

Grimes City Council Agenda

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

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

Mission Statement

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

Grimes City Council Meeting September 13, 2022 In Person/Zoom at Grimes Community Center, 410 SE Main Street Room 203

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

Join Zoom Meeting

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

Meeting ID: 378 730 5851

Passcode: 1234

One tap mobile

+16469313860,,3787305851# US

+13017158592,,3787305851# US (Washington DC)

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 13, 2022, AT 5:30 PM AT GRIMES COMMUNITY CENTER ROOM 203

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

4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
- A. Minutes from previous meeting
 - B. ABD Renewal: Fareway Stores-351 SE Gateway Dr. Class E Liquor, Class B Wine, Class C Beer.
 - C. Resolution 09-0122 Approving an Investment Pledge to Support the Greater Des Moines Partnership
 - D. Resolution 09-0222 Authorizing Water and Sewer Billing Adjustment
 - E. Resolution 09-0322 Approving to Remove Dead, Diseased, or Dying Trees Located on City Owned Greenspace Located Behind NW Prairie Creek Drive and NW 8th Street
 - F. Resolution 09-0422 Approving Emergency Proceeding Under Iowa Code Section 384.103 (2) To Purchase Replacement of the North Jordan Well Water Pumping Equipment
 - G. Resolution 09-0722 Approving Update to Fee Schedule
 - H. Resolution 09-0922 Consent for Improvements Lot 27 Chevalia Valley Plat 2-- 208 NE 22nd Circle
 - I. Request for Street Closure for Block Party
 - 1. 2305 NE Birch Lane
 - 2. 809 NW Sunset Lane
 - J. Professional Services Payments:
 - 1. Whitfield & Eddy Law- \$24,794.10
 - 2. Pay Request #2 Nilles Associates, Inc for Outlet Repairs – Crossings Townhomes and Lot J Beaverbrooke West Plat 8 \$9,357.50
 - 3. Pay Request #4 Civil Design Advantage for GrimesPlex \$99,482.25
 - 4. Pay Request #9 Nilles Associates, Inc for Kennybrook South Detention Basin Improvements \$3,017.50
 - 5. Pay Request #45 Veenstra & Kimm, Inc for WRA Connector \$82,131.55
 - 6. Sports Facilities Development LLC – Service Agreement \$29,333.00
 - 7. Christensen Development LLC – Consulting for New Grimes Library \$10,000.00
 - K. Pay Requests:
 - 1. Pay Request #1 Halbrook Excavating for SE Jacob Street Reconstruction and Storm Sewer \$95,089.78
 - 2. Pay Request #1 S.M. Hentges & Sons, Inc for WRA Grimes Connector – Contract 2 \$322,598.34
 - 3. Pay Request #2 Rognes Corporation for WRA Grimes Connector – Contract 3 \$248,097.25
 - 4. Pay Request #5 Van Maanen Electric, Inc for Highway 44 at County Line Road Temporary Traffic Signal \$3,815.31
 - 5. Pay Request #6 S.J. Louis Construction, Inc for WRA Grimes Connector – Contract 1 \$1,721,837.63
 - 6. Pay Request #6 Shank Constructors, Inc for WRA Grimes Connector – Contract 4 \$949,547.80
 - 7. Pay Request #7 Absolute Concrete – County Line Road Intersection Improvements \$24,076.80
 - 8. Pay Request #3 Synergy Contracting, LLC – SE Trail Ridge Road Water Main \$164,531.70
 - 9. Pay Request #1 Cogley LLC DBA Blue Sky Cleaning Services for Demolition of City Property (Wallace Farm) \$50,000
 - L. Professional Contracts
 - 1. Amendment to Owner-Engineer Agreement Amendment #2- Nilles Associates, Inc for Design and Construct Grimes Existing Basins Enhancements

2. Resolution 09-2022 Agreement for Professional Consulting Services – SE Trail Ridge Road Reconstruction – MSA Professional Services, Inc.
3. Resolution 09-2122 Agreement for Professional Consulting Services – West Area Trunk Sewer Conceptual Study – Veenstra & Kimm, Inc
- M. Resolution 09-1022 Approving Development Agreement and Purchase Agreement HD LLC
- N. Resolution 09-1122 Approving Quotes and Bills Over \$10,000.00
- O. Resolution 09-1322 Authorizing the Temporary Traffic Speed Calming Measures on NW 8th Street Traffic and NE Park Drive
- P. Resolution 09-1522 Approving Agreement Regarding Sidewalk Construction -1250 SE 25th St.
- Q. Resolution 09-1722 Personnel Transaction
- R. Resolution 09-1822 Approving Listing Services Agreement with Stanbrough Realty – 309 E 1st Street
- S. Receiving and Filing of Correspondence
- T. Finance Report for August 2022
- U. Claims Report

PUBLIC FORUM

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

PUBLIC AND COUNCIL AGENDA ITEMS

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

1. Resolution 09-1222 Authorizing the Increase of the Speed Limit on a Portion of NE Gateway Drive From 25 MPH to 30 MPH
2. Resolution 09-1622 Approving Final Plat – Destination Market Plat 7
3. Resolution 09-0522 Terminating the Sports Management Agreement between the City of Grimes and Hope Development & Realty, LLC
4. Resolution 09-0622 Accepting Assignment of Lease Agreement Between Hope Development & Realty, LLC and City of Grimes Iowa for the GrimesPlex
5. Resolution 09-1922 Approving Disbursement of Donated Funds for GrimesPlex
6. Resolution 09-2222 Ordering Construction of the GrimesPlex, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
7. Resolution 09-0822 Authorizing Staff To Solicit Proposals and Work With the Park and Rec Board to Evaluate Responses for Softball/Baseball and Concessionaire Tenants at the GrimesPlex

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, August 23, 2022

*Please note the regular City Council Meeting was held as an electronic and in person meeting. The meeting was called to order by Mayor Mikkelsen Tuesday August 23, 2022, at 5:31 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Johansen, Second by Borcharding to approve the agenda with the removal of Item 4 on the Public Agenda

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

CONSENT AGENDA

A. Minutes from previous meeting B. Resolution 08-0322 Adopting Schedule of Administrative Penalties for Violations of Industrial Pretreatment Ordinance Regulating Hauled Waste and Regulating Fat, Oil and Grease Discharge by Food Service Establishments in Chapter 9 of the Municipal Code of the City of Grimes C. Resolution 08-0422 to Amending Schedule of Administrative Penalties for Violations of Industrial Pretreatment Ordinance Regulating Hauled Waste and Regulating Fat, Oil and Grease Discharge by Food Service Establishment in Chapter 9 of the Municipal Code of the City of Grimes effective October 1, 2022 D. Professional Services Payments: 1. Allender Butzke Engineers Inc for the New Grimes Library \$1,195.54 2. Allender Butzke Engineers Inc for the New Grimes Library \$666.02 3. Pay Request #5 Snyder & Associates for Traffic Signal Network Communications Project \$11,660.59 4. Pay Request #3 Snyder & Associates for 2021-2022 On Call Traffic Planning and Engineering Services \$5,306.50 5. Pay Request #6 Nilles Associates, Inc for Grimes Existing Basins Enhancements \$5,000.00 6. Pay Request #3 MSA Professional Services, Inc for SE Trail Ridge Road Water Main \$19,419.75 7. Pay Request #3 MSA Professional Services, Inc for SE Jacob Street Reconstruction and Storm Sewer \$13,358.90 8. Pay Request #30 McClure Engineering company for Reverse Osmosis Water Treatment Plant – Phase 1 \$4,953.34 9. Pay Request #2 McClure Engineering Company for Grimes Lime Softening Water Treatment Plant CIP Planning & Improvements \$6,690.37 10. Pay Request #10 to ISG for Water Works Park Splash Pad \$30,382.92 11. Pay Request #8 Foth Infrastructure & Environment, LLC for 2021 Sanitary Sewer Collection System Study \$3,666.25 12. Pay Request #2 Foth Infrastructure & Environment, LLC for SE 19th Street Sanitary Sewer Extension \$49,409.76 E. Pay Applications: 1. Pay Application #1 to Corell Contractors, Inc – New Grimes Library \$225,138.60 2. Pay Application #4 Graphite Construction Group – New Grimes Library \$10,497.50 3. Pay Application #4 to Van Maanen Electric, Inc – New Grimes Library \$29,153.83 4. Pay Application #6 to The Weitz Company, LLC – New Grimes Library \$59,938.04 5. Pay Request #2 Synergy Contracting, LLC for SE Trail Ridge Road Water Main \$137,848.11 6. Pay Request #7 Redbud Landscaping, LLC for Native Vegetation Enhancements in Storm Water Treatment Facilities \$1,596.00 7. Pay Request #3 Redbud Landscaping, LLC for Kennybrook Wetland Landscaping \$935.75 8. Pay Request #1 Edge Commercial for Waterworks Park Improvements \$194,840.25 F. Change Orders: 1.

Change Order #1 Van Maanen Electric, Inc for Highway 44 at County Line Road Temporary Traffic Signal increasing contract \$1,616.12 2. Change Order # 2 Synergy Contracting, LLC for SE Trail Ridge Road Water Main increasing contract \$1,633.50 3. Change Order #2 Redbud Landscaping, LLC for Kenny brook Wetland (Landscaping) increasing contract \$3,750.00 G. Resolution 08-2422 Approving A Senior Bond Issuance Certificate of Wastewater Reclamation Authority (WRA) Participating Community H. Resolution 08-2822 Consent and Agreement for Improvements – Lot 40 of Heritage Station Crossing Plat 1 (1001 NE Cypress Circle) I. Resolution 08-2922 Consent and Agreement for Improvements – Lot 39 of Heritage at Grimes Plant 3 (801 NE 21st Street J. Resolution 08-3022 Accepting Storm Sewer Easement and Overland Flowage Easement for Crossroads Plat 2 Lot 2 K. Resolution 08-3122 Approving Declaration of Site Restrictions Lot 17 and 18, Block 8, Town of Grimes 208 SE Jacob Street L. Resolution 08-3222 Approving Personnel Transactions M. Resolution 08-3322 Authorizing Conveyance of Underground Electric Easement in Connection with Grimes Public Library Project N. Resolution 08-3422 Contract for Professional Services with McClure Engineering Company for Phase 1A Water System Improvements O. ABD Name Change and Renewal- Sol Agave- Formerly known as Prime and Crown: Class C Liquor, Outdoor Service and Sunday Sales P. Finance Report for July 2022 Q. Claims \$1,031,938.78; Motion by Borcherding, Second by Burger, to approve the Consent Agenda. Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

PUBLIC FORUM

Heather Anderson, 2304 NE Birch Lane, addressed the Council with concerns, and a request for direction on a drainage issue along NE Birch Lane.

PUBLIC AND COUNCIL AGENDA ITEMS

1. Vacating and Conveying Public Property

Development Services Director Alex Pfaltzgraff stated that earlier this year, Graystone Properties had approached the City about purchasing the property at 212 SE Main Street. Pfaltzgraff said it is Graystone's intention to build a two-story structure on this lot for office or retail space on the ground level, and residential units on the 2nd floor. Pfaltzgraff noted that closing would not take place until such time as the Site Plan has been approved by Council.

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

Motion by Johansen, Second by Burger, to approve Resolution 08-2622 Conveying Public Property to Graystone Companies, LLC

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

2. Vacating and Conveying Public Property

Development Services Director Alex Pfaltzgraff stated during development of the plans for the Grimes WRA Connector Project, it was determined that certain easements would be necessary. During this process, Pfaltzgraff said the City also identified certain excess ROW (Right of Way) that could be incorporated into the HD LLC Property to the north. Pfaltzgraff said HD LLC was willing to exchange the existing ROW easement for easements that better align with the project. Pfaltzgraff said the City and Developer have agreed the exchange of easements for excess ROW is equitable and satisfies the requirement to dispose at fair market value. Pfaltzgraff added that the amended Resolution includes language to address the point that the actual conveyance of the easements will not take place until the September 13th Council meeting.

Mayor Mikkelsen opened the Public Hearing at 5:40 pm, being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:40 pm.

Motion by Johansen, Second by Burger, to approve the Amended Resolution 08-2722 as presented Vacating and Conveying Public Property to Adjoining Property Owner in Peitzman's Subdivision
Roll Call: Ayes: All; Nays: None Motion passes 5– 0

3. Vacating Public Property

Development Services Director Alex Pfaltzgraff said this is similar to the previous item in that the City had identified certain excess ROW that could be incorporated into the Hope District Property along Beaverbrook Blvd. Pfaltzgraff said the existing ROW is not necessary for the roadway improvements, and only contains landscaping. He said the developer has agreed to exchange the ROW for easements needed.

Mayor Mikkelsen opened the Public Hearing at 5:44 pm, being not written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:44 pm.

Motion by Johansen, Second by Gisch, to approve Resolution 08-2522 Vacating Public Property in Heritage at Grimes Plat 2 and Conveying to Adjoining Property Owner

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

4. Resolution 08-3522 – Item Removed from Agenda

5. 3800 SE Beisser Drive Site Plan Amendment

Development Services Director Pfaltzgraff advised the Council that this site had originally been built on in 2006 and the building had since burned down, the building razed, and lots used only for equipment parking since then. Pfaltzgraff said the parcel was recently acquired by a new owner and the applicant is requesting approval of a preliminary plat which will allow for two lots to be combined into one lot. Pfaltzgraff said the proposed building will be 9,000 square feet, using the same footprint of the original building with the space used for up to four tenants. Pfaltzgraff said the Planning and Zoning Board had reviewed the plans and has made a recommendation of approval at the August 2nd meeting.

Motion by Borcherding, Second by Johansen, to approve the 3800 SE Beisser Drive Site Plan Amendment.

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

6. Seedorff Masonry, Inc and Architectural Wall Systems (SMI-AWS) Preliminary Plat

Development Services Director Pfaltzgraff said the applicant is requesting approval of a preliminary plat for SMI-AWS, which will allow for two lots to be combined into one lot at 4.39 acres. He said combining the lots will allow the new proposed building for Seedorff Masonry, and Architectural Wall Systems. Pfaltzgraff said the Planning and Zoning Board had reviewed the plans and made a recommendation of approval at the August 2nd meeting.

Motion by Johansen, Second by Burger, to approve Seedorff Masonry, Inc and Architectural Wall Systems (SMI-AWS) Preliminary Plat

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

7. Seedorff Masonry, Inc and Architectural Wall Systems (SMI-AWS) Site Plan

Development Services Director Pfaltzgraff said this Site Plan is for the SMI-AWS warehouse and office building located at 1250 SE 25th Street. Pfaltzgraff said the proposal shows two access points off 25th Street. He said this will be an approximately 33,557 square feet of warehouse and 10,867 square feet of office space. Pfaltzgraff said the property is zoned M-1A and not located within an overlay district.

Pfaltzgraff said the building elevations will be primarily brick masonry on three sides with architectural panels and extensive glazing on the front and a covered patio highlighting a number of their products.

Pfaltzgraff noted that the Planning and Zoning Board had reviewed the plans at the August 2nd meeting, and the Planning and Zoning Board as well as staff recommend approval subject to any remaining comments.

Motion by Gisch, Second by DePhillips, to approve the 3800 SE Beisser Drive Site Plan Amendment.

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

8. Resolution 08-3422 Approving Final Plat of M-KEDS Home Place Plat 4 and Certain Related Agreements and Easements

Development Services Director Pfaltzgraff told Council that the applicant is requesting approval of a final plat for M-Keds Homes Plat 4, which will allow for two development lots to be combined into one lot at 4.39 acres in size. Pfaltzgraff said combining the lots will allow the new proposed building for Sedorff Masonry, Inc. and Architectural Wall Systems to meeting the bulk requirements within the M-1A zoning district.

Motion by Burger, Second by DePhillips, to approve Resolution 08-3422 Approving Final Plat of M-KEDS Home Place Plat 4 and Certain Related Agreements and Easements

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

ADJOURN

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

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

Council Meeting September 13th, 2022

ABD LICENSE RENEWAL

- 1. Fareway Stores: 351 SE Gateway Dr:** Class E Liquor, Class B Wine, Class C Beer.



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

Establishment Name: Fareway

Establishment Address: 351 SE Gateway Dr.

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

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

New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: 8/17/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Fareway Stores, Inc.	Fareway Stores, Inc. #983	(515) 986-2023		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
351 Gateway Drive		Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
2300 Industrial Park Road PO Box 70	Boone	Iowa	50036	

Contact Person

NAME	PHONE	EMAIL
Tracey Wilson	(515) 433-5336	twilson@farewaystores.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001567	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 1, 2022	Sep 30, 2023	

SUB-PERMITS

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

PRIVILEGES



Status of Business

BUSINESS TYPE
Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Fred E. Vitt Control Trust	Boone	Iowa	50036	Trust	10.87	Yes
Garrett S Piklapp	Huxley	Iowa	50124	Secetary	0.00	Yes
Various Individuals & Trust each holding less than 5%	Unknown	Iowa	55555	Stockholders	33.25	Yes
Fareway Control Trust	Boone	Iowa	50036	Trust	55.88	Yes
Tracey Wilson						

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



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

AGENDA MEMO

Item No. X
For Meeting of

AGENDA HEADING:

Resolution approving 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 through 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.

COMMITMENT

City of Grimes

Scott Mikkelsen
101 N.E. Harvey St.
Grimes, IA 50111-2051
(515) 986-3036
smikkelsen@grimesiowa.gov

\$100,000+

2013 - 2017 COMMITMENT

\$3,000

2018 - 2022 COMMITMENT

\$5,000

2023 - 2027 REQUEST

\$10,000

2023 - 2027 COMMITMENT

\$

per year

We understand The Partnership will invoice yearly in January
unless otherwise noted below.

We understand that our investment is deductible as an
ordinary business expense under the IRS Code 501(c)6, except
for that portion related to lobbying purposes (currently 5%).

\$50,000 - \$99,999

\$25,000 - \$49,999

\$10,000 - \$24,999

\$5,000 - \$9,999

SIGNATURE: _____

DATE: _____

NAME/TITLE: _____

RETURN TO: TIFFANY TAUSCHECK

e: ttauscheck@DSMpartnership.com p: (515) 286-4954

AMELIA KLATT

e: aklatt@downtowndsmusa.com p: (515) 286-4917
700 Locust St., Ste. 100 | Des Moines, Iowa 50309GREATER DES MOINES
PARTNERSHIP

RESOLUTION NO. 09-0122

A RESOLUTION APPROVING AN INVESTMENT PLEDGE TO SUPPORT THE GREATER DES
MOINES PARTNERSHIP

WHEREAS, the City of Grimes (City) has long supported the Greater Des Moines Partnership; and

WHEREAS, the City has benefitted from the work of the Greater Des Moines Partnership as they have promoted the region and funneled economic development opportunities to Grimes; and

WHEREAS, City staff participates in the peer-to-peer and public-private networking opportunities hosted by the Greater Des Moines Partnership.

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

Section 1. The City Administrator is hereby authorized to sign an investment pledge in the amount of \$10,000 per year for the next 5 years to support the Greater Des Moines Partnership.

Section 2. The pledge is subject to annual appropriation by the City Council through the budgeting process.

Section 3. The disbursement is further subject to approval by the City Council through the regular claims process.

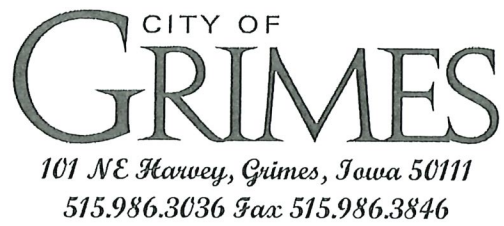
PASSED AND APPROVED this ____ day of September 2022.

BY:

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: Resolution 09-0222 Authorizing water and sewer billing adjustment

SYNOPSIS:

Staff audited irrigation throughout the City. The audit discovered four billing errors.

STAFF/COMMITTEE RECOMMEDATION: Staff recommends approval due to billing error

RESOLUTION AUTHORIZING WATER AND SEWER BILLING ADJUSTMENT

Grimes Resolution No. 09-0222

WHEREAS, The City of Grimes' staff audited irrigation throughout the City;

WHEREAS, Staff discovered four billing errors;

WHEREAS, The City of Grimes desires to correct the errors;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Grimes Iowa:

The City Finance Director is authorized to adjust the billing for water on account #104032602 in the amount of \$1301.20, adjust the billing for sewer on account #107420202 in the amount of \$697.06, adjust the billing for sewer on account #106910001 in the amount of \$210.44 and adjust the billing for sewer on account #120210001 in the amount of \$161.43.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ____ to ____ the 13th day of September 2022, and approved this 13th day of September 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



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

AGENDA MEMO

Item No.
For Meeting of 9/13/2022

AGENDA HEADING: Approval to Remove Tree in City Greenspace

SYNOPSIS: There are 15 Ash trees along the Prairie Creek and NW 8th St trail that are infested with Emerald Ash Borer and need removed.

By ordinance, no tree on city-owned property may be removed without prior approval from City Council.

FISCAL IMPACT:

\$11,775.00 - Xtreme Tree
\$10,000.00 – John's Tree Service
\$7235.00 – Wright Outdoor Solutions

PREVIOUS COUNCIL ACTIONS:

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The Public Works Department recommends removing the trees.

RESOLUTION TO REMOVE DEAD, DISEASED, OR DYING TREES LOCATED ON CITY-OWNED GREENSPACE LOCATED BEHIND NW PRAIRIE CREEK DR. AND NW 8TH ST.

RESOLUTION 09-0322

WHEREAS the City of Grimes owns the greenspace located behind NW Prairie Creek Dr. and NW 8th Street;

WHEREAS there are 15 dead, diseased, or dying trees located on the city-owned greenspace: and,

WHEREAS, the Public Works Department has followed the purchasing policy and acquired three (3) estimates for the removal of the tree at a cost of \$7,235.00.

THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Department is authorized to have the tree removed to avoid harm to persons or property.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ____ to ____ the 13th day of September 2022 and approved this ____ 13th day of September 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



Wright Outdoor Solutions
8000 Raccoon River Drive
West Des Moines, IA 50266

Proposal #48759
Created: 08/22/2022
From: Jason Brauckman

Proposal For

City of Grimes

101 NE Harvey St
Grimes, IA 50111

Location

200 NW Prairie Creek Dr
Grimes, IA 50111

Customer Contact

mobile: 515-330-9438
dguthrie@grimesiowa.gov

Terms

Due on receipt

200 NW Prairie Creek Dr 50111

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) AR - Tree Removal Remove the 15 marked red X trees along the trail around NW trail system along NW Prairie Creek & NW 7th & NW 8th	1	\$ 7,235.00	\$ 7,235.00

No stump grinding since they are in the wooden area

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

I have read and accept all conditions in the "Project Authorization and Implementation" portion of this proposal and authorize Wright Outdoor Solutions to proceed with the services as identified in the proposal.

SUBTOTAL \$ 7,235.00

SALES TAX \$ 0.00

TOTAL \$ 7,235.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Jason Brauckman

Office: (515) 987-0800

Mobile: (515) 306-4145

jbrauckman@wrightoutdoorsolutions.com



Wright Outdoor Solutions
8000 Raccoon River Drive
West Des Moines, IA 50266

Proposal #48759
Created: 08/22/2022
From: Jason Brauckman

4 Dead Ash & Linden



5 dead Ash along trail next to bridge



TERMS & CONDITIONS



Wright Outdoor Solutions (WOS) takes great pride in taking care of your property. We look at doing business with you as a partnership where there are certain responsibilities for both WOS and our Clients. Approval of the proposal is considered acceptance of the terms and conditions noted below. Please read and follow the terms and conditions outlined. If you have any questions, do not hesitate to call.

1. **Estimates** - Estimates are valid for 30 days from the original date of proposal and are based on current material availability and pricing. If materials increase in cost by more than 10% or are unavailable at the time of work, a substitution will be offered of equal value.
2. **Down Payment** - Projects with landscape or holiday décor require a 40% down payment to order materials, authorize work and secure a spot on the installation schedule.
3. **Change Orders** - Additional materials and/or labor charges may apply as a result of unforeseen site conditions or at the request of the Client. Prior to obtaining additional materials or completing the work, the Client will be notified and a change order (CO) defining the scope of the additional services/materials will be provided. The CO scope of work will not continue until authorization is given. If authorization is not received within 24 hours of the CO being sent, project work may be delayed.
4. **Hard Surface Agreement** - WOS requests permission to access the existing hardscape surfaces (driveways, sidewalks, patio's, etc) for staging and transporting materials for the duration of the project. We have no knowledge of the strength of your driveway and will not be held liable for damages that may occur. Limiting access may result in additional installation charges, if necessary. The equipment used could include, but is not limited to Aerial lifts, Bucket Truck, Track Lift and others that weigh in excess of 60,000 lbs.
5. **Turf Agreement** - WOS will attempt to minimize all disturbances to the Client's lawn. However, we do require the use of vehicles and specialized equipment to perform services safely. WOS shall not be liable for damages to landscaping, sod and plant material in the execution of work (i.e. ruts in yard). Repairs are not included in the scope of work, unless specified on the proposal.
6. **Public Utilities** - When digging, WOS is required by law to contact Iowa One Call to locate all public utilities (phone, gas, electric, etc.).
7. **Private Utilities** - Client is responsible for locating all private utilities at their cost (irrigation systems, septic systems, geo-thermal lines, pet containment fences, outdoor lighting, private gas, electrical lines, and any other such utility) on site. WOS will not be held responsible for unmarked or mismarked private utilities. Client is responsible for any damage or injury caused by private utilities not installed to code (i.e. proper depth, approved materials, etc).
8. **Irrigation** - If existing irrigation heads and lines must be relocated for completion of the project and WOS has not been contracted to do the relocation, scheduling and associated costs are the sole responsibility of the Client and must be completed prior the start of work by WOS.
9. **Property Surveys** - Any required property surveys will be at the cost of the Client and are not included in this bid.
10. **Subcontractors** - WOS may employ subcontractors for portions of the project at its discretion.
11. **Schedule** - WOS will work to complete the project as scheduled. Weather, material availability and changes to the scope of the project may require revisions to the schedule.
12. **Client Rescheduling** - If Client has a special event or will be away from job location and would like to reschedule services, it is the responsibility of the Client to contact WOS for schedule changes. A 7-day minimum notice is required or could result in major delay of project and/or additional charges.
13. **Cancellation** - Unless otherwise stated in your contract, a 7-day written notice is requested to cancel any service. If any work has already been completed, Client is responsible for the full cost of labor and materials installed. Special order items that have already been purchased by WOS cannot be canceled regardless of written notice and will be charged to the client.



Proposal #6800

Created: 08/23/2022

From: Josh Modde

John's Tree Service, Inc.
727 Southeast 28th St.

Des Moines, IA 50317
johnstreedesmoines.com

Proposal For

City of Grimes

101 NE Harvey Street
Grimes, IA 50111

Location

NW Prairie Creek Dr
Grimes, IA 50111

Terms

Net 30

NW Prairie Creek Dr 50111

ITEM DESCRIPTION-----WE DO ACCEPT CREDIT/DEBIT CARDS WITH A 3% PROCESSING FEE

AMOUNT

1) Tree Removal

15 Ash trees along trail. 9 red x south part. 2 ash trees center north of middle road. 4 north of bridge and east. leave all stumps.
All cleaned up hauled away.

\$ 10,000.00

Client Notes

We are not responsible for trail with trucks need trail closed.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

DRIVEWAY AND SIDEWALK USE AGREEMENT- JOHN'S TREE SERVICE INC MAY NEED TO USE YOUR DRIVEWAY TO COMPLETE THE ABOVE TREE SERVICES AT THIS PRICE. WE CANNOT BE CERTAIN OF YOUR DRIVEWAY AND/OR SIDEWALKS DURABILITY. JOHN'S TREE SERVICE INC WILL NOT BE HELD LIABLE FOR DRIVEWAY AND/OR SIDEWALK DAMAGES CAUSED BY USE OF HEAVY EQUIPMENT. IF DRIVEWAY AND/OR SIDEWALK CANNOT BE USED A NEW ESTIMATE WILL BE NECESSARY.

SUBTOTAL \$ 10,000.00

SALES TAX \$ 0.00

TOTAL \$ 10,000.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Contacts

Dave Guthrie
515-330-9438
dguthrie@grimesiowa.gov

Sales Reps

Josh Modde
Office: 515-262-6582
Mobile: 515-490-8675

XTREME TREE
36656 N Ave
DeSoto, IA 50069
(515) 802-4638
stu@xtremetreeinc.com
www.xtremetreeinc.com

Estimate

**ADDRESS**

David Guthrie
City of Grimes
1700 SE Destination Dr
Grimes, IA

SHIP TO

David Guthrie
City of Grimes
1700 SE Destination Dr
Grimes, IA

ESTIMATE #	DATE	
9370	08/25/2022	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

PHONE NUMBER
(515) 330-9438

DESCRIPTION	PRODUCT/SERVICE	QTY	RATE	AMOUNT
Remove 15 Marked Ash trees on bike trail parallel to NW Prairie Creek Drive and NW 8th Street. Trees are marked with Red X. No stump grinding	Trimming/Removal	1	11,750.00	11,750.00T
Fuel Surcharge	Fuel Surcharge	1	25.00	25.00T

All Ash Tree Quotes are valid for 90 days from the date of the estimate

SUBTOTAL	11,775.00
TAX	0.00
TOTAL	\$11,775.00

Accepted By

Accepted Date

Terms and Conditions

Xtreme Tree is not responsible for damages to surfaces that may be caused by equipment/operations or because of a defect or wear of ground surfaces or from ground conditions.
Xtreme Tree does maintain responsibility for any damages caused as a result of tree cutting.
By accepting this estimate, you are agreeing to these Terms and Conditions.



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

AGENDA MEMO

Item No. X
For Meeting of

AGENDA HEADING:

Resolution approving Emergency Proceedings under Iowa Code Section 384.103 (2) to purchase and install replacement equipment at the North Jordan Well.

SYNOPSIS:

In late May 2022 an electrical fire destroyed the controls for the north Jordan well. City Staff has coordinated with ICAP and has determined that the loss is covered by insurance and is estimated in the range of \$1.5MM. Additionally, city staff have engaged McClure Engineering to determine if design modifications would be appropriate. We are now ready to move forward with repairing the controls to get the well back in service. Although we have confirmed with the City Attorney and the City's Auditor that the provisions of Iowa law that require a public bid process do not apply because insurance will pay the bills directly, we feel it is a good belt-and-suspenders approach to also adopt a resolution acknowledging the provisions of Iowa law that allow emergency repairs to be made without publicly bidding the work.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Council approved the placement of a temporary generator at the north Jordan well and a scope of services with McClure Engineering to get the well back in service at the June 28, 2022 City Council meeting.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

GRIMES RESOLUTION NO. 9-0422

WHEREAS, the City of Grimes has an obligation to provide its citizens with a plentiful and safe supply of water; and

WHEREAS, the North Jordan Well pumping equipment supplying a major source of the Grimes water supply has recently become damaged as the result of a fire, making it unusable for the water pumping needs of the residents of Grimes; and

WHEREAS, the other sources of city water alone are insufficient to provide for the Grimes' residents present and future needs, and there are no reliable sources of supplemental water that may be purchased on a long-term basis for meeting Grimes' needs in the upcoming months; and

WHEREAS, the competent licensed professional engineer retained by Grimes to provide advice has certified that emergency repairs are necessary and will exceed \$100,000 (see attached Exhibit A); and

WHEREAS, the same licensed engineer has stated that the advertising and public letting process to obtain and install the replacement water pumping equipment would require time that would make it impossible to have the equipment installed in a timely emergency fashion to meet the needs of the Grimes residents; and

WHEREAS, it appears likely that the cost of the repairs will be covered by Grimes' insurer, in the event that the emergency repairs are not covered, it is the determination of the Mayor and City Council that it is a necessary to institute an emergency proceeding under Iowa Code Section 384.103(2) to have this equipment installed as early as possible, because to follow the bidding process required under Iowa Code Chapter 26 might cause serious loss or injury to Grimes and its residents; and

IT IS HEREBY RESOLVED, by the Grimes City Council that:

1. There is a necessity to institute emergency proceedings under Iowa Code Section 384.103(2) to purchase replacement of the North Jordan Well water pumping equipment to meet the City of Grimes' need for clean and plentiful water, and that a delay in having this equipment installed that would occur by advertising and public letting might cause serious loss or injury to the City.
2. The competent licensed professional engineer has certified that the emergency repairs are necessary to the water pumping equipment are necessary.
3. The Mayor is hereby authorized to accept, enter into, and make payment under a contract or contracts for emergency repairs consistent with information and advice supplied by the engineer to the City Council, without holding a public hearing or advertising for bids as

required by the provisions of Iowa Code Chapter 26.

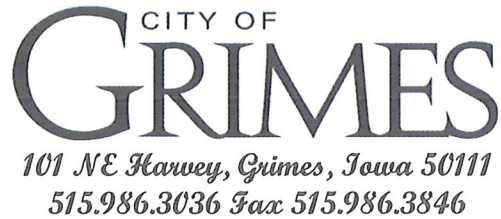
This Resolution passed by a vote of _____ to _____, on this _____ day of September, 2022.

ATTEST:

CITY OF GRIMES, IOWA

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



AGENDA MEMO

Council Meeting September 13, 2022

AGENDA HEADING: Resolution 09-0722 Adopting the City of Grimes Fee Schedule

SYNOPSIS: Staff is proposing updates to the Fee Schedule for:

Building Services- Adding fees for services now being provided in-house that had prior been provided through a vendor for construction observation and erosion control observation. The department is also updating fees to cover increased costs for washout boxes and updating fees for stormwater management plans, accessory buildings and sidewalk permits.

Ambulance- Transportation fees are incorporated in the schedule but remain unchanged from prior years.

Utility Department- Meters and replacement fees for meters are being adjusted due to the increased costs the City is incurring for new meters. The department is also incorporating charges for water meter tampering and associated costs for repairs/reconnections in conjunction with the tampering.

Library- Including fees for hotspot reactivations, replacement parts for kits and book binding repair.

Park & Rec Department- Incorporating fees for their new programming options and removing fees for programs no longer being offered. The department has also updated a few fees to better align with metro rates and cover part of the city's costs.

WRA- Exhibit A is the schedule of Administrative Penalties council approved to allow the WRA to charge fees for violations pertaining to grease discharge and pretreatment/hauling of waste in conjunction with the City's WRA agreement.

PREVIOUS COUNCIL ACTION:

The Grimes Fee Schedule was last updated on December 14, 2021. WRA Administrative Penalties were approved by Council in August 2022.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

RESOLUTION NO. 09-0722

**RESOLUTION ADOPTING THE CITY OF GRIMES FEE
SCHEDULE**

WHEREAS, the Fee Schedule for services provided by the City of Grimes has been submitted to the City Council for approval; and

WHEREAS, the City Council of the City of Grimes desires to approve and adopt the City of Grimes Fee Schedule;

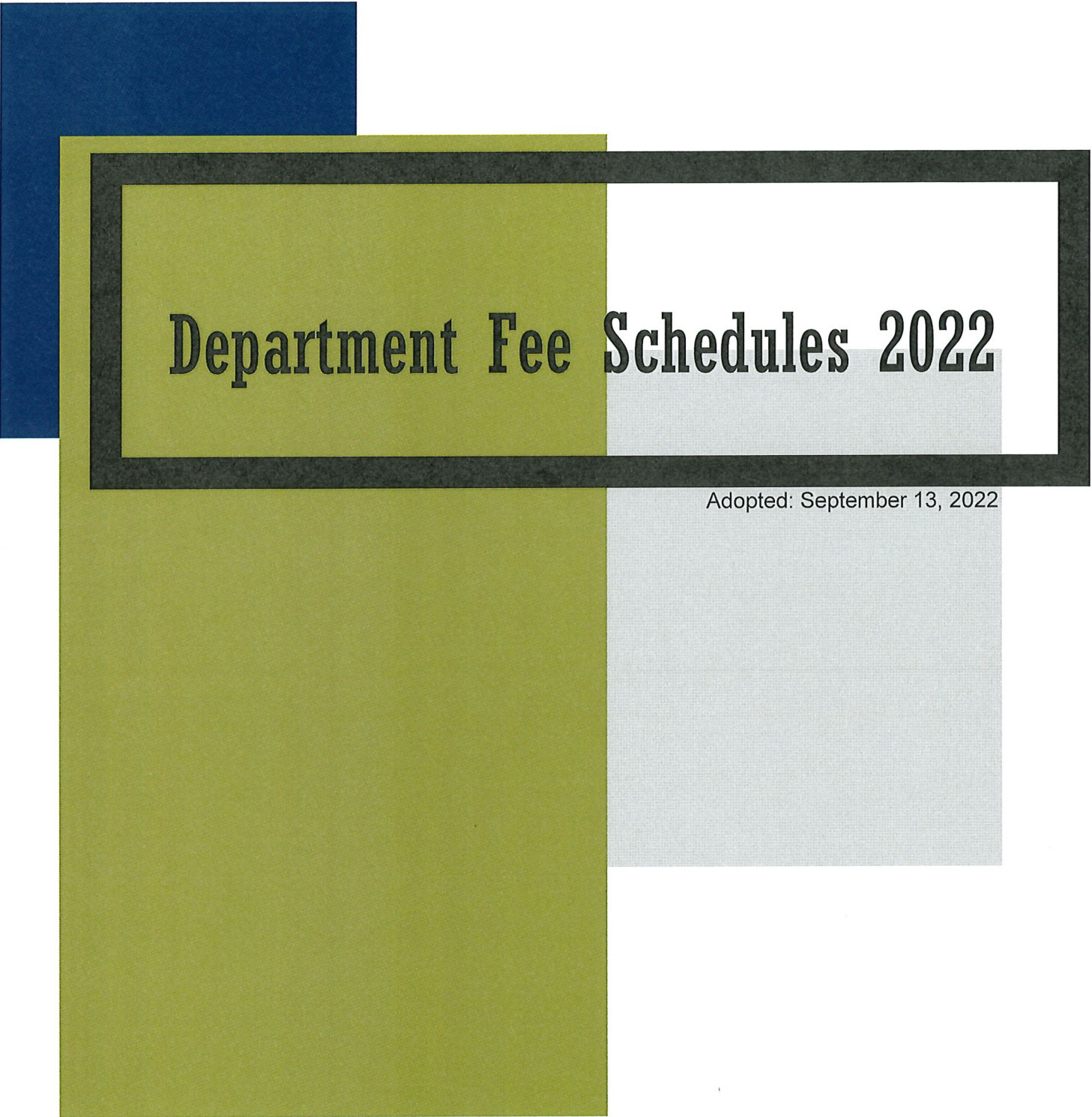
NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa, that the City of Grimes Fee Schedule, a copy of which is attached, is hereby approved

Passed and adopted this 13th day of September, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



Department Fee Schedules 2022

Adopted: September 13, 2022

101 NE Harvey Street
Grimes, IA 50111

P|515.986.3036
www.grimesiowa.gov

CITY OF
GRIMES

City of Grimes Fee Schedule 2022

DEVELOPMENT SERVICES

DEVELOPMENT SERVICES

Description

Fee

Administrative:

Board of Adjustment/ Appeals Application	\$150
Board of Appeals	\$150
Minor Site Plan	\$750
Site Plan (not in Overlay District or PUD)	\$2000
Site Plan in Overlay District or PUD	\$2000
Stormwater Management Plan < 1 Acre	\$500 \$600
Stormwater Management Plan > 1 Acre	\$1,000 \$1,200
Stormwater Post Construction Easement	\$500
Stormwater Pollution Prevention Plan (SWPPP)	\$250
Traffic Impact Study	\$500
Preliminary Plat	\$2000
Final Plat	\$2000
Zoning	\$2000
Construction Drawings	\$2000
Construction Site Observation	Per Schedule (See Attached)
Grading and Utility Permit	\$150
Plat of Survey	\$400

Building Permit Fees:

Building permit fees except for the job types identified below shall be calculated based on the 1996 Building Permit Fee Calculation Worksheet. (See attached)	
Inspections outside of normal business	\$100/hour
Work Without Permit	\$ Double the permit fee
MS-4 Sediment and Erosion Control Quarterly Inspection	\$100
Building Permit Re-Issuance/Transfer Fee	\$250
Sign Permit (Building-Mounted Sign)	\$50
Sign Permit (Ground-Mounted Sign)	\$50
Accessory Building (Under 200 SF)	\$20
Accessory Building (200-599 SF)	\$75
Accessory Building (Above 600 SF)	Valuation
Fence	\$20
Deck	\$75
Solar/Renewable Energy	\$75
Above Ground Pool/Hot Tub	\$50
In-ground Pool/ Hot Tub	\$50 \$75
Residential Mechanical Permit	\$75
Residential Electrical Permit	\$75
Residential Plumbing Permit	\$75
Commercial Mechanical Permit	\$225
Commercial Electrical Permit	\$225
Commercial Plumbing Permit	\$225
Demolition Permit	\$100
Excavation/Grading Permit	\$ Included in Bldg. Permit
Energy Code Review/Inspection	\$ Included in Bldg. Permit
Sidewalk/Approach Replacement	\$30- \$50
Water Connection (Residential)	\$500 per housing unit

City of Grimes Fee Schedule 2022**DEVELOPMENT SERVICES**

Water Connection (Commercial)	\$1,500 per acre
Sewer Connection (Residential)	\$750 per housing unit
Sewer Connection (Commercial)	\$2,250 per acre
Concrete Washout Box	\$90 \$100 each
ROW Permit	\$150
Application for Temporary Certificate of Occupancy	\$100

REVISION 8/10/21

Miscellaneous:

Photocopies (8 1/2 x 11 - Color)	\$0.50/sheet
Photocopies (11x17 - Color)	\$1.00/sheet
Larger Format Copies (Black & White)	\$5.00/sheet
Larger Format Copies (Color)	\$10.00/sheet
Zoning Maps/Street Maps	\$10.00

CONSTRUCTION OBSERVATION FEE SCHEDULE

City of Grimes, Iowa

for Improvements in Developments and Site Plans

ITEM	FEE	BASIS	QUANTITY	TOTAL FEE
Pre-Construction Conference	\$250	each	0	\$0
<u>Construction Observation:</u>				
Sanitary Sewer	\$2.50	per foot of pipe	0	\$0
Water Main	\$1.25	per foot of pipe	0	\$0
Storm Sewer	\$1.50	per foot of pipe	0	\$0
Sanitary Sewer Service	\$75	each	0	\$0
Water Main Service	\$50	each	0	\$0
Storm Sewer Service	\$50	each	0	\$0
Subdrain	\$0.75	per foot of pipe	0	\$0
Roadway Paving	\$1.00	per s.y. of pavement	0	\$0
Trails & Sidewalk	\$2.00	per s.y. of pavement	0	\$0
Grading	\$50	per acre	0	\$0
Walk-thru & Project Closeout	\$500	each	0	\$0
			TOTAL	\$0

- 1) Developer shall assign one representative as primary contact for the development project.
- 2) Developer's representative is strongly encouraged to attend the preconstruction meeting. Contractor is required to attend.
- 3) Developer is encouraged to attend the walk-thru, the Contractor is required to attend.
- 4) Developer is responsible for the following construction phase services: approval of materials submittals & shop drawings, construction staking, change orders, SWPPP observation, record drawings per City requirements, and lot utility forms.
- 5) The above fees are based upon standard subdivision construction (full-width slip-form paving, sanitary sewers 12" diameter or less and 15' deep or less, water main 12" diameter or less, and storm sewers 36" diameter or less). Fees for non-standard construction items will be provided to the Developer's representative for review prior to construction.
Additional fees may be assessed to the Developer for any defective work that requires reconstruction.
- 6) Developer is responsible for all testing (geotechnical, pavement, utility).
- 8) Developer is encouraged to check on completion of the punch list items prior to requesting update since there is a charge for each trip.
- 9) SWPPP violations will be paid by the Developer on an hourly basis.
- 10) Developer will be responsible for fees associated with each additional punch list update and record drawing review.

Building Valuation Data

At the request of numerous building officials *Building Standards* offers the following building valuation data representing average costs for most buildings. Residential buildings are the most common for many cities, two general classes are considered for these. One for "Average" construction and the other for "good". Adjustments should be made for special architectural or structural features and location of the project. Higher or lower costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 423 of the uniform Code and architectural standards, electrical, Plumbing, and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be limited.

The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures which were compiled in April 1991.

Occupancy and Type	Cost per Square foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		20. RESTAURANTS:	
Type I or II F.R.*	\$ 70.40	Type V- Masonry	59.90	Type I or II F.R.	126.70	Type 111-N	26.30
(Good) \$85.80		(Good) \$76 .80		Type 111-1-Hour	115.20	Type V-1-Hour	22.80
Type V- Masonry		Type V-Wood Frame	51.50	Type V-1-Hour	82.80	21. SCHOOLS:	
(or Type III)	56.00	(Good) \$ 72.9.0		14. LIBRARIES:		Type 111-1-Hour	73.70
(Good) \$69 .70		Basements-		Type I or II F.R.	92.80	Type 111-N	70.20
Type V- Wood Frame	49.80	Semi-Finished	16.00	Type 11-1-Hour	64.90	Type V-1-Hour	65.30
(Good) \$63.00		(Good) \$18.20		Type 11-N	61.60	Type V-N	62.20
Type I-Basement Garage	29.50	Unfinished	12.00	Type III-1-Hour	70.60	22. SERVICE STATIONS:	
2. AUDITORIUMS:		(Good) \$14.10		Type 111-N	67.20	Type 11-N	52.60
Type I or II F.R.	82.60	8. FIRE STATIONS:		Type V-1-Hour	63.30	Type 111-1-Hour	52.80
Type 11-1-Hour	58.60	Type I or II F.R.	90.40	Type V-N	60.30	Type 111-N	60.40
Type 11-N	55.70	Type 11-1-Hour	58.60	15. MEDICAL OFFICES:		Type V-1-Hour	58.30
Type 111-1-Hour	62.70	Type 11-N	55.70	Type I or II F.R.*	94.80	Type V-N	55.20
Type 111-N	59.80	Type 111-1-Hour	65.20	Type 11-1-Hour	70.50	23. STORES:	
Type V-1-Hour	57.50	Type 111-N	61.90	Type 11-N	67.20	Type I or II F.R.*	66.40
Type V-N	54.70	Type V-1-Hour	58.30	Type 111-1-Hour	77.10	Type 11-1-Hour	40.00
3. BANKS:		Type V-N	55.40	Type 111-N	73.60	Type 11-N	39.20
Type I or II F.R.*	118.20	9. HOMES FOR THE HOERLY:		Type V-1-Hour	71.80	Type 111-1-Hour	48.90
Type 11-1-Hour	84.90	Type I or II F.R.	81.60	Type V-N	67.90	Type 111-N	46.10
Type 11-N	80.90	Type 11-1-Hour	65.40	16. OFFICES**:		Type V-1-Hour	39.00
Type 111-1-Hour	96.30	Type 11-N	62.30	Type I or II F.R.*	84.90	Type V-N	36.50
Type 111-N	91.90	Type 111-1-Hour	68.20	Type II-1-Hour	55.00	24. THEATERS:	
Type V-1-Hour	84.90	Type 111-N	65.20	Type 11-N	52.40	Type I or II F.R.	86.50
Type V-N	80.80	Type V-1-Hour	65.00	Type 111-1-Hour	60.50	Type 111-1-Hour	62.70
4. BOWLING ALLEYS:		Type V-N	61.80	Type 111-N	57.70	Type 111-N	59.70
Type 11-1-Hour	39.50	10. HOSPITALS:		Type V-1-Hour	56.00	Type V-1-Hour	56.50
Type 11-N	37.70	Type I or II F.R.*	129.60	Type V-N	53.40	Type V-N	54.00
Type 111-1-Hour	43.30	Type 111-1-Hour	107.80	17. PRIVATE GARAGES:		25. WAREHOUSES*	
Type 111-N	41.30	Type V-1-Hour	100.00	Wood Frame	18.30	Type I or II F.R.	39.30
Type V-1-Hour	36.90	11. HOTELS AND MOTELS:		Masonry	21.70	Type II or V-1-Hour	23.20
5. CHURCHES:		Type I or II F.R.*	81.00	Open Carports	13.00	23.20 Type II	26.70
Type I or II F.R.	78.00	Type 111-1-Hour	69.90	18. PUBLIC BUILDINGS:		21.90 Typelll-1-Hour	25.50
Type 11-1-Hour	58.30	Type 111-N	66.60	Type I or II F.R.*	98.90	EQUIPMENT	
Type 11-N	55.40	Type V-1-Hour	61.00	Type 11-1-Hour	73.80	AIR CONDITIONING:	
Type 111-1-Hour	62.60	Type V-N	58.20	Type 11-N	70.50	Commercial	3.40
Type 111-N	59.60	12. INDUSTRIAL PLANTS:		Type 111-1-Hour	82.60	Residential	2.80
Type V-1-Hour	56.90	Type I or II F.R.	44.90	Type 111-N	78.90	SPRINKLER SYSTEMS	
Type V-N	54.20	Type 11-1-Hour	30.60	Type V-1-Hour	73.00	19. PUBLIC GARAGES:	
6. CONVALESCENT HOSPITALS:		Type 11-(Stock)	29.00	Type I or II F.R.*	39.00	20. RESTAURANTS:	
Type I or II F.R.*	110.60	Type 111-1-Hour	33.80	Type I or II Open Parking*	30.50	Type 111-1-Hour	73.70
Type 111-1-Hour	78.90	nit-up	22.70	Type 11-N	22.90	Type 111-N	70.20
Type V-1-Hour	71.00	Type V-1-Hour	30.50	Type 111-1-Hour	27.50	Type V-1-Hour	65.30
		Type V-N	28.80			Type V-N	62.20

*Add 0.5 percent to total cost for each story over three.

**Deduct 20 percent for shell-only buildings.

***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

The following modifiers are recommended for use in conjunction with the building valuation data. In addition, certain local conditions may require further modifications. To use these modifiers, merely multiply the listed cost per square foot by the appropriate regional modifier. For example, to adjust the cost of a Type 111-1-Hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation data, \$69.90.

$$0.80 \times 69.90 = \$55.90 \text{ (adjusted cost per square foot)}$$

Eastern U.S.	Modifier	Eastern U.S. (cont.)	Modifier	Central U.S.	Modifier	Western U.S.	Modifier
Connecticut	0.95	Pennsylvania		Kentucky	0.77	Arizona	0.82
Delaware	0.84	Philadelphia	0.96	Louisiana	0.78	California	
District of Columbia	0.87	Other	0.83	Michigan	0.84	Los Angeles	1.00
Florida	0.74	Rhode Island	0.94	Minnesota	0.86	San Francisco	1.13
Georgia	0.68	South Carolina	0.70	Mississippi	0.71	Other	0.94
Maine	0.81	Vermont	0.80	Missouri	0.78	Colorado	0.81
Maryland	0.79	Virginia	0.73	Nebraska	0.75	Hawaii	1.14
Massachusetts	0.94	West Virginia	0.82	North Dakota	0.80	Idaho	0.80
New Hampshire	0.82	Central U.S.		Ohio	0.80	Montana	0.79
New Jersey	0.91	Alabama	0.72	Oklahoma	0.71	Nevada	0.89
New York		Arkansas	0.70	South Dakota	0.78	New Mexico	0.76
New York City	1.16	Illinois	0.87	Tennessee	0.72	Oregon	0.83
Other	0.87	Indiana	0.82	Texas	0.74	Utah	0.75
North Carolina	0.70	Iowa	0.80	Wisconsin	0.85	Washington	0.88
		Kansas	0.74	Alaska	1.30	Wyoming	0.80

Building Permit Fees – Valuation

\$1.00 to \$500.00 of Valuation	\$22.00
\$501.00 to \$2000.00 of Valuation	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.
\$2,001.00 to \$50,000.00 of Valuation	63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00 of Valuation	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00 of Valuation	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00 of Valuation	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00 of Valuation	\$2,855.00 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001 and greater of Valuation	\$4,955.00 for the first 1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.

Fire Department

Johnston Grimes Metropolitan Fire Department Fee Schedule

Description

Fee

Fire Department:

Fire Sprinkler Plans –Base Plan	\$200
Additional Riser	\$50
Standpipe- Each	\$200
Fire Pump- Each	\$200
Alternative, Clean Agent Kitchen Hood, Paint Booth	\$200
Fire Alarm –Systems Addressable up to 30 Devices	\$150
Each Additional Increment of 30 Devices	\$25
1 st Re-inspection Fee	\$0
2 nd Re-inspection Fee	\$100
3 rd Re-inspection Fee	\$200
4 th Re-inspection Fee	\$300
5 th Re-inspection Fee	\$400
Subsequent Re-inspection Fee	\$500
Nuisance Alarms in 12 months (Alarms 1-3)	\$0
4 th Nuisance Alarm	\$100
5 th Nuisance Alarm	\$200
6 th Nuisance Alarm	\$300
7 th Nuisance Alarm	\$400
Subsequent Nuisance Alarms	\$500
Liquified Propane Tank	\$25
Above Ground Tank- Fuel, Chemical, Oil	\$100
Plan Resubmittal	\$50
Above Listed System Demolition	\$50
Failure to Obtain Permit	\$200

Ambulance Services:

BSL	\$600
ALS 1	\$700
ALS 2	\$1023
Treat and Release	\$250

City of Grimes Fee Schedule 2022

City Hall

CITY HALL

Description	Fee	
Utilities Billing:		
Meters:		
5/8" X 3/4"	\$1.62/month	
3/4" X 3/4"	\$1.62/month	
1"	\$1.62/month	\$2.45
1 1/2"	\$2.37/month	
2"	\$8.33/month	\$16.33
3"	\$10.51/month	\$19.47
4"	\$17.19/month	\$33.73
Meter Install	\$20	
Radio Read Meter Permit	\$150	\$229
Hydrant Meters:		
3/4"	\$340	
3"	\$3,700 w/Backflow	
Hookup & Admin Fee (first 30 days)	\$200	
Hookup (additional 30 days)	\$75	
Irrigation Meters:		
3/4"	\$340	
1"	\$403	
Water Meters w/Radio Reads:		
3/4" Sensus meter	\$350	\$424
1" Sensus meter	\$460	\$552
2" Sensus meter	\$2020	\$2384
3" Sensus meter	\$2390	\$2798
4" Sensus meter	\$3990	\$4977
Meter Testing	\$25	
Construction Water Permit	\$100	
Late Penalty	1.5% of amount due	
Disconnect Notice	\$5	
Reconnect-Disconnect Fee	\$25	
Grimes Water Customers will be charged an additional-reconnect fee if the past due balance is paid between 3pm and 4:30pm on Disconnection Day to be reconnected the same day	\$25-	\$50 Same day after hours reconnect fee. Grimes Water Customers paying past due after 3pm to be reconnected before 4:30
Thorpe Service Area Reconnect Fee	\$50	
Rental Resident Deposit	\$100	
Breaking Seal/Tampering w/meter	\$100 + \$100 trip charge & parts to repair	
Unauthorized Use of Unmetered Water	\$200	
Plus Estimated Water Use (measurable or unmeasurable)	\$10.46/1000 or \$105.00 unmeasurable	
Garbage & Recycle	Garbage & Recycle	
Additional Garbage Cart	Per Ordinance	
Extra Garbage Sticker	Rate per MWA	
Large Item Pickup Sticker	Rate per MWA	
Compost Cart (one-time fee)	Rate per MWA	
Compost Cart Annual Renewal Sticker	Rate per MWA	
Compost Cart Renewal Sticker (start service in June)	Rate per MWA	
Compost Cart Renewal Sticker (start service July-November)	Rate per MWA	
Trip Charge	\$25	

Exhibit A – Current fees attached

Administrative:

Tickets:	
Parking	\$10
Handicap Parking	\$200
Fire Lane Parking	\$50
Snow Ordinance Violation	\$50
Engine/Compression Break Violation	\$50
Special Permit for Load and Weight Restrictions	\$25
Vehicle Impoundment	\$25 admin fee + refund to the City for the cost of impoundment
Fireworks (first offense)	\$100
Fireworks (second offense)	\$750
Fireworks (third or subsequent offense)	\$1000
Fireworks (first offense between 10:30pm and 6am other than the evening of July 4 th and December 31 st)	\$750
Fireworks (second or subsequent offenses between 10:30pm and 6am other than the evening of July 4 th and December 31 st)	\$1000
Tobacco License (Full Year)	\$100
Tobacco License (Oct-Dec)	\$75
Tobacco License (Jan-Mar)	\$50
Tobacco License (Apr-Jun)	\$25
Pet License	\$5 annually
Compost Bag	Rate per MWA
Compost Bags (bundle of 5)	Rate per MWA
Compost Sticker	Rate per MWA

City of Grimes Fee Schedule 2022**City Hall**

Incinerator Permit	\$10 annually
Disposal Site License	\$1,000 annually
Permit to Haul Waste	\$5 per vehicle annually
Hazardous Waste Storage Permit	\$1,000 annually
Peddlers License (Week)	\$20 + \$200 cash bond
Peddlers License (Month)	\$50 + \$200 cash bond
Peddlers License (Three Months)	\$100 + \$200 cash bond
Transient Merchant License (7 days)	\$150 (\$25 non-refundable if denied)
Transient Merchant License (90 days)	\$300 (\$50 non-refundable if denied)
Transient Merchant License (Annual)	\$500 (\$50 non-refundable if denied)
House Mover Permit	\$100
Cemetery Lot (Resident)	\$250
Cemetery Lot (Non-Resident)	\$500
Fax (first page)	\$1.10
Fax (all pages after first)	\$0.35
Large limb/log Drop off load at public works facility	\$25
Large limb/log ½ truck load pick up	\$50
Large limb/log full load pick up	\$60
Additional loads - each	\$50

Municipal Services:

City Administrator	\$55/hour
City Clerk	\$50/ hour
Zoning Administrator	\$50/hour
Building Official	\$50/hour
Finance Officer	\$50/hour
Sewer, Street, Water Treatment Superintendent	\$40/hour
Sewer, Street, Water Treatment Laborer	\$30/hour

City of Grimes Fee Schedule 2022

Library

Grimes Library

Description	Fee
Book Sales:	
Magazine	\$0.25
Board Book/Mass Market Paperbacks	\$0.50
All Other Items	\$1.00
Damaged Items:	
Lost/Damaged Barcode	\$1.00 each
Damaged Media Case	\$1.00 each
Lost Game Insert	Cost of game \$5.00
Miscellaneous:	
CD/DVD Buffing & Cleaning	\$1.00 each
Black & White Copy	\$0.10 each
Color Copy	\$0.50 each
Fax (first page)	\$1.00
Fax (each additional page up to 14 pages)	\$0.25
Receive Fax	\$0.10 per page
Mailed Notices	Current Mailing Rate Postage Charge
Processing CC payment over phone (\$4.00 minimum)	\$1.00
Processing Damaged/Lost Items	\$5.00
Delinquent Account Sent to Collections	\$15.00
Subscription Card	\$50.00/person
Subscription Card (Military Service Member)	\$25.00/person
Laminating (Business Card Sized Items)	\$0.50 each
Laminating (4"X6" Sized Items)	\$1.00 each
Laminating (8.5"X11" Sized Items)	\$3.00 each
Envelope	\$0.25 each
Stamp	\$1.00 each
Labeling Tape	\$0.05/inch
USB Drive	\$5.00 each
Hotspot Reactivation Fee	\$5.00
Nonessential Kit Part Replacement Fee	\$5.00
Book Binding Repair (library not liable for damages)	\$10.00

City of Grimes Fee Schedule 2022

Parks & Recreation

Grimes Community Complex & Recreation Programming

Facility:	Description	Fee	
		Rental Rate	For Profit
	Batting Cage	\$15 per hr. \$20 per hr.	\$ 30 per hr. \$20 per hr.
	Kitchen/Cafeteria	\$25.00	\$ 70.00
	Gym	\$30.00	\$ 70.00
	Banquet Hall	\$45.00	\$100.00
	Room 402	\$30.00	\$ 70.00
	Room 205	\$25.00	\$70.00
	After Hour Parties for any room	\$30.00	\$ 50.00
	Baseball/Softball Tournament Fee	\$50.00 per game	
	Baseball/Softball Practice Fee	\$30.00 per practice	

Programming/Sports:

Football- Flag Ages 3-4	\$40 \$45 per child	
Football – Flag Kindergarten	\$45 per child	
Football-Flag Age 5- Grade 1-2	\$60 \$50 per child	
Football- Flag Grade 3-6	\$70 \$55 per child	
Bam Bam (6 times)	\$45.00 per child	
Tiny Kickers (6 times)	\$45.00 per child	
Basketball Ages 3-5	\$35 per child	
Basketball (8 weeks) Kindergarten	\$45.00 per child	
Basketball Grade 1st & 2nd	\$50.00 per child	
Basketball Grade 3rd -6th	\$60.00 \$55.00 per child	
Basketball Camps	\$30-\$40 (depending on # of sessions)	
Volleyball League 1 st – 6 th	\$45 per child	
Volleyball Clinic	\$30.00 per person	
Explosive Performance	\$40 per person	
Explosive Soccer Camp	\$55 per person	
Youth Soccer Camp	\$4 per person	
Teams of Tomorrow	\$40 per person	
Indoor Soccer Camp	\$40 per person	
Youth Art Camp	\$36 per person	
Magic Camp	\$120 per person	
Tiny Tigers	\$55 per person	
Kids Zone	\$5 per family	
Break Dancing	\$59-\$71 (depending on # of sessions)	
Kids Create	\$88-\$112 (depending on # of sessions)	
Adult Men's Basketball	\$200 -\$175 per team /\$25 Free Agent	
Adult Indoor Volleyball	\$100 \$70 per team/\$15 Free Agent	
Adult Sand Volleyball	\$60 \$70 per team/\$15 Free Agent	
Adult Slow Pitch Softball	\$150 \$170 per team/\$20 Free Agent	
Adult Pickleball	\$30 per team/\$25 Free Agent	
Adult Bags	\$30 per team/\$15 Free Agent	
Adult Spikeball	\$30 per team/\$15 Free Agent	
Adult Kickball	\$70 per team/\$15 Free Agent	
Boot Camp	\$45 per person	
Taekwondo	\$60 per person	
Walkers Club	\$5 per person	
Yoga	\$40 per person	

City of Grimes Fee Schedule 2022

Parks & Recreation

Grimes Community Complex & Recreation Programming

Description

Fee

Programming/Sports Cont:

Line Dancing	\$50 per person	
Annual Halloween Fest	\$5 per family, \$1 per person	No longer offer
Citywide Garage Sale	\$5 per sale to be listed	
Shade Grimes (Max of 2 per household)	\$35 per tree	No longer offer
Grimes Giving Garden	\$10 per garden plot	
Fall Festival Vendor	\$50 per vendor	
Annual Halloween Fest	\$5 per family	
Summer Adventures Age 6-9 13 (MWF)	\$45.00 \$60 per person	
Summer Adventures Age 10-13 (T&TH)	\$35.00 per person	
Running Camp Run for Fun	\$40.00 \$45.00	
Safety City (Thurs-Fri)	\$30.00 \$40 per person	
Tennis Clinic	\$40.00 \$40-\$50 (depending on # of	sessions

Shelters:

Resident- 4-hour rental at all	Free	
Non-Resident- 4-hour rental at all	\$40	

EXHIBIT A
SCHEDULE OF ADMINISTRATIVE PENALTIES

for Industrial Pretreatment Ordinance Violations Relating to Regulation of Hauled Waste

The following schedule of administrative penalties for violations of Chapter 9 of the Grimes Code of Ordinances shall be charged pursuant to Sec. 9-1-123:

VIOLATION	PENALTY	
	First Violation within 12 months	Second & Subsequent Violations within 12 months
Sec. 9-1-151 Failure to obtain a license	\$ 100	\$200
Sec. 9-1-152 Failure to pay application fee or provide bond.	\$100	\$200
Sec. 9-1-153 Failure to comply with vehicle and equipment standards.	\$100	\$200
Sec. 9-1-154 Improper disposal of hauled wastes.	\$100	\$200
Sec. 9-1-155 Failure to provide source and disposal information.	\$100	\$200
Sec. 9-1-156 Improper m Mixture of residential and nonresidential waste types and/or sources.	\$100	\$200
Sec. 9-1-157 Failure to comply with disposal standards	\$100	\$200
Sec. 9-1-158 Failure to remove or dispose of rejected wastes	\$100	\$200
Sec. 9-1-159 Failure to pay treatment fees <u>or other charges</u>	\$100	\$200

Notice of violation with the applicable penalty for such violations noted thereon shall be issued to the violator. Penalties shall be paid in full within 30 days of the issuance of the notice at the Grimes City Clerk's Office, Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa 50111.

Industrial Pretreatment Ordinance Violations Relating to Regulation of Hauled Waste Administrative Penalties adopted by Grimes Resolution No. 08-0322 dated August 23, 2022; amended by Grimes Resolution No. 08-0422 dated August 23, 2022.

SCHEDULE OF ADMINISTRATIVE PENALTIES

for Industrial Pretreatment Ordinance Violations Relating to Regulation of Fat, Oil and Grease Discharge by Food Service Establishments

The following schedule of administrative penalties for violations of Chapter 9 of the Grimes Code of Ordinances shall be charged pursuant to Sec. 9-1-123:

VIOLATION	PENALTY	
	First Violation within 12 months	Second & Subsequent Violations within 12 months
Sec. 9-1-114 Failure to install, operate or maintain grease interceptor/trap	\$ 100	\$200
Sec. 9-1-116 Failure to comply with WRA director order	\$100	\$200
Sec. 9-1-117 Inadequate installation of grease interceptor/trap and grease trap	\$100	\$200
Sec. 9-1-118 Failure to operate, maintain and clean grease interceptors/trap	\$100	\$200
Sec. 9-1-119 Failure to maintain records	\$100	\$200
Sec. 9-1-120 Failure to provide, operate and maintain accessible monitoring facilities and allow inspections	\$100	\$200
Sec. 9-1-121 Failure to pay charges, fines, or inspection fees.	\$100	\$200

Notice of violation with the applicable penalty for such violations noted thereon shall be issued to the violator. Penalties shall be paid in full within 30 days of the issuance of the notice at the Grimes City Clerk's Office, Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa 50111.

Industrial Pretreatment Ordinance Violations Relating to Regulation of Fat, Oil and Grease Discharge by Food Service Establishments Administrative Penalties adopted by Grimes Resolution No. 08-0322 dated August 23, 2022; amended by Grimes Resolution No. 08-0422 dated August 23, 2022.



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

AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement and sanitary sewer easement for Chevalia Valley 2 Lot 27.

SYNOPSIS: The owner of 208 NE 22nd Circle has requested approval to install a fence within the overland flowage easement and sanitary sewer 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 storm water flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Chevalia Valley 2
Approve sanitary sewer easement for Chevalia Valley 2

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement and sanitary sewer easement for Chevalia Valley 2 Lot 27.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT AND SANITARY SEWER EASEMENT FOR
LOT 27 IN CHEVALIA VALLEY 2
208 NE 22ND CIRCLE

WHEREAS, the owners of Lot 27 in Chevalia Valley 2 n the City of Grimes, Iowa (the “Property”) have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easmenet and sanitary sewer 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 storm 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 overland flowage easmenet and sanitary sewer easement (“Consent and Agreement”) regarding Lot 27, Chevalia Valley 2, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 13th day of September, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Jordan Lang, a single person, and Joseph T Lang, a single person, as joint tenants with full rights of survivorship and not as tenants in common, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 27 of Chevalia Valley 2 (208 NE 22nd Circle), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated January 12, 2016 recorded on July 5, 2016, in Book 16076, Page 992, and sanitary sewer easement, dated January 12, 2016 recorded on July 5, 2016, in Book 16077, Page 11 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

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.

Signed this 6th day of September, 2022

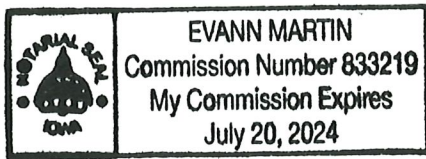
PROPERTY OWNER

Jordan Lang
Jordan Lang

Joseph T Lang
Joseph T Lang

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 6th day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jordan Lang, 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.

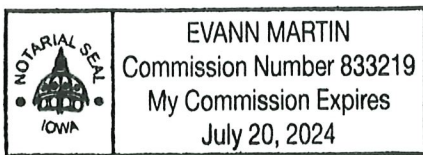


Evann Martin
Notary Public in and for the
State of Iowa

My Commission expires 07/20/24

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 6th day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph T Lang, 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.



Evann Martin
Notary Public in and for the
State of Iowa

My Commission expires 07/20/24

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in an overland flowage easement and sanitary sewer easement on Lot 27 of Chevalia Valley 2 (208 NE 22nd Circle) in accordance to permit number FN-22-091.

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

Today's date: 8-30-22

Name of Organizer/ Planner:

Kellen Sherburne

Address: 2305 NE Birch Ln

City: Grimes

State: IA

Zip Code 50111

Phone: 515-745-2115

Alternate phone:

Email:

sherburnekellen@gmail.com

Date(s) / Time(s) for Event

9-25-22 from 2-7 PM

Date: 9-25-22 Start Time: 2:00 ☐ AM ☒ PM End

Time: 7:00 ☐ AM ☒ PM Optional Rain Date (must
fall within same weekend) _____

Date: _____ Start Time: _____ ☐ AM ☐ PM End

Time: _____ ☐ AM ☐ PM

*Street Closures – please include a map of the area you desire
to close and where you would like barricades

Street(s) to be blocked off:

Intersections: NE Birch Ln
NE 23rd St

AND

The Grimes City Council must approve all requests for street
closures.

Please check all that apply:

Fire Department Approval ✓

Public Works Approval ✓

Grimes City Council Approval _____

9:57

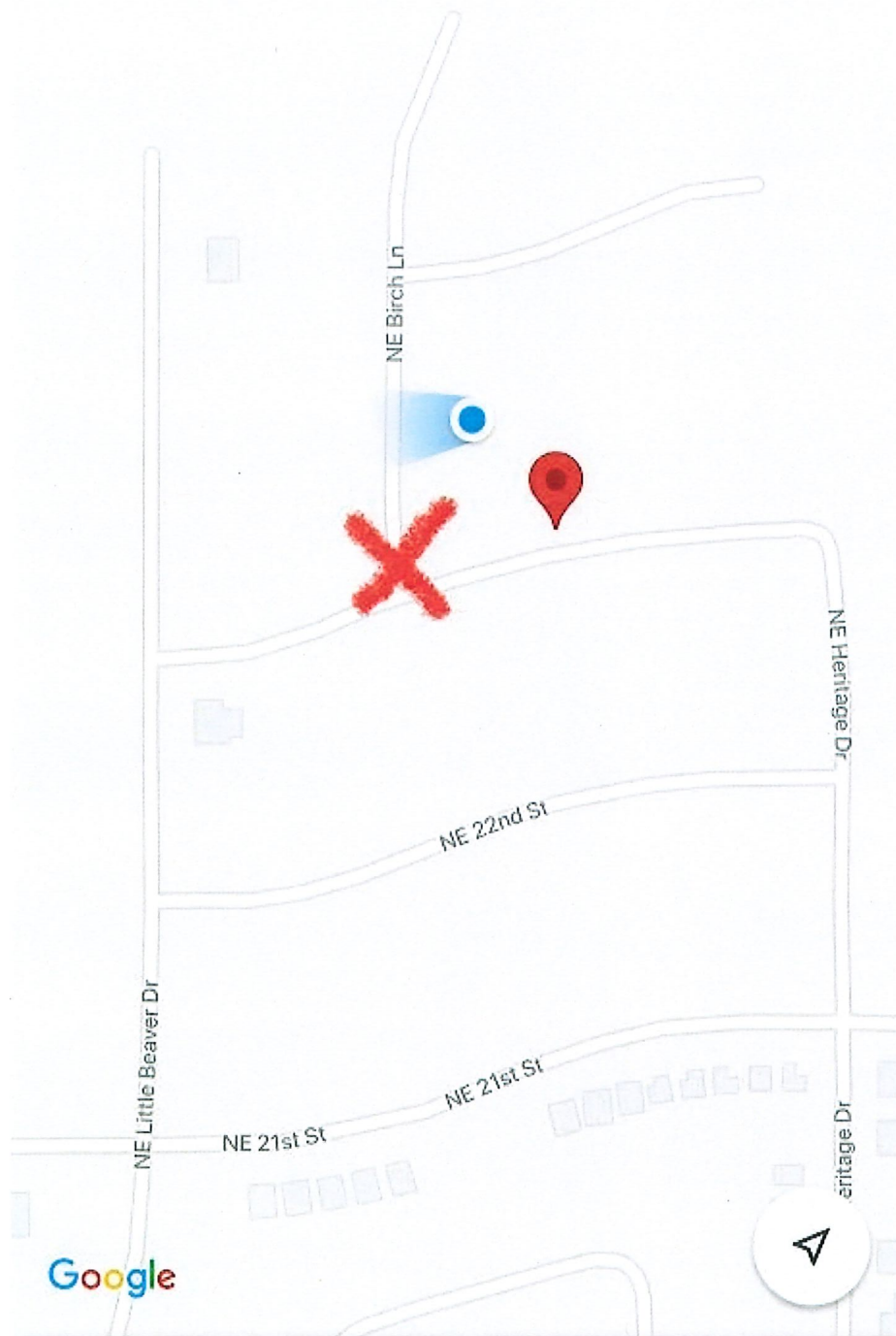
Google



2305 NE Birch Ln, Grimes, IA



See similar places



NE Birch Ln

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111

515.986.3036 Fax 515.986.3846

Today's date: 8/29/2022

Name of Organizer/ Planner: Tiffany Wych

Address: 809 NW Sunset LN

City: Grimes State: Iowa Zip Code 50111

Phone: 515)537-5275

Alternate phone: _____

Email: Bww0907@gmail.com

Date(s) / Time(s) for Event - Saturday September 10, 2022

Date: 9/10/22 Start Time: 1:00PM End Time: 8:00 PM Optional Rain Date (must fall within same weekend) _____ no rain date needed

Date: _____ Start Time: _____ ☐ AM ☐ PM End Time: _____ ☐ AM ☐ PM

*Street Closures – please include a map of the area you desire to close and where you would like barricades

Street(s) to be blocked off:

Intersections: _____ NW 8th street AND _____ NW Sunset LN

The Grimes City Council must approve all requests for street closures.

Please check all that apply:

- ☐ Erection of a tent or canopy
- ☐ Amplified sound (amplified music or band)
- ☐ Inflatables
- ☐ Food truck -

IMPORTANT: Portable equipment, or structures of any kind must not be located in the street to allow for emergency vehicle access if needed.

Fire Department Approval  _____

Public Works Approval  _____

Grimes City Council Approval _____





699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

August 25, 2022

City of Grimes, Iowa
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

Invoice: 300100
Client: 176170
Matter: 0002
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through July 31, 2022

RE: Firefighter Employment Investigation

Total Professional Services	\$ 917.50
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 917.50



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

August 25, 2022

Grimes, Iowa, City of
City of Grimes
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

Invoice: 300101
Client: 176170
Matter: 0008
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through July 31, 2022

RE: The Corn Patch, Inc. - Property Acquisition in Lieu of Condemnation

Total Professional Services	\$ 906.50
Total Costs	<u>\$ 579.20</u>
TOTAL CURRENT INVOICE	\$ 1,485.70

Trust Funds Balance \$ 589.20



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

August 25, 2022

City of Grimes, Iowa
101 N. Harvey St.
Grimes, IA 50111

Invoice: 300102
Client: 176170
Matter: 0009
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through July 31, 2022

RE: Firefighters Union Matters

Total Professional Services	\$ 4,403.50
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 4,403.50



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

August 25, 2022

City of Grimes, Iowa
Grimes City Hall
P. O. Box 457
Grimes, IA 50111

Invoice: 300103
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through July 31, 2022

RE: City Of Grimes - General

Total Professional Services	\$ 14,892.00
Total Costs	<u>\$ 322.40</u>
TOTAL CURRENT INVOICE	\$ 15,214.40



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

August 25, 2022

City of Grimes, Iowa
101 N. Harvey St.
Grimes, IA 50111

Invoice: 300104
Client: 176170
Matter: 0882
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through July 31, 2022

RE: WRA Sewer Project-Sewer Project

Total Professional Services	\$ 2,773.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 2,773.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Outlet Repairs - Crossings Townhomes and Lot J Beaverbrooke West Plat 8
Contractor: Nilles Associates, Inc.
Address: 1250 SW State Street, Suite A, Ankeny, IA 50023
Finance Budget Code: 740-865-6407 **Finance Project #** _____
Vendor Project or Invoice #: 21142.02 **PO #** _____
Original Contract Date: May 25, 2021 **Vendor #** 3129

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: November 1, 2021 Through: June 30, 2022

Contract Summary

Original Contract Amount:	\$	<u>5,900.00</u>	
Net change by Change Orders:	\$	<u>9,700.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>15,600.00</u>
Total completed and stored to date:	\$	<u>15,202.50</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>15,202.50</u>
Less previous applications for payment:	\$		<u>5,845.00</u>
SUBTOTAL			\$ <u>9,357.50</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,357.50

Balance to finish, including retainage: \$ 397.50

Contract Time Remaining (If applicable) _____ - Working Days

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

Construction Contractor Approval: Nilles Associates, Inc.
Firm Name

Signature [Signature]

Date 8/30/2022

Engineer / Consultant Approval: _____
Firm Name

Signature

Date

City of Grimes Staff Approval: [Signature]
Signature Date 9-7-22

City of Grimes Council Approval: _____
Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 14, 2021	\$ 5,845.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 5,845.00

Record of Change Orders

No.	Date	Amount
1	July 12, 2022	\$ 9,700.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 9,700.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 25, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Grimes, Iowa
Attn.: Matt Ahrens
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 8/10/2022
Billing Period: 11/01/21-06/30/22

Invoice No: 21142.02
Project No: 21142

**Project: Outlet Repairs - Crossings Townhomes and
Lot J Beaverbrooke West Plat 8**

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer V	17.0	\$115.00	\$1,955.00	
Engineer III	40.5	\$95.00	\$3,847.50	
Land Surveyor V	10.0	\$115.00	\$1,150.00	
Technician V	15.5	\$85.00	\$1,317.50	
Technician IV	14.5	\$75.00	<u>\$1,087.50</u>	
	Subtotal:		\$9,357.50	\$9,357.50
Total Due this Invoice:				\$9,357.50

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Plex
Contractor: Civil Design Advantage
Address: 4121 NW Urbandale Drive, Urbandale, Iowa 50322
Finance Budget Code: 367-470-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 22, 2022 **Vendor #** 1243

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: July 4, 2022 Through: August 28, 2022

Contract Summary

Original Contract Amount:	\$	178,900.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	178,900.00	
Total completed and stored to date:	\$	164,723.80	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	164,723.80	
Less previous applications for payment:	\$	65,241.55	
SUBTOTAL	\$		99,482.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 99,482.25

Balance to finish, including retainage: \$ 14,176.20

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Civil Design Advantage

Signature Date 9/1/2022

City of Grimes Staff Approval:

Signature Date 9-7-22

City of Grimes Council Approval:

Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 24, 2022	\$ 12,171.27
2	June 28, 2022	\$ 26,623.03
3	August 9, 2022	\$ 26,447.25
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 65,241.55

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
6/28/2022		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	<u>Working Days</u>
Original Contract Date:	<u>March 22, 2022</u>
Original Contract Time:	<u></u>
Added by Change Order:	<u></u>
Contract Time to Date:	<u>-</u>
Time Used to Date:	<u></u>
Contract Time Remaining:	<u>-</u>

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

City of Grimes
Alex Pfaltzgraff
410 SE Main Street, Suite 102
Grimes, IA 50111

September 02, 2022
Project No: 2202.086
Invoice No: 38297

Project 2202.086 City of Grimes - Grimes Plex
Professional Services from July 04, 2022 through August 28, 2022

Task	102	Topographic Survey			
			Total this Task		0.00

Task	201	Concept Refinement			
Professional Personnel					
			Hours	Rate	Amount
	Technician 3		6.50	78.00	507.00
	Total Labor				507.00
			Total this Task		\$507.00

Task	203	SWMP			
			Total this Task		0.00

Task	205	SWPPP			
Professional Personnel					
			Hours	Rate	Amount
	Technician 1		22.00	56.00	1,232.00
	Technician 3		32.00	78.00	2,496.00
	Total Labor				3,728.00
			Total this Task		\$3,728.00

Task	230	Estimate Construction Costs			
Professional Personnel					
			Hours	Rate	Amount
	Engineer 1		43.75	87.00	3,806.25
	Engineer 8		5.00	166.00	830.00
	Total Labor				4,636.25
			Total this Task		\$4,636.25

Task	302	Hope Plat 4 CD Rev			
Professional Personnel					
			Hours	Rate	Amount
	Technician 1		9.00	56.00	504.00
	Total Labor				504.00
			Total this Task		\$504.00

Task	306	Easement Plat Preparation			
			Total this Task		0.00

Project	2202.086	City of Grimes - Grimes Plex	Invoice	38297
Task	401	Site Plan Revisions		
Professional Personnel				
		Hours	Rate	Amount
Engineer 1		39.75	87.00	3,458.25
Engineer 7		234.00	155.00	36,270.00
Engineer 8		41.00	166.00	6,806.00
Technician 1		224.00	56.00	12,544.00
Technician 3		25.25	78.00	1,969.50
Technician 4		17.50	89.00	1,557.50
Senior Project Manager		7.00	178.00	1,246.00
Total Labor				63,851.25
Total this Task				\$63,851.25
Task	501	Project Development and Coordination		
Professional Personnel				
		Hours	Rate	Amount
Principal/Senior Engineer		1.00	191.00	191.00
Engineer 7		11.00	155.00	1,705.00
Engineer 8		15.50	166.00	2,573.00
Total Labor				4,469.00
Total this Task				\$4,469.00
Task	504	Project Manual		
Professional Personnel				
		Hours	Rate	Amount
Principal/Senior Engineer		6.00	191.00	1,146.00
Total Labor				1,146.00
Total this Task				\$1,146.00
Task	505	Bidding Services		
Total this Task				0.00
Task	506	Bid Letting Services		
Total this Task				0.00
Task	701	Geotechnical Investigation		
Consultants				
Sub-consultant				
7/31/2022	Terracon Consultants Inc	Geotechnical services	14,385.00	
8/29/2022	Terracon Consultants Inc	Geotechnical services	6,165.00	
Total Consultants			20,550.00	20,550.00
Total this Task				\$20,550.00
Task	998	Permits & Fees		
Total this Task				0.00
Task	999	Reimbursable Expenses		
Reimbursable Expenses				
Employee Mileage Reimb				
8/29/2022	Mileage	18.0 miles @ 0.625	11.25	
Total Reimbursables			11.25	11.25

Project	2202.086	City of Grimes - Grimes Plex	Invoice	38297
---------	----------	------------------------------	---------	-------

Unit Billing

8/8/2022	Plots - Black & White	53.0 prints @ 1.50	79.50	
	Total Units		79.50	79.50
		Total this Task		\$90.75

Billing Limits

	Current	Prior	To-Date
Total Billings	99,482.25	65,241.55	164,723.80
Limit			178,900.00
Remaining			14,176.20
		Total this Invoice	<u>\$99,482.25</u>

Project Manager Joshua Trygstad

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: KennyBrook South Detention Basin Improvements

Contractor: Nilles Associates, Inc.

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

Finance Budget Code: 319-865-6407

Finance Project # _____

Vendor Project or Invoice #: 20160.09

PO # _____

Original Contract Date: October 13, 2020

Vendor # 3129

Date of Council Meeting: September 13, 2022

PAYMENT REQUEST # 9

PAYMENT PERIOD: From: March 1, 2022 Through: July 31, 2022

Contract Summary

Original Contract Amount: \$ 58,500.00

Net change by Change Orders: \$ 94,060.00

Contract Amount to Date: (line 1 ± 2) \$ 152,560.00

Total completed and stored to date: \$ 150,180.00

Retainage: 0 % of Completed Work: \$ -

Total Earned less Retainage: \$ 150,180.00

Less previous applications for payment: \$ 147,162.50

SUBTOTAL \$ 3,017.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,017.50

Balance to finish, including retainage: \$ 2,380.00

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:

Nilles Associates, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to:

Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail:

mahrens@grimesiowa.gov

Phone: (515) 986-4050

Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 23, 2021	\$ 40,875.00
2	May 11, 2021	\$ 17,602.50
3	July 13, 2021	\$ 26,202.50
4	September 14, 2021	\$ 5,570.00
5	November 9, 2021	\$ 30,317.50
6	December 14, 2021	\$ 15,477.50
7	February 22, 2022	\$ 7,287.50
8	April 12, 2022	\$ 3,830.00
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 147,162.50

Record of Change Orders

No.	Date	Amount
1	June 8, 2021	\$ 94,060.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 94,060.00

Contract Time Remaining

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

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Grimes, Iowa
Attn.: Matt Ahrens
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 8/10/2022
Billing Period: 03/01/22-07/31/22

Invoice No: 20160.09
Project No: 20160

Project: Kennybrook South Wetland Project

				Current
Hourly Services:	Hours	Rate	Amount	
Engineer V	6.0	\$115.00	\$690.00	
Landscape Architect II	24.5	\$95.00	<u>\$2,327.50</u>	
	Subtotal:		\$3,017.50	<u>\$3,017.50</u>
Total Due this Invoice:				\$3,017.50

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 45
PAYMENT PERIOD: From: July 17, 2022 Through: August 20, 2022

Contract Summary

Original Contract Amount:	\$	882,000.00	
Net change by Change Orders:	\$	626,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		1,508,000.00
Total completed and stored to date:	\$	854,167.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		854,167.50
Less previous applications for payment:	\$		772,035.95
SUBTOTAL			\$ 82,131.55

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 82,131.55

Balance to finish, including retainage: \$ 653,832.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

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

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

Date Printed: 9/1/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 9, 2019	\$ 3,410.10
2	May 14, 2019	\$ 3,784.00
3	June 11, 2019	\$ 3,084.78
4	July 9, 2019	\$ 4,757.29
5	August 13, 2019	\$ 1,845.40
6	September 10, 2019	\$ 228.91
7	October 8, 2019	\$ 877.32
8	November 12, 2019	\$ 4,026.12
9	December 9, 2019	\$ 9,595.24
10	January 14, 2020	\$ 4,855.90
11	February 11, 2020	\$ 2,699.94
12	March 10, 2020	\$ 1,328.45
13	April 14, 2020	\$ 1,506.55
14	February 11, 2020	\$ 24,359.53
15	March 10, 2020	\$ 10,500.50
16	April 14, 2020	\$ 5,165.23
17	May 12, 2020	\$ 11,490.30
18	June 9, 2020	\$ 6,605.10
19	July 14, 2020	\$ 57,078.16
20	August 11, 2020	\$ 36,812.00
21	September 22, 2020	\$ 45,013.14
22	October 13, 2020	\$ 32,958.72
23	November 10, 2020	\$ 28,597.90
24	December 22, 2020	\$ 11,743.35
25	January 12, 2021	\$ 5,444.50
26	February 9, 2021	\$ 27,474.28
27	March 9, 2021	\$ 11,301.96
28	April 27, 2021	\$ 15,104.50
29	May 11, 2021	\$ 9,751.90
30	June 8, 2021	\$ 17,322.10
31	July 13, 2021	\$ 19,548.00
32	August 10, 2021	\$ 5,586.82
33	September 14, 2021	\$ 11,200.40
34	October 12, 2021	\$ 12,977.06
35	November 9, 2021	\$ 27,432.50

TOTAL \$ 772,035.95

Previous Applications for Payment

No.	Date	Amount
36	December 14, 2021	\$ 10,413.05
37	January 11, 2022	\$ 70,000.00
38	February 8, 2022	\$ 18,414.00
39	March 8, 2022	\$ 13,086.08
40	April 12, 2022	\$ 27,388.60
41	May 10, 2022	\$ 33,571.24
42	June 14, 2022	\$ 39,108.44
43	July 12, 2022	\$ 37,507.11
44	August 9, 2022	\$ 47,079.48
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	\$ -
2	October 27, 2020	\$ 66,000.00
3	December 14, 2021	\$ 560,000.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 626,000.00

Contract Time Remaining

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



STATEMENT OF PROFESSIONAL SERVICES

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

August 26, 2022
Project No: 128108
Invoice No: 8

Project Manager H. Veenstra

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

Professional Services from July 17, 2022 to August 20, 2022

Professional Personnel

	Hours	Rate	Amount	
Management I	9.00	199.00	1,791.00	
Clerical II	3.00	76.00	228.00	
Clerical III	2.50	65.00	162.50	
Process Engineer I	6.00	215.00	1,290.00	
Engineer I-C	18.00	179.00	3,222.00	
Engineer III-A	1.50	144.00	216.00	
Construction Engineer II	129.00	121.00	15,609.00	
Construction Engineer III	.50	108.00	54.00	
Surveyor I	5.00	138.00	690.00	
Technician I	70.00	101.00	7,070.00	
Technician III	188.50	84.00	15,834.00	
Technician IV	312.50	81.00	25,312.50	
Technician VII	111.00	58.00	6,438.00	
Totals	856.50		77,917.00	
Total Labor				77,917.00

Unit Billing

Mileage	254.38	
Mileage	1,795.00	
Mileage	11.88	
Mileage	13.13	
Robotics	2,135.00	
Duplication	4.26	
Duplication-11X17 Color	.90	
Total Units	4,214.55	4,214.55

Billing Limits

	Current	Prior	To-Date
Total Billings	82,131.55	199,035.95	281,167.50
Limit			900,000.00
Remaining			618,832.50

Total this Invoice \$82,131.55

Project	128108	WRA Connector - Phase 2 - CS	Invoice	8
Billings to Date				

	Current	Prior	Total
Labor	77,917.00	190,569.50	268,486.50
Expense	0.00	1,206.23	1,206.23
Unit	4,214.55	7,260.22	11,474.77
Totals	82,131.55	199,035.95	281,167.50

Sports Facilities Development

600 Cleveland St Ste 910
Clearwater, FL 33755 US
+1 7274743845
ar@sportsfacilities.com
<http://www.sportsfacilities.com>



INVOICE

BILL TO

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

INVOICE # 10546**DATE** 09/02/2022**DUE DATE** 09/02/2022**TERMS** Due on receipt**CLIENT NUMBER**

21095

ACTIVITY**QTY****RATE****AMOUNT**

Services Agreement between Sports Facilities Development, LLC and
City of Grimes, IA signed July 12, 2022

\$440,000+Reimbursable Travel Expenses (if applicable)

Scope of Services:

Phase 1: Conceptual Design and Pre-Design Phase

Phase 2: Design

Phase 3: Procurement

Phase 4: Construction

Phase 5: Post Construction

Procurement/FF&E Services

Payment 3 of 15 (\$29,333) - Owner's Rep Services

1

29,333.00

29,333.00

We appreciate your business. For your convenience,
we can accept payment via credit card. All credit card
payments are subject to a 3% transaction fee. Please
contact us at ap@sportadvisory.com if you wish to pay
by credit card.

BALANCE DUE**\$29,333.00**

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

Invoice

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1316	09/01/2022	\$10,000.00	10/01/2022	Net 30	

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

BALANCE DUE

\$10,000.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Jacob Street Reconstruction and Storm Sewer
Contractor: Halbrook Excavating
Address: 4807 SE Rio Ct, Ankeny, IA 50021
Finance Budget Code: 366-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 10, 2022 **Vendor #** 4120

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: August 1, 2022 Through: August 27, 2022

Contract Summary

Original Contract Amount:	\$	1,545,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,545,000.00	
Total completed and stored to date:	\$	100,094.50	
Retainage: 5 % of Completed Work:	\$	5,004.73	
Total Earned less Retainage:	\$	95,089.78	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 95,089.78

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 95,089.78

Balance to finish, including retainage: \$ 1,449,910.23

Contract Time Remaining (If applicable) 60.00 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: Halbrook Excavating
 Signature: [Signature] Firm Name: Halbrook Excavating Date: 8/29/22

Engineer / Consultant Approval: MSA Professional Services, Inc.
 Signature: [Signature] Firm Name: MSA Professional Services, Inc. Date: August 29, 2022

City of Grimes Staff Approval: [Signature]
 Signature: [Signature] Date: 9-7-22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Clearing and Grubbing	LS	1.00		1.00	\$21,000.00	\$ 21,000.00		\$ -	1.00	0.00%
2.02	Topsoil, On-Site, Compost-amended	CY	790.00		790.00	\$ 100.00	\$ 79,000.00		\$ -	790.00	0.00%
2.03	Excavation, Class 10	CY	1,900.00		1,900.00	\$ 35.00	\$ 66,500.00	475.00	\$ 16,625.00	1,425.00	25.00%
2.04	Subgrade Preparation, 6in Thickness	SY	6,485.00		6,485.00	\$ 4.00	\$ 25,940.00	1,236.00	\$ 4,944.00	5,249.00	19.06%
2.05	Subbase Granular, 6in Thickness	SY	6,485.00		6,485.00	\$ 14.00	\$ 90,790.00	1,236.00	\$ 17,304.00	5,249.00	19.06%
2.06	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	\$ 6,500.00	\$ 6,500.00	0.25	\$ 1,625.00	0.75	25.00%
2.07	Below Grade Excavation (Core Out)	CY	500.00		500.00	\$ 10.00	\$ 5,000.00		\$ -	500.00	0.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 6,500.00	\$ 6,500.00		\$ -	1.00	0.00%
4.01	Storm Sewer, Trenched, RCP, 15 in	LF	1,009.00		1,009.00	\$ 65.00	\$ 65,585.00	33.00	\$ 2,145.00	976.00	3.27%
4.02	Storm Sewer, Trenched, RCP, 18 in	LF	130.00		130.00	\$ 75.00	\$ 9,750.00		\$ -	130.00	0.00%
4.03	Storm Sewer, Trenched, RCP, 24 in	LF	8.00		8.00	\$ 125.00	\$ 1,000.00		\$ -	8.00	0.00%
4.04	Storm Sewer, Trenched, RCP, 30 in	LF	24.00		24.00	\$ 130.00	\$ 3,120.00		\$ -	24.00	0.00%
4.05	Storm Sewer, Trenched, RCP, 36 in	LF	27.00		27.00	\$ 150.00	\$ 4,050.00		\$ -	27.00	0.00%
4.06	Storm Sewer, Trenched, RCP, 42 in	LF	155.00		155.00	\$ 185.00	\$ 28,675.00		\$ -	155.00	0.00%
4.07	Removal of Storm Sewer, Less than 36 in	LF	515.00		515.00	\$ 10.00	\$ 5,150.00		\$ -	515.00	0.00%
4.08	Removal of Storm Sewer, Greater than 36 in	LF	126.00		126.00	\$ 25.00	\$ 3,150.00		\$ -	126.00	0.00%
4.09	Pipe Culvert, Trenched, RCP, 60 in	LF	67.00		67.00	\$ 350.00	\$ 23,450.00		\$ -	67.00	0.00%
4.10	Pipe Apron, Concrete, 15 in	EA	2.00		2.00	\$ 2,500.00	\$ 5,000.00		\$ -	2.00	0.00%
4.11	Pipe Apron, Concrete, 36 in	EA	1.00		1.00	\$ 5,500.00	\$ 5,500.00		\$ -	1.00	0.00%
4.12	Pipe Apron, Concrete, 60 in	EA	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
4.13	Pipe Apron, Modified	LS	1.00		1.00	\$35,000.00	\$ 35,000.00		\$ -	1.00	0.00%
4.14	Connection to Existing Storm Sewer	EA	5.00		5.00	\$1,875.00	\$ 9,375.00		\$ -	5.00	0.00%
4.15	Subdrains, Solid Wall, 4 in	LF	150.00		150.00	\$ 25.00	\$ 3,750.00		\$ -	150.00	0.00%
4.16	Subdrain Cleanouts	EA	1.00		1.00	\$ 750.00	\$ 750.00		\$ -	1.00	0.00%
4.17	Subdrain Outlets and Connections	EA	1.00		1.00	\$ 250.00	\$ 250.00		\$ -	1.00	0.00%
5.01	Valve Box Adjustment	EA	14.00		14.00	\$ 550.00	\$ 7,700.00		\$ -	14.00	0.00%
6.01	Manhole, SW-401, 48 in	EA	1.00		1.00	\$3,500.00	\$ 3,500.00		\$ -	1.00	0.00%
6.02	Manhole, SW-401, 60 in	EA	1.00		1.00	\$ 6,500.00	\$ 6,500.00		\$ -	1.00	0.00%
6.03	Manhole, SW-401, 60 in, Modified	EA	1.00		1.00	\$ 6,500.00	\$ 6,500.00		\$ -	1.00	0.00%
6.04	Manhole, SW-401, 72 in	EA	1.00		1.00	\$ 7,000.00	\$ 7,000.00		\$ -	1.00	0.00%
6.05	Manhole, SW-401, 4ft x 6ft	EA	1.00		1.00	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	0.00%
6.06	Intake, SW-501	EA	2.00		2.00	\$3,500.00	\$ 7,000.00	1.00	\$ 3,500.00	1.00	50.00%
6.07	Intake, SW-503	EA	1.00		1.00	\$ 5,500.00	\$ 5,500.00		\$ -	1.00	0.00%
6.08	Intake, SW-505	EA	1.00		1.00	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	-	100.00%
6.09	Intake, SW-507	EA	2.00		2.00	\$ 5,000.00	\$ 10,000.00		\$ -	2.00	0.00%
6.10	Intake, SW-512, 24 in	EA	7.00		7.00	\$3,000.00	\$ 21,000.00	1.00	\$ 3,000.00	6.00	14.29%
6.11	Intake, SW-512, 30 in	EA	3.00		3.00	\$3,500.00	\$ 10,500.00		\$ -	3.00	0.00%
6.12	Intake, SW-512, 36 in	EA	1.00		1.00	\$4,500.00	\$ 4,500.00		\$ -	1.00	0.00%
6.13	Intake, SW-501 - Modified	EA	7.00		7.00	\$3,500.00	\$ 24,500.00		\$ -	7.00	0.00%
6.14	Intake, SW-505 - Modified	EA	5.00		5.00	\$ 6,000.00	\$ 30,000.00		\$ -	5.00	0.00%
6.15	Manhole Adjustment, Minor	EA	5.00		5.00	\$1,500.00	\$ 7,500.00		\$ -	5.00	0.00%
6.16	Manhole Adjustment, Major	EA	1.00		1.00	\$2,750.00	\$ 2,750.00		\$ -	1.00	0.00%
6.17	Remove Manhole	EA	2.00		2.00	\$1,000.00	\$ 2,000.00		\$ -	2.00	0.00%
6.18	Remove Intake	EA	2.00		2.00	\$1,000.00	\$ 2,000.00		\$ -	2.00	0.00%
7.01	Pavement, PCC, 7in Thickness	SY	5,540.00		5,540.00	\$ 95.00	\$ 526,300.00		\$ -	5,540.00	0.00%
7.02	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 6,500.00	\$ 6,500.00		\$ -	1.00	0.00%
7.03	Removal of Sidewalk	SY	66.00		66.00	\$ 15.00	\$ 990.00		\$ -	66.00	0.00%
7.04	Removal of Driveway	SY	368.00		368.00	\$ 15.00	\$ 5,520.00	60.00	\$ 900.00	308.00	16.30%
7.05	Sidewalk, PCC 4 Inch Thickness	SY	25.00		25.00	\$ 105.00	\$ 2,625.00		\$ -	25.00	0.00%
7.06	Sidewalk, PCC 6 Inch Thickness	SY	45.00		45.00	\$ 130.00	\$ 5,850.00		\$ -	45.00	0.00%
7.07	Detectable Warning	SF	64.00		64.00	\$ 75.00	\$ 4,800.00		\$ -	64.00	0.00%
7.08	Driveway, Paved, PCC, 6 in Thickness	SY	421.00		421.00	\$ 140.00	\$ 58,940.00		\$ -	421.00	0.00%
7.09	Sidewalk Assurance Testing	LS	1.00		1.00	\$ 5,500.00	\$ 5,500.00		\$ -	1.00	0.00%
7.10	Pavement Removal	SY	5,302.00		5,302.00	\$ 13.00	\$ 68,926.00	1,236.00	\$ 16,068.00	4,066.00	23.31%
8.01	Temporary Traffic Control	LS	1.00		1.00	\$10,500.00	\$ 10,500.00	0.25	\$ 2,625.00	0.75	25.00%
9.01	Hydraulic Seeding Seeding Fertilizing and Mulching (B/M) Type 1 with Compost Amended Topsoil	AC	0.60		0.60	\$ 7,000.00	\$ 4,200.00		\$ -	0.60	0.00%
9.02	Hydraulic Mulching, Temporary	AC	0.60		0.60	\$ 3,250.00	\$ 1,950.00		\$ -	0.60	0.00%
9.03	Intake Protection Device, Installation and Removal	EA	31.00		31.00	\$ 225.00	\$ 6,975.00		\$ -	31.00	0.00%
9.04	Intake Protection Device, Maintenance	EA	31.00		31.00	\$ 30.00	\$ 930.00		\$ -	31.00	0.00%
9.05	Manufactured Check Dams, Installation & Removal	LF	60.00		60.00	\$ 40.00	\$ 2,400.00		\$ -	60.00	0.00%
9.06	Rip Rap, Class E	TON	125.00		125.00	\$ 85.00	\$ 10,625.00		\$ -	125.00	0.00%
9.07	Rip Rap, Erosion Stone	TON	15.00		15.00	\$ 95.00	\$ 1,425.00		\$ -	15.00	0.00%
9.08	Wattle, Installation	LF	2,000.00		2,000.00	\$ 2.00	\$ 4,000.00		\$ -	2,000.00	0.00%
9.09	Wattle, Removal	LF	2,000.00		2,000.00	\$ 0.25	\$ 500.00		\$ -	2,000.00	0.00%
9.10	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1.00		1.00	\$ 2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	-	100.00%
9.11	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	0.00%
10.01	Removal of Steel Storm Tank Structure	LS	1.00		1.00	\$12,500.00	\$ 12,500.00		\$ -	1.00	0.00%
11.01	Mobilization	LS	1.00		1.00	\$92,434.00	\$ 92,434.00	0.25	\$ 23,108.50	0.75	25.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	0.00%
11.03	Removal & Salvage Sign To Owner	EA	11.00		11.00	\$ 275.00	\$ 3,025.00		\$ -	11.00	0.00%
11.04	Removal, Salvage & Reinstallation of Mailbox	EA	12.00		12.00	\$ 300.00	\$ 3,600.00		\$ -	12.00	0.00%
11.05	Maintenance of Postal Services	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	0.00%
11.06	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00		\$ -	1.00	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,545,000.00

\$ 100,094.50

6.48%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2021
Original Contract Time:	80.00
Added by Change Order:	-
Contract Time to Date:	80.00
Time Used to Date:	20.00
Contract Time Remaining:	60.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 2
Contractor: S. M. Hentges & Sons, Inc.
Address: 650 Quaker Avenue, Jordan, MN 55352
Finance Budget Code: 362-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 8, 2022 **Vendor #** 4294

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: March 8, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	9,530,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	9,530,000.00	
Total completed and stored to date:	\$	339,577.20	
Retainage: 5 % of Completed Work:	\$	16,978.86	
Total Earned less Retainage:	\$	322,598.34	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 322,598.34

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 322,598.34

Balance to finish, including retainage: \$ 9,207,401.66

Contract Time Remaining (If applicable) 403.00 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. M. Hentges & Sons, Inc.

John Klein Digitally signed by John Klein
DN: cn=John Klein, email=john.klein@smh.com, o=S.M. Hentges & Sons, ou=Contractors, c=US
 Signature _____ Date 9/6/22

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

[Signature] _____
 Signature _____ Date 9-6-22

City of Grimes Staff Approval: [Signature] _____

Signature _____ Date 9-8-22

City of Grimes Council Approval: _____

Signature _____ Date _____

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	6" PCC Trail	SY	1,350.00		1,350.00	\$ 75.00	\$ 101,250.00		\$ -	1,350.00	0.00%
2	48" DI Sanitary Sewer in Open Cut	LF	15,286.00		15,286.00	\$ 430.00	\$ 6,572,980.00		\$ -	15,286.00	0.00%
3	36" DI Sanitary Sewer in Open Cut	LF	25.00		25.00	\$ 6,000.00	\$ 150,000.00		\$ -	25.00	0.00%
4	12" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 1,200.00	\$ 24,000.00		\$ -	20.00	0.00%
5	48" Sanitary Trenchless	LF	410.00		410.00	\$ 1,565.00	\$ 641,650.00		\$ -	410.00	0.00%
6	Manhole - 96"	EA	2.00		2.00	\$45,000.00	\$ 90,000.00		\$ -	2.00	0.00%
7	Manhole - 72"	EA	43.00		43.00	\$30,000.00	\$ 1,290,000.00		\$ -	43.00	0.00%
8	Storm Sewer - 48" RCP	EA	90.00		90.00	\$ 240.00	\$ 21,600.00		\$ -	90.00	0.00%
9	Storm Sewer - 36" RCP	EA	20.00		20.00	\$ 200.00	\$ 4,000.00		\$ -	20.00	0.00%
10	Storm Sewer - 18" RCP	EA	40.00		40.00	\$ 125.00	\$ 5,000.00		\$ -	40.00	0.00%
11	Culvert - 48" CMP	LF	40.00		40.00	\$ 250.00	\$ 10,000.00		\$ -	40.00	0.00%
12	Storm Sewer - 16" HDPE	LF	18.00		18.00	\$ 120.00	\$ 2,160.00		\$ -	18.00	0.00%
13	Concrete Encasement - 48" Pipe	LF	60.00		60.00	\$ 540.00	\$ 32,400.00		\$ -	60.00	0.00%
14	6" Tile with Sock	LF	5,360.00		5,360.00	\$ 8.00	\$ 42,880.00		\$ -	5,360.00	0.00%
15	Steel Sheeting	SF	1,800.00		1,800.00	\$ 80.00	\$ 144,000.00		\$ -	1,800.00	0.00%
16	Rip-Rap	TON	1,535.00		1,535.00	\$ 75.00	\$ 115,125.00		\$ -	1,535.00	0.00%
17	Stabilizing Material	TON	200.00		200.00	\$ 40.00	\$ 8,000.00		\$ -	200.00	0.00%
18	Erosion Control	LS	1.00		1.00	\$55,000.00	\$ 55,000.00	30.00%	\$ 16,500.00	70.00%	30.00%
19	Seeding	ACRE	12.00		12.00	\$ 2,600.00	\$ 31,200.00		\$ -	12.00	0.00%
20	Clearing and Grubbing	LS	1.00		1.00	\$108,205.00	\$ 108,205.00		\$ -	1.00	0.00%
21	Traffic Control	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	0.00%
22	Sanitary Sewer Service Relocation	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	0.00%
23	Sanitary Sewer Service Pipe	LF	20.00		20.00	\$ 700.00	\$ 14,000.00		\$ -	20.00	0.00%
24	Sanitary Sewer Manhole Abandonment	EA	18.00		18.00	\$ 3,000.00	\$ 54,000.00		\$ -	18.00	0.00%
25	Sanitary Sewer Manhole Abandonment - Plug	EA	3.00		3.00	\$ 850.00	\$ 2,550.00		\$ -	3.00	0.00%
26									\$ -		0.00%
27	Stored Materials				-		\$ -		\$ -	-	0.00%
28	Bid item 5 - 48" Sanitary Trenchless	LF	410.00		410.00	\$ 552.22	\$ 226,410.20	410.00	\$ 226,410.20	-	100.00%
29	2" Grout Bushings	EA	42.00		42.00	\$ 200.00	\$ 8,400.00	42.00	\$ 8,400.00	-	100.00%
30	Bond	LS	1.00		1.00	\$70,207.00	\$ 70,207.00	1.00	\$ 70,207.00	-	100.00%
31	Manhole Coupler	EA	43.00		43.00	\$ 420.00	\$ 18,060.00	43.00	\$ 18,060.00	-	100.00%
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%
43					-		\$ -		\$ -	-	0.00%
44					-		\$ -		\$ -	-	0.00%
45					-		\$ -		\$ -	-	0.00%
46					-		\$ -		\$ -	-	0.00%
47					-		\$ -		\$ -	-	0.00%
48					-		\$ -		\$ -	-	0.00%
49					-		\$ -		\$ -	-	0.00%
50					-		\$ -		\$ -	-	0.00%
51					-		\$ -		\$ -	-	0.00%
52					-		\$ -		\$ -	-	0.00%
53					-		\$ -		\$ -	-	0.00%
54					-		\$ -		\$ -	-	0.00%
55					-		\$ -		\$ -	-	0.00%
56					-		\$ -		\$ -	-	0.00%
57					-		\$ -		\$ -	-	0.00%
58					-		\$ -		\$ -	-	0.00%
59					-		\$ -		\$ -	-	0.00%
60					-		\$ -		\$ -	-	0.00%
61					-		\$ -		\$ -	-	0.00%
62					-		\$ -		\$ -	-	0.00%
63					-		\$ -		\$ -	-	0.00%
64					-		\$ -		\$ -	-	0.00%
65					-		\$ -		\$ -	-	0.00%
66					-		\$ -		\$ -	-	0.00%
67					-		\$ -		\$ -	-	0.00%
68					-		\$ -		\$ -	-	0.00%
69					-		\$ -		\$ -	-	0.00%
70					-		\$ -		\$ -	-	0.00%
71					-		\$ -		\$ -	-	0.00%
72					-		\$ -		\$ -	-	0.00%
73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 9,853,077.20

\$ 339,577.20

3.45%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	579.00
Added by Change Order:	
Contract Time to Date:	579.00
Time Used to Date:	176.00
Contract Time Remaining:	403.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 1, 2022 Through: August 26, 2022

Contract Summary

Original Contract Amount:	\$	8,235,801.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	8,235,801.00	
Total completed and stored to date:	\$	586,155.00	
Retainage: 5 % of Completed Work:	\$	29,307.75	
Total Earned less Retainage:	\$	556,847.25	
Less previous applications for payment:	\$	308,750.00	
SUBTOTAL	\$		248,097.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 248,097.25

Balance to finish, including retainage: \$ 7,678,953.75

Contract Time Remaining (If applicable) 335.00 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
Signature: CFO Date: 8-31-22

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Signature: Date: 9-1-22

City of Grimes Staff Approval: Matt Ahrens
Signature: Date: 9-7-22

City of Grimes Council Approval:
Signature: Date:

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

Date Printed: 8/31/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	36" Force Main in Open Cut	LF	14,777.00		14,777.00	\$ 338.00	\$ 4,994,626.00		\$ -	14,777.00	0.00%
2	36" Force Main Trenchless in Casing	LF	110.00		110.00	\$ 1,300.00	\$ 143,000.00		\$ -	110.00	0.00%
3	36" Force Main Trenchless	LF	140.00		140.00	\$ 900.00	\$ 126,000.00		\$ -	140.00	0.00%
4	36" Force Main Directional Bored	LF	105.00		105.00	\$ 900.00	\$ 94,500.00		\$ -	105.00	0.00%
5	Air Release Manhole	EA	4.00		4.00	\$28,000.00	\$ 112,000.00		\$ -	4.00	0.00%
6	24" Sanitary Sewer in Open Cut	LF	1,246.00		1,246.00	\$ 245.00	\$ 305,270.00		\$ -	1,246.00	0.00%
7	15" Sanitary Sewer in Open Cut	LF	1,039.00		1,039.00	\$ 215.00	\$ 223,385.00		\$ -	1,039.00	0.00%
8	12" Sanitary Sewer in Open Cut	LF	5,496.00		5,496.00	\$ 215.00	\$ 1,181,640.00		\$ -	5,496.00	0.00%
9	12" Sanitary Sewer Trenchless	LF	55.00		55.00	\$ 350.00	\$ 19,250.00		\$ -	55.00	0.00%
10	Manhole - 84"	EA	2.00		2.00	\$24,000.00	\$ 48,000.00		\$ -	2.00	0.00%
11	Manhole - 72"	EA	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	0.00%
12	Manhole - 48"	EA	21.00		21.00	\$ 7,200.00	\$ 151,200.00		\$ -	21.00	0.00%
13	Connection to Existing Manhole - 24" Sewer	EA	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
14	6" PCC Trail	SY	386.00		386.00	\$ 55.00	\$ 21,230.00	21.00	\$ 1,155.00	365.00	5.44%
15	Field Tile Replacement - 8" and Smaller	LF	500.00		500.00	\$ 40.00	\$ 20,000.00		\$ -	500.00	0.00%
16	Stabilizing Material	TON	100.00		100.00	\$ 50.00	\$ 5,000.00		\$ -	100.00	0.00%
17	Erosion Control	LS	1.00		1.00	\$58,700.00	\$ 58,700.00		\$ -	100.00	0.00%
18	Seeding	ACRE	25.00		25.00	\$ 1,800.00	\$ 45,000.00		\$ -	25.00	0.00%
19	Clearing and Grubbing	LS	1.00		1.00	\$650,000.00	\$ 650,000.00	90.0%	\$ 585,000.00	10.0%	90.00%
20	Traffic Control	LS	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	100.00	0.00%
21					-		\$ -		\$ -	-	0.00%
22					-		\$ -		\$ -	-	0.00%
23					-		\$ -		\$ -	-	0.00%
24					-		\$ -		\$ -	-	0.00%
25					-		\$ -		\$ -	-	0.00%
26					-		\$ -		\$ -	-	0.00%
27					-		\$ -		\$ -	-	0.00%
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%
43					-		\$ -		\$ -	-	0.00%
44					-		\$ -		\$ -	-	0.00%
45					-		\$ -		\$ -	-	0.00%
46					-		\$ -		\$ -	-	0.00%
47					-		\$ -		\$ -	-	0.00%
48					-		\$ -		\$ -	-	0.00%
49					-		\$ -		\$ -	-	0.00%
50					-		\$ -		\$ -	-	0.00%
51					-		\$ -		\$ -	-	0.00%
52					-		\$ -		\$ -	-	0.00%
53					-		\$ -		\$ -	-	0.00%
54					-		\$ -		\$ -	-	0.00%
55					-		\$ -		\$ -	-	0.00%
56					-		\$ -		\$ -	-	0.00%
57					-		\$ -		\$ -	-	0.00%
58					-		\$ -		\$ -	-	0.00%
59					-		\$ -		\$ -	-	0.00%
60					-		\$ -		\$ -	-	0.00%
61					-		\$ -		\$ -	-	0.00%
62					-		\$ -		\$ -	-	0.00%
63					-		\$ -		\$ -	-	0.00%
64					-		\$ -		\$ -	-	0.00%
65					-		\$ -		\$ -	-	0.00%
66					-		\$ -		\$ -	-	0.00%
67					-		\$ -		\$ -	-	0.00%
68					-		\$ -		\$ -	-	0.00%
69					-		\$ -		\$ -	-	0.00%
70					-		\$ -		\$ -	-	0.00%
71					-		\$ -		\$ -	-	0.00%
72					-		\$ -		\$ -	-	0.00%
73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,235,801.00

\$ 586,155.00

7.12%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	\$ 308,750.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 308,750.00

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	511.00
Added by Change Order:	
Contract Time to Date:	511.00
Time Used to Date:	176.00
Contract Time Remaining:	<u>335.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: August 30, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount:	\$	63,422.00	
Net change by Change Orders:	\$	1,616.12	
Contract Amount to Date: (line 1 ± 2)	\$		65,038.12
Total completed and stored to date:	\$	51,838.12	
Retainage: 5 % of Completed Work:	\$	2,591.91	
Total Earned less Retainage:	\$		49,246.21
Less previous applications for payment:	\$		45,430.90
SUBTOTAL			\$ 3,815.31

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,815.31

Balance to finish, including retainage: \$ 15,791.91

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Van Maanen Electric, Inc.
 Signature: [Signature] Firm Name: Van Maanen Electric, Inc. Date: 8/31/22

Engineer / Consultant Approval: Bolton & Menk, Inc.
 Signature: [Signature] Firm Name: Bolton & Menk, Inc. Date: 9/1/2022

City of Grimes Staff Approval: [Signature]
 Signature: [Signature] Date: 9-8-22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Temporary Traffic Signal	LS	1.00		1.00	\$34,622.00	\$ 34,622.00	1.00	\$ 34,622.00	-	100.00%
2	Temporary Traffic Signal Rent	MONTH	24.00		24.00	\$ 1,200.00	\$ 28,800.00	13.00	\$ 15,600.00	11.00	54.17%
8001	Signal Detection Modification	LS		1.00	1.00	\$ 1,616.12	\$ 1,616.12	1.00	\$ 1,616.12	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 65,038.12

\$ 51,838.12

-20.30%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 26, 2021	\$ 36,310.90
2	February 8, 2022	\$ 3,420.00
3	April 12, 2022	\$ 3,420.00
4	August 9, 2022	\$ 2,280.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

TOTAL \$ 45,430.90

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1	August 23, 2022	\$ 1,616.12
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 1,616.12

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: July 28, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	12,675,000.00	
Net change by Change Orders:	\$	(84,666.25)	
Contract Amount to Date: (line 1 ± 2)	\$	12,590,333.75	
Total completed and stored to date:	\$	4,970,498.06	
Retainage: 5 % of Completed Work:	\$	248,524.90	
Total Earned less Retainage:	\$	4,721,973.16	
Less previous applications for payment:	\$	3,000,135.53	
SUBTOTAL	\$	1,721,837.63	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,721,837.63

Balance to finish, including retainage: \$ 7,868,360.59

Contract Time Remaining (If applicable) 274.00 Working Days

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

Construction Contractor Approval: S.J. Louis Construction, Inc.
 Signature: [Signature] Firm Name: S.J. Louis Construction, Inc. Date: 9/6/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
 Signature: [Signature] Firm Name: Veenstra & Kimm, Inc. Date: 9-6-22

City of Grimes Staff Approval: [Signature]
 Signature: [Signature] Date: 9-8-22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	60" Sanitary in Open Cut	LF	1,744.00		1,744.00	\$ 660.25	\$ 1,151,476.00	1,744.00	\$ 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	1,380.00	\$ 938,055.00	8,349.00	14.18%
3	48" Sanitary in Open Cut	LF	55.00		55.00	\$ 1,200.00	\$ 66,000.00		\$ -	55.00	0.00%
4	36" Sanitary in Open Cut	LF	33.00		33.00	\$ 1,400.00	\$ 46,200.00	33.00	\$ 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	0.00%
6	24" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 1,252.00	\$ 25,040.00		\$ -	20.00	0.00%
7	8" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 900.00	\$ 18,000.00		\$ -	20.00	0.00%
8	54" Sanitary Tunneled	LF	656.00		656.00	\$ 2,200.00	\$ 1,443,200.00	160.00	\$ 352,000.00	496.00	24.39%
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	1.00	\$ 50,000.00	1.00	50.00%
11	Manhole - 84"	EA	35.00	(31.00)	4.00	\$33,510.00	\$ 134,040.00	1.00	\$ 33,510.00	3.00	25.00%
12	Storm Sewer - 48" RCP	LF	30.00		30.00	\$ 800.00	\$ 24,000.00		\$ -	30.00	0.00%
13	Storm Sewer - 24" RCP	LF	60.00		60.00	\$ 250.00	\$ 15,000.00		\$ -	60.00	0.00%
14	Storm Sewer - 18" RCP	LF	90.00		90.00	\$ 180.00	\$ 16,200.00	70.00	\$ 12,600.00	20.00	77.78%
15	Storm Sewer - 15" RCP	LF	30.00		30.00	\$ 150.00	\$ 4,500.00		\$ -	30.00	0.00%
16	Storm Sewer - 12" RCP	LF	30.00		30.00	\$ 105.00	\$ 3,150.00		\$ -	30.00	0.00%
17	6" Tile with Sock	LF	18,900.00		18,900.00	\$ 19.00	\$ 359,100.00	2,746.00	\$ 52,174.00	16,154.00	14.53%
18	6" PCC Trail	SY	8,148.00		8,148.00	\$ 65.00	\$ 529,620.00		\$ -	8,148.00	0.00%
19	Granular Surfacing	SY	362.00		362.00	\$ 25.00	\$ 9,050.00		\$ -	362.00	0.00%
20	Steel Sheet piling	SF	7,900.00		7,900.00	\$ 35.00	\$ 276,500.00		\$ -	7,900.00	0.00%
21	Rip-Rap	TON	1,350.00		1,350.00	\$ 70.00	\$ 94,500.00		\$ -	1,350.00	0.00%
22	Stabilizing Material	TON	200.00		200.00	\$ 44.85	\$ 8,970.00		\$ -	200.00	0.00%
23	Erosion Control	LS	1.00		1.00	\$100,000.00	\$ 100,000.00	37.5%	\$ 37,500.00	62.5%	37.50%
24	Seeding	ACRE	25.00		25.00	\$ 2,500.00	\$ 62,500.00		\$ -	25.00	0.00%
25	Clearing and Grubbing	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	100.0%	\$ 150,000.00	0.0%	100.00%
26	Traffic Control	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	37.5%	\$ 7,500.00	62.5%	37.50%
27	54" Base FRP Manholes	EA	27.00		27.00	\$40,000.00	\$ 1,080,000.00	2.00	\$ 80,000.00	25.00	7.41%
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	Stored Materials				-		\$ -		\$ -	-	0.00%
30	60" Sanitary Pipe	LF			-	\$ 286.00	\$ -	-	\$ -	-	0.00%
31	36" Sanitary Pipe	LF			-	\$ 133.00	\$ -	-	\$ -	-	0.00%
32	36" Sanitary Pipe Bends	LF			-	\$ 4,095.00	\$ -	-	\$ -	-	0.00%
33	54" Base FRP Manholes 3 miter	EA			-	\$14,426.00	\$ -	6.00	\$ 86,556.00	-	0.00%
34	54" Base FRP Manholes 0 miter	EA			-	\$ 7,889.00	\$ -	1.00	\$ 7,889.00	-	0.00%
35	60" Base FRP Manholes 1 miter	EA			-	\$12,295.00	\$ -	-	\$ -	-	0.00%
36	60" Base FRP Manholes 2 miter	EA			-	\$13,835.00	\$ -	-	\$ -	-	0.00%
37	60" Base FRP Manholes 1 miter with stubs	EA			-	\$22,443.00	\$ -	-	\$ -	-	0.00%
38	54" Sanitary Pipe	LF			-	\$ 238.00	\$ -	3,374.00	\$ 803,012.00	-	0.00%
39	54" Bore Pipe Sanitary	LF			-	\$ 534.00	\$ -	754.00	\$ 402,636.00	-	0.00%
40	54" Base FRP Manholes 1 miter	EA			-	\$11,255.00	\$ -	4.00	\$ 45,020.00	-	0.00%
41	54" Base FRP Manholes 2 miter	EA			-	\$13,117.00	\$ -	4.00	\$ 52,468.00	-	0.00%
42	LFM MH #11	EA			-	\$ 8,368.00	\$ -	1.00	\$ 8,368.00	-	0.00%
43	LFM MH #12	EA			-	\$ 8,368.00	\$ -	1.00	\$ 8,368.00	-	0.00%
44	LFM MH #13	EA			-	\$ 11,265.00	\$ -	1.00	\$ 11,265.00	-	0.00%
45	LFM MH #14	EA			-	\$ 11,419.00	\$ -	1.00	\$ 11,419.00	-	0.00%
46	LFM MH #15	EA			-	\$ 12,732.00	\$ -	1.00	\$ 12,732.00	-	0.00%
47	LFM MH #16	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00	-	0.00%
48	LFM MH #19	EA			-	\$ 9,237.00	\$ -	1.00	\$ 9,237.00	-	0.00%
49	LFM MH #20	EA			-	\$ 8,668.00	\$ -	1.00	\$ 8,668.00	-	0.00%
50	LFM MH #21	EA			-	\$ 9,401.00	\$ -	1.00	\$ 9,401.00	-	0.00%
51	LFM MH #22	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00	-	0.00%
52	LFM MH #24	EA			-	\$ 9,574.00	\$ -	1.00	\$ 9,574.00	-	0.00%
53	LFM MH #25	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00	-	0.00%
54	LFM MH #26	EA			-	\$ 8,668.00	\$ -	1.00	\$ 8,668.00	-	0.00%
55	LFM MH #27	EA			-	\$ 9,401.00	\$ -	1.00	\$ 9,401.00	-	0.00%
56	LFM MH #28	EA			-	\$ 9,959.00	\$ -	1.00	\$ 9,959.00	-	0.00%
57	LFM MH #30	EA			-	\$ 9,574.00	\$ -	1.00	\$ 9,574.00	-	0.00%
58	LFM MH #31	EA			-	\$10,968.00	\$ -	1.00	\$ 10,968.00	-	0.00%
59	LFM MH #35	EA			-	\$ 9,574.00	\$ -	1.00	\$ 9,574.00	-	0.00%
60	LFM MH #39	EA			-	\$ 9,574.00	\$ -	1.00	\$ 9,574.00	-	0.00%
61	LFM MH #41	EA			-	\$12,017.00	\$ -	1.00	\$ 12,017.00	-	0.00%
62	LFM MH #42	EA			-	\$11,712.00	\$ -	1.00	\$ 11,712.00	-	0.00%
63	LFM MH #43	EA			-	\$ 9,401.00	\$ -	1.00	\$ 9,401.00	-	0.00%
64	2" PVC Grout Bushing	EA			-	\$ 200.00	\$ -	82.00	\$ 16,400.00	-	0.00%
65	6" Drintile	LF			-	\$ 2.40	\$ -	17,054.00	\$ 40,929.60	-	0.00%
66	8" Hymax Couplings	EA			-	\$ 326.72	\$ -	4.00	\$ 1,306.88	-	0.00%
67	8" Ductile iron pipe	LF			-	\$ 66.23	\$ -	20.00	\$ 1,324.60	-	0.00%
68	24" A-2000 Sanitary pipe	LF			-	\$ 93.05	\$ -	20.00	\$ 1,861.00	-	0.00%
69	24" Hymax Coupler	EA			-	\$ 2,771.50	\$ -	4.00	\$ 11,086.00	-	0.00%
70	Sheet piling	SF			-	\$ 19.41	\$ -	8,078.00	\$ 156,793.98	-	0.00%
71	LFM MH #40	EA			-	\$12,017.00	\$ -	1.00	\$ 12,017.00	-	0.00%
72	LFM MH #44	EA			-	\$ 9,401.00	\$ -	1.00	\$ 9,401.00	-	0.00%
73	54" Base FRP Manholes 2 miter	EA	3.00		3.00	\$13,117.00	\$ 39,351.00	3.00	\$ 39,351.00	-	100.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 12,629,684.75

\$ 4,970,498.06

39.36%

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		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 3,000,135.53

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	\$ (84,666.25)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ (84,666.25)

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	December 14, 2021
Original Contract Time:	534.00
Added by Change Order:	
Contract Time to Date:	534.00
Time Used to Date:	260.00
Contract Time Remaining:	<u>274.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: August 1, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	8,068,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	8,068,100.00	
Total completed and stored to date:	\$	3,390,686.40	
Retainage: 5 % of Completed Work:	\$	169,534.32	
Total Earned less Retainage:	\$	3,221,152.08	
Less previous applications for payment:	\$	2,271,604.28	
SUBTOTAL	\$		949,547.80

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 949,547.80

Balance to finish, including retainage: \$ 4,846,947.92

Contract Time Remaining (If applicable) 365.00 Working Days

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

Construction Contractor Approval: Shank Constructors, Inc.

Signature: John Schneider Firm Name: Shank Constructors, Inc.
 Date: 09/06/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Signature: Firm Name: Veenstra & Kimm, Inc.
 Date: 9-6-22

City of Grimes Staff Approval:

Signature: Date: 9-7-22

City of Grimes Council Approval:

Signature: _____ Date: _____

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Mobilization	LS	1.00		1.00	\$285,000.00	\$ 285,000.00	100%	\$ 285,000.00	0%	100.00%
2	Site Demolition	LS	1.00		1.00	\$115,000.00	\$ 115,000.00	95%	\$ 109,250.00	5%	95.00%
3	Earth Retention	LS	1.00		1.00	\$ 1,921,503.00	\$ 1,921,503.00	90%	\$ 1,729,352.70	10%	90.00%
4	Earthwork	LS	1.00		1.00	\$546,000.00	\$ 546,000.00	40%	\$ 218,400.00	60%	40.00%
5	Site Utilities	LS	1.00		1.00	\$ 1,104,000.00	\$ 1,104,000.00	20%	\$ 220,800.00	80%	20.00%
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	40%	\$ 555,284.00	60%	40.00%
8	Precast Materials	LS	1.00		1.00	\$207,500.00	\$ 207,500.00		\$ -	100%	0.00%
9	Precast Erection	LS	1.00		1.00	\$36,400.00	\$ 36,400.00		\$ -	100%	0.00%
10	Wood Blocking	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	100%	0.00%
11	Roofing	LS	1.00		1.00	\$40,200.00	\$ 40,200.00		\$ -	100%	0.00%
12	Hatches	LS	1.00		1.00	\$24,500.00	\$ 24,500.00		\$ -	100%	0.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	\$18,250.00	\$ 18,250.00		\$ -	100%	0.00%
14	Coiling Door	LS	1.00		1.00	\$23,500.00	\$ 23,500.00		\$ -	100%	0.00%
15	Painting	LS	1.00		1.00	\$25,000.00	\$ 25,000.00		\$ -	100%	0.00%
16	Specialties	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	100%	0.00%
17	Bar Screens	LS	1.00		1.00	\$309,220.00	\$ 309,220.00		\$ -	100%	0.00%
18	Submersible Pumps	LS	1.00		1.00	\$333,000.00	\$ 333,000.00		\$ -	100%	0.00%
19	Slide Gates	LS	1.00		1.00	\$39,460.00	\$ 39,460.00	50%	\$ 19,730.00	50%	50.00%
20	Inside Process Piping	LS	1.00		1.00	\$227,000.00	\$ 227,000.00	68%	\$ 154,360.00	32%	68.00%
21	Jib Crane	LS	1.00		1.00	\$58,000.00	\$ 58,000.00		\$ -	100%	0.00%
22	Plumbing	LS	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	100%	0.00%
23	HVAC	LS	1.00		1.00	\$329,460.00	\$ 329,460.00		\$ -	100%	0.00%
24	Electrical	LS	1.00		1.00	\$985,097.00	\$ 985,097.00	10%	\$ 98,509.70	90%	10.00%
25					-	\$ -	\$ -		\$ -	-	0.00%
26					-	\$ -	\$ -		\$ -	-	0.00%
27					-	\$ -	\$ -		\$ -	-	0.00%
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%
43					-	\$ -	\$ -		\$ -	-	0.00%
44					-	\$ -	\$ -		\$ -	-	0.00%
45					-	\$ -	\$ -		\$ -	-	0.00%
46					-	\$ -	\$ -		\$ -	-	0.00%
47					-	\$ -	\$ -		\$ -	-	0.00%
48					-	\$ -	\$ -		\$ -	-	0.00%
49					-	\$ -	\$ -		\$ -	-	0.00%
50					-	\$ -	\$ -		\$ -	-	0.00%
51					-	\$ -	\$ -		\$ -	-	0.00%
52					-	\$ -	\$ -		\$ -	-	0.00%
53					-	\$ -	\$ -		\$ -	-	0.00%
54					-	\$ -	\$ -		\$ -	-	0.00%
55					-	\$ -	\$ -		\$ -	-	0.00%
56					-	\$ -	\$ -		\$ -	-	0.00%
57					-	\$ -	\$ -		\$ -	-	0.00%
58					-	\$ -	\$ -		\$ -	-	0.00%
59					-	\$ -	\$ -		\$ -	-	0.00%
60					-	\$ -	\$ -		\$ -	-	0.00%
61					-	\$ -	\$ -		\$ -	-	0.00%
62					-	\$ -	\$ -		\$ -	-	0.00%
63					-	\$ -	\$ -		\$ -	-	0.00%
64					-	\$ -	\$ -		\$ -	-	0.00%
65					-	\$ -	\$ -		\$ -	-	0.00%
66					-	\$ -	\$ -		\$ -	-	0.00%
67					-	\$ -	\$ -		\$ -	-	0.00%
68					-	\$ -	\$ -		\$ -	-	0.00%
69					-	\$ -	\$ -		\$ -	-	0.00%
70					-	\$ -	\$ -		\$ -	-	0.00%
71					-	\$ -	\$ -		\$ -	-	0.00%
72					-	\$ -	\$ -		\$ -	-	0.00%
73					-	\$ -	\$ -		\$ -	-	0.00%
74					-	\$ -	\$ -		\$ -	-	0.00%
75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,068,100.00

\$ 3,390,686.40

42.03%

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		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 2,271,604.28

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	552.00
Added by Change Order:	
Contract Time to Date:	552.00
Time Used to Date:	187.00
Contract Time Remaining:	365.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: County Line Road Intersection Improvements
Contractor: Absolute Concrete
Address: 1000 West 6th Ave, PO Box 148, Slater, IA 50244
Finance Budget Code: 334-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 27, 2021 **Vendor #** 1072

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: February 28, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	980,161.50	
Net change by Change Orders:	\$	54,532.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,034,693.50	
Total completed and stored to date:	\$	950,501.00	
Retainage: 4 % of Completed Work:	\$	38,020.04	
Total Earned less Retainage:	\$	912,480.96	
Less previous applications for payment:	\$	888,404.16	
SUBTOTAL	\$		24,076.80

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 24,076.80

Balance to finish, including retainage: \$ 122,212.54

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval: Absolute Concrete

Drew Roberts

Signature

Firm Name

8/31/22

Date

Engineer / Consultant Approval:

Justin Ewald

Signature

Firm Name

Bolton & Menk, Inc.

9/1/2022

Date

City of Grimes Staff Approval:

Matt Ahrens

Signature

9-7-22

Date

City of Grimes Council Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 1,131.00	\$ 1,131.00	1.00	\$ 1,131.00	-	100.00%
2	EXCAVATION, CLASS 10	CY	1,224.00		1,224.00	\$ 10.00	\$ 12,240.00	1,224.00	\$ 12,240.00	-	100.00%
3	EXCAVATION, CLASS 10, BORROW	CY	2,769.00		2,769.00	\$ 16.00	\$ 44,304.00	2,769.00	\$ 44,304.00	-	100.00%
4	SUBGRADE PREPARATION	SY	6,150.00	30.00	6,180.00	\$ 3.00	\$ 18,540.00	6,180.00	\$ 18,540.00	-	100.00%
5	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	6,150.00		6,150.00	\$ 7.00	\$ 43,050.00		\$ -	6,150.00	0.00%
6	SUBBASE, MODIFIED, 6 IN	SY	6,150.00	30.00	6,180.00	\$ 10.00	\$ 61,800.00	6,180.00	\$ 61,800.00	-	100.00%
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100.00		100.00	\$ 58.00	\$ 5,800.00		\$ -	100.00	0.00%
8	STORM SEWER, TRENCHED, RCP, 15 IN	LF	85.00		85.00	\$ 103.00	\$ 8,755.00	86.00	\$ 8,858.00	(1.00)	101.18%
9	STORM SEWER, TRENCHED, RCP, 30 IN	LF	520.00	51.00	571.00	\$ 109.00	\$ 62,239.00	570.00	\$ 62,130.00	1.00	99.82%
10	STORM SEWER, TRENCHLESS, RCP, 30 IN	LF	100.00		100.00	\$ 555.00	\$ 55,500.00	100.00	\$ 55,500.00	-	100.00%
11	PIPE ARON, CONC, 30 IN, W/ FOOTING (REMOVE, SALVAGE, AND REINSTALL)	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	-	100.00%
12	SUBDRAIN, PERFORATED PLASTIC, PIP, 6 IN	LF	1,080.00		1,080.00	\$ 21.50	\$ 23,220.00	1,080.00	\$ 23,220.00	-	100.00%
13	SUBDRAIN, CLEANOUT, TYPE A-1, 8 IN.	EA	2.00		2.00	\$ 800.00	\$ 1,600.00	2.00	\$ 1,600.00	-	100.00%
14	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6.00		6.00	\$ 500.00	\$ 3,000.00	6.00	\$ 3,000.00	-	100.00%
15	FIELD TILE REPAIR, <10"	LF	100.00		100.00	\$ 50.00	\$ 5,000.00		\$ -	100.00	0.00%
16	WATER MAIN, LOWERING, TRENCHED, DIP, 12 IN	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00		\$ -	1.00	0.00%
17	FIXTURE ADJUSTMENT	EA	4.00		4.00	\$ 1,000.00	\$ 4,000.00		\$ -	4.00	0.00%
18	STORM MANHOLE, SW-401, 72 IN.	EA	3.00		3.00	\$ 6,650.00	\$ 19,950.00	2.00	\$ 13,300.00	1.00	66.67%
19	INTAKE, SW-501	EA	1.00		1.00	\$ 2,400.00	\$ 2,400.00	1.00	\$ 2,400.00	-	100.00%
20	INTAKE, SW-505	EA	1.00		1.00	\$ 4,450.00	\$ 4,450.00	1.00	\$ 4,450.00	-	100.00%
21	INTAKE, SW-506	EA	2.00		2.00	\$ 7,250.00	\$ 14,500.00	2.00	\$ 14,500.00	-	100.00%
22	PAVEMENT, PCC, 8 IN.	SY	2,070.00	30.00	2,100.00	\$ 75.00	\$ 157,500.00	2,065.00	\$ 154,875.00	35.00	98.33%
23	PAVEMENT, PCC, 10 IN.	SY	3,000.00		3,000.00	\$ 85.00	\$ 255,000.00	3,008.00	\$ 255,680.00	(8.00)	100.27%
24	CONCRETE MEDIAN	SY	71.00		71.00	\$ 25.00	\$ 1,775.00	355.00	\$ 8,875.00	(284.00)	500.00%
25	GRANULAR SHOULDER AND DRIVEWAY, 7 IN.	SY	535.00	120.00	655.00	\$ 15.00	\$ 9,825.00	655.00	\$ 9,825.00	-	100.00%
26	PAVEMENT REMOVAL	SY	3,375.00		3,375.00	\$ 16.00	\$ 54,000.00	3,375.00	\$ 54,000.00	-	100.00%
27	PAINTED PAVEMENT MARKINGS, WATERBORNE	EA	80.10		80.10	\$ 65.00	\$ 5,206.50	80.10	\$ 5,206.50	-	100.00%
28	PAINTED PAVEMENT SYMBOLS, WATERBORNE	EA	6.00		6.00	\$ 100.00	\$ 600.00	6.00	\$ 600.00	-	100.00%
29	PAVEMENT MARKINGS REMOVED	STA	17.00		17.00	\$ 115.00	\$ 1,955.00	17.00	\$ 1,955.00	-	100.00%
30	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 8,200.00	\$ 8,200.00	1.00	\$ 8,200.00	-	100.00%
31	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.50		0.50	\$ 3,000.00	\$ 1,500.00	0.28	\$ 840.00	0.22	56.00%
32	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 2)	AC	0.75		0.75	\$ 2,950.00	\$ 2,212.50	1.17	\$ 3,451.50	(0.42)	156.00%
33	SWPPP PREPARATION	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
34	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.90	\$ 1,800.00	0.10	90.00%
35	FILTER SOCK, 9 IN.	LF	1,115.00		1,115.00	\$ 2.50	\$ 2,787.50	230.00	\$ 575.00	885.00	20.63%
36	RIP RAP, CLASS E	TON	30.00		30.00	\$ 70.00	\$ 2,100.00	30.00	\$ 2,100.00	-	100.00%
37	SILT FENCE OR SILT FENCE DITCH CHECK	LF	2,730.00		2,730.00	\$ 1.50	\$ 4,095.00	618.00	\$ 927.00	2,112.00	22.64%
38	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.10		2.10	\$ 1,500.00	\$ 3,150.00	0.54	\$ 810.00	1.56	25.71%
39	INLET PROTECTION DEVICE	EA	7.00		7.00	\$ 175.00	\$ 1,225.00	7.00	\$ 1,225.00	-	100.00%
40	MOBILIZATION	LS	1.00		1.00	\$ 61,000.00	\$ 61,000.00	1.00	\$ 61,000.00	-	100.00%
41	CONCRETE WASHOUT	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
42	FENCE REMOVAL	LF	350.00		350.00	\$ 5.00	\$ 1,750.00	350.00	\$ 1,750.00	-	100.00%
8001	SUBBASE STABILIZATION, GEOGRID	SY		152.00	152.00	\$ 5.50	\$ 836.00	152.00	\$ 836.00	-	100.00%
8002	TEMPORARY TRAFFIC SIGNALS	LS		1.00	1.00	\$ 11,929.00	\$ 11,929.00	1.00	\$ 11,929.00	-	100.00%
8003	FIELD ENTRANCE	LS		1.00	1.00	\$ 6,688.00	\$ 6,688.00	1.00	\$ 6,688.00	-	100.00%
8004	TEMPORARY STORM PIPE	LS		1.00	1.00	\$ 25,080.00	\$ 25,080.00	1.00	\$ 25,080.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,034,693.50

\$ 950,501.00

-8.14%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 13, 2021	\$ 281,913.92
2	August 24, 2021	\$ 90,564.64
3	September 14, 2021	\$ 310,792.32
4	October 12, 2021	\$ 142,503.80
5	December 14, 2021	\$ 43,499.07
6	March 8, 2022	\$ 19,130.41
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 888,404.16

Record of Change Orders

No.	Date	Amount
1	July 13, 2021	\$ 22,764.00
2	October 12, 2021	\$ 6,688.00
3	August 9, 2022	\$ 25,080.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 54,532.00

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	April 27, 2021
Original Contract Time:	8/31/2021
Added by Change Order:	
Contract Time to Date:	126.00
Time Used to Date:	126.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Trail Ridge Road Water Main
Contractor: Synergy Contracting, LLC.
Address: 108 5th Avenue SW, Altoona, IA 50009
Finance Budget Code: 368-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 10, 2022 **Vendor #** 4147

Date of Council Meeting: September 13, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: August 1, 2022 Through: August 30, 2022

Contract Summary

Original Contract Amount:	\$	616,059.00	
Net change by Change Orders:	\$	7,969.50	
Contract Amount to Date: (line 1 ± 2)	\$	624,028.50	
Total completed and stored to date:	\$	580,423.95	
Retainage: 5 % of Completed Work:	\$	29,021.20	
Total Earned less Retainage:	\$	551,402.75	
Less previous applications for payment:	\$	386,871.05	
SUBTOTAL	\$		164,531.70

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 164,531.70

Balance to finish, including retainage: \$ 72,625.75

Contract Time Remaining (If applicable) 17.00 Working Days

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

Construction Contractor Approval: Synergy Contracting, LLC.

Signature: Firm Name: Synergy Contracting, LLC.
 Date: 9-8-22

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature: Firm Name: MSA Professional Services, Inc.
 Date: September 8, 2022

City of Grimes Staff Approval:

Signature: Date: 9-8-22

City of Grimes Council Approval:

Signature: _____ Date: _____

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	0.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	0.00%
5.01	Water Main, Trenched, PVC, 6 Inch	LF	24.00		24.00	\$ 91.00	\$ 2,184.00	6.00	\$ 546.00	18.00	25.00%
5.02	Water Main, Trenched, PVC, 8 Inch	LF	804.00		804.00	\$ 98.00	\$ 78,792.00	510.00	\$ 49,980.00	294.00	63.43%
5.03	Water Main, Trenchless, PVC, 8 Inch	LF	1,304.00		1,304.00	\$ 98.00	\$ 127,792.00	1,552.00	\$ 152,096.00	(248.00)	119.02%
5.04	Fitting, Tee, 8 Inch x 8 Inch	EA	5.00		5.00	\$ 2,030.00	\$ 10,150.00	5.00	\$ 10,150.00	-	100.00%
5.05	Fitting, Reducer, 8 Inch x 6 Inch	EA	5.00		5.00	\$ 1,015.00	\$ 5,075.00	5.00	\$ 5,075.00	-	100.00%
5.06	Water Service Stub, Same Side of Street, Copper, 1 Inch	EA	11.00		11.00	\$ 2,800.00	\$ 30,800.00	11.00	\$ 30,800.00	-	100.00%
5.07	Water Service Stub, Opposite Side of Street, Copper, 1 Inch	EA	19.00		19.00	\$ 3,955.00	\$ 75,145.00	19.00	\$ 75,145.00	-	100.00%
5.08	Valve, 8 Inch	EA	10.00		10.00	\$ 3,115.00	\$ 31,150.00	10.00	\$ 31,150.00	-	100.00%
5.09	Fire Hydrant Assembly	EA	5.00		5.00	\$ 9,191.00	\$ 45,955.00	5.00	\$ 45,955.00	-	100.00%
5.10	Fire Hydrant Removal	EA	4.00		4.00	\$ 1,505.00	\$ 6,020.00	4.00	\$ 6,020.00	-	100.00%
5.11	Valve Box Removal	EA	10.00		10.00	\$ 360.00	\$ 3,600.00	10.00	\$ 3,600.00	-	100.00%
5.12	Connection to Existing Water Main	EA	7.00		7.00	\$ 5,110.00	\$ 35,770.00	7.00	\$ 35,770.00	-	100.00%
5.13	Flushing Device, Blowoff	EA	2.00		2.00	\$ 2,450.00	\$ 4,900.00	2.00	\$ 4,900.00	-	100.00%
5.14	Waterstop	EA	2.00	(2.00)	-	\$ 13,320.00	\$ -		\$ -	-	0.00%
7.01	Removal of Sidewalk, Shared Use Path, or Driveway	SY	469.00		469.00	\$ 21.00	\$ 9,849.00	322.22	\$ 6,786.62	146.78	68.70%
7.02	Removal of Pavement	SY	491.00		491.00	\$ 21.00	\$ 10,311.00	341.67	\$ 7,175.07	149.33	69.59%
7.03	Sidewalk, PCC, 4 Inch Thickness	SY	404.00		404.00	\$ 78.00	\$ 31,512.00	343.00	\$ 26,764.00	61.00	84.90%
7.04	Driveway, Granular, 6 Inch Thickness	SY	65.00		65.00	\$ 21.00	\$ 1,365.00		\$ -	65.00	0.00%
7.05	Granular Surfacing, 12 Inch Thickness	SY	491.00		491.00	\$ 28.00	\$ 13,748.00	341.67	\$ 9,566.76	149.33	69.59%
8.01	Traffic Control	LS	1.00		1.00	\$ 11,830.00	\$ 11,830.00	1.00	\$ 11,830.00	-	100.00%
9.01	Hydro Seeding, Seeding, Fertilizing, and Mulching (EFM), Type 1 with Compost Amended Topsoil	AC	0.45		0.45	\$ 9,380.00	\$ 4,221.00		\$ -	0.45	0.00%
9.02	Hydraulic Mulching, Temporary	AC	0.45		0.45	\$ 4,200.00	\$ 1,890.00		\$ -	0.45	0.00%
9.03	Intake Protection Device, Installation and Removal	EA	4.00		4.00	\$ 280.00	\$ 1,120.00	4.00	\$ 1,120.00	-	100.00%
9.04	Intake Protection Device, Maintenance	EA	4.00		4.00	\$ 35.00	\$ 140.00	4.00	\$ 140.00	-	100.00%
9.05	Wattle, Installation	LF	930.00		930.00	\$ 2.00	\$ 1,860.00	1,000.00	\$ 2,000.00	(70.00)	107.53%
9.06	Wattle, Removal	LF	930.00		930.00	\$ 0.50	\$ 465.00		\$ -	930.00	0.00%
9.07	Stormwater Pollution Prevention Plan (SWPP) Preparation	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00	1.00	\$ 2,800.00	-	100.00%
9.08	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00		1.00	\$ 4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	-	100.00%
11.01	Mobilization	LS	1.00		1.00	\$ 19,575.00	\$ 19,575.00	1.00	\$ 19,575.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00	1.00	\$ 2,800.00	-	100.00%
11.03	Removal & Salvage Sign To Owner	EA	4.00		4.00	\$ 700.00	\$ 2,800.00		\$ -	4.00	0.00%
11.04	Removal, Salvage & Reinstallation of Mailbox	EA	1.00		1.00	\$ 700.00	\$ 700.00		\$ -	1.00	0.00%
	CHANGE ORDER #1										
GO 1.1	Linestop	EA		3.00	3.00	\$ 10,992.00	\$ 32,976.00	3.00	\$ 32,976.00	3.00	100.00%
	CHANGE ORDER #3										
GO 3.1	Labor	LS		1.00	1.00	\$ 1,633.50	\$ 1,633.50	1.00	\$ 1,633.50	1.00	100.00%
	STORED MATERIALS										0.00%
	Water Main and Fittings	LS		1.00	1.00	\$ 88,700.45	\$ 88,700.45	1.00			100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 624,028.50

\$ 580,423.95

93.01%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 26, 2022	\$ 249,022.94
2	August 23, 2022	\$ 137,848.11
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 386,871.05

Record of Change Orders

No.	Date	Amount
1	July 26, 2022	\$ 6,336.00
2	August 23, 2022	\$ 1,633.50
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 7,969.50

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2022
Original Contract Time:	70.00
Added by Change Order:	3.00
Contract Time to Date:	73.00
Time Used to Date:	56.00
Contract Time Remaining:	17.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

Page 1 of 2 PagesTO: City of Grimes, IA
(G.C)PROJECT: 402 SE 6th Street
Grimes, IA

APPLICATION NO.: 1

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 8/31/22

FROM: Cogley LLC DBA Blue Sky Cleaning Services
(SubContractor) 1615 E Madison Ave
Des Moines, Iowa 50313

ARCHITECT

ARCHITECT'S
PROJECT NO.:

CONTRACT FOR: Demolition

Contract Date: 6/14/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$69,790.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$69,790.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$50,000.00
5. RETAINAGE:	
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$0.00
b. <u>5</u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total of Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$50,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$50,000.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$19,790.00

PO 2023349
Created by BCS
365-430-6490

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

CONTRACTOR: Cogley, LLC DBA Blue Sky Cleaning Services

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

General Contractor

By: _____ Date: _____

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	

CONTINUATION SHEET

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

APPLICATION NUMBER: 1

APPLICATION DATE: 8/19/2022

PERIOD TO: 8/31/2022

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F.1	F.2	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	MATERIALS PRESENTLY STORED OFF SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 0%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
Demolition										
	General Conditions						\$0.00	0.00%	\$0.00	\$0.00
	- materials						\$0.00	0.00%	\$0.00	\$0.00
	equipment						\$0.00	0.00%	\$0.00	\$0.00
	labor	\$69,790.00		\$50,000.00			\$50,000.00	71.64%	\$19,790.00	\$0.00
	- materials						\$0.00	0.00%	\$0.00	\$0.00
	equipment						\$0.00	0.00%	\$0.00	\$0.00
	labor						\$0.00	0.00%	\$0.00	\$0.00
	- materials						\$0.00	0.00%	\$0.00	\$0.00
	equipment						\$0.00	0.00%	\$0.00	\$0.00
	labor						\$0.00	0.00%	\$0.00	\$0.00
	- materials						\$0.00	0.00%	\$0.00	\$0.00
	equipment						\$0.00	0.00%	\$0.00	\$0.00
	labor						\$0.00	0.00%	\$0.00	\$0.00
	- materials						\$0.00	0.00%	\$0.00	\$0.00
	equipment						\$0.00	0.00%	\$0.00	\$0.00
	labor						\$0.00	0.00%	\$0.00	\$0.00
	- materials						\$0.00	0.00%	\$0.00	\$0.00
	equipment						\$0.00	0.00%	\$0.00	\$0.00
	labor						\$0.00	0.00%	\$0.00	\$0.00
		\$69,790.00	\$0.00	\$50,000.00	\$0.00		\$50,000.00	71.64%	\$19,790.00	\$0.00



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: Design and Construct Grimes Existing Basins Enhancements – Nilles Associates, Inc. Professional Services Agreement Amendment for additional engineering services.

SYNOPSIS: The City of Grimes has identified the need to extend the engineering services of Nilles Associates, Inc. to continue to provide vegetation management planning and administration to 6 existing storm water basins. This will extend the existing agreement for vegetation management and planning services through the end of December 2023.

FISCAL IMPACT: The total fee proposed for the additional engineering services is for 6 quarters at a cost of \$2,500 per quarter for a total of \$15,000.

The funding source for this work will be out of storm water.

PREVIOUS COUNCIL ACTION(S): Approval of PSA and Amendment 1 with Nilles Associates, Inc.

BOARD/COMMISSION ACTION(S):

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: September 13, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: July 14, 2020

Owner: City of Grimes, IA

Engineer: Nilles Associates, Inc.

Project: Design and Construct Grimes Existing Basins Enhancements.

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

See Exhibit A2.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Grimes, IA

ENGINEER: Nilles Associates, Inc.

By: _____
Print
name: Scott Mikkelsen

By: 
Print
name: John Nilles

Title: Mayor

Title: Pres.

Date Signed: September 13, 2022

Date Signed: September 13, 2022

This is **EXHIBIT A2**, consisting of 1 page, referred to in and part of **Amendment No. 2 to Owner-Engineer Agreement** dated July 14, 2020.

Engineer's Services

Exhibit A of the Agreement is amended to include the following:

PART 1 – BASIC SERVICES

Engineer shall perform the following Additional Services:

A1.01 *Professional Services to Improve Vegetation in Six Existing Storm Water Basins ("Project"): (1) NW Brookside Swales, (2) Autumn Park Basin, (3) Gabus Pond, (4) NE Little Beaver Drive Basin, (5) NW 8th Street Basin, and (6) NW Autumn Court Basin. Consultant shall perform*

A. Additional Services:

1. Perform vegetation management planning and administration services. Item shall include minimum one (1) site visit, one (1) report, and (1) payment application by a landscape architect per quarter for the duration of the vegetation maintenance contract ending October 31, 2023. Extends project by 6 quarters.

Quarterly Fee of \$2,500 for 6 quarters = \$15,000

B. Summary of original agreement and amendments:

- a. Original agreement commenced July 14, 2020 and ended November 2021.
 - 1) Included initial consultation and plan development (\$4,600), one set of drawings to improve basins (\$3,800), and vegetation management planning and administration services for 8 quarters at \$1,750 per quarter (\$14,000). **Total = \$22,400.**
- b. Amendment 1 in June 8, 2021 extended the agreement through end of June 2022.
 - 1) Included providing 3 new exhibits and coordinating change order to add 3 new basins to project (\$3,040), and vegetation management and planning services additional fee per quarter for 5 quarters at \$750 per quarter (\$3,750). **Total = \$6,790.**
- c. Amendment 2 extends the agreement through end of December 2023.
 - 1) Includes vegetation management and planning services for 6 quarters at \$2,500 per quarter. **Total = \$15,000.**

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services in addition to those set forth above. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Section 2.03 of this Agreement.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: SE Trail Ridge Road Reconstruction – MSA Professional Services, Inc. Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for engineering services to design a street reconstruction project along SE Trail Ridge Road. The area included in the limits of this project are SE Trail Ridge Road from SE 6th St. to SE 3rd St., then following SE 3rd St. to the intersection of SE 3rd St. and SE Little Beaver Dr., and adjacent side streets disturbed during the recent water main replacement project. The contractor for the water main project has substantially completed most of the work for that project and should have everything wrapped up at this point. This project will also address citizen concerns with the wide intersections at SE Trail Ridge Rd. & SE 3rd St. and SE 3rd St. & SE Little Beaver Dr. by road realignment and reduction of pavement. The street reconstruction project will be scheduled for bidding in December, award in January and construction during the early part of the 2023 construction season.

The staff selected MSA Professional Services because of their background in roadway and drainage design and their performance on the SE Jacob Street Reconstruction and Storm Sewer project. They also have a great deal of familiarity of this project area due to the SE Trail Ridge Road Water Main project, which they designed and provided some of the construction engineering services.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$96,000 based off hourly rates and fixed expenses.

The funding source for this work will be from the line item for this project in the current CIP.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.09-2022

WHEREAS, the City of Grimes (Grimes) needs to reconstruct the street surfacing and improve drainage on existing residential streets in poor condition; and,

WHEREAS, the engineering firm of MSA Professional Services, Inc. (Engineers), has substantial experience in roadway and drainage design, and is qualified to provide Mapping & Existing Utility Review, Preliminary Design, Final Design, Bidding Assistance and Project Administration; and,

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 street replacement and drainage design;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 13th day of September 2022, and approved by the Mayor on the 13th day of September, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

SE TRAIL RIDGE ROAD RECONSTRUCTION

This Agreement is made and entered into this 13 day of September, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and MSA Professional Services, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 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. <u>Mapping & Existing Utility Review</u>	<u>\$3,600.00</u>
b. <u>Preliminary Design Phase</u>	<u>\$51,500.00</u>
c. <u>Final Design Phase</u>	<u>\$23,500.00</u>
d. <u>Neighborhood Meeting</u>	<u>\$2,100.00</u>
e. <u>Bidding Phase</u>	<u>\$4,200.00</u>
f. <u>Project Administration</u>	<u>\$11,100.00</u>

<u>Total</u>	<u>\$96,000.00</u>
--------------	--------------------

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 licensed 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 licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.

G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

Name: City of Grimes
Attn: Matt Ahrens, P.E.
Title: City Engineer
Address: 410 SE Main Street, #102
City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: MSA Professional Services, Inc.
Attn: Jacob Huck, P.E.
Title: Regional Public Works Manager
Address: 1555 SE Delaware Ave., Suite F
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: Jacob Huck, P.E.

Title: Regional Public Works Manager

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

Name: _____

Title: _____

Attachment 1 - Scope of Services
SE Trail Ridge Rd. Reconstruction
Design & Bidding Services

Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (ENGINEER) proposes to provide design & bidding phase services for the City of Grimes, Iowa (OWNER), of the following:

SE Trail Ridge Rd. Reconstruction Design and Bidding Services Project Description

1. Design approximately 1,900 LF of 25' wide (estimated) roadway reconstruction along:
 - a. SE Trail Ridge Road from SE 6th Street to SE 3rd Street
 - i. Pavement shall begin at the end of SE Jacob Street Reconstruction Project limits
 - ii. Pavement shall end at the end of the sidewalk on the north side of the SE Trail Ridge Road and SE 3rd Street intersection
 - b. SE 3rd Street from SE Trail Ridge Road to SE Little Beaver Drive
 - i. Pavement shall terminate at the south returns of SE 2nd Street and SE Little Beaver Drive
 - c. The intersections include:
 - i. SE Trail Ridge Rd. and SE 6th St.
 - ii. SE Trail Ridge Rd. and SE 5th St.
 - iii. SE Trail Ridge Rd. and SE 4th St.
 - iv. SE Trail Ridge Rd. and SE 3rd St.
 - v. SE 3rd St. and SE Little Beaver Drive
 - d. Roadway cross section:
 - i. The urban roadway is assumed to be 25' wide back to back with standard curb (to match existing roadway width).
 - ii. Roadway shall consist of P.C. concrete or HMA with P.C. concrete curb & gutter.
 1. Engineer shall prepare cost estimates for both options for the preliminary plans and the Owner shall determine the option to proceed with for the final plan preparation.
 - iii. Roadway base shall be as follows*:
 1. 6" granular base
 2. 6" subgrade preparation

*These depths may be re-evaluated if the City chooses to proceed with the HMA pavement section after preliminary plans.
2. Additional stormwater intakes shall be installed as necessary to meet spread requirements, if required. Refer to Preliminary Design Phase Section 2.a.iii for description of stormwater tasks.
3. Design of sanitary sewer spot repairs within project limits.

The purpose of this project is to reconstruct the pavement and review and update the storm sewer along the corridor. SUDAS Design Standards and Specifications shall be implemented, including current City of Grimes Supplemental Specifications.

In association with completion of the above project, the following assumptions are applicable:
Project Manager and Project Engineer

The ENGINEER shall assign Nichole Sungren, P.E. as the Project Manager and Andrew Inhelder, P.E. as the Project Engineer for the project. ENGINEER shall not modify said assignments without OWNER consent.

Attachment 1 - Scope of Services
SE Trail Ridge Rd. Reconstruction
Design & Bidding Services

DESIGN PHASE SERVICES

1. *MAPPING & EXISTING UTILITY REVIEW* \$3,600.00
 - a. ENGINEER shall review the location of utilities within the existing right-of-way for the project. As-built documentation from the Trail Ridge Road Water Main shall be incorporated into the basemap for the project.
 - b. ENGINEER shall review the condition of sanitary manholes along the project limits and recommend manhole replacements necessary.
 - i. Televising to be provided by OWNER.
 - ii. Spot repair locations will be recommended by OWNER and designed by ENGINEER.
 - iii. ENGINEER shall recommend manhole replacements to OWNER for approval prior to design.
 - iv. Includes one (1) site visit to review manhole conditions.
 - c. Field Evaluation of Curb and Gutter
 - i. Engineer and City staff shall visit the project site to review the condition of the existing curb along SE Trail Ridge Road.
 - ii. Includes one (1) site visit to evaluate curb and gutter condition.
 - iii. Engineer and City staff shall determine if any of the existing curb can be preserved.
 - iv. Engineer shall mark any damaged areas of curb that will need to be removed and replaced with the project, if required.
 1. If it is determined that portions of the curb are to be preserved, the Engineer's surveyor will return to the site to record the curb removal limits for the Engineer's design.
 - a. This survey work will be considered Additional Services.
2. *PRELIMINARY DESIGN PHASE* \$51,500.00
 - a. Design-Street/Utility
 - i. Sanitary Sewer Spot Repair Design
 1. Develop horizontal and vertical alignments for sanitary sewer where spot repairs are necessary.
 2. It is assumed that no more than three (3) spot repairs are necessary.
 - ii. Roadway Design
 1. Develop horizontal and vertical alignments for roadway, curb, and gutter. Provide pavement design, typical section, cross sections, and construction details.
 2. Driveways
 - a. Replace driveway aprons to back of existing sidewalks or right-of-way limits
 - iii. Stormsewer Design
 1. Determine existing storm sewer inlet and discharge locations.
 2. Determine storm water spread at existing intakes.
 3. Determine if any additional storm sewer intakes or piping can be added to the project area. Develop routing and sizing for storm sewer, if applicable. Show surface water drainage and provide storm water management plan.

Attachment 1 - Scope of Services
SE Trail Ridge Rd. Reconstruction
Design & Bidding Services

- iv. Conceptual Intersection Design
 - 1. Engineer will provide conceptual layout for intersections, identified in Project Description, Paragraph 1C.
 - 2. Due to the nature of the intersection layouts, Engineer will provide conceptual layouts based on the deviation from a standard intersection layout. The following are a, b, c) Type of Intersection i) Number of concepts that will be provided for each intersection ii) Intersection name(s):
 - a. Standard Intersection
 - i. Zero Concept (0) provided for each intersection listed in a.ii.
 - ii. Intersection Name
 - 1. SE Trail Ridge Rd. and SE 6th St.
 - b. Shift tie-in alignment Intersections
 - i. One Concept (1) provided for each intersection listed in b.ii.
 - ii. Intersection Names
 - 1. SE Trail Ridge Rd. and SE 5th St.
 - 2. SE Trail Ridge Rd. and SE 4th St.
 - c. Complete reconfiguration Intersection
 - i. Two Concepts (2) provided for each intersection listed in c.ii.
 - ii. Intersection Names
 - 1. SE Trail Ridge Rd. and SE 3rd St
 - 2. SE 3rd St. and SE Little Beaver Drive
 - 3. Owner shall review and choose the preferred intersection option for each intersection to move forward with prior to final design.
 - v. ADA Ramp Design
 - 1. Engineer will review existing ADA ramp crossings for access management and will review with City staff.
 - 2. Engineer will eliminate any crossings that are not needed or are not ADA compliant after review with the City.
 - 3. Engineer will provide design for ADA ramps along the corridor.
 - b. Coordination with franchise utility companies within project site
 - c. Conduct an internal QA/QC review of plan set.
 - d. Develop Preliminary Design Phase opinion of probable costs
 - i. Two opinions of probable cost will be created:
 - 1. HMA roadway with PCC curb and gutter section.
 - 2. PCC roadway with PCC curb and gutter section.
 - ii. These cost estimates will be reviewed by the Owner for determination of the final typical cross section used moving forward with the design
 - e. ENGINEER shall provide a preliminary design phase (50% complete) plan set to the OWNER for review and comment.
 - f. No subsurface investigations will be performed as a part of this project, unless added by amendment.
3. *FINAL DESIGN PHASE* \$23,500.00
 - a. Plan set revisions per comments from preliminary set comments from OWNER.
 - i. This shall include the typical cross section (PCC vs. HMA) as determined by the OWNER
 - 1. No final design changes will be started until the OWNER has selected the final pavement type
 - b. ENGINEER shall finalize ADA ramp design
 - c. ENGINEER shall develop an Erosion Control Plan and SWPPP plan sheets. The Contractor, after the project award, shall be required to file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2. The Contractor shall pay the associated publication and NPDES permit fees and this will be included as a part of the project bid items.

Attachment 1 - Scope of Services
SE Trail Ridge Rd. Reconstruction
Design & Bidding Services

- d. Prepare Plans and Specifications, including OWNER provided standard front ends.
 - e. Refine opinion of probable cost for check plan phase.
 - f. Perform QA/QC review of check plan set.
 - g. ENGINEER shall provide a check plan set (90% Complete) to the OWNER for review and comment.
 - h. Refine Opinion of Probable Cost based upon Completed Plans and Specifications.
 - i. Perform QA/QC review of final plan set.
 - j. ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
 - k. Provide OWNER with final PDF of final plans and specifications.
 - l. Provide OWNER with (3) 11x17 paper copies of final plans and (3) paper copies of the specifications.
4. NEIGHBORHOOD MEETING \$2,100.00
- a. Attendance of meeting by two (2) MSA employees.
 - b. Preparation of meeting exhibits and plans.
 - c. Travel to and from meeting.
5. BIDDING PHASE \$4,200.00
- a. Printing of bidding Documents (up to 10 sets of plans and Project Manual)
 - b. Uploading plans and Project Manual to QuestCDN for bidding purposes from final PDF.
 - c. Assist OWNER with Bidding Documents distribution, as necessary
 - d. Email Notice to Bidders to the Owner's preferred bidders list
 - e. Respond to Contractor questions during bidding process
 - f. Attend Bid Opening
 - g. Tabulate Bids and distribute to OWNER
 - h. Assist the OWNER in Evaluating bidders and make a recommendation for award
 - i. Preparation of construction contracts, distribute signed contracts, bonds to Contractor
 - j. Review completed contract, bonds, and insurance and issue Notice to Proceed
6. PROJECT ADMINISTRATION \$11,100.00
- a. Project Administration Tasks
 - i. Perform internal quality review to assure compliance with OWNER's intent.
 - ii. Coordinate internal Staff to assure compliance with OWNER's intent.
 - iii. Monitor project schedule and scope.
 - iv. Prepare Project Correspondence.
 - v. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.
 - b. Project Design Meetings
 - i. Attend meetings with City Staff during the project. Unless otherwise noted, all meetings will take virtually via Skype, Zoom, or similar venue.
 - ii. Project Kickoff and Scoping Meeting with City Staff
 - 1. Virtual Meeting (Teams)
 - iii. Preliminary Plan Review Meeting with City Staff at Preliminary Plan (50%) completion.
 - 1. Virtual Meeting (Teams)
 - iv. Final Plan Review Meeting with City Staff at Final Plan (100%) completion
 - 1. Virtual Meeting (Teams)

Attachment 1 - Scope of Services
SE Trail Ridge Rd. Reconstruction
Design & Bidding Services

Additional Services:

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Additional Meetings
 - a. Attendance at any such meetings that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.
2. Additional Intersection Concepts
 - a. Any additional intersection concepts greater in number or not specifically listed under the Preliminary Design Phase shall be considered above and beyond the scope of services as identified herein.
3. Survey of Curb Removal Limits
 - a. The Engineer's surveyor will mark the removal limits of the curb as determined at the field evaluation by the Engineer and the City staff, only if required and if the removals are not the entire length of the project. This item is considered an additional service unless requested by the City.
4. Easements and Land Acquisition Services
 - a. It has been assumed under this agreement that no services are required in association with temporary and permanent easements or fee title land acquisition in relation to the construction identified. As such, any work in relation to temporary or permanent easements or fee title land acquisition shall be considered out of scope of this agreement.
5. Construction Related Services
 - a. Will be completed by Amendment to this agreement following award of the construction contract. Amendment will include construction administration, observation, staking and as-built drawings. Additional public engagement, including project construction updates, will be included as a part of this amendment.
6. Additional Permits
 - a. Any permits that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.
7. Geotechnical Services
8. Environmental Services including wetland investigations, floodplain delineations, archeological investigation or historical evaluations.
9. The Contractor, after the project award, shall be required to file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2. The Contractor shall pay the associated publication and NPDES permit fees and this will be included as a part of the project bid items
10. Permit fee payment on behalf of the OWNER.
11. Permitting associated with modifications to floodplain and stormwater flow.

Attachment 1 - Scope of Services
SE Trail Ridge Rd. Reconstruction
Design & Bidding Services

12. Additional intersection concepts. Changes to intersection layout after final design has commenced. Any additional concepts or changes after final design begins will be considered additional services.

Project Deliverables:

- Conceptual Intersection Layouts
- Preliminary Plans & Opinion of Probable Cost (50%)
- Check Plans & Opinion of Probable Cost (90%)
- Final Plans, Opinion of Probable Cost, and Specifications (100%)
 - (3) 11x17 paper copies of final plans and (3) paper copies of the specifications
 - CAD file of final design for City records
 - GPS points of survey points

Owner's Responsibilities:

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide televising of sanitary sewer to MSA along with recommendations for spot repair locations.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will provide timely response to questions in order to meet deadlines for agreed upon construction schedule
- Owner will pay MSA as follows:

Fee Summary:

The Owner will compensate MSA for the Scope of Services listed above as follows:

Total Design Services (Hourly Not to Exceed)	\$96,000.00
---	--------------------

Attachment 2 – Project Schedule

PROJECT SCHEDULE**SE Trail Ridge Rd. Reconstruction**

The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

Project Task	Start	End
Project Authorization from City	09/13/22	N/A
Preliminary Plan Preparation	09/19/22	10/14/22
Preliminary Plan Submittal	10/14/22	N/A
City Preliminary Plan Review	10/17/22	10/28/22
Check Plan Preparation	10/31/22	11/18/22
Check Plan Submittal	11/18/22	N/A
City Check Plan Review	11/21/22	12/02/22
Final Plan Preparation	12/05/22	12/12/22
Final Plan Submittal	12/12/22	N/A
Submit Notice to Bidders and Notice of Public Hearing to City	12/02/22	N/A
City Final Plan Review	12/12/22	12/16/22
Final Plans to Clerk for January 17th Letting	12/12/22	N/A
Set Bid Date and Public Hearing Date	12/13/22	N/A
Post Notice to Bidders and Notice of Public Hearing to Iowa League & MBI	12/16/22	N/A
Publish Notice to Bidders and Notice of Public Hearing in Local Newspaper	01/12/23	N/A
Bid Letting	01/17/23	N/A
Award of Contract	01/24/23	N/A
Project Construction	Spring/Summer 2023	Fall 2023

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

ATTACHMENT 3: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative.....	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 80 – \$170/hr.
Housing Administration.....	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators.....	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners.....	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems.....	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals.....	\$120 – \$130/hr.
Staff Engineers.....	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment.....	\$30/hour
Laser Level.....	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement.....	IRS Rate
Mileage – MSA Vehicle.....	\$0.70 mile
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight.....	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

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.



PROJECT DATE:	DESIGNED BY:	CHECKED BY:	DATE:	SCALE:	BY:	REVISION:	DATE:
01/15/2023	JAN	MEG	01/15/2023	1"=100'	MSA	FINAL PLANS	01/15/2023
PROJECT DATE: 01/15/2023 12:30 PM, C:\Users\jacobr\OneDrive\Documents\PROJECTS\SE TRAIL RIDGE RD WATER MAIN\PROJECT.DWG							

ENGINEERING | ARCHITECTURE | SURVEYING
 PROJECT PLANNING | ENVIRONMENTAL
 10000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 (954) 964-1500 www.msa-ps.com
 se@msa-ps.com



SE TRAIL RIDGE ROAD WATER MAIN
 CITY OF GRIMES
 POLK COUNTY, IA

PROJECT OVERVIEW

PROJECT NO.
09410011
SHEET
A.03



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: West Area Trunk Sewer Conceptual Study – Veenstra & Kimm, Inc. Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for an engineering firm to provide a preliminary conceptual study to evaluate the future sanitary trunk sewer to serve the western expansion area of the city and evaluate the impact of the proposed impoundment of stormwater runoff located north of 250th St. and west of V Ave. in relation to said trunk sewer. The study will develop a concept plan for the alignment and profile of the future trunk sewer that would ensure the impoundment does not prevent the city from providing sewer services to this future growth area and to ensure the downstream portions of the trunk sewer can be designed in a manner that would not be affected by the impoundment of stormwater.

Veenstra & Kimm, Inc. has been working with the City of Grimes on a couple different projects related to the wastewater systems including the design and construction engineering services for the WRA Connector Contracts 1 thru 4. They also were the engineering firm that completed the study that evaluated the options for the City of Grimes' connection to the WRA.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$7,700 based off hourly rates and fixed expenses.

The funding source for this work will be from the Development Services engineering budget line item.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.09-2122

WHEREAS, the City of Grimes (Grimes) needs to evaluate the impact of the proposed impoundment of stormwater runoff located north of 250th St. and west of V Ave. in relation to the future City of Grimes sanitary trunk sewer serving the western expansion areas of the city; and,

WHEREAS, the engineering firm of Veenstra & Kimm, Inc. (Engineer), has substantial experience in the study of sanitary sewer collection and conveyance systems, and is qualified to provide a report and evaluation of the future City of Grimes trunk sewer impacted by said proposed stormwater impoundment; and,

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 trunk sewer conceptual study;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the 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 13th day of September, 2022, and approved by the Mayor on the 13th day of September, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

WEST AREA TRUNK SEWER CONCEPTUAL STUDY

This Agreement is made and entered into this 13th day of September 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Veenstra & Kimm, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 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. Conceptual Study	\$7,700.00
Total	\$7,700.00

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:

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: Veenstra & Kimm, Inc.
Attn: H. R. Veenstra Jr.
Title: Chair, Board of Directors
Address: 3000 Westown Parkway
City, State: West Des Moines, IA 50266

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

CITY OF GRIMES

BY:  _____

Name: H. R. Veenstra Jr.

Title: Chair, Board of Directors

BY: _____

Scott Mikkelsen, Mayor

ATTEST

Name: _____

Title: _____

ATTACHMENT 1 – SCOPE OF SERVICES

PROJECT OBJECTIVE

The objective of the West Trunk Sewer Conceptual Study is to undertake preliminary conceptual work to evaluate the future trunk sewer to serve western areas of the City of Grimes and to evaluate the impact of the proposed impoundment located north of 250th Street and west of V Avenue on the future trunk sewer. The City's long term growth area anticipates growth westerly into an area that would be served by a south flowing trunk sewer that would extend south of Meadow Drive through areas of the Urbandale Sanitary Sewer District to connect to the WRA Grimes Connector. While construction of this sewer is not anticipated in the near term, the construction of the proposed impoundment along the corridor of one of the major branches of the future trunk sewer will affect the design of the future trunk sewer to serve the westerly expansion areas. The intent of this study is to develop a concept plan for the alignment and profile of the trunk sewer that would ensure the impoundment does not prevent the City from sewerage portions of its future growth area and to ensure the downstream portions of the trunk can be designed in a manner that would not be adversely impacted by the impoundment.

SCOPE OF SERVICES

The Scope of Services in the conceptual study will consist of a series of work tasks that will include, but not necessarily be limited to, the following:

1. Review the service area that would be tributary to the future trunk sewer serving the western growth areas of the City of Grimes.
2. Develop projections of future flows and required trunk sewer capacity at key locations along the trunk sewer.
3. Based on available Lidar data develop a preliminary profile of the trunk sewer and its major branches.
4. Based on the anticipated location of the future impoundment north of 250th Street and west of V Avenue evaluate alternatives for construction of the trunk sewer along either the northerly or southerly side of the impoundment using alternatives intended to provide service to both the adjoining and upstream areas.
5. Select a conceptual design for the trunk sewer adjacent to the proposed impoundment.
6. Evaluate the impact of the design constraints of the trunk sewer adjacent to the proposed impoundment on the downstream trunk sewer and refine the trunk sewer concept to be compatible with the concept for the trunk sewer adjacent to the impoundment.
7. Based on the evaluation, develop a concept plan for the future trunk sewer including a conceptual profile, size and location.

8. Present the results of the west trunk sewer conceptual study in a letter report with appropriate graphics.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the scope of services under this Agreement shall be as follows:

1. The elements of the conceptual study shall be completed on a mutually agreed schedule.

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
2022 - 2023

Management I.....	\$199.00
Management II.....	193.00
Process Engineer I.....	215.00
Client Services I	193.00
Client Services II.....	125.00
Client Services III.....	100.00
Client Services IV.....	85.00
Client Services V	75.00
IT I	165.00
IT II	110.00
IT III.....	75.00
Funding Specialist I.....	118.00
Funding Specialist II	99.00
Engineer I-A.....	199.00
Engineer I-B.....	189.00
Engineer I-C.....	179.00
Engineer I-D	171.00
Engineer II-A.....	163.00
Engineer II-B.....	153.00
Engineer III-A.....	144.00
Engineer III-B.....	137.00
Engineer III-C.....	134.00
Engineer IV.....	129.00
Engineer V	121.00
Engineer VI.....	113.00
Engineer VII	108.00
Engineer VIII	105.00
Engineer IX	97.00
Engineer X	90.00
Engineer XI	82.00
Engineer XII	73.00
Design Technician I.....	115.00
Design Technician II	103.00
Design Technician III.....	90.00
Architect I.....	165.00
Architect II.....	145.00
Architect III.....	122.00
Planner I	126.00
Planner II	83.00
Planner III	77.00
Drafter IA.....	114.00
Drafter IB.....	107.00
Drafter II	100.00
Drafter III	95.00
Drafter IV.....	85.00
Drafter V.....	75.00
Drafter VI.....	68.00
Drafter VII.....	61.00
Clerical I.....	85.00
Clerical II.....	76.00

Clerical III	65.00
Clerical IV	57.00
Clerical V	49.00
Construction Engineer I	199.00
Construction Engineer II	121.00
Construction Engineer III	108.00
Construction Engineer IV	92.00
Surveyor I	138.00
Surveyor II	120.00
Technician I	101.00
Technician II	92.00
Technician III	84.00
Technician IV	81.00
Technician V	76.00
Technician VI	70.00
Technician VII	58.00
Technician VIII	51.00
Technician IX	43.00
Building Inspector I	190.00
Building Inspector I-A	129.00
Building Inspector II	101.00
Building Inspector III	80.00
Accounting I	165.00
Accounting II	125.00
Accounting III	110.00
Accounting IV	85.00
Accounting V	75.00

REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics	35.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.



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

AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING:

Resolution Vacating ROW to HD LLC

SYNOPSIS:

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

In this particular case, the City identified certain excess ROW that could be incorporated into the HD LLC property. The ROW was originally dedicated from the HD LLC property as part of a development plat. Certain portions of the ROW are no longer needed, and the developer has agreed to exchange the ROW for the Easements needed for the ROW.

A development agreement and purchase agreement have been drafted and reviewed by the property owner. The City and Developer have agreed that the exchange of easements for excess ROW are equitable and satisfy the requirement to dispose at fair market value. The purchase agreement and development agreement are included your packet for consideration.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION GRANTING AUTHORITY TO MAYOR TO ENTER INTO DEVELOPMENT
AND PURCHASE AGREEMENT WITH HD, LLC

Grimes Resolution No. 09-1022

WHEREAS, the City of Grimes (CITY) is the owner of the road right of way located in Peitzman's Subdivision, and this ownership interest has been abandoned by notice, hearing and city council vote as required for public legal ownership interests under Iowa law at the August 23, 2022 meeting of the Grimes City Council; and

WHEREAS, the conveyance of this road right of way to HD, LLC (HD) is part of a Purchase Agreement and Development Agreement with HD, which are attached to this Resolution; and

WHEREAS, the Development Agreement and Purchase Agreement are in the best interests of the CITY;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the attached Purchase and Development Agreements with HD, and to execute any other real estate closing documents necessary to finalize and conveyance or acceptance of legal property ownership by Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ the ___ day of _____, 2022, and approved this _____ day of _____, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the CITY OF GRIMES, IOWA, a municipal corporation (the "City") and HD L.L.C., an Iowa limited liability company (referred to herein as "Developer"):

RECITALS

- A. Developer owns approximately 92.1 acres of real property intended to be subdivided and developed within the corporate limits of the City, which is legally described on Exhibit A, attached hereto (the "Developer's Property");
- B. In connection with the intended subdivision of Developer's Property, the City will require the dedication of a portion of the Developer's Property for parkland purposes.
- C. The City is the fee title owner to a tract of land of undeveloped road right of way, which lies adjacent to Developer's Property, as defined below. Said tract of land is more particularly described on Exhibit B, attached hereto (the "ROW Property").
- D. Developer and the City wish to set forth their respective agreements with respect to the conditions and restrictions which will arise with respect to the Developer's Property as a result of such development.

NOW, THEREFORE, in consideration of the Developer's Property, ROW Property, the promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between Developer and the City as follows:

- 1. Recitals. The foregoing Recitals are fully incorporated herein as if restated in their entirety.
- 2. Development Plan. The Developer has submitted a Development Plan. A copy of the Development Plan is attached hereto as Exhibit C. The Developer agrees that the development of the Developer's Property shall be generally consistent with the Development Plan and shall satisfy the requirements set forth herein.
- 3. Site Improvements/Requirements. Developer agrees that certain site improvements are required as part of the development of the Developer's Property, and that Developer is responsible for payment of any costs associated with the following improvements:
 - a. Parkland Dedication: The Developer agrees to dedicate parkland shown on the Exhibit C, totaling no more than 12.5 acres (the "Parkland Property"). The City acknowledges and agrees that the dedication of the Parkland Property will fully satisfy the parkland requirements for development of the entirety of Developer's Property.

4. Right of Way/Beaverbrooke Improvements. Upon mutual execution of this Agreement, the City shall initiate proceedings under Iowa Code Chapter 306 to vacate and dispose of the ROW Property, and convey to Developer in accordance with the Real Estate Purchase Agreement executed by the parties simultaneous herewith, for purposes of inclusion within a future subdivision plat of Developer's Property, at Developer's sole discretion.

The City acknowledges and agrees the Developer shall be responsible for no more than one-quarter (1/4) of the costs and expenses associated with any improvements made by the City to NE Beaverbrook Boulevard ("Cost Share"), and, furthermore, that any cost or expense shall be limited to the 1,320 feet of roadway length immediately adjacent to the Developer's Property ("Beaverbrooke Improvements"), and the location of the connection of NE Beaverbrooke Boulevard to Developer's Property shall be mutually agreeable to Developer and City. At the time the Developer's Property is developed, Developer shall obtain a bid for the costs associated with the Beaverbrooke Improvements from a local contractor acceptable to the City and Developer. Simultaneous with the City's formal acceptance of Developer's final plat, Developer shall pay the City its Cost Share of the Beaverbrooke Improvements in accordance with the contractor's bid. Once Developer's Cost Share is paid to the City, Developer shall be held harmless from any and all costs and expenses associated with the improvements to Beaverbrooke Boulevard, regardless of when the improvements are made and whether they are made by the City or other third party.

Notwithstanding the foregoing, in the event the final Beaverbrooke Improvements utilize less than 1,320 feet of roadway adjacent to Developer's Property, the City shall issue a pro-rata refund of the Developer's Cost Share within thirty (30) days of completion of the Beaverbrooke Improvements. For example, if the final Beaverbrooke Improvements utilize 400 feet of roadway adjacent to the Developer's Property and the Developer's Cost Share paid to the City was \$100,000.00, the City shall refund Developer \$69,552.00 ($\75.76×920 unused feet).

5. Detention Basin(s). The City shall permit the Developer (including its successors and assigns) to use the Parkland Property as detention for the development of Developer's Property.

Upon dedication of the Parkland Property, the City, at its sole cost and expense, shall be responsible for maintenance of the Parkland Property, including the detention basin(s) constructed thereon.

6. Utilities Installation. The City shall grant the Developer (including its successors and assigns) access to enter the Parkland Property for purposes of grading and utilities installation in accordance with development plans and construction drawings approved by the City. Developer agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Developer or its employees, agents or representatives in exercising this right of access.

7. Sewer Hookup Fees. The City acknowledges and agrees that the City will not require any additional or special sewer hookup charges from the Developer in connection with the future subdivision of the Developer's Property. This provision does not apply to standard permit tapping fees.
8. Creek Stabilization. The City acknowledges and agrees the Developer will not be required to construct or pay for any creek stabilization improvements made in connection with the development of Developer's Property. Any such improvements shall be made by the City, at the City's sole cost.
9. Bike Trail. The City acknowledges and agrees the Developer will not be required to install or pay for any bike trail improvements which may be desired or required by the City in connection with the development of Developer's Property. In the event the City elects to construct a bike trail, it must be constructed wholly within the Parkland Property and the City shall be responsible for all maintenance thereof.
10. Warranty of Title. Developer hereby warrants to the City that Developer is the fee simple owner of the Developer's Property and hereby covenants to defend Developer's title to the Developer's Property for purposes of this Agreement.
11. Binding. It is intended that this Agreement shall run with the land and shall inure to the benefit of and be binding on the City and Developer, and their respective successors and assigns.
12. Interpretation of Contract. This Agreement shall be construed in accordance with the laws of the State of Iowa, with venue to be in Polk County.
13. Effective. This Agreement will take effect on the date this Agreement has been approved by the Grimes City Council and signed by the Mayor.
14. Counterparts. This Agreement may be executed in two counterparts, each of which shall constitute one and the same instrument. A copy of this Agreement, including all Exhibits, shall be maintained in the office of the City Clerk of the City.
15. Severability. If any provision hereof is for any reason unenforceable by a court of law, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provisions had never been contained herein

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2022, 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 _____

DEVELOPER:

HD L.L.C., an Iowa limited liability
company

By: Hamid Feiz
Hamid Feiz, Manager

STATE OF Iowa)
) ss:
COUNTY OF Polk)

This record was acknowledged before me on this 8th day of September, 2022, by
Hamid Feiz, Manager of HD L.L.C.

Nancy J. Beechum
Notary Public in and for the
State of Iowa
My Commission expires 12/12/2024



Exhibit A

Developer's Property

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

And

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

And

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

Exhibit B

ROW Property

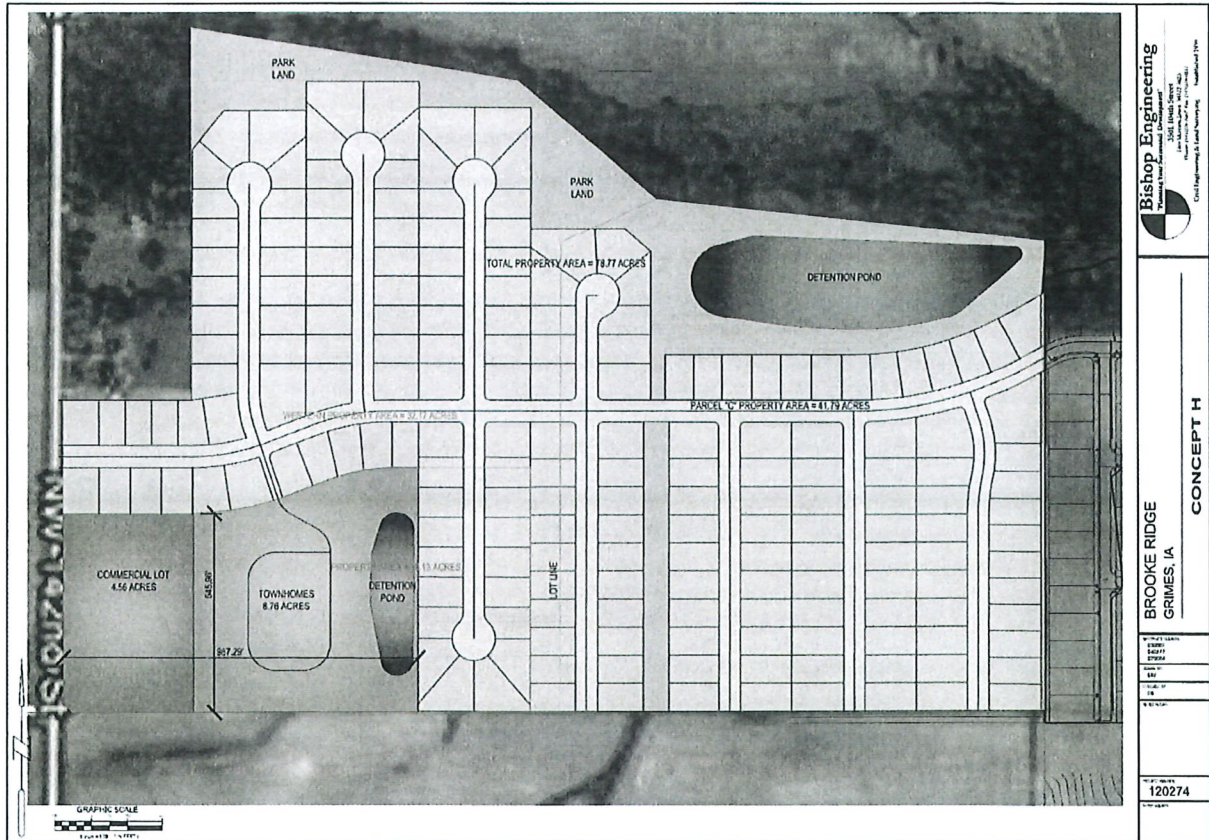
-EX S 16.5F- LT A LYG SLY OF WLY EXT S LN LT 3 PEITZMAN'S SUBDIV

And

S 16.5F LT A PEITZMAN'S SUBDIV

Exhibit C

Development Plan



REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is dated as of date last set forth below, by and between HD L.L.C., an Iowa limited liability company ("Developer"), and the City of Grimes, Iowa (the "City").

RECITALS

- A. Developer is the owner of a tract of land consisting of approximately 92.1 acres more particularly described on Exhibit A, attached hereto ("Developer's Property").
- B. The City desires to acquire certain temporary and permanent easement interests in a portion of Developer's Property, as more particularly described in this Agreement.
- C. The City is the fee title owner to a tract of land of undeveloped road right of way which lies adjacent to Developer's Property, as more particularly described on Exhibit E, attached hereto ("ROW Property").
- D. Developer desires to acquire the ROW Property under the terms and conditions set forth herein.

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

- 1. **PURCHASE OF EASEMENTS.** Developer agrees to convey to the City, and the City agrees to purchase, the following easement interests in Developer's Property (collectively, the "Easements"):
 - a. Perpetual easements, more particularly described on Exhibit B, attached hereto (the "Perpetual Easements").
 - b. Temporary easements, more particularly described on Exhibit C, attached hereto (the "Temporary Easements").
 - c. City and Developer agree that the fair market value of these Easements is \$63,000.00.
- 2. **PURCHASE OF ROW PROPERTY.** The City agrees to convey to the Developer, and the Developer agrees to purchase, the ROW Property. The City and Developer agree the fair market value of the ROW Property is \$54,000.00.
- 3. **CONSIDERATION.** The consideration for the Easements and the ROW Property shall be as follows:
 - a. In partial consideration for the Easements granted to the City as provided for herein, the City and Developer shall enter into the Development Agreement in the form attached hereto as Exhibit D, whereby the City agrees to assume certain obligations which may otherwise be the responsibility of the Developer as part of the development of Developer's Property. The Developer and the City agree that the value of the benefits to Developer contemplated by the Development Agreement is \$9,000.00.
 - b. As the remaining consideration for the Easements, the City will initiate proceedings under Iowa Code Chapter 306 to vacate and dispose of the ROW Property, and convey to Developer for \$1.00 and other good and valuable consideration. The Developer and the City agree the ROW Property is valued at \$54,000.00 for a total of 119,298 square feet, or approximately \$0.4526 per square foot.
 - c. It is the desire of the Developer and the City that, except as otherwise provided for herein, no cash

or other form of payment shall be exchanged by the parties; provided, however, in the event the City is unable, or fails, to convey the ROW Property to the Developer by December 31, 2022, or the Developer elects to reconvey any or all of the ROW Property to the City in accordance with subsection (e) below, the Developer will be paid by the City a cash sum which is due in satisfaction of subsection (b) above or subsection (e) below, whichever is applicable.

d. Developer acknowledges and agrees that the consideration described herein is sufficient consideration for the Easements for purposes of Iowa Code Chapters 6A and 6B.

e. It is hereby acknowledged by the City that Developer may not need any or all of the ROW Property for its development. In the event the Developer does not need the ROW Property for its development, or only needs a portion thereof, in Developer's sole and absolute discretion, Developer may reconvey any unused ROW Property to the City by Quit Claim Deed in exchange for cash payment ("ROW Reconveyance"). Any ROW Reconveyance shall be made by Developer no later than December 31, 2023. If Developer elects to reconvey all of the ROW Property to the City, the City shall pay a cash sum of \$54,000.00 to Developer simultaneous with the ROW Reconveyance. If Developer elects to reconvey only a portion of the ROW Property to the City, the City shall pay a cash sum equal to \$0.4526 x the number of square feet of ROW Property reconveyed to the City simultaneous with the ROW Reconveyance. Developer shall provide the City with twenty (20) days advance written notice of its election to reconvey any ROW Property pursuant to this subsection (e).

4. **REAL ESTATE TAXES.** There shall be no proration of real estate taxes. The Developer shall be responsible for all real estate taxes and special assessments accruing on the Developer's Property.
5. **RISK OF LOSS AND INSURANCE.** Intentionally omitted.
6. **POSSESSION AND CLOSING.** If Developer timely perform all obligations, possession of the City Property shall be delivered to Developer at Closing, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the the City's possession, if any, shall be made as of the date of possession. Closing shall occur on or before twenty (20) days after completion of Chapter 306 ROW vacation proceedings, or such other date as mutually agreed upon by the parties. If possession is given on a day other than Closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the parties' respective closing documents and receipt of any funds then due at closing from Developer or City under this Agreement.
7. **TENANTS.** Developer hereby warrants and represents that there are no tenants or third parties in possession of the Developer's Property, except farm tenant Matt Schaefer for the 2022 crop year. The City shall be responsible for negotiating compensation for any crop damage and construction access with Schaefer, which shall be paid in addition to the consideration set forth in Section 3. Developer shall not be responsible for negotiating crop damages or securing construction access necessary for the exercise of the easement rights contemplated in this Agreement
8. **CONDITION OF PROPERTY.** The Developer's Property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the Developer in its present condition until possession, ordinary wear and tear excepted.
9. **TITLE.** Developer warrants that it holds title to the Developer's property in fee, and agrees to coordinate with and provide to the City proof of release of any liens or encumbrances necessary to convey marketable title to the Perpetual Easements and Temporary Easements in a form acceptable to the City, in its sole discretion.
10. **SURVEY.** The City shall, at its own expense, cause Acquisition Plats to be prepared for the property interests to be acquired from the Developer, as contemplated in this Agreement.

11. SEPTIC AND ENVIRONMENTAL MATTERS.

- A. Developer warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes, or underground storage tanks located on the Developer's Property, and Developer has done nothing to contaminate the Developer's Property with hazardous wastes or substances. Developer warrants to the best of its knowledge and belief that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks.
- B. The City may at its expense, within twenty-one (21) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Developer's Property. In addition, the City may at its expense, within twenty-one (21) days after the date of acceptance, obtain the report from a qualified soil engineer regarding the suitability of the land for construction of buildings or permanent improvements to the land. Developer shall grant reasonable access for such inspections to occur, and land to be put back in its original condition, at City's sole cost and expense, if disturbed during testing or inspections.
- C. Developer warrants that it has not received any oral or written notice from any federal, state, or local authority, having jurisdiction over the Developer's Property, of any violations of applicable environmental law, ordinance, rule, regulation or orders affecting the Developer's Property. Developer shall immediately notify and deliver to the City a copy of any such notice or communication received by Developer on or before Closing. To the best of Developer's knowledge, there are no claims, actions or legal proceedings pending, and no threat thereof, nor any basis therefor, with respect to Developer or the Developer's Property, which would adversely affect the Developer's Property or Developer's ability to perform this Agreement.
- D. In the event any hazardous materials, substances, conditions or wastes are discovered on the Developer's Property, the City's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to the City. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by the Developer. In the event that the soil is determined by the City's engineer to not suitable for construction of buildings or other permanent improvements on the land, the City, at its option, may withdraw from this agreement at no cost to the City.

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

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

14. COVID-19. Intentionally omitted.

15. APPROVAL OF COURT. Intentionally omitted.

16. REMEDIES OF THE PARTIES.

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

B. If the City fails to timely perform this Agreement, Developer has the right to have all consideration returned to it, may forfeit it as provided in the Iowa Code (Chapter 656), and may enforce the Agreement through specific performance.

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

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

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

19. **GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

22. **ELECTRONIC SIGNATURES.** An electronic transmission or other facsimile of this document or any

related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

23. . ADDITIONAL PROVISIONS.

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

Developer:

City:

HD, LLC

City of Grimes, Iowa

By: _____

Hamid Feiz, Manager

By: _____

Scott Mikkelsen, Mayor

Address: P.O. Box 3784
Urbandale, Iowa 50323

Address: 101 NE Harvey Street
Grimes, Iowa 50111

Date Signed: 9/18/22

Date Signed: _____

Exhibit A

Legal Description – Developer's Property

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

And

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

And

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

Exhibit B
Perpetual Easements

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

OWNER/MAILING ADDRESS

HD LLC
POB 3784
URBANDALE, IA
50323-0784

PHYSICAL ADDRESS

N/A

PARCEL NO.

DISTRICT/PARCEL 311/00347-500-110
GEOPARCEL 8025-30-300-013

DISTRICT/PARCEL 311/00347-500-111
GEOPARCEL 8025-30-300-012

DISTRICT/PARCEL 311-00347-500-106
GEOPARCEL 8025-30-300-008

PERPETUAL SANITARY SEWER EASEMENT DESCRIPTION

A PART OF PARCELS 'H' & 'G' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15019, PAGE 56 AND A PART OF PARCEL 'C' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14454, PAGE 913, IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 'H'; THENCE NORTH 89°53'32" EAST ALONG THE SOUTH LINE OF SAID PARCEL 'H', 619.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°00'54" EAST, 22.72 FEET; THENCE NORTH 89°53'32" EAST, 955.75 FEET; THENCE NORTH 00°00'47" WEST, 971.96 FEET; THENCE NORTH 44°19'10" EAST, 536.55 FEET TO THE NORTH LINE OF SAID PARCEL 'C'; THENCE SOUTH 84°01'33" EAST ALONG SAID NORTH LINE, 38.25 FEET; THENCE SOUTH 44°19'10" WEST, 504.29 FEET; THENCE SOUTH 89°59'29" EAST, 575.85 FEET; THENCE NORTH 82°22'19" EAST, 145.63 FEET; THENCE NORTH 72°45'14" EAST, 124.93 FEET; THENCE NORTH 64°15'33" EAST, 238.71 FEET; THENCE SOUTH 00°14'09" WEST, 179.64 FEET; THENCE NORTH 68°44'51" EAST, 5.12 FEET TO THE EAST LINE OF SAID PARCEL 'C'; THENCE SOUTH 00°14'11" WEST ALONG SAID EAST LINE, 27.80 FEET; THENCE SOUTH 65°15'14" WEST, 27.32 FEET; THENCE NORTH 00°14'09" EAST, 184.91 FEET; THENCE SOUTH 64°15'33" WEST, 208.20 FEET; THENCE SOUTH 72°45'14" WEST, 128.10 FEET; THENCE SOUTH 82°22'19" WEST, 148.64 FEET; THENCE NORTH 89°59'29" WEST, 592.76 FEET; THENCE SOUTH 00°00'47" EAST, 982.98 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°53'32" WEST ALONG SAID SOUTH LINE, 1020.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.24 ACRES (97,696 SQUARE FEET).

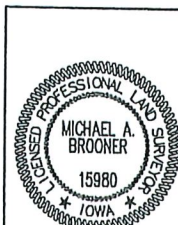
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

TEMPORARY CONSTRUCTION EASEMENT 'A' DESCRIPTION

A PART OF PARCELS 'H' & 'G' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15019, PAGE 56 AND A PART OF PARCEL 'C' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14454, PAGE 913, IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 'H'; THENCE SOUTH 89°53'32" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 693.15 FEET; THENCE NORTH 58°00'54" EAST, 89.00 FEET; THENCE NORTH 89°53'32" EAST, 902.40 FEET; THENCE NORTH 00°00'47" WEST, 929.82 FEET; THENCE NORTH 44°19'10" EAST, 550.34 FEET TO THE NORTH LINE OF SAID PARCEL 'C'; THENCE SOUTH 84°01'33" EAST ALONG SAID NORTH LINE, 89.25 FEET; THENCE SOUTH 44°19'10" WEST, 444.69 FEET; THENCE SOUTH 89°59'29" EAST, 508.18 FEET; THENCE NORTH 82°22'19" EAST, 139.59 FEET; THENCE NORTH 72°45'14" EAST, 118.59 FEET; THENCE NORTH 64°15'33" EAST, 260.53 FEET TO THE EAST LINE OF SAID PARCEL 'C'; THENCE SOUTH 00°14'11" WEST ALONG SAID EAST LINE, 296.31 FEET; THENCE SOUTH 65°15'14" WEST, 76.97 FEET; THENCE NORTH 00°14'09" EAST, 183.58 FEET; THENCE SOUTH 64°15'33" WEST, 141.63 FEET; THENCE SOUTH 72°45'14" WEST, 134.43 FEET; THENCE SOUTH 82°22'19" WEST, 154.68 FEET; THENCE NORTH 89°59'29" WEST, 575.42 FEET; THENCE SOUTH 00°00'47" EAST, 942.94 FEET TO SAID SOUTH LINE OF LOT 1; THENCE SOUTH 89°53'32" WEST ALONG SAID SOUTH LINE, 384.75 FEET TO THE POINT OF BEGINNING AND EXCEPTING OUT PERPETUAL EASEMENT REFERENCED ABOVE. TEMPORARY EASEMENT CONTAINING 6.87 ACRES (299,348 SQUARE FEET).

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



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

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

5-12-2022
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1-4

GRIMES - WRA CONNECTOR

1
4
2001.043

PT. LOT 1, PEITZMAN'S SUB.
SW FRL 1/4 SEC 31-80-25
EASEMENT PLAT

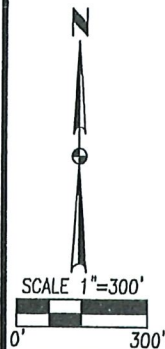
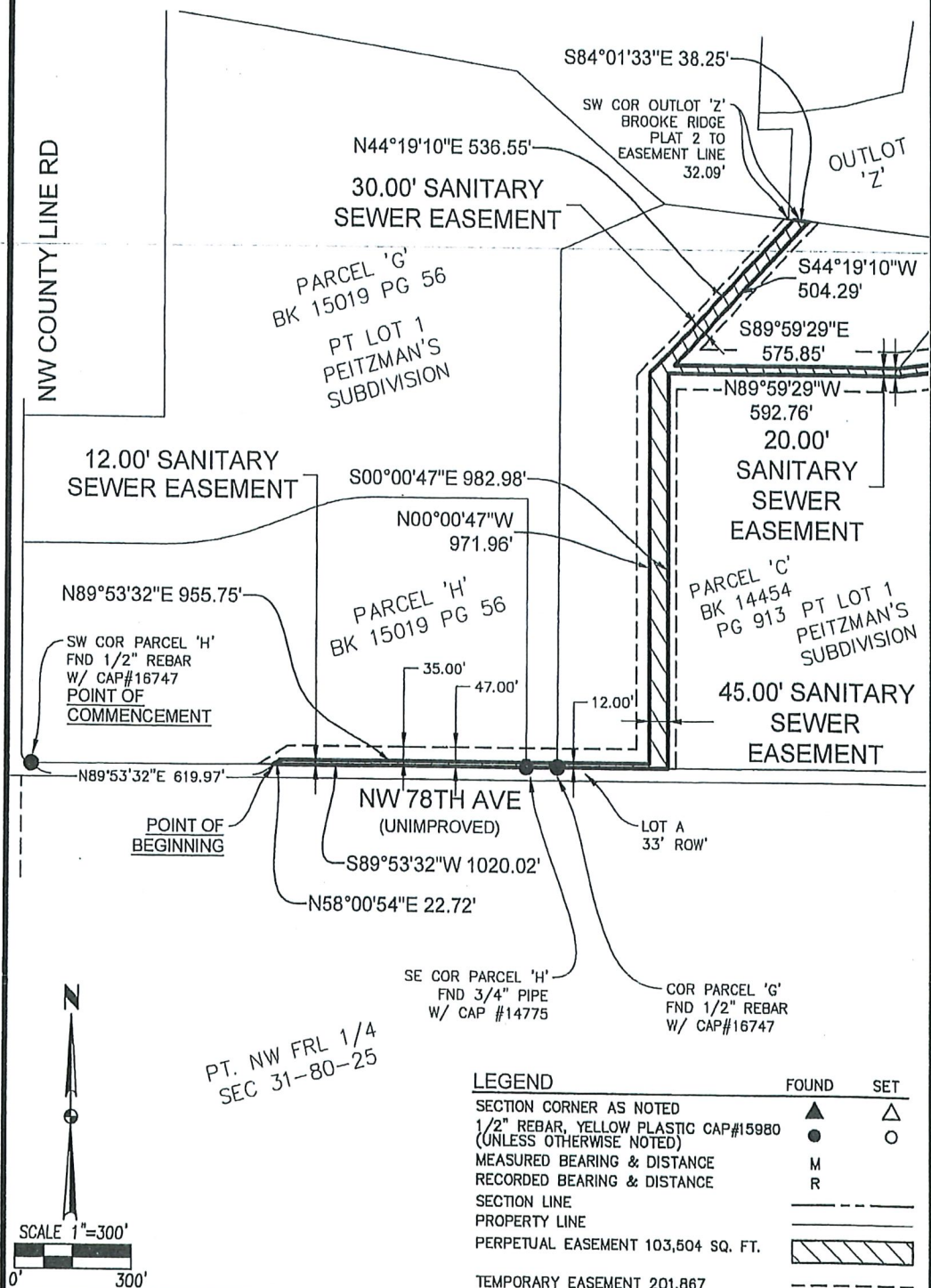
GRIMES, IOWA



CIVIL DESIGN ADVANTAGE

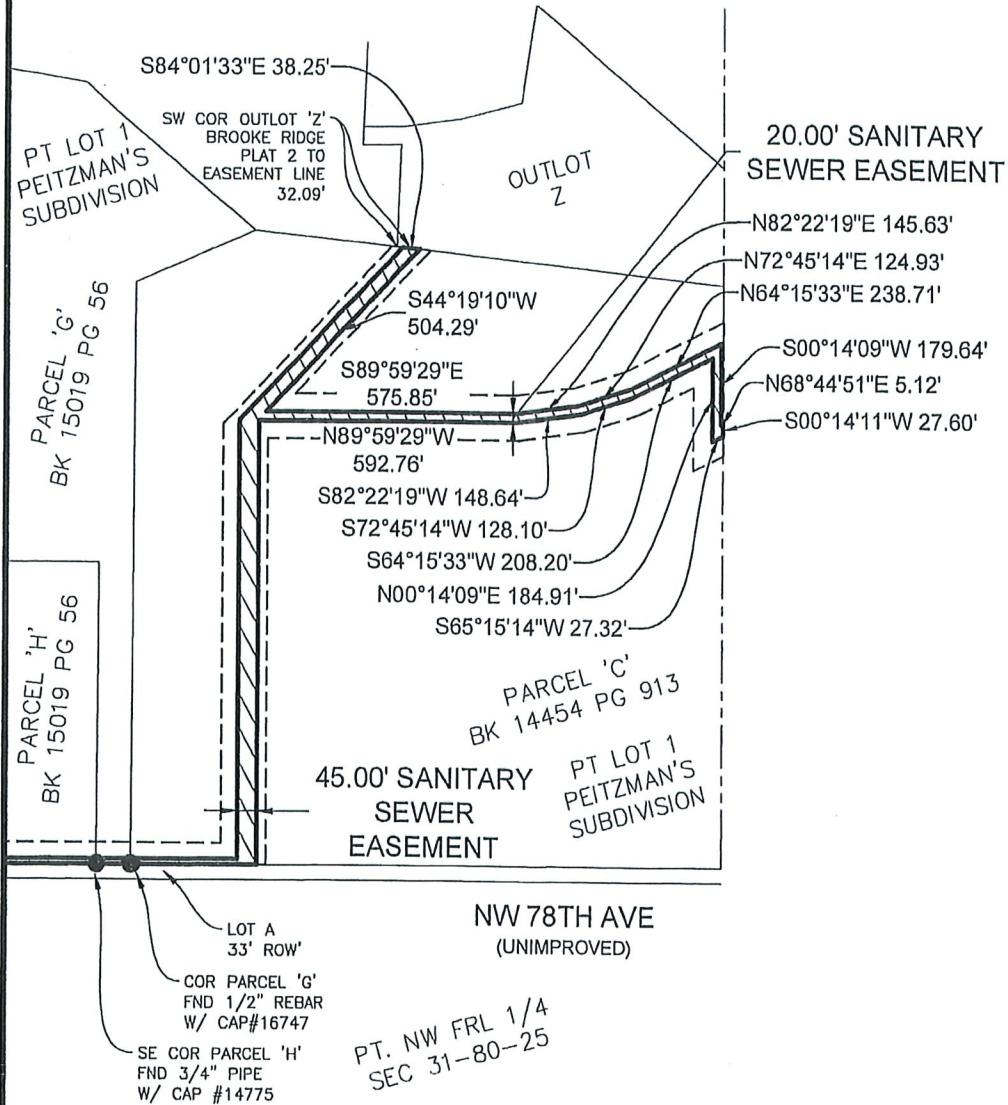
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

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



LEGEND	
SECTION CORNER AS NOTED	FOUND SET
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	▲ △
MEASURED BEARING & DISTANCE	● ○
RECORDED BEARING & DISTANCE	M R
SECTION LINE	---
PROPERTY LINE	---
PERPETUAL EASEMENT 103,604 SQ. FT.	
TEMPORARY EASEMENT 201,867	---

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



SCALE 1"=300'
0' 300'



LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
SECTION LINE	---	
PROPERTY LINE	---	
PERPETUAL EASEMENT 103,504 SQ. FT.		
TEMPORARY EASEMENT 201,867	---	

3/4
2001.043

PT. LOT 1, PEITZMANS SUB.
SW FRL 1/4 SEC 31-80-25
EASEMENT PLAT

GRIMES, IOWA



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

Exhibit C
Temporary Easements

Attached separately.

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

OWNER/MAILING ADDRESS

HD LLC
POB 3784
URBANDALE, IA
50323-0784

PHYSICAL ADDRESS

N/A

PARCEL NO.

DISTRICT/PARCEL 311/00347-500-110
GEOPARCEL 8025-30-300-013

DISTRICT/PARCEL 311/00347-500-111
GEOPARCEL 8025-30-300-012

DISTRICT/PARCEL 311-00347-500-108
GEOPARCEL 8025-30-300-008

PERPETUAL SANITARY SEWER EASEMENT DESCRIPTION

A PART OF PARCELS 'H' & 'G' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15019, PAGE 56 AND A PART OF PARCEL 'C' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14454, PAGE 913, IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 'H'; THENCE NORTH 89°53'32" EAST ALONG THE SOUTH LINE OF SAID PARCEL 'H', 619.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°00'54" EAST, 22.72 FEET; THENCE NORTH 89°53'32" EAST, 955.75 FEET; THENCE NORTH 00°00'47" WEST, 971.96 FEET; THENCE NORTH 44°19'10" EAST, 536.55 FEET TO THE NORTH LINE OF SAID PARCEL 'C'; THENCE SOUTH 84°01'33" EAST ALONG SAID NORTH LINE, 38.25 FEET; THENCE SOUTH 44°19'10" WEST, 504.29 FEET; THENCE SOUTH 89°59'29" EAST, 575.85 FEET; THENCE NORTH 82°22'19" EAST, 145.63 FEET; THENCE NORTH 72°45'14" EAST, 124.93 FEET; THENCE NORTH 64°15'33" EAST, 238.71 FEET; THENCE SOUTH 00°14'09" WEST, 179.64 FEET; THENCE NORTH 68°44'51" EAST, 5.12 FEET TO THE EAST LINE OF SAID PARCEL 'C'; THENCE SOUTH 00°14'11" WEST ALONG SAID EAST LINE, 27.60 FEET; THENCE SOUTH 65°15'14" WEST, 27.32 FEET; THENCE NORTH 00°14'09" EAST, 184.91 FEET; THENCE SOUTH 64°15'33" WEST, 208.20 FEET; THENCE SOUTH 72°45'14" WEST, 128.10 FEET; THENCE SOUTH 82°22'19" WEST, 148.64 FEET; THENCE NORTH 89°59'29" WEST, 592.76 FEET; THENCE SOUTH 00°00'47" EAST, 982.98 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°53'32" WEST ALONG SAID SOUTH LINE, 1020.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.24 ACRES (97,596 SQUARE FEET).

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

TEMPORARY CONSTRUCTION EASEMENT 'A' DESCRIPTION

A PART OF PARCELS 'H' & 'G' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15019, PAGE 56 AND A PART OF PARCEL 'C' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14454, PAGE 913, IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 'H'; THENCE SOUTH 89°53'32" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 693.15 FEET; THENCE NORTH 58°00'54" EAST, 89.00 FEET; THENCE NORTH 89°53'32" EAST, 902.40 FEET; THENCE NORTH 00°00'47" WEST, 929.82 FEET; THENCE NORTH 44°19'10" EAST, 550.34 FEET TO THE NORTH LINE OF SAID PARCEL 'C'; THENCE SOUTH 84°01'33" EAST ALONG SAID NORTH LINE, 89.25 FEET; THENCE SOUTH 44°19'10" WEST, 444.69 FEET; THENCE SOUTH 89°59'29" EAST, 508.18 FEET; THENCE NORTH 82°22'19" EAST, 139.59 FEET; THENCE NORTH 72°45'14" EAST, 118.59 FEET; THENCE NORTH 64°15'33" EAST, 260.53 FEET TO THE EAST LINE OF SAID PARCEL 'C'; THENCE SOUTH 00°14'11" WEST ALONG SAID EAST LINE, 296.31 FEET; THENCE SOUTH 65°15'14" WEST, 76.97 FEET; THENCE NORTH 00°14'09" EAST, 183.58 FEET; THENCE SOUTH 64°15'33" WEST, 141.63 FEET; THENCE SOUTH 72°45'14" WEST, 134.43 FEET; THENCE SOUTH 82°22'19" WEST, 154.68 FEET; THENCE NORTH 89°59'29" WEST, 575.42 FEET; THENCE SOUTH 00°00'47" EAST, 942.94 FEET TO SAID SOUTH LINE OF LOT 1; THENCE SOUTH 89°53'32" WEST ALONG SAID SOUTH LINE, 384.75 FEET TO THE POINT OF BEGINNING AND EXCEPTING OUT PERPETUAL EASEMENT REFERENCED ABOVE. TEMPORARY EASEMENT CONTAINING 6.87 ACRES (299,348 SQUARE FEET).

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



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

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

5-12-2022
DATE

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

SHEETS 1-4

GRIMES - WRA CONNECTOR

1
1/4
2001.043

PT. LOT 1, PEITZMAN'S SUB.
SW FRL 1/4 SEC 31-80-25
EASEMENT PLAT

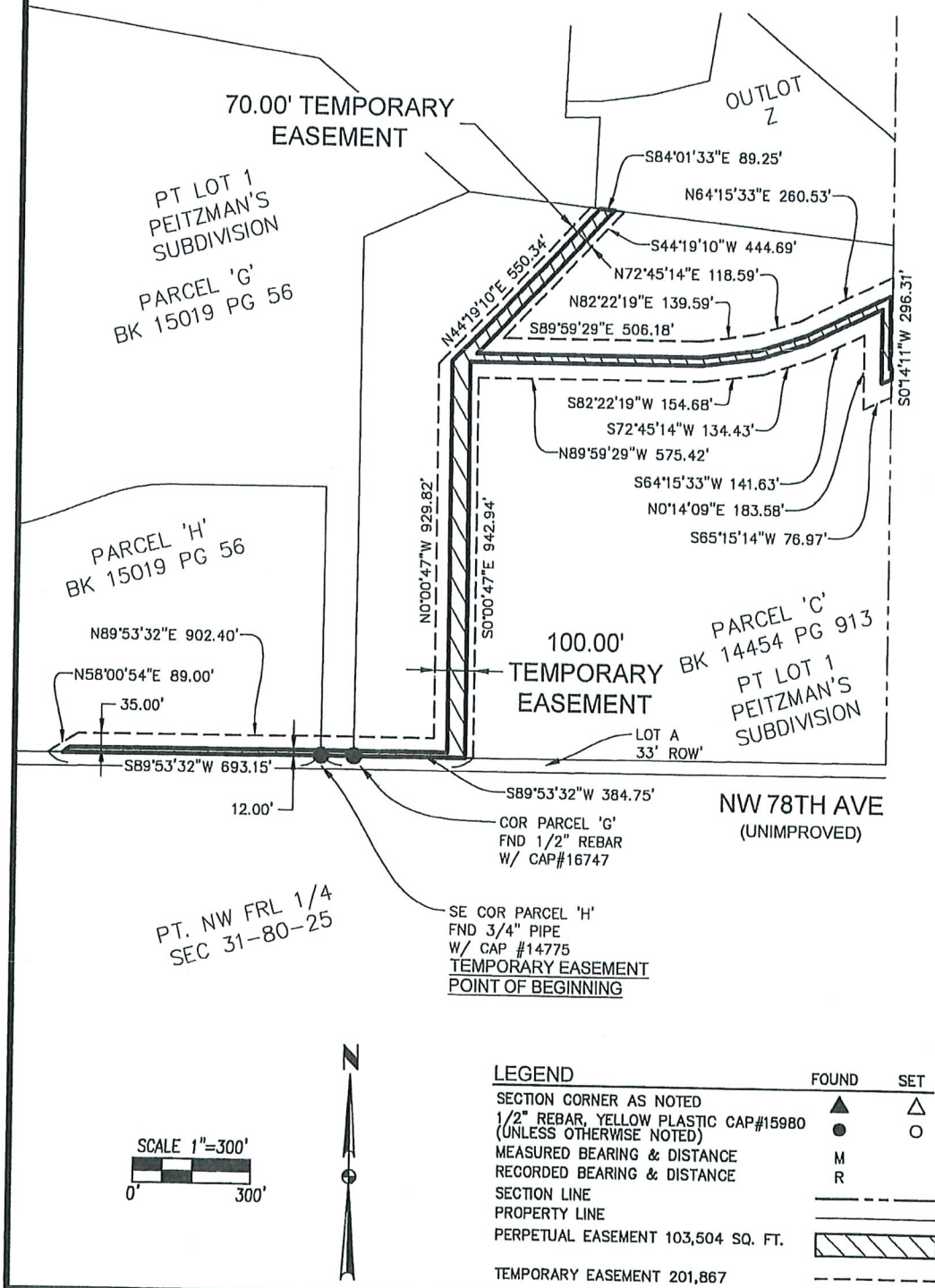
GRIMES, IOWA



CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

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



4/4
2001.043

PT. LOT 1, PEITZMANS SUB.
SW FRL 1/4 SEC 31-80-25
EASEMENT PLAT

GRIMES, IOWA



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

Exhibit D
Development Agreement

GRIMES RESOLUTION 09-1122

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

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

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

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

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

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

PASSED AND APPROVED THIS 13th DAY OF SEPTEMBER 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

Original

600-810-6501
Desc: Chemicals for water
REC'D AUG 25 2022

INVOICE

Total Invoice	\$10,311.58
Invoice Number	6269142
Invoice Date	8/17/22
Sales Order Number/Type	3970929 SL
Branch Plant	58
Shipment Number	4649544

Sold To: 117729
CITY OF GRIMES
101 N Harvey St
Grimes IA 50111

Ship To: 466255
CITY OF GRIMES
1801 N. JAMES ST.
GRIMES IA 50111

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #			
10/1/22	Net 45	PPD Origin	HWTG	RO Plant		073			
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	\$0.3300	LB	3,326.4 LB	\$1,097.71
		1 LB BLK (Mini-Bulk)		3326.4000	LB			3,601.4 GW	
2.000	41869	LPC-31	N	165.0000	GA	\$1.2700	LB	1,881.0 LB	\$2,388.87
		1 LB BLK (Mini-Bulk)		1881.0000	LB			2,018.5 GW	
3.000	59271	Vitec 3000	N	1.0000	TO	\$2.7300	LB	2,500.0 LB	\$6,825.00
		2500 LB TO		2500.0000	LB			2,675.0 GW	

Lot/SN: 1

***** 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.

PO2023585
Created by KH
PALD

Page 1 of 1
Tax Rate
0 %
Sales Tax
\$0.00

Invoice Total \$10,311.58

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. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. 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.

Please Remit To: **Hawkins, Inc.**
P.O. Box 860263
Minneapolis, MN 55486-0263

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.

www.hawkinsinc.com

Job# 2442382

2023501



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

Original

INVOICE

REC'D AUG 25 2022

Total Invoice \$1,560.00
Invoice Number 6265798
Invoice Date 8/15/22
Sales Order Number/Type 3967447 SL
Branch Plant 58
Shipment Number 4644868

Sold To: 117729
CITY OF GRIMES
101 N Harvey St
Grimes IA 50111

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

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
9/29/22	Net 45	PPD Origin	HWTG	WWTP					073
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	46394	Hydrogen Peroxide 34% Std	N	1.0000	TO	\$0.5200	LB	3,000.0 LB	\$1,560.00
		3000 LB NRT		3000.0000	LB			3,141.0 GW	

Lot/SN: 665307

***** 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.

PO 123586
Created by KH

PAID

mmw

Page 1 of 1	Tax Rate	Sales Tax	Invoice Total	\$1,560.00
	0 %	\$0.00		

NO DISCOUNTS ON FREIGHT OR CONTAINERS
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. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. 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.

Please
Remit To: **Hawkins, Inc.**
P.O. Box 860263
Minneapolis, MN 55486-0263

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.

www.hawkinsinc.com

Job# 2429090

2025102

W



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

Original

600-810-6501
Desc: Chemicals for water

INVOICE

REC'D AUG 25 2022

Total Invoice	\$8,447.88
Invoice Number	6268024
Invoice Date	8/16/22
Sales Order Number/Type	3965230 SO
Branch Plant	C03
Shipment Number	

Sold To: 117729
CITY OF GRIMES
101 N Harvey St
Grimes IA 50111

Ship To: 466255
CITY OF GRIMES
1801 N. JAMES ST.
GRIMES IA 50111

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
9/30/22	Net 45	PPA Origin				073

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
2.000	815407	Azone 15 - EPA Reg. No. 7870-5	N	44,400.0000	LB	\$1.9198	GA	44,400.0 LB	\$8,447.88
		Bulk		4400.3964	GA			44,400.0 GW	

Related Order #: 01044266

***** 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.

P02023587
created by KH

PAID

mm

Page 1 of 1

Tax Rate
0 %

Sales Tax
\$0.00

Invoice Total

\$8,447.88

No Discounts on Freight or Containers
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. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. 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.

Please
Remit To:

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

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.

www.hawkinsinc.com

Job# 2438044

2023563

W

Invoice

**MUNICIPAL SUPPLY, INC.***Municipal, Contractor, and Industrial Supplies*

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

 Desc: 1" meters 600-810-6503
 REC'D AUG 8 5 2022 Page 1 of 1
REC'D AUG 26 2022

INVOICE NUMBER: 0845334-IN

INVOICE DATE: 8/24/2022

ORDER NUMBER: 0126772

ORDER DATE: 8/19/2022

SHIP DATE: 8/19/2022

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
 101 NE HARVEY ST
 GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
 101 NE HARVEY ST
 GRIMES, IA 50111

BUYER: Chase

CUSTOMER P.O.		JOB NAME		SHIP VIA		TERMS	
1998		Stock		KENT		NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT	
I4S5GMXX 1" IPERL 100G MTR 25' 3W SM	EACH	2.00	2.00	0.00	230.00	460.00	

REPROGRAMMED TO 1000 GAL

ORDER# 126772

 P02623589
 Created by KH
PAID

mmw

 A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
 WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice:	460.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	460.00

2023/05

Water Meters for distribution
600-810-6503
REC'D SEP 02 2022

Invoice

Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0846115-IN

INVOICE DATE: 8/31/2022

ORDER NUMBER: 0127619

ORDER DATE: 8/29/2022

SHIP DATE: 8/29/2022

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.
NICK-US WATER

JOB NAME

SHIP VIA
DAN

TERMS
NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SX5X12XD1GLXSXD 1 X 1 SRII 4W 1000G ECR	EACH	4.00	4.00	0.00	250.00	1,000.00
I2S5GMXX 3/4S 100G IPERL MTR SM 25' 3WI	EACH	24.00	24.00	0.00	136.00	3,264.00

ORDER# 127619

P02023600
created by KH

P A I D

mmw

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 4,264.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 4,264.00

208576

600-810-6503 - merchandise for resale

Desc: ~~sup~~ 1" meter spuds

Page 1 of 1

Invoice

REC'D AUG 22 2022



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0844678-IN

INVOICE DATE: 8/19/2022

ORDER NUMBER: 0126486

ORDER DATE: 8/17/2022

SHIP DATE: 8/17/2022

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.
1998

JOB NAME

SHIP VIA
WILL CALL

TERMS
NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
C38-442.625NL 1" NL METER COUP 2 5/8" LONG	EACH	30.00	30.00	0.00	24.95	748.50

ORDER # 126486

062023495
created by KH
P A I D

manu

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 748.50

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 748.50

rec 2/18/2021

600-810-6503? (merchandise for resale)

pw

Invoice Desc :

REC'D AUG 26 2022
REC'D AUG 26 2022

Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0845335-IN

INVOICE DATE: 8/24/2022

ORDER NUMBER: 0126832

ORDER DATE: 8/19/2022

SHIP DATE: 8/19/2022

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES

101 NE HARVEY ST

GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES

101 NE HARVEY ST

GRIMES, IA 50111

BUYER:

CUSTOMER P.O.

JOB NAME
PUBLIC WORKS

SHIP VIA
DAN

TERMS
NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
I4X5GBXX 1 1GAL IPERL MTR 7WH NM 25' 3W	EACH	6.00	6.00	0.00	230.00	1,380.00

REPROGRAMMED TO 1000 GAL

ORDER# 126832

1" Water meters

600-810-6503

PV2023482
Created by KH

PALD

mmw

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 1,380.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 1,380.00

DW

Invoice

REC'D AUG 15 2022 Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0843987-IN

INVOICE DATE: 8/12/2022

ORDER NUMBER: 0125482

ORDER DATE: 8/5/2022

SHIP DATE: 8/9/2022

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.		JOB NAME		SHIP VIA KENT	TERMS NET 30 DAYS	
TEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
M510MFITCXMI	EACH	54.00	54.00	0.00	156.00	8,424.00
SGL PORT TOUCH COUP SMART POIN						

ORDER# 125482

radio readers/mx's
for reading water
meters

600-810-6320
6503 ✓

P12123481
created by KH

P A I D

mmw

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 8,424.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 8,424.00

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

Invoice 17619

Sewer- 610-815-6399 (Reed bed maint)
Desc: Hauling sludge to WRA



BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	08/20/2022	\$13,959.83	09/19/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/15/2022	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
08/15/2022	NHMC-Non-Haz	184,600 Pounds Collected	184,600	0.00642	1,185.13
08/16/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
08/16/2022	NHMC-Non-Haz	148,820 Pounds Collected	148,820	0.00642	955.42
08/17/2022	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
08/17/2022	NHMC-Non-Haz	178,780 Pounds Collected	178,780	0.00642	1,147.77
08/18/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
08/18/2022	NHMC-Non-Haz	155,260 Pounds Collected	155,260	0.00642	996.77
08/20/2022	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
08/20/2022	NHMC-Non-Haz	249,180 Pounds Collected	249,180	0.00642	1,599.74

TOTAL DUE **\$13,959.83**

THANK YOU.

P12023491
Created by KH

PAID

mmw

req, 2023378



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: Traffic speed calming solutions and recommendations for NE 8th Street and NE Park Drive.

SYNOPSIS: The Public Health and Safety Board and City Council were both approached last month with speeding concerns from residents that live on NW 8th Street from NW County Line Road to NW Brookside Drive. The residents along this street along with NE Park Street from NE Beaverbrooke Drive to NE 27th Street have approached the city with speeding concerns multiple times. This has prompted the City of Grimes and Polk County to put out speed indicator devices to alert the traveling public of their speed. Polk County has additionally increased speed enforcement operations in these areas to make sure drivers are following the posted speed limit. This has had limited success while these actions are in place, but it appears that there are still perceived speeding concerns on these streets.

The city added NW 8th Street from N James Street to NW Brookside Drive to the James Street Corridor Study. This study is showed that the speed limit is generally being followed. We have also had the data from the Polk County speed trailer that was showing generally the same compliance with the posted speed limit.

The city staff has reviewed the speed data that was collected by the city owned speed indicator devices and generally observed most people driving around the posted speed limit. This may be due to the devices being present and flashing to get the attention of the drivers, which may skew the data.

The first recommendation that the city staff would suggest is to install some temporary rumble strips by the existing 25 mph speed limit signs that should stay in place until winter. The second recommendation would be to look into hiring a traffic engineer to conduct an official speed study of each corridor to get unbiased radar speed data. We would suggest that the speed study be discussed with City Council during strategic planning and if prioritized, conducted next spring.

FISCAL IMPACT: The temporary rumble strips should be a minimal cost for materials and installation would be by public works staff. The speed study should be approximately \$20,000 - \$25,000. The estimated costs associated with recommended improvements from the speed study would be provided by the engineer.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The City of Grimes public works staff installs temporary rumble strip by the existing 25 mph speed limit signs and discuss with City Council at strategic planning about conducting a speed study of both street corridors mentioned above to provide data and recommended proposed improvements for traffic speed calming.

RESOLUTION AUTHORIZING THE TEMPORARY TRAFFIC SPEED CALMING
MEASURES ON NW 8TH STREET AND NE PARK DRIVE

Grimes Resolution No.09-1322

WHEREAS, the City of Grimes (Grimes) has received traffic speeding complaints from residents on NW 8th Street from NW Brookside Drive to NW County Line Road and NE Park Street from NE Beaverbrooke Boulevard to NE 27th Street; and,

WHEREAS, the city staff has looked at these areas and formulated a temporary plan to help address the issue with traffic speeding by installing temporary rumble strips at the location of the existing 25 mph speed limit signs along said street corridors and exploring the option of hiring a traffic engineer to complete a speed study of said street corridors next spring during strategic planning with the City Council; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that authorization is given to install temporary rumble strips at the location the existing 25 mph speed limit signs along said street corridors by the Public Works Department.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 13th day of September 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



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

AGENDA MEMO

Meeting: September 13, 2022

AGENDA HEADING:

Resolution Approving Agreement Regarding Sidewalk Construction for 1250 SE 25th Street

SYNOPSIS:

The site plan for Seedorff Masonry, Inc. and Architectural Wall Systems (SMI-AWS) located at 1250 SE 25th Street identified the required construction of a sidewalk along the south side of SE 25th Street and a sidewalk connection from the building to the public sidewalk. Due to the lack of sidewalk network in the area, the developer wishes to hold off the construction of the sidewalk and avoid unnecessary reconstruction/repair for a sidewalk that will not immediately connect to an existing sidewalk network. Staff has concluded that delaying the construction of the sidewalk is acceptable.

That being said, Staff has developed the attached Agreement Regarding Sidewalk Construction. The agreement identifies that the property owner/developer will construct the sidewalk at their own cost. The city will give notice to the property owner/developer to complete the construction of the sidewalk at such a time the sidewalk network becomes established within the area.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Seedorff Masonry, Inc. and Architectural Wall Systems (SMI-AWS) Site Plan

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

RESOLUTION APPROVING AGREEMENT REGARDING SIDEWALK CONSTRUCTION
FOR 1250 SE 25TH STREET

WHEREAS, Property Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a site plan for the construction of a warehouse and office facility located at 1250 SE 25th Street on Lot 1 of M-Keds Home Place Plat 4, Grimes, Iowa, Polk Iowa (the "Project"); and,

WHEREAS, the Project identified the construction of a 5' sidewalk adjacent to the south side of SE 25th Street (the "Improvements"); and,

WHEREAS, the Project identified the construction of a 5' sidewalk connection from the building to the sidewalk along SE 25th Street (the "Improvements"); and,

WHEREAS, due to the lack of existing sidewalk network along SE 25th Street, the Developer does not wish to install the Improvements at this time; and,

WHEREAS, Grimes agrees that the delayed installation of the Improvements is acceptable due to the lack of sidewalk network in the area.

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

That the City approves the Agreement Regarding Sidewalk Construction for 1250 SE 25th Street.

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

PASSED AND APPROVED this 13th day of September 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

WHEN RECORDED RETURN TO:
Rochelle Williams
Grimes City Clerk
101 NE Harvey Street
Grimes, Iowa 50111

AGREEMENT REGARDING SIDEWALK CONSTRUCTION

This Agreement Regarding Sidewalk Construction ("Agreement") made and entered into this 25 day of AUGUST 2022, by and between SP Iowa Properties, LLC ("Developer") and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has plans to develop 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, Property Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a site plan for the construction of a commercial building generally located at 1250 SE 25th Street, Grimes, Iowa, Polk Iowa (the "Project"); and

WHEREAS, the Project identified the construction of a 5' sidewalk adjacent to the south side of SE 25th Street (the "Improvements"); and

WHEREAS, the Project identified the construction of a 5' sidewalk connection from the building to the sidewalk along SE 25th Street (the "Improvements"); and

WHEREAS, due to the lack of existing sidewalk network along SE 25th Street, the Developer does not wish to install the Improvements at this time; and

WHEREAS, Grimes agrees that the delayed installation of the Improvements is acceptable due to the lack of sidewalk network in the area.

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

1. The Developer or future property owner agrees to construct the sidewalk at their own cost in accordance to the site plan and attached Exhibit A.
2. The construction of the sidewalk along SE 25th Street and the sidewalk connection from the building to the public sidewalk shall occur by the Developer or future property owner within 60 days following written notice by the City of Grimes. If the property owner does not comply with this provision, the City shall construct the sidewalk and bill the property owner for the cost incurred by the City to construct the improvements.
3. This Agreement shall be recorded with the Polk County Recorder.

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, 2022.

SP Iowa Properties, LLC, Developer

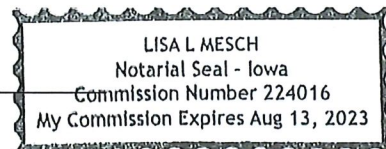
By [Signature]
Name DANIEL KARTMAN
Title MANAGER, LLC

STATE OF IOWA)
) SS
COUNTY OF Clayton)

On this 25th day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

[Signature]
Notary Public in and for the
State of Iowa

My Commission expires _____



CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

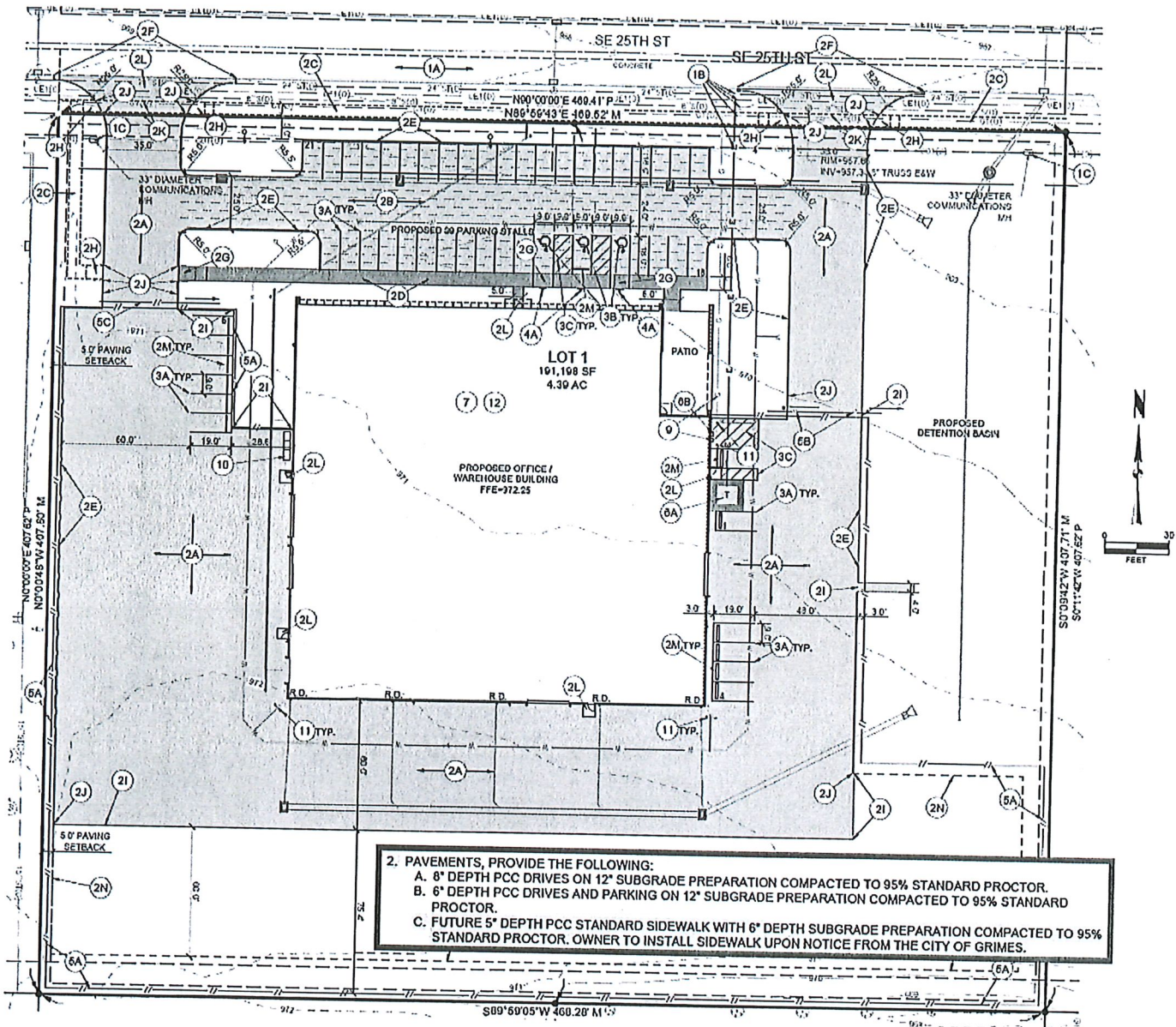
On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City 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

LOTS 1, M-KEDS HOME PLACE PLAT 4, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.





TO: Mayor, City Council
FROM: Erik S. Fisk, HR Director
DATE: September 07, 2022
RE: FY23 Fire Positions

Honorable Mayor and Council:

Included in the personnel transaction resolution is a proposed clause approving the hire of three additional full-time firefighters for the consolidated Johnston Grimes Metropolitan Fire Department ("JGMFD").

The request is borne from two JGMFD staffing challenges: first, a significant overage in last year's budgeted (FY22) overtime compensation for existing full-time staff; and second, the Department's inability to recruit, retain, and rely upon part-time staff to fill slots to maintain existing service levels to citizens in the JGMFD fire district.

Given these challenges, the current budget allocated to part-time wages could be used instead to fund full-time positions and eliminate the Department's need to rely on part-time staff.

On August 16, 2022, the JGMFD Fire Board considered a proposal to hire additional full-time personnel, which requires authorization of three additional full-time personnel from the City of Grimes.¹

Given that the proposal involves repurposing funds that were already budgeted for part-time wages and eliminating the Department's need to rely upon part-time staff, JGMFD anticipates that the change will not require a budget amendment. Further, and with this change in staffing model, existing part-time positions will be eliminated.

Finally, and further related to the excess overtime, in addition to the changes proposed herein with staffing, JGMFD management and employees have committed to adopting policies and practices to manage staff time and reduce overtime and mandatory overtime and help the Department operate within approved budget levels.

RECOMMENDATION

Staff recommends approval.

¹ In total, the authorization includes eight full-time staff for the entire JGMFD Department, for five total employees from the Johnston payroll, and three additional employees from the Grimes payroll.

RESOLUTION 09-1722 APPROVING PERSONNEL TRANSACTIONS

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

WHEREAS, the Parks and Recreation Director has determined, in consultation with the Human Resources Director, that the Department needs Recreation Manager to help manage the Recreation Division of the Department, including but not limited to any and all programming in the GrimesPlex;

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

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

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

WHEREAS, the Fire Chief has recommended a change in the JGMFD Department's staffing to: (a) substantially reduce and/or eliminate overtime and mandatory double overtime and (b) eliminate continuing challenges in recruiting, retaining, and relying on part-time staff by adding three full-time firefighters to the Department on the Grimes payroll; and

WHEREAS, JGMFD management and employees shall adopt policies and practices to manage time off to reduce and/or eliminate reliance on overtime and mandatory overtime to

assure the department is operating within the approved budget and maintain existing fire district service levels;

WHEREAS, the three full-time firefighters are authorized at the pay and job descriptions previously adopted by the JGMFD and as set forth in that existing collective bargaining agreement with the International Association of Professional Firefighters Local 4835.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that it hereby approves the job descriptions for the Recreation Manager and authorizes three full-time positions for the JGMFD.

PASSED AND APPROVED this 13th day of September, 2022.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

Meeting: September 13, 2022

AGENDA HEADING:

Resolution Approving listing Services Agreement with Stanbrough Realty – 309 E 1st Street

SYNOPSIS:

As you are all aware, the City recently acquired the property at 309 E 1st Street, formerly occupied by the Corn Patch. The property was acquired due to future intersection and roadway improvements.

Those improvements are not likely to occur for the next 5-7 years, and as such, staff has evaluated the possibility of leasing the property.

Upon inspection by Stanbrough Realty, it was determined that there is still useful life in the property, and there would be a market to lease the Property.

As such, staff has negotiated a listing services agreement with Stanbrough Realty, that will allow Stanbrough to market the property and assist with the selection of an appropriate tenant.

FISCAL IMPACT:

6% of Net Rent.

Estimated to be \$2,300 annually through the term of the lease.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-1822

RESOLUTION APPROVING LISTING SERVICES AGREEMENT WITH
STANBROUGH REALTY – 309 E STREET

WHEREAS, the City of Grimes (“Grimes”) has recently acquired property at 309 E 1st Street (the “Property”); and

WHEREAS, Grimes acquired the Property due to future right-of-way needs associated with future intersection improvements (the “Project”); and

WHEREAS, the Project is not anticipated to occur for at least 5 years; and

WHEREAS, Grimes desires to lease the Property until such a time the Project warrants its demolition; and

WHEREAS, Grimes has solicited the services of Stanbrough Realty to assist with listing and leasing services (the “Services”); and

WHEREAS, Grimes has negotiated an agreement to provide the Services.

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

That the agreement with Stanbrough Realty entitled, “Exclusive Listing Agreement,” regarding the Property be and is hereby approved and accepted by this City Council, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED THIS 13th DAY OF SEPTEMBER 2022.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

EXCLUSIVE LISTING AGREEMENT

This form is required by the real estate laws of the State of Iowa

In consideration of the mutual agreements set forth below, the undersigned Seller/Landlord and Stanbrough Realty Company, LLC ("Broker"), agree as follows:

1. **Employment.** The Seller/Landlord enters into this Agreement with the Broker for the purpose of employing the Appointed Agent] designated in the Disclosure of Appointed Agent and Consent (the "Appointed Agent") as the exclusive agent to sell and/or lease the following described property which is locally known as: 309 W 1st Street, Grimes, IA.

Except for other sales associates of Broker who are appointed as Seller/Landlord's agents, neither Broker, nor any other sales associate affiliated with Broker will be acting as Seller/Landlord's agent. Broker with Seller/Landlord's consent may name additional Appointed Agents for Seller/Landlord from time to time if the Appointed Agent is unable to fulfill the terms of this Agreement or by agreement between Broker and Seller/Landlord. An appointment of another Appointed Agent does not relieve the original Appointed Agent of any duties owed to Seller/Landlord.

2. **Terms.**

Sale Terms: \$11.00/PSF NNN which includes: Lease rate only.

3. **Excluded Property.** The following items, which would ordinarily be considered a part of the real estate shall not be included in this sale or lease. N/A
4. **Appointed Agency.** The Seller/Landlord acknowledges receipt of the Disclosure of Agency Relationship and Disclosure of Appointed Agent and Consent prior to entering into this Agreement and expressly consents to the appointment of the agent identified therein. The Appointed Agent owes the duties set forth in the Disclosure of Agency Relationship form executed by Seller/Landlord.
5. **Term of Agreement.** The period of the listing shall be from the date shown below and end on March 14th, 2023 and any extensions as agreed in writing.
6. **Best Efforts.** The Appointed Agent shall use their best efforts to sell or lease this property during the term of this listing.
7. **Compensation.** Seller/Landlord agrees to pay to the Broker the following commission:
In the event of a lease: 6 percent of the net rental, payable during the lease term, including any negotiated renewals, options and extensions when made or exercised. Landlord understands and agrees that the commission shall be payable to the Broker in the event of a lease and upon the execution of the lease, whether leased by the Appointed Agent, by the Landlord or by any other person during the period of this listing, or any extension thereof, and shall be payable for any negotiated renewal, option or extension, when such negotiated renewal, option or extension is executed or exercised.

Should a bona fide offer be made by a ready, willing and able buyer or tenant, meeting the terms of this contract or on any other terms which the Seller/Landlord may authorize or accept, and the Seller/Landlord fails to accept such offer or fails to fulfill the terms of the Purchase or Lease Agreement, then the Seller/Landlord shall still pay to the Broker the agreed commission in full upon demand.

8. **Seller/Landlords Obligations.** The Seller/Landlord owes certain obligations to the Appointed Agent, some of which include the following:
 - a. To inform the Appointed Agent of all leads and inquiries on the listed property however received.
 - b. To provide the Appointed Agent with all complete and reliable material information concerning the

property, its ownership and operation, and represents that, to the best of the Seller/Landlord's knowledge and belief, that all representations made by the Seller/Landlord to the Appointed Agent and Broker are true and correct. If it is established that such information and representations are incorrect or untrue, the Seller/Landlord shall indemnify and hold the Appointed Agent, Broker and all Broker's agents and licensees harmless from any and all loss, damage or expense in connection therewith, including court costs and reasonable attorney fees incurred.

c. To permit this listing without regard to age, sex, race, creed, color, religion, national origin or handicap.

d. To disclose to any proposed buyer or tenant any material defects which the Seller/Landlord has actual knowledge and which a reasonable inspection by the proposed buyer or tenant would not reveal.

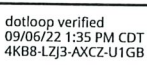
e. Seller agrees to furnish to the purchaser a warranty deed and the abstract of title continued to the date of sale showing merchantable title to the property in the Seller.

9. **Protection of Commission.** Before the termination of this Listing Agreement, the Broker will provide to the Seller/Landlord a list of all persons, firms or corporations interested in the property during the term of the listing. If within one hundred eighty (180) days after the expiration of this listing the Seller/Landlord executes a lease or purchase agreement with any persons, firm or corporation listed then the Seller/Landlord agrees to pay to the Broker the agreed upon commission.
10. **Dual Agency Disclosure.** Potential buyers/tenants who are represented by the Appointed Agent may want to be shown the Seller/Landlord's property. The Appointed Agent cannot show the Seller/Landlord's property to these potential buyers/tenants unless both the Seller/Landlord and the potential buyer/tenant provide a written consent in advance permitting this dual agency. This is called a Dual Agency Consent Agreement.
11. **Other Sellers/Landlords.** The Appointed Agent may also represent sellers/landlords of other property that is in competition with Seller/Landlord's property. If this occurs, the Appointed Agent will not disclose to either the Seller/Landlord or such other seller/landlords the terms of offers made or accepted by either such seller/landlord or any other confidential information provided by either such seller/landlord.
12. **Possibility of Separate Representation.** The Broker may also have affiliated salespersons, other than your Appointed Agent, who represent potential Buyers/Tenants of your property or Sellers/Landlords of other property that is in competition with your property.
13. **Sharing Compensation with Other Brokerages.** The Broker reciprocates with cooperation and compensation with other selling/leasing brokerage firms and the Seller/Landlord consents to such cooperation and payment. It is the Broker's policy not to offer subagency to any other brokerage firm.
14. **Intentionally Deleted**
15. **Brokerage Services Only.** Seller/Landlord acknowledges that Appointed Agent is being retained solely as a real estate agent and that neither the Broker nor the Appointed Agent are acting as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service adviser. Seller/Landlord is hereby advised to seek professional advice concerning the condition of the property, status of title and other legal and tax matters concerning any proposed transaction.
16. **Intentionally Deleted**
17. **Authorization to Execute.** Each of the individuals signing this Agreement, represent by their signature that they are authorized to sign this Agreement and bind the Seller/Landlord and Broker to the terms and conditions of this agreement.

Dated this 6th day of September 2022.

[SIGNATURE PAGE TO FOLLOW]

BROKER:
STANBROUGH REALTY COMPANY, LLC.

By:  
Jeff Stanbrough

Appointed Agent(s):

Jeff Stanbrough

Andrew McCune

SELLER/LANDLORD:

Signed: _____

Printed Name/Title: _____

Address: _____

Telephone Number: _____

IOWA DEPARTMENT OF CULTURAL AFFAIRS

KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

CHRIS KRAMER, DIRECTOR

IOWA
ARTS
COUNCIL

PRODUCE
IOWA

STATE HISTORICAL
SOCIETY OF IOWA

STATE HISTORICAL
MUSEUM OF IOWA

STATE HISTORICAL
LIBRARY & ARCHIVES

STATE
HISTORIC
SITES

STATE HISTORIC
PRESERVATION
OFFICE OF IOWA

IOWA
HISTORICAL
FOUNDATION

August 18, 2022

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

Dear City of Grimes Officials,

Thank you for your support of the Iowa Historical Foundation through the GC22 Bravo Greater Des Moines Cultural Leadership Grant (CLG) program, which is funded by a portion of the hotel-motel taxes from your city. The Iowa Historical Foundation's mission is to support the State Historical Society of Iowa, which includes the State Historical Museum of Iowa, for programs and initiatives beyond what earned revenue and the Iowa Legislature can provide. The State Historical Museum of Iowa is utilizing these grant funds for the development and implementation of educational programs and resources for the community.

The State Historical Museum has developed numerous online educational programs and resources over the last few years that have been very well received. Because of this, the museum plans to continue offering a diverse programmatic experience through virtual and in-person programs to support both participation options. A few of these offerings include online programs such as *Virtual Exhibit Experiences*, making the State Historical Museum's exhibits more accessible to every classroom in the state through staff-led programs and educator-led resources; *Iowa History 101*, a biweekly webinar series for adults; and a myriad of educator resources, including *Primary Source Sets*, *Read Iowa History*, *Goldie's History Kits* and *Read.Write.Inquire.*, supporting Iowa Core Standards for Social Studies and Literacy. Meanwhile, programs such as the *Young Writers Workshop* and the *National History Day* state contest are once again being delivered in-person and the museum is open for self-guided exploration.

We are extremely grateful for your city's support of the Iowa Historical Foundation, especially in light of the additional challenges presented by the pandemic. This funding is helping the State Historical Museum continue to offer new experiences for the community that would not be possible without the benefit of the Bravo CLG program. If you or other city staff or city council members would like a tour of the museum and/or collections vault, please let us know as we would be happy to provide it.

Sincerely,

Susan Kloewer
Museum Director
State Historical Museum of Iowa

Thank you for
your support!

August 24, 2022

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

Mr. Mayor,

We recently moved to Grimes, despite many people telling us that we would be sorry because the city has little or no zoning and covenants/ordinances, and the rules that Grimes does have are not enforced.

We really like Grimes but would like to see more effort put into making the residential neighborhoods look better. I am enclosing some examples of residences that I and several other residents are curious as to whether anything can be done, or if in fact there are no rules governing these examples.

I apologize for not including my name on this letter, but I and others are afraid of retaliation, as we have seen several instances where people get nasty when someone complains about them. The following addresses (photos attached) are some that we have concerns about:

1855 NE Little Beaver Drive – trailer parked permanently on driveway for over a year
NE Little Beaver & NE Station Crossing Dr – Boat parked on street parking area
1208 NE 21st Street – Trampoline on side yard
1206 NE Main Street – Travel trailer parked permanently on driveway
1413 NE Main Street – Boat parked in driveway

There are hundreds of other examples in Grimes, especially the Heritage neighborhood, which does appear to have guidelines regarding these types of issues. Could you look at these addresses, and at the very least discuss this with the City Council, or have it as a topic at a City Council meeting? From my observations, it appears that many people are concerned about this issue, but people just don't want to start a fight.

We appreciate it if you would give this some consideration.

Respectfully,

Several concerned citizens of Grimes



1413 NE Main Street

Boat has been parked in drive all summer



1206 NE Main Street

Travel trailer - permanently parked in driveway



1208 NE 21st Street

Trampoline in side yard



Corner of NE Little Beaver & NE Station Crossing Drive

Boat has been parked here all summer.



1855 NE Little Beaver Drive

Trailer has been parked in driveway
without being moved for over a year.

TREASURER'S REPORT

CALENDAR 8/2022, FISCAL 2/2023

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	11,574,271.06	154,416.71	610,897.79	200.00-	11,117,590.02
002	LIBRARY FUND	68,419.41	959.02	48,111.22	.00	21,267.21
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,449,181.42	157,108.73	125,400.29	.00	3,480,889.86
112	EMPLOYEE BENEFITS	789,019.70	7,147.96	140,093.30	.00	656,074.32
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	3,075,161.90	204,622.88	.00	.00	3,279,784.78
125	TAX INCREMENT FINANCING	518,148.37	.00	.00	.00	518,148.37
160	HOTEL/MOTEL/ECON DEV	242,153.59	22,360.52	4,249.54	.00	260,264.57
161	ECO DEVELOPMENT REVOLVING	169,414.80	1,069.70	.00	.00	170,484.50
167	RESTRICTED GIFTS	94,322.55	.00	.00	.00	94,322.55
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	994,261.23	.00	.00	.00	994,261.23
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	110,418.26	.00	.00	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	96,863.71-	.00	.00	.00	96,863.71-
309	CP - PARKS	3,240,328.31	.00	.00	.00	3,240,328.31
310	CP - FIRE	200,000.00	.00	.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	499,027.47	.00	.00	.00	499,027.47
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	29,848.97-	206,935.00	935.75	.00	176,150.28
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	86,406.90-	.00	.00	.00	86,406.90-
324	CP-Water Plant Exp 2019	7,972.10-	.00	4,953.34	.00	12,925.44-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	85,004.73-	1,603,762.90	1,614,779.63	.00	96,021.46-
329	NW TERRITORY LIFT STATION	394,788.99	.00	9,134.11	.00	385,654.88
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	989,933.09	.00	49,409.76	.00	940,523.33
332	ROAD USE EQUIPMENT	336,882.00	.00	.00	.00	336,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	576,605.83	.00	6,763.50	.00	569,842.33
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	86,049.58	.00	.00	.00	86,049.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	283,377.65-	.00	.00	.00	283,377.65-
340	ANNUAL SIGNAL IMPROVEMENT	569,750.00	.00	11,660.59	.00	558,089.41

TREASURER'S REPORT
CALENDAR 8/2022, FISCAL 2/2023

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	34,808.10-	.00	791.90	.00	35,600.00-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	22,122.18-	.00	.00	.00	22,122.18-
344	PAVEMENT COND ANALYSIS	76,955.60	.00	.00	.00	76,955.60
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	98,691.70	.00	948.75	.00	97,742.95
347	N SPORTS COMPLEX PARKING	324,505.02-	.00	.00	.00	324,505.02-
348	SPLASH PAD	771,542.05	.00	225,223.17	.00	546,318.88
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	6,879,809.08	.00	350,205.52	.00	6,529,603.56
351	37TH ST IMPROVEMENTS	663,717.35	.00	.00	.00	663,717.35
352	TRL RDG/BEAV/JACOB WTR MN	69,639.33	.00	.00	.00	69,639.33
353	SANI SEWER STUDY	22,505.41	.00	3,666.25	.00	18,839.16
354	ANNUAL PCC PATCHING	750,000.00	.00	.00	.00	750,000.00
355	TRAFFIC SIGNAL EQUIPMENT	75,000.00	.00	.00	.00	75,000.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMLPX IRRIGATION PROJ	31,718.46	.00	.00	.00	31,718.46
358	ANN TRAIL IMPRV & PLAN	205,819.59	.00	.00	.00	205,819.59
359	EMERGENCY WATER MAIN	91,587.25	.00	.00	.00	91,587.25
360	19TH ST WATER MAIN	356,768.84	.00	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	.00	.00	.00	.00	.00
363	WRA SANI SEWER PHASE 3	.00	.00	.00	.00	.00
364	WRA SANI SWR PHS 4	.00	756,106.14	756,106.14	.00	.00
365	WALLACE FARM	1,290,000.00	.00	2,115.90	.00	1,287,884.10
366	JACOB ST OVERLAY PROJ	808,442.64	.00	13,358.90	.00	795,083.74
367	GRIMESPLEX	88,794.30-	.00	85,113.25	.00	173,907.55-
368	TRL RDG/BEAVER WATER MAIN	468,827.06	.00	157,267.86	.00	311,559.20
369	SE 11TH & JAMES	1,800,000.00	.00	.00	.00	1,800,000.00
370	19th & Gateway signal	300,000.00	.00	.00	.00	300,000.00
371	11TH & GATEWAY SIGNAL	300,000.00	.00	.00	.00	300,000.00
372	N JORDAN WELL REPAIRS	.00	.00	.00	.00	.00
373	BLDG ACCESS CONTROL PROJ	200,000.00	.00	.00	.00	200,000.00
374	WATER PRODUCTION PROJECTS	.00	1,106,768.83	.00	.00	1,106,768.83
399	EQUIP REVOLVING PROGRAM	.00	.00	.00	.00	.00
600	WATER	8,490,244.79	709,994.52	219,207.06	66.67-	8,980,965.58
601	WATER DEPOSITS	209,356.87	11,286.35	4,821.07	.00	215,822.15
602	WATER SINKING	637,613.21	.00	.00	.00	637,613.21
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,420,247.39	346,781.70	340,670.15	66.66-	6,426,292.28
611	SEWER SINKING	814,678.70	.00	.00	.00	814,678.70
670	LANDFILL/GARBAGE	562,903.02	63,013.74	22,039.31	.00	603,877.45
740	STORM WATER	2,685,700.20	66,430.37	24,936.71	.00	2,727,193.86
750	GRIMESPLEX	349,900.00	.00	135.00	.00	349,765.00
Report Total		64,812,763.51	5,418,765.07	4,832,995.76	333.33-	65,398,199.49

BALANCE SHEET

CALENDAR 8/2022, FISCAL 2/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	456,961.61-	6,437,432.92
002-000-1110	CASH - LIBRARY	47,152.20-	21,267.21
110-000-1110	CASH - ROAD USE	31,708.44	3,480,889.86
112-000-1110	CASH - EMPLOYEE BENEFITS	130,020.53-	649,670.95
121-000-1110	CASH - LOCAL OPTION SALES TAX	204,622.88	3,279,784.78
125-000-1110	CASH - TIF		518,148.37
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	18,110.98	260,264.57
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	170,484.50
167-000-1110	CASH - LIBRARY RESTRICTED GIFT		94,322.55
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE		990,855.21
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		110,418.26
308-000-1110	CASH-CP SW COUNTY LINE ROAD		96,863.71-
309-000-1110	CASH - CP - PARKS		3,240,328.31
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE		499,027.47
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP	205,999.25	176,150.28
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019		86,406.90-
324-000-1110	CASH- WATER PLANT EXP 2019	4,953.34-	12,925.44-
328-000-1110	CASH-WRA SANI SEWER PHASE 1	11,016.73-	96,021.46-
329-000-1110	NW TERRITORY LIFT STATION CASH	9,134.11-	385,654.88
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION	49,409.76-	940,523.33
332-000-1110	CASH-ROAD USE EQUIPMENT		336,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	6,763.50-	569,842.33
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		86,049.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		283,377.65-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	11,660.59-	558,089.41
341-000-1110	HWY 44 STUDY CASH	791.90-	35,600.00-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
343-000-1110	JAMES ST CORRIDOR STUDY CASH		22,122.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS		76,955.60
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION	948.75-	97,742.95
347-000-1110	CASH N SPORTS COMPLEX PARKING		324,505.02-
348-000-1110	CASH SPLASH PAD	225,223.17-	546,318.88
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	350,205.52-	6,529,603.56
351-000-1110	CASH 37TH ST IMPROVEMENTS		663,717.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN		69,639.33
353-000-1110	CASH SANI SEWER STUDY	3,666.25-	18,839.16
354-000-1110	CASH ANNUAL PCC PATCHING		750,000.00

BALANCE SHEET
CALENDAR 8/2022, FISCAL 2/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		75,000.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH		31,718.46
358-000-1110	ANN TRAIL IMP & PLANN CASH		205,819.59
359-000-1110	EMERGENCY WATER MAIN CASH		91,587.25
360-000-1110	19TH ST WATER MAIN CASH		356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
365-000-1110	WALLACE FARM CASH	2,115.90-	1,287,884.10
366-000-1110	JACOB ST OVERLAY CASH	13,358.90-	795,083.74
367-000-1110	GRIMESPLEX CASH	85,113.25-	173,907.55-
368-000-1110	TRL RDG/BEAVER WTR MAIN CASH	157,267.86-	311,559.20
369-000-1110	SE 11TH & JAMES CASH		1,800,000.00
370-000-1110	19TH & GATEWAY SIGNAL CASH		300,000.00
371-000-1110	11TH & GATEWAY SIGNAL CASH		300,000.00
373-000-1110	BLDG ACCESS CONT PROJ CASH		200,000.00
374-000-1110	WTR PRODUCTION PROJECTS CASH	1,106,768.83	1,106,768.83
600-000-1110	CASH - WATER	489,195.94	6,293,494.01
601-000-1110	CASH - WATER DEPOSITS	6,465.28	213,391.45
602-000-1110	CASH - WATER SINKING		637,613.21
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	5,810.73	3,221,509.32
611-000-1110	CASH - SEWER SINKING		814,678.70
670-000-1110	CASH - SOLID WASTE	40,974.43	603,877.45
740-000-1110	CASH - STORM WATER	41,486.16	2,680,907.39
750-000-1110	CASH - GRIMESPLEX	135.00-	349,765.00
		-----	-----
	CASH TOTAL	586,313.75	54,767,261.30
112-000-1111	CASH - FLEX	2,924.85-	6,403.37
		-----	-----
	CASH TOTAL	2,924.85-	6,403.37
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
		-----	-----
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
		-----	-----
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
		-----	-----
	RESERVES TOTAL	.00	16,218.47

BALANCE SHEET
CALENDAR 8/2022, FISCAL 2/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	90.04	58,646.71
200-000-1150	CASH - IPAIT		3,406.02
	CASH - IPAIT TOTAL	90.04	62,052.73
600-000-1160	SAVINGS - WATER TAPPING	179.92	990,364.12
740-000-1160	SAVINGS - STORM WATER	7.50	46,286.47
	SAVINGS TOTAL	187.42	1,036,650.59
610-000-1161	SAVINGS - SEWER TAPPING	234.16	1,036,213.12
	SAVINGS - RACCOON TOTAL	234.16	1,036,213.12
600-000-1162	SAVINGS - VISION	1,344.93	1,056,394.78
	SAVINGS - VISION TOTAL	1,344.93	1,056,394.78
601-000-1170	WATER DEPOSIT CD 25712		2,430.70
	CD'S - CITY STATE TOTAL	.00	2,430.70
001-000-1171	CEMETERY CD 1 304927		31,591.49
001-000-1172	CEMETERY CD 3 222910	190.53	20,211.26
001-000-1173	CEMETERY CD 12014736		20,666.95
	CD'S BANKERS TRUST TOTAL	190.53	72,469.70
001-000-1174	CD# 12510837 - GENERAL		2,106,670.19
	CD# 12510837 - GENERAL TOTAL	.00	2,106,670.19
001-000-1175	CD# 12396252 - GENERAL		2,106,670.19
	CD# 12396252 - GENERAL TOTAL	.00	2,106,670.19
610-000-1178	CHARTER SEW TAP CD		2,077,034.11

BALANCE SHEET
CALENDAR 8/2022, FISCAL 2/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CHARTER SEW TAP CD TOTAL	.00	2,077,034.11
	TOTAL CASH	=====	=====
		585,435.98	65,398,199.49
		=====	=====

BUDGET REPORT
CALENDAR 8/2022, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,423,248.00	115,821.83	227,233.83	15.97	1,196,014.17
	FIRE TOTAL	739,308.00	49,955.92	115,489.63	15.62	623,818.37
	AMBULANCE TOTAL	1,963,748.00	103,727.75	261,568.09	13.32	1,702,179.91
	BUILDING INSPECTIONS TOTAL	1,687,039.00	113,899.41	278,279.48	16.50	1,408,759.52
	PUBLIC SAFETY TOTAL	5,813,343.00	383,404.91	882,571.03	15.18	4,930,771.97
	ROADS, BRIDGES, SIDEWALKS TOTA	2,876,976.00	210,972.36	564,687.86	19.63	2,312,288.14
	STREET LIGHTING TOTAL	252,500.00	15,580.89	16,582.45	6.57	235,917.55
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	1,779.50	1,984.50	5.67	33,015.50
	SNOW REMOVAL TOTAL	384,380.00	4,312.10	7,260.21	1.89	377,119.79
	PUBLIC WORKS TOTAL	3,548,856.00	232,644.85	590,515.02	16.64	2,958,340.98
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	.00	.00	8,000.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	.00	.00	8,000.00
	LIBRARY TOTAL	1,056,876.00	59,615.78	143,991.26	13.62	912,884.74
	PARKS TOTAL	689,250.00	81,610.46	121,949.73	17.69	567,300.27
	NORTH COMPLEX TOTAL	50,000.00	1,434.53	2,091.28	4.18	47,908.72
	SOUTH COMPLEX TOTAL	50,000.00	5,575.06	6,500.99	13.00	43,499.01
	RECREATION TOTAL	313,745.00	31,857.87	90,755.75	28.93	222,989.25
	REC - YOUTH PROGRAMS TOTAL	45,000.00	1,497.65	7,617.93	16.93	37,382.07
	REC - ADULT PROGRAMS TOTAL	6,600.00	.00	.00	.00	6,600.00
	CEMETERY TOTAL	65,029.00	190.00	190.00	.29	64,839.00
	GCC-GRIMES COMM COMPLEX TOTAL	273,133.00	12,428.24	20,282.65	7.43	252,850.35
	GRIMESPLEX TOTAL	368,500.00	.00	.00	.00	368,500.00
	CULTURE & RECREATION TOTAL	2,918,133.00	194,209.59	393,379.59	13.48	2,524,753.41
	ECONOMIC DEVELOPMENT TOTAL	4,170,806.00	4,249.54	28,183.30	.68	4,142,622.70
	COMMUNITY & ECONOMIC DEV TOTA	4,170,806.00	4,249.54	28,183.30	.68	4,142,622.70
	MAYOR/COUNCIL/CITY MGR TOTAL	319,624.00	19,091.39	51,753.93	16.19	267,870.07
	CLERK/TREASURER/ADM TOTAL	740,799.00	58,682.65	134,048.87	18.10	606,750.13
	ELECTIONS TOTAL	28,500.00	4,000.00	4,000.00	14.04	24,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	1,898.13	36,425.64	14.99	206,574.36
	CITY HALL/GENERAL BLDGS TOTAL	311,200.00	11,687.07	22,226.87	7.14	288,973.13
	TORT LIABILITY TOTAL	49,000.00	.00	.00	.00	49,000.00
	IT TOTAL	318,296.00	18,211.37	41,230.01	12.95	277,065.99
	OTHER GENERAL GOVERNMENT TOTA	31,906.00	672.64	1,256.94	3.94	30,649.06
	GENERAL GOVERNMENT TOTAL	2,042,325.00	114,243.25	290,942.26	14.25	1,751,382.74

BUDGET REPORT
CALENDAR 8/2022, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	797,270.00	.00	600.00	.08	796,670.00
	2007 BOND TOTAL	278,582.00	.00	.00	.00	278,582.00
	2012 BOND TOTAL	361,460.00	.00	.00	.00	361,460.00
	2015 BOND TOTAL	861,063.00	.00	.00	.00	861,063.00
	2017A BOND TOTAL	573,632.00	.00	.00	.00	573,632.00
	2017 REFINANCING BOND TOTAL	576,075.00	.00	.00	.00	576,075.00
	2020 GO BOND TOTAL	661,500.00	.00	600.00	.09	660,900.00
	2021 A GO BOND TOTAL	729,200.00	.00	600.00	.08	728,600.00
	2021 B GO LOST BOND TOTAL	253,750.00	.00	600.00	.24	253,150.00
	2022A BOND TOTAL	669,475.00	.00	.00	.00	669,475.00
	DEBT SERVICE TOTAL	5,762,007.00	.00	2,400.00	.04	5,759,607.00
	BUILDING INSPECTIONS TOTAL	28,500.00	.00	.00	.00	28,500.00
	ROADS, BRIDGES, SIDEWALKS TOTA	3,965,000.00	20,914.30	20,914.30	.53	3,944,085.70
	STREET LIGHTING TOTAL	1,200,000.00	11,660.59	11,660.59	.97	1,188,339.41
	LIBRARY TOTAL	6,800,000.00	350,205.52	457,309.74	6.73	6,342,690.26
	PARKS TOTAL	3,200,000.00	228,287.82	240,745.77	7.52	2,959,254.23
	GCC-GRIMES COMM COMPLEX TOTAL	600,000.00	.00	.00	.00	600,000.00
	GRIMESPLEX TOTAL	.00	85,113.25	85,113.25	.00	85,113.25-
	CITY HALL/GENERAL BLDGS TOTAL	30,000.00	.00	.00	.00	30,000.00
	WATER TOTAL	2,250,000.00	162,221.20	411,244.14	18.28	1,838,755.86
	SEWER/SEWAGE DISPOSAL TOTAL	39,375,000.00	2,433,095.89	4,173,916.75	10.60	35,201,083.25
	STORM WATER TOTAL	155,300.00	935.75	935.75	.60	154,364.25
	CAPITAL PROJECTS TOTAL	57,603,800.00	3,292,434.32	5,401,840.29	9.38	52,201,959.71
	WATER TOTAL	5,075,215.00	224,028.13	434,717.18	8.57	4,640,497.82
	SEWER/SEWAGE DISPOSAL TOTAL	4,241,883.00	340,670.15	763,861.32	18.01	3,478,021.68
	LANDFILL/GARBAGE TOTAL	907,981.00	22,039.31	63,937.60	7.04	844,043.40
	STORM WATER TOTAL	672,871.00	24,936.71	54,423.23	8.09	618,447.77
	SPORTS COMPLEX TOTAL	.00	135.00	135.00	.00	135.00-
	ENTERPRISE FUNDS TOTAL	10,897,950.00	611,809.30	1,317,074.33	12.09	9,580,875.67
	TRANSFERS IN/OUT TOTAL	9,212,301.00	.00	.00	.00	9,212,301.00
	TRANSFER OUT TOTAL	9,212,301.00	.00	.00	.00	9,212,301.00
	TOTAL EXPENSES	101,977,521.00	4,832,995.76	8,906,905.82	8.73	93,070,615.18

REVENUE REPORT

CALENDAR 8/2022, FISCAL 2/2023

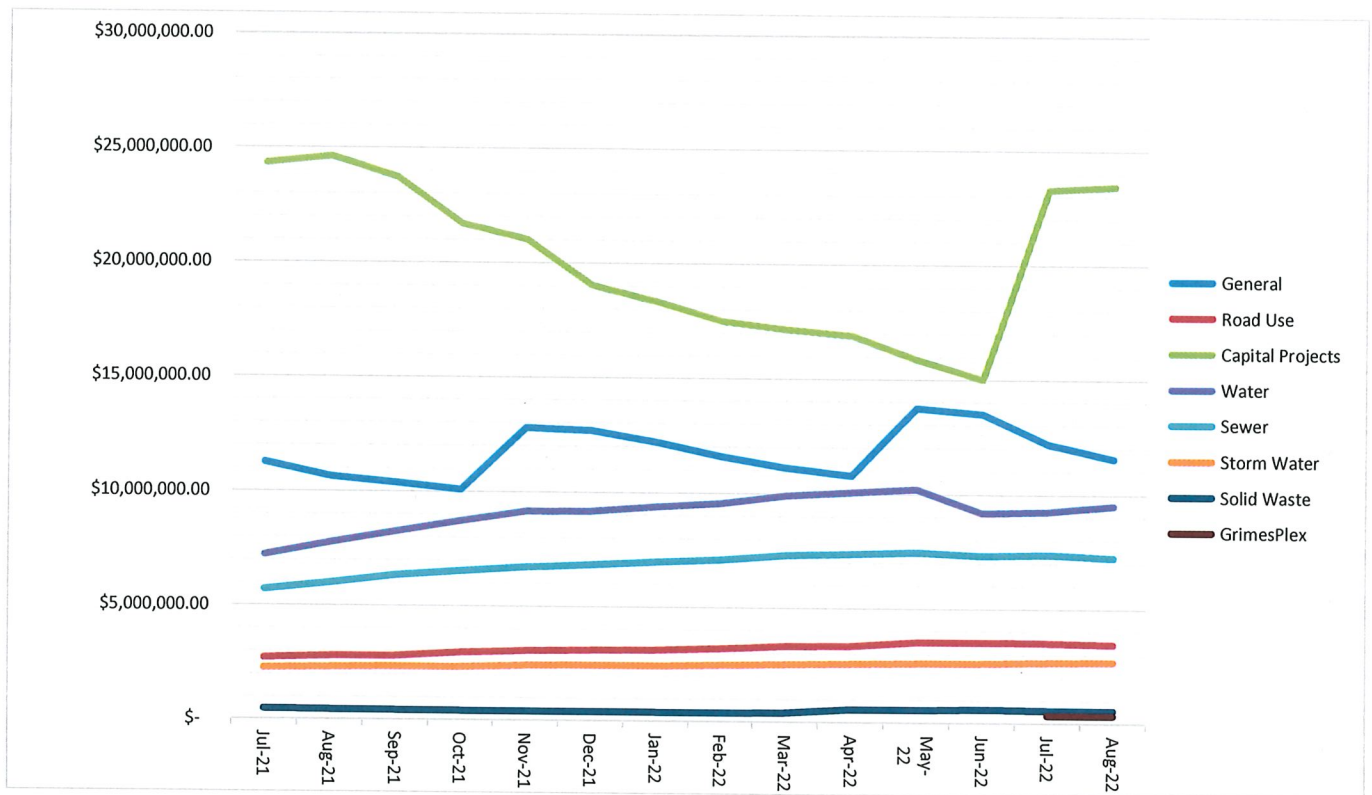
PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,951,672.00	154,416.71	305,543.39	2.56	11,646,128.61
	LIBRARY FUND TOTAL	909,044.00	959.02	11,635.94	1.28	897,408.06
	ROAD USE TAX TOTAL	1,946,835.00	157,108.73	320,055.70	16.44	1,626,779.30
	EMPLOYEE BENEFITS TOTAL	2,094,615.00	7,147.96	16,601.64	.79	2,078,013.36
	LOCAL OPTION SALES TAX TOTAL	2,709,705.00	204,622.88	440,999.06	16.27	2,268,705.94
	TAX INCREMENT FINANCING TOTAL	6,772,510.00	.00	6,503.06	.10	6,766,006.94
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	22,360.52	22,360.52	32.41	46,639.48
	ECO DEVELOPMENT REVOLVING TOTA	12,836.00	1,069.70	2,139.40	16.67	10,696.60
	RESTRICTED GIFTS TOTAL	4,000.00	.00	.00	.00	4,000.00
	DEBT SERVICE TOTAL	5,847,383.00	.00	3,394.56	.06	5,843,988.44
	CP - GRIMES COMMUNITY COM TOTA	500,000.00	.00	.00	.00	500,000.00
	KENNYBROOK PK WQI IMPRV TOTAL	.00	206,935.00	306,935.00	.00	306,935.00-
	WRA SANI SEWER PHASE 1 TOTAL	10,750,000.00	1,603,762.90	3,158,044.22	29.38	7,591,955.78
	ROAD USE EQUIPMENT TOTAL	300,000.00	.00	.00	.00	300,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	600,000.00	.00	.00	.00	600,000.00
	JAMES ST CORRIDOR STUDY TOTAL	1,800,000.00	.00	.00	.00	1,800,000.00
	TRL RDG/BEAV/JACOB WTR MN TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	600,000.00	.00	.00	.00	600,000.00
	ANN TRAIL IMPRV & PLAN TOTAL	200,000.00	.00	.00	.00	200,000.00
	19TH ST WATER MAIN TOTAL	1,105,000.00	.00	.00	.00	1,105,000.00
	WRA SANI SWR PHASE 2 TOTAL	11,500,000.00	.00	.00	.00	11,500,000.00
	WRA SANI SEWER PHASE 3 TOTAL	7,275,000.00	.00	.00	.00	7,275,000.00
	WRA SANI SWR PHS 4 TOTAL	7,000,000.00	756,106.14	1,358,159.29	19.40	5,641,840.71
	WALLACE FARM TOTAL	1,200,000.00	.00	.00	.00	1,200,000.00
	JACOB ST OVERLAY PROJ TOTAL	900,000.00	.00	.00	.00	900,000.00
	WATER PRODUCTION PROJECTS TOTA	.00	1,106,768.83	1,106,768.83	.00	1,106,768.83-

REVENUE REPORT
CALENDAR 8/2022, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	EQUIP REVOLVING PROGRAM TOTAL	300,000.00	.00	.00	.00	300,000.00
	WATER TOTAL	5,568,549.00	709,994.52	1,183,646.88	21.26	4,384,902.12
	WATER DEPOSITS TOTAL	15,000.00	11,286.35	18,026.35	120.18	3,026.35-
	WATER SINKING TOTAL	2,060,261.00	.00	.00	.00	2,060,261.00
	SEWER TOTAL	4,296,137.00	346,781.70	643,227.44	14.97	3,652,909.56
	SEWER SINKING TOTAL	326,505.00	.00	.00	.00	326,505.00
	LANDFILL/GARBAGE TOTAL	907,981.00	63,013.74	111,129.56	12.24	796,851.44
	STORM WATER TOTAL	779,790.00	66,430.37	129,085.84	16.55	650,704.16
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		91,051,823.00	5,418,765.07	9,144,256.68	10.04	81,907,566.32
		=====	=====	=====	=====	=====



CITY OF GRIMES CLAIMS 09/13/22

CENTRAL PUMP AND MOTOR	REPAIR BLOWER IN RM #4	770.13
D&K PRODUCTS	CHEMICALS FOR PARKS	3,710.88
ABSOLUTE CONCRETE CONSTRUCTION	CO LINE RD INTERSECT IMPROVE 7	24,076.80
A KINGS THRONE LLC	PORTABLE RESTROOM KENNYBROOK	187.95
ALLIANCE CONST. GROUP	GRIMESPLEX	1,170,915.06
ALLENDER BUTZKE ENGINEERS	LIBRARY ENGINEERING FEES	3,990.28
EUROFINS TESTAMERICA	WATER LAB TESTING	1,754.00
BAKER & TAYLOR	MATERIALS - LIBRARY	1,172.28
BANKERS TRUST COMPANY	ANDERSON CONFERENCE	16.84
BLACK HILLS ENERGY	GAS	616.70
BLACKBURN MFG. CO.	UTILITY LOCATING FLAGS	559.00
BOMGAARS	SUPPLIES AND TOOLS - ALL DEPTS	724.19
KOHLES & BACH, INC	SERVICE AGREEMENT-CH	175.00
BUSINESS PUBLICATIONS	DSM BUSINESS RECORD - JAKE	74.95
CITY OF URBANDALE	SHARED TRAFFIC SIGNALS	227.50
CENTRAL IOWA MECHANICAL	CLEANED BELTS, COILS & FILTERS	2,745.00
CIVIL DESIGN ADVANTAGE	GRIMES PLEX	99,482.25
COLLECTION SERVICES CENTER	CHILD SUPPORT	2,756.84
CORE & MAIN	REPAIRS AND MATERIALS	536.14
COOK PLUMBING CORP	TOILET REPAIR MEN'S RESTROOM	245.18
CTI READY MIX	CONCRETE FOR STREETS	2,132.50
CULLIGAN WATER COND.	WATER COOLER - LIBRARY	9.95
DALLAS CENTER/GRIMES SCHOOLS	SUMMER ADVENTURES TRANSPORTATION	1,113.25
CLYCE, SCOTT	CELL PHONE REIMBURSEMENT REPRINT	150.00
HOME DEPOT CREDIT SERVICE	TOOLS	45.40
FINISH LINE AUTO WORKS	ENGINEER 2021 DURANGO DAMAGE	437.90
HACH COMPANY	LAB CHEMICALS, SUPPLIES	2,726.40
HAWKINS INC.	CHEMICALS FOR WATER	20,319.46
HOOPLA	MATERIALS - LIBRARY	973.69
HOTSY CLEANING SYSTEMS, INC	SCHEDULED MAINTENANCE	474.64
RELIANT FIRE APPARATUS	E371 REPAIR BROKEN CHAMBER	1,797.45
RELIANT GASES, LTD	BULK CO2	1,438.34
INTERNATIONAL ASSOC. OF FIRE CHIEFS	FIRE CHIEFS MEMBERSHIP	215.00
IMWCA	INSTALLMENT 3 WORK COMP 22/23	10,679.00
IOWA DEPT OF REVENUE	WATER EXCISE/SALES/PAYROLL TAXES	60,412.50
INTEGRATED PRINT SOLUTIONS	FALL/WINTER PROGRAM GUIDE	8,186.84
IOWA ONE CALL	LOCATES	448.80
IOWA PRISON INDUSTRIES	SIGN BLANKS	1,546.00
IPERS	IPERS- REGULAR	65,966.18
IOWA SIGNAL INC	DCG HS SIGNAL	260.00
IOWA STATE UNIVERSITY	DEV SERVICES COORDINATOR MPI	144.00
KLINE ELECTRIC INC	LIGHTING AND ELECTRIC REPAIRS	5,358.80
LEAF	COPIER CONTRACT - DS	303.59
LIBERTY READY MIX	CONCRETE	7,431.00
LOGAN CONTRACTORS SUPPLY	CONCRETE SUPPLIES	2,459.40
LOGOED APPAREL & PROMOTION	CLOTHING - FEICK	316.94
METRO WASTE AUTHORITY	JULY GARBAGE, STICKERS, CURB IT	82,258.42
MIDAMERICAN ENERGY	ELECTRIC	61,646.11
MISSISSIPPI LIME CO.	QUICKLIME	6,196.80
MOBILE BEACON	LIBRARY HOTSPOT RENEWALS	1,200.00
MTI DISTRIBUTING INC.	IRRIGATION REPAIRS	880.38
MUNICIPAL SUPPLY, INC.	WATER METERS, RADIO READERS, MXUs	15,276.50
O'HALLORAN INTERNATIONAL	GEOTAB SOFTWARE AND DOT INSPECTIONS	1,080.61
OFFICE DEPOT	OFFICE SUPPLIES	575.91
TRUE VALUE	KEYS, SUPPLIES - WATER AND LIBRARY	470.11
PETERSON PEST & TERMITES	PEST CONTROL	35.00
PLUMB SUPPLY CO. - DM	TOILET VALVE	428.10
ARNOLD MOTOR SUPPLY	TRAILER REPAIR	96.55
RACOM CORPORATION	RADIO ACCESS	709.78
TITAN MACHINERY	SKIDLOADER REPAIR	550.98

SHRED-IT USA	CH SHREDDING	612.39
STAR EQUIPMENT LTD.	DEHUMIDIFIER RENTAL	240.00
STRAUSS SAFE & LOCK CO.	SOUTH DOOR LATCH REPAIR	162.00
THORPE WATER DEVELOPMENT	GLENSTONE DISCONNECTS	50.00
TOMPKINS INDUSTRIES INC.	VEHICLE AND EQUIPMENT SUPPLIES	1,732.38
TRIPLETT OFFICE ESSENTIAL	STAFF ENGINEER CHAIR	350.00
UNIQUE MANAGEMENT SERVICE	COLLECTION SERVICES - LIBRARY	34.95
UNITED CONTRACTORS, INC	CONCRETE BACKFILL	1,584.96
CINTAS FIRST AID & SAFETY	SAFETY CABINETS	680.30
USA BLUE BOOK	WASTE BAGS, RUBBER GLOVES,SUPPLIES	1,228.02
VERIZON WIRELESS	CELL PHONES & HOT SPOTS	325.09
VEENSTRA AND KIMM, INC.	WRA CONNECTOR	82,131.55
VAN MAANEN ELECTRIC, INC	GRIMES PUBLIC LIBRARY	32,969.14
WHITFIELD & EDDY	CITY OF GRIMES - GENERAL	24,794.10
WILLIAMS SCOTSMAN, INC	MOBILE OFFICE-FD	376.45
ELM USA	DISC BUFFER - LIBRARY	25.00
CENTURY LINK	PHONE	124.24
GALLS, LLC	LS DRESS SHIRT - FORD	147.28
ROGNES CORP	WRA CONNECTOR - CONTRACT 3	248,097.25
EFTPS	FED/FICA TAX	102,636.19
KANOPY INC	MATERIALS - LIBRARY	40.00
CSG FORTE PAYMENTS, INC	CC FEES	5,525.23
POLK CO TREASURER	AUGUST CONTRACT 2022-POLICE	115,821.83
GWORKS	PO REPORT CHANGES	600.00
DES MOINES ASPHALT & PAVEMENT	ASPHALT STREET REPAIR	287.28
MENARDS GRIMES	SUPPLIES AND TOOLS - ALL DEPTS	1,699.97
MI-FIBER, LLC	INTERNET	472.80
GRANGER MOTORS	C389 OIL CHANGE, MAINTENANCE	1,020.71
POMP'S TIRE SERVICE	FRONT TIRES FOR A384	554.00
BULK TRANSPORT CO EAST	DELIVERY OF LIME	5,380.07
COPY SYSTEMS INC	FD COPIER CONTRACT & COLOR	41.18
GETTYS, NATHAN	CELL PHONE REIMBURSEMENT REPRINT	150.00
DAIMLER TRUCKS N AMERICA	DAIMLER TIF FY22 REPRINT	140,429.00
SHANK CONSTRUCTORS INC	WRA CONNECTOR - CONTRACT 4	949,547.80
VOYA	DEFER COMP PRE	7,226.92
TENNAL MIKLANNET	VB CAMP 8-29-22 TO 8-31-22	675.00
AIG	DEFER COMP PRE	765.00
HORACE MANN	DEFER COMP ROTH	550.00
MASSMUTUAL	DEFER COMP ROTH	1,910.00
CHRISTENSEN DEVELOP 1 LLC	CONSULTING,LIBRARY PROJECT	10,000.00
NILLES ASSOCIATES	OUTLET REPAIRS, KENNYBRK S DETENTION	12,375.00
LUMEN CENTURY LINK	PHONE	727.39
MITEL	PHONES	2,129.20
LIFETIME ATHLETIC	TENNIS CAMP 8-1-22 TO 8-4-22	1,110.00
ENCODEPLUS, LLC	CODING HERITAGE PUD	360.00
ELECTRIC PUMP	REPAIR OF HEARTLAND LFT PUMP	352.00
REDBUD LLC	LANDSCAPING SERVICES	3,015.00
GROUP CREATIVE SERVICES	SPLASHPAD PLANNING	4,000.00
MICROMARKETING LLC	MATERIALS - LIBRARY	123.67
ANKENY SANITATION	AUGUST GARBAGE & RECYCLE	2,027.75
WAUKEE POWER EQUIPMENT	NEW BLADES P-417	101.38
GRAPHITE CONSTRUCTION GRP	GRIMES PUBLIC LIBRARY	10,497.50
RENEWABLE ENERGY GROUP	FUEL	7,920.99
CORELL CONTRACTOR	GRIMES PUBLIC LIBRARY	225,138.60
EBS	SEPTEMBER PREMIUMS	75,663.03
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	13,959.83
HALBROOK EXCAVATING, INC	SE JACOB ST RECON & STORM SWR	95,089.78
SYNERGY CONTRACTING LLC	SE TRAIL RIDGE WATER MAIN #3	164,531.70
HENSLEY, KEVIN	TRAVEL REIMB/PER DIEM -CONFERENCE	708.20
JM IMPRESSIONS	PROGRAM GUIDE DESIGN	1,650.00
MONOPRICE INC	NETWORK CABLES	219.59
THE WEITZ COMPANY	GRIMES PUBLIC LIBRARY	59,938.04

CENTRAL IOWA OFFICIALS	AUGUST 28 OFFICIALS	280.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX	9,770.30
SJ LOUIS CONSTRUCTION	WRA CONNECTOR - CONTRACT 1	1,721,837.63
TUCKER, WHITNEY	TRAVEL PER DIEM-CONFERENCE	158.75
S.M. HENTGES & SONS INC	WRA CONNECTOR - CONTRACT 2	322,598.34
KINZLER CONSTRUCTION SVC	SOUTH DOOR & #3 REPAIRS	2,301.50
CITY OF GRIMES HSA	HSA DEDUCTION	450.00
AETNA	REFUND AMBULANCE FEES	597.04
CINCINNATI INSURANCE	BLDRS RISK INSURANCE NEW LIB	5,813.00
SPORTS FACILITIES DEVELOP	GRIMESPLEX PLANNING-PAYMENT #3	29,333.00
COGLEY LLC	WALLACE BUILDINGS DEMOLITION 1	50,000.00
72 DEGREES COMFORT CO	PERMIT REFUND	225.00
JASON YOUNG PLUMBING	OVERPAYMENT REFUND	225.00
CLARKSON, HARRY	BOA REFUND - DID NOT GO	150.00
EDWARDS ENTERPRISES INC	FIRE STATION PLUMBING AND BLDG MAINT.	5,366.40
PROFESSIONAL SNOWFIGHTERS	ANNUAL MEMBERSHIP FEE-HENSLEY	500.00
CITY OF WAUKEE	1 METERS"	1,885.08
BRIGHTLINE CUSTOM BLINDS	DOWNPMT COUNCIL CHAMBER BLINDS	1,260.00
HOPE K FARMS LLC MISC	MANAGEMENT FEES	430,023.96
DEPOSIT REFUNDS	REFUND DATE 09/07/2022	4,908.08
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	284,085.42
	CLAIMS TOTAL	6,975,894.48
	GENERAL FUND	566,806.34
	LIBRARY FUND FUND	49,750.12
	ROAD USE TAX FUND	56,387.76
	EMPLOYEE BENEFITS FUND	70,269.00
	TAX INCREMENT FINANCING FUND	140,429.00
	KENNYBROOK PK WQI IMPRV FUND	3,017.50
	WRA SANI SEWER PHASE 1 FUND	1,806,742.18
	HWY44 & COUNTY LN RD 2020 FUND	27,892.11
	GRIMES LIBRARY BLDG FUND FUND	344,531.25
	WRA SANI SWR PHASE 2 FUND	322,598.34
	WRA SANI SEWER PHASE 3 FUND	248,097.25
	WRA SANI SWR PHS 4 FUND	949,547.80
	WALLACE FARM FUND	50,000.00
	JACOB ST OVERLAY PROJ FUND	95,089.78
	GRIMESPLEX FUND	1,729,754.27
	TRL RDG/BEAVER WATER MAIN FUND	164,531.70
	WATER FUND	137,909.23
	WATER DEPOSITS FUND	4,908.08
	SEWER FUND	96,323.79
	LANDFILL/GARBAGE FUND	84,901.06
	STORM WATER FUND	26,407.92
		6,975,894.48
AUGUST MONTHLY REVENUE	GENERAL FUND	154,416.71
	LIBRARY FUND	959.02
	ROAD USE TAX FUND	157,108.73
	EMPLOYEE BENEFITS FUND	7,147.96
	LOCAL OPTION SALES TAX FUND	204,622.88
	HOTEL/MOTEL FUND	22,360.52
	ECONOMIC DEV REV LOAN FUND	1,069.70
	CAPITAL PROJECTS FUND	3,673,572.87
	WATER FUND	721,280.87
	SEWER FUND	346,781.70
	LANDFILL/GARBAGE FUND	63,013.74
	STORM WATER FUND	66,430.37
		5,418,765.07



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of September 13, 2022

AGENDA HEADING: Resolution authorizing the increase of the speed limit on a portion of NE Gateway Drive from 25 MPH to 30 MPH.

SYNOPSIS: The City of Grimes opened the NE Gateway Dr. gap just north of E 1st St. a couple of years ago. When it first opened, we set the speed limit on NE Gateway Dr. to 25 MPH from E 1st St. to NE Beaverbrooke Blvd. since that will most likely be the desired speed limit when the adjacent area gets fully developed. The area has some development that has occurred but remains open and we have received some complaints about the posted speed limit in that area. This prompted us to take a step back and look at the overall NE Gateway Dr. corridor from E 1st St. to NE Beaverbrooke Blvd.

Snyder & Associates previously completed a traffic impact study for the Hope Commercial district area, so we asked them to complete a more in-depth speed study of NE Gateway Dr. in this area. They looked at the NE Gateway Dr. street design elements and gathered some actual speed data from the corridor to develop a technical memorandum with speed limit recommendations. The analysis found that due to street vertical and horizontal alignment, the speed limit from E 1st St. to the future intersection of the NE Heritage Dr. should remain 25 MPH. It also found that the speed limit from the future intersection of NE Heritage Dr. to NE Beaverbrooke Blvd. could be increased to 30 MPH. An additional recommendation was to get the rest of the pavement markings installed along the corridor, which we already had in motion with Public Works.

If the City Council approves the resolution, the Public Works Department will make speed limit sign adjustments necessary to increase the speed to 30 MPH in the abovementioned segment. It should also be noted that this speed limit change may need to be revisited in the future and readjusted back to 25 MPH when the area fully develops.

FISCAL IMPACT: The work will be completed with in-house Public Works staff, so the only additional costs will be related to materials.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S): The Public Health and Safety Advisory Board discussed this item at their September 8th meeting and did not recommend changing the speed limit.

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution.

RESOLUTION AUTHORIZING THE INCREASE OF THE SPEED LIMIT ON A PORTION
OF NE GATEWAY DRIVE FROM 25 MPH TO 30 MPH

Grimes Resolution No.09-1222

WHEREAS, the City of Grimes (Grimes) has completed a traffic impact study of the NE Gateway Drive area between E 1st Street and NE Beaverbrooke Boulevard and further conducted a speed review of NE Gateway Drive along this same segment; and,

WHEREAS, the engineering firm of Snyder & Associates, Inc. (Engineer), conducted the said traffic impact study and speed review and produced a technical memorandum analyzing the street design and speed conditions on said portion of NE Gateway Drive; and,

WHEREAS, Engineer has provided a recommendation from this analysis for an allowable speed limit on said NE Gateway Drive of 25 MPH from E 1st Street to the future intersection of NE Heritage Drive and 30 MPH from the future intersection of NE Heritage Drive to NE Beaverbrooke Boulevard; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the speed limit on NE Gateway Drive shall be changed to 30 MPH from the future intersection of NE Heritage Drive to NE Beaverbrooke Boulevard and the Public Works Department is authorized to make speed limit sign additions and adjustments.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 13th day of September 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING:

Destination Market Plat 7 – Final Plat

SYNOPSIS:

The applicant is requesting approval of a final plat, which will allow for the subdivision of property located at 2125 E 1st Street. The proposed final plat will provide for two development lots approximately 1.00 acre and 1.16 acres in size for the proposed Freddy's and Panera restaurants.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Site Plan for Freddy's and Panera

BOARD/COMMISSION ACTION(S):

Planning and Zoning Commission recommended approval – 01/04/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Destination Market Plat 7 final plat subject to any remaining staff comments and legal review.

RESOLUTION NO. 09-1622

RESOLUTION APPROVING FINAL PLAT OF DESTINATION MARKET PLAT 7 AND
CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Destination Market Plat 7, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by MLY Real Estate, LLC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has filed with the City of Grimes a Declaration of Easements to be recorded with the final plat thereof; and

WHEREAS, the plat of Destination Market Plat 7 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

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

That the plat of Destination Market Plat 7 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Declaration of Easements.

BE IT FURTHER RESOLVED that the required sidewalks within the Plat are not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all easement and other agreements and file the final plat of Destination Market Plat 7, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this 13th day of September 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: January 4, 2022
RE: Destination Market Plat 7 – Final Plat

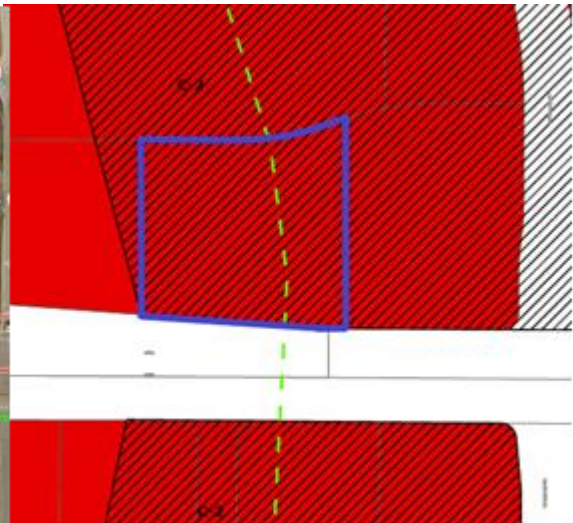
GENERAL INFORMATION:

Applicant:	Bishop Engineering
Requested Action	Final Plat
Location	2125 E 1 st Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial	C-2
North	Commercial	Commercial	C-2
South	Commercial	Commercial	C-2
East	Vacant	Commercial	C-2
West	Commercial	Commercial	C-2

BACKGROUND:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the property. The proposed final plat will provide for two development lots approximately 1.00 acre and 1.16 acres in size for the proposed Freddy's and Panera restaurants.

ANALYSIS:

The final plat layout is consistent with the preliminary plat and will indicate the appropriate easements. The lots can be accessed from two shared driveways, one off of NE Telkay Lane and another off of the private Menard's drive to the west. Pedestrian access is proposed along NE Telkay Lane, East 1st Street, and the private Menards drive. Sanitary and water are provided off of NE Telkay Lane.

STAFF RECOMMENDATION:

Staff would recommend approval of the final plat for Destination Market Plat 7, subject to any remaining staff comments and legal review.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~December 22, 2021~~

~~August 12, 2022~~

September 1, 2022

Bishop Engineering

Attn: Drew Lewis

3501 104th Street

Des Moines, IA 50322

RE: Destination Market Plat 7 Final Plat

Dear Mr. Lewis:

The Development Services Department is in receipt of a proposed Final Plat for the Destination Market Plat 7. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide final plat fee \$2000.~~
- ~~2. Label lot addresses~~
 - ~~a. Lot 1 2103 E 1st St~~
 - ~~b. Lot 2 2151 E 1st St~~
- ~~3. Revise type within the property description. Menards at Destination Market Plat 1.~~
- ~~4. Update zoning to C-2 General and Highway Service Commercial District and Highway 141 Mixed Use Development Corridor District Zone 1.~~
- ~~5. It looks like the measurements along the west property line at the southwest corner of the plat are off a little bit. Please revise.~~
- ~~6. Revise water main easement to match approved site utility design.~~

Legal Comments: ~~Legal documents will need to be submitted and least 2 weeks prior to the desired Council meeting date.~~

- ~~1. Title opinion~~

- ~~2. Consent(s) to Plat~~
 - ~~a. Owner consent~~
 - ~~b. Mortgagee consent (if applicable)~~
- ~~3. Treasurer's Certificate~~
- ~~4. County Subdivision Name Approval~~
- ~~5. Legal description in Word format~~
- ~~6. Easement documents and legal descriptions~~
- ~~7. Declaration and Covenants, Restrictions and Easements~~
- ~~8. Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	December 28, 2021 (1 PDF of Final Plat and Legals)
PLANNING & ZONING:	January 4, 2021 at 5:30
COUNCIL MEETING:	September 13, 2022, 2021 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

5/31/2022 4:03:59 PM L:\LAND PROJECTS 2021\210343 - FREDDY'S GRIMES\DWG\FINAL PLAT.DWG

INDEX LEGEND

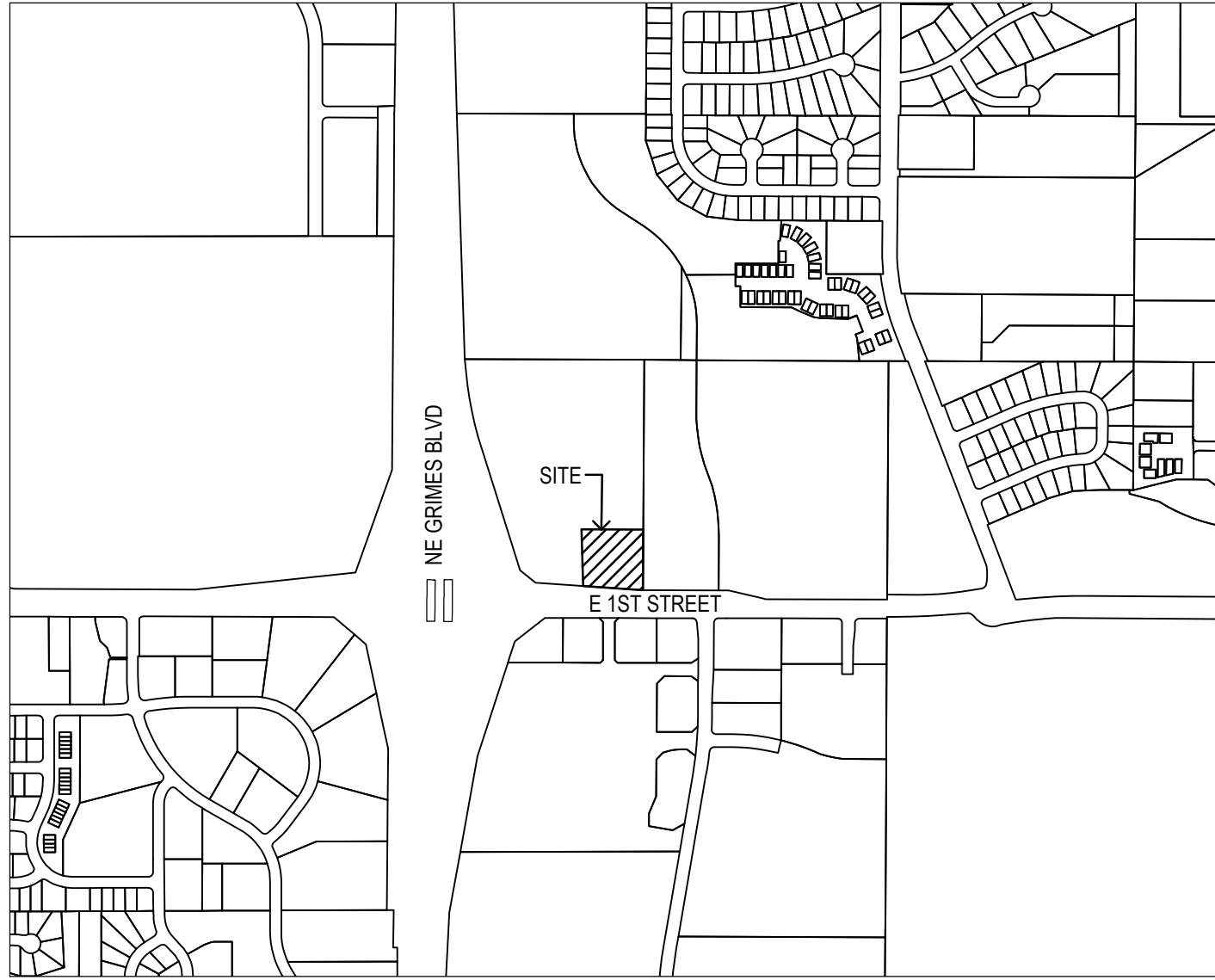
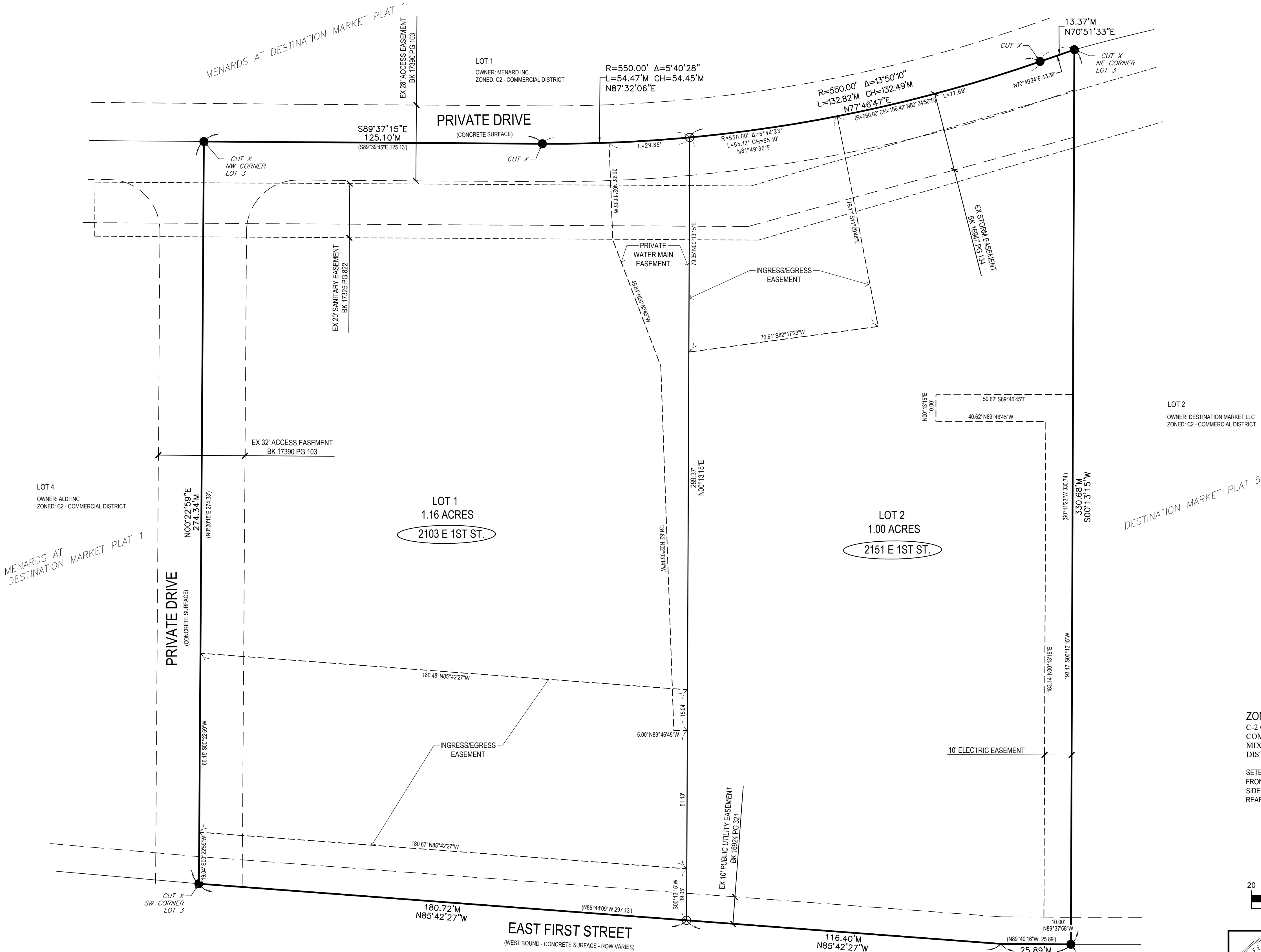
PROPERTY DESCRIPTION:
LOT 3 MENARDS AT
DESTINATION MARKET PLAT 1

OWNER:
MLY REAL ESTATE LLC
1241 PARK PL NE STE C
CEDAR RAPIDS, IA 52402

PREPARED FOR:
MLY REAL ESTATE INC.
ATTN: STEVEN YOUNG

PREPARED BY:
LARRY HYLER PLS
BISHOP ENGINEERING
3501 104TH ST
URBANDALE, IA 50322

DESTINATION MARKET PLAT 7
FINAL PLAT



PROPERTY DESCRIPTION:
LOT 3, MENARDS AT DESTINATION MARKET PLAT 1, AN
OFFICIAL PLAT, GRIMES POLK COUNTY, IOWA.
BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL
EASEMENTS AND RESTRICTIONS OF RECORD.
CONTAINING 2.16 ACRES.

SURVEY NOTES:
THIS PLAT HAS AN ERROR OR CLOSURE OF LESS THAN 1.0 FEET IN 10,000.0 FEET. EACH LOT
WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 5,000.0 FEET.

ALL CORNERS HAVE BEEN PLACED WITH A 3/4 INCH IRON PIPE UNLESS NOTED OTHERWISE. ALL
CORNERS PLACED HAVE A YELLOW PLASTIC IDENTIFICATION CAP NO. 14775.

PARENTHESIS INDICATE A PREVIOUSLY RECORDED DIMENSION.

ADJOINING OWNERS ARE FROM POLK COUNTY ASSESSOR WEBSITE.

LEGEND:

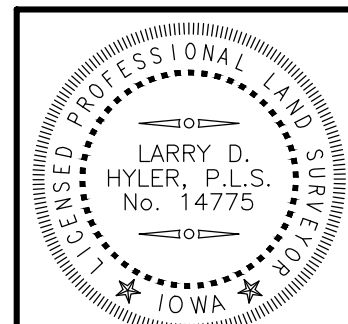
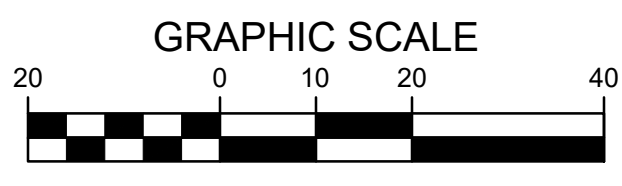
- PROPERTY CORNER - FOUND AS NOTED
- PROPERTY CORNER- PLACED 3/4" IRON PIPE
WITH YELLOW PLASTIC CAP ID #14775
- ⊗ SECTION CORNER - FOUND AS NOTED
- ✕ CUT "X" IN PAVEMENT
- ADDRESS

ZONING:
C-2 GENERAL AND HIGHWAY SERVICE
COMMERCIAL DISTRICT AND HIGHWAY 141
MIXED USE DEVELOPMENT CORRIDOR
DISTRICT ZONE I.

SETBACKS
FRONT: 25 FEET
SIDE: NONE
REAR: 25 FEET

ABBREVIATIONS:

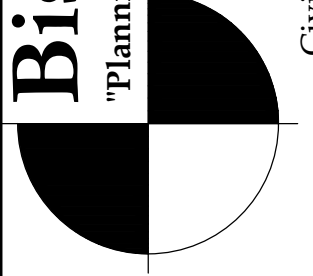
- | | |
|-----|------------------------------|
| AC | ACRES |
| M | MEASURED DIMENSION |
| PUE | PUBLIC UTILITY EASEMENT |
| TYP | TYPICAL |
| N | NORTH |
| S | SOUTH |
| E | EAST |
| W | WEST |
| YPC | YELLOW PLASTIC CAP |
| MPE | MINIMUM PROTECTION ELEVATION |
| SF | SQUARE FOOTAGE |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |



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.

SIGNED: _____ PRELIMINARY _____ DATE: _____
LARRY D. HYLER, P.L.S. 14775
LICENSE RENEWAL DATE: DEC. 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL: _____

Bishop Engineering
"Planning Your Successful Development"



3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

DESTINATION MARKET PLAT 7
GRIMES, IOWA

FINAL PLAT

REFERENCE NUMBER:

DRAWN BY:
DRL

CHECKED BY:

REVISION DATE:

PROJECT NUMBER:
210343

SHEET NUMBER:

1 OF 1

COPYRIGHT 2021 BISHOP ENGINEERING. THIS DOCUMENT AND THE INFORMATION CONTAINED MAY NOT BE
REPRODUCED OR EXCERPTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF BISHOP ENGINEERING.
UNAUTHORIZED COPYING OR DISCLOSURE OF CONSTRUCTION USE ARE PROHIBITED BY COPYRIGHT LAW.



AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: Resolution Terminating Management Agreement

SYNOPSIS: As you may recall, with the original development of the GrimesPlex in 2020, the City of Grimes had agreed to manage and maintain the GrimesPlex, while it was still owned by Hope Development and Realty. With the transition of the GrimesPlex to the City of Grimes, the management agreement is no longer necessary.

As such, staff is recommending that the agreement be terminated.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Management Agreement - 2020

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO.09-0522

WHEREAS, the City of Grimes (Grimes) entered into a Sports Management Agreement with Hope Development & Realty, LLC, (Hope) to provide management of a new sports complex owned by Hope in Grimes; and

WHEREAS, Hope has recently conveyed its ownership of the new sports complex land to Grimes, and the reason and purpose for the Sports Management Agreement has now ended; and

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

1. Grimes and Hope agree that the Sports Management Agreement by terminated pursuant to the terms of the attached termination agreement; and
2. The Mayor and City Clerk are authorized to execute the attached termination agreement on behalf of Grimes.

THIS RESOLUTION PASSED by a vote of ___ to ___ on the ____ day of _____, 2022.

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

SPORTS COMPLEX MANAGEMENT AGREEMENT TERMINATION

The attached Sports Complex Management Agreement ("Agreement") was entered into between the City of Grimes, Iowa, the political subdivision organized into the laws of the State of Iowa (the "City"), and Hope Development & Realty, LLC, an Iowa Limited Liability Company (the "Developer") as of the 27th day of October, 2020 (the "Date of this Agreement").

I. Termination of Agreement – Since the time the Agreement was entered, the Sports Complex has not been completed. As a result, this Agreement has not officially come into legal effect. In addition, the Developer has now conveyed all legal title to the Sports Complex property that was the subject of the Agreement, and as a result, Grimes now owns the property and the Sports Complex Management Agreement is no longer necessary.

II. Consideration – The City performed no services under the Agreement, and as a result, neither party is seeking any type of compensation or consideration for any action, goods, or services that may have been performed by either party under the terms of the Agreement.

III. Mutual Release and Termination of Agreement – The City and the Developer hereby terminate the Sports Complex Management Agreement attached as Exhibit A, effective immediately upon signing, and release each other from any further obligations or legal liability under the terms of the attached Sports Complex Management Agreement.

The provisions set forth above contain all of the terms of this Agreement, and the undersigned confirm that they have read the provisions, have had a change to consult with their legal counsel, understand the provisions, and have the authority to execute this Agreement on behalf of their respective party.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest: _____
Rochelle Williams, City Clerk

Date: _____

HOPE DEVELOPMENT & REALTY, LLC

By: _____
Reza Kargarzadeh

Title: Manager

Date: 09/06/2022



AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: Resolution Accepting Assignment of Lease Agreement

SYNOPSIS: As you may recall, with the original development of the GrimesPlex in 2020, Hope Development and Realty entered into a lease agreement with Sporting Iowa. Sporting Iowa agreed to lease 6 fields within the complex for a total of \$600,000/year. The total term of the lease is 10 years.

With the transition of the GrimesPlex project from Hope Development and Realty, that lease is needing to be assigned to the City of Grimes. Hope Development and Realty has executed the assignment, and Sporting Iowa has attested to it.

As such, staff is recommending that the lease agreement be assigned to the City of Grimes.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 09-0622

RESOLUTION ACCEPTING ASSIGNMENT OF LEASE AGREEMENT

WHEREAS, in November of 2020, Hope Development & Realty LLC (“Hope”) entered into a Field Rental Agreement (“Lease Agreement”) with Mid-Iowa Soccer Academy, LLC d/b/a Sporting Iowa (“Tenant”) for future partial utilization of a 50-Acre multi-sport athletic facility called the “Sports Complex”; and,

WHEREAS, Hope has conveyed legal title of the Sports Complex to the City of Grimes (“Grimes”), and with the transfer of ownership of the property, any of Hope’s leases on the Sports Complex to Grimes; and,

WHEREAS, Hope has executed the attached Assignment of Lease Agreement to transfer to Lease Agreement with the Tenant to Grimes as the new Landlord;

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

The City of Grimes accepts an assignment of the Lease Agreement with the Tenant by Hope to Grimes concerning the Tenant’s future utilization of the Sports Complex, and that the Mayor and City Clerk are authorized to execute the attached Assignment of Lease Agreement on behalf of Grimes.

PASSED AND APPROVED this ____ day of September, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

ASSIGNMENT OF FIELD RENTAL AGREEMENT

THIS ASSIGNMENT is made as of August ____, 2022 (the "Effective Date"), by and between Hope Development & Realty, LLC, an Iowa limited liability company ("Assignor"), and the City of Grimes, Iowa, a municipal corporation ("City").

RECITALS

A. Assignor has entered into that certain Field Rental Agreement (the "Agreement"), dated as of November 17th, 2020 between Hope Development & Realty, LLC, as "Landlord", and Mid-Iowa Soccer Academy, LLC (d/b/a Sporting Iowa), as "Master Soccer Tenant", concerning the 13 field turf sports Complex more particularly described in said Agreement, and depicted on Exhibit A, attached hereto.

B. The real estate upon which said Complex is located was conveyed to the City by Warranty Deed dated May 31, 2022, and filed June 3, 2022, in Book 19137 Page 66 of the Polk County records, and accordingly, Assignor desires to assign its right as the Landlord in the Agreement to the City.

NOW, THEREFORE, in consideration of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, quit claims, and conveys all of their right and obligations as the Landlord under the Agreement to the City, and the City hereby accepts the foregoing assignment and promises to faithfully perform all covenants, stipulations, agreements, and obligations under the Agreement. Assignors warrant and represent that they are in full compliance with the terms of the Agreement as of the date of this Assignment.
2. **Full Force and Effect.** This Assignment does not modify any terms of the underlying Agreement, which shall remain in full force and effect according to its terms.
3. **Governing law.** This Assignment shall be construed in accordance with and governed by the laws of the State of Iowa.
4. **Security Deposit.** Section 2(b) Agreement provides that the Master Soccer Tenant must pay \$100,000.00 as a security deposit prior to the Commencement Date of the Agreement. Assignor affirmatively states that no Security Deposit has been received by the Assignor from the Master Soccer Tenant as of the date of this assignment, and remains an existing obligation of the Agreement owed by the Master Soccer Tenant to the Landlord.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

Hope Development & Realty, LLC

By: _____
Reza Kargarzadeh, Manager

ASSIGNEE:

City of Grimes, Iowa

By: _____
Scott Mikkelsen, Mayor

Attest: _____
Rochelle Williams, City Clerk

ACKNOWLEDGED BY MASTER SOCCER TENANT:

Mid-Iowa Soccer Academy, LLC

By: _____
Scott J. Vander Hart, Chairman

EXHIBIT A





AGENDA MEMO

For Meeting of September 13, 2022

AGENDA HEADING: Resolution Approving Fund Dispersal for GrimesPlex Donation

SYNOPSIS: In October of 2020, Reza Kargarzadeh, President and CEO of Hope K Farms/Hope Development Realty, presented the Hope Entertainment District development to the City Council. Within the development, there were a number of specific project areas, that provided opportunities for entertainment, shopping, office, housing, and recreation. The primary anchor for the development was proposed as the GrimesPlex, a 50-acre multi-sport athletic facility.

Early in 2022, the City accepted donations in the form of land from Hope K Farms, LLC, as well as a gift agreement for monies, from Reza Kargarzadeh, and took over control of the project. The donations of land and monies were memorialized in gift agreements, that were approved by the City Council. Within those agreements, it was identified that certain costs that were already incurred, or anticipated to be incurred by Hope K Farms in the development of GrimesPlex, would be reimbursed or paid to the contractor in question.

Reza Kargarzadeh has made his first donation payment of \$2,800,000, and with it, has provided invoices for costs incurred, as well as invoices yet to be paid.

At this time, costs to be reimbursed to Hope K Farms, LLC total \$430,023.96. Cost to be paid to Alliance Construction Group total \$1,170,945.06

FISCAL IMPACT:

Receipt and Acknowledgement of Donation = \$2,800,000

Total Dispersal - \$1,600,969.02

Balance of Donation Received = \$1,199,030.98

Remaining Donation to be Received = \$9,200,000

PREVIOUS COUNCIL ACTION(S):

Approve Donation Agreements - 2022

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

RESOLUTION NO.09-1922

RESOLUTION APPROVING FUND DISPERASAL FOR GRIMESPLEX DONATION

WHEREAS, in 2020, Reza Kargarzadeh presented the Hope Entertainment District to the City Council for consideration (the "Project"); and

WHEREAS, the Project included the construction of a 50-Acre multi-sport athletic facility (the "GrimesPlex"); and,

WHEREAS, Reza Kargarzadeh presented to the City, an opportunity to transition the project to the City which would include a gift of land, monies and leases to support the project (the "Transition"); and,

WHEREAS, the City has entered into agreements that pertain to the donation of land and monies (the "Agreements")

WHEREHAS, Reza Kargarzadeh has made the first donation payment of \$2,800,000 to the City which will cover incurred expenses to date.

WHEREAS, the Agreements identified certain management expenses (the "Management Expenses" associated with the GrimesPlex that had been incurred by Hope K Farms, LLC; and

WHEREAS, the Agreements further identified that the City will reimburse Hope K Farms, LLC for Management Expenses; as detailed in Exhibit A; and

WHEREAS, the Agreement further identified that certain construction expenses (the "Construction Expenses" will be paid to Alliance Construction Group, as detailed in Exhibit B.

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

1. Hope K Farms, LLC shall be reimbursed for Management Expenses, with a check totaling \$430,023.96.
2. Alliance Construction shall be paid for Construction Expenses with a check totaling \$1,170,945.06.

PASSED AND APPROVED this ____ day of September 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Exhibit A

Management Expenses

1. Professional Services/Engineering – CDA, \$192,820
2. Professional Services/Architectural – Simonson, \$12,000
3. Professional Services/Architectural – Simonson, \$12,500
4. Professional Services/Architectural – Simonson, \$8,306.30
5. Wetland Investigation – EOR, \$5,335
6. Bond – Assured Partners Great Plans, LL - \$95,000
7. Management Fees – Hope Development and Realty, \$104,062.66

Exhibit B

Construction Expenses

1. Application for Payment No. 12 – Alliance Construction Group, \$391,560.55
2. Application for Payment No. 13 – Alliance Construction Group, \$779,354.51



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of September 13, 2022

AGENDA HEADING: GrimesPlex – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting and public hearing dates for the GrimesPlex. The proposed schedule for this project is to set the dates for the bid letting and public hearing on September 13th, hold the bid opening on October 18th @ 10:30 AM, hold the public hearing on October 25th @ 5:30 PM and award the project following the public hearing.

This project includes the construction of multiple recreational synthetic turf fields with supporting public infrastructure improvements located just west of NE Heritage Drive, south of NE 12th Street and east of a tributary to Little Beaver Creek. This project is scheduled to start construction this fall and Reach completion dates as follows:

Base Bid: Substantial Completion Phase 1 – March 17, 2023, Substantial Completion Phase 2 – June 15, 2023, Full Completion Phase 1 – March 27, 2023, Full Completion Phase 2 – June 25, 2023.

Bid Alternate #1: Substantial Completion Phase 1 – March 17, 2023, Substantial Completion Phase 2 – June 15, 2023, Full Completion Phase 1 – May 12, 2023, Full Completion Phase 2 – September 22, 2023.

Bid Alternate #2: Substantial Completion Phase 1 – April 21, 2023, Substantial Completion Phase 2 – September 1, 2023, Full Completion Phase 1 – May 1, 2023, Full Completion Phase 2 – September 11, 2023.

The project includes \$2,000/calendar day liquidated damages for non-compliance for substantial completion and \$500/calendar day liquidated damages for non-compliance for full completion.

FISCAL IMPACT: The total project construction costs including the 2 add alternates is estimated to be approximately \$20,816,000. The two add alternates are broke down as follow: shared use path, net and fencing, and dugout roofs - \$4,506,000; and synthetic turf fields - \$9,472,000. This project is being funded through faculty revenue bonding and developer participation.

PREVIOUS COUNCIL ACTION(S): Approval of Professional Services Agreement with Civil Design Advantage for engineering design services, approval of developer's agreement.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of October 18th @ 10:30 AM and public hearing date of October 25th @ 5:30 PM.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE GRIMESPLEX, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 09-222

**RESOLUTION ORDERING CONSTRUCTION OF THE GRIMESPLEX, AND
FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS
THEREFOR**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the GrimesPlex; and

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

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

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

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

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

The GrimesPlex project includes the construction of multiple recreational synthetic turf fields with supporting public infrastructure improvements located just west of NE Heritage Drive, south of NE 12th Street and east of a tributary to Little Beaver Creek. The project consists of earthwork, subgrade preparation, topsoil, sanitary sewer main, storm sewer, water main with appurtenances, PCC sidewalk pavement, PCC road/parking lot pavement, striping/symbols, fencing, athletic field appurtenances, synthetic turf, seeding/restoration, and other associated work.

Base Bid improvements include construction of approximately 6,000 CY of earthwork; 1,603 LF of 6-inch sanitary sewer main and associated cleanouts; 7 sanitary manholes; 10,096 LF of storm sewer/subdrain between 6-inch diameter and 24-inch diameter; 56 storm sewer structures; 1,820 LF of 6-inch water main/2-inch service; 44,348 SY of 6-inch to 8-inch PCC pavement; 3,161 SY of 4-inch to 6-inch PCC sidewalk/shared use path pavement; subgrade preparation; subgrade treatment; pavement markings; traffic control; erosion control/seeding/landscaping; and miscellaneous associated work necessary to complete the project.

Bid Alternate #1 improvements include construction of approximately 26,500 SY of 5-inch reinforced shared use path pavement; 15,645 LF of chain link fence; 62 chain link swinging gates; 18 tie-back tension netting backstops; 3,155 LF of ball control netting; 36 dugout roofs; and subgrade preparation.

Bid Alternate #2 improvements include the construction of 6 synthetic turf fields with a total of approximately 1,184,000 SF of synthetic turf.

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

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to October 18, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on October 25, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public

hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on October 25, 2022.

PASSED AND APPROVED this 13th day of September, 2022.

Mayor Scott Mikkelsen

ATTEST:

City Clerk Rochelle Williams



AGENDA MEMO

Item No. X

For Meeting of 9/13/2022

AGENDA HEADING: Resolution authorizing staff to solicit proposals and work with the Park and Rec Board to evaluate responses, for softball/baseball, and concessionaire tenants at the GrimesPlex.

SYNOPSIS: In anticipation of the GrimesPlex opening in 2023, staff has put together requests for proposals for softball/baseball and concessionaire tenants at the Grimesplex.

The primary objectives associated with seeking proposals are:

1. Provide the very best level of services possible to individuals visiting in terms of presentation, product quality, customer satisfaction, tournament, league, and other program offerings.
2. Provide the City with a sound and socially acceptable business concession proposal for the facility.
3. Maximize softball and baseball leagues, tournaments, and related activities at the GrimesPlex.
4. Maximize revenue available to support construction costs and to fully activate the facility as an economic engine.

City Staff will work with the Park and Rec Board to evaluate responses in order to formulate a recommendation for the City Council's future consideration.

FISCAL IMPACT: Estimated \$400,000 annual revenue.

PREVIOUS COUNCIL ACTION(S): Approved accepting the real estate gift agreement at the May 10, 2022, City Council meeting. Approved accepting the monetary donation at the May 24, 2022, Council meeting.

BOARD/COMMISSION ACTION(S): N/A

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval.

RESOLUTION AUTHORIZING STAFF TO SOLICIT PROPOSALS AND WORK WITH
THE PARK AND REC BOARD TO EVALUATE RESPONSES FOR
SOFTBALL/BASEBALL AND CONCESSIONAIRE TENANTS AT THE GRIMESPLEX

Grimes Resolution No. 09-0822

WHEREAS, the City of Grimes has accepted a real estate gift and a monetary donation to advance the GrimesPlex project;

WHEREAS, the proposed facility as donated includes a soccer tenant; and

WHEREAS, the proposed facility has additional space available for softball/baseball tenants, and the general public; and

WHEREAS, the proposed facility will provide space for food and beverage concessions at the GrimesPlex; and

WHEREAS, the City is interested in providing the best level of services possible to individuals visiting the facility in terms of presentation, product quality, customer satisfaction, tournament, league, and other program offerings; and

WHEREAS, the City is interested in maximizing revenue available to support construction costs and fully activating the facility as an economic engine.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that staff may draft and post requests for proposals, structure evaluation criteria, and work with the Park and Rec Board to evaluate responses in order to formulate a recommendation for the City Council's future consideration.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ the ___ day of _____, 2022, and approved this _____ day of _____, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk