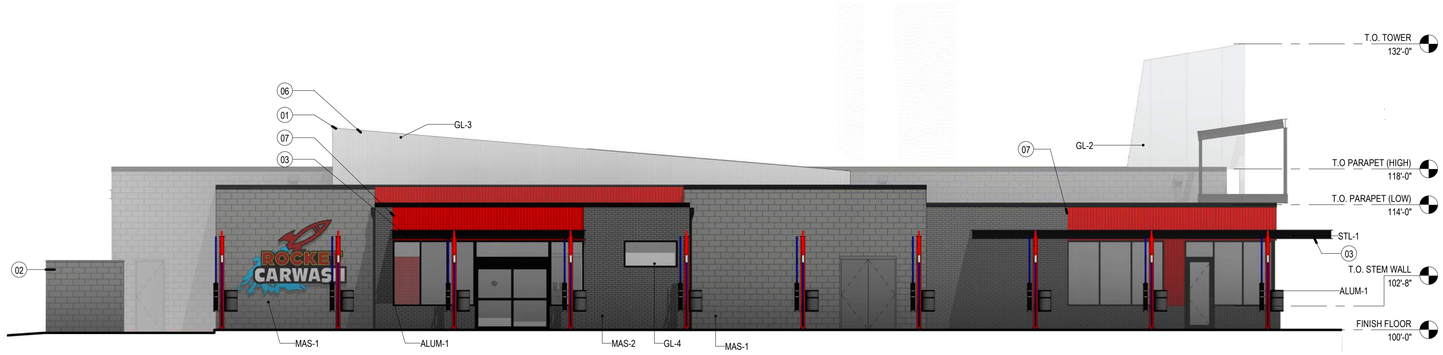
1 EXTERIOR ELEVATION - NORTH
A3 1/8" = 1'-0"



2 EXTERIOR ELEVATION - EAST
A3 1/8" = 1'-0"



3 EXTERIOR ELEVATION - SOUTH
A3 1/8" = 1'-0"



4 EXTERIOR ELEVATION - WEST
A3 1/8" = 1'-0"

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Schematic Exterior Elevations
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Illuminated Tower Structure References

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Exterior / Interior Tunnel Lighting Reference

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SITE LIGHTING SCHEDULE - CITY REVIEW

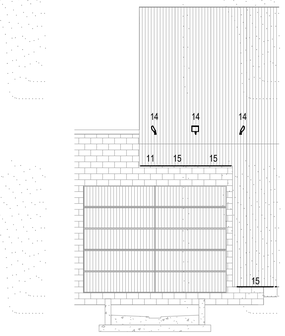
MARK	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	BEAM DIST.	LIGHT SOURCE			ELECTRICAL		FINISH	QTY. PER POLE	POLE SPEC.		ACCEPTABLE MANUFACTURERS	REMARKS
					SPEC.	CCT	TYPE	LOAD	VOLTS			TYPE	HEIGHT		
8	LED WALLPACK	LITHONIA	ARC1 LED P1 40K MVOLT E4WH DBLXD		1,500 LM	4000K	LED	11 W	277 V					NOTE 1	
10	4' LED STRIPLIGHT	LITHONIA	CLX L48 5000LM SEF FDL MVOLT GZ10 40K 80CRI MB		5,000 LM	4000K	LED	35 W	277 V					NOTE 1	
10E	4' EMERGENCY LED STRIPLIGHT	LITHONIA	CLX L48 5000LM SEF FDL MVOLT GZ10 40K 80CRI MB E10WLCP SPD MB		5,000 LM	4000K	LED	35 W	277 V					NOTE 1	
A	AREA LIGHT - TYPE 4 - SINGLE HEAD	LITHONIA	DSX1 LED P1 40K T4M MVOLT RPA DBLXD	IV	6,327 LM	4000K	LED	54 W	277 V	BLACK	1	RSS	20' - 0"	NOTE 1	
B	CANOPY FIXTURE	LITHONIA	CLX L96 6000LM SEF FDL MVOLT GZ10 40K 80CRI MB	-	6,000 LM	4000K	LED	38 W	277 V	BLACK	-	-		NOTE 1	

PARKING LOT LIGHTING CALCULATION STATISTICS

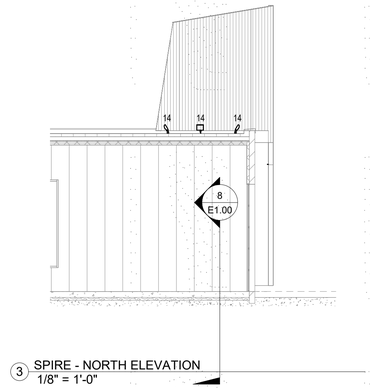
Area	Average	Maximum	Minimum	Avg/Min	Max/Min
Drives	1.2 fc	2.2 fc	0.3 fc	4.3	7.8
Parking	7.9 fc	26.2 fc	0.7 fc	11.7	38.7
Light Spill	0.3 fc	0.8 fc	0.0 fc	154.1	423.7

NOTES:

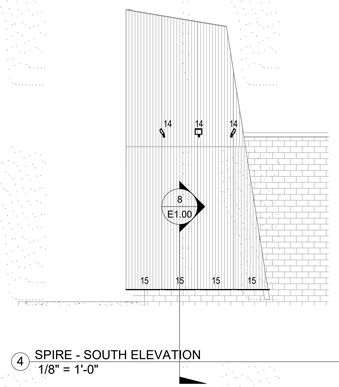
1. CALCULATIONS ARE BASED ON FIXTURE TYPE SCHEDULED. IF FIXTURE OTHER THAN THOSE SPECIFIED IS PROVIDED, THE MANUFACTURER SHALL PROVIDE A DETAILED POINT-BY-POINT CALCULATION TO VERIFY COMPLIANCE WITH LOCAL STREET AND PARKING LOT LIGHTING GUIDELINES.
2. CALCULATIONS DO NOT INCLUDE CONTRIBUTIONS FROM STREET OR EXISTING LIGHT FIXTURES. ACTUAL FOOTCANDLE LEVELS MAY VARY DEPENDING ON LOCATIONS AND QUANTITIES OF FIXTURES OUTSIDE OF PROPERTY LINE.



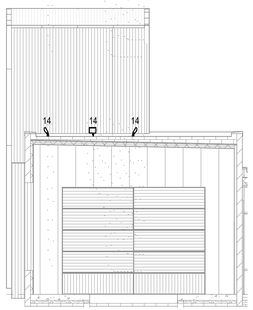
5 SPIRE - WEST ELEVATION
1/8" = 1'-0"



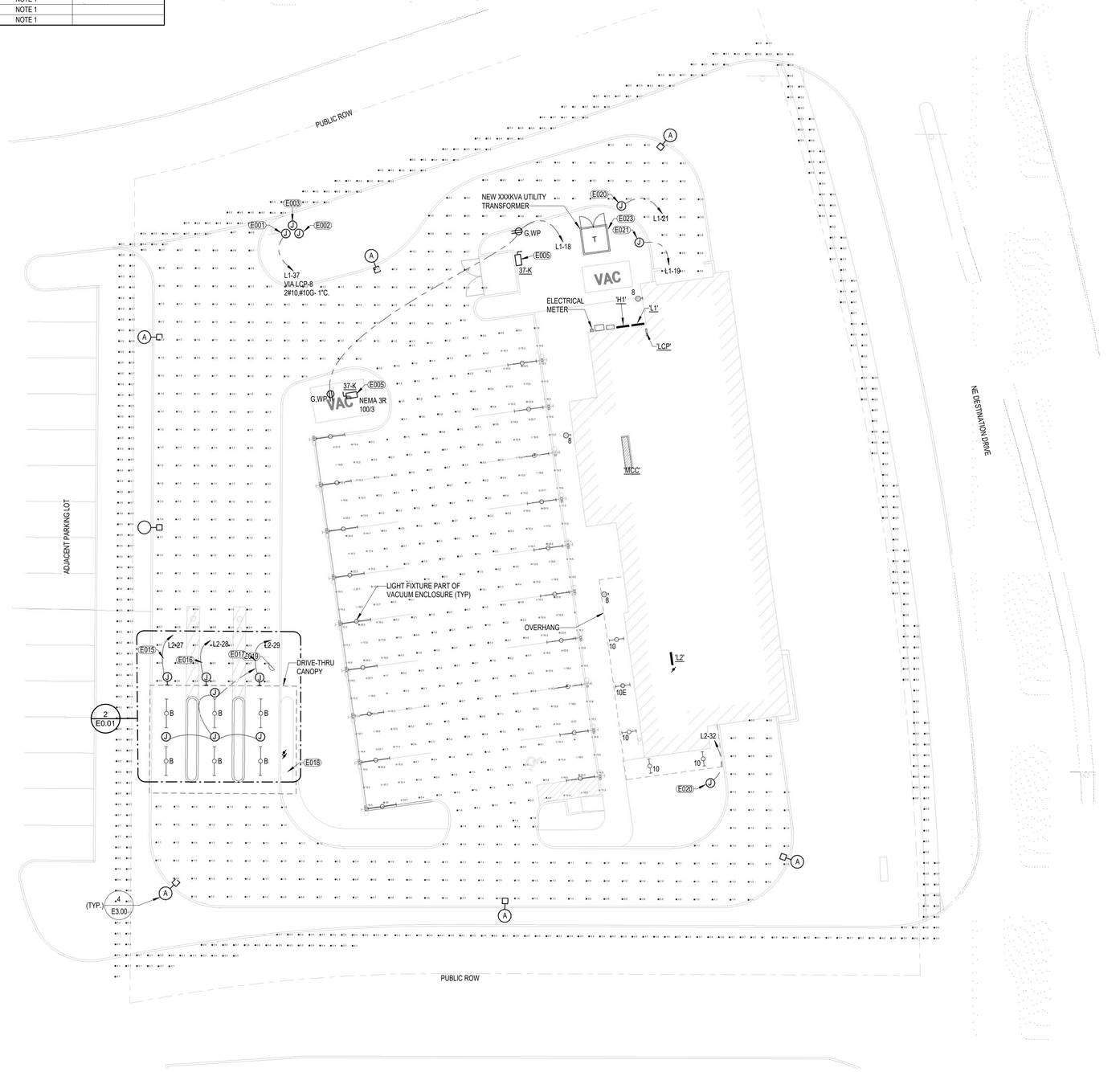
3 SPIRE - NORTH ELEVATION
1/8" = 1'-0"



4 SPIRE - SOUTH ELEVATION
1/8" = 1'-0"



2 SPIRE - EAST ELEVATION
1/8" = 1'-0"



1 ELECTRICAL SITE PLAN REVIEW
1/16" = 1'-0"

Rocket Carwash - Grimes

ELECTRICAL SITE

04/11/22

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MINUTES TO AUTHORIZE SALE AND ISSUANCE OF BONDS

419952-85

Grimes, Iowa

May 24, 2022

The City Council of the City of Grimes, Iowa, met on May 24, 2022, at 5:30 o'clock p.m., at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa.

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

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of General Obligation Corporate Purpose Bonds, Series 2022A to be issued in evidence of the City's obligation under a loan agreement, the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder **Final Bid (interest cost)**

(Attached bid tabulation)

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. 05-4022

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2022A, and providing for the levy of taxes to pay the same

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 (the Essential Purpose Projects"), 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 (the "General Purpose Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 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 on March 22, 2022 (the "Urban Renewal Project" and, together with the Essential Purpose Projects and the General Purpose Projects, the "Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 12, 2022, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City has combined the Loan Agreements into a single loan agreement (the "Loan Agreement") pursuant to Section 384.28 of the Code of Iowa; 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

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

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____, _____ (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of $6,975,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of $6,975,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated June 14, 2022, shall be issued in the denomination of $5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

Year	Principal Amount	Interest Rate Per Annum	Year	Principal Amount	Interest Rate Per Annum
2023	$525,000	____%	2031	$460,000	____%
2024	$390,000	____%	2032	$475,000	____%
2025	$400,000	____%	2033	$485,000	____%
2026	$410,000	____%	2034	$500,000	____%
2027	$415,000	____%	2035	$515,000	____%
2028	$425,000	____%	2036	$535,000	____%
2029	$440,000	____%	2037	$550,000	____%
2030	$450,000	____%			

Section 4. UMB Bank, n.a., West Des Moines, Iowa, 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." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2031 to 2037, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2022. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

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. 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 the 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 not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

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, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable 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.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. 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

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2022A

No. _____ $_____

RATE	MATURITY DATE	BOND DATE	CUSIP
____%	June 1, _____	June 14, 2022	___398526 ___

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2022, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2022A (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of June 14, 2022 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, 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; (3) acquiring vehicles and equipment for the municipal public works/street department; (4) undertaking improvements and extensions to municipal recreation trails; (5) undertaking improvements and repairs to municipal facilities; (6) acquiring and installing security systems improvements for municipal buildings; and (7) undertaking the Wallace Farm Park Project, an urban renewal project in the Grimes Urban Renewal Area authorized by action of the City Council on March 22, 2022.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 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, adopted on May 24, 2022, authorizing and approving the Loan 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 Loan 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 City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2031 to 2037, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

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 and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of June 14, 2022.

CITY OF GRIMES, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

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	_____ (Custodian)
TEN ENT	-	as tenants by the entireties		
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:

_____

_____

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

_____

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.

Section 7. 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, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds, including net original issue premium (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds ($_____) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds ($_____) (the "Project Proceeds) received from the sale of the Bonds, plus ($_____) (the "Rounding Amount"), shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds ($_____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $_____;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $_____; and

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $_____.

(Such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2022).

Section 9. A certified copy of this resolution shall be filed with the County Auditors of Dallas and Polk Counties, and the County Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Chapter 403 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental

property tax revenues for the payment of some or all of the portion of principal of and interest on the Bonds attributable to the Urban Renewal Project identified in the preamble hereof.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. 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 the 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 12. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2 12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. 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 Rule and the Continuing Disclosure Certificate.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved May 24, 2022.

_____

Mayor Scott Mikkelsen

Attest:

_____

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the sale and issuance of $6,975,000 General Obligation Corporate Purpose Bonds, Series 2022A of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2022.

_____
City Clerk Rochelle Williams

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on May 24, 2022, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2022A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2023, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2022.

WITNESS MY HAND this _____ day of _____, 2022.

_____

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on May 24, 2022, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2022A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2023, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2022.

WITNESS MY HAND this _____ day of _____, 2022.

_____

County Auditor

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this June 14, 2022 (the "Dated Date") by and between the City of Grimes, Iowa hereinafter called "ISSUER", and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $6,975,000 General Obligation Corporate Purpose Bonds, Series 2022A hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

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

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, n.a.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Grimes, Iowa
Attn: City Clerk
City Hall
101 NE Harvey Street
Grimes, Iowa 50111

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF GRIMES, IOWA

_____
Mayor Scott Mikkelsen

Attest:

_____
City Clerk Rochelle Williams

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By:_____
Authorized Signatory

PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

• Book Entry Bonds	$300 initial/$600 annual
• Registered/Private Placement Bonds	$500 initial/$600 annual

*Initial Fees charged at Closing
*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

• Placement of CDs or Sinking Funds	$500 per set up/outside UMB
• Late Payments	$100
• Optional or Partial Redemption	$300
• Mandatory Redemption	$100
• Early Termination/Full Call	$500
• Paying Costs of Issuance	$500 one-time fee

SERVICES AVAILABLE UPON REQUEST

• Dissemination Agent	$1,000 annual

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Grimes, Iowa (the "Issuer"), in connection with the issuance of $6,975,000 General Obligation Corporate Purpose Bonds, Series 2022A (the "Bonds"), dated June 14, 2022. The Bonds are being issued pursuant to a resolution of the Issuer approved on May 24, 2022 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access system available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the "Submission Deadline") of each year following the end of the 2021-2022 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by

State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **Employees and Pensions – City and City Employees' Contribution to IPERS**
- **Building Permits**
- **Property Tax Valuations**
- **Property Valuations**
- **Tax Rates**
- **Combined Historic Tax Rates**
- **Tax Collection History**
- **Larger Taxpayers**
- **Investment of Public Funds (as of June 30)**
- **Outstanding General Obligation Debt**
- **Outstanding Water Revenue Debt**
- **Outstanding Sewer Revenue Debt**
- **Debt Limit**
- **TIF-Backed Development Agreements**
- **Financial Summary**
- **LOSST Revenues**
- **History of Taxable Retail Sales**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be

recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 14, 2022

CITY OF GRIMES, IOWA

By_____
Mayor Scott Mikkelsen

Attest:

By_____
City Clerk Rochelle Williams

LOAN AGREEMENT

This Loan Agreement is entered into as of June 14, 2022, by and between the City of Grimes, Iowa (the "City"), and _____, _____, _____ as Purchaser (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of $6,975,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2022A, in the aggregate principal amount of $6,975,000 (the "Bonds").

2. The City has adopted a resolution on May 24, 2022 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated June 14, 2022, shall be in denominations of $5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan 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 the statute.

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

_____
_____, _____

By _____

_____
(Print Name and Title)

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of May 20, 2022

AGENDA HEADING:
Public Hearing and First Consideration of Ordinance 765: Amending Grimes Regulations Regarding Sewer Usage

SYNOPSIS:
With the City of Grimes joining the Des Moines WRA, there are certain ordinance amendments that are necessary to incorporate the WRA's sewer usage requirements.

