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 September 12, 2023, 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 September 12, 2023, at 5:30 PM at Grimes Community Center

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda

5. Approval of the Consent Agenda **(Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration)**
   A. Resolution 09-0123 Minutes approval from previous meeting
   B. Resolution 09-0223 Claims Report - $2,768,347.96
   C. Resolution 09-0323 Approving Bills and Quotes over $10,000
   D. Resolution 09-0423 Approving ABD Licenses:
      1. Destination Grille- Heritage Park Event- Special Class C Retail License.
      2. The Repair Shop: 3100 SE Grimes Boulevard-Special Event: Class C Retail License.
   E. Reports and Correspondence
   F. Resolution 09-0523 Approving Professional Services Payments
      1. Bradshaw Fowler Proctor & Fairgrave Attorneys at Law – Legal Fees for New Grimes Public Library $2,345.00
      2. Pay Request #4 Snyder & Associates, Inc – 2022-2025 On Call Traffic Planning & Engineering Services
      3. Pay Request #11 Snyder & Associates, Inc – NE Destination Drive & NE Beaverbrooke Blvd Improvements $19746.38
      4. Pay Request #9 MSA Professional Services, Inc – SE Trail Ridge Road Reconstruction $10,205.10
      5. Pay Request #5 Snyder & Associates, Inc – East Gateway Drive and East 1st Street Intersection Improvements $12,758.00
      6. Pay Request #4 MSA Professional Services, Inc – SE Little Beaver Drive and SE 4th thru 6th Street Water Main $16,760.00
      7. Pay Request #11 MSA Professional Services, Inc – SE Jacob Street Reconstruction and Storm Sewer $1,280.00
   G. Resolution 09-0623 Approving the Fiscal Year 2022-2023 Annual Urban Renewal Report
   H. Resolution 09-0723 Approving Equipment Transactions Pursuant to FY 24 Budget
   I. Resolution 09-0823 Approving Agreement Regarding Storm Sewer Maintenance for Lot 2 Crossroads Plat 2
   J. Resolution 09-0923 Accepting Public Improvements in Legacy Park Lot 3 Phase 1
   K. Resolution 09-1023 Consent and Agreement for Improvements Within a Detention Easement and Surface Water Flowage Easement for Lot 21 of Beaverbrooke West Plat 9 – 1501 NW Prairie Creek Drive
   L. Resolution 09-1123 Approving Consent and Agreement for Improvements Within Storm Sewer Right-Of-Way Easement, Sanitary Sewer Right-Of-Way Easement, Surface Water Drainage Easement, Public bike Trail and Pedestrian Way Easement for Lot 4 of Meadowlark Pointe Plat 6 – 1108 SE 9th Court
   M. Resolution 09-1223 Approving Consulting Services agreement – Fraser Consulting Services Department
   N. Resolution 09-1323 Making Award of Construction Contract for the NW 100th Street Reconstruction Project
   O. Resolution 09-1423 Accepting a Proposal from Howrey Construction, Inc in the Amount of $87,394.00 for the Construction of the Shawver Park Trail Extension Project
   P. Resolution 09-1523 To Enter into Contract for Professional Services with Foth Infrastructure and Environment, LLC for Consulting Services to Rehabilitate Existing Sanitary Sewer Collection System
   Q. Resolution 09-1623 To Amend Contract for Professional Services with Foth Infrastructure an Environment, LLC for Consulting Services – S James Street and SE 11th Street Improvements
   R. Resolution 09-1723 To Enter into a Contract for Professional Services with IMEG Consultants Corp. – Commissioning Services for New Grimes Public Library
   S. Resolution 09-1823 Approving Second Amendment to Consulting Services Agreement with Christensen Development, LLC for New Grimes Public Library

T. Resolution 09-1923 To Enter into Contract for Professional Services with McClure Engineering Company for Extension of SE 41st Street and SE Park Drive
U. Resolution 09-2023 Approving Change Orders:
    1. Change Order #3 The Weitz Company, LLC for New Grimes Public Library increasing contract $115,605.00.
    2. Change Order #2 Invision Architecture, LLC for New Grimes Public Library increasing contract $63,726.69.
    3. Change Order #4 AMC Mechanical Group for New Grimes Public Library increasing contract $8,097.71.
    4. Change Order #1 Baker Group – Building Access Control increasing contract $11,345.00.
    5. Change Order #4 Edge Commercial, LLC – GrimesPlex increasing contract $62,204.66.
V. Resolution 09-2123 Approving Capital Project Payments
    1. Pay Request #18 Shank Constructors, Inc – WRA Grimes Connector – Contract 4 $498,311.44
    2. Pay Request #11 Rognes Corporation – WRA Grimes Connector – Contract 3 $218,042.25
    3. Pay Request #18 S.J. Louis Construction, Inc – WRA Grimes Connector – Contract 1 $33,947.36
W. Resolution 09-2223 Approving Offer to Purchase and Agreement - JDS Property
X. Resolution 09-2323 To Enter into Agreement with Iowa Department of Transportation for Funding for the NE Beaverbrooke Boulevard and Iowa Highway 141 Intersection Improvements Project

6. Strategic Planning Workshop Discussion

ADJOURNMENT

RESOLUTION NO. 09-0123 Approving the Grimes City Council Minutes

WHEREAS the City Clerk shall keep minutes of all City Council meetings;

WHEREAS, the minutes according to Iowa Code Section 21.3 are required to show the date, time and place, the members present, and the action taken at each meeting;

WHEREAS, the minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present;

WHEREAS, Iowa Code Section 372.13(6) requires that within 15 days following a regular or special meeting the Council, the clerk shall cause the minutes to the proceedings of the Council, including the total expenditure from each city fund, to be published in a newspaper of general circulation in the city.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, recommend approval of the attached (Exhibit A) minutes.

PASSED AND APPROVED this 12th day of September 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING
Tuesday, August 22, 2023

The Grimes City Council Meeting was held in-person and Via Zoom. The meeting was called to order by Mayor Scott Mikkelsen, August 22, 2023, at 5:33 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 Mikkelsen, Council Members Ryan Burger, Eric Johansen, David Gisch and Andrew Borcherding Absent: Council Member Laurie DePhillips

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the Agenda.
Moved by Gisch, Second by Borcherding to approve the agenda with the amendment of moving Item GG from Consent to the Public Agenda Item #4.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

CONSENT AGENDA

A. Resolution 08-0123 Minutes approval from previous meeting B.Resolution 08-0223 Claims Report $9,292,272.58 C. Resolution 08-0323 Approving Bills and Quotes over $10,000 D. Resolution 08-0423 Approving ABD Licenses: 1. Food Depot: 3000 SE Grimes Blvd. #200. Renewal: Class C Liquor, Outdoor Service and Catering. 2. Fareway Stores #983: 351 SE Gateway Dr. Renewal: Class E Liquor E. Receiving and Filing of Reports and Correspondence F. Resolution 08-0523 Approving a Block Party September 8, 2023 G. Resolution 08-0623 Approving a request for Block Party September 30, 2023 H. Resolution 08-0723 Approving a request for Block Party August 26, 2023 I. Resolution 08-0823 Approving the Marketing and Communications Policies Guide J. Resolution 08-0923 To Request a Special Census in April of 2025 K. Resolution 08-1023 To Approve Memorandum of Understanding Between the Iowa Department of Revenue and the City of Grimes Regarding State Setoff Program L. Resolution 08-1123 To Enter into Agreement for Professional Services Berens-Tate Consulting Group M. Resolution 08-1223 To Write Off De Minimis Uncollectible Debt Valued Twenty Dollars ($20.00) and Under N. Annual Report for Finance/Utility Billing 2022 O. Resolution 08-1323 Approving Personnel Transactions P. Resolution 08-1423 To Purchase Office Furniture for City of Grimes Public Works Building Q. Resolution 08-1523 Authorizing the Maintenance of Wells No. 101 and 102 R. Resolution 08-1623 Authorizing Pump Repair at SE 37th Lift Station S. Resolution 08-1723 To Enter into Agreement Between the Iowa Department of Transportation Urban-State Traffic Engineering Program Funding for the E. Gateway Drive and E. 1st Street Intersection Improvements Project T. Resolution 08-1823 Approving Equipment Transactions Pursuant to FY24 Budget U. Resolution 08-1923 Authorizing for the Participation in the Community Development Block Grant Program of Polk County V. Resolution 08-2023 Ordering Construction of the NE Beaverbrooke Boulevard and IA 141 Intersection Improvements, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor W. Resolution 08-2123 Ordering Construction of the WTP to North James Street Feeder Main, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor X. Resolution 08-2223 Ordering Construction of the SE/SW 19th Street Sanitary Sewer Extension and Fixing a Date for Hearing Thereon and Taking of Bids Therefor Y. Resolution 08-2323 to Amend Contract for Professional Services- McClure Engineering Company Phase 1A Water System Improvement. Z. Resolution 08-2423 Approving Pay Requests: 1.Pay Request #6 to Edge Commercial, LLC – GrimesPlex $2,772,184.36 2. Pay Request #17 S.J. Louis Construction, Inc – WRA Grimes Connector – Contract 1 $41,154.47 3. Pay Request #2 Des Moines

Asphalt and Paving – NW 107th Street HMA Overlay $34,088.45 4. Pay Request #7 Redbud Landscaping, LLC – Kennybrook Wetland (Landscaping) $1,638.75 5. Pay Request #11 Redbud Landscaping, LLC – Native Vegetation Enhancements in Storm Water Treatment Facilities $266.76 6.Pay Request #17 Shank Constructors, Inc – WRA Grimes Connector – Contract 4 $86,604.00 7. Pay Request #3 Sternquist Construction, Inc – SE Trail Ridge Road Reconstruction $225,846.59 8. Pay Request #10 Rognes Corporation – WRA Grimes Connector – Contract 3- $126,009.14 9. Pay Request #16 Graphite Construction Group – New Grimes Public Library $43,312.43 10. Pay Request #4 Ideal Floors, Inc – New Grimes Public Library $40,351.6311. Pay Request #3 Midwest Auto Fire Sprinkler - $16,435.00 12.Pay Request #9 Performance Contracting, Inc – New Grimes Public Library $105,635.25 13. Pay Request #16 Van Maanen Electric Inc – New Grimes Public Library $53,464.83 14. Pay Request #10 Forman Ford – New Grimes Public Library $60,107.26 15. Pay Request #8 Forrest & Associate Inc – New Grimes Public Library $9,500.0016. Pay Request #9 Edge Commercial LLC- Waterworks Park Improvements $230,629.48 17. Pay Request #1 Iowa Signal- S. James Street and SW/SE 19th Street Temporary Traffic Signalization $43,109.58 18. Pay Request #1 Edge Commercial LLC- GrimesPlex Buildings $330,560.19 19. Pay Request #7 Edge Commercial LLC GrimesPlex $2,587,781.38 20.Pay Request #3 Des Moines Asphalt and Paving NW 107th Street HMA Overlay $2,992.03 21. Pay Request #3 Howrey Construction- Highway 44 Trail Extension $17,334.17 AA. Resolution 08-2523 Approving Professional Services Payments: 1. Pay Request #4 Snyder & Associates – East Gateway Drive & East 1st Street Intersection Improvements $45,112.50 2.Pay Request #9 Snyder & Associates, Inc – Traffic Signal Network Communication Project $2,893.75 3.Pay Request #8 MSA Professional Services, Inc. – SE Trail Ridge Road Reconstruction $5,129.20 4. Pay Request #9 Nilles Associates, Inc – Grimes Existing Basins Enhancements $2,500.00 5. Pay Request #3 Snyder & Associates, Inc – 2022-2025 On Call Traffic Planning & Engineering Services $7,196.36 6. Pay Request #4 Snyder & Associates, Inc – Streets Master Plan/Design Guide $3,787.50 7. Pay Request #10 Snyder & Associates, Inc - NE Destination Drive & NE Beaverbrooke Blvd Improvements 8. Pay Request #56 Veenstra & Kimm, Inc – WRA Connector $80,667.76 9. Pay Request #3 MSA Professional Services, Inc. – SE Little Beaver Drive and SE 4th thru 6th Streets Water Main $7,930.00 10. Pay Request #10 MSA Professional Services, Inc – SE Jacob Street Reconstruction and Storm Sewer $3,840.00 11. Pay Request #10 McClure Engineering Company – North Jordan Well Repairs $5,110.68 (to be paid by City's insurance) 12. Pay Request #18 The Weitz Company, LLC – New Grimes Public Library $41,841.21 13.Whitfield and Eddy Law- Legal Fees $70,060.00 14. Brashaw, Fowler, Proctor & Fairgrave- Legal Fees $1,800.00 15. Pay Request #12 McClure Engineering Company- Phase 1A Water System Improvements $31,601.15 16. Pay Request #1 McClure Engineering Company- CIWW Assistance and ASR Evaluation $14,512.00 17. Pay Request #11 Civil Design Advantage- Grimes Plex $61,806.67 18. Pay Request # 40 Bolton and Menk, Inc. Highway 44 and SW County Line Road Intersections Improvements $4,487.50 19.Invision- New Grimes Library- $10,176.37 BB. Resolution 08-2623 Approving Change Orders: 1. Change Order #3 AMC Mechanical Group – New Grimes Public Library increasing contract $48.52. 2. Change Order #3 Forrest & Associates – New Grimes Public Library increasing contract $1,459.75. 3.Change Order #3 Performance Contracting, Inc – New Grimes Public Library increasing contract $16,741.03. 4. Change Order #3 Van Maanen Electric Inc – New Grimes Public Library increasing contract $4,849.00. 5. Change Order #7 Graphite Construction Group, Inc – New Grimes Public Library decreasing contract $967.71. 6. Change Order #1 Edge Commercial LLC- GrimesPlex Buildings- Increasing Total Cost of Project by $104,169.00. 7. Change Order #1 Des Moines Asphalt and Paving-NW 107th Street HMA Overlay- Increasing Total Cost of Project by $5,000.00 CC. Resolution 08-2723 Approving an 28E Agreement Between the City of Grimes, Iowa and the City of Johnston, Iowa for the Sharing of Administrative Resources and Equipment Supporting Fire and Emergency Medical Services DD. Finance Report for July 2023 EE. Resolution 08-3323 Approving Offer to Purchase and Agreement- PJC Family Trust FF.

Resolution 08-3423 Approving Art Plan- Grimes Public Library ~~GG. Resolution 08-3523 Contract Amendment International Association of Fire Fighters Local 4835~~. Item moved to Public Agenda Item 4.
Motion by Gisch, Second by Burger, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

1. Resolution 08-2823 Approving Final Plat for Town of Grimes Plat 2
Evann Martin, Assistant Planner, addressed Council stating the City currently owns the subject property along SE Main Street and has a purchase agreement with Graystone Companies, LLC to sell the property. Martin said as part of the development and sale process, the City is platting the existing three lots into one lot for future development. She said this plat will reserve a public ingress/egress easement through the existing parking and a private ingress/egress easement for driveway access for the neighboring residence. Martin said a portion of the alleyway will be incorporated into the plat and be privately owned and maintained. Martin said the ingress/egress easement through the parking lot will allow public access to continue through the property. Martin added that the Planning and Zoning Commission recommended approval at their June 5, 2023 meeting.
Moved by Johansen, Second by Gisch, to approve Resolution 08-2823 Approving Final Plat for Town of Grimes Plat 2
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

2. Intent to Vacate Certain Public Alleys in Block 7, Town of Grimes
Evann Martin, Assistant Planner, advised the Council that with the development of 212 SE Main Street, a portion of the existing public alley between SE 2nd Street and SE 3rd Street, and adjacent to 212 SE Main Street, is proposed to be vacated. Martin said public and private ingress/egress easements will be established to maintain the existing traffic patterns through the site. Martin noted that upon completion of the vacation process, the subject portion of the alley will be incorporated into the final plat for 212 SE Main Street and be privately owned and maintained.

a. Mayor Mikkelsen opened the Public Hearing at 5:40 p.m. Being no written or oral comments, the hearing was closed at 5:40 p.m.

b. Resolution 08-2923 Vacating Certain Public Alley in Town of Grimes Plat 2 and Conveying Land To Adjoining Property Owner
Moved by Johansen, Second by Borcherding, to approve Resolution 08-2923 Vacating Certain Public Alley in Town of Grimes Plat 2 and Conveying Land to Adjoining Property Owner.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

3. South James Street and SE 11th Street Improvements
City Engineer Matt Ahrens addressed Council to report that eight bids had been received for the South James Street and SE 11th Street Improvement Project. Ahrens said the low bid came in 25% below the engineering estimate at $9,047,309.99 by Absolute Concrete. Ahrens said this project would be split into two phases to minimize traffic disruptions. He advised that Phase 1 on the south end of the project should be substantially completed by November 2024, with Phase 2 on the north side of the project to be substantially completed by November 2025 and full completion by May of 2026. Ahrens noted that

public information meetings would be planned to discuss details and answer questions as this project progresses.

a. Mayor Mikkelsen opened the Public Hearing at 5:44 p.m. Resident Jeremy Flanigan, 301 S. James, expressed concern about storm water drainage and access to residences along that portion of South James Street. Being no other written or oral comments, the hearing was closed at 5:46 p.m.

b. Resolution 08-3023 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for South James Street and SE 11th Street Improvements
Moved by Johansen, Second by Burger, to approve Resolution 08-3023 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for South James Street and SE 11th Street Improvements.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

c. Resolution 08-3123 Making Award of Construction Contract for South James Street and SE 11th. Street Improvements.
Moved by Johansen, Second by Borcherding, to Approve Resolution 08-3123 Making Award of Construction Contract to Absolute Concrete in the amount of $9,047,309.99 for South James Street and SE 11th. Street Improvements.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

d. Resolution 08-3223 Authorizing Construction Contract and Bond for South James Street and SE 11th Street Improvements.
Moved by Johansen, Second by Gisch, to Approve Resolution 08-3223 Authorizing Construction Contract and Bond for South James Street and SE 11th Street Improvements.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

4. Resolution 08-3523 Contract Amendment International Association of Fire Fighters Local 4835 (Moved from Consent Agenda Item GG)
City Administrator Jake Anderson stated that the contract document was not quite ready for approval. City Attorney Tom Henderson explained that the 28E Agreement approved earlier between the City of Grimes and the City of Johnston for the sharing of administrative resources and equipment to support Fire and Emergency Medical Services, is intended to provide more cost effective and streamlined processes for those services. Henderson added that as part of this process a Transition Memo of Understanding was provided to the Council that would need to be approved. Henderson said while the contract itself was not yet fully complete, approving the Memo of Understanding for Transition only would allow the process to move forward, and the contract itself would be addressed in a future meeting.
Moved by Gisch, Second by Johansen, to Approve the Memo of Understanding for Transition.
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

ADJOURN
There being no further business the meeting was adjourned at 5:56 p.m.
Motion by Gisch, Second by Johansen to adjourn.
Roll Call: Ayes: All; Nays: None Motion passes: 4- 0.

ATTEST:

_____ _____

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
9.12.2023

AGENDA ITEM: Claims Report

BACKGROUND: The following expenditures have been reviewed and authorized as being justified and properly due and made in accordance with city guidelines.
This listing has been prepared by the Finance Department Staff and is being submitted to the City Council for Approval.

Responsible Staff /Contact Information: Marcia Woodke MWoodke@grimesiowa.gov

RESOLUTION NO. 09-0223 Approving and Authorizing Expenditures

WHEREAS the Finance Department prepares a list of authorized expenditures to be approved by the Grimes City Council;

WHEREAS, the attached (exhibit A) have been reviewed as being justified and properly due and made in accordance to city guidelines.

WHEREAS, the listing has been prepared and reviewed by the Finance Department Staff and is being submitted to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, recommend approval of the attached (Exhibit A) expenditures.

PASSED AND APPROVED this 12th day of September 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

City of Grimes Claims 9 12 2023

CENTRAL PUMP AND MOTOR	INSTALL/ALIGN BOOSTER PUMP/REPAIRS	$	3,085.61
IMPACT7G	GRANT WRITING - SEPT 2023	$	1,080.00
D&K PRODUCTS	TURF CHEMICALS	$	4,861.13
A TECH INC.	FIRE MONTITORING - PW	$	239.85
A KINGS THRONE LLC	PORTABLE RESTROOMS	$	1,349.95
AIA CORPORATION	FD - DUTY UNIFORM/BOOTS	$	437.97
EUROFINS TESTAMERICA	STATE LABS-DRINKING/WASTE WATER	$	3,475.00
JOHNSON CONTROLS SECURITY	CH SECURITY 9/23-11/30/23 INSPECTION	$	919.43
SHERWIN WILLIAMS	DS - PAINT SAMPLE	$	5.60
BAKER & TAYLOR	LIBRARY MATERIALS	$	1,696.37
BLACK HILLS ENERGY	GAS	$	644.51
WALMART	TOBACCO LIC REFUND	$	75.00
COMMERCIAL APPRAISERS	PARKLAND PROJECT - REAP GRANT	$	3,500.00
SHADRAN INDUSTRIAL & SANITARY	JULY 2023 JANITORIAL - CH	$	925.00
BOMGAARS	PW/DS/PARKS SUPPLIES/TOOLS/SHOP VAC	$	2,479.53
KOHLES & BACH, INC	A/C CHECK-PW	$	190.00
KOCH OFFICE GROUP	PARKS PRINTER TONER/INK	$	212.89
BUSINESS PUBLICATIONS CORP	DSM BUSINESS RECORD - ANDERSON	$	74.95
CITY OF URBANDALE	WRA INSPECTION FEES 7/2-8/5/23	$	885.00
CENTRAL IOWA PEST	CITY PEST CONTROL	$	445.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	$	2,756.84
CORE & MAIN	MANHOLE REPAIR SUPPLIES/CHEMICALS	$	2,174.85
CTI READY MIX	BACKFILL SUPPLIES	$	298.62
HOME DEPOT #2115	PW - TOOLS/SUPPLIES	$	747.73
FAREWAY STORES, INC.	HERITAGE GRAND OPENING WATER	$	20.42
EXCEL MECHANICAL CO	FD - AC WORK/SEWER - GCC REPAIRS	$	1,641.57
CFI SALES	PW - S204 TIRES	$	1,453.65
GREATER DM PARTNERSHIP	YEAR 1 OF 5 COMMITTMENT	$	10,000.00
HY-VEE	EMPLOYEE APPRECIATION DRINKS	$	25.47
HAWKINS INC.	WATER CHEMICALS	$	35,520.01
RODAN OFFICE CLEANING	CLEANING - LIBRARY	$	630.00
HILLYARD	HAND SOAP DISPENSER	$	168.53
HOOPLA	MATERIALS - LIBRARY	$	1,386.03
HOTSY CLEANING SYSTEMS, INC	HOTSY HOSE	$	338.19
RELIANT GASES, LTD	PW - CO2	$	1,428.22
IMWCA	INSTALLMENT 3 WORK COMP 23-24	$	14,921.00
INTERSTATE BATTERY	CROSSWALK SIGN SUPPLIES	$	107.40
IOWA DEPT OF REVENUE	AUGUST 2023 WH/WATER EXCISE/.SALES TAX	$	51,238.08
IMFOA	2023 CONFERENCE - DEV SERV	$	150.00
IOWA ONE CALL	JULY 2023 LOCATES	$	324.10
IPERS	IPERS- REGULAR	$	77,241.83
IOWA SIGNAL INC	CROSSWALK/RED LIGHT REPAIRS	$	740.00
IOWA STATE UNIVERSITY	MPI CONFERENCE - THORNBURG	$	224.00
KLINE ELECTRIC INC	CH/PARKS/FD/STREETS LIGHTS WIRING/REPAIRS	$	3,798.51
LEAF	COPIER CONTRACT - DS	$	314.16

LIBERTY READY MIX	CONCRETE SUPPLIES	$	7,758.50
LOGAN CONTRACTORS SUPPLY	EQUIP RENTAL/CONCRETE SUPPLIES	$	2,527.69
LOGOED APPAREL & PROMOTION	DS - CLOTHING	$	1,518.51
MAIL SERVICES	UTILITY BILLING SERVICE	$	441.96
MARTIN MARIETTA AGGREGATE	STORM WATER EROSION CONTROL SUPPLIES	$	2,004.35
MEDIACOM	PW/CH INTERNET TV	$	402.17
METRO WASTE AUTHORITY	PARKS DUMPSTER DISPOSAL	$	47.85
MACQUEEN EQUIPMENT	SWEEPER MAINTENANCE	$	93.10
MIDWEST AUTOMATIC FIRE SP	PW BACKFLOW/SPRINKLER INSPECTION	$	437.95
MIDAMERICAN ENERGY	CITY ELECTRIC	$	69,458.25
MIDWEST VAC PROFESSIONALS	VAC SE LS/SCUM PIT AT WW PLANT	$	1,460.00
MISSISSIPPI LIME CO.	QUICKLIME	$	6,839.28
MUNICIPAL SUPPLY, INC.	PW - UNIPRO COMMUNICATION TOOL	$	350.00
O'HALLORAN INTERNATIONAL	PARKS - TELEMATICS/ PW - DOT INSPECTIONS	$	3,673.19
O'REILLY AUTO PARTS	VEHICLES/FORKLIFT BATTERIES	$	567.82
OFFICE DEPOT	DS-SUPPLIES/NOTARY STAMPS LIBRARY PAPER	$	365.12
PETERSON PEST & TERMITE	LIBRARY PEST CONTROL	$	35.00
POLK COUNTY TREASURER	JULY CONTRACT 2023	$	120,420.08
RACOM CORPORATION	FD - EDACS ACCESS	$	709.78
SECRETARY OF STATE NOTARY	NOTARY APPLICATION - LIBRARY	$	30.00
SNYDER & ASSOCIATES	NE DEST PAY #11/E GTWY #5/22-25 ON CALL #4	$	38,081.63
SITEONE LANDSCAPE SUPPLY	PW - GRASS SEED	$	1,880.00
STIVERS FORD	PW - 2023 FORD F-250	$	51,036.77
THOMAS BUS SALES	PW - TRAILER TIRES	$	500.00
TRIPLETT OFFICE ESSENTIAL	PARKS - FRONT DESK OFFICE CHAIR/DRAWER	$	469.00
TREASURER STATE OF IOWA	UNCLAIMED PROPERTY REPORTING	$	1,387.29
CINTAS CORPORATION - #762	PARKS - FIRST AID KITS	$	598.50
VERIZON WIRELESS	ANDERSON/COUNCIL PHONES/IPADS	$	330.09
VAN METER INC.	REPLACE FUSE AT 37TH LIFT STATION	$	692.29
VAN WALL EQUIPMENT	PARKS - TOPDRESSER TIRE/WHEELS	$	315.86
BERENS-TATE CONSULTING GROUP	BOND ARBITRAGE	$	10,500.00
WESTECH	WATER PLANT REPAIRS	$	19,279.00
WILLIAMS SCOTSMAN, INC	FD MOBILE OFFICE	$	635.07
ZIEGLER	PW - S402 MAINTENANCE	$	2,946.56
CENTURY LINK	LIBRARY/PW - PHONE SERVICE	$	710.07
ROGNES CORP	WRA CONNECTOR-CONTRACT 3 PYMT #11	$	218,042.25
EFTPS	FED/FICA TAX	$	118,817.80
KANOPY INC	MATERIALS - LIBRARY	$	30.00
CSG FORTE PAYMENTS, INC	CC FEES	$	4,664.60
EJS SUPPLY	PLOW BLADES	$	14,402.40
HANNA MICHELE GILL	YOGA INSTRUCTOR PAYMENT	$	360.00
GWORKS	METER READING MANAGEMENT	$	8,000.00
DES MOINES ASPHALT & PAVEMENT	POTHOLE MIX	$	75.19
MENARDS	FD/DS/PW/LIB/PARKS - SUPPLIES/REPAIRS	$	1,347.12
MI-FIBER, LLC	INTERNET	$	472.80
WILLEY, AMANDA	CONFERENCE MILEAGE/MEAL EXPENSE	$	73.69
POMP'S TIRE SERVICE, INC	TIRE/WHEEL REPAIR 2021 AMBULANCE	$	97.37

BULK TRANSPORT CO EAST	DELIVERY OF LIME	$	2,480.64
COPY SYSTEMS INC	FD COPIER CONTRACT	$	42.90
SHANK CONSTRUCTORS INC	WRA CONNECTOR-CONTR 4 PYMT #18	$	498,311.44
VOYA	DEFER COMP PRE	$	5,903.84
AIG	DEFER COMP ROTH	$	1,645.00
HORACE MANN	DEFER COMP ROTH	$	650.00
MASSMUTUAL	DEFER COMP PRE	$	4,251.00
STRAUSS SECURITY SOLUTION	PW - PADLOCK	$	30.71
LUMEN CENTURY LINK	PW - PHONES	$	557.08
MSA PROFESSIONAL SERVICES	SE LTL BEAV PYMT #4/SE JACOB #11/SE TRAIL #9	$	28,245.10
JARCHOW, NIKKI	REFUND FOR JULY 2ND FIELD TRIP-REIUSSUE	$	15.00
ELECTRIC PUMP	37TH LIFT STATION PUMP REPAIR/LIME SYSTM	$	19,426.73
REDBUD LLC	LANDSCAPING/ SUNNYHILL - WEED CONTROL	$	562.50
MICROMARKETING LLC	LIBRARY MATERIALS	$	39.99
ANKENY SANITATION	AUGUST 2023 RECYCLING/GARBAGE	$	1,841.25
AHRENS, MATT	APWA CONFERENCE EXPENSES	$	211.00
RAFTELIS FINANCIAL	WATER SYSTEMS VALUATION	$	8,250.00
MESTON BROTHERS IRRIGATION	GATEWAY LIFT STATION	$	158.98
FLETCHER, CAIL	ILA PER DIEM - LIBRARY	$	117.50
SCENTAIR TECHNOLOGIES	GCC IONS 8-10-23 TO 9-9-23	$	447.00
RENEWABLE ENERGY GROUP	FUEL-PARKS/DS/FD/PW	$	9,233.30
EBS	OCTOBER 2023 PREMIUMS	$	7,631.66
DELL MARKETING 2	IT - REPLACEMENT MONITORS	$	971.05
ROTARY CLUB OF WEST POLK	QUARTERLY MEMBERSHIP DUES-ANDERSON	$	145.00
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	$	77,472.53
HENSLEY KEVIN	APWA CONFERENCE EXPENSES	$	1,186.44
MUSCO SPORTS LIGHTING	NORTH LASER GRADING	$	4,000.00
BRADSHAW FOWLER PROCTOR	LIBRARY CONSTRUCTION - LEGAL	$	2,345.00
INSIGHT PUBLIC SECTOR	MSFT SQL LICENSE YR 3	$	4,319.79
CENTRAL IOWA OFFICIALS	ADULT SLOW PITCH OFFICIALS	$	420.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	$	10,554.86
CONFLUENCE	WALLACE PARK PHASE 1	$	12,150.81
SJ LOUIS CONSTRUCTION	WRA CONNECTOR CONTRACT 1 #18	$	33,947.36
URBAN FLOORING & DESIGN	PW - CARPET INSTALLATION IN OFFICES	$	2,433.00
CIT SEWER SOLUTIONS	SE 37TH LS CLEANING	$	2,420.24
EZ LINER	PAINT SPRAYER	$	75,980.00
HOPE K FARMS LLC	HOPE K FARMS WATER MAIN EASEMENT	$	65,000.00
GFOA	ANDERSON MEMBERSHIP DUES 23/24	$	160.00
CITY OF GRIMES HSA	HSA DEDUCTION	$	1,130.68
CINCINNATI INSURANCE	BUILDERS RISK INSURANCE LIBRARY	$	1,771.00
SPORTS FACILITIES DEVELOP	GRIMESPLEX SERVICES	$	29,388.00
AMAZON	PW/DS/PARKS/LIBRARY SUPPLIES	$	1,817.57
SIDEKICK DEVELOPMENT	FIRE STATION PROF SERVICES SEPTEMBER	$	5,000.00
SVPA ARCHITECTS	GRIMESPLEX/FIRE TOPOGRAPHIC	$	11,543.76
ARAMARK	GCC RUG RENTAL 8-11-23	$	93.83
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHARED	$	2,087.53
US CELLULAR	LIBRARY HOTSPOTS	$	551.01

MIDWEST TURF SUPPORT LLC	TURF CHEMICALS	$	1,890.00
PLAYAWAY PRODUCTS	MATERIALS - LIBRARY	$	427.61
SCHWERDTFEGER JANA	ILA PER DIEM - LIBRARY	$	117.50
THE IRON WORKS	HANDRAIL-STEPS FOR SIGN SHOP REISSUE	$	2,350.00
ECO WORKS SUPPLY	PARKS - FIELD PAINT	$	4,755.00
GOOD DEAL	CONCERT SERIES TENT RENTALS	$	3,780.00
BRODERICK BROS-VINCENT BRODERICK	BRODERICK WATER MAIN EASEMENT	$	2,380.00
GONZALEZ HORTENCIA	YOGA INTRUCTOR PAYMENT	$	180.00
SAWYER ABIGAIL LEE	FALL CONCERT BAND PERFORMANCE	$	1,200.00
BERRY BRIAN	FALL CONCERT BAND PERFORMANCE	$	1,500.00
DUDLEY BRYON	FALL CONCERT BAND PERFORMANCE	$	700.00
3FORM LLC	LIBRARY FURNITURE/FIXTURES	$	7,280.00
BRODERICK BROS -MIKE BRODERICK	BRODERICK WATER MAIN EASEMENT	$	2,380.00
JOHNSON KENT L	FALL CONCERT BAND PERFORMANCE	$	900.00
US CENSUS BUREAU FINANCE	2023 SPECIAL CENSUS	$	490,125.00
LEGO ERIN	LIBRARY CLOVERLEAF WORKSHOP	$	3,800.00
SILENT RIVERS INC	ART FOR NEW LIBRARY	$	15,000.00
DEPOSIT REFUNDS	REFUND DATE 08/23/2023	$	1,997.16
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	$	341,525.66
	CLAIMS TOTAL	**$**	**2,768,347.96**
	GENERAL FUND	$	651,475.00
	LIBRARY FUND	$	56,940.37
	ROAD USE TAX FUND	$	70,999.40
	EMPLOYEE BENEFITS FUND	$	19,696.18
	CAPITAL PROJECT FUND	$	490,125.00
	CP - GRIMES COMMUNITY COM FUND	$	2,350.00
	WRA SANI SEWER PHASE 1 FUND	$	34,832.36
	ANNUAL WATER MAIN REPLACE FUND	$	16,760.00
	GRIMES LIBRARY BLDG FUND	$	26,517.10
	ANN TRAIL IMPRV & PLAN FUND	$	3,500.00
	WRA SANI SEWER PHASE 3 FUND	$	218,042.25
	WRA SANI SWR PHS 4 FUND	$	498,311.44
	WALLACE FARM FUND	$	12,150.81
	JACOB ST OVERLAY PROJ FUND	$	1,280.00
	GRIMESPLEX FUND	$	37,954.38
	11TH & GATEWAY SIGNAL FUND	$	12,758.00
	WATER PRODUCTION PROJECTS FUND	$	69,760.00
	NE DEST/NE BVRBROOKE IMP FUND	$	19,746.38
	SE TRL RDG RD RECONSTRUCT FUND	$	10,205.10
	FIRE STATION FUND	$	7,977.38
	SEWER COMPLIANCE PROJECT FUND	$	77,472.53
	EQUIP REVOLVING PROGRAM FUND	$	127,016.77
	WATER FUND	$	185,825.59
	WATER DEPOSITS FUND	$	3,223.85
	SEWER FUND	$	92,197.18
	LANDFILL/GARBAGE FUND	$	1,841.25

STORM WATER FUND	$ 19,389.64
	$ 2,768,347.96

AMAZON CLAIMS 09.12.23		
Charges	**Amount**	**Description**
Public Works	$29.82	Office supplies
	$229.00	Sign shop photo trimmer
Library	$540.29	Materials
	$12.99	Programming Supplies
	$21.60	Labels
	$48.99	Envelopes
Parks & Rec	$722.85	Pylons/down markers
	$83.43	Youth Program whistles
Dev. Services	$128.60	Code Books
	$1,817.57	

GRIMES RESOLUTION 09-0323

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

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

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

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

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

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

PASSED AND APPROVED THIS 12th DAY OF SEPTEMBER 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

110-250-6507
plow blades

EJS Supply
PO Box 161
Long Grove, IA 52756 US
+1 5632238501
alex@ejssupply.com
www.ejssupply.com

EJS SUPPLY

INVOICE

BILL TO
Jeremy Thayer
City of Grimes
1700 SE Destination Drive
Grimes, IA 50111

SHIP TO
Jeremy Thayer
City of Grimes
1700 SE Destination Drive
Grimes, IA 50111

PAID

INVOICE # 1710
DATE 08/24/2023
DUE DATE 09/23/2023
TERMS Net 30

SHIP DATE	SHIP VIA	TRACKING NO.
08/24/2023	Old Dominion Pro	# 78028105050

ITEM #	ITEM NAME	DESCRIPTION	QTY	RATE	AMOUNT
34A56636XB7	**34A56636XB7 KNA TUCA SX Wave 4' Carbide/Steel Snow Plow Blade**	KNA TUCA SX Wave - 4' - Carbide/Steel Snow Plow Blade; Punch 3", 3", 12" ctr P/N: 34A56636XB7	6	1,041.20	6,247.20
34A56736XB7	**34A56736XB7 KNA TUCA SX Wave 3' Carbide/Steel Snow Plow Blade**	KNA TUCA SX Wave - 3' - Carbide/Steel Snow Plow Blade; Punch 3", 3", 12" ctr P/N: 34A56736XB7	8	780.90	6,247.20
8Z8000011	**8Z8000011 KNA XC Plus Box 1 Right-Side Blade Saver/End Guard; Mtg Hardware; Mtg Instructions**	KNA Blade Saver - XC Plus Right - Box includes 1 Right-Side Blade Saver/End Guard; Mounting Hardware; Mounting Instructions. TUCA P/N: 8Z8000011	8	238.50	1,908.00

Sourcewell Contract ID # 131479

SUBTOTAL	14,402.40
TAX	0.00
TOTAL	14,402.40

610-815-6390
37th LS pump Repair

Page: 1

INVOICE

ELECTRIC PUMP

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0902564-IN
INVOICE DATE: 8/14/2023

ORDER NUMBER: 0153092
SHIPMENT DATE: 7/10/2023
SALESPERSON: CHAD SPARKS
CUSTOMER NO: 9863176
SOLD BY: CAC

20234818

SOLD TO:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111
United States

SHIP TO:
CITY OF GRIMES
3600 SE MIEHL DR
GRIMES, IA 50111
United States

PALL

CONFIRM TO:
DANI SCOTT 515-715-8927

REFERENCE:
MODY MSP3-100-4 110875541

CUSTOMER P.O.: DG - SE 37th St Lift Station FOB: SHIP VIA: UPS Terms: Net 30 Days

ITEM NO.	ORDERED	SHIPPED	BACK ORD	PRICE	UNIT	AMOUNT
			REPAIR QUOTE FOR MODY PUMP MSP3-100-4 SN:110875541 JOB LOCATION: SE LS			
*XY-00794	1.00	1.00	0.00 CHANNEL IMPELLER MSP3-100 CX3-100-DI-18 (TRIM: 12.18")	5,154.00	EACH	5,154.00
*YL-01439	1.00	1.00	0.00 O-RING KIT MSP3 W/ COOLING	753.00	EACH	753.00
*YL-01427	1.00	1.00	0.00 MSP3 SEAL CARTRIDGE ASSEMBLY	6,769.00	EACH	6,769.00
*YL-01004	1.00	1.00	0.00 MSP3-UPPER BEARING	538.00	EACH	538.00
*YL-01005	1.00	1.00	0.00 MSP3-LOWER BEARING	9.23	EACH	9.23
/PSMD	10.00	10.00	0.00 PUMP LABOR SEWAGE/SUBMERSIBLE	140.00	HOUR	1,400.00

***** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER $5,000.00 *****

All return goods must have written approval from Electric Pump, before returning.
Credit will not be issued without written approval : if applicable there will be a Restock Fee.

