

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 27, 2022 In Person/Zoom at Grimes Community Center, 410 SE Main Street, Grimes Iowa 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=Y2xpSUU2T3IxUUUpkSmFtRVlmTjIyUT09>

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 27, 2022, AT 5:30 PM AT GRIMES
COMMUNITY CENTER**

1. Call to Order
 - Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. Claims Report
 - C. Resolution 09-2322 Approving Bills and Quotes Over \$10,000
 - D. Resolution 09-2422 ABD Licenses: 1. Renewal-Food Depot: 3000 SE Grimes Blvd. #200: Class C Liquor, Outdoor & Sunday Services 2. Hacienda Vieja: 1101 East 1st St. #101: Address change and adding Outdoor Service.
 - E. Resolution 09-2522 Consent and Agreement for Improvements – Lot 18 of Heritage at Grimes Plat 7 – 1101 NE 22nd Street
 - F. Resolution 09-2622 Consent and Agreement for Improvements- Lot 46 Autumn Park Plat 3- 608 NW Sunset Court
 - G. Resolution 09-2722 Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project Ouderkirk Property
 - H. Resolution 09-2822 Authorizing Purchase of Well Column Pipe and Accessories for the South Jordan Well
 - I. Resolution 09-2922 Approving a Request for Street Closure
 - J. Resolution 09-3022 Approving Personnel Transactions
 - K. Resolution 09-3122 To Enter into Contract For Professional Service With Snyder and Associates, Inc for NE Destination Drive & NE Beaverbrooke Blvd Improvements
 - L. Pay Requests:
 1. Pay Request #8 Redbud Landscaping, LLC for Native Vegetation Enhancements in Storm Water Treatment Facilities \$731.02
 2. Pay Request #2 Edge Commercial, LLC for Waterworks Park Improvements \$301,556.01
 - M. Professional Payments:
 1. Pay Request #31 McClure Engineering Company for Reverse Osmosis Water Treatment Plant – Phase 1 \$4,055.01
 2. Pay Request #3 McClure Engineering Company for Grimes Lime Softening Water Treatment Plant CIP Planning & Improvements \$5,383.13
 3. Pay Request #1 McClure Engineering Company for Phase 1A Water System Improvements \$9,533.25
 4. Pay Request #11 ISG for Water Works Park Splash Pad \$40,898.26
 5. Pay Request #9 Foth Infrastructure & Environment, LLC for 2021 Sanitary Sewer Collection System Study \$15,083.80
 6. Pay Request #3 Foth Infrastructure & Environment, LLC for SE 19th Street Sanitary Sewer Extension \$9,935.00
 7. Whitfield and Eddy Law – legal services \$22,524.00
 8. Invision – New Grimes Library \$7,802.99
 9. Sports Facilities Development – Sports Facilities Advisory \$25,000.00
 10. ISG - Hwy 44 Trail Action Plan - \$567.50
 - N. Change Order:
 1. Change Order # 1 Edge Commercial LLC for Waterworks Park Improvements increasing contract \$1,904.00
 - O. Breast Cancer Awareness 2022 Proclamation
 - P. Resolution 09-3222 Awarding a Contract to Traffic Control Corporation in the Amount of \$231,700 for the Construction of the Traffic Signal Network Project
 - Q. Resolution 09-3322 Approving Satisfaction of Agreement for Public Improvements

R. Filing and Receiving of Correspondence

5. 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 09-3422 Approving a Lease Agreement by and Between the City of Grimes, Iowa and Grimes Chamber and Economic Development
2. Strategic Planning Presentation

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, September 13, 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 Pro Tem Ryan Burger Tuesday September 13, 2022, at 5:32 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Tem Burger.

ROLL CALL

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Pro Tem Burger asked for approval of the agenda.

Moved by Borcharding, Second by Johansen to approve the agenda

Roll Call: Ayes: All. Nays: None. Motion passes: 3 - 0.

CONSENT AGENDA

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 \$6,975,894.48
Motion by Borcharding, Second by Johansen, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 3 - 0

PUBLIC FORUM

Polk County Supervisor Robert Brownell addressed the Council with updates on the Food Bank's open access procedures. Brownell also informed Council about the current 911 audit at the county, as well as the carbon pipeline that would bisect a small portion of Polk County. Mayor Pro Tem Burger asked about the status of the airport expansion plans. Brownell noted that the airport has received contribution support from the metro communities along with some other cities.

Brenda Johnson, 604 NE 13th Street voiced concerns about internet utility providers process and procedures for easement access, and homeowner communications.

Council Member David Gisch joins the meeting at 5:52 pm

PUBLIC AND COUNCIL 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

City Engineer Matt Ahrens stated due to numerous resident concerns, a traffic study was performed by Snyder and Associates to evaluate the NW Gateway Drive speed limit. Ahrens said this study recommended that the section of roadway between East 1st Street and NE Heritage Drive should remain at 25 miles per hour, however, due to the commercial nature, and the grading, the portion between NE Heritage Drive to Beaverbrooke Boulevard could be raised to either 30 or 35 miles per hour. Ahrens proposed raising this section to 30 MPH, with the option to reduce it in the future if the traffic flows changed. The Council discussed the concerns and the recommendations that were presented.

Motion by Borcharding, Second by Johansen, to approve Resolution 09-1222 Authorizing the Increase of the Speed Limit on a Portion of NE Gateway Drive from 25 MPH to 30 MPH.

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

2. Resolution 09-1622 Approving Final Plat – Destination Market Plat 7

Development Services Director Alex Pfaltzgraff stated this area is currently Lot 3 of Menards at Destination Market Plat 1 and is Zoned C-2. He said the applicant is requesting approval for the subdivision of property located at 2125 E 1st Street. Pfaltzgraff said this final plat would create two development lots approximately 1.00 acre and 1.16 acres in size for the proposed Freddy's and Panera restaurants. Pfaltzgraff advised the Council that the Planning and Zoning Board had reviewed the plans and had recommended approval at their January 4th, 2022, meeting along with staff.

Motion by Borcharding, Second by Gisch, to approve Resolution 09-1622 Approval of Destination Market Plat 7 Final Plat.

Roll Call: Ayes: All; Nays: None Motion passes 4- 0

3. Resolution 09-0522 Terminating the Sports Management Agreement between the City of Grimes and Hope Development & Realty, LLC

Park and Recreation Director Brian Becker said in 2020, there was an agreement between the previous owner, Hope Development, and the City for sports management of the area being developed for the GrimesPlex. Becker said that now that the City owns that land, the agreement is no longer necessary, and needs to be formally terminated.

Motion by Borcharding, Second by Gisch, to approve Resolution 09-0522 Terminating the Sports Management Agreement between the City of Grimes and Hope Development & Realty, LLC

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

4. Resolution 09-0622 Accepting Assignment of Lease Agreement Between Hope Development & Realty, LLC and City of Grimes Iowa for the GrimesPlex

Park and Recreation Director, Brian Becker advised the Council that 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 per year for a term of 10 years. Becker said with the transition of the Grimes Plex project from Hope Development and Realty, the lease needs to be assigned to the City of Grimes. Becker added that Hope Development has executed the assignment, and Sporting Iowa as attested to it.

Motion by Gisch, Second by Borcharding, to approve Resolution 09-0622 Accepting Assignment of Lease Agreement Between Hope Development & Realty, LLC and City of Grimes Iowa for the GrimesPlex

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

5. Resolution 09-1922 Approving Disbursement of Donated Funds for GrimesPlex

Development Services Director Pfaltzgraff said in October of 2020, Reza Kargarzadeh, President and CEO of Hope K Farms/Hope Development Realty, presented the Hope Entertainment District development plans to the City Council. Pfaltzgraff said earlier this year, the City accepted donations in the form of land from Hope K Farms, as well as a gift agreement, and took over control of the GrimesPlex project. He said within those agreements, it was identified that certain costs, would be reimbursed, or paid to the contractor involved. Pfaltzgraff said the first donation payment of \$2,800,000 has been made, and we have invoices for costs to be reimbursed to Hope K Farm for a total of \$430,023.96, and to Alliance Construction Group for \$1,170,945.06.

Motion by Borcharding, Second by Gisch, to approve Resolution 09-1922 for the Disbursement of Donated Funds for the GrimesPlex.

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

6. Resolution 09-2222 Ordering Construction of the GrimesPlex, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor

City Engineer Matt Ahrens addressed the Council to request setting a date for bid letting and public hearing dates for the GrimesPlex. Ahrens said the proposed schedule for this project is to set the dates for the bid letting for October 18th at 10:30 am and the public hearing and anticipated award of bid at the Council meeting on October 25th at 5:30 pm. Ahrens said this project includes construction of multiple recreational synthetic turf fields and public infrastructure just west of NE Heritage Drive and south of NE 12th Street.

Motion by Borcharding, Second by Gisch, to approve Resolution 09-2222 Ordering Construction of the GrimesPlex, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor

Roll Call: Ayes: All; Nays: None Motion passes 4 – 0

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
Park and Recreation Director Brian Becker said that in anticipation of the GrimesPlex opening in 2023, staff are seeking proposals to provide concessionaire services for softball and baseball programs and tournaments at the GrimesPlex. Council Member Gisch asked if patrons would be allowed to bring in coolers and if alcoholic beverages would be allowed and how controls would be in place. Becker said similar venues limit any food or beverage to be purchased on site only. Becker said that staff would work with the Park and Recreation Board to evaluate responses to formulate a recommendation for Council's future consideration.

Motion by Borcharding, Second by Gisch, to approve Resolution 09-0822 Authorizing Staff to Solicit Proposals, With and Without Alcoholic Beverages, and Work with the Park and Rec Board to Evaluate Responses for Softball/Baseball and Concessionaire Tenants at the GrimesPlex

Roll Call: Ayes: All; Nays: None Motion passes 4- 0

ADJOURN

There being no further business.

Motion by Borcharding, Second by Johansen, to adjourn the meeting at 6:18 p.m.

Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

ATTEST:

Rochelle Williams, City Clerk

Ryan Burger, Mayor Pro Tem

CLAIMS AND CREDIT CARD REPORTS

CITY OF GRIMES CLAIMS 09/27/22

NFPA- MEMBERSHIP DEPT	2022 ANNUAL MEMBERSHIP-CLYCE	175.00
IMPACT7G	GRANT RESEARCH	1,080.00
A KINGS THRONE LLC	PORTABLE RESTROOMS-PARKS	1,244.95
AIA CORPORATION	DUTY UNIFORM - AUBERT	182.83
JOHNSON CONTROLS SECURITY	OLD CH SECURITY 10/1-12/31	250.01
BAKER & TAYLOR	MATERIALS - LIBRARY	563.74
BANKERS TRUST COMPANY	CONF EXP/TRAINING/SUPPLIES	6,544.84
BLACK HILLS ENERGY	DAMAGED GAS LINE	4,538.13
BLACKBURN MFG. CO.	UTILITY LOCATING PAINT	1,604.20
BOMGAARS	SUPPLIES AND TOOLS - ALL DEPTS	28.82
BSN SPORTS	FOOTBALLS FOR FLAG FOOTBALL	300.00
KOCH OFFICE GROUP	COPIER OVERAGES	186.65
CENTRAL IOWA PEST	PEST CONTROL	325.00
CITY OF DES MOINES	WRA OCTOBER 2022	136,214.08
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CUSTOM STEEL BUILDERS	STEEL BRACKETS FOR S-205	80.00
EDGE COMMERCIAL	WATERWORKS PARK IMPROV PAY #2	301,556.01
CLYCE SCOTT	2022 3RD QTR CELL REIMBURSEMENT	150.00
KERR KARALEE	2022 3RD QTR CELL REIMBURSEMENT	150.00
HUTCHINS FIONNUALA	2022 3RD QTR CELL REIMBURSEMENT	150.00
CATCH DES MOINES	APR-JUN 2022 HOTEL/MOTEL TAX	6,388.72
HAWKINS INC.	CHEMICALS FOR RO PLANT	10,222.71
COENEN HEATH	2022 3RD QTR CELL REIMBURSEMENT	150.00
WHEELER JAMES	HBI SPRING AND FALL 2022	1,000.00
WILLIAMS ROCHELLE	2022 3RD QTR CELL REIMBURSEMENT	150.00
HILLYARD	SUPPLIES - PARKS AND RUT	892.34
RELIANT FIRE APPARATUS	FIRE TRUCK REPAIRS & MAINTENANCE	8,316.71
STATE HYGIENIC LABORATORY	WASTE AND DRINKING WATER TESTING	760.00
IOWA DEPT OF REVENUE	STATE WITHHOLDING TAX	17,748.00
INTEGRATEDPRINT SOLUTIONS	FALL BROCHURE EXTRA PRINTS	207.15
IOWA LIBRARY ASSOCIATION	ILA CONF REGISTER-ISRANI,BERKLEY	350.00
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHER INSP AND REPAIRS	1,332.50
IPERS	IPERS- REGULAR	66,302.43
JETCO, INC.	DIAGNOSE ISSUE AT LIME PLANT	393.30
THAYER JEREMY	2022 3RD QTR CELL REIMBURSEMENT	150.00
HEID CHERYL	2022 3RD QTR CELL REIMBURSEMENT	150.00
KANEALY KENT	2022 3RD QTR CELL REIMBURSEMENT	150.00
LEAF	COPIER CONTRACT P&R	87.72
WOODKE MARCIA	2022 3RD QTR CELL REIMBURSEMENT	150.00
GODSEY MAXX	HBI FALL 2022	500.00
LIBERTY READY MIX	CONCRETE FOR STREET REPAIRS	368.00
LOGAN CONTRACTORS SUPPLY	EQUIP RENTAL	192.50
LOGOED APPAREL & PROMOTIO	SAFETY-DANIELS	162.06
MACKE JEFF	2022 3RD QTR CELL REIMBURSEMENT	150.00
KURTZ MAHLON	2022 3RD QTR CELL REIMBURSEMENT	150.00

MAIL SERVICES	MONTHLY MAILINGS	3,803.37
MEDIACOM	INTERNET	454.95
PRICE MATT	2022 3RD QTR CELL REIMBURSEMENT	150.00
MIDWEST AUTOMATIC FIRE SP	SPRINKLER MAINTENANCE	437.95
MIDAMERICAN ENERGY	ELECTRIC	683.63
MISSISSIPPI LIME CO.	QUICKLIME	6,031.20
MTI DISTRIBUTING INC.	IRRIGATION REPAIRS	146.90
MUNICIPAL SUPPLY, INC.	1 IRRIGATION METERS", FLEX NET STUDY	3,050.00
O'HALLORAN INTERNATIONAL	GEOTAB SOFTWARE, DOT INSPECTIONS	958.75
O'REILLY AUTO PARTS	SUPPLIES/ OIL FOR MOWERS	49.90
OFFICE DEPOT	OFFICE SUPPLIES	154.47
ONESOURCE BACKGROUND CHECKS	BACKGROUND CHECKS -PARKS HIRES	70.00
TRUE VALUE	IRRIGATION REPAIR PARTS	7.97
GRIMES TIRE & AUTO	P-409 TIRE REPAIR	35.70
JOHNSON CONTROLS FIRE PRO	MAINT ON FIRE ALARM SYSTEM	399.00
RANKIN COMMUNICATION	PHONE/INTERNET - LIBRARY	103.97
SCHIPPER RONALD L.	2022 3RD QTR CELL REIMBURSEMENT	150.00
ECHER RORY	2022 3RD QTR CELL REIMBURSEMENT	150.00
TITAN MACHINERY	EXCAVATOR RENTAL	7,566.50
SMITH'S SEWER SERVICE	SEWER BACKUP 2125 E 1ST ST	600.00
OLGUIN SAUL	2022 3RD QTR CELL REIMBURSEMENT	150.00
AMAZON	MATERIALS/SUPPLIES - CITY/LIBRARY	2,990.90
UNITED CONTRACTORS, INC	BACKFILL	62.04
US WATER	AUGUST 2022	76,450.63
CINTAS FIRST AID & SAFETY	SAFETY CABINETS	93.63
VERIZON WIRELESS	CELL PHONES & HOT SPOTS	343.72
VAN WALL EQUIPMENT	SKID LOADER REPAIR, PARTS FOR EQUIP	3,715.44
GUTHRIE DAVE	2022 3RD QTR CELL REIMBURSEMENT	150.00
WHITFIELD & EDDY	LEGAL FEES	22,524.00
WRIGHT OUTDOOR SOLUTIONS	TREE REMOVAL, STUMP GRINDING	3,205.00
POLK COUNTY	PLAT COPIES	7.00
CENTURY LINK	PHONE	2,185.66
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	1,141.05
ANDERSON JAKE	PER DIEM - ICMA/LEAGUE CONFERENCES	499.50
INFOMAX OFFICE SYSTEMS, I	COPIER - LIBRARY	190.01
EFTPS	FED/FICA TAX	53,313.53
FISK ERIK	2022 3RD QTR CELL REIMBURSEMENT	150.00
NOTHDORF MICHAEL	HBI FALL 2022	500.00
GREIMAN JAMES	2022 3RD QTR CELL REIMBURSEMENT	150.00
EAKLE ROBERT/PATRICIA	HBI FALL 2022	500.00
MCCLURE ENGINEERING	WATER SYS IMPROV PHASE 1A #1	18,971.39
GOODVIN, ALEX	2022 3RD QTR CELL REIMBURSEMENT	150.00
GETTYS NATHAN	2022 3RD QTR CELL REIMBURSEMENT	150.00
COVER CHAD	2022 3RD QTR CELL REIMBURSEMENT	150.00
TEIG AUSTIN	2022 3RD QTR CELL REIMBURSEMENT	150.00
DUCKETT, NICHOLAS	2022 3RD QTR CELL REIMBURSEMENT	150.00
KAMM, DOUG	2022 3RD QTR CELL REIMBURSEMENT	150.00

INVISION	CONSTRUCTION ADMIN - LIBRARY	7,802.99
VOYA	DEFER COMP PRE	3,613.46
FOTH INFRASTRUCTURE & ENV	2021 SANITARY SEWER STUDY #9	25,018.80
TENNAL MIKLANNET	TOTS COACHING 9-7 TO 9-28-22	337.50
PROHASKA, JOSH	2022 3RD QTR CELL REIMBURSEMENT	150.00
JETSURGE OF IOWA	JETTING AT WASTEWATER PLANT	750.00
AIG	DEFER COMP PRE	382.50
HORACE MANN	DEFER COMP ROTH	275.00
MASSMUTUAL	DEFER COMP ROTH	955.00
LUMEN CENTURY LINK	PHONE	169.78
LIFETIME ATHLETIC	TENNIS CAMP 9-12 - 9-21-2022	570.00
THE BARN, LLC	HITTING MATS	1,170.00
REDBUD LLC	NATIVE VEG ENHANCEMENT STM WTR	731.02
RYAN, JESSE	HBI FALL 2022	500.00
ADAMS, RYAN	HBI FALL 2022	500.00
RELIABLE MAINTENANCE CO	GCC CLEANING AUGUST	2,325.00
SCHULZ MARK	2022 3RD QTR CELL REIMBURSEMENT	150.00
FLETCHER, CAIL	2022 3RD QTR CELL REIMBURSEMENT	150.00
SCENTAIR TECHNOLOGIES	IONIZATION 9-10-22 TO 10-9-22	616.00
RENEWABLE ENERGY GROUP	FUEL	4,068.51
PER MAR SECURITY SERVICES	GCC SECURITY SVCS 09/28-12/27	204.72
GREENTECH OF IOWA	SEEDING LT BEAVER DRAIN DITCH	2,475.00
I&S GROUP, INC	WATER WORKS SPLASH PAD #11	41,465.76
EBS	INS- PRE-TAX	3,866.65
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	21,266.90
HENSLEY KEVIN	HOTEL AND TRANSPORT APWA CONF	1,246.24
REINTS MATTHEW	2022 3RD QTR CELL REIMBURSEMENT	150.00
DANIELS KENDRA E	2022 3RD QTR CELL REIMBURSEMENT	150.00
FEICK BRADLEY	2022 3RD QTR CELL REIMBURSEMENT	150.00
FOX ROBERT	2022 3RD QTR CELL REIMBURSEMENT	150.00
CENTRAL IOWA OFFICIALS	SLOW PITCH 9-18 & 9-25-22 UMP	245.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX	3,022.05
TUCKER WHITNEY	2022 3RD QTR CELL REIMBURSEMENT	150.00
HEARTLAND BUSINESS	MONTHLY BILLING FOR SEPTEMBER	2,259.50
JAROSH AARON	2022 3RD QTR CELL REIMBURSEMENT	150.00
GFOA	WHITTEN MEMBERSHIP DUES	150.00
CITY OF GRIMES HSA	HSA DEDUCTION	275.00
SPORTS FACILITIES DEVELOP	PLANNING & DESIGN PAYMENT 2	25,000.00
STORAGE MART	STORAGE - LIBRARY	135.96
POLK CO PROPERTY TAX	PROPERTY TAXES	636.00
OUDERKIRK MASON - PERM	JACOB STREET PERM EASEMENT	2,000.00
DEPOSIT REFUNDS	REFUND DATE 09/16/2022	221.14
DEPOSIT REFUNDS	REFUND DATE 09/21/2022	261.72
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	143,269.63
	CLAIMS TOTAL	1,085,461.41
	GENERAL FUND	281,352.63

LIBRARY FUND FUND	29,086.65
ROAD USE TAX FUND	30,527.60
HOTEL/MOTEL/ECON DEV FUND	6,388.72
CP-Water Plant Exp 2019 FUND	4,055.01
WRA SANI SEWER PHASE 1 FUND	3,200.00
19TH ST SEWER EXTENSION FUND	9,935.00
HW TRAIL EXTENSION FUND	567.50
SPLASH PAD FUND	342,454.27
GRIMES LIBRARY BLDG FUND FUND	7,802.99
SANI SEWER STUDY FUND	15,083.80
JACOB ST OVERLAY PROJ FUND	2,000.00
GRIMESPLEX FUND	25,000.00
WATER PRODUCTION PROJECTS FUND	9,533.25
WATER FUND	83,873.34
WATER DEPOSITS FUND	463.13
SEWER FUND	214,901.75
STORM WATER FUND	19,235.77
	1,085,461.41

<u>Amazon Charges</u>	<u>Amount</u>	<u>Description</u>
Public Works	\$239.98	Food roller/warmer
	\$209.17	Standing desk and accessories
IT Dept/HR	\$389.38	IT supplies
Library	\$707.58	Materials
	\$605.62	Office Supplies
	\$45.98	Safety Equipment
	\$500.21	Program supplies
Parks & Rec	\$211.96	Youth sports supplies
Dev. Services	\$81.02	Office supplies
	\$2,990.90	

Bankers Trust Credit Cards		
City of Grimes		
	\$26.00	Cognito
	\$15.89	Adobe Acrobat STD - Tammy Johnson
	\$41.89	
Parks & Rec		
	\$0.00	
Dev Serv - Alex		
	\$230.00	Electric Exams - Tibbles
	\$230.00	Electric Exams - Kamm
	\$460.00	
Dev Serv - Matt		
	\$96.93	APWA Charlotte - meals-Ahrens, Jarosh
	\$50.00	APWA Charlotte - airport parking
	\$120.00	checked bag fee-Ahrens, Jarosh
	\$50.08	APWA Charlotte UBER
	\$928.92	APWA Charlotte hotel - Ahrens, Jarosh
	\$1,245.93	
Public Works		
	\$150.00	Water ops training - Kurtz, Fajardo
	\$1,100.00	Snow&Ice Conf - Thayer, Teig, Kanealy
	\$45.00	Training - Thayer
	\$800.00	Spot training - Gettys, Greiman, Prohaska, Reints
	\$360.00	Streets Conf - Cover, Duckett, Goodvin
	\$2,455.00	
Library		
	\$180.00	ILA Conf Registration - Heid
	\$47.40	CEU Class
	\$11.46	Materials
	\$29.82	Storage, pet supplies
	\$176.61	Program supplies
	\$4.67	Office supplies
	\$15.00	Training
	\$550.00	Conference - Heid
	\$1,014.96	
Adminstrator		
	-\$16.84	Balance forward
	\$62.00	Council/staff lunch meeting
	\$21.58	Metro managers lunch
	\$640.32	ICMA Conference hotel
	\$220.00	League annual conference - Jake

[illegible]

City Council Meeting for September 27, 2022

AGENDA MEMO APPROVING BILLS OVER \$10,000

AGENDA HEADING: Resolution Approving Bills Over \$10,000

The Purchasing Policy states:

Any contract or agreement that has contingent provisions that may be reasonably anticipated to subject the City to an additional obligation that will evidentially place the total expenditures in excess of \$10,000, must be approved by the City Council.

FISCAL IMPACT: None

PREVIOUS COUNCIL ACTION(S): Amended Purchasing Policy was approved July 12, 2022

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval.

GRIMES RESOLUTION 09-2322

**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 27TH DAY OF SEPTEMBER 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

Original

INVOICE

Total Invoice \$7,922.71
Invoice Number 6278953
Invoice Date 8/31/22
Sales Order Number/Type 3986323 SL
Branch Plant 58
Shipment Number 4669914

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

600 - 810 - 6501
REC'D SEP 08 2022
Desc: Chemicals for RO plant

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #			
10/15/22	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	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.

PD2023685
Created by KH
PAID

Page 1 of 1

Tax Rate Sales Tax
0 % \$0.00

Invoice Total \$7,922.71

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# 2484074

2023648



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

Original

600-810-6501
Chemicals

REC'D SEP 15 2022

INVOICE

Total Invoice	\$2,300.00
Invoice Number	6283962
Invoice Date	9/8/22
Sales Order Number/Type	3994060 SL
Branch Plant	58
Shipment Number	4680127

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 #
10/23/22	Net 45	PPD Origin	HWTG	Lime Plant					073
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	17002	Sodium Hexametaphosphate Crush	N	20.0000	BG	\$2.3000	LB	1,000.0 LB	\$2,300.00
		50 LB BG Ground Vitrafos Crush		1000.0000	LB			1,020.0 GW	

***** 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.

P02023689
Created by KH
P A I D

Page 1 of 1

Tax Rate
0 %

Sales Tax
\$0.00

Invoice Total

\$2,300.00

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.
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# 2508084

2023682

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

610-815-6399
Desc: sludge hauling
Invoice 17660
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	08/27/2022	\$21,266.90	09/26/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/22/2022	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
08/22/2022	NHMC-Non-Haz	194,960 Pounds Collected	194,960	0.00642	1,251.64
08/23/2022	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
08/23/2022	NHMC-Non-Haz	198,240 Pounds Collected	198,240	0.00642	1,272.70
08/24/2022	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
08/24/2022	NHMC-Non-Haz	242,600 Pounds Collected	242,600	0.00642	1,557.49
08/25/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
08/25/2022	NHMC-Non-Haz	135,900 Pounds Collected	135,900	0.00642	872.48
08/26/2022	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
08/26/2022	NHMC-Non-Haz	110,440 Pounds Collected	110,440	0.00642	709.02
08/27/2022	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
08/27/2022	NHMC-Non-Haz	206,060 Pounds Collected	206,060	0.00642	1,322.91
08/28/2022	NHMC-Non-Haz	Non-Hazard Material Collection-6 Load(s)	6	425.00	2,550.00
08/28/2022	NHMC-Non-Haz	304,620 Pounds Collected	304,620	0.00642	1,955.66

TOTAL DUE \$21,266.90

THANK YOU.

P02023690
created by KH
P A I D

2023653



UTILITY GROUP

4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

REC'D SEP 09 2022
INVOICE

Page: 1

Invoice Number: SI57471
Invoice Date: 8/31/2022
Due Date: 9/30/2022

Bill To: City of Grimes
101 NE Harvey Street
Grimes, FL 50111

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 5% processing fee.

Job Number: J01229
Job Description: City of Grimes

Customer ID C00136
P.O. Number
WA:

Date	Item/Description	Task Number	Qty. Unit	Unit Price	Total Price
	Monthly Compensation as per the O&M Agreement dated June 2014				
8/31/2022	Monthly Contract Operations for August 2022	0052	1 Each	76,450.63	76,450.63

606-810-6499 38225.32
610-815-6499 38225.31

P A I D

Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal: 76,450.63
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total USD: 76,450.63



CITY OF DES MOINES, IOWA
PO Box 1633
Des Moines, IA 50305-1633

REC'D SEP 08 2022

INVOICE

Invoice Date	Invoice No.
09/06/2022	127072
Customer Number	
11309	
Invoice Total Due	
\$136,214.08	
Payment Terms	
Due Upon Receipt	

GRIMES CITY OF
101 N HARVEY ST
GRIMES, IA 50111

All Returned Checks will be assessed a surcharge of \$20.00

Invoice Date: 09/06/2022

Customer Number: 11309

Invoice Description							
Line Details	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REPAIR REPLACEMENT	1	\$11,304.28	EACH	\$11,304.28	\$0.00	\$0.00	\$11,304.28
DEBT SERVICES	1	\$124,909.80	EACH	\$124,909.80	\$0.00	\$0.00	\$124,909.80

Please put Invoice Number on your check.
Make Checks Payable to: City of Des Moines

Invoice Total:

\$136,214.08

Please contact Accounts Receivable at (515) 237-1340 with questions.

616-815-6413

PAID

ORIGINAL
COPY

RESOLUTION NO.09-2422

RESOLUTION APPROVING STATE OF IOWA ALCOHOL LICENSES

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

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

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

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

PASSED AND APPROVED this 27th day of September, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

Council Meeting September 27th, 2022

ABD LICENSE RENEWAL

1. **Food Depot: 3000 SE Grimes Blvd #200:** Class C Liquor, Outdoor Service, Sunday Sales and Catering

NEW ADDRESS & ADDING OUTDOOR SERVICE

2. **Hacienda Vieja (Plaza Tapatia) 1101 East 1st Street #101:** Class C Liquor, Outdoor Service, Sunday Sales

OWNERSHIP UPDATE

3. **1st Street Tavern: 1101 East 1st Street #112:** Ownership Update

CITY OF
GRIMES

101 NE Hawey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

Establishment Name: Food Depot

Establishment Address: 3000 SE Grimes Blvd #200

License Class: A ☐ B X Wine C X Beer E X Liquor (All that apply)

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

New ☐ Renewal X

**Fire Department
Approval**

Fire Inspection Date: _____

Approval: Yes ☐ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval – Not Applicable

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

**Planning Approval- Not
Applicable**

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: Graham Martin



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
TESA, LLC	Food Depot Bar and Grill	(515) 986-4404		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3000 SE GRIMES BLVD. STE 100-200		Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
3000 SE GRIMES BLVD.	Grimes	Iowa	50111	

Contact Person

NAME	PHONE	EMAIL
Tonya Newel	(515) 249-3405	tonyanewel@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044884	Class C Liquor License	12 Month	Pending Dramshop Review
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Nov 1, 2022	Oct 31, 2023		
SUB-PERMITS			
Class C Liquor License			



PRIVILEGES

Catering, Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tonya Newel	Grimes	Iowa	50111	Owner	50.00	Yes
Scott Newel	Grimes	Iowa	50111	Owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



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

Establishment Name: Hacienda Vieja (Plaza Tapatia)

Establishment Address: 1101 East 1st Street # .101

License Class: A ☐ B X Wine C X Beer E X Liquor (All that apply)

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

New ☐ Renewal ☐ *Active License- New Address & Outdoor Service

Fire Department Approval

Fire Inspection Date: 09/14/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: *[Signature]*

Building Department Approval – Not Applicable

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: *[Signature]*

**Planning Approval- Not
Applicable**

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: *[Signature]*



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Plaza Tapatia, INC.	Plaza Tapatia	(319) 239-3212		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
200 SE Gateway Drive		Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
1211 Second Street	Perry	Iowa	50220	

Contact Person

NAME	PHONE	EMAIL
Salvador Lepe	(319) 239-3212	osvaldogalvanlepe54@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0043360	Class C Liquor License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 24, 2022	Apr 23, 2023	

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

Sep 19, 2022

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
1ST STREET TAVERN LLC	1st Street Tavern LLC	(515) 202-0669		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1101 East 1st Street	Suite #112	Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
1101 East 1st Street	Grimes	Iowa	50111	

Contact Person

NAME	PHONE	EMAIL
Shaun O'Tool	(515) 202-0669	sotool@northwesterection.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0048461	Class C Liquor License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Aug 1, 2022	July 31, 2023		
SUB-PERMITS			
Class C Liquor License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Shaun O'Tool	Des Moines	Iowa	50313	Trustee	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Shaun M. O;Tool Trust		Des Moines	Iowa	50313	100.00

Insurance Company Information

INSURANCE COMPANY

Founders 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 Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of September 27, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 7 Lot 18.

SYNOPSIS: The owner of 1101 NE 22nd Street has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve overland flowage easement for Heritage at Grimes Plat 7

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 7 Lot 18.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 18 IN HERITAGE AT GRIMES PLAT 7
1101 NE 22ND STREET

WHEREAS, the owners of Lot 18 in Heritage at Grimes Plat 7 in the City of Grimes, Iowa (the “Property”) have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement (“Consent and Agreement”) regarding Lot 18, Heritage at Grimes Plat 7, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 27th 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 Timothy J. Mawdsley and Lisa M. Mawdsley, a married couple, as joint tenants with full rights of survivorship and not as tenants in common, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 18 of Heritage at Grimes Plat 7 (1101 NE 22nd Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated July 10, 2018 recorded on March 8, 2019, in Book 17255, Page 956, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

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

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

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

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

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

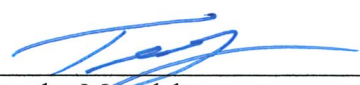
On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City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

Signed this ____ day of _____, 20__.

PROPERTY OWNERS



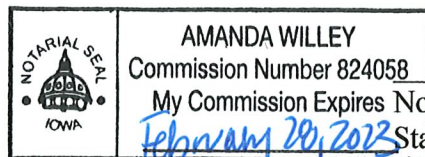
Timothy Mawdsley



Lisa Mawdsley

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 19 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy Mawdsley, 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.



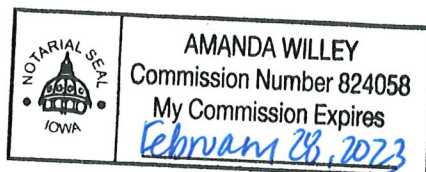
Amanda Willey

Notary Public in and for the
State of Iowa

My Commission expires February 28, 2023

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 19 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lisa Mawdsley, 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.



Amanda Willey

Notary Public in and for the
State of Iowa

My Commission expires February 28, 2023

EXHIBIT A

EASEMENT AREA

A 4' decorative steel fence has been proposed to be constructed in an overland flowage easement on Lot 18 of Heritage at Grimes Plat 7 (1101 NE 22nd Street) in accordance to permit number FN-22-098.



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

AGENDA MEMO

For Meeting of September 27, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within sanitary sewer easement for Autumn Park Plat 3 Lot 46.

SYNOPSIS: The owner of 608 NW Sunset Court has requested approval to install a fence within the 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 overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve sanitary sewer easement for Autumn Park Plat 3.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements sanitary sewer easement for Autumn Park Plat 3 Lot 46.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SANITARY SEWER
EASEMENT FOR
LOT 46 IN AUTUMN PARK PLAT 3
608 NW SUNSET COURT

WHEREAS, the owners of Lot 46 in Autumn Park Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within 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 overland flowage easement.

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

That the Consent and Agreement for Improvements within sanitary sewer easement ("Consent and Agreement") regarding Lot 46, Autumn Park Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 27th 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 Johnathan Holste and Brooke Holste, a married couple (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 46 of Autumn Park Plat 3 (608 NW Sunset Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain sanitary sewer easement, as shown in Autumn Park Plat 3 dated on the September 10, 2013 recorded on December 4, 2013, in Book 15046, Page 40, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

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

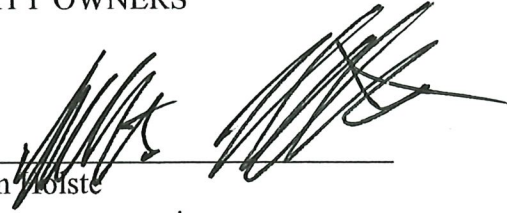
5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

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

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

Signed this 20th day of September, 2022.

PROPERTY OWNERS



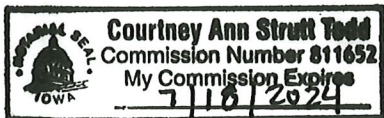
Johnathan Holste

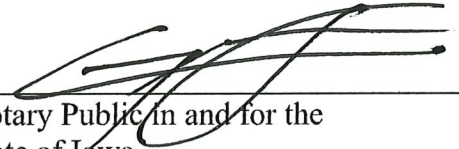


Brooke Holste

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 20th day of September, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Johnathan Holste, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



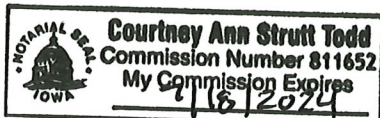


Notary Public in and for the
State of Iowa

My Commission expires 7/18/2024

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 20th day of September, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brooke Holste, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.





Notary Public in and for the
State of Iowa

My Commission expires 7/18/2024

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain-link fence has been proposed to be constructed in a sanitary sewer easement on Lot 46 of Autumn Park Plat 3 (608 NW Sunset Court) in accordance to permit number FN-22-093.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 27, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – Jacob Reconstruction and Storm Sewer Project
Ouderkirk Property

SYNOPSIS:

With the development of the plans for Jacob Reconstruction and Storm Sewer Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$2,000.00 for the permanent and/or temporary easements, as well as compensation for certain restoration efforts within the easement areas.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$2,000.00

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 09-2722

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – JACOB
RECONSTRUCTION AND STORM SEWER PROJECT OUDERKIRK PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Jacob Reconstruction and Storm Sewer Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

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

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

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

PASSED AND APPROVED this 27th day of September, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 311/00154-001-000
 PROJECT NO. N/A

COUNTY: Polk
 PROJECT NAME: Jacob Street Reconstruction

TO: Mason J. Ouderkirk (Trustee) and Kari Ouderkirk (Trustee)

On this 26th day of August, 2022, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

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

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,000.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 688.71 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Permanent Easement	<u>240</u> sq.ft.	\$ <u>2,000.00</u>
Temporary Easement(s)	<u>0</u> sq.ft.	\$ <u>0.00</u>
Landscaping/Other		\$ <u>0.00</u>
Total		\$ <u>2,000.00</u>
Additional Damages <u>None</u>		

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

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

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

X [Signature]
By: Mason J. Ouder Kirk (Trustee)
Marital Status: married

X [Signature]
By: Kari Ouder Kirk (Trustee)
Marital Status: married

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Warren } ss:

On this 30 day of August, A.D. 20 22, before me, the undersigned, a Notary Public in and for said State, personally appeared Mason J. Duder Kirk, Trustee and Kari Duder Kirk, Trustee

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

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

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



CAPACITY CLAIMED

BY SIGNER:

INDIVIDUAL
CORPORATE

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

Corporate Seal is affixed
No Corporate Seal procured

PARTNER(s): General Partnership

ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)
OTHER:

SIGNER IS REPRESENTING:

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

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date) _____

Attested by: Rochelle Williams (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

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

Notary Public in and for the State of Iowa

**Preparer
Information**

Alex Pfaltzgraff 410 SE Main Street, Unit 102. Grimes, IA 50111 515-986-4050

When Recorded Return to:

Alex Pfaltzgraff 410 SE Main Street, Unit 102. Grimes, IA 50111 515-986-4050

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Exhibit A

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The

City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor 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 Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement 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 Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa



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

AGENDA MEMO

For Meeting of September 27, 2022

AGENDA HEADING: RESOLUTION AUTHORIZING PURCHASE OF WELL COLUMN PIPE AND ACCESSORIES FOR THE SOUTH JORDAN WELL

SYNOPSIS: The South Jordan Well used to meet the water production needs for the City of Grimes was discovered to have two issues.

- 1) A change in the static water level requires the well column pipe to be extended deeper into the aquifer.
- 2) The column pipe in the South Jordan Well needs to be replaced due to corrosion.

Staff is working with McClure Engineering, Iowa DNR, contractors and manufactures on the timely repair of the South Jordan Well. The purchase and extension of new column pipe is required for the continued use of the well.

FISCAL IMPACT:

Lowering of the pump \$43,285.00

New column pipe \$39,440.00

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. 09-2822

RESOLUTION AUTHORIZING PURCHASE OF WELL COLUMN PIPE AND ACCESSORIES FOR
THE SOUTH JORDAN WELL.

WHEREAS, the City of Grimes (Grimes) has discovered static water level of the South Jordan Well has changed , and

WHEREAS, the existing column pipe has significant corrosion and

WHEREAS, City staff is working with the Iowa DNR, McClure Engineering and Contractors to procure the needed materials in a timely manner;

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

1. That the City Council of Grimes approves the expenditure of funds for needed accessories and column pipe for the South Jordan Well and,
2. That the Public Works Director is authorized to enter into a purchase agreement on behalf of the City.

PASSED AND APPROVED this 27th day of September, 2022.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

Northway Well and Pump Co.
4895 8th Avenue
Marion, Iowa 52302

September 9, 2022.

Mr. Kevin Hensley
City of Grimes Public Works Director
1801 N James St.
Grimes, Iowa 50111

Dear Mr. Hensley,

Northway Well & Pump Co. is offering the following recommendations and pricing to increase production in Jordan well No. 2. This will utilize the Goulds 14RJLC-6 stage pump bowl assembly and maximize the 250 HP submersible motor by changing the 6 impellers to full Dia. and adding 1 stage. The pump is designed for 1400 GPM @ 453' TDH, this would increase the design to 1450 GPM @ 540' TDH and with the current condition of 500' TDH the pump will run up to 1500 + GPM. This would be the fastest way for you to utilize this well, all parts are in stock.

1. Labor and equipment to pull & install.	\$ 15,000.00
2. Modify pump bowl assembly.	\$ 19,000.00
3. Lower setting 42'.	\$ 4,785.00
4. Lot of splice kits, banding, air-line and tape.	<u>\$ 4,500.00</u>
Total Estimate \$ 43,285.00	

Any additional materials required will be negotiated following inspection

Thank you for your time and consideration on this project. If you have any questions, please feel free to call me @ 800-747-4575.

Sincerely,



Gale McIntosh
NORTHWAY WELL & PUMP COMPANY

Northway Well and Pump Co.
4895 8th Avenue
Marion, Iowa 52302

September 20, 2022

Mr. Kevin Hensley
City of Grimes Public Works Director
1801 N James St.
Grimes, Iowa 50111

Dear Mr. Hensley,

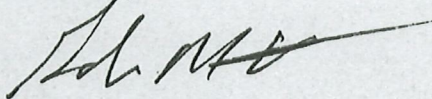
Field inspection of the pumping unit removed from well 201 found that the 420-feet of 8-inch drop pipe pitted and washed through in some places. Northway Well and Pump Co. is recommending that all of the pipe be replaced. Delivery of the pipe would be the first of the week of September 26th if I can get it ordered today.

20 – 8" x 21' T&C drop pipe @ \$1,972.00 ea.

\$ 39,440.00

Thank you for your time and consideration on this project. If you have any questions, please feel free to call me @ 800-747-4575.

Sincerely,



Gale McIntosh
NORTHWAY WELL & PUMP COMPANY



CON 11-1-1

Water Supply Engineering

.....



* 9 4 2 0 7 4 5 3 8 *

IA7736011

GRIMES WATER SUPPLY

Project #: W2022-0702

Permit #:

DWSRF #: _____

Company: Northway Well & Pump

Name: Grimes

Date: 8/18/2022

Pump:

Size: 14RJLC (7 stage)
Type: Lineshaft
Synch speed: 1800 rpm
Curve: E6614REPC1
Specific Speeds:
Dimensions:
Vertical Turbine:
Speed: 1770 rpm
Dia: 9.82 in
Impeller:
Ns: 2750
Nss: ---
Suction: ---
Discharge: ---
Bowl size: 13.6 in
Max lateral: 1 in
Thrust K factor: 13 lb/ft

Search Criteria:

Flow: 1450 US gpm Head: 540 ft

Fluid:

Water
Density: 62.32 lb/ft³
Viscosity: 0.9946 cP
NPSHa: ---
Temperature: 68 °F
Vapor pressure: 0.3391 psi a
Atm pressure: 14.7 psi a

Motor:

Standard: NEMA
Enclosure: WPI
Sizing criteria: sized by user
Size: 250 hp
Speed: 1800
Frame: 447

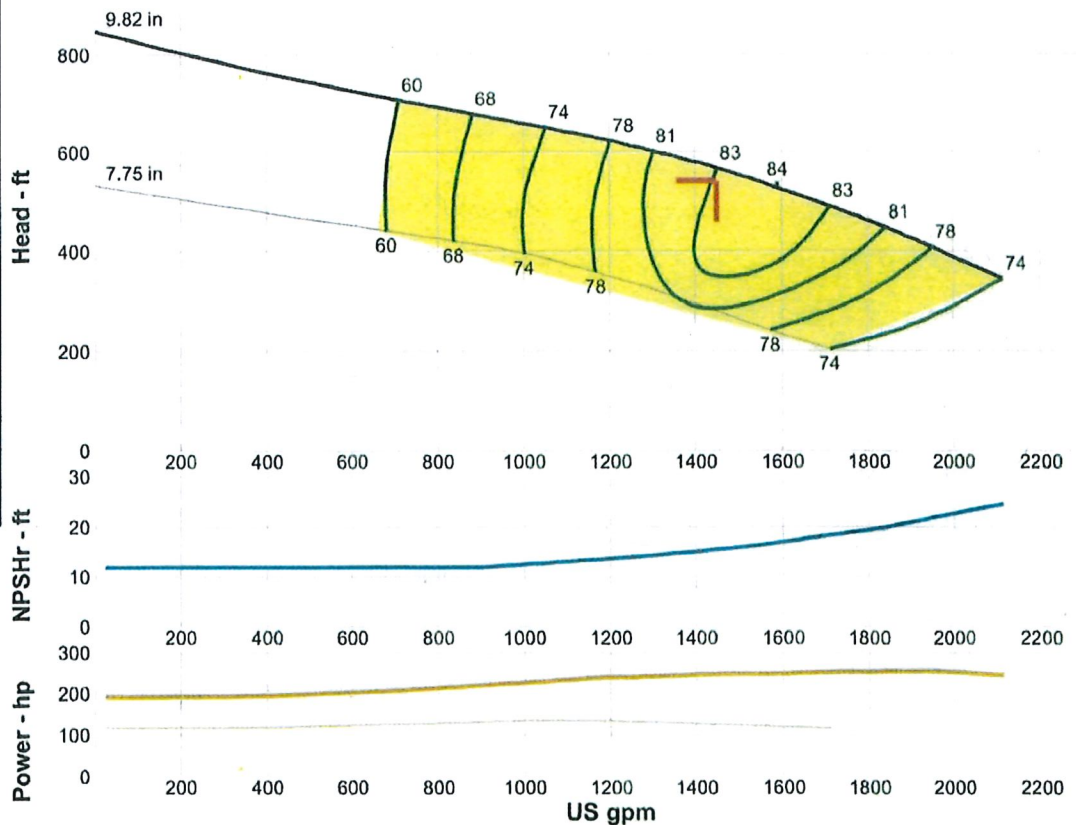
Pump Limits:

Temperature: 120 °F
Pressure: 340 psi g
Sphere size: 0.98 in
Power: ---
Eye area: ---

Pump Selection Warnings:

Pump shutoff dP exceeds limit for the pump.
Selected motor does not meet sizing criteria.

---- Data Point ----	
Flow:	1450 US gpm
Head:	567 ft
Eff:	83%
Power:	250 hp
NPSHr:	15.5 ft
---- Design Curve ----	
Shutoff head:	847 ft
Shutoff dP:	367 psi
Min flow:	---
BEP:	84% @ 1590 US gpm
NOL power:	257 hp @ 1841 US gpm
-- Max Curve --	
Max power:	257 hp @ 1841 US gpm



Discharge Sizes-8",10",12". Curves are certified for water at 60°F only. Consult factory for performance with any other fluid.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
1740	1770	480	82.5	255	18.8
1450	1770	567	83	250	15.5
1160	1770	631	76.9	240	13.5
870	1770	681	67.5	221	12
580	1770	733	49.2	208	12

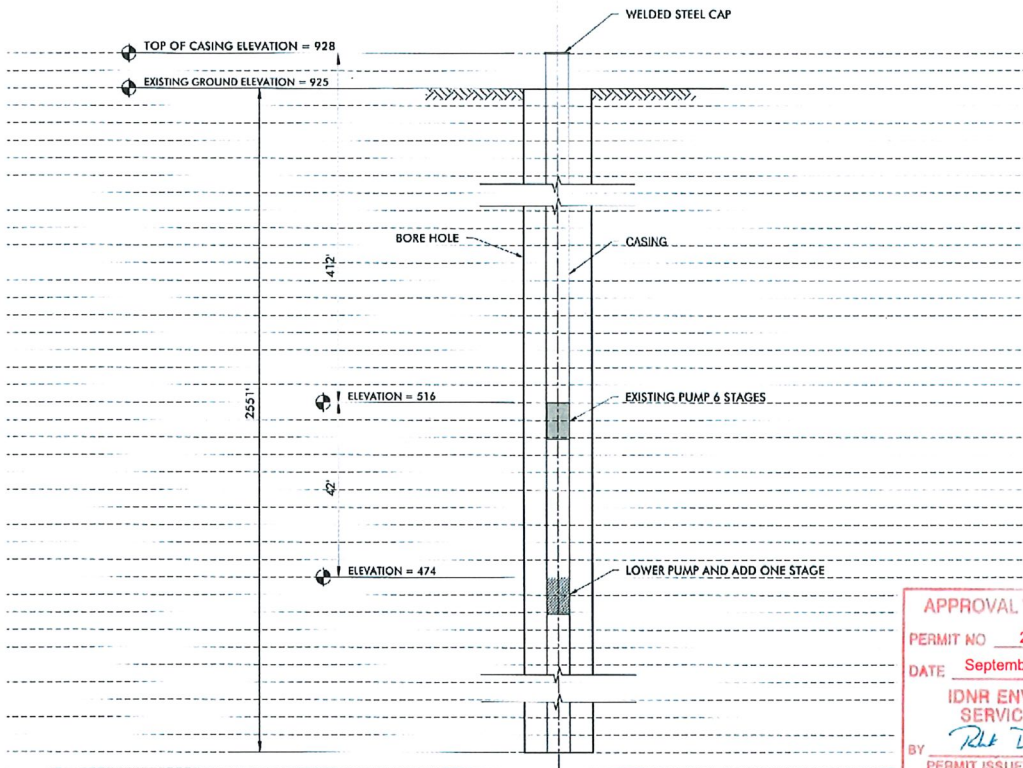


BLACK = WALL THICKNESS
BLUE = WEIGHT PER FOOT

1-888-558-1702
Fax (618) 463-1755
email: sales@eagletubular.com

Pipe Size	O.D. (Inches)	5	10	20	30	40	STD	60	80	XH	100	120	140	160	XXH
1/8	405	036	049			088	088		088	093					
1/4	540	049	065			088	088		119	119					
3/8	675	049	085			093	093		128	128					
1/2	840	065	093			109	109		147	147				187	294
3/4	1050	085	109			147	147		179	179				219	303
1	1315	085	109			147	147		217	217				250	358
1 1/4	1660	085	109			147	147		217	217				250	358
1 1/2	1900	085	109			147	147		217	217				250	358
2	2375	085	109			147	147		217	217				250	358
2 1/2	2875	085	109			147	147		217	217				250	358
3	3500	085	109			147	147		217	217				250	358
3 1/2	40	085	109			147	147		217	217				250	358
4	45	085	109			147	147		217	217				250	358
4 1/2	50	085	109			147	147		217	217				250	358
5	5500	085	109			147	147		217	217				250	358
6	6625	085	109			147	147		217	217				250	358
7	7625	085	109			147	147		217	217				250	358
8	8625	085	109			147	147		217	217				250	358
9	9625	085	109			147	147		217	217				250	358
10	1075	085	109			147	147		217	217				250	358
11	1175	085	109			147	147		217	217				250	358
12	1275	085	109			147	147		217	217				250	358
14	140	085	109			147	147		217	217				250	358
16	160	085	109			147	147		217	217				250	358
18	180	085	109			147	147		217	217				250	358
20	200	085	109			147	147		217	217				250	358
22	220	085	109			147	147		217	217				250	358
24	240	085	109			147	147		217	217				250	358
26	260	085	109			147	147		217	217				250	358
28	280	085	109			147	147		217	217				250	358
30	300	085	109			147	147		217	217				250	358
32	320	085	109			147	147		217	217				250	358
34	340	085	109			147	147		217	217				250	358
36	360	085	109			147	147		217	217				250	358
42	420	085	109			147	147		217	217				250	358
48	480	085	109			147	147		217	217				250	358

STEEL PIPE
SQUARE TUBING
RECTANGULAR
TUBING
MECHANICAL
TUBING
COMPLETE CUTTING
& FABRICATION
FACILITIES



- NOTES:
1. ALL MATERIALS TO COMPLY WITH NSF 61.
 2. DISINFECT WELL AFTER MODIFICATIONS IN ACCORDANCE WITH AWWA 654.

SOUTH JORDAN WELL (201)
NOT TO SCALE



I HEREBY CERTIFY THAT THE ENGINEERING AND SURVEYING DOCUMENT HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER AND I HAVE NOT BEEN REPEALED THE STATE OF IOWA.

DATE: September 8, 2022

BY: Michael F. Griffin, P.E.

PERMIT ISSUED WITHOUT REVIEW

McCLURE
228 West Federal Street
Fort Dodge, Iowa 50501
P 515-281-4100
F 515-281-4100

Arkansas | California | Colorado
Cedar Rapids, IA | Fort Dodge, IA
North Liberty, IA | Sioux City, IA
Mason, MO | Olathe, MO
North Kansas City, MO
Tulsa, OK

McClure Engineering Co., P.C.
is a professional engineering firm
located in Iowa and Missouri.
We provide engineering services
for water supply, wastewater
treatment, and the construction
of water supply and wastewater
treatment facilities. We are
also involved in the design and
construction of water supply and
wastewater treatment facilities
for municipalities and industrial
plants.

IOWA CERTIFICATE OF
AUTHORITY NO. 2011

PROJECT NO.
20220590W

ENGINEER: MFT
SURVEYOR: RLB
CHECKER: TWT

SOUTH JORDAN WELL
PROPOSED MODIFICATIONS
GRIMES IOWA
WELL PROFILE

DATE: 01/01

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES
WATER SUPPLY ENGINEERING SECTION
502 E 9TH STREET
DES MOINES, IOWA 50319

WATER SUPPLY
CONSTRUCTION PERMIT

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111

Permit No.: 2022-0590W
Project No.: W2022-0702
PWSID No.: 7736011

In accordance with the provisions of Sections 455B.173(9) and 455B.174(4) of the Iowa Code and 567—43.3(455B) of the Iowa Administrative Code, the Director of the Department of Natural Resources does hereby issue a permit for the construction of:

increasing the existing submersible pump from a six stage to a seven stage (additional impeller), adding steel drop pipe to increase the pump depth (approximately) from 409 feet to 451 feet below the existing ground surface including all associated appurtenances in accordance with the plans and specifications for the *South Jordan Well Modifications* project, for the City of Grimes.

Note:

- 1. Any drinking water component which comes into contact with raw, partially treated, or finished water must be certified to meet the current NSF Standard 61.**
- 2. A minimum of two consecutive satisfactory bacterial samples shall be collected at the conclusion of the disinfection procedure and prior to placing into service.**

NOTICE: The issuance of this construction permit is based SOLELY on the engineer's certification that all aspects of design included in the project meet the requirements of all applicable state and federal laws and regulations. An advisory review of the plans and specifications may be made at a later date. Construction of the project shall be initiated within one year of permit issuance or this permit is no longer valid, unless an extension is granted. A request for a permit extension must be received within one year of permit issuance. Within thirty days after completion of construction, the permit holder shall submit a certification by a Professional Engineer licensed in Iowa that the project was completed in accordance with the approved project documents.

Pursuant to Section 455B.174.4, Code of Iowa, you have the right to appeal any condition of this permit by filing with the Director of the Department of Natural Resources a notice of appeal and request for administrative hearing within thirty days of receipt of this permit.

If you have any questions, please contact Bob Campbell, P.E., via e-mail at bob.campbell@dnr.iowa.gov or by telephone at (515) 725-0222.

FOR THE DEPARTMENT OF NATURAL RESOURCES
KAYLA LYON, DIRECTOR

By: Robert D. Campbell
Environmental Services Division

Digitally signed by Robert D. Campbell
DN: C=US, E=bob.campbell@dnr.iowa.gov,
CN=Robert D. Campbell
Date: 2022.09.08 15:23:04-05'00'

Date: September 8, 2022

c: McClure Engineering, 1360 NW 121st St, Clive, IA 50325
Field Office No. 5 (Des Moines)
PWSID File No. 7736011 (green folder)



Iowa Department of Natural Resources
Water Supply Engineering Section
NOTIFICATION OF COMPLETION OF CONSTRUCTION

Notice is hereby given that construction of the project authorized by the Iowa Department of Natural Resources was completed in accordance with approved plans and specifications.

Permit # 2022-0702W	Project # W2022-0590
PWSID # 7736011	FO# 5 - Des Moines
Reviewer Bob Campbell, P.E	Date Issued 9/8/2022

☐ Water Mains

Further Action Required:

☐ Final FO Inspection

☐ Environmental Specialist

Date of Project Completion	Signature of Applicant or Authorized Agent

Return the signed notification of completion in *one* of the following ways:

1. Email this sheet to bob.campbell@dnr.iowa.gov, or
2. Fax to (515) 725-8202, or
3. Mail to:

Attn Bob Campbell, P.E
Iowa DNR Water Supply Engineering
502 E 9th St
Des Moines IA 50319-0034

RESOLUTION NO. 09-2922

RESOLUTION APPROVING REQUEST FOR STREET CLOSURE

WHEREAS, the Grimes City Code states the City Council shall either approve or disapprove requests for street closure;

WHEREAS, a request has come from a resident of Grimes who wishes to close the street for the purposes of a block party;

WHEREAS, city staff have reviewed the request and find no issues;

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

The attached (Exhibit A) request for street closure be approved.

PASSED AND APPROVED this 27th day of September, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111

515.986.3036 Fax 515.986.3846

Today's date: Sept 21, 2022

Name of Organizer/ Planner: Amy Nesbitt _

Address: 2917 NE Brentwood circle _____

City: _____ Grimes IA 50111 Code _____

Phone: ___5153307509 Alternate phone: _____

Email:

amylage@gmail.com _____

Date(s) / Time(s) for Event Oct. 15th 2022

Date: Oct. 15, 2022 _____ Start Time: 3:00pm _____ ☐ AM X PM End Time:

10:00pm _____ ☐ AM X 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: 2909 NE Brentwood Drive AND 2917 NE Brentwood Circle

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) –possibly—can have them play in a

driveway

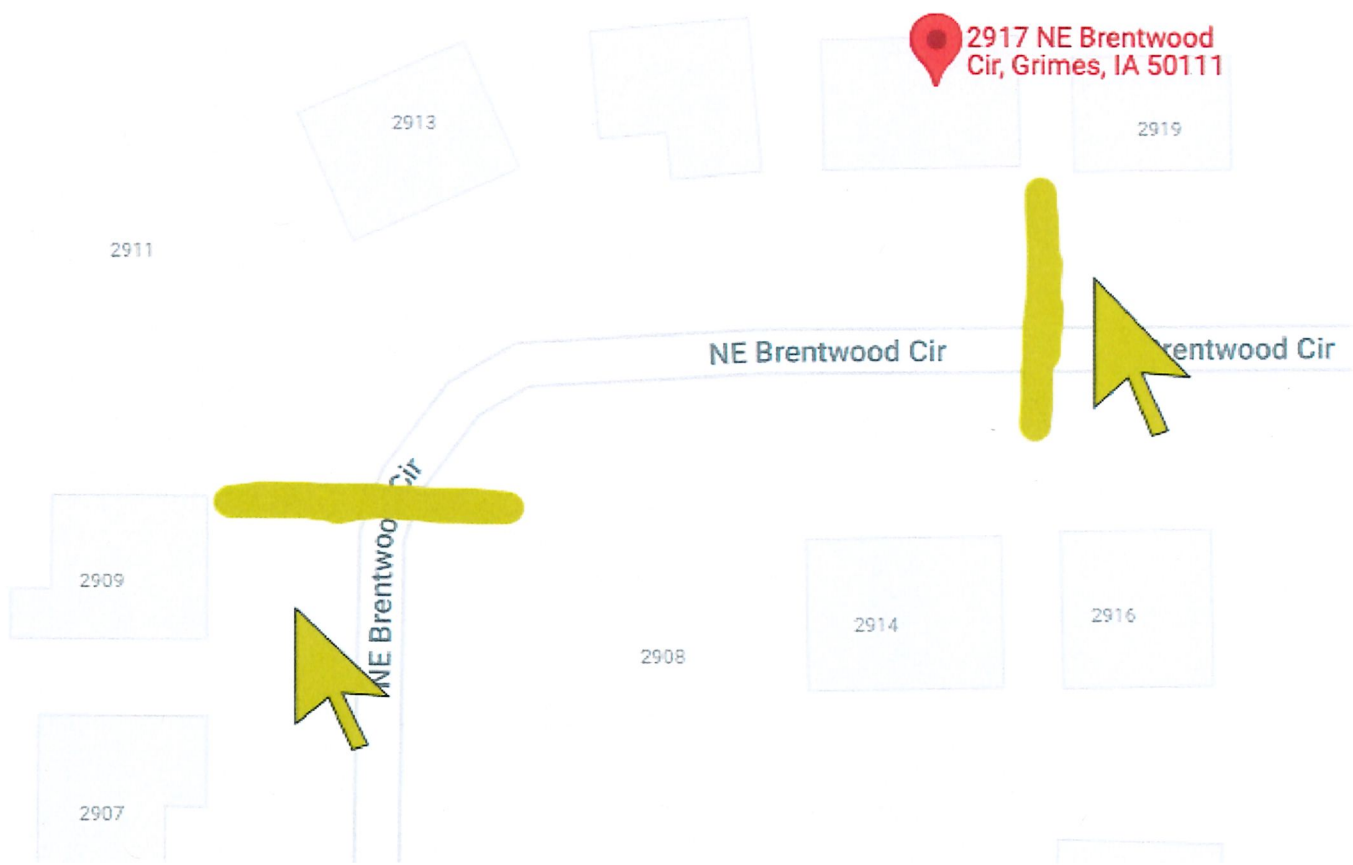
- ☐ Inflatables (planning to have them at 2100 in the empty lot)
- ☐ Food truck – possibly—have not heard back from any

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 9/22/22

Public Works Approval 9/22/22

Grimes City Council Approval _____



TO: Mayor, Council
FROM: ESF
DATE: 09 21 22
RE: Adjustments to Grimes Public Library PT Wages



The Grimes Public Library relies heavily upon part-time staff to carry out its public mission. Along with ordinary staff attrition, the Library has an increased need for part-time staff as it prepares to move operations to its new facility expected to open next calendar year.

The current pay scale was last adopted and approved by the City Council in August 2020. Since that time, the changes in the labor market coupled with unprecedented rates of inflation have necessitated revisiting part-time compensation to attract and retain employees. This is most directly supported by the salary survey of the peers Grimes uses to determine salaries (Pleasant Hill, Altoona, Waukee, Clive, Norwalk, and Johnston), which demonstrates that Grimes is below the average. The adjustments proposed herein are designed to bring Grimes to its "meet the market" standard pursuant to Resolution 06-0819 Approving and Adopting the Grimes Employee Classification and Compensation Plan, Phase I (passed June 11, 2019).

The proposed adjustment to Library Associate I (range of \$14.00 to \$17.60 per hour) and Library Associate II (range of \$14.60 to \$18.20 per hour) was presented to the Grimes Public Library Board on September 20 and approved. Because the City Council approves all hiring and wage scales, the Library Director and Human Resources Director recommend the City Council approve the Personnel Transaction Resolution approving the Grimes Public Library part-time wage scale.

RESOLUTION NO. 09-3022 APPROVING PERSONNEL TRANSACTIONS

WHEREAS, the City Administrator recommends the following additions and/or amendments to the payroll.

Section 1. A proposed updated job description for part-time Library Associate I and Library Associate II, are approved, such job descriptions to replace the previously titled “Library Associate” and previous method of pay differential associated with excess program duties for certain employees.

Section 2. That, pursuant to a salary survey, and for the reasons more specifically articulated in the memo attached hereto, the part-time pay ranges for Library Associate I are hereby approved as:

Step 1 \$14.00/hour	Step 2 \$14.60/hour
Step 3 \$15.20/hour	Step 4 \$15.80/hour
Step 5 \$16.40/hour	Step 6 \$17.00/hour
Step 7 \$17.60/hour	Step 8 \$18.20/hour

And Library Associate II

Step 1 \$14.60/hour	Step 2 \$15.26/hour
Step 3 \$15.89/hour	Step 4 \$16.52/hour
Step 5 \$17.15/hour	Step 6 \$17.78/hour
Step 7 \$18.41/hour	Step 8 \$19.04/hour

Section 3. That existing part-time staff shall have their existing pay adjusted so as to fit into the new classification system after passage of this resolution.

Section 4. The Library Director has identified a need for and previously budgeted for a full-time “Adult & Collection Development Associate.” A copy of the job description and salary range is attached and hereby approved.

Section 5. That the Grimes Public Library Board has previously approved the steps taken herein in their meeting held September 20, 2022.

Section 6. That Michael Childers is hired as a “Street Tech” in the Public Works Department pursuant to that job description previously approved by the City Council, and at the rate of \$23.34/hour, as previously specified in that collective bargaining agreement between AFSCME and the City of Grimes.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the aforementioned personnel transactions recommended by the Human Resources Director are hereby approved.

PASSED AND APPROVED this 27th date of September, 2022.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title Location

Adult & Collection Development Associate	Public Library
--	----------------

B. Job Specifications

☒ Regular, Full-Time	Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Circulation	To: Click here to enter text.
Reports to:	Head of Circulation and Assistant Director	Bargaining Unit: Click here to enter text.
Post Offer Testing:	Click here to enter text.	FLSA:
Civil Service:	Click here to enter text.	Hourly/Monthly Pay: \$22.60/ Hour – \$29.38/ Hour

C. Job Description Summary

This position works with both the Circulation and Collection Development departments. Primary responsibilities will include assisting patrons with a wide variety of needs, adult programming, and assisting the collection development process.

G. Routine Job Duties/Responsibilities

Works alongside Library Associates I & II to accomplish all circulation duties
Works with Head of Circulation and other department heads to develop and implement family and adult programming
Assists in collection management, acquisition, cataloging, processing, and withdrawal of all library materials
Assists staff in library marketing and outreach
Participates in planning and organizing work within and between the two departments
Prepares statistics and reports for all departments of the library
Oversees overdue notices, notices for lost and damaged materials, and notices for missing materials
Participates in planning and organizing work within and between the two departments

E. Periodic Job Duties/Responsibilities

Assists with library website maintenance
Represents the library at community events and city staff meetings.
Keeps informed of developing library practices and issues by attending continuing education classes and conferences.
Oversees staff and volunteers in supervisor's absence

F. Qualifications

Education/Experience:	A.A. degree or five years work experience. Two years experience in a public library setting preferred. Staff level endorsement from State Library of Iowa, or ability to receive this endorsement within two years.
Skills:	Excellent Customer service skills, phone skills, strong interpersonal skills, and above average computer skills required. Ability to pay close attention to detail, perform repetitive tasks, listen carefully, take instruction, and learn procedures quickly is required. Must work well with others.
Knowledge	Must have basic knowledge of public libraries, databases, online library systems, mathematical and computer skills or the ability to gain these skills.
Licenses:	N/A
Other:	

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Work is performed primarily in office setting with periodic field visits involving intermittent physical activity. Sufficient clarity of speech, hearing, vision and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer and associated office tools and equipment. Must be able to reach with hands and arms, stand, sit, walk, use hands to finger and grasp, handle, feel or operate objects, tools, or controls and talk or hear. Must be able to occasionally climb, balance, stoop, and crouch and/or shovel snow.
Safety Hazards: (Refer to Glossary of Terms)	N/A

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:
Reviewed with Employee by:	Date:
Employee Signature	Date:



City of Grimes Job Description

A. Position Title

Location

Library Associate II

Public Library

B. Job Specifications

☐ Regular, Full-Time	☒ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Circulation	To: Click here to enter text.
Reports to:	Head of Circulation/Youth Services	Bargaining Unit: Click here to enter text.
Post Offer Testing:	Click here to enter text.	FLSA:
Civil Service:	Click here to enter text.	Hourly/Monthly Pay: 14.60/ Hour

C. Job Description Summary

Library Associates help patrons use library services, technology, and facilities and perform a variety of circulation, administrative, technical, and other tasks under the direction of the department head and/or Library Director.

G. Routine Job Duties/Responsibilities

Serves as the main point of contact for patrons while performing associate duties such as circulating materials, managing patron accounts, and facilitating a welcoming environment.

Performs a variety of tasks using a wide range of technology including but not limited to Library ILS, word processing and spreadsheets, and digital resources and/or databases.

Answers basic reference and directional questions via phone, chat service, email, and in-person.

Enforces library policy and stays informed of library services, procedures, and events.

Collects and records daily financial transactions.

Assists in maintaining a clean and well-maintained collection and building.

Prepares statistics and reports for all departments of the library.

Collects and records daily financial transactions.

E. Periodic Job Duties/Responsibilities

Assists in technical services including but not limited to: repairing, processing damaged items; maintaining historical records; assisting with the acquisition and withdrawal processes; and assisting in the Interlibrary Loan process.

Assists in the management of the meeting room facilities.

Prepares, organizes, and presents library sponsored classes and programs and special events.

Other duties as assigned.

F. Qualifications

Education/Experience:	High school diploma or GED; one year of college preferred. Must have at least one year of experience working with the public. Prior customer experience preferred.
Skills:	Excellent Customer service skills, phone skills, strong interpersonal skills, and above average computer skills required. Ability to pay close attention to detail, listen carefully, take instruction, and learn procedures quickly is required. Must work well with others.
Knowledge	Must have basic knowledge of public libraries, databases, online library systems, mathematical and computer skills or ability to gain these skills.
Licenses:	N/A

G. Working Conditions

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

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Pre-Employment Screening

Action Required	Result	Date
☐ Reference Check	Click here to enter text.	Click here to enter text.
☐ Credit History	Click here to enter text.	Click here to enter text.
☐ Education/License Credentials	Click here to enter text.	Click here to enter text.
☐ Criminal Records	Click here to enter text.	Click here to enter text.
☐ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
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City of Grimes Job Description

A. Position Title

Location

Library Associate I

Public Library

B. Job Specifications

☐ Regular, Full-Time	☒ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Circulation	To: Click here to enter text.
Reports to:	Head of Circulation/Youth Services	Bargaining Unit: Click here to enter text.
Post Offer Testing:	Click here to enter text.	FLSA:
Civil Service:	Click here to enter text.	Hourly/Monthly Pay: 14.00/ Hour

C. Job Description Summary

Library Associates help patrons use library services, technology, and facilities and perform a variety of circulation, administrative, technical, and other tasks under the direction of the department head and/or Library Director.

G. Routine Job Duties/Responsibilities

Serves as the main point of contact for patrons while performing associate duties such as circulating materials, managing patron accounts, and facilitating a welcoming environment.
Performs a variety of tasks using a wide range of technology including but not limited to Library ILS, word processing and spreadsheets, and digital resources and/or databases.
Answers basic reference, technology, and directional questions via phone, chat service, email, and in-person.
Enforces library policy and stays informed of library services, procedures, and events.
Assists in maintaining a clean and well-maintained library collection and building.
Attends library staff meetings.
Records statistics for reports for all departments of the library.
Collects and records daily financial transactions.

E. Periodic Job Duties/Responsibilities

Assists with reader's advisory activities.
Registers patrons for programs and assists with meeting room tasks as well as assists with special programs.
Other duties as assigned.

F. Qualifications

Education/Experience:	High school diploma or GED; one year of college preferred. Must have at least one year of experience working with the public. Prior customer experience preferred.
Skills:	Excellent Customer service skills, phone skills, strong interpersonal skills, and above average computer skills required. Ability to pay close attention to detail, listen carefully, take instruction, and learn procedures quickly is required. Must work well with others.
Knowledge	Must have basic knowledge of public libraries, databases, online library systems, mathematical and computer skills.
Licenses:	N/A

G. Working Conditions

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

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☐ Credit History	Click here to enter text.	Click here to enter text.
☐ Education/License Credentials	Click here to enter text.	Click here to enter text.
☐ Criminal Records	Click here to enter text.	Click here to enter text.
☐ Employment Verification	Click here to enter text.	Click here to enter text.

L. Review

Compensation Review/Approval	Date:
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City of Grimes Job Description

A. Position Title

Location

Library Associate I

Public Library

B. Job Specifications

☐ Regular, Full-Time	☒ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Circulation	To: Click here to enter text.
Reports to:	Head of Circulation/Youth Services	Bargaining Unit: Click here to enter text.
Post Offer Testing:	Click here to enter text.	FLSA:
Civil Service:	Click here to enter text.	Hourly/Monthly Pay: 14.00/ Hour

C. Job Description Summary

Library Associates help patrons use library services, technology, and facilities and perform a variety of circulation, administrative, technical, and other tasks under the direction of the department head and/or Library Director.

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Serves as the main point of contact for patrons while performing associate duties such as circulating materials, managing patron accounts, and facilitating a welcoming environment.
Performs a variety of tasks using a wide range of technology including but not limited to Library ILS, word processing and spreadsheets, and digital resources and/or databases.
Answers basic reference, technology, and directional questions via phone, chat service, email, and in-person.
Enforces library policy and stays informed of library services, procedures, and events.
Assists in maintaining a clean and well-maintained library collection and building.
Attends library staff meetings.
Records statistics for reports for all departments of the library.
Collects and records daily financial transactions.

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Assists with reader's advisory activities.
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Education/Experience:	High school diploma or GED; one year of college preferred. Must have at least one year of experience working with the public. Prior customer experience preferred.
Skills:	Excellent Customer service skills, phone skills, strong interpersonal skills, and above average computer skills required. Ability to pay close attention to detail, listen carefully, take instruction, and learn procedures quickly is required. Must work well with others.
Knowledge	Must have basic knowledge of public libraries, databases, online library systems, mathematical and computer skills.
Licenses:	N/A

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
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☐ Education/License Credentials	Click here to enter text.	Click here to enter text.
☐ Criminal Records	Click here to enter text.	Click here to enter text.
☐ Employment Verification	Click here to enter text.	Click here to enter text.

L. Review

Compensation Review/Approval	Date:
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101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 27th, 2022

AGENDA HEADING: NE Destination Drive & NE Beaverbrooke Blvd Improvements – Snyder & Associates, Inc., Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for engineering services to extend NE Destination Drive from the current north terminus to NE Beaverbrook Blvd and NE 18th Street, along with access improvements along Hwy 141. The project will include the extension of NE Destination Dr. from Menard's to the southern property line of the Fagen Development. It will also include the design of northbound right and left turn lanes and southbound dual left turn lanes along IA 141 at the intersection with NE Beaverbrooke Blvd. with signal improvements and connection of NE Beaverbrooke Blvd to Hwy 141. These improvements will connect into the Fagen Development, which includes extending NE Beaverbrooke Blvd to Hwy 141 and NE Destination Drive from NE Beaverbrooke Blvd south to southern property line.

The schedule for this project is to design this year and coordinate with regulatory permitting, utility relocations and aim for an early spring 2023 bid letting with construction to follow. Construction is scheduled to start in spring of 2023 and end in fall of 2023.

Staff selected Snyder due to their expertise in transportation and utility engineering design. They have proven that they can handle large transportation projects like this in other communities and staff feels very comfortable working with them.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$298,400.00 based off hourly rates and fixed expenses.

This project will be funded through developer reimbursements.

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.09-3122

WHEREAS, the City of Grimes (Grimes) desires to construct an extension of NE Destination Drive from the current terminus to NE Beaverbrook Blvd and NE 18th Street, along with access improvements along Hwy 141; and,

WHEREAS, the engineering firm of Snyder & Associates, Inc. (Engineer), has substantial experience in transportation and utility infrastructure design, and is qualified to provide project coordination, geotechnical services, design & legal survey, title reports, lighting and traffic signal analysis and design, preliminary road design, final road design & specifications and bid letting services;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to the transportation and utility project;

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 27th day of September, 2022, and approved by the Mayor on the 27th day of September, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NE DESTINATION DR & NE BEAVERBROOKE BLVD IMPROVEMENTS

This Agreement is made and entered into this 27th day of September, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Snyder & Associates, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant

a. Project Administration and Coordination	\$ 33,600
b. Topographic Survey and Base Drawings	\$ 15,400
c. Boundary Survey	\$ 7,200
d. Title Reports (x1)	\$ 750
e. Design and Construction Plans Phase 1	\$ 83,600
f. Design and Construction Plans Phase 2	\$ 104,900
g. Roundabout Review	\$ 5,000
h. Lighting Analysis and Design	\$ 3,000
i. Traffic Signal Design and Plans	\$ 17,500
j. Project Information Meeting (x1)	\$ 6,300
k. Plats (x2)	\$ 1,750
l. Geotechnical Investigation	\$ 5,500

m. Utility Verification Test Holes (x4)	\$ 6,000
n. Permit Fees and Direct Expenses	\$ 1,500
o. Bid Phase Services (x2)	\$ 6,400

Sub Total	\$ 298,400
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II. Phase 1 - Construction Services of the Consultant – Added by Addendum

a. Construction Administration	By Amendment
b. Construction Staking	By Amendment
c. Construction Observation	By Amendment
d. Record Drawings	By Amendment
e. Monument Preservation	By Amendment

Sub Total	By Amendment
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III. Phase 2 - Construction Services of the Consultant – Added by Addendum

a. Construction Administration	By Amendment
b. Construction Staking	By Amendment
c. Construction Observation	By Amendment
d. Record Drawings	By Amendment
e. Monument Preservation	By Amendment

Sub Total	By Amendment
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Total	\$ 298,400
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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: Snyder & Associates, Inc.
Attn: John Haldeman, P.E.
Title: Civil Engineer
Address: 2727 SW Snyder Boulevard
City, State: Ankeny, Iowa

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, judgments 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:  Digitally signed by David
N. Moeller, P.E.
Date: 2022.09.16
10:14:03-05'00'

Name: David N. Moeller, P.E.

Title: President

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

Name: _____

Title: _____

ATTACHMENT 1 – SCOPE OF SERVICES**NE DESTINATION DRIVE & NE BEAVERBROOKE BOULEVARD IMPROVEMENTS****I. SCOPE OF WORK****A. GENERAL**

The overall PROJECT is described below.

1. The PROJECT will be constructed in four phases as depicted in the exhibit comprising Attachment 4. The improvements along IA 141 and the connection to NE Beaverbrooke Boulevard (color green in Attachment 4) is considered Phase 1 of the project and shall be publicly bid by the City.

The south extension of NE Destination Drive commencing at the existing end of roadway located approximately 1,320-feet north of East 1st Street to north approximately 1,400-feet (color red in Attachment 4) is considered Phase 2 of the project and shall be publicly bid by the City.

The improvements within and along the Fagen Development (color yellow in Attachment 4) shall be the developer's responsibility to design and construct and are not included in this Scope of Services. These improvements are considered Phase 3 and include NE Beaverbrooke Boulevard, the roundabout, and NE Destination Drive from NE Beaverbrooke Boulevard south approximately 1,400-feet.

The north extension of NE Destination Drive to NE 18th Street (color purple in Attachment 4) is considered Phase 4 of the project and shall be designed and constructed at a future date and are not included in this Scope of Services.

The Scope of Services performed by the Consultant shall include the Phase 1 and Phase 2 projects.

2. Phase 1 of the PROJECT includes the northbound right turn lane and southbound dual left turn lanes along IA 141 at the intersection with NE Beaverbrooke Boulevard. The intersection will also include northbound left turn lane improvements, traffic signal improvements, and connecting the east leg of the intersection to the Phase 3 improvements of NE Beaverbrooke Boulevard.

Phase 1 of the PROJECT includes disconnecting the east leg of the NE 18th Street intersection from IA 141. This includes removal of the northbound right turn lane, southbound left turn lane, and approximately 700 feet of NE 18th Street. The west leg of the intersection will remain open.

3. Phase 2 of the PROJECT includes the construction of NE Destination Drive from the north limits of its current location at approximately 1,320 feet north of East 1st Street to approximately 1,400 feet south of NE Beaverbrooke Boulevard. The construction includes a three-lane urban roadway section with sidewalk and trail along either side. The corridor will include storm sewer, water main, sanitary sewer, pavement markings, signing, and lighting.

Phase 2 of the PROJECT also includes disconnecting Mid American's driveway from IA 141 and providing a new driveway off of NE Destination Drive.

4. Construction is anticipated to occur over one construction season with Phase 1 bid letting of February 21, 2023 and Phase 2 bid letting of May 16, 2023.

B. BASIC ENGINEERING SERVICES

The Consultant shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering with the City, Iowa DOT, and franchise utilities, as needed.
- d. Project coordination for four (4) project management team meetings between the Consultant and the City to review design, project schedule, cost opinions, and the preliminary and check plans for both Phase 1 and Phase 2 bid sets.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

The Consultant shall provide topographic and utility survey for the proposed improvements. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane South.
- b. Vertical Datum will be provided using NAVD 88.

- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25-foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops, and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.
- f. A field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will include everything within the Phase 1 and Phase 2 project scope including approximately 25' beyond the proposed or existing right-of-way
- h. Location of trees four (4) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

The Consultant will contact the City if a known utility is not being located. The Consultant has assumed 6 (six) potholes will be completed by a sub-consultant to identify potential conflicts with the existing franchise utilities and the proposed PROJECT.

- j. The Consultant will measure elevations above ground level of overhead utility lines through the intersection where in potential conflict with new signal mast arms.
- k. Prior to performing topographic survey outside of the public right-of-way, the Consultant shall provide a Notice of Intent letter to the City for review. The Consultant shall submit the letter to the property owners with properties located along the corridor. This letter will provide information on the project and what to expect and do for the upcoming survey. Additionally, the letter will request property owners to locate their irrigation heads/lines and invisible fences along the edges of their property to be staked.

3. BOUNDARY SURVEY

Right Of Way Verification – The Consultant shall establish the existing right-of-way lines to facilitate design or concept needs and enable creation of said construction documents. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys, and section corner certificates; performing a field survey locating existing monuments for the best available evidence needed to re-establish the record boundary lines; and graphically show the boundary on the construction documents.

4. TITLE REPORTS

The Consultant shall retain and coordinate the services of an abstractor, who will be a subconsultant to the Consultant, who will prepare Certificates of Title for each parcel adjacent to the PROJECT that requires a permanent easement or acquisition for the PROJECT. One (1) title reports are anticipated.

5. DESIGN AND PLANS – PHASE 1 AND 2

The Consultant shall perform preliminary design work for both Phase 1 and Phase 2 projects necessary to further define the project scope and order of magnitude construction costs for the PROJECT. The preliminary design and plans shall represent 40% completion of the PROJECT.

Upon receipt of preliminary plan review comments from the City and Iowa DOT, the Consultant shall prepare and submit a Check Plan set for both Phase 1 and Phase 2 to the City for review and comment. The Consultant will submit an opinion of probable construction costs to the City with 5% construction contingency.

Upon receipt of check plan review comments for both Phase 1 and Phase 2 from the City and Iowa DOT (Phase 1 only), the Consultant will submit Bid Documents including standard City of Grimes front end documents for both Phase 1 and Phase 2 to the City. The Consultant will submit an opinion of probable construction costs to the City with no construction contingency. Statements of probable construction costs prepared by the Consultant represent the best judgment as a design consultant familiar with the construction industry.

The final construction documents for the PROJECT shall include the following information:

- a. Title sheet, general project notes, and typical sections and details (A & B Sheets).
- b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).
- c. Roadway plan and profile sheets with horizontal and vertical profiles, roadway ditches, construction limits (D & E-Sheets). The E-sheets shall also include the new driveway into Mid American Energy's facility.
- d. Removal sheets (F-Sheets).
- e. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).
- f. Existing and proposed Right-of-Way information (H-Sheets).
- g. Staging and traffic control plans, details, and notes (J-Sheets).
- h. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).

- i. Storm sewer plan and profile sheets (M-Sheets).
- j. Sanitary sewer plan and profile sheets (MSA-Sheets).
- k. Water main plan and profile sheets (MWM-Sheets).
- l. Traffic signal and fiber optic plans (N-Sheets) as detailed in Article I, 7.
- m. Lighting, pavement marking, and signing Sheets (P-Sheets). The Consultant will design and prepare a street lighting plan for NE Destination Drive. This information will be submitted to Mid-American Energy, which will prepare and submit a proposal to the City for the street lighting installation.
- n. Erosion control and final surfacing plan (R-Sheets).
- o. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).
- p. Earthwork tabulation sheets (T-Sheets).
- q. Special detail sheets (U Sheets).
- r. Mainline and side road cross-sections (W & X Sheets).

6. ROUNDABOUT REVIEW

The Consultant shall perform design reviews of the roundabout at the preliminary and check plan stages. The Consultant shall provide any necessary comments to the City of the roundabout design performed by the developer.

The Consultant shall coordinate with the developer to exchange electronic files, so the Phase 1 and Phase 2 City projects align vertically and horizontally with the developer's Phase 3 project both at the roundabout and the NE Beaverbrooke Boulevard and IA 141 intersection.

7. TRAFFIC SIGNAL DESIGN AND PLANS

The Consultant will design traffic signal modifications for the IA 141 & NE Beaverbrooke Boulevard intersection. Modifications are anticipated to include installation of a new signal pole, relocation of two signal poles, signal head modifications, replacement of signal cabinet, addition of pedestrian accommodations on the north approach, and necessary wiring modifications. The necessary plan sheets will be prepared to account for the signal modifications. The PROFESSIONAL will prepare an application for traffic control device permit as required by the Iowa DOT for the signal modifications.

8. LIGHTING ANALYSIS AND DESIGN

- a. The Consultant shall determine proposed light pole locations along NE Destination Drive within the limits of the PROJECT.
- b. The Consultant shall perform photometric analysis of the proposed lighting layout.
- c. The Consultant shall prepare plan sheets showing the proposed lighting layout and provide to the City for approval. The Consultant will furnish plan sheets to MidAmerican Energy for pricing and installation, as directed by the City.

9. PROJECT INFORMATION MEETINGS

Following completion of the Phase 1 preliminary design, the Consultant and City will present the design to the property owners and tenants within the project limits at a Project Information Meeting. The Consultant shall be responsible for preparing an aerial display strip map for the meeting that will depict the project details, attending the meetings, and responding to property owner questions. The City will be responsible for notifying the owners and tenants along the PROJECT corridor. It is anticipated that a Project Information Meeting for Phase 2 will not be required.

10. ACQUISITION AND EASEMENT PLATS

The Consultant will provide an updated Acquisition and/or Easement Plat in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. One original signed Plat will be provided to the City for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on an estimated unit price as shown in the agreement for each type of plat created and as required by the PROJECT. An estimated number of plats for this PROJECT is shown below:

- | | |
|------------------------------|---|
| a. Acquisition Plats: | 1 |
| b. Permanent Easement Plats: | 1 |

11. GEOTECHNICAL INVESTIGATION

Through a subconsultant, the Consultant shall perform the soils and materials testing for soils investigation of the PROJECT. This includes up to four (4) borings at approximately one (1) boring every 400 feet along NE Destination

Drive. The boring depths shall be at a depth greater than the proposed sanitary sewer construction. A geotechnical report will be provided that will consist of soil data, proposed soil treatment, and pavement recommendations.

12. UTILITY VERIFICATION TEST HOLES

The Consultant shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated six (6) utility test holes. Test holes shall be performed prior to check plan submittals.

13. PERMIT FEES AND DIRECT EXPENSES

The Consultant will prepare and apply for any necessary permits required for the construction of the PROJECT, including Iowa DNR Water Main Construction, Iowa DNR Sanitary Sewer Construction, Iowa DNR NPDES, Iowa DOT Traffic Signal, and Iowa DOT Work in ROW. It is anticipated permits shall be required for the Phase 1 and Phase 2 projects.

14. BID PHASE SERVICES (TWO BID LETTINGS)

The Consultant shall perform the following services:

- a. Bidding Documents. Both Phase 1 and Phase 2 of the PROJECT will be let by the City, and the Consultant shall supply the necessary Contract Documents for this process. The Consultant shall distribute the Contract Documents to potential bidders via upload to QuestCDN and paper copies when requested.
- b. Advertising. The Consultant shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the City during this phase of services.
- c. Bidding. The Consultant shall attend the meetings at which bids are opened, tabulate the bids, and provide a recommendation to the City regarding award of the construction contract to the lowest qualified bidder.

C. CONSTRUCTION SERVICES

Construction services will be added by a separate Amendment to this Agreement.

ATTACHMENT 2 – SCHEDULE

NE DESTINATION DRIVE & NE BEAVERBROOKE BOULEVARD IMPROVEMENTS

I. WORK SCHEDULE

This PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	September 27, 2022
Complete Topo and Boundary Survey	October 14, 2022

Phase 1

Project Management Team Meeting #1	November 4, 2022
Submit IA 141 Preliminary Plan for DOT Review	November 11, 2022
Submit Preliminary Plans	November 23, 2022
Project Management Team Meeting #2	December 6, 2022
Public Information Meeting #1	December 13, 2022
Submit Check Plans	December 23, 2022
Project Management Team Meeting #3	December 27, 2022
Submit Final Plans for DOT	December 30, 2022
Submit Final Plans	January 20, 2023
Bid Letting	February 21, 2023
Construction	April 2023 – July 2023

Phase 2

Begin Design	January 13, 2023
Submit Preliminary Plans	February 10, 2023
Project Management Team Meeting #4	February 28, 2023
Submit Check Plans	March 10, 2023
Project Management Team Meeting #5	March 21, 2023
Submit Final Plans	April 14, 2023
Bid Letting	May 16, 2023
Construction	June 2023 – November 2023

ATTACHMENT 3 – SCHEDULE OF FEES

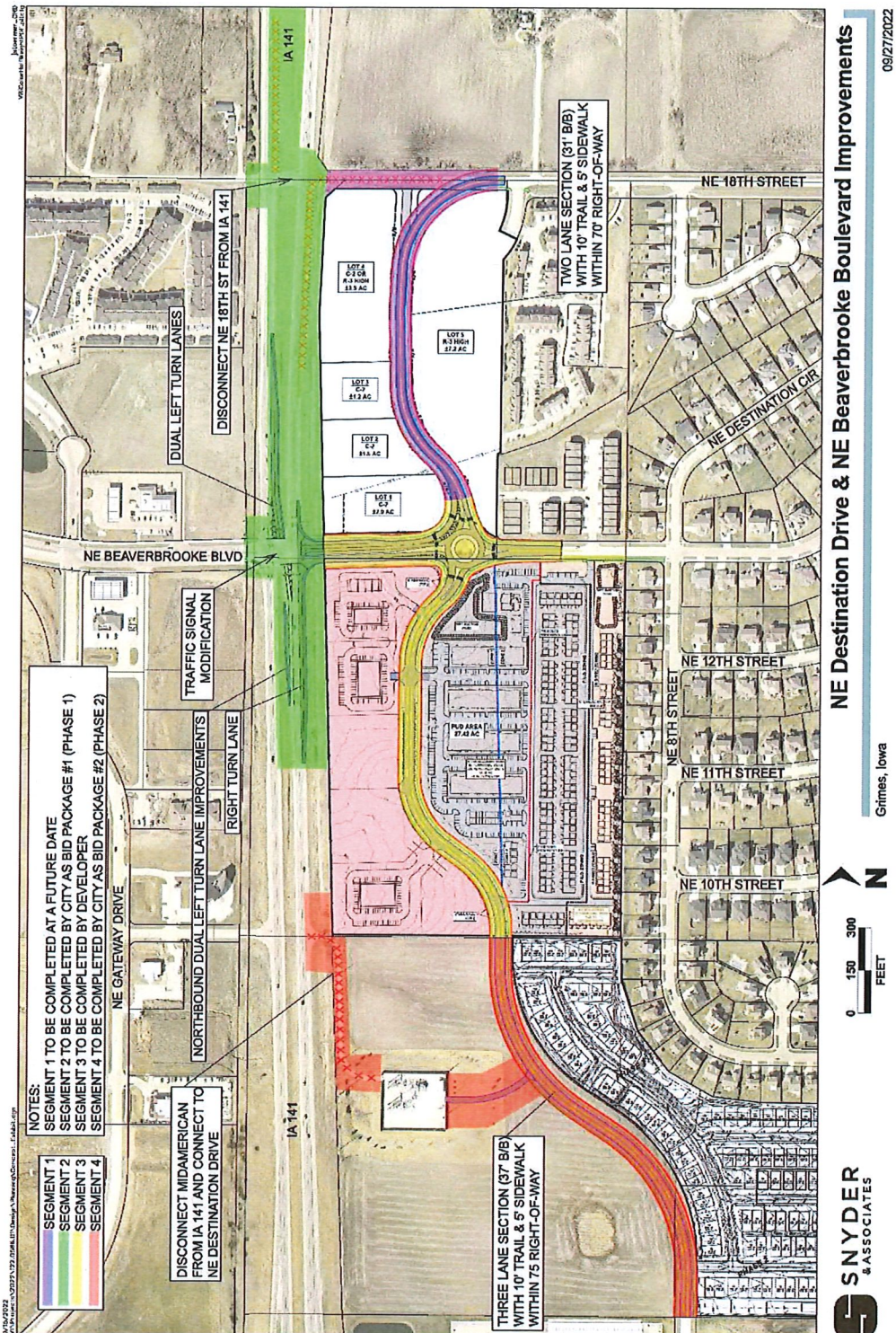
SNYDER & ASSOCIATES, INC. 2022-23 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	hour
Principal I	\$217.00	hour
Senior	\$198.00	hour
VIII	\$181.00	hour
VII	\$172.00	hour
VI	\$163.00	hour
V	\$152.00	hour
IV	\$141.00	hour
III	\$129.00	hour
II	\$116.00	hour
I	\$103.00	hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	hour
Senior	\$132.00	hour
VIII	\$123.00	hour
VII	\$113.00	hour
VI	\$102.00	hour
V	\$92.00	hour
IV	\$83.00	hour
III	\$75.00	hour
II	\$69.00	hour
I	\$60.00	hour
Administrative		
II	\$71.00	hour
I	\$58.00	hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	

REIMBURSABLE EXPENSES

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

ATTACHMENT 4 – EXHIBIT



PAY REQUESTS

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Native Vegetation Enhancements in Storm Water Treatment Facilities
Contractor: Redbud Landscaping, LLC
Address: 1208 E 20th Court, Des Moines, IA 50317
Finance Budget Code: 740-865-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 3569

Date of Council Meeting: September 27, 2022 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: June 24, 2022 Through: September 18, 2022

Contract Summary

Original Contract Amount:	\$	19,201.50	
Net change by Change Orders:	\$	23,496.50	
Contract Amount to Date: (line 1 ± 2)	\$		42,698.00
Total completed and stored to date:	\$	25,969.00	
Retainage: 5 % of Completed Work:	\$	1,298.45	
Total Earned less Retainage:	\$		24,670.55
Less previous applications for payment:	\$		23,939.53
SUBTOTAL			\$ 731.02

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 731.02

Balance to finish, including retainage: \$ 18,027.45

Contract Time Remaining (If applicable) - #

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: Redbud Landscaping, LLC
 Signature: Firm Name:
 Date: 9/19/2022

Engineer / Consultant Approval: Nilles Associates, Inc.
 Signature: Firm Name:
 Date: 9/19/2022

City of Grimes Staff Approval:
 Signature:
 Date: 9-21-22

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	August 2020 - Mowing	AC	1.70		1.70	\$ 370.00	\$ 629.00	1.70	\$ 629.00	-	100.00%
2	September 2020 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	-	100.00%
3	October 2020 - Herbicide	AC	1.70	0.20	1.90	\$ 125.00	\$ 237.50	1.90	\$ 237.50	-	100.00%
4	November 2020 - Native Seeding	AC	1.70	0.10	1.80	\$ 2,900.00	\$ 5,220.00	1.80	\$ 5,220.00	-	100.00%
5	November 2020 - BFM Hydromulch	AC	1.60	0.10	1.70	\$ 3,800.00	\$ 6,460.00		\$ -	1.70	0.00%
6	November 2020 - Rolled Erosion Control Product	SY	400.00		400.00	\$ 2.95	\$ 1,180.00	400.00	\$ 1,180.00	-	100.00%
7	May 2021 - Mowing	AC	1.70	0.10	1.80	\$ 250.00	\$ 450.00	1.80	\$ 450.00	-	100.00%
8	June 2021 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	-	100.00%
9	September 2021 - Herbicide	AC	3.80	0.20	4.00	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00	-	100.00%
10	November 2021 - Mowing	AC	1.70	0.10	1.80	\$ 250.00	\$ 450.00		\$ -	1.80	0.00%
11	CO#1 - September 2020 - Mowing	AC		1.80	1.80	\$ 370.00	\$ 666.00	1.80	\$ 666.00	-	100.00%
12	CO#1-Conventional Seeding - Type 1 Lawn	AC		0.20	0.20	\$ 7,285.00	\$ 1,457.00	0.20	\$ 1,457.00	-	100.00%
13	CO#1-Repair Seeding - Mesic Mix	AC		0.10	0.10	\$ 2,900.00	\$ 290.00	0.10	\$ 290.00	-	100.00%
14	CO#2 - Preparation and Mesic Mix Seeding	AC		2.00	2.00	\$ 4,595.00	\$ 9,190.00	2.00	\$ 9,190.00	-	100.00%
15	CO#2 - May 2022 - Mowing	AC		2.00	2.00	\$ 250.00	\$ 500.00		\$ -	2.00	0.00%
16	CO#2 - June 2022 - Herbicide	AC	3.80	2.20	6.00	\$ 350.00	\$ 2,100.00	4.80	\$ 1,680.00	1.20	80.00%
17	CO#3 - Systemic Herbicide - July 2022 - Autumn Park, NW 8th - 2x	AC		1.40	1.40	\$ 700.00	\$ 980.00	0.70	\$ 490.00	0.70	50.00%
18	CO#3 - Mowing - July 2022 - NE Little Beaver Drive Basin	AC		0.80	0.80	\$ 350.00	\$ 280.00	0.80	\$ 280.00	-	100.00%
19	CO#3 - Spot Herbicide - August 2022 - All areas	AC		6.00	6.00	\$ 350.00	\$ 2,100.00		\$ -	6.00	0.00%
20	CO#3 - Mowing - September 2022 - NE Little Beaver Drive Basin	AC		0.80	0.80	\$ 350.00	\$ 280.00		\$ -	0.80	0.00%
21	CO#3 - Repair Native Seeding - Sept 2022 - NW Brookside, Gabus	AC		0.50	0.50	\$ 2,900.00	\$ 1,450.00		\$ -	0.50	0.00%
22	CO#3 - Mowing - July 2023 - Autumn Pk, NW 8th, NE Little Beaver	AC		3.50	3.50	\$ 351.00	\$ 1,228.50		\$ -	3.50	0.00%
23	CO#3 - Mowing - Sept 2023 - Autumn Pk, NW 8th, NE Little Beaver	AC		3.50	3.50	\$ 352.00	\$ 1,232.00		\$ -	3.50	0.00%
24	CO#3 - Spot Herbicide - October 2023 - All areas	AC		6.00	6.00	\$ 353.00	\$ 2,118.00		\$ -	6.00	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 42,698.00

\$ 25,969.50

60.82%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 8, 2020	\$ 597.55
2	October 27, 2020	\$ 2,188.33
3	February 9, 2021	\$ 7,739.65
4	June 22, 2021	\$ 427.50
5	August 10, 2021	\$ 1,329.52
6	October 12, 2021	\$ 10,060.98
7	August 23, 2022	\$ 1,596.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 23,939.53

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ 3,438.00
2	June 8, 2021	\$ 10,390.00
3	June 28, 2022	\$ 9,668.50
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TOTAL \$ 23,496.50

Contract Time Remaining

Contract Period: 11
Original Contract Date: August 12, 2020
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: _____
Time Used to Date: _____
Contract Time Remaining: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Waterworks Park Improvements
Contractor: Edge Commercial, LLC.
Address: 3155 SE Miehe Drive, Grimes, IA 50111
Finance Budget Code: 348-430-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 28, 2022 **Vendor #** 1334

Date of Council Meeting: September 27, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: August 1, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	3,731,765.39	
Net change by Change Orders:	\$	16,992.20	
Contract Amount to Date: (line 1 ± 2)	\$	3,748,757.59	
Total completed and stored to date:	\$	522,522.38	
Retainage: 5 % of Completed Work:	\$	26,126.12	
Total Earned less Retainage:	\$	496,396.26	
Less previous applications for payment:	\$	194,840.25	
SUBTOTAL			\$ 301,556.01

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 301,556.01

Balance to finish, including retainage: \$ 3,252,361.33

Contract Time Remaining (If applicable) 166.00 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: Edge Commercial, LLC.

Signature:  Firm Name: _____ Date: 9/8/22

Engineer/Consultant Approval: ISG Inc.

Signature:  Firm Name: _____ Date: 9/8/22

City of Grimes Staff Approval: 

Signature: _____ Date: 9-21-22

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: 9/1/2022

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	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 8,025.00	\$ 8,025.00	1.00	\$ 8,025.00	-	100.00%
2	EXCAVATION, CLASS 10	CY	3,725.00		3,725.00	\$ 11.77	\$ 43,843.25	3,350.00	\$ 39,429.50	375.00	89.93%
3	SUBGRADE PREPARATION	SY	1,915.00		1,915.00	\$ 5.38	\$ 10,302.70		\$ -	1,915.00	0.00%
4	SUBBASE, MODIFIED, 4 INCH	SY	3,750.00		3,750.00	\$ 11.77	\$ 44,137.50		\$ -	3,750.00	0.00%
5	SUBBASE, MODIFIED, 6 INCH	SY	1,915.00		1,915.00	\$ 11.77	\$ 22,539.55		\$ -	1,915.00	0.00%
6	SANITARY SEWER SERVICE STUB, PVC, 6 IN.	LF	400.00		400.00	\$ 88.81	\$ 35,524.00	400.00	\$ 35,524.00	-	100.00%
7	SANITARY SEWER CLEANOUT	EA	2.00		2.00	\$ 1,188.50	\$ 2,377.00	2.00	\$ 2,377.00	-	100.00%
8	STORM SEWER, TRENCHED, RCP, 12 INCH	LF	137.00		137.00	\$ 99.51	\$ 13,632.87	137.00	\$ 13,632.87	-	100.00%
9	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	271.00		271.00	\$ 99.51	\$ 26,967.21	271.00	\$ 26,967.21	-	100.00%
10	STORM SEWER, TRENCHED, PVC, 6 INCH	LF	160.00		160.00	\$ 88.81	\$ 14,209.60	160.00	\$ 14,209.60	-	100.00%
11	STORM SEWER, TRENCHED, PVC, 10 INCH	LF	12.00		12.00	\$ 214.00	\$ 2,568.00	12.00	\$ 2,568.00	-	100.00%
12	LINEAR TRENCH DRAIN AT SPLASH PAD	LF	16.00		16.00	\$ 145.50	\$ 2,328.00		\$ -	16.00	0.00%
13	PIPE APRON, RCP, 15 INCH	EA	1.00		1.00	\$ 5,116.00	\$ 5,116.00	1.00	\$ 5,116.00	-	100.00%
14	SUBDRAIN, PERFORATED, 6 INCH	LF	1,610.00		1,610.00	\$ 37.45	\$ 60,294.50	1,610.00	\$ 60,294.50	-	100.00%
15	SUBDRAIN CLEANOUT	EA	6.00		6.00	\$ 986.67	\$ 5,920.02	6.00	\$ 5,920.02	-	100.00%
16	SUBDRAIN OUTLETS AND CONNECTIONS	EA	10.00		10.00	\$ 259.00	\$ 2,590.00	10.00	\$ 2,590.00	-	100.00%
17	WATER MAIN, TRENCHED, C900 PVC, 8 INCH	LF	350.00	(70.00)	280.00	\$ 74.90	\$ 20,972.00	280.00	\$ 20,972.00	-	100.00%
18	WATER SERVICE PIPE, TYPE K COPPER, 1 INCH	LF	50.00		50.00	\$ 44.94	\$ 2,247.00	50.00	\$ 2,247.00	-	100.00%
19	WATER SERVICE PIPE, TYPE K COPPER, 2 INCH	LF	220.00		220.00	\$ 65.27	\$ 14,359.40	220.00	\$ 14,359.40	-	100.00%
20	VALVE, GATE VALVE, 8 INCH	EA	2.00		2.00	\$ 3,542.00	\$ 7,084.00	2.00	\$ 7,084.00	-	100.00%
21	TAPPING VALVE ASSEMBLY, 8 INCH	EA	1.00		1.00	\$ 8,956.00	\$ 8,956.00	1.00	\$ 8,956.00	-	100.00%
22	FIRE HYDRANT ASSEMBLY	EA	1.00		1.00	\$ 7,811.00	\$ 7,811.00	1.00	\$ 7,811.00	-	100.00%
23	STORM MANHOLE, SW-401, 48 INCH DIA.	EA	4.00		4.00	\$ 6,104.50	\$ 24,418.00	4.00	\$ 24,418.00	-	100.00%
24	INTAKE, SW-501	EA	1.00		1.00	\$ 4,485.00	\$ 4,485.00	1.00	\$ 4,485.00	-	100.00%
25	INTAKE, SW-505	EA	1.00		1.00	\$ 5,687.00	\$ 5,687.00	1.00	\$ 5,687.00	-	100.00%
26	INTAKE, SW-512	EA	2.00		2.00	\$ 4,924.00	\$ 9,848.00	2.00	\$ 9,848.00	-	100.00%
27	INTAKE, SW-513	EA	1.00		1.00	\$ 9,915.00	\$ 9,915.00	1.00	\$ 9,915.00	-	100.00%
28	REMOVE INTAKE	EA	1.00		1.00	\$ 1,872.00	\$ 1,872.00	1.00	\$ 1,872.00	-	100.00%
29	PAVEMENT, PCC, 7 INCH	SY	1,660.00		1,660.00	\$ 53.11	\$ 88,162.60	70.00	\$ 3,717.70	1,590.00	4.22%
30	REMOVAL OF SIDEWALK	SY	20.00		20.00	\$ 26.75	\$ 535.00	20.00	\$ 535.00	-	100.00%
31	SIDEWALK, PCC, 6 INCH	SY	2,030.00		2,030.00	\$ 62.34	\$ 126,550.20		\$ -	2,030.00	0.00%
32	DETECTABLE WARNING	SF	36.00		36.00	\$ 29.72	\$ 1,069.92		\$ -	36.00	0.00%
33	PAVEMENT REMOVAL	SY	280.00		280.00	\$ 19.26	\$ 5,392.80	280.00	\$ 5,392.80	-	100.00%
34	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6.30		6.30	\$ 169.21	\$ 1,066.02		\$ -	6.30	0.00%
35	PAINTED SYMBOLS AND LEGENDS	EA	2.00		2.00	\$ 337.00	\$ 674.00		\$ -	2.00	0.00%
36	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 4,280.00	\$ 4,280.00	1.00	\$ 4,280.00	-	100.00%
37	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (NATIVE PLANTING MIX)	AC	0.30		0.30	\$ 9,523.33	\$ 2,857.00		\$ -	0.30	0.00%
38	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (DETENTION BASIN MIX)	AC	0.32		0.32	\$ 9,096.88	\$ 2,911.00		\$ -	0.32	0.00%
39	SOD	SQ	314.00		314.00	\$ 98.24	\$ 30,847.36		\$ -	314.00	0.00%
40	GRASSES, 1 GAL	EA	90.00		90.00	\$ 21.40	\$ 1,926.00		\$ -	90.00	0.00%
41	PERENNIALS, 1 GAL	EA	908.00		908.00	\$ 21.40	\$ 19,431.20		\$ -	908.00	0.00%
42	SHRUBS, 3 GAL	EA	317.00		317.00	\$ 69.55	\$ 22,047.35		\$ -	317.00	0.00%
43	TREE, OVERSTORY, 2" CAL	EA	37.00		37.00	\$ 518.95	\$ 19,201.15		\$ -	37.00	0.00%
44	TREE, EVERGREEN, 4' HT MIN	EA	44.00		44.00	\$ 304.95	\$ 13,417.80		\$ -	44.00	0.00%
45	SWPPP PREPARATION	LS	1.00		1.00	\$ 1,070.00	\$ 1,070.00	1.00	\$ 1,070.00	-	100.00%
46	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 2,140.00	\$ 2,140.00	0.30	\$ 642.00	0.70	30.00%
47	FILTER SOCK, 9 INCH DIAMETER	LF	2,500.00		2,500.00	\$ 2.67	\$ 6,675.00	2,500.00	\$ 6,675.00	-	100.00%
48	TEMPORARY RECP, TYPE 2.D	SY	3,150.00		3,150.00	\$ 2.94	\$ 9,261.00		\$ -	3,150.00	0.00%
49	RIP RAP, EROSION STONE	TON	4.00		4.00	\$ 113.25	\$ 453.00	4.00	\$ 453.00	-	100.00%
50	EROSION CONTROL MULCHING, HYDROMULCHING	AC	3.00		3.00	\$ 4,494.00	\$ 13,482.00		\$ -	3.00	0.00%
51	MOBILIZATION	LS	1.00		1.00	\$140,000.00	\$ 140,000.00	0.50	\$ 70,000.00	0.50	50.00%
52	CONCRETE WASHOUT	LS	1.00		1.00	\$ 1,070.00	\$ 1,070.00	0.15	\$ 160.50	0.85	15.00%
53	PLAY TURF SURFACING (NATURE PLAYSCAPE)	SF	4,535.00		4,535.00	\$ 30.65	\$ 138,997.75		\$ -	4,535.00	0.00%
54	PCC CURB AT PLAY TURF	LF	223.00		223.00	\$ 115.16	\$ 25,680.68		\$ -	223.00	0.00%
55	SPLASH PAD PAVEMENT	SF	5,284.00		5,284.00	\$ 10.53	\$ 55,640.52		\$ -	5,284.00	0.00%
56	SPLASH PAD FEATURES AND EQUIPMENT	LS	1.00		1.00	\$493,600.00	\$ 493,600.00		\$ -	1.00	0.00%
57	DRY CREEK BED PAVEMENT	SF	1,850.00		1,850.00	\$ 17.35	\$ 32,097.50		\$ -	1,850.00	0.00%
58	BENCH	EA	3.00		3.00	\$ 1,946.00	\$ 5,838.00		\$ -	3.00	0.00%
59	SANDSTONE BENCH	EA	4.00		4.00	\$ 5,312.50	\$ 21,250.00		\$ -	4.00	0.00%
60	LITTER RECEPTACLE	EA	5.00		5.00	\$ 1,615.60	\$ 8,078.00		\$ -	5.00	0.00%
61	BIKE RACK	EA	12.00		12.00	\$ 802.50	\$ 9,630.00		\$ -	12.00	0.00%
62	PICNIC TABLE	EA	6.00		6.00	\$ 3,595.17	\$ 21,571.02		\$ -	6.00	0.00%
63	PICNIC TABLE (ADA)	EA	4.00		4.00	\$ 3,595.25	\$ 14,381.00		\$ -	4.00	0.00%
64	PLAY MOUND	SF	735.00		735.00	\$ 25.25	\$ 18,558.75		\$ -	735.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

65	PEDESTRIAN BRIDGES	LS	1.00		1.00	\$61,688.00	\$ 61,688.00		\$ -	1.00	0.00%
66	LIMESTONE BLOCK	EA	4.00		4.00	\$ 1,605.00	\$ 6,420.00		\$ -	4.00	0.00%
67	OUTCROPPING BORDER	EA	60.00		60.00	\$ 1,926.00	\$ 115,560.00		\$ -	60.00	0.00%
68	BOULDER AT SPLASH PAD	EA	45.00		45.00	\$ 1,070.00	\$ 48,150.00		\$ -	45.00	0.00%
69	SITE SHELTER	LS	1.00		1.00	\$700,000.00	\$ 700,000.00	0.10	\$ 70,000.00	0.90	10.00%
70	SITE ELECTRICAL	LS	1.00		1.00	\$357,018.00	\$ 357,018.00		\$ -	1.00	0.00%
71	LANDSCAPE EDGING	LF	677.00		677.00	\$ 10.92	\$ 7,392.84		\$ -	677.00	0.00%
72	MULCH	CY	117.00		117.00	\$ 107.00	\$ 12,519.00		\$ -	117.00	0.00%
73	TREE PROTECTION FENCE	LF	601.00		601.00	\$ 5.08	\$ 3,053.08	601.00	\$ 3,053.08	-	100.00%
74	ARCHED WATERFALL	LS	1.00		1.00	\$55,640.00	\$ 55,640.00		\$ -	1.00	0.00%
A1	PARKING LOT LIGHTING	LS	1.00		1.00	\$50,400.00	\$ 50,400.00		\$ -	1.00	0.00%
B1	POURED IN PLACE SURFACING (NORTH PLAYGROUND)	SF	3,630.00		3,630.00	\$ 35.75	\$ 129,772.50		\$ -	3,630.00	0.00%
B2	PLAYGROUND EQUIPMENT (NORTH PLAYGROUND)	LS	1.00		1.00	\$174,341.00	\$ 174,341.00		\$ -	1.00	0.00%
B3	PLAY MOUND	SF	943.00		943.00	\$ 25.25	\$ 23,810.75		\$ -	943.00	0.00%
C1	PLAYGROUND EQUIPMENT (NATURE PLAYSCAPE)	LS	1.00		1.00	\$202,884.00	\$ 202,884.00		\$ -	1.00	0.00%
CHANGE ORDER NO. 1											
101	WATER MAIN, TRENCHLESS, C900 PVC, 8 INCH	LF	-	70.00	70.00	\$ 245.56	\$ 17,189.20	70.00	\$ 17,189.20	-	100.00%
102	SIDING WAINSCOT	LS	-	(1.00)	(1.00)	\$ 2,400.00	\$ (2,400.00)	(1.00)	\$ (2,400.00)	-	100.00%
103	ADDITIONAL TREE REMOVAL (1ST REQUEST)	LS	-	1.00	1.00	\$ 3,206.00	\$ 3,206.00	1.00	\$ 3,206.00	-	100.00%
104	ADDITIONAL TREE REMOVAL (2ND REQUEST)	LS	-	1.00	1.00	\$ 3,740.00	\$ 3,740.00	1.00	\$ 3,740.00	-	100.00%
105	ADDITIONAL MOBILIZATION C01	LS	-	1.00	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 3,748,757.59

\$ 522,522.38

13.94%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 23, 2022	\$ 194,840.25
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 194,840.25

Record of Change Orders

No.	Date	Amount
1	August 9, 2022	\$ 16,992.20
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TOTAL \$ 16,992.20

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	June 28, 2022
Original Contract Time:	189.00
Added by Change Order:	
Contract Time to Date:	189.00
Time Used to Date:	46.00
Contract Time Remaining:	143.00

PROFESSIONAL SERVICES PAYMENTS

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reverse Osmosis Water Treatment Plant - Phase 1
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 324-810-6407 **Finance Project #**
Vendor Project or Invoice #: 141439 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: September 27, 2022 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: July 31, 2022 August 27, 2022

Contract Summary

Original Contract Amount:	\$	1,183,985.00
Net change by Change Orders:	\$	149,500.00
Contract Amount to Date: (line 1 ± 2)	\$	1,333,485.00
Total completed and stored to date:	\$	1,317,030.69 <i>1,321,984.03</i>
Retainage: <u>5</u> % of Completed Work:		
Total Earned less Retainage:	\$	1,317,030.69 <i>1,321,984.03</i>
Less previous applications for payment:	\$	1,312,975.68 <i>1,317,929.02</i>
SUBTOTAL	\$	4,055.01

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,055.01

Balance to finish, including retainage: \$ *11,500.97* 16,454.31

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Heather Dallen

Signature

9/19/2022

Date

City of Grimes Staff Approval:

Matt Ahrens

Signature

9-21-22

Date

City of Grimes Council Approval:

Signature

Date

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

E-mail: mahrens@grimesiowa.gov

Phone: (515) 986-4050

Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February 11, 2020	\$ 46,089.20
5	March 24, 2020	\$ 67,693.38
6	April 28, 2020	\$ 45,078.45
7	May 26, 2020	\$ 59,753.25
8	June 23, 2020	\$ 61,876.53
9	July 14, 2020	\$ 57,086.05
10	August 25, 2020	\$ 49,286.35
11	September 22, 2020	\$ 78,042.73
12	October 13, 2020	\$ 54,561.40
13	November 24, 2020	\$ 58,119.25
14	January 12, 2021	\$ 153,484.26
15	February 23, 2021	\$ 56,349.99
16	March 23, 2021	\$ 55,774.60
17	April 27, 2021	\$ 43,954.59
18	May 25, 2021	\$ 42,002.25
19	June 22, 2021	\$ 37,325.05
20	August 1, 2021	\$ 21,294.71
21	August 24, 2021	\$ 33,426.00
22	September 28, 2021	\$ 20,500.89
23	October 12, 2021	\$ 24,734.23
24	November 23, 2021	\$ 38,931.25
25	January 25, 2022	\$ 49,165.42
26	February 22, 2022	\$ 4,992.50
27	March 22, 2022	\$ 1,655.00
28	April 26, 2022	\$ 335.00
29	June 28, 2022	\$ 6,770.00
30	8-23-22	4,953.34
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,317,929.02
1,312,975.68

Record of Change Orders

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

Contract Time Remaining

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



1360 NW 121st Street
Clive, IA 50325

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

September 01, 2022
Project No: 0000190904-000
Invoice No: 141439
Due Date: October 01, 2022

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1
Professional Services from July 31, 2022 to August 27, 2022

Phase H. Value Engineering/Design Thoroughness Review

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

Phase I. Advertising, Bidding, Contract Award

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

Phase J. Paper Copies of Final Project Documents

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

Phase K. Construction Administration

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	141439
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	563,000.00	100.00	563,000.00	563,000.00	0.00
Total Fee	563,000.00		563,000.00	563,000.00	0.00
Total Fee					0.00
Total this Phase					0.00

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

Phase	Q.	Record Drawings			
			Hours	Rate	Amount
Project Manager I			16.00	170.00	2,720.00
Engineer IV			6.00	210.00	1,260.00
Totals			22.00		3,980.00
Total Labor					3,980.00

Mileage (.625/.50 p/mile)					75.01
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			Current	Prior	To-Date
Total Billings			4,055.01	11,723.34	15,778.35
Contract Limit (not-to-exceed)					26,940.00
Contract Limit Remaining					11,161.65
Total this Phase					\$4,055.01

Phase	T.	SRF Loan Administration			
			Current	Prior	To-Date
Total Billings			0.00	20,280.00	20,280.00
Contract Limit (not-to-exceed)					20,280.00
Total this Phase					0.00

Phase	V.	Electrical Room Re-Design			
Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Electrical Room Re-Design	28,500.00	100.00	28,500.00	28,500.00	0.00
Total Fee	28,500.00		28,500.00	28,500.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase	W.	Electrical Component Re-Design			
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Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	141439
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Electrical Component Re-Design	35,000.00	100.00	35,000.00	35,000.00	0.00	
Total Fee	35,000.00		35,000.00	35,000.00	0.00	
Total Fee						0.00
Total this Phase						0.00

Phase	Z.	Water Utility-Emergency Response Plan
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing	
Water Utility-Emergency Response Plan	12,000.00	100.00	12,000.00	12,000.00	0.00	
Total Fee	12,000.00		12,000.00	12,000.00	0.00	
Total Fee						0.00
Total this Phase						0.00
Total Due this Invoice						\$4,055.01

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Lime Softening Water Treatment Plant CIP Planning & Improvements
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 600-810-6490 **Finance Project #**
Vendor Project or Invoice #: 141502 **PO #**
Original Contract Date: February 22, 2022 **Vendor #** 2830

Date of Council Meeting: September 27, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: July 31, 2022 Through: August 27, 2022

Contract Summary

Original Contract Amount:	\$	19,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	19,700.00	
Total completed and stored to date:	\$	13,061.00	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	13,061.00	
Less previous applications for payment:	\$	7,677.87	
SUBTOTAL	\$		5,383.13

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 5,383.13

Balance to finish, including retainage: \$ 6,639.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Heather Dallen

Signature

9/19/2022

Date

City of Grimes Staff Approval:

Matt Ahrens

Signature

9-21-22

Date

City of Grimes Council Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 26, 2022	\$ 987.50
2	August 23, 2022	\$ 6,690.37
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Previous Applications for Payment

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TOTAL \$ 7,677.87

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2022
Project No: 2022000397-000
Invoice No: 141502
Due Date: September 30, 2022

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

Professional Services from July 31, 2022 to August 27, 2022

Phase 101 Preliminary Planning and Reports

	Hours	Rate	Amount	
Engineer I	33.50	125.00	4,187.50	
Project Coordinator	1.50	135.00	202.50	
Project Manager II	1.00	230.00	230.00	
Totals	36.00		4,620.00	
Total Labor				4,620.00
			Total this Phase	\$4,620.00

Phase 201 Existing Conditions

	Hours	Rate	Amount	
Project Manager I	4.00	185.00	740.00	
Totals	4.00		740.00	
Total Labor				740.00

Mileage (.625/.50 p/mile) 23.13

Total this Phase \$763.13

	Current	Prior	To-Date	
Total Billings	5,383.13	7,677.87	13,061.00	
Contract Limit (not-to-exceed)			19,700.00	
Contract Limit Remaining			6,639.00	
			Total Due this Invoice	\$5,383.13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Phase 1A Water System Improvements
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 374-810-6407 **Finance Project #**
Vendor Project or Invoice #: 141441, 141509, 141510, 141511 **PO #**
Original Contract Date: August 23, 2022 **Vendor #** 2830

Date of Council Meeting: September 27, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: July 31, 2022 Through: August 27, 2022

Contract Summary

Original Contract Amount:	\$	1,168,650.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$		1,168,650.00
Total completed and stored to date:	\$	9,533.25	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$		9,533.25
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 9,533.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,533.25

Balance to finish, including retainage: \$ 1,159,116.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Matthew Dallen

September 19, 2022

Signature

Date

City of Grimes Staff Approval:

Matthew Ahrens

9-21-22

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
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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: 8-23-22
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2022
Project No: 0000211186-010
Invoice No: 141510
Due Date: September 30, 2022

Project 0000211186-010 Grimes Phase 1A Water System Improvements 19th Street Tower Interconnect Water
Main

Professional Services from July 31, 2022 to August 27, 2022

Phase 301 Funding Source Administration

	Hours	Rate	Amount
Project Manager II	1.00	230.00	230.00
Totals	1.00		230.00
Total Labor			230.00
Total this Phase			\$230.00

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount
Project Manager I	9.00	185.00	1,665.00
Crew Chief	5.50	135.00	742.50
Engineer I	2.00	125.00	250.00
Engineering Technician I	6.00	115.00	690.00
Engineering Technician III	3.50	175.00	612.50
Project Coordinator	.75	135.00	101.25
Project Manager II	5.75	230.00	1,322.50
Totals	32.50		5,383.75
Total Labor			5,383.75

Mileage (.90 p/mile)

36.00

Total this Phase \$5,419.75

Phase 435 Geotechnical Engineering Coordination

	Hours	Rate	Amount
Engineer I	1.00	125.00	125.00
Totals	1.00		125.00
Total Labor			125.00
Total this Phase			\$125.00

Phase 851 Project Administration

Project	0000211186-010	Grimes Phase 1A 19th St Water Main	Invoice	141510
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	Hours	Rate	Amount	
Principal	4.00	270.00	1,080.00	
Project Coordinator	1.00	135.00	135.00	
Project Manager II	.75	230.00	172.50	
Totals	5.75		1,387.50	
Total Labor				1,387.50
		Total this Phase		\$1,387.50
	Current	Prior	To-Date	
Total Billings	7,162.25	0.00	7,162.25	
Contract Limit (not-to-exceed)			371,600.00	
Contract Limit Remaining			364,437.75	
		Total Due this Invoice		\$7,162.25



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2022
Project No: 0000211186-020
Invoice No: 141511
Due Date: September 30, 2022

Project 0000211186-020 Grimes Phase 1A Water System Improvements NW County Line Road Water Main

Professional Services from July 31, 2022 to August 27, 2022

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount	
Crew Chief	3.50	135.00	472.50	
Engineering Technician I	1.00	115.00	115.00	
Project Coordinator	.75	135.00	101.25	
Project Manager II	1.75	230.00	402.50	
Totals	7.00		1,091.25	
Total Labor				1,091.25

Mileage (.90 p/mile) 18.00

Total this Phase \$1,109.25

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager II	.75	230.00	172.50	
Totals	.75		172.50	
Total Labor				172.50
Total this Phase				\$172.50

	Current	Prior	To-Date	
Total Billings	1,281.75	0.00	1,281.75	
Contract Limit (not-to-exceed)			338,250.00	
Contract Limit Remaining			336,968.25	
Total Due this Invoice				\$1,281.75



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2022
Project No: 0000211186-030
Invoice No: 141441
Due Date: September 30, 2022

Project 0000211186-030 Grimes Phase 1A Water System Improvements N James Street Feeder Main
Professional Services from July 31, 2022 to August 27, 2022

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount	
Crew Chief	1.00	135.00	135.00	
Engineering Technician III	.25	175.00	43.75	
Project Coordinator	.75	135.00	101.25	
Project Manager II	.50	230.00	115.00	
Totals	2.50		395.00	
Total Labor				395.00

Mileage (.90 p/mile) 18.00

Total this Phase \$413.00

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager II	2.00	230.00	460.00	
Totals	2.00		460.00	
Total Labor				460.00
Total this Phase				\$460.00

	Current	Prior	To-Date	
Total Billings	873.00	0.00	873.00	
Contract Limit (not-to-exceed)			184,700.00	
Contract Limit Remaining			183,827.00	
Total Due this Invoice				\$873.00



1360 NW 121st Street
Clive, IA 50325

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

August 31, 2022
Project No: 0000211186-040
Invoice No: 141509
Due Date: September 30, 2022

Project 0000211186-040 Grimes Phase 1A Water System Improvements Ground Storage Reservoir

Professional Services from July 31, 2022 to August 27, 2022

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount
Project Coordinator	.75	135.00	101.25
Project Manager II	.50	230.00	115.00
Totals	1.25		216.25
Total Labor			216.25

Total this Phase \$216.25

	Current	Prior	To-Date
Total Billings	216.25	0.00	216.25
Contract Limit (not-to-exceed)			274,100.00
Contract Limit Remaining			273,883.75

Total Due this Invoice \$216.25

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Water Works Park Splash Pad
Contractor: ISG
Address: 115 East Hickory St, Suite 300 Mankato, MN 56001
Finance Budget Code: 348-430-6407 **Finance Project #** -
Vendor Project or Invoice #: 84383 **PO #** -
Original Contract Date: September 14, 2021 **Vendor #** 4025

Date of Council Meeting: September 27, 2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: August 1, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	211,600.00	
Net change by Change Orders:	\$	185,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		396,600.00
Total completed and stored to date:	\$	295,339.13	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		295,339.13
Less previous applications for payment:	\$		254,440.87
SUBTOTAL			\$ 40,898.26

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 40,898.26

Balance to finish, including retainage: \$ 101,260.87

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: ISG

Signature: [Signature] Firm Name: ISG Date: 9/9/22

Engineer / Consultant Approval: Firm Name: _____

Signature: _____ Date: _____

City of Grimes Staff Approval: [Signature] Date: 9-21-22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 26, 2021	\$ 2,500.00
2	November 23, 2021	\$ 12,500.00
3	December 14, 2021	\$ 26,526.00
4	January 25, 2022	\$ 45,622.00
5	February 22, 2022	\$ 33,535.49
6	March 22, 2022	\$ 72,000.00
7	May 10, 2022	\$ 16,116.51
8	June 28, 2022	\$ 2,800.00
9	July 26, 2022	\$ 12,457.95
10	August 23, 2022	\$ 30,382.92
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Previous Applications for Payment

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TOTAL \$ 254,440.87

Record of Change Orders

No.	Date	Amount
1	April 26, 2022	\$ 185,000.00
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TOTAL \$ 185,000.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 14, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

City of Grimes, IA
EMAIL
410 SE Main St, Suite 102
Grimes, IA 50111

Invoice Number 84715
Date 08/31/2022

**Project 21-25768 Grimes Water
Works Park Improvements -
Grimes, IA**

Progress billing for professional services provided through date of invoice

Water Works Park Splash Pad
Finance Budget Code – 348-430-6407
Vendor # - 4025

INCLUDE PAY APP

Description	Contract Amount	Prior Billed	Current Billed
Survey	\$9,300.00	\$9,300.00	
Geotechnical Coordination	\$3,500.00	\$3,500.00	
Design Development	\$57,500.00	\$57,500.00	
Construction Documents	\$135,000.00	\$135,000.00	
Bidding	\$6,300.00	\$6,300.00	
Construction Administration	\$65,000.00	\$32,884.86	\$32,115.14
Construction Survey	\$35,000.00	\$8,194.13	\$4,194.50
Construction Observation	\$85,000.00	\$1,761.88	\$4,588.62
Reimbursables			
	\$396,600.00	\$254,440.87	\$40,898.26

Invoice Amount \$40,898.26



I & S Group, Inc.

115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651

www.ISGInc.com

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.

ABA/Routing Number: 073000642

Account Number: 2348642289

Send Remittance to: AR@ISGInc.com

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2021 Sanitary Sewer Collection System Study
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 353-815-6407 **Finance Project #**
Vendor Project or Invoice #: 21G013.01 **PO #**
Original Contract Date: April 27, 2021 **Vendor #** 2972

Date of Council Meeting: September 27, 2022 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: July 1, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	214,965.00	
Net change by Change Orders:	\$	20,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	234,965.00	
 Total completed and stored to date:	\$	196,244.64	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	196,244.64	
Less previous applications for payment:	\$	181,160.84	
SUBTOTAL	\$		15,083.80

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 15,083.80

Balance to finish, including retainage: \$ 38,720.36

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

09/13/2022

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	July 27, 2021	\$ 4,983.00
2	September 28, 2021	\$ 19,600.50
3	October 26, 2021	\$ 34,972.14
4	December 28, 2021	\$ 41,799.85
5	February 8, 2022	\$ 8,911.00
6	April 12, 2022	\$ 40,897.00
7	April 26, 2022	\$ 26,331.10
8	August 23, 2022	\$ 3,666.25
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Previous Applications for Payment

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TOTAL \$ 181,160.84

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	\$ 20,000.00
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TOTAL \$ 20,000.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 27, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

September 13, 2022

Project No: 0021G013.01

Invoice No: 79672

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

Invoice Total USD 3,810.30

Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through July 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager IV	4.00	205.00	820.00
Project Manager III	.30	196.00	58.80
Project Engineer III	13.50	169.00	2,281.50
Staff Engineer II	5.00	130.00	650.00
Totals	22.80		3,810.30
Total Labor			3,810.30

Billing Limits

	Current	Prior	To-Date
Total Billings	3,810.30	181,160.84	184,971.14
Limit			234,965.00
Remaining			49,993.86

Total This Invoice USD 3,810.30

Invoice

REMIT TO:	Foth Infrastructure & Environment, LLC P.O. Box 8418 Carol Stream, IL 60197-8418
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NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

September 13, 2022

Project No: 0021G013.01

Invoice No: 79693

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

Invoice Total	USD 11,273.50
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Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through August 31, 2022**Professional Personnel**

	Hours	Rate	Amount
Project Manager IV	4.00	205.00	820.00
Project Manager II	4.00	186.00	744.00
Project Engineer III	28.50	169.00	4,816.50
Staff Engineer II	32.50	130.00	4,225.00
Project Administrator II	.50	100.00	50.00
Administrative Assistant	10.30	60.00	618.00
Totals	79.80		11,273.50
Total Labor			11,273.50

Billing Limits

	Current	Prior	To-Date
Total Billings	11,273.50	184,971.14	196,244.64
Limit			234,965.00
Remaining			38,720.36

Total This Invoice	USD 11,273.50
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: September 27, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: July 1, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	124,200.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	124,200.00	
Total completed and stored to date:	\$	69,411.67	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	69,411.67	
Less previous applications for payment:	\$	59,476.67	
SUBTOTAL	\$		9,935.00

OTHER CHARGES (Attach an Itemized list)

CURRENT PAYMENT DUE \$ 9,935.00

Balance to finish, including retainage: \$ 54,788.33

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Signature

Date

Submit to:

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

E-mail:

mahrens@grimesiowa.gov

Phone:

(515) 986-4050

Fax:

(515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 26, 2022	\$ 10,066.91
2	August 23, 2022	\$ 49,409.76
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 59,476.67

Record of Change Orders

No.	Date	Amount
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25		

TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: February 22, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

September 13, 2022

Project No: 0022G009.00

Invoice No: 79673

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

Invoice Total USD 8,107.00

Project 0022G009.00 SE 19th St. Sanitary Sewer Extension

Professional Services through July 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	10.00	186.00	1,860.00
Lead Project Engineer	1.00	196.00	196.00
Project Engineer II	.50	158.00	79.00
Staff Engineer II	29.00	130.00	3,770.00
Technician VI	4.00	141.00	564.00
Technician IV	13.00	126.00	1,638.00
Totals	57.50		8,107.00
Total Labor			8,107.00

Billing Limits	Current	Prior	To-Date
Total Billings	8,107.00	59,476.67	67,583.67
Limit			124,200.00
Remaining			56,616.33

Total This Invoice USD 8,107.00

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

September 13, 2022

Project No: 0022G009.00

Invoice No: 79694

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

Invoice Total USD 1,828.00

Project 0022G009.00 SE 19th St. Sanitary Sewer Extension

Professional Services through August 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	3.00	186.00	558.00
Lead Project Engineer	1.50	196.00	294.00
Project Engineer II	2.50	158.00	395.00
Staff Engineer II	3.00	130.00	390.00
Technician VI	1.00	141.00	141.00
Project Administrator II	.50	100.00	50.00
Totals	11.50		1,828.00
Total Labor			1,828.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,828.00	67,583.67	69,411.67
Limit			124,200.00
Remaining			54,788.33

Total This Invoice USD 1,828.00



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

September 21, 2022

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

Invoice: 302070
Client: 176170
Matter: 0101
Billing Attorney: TTH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2022

RE: City Of Grimes - General

Total Professional Services	\$ 16,786.00
Total Costs	<u> \$.00 </u>
TOTAL CURRENT INVOICE	\$ 16,786.00



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

September 22, 2022

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

Invoice: 302071
Client: 176170
Matter: 0882
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2022

RE: WRA Sewer Project-Sewer Project

Total Professional Services	\$ 2,115.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 2,115.00



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

September 22, 2022

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

Invoice: 302069
Client: 176170
Matter: 0009
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2022

RE: Firefighters Union Matters

Total Professional Services	\$ 2,538.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 2,538.00



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

September 21, 2022

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

Invoice: 302068
Client: 176170
Matter: 0001
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2022

RE: Koethe, Lemar - Real Estate Transaction

Total Professional Services	\$ 1,085.00
Total Costs	<u> \$.00 </u>
TOTAL CURRENT INVOICE	\$ 1,085.00

Date

INVISION

PLANNING | ARCHITECTURE | INTERIORS

PO BOX 1800, WATERLOO, IA 50704-1800

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Invoice number 1033774
Date 08/31/2022

Project 19073 CITY OF GRIMES PUBLIC
LIBRARY

email to invoice: heid@grimeslibrary.org; karalee@grimeslibrary.org

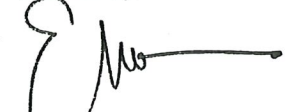
Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design	120,046.00	100.00	120,046.00	120,046.00	0.00
Design Development	120,046.00	100.00	120,046.00	120,046.00	0.00
Construction Documents	180,069.00	100.00	180,069.00	180,069.00	0.00
Bidding/Negotiations	30,011.50	100.00	30,011.50	30,011.50	0.00
Construction Administration	150,057.50	36.40	46,817.94	54,620.93	7,802.99
Total	600,230.00	84.10	496,990.44	504,793.43	7,802.99

Invoice total **7,802.99**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1033774	08/31/2022	7,802.99	7,802.99				
Total		7,802.99	7,802.99	0.00	0.00	0.00	0.00

Approved by:



Eric Ritland
Partner, AIA, EDAC

PAID

When you provide a check as payment, you authorize us either to use information from your check to make one-time electronic fund transfer from your account or to process the payment as a check transaction.

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 # 10547

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 Advisory, LLC and
City of Grimes, IA signed May 24, 2022

\$120,000+Reimbursable Travel Expenses (if applicable)

Exhibit A:

Step 1: Facility Development Planning Session

Step 2: Project & Process Management

Procurement/FF&E Services

Payment 2 (\$25,000): Planning & Design

1

25,000.00

25,000.00

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

\$25,000.00

P02023748

Armed by BRB

367-470-6490

P A I D



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

City of Grimes, IA
EMAIL
410 SE Main St, Suite 102
Grimes, IA 50111

Invoice Number 84718
Date 08/31/2022

**Project 21-25707 City of Grimes
Hwy 44 Trail Action Plan - Grimes,
IA**

Progress billing for professional services provided through date of invoice

Highway 44 Trail Action Plan
Finance Budget Code – 346-430-6407
Vendor # - 4025

Description	Contract Amount	Prior Billed	Current Billed
Identify Key Stakeholders	\$2,125.00	\$412.50	
Develop Corridor Base Mapping	\$2,125.00	\$1,139.55	\$462.50
Coordinate and Conduct Stakeholder Meetings	\$2,125.00	\$705.00	\$105.00
Preliminary Report of Findings	\$2,125.00		
Reimbursables			
	\$8,500.00	\$2,257.05	\$567.50

Invoice Amount \$567.50

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.
ABA/Routing Number: 073000642
Account Number: 2348642289
Send Remittance to: AR@ISGInc.com

P02023743
Created by hma
346-430-6407



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 27th, 2022

AGENDA HEADING: Waterworks Park Improvements – Edge Commercial, LLC, Change Order.

SYNOPSIS: A change order request has been made for the Waterworks Park Improvements project. The purpose and details are as follows:

- Additional Electric, Changing Station
 - Provide additional power to accommodate adult changing station within the site shelter.

FISCAL IMPACT: The change order will increase the total cost for the project by \$1,904.00.

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Change Order and recommends approval by the City Council.

CHANGE ORDER FORM



Project Title: Waterworks Park Improvements
Contractor: Edge Commercial, LLC.
Address: 3155 SE Miehe Drive, Grimes, IA 50111
Finance Budget Code: 348-430-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: June 28, 2022 **Vendor #** 1334

Change Order Number: 2

Change Order Date: September 27, 2022

Purpose of Change Order:

Provide additional power to accommodate adult changing station within the site shelter.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
106	ADDITIONAL ELECTRIC, CHANGING STATION	LS	1.00	\$ 1,904.00	\$ 1,904.00

Change Order Number: 2 makes the following adjustments to the contract: **\$ 1,904.00**

Contractor Accepted: Edge Commercial, LLC.

Jason Ceretti Firm Name
 Signature Date 09-19-2022

Engineer Approved: ISG Inc.

Matt Anderson Firm Name
 Signature Date 09-19-2022

Owner Accepted: City of Grimes MSA 9-21-22

Mayor
 Signature Title
 Date

Attest for Owner:

City Clerk
 Signature Title
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 3,731,765.39
1	August 9, 2022	\$ 16,992.20
2	September 18, 2022	\$ 1,904.00
3	27	
4		
5		
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Revised Contract Amount **\$ 3,750,661.59**

Breast Cancer Awareness 2022 Proclamation

WHEREAS, October is the nationally recognized month for breast cancer awareness; and

WHEREAS, the City of Grimes, Iowa is committed to helping raise awareness to breast cancer and support research to find a cure; and

WHEREAS, one in eight women will get breast cancer in their lifetime; and

WHEREAS, this year, an estimated 286,500 women in the United States will be diagnosed with invasive breast cancer; and

WHEREAS, it is estimated that over 43,550 women will die from breast cancer this year; and

WHEREAS, an estimated 2,710 men will be diagnosed with breast cancer this year; and

WHEREAS, an estimated 530 men will die from breast cancer this year; and

WHEREAS, wearing pink is becoming an increasingly strong tradition during the month of October for firefighters across the nation; and

WHEREAS, Johnston-Grimes Firefighters will be wearing t-shirts and sweat shirts with a pink ribbon and in October to raise awareness for breast cancer; and

WHEREAS, the proceeds from the t-shirts, sweat shirts will support local cancer patients.

THEREFORE, I, Scott Mikkelsen, Mayor of Grimes, do hereby proclaim October Breast Cancer Awareness Month throughout this City, and I authorize the fire department members to wear t-shirts and sweatshirts with pink ribbons as a reminder to all the people of Grimes to live a healthy lifestyle and get regular check-ups.

Adopted this 27th Day of September 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



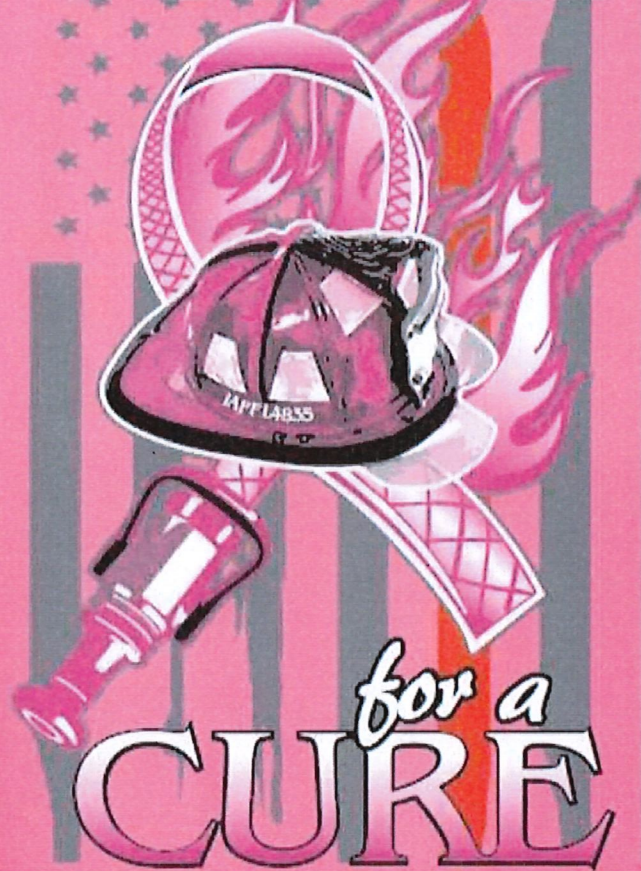
FIRED UP



for a
CURE



FIRED UP





101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of September 27, 2022

AGENDA HEADING: Traffic Signal Network Project – Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to: 1) receive the results of the panel scoring for the RFP's received for the Traffic Signal Network Project; and 2) pass a resolution awarding the construction and authorizing the Mayor to sign the construction contract. The RFP's were due on May 26, 2022 and the following are the scoring results:

Traffic Control Corporation (Econolite – Mobility) = 105.4

Cubic – (Trafficware) = 104.0

MidAmerican Signal (Q-Free – Intelight) = 96.6

Mobotrex (Siemens – Yunex) = 66.6

The scoring of the RFP's was completed by Grimes staff members consisting of the City Engineer, IT Director, Public Works Director, Development Services Staff Engineer and the Grimes on-call traffic engineer from Snyder & Associates. The scoring consisted of 3 components: 1. Written RFP; 2. Web-based 2-hour presentation; and 3. Pricing proposal. The Iowa DOT is involved with this project from a funding perspective, and they have concurred with our evaluation/scoring process and the selected contractor for award of the contract.

This project is the traffic signal controller and central management system part of the traffic signal system improvements with the other part of the project currently under construction for the connectivity and detection portion.

FISCAL IMPACT: This project came in at \$231,700 for the selected contractor. The funding source for this work will be from the ICAAP grant funding and the line item in the current CIP for this project.

PREVIOUS COUNCIL ACTION(S): ICAAP Grant Application Resolution, Iowa DOT ICAAP Agreement Approval, Approval of a Professional Services Agreement for design and construction, Award of the Iowa DOT Bid Portion of the Project.

BOARD/COMMISSION ACTION(S):

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

Traffic Signal Network Project
City of Grimes, Iowa
ICAAP-SWAP-3125(617)--SH-77

Scoring Summary

System	Cubic / Trafficware	Q-Free / Intelight / MidAmerican Signal	MoboTrex / Siemens / Yunex	Traffic Control Corp - Econolite - Mobility
Total Proposal Score	84.0	84.6	66.6	91.4
Total ATMS System Score	104.0	96.6	66.6	105.4

RESOLUTION 09-3222

A RESOLUTION AWARDING A CONTRACT TO TRAFFIC CONTROL CORPORATION IN THE AMOUNT OF \$231,700 FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL NETWORK PROJECT.

WHEREAS, the City of Grimes desires to install new traffic signal controllers and a traffic signal central management system capable of providing automated traffic signal performance measures at 16 signalized intersections in Grimes, Iowa, and;

WHEREAS, a request for proposal was sent out to five suppliers of traffic signal components/systems meeting the scope of work for the project, and;

WHEREAS, the results of the panel scoring for the request for proposals are as follows:

Traffic Control Corporation (Econolite – Mobility) = 105.4
Cubic – (Trafficware) = 104.0
MidAmerican Signal (Q-Free – Intelight) = 96.6
Mobotrex (Siemens – Yunex) = 66.6

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the Contract be awarded to Traffic Control Corporation in the amount of \$231,700 for the construction of the Traffic Signal Network Project and the Mayor be authorized to sign the construction Contract.

DATED this 27th day of September, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

FORM OF CONTRACT

THIS CONTRACT, made and entered into at 5:30 PM this 27th day of September, 2022, by and between the City of Grimes by its Mayor, upon order of its City Council hereinafter called the "City," and Traffic Control Corporation, 3020 SW Oralabor Rd, Suite 112, Ankeny, IA 50023, hereinafter called the "Vendor."

WITNESSETH:

The Vendor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the City Clerk, in the office of the City Hall. This contract includes all contract documents. The work under this contract shall be completed in accordance with the SUDAS Standard Specifications, 2022 Edition, and completed in accordance with the April 20, 2022, Request for Proposals by the Jurisdiction, subsequent Addendums, and as per the Vendor's Technical Proposal submitted May 26, 2022, documents (attached, Contract Attachment - Item 1). The Vendor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the City.

Work will be completed according to the Vendor Technical Proposal submitted May 26, 2022. New traffic signal controllers and a traffic signal central management system capable of supporting automated traffic signal performance measures will be provided as specified in Vendor's response to the Technical Requirements Matrix. System operations and functional requirements responded to as "Not Met" by Vendor will not be required for project completion.

This contract is awarded and executed for completion of the work specified in the contract documents for the proposal prices shown on the Contract Attachment - Item 2: Items and Quantities, which were proposed by the Vendor in its proposal submitted for the following described improvements:

CITY OF GRIMES TRAFFIC SIGNAL NETWORK PROJECT

Project includes the installation of new traffic signal controllers and a traffic signal central management system capable of providing automated traffic signal performance measures at 16 signalized intersections in Grimes, Iowa.

The Vendor agrees to perform said work for and in consideration of the City's payment of the amount of two hundred thirty-one thousand, seven hundred dollars (\$231,700). The Vendor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the City and to fully complete the project August 1, 2023; or 150 calendar days after completion and verification of field communication to the intersection controllers and detector programming (responsibility of others), whichever is later and to pay liquidated damages for noncompliance with said completion provisions at the rate of seven hundred fifty dollars (\$750) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

CITY

VENDOR

By _____
Scott Mikkelsen, Mayor

(Seal)
ATTEST:

Rochelle Williams, City Clerk

Traffic Control Corporation
Vendor

By Dan A. Ripley
Signature

REGIONAL MANAGER
Title

3020 SW Oralabor Rd, Suite 112
Street Address

Ankeny, IA 50023
City, State, Zip Code

515-205-1936
Telephone

VENDOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

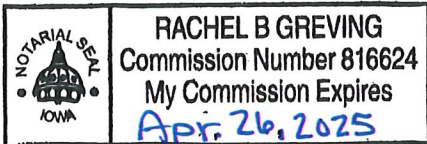
1. All Vendors: The Vendor shall enter its Public Registration Number C1309-93 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Vendors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state vendor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the vendor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low vendor, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 22nd day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Douglas Ripley and _____, to me known, who, being by me duly sworn, did say that they are the Regional Manager and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Douglas Ripley and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Rachel Greiving
Notary Public in and for the State of Iowa
My commission expires April 26, 20 25

CONTRACT ATTACHMENT

Project Name: Traffic Signal Network Project

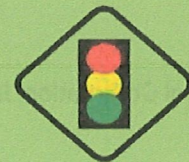
CONTRACT ATTACHMENT: ITEM 1 - VENDOR'S SUBMITTED PROPOSAL

Request For Proposal



May 26, 2022

TRAFFIC SIGNAL NETWORK PROJECT



**TRAFFIC CONTROL
CORPORATION**

3020 SW Oralabor Rd, Suite 112

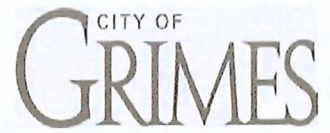
Ankeny, IA 50023

515-205-1936

www.trafficcontrolcorp.com

Request for Proposal

Traffic Signal Network Project
City of Grimes, Iowa



Mr. Matt Ahrens, City Engineer
City of Grimes Development Services
410 SE Main St., Suite 102
Grimes, IA 50111

Subject: Request for Proposal Traffic Signal Network Project

Dear Mr. Ahrens:

The City of Grimes' Implementation of the Traffic Signal Network Project is an integral step to improve traffic flow and traffic safety citywide. Traffic Control Corporation (TCC), in association with Econolite Systems, is pleased to present the following proposed solutions to help the city achieve its transportation management goals.

TCC provides Technology and ITS Services to agencies across the region. As detailed in the attached response, our Central Iowa-based team selected to lead this project has extensive experience implementing similar projects, including Waukee, IA, Fargo, ND, Springfield, IL and many more. Our team's knowledge sets the bar in the industry. Experience has shown us that no two projects are alike, so we offer a local team with unmatched expertise, flexibility, and capacity.

Specific to this project, we propose the City of Grimes adopt the industry leading, and most innovative ATMS system, Econolite's Mobility Software. In addition, TCC and Econolite provide a local support and implementation team, led by a group of transportation professionals that are backed by established companies.

In addition to delivering our State-of-the-Art Centracs Mobility ATMS platform, you can count on us to provide:

- Expertise earned through the deployment of over 350 similar projects
- Qualified, experienced staff representing local and national knowledge
- The corporate backing and support of TCC and Econolite, both stalwarts in the industry
- A technical approach that meets your requirements and exceeds expectations
- A solution that is expandable, extendable and innovative

TCC is in receipt of the above referenced RFP. I am authorized to solicit business and enter into contracts for TCC and certify TCC does not have any conflicts of interest that would limit our ability to provide the requested services. Our proposal represents a firm offer to enter into a contract with the City for a period of 180 days from the proposal due date. Please contact me directly at (515) 205-1936 or MRiesberg@TCC1.com with any questions. We look forward to your favorable consideration and working with the City of Grimes on this important project.

Sincerely,

Traffic Control Corporation, Inc.

Matt Riesberg
Project Manager



Request for Proposal

Traffic Signal Network Project
City of Grimes, Iowa



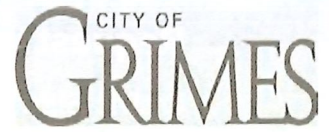
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Request for Proposal

Traffic Signal Network Project
City of Grimes, Iowa



1. Executive Summary

1.1 Project Understanding

We have read, understand, and agree with the terms and conditions stated in the RFP. We have in place the necessary insurance compliance and are in agreement with the general terms and conditions. Our approach is summarized below and detailed in the following proposal response.

The City of Grimes is one of the fastest growing communities in the State of Iowa and is located on the Northwest side of the Des Moines metro area, Iowa's largest City. With booming industrial areas and an excellent quality of living, Grimes is a prime location for continued growth for both residential and commercial development. With the new Grimesplex 50-acre sports complex and multi-million-dollar community investments, the area will become a regional destination with a unique and sporadic traffic pattern. Favorable traffic is an asset to the growth of the community, allowing visitors to stay and spend additional resources in the newly developed areas. Commercial and local travelers will also see the benefits of a well-managed system enhancing their driving experience. For more than 75 years, Traffic Control Corporation (TCC) has taken the Value First approach to solving transportation and safety issues. We propose a similar approach to this project for the city of Grimes.

1.2 Project Approach and Compliance

The TCC Team will deploy Econolite's Centracs Mobility Platform, delivering a comprehensive modular traffic signal control and intelligent automation management system. The cloud-based component of Centracs Mobility will be hosted in the Microsoft Azure Cloud with both redundancy and failover provided through this subscription service. Each component is further addressed in the following sections:



1.3 Client-Server Component of Centracs Mobility

Centracs is a state-of-the-art ATMS platform that satisfies immediate project requirements, supports the objectives envisioned by the City of Grimes, and provides a hedge against early obsolescence by continuing to meet the City's needs well into the future. The client-server component ensures the city has command and control of the intersections for many years into the future.

1.4 Innovative Software Technology

Centracs is built upon the latest software technologies, including the Microsoft .NET Framework, Windows® Presentation Foundation, and Windows® Communications Foundation. As a result, Centracs provides the city with a barrier against obsolescence. In fact, since its introduction in 2009, there have been 15 major releases, each adding significant new features, including adaptive control, enhanced measures of effectiveness (MOE), Maintenance Management Systems (MMS), enhanced Closed Circuit Television (CCTV) support, and Dynamic Message Sign (DMS) support among others.

Centracs is the most widely deployed ATMS in history with over 325 deployments controlling approximately 57,000 intersections.



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The web-based architecture segments the system elements and encapsulates the user interface at the workstation. As a result, the interface is responsive, even over lower-bandwidth connections. The server provides all the central ATMS functionality, such as system administration, schedule functions, system alerts, user settings, traffic responsive, and even adaptive algorithms. A data abstraction layer on top of the SQL database serves as a broker for all data requests throughout the system. Device Managers handle the real-time messaging and network interface with controllers. This logical segmentation of the components provides tremendous scalability for the system, allowing the city to easily expand into the future.

1.5 Expansion and Enhancement

The client interface is not only easy to use for day-to-day operations; it is also extremely easy to expand support for additional devices. All system data is entered through the user interface. There are no .ini configuration files to edit manually, no direct interaction with the database, and no system restarts for most configuration items.

Centracs Mobility is easy to use for day-to-day operations and extremely easy to expand support for additional devices.

Whether adding new devices, new users, or even additional communications servers, there is an intuitive graphical user interface (GUI) to assist the system user. We have included access to virtually every configurable element within the interface so that users can manage their own systems without requiring additional outside services.

As for enhancements, updates are provided annually (or more often if patch releases are needed) at no additional cost as long as either a software support agreement is current, or the subscription service (discussed below) is maintained. This approach represents tremendous value as it ensures you always have the most current technology. Additionally, Econolite continues to invest and to offer our customers the best in ATMS technology today and into the future. Of course, if custom software enhancements are required, Econolite offers software development services to meet unique customer needs as well.

Econolite maintains one version of the software among all our 320+ deployments. Features that are developed for a single agency are typically developed in a way that provides value to all users.

1.6 Project Management Approach

Our team is comprised of an experienced project management team with the ability to direct additional company resources as needed, combined with a local technical support team. Our team, based out of Ankeny, IA and further buoyed by our offices in Woodridge, IL and Kansas City, MO. Additionally supported by Econolite's software and traffic engineers, we are able to deliver the project as requested.

Our solutions and team combine to make the most innovative, proven, and adaptable traffic operations system available on the market.

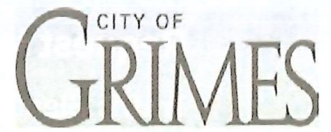
1.7 Controller Implementation

We propose the most advanced ATC controller on the market, the Cobalt by Econolite. The Cobalt is powered by the new EOS software that provides improved power and flexibility to accomplish all your traffic operation needs. Again, through experience, we have learned that the controller database migration process is subject to variability based on the availability and format of existing information. Prior to the formal Notice to Proceed, we will request existing signal controller database files, any anticipated general changes (e.g.,



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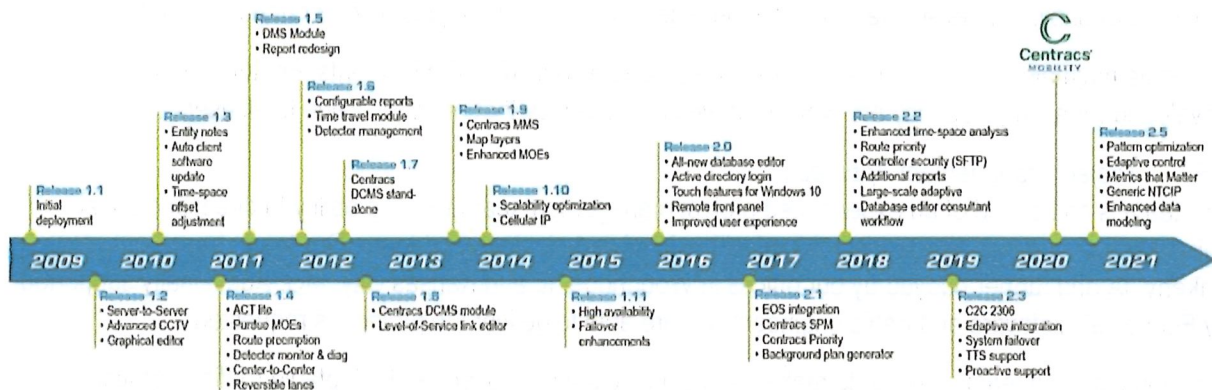


Systematic Phasing such as Phase 2 is always North) and an understanding of any unique programming/database mapping that is currently used by the City. Our database migration team consists of Traffic Engineers and experienced technical experts that understand traffic operations so the city can be assured the database conversion is done properly and not just a data entry exercise. We then implement and test all intersections in a virtual controller environment before deployment for added safety and confidence.

Beginning with the Kick-off meeting, we will commence planning the corridor/intersection change-out sequence in conjunction with the traffic signal enhancement project being let through the Iowa DOT to allow the proper communication to the new software for the City Engineering staff. We anticipate controller database migration will lead controller change-out by approximately 2-3 weeks. This allows time to adjust to any special circumstances and test the controllers prior to deployment.

As the controllers are being installed, our focus will also be on training and supporting City staff and others so they have a full understanding of both the hardware and software for a seamless install. Additionally, having gone through this process several times, we will provide a proven method for testing and integrating new intersection devices ensuring an efficient and safe transition as the controllers are installed in the field through the construction projects.

The goods and services offered in the proposed terms shall remain firm for a minimum of 180 days following May 26th, 2022, proposal deadline.



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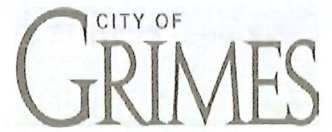
2. Specifications and Technical Requirements:

Table 3.1: ATMS and ATSPM Requirements

Requirements Document Reference No.	System Requirement	Vendor Response	Notes
1	Chapter 1: Controllers		
1.0-1	The ATMS and ATSPM shall be compatible with the following signal controllers:		
	· ATC controllers via NTCIP	Comply	NTCIP 1201 and 1202 supported. ASC/3, EOS, D4, Trafficware, and Eagle controllers currently supported. Additional controllers may require development at additional cost.
1.0-2	ATC controllers shall be compatible with the existing NEMA or low voltage ATC cabinets. If the cabinet is NEMA, those controllers shall be compatible to be installed in a low voltage ATC cabinet (the City shall not have to replace controllers when they upgrade the signal cabinet to a low voltage ATC cabinet). Existing NEMA cabinets are to be replaced over the next five to seven years.	Comply	A 2B+ card can be used in a NEMA Cobalt controller to work in an ATC cabinet.
	Selected vendor shall provide two (2) ATC controllers to Grimes within two (2) months of selection for installation within new signal control cabinets. Remaining controllers to be installed shall be completed based on a mutually agreed to schedule.	Comply	Controllers can be provided in the time frame specified.
2	Chapter 2: Network Characteristics		
2.0-1	The ATSPM shall collect data from a minimum of 16 signals concurrently, with the ability to expand.	Comply	Centrac's Mobility is currently operating systems with 100s of signals. System expansion is accomplished easily, simply through software configuration.

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2.0-2	The ATSPM shall support groups of signals.	Comply	Groups of signals can be achieved through the use of corridor sections.
2.0-2.0-1	The ATSPM shall control group sizes ranging from individual intersections to all intersections.	Comply	Corridors can range in size.
2.0-2.0-2	The size of a signal group shall not be restricted.	Comply	Corridors can range in size and the size is not restricted.
2.0-2.0-3	Each signal group shall record ATSPMs independently.	Comply	Data can be separated by corridor.
2.0-2.0-4	The boundaries surrounding traffic signal systems that operate in a coordinated fashion shall be configurable by the user.	Comply	The user can define parameters and thresholds.
2.0-3	The ATMS shall allow for an unlimited number of user accounts, only restricted by the Administrator.	Comply	The Agency can define user access.
2.0-4	The ATSPM shall support at least 5 simultaneous logins at one time.	Comply	The system can have multiple users.
3	Chapter 3: Communication		
3.0-1	The ATSPM shall be capable of logging controllers with the following communication types:		
	· Single-Mode Fiber Optic Cable	Comply	Yes, currently in use with other Mobility systems.
	· Wireless Ethernet	Comply	Yes, currently in use with other Mobility systems.
4	Chapter 4: External/Internal Interfaces		
4.0-1	The ATMS shall not prevent monitoring and manual override control from the traffic control software portion of the central management system.	Comply	The central system has control over signals.
4.0-2	The ATMS shall not prevent control, monitoring, and manual override control of any signal control technology.	Comply	The central system has control over signals.
5	Chapter 5: Crossing Arterials and Boundaries		
5.0-1	The ATSPM shall support traffic signal systems on crossing routes.	Comply	The user can define parameters and thresholds.
6	Chapter 6: Access and Security		
6.0-1	The ATMS and ATSPM shall be implemented with a security policy that addresses the following selected elements:		

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6.0-1.0-1	· Local access to the ATMS and ATSPM.	Comply	Security currently in place.
6.0-1.0-2	· Remote access to the ATMS and ATSPM.	Comply	Security currently in place.
6.0-1.0-3	· System monitoring.	Comply	Security currently in place.
6.0-1.0-4	· Development of future features	Comply	Security currently in place.
6.0-1.0-5	· Does not restrict access to signal controller settings to modify intersection operations.	Comply	Security currently in place.
6.0-1.0-6	· User login	Comply	Security currently in place.
6.0-1.0-7	· User password	Comply	Security currently in place.
6.0-1.0-8	· Assigning administrator rights and privileges	Comply	Security currently in place.
6.0-1.0-9	· Allows the agency to control ATMS access to specific signal groups for individual users	Comply	Security currently in place.
6.0-1.0-10	· ATMS shall not restrict access to other cabinet equipment.	Comply	Security currently in place.
6.0-1.0-11	· Output activation	Comply	Security currently in place.
6.0-1.0-12	· System parameters	Comply	Security currently in place.
6.0-1.0-13	· Report generation	Comply	Security currently in place.
6.0-1.0-14	· Configuration	Comply	Security currently in place.
6.0-1.0-15	· Security alerts	Does not comply	Alerts can be set up in Mobility, however security alerts are not currently available. This feature could be added at additional cost.
6.0-1.0-16	· Security logging	Comply	Security currently in place.
6.0-1.0-17	· Security reporting	Comply	Security currently in place.
6.0-1.0-18	· Database	Comply	Security currently in place.
6.0-1.0-19	· Allows the agency to control access to specific signal controllers for individual users	Comply	Security currently in place.
6.0-2	The system operator needs to monitor and control all required features of ATMS and ATSPMs from the following locations:		
6.0-2.0-1	· TMC (future)	Comply	Mobility is cloud-based and provides access from anywhere with an internet connection.
6.0-2.0-2	· Remote locations via an internet connection	Comply	Mobility is cloud-based and provides access from anywhere with an internet connection.

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6.0-3	The ATMS and ATSPM shall be implemented in coordination with the City of Grimes's IT department	Comply	Coordination with an Agency's IT department is very important and will occur as an initial step in the installation process.
6.0-4	The ATSPM shall be capable of gathering data from signal controllers via a Virtual Machine.	Comply	The Mobility OnPremise service that collects field data can run on a Virtual Machine.
6.0-5	The ATSPM shall not prevent access to the local signal controller, monitoring or reporting functions by any installed signal management system.	Comply	Mobility SPM does not prevent the/an ATMS from accessing the controller.
7	Chapter 7: Data Logging and Reporting		
7.0-1	The ATSPM shall log events for at least 90 days per the <i>Indiana Traffic Signal Hi Resolution Data Logger Enumerations</i> (November 2012 with any updates).	Comply	Able to access data back to start of system via cloud.
7.0-2	The ATSPM shall export its systems log in the following formats:		
	· MS Excel	Comply	Able to export data in excel.
	· Text	Alternate means	Able to export data as a PDF file.
	· Open-source SQL database	Alternate means	Able to export data as a CSV file.
7.0-3	The ATSPM shall store the event log for a minimum of 3 years in an archive that is accessible by the ATSPM software for report generation.	Comply	Mobility is able to access data back to initial system operation via the Cloud.
7.0-4	The ATSPM shall store results of all signal timing recommendation calculations for a minimum of 6 months.	Comply	Mobility is able to access data back to initial system operation via the Cloud.
7.0-5	The ATSPM shall be capable of generating reports of the following performance measures:		
7.0-5.0-1	Approach delay	Comply	Report currently available in Mobility SPM.
7.0-5.0-2	Approach speed	Comply	Report currently available in Mobility SPM.
7.0-5.0-3	Approach volume	Comply	Report currently available in Mobility SPM.
7.0-5.0-4	Arrivals on red	Comply	Report currently available in Mobility SPM.

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7.0-5.0-5	Pedestrian services	Comply	Report currently available in Mobility SPM.
7.0-5.0-6	Pedestrian delay	Comply	Report currently available in Mobility SPM.
7.0-5.0-7	Preemption details (future implementation)	Comply	Report currently available in Mobility SPM.
7.0-5.0-8	Purdue coordination diagram	Comply	Report currently available in Mobility SPM.
7.0-5.0-9	Purdue phase termination	Comply	Report currently available in Mobility SPM.
7.0-5.0-10	Purdue split failure	Comply	Report currently available in Mobility SPM.
7.0-5.0-11	Split monitor	Comply	Report currently available in Mobility SPM.
7.0-5.0-12	Turning movement counts in user-specified intervals, with the minimum interval no longer than 15 minutes	Comply	This is available through Mobility +Detect functionality, which is included in our offering.
7.0-5.0-13	End of phase causes	Comply	Report currently available in Mobility SPM.
7.0-5.0-14	Chart usage	Does not comply	Not currently available. Can be added at additional cost.
7.0-5.0-15	Purdue link pivot or similar	Comply	The system uses this for both Pattern Optimizer/Timing and Edaptive functionality.
7.0-6	The ATSPM shall be capable of archiving all data automatically after a user-specified period not less than 6 months. The archived data shall be capable of being used for report generation.	Comply	As a Cloud-hosted system, archiving occurs automatically.
7.0-7	The ATSPM shall provide data storage for a system size of up to 50 signal controllers whether hosted locally or cloud-based.	Comply	This quantity of storage is currently available. Additional storage can also be added as needed.
7.0-8	The ATSPM should calculate and report relative data quality including:		
	· Vehicle detector availability	Comply	Supported through detector diagnostics.
	· Pedestrian detector availability	Comply	Supported through detector diagnostics.
	· Communications uptime	Comply	Supported through the controller communication status.

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7.0-9	The ATSPM shall be capable of generating reports of the following performance measures for signal groups in increments of weekly, 1 month, 3 months, and yearly with trend analysis:		
7.0-9.0-1	Throughput (vehicles per hour)	Comply	Report currently available in Mobility SPM.
7.0-9.0-2	Arrivals on green	Comply	Report currently available in Mobility SPM.
7.0-9.0-3	Spillback rate	Does not comply	Not currently available. Can be added at additional cost.
7.0-9.0-4	Split failures	Comply	Report currently available in Mobility SPM.
7.0-9.0-5	Travel time index	Comply	Report currently available in Mobility SPM.
7.0-9.0-6	Planning time index	Does not comply	Not currently available. Can be added at additional cost.
7.0-9.0-7	Traffic volume (vehicles per day)	Comply	Report currently available in Mobility SPM.
7.0-9.0-8	AM peak volume (vehicles per hour)	Comply	This is available through Mobility +Detect functionality, which is included in our offering.
7.0-9.0-9	PM peak volume (vehicles per hour)	Comply	This is available through Mobility +Detect functionality, which is included in our offering.
7.0-10	The ATSPM shall be capable of logging travel times gathered from a third party. This will not be implemented initially.	Partially comply	Depending on the data source, this may require additional development.
7.0-11	The ATSPM shall be capable of generating travel time reports and charts. This will not be implemented initially.	Does not comply	Not currently available. Can be added at additional cost.
7.0-12	The ATSPM shall report comparisons of logged data when requested by the user:		
	· Day to day,	Comply	A compare feature exists within Mobility SPM.
	· Hour to hour	Comply	A compare feature exists within Mobility SPM.
	· Hour of day to hour of day	Comply	A compare feature exists within Mobility SPM.
	· Hour of week to hour of week	Comply	A compare feature exists within Mobility SPM.

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	· Day of week to day of week	Comply	A compare feature exists within Mobility SPM.
	· Day of year to day of year	Comply	A compare feature exists within Mobility SPM.
7.0-13	The ATSPM shall provide data storage for data logs.	Comply	Currently available in the System.
7.0-14	The ATSPM shall report stored data in a form suitable to provide explanations of system behavior to public and elected officials and to troubleshoot the system.	Comply	Mobility includes numerous charts and MOEs.
8	Chapter 8: Advanced ATSPM Features		
8.0-1	The ATSPM should be capable of providing offset recommendations for signal groups via the Purdue link pivot (or similar) and report the comparisons of logged data when requested by the user:		
	· Day to day,	Comply	Comparison possible using the data in the system.
	· Hour to hour	Comply	Comparison possible using the data in the system.
	· Hour of day to hour of day	Comply	Comparison possible using the data in the system.
	· Hour of week to hour of week	Comply	Comparison possible using the data in the system.
	· Day of week to day of week	Comply	Comparison possible using the data in the system.
	· Day of year to day of year	Comply	Comparison possible using the data in the system.
8.0-2	The ATSPM should be capable of providing cycle and split recommendations for signal groups and report the comparisons of logged data when requested by the user:		
	· Day to day,	Comply	Comparison possible using the data in the system.
	· Hour to hour	Comply	Comparison possible using the data in the system.
	· Hour of day to hour of day	Comply	Comparison possible using the data in the system.
	· Hour of week to hour of week	Comply	Comparison possible using the data in the system.
	· Day of week to day of week	Comply	Comparison possible using the data in the system.

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	· Day of year to day of year	Comply	Comparison possible using the data in the system.
8.0-3	The ATSPM should be capable of analyzing past event logs and provide alerts to the user when signal timing anomalies are occurring. (This requirement may be fulfilled by sending the alerts to a designated list of recipients by a designated means, or by using an external maintenance management system.)	Partially comply	Alarms are available for anomalies, such as flash, cycle fail, cycle fault, comm fail, etc.
8.0-4	The ATSPM should be capable of a dashboard that has the overall health of the traffic signals with ability to generate recommendations on how to improve signals or signal groups.	Comply	This information is available in Mobility via the Overview page, which is accessed when logging into the System.
8.0-5	The ATSPM should be capable of future integrating travel times collected from a third party into the reporting options.	Partially comply	Additional development may be required depending on the data source.
8.0-6	The ATSPM should be capable of future integration of connected vehicle technology, including, but not limited to, vehicle trajectory to improve traffic signal timings.	Partially comply	Additional development may be required depending on the data source.
8.0-7	The ATSPM should be capable of comparing performance measures of different signal groups.	Comply	Comparison possible using the data in the system.
8.0-8	The ATSPM should be capable of analyzing a user specified before and after analysis of a signal group to generate a report with the following performance benefits:		
8.0-8.0-1	Change in delay	Comply	Currently available in the System.
8.0-8.0-2	Change in fuel consumed	Comply	Currently available in the System.
8.0-8.0-3	Annual change in CO2	Comply	Currently available in the System.
8.0-8.0-4	Annual benefit	Comply	Currently available in the System.
8.0-8.0-5	Change in travel time	Comply	Currently available in the System.
8.0-8.0-6	Change in average speed	Comply	Currently available in the System.
8.0-9	The ATSPM should be capable of future integration of signal performance data from connected vehicles.	Partially comply	Additional development may be required depending on the data source.
9	Chapter 9: Failure Events and Fallback		

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9.0-1	Detector Failure		
9.0-1.0-1	In the event of a detector failure, the ATMS shall issue an alarm to user-specified recipients. (This requirement may be fulfilled by sending the alarm to a designated list of recipients by a designated means, or by using an external maintenance management system.)	Comply	Alarms are configurable with proper detection diagnostics set up.
9.0-1.0-2	In the event of a detection failure, the ATMS should log details of the failure in a permanent log.	Comply	Alarms are configurable with proper detector diagnostics set up.
9.0-1.0-3	The permanent failure log should be searchable, archivable and exportable.	Comply	Data is kept online and doesn't need to be archived.
9.0-2	Communications Failure		
9.0-2.0-1	In the event of communications failure, the ATMS shall issue an alarm to user-specified recipients. (This requirement may be fulfilled by sending the alarm to a designated list of recipients by a designated means, or by using an external maintenance management system.)	Comply	Alarms are configurable in system.
9.0-2.0-2	The ATMS shall issue an alarm within 15 minutes of detection of a communications failure.	Comply	Alarm notification is configurable in system.
9.0-2.0-3	In the event of a communications failure, the ATMS should log details of the failure in a permanent log.	Comply	Mobility is capable of logging failures.
9.0-3	ATMS Failure		
9.0-3.0-1	The ATMS shall be capable of recurring backups of all traffic signal configuration in the event of an ATMS failure.	Comply	This process occurs continuously within Mobility.
9.0-3.0-2	The ATMS shall be capable of an up time of 95%.	Comply	This process occurs continuously within Mobility.
10	Chapter 10: Training		
10.0-1	The vendor shall provide the following training:		
10.0-1.0-1	ATMS and ATSPM configuration.	Comply	The requested training will be provided.
10.0-1.0-2	Administration of the ATMS and ATSPM.	Comply	The requested training will be provided.
10.0-1.0-3	Any system calibration.	Comply	The requested training will be provided.



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10.0-1.0-4	Troubleshooting the system	Comply	The requested training will be provided.
10.0-2	The vendor's training delivery shall include: printed course materials and references, electronic copies of presentations and references.	Comply	The requested training will be provided.
10.0-3	The vendor's training shall be delivered at a City of Grimes facility, either Public Works facility (1700 SE Destination Dr, Grimes), Community Complex (410 SE Main St, Grimes), a location within 15 miles, or via webinar based.	Comply	The requested training will be provided.
10.0-4	The vendor shall provide a necessary training program prior to system activation (duration, hours, and days dependent on system needs) to a minimum of 4 staff. Follow-up training sessions will be included. Anticipate a second session/program 3 months after initialization.	Comply	The requested training will be provided.
10.0-5	The vendor shall provide a minimum of 2 training sessions.	Comply	The requested training will be provided.
11	Chapter 11: Maintenance, Support and Warranty		
11.0-1	The Vendor shall provide routine updates to the software and software environment necessary to preserve the fulfillment of requirements for a period of 5 years. Preservation of requirements fulfillment especially includes all IT management requirements as previously identified.	Comply	On-going system support, upgrades and maintenance will be provided for 5-years from system installation.
11.0-2	The Vendor shall warrant the system to be free of defects in materials and workmanship for a period of 5 years. Warranty is defined as correcting defects in materials and workmanship (subject to other language included in the purchase documents). Defect is defined as any circumstance in which the material does not perform according to its specification.	Comply	Econolite will warrant the System as defined.

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2.1 Intuitive User Interface

The User Interface (UI) is unique within the transportation industry. Each user can save one or more preferred configurations and restore their unique preferences when logged in. Beyond the rich information content and flexible displays, the interface allows both expert and new users to be efficient and effective through context-sensitive menus, online help, and map and entity selection allowing users to easily navigate and effectively use the capabilities of the Cobalt controller technology.

Figure 1 - Intersection Status

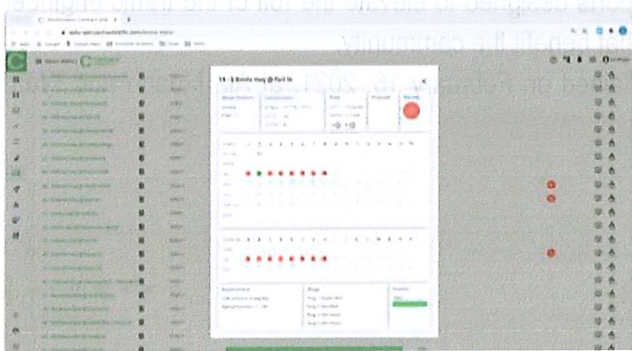
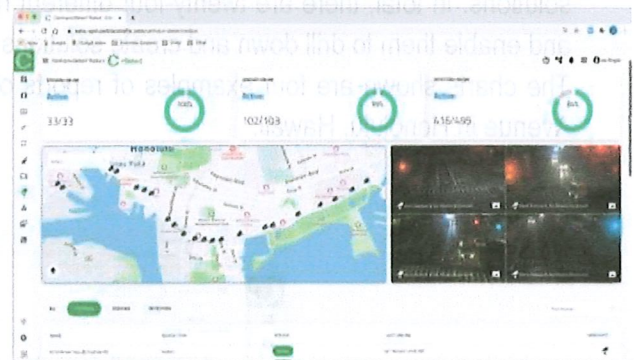


Figure 2 - Detection Data



2.2 Rich Feature Set

Econolite has been in the transportation management business for over 85 years. Over this time, we have learned many lessons, but one critical lesson is that no two users are exactly alike. With this in mind, we design all our software to be standards-compliant while still offering users the ability to customize their experience in a virtually unlimited number of ways. As stated, since the original introduction of the software, we have released 17 major updates adding capabilities and enhancing the existing feature set. Most of our new features are packaged with the core software and are provided at no additional cost to users under maintenance agreements or an ongoing subscription service.

Centracs Mobility provides real-time intersection monitoring and an accessible controller panel for efficient signal operations. Centracs features includes:

- **Traffic Responsive** actionable plan changes based off field detection volume and occupancy data.
- **Manual Plan Selection (Free, Flash, or Pattern)** change patterns to individual intersections, groups of intersection or the entire system immediately or schedule for a future date and time.
- **Built-in Analytical Reports and Event Logs** view dozens of systems, signal, detection, and alert reports.
- **Detector Diagnostic Reporting and Alerts** view detector details on faults, erratic counts, max presence, and no activity.

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- **Custom System Security and Access** extensive role-based security assigned to individuals or groups.
- **Intuitive Database Editor** manages database history and informs operators of changes and errors in the controller database.
- **Remote Front Panel** accessibility to the field controller from Centrac's Mobility for on-the-fly changes.

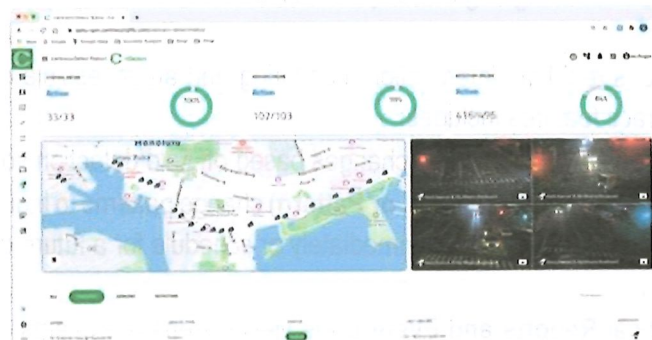
Our initial development of Centrac's Mobility was designed to host ATSPM to enable agencies to visually analyze the performance of their traffic signal system. Centrac's Mobility produces a full spectrum of traffic charts and graphs that allow the traffic engineer to quickly identify trouble spots and drill down to identify solutions. In total, there are twenty-four different reports designed to elevate the roll of the traffic engineer and enable them to drill down and create solutions that benefit the community.

The charts shown are four examples of reports obtained on February 16, 2021, at Ala Moana and Ward Avenue in Honolulu, Hawaii.

Figure 3 - Arrivals On Green



Figure 4 - Red Light Running



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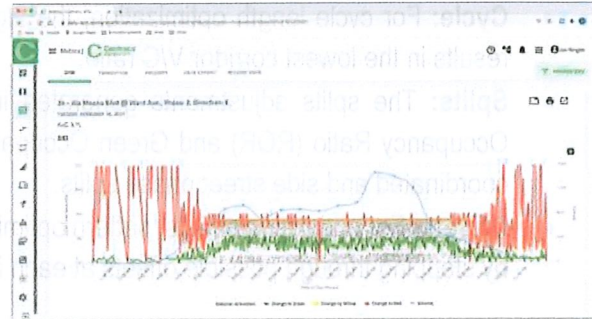
Traffic Signal Network Project City of Grimes, Iowa



Figure 5 - Split Failures

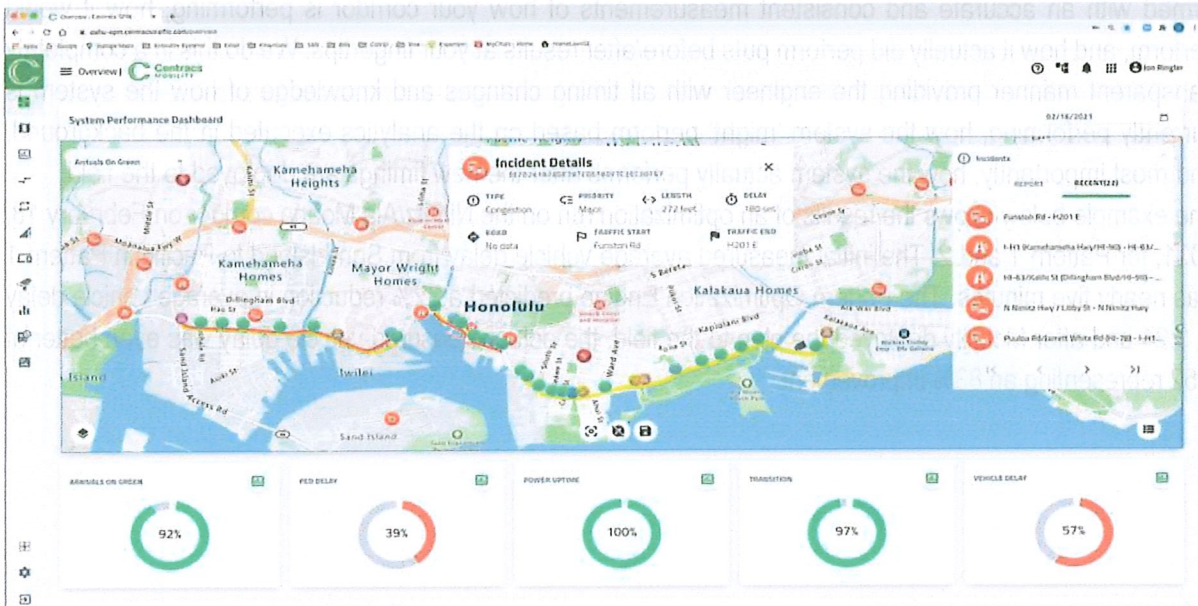


Figure 6 -Purdue Coordination Diagram



While each report adds value and provides tremendous engineering insight in a powerful, easy-to-use platform, Centracis Mobility also provides powerful diagnostic dashboards, heat maps and analytical tools that identify problem areas and enables users to understand what issues are affecting traffic flow, the traffic signal changes operators need to make, and how well those changes are working. Centracis Mobility transforms qualitative and quantitative data into actionable information transcending the capabilities of any other ATSPM tool set. For example, an overview map depicting intersection status, incident information, travel time data, and an intuitive dashboard of five key performance indices.

Figure 7 - Centracis Mobility Overview Map



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While dashboards are powerful, what differentiates our ATSPM solution from other similar tools is that we do not stop at simply exposing data in charts and graphs as others have done. We take it an additional step and use the data to automatically develop Pattern Optimizations. Based on original research conducted by Purdue University through NCHRP Grant 3-79a and extended by Econolite, our Pattern Optimization algorithm optimizes all signals within a corridor to reduce the total number of stops and delays as follows:

- **Cycle:** For cycle length optimization, the algorithm calculates the best cycle length to use which results in the lowest corridor V/C ratio.
- **Splits:** The splits adjustments generated in Edaptive are the result of the system using Red Occupancy Ratio (ROR) and Green Occupancy Ratio (GOR) to calculate the best combination of coordinated and side street phase splits.
- **Offsets:** For optimizing offsets, pattern optimization uses a link pivot algorithm. The algorithm works by stepping through possible offsets at each intersection, attempting to find the minimum delay.

Our ATSPM solution will add another tool for the traffic engineer to identify and develop alternative signal timings based on real-time data allowing creation of timing plans based on real-time data rather than data that may have been collected years prior. Moreover, we clearly present all recommended solutions in a completely transparent manner and provide users three critical pieces of information:

1. How the corridor is currently performing
2. How the corridor would perform if the new plan were deployed
3. How the corridor actually performs once the timing plan is deployed

Armed with an accurate and consistent measurements of how your corridor is performing, how it would perform, and how it actually did perform puts before/after results at your fingertips. We do this in a completely transparent manner providing the engineer with all timing changes and knowledge of how the system is currently performing, how the system 'might' perform based on the analytics executed in the background, and most importantly, how the system actually performs after the new timings are deployed to the field.

The example below shows the results of an optimization run on the Nimitz/Ala Moana corridor on February 18, 2021, for Pattern 1 and 2. The initial measured average vehicle delay from Sand Island to Pacific in Pattern 1 was nearly five minutes. The Pattern Optimization Engine predicted a 32% reduction in average vehicle delay to 3:24 and after Mobility deployed the plan to the field, the actual measured vehicle delay was even better at 0:52 representing an 83% improvement.

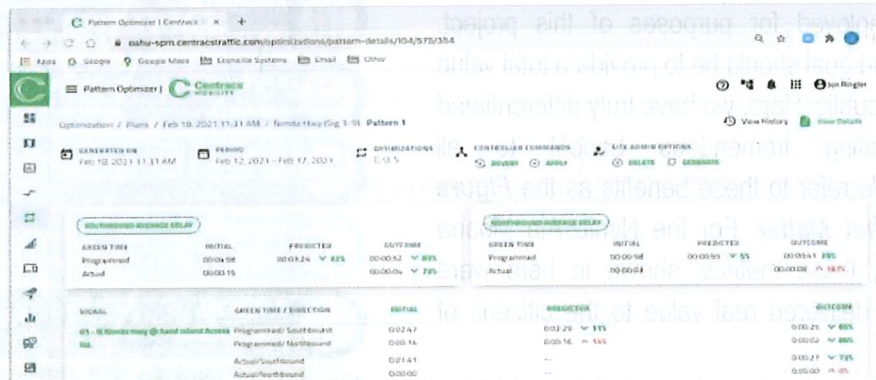


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City of Grimes, Iowa

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GRIMES

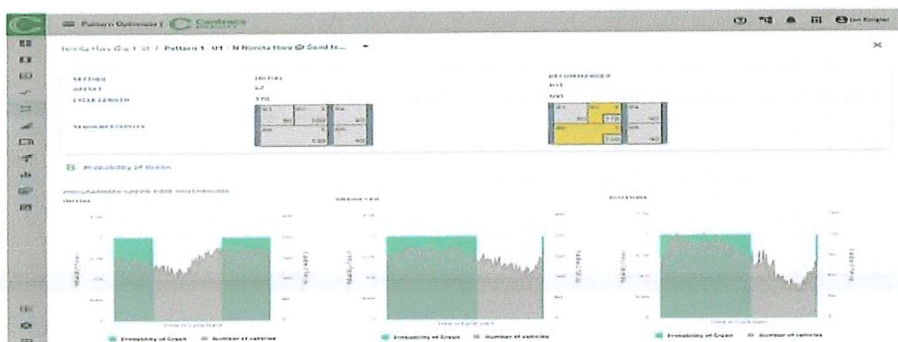
Figure 8 - Pattern Optimization Results per Intersection



Above you will also see the “before” vehicle delay at Sand Island in the eastbound (southbound) direction at 2:47 and predicted an 11% improvement, but a 14% increase in the opposite direction. When Mobility deployed the plan to the field, the actual “after” conditions improved by a dramatic 85% and 86% in both the eastbound and westbound directions, respectively.

The actual timing changes made can be seen by drilling down one more layer as shown, the recommendation was to increase the cycle from 170 to 180 seconds, move the offset from 43 to 103 seconds and give the additional 10 seconds in the cycle to both phases 2 and 6. Finally, the green and gray charts at the bottom provide the engineer with a visual representation of how the offset change overlays the vehicle arrival profile in eastbound direction.

Figure 9 - Timing Plan Changes at Sand Island



The ability to develop new timings on the fly, as described above, is ideally suited to meet the coordination needs of most traffic conditions. Imagine being able to develop new timings with incredibly accurate data with the engineer-in-the-loop, and to do this as often as is necessary.

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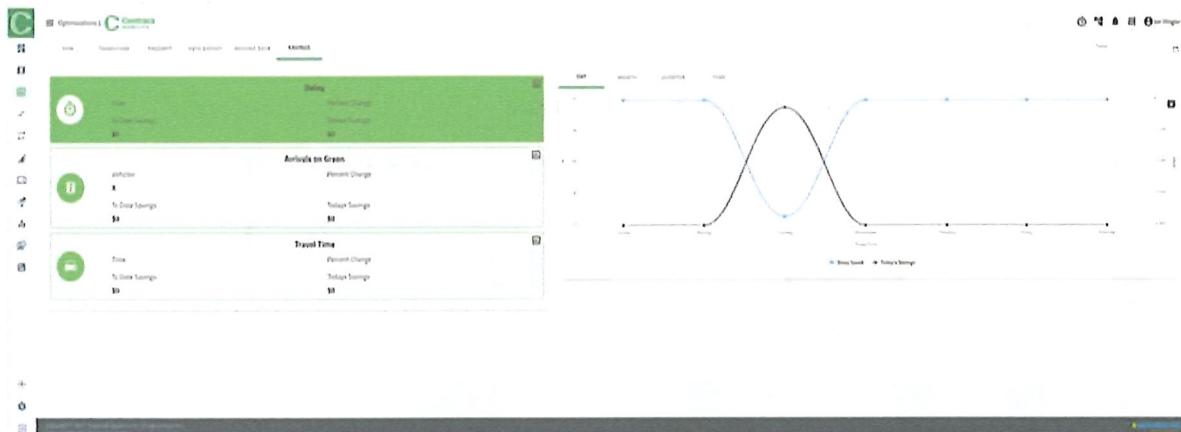
The tools described above are ground-breaking technological advancements developed by Econolite and will be deployed for purposes of this project. However, the end goal should be to provide a total value to the motoring public. Here, we have truly differentiated ourselves creating tremendous benefit to all stakeholders. We refer to these benefits as the **Figure 10 - Metrics that Matter**. For the Nimitz/Ala Moana corridor project, these metrics, shown in here were impressive and delivered real value to the citizens of Oahu.

In fact, this level of result began to internally generate new thought on measuring benefits in real time. We therefore went to work immediately to develop an executive level dashboard as part of Centrac's Mobility that allows the engineering manager to assess the overall impact of the system. *Error! Reference source not found.1* depicts this executive level view.

Figure 10 - Metrics that Matter



Figure 11 - Centrac's Mobility Executive Level



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3. Company Background

3.1 Traffic Control Corporation

Traffic Control Corporation (TCC) was established more than 75 years ago (1946) and remains family owned. Our company, based out of Woodridge, Illinois with a regional office in Ankeny, IA is an established corporation in Illinois with business licenses in our 11 states including Contractor Registration in Iowa (C138993)

Our Iowa Regional office has been based in Ankeny, IA since 2005 and operates from the following location:

TCC Ankeny Office

3020 SW Oralabor Road, Suite 112
Ankeny, IA 50023
Territory Manager, Matt Riesberg
515-205-1936 Direct
MRiesberg@TCC1.com
Fax – 630-543-5050



**TRAFFIC CONTROL
CORPORATION**

TCC Corporate Office

10435 Argonne Woods Drive
Woodridge, IL 60517
630-543-1300
Fax 630-543-5050

Combined, TCC employs more than 55 professionals with 5 located in the Ankeny office and 4 additional team members based out of the Ankeny office but located regionally in Kansas City and St. Louis, MO. Additional resources are available through the Woodridge location as well as our Minnesota office. All of our offices are staffed with a combination of Technical Support staff, Project Managers and Customer service experts to best serve our customers through local support and knowledge. All team members are cross trained on our entire solution suite so there is always someone available to support the City of Grimes.

3.2 Econolite Systems

TCC and Econolite have been partners for more than 50 years. Econolite began in 1933, with a single product with a unique innovation, the "Econolite" Econolite has never stopped innovating and is now the largest, One-Stop-Shop provider of traffic control products and services in the Intelligent Transportation Systems (ITS) industry.

Based in Anaheim, CA with Engineering offices in Colorado Springs and team members located throughout north America, the Econolite Systems team will support the TCC team on this project providing software and engineering support, software development, traffic engineering and product delivery as needed.



Econolite has innovated and produced traffic signal controller hardware and software for decades. There are currently more than 120,000 signalized intersections controlled by Econolite traffic signal controllers, operated by well over 1,000 agencies across the country and around the world.



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4. Company Experience

Traffic Control Corporation (TCC) has been serving the traffic signal industry since 1946. We have earned a reputation for quality and service on multiple levels dealing with state and local agencies, consulting engineers, service providers, as well as contractors.

TCC is currently the leading regional distributor of traffic products and services in the Midwest, servicing 11 states, including Nebraska, Missouri, Kansas, Illinois, Minnesota, Indiana, Wisconsin, South Dakota, North Dakota, Iowa, and Michigan.

TCC is committed to an outstanding tradition of service to our customers and community. Traffic Control Corporation's mission is to promote, support, and service the highest quality and best performing traffic signal systems and products on the market today.

Econolite began in 1933, with a single product with a unique innovation, a stop-sign with a flashing beacon that turned off during the daytime, extending bulb life and reducing power consumption. That product shared its name with the company, "ECONOLITE." Econolite has never stopped innovating and is now the largest, One-Stop-Shop provider of traffic control products and services in the Intelligent Transportation Systems (ITS) industry.

Today, the Econolite family includes four product groups, Econolite Control Products, Inc. and Econolite Canada, our services group - Econolite Systems, Inc., and world-class consulting expertise in Connected and Automated Vehicles provided by CAVita. Together, the Econolite family employs approximately eight hundred people, worldwide. Econolite is headquartered in Anaheim, California, with offices throughout the US and Canada.



**TRAFFIC CONTROL
CORPORATION**



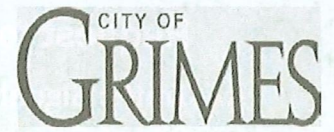
4.1 System Experience

Econolite has innovated and produced traffic signal controller hardware and software for decades. There are currently more than **120,000 signalized intersections** controlled by Econolite traffic signal controllers, operated by well over **1,000 agencies** across the country and around the world.



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Econolite has been deploying traffic management systems for well over thirty years. Econolite's Centrac, the industry leading ATMS software, has been adopted by numerous agencies in the United States, with over 325 systems under contract, including licenses for over 57,000 intersections. Current deployments of Centrac and Centrac Mobility:

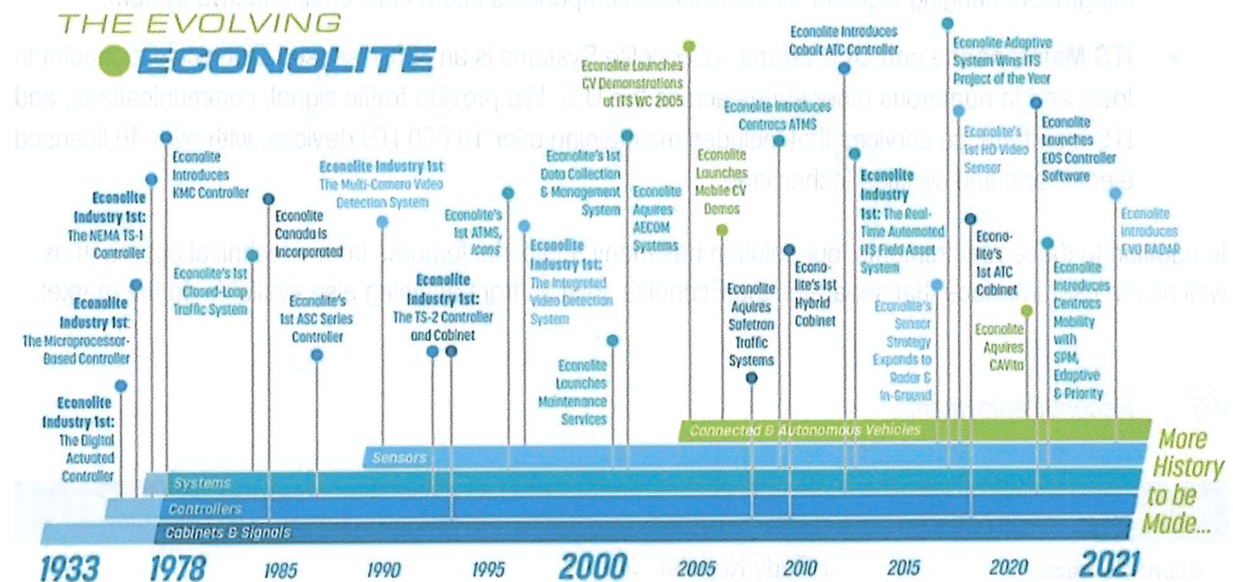
- **350 Agencies chose Centrac** – an ATMS system unlike any other on the market today. Agencies recognize its capability and have selected it over the competition 350 times.

Of the 325 Centrac Systems, 33+ have been deployed by the TCC Team, including Cedar Rapids, Marion, Sioux City and Waukee, IA

- **335 Systems Installed** – Centrac is very straightforward to install and integrate – we frequently perform installations in Virtual Machine (VM) environments remotely from our development center in Colorado Springs, CO.

- **322 Systems Accepted** – Centrac is a robust system developed from beginning to end with comprehensive end-user feedback. Prior to the system release and introduction, it was extensively tested at Econolite customer sites. Before the first system was sold, Centrac already had months of actual field operating experience. The result has been a solid system from its first production release.

- Centrac Mobility is the latest evolution in the Centrac platform of products. We also want to highlight the evolution of Econolite in the traffic management and control industry.



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4.2 Econolite Systems Qualifications

Econolite Systems was launched in 2009 to offer professional services in the same tradition of quality and customer support that Econolite brings to its products. With offices in nine cities across the U.S., we combine the industry-leading products of Econolite, with professional engineering and technical services tailored to each customer's needs. Econolite Systems offers core competencies in the following areas:

- **Engineering** – Econolite Systems offers engineering support to customers for systems engineering and design, communications design, traffic signal modernization, ITS design and system optimization. Our team of Engineers work together with all Econolite products, and with our customers wherever engineering services are needed.
- **Software Development and System Delivery** – Econolite Systems provides software development services for system and controller software customizations. In addition to the industry-leading line of software products, such as Centracs and our Mobility platform, our Software Engineers have the capability to develop custom software and additional functionality for existing and new systems.
- **System Installation and Integration** – Econolite Systems offers installation and integration as part of a One-Stop-Shop traffic management solutions. This capability includes project management, device and communications installation, construction of supporting infrastructure, and system integration, bringing together all the discrete components into a functional, effective system.
- **ITS Maintenance and Operations** – Econolite Systems is an NEC-licensed Electrical Contractor in Iowa and in numerous other states across the U.S. We provide traffic signal, communications, and ITS maintenance services that includes maintaining over 10,000 ITS devices, with over 40 licensed electricians and certified technicians.

In addition to these requirements, our solution has many additional features from a technical approach as well as the user interface that separates the Econolite solution from anything else available on the market.

4.3 Recent Deployments

Waukee, Iowa	
Client Contact:	Rudy Koester
Phone and Email:	515-978-7388, rkoester@waukee.org
Address:	Public Works, 805 University Ave., Waukee, IA 50263
Team:	TCC and Econolite Systems



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Project Initiated July 2020, Software Installed in October 2020, Controller Database Migration and Software training completed November 2020. Mobility set up and integration was delayed due to parallel detection project but was fully integrated and available in 2021. Intersection Database Migration completed by TCC with Field installs completed by City with TCC Support.

Centrac's ATMS on City provided Virtual Servers with database migration of 20 controller databases from SEAPAC software to Econolite Software using NTCIP protocols. Centrac's and Centrac's Mobility with Background plan generation.



Fargo, North Dakota	
Client Contact:	Jeremy Gorden
Phone and Email:	701-241-1545, jgorden@fargond.gov
Address:	225 4 th Street, Fargo, ND 58102
Team:	TCC and Econolite Systems

The TCC/Econolite Team was recently awarded a contract to upgrade the City of Fargo, North Dakota to a Centrac's ATMS. The system will control approximately 176 intersections running Econolite Cobalt ATC controllers. This project is currently in progress and includes database conversions and ATMS installation.

Illinois DOT District 6 - Springfield	
Client Contact:	Stan Clow
Phone and Email:	217-558-6718, stan.clow@illinois.gov
Address:	126 East Ash Springfield, Illinois 62704-4792
Team:	TCC and Econolite Systems

Project included installation of Centrac's ATMS licensed for 350 Intersections, field installation of network switches, controller database updates and programming.

Centrac's was installed for IDOT 6 to upgrade from their existing Aries ATMS. It has been a key tool for the agency in maintaining and monitoring their system in real time. The initial Centrac's system deployment installed and integrated only 5 intersections. They are now up to approximately 90 intersections online. They continue to add additional intersections, with hopes to have nearly all 300+ intersections online in the next few years.



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training. The City plans to utilize Centrac's on future phases of their ATMS project, ultimately covering 500 intersections, as center-to-field communications are upgraded.

4.4 Partial List of Centrac's Mobility Users

Agency	SPM	Edaptive	Number of Intersections
Alaska DOT	✓		50
Elkhart County, IN	✓		25
Emeryville, CA (in-process)	✓	✓	18
Enid, OK	✓		35
Fairfield, OH	✓		27
Fargo, ND	✓	✓	5
Greenwood Village, CO (in-process)	✓	✓	11
Gulf Shores, AL	✓	✓	19
Harris County, TX	✓	✓	900
Hawaii DOT	✓	✓	36
Hoover, AL	✓	✓	25
Lloydminster, Canada	✓	✓	20
Los Gatos, CA (in-process)	✓	✓	13
Missouri City, TX	✓		65
Oakland County, MI	✓	✓	25
Oakville, Canada	✓	✓	10
Ohio DOT District 8	✓		22
Pasco County, FL	✓		25
Pennsylvania DOT	✓	✓	25
St. Albert, Canada	✓	✓	25
Toledo, OH	✓		25
TXDOT Houston	✓	✓	30

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5. Project Team

The TCC-Econolite team approach is based on years of cooperative efforts installing systems and completing database conversions. We recognize that there are opportunities and potential challenges that maybe specific to the City of Grimes and this project. With a team based in Ankeny with local knowledge of the area, you can be assured hands on support that is just moments away.

The project will be managed directly out of our Central Iowa office with additional support from regional offices as needed and key Econolite personnel. Additional team members from both TCC and Econolite are available to support the city as needed on various aspects of the project. Our project team organization is as follows.

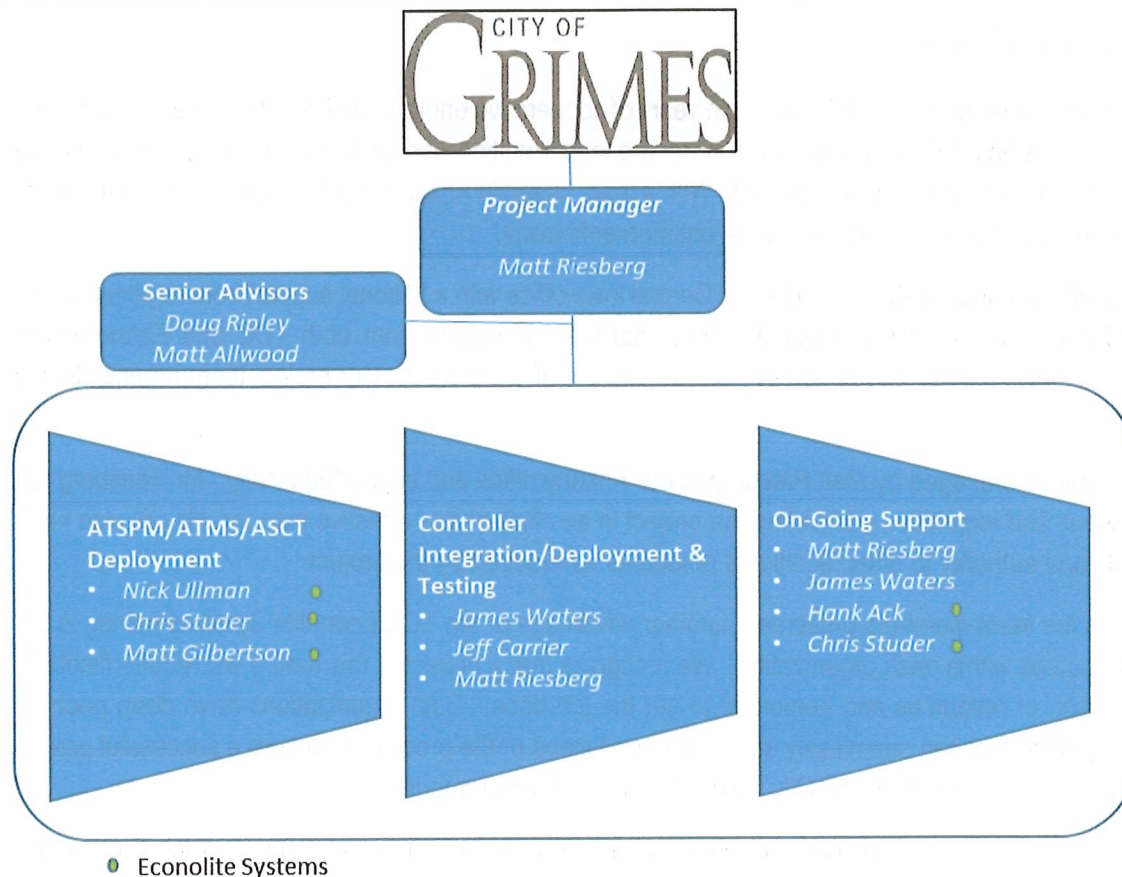
The project will be managed by Matt Riesberg in our Ankeny office and supported locally. Mr. Riesberg will provide a focus and expertise in delivering the project in an efficient and effective manner. He will also have the capacity and authority to direct additional resources as required by the project.

In addition to the team members presented, another advantage of the TCC/Econolite Systems pairing is the depth of resources within each organization. We recognize that a project of this nature will require flexibility in the allocation of resources and personnel to get the job done. Both organizations have deep pools of technical expertise that can seamlessly assist any or all steps of the process to ensure a successful project delivery that meets and exceeds the City's expectations and requirements.

Our in-house capacity and capabilities are unmatched and of direct benefit to Grimes and the City can be assured the work is being done by professionals with direct experience needed for these specific efforts. This is one of the ways we can assure the project will be done on schedule, as we do not need to rely on outside subcontractors for any of the project tasks, nor do we need to spend valuable time training inexperienced personnel on the tasks required.

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5.1 Team Resumes

Matt Riesberg, Project Manager, Traffic Control Corporation

Mr. Riesberg, a graduate of Des Moines Area Community College and resident of Ankeny, IA, brings nearly 20 years of working with public agencies delivering projects and solutions of all sizes. His role with Traffic Control is to work with all levels of the organization to match the right solutions to the needs. His value-based approach is designed to ensure the project maintains on track for all involved.

Mr. Riesberg will serve a variety of roles on this project including co-Project Manager and will focus on project schedules, task management and the Mobility deployment. Matt will lead the various stages of the project and work closely with the city on training needs, schedule scheduling and will coordinate the TCC and Econolite team as needed to keep the project moving forward.

Matt lives in Ankeny and works from the Ankeny office.

Doug Ripley, Regional Manager, Traffic Control Corporation

Mr. Ripley, a graduate of Iowa State University, is the Regional Manager with TCC and brings 25 years of experience as a transportation planner and operations specialists in the public and private industry. The last 15 years focused on providing technical resources and product applications to solving transportation



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issues in the upper Midwest. He is experienced in large and small project management, resource application, transportation planning, traffic operations, ITS integration and network development. For this project, Mr. Ripley will serve as Co-Project Manager and Principal in Charge of this project and lives in Ankeny and works from the Ankeny office.

As Regional Manager, Mr. Ripley oversees the day-to day operation and strategic planning for a multi-level sales organization spanning 5 states. His focus is providing operation and safety solutions to a variety of customers at all levels of the transportation industry. In his role with TCC he concentrates on long-term, strategic application of resources so customers are provided solutions that best meet their needs.

As the direct contact for Agencies and customers, Mr. Ripley has the resources and experience to manage projects of all sizes. By applying his 25 years of project management experience and continued involvement in the industry he recognizes the importance of project schedules and delivering as promised.

James Waters, Regional Technical Support, Traffic Control Corporation

Mr. Waters is responsible for technical support based out of the Ankeny Iowa office. James brings more than 20 years of experience as a technical expert in communications and integration. He has spent the last 16 years providing technical resources and product applications to solving technical challenges in the Upper Midwest and Southwest. He is experienced in all technical aspects of traffic operations, ITS integration and network development. He will be involved in the controller database conversions, controller and software support and on-going training. Located in central Iowa and working out of the Ankeny office he will be readily accessible to the City throughout the project.

James is IMSA Level II Signal Technician certified.

Nick Ullman, ATMS/ATSPM Installation and Configuration Oversight

Mr. Ullman, a graduate from the University of Victoria, British Columbia, Canada with BS in Computer Science and Mathematics, serves as a Vice President for Econolite Systems and has deployed over 36 Centracs systems nationwide utilizing both Econolite controllers, as well as a variety of controllers from other manufacturers. With 30 years of experience, he is an expert at the design and integration of Centracs, as well as design and implementation of communications systems ranging from the conversion of copper twisted pair utilizing IP over copper, fiber optics, and cellular systems. In addition to his deployment experience, he has developed documentation including disaster recovery plans, training materials, and interface control documents as they relate to communication master plans. He is a resident of Prescott, AZ.

Chris Studer, Warranty and Customer Support

Mr. Studer, a graduate from the University of Colorado, Boulder with a BA in Economics, is a Senior Associate with Econolite System out of the Colorado Springs, CO location, and is responsible for managing a team of Systems Support personnel that support Centracs implementations worldwide. He is also responsible for developing customer support programs tailored to meeting the specific needs of Econolite's end users. Mr. Studer created and manages Econolite's Network Operations Center with the goal of providing proactive

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customer support. His responsibilities also include tracking metrics to ensure the Systems Support Team is working optimally, accurately, and maintaining high levels of customer satisfaction. For this project, Mr. Studer will be responsible for providing ongoing system warranty and support, as well as bi-weekly reporting during those periods.

Matt Gilbertson, Senior Sales Engineer, Econolite

Mr. Gilbertson, a graduate from the University of Iowa, has 14 years' experience in the traffic industry. He has a strong technical background, specializing in Econolite products, including 10 years of experience as a user/customer of Econolite products prior to joining Econolite. Previously, Mr. Gilbertson was a Project Coordinator for Jacobs Engineering, working on the City of Centennial, CO public-private-partnership. Prior to that, Mr. Gilbertson was the Traffic Systems Coordinator for the City of Greenwood Village, CO. Through his experience at Greenwood Village and Centennial, he has been heavily involved in the full lifecycle, from design through installation, as the two agencies upgraded to Centrac's ATMS's.

A resident of Wake Forest, NC, Mr. Gilbertson has organized and instructed full-day and personalized hands-on Centrac's trainings for numerous municipalities. He was involved in planning, development, and installation of a network to interconnect Greenwood Village traffic signals and school flashers, using both fiber and wireless radio communications. He also developed traffic signal specifications for the City of Centennial that standardized intersection construction and installation in the City. Mr. Gilbertson was also involved in development of a Communications Master Plan for the City of Centennial that identified fiber network needs for the City and defined an IP scheme to best fit these needs.

6. Product Demonstration

TCC has 9 AM – 11 AM on Monday July 13th, 2 PM – 4 PM on July 13th, or 9 AM – 11 AM on July 14th. Additional dates/times can be coordinated as necessary.

7. Acceptance of Terms & Conditions

7.1 Certification Letter (Attachment 5)

7.2 Authorization to Release Information (Attachment 6)



ATTACHMENT 5 - CERTIFICATION LETTER

Alterations to this document are prohibited

Note: Effective Date follows signature

Mr. Matt Ahrens
City of Grimes
410 SE Main St, Suite 102
Grimes, Iowa 50111

RE: PROPOSAL CERTIFICATIONS
CITY OF GRIMES TRAFFIC SIGNAL NETWORK PROJECT
CITY OF GRIMES, IOWA

Dear Mr. Ahrens:

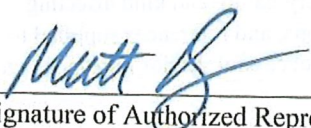
I certify that the contents of the Proposal submitted on behalf of authorized Vendor/Contractor Company name designated in response to the City of Grimes's Request for Proposal (RFP) designated on the cover page and specified following the signature line in this document are true and accurate. I also certify I have not knowingly made any false statements in this proposal as the representative for the Vendor/Contractor.

As the undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and deliver the proposed products and services as described in the proposal documents at the prices set forth within.

As the undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Grimes, the City's Request for Proposal shall prevail.

As the undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons submitting on the proposal.

Sincerely,


[Signature of Authorized Representative]

Matt Riesberg-Regional Product Manager
[Printed Name and Title]

Traffic Control Corporation
[Printed Name of Vendor Organization]

May 26, 2022
[Date]

ATTACHMENT 6 - AUTHORIZATION TO RELEASE LETTER

Alterations to this document are prohibited

Note: Effective Date follows signature

Mr. Matt Ahrens
City of Grimes
410 SE Main St, Suite 102
Grimes, Iowa 50111

RE: PROPOSAL CERTIFICATIONS
CITY OF GRIMES TRAFFIC SIGNAL NETWORK PROJECT
CITY OF GRIMES, IOWA

Dear Mr. Ahrens:

I certify that I am an authorized representative of the Vendor/Contractor and hereby authorize the City of Grimes or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Vendor in response to Request for Proposal Number (RFP) designated on the cover page and specified following the signature line of this document.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the City or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk. The Vendor hereby releases, acquits and forever discharges the City of Grimes, Participating Agencies, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the City of Grimes or the Evaluation Committee in the evaluation and selection of a successful Vendor in response to the RFP.

The Vendor authorizes representatives of the City of Grimes or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Vendor's Response to the RFP.

The Vendor further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Vendor's Response. The Vendor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Vendor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the City of Grimes or the Evaluation Committee in the evaluation and selection of a successful vendor in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,


[Signature of Authorized Representative]

Matt Riesberg-Regional Product Manager

[Printed Name and Title]

Traffic Control Corporation

[Printed Name of Vendor Organization]

May 26, 2022

[Date]

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City of Grimes, Iowa



8. Firm Proposal Terms

Our Approach to this project is based on experience working with Agencies of various sizes and with various needs. We recognize that the objectives for Grimes are specific to its needs and thus do not recommend the traditional cookie cutter approach. Our team, based in Ankeny, will always focus on the objectives of the project. Our project management approach ensures City staff will always be informed of project status, will have continued input and flexibility to make sure the project can adjust to meet the overall goals. Our solution and team provide unmatched flexibility and capabilities from the TCC and Econolite teams. Availability of the goods and services proposed will remain firm for a minimum of 180 days following the May 26th, 2022 proposal deadline.

9. Work Plan

The TCC Team is proposing the following Work Plan to deploy a ATSPM for the City of Grimes.

9.1 Project Management

Project management is a critical part of the deployment of any technology project. To emphasize its importance, we propose a dedicated project management task to ensure that The TCC Team and the City share common goals and expectations of the project, manage changes needed through the course of the project, and execute the project to meet those goals and expectations. The TCC Team shall perform proactive project management throughout the course of the project and provide periodic invoices and progress reports to summarize the project status.

We are proposing a highly experienced Project Manager for this project, Mr. Doug Ripley. Mr. Ripley's qualifications are detailed in **Section 5** of our proposal.

A key to The TCC Team's Project Management approach is to develop a Project Plan as detailed below.

Project Plan

The Project Plan will be developed and submitted to the City within one week from Notice to Proceed (NTP). The Plan will document the following elements:

- **Project Scope** – This document and any modifications that may be required over the term of the contract.
- **Major Deliverables** – This document and any modifications that may be required over the term of the contract.
- **Risk Assessment** – Identifies major risk elements and mitigation actions.
- **Resource Requirements** – Includes team organization and responsibilities of stakeholders.
- **Project Schedule** – Gantt chart updated monthly, at a minimum, to reflect project progress.

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Bi-Weekly Progress Meetings

The TCC Team will establish bi-weekly project meetings via teleconference to keep the City informed of project progress and upcoming activities. These meetings are structured as "status only" and are intended to last not more than 30-minutes. This time frame ensures regular stakeholder attendance and insists that more in-depth discussion to be taken offline. The agenda for these meetings will form two purposes: to guide the discussion and function as a Status Report. These meetings will be limited to the following discussion points:

- Estimates of progress
- Work performed during the prior period
- Work anticipated for the current/following period
- Any deviations from the project plan along with their current issues, status, and how they are to be remedied.

For each bi-weekly progress meeting, the TCC Team will provide the meeting agenda and notes. The notes will include a "rolling" Action Item list that identifies and summarizes the Action Item (what needs to be done), Responsible Parties (who needs to do it), Resolution Dates (when will it get done), and End Result (how was it accomplished).

Weekly scheduled discussions between the TCC and City project managers will be held to work through any schedule or task needs and to keep each informed of any changes or modifications that may be needed.

Invoices

Invoices will be submitted in accordance with the contracted milestone payments.

Assumptions:

- The TCC Team will participate in the bi-weekly progress meetings either in person or via teleconference. Since our team is local to Central Iowa, we anticipate most meetings will be conducted in person by Project Manager.

Deliverables:

- Kick-Off Meeting
- Project Plan delivered within one week of NTP
- Bi-Weekly Progress Meetings
- Periodic Invoices

9.2 ATMS Installation, Integration, and Deployment

The TCC Team will work closely with City staff to define a methodology for deploying the City's ATMS in a cooperative manner. This will include procedures for setup of communications to the Centraics Mobility system. The TCC Team will first baseline the existing system and work with City staff to further refine our



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understanding of project requirements as well as relevant City Information Technology (IT) Department constraints.

Mobility System – Set-Up

The TCC Team will install and enable Centrac's Mobility license to include the following:

- Centrac's Mobility licensed for up to 20 intersections
- Centrac's Local Edition
- Centrac's Enhanced Background Plan Generator
- Intersections Set-Up

Centrac's communication services will be installed on a server provided as part of the project. This server will handle the data traffic from the field controllers to the Mobility platform.

Intersection Graphics

The TCC Team will develop intersection graphics for the City intersections. Initially, we will develop a typical graphic representation of an intersection and submit a template to the City for review and approval. The template will include icons for:

- Intersection status (1st level)
- Intersection status with plan (2nd level)
- Intersection status with main street green (3rd level)
- Intersection phase movement display with status (4th level)

Upon agreement as to exactly how the City wants an intersection to look and what graphical elements are important to you, we will use this template to reproduce graphics for each intersection.

Intersection Properties

Each intersection will be geo-located and intersection properties, including intersection name, main street, cross street, IP address, will be configured.

Central System – Installation

The TCC Team will install, configure, and integrate the Centrac's Communication Server and Mobility Platform on the server supplied by TCC. We are assuming the City IT Department will assist the TCC Team with establishing a connection to the City network switch for access to the field network, the Internet, and any workstations (local or remote) that require access to the Centrac's system. In addition, the TCC Team will work with City IT staff to identify, network routes to the field network, and provisions for remote access for maintenance and software updates.

Maintenance of Existing City Systems

The City's existing observation camera network, school flasher network, and other networked devices will continue to operate as they currently are and will be unaffected by the deployment of Centrac's. In the event the City chooses to ultimately use Centrac's to manage these functions, an orderly cutover procedure will be employed such that each device will continue to operate with its existing system, up until the time that it

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is transitioned to Centrac. Centrac will be configured with the new devices, but with the devices in an "Offline" status. The transition will involve ceasing communications from the legacy system to the device(s) and changing the device status in Centrac to "Online". At that point, the devices will commence communications with Centrac. The downtime to transition any single device from the legacy system to Centrac should be less than fifteen minutes.

Assumptions:

- City will provide current phase diagrams and timing/coordination sheets for each intersection.
- Any required e-mail services will be provided through the City's SMTP relay server.
- All software installations will be coordinated through the City's IT Department.
- Remote access to the server can be arranged through the City IT Department.
- City will provide end-to-end Ethernet communications between the Centrac server software and the traffic signal controllers at each project intersection.
- City will establish a connection to the City network switch for access to the field network, the Internet, and any workstations (local or remote) that require access to the Centrac system.
- City IT Department will provide the necessary power and time sources.

Deliverables:

- Centrac Mobility installed, configured, & operational on the City Network
- Intersection graphics (up to 17)

9.3 *Install Controller and Transfer Signal Timings*

The TCC Team will apply a thoughtful and consistent process in performing the controller database conversions and bench testing. The following steps outline the process we will employ:

1. **Data Collection:** The TCC Team will obtain the most current and up to date timing sheets and phase diagrams for each intersection from the City.
2. **Database Conversion:** To facilitate the conversion process, the TCC Team will provide specialized training to our team of engineers to make absolutely certain that even the most obscure database elements are properly managed in the conversion process. Minimum clearance intervals and safety parameters will also be assessed during the conversion process and recommendations will be made, as necessary, to make improvements. While paper records will be produced, timings will be electronically input into a virtual controller and uploaded to a Centrac staging server to facilitate loading the timings into the controller.
3. **Testing and Quality Control:** The converted timing database will be downloaded to a test controller to verify proper conversion and acceptance in the controller environment. Engineers will validate that the databases have been properly converted prior to making a recommendation for field deployment.
4. **Field Installation:** After testing and quality control is complete, the City (or its designee) along with TCC staff will take the controller to the field and install it into the cabinet.



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5. **System Cutover:** The legacy system will continue to operate through the cut-over process allowing monitoring and control to continue without interruption up until the controllers are ready to be upgraded to Cobalt ATC controllers running EOS. To complete the cut-over, the intersection properties in Centrac's will be modified from "Offline" status to "Online." As all IP addressing in the local controller will have been entered as part of the system database conversion process discussed above, the intersection will come online and be made operational in Centrac's. It is anticipated that each intersection would be offline for a maximum of fifteen minutes, thereby minimizing the impacts on traffic flow.

Assumptions:

- City will provide current phase diagrams and timing/coordination sheets for each intersection.

Deliverables:

- Econolite EOS ATC controllers with Cobalt Software software.
- Controller Database Conversions, loaded on controllers, including testing and installation support

9.4 *System Testing and Acceptance*

Acceptance Testing

Once the initial batch of 17 controllers are brought on-line, the System Acceptance Test will be conducted in accordance with the Verification and Acceptance Test Procedures ("Test Plan"). The Test Plan will be based on Econolite's existing Standard Centrac's Test Procedures modified to incorporate the City's requirements contained in the RFP. The TCC Team will provide a Draft Test Plan to the City for approval 30-days before the acceptance test is to begin. The City shall review the Draft Test Plan and provide review comments within 14-days. The Test Plan will not be final until accepted by the City.

This testing includes a step-by-step walk through of every procedure documented in the Test Plan and ensures that the Standard Centrac's Test Procedures and the specific additional functional and performance requirements of the City are observed and proven to successfully function.

If during testing an item is marked as "failed", the TCC Team and City staff will agree to a course of action, which may delay the start of the 30-day Burn-In Period.

This test is incredibly thorough and painstakingly detailed. The TCC Team will conduct, document, and record all test results. The City's Project Manager (or their designee) will witness all tests and sign-off on each procedure as they are completed. At the conclusion of the System Test, the TCC Team will prepare a test report summarizing the results of the test, documenting any areas of the test that need to be corrected. As necessary, the TCC Team will resolve any issues that were identified during the System Test, demonstrate the proper operation to City personnel, and document the corrections.

30-Day Burn-In Period

Upon successful completion of the Acceptance Test, a 30-day Burn-In Period will commence. During the Burn-In Period, various issues may arise. Typically, many of these are of a minor or trivial nature, and while they will be addressed, do not constitute a system failure and do not warrant a restart of the Burn-In Period.

The TCC Team proposes the following priority mechanism be utilized to organize and account for the types of issues that may be encountered during the Burn-In Period. The issues would be handled as follows:



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Priority One

Priority One applies if the problem could:

- Prevent the accomplishment of an operational or mission essential function, OR
- Causes loss of data or data corruption, OR
- Jeopardize safety or security

If not resolved within 24-hours after the problem is first reported to the TCC Team, the Burn-In Period restarts from zero days after resolution. Otherwise, the Burn-In Period continues without interruption.

Priority Two

Priority Two applies if the problem could:

- Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, and no Workaround is available, OR
- Adversely affect technical or cost risks to the life cycle support of the System, and no workaround is available.
- Priority Two problems include aborts, but not loss of data or data corruption.

If not resolved within 72-hours after the problem is first reported to the TCC Team, the Burn-In Period will be suspended until resolution, after which the day count will resume. Otherwise, the Burn-In Period continues without interruption.

Priority Three

Priority Three applies if the problem could:

- Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, but a Workaround is available, OR
- Adversely affect technical or cost risks to the life cycle support of the system, but a workaround is available.
- Priority Three problems do not include aborts or loss of data.

If not resolved by the end of the Burn-In Period, the Burn-In Period continues until resolution.

Priority Four

Priority Four applies for any problem related to the System which does not fall within Priority One, Two or Three, and should be resolved within the next two (2) New Releases. Priority Four issues will not prevent the successful completion of the Burn-In Period.

Upon successful completion of the Burn-In Period, the City will grant "System Acceptance" and the Warranty period will begin.

Assumptions:

- System Test will be conducted after the system has been installed and 20 controllers brought on-line.
- City will review the Draft Test Plan and provide review comments within 14-days.



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- System Test will be performed over a consecutive 2-day period & the City's designated representative will be available to witness/participate.
- All training will be completed before the City provides final acceptance of the system.
- All documentation will be approved before the City provides final acceptance of the system.
- Upon successful completion of the Burn-In Period, the City will grant "System Acceptance" and the Warranty period will begin.

Deliverables:

- Test Plan based on Econolite's existing Standard Centracs Test Procedures
- System Acceptance Test Report
- Successful completion of the 30-day Burn-In Period

9.5 Training and Documentation

Training

The TCC Team will provide all training necessary for the City to successfully operate and manage the ATMS and SPM functions and the Controller software. Our proposed system training will be detailed in the Training Plan that identifies the lesson plan for each course detailing the literature, standard operating procedures, manuals, and test materials that will be used. The TCC Team will submit the Training Plan to the City for review and approval 30-days prior to the scheduled start of any training.

At the completion of system integration and before acceptance testing, the TCC Team will provide an initial series of two training sessions (System Operations, System Administration, and System Maintenance), each sixteen (16) hours in duration. This series of two trainings will be followed up with one subsequent training: approximately 3 months after acceptance testing and at the conclusion of the implementation period. Outside of the scheduled training, should the City require additional on-site training for short-refreshers or new-hires TCC is located in the Des Moines area and we are more than happy to stop by and assist with any additional training that is needed.

Each training will include all training materials and will be conducted for up to ten (10) people. These trainings will include both classroom style instruction on ATMS and CLS functionality and use as well as "hands-on" training and will be suitable for both traffic systems engineers and traffic signal technician staff. We understand that some areas may require more in-depth training than others and will adjust the curriculum according to the City's needs. Training will be conducted at City facilities with access to the system for optimal understanding of the system.

The trainings will be divided into Operations, Maintenance and Administration sessions. Operations and Maintenance training will address each of the following topics:

- System Overview
- System Set-Up, Configuration, & Calibration
- Graphics Set-Up
- Basic Operations

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- Advanced Operations
- Reports & Alarms Generation
- System Maintenance
- Troubleshooting

Administrative training will also be provided as follows. This content can be adjusted to best meet the City's needs

- **Introduction and Overview** - This session will review the System Hardware, System Software, *Centracs* capabilities and features, and a brief tour of the Traffic Management System Workspace. The discussion will also include: How to log-on to Windows for both remote connections and local workstations, launching the Client application, logging on to *Centracs*, accessing system graphics, and an explanation of the workspace components.
- **Windows Security** - This session will provide a general overview of the Windows security system as well as creating and removing user accounts. Each attendee will have the opportunity to add or remove a user account to/from the system.
- **Windows Event Logs** - This session will cover both the System and Application Event Logs within Windows. Specific items appearing within the logs will be discussed and their relationship to system performance will be reviewed.
- **Database Backups** - This session will review how the system backs-up the SQL Databases and the required operator actions.
- **Software Installation Procedures** - This session will review the procedures used to install the *Centracs* ATMS software on a target computer. Additionally, general setup requirements for each "type" of computer will be reviewed.

Documentation

The TCC Team will provide the City with a complete systems documentation package that includes the following:

- Software & hardware submittals
- User/operator manuals
- Software programming manuals & procedures

The documentation package will address all hardware and software provided under this contract and will be subject to review and approval by the City before final system acceptance. The TCC Team will submit all documentation for review and approval by the City.

Assumptions:

- Trainings will be conducted at a City facility with real-time access to the installed system.
- Each of the nine trainings will be conducted over 2 consecutive days and City personnel will be available to participate in the training.

Deliverables:

- Training Plan



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- System Operations, Administration, and Maintenance Training, three (3) 16-hour sessions
- Hard copies (5) and an electronic copy of all training materials
- Systems documentation package (Electronic Copy)

9.6 System Warranty, and Support

Centracs – Warranty & Support Terms

TCC and Econolite will provide a 5-year service package following successful completion of the 30-day Burn-In Period. The warranty covers all defects and bugs in the ATMS software and CLS and entitles you to all software updates. Third party hardware and software warranties will be transferred to the City.

In addition, we provide unlimited remote technical support via phone and Internet and, of course, our local support team is close-by to answer any questions, solve virtually any problem, and provide assistance to help you get the most productivity out of your new Centracs system EOS software.

Regular support is available during normal business hours, 8am to 5pm Mountain Time. For emergencies, Econolite also has a toll-free 24x7 maintenance hotline that can log trouble tickets and generate appropriate responses after hours.

For issues requiring a deeper level of technical support, the Econolite Group has a dedicated staff of maintenance professionals and support group to supplement the local team. These professionals are dedicated exclusively to supporting deployed Centracs systems and feature a team unmatched in the industry. Our system support engineers provide a managed process that responds quickly to any customer questions and problems as they arise.

To facilitate access by these individuals, we propose to utilize a VPN connection to remotely access the system and assist in diagnostics and troubleshooting. This is a very effective approach and enhances efficiency and reduces City staff time for troubleshooting. In addition, software updates can also be loaded remotely through this connection. We will work with the City's IT group to establish access which is compatible with the City's IT policy.

In addition to the 5-year Warranty, our proposal includes as an option of Premier Software Maintenance Agreement (SMA). A sample of this agreement has been included in the materials provided in **Section 9** of our proposal. During this 5-year period, Econolite will provide the following support services:

- **Technical Support** – Assist City staff with routine questions about the use, configuration, management, and troubleshooting of the ATMS and CLS.
- **Software Upgrades** – Econolite will provide all released upgrades to the City. Software upgrades include those to address errors, defects, security flaws, etc. and those that provide enhancements, new features, new functions, etc. Centracs and EOS will retain all system, user configuration, and preferences when applying software upgrades. If requested by the City, Econolite will provide technical support to install software upgrades.

So long as the system is under warranty or SMA, all Centracs and EOS updates are available at no additional charge. New feature releases are also included in the support and we typically release one upgrade per year, further assuring the City will remain on the leading edge of technology well into the future.



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Assumptions:

- Per the resultant contract, the City does not perform any acts that void the Warranty.
- The City will provide VPN access that allows Econolite to remote into the ATMS and CLS so that we can provide support, warranty, and maintenance services from our Colorado Springs Technical Center.

Deliverables:

- ATMS and CLS – 5-Year Warranty
- Premier Software Maintenance Agreement – Optional

10. Appendix

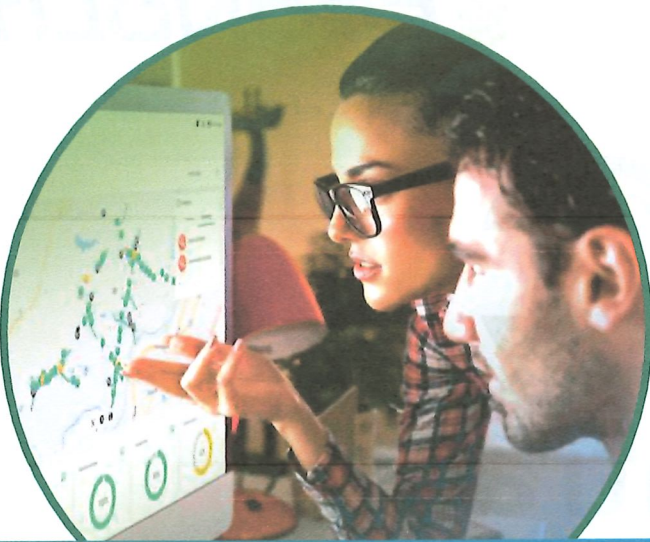


Centracs[®]

MOBILITY

Reinventing Cloud-Based Traffic Management



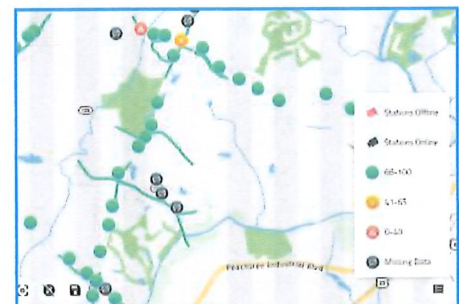
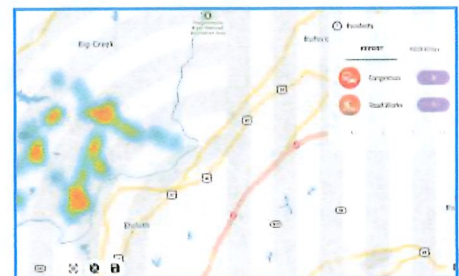


What is Centrac's Mobility?

Since 2009, Centrac's® has led the industry in providing advanced transportation management solutions for over 340 customers across North America, controlling over 57,000 signalized intersections. Centrac's has evolved along with the industry, keeping pace with both day-to-day operational demands and the emerging connected vehicle environment to ensure the highest levels of safety, system reliability, and optimized mobility.

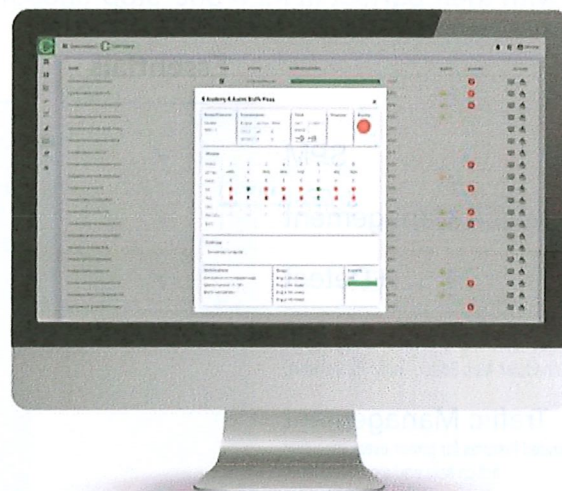
The Centrac's Mobility Platform delivers comprehensive, modular traffic signal control and intelligent automation. The Centrac's Mobility Platform allows agencies to deploy the desired functionality – ranging from the Essentials through advanced capabilities such as Signal Performance Measures, arterial performance optimization, data driven Adaptive signal control technology, and advanced features for signal priority. Centrac's Mobility's flexible deployment architecture includes both on-premise and cloud-based features.

This flexible cloud-based platform, offered in five suites, ensures transportation agencies will have the most sustainable and future-proof solutions available—meeting the evolving traffic control demands of the Smart City multimodal transportation environment, as well as the unique needs of each agency.



The Centracs Essentials Suite

The Centracs Essentials Suite provides agencies with entry-level tools for traffic management, including the data analytic capabilities of Signal Performance Measures, signal status and display or automated data reporting for Autoscope Vision sensors.



Signal Performance Measures (SPM)

Provides rich data analytics, leveraging the high-resolution data capabilities of advanced transportation controllers to support decision making that facilitates the development of performance-based operational and maintenance strategies.

Device Management

Provides basic intersection status display, remote database access, and compares features to facilitate entry-level traffic control strategies. It enables uploads and downloads of optimized signal programming to locally-connected traffic controllers.

+Detect

Automates data reporting, analytics, and monitoring for Autoscope Vision sensor systems. It captures and leverages high-resolution data collected by these sensors.



Additional Suites

In addition to the Centracs Essentials suite, four additional suites are available incorporating modules with increasing levels of functionality, including a completely customizable option, to provide agencies with their perfect fit for a one-stop-shop traffic management solution.

	Essentials	Standard	Signature	Enterprise	Custom
SPM	✓	✓	✓	✓	✓
Device Management	✓	✓	✓	✓	✓
+Detect	✓	✓	✓	✓	✓
Intersection Control (Scheduler, Map Editor, Traffic Responsive)		✓	✓	✓	*
Traffic Management (Expanded features for power users, including action sets and alert escalation)		✓	✓	✓	*
Timing (Tools to automate the signal re-timing process, including Pattern Optimizer)		✓	✓	✓	*
Interoperability		✓	✓	✓	*
Edaptive			✓	✓	*
Video			✓	✓	*
DMS			✓	✓	*
Priority				✓	*
MMS				✓	*
Ramps				✓	*
Integrated Corridor				✓	*

Specific Solutions can be customized to fit the unique needs of our customers.

*** Build Your Own Suite**
(All Suites Include SPM, Device Management and +Detect)



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Traffic Controllers for Traffic Operations



What, exactly, is EOS?

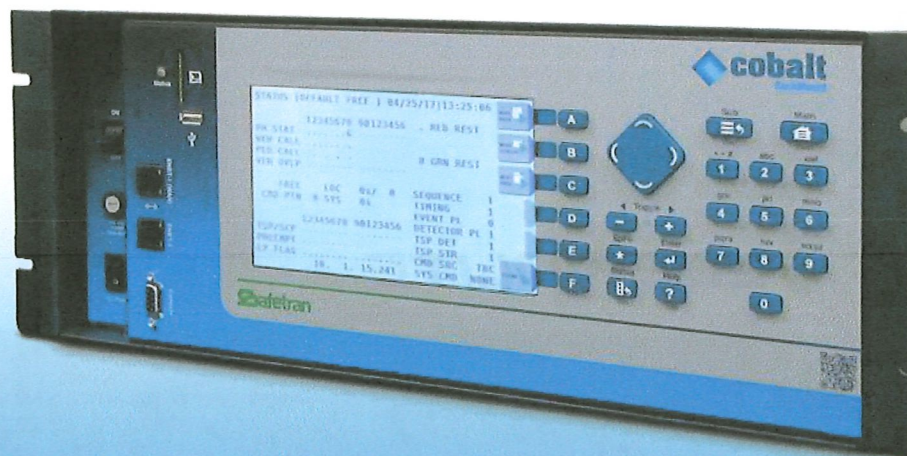
EOS is Econolite's new breakthrough in ATC controller software. Designed to power Econolite Cobalt (and other properly configured ATC controllers), EOS provides improved core traffic controller operation, enhanced features, and improved usability, helping prepare transportation agencies, cities, MPOs, and others for support of Connected and Automated Vehicles (CAV) and Smart City applications.

Why do agencies use EOS?

EOS provides a user interface that has been designed to maximize usability of traditional displays, as well as incorporating a new web user interface. EOS has improved real-time decision-making, allowing dynamic changes to nearly all features and timing 'on-the-fly.' It also provides operational benefits of adaptive control without the need for a separate adaptive system.

How does EOS benefit the driving public?

EOS' improved traffic control capabilities combined with its ease-of-use helps ensure that transportation agencies can provide the safest and most efficient intersections for its driving public. It is also designed with the future in mind, supporting the demands of Smart City and connected vehicle applications for the next level in intersection safety.





Description

Econolite EOS' user interface has been designed to maximize usability of traditional displays, as well as incorporating a new web user interface that includes a virtual suitcase tester. EOS can be accessed via a network interface, which can be local or remote, wired or wireless, and allows monitoring or programming of the controller through any web-enabled device, including smart phone, tablet, laptop, or desktop computer.

Improved Traffic Control

EOS has improved real-time decision-making, allowing dynamic changes to nearly all features and timing 'on-the-fly.' EOS supports the configuration of phase and overlap timing in predefined tables that can be swapped to meet immediate needs. Dynamic-sequencing is achieved by updating prior phase-next selections at the end of a red clearance and even allows phase-sequence swaps in the middle of active phase timing.

EOS features a brand new coordinator design, enabling immediate coordination decisions rather than awaiting a cycle endpoint. This coordinator includes adaptive split balancing using the Purdue GOR/ROR5 metric for phase failure. This coordinator goes a step further by supporting localized adaptive splits. Adaptive splits perform a split re-allocation, balancing splits per the newly published GOR/ROR5 metric. This feature brings many of the operational benefits of adaptive control, without the need for a separate adaptive control system.

Preparation for the Future

EOS' improvements to the core traffic controller operation, enhanced features, and improved usability, helps prepare transportation agencies, cities, MPOs, and others for support of Connected and Autonomous Vehicles (CAV) and Smart City applications. EOS currently supports SPaT, MAP, and BSM messages per the latest SAE J2735 standards.



Traffic Controllers for Traffic Operations



What, exactly, is the Cobalt Controller?

Cobalt is the next-generation in Advanced Transportation Controller (ATC) specifically designed for the mobile computing environment. Fully meeting ATC standards, Cobalt features a breakthrough hardened seven-inch touchscreen GUI matched with Linux-based OS that makes programming and access to functions the easiest in the industry.

Why do agencies use Cobalt?

Cobalt is designed to support connected and automated vehicle programs. Combined with the Connected Vehicle Co-Processor (CVCP) module, Cobalt fully supports Signal Phase and Timing (SPaT)/MAP data messaging capabilities, providing a fundamental V2I element for connected vehicle applications.

How does Cobalt benefit the driving public?

Helping to ensure safety, the traffic signal controller represents one of the most important intelligent technology and communication components of a signalized intersection. The Cobalt ATC family of controllers are designed to increase safety and traffic signal operations for years to come.





Cobalt RackMount Hardware

Cobalt's RackMount ATC controllers may be configured with Econolite's robust Cobalt Touch application software package, or other pre-qualified ATC/Linux software application software meeting current ATC standards. OS and software upgrades can be made easily by USB memory stick.

Cobalt RackMount controllers include an advanced, Linux-based Engine Board that is compliant with the ATC 6.25 and proposed 6.34 standard provides connectors that support integration into 33x, ITS or NEMA TS2 Type-1 cabinets.: four Ethernet ports, two USB ports, and an SD Card slot. Additionally, Cobalt's seven-inch color, high brightness TFT LCD module with touch screen capabilities is readable in direct sunlight, can be operated with gloved hands, and is not affected by condensation or water drops. Optional cards can be purchased for twisted-pair copper (FSK) or serial (RS232) system interconnect.

Hardware Details

- Caltrans C1/C11 cabinet interface to replace 170 or 2070 controllers in 33X cabinets..
- Synchronous Data Link Communications (SDLC) for hybrid or NEMA standard TS2 Type-1 cabinets.
- Supports Econolite Linux-based software or other prequalified ATC/Linux software
- ATC Engine Board
 - Fully compliant with the ATC Standard version 6.25 and proposed ATC Standard 6.34
 - 266MHz PowerQUICC II Pro-processor that provides 10 times more processing power than our previous generation controller processor
 - 128Mbytes of DDR2 DRAM memory for application and OS program execution
 - 64 Mbytes of FLASH for storage of OS Software and user applications
 - 2MB of SRAM memory for non-volatile parameter storage
- Two Ethernet switches provide additional ports and some level of management for networks ENET1 and ENET2
- Advanced Graphics Controller
 - Enables Cobalt's enhanced graphics user interface
 - Touch screen capability means the keyboard never has to be used
 - Replaces traditional text menu selection with graphical selections
- Two USB 2.0 ports used to:
 - Update application software
 - Upload or download configuration
 - Upload logged data
- Datakey socket for an optional 3.3V Datakey, 8MB
- SD Memory Card socket



- The SD Card stores configuration and logs and provides automatic backup of configuration

- CPU Active LED
- Built in speaker for enhanced audio controller feedback
- Recessed front panel Aux switch
- Serial Ports
 - Front panel mounted, 9-pin, C50s / Console port
 - Rear panel mounted:
 - 15-Pin NEMA Port 1, SDLC
 - 25-Pin, NEMA, Port 2, Terminal
 - 25-Pin ATC, C12S
 - One slot for optional ATC / 2070 communications module for access to SP1 and SP2
- Parallel Ports
 - Rear panel mounted:
 - C1S
 - C11S
- Power Supply
 - Meets all requirements of ATC standard 6.34
 - Recessed front panel AC power switch
- Operating system
 - Linux 3.12 or later kernel and Board Support Package (BSP)
 - Compliant to ATC Standard 6.25 Annex B specifications

Hardware Options

- Power Connection options:
 - A permanently attached cable and cable wraps for use in 170 or 2070 replacement applications.
 - A NEMA TS2-Type-1, "A", MS connector which facilitates a detachable power cord for use in Econolite Hybrid cabinets.
 - A 220VAC assembly
- Communications module options:
 - FSK Module that can be configured for RS232 operation and use a 9 or 25 pin D connector
 - 2070 TEES 2009 standard 6A, 6B, and 7A plug-in modules
- Optional datakey 3.3V, 8MB



Capabilities



- Fixed or floating exception day programs that override the day plan event on a specific day
- 16 day plans that can use any of the 100 event plans

Status Display Features

- Touch selection of detailed dynamic status display for the main controller unit functions including: controller, coordinator, preemptor, time base, detectors, and MMU

Detector Features

- 64 vehicle detectors
- 16 system or speed detectors
- Unique detector types and operation
- Individually assignable to phase and functions
- Lock/non-lock function by detector
- 4 detector plans
- 4 detector diagnostic plans
- Logging of volume and/or occupancy assignable by any or all of the 64 detector
- 4 pedestrian diagnostic plans

Logging Features

- Separate buffers for detector activity, detector failures, controller events, and MMU events
- Logged data can be:
 - Viewed on front panel
 - Retrieved via a RS-232 terminal port, USB
 - Transferred via communications to a traffic management center

Systems

- NTCIP level 2 compliance
- Supports Centracs® and TS2 NTCIP Level 2-compliant pre-qualified central applications

Software Options

- EOS
- ASC/3-LX

Control Features

- 16 phases, 8 configurable concurrent groups in 4 timing rings
- 16 vehicle overlaps that can be configured as normal, -green/yellow, PPLT/FYA or Econolite
- 16 pedestrian phases that can be configured as pedestrian overlaps
- Exclusive pedestrian operation
- Dynamic max operation
- Extendable walk and pedestrian clearance
- Advanced Walk
- Bike input and green timing
- Adaptive red clearance
- Transit Signal Priority

Coordination Features

- 120 coordination event plans, each with its own cycle, offsets, split timing, coordinated phases, vehicle and pedestrian recall and phase omits
- Offset and split entries displayed in percent or seconds
- Automatic permissive periods
- Fixed or floating force-off
- Crossing arterial coordination
- Quick-sync feature

Preemption Features

- Ten preemption sequences. Each may be configured as priority, first-come-first-serve, or bus preemption operation
- ECPI interlock to provide added monitoring
- Railroad gate-down input and timing.
- Conditional delay when entering preemption
- Multiple exit preemption options

Time Base Features

- 200 schedule programs, configurable for any combination of months, days of the week, and days of the month



Cobalt RM Software

- Software features, plus the following:
 - Full-color graphic interface with touch-screen capability
 - Provides menu selection using touch selections.
 - Programming uses touch data entry allowing touch gestures to select yes/no, select enable/disable, pull-down list selections and more
 - Screen can be swiped to advance to another screen
 - Naming of timing plans, Event plans, Day plans, and Week plans
- Allows for an agency-specific default database
- Automatic backup of controller database to optional Datakey or manual back up to USB flash drive
- Context sensitive help
- 100-statement logic processor to test inputs, outputs or timers and take actions based on the results
- Cobalt Mobile remote tablet interface
- Peer-to-Peer operation is a feature that allows controllers to share information with other controllers, independent of the central system. One controller can communicate with up to 15 other controllers through Ethernet.

Basic Specifications

- Temperature
 - -34.6°F to +165°F (-37°C to +74°C)
- Power
 - 110VAC @ 50/60 HZ or optional 220/240 VAC @ 50/60 HZ
- Fuse protection for either 110 or 220/240V
 - Protection for the 24VDC supply is provided by a resettable electronic fuse
- Dimensions
 - 19" W x 7" H x 11.5" D



Traffic Controllers for Traffic Operations



What, exactly, is the Cobalt controller?

Cobalt is the next-generation in Advanced Transportation Controller (ATC) specifically designed for the mobile computing environment. Fully meeting ATC standards, Cobalt features a breakthrough hardened seven-inch touchscreen GUI matched with Linux-based OS that makes programming and access to functions the easiest in the industry.

Why do agencies use Cobalt?

Cobalt is designed to support connected and automated vehicle programs. Combined with the Connected Vehicle Co-Processor (CVCP) module, Cobalt fully supports Signal Phase and Timing (SPaT)/MAP data messaging capabilities, providing a fundamental V2I element for connected vehicle applications.

How does Cobalt benefit the driving public?

Helping to ensure safety, the traffic signal controller represents one of the most important intelligent technology and communication components of a signalized intersection. The Cobalt ATC family of controllers are designed to increase safety and traffic signal operations for years to come.





Cobalt ATC Hardware

Cobalt ATC controllers may be configured with Econolite's robust Cobalt Touch or Cobalt ASC application software package, or other Linux application software meeting current ATC standards. OS software upgrades can be made easily by USB memory stick, SD card, or Ethernet via Econolite's Windows software installation application.

Cobalt includes a high-power, Linux-based Engine Board that is compliant with the ATC 6.25 and proposed 6.34 standard for a NEMA standard TS2 Type-1 or Type-2 I/O connectors: four Ethernet ports, two USB ports, and an SD Card slot. Additionally, Cobalt's seven-inch color, high brightness TFT LCD module with touch screen capabilities is readable in direct sunlight, can be operated with gloved hands, and is not affected by condensation or water drops.

Hardware Details

- Supports Econolite Linux-based software or other pre-qualified ATC/Linux software
- ATC Engine Board
 - Fully compliant with the ATC Standard version 6.25 and proposed ATC Standard 6.34
 - 233MHz PowerQUICC II Pro-processor that provides 10 times more processing power than previous generation controller processor
 - 128Mbytes of DDR2 DRAM memory for application and OS program execution
 - 64 Mbytes of FLASH for storage of OS Software and user applications
 - 2MB of SRAM memory for non-volatile parameter storage
- Two integral Ethernet switches for two networks, ENET1 and ENET2
 - Advanced Graphics Controller
 - Enables **Cobalt's** enhanced graphics user interface
 - Touch screen capability means the keyboard never has to be used
 - Replaces traditional text menu selection with graphical selections
- Two USB 2.0 ports used to:
 - Update application software
 - Upload or download configuration
 - Upload logged data
- Datakey socket for an optional 3.3V Datakey, 2 through 32MB
- SD Memory Card socket
- CPU Active LED
- Three communications ports standard:
 - NEMA-ATC SDLC serial port 1
 - 25 pin serial port 2
 - 9 pin console serial port



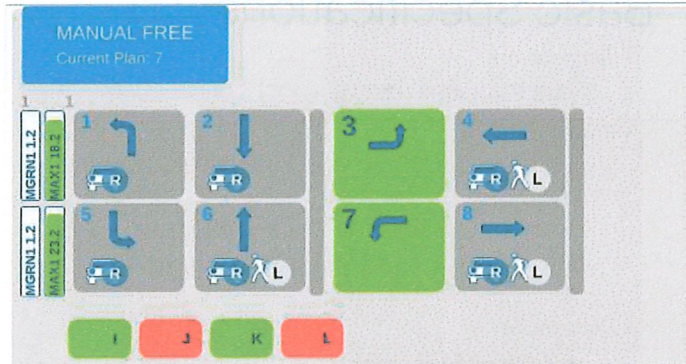
- Built in speaker for enhanced audio controller feedback
- Integral carrying handle in back of controller
- Power Supply
 - Meets all requirements of ATC standard 6.34
 - External 24VDC protected by a self-resetting electronic fuse
- Operating system
 - Linux 2.6.3x or later kernel and Board Support Package (BSP)
 - Compliant to ATC Standard V. 6.25 Annex B specifications

Hardware Options

- Two user interface options:
 - Advanced Display with graphics and touch-screen (Standard)
 - Basic Display with text and textual menus only—no touch or graphics (Option)
- Two models,
 - TS2 Type-2 connector
 - TS2 Type-1 connector
- Communications module options:
 - FSK Module that can be configured for RS232 operation
 - 2070 TEES 2009 standard 6A, 6B, and 7A plug-in modules
- Datakey 3.3V, 2 through 32MB



Capabilities



Control Features

- 16 phases, 8 configurable concurrent groups in 4 timing rings
- 16 pedestrian phases that can be configured as pedestrian overlaps
- Dynamic max operation
- Extendable walk and pedestrian clearance
- Advanced walk
- Bike input and green timing
- Extendable red clearance

Coordination Features

- 120 coordination patterns, each with its own cycle, offsets and split plan selection
- 120 split plans, each with its own coordinated phases, vehicle and pedestrian recall and phase omits
- Offset and split entries displayed in percent or seconds
- Automatic permissive periods
- Fixed or floating force-off
- Crossing arterial coordination
- Quick-sync feature

Preemption Features

- Ten preemption sequences. Each may be configured as priority, first-come-first-serve, or bus preemption operation
- ECPI interlock to provide added monitoring
- Railroad gate-down input and timing.
- Conditional delay when entering preemption
- Multiple exit preemption options

Time Base Features

- 200 schedule programs, configurable for any combination of months, days of the week, and days of the month
- Fixed or floating exception day programs that override the day plan event on a specific day

- 16 day plan events that can use any of the 100 action plans

Status Display Features

- Keyboard selection of detailed dynamic status displays for each of the main controller unit functions including: controller, coordinator, preemptor, time base, detectors, and MMU

Detector Features

- 64 vehicle detectors
- 16 system or speed detectors
- Unique detector types and operation
- Individually assignable to phase and functions
- Lock/non-lock function by detector
- 4 detector plans
- 4 detector diagnostic plans
- Logging of volume and/or occupancy assignable by detector
- 4 pedestrian diagnostic plans

Logging Features

- Separate buffers for detector activity, detector failures, controller events, and MMU events
- Logged data can be:
 - Viewed on front panel
 - Retrieved via a RS-232 terminal port, USB flash drive, or SD Card
 - Transferred via telemetry to a traffic management center

Systems

- NTCIP level 2 compliance
- Supports Centracs®, Aries® and TS2 NTCIP Level 2-compliant central applications

Software Options

- EOS
- ASC/3 - LX



Cobalt Software Options

Cobalt Touch Software (requires Cobalt ATC hardware including the Advanced Graphics Controller)

- All the ASC/3-LX Software features, plus the following:
 - Full-color graphic interface with touch-screen capability
 - Provides menu selection using touch selections.
 - Programming uses touch data entry allowing touch gestures to select yes/no, select enable/disable, pull-down list selections and more
 - Screen can be swiped to advance to another screen

ASC/3-LX Software (General)

- Field-proven for over 8 years
- Allows for an agency-specific default database
- Automatic backup of controller database to optional Datakey or manual back up to USB flash drive
- Context sensitive help
- Hyperlink feature allows jumping from a status field to the screen where data is defined
- 100-statement logic processor to test inputs, outputs or timers and take actions based on the results

Optional Software

- Adaptive

Connected Vehicle Co-Processor

Cobalt ATC is designed to support the Connected Vehicle Co-Processor (CVCP) module. The CVCP module is intended to allow third-party-developed and processor-intensive connected vehicle applications, including leveraging SAE J2735 (5.9 GHz DSRC), to be used with Cobalt or any other properly equipped ATC-compliant traffic controller.

Basic Specifications

- Temperature
 - -34.6°F to +165°F (-37°C to +74°C)
- Power
 - 110VAC @ 50/60 HZ or optional 220/240 VAC @ 50/60 HZ
 - Fuse protection for either 110 or 220/240V
 - Protection for the 24VDC supply is provided by a resettable electronic fuse
- Dimensions
 - 14.84"W x 8.50"H x 6.13"D



Traffic Controllers for Traffic Operations

The 2070-2B+

Safetran
BY ECONOLITE

Safetran 2070-2B+, a 2070 TEES compliant, two-channel, SDLC serial module, provides a traffic controller with the necessary interfaces to operate a NEMA TS2 or ATC cabinet. This provision also **enables an ATC cabinet configuration for an ATC controller in a NEMA shelf-mount form factor.**

The 2070-2B+ contains an ATC/TEES conformant, 25-pin, C12S connector that supplies signals to both SB1 and SB2 SDLC channels which drive a 2070-style or ATC-conformant controller, including any member of the Cobalt family of ATC controllers.

The capabilities of this module help improve a traffic controller's functionality and provide increased intelligence at signalized intersections, enhancing roadway safety and traffic signal operations.





Hardware Details

The 2070-2B+ module provides a flexible interface to the controller's serial channels, allowing either SP1 and SP2, or SP3 and SP5, to be routed to the SB1 and SB2 channels on C12S. For use in an ATC controller communications slot, select SP1 and SP2 mode. For use in 2070 controllers, select the SP3 and SP5 mode.

Hardware Features

- Fully TEES compliant
- Front panel SP3 Active switch and LED
- SP3 & SP5 or SP1 & SP2 selectable by internal jumper
- 32-bit ARM microcontroller
- All C12S signals are optically isolated and EIA-485 compliant

Temperature Specification

- -34.6°F to +165°F (-37°C to +74°C)

C12S Connector Pinout

C12S Pin Assignment			
Pin	Function	Pin	Function
1	SP5TXD+	14	SP5TXD-
2	SP5RXD+	15	SP5RXD-
3	SP5TXC+	16	SP5TXC-
4	SP5RXC+	17	SP5RXC-
5	SP3TXD+	18	SP3TXD-
6	SP3RXD+	19	SP3RXD-
7	SP3TXC+	20	SP3TXC-
8	SP3RXC+	21	SP3RXC-
9	LINE SYNC+	22	LINE SYNC-
10	NRESET+	23	NRESET-
11	POWERDOWN+	24	POWERDOWN-
12	BIAS +5 VDC	25	EG
13	DCG #2	--	--



CONTRACT ATTACHMENT: ITEM 2 - ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the proposal prices tabulated below as proposed by the Vendor in its proposal submitted in accordance with notice to vendors. All quantities are subject to revision by the City. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	INTERSECTION IMPLEMENTATION	EACH	17	6,250	106,250
				\$	\$
2	GRIMES FACILITY IMPLEMENTATION	LUMP SUM	1	5,250	5,250
				\$	\$
3	CENTRAL SOFTWARE/ SERVER OR CLOUD-BASED SYSTEM ACCESS	LUMP SUM	1	66,600	66,600
				\$	\$
4	TRAINING	LUMP SUM	1	13,850	13,850
				\$	\$
5	INCLUDED MAINTENANCE & SUPPORT	LUMP SUM	1	39,750	39,750
				\$	\$
TOTAL IMPLEMENTATION COST					\$ 231,700



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

AGENDA MEMO

Meeting: September 27, 2022

AGENDA HEADING:

Resolution Approving Satisfaction of Agreement for Public Improvements

SYNOPSIS:

During a recent closing of development property in the Princeton Subdivision, a closing attorney requested that a prior agreement related to the development be satisfied for the property in question. The original agreement called for the construction of certain improvements along SE 19th Street (fka NW 62nd Ave). Staff reviewed the agreement and improvements within the field and found it to be completed.

As such, staff is suggesting that the agreement be satisfied in its entirety.

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 APPROVING SATISFACTION OF AGREEMENT FOR PUBLIC
IMPROVEMENTS

WHEREAS, the City entered into an Agreement for Public Improvements dated June 4, 2001 with Newark Land Trust, LLC (“Developer”) and recorded in the office of the Recorder of the County of Polk State of Iowa, in Book 8900 Page 631 on July 11, 2001 (the “Development Agreement”).

WHEREAS, the City acknowledges that Developer has satisfied its obligations pursuant to Agreement in relation to Princeton Subdivision in the City of Grimes, Polk County, Iowa.

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

That the Satisfaction of Agreement for Public Improvements is hereby approved, the Mayor and City Clerk are hereby authorized to sign such Satisfaction, and the City Clerk is hereby directed to file such Satisfaction with the Polk County Recorder.

PASSED AND APPROVED this 27th day of September, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

SATISFACTION OF AGREEMENT FOR PUBLIC IMPROVEMENTS

WHEREAS, The City entered into an Agreement for Public Improvements dated June 4, 2001 with Newark Land Trust, LLC (“Developer”) and recorded in the office of the Recorder of the County of Polk State of Iowa, in Book 8900 Page 631 on July 11, 2001 (the “Development Agreement”).

WHEREAS, all improvements required to be constructed under the Development Agreement are complete, and the Developer has complied with the terms of said Development Agreement.

NOW THEREFORE the undersigned does hereby acknowledge that the Developer has complied with the terms of that Agreement for Public Improvements bearing date of June 4, 2001 made and executed by the City of Grimes to Newark Land Trust, LLC and recorded in the office of the Recorder of the County of Polk State of Iowa, in Book 8900 Page 631 on July 11, 2001, and all of the Developer’s obligations pursuant thereto have been satisfied in full.

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

Dated _____, 2022.

City of Grimes

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Satisfaction of Agreement for Public Improvements was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the ____ day of _____, 2022, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2022.

FILING AND RECEIVING OF REPORTS AND CORRESPONDENCE



September 15, 2022

Dave Guthrie
City of Grimes
101 NE Harvey St
Grimes, Iowa 50111

Dear Dave,

The Iowa Department of Natural Resources Forestry Section is pleased to inform you that your application for the Community Forestry Grant Program (CFGP) for derecho and EAB recovery was approved for the following:

FALL 2022 CFGP GRANT AMOUNT: **\$6,847.26**

This Grant shall be used for the tree planting project described in your Community Forestry Grant Program Application dated 8/29/2022.

Note: NO SINGLE ITEM PURCHASED AT \$5000 OR MORE IS ELIGIBLE!

The maximum time allowed for project completion shall be no later than December 9, 2022.

To confirm your desire to use this allocation as identified above, by no later than October 15, 2022, you must sign and return to DNR both this award letter and the enclosed **Grant Project Cooperative Agreement**.

To: Emma Hanigan

DNR Forestry – Urban Program

502 E 9th Street

Des Moines, IA 50319

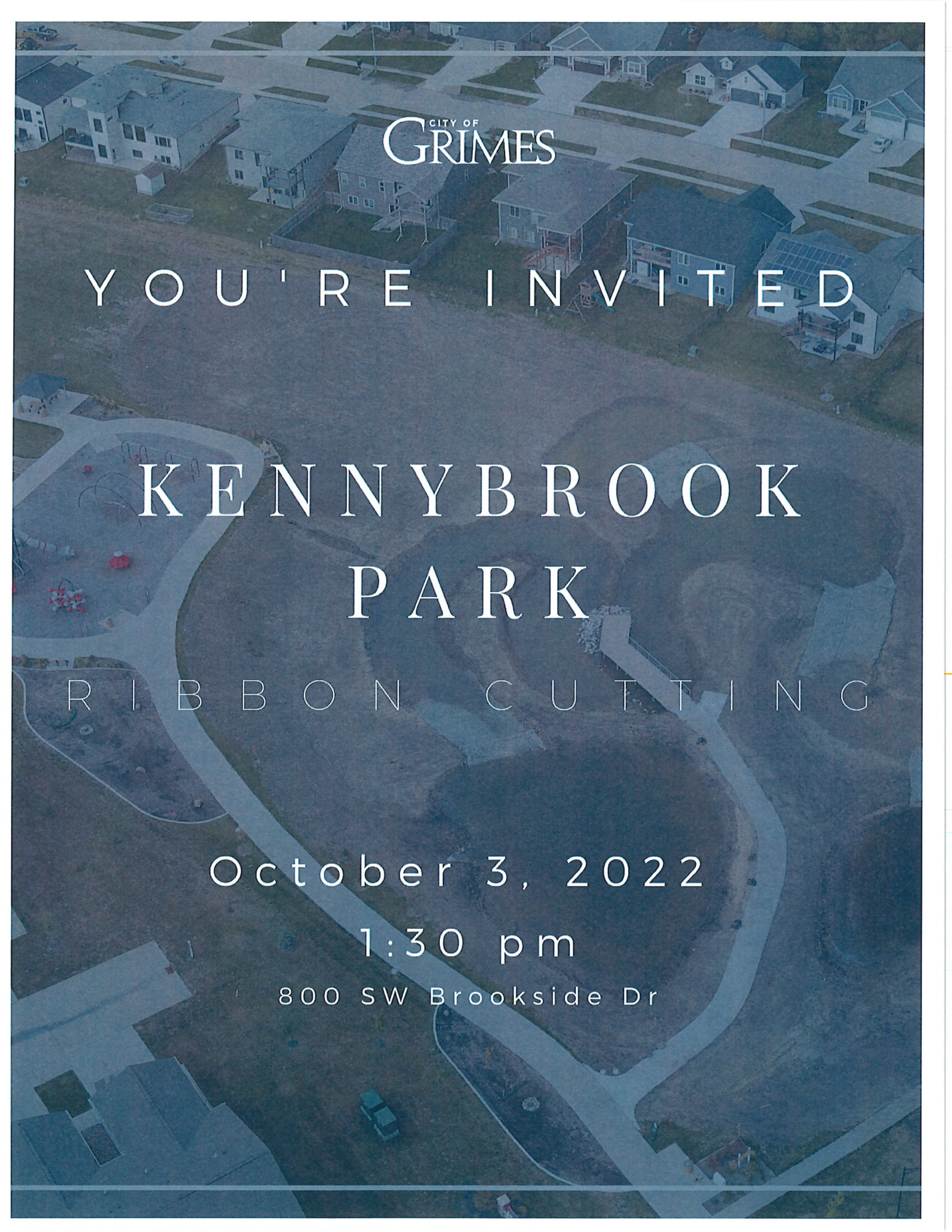
Phone: 515-249-1732

Jeff Goerndt, State Forester

Date

Grantee

Date



CITY OF
GRIMES

YOU'RE INVITED

KENNYBROOK PARK

R I B B O N C U T T I N G

October 3, 2022

1:30 pm

800 SW Brookside Dr

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200

iowaeda.com



September 15, 2022

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

RE: UA22-33, Grimes Voluntary Annexation

Dear Ms. Williams:

Pursuant to Sections 368.7 and 368.20 Iowa Code, the City Development Board is required to file with the Clerk of each city involved in a boundary adjustment, copies of the proceedings.

Please find enclosed the Findings of Fact and Conclusions of Law and The Final Order filed by the City Development Board approving the voluntary annexation petition submitted by the City of Grimes. If no appeal is filed within 30-days of the date of this Order, the City Development Board will file a copy of these proceedings with the Iowa Secretary of State and record with the Polk County Recorder to complete this annexation. All recording and filing fees will be charged to the City of Grimes.

Please note: Iowa Code Section 476.26 provides: "The inclusion by incorporation, consolidation, or annexation of any facilities or service area of an electric utility within the boundaries of any city shall not by such inclusion impair or affect in any respect the rights of the electric utility to continue to provide electric utility service and to extend service to prospective customers in accordance with the provisions of this division."

Also, pursuant to Section 312.3(4) Iowa Code, the Mayor and Council are required to certify to the State Treasurer the actual population of the annexed area as determined by the last federal census of that area. The certification should be sent to: Treasurer of the State of Iowa, c/o RUT Accounting, 1st Floor Lucas State Office Building, 321 E. 12th Street, Des Moines, IA 50319.

The annexation is completed when copies of these proceedings have been filed with the Polk County Recorder and Iowa Secretary of State by the City Development Board. If there are any questions, please call me at (515) 348-6196.

Sincerely,

A handwritten signature in black ink, appearing to read "MR", followed by a long horizontal line.

Matt Rasmussen
City Development Board Administrator

MR:blh

cc: Alecia Meuleners, Grimes City Attorney

CITY DEVELOPMENT BOARD
STATE OF IOWA

IN THE MATTER OF THE CITY OF GRIMES
VOLUNTARY ANNEXATION WITHIN THE
URBANIZED AREA OF THE CITIES OF
JOHNSTON AND GRANGER

)
) NO. UA22-33 / GRIMES
)
) FILING OF WRITTEN DECISION
)
)

TO: Cities of Grimes, Johnston and Granger, Polk County Board of Supervisors, Polk County Attorney, Des Moines Area Metropolitan Planning Organization, Iowa Attorney General, Affected Public Utilities, and Parties of Record

You and each of you are hereby notified that the City Development Board has approved the annexation of territory to the City of Grimes under City Development Board Case File No. UA22-33.

Please find enclosed the Findings of Fact, Conclusions of Law, Determination, and Final Order by the City Development Board approving the annexation. An appeal of the Board's decision may be filed within 30-days of the date of the enclosed Order.

If no appeal is filed within 30-days of the date of this Order, the City Development Board will file with the Iowa Secretary of State and record with the Polk County Recorder to complete this annexation.

CITY DEVELOPMENT BOARD



Matt Rasmussen, Administrator
City Development Board

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Mr. Andy Loonan
Iowa Dist. Trans. Planner
1020 S. Fourth Street
Ames, IA 50010

Mr. John Sarcone
Polk Co. Attorney
222 Fifth Avenue, Polk County Justice Center
Des Moines, IA 50309

Polk Co. Bd. of Supervisors
111 Court Avenue, Rm. 300, Administration
Bldg.
Des Moines, IA 50309

Mr. Todd Ashby
DMAMPO/CIRTPA
420 Watson Powell Jr. Parkway, Suite 200
Des Moines, IA 50309

Granger City Council
1906 Main Street
Granger, IA 50109

Ms. Alecia Meuleners
Whitfield Eddy Law, Grimes City Attorney
699 Walnut Street, Ste. 2000
Des Moines, IA 50309

Ms. Rochelle Williams
Grimes City Clerk/Director of Admin. Services
101 NE Harvey Street
Grimes, IA 50111

Johnston City Council
6221 Merle Hay Road
Johnston, IA 50131

Ms. Roxann Basham
Black Hills Energy
P.O. Box 1400
Rapid City, SD 57709

Black Hills Energy
505 5th Avenue, Ste. 729
Des Moines, IA 50309

MidAmerican Energy Co.
P.O. Box 657
Des Moines, IA 50306-0657

MidAmerican Energy Co., c/o CT Corporation
400 E. Court Ave.
Des Moines, IA 50309

Xenia Rural Water District
23998 141st Street
Bouton, IA 50039

Mediacom Communications Corp.
1 Mediacom Way
Mediacom Park, NY 10918

Mediacom Comm. Corp., c/o CT Corporation
400 E. Court Ave.
Des Moines, IA 50309

CenturyLink Communications LLC
100 CenturyLink Drive
Monroe, LA 71203

CenturyLink Communications LLC, c/o CT Corporation
925 High Street
Des Moines, IA 50309

Hickory Tech Corporation
221 East Hickory Street
Mankato, MN 56001

Hickory Tech Corporation
666 Walnut St., Ste. 2500
Des Moines, IA 50309

Mi-Fiber
4464 114th St.
Urbandale, IA 50322

Mi-Fiber c/o Mitchell Bailey
600 NW Church St.
Leon, IA 50144

Mi-Fiber
1001 Kentucky St.
Princeton, MO 64673

Ms. Kerri Harvey
Black Hills Energy
1205 SW 37th St.
Grimes, IA 50111

Metronet
3701 Communications Way
Evansville, IN 47715

National Registered Agents Inc.
400 E. Court Ave.
Des Moines, IA 50309

Des Moines Area Regional Transit Authority
620 Cherry Street
Des Moines, IA 50309

Dallas Center Grimes CSD
2555 W. 1st St.
Grimes, IA 50111

Mr. Jake Anderson
Grimes City Administrator
101 NE Harvey St.
Grimes, IA 50111

Said copy was mailed in an envelope addressed to them at the address shown above, with postage fully paid and by depositing same in a United States Post Office depository in Des Moines, Iowa, on the 15th day of September, 2022.

Local Delivery
Honorable Tom Miller, Iowa Attorney General


Betty Hessing Administrative Assistant

BEFORE THE CITY DEVELOPMENT BOARD
STATE OF IOWA

IN THE MATTER OF THE VOLUNTARY	)	NO. UA22-33 / GRIMES
ANNEXATION TO THE CITY OF GRIMES WITHIN	)	FINDINGS OF FACT AND
THE URBANIZED AREA OF THE CITIES OF	)	CONCLUSIONS OF LAW AND
JOHNSTON AND GRANGER	)	DETERMINATION

TO: Cities of Grimes, Johnston and Granger, Polk County Board of Supervisors, Polk County Attorney, Des Moines Area Metropolitan Planning Organization, Iowa Attorney General, Iowa Department of Transportation and affected public utilities

STATEMENT OF THE CASE

The City of Grimes (hereinafter the "City") filed its request for City Development Board approval of annexation of territory within the urbanized area of the Cities of Johnston and Granger on August 18 & 19, 2022. Notice of City Development Board review of the request and owner's application was given on August 23, 2022, and the Board considered the matter at its September 14, 2022 meeting. The City Development Board, having considered the City's request for approval, the property owner's application and all evidence submitted by the affected parties, hereby makes the following findings of fact, conclusions of law and determination:

FINDINGS OF FACT

1. On May 2, 2022, by written application, which included a map, LeMar Koethe requested the City of Grimes to annex the following described property owned by them and located in Polk County, Iowa:

The proposed annexation territory is described in Appendix A attached hereto and by this reference made a part of.
2. On July 14, 2022, the City of Grimes published in an official county newspaper notice of the City Council's meeting on August 9, 2022, to consider the application for voluntary annexation.
3. On July 15, 2022, the City of Grimes provided a copy of the application for voluntary annexation to the City of Johnston and Granger, Polk County Board of Supervisors, Des Moines Area Metropolitan Planning Organization, Iowa Department of Transportation and affected public utilities.

4. By resolution dated August 9, 2022, which contained a legal description, the City Council of the City of Grimes voted to annex the subject property.
5. The area to be annexed is within two miles of the Cities of Johnston and Granger and is therefore within its urbanized area.
6. The area to be annexed has a common boundary with the City of Grimes of more than 50 feet.
7. The area to be annexed does not contain railroad right-of-way.
8. On August 18 & 19, 2022, the City requested the City Development Board to approve the annexation of the territory described in finding number one. Said request included a copy of the owner's application, map and City Council resolution.
9. On August 23, 2022, the City Development Board notified, by mail, the Cities of Grimes, Johnston and Granger, Polk County Board of Supervisors, Polk County Attorney, Des Moines Area Metropolitan Planning Organization, Iowa State Attorney General, Iowa Department of Transportation and affected public utilities, of the proposed annexation and request for approval. Said notice invited oral and written evidence relative to the proposed annexation.
10. The City Development Board received no response from any governmental unit, business or individual.
11. The Board considered the City's request at its September 14, 2022 meeting and found it to be complete and properly filed.
12. Based on the information favoring the annexation found in the City's request and other materials filed by the City of Grimes and the absence of evidence of any potential adverse consequences, the Board finds the annexation to be in the public interest.

CONCLUSIONS OF LAW

1. The territory to be annexed "adjoins" the City of Grimes as the term is defined in Iowa Code Section 368.1(1) and is within the "urbanized area" of the Cities of Johnston and Granger as the term is defined in Iowa Code Section 368.1(16).
2. The City published notice of the filing of the application and provided copies of the proposed annexation to parties in accordance with the requirements of Iowa Code Section 368.7.
3. The City Development Board possesses jurisdiction to approve or decline the application for annexation in accord with Iowa Code Section 368.7(3). If the application is approved by the Board, the Board is required to file portions of the proceedings in accord with Iowa Code Section 368.7.
4. The resolution by the City Council of Grimes conforms to Iowa Code Section 368.7.

5. The City of Grimes's request for Board approval and the annexation is in substantial compliance with Iowa Administrative Code r. 263—7.2.
6. In accord with the standards set forth in Iowa Code Chapter 368, including the presumption of validity for voluntary annexation approval set forth in Iowa Code Section 368.6, the annexation proposal is in the public's interest.

Dated this 15th day of September, 2022.

CITY DEVELOPMENT BOARD

A handwritten signature in black ink, appearing to read 'MR', is written over a horizontal line.

Dennis Plautz, Chairperson

Signature affixed by Matt Rasmussen, Administrator
for City Development Board as authorized under Iowa
Administration Code 263 - 9.11(2)

THEREFORE, IT IS ORDERED that the application of the following described territory to the City of Grimes is hereby approved:

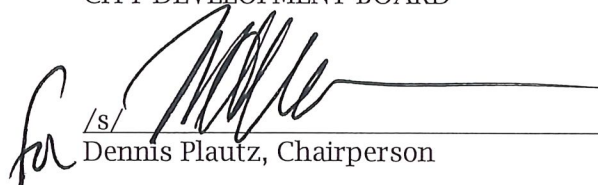
The proposed annexation territory is described in Appendix A and attached hereto and by this reference made a part of.

IT IS FURTHER ORDERED that the owner's annexation application and map, City Council resolution, notices of Board review and this Order, be filed by the Board with the Grimes City Clerk and that the Board file a copy of the map and legal description with the Iowa Department of Transportation.

To complete the annexation process, the Board Administrator shall mail a copy of this Order and other relevant documents to the Polk County Recorder and Iowa Secretary of State on or after the 31st day following issuance of this Order. To request a stay of completion of the annexation process, a person or city authorized by Iowa Code Section 368.22 to appeal this Order must deliver to the Board Administrator a timely written request for a stay accompanied by notice of the filing of a petition for judicial review or intent to file a petition for judicial review. Any such request shall be referred to the Board for action at its next regularly scheduled meeting or at a special meeting.

Dated this 15th day of September, 2022.

CITY DEVELOPMENT BOARD


/s/ _____
Dennis Plautz, Chairperson

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Mr. Andy Loonan
Iowa Dist. Trans. Planner
1020 S. Fourth Street
Ames, IA 50010

Mr. John Sarcone
Polk Co. Attorney
222 Fifth Avenue, Polk County Justice Center
Des Moines, IA 50309

Polk Co. Bd. of Supervisors
111 Court Avenue, Rm. 300, Administration
Bldg.
Des Moines, IA 50309

Mr. Todd Ashby
DMAMPO/CIRTPA
420 Watson Powell Jr. Parkway, Suite 200
Des Moines, IA 50309

Granger City Council
1906 Main Street
Granger, IA 50109

Ms. Alecia Meuleners
Whitfield Eddy Law, Grimes City Attorney
699 Walnut Street, Ste. 2000
Des Moines, IA 50309

Ms. Rochelle Williams
Grimes City Clerk/Director of Admin. Services
101 NE Harvey Street
Grimes, IA 50111

Johnston City Council
6221 Merle Hay Road
Johnston, IA 50131

Ms. Roxann Basham
Black Hills Energy
P.O. Box 1400
Rapid City, SD 57709

Black Hills Energy
505 5th Avenue, Ste. 729
Des Moines, IA 50309

MidAmerican Energy Co.
P.O. Box 657
Des Moines, IA 50306-0657

MidAmerican Energy Co., c/o CT Corporation
400 E. Court Ave.
Des Moines, IA 50309

Xenia Rural Water District
23998 141st Street
Bouton, IA 50039

Mediacom Communications Corp.
1 Mediacom Way
Mediacom Park, NY 10918

Mediacom Comm. Corp., c/o CT Corporation
400 E. Court Ave.
Des Moines, IA 50309

CenturyLink Communications LLC
100 CenturyLink Drive
Monroe, LA 71203

CenturyLink Communications LLC, c/o CT Corporation
925 High Street
Des Moines, IA 50309

Hickory Tech Corporation
221 East Hickory Street
Mankato, MN 56001

Hickory Tech Corporation
666 Walnut St., Ste. 2500
Des Moines, IA 50309

Mi-Fiber
4464 114th St.
Urbandale, IA 50322

Mi-Fiber c/o Mitchell Bailey
600 NW Church St.
Leon, IA 50144

Mi-Fiber
1001 Kentucky St.
Princeton, MO 64673

Ms. Kerri Harvey
Black Hills Energy
1205 SW 37th St.
Grimes, IA 50111

Metronet
3701 Communications Way
Evansville, IN 47715

National Registered Agents Inc.
400 E. Court Ave.
Des Moines, IA 50309

Des Moines Area Regional Transit Authority
620 Cherry Street
Des Moines, IA 50309

Dallas Center Grimes CSD
2555 W. 1st St.
Grimes, IA 50111

Mr. Jake Anderson
Grimes City Administrator
101 NE Harvey St.
Grimes, IA 50111

Said copy was mailed in an envelope addressed to them at the address shown above, with postage fully paid and by depositing same in a United States Post Office depository in Des Moines, Iowa, on the 15th day of September, 2022.

Local Delivery
Honorable Tom Miller, Iowa Attorney General


Betty Hessing, Administrative Assistant

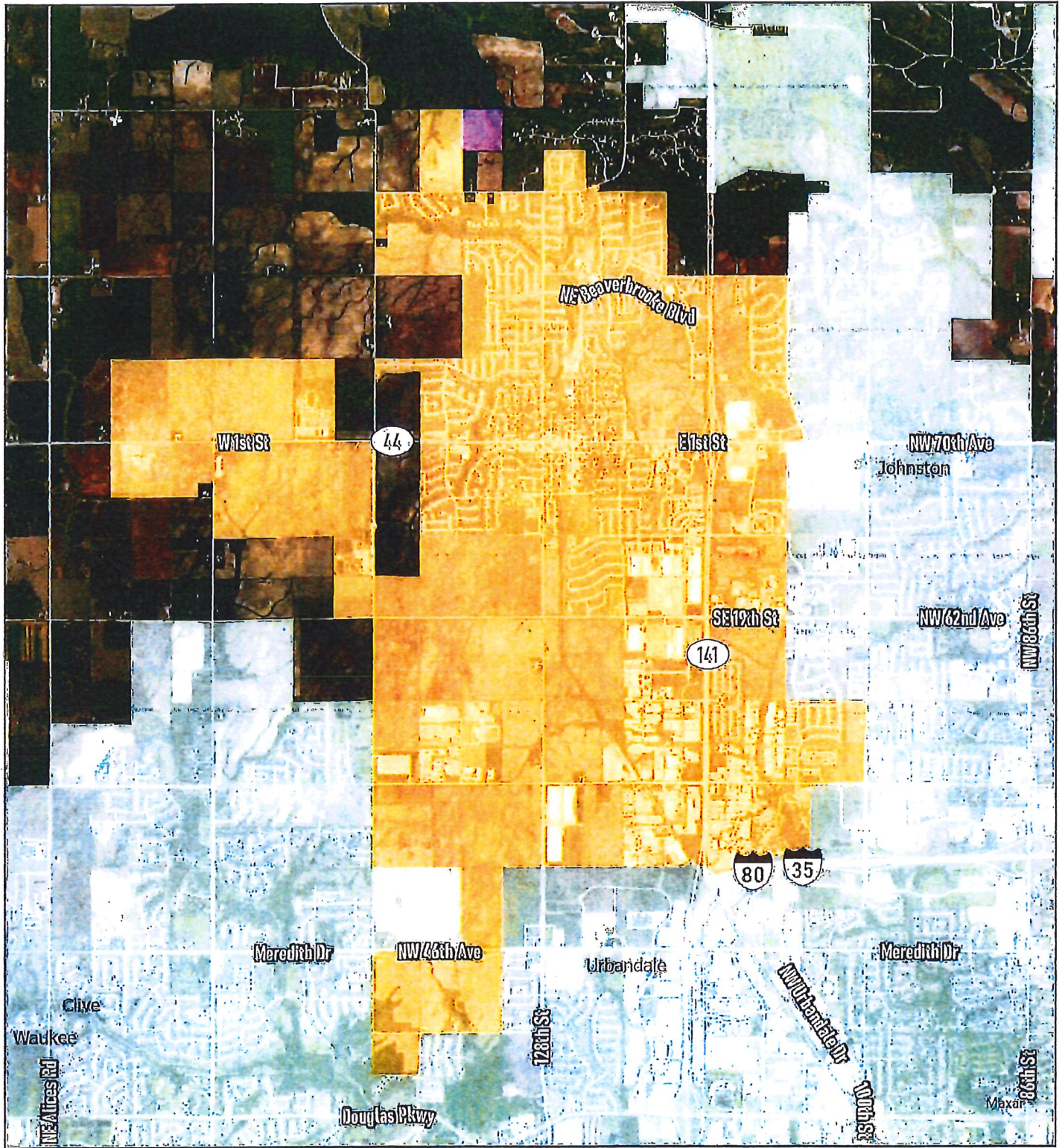
APPENDIX A
LEGAL DESCRIPTION OF TERRITORY PROPOSED TO BE
ANNEXED TO THE CITY OF GRIMES, IOWA
CDB CASE NO. UA22-33

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30,
TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
POLK COUNTY, IOWA; EXCEPT THE EAST 50 FEET THEREOF AND CONTAINING
39.16 ACRES.

The territory extends to the center line of all
Secondary roads adjacent to the above-described properties.

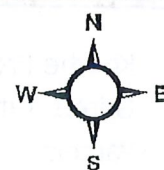
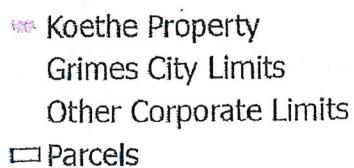
Annexation Territory

CITY OF GRIMES

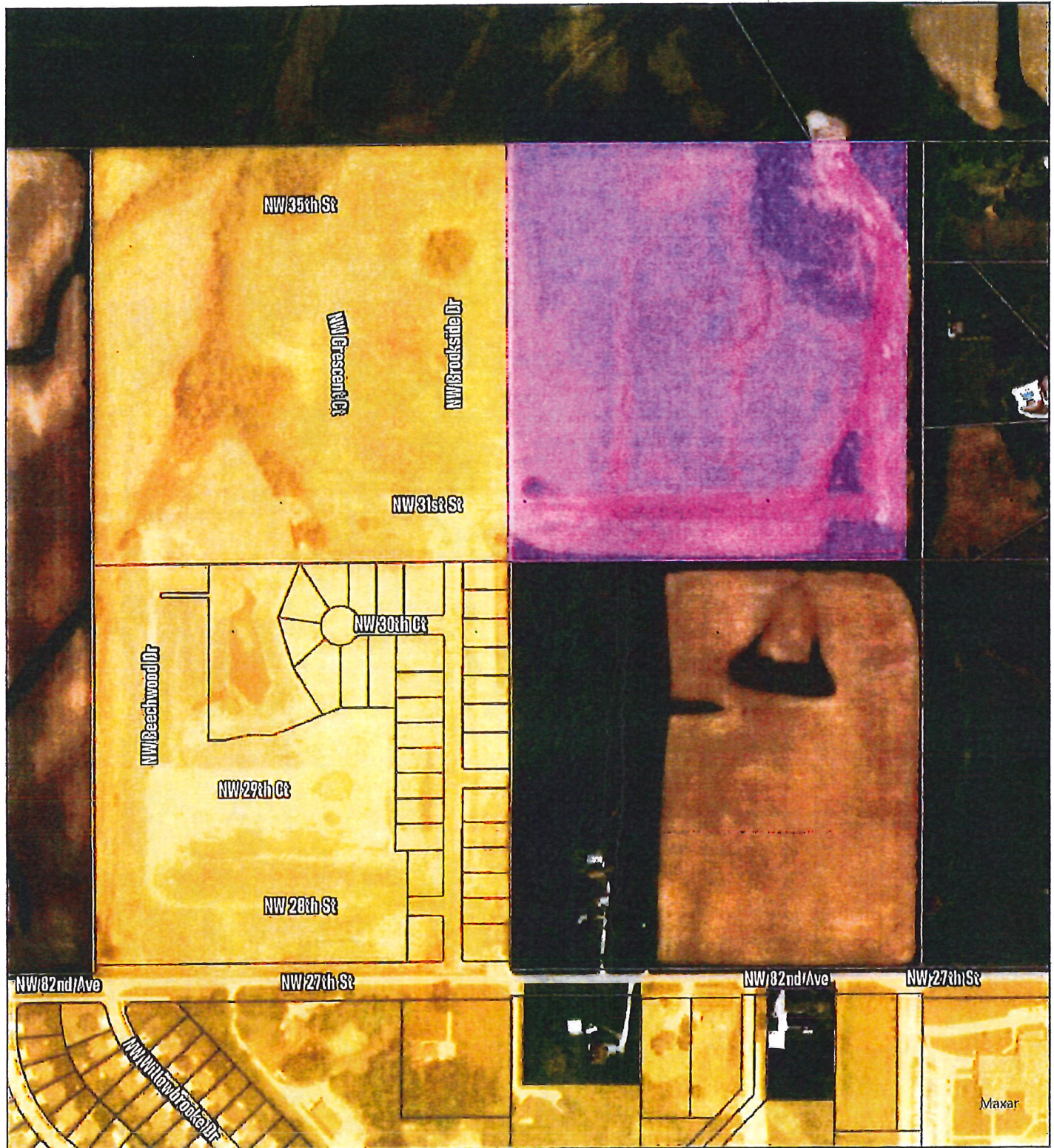


Koethe Property
Grimes City Limits
Other Corporate Limits

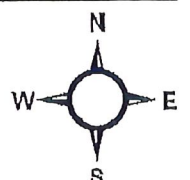
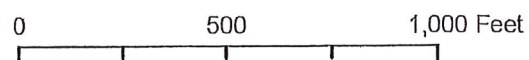


The logo for the City of Grimes, featuring the words "CITY OF" in a small, sans-serif font above the word "GRIMES" in a large, stylized, blue serif font with a textured, slightly distressed appearance.

Annexation Property

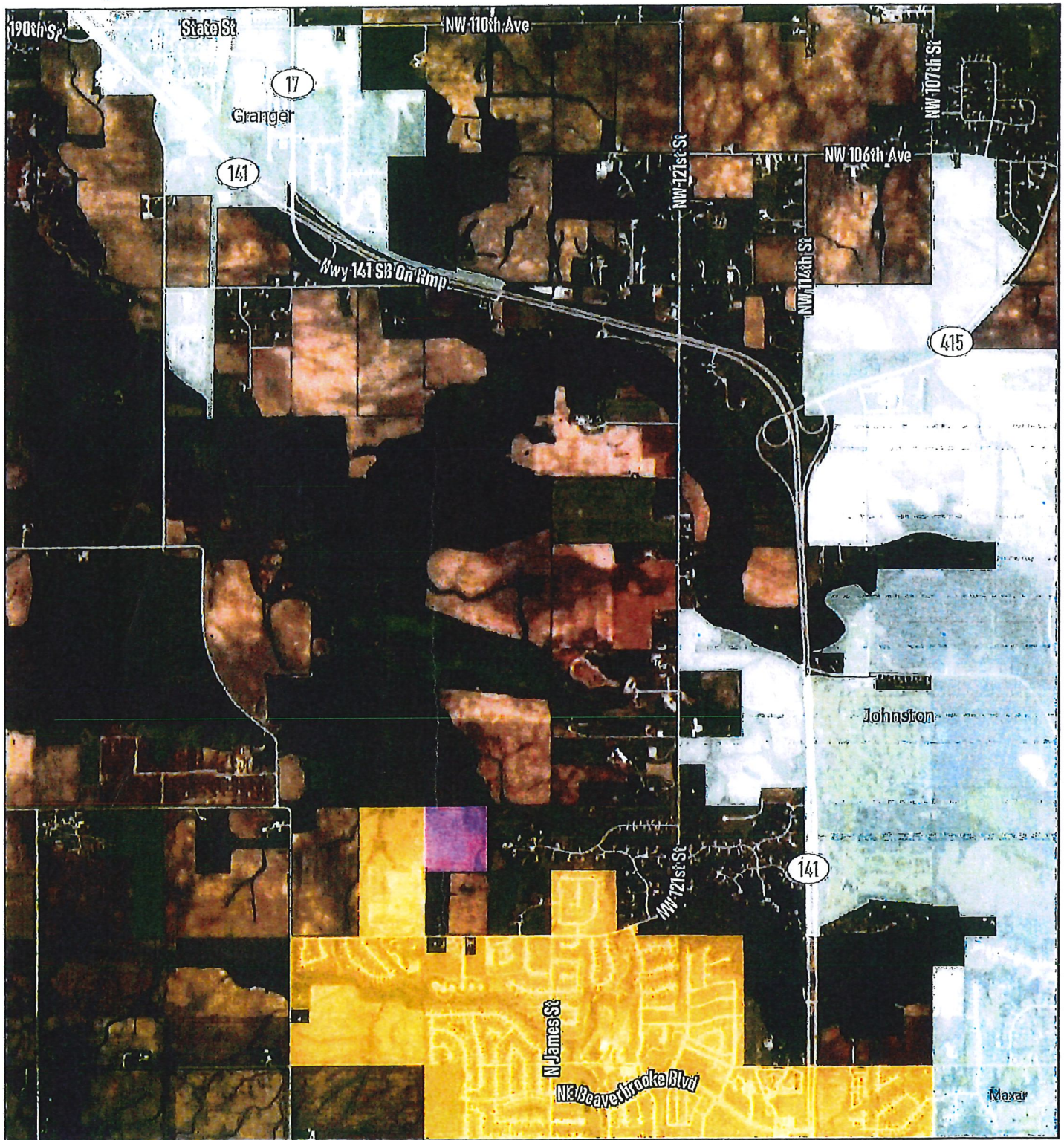
CITY OF
GRIMES

 Koethe Property
 Grimes City Limits
 Parcels



Relation to Other Corporate Limits

CITY OF
GRIMES



CITY DEVELOPMENT BOARD
STATE OF IOWA

IN THE MATTER OF THE CITY OF GRIMES	)	NO. UA22-33 / GRIMES
VOLUNTARY ANNEXATION WITHIN THE	)	
URBANIZED AREA OF THE CITIES OF	)	FILING OF WRITTEN DECISION
JOHNSTON AND GRANGER	)	

TO: Cities of Grimes, Johnston and Granger, Polk County Board of Supervisors, Polk County Attorney, Des Moines Area Metropolitan Planning Organization, Iowa Attorney General, Affected Public Utilities, and Parties of Record

You and each of you are hereby notified that the City Development Board has approved the annexation of territory to the City of Grimes under City Development Board Case File No. UA22-33.

Please find enclosed the Findings of Fact, Conclusions of Law, Determination, and Final Order by the City Development Board approving the annexation. An appeal of the Board's decision may be filed within 30-days of the date of the enclosed Order.

If no appeal is filed within 30-days of the date of this Order, the City Development Board will file with the Iowa Secretary of State and record with the Polk County Recorder to complete this annexation.

CITY DEVELOPMENT BOARD



Matt Rasmussen, Administrator
City Development Board

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Mr. Andy Loonan
Iowa Dist. Trans. Planner
1020 S. Fourth Street
Ames, IA 50010

Mr. John Sarcone
Polk Co. Attorney
222 Fifth Avenue, Polk County Justice Center
Des Moines, IA 50309

Polk Co. Bd. of Supervisors
111 Court Avenue, Rm. 300, Administration
Bldg.
Des Moines, IA 50309

Mr. Todd Ashby
DMAMPO/CIRTPA
420 Watson Powell Jr. Parkway, Suite 200
Des Moines, IA 50309

Granger City Council
1906 Main Street
Granger, IA 50109

Ms. Alecia Meuleners
Whitfield Eddy Law, Grimes City Attorney
699 Walnut Street, Ste. 2000
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Local Delivery
Honorable Tom Miller, Iowa Attorney General


Betty Hessing Administrative Assistant



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

AGENDA MEMO

Item No. X

For the Meeting of September 27, 2022

AGENDA HEADING:

Resolution approving an agreement for economic development services and a lease for space in a City facility between the City of Grimes and Grimes Chamber & Economic Development

SYNOPSIS:

The City and GCED have partnered for a long time for economic development services, to support chamber activities that benefits the business community that serves and employs our residents and for the use of City owned space to office GCED staff.

The resolution authorizes the Mayor to execute on behalf of the City agreements that formalize the working relationship and memorialize the business terms of the existing relationship.

FISCAL IMPACT:

The agreement for economic development services calls for a fee of \$210,032.00 paid in quarterly installments paid by the City to GCED in exchange for economic development services. That fee escalates by 4% per year during the 3-year term.

The lease agreement calls for GCED to pay the City \$11.00 per square foot for the space GCED utilizes in City owned space. That totals \$11,044.00 in rent payments to the City annually. That rent also increases by 4% per year during the 3-year term.

PREVIOUS COUNCIL ACTION(S):

The City Council prioritized this action during the 2021 strategic planning retreat and adopted the strategic plan (Resolution #12-1921) in December 2021.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. 09-3422

A RESOLUTION APPROVING AN AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES
AND A LEASE FOR SPACE IN A CITY FACILITY BETWEEN THE CITY OF GRIMES AND
GRIMES CHAMBER & ECONOMIC DEVELOPMENT

WHEREAS, the City of Grimes (City) and Grimes Chamber & Economic Development (GCED) have long partnered for the provision of Economic Development Services in the City of Grimes; and

WHEREAS, the City has long supported the chamber activities of GCED and finds that they improve the business community that serves and employs our residents; and

WHEREAS, GCED has long occupied space that is owned by the City; and

WHEREAS, the parties seek to formalize their working relationship in written agreements that are duly authorized by the governing bodies of each organization.

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

Section 1. The economic services agreement attached hereto as "Exhibit A" is hereby approved.

Section 2. The lease agreement attached hereto as "Exhibit B" is hereby approved.

Section 3. The Mayor is hereby authorized to execute both agreements on behalf of the City of Grimes and the City Clerk is authorized to attest.

PASSED AND APPROVED this ____ day of September, 2022.

BY:

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**AGREEMENT FOR
ECONOMIC DEVELOPMENT SERVICES**

THIS AGREEMENT entered into this ____ day of _____, 2022, by and between **CITY OF GRIMES, IOWA** (hereinafter “City”), and **GRIMES CHAMBER & ECONOMIC DEVELOPMENT** (hereinafter “GCED”).

WHEREAS, the City has determined a need for certain Economic Development Consulting Services, wishes to contract for said services, and;

WHEREAS, GCED desires to provide Economic Development Consulting Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. **Term.** This Agreement shall be for a term of three (3) years, effective July 1, 2022, and ending June 30, 2025

2. **Services to be Provided.** During the term of this Agreement, GCED shall:

- Advance action steps and initiatives as identified in the City of Grimes’ Economic Development Action Plan attached hereto as Exhibit “A”.
- Respond to Request for Proposals received from the State of Iowa, Greater Des Moines Partnership or other sources.
- Conduct business recruitment activities designed to provide new jobs and an improved tax base for the community.
- Produce materials that market and promote the community including a website (www.GrimesIowa.com) and information packets for prospective investors, developers, and businesses.
- Build mutually beneficial relationships with national, state, and regional entities engaged in economic development.
- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- Facilitate programs for business retention and expansion for existing businesses in the City.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the quality and number of jobs and/or expanding the taxable valuation of the City of Grimes.

3. **Fee and Lease of Space.** The City agrees to pay GCED an annual fee of \$210,032.00 for the services outlined in this Agreement (the "Fee") in the first year of the agreement. The agreed upon fee will increase by 4% in the second and third year of this agreement. The Fee shall be invoiced by GCED to the City of Grimes and paid in quarterly installments. The Fee is subject to and conditioned on budget appropriation from the City Council. Further, as consideration for the services rendered under this agreement the City hereby agrees to lease office space at 404 SE 2nd Street #200 in Grimes and storage space at 410 SE Main Street in Grimes subject to the lease agreement attached hereto as Exhibit "B".

4. **Notices.** Any notice required to be given under this Agreement shall be served by certified mail, postage prepaid, delivery, fax (receipt confirmed), or overnight courier.

5. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

6. **Amendments and Waivers.** Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, price, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

7. **Performance Measures.** GCED shall provide the deliverables outlined in the Scope of Work. Performance measures are included for each item and will be used to evaluate the work performed throughout the entire term of the Agreement.

8. **Scope of Work.** The Scope of Work listed below is intended to clarify roles around economic development and outline the expectations of both the City and GCED in regards to economic development in Grimes.

- A. **Business Retention and Expansion.** The City wants to ensure existing businesses thrive and remain or expand in Grimes. GCED shall solicit regular feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Grimes. GCED shall develop concepts which promote existing business.

Performance measure:

- Development of business community data
 - Existing employee information (as available) for those businesses deemed to be major employers in the community
 - Other data as reasonably requested by and coordinated with the City
- Provide access to technical assistance to existing businesses to assist

them to retain jobs and/or expand.

- Bring or organize appropriate seminars and training to Grimes, or offered within the region that would benefit Grimes-based companies.
- Maintain a heavy emphasis on existing employer relationships
- Analysis of existing businesses by utilizing information from the Secretary of State to evaluate growth, decline, establishment, or closure of existing businesses within the City of Grimes.
- Develop or recommend training & education opportunities to start-up businesses.
- Provide information on how to access available resources to entrepreneurs upon request.

- B. **Business Attraction.** GCED shall take steps necessary to ensure that Grimes is involved in pursuing prospective businesses at local, state, and national levels. In addition, GCED shall actively promote the City at the state, and national levels, particularly to companies identified in an economic development plan. GCED acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and GCED will pursue companies in the targeted sectors that meet those goals.

Performance measure:

- Conduct promotional or marketing visits annually with site selectors.
- Measure and track new businesses in Grimes in cooperation with the City's Development Services Department and utility billing personnel.
- Report on employee headcount, wages, and capital investment attributed to the 10 largest employers.
- Advise on number of business contacts made and status of pending projects.
- Maintain active website with updated content related to economic development
- Create and maintain community profile with state and regional economic development agencies.
- Attend relevant and applicable industry specific trade shows, and promote the City of Grimes, with an emphasis on local development opportunities.

- C. **Strengthen Relationship with State and Regional Economic Development Organizations.** These organizations are assets to the City's economic development efforts. They can provide additional marketing exposure for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Grimes can do to provide an attractive business package. GCED shall serve as the primary point of contact for the City for economic development related purposes.

Performance measure:

- Regular meetings with State and Regional Economic Development Organizations and other relevant organizations.
- Positive relationship with State and Regional Economic Development Organizations and appropriate communicated vision for Grimes.

D. **Market Statistics and Demographics.** The City is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Grimes.

Performance measure:

- Utilize and provide updated market, trend, and demographic analysis through current studies of Polk County, Dallas County and Grimes (as available) to inform economic development strategy

E. **Reports and Presentations to the Mayor and City Council.** GCED shall provide a written report for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Written reports as requested to Mayor and City Council.
- Presentations as requested to Mayor and City Council.
- Timely updates to Mayor and City Council on potential and ongoing projects as necessary.

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of GCED. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects GCED to show evidence of experience in conducting trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development efforts.

9. **GCED Governance.** In recognition of the City's substantial contribution specified in Section 3, GCED agrees to make the Grimes Mayor, or a City Council member designated by the mayor, and the City Administrator, or his designee, ex-officio members of the GCED Board of Directors with all the rights, privileges, honors, and responsibilities pertaining thereto.

10. **Chamber Support.** The parties agree that the Fee specified in Section 3 and as scheduled in "Exhibit A" includes support of various Chamber activities that enhance the business environment in Grimes including but not limited to the City's annual chamber dues, sponsorship of two (2) tables at the GCED annual dinner, inclusion at other Chamber activities including a standard 10' booth at Governors Days, a standard booth at the eXpo, two (2) seats at each monthly lunch and learn event, seven (7) seats at the annual First Responders Appreciation Luncheon, and two (2) Corporate Teams at the annual Grimes Chamber & Economic Development Golf Outing.

11. Grimes Leadership Academy. GCED agrees to undertake an initiative to establish a community-based leadership academy that will assist the City in developing and educating qualified individuals to effectively participate in the community's civic discourse. The City's contribution to support this effort is included in the Fee specified in Section 3 and as scheduled in "Exhibit A". The parties agree that the first year's contribution is to support the program's development. Thereafter the City shall increase its contribution by 4% as a program sponsor in the years that the academy continues.

12. Tourism Promotion. GCED agrees to promote tourism opportunities within the City of Grimes by maintaining a website and otherwise purchasing advertisements that highlight community destinations and venues that bring visitors to Grimes with the goal of increasing local option sales and services tax revenue as well as hotel/motel tax revenue. The parties agree that these services are included in the Fee specified in Section 3 and as scheduled in "Exhibit A" and shall increase by 4% annually.

13. Community Celebrations. GCED agrees to organize at least one (1) major community celebration or festival (i.e., Governors Days) that enhances the quality of life in Grimes. The City agrees to provide the Fee specified in section 3 and as scheduled in "Exhibit A" along with the necessary open space and in-kind support (i.e. electricity, sanitation, restrooms, etc.) from the various City Departments to support the event. The parties further agree to coordinate and make reasonable efforts to expand community celebrations and/or festivals in Grimes subject to those events being funded separately from this agreement.

GCED agrees to organize an annual community fireworks display, funding of which is not incorporated into this agreement, but determined annually, based upon current pricing of available supplies, and the requested scope of the event.

14. Termination. Either party may terminate this agreement for any or no reason upon giving 12 months written notice to the other party. The provisions of this agreement related to Economic Development Services as outlined in Sections 2, 7, and 8, along with the associated cost of providing Economic Development Services as scheduled in "Exhibit A" attached hereto, may be terminated by the City without 12 months written notice in the event there is a vacancy in the President/CEO position at GCED. Notice shall be given as follows: If to the City: By regular US mail to the City Administrator, 101 NE Harvey Street, Grimes, Iowa, 50111. If to the GCED, to the President/CEO, 404 SE 2nd Street, Suite 200, Grimes, Iowa, 50111. Termination of the agreement should strive to coincide with GCED fiscal year end, which is December 31st of any given year.

15. Independent Contractor Indemnification. The parties to this Agreement agree that GCED is an independent contractor and shall not, under any circumstances, be deemed an employee of the City. GCED and the City agree to indemnify, defend, and hold harmless each other, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Contract, or of whatever nature, made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this Contract.

16. Indemnification. GCED and the City shall abide by all federal, state and local

laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this Agreement, and agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances. The City agrees to also indemnify, defend and hold harmless GCED, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances.

17. **Workers’ Compensation Insurance.** GCED shall provide any workers’ compensation insurance for its employees as required by State law.

18. **Equal Employment Opportunity.** This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. GCED shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.

19. **Conflicts of Interest.** GCED agrees that no employee of GCED, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with GCED.

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

Grimes Chamber & Economic Development

City of Grimes

BY: _____
Ryleah Cross, Board Chair

BY: _____
Scott Mikkelsen, Mayor

BY: _____
Brian Buethe, President | CEO

ATTEST: _____
Rochelle Williams, City Clerk

"Exhibit A"

Agreement for Economic Development Services

Service	Year 1	Year 2	Year 3
Economic Development Services	\$ 145,000.00	\$ 150,800.00	\$ 156,832.00
Chamber Support	\$ 21,719.00	\$ 22,587.76	\$ 23,491.27
Grimes Leadership Academy	\$ 7,500.00	\$ 7,800.00	\$ 8,112.00
Tourism Promotion	\$ 19,100.00	\$ 19,864.00	\$ 20,658.56
Community Celebrations	\$ 16,713.00	\$ 17,381.52	\$ 18,076.78
Total	\$ 210,032.00	\$ 218,433.28	\$ 227,170.61
		104%	104%

LEASE AGREEMENT

BY and BETWEEN THE CITY OF GRIMES, IOWA and GRIMES CHAMBER AND ECONOMIC DEVELOPMENT

This Lease Agreement ("AGREEMENT") is entered into this ____ day of _____, 2022, by and between the CITY OF GRIMES IOWA ("CITY" or "PARTY") and GRIMES CHAMBER AND ECONOMIC DEVELOPMENT ("GCED" or "PARTY") (collectively "PARTIES").

- A. The CITY is the owner of the real property and improvements located at 404 SE 2nd Avenue, Grimes, Iowa and 401 SE Main Street, Grimes, Iowa 50111 (collectively, the "FACILITIES"); and
- B. The CITY, and their respective citizens, will mutually benefit from the provision of programs and services associated with GCED; and
- C. The CITY and GCED desire to enter into an agreement for the use of the FACILITIES as the site for the provision of the programs and services associated with a Chamber and Economic Development operation.

NOW, THEREFORE, consideration of the promises and mutual agreements set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the CITY and GCED agree as follows:

1. LEASE SPACE

In consideration of the rents, covenants, and agreement to be performed by GCED, the CITY demises and leases to GCED, and GCED rents from the CITY, the premises located at 404 SE 2nd Avenue, Suite #200, Grimes, Iowa and the storage closet located at 410 SE Main Street, Room #402, Grimes, Iowa (collectively, the "LEASE SPACE").

GCED shall further have the non-exclusive right to use, in common with others, the parking areas, restrooms, driveways, sidewalks, and other landscaped areas of the FACILITIES, subject to the terms of this Agreement and any reasonable rules or regulations adopted by the CITY.

2. PREMISES AND RENTAL ~~AND DEPOSIT~~ PAYMENTS

GCED will have the sole use of 404 SE 2nd Street, Suite #200 in the LEASE SPACE, which for purposes of this Agreement is equal to 900 rentable square feet. GCED will also have sole use of a storage closet at the Grimes Community Complex room #402 located at 410 SE Main Street, Grimes, Iowa which is equal to 104 rentable square feet. Rent shall be charged at an annual rate of \$11.00 per square foot, for a total of \$11,044.00 per year (1004 total rentable square feet), payable to the CITY by delivery to the Grimes City Clerk at the start of the lease agreement and each year on the anniversary of the lease agreement. In addition, the rent shall increase by an additional 4% each year of the lease term beginning with the year commencing July 1, 2023.

3. TERM

The term of this Agreement shall be three years, commencing on July 1, 2022 continuing in effect and expiring on June 30, 2025, unless otherwise extended or amended by agreement of the parties ("TERM"). The GCED shall not occupy any portion of the LEASE SPACE beyond the termination or expiration of this Agreement, and any holdover by the GCED shall not cause the Agreement to automatically renew unless expressly permitted in a separate written agreement between GCED and the City of Grimes.

4. ADMINISTRATION

This AGREEMENT will be administered by the CITY'S City Administrator or designee and GCED'S President/CEO or designee.

5. OWNERSHIP

The FACILITIES is and will at all times be owned by the CITY. GCED shall be responsible for providing furnishings, signage, and all personal property and supplies necessary for operation of GCED'S programs and services.

6. ALTERATIONS AND CONDITION

GCED accepts the LEASE SPACE in as-is-condition, and the parties agree that the CITY is not required to make any improvements thereto. Except as provided elsewhere in this Agreement, GCED shall not make any alterations or improvements, or install any equipment or fixtures in the LEASE SPACE or FACILITIES without the prior consent of the CITY.

7. USE OF FACILITIES

- a. The CITY shall provide GCED sole use, control and possession of the LEASE SPACE. The PARTIES acknowledge and understand that the FACILITIES are used by other tenants and are open to the public during regular business hours. GCED shall be responsible for securing the LEASE SPACE, and the CITY shall not be liable for any

theft or damage to the LEASE SPACE or GCED's property resulting from a failure to lock or secure the LEASE SPACE.

- b. GCED shall have the right to staff the LEASE SPACE to provide those programs and activities that are traditionally associated with a Chamber and Economic Development organization.
- c. Upon CITY approval, GCED shall have the right to use appropriate signs bearing GCED's identification and other appropriate logos on the exterior of and within the FACILITIES.
- d. GCED shall not use the LEASE SPACE or improvements in any way which would adversely affect the value or character of the CITY or the FACILITIES, nor violate the ordinances, rules or regulations of the CITY.

8. DUTIES OF THE CITY

- a. The CITY shall be responsible for the maintenance and upkeep of the building envelope and mechanical, fire extinguishers, electrical, and plumbing systems of the FACILITIES. GCED shall promptly notify the CITY of any maintenance concerns regarding the LEASE SPACE or FACILITIES.
- b. The City shall be responsible for snow removal and payment of electrical, natural gas and water bills at the FACILITIES.

9. DUTIES OF GCED

- a. GCED shall be solely responsible for providing and maintaining repair and safety of GCED office equipment, tables and chairs, and any other supplies necessary for its operations.

GCED shall be solely responsible for regular sweeping, mopping floors, removal of garbage and debris and overall cleanliness, repair and safety of the area and environment within the LEASE SPACE.

10. COMPLIANCE WITH THE LAW

GCED shall comply with all ordinances of the CITY and obtain all licenses or permits which may be required for the conduct of business within the terms of this AGREEMENT, or which may be required for the making of repairs or improvements to the LEASE SPACE for its specific operations.

11. INSURANCE

- a. Pursuant to Chapter 670 of the Code of Iowa, the CITY and GCED shall each be responsible for the cost of their own liability insurance associated with the operation of the FACILITIES. Each PARTY shall carry insurance for the coverage as specified in **APPENDIX A**. Any liability policy shall be endorsed to preserve governmental immunities afforded by Iowa Code Chapter 670 to CITY. Nothing in this agreement shall be considered a waiver of the governmental immunities possessed by the CITY under Iowa law.
- b. Mutual Waiver of Subrogation: To the extent permitted by law, the CITY and GCED hereby release the other, including their elected and appointed officials, employees, agents and volunteers and others working on their behalf, from and against any and all liability or responsibility to the other or anyone claiming through or under the other by way of subrogation or otherwise, for any loss or damage to property, bodily injury or occupational injury, caused by fire or any other casualty.

12. TERMINATION OF AGREEMENT

This Agreement shall terminate upon expiration of the TERM. This Agreement may also be terminated prior to expiration of the TERM, as follows:

- a. By mutual AGREEMENT of the PARTIES and pursuant to a thirty (30) day written termination AGREEMENT.
- b. By convenience by either PARTY with ninety (90) written notice of termination served on the other PARTY pursuant to the requirements of section 15 of the AGREEMENT.
- c. If either PARTY determines the other is in default, it shall mail a notice to the other party stating the particulars of the default and offering a reasonable opportunity to cure of at least 30 days. If, after receipt of notice of default pursuant to this subsection (c), the PARTY fails to cure the default during the period specified in the notice, the PARTY sending the notice may elect to terminate this AGREEMENT. In the case of termination by the CITY, the CITY may immediately upon termination repossess the LEASE SPACE, and shall not be required to return, refund or otherwise pay GCED any amounts previously paid to the CITY pursuant to this Agreement, which shall be retained by the CITY as liquidated damages and not as a penalty.

13. OWNERSHIP/DISPOSITION AT TERMINATION

Upon expiration or termination of this Agreement, the CITY will retain sole ownership of the FACILITIES. Upon termination of this Agreement, GCED shall retain sole ownership of all personal property, equipment, supplies, and furnishings that it has caused to be placed in the FACILITIES.

14. ASSIGNMENT

Neither the CITY nor GCED shall assign its interest or obligations under this Agreement without the prior written consent of the other PARTY.

15. NOTICES

Notices as provided for in this AGREEMENT to the CITY shall be deemed sufficient if sent by certified mail with return receipt requested to the City of Grimes, Attention: Grimes City Administrator, Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

Notices as provided for in this AGREEMENT to GCED shall be deemed sufficient if sent by certified mail with return receipt requested to Brian Buehe President | CEO of Grimes Chamber and Economic Development, 404 SE 2nd Street, Suite 200, Grimes Iowa 50111. All notices shall be deemed given on the day of receipt.

16. INDEMNITY AGREEMENT

GCED agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any liability for personal injuries or property damage caused to any third persons as the result of the negligent or intentional actions of any GCED officer or employee in the utilization of the LEASE SPACE or FACILITIES.

17. ENTIRE AGREEMENT

This AGREEMENT, including attachments hereto and by this reference incorporated herein, constitutes the entire understanding between the PARTIES and cannot be modified or terminated orally, but only by agreement in writing signed by both PARTIES.

18. OTHER

If any provision of this AGREEMENT be declared invalid or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. In addition, the PARTIES' representatives below state that their respective organizations have had a chance to review the terms of this agreement, understand them, and the signatories affirm that they have the authority of their respective organization to execute this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES to this AGREEMENT have hereunto set their hands on this day and year as first above written.

GRIMES CHAMBER AND ECONOMIC
DEVELOPMENT

Ryleah Cross
2022 Board Chairperson
Grimes Chamber and Economic Development

STATE OF IOWA)
POLK) ss:

GRIMES CHAMBER AND ECONOMIC DEVELOPMENT

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian Bueth, to me personally known, as the President | CEO of Grimes Chamber and Economic Development that the instrument was signed on behalf of the corporation.

Notary Public in the State of Iowa

CITY OF GRIMES, IOWA

Scott Mikkelsen
Mayor

STATE OF IOWA)
POLK) ss:

THE CITY OF GRIMES

On this ____ day of _____ 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen, to me personally known, who being by me duly sworn, did say that he is the Mayor of City of Grimes; and that he acknowledged the execution of the instrument to be duly authorized by the Grimes City Council.

Notary Public in the State of Iowa

APPENDIX A
INSURANCE REQUIREMENTS FOR FACILITIES

1. **PROPERTY INSURANCE.** GCED shall insure or pay for the cost of insuring the LEASE SPACE for the full insurable replacement value, which shall be subject to CITY'S approval. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). The CITY and GCED waive all rights of recovery against each other, including any insurance subrogation rights. This policy shall be endorsed to name the CITY as the insured party.
2. **LIABILITY INSURANCE.** GCED shall obtain commercial general liability insurance with coverage of at least \$1,000,000 each occurrence and \$5,000,000 annual aggregate. The policy shall include liability arising from LEASE SPACE operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the CITY an additional insured party, and shall include an endorsement that states that the governmental immunities of Iowa law have not been waived as provided by Section 11(a) of the Lease Agreement.
3. **CERTIFICATE OF INSURANCE.** Prior to the time the Lease takes effect, the GCED shall provide the CITY with a certificate of insurance verifying the above-described insurance coverage. The certificate shall include a statement that 30 days prior written notice of cancellation or material change to the policy or insurance shall be given to CITY. A renewal certificate shall be provided to the CITY prior to expiration of the current policies and in no event less than once each year on the anniversary date of the Commencement Date of this Lease. If requested by CITY's bank or lender, said bank or lender shall be added as an additional named insured party under the insurance required to be furnished by GCED under this Lease Agreement.
4. **ACTS BY GCED.** GCED shall not do or omit doing of any act, which would invalidate any insurance, or increase the insurance rates in force regarding the LEASE SPACE.
5. **RECOMMENDATIONS—IOWA INSURANCE SERVICES OFFICE.** GCED further agrees to comply with recommendations of the Iowa Insurance Services Office and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said LEASE SPACE and on the building of which said LEASE SPACE are a part, due to increased risks or hazards resulting from GCED'S use of the Premises otherwise than as herein contemplated and agreed.
6. **LIABILITY FOR DAMAGE.** Each party shall be liable for indemnity to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived as described herein.



AGENDA MEMO

For Meeting of 9.27.22

AGENDA HEADING:

Presentation on status of 2022 Strategic Plan

SYNOPSIS:

Ahead of our annual strategic planning process, staff wanted to provide a quick presentation concerning the status of the current year's plan as well as some initial thoughts looking forward to 2023.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Council approved the current year's strategic plan and action agenda at the December 14, 2021 City Council meeting.

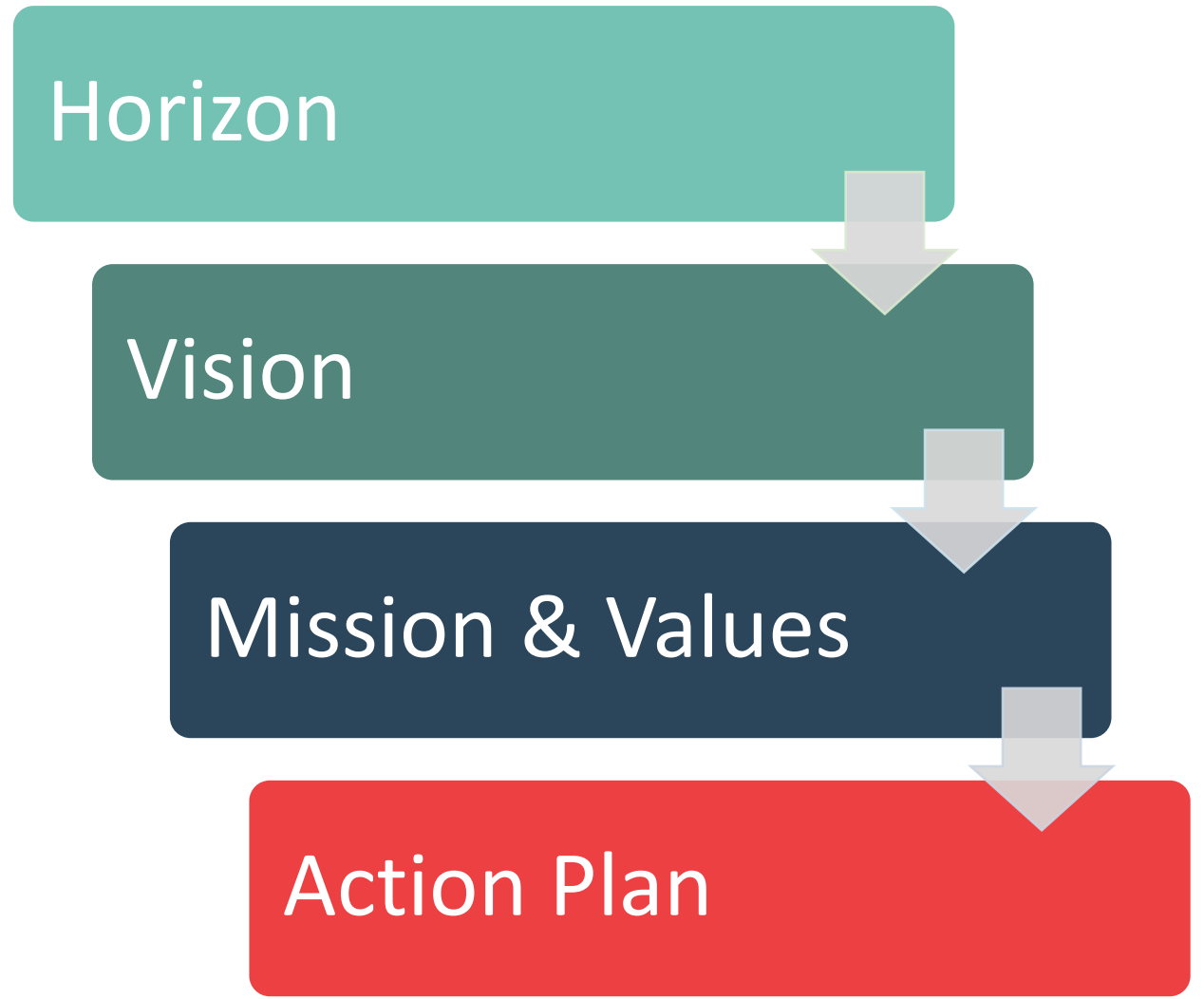
BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Receive and file.

Grimes Strategic Planning



Goals

01

HIGH PERFORMING
ORGANIZATION
PROVIDING
PROFESSIONAL
EXCEPTIONAL
SERVICES

02

GREAT PLACE TO LIVE
THROUGH EXPANDED
QUALITY OF LIFE
AMENITIES

03

DYNAMIC TOWN
WITH A STRONG
SENSE OF
COMMUNITY

04

MORE BEAUTIFUL,
VIBRANT
COMMUNITY

HIGH PERFORMING ORGANIZATION PROVIDING EXCEPTIONAL CITY SERVICES

Budget & Tax Rate	City Strategic Communication	Capital Improvement Plan	Debt Service Levy	Economic Development Contract	WRA Agreement
Water System Study	Citywide IT Upgrades	Pavement Management Study	City Cyber Security Plan	City Property Inventory	Annual City Employee Compensation
	City Staffing Plan	Five-Year Financial Plan	Fire Services Study	Facilities Master Plan	
					Completed
					Progress
					No Progress

GREAT PLACE TO LIVE THROUGH EXPANDED QUALITY OF LIFE AMENITIES

**Wallace Farms
Development**

**Local Sports
Clubs
Agreement**

**Pond
Development
-Grimes Plex**

Library Project

**Highway 44
Trail**

**Trail
Connectivity
Gap Analysis**

**Major Legacy
Park**

Completed

Progress

No Progress

DYNAMIC TOWN WITH A STRONG SENSE OF COMMUNITY

**James Street
Corridor Study**

**Street Master
Plan Scope &
Funding**

**SE 11th Extension
Final Design**

**Future Land Use
Map**

**Zoning Ordinance
Update - General
Regulation**

**Westward
Sanitary Sewer
Analysis/Plan**

**GrimesPlex: Next
Steps**

**Annexation Policy
& Strategy**

**Highway 44
Corridor Study**

Completed

Progress

No Progress

MORE BEAUTIFUL, VIBRANT COMMUNITY

**Public Art Master Plan:
Policy Review, Direction,
Funding & City Actions**

**Zoning Ordinance:
Review & Revision**

**Trail
Maintenance/Condition
Upgrade: Report,
Direction & Funding**

**Tree & Forestation
Policy & Program:
Direction & Funding**

**Tree Farm &
Greenhouse Nursery:
Concept, Location,
Direction & Funding**

Completed

Progress

No Progress

Looking Forward

01

POLICY
AGENDA

02

MANAGEMENT
AGENDA

03

MANAGEMENT
IN PROGRESS

04

MAJOR
PROJECTS

Policy Agenda

**Trail Connection to
High School**

**Fire Station Design
Work**

**Full-Time Fire
Staffing**

**Grease Interceptor
Grant Program**

**Development Of
Urban Tree Policy**

**Codifying Street
Sign Regulations**

**Governors District
Redevelopment
Plan and Strategy**

**Water Quality Soil
Amendments &
Rain Barrel
Program**

**Citywide Gateway
Study**

**Library Budget &
FFE Decision**

Policy Agenda, cont.

**Regional Water &
Utility Decision**

**Waterworks
Park/Existing
Library
Redevelopment**

**Operating Budget
For Arts, Culture
And Special Events**

Wallace Farm

Thorpe Planning

**Sports Complex
Maintenance
Buildings**

Fireworks Policy

Urban Agriculture

**Highway 44
Corridor Study**

**Facilities Master
Plan**

Major Legacy Park

**Fire Services
Evaluation**

Management Agenda

**Community Code
Enforcement Strategy**

**In House Engineering
Inspection Services
Model**

**Wastewater
Treatment Plant
Repurpose Concept**

**Network
Connectivity For All
City Departments**

**Sunnyhill Cemetery
Cremation
Conversion**

**Evaluate Enterprise
Resource Planning
Software Solution**

**Agenda Management
Solution**

**Parks
Planner/Landscape
Architect**

Management In Progress

**Grimes Community
Event Brochure**

**Continued Focus On
Facility Planning**

**Development of IT
Policies**

**Develop
Recodification
Schedule**

**Engineering Services
Office Space
Expansion**

**City Wide Process
Improvements**

**Park Amenities
Standardization**

Major Projects

**Network
Replacement**

Firewall Replacement

Security Cameras

**County Line Road and
SW 19th Street Water
Main Extensions**

**Water Treatment
Plant Ground Storage
Reservoir**

**100th Street
Widening**

**SE 11th and South
James Design**