The proposed regulations are primarily related to discharge requirements and limits, limits for pollutants, pre-treatment standards and the regulations of fats, oils and greases. The requirements are obligations as part of joining the WRA, thus we have no ability to modify the requirements.

Upon staffs review, we do not find anything challenging or problematic, however did want to bring to your attention the requirements related to fats, oils and greases.

With the adoption of the ordinance, the requirements for grease interceptors are now the jurisdiction of the WRA. Generally speaking, this is not problematic as we have for the prior 3 years, required all food users to size per the WRA standards. This was done in preparation of the joining the WRA and per our own local ordinance.

As it relates to existing food services establishments (FSE), that do not have grease interceptors in place, they would be required to install one if certain conditions exist. These conditions are as follows:

1. If an existing building is expanded or renovated to include a new FSE.
2. If an existing FSE makes application for a building permit with a valuation of $50,000 or more within a 12-month period.
3. If an existing FSE ceases to operate for one year or more as determined by the Iowa Department of Inspections & Appeals, Food and Consumer Safety Bureau Records.

Staff estimates that there are approximately 10-12 local establishes that do not currently have grease interceptors. Knowing the expense associated with installing such systems is quite expensive, and in an

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effort to preserve the existing local restaurants within the City, staff will be developing a grant program to assist with the costs associated with gaining compliance. Gaining compliance also helps to ensure a clean collection system, thus reducing the risks for blockages and backups. Staff anticipates presenting the grant program, process, and funding suggestions at this coming Strategic Planning. From there, the Council can consider the prioritization of the program, and choose to fund the program in the following budget.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff is recommending approval of the first consideration of Ordinance 765

GRIMES ORDINANCE 765

AN ORDINANCE AMENDING GRIMES CODE OF ORDINANCE TITLE 9 WITH REGARD TO REGULATION OF WASTEWATER SEWER USAGE BY DELETING CURRENT SECTION 9-1 IN ITS ENTIRETY, AND ADOPTING NEW UNIFORM WASTEWATER SEWER REGULATIONS CONSISTENT WITH GRIMES WRA AGREEMENT

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Title 9 to adopt ordinances that are uniform with the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) as the future provider of wastewater treatment services for Grimes. This Ordinance amends Title 9 by deleting Section 9-1, and replacing it with the sections specified under Section 2, "Amendment" of this Ordinance

SECTION 2. Amendment. **Grimes Code of Ordinances Sections 9-1-1 to 9-1-15 are stricken and replaced as set forth below:**

TITLE 9 PUBLIC UTILITIES

DIVISION 1. - GENERAL PROVISIONS REGARDING INDUSTRIAL WASTE

Sec. 9-1-1 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or *Clean Water Act* means the 1972 Federal Water Pollution Control Act, the 1977 Clean Water Act, and the 1987 Water Quality Act, as amended.

Approval authority means the Iowa Department of Natural Resources.

Authorized representative means:

(1) An executive officer of a corporation.

(2) A general partner of a partnership.

(3) The proprietor of a proprietorship.

(4) The conservator, trustee, attorney in fact, receiver or other person or agent authorized in law and in fact to act on behalf of users which are not corporations, partnerships, or proprietorships or on behalf of other entities which must legally act through an agent.

(5) Any other authorized representative of a person or entity identified in subsections (1), (2), (3), or (4) of this definition, if the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company and the written authorization is submitted to the Director.

(6) Any other person authorized by law to act on behalf of any entity.

Baseline monitoring report means the report required by 40 CFR 403.12(b)(1-7).

Biochemical Oxygen Demand (BOD) means the analysis of BOD as described in Environmental Protection Agency methods.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainage pipes inside the wall of the building and conveys it to the building sewer, beginning three feet outside the building wall.

Building sewer or *lateral sewer* means the sewer extending from the building drain to the connection with the POTW.

Bypass means the intentional diversion of waste streams from any portion of an industrial user's pretreatment facility.

Carbonaceous Biochemical Oxygen Demand (CBOD) means the analysis of BOD as described in Environmental Protection Agency methods while inhibiting the nitrogenous oxygen demand.

Categorical user means a user subject to National Categorical Pretreatment Standards.

Chemical Oxygen Demand (COD) means the measurement of the susceptibility of a sample to oxidation by a strong chemical oxidant expressed in mg/l and using Environmental Protection Agency methods.

City means the political subdivision known as the City of Grimes, Iowa, and also means the territory within the corporate boundaries of the City of Grimes.

City sanitary sewer system or *sanitary sewer system* means the local outfall sewers, trunk sewers, pumping stations, force mains, and wastewater equalization basins, and all other structures, devices and appliances appurtenant thereto, which are used for collecting, conveying or storing wastewater and which serve and are owned, operated and maintained by the city or by a sanitary district serving the city.

Combined waste stream formula means the formula as found in 40 CFR 403.6(e).

Composite sample means a representative sample using a minimum of three grab sample aliquots obtained over a period of time and mixed using either a flow proportional or time proportional method.

Conventional pollutant means BOD, COD, O&G, suspended solids, pH, ammonia nitrogen, total Kjeldahl nitrogen and fecal coliform bacteria.

Discharge or *indirect discharge* means the introduction of treated or untreated wastewater into the POTW.

Dissolved solids means the concentration of residue left in an evaporating dish after evaporation and drying at defined temperatures using Environmental Protection Agency methods or standard methods.

Domestic wastewater means all household-type waste discharged from places of human habitation, including toilet, bath, kitchen and laundry wastewater. *Domestic wastewater* is further defined as waste which does not exceed daily maximum limits of 300 mg/l COD, 200 mg/l BOD, 250 mg/l suspended solids, 100 mg/l oil and grease, 30 mg/l TKN, and 15 mg/l NH3-N at a discharge rate of 100 gallons per capita per day. This loading is equal to 0.25 pound of COD, 0.17 pound of BOD, 0.20 pound of suspended solids, 0.083 pound of oil and grease, 0.025 pound of TKN and 0.013 pound of NH3-N per capita per day.

Domestic user means a person discharging only domestic wastewater to the POTW, which wastewater is discharges from any building or parts of a building designed for or occupied by one or more persons as a single housekeeping unit, including such units within multifamily dwellings and apartment buildings, which building or premises is a source of wastewater discharge into a POTW.

Environmental Protection Agency or *EPA* means the U.S. Environmental Protection Agency.

Environmental Protection Agency methods means standard procedures for wastewater analysis approved by the U.S. Environmental Protection Agency and prescribed in 40 CFR 136, and includes alternate methods approved by the approval authority.

E. Coli or Escherichia coli means bacteria that are a member of the fecal coliform group and whose presence indicates fecal contamination in water.

Fecal coliform means bacteria common to the intestinal tracts of humans and animals whose presence in water is an indication of pollution.

Fat, oil, and grease or *oil and* grease or FOG means those substances which are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases".

Garbage means solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the commercial handling, storage and sale of produce.

Grab sample means a single aliquot sample collected either directly or by means of a mechanical device.

Headworks means the main wet well at the WRF prior to any treatment process.

Industrial user means a person whose property, building or premises is a source of wastewater discharge into the POTW, other than a domestic user.

Industrial waste means the liquid waste from industrial users as distinct from domestic sewage.

Interference means a discharge which, alone or in conjunction with a discharge or discharges from other sources, which both:

(1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal, and

(2) Causes a violation of any requirement of the WRA's National Pollutant Discharge Elimination System permit (including an increase in the magnitude or duration of a violation) or prevents sewage sludge use or disposal in compliance with any federal, state or local regulations or permits.

Limit means the maximum allowable discharge of a given pollutant as in the following definitions:

(1) *Daily maximum limit* or *daily instantaneous maximum limit* means the maximum allowable discharge of pollutant as measured at any time during a calendar day, expressed as either a concentration limit or a daily mass limit. It is a violation if the concentration limit on any single sample taken exceeds that discharge limits in the discharge permit for the user, or the discharge limits set forth in section 9-1-28.

(2) *Monthly average limit* means the maximum allowable value for the average of all measurements of a pollutant obtained during one calendar month.

National Categorical Pretreatment Standards (NCPS) or *categorical standards* means any limitations on pollutant discharges to POTW promulgated by the U.S. Environmental Protection Agency that apply to specified process wastewater of particular industrial categories.

National Pollutant Discharge Elimination System (NPDES) permit means a permit issued pursuant to the Act.

New source means a source as defined by 40 CFR 403.3(k).

Nonconventional pollutants means all pollutants which are not included in the definition of conventional pollutants.

NH3-N means the ammonia nitrogen concentration in mg/l as determined using Environmental Protection Agency methods.

O&M means operation and maintenance.

Pass through means a discharge which exits the POTW into water of the state in quantities or concentrations which, alone or in conjunction with a discharge from other sources, is a cause of a violation of any requirement of the WRA's National Pollutant Discharge Elimination System permit, including an increase in the magnitude or duration of a violation, or other permit issued to the WRA by the Iowa Department of Natural Resources or the U.S. Environmental Protection Agency.

Person means any individual, partnership, co-partnership, firm, company, association, joint stock company, society, corporation trust, estate, municipality, governmental entity, group, or any other legal entity, or their legal representatives, agents, or assigns.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Pollution means the alteration of chemical, physical, biological, or radiological integrity of water as a result of human activity or enterprise.

POTW treatment plant means that portion of the publicly owned treatment works which is designed to provide treatment, including recycling and reclamation, of municipal sewage and industrial waste.

Pretreatment means the reduction, elimination, or alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW.

Pretreatment facility means the equipment used to accomplish pretreatment.

Pretreatment requirements means any substantive or procedural requirement related to pretreatment standards, imposed on an industrial user.

Pretreatment standards means, for any specified pollutant, the prohibitive discharge standards as set forth in section 9-1-27 of this article, the specific limitations on discharge as set forth in section 9-1-28 of this article, the state pretreatment standards or the National Categorical Pretreatment Standards, whichever standard is most stringent.

Properly shredded garbage means the waste from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles are carried freely under the flow conditions normally prevailing in the POTW, with no particle greater than one-half inch in any dimension.

Publicly owned treatment works or *POTW* means and includes "POTW" treatment works as defined by section 212 of the Act, and which is owned by the Des Moines Metropolitan Wastewater Reclamation Authority or any of Participating Communities that make up the WRA. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances if they convey wastewater to a POTW Treatment Plant.

Sampling chamber or *sampling maintenance hole* means a device or structure suitable and appropriate to permit sampling and flow measurement of a wastewater stream to determine compliance with this article.

Severe property damage means substantial physical damage to property, damage to a pretreatment facility causing it to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Sewage means and includes wastewater as herein defined.

Sewage system means sewers, intercepting sewers, pipes or conduits, pumping stations, force mains, and all other constructions, devices and appliances appurtenant thereto used for collecting or conducting sewage to a point of treatment or ultimate disposal.

Significant user means:

(1) All categorical users.

(2) All industrial users that:

   a. Discharge 25,000 gallons per day or more of process wastewater (excludes sanitary, non-contact cooling, and boiler blowdown wastewater);

   b. Contribute a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the WRF; or

   c. Contribute a discharge that has a reasonable potential, in the opinion of the Director, to adversely affect the POTW treatment plant by causing interference or pass through.

Sludge means the solids separated from the liquids during the wastewater treatment process.

Slug or *slug load* means any discharge of water or wastewater which, in concentration of any pollutant, measured using a grab or composite sample, is more than five times the allowable concentration as set forth in sections 9-1-27 and 9-1-28 of this article or in a user's most recent wastewater discharge permit or which exceeds a slug concentration level specified in a wastewater discharge permit. A discharge with pH outside the allowable range by more than one standard unit (S.U.) shall also be considered a slug.

Standard Industrial Classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, most recent edition.

Standard Methods means the laboratory procedures set forth in the latest USEPA approved edition of Standard Methods for the Examination of Wastewater prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

Storm sewer means a sewer which carries stormwater, surface water and drainage but excludes sewage and industrial waste other than unpolluted cooling water.

T, when used as a portion of a chemical name, shall designate "total" such as in "cyanide-T" where "T" means "total" cyanide.

TKN means the Total Kjeldahl Nitrogen concentration expressed in mg/l as determined using Environmental Protection Agency methods or Standard Methods.

Total metal means the sum total of the suspended and dissolved concentrations of a metal specified in a wastewater discharge permit or as specified in section 9-1-28 hereof.

Total Suspended Solids (TSS) means the portion of total solids retained by a filter using Environmental Protection Agency methods or Standard Methods.

Total Toxic Organics (TTO) means the summation of all quantified values greater than 0.01 milligram per liter for the toxic organics as specified in the applicable regulation.

Toxic pollutant means any pollutant or combination of pollutants listed in 40 CFR 403, appendix B.

Unpolluted water means water containing none of the following: free or emulsified oil and grease; substances that may impart taste, odor or color characteristics; volatile, explosive, toxic or poisonous substances in suspension or solution; explosive, odorous or otherwise obnoxious gases. Such water shall not contain more than 25 mg/l of suspended solids, and not more than 25 mg/l of BOD.

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed pretreatment facilities, inadequate pretreatment facilities, lack of preventive maintenance, or careless or improper operation.

User means a person discharging anything other than domestic wastewater into the POTW, and includes categorical users as herein defined.

Waste hauler means a private contractor licensed by the WRA to deliver wastewater to the WRF or other locations approved by the WRA Director, and includes all persons required to have a license under section 9-1-177 of this chapter.

Wastewater means and includes *sewage* as defined in federal law and regulation, or a combination of the liquid and water-carried waste from residences, commercial buildings, institutions and industrial establishments, together with such groundwater, surface water, and stormwater as may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

Wastewater discharge permit means the document issued to a user by the WRA in accordance with the terms of this article which permits such user to discharge wastewater to the POTW.

Water of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.

WRA or *Wastewater Reclamation Authority* means the Des Moines Metropolitan Wastewater Reclamation Authority, an entity organized and existing under Chapters 28E and 28F of the Iowa Code, and established pursuant to the WRA Agreement. The term "WRA" means and includes the representatives of the Participating Communities on the WRA Board, and the officers and employees of the WRA.

WRA agreement means the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, approved and executed by the WRA and its Participating Communities and effective as of July 1, 2004.

WRA Director or *Director* means the person appointed by the WRA Board, or by the WRA Operating Contractor upon consultation with the WRA Board, as provided in Section 2.63 of the WRA operating contract, who is charged with the administration and management of the WRA system and of the provision of all services outlined in operating contract. Unless otherwise indicated in the text, the Director shall mean and include the person acting as the Director's authorized designee in the Director's absence in carrying out the Director's duties under this article.

WRA Operating Contractor or *Operating Contractor* means the City of Des Moines, pursuant to the initial Operating Contractor executed by the City of Des Moines and the WRA Board on and as of July 1, 2004, or such successor Operating Contractor as the WRA shall contract with to provide operation and management services to the WRA

WRA participating community or WRA *participating communities* means, individually or collectively, depending on context, the cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee, and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties, or sanitary districts that become participating communities under the provisions of the WRA agreement.

WRA wastewater collection and conveyance system or *WCCS* means the WRA sanitary sewer interceptors and extensions to same, detention basins, equalization basins, storage facilities, pumping stations, force mains and all related property and improvements.

WRA Wastewater Reclamation Facility or *WRF* means the wastewater treatment plant located generally at 3000 Vandalia Road, Des Moines, Iowa, as the same may be expanded or improved in the future, and any other wastewater treatment plants hereafter acquired or constructed and operated by the WRA.

WRA system means and includes the WRF, the WCCS, satellite wastewater and CSO treatment facilities hereafter constructed, all real and personal property of every nature hereinafter owned by the WRA and comprising part of or used as a part of the WRA system, and all appurtenances, contracts, leases, franchises and other intangibles of the WRA.

Sec. 9-1-2 - Abbreviations.

The following abbreviations, when used in this article, shall have the designated meanings:

BETX	Benzene, ethylbenzene, toluene, and xylenes (total)
BOD	Biochemical oxygen demand
BMR	Baseline monitoring report
C	Celsius
CFR	Code of Federal Regulations
COD	Chemical oxygen demand
EPA	Environmental Protection Agency
F	Fahrenheit
FOG	Fat, oil, and grease
GPD	Gallons per day
IDNR	Iowa Department of Natural Resources
lb/day	Pounds per day
mgd	Million gallons per day
mg/l	Milligrams per liter

NCPS	National Categorical Pretreatment Standards or categorical standards
NH3-N	Ammonia nitrogen
NPDES	National Pollutant Discharge Elimination System
O&G	Oil and grease
POTW	Publicly owned treatment works
SCP	Spill control plan
SIC	Standard industrial classification
SNC	Significant noncompliance
RCRA	Resource Conservation and Recovery Act
TCLP	Toxicity characteristic leaching procedure
TFE	Trichlorotrifluoroethane
TKN	Total Kjeldahl nitrogen
TOH	Total organic hydrocarbons
TRC	Technical review criteria
TSS	Total suspended solids
TTO	Total toxic organics
USC	United States Code
U.S. EPA	United States Environmental Protection Agency
VPH	Volatile petroleum hydrocarbons

Sec. 9-1-3 - General adoption.

The provisions of this article are enacted to aid in the enforcement of the pretreatment regulations set forth in this article and may be placed in a separate portion of the municipal or county code of any WRA participating community which adopts these provisions. Each WRA participating community by enacting this article designates the WRA and its Operating Contractor as the enforcement agency under this article. Employees, agents and officers of the WRA and of its Operating Contractor, while acting to enforce this article for the WRA, are empowered to make such inspections, issue such orders or permits and take such actions within the corporate boundaries of the city as are authorized by this article. The WRA or its Operating Contractor is also authorized to impose and collect all fees or penalties authorized by this article, and are authorized to directly bill and collect from contributors penalties, fees charges and surcharges from all users within the city. A user's failure to pay any fee, charge, penalty or surcharge is a municipal infraction and shall also be grounds to discontinue sewer service to the user, all as hereafter more particularly provided. The enforcement of this article in the city is not dependent upon passage of this article or a similar ordinance by other WRA participating communities.

Sec. 9-1-4 - Intent and construction.

This article seeks to implement provisions of the Act, the general pretreatment regulations found at 40 CFR, Part 403, and the Iowa Administrative Code, chapter 567, sections 62.4 and 62.8. This article is to be construed and applied in accordance with the Clean Water Act amendments, the general pretreatment regulations, the Iowa Administrative Code and the purpose and policy provision set forth in section 9-1-5 of this division.

Sec. 9-1-5 - Purpose and policy.

(a) This article regulates the use of sanitary sewers; private wastewater disposal; the installation and connection of building sewers; and the discharge of wastewater or waste into the POTW. This article sets forth uniform requirements for discharges into the POTW, and the deposit of wastewater and waste hauled to the WRF or to other locations approved by the WRA Director for disposal and treatment.

(b) The objectives of this article are to:

(1) To prevent the introduction of pollutants into the POTW that may interfere with the operation of the system or interfere with sludge management and disposal.

(2) Prevent the introduction of pollutants into the POTW that may pass through the system inadequately treated and ultimately into receiving water, the atmosphere, or otherwise be incompatible with the system.

(3) Protect workers' safety and health and protect against damage to the POTW.

(4) Provide for equitable distribution of treatment and industrial pretreatment costs resulting from pollutants introduced into the POTW.

Sec. 9-1-6 - Jurisdiction.

The sections of this article are applicable in their entirety to all users who contribute wastewater, directly or indirectly, into the POTW without regard to whether the physical facilities of such users are situated within or outside the corporate limits of the city/county.

Sec. 9-1-7 - Severability.

If any provision of this article or the application thereof to any particular person or particular circumstance is held invalid, the invalidity shall not affect other provisions or application of this article which can be given effect without the invalid provision or application. To this end the provisions of this article are severable.

Sec. 9-1-8 - Interpretation.

This article shall be construed and interpreted to conform with 40 CFR I, and it is the intent of this article that it comply with the federal regulations.

Secs. 9-1-9 To 9-1-25 - Reserved.

DIVISION 2. - WASTEWATER TREATMENT AND PRETREATMENT

Sec. 9-1-26 - User requirements.

(a) The following requirements shall apply to all users of the POTW:

(1) All users shall promptly notify the WRA Director in advance of any substantial change in the volume or character of pollutants in their discharge.

(2) New or increased contributions of pollutants or changes in the nature of pollutant discharged to the POTW shall require prior approval by the WRA Director.

(3) Industrial users shall notify the WRA Director, the Environmental Protection Agency Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. The notification shall comply with the requirements set forth in 40 CFR 403.12(p).

(4) Discharge of any pollutants without the notice and approval required by this section is prohibited. Upon the receipt of notice required by this section, the WRA Director shall within 180 days or less approve the discharge if he or she finds the proposed discharge meets applicable pretreatment standards and requirements and would not cause the WRA to violate its National Pollutant Discharge Elimination System permit. The WRA Director shall deny permission for the discharge if he or she finds applicable pretreatment standards and requirements are not met or the discharge would cause a violation of the National Pollutant Discharge Elimination System permit for the WRF. In lieu of denial of permission for discharge, the WRA Director may allow such discharge or contribution upon conditions which would not violate applicable pretreatment standards or requirements and would not cause a violation of the National Pollutant Discharge Elimination System permit for the WRF.

(5) Food service establishments shall be regulated first under division 5 of this article but may be required to obtain a wastewater discharge permit and be subject to the requirements of divisions 1 through 4 if the WRA Director determines that additional pretreatment is required in order to comply with fat, oil, and grease discharge limits.

(b) Any part of this section notwithstanding, upon receipt of the notice required by this section, the WRA Director may require, in addition to the requirements of this section, that an industrial user obtain a permit under this article.

(c) Users who are determined to be industrial users as herein defined and who refuse to apply for or obtain a wastewater discharge permit shall be subject to termination of sewer services as provided in section 9-1-87 hereof.

Sec. 9-1-27 - Discharge prohibitions.

The following general prohibitions shall apply to all users of the POTW unless the user is subject to a more restrictive National Categorical Pretreatment Standards, the Iowa Department of Natural Resources, or wastewater discharge permit limit. The following substances are prohibited from discharge to the POTW:

(1) Pollutants creating a fire or explosion hazard in the POTW, including but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods referenced in 40 CFR 261.21. Waste streams shall not be ignitable at ambient temperatures. At no time shall two successive readings on a meter capable of reading L.E.L. (lower explosive limit) at the nearest accessible point to the POTW, at the point of discharge into the POTW or at any point in the POTW, be more than five percent nor any single reading greater than ten percent.

(2) Any substance which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 or greater than 12.0 without approval from the Director.

(3) Solid or viscous pollutants which will cause obstruction to the flow in the POTW resulting in interference. Such pollutants include but are not limited to grease, garbage with particles greater than one-half inch

any dimension, animal tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, wipes, spent grains, spent hops, wastepaper, wood, plastics, tar, asphalt residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing waste, or tumbling and de-burring stones, and wastewater containing fat, wax, O&G, or other substances which may solidify or become viscous at temperatures between 32 and 150 degrees Fahrenheit (0 and 65 degrees Celsius).

(4) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate or pollutant concentration which will cause interference or pass through at the WRF or which constitutes a slug load as defined in this article.

(5) Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case wastewater or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius) at the point of introduction into the POTW, and in no case wastewater or vapor which alone or in concert with other discharges produces a temperature at the WRF greater than 104 degrees Fahrenheit (40 degrees Celsius).

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.

(7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems or a public nuisance.

(8) Any trucked or hauled pollutants, except at discharge points designated by the WRA.

(9) Radioactive wastes unless they comply with Atomic Energy Commission Act of 1954 (68 Stat. 919 as amended and part 20, subpart D, Waste Disposal, section 20.303 of the regulations issued by the Atomic Energy Commission, or amendments thereto).

(10) Any wastewater containing concentrations of inert suspended solids, such as but not limited to fuller's earth, lime slurries, and lime residues, or of dissolved solids, such as but not limited to, sodium chloride and sodium sulfate, which exceed 3,000 mg/l nonvolatile or 3,000 mg/l total dissolved solids unless approved by the WRA Director.

(11) Pollutants causing excessive discoloration, such as but not limited to dye waste and vegetable tanning solutions.

Sec. 9-1-28 - Local limits for specific pollutants.

(a) *Generally.* Local limits for specific pollutants discharged pursuant to this article shall be as follows:

(1) *Dilution.* Dilution of the discharge from a pretreatment facility or from a regulated process is prohibited as a method for treatment of wastes in order to meet the limits set forth in this article.

(2) *Sample location.* Measurement of pollutant concentrations to determine compliance shall be made at the point immediately following the pretreatment facility and before mixture with other waters, unless another point is designated by the WRA Director. If necessary, the concentrations so measured shall be recomputed to exclude the effect of any dilution that is improper using the combined waste stream formula.

(b) *Headworks limits; average mass.* The average composite loading of all industrial users contributing the following specific pollutants to the POTW shall not exceed the allowable total pounds. The allocation of pollutants between industrial and nonindustrial sources may be adjusted by the Director provided that the allowable total loading for any pollutant at the headworks of the WRF is not exceeded.

	30-Day Average Allowable Pounds/Day	
Pollutant	Total	Industrial
BOD	195,600	135,153
TSS	300,400	208,463
NH3	13,000	6,959
TKN	27,760	16,950

	Maximum Allowable Headworks Loading Pounds/Day	**Maximum Allowable Industrial Loading** Pounds/Day
Pollutant	Total	Industrial
Arsenic-T	7.58	3.81
Cadmium-T	3.65	2.16
Chromium-T	136.35	120.90
Copper-T	148.56	125.51
Cyanide-T	17.08	8.28
Lead-T	28.17	20.94
Mercury-T	0.999	0.747
Nickel-T	87.27	75.75
Silver-T	23.30	19.77
Zinc-T	360.59	283.53

(c) *Discharge concentration limits and review criteria.* Discharge concentration limits and review criteria shall be as follows:

(1) The discharge into the POTW of any materials, water or waste having a pollutant concentration greater than the limits in subsections (c)(3), (4), and (5) of this section or containing pollutants not listed in this subsection shall be subject to the review and approval of the WRA Director. After review of the proposed discharges, the WRA Director may:

a. Reject the waste for reasons consistent with section 9-1-5 of this article.

b. Require pretreatment to an acceptable pollutant concentration for discharge to the POTW.

c. Require control of the quantities and rates of discharge of the water or waste.

d. Require payment to cover the added cost of handling and treatment of water and waste or any combination thereof.

e. Reduce the maximum or average mass loading of present and prospective individual users on any reasonable prorated basis to meet headworks loading limits at the WRF.

f. Require the user to obtain a wastewater discharge permit and be subject to any of the rules and regulations contained therein.

g. Require the user to meet local limits when local limits are more restrictive than National Categorical Pretreatment Standards, provided that headworks loading limits are met.

h. Initiate enforcement action in response to any noncompliance with this article using the enforcement procedures outlined in this article.

i. Take any combination of the steps in subsections (c)(1)a through (c)(1)g, as appropriate.

(2) Users discharging wastewater to the POTW whose pollutant concentrations or flows are greater than the following shall be considered industrial users for purposes of sewer charges and may be regulated or permitted by the WRA Director as appropriate:

	Pollutant	Daily Maximum (mg/l)
a.	BOD	200
b.	TSS	250
c.	COD	300
d.	O&G-T	100
e.	TKN	30
f.	NH3-N	15
g.	An average daily flow greater than 5,000 gallons or having an unusual concentration of flow.	

(3) Pollutant limits. Average and maximum concentration limits for users without National Categorical Pretreatment Standards for these pollutants shall be as follows:

Pollutant	Daily Maximum (mg/l)	Monthly Average (mg/l)
Arsenic-T	0.38	0.25
Cadmium-T	0.08	0.05
Chromium-T	6.43	4.29
Copper-T	10.21	6.80
Cyanide-T	0.53	0.36
Lead-T	1.43	0.95
Mercury-T	0.042	0.028
Nickel-T	7.22	4.81
O&G-T	400	—
O&G-Mineral	100	—
Silver-T	1.30	0.87
VPH	10.0	—
Zinc-T	19.64	13.09

pH range shall be not lower than 5.0 or greater than 12.0.

Temperature (liquids or vapors) shall be not greater than 150 degrees Fahrenheit at the point of entry into the POTW.

(4) Daily maximum pollutant limits for hauled waste. Wastes delivered to the WRF by truck or rail shall not exceed the following concentrations in any load or overall daily loading limits unless otherwise approved by the WRA Director:

Pollutant	Concentration (mg/l)	Loading (pounds/day)
COD	100,000	--
O&G-T	50,000	--
VPH	10.0	--
Arsenic-T	--	0.014
Cadmium-T	--	0.93
Chromium-T	--	24.74
Copper-T	--	23.71
Cyanide-T	--	0.29
Lead-T	--	6.70
Mercury-T	--	0.12
Nickel-T	--	3.71
Silver-T	--	0.26
Zinc-T	--	87.62

pH range shall be not lower than 5.0 or greater than 12.0.

(5) Daily maximum limit for gasoline cleanup projects. Discharge of wastewater from sites where gasoline is being removed from the soil or groundwater shall meet the following limits prior to discharge to the POTW:

Pollutant	mg/l
Benzene	0.050
BETX	0.750

(d) No subsection of this section shall be construed to provide lesser discharge standards than are or that may be imposed and required by U.S. Environmental Protection Agency or the Iowa Department of Natural Resources, nor to allow the average allowable total loading for any pollutant at the headworks of the WRF to be exceeded.

Sec. 9-1-29 - National Categorical Pretreatment Standards.

Users subject to National Categorical Pretreatment Standards (NCPS) as contained in 40 CFR I, subchapter N, part 405-471 shall comply with the standards and applicable reporting requirements under 40 CFR 403.12. New sources of categorical discharge shall meet National Categorical Pretreatment Standards in the shortest feasible time, but in no case longer than 90 days from the commencement of discharge. Failure to comply shall be a violation of this article and subject the user to enforcement action. The WRA is required to notify all known affected categorical users of the applicable reporting requirements under 40 CFR 403.12. Failure of the WRA to notify a user shall not relieve the user of the duty, if any, to comply with National Categorical Pretreatment Standards.

Sec. 9-1-30 - State requirements.

State of Iowa requirements and limitations on discharges pursuant to this article shall apply when they are more stringent than U.S. Environmental Protection Agency or WRA requirements and limitations unless allowed by the Iowa Department of Natural Resources.

Sec. 9-1-31 - City's right of revision.

The city, acting at the direction of the WRA, reserves the right to establish more stringent limitations or requirements on discharges to the POTW than those contained in this article if deemed necessary to comply with the purpose and policy objectives presented in section 9-1-5 of this article.

Sec. 9-1-32 - Pretreatment.

(a) A user discharging or with potential to discharge any waste into the POTW as set forth in section 9-1-27, 9-1-28 or 9-1-29 of this division shall be required by the WRA Director to construct, install and operate, at the user's sole expense, such pretreatment facilities as may be required in order to:

(1) Reduce the objectionable characteristics or constituents of wastewater to within the maximum limits provided for in sections 9-1-27, 9-1-28, 9-1-29, and 9-1-30 of this article.

(2) Control the quantities and rates of discharge of such wastewater.

(3) Reduce the pollutants to such concentration and flows as may be contained in the user's wastewater discharge permit.

(4) Prevent the discharge of liquid waste containing FOG, sand in excessive amounts, any flammable waste, or other harmful pollutants. All traps or similar devices shall be of a type and capacity needed to perform effectively and shall be readily and easily accessible for cleaning and inspection. All traps or devices shall be provided and maintained in efficient operating condition at all times. Materials removed from traps shall be considered unacceptable for disposal at the WRF unless specifically approved by the WRA Director.

(b) All plans, specifications, technical operating data and other information pertinent to the proposed operation and maintenance of pretreatment facilities shall be reviewed and approved by the WRA Director prior to construction. Design and installation of such facilities shall be subject to the requirements of all applicable codes, chapters and laws, including local zoning regulations. The review and approval of such plans and operating procedures shall, in no way, relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the WRA Director under this article. Any subsequent changes in the pretreatment facilities or method of operations shall be reported to and be acceptable to the WRA Director prior to the user's initiations of the changes.

(c) Users shall continuously maintain all pretreatment facilities required by this article in satisfactory and effective operating condition at the sole expense of such user.

(d) No section contained in this article shall be construed to prevent or prohibit a separate or special agreement between the WRA and any user whereby wastewater containing waste of unusual strength, character or composition may be accepted for treatment, subject to additional payment by such user; provided, however, that such agreement shall have the prior approval of the WRA Board, shall not conflict with the Iowa Department of Natural Resources and U.S. Environmental Protection Agency requirements, and shall be consistent with subsection 9-1-86(b) and sections 9-1-30 and 9-1-31 of this article, and subsection (f) of this section.

(e) The WRA Director may reject any waste which, in the opinion of the Director, may cause interference or pass through.

(f) Users shall obtain the specific approval of the WRA Director prior to discharging any waste resulting from a pretreatment facility to the POTW. The WRA Director may develop a documentation system to track the transportation and final disposition of any pretreatment waste. Pretreatment waste regulated by this subsection shall include waste generated as a result of pretreatment processes used to comply with National Pollutant Discharge Elimination System permits, air pollution permits, wastewater discharge permits, soil/groundwater reclamation processes, and pollutants resulting from a spill of any liquid or solid material or the cleanup of any such spill. Pretreatment waste is prohibited from disposal to the water of the state except as specifically permitted by the Iowa Department of Natural Resources.

Sec. 9-1-33 - Dilution prohibited.

Users shall not increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or with any other pollutant-specific limitation developed by the WRA or its Operating Contractor.

Sec. 9-1-34 - Spill containment.

(a) Users having the ability to cause interference or pass through or to discharge a slug shall provide protection from accidental discharge to the POTW of prohibited materials or other substances regulated by this article. Facilities to prevent accidental discharge of prohibited materials shall be constructed, installed, operated and maintained at the user's sole cost and expense.

(b) Users meeting the criteria in subsection (a) of this section shall develop a spill containment plan. The plan shall require the approval of the WRA Director and shall contain the following:

(1) A description of discharge practices, including non-routine batch discharges.

(2) A description of stored chemicals.

(3) Procedures for immediately notifying the WRA of slug discharges, including any that would violate the discharge prohibitions in section 9-1-27 of this division. Notification procedures shall comply with subsections (c) and (d) of this section.

(4) A description of procedures and structures necessary to prevent adverse impacts upon the POTW from accidental spills including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants including solvents, and/or measures and equipment for emergency response.

(5) A schedule for the completion or implementation of necessary procedures and structures. Complete implementation and installation of any procedures or structures shall be according to the shortest possible schedule, but in no case longer than one year. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify and operate its facility as necessary to meet the requirements of this article.

(c) Users shall immediately telephone and notify the WRA of any accidental or deliberate discharge of pollutants which violates section 9-1-27 of this division or which is a slug load. Any discharge into the POTW of a substance which is a listed or characteristic waste under section 3001 of RCRA must be immediately reported to the U.S. Environmental Protection Agency Regional Director, the Iowa Department of Natural Resources, and the WRA. Notifications required in this subsection shall include the name of caller, location and time of discharge, pollutant concentration, volume and the corrective actions taken.

(d) Users shall submit a written report to the WRA Director within five days following such an accidental or deliberate discharge describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Users shall submit follow-up reports as may be required by the WRA Director. Such report shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property, nor shall such report relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or otherwise. Failure to report accidental or deliberate discharges may, in addition to any other remedies available to the city, result in the revocation of the discharger's wastewater discharge permit.

(e) Users shall control production or all discharges to the extent necessary to maintain compliance with all applicable regulations upon reduction, loss, or failure of its pretreatment facility until the facility is restored or an alternative method of pretreatment is provided. This requirement applies in the situation where, among other things, the primary source of power to the user's pretreatment facility is reduced, lost or fails.

(f) Users required to have a spill containment plan must permanently post a notice in English and the language of common use on the user's bulletin board or other prominent place advising employees whom to call if a prohibited discharge occurs. Users shall ensure that all employees who are in a position to cause, discover, or observe such an accidental discharge are advised of the emergency notification procedures.

Sec. 9-1-35 - Treatment upsets.

Users shall inform the WRA Director within one hour of becoming aware of an upset in operations that places it in a temporary state of noncompliance with the pollutant limits in this article. Users shall provide a follow-up written report to the WRA Director within five days. The report must demonstrate that the pretreatment facility was being operated in a prudent and appropriate manner and shall contain:

(1) A description of the upset, its cause, and impact on the user's compliance status.

(2) The duration of noncompliance, including exact dates and times of noncompliance, and, if the noncompliance is continuing, the time by which compliance is reasonably expected to be restored.

(3) All steps taken or planned to reduce, eliminate, and prevent recurrence of such an upset.

Sec. 9-1-36 - Treatment bypass.

(a) Under this article, bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime.

(b) The user may allow a bypass to occur which does not cause a violation of pretreatment standards, but only if it is for essential maintenance to ensure efficient operation.

(c) Notification of bypass shall be submitted in accordance with the following:

(1) *Anticipated bypass.* If the user knows in advance of the need for a bypass, it shall submit prior written notice, at least ten days before the date of the bypass, to the WRA Director.

(2) *Unanticipated bypass.* The user shall immediately notify the WRA Director and submit a written report to the WRA within five days. This report shall specify the following:

a. A description of the bypass, its cause, and the duration.

b. Whether the bypass has been corrected.

c. The steps being taken or to be taken to reduce, eliminate and prevent a reoccurrence of the bypass.

(d) Proper notification shall not relieve the user of liability for treatment costs and fees or other remedies as provided for in section 9-1-32 of this division.

Sec. 9-1-37 - Fees.

To provide for the recovery of costs from users of the POTW and for the implementation of the pretreatment program established by this article, the following fees are hereby established and shall be applicable to discharges by all users:

(1) All users shall be subject to the following fees and charges:

a. The wastewater discharge permit application fee shall be $200.00 for a class A permit, $100.00 for a class B permit, and $100.00 for a soil/groundwater remediation permit.

b. The annual fee for a class A wastewater discharge permit shall be $1,000.00.

c. The annual fee for a class B wastewater discharge permit shall be $400.00.

d. The fee paid by each industrial user when an accidental discharge or slug load occurs shall be up to $1,000.00. The fee shall reimburse the WRA for any costs incurred as a result of the discharge.

e. The fee for sampling a user's discharge shall be $50.00 per day when using a 24-hour automatic sampler. The fee for subsequent consecutive days and for collecting grab samples shall be $25.00 per day. When a sampling event must be rescheduled due to failure of the user's sampling equipment or due to a sampler seal (used to detect sample tampering) being broken, a trip charge of $25.00 and a rescheduling fee of $50.00 shall be assessed. The trip charge fee may be waived if the user informs the WRA of sampling equipment failure prior to 8:00 a.m. of a scheduled sampling day.

f. Laboratory analysis fees for those analyses performed by the WRA shall be as follows:

LABORATORY ANALYSIS FEES

Test	Cost/ Sample
BOD	$ 20.00
COD	20.00
Total Organic Carbon (TOC)	20.00
TSS	10.00
pH	5.00
Oil and grease - total	35.00
Mineral/nonmineral	35.00
Nitrogen, ammonia	15.00
Nitrogen, nitrate	15.00
TKN	30.00
Phosphorous, total	25.00
Potassium	12.00
Calcium carbonate equivalent	15.00
Soil analysis, each pollutant	20.00
Phenols	28.00
Cyanide	30.00
Metals:	
Arsenic	20.00
Selenium	20.00
Mercury	25.00
Other metals (per parameter)	15.00
BETX (OA-1)	40.00
VPH (OA-1)	40.00
BETX & VPH (OA-1)	45.00
USEPA Tests:	
608 Organochlorine Pesticides & PCBs	70.00
624 Volatile Organic Compounds	140.00
625 Base/Neutral Organic Compounds	290.00
and/or	
625 Acid/Organic Compounds	290.00

g. Fees for analysis performed by laboratories other than the WRA laboratory shall be the full cost of each analysis.

h. Fees for annual or biannual inspections of permitted users shall be $100.00 for those holding a class A permit and $50.00 for those holding a class B permit.

i. Fees for copying and mailing documents shall be $1.00 for the initial page and $0.25 for each additional page plus postage. No charges shall be assessed for requests for copies received from individuals or agencies served by the WRA, provided the number of pages requested does not exceed ten.

j. Fees for past due reminders sent each 30 days that a balance remains unpaid shall be $5.00.

k. Prohibitive waste charges for each pollutant discharged in excess of permit or ordinance limits shall be $25.00 per day for class B permit holders and $50.00 per day for class A permit holders. High strength charges shall double if discharges are slug loads. Payment of fees does not preclude other enforcement action and may not be paid in lieu of compliance with discharge limitations.

l. Fees for inspection of a food service establishment as defined in Division 5 of this Article, Regulation of Fats, Oils, and Grease Discharge by Food Service Establishments, shall be $50.00 per visit.

(2) All users contributing wastewater in excess of the following concentrations shall be assessed a surcharge, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use:

Pollutant	Surcharge (per pound)
Suspended solids in excess of 250 mg/l	$0.16
BOD or CBOD in excess of 200 mg/l	0.11
TKN in excess of 30 mg/l	0.61
Oil and grease in excess of 100 mg/l	0.06

Chemical oxygen demand (COD) in excess of 300 mg/l may be used at the discretion of the WRA Director in lieu of CBOD. In such case the excess COD concentration shall be multiplied by the known CBOD/COD ratio or by a ratio of two-thirds to establish an equivalent CBOD concentration.

Ammonia nitrogen (NH3-N) in excess of 15 mg/l may be used at the discretion of the WRA Director in lieu of TKN by multiplying the excess NH3-N concentration times two to establish an equivalent TKN concentration.

(3) The establishment and imposition of new or different fees or charges, in addition or in substitution for those provided above in this section, shall be by ordinance amending this chapter. The amounts of the fees and charges established in this section shall be and remain in effect until such time as the WRA Board shall by resolution revise said fee amounts. Said revised fees and charges shall take effect after the WRA Board causes said resolution to be sent to this city council and thereafter causes same to be published in a newspaper of general circulation in each county in which participating communities are located.

Secs. 9-1-38 — 9-1-50 - Reserved.

DIVISION 3. - INDUSTRIAL WASTEWATER DISCHARGE PERMITS AND REPORTING REQUIREMENTS

Sec. 9-1-51 - Classes of permits.

Discharge permit classifications shall be as follows:

(1) Class A permit issued to a user discharging 25,000 gallons per day or more of process wastewater (excludes sanitary, non-contact cooling, and boiler blowdown).

(2) Class B permit issued to a user discharging less than 25,000 gallons per day of process wastewater.

Sec. 9-1-52 - Permit requirements.

(a) All new industrial users shall notify the WRA Director of the nature and characteristics of their proposed discharge 180 days prior to commencing discharge. A notification form prescribed by the WRA shall be used for this purpose

(b) Significant users shall discharge wastewater, either directly or indirectly, into the POTW only after obtaining a wastewater discharge permit from the WRA Director. Obtaining a wastewater discharge permit does not relieve a user of the obligation to obtain other permits required by federal, state, or local law.

(c) Other users, including waste haulers, shall obtain permits as required by the WRA Director.

Sec. 9-1-53 - Permit applications; baseline monitoring reports.

Users applying for a wastewater discharge permit or submitting a baseline monitoring report shall submit the following information as required by 40 CFR 403.12 or by the WRA Director:

(1) Users applying for a wastewater discharge permit must submit an application form prescribed by the WRA and accompanied by the application fee. All new significant users must submit such application 180 days prior to the date of any wastewater discharge. Existing users subject to new National Categorical Pretreatment Standards must, within 180 days after the effective date of the standard, submit such an application. The following information is required:

a. Name, address, and location of the facility, if different from the mailing address.

b. The name of a person or agent authorized to accept legal service of process.

c. Standard industrial classification (SIC) code of both the industry as a whole and any processes for which National Categorical Pretreatment Standards have been promulgated and a list of any environmental control permits held by or for the facility.

d. Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any federal, state, or local standards with sampling and analysis performed in accordance with Environmental Protection Agency approved methods, and meeting the following requirements:

1. The user shall identify the pretreatment standards applicable to each regulated process if the user is a categorical user.

2. All samples shall be representative of daily operations.

3. A minimum of four grab samples, if required, must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants required, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The WRA Director may waive flow-proportional composite sampling for any user who demonstrates that flow-proportional sampling is not feasible. In such cases, samples may be obtained through time-proportional techniques or through a minimum of four grab samples where the user demonstrates that such sampling will provide a representative sample of the effluent being discharged.

4. Where the flow of the stream being sampled is less than or equal to 250,000 gallons per day, the user must analyze three samples within a two-week period. Where the flow of the stream being sampled is greater than 250,000 gallons per day, the user must analyze six samples within a two-week period.

5. Samples must be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists and prior to mixing with other waste. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentrations or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA Director. Users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW.

6. The WRA Director may allow the submission of an application which utilizes only historical data so long as the data provides information sufficient to determine the need for pretreatment.

7. A statement indicating the time, date and place of sampling, methods of analysis, and certifying that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW shall accompany each application/baseline monitoring report unless such sampling and analysis was performed by WRF.

e. Time and duration of all discharges.

f. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any.

g. Description of activities, facilities, and plant processes at the site, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the POTW.

h. The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation. The plans shall include a schematic process diagram which indicates all points of discharge to the POTW. All plans must be certified for accuracy by a professional engineer registered in the state.

i. Each product produced by type, amount, process and rate of production.

j. Type and amount of raw materials processed (average and maximum per day).

k. Number and type of employees and hours of operation and proposed or actual hours of operation of the pretreatment facility.

l. A statement, reviewed by an authorized representative of the user, as defined in section 9-1-63 of this division, and certified to by a professional engineer registered in the state, indicating whether pretreatment standards are being met on a consistent basis and if not whether additional operation and maintenance or additional pretreatment is required for the user to meet pretreatment standards and requirements.

m. If additional pretreatment or O&M will be required to meet pretreatment standards or requirements, the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:

1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable, but shall not be limited to dates for the hiring of an

engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.

2. No increment referred to in subsection (1)m.1 of this section shall exceed nine months, nor shall the total compliance period exceed 18 months.

3. No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA Director, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the WRA Director.

n. If additional pretreatment and/or operation and maintenance will be required to meet the limits on discharge into the POTW set forth in section 9-1-27, 9-1-28, and 9-1-29 of this article, or any other limits set by the WRA Director, a plan shall be provided by the user giving the shortest schedule by which the user will provide the needed equipment, operation, or maintenance changes and additions to meet such limits. The completion date in this schedule shall not be later than the compliance date established for the National Categorical Pretreatment Standards. For a compliance schedule for meeting National Categorical Pretreatment Standards the following condition shall apply:

1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required to meet the applicable National Categorical Pretreatment Standards. Such schedule shall include, where applicable, but not be limited to dates for the hiring of an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction and completing construction.

2. No time increment in the schedule may exceed nine months.

3. No later than 14 days after each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA Director stating whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return to the schedule established. In no case shall more than nine months elapse between such progress reports to the WRA.

o. Any additional information required by the WRA Director to evaluate a permit application.

(2) All applications and reports must contain the certification statement and be signed in accordance with section 9-1-63 of this division.

Sec. 9-1-54 - Report on compliance by categorical industries.

Users subject to National Categorical Pretreatment Standards shall submit a report to the WRA Director containing the information described in subsections 9-1-53(1)c, (1)d, (1)e and (1)k of this division within 90 days following the date for final compliance with applicable National Categorical Pretreatment Standards or, if a new source, following commencement of discharge. Users subject to equivalent mass or concentration limits shall provide a reasonable measure of the user's long-term production rate. For all other users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production or other measure of operation, this report shall include the user's actual production during the appropriate sampling period. All reports must contain the certification statement and be signed in accordance with section 9-1-63 of this division.

Sec. 9-1-55 - Permit contents.

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the WRA Director to prevent pass through or interference; protect the quality of the water body receiving effluent from the

POTW; protect worker health and safety; facilitate the WRA's sludge management and disposal program; protect ambient air quality; and protect against damage to the POTW. The WRA Director may include the following items in the permit, and such additional items as the Director determines necessary or prudent:

(1) Limits on the average or maximum rate of discharge, time of discharge, or requirements for flow regulation and equalization.

(2) Limits on the average or maximum concentration, mass, or other measure of identified wastewater constituents or properties.

(3) Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW.

(4) Development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or prohibited discharges.

(5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW.

(6) Requirements for installation and maintenance of inspection, sampling, and flow monitoring facilities and equipment for each separate discharge into the POTW.

(7) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.

(8) Compliance schedules.

(9) Requirements for submission of technical reports or discharge reports and which may include production data.

(10) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the WRA Director and affording the Director or the Director's representatives access thereto.

(11) Requirements for the notification of any substantial change in the manufacturing processes, pretreatment processes, quantity or quality of waste discharged to the POTW 90 days prior to such change. The WRA Director shall approve, deny or condition a changed discharge prior to a change occurring in accordance with subsection 9-1-26(a)(4) of this article.

(12) Requirements for notification of excessive, accidental, or slug discharges.

(13) Other conditions as deemed appropriate by the WRA Director to ensure compliance with this article, and state and federal laws, rules, and regulations.

(14) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal pretreatment standards, including those which become effective during the term of the permit.

Sec. 9-1-56 - Permit duration and renewal.

Permits required under this division shall be issued for a specified time period, not to exceed five years. Permit fees shall be due annually to the WRA regardless of the term of the permit. Permitted users shall apply for a new permit by submitting a completed permit application a minimum of 90 days prior to the expiration of the user's existing permit.

Sec. 9-1-57 - Continuation of expired permits.

Expired permits issued pursuant to this division shall remain effective and enforceable until the permit is reissued unless the user is notified of permit termination by the WRA Director.

Sec. 9-1-58 - Permit modifications.

(a) The WRA Director may modify the permit issued pursuant to this division for good cause, including but not limited to the following:

(1) To incorporate any new or revised federal, state, or local pretreatment standard or requirement. After becoming aware of more stringent standards or requirements, the WRA will, as necessary, update permits within 90 days;

(2) To make material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit;

(3) To make a change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(4) Upon receipt of information indicating that the permitted discharge poses a threat to the POTW, to the city, the WRA or Operating Contractor personnel, or to the receiving water;

(5) Upon occurrence of a violation of any terms or conditions of the permit;

(6) Misrepresentation of, or grant of variance from, such categorical standards pursuant to 40 CFR 403.13;

(7) To correct typographical or other errors in the permit;

(8) To reflect transfer of ownership or operation of the permitted facility to a new owner or operator; or

(9) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

(b) The filing of a request by the permittee for permit modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance shall not have the effect of staying or delaying the implementation or effective date of any permit condition.

Sec. 9-1-59 - Permit transfer.

An industrial wastewater discharge permit is not transferable to any other person or entity. A new owner or operator must apply for a new wastewater discharge permit 60 days prior to taking ownership or undertaking operation of a permitted facility.

Sec. 9-1-60 - Denial of permit.

The WRA Director may deny a wastewater discharge permit to any user whose discharge of material to the POTW, whether shown upon application, including test results submitted by the applicant, or determined after inspection or testing conducted by the WRA or its Operating Contractor, is not in conformity with this article or whose application is incomplete or does not comply with the requirements of section 9-1-53 of this division.

Sec. 9-1-61 - Permit violations.

Any violation of the terms, conditions, or limits of a user's wastewater discharge permit shall be deemed a violation of this article and shall subject the user to all enforcement procedures outlined in this article.

Sec. 9-1-62 - Periodic compliance reports.

Under this division, periodic compliance reports are required as follows:

(1) Significant users shall submit to the WRA Director, during the months of January and July, a report indicating the nature, concentration, and flow of pollutants in the effluent which are limited by permit or pretreatment standards for the preceding six-month period. This report shall include a record of the monthly average flows and the daily flow for each analysis date during the reporting period. At the discretion of the WRA Director and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the WRA Director may agree to alter the months during which the reports are to be submitted. More frequent reports may be required by the WRA Director.