A 1.5% LATE CHARGE WILL BE ADDED TO
ACCOUNTS 30 DAYS AND OLDER.

Net Invoice:	14,623.23
Freight:	150.00
Sales Tax:	0.00
Invoice Total:	14,773.23

CUSTOMER

Original

600-810-650
Chlorine/antiscalant

INVOICE

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

PAID

Total Invoice	**$15,452.38**
Invoice Number	6554769
Invoice Date	8/15/23
Sales Order Number/Type	4328617 SL
Branch Plant	58
Shipment Number	5119053

Sold To: 117729
ACCOUNTS PAYABLE
CITY OF GRIMES
101 NE Harvey St
Grimes IA 50111-2051

7023489

Ship To: 135451
CITY OF GRIMES
7850 NW 128th St
Water Treatment Plant
Grimes IA 50111

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
9/29/23	Net 45	PPD Origin	HWTG			074

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41245	Azone 15 - EPA Reg. No. 7870-5	N	2,194.0000	GA	$2.7700	GA	22,137.5 LB	$6,077.38
		1 LB BLK (Mini-Bulk)		2194.0000	GA			22,137.5 GW	
2.000	59271	Vitec 3000	N	1.0000	TO	$3.7500	LB	2,500.0 LB	$9,375.00
		2500 LB TO		2500.0000	LB			2,675.0 GW	

Lot/SN: 124699

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Tax Rate	Sales Tax	
0 %	$0.00	**Invoice Total** **$15,452.38**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 617-8581
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: 180120759469
ABA/Routing #: 091000022
Swift Code#: USBKUS44IMT
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

600-810-659
ammonia, antiscalant ; POY

Original

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$16,745.96**
Invoice Number	6566903
Invoice Date	8/30/23
Sales Order Number/Type	4341857 SL
Branch Plant	58
Shipment Number	5136291

202349 00

Sold To: 117729
ACCOUNTS PAYABLE
CITY OF GRIMES
101 NE Harvey St
Grimes IA 50111-2051

Ship To: 135451
CITY OF GRIMES
7850 NW 128th St
Water Treatment Plant
Grimes IA 50111

PAID

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
10/14/23	Net 45	PPD Origin	HWTG			074

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	33384	Aqua Hawk® 347	N	330.0000	GA	$0.4800	LB	3,326.4 LB	$1,596.67
		1 LB BLK (Mini-Bulk)		3326.4000	LB			3,326.4 GW	
2.000	41869	LPC-31	N	330.0000	GA	$1.5349	LB	3,762.0 LB	$5,774.29
		1 LB BLK (Mini-Bulk)		3762.0000	LB			3,762.0 GW	
3.000	59271	Vitec 3000	N	1.0000	TO	$3.7500	LB	2,500.0 LB	$9,375.00
		2500 LB TO		2500.0000	LB			2,675.0 GW	

Lot/SN: 124699

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Tax Rate	Sales Tax	Invoice Total
0 %	$0.00	**$16,745.96**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 617-8581
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: 180120759469
ABA/Routing #: 091000022
Swift Code#: USBKUS44IMT
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

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www.hawkinsinc.com

Job# 3680322

600-810-6310

C-D

223912

WESTECH®

WESTECH ENGINEERING, LLC.
P.O. BOX 65068
SALT LAKE CITY, UTAH 84165-0068
Tel: (801) 265-1000
Fax: 801-265-1080
AR@Westech-inc.com

INVOICE

Invoice No.: 91230
Invoice Date: 05/30/23
Customer P.O. No.: KEVIN HENSLEY
Customer Job No.:

Job ID: 143811 - GF623180
Job Name: GRIMES, IA
Customer Account No.: GRI006
Payment Terms: NET 30 DAYS

Bill to:
GRIMES WTP
MHUGHES@GRIMESIOWA.GOV
1801 JAMES STREET NORTH
GRIMES, IA 50111
UNITED STATES OF AMERICA

PAID

Ship to:
GRIMES WTP
1801 JAMES STREET NORTH
GRIMES, IA 50111
UNITED STATES OF AMERICA

VESSCO, INC

Qty	Item No.	Description	Unit Price	Net Amount
1		SCRAPER DRIVE MAIN BEARING COMPONENTS FOR ONE EXISTING. TYPE "CSS" CONTRAFLO CONSISTING OF:	$6,659.00	$6,659.00
1		BEARING, PLAIN		
1		FIBERGLASS BEARING BEDDING MATERIAL		
1		GREASE LINES AND FITTINGS		
1		ASSOCIATED FASTENERS		
1		SERVICE TO INSTALL ABOVE PARTS. SERVICE FOR TWO MEN IN ONE TRIP AND UP TO THREE DAYS ON SITE.	$6,774.00	$6,774.00
1		EXTRA SERVICE DAYS, EXTRA TRIP EXPENSES	$3,782.00	$3,782.00
2		CHAIN, RIVETED ROLLER, ANSI 100, SINGLE STRAND, 96 PITCHES	$541.00	$1,082.00
1		BEARING, PILLOW BLOCK 2.4375"	$491.00	$491.00
1		BEARING, 4 BOLT FLANGE 2.4375"	$491.00	$491.00

IA TAX EXEMPTION ON FILE

VIA ELECTRONIC TRANSFER
WESTECH ENGINEERING, LLC
C/O WELLS FARGO BANK
SALT LAKE CITY, UTAH 84111

ACCOUNT NO: 4945003200
ABA ROUTING NO: 121000248
SWIFT: WFBIUS6S

Subtotal:	$19,279.00
Taxes:	
Total: US DOLLARS	$19,279.00

All accounts not paid after invoice due date will be charged a finance charge of 1 1/2% per month which is an annual rate of 18%.
Customer agrees to pay all cost and expenses, including reasonable attorney's fees and court cost incurred in case of default in compliance with terms.
Any invoices paid by credit card will be charged a credit card processing fee up to the allowable limit, where state law allows.

BERENS-TATE CONSULTING GROUP
SPECIALIZING IN PUBLIC SECTOR ACCOUNTING AND FINANCE

10050 REGENCY CIRCLE
SUITE 110
OMAHA, NEBRASKA 68114
(402) 391-6188
FAX (402) 391-7363

V C-O

PAID

08/31/2023

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES IA 50111

ACCOUNT NO: 748600-000M

ATTN: MARCIA WOODKE

08/31/2023	ARBITRAGE REBATE REPORT FOR THE FOLLOWING BONDS:	
	City of Grimes, Iowa $9,855,000 General Obligation Corporate Purpose Bonds Series 2018A	2,500.00
	City of Grimes, Iowa $8,385,000 General Obligation Corporate Purpose Bonds Series 2020A	3,000.00
	City of Grimes, Iowa $8,585,000 General Obligation Corporate Purpose Bonds Series 2021A	2,500.00
	City of Grimes, Iowa $3,755,000 General Obligation Local Option Sales, Services and Use Tax Bonds Series 2021B	2,500.00
	FOR PROFESSIONAL SERVICES RENDERED	10,500.00
	TOTAL	10,500.00
	BALANCE DUE	$10,500.00

#001-650-6490
Bond arbitrage
MW

THANKS

C-O
I-M

202 34786

CONFLUENCE

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

EAU

City of Grimes, IA
Brian Becker
Parks and Recreation
410 SE Main Street
Grimes, IA 50111

Invoice number 27028
Date 08/16/2023

Project **21401-01 Wallace Park – Phase One**

Professional Services through August 10, 2023

Send invoice to: bbecker@grimesiowa.gov; accountspayable@grimesiowa.gov

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1: Site Survey - Nilles & Associates	26,200.00	100.00	26,200.00	26,200.00	0.00
Task 2: Wetlands Delineation - Nilles & Associates	18,100.00	100.00	18,100.00	18,100.00	0.00
Task 3: Soil Borings - Terracon	11,300.00	100.00	11,300.00	11,300.00	0.00
Task 4: SD, DD and CD	108,000.00	73.26	67,000.00	79,120.00	12,120.00
Task 5: Master Plan Video	7,200.00	100.00	7,200.00	7,200.00	0.00
Total	170,800.00	83.09	129,800.00	141,920.00	12,120.00

Reimbursable Expenses

Reimbursables

	Date	Units	Rate	Billed Amount
11x17 Color				
	08/01/2023	6.00	1.50	9.00
8.5x11 Color				
	08/01/2023	2.00	0.75	1.50
	Subtotal			10.50
Madison Dierks				
Per Miles				
	08/01/2023	31.00	0.655	20.31
	Phase subtotal			30.81
			Invoice total	**12,150.81**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
27028	08/16/2023	12,150.81	12,150.81				
	Total	12,150.81	12,150.81	0.00	0.00	0.00	0.00

GREATER DES MOINES
PARTNERSHIP

700 Locust St., Ste. 100
Des Moines, Iowa 50309
p: (515) 286-4950
DSMpartnership.com

Rochelle:

As the new President & CEO of the Greater Des Moines Partnership, I would like to thank you for your support in the Greater Des Moines (DSM) region and The Partnership.

Your investment helps ensure DSM's success in spurring economic development, attracting, retaining, and developing talent, supporting small businesses and more. We are grateful for your commitment.

DSM has experienced significant momentum as the fastest-growing region in the Midwest in terms of percentage of population, gross domestic product, and employment growth. We continue to gain national rankings from publications including *U.S. News & World Report*, *MarketWatch*, *Site Selection Magazine* and many more. Additionally, the region was recently ranked the #1 place to live for Young Professionals, according to *Forbes*. Your investment in The Partnership is an investment in DSM, and a strong future for us all as One Partnership.

Please find attached an invoice for 2023. If you have any questions, feel free to reach out to me directly or contact Angie Stepsis, Chief of Staff at The Partnership, at astepsis@dsmpartnership.com.

Additionally, I am conducting an 11-county listening tour which includes meeting with community leaders and members throughout DSM. If you are interested in a one-on-one meeting, please let Lisa Chicchelly at lchicchelly@dsmpartnership.com and I know. We will work with you to get a meeting date and location secured.

Thank you for your commitment to our shared goals. Together, we will continue to advance our region and work collaboratively as One Partnership.

Please reach out any time we can provide you, your team, or organization, help or support.

Sincerely,

Tiffany Tauscheck

Tiffany Tauscheck
President & CEO
Greater Des Moines Partnership
ttauscheck@DSMpartnership.com
Office: (515) 286-4954
Cell: (515) 491-9350

GREATER DES MOINES PARTNERSHIP

C-O

Invoice
Invoice Date: 8/11/2023
Invoice Number: 4018649
Account ID: [account]

Greater Des Moines Partnership
700 Locust St.
Ste. 100
Des Moines, IA 50309
(515) 286-4950 | fax: (515) 286-4902
info@dsmpartnership.com

REC'D AUG 23 2023

2023 Investor Commitment

601.650.6499

City of Grimes
Ms. Rochelle Williams
101 N.E. Harvey St.
Grimes, IA 50111-2051

PAID

Due Date
8/11/2023

Description	Quantity	Rate	Amount
Investor Commitment			
		Total Due:	**$10,000.00**
		Payment/Credit Applied:	**$0.00**
		Balance Due:	**$10,000.00**

Pursuant to the Omnibus Budget Reconciliation Act of 1993, 5% of your investment which supports governmental affairs activities is no longer deductible. However, 95% of your investment may be deductible as an ordinary business expense. The Greater Des Moines Partnership is a 501(c) 6 organization.

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of
Aug. 2022

AGENDA HEADING:

Resolution approving an investment pledge to the Greater Des Moines Partnership (GDMP).

SYNOPSIS:

The City has supported the GDMP for many years in order to promote the Greater Des Moines Region and to benefit from the economic development leads that are funneled to the region through the GDMP. Specifically, leads that landed in Grimes with the Partnership's assistance include Hy-Vee, Inc., Daimler Trucks North America, Insta-Pro International, and Amazon. Additionally, the GDMP hosts monthly economic development practitioners' meetings that allow staff to coordinate on a regional basis. Finally, staff also participates in the GDMPs regular Development Council meetings that provide opportunities to interface with the region's top real estate development firms.

FISCAL IMPACT:

The resolution authorizes the City Administrator to sign a pledge of $10,000 per year for 5 years subject to the City Council's annual budget approval and approval of the disbursement though the regular claims list. This pledge is consistent with the pledges of Altoona, Clive, Johnston, and Waukee.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

REC'D AUG 25 2023

INVOICE

4-0

INV87594

IMWCA
IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
500 SW 7TH STREET, SUITE 101
DES MOINES, IA 50309-4506
PHONE: 800-257-2708

DATE

9/1/2023

PAGE: 1

PAID

Mbr No: 0136 Member Name: Grimes, City of

Grimes, City of
101 N. Harvey Street

Grimes IA 50111

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	GRIME001	AG0209				

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL3	Installment 3 - Work Comp Prem 23-24			14,921.00	$14,921.00

112.150.6160 2088.94
112.160.6160 9997.07
112.210.6160 2834.99

This invoice is due by October 1, 2023.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	$14,921.00
Bond Credit	$0.00
Misc	$0.00
Total	$14,921.00

Council Meeting September 12, 2023

ABD RENEWAL

1. **Destination Grille LLC**: Heritage Park Special Class C Retail, Special Event September 29th.

2. **The Repair Shop: 3100 SE Grimes Boulevard** Class C Liquor Special Event September 18th.

RESOLUTION NO. 09-0423

RESOLUTION APPROVING STATE OF IOWA ALCOHOL LICENSES

WHEREAS, the Grimes City Code 5-1-4 states the City Council shall either approve or disapprove the issuance of liquor licenses or retail wine and beer permits;

WHEREAS, after consideration by the City Council the City Clerk shall forward such decision on to the Iowa Alcoholic Beverage Division for further action;

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

The attached (Exhibit A) Alcohol Licenses shall be approved.

PASSED AND APPROVED this 12th day of September 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

CITY OF GRIMES

ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Destination Grille

Establishment Address: Heritage Park- NE Beaverbrooke Blvd.

License Class: X Special Class C Retail Alcohol License

Privileges: Outdoor Service X Catering New ☐ Renewal

Fire Department Approval

Fire Inspection Date: N/A

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes ☐ No ☐ NA

Reason for not approving: _____

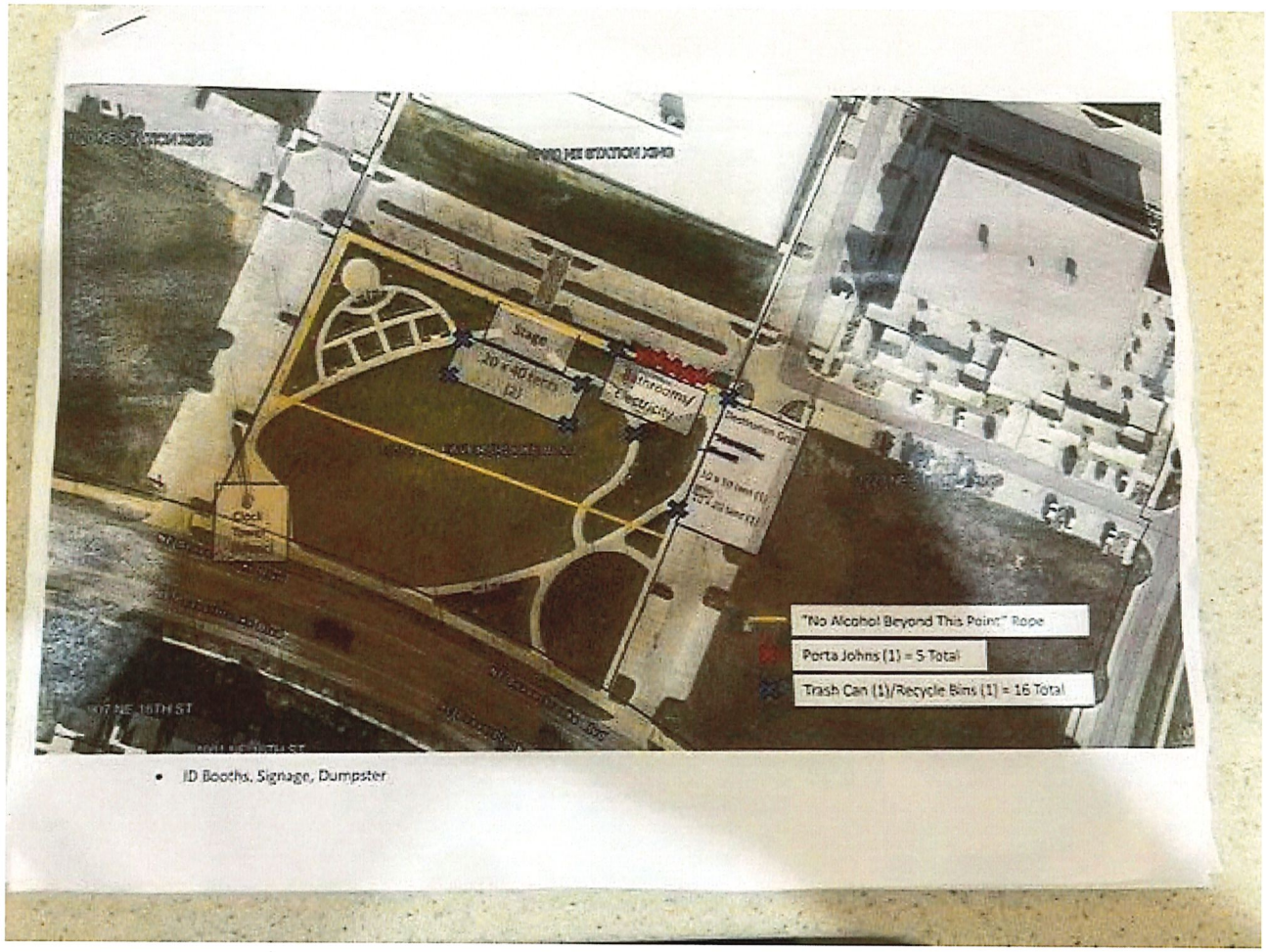
Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐ NA

Reason for not approving: _____

Planning Signature: _____



- ID Booths, Signage, Dumpster

CITY OF GRIMES

ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: The Repair Shop- Apres Bar Co.
Establishment Address: 3100 SE Grimes Blvd

License Class: X Class C Retail Alcohol License

Privileges: Outdoor Service X Catering X New ☐ Renewal

Fire Department Approval

Fire Inspection Date: N/A

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____

Grimes Blvd
SE Gateway Dr
Johnson Dr
SE Grimes Blvd
Diabetic Equipment And Supplies
The Repair Companies Shop
Southern Wine & Spirits
Restrooms
Signs posted no alcohol beyond this point.
BAR
Signs posted no alcohol beyond this point.
Signs posted no alcohol beyond this point.
Hicklin Power Sports
Motorcycle dealer
GoodBeards
vices
n & Mitigation

Reports & Correspondence

JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT
6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

August 2023 service calls

434 calls across all districts

Total calls **increased greatly** from July's total (353).

Station 37 (G37) – 107 calls

Station 38 – Grimes district (G38) – 38 Johnston district (J38) – 76

Station 39 – 179 New NW Area (J37) - 2

15 Mutual Aid Given calls: SAY – 13, GRA – 3 PC – 3, URB – 3, ALT – 1, ANK – 8,
Mutual Aid Received – 41 agency responses

EMS calls – 78.34% Fire/other calls – 21.66%

12 incidents in Category 1 - 8 structure fires, 2 vehicle fires, 2 grass fire
5 incidents in Category 2 – Excessive heat/scorch burns with no ignition
297 incidents in Category 3 – Rescue/EMS
4 incidents in Category 4 - Hazardous Condition which is gas leaks, chemical spills, power lines down.
34 Service Calls in Category 5 – 18 assists, 4 public service requests
34 Good Intent Calls in Category 6
32 False Alarms in Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units
8/7/23 House Fire in Johnston on NW 54th CT
8/7/23 House Fire in Saylor Township. JG Crews assisted with Fire Attack
8/11/23 Apartment deck fire put out by fire sprinklers on NW 106th St. in Johnston
8/11/23 House Fire in Saylor Township. JG crews assisted with fire extinguishment
8/14/23 Storage Unit fire in Ankeny. JG crews assisted with fire extinguishment with Tower 385
8/17/23 Residential fire in Ankeny. Tower 385 assisted with overhaul
8/26/23 Apartment fire in Johnston on Meadow Crest Dr. Started as Deck fire and extended to vinyl siding
8/29/23 Dispatched for medical standby for fire crews at Polk City Fire

Items of interest:
28E signed by both cities.

GREATER DES MOINES PARTNERSHIP

700 Locust St., Ste. 100
Des Moines, Iowa 50309
p: (515) 286-4950
DSMpartnership.com

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Please find attached an invoice for 2023. If you have any questions, feel free to reach out to me directly or contact Angie Stepsis, Chief of Staff at The Partnership, at astepsis@dsmpartnership.com.

Additionally, I am conducting an 11-county listening tour which includes meeting with community leaders and members throughout DSM. If you are interested in a one-on-one meeting, please let Lisa Chicchelly at lchicchelly@dsmpartnership.com and I know. We will work with you to get a meeting date and location secured.

Thank you for your commitment to our shared goals. Together, we will continue to advance our region and work collaboratively as One Partnership.

Please reach out any time we can provide you, your team, or organization, help or support.

Sincerely,

Tiffany Tauscheck

Tiffany Tauscheck
President & CEO
Greater Des Moines Partnership
ttauscheck@DSMpartnership.com
Office: (515) 286-4954
Cell: (515) 491-9350

GRIMES RECEIVES ACCREDITATION FROM THE STATE LIBRARY OF IOWA

DES MOINES—The State Library of Iowa has announced that the Grimes Public Library has met the conditions for state accreditation as outlined in "In Service to Iowa: Public Library Standards Sixth Edition."

Achieving accreditation requires a significant, ongoing local commitment to high quality library services. The Grimes Public Library has been recognized for its efforts in all areas of library operations including governance and funding, staffing, library collection, services, public relations, access, and facilities. The accreditation status begins July 1, 2023, and is valid through June 30, 2026.

"The director and board of trustees of the Grimes Public Library and the City of Grimes are to be commended for this achievement and their commitment to excellence in public library services for their community," said State Librarian Michael Scott.

Of Iowa's 543 public libraries, 414 – including the Grimes Public Library – are accredited. Iowa's accredited public libraries are recognized for being responsive to their communities and for exhibiting excellence in their provision of library services. Almost two-thirds of all Iowans have active public library cards. Iowa libraries play key roles in workforce and economic development, lifelong learning and e-government activities. Iowans use their libraries to find jobs, do homework, locate a good book to read, research legal information, access government information, and more.

Accredited libraries receive a higher rate of compensation through the State Library's Enrich Iowa program. They also receive a Certificate of Accreditation signed by Governor Kim Reynolds, Lieutenant Governor Adam Gregg, State Librarian Michael Scott, and Iowa Commission of Libraries Chair Zachary Stier.

For more information on the State Library's accreditation program, and to view the Public Library Standards, go to https://www.statelibraryofiowa.gov/index.php/libraries/search/accred-stand.

# # #

MINUTES

Polk County Emergency Management Commission

Full Commission

Meeting Date/Time:
TUE 16-AUG-2023
1400 Hours

Location:
Polk County EOC
1907 Carpenter Ave.
Des Moines, Iowa 50314

Virtual Option Available –
See page 2 for registration.

Distributed on: 20-AUG-23

In-person attendance is preferred. If unable to attend in person a virtual option is available by registering here: https://us06web.zoom.us/meeting/register/tZAsdemrrT8pH9SRNdHo8jKhZ3vqd2kS1w5Y

I. **Call to Order** – at 1401 by Acting Chairperson Clark

II. **Roll Call and Introductions** –

A. **Members** (*Member of the Commission's Executive Committee)

☒ Alleman	☐ Des Moines* (C)	☒ Pleasant Hill	☐ Runnells
☐ Altoona*	☐ Elkhart	☐ Polk City	☒ Urbandale
☒ Ankeny	☒ Grimes	☒ Polk County BOS	☒ West Des Moines*
☒ Bondurant	☒ Johnston*	☒ Polk County Sheriff* (VC)	☒ Windsor Heights
☒ Clive	☐ Mitchellville		

B. **Staff** Mumm, Geisinger, Nordmeyer, Bearden, Stufflebeam, McIntyre

C. **Guests/Public** - Cassie Hentzel and Michele Bischof

III. **Approval of Agenda** – **Commission Action:** Motion by Pleasant Hill, seconded by Bondurant to approve the agenda as presented. Motion passed unanimously.

IV. **Approval of Previous Meeting Minutes**– 17-May-2023 (draft minutes distributed 22-May-2023) **Commission Action:** Motion by Ankeny, seconded by Johnston to approve the previous meeting minutes as distributed. Motion passed unanimously.

V. **Programs, Presentations, Invited Guests or Speakers** – none scheduled

VI. **New Business and Action Items**

A. **Consideration for approval Emergency Support Function #2: Communications** – ESF#2 has been reviewed by subject matter experts as well as wider stakeholders. Their comments have been integrated therein and the annex is recommended for adoption. Attachment to email. **Commission Action**: Motion by Ankeny seconded by Pleasant Hill to approve the proposed ESF #2 Communications as presented. Motion passed unanimously

B. **Consideration for approval Emergency Support Function #10: Hazardous Materials** - ESF#10 has been reviewed by subject matter experts as well as wider stakeholders. Their comments have been integrated therein and the annex is recommended for adoption. Attachment to email. **Commission Action**: Motion by Bondurant seconded by Ankeny to approve the proposed ESF #10 Hazardous Materials as presented. Motion passed unanimously

C. **Consideration for approval Emergency Support Function #13: Law Enforcement & Security** – ESF#13 has been reviewed by subject matter experts as well as wider stakeholders. Their comments have been integrated therein and the annex is recommended for adoption. Attachment to email. **Commission Action**: Motion by Johnston seconded by Urbandale to

approve the proposed ESF #13 Law Enforcement & Security as presented. Motion passed unanimously

VII. Old Business –

A. **CAD to CAD Project – Commission oversight of "Authority" – Attachment #1.** Executive Committee Action: Approved 4-1 the following motion regarding the Intergovernmental Agreement Forming and Empowering the Central Iowa Pubic Safety Communications Technology Authority (the IGA): ***The EM Commission's Executive Committee recommends that the Full Emergency Management Commission approve the development of a Central Iowa Public Safety Communications Technology Authority workgroup following the structure and providing the functions outlined in the draft IGA.*** *It is anticipated that the working group will continue progress of the CAD-to-CAD project as well as formulation of future recommendations regarding approval of the IGA, funding solutions, etc., for consideration by the full Commission.* **Commission Action**: Motion by Johnston seconded by Pleasant Hill to approve the recommendation from Executive Committee. Motion passed unanimously.

VIII. Reports and Discussion – Mumm dispensed with the following report to the commission members

A. Administration and Finance
   1. Staff/Personnel:
      a) **Resiliency Coordinator** – 24 applications received, 8 initial interviews conducted, 3 finalists selected for second interview, 1 finalist withdrew prior to interview, 2 finalist interviews conducted on 9-August.
   2. Commission By-Laws:
   3. Budget:
      a) **Monthly Budget Report** – Attachment #2
      b) **28E Agreement Local Resolutions –** updated agreement signatures received and filed with Polk County Recorder's Office.
   4. Grants Management –
      a) **EMPG –** received $39,000 used for personnel expenses.
      b) **Coronavirus Relief Funds (Cares Act Funding) –** CAD to CAD ($4.9M)
      c) **Iowa Events Center -** NOI accepted by HSEMD for $780K application for security equipment submitted by EMA on behalf of Iowa Events Center. Preliminary award notification of $380K received pending final approval by state and federal authorities.
      d) **Mitigation Planning –** Application submitted for countywide hazard mitigation planning grant. Selected contractor. Kickoff meeting being scheduled for September.

B. Hazard Identification, Risk and Capability Assessment –
   1. **Updated HARA -** expected to be part of scope of work for Mitigation Planning updates in 2023-2024

C. Resource Management
   1. **Resource Typing –** 2023 process considered closed. 2024 process to begin in February 2024.

D. Planning
1. **Comprehensive Emergency Plan (CEP) –** Covered under New Business.
2. **EMA Strategic Plan –** Director and Deputy Director currently inventorying programs and projects for prioritization.
3. **Multi-jurisdictional Hazard Mitigation Plan –** Kickoff meeting scheduled for September. Due date for approved plan is July 2024.
4. **Active Threat Working Group –** Training and exercises continue in various forms and locations. EMA will reconvene a small working group among CIEMSD, PCFCA, PLEXA and Communications organizations to discuss potential next steps.
5. **Planned Events –**
   a) **RAGBRAI –** July 22-29, 20023; completed. AAR on 4-Aug-2023.
   b) **Iowa State Fair –** August 10-20, 2023

E. **Direction, Control, and Coordination –** none

F. **Damage Assessment** – none

G. **Communications and Warning**
1. **911 Service Board Updates –**
   a) **EM Commission Acting as 911 Service Board** – The 911 Service Board Chairperson suggested to the Service Board's Executive Committee that thought should be given to joining EM Commission and Service Board. No immediate action expected.
   b) **Fiscal Agent –** Transfer of responsibility from PCSO to EMA is pending financial procedures review to identify a financial starting point. The plan is for policy adoption and initiation of responsibilities in 2023. Polk County Board of Supervisors signed contract with Forvis for independent financial procedures review.
   c) **CAD to CAD Project –** Covered under Old Business.
2. **PSAP Advisory Committee –**
   a) **Alert Iowa–**maintaining status.
3. **Metro Interoperability Committee –**
   a) **MICS review –** MICS in the process of decommissioning. Michele Bischof recommended language to be changed to "downsizing" and not "decommissioning."
   b) **Regional Interoperable Communications Plan (RICP)** committee will re-engage on this topic as defined by new direction of 911 Service Board.
   c) **Update ATWG ConOps Comms Plan**
   d) **Planned Events Interoperable Communications Planning –** Ironman, RAGBRAI, and Iowa State Fair
4. **Outdoor Warning Sirens –**
   a) **Monthly System Testing** – Unchanged - "Go/NoGo" coordination prior to monthly test
   b) **Long-Term Sustainment of Countywide Siren System–** discussion deferred to mitigation planning updates
   c) **Mitigation Project Notice of Interest (NOI) –** submitted NOI to HSEMD for countywide polygon-based warning system and needed siren hardware upgrades to enable the system. Based on outcome of NOI, a full project application would be the next step.

H. **Operations and Procedures**
1. **EOC Operations Guidebook –** on hold, pending other priorities.

I. **Training –**
   1. **Comprehensive Training Program –** under development
   2. **Offerings:** see Polk Co EMA web site for more information
   3. **Lunch and Learn:** plan to resume sessions in September

J. **Exercises –**
   1. **Comprehensive Exercise Program** – under development

K. **Public Education, Outreach and Information –**
   1. Unity Point Hospice – August 1, 2023
   2. EMC Insurance Conference – October 31, 2023

L. **Homeland Security –** None

IX. **Open Discussion —**None

X. **Upcoming Meetings:**

2023 Full Commission Meetings: Start Time 2:00 pm

~~February 15~~
~~May 17~~
August 16
November 15

2023 Executive Committee Meetings: Start Time 7:30 am

~~January 10~~
~~February 7~~
~~March 14~~
~~April 11~~
~~May 9~~
~~June 13~~
~~August 8~~
September 12
November 7
December 12

XI. **Adjourn –** at 1430 by Acting Chairperson Clark. No objections.

Full Name	Category	Location	Agency/Organization
A.J. Mumm	Full Commission Meeting	EOC	PCEMA
Craig Alan Leu	Full Commission Meeting	EOC	West Des Moines Fire Department
David ness	Full Commission Meeting	EOC	Des Moines Police Department
Ryan Hall	Full Commission Meeting	EOC	West Des Moines Fire Department
Mike Cardwell	Full Commission Meeting	EOC	Urbandale FD
R. Vance Swisher	Full Commission Meeting	EOC	Ankeny Fire Department
Logan Carpenter	Full Commission Meeting	EOC	City of Alleman
Shari Buehler	Full Commission Meeting	EOC	City of Alleman
Brett McIntyre	Full Commission Meeting	EOC	Polk County Emergency Management Agency
Len Murray	Full Commission Meeting	EOC	City of Pleasant Hill
Aaron Kreuder	Full Commission Meeting	EOC	Bondurant Emergency Services
Michele Bischof	Full Commission Meeting	EOC	City of Des Moines Fire
Jim Clark	Full Commission Meeting	EOC	JGMFD
Tracey L Bearden	Full Commission Meeting	EOC	PCEMA
Cameron Stufflebeam	Full Commission Meeting	EOC	PCEMA
Dutch Geisinger	Full Commission Meeting	EOC	Polk county emergency management
Cassi Hentzel	Full Commission Meeting	EOC	Ema
Patty Nordmeyer	Full Commission Meeting	EOC	Polk County EMA
Rick Roe	Full Commission Meeting	Zoom	Clive
Mike Jones	Full Commission Meeting	Zoom	Windsor Heights

MidAmerican Energy Company
106 East Second Street
Davenport, IA 52801

April 10, 2019

ICFF01240000350101080 30

720 1 MB 0.428
**********MIXED AADC 612
JEANNETTE A VOLZ
15945 MILTON PT
ALPHARETTA GA 30004-8065

Reference: Account 23971-27054
5715 MERLIN LN
COUNCIL BLUFFS IA 51501

Dear Jeannette Volz:

We know you count on us to provide safe and reliable electric service, so periodically we work to prune or remove trees at risk of damaging power lines or causing service interruptions. In the next few weeks, MidAmerican Energy contractor Wright Tree Service will begin tree work in your neighborhood.

Before work begins, you should receive an automated phone call alerting you that crews will be in your area. If you have any questions or concerns about how trees on your property may interact with power lines call us at 888-427-5632.

Our contract crews use industry best practices to prune only those limbs that have electric line clearance and safety issues. Vines and vegetation attached to poles and other electrical equipment also will be removed. Trees in neighborhoods near high voltage lines that serve numerous customers will be pruned to ensure safe and reliable service. We may also prune tree limbs away from the service line that runs from the pole to your electric meter so that the limbs are not putting pressure or redirecting your electric service line. The debris created by this work will be chipped and hauled away.

If there are trees along the right of way you are considering removing that are in close proximity to high voltage lines, you may request to have the trees further assessed by a local MidAmerican district forester. We will consider removing a tree if it is diseased, dying, storm-damaged or has the potential to negatively impact the high voltage lines. There is no charge for these services. We will not remove trees near lower voltage service lines.

If you have underground electric service or do not have trees near MidAmerican’s electric lines, you are receiving this letter because your property is connected to the electric system where work will occur. You may notice tree trimming crews parked on your street or working in your neighborhood along the roadside or in backyards. While these crews may not need to perform work on your property, we want you to be aware of personnel working in your area.

(OVER PLEASE)

If you have any questions or concerns about your trees that may be in conflict with overhead power lines, or if you would like to make us aware of specific neighborhood tree issues, please e-mail trees@midamerican.com or call 888-427-5632 to speak with a customer service representative who will direct your message to your local MidAmerican forester.

Sincerely,

MidAmerican Energy Company
Vegetation Management

The Emerald Ash Borer is a small beetle which bores into the bark of an ash tree and feeds on the cambium layer, ultimately leading to the tree's decline. EAB infestations have been confirmed throughout MidAmerican Energy's service territory. If you have ash trees on your property near electrical equipment, reach out to us and we can have a local forester assess your situation. If you have any questions about the EAB in Iowa, please contact the Iowa Department of Agriculture at 515-725-1470 or visit **www.IowaTreePests.com**.

Oak wilt is a fungal disease affecting oak trees. One way the disease is spread is by small sap-feeding beetles. To help prevent the spread of oak wilt, our contract crews do not trim oak trees between March 15 and September 30 when the insects are active. We record these "oak skips" and will return to trim these oak trees October through February. If oak trees must be trimmed for safety or to maintain service, personnel will seal the cuts made in the oak trees with latex paint to stop the flow of sap.

Contact us any time for more information about the Emerald Ash Borer, ash tree removal, oak wilt disease or MidAmerican Energy tree trimming work. Call us at 888-427-5632, email trees@midamerican.com or request tree trimming online at **MidAmericanEnergy.com/tree-trimming**.

DEP211 Circuit Overview - Grimes, IA

August 28, 2023

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

WHAT TO KNOW ABOUT **PRUNING SERVICES**

SAFETY AND PROFESSIONALISM

- Minor pruning will be conducted around your service line during routine maintenance.
- We employ arborists certified by the International Society of Arboriculture to manage our tree program.
- Our vegetation management program is based on industry pruning best practices.
- MidAmerican Energy has been recognized as a Tree Line USA utility by the Arbor Day Foundation and the Iowa Department of Natural Resources since 2001.
- When you need to work near a service line on your property, MidAmerican Energy will assist in safe disconnection of service.

REQUIRED PRUNING SERVICES

Pruning trees around power lines eliminates safety hazards to keep you safe, and decrease potential electrical service disruptions.

Pruning is required when branches grow near power lines for a variety of reasons:

- Branches growing close to electrical lines or equipment can break and interrupt service in windy conditions.
- Trees near power lines are dangerous to anyone climbing them.
- Fast growing trees require greater clearance than slow growing trees.
- Any time tree growth threatens the safety or reliability of service.

PRUNING ACCORDING TO BEST PRACTICES

We follow natural pruning best practices. Natural pruning is removing a limb to the point where it grows from the tree – this is called a node.

- Making cuts at the node protects the tree naturally and prevents decay. While the node may seem far from power lines, cutting there allows the tree to heal naturally and block out diseases.
- Limbs not cut at the node pose hazards like decay and watersprouts or suckers. Watersprouts can easily break during storms, posing further risks.

Proper cut is made just outside of the branch collar.

If only one side of your tree has been pruned, don't be concerned about its stability. Trees are balanced and anchored by extensive underground root systems. Removing healthy limbs from the other side of the tree to balance out curb appeal can jeopardize the health of the tree.

DECIDUOUS DIRECTIONAL PRUNING
Branches are left to grow away from wires.

EVERGREEN SIDE PRUNING
Side branches are trimmed to the branch collar of the trunk.

