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 February 28, 2023
In Person/Zoom at Grimes Community Center, 410 SE Main Street

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

Join Zoom Meeting: https://us06web.zoom.us/j/85427673639

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 February 28, 2023, 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. Resolution 02-1423 Minutes approval from previous meeting
   B. Resolution 02-1523 Claims Report
   C. Resolution 02-1623 Approving Bills and Quotes over $10,000
   D. Resolution 02- 1723 Approving ABD License Renewals:

1. Americinn of Grimes- 251 SE Gateway Circle Special Class C, with Sunday Sales
2. YesWay Store #1037 – 1905 SE 37th Street Class E Liquor, Class C Beer Class B Wine, with Sunday Sales
3. El Huapango Mexican Restaurant – 3600 SE Crossroads Drive #E – Class C Liquor with Sunday Sales

E. Resolution 02-1823 Consent and Agreement for Improvements – Lot 80 of Beaverbrooke Pointe Plat 3- 1008 NE 13th Street
F. Resolution 02-1923 Consent and Agreement for Improvements- Lot 75 Beaverbrooke Pointe Plat 3- 904 NE 13th Street.
G. Resolution 02-2023 Consent and Agreement for Improvements Lot 13 in Heritage at Grimes Plat 3 – 2112 NE Park Drive
H. Resolution 02-2123 Setting a Date of Public Hearing to Consider the City of Grimes Proposed Maximum Property Tax Dollars from Certain Levies for the Fiscal Year July 1, 2023 – June 30, 2024, for March 14, 2023
I. Resolution 02-2223 Setting the Date for Public Hearing and Additional Action on Proposal to Enter into a General Obligation Loan Agreement in a Principal Amount not to Exceed $9,910.000.00
J. Resolution 02-2323 Approving Personnel Transactions
K. Johnston-Grimes Metropolitan Fire Department Annual Report
L. Resolution 02-2423 Approving a Land and Water Conservation Grant Application for the Wallace Farm Project Trail Development
M. Resolution 02-2523 Supporting Iowa Great Places Designation Application for The City of Grimes
N. Resolution 02-3023 Adjustment to Utility Charges
O. Receiving and Filing of Correspondence
P. Resolution 02-2623 Approving Pay Requests:
   1. Pay Request #10 Graphite Construction – New Grimes Public Library $77,234.99
   2. Pay Request #7 Forman Ford – New Grimes Public Library $227,939.20
   3. Pay Request #7 AMC Mechanical – New Grimes Public Library $38,307.90
   4. Pay Request $10 Van Maanen Electric – New Grimes Public Library $41,899.93
   5. Pay Request #3 Performance Construction – New Grimes Public Library $82,023.00
Q. Resolution 02-2723 Approving Pay Request for Professional Services
   1. Pay Request #12 The Weitz Company – New Grimes Public Library $57,500.59
   2. Pay Request #16 ISG – Water Works Park Splash Pad $6,992.50
   3. Pay Request #34 Bolton & Menk, Inc – Highway 44 & SW County Line Road Intersection Improvements $3,624.00
   4. Pay Request #2 Snyder & Associates, Inc – 2022-2025 On Call Traffic Planning & Engineering Services $8,051.38
   5. Pay Request #6 Foth Infrastructure & Environment, LLC – SE 19thy Street Sanitary Sewer Extension $3,510.00
   6. Pay Request #2 Snyder & Associates, Inc for Streets Master Plan/Design Guide $10,404.75
   7. Pay Request Bradshaw Fowler Proctor & Fairgrave for Review of Construction Manager Contract $1,250.00

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. **Third Reading of Ordinance 774 Ordinance Amending the Grimes Code of Ordinances Chapter 12-5 to Specify New Regulations for the General Regulations and Amending Chapter 12-4 Definitions and Amending Section 5-3-4 to Delete Regulations Regarding Transient Merchants**

2. **Ordinance Amending and/or Deleting Grimes Code of Ordinances Sections 9-5-2 to 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, and 10-11-7**

   a. Public Hearing Regarding Ordinance 775 Amending and/or Deleting Grimes Code of Ordinances Sections 9-5-2 to 9=5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11 and 10-11-7

   b. First Reading of Ordinance 775 Amending and/or Deleting Grimes Code of Ordinances Sections 9-5-52 to 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11 and 10-11-7

3. **Ordinance Amending and/or Deleting Grimes Code of Ordinances Section 9-4-3 to 9-4-13 Regulating Installation, Payment, and Maintenance of Water Meters**

   a. Public Hearing Ordinance 776 Amending and/or Deleting Grimes Code of Ordinance Section 9-4-3 to 9-4-13 Regulating Installation, Payment, and Maintenance of Water Meters

   b. First Reading of Ordinance 776 Amending and/or Deleting Grimes Code of Ordinances Section 9-4-3 to 9-4-13 Regulating Installation, Payment, and Maintenance of Water Meters

4 **Ordinance 777 Amending and/or Deleting Grimes Code of Ordinances Sections 9-5-2 to 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, 10-7-8 and 10-7-11 Regulating City Charges for Water and Storm Water Services**

   a. Public Hearing Ordinance 777 Amending and/or Deleting Grimes Code of Ordinances Sections 9-5-2 to 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, 10-7-8 and 10-7-11 Regulating City Charges for Water and Storm Water Services

   b. First Reading of Ordinance 777 Amending and/or Deleting Grimes Code of Ordinances Sections 9-5-2 to 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, 10-7-8 and 10-7-11 Regulating City Charges for Water and Storm Water Services

5. **Resolution 02-2823 Approving Professional Services Agreement – Fire Station Architectural Services with SVPA Architects, Inc.**

6. **Resolution 02-2923 Approving Professional Services Agreement with The Weitz Company, LLC for the New Grimes Fire Station Construction Management Services**

7. **Resolution 02-3123 Setting a Date of Public Hearing for the City of Grimes to Consider Disposal of Public Property – Enterprise Water Tower Site**

ADJOURNMENT

RESOLUTION NO. 02-1423 Approving the Grimes City Council Minutes

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

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

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

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

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

PASSED AND APPROVED this 28th day of February 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING
Tuesday, February 14, 2023

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, February 14, 2023, at 5:34 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, Ryan Burger, and David Gisch.

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: 5 - 0.

CONSENT AGENDA

A. Resolution 02-0123 Minutes approval from previous meeting B. Resolution 02-0223 Claims Report $4,460,201.44 C. Resolution 02-0323 Approving Bills and Quotes over $10,000 D. Resolution 02-0423 Approving ABD License Renewals: Quik Trip and Dollar General E. Receiving and Filing of Correspondence F. Resolution 02-0523 Setting a Public Hearing Ordinance 775 Amending Grimes Code of Ordinances Section 9-3-1, 9-3-2, 9-3-5, 9-3-10, 9-3-11 and 9-3-13 to 9-3-19 Regulating Installation, Payment, and Maintenance of Public Water Service System for February 28, 2023 G. Resolution 02-0623 Setting a Public Hearing Ordinance 776 Amending and/or Deleting Grimes Code of Ordinances Section 9-4-3 to 9-4-13 Regulating Installation, Payment, and Maintenance of Water Meters for February 28, 2023 H. Resolution 02-0723 Setting a Public Hearing Ordinance 777 Amending and/or Deleting Grimes Code of Ordinances Sections 9-5-2 to 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, 10-7-8 and 10-7-11 Regulating City Charges for Water and Storm Water Services for February 28, 2023 I. Resolution 02-1323 Setting a Date for Public Hearing for the Urban Renewal Plan Amendment for March 14, 2023 J. Resolution 02-0823 Authorizing the Increase of the Speed Limit on a Portion of SW 19th Street From 35 MPH to 45 MPH K. Resolution 02-0923 Accepting Public Sanitary Sewer Easement for Hope Meadows L. Resolution 02-1023 Ordering Construction of the SE Trail Ridge Road Reconstruction and Fixing a Date for Hearing Thereon and Taking of Bids Therefor M. Resolution 02-1123 Professional Services Pay Applications: 1. Pay Application #1 The Weitz Company, LLC - New Grimes Public Library $3,821.00 2. Pay Application #2 The Weitz Company, LLC -New Grimes Public Library $24,181.00 3. Pay Application #50 Veenstra & Kimm, Inc - WRA Connector $57,401.07 4. Pay Application #15 ISG - Water Works Park Splash Pad $12,354.54 5. Pay Application #6 McClure Engineering Company - Phase 1A Water System Improvements $79,545.35 6. Pay Application #3 MSA Professional Services, Inc - SE Trail Ridge Road Reconstruction $19,340.00 7. Pay Request #4 McClure Engineering Company - North Jordan Well Repairs $26,175.79 8. Pay Request #34 McClure Engineering Company - Reverse Osmosis Water Treatment Plant – Phase 1 $2,672.50 8. Pay Request #4 Snyder & Associates, Inc - NE Destination Drive & NE Beaverbrooke Blvd Improvements $9,642.25 10. Bradshaw Fowler Proctor & Fairgrave – Legal Services for New Grimes Library $575.00 N. Resolution 02-1223 Pay Requests: 1. Pay Request #11 Shank Constructors, Inc - WRA Grimes Connector – Contract 4 - $565,243.94 2. Pay Request #6 S.M Hentges & Sons, Inc - WRA Grimes

Connector – Contract 2 $1,400,085.17 3. Pay Request #3 Van Maanen Electric - City Traffic Signal Communications Network $84,217.50 4. Pay Request #7 Rognes Corporation - WRA Grimes Connector – Contract 3 $42,540.05 5. Pay Request #11 S.J. Louis Construction, Inc - WRA Grimes Connector – Contract 1 $546,778.32 O. Change Orders: 1. Change Order #1 The Weitz Company, LLC - New Grimes Public Library increasing the contract $22,633.00. 2. Change Order #2 The Weitz Company, LLC - New Grimes Public Library increasing the contract $17,558.50. 3. Change Order #1 Corell Contractor Inc. - New Grimes Public Library increasing the contract $2,344.00. 4. Change Order #3 Graphite Construction - New Grimes Public Library decreasing the contract $1,909.65. 5. Change Order #1 Rognes Corporation - WRA Grimes Connector – Contract 3 increasing contract $35,838.00. 6. Change Order #1 S.M. Hentges & Sons, Inc - WRA Grimes Connector – Contract 2 increasing contract $56,925.00. P. Finance Report for January 2023
Motion by Gisch, Second by DePhillips, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

1.Second Reading of Ordinance 774 Amending the Code of Ordinances of the City of Grimes Iowa Amending the Zoning Ordinance Regarding Regulations Associated with "General Regulations"
Development Services Director Alex Pfaltzgraff provided an overview of the amendments to the Grimes Code of Ordinances Chapter 12-5 to specify new regulations for the General Regulations and amending Chapter 12-4 definitions and amending Section 5-3-4 to delete regulations regarding transient merchants Pfaltzgraff stated there had not been any material changes from the First Reading.
Moved by Johansen, Second by Gisch, to approve The Second Reading of Ordinance 774 Amending the Code of Ordinances of the City of Grimes Iowa by Amending the Zoning Ordinance Regarding Regulations Associated with "General Regulations"
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

2. Budget Workshop
The Capital Improvement Plan for 2024-2028 was reviewed by Council. The City Department Heads presented their departmental budgets for Council review and discussion. Staff recommended a decrease in the levy rate for FY 2024 from $11.18908 to $11.07553 which represents a decrease of 0.11355 per thousand. After discussion the consensus from the Council was to move forward with the budget and levy rate as presented.

ADJOURN
There being no further business the meeting was adjourned at 6:58 p.m.
Motion by Gisch, Second by Johansen, to Adjourn.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

AMAZON CLAIMS 02/28/23

Charges		Amount	Description
IT	$	150.70	Office Expense
Library	$	293.73	Materials
Total	$	444.43	

	Bankers Trust Credit Cards - 2/28/23	
City of Grimes		
	$40.00	Cognito subscription
	$133.08	Office supplies
	$115.47	Employee recognition
	$99.99	SSL Renewal/Laserfiche
	$388.54	
Parks & Rec		
	$2,009.54	Ballfield products
	$155.00	Employee recognition
	$356.60	Cruise Control JD 4720
	$2,521.14	
Dev Serv - Alex		
	$230.00	Electrical exam/Clyce
	$420.40	Planning Conference Flight/Martin
	$388.39	Planning Conference Flight/Pfaltzgraff
	$388.39	Planning Conference Flight/Mannel
	$873.00	Planning Conference/Martin
	$873.00	Planning Conference/Mannel
	$903.00	Planning Conference/Pfaltzgraff
	$50.00	2023 Builder & Developer Luncheon
	$76.20	Study Tools - Tabs/Clyce
	$4,202.38	
Dev Serv - Matt		
	$50.00	World of Concrete Conference
	$46.47	Conference Shuttle
	$2,047.65	World of Concrete Lodging - Hanson/Jarosh/Ahrens
	$2,144.12	
Public Works		
	$380.00	2023 Annual Conference/Feick
	$380.00	2023 Annual Conference/Prohaska
	$300.00	Training/Feick, Prohaska, Ford
	$122.25	Training Materials/Guthrie
	$100.00	Training/Kurtz, Teig, Duckett, Childers
	$200.00	Collection Systems Conference/Scott
	$750.00	2023 APWA Spring Conf., Goodvin,Reints,Thayer
	-$300.00	Training Credit Voucher Hensley, Gettys, Greiman

	$1,932.25	
Library		
	$200.00	MICTA Membership
	$469.17	Materials
	$150.96	Storage
	$820.13	
Adminstrator		
	$ 57.15	Grimes Plex CAT Grant lunch
	$ 720.00	3CMA Conference/Tucker
	$ 418.38	3CMA Conference flight/Tucker
	$ 400.00	3CMA Annual Membership/Tucker
	$ 350.00	IA Municipal Management Institute/Anderson
	$1,945.53	
City Hall		
	$25.41	Legal Doc Recording
	$25.41	Legal Doc Recording
	$50.82	
Rob Fox		
	$0.50	Monthly charge for DNS service
	$0.50	
Erik Fisk		
	$5.90	Office Supplies
	$215.00	NPERLA 2023 Membership
	$220.90	
Total	$14,226.31	

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

RESOLUTION NO. 02-1523 Approving and Authorizing Expenditures

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

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

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

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

PASSED AND APPROVED this 28th day of February 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

City of Grimes Claims 2 28 2023

IMPACT7G	ENHANCE IOWA GRANT WRITING	6,080.00
A TECH INC.	FIRE MONITORING WATER PLANT	239.85
AIA CORPORATION	DUTY UNIFORM - HOOPER	406.02
JOHNSON CONTROLS SECURITY	CH SECURITY 3/1/23-5/31/23	832.02
BAKER & TAYLOR	LIBRARY MATERIALS	2,707.96
BANKERS TRUST COMPANY	EQUIPMENT/SUPPLIES/CONF EXP	14,226.31
BLACK HILLS ENERGY	GAS	953.97
BMI	ANNUAL MUSIC LICENSE FEE	421
BOMGAARS	UTILITY TRAILER ACCESSORIES/SUPPLIES	803.73
KOCH OFFICE GROUP	COPIER FEBRUARY	117.54
CAPITAL CITY EQUIP. CO.	BOLTS FOR S-501	25.6
CITY OF JOHNSTON	FY 22-23 Q2 FD JOINT PURCHASES	33,568.92
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CORE & MAIN	PORTABLE CHLORIMETER	1,043.89
DALLAS CENTER/GRIMES SCHOOL	DCG GYM RENTALS	5,490.00
DES MOINES REGISTER	NEWSPAPER	813.71
FELD FIRE	REPAIR AIR HORN 2021 AMBULANCE	158
FINISH LINE AUTO WORKS	NEW TIRES-PORTABLE PUMP	322.03
CFI SALES	SWEEPER TIRE REPAIRS	1,336.00
HAWKINS INC.	ANTISCALANT FOR RO PLANT	9,021.67
RELIANT FIRE APPARATUS	REPAIRS TO PIERCE 2016 RESCUE	14,218.54
INTERSTATE BATTERY	BOOSTER STATION GENERATOR BATTERY	411.25
IOWA DEPT OF REVENUE	STATE TAXES	16,730.71
INTEGRATEDPRINT SOLUTIONS	LIBRARY/PARK BROCHURE	9,711.87
IOWA DOT	LIQUID BRINE	2,625.00
IMFOA	ASSOCIATE CITY CLERK CERT/DUES	295
IOWA FIRE EQUIPMENT CO.	FIRE EXT YEARLY INSPECTIONS	367.5
IOWA PRISON INDUSTRIES	SIGN BLANKS	3,242.50
IOWA RURAL WATER ASSN.	2023 MEMBERSHIP DUES 1/1-12/31	375
IPERS	IPERS- REGULAR	69,471.33
KLINE ELECTRIC INC	SIGN SHOP RELOCATION	3,819.41
LOGOED APPAREL & PROMOTIO	YOUTH T-SHIRTS	4,276.83
MAIL SERVICES	MONTHLY STATEMENTS	3,366.10
MEDIACOM	PW INTERNET AND TV	333.17
METRO WASTE AUTHORITY	150 LARGE ITEM STICKERS	750
MIDAMERICAN ENERGY	ELECTRIC - LIBRARY TEMP	668.68
MIDWEST VAC PROFESSIONALS	CLEANING OUT SE LIFT STATION	2,860.00
MUNICIPAL SUPPLY, INC.	WATER METERS/ MXU'S/HANDHELD	33,917.06
O'HALLORAN INTERNATIONAL	GEOTAB SOFTWARE	774.39
O'REILLY AUTO PARTS	CODE READER FOR VEHICLES	730.54
OFFICE DEPOT	OFFICE SUPPLIES	355.36
ONESOURCE BACKGROUND CHEC	BACKGROUND CHECKS	235
PLUMB SUPPLY CO. - DM	RESTROOM REPAIR SUPPLIES	141.8
ARNOLD MOTOR SUPPLY	PARTS-REPAIR LG PORTABLE PUMP	143.65
POLK COUNTY EMERGENCY MGT	FY22/23 28E AGREEMENT	7,680.00
RACOM CORPORATION	FD RADIO ACCESS	709.78

SMITH'S SEWER SERVICE	TEST/LEAKING PLUMBING	333.75
SNYDER & ASSOCIATES	STREETS MASTER PLAN/DESIGN #2	18,456.13
STIVERS FORD	MUD FLAPS	1,271.85
THORPE WATER DEVELOPMENT	FEBRUARY SHUT OFFS	50
CINTAS FIRST AID & SAFETY	SAFETY CABINETS	307.78
USA BLUE BOOK	CHEMICAL REAGENTS DRINKING WATER	2,732.11
ULINE	FIRE EXTUNGUISHER BRACKETS	15.5
VERIZON WIRELESS	IPADS/CELLS	365.1
VESSCO, INC.	HOSE CLAMPS FOR RO PLANT	41.69
VAN MAANEN ELECTRIC, INC	LIBRARY COMPLEX PHASE 2 APP 10	41,899.93
WILLIAMS SCOTSMAN, INC	FD MOBILE OFFICE	376.45
MERCYONE OCCUPATIONAL HEA	TESTING-FAJARDO	105
POLK COUNTY	PERMIT # AIRO-2022-56817	156
CENTURY LINK	PHONE - LIBRARY	1,485.17
GATEHOUSE MEDIA IOWA HOLD	LEGAL PUBLICATIONS	552.74
INFOMAX OFFICE SYSTEMS, I	COPIER	250.03
IOWA DEPT. NAT. RESOURCES	NPDES 0253-542-SW08-0581 STRM	175
EFTPS	FED/FICA TAX	53,163.66
BEELINE + BLUE	CARTRIDGE PRINTER HEAD-PW	817
DES MOINES ASPHALT & PAVE	POTHOLE MIX	210.6
MENARDS	STORAGE RACKS FOR SUPPLIES	1,080.16
GRANGER MOTORS	SERVICE C370	64
BOLTON AND MENK INC	HWY 44 & SW CNTY LINE IMPRVMNT	3,624.00
VOYA	DEFER COMP PRE	3,801.92
FOTH INFRASTRUCTURE & ENV	19TH ST SANITARY SEWER EXT #6	3,510.00
AIG	DEFER COMP ROTH	682.5
HORACE MANN	DEFER COMP ROTH	275
MASSMUTUAL	DEFER COMP ROTH	1,005.00
LUMEN CENTURY LINK	PHONE	726.96
MICROMARKETING LLC	LIBRARY MATERIALS	125.33
TRANSIT WORKS	TRANSIT STICK	230.2
RELIABLE MAINTENANCE CO	GCC CLEANING 16 DAYS JANUARY	3,100.00
COMPETITIVE EDGE	YOUTH JERSEYS	451
GRAPHITE CONSTRUCTION GRP	GRIMES LIBRARY APP #10	77,234.99
AIRGAS USA LLC	INDUSTRIAL OXYGEN	178.56
SCENTAIR TECHNOLOGIES	GCC IONIZATION SERVICE 2-23	616
RENEWABLE ENERGY GROUP	FUEL	4,600.92
I&S GROUP, INC	WATER WORKS SPLASH PAD #16	6,992.50
EBS	EMPLOYEE INSURANCE	72,548.42
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	43,763.62
DEPT OF ADMIN SERVICES	RIC ANNUAL FEE	50
BRADSHAW FOWLER PROCTOR	LIBRARY CONST MANAGER CONTRACT	1,250.00
BAKER INTERIOR SYSTEMS	HR/IT GCC REMODEL - FINAL	1,210.60
THE WEITZ COMPANY	LABOR/MATERIALS/SERVICES LIB	105,406.83
CENTRAL IOWA OFFICIALS	ADULT BB OFFICIALS FEBRUARY	3,010.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX	2,888.08
CONFLUENCE	WALLACE FARM PHASE ONE	27,126.79

AMC MECHANICAL INC	GRIMES LIBRARY APP #7	38,307.89
KINZLER CONSTRUCTION SVC	PW BLDG SOUTH DOOR REPAIR	2,821.00
FORMAN FORD	GRIMES LIBRARY APP #7	227,939.20
HEARTLAND BUSINESS	MONTHLY OFFICE 365	2,360.60
CITY OF GRIMES HSA	HSA DEDUCTION	369.23
PERFORMANCE CONTRACTING	GRIMES LIBRARY DRAW #3	82,023.00
AMAZON	MATERIALS	444.43
PRAIRIE BUSINESS PARK II	SITE IMPROVEMENTS BOND RETURN	3,670.10
SERVICE LEGENDS	MC-23-006 PERMIT REFUND - NO	75
EATON ENTERPRISES	YOUTH BBALL MEDALS & TROPHIES	1,606.25
HAKEEM, JJUAN	BB CAMP 12-27-12-29-22	787.5
SIDEKICK DEVELOPMENT	FIRE STATION PROFESSIONAL SERVICES	5,000.00
SVPA ARCHITECTS	GRIMESPLEX CONSTRUCTION	33,763.10
ONSITE SERVICE SOLUTIONS	CALIBRATION OF LAB EQUIPMENT	850
DIALMYCALLS	AUTO CALLS YEARLY CONTRACT	479.9
ARAMARK	GCC RUG SERVICE 2-10-23	347.85
KARL KUSTOMS	REPAIR STROBE LIGHTS FD RAM 3500	809.48
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	150,118.28
	CLAIMS TOTAL	**1,298,248.79**
	GENERAL FUND	338,104.31
	LIBRARY FUND FUND	37,104.39
	ROAD USE TAX FUND	40,292.09
	EMPLOYEE BENEFITS FUND	58,031.04
	HOTEL/MOTEL/ECON DEV FUND	57.15
	CP - GRIMES COMMUNITY COM FUND	5,337.40
	19TH ST SEWER EXTENSION FUND	3,510.00
	HWY44 & COUNTY LN RD 2020 FUND	3,624.00
	SPLASH PAD FUND	6,992.50
	GRIMES LIBRARY BLDG FUND FUND	574,398.91
	WALLACE FARM FUND	27,126.79
	GRIMESPLEX FUND	38,763.10
	FIRE STATION FUND	5,000.00
	WATER FUND	77,498.11
	SEWER FUND	72,667.88
	LANDFILL/GARBAGE FUND	750
	STORM WATER FUND	8,991.12
		1,298,248.79

GRIMES RESOLUTION 02-1623

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 28th DAY OF FEBRUARY 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

Repair Order
Invoice

Reliant Fire Apparatus

880 Enterprise Drive
PO BOX 470
Slinger, WI 53086
Tel: 262-297-5020
Fax: 262-297-5022
bryank@reliantfire.com

Invoice To:

GRIMES FIRE DEPARTMENT
101 NE HARVEY ST.
GRIMES IA 50111

Date	Invoice	A/C	Customer PO	Payment Term	Page
Feb 9, 2023	5WI000161	GRIMES		NET 30	4 /4

Total Labor:	8,264.60
Total Parts:	5,064.21
Shop Supplies:	200.00
Expedite:	60.00
Shipping:	629.73
SubTotal:	14,218.54
INVOICE TOTAL:	14,218.54

A surcharge of 4.00% of the transaction amount on Visa and Mastercard purchases, which is not greater than our cost of acceptance, will be charged. We do not surcharge Visa and Mastercard debit cards.

Signature:_____

REC'D FEB 21 2023

Repair Order Invoice

Reliant Fire Apparatus

880 Enterprise Drive
PO BOX 470
Slinger, WI 53086
Tel: 262-297-5020
Fax: 262-297-5022
bryank@reliantfire.com

Invoice To:

GRIMES FIRE DEPARTMENT
101 NE HARVEY ST.
GRIMES IA 50111

001-150-6332

Date	Invoice	A/C	Customer PO	Payment Term	Page
Feb 9, 2023	5WI000161	GRIMES		NET 30	1 /4

RO 5WO000105 **Owner** GRIMES FIRE DEPARTMENT **Repair Loc.** IOWA SERVICE CENTER **WO Date** Dec 22, 2022

Unit 28804 **VIN** 4P1BAAGF8GA015931 **License** **Last Cert.** ()

Pumper, Heavy Duty Rescue, Aluminum

Make Model Year Engine

ODOMETER 82277 MI

Activity Description / Part Number	Part Description	Quantity	Charge	Total
1. Rear Door Mechanism		4.75 HR	172.0000	817.00
Complaint:	*Customer states that the driver's side rear door will not open from the inside.*			
Cause:	*Door will not open from the inside.*			
Correction:	*The doors have the rods for the inside handles. We used update kits to replace the rods with the updated cables and bell cranks. We also replaced the door latch on the DS rear door. The door panels were missing various screw spacers, we replaced these spacers when we reinstalled the door panels.*			
1922710	LATCH ASSY,CAB DR,SNGL RTR,LH	1.00 EA	47.0670	47.07
3466015	KIT,CABLE UPGRADE,RR CAB DRS	1.00 EA	204.0005	204.00
2210123	SWITCH,ROCK,BLK,SPDT MOM	1.00 EA	62.5240	62.52
1355742	GROMMET,SCREW ANCHOR,NYLON	1.00 EA	0.6090	0.61
1831980	SPACER	6.00 EA	1.4210	8.53
72-0123	SPACER,GRAB HANDLE	2.00 EA	2.6100	5.22
			Activity Sub-total:	1,144.95
2. Lighting System, Perimeter		3.25 HR	172.0000	559.00
Complaint:	*Customer states that the DS tailboard perimeter light is broken and needs to be replaced.*			
Cause:	*Light and Bracket bad.*			
Correction:	*We checked the DS tailboard perimeter light and found that the light is broken and the bracket is broken. While wiring up the new light it was discovered that the wiring harness was green and corroded. We followed the wires into the rear compartment and repaired the wiring back to where it was no longer corroded.*			
2722391	BRKT,LIGHT,PERIMETER	1.00 EA	39.0485	39.05
2683564	LIGHT,TECNIQ,T10,GROUND,CLR,12	1.00 EA	22.4895	22.49
			Activity Sub-total:	620.54
3. PTO Switch		6.50 HR	172.0000	1,118.00
Complaint:	*Customer states that the PTO switch does not function as it should.*			
Cause:	*Faulty PTO Pressure switch and Membrane switch in the cab*			
Correction:	*We replaced the the membrane switch in the cab and found the PTO would turn on now but not*			

PAID

Repair Order Invoice

Reliant Fire Apparatus
880 Enterprise Drive
PO BOX 470
Slinger, WI 53086
Tel: 262-297-5020
Fax: 262-297-5022
bryank@reliantfire.com

Invoice To:

GRIMES FIRE DEPARTMENT
101 NE HARVEY ST.
GRIMES IA 50111

Date	Invoice	A/C	Customer PO	Payment Term	Page
Feb 9, 2023	5WI000161	GRIMES		NET 30	2 /4

Activity Description / Part Number	Part Description	Quantity	Charge	Total
activate the interlock to start the gen. After troubleshooting this we found a bad pressure sensor on the PTO pump.				
63-4706-0002	SWITCH ASSY,MEM, DSERIES	1.00 EA	425.3285	425.33
CS-TAG5-0435	MEMBRANE SWITCH LABELS	8.00 EA	10.6880	85.50
30T60223	PTO switch	1.00 EA	137.8580	137.86
1233990	KNOB,FLUTED,BLACK,1.75	2.00 EA	1.9720	3.94
			Activity Sub-total:	1,770.63
4. Door Alarm		3.25 HR	172.0000	559.00
Complaint: *Customer states that at times it shows the Driver's side body doors open (the whole body side).*				
Cause: *Bad door sensor*				
Correction: *We began tracing wires and checking door switches on the driver's side of the truck. After testing the sensors and looking at the wiring we found that the pump panel door sensor would fail when moving the wiring, showing an internal break in the harness. The door sensor was replaced and the alarm is no longer activating.*				
63-4915	SWITCH,PROX,NC W/RELAY,W/FUSE	1.00 EA	166.8080	166.81
			Activity Sub-total:	725.81
5. Steer Axle Shock Absorbers		3.55 HR	172.0000	610.60
Complaint: *Customer states that the RF steer shock is leaking, Need to replace both shocks.*				
Cause: *Leaking Shocks*				
Correction: *We checked the steer axle shocks on this unit, the RF shock is leaking and the LF shock, shows residue of leaking. We removed both front shocks and replaced them with new.*				
3587466	SHOCK ABSORBER,FR,91-SERIES	2.00 EA	378.1455	756.29
			Activity Sub-total:	1,366.89
6. Pump House		2.25 HR	172.0000	387.00
Complaint: *Customer states that the pump house heat pans need the latches replaced.*				
Cause: *Bad latches*				
Correction: *We removed the old latches from the pump house lower enclosure. We repaired damaged bolt holes and reinstalled the new latches.*				
80-3005	HOOK,HOOD,SIDE MOUNT	4.00 EA	14.6595	58.64

Repair Order Invoice

Reliant Fire Apparatus

880 Enterprise Drive
PO BOX 470
Slinger, WI 53086
Tel: 262-297-5020
Fax: 262-297-5022
bryank@reliantfire.com

Invoice To:

GRIMES FIRE DEPARTMENT
101 NE HARVEY ST.
GRIMES IA 50111

Date	Invoice	A/C	Customer PO	Payment Term	Page
Feb 9, 2023	5WI000161	GRIMES		NET 30	3 /4

Activity Description / Part Number	Part Description	Quantity	Charge	Total
			Activity Sub-total:	445.64
7. Ladder Rack		24.50 HR	172.0000	4,214.00

Complaint: *Customer states that the ladder rack lower bushings need to be replaced.*

Cause: *Ladder rack very loose and rubbing on body of truck.*

Correction: *The ladder rack was very loose allowing it to rub on the body while in the stowed position and hit while going up into the stowed position. The hinge pin, the lower arm bushings and the main casting were all worn causing the movement in the ladder rack. We disassembled the ladder rack at which time it was also found that the hydraulic cylinder was also leaking form the shaft seal. We reassembled the ladder rack with new parts, reinstalled the rack onto the truck and adjusted it. We replaced the ladder rack guide pads and slides that were worn through due to the hinge point being bad. The ladder rack now functions as it should.*

3097-500-198	Zico Hydraulic Cylinder	1.00 EA	312.1300	312.13
3097-500-115	Lower Shaft, Boom	1.00 EA	36.3300	36.33
3097-500-105	Boom RH	1.00 EA	260.3300	260.33
3097-500-103	Zico Boom LH	1.00 EA	260.3300	260.33
3097-500-101	Zico casting	1.00 EA	1,689.12	1,689.13
3097-500-187	Upper Spring Housing	1.00 EA	7.0140	7.01
3097-500-189	Lower Spring Housing	1.00 EA	31.9340	31.93
3097-500-191	Spring	1.00 EA	7.3640	7.36
3097-500-421	Wear Strip	4.00 EA	11.2140	44.86
9010-102524	1/4-20 Cap Screw	1.00 EA	0.3220	0.32
9080-002516	1/4 x 1" Clevis Pin	1.00 EA	4.2980	4.30
9080-002520	1/4 x 1 1/4" Clevis Pin	1.00 EA	4.7600	4.76
9070-000608	Cotter Pin	2.00 EA	0.7560	1.51
3097-105-116	Ladder Pad	8.00 EA	45.1500	361.20
3097-105-160	HANDLE WEAR STRIP, ZICO	2.00 EA	7.3080	14.62
82-2209-0004	SCREW,#10-24,TORX PN HD TAP,SS	1.00 EA	1.3630	1.36
80-9134	BUMPER,RUBBER,.75 OD X 1.00 L	1.00 EA	0.6090	0.61
82-2209-0002	SCREW,#10-24,TORX PN HD TAP,SS	4.00 EA	0.5655	2.26
			Activity Sub-total:	7,254.35

Technician GARRET-Garret
TRENT-Trent
PEYTON-Peyton

Authorized

N

Watermains & Mains 600-810-6503

Invoice

REC'D FEB 16 2023

MUNICIPAL SUPPLY, INC.
Municipal, Contractor, and Industrial Supplies
1550 N.E. 51st Avenue Des Moines, Iowa 50313
PH: (515) 262-1300 FAX: (515) 262-6662
WATS (800) 747-2025

INVOICE NUMBER: 0862482-IN
INVOICE DATE: 2/15/2023

ORDER NUMBER: 0139228
ORDER DATE: 2/9/2023
SHIP DATE: 2/10/2023
SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER: Nick Deardorff

CUSTOMER P.O.	JOB NAME	SHIP VIA	TERMS
1998	2023 STOCK	KENT	NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
I2S3GMXX 3/4S 100G IPERL MTR 4W SM 3SCR	EACH	48.00	48.00	0.00	155.00	7,440.00
027 1/4" SRII SECURITY SOCKET	EACH	2.00	2.00	0.00	26.53	53.06
M510MF13W3WMI DUAL PORT WIRED SMART POINT	EACH	54.00	54.00	0.00	221.00	11,934.00

ORDER# 139228

PO20232967

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

Net Invoice:	19,427.06
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	19,427.06

6.00 - 870 - 6505

Invoice

Page 1 of 1

Desc: New handheld Meter reading device

REC'D FEB 15 2023

MUNICIPAL SUPPLY, INC.
Municipal, Contractor, and Industrial Supplies
1550 N.E. 51st Avenue Des Moines, Iowa 50313
PH: (515) 262-1300 FAX: (515) 262-6662
WATS (800) 747-2025

INVOICE NUMBER: 0862280-IN
INVOICE DATE: 2/13/2023

ORDER NUMBER: 0137872
ORDER DATE: 1/11/2023
SHIP DATE: 2/9/2023
SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA	TERMS
1998		DAN	NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
*121-73 FL 7502 HANDHELD	EACH	2.00	2.00	0.00	7,245.00	14,490.00

1 CITY/1 US WATER
ORDER# 137872

PO 20232933 KH

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

Net Invoice:	14,490.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	14,490.00

J

610-815-6399
Hauling Sludge to WRA

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

Invoice 19340

BILL TO
City of Grimes
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

SHIP TO
US Water Services Corporation
1801 N James Street
Grimes, Iowa 50111

DATE	PLEASE PAY	DUE DATE
02/05/2023	$21,405.27	03/07/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/30/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
01/30/2023	NHMC-Non-Haz	188,840 Pounds Collected	188,840	0.0073	1,378.53
01/31/2023	NHMC-Non-Haz	Non-Hazard Material Collection-2 Load(s)	2	425.00	850.00
01/31/2023	NHMC-Non-Haz	99,940 Pounds Collected	99,940	0.0073	729.56
02/02/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
02/02/2023	NHMC-Non-Haz	228,240 Pounds Collected	228,240	0.0073	1,666.15
02/03/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
02/03/2023	NHMC-Non-Haz	196,740 Pounds Collected	196,740	0.0073	1,436.20
02/04/2023	NHMC-Non-Haz	Non-Hazard Material Collection-7 Load(s)	7	475.00	3,325.00
02/04/2023	NHMC-Non-Haz	319,000 Pounds Collected	319,000	0.0073	2,328.70
02/05/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	475.00	2,375.00
02/05/2023	NHMC-Non-Haz	245,360 Pounds Collected	245,360	0.0073	1,791.13

TOTAL DUE $21,405.27

THANK YOU.

PO 20232961 KH

W

610-815-6399
Hauling Sludge to WRFs

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

Invoice 19385

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
City of Grimes City of Grimes 101 NE Harvey Street Grimes, Iowa 50111	US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	02/11/2023	$22,358.35	03/13/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/06/2023	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
02/06/2023	NHMC-Non-Haz	147,980 Pounds Collected	147,980	0.0073	1,080.25
02/07/2023	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
02/07/2023	NHMC-Non-Haz	145,420 Pounds Collected	145,420	0.0073	1,061.57
02/08/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
02/08/2023	NHMC-Non-Haz	242,900 Pounds Collected	242,900	0.0073	1,773.17
02/10/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
02/10/2023	NHMC-Non-Haz	250,600 Pounds Collected	250,600	0.0073	1,829.38
02/11/2023	NHMC-Non-Haz	Non-Hazard Material Collection-7 Load(s)	7	475.00	3,325.00
02/11/2023	NHMC-Non-Haz	323,880 Pounds Collected	323,880	0.0073	2,364.32
02/12/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	475.00	2,375.00
02/12/2023	NHMC-Non-Haz	239,680 Pounds Collected	239,680	0.0073	1,749.66

TOTAL DUE	$22,358.35

THANK YOU.

PO 20232969 KH

DATE
2/09/23
TIME
13:46
SALESMAN
003/003
STORE
1

Clive Power Equipment
7600 University Suite D
Clive, IA 50325
515-279-2296

QUOTE
725542
P/O NUMBER
5314051
WORK ORDER
PAGE
1 of 1

(515) 986-9636

BILL TO ACCOUNT: 9869636
CITY OF GRIMES PUBLIC WORKS 101 N HARVEY GRIMES, IA 50111

SHIP TO ACCOUNT:
CITY OF GRIMES PUBLIC WORKS 101 N HARVEY GRIMES, IA 50111

Tax Exempt # 42.6004731

20% Restocking fee will be billed on all returns.
NO return on electrical parts.
Clive Power Equipment "Where The Power Is"

CUST PICK UP
Shipped VIA:

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
				ALEX				
1	1		EXQ	LZX980EKC726R1	38EFI 72IN W.ADAP	22976.00	16559.00	16559.00
				SN- 1.				
1	1		EXM	116-6656	KIT STRIPER VERT ADJU		695.19	695.19

PO 20232884
BB

QUOTE ONLY

SUB TOTAL	17254.19
MISC	0.00
LABOR	0.00
Tax: 7.000	0.00
DOWN PAYMENT	
QUOTE TOTAL	17254.19

REC'D FEB 23 2023

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly **At Your Service®**
800-329-6261
MidAmericanEnergy.com

› Date Billed: 02/20/23
› Account Number: 22291-19028
› Invoice 536323546

Total Amount Due by 03/14/23 $337.07

Service For:
CITY OF GRIMES
200 NE BEAVERBROOKE BLVD, TEMP A UG XMFR
GRIMES IA 50111

Current Charges Summary

› Last Bill	› Payments and Credits	› New Charges
$440.32	$435.96	$332.71

Payments and Credits Applied to Your Account

02/16/23	Check	$435.96

New Charges This Month

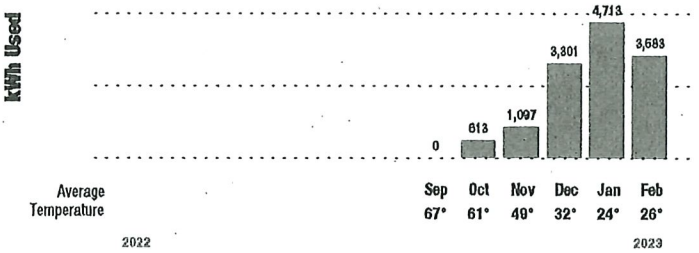
Electric Charges	$332.71

See details about this bill on Page 3

You Used

Electric Usage

	Last Year	Current
Monthly kWh Usage	-	3,583
Number of Days	-	30
Average Temperature	-	26°
Average Cost per Day	-	$11.09
Average Usage per Day	-	119



350-410-6499

[Keep]

[Send]

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly **At Your Service℠**

› Account Number: 22291-19028

Total Amount Due by 03/14/23 $337.07

For online bill payment log in to My Account at MidAmericanEnergy.com

ICF10052001519020100G10

1516 1 AV 0.471
********SCH 5-DIGIT 50109
CITY OF GRIMES
101 NE HARVEY ST
GRIMES IA 50111-2180

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020
10 BG 13

010022291190289000000337070000003370700000000004369

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly **At Your Service®**

800-329-6261
MidAmericanEnergy.com

› Date Billed: 02/20/23
› Account Number: 22291-19028
› Invoice 536323546

Total Amount Due by 03/14/23 **$337.07**

Previous Balance

Your total amount due includes a balance from your last bill of $4.36.

Electric Charges Detail

Meter No: S98927583

30 Billing Days		
Company Reading	02/18/23	13307
Company Reading	01/19/23	9724
Total kWh		**3,583**

Rate: GE General Energy Winter

Supply and Delivery		**$329.42**
Basic Service Charge		$10.00
Energy Charge	3,583 X 0.07056	$252.82
Energy Adjustment Clause	3,583 X 0.01765	$63.24
Transmission Cost Adjustment	3,583 X 0.00218	$7.81
Energy Efficiency Charge	3,583 X 0.00088	$3.15
Demand Response Charge	3,583 X 0.00035	$1.25
Income Tax Adjustment	3,583 X -0.00247	-$8.85
Taxes and Fees		**$3.29**
1.00% Local Option Tax		$3.29
	Total	**$332.71**

ICF10052001519020200100
CITY OF GRIMES

CONFLUENCE

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

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

Invoice number 25638
Date 02/22/2023

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

Professional Services through February 10, 2023

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

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1: Site Survey - Nilles & Associates	26,200.00	100.00	26,200.00	26,200.00	0.00
Task 2: Wetlands Delineation - Nilles & Associates	18,100.00	100.00	18,100.00	18,100.00	0.00
Task 3: Soil Borings - Terracon	11,300.00	100.00	11,300.00	11,300.00	0.00
Task 4: SD, DD and CD	108,000.00	50.00	27,000.00	54,003.40	27,003.40
Task 5: Master Plan Video	7,200.00	100.00	7,200.00	7,200.00	0.00
Total	170,800.00	68.39	89,800.00	116,803.40	27,003.40

Reimbursable Expenses

Reimbursables

PO 20232976 BB

365-430-6490

PAID

	Date	Units	Rate	Billed Amount
11x17 Black & White	01/11/2023	3.00	0.20	0.60
	02/03/2023	4.00	0.20	0.80
	02/06/2023	8.00	0.20	1.60
11x17 Color	01/11/2023	19.00	1.50	28.50
	02/03/2023	1.00	1.50	1.50
	02/06/2023	20.00	1.50	30.00
8.5x11 Black & White	01/27/2023	2.00	0.10	0.20
8.5x11 Color	01/11/2023	24.00	0.75	18.00
	01/27/2023	1.00	0.75	0.75
	02/06/2023	28.00	0.75	21.00
	Subtotal			102.95

Reimbursable Expenses

Reimbursables

	Date	Units	Rate	Billed Amount
Madison Dierks				
Per Miles				
	01/11/2023	31.20	0.655	20.44
	Phase subtotal			123.39
			Invoice total	**27,126.79**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25638	02/22/2023	27,126.79	27,126.79				
	Total	27,126.79	27,126.79	0.00	0.00	0.00	0.00

Council Meeting February 28, 2023

ABD LICENSE RENEWAL

1. **Americinn: 251 SE Gateway Circle**: Special Class C, Sunday Sales
2. **YesWay Store # 1037 1905 SE 37th St**: Class E Liquor, C Beer, Class B Wine, Sunday Sales
3. **El Huapango: 3600 SE Crossroads Dr # E**: Class C Liquor, Sunday Sales

RESOLUTION NO. 02-1723

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 28th day of February, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

CITY OF GRIMES

ALCOHLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Americinn

Establishment Address: 251 Se Gateway Circle

License Class: [X] Special Class C

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

New ☐ Renewal [X]

Fire Department Approval

Fire Inspection Date: 2/21/2023

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Planning Signature: _____

CITY OF GRIMES

ALCOHLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Yes Way Store # 1037

Establishment Address: 1905 SE 37th Street

License Class: X Class E Liquor, C Beer, & Class B Wine

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

New ☐ Renewal X

Fire Department Approval

Fire Inspection Date: 12/27/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Planning Signature: _____

CITY OF GRIMES

ALCOHLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: El Huapango
Establishment Address: 3600 SE Crossroads Dr. #E

License Class: [X] Class C Liquor

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

New ☐ Renewal [X]

Fire Department Approval

Fire Inspection Date: 12/27/2022

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Planning Signature: _____

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
N & S Hospitality, Inc.	Americinn Of Grimes	(818) 428-8916

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
251 Gateway Circle		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
251 Gateway Circle	Grimes	Iowa	50111

Contact Person

NAME	PHONE	EMAIL
Jiger Banker	(818) 428-8916	abanker@nshinc.org

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0095394	Special Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 17, 2023	Mar 16, 2024	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Deepak Sodhi	Chatsworth	California	91311	President	25.00	Yes
Arvind Chaudhari	South Pittsburg	Tennessee	37380	Member	25.00	Yes
Jiger Banker	Simi Valley	California	93063	Treasurer	31.00	Yes
Chirag Govani	Northridge	California	91325	Member	19.00	No

Insurance Company Information

INSURANCE COMPANY

Liberty Mutual 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

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
BW Gas & Convenience Retail, LLC	Yesway Store #1037	(682) 428-2400

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1905 SE 37th Street		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
2301 Eagle Parkway	Fort Worth	Texas	76177

Contact Person

NAME	PHONE	EMAIL
Licensing Department	(682) 428-2379	bwgas.permits@yesway.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002861	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 15, 2023	Mar 14, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Chloe Whaley						
Kurt Zernich	Boxford	Massachusetts	01921	Secretary	0.00	Yes
Mark Daniels	Boston	Massachusetts	02114	Managing Director	0.00	No
Ericka Ayles	Beverly	Massachusetts	01915	Treasurer	0.00	Yes
Jennifer Fermano	Melrose	Massachusetts	02176	Vice President	0.00	Yes
Thomas Nicholas Trkla	Manchester	Massachusetts	01944	Chairman, CEO and President	0.00	Yes
Kenneth Brian Trout	Naperville	Illinois	60564	Senior Vice President	0.00	Yes
Richard Winter	Salem	Massachusetts	01970	Senior Vice President	0.00	Yes

BW Gas & Convenience Holdings, LLC	Beverly	Massachusetts	01915	Owner	100.00	Yes
Thomas Brown	Boxford	Massachusetts	01921	Sr. Managing Director	0.00	Yes
BW Gas & Convenience Holdings, LLC	Beverly	Massachusetts	1915	Owner		Yes

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

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
BW Gas & Convenience Retail, LLC	Yesway Store #1037	(682) 428-2400

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1905 SE 37th Street		Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
2301 Eagle Parkway	Fort Worth	Texas	76177

Contact Person

NAME	PHONE	EMAIL
Licensing Department	(682) 428-2379	bwgas.permits@yesway.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002861	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 15, 2023	Mar 14, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kurt Zernich	Boxford	Massachusetts	01921	Secretary	0.00	Yes
Ericka Ayles	Beverly	Massachusetts	01915	Treasurer	0.00	Yes
Thomas Nicholas Trkla	Manchester	Massachusetts	01944	Chairman, CEO and President	0.00	Yes
Thomas Brown	Boxford	Massachusetts	01921	Sr. Managing Director	0.00	Yes

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

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
EL HUAPANGO MEXICAN RESTAURANT INC	El Huapango Mexican Restaurant	(515) 343-9246

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3600 SE Crossroads Drive	Suite E	Grimes	Polk	50111

MAILING ADDRESS	CITY	STATE	ZIP
3816 Ingersoll Ave	Des Moines	Iowa	50312

Contact Person

NAME	PHONE	EMAIL
Maximino Escorcia	(515) 288-3188	maria@communitycpa.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0045188	Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 31, 2023	Mar 30, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Maximino Escorcia-Godinez	Des Moines	Iowa	50317	Director	50.00	No
Moises Escorcia	Des Moines	Iowa	50317	Director	50.00	No

Insurance Company Information

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

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of February 28, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Beaverbrooke Pointe Plat 3 Lot 80.

SYNOPSIS: The owner of 1008 NE 13th 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 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 80.

RESOLUTION NO. 02-1823

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 80 IN BEAVERBROOKE POINTE PLAT 3
1008 NE 13th STREET

WHEREAS, the owners of Lot 80 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 80, 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 28th day of February 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
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 Perry Tague and Jamie Tague, 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 80 of Beaverbrooke Pointe Plat 3 (1008 NE 13th Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated 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 10th day of February, 2023.

PROPERTY OWNERS

Perry Tague

Perry Tague

Jamie Tague

Jamie Tague

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 10th day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Perry Tague, 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

Rachel Greving

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Iowa)

On this 10 day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jamie Tague, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

Notary Public in and for the
State of Iowa

NOTARIAL SEAL IOWA
STEPHEN L. DAVIS
Commission Number 733762
My Commission Expires
April 1, 2023

My Commission expires 4/1/23

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 on Lot 80 of Beaverbrooke Pointe Plat 3 (1008 NE 13th Street) in accordance to permit number FN-23-005.

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of February 28, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement storm sewer easement for Beaverbrooke Pointe Plat 3 Lot 75.

SYNOPSIS: The owner of 904 NE 13th Street has requested approval to install a fence within the overland flowage easement and storm sewer easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve overland flowage easement for Beaverbrooke Pointe Plat 3.
Approve storm sewer 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 and storm sewer easement for Beaverbrooke Pointe Plat 3 Lot 75.

RESOLUTION NO. 02-1923

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT AND STORM SEWER EASMENT FOR
LOT 75 IN BEAVERBROOKE POINTE PLAT 3
904 NE 13th STREET

WHEREAS, the owners of Lot 75 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 and storm sewer easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement and storm sewer easement ("Consent and Agreement") regarding Lot 75, 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 28th day of February 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
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 Dustyn Dickhaut and Lindsie Dickhaut, 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 75 of Beaverbrooke Pointe Plat 3 (904 NE 13th Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated November 12, 2019 recorded on January 22, 2020, in Book 17673, Page 855, and storm sewer easement, dated November 12, 2019 recorded on January 22, 2020, in Book 17673, Page 961, 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 22 day of FEBRUARY, 2023.

PROPERTY OWNERS

Dustyn Dickhaut

Lindsie Dickhaut

STATE OF IOWA)
) SS
COUNTY OF Dallas)

On this 22 day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dustyn Dickhaut, 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.

ALISON M. LITT
Commission Number 789567
My Commission Expires
4/17/24

Notary Public in and for the
State of Iowa

My Commission expires 4/17/24

STATE OF IOWA)
) SS
COUNTY OF Dallas)

On this 22 day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lindsie Dickhaut, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

Notary Public in and for the
State of Iowa 4/17/24

ALISON M. LITT
Commission Number 789567
My Commission Expires
4/17/24

My Commission expires _____

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ chain-link fence has been proposed to be constructed in an overland flowage easement and storm sewer easement on Lot 75 of Beaverbrooke Pointe Plat 3 (904 NE 13th Street) in accordance to permit number FN-23-004.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 02/28/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Heritage at Grimes Plat 3 Lot 13.

BACKGROUND: The owner of 2112 NE Park Drive has requested approval to install an inground swimming pool within the overland flowage easement on the subject property. The installation of the swimming pool has been reviewed by city staff and it has been determined that due to the size of the overland flowage easement and the location of the swimming pool, the installation will not affect the City's ability to maintain the overland flowage easement.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: NO

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Approving Consent and Agreement for improvements within overland flowage easement for Heritage at Grimes Plat 3 Lot 13.

RESPONSIBLE STAFF/CONTACT INFORMATION: Steve Tibbles
stibbles@grimesiowa.gov; 515-371-8301

Prepared by: Steve Tibbles
Return to: Steve Tibbles

RESOLUTION NO. 02-2023

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 13 IN HERITAGE AT GRIMES PLAT 3
2112 NE PARK DRIVE

WHEREAS, the owners of Lot 13 in Heritage at Grimes Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within Overland Flowage Easement to permit the installation of a inground swimming pool 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 13, Heritage at Grimes Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this _28_ day of _February, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
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 John and Jaimie Williamson, 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 13 of Heritage at Grimes Plat 3 (2112 NE Park 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 June 14, 2016 recorded on September 16, 2016, in Book 16183, Page 250-256, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install an inground swimming pool 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 February, 2023.

PROPERTY OWNERS

John Williamson
John Williamson

Jaimie Williamson
Jaimie Williamson

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 17 day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Williamson, 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.

STEPHEN L. DAVIS
Commission Number 733762
My Commission Expires
April 1, 2023

Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 17th day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jaimie Williamson, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

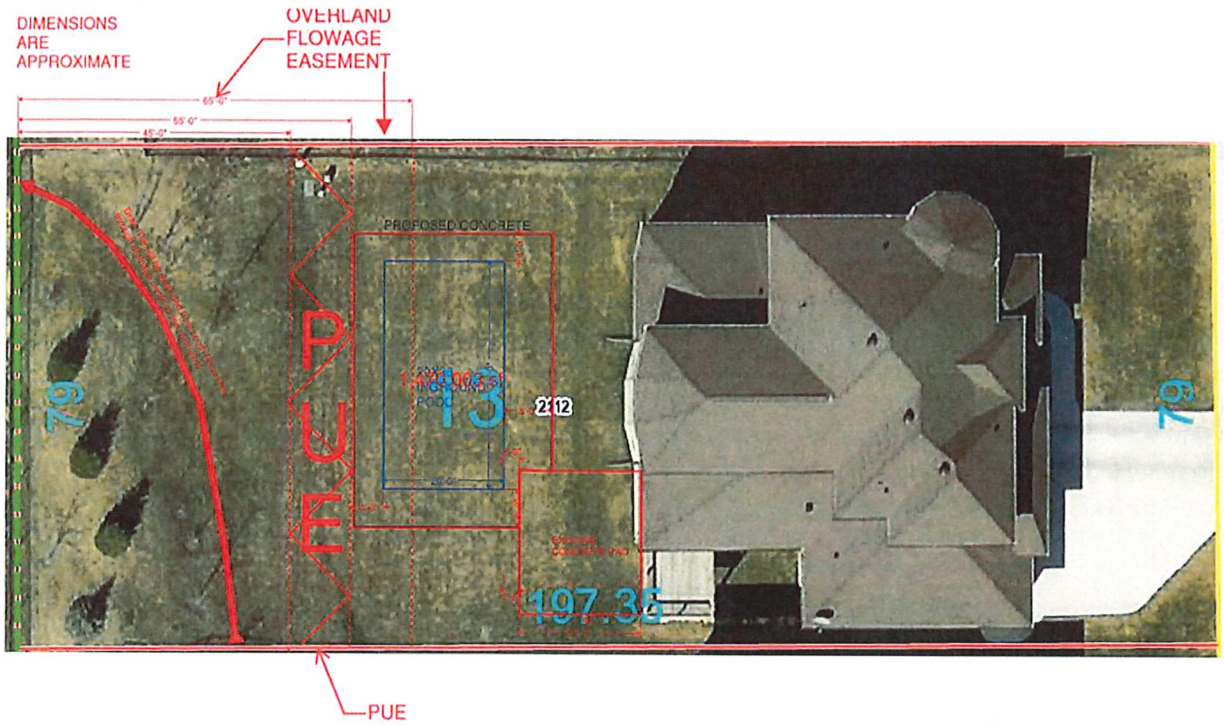
On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

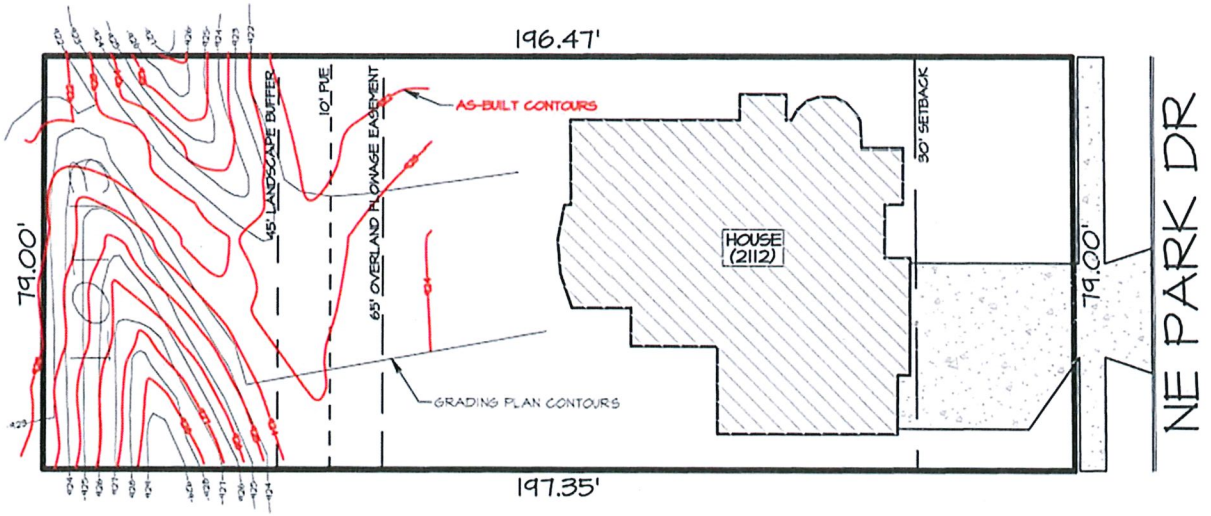
EASEMENT AREA



TOPOGRAPHIC SURVEY

2112 NE PARK DR. GRIMES

LOT 13 IN HERITAGE AT GRIMES PLAT 3



CITY COUNCIL COMMUNICATION
Meeting Date:02/28/2023

AGENDA ITEM: Resolution #02-2123 Setting Date of Public Hearing to Consider the City of Grimes Proposed Maximum Property Tax Dollars from Certain Levies for FY2023/2024

BACKGROUND: Following the Council's budget workshop, staff moved forward with Council direction pertaining to the proposed property tax rate for FY2023/2024. The proposed maximum property tax dollars are projected to provide 8.48% more revenue for certain levies to the City, due to growth. Iowa Code requires the City to hold a public hearing on the Maximum Property Tax Levy prior to approving a budget.

BUDGETARY CONSIDERATIONS: The max levy shows 8.48% more projected property tax dollars in the General and Other Employee Benefit levies for FY2023/2024. The total proposed tax rate for FY2023/2024 will decrease from 11.18908 to 11.07553.

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): The Council held a budget work session on February 14, 2023.

STAFF RECOMMENDATION: Staff recommends approval and setting the date of March 14, 2023 for Public Hearing

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION # 02-2123

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER THE CITY OF GRIMES PROPOSED MAXIMUM PROPERTY TAX DOLLARS FROM CERTAIN LEVIES FOR FY2023/2024

WHEREAS**,** the City Council of the City of Grimes, Iowa (the "City") desires to consider the proposed maximum property tax dollars for certain levies; and,

WHEREAS, a public hearing upon the proposed maximum property tax levy shall be held and a time and place for the hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed maximum property tax dollars from certain levies for FY2023/2024 at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa, at 5:30 p.m. on the 14th day of March, 2023, at which time the City Council will consider any objections to the proposed maximum property tax levy.

2. That the City Clerk shall publish notice of said hearing, the same being attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall not be less than 10 (10) and not more than twenty (20) days before the date set for hearing.

PASSED AND APPROVED this 28th day of February 2023.

_____ _____

Scott Mikkelsen, Mayor Date

Attest:

_____ _____

Rochelle Williams, City Clerk Date

NOTICE OF PUBLIC HEARING - CITY OF GRIMES - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/14/2023 **Meeting Time:** 05:30 PM **Meeting Location:** Grimes Community Center 410 SE Main St, Grimes, Iowa

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.grimesiowa.gov

City Telephone Number
(515) 986-3036

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	1,068,314,544	1,187,863,005	1,187,863,005	
Tax Levies:				
Regular General	8,324,500	8,324,500	9,121,155	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement			0	
FICA & IPERS			0	
Other Employee Benefits	1,065,000	1,065,000	1,065,394	
Total Tax Levy	9,389,500	9,389,500	10,186,549	8.48
Tax Rate	8.78908	7.90453	8.57553	

Explanation of significant increases in the budget:

The total city tax rate proposed for FY24 will be decreasing from the current year ($11.18908) to 11.07553. The projected property tax dollars to be levied will increase due to growth of the city and will be used to address the corresponding demand for services.

If applicable, the above notice also available online at:

www.grimesiowa.gov, https://www.facebook.com/CityofGrimes, https://twitter.com/CityGrimes, https://www.instagram.com/cityofgrimes/ https://www.facebook.com/grimesparksandrec https://www.instagram.com/grimesparksandrec/, https://www.facebook.com/GrimesIALibrary, https://www.instagram.com/grimes_public_library/ https://www.pinterest.com/grimeslibrary/, https://www.facebook.com/GrimesPlex

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

CITY COUNCIL COMMUNICATION
Meeting Date:02/28/2023

AGENDA ITEM: Resolution #02-2223 Setting the Date for Public Hearing and Additional Action on Proposal to Enter into a General Obligation Loan Agreement in a Principal Amount Not to Exceed $9,910,000

BACKGROUND: Section 384.24A of the Code of Iowa requires that the City Council hold a hearing and then take "additional" action on a proposal to issue debt to be repaid with property tax revenues. This resolution is that "additional" action and is necessary to advance the CIP for FY24. The proposed loan will fund: (a)constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks (the "Projects").

BUDGETARY CONSIDERATIONS: The proposed resolution is necessary to advance the CIP for FY24. Debt repayment is incorporated in the Fiscal Year 2023-2024 budget.

STRATEGIC PLANNING:
Prioritized YES X 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): The Council held a budget workshop on February 14, 2023 and included the CIP projects funded through this debt.

STAFF RECOMMENDATION: Staff recommends setting the date of March 14, 2023 for Public Hearing on the proposed General Obligation Loan Agreement and Additional Action.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

MINUTES TO SET DATE FOR HEARING ON PROPOSAL TO ENTER INTO LOAN AGREEMENT

Grimes, Iowa

419952-93

February 28, 2023

The City Council of the City of Grimes, Iowa, met on February 28, 2023, at 5:30 o'clock p.m., at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named 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. 02-2223

Resolution setting the date for public hearing and additional action on proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed $9,910,000

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa proposes to enter into a General Obligation Loan Agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,910,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks (the "Projects"), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Grimes, Iowa, as follows:

Section 1. This City Council shall meet on March 14, 2023, at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, at 5:30 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $9,910,000

(GENERAL OBLIGATION)

The City Council of the City of Grimes, Iowa (the "City"), will meet on March 14, 2023, at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, at 5:30 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $9,910,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Grimes, Iowa.

Rochelle Williams
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately $9,910,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects has heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 28, 2023.

_____
Mayor Scott Mikkelsen

Attest:

_____
City Clerk Rochelle Williams

ATTESTATION CERTIFICATE

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2023.

_____
City Clerk Rochelle Williams

ORGANIZATION CERTIFICATE

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF GRIMES

I, the undersigned City Clerk, do hereby certify that the City of Grimes is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Scott Mikkelsen, Mayor

Jake Anderson, City Administrator

Rochelle Williams, City Clerk

Marcia Woodke, City Finance Director

Ryan Burger, Council Member/Mayor Pro Tem

David Gisch, Council Member

Eric Johansen, Council Member

Andy Borcherding, Council Member

Laurie DePhillips, Council Member

WITNESS MY HAND this ____ day of _____, 2023.

_____
City Clerk Rochelle Williams

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slips attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2023.

_____
City Clerk Rochelle Williams

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 02/28/23

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: The resolution authorizes names of individuals and their specific rates of pay to fill positions consistent with job descriptions and salary ranges previously approved and adopted by City Council.

BUDGETARY CONSIDERATIONS: These positions were included in previously approved budget FY23.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Staff recommends that the City Council approves the resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Erik Fisk, Human Resources Director
efisk@grimesiowa.gov
515-986-9636

Prepared by: Tammy Johnson, Human Resources Associate
Return to: Erik Fisk, Human Resources Director

RESOLUTION NO. 02-2323 APPROVING PERSONNEL TRANSACTIONS

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

Section 1. Pursuant to duly authorized job description and approved salary range by the City Council, Joel Miller was hired as full-time Recreation Coordinator in the Parks & Recreation department at the hourly rate of $21.81.

Section 2. Pursuant to duly authorized job description and approved salary range by the City Council, Dylan Sloan was hired as full-time Recreation Coordinator in the Parks and Recreation department at an hour rate of $23.07.

Section 3. Pursuant to duly authorized job description and approved salary range by the City Council, Jeff Houk was hired as full-time Sports Facilities Maintenance Worker in the Parks and Recreation department at the hourly rate of $25.80.

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

PASSED AND APPROVED this 28th day of February 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 02/28/2023

AGENDA ITEM: 2022 Fire Department Annual Report

BACKGROUND: The Calendar Year 2022 Annual Report and Executive Summary are presented to the City Council

BUDGETARY CONSIDERATIONS: None

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: Staff prepared an executive summary to tie certain events to the Grimes Strategic Plan and point out significant events and accomplishments.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Jim Clark
Fire Chief
jclark@cityofjohnston.com
515-251-7690

Prepared by:Jim Clark
Return to: Jim Clark

JGMFD Annual Report Summary

Strategic Planning Initiatives

Pg. 1 and Pg. 7. Identification of location and planning for new Fire Station in Grimes. Owners Representative Hired and Construction Manager and Architect to be approved on tonight's agenda.

Fire 28 E Agreement: Study and recommendations completed. Working on implementing recommendations. Data issues have been cleaned up. The addition of personnel is moving towards recommended staffing levels.

Key Metrics:

Pg. 7. Overall Call Volume increased by 9.4%

Pg. 7. Concurrent call Volume increased by 23.4%

Pg. 9. Total Transports nearly doubled from 2018 to 2023.

Pg. 10. Calls to Senior Living and Care Facilities increased 23% from 2021 to 2022 and 13% between 2021 and 2022. This trend will continue

Pg. 14. 35% Decrease in plans reviewed with less new construction translated into a 43% increase in Fire Code Inspections of existing buildings

Pg. 16. Received $230,000 in Grants for new Self-Contained Breathing Apparatus and Radios

Pg. 22. Increased Health and Wellness Efforts by starting Annual Mental Health Check-In's

Process Improvements

Pg. 5. Hiring of Part-time did not give us enough to fill all the holes in the schedule. Councils approved converting part-time funds to full-time so 8 full-time were hired to replace part-time and 3 more to fill recent vacancies that occurred between August and October.

Pg. 11 Assisted with the high-school EMS training in order to increase applicant pool in the future and with more certified EMS and Fire candidates.

Pg. 12. The Training Division incorporated training and fitness into new competitive assessment creating a fun environment to accomplish multiple goals.

JOHNSTON-GRIMES
METROPOLITAN FIRE DEPARTMENT

2022

ANNUAL REPORT

WWW.JGMFD.COM

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CHIEF CLARK'S UPDATE

2022 continued to be a busy year. While the increase in calls was not on par with the 17% growth we saw in 2021, the 9.5% increase in calls was more than the previous year's averages. Projections are for steady growth in call volume. Much of this can be attributed to the growing population of both cities and the increase in the number of care facilities and senior housing.

2022 was also significant because the department transitioned from a combination department to a full career department. Because of the difficulties finding enough part-time help, the Fire Board and then both City Councils authorized to hire eight full-time personnel with part-time funds in the budget. With some other vacancies, 11 full-time firefighters started on October 24. The transition was not planned, but necessary to reduce the overtime and mandatory overtime by the current members to fill all the vacant hours each day.

Emergency Services International Consulting (ESCI) conducted a study of the department that started in 2021 and was concluded in 2022. The Fire Board has been reviewing proposed changes to the 28E intergovernmental agreement between Johnston and Grimes, but has yet to approve any changes to the existing agreement, which expires June 30, 2023.

Grimes has committed to moving forward with the design and building of a new fire station on the location of the old Library in Waterworks Park on 1st and James Street.

NATIONAL RECOGNITION

Members received national certifications, designations, or recognition in 2022 showing the department has many dedicated and highly trained individuals.

Chief Clark
Redesignated as Chief Fire Officer by the Commission on Professional Credentialing

Lt. Chris Ford
Designated as Fire Officer by the Commission on Professional Credentialing

CERTIFICATES GAINED

Andrew Winter
Instructor I & Officer I

Tanner Townes
Peer Support Certification

Nick Pearson
Peers Support Certification

Tyler Hardenbrook
Driver Operator Aerial

NEW HIRES

PART-TIME

Part-time testing took place in the spring of 2022, and two were hired (Keaton Duckett and Mary Mitchell). Two previous part-time members also came back to work (Brad Crookshank and Jeff Leitch).

Keaton Duckett

Mary Mitchell

Brad Crookshank

Jeff Leitch

FULL-TIME

Two full-time members were hired in April (Samantha Reisinger) and June (Drew Pick). Then full-time testing took place in September, and 11 full-time members were hired in October.

Drew Pick

Samantha Reisinger

Curtis Cole

Joseph Culham

Cameron Dau

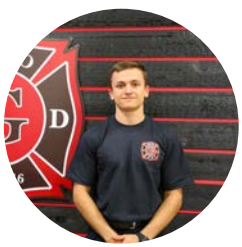
Brent Dillard

Joshua Larsen

Spencer McCarty

John O'Neil

Orlando Peace



Jaden Reiss

Quentin Ridenour

Brandon Sjullie

PROMOTIONS

Two Lieutenants were promoted to Captains

Captain Nick Stewart

Captain Nic Hutchinson

Two firefighters were promoted to Lieutenant

Lieutenant Chris Ford

Lieutenant Ryan Wheeler

EQUIPMENT CHANGES

There were no large equipment purchases in 2022, but a new Ambulance, Ladder Truck and Rescue Engine were ordered.

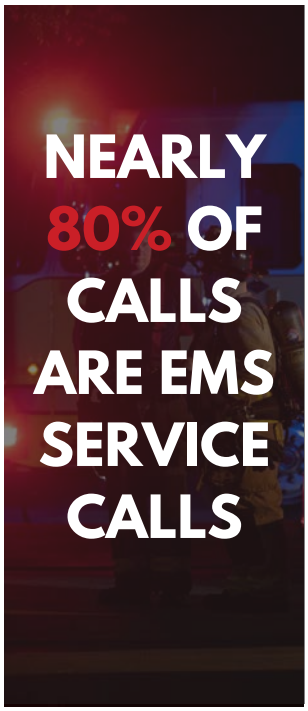
GOALS FOR 2022

- **Address staffing issues**
- **Institute recommendations from the ESCI study**
- **Continue to provide more team-building training and exercises to the department**
- **Continue to increase Community Risk Reduction efforts with more education and prevention deliveries, including fall prevention**
- **Begin designing the new Grimes Fire Station (#37)**
- **Increase efficiencies in processes**

3,892 CALLS FOR SERVICE

RUN STATISTICS

There were 3,892 calls for service among Fire and EMS. Of those calls, 2819 (79.3%) were medical and EMS service calls and 736 (20.7%) were fire/other types of calls for service. This is a 9.4% increase in calls from 2021. The number of second, third, and fourth Fire and EMS out (concurrent) calls increased 23.4%. Below are the calls by year, which shows the increase we are seeing.

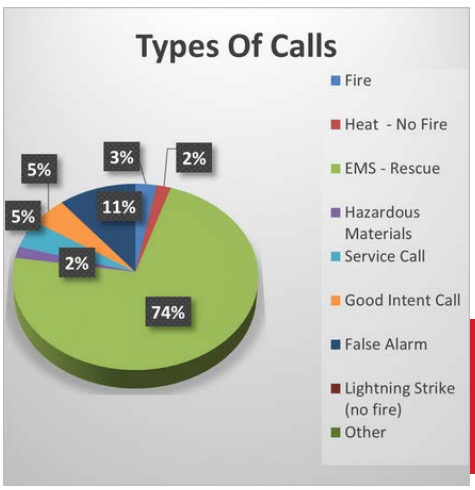


Concurrent Calls:

- 2022 - 1,214 calls
- 2021 - 984 calls
- 2020 - 766 calls
- 2019 - 755 calls
- 2018 - 630 calls
- 2017 - 486 calls
- 2016 - 429

This is a 183% increase from 2016 to 2022 and equates to more than 3½ hours per day, where crews are severely limited in resources.

An EMS call can take one-half to two-thirds of the department out of service for up to an hour or longer, which is significant when there are more than more than 3 concurrent calls per day on average and resources available to the community are severely limited.



FIRES

15 STRUCTURE FIRES

JGMFD responded to 15 structure fires within our district, with an estimated loss totaling $663,750 and $85,276,250 of property saved. JGMFD also responded to 19 vehicle fires with a total loss of $155,500 in 2022.

JGMFD Significant Fires

- **July 29:** House Fire, 3002 SE Victory Dr., Grimes

Mutual Aid Fires

- **January 26:** House Fire, Saylor Township
- **March 13:** House Fire, Saylor Township
- **March 23:** Apartment Fire, Ankeny
- **June 20:** House Fire, Saylor Township
- **July 20:** Apartment Fire, Urbandale
- **December 10:** House Fire, Saylor Township

Fire Sprinkler Saves

- **August 7:** Apartment Fire,1250 SE 11th St., Grimes
- **August 11:** Apartment Fire, 3450 SE Glenstone Dr., Grimes
- **December 25:** Church Fire, 1335 NE Beaverbrook Blvd., Grimes
- **July 27:** Apartment Fire, 1700 NE Gateway Ct., Grimes

EMS DIVISION

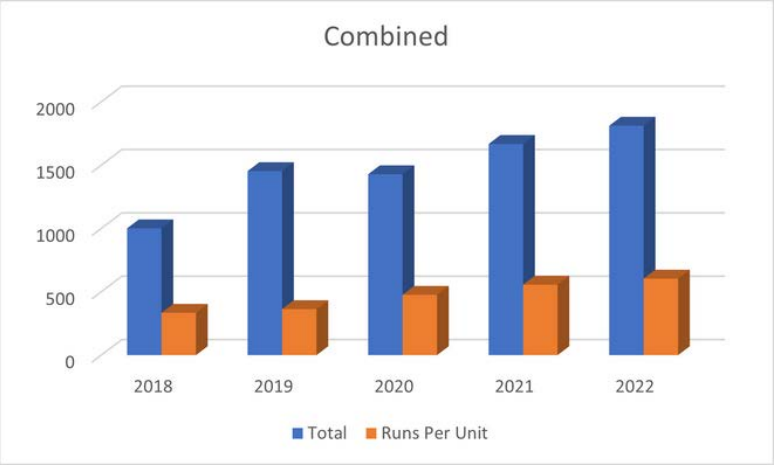
2,819 INCIDENTS

In 2022, JGMFD's emergency medical services (EMS) proved busier than ever. EMS accounted for 2,819 incidents, 79.3% of the total number of calls for service.

Change in Leadership: Captain Matt Price resigned and took an Assistant Fire Chief position in Fort Dodge. Captain Nic Hutchinson was promoted and tasked with taking over the EMS division. He hit the ground running and continues to work to ensure our EMS Services are exceptional.

Acquisitions: An order was placed for a new AEV Ambulance with a expected delivery date of summer 2023. With the increased number of falls, lifting devices were purchased to update aging equipment to serve our citizens better and protect our providers from injury.

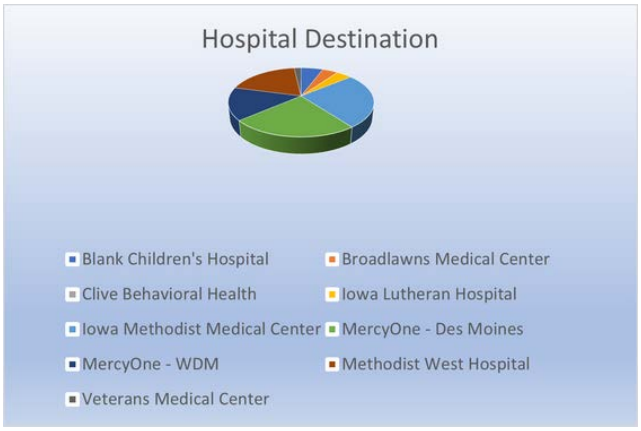
Efficiencies Gained: We experienced supply chain issues with our medications and medical supplies. To ensure timely orders of medications we partnered with Mercy Pharmacy to source our medications locally, saving both time and money.

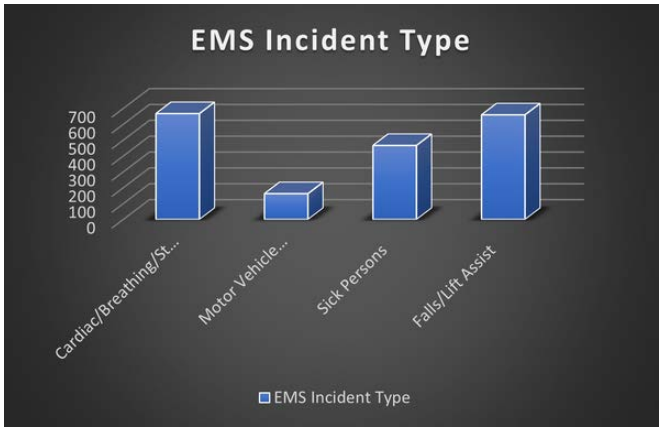


EMS DIVISION

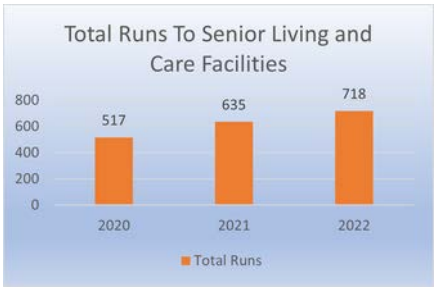
2,819 INCIDENTS

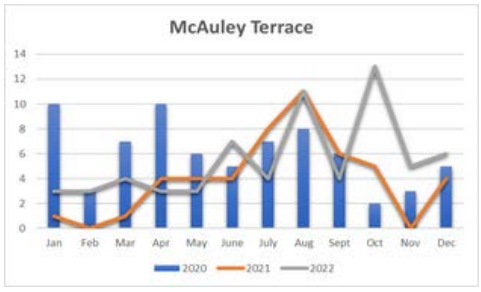
With EMS being our highest percentage of call volume, it is no surprise the number of residents transported to hospitals is trending in the same direction. The total number of transports has nearly doubled from 2018 to 2023. The transports per unit by year show we have increased staffing and tried different placement of staff and first-out ambulances; the busier ambulances has changed from year to year. The goal is to get a dedicated ambulance in each of the three stations over the next several years to reduce response times to all areas of our district.

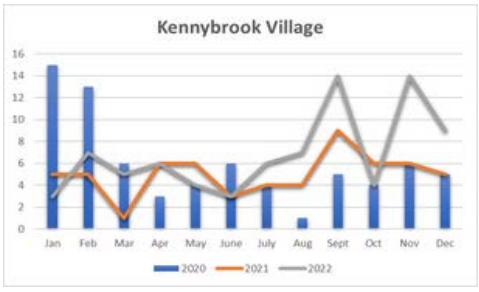


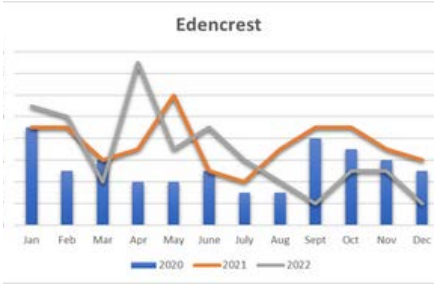


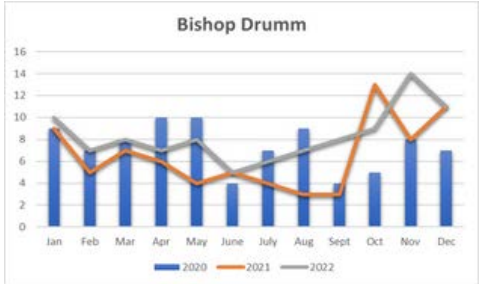
Call volumes continue with our elderly population. With the growth of more senior living and care facilities, our calls to these facilities grew by 23% from 2020 to 2021 and 13% between 2021 and 2022. We believe this trend will continue as our population ages and more of these facilities are built.











EMS DIVISION

Outside of Running EMS Calls
Our EMTs and Paramedics also provided CPR and Stop the Bleed classes to many citizens.

Many Boy Scout and Girl Scout troops also visited the fire station to discuss fire safety, first aid, and preparedness while working to obtain their respective badges.

EMS Instruction
The majority of our EMS instruction was done in-house by our own paramedics. A vast array of trainings was offered; some instructors went to great lengths to bring in props to enhance the learning experience.

Lt. Ryan Redmond was able to secure a pair of buffalo lungs and trachea to use for his airway class. He used one of the SCBA bottles and modified a hose to inflate them.

New Opportunity
Des Moines Area Community College hosted, for the first time ever, an Emergency Medical Technician (EMT) certification course at the Johnston Highschool and was assisted by members of JGMFD. After graduating High School, students who complete this course will have the knowledge, skill, and ability to enter the workforce as an EMS provider.

Dr. Sydney Leach

Thank you, and Welcome
The EMS division would like to thank Dr. Sydney Leach for her six years of service with JGMFD. Dr. Leach took a promotion at Mercy Hospital and now oversees both Emergency Departments of MercyOne and MercyOne West Lakes. Dr Leach was instrumental in the growth and development of our EMS division and the providers at JGMFD.

We welcomed Dr. Benjamin Sweet on January 1, 2023 as the new Medical Director for JGMFD. We wish Dr. Leach the best of luck in her new endeavors.

TRAINING DIVISION

2022 has been a busy year for the Training Division. The division focused on developing high-quality trainings for our members to ensure they are equipped and ready to respond to emergencies within our service area. In early 2022, we received delivery of three new training mannequins, which provide more realistic body movements for our members while being built rugged enough to handle the stresses placed upon them during training evolutions.

JGMFD benefited from using the following training props from the Iowa Fire Service Training Bureau, which are provided to the department at no cost through the State of Iowa Firefighter Training Fund:

- Interior Fire Attack Simulator,
- SCBA Confidence Trailer,
- Vertical Vent Simulator Trailer.

We are thankful to have the Iowa Fire Service Training Bureau in our response area, based out of Camp Dodge.

The Training Division developed a new yearly challenge for our firefighters. The challenge incorporates an aerial ladder climb, ground ladder throw, vent-enter-isolate-search, victim removal, self-contained-breathing-apparatus confidence in confined space, search, forcible entry, 1.75” attack line advance and flow and 2.5” attack line advance and flow. While this challenge creates a fun competition for crews, it allows the department to observe all skills that are worked on throughout a year in a single skills evolution.

Training Division congratulates the 2022 fastest crew: Station 38, A Shift: Captain Tristan Johnson, Firefighter Jeff Hawbaker, Firefighter Alex Aubert.

TRAINING DIVISION

2022 brought the largest full-time firefighter hiring in department history –11 new members joined. The Training Division was charged with developing and implementing an orientation academy.

The 11 new members were put through a three-week intensive academy focused on developing basic firefighting skills and working them into higher-level full-scale evolutions to ensure our citizens receive the best emergency services possible.

This training academy would not have been possible without the efforts of the following instructors: Captain Tristan Johnson, Captain Nic Hutchinson, Lieutenant Chris Ford, Lieutenant Ryan Wheeler, Lieutenant Ty Wheeler, Lieutenant Alex Headley, Lieutenant Ryan Redmond, Firefighter Adam Hoffman, Firefighter Austin Sapienza, Firefighter Tanner Townes, Firefighter Simon Carl, and Firefighter Joel Hoium.

11

NEW MEMBERS

We are fortunate to have knowledgeable and dedicated company officers and firefighters that understand the importance of training. Through this dedication, personnel completed a total of 6,509 hours of training in 2022.

With pride, we recognize Lt. Alex Headley for the second year in a row for completing the most training for JGMFD in 2022, logging 283.5 hours of training.

As we focus ahead in 2023, Training Division will work to identify areas of improvement needed in department training utilizing data from the department Assessment Based Training Division and results/performance noted in the JGMFD Firefighter Challenge. The Training Division will continue working with area departments to continue mutual aid training opportunities to ensure all of our personnel operate safely and efficiently with each other.

COMMUNITY RISK REDUCTION

We provide services focused on reducing fire and life safety risks in the community. This is accomplished through the application of code enforcement for new and existing buildings, the review of plans for new developments and buildings, investigating the cause of fires within the jurisdiction, and providing education to the public regarding how they can remain safe at home, at work, and at play.

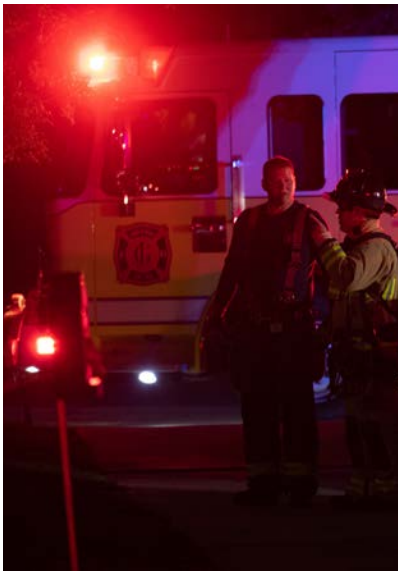
Code Enforcement

In cooperation with the City of Grimes and City of Johnston Building Departments, the JGMFD provides code enforcement services to both communities. The focus is to ensure new and existing structures provide a reasonable level of fire safety for those who work, live and play in our community. In 2022, 223 occupancy and final inspections were conducted, resulting in 100 re-inspections. There were 46 inspections of life safety systems. These numbers represent an increase of 43% from 2021.

Plan Review

These are done in cooperation with the City of Grimes and the City of Johnston Building Department, Economic Development and Planning & Zoning Commission. The focus is to ensure proposed structures are constructed and meet current fire, building, and planning & zoning regulations to ensure a safe and enjoyable community experience.

- 109 site plan reviews were conducted, representing a decrease of 23% from 2021
- 225 building and fire protection system plans, representing a decrease of 35% from 2021



Fire Investigation

The JGMFD has a Fire Investigation Team consisting of seven members from full and part-time ranks. Members of the Fire Investigation Team are also members of the Metro Area Fire Investigation Team. This is a partnership between area fire and law enforcement agencies utilized for large-scale fire investigation incidents who investigate fires that occur within the district. All fire investigations begin with the incident commander and may be turned over to members of the Fire Investigation Team based on the extent of the fire and the circumstances around the possible cause of the fire.

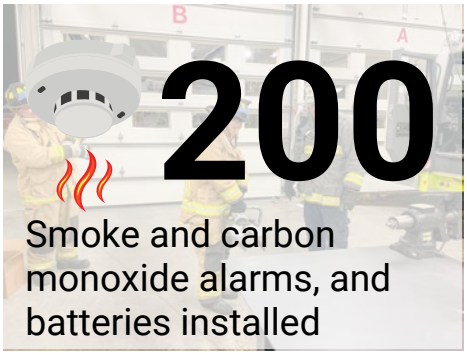
In 2021, the Fire Investigation Team conducted 4 fire investigations.

COMMUNITY RISK REDUCTION

Public Education

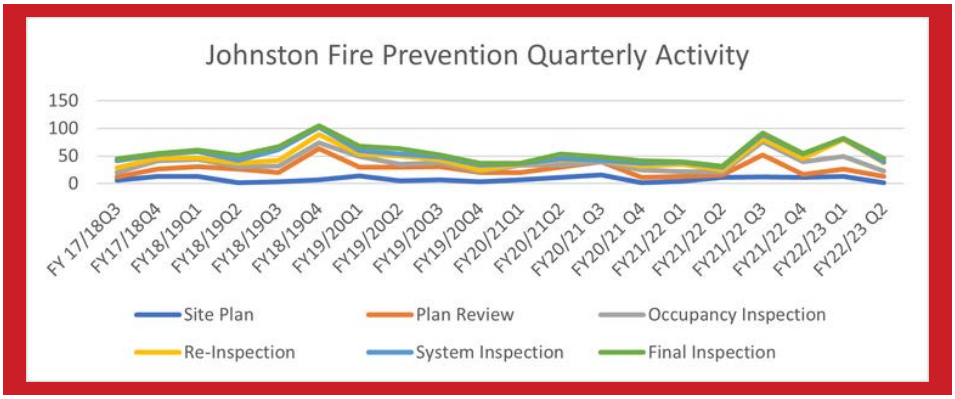
In 2022, one fire extinguisher class was conducted and 24 educational events. In total, these reached approximately 3,700 children and adults. Members also installed approximately 200 smoke alarms, carbon monoxide alarms and batteries.

The first Public Safety Citizens Academy was conducted with the Johnston Police Department. 12 community stakeholders and city staff were invited to participate in this inaugural class. Participants gained first-hand experience in the duties of our firefighters, paramedics, and EMTs. Sessions covered fire behavior and fire attack, hose and nozzle operations, portable and aerial ladder operations, rescue operations, fireground search and rescue, and EMS skills and operations.



Community Risk Reduction goals:

- ✓ In 2022, the goal of expanding inspections of existing occupancies within the jurisdiction began to be executed. As a result of a reduction in the number of plan reviews needed, inspections of existing occupancies **increased by 36%**.
- ✓ The City of Johnston adopted the 2021 edition of the International Code Council Building and Fire Codes.
- ✓ In 2023, JGMFD will continue expanding the inspections of existing occupancies and will conduct a stand-alone fire department citizens academy.



LOGISITCS DIVISION

Logistics provides support for three fire stations, 19 fleet apparatus, two Personal Water Crafts, two Rescue Boats, and over 40 members. Logistics oversees the acquisition, inventorying, assignment of uniforms, gear, supplies, parts, fire equipment, etc. They maintain fleet and facilities.

The goal is to ensure equipment, fleet, and facilities are all managed fiscally by working within the development of budgets and exploring alternative funding sources when making purchases.

Grants Received

$30,000 Prairie Meadows Community Betterment Grant
Grant purchase: Four SCOTT self-contained breathing apparatus

$200,000 American Rescue Act Grant
Grant purchase: Mobile and portable radios

Fleet
The JGMFD fleet has been busier than ever. We have seen an increase in work orders as well as an increase in preventative maintenance in 2022. Logistics division committee members are instrumental in the process of planning and designing new apparatus with the specific features needed to best serve our fire department and, most importantly, our citizens.

In 2022, through Capital Improvement Program (CIP), Logistics committee members were tasked with beginning the process of specification and design of a new Rescue Engine due to replace an aging front-line Rescue Engine. Committee members have spent countless hours researching and designing this apparatus, as well as making several trips to the facilities for final approval.

LOGISITCS DIVISION

Fleet assignments per station:

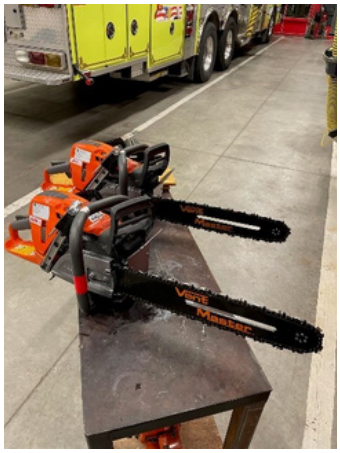
- **Station 37**: 200 South James, Grimes
  - Ambulance, Engine, Tender, Brush Units, Reserve Fleet
- **Station 38**: 10225 NW 62nd Avenue, Johnston
  - Rescue, Tower Ladder, Ambulance
- **Station 39**: 6373 Merle Hay Road, Johnston
  - Shift Commander, Ambulance X2, Engine, Tender, Water Rescue

Stations

- Station 37 whole station air compressor was updated to ensure the plymovent system in the apparatus bay was fully operational. The plymovent system uses vacuum technology when sensors indicate a rise in carbon emissions from combustion engines. The gas is evacuated to the outside. This prevents the buildup of carcinogen gases within the walls of the fire station.
- Station 39 Shift Commander and Deputy Chief of Operations office are now equipped with wall-mounted monitors. Monitors are utilized as a command center to visualize the location and status of units as well as monitor ongoing calls with detailed event notes and live-action updates.

Equipment

- A total of four new SCOTT Self-Contained Breathing Apparatus (SCBA) were purchased as part of a Capital Equipment replacement division. In addition to the four SCBAs purchased through the Prairie Meadows Community Betterment grant, the JGMFD has serviced eight new SCBAs. These SCBAs are pivotal to our firefighters' safety as they face immediate death or life-hazardous environments like never before.
- Two new Ventmaster Husqvarna Fire Service-rated chainsaws were purchased in the year 2021. These saws are utilized in various operational roles on and off the fire ground and will replace nearly 20-year-old Ventmaster saws that are nearing the end of their operational life.
- Updated hose appliances, adaptors, and nozzles were purchased to replace aging equipment and maintain our ability to efficiently make connections with mutual aid partners and various differing apparatus encountered on the fire ground. Also, to ensure aging nozzles will never jeopardize our firefighting extinguishment.



LOGISITCS DIVISION

Personal Protective Equipment

- A total of 10 new sets of Lion V-Force turnout gear were purchased for current members. National Fire Protection Association limits firefighting gear to a maximum life span of 10 years. It is the Department's goal that each member has two sets of personal protective gear with offsetting expiration dates. This ensures the firefighter has two sets of firefighting gear. Once firefighting gear has been exposed to carcinogens or other hazmat material, it must complete an extraction process rendering the gear out of service until complete.
- Firefighting helmets also have a 10-year lifespan. The Logistics Division ordered multiple helmets due for replacement and have standardized the make and model to ensure protection and uniformity throughout.
- Boots, gloves, and firefighting hoods have also been purchased and dispersed throughout 2022 to ensure our firefighters are protected with the most up-to-date equipment.
- Inventoried all issued and stored firefighting gear and assigned appropriately. The inventory tracking system will account for assigned equipment and warn of expiring equipment. Also will track maintenance, cleaning, and any cost associated with purchasing and/or repairing of equipment.

Uniforms

- Duty uniform options increased and the process was further streamlined.
- We began developing a process for Class A purchases and tailoring through the same company providing duty uniforms.

Committees

Apparatus Design and Specification: Pierce Tower Ladder & Rescue Engine

Deputy Chief
Ron Schipper

Captain
Nick Stewart

Lieutenant
Ryan Wheeler

Lieutenant
Chris Ford

Firefighter
Andrew Hooper

Personal Protective Equipment

Captain
Nick Stewart

Lieutenant
John Sweeney

LOGISITCS DIVISION

Annual Maintenance

- SCOTT SCBA in-service flow and operations testing on all SCBAs
- Breathing air cascade and air compressor testing
- Ground and Aerial ladder testing
- Station 37, 38, and 39 Plymovent systems testing
- Station 37, 38, and 39 HVAC systems service

Current Projects and Goals

- Finalize equipment replacement plan through the operational budget and CEP
- Final approval and delivery of the new Pierce Tower Ladder (fall/winter of 2023)
- Design and specification of the new Pierce Rescue Engine
- Fleet uniformity of department branding, unit identification, and graphic packages
- Solidify the work order process to ensure preventative maintenance and repairs on equipment, facilities, and fleet, are streamlined and operating effective and efficiently
- Further pursue grant options for aging equipment and/or new equipment

SPECIAL OPERATIONS DIVISION

Special Operations had another successful year of training and operations, even with the lingering impacts of COVID. Crews spent many hours training on water rescue operations, vehicle extrication, Haz-Mat, drone operations, Man vs Machine, and joint technical rescue with DMFD.

In the winter of 2021, we added a few new pieces of equipment at no cost to the department. We received the Iowa Communities Assurance Pool (ICAP) Grant for $1,000. This grant allowed the purchase of ten new water rescue helmets and four helmet-mounted lights. The new helmets will replace our old helmets and provide a safer, more reliable light source for nighttime water rescue operations.

We also received four high-pressure extrication airbags, hoses, and a controller from a local business as a donation. These items were placed in service at Station 37 to replace outdated aging equipment.

Special Operations

In winter 2022, a water rescue trailer and equipment were purchased from the Pleasant Hill Fire Department. This trailer came with a hard-hulled boat and two Yamaha outboard motors. Purchasing this trailer allowed the creation of a swift water response with a hard-hulled and inflatable boat all stored on one trailer while eliminating the need to lift equipment over rescuers' heads. The purchase of the used equipment used by Pleasant Hill Fire Department provided significant cost savings.

We now have spare equipment to put in service in the event of equipment breaks or malfunctions. The previous trailer was modified to remove the upper deck that previously stored the inflatable boat, allowing the trailer to launch PWCs at Saylorville Lake with less delay and overhead danger to our personnel. We thank the hard work of Captain Nic Hutchinson, Lieutenant Ryan Wheeler, and Firefighter Andrew Hooper for heading up efforts to repaint the new trailer and hard-hulled boat.

SPECIAL OPERATIONS DIVISION

Flooding in the spring/early summer of 2022 presented increased calls for service on Beaver Creek. This new equipment was utilized to respond rapidly to Beaver Creek areas. Due to the increased use of the creek as a recreational water trail, training time was dedicated to allow members to operate water equipment on the creek. This training allows our members to become more familiar with the creek and the performance of the boats we operate. We also trained numerous times on the Des Moines River to ensure the department is ready to respond to any water emergency we face.

In the summer of 2022, an introductory training course was held for new members to become cleared to perform water rescue for our department. This was the first time the training was held in approximately two years due to previous COVID-19 restrictions. We thank Hyperion Field Club for allowing our members to utilize their outdoor swimming pool to perform their swimming competency evaluations.

Training new members to perform water rescue increases the amount of in-service time our water rescue time has to handle calls for service.

Special Operations will continue to focus on water rescue training in 2023, specifically focusing on swift water environments on Beaver Creek and Des Moines River, as we continue to see these areas become more utilized for outdoor recreation.

HEALTH AND WELLNESS DIVISION

The Health and Wellness Division continues to impact the health and safety of firefighter's physical and mental health.

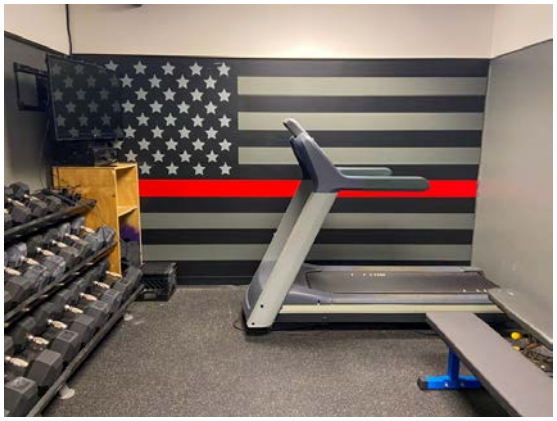
Mental Health

A large focus was placed on the mental health of our responders. Grimes and Johnston each dedicated funds to allow members to start an annual wellness check-in with Doctors Paul and Phil Ascheman. The annual check-in is a way to stay on top of mental health issues before they become problematic.

The development of the Peer Support Team continues to grow and stay active. These members have attended several conferences and courses to obtain mental health credentials, including the International Critical Stress Foundation and the International Association of Fire Fighters.

Physical Fitness

The department conducted the annual Physical Fitness Assessment, which showed an improved physical capacity by our members. In addition to the physical fitness assessment, the members conducted VO2Max testing this fall, testing firefighters' cardiorespiratory fitness.



2023 Goals/ Initiatives:

1. Continue the Mental Health/ Wellness Check-Up
2. Cancer Screenings
3. Physical and Mental Exposure Division
4. Station Alerting
5. Incentive Divisions
6. Spring Health & Wellness Event

2021 AWARDS

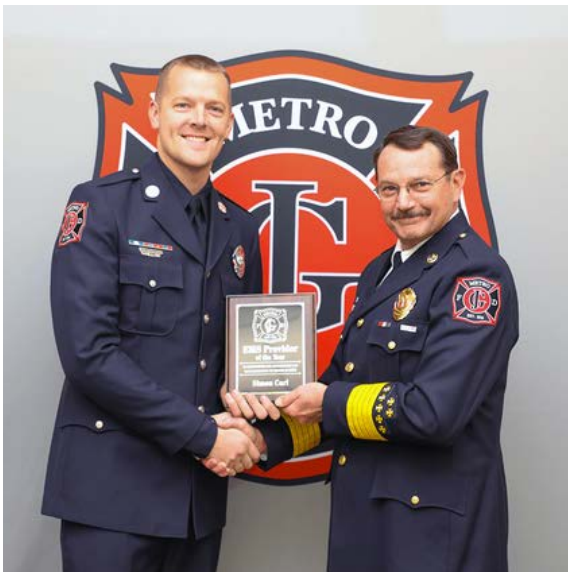
Due to COVID, we got behind in having our awards ceremonies. We recently completed an internal awards ceremony for the 2021 Award Recipients.

Rookie of the Year – Samantha Reisinger

This year's 'Rookie of the Year' is a living example of how having a strong work ethic and dedication to personal growth will bring success to your life. The recipient came to JGMFD with little formal experience, but has excelled at learning the job and becoming a valuable team member. Her peers nominated her for always being willing to step up and do whatever without complaint or hesitation. This Rookie has been noted to have the ability to avoid conflict and drama while quietly focusing on bettering themselves and their crew. She shows dedication to the JGMFD core values and shows a high level of professionalism both inside the station and while out in public. Like many award recipients, this Rookie demonstrates how to handle the first two years in our department while growing in comfort and skill level but remaining humble at all times.

EMS Provider of the Year - Simon Carl

This year's 'EMS Provider of the Year' can be relied upon to deliver high-quality EMS care while remaining extremely compassionate towards his patients, even during scenes filled with emotion and frustration during the pandemic. As the call volume increases, it is felt on the EMS side of the department, with members providing more life-saving care than ever before. Simon has been relied upon to mentor new EMS providers, and he is selfless in his approach to providing the best care to his patients while also finding time to develop other members within our department. He steps up to help the EMS division by actively seeking additional responsibilities as a Lead Medic and Preceptor.



2021 AWARDS

(Left to Right): Shawn Benberg (Firefighter/EMT), Riley Romick (Firefighter/Paramedic), Ryan Redmond (Lieutenant), Kevin Long (Firefighter/Paramedic), Jim Clark (Chief), Billy Giusto (Firefighter/Paramedic - not pictured)

Company Citation - Lt. Redmond, Shawn Benberg, Kevin Long, Riley Romick and Billy Giusto

On June 8, 2021, Johnston-Grimes Metropolitan Fire Department (JGMFD) was dispatched to a Casey's General Store parking lot at 1650 NE Beaverbrook Drive in Grimes. JGMFD crews responded without delay and arrived on the scene to find a 33-year-old female who was actively delivering a baby in the passenger seat of her car.

The baby was delivered as the crew walked up to make patient contact. The crew quickly recognized that the baby was blue, not crying, and needed rapid intervention by EMS personnel. They quickly got the mother and baby to the ambulance, cutting the umbilical cord, suctioning and bagging using O2-supplemented BVM, and actively warming the newly born patient. This team recognized a problem with premature delivery and got the infant and mother to the hospital in an improved condition. Due to their quick actions and calm and professional performance, the patients arrived at the hospital alive and in an improved condition.

Firefighter of the Year – Riley Romick

This year's 'Firefighter of the Year' recipient is a walking demonstration of JGMFD's core values. Always striving to learn new things, his work ethic is unmatched by almost any other department member. Riley is always willing to help others get things done and continually goes above and beyond to ensure he is ready for any job. As recognized by his peers and leadership, Riley provides the model of what we want all the firefighters on JGMFD to emulate. The discipline and respect that he has snown, not only for the job, but for each of his fellow firefighters and officers, represents why his peers nominated him.

2021 AWARDS

Life Safety Award - John Sweeny (Lieutenant), Joe Hoium (Firefighter), Andrew Pratt (Firefighter), Scott Towers (Firefighter/Paramedic), Ming Tommee (Firefighter/Paramedic)

Left to Right): Andrew Pratt (Firefighter), Joe Hoium (Firefighter), John Sweeny (Lieutenant), Jim Clark (Chief), Scott Towers (Firefighter/Paramedic-not pictured), Ming Tommee (Firefighter/Paramedic-not pictured)

On August 20, 2021, at approximately 5:00 p.m., units were dispatched to a single-family home in Johnston for a patient in cardiac arrest. JGMFD crew members overcame numerous setbacks, but the crew could still successfully provide lifesaving treatment to the patient. The crew performed resuscitation efforts according to protocol and achieved ROSC (return of spontaneous circulation) before leaving the incident scene. The crew delivered the patient to the hospital, where treatment continued, resulting in the patient being discharged days later.

Fire Officer of the Year – Captain Tristan Johnson

This year's 'Fire Officer of the Year' embodies the organization's core values. Captain Tristan Johnson's commitment and devotion to the JGMFD organization, and the fire service, are unparalleled. In addition to his Officer duties, he maintains a high level of understanding regarding the organization's training needs and spends countless hours outside of his normal schedule, ensuring this organization is mission capable. His supervisors, peers and subordinates praise Tristan for his strong leadership abilities, strong managerial skills, and dedication to the organization.

2021 AWARDS

Life Safety Award – Alex Headley (Lieutenant), Brook Hansen (Firefighter), and Ginger McAndrew (Firefighter); Riley Romick (Firefighter/Paramedic) and Levi Johnson (Firefighter/Paramedic)

(Left to Right) Alex Headley (Lieutenant), Jim Clark (Chief), Brook Hansen (Firefighter-not pictured), and Ginger McAndrew (Firefighter-not pictured); Riley Romick (Firefighter/Paramedic-not pictured) and Levi Johnson (Firefighter/Paramedic-not pictured)

On November 10, 2021, at approximately 7:00 p.m., crews were dispatched to a single family home for a patient with breathing problems. Units arrived on the scene and began treating a conscious and alert patient complaining of respiratory distress. After a brief assessment, the patient was assisted to the cot and taken to the ambulance for hospital transport for further evaluation. The patient became unconscious and unresponsive just before being loaded into the ambulance. Crews rapidly assessed the patient, finding they had gone into cardiac arrest. The crew immediately deployed resuscitation efforts and provided defibrillation, bringing the patient out of a heart dysrhythmia. Thanks to these lifesaving measures, the patient was again delivered to the hospital conscious and alert and walked out of the hospital days later.

Life Safety Award - Nick Stewart (Captain), Andy Odell (Firefighter), Alex Aubert (Firefighter), Nathan Gobell (Firefighter/Paramedic), Tanya Pierce (Firefighter/EMT), Tristan Johnson (Captain)

On December 3, 2021, at approximately 11:00 p.m., units were dispatched to a single-family home for a patient in cardiac arrest. Units responded while receiving updates that the patient had agonal breathing and no pulse. Upon arrival, the crew immediately began providing resuscitation efforts and deployed specific interventions that ultimately resulted in the patient regaining a pulse while on scene. The patient was transported to the hospital, conscious and alert, where a full recovery was achieved.

(Left to Right): Tanya Pierce (Firefighter/EMT), Alex Aubert (Firefighter), Tristan Johnson (Captain), Jim Clark (Chief), Nick Stewart (Captain-not pictured), Andy Odell (Firefighter-not pictured), Nathan Gobell (Firefighter/Paramedic-not pictured)

2022 AWARDS

Firefighter of the Year- Alex Aubert

This 2022 Firefighter of the Year, Alex Aubert, is a walking demonstration of our department's core values. He is always striving to learn new things and his work ethic is unmatched by almost any other department member. He is always willing to help others get things done, is doing the right thing, and continually goes above and beyond to ensure he is ready for any job. He embodies our core values of selflessness, preparedness and integrity. As recognized by his peers and leadership, he provides the model of what we want all the firefighters on JGMFD to emulate. The discipline and respect that he shows, not only for the job, but for fellow firefighters and officers, represents why his peers nominated him.

2022 Fire Officer of the Year – Chief Jim Clark

This 2022 Fire Officer of the Year – Chief Jim Clark – embodies all of the core values of JGMFD. His commitment and devotion to the organization and the fire service are unmatched. He maintains a high level of understanding regarding organization management and leadership. He spends countless hours outside his normal schedule ensuring this organization is professionally represented at City Council and Fire Board meetings. He is consistently praised by the communities we serve for his solid leadership abilities, strong managerial skills, and dedication to the organization.

2022 AWARDS

EMS Provider of the Year – Firefighter/Paramedic Robert Vaugh

The 2022 EMS Provider of the Year – Firefighter/Paramedic Robert Vaughn – can be relied upon to deliver high-quality EMS care while remaining extremely compassionate towards his patients, even during scenes filled with emotion and frustration. As JGMFD becomes busier, with more calls for service occurring every year, this is predominately felt on the EMS side of the department, with members providing more lifesaving EMS care than ever before. Robert has been relied upon to be a mentor to new EMS providers. He is selfless in his approach to providing the best care to his patients possible while finding time to develop other members within our department. He further steps up to be a preceptor without complaint to new members and is always honing his EMS skills.

Company Citation - The Engine 391 (E391) crew – Acting Officer, Adam Hoffman; Engineer, Andrew Hooper; Firefighter, Austin Sapienza; and Firefighter, Brandon Sjullie

This crew is recognized for actions displayed in response to a mutual-aid residential structure fire supporting Saylor Township Fire Department at 360 NW 43rd Place in Des Moines on December 10, 2022. E391 crew arrived ahead of Saylor Fire Department E491 and found a single-family residence with heavy fire involvement. E391 deployed a 2½ inch attack line and effectively and accurately applied big water on the fire enabling a primary search.

Left to Right: Chief Jim Clark, Brandon Sjullie, Andrew Hooper and Austin Sapienza

E391 then assisted Saylor FD E491 with a primary search where a victim was found and removed from the structure alive by both crews. Due to wise judgment, quick actions, and dedication to duty, the E391 crew exemplified great credit upon themselves by demonstrating the core values of JGMFD.

2022 AWARDS

Award of Commendation - Captain Tristan Johnson

The 2022 Award of Commendation recipient is Captain Tristan Johnson. In October and November, Tristan organized the first-ever three-week recruit academy. Not only did he organize the academy, but he also secured props from the Fire Service Training Bureau and instructors. He transported most of the props to the station for the recruits to utilize. He also planned a daily physical fitness practice to set the tone for the day. This recruitment program is something that can be used for years to come with ease due to the great organization and design of the program.

Award of Commendation - Fire Marshal Craig Ver Huel

The 2022 Award of Commendation recipient is Fire Marshal Craig Ver Huel. In October and November, the Johnston-Grimes Metropolitan Fire Department hosted its first Citizens Fire Academy. Craig single-handedly designed and taught the five nights of fire-based activities. The participants felt challenged and engaged in the activities. He demonstrated great planning skills and provided an overview of the department, incident command, fire ground tactics, and other meaningful lectures. Because of his efforts, we will surely have participants eager for the next offering of the program.

2022 AWARDS

Lifesaving Award - Adam Hoffman, Robert Vaughn, Samantha Reisinger, Ryan Wheeler and Tristan Johnson

Left to Right: Chief Jim Clark, Robert Vaughn, Ryan Wheeler, Captain Tristan Johnson

The 2022 Lifesaving Award recipients are Adam Hoffman, Robert Vaughn, Samantha Reisinger, Ryan Wheeler and Tristan Johnson. On November 5, 2022, EMS was called to a commercial establishment for a patient that wasn't acting appropriately. Upon arrival, patient contact is made and EMS discovers from the patient's friends on the scene that the patient's pacemaker is active. The EMS crew demonstrates proficient knowledge in cardiac care by completing a full assessment in the ambulance, including an EKG.

During the assessment, the patient went into cardiac arrest. EMS immediately transitions to CPR. The patient was defibrillated numerous times and the crew eventually achieved a return of spontaneous circulation. The patient was delivered to the hospital conscious and recovered days later.

Lifesaving Award - Austin Sapienza, Kevin Long, Simon Carl, Drew Pick and Ryan Redmond

The 2022 Lifesaving Award recipients are Austin Sapienza, Kevin Long, Simon Carl, Drew Pick and Ryan Redmond. In the early hours of September 13, 2022, EMS is dispatched to an apartment building for a patient in cardiac arrest. Due to the crew's speedy response, they administered the necessary medications needed for the patient to achieve a return of spontaneous circulation. The patient was delivered to the hospital with a pulse and left days later.

Left to Right: Simon Carl, Kevin Long, Drew Pick, Austin Sapienza, Ryan Redmond

2022 AWARDS

Lifesaving Award - Ryan Wheeler, John Sweeney, Tim Burns and Joel Hoium

Left to Right: Chief Jim Clark, Joel Hoium, John Sweeney, Ryan Wheeler

The 2022 Lifesaving Award recipients are Ryan Wheeler, John Sweeney, Tim Burns and Joel Hoium. On July 30, 2022, EMS was called to a single-family home for a 60-year-old patient in cardiac arrest. The 911 caller was woken by her husband's agonal respirations. Crews arrived on the scene and were able to achieve a return of spontaneous circulation with medication administration after the patient had already been defibrillated twice by the Johnston Police Department's AED. The patient maintained return of circulation throughout transport and made a full recovery.

Lifesaving Award - Tanner Townes, Tanya Pierce, Tristan Johnson, Chris Ford, Samantha Reisinger and Robert Vaughn

The 2022 Lifesaving Award recipients are Tanner Townes, Tanya Pierce, Tristan Johnson, Chris Ford, Samantha Reisinger and Robert Vaughn. On the morning of July 19, 2022, EMS crews and the Johnston Police Department were called to a local gym for a patient in cardiac arrest. Units respond to find a 47-year-old male, unconscious and not breathing. Due to the lifesaving actions of bystanders on the scene, the Johnston Police Department and EMS crews, this patient was delivered to the hospital with a return of spontaneous circulation and consciousness. The patient was defibrillated and CPR was performed. The patient was able to make a full recovery.

Left to Right: Chief Jim Clark, Tanner Townes, Robert Vaughn, Tanya Pierce, Tristan Johnson, Chris Ford

2022 AWARDS

Lifesaving Award - Kevin Long, Shawn Benberg, Brook Hansen, Randy Jones and Austin Sapienza

Left to Right: Kevin Long, Austin Sapienza, Brook Hansen, Chief Jim Clark

The 2022 Lifesaving Award recipients are Kevin Long, Shawn Benberg, Brook Hansen, Randy Jones and Austin Sapienza. At 10:35 a.m. on January 15, 2022, units were dispatched to a single-family home for a patient experiencing chest pain after shoveling snow. Responding units found the patient conscious and alert but complaining of intense chest pain. The EMS crew quickly deciphered a 12-lead to show the patient had a heart attack.

The patient was immediately packaged for transport. Just before transportation to the hospital, the patient went into cardiac arrest. EMS identified the patient had gone unconscious and began CPR. The patient quickly came out of his deadly arrhythmia and regained a pulse and consciousness. The patient was delivered to a nearby hospital for further treatment and returned home shortly after.

CITY COUNCIL COMMUNICATION
Meeting Date: 01/24/2023

AGENDA ITEM: Approve a Land and Water Conservation Fund grant application for the Wallace Farm project for trail development.

BACKGROUND: The City of Grimes is eligible for the Land and Water Conservation grant funding and has identified the Wallace Farm project as a candidate for the grant funding for trail development.

BUDGETARY CONSIDERATIONS: $125,000.00

STRATEGIC PLANNING:
Prioritized ___X_____

*High-Performing Organization/Exception Professional Services__X_____
*Great Place to Live/Expanded Quality of Life Amenities __X_____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Staff recommends approval to submit a Land and Water Conservation grant application for the Wallace Farm project for trail development.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Brian Becker
bbecker@grimesiowa.gov

Prepared by: Brian Becker_____
Return to: Brian Becker_____

RESOLUTION 02-2423 ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

County: Polk

WHEREAS, the City of Grimes (City/County) is interested in acquiring lands or developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of

Site Name: Wallace Farm Park and the State Iowa.

Site Address: 402 SE 6th Street

Project Title: Wallace Farm Park

Total Estimated Cost: $ 2,217,190.49

Brief Description of Project:

The Wallace Farm Park will be a 14-acre destination park in the heart of the community (402 SE 6th Street) that will honor the community's agriculture heritage. Phase 1 will consist of site grading for the entire park along with the installation of over 10 miles of multi-use trails. The majority of the Wallace Farm Trail System will be paved concrete (8.49 miles) while the remaining (2.34 miles) will be paths throughout the natural areas within the park.

AND, Land and Water Conservation Fund financial assistance is being sought for the acquisition or development of said outdoor recreational facilities,

NOW THEREFORE, be it resolved by the City of Grimes City Council that the project described above be authorized,

AND, be it further resolved that said City of Grimes make application to the Iowa Department of Natural Resources to seek Land and Water Conservation Fund financial assistance from the National Park Service in the amount of 5.64 % of the actual cost of the project,

AND, be it further resolved that said City of Grimes City Council certifies to the following:

1. That is will accept the terms and conditions set forth in the NPS Grants-in-Aid Manual and which will be a part of the Project Agreement for any grant awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the acquisition and/or development in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the Iowa Department of Natural Resources.
3. That is has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Grimes for public outdoor recreational use.
4. That no financial assistance has been given or promised under any other federal program or activity with regard to the proposed project.
5. That it will not discriminate against any person on the basis of race, color, or natural origin in the use of any property or failure acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.
6. That it will maintain adequate financial records on the proposed project to substantiate claims for cost-sharing.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Grimes City Council at a legal meeting held on this _____ Day of _____ , 2023

_____ (signature)

_____ (title)

_____ (signature)

_____ (title)

CITY COUNCIL COMMUNICATION
Meeting Date: 2/28/2023

AGENDA ITEM: Resolution Supporting Iowa Great Places Designation Application for City of Grimes

BACKGROUND: An opportunity to make application for Grimes to be designated as an Iowa Great Place is before the City Council. Staff has worked with Impact7G to develop a visioning committee, and work on the application itself is ongoing.

The designation, if awarded, will do a few things.

1. Open additional grant funding opportunities for the City of Grimes.
2. Increase scoring on certain grant opportunities.
3. Increase marketing opportunities for the city and our businesses.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: YES

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

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Approval

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

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

RESOLUTION 02-2523 SUPPORTING IOWA GREAT PLACES DESIGNATION APPLICATION FOR THE CITY OF GRIMES

WHEREAS the City of Grimes (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and;

WHEREAS City staff along with community representatives are recommending an application for designation be submitted by the City of Grimes; and

WHEREAS the City Council has found the request to apply for the Iowa Great Places designation to be in the best interest of the City.

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

1. This Council hereby agrees to apply for the Iowa Great Places designation.

Passed this 28th day of February 2023 and signed this 28th day of February 2023.

CITY OF GRIMES, IOWA

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date:2/28/2023

AGENDA ITEM: Resolution # 02-3023 Kuethe Water and Sewer Adjustment

BACKGROUND: City Council approved Resolution #01-1623, Water and Sewer Adjustment Policy, on January 24, 2023. On February 21, 2023, utility customer Aaron Kuethe submitted a Water/Sewer Adjustment form and all relevant documentation to the Utility Billing Manager. Mr. Kuethe meets the criteria for receiving an adjustment on water and sewer charges due to a leak, and the subsequent repairs made to correct the issue.

BUDGETARY CONSIDERATIONS: An adjustment of $237.19 for water and $175.84 for sewer is recommended for the utility account of Aaron Kuethe.

STRATEGIC PLANNING:
Prioritized YES X 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 Adjustment policy on January 24, 2023.

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by: Kathy Steele
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION NO. 02-3023

RESOLUTION TO ADJUST UTILITY CHARGES

WHEREAS, on January 24, 2023, the Grimes City Council approved Resolution 01-1623 adopting a Water/Sewer Adjustment Policy to encourage residents to make prompt repairs and/or provide a permanent solution for water loss or excessive sewer charges, and

WHEREAS, City Staff has determined that Aaron Kuethe has met the criteria set forth in the Water/Sewer Adjustment Policy, and

WHEREAS, City Staff Recommends an adjustment to Aaron Kuethe's utility bill in the amount of $237.19 for water charges and $175.84 for sewer charges, and

WHEREAS, the City Council of Grimes has approved the adjustment for Aaron Kuethe's utility account.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA THAT; the water and sewer adjustment for Aaron Kuethe's utility account has been approved.

PASSED AND APPROVED this 28th day of February 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

CITY OF GRIMES

WATER/SEWER ADJUSTMENT FORM

If your request is granted, this is a one (1) time only adjustment per customer/family.

Form must be filled out completely and receipts provided to support the issue has been resolved. Consideration will not be given when information is missing and/or receipts are not provided.

Date of Request	2/21/2023
Date Incident Discovered	1/23/2023
Address of Incident	
Owner or Tenant #1	Aaron Kuethe
Last 4 of Social Security #	
Phone Number	
Owner or Tenant #2	
Last 4 of Social Security #	
Phone Number	

Below please provide a description of the issue and the action taken to resolve the issue in a permanent manner.

On January 23rd, we got a call from Kay with the City of Grimes about a high water consumption. ~~three~~ We went and found a toilet had a bent/corroded flapper. We shut off use of that toilet until a plumber could come out. The plumber came out February 17th and fixed the toilet. Our water billing period was from 12/15 - 1/15, so we did not find out about the leak until the next billing cycle was under way, so the 1/16-2/15 bill will also have excess water consumption due to the leak. Both billing cycles will have been impacted. Please find attached receipt.

I/We attest the information provided is true and accurate and understand that if this request is granted, I/We will not be provided this opportunity again.

Aaron M. Kuethe
Signature #1

Abby Kuethe
Signature #2

RECEIVING & FILING OF REPORTS

MINUTES

Polk County Emergency Management Commission

Full Commission

Meeting Date/Time:
WED 15-FEB-2023
1400 Hours

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

Distributed on: 17–FEB-23

I. **Call to Order –** at 1401 hours by Chairperson TeKippe

II. **Roll Call and Introductions –**

A. **Members** (*Member of the Commission's Executive Committee. Highlighted = attended) Sign in sheets and Zoom attendance records attached.

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

B. **Staff** Mumm, Nordmeyer, Bearden

C. **Guests/Public** None

III. **Approval of Agenda – Commission Action:** Motion by Des Moines, seconded by Pleasant Hill to approve the agenda as presented and the previous meeting minutes as distributed. The Motion passed unanimously.

IV. **Approval of Previous Meeting Minutes–** Occurred 16-NOV-2022 and distributed on 17-NOV-2022) **Commission Action**: see item III above.

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

VI. **Public Hearing – FY 23/24 Proposed Budget –** The proposed budget and notice of public hearing was published in the Des Moines Register on 1-FEB-2023. Anyone from the public is welcome to speak for or against the proposed budget. **Commission Action:** Public hearing was opened. Notice of Public Hearing and proposed budget was published according to State Law. Public was invited to speak for or against the proposed budget. No public spoke. No written correspondence was received related to the budget. Public hearing was closed.

VII. **New Business and Action Items –**

A. **FY 2023/24 Proposed Budget –** Publication of proposed budget and notice of public hearing occurred in early February. **Executive Committee Action (1/10/23)**: Motion by Johnston, seconded by West Des Moines to recommend to the Commission adoption of the FY 23/24 budget as presented. Motion passed unanimously. Attachment #1. **Commission Action**: Motion by Des Moines, seconded by Altoona to approve the proposed budget as presented. Motion passed unanimously.

B. **28E Agreement for the Administration of Emergency Management Program -** current agreement expires at the end of current fiscal year. Staff recommends extending current terms for another three years at existing assessment amount. If approved by the Commission, the jurisdictions of the Commission will need to approve via resolution before staff can file the updated agreement with the Secretary of State and the Recorder's Office. A sample local

resolutions can be shared by staff upon request. Attachment #2. **Executive Committee Action (2/7/23):** Motion by Altoona, seconded by Johnston to recommend to the Commission the adoption of the current 28E Agreement as presented. The motion passed unanimously. **Commission Action**: Motion by Clive, seconded by Ankeny to the adoption of the 28E Agreement as presented. Motion passed unanimously.

C. **28E Agreement between EM Commission and 911 Service Board –** current agreement expires at the end of current fiscal year. Agreement would provide resources from the 911 Service Board to the EM Commission in an amount equal to the annual salary and benefits of the 911 Coordinator. Attachment #3. **Executive Committee Action (2/7/23)**: Motion by West Des Moines, seconded by Altoona to recommend to the Commission the adoption of the current 28E Agreement between EM Commission and 911 Service board as presented. The motion passed unanimously. **Commission Action**: Motion by Clive, seconded by Des Moines to adoption of the 28E Agreement between EM Commission and 911 Service Board as presented. Motion passed unanimously.

D. **Appointments to the 911 Service Board –** Code of Iowa Chapter 34A names emergency management as a member of the local 911 Service Board. Rules require entities to appoint members to the Service Board annually. Staff recommendation is to name the EM Director as the primary and the Deputy Director as the alternate member to the Polk County 911 Service Board. Attachment #4. **Executive Committee Action (2/7/23)**: Motion by Johnston, seconded by West Des Moines to recommend the EM Director as the primary and the Deputy Director as the alternate member of the 911 Service board. The motion passed unanimously. **Commission Action**: Motion by Clive, seconded by Des Moines to approve the EM Director as the primary and the Deputy Director as the alternate member of the 911 Service Board. Motion passed unanimously.

VIII. **Old Business –**

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

A. **Administration and Finance**
   1. **Staff/Personnel:**
      a) EM Program Assistant hiring process updates
      b) Resiliency Coordinator recommended by County Administrator to Board of Supervisors. Pending final budget adoption in March. Probable hiring in June for July 1st start date.
   2. **Commission By-Laws:** none
   3. **Budget:**
      a) **Monthly Budget Report** – Attachment #5.
   4. **Grants Management –**
      a) **2022 EMPG –** submitted request to receive 50% of 2022 grant ($19,500) in October
      b) **Coronavirus Relief Funds (Cares Act Funding) –** CAD to CAD ($4.9M)
      c) **Iowa Events Center -** NOI accepted by HSEMD for $780K application for security equipment submitted by EMA on behalf of Iowa Events Center
      d) **Mitigation Planning –** Application submitted for countywide hazard mitigation planning grant. Currently awaiting bids under state contract.

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

C. Resource Management
   1. Resource Typing – 2023 updates to begin in early spring 2023

D. Planning
   1. Comprehensive Emergency Plan (CEP) – satisfied planning requirements for 2022. Working on update schedule for 2023.
   2. EMA Strategic Plan – Director and Deputy Director currently inventorying programs and projects for 2023 prioritization
   3. Multi-jurisdictional Hazard Mitigation Plan – grant application submitted. See above.
   4. Active Threat Working Group – Training and exercises continue in various forms and locations. EMA will reconvene a small working group among CIEMSD, PCFCA, PLEXA and Communications organizations to discuss potential next steps.
   5. Planned Events –
      a) NCAA Basketball 1st/2nd Rounds – March 2023
      b) Ironman – June 11, 2023
      c) RAGBRAI – July 22-29, 20023; Des Moines overnight stop Wednesday, July 26.
      d) Iowa State Fair – August 10-20, 2023

E. Direction, Control, and Coordination – none

F. Damage Assessment – none

G. Communications and Warning
   1. 911 Service Board Updates –
      a) EM Commission Acting as 911 Service Board – The 911 Service Board Chairperson suggested to the Service Board's Executive Committee that thought should be given to joining EM Commission and Service Board. No immediate action expected.
      b) Fiscal Agent – Transfer of responsibility from PCSO to EMA is pending audit to certify starting point. Plan for policy adoption and initiation of responsibilities in 2023. Polk County Board of Supervisors signed contract with Forvis for independent audit. Entities currently providing documentation.
      c) CAD to CAD Project – covered under grant management.
   2. PSAP Advisory Committee –
      a) Code Red > Alert Iowa Transition – System is live. PSAP Personnel training continues.
   3. Metro Interoperability Committee –
      a) CAD to CAD Interoperability – Common CAD workgroup (covered under grants)
      b) MICS review – MICS in the process of decommissioning.
      c) Regional Interoperable Communications Plan (RICP) committee will re-engage on this topic as defined by new direction of 911 Service Board.
      d) Update ATWG ConOps Comms Plan
      e) Planned Events Interoperable Communications Planning – NCAA, Ironman, RAGBRAI, and Iowa State Fair

4. Outdoor Warning Sirens –
   a) **Monthly System Testing** – Unchanged - "Go/NoGo" coordination prior to monthly test
   b) **Long-Term Sustainment of Countywide Siren System–** discussion deferred to mitigation planning updates
   c) **Mitigation Project Notice of Interest (NOI) –** submitted NOI to HSEMD for countywide polygon-based warning system and needed siren hardware upgrades to enable the system. Based on outcome of NOI, a full project application would be the next step.

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

I. Training –
   1. **Comprehensive Training Program –** pending hiring of EM Program Assistant
   2. **Offerings:** (see Polk Co EMA web site for more information)

J. Exercises –
   1. **Comprehensive Exercise Program** – pending hiring of EM Program Assistant

K. Public Education, Outreach and Information –
   1. **Annual Partnership Meetings –**Wednesday afternoon (2/8): 56 registered in-person and 43 virtually. Thursday morning (2/9): 17 registered in-person and 21 virtually. Total=137. Recording to be posted to web site.

L. **Homeland Security –** none

X. **Open Discussion —** None

XI. **Upcoming Meetings:**

2023 Full Commission Meetings: Start Time 2:00 pm

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

2023 Executive Committee Meetings: Start Time 7:30 am

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

XII. **Adjourn – Commission Action:** Motion by Ankeny, seconded by Des Moines to adjourn. Motion passed without objection at 1434 hours.

Event: EMA Commission
Date: 2-15-23
Time: @ 1400 hrs
Location: CIII

MUST ↓ CELL Phone

POLK COUNTY EMERGENCY MANAGEMENT

1907 Carpenter Avenue
Des Moines, Iowa 50314
515-286-2107

	Name	Organization	Phone	Email
1	Patty Nordmeyer	PCEMA	563-357-6006	on file.
2	Aaron Kroeker	Bondurant		
3	Jeremy Siepker	Polk City PD		
4	Jim Clark	JGMFD	712-251-2629	
5	John Tekippe	Des Moines	on file	on file
6	LEN MURRAY	PLEASANT HILL	515-249-9030	MURRAYLL50@HOTMAIL.COM
7	Bill Roberts	mitchellville	515-729-4410	Bill.Roberts@mitchellville.org
8	Ryan Hall	WDMFD	515-202-7558	ryan.hall@wdm.iowa.gov
9	Cynthia Lee	WDM Fire/EMS	on File	
10	Connie Boesen	DSM	515-240-7929	
11	Joe Gatto		515-402-2626	
12	Jeremy Boka	Ankeny	515 556 1613	
13	Joe Ruddy	Ankeny	515-639-6007	
14				
15				
16				
17				
18				
19				
20				

Name (Original Name)	User Email	Join Time	Leave Time
A.J. Mumm - Polk Co EMA	aj.mumm@polkcountyiowa.gov	2/15/2023 13:40	2/15/2023 14:39
Karla Hogrefe	khogrefe@polkcityia.gov	2/15/2023 13:47	2/15/2023 14:39
Carmella Jones - Alleman City Council (Carmella Jones)	cityofalleman@huxcomm.net	2/15/2023 13:55	2/15/2023 14:26
Darius Potts	dpotts@ankenyiowa.gov	2/15/2023 13:55	2/15/2023 14:26
Joe quick	josephquick.runnellscc@gmail.com	2/15/2023 13:56	2/15/2023 14:26
Robert Andeweg	bandeweg@urbandale.org	2/15/2023 13:57	2/15/2023 14:26
John Edwards	jedwards@cityofclive.com	2/15/2023 13:57	2/15/2023 14:28
Steve Van Oort	steve.vanoort@polkcountyiowa.gov	2/15/2023 13:57	2/15/2023 14:26
Russ Trimble	russ.trimble@wdm.iowa.gov	2/15/2023 13:57	2/15/2023 14:26
Steve Karsjen	skarsjen@polkcityia.gov	2/15/2023 13:59	2/15/2023 14:26
Mike Jones	mike.jones@windsorheights.org	2/15/2023 13:59	2/15/2023 14:08
james evans - johnston (james evans)	jaae64a@gmail.com	2/15/2023 14:06	2/15/2023 14:26
Doug Elrod	delrod@cityofbondurant.com	2/15/2023 14:06	2/15/2023 14:26

NOTICE OF PUBLIC HEARING

POLK COUNTY CONFERENCE BOARD

Meeting Date: March 8, 2023

Time: 4:00 p.m.

Place: Board of Supervisors' Meeting Room
Polk County Administrative Office Bldg.
111 Court Ave, Room #120
Des Moines, IA 50309

Public notice is hereby given that the Polk County Conference Board will meet on the date, time, and location specified above for the purpose of holding a Public Hearing for the consideration of adopting the Proposed Budget for the Polk County Assessor's Office for the fiscal year 2023-2024.

No qualified individual with a disability will be excluded on the basis of a disability from participating in this meeting. To receive more information or request an accommodation to participate, please contact Jill Mauro, Polk County Assessor's Office, Room 195, Polk County Office Building, 111 Court Ave., Des Moines, Iowa. Phone (515) 286-2144.

AGENDA

1. Call to order by Tom Hockensmith, Chairperson of the Conference Board.

2. Roll Call by Clerk Randy Ripperger.

Boards of Education:

Ryan Weldon, Ankeny
Chris Freese, Bondurant-Farrar
Mark Wills, Dallas Center-Grimes
Teree Caldwell Johnson, Des Moines
Katie Fiala, Johnston
Joe Heintz, North Polk
Julie Jennings, Saydel
Brett Handy, Southeast Polk
Ashley Anderson, Urbandale
Lonnie Dafney, West Des Moines
Tim Bogardus, Woodward-Granger

Mayors:

Bob Kramme, Alleman
Dean O'Connor, Altoona
Mark Holm, Ankeny
Doug Elrod, Bondurant
Drew Merrifield, Carlisle
John Edwards, Clive
Frank Cownie, Des Moines
Colten Fors, Elkhart
Tony James, Granger
Scott Mikkelsen, Grimes
Paula Dierenfeld, Johnston
Nicholas Murrow, Mitchellville
Tom Phillips, Norwalk
Sara Kurovski, Pleasant Hill
Steve Karsjen, Polk City
Gerald Lane, Runnells
Todd Anderson, Sheldahl
Bob Andeweg, Urbandale
Russ Trimble, West Des Moines
Mike Jones, Windsor Heights

Polk County Supervisors:

Robert Brownell
Angela Connolly
Steve Van Oort
Tom Hockensmith, Chairperson
Matt McCoy

3. Action on the minutes of the previous meeting on February 13, 2023.

4. Public Hearing on the Proposed Budget for the Polk County Assessor's Office for the fiscal year July 1, 2023, through June 30, 2024, as approved by the Polk County Conference Board on February 13, 2023.

5. Adoption of Proposed Budget for the Polk County Assessor's Office for the fiscal year July 1, 2023, through June 30, 2024.

6. New business.

7. Adjourn.

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
Fiscal Year July 1, 2023 - June 30, 2024
Assessing Jurisdiction: POLK COUNTY ASSESSOR

The Conference Board of the above-named Assessing Jurisdiction will conduct a public hearing on the proposed fiscal year budget as follows:
Meeting Date: 3/8/2023 Meeting Time: 04:00 PM Meeting Location: Polk County Administrative Office Building, 111 Court Avenue, Room 120, Des Moines, Iowa 50309

At the public hearing any resident or taxpayer may present their objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of receipts and expenditures on file with the Conference Board Clerk. Copies of the Supplemental Budget Detail will be furnished to any taxpayer upon their request.

Contact Name: Randy J Ripperger Contact Telephone Number: (515) 286-3158

	FYE June 30, 2022 Actual	FYE June 30, 2023 Re-estimated	FYE June 30, 2024 Proposed	Transfers Out	Estimated Ending Fund Balance FY 2024	Estimated Beginning Fund Balance FY 2024	Estimated Other Receipts	Transfers In	Estimated Amount To be RaisedBy Taxation
1. Assessment Expense	6,217,218	7,530,377	7,560,576		878,029	1,608,249	493,790	0	6,336,566
2. FICA				0	0	0	0		0
3. IPERS				0	0	0	0		0
4. Emergency				0	0	0	0		0
5. Unemployment Comp.	0	0	0	0	0	0	0		0
6. Tort Liability	0	0	0	0	0	0	0		0
7. TOTAL	6,217,218	7,530,377	7,560,576	0	878,029	1,608,249	493,790	0	6,336,566

Proposed taxation rate per $1,000 valuation: $ 0.21551
Virtual Meeting Information:
-

ADOPTED BUDGET AND CERTICATE OF TAXES Fiscal Year July 1, 2023 - June 30, 2024

POLK COUNTY ASSESSOR

File the Adopted Budget Summary, the Supplemental Detail, and Proof of Publication with the County Auditor immediately following the public hearing and by March 15.

County Name: POLK COUNTY County Number: 77 Date Budget Adopted : (entered upon adoption)

ADOPTED BUDGET SUMMARY

FUND (Use Whole Dollars)	FYE June 30, 2022 Actual Expenditures	FYE June 30, 2023 Re-estimated Expenditures	FYE June 30, 2024 Proposed Expenditures	Transfers Out	Estimated Ending Fund Balance FY 2024	Estimated Beginning Fund Balance FY 2024	Estimated Other Receipts	Transfers In	Estimated Amount To by Raised By Taxation
1. Assessment Expense	6,217,218	7,530,377	7,560,576		878,029	1,608,249	493,790	0	6,336,566
2. FICA				0	0	0	0		0
3. IPERS				0	0	0	0		0
4. Emergency				0	0	0	0		0
5. Unemployment Comp.	0	0	0	0	0	0	0		0
6. Tort Liability	0	0	0	0	0	0	0		0
7. TOTAL	6,217,218	7,530,377	7,560,576	0	878,029	1,608,249	493,790	0	6,336,566

PROPERTY TAX/UTILITY TAX REPLACEMENT EXCISE TAX COMPUTATION

FUND (Use Whole Dollars)	AW Utility Tax Replacement and Property Tax Dollars	BW Taxable Valuation With Gas & Electric	CW Tax Rate	DW Taxable Valuation Without Gas & Electric Utilities	EW Property Taxes Levied	FW Estimated Utility Tax Replacement Excise Taxes
1. Assessment Expense	6,496,227	30,143,253,312	0.21551	29,402,652,626	6,336,566	159,661
2. FICA		30,143,253,312		29,402,652,626	0	0
3. IPERS		30,143,253,312		29,402,652,626	0	0
4. Emergency		30,143,253,312		29,402,652,626	0	0
5. Unemployment Comp.		30,143,253,312		29,402,652,626	0	0
6. Tort Liability		30,143,253,312		29,402,652,626	0	0
7. TOTAL	6,496,227		0.21551		6,336,566	159,661

To the County Auditor and Board of Supervisors of the above-named County, in the State of Iowa: At a lawful meeting of the Conference Board for the Assessing Jurisdiction indicated above, on the date indicated, the budget for fiscal year listed above, was adopted as summarized above. In addition, tax levies were voted on all taxable property of this Assessing Jurisdiction.

(Clerk's Signature of Certification) (Date)

COUNTY AUDITOR'S CERTIFICATION

By Electronically Certifying, I certify the budget meets all statutory obligations.

(County Auditor's Signature of Certification) (Date)

ASSESSMENTS - REVENUE

Fiscal Year July 1, 2023 - June 30, 2024

1. ASSESSMENT EXPENSE FUND

RESOURCES: BEGINNING FUND BALANCE and RECEIPTS		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
1. ASSESSMENT EXPENSE FUND				
BEGINNING FUND BALANCE:				
Beginning Fund Balance	1	3,321,503	2,421,071	1,608,249
OTHER RECEIPTS (DO NOT Include Credits Against Levied Taxes Here):				
Delinquent Property Taxes	2	-6,541	1,000	500
Mobile Home Taxes	3	3,343	4,500	4,000
Utility Tax Replacement Excise Taxes	4	127,172	162,760	159,661
Military Service/Mobile Home Replacement	5	865	1,800	1,200
Commercial and Industrial Replacement and Business Property Tax Replacement	6	167,715	202,845	325,929
Grain Handling	7	0	0	0
Fish and Wildlife	8	5	0	0
Ag Land Credit	9	1,189		
Elderly Disabled Credit	10	1,903		
Family Farm Credit	11	319		
Homestead Credit	12	112,805		
	13			
	14			
Miscellaneous	15	2,606	4,000	2,500
Miscellaneous Receipts/Reimbursements	16	37	100	0
Other (Itemize):	17			
	18			
	19			
	20			
	21			
	22			
	23			
	24			
	25			
	26			
Subtotal Other Receipts	27	411,418	377,005	493,790
TRANSFERS IN (Itemize):				
FICA	28			
IPERS	29			
	30			
Subtotal Transfers In	31	0	0	0
PROPERTY TAXES LEVIED				
(Includes Credits Against Levied Taxes)	32	4,905,368	6,340,550	6,336,566
TOTAL RESOURCES	33	8,638,289	9,138,626	8,438,605

ASSESSMENTS - EXPENDITURES

Fiscal Year July 1, 2023 - June 30, 2024

1. ASSESSMENT EXPENSE FUND

REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
1. ASSESSMENT EXPENSE FUND				
EXPENDITURES:				
Salaries: Assessor	1	162,160	170,961	179,509
Deputies	2	762,482	941,241	984,685
Field Assessors	3	1,140,367	1,274,118	1,288,867
Board of Review	4	117,207	126,144	132,451
Other Personnel	5	1,230,549	1,555,513	1,669,305
FICA -- Employer Share	6	264,019	309,216	325,020
IPERS -- Employer Share	7	312,904	373,880	390,238
Health Insurance -- Employer Share	8	502,502	581,591	628,127
Unemployment/Worker Comp Insurance	9			
Employee Benefits (sick Leave, Dental, Life, Longevity, Annuity)	10	66,108	80,762	110,221
Continuing Education	11	27,818	40,000	42,000
Mileage and Travel	12	44,540	69,324	74,997
Office Supplies	13	21,103	23,000	25,000
Postage	14	34,531	115,575	45,000
Telephone/Cell Phone	15	25,134	51,280	51,280
Official Publication and Legal Notice	16	24,299	29,691	34,782
Dues and Memberships	17	14,527	17,750	19,865
Printing	18	7,565	43,800	8,800
Insurance	19	61,234	69,720	69,720
Office/Computer Equipment Purchase/Lease	20	65,854	59,200	67,200
Equipment Maintenance	21	6,797	12,811	12,812
Software Maintenance	22	178,027	428,675	63,735
Programming/Data Processing	23	315,680	329,230	393,209
Conference Board	24	0	0	0
Examining Board	25	0	0	0
Board of Review	26	1,070	5,000	5,000
Professional/Appraisal Services	27	4,926	11,200	11,200
GIS/Mapping Project (Aerial Photography)	28	350,875	185,550	350,875
Appeals and Court	29	217,710	450,000	450,000
Vehicle Maintenance/Repairs	30	0	0	0
Miscellaneous	31	46,531	47,760	48,660
Early Retirement Insurance	32	59,935	33,385	10,018
Early Retirement Incentive Pay/Leave Payout	33	150,764	94,000	68,000
Subtotal Expenditures	34	6,217,218	7,530,377	7,560,576
ENDING FUND BALANCE:				
Fund Balance - Reserved	35			
Fund Balance - Unreserved/Designated	36	500,000	500,000	500,000
Fund Balance - Unreserved/Undesignated	37	1,921,071	1,108,249	378,029
Total Ending Fund Balance	38	2,421,071	1,608,249	878,029
TOTAL REQUIREMENTS	39	8,638,289	9,138,626	8,438,605

FICA - REVENUE

Fiscal Year July 1, 2023 - June 30, 2024

2. FICA FUND (Federal Pension Payroll Tax - Employer Share, if levied separately)

RESOURCES: BEGINNING FUND BALANCE AND RECEIPTS		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
BEGINNING FUND BALANCE:				
Beginning Fund Balance	1		0	0
OTHER RECEIPTS (DO NOT Include Credits Against Levied Taxes Here):				
Delinquent Property Taxes	2			
Mobile Home Taxes	3			
Utility Tax Replacement Excise Taxes	4			0
Military Service/Mobile Home Replacement	5			
Commercial and Industrial Replacement and Business Property Tax Replacement	6			
Grain Handling	7			
Ag Land Credit	8			
Elderly Disabled Credit	9			
Family Farm Credit	10			
Homestead Credit	11			
Subtotal Other Receipts	12	0	0	0
PROPERTY TAXES LEVIED				
(Includes Credits Against Levied Taxes)	13			0
TOTAL RESOURCES	14	0	0	0

FICA - EXPENDITURES

Fiscal Year July 1, 2023 - June 30, 2024

2. FICA FUND (Federal Pension Payroll Tax - Employer Share, if levied separately)

REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
EXPENDITURES:				
	1			
	2			
	3			
	4			
	5			
Subtotal Expenditures	6	0	0	0
TRANSFERS OUT (Itemize):				
Assessment Expense Fund	7	0	0	0
	8			
Subtotal Transfers Out	9	0	0	0
ENDING FUND BALANCE:				
Fund Balance - Reserved	10			
Fund Balance - Unreserved/Designated	11			
Fund Balance - Unreserved/Undesignated	12	0	0	0
Total Ending Fund Balance	13	0	0	0
TOTAL REQUIREMENTS	14	0	0	0

IPERS - REVENUE

Fiscal Year July 1, 2023 - June 30, 2024

3. IPERS FUND (State Pension Payroll Tax - Employer Share, if levied separately)

RESOURCES: BEGINNING FUND BALANCE AND RECEIPTS		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
BEGINNING FUND BALANCE:				
Beginning Fund Balance	1		0	0
OTHER RECEIPTS (DO NOT Include Credits Against Levied Taxes Here):				
Delinquent Property Taxes	2			
Mobile Home Taxes	3			
Utility Tax Replacement Excise Taxes	4			0
Military Service/Mobile Home Replacement	5			
Commercial and Industrial Replacement and Business Property Tax Replacement	6			
Grain Handling	7			
Ag Land Credit	8			
Elderly Disabled Credit	9			
Family Farm Credit	10			
Homestead Credit	11			
Subtotal Other Receipts	12	0	0	0
PROPERTY TAXES LEVIED				
(Includes Credits Against Levied Taxes)	13			0
TOTAL RESOURCES	14	0	0	0

IPERS - EXPENDITURES

Fiscal Year July 1, 2023 - June 30, 2024

3. IPERS FUND (State Pension Payroll Tax - Employer Share, if levied separately)

REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
EXPENDITURES:				
	1			
	2			
	3			
	4			
	5			
Subtotal Expenditures	6	0	0	0
TRANSFERS OUT (Itemize):				
Assessment Expense Fund	7	0	0	0
	8			
Subtotal Transfers Out	9	0	0	0
ENDING FUND BALANCE:				
Fund Balance - Reserved	10			
Fund Balance - Unreserved/Designated	11			
Fund Balance - Unreserved/Undesignated	12	0	0	0
Total Ending Fund Balance	13	0	0	0
TOTAL REQUIREMENTS	14	0	0	0

Emergency Levy - REVENUE

Fiscal Year July 1, 2023 - June 30, 2024

4. EMERGENCY LEVY FUND (Requires application to, and approval by, the State Appeal Board)

RESOURCES: BEGINNING FUND BALANCE AND RECEIPTS		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
BEGINNING FUND BALANCE:				
Beginning Fund Balance	1		0	0
OTHER RECEIPTS (DO NOT Include Credits Against Levied Taxes Here):				
Delinquent Property Taxes	2			
Mobile Home Taxes	3			
Utility Tax Replacement Excise Taxes	4			0
Military Service/Mobile Home Replacement	5			
Commercial and Industrial Replacement and Business Property Tax Replacement	6			
Other (Itemize):	7			
	8			
Subtotal Other Receipts	9	0	0	0
PROPERTY TAXES LEVIED				
(Includes Credits Against Levied Taxes)	10			0
TOTAL RESOURCES	11	0	0	0

Emergency Levy - EXPENDITURES

Fiscal Year July 1, 2023 - June 30, 2024

4. EMERGENCY LEVY FUND (Requires application to, and approval by, the State Appeal Board)

REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
EXPENDITURES:				
	1			
Subtotal Expenditures	2	0	0	0
TRANSFERS OUT (Itemize):				
Assessment Expense Fund	3			
	4			
	5			
Subtotal Transfers Out	6	0	0	0
ENDING FUND BALANCE:				
Fund Balance - Reserved	7			
Fund Balance - Unreserved/Designated	8			
Fund Balance - Unreserved/Undesignated	9	0	0	0
Total Ending Fund Balance	10	0	0	0
TOTAL REQUIREMENTS	11	0	0	0

Unemployment - REVENUE

Fiscal Year July 1, 2023 - June 30, 2024

5. UNEMPLOYMENT COMPENSATION FUND

RESOURCES: BEGINNING FUND BALANCE AND RECEIPTS		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
BEGINNING FUND BALANCE:				
Beginning Fund Balance	1		0	0
OTHER RECEIPTS (DO NOT Include Credits Against Levied Taxes Here):				
Delinquent Property Taxes	2			
Mobile Home Taxes	3			
Utility Tax Replacement Excise Taxes	4			0
Military Service/Mobile Home Replacement	5			
Commercial and Industrial Replacement and Business Property Tax Replacement	6			
Other (Itemize):	7			
	8			
	9			
Subtotal Other Receipts	10	0	0	0
PROPERTY TAXES LEVIED				
(Includes Credits Against Levied Taxes)	11			0
TOTAL RESOURCES	12	0	0	0

Unemployment - EXPENDITURES

Fiscal Year July 1, 2023 - June 30, 2024

5. UNEMPLOYMENT COMPENSATION FUND

REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
EXPENDITURES:				
	1			
	2			
Subtotal Expenditures	3	0	0	0
TRANSFERS OUT (Itemize):				
Assessment Expense Fund	4			
	5			
	6			
Subtotal Transfers Out	7	0	0	0
ENDING FUND BALANCE:				
Fund Balance - Reserved	8			
Fund Balance - Unreserved/Designated	9			
Fund Balance - Unreserved/Undesignated	10	0	0	0
Total Ending Fund Balance	11	0	0	0
TOTAL REQUIREMENTS	12	0	0	0

Tort Liability - REVENUE

Fiscal Year July 1, 2023 - June 30, 2024

6. TORT LIABILITY FUND

RESOURCES: BEGINNING FUND BALANCE AND RECEIPTS		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
BEGINNING FUND BALANCE:				
Beginning Fund Balance	1		0	0
OTHER RECEIPTS (DO NOT Include Credits Against Levied Taxes Here):				
Delinquent Property Taxes	2			
Mobile Home Taxes	3			
Utility Tax Replacement Excise Taxes	4			0
Military Service/Mobile Home Replacement	5			
Commercial and Industrial Replacement and Business Property Tax Replacement	6			
Other (Itemize):	7			
	8			
Subtotal Other Receipts	9	0	0	0
PROPERTY TAXES LEVIED				
(Includes Credits Against Levied Taxes)	10			0
TOTAL RESOURCES	11	0	0	0

Tort Liability - EXPENDITURES

Fiscal Year July 1, 2023 - June 30, 2024

6. TORT LIABILITY FUND

REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE		Actual FYE June 30, 2022	Re-Estimated FYE June 30, 2023	Budgeted FYE June 30, 2024
EXPENDITURES:				
	1			
	2			
Subtotal Expenditures	3	0	0	0
TRANSFERS OUT (Itemize):				
Assessment Expense Fund	4			
	5			
Subtotal Transfers Out	6	0	0	0
ENDING FUND BALANCE:				
Fund Balance - Reserved	7			
Fund Balance - Unreserved/Designated	8			
Fund Balance - Unreserved/Undesignated	9	0	0	0
Total Ending Fund Balance	10	0	0	0
TOTAL REQUIREMENTS	11	0	0	0

MINUTES

POLK COUNTY CONFERENCE BOARD

February 13, 2023

A meeting of the Polk County Conference Board was held February 13, 2023, at 4:00 p.m. in the Board of Supervisors' Meeting Room, Polk County Administrative Office Building, 111 Court Ave, Room 120, Des Moines, IA., for the purpose of considering the approval of the proposed budget for the Polk County Assessor's Office for the fiscal year beginning July 1, 2023, through June 30, 2024.

The Chairperson, Supervisor Hockensmith, called the meeting to order at 4:00 p.m. The clerk conducted the roll call and the following members were present:

***Boards of Education*:**
None

Mayors:
John Edwards, Clive
Frank Cownie, Des Moines
Sara Kurovski, Pleasant Hill
Bob Andeweg, Urbandale

Supervisors:
Tom Hockensmith, Chairperson
Angela Connolly
Matt McCoy

LET THE RECORD SHOW Mayor Andeweg was out of the county and his physical presence was impossible. He participated in the meeting by telephone, which is allowed per Iowa Code Chapter 21.8 and his votes were recorded.

After declaring that a quorum was present, Chairperson Hockensmith called for a motion on the minutes of the previous meeting. Mayor Cownie made a motion, seconded by Mayor Andeweg, to dispense with the reading of the minutes of February 23, 2022, and approve them as printed. Motion carried 2-0, unanimous vote within each voting unit.

Chairperson Hockensmith asked Assessor Ripperger to introduce and present highlights on the proposed budget for the Polk County Assessor's Office for the period of July 1, 2023, thru June 30, 2024.

After the budget presentation and discussion that followed, a motion was made by Supervisor McCoy and seconded by Mayor Cownie to approve a change in the Assessor's Deferred Compensation program to reflect the employer match 50% of the

employee contribution with a maximum match of 4% of the employee's base wages, effective immediately. Motion carried 2-0, unanimous vote within each voting unit.

It was moved by Supervisor McCoy, seconded by Mayor Edwards, to approve the proposed budget as presented for the Polk County Assessor's Office for the period of July 1, 2023, through June 30, 2024. Motion carried 2-0, unanimous vote within each voting unit.

The Chairperson called for a motion for the time and place of the public hearing on the 2023/2024 budget.

It was moved by Mayor Edwards and seconded by Mayor Kurovski to set the time and place for a public hearing on the proposed budget for the Polk County Assessor's Office for the period of July 1, 2023, through June 30, 2024, on March 8, 2023, at 4:00 p.m., meeting to be held in the Board of Supervisors' Meeting Room, Polk County Administrative Office Building, 111 Court Ave, Room 120, Des Moines, IA. Motion carried 2-0, unanimous vote within each voting unit.

Chairperson Hockensmith asked if there were any appointments that needed to be made by the Conference Board. Assessor Ripperger noted the Board of Review term of Leslie Turner expired December 31, 2022, and recommended the Conference Board reappoint him.

It was moved by Mayor Kurovski and seconded by Mayor Edwards to reappoint Leslie Turner to the Board of Review for six-year term commencing January 1, 2023. Motion carried 2-0, unanimous vote within each voting unit.

The Assessor also noted that the terms of the three members of the Examining Board had expired: Kathryn Ramaekers, Ned Miller, and Frank Smith.

Supervisor Connolly made a motion, seconded by Mayor Edwards, to reappoint Kathryn Ramaekers, Ned Miller, and Frank Smith to the Examining Board for six-year terms beginning January 1, 2023. Motion carried 2-0, unanimous vote within each voting unit.

The Chairperson then asked if there was any new business. There was none.

It was moved by Mayor Kurovski and seconded by Mayor Edwards to adjourn. Motion carried 2-0, unanimous vote within each voting unit.

RANDY J. RIPPERGER, CAE, ICA
COUNTY ASSESSOR
TELEPHONE (515) 286-3158

BRYON TACK, MAI, CAE, ICA
CHIEF DEPUTY
TELEPHONE (515) 286-2013

OFFICE OF
POLK COUNTY ASSESSOR
ROOM 195, POLK COUNTY ADMINISTRATIVE OFFICE BLDG
111 COURT AVENUE
DES MOINES, IOWA 50309-0904
www.assess.co.polk.ia.us

February 1, 2023

Dear Polk County Conference Board Members,

Polk County Conference Board Chairperson Tom Hockensmith has called a meeting on February 13, 2023, at 4:00 pm for the purpose of considering the proposed Consolidated Budget for the Polk County Assessor's Office for the fiscal year 2023 – 2024. The meeting will be held in room 120 in the Polk County Administrative Office Building located at 111 Court Avenue in Des Moines, Iowa.

Enclosed you will find the notice of the public meeting; the proposed Consolidated Budget for the Polk County Assessor's Office for the fiscal year 2023 – 2024; and the minutes from the last Conference Board meeting on February 23, 2022.

Some highlights of the proposed budget for FY23/24 include:

-A proposed cost-of-living increase of 5.0%
-A proposed increase in total expenses of 0.4%
-Requesting the Conference Board approve our deferred compensation program to match the County's program of an employer match of 4% of the employee's base wages
- Postage and printing expenses are down significantly due to 2024 being a non-reassessment year
-Significant reduction in software maintenance due to large increase last year for Cyclomedia contract

If you have any questions regarding the proposed budget or our office, please call me at 515-286-3158 or my cell number at 515-777-8391.

Sincerely,

Randy Ripperger
Polk County Assessor

IAAO
MEMBER

NOTICE OF PUBLIC MEETING

POLK COUNTY CONFERENCE BOARD

Meeting Date: February 13, 2023

Time: 4:00 p.m.

Place: Board of Supervisor's Meeting Room
Polk County Administrative Office Bldg.
Room #120

Public notice is hereby given that the Polk County Conference Board will meet on the date and time specified above for the purpose of considering the proposed Consolidated Budget for the Polk County Assessor's Office for the fiscal year 2023 - 2024.

No qualified individual with a disability will be excluded on the basis of a disability from participating in this meeting. To receive more information or request an accommodation to participate, please contact Jill Mauro, Polk County Assessor's Office, Room 195, Polk County Office Building, 111 Court Ave., Des Moines, Iowa. Phone (515) 286-2144.

AGENDA

1. Call to order by Tom Hockensmith, Chairperson of the Conference Board.

2. Roll Call by Clerk Randy Ripperger.

Boards of Education:

Ryan Weldon, Ankeny
Chris Freese, Bondurant-Farrar
Mark Wills, Dallas Center-Grimes
Teree Caldwell Johnson, Des Moines
Katie Fiala, Johnston
Joe Heintz, North Polk
Julie Jennings, Saydel
Brett Handy, Southeast Polk
Ashley Anderson, Urbandale
Lonnie Dafney, West Des Moines
Tim Bogardus, Woodward-Granger

Mayors:

Bob Kramme, Alleman
Dean O'Connor, Altoona
Mark Holm, Ankeny
Doug Elrod, Bondurant
Drew Merrifield, Carlisle
John Edwards, Clive
Frank Cownie, Des Moines
Colten Fors, Elkhart
Tony James, Granger
Scott Mikkelsen, Grimes
Paula Dierenfeld, Johnston
Nicholas Murrow, Mitchellville
Tom Phillips, Norwalk
Sara Kurovski, Pleasant Hill
Steve Karsjen, Polk City
Gerald Lane, Runnells
Todd Anderson, Sheldahl
Bob Andeweg, Urbandale
Russ Trimble, West Des Moines
Mike Jones, Windsor Heights

Polk County Supervisors:

Robert Brownell
Angela Connolly
Steve Van Oort
Tom Hockensmith, Chairperson
Matt McCoy

3. Reading of previous minutes of the February 23, 2022, meeting.

4. Introduction and consideration of the Proposed Consolidated Budget for the Polk County Assessor's Office for the period of July 1, 2023, thru June 30, 2024.

5. Motion to set the time and place for the Public Hearing on Assessor's Consolidated Budget as approved by the Conference Board.

6. Appointments.

7. New Business.

8. Motion to adjourn.

This agenda may be obtained in accessible formats by qualified persons with a disability by making appropriate arrangements with Jill Mauro of the Polk County Assessor's Office. Phone # (515) 286-2144.

POLK COUNTY ASSESSOR'S OFFICE

Assessment Expense Fund 305
RESOURCES

Line #		FYE 06/20	FYE 06/21	FYE 06/22	FYE 06/23	FYE 06/24
	Beginning Fund Balance	$ 2,523,255	$ 2,843,538	$ 3,321,503	$ 2,421,071	$ 1,608,249
	Non tax income					
1	Delinquent Property Taxes	$ (285)	$ 69,667	$ (6,541)	$ 1,000	$ 500
2	mobile home tax	$ 3,974	$ 4,508	$ 3,343	$ 4,500	$ 4,000
3	delinquent TIF refund	$ -				
4	personal property replacement	$ -				
5	military credit	$ 1,192	$ 1,135	$ 865	$ 1,800	$ 1,200
6	family farm replacement		$ 377			
7	data reports & copy fees	$ 2,778	$ 2,546	$ 2,606	$ 4,000	$ 2,500
8	misc receipts/reimbursement	$ -	$ -		$ 100	
10	special util property tax	$ 160,009	$ 152,938	$ 127,172	$ 162,760	$ 159,661
11	misc-contrib	$ 39	$ 62	$ 37		
12	fish and wildlife	$ -	$ 13	$ 5		
13	**commercial & industrial tax replacement**	$ 215,366	$ 215,625	$ 167,715	$ 202,845	$ 325,929
14	m&e replacement					
15	*Subtotal non tax income*	$ 383,074	$ 446,872	$ 411,418	$ 377,005	$ 493,790
	Transfers in					
10	Special appraisers fund	$ -	$ -	$ -	$ -	$ -
11	FICA	$ -	$ -	$ -	$ -	$ -
12	IPERS	$ -	$ -	$ -	$ -	$ -
13	*Total Transfers*	$ -	$ -	$ -	$ -	$ -
14	Property Tax (includes credits against levied taxes	$ 5,975,673	$ 6,356,488	$ 4,905,368	$ 6,340,550	$ 6,336,566
15	*Property Tax Revenue*	$ 5,975,673	$ 6,356,488	$ 4,905,368	$ 6,340,550	$ 6,336,566
16	Total Resources	$ 8,882,003	$ 9,646,897	$ 8,638,289	$ 9,138,626	$ 8,438,605
17	Taxable Value Utilities	$ 629,248,254	$ 605,017,719	$ 652,670,268	$ 721,923,763	$ 740,600,686
18	Taxable Value Real Estate	$ 23,828,562,598	$ 25,665,731,670	$ 26,603,910,090	$ 28,127,715,565	$ 29,402,652,626.00
19	Taxable Value	$ 24,457,810,852	$ 26,270,749,389	$ 27,256,580,358	$ 28,849,639,328	$ 30,143,253,312.00
20	Change in taxable value from previous year	4.8%	7.4%	3.8%	5.8%	4.5%

Assessment Expense Fund 305
EXPENDITURES 5.0% Cost of Living

Line #		FYE 6/20	FYE 6/21	FYE 6/22	FYE 6/23	FYE 6/24
	Personal Services					
1	Assessor	$ 154,388	$ 158,220	$ 162,160	$ 170,961	$ 179,509
2	Deputies (7)	$ 836,941	$ 799,151	$ 762,482	$ 941,241	$ 984,685
3	Appraisers (16)	$ 1,226,682	$ 1,120,011	$ 1,140,367	$ 1,274,118	$ 1,288,867
4	Board of Review	$ 114,348	$ 114,350	$ 117,207	$ 126,144	$ 132,451
5	Other Personnel (14)	$ 1,319,321	$ 1,322,403	$ 1,230,549	$ 1,555,513	$ 1,669,305
7	Employee Insurance	$ 439,925	$ 465,273	$ 502,502	$ 581,591	$ 628,127
8	Flexible Benefits & 401 Match	$ 87,507	$ 76,630	$ 66,108	$ 80,762	$ 110,221
9	FICA	$ 276,951	$ 278,563	$ 264,019	$ 309,216	$ 325,020
10	IPERS	$ 337,996	$ 325,623	$ 312,904	$ 373,880	$ 390,238
11	Early retirement insurance	$ -	$ 44,347	$ 59,935	$ 33,385	$ 10,018
12	Early retirement incentive pay/leave payout	$ 44,522	$ 225,329	$ 150,764	$ 94,000	$ 68,000
13	*Subtotal*	$ 4,838,581	$ 4,929,901	$ 4,768,997	$ 5,540,811	$ 5,786,441
	Other Services					
14	Supplies	$ 23,905	$ 19,453	$ 21,103	$ 23,000	$ 25,000
15	Publications	$ 16,039	$ 23,828	$ 24,299	$ 29,691	$ 34,782
16	Printing	$ 6,712	$ 29,797	$ 7,565	$ 43,800	$ 8,800
17	Mileage/Misc Travel	$ 43,246	$ 39,616	$ 44,540	$ 69,324	$ 74,997
18	Postage	$ 30,984	$ 100,334	$ 34,531	$ 115,575	$ 45,000
19	Telephone	$ 27,229	$ 27,602	$ 25,134	$ 51,280	$ 51,280
20	Data Processing/Maint	$ 214,868	$ 237,542	$ 315,680	$ 329,230	$ 393,209
21	Legal Services					
22	Technical	$ 3,788	$ 3,376	$ 4,926	$ 11,200	$ 11,200
23	Photos					
24	GIMs- software&maint&hardware	$ 25,990	$ 62,494	$ 178,027	$ 428,675	$ 63,735
25	Appraisals & legal services	$ 186,497	$ 326,170	$ 217,710	$ 450,000	$ 450,000
26	GIMs-aerials and auditor	$ 409,117	$ 350,875	$ 350,875	$ 185,550	$ 350,875
27	Lease & Maint	$ 9,305	$ 8,246	$ 6,797	$ 12,811	$ 12,812
28	Other insurance	$ 54,106	$ 63,908	$ 61,234	$ 69,720	$ 69,720
29	Dues & membership	$ 16,760	$ 4,910	$ 14,527	$ 17,750	$ 19,865
30	Travel/Trng/Educ	$ 36,343	$ 18,169	$ 27,818	$ 40,000	$ 42,000
31	Miscellaneous	$ 41,149	$ 37,076	$ 46,531	$ 47,760	$ 48,660
32	Board of Review	$ 333	$ 2,560	$ 1,070	$ 5,000	$ 5,000
34	*Subtotal*	$ 1,146,371	$ 1,355,956	$ 1,382,367	$ 1,930,366	$ 1,706,935
	Capital Outlay					
35	Computer equipment	$ 51,372	$ 38,382	$ 59,701	$ 54,200	$ 60,700
36	Office equipment	$ 2,140	$ 1,156	$ 6,152	$ 5,000	$ 6,500
37	*Subtotal*	$ 53,512	$ 39,538	$ 65,854	$ 59,200	$ 67,200
38	***Subtotal Expenditures***	**$ 6,038,464**	**$ 6,325,394**	**$ 6,217,218**	**$ 7,530,377**	**$ 7,560,576**
39	Authorized	$ 6,902,794	$ 6,977,214	$ 6,883,524		
40	*Fund Balance - Unreserved/Designated*	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
41	*Fund Balance - Unreserved/Undesignated*	$ 2,343,538	$ 2,821,503.00	$ 1,921,071	$ 1,108,249	$ 378,029
42	% of Total Expenditures	38.8%	44.6%	30.9%	$ 0	$ 0
43	*Total Ending Fund Balance*	$ 2,843,538	$ 3,321,503.00	$ 2,421,071	$ 1,608,249	$ 878,029
44	**Total Requirements**	**$ 8,882,003**	**$ 9,646,897**	**$ 8,638,289**	**$ 9,138,626**	**$ 8,438,605**

FICA 307
RESOURCES

	FYE 6/20	FYE 6/21	FYE 6/22	FYE 6/23	FYE 6/24
Beginning Fund Balance	$ -	$ -	$ -	$ -	$ -
Delinquent Tax					
Delinquent TIF Refund					
Military Service replacement					
Mobile Home Tax					
Special Utility Property Tax					
PILOT/Federal					
fish and wildlife					
Subtotal	$ -	$ -	$ -	$ -	$ -
Property Tax					
Total	$ -	$ -	$ -	$ -	$ -
Authorized					
Resources	$ -	$ -	$ -	$ -	$ -

EXPENDITURES

Transfer out to Assessment Expense	$ -	$ -	$ -	$ -	$ -
Balance					
Requirements	$ -	$ -	$ -	$ -	$ -

IPERS 308
RESOURCES

	FYE 6/20	FYE 6/21	FYE 6/22	FYE 6/23	FYE 6/24
Beginning Fund Balance	$ -	$ -	$ -	$ -	$ -
Delinquent Tax					
Delinquent TIF Tax					
Military Service replacement					
Mobile Home					
Special Utility Property Tax					
fish and wildlife					
M&E & TIF Fam Farm Repl					
Subtotal	$ -	$ -	$ -	$ -	$ -
Property Tax	$ -	$ -	$ -	$ -	$ -
Property Tax	$ -	$ -	$ -	$ -	$ -
Authorized	$ -	$ -	$ -	$ -	$ -
Resources	$ -	$ -	$ -	$ -	$ -

Expenditures

Transfer out to Assessment Expense	$ -	$ -	$ -	$ -	$ -
Balance	$ -	$ -	$ -	$ -	$ -
Requirements	$ -	$ -	$ -	$ -	$ -

MINUTES
POLK COUNTY CONFERENCE BOARD
February 23, 2022

A meeting of the Polk County Conference Board was held February 23, 2022, at 4:00 p.m. in the Board of Supervisor's Meeting Room, Polk County Administrative Office Building, for the purpose of holding a public hearing for the consideration of adopting the proposed consolidated budget for the Polk County Assessor's Office for the fiscal year beginning July 1, 2022, through June 30, 2023.

The Chairperson, Supervisor Connolly, called the meeting to order at 4:00 p.m. The Clerk conducted the roll call and the following members were present:

***Boards of Education*:**
None

Mayors:
Drew Merrifield, Carlisle
John Edwards, Clive
Frank Cownie, Des Moines
Mike Jones, Windsor Heights

Supervisors:
Angela Connolly, Chairperson
Steve Van Oort

After declaring that a quorum was present, Chairperson Connolly called for a motion on the minutes of the previous meeting. A motion was made by Mayor Edwards and seconded by Mayor Cownie to dispense with the reading of the minutes of January 31, 2022, and to approve the minutes as printed. Motion carried 2-0, unanimous vote within each unit.

Chairperson Connolly then opened the public hearing on the consolidated budget for the Polk County Assessor's Office for the fiscal year beginning July 1, 2022, through June 30, 2023. The Chairperson noted the proof of publication was on file with the Clerk of the Board and she called for public comment. No one appeared for or against. Supervisor Van Oort made a motion to close the public hearing, Mayor Cownie seconded the motion. Motion carried 2-0, unanimous vote within each unit.

Chairperson Connolly asked if there was a motion to adopt the budget. It was moved by Supervisor Van Oort and seconded by Mayor Edwards to adopt the budget and certification of taxes as proposed for the Polk County Assessor's Office for the fiscal year beginning July 1, 2022, through June 30, 2023. Motion carried 2-0, unanimous vote within each unit.

Chairperson Connoly asked if there was any new business. There was none.

Mayor Edwards made a motion to adjourn and Mayor Cownie seconded the motion. Motion carried 2-0, unanimous vote within each unit.

RESOLUTION NO. 02-2623 APPROVING PUBLIC IMPROVEMENT PAY REQUESTS

WHEREAS, The Grimes City Council entered into construction contracts for the construction of certain public improvements;

WHEREAS, the contractor for each project shall submit progress payment requests;

WHEREAS, the engineering firm overseeing the project along with the City Engineer review the pay requests and submit them for payment;

WHEREAS, the attached pay requests have been reviewed and have been determined to be due and payable to the contractor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, recommend payment of the attached pay requests.

PASSED AND APPROVED this 28th Day of February 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

350-410-6499

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: 10
PERIOD TO: 1/31/2023

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	$	1,805,723.60
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	87,221.09
b. 5.00 % of Stored Material	$	3,065.10
Total retainage (Line 5a + 5b)	$	90,286.19
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,715,437.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,638,202.42
8. CURRENT PAYMENT DUE	$	77,234.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	949,562.59

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

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

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

By: [signature] Date: 2.13.23

State of: IA
County of: Pok

LANEY COENEN
Commission Number 816717
My Commission Expires
April 30, 2026

Subscribed and Sworn to before me this 13 Day of Feb 2023

Notary Public: Laney Coenen

My Commission Expires: 4/30/26

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: 10
PERIOD TO: 1/31/2023

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	115,655.00	7,650.00	0.00	123,305.00	69.13	55,058.00	6,165.25
2	Surveying	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00	0.00	525.00
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	55,115.00	3,650.00	0.00	58,765.00	69.14	26,235.00	2,938.25
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	60,000.00	0.00	0.00	60,000.00	100.00	0.00	3,000.00
7	Temp Labor	28,000.00	0.00	7,000.00	0.00	7,000.00	25.00	21,000.00	350.00
8	Temp Material	12,150.00	0.00	6,075.00	0.00	6,075.00	50.00	6,075.00	303.75
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	301,795.12	24,375.00	0.00	326,170.12	74.89	109,368.00	16,308.51
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	118,198.50	0.00	0.00	118,198.50	100.00	0.00	5,909.93
033000.3	L-Foundations	197,301.50	197,301.50	0.00	0.00	197,301.50	100.00	0.00	9,865.08
033000.4	M-SOG	36,810.77	0.00	3,681.08	0.00	3,681.08	10.00	33,129.69	184.05
033000.5	L-SOG	60,453.05	0.00	6,045.31	0.00	6,045.31	10.00	54,407.74	302.27
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	13,250.00	0.00	0.00	13,250.00	100.00	0.00	662.50
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: 10
PERIOD TO: 1/31/2023

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	363,750.00	9,726.39	0.00	373,476.39	73.31	136,000.11	18,673.83
Structural Steel									
055000.1	L-Mobilization	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
051223.1	L-Freight-Steel Supplier	7,250.00	6,000.00	0.00	0.00	6,000.00	82.76	1,250.00	300.00
051223.2	L-Draft-Steel Supplier	25,925.00	25,925.00	0.00	0.00	25,925.00	100.00	0.00	1,296.25
051223.3	M-Structural Steel	403,660.00	403,660.00	0.00	0.00	403,660.00	100.00	0.00	20,183.00
052100.1	M-Steel Joists/Deck	347,000.00	347,000.00	0.00	0.00	347,000.00	100.00	0.00	17,350.00
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	231,124.00	20,087.60	0.00	251,211.60	90.00	27,912.40	12,560.58
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	1,017,914.00	20,087.60	0.00	1,038,001.60	85.38	177,807.40	51,900.08
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	2,749.44	0.00	0.00	2,749.44	5.00	52,239.34	137.47
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	2,749.44	0.00	0.00	2,749.44	2.21	121,485.34	137.47
Thermal and Moisture									
071400.1	M/L-Fluid Applied Waterproofing @ Elevator Pit	1,500.00	1,500.00	0.00	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: 10
PERIOD TO: 1/31/2023

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	1,500.00	0.00	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	24,420.00	24,420.00	100.00	0.00	1,221.00
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	34,097.00	34,097.00	84.81	6,108.00	1,704.85
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	58,517.00	58,517.00	28.84	144,385.00	2,925.85
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: 10
PERIOD TO: 1/31/2023

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	2,524.05	0.00	0.00	2,524.05	5.00	47,956.95	126.20
	Furnishings Total	56,869.00	2,524.05	0.00	0.00	2,524.05	4.44	54,344.95	126.20
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	$1,690,232.61	$54,188.99	$61,302.00	$1,805,723.60	67.76	$859,276.40	$90,286.19

GRAPHITE
CONSTRUCTION GROUP

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

WAIVER OF CONSTRUCTION LIEN, PAYMENT BOND AND LIEN FUNDS

February 13, 2023

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

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract for *Grimes Public Library Project* through the date of this waiver in the amount of Seventy Seven Thousand Two Hundred Thirty Four Dollars and Ninety Nine Cents ($77,234.99)

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

Company Name *Graphite Construction Group, Inc.*

By Laney Coenen

Laney Coenen
Accounting

Contractor Waiver Form

350.410.6499

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702 Page 1

To(OWNER): The Weitz Company LLC
611 5th Avenue
Suite 300
Des Moines, IA 50309

From: Forman Ford
P.O. Box 692
Cedar Rapids, IA 52406

Project: Grimes Public Library
200 NE Beaverbrooke Blvd
Grimes, IA 50111

Via(Architect): InVision Architecture
531 Commercial Street
Suite 900
Waterloo, IA 50701

Application No: 7
Invoice No: T1200-6
Period To: 1/31/2023

Architect's
Project No:

Contract Date: 1/3/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	3,575.00	0.00
Approved this month	0.00	0.00
TOTALS	3,575.00	0.00
Net change by change orders	3,575.00	

1. ORIGINAL CONTRACT SUM	$	844,487.00
2. Net change by Change Orders	$	3,575.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)	$	848,062.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	405,086.20
5. RETAINAGE(Column I on G703)	$	20,254.31
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	384,831.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	156,892.69
8. SALES TAX	$	0.00
9. CURRENT PAYMENT DUE	$	227,939.20
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	463,230.11

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: Forman Ford

By: _____ Date: 1-16-23

State of: Iowa County of: Polk

Subscribed and sworn to before me this 16th day of January 2023

Notary Public: _____

My Commission expires:

JODY VANCE
Commission Number 819568
My Commission Expires
8-16-25

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 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 amount certified differs from the amount applied for.)

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.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 7
Application Date: 1/13/2023
Period To: 1/31/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	Metal Wall Panels Material	242,268.75	120,000.00	0.00	122,268.75	242,268.75	100	0.00	12,113.44
2	Aluminum Frames Storefront Material	19,442.00	0.00	0.00	0.00	0.00	0	19,442.00	0.00
3	Glazed Curtain Wall Material	117,302.00	15,700.00	0.00	101,602.00	117,302.00	100	0.00	5,865.10
4	Service/Teller Window Units Material	9,063.75	0.00	0.00	0.00	0.00	0	9,063.75	0.00
5	Glazing Material	50,427.50	0.00	0.00	0.00	0.00	0	50,427.50	0.00
6	Sliding Walls Material	26,568.25	0.00	0.00	13,284.00	13,284.00	50	13,284.25	664.20
7	Fabrication	25,950.00	0.00	0.00	0.00	0.00	0	25,950.00	0.00
8	Metal Wall Panels Labor	117,300.00	0.00	0.00	0.00	0.00	0	117,300.00	0.00
9	Aluminum Frames Storefront Labor	13,200.00	0.00	0.00	0.00	0.00	0	13,200.00	0.00
10	Glazed Curtain Wall Labor	119,650.00	0.00	0.00	0.00	0.00	0	119,650.00	0.00
11	Service/Teller Window Units Labor	2,100.00	0.00	0.00	0.00	0.00	0	2,100.00	0.00
12	Glazing Labor	8,175.00	0.00	0.00	0.00	0.00	0	8,175.00	0.00

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 7
Application Date: 1/13/2023
Period To: 1/31/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
13	Sliding Walls Labor	6,000.00	0.00	0.00	0.00	0.00	0	6,000.00	0.00
14	General Conditions/Equipment	57,962.50	3,154.20	0.00	0.00	3,154.20	5	54,808.30	157.71
15	Submittals	3,500.00	2,500.00	1,000.00	0.00	3,500.00	100	0.00	175.00
16	Engineering	10,281.25	8,500.00	1,781.25	0.00	10,281.25	100	0.00	514.06
17	Bond	15,296.00	15,296.00	0.00	0.00	15,296.00	100	0.00	764.80
18	CO#1 Alternates 4 & 6	3,575.00	0.00	0.00	0.00	0.00	0	3,575.00	0.00
	Totals	848,062.00	165,150.20	2,781.25	237,154.75	405,086.20	48	442,975.80	20,254.31

MKUKER

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 1/17/2023

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 The Accel Group LLC 5500 Fountains Dr NE Suite 201 Cedar Rapids, IA 52411	PHONE (A/C, No, Ext): (319) 365-8611 FAX (A/C, No): (319) 365-6919 E-MAIL ADDRESS: certs@acceladvantage.com CODE: 14-019 SUB CODE: AGENCY CUSTOMER ID #: FORMFOR-01
COMPANY Cincinnati Indemnity Company Accounting PO Box 145496 Cincinnati, OH 45250-5496	
INSURED Forman Ford PO Box 122 Cedar Rapids, IA 52406-0122	LOAN NUMBER POLICY NUMBER: EPP 0117249 EFFECTIVE DATE: 4/1/2022 EXPIRATION DATE: 4/1/2023 [X] CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
4401 Bowling Street SW Cedar Rapids, IA

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 [X] SPECIAL [ ]

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Metal Wall Panels	$223,871	1,000

REMARKS (Including Special Conditions)

Special Conditions:
Project: Grimes Public Library

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 The Weitz Company 611 5th Avenue Suite 300 Des Moines, IA 50309	[ ] ADDITIONAL INSURED [ ] LENDER'S LOSS PAYABLE [ ] LOSS PAYEE [ ] MORTGAGEE LOAN # AUTHORIZED REPRESENTATIVE

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RPACKLIST/PPACKLIST — PACKING LIST — PAGE 1
DATE 1/23/23 TIME 12:54:50 — Sales Order K212501 8B
PO# 36622 — Job Name GRIMES PUBLIC LIBRARY — BOL# 99999999

Carton	Mark	Part	PartMark	Description	Qty Packed	Ordered	Backorder	Packed By
		13X0		13X0 @ 290 2 1/2" x 6" 2-Piece Cstm Pinned Cvr SQ-CUT		2	2	
		13X1		13X1 @ 290 2 1/2" x 6" 2-Piece Cstm Pinned Cvr SQ-CUT		2	2	
		6121		6121 @ 290 2 1/2" x 7 1/2" Mullion SQ-CUT		114	114	
		6325		6325 @ 290 Sun Shade Adaptor FAB A		2	2	
		7090		7090 @ 290 Std 2 1/2 Inch Cover SQ-CUT		113	113	
		LC28		LC28 @ 240 DURACAST PRESSURE PLATE SQ-CUT		135	135	
		LC44		LC44 @ 144 1 INCH PERIMETER SPACER SQ-CUT		125	125	
		21S2		21S2 @ 290 Head/Sill SQ-CUT		13	13	
		21S5		21S5 @ 290 Sill/Head SQ-CUT		2	2	
		21T1		21T1 @ 290 Sill Flashing SQ-CUT		2	2	
		21T9		21T9 @ 290 Bead Up Intermediate Horizontal SQ-CUT		1	1	
		9229		9229 @ 290 Glass Stop SQ-CUT		3	3	
		LC57		LC57 @ 144 PERIMETER FILLER-RGD VINYL SQ-CUT		26	26	
		HN88		HN88 GLZBK .563 X 1.188 X 4 SET BLK		400	400	
		HN50		HN50 WSTP 3/8" ANTI-WLKBLK W-SHAPE		400	400	
		STC4		STC4 FAST 12X5/8 HW SMS 18-8 A		6400	6400	
		WEP8		WEP8 SEAL 1/4" PRST GASKET S5600		8000	8000	
		W193		W193 .500 X .250 PRESET GLAZING		2000	2000	
		WNC4		WNC4 WSTP IG DEEP PCKT MULL PLUG		600	600	
		KWX1		KWX1 K# 2 1/2" SHEARBLK CONCEAL PKG FAW6-1 STD3-2 STV2-3		600	600	

Carton	Mark	Part	PartMark	Description	Qty Packed	Ordered	Backorder	Packed By
		KZ01		KZ01 K# "F" ANCHOR FOR 6121 MULL		140	140	
		KZ02		KZ02 K# "M" ANCHOR FOR 6121 MULL		140	140	
		SFP1		SFP1 FAST 10-12X1 SDFHSMSM18/8A(KB)		100	100	
		KWX1		KWX1 K# 2 1/2" SHEARBLK CONCEAL PKG FAW6-1 STD3-2 STV2-3		12	12	
		STK5		STK5 FAST 10-16X3/4SQPHSMS410TEK KB		100	100	
		KO46		KO46 K# 403X SUB-SILL END DAM PKG F725-1 SPZ1-1		40	40	
		HN63		HN63 GLZBK 21/32 X 1 SETTING BLOCK		25	25	
		H157		H157 GLZBK FIXED STOP SETTING BLK		50	50	
		HN52		HN52 WSTP 1/2" ANTI-WLKBLK W-SHAPE		25	25	
		HWD1		HWD1 STOREFRONT WATER DEFLECTOR		50	50	
		F728		F728 F# 403X PERIMETER ADAPTOR CLIP		130	130	
		W199		W199 STOREFRONT GLAZING GASKET		1000	1000	
		SPL3		SPL3 FAST:12-14X1 1/4PLPHSMS18/8AKB		200	200	
		HCW6		HCW6 WSTP 30PPI FOAM BAFFLE		50	50	
	STV2		STV2	FASTENERS		1836	1836	

SOLARINNOVATIONS®
ARCHITECTURAL GLAZING SYSTEMS

31 Roberts Road,
PIFle GrOve, PA 79G3

600 61 b 0669
570 915 1500

solarinnovations.com

Max R. Berry,

Please find attached Sales Order Acknowledgement, and Invoice #0017433 showing 50% deposit due with signed Quote. Please remit payment to my attention as soon as possible. Your standard terms for this project are 50% deposit, 40% due 2 weeks prior to shipment and 10% due upon shipment.

SARAH COSTA AR/AP SUPERVISOR

Main: 570.915.1500 Direct: 570.915.1753 | Fax: 800.618.0743

31 Roberts Rd. Pine Grove, PA 17963 www.solarinnovations.com

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515-490-6499

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: 7 PERIOD TO: 1/31/2023 CONTRACT DATE: PROJECT NOS:	DISTRIBUTION TO: OWNER ☐ CONST. MANAGER ☐ ARCHITECT ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	AMC Mechanical Inc. 107 Vermeer Road Pella, IA 50219	VIA CONSTRUCTION MANAGER: VIA ARCHITECT:			

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	ORIGINAL CONTRACT SUM		$ 1,021,680.00
2.	NET CHANGES IN THE WORK		$ 4,285.00
3.	CONTRACT SUM TO DATE (LINE 1+/-2)		$ 1,025,965.00
4.	TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)		$ 565,196.45
5.	RETAINAGE		
	a. 5 % of Completed Work	$ 12,449.16	
	b. 5 % of Stored Material	$ 15,810.68	
	Total Retainage		$ 28,259.84
6.	TOTAL EARNED LESS RETAINAGE		$ 536,936.61
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT		498,628.72
8.	CURRENT PAYMENT DUE		$ 38,307.89
9.	BALANCE TO FINISH, PLUS RETAINAGE	$ 489,028.39	

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 4,285.00	$ 0.00
Total approved this month, including Construction Change Directives	$ 0.00	$ 0.00
TOTALS	$ 4,285.00	$ 0.00
NET CHANGES IN THE WORK	$ 4,285.00	

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: Nanette Watson Date: 1-20-2023
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:
My Commission expires: Michelle L Watson

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..... $38,307.89
(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: 7
Application Date: 1/19/2023
Period To: 1/31/2023
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	3,805.00	0.00	11,415.00	15	64,685.00	570.75
03	HVAC Shop Drawings	10,250.00	9,737.50	0.00	0.00	9,737.50	95	512.50	486.88
		99,050.00	**30,047.50**	**3,805.00**	**0.00**	**33,852.50**	**34**	**65,197.50**	**1,692.63**
Plumbing & Piping Labor									
04	Underground Plumbing Labor	34,200.00	15,390.00	18,810.00	0.00	34,200.00	100	0.00	1,710.00
05	Above Ground Plumbing Labor	103,380.00	0.00	0.00	0.00	0.00	0	103,380.00	0.00
06	VRV Piping Labor	53,373.00	0.00	0.00	0.00	0.00	0	53,373.00	0.00
07	AG Condensate Labor	12,120.00	0.00	0.00	0.00	0.00	0	12,120.00	0.00
08	Plumbing Fixtures Labor	5,545.00	0.00	0.00	0.00	0.00	0	5,545.00	0.00
		208,618.00	**15,390.00**	**18,810.00**	**0.00**	**34,200.00**	**16**	**174,418.00**	**1,710.00**
Plumbing Materials & Equipment									
09	Underground Plumbing Materials/EquipRental	33,273.00	0.00	33,273.00	0.00	33,273.00	100	0.00	1,663.65
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	39,763.00	39,763.00	0	0.00	1,988.15
		174,793.00	**0.00**	**33,273.00**	**126,256.45**	**159,529.45**	**19**	**15,263.55**	**7,976.48**

CONTINUATION SHEET

Application Number: 7
Application Date: 1/19/2023
Period To: 1/31/2023
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	27,115.00	0.00	0.00	27,115.00	85	4,785.00	1,355.75
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	**27,115.00**	**0.00**	**0.00**	**27,115.00**	**19**	**115,849.00**	**1,355.75**
HVAC Materials & Equipment									
17	HVAC Equipment	246,635.00	56,678.00	0.00	189,957.00	246,635.00	23	0.00	12,331.75
18	HVAC Duct Accessories	10,730.00	0.00	10,730.00	0.00	10,730.00	100	0.00	536.50
19	HVAC GRD Trim Equipment	10,180.00	10,180.00	0.00	0.00	10,180.00	100	0.00	509.00
20	HVAC Shop Fabrication Materials	44,770.00	38,054.50	0.00	0.00	38,054.50	85	6,715.50	1,902.73
		312,315.00	**104,912.50**	**10,730.00**	**189,957.00**	**305,599.50**	**37**	**6,715.50**	**15,279.98**
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**
24	CO-1 Approving Alternates 4&6	4,285.00	0.00	0.00	0.00	0.00	0	4,285.00	0.00
		1,025,965.00	**182,365.00**	**66,618.00**	**316,213.45**	**565,196.45**	**24**	**460,768.55**	**28,259.84**

350.410-6499

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: 10
Application Date: 1/25/2023
Period From: 1/1/2023
Period To: 1/31/2023
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		$ 402,812.30
5 RETAINAGE:		
a. 5% of Completed work	$ 19,533.95	
b. 5% of Stored Material	$ 606.67	
TOTAL RETAINAGE		$ 20,140.62
6 TOTAL EARNED LESS RETAINAGE		$ 382,671.69
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 340,771.76
8 CURRENT PAYMENT DUE		$ 41,899.93
9 BALANCE TO FINISH, INCLUDING RETAINAGE		$ 574,273.70

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 Contrractor for work for whcih previous Certificates for Payment were issued and pauments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: Van Maanen Electric, Inc
By: _____ Date: 1/26/23
Nathan Van Maanen, President
State of: Iowa County of: Jasper
Subscribed and sworn before me this 25th day of January, 2023

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

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

CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT:
By: _____ Date: _____

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

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

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

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

APPLICATION NUMBER: 10
APPLICATION DATE: 25-Jan-23
PERIOD FROM: 1-Jan-23
TO: 31-Jan-23
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	2,394.68	2,395.37		4,790.05	40%	7,186.81	239.50
	Basic Electrical Requirements	L	11,412.00	2,282.20	2,282.20		4,564.40	40%	6,847.60	228.22
	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	-	270.20		270.20	20%	1,080.80	13.51
	Grounding and Bonding	L	2,410.00	-	482.00		482.00	20%	1,928.00	24.10
	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	-	13,710.00		13,710.00	15%	77,690.00	685.50
	Electrical Identifiction	M	560.00	-	56.00		56.00	10%	504.00	2.80
	Electrical Identifiction	L	1,250.00	-	125.00		125.00	10%	1,125.00	6.25
	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	21,400.00			21,400.00	100%	-	1,070.00
	Lighting Control Systems	L	12,540.00	-			-	0%	12,540.00	-
	Service Entrance	M	18,741.00	6,559.35	1,874.10		8,433.45	45%	10,307.55	421.67
	Service Entrance	L	12,540.00	4,389.00	1,254.00		5,643.00	45%	6,897.00	282.15
	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	19,237.65		2,302.35	21,540.00	100%	-	1,077.00
	Panelboards	L	14,652.00	-			-	0%	14,652.00	-
	Wiring Devices	M	16,851.00	15,293.53			15,293.53	91%	1,557.47	764.68
	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		2,606.74	3,624.28	71%	1,515.72	181.21
	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	137,400.00			137,400.00	100%	-	6,870.00
	LED Lighting	L	42,100.00	-			-	0%	42,100.00	-
	Basic Communications Systems Requirements	M	3,140.00	-			-	0%	3,140.00	-
	Basic Communications Systems Requirements	L	2,140.00	-			-	0%	2,140.00	-
	Communications Bonding	M	850.00	-			-	0%	850.00	-
	Communications Bonding	L	780.00	-			-	0%	780.00	-
	Interior Communications pathways	M	8,410.00	-	1,682.00		1,682.00	20%	6,728.00	84.10
	Interior Communications pathways	L	12,140.00	-	2,428.00		2,428.00	20%	9,712.00	121.40
	Exterior Communications pathways	M	6,140.00	-	614.00		614.00	10%	5,526.00	30.70
	Exterior Communications pathways	L	8,140.00	-	814.00		814.00	10%	7,326.00	40.70

	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	12,243.71		7,224.23	19,467.94	24%	61,932.06	973.40
	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	14,500.00	1,000.00		15,500.00	84%	2,883.00	775.00
	Fire Alarm and Detection Systems	L	29,850.00	-	2,985.00		2,985.00	10%	26,865.00	149.25
				-			-	0%	-	-
				-			-	0%	-	-
			977,086.00	$358,707.11	$31,971.87	$12,133.32	$402,812.30	41.23%	$574,273.70	$20,140.62

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

Invoice

INVOICE NO.	INVOICE DATE
1884-1039010	01/04/2023
PLEASE SHOW INVOICE NO. AND REMIT TO:	
PO BOX 850654 MINNEAPOLIS, MN 55485-0654	

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

C.E.D., INC.
12060 MEREDITH DRIVE
URBANDALE, IA 50323

T: 5152658121 F: 5152658126

SOLD TO:

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DRIVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
500 IA SPEEDWAY DRIVE
NEWTON, IA 50208

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
D9-71310 GRIMES PUBLIC LIBRARY	GRIMES PUBLIC LIBRARY	10610

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
1014 MJM	PREPAID	FEDEX	12/19/2022

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
		TYPE/DESIGNATION: DP-2								
T	1	SIEM P3C68VJ500FTS			1	2315.70	E		2315.70	0.0

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 ½% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		2315.70
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		2,315.70

Invoice

INVOICE NO.	INVOICE DATE
1884-1039939	01/19/2023
PLEASE SHOW INVOICE NO. AND REMIT TO:	
PO BOX 850654 MINNEAPOLIS, MN 55485-0654	

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

C.E.D., INC.
12060 MEREDITH DRIVE
URBANDALE, IA 50323

T: 5152658121 F: 5152658126

SOLD TO:

VAN MAANEN ELECTRIC INC
500 IOWA SPEEDWAY DRIVE
NEWTON, IA 50208

SHIP TO:

VAN MAANEN ELECTRIC INC
VAN MAANEN ELECTRIC
500 IA SPEEDWAY DRIVE
NEWTON, IA 50208

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
D9-71310 GRIMES PUBLIC LIBRARY	GRIMES PUBLIC LIBRARY	10610

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
1014 MJM	PREPAID		01/16/2023

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	1	BUSS PS3T20R1KGBF3	ELEVATOR DISCONNECT		1	2593.39	E		2593.39	0.0

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 ½% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		2593.39
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		2,593.39

COMMUNICATION INNOVATORS
1301 NE 56th St | PO Box 57037 | Pleasant Hill, IA 50317
P 515.262.7686 F 515.262.7896 | gotoci.com

Invoice

Number: **110530**

Date: 12/20/2022

Source: SO No. 222545

Bill-To
Attn: Nathan VanMaanen
Van Maanen Electrical, Inc.
500 Iowa Speedway DR-PO BOX 1131
ap@vanmaanenelectric.com
Newton, IA 50208 U.S.A.

Ship-To
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Sales Rep	Ship Via	Terms
7484	VANMAAN	GRIMES	1359	222545/010/JS	Matt Strum		Net 20

PO 1359

Grimes Public Library AV

Invoice 2 - Material Only - Dec 22

Qty.	Item ID	Description	UOM	Ea. Price	Total
1.00	Material-1010-S	Invoice 2 - Material Only - Dec 22	HR	$4,140.29	$4,140.29 T
				Item Total:	$4,140.29
				Total Amount Due:	**$4,140.29**

REMIT TO: COMMUNICATION INNOVATORS, INC. P.O. BOX 57037, PLEASANT HILL, IA 50317

IF YOU CHOOSE TO PAY BY CREDIT CARD, THERE WILL BE A 3% PROCESSING/HANDLING CHARGE.

A finance charge is computed on a periodic rate of 1-1/2% per month which is an annual percentage rate of 18% on any invoice not paid within 30 days.

(* denotes repair item)

COMMUNICATION INNOVATORS
1301 NE 56th St | PO Box 57037 | Pleasant Hill, IA 50317
P 515.262.7686 F 515.262.7896 | gotact.com

Invoice

Number: **110890**

Date: 1/16/2023

Source: SO No. 222545

Bill-To
Attn: Nathan VanMaanen
Van Maanen Electrical, Inc.
500 Iowa Speedway DR-PO BOX 1131
ap@vanmaanenelectric.com
Newton, IA 50208 U.S.A.

Ship-To
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Sales Rep	Ship Via	Terms
7484	VANMAAN	GRIMES	1359	222545/010/JS	Matt Strum		Net 20

PO 1359

Grimes Public Library AV

Invoice 3 - Material Only - Jan 23

Qty.	Item ID	Description	UOM	Ea. Price	Total
1.00	Material-1010-S	Invoice 3 - Material Only - Jan 23	HR	$3,083.94	$3,083.94 T

Item Total: $3,083.94

Total Amount Due: $3,083.94

REMIT TO: COMMUNICATION INNOVATORS, INC. P.O. BOX 57037, PLEASANT HILL, IA 50317

IF YOU CHOOSE TO PAY BY CREDIT CARD, THERE WILL BE A 3% PROCESSING/HANDLING CHARGE.

A finance charge is computed on a periodic rate of 1-1/2% per month which is an annual percentage rate of 18% on any invoice not paid within 30 days.

(* denotes repair item)

PCI
PERFORMANCE CONTRACTING INC

350410-6499

Performance Contracting, Inc.
3405 SE Crossroads Drive
Suites G, H, J, K, L, M
Grimes, IA 50111

Phone:515-986-3677 Fax:

Progress Billing

Invoice Number: 01IN-0455790

THE WEITZ COMPANY
10901 WEST 84TH TERRACE
LENEXA, KS 66214

Invoice Date	Terms
January 25,2023	Net 30 (AR)
PCI Branch	**PCI Project Number**
587	22-02722
PCI Customer No	**Customer Contract No.**
01-102465	

Project name	Draw Number	Period	Customers Project No.	Retention 0.00%
GRIMES LIBRARY	3	01/01/23 - 01/31/23	Purchase Order No.	

Original Contract Amount			1,466,520.00
Change orders 0 thru 0			0.00
Revised Contract Amount			1,466,520.00
Previously Billed			111,775.00
This Period			86,340.00
Total To-Date	13.509%		198,115.00
Less Retention	5%	(	9,905.75)
Sub-Total			**188,209.25**
Less Previous Invoices		(	106,186.25)
TOTAL AMOUNT DUE THIS INVOICE:			**82,023.00**

Remit to: Performance Contracting Group, Inc.

BOX 872346
Kansas City, MO 64187

Performance Contracting, Inc.
3405 SE Crossroads Drive
Suites G, H, J, K, L, M
Grimes, IA 50111

APPLICATION FOR PAYMENT

To: THE WEITZ COMPANY
10901 WEST 84TH TERRACE
LENEXA, KS 66214

PROJECT: GRIMES LIBRARY
SCOPE:

DRAW NUMBER:	3
PERIOD TO:	01/31/23
CUSTOMERS PROJECT NO:	
PO NO:	
INVOICE NUMBER:	01IN-0455790
INVOICE DATE:	01/25/23

Application is made for payment, as shown below

1. ORIGINAL CONTRACT SUM		1,466,520.00
2. Net Change By Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		1,466,520.00
4. TOTAL COMPLETED & STORED TO DATE (Column C7 on SOV)		198,115.00
5. RETAINAGE		
a. 0.00 % of Completed Work (Columns C4+C5 on SOV)	9,905.75	
b. 0.00 % of Stored Material (Column C6 on SOV)	0.00	
Total Retainage(Line 5a + Sb or Total in Column C10 of SOV)		9,905.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		188,209.25
7. LESS PREVIOUS CERTFIFCATES FOR PAYMENT (Line 6 from prior Certificate)		106,186.25
8. SALES TAX		0.00
9. CURRENT PAYMENT DUE		82,023.00
10. BALANCE TO FINISH, INCLUDING RETAINAGE		1,278,310.75

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

Performance Contracting, Inc. certifies that to the best of our 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 Performance Contracting, Inc. 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.

By: Wally Leon Date : 1/25/2023

State of: mo

County of: Jackson

Debra Katherine Groceman
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: March 4, 2024
ID. #20310801

Subscribed and sworn to before me this 25th day of January, 2023

Notary Public: Debra Katherine Groceman
My Commission expires: 3/4/24

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on-site observations and the date comprising this 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 Contract is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ _____

(Attach explanotion if omount certified differs from the amount opplied for : Intial oll figures on this Application and on the Continuation Sheet thot are chonged to conform to the amount certified.)

ARCHITECT:

By:_____ Date: _____

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

Performance Contracting, Inc.
3405 SE Crossroads Drive
Suites G, H, J, K, L, M
Grimes, IA 50111

Progress Invoice

Project: GRIMES LIBRARY
Customer: THE WEITZ COMPANY

Invoice Number: 01IN-0455790
Draw Number: 3
Billing Period: 01/01/23 thru 01/31/23

Invoice Date: 01/25/23
PCI Project Number: 22-02722
Customer Project/PO:

C1	C2	C3	C4	C5		C6	C7	C8	C9	C10	C11	C12
Activity ID	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			MATERIALS STORED ON SITE (NOT IN C4 OR C5)	TOTAL COMPLETED & STORED ON SITE TO DATE (C4+C5+C6)	% (C7/C3)	BALANCE TO FINISH (C3-C7)	RETAINAGE	SALES TAX	NET BILLINGS
			From previous application	This period								
				Billed	%							
	Mobilization	**9,800.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	9,800.00	0.00	0.00	0.00
	Submittals	**26,500.00**	13,250.00	0.00	0.00%	0.00	**13,250.00**	50.00%	13,250.00	662.50	0.00	0.00
	P&P Bond	**14,665.00**	14,665.00	0.00	0.00%	0.00	**14,665.00**	100.00%	0.00	733.25	0.00	0.00
	Patching/Touchup	**10,000.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	10,000.00	0.00	0.00	0.00
	Ext Framing	**537,977.00**	83,860.00	86,340.00	16.05%	0.00	**170,200.00**	31.64%	367,777.00	8,510.00	0.00	82,023.00
	Interior Framing	**154,420.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	154,420.00	0.00	0.00	0.00
	Drywall/Insulation	**231,378.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	231,378.00	0.00	0.00	0.00
	Taping	**69,792.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	69,792.00	0.00	0.00	0.00
	Acoustical/Spec Ceil	**130,430.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	130,430.00	0.00	0.00	0.00
	Wall Coverings/Paint	**281,558.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	281,558.00	0.00	0.00	0.00
	Project Total	**1,466,520.00**	**111,775.00**	**86,340.00**	**5.89%**	**0.00**	**198,115.00**	**13.51%**	**1,268,405.00**	**9,905.75**	**0.00**	**82,023.00**

RESOLUTION NO. 02-2723 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

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

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

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

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

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

PASSED AND APPROVED this 28th day of February 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

350-410-6499

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

Project Name: Grimes Public Library
Project # X237400
Date: 2/7/2023

WEITZ SUMMARY – Amount Due

The Weitz Company: $57,500.59

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes

PROJECT: Grimes Public Library
PROJECT: # X237400

APPLICATION NO: 12
PERIOD TO:
01/01/23
01/31/23

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

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

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

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

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

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

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)	$ 494,736.82
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)	$ 494,736.82
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS	$ 437,236.23
8.CURRENT PAYMENT NOW DUE	$ 57,500.59
9.BALANCE TO FINISH, PLUS RETAINAGE. (Line 3 less Line 6)	$ 479,921.18

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 February 7, 2023

State of: IOWA County of: POLK
subscribed and sworn to before me this February 7, 2023

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. $ 57,500.59
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: 02.16.23

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 # :	12	Pd From:	1-Jan-23
Prj Name	Grimes Public Library	App Date:	7-Feb-23	PD TO :	31-Jan-23
Sub:		Retain :	5.00%		

A	B	C1	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS PRESENTLY	Total Completed			
Item Number	Description of Work	SOV	PREVIOUS (D+E)	This Period	STORED (NOT IN D OR E)	And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	497,593.00	249,630.00	34,158.00		283,788.00	57%	213,805	
	General Requirements								
3	Latrines	7,500.00	2,644.50	348.50		2,993.00	40%	4,507	
4	Surveying	6,000.00	3,340.00			3,340.00	56%	2,660	
5	Dumpsters/Trash Chute	33,560.00	1,467.23	298.77		1,766.00	5%	31,794	
6	Safety	2,050.00	10,062.99	871.01		10,934.00	533%	(8,884)	
7	SWPPP/Access/Snow Removal	23,700.00	14,988.86	642.14		15,631.00	66%	8,069	
8	General Building Enclosures/Heat	50,146.00						50,146	
9	Roof Access	5,000.00		3,950.00		3,950.00	79%	1,050	
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	9,516.00	1,242.00		10,758.00	52%	9,930	
12	Fee (3.25%) per Prime Volume Summary below	291,444.00	113,350.65	15,990.17		129,340.82	44%	162,103	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Correll Contractors	$438,000	393,887			393,887	90%	44,113	19,694
2	BP #02 - General Construction - Graphite Group	$2,665,000	1,724,423.61	81,299.99		1,805,723.60	68%	859,276	90,286
3	BP #03 - Masonry - Forrest & Associates	$317,587	32,678.00			32,678.00	10%	284,909	1,634
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	165,150.20	239,936.00		405,086.20	48%	439,401	20,254
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	$1,466,520	111,775.00	86,340.00		198,115.00	14%	1,268,405	9,906
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	524,872.35	40,324.10		565,196.45	55%	456,494	28,260
12	BP #12 - Electrical - Van Maanen Electric	$977,086	358,707.11	44,105.19		402,812.30	41%	574,274	20,141
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	$3,487,712.37	$ 492,005.28		$3,979,717.65	44%	5,017,854.35	198,985.88

	WEITZ TOTAL	**973,681.00**	**437,236.23**	**57,500.59**		**494,736.82**	**51%**	**213,805.00**	

For Pay Application: 12
Period Ending: 01/31/23

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 Fifty Seven Thousand Five Hundred Dollars and 59/100---------- $ 57,500.59) 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 February 2023

****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 February 2023

Kara DeVenney
Notary Public

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

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 #:	86868	***PO #***	-
Original Contract Date:	September 14, 2021	***Vendor #***	4025

Date of Council Meeting: February 28, 2023 **PAYMENT REQUEST #** 16

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

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:	$ ~~347,886.38~~ 342,524.34			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ ~~347,886.38~~ 342,524.34		
Less previous applications for payment:		$ 335,531.84		
SUBTOTAL			$	6,992.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	6,992.50
Balance to finish, including retainage:		$ ~~48,713.62~~ 54,075.66		
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

Hayley Schull
Signature

February 14, 2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval: Matt Ahrens
Signature

2-21-23
Date

City of Grimes Council Approval: Council 2-28-23
Signature

Date

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

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

Date Printed: 2/14/2023

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
12	October 25, 2022	$4,879.38
13	November 22, 2022	$ 14,434.50
14	December 27, 2022	$ 8,524.29
15	February 14, 2023	$ 12,354.54
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Previous Applications for Payment

No.	Date	Amount
36		
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TOTAL **$ 335,531.84**

Record of Change Orders

No.	Date	Amount
1	April 26, 2022	$ 185,000.00
2		
3		
4		
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21		
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23		
24		
25		

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: 2/14/2023

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 89209
Date 01/31/2023

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**	**$28,457.80**	**$665.00**
Construction Observation	**$85,000.00**	**$30,474.04**	**$6,327.50**
Reimbursables			
	$396,600.00	$335,531.84	$6,992.50

Invoice Amount **$6,992.50**

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

Aging Summary

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
88440	12/31/2022	$0.00	$12,354.54	$0.00	$0.00	$12,354.54
89209	1/31/2023	$6,992.50				$6,992.50
Total Outstanding		$6,992.50	$12,354.54	$0.00	$0.00	$19,347.04

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: HIGHWAY 44 & SW COUNTY LINE ROAD INTERSECTION IMPROVEMENTS
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Ave, Suite 101 Des Moines, IA 50309
Finance Budget Code: 334-210-6407 **Finance Project #**
Vendor Project or Invoice #: 303917 **PO #**
Original Contract Date: October 22, 2019 **Vendor #** 2820

Date of Council Meeting: February 28, 2023 **PAYMENT REQUEST #** 34
PAYMENT PERIOD: From: December 1, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	$ 286,000.00			
Net change by Change Orders:	$ 174,195.00			
Contract Amount to Date: (line 1 ± 2)		$ 460,195.00		
Total completed and stored to date:	$ 326,168.80			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 326,168.80		
Less previous applications for payment:		$ 322,544.80		
SUBTOTAL			$	3,624.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,624.00
Balance to finish, including retainage:		$ 134,026.20		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Firm Name

Signature 2/9/2023

Date

City of Grimes Staff Approval:

Signature 2-21-23

Date

City of Grimes Council Approval: Council 2-28-23

Signature Date

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

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

Date Printed: 2/9/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount	BMI Invoice #
1	January 14, 2020	$ 1,730.00	0242868
2	February 11, 2020	$ 6,434.90	0244361
3	April 14, 2020	$ 1,627.00	0245964
4	April 14, 2020	$ 2,195.00	0246888
5	June 9, 2020	$ 7,097.50	0249839
6	July 14, 2020	$ 6,792.50	0251444
7	August 11, 2020	$ 11,325.00	0253004
8	September 8, 2020	$ 17,430.00	0254565
9	October 13, 2020	$ 4,815.00	0255930
10	November 10, 2020	$ 1,022.50	0257659
11	December 8, 2020	$ 2,969.50	0259408
12	January 12, 2021	$ 4,537.00	0260929
13	February 9, 2021	$ 2,785.00	0262389
14	March 9, 2021	$ 10,517.00	0263856
15	April 13, 2021	$ 10,831.50	0265171
16	May 11, 2021	$ 5,594.00	0266601
17	June 8, 2021	$ 30,291.00	0268401
18	July 13, 2021	$ 21,853.00	0269818
19	August 10, 2021	$ 10,243.50	0271701
20	September 28, 2021	$ 24,038.50	0273218
21	October 12, 2021	$ 19,020.20	0274927
22	November 9, 2021	$ 30,974.50	0277027
23	January 25, 2022	$ 24,122.70	65, 280133, 28
24	February 22, 2022	$ 7,235.00	
25	March 22, 2022	$ 8,550.50	0284263
26	April 26,2022	$ 11,792.50	0285839
27	May 10, 2022	$ 8,502.50	0287614
28	June 14, 2022	$ 3,309.00	290356
29	August 9, 2022	$ 4,483.50	0291348
30	October 11, 2022	$ 7,675.00	0299860
31	November 8, 2022	$ 5,306.00	299860
32	December 13, 2022	$ 2,844.00	301994
33	January 24, 2023	$ 4,600.00	0303917
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 322,544.80**

Record of Change Orders

No.	Date	Amount
1	May 11, 2021	$ 174,195.00
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TOTAL **$ 174,195.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	October 22, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 2/9/2023

INVOICE

BOLTON & MENK
Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

January 17, 2023
Project No: A13.120005
Invoice No: 0305016
Client Account: GRIMES_CI_IA

Grimes/Highway 44 & SW Co Line Road

Highway 44 & SW County Line Road Intersection Improvements

Consultant Services (001)
Professional Services

	Hours	Amount	
Planner	12.50	1,500.00	
Totals	12.50	1,500.00	
Total Labor			**1,500.00**
		Total this Task	**$1,500.00**

Construction Services (002)
Professional Services

	Hours	Amount	
Principal	2.00	316.00	
Project Engineer	1.50	228.00	
Project Manager	10.00	1,580.00	
Totals	13.50	2,124.00	
Total Labor			**2,124.00**
		Total this Task	**$2,124.00**
		Total this Invoice	**$3,624.00**

Notice: A finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: February 28, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: October 1, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	$ 20,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 20,000.00	
Total completed and stored to date:	$ 12,803.64		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 12,803.64	
Less previous applications for payment:		$ 4,752.26	
SUBTOTAL			$ 8,051.38
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 8,051.38
Balance to finish, including retainage:		$ 7,196.36	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Todd Knox
Signature

2/3/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval:
Signature

2-21-23
Date

City of Grimes Council Approval: Council 2-28-23
Signature

Date

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

Date Printed: 1/16/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 4,752.26
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Previous Applications for Payment

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TOTAL $ 4,752.26

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

Date Printed: 2/7/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 31, 2023

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

Invoice No: 122.1140.01 - 2

Vendor Number 2031

Budget Code 001-170-6407

Email mahrens@grimesiowa.gov

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

Professional Services through December 31, 2022

Basic Services 2021-2022

	Hours	Rate	Amount	
Sr. Engineer	10.50	198.00	2,079.00	
Engineer VII	24.50	172.00	4,214.00	
Engineer I	16.75	103.00	1,725.25	
Total Services	51.75		8,018.25	
Total Services				**8,018.25**

Fleet Mileage **33.13**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	8,051.38	4,752.26	12,803.64
Limit			20,000.00
Remaining			7,196.36

Phase Subtotal **$8,051.38**

Basic Services 2023-2024

Phase Subtotal **0.00**

Basic Services 2024-2025

Phase Subtotal **0.00**

Amount Due this Invoice **$8,051.38**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

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

PROGRESS REPORT # 2 *Date:* 2/3/2023

To:	Matt Ahrens, PE	*Project Name:*	On Call Traffic Planning & Eng Services
From:	Todd Knox, PE, PTOE	*Finance Budget Code #:*	001-170-6407
S&A Project #:	122.1140.01	*Vender #:*	2031
Period:	10/1/22 - 12/31/22		

Dear Matt:
Enclosed is the second Invoice and Progress Report for the 2022-23 On Call Traffic Planning and Eng project. Below are details of work completed for this period and anticipated work for the next period.

PRODUCTION:
Work During this Period Included:
1. Review of proposed fire station at the existing library.
2. Speed study along SW 19th St
3. Review of the IA 44 Corridor Study

Projected Work by Snyder & Associates for Next Period:
1. As requested

Projected Work by City Staff for Next Period:
1. None at this time.

SCHEDULE:

Task on Project	*Target*	*Complete*
On-Call 2022-23	June 30, 2023	
On-Call 2023-24	June 30, 2024	
On-Call 2024-25	June 30, 2025	

BUDGET AND COMPLETION STATUS:

Task on Project	*Total Authorized*	*% Complete*	*Fee Invoiced*	*% Fee*
On-Call 2022-23	$20,000.00	25%	$12,803.64	64.02%
On-Call 2023-24	$20,000.00	0%	$0.00	0.00%
On-Call 2024-25	$20,000.00	0%	$0.00	0.00%
Total Project Budget:	$60,000.00	8.0%	$12,803.64	21.34%
Remaining Project Budget:	$47,196.36			

SPECIAL CONSIDERATIONS:
None at this time.

