Grimes City Council Agenda

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

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

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

Grimes City Council Meeting October 25, 2022, at 5:30 pm
In Person/Zoom at Grimes Community Center,
410 SE Main Street, Grimes, Iowa

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

Join Zoom Meeting

https://us06web.zoom.us/j/3787305851?pwd=Y2xpSUU2T3IxUUpkSmFtRVlmTjIyUT09

Meeting ID: 378 730 5851
Passcode: 1234
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 OCTOBER 25, 2022, AT 5:30 PM AT GRIMES COMMUNITY CENTER

1. Call to Order
   Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda **(Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration)**
   A. Minutes from previous meetings
   B. Claims Report
   C. Resolution 10-1122 Approving the Street Finance Report
   D. Resolution 10-1222 Approving Fiscal Year 2022-2023 Transfers
   E. Resolution 10-1322 Authorizing Internal Advance for Funding of Urban Renewal Administration and Professional Support Program
   F. Resolution 10-1422 Approving Bills and Payments Over $10,000
   G. Resolution 10-1522 Annual Finance Report
   H. Resolution 10-1622 Consent and Agreement for Improvements Black Birch Homes and Design LLC – Lot 12 of Willow Hills Plat 1 – 3039 NW Brookside Drive
   I. Resolution 10-1722 Consent and Agreement for Improvements Todd Galetich – Lot 7 in Chevalia Trace Plat 2 -104 NE 24th Court
   J. Resolution 10-1822 Consent and Agreement for Improvements Lot 18 Autumn Park Plat 1- 301 NW Sunset Lane
   K. Resolution 10-1922 Consent and Agreement for Improvements Lot 32 Autumn Park Plat 3- 500 NW Autumn Park Court
   L. Resolution 10-2022 Consent and Agreement for Improvements Lot 81 Beaverbrooke Point Plat 3- 1209 NE Heritage Drive
   M. Resolution 10-2122 Consent and Agreement for Improvements Lot 5 Autumn Park West Plat 1- 1713 NW 8th Street
   N. Resolution 10-2222 ABD Renewal: 1. Kwik Star #2351- East 1st Street Class B Wine, Class C Beer, Sunday Sales 2. Kwik Start #1024 -1450 NE Gateway Dr: Class B Wine, Class C Beer, Sunday Sales 3. Casey's #3507 -951 SE Gateway Drive: Class B Wine, Class C Beer, Class E Liquor, Sunday Sales 4. Casey's #3746- 1650 NE Beaverbrooke Drive: Class B Wine, Class C Beer, Class E Liquor, Sunday Sales.
   O. Pay Requests:
      1. Pay Request #6 Graphite Construction Group for the New Grimes Public Library $504,672.34
      2. Pay Request #2 Forrest & Associates for the New Grimes Public Library $11,637.50
      3. Pay Request #4 AMC Mechanical Inc. for the New Grimes Public Library $14,620.50
      4. Pay Request #6 Van Maanen Electric Inc for the New Grimes Public Library $31,459.02
      5. Pay Request #4 Redbud Landscaping, LLC- Kennybrook Wetland (Landscaping) $2,959.25
      6. Pay Request #1 Van Maanen Electric, Inc - County Line Road Traffic Improvements $17,871.46
      7. Pay request # 2 Halbrook- Jacob Street Reconstruction $200,669.45
   P. Change Orders:
      1. Change Order #1 Halbrook Excavating- SE Jacob Reconstruction and Storm Sewer increasing contract $13,940.00
   Q. Professional Services Pay Applications:
      1. Pay Request #8 The Weitz Company, LLC for the New Grimes Public Library $63,119.03
      2. Whitfield & Eddy Law – Legal Fees $15,090.50
      3. Pay Request #12 ISG Waterworks Park Splash Pad $4,879.38

4. Pay Request #32 McClure Engineering Company -RO Water Treatment Plant Phase 1 $2,720.00
5. Pay Request #2 McClure Engineering Company -Phase 1AWater System Improvement $69,899.99
6. Pay Request #4 McClure Engineering Company – Grimes Lime Softening Water Treatment Plant CIP Planning & Improvements $6,095.00
7. Pay Request #1 Snyder & Associates, Inc -Traffic Impact Analysis Fagen Development/Surrounding Area - $38,000.00
8. Pay Request #6 Snyder & Associates, Inc-Traffic Signal Network Communication Project $6,327.88

R. Resolution 10-2422 Personnel Resolution
S. Resolution 10-2522 Approving the Purchase of Unified Access Control System at City Facilities
T. Resolution 10-2722 Accepting Public Improvements in Willow Hills Plat 2
U. Resolution 10-2822 Entering into Contract for Professional Services - Foth Infrastructure and Environment, LLC for Design and Bid Letting Services for Temporary Traffic Signal at S James Street and S 19th Street

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. Presentation to Mike Grove for Service to the City of Grimes on the Public Health and Safety Board
2. GrimesPlex
    a. Public Hearing on Proposed Contract Documents for the GrimesPlex
    b. Resolution 10-2922 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the GrimesPlex
3. Resolution 10-2622 Entering into a Contract for Professional Services- Discmania for Development of 18-hole Multigolf Park

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday, October 11, 2022

The regular City Council Meeting was held as an in-person meeting with Zoom available. The meeting was called to order by Mayor Scott Mikkelsen, October 11, 2022, at 5:31 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.
Moved by Johansen, Second by Borcherding, to approve the agenda
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

CONSENT AGENDA

A. Minutes from previous meeting B. Claims Report $6,061,687.02 C. Resolution 10-0122 Approving Bill and Payments Over $10,000 D. Receiving and Filling of Correspondence E. Change Orders for Grimes Public Library Project Adding Alternates 4 & 6 1. Change Order #1 Midwest Automatic Fire Sprinkler Company increasing contract $840.00 2. Change Order #1 Forman Ford Glass Company increasing contract $3,575.00 3. Change Order #1 Ideal Floors Incorporated increasing contract $2,200.00 4. Change Order #1 AMC Mechanical Group increasing contract $4,285.00 5. Change Order #1 Performance Contracting Inc increasing contract $13,700.00 6. Change Order #1 Van Maanen Electric, Inc increasing contract $27,500.15 7. Change Order #2 Graphite increasing contract $40,245.50 F. Pay Requests: 1. Pay Request #2 S.M. Hentges & Sons, Inc for WRA Grimes Connector – Contract 2 $35,134.33 2. Pay Request #7 S.J. Louis Construction, Inc for WRA Grime Connector-Contract 1 $1,680,563.57 3. Pay Request #7 Shank Constructors, Inc for WRA Grime Connector – Contract 4 $420,971.27 4. Pay Request #3 Rognes Corporation for WRA Grimes Connector – Contract 3 $1,374,592.05 5. Library Pay Request Summary: 5.a. Pay Request #5 Graphite Construction for the New Grimes Public Library $$174,667.91 5.b. Pay Request #3 Forman Ford for the New Grimes Public Library $114,000.00 5.c. Pay Request #5 Van Maanen Electric, Inc for the New Grimes Public Library $39,790.97 5.d. Pay Request #1 Nehring Construction, Inc for the New Grime Public Library $82,218.22 5.e. Pay Request #3 to AMC Mechanical Inc for the New Grimes Public Library $242,520.60 5.f. Pay Request #7 to Weitz Company, LLC for the New Grimes Public Library $73,469.41 G. Professional Services Payments:1. Pay Request #30 Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements $7,675.00 2. Pay Request #46 to Veenstra & Kimm, Inc for the WRA Connector $71,397.76 3. Pay Request #1 Foth Infrastructure & Environment, LLC for SE 11th Street & S James Street $49,535.72 4. Christensen Development LLC- Consulting for New Grimes Public Library $10,000 5. Denman & Company-Audit services for fiscal year ended June 30, 2022, $8,000 6. ISG for Hwy 44 Trail Action Plan $995.00 7. Invision for Library Construction Administration $7,802.99 8. Sports Facilities Development Services Agreement $25,000 9. Nilles Associates for MS4 Permit Management and Owner SWPPP Inspection Services $5,270.00 10. Allender Butzke Engineers, Inc for Special Inspections at New Grimes Public Library $4,081.89 H. Professional Services Agreements: 1. Resolution 10-0222 To Enter into A Contract for Professional Services with Confluence for Phase 1 Landscape Services for the Wallace Farm Park Project 2. Resolution 10-0322 To

Enter into Contract for Professional Service with Nilles Associates, Inc for Land Surveying Services for Trail and Park Improvements 3. Resolution 10-0422 To Amend Contract for Professional Services with Civil Design Advantage for Site Plan Services for the GrimesPlex I. Resolution 10-0522 Approving Memorandum of Agreement with the Firefighters Collective Bargaining Unit J. Resolution 10-0622 Approving Memorandum of Understand – NE Destination Drive Extension, Mid-American Energy Property K. Resolution 10-0722 Setting Date for Public Hearing on Urban Renewal Plan Amendment – Signature Development L. Resolution 10-0822 Approving Personnel Transaction M. Resolution 10-0922 Approving a Real Estate Gift Agreement of Heritage Park from Heritage at Grimes, LLC N. Resolution 10-1022 Approving Fund Dispersal for GrimesPlex Donation Alliance Construction Group Payment #2 - $863,447.94 O. Community Planning Month Proclamation P. Finance Report for September
Motion by Gisch, Second by DePhillips to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 4 - 0

Council Member Ryan Burger joins the meeting at 5:33 p.m.

PUBLIC FORUM
Terri Golightly, 1810 NE Heritage, addressed Council with concerns

PUBLIC AND COUNCIL AGENDA ITEMS

1. Brookside Village- Preliminary Plat
Alex Pfaltzgraff, Development Services Director, advised the Council that the applicant is requesting approval of a preliminary plat for Brookside Village Plat 1 to allow for the future subdivision of the 31.64 acres property. Pfaltzgraff stated that this property is located east of Highway 141 and south of where NE Beaverbrook will be extended as well as NE Destination Drive. He said the current zoning is a combination of R-3 Medium and PUD. Pfaltzgraff stated there will ultimately be 8 lots for development, 6 for commercial use, and 2 for residential. Council Member Gisch asked about traffic flows in the area. Pfaltzgraff said a traffic impact study had been performed to ensure the roadway would accommodate the projected traffic flows in that area. Pfaltzgraff said Planning and Zoning Commission had reviewed the project and recommended approval at the October 4, 2022 meeting.
Motion by Johansen, Second by Burger, to approve the Brookside Village Preliminary Plat.
Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

2. Rock Creek Preliminary Plat 1
Alex Pfaltzgraff, Development Services Director, stated the applicant is requesting approval of a preliminary plat to allow for future subdivision for the 26.69-acre property located at the NW corner of NW 100th Street and SE 37th Street. Pfaltzgraff said the preliminary plat consists of two lots and two outlots. He said this property is within the C-2 zoning district and the Transportation Corridor Mixed Use Development Overlay District. Pfaltzgraff noted that the outlot to the north of the property will be dedicated to the City to expand a future disk golf site and trails. Pfaltzgraff said the plans have been reviewed by both staff and the Planning and Zoning Commission, which recommended approval at their meeting on September 22, 2022.
Motion by Johansen, Second by Borcherding, to approve the Rock Creek Preliminary Plat 1.
Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

3. Rock Creek Building- Site Plan
Alex Pfaltzgraff, Development Services Director said the applicant is requesting an approval of a site plan for a 58,580 square foot surgery center and medical campus. He said the site will be accessed from

multiple locations off SE 37th Street, NW 100th Street and SE 35 Street. Pfaltzgraff said in addition to the building, a new roadway connection will be constructed to connect SE Keystone Drive to NW 100th Street. Pfaltzgraff stated the Planning and Zoning Commission along with staff would recommend approval of the site plan for Rock Creek Building 1, subject to any remaining staff comments.
Motion by Johansen, Second by Gisch, to approve the Rock Creek Building Site Plan.
Roll Call: Ayes: All; Nays: None Motion passes 5 – 0

4. Ordinance 771 Adopting New Dog and Cat Licensing and Control of Dogs
City Administrator Jake Anderson advised the Council that this Ordinance updates the current Ordinance to align with Polk County language about animal control and impoundment practices and procedures.

Mayor Mikkelsen opened the Public Hearing at 6:03 p.m. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 6:04 p.m.

Motion by Gisch, Second by Burger, to Approve the First Reading of Ordinance 771 Adopting New Dog and Cat Licensing, and Control of Dogs.
Roll Call: Ayes: All; Nays: None Motion passes 5 -0

Council Member Gisch stated that since this ordinance was just aligning our city code with Polk County he was comfortable moving it on to adoption.
Motion by Gisch, Second by Borcherding, to waive the Second and Third Readings of Ordinance 771 Adopting New Dog and Cat Licensing, and Control of Dogs.
Roll Call: Ayes: All; Nays: None Motion passes 5 -0

Motion by Gisch, Second by Borcherding, to Approve Final Passage of Ordinance 771 Adopting New Dog and Cat Licensing, and Control of Dogs.
Roll Call: Ayes: All; Nays: None Motion passes 5 -0

ADJOURN
There being no further business.
Motion by Johansen, Second by Borcherding, to adjourn the meeting at 6:05 p.m.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

CITY COUNCIL MEETING
Tuesday October 18, 2022

The City Council held Strategic Planning session on October 18,2022 beginning at 9:00 am at the Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa.

ROLL CALL

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

AGENDA ITEMS

A. Strategic Planning

Lyle Sumek of Lyle Sumek Associates facilitated the session to review the goals for the city. The planning session completed for the day at 4:30 pm.

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

CITY COUNCIL MEETING
Tuesday October 20, 2022

The City Council held Strategic Planning session on October 20,2022 beginning at 9:00 am at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa.

ROLL CALL

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

AGENDA ITEMS

A. Strategic Planning

Lyle Sumek of Lyle Sumek Associates facilitated the session to review the goals for the city. The planning session completed for the day at 1:00 pm.

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

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

CITY COUNCIL COMMUNICATION

AGENDA ITEM: Claims Report

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

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

CITY OF GRIMES CLAIMS 10/25/22

IMPACT7G	PROFESSIONAL SERVICES GRANT	1,080.00
D&K PRODUCTS	FIELD/FOUL LINE PAINT	516.50
A KINGS THRONE LLC	PORTABLE RESTROOM MAINTENANCE	662.70
AIA CORPORATION	FIRE DUTY UNIFORMS/BOOTS	375.97
BAKER & TAYLOR	MATERIALS - LIBRARY	942.54
BLACK HILLS ENERGY	GAS	40.66
COMMERCIAL APPRAISERS OF IA	1147 SE 25TH ST APPRAISAL	3,300.00
SHADRAN INDUSTRIAL	CITY HALL CLEANING - JULY/AUGUST 22	1,453.34
BOMGAARS	SUPPLIES AND TOOLS - ALL DEPTS	703.56
CITY OF URBANDALE	SALT STORAGE FAC MAINT FEE 22	1,440.00
CITY OF DES MOINES	WRA NOVEMBER 2022	136,214.08
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
FAREWAY STORES, INC.	EMP APPRECIATION/STRATEGIC PLAN	499.79
FINISH LINE AUTO WORKS	ENGINEER 2021 DURANGO OIL CHANGE	57.44
HACH COMPANY	AMMONIA ANALYZER FOR WW	149.55
HY-VEE	FESTIVAL CANDY/FUNERAL FLOWERS	204.93
HAWKINS INC.	CHLORINE/ANTISCALANT FOR W PLANT	18,207.03
RELIANT GASES, LTD	BULK CO2	1,220.75
IOWA DEPT OF REVENUE	STATE TAXES	17,100.00
INTEGRATEDPRINT SOLUTIONS	PRINT & MAIL PW QUESTIONNAIRE	638.20
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISH SERVICE/TEST	322.20
IPERS	IPERS- REGULAR	65,231.01
IOWA STORMWATER EDUCATION	DANIELS, GUTHRIE CONF REGISTRATION	250.00
KLINE ELECTRIC INC	REPAIR TRAIL LIGHT	285.90
LEAF	COPIER CONTRACT P&R	87.72
LIBERTY READY MIX	CONCRETE FOR STREET MAINTENANCE	3,100.00
LOGAN CONTRACTORS SUPPLY	REPAIR PULL BEHIND COMPRESSOR	749.37
LOGOED APPAREL & PROMOTION	DS CLOTHING ORDER	982.23
MAIL SERVICES	MONTHLY STMTS/DISCONNECT LETTERS	3,383.00
MEDIACOM	INTERNET PW & GCC	454.53
MIDAMERICAN ENERGY	ELECTRIC	502.69
MISSISSIPPI LIME CO.	QUICKLIME	5,904.00
O'HALLORAN INTERNATIONAL	GEOTAB SOFTWARE	859.75
O'REILLY AUTO PARTS	VEHICLE OIL CHANGE SUPPLIES	163.75
OFFICE DEPOT	OFFICE SUPPLIES	929.45
ONESOURCE BACKGROUND CHECKS	BACKGROUND CHECKS - LIBRARY	80.00
TRUE VALUE	PROPANE, SUPPLIES FOR FIRE & WATER	154.28
GRIMES TIRE & AUTO	TIRE REPAIR	25.23
SUNBELT RENTALS	EQUIPMENT RENTAL	107.50
SNYDER & ASSOCIATES	TRAFFIC IMPACT ANALYSIS FAGEN	44,327.88
SITEONE LANDSCAPE SUPPLY	TREE TAPE	26.00
AMAZON	MATERIALS/SUPPLIES	2,702.69
TREASURER STATE OF IOWA	UNCLAIMED PROPERTY 42-6004731	325.95
UNIQUE MANAGEMENT SERVICE	COLLECTION SERVICES - LIBRARY	46.60
UNITED CONTRACTORS, INC	BACKFILL	96.72

US WATER	SEPTEMBER 2022	76,450.63
USA BLUE BOOK	REPLACEMENT OF PH PROBE	1,594.28
VERIZON WIRELESS	CELL PHONES & HOT SPOTS	343.56
VAN MAANEN ELECTRIC, INC	GRIMES PUBLIC LIBRARY	49,330.48
VAN WALL EQUIPMENT	PART FOR P408	204.48
WEBSPEC DESIGN	DOMAIN CHANGE - LIBRARY	361.40
WHITFIELD & EDDY	LEGAL FEES	15,090.50
MERCYONE OCCUPATIONAL HEALTH	DRUG TESTING GETTYS, GREIMAN	132.00
ELM USA	DISC BUFFER - LIBRARY	25.00
CENTURY LINK	PHONE	2,291.36
GALLS, LLC	FIRE DRESS SHIRTS	9.07
GATEHOUSE MEDIA	PUBLICATIONS	859.56
ANDERSON JAKE	PER DIEM CHECK REPRINT	439.50
WILLIS JACOB A	HBI FALL AND SPRING 2022	1,000.00
EFTPS	FED/FICA TAX	51,053.70
GIBSON DENNIS	HBI FALL AND SPRING 2022-FINAL	1,000.00
MID-IOWA TOWING	TOWING OF PLOW TRUCK S208	603.00
DES MOINES ASPHALT & PAVEMENT	POTHOLE MIX	213.12
MCCLURE ENGINEERING	WATER SYS IMPROV PHASE 1A #2	78,714.99
O'HARRA, BRIAN	HBI FALL AND SPRING 2022	1,000.00
BULK TRANSPORT CO EAST	DELIVERY OF LIME	2,646.65
COPY SYSTEMS INC	FD COPIER CONTRACT & OVERAGES	98.69
KROLL, DERRICK	HBI SPRING AND FALL 2022	1,000.00
VOYA	DEFER COMP PRE TAX	3,801.92
AIG	DEFER COMP ROTH	682.50
HORACE MANN	DEFER COMP ROTH	275.00
MASSMUTUAL	DEFER COMP ROTH	1,005.00
STRAUSS SECURITY SOLUTIONS	DOGGING KEYS	29.60
LUMEN CENTURY LINK	PHONE	166.10
MITEL	PHONES	2,129.20
REDBUD LLC	KENNYBROOK WETLAND LANDSCAPING	2,959.25
MICROMARKETING LLC	MATERIALS - LIBRARY	38.25
RELIABLE MAINTENANCE CO	GCC CLEANING SEPTEMBER	2,325.00
GRAPHITE CONSTRUCTION GRP	GRIMES PUBLIC LIBRARY	504,672.34
IOWACE	2022 IOWACE FALL CE-CLYCE, KAMM	400.00
SCENTAIR TECHNOLOGIES	IONIZATION-PW	159.00
RENEWABLE ENERGY GROUP	FUEL	5,782.11
I&S GROUP, INC	WATER WORKS SPLASH PAD #12	5,111.88
EBS	NOVEMBER PREMIUMS	67,135.66
HALBROOK EXCAVATING, INC	SE JACOB ST RECON & STORM SWR	200,669.45
HOY'S TREE FARM	WRA CONNECTOR - CONTRACT 1	900.00
THE WEITZ COMPANY	GRIMES PUBLIC LIBRARY	63,119.03
GAFFNEY DAVID	LANDSCAPING EASEMENT	1,500.00
CENTRAL IOWA OFFICIALS	ADULT BBALL OFFICIATING 10-25	210.00
CITY OF GRIMES FLEX	DEPENDENT CARE	3,022.05
AMC MECHANICAL INC	GRIMES PUBLIC LIBRARY	14,620.50
FORREST & ASSOCIATE, INC	GRIMES PUBLIC LIBRARY	11,637.50

CIVICPLUS, LLC	70% WEBSITE PAYMENT-FINAL	19,042.80
HD LLC	WRA CONNECTOR - CONTRACT 3	2,750.65
HEARTLAND BUSINESS	MONTHLY BILLING FOR OCTOBER	2,259.50
CITY OF GRIMES HSA	HSA DEDUCTION	275.00
SPORTS FACILITIES DEVELOPMENT	TRAVEL FOR GRIMESPLEX MEETING	1,961.56
BRIGHTLINE CUSTOM BLINDS	BLINDS FOR COUNCIL CHAMBER-FINAL	545.64
AMAZON	P408 PARTS	140.95
BERKLEY CIERRA	ILA CONFERENCE TRAVEL REIMB	169.68
THOMAS SHIRLEY	RETURN LARGE ITEM STICKERS	35.00
GAFFNEY DAVID	WRA PERMANENT EASEMENT	6,541.32
GAFFNEY DAVID	WRA TEMPORARY EASEMENT	2,545.12
MERCYONE CLIVE	O'DELL WORK ACCIDENT	227.00
AUTOMATED SYSTEMS OF IOWA	CALIBRATION OF GAS MONITORS	350.00
BOB BROWN CHEVROLET INC	CITY HALL VEHICLE	17,600.00
MCKENNY RACHEL	HONORARIUM - LIBRARY	100.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	137,283.50
	CLAIMS TOTAL	**1,685,924.94**
	GENERAL FUND	308,369.52
	LIBRARY FUND FUND	29,937.07
	ROAD USE TAX FUND	25,548.02
	EMPLOYEE BENEFITS FUND	53,784.94
	KENNYBROOK PK WQI IMPRV FUND	2,959.25
	CP-Water Plant Exp 2019 FUND	2,720.00
	WRA SANI SEWER PHASE 1 FUND	14,589.59
	HWY44 & COUNTY LN RD 2020 FUND	17,871.46
	ANNUAL SIGNAL IMPROVEMENT FUND	6,327.88
	SPLASH PAD FUND	4,879.38
	GRIMES LIBRARY BLDG FUND FUND	625,575.41
	JACOB ST OVERLAY PROJ FUND	200,669.45
	GRIMESPLEX FUND	1,961.56
	WATER PRODUCTION PROJECTS FUND	69,899.99
	EQUIP REVOLVING PROGRAM FUND	17,600.00
	WATER FUND	96,672.69
	WATER DEPOSITS FUND	250.95
	SEWER FUND	195,719.20
	LANDFILL/GARBAGE FUND	35.00
	STORM WATER FUND	10,553.58
		1,685,924.94

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/25/2022

AGENDA ITEM: Resolution 10-1122 Fiscal Year 2021-2022 Annual Street Finance Report

BACKGROUND: The State of Iowa requires all Cities to file an annual Street Finance Report prior to December 1st for all expenditures during the year ending June 30th. The attached report provides information for fiscal year 2021-2022. This report details revenues and expenses pertaining to the public works department, roads, projects, equipment, debt service, and streets.

BUDGETARY CONSIDERATIONS: $9,027,288 was expensed in FY 2021-2022.

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S): Council approved budget and expenditures.

STAFF RECOMMENDATION: Staff recommends Council approval.

RESPONSIBLE STAFF/CONTACT INFORMATION: Marcia Woodke

Prepared by: Heather Whitten
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION 10-1122

WHEREAS, The City Council of the City of Grimes, Iowa, upon review of the Iowa Department of Transportation City Street Financial Report, has approved and adopted this report as its official
2022 FISCAL YEAR
ANNUAL STREET FINANCE REPORT.

Considered by the City Council of the City of Grimes, Iowa
on this 25th day of October, 2022

Moved by _____, seconded by _____;
Resolution 10-1122
Shall now pass.

_____ _____
Scott Mikkelsen, Mayor Date

Attest:

_____ _____
Rochelle Williams, City Clerk Date

IOWA DOT

Bureau of Local Systems

Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Grimes

10/11/2022 6:22:07 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	$528,150	$364,925					$893,075
Benefits - Roads/Streets	$7,142	$1,631	$356,262				$365,035
Training & Dues	$10,079	$7,440					$17,519
Building & Grounds Maint. & Repair	$113,703	$33,901					$147,604
Vehicle & Office Equip Operation and Repair	$37,896	$12,175					$50,071
Operational Equipment Repair	$14,258	$74,344					$88,602
Engineering		$24,349			$364,987		$389,336
Insurance		$34,045					$34,045
Rents & Leases	$385	$6,663					$7,048
Street Maintenance Expense	$21,452	$386,619					$408,071
Other Professional Services		$38,903					$38,903
Other Contract Services	$5,455				$2,023,451		$2,028,906
Minor Equipment Purchases	$70,195	$8,043					$78,238
Other Equipment		$10,167					$10,167
Office Supplies	$5,011	$2,348					$7,359
Operating Supplies	$4,850	$17,280					$22,130

IOWA DOT

Bureau of Local Systems

Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Grimes

10/11/2022 6:22:07 AM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Postage & Safety	$48,445	$5,630					$54,075
Vehicles		$44,722					$44,722
Heavy Equipment		$38,073			$213,118		$251,191
Principal Payment				$2,926,295			$2,926,295
Interest Payment				$812,717			$812,717
Bond Registration Fees				$3,581			$3,581
Street Lighting	$185,065	$13,605					$198,670
Traffic Control/Safety		$10,174					$10,174
Snow Removal		$76,066					$76,066
Depreciation & Building Utilities	$47,881						$47,881
Snow Removal Salaries		$15,807					$15,807
Total	$1,099,967	$1,226,910	$356,262	$3,742,593	$2,601,556		$9,027,288

City Street Finance Report

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	$1,090,107		$356,262	$3,742,593			$5,188,962
Federal Grants	$8,942						$8,942
State Revenues - Road Use Taxes		$2,029,200					$2,029,200
Charges/fees						$0	$0
Contributions	$918				$2,622		$3,540
Proceeds from Debt					$3,000,000		$3,000,000
Total	$1,099,967	$2,029,200	$356,262	$3,742,593	$3,002,622	$0	$10,230,644

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2021A GO Bond	$8,585,000	$175,000	$269,790	$8,154	$12,570	$8,410,000
2020B GO Bonds Refunding 2012 Bond	$3,570,000	$280,000	$79,260	$252,000	$71,334	$3,290,000
2020A GO Bonds	$945,750	$495,000	$145,800	$495,000	$145,800	$450,750
2015 GO Bond	$6,430,000	$380,000	$195,075	$294,287	$151,074	$6,050,000
2016 Refunding GO Bond Refund 2007	$2,890,000	$650,000	$67,581	$525,854	$54,673	$2,240,000
2017 GO Bond	$2,475,000	$800,000	$59,563	$800,000	$59,563	$1,675,000
2018A GO Bonds	$9,105,000	$250,000	$283,031	$200,000	$226,425	$8,855,000
2019A GO Bonds	$4,130,000	$390,000	$101,420	$351,000	$91,278	$3,740,000
2022A GO Bond	$6,975,000	$0	$0	$0	$0	$6,975,000

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Grapple Bucket	2021	Purchased	$24,500	No Change
Pneumatic Concrete Drill	2020	Purchased	$6,965	No Change
Sullivan D185P1Z4 Compressor	2020	Purchased	$17,750	No Change
Kubota RTC-X1100C	2021	Purchased	$20,035	No Change
Kubota RTC-X1100C	2021	Purchased	$18,035	No Change
International HV5 SFA 4X2	2021	Purchased	$213,118	No Change
Vermac Sign Board	2021	Purchased	$22,675	No Change
Falcon Asphalt Machine	2021	Purchased	$32,297	No Change
Ford F250	2021	Purchased	$26,726	No Change
Ford F250	2021	Purchased	$26,726	No Change
Ford F250	2019	Purchased	$29,997	No Change
Ford F250	2019	Purchased	$29,997	No Change
Crafco SS125D Sure Shot Crack Sealer	2015	Purchased	$38,900	No Change
Grimco Sign printer	2018	Purchased	$34,103	No Change
John Deere 5115M Side Flail	2016	Purchased	$72,378	Traded
Ex Liner AL 120 Polarized Striper	2015	Purchased	$5,600	No Change
John Deere Z Track Mower	2015	Purchased	$8,713	No Change
John Deere 1585 Front mount	2015	Purchased	$36,540	No Change
Brillon TIII & Seed	2011	Purchased	$12,000	No Change
Roller DynaPoe CC 1000	2008	Purchased	$28,000	No Change
Ford 3/4 ton Diesel	2006	Purchased	$24,339	No Change

Description	Model Year	Usage Type	Cost	Purchased Status
Ford 3/4 ton Diesel	2006	Purchased	$24,339	No Change
Case 580 Super N Backhoe	2018	Purchased	$72,405	No Change
John Deere 5093E	2009	Purchased	$35,000	No Change
Ford F250 3/4 ton 4X4	2013	Purchased	$30,230	No Change
Ford F250 3/4 ton 4X4	2013	Purchased	$30,230	No Change
Ford F150	2014	Purchased	$23,000	No Change
Terex PB16 powerbuggy	2016	Purchased	$7,800	No Change
Ford F150 4X4	1998	Purchased	$3,000	No Change
John Deere 4720	2012	Purchased	$28,191	No Change
Ford F550	2016	Purchased	$75,156	No Change
Ford F250	2013	Purchased	$18,500	No Change
John Deere 317G Compact Track Loader	2018	Purchased	$44,962	No Change
John Deere Z950R Mid-Z mower	2018	Purchased	$10,906	No Change
Ford F250 4X4	2015	Purchased	$24,950	No Change
John Deere Z950M Mid Z mower	2018	Purchased	$9,627	No Change
EZ Stripe skidmount painter	2014	Purchased	$51,000	No Change
Kubota SVL-90-2 Skidloader	2016	Purchased	$74,000	No Change
924H Wheel Loader	2011	Purchased	$178,000	No Change
International 7300 Dump Truck	2015	Purchased	$151,000	No Change
International Workforce Dump Truck	2007	Purchased	$75,000	No Change
International 7300 Dump Truck	2002	Purchased	$75,000	No Change
International Dump Truck & Hook	2016	Purchased	$219,084	No Change
International 4700 Dump Truck	1999	Purchased	$60,000	No Change

Description	Model Year	Usage Type	Cost	Purchased Status
International 7300 Dump Truck	2011	Purchased	$125,000	No Change
International 7300 Dump Truck	2014	Purchased	$142,525	No Change
Ford F550 Sign truck crane with Air N Arc	2014	Purchased	$74,599	No Change
Ford Boom Truck	2006	Purchased	$50,000	No Change
Bobcat Soil conditioner 84" Hydraulic angle & depth	2018	Purchased	$7,288	No Change
Elgin Whirlwind Street Sweeper	2011	Purchased	$240,000	No Change
Brine Master Brine Truck Fill/Blending System	2021	Purchased	$32,896	New
Ford F250	2022	Purchased	$34,409	New
Ford F250 Supercrew	2022	Purchased	$36,738	New
John Deere 5115M Utility Tractor	2021	Purchased	$35,972	New
Utility Locating Equipment	2021	Purchased	$26,754	New
Ford F250 Supercrew	2022	Purchased	$32,456	New

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
S James Street and SSE 6th St Temp Traffic Signal	$49,889	$49,889	Iowa Signal, Inc
Brookside Drive Intersection Improvements	$350,687	$369,586	Jasper Construction Services, Inc
IA 141 SB/IA 44 Traffic Signal & Turn lane improvements	$329,460	$349,920	Elder Corporation

IOWA DOT

Bureau of Local Systems

Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Grimes

10/11/2022 6:22:07 AM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	$0	$2,700,765	$0	$0	$4,005,905	$0	$6,706,670
SubTotal Expenses (-)	$1,099,967	$1,226,910	$356,262	$3,742,593	$2,601,556		$9,027,288
Subtotal Revenues (+)	$1,099,967	$2,029,200	$356,262	$3,742,593	$3,002,622	$0	$10,230,644
Ending Balance	$0	$3,503,055	$0	$0	$4,406,971	$0	$7,910,026

Resolution Number: 10-1122

Execution Date: Tuesday, October 25, 2022

Signature: Marcia Woodke

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/25/2022

AGENDA ITEM: Resolution #10-1222 Fiscal Year 2022-2023 Transfers

BACKGROUND: Council approved the FY 2022-2023 budget, which did include transfers between funds. This resolution provides a transfer for partial operating funding for the Library from the General fund to the Library fund. The City has received property tax receipts from the County for these funds. This resolution also provides a transfer from the Road Use Tax fund to the Equipment Revolving fund to establish funding for vehicle purchases. Staff will request additional transfers in the second portion of the fiscal year.

BUDGETARY CONSIDERATIONS: Total transfer amount $738,522-Library fund $438,522 and Equipment Revolving fund $300,000

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S): Council approved the FY23 budget on March 22, 2022

STAFF RECOMMENDATION: Staff recommends approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Marcia Woodke

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION 10-1222

A RESOLUTION APPROVING FISCAL YEAR 2022-2023 TRANSFERS

WHEREAS, the City Council did approve the fiscal year 2022-2023 budget; and

WHEREAS, the fiscal year 2022-2023 budget did include transfers between funds; and

WHEREAS, the City Finance Director recommends the following fiscal year 2022-2023 transfers for Library and Equipment Revolving funding;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa, dated October 25, 2022, that:

The City Finance Director is directed to transfer the following:

$438,522 from the General fund to the Library fund
$300,000 from the Road Use Tax fund to the Equipment Revolving fund

Passed and adopted this 25th day of October, 2022.

_____ _____
Scott Mikkelsen, Mayor Date

Attest:

_____ _____
Rochelle Williams, City Clerk Date

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/25/2022

AGENDA ITEM: Resolution #10-1322 Authorizing Internal Advance for Funding of Urban Renewal Administration and Professional Support Program

BACKGROUND: The Council did approve an Urban Renewal Administration and Professional Support Program (Admin Support Program) as an urban renewal project in the Urban Renewal Area. This is the third year we are certifying a portion of the Admin Support Program. The City will be certifying $479,015 that will be advanced from the General Fund and $14,370 in interest on those funds, for a total certification of $493,385.

BUDGETARY CONSIDERATIONS: The City has budgeted $479,015 in the General Fund for the approved wages in fiscal year 2022-2023. These monies will be reimbursed to the General Fund in fiscal year 2023-2024.

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Staff recommends approval

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

MINUTES PROVIDING FOR ADOPTION OF RESOLUTION APPROVING INTERNAL ADVANCE

419952-90

Grimes, Iowa

October 25, 2022

The City Council of the City of Grimes, Iowa met on October 25, 2022, at 5:30 o'clock p.m., at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

• • • •

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

_____
Mayor Scott Mikkelsen

Attest:

_____
City Clerk Rochelle Williams

RESOLUTION NO. 10-1322

Resolution Authorizing Internal Advance for Funding of Urban Renewal Administration and Professional Support Program

WHEREAS, the City of Grimes, Iowa (the "City"), has previously established the Grimes Urban Renewal Area (the "Urban Renewal Area") and has established the Grimes Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has authorized the Urban Renewal Administration and Professional Support Program (the "Admin Support Program") as an urban renewal project in the Urban Renewal Area; and

WHEREAS, costs (the "Program Costs") have been and will be incurred in connection with the undertaking of the Admin Support Program; and

WHEREAS, in order to cover a portion of the Program Costs and to make such Program Costs eligible to be recouped from incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Grimes, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of Four Hundred Seventy-Nine Thousand Fifteen Dollars ($479,015) be advanced (the "Advance") from the General Fund (the "Source Fund") in order to fund a portion of the Admin Support Program. The Admin Support Program shall be repaid to the Source Fund, with interest thereon at the per annum rate of 3.00%, out of incremental property tax revenues received with respect to the Urban Renewal Area. Interest shall be calculated from November 1, 2022 and shall be computed on the basis of the actual 365-day calendar year.

It is intended that the Advance shall be repaid in one (1) annual installment of principal of and interest on the Advance in the amount of $493,385 on or before June 1, 2024, provided however that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion. All payments made will be applied first to accrued interest, and then to the Advance.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Polk County, Iowa to evidence the Advance described herein. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2022, the full amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this October 25, 2022.

_____
Mayor Scott Mikkelsen

Attest:

_____
City Clerk Rochelle Williams

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/25/2022

AGENDA ITEM: Resolution #10-1422 Approving Bills and Payment over $10,000

BACKGROUND: Council did approve a vehicle purchase for up to $30,000 for City Hall during the budget process. Staff is trading in the 2014 Toyota Prius and paying the balance of $17,600.

BUDGETARY CONSIDERATIONS: $17,600- trade in 2014 Toyota Prius (valued at $16,000)

STRATEGIC PLANNING:
Prioritized ____YES __X___NO

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

BOARD/COMMISSION ACTION(S): Council approved the fiscal year 2022-2023 budget on March 22, 2022.

STAFF RECOMMENDATION: Staff recommends approval

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

GRIMES RESOLUTION 10-1422

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 25TH DAY OF OCTOBER 2022.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Bob Brown

CUST# 329945

DEAL# 143469

MOTOR VEHICLE PURCHASE AGREEMENT

No. 00017373B

Customer No. 329945

DATE 10/18/2022

BOB BROWN CHEVROLET INC
(515)278-7800
3600 111TH ST
URBANDALE, IA 50322

BUYER CITY OF GRIMES
CO-BUYER N/A
ADDRESS 101 NE HARVEY ST
ADDRESS LINE 2
CITY GRIMES STATE IA ZIP 50111
EMAIL ADDRESS mwoodke@grimesiowa.gov
RES. PHONE CELL 702-497-0644 WORK
SALESPERSON COLLIN J SMITH BUYER'S REGISTRATION MONTH October COUNTY DALLAS

DESCRIPTION OF PURCHASED VEHICLE: [X] NEW [ ] USED [ ] DEMO [ ] CAR [ ] TRUCK [ ] VAN [ ] OTHER

STOCK NO. NL297981 YEAR 2022 MAKE CHEVROLET MODEL EQUINOX BODY TYPE UT

V.I.N. 3 G N A X U E V 7 N L 2 9 7 9 6 1 TRIM COLOR SUMMIT WHITE

TO BE DELIVERED ON OR ABOUT 10/18/2022

PRICE OF VEHICLE		$	36900.00
ACCESSORIES:			
			N/A
DOCUMENTARY FEE		$	N/A
$ 36900.00	CASH PRICE	$	36900.00
$ N/A	LESS DOCUMENTARY FEE		
$ 16000.00	LESS TRADE-IN ALLOWANCE		
$ 3300.00	LESS MANUFACTURER'S REBATE		
$ N/A			
$ 17600.00	AMOUNT SUBJECT TO FEE FOR NEW REGISTRATION		
FEE FOR NEW REGISTRATION		$	N/A
TITLE FEE		$	N/A
LICENSE FEE		$	N/A
LIEN FILING FEE (credit sale only see (1) on page 2)		$	N/A
ELECTRONIC REGISTRATION & TITLING FEE		$	N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
TOTAL CASH DELIVERED PRICE		$	36900.00
LESS TOTAL DOWN PAYMENT or PLUS AMOUNT OWED		$	19300.00
UNPAID CASH BALANCE DUE ON DELIVERY		$	17600.00

OTHER INFORMATION OR TERMS OF SALE:
LIENHOLDER:
CASH DEAL

KEY NO:

TRADE-IN ALLOWANCE AND OTHER CREDITS:

YEAR 2014 MAKE TOYOTA MODEL PRIUS BODY TYPE 5D
V.I.N. J T D K N 3 D U 8 E 0 3 7 8 0 7 9
BALANCE OWED TO N/A

YEAR N/A MAKE N/A MODEL N/A BODY TYPE N/A
V.I.N. N/A
BALANCE OWED TO N/A

TRADE-IN GROSS ALLOWANCE	$	16000.00
LESS AMOUNT OWING	$	N/A
NET TRADE-IN ALLOWANCE OR REMAINING TRADE-IN DEBT	$	16000.00
CASH DOWN PAYMENT OR CREDIT BALANCE	$	N/A
MANUFACTURER'S REBATE (IF ANY)	$	3300.00
TOTAL DOWN PAYMENT or AMOUNT OWED	$	19300.00

BUYER'S TRADE-IN CERTIFICATION

If you are trading in a vehicle, you certify the following:

1. That there is no salvage, repair or other history on the vehicle title that would affect the value of the vehicle. If there is salvage, repair or other history on the title, you agree that the dealer may cancel this sale. That to the best of your knowledge, the vehicle was never on or required to be on a salvage, rebuilt, flood or branded title in this or any other state.
2. That the air bags are intact and in working order.
3. That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.
4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, powertrain or frame.

WARRANTY DISCLAIMER

YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

Documentary Fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to a buyer for the preparation of documents and the performance of related services. The maximum amount that may be charged for a documentary fee is determined by Iowa Code Section 322.19A. This notice is required by law.

IADA Services Inc.

s-IADA TAP4 Rev. 1/22

95056*1*BBC

PAID

399-650-6727

City Hall vehicle

MW

BOB BROWN

Date: 10/17/2022
Salesperson: Collin Smith
Manager: Merle Elbert

FOR INTERNAL USE ONLY

BUSINESS NAME	City of Grimes	Home Phone :	
CONTACT	Marcia Woodke		
Address :	101 NE Harvey St GRIMES, IA 50111 DALLAS CO	Work Phone :	
E-Mail :	mwoodke@grimesiowa.gov	Cell Phone :	(702) 497-0644

VEHICLE

Stock # : NL297961 New / Used : **New** VIN : 3GNAXUEV7NL297961 Mileage: 3
Vehicle : 2022 Chevrolet Equinox Color : Summit White
Type : LT w/1LT All-wheel Drive 1XY26

TRADE IN

Payoff : VIN : JTDKN3DU8E0378079 Mileage: 25,750
Vehicle : 2014 Toyota Prius Color : Barcelona Red Metallic [Red]
Type :

Market Value Selling Price	37,325.00
Discount	425.00
Rebate	3,300.00
Adjusted Price	33,600.00
Trade Allowance	16,000.00
Trade Difference	17,600.00
Cash Deposit	.00
Balance	17,600.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Budget #30,000

CIVICPLUS

Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#242251

10/12/2022

PO #

Bill To

Whitney Taylor
City of Grimes
101 Northeast Harvey Street
Grimes IA 50111

TOTAL DUE

$19,042.80

Due Date: 11/11/2022

Terms	Due Date	PO #	Approving Authority
Net 30	11/11/2022		Whitney Tucker

Qty	Item	Start Date	End Date
0.7	Annual - CivicEngage Central	4/12/2022	4/11/2023
0.7	Hosting & Security Annual Fee - CivicEngage Central	4/12/2022	4/11/2023
0.7	SSL Management – CP Provided Only 1 per domain (Annually Renews)	4/12/2022	4/11/2023
0.7	DNS and Domain Hosting Setup (https://www.grimesiowa.gov/)	4/12/2022	4/11/2023
0.7	DNS and Domain Hosting Annual Fee (https:// www.grimesiowa.gov/)	4/12/2022	4/11/2023
0.7	Premium Implementation	4/12/2022	4/11/2023
0.7	4yr Redesign Premium Annual - CivicEngage Central	4/12/2022	4/11/2023
52.5	Content Development - 1 Page - CivicEngage	4/12/2022	4/11/2023
2.8	CivicEngage System Training - Virtual, Half Day Block	4/12/2022	4/11/2023
1.4	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	4/12/2022	4/11/2023

Total	$19,042.80
Due	**$19,042.80**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502

PAID

600-810-6501
Chlorine for water plant
REC'D OCT 07 2022

Original

INVOICE

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

Total Invoice	$10,782.03
Invoice Number	6299975
Invoice Date	9/27/22
Sales Order Number/Type	4013705 SO
Branch Plant	15
Shipment Number	4705907

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 #
11/11/22	Net 45	PPA Origin	JEFF FOSTER BULK TRANSPORT			073

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	815407	Azone 15 - EPA Reg. No. 7870-5	N	4,566.8979	GA	$1.9198	GA	46,080.0 LB	$8,767.53
		Bulk		4566.8979	GA			46,080.0 GW	
1.010	Freight	Freight	N	1.0000	EA	$2014.5000			$2,014.50

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

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

Tax Rate	Sales Tax
0 %	$0.00

Invoice Total **$10,782.03**

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.

600-810-6501
antiscalant for RO water plant
RECD OCT 14 2022

Original

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

INVOICE

Total Invoice	$7,425.00	
Invoice Number	6306796	
Invoice Date	10/7/22	
Sales Order Number/Type	4025664	SL
Branch Plant	58	
Shipment Number	4721852	

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 #
11/21/22	Net 45	PPD Origin	HWTG			073

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	59271	Vitec 3000	N	1.0000	TO	$2.9700	LB	2,500.0 LB	$7,425.00
		2500 LB TO		2500.0000	LB			2,675.0 GW	

Lot/SN: 8-23-22

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

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

Tax Rate	Sales Tax
0 %	$0.00

Invoice Total **$7,425.00**

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.

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P.O. Box 860263
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REC'D OCT 07 2022

INVOICE

USW UTILITY GROUP
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Invoice Number: SI59175
Invoice Date: 9/30/2022
Due Date 10/30/2022

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.

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

Customer ID C00136
P.O. Number
WA:

Job Number: J01229
Job Description: City of Grimes

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
	Monthly Compensation as per the O&M Agreement dated June 2014					
9/30/2022	Monthly Contract Operations for September 2022	0052	1	Each	76,450.63	76,450.63

600-810-6499 38225.31
610-815-6499 38225.32

PAID

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

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

CITY OF DES MOINES

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

REC'D OCT 06 2022

INVOICE

Invoice Date	Invoice No.
10/04/2022	127584
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:** 10/04/2022 **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.

610-815-6413

PAID

ORIGINAL
COPY

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/25/2022

AGENDA ITEM: Resolution #10-1522 Fiscal Year 2021-2022 State of Iowa Annual Finance Report

BACKGROUND: The State of Iowa requires each city to file an annual Finance Report prior to December 1st for all financial transactions during the year ending June 30th. The attached report provides information for fiscal year 2021-2022. This report details revenues and expenditures for all departments, projects, debt issuances, and proprietary funds. All financial information has been audited by Denman and Co. for the fiscal year.

BUDGETARY CONSIDERATIONS: The city had total expenditures of $41,685,172, receipts of $49,345,741 and transferred $8,100,901 between funds for the fiscal year. The city retired $5,326,354 in debt and issued $43,548,000 in new debt for the WRA and other Capital projects.

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S): Council approved all expenditures for FY2021-2022

STAFF RECOMMENDATION: Staff recommends approval

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION #10-1522

Resolution Approving the Fiscal Year 2021-2022 State of Iowa Annual Finance Report

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

WHEREAS, the City of Grimes' fiscal year 2021-2022 financial information has been compiled and input on the Department of Management's form.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa, that upon review of the attached report, said report is approved and adopted as the city's official Fiscal Year 2021-2022 State of Iowa Annual Finance Report.

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

Passed and approved this 25th day of October,2022.

_____ _____

Scott Mikkelsen, Mayor Date

Attest:

_____ _____

Rochelle Williams, City Clerk Date

STATE OF IOWA

2022

FINANCIAL REPORT

FISCAL YEAR ENDED

JUNE 30, 2022

CITY OF GRIMES, IOWA

DUE: December 1, 2022

16207700700000
CITY OF GRIMES
101 NE Harvey Street
GRIMES IA 50111
POPULATION: 15392

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	11,207,159		11,207,159	11,267,767
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	11,207,159		11,207,159	11,267,767
Delinquent Property Taxes	0		0	0
TIF Revenues	5,192,867		5,192,867	5,244,874
Other City Taxes	3,557,634	0	3,557,634	1,661,813
Licenses and Permits	766,410	0	766,410	601,050
Use of Money and Property	207,362	11,115	218,477	397,772
Intergovernmental	4,033,829	0	4,033,829	2,295,662
Charges for Fees and Service	389,462	10,585,715	10,975,177	10,318,141
Special Assessments	221,846	0	221,846	5,000
Miscellaneous	440,921	104,456	545,377	798,118
Other Financing Sources	12,626,965	0	12,626,965	36,975,500
Transfers In	5,394,648	2,706,253	8,100,901	8,106,651
Total Revenues and Other Sources	44,039,103	13,407,539	57,446,642	77,672,348
Expenditures and Other Financing Uses				
Public Safety	5,007,403		5,007,403	5,697,309
Public Works	2,683,139		2,683,139	3,426,724
Health and Social Services	4,391		4,391	8,000
Culture and Recreation	2,216,686		2,216,686	2,875,562
Community and Economic Development	3,250,085		3,250,085	3,293,157
General Government	1,993,444		1,993,444	2,371,818
Debt Service	4,862,823		4,862,823	4,919,121
Capital Projects	14,962,479		14,962,479	43,003,700
Total Governmental Activities Expenditures	34,980,450	0	34,980,450	65,595,391
BUSINESS TYPE ACTIVITIES		6,704,722	6,704,722	7,925,677
Total All Expenditures	34,980,450	6,704,722	41,685,172	73,521,068
Other Financing Uses	0	0	0	
Transfers Out	5,946,548	2,154,353	8,100,901	8,106,651
Total All Expenditures/and Other Financing Uses	40,926,998	8,859,075	49,786,073	81,627,719
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	3,112,105	4,548,464	7,660,569	-3,955,371
Beginning Fund Balance July 1, 2021	41,877,048	15,623,465	57,500,513	45,516,069
Ending Fund Balance June 30, 2022	44,989,153	20,171,929	65,161,082	41,560,698

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2022	Amount	Indebtedness at June 30, 2022	Amount
General Obligation Debt	51,660,000	Other Long-Term Debt	0
Revenue Debt	70,680,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	87,826,878

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

Marcia Woodke

Signature of Preparer

Printed name of Preparer
Marcia Woodke

Phone Number
515-986-3036

Date Signed

Signature of Mayor or other City official (Name and Title)

Publication

PLEASE PUBLISH THIS PAGE ONLY

REVENUE P2
CITY OF GRIMES
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1										1
Taxes levied on property	2	7,726,561	1,040,616		2,439,982			11,207,159		11,207,159	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	7,726,561	1,040,616		2,439,982	0	0	11,207,159		11,207,159	4
Delinquent Property Taxes	5							0		0	5
Total Property Tax	6	7,726,561	1,040,616		2,439,982	0	0	11,207,159		11,207,159	6
TIF Revenues	7			5,192,867				5,192,867		5,192,867	7
Other City Taxes											
Utility Tax Replacement Excise Taxes	8	138,967	18,746		37,325			195,038		195,038	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9							0		0	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12							0		0	12
Hotel / Motel Tax	13		71,050					71,050		71,050	13
Other Local Option Taxes	14		3,291,546					3,291,546		3,291,546	14
Total Other City Taxes	15	138,967	3,381,342		37,325	0	0	3,557,634	0	3,557,634	15
Section B - Licenses and Permits	16	766,410						766,410		766,410	16
Section C - Use of Money and Property	17										17
Interest	18	101,693	2,387		3			104,083	11,115	115,198	18
Rents and Royalties	19	62,210						62,210		62,210	19
Other Miscellaneous Use of Money and Property	20	41,069						41,069		41,069	20
	21							0		0	21
Total Use of Money and Property	22	204,972	2,387	0	3	0	0	207,362	11,115	218,477	22
Section D - Intergovernmental	24										24
Federal Grants and Reimbursements	26										26
Federal Grants	27	8,942				1,106,769		1,115,711		1,115,711	27
Community Development Block Grants	28							0		0	28
Housing and Urban Development	29							0		0	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
	32							0		0	32
Total Federal Grants and Reimbursements	33	8,942	0		0	1,106,769	0	1,115,711	0	1,115,711	33

REVENUE P3
CITY OF GRIMES
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41										41
State Shared Revenues	43										43
Road Use Taxes	44		2,029,200					2,029,200		2,029,200	44
Other state grants and reimbursements	48										48
State grants	49							0		0	49
Iowa Department of Transportation	50							0		0	50
Iowa Department of Natural Resources	51							0		0	51
Iowa Economic Development Authority	52							0		0	52
CEBA grants	53	2,271						2,271		2,271	53
Commercial & Industrial Replacement Claim	54	287,873	38,833		77,318			404,024		404,024	54
	55							0		0	55
	56							0		0	56
	57							0		0	57
	58							0		0	58
	59							0		0	59
Total State	60	290,144	2,068,033	0	77,318	0	0	2,435,495	0	2,435,495	60
Local Grants and Reimbursements											
County Contributions	63							0		0	63
Library Service	64	38,970	10,028					48,998		48,998	64
Township Contributions	65	55,834						55,834		55,834	65
Fire/EMT Service	66	377,791						377,791		377,791	66
	67							0		0	67
	68							0		0	68
	69							0		0	69
Total Local Grants and Reimbursements	70	472,595	10,028	0	0	0	0	482,623	0	482,623	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	771,681	2,078,061	0	77,318	1,106,769	0	4,033,829	0	4,033,829	71
Section E -Charges for Fees and Service	72										72
Water	73							0	5,760,128	5,760,128	73
Sewer	74							0	3,491,825	3,491,825	74
Electric	75							0		0	75
Gas	76							0		0	76
Parking	77							0		0	77
Airport	78							0		0	78
Landfill/garbage	79							0	565,783	565,783	79
Hospital	80							0		0	80

REVENUE P4
CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81										81
Transit	82							0		0	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0	767,979	767,979	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90							0		0	90
Prisoner Care	91							0		0	91
Fire Service Charges	92							0		0	92
Ambulance Charges	93							0		0	93
Sidewalk Street Repair Charges	94							0		0	94
Housing and Urban Renewal Charges	95							0		0	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98							0		0	98
Library Charges	99							0		0	99
Park, Recreation, and Cultural Charges	100	179,822						179,822		179,822	100
Animal Control Charges	101							0		0	101
General Refunds/Reimbursements	102	150,499	58,941			200		209,640		209,640	102
	103							0		0	103
Total Charges for Service	104	330,321	58,941	0	0	200	0	389,462	10,585,715	10,975,177	104
Section F - Special Assesments	106				221,846			221,846		221,846	106
Section G - Miscellaneous	107										107
Contributions	108	314,999				49,417		364,416		364,416	108
Deposits and Sales/Fuel Tax Refunds	109							0	82,294	82,294	109
Sale of Property and Merchandise	110	63,851						63,851	22,162	86,013	110
Fines	111	12,654						12,654		12,654	111
Internal Service Charges	112							0		0	112
	113							0		0	113
	114							0		0	114
	115							0		0	115
	116							0		0	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
Total Miscellaneous	120	391,504	0	0	0	49,417	0	440,921	104,456	545,377	120

REVENUE P5
CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121	10,330,416	6,561,347	5,192,867	2,776,474	1,156,386	0	26,017,490	10,701,286	36,718,776	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124							0		0	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125					12,626,965		12,626,965		12,626,965	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	1,521,711	921,309		253,923	200,000		2,896,943	2,706,253	5,603,196	127
Internal TIF loans and transfers in	128	409,340			2,088,365			2,497,705		2,497,705	128
	129							0		0	129
	130							0		0	130
Total Other Financing Sources	131	1,931,051	921,309	0	2,342,288	12,826,965	0	18,021,613	2,706,253	20,727,866	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	12,261,467	7,482,656	5,192,867	5,118,762	13,983,351	0	44,039,103	13,407,539	57,446,642	132
Beginning Fund Balance July 1, 2021	134	11,348,884	4,658,097	850,644	737,328	24,282,095	0	41,877,048	15,623,465	57,500,513	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	23,610,351	12,140,753	6,043,511	5,856,090	38,265,446	0	85,916,151	29,031,004	114,947,155	136

EXPENDITURES P6
CITY OF GRIMES
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	1,340,294	8					1,340,302		1,340,302	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	626,999	159,786					786,785		786,785	6
Ambulance	7	1,232,593	322,973					1,555,566		1,555,566	7
Building Inspections	8	1,067,018	257,539					1,324,557		1,324,557	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	193						193		193	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	4,267,097	740,306		0	0	0	5,007,403		5,007,403	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	914,902	1,464,894					2,379,796		2,379,796	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	185,065	13,605					198,670		198,670	18
Traffic Control Safety	19		10,174					10,174		10,174	19
Snow Removal	20		94,499					94,499		94,499	20
Highway Engineering	21							0		0	21
Street Cleaning	22							0		0	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24							0		0	24
Other Public Works	25							0		0	25
	26							0		0	26
	27							0		0	27
Total Public Works	28	1,099,967	1,583,172		0	0	0	2,683,139		2,683,139	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34	4,391						4,391		4,391	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	4,391	0		0	0	0	4,391		4,391	39
Section D - Culture and Recreation	40										40
Library Services	41	606,425	164,586					771,011		771,011	41
Museum, Band, Theater	42							0		0	42
Parks	43	775,594	105,527					881,121		881,121	43
Recreation	44	328,480	64,391					392,871		392,871	44
Cemetery	45	5,188						5,188		5,188	45
Community Center, Zoo, Marina, and Auditorium	46	164,497	1,998					166,495		166,495	46
Other Culture and Recreation	47							0		0	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	1,880,184	336,502		0	0	0	2,216,686		2,216,686	50

EXPENDITURES P7

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52							0		0	52
Economic development	53	179,574	36,351					215,925		215,925	53
Housing and urban renewal	54							0		0	54
Planning and zoning	55							0		0	55
Other community and economic development	56							0		0	56
TIF Rebates	57			3,034,160				3,034,160		3,034,160	57
	58							0		0	58
Total Community and Economic Development	59	179,574	36,351	3,034,160	0	0	0	3,250,085		3,250,085	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	238,744	51,331					290,075		290,075	61
Clerk, Treasurer, Financial Administration	62	459,824	140,135					599,959		599,959	62
Elections	63	24,887						24,887		24,887	63
Legal Services and City Attorney	64	140,691						140,691		140,691	64
City Hall and General Buildings	65	432,244	26,625					458,869		458,869	65
Tort Liability	66	54,501						54,501		54,501	66
Other General Government	67	424,462						424,462		424,462	67
	68							0		0	68
	69							0		0	69
Total General Government	70	1,775,353	218,091		0	0	0	1,993,444		1,993,444	70
Section G - Debt Service	71							0		0	71
	72				4,862,823			4,862,823		4,862,823	72
	73							0		0	73
Total Debt Service	74	0	0	0	4,862,823	0	0	4,862,823		4,862,823	74
Section H - Regular Capital Projects - Specify	75										75
	76					14,962,479		14,962,479		14,962,479	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0		0	14,962,479	0	14,962,479		14,962,479	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	0	0		0	14,962,479	0	14,962,479		14,962,479	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	9,206,566	2,914,422	3,034,160	4,862,823	14,962,479	0	34,980,450		34,980,450	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8
CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								2,103,363	2,103,363	88
Capital Outlay	89									0	89
Debt Service	90								1,715,483	1,715,483	90
Sewer and Sewage Disposal - Current Operation	91								1,609,193	1,609,193	91
Capital Outlay	92									0	92
Debt Service	93								208,006	208,006	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106								706,960	706,960	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								361,717	361,717	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								6,704,722	6,704,722	129

EXPENDITURES P9
CITY OF GRIMES
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022 -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	9,206,566	2,914,422	3,034,160	4,862,823	14,962,479	0	34,980,450	6,704,722	41,685,172	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	2,073,611	1,375,232					3,448,843	2,154,353	5,603,196	132
Internal TIF loans/repayments and transfers out	133			2,497,705				2,497,705		2,497,705	133
	134							0		0	134
Total Other Financing Uses	135	2,073,611	1,375,232	2,497,705	0	0	0	5,946,548	2,154,353	8,100,901	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	11,280,177	4,289,654	5,531,865	4,862,823	14,962,479	0	40,926,998	8,859,075	49,786,073	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140							0		0	140
Restricted	141		7,851,099	511,646	993,267			9,356,012		9,356,012	141
Committed	142	127,458				23,302,967		23,430,425		23,430,425	142
Assigned	143							0		0	143
Unassigned	144	12,202,716					0	12,202,716		12,202,716	144
Total Governmental	145	12,330,174	7,851,099	511,646	993,267	23,302,967	0	44,989,153		44,989,153	145
Proprietary	146								20,171,929	20,171,929	146
Total Ending Fund Balance June 30,	147	12,330,174	7,851,099	511,646	993,267	23,302,967	0	44,989,153	20,171,929	65,161,082	147
Total Requirements (Sum of lines 136 and 147)	148	23,610,351	12,140,753	6,043,511	5,856,090	38,265,446	0	85,916,151	29,031,004	114,947,155	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments
Correction	
Health	
Highways	
Transit Subsidies	
Libraries	
Police protection	1,339,855
Sewerage	
Sanitation	
All other	221,393

Purpose	Amount paid to State
Highways	
All other	

Part IV

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID	Amount
Total Salaries and Wages Paid	4,987,041

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

		Debt During the Fiscal Year			Debt Outstanding JUNE 30, 2022				
Purpose	Line	Debt Outstanding JULY 1, 2021	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.	32,688,355	0	1,125,355			31,563,000		590,128
Sewer Utility	2.	2,725,000	36,573,000	181,000			39,117,000		27,006
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.								
GO	10.	48,230,000	6,975,000	3,545,000	51,660,000				1,317,823
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		83,643,355	43,548,000	4,851,355	51,660,000	0	70,680,000	0	1,934,957

B. Short-Term Debt	**Amount**
Outstanding as of July 1, 2021	
Outstanding as of JUNE 30, 2022	

Part VI DEBT LIMITATION FOR GENERAL OBLIGATIONS

Actual valuation -- January 1, 2020

Amount		
1,756,537,561	**x.0.5 = $**	87,826,878.05

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2022

Type of asset	Amount				
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	993,267	23,302,967	970,196	39,894,652	65,161,082

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of October 25, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Lot 12 of Willow Hills Plat 1.

SYNOPSIS: The owner of 3039 NW Brookside Drive has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve overland flowage easement for Willow Hills Plat 1.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Lot 12 of Willow Hills Plat 1.

RESOLUTION NO. 10-1622

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 12 IN WILLOW HILLS PLAT 1
3039 NW BROOKSIDE DRIVE

WHEREAS, the owners of Lot 12 in Willow Hills Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within fence ("Consent and Agreement") regarding Lot 12, Willow Hills Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 25th day of October, 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
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 Black Birch Homes & Design LLC (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 12 of Willow Hills Plat 1 (3039 NW Brookside Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated August 24, 2021, recorded on September 16, 2021, in Book 18754, Page 616, 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 30 day of September, 2022.

PROPERTY OWNERS

Black Birch Homes and Design LLC

Brooks Rolling
Name

President
Title

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 30 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brooks Rolling, 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.

Susan Parrino
Notary Public in and for the
State of Iowa

My Commission expires 7/10/25

NOTARIAL SEAL IOWA
SUSAN PARRINO
Commission Number 818870
My Commission Expires
July 10, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 6’ wrought iron fence has been proposed to be constructed in an overland flowage easement on Lot 12 of Willow Hills Plat 1 (3039 NW Brookside Drive) in accordance to permit number FN-22-103.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of October 25, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement, storm sewer and overland flowage easement, and water main easement for Chevalia Trace Plat 2.

SYNOPSIS: The owner of 104 NE 24th Court has requested approval to install a fence within the overland flowage easement, storm sewer and overland flowage easement, and water main 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, storm sewer and overland flowage easement, and water main easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve overland flowage easement for Chevalia Trace Plat 2.
Approve storm sewer and overland flowage easement for Chevalia Trace Plat 2.
Approve water main easement for Chevalia Trace Plat 2.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement, storm sewer and overland flowage easement, and water main easement for Chevalia Trace Plat 2.

RESOLUTION NO. 10-1722

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT, STORM SEWER AND OVERLAND FLOWAGE EASEMENT, AND WATER MAIN EASEMENT FOR
LOT 7 IN CHEVALIA TRACE PLAT 2
104 NE 24TH COURT

WHEREAS, the owners of Lot 7 in Chevalia Trace Plat 2 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, storm sewer and overland flowage easement, and water main 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, storm sewer and overland flowage easement, aand water main easement to ("Consent and Agreement") regarding Lot 7 in Chevalia Trace Plat 2, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 25th day of October, 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 Todd M. Galetich, a single person (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

   Lot 7 in Chevalia Trace Plat 2 (104 NE 24th Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated June 12, 2012, recorded on July 6, 2012, in Book 14340, Page 146, and granted that certain storm sewer and overland flowage easement, dated June 12, 2012, recorded on July 6, 2012, in Book 14340, Page 135, and granted that certain water main easement, as shown in Chevalia Trace Plat 2, dated June 21, 2012, recorded on July 6, 2012, 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 12 day of October, 2022

PROPERTY OWNERS

Todd M. Galetich

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of October, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Todd M. Galetich, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
TREVOR M. BARBER
COMMISSION NO. 785392
MY COMMISSION EXPIRES
8-4-23

Notary Public in and for the
State of Iowa

My Commission expires 8-4-23

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ chain link fence has been proposed to be constructed in an overland flowage easement, storm sewer and overland flowage easement, and water main easement on Lot 7 of Chevalia Trace Plat 2 (104 NE 24th Court) in accordance to permit number FN-22-097.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of October 25, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within a sanitary sewer easement, storm sewer easement, and overland flowage easement for Lot 18 of Autumn Park Plat 1.

SYNOPSIS: The owner of 301 NW Sunset Lane has requested approval to install a fence within the sanitary sewer easement, storm sewer easement, and 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 sanitary sewer easement for Autumn Park Plat 1.
Approve storm sewer easement for Autumn Park Plat 1.
Approve overland flowage easement for Autumn Park Plat 1.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within a sanitary sewer easement, storm sewer easement, and overland flowage easement for Lot 18 of Autumn Park Plat 1.

RESOLUTION NO. 10-1822

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SANITARY SEWER EASEMENT, STORM SEWER EASEMENT, AND OVERLAND FLOWAGE EASEMENT FOR LOT 18 OF AUTUMN PARK PLAT 1
301 NW SUSNET LANE

WHEREAS, the owners of Lot 18 in Autumn Park Plat 1 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, storm sewer easement, and 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 fence ("Consent and Agreement") regarding Lot 18, in Autumn Park Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 25th day of October, 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 Michael Renda, a single person, and Joseph Renda, a single person, as joint tenants with full rights of survivorship and not as tenants in common, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

   Lot 18 of Autumn Park Plat 1 (301 NW Sunset Lane), 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, dated July 16, 2012, recorded on July 20, 2012, in Book 14358, Page 313, and granted that certain storm sewer easement, dated July 16, 2012, recorded on July 20, 2012, in Book 14358, Page 304,and granted that certain overland flowage easement, dated July 16, 2012, recorded on July 20, 2012, in Book 14358, Page 299, 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 23rd day of September, 2022

PROPERTY OWNER

Michael Renda

Joseph Renda

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 23rd day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael Renda to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 14th day of October, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph Renda to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ black chain-link fence has been proposed to be constructed in a sanitary ewer easement, storm sewer easement, and overland flowage easement on Lot 18 of Autumn Park Plat 1 (301 NW Sunset Lane) in accordance to permit number FN-22-099.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of October 25, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Lot 32 of Autumn Park Plat 3.

SYNOPSIS: The owner of 500 NW Autumn Park Court has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve overland flowage easement for 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 within overland flowage easement for Lot 32 of Autumn Park Plat 3.

RESOLUTION NO. 10-1922

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 32 OF AUTUMN PARK PLAT 3
500 NW AUTUMN PARK COURT

WHEREAS, the owners of Lot 32 of 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 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 fence ("Consent and Agreement") regarding Lot 32, 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 25th day of October, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

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

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Matthew Karamanlis and Megan Karamanlis, 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 32 of Autumn Park Plat 3 (500 NW Autumn Park Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated November 19, 2013, recorded on December 4, 2013, in Book 15046, Page 73, 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 15 day of October, 2022.

PROPERTY OWNERS

Matthew Karamanlis

Megan Karamanlis

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15 day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew Karamanlis, 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.

DeeAnn Braley
Notary Public in and for the
State of Iowa

My Commission expires 12/16/2024

DEEANN BRALEY
Commission Number 836320
My Commission Expires
December 16, 2024

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15 day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Megan Karamanlis, 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.

DeeAnn Braley
Notary Public in and for the
State of Iowa

My Commission expires 12/16/2024

DEEANN BRALEY
Commission Number 836320
My Commission Expires
December 16, 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 an overland flowage easement on Lot 32 of Autumn Park Plat 3 (500 NW Autumn Park Court) in accordance to permit number FN-22-113.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of October 25, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Beaverbrooke Pointe Plat 3 Lot 81.

SYNOPSIS: The owner of 1209 NE Heritage Dr 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 Beaverbrooke Pointe Plat 3.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Beaverbrooke Pointe Plat 3 Lot 81.

RESOLUTION NO. 10-2022

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 81 IN BEAVERBROOKE POINTE PLAT 3
1209 NE HERITAGE DRIVE

WHEREAS, the owners of Lot 81 in Beaverbrooke Pointe Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement 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 81, Beaverbrooke Pointe 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 25th day of October, 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 Joseph Losh and Lori Losh, a married couple, as joint tenants with full rights of survivorship (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 81 of Beaverbrooke Pointe Plat 3 (1209 NE Heritage Dr), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated November 12, 2019 recorded on January 22, 2020, in Book 17673, Page 855 in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

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

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

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

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

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

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

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

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

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

Signed this 17 day of October, 2022.

PROPERTY OWNERS

Joseph Losh

Lori Losh

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 17 day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph Losh, 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.

NATE D KREIS
Commission Number 819943
My Commission Expires
September 4, 2025

Notary Public in and for the
State of Iowa

My Commission expires Sept 4, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 18 day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lori Losh , 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.

NATE D KREIS
Commission Number 819943
My Commission Expires
September 4, 2025

Notary Public in and for the
State of Iowa

My Commission expires Sept 4, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ chain-link fence has been proposed to be constructed in an overland flowage easement on Lot 81 of Beaverbrooke Pointe Plat 3 (1209 NE Heritage Drive) in accordance to permit number FN-22-116.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of October 25, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 5.

SYNOPSIS: The owner of 1713 NW 8th Street has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve overland flowage easement for Autumn Park West Plat 1.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Autumn Park West Plat 1 Lot 5.

RESOLUTION NO. 10-2122

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 5 IN AUTUMN PARK WEST PLAT 1
1713 NW 8TH STREET

WHEREAS, the owners of Lot 5 in Autumn Park West Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement ("Consent and Agreement") regarding Lot 5, Autumn Park West Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 25th day of October, 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 Jacob Murillo and Renata Murillo, 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 5 of Autumn Park West Plat 1 (1713 NW 8th St), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated September 11, 2018 recorded on November 30, 2018, in Book 17164, Page 765-769, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

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

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

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

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

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

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

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

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

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

Signed this 14th day of October, 2022.

PROPERTY OWNERS

Jacob Murillo

Renata Murillo

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 14th day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jacob Murillo, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
EVANN MARTIN
Commission Number 833219
My Commission Expires
July 20, 2024

Evann Martin
Notary Public in and for the
State of Iowa

My Commission expires 07/20/2024

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 14th day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Renata Murillo, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

NOTARIAL SEAL IOWA
EVANN MARTIN
Commission Number 833219
My Commission Expires
July 20, 2024

Evann Martin
Notary Public in and for the
State of Iowa

My Commission expires 07/20/2024

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ chainlink fence has been proposed to be constructed in an overland flowage easement on Lot 5 of Autumn Park West Plat 1 (1713 NW 8th St) in accordance to permit number FN-22-073.

RESOLUTION NO. 10- 2222

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 25th day of October, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

Council Meeting October 25th, 2022

ABD LICENSE RENEWAL

1. **Kwik Star # 1055 2351 E. 1st**: Class B Wine, Class C Beer, Sunday Sales

2. **Kwik Star # 1024 1450 NE Gateway Dr**: Class B Wine, Class C Beer, Sunday Sales

3. **Casey's #3507 951 Gateway Drive**: Class B Wine, Class C Beer, Class E Liquor Sunday Sales

4. **Casey's #3746 1650 NE Beaverbrooke Drive**: Class B Wine, Class C Beer, Class E Liquor, Sunday Sales

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

Establishment Name: Kwik Star #1055

Establishment Address: 2351 E. 1st Street

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

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

New ☐ **Renewal** X

Fire Department Approval

Fire Inspection Date: 9/20/2022

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: _____

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Kwik Trip, Inc.	Kwik Star #1055	(515) 986-1386

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2351 E 1st St		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
1626 Oak St	La Crosse	Wisconsin	54602-2107

Contact Person

NAME	PHONE	EMAIL
Deanna Hafner	(608) 793-6262	dhafner@kwiktrip.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0030932	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 25, 2022	Nov 24, 2023	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Thomas Reinhart	Onalaska	Wisconsin	54650	Secretary	0.00	Yes
Donald Zietlow	Onalaska	Wisconsin	54650	President	100.00	Yes
Jeffrey Wrobel	La Crosse	Wisconsin	54601	Treasurer	0.00	Yes
deanna hafner	Charles City	Iowa	50616			

Insurance Company Information

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

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

Establishment Name: Kwik Star #1024

Establishment Address: 1450 NE Gateway Drive

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

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

New ☐ **Renewal** X

Fire Department Approval

Fire Inspection Date: 9/27/2022

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: _____

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Kwik Trip, Inc.	Kwik Star #1024	(515) 300-9348

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1450 NE Gateway Ct		Grimes	Dallas	50111

MAILING ADDRESS	CITY	STATE	ZIP
1626 Oak St	La Crosse	Wisconsin	54602-2107

Contact Person

NAME	PHONE	EMAIL
Deanna Hafner	(608) 793-6262	dhafner@kwiktrip.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0030806	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 17, 2022	Dec 16, 2023	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Thomas Reinhart	Onalaska	Wisconsin	54650	Secretary	0.00	Yes
Donald Zietlow	Onalaska	Wisconsin	54650	President	100.00	Yes
Jeffrey Wrobel	La Crosse	Wisconsin	54601	Treasurer	0.00	Yes
deanna hafner	Charles City	Iowa	50616			

Insurance Company Information

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

CITY OF
GRIMES

101 NE Hawwey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

Establishment Name: Casey's # 3507

Establishment Address: 951 SE Gateway Drive

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

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

New ☐ [Renewal X]

Fire Department Approval

Fire Inspection Date: 9/20/2022

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: _____

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #3507	(515) 446-6404

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
951 SE GATEWAY DR		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
PO Box 3001	Ankeny	Iowa	50021

Contact Person

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

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002797	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 28, 2022	Nov 27, 2023	

SUB-PERMITS

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

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

- **Individual Owners**

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

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Carla Heckman						

Insurance Company Information

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

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

Establishment Name: Casey's # 3746

Establishment Address: 1650 NE Beaverbrooke Drive

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

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

New ☐ [Renewal X]

Fire Department Approval

Fire Inspection Date: 9/26/2022

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: _____

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #3746	(515) 300-3265

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1650 NE BEAVERBROOKE BLVD		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
PO Box 3001	Ankeny	Iowa	50021

Contact Person

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

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003170	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 14, 2022	Dec 13, 2023	

SUB-PERMITS

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

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

- **Individual Owners**

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

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Carla Heckman						

Insurance Company Information

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

PAY REQUESTS

AIA Type Document

Application and Certification for Payment

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 6
PERIOD TO: 9/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	2,665,000.00
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	2,665,000.00
4. TOTAL COMPLETED AND STORED TO DATE	$	804,920.12
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	25,106.76
b. 5.00 % of Stored Material	$	15,139.25
Total retainage (Line 5a + 5b)	$	40,246.01
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	764,674.11
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	260,001.77
8. CURRENT PAYMENT DUE	$	504,672.34
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,900,325.89

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

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

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

By: _____ Date: 10.4.22

State of: IA
County of: Pok

LANEY COENEN
Commission Number 816717
My Commission Expires
April 30, 2025

Subscribed and Sworn to before me this 4 Day of October 2022

Notary Public: Laney Coenen

My Commission Expires: 4/30/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

ARCHITECT:

By: _____ Date: _____

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

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 6
PERIOD TO: 9/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	178,363.00	18,200.00	35,630.00	0.00	53,830.00	30.18	124,533.00	2,691.50
2	Surveying	10,500.00	2,500.00	0.00	0.00	2,500.00	23.81	8,000.00	125.00
3	Bond	20,525.12	20,525.12	0.00	0.00	20,525.12	100.00	0.00	1,026.26
4	Overhead and Fee	85,000.00	8,700.00	16,950.00	0.00	25,650.00	30.18	59,350.00	1,282.50
5	Project Preconstruction	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
6	Mobilization	60,000.00	9,000.00	0.00	0.00	9,000.00	15.00	51,000.00	450.00
7	Temp Labor	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00	0.00
8	Temp Material	12,150.00	0.00	0.00	0.00	0.00	0.00	12,150.00	0.00
9	Post Construction Cleaning	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	General Conditions Total	435,538.12	98,925.12	52,580.00	0.00	151,505.12	34.79	284,033.00	7,575.26
Concrete									
033000.1	Mobilization	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00	0.00	1,750.00
033000.2	M-Foundations	118,198.50	44,915.43	61,463.22	0.00	106,378.65	90.00	11,819.85	5,318.93
033000.3	L-Foundations	197,301.50	69,055.53	108,515.82	0.00	177,571.35	90.00	19,730.15	8,878.57
033000.4	M-SOG	36,810.77	0.00	0.00	0.00	0.00	0.00	36,810.77	0.00
033000.5	L-SOG	60,453.05	0.00	0.00	0.00	0.00	0.00	60,453.05	0.00
033000.6	M-SOD	11,935.22	0.00	0.00	0.00	0.00	0.00	11,935.22	0.00
033000.7	L-SOD	36,060.96	0.00	0.00	0.00	0.00	0.00	36,060.96	0.00
033000.8	L-Backfill Footings and Foundations	13,250.00	0.00	3,975.00	0.00	3,975.00	30.00	9,275.00	198.75
033000.9	M/L-Concrete Sealer	466.50	0.00	0.00	0.00	0.00	0.00	466.50	0.00

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 6
PERIOD TO: 9/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
	Concrete Total	509,476.50	148,970.96	173,954.04	0.00	322,925.00	63.38	186,551.50	16,146.25
Structural Steel									
055000.1	L-Mobilization	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
051223.1	L-Freight-Steel Supplier	7,250.00	0.00	0.00	0.00	0.00	0.00	7,250.00	0.00
051223.2	L-Draft-Steel Supplier	25,925.00	20,500.00	3,200.00	0.00	23,700.00	91.42	2,225.00	1,185.00
051223.3	M-Structural Steel	403,660.00	800.00	0.00	300,000.00	300,800.00	74.52	102,860.00	15,040.00
052100.1	M-Steel Joists/Deck	347,000.00	0.00	0.00	0.00	0.00	0.00	347,000.00	0.00
055000.2	M-Metal Fabrications	148,950.00	1,705.00	0.00	0.00	1,705.00	1.14	147,245.00	85.25
055000.3	L-Steel Erection	279,124.00	0.00	0.00	0.00	0.00	0.00	279,124.00	0.00
055000.4	M/L-Grout Columns	1,400.00	0.00	0.00	0.00	0.00	0.00	1,400.00	0.00
	Structural Steel Total	1,215,809.00	23,005.00	3,200.00	300,000.00	326,205.00	26.83	889,604.00	16,310.25
Wood and Plastics									
061000.1	M-Rough Carpentry	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00	0.00
061000.2	L-Rough Carpentry	16,166.00	0.00	0.00	0.00	0.00	0.00	16,166.00	0.00
064100.1	M-Architectural Wood Casework	54,988.78	0.00	0.00	0.00	0.00	0.00	54,988.78	0.00
064100.2	L-Mobilization Carpentry Sub	6,480.00	0.00	0.00	0.00	0.00	0.00	6,480.00	0.00
064100.3	L-Finish Carpentry	37,600.00	0.00	0.00	0.00	0.00	0.00	37,600.00	0.00
	Wood and Plastics Total	124,234.78	0.00	0.00	0.00	0.00	0.00	124,234.78	0.00
Thermal and Moisture									
071400.1	M/L-Fluid Applied Waterproofing @ Elevator Pit	1,500.00	0.00	1,500.00	0.00	1,500.00	100.00	0.00	75.00
078400.1	M/L-Firestopping	680.00	0.00	0.00	0.00	0.00	0.00	680.00	0.00

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 6
PERIOD TO: 9/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
079200.1	M-Joint Sealants	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
079200.2	L-Joint Sealants	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00
	Thermal and Moisture Total	7,180.00	0.00	1,500.00	0.00	1,500.00	20.89	5,680.00	75.00
Openings									
081113.1	M-Hollow Metal Doors and Frames	24,420.00	0.00	0.00	0.00	0.00	0.00	24,420.00	0.00
081416.1	M-Flush Wood Doors	16,402.00	0.00	0.00	0.00	0.00	0.00	16,402.00	0.00
083300.1	M-Side Coiling Security Grilles	35,500.00	0.00	0.00	0.00	0.00	0.00	35,500.00	0.00
083300.2	L-Side Coiling Security Grilles	84,200.00	0.00	0.00	0.00	0.00	0.00	84,200.00	0.00
087100.1	M-Door Hardware	40,205.00	0.00	0.00	0.00	0.00	0.00	40,205.00	0.00
087100.2	M-Knox Box	675.00	0.00	0.00	0.00	0.00	0.00	675.00	0.00
087100.3	M/L-Book Drop	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
	Openings Total	202,902.00	0.00	0.00	0.00	0.00	0.00	202,902.00	0.00
Specialties									
101100.1	M-Visual Display Specialties	1,316.00	0.00	0.00	0.00	0.00	0.00	1,316.00	0.00
101400.1	M-Signage	9,670.00	0.00	0.00	0.00	0.00	0.00	9,670.00	0.00
101400.2	L-Signage	3,650.00	0.00	0.00	0.00	0.00	0.00	3,650.00	0.00
102113.1	M-Plastic Toilet Compartments	2,872.00	0.00	0.00	0.00	0.00	0.00	2,872.00	0.00
102239.1	M-Folding Panel Partitions	47,900.00	0.00	0.00	0.00	0.00	0.00	47,900.00	0.00
102240.1	L-Folding Panel Partitions	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
102600.1	M-Wall & Door Protection	2,311.00	0.00	0.00	0.00	0.00	0.00	2,311.00	0.00
102800.1	M-Toilet, Bath & Laundry Accessories	19,103.00	0.00	0.00	0.00	0.00	0.00	19,103.00	0.00

AIA Type Document

Application and Certification for Payment

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 6
PERIOD TO: 9/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
104400.1	M-Fire Protection Specialties	1,050.00	0.00	0.00	0.00	0.00	0.00	1,050.00	0.00
	Specialties Total	91,872.00	0.00	0.00	0.00	0.00	0.00	91,872.00	0.00
Equipment									
116813.1	M-Playground Equipment	2,785.00	0.00	0.00	2,785.00	2,785.00	100.00	0.00	139.25
116813.2	L-Playground Equipment Install	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
	Equipment Total	6,785.00	0.00	0.00	2,785.00	2,785.00	41.05	4,000.00	139.25
Furnishings									
122400.1	M-Window Shades	4,855.00	0.00	0.00	0.00	0.00	0.00	4,855.00	0.00
122400.2	L-Window Shades	1,533.00	0.00	0.00	0.00	0.00	0.00	1,533.00	0.00
123600.1	M/L-Stone Countertops	50,481.00	0.00	0.00	0.00	0.00	0.00	50,481.00	0.00
	Furnishings Total	56,869.00	0.00	0.00	0.00	0.00	0.00	56,869.00	0.00
Exterior Improvements									
321816.13	M-Playground Protection Surfacing Materials and Freight	6,356.00	0.00	0.00	0.00	0.00	0.00	6,356.00	0.00
321816.13.	L-Playground Protection Surfacing	7,977.60	0.00	0.00	0.00	0.00	0.00	7,977.60	0.00
	Exterior Improvements Total	14,333.60	0.00	0.00	0.00	0.00	0.00	14,333.60	0.00
	REPORT TOTALS	$2,665,000.00	$270,901.08	$231,234.04	$302,785.00	$804,920.12	30.20	$1,860,079.88	$40,246.01

CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT -- Const Manager-Adviser

TO OWNER:
W003 The Weitz Company
5901 Thornton Ave
Des Moines, IA 50321
invoices@weitz.com

Project : Grimes Public Library
F&A Job # 211005

VIA ARCHITECT:

APPLICATION NO: 2
PERIOD TO: 09/30/22
APPLICATION DATE: 09/25/22

FROM CONTRACTOR: FORREST & ASSOCIATE INC
817 SW 9th Street
Des Moines, IA 50309

Contract Date: 12/21/2021

PROJECT NO.: 211005
ORDER #

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1	ORIGINAL CONTRACT SUM	$ 317,587.00
2	Net change by Change Orders	$ 0.00
3	CONTRACT SUM TO DATE (LINE 1+2)	$ 317,587.00
4	TOTAL COMPLETED & STORED TO DATE: (Column G on pg 2)	$ 15,075.00
5	RETAINAGE: (Cear field J20 for retainer invoice) 5% %of Progress Payment	$ 753.75 X
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$ 14,321.25
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 2,683.75
8	CURRENT PAYMENT DUE	$ 11,637.50
9	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 303,265.75

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

Approved By Owner:

Date: Council 10-25-2022

F&A FM130104

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

CONTRACTOR: ***FORREST & ASSOCIATE INC***

By: Ruth R Mark Date: 09/25/22

State of: Iowa
County of: Polk
Subscribed and sworn to before me this 25 day of September 2022

RUTH E BEYER
Commission Number 819528
My Commission Expires
August 15, 2025

Notary Public: Ruth Beyer
My Commission Expires: 15-Aug-22

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . .

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

SCHEDULE OF VALUES - ITEMIZATION SHEET			Due Date	10/25/22				PAGE ___ OF ___ PAGES
The Contractor's APPLICATION FOR AND CERTIFICATION OF PAYMENT (DMPSFM-500), containing Contractor's signed Certificate is attached. In calculations below, amounts are stated to the nearest dollar.							Application No.	2
							Application Date:	9/25/22
							Period To:	9/30/22
Job:	Grimes Public Library		F&A Job #	211005	$	317,587.00	Project No:	211005

A	B	C	D	E	F	G		H	I
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	WORK COMPLETED: Work in Place	WORK COMPLETED: Stored Materials (not in D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
	CONTRACT								$ -
	Materials		$ -			$ -		$ -	$ -
	CMU	$ 7,500.00	$ -	$ 7,500.00		$ 7,500.00		$ -	$ 375.00
	Brick/Limestone Veneer	$ 125,000.00	$ -			$ -		$ 125,000.00	$ -
			$ -			$ -		$ -	$ -
	Labor		$ -			$ -		$ -	$ -
	CMU	$ 8,000.00	$ -	$ 4,000.00		$ 4,000.00		$ 4,000.00	$ 200.00
	Brick/Limestone Veneer	$ 167,000.00	$ -			$ -		$ 167,000.00	$ -
			$ -			$ -		$ -	$ -
	Masonry Caulking	$ 3,313.00	$ -			$ -		$ 3,313.00	$ -
			$ -			$ -		$ -	$ -
	Bid Bond	$ 2,858.00	$ 2,825.00			$ 2,825.00		$ 33.00	$ 141.25
			$ -			$ -		$ -	$ -
	Set-up	$ 1,500.00	$ -	$ 750.00		$ 750.00		$ 750.00	$ 37.50
	Mock-up	$ 2,416.00	$ -			$ -		$ 2,416.00	$ -
			$ -			$ -		$ -	$ -
			$ -			$ -		$ -	$ -
			$ -			$ -		$ -	$ -
			$ -			$ -		$ -	$ -
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			$ -			$ -		$ -	$ -
			$ -			$ -		$ -	$ -
			$ -			$ -		$ -	$ -
> > >	Retainer Requested		$ -			$ -		$ -	$ -
	TOTALS * * * * *	$ 317,587.00	$ 2,825.00	$ 12,250.00	$ -	$ 15,075.00	5%	$ 302,512.00	$ 753.75

Forrest & Associate INC.

Quality Masonry Renovation/Construction Since 1960

817 S.W. 9th Street • Des Moines, Iowa 50309-4579
Phone: 515-283-0497 • Fax: 515-283-0514
Email: Forrest@forrestassociate.com • Website: www.forrestassociate.com

INVOICE No. 13750

W003 **The Weitz Company**
5901 Thornton Ave
Des Moines, IA 50321

email: invoices@weitz.com

DATE September 25, 2022
JOB NO 211005
LOCATION Grimes Public Library

Pay Ap 2

DATE	DESCRIPTION	AMOUNT
	ORIGINAL CONTRACT AMOUNT:	$ **317,587.00**
	Change Orders:	$ -
		$ **317,587.00**
	GROSS CONTRACT COMPLETED TO DATE:	$ **15,075.00**
	Less Previously Billed Gross:	$ **(2,825.00)**
		$ **12,250.00**
	Less Retainage: **5%**	$ **(612.50)**
	Amount Due:	$ **11,637.50**

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of Grimes 101 NE Harvey Street Grimes, IA 50111	PROJECT:	City of Grimes Library 200 NE BeaverBrooke BLVD Grimes, IA 50111	APPLICATION NO:	4	DISTRIBUTION TO:
				PERIOD TO:	9/30/2022	OWNER ☐
				CONTRACT DATE:		CONST. MANAGER ☐
				PROJECT NOS:		ARCHITECT ☐
FROM CONTRACTOR:	AMC Mechanical Inc. 107 Vermeer Road Pella, IA 50219	VIA CONSTRUCTION MANAGER:				FIELD ☐
		VIA ARCHITECT:				OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	ORIGINAL CONTRACT SUM		$ 1,021,680.00
2.	NET CHANGES IN THE WORK		$ 0.00
3.	CONTRACT SUM TO DATE (LINE 1+/-2)		$ 1,021,680.00
4.	TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)		$ 347,235.85
5.	RETAINAGE		
	a. 5 % of Completed Work	$ 5,197.03	
	b. _____ % of Stored Material	$ 12,164.77	
	Total Retainage		$ 17,361.80
6.	TOTAL EARNED LESS RETAINAGE		$ 329,874.05
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT.....		315,253.55
8.	CURRENT PAYMENT DUE.....		$ 14,620.50
9.	BALANCE TO FINISH, PLUS RETAINAGE	$ 691,805.95	

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

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

CONTRACTOR:
By: _____ Date: 9/20/22
State of:
County of:
Subscribed and sworn to before me this _____ day of _____

NOTARIAL SEAL IOWA
MICHELLE L WATSON
Commission Number 819678
My Commission Expires
8/21/2025

Notary Public: Michelle L Watson
My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... $14,620.50
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:
By: _____ Date: _____

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

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

CONTINUATION SHEET

Application Number: 4
Application Date: 9/20/2022
Period To: 9/30/2022
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
Project Items									
01	Bond	12,700.00	12,700.00	0.00	0.00	12,700.00	100	0.00	635.00
02	Mobilization/Supervision/Management	76,100.00	7,610.00	0.00	0.00	7,610.00	10	68,490.00	380.50
03	HVAC Shop Drawings	10,250.00	6,662.50	0.00	0.00	6,662.50	65	3,587.50	333.13
		99,050.00	**26,972.50**	**0.00**	**0.00**	**26,972.50**	**27**	**72,077.50**	**1,348.63**
Plumbing & Piping Labor									
04	Underground Plumbing Labor	34,200.00	0.00	15,390.00	0.00	15,390.00	45	18,810.00	769.50
05	Above Ground Plumbing Labor	103,380.00	0.00	0.00	0.00	0.00	0	103,380.00	0.00
06	VRV Piping Labor	53,373.00	0.00	0.00	0.00	0.00	0	53,373.00	0.00
07	AG Condensate Labor	12,120.00	0.00	0.00	0.00	0.00	0	12,120.00	0.00
08	Plumbing Fixtures Labor	5,545.00	0.00	0.00	0.00	0.00	0	5,545.00	0.00
		208,618.00	**0.00**	**15,390.00**	**0.00**	**15,390.00**	**7**	**193,228.00**	**769.50**
Plumbing Materials & Equipment									
09	Underground Plumbing Materials/EquipRental	33,273.00	0.00	0.00	28,282.05	28,282.05	0	4,990.95	1,414.10
10	Abouve Ground Plumbing Materials	79,867.00	0.00	0.00	67,886.95	67,886.95	0	11,980.05	3,394.35
11	VRV Piping Materials	21,890.00	0.00	0.00	18,606.50	18,606.50	0	3,283.50	930.33
12	Plumbing Fixture and Equipment	39,763.00	0.00	0.00	37,774.85	37,774.85	0	1,988.15	1,888.74
		174,793.00	**0.00**	**0.00**	**152,550.35**	**152,550.35**	**0**	**22,242.65**	**7,627.52**

CONTINUATION SHEET

Application Number: 4
Application Date: 9/20/2022
Period To: 9/30/2022
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
HVAC Labor									
13	HVAC Shop Fabrication Labor	31,900.00	0.00	0.00	0.00	0.00	0	31,900.00	0.00
14	HVAC Equipment Install Labor	16,764.00	0.00	0.00	0.00	0.00	0	16,764.00	0.00
15	HVAC Duct Install	88,250.00	0.00	0.00	0.00	0.00	0	88,250.00	0.00
16	HVAC GRD Trim Labor	6,050.00	0.00	0.00	0.00	0.00	0	6,050.00	0.00
		142,964.00	**0.00**	**0.00**	**0.00**	**0.00**	**0**	**142,964.00**	**0.00**
HVAC Materials & Equipment									
17	HVAC Equipment	246,635.00	56,678.00	0.00	90,745.00	147,423.00	23	99,212.00	7,371.15
18	HVAC Duct Accessories	10,730.00	0.00	0.00	0.00	0.00	0	10,730.00	0.00
19	HVAC GRD Trim Equipment	10,180.00	0.00	0.00	0.00	0.00	0	10,180.00	0.00
20	HVAC Shop Fabrication Materials	44,770.00	0.00	0.00	0.00	0.00	0	44,770.00	0.00
		312,315.00	**56,678.00**	**0.00**	**90,745.00**	**147,423.00**	**18**	**164,892.00**	**7,371.15**
Subcontractors									
21	Controls Sub Contractor	27,950.00	4,900.00	0.00	0.00	4,900.00	18	23,050.00	245.00
22	Insulation Sub Contractor	48,400.00	0.00	0.00	0.00	0.00	0	48,400.00	0.00
23	Test and Balance Subcontractor	7,590.00	0.00	0.00	0.00	0.00	0	7,590.00	0.00
		83,940.00	**4,900.00**	**0.00**	**0.00**	**4,900.00**	**6**	**79,040.00**	**245.00**
		1,021,680.00	**88,550.50**	**15,390.00**	**243,295.35**	**347,235.85**	**10**	**674,444.15**	**17,361.80**

G702/ CMA APPLICATION AND CERTIFICATION For Payment

To: City of Grimes
101 NE Harvey Street
Grimes, IA 50111
kara.devenney@weitz.com

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

PROJECT: Grimes Public Library Complex Phase 2

VIA Achitect: Invision

Application No: 6
Application Date: 9/26/2022
Period From: 9/1/2022
Period To: 9/30/2022
Contract Date:

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

2075

APPLICATION FOR PAYMENT

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

Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM		$ 977,086.00
2 Net Change by Change Orders		$ -
3 CONTRACT SUM TO DATE		$ 977,086.00
4 TOTAL COMPLETED AND STORED TO DATE		$ 218,829.90
5 RETAINAGE:		
a. 5% of Completed work	$ 9,285.76	
b. 5% of Stored Material	$ 1,655.74	
TOTAL RETAINAGE		$ 10,941.50
6 TOTAL EARNED LESS RETAINAGE		$ 207,888.41
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 176,429.39
8 CURRENT PAYMENT DUE		$ 31,459.02
9 BALANCE TO FINISH, INCLUDING RETAINAGE		$ 758,256.10

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

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

CONTRACTOR: Van Maanen Electric, Inc
By: _____ Date: 9/26/22
Nathan Van Maanen, President
State of: Iowa County of: Jasper
Subscribed and sworn before me this 26th day of Septemner, 2022

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

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

CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT:
By: _____ Date: _____

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

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

NOTARIAL SEAL IOWA
TRACY EVANS
Commission Number 760650
My Commission Expires

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NUMBER: 6
APPLICATION DATE: 26-Sep-22
PERIOD FROM: 1-Sep-22
TO: 30-Sep-22
ARCHITECT'S PROJECT NO:

A	B		C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	BALANCE TO FINISH C - G	RETAINAGE
				Previous Applications	This Application: Work in Place	This Application: Stored Materials (not in D or E)				
	Bond		9,770.00	9,770.00			9,770.00	100%	-	488.50
	Basic Electrical Requirements	M	11,976.86	1,795.84			1,795.84	15%	10,181.02	89.79
	Basic Electrical Requirements	L	11,412.00	1,711.60			1,711.60	15%	9,700.40	85.58
	Through Penetration Firestopping	M	852.00	-			-	0%	852.00	-
	Through Penetration Firestopping	L	2,165.00	-			-	0%	2,165.00	-
	Wire and Cable	M	59,358.60	53,720.29			53,720.29	91%	5,638.31	2,686.01
	Wire and Cable	L	31,200.00	-			-	0%	31,200.00	-
	Grounding and Bonding	M	1,351.00	-			-	0%	1,351.00	-
	Grounding and Bonding	L	2,410.00	-			-	0%	2,410.00	-
	Conduit and Boxes	M	56,112.54	47,464.41			47,464.41	85%	8,648.13	2,373.22
	Conduit and Boxes	L	91,400.00	-			-	0%	91,400.00	-
	Electrical Identifiction	M	560.00	-			-	0%	560.00	-
	Electrical Identifiction	L	1,250.00	-			-	0%	1,250.00	-
	Power Systems Study	M	2,140.00	-			-	0%	2,140.00	-
	Power Systems Study	L	1,360.00	-			-	0%	1,360.00	-
	Power Monitoring and Control Systems	M	3,140.00	-			-	0%	3,140.00	-
	Power Monitoring and Control Systems	L	3,150.00	-			-	0%	3,150.00	-
	Lighting Control Systems	M	21,400.00	-			-	0%	21,400.00	-
	Lighting Control Systems	L	12,540.00	-			-	0%	12,540.00	-
	Service Entrance	M	18,741.00	6,559.35			6,559.35	35%	12,181.65	327.97
	Service Entrance	L	12,540.00	4,389.00			4,389.00	35%	8,151.00	219.45
	Dry Type Transformers	M	9,140.00	-			-	0%	9,140.00	-
	Dry Type Transformers	L	9,452.00	-			-	0%	9,452.00	-
	Panelboards	M	21,540.00	9,317.45			9,317.45	43%	12,222.55	465.87
	Panelboards	L	14,652.00	-			-	0%	14,652.00	-
	Wiring Devices	M	16,851.00	-		12,419.76	12,419.76	74%	4,431.24	620.99
	Wiring Devices	L	9,140.00	-			-	0%	9,140.00	-
	Fuses	M	1,250.00	-			-	0%	1,250.00	-
	Fuses	L	2,150.00	-			-	0%	2,150.00	-
	Disconnect Switches	M	5,140.00	1,017.54			1,017.54	20%	4,122.46	50.88
	Disconnect Switches	L	3,150.00	-			-	0%	3,150.00	-
	Contractors	M	3,120.00	-			-	0%	3,120.00	-
	Contactors	L	2,890.00	-			-	0%	2,890.00	-
	Surge Protection Sevices	M	3,412.00	-			-	0%	3,412.00	-
	Surge Protection Sevices	L	950.00	-			-	0%	950.00	-
	LED Lighting	M	137,400.00	38,934.92		20,694.99	59,629.91	43%	77,770.09	2,981.50
	LED Lighting	L	42,100.00	-			-	0%	42,100.00	-
	Basic Communications Systems Requirements	M	3,140.00	-			-	0%	3,140.00	-
	Basic Communications Systems Requirements	L	2,140.00	-			-	0%	2,140.00	-
	Communications Bonding	M	850.00	-			-	0%	850.00	-
	Communications Bonding	L	780.00	-			-	0%	780.00	-
	Interior Communications pathways	M	8,410.00	-			-	0%	8,410.00	-
	Interior Communications pathways	L	12,140.00	-			-	0%	12,140.00	-
	Exterior Communications pathways	M	6,140.00	-			-	0%	6,140.00	-
	Exterior Communications pathways	L	8,140.00	-			-	0%	8,140.00	-

	Identification and Administration	M	850.00	-			-	0%	850.00	-
	Identification and Administration	L	950.00	-			-	0%	950.00	-
	Communication Equipment Rooms	M	4,510.00	-			-	0%	4,510.00	-
	Communication Equipment Rooms	L	8,140.00	-			-	0%	8,140.00	-
	Horizontal Cabling Requirements	M	21,400.00	11,034.75			11,034.75	52%	10,365.25	551.74
	Horizontal Cabling Requirements	L	12,410.00	-			-	0%	12,410.00	-
	Testing	M	570.00	-			-	0%	570.00	-
	Testing	L	840.00	-			-	0%	840.00	-
	Structured Cabling Systems Warranty	M	650.00	-			-	0%	650.00	-
	Structured Cabling Systems Warranty	L	814.00	-			-	0%	814.00	-
	Professional Audio/Video System	M	81,400.00	-			-	0%	81,400.00	-
	Professional Audio/Video System	L	21,600.00	-			-	0%	21,600.00	-
	Paging Systems	M	9,841.00	-			-	0%	9,841.00	-
	Paging Systems	L	7,412.00	-			-	0%	7,412.00	-
	Basic Electronic Safety and Security Systems Requirements	M	3,140.00	-			-	0%	3,140.00	-
	Basic Electronic Safety and Security Systems Requirements	L	4,165.00	-			-	0%	4,165.00	-
	Electronic Access Control	M	28,951.00	-			-	0%	28,951.00	-
	Electronic Access Control	L	16,851.00	-			-	0%	16,851.00	-
	Video Surveillance	M	10,848.00	-			-	0%	10,848.00	-
	Video Surveillance	L	3,154.00	-			-	0%	3,154.00	-
	Rescue Assistance Communication	M	7,331.00	-			-	0%	7,331.00	-
	Rescue Assistance Communication	L	4,120.00	-			-	0%	4,120.00	-
	Fire Alarm and Detection Systems	M	18,383.00	-			-	0%	18,383.00	-
	Fire Alarm and Detection Systems	L	29,850.00	-			-	0%	29,850.00	-
				-			-	0%	-	-
				-			-	0%	-	-
			977,086.00	$185,715.15	$0.00	$33,114.75	$218,829.90	22.40%	$758,256.10	$10,941.50

AIA DOCUMENT G702 • CONTINUATION SHEET • APRIL 1978 EDITION • AIA® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 2006

ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 9/26/2022

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

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

COMPANY
Continental Insurance Company
333 South Wabash
Chicago, IL 60604

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

LOAN NUMBER	POLICY NUMBER
	6081088006

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
08/01/2022	08/01/2023	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

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

REMARKS (Including Special Conditions)

RE: Stored Materials for the Grimes Public Library Complex Phase 2 stored at Van Maanen Warehouse Materials being stored valued at $33,114.75

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE ☐

LOAN #

AUTHORIZED REPRESENTATIVE

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VAN METER

INVOICE

VAN METER INC.
1751 Guthrie Avenue
Des Moines IA 50316-2135
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

INVOICE DATE		OUR INVOICE NUMBER	
08/12/22		S011996964.002	
Bill To#	Ship To#	Price Br	Ship Br
55454	106199	3	8

PLEASE REMIT PAYMENT TO:	DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077	09/26/22

TO VIEW AND PAY ONLINE GO TO:	ENROLLMENT TOKEN
vanmeterinc.billtrust.com	BLQ KHX XLV

BILL TO:
14472 1 MB 0.485 E0095X I0179 D9530492770 S2 P9202878 0001:0002

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DR
NEWTON IA 50208-9400

SHIP TO:

VAN MAANEN ELEC GRIMES PUBLIC LIB
500 IOWA SPEEDWAY DR
NEWTON IA 50208

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
1407	Josh Hetzler		Nate Tigges URB 2617	
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Taylor Eivins URB	BW BEST WAY	1% 10 DAYS NET 45	02/28/22	08/12/22

ORDER QTY	SHIP QTY	DESCRIPTION	Unit Price/UM	Extension
9	9	AB-31-4 & TMP-85 * Component of : P1	30.625/E	275.63

Please note! Information Update!

Please send your remittance to ACHremittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

If paid by 08/22/22 you may deduct $2.76
Invoice is due by 09/26/22 net of any cash discount.

Invoice Questions?
Call Taylor Eivins at
515-262-9609

Subtotal	**$275.63**
Shipping & Handling	
Sales Tax	**$0.00**
Amount Due	**$275.63**

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.

For complete terms and conditions and EEO Compliance regulations please go to https://www.vanmeterinc.com/terms-of-sale

The Terms and Conditions at the listed web page are subject to change from time to time. A hard copy or email or fax copy of the Terms and Conditions is available upon request.
Past due invoices are subject to 1.5% late payment fee.

0001:0002

VAN METER

INVOICE

VAN METER INC.
1751 Guthrie Avenue
Des Moines IA 50316-2135
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

INVOICE DATE		OUR INVOICE NUMBER	
08/01/22		S011996962.003	
Bill To#	Ship To#	Price Br	Ship Br
55454	106199	3	8
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			09/15/22
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		BLQ KHX XLV	

BILL TO:
25559 1 MB 0.485 E0445 I0647 D9491203512 S2 P9183490 0003:0003

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DR
NEWTON IA 50208-9400

SHIP TO:

VAN MAANEN ELEC GRIMES PUBLIC LIB
500 IOWA SPEEDWAY DR
NEWTON IA 50208

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
1407	Josh Hetzler		Nate Tigges URB 2617	
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Taylor Eivins URB	BW BEST WAY	1% 10 DAYS NET 45	02/28/22	08/01/22

ORDER QTY	SHIP QTY	DESCRIPTION	Unit Price/UM	Extension
1	1	LIGHTING CONTROLS LOT - INCLUDES BASE, ALT. 1, 2, 5, 7 & 8 CONTROLS * Component of : CNTRLS	8752.733/E	8752.73

Please note! Information Update!

Please send your remittance to ACHremittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

If paid by 08/11/22 you may deduct $87.53
Invoice is due by 09/15/22 net of any cash discount.

Invoice Questions?
Call Taylor Eivins at
515-262-9609

Subtotal	$8,752.73
Shipping & Handling	
Sales Tax	$0.00
Amount Due	**$8,752.73**

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.

For complete terms and conditions and EEO Compliance regulations please go to https://www.vanmeterinc.com/terms-of-sale

The Terms and Conditions at the listed web page are subject to change from time to time. A hard copy or email or fax copy of the Terms and Conditions is available upon request. Past due invoices are subject to 1.5% late payment fee.

0003:0003

VAN METER

INVOICE

VAN METER INC.
1751 Guthrie Avenue
Des Moines IA 50316-2135
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

INVOICE DATE		OUR INVOICE NUMBER	
08/15/22		S011996965.006	
Bill To#	Ship To#	Price Br	Ship Br
55454	106199	3	8

PLEASE REMIT PAYMENT TO:	DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077	09/29/22

TO VIEW AND PAY ONLINE GO TO:	ENROLLMENT TOKEN
vanmeterinc.billtrust.com	BLQ KHX XLV

BILL TO:
14472 1 MB 0.485 E0095 I0180 D9540198840 S2 P9202878 0002:0002

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DR
NEWTON IA 50208-9400

SHIP TO:

VAN MAANEN ELEC GRIMES PUBLIC LIB
500 IOWA SPEEDWAY DR
NEWTON IA 50208

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
1407	Josh Hetzler		Nate Tigges URB 2617	
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Taylor Eivins URB	BW BEST WAY	1% 10 DAYS NET 45	02/28/22	08/15/22

ORDER QTY	SHIP QTY	DESCRIPTION	Unit Price/UM	Extension
1	1	LOT: HUBBELL 3 - 8LCML30L40K8-BT * Component of :F6 1 - 8LCHL60L40K8-BT * Component of :F6B 1 - TYPE F6AE: LC8HLEM 1 - TYPE F6BE: LC8HLEM 3 - TYPE F7E: MPS4-40XL-CW-EDU-ELL14	1234.590/E	1234.59

Please note! Information Update!

Please send your remittance to ACHremittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

If paid by 08/25/22 you may deduct $12.35
Invoice is due by 09/29/22 net of any cash discount.

Invoice Questions?
Call Taylor Eivins at
515-262-9609

Subtotal	**$1,234.59**
Shipping & Handling	
Sales Tax	**$0.00**
Amount Due	**$1,234.59**

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.

For complete terms and conditions and EEO Compliance regulations please go to https://www.vanmeterinc.com/terms-of-sale

The Terms and Conditions at the listed web page are subject to change from time to time. A hard copy or email or fax copy of the Terms and Conditions is available upon request. Past due invoices are subject to 1.5% late payment fee.

0002:0002

VAN METER

INVOICE

VAN METER INC.
1751 Guthrie Avenue
Des Moines IA 50316-2135
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

INVOICE DATE		OUR INVOICE NUMBER	
08/19/22		S011996964.004	
Bill To#	Ship To#	Price Br	Ship Br
55454	106199	3	8
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			10/03/22
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		BLQ KHX XLV	

BILL TO:
12987 1 MB 0.485 E0044X I0075 D9572849804 S2 P9212486 0001:0003

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DR
NEWTON IA 50208-9400

SHIP TO:

VAN MAANEN ELEC GRIMES PUBLIC LIB
500 IOWA SPEEDWAY DR
NEWTON IA 50208

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
1407	Josh Hetzler		Nate Tigges URB 2617	
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Taylor Eivins URB	BW BEST WAY	1% 10 DAYS NET 45	02/28/22	08/19/22

ORDER QTY	SHIP QTY	DESCRIPTION	Unit Price/UM	Extension
9	9	WDA 16 F5J 17D C03 BK ABG RP25A FGIUS BK ASSY13956 * Component of : P1	925.349/E	8328.14

Please note! Information Update!

Please send your remittance to ACHremittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

If paid by 08/29/22 you may deduct $83.28
Invoice is due by 10/03/22 net of any cash discount.

Invoice Questions?
Call Taylor Eivins at
515-262-9609

Subtotal	**$8,328.14**
Shipping & Handling	
Sales Tax	**$0.00**
Amount Due	**$8,328.14**

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.

For complete terms and conditions and EEO Compliance regulations please go to https://www.vanmeterinc.com/terms-of-sale

The Terms and Conditions at the listed web page are subject to change from time to time. A hard copy or email or fax copy of the Terms and Conditions is available upon request. Past due invoices are subject to 1.5% late payment fee.

0001:0003

VAN METER

INVOICE

VAN METER INC.
1751 Guthrie Avenue
Des Moines IA 50316-2135
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

INVOICE DATE		OUR INVOICE NUMBER	
08/23/22		S011996965.008	
Bill To#	Ship To#	Price Br	Ship Br
55454	106199	3	8
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			10/07/22
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		BLQ KHX XLV	

BILL TO:
12987 1 MB 0.485 E0044 I0076 D9572849806 S2 P9212486 0002:0003

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DR
NEWTON IA 50208-9400

SHIP TO:

VAN MAANEN ELEC GRIMES PUBLIC LIB
500 IOWA SPEEDWAY DR
NEWTON IA 50208

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
1407	Josh Hetzler		Nate Tigges URB 2617	
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Taylor Eivins URB	BW BEST WAY	1% 10 DAYS NET 45	02/28/22	08/23/22

ORDER QTY	SHIP QTY	DESCRIPTION	Unit Price/UM	Extension
1	1	LOT: HUBBELL 3 - TYPE F6: LC8ML 4 - TYPE F6A: LC8HL 4 - 8LCHL45L40K8-BT * Component of :F6A 1 - TYPE F6B: LC8HL 2 - TYPE F6E: LC8MLEM	1301.780/E	1301.78

Please note! Information Update!

Please send your remittance to ACHremittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

If paid by 09/02/22 you may deduct $13.02
Invoice is due by 10/07/22 net of any cash discount.

Invoice Questions?
Call Taylor Eivins at
515-262-9609

Subtotal	**$1,301.78**
Shipping & Handling	
Sales Tax	**$0.00**
Amount Due	**$1,301.78**

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.
For complete terms and conditions and EEO Compliance regulations please go to https://www.vanmeterinc.com/terms-of-sale

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0002:0003

VAN METER

INVOICE

VAN METER INC.
1751 Guthrie Avenue
Des Moines IA 50316-2135
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

INVOICE DATE		OUR INVOICE NUMBER	
08/26/22		S012257173.003	
Bill To#	Ship To#	Price Br	Ship Br
55454	106199	3	8
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			10/10/22
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		BLQ KHX XLV	

BILL TO:
17582 1 MB 0.485 E0006 I0011 D9594121918 S2 P9221328 0002:0003

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DR
NEWTON IA 50208-9400

SHIP TO:

VAN MAANEN ELEC GRIMES PUBLIC LIB
500 IOWA SPEEDWAY DR
NEWTON IA 50208

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
1407	Josh Hetzler		Nate Tigges URB 2617	
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Taylor Eivins URB	BW BEST WAY	1% 10 DAYS NET 45	07/29/22	08/26/22

ORDER QTY	SHIP QTY	DESCRIPTION	Unit Price/UM	Extension
1	1	TYPE REPL F10: 15L-CC-AI-6-C1-40K-I050-D01-1C-UNV- W3	376.000/E	376.00

Please note! Information Update!

Please send your remittance to ACHremittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

If paid by 09/05/22 you may deduct $3.76
Invoice is due by 10/10/22 net of any cash discount.

Invoice Questions?
Call Taylor Eivins at
515-262-9609

Subtotal	$376.00
Shipping & Handling	$62.37
Sales Tax	$0.00
Amount Due	**$438.37**

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.
For complete terms and conditions and EEO Compliance regulations please go to https://www.vanmeterinc.com/terms-of-sale

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Past due invoices are subject to 1.5% late payment fee.

0002:0003

VAN METER

VAN METER INC.
1751 Guthrie Avenue
Des Moines IA 50316-2135
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

INVOICE

INVOICE DATE		OUR INVOICE NUMBER	
08/29/22		S011996965.010	
Bill To#	Ship To#	Price Br	Ship Br
55454	106199	3	8
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			10/13/22
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		BLQ KHX XLV	

BILL TO:
14124 1 MB 0.515 E0039X I0067 D9599112498 S2 P9229418 0001:0005

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DR
NEWTON IA 50208-9400

SHIP TO:

VAN MAANEN ELEC GRIMES PUBLIC LIB
500 IOWA SPEEDWAY DR
NEWTON IA 50208

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
1407	Josh Heizler		Nate Tigges URB 2617	
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Taylor Eivins URB	BW BEST WAY	1% 10 DAYS NET 45	02/28/22	08/29/22

ORDER QTY	SHIP QTY	DESCRIPTION	Unit Price/UM	Extension
1	1	LOT: HUBBELL 2 - 8LCML30L40K8-BT * Component of :F6E 1 - 8LCHL45L40K8-BT * Component of :F6AE 1 - 8LCHL60L40K8-BT * Component of :F6BE	363.750/E	363.75

Please note! Information Update!

Please send your remittance to ACHremittance@vanmeterinc.com

Questions about your invoice, statement or account?
Please email ar@vanmeterinc.com

If paid by 09/08/22 you may deduct $3.64
Invoice is due by 10/13/22 net of any cash discount.

Invoice Questions?
Call Taylor Eivins at
515-262-9609

Subtotal	$363.75
Shipping & Handling	
Sales Tax	$0.00
Amount Due	$363.75

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.
For complete terms and conditions and EEO Compliance regulations please go to https://www.vanmeterinc.com/terms-of-sale

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A hard copy or email or fax copy of the Terms and Conditions is available upon request.
Past due invoices are subject to 1.5% late payment fee.

0001:0005

INVOICE

GraybaR.

600 EAST 4TH ST
DES MOINES IA 50309-1848

Invoice Questions Please Call or Email
515-447-4500 or ARQuestions@graybar.com

Invoice No: **9328185400**
Invoice Date: 08/11/2022
Account Number: JP8995632
Account Name: VAN MANNEN ELE: GRIMES PUBLIC LIBRARY

Remit Payments To:
GRAYBAR ELECTRIC COMPANY, INC.
12437 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0124

Ship to:
VAN MANNEN ELE: GRIMES PUBLIC LIBRARY
VAN MANNEN ELE: GRIMES PUBLIC LIBRARY
500 IOWA SPEEDWAY DRIVE
NEWTON IA 50208

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DR
Newton IA 50208-9400

PO #: 1533						SO#: 379144613
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
0379144613			08/10/2022	FACTORY		

Ordered by: Nathan Van Maanen

Quantity	Catalog # / Description	Unit Price / Unit	Amount
48	FPCTCAL WIREMOLD CO FLOORPORT FLANGED CUTOUT TOP AL ITEM#: P/N: WM-FPCTCAL	83.98 / 1	4,031.04
21	RFBA4R25 WIREMOLD CO	119.10 / 1	2,501.10

PAY INVOICES QUICKLY and EASILY ONLINE!

Use our customer portal for all your account needs. Make payments, obtain invoice copies, find proof of deliveries and more! Registering is easy. Contact your local branch or visit *billpay.graybar.com* to sign up.

Terms of Payment

1% 10th Prox., net 15th Prox.

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	6,532.14
Freight	0.00
Handling	0.00
Tax	0.00
Total Due	6,532.14
Cash Discount (if paid within terms)	-65.32

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: Kennybrook Wetland (Landscaping)
Contractor: Redbud Landscaping, LLC
Address: 1208 E 20th Court, Des Moines, IA 50317
Finance Budget Code: 319-865-6490 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: June 22, 2021 ***Vendor #*** 3569

Date of Council Meeting: October 25, 2022 **PAYMENT REQUEST #** 4

PAYMENT PERIOD: From: August 12, 2022 Through: October 13, 2022

Contract Summary

Original Contract Amount:	$ 60,130.50			
Net change by Change Orders:	$ 5,521.00			
Contract Amount to Date: (line 1 ± 2)		$ 65,651.50		
Total completed and stored to date:	$ 59,701.50			
Retainage: 5 % of Completed Work:	$ 2,985.08			
Total Earned less Retainage:		$ 56,716.43		
Less previous applications for payment:		$ 53,757.18		
SUBTOTAL			$	2,959.25
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	2,959.25
Balance to finish, including retainage:		$ 8,935.08		
Contract Time Remaining (If applicable)	-	WORKING DAYS		

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

Construction Contractor Approval: Redbud Landscaping, LLC
Firm Name
Signature
10/14/2022
Date

Engineer / Consultant Approval: Nilles Associates, Inc.
Firm Name
Signature
10/14/2022
Date

City of Grimes Staff Approval:
Signature
10-20-22
Date

City of Grimes Council Approval: Council - 10-25-22
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: 10/14/2022

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
2.01	VEGETATION REMOVAL FOR NATIVE SEEDING	AC	0.50		0.50	$ 3,500.00	$ 1,750.00	0.50	$ 1,750.00	-	100.00%
2.02	TURF REMOVAL, PLANTING BED AREAS	SY	384.00		384.00	$ 5.00	$ 1,920.00	384.00	$ 1,920.00	-	100.00%
2.03	AMEND TOPSOIL WITH COMPOST, PLANTING BED AREAS	CY	3.00		3.00	$ 100.00	$ 300.00	3.00	$ 300.00	-	100.00%
8.01	TEMPORARY TRAFFIC CONTROL	LS	1.00	(1.00)	-	$ 900.00	$ -		$ -	-	0.00%
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.50		0.50	$ 2,150.00	$ 1,075.00	0.50	$ 1,075.00	-	100.00%
9.02	HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM)	AC	4.00		4.00	$ 3,400.00	$ 13,600.00	4.00	$ 13,600.00	-	100.00%
9.03	CONVENTIONAL SEEDING, CUSTOM NATIVE DRY-MESIC SEED MIXTURE	AC	2.50		2.50	$ 2,400.00	$ 6,000.00	2.50	$ 6,000.00	-	100.00%
9.04	CONVENTIONAL SEEDING, CUSTOM NATIVE WET-MESIC SEED MIXTURE	AC	1.00		1.00	$ 2,600.00	$ 2,600.00	1.00	$ 2,600.00	-	100.00%
9.05	NATIVE VEGETATION ESTABLISHMENT, 3.5 ACRES	TRIP	6.00		6.00	$ 1,050.00	$ 6,300.00	2.00	$ 2,100.00	4.00	33.33%
9.06	SHRUBS AND PERENNIALS, WITH WARRANTY	EA	152.00		152.00	$ 37.00	$ 5,624.00	152.00	$ 5,624.00	-	100.00%
9.07	SHREDDED CYPRESS MULCH	SY	384.00		384.00	$ 11.00	$ 4,224.00	384.00	$ 4,224.00	-	100.00%
9.08	IOWA FIELD STONE BOULDERS	TON	5.00		5.00	$ 315.00	$ 1,575.00	5.00	$ 1,575.00	-	100.00%
9.09	LIMESTONE EDGING	LF	200.00		200.00	$ 14.00	$ 2,800.00	200.00	$ 2,800.00	-	100.00%
9.10	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2C	SY	3,600.00	514.00	4,114.00	$ 1.50	$ 6,171.00	4,114.00	$ 6,171.00	-	100.00%
9.11	SURFACE ROUGHENING	SY	14,250.00		14,250.00	$ 0.25	$ 3,562.50	14,250.00	$ 3,562.50	-	100.00%
11.01	MOBILIZATION	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	-	100.00%
12.01	DRY CREEK BED	LS		1.00	1.00	$ 1,900.00	$ 1,900.00	1.00	$ 1,900.00	-	100.00%
12.02	EROSION REPAIR, TOPSOIL & COCONUT FIBER MAT	LS		1.00	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	-	100.00%
12.03	PLANTING BED AREA WEEDS MAINTENANCE	TRIP		9.00	9.00	$ 250.00	$ 2,250.00	2.00	$ 500.00	7.00	22.22%
	TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE						$ 65,651.50		$ 59,701.50		90.94%

Date printed: 10/14/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 11, 2022	$ 39,432.13
2	June 14, 2022	$ 13,389.30
3	August 23, 2022	$ 935.75
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 53,757.18**

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	$ 1,771.00
2	August 23, 2022	$ 3,750.00
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TOTAL **$ 5,521.00**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	June 22, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 10/14/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: County Line Road Traffic Improvements
Contractor: Van Maanen Electric, Inc.
Address: 500 Iowa Speedway Drive, Newton, IA 50208
Finance Budget Code: 334-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 10, 2022 **Vendor #** 2161

Date of Council Meeting: October 25, 2022 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: May 10, 2022 Through: September 30, 2022

Contract Summary

Original Contract Amount:	$ 71,429.49		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 71,429.49	
Total completed and stored to date:	$ 18,812.06		
Retainage: 5 % of Completed Work:	$ 940.60		
Total Earned less Retainage:		$ 17,871.46	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 17,871.46
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 17,871.46
Balance to finish, including retainage:		$ 53,558.03	
Contract Time Remaining (If applicable)		Working Days	

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

Construction Contractor Approval: Van Maanen Electric, Inc. (Firm Name)
Signature — Date: 10/18/2022

Engineer / Consultant Approval: Bolton & Menk, Inc. (Firm Name)
Signature — Date: 10/18/2022

City of Grimes Staff Approval:
Signature — Date: 10-20-22

City of Grimes Council Approval: Council - 10-25-22
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: 10/17/2022

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	8-PHASE CONTROLLER CABINET, 12" RISER, AND ACCESSORIES*	LS	1.00		1.00	$ 4,685.00	$ 4,685.00		$ -	1.00	0.00%
2	UNINTERRUPTABLE POWER SUPPLY*	LS	1.00		1.00	$ 1,870.00	$ 1,870.00		$ -	1.00	0.00%
3	ETHERNET SWITCH*	EACH	1.00		1.00	$ 285.00	$ 285.00		$ -	1.00	0.00%
4	FO TERMINATION PANEL AND ENCLOSURE*	EACH	1.00		1.00	$ 285.00	$ 285.00		$ -	1.00	0.00%
5	VIDEO DETECTION SYSTEM*	LS	1.00		1.00	$ 550.00	$ 550.00		$ -	1.00	0.00%
6	12" LED R, Y, G,Y>,G> (ALL LED) MAST ARM MOUNT*	EACH	1.00		1.00	$ 305.00	$ 305.00		$ -	1.00	0.00%
7	12" LED R, Y, G,Y>,G> (ALL LED) POLE MOUNT*	EACH	1.00		1.00	$ 305.00	$ 305.00		$ -	1.00	0.00%
8	12" LED <R,<Y,<FY,<G (ALL LED) MAST ARM MOUNT*	EACH	4.00		4.00	$ 305.00	$ 1,220.00		$ -	4.00	0.00%
9	12" LED R,Y,G (ALL LED) MAST ARM MOUNT*	EACH	4.00		4.00	$ 285.00	$ 1,140.00		$ -	4.00	0.00%
10	12" LED R,Y,G (ALL LED) POLE MOUNT*	EACH	3.00		3.00	$ 285.00	$ 855.00		$ -	3.00	0.00%
11	POWER SUPPLY	EACH	1.00		1.00	$ 2,400.00	$ 2,400.00		$ -	1.00	0.00%
12	TYPE I - PRE-CAST CONCRETE HANDHOLE	EACH	3.00		3.00	$ 765.00	$ 2,295.00	1.80	$ 1,377.00	1.20	60.00%
13	TYPE IV - 30" X 48" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	1.00		1.00	$ 3,338.00	$ 3,338.00	0.37	$ 1,235.06	0.63	37.00%
14	SIGNAL CABLE - 16C #14 AWG	LIN FT	559.00		559.00	$ 3.47	$ 1,939.73		$ -	559.00	0.00%
15	VIDEO DETECTION CABLES	LIN FT	590.00		590.00	$ 2.25	$ 1,327.50		$ -	590.00	0.00%
16	LUMINAIRE CABLE - 1C #8 AWG	LIN FT	561.00		561.00	$ 1.42	$ 796.62		$ -	561.00	0.00%
17	POWER - 1C #6	LIN FT	34.00		34.00	$ 1.77	$ 60.18		$ -	34.00	0.00%
18	GROUND - 1C #6 BARE	LIN FT	714.00		714.00	$ 1.60	$ 1,142.40		$ -	714.00	0.00%
19	TRACER - 1C #10	LIN FT	714.00		714.00	$ 1.20	$ 856.80		$ -	714.00	0.00%
20	PULL TAPE	LIN FT	714.00		714.00	$ 0.59	$ 421.26		$ -	714.00	0.00%
21	2" PVC, TRENCHED	LIN FT	-		-	$ -	$ -		$ -	-	0.00%
22	2" PVC, PUSHED	LIN FT	-		-	$ -	$ -		$ -	-	0.00%
23	3" PVC, TRENCHED	LIN FT	163.00		163.00	$ 18.00	$ 2,934.00		$ -	163.00	0.00%
24	3" PVC, PUSHED	LIN FT	515.00		515.00	$ 21.00	$ 10,815.00		$ -	515.00	0.00%
25	CONTROLLER CABINET FOOTING	EACH	1.00		1.00	$ 1,125.00	$ 1,125.00		$ -	1.00	0.00%
26	SIGNAL POLE FOOTING 3'-0" DIA. X 14'-0"	EACH	1.00		1.00	$ 3,800.00	$ 3,800.00	1.00	$ 3,800.00	-	100.00%
27	SIGNAL POLE FOOTING 3'-0" DIA. X 16'-0"	EACH	2.00		2.00	$ 4,000.00	$ 8,000.00	2.00	$ 8,000.00	-	100.00%
28	SIGNAL POLE FOOTING 3'-6" DIA. X 18'-0"	EACH	1.00		1.00	$ 4,400.00	$ 4,400.00	1.00	$ 4,400.00	-	100.00%
29	STEEL COMBINATION SIGNAL/LIGHTING - 44' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,400.00	$ 2,400.00		$ -	1.00	0.00%
30	STEEL COMBINATION SIGNAL/LIGHTING - 48' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,500.00	$ 2,500.00		$ -	1.00	0.00%
31	STEEL COMBINATION SIGNAL/LIGHTING - 52' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,700.00	$ 2,700.00		$ -	1.00	0.00%
32	STEEL SIGNAL - 62' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,900.00	$ 2,900.00		$ -	1.00	0.00%
33	LUMINAIRE FIXTURE	EACH	3.00		3.00	$ 746.00	$ 2,238.00		$ -	3.00	0.00%
34	STREETNAME SIGN - (126" X 24"), MAST-ARM MOUNTED*	EACH	2.00		2.00	$ 200.00	$ 400.00		$ -	2.00	0.00%
35	STREETNAME SIGN - (42" X 24"), MAST-ARM MOUNTED*	EACH	2.00		2.00	$ 170.00	$ 340.00		$ -	2.00	0.00%
36	TRAFFIC SIGN, R3-5L, (30" X 36"), MAST-ARM MOUNTED*	EACH	4.00		4.00	$ 160.00	$ 640.00		$ -	4.00	0.00%
37	TRAFFIC SIGN, R3-5R, (30" X 36"), MAST-ARM MOUNTED*	EACH	1.00		1.00	$ 160.00	$ 160.00		$ -	1.00	0.00%
	TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE						$ 71,429.49		$ 18,812.06		-73.66%

Date printed: 10/18/2022

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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Record of Change Orders

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TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 10/18/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: October 25, 2022 **PAYMENT REQUEST #** 2

PAYMENT PERIOD: From: August 28, 2022 Through: October 1, 2022

Contract Summary

Original Contract Amount:	$ 1,545,000.00			
Net change by Change Orders:	$ 13,940.00			
Contract Amount to Date: (line 1 ± 2)		$ 1,558,940.00		
Total completed and stored to date:	$ 311,325.50			
Retainage: 5 % of Completed Work:	$ 15,566.28			
Total Earned less Retainage:		$ 295,759.23		
Less previous applications for payment:		$ 95,089.77 ~~78~~		
SUBTOTAL			$	200,669.46 ~~45~~
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	200,669.46 ~~45~~
Balance to finish, including retainage:		$ 1,263,180.78		
Contract Time Remaining (If applicable)	32.00 Working Days			

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

Construction Contractor Approval: Halbrook Excavating
Firm Name

Signature — Date: 10/7/2022

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Nicholle Jungren
Signature — Date: October 5, 2022

City of Grimes Staff Approval: Matt Ahrens
Signature — Date: 10-20-22

City of Grimes Council Approval: Council - 10-25-22
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: 10/7/2022

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
2.01	Clearing and Grubbing	LS	1.00		1.00	$ 21,000.00	$ 21,000.00	1.00	$ 21,000.00	-	100.00%
2.02	Topsoil, On-Site, Compost-amended	CY	790.00		790.00	$ 100.00	$ 79,000.00	100.00	$ 10,000.00	690.00	12.66%
2.03	Excavation, Class 10	CY	1,900.00		1,900.00	$ 35.00	$ 66,500.00	775.00	$ 27,125.00	1,125.00	40.79%
2.04	Subgrade Preparation, 6in Thickness	SY	6,485.00		6,485.00	$ 4.00	$ 25,940.00	1,236.00	$ 4,944.00	5,249.00	19.06%
2.05	Subbase Granular, 6in Thickness	SY	6,485.00		6,485.00	$ 14.00	$ 90,790.00	1,236.00	$ 17,304.00	5,249.00	19.06%
2.06	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	0.25	$ 1,625.00	0.75	25.00%
2.07	Below Grade Excavation (Core Out)	CY	500.00		500.00	$ 10.00	$ 5,000.00		$ -	500.00	0.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	$ 6,500.00	$ 6,500.00		$ -	1.00	0.00%
4.01	Storm Sewer, Trenched, RCP, 15 in	LF	1,009.00		1,009.00	$ 65.00	$ 65,585.00	83.00	$ 5,395.00	926.00	8.23%
4.02	Storm Sewer, Trenched, RCP, 18 in	LF	130.00		130.00	$ 75.00	$ 9,750.00		$ -	130.00	0.00%
4.03	Storm Sewer, Trenched, RCP, 24 in	LF	8.00		8.00	$ 125.00	$ 1,000.00		$ -	8.00	0.00%
4.04	Storm Sewer, Trenched, RCP, 30 in	LF	24.00		24.00	$ 130.00	$ 3,120.00		$ -	24.00	0.00%
4.05	Storm Sewer, Trenched, RCP, 36 in	LF	27.00		27.00	$ 150.00	$ 4,050.00		$ -	27.00	0.00%
4.06	Storm Sewer, Trenched, RCP, 42 in	LF	155.00		155.00	$ 185.00	$ 28,675.00		$ -	155.00	0.00%
4.07	Removal of Storm Sewer, Less than 36 in	LF	515.00		515.00	$ 10.00	$ 5,150.00		$ -	515.00	0.00%
4.08	Removal of Storm Sewer, Greater than 36 in	LF	126.00		126.00	$ 25.00	$ 3,150.00		$ -	126.00	0.00%
4.09	Pipe Culvert, Trenched, RCP, 60 in	LF	67.00		67.00	$ 350.00	$ 23,450.00		$ -	67.00	0.00%
4.10	Pipe Apron, Concrete, 15 in	EA	2.00		2.00	$ 2,500.00	$ 5,000.00	1.00	$ 2,500.00	1.00	50.00%
4.11	Pipe Apron, Concrete, 36 in	EA	1.00		1.00	$ 5,500.00	$ 5,500.00		$ -	1.00	0.00%
4.12	Pipe Apron, Concrete, 60 in	EA	1.00		1.00	$ 10,000.00	$ 10,000.00		$ -	1.00	0.00%
4.13	Pipe Apron, Modifed	LS	1.00		1.00	$ 35,000.00	$ 35,000.00		$ -	1.00	0.00%
4.14	Connection to Existing Storm Sewer	EA	5.00		5.00	$ 1,875.00	$ 9,375.00		$ -	5.00	0.00%
4.15	Subrains, Soild Wall, 4 in	LF	150.00		150.00	$ 25.00	$ 3,750.00		$ -	150.00	0.00%
4.16	Subdrain Cleanouts	EA	1.00		1.00	$ 750.00	$ 750.00		$ -	1.00	0.00%
4.17	Subdrain Outlets and Connections	EA	1.00		1.00	$ 250.00	$ 250.00		$ -	1.00	0.00%
5.01	Valve Box Adjustment	EA	14.00		14.00	$ 550.00	$ 7,700.00		$ -	14.00	0.00%
6.01	Manhole, SW-401, 48 in	EA	1.00		1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	0.00%
6.02	Manhole, SW-401, 60 in	EA	1.00		1.00	$ 6,500.00	$ 6,500.00		$ -	1.00	0.00%
6.03	Manhole, SW-401, 60 in, Modified	EA	1.00		1.00	$ 6,500.00	$ 6,500.00		$ -	1.00	0.00%
6.04	Manhole, SW-401, 72 in	EA	1.00		1.00	$ 7,000.00	$ 7,000.00		$ -	1.00	0.00%
6.05	Manhole, SW-401, 4ft x 6ft	EA	1.00		1.00	$ 7,500.00	$ 7,500.00		$ -	1.00	0.00%
6.06	Intake, SW-501	EA	2.00		2.00	$ 3,500.00	$ 7,000.00	1.00	$ 3,500.00	1.00	50.00%
6.07	Intake, SW-503	EA	1.00		1.00	$ 5,500.00	$ 5,500.00		$ -	1.00	0.00%
6.08	Intake, SW-505	EA	1.00		1.00	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00	-	100.00%
6.09	Intake, SW-507	EA	2.00		2.00	$ 5,000.00	$ 10,000.00		$ -	2.00	0.00%
6.10	Intake, SW-512, 24 in	EA	7.00		7.00	$ 3,000.00	$ 21,000.00	1.00	$ 3,000.00	6.00	14.29%
6.11	Intake, SW-512, 30 in	EA	3.00		3.00	$ 3,500.00	$ 10,500.00		$ -	3.00	0.00%
6.12	Intake, SW-512, 36 in	EA	1.00		1.00	$ 4,500.00	$ 4,500.00		$ -	1.00	0.00%
6.13	Intake, SW-501 - Modified	EA	7.00		7.00	$ 3,500.00	$ 24,500.00		$ -	7.00	0.00%
6.14	Intake, SW-505 - Modified	EA	5.00		5.00	$ 6,000.00	$ 30,000.00		$ -	5.00	0.00%
6.15	Manhole Adjustment, Minor	EA	5.00		5.00	$ 1,500.00	$ 7,500.00	1.00	$ 1,500.00	4.00	20.00%
6.16	Manhole Adjustment, Major	EA	1.00		1.00	$ 2,750.00	$ 2,750.00		$ -	1.00	0.00%
6.17	Remove Manhole	EA	2.00		2.00	$ 1,000.00	$ 2,000.00		$ -	2.00	0.00%
6.18	Remove Intake	EA	2.00		2.00	$ 1,000.00	$ 2,000.00		$ -	2.00	0.00%
7.01	Pavement, PCC, 7in Thickness	SY	5,540.00		5,540.00	$ 95.00	$ 526,300.00	1,185.00	$ 112,575.00	4,355.00	21.39%
7.02	PCC Pavement Samples and Testing	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	0.25	$ 1,625.00	0.75	25.00%
7.03	Removal of Sidewalk	SY	66.00		66.00	$ 15.00	$ 990.00	10.00	$ 150.00	56.00	15.15%
7.04	Removal of Driveway	SY	368.00		368.00	$ 15.00	$ 5,520.00	60.00	$ 900.00	308.00	16.30%
7.05	Sidewalk, PCC 4 Inch Thickness	SY	25.00		25.00	$ 105.00	$ 2,625.00	10.00	$ 1,050.00	15.00	40.00%
7.06	Sidewalk, PCC 6 Inch Thickness	SY	45.00		45.00	$ 130.00	$ 5,850.00		$ -	45.00	0.00%
7.07	Detectable Warning	SF	64.00		64.00	$ 75.00	$ 4,800.00		$ -	64.00	0.00%
7.08	Driveway, Paved, PCC, 6 in Thickness	SY	421.00		421.00	$ 140.00	$ 58,940.00	68.00	$ 9,520.00	353.00	16.15%
7.09	Sidewalk Assurance Testing	LS	1.00		1.00	$ 5,500.00	$ 5,500.00		$ -	1.00	0.00%
7.10	Pavement Removal	SY	5,302.00		5,302.00	$ 13.00	$ 68,926.00	2,713.00	$ 35,269.00	2,589.00	51.17%
8.01	Temporary Traffic Control	LS	1.00		1.00	$ 10,500.00	$ 10,500.00	0.25	$ 2,625.00	0.75	25.00%
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM), Type 1 with Compost Amended Topsoil	AC	0.60		0.60	$ 7,000.00	$ 4,200.00		$ -	0.60	0.00%
9.02	Hydraulic Mulching, Temporary	AC	0.60		0.60	$ 3,250.00	$ 1,950.00		$ -	0.60	0.00%
9.03	Intake Protection Device, Installation and Removal	EA	31.00		31.00	$ 225.00	$ 6,975.00	4.00	$ 900.00	27.00	12.90%
9.04	Intake Protection Device, Maintenance	EA	31.00		31.00	$ 30.00	$ 930.00	4.00	$ 120.00	27.00	12.90%
9.05	Manufactured Check Dams, Installation & Removal	LF	60.00		60.00	$ 40.00	$ 2,400.00		$ -	60.00	0.00%
9.06	Rip Rap, Class E	TON	125.00		125.00	$ 85.00	$ 10,625.00		$ -	125.00	0.00%
9.07	Rip Rap, Erosion Stone	TON	15.00		15.00	$ 95.00	$ 1,425.00	15.00	$ 1,425.00	-	100.00%
9.08	Wattle, Installation	LF	2,000.00		2,000.00	$ 2.00	$ 4,000.00		$ -	2,000.00	0.00%
9.09	Wattle, Removal	LF	2,000.00		2,000.00	$ 0.25	$ 500.00		$ -	2,000.00	0.00%
9.10	Stormwater Pollution Prevention Plan (SWPP) Preparation	LS	1.00		1.00	$ 2,250.00	$ 2,250.00	1.00	$ 2,250.00	-	100.00%
9.11	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00		1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	0.00%
10.01	Removal of Steel Storm Tank Structure	LS	1.00		1.00	$ 12,500.00	$ 12,500.00		$ -	1.00	0.00%
11.01	Mobilization	LS	1.00		1.00	$ 92,434.00	$ 92,434.00	0.25	$ 23,108.50	0.75	25.00%
11.02	Concrete Washout	LS	1.00		1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	0.00%
11.03	Removal & Salvage Sign To Owner	EA	11.00		11.00	$ 275.00	$ 3,025.00		$ -	11.00	0.00%
11.04	Removal, Salvage & Reinstallation of Mailbox	EA	12.00		12.00	$ 300.00	$ 3,600.00		$ -	12.00	0.00%
11.05	Maintenance of Postal Services	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	0.50	$ 1,750.00	0.50	50.00%
11.06	Maintenance of Solid Waste Collection	LS	1.00		1.00	$ 4,500.00	$ 4,500.00	0.25	$ 1,125.00	0.75	25.00%
	CHANGE ORDER #1										
CO_1.01	SW-512 PCC Collar	LS		1.00	1.00	$ 900.00	$ 900.00			1.00	0.00%
CO_1.02	Tree Removal	LS		1.00	1.00	$ 7,150.00	$ 7,150.00	1.00	$ 7,150.00	-	100.00%
CO_1.03	Driveway, Paved, PCC, 8 in Thickness	SY		38.00	38.00	$ 155.00	$ 5,890.00	38.00	$ 5,890.00	-	100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 1,~~545,000.00~~ $ 311,325.50 20.15%

$1,558,940.00

Date printed: 10/7/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 13, 2022	$ 95,089.78
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Previous Applications for Payment

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TOTAL $ 95,089.78

Record of Change Orders

No.	Date	Amount
1	October 25, 2022	$ 13,940.00
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TOTAL **$ 13,940.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2021
Original Contract Time:	80.00
Added by Change Order:	-
Contract Time to Date:	80.00
Time Used to Date:	43.00
Contract Time Remaining:	**32.00**

Date Printed: 10/7/2022

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

AGENDA MEMO

For Meeting of October 25th, 2022

AGENDA HEADING: Halbrook Excavating – SE Jacob Street Reconstruction and Storm Sewer, Change Order.

SYNOPSIS: A change order request has been made for the SE Jacob Street Reconstruction and Storm Sewer project. The purpose and details are as follows:

- Storm Sewer Concrete Collar
  - A concrete collar added to the storm sewer intake as it was lowered in the field.
- Tree Removal
  - An additional tree was removed on the property of #418 SE Jacob Street as requested by the homeowner to secure the temporary easement need for construction.
- 8" Paved Driveway
  - An additional driveway was added to the house of homeowner #417 SE 6th Street. This item accommodates the thickness of that driveway.

FISCAL IMPACT: The change order will increase the total cost for the project by $13,940.00.

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

CHANGE ORDER FORM

GRIMES

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

Change Order Number: 1

Change Order Date: October 25, 2022

Purpose of Change Order:

This change order adds the following items that were necessary during reconstruction of the 6th Street phase: 1. A PCC collar was added to the SW-512 area intake as it was lowered in the field and requires special shaping. 2. An addional tree removal was added near the intersection of 5th Street and Jacob Street per request by homeowners of house #418 in order to secure the temporary easement. 3. An additional driveway was added to the house of homeowner #417 between approval of the final plan set and construction. This items adds the paving of this driveway and the planned driveway at 8 inch thickness.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO_1.01	SW-512 PCC Collar	LS	1.00	$ 900.00	$ 900.00
CO_1.02	Tree Removal	LS	1.00	$ 7,150.00	$ 7,150.00
CO_1.03	Driveway, Paved, PCC, 8 in Thickness	SY	38.00	$ 155.00	$ 5,890.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 1 makes the following adjustments to the contract:					**$ 13,940.00**

Contractor Accepted: Halbrook Excavating
Firm Name
Signature
10/7/2022
Date

Engineer Approved: MSA Professional Services, Inc.
Firm Name
Michele Jungjohn
Signature
10/7/2022
Date

Owner Accepted: City of Grimes MSA 10-20-22
Signature
Mayor
Title
10.25.22
Date

Attest for Owner:
Signature
City Clerk
Title
10.25.22
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,545,000.00
1	October 25, 2022	$ 13,940.00
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Revised Contract Amount **$ 1,558,940.00**

Date Printed: 10/7/2022

PROFESSIONAL SERVICES

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

Project Name: Grimes Public Library
Project # X237400
Date: 10/7/2022

WEITZ SUMMARY – Amount Due

The Weitz Company: $63,119.03

350-410-6499

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes

PROJECT: Grimes Public Library
PROJECT: # X237400

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

APPLICATION NO: 8
PERIOD TO: 09/01/22 - 9/31/22

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

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

CONTRACT FOR: Construction Management

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

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

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

1.ORIGINAL CONTRACT SUM		$ 973,681.00
2.Net change by Change Order		$ 977.00
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		$ 974,658.00
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 269,909.71
5. RETAINAGE:		
a. 0% completed work (Column D + E on G703)	$ -	
b. 0% of Stored Material (Column F on G703) included in above number	$ -	
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)		$ -
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 269,909.71
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS		$ 206,790.68
8.CURRENT PAYMENT NOW DUE		$ 63,119.03
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 704,748.29

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

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison October 6, 2022

State of: IOWA County of: POLK
subscribed and sworn to before me this October 6, 2022

NOTARY PUBLIC: Kara DeVenney
My Commission Expires:

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT: 0

By: _____ Date: _____

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

Prj #	X237400		App # :	8				Pd From:	1-Sep-22
Prj Name	Grimes Public Library		App Date:	6-Oct-22				PD TO :	9/31/22
Sub:			Retain :	5.00%					

A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED PREVIOUS (D+E)	WORK COMPLETED This Period	MATERIALS PRESENTLY STORED (NOT IN D OR E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	497,593.00	106,119.00	40,559.00		146,678.00	29%	350,915	
	General Rquirements								
3	Latrines	7,500.00	748.00	300.20		1,048.20	14%	6,452	
4	Surveying	6,000.00	810.00			810.00	14%	5,190	
5	Dumpsters/Trash Chute	33,560.00		330.75		330.75	1%	33,229	
6	Safety	2,050.00	5,870.61	1,118.92		6,989.53	341%	(4,940)	
7	SWPPP/Access/Snow Removal	23,700.00	11,157.00	996.00		12,153.00	51%	11,547	
8	General Building Enclosures/Heat	50,146.00						50,146	
9	Roof Access	5,000.00						5,000	
10	Temporary Fencing	11,000.00	7,236.00			7,236.00	66%	3,764	
11	Fee (3.25%) on Construction Manager Services	20,688.00	5,101.00	595.00		5,696.00	28%	14,992	
12	Fee (3.25%) per Prime Volume Summary below	292,421.00	44,749.07	19,219.16		63,968.23	22%	228,453	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Correll Contractors	$438,000	236,988			236,988	54%	201,012	11,849
2	BP #02 - General Construction - Graphite Group	$2,665,000	273,686.08	530,604.04		804,290.12	30%	1,860,710	40,215
3	BP #03 - Masonry - Forrest & Associates	$317,587	2,825.00	12,250.00		15,075.00	5%	302,512	754
4	BP #04 - Flooring - Ideal Floors	$109,575	53,489.60			53,489.60	49%	56,085	2,674
5	BP #05 - Ceramic Tile - Des Moines Marble	$119,025						119,025	
6	BP #06 - Roofing - Academy Roofing	$422,350						422,350	
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	$844,487	149,450.20			149,450.20	18%	695,037	7,473
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	$1,466,520	20,165.00			20,165.00	1%	1,446,355	1,008
9	BP #09 - Elevator - KONE	$144,000	36,184.00			36,184.00	25%	107,816	1,809
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	$86,660						86,660	
11	BP #11 - Mechanical - AMC Mechanical	$1,021,690	331,845.85	15,390.00		347,235.85	34%	674,454	17,362
12	BP #12 - Electrical - Van Maanen Electric	$977,086	185,715.15	33,114.75		218,829.90	22%	758,256	10,941
13	BP #13 - Site Paving - Nehring	$235,622	86,545.50			86,545.50	37%	149,077	4,327
14	BP #14 - Landscaping - Miner Hardscape	$149,970						149,970	
	Prime Contractors Total	$ 8,997,572.00	$1,376,894.38	$ 591,358.79		$1,968,253.17	22%	7,029,318.83	98,412.66

	WEITZ TOTAL	**974,658.00**	**206,790.68**	**63,119.03**		**269,909.71**	**28%**	**350,915.00**	

For Pay Application: 8
Period Ending: 9/31/22

PARTIAL WAIVER OF LIEN

STATE OF: Iowa)
COUNTY OF: Polk)

TO WHOM IT MAY CONCERN:

WHEREAS THE undersigned has been employed by The Weitz Company

to furnish LABOR/MATERIAL/SERVICES

for the premises known as Grimes Public Library

of which City of Grimes is the Owner.

THE UNDERSIGNED, for and in consideration of Sixty Three Thousand One Hundred Nineteen and 03/100---------- $ 63,119.03) and

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

Given under my hand and seal, this 6 day of October 2022

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

The Weitz Company
COMPANY

By Stephanie Morrison

Title Senior Project Manager

Subscribed And Sworn To Before me this 6 day of October 2022

Kara DeVenney
Notary Public

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

WHITFIELD & EDDY LAW

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

October 19, 2022

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

Invoice:	303360
Client:	176170
Matter:	0101
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through September 30, 2022

RE: City Of Grimes - General

Total Professional Services	$ 13,751.00
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 13,751.00**

WHITFIELD & EDDY LAW

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

October 19, 2022

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

Invoice:	303359
Client:	176170
Matter:	0009
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through September 30, 2022

RE: Firefighters Union Matters

Total Professional Services	$ 987.00
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 987.00**

WHITFIELD & EDDY LAW

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

October 19, 2022

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

Invoice: 303357
Client: 176170
Matter: 0001
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through September 30, 2022

RE: Koethe, Lemar - Real Estate Transaction

Total Professional Services	$ 352.50
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 352.50**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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: October 25, 2022 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: September 1, 2022 Through: September 30, 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:	$ 300,218.51			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 300,218.51		
Less previous applications for payment:		$ 295,339.13		
SUBTOTAL			$	4,879.38
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	4,879.38
Balance to finish, including retainage:		$ 96,381.49		
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 (Firm Name)

Signature — Date: 10/18/22

Engineer / Consultant Approval: (Firm Name)

Signature — Date

City of Grimes Staff Approval: Signature — Date: 10-20-22

City of Grimes Council Approval: Council - 10-25-22 (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: 10/18/2022

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
11	September 27, 2022	$ 40,898.26
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 295,339.13

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:	-

Date Printed: 10/18/2022

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 85540
Date 09/30/2022

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**	**$65,000.00**	
Construction Survey	**$35,000.00**	**$12,388.63**	**$2,737.50**
Construction Observation	**$85,000.00**	**$6,350.50**	**$2,141.88**
Reimbursables			
	$396,600.00	$295,339.13	$4,879.38

Invoice Amount **$4,879.38**

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

CITY OF GRIMES

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 #: 141569 ***PO #***
Original Contract Date: August 13, 2019 ***Vendor #*** 2830

Date of Council Meeting: October 25 ,2022 **PAYMENT REQUEST #** 32

PAYMENT PERIOD: From: August 28, 2022 September 24, 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:	$ ~~1,321,984.03~~ 1,324,704.03		
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:		$ ~~1,321,984.03~~ 1,324,704.03	
Less previous applications for payment:		$ ~~1,319,264.03~~ 1,321,984.03	
SUBTOTAL			$ 2,720.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 2,720.00
Balance to finish, including retainage:		$ ~~11,500.97~~ 8,780.97	
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 10/17/2022
Date

City of Grimes Staff Approval: Matt Ahrens
Signature 10-20-22
Date

City of Grimes Council Approval: Council - 10-25-22
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: 10/4/2022

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	August 23, 2022	$ 4,953.34
31	9-27-22	4,055.01
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ ~~1,317,929.02~~ 1,321,984.03

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:	-

Date Printed: 10/4/2022

McCLURE™

1360 NW 121st Street
Clive, IA 50325

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

September 30, 2022
Project No: 0000190904-000
Invoice No: 141569
Due Date: October 30, 2022

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1

Professional Services from August 28, 2022 to September 24, 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

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	
Totals	16.00		2,720.00	
Total Labor				**2,720.00**

	Current	Prior	To-Date	
Total Billings	2,720.00	15,778.35	18,498.35	
Contract Limit (not-to-exceed)			26,940.00	
Contract Limit Remaining			8,441.65	
			Total this Phase	**$2,720.00**

Phase T. SRF Loan Administration

	Hours	Rate	Amount	
Project Coordinator	13.75	90.00	1,237.50	
Totals	13.75		1,237.50	
Total Labor				**1,237.50**

	Current	Prior	To-Date	
Total Billings	1,237.50	20,280.00	21,517.50	
Contract Limit (not-to-exceed)			20,280.00	
Amount Adjusted this Period				**-1,237.50**
			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**

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	141569

Phase W. Electrical Component Re-Design

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

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		**$2,720.00**

Outstanding Invoices

Number	Date	Balance
141439	9/1/2022	4,055.01
Total		**4,055.01**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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 #: 141861-141864-141571-141572 ***PO #***
Original Contract Date: August 23, 2022 ***Vendor #*** 2830

Date of Council Meeting: October ~~22~~ 25, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: August 28, 2022 Through: September 24, 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:	$ 79,433.24		
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:		$ 79,433.24	
Less previous applications for payment:		$ 9,533.25	
SUBTOTAL			$ 69,899.99
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 69,899.99
Balance to finish, including retainage:		$ 1,089,216.76	
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 10/17/2022 Date

City of Grimes Staff Approval: Matt Ahrens
Signature 10-20-25 Date

City of Grimes Council Approval: Council - 10-25-22
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: 10/4/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 27, 2022	$ 9,533.25
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 9,533.25**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 23, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 10/4/2022

McCLURE™

1360 NW 121st Street
Clive, IA 50325

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

September 30, 2022
Project No: 0000211186-030
Invoice No: 141571
Due Date: October 30, 2022

Project 0000211186-030 Grimes Phase 1A Water System Improvements N James Street Feeder Main

Professional Services from August 28, 2022 to September 24, 2022

Phase 301 Funding Source Administration

	Hours	Rate	Amount	
Principal	1.00	270.00	270.00	
Project Coordinator	.50	135.00	67.50	
Totals	1.50		337.50	
Total Labor				**337.50**
			Total this Phase	**$337.50**

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount	
Crew Chief	28.50	135.00	3,847.50	
Engineering Technician II	16.00	135.00	2,160.00	
Engineering Technician III	11.25	175.00	1,968.75	
Principal	3.00	270.00	810.00	
Project Manager II	23.50	230.00	5,405.00	
Totals	82.25		14,191.25	
Total Labor				**14,191.25**

Mileage (.90 p/mile) **99.00**

Total this Phase **$14,290.25**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Coordinator	.75	135.00	101.25	
Totals	.75		101.25	
Total Labor				**101.25**
			Total this Phase	**$101.25**

Project	0000211186-030	Grimes Phase 1A N James St Feeder Main		Invoice	141571
		Current	**Prior**	**To-Date**	
Total Billings		14,729.00	873.00	15,602.00	
Contract Limit (not-to-exceed)				184,700.00	
Contract Limit Remaining				169,098.00	
			Total Due this Invoice		**$14,729.00**

Outstanding Invoices

Number	Date	Balance
141441	8/31/2022	873.00
Total		**873.00**

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1360 NW 121st Street
Clive, IA 50325

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

September 30, 2022
Project No: 0000211186-040
Invoice No: 141572
Due Date: October 30, 2022

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

Professional Services from August 28, 2022 to September 24, 2022

Phase 301 Funding Source Administration

	Hours	Rate	Amount	
Project Coordinator	.50	135.00	67.50	
Totals	.50		67.50	
Total Labor				**67.50**
		Total this Phase		**$67.50**

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount	
Engineer I	1.00	125.00	125.00	
Principal	1.00	270.00	270.00	
Project Manager II	31.00	230.00	7,130.00	
Totals	33.00		7,525.00	
Total Labor				**7,525.00**
		Total this Phase		**$7,525.00**

Phase 851 Project Administration

	Hours	Rate	Amount	
Engineer I	2.50	125.00	312.50	
Project Coordinator	.75	135.00	101.25	
Totals	3.25		413.75	
Total Labor				**413.75**
		Total this Phase		**$413.75**

	Current	Prior	To-Date	
Total Billings	8,006.25	216.25	8,222.50	
Contract Limit (not-to-exceed)			274,100.00	
Contract Limit Remaining			265,877.50	
		Total Due this Invoice		**$8,006.25**

Project	0000211186-040	Grimes Phase 1A Ground Storage Reservoir	Invoice	141572

Outstanding Invoices

Number	Date	Balance
141509	8/31/2022	216.25
Total		**216.25**

McCLURE™

1360 NW 121st Street
Clive, IA 50325

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

September 30, 2022
Project No: 0000211186-010
Invoice No: 141861
Due Date: October 30, 2022

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

Professional Services from August 28, 2022 to September 24, 2022

Phase 301 Funding Source Administration

	Hours	Rate	Amount	
Administrative Assistant	.50	85.00	42.50	
Engineering Technician I	3.00	115.00	345.00	
Project Coordinator	.50	135.00	67.50	
Project Manager II	6.00	230.00	1,380.00	
Totals	10.00		1,835.00	
Total Labor				**1,835.00**
			Total this Phase	**$1,835.00**

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount	
Project Manager I	14.00	185.00	2,590.00	
Crew Chief	104.00	135.00	14,040.00	
Engineer I	5.50	125.00	687.50	
Engineering Technician I	26.25	115.00	3,018.75	
Engineering Technician II	9.50	135.00	1,282.50	
Engineering Technician III	2.00	175.00	350.00	
Principal	4.50	270.00	1,215.00	
Professional Land Surveyor	7.00	170.00	1,190.00	
Project Manager II	4.50	230.00	1,035.00	
Totals	177.25		25,408.75	
Total Labor				**25,408.75**

Reimbursable Expenses

Out-Of-Pocket Expenses	649.27	
R - Per Diem	49.32	
Total Reimbursables	**698.59**	**698.59**

Mileage (.90 p/mile) **515.70**

Total this Phase **$26,623.04**

Phase 851 Project Administration

Project	0000211186-010	Grimes Phase 1A 19th St Water Main	Invoice	141861

	Hours	Rate	Amount	
Project Coordinator	.50	135.00	67.50	
Project Manager II	6.00	230.00	1,380.00	
Totals	6.50		1,447.50	
Total Labor				**1,447.50**
		Total this Phase		**$1,447.50**

	Current	Prior	To-Date	
Total Billings	29,905.54	7,162.25	37,067.79	
Contract Limit (not-to-exceed)			371,600.00	
Contract Limit Remaining			334,532.21	
		Total Due this Invoice		**$29,905.54**

Outstanding Invoices

Number	Date	Balance
141510	8/31/2022	7,162.25
Total		**7,162.25**

McCLURE™

1360 NW 121st Street
Clive, IA 50325

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

September 30, 2022
Project No: 0000211186-020
Invoice No: 141864
Due Date: October 30, 2022

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

Professional Services from August 28, 2022 to September 24, 2022

Phase 301 Funding Source Administration

	Hours	Rate	Amount	
Project Coordinator	.50	135.00	67.50	
Project Manager II	1.00	230.00	230.00	
Totals	1.50		297.50	
Total Labor				**297.50**
			Total this Phase	**$297.50**

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount	
Project Manager I	1.00	185.00	185.00	
Crew Chief	69.00	135.00	9,315.00	
Engineer I	6.50	125.00	812.50	
Engineering Technician I	10.50	115.00	1,207.50	
Engineering Technician II	13.50	135.00	1,822.50	
Principal	3.00	270.00	810.00	
Project Manager II	4.50	230.00	1,035.00	
Totals	108.00		15,187.50	
Total Labor				**15,187.50**

Mileage (.90 p/mile)

326.70

Total this Phase **$15,514.20**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Coordinator	.50	135.00	67.50	
Project Manager II	6.00	230.00	1,380.00	
Totals	6.50		1,447.50	
Total Labor				**1,447.50**
			Total this Phase	**$1,447.50**

Project	0000211186-020	Grimes Phase 1A NW County Rd Water Main		Invoice	141864
		Current	**Prior**	**To-Date**	
Total Billings		17,259.20	1,281.75	18,540.95	
Contract Limit (not-to-exceed)				338,250.00	
Contract Limit Remaining				319,709.05	
			Total Due this Invoice		**$17,259.20**

Outstanding Invoices

Number	Date	Balance
141511	8/31/2022	1,281.75
Total		**1,281.75**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES ## ##

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 #: 141574 ***PO #***
Original Contract Date: February 22, 2022 ***Vendor #*** 2830

Date of Council Meeting: October 25 ,2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: August 28, 2022 Through: September 24, 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:	$ 19,156.00		
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:		$ 19,156.00	
Less previous applications for payment:		$ 13,061.00	
SUBTOTAL			$ 6,095.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 6,095.00
Balance to finish, including retainage:		$ 544.00	
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 10/17/2022 Date

City of Grimes Staff Approval:
Signature 10-20-22 Date

City of Grimes Council Approval: Council - 10-25-22
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: 10/5/2022

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
3	September 27, 2022	$ 5,383.13
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Previous Applications for Payment

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TOTAL **$ 13,061.00**

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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:	-

Date Printed: 10/5/2022

McCLURE™

1360 NW 121st Street
Clive, IA 50325

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

September 30, 2022
Project No: 2022000397-000
Invoice No: 141574
Due Date: October 30, 2022

Project 2022000397-000 Grimes Lime Softening WTP CIP Planning and Improvements
Professional Services from August 28, 2022 to September 24, 2022

Phase 101 Preliminary Planning and Reports

	Hours	Rate	Amount	
Administrative Assistant	1.50	85.00	127.50	
Project Manager I	4.00	185.00	740.00	
Engineer I	40.50	125.00	5,062.50	
Project Coordinator	1.00	135.00	135.00	
Totals	47.00		6,065.00	
Total Labor				**6,065.00**

Mileage (.625/.50 p/mile) **30.00**

Total this Phase **$6,095.00**

	Current	Prior	To-Date
Total Billings	6,095.00	13,061.00	19,156.00
Contract Limit (not-to-exceed)			19,700.00
Contract Limit Remaining			544.00

Total Due this Invoice **$6,095.00**

Outstanding Invoices

Number	Date	Balance
141502	8/31/2022	5,383.13
Total		**5,383.13**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: Traffic Impact Analysis Fagen Development/ Surrounding Area
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 001-170-6407 ***Finance Project #***
Vendor Project or Invoice #: 122.0586.01 ***PO #***
Original Contract Date: April 26, 2022 ***Vendor #*** 2031

Date of Council Meeting: October 25, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: April 26, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	$ 38,000.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 38,000.00		
Total completed and stored to date:	$ 38,000.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 38,000.00		
Less previous applications for payment:		$		
SUBTOTAL			$	38,000.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	38,000.00
Balance to finish, including retainage:		$ -		
Contract Time Remaining (If applicable)	-	Working Days		

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

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

Todd Knox
Signature

9/30/22
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval: Matt Ahrens
Signature

10-20-22
Date

City of Grimes Council Approval: Council - 10-25-22
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: 9/20/2022

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:	April 26, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 10/5/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

September 30, 2022

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

Invoice No: 122.0586.01 - 1

Email apfaltzgraff@grimesiowa.gov

Project **122.0586.01** **Fagen Development Area TIS**

Professional Services through August 31, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	16.00	229.00	3,664.00	
Engineer VII	44.00	172.00	7,568.00	
Engineer IV	1.00	141.00	141.00	
Engineer I	206.25	103.00	21,243.75	
Lead Technician	.50	138.00	69.00	
Technician VIII	29.50	123.00	3,628.50	
Technician III	4.00	75.00	300.00	
Total Services	301.25		36,614.25	
Total Services				**36,614.25**
Traffic Counts/Traffic Data			1,432.00	
Total Expenses				**1,432.00**
Fleet Mileage				**53.82**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	38,100.07	0.00	38,100.07	
Limit			38,000.00	
Adjustment				**-100.07**
		Phase Subtotal		**$38,000.00**

Amount Due this Invoice **$38,000.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: Traffic Signal Network Communication Project
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 340-230-6407 ***Finance Project #***
Vendor Project or Invoice #: 121.0846.01 ***PO #***
Original Contract Date: August 10, 2021 ***Vendor #*** 2031

Date of Council Meeting: October 25, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: July 1, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	$ 147,300.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 147,300.00	
Total completed and stored to date:	$ 74,238.47		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 74,238.47	
Less previous applications for payment:		$ 67,910.59	
SUBTOTAL			$ 6,327.88
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 6,327.88
Balance to finish, including retainage:		$ 73,061.53	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Todd Knox
Signature — 9/30/22 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval: Matt Ahrens
Signature — 10-20-22 Date

City of Grimes Council Approval: Council - 10-25-22
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: 9/20/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2022	$ 26,632.50
2	March 8, 2022	$ 13,860.00
3	April 12, 2022	$ 8,415.00
4	May 10, 2022	$ 7,342.50
5	August 23, 2022	$ 11,660.59
6		
7		
8		
9		
10		
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35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
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41		
42		
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48		
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66		
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68		
69		
70		

TOTAL $ 67,910.59

Record of Change Orders

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

TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 10/5/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

September 30, 2022

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

Invoice No: 121.0846.01 - 6

Finance Budget Code 340-230-6407

Project **121.0846.01** **Traffic Signal Network Communication Project**

Professional Services through August 31, 2022

Basic Services

		Hours	Rate	Amount	
Engineer VII		15.00	172.00	2,580.00	
Administrative II		.50	71.00	35.50	
	Total Services	15.50		2,615.50	
	Total Services				**2,615.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,615.50	67,910.59	70,526.09	
Limit			94,550.00	
Remaining			24,023.91	
			Phase Subtotal	**$2,615.50**

Construction Services

		Hours	Rate	Amount	
Engineer VII		21.50	172.00	3,698.00	
	Total Services	21.50		3,698.00	
	Total Services				**3,698.00**

Fleet Mileage **14.38**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	3,712.38	0.00	3,712.38	
Limit			52,750.00	
Remaining			49,037.62	
			Phase Subtotal	**$3,712.38**

Amount Due this Invoice **$6,327.88**

	Total	**Prior**	**Current**
Billings to Date	**74,238.47**	**67,910.59**	**6,327.88**

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

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

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

RESOLUTION 10-2422 APPROVING PERSONNEL TRANSACTIONS

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

WHEREAS, the Parks and Recreation Director has determined, in consultation with the Human Resources Director, that the Department needs a Sports and Facilities Operations Manager to oversee the operations and maintenance on the GrimesPlex, North Complex, and South Complex;

WHEREAS, the Parks and Recreation Director has determined, in consultation with the Human Resources Director, that existing funded "Street Technician" positions shall be reclassified as "Sports Facilities Maintenance Worker" to report to the Sports and Facilities Operations Manager.

WHEREAS, the Human Resources Director has composed job descriptions and determined pay ranges based on the City's comparators (for the Sports and Facilities Operations Manager), such job descriptions being attached hereto;

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

WHEREAS, the job descriptions (including pay ranges) is attached hereto;

WHEREAS, consistent with that Resolution No. 09-1722, the Fire Chief has converted part-time wages to fund full-time positions and re-filled those empty full-time positions in the consolidated JGMFD;

WHEREAS, pursuant to that Resolution and existing vacancies, the following full-time personnel are hired at the pay so indicated:

Spencer McCarty	FF/PM	$21.06 per hour
Cameron Dau	FF/EMT	$17.91 per hour
Curtis Cole	FF/EMT	$17.91 per hour
Brent Dillard	FF/EMT	$17.91 per hour
Quentin Ridenour	FF/EMT	$17.91 per hour;

WHEREAS, the Development Services Director has determined, in consultation with the Human Resources Director, that the Department needs a Code Compliance Officer to manage the City's code compliance activities;

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that it hereby approves the job descriptions and pay ranges for the Sports and Facilities Operations Manager and Code Compliance Officer, reclassified positions to Sports Facilities Maintenance Worker, and authorizes the foregoing hires.

PASSED AND APPROVED this 25th day of October, 2022.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

CITY OF GRIMES

City of Grimes Job Description

A. Position Title	Location
Code Enforcement Officer	Grimes Community Complex

B. Job Specifications

☒**Regular, Full-Time**	☐**Part-Time**	☐**Seasonal, From**: Click here to enter text.
Department:	Department 51, Building	**To**: Click here to enter text.
Reports to:	Development Services Director	**Bargaining Unit**: N/A
Post Offer Testing:	Click here to enter text.	**FLSA**: Non-Exempt
Civil Service:	N/A	**Hourly/Monthly Pay: $27.66 - $33.75/hour**

C. Job Description Summary

Under general direction of the Development Services Director, oversees the property maintenance and housing programs for the City. Also, works closely with all City Departments to review and investigate potential violations of the City Ordinance, policies and regulations, and conducts appropriate abatement and/or enforcement actions.

D. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.
Administers the property maintenance code and rental housing code.
Conducts and oversees the housing inspection process for all rental properties; issues corrective notices, violations and unsafe to occupy orders.
Reviews buildings and sites for conformance with applicable codes and resolves interpretation issues for properties owners, residents and contractors. Evaluates modifications to adopted codes when necessary.
Assists with the review, updating and development of property maintenance, building and zoning codes.
Provides information and counseling to owners, residents, builders, architects, engineers, attorneys, contractors and developers regarding building and zoning code requirements, construction procedures and offers assistance in making application for permits.
Performs investigations of ordinance violations relating to development, nuisance abatement, property maintenance, vehicle storage and building code violations; seeks voluntary compliance where possible, advising on corrections, and issues violation notices and citations where necessary; institutes necessary action to prosecute building code violators and represents the City in legal matters regarding building regulations
Coordinates and develops ongoing ADA full compliance efforts within the City. Arranges or conducts training on ADA requirements; monitors architectural barrier surveys; develops process for fulfillment of requests for alternative formats, interpreting services and other communication access needs; and development of required Transition Plan to remove access barriers.
Assists, as necessary, the Public Works Department with the review of SWPPP's for construction projects and inspections of construction sites. Issues corrective notices and violations as needed and works to achieve compliance.
Performs other duties and responsibilities as may be assigned.

E. Periodic Job Duties/Responsibilities

Attends meetings as assigned or requested. Assists with the review of building and construction plans and subsequent inspections as necessary.

F. Qualifications

Education/Experience:	High school graduate and 2-3 years' experience in building trades or municipal infrastructure construction. Knowledge of local, state and national codes in zoning, electrical, plumbing, mechanical, building and housing. Knowledge of building construction and materials, methods and practices in the trades. Must be able to read and interpret building construction plans, site plans, and topographic maps. Must possess ability to interpret building plans, site plans and specifications to determine conformity to applicable codes and acceptable construction practices.
Skills:	Ability to communicate effectively. Ability to operate personal computer or related equipment and able to maintain clear and concise records and reports.
Knowledge	See above plus knowledge of legal procedures as it relates to the enforcement of regulatory codes.
Licenses/Certifications:	Valid Iowa drivers' license. Certification by the International Code Council (ICC) as a Property Maintenance Inspector is required within 2 years of employment date.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Medium work exerting up to 50lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit; walk; use hands/fingers; climb; stoop, kneel, crouch; talk/hear; see; push or pull; reach; and repetitive motion. Must be able to traverse uneven terrain.
Safety Hazards: (Refer to Glossary of Terms)	Periodic exposure to dust, extreme temperatures, wet/humid conditions, noise, vibration, mechanical hazards, electrical hazards, burn hazards. May also experience confined/poorly lit spaces.

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.

CITY OF GRIMES

City of Grimes Job Description

A. Position Title	Location
Sports Facilities Operations Manager	GrimesPlex

B. Job Specifications

☒**Regular, Full-Time**	☐**Part-Time**	☐**Seasonal, From**: Click here to enter text.
Department:	Parks and Recreation	**To**: Click here to enter text.
Reports to:	Parks and Recreation Director	**Bargaining Unit**:
Post Offer Testing:	Click here to enter text.	**FLSA**: Exempt
Civil Service:	N/A	**Hourly/Monthly Pay: $71,586 - $97,247**

C. Job Description Summary

Under the general supervision of the Parks and Recreation Director, the Sports Facilities Operations Manager provides oversight, direction, and supervision of the operations of the GrimesPlex, North and South Complex. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, departments, business and community organizations, other horticulture professionals and the public. The principal duties of this leadership position are performed in a general office environment and in an outdoor work environment.

D. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.
Assigns work, supervises, and provides oversight and direction to the City's sports facilities operations;
Manages relations with vendors and subcontractors that impact any and all work of the GrimesPlex, North and South Sports Complex.
Investigates and resolves complaints, issues or questions raised by contractors, vendors, public or city departments.
Participates in the selection, orientation, training, performance management, and discipline and serves as direct daily supervisor of employees in the assigned unit in accordance with City policy.
Assists Parks and Recreation Director with budgeting and forecasting needs for staffing, equipment, materials, and supplies for operational needs.
Sets Division goals, implements short-term and long-range plans, performs problem solving within Division operations and allocates resources to ensure efficient, effective, and sustainable operations.
Works closely with Recreation Department to ensure facilities meet the recreational needs of the community and assist the Recreation Department in accomplishing set goals;
Manages construction projects, maintenance plans, repair, and improvements, including identifying needs, assigning work teams, and inspecting completion of all work in the areas of the sports facilities.
Performs other related duties as required and assigned.

E. Periodic Job Duties/Responsibilities

Will serve as on-call and emergency contact for emergency or weather events that occur after regular business hours.

F. Qualifications

Education/Experience:	Requires a two- or four-year degree in sports turf maintenance or related field or equivalent combination of education and experience. Eight to ten years of full-time experience with progressively increasing duties in staff management and operations management.
Skills:	Ability to organize, direct and coordinate multiple projects. Must possess strong leadership, management, and interpersonal skills. Proficiency with PCs and associated software. General knowledge of office equipment.
Knowledge	Requires working knowledge of Parks and Recreation operations, management, budgeting, worker safety, labor relations, public contracting, procurement of services and related matters. Also working knowledge of local, state, and federal laws, codes and ordinances relating to municipal Parks and Recreation.
Licenses/Certifications:	Valid Iowa CDL-B for straight trucks over 26,000GVW with endorsements for air brakes and tanker within one month of employment. Ability to acquire valid CDL-A within one year of hire. For candidates without a current CDL, consideration will be given to candidates willing to acquire CDL-B within 90 days and CDL-A within one year.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Medium work, occasional exertion of 50 pounds of force, frequent exertion of 20 pounds of force.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb, stoop or kneel, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Occasional exposure to fumes, dust, extreme temperature, wet/humid conditions, noise, vibration, or mechanical hazards.

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.

CITY OF GRIMES

City of Grimes Job Description

A. Position Title	Location
Sports Facilities Maintenance Worker	GrimesPlex, North Complex, South Complex

B. Job Specifications

☒**Regular, Full-Time**	☐**Part-Time**	☒**Seasonal, From**:
Department:	Parks and Recreation	**To**: Click here to enter text.
Reports to:	Sports Facilities Operations Manager	**Bargaining Unit**: n/a
Post Offer Testing:	Click here to enter text.	**FLSA**: Non-Exempt
Civil Service:	N/A	**Hourly/Monthly Pay: $23.34 - $29.70/ hour**

C. Job Description Summary

Under the general supervision of the Sports Facilities Operations Manager, performs all necessary work, repairs, mechanical maintenance, and other duties to provide clean, safe, and attractive facilities at the GrimesPlex, North and South Sports Complexes. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, outside contractors, sports clubs, and the public.

D. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.
Plans and conducts turf grass culture, renovation, and maintenance programs at the GrimesPlex, North and South Sports Complexes, including soil prep/conditioning, sodding, and seeding, watering, weeding, aerating, fertilizing, mowing/trimming, pesticide and herbicide selection and application and seed mix recommendation.
Plans, schedules, and follows through with routine daily work activities.
Operates pickup trucks with hydraulic trailers, dump trucks, tractors with attachments, gang mowers, generators, garbage compactors, tampers, portable power tools, power riding mowers, power hand mowers, leaf blowers, tillers, sod and weed cutters, augers, chain saws, edger's, sprayers, aerators, electronic sprinkler controls, and various hand tools such as shovels, rakes, hoes, clippers, and personal protective equipment.
Performs minor mechanical and maintenance service to assigned parks vehicles. Performs and documents daily equipment inspections in accordance with department policy.
Performs trash pickup, restroom cleaning, mowing and other facility and site maintenance tasks as assigned.
Assures that the City's missions, goals, and objectives are fully initiated and supported.
Ensures that safe and efficient work practices and procedures are followed, including those pertaining to the setup of a work site, the use of equipment, the maintenance and storage of equipment, materials and tools, and the use of personal protective clothing and equipment.
Expected to work outside of normal classification in the event of an emergency, winter snow event, or extreme weather or related event.
Performs other duties and responsibilities as assigned.

E. Periodic Job Duties/Responsibilities

Attends safety meetings and seminars as required and promotes workplace safety. Follows all City and department safety policies and procedures. May work independently with minimal supervision or act as lead person on small crews.

F. Qualifications

Education/Experience:	High School Diploma or GED. General experience in the operation and maintenance of light and medium construction and maintenance equipment or additional skills, training or education.
Skills:	Ability to calibrate and operate turf sprayers and spreaders. Ability to evaluate product performance and recommend changes in product selection and/or application. Ability to follow written and oral instructions. Ability to drive truck
Knowledge	General knowledge of tools and equipment including heavy, hand/power and electronic and leadership certifications preferred. Knowledge of turf grass management in commercial, recreational or institutional setting
Licenses/Certifications:	Valid Iowa CDL-B for straight trucks over 26,000GVW with endorsements for air brakes and tanker within one month of employment. Ability to acquire valid CDL-A within one year of hire. For candidates without a current CDL, consideration will be given to candidates willing to acquire CDL-B within 90 days and CDL-A within one year.
Other:	Must be 18 years old.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Heavy work, exerting up to 100lbs of force occasionally, up to 50lbs of force frequently, up to 20lbs of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb or balance, stoop, kneel, crouch or crawl, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Exposure to extreme temperatures, wet/humid conditions, dust, fumes, noise, vibration, mechanical hazards.

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

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/25/2022

AGENDA ITEM: Unified Building Access Control System

BACKGROUND: The City of Grimes has identified the need for a unified building access control system across all City facilities. This unified system will allow for greater control of who has access to City facilities and will help reduce management costs of existing disparate systems. This solution will add additional security to buildings that are not currently present, such as historical user/door access and alarming on doors. Additionally, this solution can be expanded to include any new facilities as they are added/remodeled.

BUDGETARY CONSIDERATIONS: The total fee proposed for the professional services is estimated in the amount of $159,230 based off hourly rates and fixed expenses.

The funding source for this work will be from the line item for this project in the current CIP FY2022-2023.

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

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

BOARD/COMMISSION ACTION(S): None

STAFF RECOMMENDATION: The staff has reviewed this Proposal and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Rob Fox
IT Director
rfox@grimesiowa.gov

Prepared by:__Robert Fox_____
Return to:____Robert Fox_____

RESOLUTION APPROVING THE PURCHASE OF UNIFIED ACCESS CONTROL SYSTEM

Grimes Resolution No. 10-2522

WHEREAS, the City of Grimes (Grimes) needs to unify and upgrade their building access control system across all City of Grimes facilities; and,

WHEREAS, the Finance Department's purchasing policy provides for the procurement of goods and/or services from supply schedules established by the State of Iowa Department of Administrative Services (DAS), without conforming to the competitive bidding requirements of the Purchasing Policy; and

WHEREAS, the Salto Unified Access Control System is available to be procured using the State of Iowa (DAS) purchasing contract number 005-20359

WHEREAS, the Salto Unified Access Control system is being purchased and installed by Baker Group, L.L.C. (Gary Bridgewater, CEO, 1600 SE Corporate Woods Drive, Ankeny, IA 50021) in the amount of $159,230.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor accepts and approves the purchase of the Salto Unified Access Control System from Contractor 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 25th day of October, 2022, and approved by the Mayor on the 25th day of October, 2022.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

Baker Group
1600 SE Corporate Woods Drive
Ankeny, IA. 50021

Phone: 515.262.4000
855.262.4000
Fax: 515.266.1025
www.thebakergroup.com

~~April 25, 2022~~
Revised - October 18, 2022

Rob Fox
City of Grimes

Subject: Access Control Systems Proposal

Pricing Governed by State of Iowa Contract:
Original RFB#: RFB1820005082
State of Iowa Master Agreement: 005 20359
Contract is Valid: - June 1 2020 – May 31 2023
Contract was competitively bid in May 2020

After review, we propose the following:

Baker Group will perform the following scope:

- Provide, install, program and startup Access Control system.
- Material listing and pricing later in this document.
- Pricing is inclusive of all cable, material, equipment and all labor to compete turnkey installation.

Scope of Work Comments and Clarifications:

- Cable pathways must be obstruction free.
- Price assumes shortest cable paths available.
- Any Conduit, pathways, rough in material and installation provided by others.
- Active network connection (POE) need to be provided by others to Baker Group Control equipment as required to access the customer owned network infrastructure.
- End User to provide all Network Racks, Network Switches, Routers etc.
- Pricing assumes that all customer provided equipment is operating correctly.
- Engineered drawings are not provided in this proposal.
- Overtime labor not included
- Baker Group one year warranty period will start upon beneficial use of the system.

Door Access Package:

Building	Item	Quantity	Price	Total
Backend / IT	SALTO Spaces software	1	$3,184	$3,184
	Portable Programing Device (PPD)	1	$813	$813
	MiFare BLE Encoder	1	$896	$896
	Salto Mobile App (No charge)	1	$0	$0
GCC	Full wired with keypad	5	$3,445	$17,225
	Wirefree XS4 mini	50	$893	$44,650
	Wirefree XS4 Full	5	$1,086	$5,430
City Hall	Full wired with keypad	5	$3,445	$17,225
	Wirefree XS4 mini	8	$893	$7,144
Public Works	Full wired with keypad	4	$3,445	$13,780
	Wirefree XS4 mini	15	$893	$13,395
	Wirefree XS4 Full	2	$1,086	$2,172
	Total Door Access			**$125,914**
	Add Tagmaster			18,840
	3 readers and 50 tags			
		Total		$144,754

Total Access Control Pricing with Installation: **$144,754**

Optional:
Fargo Badge Printer: **$3,490**
Per Access Card Pricing (2K Card): **$4.25**
Per Key Fob Pricing: **$7.10**

Sincerely,

Doug Ruschill

Doug Ruschill
Baker Group

Approved By:

Signature: _____

P.O. #: _____

Name: _____

Title: _____

Cell: 515.202.6736

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of October 25, 2022

AGENDA HEADING: Resolution Accepting Public Improvements in Willow Hills Plat 2

SYNOPSIS: The public improvements have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approved Final Plat - 2022

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Accepting Public Improvements in Willow Hills Plat 2.

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

RESOLUTION NO. 10-2722

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN WILLOW HILLS PLAT 2

WHEREAS, approval of the final plat for Willow Hills Plat 2 (the "Plat") has previously been given by resolution of the Grimes City Council; and

WHEREAS, at the time of approval of the final plat, certain public improvements within the Plat were not completed; and

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

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

1. That the public improvements in Willow Hills Plat 2, including streets, sidewalks, trails, water mains, storm sewers, and sanitary sewers are hereby accepted and incorporated into the respective street, sidewalk, trail, water main, storm sewer, and sanitary sewer systems in the City of Grimes.

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

PASSED AND APPROVED this 25th day of October, 2022.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

Development Services
410 SE Main Street, Suite 102
Grimes, IA 50111
Phone (515) 986-4050
Fax (515) 986-4480
www.grimesiowa.gov

CERTIFICATE OF COMPLETION

Willow Hills Plat 2

Grimes, Iowa

October 25, 2022

This is to certify that the public improvements constructed on ***Willow Hills Plat 2*** have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Tony Hanson
Senior Engineering Technician

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

AGENDA MEMO

For Meeting of October 25th, 2022

AGENDA HEADING: Temporary Traffic Signal S James Street and S 19th Street – Foth Infrastructure and Environment, LLC, Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for engineering services to design a temporary traffic signal at the intersection of S James St and S 19th St. The James Street Corridor Study identified this intersection as meeting warrants for a traffic signal in its current state. A permanent traffic signal is planned for this intersection with the future roadway project along S James St. from the proposed S 11th St. intersection to S 19th St. There are also accommodations being left at this intersection that will provide for connection to the city's fiber optic system and allow integration of this temporary traffic signal into the overall traffic signal network. The traffic levels and congestion at this intersection have been increasing and this is a proactive measure to improve the flow of traffic until permanent traffic signals are installed in a few years.

The schedule for this project is to design this fall and aim for a late 2022 or early 2023 bid letting with construction to follow. Construction is scheduled to start in spring of 2023 and will depend on material availability and weather.

Staff selected Foth due to their expertise in transportation and traffic signal design. They have proven that they can handle signal projects like this as they successfully completed the S James St. and SE 6th St. temporary traffic signal a couple years ago.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of $17,800.00 based off hourly rates and fixed expenses.

This project will be funded through the traffic signal line item in the CIP.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.10-2822

WHEREAS, the City of Grimes (Grimes) desires to construct temporary traffic signal at the intersection of S James Street and S 19th Street; and,

WHEREAS, the engineering firm of Foth Infrastructure and Environment, LLC (Engineer), has substantial experience in transportation and signal design, and is qualified to provide design 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 temporary traffic signal 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 25th day of October, 2022, and approved by the Mayor on the 25h day of October, 2022.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

TEMPORARY TRAFFIC SIGNAL
S JAMES STREET AND S 19TH STREET

This Agreement is made and entered into this 25th day of October, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	
a. Temporary Traffic Signal Design	$ 15,800.00
b. Bidding & Letting Services	$ 2,000.00
Total	$ 17,800.00

   B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

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

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the

provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Molly Long, P.E., PTOE
Title: Iowa Market Lead
Address: 8191 Birchwood Court, Suite L
City, State: Johnson, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect

nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount

payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the

Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT	CITY OF GRIMES
BY: _____	BY: _____
Name: Molly Long, PE, PTOE	Scott Mikkelsen, Mayor
Title: Iowa Municipal Market Lead	
WITNESS	ATTEST
_____	_____
Name: Josh DeBower, PE	Name: _____
Title: Municipal Market Lead	Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The <insert project name> (Project No. <insert project number>) is generally described as follows:

The <insert major project services: Conceptual Design, Design Surveying and Mapping, Functional Design, Preliminary Design, Final Design, Bid Letting Services, Construction Administration, Construction Observation, Construction Survey> for the proposed grade separation of S. Grand Prairie Parkway over Raccoon River Drive and the Iowa Interstate Railroad north to Grand Avenue in <insert county name> County.

This scope of services is based on the following project assumptions:

- <insert project assumptions>

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	xxxxxxxxx, 2021
A. Conceptual Design	xxxxxxxxx, 2021
B. Design Surveys and Mapping	xxxxxxxxx, 2021

ATTACHMENT 3 - SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2021 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Director	$202.00
Project Manager	$173.00-$199.00
Project Engineer	$143.00-$190.00
Staff Engineer	$117.00-$142.00
Planner	$117.00-$188.00
Project Scientist	$117.00-$143.00
Technology Manager	$168.00
Technician	$80.00-145.00
Construction Manager	$168.00
Land Surveyor	$134.00-$168.00
Project Administrator	$78.00-$98.00
Administrative Assistant	$60.00

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.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2021. Rates subject to change annually on January 1.

ATTACHMENT 1 - SCOPE OF SERVICES

Temporary Traffic Signal
S James Street and S 19th Street
Grimes, Iowa

The work to be performed by the ***Consultant*** under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the analysis and design for the project.

The project consists the design of a temporary traffic signal at the intersection of S James Street and S 19th Street in Grimes, IA. The Consultant will complete utility coordination, final design, and bidding services. This scope of services is based on the following project assumptions:

- Survey from the SE 19th Street Sanitary Sewer Extension project is used.
- No additional right-of-way will be used.
- The City will be entering a rental agreement with the contractor for the equipment with the exception of the traffic signal controller.
- The traffic signal controller will be connected to the City's fiber optic network.
- Construction services to be completed as supplemental agreement (anticipated to be completed in 2022), if needed.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice. The following scope of work is based on our understanding of preliminary discussions with the City.

I. BASIC SERVICES OF THE CONSULTANT

a. TEMPORARY TRAFFIC SIGNAL DESIGN

1.0 PROJECT COORDINATION

1.1 Project Management
The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing, and other important elements of the project. The project duration is assumed to be approximately two (2) months.

1.2 Project Review Meetings
Maintain communications with the project development team and various other designated representatives. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed one (1) meeting will be attended by two (2) staff members of the Consultant.

1.3 Quality Control Plan
Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

1.4 Utility Coordination
The Consultant will coordinate with individual utility companies to address specific conflicts. The final plans will be sent to the appropriate utility companies for utility verification and review of any potential conflicts with existing or proposed utility systems, if needed.

2.0 DESIGN SURVEYS

The Consultant shall use existing survey from the SE 19th Sanitary Sewer Extension project and City GIS information. The City shall provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

2.1 Base Mapping Files

The Consultant will incorporate the existing utility mapping and right-of-way information into the base mapping CADD files containing existing topographic and aerial photo images. The design shall be completed in Microstation format. Right-of-way information shall be obtained from the City or Polk County. Aerial photography and GIS information for public utilities shall be provided by the City.

3.0 TRAFFIC SIGNAL DESIGN AND PLANS

This task consists of preparation of functional and final temporary traffic signal plans with connection to the existing City fiber system (if applicable) for the intersection of S James Street and S 19th Street.

3.1 Functional Plans

The traffic signal layout plans will include control cabinet, traffic signal poles, pedestrian push buttons, connection to the fiber system, handholes and conduit locations. The development of functional plans will identify and address the potential issues with the proposed traffic signal installation, including horizontal and vertical clearances, existing utilities, general traffic operations/improvements and construction staging.

This task includes review of existing public and private utility plans, including water main, sewer, electric, gas, telephone and cable. It also includes analyzing the effects that the proposed improvements will have on the existing utilities.

The functional design plans will be graphical to be used as a reference in preparing final plans for traffic signal improvements. The City of Grimes will review the functional plans. Suggested revisions or design modifications would be addressed in the preliminary design phase.

3.2 Final Plans

Following the completion of functional design and plan preparation the Consultant shall subsequently proceed with final design, contract drawings, special provisions, and estimates for the proposed improvements. The work tasks to be performed by the Consultant under Final design shall include the following:

3.3 Title Sheet

This item consists of finalizing the title sheet. The title sheet will include the following: Index of Sheets, Index of SUDAS Standard Figures, Legend, Location Map, Project Number, Letting Date and Design Designation.

3.4 Typical Details

This item consists of finalizing the typical cross-sections and details through discussions with City staff to ensure equipment preferences and installation methods are met.

3.5 Estimate of Quantities

This item consists of tabulating quantities.

3.6 Traffic Signal Design

This task consists of the final design and drafting of the temporary traffic signal at the designated locations. Included in this task will be the signal layout, wiring diagrams, major equipment locations, connection to fiber optic, special provisions, and other elements of the traffic signal installation, as necessary to accommodate the intersection geometric design, as well as phasing and timing of traffic signals.

3.7 Traffic Control, Staging, Pavement Markings and Permanent Signing
This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans. This item also includes the final design and drafting of permanent signing. It is assumed that the City will install the permanent signing for the Project.

3.8 Opinion of Probable Construction Cost
Prepare opinion of probable construction cost for project. Final cost estimate shall be based on representative project elements. Detailed quantity takeoffs will be developed for the final cost estimate.

3.9 Preparation of Project Manual
The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Instruction to bidders, Quote forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. Also, the SUDAS Specifications shall be used with the City of Grimes' supplemental specifications to the SUDAS specifications.

The Consultant will prepare special provisions for the project for any additions and/or revisions to the standard and supplemental specifications.

B. BIDDING & LETTING SERVICES

The Consultant will coordinate and manage the letting process for the project. The work tasks to be performed or coordinated by the Consultant shall include the following:

1.0 Advertisement for Bids/Bid Phase
The Consultant shall assist in the preparation of the notice to Contractors. The Consultant shall disseminate contract documents. The work tasks to be performed or coordinated by the Consultant shall include the following: sending informal notice of project to contractors, copying of plans and project manual, distribution of plans and project manual, distribution of bid tabulation, preparation of construction contract documents and arrange preconstruction meeting.

The work tasks to be performed or coordinated by the City during the Bid Period Services shall include the following: publishing the notice of hearing and letting (Consultant shall prepare the notice of hearing and letting).

2.0 Plan Clarification
The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expand the bidding documents.

3.0 Letting, Bid Tabs, and Award Recommendation
The Consultant shall have a representative present when the bids are opened, shall make tabulation of bids for the City, shall advise the City on the responsiveness of the bidders, and assist the City in making the award of contract. After the awards are made, the Consultant shall assist in the preparation of the necessary contract documents.

PROJECT DELIVERABLES:
The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City:

- Three (3) paper sets of the original signed final drawings (half-size 11"x17") and final project manual that includes specifications, engineer's final opinion of probable cost, and contract documents
- Electronic copy in pdf format of signed final drawings, final project manual that includes specifications, engineer's final opinion of probable cost, and contract documents

ADDITIONAL SERVICES:

Additional Services are ***not*** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

1.) Traffic counts
2.) Appraisals
3.) Review Appraisals
4.) Right-of-Way acquisition services
5.) Report of Record Ownership and Liens (Title Searches)
6.) Eminent Domain proceedings
7.) Preparation of Environmental Evaluation and Documentation
8.) HEC-RAS Water Surface Modeling
9.) Historical and Archeological Preservation Investigations (Section 106)
10.) Phase II Cultural Resource Survey
11.) Contaminated Soils Investigations
12.) Bridge/Structural Design
13.) Lighting Design
14.) Streetscape Design
15.) Subsurface Utility Investigations
16.) Construction Surveys
17.) Construction Period Testing Services

ATTACHMENT 2 - SCHEDULE

Temporary Traffic Signal
S James Street and S 19th Street
Grimes, Iowa

Notice to Proceed	October 25, 2022
Traffic Signal Design/Plans	November 2022
Bidding	November - December 2022
Construction	January 2023 – March 2023*

**Construction will depend on material availability and weather.*

ATTACHMENT 3 – SCHEDULE OF FEES

Temporary Traffic Signal
S James Street and S 19th Street
Grimes, Iowa

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Director	$208.00
Project Manager	$178.00-$205.00
Project Engineer	$147.00-$196.00
Staff Engineer	$121.00-$146.00
Planner	$121.00-$194.00
Project Scientist	$121.00-$147.00
Technology Manager	$173.00
Technician	$82.00-149.00
Construction Manager	$173.00
Land Surveyor	$138.00-$173.00
Project Administrator	$80.00-$100.00
Administrative Assistant	$60.00

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.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.

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

AGENDA MEMO

For Meeting of October 25, 2022

AGENDA HEADING: Grimes Plex – Public Hearing.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve a resolution to adopt plans, specifications, form of contract and estimate of cost. The engineer's estimate when the project went out for bid was approximately $20,816,000 with the knowledge that additional electrical components would be added through addendums during the bidding period. These addendums resulted in an increase in scope for the Base Bid and Bid Alternate 1 with the addition of Bid Alternate 3 & Bid Alternate 4 too. This increased the total estimated cost to $27,150,803. This project was bid on October 18, 2022 and the following are the results for the apparent low bidder with the engineer's estimate, for reference:

Edge Commercial, LLC –	$7,298,586.77 (Base Bid)
	$5,750,337.10 (Alternate 1)
	$7,269,858.24 (Alternate 2)
	$46,000.00 (Alternate 3)
	$2,997,800.00 (Alternate 4)
	$23,362,582.11 (Total Base Bid + Alternates)
Engineer's Estimate –	$7,521,435.00 (Base Bid)
	$5,476,315.00 (Alternate 1)
	$9,472,128.00 (Alternate 2)
	$200,000.00 (Alternate 3)
	$4,480,925.00 (Alternate 4)
	$27,150,803.00 (Total Base Bid + Alternates)

The alternates were as follows:

Alternate 1 – Shared Use Path, Fencing and Netting for Fields, Dugouts, Field Lighting Rough in
Alternate 2 – Synthetic Turf Fields
Alternate 3 – Parking Lot Gate installation
Alternate 4 – Field Lighting and Controls

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The results from the bidding showed good interest in this project for this type of work in the current bidding environment. There were a total of 5 bidders and as you can see from the last page of the bid tabulation, 4 of the 5 bidder were around $3,000,000 under the engineer's estimate. The low bidder is Edge Commercial, LLC of Grimes, Iowa. The City of Grimes is currently working with Edge Commercial on the construction of the Waterworks Park splashpad and city staff feels they are capable of performing this work.

There was one issue with Edge Commercial's bid in that they failed to acknowledge Addendum No. 3 on their proposal form because of confusion with some wording that made them think that Addendum No. 3 replaced Addendum No. 2. They then acknowledged Addendum No. 2 thinking that that was acknowledgment of Addendum No. 3, when all addendums are required to be acknowledged regardless. City staff reviewed this issue with the project engineer and the city attorney and felt that in this situation it was acceptable for the city council to waive this irregularity, which the city has the right to do according to the contract documents.

Following a review of the bids, city staff would recommend eliminating Bid Alternate No. 3 to be completed at a later date due to bid amount irregularities across the submitted bids. We would also strongly push for inclusion of Bid Alternate No. 4, which is the field lighting if possible.

The recommendation of city staff is to hold the Public Hearing, receive and file the submitted bids and approve the resolution adopting contract documents and the cost estimate. We plan to have PFM look at the financials and funding before we move forward with an award of the project to make sure we have a funding mechanism to cover the construction costs. This will also let us know if we will be able to include the field lighting now or have to wait when additional funding is available in the future. The current plan would be to delay project award until the November 8th council meeting.

FISCAL IMPACT: This project came in about 14% under the revised engineer's estimate for the full project and is scheduled for construction this fiscal year. The funding sources for this project will be facility revenue bonding and developer donation funds.

PREVIOUS COUNCIL ACTION(S): Approval of a Professional Services Agreement for design and bidding, Approval of resolution setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council hold the public hearing and approve the resolution, as stated above.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE GRIMES PLEX" and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 10-2922

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE GRIMES PLEX

WHEREAS, on the **13th** day of **September 2022**, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Grimes Plex; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 25th day of October 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Bid Tabulation - Base Bid

Grimes Plex

Grimes, Iowa

October 18, 2022

Item No.	SUDAS or IDOT No.	Item	Unit	Engineer's Estimate (Base Bid)			Edge Commercial, LLC			All Star Concrete		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 2		EARTHWORK										
2.01	1.01	CLEARING AND GRUBBING	LS	1	$2,000.00	$2,000.00	1	$28,000.00	$28,000.00	1	$10,380.00	$10,380.00
2.02	2.01	TOPSOIL, ONSITE	CY	44,700	$5.00	$223,500.00	44,700	$12.53	$560,091.00	44,700	$12.46	$556,962.00
2.03	2.03	EXCAVATION, CLASS 10 (ON-SITE)	CY	13,400	$5.00	$67,000.00	13,400	$8.58	$114,972.00	13,400	$4.16	$55,744.00
2.04	2.04	BELOW GRADE EXCAVATION (CORE OUT)	CY	500	$32.00	$16,000.00	500	$24.00	$12,000.00	500	$36.33	$18,165.00
2.05	3.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	27,250	$3.00	$81,750.00	27,250	$3.05	$83,112.50	27,250	$4.16	$113,360.00
2.06	2.05	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	46,664	$3.50	$163,324.00	46,664	$2.70	$125,992.80	46,664	$3.12	$145,591.68
2.07	3.05	SUBGRADE TREATMENT, 12 IN. DEPTH	SY	133,900	$6.00	$803,400.00	133,900	$9.22	$1,234,558.00	133,900	$8.31	$1,112,709.00
2.08	2.06	COMPACTION TESTING	LS	1	$6,500.00	$6,500.00	1	$22,000.00	$22,000.00	1	$10,380.00	$10,380.00
DIVISION 3	2.07	TRENCH AND TRENCHLESS CONSTRUCTION										
3.01	2.08	TRENCH COMPACTION TESTING	LS	1	$5,000.00	$5,000.00	1	$9,500.00	$9,500.00	1	$4,152.00	$4,152.00
DIVISION 4		SEWERS AND DRAINS										
4.01	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 6 IN. DIA.	LF	1,603	$80.00	$128,240.00	1,603	$67.37	$107,994.11	1,603	$98.61	$158,071.83
4.02	4010-I	SANITARY SEWER CLEANOUT	EA	5	$1,975.00	$9,875.00	5	$1,760.00	$8,800.00	5	$1,375.35	$6,876.75
4.03	4020-A-1	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	143	$45.00	$6,435.00	143	$48.95	$6,999.85	143	$79.93	$11,429.99
4.04	4020-A-1	STORM SEWER, TRENCHED, HDPE, 12 IN. DIA.	LF	244	$60.00	$14,640.00	244	$54.51	$13,300.44	244	$83.04	$20,261.76
4.05	4020-A-1	STORM SEWER, TRENCHED, HDPE, 18 IN. DIA.	LF	61	$70.00	$4,270.00	61	$80.33	$4,900.13	61	$90.31	$5,508.91
4.06	4020-A-1	STORM SEWER, TRENCHED, HDPE, 24 IN. DIA.	LF	287	$75.00	$21,525.00	287	$82.58	$23,700.46	287	$101.73	$29,196.51
4.07	4020-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 12 IN. DIA.	LF	1,401	$70.00	$98,070.00	1,401	$61.85	$86,651.85	1,401	$83.04	$116,339.04
4.08	4020-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	LF	3,888	$75.00	$291,600.00	3,888	$64.30	$249,998.40	3,888	$87.20	$339,033.60
4.09	4020-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	LF	357	$80.00	$28,560.00	357	$66.11	$23,601.27	357	$91.35	$32,611.95
4.10	4020-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	LF	891	$85.00	$75,735.00	891	$89.79	$80,002.89	891	$103.80	$92,485.80
4.11	4020-A-1	STORM SEWER, TRENCHED, 12 IN. DIA.	LF	163	$75.00	$12,225.00	163	$53.37	$8,699.31	163	$80.97	$13,198.11
4.12	4020-A-1	STORM SEWER, TRENCHED, 15 IN. DIA.	LF	1,070	$80.00	$85,600.00	1,070	$62.99	$67,399.30	1,070	$62.28	$66,639.60
4.13	4020-A-1	STORM SEWER, TRENCHED, 18 IN. DIA.	LF	601	$85.00	$51,085.00	601	$62.90	$37,802.90	601	$91.35	$54,901.35
4.14	4020-A-1	STORM SEWER, TRENCHED, 24 IN. DIA.	LF	769	$90.00	$69,210.00	769	$85.83	$66,003.27	769	$103.80	$79,822.20
4.15	4020-A-1	STORM SEWER, TRENCHED, SLOTTED DRAIN, 12 IN. DIA.	LF	220	$150.00	$33,000.00	220	$790.91	$174,000.20	220	$622.80	$137,016.00
4.16	4030-B	PIPE APRON, CMP, 24 IN. DIA.	EA	1	$1,000.00	$1,000.00	1	$2,300.00	$2,300.00	1	$1,349.40	$1,349.40
4.17	4030-D	PIPE APRON GUARD	EA	1	$750.00	$750.00	1	$1,180.00	$1,180.00	1	$1,349.40	$1,349.40
4.18	4040-C	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN. DIA.	EA	2	$800.00	$1,600.00	2	$1,900.00	$3,800.00	2	$1,349.40	$2,698.80
DIVISION 5		WATER MAIN AND APPURTENANCES										
5.01	5010-A-1	WATER MAIN, TRENCHED, PVC, 6 IN. DIA.	LF	895	$75.00	$67,125.00	895	$49.16	$43,998.20	895	$41.52	$37,160.40
5.02	5010-E-1	WATER SERVICE PIPE, TRENCHED, COPPER, 2 IN. DIA.	LF	925	$65.00	$60,125.00	925	$50.43	$46,647.75	925	$51.90	$48,007.50
5.03	5010-E-3	WATER SERVICE CURB STOP AND BOX, 2 IN. DIA.	EA	5	$2,000.00	$10,000.00	5	$1,950.00	$9,750.00	5	$1,660.80	$8,304.00
5.04	5020-C	FIRE HYDRANT ASSEMBLY	EA	2	$8,000.00	$16,000.00	2	$8,700.00	$17,400.00	2	$7,577.40	$15,154.80
5.05	5020-J	FIRE HYDRANT REMOVAL	EA	2	$1,000.00	$2,000.00	2	$1,575.00	$3,150.00	2	$1,038.00	$2,076.00

Bid Tabulation - Base Bid

Grimes Plex

Grimes, Iowa

October 18, 2022

Item No.	SUDAS or IDOT No.	Item	Unit	Engineer's Estimate (Base Bid)			Edge Commercial, LLC			All Star Concrete		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 6		STRUCTURES FOR SANITARY AND STORM SEWER										
6.01	6010-A	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	7	$8,000.00	$56,000.00	7	$6,714.00	$46,998.00	7	$6,228.00	$43,596.00
6.02	6010-A	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA	18	$5,000.00	$90,000.00	18	$3,638.89	$65,500.02	18	$4,671.00	$84,078.00
6.03	6010-A	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1	$6,500.00	$6,500.00	1	$5,900.00	$5,900.00	1	$5,501.40	$5,501.40
6.04	6010-A	MANHOLE, TYPE SW-402, 5 FT. X 5 FT. (STORM SEWER)	EA	1	$8,600.00	$8,600.00	1	$6,400.00	$6,400.00	1	$5,709.00	$5,709.00
6.05	6010-A	MANHOLE, TYPE SW-403 MODIFIED, 7 FT. X 4 FT. (STORM SEWER)	EA	1	$13,000.00	$13,000.00	1	$11,200.00	$11,200.00	1	$10,380.00	$10,380.00
6.06	6010-B	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	8	$4,000.00	$32,000.00	8	$3,318.75	$26,550.00	8	$3,114.00	$24,912.00
6.07	6010-B	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 48 IN. DIA.	EA	2	$5,000.00	$10,000.00	2	$4,000.00	$8,000.00	2	$3,321.60	$6,643.20
6.08	6010-B	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2	$7,000.00	$14,000.00	2	$5,775.00	$11,550.00	2	$5,501.40	$11,002.80
6.09	6010-B	INTAKE, TYPE SW-503, SINGLE GRATE INTAKE WITH MANHOLE	EA	2	$6,500.00	$13,000.00	2	$5,600.00	$11,200.00	2	$4,878.60	$9,757.20
6.10	6010-B	INTAKE, TYPE SW-504, SINGLE GRATE INTAKE WITH FLUSH-TOP MH	EA	1	$8,000.00	$8,000.00	1	$6,500.00	$6,500.00	1	$6,228.00	$6,228.00
6.11	6010-B	INTAKE, TYPE SW-511, RECTANGULAR AREA INTAKE	EA	7	$5,500.00	$38,500.00	7	$4,285.71	$29,999.97	7	$3,321.60	$23,251.20
6.12	6010-B	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	3	$3,500.00	$10,500.00	3	$2,933.33	$8,799.99	3	$3,114.00	$9,342.00
6.13	6010-B	INTAKE, HDPE INLINE DRAIN, 24 IN. DIA.	EA	4	$2,750.00	$11,000.00	4	$3,825.00	$15,300.00	4	$3,944.40	$15,777.60
6.14	6010-B	INTAKE, HDPE INTAKE BASIN, 24 IN. DIA.	EA	6	$3,000.00	$18,000.00	6	$3,933.33	$23,599.98	6	$3,736.80	$22,420.80
6.15	6010-C-2	EXTERNAL DROP CONNECTION	EA	2	$6,500.00	$13,000.00	2	$17,700.00	$35,400.00	2	$6,435.60	$12,871.20
6.16	6010-E	MANHOLE ADJUSTMENT, MINOR	EA	9	$1,500.00	$13,500.00	9	$2,744.44	$24,699.96	9	$1,868.40	$16,815.60
6.17	6010-E	INTAKE ADJUSTMENT, MINOR	EA	1	$1,500.00	$1,500.00	1	$2,300.00	$2,300.00	1	$1,245.60	$1,245.60
6.18	6010-F	MANHOLE ADJUSTMENT, MAJOR	EA	1	$3,500.00	$3,500.00	1	$8,250.00	$8,250.00	1	$1,245.60	$1,245.60
6.19	6010-F	INTAKE ADJUSTMENT, MAJOR	EA	1	$4,800.00	$4,800.00	1	$13,440.00	$13,440.00	1	$1,245.60	$1,245.60
6.20	6010-G	CONNECTION TO EXISTING MANHOLE	EA	7	$2,000.00	$14,000.00	7	$6,571.43	$46,000.01	7	$1,038.00	$7,266.00
6.21	6010-G	CONNECTION TO EXISTING INTAKE	EA	2	$2,000.00	$4,000.00	2	$5,200.00	$10,400.00	2	$1,038.00	$2,076.00
DIVISION 7		STREETS AND RELATED WORK										
7.01	7010-A	PAVEMENT, PCC, 8 IN.	SY	287	$75.00	$21,525.00	287	$62.72	$18,000.64	287	$76.99	$22,096.13
7.02	7010-A	PAVEMENT, PCC, 7 IN.	SY	414	$70.00	$28,980.00	414	$60.39	$25,001.46	414	$58.76	$24,326.64
7.03	7010-A	PAVEMENT, PCC, 6 IN.	SY	43,610	$60.00	$2,616,600.00	43,610	$47.24	$2,060,136.40	43,610	$41.03	$1,789,318.30
7.04	7010-G	CONCRETE MEDIAN	SY	45	$75.00	$3,375.00	45	$197.78	$8,900.10	45	$100.29	$4,513.05
7.05	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	$7,250.00	$7,250.00	1	$30,000.00	$30,000.00	1	$17,079.26	$17,079.26
7.06	7030-B	REMOVAL OF CURB	LF	240	$10.00	$2,400.00	240	$22.92	$5,500.80	240	$15.57	$3,736.80
7.08	7030-C	SHARED USE PATH, PCC, 6 IN. (TRAIL)	SY	265	$60.00	$15,900.00	265	$64.15	$16,999.75	265	$59.77	$15,839.05
7.09	7030-E	SIDEWALK, PCC, 4 IN.	SY	500	$50.00	$25,000.00	500	$50.00	$25,000.00	500	$48.63	$24,315.00
7.10	7030-E	SIDEWALK, PCC, 5 IN. (CLASS A)	SY	2,100	$55.00	$115,500.00	2,100	$61.90	$129,990.00	2,100	$71.93	$151,053.00
7.11	7030-E	SIDEWALK, PCC, 6 IN. (RAMPS)	SY	270	$70.00	$18,900.00	270	$51.85	$13,999.50	270	$70.91	$19,145.70
7.12	7030-G	DETECTABLE WARNING	SF	325	$50.00	$16,250.00	325	$55.38	$17,998.50	325	$45.59	$14,816.75
7.13	7040-H	PAVEMENT REMOVAL	SY	40	$20.00	$800.00	40	$75.00	$3,000.00	40	$72.66	$2,906.40
DIVISION 8		TRAFFIC CONTROL AND SIGNALIZATION										
8.01	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	269	$110.00	$29,535.00	269	$113.15	$30,380.78	269	$202.41	$54,347.09
8.02	8020-G	PAINTED SYMBOLS AND LEGENDS	EA	31	$550.00	$17,050.00	31	$210.00	$6,510.00	31	$171.27	$5,309.37
8.03	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00	1	$4,340.00	$4,340.00	1	$4,052.00	$4,052.00
8.04	SPECIAL	TEMPORARY PEDESTRIAN TRAFFIC CONTROL	LS	1	$2,500.00	$2,500.00	1	$2,712.00	$2,712.00	1	$2,026.00	$2,026.00
8.05	SPECIAL	TRAFFIC SIGNAGE	EA	40	$500.00	$20,000.00	40	$352.63	$14,105.20	40	$337.35	$13,494.00
8.06	SPECIAL	BOLLARDS	EA	145	$800.00	$116,000.00	145	$182.75	$26,498.75	145	$557.15	$80,786.75

Bid Tabulation - Base Bid

Grimes Plex

Grimes, Iowa

October 18, 2022

Item No.	SUDAS or IDOT No.	Item	Unit	Engineer's Estimate (Base Bid)			Edge Commercial, LLC			All Star Concrete		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 9		SITE WORK AND LANDSCAPING										
9.01	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC	1	$2,500.00	$3,250.00	1	$5,000.00	$6,500.00	1	$2,335.50	$3,036.15
9.02	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 3	AC	5	$3,000.00	$14,100.00	5	$1,193.62	$5,610.01	5	$1,297.50	$6,098.25
9.03	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING TYPE 4 (TEMP SEED)	AC	53	$500.00	$26,350.00	53	$651.01	$34,308.23	53	$363.30	$19,145.91
9.04	9010-B	HYDRAULIC MULCHING (BFM)	AC	6	$3,500.00	$21,000.00	6	$4,883.33	$29,299.98	6	$3,892.50	$23,355.00
9.05	9020-A	SOD	SQ	1,082	$35.00	$37,870.00	1,082	$78.10	$84,504.20	1,082	$88.23	$95,464.86
9.06	SPECIAL	4 IN. METAL EDGE, LANDSCAPE BEDS	LF	1,302	$9.00	$11,718.00	1,302	$10.85	$14,126.70	1,302	$9.35	$12,173.70
9.07	SPECIAL	WOOD MULCH, LANDSCAPE BEDS	SF	11,962	$3.00	$35,886.00	11,962	$1.09	$13,038.58	11,962	$0.64	$7,655.68
9.08	9030-A	PLANTS, EVERGREEN TREES	EA	148	$600.00	$88,800.00	148	$486.49	$72,000.52	148	$493.05	$72,971.40
9.09	9030-A	PLANTS, ORNAMENTAL TREES	EA	57	$500.00	$28,500.00	57	$435.09	$24,800.13	57	$467.10	$26,624.70
9.10	9030-A	PLANTS, OVERSTORY TREES	EA	103	$650.00	$66,950.00	103	$541.75	$55,800.25	103	$544.95	$56,129.85
9.11	9030-A	PLANTS, SHRUBS	EA	92	$150.00	$13,800.00	92	$70.65	$6,499.80	92	$88.23	$8,117.16
9.12	9040-A-2	SWPPP MANAGEMENT	LS	1	$8,000.00	$8,000.00	1	$5,500.00	$5,500.00	1	$4,152.00	$4,152.00
9.13	9040-D-1	FILTER SOCKS, 12 IN.	LF	2,410	$2.00	$4,820.00	2,410	$3.61	$8,700.10	2,410	$2.86	$6,892.60
9.14	9040-D-2	FILTER SOCKS, REMOVAL	LF	2,410	$0.50	$1,205.00	2,410	$0.50	$1,205.00	2,410	$0.37	$891.70
9.15	9040-J	RIP RAP, CLASS E	TON	15	$60.00	$900.00	15	$212.67	$3,190.05	15	$88.23	$1,323.45
9.16	9040-N-1	SILT FENCE	LF	8,415	$2.00	$16,830.00	8,415	$1.43	$12,033.45	8,415	$1.82	$15,315.30
9.17	9040-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	8,415	$0.50	$4,207.50	8,415	$0.19	$1,598.85	8,415	$0.16	$1,346.40
9.18	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	800	$10.00	$8,000.00	800	$40.00	$32,000.00	800	$25.95	$20,760.00
9.19	9040-Q-2	EROSION CONTROL MULCHING, STRAW	AC	53	$600.00	$31,620.00	53	$616.70	$32,500.09	53	$544.95	$28,718.87
9.20	9040-T-1	INLET PROTECTION DEVICE, DROP-IN	EA	44	$135.00	$5,940.00	44	$170.45	$7,499.80	44	$181.65	$7,992.60
9.21	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	44	$30.00	$1,320.00	44	$11.36	$499.84	44	$25.95	$1,141.80
9.33	9071-A	RETAINING WALL	SF	1,525	$75.00	$114,375.00	1,525	$69.51	$106,002.75	1,525	$66.44	$101,321.00
DIVISION 11		MISCELLANEOUS										
11.01	11,020-A	MOBILIZATION	LS	1	$379,324.50	$379,324.50	1	$15,000.00	$15,000.00	1	$129,750.00	$129,750.00
11.02	11,050-A	CONCRETE WASHOUT	EA	2	$4,000.00	$8,000.00	2	$8,000.00	$16,000.00	2	$8,509.20	$17,018.40
11.03	SPECIAL	BASE BID ELECTRICAL	LS	1	$680,560.00	$680,560.00	1	$575,000.00	$575,000.00	1	$547,657.11	$547,657.11
		Total Base Bid =				**$7,521,435.00**			**$7,298,586.77**			**$7,092,517.35**

*Discrepancy in Total Price due to mathematical error (rounding) in Bid Proposal. The unit price was held for this Bid Tabulation. The total Bid price does NOT match the Proposal. Original Proposal =$7,298,800.

Bid Tabulation - Base Bid

Grimes Plex

Grimes, Iowa

October 18, 2022

Item No.	SUDAS or IDOT No.	Item	Unit	Absolute Concrete Construction, Inc			Concrete Technologies, Inc			Larson Construction Co., Inc		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 2		EARTHWORK										
2.01	1.01	CLEARING AND GRUBBING	LS	1	$10,000.00	$10,000.00	1	$10,400.00	$10,400.00	1	$14,000.00	$14,000.00
2.02	2.01	TOPSOIL, ONSITE	CY	44,700	$12.00	$536,400.00	44,700	$12.50	$558,750.00	44,700	$11.50	$514,050.00
2.03	2.03	EXCAVATION, CLASS 10 (ON-SITE)	CY	13,400	$4.00	$53,600.00	13,400	$4.20	$56,280.00	13,400	$7.65	$102,510.00
2.04	2.04	BELOW GRADE EXCAVATION (CORE OUT)	CY	500	$35.00	$17,500.00	500	$36.50	$18,250.00	500	$22.00	$11,000.00
2.05	3.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	27,250	$4.00	$109,000.00	27,250	$4.20	$114,450.00	27,250	$2.80	$76,300.00
2.06	2.05	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	46,664	$3.00	$139,992.00	46,664	$3.15	$146,991.60	46,664	$2.49	$116,193.36
2.07	3.05	SUBGRADE TREATMENT, 12 IN. DEPTH	SY	133,900	$8.00	$1,071,200.00	133,900	$8.35	$1,118,065.00	133,900	$8.50	$1,138,150.00
2.08	2.06	COMPACTION TESTING	LS	1	$10,000.00	$10,000.00	1	$10,400.00	$10,400.00	1	$10,000.00	$10,000.00
DIVISION 3	2.07	TRENCH AND TRENCHLESS CONSTRUCTION										
3.01	2.08	TRENCH COMPACTION TESTING	LS	1	$8,200.00	$8,200.00	1	$15,600.00	$15,600.00	1	$8,500.00	$8,500.00
DIVISION 4		SEWERS AND DRAINS										
4.01	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 6 IN. DIA.	LF	1,603	$53.00	$84,959.00	1,603	$65.00	$104,195.00	1,603	$62.00	$99,386.00
4.02	4010-I	SANITARY SEWER CLEANOUT	EA	5	$1,115.00	$5,575.00	5	$1,665.00	$8,325.00	5	$1,601.00	$8,005.00
4.03	4020-A-1	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	143	$42.00	$6,006.00	143	$47.00	$6,721.00	143	$45.00	$6,435.00
4.04	4020-A-1	STORM SEWER, TRENCHED, HDPE, 12 IN. DIA.	LF	244	$55.00	$13,420.00	244	$52.00	$12,688.00	244	$50.00	$12,200.00
4.05	4020-A-1	STORM SEWER, TRENCHED, HDPE, 18 IN. DIA.	LF	61	$72.00	$4,392.00	61	$76.00	$4,636.00	61	$73.00	$4,453.00
4.06	4020-A-1	STORM SEWER, TRENCHED, HDPE, 24 IN. DIA.	LF	287	$82.00	$23,534.00	287	$79.00	$22,673.00	287	$76.00	$21,812.00
4.07	4020-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 12 IN. DIA.	LF	1,401	$80.00	$112,080.00	1,401	$60.00	$84,060.00	1,401	$57.00	$79,857.00
4.08	4020-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	LF	3,888	$84.50	$328,536.00	3,888	$62.00	$241,056.00	3,888	$59.00	$229,392.00
4.09	4020-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	LF	357	$92.00	$32,844.00	357	$64.00	$22,848.00	357	$61.00	$21,777.00
4.10	4020-A-1	STORM SEWER, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	LF	891	$105.25	$93,777.75	891	$85.00	$75,735.00	891	$82.00	$73,062.00
4.11	4020-A-1	STORM SEWER, TRENCHED, 12 IN. DIA.	LF	163	$55.00	$8,965.00	163	$51.00	$8,313.00	163	$49.00	$7,987.00
4.12	4020-A-1	STORM SEWER, TRENCHED, 15 IN. DIA.	LF	1,070	$60.50	$64,735.00	1,070	$60.00	$64,200.00	1,070	$58.00	$62,060.00
4.13	4020-A-1	STORM SEWER, TRENCHED, 18 IN. DIA.	LF	601	$67.00	$40,267.00	601	$60.00	$36,060.00	601	$58.00	$34,858.00
4.14	4020-A-1	STORM SEWER, TRENCHED, 24 IN. DIA.	LF	769	$81.00	$62,289.00	769	$83.00	$63,827.00	769	$79.00	$60,751.00
4.15	4020-A-1	STORM SEWER, TRENCHED, SLOTTED DRAIN, 12 IN. DIA.	LF	220	$663.50	$145,970.00	220	$760.00	$167,200.00	220	$727.00	$159,940.00
4.16	4030-B	PIPE APRON, CMP, 24 IN. DIA.	EA	1	$960.00	$960.00	1	$2,210.00	$2,210.00	1	$2,123.00	$2,123.00
4.17	4030-D	PIPE APRON GUARD	EA	1	$650.00	$650.00	1	$1,125.00	$1,125.00	1	$1,082.00	$1,082.00
4.18	4040-C	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN. DIA.	EA	2	$1,025.00	$2,050.00	2	$1,840.00	$3,680.00	2	$1,766.00	$3,532.00
DIVISION 5		WATER MAIN AND APPURTENANCES										
5.01	5010-A-1	WATER MAIN, TRENCHED, PVC, 6 IN. DIA.	LF	895	$39.00	$34,905.00	895	$38.00	$34,010.00	895	$36.00	$32,220.00
5.02	5010-E-1	WATER SERVICE PIPE, TRENCHED, COPPER, 2 IN. DIA.	LF	925	$60.00	$55,500.00	925	$44.00	$40,700.00	925	$42.00	$38,850.00
5.03	5010-E-3	WATER SERVICE CURB STOP AND BOX, 2 IN. DIA.	EA	5	$1,150.00	$5,750.00	5	$1,870.00	$9,350.00	5	$1,798.00	$8,990.00
5.04	5020-C	FIRE HYDRANT ASSEMBLY	EA	2	$6,725.00	$13,450.00	2	$7,750.00	$15,500.00	2	$7,451.00	$14,902.00
5.05	5020-J	FIRE HYDRANT REMOVAL	EA	2	$1,085.00	$2,170.00	2	$1,510.00	$3,020.00	2	$1,450.00	$2,900.00

Bid Tabulation - Base Bid

Grimes Plex
Grimes, Iowa
October 18, 2022

				Absolute Concrete Construction, Inc			Concrete Technologies, Inc			Larson Construction Co., Inc		
Item No.	SUDAS or IDOT No.	Item	Unit	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 6		STRUCTURES FOR SANITARY AND STORM SEWER										
6.01	6010-A	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	7	$5,500.00	$38,500.00	7	$6,440.00	$45,080.00	7	$6,190.00	$43,330.00
6.02	6010-A	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA	18	$5,545.00	$99,810.00	18	$3,480.00	$62,640.00	18	$3,351.00	$60,318.00
6.03	6010-A	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1	$7,600.00	$7,600.00	1	$5,630.00	$5,630.00	1	$5,415.00	$5,415.00
6.04	6010-A	MANHOLE, TYPE SW-402, 5 FT. X 5 FT. (STORM SEWER)	EA	1	$8,350.00	$8,350.00	1	$6,125.00	$6,125.00	1	$5,888.00	$5,888.00
6.05	6010-A	MANHOLE, TYPE SW-403 MODIFIED, 7 FT. X 4 FT. (STORM SEWER)	EA	1	$13,725.00	$13,725.00	1	$10,725.00	$10,725.00	1	$10,311.00	$10,311.00
6.06	6010-B	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	8	$3,490.00	$27,920.00	8	$3,175.00	$25,400.00	8	$3,056.00	$24,448.00
6.07	6010-B	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 48 IN. DIA.	EA	2	$5,045.00	$10,090.00	2	$3,800.00	$7,600.00	2	$3,642.00	$7,284.00
6.08	6010-B	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2	$6,850.00	$13,700.00	2	$5,535.00	$11,070.00	2	$5,321.00	$10,642.00
6.09	6010-B	INTAKE, TYPE SW-503, SINGLE GRATE INTAKE WITH MANHOLE	EA	2	$5,345.00	$10,690.00	2	$5,300.00	$10,600.00	2	$5,093.00	$10,186.00
6.10	6010-B	INTAKE, TYPE SW-504, SINGLE GRATE INTAKE WITH FLUSH-TOP MH	EA	1	$7,550.00	$7,550.00	1	$6,225.00	$6,225.00	1	$5,983.00	$5,983.00
6.11	6010-B	INTAKE, TYPE SW-511, RECTANGULAR AREA INTAKE	EA	7	$3,980.00	$27,860.00	7	$4,060.00	$28,420.00	7	$3,904.00	$27,328.00
6.12	6010-B	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	3	$2,450.00	$7,350.00	3	$2,825.00	$8,475.00	3	$2,707.00	$8,121.00
6.13	6010-B	INTAKE, HDPE INLINE DRAIN, 24 IN. DIA.	EA	4	$3,350.00	$13,400.00	4	$3,675.00	$14,700.00	4	$3,535.00	$14,140.00
6.14	6010-B	INTAKE, HDPE INTAKE BASIN, 24 IN. DIA.	EA	6	$3,905.00	$23,430.00	6	$3,775.00	$22,650.00	6	$3,627.00	$21,762.00
6.15	6010-C-2	EXTERNAL DROP CONNECTION	EA	2	$8,795.00	$17,590.00	2	$17,000.00	$34,000.00	2	$16,315.00	$32,630.00
6.16	6010-E	MANHOLE ADJUSTMENT, MINOR	EA	9	$2,815.00	$25,335.00	9	$2,630.00	$23,670.00	9	$2,530.00	$22,770.00
6.17	6010-E	INTAKE ADJUSTMENT, MINOR	EA	1	$1,050.00	$1,050.00	1	$2,235.00	$2,235.00	1	$2,151.00	$2,151.00
6.18	6010-F	MANHOLE ADJUSTMENT, MAJOR	EA	1	$1,950.00	$1,950.00	1	$7,890.00	$7,890.00	1	$7,586.00	$7,586.00
6.19	6010-F	INTAKE ADJUSTMENT, MAJOR	EA	1	$5,125.00	$5,125.00	1	$12,870.00	$12,870.00	1	$12,375.00	$12,375.00
6.20	6010-G	CONNECTION TO EXISTING MANHOLE	EA	7	$2,400.00	$16,800.00	7	$6,300.00	$44,100.00	7	$6,057.00	$42,399.00
6.21	6010-G	CONNECTION TO EXISTING INTAKE	EA	2	$2,400.00	$4,800.00	2	$50,200.00	$100,400.00	2	$4,827.00	$9,654.00
DIVISION 7		STREETS AND RELATED WORK										
7.01	7010-A	PAVEMENT, PCC, 8 IN.	SY	287	$130.00	$37,310.00	287	$124.00	$35,588.00	287	$95.00	$27,265.00
7.02	7010-A	PAVEMENT, PCC, 7 IN.	SY	414	$125.00	$51,750.00	414	$79.00	$32,706.00	414	$82.00	$33,948.00
7.03	7010-A	PAVEMENT, PCC, 6 IN.	SY	43,610	$57.50	$2,507,575.00	43,610	$48.00	$2,093,280.00	43,610	$55.00	$2,398,550.00
7.04	7010-G	CONCRETE MEDIAN	SY	45	$155.00	$6,975.00	45	$148.00	$6,660.00	45	$185.00	$8,325.00
7.05	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	$15,000.00	$15,000.00	1	$42,115.00	$42,115.00	1	$100,000.00	$100,000.00
7.06	7030-B	REMOVAL OF CURB	LF	240	$15.00	$3,600.00	240	$16.00	$3,840.00	240	$21.00	$5,040.00
7.08	7030-C	SHARED USE PATH, PCC, 6 IN. (TRAIL)	SY	265	$120.00	$31,800.00	265	$52.00	$13,780.00	265	$70.00	$18,550.00
7.09	7030-E	SIDEWALK, PCC, 4 IN.	SY	500	$118.00	$59,000.00	500	$52.00	$26,000.00	500	$70.00	$35,000.00
7.10	7030-E	SIDEWALK, PCC, 5 IN. (CLASS A)	SY	2,100	$90.50	$190,050.00	2,100	$60.00	$126,000.00	2,100	$80.00	$168,000.00
7.11	7030-E	SIDEWALK, PCC, 6 IN. (RAMPS)	SY	270	$119.00	$32,130.00	270	$104.00	$28,080.00	270	$80.00	$21,600.00
7.12	7030-G	DETECTABLE WARNING	SF	325	$69.50	$22,587.50	325	$52.00	$16,900.00	325	$100.00	$32,500.00
7.13	7040-H	PAVEMENT REMOVAL	SY	40	$70.00	$2,800.00	40	$73.00	$2,920.00	40	$70.00	$2,800.00
DIVISION 8		TRAFFIC CONTROL AND SIGNALIZATION										
8.01	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	269	$195.50	$52,491.75	269	$203.00	$54,505.50	269	$1,500.00	$402,750.00
8.02	8020-G	PAINTED SYMBOLS AND LEGENDS	EA	31	$165.00	$5,115.00	31	$172.00	$5,332.00	31	$1,000.00	$31,000.00
8.03	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	$25,000.00	$25,000.00	1	$6,200.00	$6,200.00	1	$60,000.00	$60,000.00
8.04	SPECIAL	TEMPORARY PEDESTRIAN TRAFFIC CONTROL	LS	1	$25,000.00	$25,000.00	1	$4,110.00	$4,110.00	1	$60,000.00	$60,000.00
8.05	SPECIAL	TRAFFIC SIGNAGE	EA	40	$325.00	$13,000.00	40	$340.00	$13,600.00	40	$1,000.00	$40,000.00
8.06	SPECIAL	BOLLARDS	EA	145	$875.00	$126,875.00	145	$550.00	$79,750.00	145	$2,500.00	$362,500.00

Bid Tabulation - Base Bid

Grimes Plex

Grimes, Iowa

October 18, 2022

Item No.	SUDAS or IDOT No.	Item	Unit	Absolute Concrete Construction, Inc			Concrete Technologies, Inc			Larson Construction Co., Inc		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 9		SITE WORK AND LANDSCAPING										
9.01	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC	1	$2,250.00	$2,925.00	1	$4,800.00	$6,240.00	1	$2,250.00	$2,925.00
9.02	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 3	AC	5	$1,250.00	$5,875.00	5	$1,145.00	$5,381.50	5	$1,250.00	$5,875.00
9.03	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING TYPE 4 (TEMP SEED)	AC	53	$350.00	$18,445.00	53	$625.00	$32,937.50	53	$350.00	$18,445.00
9.04	9010-B	HYDRAULIC MULCHING (BFM)	AC	6	$3,750.00	$22,500.00	6	$4,680.00	$28,080.00	6	$3,750.00	$22,500.00
9.05	9020-A	SOD	SQ	1,082	$85.00	$91,970.00	1,082	$75.00	$81,150.00	1,082	$85.00	$91,970.00
9.06	SPECIAL	4 IN. METAL EDGE, LANDSCAPE BEDS	LF	1,302	$9.00	$11,718.00	1,302	$10.50	$13,671.00	1,302	$9.00	$11,718.00
9.07	SPECIAL	WOOD MULCH, LANDSCAPE BEDS	SF	11,962	$0.65	$7,775.30	11,962	$1.05	$12,560.10	11,962	$0.61	$7,296.82
9.08	9030-A	PLANTS, EVERGREEN TREES	EA	148	$475.00	$70,300.00	148	$470.00	$69,560.00	148	$475.00	$70,300.00
9.09	9030-A	PLANTS, ORNAMENTAL TREES	EA	57	$450.00	$25,650.00	57	$415.00	$23,655.00	57	$450.00	$25,650.00
9.10	9030-A	PLANTS, OVERSTORY TREES	EA	103	$525.00	$54,075.00	103	$520.00	$53,560.00	103	$525.00	$54,075.00
9.11	9030-A	PLANTS, SHRUBS	EA	92	$85.00	$7,820.00	92	$68.00	$6,256.00	92	$85.00	$7,820.00
9.12	9040-A-2	SWPPP MANAGEMENT	LS	1	$4,000.00	$4,000.00	1	$7,800.00	$7,800.00	1	$4,000.00	$4,000.00
9.13	9040-D-1	FILTER SOCKS, 12 IN.	LF	2,410	$2.75	$6,627.50	2,410	$3.50	$8,435.00	2,410	$2.75	$6,627.50
9.14	9040-D-2	FILTER SOCKS, REMOVAL	LF	2,410	$0.35	$843.50	2,410	$0.50	$1,205.00	2,410	$0.35	$843.50
9.15	9040-J	RIP RAP, CLASS E	TON	15	$95.00	$1,425.00	15	$205.00	$3,075.00	15	$196.00	$2,940.00
9.16	9040-N-1	SILT FENCE	LF	8,415	$1.75	$14,726.25	8,415	$1.40	$11,781.00	8,415	$1.75	$14,726.25
9.17	9040-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	8,415	$0.15	$1,262.25	8,415	$0.55	$4,628.25	8,415	$0.15	$1,262.25
9.18	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	800	$25.00	$20,000.00	800	$26.00	$20,800.00	800	$13.45	$10,760.00
9.19	9040-Q-2	EROSION CONTROL MULCHING, STRAW	AC	53	$525.00	$27,667.50	53	$575.00	$30,302.50	53	$525.00	$27,667.50
9.20	9040-T-1	INLET PROTECTION DEVICE, DROP-IN	EA	44	$175.00	$7,700.00	44	$165.00	$7,260.00	44	$175.00	$7,700.00
9.21	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	44	$25.00	$1,100.00	44	$12.50	$550.00	44	$25.00	$1,100.00
9.33	9071-A	RETAINING WALL	SF	1,525	$64.00	$97,600.00	1,525	$47.00	$71,675.00	1,525	$100.00	$152,500.00
DIVISION 11		MISCELLANEOUS										
11.01	11,020-A	MOBILIZATION	LS	1	$1,200,000.00	$1,200,000.00	1	$979,000.00	$979,000.00	1	$500,000.00	$500,000.00
11.02	11,050-A	CONCRETE WASHOUT	EA	2	$12,500.00	$25,000.00	2	$10,950.00	$21,900.00	2	$15,000.00	$30,000.00
11.03	SPECIAL	BASE BID ELECTRICAL	LS	1	$540,000.00	$540,000.00	1	$550,000.00	$550,000.00	1	$527,608.00	$527,608.00
		Total Base Bid =				**$8,956,366.30**			**$8,214,652.95**			**$8,776,136.18**

*Discrepancy in Total Price due to mathematical error in Bid Proposal. The unit price was held for this Bid Tabulation. The total Bid price does NOT match the Proposal. Original Proposal =$8,214,742.95.

*Discrepancy in Total Price due to a mathematical error in Bid Proposal. The unit price was held for this Bid Tabulation. The total Bid price does NOT match the Proposal. Original Proposal =$9,603,750.00

Bid Tabulation - Bid Alternate #1

Grimes Plex
Grimes, Iowa
October 18, 2022

				Engineer's Estimate (Bid Alt. #1)			Edge Commercial, LLC			All Star Concrete		
Item No.	SUDAS or IDOT No.	Item	Unit	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 7		STREETS AND RELATED WORK										
7.07	7030-C	SHARED USE PATH, PCC, 5 IN. WITH WELDED WIRE REINFORCEMENT (PLAZA)	SY	26,500	$70.00	$1,855,000.00	26,500	$63.85	$1,692,025.00	26,500	$71.93	$1,906,145.00
DIVISION 9		SITE WORK AND LANDSCAPING										
9.22	9060-A	CHAIN LINK FENCE, BLACK VINYL, 6 FT. TALL	LF	12,920	$35.00	$452,200.00	12,920	$29.49	$381,010.80	12,920	$28.27	$365,248.40
9.23	9060-A	CHAIN LINK FENCE, BLACK VINYL, 8 FT. TALL	LF	1,200	$45.00	$54,000.00	1,200	$61.50	$73,800.00	1,200	$58.09	$69,708.00
9.24	9060-A	CHAIN LINK FENCE, BLACK VINYL, 10 FT. TALL	LF	1,455	$55.00	$80,025.00	1,455	$102.41	$149,006.55	1,455	$97.71	$142,168.05
9.25	9060-B	GATES, SWINGING, 6 FT. TALL X 12 FT. WIDE	EA	12	$2,500.00	$30,000.00	12	$1,741.67	$20,900.04	12	$1,664.89	$19,978.68
9.26	9060-B	GATES, SWINGING, 6 FT. TALL X 10 FT. WIDE	EA	2	$2,490.00	$4,980.00	2	$1,850.00	$3,700.00	2	$1,746.10	$3,492.20
9.27	9060-B	GATES, SWINGING, 8 FT. TALL X 4 FT. WIDE	EA	36	$1,250.00	$45,000.00	36	$1,222.22	$43,999.92	36	$1,129.80	$40,672.80
9.28	SPECIAL	TIE-BACK TENSION NETTING, 30 FT. TALL	EA	12	$55,000.00	$660,000.00	12	$74,955.42	$899,465.04	12	$77,803.29	$933,639.48
9.29	SPECIAL	TIE-BACK TENSION NETTING, 40 FT. TALL	EA	6	$90,000.00	$540,000.00	6	$95,208.75	$571,252.50	6	$107,759.97	$646,559.82
9.30	SPECIAL	BALL CONTROL NETTING, BRAIDED AND KNOTLESS, 14 FT. TALL	LF	3,155	$150.00	$473,250.00	3,155	$236.95	$747,577.25	3,155	$265.73	$838,378.15
9.31	SPECIAL	CONSTRUCTED DUGOUT ROOF, 8 FT. X 30 FT.	EA	24	$8,000.00	$192,000.00	24	$7,440.00	$178,560.00	24	$7,694.49	$184,667.76
9.32	SPECIAL	CONSTRUCTED DUGOUT ROOF, 8 FT. X 40 FT.	EA	12	$10,000.00	$120,000.00	12	$9,920.00	$119,040.00	12	$11,974.87	$143,698.44
DIVISION 11		MISCELLANEOUS										
11.04	SPECIAL	BID ALTERNATE 1 ELECTRICAL	LS	1	$969,860.00	$969,860.00	1	$870,000.00	$870,000.00	1	$836,711.04	$836,711.04
		Total Bid Alt. #1 =				**$5,476,315.00**			**$5,750,337.10**			**$6,131,067.82**

*Discrepancy in Total Price due to mathematical error (rounding) in Bid Proposal. The unit price was held for this Bid Tabulation. The total Bid price does NOT match the Proposal. Original Proposal =$5,750,200.

Bid Tabulation - Bid Alternate #1

Grimes Plex
Grimes, Iowa
October 18, 2022

Item No.	SUDAS or IDOT No.	Item	Unit	Absolute Concrete Construction, Inc			Concrete Technologies, Inc			Larson Construction Co., Inc		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 7		STREETS AND RELATED WORK										
7.07	7030-C	SHARED USE PATH, PCC, 5 IN. WITH WELDED WIRE REINFORCEMENT (PLAZA)	SY	26,500	$57.50	$1,523,750.00	26,500	$50.00	$1,325,000.00	26,500	$80.00	$2,120,000.00
DIVISION 9		SITE WORK AND LANDSCAPING										
9.22	9060-A	CHAIN LINK FENCE, BLACK VINYL, 6 FT. TALL	LF	12,920	$27.25	$352,070.00	12,920	$28.50	$368,220.00	12,920	$30.00	$387,600.00
9.23	9060-A	CHAIN LINK FENCE, BLACK VINYL, 8 FT. TALL	LF	1,200	$56.00	$67,200.00	1,200	$58.50	$70,200.00	1,200	$60.00	$72,000.00
9.24	9060-A	CHAIN LINK FENCE, BLACK VINYL, 10 FT. TALL	LF	1,455	$95.00	$138,225.00	1,455	$98.00	$142,590.00	1,455	$100.00	$145,500.00
9.25	9060-B	GATES, SWINGING, 6 FT. TALL X 12 FT. WIDE	EA	12	$1,605.00	$19,260.00	12	$1,675.00	$20,100.00	12	$2,500.00	$30,000.00
9.26	9060-B	GATES, SWINGING, 6 FT. TALL X 10 FT. WIDE	EA	2	$1,685.00	$3,370.00	2	$1,750.00	$3,500.00	2	$2,500.00	$5,000.00
9.27	9060-B	GATES, SWINGING, 8 FT. TALL X 4 FT. WIDE	EA	36	$1,090.00	$39,240.00	36	$1,150.00	$41,400.00	36	$2,500.00	$90,000.00
9.28	SPECIAL	TIE-BACK TENSION NETTING, 30 FT. TALL	EA	12	$70,000.00	$840,000.00	12	$87,500.00	$1,050,000.00	12	$75,000.00	$900,000.00
9.29	SPECIAL	TIE-BACK TENSION NETTING, 40 FT. TALL	EA	6	$90,000.00	$540,000.00	6	$104,450.00	$626,700.00	6	$95,000.00	$570,000.00
9.30	SPECIAL	BALL CONTROL NETTING, BRAIDED AND KNOTLESS, 14 FT. TALL	LF	3,155	$219.00	$690,945.00	3,155	$232.00	$731,960.00	3,155	$230.00	$725,650.00
9.31	SPECIAL	CONSTRUCTED DUGOUT ROOF, 8 FT. X 30 FT.	EA	24	$6,000.00	$144,000.00	24	$14,000.00	$336,000.00	24	$40,000.00	$960,000.00
9.32	SPECIAL	CONSTRUCTED DUGOUT ROOF, 8 FT. X 40 FT.	EA	12	$7,000.00	$84,000.00	12	$15,800.00	$189,600.00	12	$50,000.00	$600,000.00
DIVISION 11		MISCELLANEOUS										
11.04	SPECIAL	BID ALTERNATE 1 ELECTRICAL	LS	1	$825,000.00	$825,000.00	1	$840,000.00	$840,000.00	1	$886,688.00	$886,688.00
		Total Bid Alt. #1 =				**$5,267,060.00**			**$5,745,270.00**			**$7,492,438.00**

*Discrepancy in Total Price due to a mathematical error in Bid Proposal. The unit price was held for this Bid Tabulation. The total Bid price does NOT match the Proposal. Original Proposal =$8,153,013.00

Bid Tabulation - Bid Alternate #2

Grimes Plex
Grimes, Iowa
October 18, 2022

Item No.	SUDAS or IDOT No.	Item	Unit	Engineer's Estimate (Bid Alt. #2)			Edge Commercial, LLC			All Star Concrete		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 9		SITE WORK AND LANDSCAPING										
9.34	SPECIAL	SYNTHETIC TURF	SF	1,184,016	$8.00	$9,472,128.00	1,184,016	$6.14	$7,269,858.24	1,184,016	$6.14	$7,269,858.24
		Total Bid Alt. #2=				**$9,472,128.00**			**$7,269,858.24**			**$7,269,858.24**

*Discrepancy in Total Price due to mathematical error (rounding) in Bid Proposal. The unit price was held for this Bid Tabulation. The total Bid price does NOT match the Proposal. Original Proposal =$7,273.00.

Item No.	SUDAS or IDOT No.	Item	Unit	Absolute Concrete Construction, Inc			Concrete Technologies, Inc			Larson Construction Co., Inc		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 9		SITE WORK AND LANDSCAPING										
9.34	SPECIAL	SYNTHETIC TURF	SF	1,184,016	$5.90	$6,985,694.40	1,184,016	$6.10	$7,222,497.60	1,184,016	$6.83	$8,086,829.28
		Total Bid Alt. #2=				**$6,985,694.40**			**$7,222,497.60**			**$8,086,829.28**

*Discrepancy in Total Price due to a mathematical error in Bid Proposal. The unit price was held for this Bid Tabulation. The total Bid price does NOT match the Proposal. Original Proposal =$8,085,649.

Bid Tabulation - Bid Alternate #3

Grimes Plex
Grimes, Iowa
October 18, 2022

				Engineer's Estimate (Bid Alt. #3)			Edge Commercial, LLC			All Star Concrete		
Item No.	SUDAS or IDOT No.	Item	Unit	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 11		MISCELLANEOUS										
11.05	SPECIAL	BID ALTERNATE 3 ELECTRICAL	LS	1	$200,000.00	$200,000.00	1	$46,000.00	$46,000.00	1	$690,000.00	$690,000.00
		Total Bid Alt. #3=				**$200,000.00**			**$46,000.00**			**$690,000.00**

				Absolute Concrete Construction, Inc			Concrete Technologies, Inc			Larson Construction Co., Inc		
Item No.	SUDAS or IDOT No.	Item	Unit	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 11		MISCELLANEOUS										
11.05	SPECIAL	BID ALTERNATE 3 ELECTRICAL	LS	1	$10,000.00	$10,000.00	1	$12,000.00	$12,000.00	1	$150,000.00	$150,000.00
		Total Bid Alt. #3=				**$10,000.00**			**$12,000.00**			**$150,000.00**

Bid Tabulation - Bid Alternate #4

Grimes Plex
Grimes, Iowa
October 18, 2022

Item No.	SUDAS or IDOT No.	Item	Unit	Engineer's Estimate (Bid Alt. #4)			Edge Commercial, LLC			All Star Concrete		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 11		MISCELLANEOUS										
11.06	SPECIAL	BID ALTERNATE 4 ELECTRICAL	LS	1	$4,480,925.00	$4,480,925.00	1	$2,997,800.00	$2,997,800.00	1	$2,975,888.91	$2,975,888.91
		Total Bid Alt. #4=				**$4,480,925.00**			**$2,997,800.00**			**$2,975,888.91**

Item No.	SUDAS or IDOT No.	Item	Unit	Absolute Concrete Construction, Inc			Concrete Technologies, Inc			Larson Construction Co., Inc		
				Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price	Total Quantity	Unit Price	Total Price
DIVISION 11		MISCELLANEOUS										
11.06	SPECIAL	BID ALTERNATE 4 ELECTRICAL	LS	1	$2,895,305.00	$2,895,305.00	1	$2,985,000.00	$2,985,000.00	1	$3,153,640.00	$3,153,640.00
		Total Bid Alt. #4=				**$2,895,305.00**			**$2,985,000.00**			**$3,153,640.00**

Bid Tabulation - Bid Summary

Grimes Plex

Grimes, Iowa

October 18, 2022

	Engineer's Estimate	Edge Commercial, LLC	All Star Concrete	Absolute Concrete Construction, Inc	Concrete Technologies, Inc	Larson Construction Co., Inc
	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Base Bid Amount =	$7,521,435.00	$7,298,586.77	$7,092,517.35	$8,956,366.30	$8,214,652.95	$8,776,136.18
Base Alternate 1 Amount =	$5,476,315.00	$5,750,337.10	$6,131,067.82	$5,267,060.00	$5,745,270.00	$7,492,438.00
Base Alternate 2 Amount =	$9,472,128.00	$7,269,858.24	$7,269,858.24	$6,985,694.40	$7,222,497.60	$8,086,829.28
Base Alternate 3 Amount =	$200,000.00	$46,000.00	$690,000.00	$10,000.00	$12,000.00	$150,000.00
Base Alternate 4 Amount =	$4,480,925.00	$2,997,800.00	$2,975,888.91	$2,895,305.00	$2,985,000.00	$3,153,640.00
GRAND TOTAL =	**$27,150,803.00**	**$23,362,582.11**	**$24,159,332.32**	**$24,114,425.70**	**$24,179,420.55**	**$27,659,043.46**

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/25/2022

AGENDA ITEM: Approve Professional Service Agreement with Discmania to install an 18-hole MultiGolfPark course at Glenstone park.

BACKGROUND: Earlier this year the city purchased a 14-acre lot (Outlot Z) from the Glenstone HOA with the intent to develop it into a community disc golf course. Through the process of researching various course layouts and amenities staff met with the Des Moines Area Disc Golf Club and they introduced a new product on the market called Multigolf.

Multigolf is an innovative concept that put three forms of golf together: foot golf, park golf, and disc golf. Multigolf is a new sport, that is catered for the whole family to enjoy. This will be the first Multigolf Park in the Des Moines metro and the first 18-hole course in the USA.

BUDGETARY CONSIDERATIONS: $89,900

STRATEGIC PLANNING:
Prioritized _X__ YES ____NO

*Great Place to Live/Expanded Quality of Life Amenities __X__

BOARD/COMMISSION ACTION(S): During the July 20, 2022, Parks and Recreation Board Meeting the board reviewed and approved the Multigolf product and course design and layout.

STAFF RECOMMENDATION: Staff recommends approval of the agreement with Discmania to install an 18-hole Multigolf Park at Glenstone Park and Outlot Z.

RESPONSIBLE STAFF/CONTACT INFORMATION: Brian Becker, bbecker@grimesiowa.gov

Prepared by: Brian Becker
Return to: Brian Becker

RESOLUTION TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.10-2622

WHEREAS, the City of Grimes (Grimes) desires to develop an 18-hole Multigolf Park on City owned land across the street from Glenstone Park; and,

WHEREAS, the company Discmania (Consultant), has substantial experience in providing professional Multigolf course layout, design and installation projects;

WHEREAS, Consultant has proposed the attached Agreement for the services by the Consultant and compensation to be paid by Grimes for the acquisition of course design and installation services in connection with the Glenstone Park Multigolf course construction project, in Grimes;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Agreement for Professional Services with the Consultant on behalf of Grimes. Be it further resolved that the Grimes City Administrator is authorized to spend up to $5,000 over the stated contract consideration, if deemed necessary, for additional services by the Consultant in connection to their work under the attached agreement. Proposed additional services beyond $5,000 require City Council authorization.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of October 2022, and approved by the Mayor on the 25th day of October 2022.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

GLENSTONE MULTIGOLFPARK

This Agreement is made and entered into this __25__ day of ___October___, 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and _Discmania 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.	____MultiGolfPark - 50% Upfront_____	$__$44,950___
b.	____MultiGolfPark - 50% Remaining___	$__$44,950___
	Total	$__$89,900__

   B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due

and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five

(5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

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

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

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

5. NOTICE

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

FOR THE CITY:	FOR THE CONSULTANT:
Name: City of Grimes	Name: DiscGolfPark by Discmania
Attn: Brian Becker	Attn: Avery Jenkins
Title: Parks & Rec Director	Title: Sales Manager
Address: 410 SE Main Street, #102	Address: 6557 Buttercup Dr Unit #1
City, State: Grimes, IA 50111	City, State: Wellington, CO 80549

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further

compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall

govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that

Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and
construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

BY: _____

Name: _____Avery Jenkins_____

Title: __DiscGolfPark Sales Manager_____

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

_____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

18-Hole Project Consultation, Property Evaluation, Professional Course Design & Full Installation

- Complete project consultation, property evaluation and course design provided by a Disc Golf World Champion, Avery Jenkins.
- Initial project review to discuss overall expectations of course project.
- Full property evaluation the Grimes Park & Rec to determine the parcel boundary lines, course perimeters and avoidance areas.
- Scouting of natural land features with full utilization of unique terrain and topography throughout the property.
- Overall course design by a highly qualified experienced professional for a safe and versatile MultiGolfPark course with a variety of distances and shot shapes to create an entertaining, fun and challenging arrangement of holes.
- Course will be designed to eliminate any potential safety hazards associated with existing activities (roads, fences, buildings, structures, etc.) and other activities on the property. Safety is first priority!
- Providing the best utilization of the property by focusing on the overall flow of the course with proper hole spacing and transitions.
- Complete ground marking and digital point plotting of all teepad, teesign and target locations for the the entire layout for full installation of the course.
- Sight line clearing for visibility of initial design for ease of locating marked locations.
- Provide accurate hole distances and recommended hole pars.
- Details of the design will be discussed with Grimes Park & Rec on-site upon determining the best design within the scope of the property and future development plans.
- Final walk-through with public design Input and Grimes Park & Rec for full course design approval.
- Final design plans and construction documents for the 18-hole MultiGolfPark at Glenstone Park.
- The full installation covers the costs of materials (lumber, crushed rock, cement and sand), equipment rentals (skid steer, ground auger, cement buggy and tamper), supplies (tools & hardware) and installation labor.
- Project completion evaluation with Grimes Park & Rec to ensure that all course expectations were met and the full course installation was successfully finished.
- Submission of course information to national Disc Golf Course directories (PDGA Course Directory, DG Course Review & UDisc)

ATTACHMENT 2 - PROJECT SCHEDULE

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

Project beginning in Spring 2022*

Project completion in Summer 2022*

*Barring any setbacks due to weather

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

MultiGolfPark course includes:

- A safe, entertaining, challenging and professional course design by a Disc Golf World Champion
- Official DiscGolfPark Pro Targets (DiscGolfPark Baskets)
- MultiGolfPark Hole to allow for the three (3) forms of golf to be played: foot golf, disc golf and park golf.
- MultiGolfPark Turf Green Pad to surround the MultiGolfPark Hole to provide a consistent playing surface for the players.
- Teepad - MultiGolfPark Pro Turf throwing pads that will provide a starting point and optimum footing for the players on every hole.
- TeeSign - individual hole information signs with the hole number, hole distance, hole par and Grimes Park & Rec graphics.
- Course Map (InfoBoard) - Course Information Board displaying the full layout of the course including navigational flow, overall distance and course par along with Grimes Park & Rec graphics.
- Stylish graphics course and hole maps, personalized to the exact specifications of Grimes Park & Rec.
- Course Mapping - coordinates and locations of teepads, targets and signage throughout the entire layout.
- Full installation of the DiscGolfPark equipment including the Eighteen (18) DiscGolfPark Pro Targets, Eighteen (18) MultiGolfPark Holes, Eighteen (18) MultiGolfPark Turf Green Pad, Eighteen (18) DiscGolfPark Turf Teepads, Eighteen (18) DiscGolfPark Teesigns & One (1) Course Map (InfoBoard). This is the full DiscGolfPark turn key solution.
- This will be the first 18-Hole MultiGolfPark in the World!