DEBRIS REMOVAL

During scheduled pruning activities MidAmerican Energy crews will cut and remove debris. Stumps will be cut close to the ground and treated. Mulch and wood can be left, upon request.

When you request pruning services, all debris will be left. Major work, like dead tree removal, is the responsibility of the property owner.

When clearing storm-damaged limbs, all debris is left. Consult your city or county vegetation management program for debris removal following severe weather events.

Pruning near power lines is dangerous and should only be completed by qualified professionals. If your qualified arborist needs to work on trees near power lines or equipment, call 888-427-5632 and a utility arborist will inspect the tree to make the area safe.

PLAN

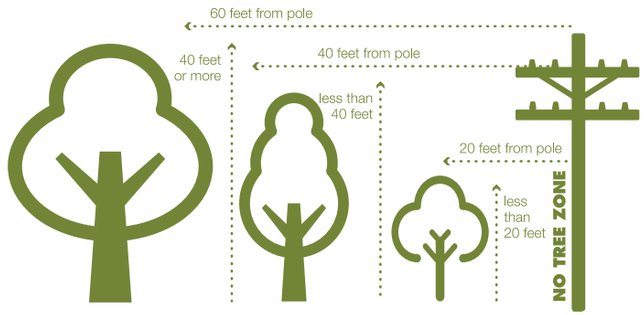
Before planting trees on your property, call 811. By law, you must call 811 to have underground utilities marked two full working days before digging.

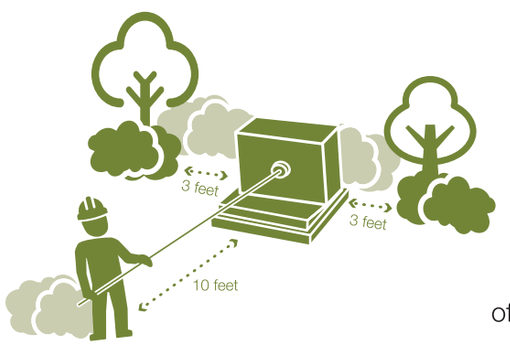
Next, look around and look up to check for power lines and utility boxes. Plan to plant trees a safe distance away from power lines or utility boxes. Consider how big the tree will grow as it matures before deciding where to plant it. If you do not know how large a tree will grow consult your local tree farm, landscaper, arborist, or cooperative extension service for assistance.

PLANT

Use these guidelines to plant trees a safe distance away from power lines:

- **Small trees** (under 20 feet at maturity) – These are the only trees that are safe to plant within 20 feet of a power line pole.
- **Medium trees** (between 25-40 feet at maturity) – These should be planted over 40 feet away from a power line pole.
- **Large trees** (40 feet or larger at maturity) – These should be planted over 60 feet away from a power line pole.





KEEP ACCESS TO TRANSFORMERS CLEAR

Transformers are green metal utility boxes mounted on a small concrete or fiberglass pad in your neighborhood. To allow our crews space to work inside these transformers, do not plant shrubs or trees within 10 feet of the front and 3 feet of the sides of the box.

PRUNE

We provide pruning services to keep lines clear as part of your electrical service at no additional cost.

MidAmerican Energy will notify you with a letter or an automated phone call before tree pruning begins in your area. If branches are already touching or close to power lines, we may need to enter the property quickly without advance notice. Tariffs and franchise agreements filed with your state utility board allow us to access our power lines for maintenance activities.

BOTTOM LINE

Proper planning, planting and pruning creates healthy, beautiful trees, and decreases the potential for service disruption in your neighborhood.

Pruning information
888-427-5632
trees@MidAmerican.com

Power out
800-799-4443

Gas leak
800-595-5325

811 Before planting, call 811 to have underground utilities marked

Know what's **below.** **Call** before you dig.

MIDAMERICAN ENERGY COMPANY

24-580 | 9/18/18

PLAN, PLANT AND PRUNE TREES

TO PREVENT INTERFERENCE WITH POWER LINES

MIDAMERICAN ENERGY COMPANY

IOWA LEAGUE of CITIES

500 SW 7th Street, Suite 101
Des Moines, IA 50309-4506
www.iowaleague.org

September 1, 2023

TO: Mayors

FROM: Alan W. Kemp, Executive Director

SUBJECT: If I Were Mayor Essay

I would like to invite your city and the students in your community to participate in a fun program to help them get excited about local government! The Iowa League of Cities is holding the annual If I Were Mayor Essay Contest. The contest is sponsored by Snyder & Associates and is open to all 7th-grade students in Iowa. Regional winners will receive a $250 college scholarship, with one statewide winner receiving a $500 scholarship. Winners will also be formally recognized at a special ceremony in the spring of 2024.

This contest is an exciting opportunity for students to think about their communities and to learn about local government in a way that allows them to form and express ideas regarding citizenship and leadership.

I am providing you with a brochure that has been sent to 7th-grade english and social studies teachers across the state. In the letter to the teachers, we suggest that mayors or other city officials be invited into the classroom as a way to kick off the contest. I hope you can take the time to discuss this contest with 7th-grade teachers in your community or offer to discuss the important role of local government with students directly. Included with this letter is a handout that has basic talking points for a school visit as well as other ideas to involve youth in local government.

We believe this to be a fun, informative project that hopefully will be well received in your community. Please do not hesitate to contact us if you need further information or if we can be of additional assistance.

Thank you for providing guidance for the future leaders of Iowa. Please do not hesitate to contact us at (515) 244-7282 if you need further information or if we can be of additional assistance.

Sincerely,

Alan W. Kemp

Alan W. Kemp
Executive Director

City Government 101

The following is information to share during school visits, open houses or wherever it makes sense in your community.

The Role of Elected City Officials

Mayor: The mayor is the chief executive officer of the city and presides over council meetings. This means the mayor manages the meetings and maintains order. In cities without a city manager or administrator, the mayor also typically supervises city staff. The mayor also has a role in signing or vetoing ordinances and resolutions passed by the council.

Council: The authority of the city resides in the city council. The council votes on and passes motions, resolutions and ordinances. Resolutions are statements of policy, and ordinances are the laws of the city. The votes of each council member are recorded in the minutes of the meeting. The council also approves the annual budget, contracts, city policies, zoning changes, expenditures and much more.

Statewide City Facts

- There are 500 cities with fewer than 500 in population; 274 from 500 to 2,000; 125 from 2,001 to 10,000 and 42 with more than 10,000.
- Incorporated cities in Iowa range in population from 11 (LeRoy) to 203,433 (Des Moines).
- 81% of the state's 3.2 million residents live in an incorporated city.
- 97% of cities use the Mayor-Council Form of Government. This form has a mayor elected at-large and, typically, five council members elected at-large or by ward.
- One of the many important services a city provides is access to clean drinking water. If you drank bottled water every day for 70 years, it would cost about $101k; the same for tap water costs roughly $40. (Source: Des Moines Water Works)

Typical City Services

- Public Safety: This can include police, fire, emergency management, animal control and emergency medical services.
- Public Works: This can include snow removal, garbage collection and street and sidewalk maintenance.
- Culture & Recreation: This can include libraries, pools, parks, recreational programs and community centers.
- Community/Economic Development: This can include planning and zoning, community beautification and numerous programs to help recruit and retain businesses and increase job opportunities.
- Utilities & Services: This can include water, sewer, gas, electric, cable T.V., stormwater and broadband.

City Revenue Sources

To provide these services, cities must collect revenue. Property taxes are the largest part of a city's revenue. Additionally, many cities have adopted a local option sales tax. Other sources of revenue include fees, fines and licenses, and enterprise funds such as municipal utility operations.

Ideas to Involve Youth in City Government

The future leaders of our cities are in classrooms today. The education and experiences they have will help them become great citizens and ultimately great leaders. Here are ways to creatively involve youth in their local government.

- Hold a local If I Were Mayor Essay Contest; recognize winners at a city council meeting with locally sourced prizes.
- Create a youth member of the city council that regularly attends and participates in meetings.
- Establish a city youth advisory committee and/or appoint youth to existing city committees.
- Hold youth-focused open houses or host field trips to city facilities.
- Involve youth in decisions to name parks, buildings or even names of new streets.
- Celebrate your city's birthday and put youth in charge of the celebration.
- Design a youth version of a citizen's academy or appoint youth to your existing academy.
- Offer students the opportunity to job shadow city positions.
- Provide internships (paid or unpaid).
- Invite local youth to offer their feedback on city projects and acknowledge their role in public policy, planning and decision-making.
- Task youth with taking pictures of what they are most proud of in their community along with what is in need of attention; find ways to incorporate the effort into various planning and budget processes.
- Create meaningful volunteer experiences for youth.
- Engage existing youth organizations such as 4-H and Scouts to take on city focused projects (parks and recreation projects, city-wide clean-up days and paint-a-thons).

10 Ways to Keep Youth Engagement Authentic (*Source: Authentic Youth Civic Engagement: A Guide for Municipal Leaders, produced by the National League of Cities_*

10. The opportunities are meaningful, not just made-up work.
9. Youth have access to decision-makers in official settings.
8. Enough time is allocated for youth to learn the issues and complete projects.
7. Adult-driven initiatives or groups try to maintain a ratio of four to six adults to every young person.
6. Youth-driven initiatives try to maintain a ratio of four to eight youth to every adult.
5. Training and skill-building are built into all projects.
4. Training and skill-building match the opportunities youth will tackle.
3. Opportunities are connected as a system; youth can move easily from one to another.
2. Any opportunity balances learning, work and fun.
1. Adults want youth at the table because they add value, not because it will be good for them.

Submit your essay virtually at https://links.iowaleague.org/SubmitAMayorEssay

Highlights from previous winners:

If I were mayor, I would focus on three things to improve my town: safety, jobs, and communication...

If I were Mayor, I would make an organization for kids and make sure our water was clean...

If I were mayor, I would help my community succeed by treating both friend and foe with compassion and respect..

If I were mayor I would make sure my community is the best it could possibly be...

If I were mayor, I would be a good steward with the public's money to provide essential services that residents come to expect...

If I were mayor, I would conduct a survey to improve the safety for kids to walk to and from school...

If I were mayor, I would set an example about respectful communication...

If I were mayor, I would first create a town motto...

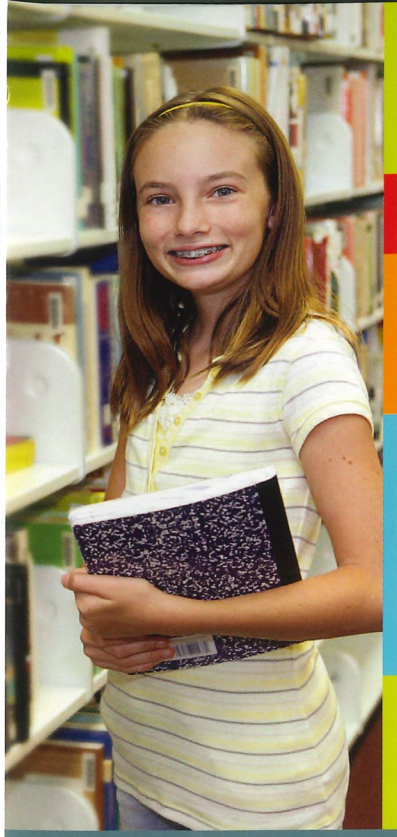
The submission window closes on December 11.

Sponsored by

SNYDER & ASSOCIATES

IOWA LEAGUE of CITIES

Iowa League of Cities
500 SW 7th Street • Suite 101
Des Moines, IA 50309
Phone: (515) 244-7282
www.iowaleague.org



If I were mayor...

Iowa League of Cities • 7th Grade Essay Conte

Sponsored by

SNYDER & ASSOCIATES

IOWA LEAGUE of CITIES

We're inviting all Iowa 7th graders to participate in the, "If I were mayor" essay contest to tell others what they would do as mayor to make their cities the best place to live.

The Iowa League of Cities serves as the unified voice of cities, providing advocacy, training and guidance to strengthen Iowa's communities.

Promoting good city government is important to the **Iowa League of Cities**, and this essay contest provides students the opportunity to reflect on the role of the key elected official in their own city.

Our **future mayors** of our cities **are in classrooms today**. The education they receive helps them to become good citizens and good mayors.

A winning essay will be selected in each of the state's congressional districts. District winners will receive a **$250 college scholarship**, while one grand prize winner will be selected to represent the entire state and receive a total of **$500 to use towards college**. The winners, along with their parents and teachers, will be recognized at a special ceremony in Des Moines in 2024.

** Sponsored by Snyder & Associates*

What To Do

Students simply need to write an essay about what they would do if they were mayor and send it along with an entry form to the Iowa League of Cities.

Contest Rules

- The contest is open to all Iowa students enrolled in the 7th grade during the 2023 - 2024 school year.
- Each entry must contain the student's name, home address, telephone number, school and teacher's name.
- Minimum of 250 words and not to exceed one page.
- Essays must address the subject and begin with "If I were mayor, I would..."
- Only one essay may be submitted per student.
- Essays will be judged based on the following: creativity, clarity, sincerity of thought and proper use of grammar.
- Essays must be received at the Iowa League of Cities office by December 11, 2023. Winners will be notified once the judging process is complete.
- Essays will not be returned and will become the property of the Iowa League of Cities.
- The Iowa League of Cities retains the right to publish essays along with the names and likenesses of each student.

RESOLUTION NO. 09-0523 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

WHEREAS, the City of Grimes has identified the need to retain consultants for professional services;

WHEREAS, the consultants have agreed to provide a scope of work for the City;

WHEREAS, the consultants have completed all or portions of the scope of work and are requesting payment of those services;

WHEREAS, the requests for payments have been reviewed and approved by City staff as due and payable;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa the professional payments that are listed, shall be approved as submitted.

PASSED AND APPROVED this 12th day of September 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

C-D

BRADSHAWFOWLER
PROCTOR & FAIRGRAVE
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

August 25, 2023

Invoice Number: 293284
Federal ID: 42-1378302
Matter: 20632.1

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

350-410-6411

PAID

RE: City of Grimes - Library Construction Manager Contract

FOR PROFESSIONAL SERVICES RENDERED THROUGH July 31, 2023

07/06/23	MCG	Review case documents to prepare for conference with clients;	0.20	15.00
07/06/23	SMO	Analysis of supplemental information from Weitz and contracts re the supplemental fee request;	1.50	375.00
07/06/23	SMO	Analysis of supplemental information from InVison and contracts re the supplemental fee request;	1.10	275.00
07/06/23	SMO	Analysis of information from Christianson and contracts re the supplemental fee request;	0.50	125.00
07/06/23	SMO	Drafted a memorandum re legal analysis of the supplemental fee requests for the architect, construction manager, and consultant due to the delay by Graphite;	3.30	825.00
07/07/23	BJK	Review and analyze requests for additional processional fees in relation to contracts and work performed by contractor and subcontractors;	0.50	105.00
07/07/23	SMO	Preparation for and conference call with Chad Rasmussen and Rochelle Williams to discuss the proposed change orders for professional fees;	0.80	200.00
07/11/23	SMO	Communications with Chad Rasmussen re plans for further review of the Weitz supplemental fee request;	0.10	25.00
07/19/23	SMO	Exchanged emails and telephone call with Steve Tyler	0.30	75.00

		to discuss the Weitz additional fee request;		
07/20/23	SMO	E-mail correspondence with Chad Rasmussen et al to coordinate further review of the Weitz request for additional fees;	0.10	25.00
07/20/23	SMO	Reviewed the Weitz contract to follow up on feedback from Steve Tyler;	0.30	75.00
07/21/23	SMO	Preparation for a conference call with Steve Tyler to discuss the Weitz additional services request, including debriefing with Chad Rasmussen;	0.90	225.00

Summary of Services

Kenkel, Benjamin J.	Associate	0.50	210.00	105.00	
Golightly, Michelle C.	Legal Assistant	0.20	75.00	15.00	
O'Brien, Sean M	Shareholder	8.90	250.00	2,225.00	
Total Services					**$2,345.00**

TOTAL DUE THIS MATTER **$2,345.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: 2022-2025 On Call Traffic Planning & Engineering Services
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 001-170-6407 ***Finance Project #***
Vendor Project or Invoice #: 122.1140.01 ***PO #***
Original Contract Date: July 12, 2022 ***Vendor #*** 2031

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: July 1, 2023 Through: July 31, 2023

Contract Summary

Original Contract Amount:	$ 40,000.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 40,000.00		
Total completed and stored to date:	$ 25,577.25			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 25,577.25		
Less previous applications for payment:		$ 20,000.00		
SUBTOTAL			$	5,577.25
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	5,577.25
Balance to finish, including retainage:		$ 14,422.75		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval: Snyder & Associates, Inc.
Firm Name

Todd Knox
Signature — 8/31/23 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 9-7-23 Date

City of Grimes Council Approval:
Council 9-12-23
Signature — Date

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

Date Printed: 8/19/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 4,752.26
2	February 28, 2023	$ 8,051.38
3	August 8, 2023	$ 7,196.36
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Previous Applications for Payment

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TOTAL **$ 20,000.00**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	July 12, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 9/3/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 31, 2023

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

Invoice No: 122.1140.01 - 4

Vendor Number 2031

Budget Code 001-170-6407

Email mahrens@grimesiowa.gov

Project **122.1140.01** **2022-2025 On Call Traffic Planning and Eng Services**

Professional Services through July 31, 2023

Basic Services 2022-2023

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	20,000.00	20,000.00	
Limit			20,000.00	
		Phase Subtotal		**0.00**

Basic Services 2023-2024

	Hours	**Rate**	**Amount**	
Principal Engineer II	9.75	229.00	2,232.75	
Sr. Engineer	4.00	198.00	792.00	
Engineer VIII	10.50	181.00	1,900.50	
Engineer VI	4.00	163.00	652.00	
Total Services	28.25		5,577.25	
Total Services				**5,577.25**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	5,577.25	0.00	5,577.25	
Limit			20,000.00	
Remaining			14,422.75	
		Phase Subtotal		**$5,577.25**

Basic Services 2024-2025

	Phase Subtotal		**0.00**

Amount Due this Invoice **$5,577.25**

	Total	**Prior**	**Current**
Billings to Date	**25,577.25**	**20,000.00**	**5,577.25**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	NE Destination Dr & NE Beaverbrooke Blvd Improvements		
Contractor:	Snyder & Associates, Inc.		
Address:	2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023		
Finance Budget Code:	375-210-6407	***Finance Project #***	
Vendor Project or Invoice #:	122.1329.01	***PO #***	
Original Contract Date:	September 27, 2022	***Vendor #***	2031

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 11

PAYMENT PERIOD: From: July 1, 2023 Through: July 31, 2023

Contract Summary

Original Contract Amount:	$ 298,400.00			
Net change by Change Orders:	$ 101,300.00			
Contract Amount to Date: (line 1 ± 2)		$ 399,700.00		
Total completed and stored to date:	$ 210,219.76			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 210,219.76		
Less previous applications for payment:		$ 190,473.38		
SUBTOTAL			$	19,746.38
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	19,746.38
Balance to finish, including retainage:		$ 189,480.24		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval: Snyder & Associates, Inc.
Firm Name

Jordan Stoermer
Signature — 8/24/2023 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 9-7-23 Date

City of Grimes Council Approval:
Council 9-12-23
Signature — Date

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

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

Date Printed: 8/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 7,817.88
2	December 13, 2022	$ 19,202.13
3	January 24, 2023	$ 13,411.00
4	February 14, 2023	$ 9,642.25
5	March 14, 2023	$ 44,746.25
6	April 11, 2023	$ 20,777.49
7	May 9, 2023	$ 28,605.75
8	June 27, 2023	$ 12,788.50
9	July 11, 2023	$ 7,638.28
10	August 8, 2023	$ 25,843.85
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Previous Applications for Payment

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TOTAL **$ 190,473.38**

Record of Change Orders

No.	Date	Amount
1	July 26, 2023	$ 101,300.00
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TOTAL **$ 101,300.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 27, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 8/30/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 30, 2023

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

Invoice No: 122.1329.01 - 11

Finance Budget Code 375-210-6407

Email mahrens@grimesiowa.gov

Project **122.1329.01** **NE Destination DR & NE Beaverbrooke Blvd Improvements**

Professional Services through July 31, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer I	1.75	217.00	379.75	
Land Surveyor VIII	1.00	181.00	181.00	
Engineer VIII	6.00	181.00	1,086.00	
Technician VI	2.50	102.00	255.00	
Technician V	10.50	92.00	966.00	
Technician III	154.00	75.00	11,550.00	
Technician II	75.25	69.00	5,192.25	
Technician I	2.00	60.00	120.00	
Total Services	253.00		19,730.00	
Total Services				**19,730.00**

Fleet Mileage **16.38**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	19,746.38	190,473.38	210,219.76
Limit			399,700.00
Remaining			189,480.24

Phase Subtotal **$19,746.38**

Amount Due this Invoice **$19,746.38**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: SE Trail Ridge Road Reconstruction
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 376-210-6407 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: September 13, 2022 ***Vendor #*** 3134

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: 07/23/2023 Through: 08/26/2023

Contract Summary

Original Contract Amount:	$ 96,000.00		
Net change by Change Orders:	$ 62,280.00		
Contract Amount to Date: (line 1 ± 2)		$ 158,280.00	
Total completed and stored to date:	$ 126,015.00		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 126,015.00	
Less previous applications for payment:		$ 115,809.90	
SUBTOTAL			$ 10,205.10
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 10,205.10
Balance to finish, including retainage:		$ 32,265.00	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Firm Name

Nichole Jungren 9/1/2023

Signature Date

City of Grimes Staff Approval: 9-6-23

Signature Date

City of Grimes Council Approval: Council 9-12-23

Signature Date

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

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

Date Printed: 9/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 8, 2022	$ 59,930.00
2	December 13, 2022	$ 8,145.00
3	Febuary 14,2023	$ 19,340.00
4	March 14, 2023	$ 3,830.00
5	May 9, 2023	$ 4,755.00
6	June 13, 2023	$ 11,397.50
7	July 11, 2023	$ 3,283.20
8	August 8, 2023	$ 5,129.20
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Previous Applications for Payment

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TOTAL **$ 115,809.90**

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	$ 62,280.00
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TOTAL **$ 62,280.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 13, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 9/1/2023

MSA™

INVOICE

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

For questions, contact: (800) 362-4505

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

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

September 1, 2023
Invoice No: R09410016.0 - 4

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

AMOUNT DUE THIS INVOICE: $10,205.10

Project R09410016.0 Grimes IA Trail Ridge Reconstruction CRS
EMAIL INVOICES: Nichole Sungren nsungren@msa-ps.com
Professional Services from July 23, 2023 to August 26, 2023

Phase 01 Lump Sum

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	29,810.00	50.00	14,905.00	9,837.30	5,067.70
Construction Staking	30,220.00	50.00	15,110.00	9,972.60	5,137.40
Post Construction	2,250.00	0.00	0.00	0.00	0.00
Total Fee	62,280.00		30,015.00	19,809.90	10,205.10

Total Fee **10,205.10**

Total this Phase **$10,205.10**

AMOUNT DUE THIS INVOICE: $10,205.10

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

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	East Gateway Dr & East 1st St Intersection Improvements		
Contractor:	Snyder & Associates, Inc.		
Address:	2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023		
Finance Budget Code:	371-210-6407	***Finance Project #***	
Vendor Project or Invoice #:	123.0366.01	***PO #***	
Original Contract Date:	March 14, 2023	***Vendor #***	2031

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: July 1, 2023 Through: July 31, 2023

Contract Summary

Original Contract Amount:	$ 165,400.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 165,400.00	
Total completed and stored to date:	$ 121,220.90		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 121,220.90	
Less previous applications for payment:		$ 108,462.90	
SUBTOTAL			$ 12,758.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 12,758.00
Balance to finish, including retainage:		$ 44,179.10	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval: Snyder & Associates, Inc.
Firm Name

Jordan Stoermer
Signature — 8/24/2023 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 9-7-23 Date

City of Grimes Council Approval:
Council 9-12-23
Signature — Date

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

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

Date Printed: 8/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 9, 2023	$ 11,742.93
2	June 27, 2023	$ 19,471.82
3	July 11, 2023	$ 32,135.65
4	August 8, 2023	$ 45,112.50
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Previous Applications for Payment

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TOTAL **$ 108,462.90**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 14, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 8/30/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 30, 2023

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

Invoice No: 123.0366.01 - 5

Finance Budget Code 371-210-6407

Project **123.0366.01** **E Gateway Drive & East 1st Street Intersection Impr**

Professional Services through July 31, 2023

	Hours	Rate	Amount	
Principal Engineer I	.75	230.00	172.50	
Land Surveyor VIII	12.00	192.00	2,304.00	
Engineer VIII	4.50	192.00	864.00	
Engineer V	20.00	161.00	3,220.00	
Engineer III	3.00	137.00	411.00	
Land Surveyor II	43.50	123.00	5,350.50	
Engineer I	4.00	109.00	436.00	
Total Services	87.75		12,758.00	
Total Services				**12,758.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	12,758.00	108,462.90	121,220.90	
Limit			165,400.00	
Remaining			44,179.10	
				$12,758.00

Amount Due this Invoice **$12,758.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: SE Little Beaver Dr. and SE 4th Thru 6th Sts. Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 345-810-6407 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: March 28, 2023 ***Vendor #*** 3134

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 07/23/2023 Through: 08/26/2023

Contract Summary

Original Contract Amount:	$ 84,800.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 84,800.00		
Total completed and stored to date:	$ 77,310.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 77,310.00		
Less previous applications for payment:		$ 60,550.00		
SUBTOTAL			$	16,760.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	16,760.00
Balance to finish, including retainage:		$ 7,490.00		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Firm Name

Nichole Jungren 9/1/2023

Signature Date

City of Grimes Staff Approval: 9-6-23

Signature Date

City of Grimes Council Approval: Council 9-12-23

Signature Date

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

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

Date Printed: 9/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	$ 44,690.00
2	July 11, 2023	$ 7,930.00
3	August 8, 2023	$ 7,930.00
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Previous Applications for Payment

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TOTAL **$ 60,550.00**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 28, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 9/1/2023

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INVOICE

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

For questions, contact: (800) 362-4505

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

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

September 1, 2023
Invoice No: R09410017.0 - 4

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

AMOUNT DUE THIS INVOICE: $16,760.00

Project R09410017.0 Grimes IA SE Little Beaver Dr. and SE 4th thru 6th Sts. Water Main
EMAIL INVOICES: Nichole Sungren nsungren@msa-ps.com
Professional Services from July 23, 2023 to August 26, 2023

Phase 01 Lump Sum

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey/Mapping	14,500.00	100.00	14,500.00	14,500.00	0.00
Preliminary Design	26,800.00	100.00	26,800.00	26,800.00	0.00
Final Design	27,200.00	95.00	25,840.00	13,600.00	12,240.00
Bidding	5,000.00	0.00	0.00	0.00	0.00
Project Administration	11,300.00	90.00	10,170.00	5,650.00	4,520.00
Total Fee	84,800.00		77,310.00	60,550.00	16,760.00

Total Fee 16,760.00

Total this Phase $16,760.00

AMOUNT DUE THIS INVOICE: $16,760.00

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

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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: SE Jacob St. Reconstruction and Storm Sewer
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 366-210-6407 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: January 11, 2022 ***Vendor #*** 3134

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: 07/23/2023 Through: 8/26/2023

Contract Summary

Original Contract Amount:	$ 78,600.00			
Net change by Change Orders:	$ 149,690.00			
Contract Amount to Date: (line 1 ± 2)		$ 228,290.00		
Total completed and stored to date:	$ 228,290.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 228,290.00		
Less previous applications for payment:		$ 227,010.00		
SUBTOTAL			$	1,280.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	1,280.00
Balance to finish, including retainage:		$ -		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Firm Name

Nichole Jungren 09/1/2023

Signature Date

City of Grimes Staff Approval: 9-6-23

Signature Date

City of Grimes Council Approval: Council 9-12-23

Signature Date

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

Date Printed: 9/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 71,600.00
2	June 14, 2022	$ 7,000.00
3	August 23, 2022	$ 13,358.90
4	November 8, 2022	$ 46,751.80
5	December 13,2022	$ 24,897.40
6	March 14, 2023	$ 13,116.60
7	May 9, 2023	$ 6,033.70
8	June 13, 2023	$ 13,531.60
9	July 25, 2023	$ 26,880.00
10	August 8, 2023	$ 3,840.00
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Previous Applications for Payment

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TOTAL **$ 227,010.00**

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	$ 113,190.00
2	April 11, 2023	$ 4,500.00
3	July 25, 2023	$ 32,000.00
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TOTAL **$ 149,690.00**

Contract Time Remaining

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

Date Printed: 9/1/2023

MSA™

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

INVOICE

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

For questions, contact: (800) 362-4505

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

September 1, 2023
Invoice No: R09410014.0 - 9

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

AMOUNT DUE THIS INVOICE: $1,280.00

Project R09410014.0 Grimes IA Jacob St. Reconstruction CRS

Professional Services from July 23, 2023 to August 26, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	17,920.00	100.00	17,920.00	17,920.00	0.00
Construction Staking	17,230.00	100.00	17,230.00	17,230.00	0.00
Post Construction	1,160.00	100.00	1,160.00	1,160.00	0.00
Neighborhood Mtg	1,930.00	100.00	1,930.00	1,930.00	0.00
Construction Observation	74,950.00	100.00	74,950.00	74,950.00	0.00
Wall Design	4,500.00	100.00	4,500.00	4,500.00	0.00
Additional CA/CO	32,000.00	100.00	32,000.00	30,720.00	1,280.00
Total Fee	149,690.00		149,690.00	148,410.00	1,280.00

Total Fee **1,280.00**

AMOUNT DUE THIS INVOICE: $1,280.00

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

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.
We are proud to be a 100% employee-owned firm.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/2023

AGENDA ITEM: Resolution #09-0623 Fiscal Year 2022-2023 Annual Urban Renewal Report

BACKGROUND: The City is required to provide information to the State by December 1st of each year on the city's Urban Renewal Area. The attached report provides the projects listed in our Urban Renewal Plan and debts the city has incurred through our various projects and TIF agreements. The report provides information for revenue and expenses in the TIF special revenue fund during the fiscal year ended on June 30, 2023.

BUDGETARY CONSIDERATIONS: In Fiscal Year 2022-2023 the City paid $3,054,458 in TIF rebate payments, spent $2,417,140 to partially fund GO debt obligations, and spent $452,221 to reimburse the General Fund for expenses in the city admin support program. The City realized $6,710,501 in TIF tax revenue. The TIF special revenue fund had a beginning balance on July 1, 2022 of $511,645 and ended the fiscal year on June 30, 2023 with an ending balance of $1,298,327.

STRATEGIC PLANNING:
Prioritized ____YES ____NO

*High-Performing Organization/Exception Professional Services
*Great Place to Live/Expanded Quality of Life Amenities X
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S): Council approved all TIF rebate payments, the transfer for the city admin support program and the payments for all GO debt.

STAFF RECOMMENDATION: Staff recommends approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Marcia Woodke
mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION #09 -0623

Resolution Approving the Fiscal Year 2022-2023
Annual Urban Renewal Report

WHEREAS, the State of Iowa requires each city to provide an Annual Urban Renewal Report to the State by December 1st of each year, and;

WHEREAS, the City of Grimes' fiscal year 2022-2023 TIF special revenue fund information has been compiled and input on the Department of Management's form.

NOW THEREFORE, **BE IT HEREBY RESOLVED**, by the City Council of the City of Grimes, Iowa, that upon review of the attached report, said report is approved and adopted as the city's official Fiscal Year 2022-2023 Annual Urban Renewal Report.

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

Passed and approved this 12th day of September, 2023.

_____ _____
Scott Mikkelsen, Mayor Date

Attest:

_____ _____
Rochelle Williams, City Clerk Date

Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Levy Authority Summary

Local Government Name: GRIMES
Local Government Number: 77G719

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
GRIMES URBAN RENEWAL	77044	19

TIF Debt Outstanding:		**140,801,779**	
TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**511,645**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	6,710,501		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**6,710,501**		
Rebate Expenditures:	3,054,458		
Non-Rebate Expenditures:	2,869,361		
Returned to County Treasurer:	0		
Total Expenditures:	**5,923,819**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**1,298,327**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**
Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance:		**133,579,633**	

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL
UR Area Number: 77044

UR Area Creation Date: 05/1987

UR Area Purpose: The goal is to stimulate, through public involvement and commitment, private investments in commercial and industrial development and the creation of a sound economic base as the foundation of future growth and development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
GRIMES CITY/DC-GRIMES SCH/92 AMD TIF INCR	770181	770182	22,376,647
GRIMES CITY AG/DC-GRIMES SCH/92 AMD TIF INCR	770183	770184	0
GRIMES CITY/JOHNSTON SCH/17 ORD 687 AMD TIF INCR	770185	770186	6,361,538
GRIMES CITY AG/JOHNSTON SCH/17 ORD 687 AMD TIF INCR	770187	770188	0
GRIMES CITY/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR	770239	770240	74,231,014
GRIMES CITY AG/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR	770241	770242	0
GRIMES CITY/JOHNSTON SCH/17 ORD 690 AMD TIF INCR	770243	770244	15,478,528
GRIMES CITY AG/JOHNSTON SCH/17 ORD 690 AMD TIF INCR	770245	770246	0
GRIMES CITY/DC-GRIMES SCH/87 & 90 TIF INCR	770261	770263	67,815,235
GRIMES CITY/JOHNSTON SCH/87 & 90 TIF INCR	770353	770265	4,246,504
GRIMES CITY AG/DC-GRIMES SCH/87 & 90 TIF INCR	770262	770516	0
GRIMES CITY AG/JOHNSTON SCH/87 & 90 TIF INCR	770264	770517	0
GRIMES CITY/URB SCH/87 & 90 TIF INCR	770570	770571	91,912
GRIMES CITY AG/URB SCH/87 & 90 TIF INCR	770569	770598	0
GRIMES CITY/JOHNSTON SCH/03 AMD TIF INCR	770645	770646	28,558,620
GRIMES CITY AG/JOHNSTON SCH/03 AMD TIF INCR	770644	770653	0
GRIMES CITY/JOHNSTON SCH/18 ORD 712 NOV ADDITION AMD TIF INCR	770925	770926	390,871
GRIMES CITY/DC-GRIMES SCH/20 ORD 741 SEPT ADD AMD TIF INCR	770949	770950	98,591
GRIMES CITY AG/DC-GRIMES SCH/20 ORD 741 SEPT ADD AMD TIF INCR	770951	770952	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	3,376,500	1,248,164,720	458,275,050	70,908,580	0	-646,348	1,900,146,902	0	1,900,146,902
Taxable	3,006,479	675,634,104	412,447,545	63,817,722	0	-646,348	1,230,803,113	0	1,230,803,113
Homestead Credits									3,240

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**511,645**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	6,710,501
Asset Sales & Loan Repayments:	0
Total Revenue:	**6,710,501**
Rebate Expenditures:	3,054,458
Non-Rebate Expenditures:	2,869,361
Returned to County Treasurer:	0
Total Expenditures:	**5,923,819**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**1,298,327**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For GRIMES URBAN RENEWAL

2007 Bond issue

Description:	Water, sewer and road construction for new development
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hunter Farms Agreement

Description:	Rebate conditional on development
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Park Systems Infrastructure

Description:	Improvements to existing Sports Complex
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Grimes Community Complex

Description:	Bldg Improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Park Systems Trail Construction

Description:	Linked trail system with Johnston
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

James Street Improvements

Description:	Improvements to Major collector
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hwy 44 Construction

Description:	Improvements, signals and lane widening to Hwy 44
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

CRC Development Agreement

Description:	New construction development
Classification:	Roads, Bridges & Utilities

Physically Complete:	Yes
Payments Complete:	No

2012 Bond Issue/Reissue 2020B

Description:	SE Main Street and Road Improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2014 TNC rebate

Description:	reconstruction of commerical building
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2015 Bond Issue

Description:	North Sports Complex and NE James, NE Main and BB Boulevard
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2015 Prairie Business Park rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2015 Hubbell Rebate

Description:	New construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2016 Shade Tree Auto Rebate

Description:	New construction of an existing business in Grimes
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2016 Total Family Eye Care

Description:	New construction of an existing business in Grimes
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2016 Heritage - BB Boulevard

Description:	New Construction of a Major Collector
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2016 RO System

Description:	New Water Treatment System to provide better quality water
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2017 Hy-Vee Rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2017 C2P2 rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2017 Daimler Trucks

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2013 Bond Ref 2003

Description:	Road construction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2018A Bond Issue

Description:	Infrastructure, Roads, Ambulance
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2018 Grimes Ind Park #5 Hubbell

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2018 Thieleke Trust

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2018 PMR Realty Group (R & R)

Description:	New Construction

Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

2018 Destination Market (Menards)

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2017 Street/Trail/Infrastructure/Amb

Description:	Street/Trail/Infrastructure
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2019A Bond Issue

Description:	Roads, Utilities, Storm water mitigation
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2018 Hy-Vee #2 Rebate

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2018 Iowa Stone Rebate

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2018 Hope K Farm Rebate

Description:	New Construction
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2020A Bond Issue

Description:	Roads, Utilities,Equipment, Land,Infras.
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Anderson Four LLC Rebate

Description:	New Construction
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Golden Rule Rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Hope K Farms Phase 1

Description:	New Construction SportsPlex
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

City Admin Support Program

Description:	Administrative Support for TIF
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

2021A GO Bond Issue

Description:	Library new construction, roads, infrastructure, splashpad
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

2022A GO Bond Issue

Description:	Parks, streets, signals, equipment, trails
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

2022 Wallace Farm Park Project

Description:	Park, parking lots, storm sewers, playground
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

2022 Medical Campus Dev Project

Description:	Medical campus
Classification:	Commercial-Medical
Physically Complete:	No
Payments Complete:	No

37th St Widening Project

Description:	Street improvements, lighting, sidewalk
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

100th St Widening Project

Description:	Street Improvements, lighting, sidewalk
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

MidAmerican Electrical Imp

Description:	Electrical line installations on 37th St
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

NE Destination Dr Ext & Intersection Imp

Description:	Intersection Signalization & Imp & NE Destination ext
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2023B GO UR Bond Issue

Description:	Sports Complex Development Project-GrimesPlex
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Park & Trail Imp Projects

Description:	Parks & Trails Improvements
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

2023A GO Bond Issue

Description:	Streets, Parks, Infrastructure, Planning
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

New Fire Station

Description:	Fire Station
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

S. James St Reconstruction

Description:	South James Street Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For GRIMES URBAN RENEWAL

Hunter Farms Agreement

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	12/23/2003
FY of Last Payment:	2020

2012 Bond Issue/Reissue 2020B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,645,000
Interest:	162,950
Total:	1,807,950
Annual Appropriation?:	No
Date Incurred:	12/03/2012
FY of Last Payment:	2032

2014 TNC

Debt/Obligation Type:	Rebates
Principal:	1,722
Interest:	0
Total:	1,722
Annual Appropriation?:	Yes
Date Incurred:	01/14/2014
FY of Last Payment:	2025

2015 Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,025,000
Interest:	717,775
Total:	3,742,775
Annual Appropriation?:	No
Date Incurred:	04/14/2015
FY of Last Payment:	2035