(2) The WRA Director may impose mass limitations on users. In such cases, the report required by subsection (1) of this section shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. All analyses shall be performed using Environmental Protection Agency approved methods using sampling techniques approved by the Iowa Department of Natural Resources.

(3) Users shall meet the certification and signatory requirements in section 9-1-63 of this division for each report submitted under this section. Where the WRA itself collects all the information required for the report, including flow data, the industrial user will not be required to submit a periodic compliance report.

(4) A user must notify the WRA Director of all violations identified as a result of self-monitoring to the POTW by telephone, during normal business hours, within 24 hours of the time the user becomes aware of such violation. The user must also submit the results of repeat analyses to the WRA within 30 days after becoming aware of the violation, together with a complete report on all steps taken to resolve the violation. The user need not repeat the analyses if:

   a. The WRA performs sampling of the industrial user at a frequency of at least once per month; or

   b. The WRA performs sampling of the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.

(5) A user who monitors any pollutant more frequently than required by the WRA or who self-monitors in addition to WRA monitoring, using Environmental Protection Agency methods or standard methods, shall report the monitoring results to the WRA Director in accordance with subsections (1), (3) and (4) of this section.

Sec. 9-1-63 - Certification and signatory requirements.

(a) All applications or reports submitted by a user pursuant to this division shall contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(b) All applications and reports shall be signed by an authorized representative of the user as defined in section 9-1-1 of this article. A user shall maintain a current and accurate authorization on file with the WRA Director.

Sec. 9-1-64 - Monitoring facilities.

(a) When required by the WRA Director pursuant to this division, each permitted user shall at its expense provide and operate monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer or internal drainage systems. The WRA Director may require the placement of such monitoring facilities at the end of each process where pollutants are used, produced, or treated. The monitoring facility should normally be situated on the user's premises and located so that it will not be obstructed by landscaping or parked vehicles.

(b) When required by the wastewater discharge permit and within 90 days of written notification, a user shall install a sampling chamber for each separate discharge of the building sewer in accordance with plans and specification approved by the WRA Director. A user shall provide ample room in or near such sampling chamber to allow accurate sampling and preparation of samples for analysis. Each user shall at its expense maintain all sampling and measuring equipment in a safe and proper operating condition at all times, which equipment shall be safely, easily and independently accessible to authorized representatives of the WRA. Users shall certify all flow measuring devices to be in proper working condition at a frequency specified in the permit or in writing by the WRA Director, using a qualified technician acceptable to the WRA Director. Sampling shall be in accordance with the following:

    (1) Each sampling chamber shall contain a flume unless another device is approved by the WRA Director, with a recording and totalizing device for measurement of the liquid quantity.

    (2) At the discretion of the WRA Director, metered water supply to a user may be used as the volume quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment agreed to by the Director is made in the metered water supply to determine the liquid waste quantity. Separate meters may be used to subtract water which is not discharged to the POTW or is discharged to a sewer other than the sampled location.

    (3) Samples shall be taken at a frequency and volume determined by the WRA Director and shall be properly refrigerated and preserved in accordance with Environmental Protection Agency approved methods. The sample shall be composited in proportion to the flow for a representative 24-hour sample. A time proportioned 24-hour sample may be used if flow proportioned sampling is determined by the WRA Director to be impractical. Grab samples shall be used where appropriate.

(c) A user must inform the WRA Director prior to breaking a sampler seal, used by the WRA to detect sample tampering, unless necessary to prevent loss of life, personal injury, or severe property damage. A user shall not place additional seals or locks upon a sampler which may be used by the WRA without first obtaining approval from the WRA Director.

Sec. 9-1-65 - Inspection, sampling and recordkeeping authority.

Under this division, users shall be deemed to have given the following authorities to the WRA and its Operating Contractor:

    (1) Users shall permit authorized representatives or agents of the WRA to enter upon all properties and all parts of the premises, or upon properties of users with wastewater discharge permits, for the purposes of inspection, sampling, records examination, records copying, or the performance of any of their duties. This shall include the right to set up, on the user's property, such devices as are necessary to conduct sampling, inspection, compliance monitoring, or metering operations as may be required in pursuance of the implementation and enforcement of this article.

    (2) Where a user has security measures in force which would require proper identification and clearance before entry into the premises, the user shall make necessary arrangements in the security measures so that, upon presentation of suitable identification, WRA or Operating Contractor personnel will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

    (3) All users subject to any of the reporting requirements of this article shall maintain copies of reports and records of all information as required in 40 CFR 403.12(o) resulting from any monitoring activities required

by this article for a minimum of three years and shall make such records available for inspection and copying by the WRA and its Operating Contractor. This period of retention shall be extended until the completion of any unresolved negotiation, hearing, or litigation involving a purported violation.

Sec. 9-1-66 - Confidential documents, data and information.

(a) Except as provided in this section, documents, data and information obtained from user reports, questionnaires, permit applications and inspections pursuant to this division shall be made available to the public or other governmental agencies without restriction. If the user specifically requests and is able to demonstrate that the release of such information would divulge information concerning processes or methods of production entitled to protection under law as trade secrets of the user or would give advantage to competitors and serve no public purpose, the WRA Director may determine that such information should be kept confidential and not made available for public examination, but such information shall be available to the U.S. Environmental Protection Agency or the Iowa Department of Natural Resources.

(b) Decisions by the WRA Director to deny confidential status for information may be appealed using the procedures in section 9-1-67 of this division. In determining whether information is confidential, the provisions of I.C. ch. 22 shall prevail.

(c) Effluent data and enforcement actions by the WRA or its Operating Contractor will not be considered confidential records or information.

Sec. 9-1-67 - Appeal of denial of confidential status and request for examination or copying of records.

(a) Any person aggrieved by the WRA Director's decision to release information or data obtained as provided in subsection 9-1-66(a) of this division and who can demonstrate a direct and substantial interest in the information or data sought to be kept confidential may appeal the WRA Director's decision. A request for appeal shall be filed in writing with the WRA Director not less than five days after the WRA Director's decision to deny confidential status to such information or data. The appeal request shall include a statement of the basis upon which the request for confidential status is made, as well as the appealing party's interest in the information or data sought to be kept confidential. The WRA Director may request additional information from the appealing party.

(b) Based upon the information provided by the appealing party, the WRA Director shall make a determination with respect to the confidentiality of the information or data at issue. The WRA Director shall notify the parties, in writing, of the WRA Director's decision within 7 days after receipt of the appeal.

(c) If still aggrieved by the WRA Director's determination on appeal, a party may file an action in Polk County district court, seeking a declaratory ruling with respect to the confidentiality of such documents, data and information, or seeking an injunction to prevent the disclosure of same.

(d) During the pendency of an appeal to the WRA Director, the documents, data or information at issue shall be kept confidential. However, if during the pendency of such appeal or at any time, a request for examination or copying of such documents, data or information is made of the WRA or its Operating Contractor pursuant to I.C. ch. 22, the WRA or its Operating Contractor will notify the appealing party of such request for disclosure and will keep confidential the requested documents, data or information, pending action by the appealing party to defend its confidentiality request. In that notification, the appealing party requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County district court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such documents, data or information. If the appealing party fails to initiate suit within the time requested, the WRA Director shall release the documents, data or information at issue for public examination.

(e) If during the pendency of such appeal, a lawsuit is initiated pursuant to I.C. ch. 22 or action before the Iowa Public Information Board seeking the release of such documents, data or information, the appealing party shall take action to defend its confidentiality request in said lawsuit. If the appealing party fails to defend its

confidentiality request in said suit, the WRA Director shall release the documents, data or information at issue for public examination.

Secs. 9-1-68 to 9-1-80 - Reserved.

DIVISION 4. - ENFORCEMENT OF INDUSTRIAL WASTEWATER REGULATIONS

Sec. 9-1-81 - Public notification of significant noncompliance.

The WRA will annually publish, in the largest daily newspaper published in the WRA community, a list of users who at any time during the previous 12 months were in significant noncompliance as defined in section 9-1-82 of this division.

Sec. 9-1-82 - Significant noncompliance.

(a) Any violation of pretreatment requirements under this article (i.e. including but not limited to those relating to limits, sampling, analysis, reporting, meeting compliance schedules, and regulatory deadlines) is an instance of noncompliance for which the user is liable for enforcement, including penalties and injunctive relief. Instances of significant noncompliance are user violations which meet one or more of the following criteria:

(1) Violations of wastewater discharge limits as follows:

a. Chronic violations. Sixty-six percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six-month period (any magnitude of exceedance).

b. Technical review criteria (TRC) violations. Thirty-three percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six-month period. (e.g., limit x TRC = the point at which a violation becomes a TRC violation). There are two groups of TRCs as follow:

Group I for conventional pollutants (BOD, TSS, FOG)	TRC = 1.4
Group II for all other pollutants	TRC = 1.2

c. Any other violation of a wastewater discharge permit limit (average or daily maximum) that the WRA Director believes has caused, alone or in combination with other discharges, interference, including slug loads, or pass through or which endangers the health of city, WRA or Operating Contractor personnel or the public.

d. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the WRA's exercise of its emergency authority to halt or prevent such a discharge.

(2) Violations of compliance schedule milestones, contained in a wastewater discharge permit or enforcement order, for starting construction, completing construction, or attaining final compliance by 90 days or more after the schedule date.

(3) Failure to provide reports for compliance schedules, self-monitoring data, or any other report required by the WRA within 45 days from the due date.

(4) Failure to accurately report noncompliance.

(5) Any other violation or group of violations, which may include a violation of Best Management Practices, that the WRA Director considers to be significant.

(b) When a user is in significant noncompliance, the WRA Director is directed to:

(1) Report the information to the Iowa Department of Natural Resources as part of the annual pretreatment performance summary of permitted user noncompliance.

(2) Include the user in the annual public notification according to section 9-1-81 of this division.

(3) Address significant noncompliance through appropriate enforcement actions or document in a timely manner the reasons for withholding enforcement.

Sec. 9-1-83 - Administrative actions.

(a) The WRA Director may issue a written notice to the user giving the specific nature of violations which shall include the frequency, magnitude and impact of the violation upon the POTW. The notice may also include the following:

(1) An order requiring a plan of action for preventing reoccurrence of the violation.

(2) An order requiring specific action for accomplishing remediation.

(3) An order requiring the user to respond in writing within 30 days.

(b) The WRA Director is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the user responsible for any noncompliance. Such orders will include specific action to be taken by the user to correct noncompliance within a time period specified by the order.

(c) The WRA Director may issue enforceable orders or schedules to require compliance with pretreatment standards including appropriate interim limits. Such orders and schedules may be incorporated as a revision to an existing wastewater discharge permit and shall not require the consent of the user.

Sec. 9-1-84 - Actions authorized.

(a) Where there has been noncompliance with any section of this article, the WRA Director may request the WRA Operating Contractor's attorney, or the attorney retained by the WRA for that purpose, to bring an action in equity or at law to seek the issuance of a preliminary or permanent injunction, or both, or such other relief as may be appropriate, to compel the user's compliance with this article.

(b) In addition to other remedies provided under this section or other sections of this article, in any action brought at the request of the WRA Director to enforce this article, the WRA Operating Contractor's attorney or the attorney retained by the WRA is authorized to seek to recover all actual damages suffered by the city or the WRA, including all actual damages and losses related to costs of repair and remediation of the POTW, costs of investigation and administration reasonably related to any particular violation and attorneys' fees.

Sec. 9-1-85 - Civil penalties.

(a) Each violation of any section of this article or of a permit issued under this article is declared to be a municipal infraction. Each day that a violation of a section of this article continues, and each day that a violation of a permit issued under this article continues, shall be considered a separate municipal infraction.

(b) Any person who knowingly makes a false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article or a wastewater discharge permit, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this article, commits a municipal infraction punishable by a civil penalty as hereafter provided by section of this Code.

(c) Any person who fails to perform an act required by the provisions of this article, or who commits an act prohibited by the provisions of this article, commits an environmental violation and shall be guilty of a municipal infraction, punishable by a civil penalty as provided by section 1-3 of this Code. Violation of a pretreatment standard or requirement referred to in 40 CFR 403.8 is an environmental violation punishable by a civil penalty as provided by section 1-3 of this Code.

Sec. 9-1-86 - Performance bonds.

The WRA Director may decline to reissue a permit to any user who has failed to comply with this article or any order or previous permit issued under this article unless such user first files a satisfactory bond payable to the WRA in a sum not to exceed the value determined by the WRA Director to be necessary to achieve compliance giving due consideration to the number and magnitude of previous violations, potential need for remediation and stating the reasons which support the amount of bond in a written order directed to the user, but in no case shall the bond be required to be greater than $100,000.00. The user shall use a bond form prescribed by the WRA.

Sec. 9-1-87 - Revocation of discharge permit; termination of sewer service.

(a) *Grounds for revocation of discharge permit and/or for termination of sewer service.* Any user who violates this article, any condition of its wastewater discharge permit, or any of the following is subject to having its discharge permit revoked and/or its sewer service terminated in accordance with the procedures of this section:

(1) Failure to accurately report the wastewater constituents and characteristics of its discharge.

(2) Failure of the user to report substantial changes in process activity or in volume or character of pollutants being discharged into the POTW at least 90 days prior to such change.

(3) Tampering with monitoring equipment.

(4) Refusal to allow reasonable access by WRA or Operating Contractor personnel to the user's premises for the purpose of inspection, monitoring, or sampling.

(5) Violation of permit conditions.

(6) Failure to report an upset, failure, or bypass of the user's pretreatment facilities.

(7) Failure to pay fines, fees, or sewer user charges.

(8) Failure to follow enforcement orders or compliance schedules.

(9) Failure to correct a condition that impedes or alters the WRA's ability to monitor the user's discharge or has the potential to cause interference or pass through.

(10) Failure to obtain a wastewater discharge permit as required by this article after notification by the WRA Director that such permit is required.

(b) *Procedure for revocation of discharge permit and for termination of sewer service.* The procedure for revocation of a discharge permit and termination of sewer service shall be as follows:

(1) Any permit issued to a user pursuant to this article may be revoked, and sewer service terminated, by written order of the WRA Director, specifying the grounds for such revocation and termination as outlined in subsection (a) of this section, which order shall not take effect until hearing thereon as hereafter provided. Upon determining that grounds exist for an order to revoke a user's discharge permit and terminate sewer service, the WRA Director shall cause a notice of hearing to be prepared, specifying the violations of subsection (a) of this section which are deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the user by regular mail addressed to the user's address listed on the wastewater discharge permit a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.

(2) Sewer service may be terminated by written order of the WRA Director, specifying the grounds for such revocation and termination as outlined in subsection (a)(10) of this section, which order shall not take effect until hearing thereon as hereafter provided. Upon determining that grounds exist for an order to terminate sewer service, the WRA Director shall cause a notice of hearing to be prepared, specifying the violation of subsection (a)(10) of this section which is deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the user by regular mail addressed to the

user's address a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.

(3) If after such a hearing the WRA Director makes a finding based on substantial evidence that violations under subsection (a) of this section have occurred as alleged, the Director may issue an order immediately revoking the permit, if a permit had previously been issued, and terminating sewer service to the user's premises. The determination to revoke such permit and terminate service, shall be in the discretion of WRA Director and shall be dependent upon the circumstances surrounding the user's violations of subsection (a) of this section and the severity of those violations. If the user does not appear for the hearing, the WRA Director shall issue the order revoking the discharge permit and/or terminating sewer service, which shall take effect immediately.

(4) The decision and order of the WRA Director to revoke the permit of a user may be appealed to the WRA Appeal Committee. Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to WRA not less than ten days after the Director's entry of the order of revocation of permit and/or termination of sewer service. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
Des Moines Metropolitan Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

The chair of the Appeal Committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing user. Such appeal shall be decided by majority vote of the Appeal Committee. If the Appeal Committee affirms the order of the WRA Director revoking the permit and/or terminating sewer service, the Appeal Committee shall so state and order in its written decision.

(5) A user whose permit has been revoked shall not be eligible for another permit until 30 days after the violating conditions have been corrected to the satisfaction of the WRA Director.

(6) Upon determination by the WRA Director that the user's sewer service connection to the POTW be terminated, the Director's written order shall be sent to the city/county public works department who shall cause the user's connection to the sewer to be severed or plugged. The manner of severance and procedure for disconnection shall be determined by the city/county public works department. Upon completion of the disconnection, the city/county public works department shall certify to the WRA Director the city/county's cost to disconnect the user's sewer service. Upon receipt of such certification of costs, the WRA Director shall forward to the user whose service was disconnected by registered mail return receipt requested, certified mail, or personal service a bill for the cost of making the disconnection, including all costs for labor and materials, and a service charge of $100.00 for WRA supervision.

(7) Any building at which sewer service is disconnected as herein provided shall be inspected by the city/county building official and if appropriate shall be red-tagged as unfit for human occupancy.

Sec. 9-1-88 - Reserved.

Sec. 9-1-89 - Reinstatement of service.

If service is severed pursuant to this division, the service may be reinstated in the following manner:

(1) Upon payment to the WRA of any delinquency in full, supervision fee of $100.00, and an inspection by the WRA Director to determine whether the original cause for termination has been corrected, the WRA will issue a permit for reconnection of the building service line to the POTW. Such reconnection costs, plus inspection fees for the city in accordance with this Code, shall be at the sole expense of the user.

(2) Upon reconnection and payment of all costs described in subsection (1) of this section, the city/county, through its agents, shall remove the red tag from the building, and the building shall, so far as the city is concerned, be fit for human occupancy.

Sec. 9-1-90 - Emergency disconnection of service.

(a) *Conditions for immediate disconnection of service.* The WRA Director may, after informal notice, suspend the wastewater discharge permit of, and sewer service to, a user whenever such suspension is necessary in order to stop an actual or threatened discharge presenting or causing an imminent or substantial endangerment to the health or welfare of persons, the POTW, or the environment.

(b) *Procedure for immediate disconnection.* The procedure for immediate disconnection shall be as follows:

(1) When the WRA Director determines that a discharge as described in subsection (a) of this section exists, an oral order shall be issued, followed immediately by a written order, to the user stating the problem and requiring immediate cessation of the discharge. A user orally notified of a suspension of its wastewater permit or sewer service shall immediately stop or eliminate all discharges. If a user fails to immediately and voluntarily comply with the suspension order, the WRA Director shall take immediate action to eliminate the discharge, including disconnection from the POTW. Methods of informal notice to a user shall include but not be limited to any of the following: personal conversations between user and personnel or the WRA or its Operating Contractor, telephone calls, letters, hand-delivered messages or notices posted at the user's premises or point of discharge.

(2) A user responsible, in whole or in part, for imminent endangerment shall submit to the WRA Director, prior to the hearing described in subsection 9-1-87(b) of this division, a detailed written report describing the causes of the endangerment and the measures taken to prevent any future occurrence.

Sec. 9-1-91 - Elimination of discharge; reinstatement of permit.

A user notified by the WRA Director of revocation of its discharge permit and/or disconnection of its sewer service under section 9-1-87 or 9-1-90 of this division shall immediately cease discharging wastewater to the POTW. If the user fails to comply voluntarily with the revocation and/or disconnection order, the city/county shall take such steps as are deemed necessary by the WRA, including immediate severance of the sewer connection. The WRA Director shall reinstate the wastewater discharge permit or the sewer service upon proof of the elimination of the non-complying discharge.

Sec. 9-1-92 - Additional remedies.

(a) In addition to remedies available to the WRA set forth elsewhere in this article, if the WRA is fined by the Iowa Department of Natural Resources or the U.S. Environmental Protection Agency for violations of the National Pollutant Discharge Elimination System permit for the WRF, or for violations of water quality standards as the result of a discharge of pollutants by an identifiable user, the fine, and all legal, sampling, analytical testing costs and any other related costs, shall be charged to the responsible user. Such charge shall be in addition to any other remedies the WRA may have under this article at law or in equity.

(b) If the discharge from any user results in a deposit, obstruction, damage or other impairment to the POTW, the user shall become liable to the city/county and/or the WRA for any expense, loss, or damage caused by the violations or discharge. The WRA may add to the user's charges and fees the costs incurred by the WRA and by the city/county for any cleaning, repair, or replacement work caused by the violations or discharge.

(c) The remedies provided in this article shall not be exclusive, and the WRA may seek whatever other remedies are authorized by statute, at law or in equity against any persons violating this article.

(d) In addition to any other remedies provided in this article, the city/county and/or the WRA may initiate an action, either in law or in equity, to obtain an injunction against further violations of this article and for

judgment for all costs incurred by the city and/or the WRA occasioned by the user's violation of any requirements of this article.

Sec. 9-1-93 - Notices to the WRA, the WRA Board, the WRA Director or the WRA Appeal Committee.

Notices which are required to be given or which may be given to the WRA, the WRA Board, the WRA Director or the WRA Appeal Committee, as provided in this article, shall be mailed to such entity, body or person at the following address:

Des Moines Metropolitan Wastewater Reclamation Authority
Des Moines Wastewater Reclamation Facility
3000 Vandalia Road
Des Moines, Iowa 50317

Secs. 9-1-94 to 9-1-110 - Reserved.

DIVISION 5. - REGULATION OF FAT, OIL, AND GREASE DISCHARGE BY FOOD SERVICE ESTABLISHMENTS

Sec. 9-1-111 - Purpose.

The purpose of this section shall be to aid in the prevention of sanitary sewer blockages and obstructions from contribution and accumulation of fat, oil, and grease (FOG) into the POTW. Such discharges from commercial kitchens, restaurants, food processing facilities and all other establishments, where fat, oil, and grease of vegetable or animal origin are discharged directly or indirectly into the POTW, can contribute to line blockages and/or spills in violation of Title 40, Code of Federal Regulations 40 CFR, Part 403.

Sec. 9-1-112 - Definitions.

The definitions found in section 9-1-1 shall apply to the provisions of this division, provided however that the following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Best management practices or *BMPs* means and includes schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. For purposes of this division, *best management practices* include procedures and practices that reduce the discharge of FOG to the building sewer, to the city sanitary sewer system and to the POTW.

Design liquid depth means the maximum depth of liquid when the tank is filled with water.

Effective date means the date set forth in section 9-1-113 upon which the regulatory provisions of this division take effect.

Food service establishment or *FSE* means an operation or enterprise that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. Such facilities may include, but are not limited to, those that process meat or other food ingredients as an intermediate step or for final human consumption, food service operations in a summer camp, residential substance abuse treatment facility, halfway house, correctional facility, school, restaurant, commercial kitchen, caterer, church, hotel, bars, hospital, prison, care institution or similar facility.

Grease interceptor means a tank that serves one or more fixtures and is remotely located. Grease interceptors include, but are not limited to, tanks that capture wastewater from dishwashers, garbage disposals, floor drains, pot and pan sinks and trenches as allowed by local plumbing codes. For purposes of this division, a grease interceptor is

a multi-compartment tank located underground outside of a building that reduces the amount of FOG in wastewater prior to its discharge into the POTW.

Grease trap means a device designed to retain grease from one to a maximum of four fixtures. Not all grease traps are approved by the manufacturer for use on heated water (e.g., dishwasher) or in-line to a waste disposal unit (e.g., garbage disposal and grinders). For purposes of this division, a grease trap is a small device located within a building.

Minimum design capability means the design features of a grease interceptor and its ability or volume required to effectively intercept and retain greases from grease-laden wastewaters discharged to the POTW.

Non-routine inspection means an impromptu, unscheduled inspection of an FSE made without prior notification or arrangement.

Routine inspection means an inspection of an FSE which is scheduled in advance or according to a pre-arranged schedule.

User as used in this division has the same meaning as the definition in section 9-1-1, but also includes persons who discharge wastewater to the POTW from mobile sources, such as mobile food vendors.

Sec. 9-1-113 - Effective date of FOG regulations.

The provisions of this division shall be effective on and after July 1, 2022.

Sec. 9-1-114 - Grease interceptor installation required after effective date.

The owner of a building or facility in which as FSE is located, and the owner or operator of an FSE shall be required to install an approved grease interceptor, and to thereafter operate and maintain same as provided in this division.

Sec. 9-1-115 - Exemption from grease interceptor installation requirement for existing facilities.

The requirements of section 9-1-114 shall not apply to that portion of a building or facility within which an FSE is in existence on the effective date if:

(1) The FSE has an existing grease interceptor or grease trap in place as of the effective date and provided that (1) the owner or occupant of the FSE continues to use the interceptor or trap, (2) the interceptor or trap is of sufficient capacity and design, and (3) the interceptor or trap is operated and maintained so as to comply with FOG discharge limits; and

(2) Any repair, remodeling or renovation of the wastewater plumbing system in the existing FSE involves only (1) the repair of leaks or the clearing of stoppages in drains, soil, waste or vent piping, or (2) the removal and reinstallation of a sink, toilet or hot water heater; provided that such work does not involve replacement, rearrangement or moving of wastewater pipes floor sinks, drainage fixtures or grease traps; and

(3) None of the following conditions are present:

   a. A building or facility exists on the effective date and is thereafter expanded or renovated, or a portion thereof, to include an FSE where such FSE did not previously exist; or

   b. An FSE exists on the effective date within a building or facility, or portion of a building or facility, and application is thereafter made for a building permit(s) for such building or facility with valuation of $50,000.00 or more within a 12-month period; or

   c. A building or facility, or portion thereof, that contained an FSE on the effective date but in which an FSE ceases to operate for one year or more, as determined by Iowa Department of Inspections & Appeals, Food and Consumer Safety Bureau records.

Sec. 9-1-116. - Compliance procedures.

(a) After the effective date, any permitted construction under section 9-1-114 shall be deemed compliant upon issuance of a certificate of compliance or certificate of occupancy for such construction by the city building official or designee.

(b) An FSE shall be deemed compliant, unless the WRA Director or local building official or designee determines that an existing grease trap or grease interceptor is incapable of adequately retaining FOG. In such cases, the Director may order the FSE to install an adequate grease interceptor within a specified time period if:

(1) The FSE is found to contribute FOG in quantities above FOG discharge limits; or

(2) The FSE discharges necessitate increased maintenance on the publicly owned treatment works (POTW) in order to keep stoppages from occurring therein; or

(3) The FSE's discharge to the POTW is at anytime determined to exceed 400 mg/l total FOG.

(c) An order directing an existing FSE or the owner or operator of the FSE or the owner of the building or facility in which the FSE is located to install a grease interceptor shall be in writing from the WRA Director in the form of a notice of violation including a corrective action order, as provided in section 9-1-123 of this division.

(d) FSEs or owners of buildings or facilities within which an FSE is located which are unable to install or replace a grease interceptor due to exceptional physical constraints or economic hardship may appeal to the WRA Director for approval of an alternative grease control technology by requesting a hearing in accordance with the provisions of this division. Such requests shall be submitted in writing and shall include detailed descriptions of the FSE's physical or financial constraints and the alternative grease control technology which it proposes to install and utilize.

(1) In order to demonstrate exceptional economic hardship, the owner or operator of the FSE shall submit to the WRA Director balance sheets and profit and loss statements for FSE for the preceding three years. A new FSE shall submit profit/loss projections or a detailed business plan with projections for 24 months. Each request shall be evaluated on a case-by-case basis.

(2) Notwithstanding approval of alternative grease control technology, when the WRA Director determines that such alternative is not performing adequately, the FSE or owner of the building or facility in which the FSE is located shall be required to take additional grease control measures, which may include the installation of a grease interceptor.

(3) In order to demonstrate exceptional physical site constraints preventing the installation of a grease interceptor, the owner or operator of the FSE or owner of the building or facility in which the FSE is located shall submit to the WRA Director documentation and plats showing the location of city/county sanitary sewer and any private easements in relation to the building sewer for the building housing the FSE, and showing available space inside or outside the building and drawings of existing plumbing at or in a site that uses common plumbing for all services at that site.

(4) An FSE that is given an exemption from installing a properly sized grease interceptor is prohibited from installing or using a dishwasher or garbage disposal without approval of the Director and must comply with the conditions of such approval, if any.

Sec. 9-1-117 - Installation of grease interceptors and grease traps.

Grease interceptors and grease traps, when required, shall be installed as follows:

(1) Grease interceptors and grease traps shall be installed at the expense of the owner or operator of the FSE or owner of the building or facility in which the FSE is located which is contributing wastewater to the POTW.

(2) All wastewater streams containing FOG or reasonably likely to contain FOG within FSEs or other FOG generating operations shall be directed into one or more appropriately sized grease interceptor before discharge to the POTW. Grease interceptors shall be either sized by adding the peak design flow rates for

all fixtures leading to the grease interceptor and allowing a minimum retention time of 30 minutes or as follows:

Grease Interceptor Sizing

1. Peak meals per hour
   a. Seating capacity of FSE _____
   b. Occupancy of FSE _____*
   c. Seating or occupancy x meal factor of 1.3 (45 minute meal) or 1.0 (intermittent-use FSEs) = Peak meals per hour

   * Church: include all area(s) used for meal service
   * Assisted Living / nursing facility: equal to maximum number of residents (per State license)
2. Waste flow rate, gallons of flow

a.	Commercial, equipped kitchen with dishwasher & one garbage disposal*	7
b.	Commercial, equipped kitchen with dishwasher, no garbage disposal	6
c.	Commercial, equipped kitchen with no dishwasher, one garbage disposal*	6
d.	Commercial, equipped kitchen with no dishwasher, no garbage disposal	5
e.	Single service kitchen**	2

   * Each additional garbage disposal, add one (1) gallon
   ** Single service kitchen = no garbage disposal, no dishwasher and all service is single use
3. Retention time, hours

a.	Commercial kitchen	2.5
b.	Single service kitchen	1.5

4. Storage factor

a.	Commercial kitchen up to 8 hours of operation	1
b.	Commercial kitchen up to 12 hours of operation	1.5
c.	Commercial kitchen up to 16 hours of operation	2
d.	Commercial kitchen up to 20 hours of operation	2.5
e.	Commercial kitchen up to 24 hours of operation	3
f.	Single service kitchen	1.5

Peak Meals per Hour	X	Waste Flow Rate	X	Retention Time	X	Storage Factor	=	Calculated Interceptor Size

(3) Concrete grease interceptors whether precast or poured in place, shall be designed and manufactured in accordance with ASTM C 1613-08 Standard Specification for Precast Concrete Grease Interceptor Tanks or IAPMO/ANSI Z1001 Grease Interceptors and shall be installed in accordance with the codes adopted by the jurisdiction in which the FSE is located. Where no code is adopted, the construction and installation shall be in accordance with the Iowa State Plumbing Code and this division. Grease interceptors using materials other than concrete require approval by the Director, and shall comply with the conditions of such approval, if any.

(4) The building official or other designated official of the governmental subdivision within which the FSE is located shall inspect each grease interceptor installation made pursuant to this division, shall review all relevant information regarding the rated performance of the grease interceptor, and the building plan and facility site plan for the building and site where the grease interceptor has been installed, and shall approve such grease interceptor installation upon determination that the grease interceptor meets all applicable standards and requirements.

(5) Grease interceptors shall have a minimum capacity of 1,000 gallons and shall not exceed 5,000 gallons for a single unit. Where a capacity greater than 5,000 gallons is required, several smaller units shall be installed in series, however the capacity shall not exceed 10,000 gallons for any single series of interceptors without approval of the Director.

(6) Grease interceptors shall be installed outside the building housing the FSE and below surface grade, and shall have access manholes, with a minimum diameter of 24 inches, over each chamber and sanitary tee. Access manholes shall extend from the grease interceptor to at least the finished surface grade and be designed and maintained to prevent storm or surface water inflow and groundwater infiltration. The manholes shall also have readily removable covers to facilitate inspection and grease removal.

(7) Sewer lines which are not grease laden, which are not likely to contain FOG, or which contain sanitary wastes shall not be connected to a grease interceptor.

(8) Grease interceptors shall be equipped with an accessible discharge sampling port with a minimum six-inch diameter, which shall extend from the grease interceptor to at least the finished surface grade.

(9) Where grease interceptors are shared by more than one FSE, the building owner shall be the responsible party for record keeping and cleaning of the interceptor.

Sec. 9-1-118 - Operation, maintenance and cleaning of grease interceptors and grease traps and grease hauler certification.

(a) The owner or operator of an FSE which is required to pass wastewater through a grease interceptor or trap shall operate and maintain the grease interceptor or trap so that wastewater exiting the grease interceptor or trap shall not exceed 400 milligrams per liter of FOG.

(b) The owner or operator of the FSE shall cause the grease interceptor or trap to be cleaned as hereinafter required when FOG and solids reach 25 percent of the design liquid level of the grease interceptor or trap, or sooner if necessary to prevent carry over of FOG from the grease interceptor or trap into the city sanitary sewer system. Interceptors and traps shall be cleaned at three-month intervals or less. A longer cleaning interval must be approved by the WRA Director. If the owner or operator of the FSE, or an employee of the owner or operator, has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps, such person or persons may clean the grease trap in the facility included in such grease hauler's certification. Failure to adequately clean the grease trap, properly dispose of all grease trap waste, or maintain clean out records and measurements may result in revocation of a grease hauler certification pursuant to Sec. 9-1-53. Alternatively, the owner or operator of an FSE may employ a waste hauler licensed by the WRA pursuant to Division 6 of Article III of this chapter to clean the grease interceptor or trap, provided that the waste hauler personnel performing the cleaning has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps.

(c) Any person who cleans a grease interceptor or trap shall do so in accordance with the following procedures and requirements. The person cleaning the grease interceptor or trap shall:

(1) Completely empty and remove the contents (liquids and sludge) of all vaults of the grease interceptor or trap, and remove the grease mat and scrapings from the interior walls.

As part of each cleaning of a grease interceptor or trap, the owner or operator of the FSE, or the licensed waste hauler employed by the FSE owner or operator, shall perform the following maintenance activities:

a. Check that the sanitary "tees" on the inlet and outlet sides of the grease interceptor are not obstructed, loose, or missing.

b. Verify that the baffle is secure and in place.

c. Inspect the grease interceptor or trap for any cracks or other defects.

d. Check that lids are securely and properly seated after completion of cleaning.

(2) Not deposit waste and wastewater removed from a grease interceptor/trap back into the grease interceptor/trap from which the waste or wastewater was removed or into any other grease interceptor/trap, for the purpose of reducing the volume of waste and wastewater to be disposed of.

(3) Not introduce enzymes, emulsifying chemicals, hot water or other agents into a grease interceptor or trap to dissolve or emulsify grease or as a grease abatement method. Introduction of bacteria as a grease degradation agent is permitted with prior written approval by the WRA Director.

(4) Dispose of waste and wastewater removed from a grease interceptor or trap at the WRF or at a facility approved for disposal of such waste by the WRA Director. Waste and wastewater removed from a grease interceptor or trap shall not be discharged to any private sanitary or storm sewer or to the city/county sanitary or storm sewer system.

The waste hauler shall provide a copy of the disposal receipt for all waste and wastewater removed from a grease interceptor or trap to the owner or operator of the FSE.

(5) Not use an automatic grease removal system to clean a grease interceptor or trap without prior written approval of the WRA Director, and if, the use of an automatic grease removal system is approved, shall operate same in a manner that the grease wastewater discharge limit, as measured from the system's outlet, is consistently achieved.

(d) The WRA Director may make exceptions to the above requirements, or may approve alternative operational requirements or cleaning and maintenance methods, provided that such exceptions or approvals shall be made in writing by the WRA Director.

(e) The WRA Director may issue a grease hauler certification upon satisfactory completion of the course of training offered by the WRA on the proper maintenance and cleaning of grease interceptors and traps, disposal procedures and record keeping. Such certification shall be for a period of 5 years and shall be in effect for the person receiving such training and for the FSE site for which such person is the owner, operator or employee thereof.

Sec. 9-1-119. - Records and record keeping.

(a) *Required records.* The owner or operator of an FSE which is required to pass wastewater through a grease interceptor or trap shall maintain a written record of grease interceptor or trap maintenance, including a log showing the dates upon which the grease interceptor or trap was inspected and the estimated amount of FOG present in the grease interceptor or trap at each inspection, the date upon which waste and wastewater was removed from the grease interceptor or trap and disposed of, and the location and means of such disposal of waste and wastewater, and the name and employer or the person or persons performing each of said tasks. The log shall further include a record of the placement of any approved or unapproved additive into the grease interceptor, grease trap or building sewer on a constant, regular or scheduled basis, including the type and amount of additive placed on each such occasion. Only additives approved by the WRA Director pursuant to section 9-1-118(c)(3) may be used in a grease interceptor.

(b) *Record keeping.* The log shall at all times be kept and maintained on a day-to-day basis, so as to show a record of waste and wastewater removal, waste and wastewater disposal and approved additive placement for a continuous period of three years. All such records shall be kept secure at the premises of the FSE for a continuous period of three years and shall be made available for non-routine inspection by the city/county, the WRA and its Operating Contractor, or the employees and agents of any of them at any time during normal business hours.

Sec. 9-1-120 - Inspection of grease interceptors and related sewers and equipment.

The owner or operator of an FSE shall:

(1) Provide, operate and maintain, at its expense, safe and accessible monitoring facilities (such as a suitable manhole), and shall make such monitoring facilities available for inspection, and for sampling and flow measurement of the building sewer or internal drainage systems. There shall be ample room in or near such monitoring facility to allow accurate sampling and preparation of samples for analysis.

(2) Shall allow personnel authorized by the WRA Director or by the city/county building official or designee, bearing proper credentials and identification, to enter upon or into any building, facility or property housing an FSE at any reasonable time and without prior notification, for the purpose of inspection, observation, measurement, sampling, testing or record review, in accordance with this division.

(3) Shall, upon request by the WRA Director's authorized representative, open any grease interceptor or grease trap for the purpose of confirming that maintenance frequency is appropriate, that all necessary parts of the installation are in place including, but not limited to, baffles, and effluent tees, and that all grease interceptors, traps, and related equipment and piping is maintained in efficient operating condition.

(4) Shall accommodate compliance inspections and sampling events by the authorized representatives of the WRA Director or of the city/county building official. Staff may conduct routine inspections and sampling events of any food service establishment. Non-routine inspection and sampling events shall occur more frequently when there is a history of non-compliance with this division and when blockages occur in the city's sanitary sewer system downstream of the FSE.

Sec. 9-1-121. - Inspection fees.

The fees for inspection of an FSE shall be as provided in section 9-1-37 and shall be paid within 30 days of the date of the invoice for such fees.

Sec. 9-1-122. - Enforcement.

The WRA Director is authorized to enforce this division as hereinafter provided. The city/county building official or designee, or such other governmental official hereafter designated by the WRA, is also authorized to enforce this division.

Sec. 9-1-123. - Notice of violation; administrative penalties; corrective action order.

(a) The Director, or such other designated officers or officials with enforcement authority as provided in section 9-1-122, are authorized to issue a notice of violation imposing an administrative penalty upon any person who fails to perform an act required by this division or who commits an act prohibited by this division. Such notice may include a corrective action order requiring the user to take one or more of the following corrective actions within 30 days:

(1) Conform to best management practices;

(2) Submit copies of the grease interceptor or trap maintenance log;

(3) Develop, submit and implement a FOG compliance plan to be approved by the Director or designated enforcement official; or

(4) Install a compliant grease interceptor.

(b) The administrative penalty for such violations shall be as provided in the schedule of administrative penalties adopted by the city council/county board of supervisors by resolution.

(c) Notice of violation, with the applicable penalty for such violation noted thereon, shall be issued to and served upon the violator. Service of the notice may be by regular mail or by delivery in person.

(d) Penalties assessed pursuant to notice of violation shall be paid by the violator in full as directed in the notice within 30 days of its issuance.

(e) The administrative penalties set out in the schedule of administrative penalties shall be charged in lieu of the fines and penalties provided for in section 9-1-124, unless the violator refuses to correct the violation and pay the scheduled administrative penalty, or the WRA Director determines that immediate enforcement action by misdemeanor or municipal infraction prosecution is, in view of the particular circumstances of the case, necessary to achieve compliance with the requirements of this article. A record of all violations, administrative penalties charged or other enforcement actions taken shall be maintained by the WRA for a period of three years.

Sec. 9-1-124. - Penalties.

(a) Any person who fails to perform an act required by this division or who commits an act prohibited by this division shall be guilty of a misdemeanor punishable by fine or imprisonment as provided by section 1-3 of this Code or shall be guilty of a municipal infraction punishable by a civil penalty as provided by section 1-3 of this Code.

(b) Any person who fails to comply with a pretreatment standard applicable to an FSE shall be guilty of a municipal infraction punishable by a civil penalty of not more than $1,000.00 for each day the violation exists or continues, as provided by section 364.22 or 331.307 of the Iowa Code.

(c) When enforcement is sought through a municipal infraction proceeding, the Director, or such other designated officers or officials with enforcement authority as provided in section 9-1-122, may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with the user responsible for noncompliance. Such orders will include specific action to be taken by the user to correct the noncompliance within a time period specified by the order.

Sec. 9-1-125. - Order to cease operation of FSE.

(a) Where a violation of this division has not been timely corrected, and results in or threatens interference or pass through as herein defined, the WRA Director, or such other designated officers or officials with enforcement authority as provided in section 9-1-122, shall have the authority to issue an order in writing to the owner or operator of the FSE, ordering such person or persons to cease and desist from further operation of the FSE and from further discharge of wastewater to the sanitary sewer system. The order shall be delivered by personal service unless the owner or operator cannot be found within the city/county, in which event notice shall be by ordinary mail addressed to the owner's or operator's last known address and by posting a copy of the notice in a conspicuous place upon the premises of the FSE.

(b) Operation of the FSE shall cease on the date stated in the order and shall not recommence without the prior written approval of the WRA Director.

(c) The applicant may make a written request to the Director for a reconsideration and hearing on the cease and desist order within ten days from the issuance of the order, provided, however, that operation of the FSE shall cease pending the outcome of the hearing.

(d) The owner's or operator's request for hearing shall identify the appealing party, include the address of the person requesting the hearing and to which all further notices shall be mailed or served, and shall state the basis for the appeal.

(e) The hearing shall be scheduled to be held as soon as practicable and no later than 14 days after the request for hearing was filed with the WRA Director. The person requesting the hearing shall be notified in writing or by telephone of the date and place of such hearing at least three days in advance thereof. At such hearing the Director and the person requesting the hearing may be represented by counsel, examine witnesses, and present evidence as necessary.

(f) The determination by the Director or by that the violation occurred shall be considered a final administrative decision, unless appealed to the WRA.

Sec. 9-1-126. - Appeal of corrective action order or cease and desist order.

(a) Any person aggrieved by a corrective action order or a cease and desist order issued by the WRA Director or by such other designated officers or officials with enforcement authority as provided in section 9-1-122, may, file an appeal and request a ruling that such order be modified or rescinded.

(b) Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to the WRA within ten days after the WRA Director's issuance of the order. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
Des Moines Metropolitan Wastewater Reclamation Authority

3000 Vandalia Road
Des Moines, Iowa 50317

(c) The chair of the Appeal Committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing party. Such appeal shall be decided by majority vote of the Appeal Committee. The Appeal Committee may affirm, modify or rescind the order of the Director and shall so state and order in its written decision.

Sec. 9-1-127. - Additional remedies.

The WRA or the city/county is not precluded from seeking alternative relief from the court, including an order for abatement or injunctive relief or for recovery of investigational or remedial costs resulting from a non-complying discharge, in the event that the WRA or the city/county files a misdemeanor citation, notice of administrative penalty, and/or files a municipal infraction for the same violation of this division.

Secs. 9-1-128 to —9-1-149. - Reserved.

DIVISION 6. - REGULATION OF HAULED WASTE

Sec. 9-1-150. - Definitions.

The definitions found in sections 9-1-1 and 9-1-122 shall apply to the provisions of this division, provided however that the following words, terms and phrases, when used in this division,

shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Vehicle means a commercial device equipped with a tank and used to remove or transport waste.

Waste means human excreta, water, scum, sludge, septage, FOG, food waste or grease solids, and non-hazardous industrial wastewaters and solids removed from public and private wastewater disposal systems, holding tanks, impervious vaults, portable or chemical toilets, or from devices used to trap grease resulting from food preparation. *Waste* also means liquid wastes resulting from spill clean-up.

Sec. 9-1-151 - License.

No waste hauler shall remove waste from within the city/county or shall dispose of waste, whether from a source inside or outside the city/county, into the POTW without first obtaining a waste hauler license from the WRA, with the following exceptions:

(1) WRA participating communities that operate vehicles to remove waste from their sewer systems.

(2) Waste haulers hired by WRA participating communities to remove waste from their sewer systems and which bring no other wastes to the WRF.

(3) Waste haulers utilized by industrial users issued a wastewater discharge permit by the WRA.

(4) Waste haulers granted temporary authorization by the WRA Director in order to deal with an emergency.

Sec. 9-1-152. - Issuance of license.

The waste hauler's license shall be issued by the WRA Director upon written application that shall consist of the following minimum requirements:

(1) *Inspection.* The WRA Director, upon application, shall inspect the trucks, hoses, valves, and associated equipment of the applicant for a waste hauler's license and determine if they meet the minimum qualifications for complying with the conditions of this division.

(2) *License fee and bond.* An application shall require the payment of a fee of $60.00 for each vehicle used by the applicant and the posting of a bond with reasonable surety in the penal sum of $10,000.00 for the faithful compliance with this division, including prompt payment of fees, fines and damages. WRA participating communities that contract with waste haulers in order to clean and rehabilitate storm and sanitary sewers owned by the community or that own and operate waste hauling vehicles may provide proof of self-insurance or provide a letter guaranteeing payment of up to $10,000.00 in lieu of providing a surety bond.

(3) *Renewal.* A waste hauler license shall expire on June 30 next after its issuance. The renewal application must be made in the same manner as the initial application and must be received by the Director 30 days prior to expiration. Failure to apply 30 days prior to expiration may result in an interruption in the license and the privileges of such license.

(4) *Transferability.* Waste hauler licenses are not transferable.

Sec. 9-1-153 - Standards for vehicles and equipment.

As to all vehicles and equipment used by a waste hauler, the licensee shall:

(1) Prevent waste and wastewater from leaking, spilling, or discharging onto roads or rights-of-way.

(2) Ensure proper construction and repair of the equipment to allow cleaning.

(3) Maintain vehicles and equipment in an essentially rust-free and sanitary condition and appearance.

(4) Display the business name as it appears on the waste hauler license in three-inch or larger letters on the left and right sides of the vehicle.

Sec. 9-1-154 - Disposal.

Hauled waste shall only be disposed at the WRF at the designated disposal station or as authorized by the Iowa Department of Natural Resources for land application. Waste haulers shall maintain the WRF designated disposal location in a clean and orderly condition to avoid noxious odors and unsanitary conditions. Hours of operation at the WRF disposal station shall be set by the WRA Director. In the event of emergency situations, special arrangements between the waste hauler and the WRA Director regarding disposal at an alternative disposal site shall be allowed to permit response to such emergency. Any violation of an Iowa Department of Natural Resources rule or regulation for land disposal of hauled wastes by a waste hauler shall be grounds for rejection of a hauled waste load in section 9-1-158 by such waste hauler or shall be grounds for denial, suspension and revocation of such waste hauler's license in section 9-1-163.

Sec. 9-4-155. - Identification of source.

Waste haulers must document the nature and origin of wastes collected and the site and method of disposal for wastes that are removed from any locations or are delivered to the WRF. Such information shall be provided on a manifest form provided by the WRA Director. The manifest shall also include: (i) the name, address and phone number of the waste generator, (ii) the type of waste collected, (iii) the approximate volume of the load, (iv) any other information consistent with identification and tracking of wastes. The WRA Director or his or her designee shall have the right to verify all information required by this section, including the right to measure, sample and analyze any waste regulated by this division. The waste hauler shall obtain approval from the WRA Director or his or her designee prior to loading wastes originating from an industrial/commercial source unless prior approval is on record with the WRA.

Sec. 9-1-156. - Mixing wastes.

(a) For the purposes of this division, wastes from residential and nonresidential sources shall not be mixed. Wastes from an industrial/commercial source shall not be mixed with wastes of any type from another location. Portable toilet and FSE grease trap wastes may be mixed with similar wastes from different locations. Residential wastes from several sources may be mixed as long as each source is identified.

(b) Any tanks or equipment used for hauling waste to the WRF shall not be used for hauling hazardous wastes or hazardous substances, as defined in I.C. § 567.1 et seq., chapter 131 of the Iowa Administrative Code and in 40 CFR 261, or other wastes detrimental to the WRF.

Sec. 9-1-157. - Standards of disposal at WRF.

Under this division, disposal of wastes at the WRF shall be carried out in accordance with pretreatment standards and requirements established by federal, state, county and city governments including categorical standards developed for the waste generator's industrial category. The WRA Director may reject wastes from waste haulers who do not comply with this section or with any other section of this division. Waste haulers shall not deliver wastes to the WRF, or to any other disposal location approved by the WRA Director which are:

(1) Prohibited by section 9-1-27 or exceed the limits found in subsection 9-1-28(c)(4), sections 9-1-29 and 9-1-30 of this chapter.

(2) Hazardous wastes or hazardous substances as defined in 40 CFR Part 261 or 567 I.A.C., Chapter 131.

(3) Originate from mineral oil unless first treated to remove the oil and grease.

(4) Not completely identified or are from industrial/ commercial sources that are not approved by the Director as required in section 9-1-155.

(5) Mixed in a manner prohibited in section 9-1-156.

(6) Wastes other than residential from outside the WRA, except through requests to the Director.

Sec. 9-1-158. - Rejection of waste loads.

(a) The WRA Director may reject any hauled waste load that violates or is suspected of violating the requirements of this division or that fails to meet any other guidelines established by the WRA Director to protect personnel, equipment, and the WRF. Waste haulers must:

(1) Remove rejected waste from the WRF.

(2) Immediately remove any additional wastes contaminated by the rejected waste while contained at the WRF prior to introduction into the sewer.

(3) Properly dispose of all rejected wastes in accordance with state and federal law.

(4) Provide the WRA Director with a written statement, signed by the waste hauler license holder, stating the location, date, and time the rejected load was disposed of. The statement is due within five calendar days after the waste is rejected.

(b) A vehicle used to haul rejected wastes shall not thereafter be allowed to dispose of additional wastes at the WRF until the statement required by this section is delivered to the WRA Director.

Sec. 9-1-159. - Treatment fees for hauled wastes.

(a) A treatment fee shall be charged per pound of hauled waste received at the WRF for all wastes originating within WRA participating communities which are treated through the headworks at the WRF using all treatment processes at the WRF, which fee shall be equal to the cost of disposal and treatment of an equivalent volume and mass of pollutants otherwise delivered into the POTW. The treatment fee shall include: (1) the volume charge component, (2) a treatment surcharge component for each pollutant as found in section 9-1-

152 of this division, and (3) a program cost component. The program cost component shall be calculated by dividing the annual administrative costs of the waste hauler program by the total gallons of hauled waste treated in the previous calendar year. The surcharge component shall be calculated using the average concentration of pollutants found in hauled wastes delivered to the wastewater reclamation facility. The treatment surcharge and program cost components shall be reviewed and updated annually based on the most recent data collected by the operating agency. The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.

(b) A treatment fee shall be charged for hauled wastes originating within the WRA participating communities which are treated using only a portion of the treatment processes at the WRF, which fee shall be calculated to recover the cost of treatment. The cost of treatment shall include electrical, chemical, personnel, and any capital costs associated with the treatment processes utilized, and a program cost component which shall be calculated by dividing the annual administrative costs of the waste hauler program associated with partial process treatment by the total gallons of hauled waste treated using only a portion of the treatment processes in the previous calendar year. Treatment costs shall be reviewed and updated annually based on the most recent data collected by the operating agency. The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.

(c) Fees shall be computed and recorded at the disposal station and shall be paid by the waste hauler on the basis of monthly billings by the Operating Contractor. Limits of credit shall not exceed 60 days. Abuse of such credit shall be grounds for liability on the waste hauler's bond and for refusal of disposal services to any waste hauler under this division.

(d) Waste haulers may elect to have their loads tested for actual concentration at their expense as set out in section 9-1-37. When a waste hauler has elected to have loads tested for actual concentration, the treatment fee will be based on the actual concentration whether it be higher or lower than the average concentration treatment fee. Said testing will be done at least once a month or more often as required by the WRA Director.

Sec. 9-1-160. - Enforcement.

The WRA Director, the city/county building official, or such other governmental official hereafter designated by the WRA, shall be authorized to enforce this division as hereinafter provided.

Sec. 9-1-161 - Notice of violation—Administrative penalties; corrective action order.

(a) The Director, or such other designated officers or officials with enforcement authority as provided in section 9-1-160, are authorized to issue a notice of violation imposing an administrative penalty upon any person who fails to perform an act required by this division or who commits an act prohibited by this division.

(b) The administrative penalty for such violations shall be as provided in the schedule of administrative penalties adopted by the city council/county board of supervisors by resolution.

(c) Notice of violation, with the applicable penalty for such violation noted thereon, shall be issued to and served upon the violator. Service of the notice may be by regular mail or by delivery in person.

(d) Penalties assessed pursuant to notice of violation shall be paid by the violator in full as directed in the notice within 30 days of its issuance.

(e) The administrative penalties set out in the schedule of administrative penalties shall be charged in lieu of the fines and penalties provided for in section 9-1-162, unless the violator refuses to correct the violation and pay the scheduled administrative penalty, or the WRA Director determines that immediate enforcement action by misdemeanor or municipal infraction prosecution pursuant to section 1-3 is, in view of the particular circumstances of the case, necessary to achieve compliance with the requirements of this article. The WRA shall maintain a record of all violations, administrative penalties charged or other enforcement actions taken.

Sec. 9-1-162 - Penalties.

(a) Any person who fails to perform an act required by this division or who commits an act prohibited by this division shall be guilty of a misdemeanor punishable by fine or imprisonment as provided by section 1-3 of this Code or shall be guilty of a municipal infraction punishable by a civil penalty as provided by section 1-3 of this Code.

(b) Any person who violates a discharge prohibition set forth in section 9-1-27, or discharges in excess of local limits as set forth in section 9-1-28, shall be guilty of an environmental violation punishable as provided by section 364.22 of the Iowa Code.

Sec. 9-1-163. - Denial, suspension and revocation of license.

(a) *Grounds for denial, suspension or revocation of waste haulers license.* The WRA Director may deny, suspend or revoke the waste hauler license and/or grease hauler certification of any waste hauler who violates any provision of this division or any condition of its license, or who commits any of the following violations, or who does not meet the following requirements:

(1) Violation of any term, condition or requirement of this division, the license, or applicable State of Iowa or federal laws or regulations.

(2) Obtaining a license by misrepresentation.

(3) Falsification of, failure to complete or failure to fully disclose all relevant facts in a license application.

(4) Failure to pay fees, administrative penalties or fines.

(5) Failure to report a spill to the WRA.

(6) Using wash down water or otherwise diluting the permitted waste for the purpose of meeting discharge limitations or requirements.

(7) Falsification of, failure to complete or failure to fully disclose all relevant facts in any report, manifest information or record required by the license or this division.

(8) Tampering with samples or sampling equipment intended to accurately reflect the contents of each hauled waste load.

(9) Refusing to allow WRA personnel timely access to the waste hauler's facility premises, vehicles, or records.

(10) Failure to perform as required under a corrective action order or compliance schedule issued by the WRA Director.

(11) Failure to correct any violation of this division within 30 days after notice by the WRA Director.

(12) Failure to immediately correct any violation of this division if the condition constituting the violation is declared a threat to public health, safety or welfare by the WRA Director and the Director orders immediate correction.

(b) *Procedure for denial, suspension or revocation of waste hauler's license.* The procedure for denial, suspension or revocation of a waste hauler's license shall be as follows:

(1) Any license issued to a waste hauler pursuant to this division may be denied, suspended or revoked by written order of the WRA Director specifying the grounds for such action as outlined in subsection (a) of this section, which order shall not take effect until hearing thereon as hereafter provided. Upon determining that grounds exist for an order to deny, suspend or revoke a waste hauler's license, the WRA Director shall cause a notice of hearing to be prepared, specifying the violations of subsection (a) of this section which are deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the waste hauler by regular mail addressed to the waste hauler's address listed on the waste hauler's license a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.

(2) If after such a hearing the WRA Director makes a finding based on substantial evidence that one or more violations under subsection (a) of this section have occurred as alleged, the Director may deny issuance

of the license, suspend the license for a fixed period, or may issue an order immediately revoking the license and ordering the waste hauler to discontinue hauling waste to the WRF or any other disposal locations approved by the Director. The determination whether to deny issuance of a license, to suspend a license, or to revoke a license, shall be in the discretion of the Director and shall be dependent upon the circumstances surrounding the violations of subsection (a) of this section and the severity of those violations. If the waste hauler does not appear for the hearing, the Director shall issue the order revoking the waste hauler's license and ordering the cessation of delivery of hauled waste at the WRF or any other disposal locations approved by the Director, which order shall take effect immediately.

(3) The decision and order of the WRA Director to deny issuance, to suspend or to revoke the license of a waste hauler may be appealed to the WRA Appeal Committee. Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to WRA not less than ten days after the Director's entry of the order of denial, suspension or revocation. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
Des Moines Metropolitan Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

The chair of the Appeal Committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing waste hauler. Such appeal shall be decided by majority vote of the Appeal Committee. If the Appeal Committee affirms the order of the WRA Director denying issuance, suspending or revoking the license and ordering the cessation of waste deliveries at the WRF or other approved locations, the Appeal Committee shall so state and order in its written decision.

(4) A waste hauler whose license has been denied or revoked shall not be eligible for issuance or reinstatement of its license until 30 days after the violating conditions have been corrected to the satisfaction of the Director.

Sec. 9-1-164. - Alternative relief.

Neither the WRA nor the city/county is precluded from seeking alternative relief from the court, including an order for abatement or injunctive relief, in the event that the WRA or the city/county files a misdemeanor citation, notice of administrative penalty, and/or files a municipal infraction for the same violation of this division, or in the event the WRA seeks to deny, suspend or revoke the waste hauler's license.

Secs. 9-1-165— 9-1-175. - Reserved.

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 beginning on July 1, 2022.

Passed by the City Council on this _____ day of _____ and approved on this _____ day of _____, 2022.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of 05/10/22

AGENDA HEADING:

Resolution to Enter into Gift Agreement

SYNOPSIS:

This resolution, and the agreement it approves and authorizes the Mayor to sign, establishes Reza's commitment to donate $12MM to the City to be used specifically for the construction of the GrimesPlex.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

On April 12, 2022 the City Council approved Resolution 04-0622 Establishing Intent to Advance the Donation of the GrimesPlex.

On May 10, 2022 the City Council approved Resolution 05-2422 Approving the Real Estate Gift Agreement.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

GRIMES RESOLUTION NO. 05-4322

RESOLUTION TO ENTER INTO MONETARY 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 Charitable Monetary 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 Charitable Monetary 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 warranty deed to convey the Sports Complex property to Grimes;
2. An assignment by Hope to Grimes of any existing lease agreements concerning the Sports Complex;
3. A modification or amendment of the existing Development Agreement and/or creation of any additional agreements that define and guarantee the manner in which any financial payments for the construction of the Sport Complex are to be conveyed from Hope to Grimes;
4. An assignment to Grimes of any construction contracts that currently exist between Hope and any companies that are performing construction work on the Sport Complex;
5. An agreement to terminate any existing Sports Complex management agreement between Grimes and Hope;
6. Any tax documents requested by Hope to verify the donations of property and funds by Hope to Grimes for the Sports Complex; and,
7. Any other legal documentation or agreements recommended by City Staff or Grimes legal counsel.

PASSED AND APPROVED this 24th day of May, 2022.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

CHARITABLE MONETARY GIFT AGREEMENT

This Charitable Monetary Gift Agreement ("Agreement") is effective as of the date of the last signature below ("Effective Date"), by and between **REZA KARGARZADEH**, an individual ("Reza"), and **THE CITY OF GRIMES, IOWA,** a municipal corporation ("City").

W I T N E S E T H:

WHEREAS, Reza desires to provide a charitable monetary gift to the City in order to provide assistance to the City for the City's construction of a regional sports complex, a depiction of which is attached in Exhibit "A" hereto ("Sports Complex Project"), and to set forth the terms and conditions of said gift; and

NOW, THEREFORE, Reza and the City agree as follows:

1. Gift.

A. Reza hereby agrees to provide a charitable gift to the City, upon the terms and conditions as hereinafter set forth, in an amount of money not to exceed Twelve Million and 00/100 Dollars ($12,000,000.00) ("Monetary Gift") in order to assist the City with the City's development of the Sports Complex Project. The Monetary Gift to the City shall strictly be a charitable gift for public purposes, and paid to the City as set forth herein. The City agrees to execute any documents necessary for the purpose of confirming the charitable status of the Monetary Gift.

B. Within 75-days of the execution of this Agreement, Reza shall make an initial disbursement (the "Initial Disbursement") of the Monetary Gift to the City in an amount not less than Two Million Five Hundred Thousand Dollars ($2,500,000).

C. The remainder of the Monetary Gift after the Initial Disbursement shall be paid by Reza to the City in periodic installment amounts based upon the procedure identified in Exhibit

"C" attached hereto. The City shall provide Reza with written confirmation, in detail satisfactory to Reza, prior to Reza releasing the respective subject installment amounts to the City.

D. Reza hereby agrees to provide an irrevocable direct-pay letter of credit or surety bond (the "Surety") to the City in a form acceptable to the City and in the amount of the remainder of the Monetary Gift after the Initial Disbursement. The Surety will be delivered to the City within thirty (30) days after the Effective Date and will provide that the City may draw against it in the event that Reza fails to make any installment payment of the Monetary Gift as provided for in Section 1(C) above. Reza acknowledges that delivery of the Surety to the City is a condition precedent to the City entering into the contracts identified on Exhibit B and any additional contracts for the planning, design and construction of the Sports Complex Project.

The Surety shall remain in full force and effect until such time as the full amount of the Monetary Gift has been disbursed to the City after which, within a commercially reasonable time following written request, the City shall provide any reasonably required release of the Surety. Costs associated with obtaining and maintaining the Surety shall be paid by the City directly to the issuer of the Surety.

2. The City hereby acknowledges that the entities identified on Exhibit B (the "Contractors") hereto have already entered into contracts with other parties for the provision of services for the development of the larger property on which the Sports Complex Project will be situated. The City intends to enter into its own contracts with the Contractors for the continued provision of relevant services for the undertaking of the Sports Complex Project. In consideration of the Monetary Gift, the City hereby agrees to enter into service contracts with the Contractors for the provision of such services. The City shall exclusively use proceeds from the Monetary Gift for the payment of all costs of building and construction work, as contemplated in Chapter 26 of the Code of Iowa, under these contracts.

3. City's Obligation to Construct the Sports Complex Project.

Reza's obligation to make any installment payment of the Monetary Gift as described herein to the City is expressly conditioned upon the City's commitment to undertake the designing and construction, at the City's cost and expense, of the Sports Complex Project pursuant the specifications described in Exhibit "D" attached hereto, and the procedure identified in Exhibit "C" attached hereto.

4. Assignment Prohibited.

Reza has entered into this Agreement because the City is a municipal corporation acting for the benefit of the public within the City of Grimes, Iowa. Therefore, this Agreement shall not be assigned by the City to any other party.

(Remainder of page intentionally left blank. Signature pages follow.)

By:_____
Reza Kargarzadeh

STATE OF IOWA)
)ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 17 day of May, 2022, by Reza Kargarzadeh.

Amanda Harwell
Notary Public

NOTARIAL SEAL IOWA
AMANDA HARWELL
Commission Number 811205
My Commission Expires
6/21/24

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"

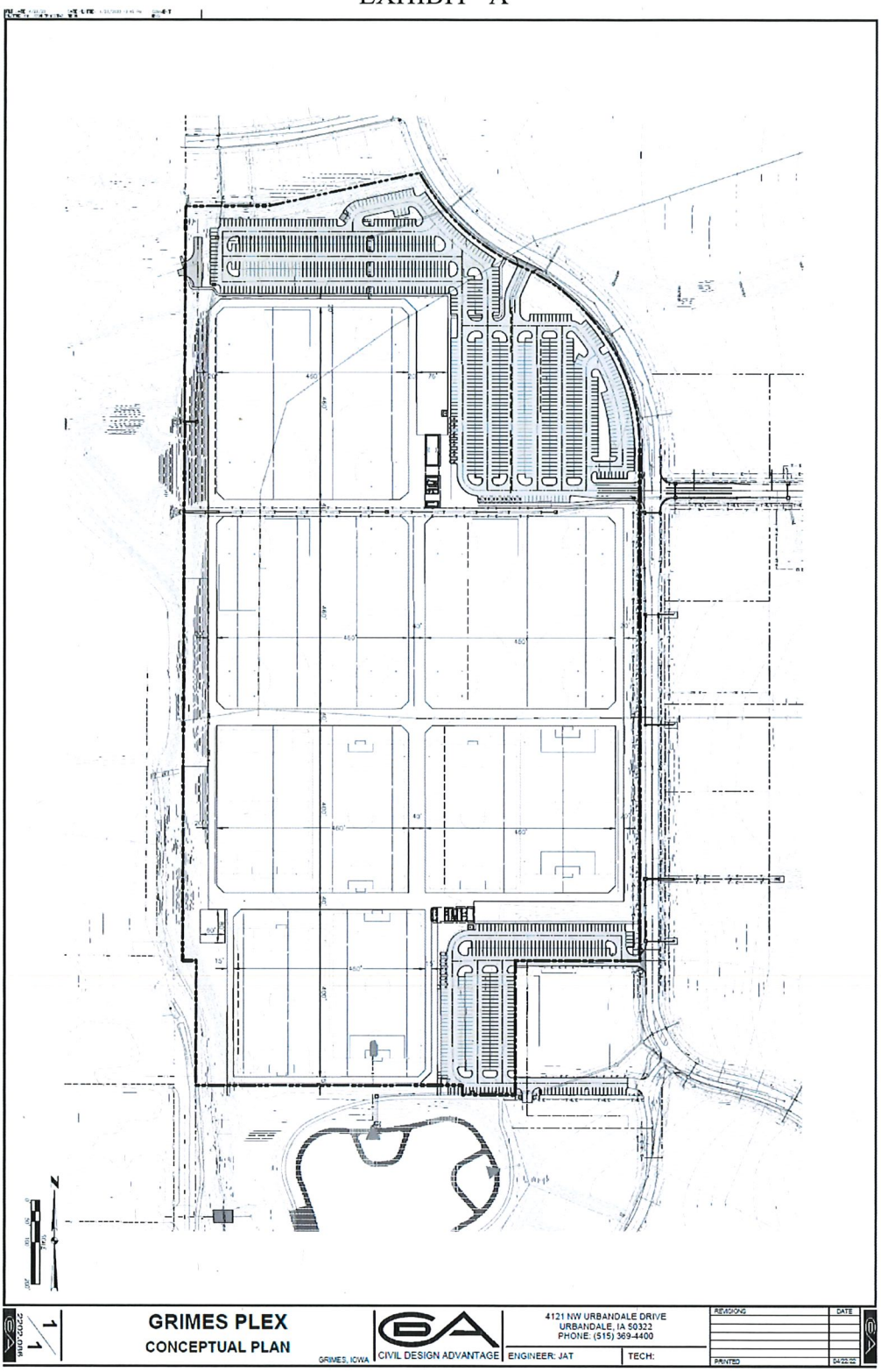
GRIMES PLEX
CONCEPTUAL PLAN
GRIMES, IOWA
CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JAT
TECH:
REVISIONS
DATE
PRINTED
04/22/22

EXHIBIT "B"

1. Alliance Construction – General Contracting Services and Site Work
2. Civil Design Advantage – General Engineering and Design Services
3. Simonson – Conceptual Design Services
4. EOR – Wetland Investigation Services
5. Hope Development – General Management Services

EXHIBIT "C"

Request for Payment of Costs for Sports Complex. Within five (5) days of receiving an invoice or billing statement from the City for costs incurred in the construction of the Sports Complex Project (the "Sports Complex Costs") the City shall submit a request (each, a "Sports Complex Payment Request") for payment of such Sports Complex Costs to Reza.

Sports Complex Costs may include all costs incurred by the City related to the planning and designing of the Sports Complex Project and constructing the Sports Complex Project.

Each Sports Complex Payment Request made by the City shall be accompanied by invoices, billing statements, payment requests and such other documentation as is reasonably requested by Reza, confirming that the Sports Complex Costs detailed in such documentation were incurred in the construction of the Sports Complex Project and that such Sports Complex Costs are of an amount reasonably to have been expected with respect to such construction. Reza acknowledges that the City will enter into contracts that are subject to the requirements of Chapter 26 of the Code of Iowa. Reza further acknowledges that the current bidding and supply chain markets are unpredictable and costs will not be scrutinized as unreasonable.

Reza agrees to remit payment to the City for the amount reflected on such Sports Complex Payment Requests, which have been approved by Reza, within thirty (30) days of receipt thereof by Reza.

EXHIBIT "D"

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.

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.