If you have any questions or comments regarding this invoice, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Todd Knox

Todd Knox, PE, PTOE
Project Manager

Enclosure

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: February 28, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: December 1, 2022 Through: January 31, 2023

Contract Summary

Original Contract Amount:	$ 124,200.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 124,200.00	
Total completed and stored to date:	$ 93,354.67		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 93,354.67	
Less previous applications for payment:		$ 89,844.67	
SUBTOTAL			$ 3,510.00
OTHER CHARGES (Attach an itemized list)			
CURRENT PAYMENT DUE			$ 3,510.00
Balance to finish, including retainage:		$ 30,845.33	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

John C. Ohm 02/09/2023

Signature Date

City of Grimes Staff Approval: Matt Ahrens 2-21-23

Signature Date

City of Grimes Council Approval: Council 2-28-23

Signature Date

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

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

Date Printed: 2/9/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 26, 2022	$ 10,066.91
2	August 23, 2022	$ 49,409.76
3	September 27, 2022	$ 9,935.00
4	November 8, 2022	$ 6,724.00
5	December 13, 2022	$ 13,709.00
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Previous Applications for Payment

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TOTAL $ 89,844.67

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

Date Printed: 2/9/2023

Invoice

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

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

January 12, 2023
Project No: 0022G009.00
Invoice No: 81732

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

Invoice Total USD 1,030.00

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

Professional Services through December 31, 2022

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	5.00	186.00	930.00	
Project Administrator II	1.00	100.00	100.00	
Totals	6.00		1,030.00	
Total Labor				**1,030.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,030.00	89,844.67	90,874.67	
Limit			124,200.00	
Remaining			33,325.33	
		Total This Invoice		**USD 1,030.00**

Invoice

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

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

February 9, 2023
Project No: 0022G009.00
Invoice No: 82126

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

Invoice Total USD 2,480.00

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

Professional Services through January 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	6.00	202.00	1,212.00	
Project Engineer II	3.00	166.00	498.00	
Staff Engineer II	.50	137.00	68.50	
Technician VIII	1.50	165.00	247.50	
Technician IV	2.00	125.00	250.00	
Project Administrator II	2.00	102.00	204.00	
Totals	15.00		2,480.00	
Total Labor				**2,480.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,480.00	90,874.67	93,354.67	
Limit			124,200.00	
Remaining			30,845.33	
		Total This Invoice		**USD 2,480.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Streets Master Plan/ Design Guide
Contractor:	Snyder & Associates, Inc.
Address:	2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code:	110-210-6490 ***Finance Project #***
Vendor Project or Invoice #:	122.1143.01 ***PO #***
Original Contract Date:	August 9, 2022 ***Vendor #*** 2031

Date of Council Meeting: February 28, 2023 **PAYMENT REQUEST #** 2

PAYMENT PERIOD: From: November 1, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	$ 60,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 60,000.00	
Total completed and stored to date:	$ 18,231.63		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 18,231.63	
Less previous applications for payment:		$ 7,826.88	
SUBTOTAL			$ 10,404.75
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 10,404.75
Balance to finish, including retainage:		$ 41,768.37	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Todd Knox
Signature — 2/3/2023 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 2-21-23 Date

City of Grimes Council Approval: Council 2-28-23
Signature — Date

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

Date Printed: 1/16/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 27, 2022	$ 7,826.88
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 7,826.88

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 9, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 2/7/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 31, 2023

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

Invoice No: 122.1143.01 - 2

Vendor number 2031

Email apfaltzgraff@grimesiowa.gov

Project **122.1143.01** **Streets Master Plan/Design Guide**

Professional Services through December 31, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	.75	229.00	171.75	
Engineer VII	42.00	172.00	7,224.00	
Technician VI	29.50	102.00	3,009.00	
Total Services	72.25		10,404.75	
Total Services				**10,404.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	10,404.75	7,826.88	18,231.63
Limit			60,000.00
Remaining			41,768.37

Phase Subtotal **$10,404.75**

Amount Due this Invoice **$10,404.75**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

PROGRESS REPORT # 2 *Date:* 2/3/2023

To:	Alex Pfaltzgraff	*Project Name:*	Streets Master Plan / Design Guide
From:	Todd Knox, PE, PTOE	*Finance Budget Code #:*	110-210-6490
S&A Project #:	122.1143.01	*Vender #:*	2031
Period:	11/1/22 - 12/31/22		

Dear Alex:
Enclosed is the first Invoice and Progress Report for the Streets Master Plan and Design Guide.
Below are details of work completed for this period and anticipated work for the next period.

PRODUCTION:
Work During this Period Included:
1. Continued work on design guides and reports
2. Continued work on subarea street networks

Projected Work by Snyder & Associates for Next Period:
1. Finalize subarea street networks
2. Finalize design guides and reports

Projected Work by City Staff for Next Period:
1. None at this time.

SCHEDULE:

Task on Project	*Target*	*Complete*
Major Streets Plan & Subarea Concept	December 31, 2022	
Street Design Guide	December 31, 2022	
Traffic Calming Toolbox	December 31, 2022	

BUDGET AND COMPLETION STATUS:

Task on Project	*Total Authorized*	*% Complete*	*Fee Invoiced*	*% Fee*
Project Total	$60,000.00	50%	$18,231.63	30.4%
Total Project Budget:	$60,000.00	50%	$18,231.63	30.4%
Remaining Project Budget:	$41,768.37			

SPECIAL CONSIDERATIONS:
None at this time.

If you have any questions or comments regarding this invoice, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Todd Knox

Todd Knox, PE, PTOE
Project Manager

Enclosure

BRADSHAWFOWLER PROCTOR & FAIRGRAVE
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

February 22, 2023

Invoice Number: 289931
Federal ID: 42-1378302
Matter: 20632.1

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

RE: City of Grimes - Library Construction Manager Contract

FOR PROFESSIONAL SERVICES RENDERED THROUGH January 31, 2023

01/25/23	SMO	E-mail correspondence with Jake Anderson et al re plans for further review of scheduling delays;	0.10	25.00
01/28/23	SMO	Reviewed the history of communications with Graphite re contract delays;	0.50	125.00
01/28/23	SMO	Reviewed the Graphite contract and followed up with Stephanie Morrison to verify the contract documents;	0.50	125.00
01/30/23	SMO	Telephone call to Stephanie Morrison to discuss the contract documents and the SOD issues prior to the conference call;	0.20	50.00
01/31/23	SMO	Reviewed documentation from Stephanie Morrison re construction issues involving the slab on deck;	0.50	125.00
01/31/23	SMO	Participated in a Teams call with the architect and construction manager team to discuss performance issues by Graphite;	0.70	175.00
01/31/23	SMO	Analysis of the contract documents and drafted a memorandum summarizing key provisions re remedies for delay and defective work;	2.50	625.00

Summary of Services

O'Brien, Sean M	Shareholder	5.00	250.00	1,250.00

PLEASE REMIT PAYMENT TO DES MOINES OFFICE:
801 GRAND AVENUE, SUITE 3700 • DES MOINES, IOWA 50309-8004
PHONE (515) 243-4191 • FAX (515) 246-5808
www.bradshawlaw.com

Total Services	**$1,250.00**
TOTAL DUE THIS MATTER	**$1,250.00**

CITY COUNCIL COMMUNICATION
Meeting Date: 02/28/2023

AGENDA ITEM:
Public Hearing – Third and Final Reading of Ordinance 774 – General Regulations
An Ordinance Amending the Grimes Code of Ordinances Chapter 12-5 to Specify New Regulations for the General Regulations and Amending Chapter 12-4 Definitions and Amending Section 5-3-4 to Delete Regulations Regarding Transient Merchants

BACKGROUND:
Staff has developed an amendment to the Code of Ordinances, particularly the General Regulations within the Zoning Ordinance. General Regulations is a section within the zoning ordinance that includes a number of different topics, such as pools, decks, accessory buildings/structures, home based businesses, etc. In total, there are 20 sections within the general regulations chapter, eleven of which are newly added.

The Planning and Zoning Commission spent four meetings going over the recommendations in detail, and gave a great deal of perspective, which staff has incorporated within the regulations. At their January meeting, the Commission recommended approval of the amendment.

Staff also discussed the proposed changes with the Council in November 2022 to gather feedback and answer questions. Since that discussion, several Council suggestions have been incorporated into the amendment and are as follows:

1. Permitting wind energy systems on residential buildings with some design and location requirements.
2. Adult use separation was increased from 500 feet to 750 feet.
3. Businesses with less than 10 required parking spaces are permitted to have one branded business vehicle without requiring screening.
4. Outdoor temporary uses cannot permanently affix or stake on paved surfaces.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: YES

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

BOARD/COMMISSION ACTION(S):
Planning and Zoning Commission recommended approval at their meeting on 01/03/2023.

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

STAFF RECOMMENDATION: Staff recommends approval of Ordinance 774.

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

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

Planning & Zoning Memo

TO: Planning and Zoning Commission

FROM: Molly Mannel, Assistant Planner

DATE: January 3, 2023

RE: Zoning Ordinance Amendment to General Regulations

INTRODUCTION:

Staff has begun developing a draft for an amendment to the General Regulations within the Zoning Ordinance which includes a variety of topics including accessory buildings, fences, decks, communication towers, etc. Over the past few years, a number of issues have come up related to our current general regulations. These issues include missing components and unknown intents and purposes. Based upon our initial research, it also appears that our current ordinance is not consistent with our neighboring communities.

Our goal with this re-write is to create clear and comprehensive regulations that are comparable to other communities in the Des Moines Metro Area, while ensuring that the vision for our growing community is upheld.

Below is an outline of the proposed draft amendment for some of the general regulation sections to begin the discussion. Note that this is a complete re-write, therefore a redline copy has not been provided. For your reference, the existing ordinances are provided.

PROPOSED AMENDMENTS:

Accessory Buildings: This is an existing section that has been modified and expanded to better fit the vision of Grimes while allowing some flexibility.

- Create regulations that encompasses sheds and accessory garages.
- Permitted in the side and rear yards and must meet the minimum 5′ setback, and minimum 10′ setback for secondary front yards. This includes any concreate pads that may be poured around the perimeter of the accessory building.
- The accessory building shall not exceed a 15′ maximum height.
- No more than 50% rear yard coverage shall be permitted in residential properties, and no more than 30% for side and front yards.
- Accessory buildings located in an A-1 zoning district shall be constructed no closer than 35′ from the front or rear property line. All other A-1 setbacks shall apply.
- Accessory garages shall have a hard surface that leads up from an existing driveway or public street.

- Shall be standard construction or prefabricated buildings. The use of storage or shipping containers are not permitted.
- Accessory buildings located in multi-family, commercial, and industrial zones shall be subject to site plan approval.

Accessory Structures: There are currently no regulations for these types of structures within the code. These regulations are proposed to provide guidelines while still allowing flexibility.

- Create regulations that encompass decks, accessory paving, covered structures, pools, and fences and walls.
- Accessory structures must meet the 5' side and rear yard setback, with a 10' setback in secondary street frontage yards.
- No more than 50% rear yard coverage shall be permitted on residential properties, and no more than 30% for side and front yards.
- Accessory structures within the front yard shall be at least 15' from the front property line.
- Decks shall not project more than 8' from the front of the primary building and shall be connected to the non-garage portion of the building.
- Any deck covered by a permanent roof attached to the primary building shall comply with the primary building setbacks.
- Accessory paving includes patios, sport courts, and driveways. Driveways must meet a 2' side yard setback.
- Covered structures include pergolas, awnings, and canopies. The footings of a covered structure shall have a 5' side and rear yard setback.
- The roof of a covered structure may overhang the required setback line by no more than 24 inches.
- Pools and hot tubs must comply with the accessory structure setbacks and yard coverage. Additional requirements related to construction and safety standards can be found in the Building Code.
- Fences shall not exceed 6' in height in all residential zoning districts, and no more than 8' in all commercial or industrial districts.
- Fences constructed along secondary street frontages shall be 10' from the property line.
- Fences along trails or sidewalks must have a minimum setback of 3', unless otherwise stated.
- Existing multi-family properties that do not have a dumpster, shall be responsible to provide one that encloses both garbage and recycling containers. The enclosure may consist of a composite or architectural metal material with an opaque metal-framed gate.
- Fences constructed in Planned Unit Developments shall follow the standards established in the PUD documents.

Home Occupation: Home Occupation is an existing section within the ordinance and is intended to regulate the operation of businesses on residential properties. The State has recently passed new code regulations for home occupations. As such, we have drafted regulations that are consistent with the State regulations, and with the vision of the City of Grimes. Below is a highlight of those regulations.

- No-Impact Home-Based Business - A no-impact home-based business means a home-based business for which all the following apply:
    - Must remain principally residential (51% of the floor area used for dwelling purposes)
    - No alteration to the building which changes the residential character of the residence
    - No outdoor storage of equipment/materials used in the business
    - Businesses shall not be apparent from the street or neighboring properties
    - Business shall not produce noxious, offensive, hazardous noise, odor, vibration, smoke, glare, etc. or be a hazard to vehicular traffic.
    - Customer or client interaction occurring within the dwelling shall be between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday.
    - There shall be no off-premises signs, radio, television, newspaper, handbill, or similar types of advertising linking the premises with the home occupation.
    - There shall be no on-street parking or substantial increase in traffic within the residential area due to the business.
    - Home-based businesses that do not meet the requirements would require approval from the Board of Adjustment

Adult Uses: This is a new section that intends to regulate the location of certain uses that have objectional effects on adjoining uses or businesses. Certain cases in prior years have resulted in the courts allowing local authorities to implement locational zoning ordinances to regulate adult uses.

As such, we have drafted regulations the address the locating of adult uses, by implementing a location-based regulation.

- Allowed in M-1, M-2 and M-3 zoning districts.
- Not allowed in any overlay district.
- Must be 750-feet away from any residentially zoned or used property, childcare facility or school, religious institution, and park or recreation facility. This will be measured from the parcel boundary.
- Must be 750-feet away from any other adult use or business. Will be measured from the outer wall structure of the adult use or business
- All building openings, entries or windows must be covered or located in a manner that prevents viewing from the public or any semi-public area.

Outdoor Temporary Uses: This section has been moved into the zoning ordinance and modified to simplify the process for applicants and city staff. In addition, regulations have been added to encompass special events.

- Permit required except for the following:
    - Food trucks and pushcarts
    - Yard sales
    - Private parties on residential property
    - Sales held by non-profit organizations
    - Sales/events on public property with Council approval
    - Emergency response sites

- Temporary sales permitted up to 120 days per year, with no more than 12 sales periods.
- Special events permitted up to 7 days per event, with no more than 12 events per year.
- Establish flat fee for permits and remove bond requirement.
- Allow sales and events on any surface (grass, paving, gravel) but a minimum of 3 paved parking spaces is required.
- Bathroom facilities must be provided within 500 feet of the licensed facilities.
- Signage to meet the temporary sign requirements.
- All classes of mobile food vendor vehicles shall be permitted on a property for no more than 48 hours.

Outdoor Storage: Outdoor storage regulations are currently only in place within the Highway 141 Corridor. Regulations are now proposed to cover additional property outside of the Corridor to enhance aesthetics throughout the City.

- Permitted within industrial zoning districts only.
- All outdoor storage areas are required to be screened with opaque fence/wall or berm.
- Outdoor storage screening shall consist of an opaque fence/wall or berm of a height sufficient to completely screen the outdoor materials from adjacent properties and public and private right-of-way.
- If a berm is provided for screening, continuous evergreen shrub plantings could be placed on top of the berm to provide additional height to meet screening height requirements.
- For outdoor storage screening provided along public right-of-way and next to non-industrial uses, landscape plantings shall be provided along the fence/wall or berm.
- Outdoor storage areas next to other industrial property will not be required to install landscaping as part of the screening.
- Branded business vehicles are not considered outdoor storage if they meet the following requirements:
    - No more than 10% of the required parking spaces are used for branded business vehicles (businesses with less than 10 required spaces shall be permitted 1 space for branded vehicles); and
    - Branded business vehicles are parked within approved, standard size parking spaces; and
    - Branded business vehicles are devoted to the principal use on site.
    - Branded business vehicles parked within dock and loading areas are not considered outdoor storage.

Outdoor Product Display and Outdoor Sales: There are currently no regulations for these uses within the code.

- Products for display or sale in outdoor areas
- Items cannot be placed within parking stalls or drive lanes or interfere with site circulation
- Items to be 10 feet from property lines
- Items to be on a paved surface adjacent to the building or an approved accessory structure
- Alternative surfacing may be considered based on the nature of the product being displayed.
- Maintain minimum 5-foot walking paths
- Outdoor display and sales areas limited to 1% of the site but in no case more than 5000 square feet.

Vehicle Sales and Display Lots: The code currently permits these uses in commercial and industrial zoning districts and is considered outdoor storage. Therefore, with the Highway 141 Corridor, vehicles sales is either not permitted or required to be screened. The proposed regulations would not classify this type of use as outdoor storage but places restrictions on the site design.

- Minimum one acre lot
- Maintain minimum 25% open space
- Minimum 2000 square foot building for all operations, and not permitted as a tenant within a multi-tenant building
- Property must contain a parking lot capable of displaying a minimum of 15 vehicles in addition to the required parking spaces for the building.
- Vehicle display parking areas shall maintain a 15-foot setback from all property lines.

Communication Equipment: Communication Equipment is a new section within the ordinance and is intended to regulate the locating and siting of communication related equipment and towers within the City of Grimes. The Telecommunications Act of 1996 prohibits the discrimination of telecommunication carries for cities and impacted our complete authority to regulate. Under the act, local authorities may not prohibit towers, must act upon applications within a reasonable amount of time, must provide decisions in writing, may not regulate towers based upon radio frequency emissions, and allows companies to challenge denials within federal court.

As such, we have drafted regulations that are consistent with the Telecommunications Act of 1996, and with the vision of the City of Grimes. Below is a highlight of those regulations.

- Communication Equipment = Antennas, Receivers/Transmitters, Satellite Dishes
    - Communication Equipment is allowed in all districts but limited to 12-feet in height and restricted to rear yards if larger than 36" in diameter. Sch communication equipment shall be setback 5 feet from all rear and side property lines.
    - Communication equipment for emergency services shall not be required to meet the height requirements established within this section and shall be subject to review by the Zoning Administrator and site plan approval.
- Communication Towers = Macro Towers, Radio Towers, Equipment greater than 12-feet in height.
    - Communication Towers are restricted to M (Industrial) Districts, City Owned Property, and must be located outside of any overlay corridor.
    - Communication Towers require a site plan, are limited to 100-feet in height, and must be setback from all property lines an amount equal to the height of the tower.
    - When possible, towers shall be located atop existing structures (e.g., water tower or co-op grain tower) or screened and disguised as other objects that better blend in with the local environment. Communication equipment located on a city-owned water tower shall not be required to meet the 100-foot maximum height requirement. Communication towers that are not located atop another structure shall be disguised to reduce the visual impact of typical tower installations and be approved by staff.
    - Communication equipment located on a city-owned water tower shall not be required to meet the 100-foot maximum height requirement.
    - Communication Towers must be designed to accommodate one co-locate, if over 50-feet in height, and 2 users if over 100-feet in height.

- No more than 2 towers can be located on the same property and shall be at least 500 feet apart.

Renewable Energy: Renewable Energy is a new section that intends to regulate the installation of equipment that generates energy for onsite consumption, or grid feeding. These regulations are not intended to be applied towards large scale energy production, such as solar or wind farms. While staff is suggesting that the City encourage expansion of renewable energy through its regulations, the regulations also need to recognize and address the potential negative impacts on adjoining properties and the safety of its residents and businesses.

As such, we have drafted regulations the address these items, and recognize certain industry standards or requirements.

- Wind Energy Systems (WES)
  - WES are only allowed as accessory to the principal use, must be located in rear yards or building mounted.
  - For residential districts, 1 building mounted and 1 tower mounted WES may be installed. Must be vertical axis.
  - For commercial districts, 2 horizontal axis WES may be installed. The number of vertical axis WES shall be subject to site plan approval.
  - Tower mounted WES are limited to the establish maximum building height within the zoning district. Building mounted WES are limited to no more than 10-feet above the primary point of attachment.
  - Setback for tower-mounted WES is equal to the total height of the WES.
  - Building-mounted WES shall be setback from the roof edge equal to the height of the WES.
  - Building-mounted WES shall be located on the rear roof slope of the building and affixed with a monopole structure. No guy wires or other supports are permitted.
  - No WES shall be located over parking areas, driveways, or sidewalks.

- Solar Energy Systems (SES)
  - SES panels must be black or dark blue color.
  - All SES surfaces shall be non-reflective to minimize glare.
  - City reserves right to require an industry professional prepared glare analysis.
  - Building-mounted or building-integrated SES shall be allowed in all zoning districts. The SES shall not extend higher than 18 inches above the roof surface and shall match the roof slope.
  - Ground-mounted or free-standing SES shall be permitted in agricultural, commercial, or industrial zones; and any residential zoned properties larger than 1 acre in size.
  - Ground-mounted or free-standing systems shall be no taller than 12 feet in height, follow accessory structure setbacks and yard coverage requirements, shall not exceed the area of fifty (50) percent of the principal building footprint or six hundred (600) square feet, and shall be screened from the ROW using evergreen landscaping, berms, opaque fencing, or combination thereof.

In addition to the regulation amendments, staff has revised and added new definitions to be compatible with the new proposed regulations. These definitions have been provided for review in the draft code amendment accompanying the packet materials.

CITY OF GRIMES

Molly Mannel
Assistant Planner

ORDINANCE 774

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES CHAPTER 12-5 TO SPECIFY NEW REGULATIONS FOR THE GENERAL REGULATIONS AND AMENDING CHAPTER 12-4 DEFINITIONS AND AMENDING SECTION 5-3-4 TO DELETE REGULATIONS REGARDING TRANSIENT MERCHANTS

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Chapter 12-5 which define the requirements for general regulations and associated definitions.

SECTION 2. Amendment. The Grimes Code of Ordinances is amended by removing, editing, and adding certain definitions to Grimes Code of Ordinance Chapter 12-4.

See attached Exhibit A

SECTION 3. Amendment. The Grimes Code of Ordinances is amended by striking the existing Grimes Code of Ordinance Chapter 12-5 and replacing with the exhibit below.

See attached Exhibit B

SECTION 4. Amendment. The Grimes Code of Ordinances is amended by striking through and removing the existing Section 5-3-4 regarding Transient Merchants.

See attached Exhibit C

SECTION 5. Amendment. As part of making the City of Grimes Code of Ordinances available online, editors may make certain formatting and typographical changes, such as renumbering or re-designating sections; adding or modifying subsection headings; modifying bracketed or referenced citations for uniformity; or changing cross-references, dates of enactment, or classification information, which are purely technical and do not change the meaning of the Code.

SECTION 6. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 7. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any chapter, section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this 28th day of February and approved on this 28th day of February, 2023.

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

Exhibit A

All definitions below highlighted in yellow have been added or edited as part of Ordinance 774.

All definitions below shown with a strikethrough have been deleted as part of Ordinance 774.

CITY OF GRIMES

12-4 Definitions

Contents:

12-4-1 Definitions

12-4-1 Definitions:

For use in this chapter, the words "used" and "occupied" include the words "intended, designed or arranged to be used or occupied." In addition, the following terms and words are defined for use in this chapter and all other zoning chapters.

Accessory: A use, building, or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use, building, or structure.

Adult use: A business that offers a service or the selling, renting, or exhibiting of devices or any other items intended for sexual activities.

Agriculture: The use of land for purposes of growing the usual farm products, including vegetables, fruit, trees and grains; pasturage; dairying; animal and poultry husbandry; and the necessary accessory uses for treating or storing the produce; provided that the operation of such accessory uses shall be secondary to that of the regular agricultural activities.

Alley: An unnamed public right-of-way, other than a street, twenty (20) feet or less in width providing secondary means of access to the rear and side of abutting properties and which may be used for public vehicular and utility access.

Animal run: An outdoor fenced-in area or enclosed open-air area for the purpose of containing and enclosing domesticated animals. A dog park is not considered an animal run.

Assisted living facility: A combination of housing, supportive services, personalized assistance, and health care designed to respond to the individual needs of those who need help with activities of daily living. A facility with a central or private kitchen, dining, recreational, and other facilities, with separate bedrooms or living quarters, where the emphasis of the facility remains residential.

Basement: A floor that is partially or entirely below grade.

Boarding house: A building other than a hotel or motel where, for compensation, meals, or lodging and meals, are provided for four (4) or more persons.

Branded business vehicles: Vehicles used by a business for transportation, distribution, construction, or hauling that are marked with business logos and/or branding colors and lettering or advertising materials and products.

Building: Any structure, permanent or temporary, designed or intended for the support, enclosure, shelter or protection of persons, animals or property and is fully enclosed with walls and a roof.

Buildable envelope: The area in which a building or structure can be constructed on a lot. Such area is formed by the required building or structure setback lines.

Building, height: The vertical distance from the average natural grade at the building line to the highest point of the coping of a flat roof, or to the deck lines of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.

Carport: A roofed structure providing space for the parking of motor vehicles and enclosed on not more than two (2) sides. For the purpose of this chapter, a carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements herein.

Draft

Cellar: That portion of a building having more than one-half (½) of its height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement.

Child care facility or daycare: Any private or public agency, institution, establishment or place which provides supplemental parental care and/or educational work, other than lodging overnight, for six (6) or more unrelated minors, for compensation.

Clinic, medical or dental: A building or buildings in which physicians, dentists, or physicians and dentists, and allied professional assistants are associated for the purpose of carrying on their profession.

Commercial entertainment: Any establishment (indoors or outdoors) where entertainment, either passive or active, is provided for the pleasure of the patrons, either independent or in conjunction with any other use. Such entertainment includes, but is not limited to, sports, games, music, dancing, comedy, and acting.

Commercial school or studio: Establishment providing instruction to students for compensation including dance studios, music studios, martial arts studios, gymnastics facilities, art studios, and learning centers.

Communication equipment: Any structure or device intended to broadcast and receive signals, including, but not limited to, warning sirens, emergency broadcast speakers, directional antennae, microwave and satellite dishes, and omni-directional antennae.

Communication tower: A ground-mounted guyed, monopole or self-supporting tower, constructed as a free-standing structure or in association with a building, other permanent structure or equipment, containing one or more antennas intended for transmitting or receiving television, AM/FM radio, digital, microwave, cellular, telephone, emergency messages or sirens, or similar forms of electronic communication.

Development: Any manmade change to improved or unimproved real estate, including, but not limited to, buildings and other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Dog park: An outdoor area, in which unleashed dogs are allowed, enclosed by a fence and located on public property or located on the private, common open space property of a multi-family or townhome residential development.

Dwelling: Any building or portion thereof which is designed or used exclusively for residential purposes but not including a tent, trailer or any structure or shelter that is not properly affixed to the ground.

Dwelling, condominium: A multiple-family dwelling as defined herein whereby the title to each dwelling unit is held in separate ownership, and the real estate on which the units are located is held in common ownership solely by the owners of the units with each owner having an undivided interest in the common real estate.

Dwelling, multiple-family: A residence designed for or occupied by three (3) or more families, with separate housekeeping and cooking facilities for each.

Dwelling, row: Any one of the three (3) or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot and separated from one another by an approved wall or walls, and may also be referred to as a "townhouse."

Dwelling, single-family: A detached residence designed for or occupied by one (1) family only.

Dwelling, two-family: A residence designed for or occupied by two (2) families only, with separate housekeeping and cooking facilities for each.

Dwelling unit: A room or group of rooms which are arranged, designed or used as living quarters for the occupancy of one (1) family, containing bathroom and/or kitchen facilities.

Enclosed area below lowest floor: The floor of the lowest enclosed area in a building when all of the following criteria are met:

Draft

1. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Section 12-16-1(9) D1 of this Ordinance, and
2. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
3. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
4. The enclosed area is not a "basement" as defined in this section.

Existing construction: Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

Family: One or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage, or adoption, no such family shall contain over four (4) persons.

Feed lot: Any parcel of land or premises on which the principal use is the concentrated feeding within a confined area of cattle, hogs or sheep. The term does not include areas which are used for the raising of crops or other vegetation, and upon which livestock are allowed to graze or feed.

Flexible space: Buildings that are constructed to include multiple tenants, generally including retail, restaurant, office and warehouse uses.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

Flood boundary and floodway maps: The official maps on which the Federal Insurance Administration has delineated areas subject to inundation of water during the 100-year flood.

Flood elevation: The elevation floodwaters would reach at a particular site during the occurrence of a specific flood. For instance, a 100-year flood elevation is that elevation of floodwaters related to the occurrence of the 100-year flood.

Flood Insurance Rate Map (FIRM): The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the City.

Flood Insurance Study: A study initiated, funded, and published by the Federal Insurance Administration for the purpose of evaluating in detail the existence and severity of flood hazards, providing the City with the necessary information for adopting a flood plain management program, and establishing actuarial flood insurance rates.

Flood, one hundred (100) year: A flood the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on the average, will be equaled or exceeded at least once every one hundred (100) years. All determinations of the 100-year flood level shall be based on data provided by the Federal Insurance Administration. If the Federal Insurance Administration has not provided sufficient data to make a determination, then the City will obtain, review and reasonably utilize data available from the Department of Natural Resources and from any other source in making such determination.

Flood plain: Any land area susceptible to being inundated by water a result of a 100-year flood. The flood plain includes all areas designated as numbered and unnumbered A zones on the flood insurance rate maps.

Flood plain management: An overall program of corrective and preventive measures for reducing flood damage and promoting the wise use of flood plains, including, but not limited to, emergency preparedness plans, flood control works, floodproofing and flood plain management regulations.

Draft

Flood plain, substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

Flood plain, substantial improvement: Any improvement to a structure which satisfies either of the following criteria:

1. Any repair, reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred "substantial damage" regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the Zoning Administrator and which are the minimum necessary to assure safe living conditions or (2) any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a historic structure by either the Federal or State government; or
2. Any addition which increases the original floor area of a building by twenty-five percent (25%) or more. All additions constructed after March 21, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed twenty-five percent (25%).

Floodproofing: Any combination of structural or nonstructural additions, changes, or adjustments of structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

Floodproofing/flood protection elevation: For all special flood hazard areas, the minimum floodproofing/flood protection elevation shall be one (1) foot above the 100-year flood level.

Floodway: The channel of a river or stream and those portions of the flood plain adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows in the floodway area will not result in substantially higher flood levels and flow velocities.

Garage: An accessory building or an accessory portion of the principal building, designed and/or used for the shelter or storage of vehicles owned or operated by the occupants of the principal building.

Gas station: An establishment providing retail sale or supply of fuels, air, vacuum and carwash services, and other operating commodities or accessories for motor vehicles but not including space or facilities for the storage, painting, major repair, refinishing, body work or other major servicing of motor vehicles. Such an establishment may offer for sale at retail other convenience items as a clearly secondary activity.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure: Any structure that is:

1. Listed individually in the National Register of Historic Places, maintained by the Department of the Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a State inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either (1) an approved State program as determined by the

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Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

Heavy equipment: Equipment that meets all the following requirements:

1. It must be self-propelled and operational.
2. It must weigh ten thousand (10,000) pounds or more.
3. It must be designed and primarily intended to move, transport, or confine earth, soil, or other construction material at a construction site.
4. The maneuvering of this equipment would cause undue stress on concrete pavement or asphaltic surfaces resulting in premature failure of such surfaces. Evidence of this shall be provided in writing using statistics provided from the Iowa Department of Transportation or similar expert sources.

Home improvement store: An establishment selling various hardware, building materials, lawn care supplies, household appliances, and/or furniture.

Home occupation: An occupation or business operated within a dwelling unit, and that is operated in compliance with the regulations set forth in the Grimes Zoning Ordinance.

Hotel or motel: A building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boarding or rooming house.

Impervious surface: Any material or ground treatment that prevents or substantially reduces absorption of stormwater into the ground, including, but not limited to, concrete, asphalt, gravel, brick, pavers, buildings, pools, decks, and covered roof structures.

Independent living facility: A residential complex containing independent dwelling units designed for and principally occupied by senior citizens. Such facilities offer minimal convenience services such as a congregate meals program in a common dining area, but exclude institutional care such as medical or nursing care and are distinguished from assisted living facilities.

Junk: Any damaged, deteriorating, or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, appliances, merchandise, scrap, used building material, scrap contractor's equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery, rags, paper, excelsior, hair, mattresses, beds, or bedding or any other kind of scrap or waste material which is stored, kept, handled, or displayed for barter, resale, reuse, salvage, stripping, or trade.

Junk yard: Any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building and not including the processing of used, discarded or salvaged materials as part of manufacturing operations.

Kennel: Refers to the keeping of any dogs, cats, or other domestic animals for sale, breeding, boarding, or treatment purposes except:

1. In a pet shop.
2. The keeping of five (5) or more dogs, six (6) months or older, on premises used for residential purposes.
3. The keeping of more than one (1) dog on vacant property or on property used for business or commercial purposes.

Licensed premises: An area approved for the operation of an outdoor temporary use under authority of an outdoor temporary use permit issued pursuant to this title.

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Loading space: A paved space used for the loading and unloading of vehicles, except passenger vehicles, in connection with the permitted use of the property on which such space is located.

Lodging or rooming house: A building where a room or rooms are provided for compensation for four (4) or more unrelated persons, usually for more than one (1) night.

Lot: A parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public or private street, or approved private easement of access or right-of-way, and may consist of the following:

1. A single lot of record;
2. A portion of a lot of record:
3. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; or
4. A parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this chapter.

Lot, corner: A lot abutting upon two (2) or more streets at their intersection.

Lot, depth: The horizontal distance between the front and rear lot lines.

Lot, double frontage: A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.

Lot, interior: A lot abutting one (1) street frontage, or a lot abutting zero (0) street frontages that has an exclusive unobstructed private easement of access or right-of-way.

Lot lines: The lines forming a lot, including the right-of-way line of any public road or highway.

Lot of record: A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot, width: The width of a lot measured at the building line and at right angles to its depth.

Lowest floor: The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.

Manufactured home: A factory-built single-family structure, which is manufactured or constructed under the authority of 42 U.S.C. Section 5403 Federal Manufactured Home Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home, as defined in this chapter, is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. For the purposes of these regulations, "manufactured home" is considered the same as any site-built single-family detached dwelling.

Minor projects: All development activities (except for filling, grading and excavating) valued at less than five hundred dollars ($500).

Mobile food vendor vehicle: Any motorized truck, van, or modified bus licensed by the State of Iowa to operate on public roads and utilized by a licensed Mobile Food Vendor to conduct its business operations pursuant to this title.

Mobile food vendor: A business that utilizes a mobile food vendor vehicle and as defined by the four (4) classifications levels established by the Iowa Department of Inspections and Appeals. There are more requirements for each of the levels but in general the levels are as follows:

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Class I – Non-refrigerated vending units that serve only intact, non-potentially hazardous commercially prepackaged food and beverages. Examples include chips, crackers, cookies, soda, and sweets in manufacturer's packaging.

Class II – Refrigerated or hot vending units that serve potentially and non-potentially hazardous commercially prepackaged foods from an approved source. Examples include packaged sandwiches, ice cream bars, individually wrapped and cooked hot dogs. No cooking is allowed as part of a Class II unit.

Class III – Units that serve potentially and non-potentially hazardous packaged food and unpackaged foods with limited assembly. These units are limited to pre-cooked foods from an approved source that may be reheated on the unit. Examples include pushcart operations, packaged salads, hot dogs, and shaved ice.

Class IV – Units that serve potentially and non-potentially hazardous foods that are prepared, cooked, cooled or reheated and assembled on the unit. Examples include self-contained mobile food units, food trucks and any units that are capable of preparing and producing food items from pre-cooked and/or raw products (meat, fish, poultry, plant foods and dairy products) to finished product for consumption.

Mobile home: Any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets or highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one (1) or more persons; but also includes any such vehicle with motive power not registered as a motor vehicle in Iowa. A mobile home is factory-built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch, or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as "manufactured homes." Nothing in this chapter shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.

Mobile home park: Any lot or portion of a lot upon which one (1) or more trailers or mobile homes, occupied for dwelling or sleeping purposes, are located regardless of whether or not a charge is made for such accommodation.

Modular home: A factory-built housing certified as meeting the State Building Code as applicable to modular housing. Once certified by the State, modular homes shall be subject to the same standards as site-built homes.

Nonprofit institution: A nonprofit establishment maintained and operated by a society, corporation, individual, foundation or public agency for the purpose of providing charitable, social, educational, or similar services to the public, groups or individuals. Cooperative nonprofit associations, performing a service normally associated with retail sales or trade such as cooperative groceries, granaries, equipment sales, etc., are not considered nonprofit institutions under this chapter.

Nonconforming: A condition that occurs when, on the effective date of adoption of this title or a previous ordinance, or on the effective date of an ordinance text amendment or rezoning, an existing building, structure, lot, or use does not conform to one or more of the regulations currently applicable to the district in which such building, structure, lot, or use is located.

Nonconformity: Any nonconforming building, structure, lot, or use.

Nursing or convalescent home: A building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent, or physically disabled or injured persons.

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Obscenity: Speech is defined as obscene if the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest, if the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law, and/or if the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

Outdoor display: Merchandise, products, or goods for display outside of a permanent structure, for the purpose of product demonstration and viewing and located within an approved outdoor display area. Outdoor display does not include vehicle sales, or products in shipping boxes, crates, on pallets, or other shipping containers.

Outdoor display area: A surface area for outdoor display in compliance with an approved site plan.

Outdoor sales: Storage of merchandise, products, or goods for sale outside of a permanent structure, for the purpose of immediate purchase by consumers irrespective of whether the payment for such is made outdoors or within a permanent structure.

Outdoor service area: A paved patio, deck, or similar area located outside and adjacent to a business for the purpose of serving food and/or beverages.

Outdoor storage: The placement of business inventory, equipment, branded business vehicles and trailers, materials, containers, boxes, above ground liquid or gas storage tanks, or supplies utilized by the business for construction, manufacturing, product or material delivery, or for lease or rent in an area on the business property that is not protected by an enclosed building. Vehicle sales shall not be considered outdoor storage.

Outdoor storage area: A paved surface area for outdoor storage in compliance with an approved site plan.

Outdoor temporary sale: Outdoor sale of merchandise or products for short-term or seasonal periods of time, including, but not limited to, tent sales, garage sales, and food trucks.

Outdoor temporary use: Outdoor uses which intend to sell or promote specific merchandise or products, or events for short-term or seasonal periods of time, including, but not limited to, tent sales, food trucks, special events, and garage sales.

Parking space: A permanent hard surface area of not less than one hundred sixty-two (162) square feet plus necessary maneuvering space for the parking of a motor vehicle.

Porch, unenclosed: A roofed projection which has no more than fifty percent (50%) of each outside wall area enclosed by a building or siding materials other than meshed screens.

Principal: A primary use, building, or structure on a lot as distinguished from an accessory use, building, or structure.

Pushcart: A non-motorized cart which is self-propelled by the operator and used for preparing and/or selling food and beverages.

Recreational vehicle: A vehicle which is (1) built on a single chassis; (2) four hundred (400) square feet or less when measured at the largest horizontal projection; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Renewable energy systems: Equipment that creates energy from resources that are quickly replenished, including, but not limited to, sunlight, wind, water, biomass, and geothermal resources.

Routine maintenance of existing buildings and facilities: Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

1. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;

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2. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
3. Basement sealing;
4. Repairing or replacing damaged or broken window panes;
5. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

Satellite receiving antenna: An accessory structure often referred to as a parabolic or dish antenna, the purpose of which is to receive communication including, but not limited to, radio and television or other signals from satellite or other extraterrestrial sources whether affixed to a building or the ground as a permanent structure or a mobile unit such as a trailer or vehicle.

Setback line: A line, parallel to the respective lot line and internal to the lot, that defines the required setback for a building or structure in relation to a lot line.

Sign: Any words, lettering, figures, numerals, emblems, symbols, logos, graphics, devices, trademarks, trade names, or any other figure of similar character, or any combination thereof, by which anything is made known and which is designed to attract attention or convey a message.

Sign, A-Frame: A temporary sign, constructed of wood, cardboard, plastic, or other lightweight and rigid material having the capability to stand on its own supports and being portable. This definition shall include T-Frame signs and sandwich board signs.

Sign area: The area of a sign as determined by the Zoning Administrator in accordance with Section 12-14-7 of this title.

Sign, awning: A nonilluminated sign that is either attached to, affixed to, or painted on an awning or canopy.

Sign, bag: A temporary cover made of a cloth or canvas material, used to alter the message of an obsolete sign until such time as it is replaced with a new sign.

Sign, banner: A temporary sign composed of lightweight material either enclosed in a rigid frame or not enclosed, secured or mounted to a structure or post on two (2) or more edges. A national, State or Municipal flag, or the official flag of any institution or business is not considered a banner.

Sign, billboard; An off-premises sign, displayed out of doors or visible from a public way.

Sign, building-mounted: Any sign attached to or erected against the wall of a building, with the exposed face of the sign in a plane parallel with a plane of said wall.

Sign, capsule: A sign fabricated from metal, aluminum or some other material with a face constructed out of a panel product.

Sign, city facility: A sign erected and maintained by or on behalf of the City for the purpose of advancing the City's goals and vision established within the Grimes Strategic Plan, Grimes Comprehensive Plan, and Grimes Parks and Trails Plan.

Sign, commercial: A temporary or permanent sign which contains any message, statement or expression related to commercial interests.

Sign, obsolete: Any sign face remaining in place for a period of thirty (30) days or more which no longer advertises an activity, business, product, or service available.

Sign, detached rigid: A temporary sign, typically constructed out of a stiff or nonflexible material and mounted to poles/posts or a similar style support structure.

Sign, directional: A sign, other than warning and regulatory signs, which is located on private property for the purposes of directing traffic through the site or development. Examples of these signs include and are similar to enter and exit signs and drive-thru signs.

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Sign, electronic changeable copy: The graphical content, in letter or numerical form, of an electronic message board sign, which can be changed or altered automatically through electrical or electronic means.

Sign, electronic message board: A sign with an electronic changeable copy.

Sign face or surface: The copy area, background area, and the peripheral encasement, structural elements, or trim, which forms the outer perimeter of the sign.

Sign, ground-mounted: A ground sign that does not have any exposed pole or pylon, and is attached to a single columnar base. Ground-mounted signs shall be constructed with materials chosen for their consistency with the principal building, as well as their durability and strength, in addition to their aesthetic values. Ground-mounted signs are only permitted for non-residential uses.

Sign, ground-mounted sign structure: A ground-mounted sign together with its base and surround.

Sign height: The vertical distance from the average finished road grade at the sign location to the highest point of the sign.

Sign, manual changeable copy: The graphical content, in letter or numerical form, of a sign, which can be changed or altered by manual placement of letters or symbols.

Sign, non-commercial: A temporary or permanent sign which contains no message, statement or expression related to commercial interests.

Sign, nonconforming: A sign that does not conform to the regulations provided herein.

Sign, number of: For the purpose of determining the number of signs, a sign is considered to be a single display surface or displaying device containing elements organized, related and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements, each element is considered a single sign.

Sign, off-premise: Any sign advertising any products, accommodations, services or activities not provided on the premises in which the sign is placed.

Sign, building panel: A sign consisting of a frame which may be covered by a translucent material, which may be internally illuminated. The placement of individual letters at least one (1) inch in depth on a metal, stone, or Dryvit surface is not considered a panel sign.

Sign, person: Any form of signage that may be accomplished through gestures, signals, costumes, or carrying of "signs, temporary" (as defined in this section) by persons affiliated with a business to advertise, promote or draw attention to such business.

Sign, pole: A sign which is erected upon one or more posts or pylons directly in or upon the ground and not attached to, or braced by, any other structure.

Sign, political: A temporary sign erected for the purpose of soliciting votes or support for or in opposition to any candidate or any political party under whose designation any candidate is seeking nomination or election or any public question on the ballot in an election held under the laws of the State of Iowa.

Sign, portable: Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported by the means of wheels, trailers or chassis, whether or not the wheels are presently attached; signs constructed as or converted to A- or T-frames; menu and sandwich board signs; balloons or other hot air- or gas-filled figures; and signs attached to or painted on vehicles parked and visible from the public right-of-way and not being used in the normal day to day operations of the business excluding storage.

Sign, projecting: A sign attached to and projecting generally at right angles from a building wall or other structure.

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Sign, roof: A sign erected on or above the roof of a building.

Sign, service: A sign identifying parking and handicapped parking, restrooms, public telephone facilities, first aid stations, fallout shelters and other similar public service facilities.

Sign, subdivision: A sign identifying the name of a residential or commercial complex, subdivision, or neighborhood development included on a landscape feature including planter beds, fountains, decorative walls or fences.

Sign, temporary: Any residential or non-residential sign, not permanently attached to a building, post, or ground, including, but not limited to, banners, sandwich boards, sign persons, balloons, streamers, and air-filled figures, not to be continued after the expiration of the allowed time period.

Sign, temporary residential use: Any sign placed on a property that is residential in nature. For the purposes of these signs, multi-family uses shall not be considered residential uses.

Sign, temporary non-residential use: Any temporary sign placed on a property that is not residential in nature. For the purposes of these signs, multi-family uses are considered non-residential uses.

Sign, traffic control: A public or private sign, permanently installed to warn, regulate, and control vehicles, pedestrians and bicyclists. Examples of these signs include and are similar to stop signs, no parking signs, and speed limit signs.

Sign, vehicle: Any sign, logo, or advertisement placed, painted, attached, or displayed on a vehicle advertising a company, store or service and displayed in a manner to attract attention from off premises. Logoed vehicles parked in approved parking spaces shall not be considered vehicle signs.

Sign, video message board: An electronic sign or screen displaying videos, animations, or similar moving graphics.

Sign, yard: A small temporary sign, typically constructed out of corrugated plastic or similar lightweight material.

Solar access easement: An easement for the purpose of providing continued access to sunlight necessary to operate a solar collector.

Solar collector: A device or structure that transforms direct solar energy into thermal energy for the collection, storage and distribution of solar energy.

Solar energy system (SES): A system designed to convert solar radiation into usable energy for space or water heating or other uses.

Special event: A temporary, short-term use occurring outdoors and outside of the day-to-day operations of the principal use, including, but not limited to, concerts, fairs, festivals, fundraisers, promotions, community events, and block parties.

Special flood hazard area (SFHA): The land within a community subject to the "base flood." This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

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Start of construction: Substantial improvement; and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Story: That portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling or roof next above it is considered a story.

Story, half: A space under a sloping roof which has the line of intersection of roof decking and exterior wall face not more than four (4) feet above the top floor level.

Street line: The right-of-way line of a street or road.

Street or road, public: Any thoroughfare or public way not less than twenty (20) feet in width, which has been dedicated to the public or deeded to the City or County for street purposes; and also any such public way as may be created after enactment of this chapter, provided it is fifty (50) feet or more in width.

Structural alterations: Any replacement or changes in the type of construction or in the supporting members of the building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

Structure: Anything constructed or erected that requires location on or in the ground or attachment to something having a location on the ground, including, but not limited to, signs, communication equipment, renewable energy systems, buildings, pools, decks, patios, pergolas, retaining walls and fences.

Temporary business structure: A temporary structure which is four hundred (400) square feet or less when measured at the largest horizontal projection; is designed primarily for use as a business involving the sale of goods or services, and is placed in a single location for more than seven (7) consecutive days. A temporary business structure shall be considered a building and/or structure for the purposes of these zoning regulations.

Trailer park: See "mobile home park."

Travel trailer: See "recreational vehicle."

Travel trailer park: A parcel of land upon which two (2) or more spaces are provided, occupied or intended for occupancy by travel trailers for transient purposes.

Variance: A grant of relief by a community from the terms of the flood plain management regulations.

Vehicle sales: An establishment engaging in the retail sale or lease of new or used vehicles, including the sale or lease of cars, trucks, truck tractors, semi-trailers, buses, mobile homes, utility trailers, recreational vehicles (RVs), motorcycles, all terrain vehicles (ATVs), boats, personal watercraft, boat trailers, and similar vehicles.

Veterinary clinic: A place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use.

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Violation: The failure of a structure or other development to be fully compliant with the community's flood plain management regulations.

Wind energy system (WES): Equipment that converts and then stores or transforms kinetic energy from the wind into usable forms of energy. Such equipment includes, but is not limited to, turbines, towers, associated controls or conversion electronics, or any other components used in the system. A WES may include equipment that is used for pond aeration and/or pumping water.

Wind energy system, building-mounted: A wind energy system that is attached to, constructed on, or supported by a building.

Wind energy system, horizontal-axis: A wind energy system in which the turbine is fixed to an axis that is horizontal or parallel to the ground.

Wind energy system, tower-mounted: A wind energy system that is attached to the ground and is free-standing on a support pole or base.

Wind energy system, vertical-axis: A wind energy system in which the turbine is fixed to an axis that is vertical or perpendicular to the ground.

Yard: An open area at grade between a principal building and adjoining lot lines, which is unoccupied and unobstructed by any portion of the principal building from the ground upward.

Yard, front: A yard extending across the full width of the lot and measured between the front lot line and the front line of the principal building or any projection thereof, other than the projection of the usual steps, decks, and/or porches not covered by a permanent roof. On corner lots, the front yard shall be considered as the yard adjacent to the street upon which the lot has its least dimension. On double frontage lots, the front yard shall be considered as the yard facing the street upon which the lot is addressed.

Yard, rear: A yard extending across the full width of the lot and measured between the rear lot line and the rear line of the principal building or any projections thereof, other than the usual steps, decks, and/or porches not covered by a permanent roof. On corner lots, the rear yard does not extend across the full width of the lot; rather the width extends from the side lot line to the secondary front yard. On corner lots and interior lots, the rear yard is on the opposite end of the lot from the front yard.

Yard, secondary front: On a corner lot, the secondary front yard extends from the front yard to the rear lot line, and is located between the side street lot line and the nearest projection of the principal building. On double frontage lots, the secondary front yard is considered the yard on the opposite end of the lot from the front yard.

Yard, front portion of the secondary front: The portion of the secondary front yard that is located adjacent to the principal building and is located between the front yard and the rear line of the principal building. See Figure 12-5B.

Yard, rear portion of the secondary front: The portion of the secondary front yard that is not located adjacent to the principal building and is located between the rear lot line and the rear line of the principal building. See Figure 12-5B.

Yard, side: A yard extending from the front yard to the rear yard and measured between the side lot line and the principal building.

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Chapter 12-4 Deleted Definitions

~~**Garage, public**: A structure other than a private garage, used for the shelter or storage of motor-powered vehicles and in which the care, minor servicing and washing are accessory to the principal use.~~

~~**Lot, reversed frontage**: A corner lot, the side street line of which is substantially a continuation of the front lot line of the first platted lot to its rear.~~

~~**Wind generator**: An accessory structure, the purpose of which is to convert wind energy into thermal, mechanical or electrical energy and to transmit these forms of energy to storage or to a point of use. Wind generators are permitted only in the "A-1" district.~~

CITY OF GRIMES

12-5 General Regulations

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12-5-1 Conformance Required Generally:

Except as hereinafter specified, no building or structure shall be erected, placed, converted, enlarged, reconstructed or structurally altered, nor shall any building or land be used which does not comply with all of the district regulations established by this title for the district in which the building or land is located.

12-5-2 Permits Previously Issued

Nothing herein contained shall require any change in the overall layout, plans, construction, size, or designated use of any building or structure, or part thereof, for which approvals and required permits have been granted before the enactment of this title, the construction of which in conformance with such plans shall have been started prior to the effective date of this title and completion thereof carried on in a normal manner and not discontinued for reasons other than those beyond the builder's control unless otherwise specified within Section 12-5-3.

12-5-3 Nonconformities

Within the various districts established by this title or amendments that may later be adopted, there exist buildings, structures, and uses which were lawful prior to the adoption of the zoning ordinance codified in this title but which would be prohibited, regulated, or restricted under the provisions of this title. It is the intent of this section to permit these nonconformities to continue until they are removed, but not to encourage their survival. Such buildings, structures, and uses are declared by this section to be incompatible with permitted buildings, structures, and uses in the districts involved.

1. Continuing Existing Nonconformities. A lawful building, structure, or use existing at the time of the adoption of the zoning ordinance may be continued even though such building, structure, or use may not conform with the regulations of this title, so long as it remains otherwise lawful, subject to the following provisions:
   A. Any nonconformity in existence at the adoption of the zoning ordinance, which was not an authorized, legal nonconformity under previous zoning ordinances, shall not be authorized to continue as a legal nonconformity in accordance with this title, or amendments in this section.
   B. If no structural alterations are made, any nonconforming use of a building or structure may be changed to another use of the same or a more restricted classification. Such use shall not be changed to a less restrictive use.
   C. When a nonconforming use of a building, structure, or premises is discontinued or abandoned for twelve (12) months, the building, structure, and premises in combination shall not be used except in conformance with the regulations in the district in which it is located.
   D. Where nonconforming status applies to a building, structure and premises in combination, removal of the building or structure shall eliminate the nonconforming status of the land.
   E. Any nonconforming building or structure damaged more than fifty percent (50%) of its replacement cost exclusive of the foundations at the time of damage by any means shall not be restored or reconstructed, except in conformity with the provisions of this title. If the structure is less than fifty percent (50%) damaged above the foundation, it may be restored, reconstructed or used as before, provided that reconstruction is completed within twelve (12) months of such happening, and is built of like or similar materials as appropriate to the zoning district.
   F. No existing building or structure shall be enlarged, extended, reconstructed, moved, or structurally altered, unless in conformance with the established zoning regulations. However, whenever the recorded plat shows a building setback line along any frontage for the purpose of creating a front yard or secondary front yard, the building setback line thus shown on the recorded plat shall apply along such frontage in place of any other building setback line required in this title.
   G. Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of the zoning ordinance. No such use shall be extended to occupy any land outside such building or to occupy a larger square footage.
   H. No such nonconformity shall be moved in whole or in part to any other portion of the lot or parcel which was not occupied by such nonconformity at the effective date of adoption or amendment of the zoning ordinance, unless the proposed location does not increase the nonconforming status of the nonconformity and does not decrease the compatibility of the nonconformity with neighboring properties as determined by the Zoning Administrator.
   I. On any building considered nonconforming or devoted in whole or in part to any nonconforming use, work may be done on ordinary repairs or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing; provided that the cubic content of the building as it existed at the time of adoption or amendment of the zoning ordinance is not increased. This title shall not be construed to prohibit the improvement of any building or structure from a state of disrepair, neglect, or potentially harmful condition to a minimum level of safety as determined by the Building Official.

12-5-4 Zoning Districts Dividing Property

Where one (1) parcel of property is divided into two (2) or more portions by reason of different zoning district classification, each of these portions shall be used independently of the other in its respective zoning classification. For the purpose of applying the regulations of this title, each zoning district portion shall be considered as if it were an individual lot and therefore required to meet the bulk requirements of the zoning district.

12-5-5 Lot and Use Requirements

No part of a yard or other open space, or off-street parking or loading space provided about any building, structure, or use for the purpose of complying with the provisions of this title shall be included as part of a yard, open space, or off-street parking or loading space required under this title for another building, structure, or use, unless such buildings, structures, and uses are located on the same parcel or a shared parking agreement is in place.

12-5-6 Vision Clearance

1. Purpose. The purpose of this provision is to prevent obstructions on private property which substantially impair or interfere with the visibility of pedestrian or vehicular movement on and along public streets and sidewalks, create an unreasonable risk of death, personal injury and/or property damage and otherwise interfere with the unobstructed and safe use of the public right-of-way.
2. Placement. No sign shall be erected, placed, or allowed to be situated in such a manner as to materially impede vision between a height of two and one-half (2 ½) and ten (10) feet above the centerline grades of intersecting streets or an intersecting street and private driveway in the area bounded by the street or driveway lines of such intersections and a line joining points along said street or driveway lines twenty-five (25) feet from the point of intersection. See Figure 12-5A.
3. Analysis. Staff may require an engineering analysis to be performed and submitted for review before permits are issued. Based on the analysis, differing greater or lesser dimensions may be required based upon the current standards of the Institute of Transportation Engineers or the Association of American State Highway Officials.

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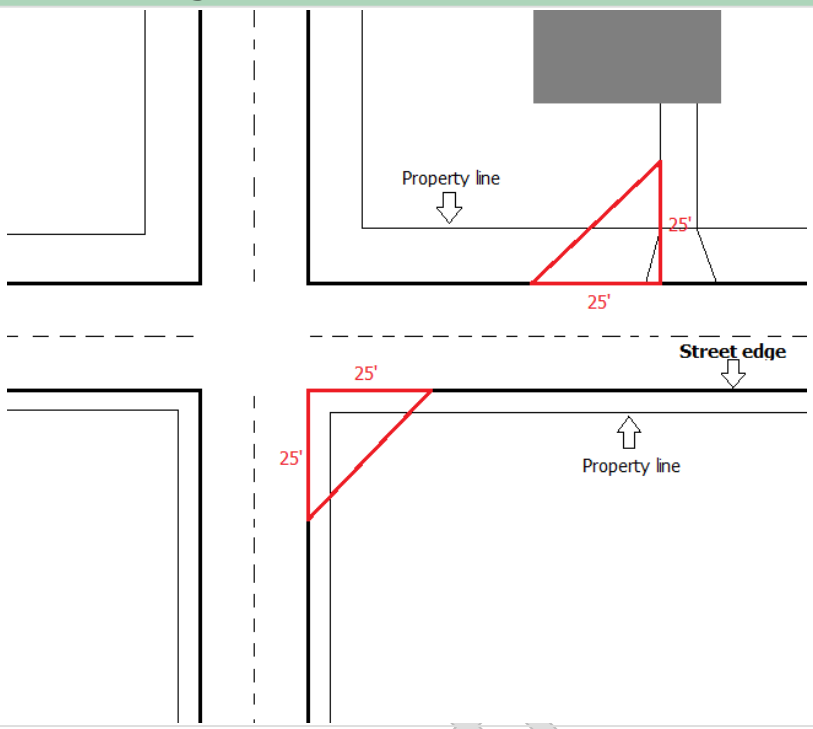
Figure 12-5A Vision Clearance



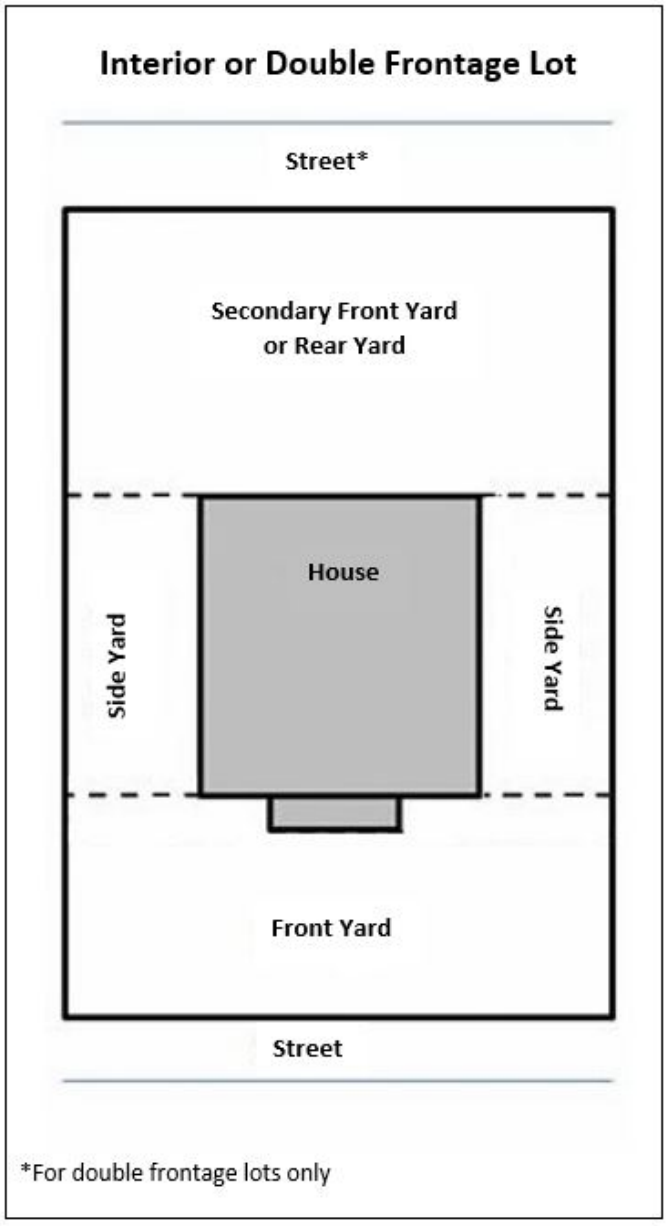
12-5-7 Street Frontage Required

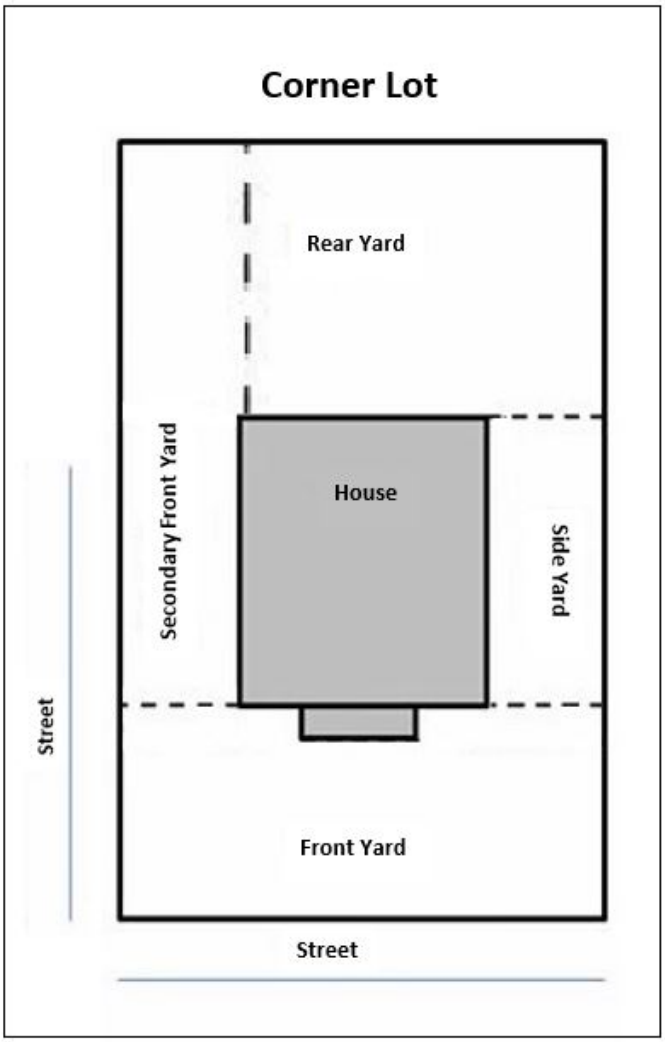
Except as permitted in Chapter 12-15 of this title, no lot shall contain any building used in whole or in part for residential purposes unless such lot abuts for at least twenty (20) feet on at least one (1) public street, or unless it has an exclusive unobstructed private easement of access or right-of-way of at least twenty (20) feet wide to a street; and there shall be not more than one (1) single-family dwelling for such frontage or easement. Easements provided for two (2) or more such single-family dwellings or for one (1) or more two-family or multiple dwellings shall either be at least thirty (30) feet wide for driveway only or at least fifty (50) feet wide for driveway with common utility service lines.

12-5-8 Corner Lots

1. For corner lots platted and recorded as of February 28, 2023, the minimum required lot width shall be increased by at least twenty (20) feet so as to allow for the additional required secondary front yard, that is, for a minimum required lot width of sixty (60) feet, the minimum width of a corner lot shall be at least eighty (80) feet.
2. On corner lots platted and recorded as of February 28, 2023, the buildable envelope shall not be required to be reduced to a width less than twenty-eight (28) feet in order to meet the additional lot width required by subsection 12-5-8.1.
3. On corner lots platted and recorded prior to December 7, 1959, the side yard regulations shall apply to the longer street side of the lot, except in the case where the principal building faces the longer street side of the lot. In such case, there shall be a side yard on the shorter street side of the corner lot of not less than fifty percent (50%) of the front yard required on the lots to the rear of such corner lot. However, this regulation shall not be interpreted to reduce the buildable width of the principal building facing the longer side of the lot to less than twenty-eight (28) feet nor prohibit the erection of an accessory building.

Figure 12-5B Interior Lot, Double Frontage Lot, and Corner Lot

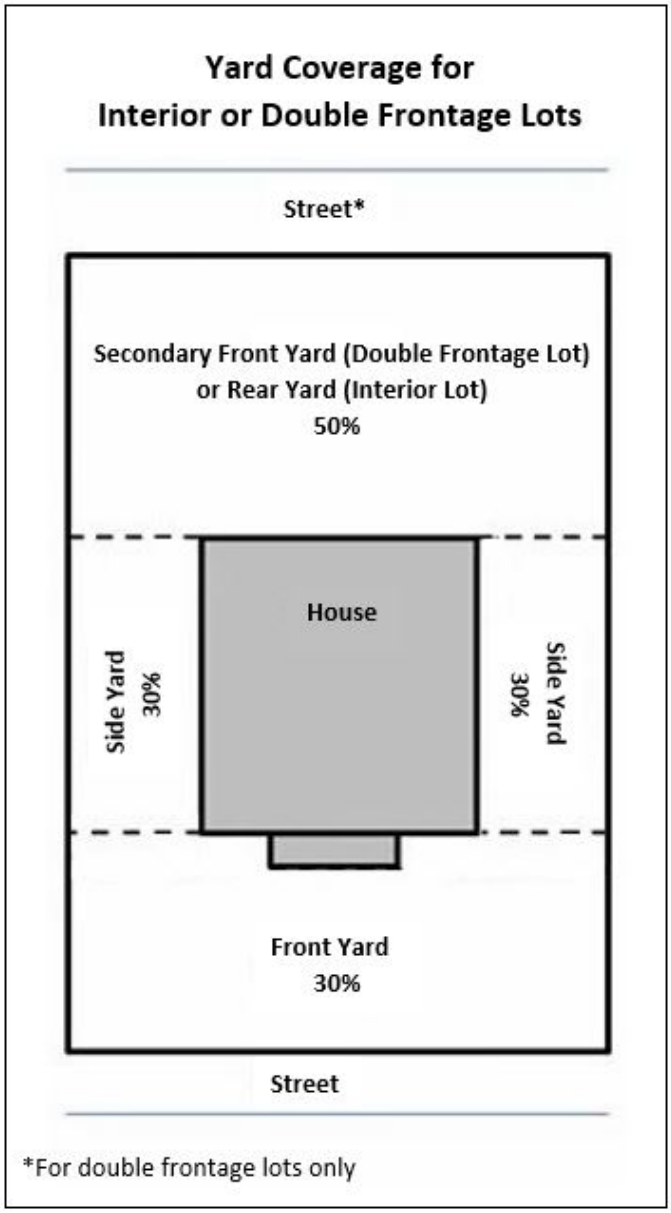


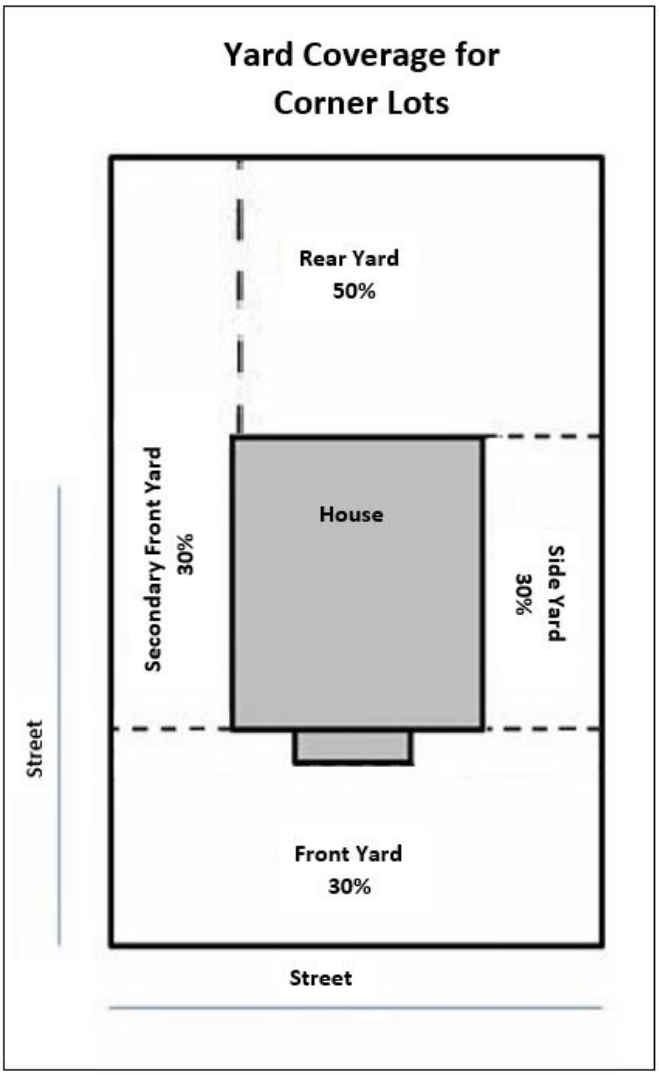


12-5-9 Residential Yard Coverage

Residential Yard Coverage Area. No more than thirty percent (30%) of front, side, and secondary front yards shall be impervious, and no more than fifty percent (50%) of rear yards shall be impervious. A secondary front yard on a double frontage lot shall be no more than fifty percent (50%) impervious. This shall not prohibit the construction of a permitted driveway to support access to a garage, one (1) additional parking stall, or required sidewalks and walkways.

Figure 12-5C Yard Coverage for Interior Lots, Double Frontage Lots, and Corner Lots





12-5-10 Accessory Buildings

1. Accessory Buildings on Agricultural Zoned Property.
   A. Accessory buildings shall follow the A-1 setback and height requirements, except the front and rear yard setback shall be thirty-five (35) feet.
   B. An accessory building shall follow the yard coverage requirements in Section 12-5-9.
   C. Accessory buildings shall be designed with neutral colors, such as black, white, brown, beige, gray, or green, or colors that match the primary building.
   D. Accessory buildings shall be standard construction or prefabricated buildings. The use of storage or shipping containers shall not be permitted.

E. Accessory buildings shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.

2. Accessory Buildings on Residential Property.
   A. This subsection shall apply to the following zoning districts: R-1, R-2, R-2 60, R-2 70, R-5.
   B. No accessory building shall be erected within a front yard or front portion of the secondary front yard.
   C. Accessory buildings shall be at least five (5) feet from lot lines of adjoining lots. On corner lots and double frontage lots, accessory buildings shall be at least ten (10) feet from a property line adjacent to a street frontage.
   D. Accessory buildings shall follow the yard coverage requirements in Section 12-5-9.
   E. Accessory buildings shall not exceed fifteen (15) feet in height.
   F. The regulations within this section shall not be interpreted to prohibit the construction of a five hundred fifty (550) square foot garage on lots where no attached or detached garage is existing.
   G. Accessory buildings shall be designed with neutral colors, such as black, white, brown, beige, gray, or green, or colors that match the primary building.
   H. Accessory buildings shall be standard construction or prefabricated buildings. The use of storage or shipping containers shall not be permitted.
   I. Accessory buildings shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.
3. Accessory Buildings on Multi-Family, Commercial and Industrial Property.
   A. This subsection shall apply to the following zoning districts: R-3, C-1, C-2, C-3, M-1A, M-1, M-2, M-3.
   B. Accessory buildings shall be subject to site plan approval.
   C. Accessory buildings shall be designed to match the building materials and colors of the primary building. Accessory buildings shall be primarily neutral in color, such as black, white, brown, beige, gray, or green.
   D. Accessory buildings shall meet any respective overlay requirements in Section 12-11-1 or 12-11-2.
   E. Accessory buildings shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.
4. Accessory Buildings within Planned Unit Developments (PUD).
   A. Accessory buildings shall follow the standards established within the PUD documents.
   B. If no specific standards are established within the PUD, accessory buildings shall follow the appropriate accessory building standards established within this section based on the land use type within the PUD and any applicable overlay requirements in Section 12-11-1 or 12-11-2.
   C. Accessory buildings shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.

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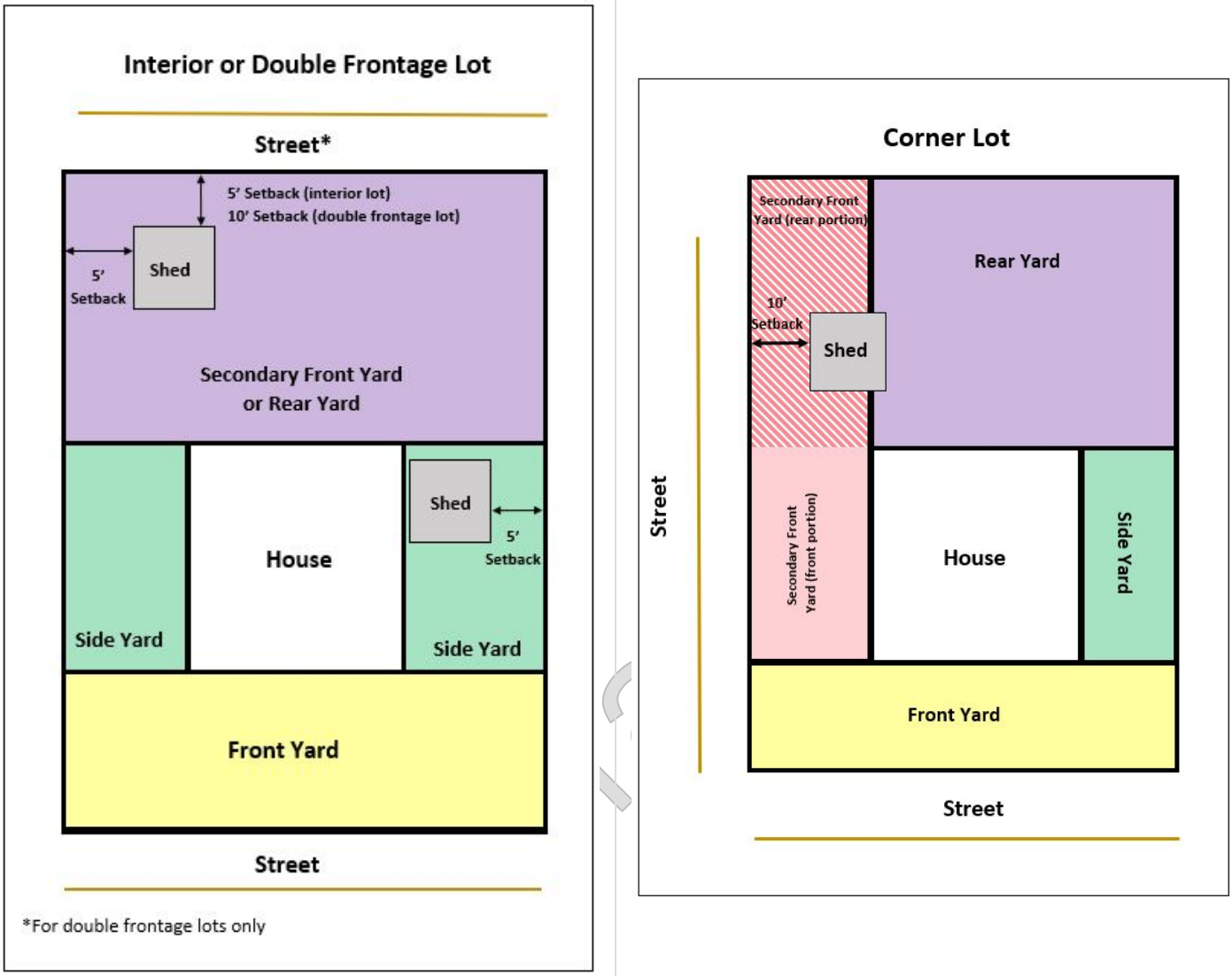
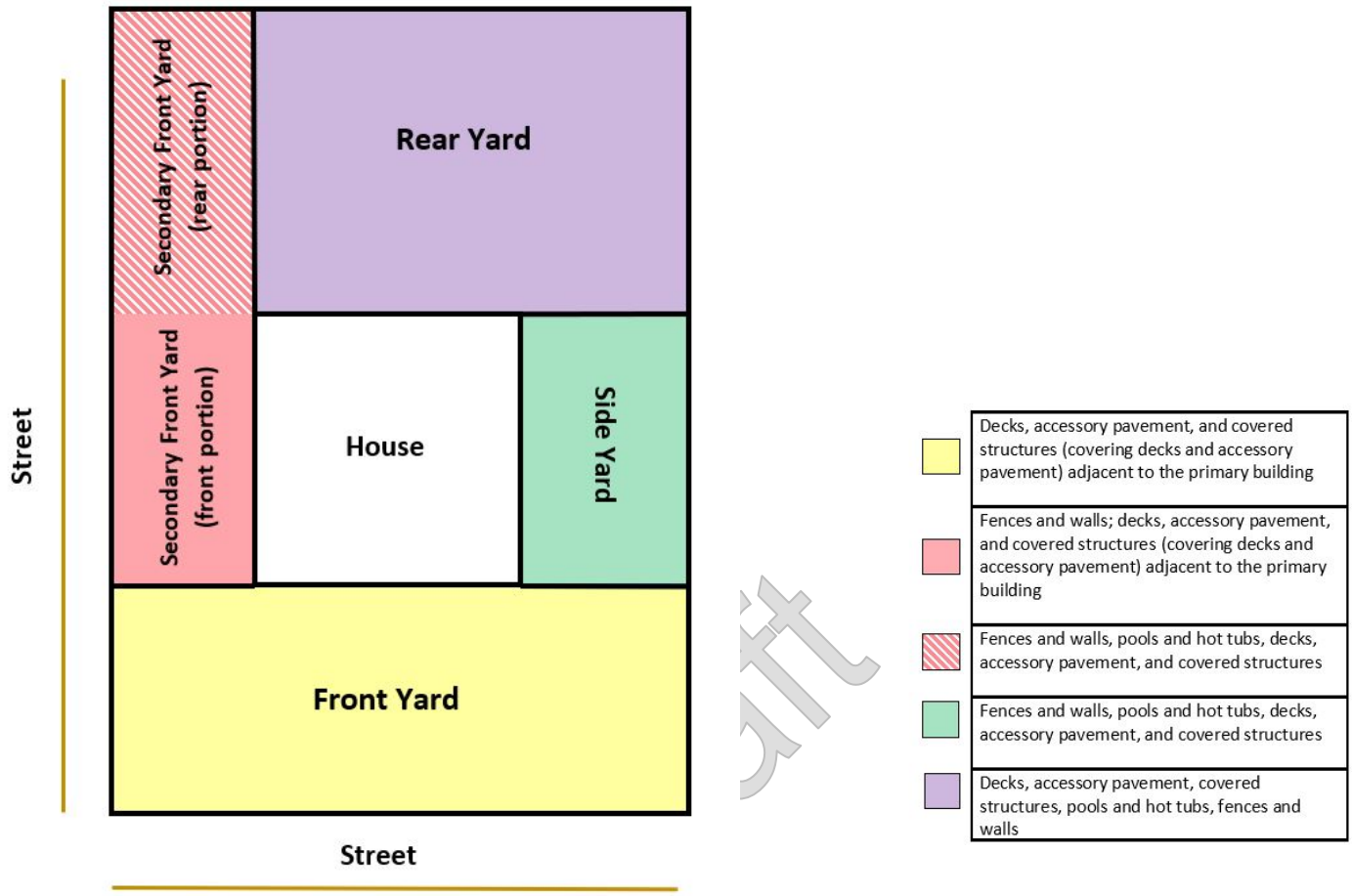
Figure 12-5D Accessory Buildings



12-5-11 Accessory Structures

1. Accessory Structures on Residential Property.
   A. General Regulations:
      1. Accessory structures are permitted within any yard unless otherwise specified in this section.
      2. All accessory structures shall have a minimum five (5) foot side yard and rear yard setback.
      3. Any accessory structure constructed within a front yard shall have a minimum fifteen (15) foot front yard setback.
      4. Any accessory structure constructed within a secondary front yard shall have a minimum ten (10) foot secondary front yard setback.
      5. Yard coverage requirements stated in Section 12-5-9 shall apply to all accessory structures.

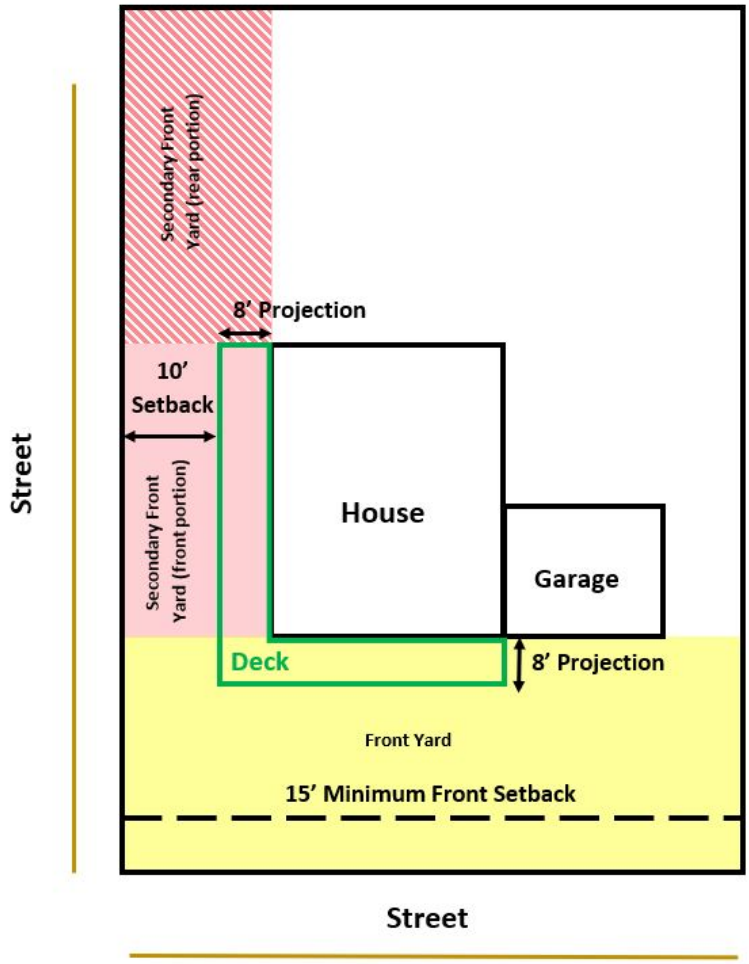
Figure 12-5E Accessory Structures



B. Permitted accessory structures include, but are not limited to, the structures listed below. Any structure not specifically listed shall be subject to review by the Zoning Administrator.

1. Decks.
   a. Permit required. No deck may be constructed without a deck permit issued by the Building Official. A permit application must be submitted along with plan drawings for the proposed deck.
   b. Decks shall not project more than eight (8) feet from the primary building when located in the front yard or the front portion of the secondary front yard. Decks located in the front yard shall be connected to the non-garage portion of the building. See Figure 12-5F.
   c. Any deck covered by a permanent roof or covered structure attached to the primary building shall comply with the primary building setbacks.
   d. Additional requirements related to construction and safety standards shall comply with the building code.

Figure 12-5F Decks in Front Yards and Secondary Front Yards



2. Accessory pavement, such as patios, sports courts, pool deck, driveways, or similar structures.
   a. Driveways shall have a minimum side yard setback of two (2) feet. Additional requirements for driveways can be found in Section 12-15-4 of this title.
   b. Accessory pavement in the front yard or front portion of the secondary front yard shall be located adjacent to the principal building. See Figure 12-5E.
3. Covered structures, such as pergolas, awnings, canopies, or similar structures.
   a. Covered structures located within front yards or the front portion of the secondary front yard shall only be permitted to be constructed on a compliant deck, porch, or patio adjacent to the principal building.
   b. Covered structures located in the rear portion of the secondary front yard shall have a minimum setback of ten (10) feet from the property line along the street frontage. See Figure 12-5E.
   c. All footings for covered structures shall meet the required setbacks stated in this section.
   d. The roof of a covered structure may overhang the required setback line by no more than twenty-four (24) inches.

e. Any covered structure attached to the primary building shall follow the primary building setbacks.

4. Pools and Hot Tubs.
   a. Permit required. No person shall construct or allow to be constructed any alteration, addition, remodeling or other improvements to a swimming pool without a permit.
   b. Permitted pools and hot tubs shall not be constructed in the front yard or the front portion of the secondary front yard.
   c. Additional requirements related to construction and safety standards shall comply with the building code.
5. Fences and Walls.
   a. General Regulations.
      i. Permit Required. No fence or wall may be constructed without a fence permit issued by the Zoning Administrator. A permit application must be submitted along with plan drawings for the proposed fence or wall.
      ii. Prohibited Fences and Walls.
         1. Fences and walls may not be installed anywhere within a twenty-five (25) foot vision triangle.
         2. A fence or wall may not be designed to cause pain or injury to humans or animals. Therefore, the use of spikes, broken glass, barbed wire, razor wire, nails, electrical charge or other similar materials shall be prohibited, unless specified otherwise in this section.
         3. Fences and walls shall not be located upon any property, unless a permitted principal use of the property is present, or an appropriate lot-tie agreement has been approved.
      iii. Construction and Maintenance. All fences shall be constructed in a sound and sturdy manner and shall be maintained in a good state of repair, including the replacement of defective parts, painting, and other acts required for maintenance. The Zoning Administrator, or their designee, after ten (10) days notice to the owner, may order the removal of any fence or wall that is not maintained in accordance with the provisions of this code and assess the cost of fence or wall removal against the property where said fence or wall is located. An extension of time may be granted, upon filing a verified statement that the delay is not a result of any act of the property owner or renter.
   b. Fence Design Requirements.
      i. Height. Fence height shall not exceed six (6) feet in all residential zoning districts.
      ii. Finished Side. All fences shall be constructed such that the finished side of the fence is facing the street or adjoining property.
      iii. Front Yard. No fence may be constructed in a front yard, with the exception of ornamental-style fences. For the purpose of this ordinance, an ornamental fence shall be defined as a fence that is less than thirty-six (36) inches in height and is constructed of a style that is decorative and one that does not provide screening or security.
      iv. Multiple Frontage Lot. Fences constructed within any secondary front yard shall be constructed no closer than ten (10) feet from the property line.
      v. Fences along Trails and Sidewalks. Fences constructed along trails or sidewalks shall be constructed with a minimum setback of three (3) feet from the trail or sidewalk pavement. However, if a trail or sidewalk runs along a public street, the setback shall be ten (10) feet from the property line.

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Table 12-5A Residential Fence Regulations			
Lot Type	**Interior Lot**	**Corner Lot**	**Double Frontage**
Max Height	6 Feet	6 Feet	6 Feet
Front Setback	Front of Principal Building	Front of Principal Building	Front of Principal Building
Side Setback	0 Feet	0 Feet	0 Feet
Secondary Frontage Setback	N/A	10 Feet	10 Feet
Rear Setback	0 Feet	0 Feet	N/A

vi. Permitted Materials. Fences shall be constructed out of customarily used materials such as chain link, wrought iron, aluminum, wood, polyvinyl chloride (PVC), ornamental woven wire, stone, masonry or other similar materials. Chain link type fences or ornamental woven wire fences shall not include plastic or wood slats or strips, bamboo, or reed that are intended to make the fence opaque. Wood fences shall be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay.

vii. Coloring. All fences and walls must be of an earth tone, neutral, or natural color such as white, black, gray, tan, brown, or green. Bright, fluorescent or metallic colors are not permitted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on fences, unless it is a sign that has been properly permitted under the sign ordinance.

viii. Temporary Fencing. The use of materials such as sheet metal, chicken wire, temporary construction fencing, snow fencing, woven wire commonly used for the penning of livestock or other animals or similar materials shall not be permitted for permanent fencing.

ix. Prohibited Materials. A fence shall not be constructed or covered with paper sheets or strips; cloth or fabric tarps, sheets or strips; plastic or vinyl tarps, sheets, mesh, or strips; bamboo; reed; or plywood sheeting.

c. Fencing and Walls for Accessory Structures.

i. Animal Runs. Domesticated animal runs in residential districts are permitted in rear yards with a five (5) foot setback from all lot lines. Adequate screening shall be provided to reduce visibility and noise to adjoining property owners. Domesticated animal runs shall not exceed six (6) feet in height.

ii. Pools and Hot Tubs. Pools and hot tubs with the capability of holding water at least twenty-four (24) inches in depth shall be surrounded by a fence at least four (4) feet in height. Pools with a power safety cover or spas with a safety cover complying with ASTM F 1346 shall not be required to be surrounded by a fence.

d. Retaining Walls. Retaining walls are not required to follow the fence and wall yard, setback, and height requirements established in this section. However, retaining walls shall be subject to the requirements of the twenty-five (25) foot vision triangle. Retaining walls should not be installed in the front yard setback whenever possible.

i. Setback. Retaining walls shall be set back from side and rear property lines one (1) foot for every one (1) foot of height, unless a mutual written agreement on the height and location of the retaining wall has been made with the adjoining property owner(s). Retaining walls shall be set back at least three (3) feet from any public right-of-way.

ii. Retaining walls which are more than four (4) feet in height shall be structurally engineered. The written design specifications, elevations and site plan showing the exact location of the

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wall shall be provided along with the required building permit application to the Building Official.

iii. In the case of retaining walls supporting embankments in all zoning districts, the above requirements shall apply only to that part of the wall above the ground surface of the retained embankment. Additionally, such wall retaining embankments of a vertical distance greater than thirty (30) inches shall have a handrail, guardrail, or landscaping to minimize the possibility of an accidental fall from the upper surface to the lower level approved by the Zoning Administrator.

2. Accessory Structures on Multi-Family, Commercial and Industrial Property.

A. General Regulations.

1. These regulations shall apply to the following zoning districts: R-3, C-1, C-2, C-3, M-1A, M-1, M-2, M-3.
2. Accessory structures shall be subject to site plan approval.
3. Accessory structures shall meet any applicable overlay requirements in Section 12-11-1 or 12-11-2.
4. Accessory structures shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.

B. Fences and Walls.

1. General Regulations.
   a. For commercial or industrial zoned areas, the permit application for a proposed fence or wall must include a revised site plan which demonstrates that the proposed fence or wall is compliant with Grimes Zoning Ordinances.
   b. Prohibited Fences and Walls.
      i. Fences and walls may not be installed anywhere within a twenty-five (25) foot vision triangle.
      ii. A fence or wall may not be designed to cause pain or injury to humans or animals. Therefore, the use of spikes, broken glass, barbed wire, razor wire, nails, electrical charge or other similar materials shall be prohibited, unless specified otherwise herein.
      iii. Fences and walls shall not be located upon any property, unless a permitted principal use of the property is present, or an appropriate lot-tie agreement has been approved.
   c. Construction and Maintenance. All fences shall be constructed in a sound and sturdy manner and shall be maintained in a good state of repair, including the replacement of defective parts, painting, and other acts required for maintenance. The Zoning Administrator, or their designee, after ten (10) days notice to the owner, may order the removal of any fence or wall that is not maintained in accordance with the provisions of this code and assess the cost of fence or wall removal against the property where said fence or wall is located. An extension of time may be granted, upon filing a verified statement that the delay is not a result of any act of the property owner or renter.
2. Fence Design Regulations.
   a. Requirements. Fence height shall not exceed eight (8) feet in all commercial or industrial districts, however, fence height shall not exceed six (6) feet in height in a front yard or along a street frontage. Fences within R-3 districts shall not exceed six (6) feet in height.
   b. The fence shall be constructed such that the finished side of the fence is facing the street or adjacent property.

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c. Multiple Frontage Lot. Fences constructed within any front or secondary front yard shall be constructed no closer than ten (10) feet from the property line.

d. Front Yard. No opaque fence may be constructed in any front yard.

e. Additional Industrial Requirements. Facilities listed below shall have a berm, or a brick or wood privacy fence no less than six (6) feet in height, which completely obscures the property. There shall be a maximum of one (1) opening in the berm, wall or fence facing any public street for each two hundred (200) feet of length.

   i. Mini storage and warehouse facilities

   ii. Automobile, tractor, or machinery wrecking and used parts yards

   iii. Salvage, iron or rags, storage or bailing, and waste paper yards

   iv. Other similar activities/uses as permitted by the Zoning Administrator

f. Materials. Fences are to be constructed out of customarily used materials such as chain link, wrought iron, aluminum, wood, polyvinyl chloride (PVC), ornamental woven wire, stone, masonry or other similar materials. Chain link type fences or ornamental woven wire fences shall not include plastic or wood slats or strips, bamboo, or reed that are intended to make the fence opaque. Wood fences shall be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay.

g. Coloring. All fences and walls must be of an earth tone, neutral, or natural color such as white, black, gray, tan, brown, or green. Bright, fluorescent or metallic colors are not permitted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on fences, unless it is a sign that has been properly permitted under the sign ordinance.

h. Temporary Fencing. The use of materials such as sheet metal, chicken wire, temporary construction fencing, snow fencing, woven wire commonly used for the penning of livestock or other animals or similar materials shall not be permitted for permanent fencing.

i. Prohibited Materials. A fence shall not be constructed or covered with paper sheets or strips; cloth or fabric tarps, sheets or strips; plastic or vinyl tarps, sheets, mesh, or strips; bamboo; reed; or plywood sheeting.

3. Fencing and Walls for Accessory Structures.

   a. Dumpster Enclosures.

      i. Dumpster enclosures shall have a minimum setback of five (5) feet from side and rear property lines and a minimum setback of ten (10) feet from street frontages.

      ii. All trash and recycling container enclosures shall consist of an enclosed masonry surrounding wall between six (6) and eight (8) feet in height, with an appropriate opaque, metal-framed gate. Gates shall not be constructed with chain link and slats. The gate shall not face a public street and shall be mounted on durable metal posts to withstand heavy use or damage. The enclosure shall be consistent in architecture and materials with the principal structure. The enclosure shall screen garbage and/or recycling containers.

      iii. As of February 28, 2023, all multi-family properties that did not provide a dumpster enclosure upon site plan approval shall be responsible to provide an enclosure. The enclosure shall screen both garbage and recycling containers, and may consist of an opaque composite or architectural metal material with an opaque metal-framed gate.

   b. Animal Runs. Domesticated animal exercise yards in commercial or industrial districts may be indoors or outdoors. If outdoors, the structure shall be screened with solid fencing, eight (8) feet in height, and shall be set back at least ten (10) feet from any adjacent property line. Domesticated animal exercise yards in R-3 districts shall follow the residential animal run fencing and screening requirements.

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4. Retaining Walls. Retaining walls are not required to follow the fence and wall yard, setback, and height requirements established in this section. However, retaining walls shall be subject to the requirements of the twenty-five (25) foot vision triangle. Retaining walls should not be installed in the front yard setback whenever possible.
   a. Setback. Retaining walls shall be set back from side and rear property lines one (1) foot for every one (1) foot of height, unless a mutual written agreement on the height and location of the retaining wall has been made with the adjoining property owner. Retaining walls shall be set back at least three (3) feet from any public right-of-way.
   b. Retaining walls which are more than four (4) feet in height shall be structurally engineered. The written design specifications, elevations and site plan showing the exact location of the wall shall be provided along with the required building permit application to the Building Official.
   c. In the case of retaining walls supporting embankments in all zoning districts, the above requirements shall apply only to that part of the wall above the ground surface of the retained embankment. Additionally, such wall retaining embankments of a vertical distance greater than thirty (30) inches shall have a handrail, guardrail, or landscaping to minimize the possibility of an accidental fall from the upper surface to the lower level approved by the Zoning Administrator.

3. Accessory Structures within Planned Unit Developments (PUD).
   A. Accessory structures shall follow the standards established within the PUD documents.
   B. If no specific standards are established within the PUD, accessory structures shall follow the appropriate accessory structure standards established within this section based on the land use type within the PUD and any applicable overlay requirements in Section 12-11-1 or 12-11-2.
   C. Accessory structures shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.
4. Specific Exceptions.
   A. Barbed wire and electric fences shall not be allowed to enclose any property without the consent of the City Council, and may be granted only for property that consists of ten (10) or more acres and is used primarily as agricultural land.
   B. An exception may be approved by the Zoning Administrator, or their designee, for sun and/or wind screen material applied to fences directly associated with sports or recreation facilities including tennis courts, baseball fields, basketball courts, football fields, running tracks and soccer facilities.
   C. Temporary construction and special event fences, barricades, railings, or other similar barriers installed to provide temporary site security and/or safety in conjunction with construction work or special events may be allowed in any district during periods of construction or the duration of the special event. Any such temporary fences shall be removed upon completion of the construction work or special event. Permit applications under this section shall specify the duration and purpose for which the fences, barricades, railings or other barriers will be in place. Time extensions may be given after review and approval by the Zoning Administrator or their designee.
   D. Fences or walls installed as a method of screening mechanical equipment may exceed height limitations of the specific zoning district to effectively screen mechanical equipment. The fence or wall shall be located in direct proximity to the equipment. All requested fences or walls shall be opaque in design and be built out of materials consistent with the architecture and materials of the principal building. Any open area required for ventilation of the equipment shall be designed to prevent full view of the equipment. The design of the screen fence or wall and the height required for full screening shall be provided at the time of a building permit or site plan application, and are subject to recommendation of the Zoning Administrator and approval by the City Council.

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12-5-12 Home Occupations

Subject to the limitations of this section, any home occupation that is customarily incidental to the principal use of a building as a dwelling shall be permitted in any dwelling unit. Any question of whether a particular use is permitted as a home occupation, as provided herein, shall be determined by the Zoning Administrator pursuant to the provisions of this section. The regulations of this section are designed to protect and maintain the residential character of established neighborhoods while recognizing that certain professional and limited business activities have traditionally been carried on in the home. This section recognizes that, when properly limited and regulated, such activities can take place in a residential structure without changing the character of either the neighborhood or the structure.

Accessory Use. Home occupations shall be permitted as an accessory use in all residential zoning districts subject to compliance with the regulations within this section and any other applicable law.

1. No-Impact Home-Based Business. A no-impact home-based business means a home-based business for which all the following apply:
   A. Use Limitations. In addition to all the use limitations applicable to the district in which it is located, no home occupation shall be permitted unless it complies with the following restrictions:
      1. All home occupation uses shall be registered, licensed, and operated in compliance with all Federal, State or County regulations.
      2. The total number of on-site employees and clients shall not exceed the City occupancy limit for the residential property.
      3. Fifty-one percent (51%) of the floor area of the dwelling unit shall be devoted to the usage of a primary residence.
      4. Customer or client interaction occurring within the dwelling shall be between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.
      5. No alteration of the principal residential building shall be made which changes the character and appearance thereof as a dwelling.
      6. The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory structure thereto, and in no event shall such use be apparent from any public way or adjoining property.
      7. There shall be no outdoor storage of equipment or materials used in the home occupation.
      8. There shall be no on-street parking or substantial increase in traffic within the residential area due to the business.
      9. No mechanical, electrical or other equipment which produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.
      10. No home occupation shall be permitted which is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
      11. No sign, other than one (1) unlighted sign not over one (1) square foot in area attached flat against the dwelling shall be permitted for a home occupation.
      12. There shall be no off-premises signs, radio, television, newspaper, handbill or similar types of advertising linking the premises with the home occupation.
      13. Deliveries to or from the property shall be limited to the services provided by routine residential carriers.

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2. Home Occupations Permitted. Customary home occupations include, but are not limited to, the following list of occupations; provided, however, each such home occupation is subject to the use limitations set out in subsection 1 of this section:
   A. Providing instruction to students.
   B. Office facilities when no retail or wholesale sales are made or transacted on the premises.
   C. Studio of an artist, photographer, draftsman, writer or composer.
   D. Shop of a beautician, barber, hair stylist, dressmaker, or tailor.
   E. Daycare services when hours of operation are limited to between 6:00 a.m. and 7:00 p.m., Monday through Friday.
   F. Repair and maintenance of automobiles, yard equipment, appliances and other similar products, when all maintenance and storage activities occur within the dwelling or an approved accessory building.
   G. Other similar uses as determined by the Zoning Administrator.
3. Any home occupation use that is not similar to the uses listed in subsection B above, as determined by the Zoning Administrator, shall require a special use permit to be issued by the Board of Adjustment.

12-5-13 Adult Uses

In adopting the zoning ordinance, it is recognized that adult-use businesses have certain objectionable side effects which render these businesses incompatible when the adult businesses are located close to or adjacent to residential, public, and other family-oriented uses. This section seeks to ensure that adult-use businesses will be located in a manner which is determined to be compatible with residential, public, family-orientated businesses and the public health and welfare of Grimes residents.

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1. Location. No person, whether as principal or agent, clerk or employee, either for themselves or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own or operate any adult-use business in the following locations:
   A. In any zoning district other than M-1 Limited Industrial, M-2 Light Industrial, or M-3 Heavy Industrial.
   B. In any overlay district.
   C. Within seven hundred fifty (750) feet of any residentially zoned or used property, or any property designated on the City's comprehensive plan as residentially orientated.
   D. Within seven hundred fifty (750) feet of any parcel of real property upon which is located any of the following facilities:
      1. Any residentially zoned or used property.
      2. A children's daycare, nursery school, preschool, elementary school, junior high school, or senior high school.
      3. A church which conducts religious programs.
      4. Park or recreational facilities operated and improved by the City, Polk or Dallas County, the Polk or Dallas County conservation board or the State of Iowa.
      5. Within seven hundred fifty (750) feet of any other adult entertainment facility.
2. Measurement of Distance.
   A. From Adult Uses. The distance between any two (2) adult-use businesses shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of each business.
   B. From Other Uses. The distance between any adult-use businesses and any religious institution, school or public park, governmental office, supermarket, restaurant, or any property designated for

residential use or used for residential purposes shall be measured in a straight line, without regard to intervening structures, from the closest property line of the adult entertainment facility to the closest property line of the religious institution, school, public park, governmental office, supermarket, restaurant or the property designated for residential use or used for residential purposes.

3. Restrictions. All building openings, entries, windows, etc., shall be located, covered, or screened in such a manner to prevent a view into the interior from public or semipublic area; and for construction, and whenever else it seems feasible by the City, the building shall be orientated so as to minimize any possibility of viewing the interior from public or semipublic areas.

12-5-14 Outdoor Temporary Uses

1. Permit Not Required. The following outdoor temporary uses do not require a City permit; however, such activities shall follow the general operating requirements, site requirements, and inspections, and obtain approvals from Federal, State, and County entities as established within this section:
   A. Sales activities by a charitable, educational or religious organization which is exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code when the proceeds thereof shall be applied to the payment of the expenses thereof and to the charitable or religious objective for which the charitable or religious society exists, provided that such sales are not conducted by such organization in excess of three (3) consecutive days in any seven (7) day period at the same location.
   B. Yard Sales. The casual and occasional sales of used household goods by the owner thereof to the public, if the seller, at the time of the sale, is not engaged for profit in the business of selling goods of that or a similar nature, so long as such sales are not conducted in excess of four (4) consecutive days and no more than two (2) times annually.
   C. Public Property. Temporary sales and special events can be held on public property with permission of the Grimes City Council.
   D. Emergency Response Sites. Sales of food and beverages at the site of an emergency or disaster with the permission of the Sheriff, Fire Chief or Grimes City Administrator.
   E. Mobile food vendors and pushcarts.
   F. Private events on residential zoned property.
2. Permit Required.
   A. Except for those exempt activities identified above, every outdoor temporary use shall obtain a permit from the Development Services Director or their designee at least seven (7) days prior to the start of the event or sales period.
   B. Temporary Sales. No more than twelve (12) sales periods shall be permitted per year for up to one hundred twenty (120) total days per year.
   C. Special Events. Each special event shall be granted for no longer than seven (7) consecutive days. Each property owner or tenant shall be permitted to hold up to twelve (12) special events per year.
3. Site Requirements. An outdoor temporary use permit shall not be issued unless the premises upon which the outdoor temporary use is located satisfies the following requirements:
   A. All applicable requirements of this article, the City Code, the Iowa Code and the Iowa Administrative Code.
   B. Temporary sales premises shall be within a commercial or industrial zoning district. Special events may be held within residential zoning districts upon determination by the Zoning Administrator, or their designee, that the event is compatible with residential uses.
   C. All trailers, vehicles, tents, equipment, and areas used for the storage, display or sale of food or merchandise shall be set back at least ten (10) feet from property lines, and outside any required fire

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lanes and drive approaches. Due to extenuating circumstances, alternative location and/or additional setback may be required.

D. The outdoor temporary use premises must provide at least three (3) paved off-street parking spaces served by a paved driveway from the public right-of-way. The outdoor temporary use may share parking required for use by an existing business on the site if the available parking is sufficient to serve the normal operations of both. The available parking shall be presumed to be insufficient to serve the normal operations of both businesses if within the past year the operation of an outdoor temporary use at the site has caused an overflow of customer or employee parking into the street or other private parking lots in the vicinity. Parking arrangements shall be provided to serve the outdoor temporary use and not disrupt the traffic and parking needs for public streets and neighboring property owners.

E. Restroom facilities must be provided for the business or event staff on the licensed premises or by agreement for the use of restroom facilities located within five hundred (500) feet of the licensed premises.

F. An outdoor temporary use permit shall not be issued for the operation of more than one (1) special event or temporary sale on a parcel on the same day. However, any number of mobile food vendors and pushcarts may operate on a single parcel with a special event or temporary sale provided all site and mobile food vendor or pushcart requirements are met.

4. Mobile Food Vendor Vehicles.

A. Class I, II, III and IV are allowed on private property.

B. All classes of mobile food vendor vehicles shall be permitted on a property for no more than forty-eight (48) hours.

C. Class I or Class II mobile food vendor vehicles engaging in intermittent sales in the public right-of-way shall also be subject to the following:

1. The mobile food vending units shall not exceed five (5) miles per hour while playing music.
2. Sales are restricted to pedestrians and only at such a time when the food vehicle has come to a complete stop and is legally parked. All sales must occur with the customer located on the curb side of the mobile food vendor vehicle and off the paved road surface.
3. Hours of operation shall be no earlier than 10:00 a.m. and no later than 8:00 p.m. or sunset, whichever occurs first.
4. No loudspeaker or other sound system which may disturb the peace in the area is permitted. Music from the food vehicle is permitted to draw attention to the sales operation but shall not be of a magnitude to create a disturbance in the surrounding area.
5. A sign displaying the name of the company and telephone number shall be affixed to the vehicle and be no smaller than one (1) square foot.
6. The following roads shall not be stopped on or sales conducted: SE 37th Street, N./S. James Street, Highway 44 (E./W. 1st Street), NE/SE Little Beaver Drive, NE/NW Beaverbrooke Boulevard, SE/SW 11th Street, SE/SW 19th Street, SE/SW 28th Street, NW/SW Brookside Drive, NE/SE Gateway Drive, NE Heritage Drive between NE Station Crossing and NE Gateway Drive, NE 10th Street between NE Heritage Drive and Highway 141, and any other street with a speed limit of over twenty-five (25) mph.

D. A Fire Department Inspection of the mobile food vendor vehicle or vending area is required for all types of mobile food vendor vehicles. Inspections are valid if they have been completed within one (1) year and obtained from the Johnston-Grimes Metropolitan Fire Department or the fire department of a neighboring major Des Moines Metro municipality.

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E. The business shall comply with the requirements established by Iowa Administrative Code §481-31 for a mobile food unit/pushcarts.

5. Permit Fee.
   A. The applicant for an outdoor temporary use permit shall pay a fee at the time of filing the application in accordance to the City fee schedule as adopted by resolution from time to time by City Council.
   B. In the event the application for an outdoor temporary use permit is denied or withdrawn by the applicant, either all or a portion of the license fee in an amount set in the Schedule of Fees adopted by the City Council shall be retained by the City to defray the administrative costs incurred.
6. Permit Issuance. An outdoor temporary use permit shall be denied to any applicant who has operated an outdoor temporary use in material violation of any of the requirements of this section or any other chapter of this Code within the prior one hundred eighty (180) days.
7. Transferability of Permit. Outdoor temporary use permits issued under this section shall not be transferable to another site, person, or business.
8. Prohibited Acts.
   A. No outdoor temporary use shall sell to any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
   B. No outdoor temporary use shall exceed the temporary sign regulations within Chapter 12-14. Such signs shall be permitted in addition to any temporary signage permitted for the principal business on the site. Such signs shall be securely anchored to prevent displacement by weather. Signs printed directly to the body of a vehicle or tent shall not be subject to this limitation.
   C. No outdoor temporary use shall display wares or products without anchoring or affixing such wares or products in such a manner to prevent their displacement by weather conditions. No permanent affixing or staking shall be permitted on paved surfaces.
   D. No outdoor temporary use shall operate the business in a manner that violates any applicable food and sanitation laws.
   E. No outdoor temporary use shall operate the business in a manner that creates excessive noise. Outdoor temporary uses intending to have music shall require approval from the City Council.
   F. No outdoor temporary use shall operate between 11:00 p.m. and 7:00 a.m.
9. Exception. It is unlawful for any person to offer for sale, expose for sale, sell at retail without a State-issued license and during the dates as established by the State Fire Marshal, or use or explode any fireworks; provided the City may, upon application in writing, grant a permit for the display of fireworks by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when the fireworks display will be handled by a competent operator.