2015 Prairie Business Park

Debt/Obligation Type:	Rebates
Principal:	990,040
Interest:	0
Total:	990,040
Annual Appropriation?:	Yes
Date Incurred:	04/14/2015
FY of Last Payment:	2025

2015 Hubbell

Debt/Obligation Type:	Rebates
Principal:	264,816
Interest:	0

Total:	264,816
Annual Appropriation?:	Yes
Date Incurred:	04/14/2015
FY of Last Payment:	2025

2016 Shade Tree Auto

Debt/Obligation Type:	Rebates
Principal:	8,382
Interest:	0
Total:	8,382
Annual Appropriation?:	Yes
Date Incurred:	11/10/2015
FY of Last Payment:	2025

2016 Heritage

Debt/Obligation Type:	Rebates
Principal:	822,642
Interest:	0
Total:	822,642
Annual Appropriation?:	Yes
Date Incurred:	11/10/2015
FY of Last Payment:	2025

2017 C2P2 LLC Rebates

Debt/Obligation Type:	Rebates
Principal:	1,217,115
Interest:	0
Total:	1,217,115
Annual Appropriation?:	Yes
Date Incurred:	05/23/2017
FY of Last Payment:	2029

2017 Daimler Trucks Rebates

Debt/Obligation Type:	Rebates
Principal:	1,301,523
Interest:	0
Total:	1,301,523
Annual Appropriation?:	Yes
Date Incurred:	06/13/2017
FY of Last Payment:	2026

2018 Grimes Ind Park 5 (Hubbell)

Debt/Obligation Type:	Rebates
Principal:	240,425
Interest:	0
Total:	240,425
Annual Appropriation?:	Yes
Date Incurred:	06/12/2018
FY of Last Payment:	2029

2018 Thieleke Trust

Debt/Obligation Type:	Rebates
Principal:	12,500,000
Interest:	0
Total:	12,500,000

Annual Appropriation?:	Yes
Date Incurred:	12/12/2017
FY of Last Payment:	2028

2018 PMR Realty Group (R&R)

Debt/Obligation Type:	Rebates
Principal:	1,800,000
Interest:	0
Total:	1,800,000
Annual Appropriation?:	Yes
Date Incurred:	05/22/2018
FY of Last Payment:	2029

2018 Destination Market (Menards)

Debt/Obligation Type:	Rebates
Principal:	12,500,000
Interest:	0
Total:	12,500,000
Annual Appropriation?:	Yes
Date Incurred:	12/13/2017
FY of Last Payment:	2028

2018A GO Bond issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,427,500
Interest:	955,672
Total:	5,383,172
Annual Appropriation?:	No
Date Incurred:	06/27/2018
FY of Last Payment:	2033

2017 GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	837,500
Interest:	26,281
Total:	863,781
Annual Appropriation?:	No
Date Incurred:	05/03/2017
FY of Last Payment:	2024

2019A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,870,000
Interest:	206,113
Total:	2,076,113
Annual Appropriation?:	No
Date Incurred:	06/26/2019
FY of Last Payment:	2033

2016 GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,120,000
Interest:	127,900
Total:	1,247,900
Annual Appropriation?:	No

Date Incurred:	05/25/2016
FY of Last Payment:	2031

2018 Hy-Vee #2

Debt/Obligation Type:	Rebates
Principal:	3,200,000
Interest:	0
Total:	3,200,000
Annual Appropriation?:	Yes
Date Incurred:	08/14/2018
FY of Last Payment:	2039

2018 Iowa Stone

Debt/Obligation Type:	Rebates
Principal:	25,435
Interest:	0
Total:	25,435
Annual Appropriation?:	Yes
Date Incurred:	11/13/2018
FY of Last Payment:	2025

2018 Hope K Farm

Debt/Obligation Type:	Rebates
Principal:	5,000,000
Interest:	0
Total:	5,000,000
Annual Appropriation?:	Yes
Date Incurred:	10/23/2018
FY of Last Payment:	2034

2020A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,397,500
Interest:	491,250
Total:	3,888,750
Annual Appropriation?:	No
Date Incurred:	06/25/2020
FY of Last Payment:	2035

2020 Golden Rule

Debt/Obligation Type:	Rebates
Principal:	90,000
Interest:	0
Total:	90,000
Annual Appropriation?:	Yes
Date Incurred:	02/20/2020
FY of Last Payment:	2027

2020 Anderson Four LLC

Debt/Obligation Type:	Rebates
Principal:	500,000
Interest:	0
Total:	500,000
Annual Appropriation?:	Yes
Date Incurred:	04/28/2020

FY of Last Payment:	2027

2017 Hy-Vee Rebate

Debt/Obligation Type:	Rebates
Principal:	41,024
Interest:	0
Total:	41,024
Annual Appropriation?:	Yes
Date Incurred:	01/10/2017
FY of Last Payment:	2023

Hope K Farms GrimesPlex

Debt/Obligation Type:	Rebates
Principal:	24,613,000
Interest:	0
Total:	24,613,000
Annual Appropriation?:	Yes
Date Incurred:	09/22/2020
FY of Last Payment:	2036

City Admin Support Program

Debt/Obligation Type:	Internal Loans
Principal:	1,740,660
Interest:	0
Total:	1,740,660
Annual Appropriation?:	Yes
Date Incurred:	11/10/2020
FY of Last Payment:	2025

2021A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,205,000
Interest:	909,975
Total:	5,114,975
Annual Appropriation?:	No
Date Incurred:	06/23/2021
FY of Last Payment:	2036

2022A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,487,500
Interest:	1,254,405
Total:	4,741,905
Annual Appropriation?:	No
Date Incurred:	05/24/2022
FY of Last Payment:	2037

Rock Creek/Iowa Ortho Parkland Grant

Debt/Obligation Type:	Rebates
Principal:	140,000
Interest:	0
Total:	140,000
Annual Appropriation?:	Yes
Date Incurred:	07/12/2022
FY of Last Payment:	2023

Rock Creek/Iowa Ortho 2022 Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	19,900,000
Interest:	0
Total:	19,900,000
Annual Appropriation?:	Yes
Date Incurred:	07/12/2022
FY of Last Payment:	2047

Signature Ernst Holdings LLC

Debt/Obligation Type:	Rebates
Principal:	8,000,000
Interest:	0
Total:	8,000,000
Annual Appropriation?:	Yes
Date Incurred:	11/02/2022
FY of Last Payment:	2043

2023B GO UR Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	7,177,500
Interest:	3,899,777
Total:	11,077,277
Annual Appropriation?:	No
Date Incurred:	05/11/2023
FY of Last Payment:	2042

2023A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,190,000
Interest:	1,770,397
Total:	5,960,397
Annual Appropriation?:	No
Date Incurred:	05/11/2023
FY of Last Payment:	2038

Non-Rebates For GRIMES URBAN RENEWAL

TIF Expenditure Amount:	287,788
Tied To Debt:	2015 Bond Issue
Tied To Project:	2015 Bond Issue
TIF Expenditure Amount:	398,335
Tied To Debt:	2019A GO Bond Issue
Tied To Project:	2019A Bond Issue
TIF Expenditure Amount:	180,430
Tied To Debt:	2012 Bond Issue/Reissue 2020B
Tied To Project:	2012 Bond Issue/Reissue 2020B
TIF Expenditure Amount:	430,281
Tied To Debt:	2017 GO Bond Issue
Tied To Project:	2017 Street/Trail/Infrastructure/Amb
TIF Expenditure Amount:	286,516
Tied To Debt:	2018A GO Bond issue
Tied To Project:	2018A Bond Issue
TIF Expenditure Amount:	452,221
Tied To Debt:	City Admin Support Program
Tied To Project:	City Admin Support Program
TIF Expenditure Amount:	364,300
Tied To Debt:	2021A GO Bond Issue
Tied To Project:	2021A GO Bond Issue
TIF Expenditure Amount:	330,450
Tied To Debt:	2020A GO Bond Issue
Tied To Project:	2020A Bond Issue
TIF Expenditure Amount:	139,040
Tied To Debt:	2016 GO Bonds
Tied To Project:	2007 Bond issue

Rebates For GRIMES URBAN RENEWAL

TNC

TIF Expenditure Amount:	571
Rebate Paid To:	TNC LLC
Tied To Debt:	2014 TNC
Tied To Project:	2017 C2P2 rebate
Projected Final FY of Rebate:	2025

Shade Tree Auto

TIF Expenditure Amount:	8,382
Rebate Paid To:	Shade Tree Auto
Tied To Debt:	2016 Shade Tree Auto
Tied To Project:	2016 Shade Tree Auto Rebate
Projected Final FY of Rebate:	2023

2015 Hubbell Rebate

TIF Expenditure Amount:	154,175
Rebate Paid To:	BTG IOWA
Tied To Debt:	2015 Hubbell
Tied To Project:	2015 Hubbell Rebate
Projected Final FY of Rebate:	2024

2017 Hy-Vee Rebate

TIF Expenditure Amount:	27,304
Rebate Paid To:	Hy-Vee
Tied To Debt:	2017 Hy-Vee Rebate
Tied To Project:	2017 Hy-Vee Rebate
Projected Final FY of Rebate:	2023

2016 Heritage

TIF Expenditure Amount:	822,642
Rebate Paid To:	Heritage at Grimes LLC
Tied To Debt:	2016 Heritage
Tied To Project:	2016 Heritage - BB Boulevard
Projected Final FY of Rebate:	2023

2017 Daimler Trucks

TIF Expenditure Amount:	441,232
Rebate Paid To:	Daimler Trucks in America
Tied To Debt:	2017 Daimler Trucks Rebates
Tied To Project:	2017 Daimler Trucks
Projected Final FY of Rebate:	2025

2015 Praire Business Park

TIF Expenditure Amount:	161,612
Rebate Paid To:	R & R Realty Group
Tied To Debt:	2015 Prairie Business Park
Tied To Project:	2015 Prairie Business Park rebate
Projected Final FY of Rebate:	2024

Iowa Stone

TIF Expenditure Amount:	25,435
Rebate Paid To:	Iowa Stone
Tied To Debt:	2018 Iowa Stone
Tied To Project:	2018 Iowa Stone Rebate
Projected Final FY of Rebate:	2023

Hope K Farm Phase 1

TIF Expenditure Amount:	387,000
Rebate Paid To:	Hope Development & Realty
Tied To Debt:	Hope K Farms GrimesPlex
Tied To Project:	Hope K Farms Phase 1
Projected Final FY of Rebate:	2038

Hubbel Ind #5

TIF Expenditure Amount:	156,965
Rebate Paid To:	Kastner LLC
Tied To Debt:	2018 Grimes Ind Park 5 (Hubbell)
Tied To Project:	2018 Grimes Ind Park #5 Hubbell
Projected Final FY of Rebate:	2026

Prairie Bus Park #2 C2P2

TIF Expenditure Amount:	249,057
Rebate Paid To:	R & R Realty Group
Tied To Debt:	2017 C2P2 LLC Rebates
Tied To Project:	2017 C2P2 rebate
Projected Final FY of Rebate:	2026

2018 Hy-Vee #2

TIF Expenditure Amount:	150,220
Rebate Paid To:	Hy-Vee
Tied To Debt:	2018 Hy-Vee #2
Tied To Project:	2018 Hy-Vee #2 Rebate
Projected Final FY of Rebate:	2039

2018 Prairie Business Park 3

TIF Expenditure Amount:	329,863
Rebate Paid To:	R & R Realty Group
Tied To Debt:	2018 PMR Realty Group (R&R)
Tied To Project:	2018 PMR Realty Group (R & R)
Projected Final FY of Rebate:	2029

Rock Creek/Iowa Ortho Parkland Grant

TIF Expenditure Amount:	140,000
Rebate Paid To:	Rock Creek Investments
Tied To Debt:	Rock Creek/Iowa Ortho Parkland Grant
Tied To Project:	2022 Medical Campus Dev Project
Projected Final FY of Rebate:	2023

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/92 AMD TIF INCR
TIF Taxing District Inc. Number: 770182

TIF Taxing District Base Year: 1991
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	133,461,780	14,210,300	0	0	-59,264	180,812,816	0	180,812,816
Taxable	0	72,243,119	12,789,270	0	0	-59,264	106,138,125	0	106,138,125
Homestead Credits									297

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	2,034,735	106,138,125	22,376,647	83,761,478	2,579,582

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/92 AMD TIF INCR
TIF Taxing District Inc. Number: 770184

TIF Taxing District Base Year: 1991
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	26,320	0	0	0	0	0	26,320	0	26,320
Taxable	23,435	0	0	0	0	0	23,435	0	23,435
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	26,320	0	0	0	0

FY 2023 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/17 ORD 687 AMD TIF INCR
TIF Taxing District Inc. Number: 770186

TIF Taxing District Base Year: 2016
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	33,527,100	0	0	0	33,527,100	0	33,527,100
Taxable	0	0	30,174,390	0	0	0	30,174,390	0	30,174,390
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	29,578	30,174,390	6,361,538	23,812,852	713,624

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/17 ORD 687 AMD TIF INCR
TIF Taxing District Inc. Number: 770188

TIF Taxing District Base Year: 2016
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	28,380	0	0	0	0	0	28,380	0	28,380
Taxable	25,270	0	0	0	0	0	25,270	0	25,270
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	28,380	0	0	0	0

FY 2023 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR
TIF Taxing District Inc. Number: 770240

TIF Taxing District Base Year: 2016
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	804,514,190	41,488,640	24,036,900	0	-416,700	893,729,130	0	893,729,130
Taxable	0	435,485,185	37,339,776	21,633,210	0	-416,700	509,409,114	0	509,409,114
Homestead Credits									2,120

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	542,049,268	352,096,562	74,231,014	277,865,548	8,557,359

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR
TIF Taxing District Inc. Number: 770242

TIF Taxing District Base Year: 2016
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,217,130	0	0	0	0	0	1,217,130	0	1,217,130
Taxable	1,083,746	0	0	0	0	0	1,083,746	0	1,083,746
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	1,217,130	0	0	0	0

FY 2023 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/17 ORD 690 AMD TIF INCR
TIF Taxing District Inc. Number: 770244

TIF Taxing District Base Year: 2016
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	100,716,710	31,112,000	0	0	-40,744	162,487,966	0	162,487,966
Taxable	0	54,518,170	28,000,800	0	0	-40,744	102,049,476	0	102,049,476
Homestead Credits									234

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	89,110,120	73,418,590	15,478,528	57,940,062	1,736,348

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/17 ORD 690 AMD TIF INCR
TIF Taxing District Inc. Number: 770246

TIF Taxing District Base Year: 2016
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	157,660	0	0	0	0	0	157,660	0	157,660
Taxable	140,381	0	0	0	0	0	140,381	0	140,381
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	157,660	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/87 & 90 TIF INCR
TIF Taxing District Inc. Number: 770263

TIF Taxing District Base Year: 1986
FY TIF Revenue First Received: 1989
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	114,420,650	232,851,890	41,140,480	0	-50,004	409,046,386	0	409,046,386
Taxable	0	61,936,114	209,566,701	37,026,432	0	-50,004	321,664,892	0	321,664,892
Homestead Credits									298

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	2,734,910	321,664,892	67,815,235	253,849,657	7,817,747

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/87 & 90 TIF INCR
TIF Taxing District Inc. Number: 770265

TIF Taxing District Base Year: 1986
FY TIF Revenue First Received: 1993
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,728,900	13,612,700	0	0	-16,668	26,260,812	0	26,260,812
Taxable	0	935,860	12,251,430	0	0	-16,668	20,142,246	0	20,142,246
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	50,010	20,142,246	4,246,504	15,895,742	476,364

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/87 & 90 TIF INCR
TIF Taxing District Inc. Number: 770516

TIF Taxing District Base Year: 1986
FY TIF Revenue First Received: 2001
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,234,710	0	0	0	0	0	1,234,710	0	1,234,710
Taxable	1,099,403	0	0	0	0	0	1,099,403	0	1,099,403
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	1,234,710	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/87 & 90 TIF INCR
TIF Taxing District Inc. Number: 770517

TIF Taxing District Base Year: 1986
FY TIF Revenue First Received: 1993
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	41,330	0	0	0	0	0	41,330	0	41,330
Taxable	36,801	0	0	0	0	0	36,801	0	36,801
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	41,330	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/URB SCH/87 & 90 TIF INCR
TIF Taxing District Inc. Number: 770571

TIF Taxing District Base Year: 1986
FY TIF Revenue First Received: 2003
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	318,000	293,140	0	0	0	611,140	0	611,140
Taxable	0	172,134	263,826	0	0	0	435,960	0	435,960
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	14,030	435,960	91,912	344,048	10,474

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/URB SCH/87 & 90 TIF INCR
TIF Taxing District Inc. Number: 770598

TIF Taxing District Base Year: 1986
FY TIF Revenue First Received: 2003
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	271,170	0	0	0	0	0	271,170	0	271,170
Taxable	241,454	0	0	0	0	0	241,454	0	241,454
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	271,170	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/03 AMD TIF INCR
TIF Taxing District Inc. Number: 770646
TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 2006
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2022

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	93,004,490	88,599,680	5,731,200	0	-62,968	187,715,452	0	187,715,452
Taxable	0	50,343,522	79,739,712	5,158,080	0	-62,968	135,460,791	0	135,460,791
Homestead Credits									290

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	25,746,020	135,460,791	28,558,620	106,902,171	3,203,644

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/03 AMD TIF INCR
TIF Taxing District Inc. Number: 770653
TIF Taxing District Base Year: 2002
FY TIF Revenue First Received:
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2022

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	275,510	0	0	0	0	0	275,510	0	275,510
Taxable	245,320	0	0	0	0	0	245,320	0	245,320
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	275,510	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/18 ORD 712 NOV ADDITION AMD TIF INCR
TIF Taxing District Inc. Number: 770926

TIF Taxing District Base Year: 2017
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,060,000	0	0	0	2,060,000	0	2,060,000
Taxable	0	0	1,854,000	0	0	0	1,854,000	0	1,854,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	4,180	1,854,000	390,871	1,463,129	43,847

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/20 ORD 741 SEPT ADD AMD TIF INCR
TIF Taxing District Inc. Number: 770950

TIF Taxing District Base Year: 2019
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	519,600	0	0	0	519,600	0	519,600
Taxable	0	0	467,640	0	0	0	467,640	0	467,640
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	17,400	467,640	98,591	369,049	11,366

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/20 ORD 741 SEPT ADD AMD TIF INCR
TIF Taxing District Inc. Number: 770952

TIF Taxing District Base Year: 2019
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	124,290	0	0	0	0	0	124,290	0	124,290
Taxable	110,669	0	0	0	0	0	110,669	0	110,669
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	124,290	0	0	0	0

FY 2023 TIF Revenue Received: 0

City Council COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM: Resolution Approving Equipment Transactions Pursuant to FY24 Budget

BACKGROUND: The City of Grimes Parks and Recreation Department is requesting the purchase of new equipment pursuant to the FY 24 budget.

Purchasing an Avant 640 articulating tractor for the Grimes Plex is vital in ensuring that each field is maintained in a neat and safe manner. The Avant would be mainly utilized in the sweeping and cleaning of the Grimes Plex. The Parks and Recreation Department would also purchase many other attachments including but not limited to, forks, bucket, blower, and street sweeper. All these attachments make the single unit Avant critical in day-to-day operations at not only the Grimes Plex but the North and South sports complexes as well. With the relocation of the facility management team from Public Works to Grimes Plex the quick, availability of a machine to complete the tasks becomes more difficult. Purchasing the Avant 640 with attachments would alleviate that problem and ensure a safe and aesthetically pleasing environment at the various sports complexes. The approval of the Avant 640 w/ attachments has been approved by the Parks and Recreation Board and recommends the city council approves the purchase.

The approval of the South Sports Complex renovation project is essential in ensuring the expectations of the Park and Recreation Department are met and continued. Field 4,5,7 renovation would alleviate the drainage and safety concerns that arise during a heavy rain period and following days. The field renovation not only helps with the short-term maintenance but also the long-term condition of the playability and safety for all participants. The project would take place this fall to ensure there is no disruption to scheduled baseball tournament or practices in the upcoming spring. When collecting 3-bids for this project one company denied submitting a quote while the other could not complete all renovations we have asked.

Sideline benches for the Grimes Plex is needed to allow participants a place to sit while not utilizing the playing surfaces. The benches will match existing benches on the complex and will be powder coated for long term durability and ensuring the investment from the city. The brand and model come highly recommended from Sports Facility Company, the Grimes Plex consulting company higher from the city.

Prepared by: Alex Miller
Return to: Brian Becker

BUDGETARY CONSIDERATIONS: The requested equipment purchases were budgeted for in the FY 2023-2024 budget utilizing Sourcewell pricing, sole source and/or the (3) bid process.

The Avant 640 w/ attachment (sweeper, blower, forks, and bucket) would be purchased for $91,289.44 utilizing the Parks CIP budget and sourcewll #020223-AVT

The South Sports Complex field renovations would cost $97,200.00 utilizing the 3-bid process and funding from the Parks CIP budget.

The sideline benches for Grimes Plex would be purchased for $71,520.00 utilizing sourcewell contract # 060518-AST

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

*High-Performing Organization/Exception Professional Services_X____
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S): Approved equipment purchases in the FY24 budget.

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Brian Becker

Prepared by: Alex Miller_____
Return to: Brian Becker_____

RESOLUTION 09-0723 APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY24 BUDGET

WHEREAS, the Parks and Recreation Department has budgeted for and planned certain equipment purchases; and

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

WHEREAS, equipment and contractor lead time is becoming increasingly difficult to schedule purchases and services; and

WHEREAS, the Parks and Recreation Director recommends the following equipment acquisitions:

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

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

Equipment Description	**Use**	**Cost**
S. Sports Complex Field Renovations	South Sports Complex	$97,200.00
Sideline Benches	Grimes Plex	$71,520.00
Avant 640 w/ attachments	Grimes Plex	$91,289.44
TOTAL		$260,009.44

Section 2. Budgeted funds are hereby authorized to be disbursed and staff are hereby authorized to carry out and execute any action or instrument necessary to fulfill the provisions of this resolution.

PASSED AND APPROVED this 12th day of September 2023.

_____
Mayor Scott Mikkelsen

ATTEST:

_____
Rochelle Williams, City Clerk

Serving Minnesota, Wisconsin, Iowa, Nebraska, North Dakota, and South Dakota

3017 161st Ave NW, Andover, MN 55304
763-753-1127 – Phone
763-753-3619 – Fax
eric@umathleticconstruction.com

MN Contractors No. IR722325
IA Contractors No. C090307
SD Contractors No. 1038-5477-ET

August 24, 2023

City of Grimes
1700 SE Destination Dr
Grimes, IA 50111

We propose the following

1. Furnish and install forty-eight (48) 10’ long aluminum benches with backrest
    a. Single tier seating
    b. Powder coat finish to be selected by owner

Total $71,520

Notes:
All above will be installed complete ready for use at GrimesPlex
Sportsfield Single Teir Benches are fully welded, powder coated per color chart

Thank you,

Eric Hicks
Upper Midwest Athletic Construction, Inc.

Sourcewell Formerly NJPA
Awarded Contract
Contract # 060518-AST

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

JOHN DEERE

Purchase Order
For John Deere Equipment (U.S. Only)

PO#

PURCHASER'S NAME -(First, Middle Initial, Last) City of Grimes	DATE OF ORDER 9-15-23	DEALER ORDER NO.	DEALER ACCOUNT NO.
(SECOND LINE OF OWNER NAME) Grimesplex - Parks and Rec	IRS NO.	EIN.NO.	TRANSACTION TYPE
STREET 410 SE Main Street	SELLER'S NAME & ADDRESS CITY TRACTOR CO. 645 PENN CT. NORTH LIBERTY, IA 52317 319-665-6500		
TOWN Grimes — STATE IA — ZIP CODE 50111			
COUNTY / PURCHASER ACCT. / PHONE NO.			
USE COUNTY / USE STATE			
E-MAIL ADDRESS	PURCHASER IS: ☐ Business ☐ Individual	PURCHASER SALES TAX EXEMPT	
PURCHASER'S NAME - *Second Signer*	I (We), the undersigned, hereby order from dealer the equipment described below, to be delivered as shown below. This order is subject to dealer's ability to obtain such equipment from the manufacturer and dealer shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond dealer's control. The price shown below is subject to dealer's receipt of the equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the equipment after the date of this order.		
STREET			
TOWN / STATE / ZIP CODE			

± ***NOTICE:*** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

QTY	NEW	DEMO	RENTAL	USED	EQUIPMENT (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	x				Avant 640 Compact Loader with DLX Cab		115833	71,640.80
					-26x12-12 Grass Tires, DLX Cab with Heat, A/C, Radio			
					Contractor Pkg., Efficiency Pkg., Rear Side Weights, Block Heater,			
					Smooth Drive, DLX Premium Cab Pkg			
1	x				Avant 47" Pallet Forks with Backstop		A36589/A36346	1,152.80
1	x				Avant 1500 Collecting Broom		A35602	10,774.72
1	x				Avant 63" HD General Bucket		A36535	1,678.16
1	x				Avant Leaf Blower		A442927	4,392.96

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY	DESCRIPTION OF TRADE-IN	Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
			Delivery to Grimes	250.00
			Freight	950.00
			PDI	450.00

1. TOTAL CASH PRICE	
2. TOTAL TRADE-IN ALLOWANCE	
3. DISCOUNT/RENTAL APPLIED	
4. BALANCE	
5. FEES/SALES TAX	
6. TRADE-IN PAYOFF	
7. SUBTOTAL	91,289.44
8. CASH WITH ORDER	
9. BALANCE DUE	

COMMENTS:

Sourcewell Contract 020223-MVT Member Number: 131470

IMPORTANT WARRANTY NOTICE: The Warranty for new John Deere agricultural and turf equipment ("Warranty") is set forth in a separate document provided by the dealer. You may also request a Warranty by calling John Deere directly at 1-866-993-3373 (for Ag Equipment) or 1-800-537-8233 (for Turf Equipment). Please read the Warranty carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE WARRANTY. BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF THE WARRANTY AND ACCEPT ITS TERMS AND CONDITIONS.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due (line 9) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature _____ Accepted By _____

Purchaser's Signature _____ Date Accepted _____ Salesperson Andrew Buck

DELIVERED ON: WARRANTY BEGINS:

Quote

Date: August 3, 2023
To: Alex Miller

Project: Grimes South Sports Complex
Grimes, IA

Quotation Price – Sports Turf Project

Infield Renovation (fields 5 & 7)*.....*$ 64,800.00

Sales tax and bonding are not included.
Pricing furnished is effective for 30 days unless otherwise noted and is considered confidential

Materials and/or Services

Remove grass aprons

2" cap of Ball Diamond Lime from Wendling Quarries in Montour

Remove infield grass, laser grade, and resod

Jox Box installation with new home plate

Build new 8" clay mound (50')

Move irrigation zone along fence line to water skinned aprons

Add quick coupler behind the mound

Remove back lip and resod (56')

Warranty Services

- Support from Iowa Sports Turf Services Team

Payment Terms

Final payment terms to be discussed and agreed and are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Iowa Sports Turf.

Notes

Quote is based on:
- Does not include base anchors
- Does not include haul away of spoils (spoils to be piled in parking lot)
- Does not include grow-in maintenance

Thank you for considering our Team for your sports turf and facility management needs. Please contact me with any questions.

Eric Van Ginkel
Director of Construction Operations
Iowa Sports Turf
Phone: 515-402-5590
E-mail: ericv@iowasportsturf.com

2023 Musco Sports Lighting, LLC

Quote

Date: August 25, 2023
To: Alex Miller

Project: Grimes South Sports Complex
Grimes, IA

Quotation Price – Sports Turf Project

Infield Renovation (field 4).....$ 32,400.00

Sales tax and bonding are not included.
Pricing furnished is effective for 30 days unless otherwise noted and is considered confidential

Materials and/or Services

Remove grass aprons

2" cap of Ball Diamond Lime from Wendling Quarries in Montour

Remove infield grass, laser grade, and resod

Jox Box installation with new home plate

Build new 8" clay mound (50')

Move irrigation zone along fence line to water skinned aprons

Add quick coupler behind the mound

Remove back lip and resod (56')

Warranty Services

- Support from Iowa Sports Turf Services Team

Payment Terms

Final payment terms to be discussed and agreed and are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Iowa Sports Turf.

Notes

Quote is based on:
- Does not include base anchors
- Does not include haul away of spoils (spoils to be piled in parking lot)
- Does not include grow-in maintenance

Thank you for considering our Team for your sports turf and facility management needs. Please contact me with any questions.

Eric Van Ginkel
Director of Construction Operations
Iowa Sports Turf
Phone: 515-402-5590
E-mail: ericv@iowasportsturf.com

2023 Musco Sports Lighting, LLC

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM:
Resolution 09-0823 Approving Agreement Regarding Storm Sewer Maintenance for Lot 2 Crossroads Plat 2

BACKGROUND:
The existing storm sewer running through the property has become blocked with debris. In order to ensure the storm sewer can function properly, the debris needs to be removed. Staff has developed the attached Agreement Regarding Storm Sewer Maintenance which identifies that the property owner will remove debris from the storm sewer at their own cost by June 1, 2024. In the event the work is not completed, the city will complete the work and bill the property owner for the work.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff would recommend approval of the Resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 09-0823

RESOLUTION APPROVING AGREEMENT REGARDING STORM SEWER MAINTENANCE FOR LOT 2 CROSSROADS PLAT 2

WHEREAS, Property Owner owns property at 3355 SE Crossroads Drive on Lot 2 of Crossroads Plat 2, Grimes, Iowa, Polk Iowa (the "Property"), which is located within the City of Grimes; and

WHEREAS, there is an existing storm sewer running north to south through the Property; and

WHEREAS, said storm sewer has become blocked with debris; and

WHEREAS, the Property owner has agreed to remove the debris blocking the storm sewer; and

WHEREAS, due the complexity of the maintenance work, the Property Owner needs time to fine a competent contractor to complete the debris removal from the storm sewer; and,

WHEREAS, Grimes agrees that the delayed completion of the maintenance will allow for the Property Owner to find a contactor to successfully clean the debris from the storm sewer.

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

That the City approves the Agreement Regarding Storm Sewer Maintenance for 3355 SE Crossroads Drive.

BE IT FURTHER RESOLVED that Mayor is hereby authorized to execute the Agreement and the Clerk is to attest.

PASSED AND APPROVED this 12th day of September 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

AGREEMENT REGARDING STORM SEWER MAINTENANCE

This Agreement Regarding Storm Sewer Maintenance ("Agreement") made and entered into this 25 day of August 2023, by and between Frandson Properties, LLC ("Property Owner") and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Property Owner owns property legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), which is located within the City of Grimes; and

WHEREAS, there is an existing storm sewer running north to south through the Property; and

WHEREAS, said storm sewer has become blocked with debris; and

WHEREAS, Property Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a site plan for the construction of improvements ("Improvements"), including paving and fencing on the Property; and

WHEREAS, said Improvements are complete and the Property Owner desires that a certificate of occupancy be issued by the City; and

WHEREAS, Grimes agrees that the certificate of occupancy may be issued upon execution of this Agreement to ensure the storm sewer is cleaned of debris.

NOW, THEREFORE, for and in consideration of Grimes granting approval of a certificate of occupancy and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. The Property Owner or future property owner agrees to remove the debris from the existing storm sewer (Exhibit B) at their own cost.
2. The removal of debris from the storm sewer shall be completed by June 1, 2024. If the Property Owner does not comply with this provision, the City shall remove the debris from the storm sewer and bill the Property Owner for the cost incurred by the City to complete the maintenance.
3. Grimes agrees that upon execution of the debris removal outlined above and an inspection is completed by the City, the Property Owner and future property owners' obligations are hereby satisfied.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year above-written.

Signed this 25 day of August, 2023.

Springwood Carwash L.C.

Frandson Properties, LLC, Developer

By _____

Name Ted Frandson

Title _____

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 25 day of August, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Theodore R. Frandson, 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.

Karalee L Kerr

Notary Public in and for the
State of Iowa

My Commission expires Dec. 12, 2025

NOTARIAL SEAL IOWA
KARALEE L. KERR
Commission Number 822706
My Commission Expires
Dec. 12, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2023, 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 _____, 2023, 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.

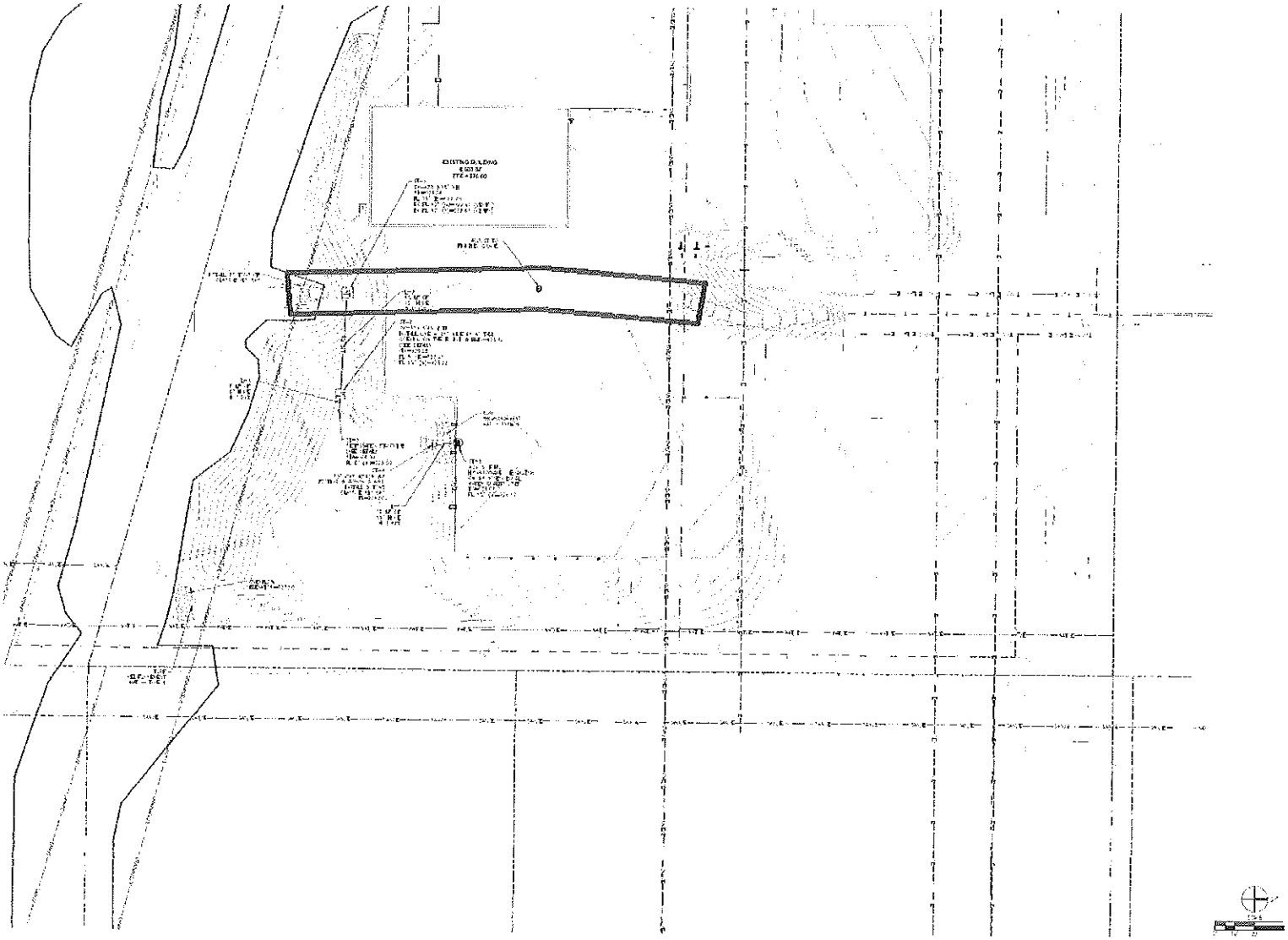
_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

LOT 2, CROSSROADS PLAT 2, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

EXHIBIT B



CITY COUNCIL COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM: Resolution Accepting Public Improvements in Legacy Park Lot 3 Phase 1

BACKGROUND:
The public improvements for water main identified within the site plan have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Accepting Public Improvements in Legacy Park Lot 3 Phase 1.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

Prepared by Alex Pfaltzgraff, City of Grimes 101 NE Harvey Street, Grimes, IA 50111 Phone: 515-986-3036

RESOLUTION NO. 09-0923

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN LEGACY PARK LOT 3 PHASE 1

WHEREAS, approval of the site plan for Legacy Park Lot 3 (the "Site") has previously been given by the Grimes City Council; and

WHEREAS, the approved site plan identified certain public improvements to be constructed; and

WHEREAS, the public improvements are now completed and in a condition to be formally accepted by the City, and the City engineer has recommended such acceptance.

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

1. That the public improvements in Legacy Park Lot 3 Phase 1, including water mains are hereby accepted and incorporated into the respective water main system in the City of Grimes.

This resolution shall be filed of record with the Polk County, Iowa Recorder.

PASSED AND APPROVED this 12th day of September 2023.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

Development Services
410 SE Main Street, Suite 102
Grimes, IA 50111
Phone (515) 986-4050
www.grimesiowa.gov

CERTIFICATE OF COMPLETION

Legacy Park Lot 3 Phase 1

Grimes, Iowa

September 12, 2023

This is to certify that the construction improvements on Legacy Park Lot 3 Phase 1 have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Tony Hanson
Senior Engineering Technician

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within the detention easement and the surface water flowage easement on Lot 21 of Beaverbrooke West Plat 9 (1501 NW Prairie Creek Drive).

BACKGROUND: The owner of has requested approval to install a fence within the detention easement and the surface water flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the easements listed.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within the s the detention easement and the surface water flowage easement for Lot 21 of Beaverbrooke West Plat 9 (1501 NW Prairie Creek Drive).

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel
Assistant Planner
mmannel@grimesiowa.gov
515-986-4050

Prepared by: Molly Mannel, Assistant Planner
Return to: Molly Mannel, Assistant Planner

RESOLUTION NO. 09-1023

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN A DETENTION EASEMENT AND SURFACE WATER FLOWAGE EASEMENT FOR
LOT 21 OF BEAVERBOOKE WEST PLAT 9
1501 NW PRARIE CREEK DRIVE

WHEREAS, the owners of Lot 21 of Beaverbrooke West Plat 9 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within the detention easement and the surface water flowage easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within the detention easement and the 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 the detention easement and the surface water flowage easement ("Consent and Agreement") regarding Lot 21, of Beaverbrooke West Plat 9, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 12th day of September 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (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 Aaron Spooner and Sarah Spooner, 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 21 of Beaverbrooke West Plat 9 (1501 NW Prarie Creek Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. Aaron Spooner and Sarah Spooner, or Property Owner's predecessor in title, granted that certain detention easement, dated November 25, 2013, recorded on November 26, 2013, in Book 15039, Page 142, and surface water flowage easement, as shown in Beaverbrooke West Plat 9, dated November 12, 2013, recorded on November 26, 2013, in Book 15039, Page 101, 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 5 day of September, 2023

PROPERTY OWNERS

Aaron Spooner

Sarah Spooner

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 5 day of September, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Aaron Spooner, 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.

RYAN NEWTON
COMMISSION NUMBER 777760
MY COMMISSION EXPIRES
4-2-2025

Notary Public in and for the
State of Iowa

My Commission expires 4-2-2025

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 5 day of September, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sarah Spooner, 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.

RYAN NEWTON
COMMISSION NUMBER 777760
MY COMMISSION EXPIRES
4-2-2025

Notary Public in and for the
State of Iowa

My Commission expires 4-2-2025

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 3.5’ black chain-link fence has been proposed to be constructed in a detention easement and surface water flowage easement on Lot 21 of Beaverbrooke West Plat 9 (1501 NW Prairie Creek Drive) in accordance to permit number FN-23-076.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within storm sewer right-of-way easement, sanitary sewer right-of-way easement, surface water drainage easement, and public bike trail and pedestrian way easement on Lot 4 of Meadowlark Pointe Plat 6 (1108 SE 9th Court).

BACKGROUND: The owner of 1108 SE 9th Court has requested approval to replace a fence within the storm sewer right-of-way easement, sanitary sewer right-of-way easement, surface water drainage easement, and public bike trail and pedestrian way 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 easements listed.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within the storm sewer right-of-way easement, sanitary sewer right-of-way easement, surface water drainage easement, and public bike trail and pedestrian way easement for Lot 4 of Meadowlark Pointe Plat 6 (1108 SE 9th Court).

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel
Assistant Planner
mmannel@grimesiowa.gov
515-986-4050

Prepared by: Molly Mannel, Assistant Planner
Return to: Molly Mannel, Assistant Planner

RESOLUTION NO. 09-1123

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM SEWER RIGHT-OF-WAY EASEMENT, SANITARY SEWER RIGHT-OF-WAY EASEMENT, SURFACE WATER DRAINAGE EASEMENT, PUBLIC BIKE TRAIL AND PEDESTRAIN WAY EASEMENT FOR
LOT 4 OF MEADOWLARK POINTE PLAT 6
1108 SE 9TH COURT

WHEREAS, the owners of Lot 4 of Meadowlark Pointe Plat 6 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within the storm sewer right-of-way easement, sanitary sewer right-of-way easement, surface water drainage easement, and public bike trail and pedestrian way 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 the storm sewer right-of-way easement, sanitary sewer right-of-way easement, surface water drainage easement, and public bike trail and pedestrian way easement.

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

That the Consent and Agreement for Improvements within the storm sewer right-of-way easement, sanitary sewer right-of-way easement, surface water drainage easement, and public bike trail and pedestrian way easement ("Consent and Agreement") regarding Lot 4, Meadowlark Pointe Plat 6, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 12th day of September 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (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 Joseph Harestad and Jennifer Harestad, 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 4 of Meadowlark Pointe Plat 6 (1108 SE 9th Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. Joseph Harestad and Jennifer Harestad, or Property Owner's predecessor in title, granted that certain storm sewer right-of-way easement, dated February 21, 2002, recorded on March 8, 2002, in Book 9103, Page 22, sanitary sewer right-of-way easement, dated February 21, 2002, recorded on March 8, 2002, in Book 9103, Page 23, and surface water drainage easement, dated February 21, 2002, recorded on March 8, 2002, in Book 9103, Page 24, and public bike trail and pedestrian way easement, dated February 21, 2002, recorded on March 8, 2002, in Book 9103, Page 21, 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 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 23 day of August, 2023

PROPERTY OWNERS

Joseph Harestad

Jennifer Harestad

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 23 day of August, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph Harestad, 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.

ALISSA MCMILLEN
Commission Number 824242
My Commission Expires

Notary Public in and for the
State of Iowa

My Commission expires 3/10/26

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 23 day of August, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jennifer Harestad, 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.

ALISSA MCMILLEN
Commission Number 824242
My Commission Expires

Notary Public in and for the
State of Iowa

My Commission expires 3/10/26

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 a storm sewer right-of-way easement, a sanitary sewer right-of-way easement, a surface water drainage easement, and a public bike trail and pedestrian way easement on Lot 4 of Meadowlark Pointe Plat 6 (1108 SE 9th Court) in accordance to permit number FN-23-077.

CITY COUNCIL COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM: Resolution Approving Consulting Services Agreement – Fraser Consulting

BACKGROUND: The Development Services Department currently has a vacancy in the Building Division, specifically the Building Services Administrator. Prior to filling the position, staff has determined a need to have a third-party consultant provide some evaluation of the division. The work will include the evaluation of the divisions policies, procedures, divisions staff, organizational structure of the division, as well some plan review work for the division and fire department.

It is expected that the consulting work will take approximately 3-4 months to complete, and at the completion, the City will post and fill the position of Building Services Administrator.

BUDGETARY CONSIDERATIONS: The identified hourly rate for the consultant is $150.00 per hour. The agreement indicates a not to exceed weekly allotment of 20 hours.

The fees will be covered by the departments budgeted wages.

STRATEGIC PLANNING:
Prioritized: YES

*High-Performing Organization/Exception Professional Services **X**
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Alex Pfaltzgraff
apfaltzgraff@grimesiowa.gov
515-986-4050

Prepared by: Alex Pfaltzgraff, Development Services Director
Return to: Alex Pfaltzgraff, Development Services Director

GRIMES RESOLUTION NO. 09-1223

RESOLUTION APPROVING CONSULTING SERVICES
AGREEMENT – FRASER CONSULTING

WHEREAS, the Development Services Department currently has a vacancy within the Building Division, specifically the Building Services Administrator; and

WHEREAS, prior to the filling of the position, staff has identified the need for assistance pertaining to an evaluation of the divisions policies, procedures, staff, and organizational structure; and

WHEREAS, a Consulting Services Agreement has been prepared, which outlines the work to the completed, expected time frame associated with the work, and the hourly rate to be paid to the consultant.

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

Section 1. The Consulting Services Agreement with Fraser Consulting is hereby approved.

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

PASSED AND APPROVED this 12th day of September 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CONSULTING SERVICES AGREEMENT
Fraser Consulting

1. Project Purpose and Description

The purpose of this agreement is for Fraser Consulting, to provide consulting services and plan review services to the City of Grimes ("Client"), generally for the Development Services Building Division and Johnston Grimes Fire Department, as more fully set forth herein.

2. Duration of Services

Generally, the services will be provided on an "as-needed" basis. The hours per week will vary depending on project needs. Hours for any one week will not exceed 20, unless approved by the Development Service Director. It is anticipated that the Scope of Services – Grimes Building Division will be completed in approximately 4 months, however, could be extended as determined necessary by the Development Service Director. It is anticipated that the Scope of Services - Johnston Grimes Fire Department will be completed in approximately 4 months, however could be extended by the City of Grimes in the event a permanent Fire Marshal candidate is not identified.

3. Scope of Services

The following items are identified as responsibilities of Fraser Consulting

Scope of Services – Grimes Building Division

a. Provide commercial building permit review services, including the review of plans and permit applications, preparation of comments, and response to questions and inquiries as determined necessary.

b. Evaluate and report on building division policies, processes and procedures.

c. Evaluate and report the knowledge, skills and abilities of existing building division staff.

d. Evaluate and report on the organization of the division and provide recommendations for changes if determined necessary.

e. Promote, encourage and prioritize certification paths for existing building division staff.

f. Assist in the evaluation of the Central Iowa Code Consortium recommendations for the adoption of the 2021 Building Codes.

g. Serve as acting Building Official for the duration of this agreement.

Scope of Services – Johnston Grimes Fire Department

a. Provide fire plan and permit review services, including the review of plans and permit applications, preparation of comments, and response to questions and inquiries as determined necessary.

4. Rights of Access

The parties agree that to successfully perform the consulting services herein, Fraser Consulting will need the ability to access certain files pertaining to the Development Services Department, including receiving any necessary technical support to access data, provide information, and/or allow modifications for retrieving needed data or information.

Finally, the parties agree that Fraser Consulting, shall be afforded the ability to access City of Grimes facilities and staff in support of any services contemplated herein.

6. Specific Exclusions from Scope

Fraser Consulting has no ability to sign contracts or financially obligate the Client in any way. Additionally, Fraser Consulting has no management responsibilities as it pertains to the existing staff within the Development Services Department.

Fraser Consulting is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. Fraser Consulting is not currently employed by Client and will not be under the direct control of Client. Because Fraser Consulting is an independent contractor, Client will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.

8. Effective

This Consulting Services Agreement will be effective when executed by the City of Grimes and Fraser Consulting. The agreement shall be effective until terminated as herein provided.

9. Termination of Agreement

Fraser Consulting or the City of Grimes may terminate this agreement in writing at any time with a 30-day notice. Fraser Consulting or the City of Grimes may also choose to partially terminate this agreement, with respect to Section 3 only.

9. Costs of Services

Costs for services will be invoiced monthly at a rate of $150.00 all-inclusive per hour for services performed.

No other costs for equipment, supplies, travel, printing, etc. will be charged unless approved in advance by the Development Services Director.

The remainder of this page is intentionally left blank.

APPROVAL AND AUTHORITY TO PROCEED

City of Grimes		**Fraser Consulting**	
101 NE Harvey Street		1210 NW Beechwood Street	
Grimes, IA 50111		Ankeny, IA 50023	
515-986-4050		515-208-4670	
Approved by	Date	Approved by	Date
		Craig Fraser	9/8/2023
Scott Mikkelsen, Mayor		Craig Fraser, Consultant	

CITY OF
GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/23

AGENDA ITEM: NW 100th Street Reconstruction – Award of Construction Contract.

BACKGROUND: The actions that are in front of the council are to: 1) receive the bids from the Iowa Department of Transportation (IDOT) public bid letting for the NW 100th Street Reconstruction project; and 2) pass a resolution awarding the construction and authorizing the City Engineer to sign any contract award concurrence, as may be required by the IDOT. This project was bid on August 15, 2023 and the following are the apparent bid results:

McAninch Corporation	$6,588,642.00
Concrete Technologies, Inc.	$6,623,095.16
Absolute Concrete Construction	$6,728,699.60
Corell Contractor, Inc.	$6,866,544.51
Alliance Construction Group, LLC	$6,952,016.36
Elder Corporation	$7,053,040.00
All Star Concrete, LLC	$7,428,079.96
Reilly Construction Co., Inc.	$7,683,788.05
C.J. Moyna & Sons, LLC	$8,680,796.08
Engineer's Estimated Cost	$7,075,540.00

The results from the bidding showed great interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with the bids ranging around the engineer's estimate with the low bidder being about 7% under the engineer's estimate. The low bidder is McAninch Corporation of Des Moines, Iowa. McAninch Corporation has successfully completed similar projects in the area and is fully capable of performing this work.

This is a joint project with the City of Johnston that we collaborated on to secure federal funding through the Des Moines MPO and Federal Highway Administration. The cost sharing for this project is 19% Grimes and 81% Johnston based off adjacent ROW frontage with Johnston taking the project lead. The project includes the reconstruction and widening of NW 100th St. from NW 54th Ave. to NW 62nd Ave.

BUDGETARY CONSIDERATIONS: This project came in about 7% under the engineer's estimate and the City of Grimes portion of the project is in the current Capital Improvements Program for construction this year.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services **X**

Prepared by: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

CITY OF
GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution, as stated above.

RESPONSIBLE STAFF/CONTACT INFORMATION
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION 09-1323

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW 100TH STREET RECONSTRUCTION PROJECT.

WHEREAS, the City of Grimes (Grimes) in conjuction with the City of Johnston (Johnston) was awarded Federal Highway Administration (FHWA) Surface Transportation Block Grant (STBG) funding for the NW 100th Street Reconstruction project, and;

WHEREAS, the Iowa Department of Transporation (IDOT) held a public bid letting for the NW 100th Street Reconstruction project, as required for STBG funding, and;

WHEREAS, the bid results are as follows:

McAninch Corporation	$6,588,642.00
Concrete Technologies, Inc.	$6,623,095.16
Absolute Concrete Construction	$6,728,699.60
Corell Contractor, Inc.	$6,866,544.51
Alliance Construction Group, LLC	$6,952,016.36
Elder Corporation	$7,053,040.00
All Star Concrete, LLC	$7,428,079.96
Reilly Construction Co., Inc.	$7,683,788.05
C.J. Moyna & Sons, LLC	$8,680,796.08
Engineer's Estimated Cost	$7,075,540.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the bid from McAninch Corporation in the amount of $6,588,642.00 be accepted for the construction of the NW 100th Street Reconstruction project and the City Engineer be authorized to sign any contract award concurrence, as may be required by the IDOT.

DATED this 12th day of September, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Iowa Department of Transportation
Apparent Bids for Letting of Aug 15, 2023
Letting ID: 23/08/15
Cut-off Time: 10:00:59 AM CDT

Proposal: 103--77-3827-620
Counties: POLK

PCC PAVEMENT - GRADE & REPLACE

Bidder Name	Bid Amount	Comment	DBE
MCANINCH CORPORATION & AFFILIATES	$6,588,642.00		8.74%
CONCRETE TECHNOLOGIES, INC.	$6,623,095.16		7.39%
ABSOLUTE CONCRETE CONSTRUCTION, INC.	$6,728,699.60		9.14%
CORELL CONTRACTOR, INC.	$6,866,544.51		7.13%
ALLIANCE CONSTRUCTION GROUP, LLC	$6,952,016.36		7.76%
ELDER CORPORATION	$7,053,040.00		3.01%
ALL STAR CONCRETE LLC	$7,428,079.96		3.00%
REILLY CONSTRUCTION CO., INC.	$7,683,788.05		3.00%
C.J. MOYNA & SONS, LLC & PROGRESSIVE STRUCTURES, LLC, JV	$8,680,796.08		3.00%

(9 apparent bids)

ENGINEER'S OPINION OF PROBABLE COST = $7,075,540

BID IS 7% BELOW THE ENGINEER'S OPC.

CITY OF
GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/23

AGENDA ITEM: Shawver Park Trail Extension – Informal Award of Construction Contract.

BACKGROUND: The action that is in front of the council is to approve a resolution to accept a proposal for construction of the Shawver Park Trail Extension and authorize the Mayor to execute a construction contract. This project was bid on September 5, 2023 and the following are the results:

Howrey Construction	$87,394.00
Caliber Concrete	$98,471.04
Absolute Concrete	$149,784.50
Engineer's Estimated Cost	$80,086.00

The results from the bidding showed typical interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with the low bidder being about $7,000 over the engineer's estimate. The low bidder is Howrey Construction, Inc of Rockwell City, Iowa. Howrey is currently wrapping up the Highway 44 Trail project from earlier this year and city staff feels they are capable of performing this work.

BUDGETARY CONSIDERATIONS: This project came in about $7,000 over the engineer's estimate and is in the current Capital Improvements Program for construction this year.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services **X**
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution, as stated above.

RESPONSIBLE STAFF/CONTACT INFORMATION
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Aaron Jarosh, Staff Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION 09-1423

A RESOLUTION ACCEPTING A PROPOSAL FROM HOWREY CONSTRUCTION, INC. IN THE AMOUNT OF $87,394.00 FOR THE CONSTRUCTION OF THE SHAWVER PARK TRAIL EXTENSION PROJECT.

WHEREAS, the City of Grimes desires to extend the 8' wide trail from the SE corner of Shawver Park to the trail connection along SE Shawver Drive in the City of Grimes, and;

WHEREAS, a request for proposal was sent out to eight paving contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Howrey Construction, Inc.	$87,394.00
Caliber Concrete, LLC	$98,471.04
Absolute Concrete Construction, Inc.	$149,784.50
Engineer's Estimated Cost	$80,086.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the Proposal from Howrey Construction, Inc. in the amount of $87,394.00 be accepted for the construction of the Shawver Park Trail Extension project, the Mayor be authorized to sign the construction Contract.

DATED this 12th day of September 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

TABULATION OF BIDS

SHAWVER PARK TRAIL EXTENSION
CITY OF GRIMES
GRIMES, IOWA

410 SE Main Street
Suite 102
Grimes, IA 50111
(515) 986-4050

CITY OF GRIMES

September 05, 2023 @ 10:30 AM

Item No.	Description	Unit	Quantity	Engineer's Estimate City of Grimes		Howrey Construction, Inc. Rockwell City, IA		Caliber Concrete, LLC Adair, IA		Absolute Concrete Construction, Inc. Granger, IA							
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TOPSOIL, ON-SITE	CY	122	$3.00	$366.00	$29.00	$3,538.00	$36.48	$4,450.56	$36.00	$4,392.00		$0.00		$0.00		$0.00
2	EXCAVATION, CLASS 10	CY	312	$20.00	$6,240.00	$22.50	$7,020.00	$53.28	$16,623.36	$35.00	$10,920.00		$0.00		$0.00		$0.00
3	SUBBASE, GRANULAR, 2 IN.	SY	785	$8.00	$6,280.00	$8.00	$6,280.00	$9.11	$7,151.35	$17.50	$13,737.50		$0.00		$0.00		$0.00
4	REMOVAL AND REPLACE PCC CURB & GUTTER, 36 IN. WIDE, MINIMUM 7 IN. DEPTH	LF	60	$40.00	$2,400.00	$88.00	$5,280.00	$49.00	$2,940.00	$115.00	$6,900.00		$0.00		$0.00		$0.00
5	REMOVAL OF SIDEWALK	SY	45	$15.00	$675.00	$25.00	$1,125.00	$11.50	$517.50	$50.00	$2,250.00		$0.00		$0.00		$0.00
6	SIDEWALK, PCC, 4 IN.	SY	25	$60.00	$1,500.00	$140.00	$3,500.00	$58.60	$1,465.00	$105.00	$2,625.00		$0.00		$0.00		$0.00
7	SIDEWALK, PCC, 6 IN.	SY	597	$75.00	$44,775.00	$65.00	$38,805.00	$69.91	$41,736.27	$110.00	$65,670.00		$0.00		$0.00		$0.00
8	DETECTABLE WARNING	SF	32	$45.00	$1,440.00	$55.00	$1,760.00	$100.00	$3,200.00	$55.00	$1,760.00		$0.00		$0.00		$0.00
9	TEMPORARY TRAFFIC CONTROL	LS	1	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$500.00	$500.00	$5,500.00	$5,500.00		$0.00		$0.00		$0.00
10	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1 SEED)	SQ	66	$5.00	$330.00	$33.00	$2,178.00	$38.00	$2,508.00	$50.00	$3,300.00		$0.00		$0.00		$0.00
11	EROSION CONTROL MULCHING, HYDROMULCHING	SQ	66	$5.00	$330.00	$13.00	$858.00	$38.00	$2,508.00	$30.00	$1,980.00		$0.00		$0.00		$0.00
12	MOBILIZATION	LS	1	$5,000.00	$5,000.00	$12,100.00	$12,100.00	$13,121.00	$13,121.00	$27,500.00	$27,500.00		$0.00		$0.00		$0.00
13	CONCRETE WASHOUT	LS	1	$5,000.00	$5,000.00	$950.00	$950.00	$500.00	$500.00	$2,000.00	$2,000.00		$0.00		$0.00		$0.00
14	TREE PROTECTION FENCE	LF	250	$3.00	$750.00	$6.00	$1,500.00	$5.00	$1,250.00	$5.00	$1,250.00		$0.00		$0.00		$0.00
	TOTAL BID				**$80,086.00**		**$87,394.00**		**$98,471.04**		**$149,784.50**		**$0.00**		**$0.00**		**$0.00**

5-Sep-23

Denotes math error on proposal

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/23

AGENDA ITEM: 2023 CIPP Lining Program – Professional Services Agreement – Foth Infrastructure & Environment.

BACKGROUND: The City of Grimes has identified the need for engineering services to rehabilitate the City's existing sanitary sewer collection system through the development of a Cured-In-Place Pipe (CIPP) lining program. This will prolong the useful life of the aging sanitary sewer infrastructure and help mitigate ground water and root infiltration into the collection system. This project will include lining approximately 6,000 feet of sanitary sewer. The schedule is to design and bid the project in late 2023 with construction in 2024.

The staff selected Foth Infrastructure and Environment because of their background in sanitary sewer design and their work on the Grimes Sanitary Sewer Collection System Study. The work they have performed on the sanitary sewer study has given them a great deal of familiarity with the City's sanitary sewer system.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not-to-exceed amount of $33,000.00 and is in the current Capital Improvements Program for construction this year.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services **X**
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

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

RESPONSIBLE STAFF/CONTACT INFORMATION
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Aaron Jarosh, Staff Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.09-1523

WHEREAS, the City of Grimes (Grimes) desires to rehabilitate the City's existing sanitary sewer collection system through the development of a Cured-In-Place Pipe (CIPP) lining program.; and,

WHEREAS, the engineering firm of Foth Infrastructure and Environment, LLC. (Engineer), has substantial experience in development of this type of sanitary sewer rehabilitation program, and is qualified to provide project coordination, preliminary design, final design & specifications and bid letting services;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to this utility rehabilitation work;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 12th day of September, 2023, and approved by the Mayor on the 12th day of September 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

2023 CIPP Lining Program

This Agreement is made and entered into this 12th day of September, 2023, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant		
A. Project Coordination	$	7,000.00
B. Preliminary Design	$	10,000.00
C. Final Design and Specifications	$	12,000.00
D. Project Bidding Services	$	4,000.00
Total	$	33,000.00

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Joshua C. DeBower, P.E.
Title: Local Municipal Leader
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

BY: _____

Name: Joshua C. DeBower, P.E.

Title: Local Municipal Leader

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

WITNESS

By: _____

Name: Jared Rokke, P.E.

Title: Lead Engineer/Project Manager

ATTEST

By: _____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The 2023 CIPP Lining Program is generally described as follows:

The project involves the design of Cured-in-place Pipe (CIPP) lining rehabilitation of existing City sanitary sewer.

This scope of services is based on the following project assumptions:

- Design shall consist of Cured-in-place Pipe (CIPP) lining of existing sanitary sewer at two (2) sites
- Anticipated length of lining is approximately 6,000 feet
- City GIS data will be utilized to complete construction plans
- Easement acquisition is not required as construction will occur within the City right-of-way or sanitary sewer easements
- Rehabilitation of manhole structures is not included in the scope of work
- Foth shall provide construction services as an amendment

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

PHASE 10 – PROJECT COORDINATION

Task 1 - Project Management

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be four (4) months.

Task 2 – Project Review Meetings

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Grimes Public Works, Development Services and Foth. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

For budget purposes, it is assumed two (2) meetings will be attended by two (2) staff members of the Consultant.

Task 3 - Periodic Meetings with Local Elected Officials (Task not Used)

Task 4 - Project Permitting Coordination

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- Iowa Department of Natural Resources
- Dallas County
- Polk County

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that two (2) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant and reimbursed by the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 5 - Individual Property Owner Meetings (Task not Used)

Task 6 – Design Development Exhibit Preparation (Task not Used)

Task 7 – Individual Parcel Exhibits (Task not Used)

Task 8 – Utility Coordination Meetings (Task not Used)

PHASE 25 – GEOTECHNICAL SERVICES (Phase not Used)

PHASE 30 – Design Surveys
City GIS data will be utilized to create the construction documents including structure rim and invert elevations, pipe alignment, service lateral location, right-of-way lines, and property lines and ownership. It is assumed that no excavation will be required to complete the CIPP lining and, therefore, no utility location survey will be needed.

Task 1 - Control Survey (Task not Used)

Task 2 - Topographic Survey (Task not Used)

Task 3 - Utility Survey (Task not Used)

Task 4 - Property Ownership and Research (Task not Used)

Task 5 - Right-of-Way Survey (Task not Used)

Task 6 - Project Base Map
The Project Base Map will be created utilizing the City GIS data for use in the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map as provided by the City.

Task 7 - Soil-Boring Location Surveys (Task not included)

Task 8 – Utility Relocation Staking (Task not included)

Task 9 - Public Notice of Project
The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant will distribute the notice letter following the City review and approval.

Task 10 - Easement Staking (Task not Used)

Task 11 – Permanent Monumentation of Right-of-Way (Task not Used)

PHASE 31 – Acquisition Plats (Phase not Used)
It is assumed that easement acquisition is not required as construction will occur within the City right-of-way or sanitary sewer easements.

PHASE 35 – ENVIRONMENTAL SERVICES (Phase not used)

PHASE 40 – PELIMINARY DESIGN (SANITARY SEWER)
The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

The Consultant will complete the preparation of preliminary plans for the sanitary sewer improvements. The primary focus will be on utility improvements, including development of temporary conveyance (bypass) routes, and rehabilitation details. The preliminary plans will also incorporate potential elements that may affect the corridor including site access and traffic control. Rehabilitation of manhole structures is not included in the scope of work.

Task 1 - Data Collection & Review
Review new sanitary sewer inspection videos of pipes within limits of CIPP lining rehabilitation as provided by the City.

Task 2 - Develop Design Criteria
The Consultant will develop project design criteria to be used in developing utility improvements. Criteria will conform to the Statewide Urban Design Standards. The criteria to be addressed include:

- Typical sanitary sewer rehabilitation design and details.
- Sequence of work.
- Traffic control for work within the road right-of-way including access requirements, allowable street closures, and other issues (i.e. emergency vehicles, property owners, pedestrians and/or bicycles).

The Consultant will distribute conceptual plans to the City utilities. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 3 - Develop Trench Sections (Task not used)

Task 4 – Preparation of Preliminary Design Plans
The Consultant will prepare conceptual design plans, which will be approximately 60 percent complete and shall consist of the following tasks:

Plan Preparation - Title Sheet (A Sheets)
Prepare title sheet for the proposed project.

Plan Preparation – Estimate of Quantities (C Sheets)
This task consists of a preliminary determination of the bid items to be included in the project, along with their appropriate tabulations.

Plan Preparation - Plan and Profile (D Sheets)
Prepare preliminary plan and profile drawings at a scale of 1”=50’ horizontal and 1”=5’ vertical. These drawings will show base mapping and proposed sanitary sewer rehabilitation with an aerial. Include sanitary sewer and laterals, existing right-of-way, sanitary sewer easements, and sewer profiles.

Plan Preparation - Temporary Conveyance (F Sheets)
Prepare preliminary plan drawings at a scale of 1”=50’ horizontal. These drawings will show temporary conveyance routes with an aerial. Include sanitary sewer alignment, existing right-of-way, and sanitary sewer easements.

Plan Preparation - Traffic Control and Staging (J Sheets)
Prepare preliminary plan drawings at a scale of 1”=50’ horizontal. These drawings will show traffic control and staging areas required to safely perform the sanitary sewer rehabilitation work.

Plan Preparation - Special Construction Details (U Sheets)
This task consists of the design and drafting associated with the preliminary assembly of modified standards and special details.

Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task 5 - Public Utility Review (Task not Used)

Task 6 - Field Exam
This task includes a Field Exam will with the Project Development Team to discuss key issues and design concepts, including access control, traffic control/stage construction and right of-way. The review will determine the completion of the plan design, and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the Field Exam will allow preparation for Final Plans.

Task 7 – Opinion of Probable Construction Costs
The Consultant will prepare a preliminary opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Conceptual cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the conceptual cost estimate.

PHASE 46- FINAL DESIGN AND SPECIFICATIONS
Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed rehabilitation. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans
The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the Index of Sheets, Legend, Location Map and Project Number.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, the development of the general notes and estimate reference information.

Final Plan and Profiles (D Sheets) - This item consists of the final design and drafting of sanitary sewer plan and profile sheets, including the CIPP liner thickness, detail information required for plan approvals, permitting, and construction of the proposed rehabilitation.

Plan Preparation - Temporary Conveyance (F Sheets)
This item consists of the final temporary conveyance route required to complete the sanitary sewer improvements.

Traffic Control, Staging and Trail Signing (J Sheets) – This item consists of final design and drafting of the traffic control and staging information.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special lateral connection details, and other required miscellaneous details found to be required for completion of the project.

Task 2 - Project Permitting
The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Wastewater Construction Permit

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant and reimbursed by the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual
The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

Task 4 - Opinion of Probable Construction Cost
The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Quality Control
Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the Project Team.

PHASE 60 - PROJECT BIDDING
The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications
This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents utilizing the QuestCDN system and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project
The Consultant shall prepare of the formal Notice of Hearing and Letting and submit the Notice to Iowa League of Cities and Master Builder's online posting platforms. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing to the paper as well as their website.

Task 3 - Plan Clarification and Addenda
The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation
The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

Project Deliverables
The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Preliminary Plans and Preliminary Opinion of Probable Construction Costs
- Two (2) set of the original Final Construction drawings (half-size 11"x17") and final Project Manual.
- Electronic copy in PDF format of the original electronic signed final drawings (half-size 11"x17") that includes special provisions and engineer's final opinion of probable cost for the project.

ADDITIONAL SERVICES:

Additional Services are ***not*** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

1.) State Revolving Fund (SRF) Applications
2.) Right of Way Services
3.) Easement Acquisition
4.) Review Appraisals
5.) Eminent Domain proceedings
6.) Wetland & WUS Delineation
7.) Threatened and Endangered (T&E) Species Habitat Assessment
8.) Phase I Cultural Resource Survey
9.) Section 404 Permit Application
10.) Mitigation Plan
11.) USACE Meetings or additional data collection
12.) Alternative Analysis for Individual Permit
13.) NEPA Evaluation
14.) Major HEC-RAS Water Surface Modeling
15.) Contaminated Soils Investigations
16.) Streetscape Design
17.) Traffic Signal Design
18.) Structural/Retaining Wall Design
19.) Bridge Design
20.) Special Geotechnical Considerations
21.) Subsurface Utility Investigations
22.) Storm Water Pollution Prevention Monitoring
23.) Construction Period Services
24.) Construction Period Testing Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, right-of-way and property lines, aerial photo images and other available electronic files pertinent to the Project.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	September 12, 2023
A. Project Coordination	September – December 2023
B. Preliminary Design	September – October 2023
C. Final Design and Specifications	November 2023
D. Project Bidding Services	December 2023

ATTACHMENT 3 - SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2023 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Principal	$240-$250
Project Manager	$180-$240
Project Engineer	$154-$240
Staff Engineer	$127-$157
Planner	$127-$207
Project Scientist	$127-$167
Technician	$85-$175
Construction Manager	$132-$182
Land Surveyor	$145-$205
Project Administrator	$82-$102
Administrative Assistant	$62

REIMBURSABLE EXPENSES

1. All equipment, materials and supplies used in the performance of work on this project will be billed at cost.

2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on $0.88 per mile.

3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/23

AGENDA ITEM: S James Street and SE 11th Street Improvements – Foth Infrastructure and Environment, LLC - Professional Services Agreement Amendment No. 1 for engineering design and construction services.

BACKGROUND: The S James Street and SE 11th Street Improvements project was recently bid and the construction contract awarded, which moved the project from the design phase to the construction phase. The PSA with Foth Infrastructure and Environment, LLC. (Foth) was setup to add the engineering services required during construction after award of the construction contract. Foth will be providing the following engineering construction services: construction administration, staking, and post construction items. The construction schedule is to hold the preconstruction meeting in September with construction starting around the first week of October. This project has a multi-year construction schedule with a portion substantially complete by fall 2024 and another by fall 2025, with overall final completion in spring 2026.

The amendment also includes additional project coordination and design services outside the scope of the original PSA. These include additional coordination with future surrounding developments, additional storm sewer hydraulic modeling, relocation plan for the City's traffic signal communication network, SRF improvements study, and additional utility coordination.

BUDGETARY CONSIDERATIONS: The total fee proposed for the additional engineering services is $456,800.00, which is about a 5.0% fee compared to the low bidder's construction costs. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services **X**

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 1 and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Aaron Jarosh, Staff Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION TO AMEND CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 09-1623

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with Foth Infrastructure and Environment, LLC (Foth) for consulting services for the S James Street and SE 11th Street Improvements project on June 28, 2022; and,

WHEREAS, it was determined that there was a need for additional services to be added to the PSA consisting of project coordination, design revisions, construction administration, and construction survey; and

WHEREAS, Foth has proposed the attached Professional Consulting Services Amendment No.1 that has a scope of work to be supplied by Foth and compensation to be paid by Grimes for their additional consulting services related to the S James Street and SE 11th Street Improvements project; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Professional Consulting Services Amendment No.1 with Foth on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 12th day of September 2023, and approved by the Mayor on the 12th day of September, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1
PROJECT NO. 0022G020.01

THIS AMENDMENT, made and entered into this 12 day of September, 2023 by and between**,** the **CITY OF GRIMES, IOWA,** hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.,** hereinafter referred to as the "Consultant", for professional services in connection with S James Street and SE 11th Street Improvements, hereby amends the original Agreement dated June 28, 2022 to include additional services associated with the following tasks:

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available pertinent existing data. The Consultant shall provide the following basic services regarding the Project:

A. PROJECT COORDINATION AND DESIGN

Design review meetings, coordination, and communication with other consultants, regulatory agencies, and private utilities. Completion of new design elements or revision of existing design elements for incorporation into the project.

Task 1 – South James Plat 1 Development
Coordinate with Civil Design Advantage to incorporate considerations for the planned South James Plat 1 Development into the S James Street and SE 11th Street Improvements. Provide Civil Design Advantage with stormwater design information, including drainage maps, calculations, and data for use in the design of the stormwater detention pond proposed for the Development. Modify storm sewer outlet elevations to utilize the stormwater detention pond normal pool elevation. Complete horizontal and vertical design of a sanitary sewer extension of sanitary sewer along SE 11th Street, from an existing manhole west to the Development property. Incorporate new and modified design elements into the project documents.

Task 2 – North End Storm Sewer Revisions
Complete revisions to the design of the storm sewer system for the northern segment of the project to utilize a lower proposed outlet flowline elevation by extending the limits of the storm sewer to just south of 1st Street. Includes additional hydrological and hydraulic modeling and storm sewer design. Revise roadway profile and cross-sections for mainline S James St and affected sideroads, as allowed by the lower storm sewer profile, to reduce grading impacts east of S James St. Incorporate changes into the project documents.

Task 3 – Fiber Optics Relocation
Develop a fiber optic relocation plan for the City Traffic Signal Communication Network found to be in conflict with the proposed water main. Incorporate relocation plan into the project documents.

Task 4 – SE 11th Street RCB Culvert Revisions
Complete alignment revisions of the 8'x4' RCB Culvert under SE 11th Street to allow the placement of the proposed sanitary manhole serving the South James Plat 1 Development. Complete additional revisions to limit number of bends total degrees of deflection in the 8'x4' RCB Culvert. Includes three (3) conceptual alternatives and two (2) design changes.

Task 5 – Lowering of Existing S James Street RCB Culvert
Complete investigation into the feasibility of lowering the flowline of the existing S James Street RCB Culvert with considerations for future development to the west, the proposed stormwater detention pond proposed for the South James Plat 1 Development, and maintaining traffic on S James Street during construction. If found to be feasible, complete the design of a Pre-Cast RCB Culvert at a lower flowline and develop a staging plan. Incorporate proposed design into the contract documents.

Task 6 – SRF Improvements Study
Complete drainage analysis and calculations required to determine approximate water quality volume required for the drainage basin flowing to the S James St RCB Culvert. Determine approximate area and foot print of a pond required to treat the water quality volume. Includes coordination with the Iowa DNR to verify design requirements and the creation of displays for review by the City.

Task 7 – Additional Utility Coordination
Includes additional coordination and design info sharing with Black Hills Energy and additional efforts to communicate with non-responsive private utilities.

II. CONSTRUCTION PERIOD SERVICES

The work tasks to be performed or coordinated by the Consultant during the Construction Period Services shall include the following:

A. CONSTRUCTION ADMINISTRATION

Construction Administration services shall consist of services to assist the City in implementing the construction contract for this project. The items below are the major work tasks to complete the construction administration services and are not intended to include all items of work related.

Task 1 - Project Management and Coordination
The project manager will be responsible for the development and tracking of the Consultants project plan and project development. This task includes task identifications, staff scheduling and coordination, project communications, progress reporting, invoicing, and other important elements of the project. For estimating purposes, it is assumed that the project will be completed in May 2026.

Task 2 - Pre-construction Meeting
The Consultant shall conduct a pre-construction meeting prior to construction beginning for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 3 - Public Information Meetings
The Consultant shall attend and participate in a Public Information Meeting prior to construction beginning for each major project phase. For estimating purposes, it is assumed that a total of two (2) meetings will be held. This task includes preparation of display materials and hand out information for the meeting.

Task 4 - Public Communication Material
The Consultant will prepare exhibits for inclusion in periodic project updates to be distributed by City or posted on the City's social media platforms. For estimating purposes, it is assumed that one (1) exhibit will be created for each stage of construction for a total of ten (10) exhibits.

Task 5 - Shop Drawings
The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 6 - Site Visits
In connection with observations of the Contractor's work while it is in progress:

a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum) or as requested by the City to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work

b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.

c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

d. During such visits, the Consultant may notify the City if the Consultant believes the Contractors work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 7 - Pay Requests
The City shall prepare contractor pay requests with the assistance of the Contractor.

Task 8 - Design Interpretation Questions
The Consultant shall answer design interpretation questions from the City, Contractor, review agencies, and utilities.

Task 9 - Minor Plan Modifications
The Consultant shall provide minor design modifications during construction necessary due to changed field conditions, such as utility conflicts, and as requested by the City. Item includes creating and issuing revised plan sheets. For budget considerations it is assumed that there will be eight (8) minor plan modifications requiring revised plan sheets.

Task 10 - Change Order Preparation
The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 11 - Record Drawings
The Consultant shall prepare record drawings showing those changes made during construction, based on plan changes issued and the marked-up drawings and other data furnished by the Contractor and the City Construction Observer. The Consultant will prepare a draft of the record drawings in electronic form at the conclusion of 2025 construction and make it available to the City for review. Following the conclusion of the project, the Consultant shall provide the City with one (1) reproducible copy of the record drawings.

Task 12 - Construction Meetings
The Consultant shall attend weekly construction meetings with the City and the Contractor to monitor progress, answer questions, resolve issues and look to the schedule in the future. The City shall prepare an agenda and issue minutes.

Task 13 - Utility Coordination
The Consultant will coordinate with individual utility companies to coordinate on-going utility relocations. It is anticipated that there will be four (4) meetings during the 2024 construction season with representatives of the various utility companies to coordinate construction activities.
For estimating purposes, it is assumed 40 hours of effort is required for this task.

Task 14 - Limited Private Utility Observation
The Consultant will answer private utilities questions and monitor the installation and assist in the coordination of private utility relocations. This shall include poles, utility lines, pedestals, handholes, valves, meters and features above or below ground associated with private utilities. Should the Consultant observe the incorrect location or an incorrect construction practice of a utility or its features, the Consultant shall notify the utility company and the City.
For estimating purposes, it is assumed 80 hours of effort is required for this task.

Task 15 - Final Inspections and Project Close-Out
The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assistance for the assembling final project documentation, certifications, and attendance at the project audits.

The above resident Construction Administration estimated effort includes a maximum of 1,220 hours throughout the expected duration of construction (Fall 2023 – Spring 2026). In the event the construction period extends beyond the expected completion date or unanticipated conditions require construction administration in excess of stated hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

B. CONSTRUCTION SURVEY
Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

Task 1 - Project Control
a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-need to complete the project.
b. Reset land corners and permanent reference markers as indicated on the plans.
c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.
d. This task does not include resetting all property corners disturbed by construction.

Task 2 - Property Lines and Temporary Easement
Stake temporary easements, permanent right-of-way corners at 50 foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath at the same location as the slope stakes.

Task 3 - Construction Staking
a. Sanitary Sewer, Storm Sewers, Water Mains
Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line (or top of pipe for water main) and form grade, and offset distance to centerline of pipe.

b. Intakes and Utility Accesses
Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location; intake or utility access number; cut/fill elevation, including bottom of well and form grade; and offset distance to the Station Location.

c. Pavement (PCC)

- **i.** Elevations (graded 4' offset paving hubs) at 25 foot intervals for finished grading and paving.
- **ii.** At intersections, graded offset hubs will be set at each end of radius, and radius points will be set where radius distance is less than 100 feet. Also graded midpoint offsets will be set on radii where curve length is greater than 40 feet.
- **iii.** After grading and paving is complete, reset plan control points and land corner monuments.

*Note: the survey scope of services does not include blue-top staking for finished grading.

d. Signalization and Interconnect Fiber Optics
Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, cut/fill elevation to top of conduit or finished grade, and offset distance to centerline of equipment, handholes, or conduit.

e. Private Utility Relocation Staking
This task consists of location staking for relocations of private utilities required to accommodate the project construction

The above tasks qualified personnel, equipment and supplies required for a one-time construction staking for the project to establish the line and grade for the proposed improvements. Replacement costs of any survey stakes or marks that are destroyed or disturbed by the Contractor shall be charged to the Contractor.

Construction staking for removals, silt fence, grading (stakeless), revetment limits, erosion control lining, surface restoration, landscaping, traffic control, signing and pavement markings, rock excavation volumes, and other miscellaneous items are not included in this scope of services. It is assumed that the on-site construction technician for the project will provide these services where appropriate. Existing and final cross-sections for earthwork computations are also not included in the above.

Task 4 - Monumentation of Fee-title Right-of-Way and Permanent Easements
This task consists of monumentation of the easements acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation shall comply with requirements of the Iowa Code and shall be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

In consideration for these services, the City agrees to increase the compensation for services performed by the Consultant. These fees are based on the current standard hourly rates of the Consultant's personnel engaged in the performance of the services, plus direct out-of-pocket costs for expenses incurred by personnel who are engaged in the work and other direct costs. The total Hourly Not-to-Exceed fees for the professional engineering services as described in this amendment are as follows:

I.	Basic Services of the Consultant		
	A. Project Coordination and Design	$	120,500.00
	B. Construction Administration	$	198,800.00
	C. Construction Survey	$	137,500.00
	Total	$	456,800.00

THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement represents the entire and integrated AGREEMENT between the City and Engineer.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.

By: _____

Jared Rokke, P.E.
Lead Engineer/Project Manager

CITY OF GRIMES, IOWA

By: _____

Scott Mikkelsen, Mayor

WITNESS

By: _____

Joshua C. DeBower, P.E.
Local Municipal Lead

ATTEST

By: _____

_____

CITY OF
GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/23

AGENDA ITEM: Grimes Public Library Commissioning – Professional Services Agreement – IMEG Consultants Corp.

BACKGROUND: The City of Grimes has identified the need for consulting services to commission the new Grimes Public Library. This is a highly recommended step in the completion of the public facility. Commissioning of the building will involve verification testing to confirm the equipment and systems perform their intended functions through various modes of operation. Tests are typically performed by overriding temperature, flow, pressures, or adjusting setpoints in the building control systems (or at the local controls for standalone controlled equipment) to simulate conditions in the sequence of operations. The response of the system will be observed and documented.

The staff selected IMEG because of their background in mechanical, electrical, and plumbing design and their work on other City facilities. An RFP was sent out to 3 firms that can complete these services. One was non-responsive and the other two were close in price with IMEG being local to the Des Moines metro area.

BUDGETARY CONSIDERATIONS: The total fee proposed for the consultant services is a not-to-exceed amount of $22,400.00 and will be financed through the current library construction funding.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services **X**
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

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

RESPONSIBLE STAFF/CONTACT INFORMATION
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Aaron Jarosh, Staff Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.09-1723

WHEREAS, the City of Grimes (Grimes) desires to acquire commissioning services for the the new Grimes Public Library; and,

WHEREAS, the consulting firm of IMEG Consultants Corp. (Consultant) has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Consultant and compensation to be paid by Grimes for commissioning services related to the Grimes Public Library project;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 12th day of September 2023, and approved by the Mayor on the 12th day of September, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Grimes Public Library

This Agreement is made and entered into this Twenty Ninth day of August, 2023, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and IMEG Consultants Corp, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

      I. Basic Services of the Consultant

a.	Commissioning Services	$22,400
b.	_____	$_____
c.	_____	$_____
	Total	$22,400

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the

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

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

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

5. NOTICE

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

FOR THE CITY:	FOR THE CONSULTANT:
Name: City of Grimes	Name: IMEG Consultants Corp.
Attn: Matt Ahrens, P.E.	Attn: Pablo Benitez, PE, CxA
Title: City Engineer	Title: Associate Principal/Client Executive
Address: 410 SE Main Street, #102	Address: 225 W. Washington Ave., Suite 2700
City, State: Grimes, IA 50111	City, State: Chicago, Illinois

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the

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

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

IMEG Consultants Corp.

BY: Pablo Benitez Digitally signed by Pablo Benitez, PE, CxA DN: C=US, E=pablo.benitez@imegcorp.com, O=IMEG Corp, CN="Pablo Benitez, PE, CxA" Date: 2023.08.29 08:28:37-05'00'

Name: Pablo Benitez

Title: Associate Principal/Client Executive

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

_____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

COMMISSIONING SCOPE

IMEG will provide Commissioning services in accordance with the requirements in the Request for Proposal. The following description of services confirms this intent and provides some additional information.

Systems To Be Commissioned

Based on our review of the Issued for Construction drawings dated January 26, 2022, we have identified the following commissioned systems, equipment, and quantities.

Equipment/System	Quantity	Sampling Strategy[1]
Dedicated Outdoor Air Unit (DOAS)	1	
VRF Outdoor Air Unit	4	
VRF Indoor Units	29	20%
VRF Branch Selectors	4	
Electric Heating Coils	20	20%
Unit Heater	3	Test 1
Building Automation System (controls associated with equipment being commissioned)	1 System	
Domestic Hot Water Heating System (Domestic Hot Water Heater and Circulating Pump)	1 System	
Sump Pump	1	
Lighting Controls	1 System	20% of zones
Distribution Panels	2	
Transformer	1	

[1] All equipment will be commissioned at 100% unless noted otherwise.

Verification of the commissioned equipment and systems consists of testing to confirm they perform the intended functions through various modes of operation. Tests are typically performed by overriding temperature, flow, pressures, or adjusting setpoints in the building control system (or at the local controls for standalone controlled equipment) to simulate conditions in the sequence of operations. The response of the system will be observed at the graphic workstation or in the field and documented on test procedure forms.

IMEG will utilize Cx Alloy software to manage the commissioning process. We propose the following scope of work from construction through occupancy phases:

Construction Phase

1. Develop and implement a Commissioning (Cx) Plan.
2. Conduct a design review for familiarization with the project design of the Issued for Bid documents. Any comments noted will be provided to the design team.

3. Plan and conduct one web-based commissioning kickoff meeting where commissioning process requirements are reviewed with the commissioning team and distribute minutes.
4. Plan and conduct two web-based and two on site commissioning meetings. Issue a Field Observation (FO) Report to the commissioning team after each on site meeting.
5. Coordinate the commissioning work with the Construction Manager to ensure that commissioning activities are included in their master schedule. We will coordinate and direct commissioning activities in a logical and efficient manner using regular communications and collaboration with all necessary parties.
6. Perform two site visits, as coordinated with the above-mentioned on-site meetings, during construction to observe component and system installations. IMEG will issue a FO Report after each site visit. Additional site observation activities coordinated with our activities on site will include:
    a. Observe a representative portion of the contractor's equipment startup procedures and witness a random sampling of the startup and initial checkout performed by the contractors on major commissioned equipment.
    b. Observe a representative portion of the checkout procedures performed by the Temperature Controls Contractor to ensure the system is ready for test and balance and Functional Testing to proceed.
    c. Observe a representative portion of the test and balance process.
7. Maintain a Commissioning Issues Log.
8. Review and comment on selected construction documentation.
    a. Review relevant RFIs, ASIs, and Change Requests for commissioned equipment/ systems.
    b. Review and comment on contractor Field Quality Control Reports, such as equipment start-up reports, testing, adjusting, and balancing reports; BAS point-to-point check out reports.
    c. Review and comment on Operations and Maintenance (O&M) Manuals.
9. Develop project and equipment specific checklists based on the project documents, submittals, and lessons learned. These documents will be managed and completed by the contractors, and then accepted by the Commissioning Authority (CxA).
    a. Statistically sample completion of construction checklists on a periodic basis to verify the contractor's progress.
10. Develop project and equipment specific Functional Performance Test (FPT) procedures based on the project documents, submittals, and lessons learned.
    a. With necessary assistance and review from installing contractors, we will customize the test procedures and submit to the design and construction teams for review.
    b. IMEG will defer acceptance of the related systems and equipment on the Owner's behalf until after successful completion of the FPTs.
11. Perform Functional Performance Tests on site. These documents will be executed by the vendors, subcontractors, and IMEG. IMEG will manage and document.
    a. We have included an allowance of four hours for retesting.
    b. Any additional needed retesting and site visits resulting from test failures or a lack of contractor readiness at the time of scheduled testing will be performed as an additional service to the Owner. The Owner may elect to back-charge the responsible party for the additional services.
12. Review record documents to verify accuracy.

Occupancy and Operations Phase

1. Confirm that the training program has been completed for all commissioned equipment.
   a. Review contractor's training agenda and coordinated schedule, and provide any relevant comments to help ensure the Owner receives a well-organized and complete training program prior to turnover.
   b. Collect training documentation and include in the final Cx report.
2. Perform a systems review, using the building automation system, to record system operation over a two week period.
   a. IMEG will provide a summary of findings and recommendations.
3. Perform seasonal testing (opposite season) on site. We have included an allowance of one 4-hour site visit for seasonal testing.
4. Develop a Final Commissioning Report. Our final deliverable will encompass all commissioning project documentation.
5. Conduct a Warranty Phase Review: Return to the site ten months after occupancy to review current building operation and any open issues related to the original and seasonal commissioning with facility management staff. Document open issues on an updated issues log and distribute to relevant parties for resolution. We have included an allowance of one 8-hour site visit for warranty review.
   a. Prepare a report that identifies all outstanding commissioning-related issues and include a plan for resolution.
   b. Resolution plan will require assistance of the design and construction teams.

ATTACHMENT 2 - PROJECT SCHEDULE

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

The scope of services will be completed in accordance with the overall project construction schedule, which is managed by the Contractor team and not the Consultant, and is contingent on the contractor team having systems ready to be commissioned in a timely manner. As of the date of this agreement, construction completion is scheduled for November 2023 and occupancy date is scheduled for January 2024. Scope of services for Construction phase is anticipated to be completed by the occupancy date. Occupancy/Operations phase scope of services will be completed within 10 months of the date of construction completion.

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

IMEG

2023 STANDARD HOURLY RATES - SMEPT/MEQ/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	$310
Client Executive / Market Director	$275
Project Executive	$255
Senior Project Manager I	$230
Senior Project Manager II	$190
Senior Engineer Technical Specialist	$240
Senior (Engineer / Planner / Consultant) III	$230
Senior (Engineer / Planner / Consultant) II	$200
Senior (Engineer / Planner / Consultant) I	$180
Project (Engineer / Planner / Consultant) II	$160
Project (Engineer / Planner / Consultant) I	$150
(Engineer / Designer / Coordinator / Consultant) IV	$130
(Graduate Engineer - Designer / Coordinator / Consultant) III	$115
Senior Technical Specialist	$205
Senior (Designer / Authority) III	$185
Senior (Designer / Authority) II	$175
Senior (Designer / Authority) I	$155
Project (Designer / Authority) II	$145
Project (Designer / Authority / Analyst) I	$135
(Designer / Authority) II	$110
(Designer / Authority / Intern) I	$105
HIT Strategy Executive	$300
Senior Construction Administrator	$175
Construction Administrator	$145
Senior Industrial Architect III	$185
Senior Industrial Architect II	$175
Senior Industrial Architect I	$155
Project Industrial Architect II	$145
Project Industrial Architect I	$135
Senior Virtual Design Coordinator	$135
Virtual Design Coordinator	$125
Senior Virtual Design Technician	$120
Virtual Design Technician	$95
Administrative Assistant	$85

REIMBURSABLE EXPENSES

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

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM: Second Amendment to Consulting Services Agreement for Christensen Development, LLC and City of Grimes for the New Grimes Public Library

BACKGROUND: Christensen Development original contract was for 37 months, February 1, 2020, through February 28, 2023. With the extended project timeline, our scope of services work has been extended. Those services include but are not limited to: continued pay application review and approval, Change Order investigation and management, continued budget review, continued monitoring of schedule and review of any variances, monitoring and consultation to Owner regarding design and construction, interior design consultation, and substantial completion/close out services. These extended services are a direct result of the project delays caused by Graphite. The original fee was $230,000, or $6,216.22/month. With the new end date of December 4, 2023, that is an additional nine months. $6,216.22 per month * nine months = $55,945.98 additional fee that would be needed. We will perform for $45,000 additional fee.

The City of Grimes has paid Christensen Development $10,000 per month as stated in the first contract. To date the following payments have been made: March $10,000, April $10,000, May $10,000, June $10,000. The remaining payment will be made in the amount of $5,000 in December of 2023.

The services of Attorney Sean M. O'Brien were retained of Bradshaw Fowler Proctor and Fairgrave. He has reviewed the contract and is in agreement with the amendment and fees requested.

BUDGETARY CONSIDERATIONS:

$45,000 of which $40,000 have been paid to date.

STRATEGIC PLANNING:
Prioritized ____YES _____NO

*High-Performing Organization/Exception Professional Services_____
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:_Rochelle Williams
Return to:Rochelle Williams

RESOLUTION 09-1823 TO APPROVE THE SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF GRIMES AND CHRISTENSEN DEVELOPMENT, LLC

WHEREAS, the City of Grimes (hereinafter referred to as the "City") entered into a Consulting Services Agreement with Christensen Development, LLC (hereinafter referred to as the "Consultant") on February 11, 2023, which Agreement was subsequently amended by a First Amendment on May 25, 2021; and

WHEREAS, the City has been satisfied with the services provided by the Consultant under the original Agreement and First Amendment, and desires to extend the term of the Agreement with the Consultant and provide for additional compensation; and

WHEREAS, the City has determined that it is in the best interest of the City to approve the Second Amendment with the Consultant and to authorize payment to the Consultant for their continued services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa the attached Second Amendment as attached, shall be approved

PASSED AND APPROVED this 12th day of September 2023.

By: _____

Scott Mikkelsen, Mayor

ATTEST:

By: _____

Rochelle Williams, City Clerk

AMENDMENT TO
CONSULTING SERVICES AGREEMENT

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

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

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

NOW, THEREFORE, it is agreed as follows:

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

   10. Term and Termination. This Agreement shall remain in effect through February 28, 2023, but may be extended by mutual consent of both parties. Notwithstanding the foregoing, either Party may terminate this Agreement or an assignment hereunder upon thirty (30) days written notice to the other Party without cause, reason, or penalty.

2. Paragraph II. Engagement Information: Term/Termination on the Statement of Work #1 to the Agreement is hereby deleted in its entirety and replaced with the following:

   Term/Termination. This Statement of Work shall begin February 1, 2020 and shall terminate no later than February 28, 2023, but may be extended by mutual consent of both parties. Notwithstanding the foregoing, either Party may terminate this Agreement or an assignment hereunder upon thirty (30) days written notice to the other Party without cause, reason, or penalty.

3. Paragraph II. Engagement Information: Fee Structure on the Statement of Work #1 to the Agreement, second paragraph, the sentence, "Consultant's services shall be provided by Angie Pfannkuch or Jake Christensen," is hereby deleted in its entirety and replaced with the following:

   Consultant's services shall be provided by Jake Christensen.

4. The terms set forth in this Amendment shall be deemed to be incorporated and merged into the Agreement.

5. Capitalized terms not defined in this Amendment shall have the same meanings as set forth in the Agreement.

6. Except as set forth herein, the Agreement shall remain unchanged in all respects, and the parties hereby reaffirm and ratify the terms set forth therein.

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

CONSULTANT:

Christensen Development 1, LLC,
an Iowa limited liability company

By:_____
Jacob C. Christensen, President

CLIENT:

City of Grimes, Iowa,
an Iowa municipal corporation

By:_____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/23

AGENDA ITEM: SE 41st Street and SE Park Drive Extension – Professional Services Agreement – McClure Engineering Company.

BACKGROUND: The City of Grimes has identified the need for engineering services to construct an extension of SE 41st Street, from the existing dead end of SE 41st Street, approximately 1,250 feet east to the existing dead end of SE 41st St and the extension of SE Park Dr, from the dead end of SE Park Dr, south approximately 950 feet to SE 41st Street. This will provide additional connectivity between SE Beisser Dr and S James St. This project will include construction of 31' wide streets, along with storm, water, and sanitary sewer improvements. The project schedule is to design and bid the project in 2024 with construction to follow into the summer of 2025.

The staff selected McClure Engineering Company because of their background in transportation and utility infrastructure design. Additionally, the work they have performed for the adjacent Rider Logistics Center development has given them a great deal of familiarity with this area too.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not-to-exceed amount of $179,700.00 and will be partially funded using Iowa DOT Revitalizing Iowa's Sound Economy (RISE) grant funds and developer contributions.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services **X**
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

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

RESPONSIBLE STAFF/CONTACT INFORMATION
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Aaron Jarosh, Staff Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.09-1923

WHEREAS, the City of Grimes (Grimes) desires to construct an extension of SE 41st Street, from the existing dead end of SE 41st Street, approximately 1,250 feet east to the existing dead end of SE 41st St and the extension of SE Park Dr, from the dead end of SE Park Dr, south approximately 950 feet to SE 41st Street.; and,

WHEREAS, the engineering firm of McClure Engineering Company (Engineer), has experience in transportation and utility infrastructure design, and is qualified to provide project management & coordination, preliminary design, final design, bidding, and surveying services;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to the transportation and utility project;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 12th day of September 2023, and approved by the Mayor on the 12th day of September, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

SE 41st Street and SE Park Drive Extension

This Agreement is made and entered into this 12th day of September, 2023, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and McClure Engineering Company, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	
a. Preliminary Design	$ 56,500.00
b. Final Design	$ 75,500.00
c. Advertising, Bidding, and Contract Award	$ 5,600.00
d. Survey Services	$ 16,800.00
e. Project Management and Coordination	$ 25,300.00
Total	$ 179,700.00

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the

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

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

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

5. NOTICE

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

FOR THE CITY:	FOR THE CONSULTANT:
Name: City of Grimes	Name: McClure Engineering Company
Attn: Matt Ahrens, P.E.	Attn: Scott Port, PE
Title: City Engineer	Title: Team Leader
Address: 410 SE Main Street, #102	Address: 335 SE Oralabor Road
City, State: Grimes, IA 50111	City, State: Ankeny, IA 50021

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the

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

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

BY: _____

Name: _Scott Port, P.E._____

Title: _Team Leader_____

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

_____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I) PROJECT DESCRIPTION

A) The PROJECT includes the extension of SE 41st Street, from the existing dead end of SE 41st Street, approximately 1,250 feet east to the existing dead end of SE 41st St and the extension of SE Park Dr, from the dead end of SE Park Dr, south approximately 950 feet to SE 41st Street.

B) The proposed typical width of SE 41st St and SE Park Dr will be 31' wide and the pavement cross section will be determined during the design.

C) The PROJECT includes ADA compliant sidewalk and pedestrian ramps at the intersection of SE 41st St and SE Park Dr and new sidewalk throughout the project limits.

D) The PROJECT includes constructing storm sewer, intakes, and manholes along SE 41st St and SE Park Dr throughout the project limits.

E) The PROJECT includes constructing water main, appurtenances, valves, and hydrants from the existing dead end of SE 41st St to the existing water main at the intersection of SE 41st St and SE Park Dr.

F) The PROJECT includes constructing sanitary sewer main and manholes along the south side of the project from just east of the SE 41st St and SE Park Dr intersection, east approximately 650' to an existing manhole west of SE Beisser Dr.

G) The PROJECT will be let by means of a local letting and the 2023 edition of Iowa Statewide Urban Design and Specifications (SUDAS) and City of Grimes Supplemental Specifications will be applicable to the design.

H) The PROJECT will be partially funded using Revitalizing Iowa's Sound Economy (RISE) funds and will be split into two divisions to track construction funding. The requirements for the RISE funds include reimbursement claims during design and construction, check and final plans and specs submittal, Targeted Small Business (TSB) contract provisions, daily construction inspection, project closeout documentation, and RISE monitoring documentation.

II) BASIC SERVICES

A) PHASE 100 – PRELIMINARY PLANNING AND REPORTS

1) Not included in this agreement.

B) PHASE 200 – EXISTING CONDITIONS

1) Environmental Review
   (a) The CONSULTANT will perform an Environmental Review of the project corridor which includes a wetland review, waterway review, and protected habitat review.

C) PHASE 300 – FUNDING

1) The project has been granted Revitalizing Iowa's Sound Economy (RISE) funding. Further coordination efforts by the CONSULTANT for this funding type will be included in Phase 850 (Project Management).

D) PHASE 400 – PRELIMINARY DESIGN

1) Task 401 – Preliminary Design and Plans
   (a) The CONSULTANT will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining right-of-way and easement requirements. The CONSULTANT will incorporate potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the PROJECT.

(b) Design Criteria Memorandum
  (i) The CONSULTANT will prepare a design criteria memorandum to document the design criteria to be utilized for the project and to document any anticipated exceptions to published statewide design criteria.

(c) Preliminary Roadway Geometrics
  (i) The CONSULTANT will refine roadway geometrics for the PROJECT based on the concept design approved by the OWNER and approved design criteria.

(d) Preliminary Horizontal Alignment and Vertical Profiles
  (i) Utilizing the preliminary geometric layout, the CONSULTANT will refine the horizontal alignment and develop vertical profiles for SE 41st St and SE Park Dr.

(e) Roadway Modeling and Cross Sections:
  (i) The CONSULTANT will integrate refined alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
  (ii) All cross sections will be at 25-foot intervals along SE 41st St and SE Park Dr.

(f) Preliminary Acquisition Requirements Identified
  (i) The CONSULTANT will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development.

(g) Preliminary Storm Sewer Design
  (i) The CONSULTANT will perform storm sewer and drainage design in accordance with SUDAS Stormwater Management Criteria and SUDAS Standard Specifications.

(h) Preliminary Sanitary Sewer Design
  (i) The CONSULTANT will develop preliminary design for the construction of a new sanitary sewer system within the project limits including horizontal and vertical alignment relocations/design.

(i) Preliminary Water Main Design
  (i) The CONSULTANT will layout a horizontal and vertical alignment design plan.
  (ii) Desired water main pipe size and material will be provided by the OWNER.

(j) Preliminary Plans: The CONSULTANT will design and prepare 60% plan drawings for the improvements as outlined in Attachment 1- Scope of Services, Section 1 (Project Description) of the Agreement. The 60% plans will include the following:
  (i) A-Sheets (Title Sheet)
  (ii) B-Sheets (Typical roadway sections and special details)
  (iii) C-Sheets (General notes)
  (iv) D-Sheets (Mainline plan and profile)
  (v) E-Sheets (Side Road plan and profile)
  (vi) F-Sheets (Removals)
  (vii) G-Sheets (Survey control and alignments)
  (viii) H-Sheets (Right-of-way layout)
  (ix) J-Sheets (Staging layout and traffic control)
  (x) M-Sheets (Storm sewer plan and profile)
  (xi) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be

performed during final design)
(xii) W-Sheets (Preliminary mainline cross sections)
(xiii) X-Sheets (Preliminary side road cross sections)

(k) Order of Magnitude Opinion of Probable Construction Costs
(i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 10% construction contingency for the project.

(l) Furnish 60% Documents
(i) The CONSULTANT will submit and distribute a preliminary plan set to the OWNER for review and comment.
(ii) The CONSULTANT will submit the Preliminary Opinion of Probable Construction Costs.

(m) Quality Control
(i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
(ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.

2) Task 413 – Geotechnical Design
(a) The CONSULTANT will prepare soil boring layout and coordinate with the geotechnical drilling and testing subconsultant to perform soil borings and laboratory testing. The CONSULTANT will mark soil boring locations in the field for the subconsultant.

(b) The geotechnical drilling and testing subconsultant will provide geotechnical analyses and recommendations provided for subgrade soil treatments, if needed, and pavement design thickness for PCC throughout the project corridor and a recommendation for pavement drainage.

(c) Scope of services does <u>not</u> include recommendations of corrosivity potential for soils with concrete or steel elements and does <u>not</u> include borrow design.

(d) The CONSULTANT will review as-built plans, geologic background at the project locations, and the soil boring logs, laboratory testing results, geotechnical analyses and recommendations in the final geotechnical report provided by the geotechnical drilling and testing subconsultant.

(e) The CONSULTANT will provide construction-related geotechnical recommendations, as needed.

E) PHASE 500 – FINAL DESIGN

1) Task 501 – Final Design and Plans

Pre-Final (Check) Design and Plan Preparation
(a) Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.

(b) Lighting Design
  (i) The Consultant will perform a lighting design of the corridor utilizing the utility poles.
  (ii) This task includes up to two (2) meetings with the OWNER and MidAmerican Energy utility representatives.
  (iii) The CONSULTANT shall prepare a preliminary design and fixture layout along SE 41st St and SE Park Dr within the project corridor. The CONSULTANT will adjust preliminary layout, as needed, based on average illumination and uniformity values determined.
  (iv) The CONSULTANT shall prepare a preliminary street lighting exhibit showing proposed pole and fixture locations and types and general notes. Submittal of preliminary exhibit will be to OWNER for review.
  (v) The CONSULTANT shall finalize street lighting exhibit based on OWNER comments received and submit to the OWNER and MidAmerican Energy.
  (vi) The design will utilize SUDAS lighting design standards.

(c) Check Plans: The CONSULTANT will design and prepare 60% plan drawings for the improvements as outlined in Attachment 1- Scope of Services, Section 1 (Project Description) of the Agreement. The Check (95%) plans will include the following:
  (i) A-Sheets (Title Sheet)
  (ii) B-Sheets (Typical roadway sections and special details)
  (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)
  (iv) D-Sheets (Mainline plan and profile)
  (v) E-Sheets (Side Road plan and profile)
  (vi) F-Sheets (Removals)
  (vii) G-Sheets (Survey control and alignments)
  (viii) H-Sheets (Right-of-way layout)
  (ix) J-Sheets (Staging layout and traffic control)
  (x) K-Sheets (Pavement marking and permanent traffic sign layout)
  (xi) L-Sheets (Intersection jointing and geometric details)
  (xii) M-Sheets (Buried Pipe plan and profile)
  (xiii) P-Sheets (Lighting sheets showing proposed utility pole locations)
  (xiv) R-Sheets (Erosion control and storm water pollution prevention plan)
  (xv) S-Sheets (Sidewalk layout and tabulation)
  (xvi) U-Sheets (Special details, if necessary)
  (xvii) W-Sheets (Mainline cross-sections)
  (xviii) X-Sheets (Side Road cross-sections)

(d) Project Manual:
  (i) CONSULTANT shall prepare project manual documents that will include City of Grimes front end documents modified to support the project. The SUDAS Standard Specifications and City of Grimes Supplemental Specifications shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications. Due to project being RISE funded, Targeted Small Business (TSB) Contract Provisions will be included in the Project Manual.

(e) Special Provisions:
  (i) CONSULTANT shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or procedures to describe their construction and payment.

(f) Order of Magnitude Opinion of Probable Construction Costs
  (i) The CONSULTANT will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 5% construction contingency for the project.

(g) Furnish 95% Documents
  (i) The CONSULTANT will submit and distribute a Check Plan set to the OWNER for review and comment.
  (ii) The CONSULTANT will submit the following to the Iowa DOT for review and comment:
    1. Check Plans (including comments from the Preliminary Plans from the City)
    2. Check Plan Checklists per Iowa DOT requirements
    3. Opinion of Probable Construction Costs (Check Plans)

(h) Quality Control
  (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
  (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.

(i) Project Permitting
  (i) NPDES Storm Water Permit
    1. The CONSULTANT will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.
    2. The CONSULTANT is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the 'initial' SWPPP for the site.
  (ii) Iowa DNR Public Water Supply Construction Permit
    1. The CONSULTANT will complete the appropriate forms and submit to the Iowa DNR for approval.
  (iii) Iowa DNR Wastewater Construction Permit
    1. The CONSULTANT will complete the appropriate forms and submit to the Iowa DNR for approval.

(j) Final Plans:
  (i) Furnish Final Plans and Project Manual
    1. The CONSULTANT shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.
    2. The CONSULTANT will submit the following to the Iowa DOT for review and comment:
      1. Final Plans (including comments from the Check Plans from the City and Iowa DOT)
      2. Final Plan Checklists per Iowa DOT requirements
      3. Opinion of Probable Construction Costs (Final Plans)
  (ii) Order of Magnitude Opinion of Probable Construction Costs
    1. The CONSULTANT will prepare one (1) Final Plan Opinion of Probable

Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.

F) PHASE 590 – LAND ACQUISITION

1) Acquisition plats and easement exhibits are included in Task 712 of this agreement.

G) PHASE 600 – CONSTRUCTION ADMINISTRATION

1) Task 601 – Construction Administration (General)
   (a) Not included, this item will be completed via Supplemental Agreement or a Separate Agreement.

2) Task 602 – Advertising, Bidding, Contract Award
   (a) The CONSULTANT shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The CONSULTANT will prepare the advertisement.

   (b) CONSULTANT will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.

   (c) The CONSULTANT will maintain the plan holder's List.

   (d) The CONSULTANT shall provide Drawings, Specifications, and Bid Documents.
      (i) The ENGNEER will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.

   (e) The CONSULTANT shall prepare and issue addenda as needed.
      (i) The CONSULTANT shall prepare all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations.

   (f) Bidder Questions
      (i) The CONSULTANT shall respond to bidder questions and publish written answers to all plan holders at the discretion of the OWNER.

   (g) The CONSULTANT shall attend one (1) bid opening at OWNER's location.

   (h) The CONSULTANT will provide electronic copies of the project letting documents to the Iowa DOT within five (5) working days following the letting.

   (i) Prepare bid tabulation
      (i) The CONSULTANT shall develop tabulation of all bids received within the same day as the letting and submit to the OWNER.
      (ii) The bid tabulation will also be submitted to the Iowa DOT requesting concurrence to award the contract.

(j) Review Bidders Qualifications
  (i) The CONSULTANT shall check for correctness and qualifications of apparent low bidders.

(k) The CONSULTANT shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract. The OWNER must wait for Iowa DOT concurrence prior to making the award of the contract.
  (i) Once the contract documents have been fully executed, the CONSULTANT will submit a copy to the Iowa DOT.

(l) The CONSULTANT will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.

H) PHASE 650 – ONSITE PROJECT REPRESENTATIVE

1) Not included, this item will be completed via Supplemental Agreement or a Separate Agreement.

I) PHASE 700 – SURVEY SERVICES

1) Task 712 – Acquisition Plats and Legal Description
  (a) Acquisition and Permanent Easement Plats
    (i) The CONSULTANT will provide acquisition and/or permanent easement plats in accordance with Iowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated number of plats for this PROJECT are shown below:
      1. Acquisition (Fee Title) Plats: (1)
      2. Permanent Easement Plats: (1)
    (ii) Temporary Easement Exhibits
      1. The CONSULTANT will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT. The estimated number of temporary easement exhibits is (1).

  (b) If the OWNER determines additional acquisition plats or legal descriptions are necessary, the CONSULTANT shall prepare these via Amendment or Separate Agreement.

2) Task 735 – Preliminary Design Survey (Topographic and Boundary Survey)
  (a) Project Control
    (i) Horizontal Control – Iowa Regional Coordinate System – Zone 8
    (ii) Vertical Control – NAVD 88
    (iii) U.S. Survey Feet
    (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed project.

  (b) Topographic Survey
    (i) The CONSULTANT will provide topographic survey required for developing the

design and plans.

(ii) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features the CONSULTANT determines to meeting project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.

(iii) If additional survey requirements are necessary to perform a detailed hydraulic analysis per request by the Iowa Department of Natural Resources, then the additional upstream and downstream creek topographic survey will be completed via Amendment or Separate Agreement.

(c) Utility Survey

(i) The CONSULTANT will contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey. The CONSULTANT will inform the OWNER if any known utility is not being located. Any private utility locates that are not included in the Iowa One Call service will be shown as map location, if known.

(d) Boundary Survey

(i) The CONSULTANT will perform boundary survey required for the development of the project. The boundary survey shall be in-depth legal surveys for which plats are to be developed.

(ii) This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.

(iii) This task includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

(e) Project Base Map

(i) The CONSULTANT will incorporate topographic survey, utility survey, property lines, right-of-way lines, any known easements, and property ownership for parcels located within the project limits into a base map that is to be used for the design of the project. Contours shall be shown at 1-foot intervals.

(f) Soil Boring Location Survey

(i) The CONSULTANT will perform one (1) mobilization to mark and spray paint the soil boring locations.

J) PHASE 800 – PROJECT CLOSEOUT

1) Not included, this item will be completed via Supplemental Agreement or a Separate Agreement.

K) PHASE 850 - PROJECT MANAGEMENT AND COORDINATION

1) Task 851 – Project Management and Coordination (assumed design period of 12 months).

(a) Project Management:

(i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.

(ii) The CONSULTANT will provide up to twelve (12) monthly progress reporting and project invoices to the OWNER.

(iii) The CONSULTANT will conduct internal design review meetings.

(iv) The CONSULTANT will develop and maintain the PROJECT schedule.

(v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.

(b) Design Development Meetings

(i) The CONSULTANT will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.

(ii) The CONSULTANT will develop agenda, attend, and provide meeting minutes of one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) final design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes, and it is understood by the parties that the CONSULTANT will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up to three (3) staff members of the CONSULTANT.

(c) Iowa DOT Coordination

(i) The CONSULTANT shall coordinate with the Iowa DOT with submittals as outlined in the Iowa DOT "Submittals Required on Locally Let State-Aided RISE/SRT Projects". These submittals include:

1. Check plans and specifications (as outlined in Phase 500)
2. Final plans and specifications (as outlined in Phase 500)
3. Monthly reimbursement claims
4. Letting documents (as outlined in Phase 600)

(d) Utility Coordination

(i) The CONSULTANT shall submit the Concept Drawings to each utility company at the beginning of preliminary design to inform the companies of the upcoming PROJECT.

(ii) The CONSULTANT shall perform a total of one (1) joint utility coordination meeting with utility company representatives upon the conclusion of preliminary design. This meeting is to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations. The CONSULTANT will prepare an agenda, document discussions and decisions, and provide meeting minutes.

(iii) The CONSULTANT will perform coordination efforts electronically with each utility company.

(iv) Review of utility relocation plans are not included in this agreement.

2) Task 860 – Public Engagement
   (a) Public Information Meetings
      (i) Not included in this agreement.

   (b) City Council Presentation
      (i) Not included in this agreement.

   (c) Individual Property Owner Meetings
      (i) Not included in this agreement.

L) **PHASE 950 – SUBCONSULTANTS AND FEES**
1) Task 970 – Reimbursable Permit and Publication Fees
   (a) Iowa DNR NPDES Stormwater Discharge Permit publication in the Des Moines Register.
   (b) Iowa DNR NPDES Stormwater Discharge Permit fee.
   (c) Iowa DNR Water Supply Construction Permit fee.
   (d) Iowa DNR Wastewater Construction Permit fee.

III) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Boundary retracement of existing lots to set missing monuments.
- Grant administration
- Joint utility trench design
- Media correspondences and public outreach planning documents
- Right-of-Way Services not specifically mentioned herein, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- Other permits not indicated within this scope.
- Services beyond preparing and submitting the permit forms.
- Any permit and publication fees associated with permit applications except as noted.
- Preparation of bidding or contract documents for alternate bid prices
- Record drawings
- Project management and coordination tasks beyond that scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Drainage Report or Drainage Memorandum
- Pre-bid meeting attendance or facilitation
- Construction staking, RPR, and construction administration services
- Submittal and completion of project closeout documents
- RISE Monitoring Documentation and RISE Long Term Monitoring
- Other RISE requirements not specifically outlined in this Agreement.
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement.

ATTACHMENT 2 - PROJECT SCHEDULE

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

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

A) General Schedule

1. Notice to Proceed	September 2023
2. Survey	September/October 2023
3. Prelim Plans (to City only)	February 2024
4. Check Plans (City and DOT)	May 2024
5. Final Plans (City and DOT)	June 2024
6. Bid Letting (City-Let)	August 2024
7. Est. Start of Construction	September 2024
8. Substantially Complete	May 2025
9. Project Completion	July 2025

B) Schedule Delays

The CONSULTANT shall not be responsible for delays in the schedule that are beyond the CONSULTANT's control.

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

EXHIBIT B

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective 1/1/2023 through 12/31/2023)

PERSONNEL	HOURLY RATE
Principal	$270 - $295
Project Manager	$185 - $230
Senior Professional	$185 - $285
Professional	$155 - $185
Junior Professional	$125 - $155
Senior Technician	$155 - $175
Technician	$115 - $135
Landscape Architect	$125 - $160
On-Site Representative	$115 - $155
Client/Project Liaison	$135 - $185
Administrative	$65 - $85
Public Relations	$115 - $150
3 Member Survey Crew	$280
2 Member Survey Crew	$210
1 Member Survey Crew	$135

EQUIPMENT	
3D Scanner per Scan	$30.00
UAV per Flight	$125.00
Sonar Boat	$125.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage	$0.75/Mile + $0.15 fuel surcharge
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years

REIMBURSABLE EXPENSES

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

RESOLUTION NO. 09-2023 APPROVING CHANGE ORDERS

WHEREAS, the City of Grimes has retained the services of professional contractors for City projects;

WHEREAS, the contractor has agreed to provide a scope of work for the City;

WHEREAS, the contractor from time deems it necessary to amendment a construction contract that changes the contractor's scope of work or materials;

WHEREAS, the change order may adjust the amount of time for completion of work or increase or decrease the contract price;

WHEREAS, the City Engineer has reviewed and approved the attached change orders.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa the attached change orders shall be approved as submitted.

PASSED AND APPROVED this 12th day of September 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM: Change Order #3 The Weitz Company LLC

BACKGROUND: The Weitz Company has requested a time extension and additional services. This request captures the 9 weeks of schedule delay during the foundations, steel erection, SOD & SOG critical path activities. It also captures additional Project Engineer time from November 2022 through late April 2023 due to the excessive amount of schedule and quality issues that had to be managed during those critical path activities and beyond. They have continued to build detail in the project schedule as the final interior finishes pull plan was held last week. Recent schedule updates have shown a completion date of early December 2023, which equates to the potential of the project completion being 16 weeks beyond the bid schedule. At this time, The Weitz Company is looking to recoup the 9wk schedule delay and additional PE time attributed to the foundations through SOG activities.

The services of Attorney Sean M. O'Brien were retained of Bradshaw Fowler Proctor and Fairgrave. He is in agreement with this change order along with Christensen Development.

Change Order #3 Increasing Contract$115,605.00

BUDGETARY CONSIDERATIONS:

$115,605.00

STRATEGIC PLANNING:
Prioritized ____YES _____NO

*High-Performing Organization/Exception Professional Services_____
*Great Place to Live/Expanded Quality of Life Amenities ___X__
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):
Approved by Christensen Development

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Rochelle Williams

Prepared by:_____
Return to:_____

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Grimes Public Library Project Grimes, IA 50111	**CONTRACT INFORMATION:** Contract For: CM Services Date: September 1, 2021	**CHANGE ORDER INFORMATION:** Change Order Number: 003 Date: August 21, 2023
OWNER: *(Name and address)* City of Grimes 101 NE Harvey Street Grimes, IA 50111	**ARCHITECT:** *(Name and address)* InVision 303 Watson Powell Jr. Way #200 Des Moines, IA 50309	**CONTRACTOR:** *(Name and address)* The Weitz Company, LLC 611 5th Avenue, Suite 300 Des Moines, IA 50309

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
PCCO 003 captures the time extension request related to CE 029 - 9 weeks attributed to delays from foundations through SOG.

The original Contract Sum was	$	951,048.00
The net change by previously authorized Change Orders	$	40,191.50
The Contract Sum prior to this Change Order was	$	991,239.50
The Contract Sum will be increased by this Change Order in the amount of	$	115,605.00
The new Contract Sum including this Change Order will be	$	1,106,844.50

The Contract Time will be increased by Sixty Three (63) days.
The new date of Substantial Completion will be September 2, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

INVISION Architecture	The Weitz Company, LLC	
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Evan Shaw AIA	Michael Tousley, Executive VP	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
09.06.23	August 21, 2023	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA4E)

CITY OF
GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION

AGENDA ITEM: Change Order #2 InVision

BACKGROUND: Owner request to add donor signage design to the architectural scope $12,500. Additional work related to the foundation construction errors by subcontractor $6,615.00. Extending Construction Administration and Project Completion due to construction delays from the original contract date of July 2023 to December 2023 $44,611.69.

The CA charges are calculated as follows:
CA was originally January 31, 2022 – June 30, 2023 (73 weeks 4 days, round up to 74 weeks). Now it's January 31, 2022 – December 4, 2023 (96 weeks), an additional 22 weeks
Original gross CA fee = 150,057.50 / 74 weeks = $2,027.80 per week
$2,027.80 per week * 22 weeks = $44,611.69 additional fee

Total Amount of this Change Order increasing contract $63,726.69

The services of Attorney Sean M. O'Brien were retained of Bradshaw Foweler Proctor and Fairgrave. He has reviewed this request and is in agreement with the Change Order.

BUDGETARY CONSIDERATIONS:
$63,726.69

STRATEGIC PLANNING:
Prioritized ____YES _____NO

*High-Performing Organization/Exception Professional Services_____
*Great Place to Live/Expanded Quality of Life Amenities ___X__
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Christenson Development have recommended approval of this change order

Prepared by; Rochelle Williams

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Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
19073 Grimes Public Library
Grimes, IA 50111

AGREEMENT INFORMATION:
Date: April 13, 2021

AMENDMENT INFORMATION:
Amendment Number: 002
Date: March 6, 2023

OWNER: *(name and address)*
Grimes Public Library
200 N James Street
Grimes, IA 50111

ARCHITECT: *(name and address)*
INVISION Architecture, LLC
PO Box 1800
Waterloo, IA 50704-1800

The Owner and Architect amend the Agreement as follows:
Donor Signage: $12,500
2 design meetings with you and library staff.
Elevation design drawings for approximately 6 different donor sign types.
Spreadsheet listing all donors, levels, and sign types
Signage location key drawing

Additional Services Due to Foundation and Steel Frame Modifications: $6,615

Additional fee for extended Construction duration. Previous fee based on June 30, 2023. New completion date December 4, 2023: $44,611.69

Update 12.1 - If construction administration services are not completed by December 31, 2023 as outlined in Article 4.2.5, services will be billed on an hourly basis until project completion.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Contract	$600,230.00
Amendment 01	$0.00
Amendment 02	$63,726.69
Total Compensation	$663,956.69

Schedule Adjustment:
Anticipated substantial completion December 4, 2023

SIGNATURES:

INVISION Architecture, LLC	Grimes Public Library
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Eric Ritland, AIA, EDAC, Partner	Scott Mikkelsen, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE	**DATE**

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CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 09/12/2023

AGENDA ITEM: Change Order #4 AMC Mechanical Group

BACKGROUND: Relocation of duct heaters and modification to fabric duct at the New Grimes Public Library increasing contract $8,097.71

BUDGETARY CONSIDERATIONS:
Increasing Contract $8,097.71

STRATEGIC PLANNING:
Prioritized ____YES _____NO

*High-Performing Organization/Exception Professional Services_____
*Great Place to Live/Expanded Quality of Life Amenities ___X__
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):
Approved by Christensen Development

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Rochelle Williams

Prepared by:_____
Return to:_____

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	Grimes Public Library		
Contractor:	AMC Mechanical Group		
Address:	107 Vermeer Road Pella, IA 50219		
Finance Budget Code:	350-410-6499	***Finance Project #***	0
Vendor Project or Invoice #:		***PO #***	0
Original Contract Date:	December 17, 2021	***Vendor #***	0

Change Order Number: 4

Change Order Date: August 22, 2023

Purpose of Change Order:

CE #42: Relocation of duct heaters and modification to fabric duct per RFI 110.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 042: Duct Modifications	LS	1.00	$ 8,097.71	$ 8,097.71
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 4 makes the following adjustments to the contract:					**$ 8,097.71**

Contractor Accepted: AMC Mechanical Group
Firm Name

Signature — Date: 9/6/23

Engineer Approved: INVISION Architecture
Firm Name

Signature — Date: 09.06.23

Owner Accepted: City of Grimes

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,021,690.00
1	September 14, 2022	$ 4,285.00
2	April 17, 2023	$ 1,853.13
3	June 19, 2023	$ 48.52
4	August 22, 2023	$ 8,097.71
5		
6		
7		
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11		
12		
13		
14		
15		

Revised Contract Amount **$ 1,035,974.36**

Date Printed: 8/12/2023

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	Building Access Control		
Contractor:	Baker Group		
Address:	1600 SE Corporate Woods Drive, Ankeny, IA 50021		
Finance Budget Code:	373-650-6505	***Finance Project #***	0
Vendor Project or Invoice #:	0	***PO #***	0
Original Contract Date:	October 25, 2022	***Vendor #***	0

Change Order Number: 1

Change Order Date: August 17, 2023

Purpose of Change Order:

Initial walk through of project had some doors not included in project. With the use of the system, staff has requested additional doors be included in system. Additionally, some facilities were not available to staff (Heritage Park restrooms) when the project started. This change will add these doors into the system

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Additional Door locks and hardware	LS	1.00	$ 11,345.00	$ 11,345.00
2					$ -
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 1 makes the following adjustments to the contract:					**$ 11,345.00**

Contractor Accepted: Baker Group
Firm Name

Signature Doug Ruschill Date 9-6-23

Engineer Approved:
Firm Name

Signature Date

Owner Accepted: City of Grimes

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 144,754.00
1	August 17, 2023	$ 11,345.00
2		
3		
4		
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12		
13		
14		
15		

Revised Contract Amount $ 156,099.00

Date Printed: 08/23/2023

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/23

AGENDA ITEM: GrimesPlex, Change Order #4.

BACKGROUND: A change order request has been made for the GrimesPlex project. The purpose and details are as follows:

- Fence and Turf Revisions
  - Modification to the field fencing required to accommodate soccer bench areas as well as bullpens and revised turf to exclude the previously proposed yellow soccer markings.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $62,204.66.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services___
*Great Place to Live/Expanded Quality of Life Amenities __X___
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed this Change Order and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Aaron Jarosh, Staff Engineer
Return to: Matt Ahrens, City Engineer

CHANGE ORDER FORM

CITY OF GRIMES

Project Title: GrimesPlex
Contractor: Edge Commercial, LLC
Address: 3155 SE Miehe Drive, Suite #2, Grimes, Iowa 50111
Finance Budget Code: 367-470-6499 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: November 8, 2022 ***Vendor #*** 1334

Change Order Number: 4

Change Order Date: September 12, 2023

Purpose of Change Order:

Modification to the field fencing are required to accommodate soccer bench areas as well as bullpens. The modifications include removal of existing fence post as well as the installation of surface mounted fence post and chain link fencing.

PR 08 include Pod #5 and #6 were revised to exclude the previous proposed yellow soccer markings.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.09	PR 08 Fence and Turf Revisions	LS	1	$ 62,204.66	$ 62,204.66
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Change Order Number: 4 makes the following adjustments to the contract: $ 62,204.66

Contractor Accepted: Edge Commercial, LLC
Firm Name
Jason Ceretti
Signature
09/06/2023
Date

Engineer Approved: Civil Design Advantage
Firm Name
Signature
9/5/2023
Date

Owner Accepted: City of Grimes MSA 9-6-23
Signature
Title
Date

Attest for Owner:
Signature
Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$23,316,582.11
1	December 13, 2022	$ (6,806.60)
2	May 9, 2023	$ 95,854.00
3	June 27, 2023	$ 24,977.41
4	September 12, 2023	$ 62,204.66
5		
6		
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14		
15		

Revised Contract Amount $23,492,811.58

Date Printed: 9/5/2023

RESOLUTION NO. 09-2123 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

WHEREAS, The Grimes City Council entered into construction contracts for the construction of certain public improvements;

WHEREAS, the contractor for each project shall submit progress payment requests;

WHEREAS, the engineering firm overseeing the project along with the City Engineer review the pay requests and submit them for payment;

WHEREAS, the attached pay requests have been reviewed and have been determined to be due and payable to the contractor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, recommend payment of the attached pay requests.

PASSED AND APPROVED this 12th Day of September 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: August 1, 2023 Through: August 31, 2023

Contract Summary

Original Contract Amount:	$ 8,068,100.00		
Net change by Change Orders:	$ 18,417.33		
Contract Amount to Date: (line 1 ± 2)		$ 8,086,517.33	
Total completed and stored to date:	$ 7,447,552.59		
Retainage: 5 % of Completed Work:	$ 372,377.63		
Total Earned less Retainage:		$ 7,075,174.96	
Less previous applications for payment:		$ 6,576,863.52	
SUBTOTAL			$ 498,311.44
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 498,311.44
Balance to finish, including retainage:		$ 1,011,342.37	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval: Shank Constructors, Inc. (Firm Name)
Signature — 9/1/2023 (Date)

Engineer / Consultant Approval: Veenstra & Kimm,Inc. (Firm Name)
Signature — 9-5-2023 (Date)

City of Grimes Staff Approval:
Signature — 9-7-23 (Date)

City of Grimes Council Approval: Council 9-12-23
Signature — Date

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

Date Printed: 9/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Mobilization	LS	1.00		1.00	$285,000.00	$ 285,000.00	100%	$ 285,000.00	0%	100.00%
2	Site Demolition	LS	1.00		1.00	$115,000.00	$ 115,000.00	100%	$ 115,000.00	0%	100.00%
3	Earth Retention	LS	1.00		1.00	$ 1,921,503.00	$ 1,921,503.00	100%	$ 1,921,503.00	0%	100.00%
4	Earthwork	LS	1.00		1.00	$546,000.00	$ 546,000.00	92%	$ 502,320.00	8%	92.00%
5	Site Utilities	LS	1.00		1.00	$ 1,104,000.00	$ 1,104,000.00	93%	$ 1,026,720.00	7%	93.00%
6	Site Concrete	LS	1.00		1.00	$35,000.00	$ 35,000.00		$ -	100%	0.00%
7	Cast In Place Concrete	LS	1.00		1.00	$ 1,388,210.00	$ 1,388,210.00	100%	$ 1,388,210.00	0%	100.00%
8	Precast Materials	LS	1.00		1.00	$207,500.00	$ 207,500.00	100%	$ 207,500.00	0%	100.00%
9	Precast Erection	LS	1.00		1.00	$36,400.00	$ 36,400.00	100%	$ 36,400.00	0%	100.00%
10	Wood Blocking	LS	1.00		1.00	$ 3,000.00	$ 3,000.00	100%	$ 3,000.00	0%	100.00%
11	Roofing	LS	1.00		1.00	$40,200.00	$ 40,200.00	90%	$ 36,180.00	10%	90.00%
12	Hatches	LS	1.00		1.00	$24,500.00	$ 24,500.00	100%	$ 24,500.00	0%	100.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	$18,250.00	$ 18,250.00	90.0%	$ 16,425.00	10%	90.00%
14	Coiling Door	LS	1.00		1.00	$23,500.00	$ 23,500.00	100%	$ 23,500.00	0%	100.00%
15	Painting	LS	1.00		1.00	$25,000.00	$ 25,000.00	50%	$ 12,500.00	50%	50.00%
16	Specialties	LS	1.00		1.00	$ 1,800.00	$ 1,800.00	50%	$ 900.00	50%	50.00%
17	Bar Screens	LS	1.00		1.00	$309,220.00	$ 309,220.00	100%	$ 309,220.00	0%	100.00%
18	Submersible Pumps	LS	1.00		1.00	$333,000.00	$ 333,000.00	100%	$ 333,000.00	0%	100.00%
19	Slide Gates	LS	1.00		1.00	$39,460.00	$ 39,460.00	100%	$ 39,460.00	0%	100.00%
20	Inside Process Piping	LS	1.00		1.00	$227,000.00	$ 227,000.00	100%	$ 227,000.00	0%	100.00%
21	Jib Crane	LS	1.00		1.00	$58,000.00	$ 58,000.00	100%	$ 58,000.00	0%	100.00%
22	Plumbing	LS	1.00		1.00	$12,000.00	$ 12,000.00	95%	$ 11,400.00	5%	95.00%
23	HVAC	LS	1.00		1.00	$329,460.00	$ 329,460.00	85.00%	$ 280,041.00	15%	85.00%
24	Electrical	LS	1.00		1.00	$985,097.00	$ 985,097.00	58%	$ 571,356.26	42%	58.00%
25	CO #1 Additional Fencing	LS		1.00	1.00	$ 2,493.33	$ 2,493.33	1	$ 2,493.33	-	100.00%
26	CO 2.1 Adding Color to Precast Concrete Wall Panels	LS		1.00	1.00	$11,040.00	$ 11,040.00	1	$ 11,040.00	-	100.00%
27	CO 2.2 Change Hatches 6-9 Larger Size for Pumps	LS		1.00	1.00	$ 4,884.00	$ 4,884.00	1	$ 4,884.00	-	100.00%
28					-		$ -		$ -	-	0.00%
29					-		$ -		$ -	-	0.00%
30					-		$ -		$ -	-	0.00%
31					-		$ -		$ -	-	0.00%
32					-		$ -		$ -	-	0.00%
33					-		$ -		$ -	-	0.00%
34					-		$ -		$ -	-	0.00%
35					-		$ -		$ -	-	0.00%
36					-		$ -		$ -	-	0.00%
37					-		$ -		$ -	-	0.00%
38					-		$ -		$ -	-	0.00%
39					-		$ -		$ -	-	0.00%
40					-		$ -		$ -	-	0.00%
41					-		$ -		$ -	-	0.00%
42					-		$ -		$ -	-	0.00%
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49					-		$ -		$ -	-	0.00%
50					-		$ -		$ -	-	0.00%
51					-		$ -		$ -	-	0.00%
52					-		$ -		$ -	-	0.00%
53					-		$ -		$ -	-	0.00%
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61					-		$ -		$ -	-	0.00%
62					-		$ -		$ -	-	0.00%
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64					-		$ -		$ -	-	0.00%
65					-		$ -		$ -	-	0.00%
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67					-		$ -		$ -	-	0.00%
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69					-		$ -		$ -	-	0.00%
70					-		$ -		$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 8,086,517.33 $ 7,447,552.59 92.10%

Date printed: 9/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 179,581.03
2	May 10, 2022	$ 152,544.50
3	June 14, 2022	$ 635,744.26
4	July 12, 2022	$ 547,628.35
5	August 9, 2022	$ 756,106.14
6	September 13, 2022	$ 949,547.80
7	October 11, 2022	$ 420,971.27
8	November 8, 2022	$ 252,582.76
9	December 13, 2022	$ 298,450.30
10	January 10, 2023	$ 133,038.53
11	February 14, 2023	$ 565,243.94
12	March 14, 2023	$ 424,548.09
13	April 11, 2023	$ 406,928.99
14	May 9, 2023	$ 57,058.90
15	June 13, 2023	$ 235,379.16
16	July 11, 2023	$ 474,905.50
17	August 8, 2023	$ 86,604.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 6,576,863.52**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	$ 2,493.33
2	April 11, 2023	$ 15,924.00
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TOTAL **$ 18,417.33**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	583.00
Added by Change Order:	
Contract Time to Date:	583.00
Time Used to Date:	583.00
Contract Time Remaining:	-

Date Printed: 9/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: July 28, 2023 Through: August 31, 2023

Contract Summary

Original Contract Amount:	$ 8,235,801.00		
Net change by Change Orders:	$ 62,238.00		
Contract Amount to Date: (line 1 ± 2)		$ 8,298,039.00	
Total completed and stored to date:	$ 7,935,442.47		
Retainage: 5 % of Completed Work:	$ 396,772.12		
Total Earned less Retainage:		$ 7,538,670.35	
Less previous applications for payment:		$ 7,320,628.10	
SUBTOTAL			$ 218,042.25
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 218,042.25
Balance to finish, including retainage:		$ 759,368.65	
Contract Time Remaining (If applicable)	(30.00) Working Days		

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

Construction Contractor Approval: Rognes Corporation (Firm Name)
Cody Rognes (Signature) 9/5/2023 (Date)

Engineer / Consultant Approval: Veenstra & Kimm,Inc. (Firm Name)
(Signature) 9-5-2023 (Date)

City of Grimes Staff Approval: (Signature) 9-6-23 (Date)

City of Grimes Council Approval: Council 9-12-23 (Signature) (Date)

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

Date Printed: 9/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	36" Force Main in Open Cut	LF	14,777.00		14,777.00	$ 338.00	$ 4,994,626.00	13,727.00	$ 4,639,726.00	1,050.00	92.89%
2	36" Force Main Trenchless in Casing	LF	110.00		110.00	$ 1,300.00	$ 143,000.00		$ -	110.00	0.00%
3	36" Force Main Trenchless	LF	140.00		140.00	$ 900.00	$ 126,000.00	270.00	$ 243,000.00	(130.00)	192.86%
4	36" Force Main Directional Bored	LF	105.00		105.00	$ 900.00	$ 94,500.00		$ -	105.00	0.00%
5	Air Release Manhole	EA	4.00		4.00	$28,000.00	$ 112,000.00	3.00	$ 84,000.00	1.00	75.00%
6	24" Sanitary Sewer in Open Cut	LF	1,246.00		1,246.00	$ 245.00	$ 305,270.00	1,246.00	$ 305,270.00	-	100.00%
7	15" Sanitary Sewer in Open Cut	LF	1,039.00		1,039.00	$ 215.00	$ 223,385.00	1,039.00	$ 223,385.00	-	100.00%
8	12" Sanitary Sewer in Open Cut	LF	5,496.00		5,496.00	$ 215.00	$ 1,181,640.00	5,496.00	$ 1,181,640.00	-	100.00%
9	12" Sanitary Sewer Trenchless	LF	55.00		55.00	$ 350.00	$ 19,250.00	55.00	$ 19,250.00	-	100.00%
10	Manhole - 84"	EA	2.00		2.00	$24,000.00	$ 48,000.00	2.00	$ 48,000.00	-	100.00%
11	Manhole - 72"	EA	1.00		1.00	$15,000.00	$ 15,000.00	1.00	$ 15,000.00	-	100.00%
12	Manhole - 48"	EA	21.00		21.00	$ 7,200.00	$ 151,200.00	21.00	$ 151,200.00	-	100.00%
13	Connection to Existing Manhole - 24" Sewer	EA	1.00		1.00	$10,000.00	$ 10,000.00	1.00	$ 10,000.00	-	100.00%
14	6" PCC Trail	SY	386.00		386.00	$ 55.00	$ 21,230.00	164.00	$ 9,020.00	222.00	42.49%
15	Field Tile Replacement - 8" and Smaller	LF	500.00		500.00	$ 40.00	$ 20,000.00	929.00	$ 37,160.00	(429.00)	185.80%
16	Stabilizing Material	TON	100.00		100.00	$ 50.00	$ 5,000.00		$ -	100.00	0.00%
17	Erosion Control	LS	1.00		1.00	$58,700.00	$ 58,700.00	70.0%	$ 41,090.00	30.0%	70.00%
18	Seeding	ACRE	25.00		25.00	$ 1,800.00	$ 45,000.00		$ -	25.00	0.00%
19	Clearing and Grubbing	LS	1.00		1.00	$650,000.00	$ 650,000.00	100.0%	$ 650,000.00	0.0%	100.00%
20	Traffic Control	LS	1.00		1.00	$12,000.00	$ 12,000.00	70.0%	$ 8,400.00	30.0%	70.00%
	Change Orders										
1.1	Remove and Replace 7" PCC pavement	SY		102.00	102.00	$ 169.00	$ 17,238.00	102.00	$ 17,238.00	-	100.00%
1.2	Drop Connection	EA		3.00	3.00	$ 6,200.00	$ 18,600.00	3.00	$ 18,600.00	-	100.00%
2.1	SUDAS Type 1 Seeding	ACRE		8.00	8.00	$ 3,300.00	$ 26,400.00	3.00	$ 9,900.00	5.00	37.50%
								-	$ -		0.00%
	Stored Materials								$ -		0.00%
21	36" Elbow 2-Miter	EA			2.00	$ 3,900.00	$ 7,800.00	-	$ -		0.00%
22	36" Elbow 1-Miter	EA			8.00	$ 3,000.00	$ 24,000.00		$ -		0.00%
23	36" Elbow 2-Miter	EA			7.00	$ 3,900.00	$ 27,300.00		$ -		0.00%
24	End Cap	EA			1.00	$ 740.00	$ 740.00		$ -		0.00%
25	36" Sanitary Force Main pipe	LF			7,360.21	$ 185.43	$ 1,364,803.74		$ -		0.00%
26	36" Sanitary Force Main pipe	LF			6,880.55	$ 184.92	$ 1,272,351.31	1,031.60	$ 190,763.47		14.99%
27	36" Elbow 0-Miter	EA			8.00	$ 4,500.00	$ 36,000.00		$ -		0.00%
28	36" Elbow 1-Miter	EA			9.00	$ 3,000.00	$ 27,000.00		$ -		0.00%
29	36" Elbow 1-Miter	EA			4.00	$ 6,250.00	$ 25,000.00	1.00	$ 6,250.00		25.00%
30	36" Elbow 2-Miter	EA			1.00	$ 3,000.00	$ 3,000.00	-	$ -		0.00%
31	36" Elbow 2-Miter	EA			4.00	$ 3,900.00	$ 15,600.00	2.00	$ 7,800.00		50.00%
32	36" Elbow 2-Miter	EA			2.00	$ 7,500.00	$ 15,000.00	1.00	$ 7,500.00		50.00%
33	36" Elbow 3-Miter	EA			1.00	$ 3,900.00	$ 3,900.00	-	$ -		0.00%
34	36" Elbow 3-Miter	EA			2.00	$ 4,300.00	$ 8,600.00	-	$ -		0.00%
35	Steel Casing Pipe	LF			320.00	$ 225.00	$ 72,000.00	50.00	$ 11,250.00		15.63%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 308,750.00
2	September 13, 2022	$ 248,097.25
3	October 11, 2022	$1,374,592.05
4	November 8, 2022	$2,490,201.31
5	December 13, 2022	$2,180,893.53
6	January 10, 2023	$ 152,903.81
7	February 14, 2023	$ 42,540.05
8	March 14, 2023	$ 139,820.05
9	July 11, 2023	$ 256,820.91
10	August 8, 2023	$ 126,009.14
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Previous Applications for Payment

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TOTAL **$ 7,320,628.10**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 35,838.00
2	May 23, 2023	$ 26,400.00
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TOTAL **$ 62,238.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	511.00
Added by Change Order:	
Contract Time to Date:	511.00
Time Used to Date:	541.00
Contract Time Remaining:	**(30.00)**

Date Printed: 9/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: September 12, 2023 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: July 26, 2023 Through: August 30, 2023

Contract Summary

Original Contract Amount:	$ 12,675,000.00		
Net change by Change Orders:	$ 192,229.94		
Contract Amount to Date: (line 1 ± 2)		$ 12,867,229.94	
Total completed and stored to date:	$ 13,034,884.66		
Retainage: 5 % of Completed Work:	$ 651,744.23		
Total Earned less Retainage:		$ 12,383,140.42	
Less previous applications for payment:		$ 12,349,193.06	
SUBTOTAL			$ 33,947.36
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 33,947.36
Balance to finish, including retainage:		$ 484,089.52	
Contract Time Remaining (If applicable)	(90.00) Working Days		

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

Construction Contractor Approval: S.J. Louis Construction, Inc. (Firm Name)
Signature — 9/5/2023 (Date)

Engineer / Consultant Approval: Veenstra & Kimm,Inc. (Firm Name)
Signature — 9-5-2023 (Date)

City of Grimes Staff Approval:
Signature — 9-7-23 (Date)

City of Grimes Council Approval:
Council 9-12-23
Signature — Date

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

Date Printed: 9/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	60" Sanitary in Open Cut	LF	1,744.00		1,744.00	$ 660.25	$ 1,151,476.00	1,744.00	$ 1,151,476.00	-	100.00%
2	54" Sanitary in Open Cut	LF	9,729.00		9,729.00	$ 679.75	$ 6,613,287.75	9,729.00	$ 6,613,287.75	-	100.00%
3	48" Sanitary in Open Cut	LF	55.00		55.00	$ 1,200.00	$ 66,000.00	65.00	$ 78,000.00	(10.00)	118.18%
4	36" Sanitary in Open Cut	LF	33.00		33.00	$ 1,400.00	$ 46,200.00	33.00	$ 46,200.00	-	100.00%
5	36" DI Sanitary Sewer in Open Cut	LF	30.00		30.00	$ 1,500.00	$ 45,000.00	30.00	$ 45,000.00	-	100.00%
6	24" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	$ 1,252.00	$ 25,040.00	20.00	$ 25,040.00	-	100.00%
7	8" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	$ 900.00	$ 18,000.00	20.00	$ 18,000.00	-	100.00%
8	54" Sanitary Tunneled	LF	656.00		656.00	$ 2,200.00	$ 1,443,200.00	669.00	$ 1,471,800.00	(13.00)	101.98%
9	Manhole - 120"	EA	1.00	(1.00)	-	$ 1.00	$ -		$ -	-	0.00%
10	Manhole - 96"	EA	4.00	(2.00)	2.00	$50,000.00	$ 100,000.00	2.00	$ 100,000.00	-	100.00%
11	Manhole - 84"	EA	35.00	(29.00)	6.00	$33,510.00	$ 201,060.00	7.00	$ 234,570.00	(1.00)	116.67%
12	Storm Sewer - 48" RCP	LF	30.00		30.00	$ 800.00	$ 24,000.00	30.00	$ 24,000.00	-	100.00%
13	Storm Sewer - 24" RCP	LF	60.00		60.00	$ 250.00	$ 15,000.00	30.00	$ 7,500.00	30.00	50.00%
14	Storm Sewer - 18" RCP	LF	90.00		90.00	$ 180.00	$ 16,200.00	118.00	$ 21,240.00	(28.00)	131.11%
15	Storm Sewer - 15" RCP	LF	30.00		30.00	$ 150.00	$ 4,500.00	126.00	$ 18,900.00	(96.00)	420.00%
16	Storm Sewer - 12" RCP	LF	30.00		30.00	$ 105.00	$ 3,150.00	32.00	$ 3,360.00	(2.00)	106.67%
17	6" Tile with Sock	LF	18,900.00		18,900.00	$ 19.00	$ 359,100.00	22,900.00	$ 435,100.00	(4,000.00)	121.16%
18	6" PCC Trail	SY	8,148.00		8,148.00	$ 65.00	$ 529,620.00	8,228.00	$ 534,820.00	(80.00)	100.98%
19	Granular Surfacing	SY	362.00		362.00	$ 25.00	$ 9,050.00	268.00	$ 6,700.00	94.00	74.03%
20	Steel Sheeting	SF	7,900.00		7,900.00	$ 35.00	$ 276,500.00	7,900.00	$ 276,500.00	-	100.00%
21	Rip-Rap	TON	1,350.00		1,350.00	$ 70.00	$ 94,500.00	1,351.49	$ 94,604.30	(1.49)	100.11%
22	Stabilizing Material	TON	200.00		200.00	$ 44.85	$ 8,970.00	866.23	$ 38,850.42	(666.23)	433.12%
23	Erosion Control	LS	1.00		1.00	$100,000.00	$ 100,000.00	95.0%	$ 95,000.00	5.0%	95.00%
24	Seeding	ACRE	25.00		25.00	$ 2,500.00	$ 62,500.00	29.27	$ 73,175.00	(4.27)	117.08%
25	Clearing and Grubbing	LS	1.00		1.00	$150,000.00	$ 150,000.00	100%	$ 150,000.00	0.0%	100.00%
26	Traffic Control	LS	1.00		1.00	$20,000.00	$ 20,000.00	100%	$ 20,000.00	0.0%	100.00%
27	54" Base FRP Manholes	EA	27.00	(2.00)	25.00	$40,000.00	$ 1,000,000.00	25.00	$ 1,000,000.00	-	100.00%
28	60" Base FRP Manholes	EA	5.00		5.00	$39,000.00	$ 195,000.00	4.00	$ 156,000.00	1.00	80.00%
29	Remove Trees Brookview	LS		1.00	1.00	$ 2,200.00	$ 2,200.00	1.00	$ 2,200.00	-	100.00%
30	Aurora Rock Obstruction	LS		1.00	1.00	$17,763.77	$ 17,763.77	1.00	$ 17,763.77	-	100.00%
31	Intake Remove and Replace Station 15+65 Left	LS		1.00	1.00	$ 5,885.00	$ 5,885.00	2.00	$ 11,770.00	(1.00)	200.00%
32	Remove and Replace Sewer Line and Cleanout	LS		1.00	1.00	$ 5,250.00	$ 5,250.00	1.00	$ 5,250.00	-	100.00%
33	Manhole 22 Fiberglass Riser (Non Returnable)	LS		1.00	1.00	$ 9,368.70	$ 9,368.70	1.00	$ 9,368.70	-	100.00%
34	Manhole Change Surcharge	LS		1.00	1.00	$ 6,925.00	$ 6,925.00	1.00	$ 6,925.00	-	100.00%
35	Invert Adjustment Additional Cost	LS		1.00	1.00	$59,619.91	$ 59,619.91	1.00	$ 59,619.91	-	100.00%
36	Meredith Tunnel Lowering Costs	LS		1.00	1.00	$16,318.19	$ 16,318.19	1.00	$ 16,318.19	-	100.00%
37	Additional Mobilizations - Meredith Drive Crossing	LS		2.00	2.00	$25,000.00	$ 50,000.00	2.00	$ 50,000.00	-	100.00%
38	Meredith Utilility Exploration	LS		1.00	1.00	$25,663.70	$ 25,663.70	1.00	$ 25,663.70	-	100.00%
39	156th Steet Rock Obstruction	LS		1.00	1.00	$19,704.19	$ 19,704.19	1.00	$ 19,704.19	-	100.00%
40	Brookview Drive Rock Obstruction	LS		1.00	1.00	$34,281.53	$ 34,281.53	1.00	$ 34,281.53	-	100.00%
41	Grubbing, Grade, and Restore 156th & Brookview	LS		1.00	1.00	$ 2,136.25	$ 2,136.25	1.00	$ 2,136.25	-	100.00%
42	Meredith Drive Rock Obstruction	LS		1.00	1.00	$34,759.95	$ 34,759.95	1.00	$ 34,759.95	-	100.00%
											0.00%
											0.00%
											0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 8, 2022	$ 97,850.00
2	April 12, 2022	$ 76,000.00
3	June 28, 2022	$ 319,396.14
4	July 12, 2022	$1,149,935.40
5	August 9, 2022	$1,356,953.99
6	September 13, 2022	$1,721,837.63
7	October 11, 2022	$1,680,563.57
8	November 15, 2022	$ 828,385.59
9	December 13, 2022	$1,143,666.61
10	January 10, 2023	$ 819,078.72
11	February 14, 2023	$ 546,778.32
12	March 14, 2023	$ 680,294.31
13	April 11, 2023	$ 572,937.88
14	May 9, 2023	$ 601,402.36
15	June 13, 2023	$ 608,123.28
16	July 11, 2023	$ 104,834.79
17	August 8, 2023	$ 41,154.47
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Previous Applications for Payment

No.	Date	Amount
36		
37		
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TOTAL **$ 12,349,193.06**

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	$ (84,666.25)
2	January 24, 2023	$ 276,896.19
3		
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TOTAL **$ 192,229.94**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	December 14, 2021
Original Contract Time:	534.00
Added by Change Order:	
Contract Time to Date:	534.00
Time Used to Date:	624.00
Contract Time Remaining:	**(90.00)**

Date Printed: 9/5/2023

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 12, 2023

AGENDA HEADING:
Resolution Approving Offer to Purchase and Agreement – JDS Property

SYNOPSIS:
The City has completed plans for SE 11th Street and South James Street Improvements. A number of easements and ROW have been determined necessary for the construction. Staff has been working with JDS Real Estate to acquire those easements and ROW.

An offer has been prepared by the City based upon a compensation estimate of the value of the easements, and improvements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = $10,740.00

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

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

RESOLUTION NO.09-2223

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – JDS PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the SE 11th St and South James Improvements (the "Projects") and has determined that certain easements are necessary in order to construct the Project; and

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

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

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

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

PASSED AND APPROVED this 12th day of September 2023.

By:_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **7925-05-301-001**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **SE 11th and South James Street Improvements**

TO: JDS Real Estate Investments, LLC

On this 17th day of August, 2023, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$ _____	on right of possession	_____
$ _____	on conveyance of title	_____
$ _____	on surrender of possession	_____
$ 10,740.00	on possession and conveyance	Within 30 Days of BUYER Approval
		_____
		_____
$ 10,740.00	TOTAL LUMP SUM	

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	49,889 sq.ft.	$ 0.00
Underlying Fee Title	56,607 sq.ft.	$ 0.00
Permanent Easement	131,333 sq.ft.	$ 10,000.00
Temporary Easement(s)	23,924 sq.ft.	$ 740.00
Landscaping/Other		$ 0.00
Total		$ 10,740.00

Additional Damages None

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

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall construct sanitary sewer improvements to support the property as shown on Exhibit A

16. BUYER shall be responsible for all restoration disturbed area within the easements.

17. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

18. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

19. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

20. GENERAL PROVISIONS.

    a. 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.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

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

X _____
By: JEFF STANBROUGH, MEMBER
Marital Status: MARRIED

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } ss:

On this 5th day of SEPTEMBER, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFF STANBROUGH,

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

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

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

MATTHEW TOBIT BOWLES
Commission Number 816819
My Commission Expires
5-7-2025

CAPACITY CLAIMED

BY SIGNER:
_ INDIVIDUAL
_ CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
__ Corporate Seal is affixed
__ No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

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

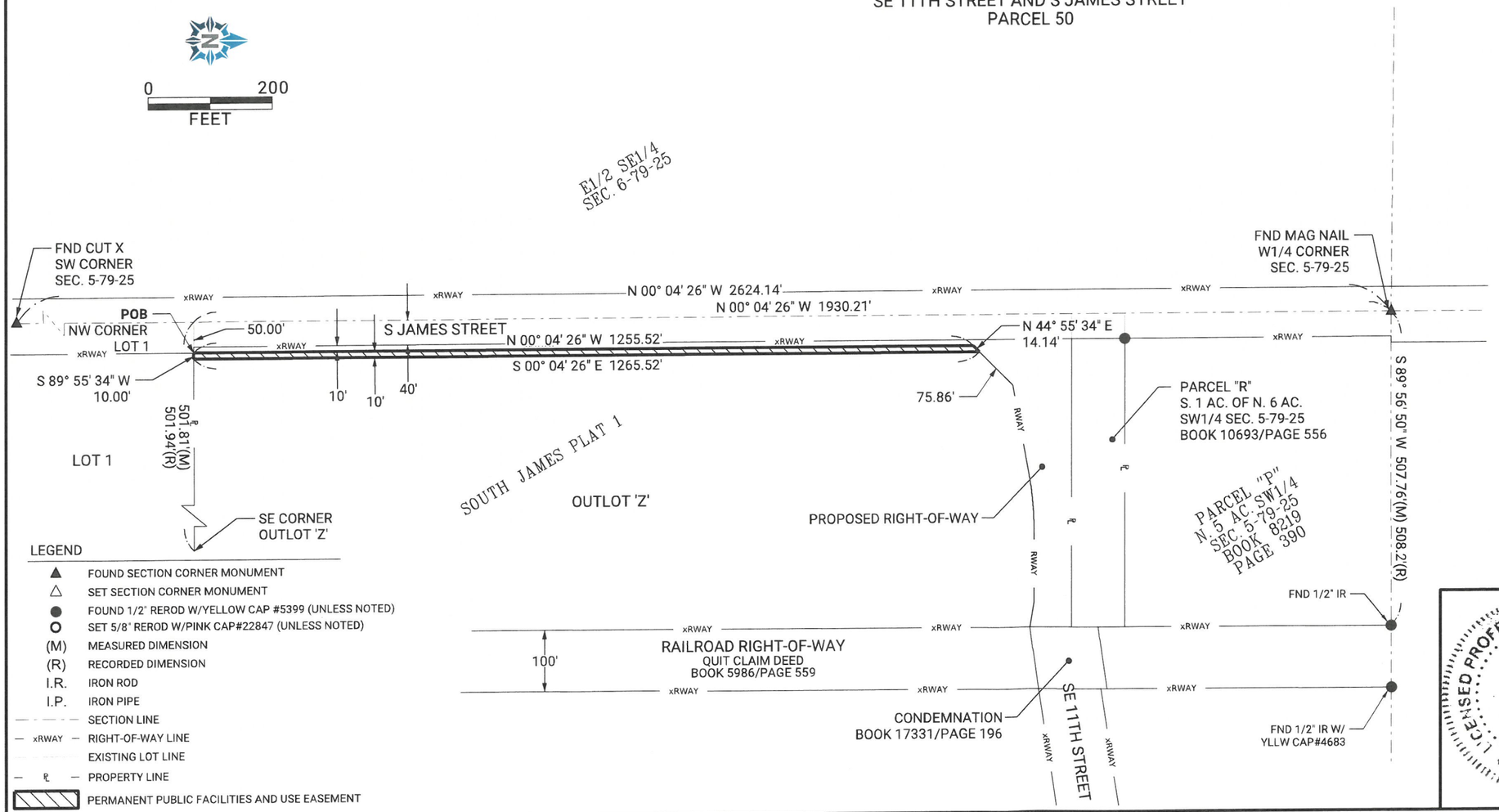
_____
Notary Public in and for the State of Iowa

Index Legend	
Location:	Outlot 'Z', South James Plat 1
Requestor:	City of Grimes
Proprietor:	JDS Real Estate Investments, LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 | (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 50-P1

PERMANENT PUBLIC FACILITIES AND USE EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 50



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD W/YELLOW CAP #5399 (UNLESS NOTED)
- O SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- PERMANENT PUBLIC FACILITIES AND USE EASEMENT

PROPERTY OWNER:

JDS REAL ESTATE INVESTMENTS, LLC
10888 HICKMAN ROAD, STE 3B
CLIVE, IA 50325
BOOK 19335, PAGE 230

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN OUTLOT 'Z' OF SOUTH JAMES PLAT 1, AN OFFICIAL PLAT AS RECORDED IN BOOK 18533, PAGE 353 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID SOUTH JAMES PLAT 1, THENCE NORTH 00° 04' 26" WEST, 1255.52 FEET ALONG THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF S JAMES STREET; THENCE NORTH 44° 55' 34" EAST, 14.14 FEET CONTINUING ALONG SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00° 04' 26" EAST, 1265.52 FEET TO THE SOUTH LINE OF SAID OUTLOT 'Z'; THENCE SOUTH 89° 55' 34" WEST, 10.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 12,605 SQUARE FEET OR 0.29 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

FIELD SURVEY COMPLETED: JULY 2022

LICENSED PROFESSIONAL LAND SURVEYOR
JODY A. BUDDE 22847
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

8-21-2023
JODY A. BUDDE, P.L.S. DATE
License Number: 22847
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal: 1 OF 1

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G020-01 DATE: 8/21/2023

Foth

SE 11TH STREET AND S JAMES STREET

CITY OF GRIMES, POLK COUNTY, IOWA

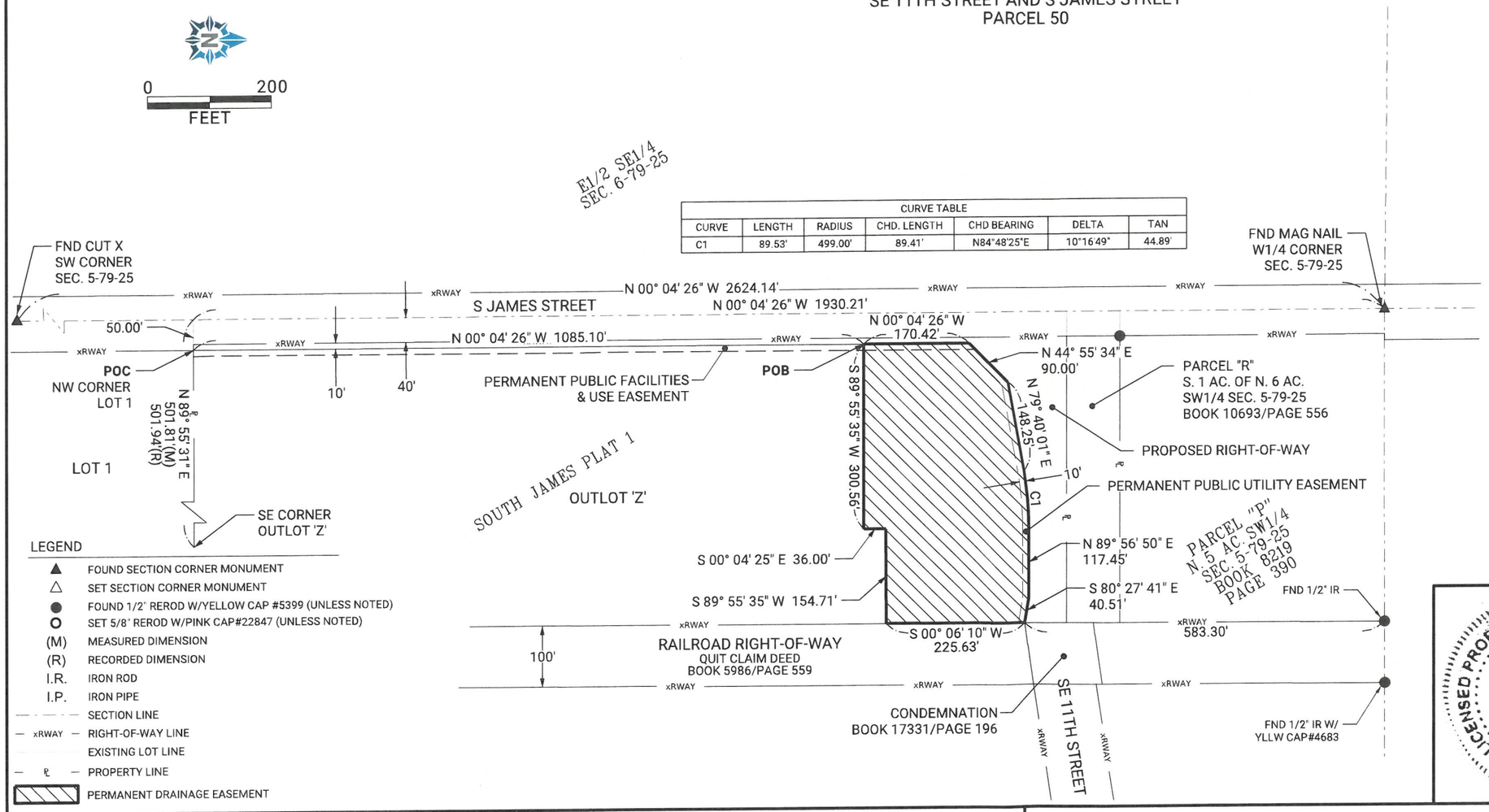
SHEET
1 OF 1

Index Legend	
Location:	Outlot 'Z', South James Plat 1
Requestor:	City of Grimes
Proprietor:	JDS Real Estate Investments, LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 | (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 50-P2

PERMANENT DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 50



PROPERTY OWNER:

JDS REAL ESTATE INVESTMENTS, LLC
10888 HICKMAN ROAD, STE 3B
CLIVE, IA 50325
BOOK 19335, PAGE 230

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN OUTLOT 'Z' OF SOUTH JAMES PLAT 1, AN OFFICIAL PLAT AS RECORDED IN BOOK 18533, PAGE 353 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID SOUTH JAMES PLAT 1, THENCE NORTH 00° 04' 26" WEST, 1085.10 FEET ALONG THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF S JAMES STREET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 04' 26" WEST, 170.42 FEET ALONG SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 44° 55' 34" EAST, 90.00 FEET CONTINUING ALONG SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE TO THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF SE 11TH STREET; THENCE NORTH 79° 40' 01" EAST, 148.25 FEET ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE; THENCE EASTERLY A DISTANCE OF 89.53 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A CENTRAL ANGLE OF 10° 16' 49", ALONG A 499.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 84° 48' 25" EAST, 89.41 FEET CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 56' 50" EAST, 117.45 FEET CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 80° 27' 41" EAST, 40.51 FEET CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE TO THE WEST RIGHT-OF-WAY LINE OF THE FORMER CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD; THENCE SOUTH 00° 06' 10" WEST, 225.63 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 89° 55' 35" WEST, 154.71 FEET; THENCE SOUTH 00° 04' 25" EAST, 36.00 FEET; THENCE SOUTH 89° 55' 35" WEST, 300.56 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 109,047 SQUARE FEET OR 2.50 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

FIELD SURVEY COMPLETED: JULY 2022

LICENSED PROFESSIONAL LAND SURVEYOR
JODY A. BUDDE
22847
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

8-21-2023
DATE

JODY A. BUDDE, P.L.S.
License Number: 22847
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal:
1 of 1

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G020-01 DATE: 8/21/2023

Foth

SE 11TH STREET AND S JAMES STREET

CITY OF GRIMES, POLK COUNTY, IOWA

SHEET
1 OF 1

Index Legend	
Location:	Outlot 'Z', South James Plat 1
Requestor:	City of Grimes
Proprietor:	JDS Real Estate Investments, LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 | (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 50-P3

PERMANENT PUBLIC UTILITY EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 50

PROPERTY OWNER:

JDS REAL ESTATE INVESTMENTS, LLC
10888 HICKMAN ROAD, STE 3B
CLIVE, IA 50325
BOOK 19335, PAGE 230

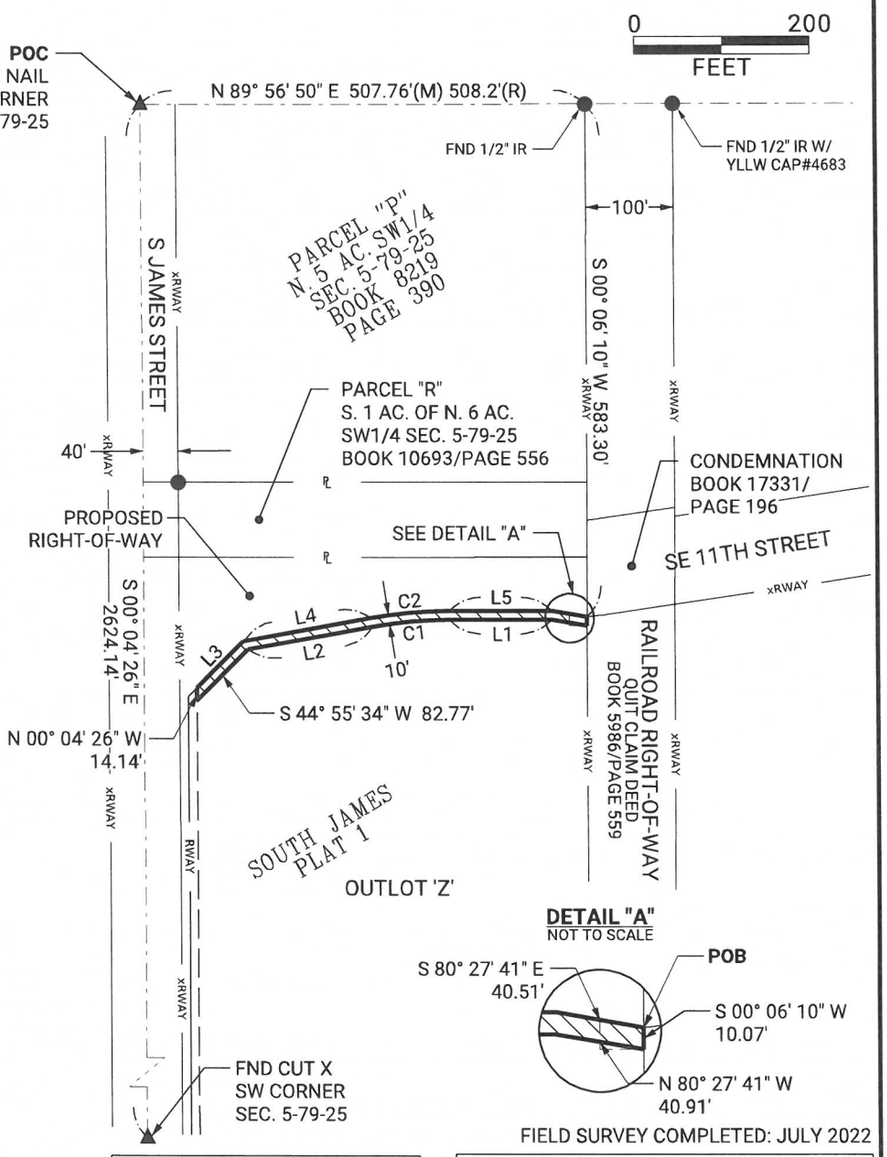
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN OUTLOT 'Z' OF SOUTH JAMES PLAT 1, AN OFFICIAL PLAT AS RECORDED IN BOOK 18533, PAGE 353 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 56' 50" EAST, 507.76 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 TO THE WEST RIGHT-OF-WAY LINE OF THE FORMER CHICAGO, MILWAUKEE, & ST. PAUL RAILROAD; THENCE SOUTH 00° 06' 10" WEST, 583.30 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 06' 10" WEST, 10.07 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 80° 27' 41" WEST, 40.91 FEET; THENCE SOUTH 89° 56' 50" WEST, 117.03 FEET; THENCE WESTERLY A DISTANCE OF 87.74 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A CENTRAL ANGLE OF 10° 16' 49", ALONG A 489.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 84° 48' 25" WEST, 87.62 FEET; THENCE SOUTH 79° 40' 01" WEST, 145.12 FEET; THENCE SOUTH 44° 55' 34" WEST, 82.77 FEET; THENCE NORTH 00° 04' 26" WEST, 14.14 FEET TO THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF SE 11TH STREET; THENCE NORTH 44° 55' 34" EAST, 75.86 FEET ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 79° 40' 01" EAST, 148.25 FEET CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE; THENCE EASTERLY A DISTANCE OF 89.53 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A CENTRAL ANGLE OF 10° 16' 49", ALONG A 499.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 84° 48' 25" EAST, 89.41 FEET CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 56' 50" EAST, 117.45 FEET CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 80° 27' 41" EAST, 40.51 FEET CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,723 SQUARE FEET OR 0.11 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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



DETAIL "A"
NOT TO SCALE

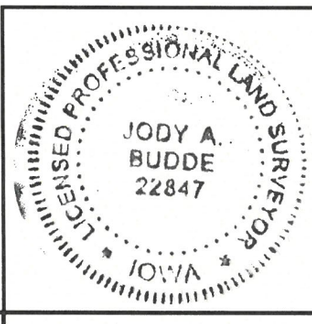
FIELD SURVEY COMPLETED: JULY 2022

LINE TABLE		
LINE	LENGTH	BEARING
L1	117.03'	S89°56'50"W
L2	145.12'	S79°40'01"W
L3	75.86'	N44°55'34"E
L4	148.25'	N79°40'01"E
L5	117.45'	N89°56'50"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHD. LENGTH
C1	87.74'	489.00'	87.62'
C2	89.53'	499.00'	89.41'
CURVE	CHD BEARING	DELTA	TAN
C1	S84°48'25"W	10°16'49"	43.99'
C2	N84°48'25"E	10°16'49"	44.89'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD W/YELLOW CAP #5399 (UNLESS NOTED)
- O SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- — — — SECTION LINE
- — xRWAY — RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- — ℄ — PROPERTY LINE
- PERMANENT PUBLIC UTILITY EASEMENT



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

8-21-2023

JODY A. BUDDE, P.L.S. DATE

License Number: 22847

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal:

1 OF 1

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G020-01 DATE: 8/21/2023

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ✧ Johnston, IA 50131-2931
✧ Phone: 515-254-1393 ✧

SHEET
1 OF 1

Index Legend	
Location:	Outlot 'Z', South James Plat 1
Requestor:	City of Grimes
Proprietor:	JDS Real Estate Investments, LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 | (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 50-P4

PERMANENT SANITARY SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 50

PROPERTY OWNER:

JDS REAL ESTATE INVESTMENTS, LLC
10888 HICKMAN ROAD, STE 3B
CLIVE, IA 50325
BOOK 19335, PAGE 230

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN OUTLOT 'Z' OF SOUTH JAMES PLAT 1, AN OFFICIAL PLAT AS RECORDED IN BOOK 18533, PAGE 353 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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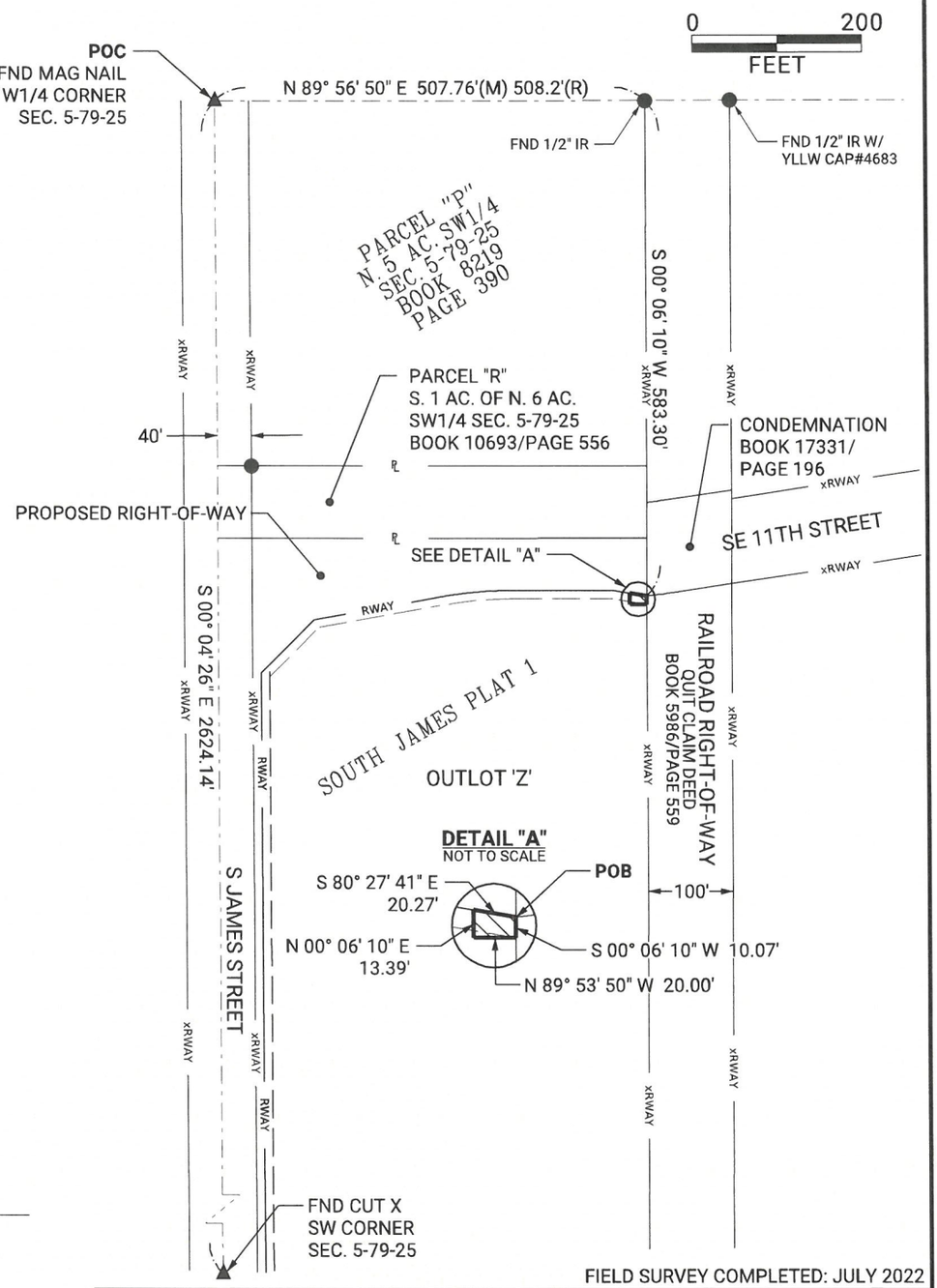
SAID TRACT CONTAINS 235 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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



FIELD SURVEY COMPLETED: JULY 2022

LEGEND

▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND 1/2" REROD W/YELLOW CAP #5399 (UNLESS NOTED)
O	SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
(M)	MEASURED DIMENSION
(R)	RECORDED DIMENSION
I.R.	IRON ROD
I.P.	IRON PIPE
— — —	SECTION LINE
— xRWAY —	RIGHT-OF-WAY LINE
	EXISTING LOT LINE
— ℄ —	PROPERTY LINE
▨	PERMANENT SANITARY SEWER EASEMENT

LICENSED PROFESSIONAL LAND SURVEYOR
JODY A. BUDDE
22847
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

8-21-2023

JODY A. BUDDE, P.L.S. DATE

License Number: 22847

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal: 1 OF 1

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G020-01 DATE: 8/21/2023

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ❖ Johnston, IA 50131-2931
❖ Phone: 515-254-1393 ❖

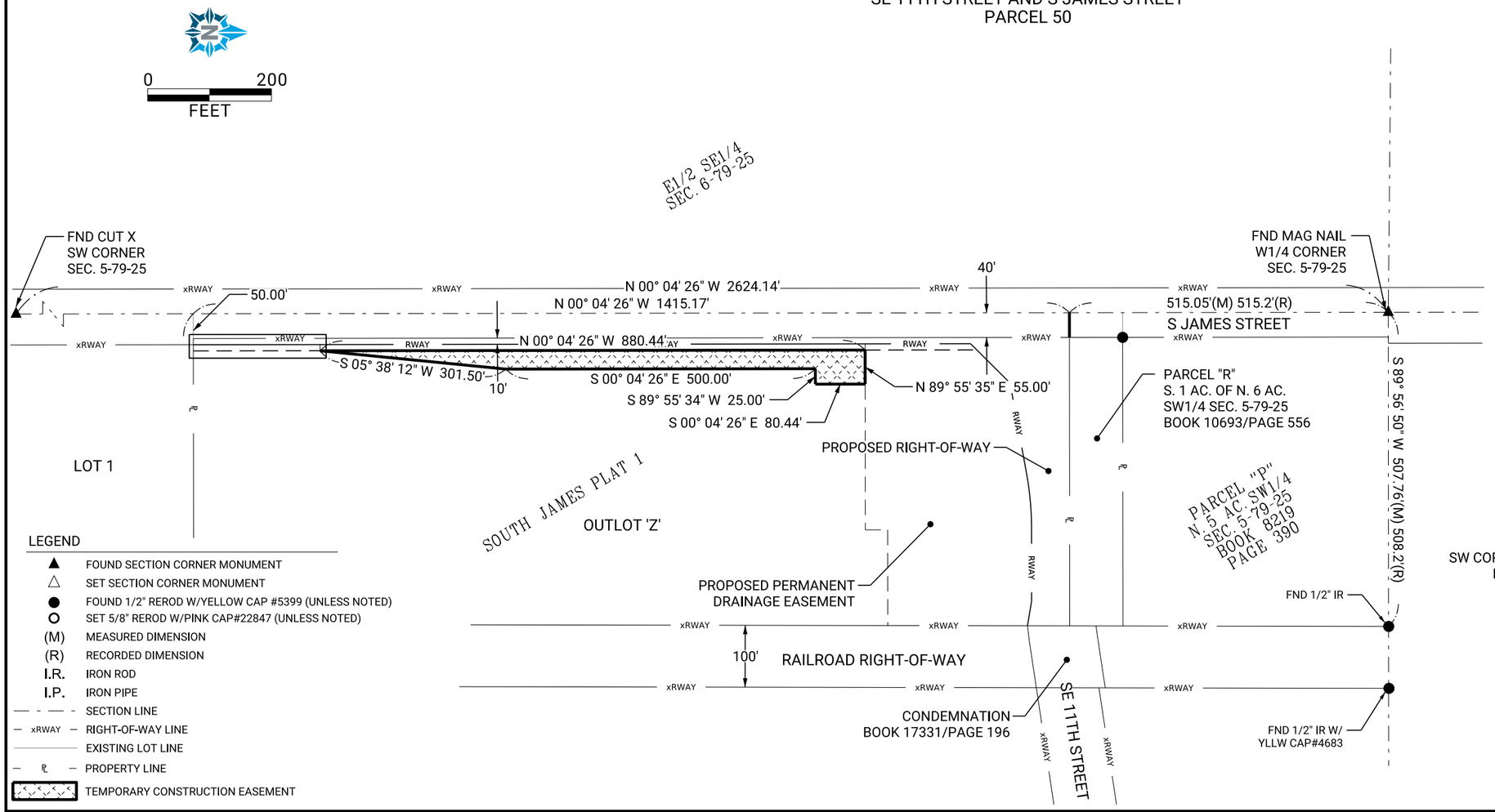
SHEET
1 OF 1

Prepared by Jody Budde, 8191 Birchwood Court, Suite L, Johnston, IA 50131 • Phone: 515-254-1393

TEMPORARY EASEMENT

EXHIBIT 50-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 50



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD W/YELLOW CAP #5399 (UNLESS NOTED)
- O SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

PROPERTY OWNER:

JDS REAL ESTATE INVESTMENTS, LLC
10888 HICKMAN ROAD, STE 3B
CLIVE, IA 50325
BOOK 19335, PAGE 230

LEGAL DESCRIPTION:

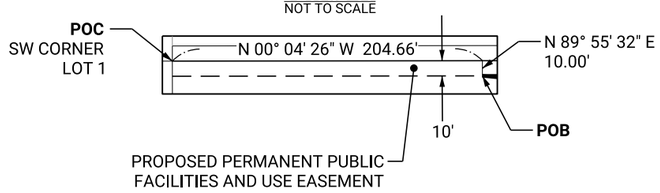
A PARCEL OF LAND LOCATED IN OUTLOT 'Z' OF SOUTH JAMES PLAT 1, AN OFFICIAL PLAT AS RECORDED IN BOOK 18533, PAGE 353 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID SOUTH JAMES PLAT 1, THENCE NORTH 00° 04' 26" WEST, 204.66 FEET ALONG THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF S JAMES STREET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 04' 26" WEST, 880.44 FEET CONTINUING ALONG SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 55' 35" EAST, 55.00 FEET; THENCE SOUTH 00° 04' 26" EAST, 80.44 FEET; THENCE SOUTH 89° 55' 34" WEST, 25.00 FEET; THENCE SOUTH 00° 04' 26" EAST, 500.00 FEET; THENCE SOUTH 05° 38' 12" WEST, 301.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 23,924 SQUARE FEET OR 0.55 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

DETAIL "A"
NOT TO SCALE



FIELD SURVEY COMPLETED: JULY 2022

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G020-01 DATE: 6/7/2023

Foth

SE 11TH STREET AND S JAMES STREET

GRIMES, IOWA

SHEET
1 OF 1

Index Legend	
Location:	Outlot 'Z', South James Plat 1
Requestor:	City of Grimes
Proprietor:	JDS Real Estate Investments, LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 | (515) 254-1393

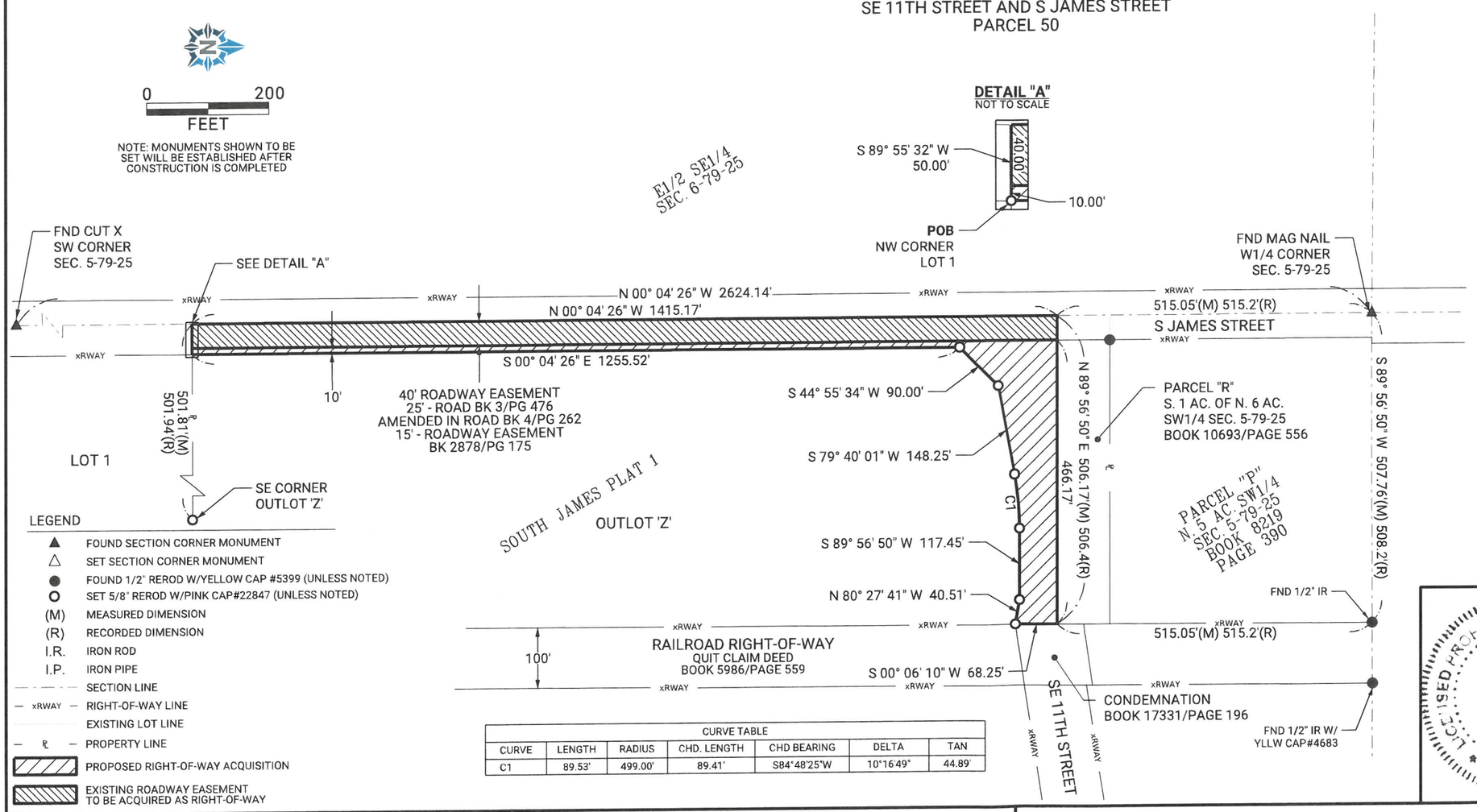
ACQUISITION PLAT

EXHIBIT 50-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 50

0 200
FEET

NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	89.53'	499.00'	89.41'	S84°48'25"W	10°16'49"	44.89'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD W/YELLOW CAP #5399 (UNLESS NOTED)
- O SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- PROPOSED RIGHT-OF-WAY ACQUISITION
- EXISTING ROADWAY EASEMENT TO BE ACQUIRED AS RIGHT-OF-WAY

PROPERTY OWNER:

JDS REAL ESTATE INVESTMENTS, LLC
10888 HICKMAN ROAD, STE 3B
CLIVE, IA 50325
BOOK 19335, PAGE 230

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN OUTLOT 'Z' OF SOUTH JAMES PLAT 1, AN OFFICIAL PLAT AS RECORDED IN BOOK 18533, PAGE 353 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID SOUTH JAMES PLAT 1, THENCE SOUTH 89° 55' 32" WEST, 50.00 FEET TO THE WEST LINE OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 00° 04' 26" WEST, 1415.17 FEET ALONG SAID WEST LINE; THENCE NORTH 89° 56' 50" EAST, 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF S JAMES STREET; THENCE NORTH 89° 56' 50" EAST, 466.17 FEET ALONG THE NORTH LINE OF SAID OUTLOT 'Z' TO THE WEST RIGHT-OF-WAY LINE OF THE FORMER CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE SOUTH 00° 06' 10" WEST, 68.25 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 80° 27' 41" WEST, 40.51 FEET; THENCE SOUTH 89° 56' 50" WEST, 117.45 FEET; THENCE WESTERLY A DISTANCE OF 89.53 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A CENTRAL ANGLE OF 10° 16' 49", ALONG A 499.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 84° 48' 25" WEST, 89.41 FEET; THENCE SOUTH 79° 40' 01" WEST, 148.25 FEET; THENCE SOUTH 44° 55' 34" WEST, 90.00 FEET; THENCE SOUTH 00° 04' 26" EAST, 1255.52 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 106,496 SQUARE FEET OR 2.44 ACRES MORE OR LESS, INCLUDING 56,607 SQUARE FEET OR 1.30 ACRES MORE OR LESS OF EXISTING ROADWAY EASEMENT.

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

FIELD SURVEY COMPLETED: JULY 2022

LICENSED PROFESSIONAL LAND SURVEYOR
JODY A. BUDDE
22847
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

8-21-2023
DATE

JODY A. BUDDE, P.L.S.
License Number: 22847
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal: 1 OF 1

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G020-01 DATE: 8/21/2023

Foth

SE 11TH STREET AND S JAMES STREET

CITY OF GRIMES, POLK COUNTY, IOWA

SHEET
1 OF 1

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

CITY COUNCIL COMMUNICATION
Meeting Date: 9/12/23

AGENDA ITEM: Iowa Department of Transportation Urban-State Traffic Engineering Program – Agreement.

BACKGROUND: The Iowa DOT has a funding source called Urban-State Traffic Engineering Program (U-STEP) which was created to solve traffic operation and safety problems on primary roads in Iowa cities. The City of Grimes is currently working with Snyder & Associates on the design and construction of traffic signal and intersection improvements at the intersection of Iowa Highway 141 and NE Beaverbrooke Boulevard. City staff decided to go after some of these funds to help cover the costs associated with the spot improvements at this intersection and filled out the U-STEP application and submitted it to the Iowa DOT. They reviewed our application and approved the funding for up to $200,000 for this spot improvement. In order for the City of Grimes to receive these funds, the City Council needs to approve the Iowa DOT Agreement for U-STEP Project and return it to the Iowa DOT. The City of Grimes will be required to be the lead agency for this project, provide matching funds for at least 45% of the eligible construction costs and involve the Iowa DOT in the review of the plans & specifications.

BUDGETARY CONSIDERATIONS: The City of Grimes could receive up to the maximum funding of $200,000 for the spot improvements at this intersection, which will be dependent on the percentage of eligible construction costs at the ratio of 55% Iowa DOT and 45% matching city funds. This will help offset the project costs for the NE Beaverbrooke Boulevard & Iowa Highway 141 Intersection Improvements.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services **X**
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

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

RESPONSIBLE STAFF/CONTACT INFORMATION
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No. 09-2323

WHEREAS, the City of Grimes (Grimes) was awarded Iowa Department of Transportation (IDOT) Urban-State Traffic Engineering Program (U-STEP) funding for the NE Beaverbrooke Boulevard and Iowa Highway 141 Intersection Improvements project; and,

WHEREAS, the IDOT provides U-STEP funds as financial assistance to communities for solving traffic operation and safety problems on primary roads;

WHEREAS, IDOT has proposed the attached Agreement that defines the cooperative actions between the IDOT and Grimes for the above-mentioned project;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 12th day of September 2023, and approved by the Mayor on the 12th day of September, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

Goal 1:
High-Performing Organization Providing Exceptional Professional Services

City Admin. & Fire Chief	Fire 28E Agreement	IMPLEMENTATION AND MONITORING
City Eng.	Water System Model Implementation	COUNCIL APPROVAL
City Eng.	Federal Infrastructure Program Preparation	STAKEHOLDER INPUT
Dev. Serv. & Fire Chief	Fire Station Design	DEVELOPMENT
Dev. Serv.	Civic Campus Master Plan	BACKGROUND RESEARCH
Dev. Serv.	Construction Observation Management In-House	IMPLEMENTATION AND MONITORING
Finance Dir.	Budget & Tax Rate	IMPLEMENTATION AND MONITORING
Finance Dir.	Debt Service Levy Alignment	IMPLEMENTATION AND MONITORING
Finance Dir.	Equipment Replacement Plan	IMPLEMENTATION AND MONITORING
Finance Dir.	Enterprise Rates and Adjustments	IMPLEMENTATION AND MONITORING
H.R.	Long-Range Citywide Services and Staffing Plan	DEVELOPMENT
I.T.	Network Equipment Upgrade/Replacement	COUNCIL APPROVAL
Marketing	Communications Guide and Policy Development	COUNCIL APPROVAL
Pub. Works Dir.	Storm Water Programs	IMPLEMENTATION AND MONITORING
Pub. Works Dir./City Eng.	Water Supply and Treatment System	BACKGROUND RESEARCH

NOT STARTED | BACKGROUND RESEARCH | STAKEHOLDER INPUT | DEVELOPMENT | REVIEW AND TESTING | BOARD AND COMMISSION RECOMMENDATION | COUNCIL APPROVAL | IMPLEMENTATION AND MONITORING

Goal 2:
Great Place to Live Through Expanded Quality-of-life Amenities

Dev. Serv	Subdivision and Parkland Dedication Ordinance	DEVELOPMENT
Library Dir.	Library Budget Phase 2	IMPLEMENTATION AND MONITORING
Park & Rec. Dir.	Wallace Farms Development	DEVELOPMENT
Park & Rec. Dir.	Trail Connectivity to High School Gap Analysis and	IMPLEMENTATION AND MONITORING
Park & Rec. Dir.	Community Events/Festivals Expansion	IMPLEMENTATION AND MONITORING
Park & Rec. Dir.	Existing Trail Improvements and Maintenance	IMPLEMENTATION AND MONITORING
Park & Rec. Dir.	Recreational Programming Expansion	DEVELOPMENT
Park & Rec. Dir.	Standardized Park Amenities for Existing Parks	DEVELOPMENT

NOT STARTED | BACKGROUND RESEARCH | STAKEHOLDER INPUT | DEVELOPMENT | REVIEW AND TESTING | BOARD AND COMMISSION RECOMMENDATION | COUNCIL APPROVAL | IMPLEMENTATION AND MONITORING

Goal 3:
Dynamic Town With a Strong Sense of Community

City Eng.	GrimesPlex	IMPLEMENTATION AND MONITORING
City Eng.	Regional Water Future Decision	REVIEW AND TESTING
City Eng.	Sanitary Sewer Study	DEVELOPMENT
Dev. Serv. Dir.	James Street Corridor Study	COUNCIL APPROVAL
Dev. Serv. Dir.	Annexations	DEVELOPMENT
Dev. Serv. Dir.	Highway 44 Corridor Study	COUNCIL APPROVAL
Dev. Serv. Dir.	Comprehensive Housing Study	NOT STARTED
Dev. Serv. Dir.	Area Plans for Growth Areas	REVIEW AND TESTING
GCED President	City Economic Development Strategy	BACKGROUND RESEARCH

NOT STARTED | BACKGROUND RESEARCH | STAKEHOLDER INPUT | DEVELOPMENT | REVIEW AND TESTING | BOARD AND COMMISSION RECOMMENDATION | COUNCIL APPROVAL | IMPLEMENTATION AND MONITORING

Goal 4:
More Beautiful, Vibrant Community

Dev. Serv. Dir.	Zoning Ordinance Udpate	BACKGROUND RESEARCH
Pub. Works Dir.	Tree Farm and Greenhouse Arboretum Nursery	NOT STARTED
Pub. Works Dir.	Tree and forestation Policy, Plan and Program	STAKEHOLDER INPUT

NOT STARTED | BACKGROUND RESEARCH | STAKEHOLDER INPUT | DEVELOPMENT | REVIEW AND TESTING | BOARD AND COMMISSION RECOMMENDATION | COUNCIL APPROVAL | IMPLEMENTATION AND MONITORING