12-5-15 Outdoor Areas and Activities

1. Outdoor Storage Areas. Outdoor storage areas shall meet the following requirements:
   A. Outdoor storage areas shall be permitted within industrial zoning districts only.
   B. Outdoor storage areas, where permitted, shall provide an effective screen, completely obscuring the enclosed material using opaque fencing/walls or berms.
   C. Outdoor storage screening shall consist of an opaque fence/wall or berm of a height sufficient to completely screen the outdoor materials from adjacent properties and public and private right-of-way.
   D. If a berm is provided for screening, continuous evergreen shrub plantings may be placed on top of the berm to provide additional height to meet screening height requirements. See Figure 12-5G.

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E. Outdoor storage screening shall be provided to obscure visibility to all adjoining properties and public view.

F. For outdoor storage screening provided along public rights-of-way or next to non-industrial uses, landscape plantings shall be provided along the fence/wall or berm. For every one hundred (100) linear feet of screening or fraction thereof, a minimum of two (2) overstory trees and one (1) understory tree shall be required along the exterior of the screening. See Figure 12-5H.

G. The landscape planting requirement above shall not apply to outdoor storage screening adjacent to industrial uses or where landscape buffers already exist.

H. Outdoor storage screening shall require site plan approval.

Figure 12-5G Berm with Shrubs to Provide Sufficient Screening Height

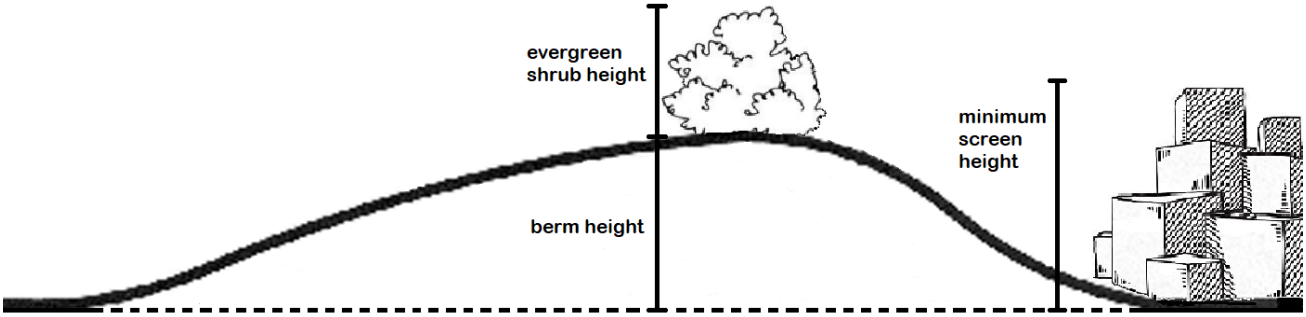

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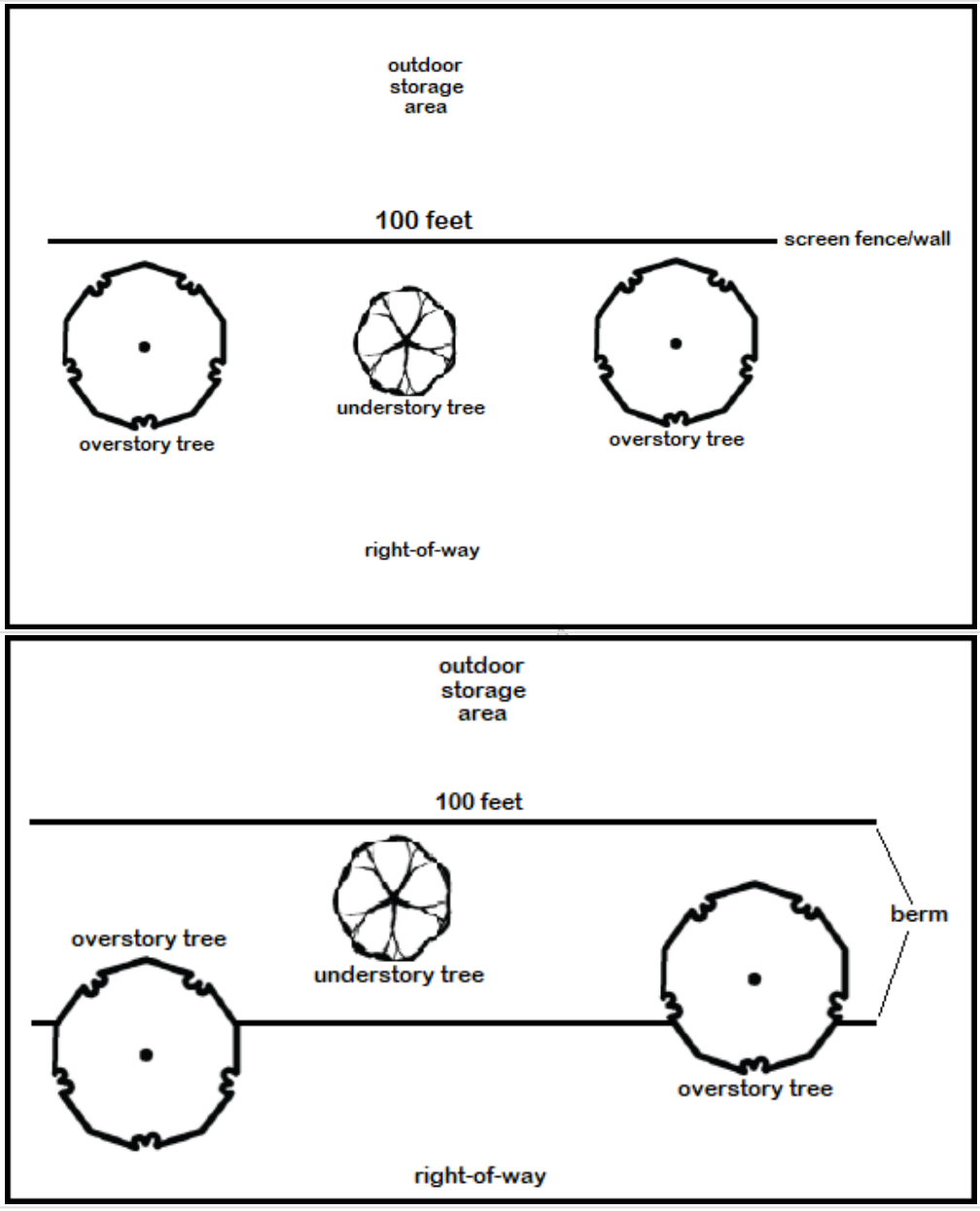
Figure 12-5H Landscaping along Outdoor Storage Screening



2. Outdoor Display and Outdoor Sales. Products or items for display or sale may be placed in outdoor areas with the following criteria:
   A. Items shall not be placed in any parking stalls or drive lanes;
   B. Items shall not interfere with site safety, circulation, and visibility;
   C. Items shall be at least ten (10) feet from all property lines;
   D. Items shall be on a paved surface adjacent to the building or approved accessory structure. Alternative surfacing for product display may be considered by the Zoning Administrator based on the nature of the product being displayed.
   E. Minimum sidewalk width;

1. A minimum aisle width of five (5) feet must be maintained if the outdoor product display or sales area is adjacent to a sidewalk.
2. A minimum aisle width of six (6) feet must be maintained if the outdoor product display or sales area is adjacent to a sidewalk that abuts head-in parking stalls.

F. Outdoor display and outdoor sales areas shall be limited to one percent (1%) of the total site area but in no case more than five thousand (5,000) square feet.

3. Outdoor Service Areas. A restaurant or drinking place may utilize an outdoor service area, provided the following conditions are met and a site plan has been approved:
   A. Outdoor service areas associated with the serving of food and beverages shall maintain a minimum forty-two (42) inch tall enclosure with code compliant pedestrian ingress and egress. Such enclosure shall be constructed of materials compatible with the principal structure.
   B. Minimum sidewalk width;
      1. A minimum aisle width of five (5) feet must be maintained if the outdoor service area is adjacent to a sidewalk.
      2. A minimum aisle width of six (6) feet must be maintained if the outdoor service area is adjacent to a sidewalk that abuts head-in parking stalls.
   C. See Chapter 12-15 for parking requirements related to outdoor service areas.
4. Outdoor Sound Systems. Commercial establishments using an outdoor sound system shall not place the outdoor sound system within three hundred (300) feet of a dwelling or a building that contains a dwelling. The location requirement shall not include equipment utilized for drive-thru transactions. The use of any sound system shall follow the provisions in the Code of Iowa Sec. 723.4.
5. Exceptions.
   A. Branded business vehicles shall not be considered outdoor storage if they meet the following criteria:
      1. Branded business vehicles are devoted to the principal use on site; and
      2. Branded business vehicles are parked within approved, standard size parking spaces; and
      3. No more than ten percent (10%) of the required parking spaces are used for branded business vehicle parking. If a business has less than ten (10) required parking spaces, a maximum of one (1) parking space may be used for branded business vehicle parking.
   B. Branded business vehicles parked within dock and loading areas are not considered outdoor storage.

12-5-16 Vehicle Sales and Display Lots

1. Site Plan Approval. Prior to the issuance of a certificate of zoning compliance or building permit for a vehicle sales and display use, a site plan for the property and proposed use shall be approved.
2. Restrictions. In addition to all other requirements of this title, the following additional restrictions for vehicle sales and display uses shall apply and be reviewed during the site plan review process:
   A. The property shall be a minimum of one (1) acre in size.
   B. The property shall maintain a minimum of twenty-five percent (25%) open space.
   C. The property shall maintain a minimum two thousand (2,000) gross square foot building dedicated to the office and service needs of the operations and cannot be located within a multi-tenant building.
   D. The property shall contain a parking lot capable of displaying a minimum of fifteen (15) vehicles in addition to the required employee/customer parking for the building.
   E. The vehicle display parking areas shall maintain a fifteen (15) foot setback from all property lines.
   F. The display of vehicles shall only occur within the parking lot and other display areas specifically approved on the site plan.

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G. The property shall be compliant with all other provisions of the current zoning ordinance prior to occupancy unless specific deferments are approved during the site plan approval process.

12-5-17 Prohibited Storage of Motor Vehicles, Junk, and Debris

1. Outdoor storage of motor vehicles for sale is prohibited in all zoning districts, except motor vehicles held for sale by a licensed motor vehicle dealer at their place of business in a zoning district where motor vehicle sales are permitted. However, this shall not prohibit one (1) vehicle to be advertised for sale by the property owner on a property zoned A-1, R-1, R-2, R-2 60, R-2 70, R-3, or single-family and townhome developments within R-4 zoning districts. Such vehicle shall be parked within a driveway, and not within a parking lot, street, access drive, or other area. Such vehicle shall not be advertised or sold in association with a business.
2. No person shall park, place, keep or store, or permit the parking or storage of a stock car, racing car, inoperable vehicle, vehicular component parts, or miscellaneous junk and debris on any public or private property unless it is in a completely enclosed building. This regulation does not apply to legitimate businesses operating in a lawful place and manner; provided, however, such outside areas shall be screened from public view.

12-5-18 Subdivision Associations

1. Formation. A subdivision association shall be formed for residential and commercial developments when common areas and common features exist within the subdivision. The subdivision association shall be properly formed and operated per the requirements of the Code of Iowa, Chapter 504 and maintained in good standing with the Office of the Secretary of State of Iowa.
2. Covenants. Covenants shall be established to provide for the maintenance of common uses and structures or features within common areas owned by the association including, but not limited to:
   A. Walls and fences;
   B. Structures such as gatehouses and decorative fountains;
   C. Ground-mounted signs, directional signs and signs identifying the development;
   D. Monuments;
   E. Underground irrigation;
   F. Hedges, shrubs and trees;
   G. Berms and buffers;
   H. Private streets; and private utilities including, but not limited to street lights, storm sewer, storm sewer intakes, decorative lighting, and other similar utilities;
   I. Stormwater management facilities, including, but not limited to the land surrounding the stormwater management facilities, outlet and inlet structures, aeration devices, fountains, and lighting if applicable.
3. Maintenance. If any common structure or use provided under the covenants becomes in a state of disrepair as determined by the City, the City may require improvement of the condition of the structure or use. If the structure or use is not improved, then such use shall be construed as a site plan violation and enforced as such.
4. Responsibilities. Provisions set forth in the covenants shall become the responsibility of the subdivision association when seventy percent (70%) of the lots are developed, unless otherwise stated in the covenants and governing documents of the subdivision association.
5. Contact. All subdivision associations within the City shall provide contact information to the Development Services Department, including mailing address and phone number.

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12-5-19 Communication Equipment

1. Purpose. The purpose of this section is to establish general guidelines for the siting of communication equipment and communication towers. The goal of this section is to encourage the location of communication towers and equipment in areas of the City which would be least adversely impacted by the visual, aesthetic, and safety implications of their siting; minimize the total number of communication towers throughout the City; strongly encourage the joint use of new and existing tower sites; and enhance the ability of the providers of telecommunication services to provide such services to the community quickly, efficiently, and effectively.
2. Siting Criteria. The Telecommunications Act of 1996 prohibits the City from establishing policies that discriminate against one or a group of telecommunication providers in favor of another group of providers or potential group of providers. The following criteria will be applied consistently to all telecommunication providers that request a permit:
   A. Communication Equipment. Communication equipment shall be permitted in any agricultural, residential, commercial or industrial district. Communication equipment shall:
      1. Be screened from adjoining properties by the use of landscape plantings, screen fences, walls, and/or parapet extensions when located on a building. The City is aware of the operating needs of these types of structures and acknowledges that it may be impossible to totally screen communication equipment or a tower; however, every effort must be made by the communication equipment owner to minimize visual impact of the communication equipment on surrounding properties.
      2. Communication equipment larger than thirty-six (36) inches in diameter shall be permitted in rear yards only and is permitted a maximum height of twelve (12) feet. Such communication equipment must be set back at least five (5) feet from all rear and side property lines.
      3. Ground-mounted communication equipment shall not exceed twelve (12) feet in height. Building-mounted communication equipment shall not exceed the height limit determined for principal structures in the applicable district.
      4. Communication towers, including television antennas and amateur radio antennas, not used for commercial purposes, may be utilized in residential districts, provided they do not exceed the height limit determined for principal structures in the applicable district and are set back at least the total height of the tower from any lot lines. Total height shall be measured as the distance from the average grade at the base of the supporting structure to the top of the highest point of the tower, including beacons and antennas.
   B. Communication Towers Permitted Districts. Communication towers shall be permitted in any M-1, M-1A, M-2, and M-3 zoning districts and City-owned property. No tower shall be located in any overlay district within the City, except for emergency broadcast speakers and sirens on City-owned property.
   C. Site plan. Consistent with the requirements of Chapter 12-17, a site plan shall be required for all new communication tower and communication equipment facilities, expansion of existing facilities, or major modifications of existing facilities.
   D. Required Information. In addition to site plan requirements as set forth herein, the following information must be provided for review of a communication equipment development request:
      1. Map showing the location of the applicant's proposed facility and any existing communication facilities within three (3) miles of the proposed site location.
      2. Report from a structural engineer showing the tower antenna capacity by type and number, and a certification that the tower is designed to withstand winds in accordance with ANS/EIA/TIA 222, latest revision standards.

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3. Evidence that a valid Federal Communication Commission (FCC) license for the proposed activity has been issued.
4. A written agreement signed by the communication facility owner and property owner to remove the tower, foundation, and any other accessory equipment within sixty (60) days after the legal date of abandonment. As defined in this ordinance, a communication tower is considered abandoned when it has not been used for its intended and approved purpose for a period of more than twelve (12) months.
5. Establish that the use of and frequencies emitted from the tower and equipment will not interfere with the transmissions of law enforcement, fire, emergency response, public works, or other service agencies.
6. Additional information, as required, to determine that all applicable zoning and siting regulations are met.

E. Communication Tower and Communication Equipment Standards. Communication towers and communication equipment shall meet the following design standards:

1. Communication towers shall be set back from all property lines and all other principal structures a distance equal to the tower height.
2. Communication towers shall have a maximum height of one hundred (100) feet in any permitted zoning district.
3. Communication towers shall be painted a non-contrasting gray or similar color, minimizing its visibility, unless otherwise required by the FCC or the Federal Aviation Administration (FAA).
4. When possible, towers shall be located atop existing structures (e.g., water tower or co-op grain tower) or screened and disguised as other objects that better blend in with the local environment. Communication equipment located on a City-owned water tower shall not be required to meet the one hundred (100) foot maximum height requirement.
5. Communication towers that are not located atop another structure as recommended in paragraph "d" of this subsection shall be disguised to reduce the visual impact of typical tower installations. Appearance of the tower must be approved by City staff.
6. Lights and signage shall not be permitted on any tower unless specifically required and permitted by the FCC, FAA, and the City.
7. Opaque security fencing eight (8) feet in height shall surround the communication tower, equipment structure, and any guywires.
8. Communication tower equipment enclosures and accessory structures shall be designed with architectural compatibility with the surrounding built environment.
9. Communication facilities mounted to a building wall shall be painted to blend with the color and materials of the surface to which it is attached. All wiring and accessory equipment shall be concealed from view. Communication facilities located above the roof of the structure shall be appropriately screened from view through the use of panels, walls, fences, or other screening techniques approved by the City.

F. Number of Towers Limited. In order to minimize the overall number of towers within the City, providers can be required to collocate and enter into collocation agreements.

1. All new communication towers, and any pre-existing communication towers, owned by a licensed carrier, upon which this section permits collocation of additional communication facilities, shall be made available for use by the owner or initial user thereof, together with as many other licensed carriers as can be technically collocated thereon. At a minimum, all communication towers approved for construction must be capable of accommodating at least one (1) additional user if over fifty (50) feet in height, and at least two (2) additional users if over one hundred (100) feet

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in height. However, nothing in this section shall prevent the tower owner from charging a reasonable fee for the collocation of additional communication facilities upon said tower which does not exceed the fair market value for the space occupied. If the tower owner cannot agree on a reasonable fee with a licensed FCC provider seeking to place equipment on the owner's tower, the tower owner must agree to submit the fee determination to arbitration within ninety (90) days of reaching impasse on fee negotiations with the licensed FCC operator. The parties will select an arbitrator agreeable to both parties, or if either party indicates to the Grimes City Administrator that an arbitrator cannot be agreed upon, an arbitrator shall be selected by the Grimes City Administrator. The parties to the reasonable fee dispute will split the cost of arbitration.

2. All licensed carriers shall cooperate with each other in collocating additional communication facilities upon such towers. All licensed carriers shall exercise in good faith in collocating with other licensed carriers and in the sharing of towers, including technical information to evaluate the feasibility of collocation. This covenant of good faith and fair dealing shall be a condition of any permit issued pursuant to this section for a new communication tower, as well as an agreement to the arbitration procedure included in subsection 6(a).
3. No more than two (2) towers shall be permitted on the same property. Such towers shall be at least five hundred (500) feet apart.

G. Compliance with Federal Regulations. Communication towers and equipment shall meet or exceed the current standards and regulations of the FAA, and any other agency of the Federal government with the authority to regulate communication towers and equipment.

12-5-20 Renewable Energy Systems

1. Purpose. The purpose of this section is to establish general guidelines for the location and operation of wind and solar energy systems and associated equipment. The intent of this section is to balance the need for clean, renewable energy with the necessity to protect the health, safety and general welfare of the community.
2. General Regulations.
   A. Restriction on Use of Electricity Generated. Energy generated by renewable energy systems shall be used exclusively to supply electrical power for on-site consumption, except that when a parcel on which a renewable energy system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company in accordance to State of Iowa and local utility company requirements.
   B. Interconnection. Renewable energy systems shall meet the requirements for interconnection and operations as set forth by the supplier of the electrical power and the Iowa Utilities Board. No building permits shall be issued until the applicant has provided a copy of an executed interconnection agreement. Off-grid systems shall be exempt from this requirement.
   C. Lighting. Lights shall not be permitted on any renewable energy system unless specifically required and permitted by the Federal Aviation Authority (FAA) or other Federal or State agencies, and the City.
   D. Signage. No signage shall be permitted on any renewable energy system other than signage required by State and Federal regulations. No temporary signage shall be permitted to be mounted or otherwise affixed to any renewable energy system. One sign, limited to four (4) square feet, shall be posted at or near the base of any ground-mounted solar energy system or any wind energy system. The sign shall include a notice of no trespassing, a warning of high voltage danger (if applicable), and the phone number of the property owner/operator to call in case of emergency.
   E. Maintenance. Facilities shall be well maintained in an operational condition that poses no potential safety hazard. Should the renewable energy system fall into disrepair and be in such dilapidated

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condition that it poses a safety hazard or would be considered generally offensive to the senses of the general public, the system may be deemed a public nuisance and may be abated in accordance with Chapter 6-8 of this code.

F. Electromagnetic Interference. All renewable energy systems shall be designed and constructed so as not to cause radio and television interference. If it is determined that the system is causing electromagnetic interference, the operator shall take the necessary corrective action to eliminate this interference including relocation or removal of the facilities, subject to the approval of the appropriate City authority. A permit granting a renewable energy system may be revoked if electromagnetic interference from the system becomes evident.

G. Removal. If the renewable energy system remains nonfunctional or inoperative for a continuous period of twelve (12) months, the system shall be deemed to be abandoned. The owner/operator shall remove the abandoned system at their expense. Removal of the system includes the entire structure, collector panels, and related equipment from the property. Should the owner/operator fail to remove the renewable energy system within thirty (30) days after written notice to the owner/operators, the system will be considered a public nuisance and will be abated in accordance with Chapter 6-8 of this code.

3. Wind Energy Systems. No wind energy systems (WES) shall be installed within the City of Grimes without first obtaining a building permit. The following criteria will be applied consistently to all WES providers that request a permit:

A. Construction Permits. Applications for the construction of a WES shall be accompanied by standard drawings of the wind turbine, including the tower, base, and footings. An engineering analysis, certified by an Iowa licensed professional engineer, shall be provided demonstrating that the tower is compliant with the applicable building code. For roof-mounted structures, an engineering analysis, certified by an Iowa licensed professional engineer, shall be provided demonstrating that the mounting method is compliant with the applicable building code.

Applications shall also be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the electrical code. All electrical components must be listed as meeting code-recognized test standards.

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B. Bulk Regulations.

1. Setback Requirements.
   a. Tower-mounted WES shall be set back from all property lines a minimum distance equal to the total height of the WES.
   b. Building-mounted WES shall be set back from the edge of the roof a minimum distance equal to the height of the WES.
2. Maximum Height.
   a. Tower and building-mounted WES shall have a maximum total height consistent with the applicable height restrictions within the zoning district for principal buildings.
   b. Building-mounted WES in residential zoning districts may be a maximum of ten (10) feet taller than the primary point of attachment to the building on which they are attached.
3. Number of Systems Allowed.
   a. No more than one (1) vertical axis WES, either tower or building-mounted, shall be installed on any parcel zoned R-1, R-2, R-2 60, R-2 70, R-3 and R-5.
   b. No more than two (2) horizontal axis WES shall be installed on any parcel zoned A-1, C-1, C-2, C-3, M-1, M-1A, M-2, and M-3. The number of vertical axis WES installed on any parcel zoned A-1, C-1, C-2, C-3, M-1, M-1A, M-2 and M-3 shall be subject to site plan review.

c. Horizontal axis WES shall be prohibited on any parcel zoned R-1, R-2, R-2 60, R-2 70, R-3 and R-5.

4. Location.
   a. Building-mounted WES in residential zoning districts shall not be mounted to the roof pitch facing the front yard so as to hide the mounting equipment from the street.
   b. No part of a WES shall be located within or over a drainage, utility or other established easements, parking, driveway, sidewalk, or on or over property lines.

Figure 12-5I Vertical-Axis and Horizontal-Axis WES

4. Design Standards. WES and associated equipment shall meet the following design standards:
   A. Mounting Type.
      1. Towers. Only monopole towers shall be permitted for tower-mounted WES. Lattice, guyed or towers of any other type shall not be permitted. The monopole tower must be designed to prevent climbing within the first ten (10) feet.
      2. Building-mounted. Building-mounted WES shall be affixed to the building with a monopole structure. Guy wires or any other supports shall not be permitted.
   B. Color.
      1. The WES shall be painted a non-contrasting gray, black or white color that would minimize its visibility, unless otherwise required by the Federal Aviation Administration (FAA).
      2. In the case of a building-mounted WES, the WES shall be painted neutral colors to blend in with the building or with a non-contrasting gray, black or white color to minimize visibility.
      3. In all cases, the surface of the WES shall be a non-reflective, matte finish.

C. Screening.
   1. A privacy screen fence eight (8) feet in height shall surround any ground-mounted WES equipment in commercially or industrially zoned properties.
   2. A privacy screen fence or evergreen landscaping six (6) feet in height shall surround any ground-mounted WES equipment in residentially zoned properties.

D. All WES shall be equipped with manual and automatic overspeed controls to limit the blade rotation speed to within the design limits of the wind energy conversion system. The control system shall be capable of stopping all turbine rotation in the event of a power outage in order to prevent back feeding of the electrical grid.

E. No WES shall be installed in any location where its proximity with existing fixed broadcast, retransmission, or reception antenna for radio, television, or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception. If it is determined that the WES is causing electromagnetic interference, the operator shall take the necessary corrective action to eliminate this interference including relocation or removal of the facilities, subject to the City of Grimes.

F. The enactment of this section does not constitute the granting of an easement by the City. The owner/operator shall obtain covenants, easements, or similar documentation to assure sufficient wind to operate the WES.

G. No WES shall be installed and operated in a manner that causes a shadow flicker to fall on any occupied adjacent structure.

5. Planned Unit Developments (PUD). Properties within a PUD zoning district shall follow any WES requirements outlined within the PUD documents. If no specific requirements are established within the PUD, the WES requirements established within this section shall apply based on the land use types within the PUD.

6. Owner Responsibilities.
   A. The property owner of any WES shall maintain such system in a safe and attractive manner, including replacement of defective parts, painting, cleaning, and other acts that may be required for the maintenance and upkeep of the function and appearance of such a system.
   B. At least every twenty-four (24) months, every tower-mounted WES shall be inspected by an expert who is regularly involved in the maintenance, inspection and/or erection of towers. At a minimum, this inspection shall be conducted in accordance with the tower inspection checklist provided in the Electronics Industries Association (EIA) standard 222, "Structural Standards for Steel Antenna Towers and Antenna Support Structures". Inspection record shall provide verifiable proof of ongoing energy production. A copy of the inspection record shall be provided to the City of Grimes.
   C. The owner/operator of a wind energy conversion system must demonstrate adequate liability insurance. Upon the granting of a permit, applicant shall assume full responsibility for any and all damages, claims, expenses, liabilities, judgments and costs of any kind, including reasonable attorney fees related to or caused by the erection, location, use, or removal of a facility, whether on public or private property, and shall agree to hold the City harmless, indemnify and defend it from all such liabilities incurred or judgments entered against it as a result of the erection, location, use or removal of the facility.

7. Solar Energy Systems. No solar energy systems (SES) shall be installed within the City of Grimes without first obtaining a building permit. The following criteria will be applied consistently to all SES providers that request a permit:
   A. Engineer Certification. Applications for any SES shall be accompanied by standard drawings of the receiving structure if newly constructed, including the supporting frame and footings. For systems to be mounted on existing buildings, an engineering analysis showing sufficient structural capacity of the

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receiving structure to support the SES per the applicable code regulations, certified by an Iowa licensed professional engineer, shall be submitted.

B. Bulk Regulations.
   1. Building-integrated and building-mounted systems.
      a. Location.
         i. Building-integrated and building-mounted systems shall be allowed in all zoning districts.
         ii. Placement of building-integrated and building-mounted SES shall adhere to all local fire and building code regulations.
      b. Height.
         i. The collector panel surface and mounting system shall not extend higher than eighteen (18) inches above the roof surface of a roof, unless the SES is screened by a parapet wall or point-in-place screen to match the building.
         ii. For building-mounted SES, the collector panel must match roof slope whenever possible. For building-integrated SES, the collector panel shall maintain a uniform profile or surface with the building's vertical walls, window openings, and roofing.
   2. Ground-mounted or free-standing systems.
      a. Location. Ground-mounted or free-standing SES shall be permitted on the following properties:
         i. Agricultural, commercial or industrial zoned properties.
         ii. Residential zoned properties one (1) acre or more in size.
      b. Height. Ground-mounted or free-standing systems shall be no taller than twelve (12) feet, measured from the grade at the base of the support pole to the highest edge of the system.
      c. Setbacks and Yard Coverage. Ground-mounted or free-standing systems shall follow the accessory structure and yard coverage requirements.
      d. Size. A system shall not exceed either the area of fifty percent (50%) of the principal building footprint or six hundred (600) square feet, whichever is smaller.

C. Design Standards. SES and associated equipment shall meet the following design standards:
   1. Color. All SES shall be a black or dark blue color. All surfaces shall be nonreflective to minimize glare that could affect adjacent or nearby properties. Measures to minimize nuisance glare may be required including modifying the surface material, placement or orientation of the system, and if necessary, adding screening to block glare. The City of Grimes reserves the right to require a glare analysis, prepared by industry professionals. The results of the glare analysis shall be incorporated into any necessary permit or site requirements.
   2. Building-integrated or building-mounted SES shall be designed to minimize their visual presence to surrounding properties and public rights-of-way. Panel arrangement shall take into account the proportion of the roof surface and place the panels in a consistent manner without gaps unless necessary to accommodate vents, skylights or equipment.
   3. Ground-mounted or free-standing SES shall be designed to minimize the visual presence of the support structure to surrounding properties and public rights-of-way through the use of evergreen landscaping, berms, opaque fencing or walls in compliance with Section 12-5-11, or combination thereof. See Figure 12-5J for reference.

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Figure 12-5J Ground-Mounted SES Screening

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Exhibit C

5-3-4 Transient Merchants:

A. ~~Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~**Food service establishment** shall have that meaning established by Section 481-30.2 of the Iowa Administrative Code (2018).~~

~~**Licensed premises** means an area approved for the operation of a transient merchant business under authority of a transient merchant license issued pursuant to this article.~~

~~Pushcart~~ ~~means a non-motorized cart which is self-propelled by the operator.~~

~~**Mobile Food Vehicle** means any motorized truck, van, or modified bus licensed by the State of Iowa to operate on the public roads and utilized by a licensed Mobile Food Vendor to conduct its business operations pursuant to this chapter.~~

Mobile Food Vendors are defined utilizing the following definition:

STATE LICENSING LEVEL CLASSIFICATION: The Iowa Department of Inspections and Appeals has established four classification levels for mobile food vendors that will be referenced as a part of this chapter. There are more requirements for each of the levels but in general the levels are as follows:

Class I – Non-refrigerated vending units that serve only intact, non-potentially hazardous commercially prepackaged food and beverages. Examples include chips, crackers, cookies, soda, and sweets in manufacturer's packaging.

Class II – Refrigerated or hot vending units that serve potentially and non-potentially hazardous commercially prepackaged foods from an approved source. Examples include packaged sandwiches, ice cream bars, individually wrapped and cooked hot dogs. No cooking is allowed as part of a Class II unit.

Class III – Units that serve potentially and non-potentially hazardous packaged food and unpackaged foods with limited assembly. These units are limited to pre-cooked foods from an approved source that may be reheated on the unit. Examples include pushcart operations, packaged salads, hot dogs, shaved ice.

Class IV – Units that serve potentially and non-potentially hazardous foods that are prepared, cooked, cooled or reheated and assembled on the unit. Examples include self-contained mobile food units, food trucks and any units that are capable of preparing and producing food items from pre-cooked and/or raw products (meat, fish, poultry, plant foods and dairy products) to finished product for consumption.

Transient merchant means a person, principal or agent who engages in a merchandising business from a temporary location or structure in the city, and who, for the purpose of carrying on such business, hires, leases or occupies any land, structure, trailer or truck for the exhibition and sale of such goods, wares or merchandise and including the sale of any article, food, beverage, fruit, vegetable or farm product; provided however that the following types of sales activities shall not constitute sales by a transient merchant:

A. Yard Sales. The casual and occasional sales of used household goods by the owner thereof to the public, on a non-receiving basis, if the seller, at the time of the sale, is not engaged for profit in the business of selling goods of that or a similar nature, so long as such sales are not conducted in excess of four (4) consecutive days and no more than two (2) times annually.

B. Peddlers. Sales activities conducted in compliance with a peddler's license issued pursuant to Section 5-3-2 of this chapter.

C. Parks. The sale of food and beverages in public parks and rivers with permission of the Grimes City Council

D. Emergency Response Sites. Sales of food and beverages at the site of an emergency or disaster with the permission of the Police Chief, Fire Chief or Grimes City Administrator.

B. Exceptions. The following sales by transient merchants do not require a license under this article; however, Section 5-3-4 shall apply to the conduct of all sales by transient merchants:
   1. The sale of raw fruits and/or vegetables.
   2. The sale of natural Christmas trees during the months of November and December.
   3. Sales activities by a charitable, educational or religious organization which is exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code when the proceeds thereof shall be applied to the payment of the expenses thereof and to the charitable or religious object for which the charitable or religious society exists, provided that such sales are not conducted by such organization in excess of three (3) consecutive days in any seven-day period at the same location.
   4. Sales activities conducted on property zoned for retail sales use and owned by a non-profit corporation where such sales activities are sponsored by the non-profit corporation and are limited to the weekends in the months of June through August.

C. License Required.
   1. Except for those exempt activities identified in Section 5-3-4, every transient merchant shall, before offering for sale any goods, wares or merchandise in the City, obtain a license for their sale from the City Clerk as provided in this article.
   2. A seven-day transient merchant license shall permit the operation of the licensed business at the licensed premises during seven (7) consecutive days. A ninety-day transient merchant license shall permit the operation of the licensed business at the licensed premises during ninety (90) consecutive days. An annual transient merchant license shall permit the operation of the licensed business at the licensed premises during one (1) calendar year.

D. Application for License. Every transient merchant shall apply to the City Clerk for a transient merchant license at least three (3) business days prior to use by providing the following information upon a form to be provided by the City Clerk:
   1. The full name, age, permanent address and phone number of the applicant.
   2. A description of the merchandise to be sold.
   3. The business name and address.
   4. The starting date and duration of the proposed sale, and the specific hours, not less than six (6) consecutive hours in every 24-hour period, when the site will be vacated as required by Section 5-3-4. The hours of operation must also comply with the requirements of Section 5-3-4, if applicable.
   5. The address of the private property where the sale will be held, and the name and address of the property owner or person in control of that property.
   6. A written statement from the property owner or person in control of the property listed in subsection (5) of this section that the applicant is authorized to use the property for a sale on the proposed dates.
   7. The period of time the applicant has been engaged in the same or similar business, and the jurisdictions in which the applicant has previously conducted business in the last year.
   8. A description of the structure, vehicle, tent, trailer or other configuration from which the sale will be conducted.
   9. A site sketch which identifies the location of the licensed premises, the placement of any equipment and facilities used in the operation of the business, and the three (3) off-street parking spaces if required by Section 5-3-4, in relationship to the adjoining streets, public sidewalks, and property lines.
   10. The application must be accompanied by a copy of all required permits and licenses, including, but not limited to, a retail sales tax permit issued by the Iowa Department of Revenue and the appropriate food establishment license issued by the Iowa Department of Inspections and Appeals.
   11. Written permission from a street use permit applicant if the proposed location for sales is within one thousand (1,000) feet of the perimeter of a street use closure for an event when an application is on file with the City Clerk for a street use permit or when the street use permit has been issued.

12. A description of how bathroom facilities will be provided to satisfy the requirements of Section 5-3-4.
13. Subsections 5, 6, 8, 9, and 12 of the below "Site Requirements" do not apply to mobile food vendor vehicles.

E. Site Requirements. A transient merchant license shall not be issued unless the premise upon which the transient merchant operates satisfies the following requirements. A transient merchant shall maintain the premises in a condition that satisfies the following requirements for the duration of the license.

1. All Premises. The premises for all transient merchants shall conform to the following requirements:
   a. All applicable requirements of this article, the City Code, the Iowa Code and the Iowa Administrative Code.
   b. The premises must be within a commercial or industrial zoning district.
   c. The premises cannot be upon a parcel having a residential use as its principal use.
   d. All trailers, vehicles, tents, equipment, and areas used for the storage, display or sale of food or merchandise must be located on a paved surface, setback at least ten (10) feet behind the property line, and outside any required fire lanes and drive approaches. Due to extenuating circumstances, location and/or additional setback may be required.
      a. Existing gravel parking lots may be considered; however, dust control measures will need to be provided.
   e. The licensed premises must provide at least three (3) paved off-street parking spaces served by a paved driveway from the public right-of-way. The transient merchant may share parking required for use by an existing business on the site, if the available parking is sufficient to serve the normal operations of both. The available parking shall be presumed to be insufficient to serve the normal operations of both businesses if within the past year the operation of a transient merchant at the site has caused an overflow of customer or employee parking into the street or other private parking lots in the vicinity.
   f. Bathroom facilities must be provided for the business workers on the licensed premises or by agreement for the use of bathroom facilities located within five hundred (500) feet of the licensed facilities. However, this requirement shall not apply to a pushcart.
   g. Only one (1) transient merchant at a time may operate upon a parcel. A transient merchant license shall not be issued for the operation of more than one (1) transient merchant on a parcel on the same day. However, any number of pushcarts may operate on a single parcel, provided the only form of transient merchants on the parcel is pushcarts.
2. Licensed Premises for Seven-Day Licenses. The licensed premises for all transient merchants holding a seven-day transient merchant license shall conform with the following additional requirements:
   a. No seven-day license shall be issued for the operation of a transient merchant at a site within ten (10) days before or ten (10) days after the term of any transient merchant license previously applied for and not denied for the same site.
3. Licensed Premises for Ninety-Day and Annual Licenses. The licensed premises for all transient merchants holding a ninety-day or annual transient merchant license shall conform with the following additional requirements:
   a. Any seating area provided for customer use must be located on a paved surface.
4. Additional Requirements for a Food Service Establishment. The licensed premises for any transient merchant which operates as a food service establishment shall conform to the following additional requirements.
   a. The business shall comply with the requirements established by Iowa Administrative Code §481-31.7 for a mobile food unit/pushcarts.
   b. Bathroom facilities must be provided for the business workers and customers on the licensed premises or by agreement for the use of bathroom facilities located within five hundred (500) feet of the licensed facilities. However, this requirement shall not apply to a pushcart.

c. All mobile food vendor units that have cooking facilities or use products with grease laden vapors (units with Class III and Class IV state licenses) shall be inspected annually by the Fire Department prior to initiation of business operations within the City.

F. Mobile Food Vendor Vehicles

1. Class I, II, III and IV are allowed on private property with a transient merchant permit.
2. Class I or Class II Mobile Food Vendor Vehicles engaging in intermittent sales in the public right-of-way shall also be subject to the following:
   a. The mobile food vending unit shall not exceed five (5) miles per hour while playing music.
   b. Sales are restricted to pedestrians and only at such a time when the food vehicle has come to a complete stop and is legally parked. All sales must occur with the customer located on the curb side of the Mobile Food Vendor Vehicle and off the paved road surface.
   c. Hours of operation shall be no earlier than 10:00 a.m. and no later than 8:00 p.m. or sunset, whichever occurs first.
   d. No loudspeaker or other sound system which may disturb the peace in the area is permitted. Music from the food vehicle is permitted to draw attention to the sales operation, but shall not be of a magnitude to create a disturbance in the surrounding area.
   e. A sign displaying the name of the company and telephone number shall be affixed to the vehicle and be no smaller than one (1) square foot.
   f. The following roads shall not be stopped on or sales conducted: SE 37th Street N./S. James Street, Highway 44 (E./W. 1st Street), NW/NE Little Beaver Drive, NE/NW Beaverbrooke Boulevard, SE 11th Street, SE 19th Street, SE 28th Street, and any other street with a speed limit of over 25 mph.
3. Exemption: If utilizing a Mobile Food Vehicle or pushcart as part of a City sponsored project or event, a transient merchant permit is not required; a Fire Department Inspection of the Mobile Food Vehicle or vending area will be required.

G. Cash Bond.

1. Except as provided in paragraph (3) below, no transient merchant license shall be issued until the applicant has delivered to the City Clerk a cash bond. The cash bond shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by Council. The bond shall be held to indemnify and pay the City any penalties or costs incurred in the enforcement of any portion of this section and indemnify or reimburse any purchaser of goods, wares, merchandise or stock for any judgment which may be obtained by a purchaser for damages in any action commenced within three (3) months from the date of purchase, due to misrepresentations as to the kind, quality or value of such goods, wares, merchandise or stock, whether the misrepresentations were made by the owner or by his or her servants, agents or employees, either at the time of making the sale or through any advertisement of any character, printed or circulated, with reference to such stock of goods, wares or merchandise or any part thereof.
2. A single bond may be used for all licenses obtained by the same transient merchant.
3. The balance of the bond shall be released by the City Clerk and returned to the applicant upon request by the applicant at any time more than four (4) months after expiration of all transient merchant licenses for which the cash bond was provided, unless the City Clerk has received notice of a pending action in the State or Federal courts seeking a judgment upon a claim eligible for payment from the bond. Except as otherwise provided by court order, the City Clerk shall not release any bond during the pendency of any such action.

H. License Fee.

1. The applicant for a transient merchant license shall pay a fee at the time of filing the application in accordance to the City fee schedule as adopted by resolution from time to time by City Council.
2. In the event the application for a transient merchant license is denied or withdrawn by the applicant, either all or a portion of the license fee in an amount set in the Schedule of Fees adopted by the City

Council shall be retained by the City to defray the administrative costs incurred.

I. Priority of Street Use Events, Refund of License Fee.

1. Subject to paragraph (4), no transient merchant license shall be issued for sales on a parcel on the same day as, and within one thousand (1,000) feet of the perimeter of a street closure made under authority of, an approved street use permit, unless written permission from the applicant for the street use permit for operation of the transient merchant has been filed with the City Clerk.
2. Subject to paragraph (4), upon issuance of a street use permit the City Clerk shall immediately give notice to any applicants then seeking a transient merchant license for sales on the same day as the street use event at a location within one thousand (1,000) feet of the perimeter of such street closure, informing the transient merchant that their application will not be granted for each day of the street closure, unless written permission from the applicant for the street use permit for operation of the transient merchant is filed with the City Clerk.
3. The application for a transient merchant license shall contain a notice stating substantially as follows:

   "Transient merchant licenses will not be issued for sales on the same day as, and at a location within one thousand (1,000) feet of the perimeter of a street closure made under authority of a previously issued street use permit, unless written permission from the applicant for the street use permit for operation of the transient merchant has been filed with the City Clerk prior to issuance of the transient merchant license. This limitation shall not apply to street use permits issued for events that occur more than four (4) times per calendar year."
4. The priority given to an event for which a street use permit is issued, and the denial of a transient merchant license for sales within one thousand (1,000) feet of the perimeter of the street closure, shall not apply to those street use events which occur more than four (4) times per calendar year.
5. The issuance of a street use permit shall not affect any previously issued transient merchant license.

J. License Issuance.

1. A transient merchant license shall not be issued more than fifteen (15) days in advance of the commencement of the term of the license. Prior to issuance of seven-day or ninety-day transient merchant license the City Clerk shall confirm that no street use permit has been issued for an event that limits operation of the transient merchant pursuant to Section 5-3-4.
2. A transient merchant license shall be denied to any applicant who has operated a transient merchant business in material violation of any of the requirements of this section or any other chapter of this Code within the prior one hundred eighty (180) days.
3. The City Clerk or the City Clerk's designee shall, upon satisfaction that the information provided in an application for a transient merchant license is true and correct, and that the requirements of this section for issuance of the license have been satisfied, and upon payment of the license fee and posting of the cash bond required by this article, issue the license.
4. The City Clerk shall deny any application for the operation of a transient merchant business that does not conform with all applicable requirements of this article, the City Code, the Iowa Code and the Iowa Administrative Code.

K. Appeal of Denial.

1. In the event an application for a transient merchant license is denied, the City Clerk or the City Clerk's designee shall cause notice of such denial to be promptly communicated to the applicant or the applicant's representative by phone at the phone number provided in the application. Written notice shall also be sent to the applicant at the business address identified in the application informing the applicant of the denial, the reasons therefore, and the applicant's right to appeal the denial to a hearing officer by giving written notice of appeal to the City Clerk within ten (10) days after the written notice is mailed.
2. In the event the denial of an application is timely appealed, the City Clerk or the City Clerk's designee shall cause notice of the hearing to be served upon the licensee by personal service at least three (3) business days prior to the date set for the hearing, or by regular mail addressed to the licensee at the

licensee's business address as shown on the application a minimum of five (5) days prior to the date set for the hearing. Such notice shall inform the licensee of the time, date and place of hearing. The time within which to file the appeal may be extended by the City Clerk or the City Clerk's designee for good cause shown.

3. If, after such hearing, the hearing officer makes a finding based on substantial evidence that the application and the proposed location and manner of operation of the business conforms to the requirements of this section and to all other applicable requirements of this Code, the hearing officer shall order the issuance of the license. Otherwise, the license shall be denied. The hearing officer may continue the hearing for good cause shown.
4. The applicant may appeal the decision of the hearing officer to the City Council by filing a written notice of appeal with the City Clerk within ten (10) days after the decision is entered of record. Failure to timely file such written notice of appeal shall constitute a waiver of the right to appeal the decision of the hearing officer. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk.
5. The hearing on an appeal to the City Council shall be scheduled within twenty (20) days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing the City Council may affirm or reverse the decision of the hearing officer. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing or any continued session thereof. The hearing shall be confined to the record made before the hearing officer, the arguments of the parties or their representatives, any additional evidence which was not available at the time of the hearing before the hearing officer, and any other information the City Council deems necessary.

L. Transferability of License. Transient merchant licenses issued under this section shall not be transferable.

M. Renewal of License. Annual and ninety-day transient merchant licenses may be renewed for the same period so long as there have been no violations of this article, upon payment of the fee required by Section 5-3-4 of this chapter and upon posting of the cash bond required by Section 5-3-4 of this chapter. Seven-day transient merchant licenses are not subject to renewal.

N. Suspension or Revocation of License.

1. Whenever the City Clerk or the City Clerk's designee finds that the licensee or the licensee's employees or agents has furnished any false information required under this section or has violated or failed to comply with any of the requirements of this section or any other chapter of this Code, the City Clerk or the City Clerk's designee may give notice to the licensee of the City's intent to suspend or revoke the license.
2. Notice of the City's intent to suspend or revoke a license shall be served upon the licensee by personal service or by service upon a cashier for the business at a licensed premises, or by regular mail addressed to the licensee at the licensee's business address as shown on the application a minimum of five (5) days prior to the date set for the hearing. Such notice shall inform the licensee of the time, date and place of a hearing before a hearing officer where the suspension or revocation shall be considered and shall set out briefly the reasons therefore.
3. If, after such hearing, the hearing officer makes a finding based on substantial evidence that a violation of this section or another chapter of this Code did in fact take place as alleged, the hearing officer may suspend or revoke the license or deny its renewal; the determination of whether to so suspend, revoke or deny such license shall be in the discretion of the hearing officer and shall be dependent upon the circumstances surrounding the violation and its severity. The hearing officer may continue the hearing for good cause shown.
4. The applicant may appeal the decision of the hearing officer to the City Council by filing a written notice of appeal with the City Clerk within ten (10) days after the decision is entered of record. Failure to timely file such written notice of appeal shall constitute a waiver of the right to appeal the decision of the hearing officer. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk.

5. The hearing on an appeal to the City Council shall be scheduled within twenty (20) days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing the City Council may affirm or reverse the decision of the hearing officer. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing or any continued session thereof. The hearing shall be confined to the record made before the hearing officer, the arguments of the parties or their representatives, any additional evidence which was not available at the time of the hearing before the hearing officer, and any other information the City Council deems necessary.
6. A licensee whose license has been revoked shall not be eligible for another such license for a period of one hundred eighty (180) days after such revocation.

O. Prohibited Acts.

1. No transient merchant shall sell to any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
2. No transient merchant shall have more than two (2) banner signs. Such signs shall be located within the licensed area. Such banner signs shall have a single face or two (2) parallel faces, with each face not to exceed twenty-four (24) square feet in area. Such sign shall be securely anchored so as to prevent its displacement by weather. Vehicle signs painted or attached directly to the body of the vehicle shall not be subject to this limitation.
3. No transient merchant shall conduct a transient sale with a display height in excess of fifteen (15) feet.
4. No transient merchant shall display wares or products without anchoring or affixing such wares or products in such a manner so as to prevent their displacement by weather conditions.
5. No transient merchant shall conduct a transient sale within the setback area designated by Section 5-3-4. No transient merchant shall sell, display or store merchandise or equipment outside the boundaries of the area designated for the operation of such business in a license issued pursuant to this article.
6. No transient merchant shall conduct a transient sale without displaying the license required by this section and a valid sales tax permit for such business within the place of sale in a manner such that it is readily visible to all persons attending the sale.
7. No transient merchant shall operate the business in a manner that violates any applicable food and sanitation laws.
8. A transient merchant shall remove all equipment, temporary structures, temporary toilet facilities, garbage (unless approved otherwise), and any vehicle or trailer used in the operation of the business from the licensed premises and the underlying parcel at least six (6) hours out of every 24-hour period. No transient merchant shall permit any equipment, temporary structures, temporary toilet facilities, garbage, vehicle or trailer used in the operation of the business to remain on the licensed premises or the underlying parcel during the hours identified for the site to be vacant in a license issued pursuant to this article. However, the requirements of this subsection (15) to evacuate the site shall not apply to the sale of raw fruits and vegetables, natural Christmas trees, live plants and nursery stock.
9. No private property owner shall allow, permit or authorize any person to conduct a transient sale without the license required by this article.
10. No private property owner or lessee shall allow, permit, or authorize the use of any property within the control of the private property owner or lessee in violation of any of the sections of this article.
11. No transient merchant shall operate the business in a manner that creates excessive noise.
12. No transient merchant shall sell food or beverages between 1:30 a.m. and 5:30 a.m.

P. Fee Schedule. License fees shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council.

CITY COUNCIL COMMUNICATION
Meeting Date: 02/28/2023

AGENDA ITEM: Public Hearing Ordinance 775 Amending Grimes Code of Ordinances Section 9-3-1, 9-3-2, 9-3-5, 9-3-10, 9-3-11 and 9-3-13 to 9-3-19 Regulating Installation, Payment, and Maintenance of Public Water Service System for February 28, 2023

BACKGROUND: Staff have been working to update Title 9 section 3 to align with current practice and State Code as well as streamline processes. Title 9 section 3 is the section within the City code that address the Water Service System. Items within this section include items such as Duties of the City, required permits, standards for connections, as well as, placement and operation of the curb stop.

Due to the number of changes being proposed, staff provided Council with a presentation outlining the proposed changes during the January 24th Council Meeting. Staff addressed feedback/questions from the Council prior to requesting this public hearing.

BUDGETARY CONSIDERATIONS: The proposed changes do not directly impact any changes to the budget.

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): N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley, Public Works Director

Prepared by:___KLH_____
Return to:_____

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

GRIMES ORDINANCE 775

AN ORDINANCE AMENDING GRIMES CODE OF ORDINANCES SECTIONS 9-3-1, 9-3-2, 9-3-5, 9-3-10, 9-3-11 AND 9-3-13 TO 9-3-19 REGULATING INSTALLATION, PAYMENT, AND MAINTENANCE OF PUBLIC WATER SERVICE SYSTEM

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Section 9-3-1, 9-3-2, 9-3-5, 9-3-10, 9-3-11 and 9-3-13 to 9-3-19 with regard to installation, payment and maintenance of public water service system.

SECTION 2. Amendment. The Grimes Code of Ordinance Sections 9-3-1, 9-3-2, 9-3-5, 9-3-10, 9-3-11 and 9-3-13 to 9-3-19 are hereby amended as underlined or deleted by strike through, as follows:

9-3-1 Definitions:

The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

Customer means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.

~~**Superintendent**~~ **Public Works Director or Designee** means a licensed water plant operator of the City's water system or any duly authorized assistant, agent or representative.

Water Main means a water supply pipe provided for public or community use.

Water Service Pipe means the pipe from the water main to the building served.

Water System or Water Works means all public facilities for securing, collecting, storing, pumping, treating and distributing water.

9-3-2 ~~Superintendent's Duties~~ Public Works Director or Designee's Duties:

The ~~Superintendent~~ Public Works Director or Designee shall supervise the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The ~~Superintendent~~ Public Works Director or Designee shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the ~~Superintendent~~ Public Works Director or Designee may make temporary rules for the protection of the system until due consideration by the Council may be had.

9-3-5 Permit:

Before any person makes a connection with the public water system, a written permit must be obtained from the ~~Clerk~~ Building Department. The application for the permit shall be filed with the ~~Clerk~~ Building Department on blanks furnished by the ~~Clerk~~ Building Department. The application shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. No different or additional uses will be allowed except by written permission of the ~~Clerk~~ Building Department. The ~~Clerk~~ Building Department shall sign and issue the permit and state the time of issuance, if the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid. Work under any permit must ~~be begun~~ begin within sixty (60) days after it is issued. The ~~Clerk~~ Building Department may at any time revoke the permit for any violation of this chapter and require that the work be stopped.

9-3-10 Tapping Mains:

After the excavation for the water service has been made and the fee for the connection has been paid to the Building Department, a company approved by the Water Department shall tap the main, in accordance with the following:

1. Independent Services. No more than one (1) house, building or premises shall be supplied from one (1) tap unless special written permission is obtained from the ~~Superintendent~~ Public Works Director or Designee and unless provision is made so that each house, building or premise may be shut off independently of the other.
2. Sizes of Pipes. All single-family dwelling and each unit of a duplex must have one (1) inch or larger water line prior to tapping the City main. Each water line of a duplex shall have a separate shut-off valve in the City right-of-way. Commercial or industrial customers shall also have a one (1) inch minimum size water line and the minimum size water line required for 4-plex and larger residential structures is a two (2) inch line.
3. Sizes and Location of Taps. All mains six (6) inches or less in diameter shall receive no larger than a three-fourths (¾) inch tap. All mains of over six (6) inches in diameter shall receive no larger than a one (1) inch tap. Where a larger connection than a one (1) inch tap is desired, two (2) or more small taps or saddles shall be used, as the ~~Superintendent~~ Public Works Director or Designee shall order. All taps in the mains shall be made at or near the top of the pipe, at least eighteen (18) inches apart. No main shall be tapped nearer than two (2) feet of the joint in the main.
4. Corporation Cock. A brass corporation cock, of the pattern and weight approved by the ~~Superintendent~~ Public Works Director or Designee, shall be inserted in every tap in the main. The corporation cock in the main shall in no case be smaller than one size smaller than the service pipe.
5. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the ~~Superintendent~~ Public Works Director or Designee in such form as the ~~Superintendent~~ Public Works Director or Designee shall require.

9-3-11 Installation of Water Service Pipe:

Water service pipes from the main to the ~~meter~~ curb stop setting shall be standard weight type K copper, one hundred forty (140) pound test P.V.C., or approved cast iron. Pipe must be laid sufficiently waving, and to such depth, as to prevent rupture from settlement or freezing.

9-3-13 Failure to Maintain:

When any portion of the water service pipe that is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance the City may do so and assess the costs thereof to the property. The ~~Superintendent~~ Public Works Director or Designee may order the water shut off from the property supplied by the services that has not been repaired or replaced within twenty-four (24) hours, or if the

~~Superintendent~~ Public Works Director or Designee finds that the damage or failure will result in substantial water loss, the water shall be turned off immediately.

9-3-14 Curb Stop:

There shall be installed within the public right-of-way a main shut-off valve of ~~the inverted key type~~ on the water service pipe at the outer sidewalk line ~~with a suitable lock~~ of a pattern approved by the ~~Superintendent~~ Public Works Director or Designee. The shut-off valve shall be ~~covered with a heavy metal cover having the letter "W" marked thereon,~~ constructed to be visible and even with the pavement or ground.

9-3-15 Interior Stop:

There shall be installed a ~~three-fourths by one (¾ x 1) inch~~ shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently and the pipes drained. Where one service pipe supplies more than one customer within the building, there shall be separate valves for each such customer so that service may be shut off for one without interfering with service to the others. Interior stop shall meet the design specifications set forth by the city of Grimes.

9-3-16 Inspection and Approval:

All water service pipes and their connections to the water system must be inspected and approved in writing by the ~~Superintendent~~ Public Works Director or Designee before they are covered, and the ~~Superintendent~~ Public Works Director or Designee shall keep a record of such approvals. If the ~~Superintendent~~ Public Works Director or Designee refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system shall permit the ~~Superintendent~~ Public Works Director or Designee to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

9-3-17 Completion by the City:

Should any excavation be left open or only partly refilled for twenty-four (24) hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the ~~Superintendent~~ Public Works Director or Designee shall have the right to finish or correct the work, and the ~~Council~~ Clerk shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

9-3-18 Shutting off Water Supply:

After following the procedures set out in Section 9-5-5, the ~~Superintendent~~ Public Works Director or Designee may shut off the supply of water to any customer because of any substantial violation of this chapter, or valid regulation under Section 9-3-2 that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the ~~Superintendent~~ Public Works Director or Designee has ordered the water to be turned on.

9-3-19 Operation of Curb Stop:

It is unlawful for any person except the ~~Superintendent or a plumber~~ Public Works Director or Designee to turn water on at the curb stop, and ~~said plumber~~ person, unless specifically authorized by the City, shall take ~~no~~ action contrary to the orders of the ~~Superintendent~~ Public Works Director or Designee. ~~and shall leave the~~ Water shall be off or on, as directed by the ~~Superintendent~~ Public Works Director or Designee.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this___day of _____and approved on this___day of _____, 2023.

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 02/28/2023

AGENDA ITEM: Public Hearing Ordinance 776 Amending and/or Deleting Grimes Code of Ordinances Section 9-4-3 to 9-4-13 Regulating Installation, Payment, and Maintenance of Water Meters for February 28, 2023

BACKGROUND: Staff have been working to update Title 9 section 4 to align with current practice and State Code as well as streamline processes. Title 9 section 4 is the section within the City code that address Water Meters. Items within this section include items such as the requirement for all water to be metered, fire sprinkler exceptions, location of meters, meter repairs and replacements, types of meters and methods for estimating non-metered water.

Due to the number of changes being proposed, staff provided Council with a presentation outlining the proposed changes during the January 24th Council Meeting. Staff addressed feedback/questions from the Council prior to requesting this public hearing.

BUDGETARY CONSIDERATIONS: The proposed changes do not directly impact any changes to the budget.

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): N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley, Public Works Director

Prepared by:___KLH_____
Return to:_____

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

GRIMES ORDINANCE 776

AN ORDINANCE AMENDING AND/OR DELETING GRIMES CODE OF ORDINANCES SECTIONS 9-4-3 TO 9-4-13 REGULATING INSTALLATION, PAYMENT, AND MAINTENANCE OF WATER METERS

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Section 9-4-3 to 9-4-13 with regard to installation, payment and maintenance of water meters.

SECTION 2. Amendment. The Grimes Code of Ordinance Sections 9-4-3 to 9-4-13 are hereby amended as underlined or deleted by strike through, as follows:

9-4-3 Fire Sprinkler Systems – Exception:

Fire sprinkler systems may be connected to water mains by direct connection without meters under the direct supervision of the ~~Superintendent~~ Public Works Director or designee. No open connection can be incorporated in the system, and there shall be no valves except a main control valve at the entrance to the building, which must be sealed open. All fire sprinkler systems must be in compliance with the current City of Grimes Fire Code and have a clear separation from all other service lines to allow for disconnection of service if necessary.

9-4-4 Location of Meters:

All meters shall be so located that they are easily accessible to meter readers and repair~~men~~ crews and protected from freezing. A remote read~~er~~ assembly for the water meter shall be installed by the City on all new homes on which construction has begun after the effective date of the ordinance codified herein (April 27, 1993). A remote read~~er~~ assembly shall also be installed on any pre-existing property whenever the meter is replaced and a remote reader is not currently installed. The remote read assembly will connect to the water meter and be installed by the City ~~property owner shall install a remote reader connected to the water meter and the remote reader shall be placed~~ on the outside of the house immediately adjoining any other remote reader located on the outside of the house.

9-4-5 Meter Setting:

The property owner shall provide all necessary piping and fittings for proper setting of the meter including an approved ~~globe type~~ valve on the discharge side of the meter. Meter pits may be used only upon approval of the ~~Superintendent~~ Director of Public Works or Designee and shall be of a design and construction approved by the ~~Superintendent~~ Director of Public Works or Designee.

9-4-6 Meter Costs:

The full cost of any meter larger than that required for a single-family residence shall be paid to the City by the property owner or customer prior to the installation of any such meter by the City. Or at the sole option of the City, the property owner or customer may be required to purchase and install such meter in accordance with requirements established by the City.

~~With regard to any meter which is larger than necessary for single-family dwellings (⅝ x ¾" meter), the property owner or customer shall own the meter. The property owner or customer shall not be charged repair or~~

~~maintenance fees by the City. However, the City has the right of access to inspect and read the meter during reasonable hours. The property owner is required to have the meter tested and certified at least once every five (5) years by an approved testing service identified by the Council pursuant to resolution. The property owner or customer shall pay for testing and repair of the meter. The City reserves the right to require more frequent testing at intervals more frequent than every five (5) years, if the City reasonably believes the meter is not correct or not functioning properly. In the event more frequent testing is requested by the City, the City shall pay for testing if the test determines that the meter is functioning properly. If the meter is in need of repair or replacement, the property owner or customer shall pay for the testing and repair or replacement.~~ The meter and remote read assembly ~~Radio-read meter permit~~ costs shall be provided in accordance ~~to with~~ the City fee schedule as adopted by resolution by Council ~~from time to time~~.

All property owners and customers utilizing water meters ~~in the City~~ shall be charged a ~~rate~~ fee on a monthly basis to fund the ~~for~~ repair or replacement of ~~their~~ City water meter. Fees are determined within the City fee schedule as adopted by resolution ~~from time to time~~ by City Council.

~~The construction water permit allows the user a maximum of five thousand (5,000) gallons of water to be used. All gallons used over and above five thousand (5,000) shall be billed at regular rates per Grimes Code Sections 9-5-2 and 9-7-2. The fee for a construction water permit shall be determined by the City fee schedule as adopted by resolution from time to time by the City Council.~~

The repairs or replacement for single-family dwellings shall be carried out pursuant to the terms of Section 9-4-7.

9-4-7 Meter Repairs or Replacements:

Whenever a ~~⅝ x ¾"~~ water meter or remote read assembly ~~owned by the City~~ is found to be out of order the ~~Superintendent~~ Public Works Director or Designee shall have it repaired or replaced. If it is found that damage to the meter or remote read assembly has occurred due to the carelessness, ~~or~~ negligent ~~ce~~ or intentional act of the ~~customer~~ resident or property owner, ~~or the meter is not owned by the City, then~~ the property owner shall be liable for the cost of repairs or replacement.

9-4-8 Right of Entry:

The ~~Superintendent~~ Public Works Director or designee shall be permitted to enter the premises of any customer at any reasonable time to test, read, remove, or change a meter and/or to terminate water service.

9-4-9 Irrigation of Meters:

~~Irrigation meters may~~ At the request of the property owner, an irrigation meter shall ~~to~~ be installed by ~~a plumber licensed by~~ the City of Grimes to measure city water that is used for irrigation of the property and not placed in the sanitary sewer system. ~~use for irrigation or swimming pools, yards, gardens and other uses for which sanitary sewer charges are not applicable.~~ The irrigation meter readings will be used to reduce sewer for the property. The irrigation meter shall be permanently installed with backflow prevention as required by the latest edition of the plumbing code as adopted by the City of Grimes. Annual backflow system inspection by a certified inspector registered with the State of Iowa, and proof of inspection filed with the City. The property owner shall bear all costs associated with the installation and inspections, and shall ~~including~~ reimburse~~ing~~ the City for the cost of the meter and remote read~~er~~ assembly. ~~The costs for the meter and remote assembly shall be financed by allowing ten (10) equal payments payable over ten (10) months. This charge shall be included as part of the monthly water bill and will be payable at the same terms of the water bill. A finance charge will not be added to this cost.~~ Irrigation systems shall not be installed within the City right-of-way.

9-4-10 Hydrant Meters:

Any person wishing to ~~use~~ rent a hydrant meter shall complete an application form, which will be made available to ~~said person~~ by the ~~Superintendent~~ Public Works Director or Designee. No meter may be attached to a hydrant except by a City employee or by authorization of the City. No hydrant meter will be installed before April ~~15~~ 1 during a calendar year, or be allowed to remain on a hydrant after ~~October 15~~ November 1 unless authorized by

the ~~City~~ Public Works Director or their Designee. ~~The deposit to be charged for such use of said meters shall be at the same rate as the cost of the meter.~~ All ~~Grimes utility billing~~ ~~customers~~ shall provide a deposit of the actual cost of the meter. The ~~which~~ deposit will be returned when the meter is returned to the ~~Department Utility Billing Clerk at City Hall~~ Public Works Department. If the meter is ~~returned in a~~ damaged ~~condition~~, charges for repairs or replacement shall be deducted from the deposit. The fee for hookup, disconnection and administration shall be provided in accordance ~~to~~ with the City fee schedule as adopted by resolution ~~from time to time~~ by City Council.~~,~~ ~~and~~ ~~U~~users of hydrant meters shall be charged for all water used, based on hydrant meter readings. The following regulations apply to the use of hydrant meters:

1. Applicants shall notify the Water Department at least twenty-four (24) hours before the meter is needed, and applicants shall provide their own hoses and fittings ~~aside~~ in addition to from the hydrant meter and valves.
2. The City will make a hydrant meter available on a first-come, first-served basis, and the meter shall be available to any one user for ~~fifteen (15)~~ thirty (30) calendar days. At the end of that time, the user may reapply. The City reserves the right to withdraw permission to use the hydrant meter in fire, weather or water shortage emergencies or if the meter is being used in violation of this section or utilization is extended to others not specified in the application.
3. Hydrant meters shall be connected to and used only on fire hydrants located within the City.
4. Users shall not tamper with or disturb meter devices or tamper with valves or other connections or appurtenances on the hydrant meter or on the City water system.
5. Any cost incurred by the city to repair or replace the hydrant meter or hydrant due to tampering, removal, or loss of the meter during rental, shall be charged to the applicant.

9-4-11 Meter Installation Fee:

The property owner shall pay an installation fee for each ~~new~~ installation of a water meter and remote read~~er~~ assembly. The fee shall be provided in accordance ~~to~~ with the City fee schedule as adopted by resolution ~~from time to time~~ by City Council.

~~9-4-12 Meter Testing:~~

~~Water meters will be tested by the use of a portable test tank or other approved means. The meter test fee payment will be required to cover costs before a test is made. The fee shall be provided in accordance to the City fee schedule as adopted by resolution from time to time by City Council. If the test shows the meter to be defective, resulting in an overcharge, the required fee will be returned.~~

9-4-~~13~~-12 Water Not Registering:

If a water meter fails to register the quantity of water accurately, the quantity shall be determined, and the charge made based upon the average monthly quantity registered during ~~such preceding period of~~ the twelve month time period prior to the date of the meter's failure. Or, if twelve months of information is not available, the charge will be based on a monthly average of 5000 gallons usage. If an irrigation meter fails to register the quantity of water used for irrigation, the average monthly irrigation meter readings for the calendar year prior to the failure shall be used to calculate the sewer bill reduction, if available.~~to register as the water billing department shall decide~~.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this___day of _____and approved on this___day of _____, 2023.

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 02/28/2023

AGENDA ITEM: Public Hearing Ordinance 777 Amending and/or Deleting Grimes Code of Ordinances Sections 9-5-2 to 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, 10-7-8 and 10-7-11 Regulating City Charges for Water and Storm Water Services for February 28, 2023

BACKGROUND: Staff have been working to update Title 9 section 5 to align with current practice and State Code as well as streamline processes. Title 9 section 5 is the section within the City code that addresses Water Rates. This Ordinance amendment does not recommend any changes to the current rates. Items within this section that are being amended include items such as a minimum billed volume for services outside the City, aligning discontinued service with current practice, aligning lien exemptions with Iowa Code and the City Fee Schedule, and the timing and requirements of deposits.

The changes addressed in Title 10 section 7 address the timing of stormwater billing for developed parcels.

Due to the number of changes being proposed, staff provided Council with a presentation outlining the proposed changes during the January 24th Council Meeting. Staff addressed feedback/questions from the Council prior to requesting this public hearing.

BUDGETARY CONSIDERATIONS: The proposed changes do not directly impact any changes to the budget.

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): N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley, Public Works Director

Prepared by:___KLH_____
Return to:_____

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

GRIMES ORDINANCE 777

AN ORDINANCE AMENDING AND/OR DELETING GRIMES CODE OF ORDINANCES SECTIONS 9-5-2 TO 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, 10-7-8 and 10-7-11 REGULATING CITY CHARGES FOR WATER AND STORM WATER SERVICES

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Sections 9-5-2 TO 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, 10-7-8 and 10-7-11 with regard to City regulations relating to charges for water and storm water services.

SECTION 2. Amendment. The Grimes Code of Ordinance Sections 9-5-2 TO 9-5-5, 9-5-7, 9-5-9, 9-5-10, 9-5-11, 10-7-8 and 10-7-11 are hereby amended as underlined or deleted by strike through, as follows:

9-5-2 Rates for Service and Meter Rentals:

Water service shall be furnished at the following monthly rates within the City which includes a minimum monthly purchase of 1000 gallons:

1. Residential and Commercial Rates. The charge for water for residential and commercial use is as follows:

	2.50%	*2.50%*	*2.50%*	*2.50%*	*2.50%*
Water Usage Rates	**Effective 8/1/2022**	**Effective 7/1/2023**	**Effective 7/1/2024**	**Effective 7/1/2025**	**Effective 7/1/2026**
Rate Per 1,000 Gallons	$10.46	$10.72	$10.99	$11.26	$11.54

2. Water Used During Construction. The fee for a water construction permit shall be provided in accordance to the City fee schedule as adopted by resolution ~~from time to time~~ by City Council.
3. Meter Charges. Meter fees shall be provided in accordance ~~to~~ with the City fee schedule adopted by resolution ~~from time to time~~ by City Council.

9-5-3 Rates Outside the City:

Water service shall be provided any customer located outside the corporate limits of the City which the City has agreed to serve at rates one and one-half (1.5) times the rates provided in 9-5-2 including a minimum monthly purchase of 1000 gallons. No such customer, however, will be served unless the customer shall have signed a

service contract agreeing to be bound by the ordinances, rules and regulations applying to water service established by the Council.

9-5-4 Billing for Water Service:

Water service shall be billed as part of a combined service account, payable in accordance with the following:

1. Meters Read. Where remote readers are in place and there is a discrepancy between the remote reader and the actual meter reading, the physical meter reading will be the billed amount.
2. Bill Issued. The City ~~Clerk~~ shall prepare and issue bills for combined service accounts on or before the first working day of each month.
3. Bills Payable. Bills for combined service accounts shall be due and payable at City Hall ~~the office of the Clerk~~ by the 20th day of the month.
4. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A one-time late payment penalty of one and one-half percent (1.5%) of the amount due, plus a service fee in accordance with the City fee schedule adopted by resolution by City Council, shall be added to each delinquent bill.

9-5-5 Service Discontinued:

Water service to delinquent customers shall be discontinued in accordance with the following:

1. Notice. The City shall notify each delinquent customer that service will be discontinued if payment of the combined service account, including late payment charges, is not received within twelve days of the date of the notice of delinquency. Such notice shall be sent by first class mail to the customer in whose name the delinquent charges were incurred and shall inform the customer of the nature of the delinquency and afford the customer with information regarding the opportunity for a hearing prior to the discontinuance or disconnection. ~~The Clerk shall notify each delinquent customer with a reminder notice that service will be discontinued if payment of the combined service account, including late payment charges, is not received. Such notice shall be sent by first class mail within seven (7) working days after the bill becomes delinquent~~.

~~2.~~ Notice to Landlords. If the customer is a tenant, the notice of delinquency shall also be given to the owner or landlord. If the customer is a tenant and requests a change of name for service under the account, such request shall be sent to the owner or landlord of the property if the owner or landlord has made a written request for notice of any change of name for service under the account to the rental property. ~~If the customer is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice of delinquency shall also be given to the owner or landlord.~~

~~3. Service Discontinued. Disconnect notices will be sent six (6) days after the date that the reminder notice is sent. Such notice shall be sent by regular mail and shall inform the customer of the nature of the delinquency and afford the customer the opportunity for a hearing prior to the discontinuance. The total bill, plus a service charge for the expenses connected with the disconnect notice must be paid within five (5) working days of the date of the disconnect notice or service will be terminated per order of the Superintendent. The service charge shall be determined by the City fee schedule as adopted by resolution from time to time by City Council.~~

4. Hearing. If a request for hearing by the customer is received at City Hall by noon of the day prior to the disconnect date in the notice, the City Administrator or designee shall conduct an informal hearing and shall make a written determination as to whether the disconnection is justified. The request for hearing shall include the customer's phone number, and the informal hearing may be conducted by phone or in person. ~~If a hearing is requested by noon of the day preceding the shutoff, the City Administrator shall conduct an informal hearing and shall make a determination as to whether the disconnection is justified.~~

5. Fees. A ~~turn-on~~ fee will be charged ~~to restore water service~~ during regular working hours defined as 8:00 a.m. to 4:30 ~~3:00~~ p.m. on regular City workdays of Monday through Friday. An additional ~~increased turn-on~~ fee will be charged before service is restored at any other time including weekends and holidays. ~~Turn-on~~ Fees shall be determined by the City fee schedule as adopted by resolution ~~from time to time~~ by City Council. Delinquent water payments made to the City after 4:30 ~~5:00~~ p.m. will result in restored water service on the next regular City workday. No ~~turn-on~~ fees ~~or service fee~~ shall be charged to establish water service as a result of a change in occupancies of a property where there is no delinquent water service charge.

9-5-7 Lien Exemption:

The lien for nonpayment shall not apply to residential rental properties where water service is separately metered and the charges thereof are paid directly by the tenant, providing the landlord has given written notice to the ~~Clerk~~ City that the tenant is liable for the charges and a deposit in accordance with the fee schedule adopted by the City Council. ~~not exceeding the usual cost of ninety (90) days of water service is paid to the City~~. The landlord's written notice shall contain the name of the tenant responsible for charges, the address of occupancy and the date of occupancy. A change in tenant shall require a new written notice and deposit within thirty (30) business days of the change for residential properties and ten (10) days for commercial properties. When the tenant moves from the rental property, the City ~~Clerk~~ shall refund the deposit if the water service charges are paid in full and the lien exemption shall be lifted from the rental property.

9-5-9 Customer Deposits:

There shall be required from every residential customer not the owner of the premises served a deposit intended to guarantee the payment of bills for service. The deposit fee shall be provided in accordance with the City fee schedule adopted by resolution ~~from time to time~~ by City Council. The deposit shall be paid in full to the City before service will be turned on or put into tenant's name. When a customer moves, the deposit shall be applied to the final bill and the remaining funds refunded. ~~shall be refunded on notification in writing to the City that the property being serviced has been sold, transferred or conveyed, and a final reading of the meter has been made, a final bill submitted and payment received. The notice shall state the name, address, social security number or other Federal tax identification number of the person to whom the property has been sold, transferred or conveyed.~~ Any person receiving water service who has been delinquent in paying for water service and has received a shutoff notice because of the delinquency twice in one calendar year, shall be required to pay a deposit ~~with the City a fee~~ in accordance with the City fee schedule as adopted by resolution ~~from time to time~~ by City Council. This deposit shall be in addition to any other that has been made. The shutoff notice served shall have printed in bold face type a warning of the conditions under which the additional deposit will be required. If a deposit is required of a customer due to delinquent water payments, the deposit shall be refunded to the customer if the customer makes timely payments of his or her water bill for a period of two (2) years after the deposit to the City.

9-5-10 Water Leakage:

Pursuant to policy specifications adopted by the City Council, a property owner may petition the Council for a possible reduction in fees, based on domestic water meters, due to an emergency water leakage situation that has been resolved. If the Council grants a reduction in fees, the credit calculation will be based on an average of the previous (12) months of consumption for that customer prior to the leak. If a twelve-month average is not available (new customer), the average will be based on 5,000 gallons a month usage.

~~No reduction in billing will be made to water fees in the event of leakage after the water has passed through the meter. It is the owner's responsibility to maintain plumbing to prevent leaks. The property owner may petition the Council for a hearing regarding the possible reduction in sewer fees where there is evidence that the water did not enter the City Sewer System. If the Council grants a reduction in sewer fees, the credit given will be the~~

~~difference between the actual consumption for the month in which the leakage occurred and the average of the last twelve (12) months of consumption for that customer.~~

9-5-11 Procedure for Adjustment:

The City Council may, upon petition of a commercial or industrial entity, consider the reduction of water rates for said entity. Consideration shall be dependent upon the total usage of water and a complete cost benefit analysis reflecting the increase in the number of jobs the said entity is bringing to the City of Grimes, the wage rates of the employees, the increased valuation, and the resulting tax revenue. Said reduction may be given as an economic incentive in addition to or replacement of other financial incentives. The Council may set a specified time frame for the reduction in rates. Said reduction shall not reduce the water user charges below the City's fixed cost for commodities and utilities for the additional water usage. Under no circumstance can the adjustment occur beyond five years from the time it is granted, unless extended by formal action of the City Council.

10-7-8 Basic Rate:

1. Except as hereinafter noted, each customer whose property lies within the corporate limits of the City shall pay to the City, as a part of the customer's combined service account with the Grimes Utility Billing Department, at the same time payment for other City utilities are made, the following charges per Equivalent Residential Lot (ERL) associated with the customer's property:
   A. Undeveloped properties. A flat storm sewer availability charge at the rate of $0.00 per month.
   B. Single-family dwelling, one (1) ERL: $5.00 per month.
   C. Duplex dwelling, one (1) ERL: $5.00 per month.
   D. Townhome dwelling, one (1) ERL: $5.00 per month.
   E. Mobile home dwelling, one-half (½) ERL: $2.50 per month.
   F. Apartment dwelling, one-half (½) ERL: $2.50 per month.
   G. Non-residential properties: $5.00 per ERL per month, with a minimum of one (1) ERL and up to a maximum of forty (40) ERLs.
2. The yearly rate shall increase by five percent (5.0%) per year through 2018. As a result of the annual review of rates, as detailed in Section 10-7-12 of this chapter, the Council may choose to adjust the monthly ERL rate as necessary. Such rate adjustments shall be approved by Resolution of the City Council.

   The number of Equivalent Residential Lots (ERL) on non-residential properties shall be calculated by reference to the Polk and Dallas County records. ~~Stormwater fee billing will begin upon water meter installation~~.

10-7-11 Stormwater Service Billing:

1. All stormwater management fees shall be due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 9-5-4 of this Code of Ordinances. Water service may be discontinued in accordance with the provisions contained in Section 9-5-5 if the combined service account becomes delinquent, and the provisions contained in Section 9-5-6 relating to lien notices shall also apply in the event of a delinquent account.
2. ~~Stormwater fee billing will begin upon water meter installation.~~

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this___day of _____and approved on this___day of _____, 2023.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 2/28/2023

AGENDA ITEM: Resolution Approving Professional Services Agreement – Fire Station Architectural Services SVPA

BACKGROUND: The City Council has prioritized the construction of a new Fire Station.

Staff issued an RFP and held interviews with consultants. Based upon the interviews, and prior work experiences, staff is recommending SVPA to complete the design.

SVPA is currently working on the design of the GrimesPlex support services buildings, and SVPA has demonstrated experience with similar facilities. SVPA recently completed the Clive Public Safety Center and Des Moines Fire Station #11.

BUDGETARY CONSIDERATIONS: 5.95% of the construction project cost.

STRATEGIC PLANNING:
Prioritized: YES

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

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Approval

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

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

GRIMES RESOLUTION NO.02-2823

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT – FIRE STATION ARCHITECTURAL SERVICES - SVPA ARCHITECTS, INC

WHEREAS, the City Council has prioritized the construction of a new Fire Station (the "Station"); and

WHEREAS, staff issued a request for proposals and interviewed consultants; and

WHEREAS, SVPA Architects, Inc. has demonstrated experience with similar facilities and have extensive expertise in the Des Moines Metra area; and

WHEREAS, the City Attorney has reviewed the attached AIA Document B132-219 with SVPA.

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

Section 1. The AIA Document B132-2019 with SVPA Architects, Inc is hereby approved.

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

PASSED AND APPROVED this 28th day of February 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-First day of February in the year Two Thousand Twenty-three *(In words, indicate day, month, and year.)*

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

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

and the Architect:
(Name, legal status, address, and other information)

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

for the following Project:
(Name, location, and detailed description)

Grimes Fire Station
200 N. James Street
Grimes, IA 50111
New fire station for the City of Grimes.

The Construction Manager:
(Name, legal status, address, and other information)

The Weitz Company
611 5th Avenue
Des Moines, IA 50309

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Attachment A Fee Proposal

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Attachment A Fee Proposal

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$10 Million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Contract Documents released at end of 2023

.2 Construction commencement date:

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Spring, 2024

.3 Substantial Completion date or dates:

Fall, 2025

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Construction Manager as Advisor

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Competitive bidding consistent with Iowa law for the letting of public contracts.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None identified at this time.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Angie Pfannkuch

Sidekick Development
1104 S. Atticus
West Des Moines, IA 50266

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

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.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

As specified in Section 1.1.12.1.

.5 Other consultants and Contractors:
(List any other consultants and Contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Robert T. Ormsby, AIA, LEED AP
SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KPFF Consulting Engineers
Brad Stork, PE
604 Locust Street
Des Moines, IA 50309

.2 Mechanical Engineer:

Twin Rivers Engineering, Inc.
David J. Losen, PE
1000 Illinois Street
Des Moines, IA 50314

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.3 Electrical Engineer:

Twin Rivers Engineering, Inc.
Dennis M. Bennett, PE
1000 Illinois Street
Des Moines, IA 50314

.4 Civil Engineer:
Civil Design Advantage, LLC
Keith Weggen
3405 SE Crossroads Drive
Suite G
Grimes, IA 50111

.5 Landscape Architect:
Confluence
Matt Carlile
525 17th Street
Des Moines, IA 50309

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

See Attachment A Fee Proposal

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This representative shall be Robert Ormsby.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000.,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability. umbrella or excess policies. All liability policies except Worker's Compensation shall be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to City of Grimes under Iowa Code Section 670.4 as.it now exists or may be amended from time to time."

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The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the City of Grimes under Iowa Code Chapter 670 as it now exists or may be amended from time to time."

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, landscape architecture, structural, mechanical, and electrical engineering and interior design services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

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§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction

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Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (2) a project manual that includes the Conditions of the Contracts for Construction and Specifications.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- **.1** attending a pre-bid conference for prospective bidders;
- **.2** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the

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Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

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§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

.1 conduct inspections to determine the date of Substantial Completion and the date of final completion;

.2 issue a Certificate of Substantial Completion prepared by the Construction Manager;

.3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and

.4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Not provided

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§ 4.1.1.2	Programming	Architect: Included in Basic Services
§ 4.1.1.3	Multiple preliminary designs	Not provided
§ 4.1.1.4	Measured drawings	Not provided
§ 4.1.1.5	Existing facilities surveys	Architect: Included in Basic Services
§ 4.1.1.6	Site evaluation and planning	Architect: Included in Basic Services
§ 4.1.1.7	Building Information Model management responsibilities	Not provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9	Civil engineering	Architect: Included in Basic Services
§ 4.1.1.10	Landscape design	Architect: Included in Basic Services
§ 4.1.1.11	Architectural interior design	Architect: Included in Basic Services
§ 4.1.1.12	Value analysis	Not provided
§ 4.1.1.13	Cost estimating	Not provided
§ 4.1.1.14	On-site project representation	Architect: Included in Basic Services – monthly site visits
§ 4.1.1.15	Conformed documents for construction	Not provided
§ 4.1.1.16	As-designed record drawings	Architect: Included in Basic Services
§ 4.1.1.17	As-constructed record drawings	Not provided
§ 4.1.1.18	Post-occupancy evaluation	Architect: Included in Basic Services: 11 month warranty walk through
§ 4.1.1.19	Facility support services	Not provided
§ 4.1.1.20	Tenant-related services	Not provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.22	Telecommunications/data design	Architect: Included in Basic Services
§ 4.1.1.23	Security evaluation and planning	Not provided
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26	Historic preservation	Not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not provided
§ 4.1.1.29	Other Supplemental Services	Not provided
ICC 500 3rd Party Peer Review Report		Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

None identified at this time.

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Facility commissioning

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

.3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

.6
(Paragraphs deleted)
Preparation for, and attendance at, a public presentation, meeting or hearing;

.7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.9 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

(Paragraph deleted)

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.1 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors

.2 Semi-Monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable

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delay in the orderly and sequential progress of the Architect's services. This representative shall be Angie Pfannkuch, President of Sidekick Development.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N.A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Five point Nine Five percent (5.95) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly per Attachment A Fee Proposal

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per Attachment A Fee Proposal

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)
zero percent (0 %).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming	Two	Percent	(2%)	
Schematic Design Phase	Eighteen	percent (	18	%)
Design Development Phase	Eighteen	percent (	18	%)
Construction Documents Phase	Thirty-Seven	percent (	37	%)
Procurement Phase	Three	percent (	3	%)
Construction Phase	Twenty-Two	percent (	22	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment A Fee Proposal

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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.1 Transportation and authorized out-of-town travel and subsistence;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;
.3 Printing, reproductions, plots, and standard form documents;
.4 Postage, handling, and delivery;

(Paragraphs deleted)

.5 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

.6 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars and cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

NA

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

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.1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2 AIA Document

(Paragraphs deleted)

A232-19 General Conditions of the Contract for Construction

(Paragraphs deleted)

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit A Fee Proposal

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Scott Mikkelsen, Mayor	Robert T. Ormsby, AIA, LEED AP, Vice President/Secretary
(Printed name and title)	*(Printed name, title, and license number, if applicable)*

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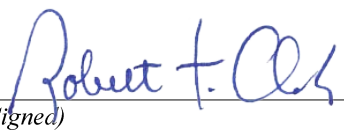
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert T. Ormsby, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:16:10 CT on 02/21/2023 under Order No. 2114353982 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Vice President | Secretary

(Title)

February 21, 2023

(Dated)

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SVPA ARCHITECTS
www.svpa-architects.com
Phone 515.327.5990
1466 28th Street, Suite 200
West Des Moines, Iowa 50266

ATTACHMENT A
FEE PROPOSAL

FEE STRUCTURE

SVPA Architects Inc. proposes to establish Basic Compensation for basic design services for Civil Engineering, Landscape Architecture, Structural Engineering, Architectural and Interior Design, Mechanical, Electrical, Plumbing and Technology Engineering on a percentage of the Total Cost of Construction for the project. For this project, we propose a fee of 5.95**%**. This fee also includes a study of the existing library for its viability for re-use for the fire station. Based on the budgeted $10,000,000 Total Cost of Construction, this would equate to a **fixed fee of $595,000.** Once the project has reached the conclusion of the Design Development (DD) phase and the City has approved the estimate of probable construction cost, we would propose to establish/confirm the lump sum fixed fee based on 5.95% of the approved DD phase cost estimate. Should the final Total Cost of Construction be within plus or minus 10% of the DD phase estimate, the fee shall remain fixed for the remainder of the project. In the event that the project scope changes by more than 10% between DD and the Construction Phase, we will amend the fee structure to 5.95% of the actual Total Cost of Construction. The Total Cost of Construction shall include site development costs, general building core & shell construction, interior finishes and mechanical, electrical, plumbing and technology costs. Fixtures, furnishings and equipment designed or specified by the SVPA Architects team shall also be included in the Total Cost of Construction. Based on the scope of work and budget assumptions listed above the breakdown of the total fees per design phase will be as follows:

Schedule of Fees per Design Phase	%Total	Fixed Fee
Programming:	2%	$11,900
Schematic Design Phase:	18%	$107,100
Design Development Phase:	18%	$107,100
Construction Documents Phase:	37%	$220,150
Bid/Negotiation Phase:	3%	$17,850
Construction Administration Phase:	22%	$130,900
Total:	100%	**$595,000**

Our Team is proposing an optional service as an “Add Alternate” for Fundamental HVAC Commissioning for a fee of $26,000.
Basic Services do not include Site Survey, Geotechnical Services, Furniture Design or LEED services.

FORM OF CONTRACT

We propose to utilize a Standard Form of Agreement Between Owner and Architect AIA Document B101 (2017 edition). Monthly invoices will be submitted based upon the percentage of work completed per the Design Phase Fee Schedule listed above. Invoices are due to be paid within 30 days; prompt payment is always appreciated. If Additional Services are requested beyond the scope of basic services as outlined in the Standard AIA Form of Agreement Between Owner and Architect, they will be billed per SVPA’s standard hourly rates. Reimbursable expenses for items such as travel mileage, printing, shipping and long-distance communications are in addition to basic services and will be billed at 1.0 times cost directly to the Owner.

The Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care in the orderly progress of the Project and will perform the Architect’s services in a manner consistent with the interests of the Owner. The Architect shall perform all work and provide all services under this Agreement in accordance with the applicable laws, rules and regulations.

SVPA ARCHITECTS
www.svpa-architects.com
Phone 515.327.5990
1466 28th Street, Suite 200
West Des Moines, Iowa 50266

ATTACHMENT A
FEE PROPOSAL

HOURLY RATE SCHEDULE

Compensation for Designated Services shall be at a fixed rate per hour, effective January 1, 2023 through December 31, 2023 as follows:

▪ Principal	$200/hr.
▪ Associate Architect	$150/hr.
▪ Associate Interior Designer	$150/hr.
▪ Senior Architect	$145/hr.
▪ Architect	$125/hr.
▪ Intern Architect	$105/hr.
▪ Senior Interior Designer	$145/hr.
▪ Interior Designer	$125/hr.
▪ Intern Interior Designer	$105/hr.
▪ Project Coordinator	$95/hr.
▪ Senior Architectural Technician	$95/hr.
▪ Architectural Technician	$85/hr.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to Basic, Supplemental and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the project, as follows:

1. Transportation and authorized out-of-town travel and subsistence
2. Long distance services, dedicated data and communication services, Project web sites and extranets
3. Permitting and other fees required by authorities having jurisdiction over the Project
4. Printing, reproductions, plots and standard form documents, excluding printing for SVPA office use
5. Postage, handling and delivery
6. Expense of overtime work requiring higher than regular rates, if requested and authorized by Owner
7. Outsourced renderings, animations, mock-ups, physical models and photography requested by Owner
8. If required and approved by the Owner, the additional expense of professional liability insurance dedicated exclusively to this Project in excess of coverage or limits normally maintained by the Architect
9. Taxes levied on professional services and reimbursable expenses for this Project
10. Expenses for the Architect and Architect's consultants to provide a Project site office, if required and approved by the Owner

Additions and Deletions Report for

AIA® Document B132™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:16:10 CT on 02/21/2023.

PAGE 1

AGREEMENT made as of the First day of February in the year Two Thousand Twenty-three

...

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

...

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

...

Grimes Fire Station
200 N. James Street
Grimes, IA 50111
New fire station for the City of Grimes.

...

The Weitz Company
611 5th Avenue
Des Moines, IA 50309

PAGE 2

See Attachment A Fee Proposal

...

See Attachment A Fee Proposal

...

$10 Million

...

Contract Documents released at end of 2023

PAGE 3

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Spring, 2024

...

Fall, 2025

...

Construction Manager as Advisor

...

Competitive bidding consistent with Iowa law for the letting of public contracts.

...

None identified at this time.

...

Angie Pfannkuch

...

Sidekick Development
1104 S. Atticus
West Des Moines, IA 50266
PAGE 4

TBD

...

TBD

...

As specified in Section 1.1.12.1.

...

Robert T. Ormsby, AIA, LEED AP
SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

...

KPFF Consulting Engineers
Brad Stork, PE
604 Locust Street
Des Moines, IA 50309

...

Twin Rivers Engineering, Inc.

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David J. Losen, PE
1000 Illinois Street
Des Moines, IA 50314

PAGE 5

Twin Rivers Engineering, Inc.
Dennis M. Bennett, PE
1000 Illinois Street
Des Moines, IA 50314

...

.4 Civil Engineer:
Civil Design Advantage, LLC
Keith Weggen
3405 SE Crossroads Drive
Suite G
Grimes, IA 50111

.5 Landscape Architect:
Confluence
Matt Carlile
525 17th Street
Des Moines, IA 50309

...

N/A

...

See Attachment A Fee Proposal

...

§ 1.3 The parties ~~shall~~ may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~ may use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth ~~in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 6

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This representative shall be Robert Ormsby.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

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§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000.,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

...

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability. umbrella or excess policies. All liability policies except Worker's Compensation shall be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to City of Grimes under Iowa Code Section 670.4 as.it now exists or may be amended from time to time." The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the City of Grimes under Iowa Code Chapter 670 as it now exists or may be amended from time to time."
PAGE 7

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, landscape architecture, structural, mechanical, and electrical engineering and interior design services. Services not set forth in this Article 3 are Supplemental or Additional Services.
PAGE 9

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) ~~procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3)~~ the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and ~~(4)~~ (2) a project manual that includes the Conditions of the Contracts for Construction and ~~Specifications, and may include bidding requirements and sample forms.~~Specifications.

...

~~The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors.~~ Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining ~~either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.~~competitive bids; (.

...

~~.1 facilitating the distribution of Bidding Documents to prospective bidders;~~
~~.2 organizing and conducting~~ attending a pre-bid conference for prospective bidders;
~~.3~~ .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
~~.4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service,~~ shall consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~**§ 3.5.3 Negotiated Proposals**~~

~~**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~**§ 3.5.3.2** The Architect shall assist the Owner and Construction Manager in obtaining proposals by:~~

- ~~**.1** facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;~~
- ~~**.2** organizing and participating in selection interviews with prospective Contractors;~~
- ~~**.3** preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and~~
- ~~**.4** participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 12

§ 4.1.1.1	Assistance with selection of Construction Manager	Not provided
§ 4.1.1.2	Programming	Architect: Included in Basic Services
§ 4.1.1.3	Multiple preliminary designs	Not provided
§ 4.1.1.4	Measured drawings	Not provided
§ 4.1.1.5	Existing facilities surveys	Architect: Included in Basic Services
§ 4.1.1.6	Site evaluation and planning	Architect: Included in Basic Services
§ 4.1.1.7	Building Information Model management responsibilities	Not provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9	Civil engineering	Architect: Included in Basic Services
§ 4.1.1.10	Landscape design	Architect: Included in Basic Services
§ 4.1.1.11	Architectural interior design	Architect: Included in Basic Services
§ 4.1.1.12	Value analysis	Not provided
§ 4.1.1.13	Cost estimating	Not provided
§ 4.1.1.14	On-site project representation	Architect: Included in Basic Services – monthly site visits
§ 4.1.1.15	Conformed documents for construction	Not provided
§ 4.1.1.16	As-designed record drawings	Architect: Included in Basic Services
§ 4.1.1.17	As-constructed record drawings	Not provided
§ 4.1.1.18	Post-occupancy evaluation	Architect: Included in Basic Services: 11 month warranty walk through
§ 4.1.1.19	Facility support services	Not provided
§ 4.1.1.20	Tenant-related services	Not provided

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§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.22	Telecommunications/data design	Architect: Included in Basic Services
§ 4.1.1.23	Security evaluation and planning	Not provided
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26	Historic preservation	Not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not provided
§ 4.1.1.29	Other Supplemental Services	Not provided
ICC 500 3rd Party Peer Review Report		Not provided

PAGE 13

None identified at this time.

PAGE 14

Facility commissioning

...

.6 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~

~~.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~

~~.8~~ Preparation for, and attendance at, a public presentation, meeting or hearing;

~~.9~~ .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

~~.10 Evaluation of the qualifications of entities providing bids or proposals;~~

~~.11~~ .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

~~.12~~ .9 Assistance to the Initial Decision Maker, if other than the Architect.

...

~~.1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;~~

~~.2~~

.1 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

PAGE 15

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors

.2 ~~( )~~ Semi-Monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

...

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§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. This representative shall be Angie Pfannkuch, President of Sidekick Development.

PAGE 17

~~**§ 6.3.1** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

PAGE 19

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 ~~Arbitration~~The provisions of this Article 8 shall survive the termination of this Agreement.

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 20

N.A

...

N/A

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by ~~law, arbitrator's order,~~ law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

...

~~(—)~~ Five point Nine Five percent (5.95) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

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Hourly per Attachment A Fee Proposal

...

Hourly per Attachment A Fee Proposal

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%), or as follows:~~
~~*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*~~

zero percent (0 %).

...

Programming	Two	Percent	(2%)	
Schematic Design Phase	Eighteen	percent (	18	%)
Design Development Phase	Eighteen	percent (	18	%)
Construction Documents Phase	Thirty-Seven	percent (	37	%)
Procurement Phase	Three	percent (	3	%)

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Construction Phase	Twenty-Two	percent (	22	%)

...

See Attachment A Fee Proposal

~~Employee or Category~~	~~Rate ($0.00)~~

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~~.2~~ ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
~~.3~~ Permitting and other fees required by authorities having jurisdiction over the Project;
~~.4~~ .3 Printing, reproductions, plots, and standard form documents;
~~.5~~ .4 Postage, handling, and delivery;
~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
~~.9~~ .5 All taxes levied on professional services and on reimbursable expenses;
~~.10 Site office expenses;~~
~~.11~~ .6 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
~~.12~~ .7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

Not applicable

...

§ 11.10.1.1 An initial payment of zero dollars and cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % monthly

...

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NA
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.2 AIA Document ~~E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~
~~*(Insert the date of the E203-2013 incorporated into this Agreement.)*~~

~~**.3** Exhibits:~~
~~*(Check the appropriate box for any exhibits incorporated into this Agreement.)*~~

~~[ ]~~ ~~AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as~~ A232-19 General Conditions of the Contract for Construction ~~Adviser Edition, dated as indicated below:~~
~~*(Insert the date of the E235-2019 incorporated into this Agreement.)*~~

~~[ ]~~ ~~Other Exhibits incorporated into this Agreement:~~
~~*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*~~

~~**.4**~~ **.3** Other documents:

...

Exhibit A Fee Proposal

...

Robert T. Ormsby, AIA, LEED AP, Vice President/Secretary

Scott Mikkelsen, Mayor

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CITY COUNCIL COMMUNICATION
Meeting Date: 2/28/2023

AGENDA ITEM: Resolution Approving Professional Services Agreement - GrimesPlex Architectural Services The Weitz Company LLC

BACKGROUND: The City Council has prioritized the construction of a new Fire Station.

Staff has previously worked with Weitz, specifically on the Grimes Public Library. In addition, Weitz has demonstrated experience with similar facilities.

BUDGETARY CONSIDERATIONS: 3.5% of the construction project cost, $80,720 for preconstruction services, and $674,680.0 general conditions.

STRATEGIC PLANNING:
Prioritized: YES

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

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Approval

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

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

GRIMES RESOLUTION NO.02-2923

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT – FIRE STATION CONSTRUCTION MANAGEMENT SERVICES - THE WEITZ COMPANY, LLC

WHEREAS, the City Council has prioritized the construction of a new Fire Station (the "Station"); and

WHEREAS, the Weitz Company, LLC is currently engaged with the City of Grimes on the construction of the new Grimes Public Library; and

WHEREAS, the Weitz Company, LLC. has demonstrated experience with similar facilities and have extensive expertise in the Des Moines Metro area; and

WHEREAS, the City Attorney has reviewed the attached AIA Document C132-2019 the Weitz Company, LLC.

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

Section 1. The AIA Document C132-2019 with the Weitz Company, LLC is hereby approved.

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

PASSED AND APPROVED this 28th day of February, 2023

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twenty-Third day of January in the year Two Thousand and Twenty Three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

and the Construction Manager:
(Name, legal status, address, and other information)

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

for the following Project:
(Name, location, and detailed description)

Grimes Fire Station
Grimes, Iowa

The Architect:
(Name, legal status, address, and other information)

Savage Ver Ploeg & Associates, Inc. dba SVPA Architects, Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner (City of Grimes, IA) has retained the Construction Manager to assist in constructing a City Fire Station in Grimes, Iowa. Sidekick Development is acting as Owner's Representative for Grimes and Savage Ver Ploeg & Associates, Inc. dba SVPA Architects, Inc. is the Architect See Plans and Specs for the Project

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be added by Amendment

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$10,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Contract documents complete by 12/31/2023

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.2 Construction commencement date:

Spring, 2024

.3 Substantial Completion date or dates:

Fall, 2025. Exact date to be established upon completion of the Design Phase

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Construction Manager shall recommend, for Owner's approval, multiple competitively bid trade packages.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Angie Pfannkuch
SideKick Development
220 SE 6th Street, Suite 330
Des Moines, IA 50309
515.822.3257
Email: angie@sidekickdevelopment.com

Architect: Savage Ver Ploeg & Associates, Inc. dba SVPA Architects, Inc. – Robert Ormsby
Grimes City Administrator: Jake Anderson

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

TBD

.2 Geotechnical Engineer:

TBD

.3 Civil Engineer:

TBD

.4 Contractors, as defined in Section 1.4:

To be determined by Competitive Bids

.5 Separate Contractors, as defined in Section 1.4:

N/A

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Stephanie Morrison
The Weitz Company
5901 Thornton Avenue
Des Moines, IA 50321
Email: stephanie.morrison@weitz.com
Phone: 515.201.3766

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Reference Exhibit A, dated January, 2023

Init.
/

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§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or other document agreed upon, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or other document agreed upon, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or other document agreed upon, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser ~~Edition.~~ Edition or other document agreed upon by the Owner and Architect. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction

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Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction ~~Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection. The Construction~~ Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000) for each occurrence and Four Million ($ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary ~~policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~policy..

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims ~~caused in whole or in part~~ to the extent caused by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability. umbrella or excess policies. All liability policies except Worker's Compensation shall be endorsed as follows: ."The.insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity

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available to City of Grimes under Iowa Code Section 670.4 as.it now exists or may be amended from time to time." The certificate of insurance relating to all liability coverages shall state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the City of Grimes under Iowa Code Chapter 670 as it now exists or may be amended from time to time."

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or other document agreed upon, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the ~~Construction Manager~~ Architect shall be designated the Responsible Project Participant in section 3.5 of E203-2013, or other document agreed upon, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(*List any items to be included that are not listed in Article 3 of E203-2013.)*

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

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§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

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~~§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.~~

~~§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.~~

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§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

~~§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~

§ 3.2.24.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition.~~ Edition, or other document agreed upon by the Owner and Architect. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

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.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control

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over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
.4 Request for information, Change Order, and Construction Change Directive status reports;
.5 Tests and inspection reports;
.6 Status report of nonconforming and rejected Work;
.7 Daily logs;
.8 Summary of all Contractors' Applications for Payment;
.9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
.10 Cash-flow and forecast reports;
.11 Photographs to document the progress of the Project;
.12 Status reports on permits and approvals of authorities having jurisdiction; and

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.13 Any other items the Owner may require:

~~§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:~~

~~.1 Contractors' work force reports;~~

~~.2 Equipment utilization report;~~

~~.3 Cost summary, comparing actual costs to updated cost estimates; and~~

~~.4 Any other items as the Owner may require:~~

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§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25.1 Upon achievement of Substantial Completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

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§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, ~~Architect, and Contractors.~~ and Architect. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Construction Manager
§ 4.1.1.4 Development of a commissioning plan	Construction Manager
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	N/A
§ 4.1.1.9 Assistance with selection of the Architect	N/A
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	N.A
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Construction Manager
§ 4.1.1.14 Stakeholder relationships management	Construction Manager
§ 4.1.1.15 Owner moving coordination	Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	
§ 4.1.1.17.1 A/V and Technology Design	Architect
§ 4.1.1.17.2 Security Design	Architect
§ 4.1.1.17.3 Furniture Selection and Bid Package	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

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(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

To be determined by mutual agreement, if required

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

To be determined by mutual agreement, if required.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.~~

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§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;

.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;

.4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.5 Preparation for, and attendance at, a public presentation, meeting or hearing;

.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or

.8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

.1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.

.2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

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§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within To be added by Amendment ( ) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser ~~Edition.~~ Edition, or other document agreed to by the Owner and Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.5.1 The Mayor and City Council of the City of Grimes, or its authorized designee, to the extent such designation is permitted by law, shall be solely authorized to act on the Owner's behalf with respect to the Project Change Order Approvals and the Approved Construction Budget. The Owner's administrative representative or their designee shall be available during working hours as often as may be necessary to render decisions which can be made without the Mayors or the City Council's approval and to furnish information in a timely manner. The Owner shall provide to the Construction Manager the contact information for the Owner's contact person(s). If it becomes necessary to appoint a new representative, such appointment shall be communicated to the Construction Manager in writing within three (3) days of such appointment.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

~~§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~

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§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work , the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law,

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but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court ~~order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~order..

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent ~~jurisdiction~~jurisdiction. The parties to this Agreement expressly waive their rights to a trial by jury.

[ ] Other: *(Specify)*

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ~~90~~ 60 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:~~
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law ~~rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~rules.Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Polk County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Lump sum cost of $80,720 based on Preconstruction services being complete by the end of March, 2024. Payment shall be made monthly based on percent complete of Preconstruction Services.

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Three and one- half percent (3.5%) of the Cost of the Work as defined in Article 6.

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

Apply same fee as outlined in Article 11.1.2 for all additive changes. There shall be no reduction in Fee for deductive changes.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached Exhibit A dated January, 2023

Employee or Category	Rate ($0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Three and One Half percent (3.5 %) of the expenses incurred. See attached Exhibit A dated January, 2023 for Not to Exceed price and list of items included in reimbursable expenses.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

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(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero Dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the ~~rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~ ratespecifically set by rule pursuant to Iowa Code Section 74A.2 or the rate set by Iowa Code Section 573.14 whichever is less. (Insert rate of monthly or annual interest agreed upon.)

~~%~~ 1.0 % per month

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A]AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

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[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

Exhibit A – Grimes Fire Station Proposal dated January, 2023

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

To be added by Amendment

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Scott McKelson, Mayor	Michael Tousley Executive Vice President
(Printed name and title)	*(Printed name and title)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:24:56 CT on 02/17/2023 under Order No. 2114311364 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 1/24/2022

AGENDA ITEM: Partial Disposal of Enterprise Tower Site

BACKGROUND: In 2017, the City of Grimes entered into an agreement with the developer of the M-KEDS light industrial development just west of Highway 141, north of SE 28th Street. The agreement called out that the City will construct water improvements within the development, and in exchange for the improvements, the developer will dedicate 2 acres or property for the construction of a water tower.

As you are aware, in 2019, the City of Grimes begin construction of the Enterprise Tower, and completed the project in 2021. The tower has been operational since that time.

The tower itself was sited on the west half of the property acquired in 2017, leaving approximately 1 acre of undeveloped property. The 1-acre vacant site is landlocked by the Enterprise Tower site, as well as the properties to the north, east and south.

In January, staff presented an opportunity to the City Council, regarding the potential to dispose of the excess water tower property. The City Council concurred with staff's recommendation to dispose, however provided feedback that it would be important to ensure that an opportunity to bid upon the site was developed.

Staff is suggesting that a public hearing be set for March 28th at which time the City Council will declare its intent to dispose of site, and consider proposals. Prior to that, staff will meet with all adjoining property owners, and work with the Grimes Chamber and Economic Development organization to solicit proposals. We will also utilize our standard notification process to ensure entities are aware of the opportunity.

BUDGETARY CONSIDERATIONS: N/A

STAFF RECOMMENDATION: Approval of a resolution setting public hearing.

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

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

RESOLUTION NO. 02-3123

RESOLUTION SETTING DATE OF PUBLIC HEARING FOR THE CITY OF GRIMES TO CONSIDER DISPOSAL OF PUBLIC PROPERTY – ENTERPRISE WATER TOWER SITE

WHEREAS, the City of Grimes (the "City") acquired property at 1147 SE 25th Street (the "Property") for the purposes of the construction of a new elevated water storage tank (the "Project") and;

WHEREAS, the Project has been completed and it was been determined that there is excess property not necessary for the function of the site and;

WHEREAS, the City desires to dispose of the excess property and;

WHEREAS, the City desires to receive proposals to acquire the excess property and;

WHEREAS, a public hearing must be held for any disposal of public property and;

WHEREAS, at the public hearing, the City Council will consider all proposals to acquire the excess property.

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

That a public hearing be held by the City Council of the City of Grimes, Iowa, at the Grimes Community Complex, Grimes, Iowa, at 5:30 p.m. on the 28th day of March, 2023, at which time the adoption of said Resolution shall be considered and the City Council will consider any objections to said Resolution and will hear interested persons. The Mayor and Clerk are hereby instructed to publish notice of said Resolution in accordance with Sections 362.3 and 364.7 of the Iowa Code.

PASSED AND APPROVED THIS 28th day of February 2023.

By:_____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk