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 March 14, 2023
In Person/Zoom at Grimes Community Center, 410 SE Main Street

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

Join Zoom Meeting

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

Meeting ID: 378 730 5851

Passcode: 1234

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 4:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address or by using the RAISE HAND feature by zoom. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. If you are participating via phone, the raise and lower hand feature can be activated by using *9. After you are recognized, use *6 to unmute your audio. The Chat and Q&A functions will be turned off during the meeting. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.
Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time.
For any additional assistance or questions in attending the meeting, please call 515-986-3036 Ext 1025 from 8 a.m. to 4:30 p.m., or contact the Grimes City Clerk Rochelle Williams by email at: rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR March 14, 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 03-0123 Minutes approval from previous meeting
   B. Resolution 03-0223 Claims Report
   C. Resolution 03-0323 Approving Bills and Quotes over $10,000
   D. Receiving of Reports and Correspondence
   E. Resolution 03-0423 Approving Professional Services
      1. Whitfield and Eddy Law – legal services for Jan and Feb 2023 - $48,876.66
      2. Pay Request #13 The Weitz Company – New Grimes Public Library $45,883.61
      3. Pay Request #5 Snyder & Associates, Inc – NE Destination Drive & NE Beaverbrooke Blvd Improvements $44,746.25
      4. Pay Request #5 Foth Infrastructure & Environment, LLC – SE 11th Street & S James Street $170,495.20
      5. Pay Request #6 MSA Professional Services, Inc – SE Jacob Street Reconstruction and Storm Sewer $13,116.00
      6. Pay Request #2 Snyder & Associates, Inc – IA Hwy 44 Trail Extension $27,066.94
      7. Pay Request #51 Veenstra & Kimm, Inc – WRA Connector $62,975.04
      8. Pay Request #2 Foth Infrastructure & Environment, LLC – Temporary Traffic Signal S James Street & S 19th Street $5,451.00
      9. Pay Request #4 MSA Professional Services, Inc – SE Trail Ridge Road Reconstruction $3,830.00
   F. Resolution 03-0523 Approving Pay Requests:
      1. Pay Request #11 Van Maanen Electric – New Grimes Public Library $35,186.29
      2. Pay Request # 11 Graphite Group – New Grimes Public Library $58,755.33
      3. Pay Request #9 Forman Ford – New Grimes Public Library $43,652.50
      4. Pay Request #1 Academy Roofing – New Grimes Public Library $40,090.00
      5. Pay Request #4 Performance Contracting Inc – New Grimes Public Library $29,141.25
      6. Pay Request #12 Shank Constructors, Inc – WRA Grimes Connector – Contract 4 $424,548.00
      7. Pay Request #7 S.M. Hentges & Sons, Inc. – WRA Grimes Connector – Contract 2 $1,296,023.00
      8. Pay Request #4 Van Maanen Electric – City Traffic Signal Communication Network $43,420.94
      9. Pay Request #12 S.J. Louis Construction, Inc – WRA Grimes Connector – Contract 1 $680,294.31
      10. Pay Request #8 Rognes Corporation – WRA Grimes Connector – Contract 3 $139,820.05
   G. Resolution 03-0623 Set a Public Hearing Amending Grimes Section 9-15-6 (1B) for Collection of Recyclable Materials, and Section 9-13-9 (1) with Regard to Collection of Solid Waste
   H. Resolution 03-0723 Setting the Date for Public Hearing and Additional Action on Proposal to Enter into General Obligation Loan Agreement and to Borrow Money Thereunder not to exceed $17,000,000.
   I. Resolution 03-0823 Setting a Public Hearing for Budget Fiscal Year 2023-2024 for March 28, 2023
   J. Resolution 03-0923 Ordering Construction of the Iowa Highway 44 Trail Extension, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor – April 11, 2023
   K. Resolution 03-1023 To Enter into Contract for Professional Services To Construct Improvements to the E Gateway Drive and E 1st Street Intersections
   L. Resolution 03-1223 Personnel Transactions - Parks Seasonal Maintenance Employees

M. Resolution 03-1323 Personnel Transactions - Utility Locator, Staff Accountant and Sports Facilities Maintenance
N. Resolution 03-1423 Approving an Intergovernmental Agreement (28E) Between the City of Grimes and the City of Johnston for the NW 107th Street HMA Overlay Project
O. Resolution 03-1523 Approving Real Estate Purchase Agreement – 100th Street Reconstruction M-KEDS, LTD
P. Finance Report for February 2023

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. SE Trail Ridge Road Reconstruction
a. Public Hearing on SE Trail Ridge Road Reconstruction
b. Resolution 03-1623 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the SE Trail Ridge Road Reconstruction
c. Resolution 03-1723 Authorizing Construction Contract and Bond for the SE Trail Ridge Road Reconstruction
d. Resolution 03-1823 Making Award of Construction Contract for the SE Trail Ridge Road Construction

2. Urban Renewal Amendment
a. Public Hearing on Proposed Amendment to the Grimes Urban Renewal Area
b. Resolution 03-1923 To Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

3.General Obligation Loan Agreement
a. Public Hearing on Proposal to Enter into a General Purpose Loan Agreement Not to Exceed $9,910,000.
b. Resolution 03-2023 Taking Additional Action on Proposal to Enter into a General Obligation Loan Agreement and Providing for the Levy of Taxes to Pay the Same Not to Exceed $9,910,000.

4. Maximum Property Tax Dollars Levy
a. Public Hearing on Proposed Maximum Property Tax Dollars from Certain Levies for the Fiscal Year July 1, 2023 – June 30, 2024
b. Resolution 03-2123 Approving Proposed Maximum Levy for Fiscal Year 2023-24

ADJOURNMENT

RESOLUTION NO. 03-0123 Approving the Grimes City Council Minutes

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

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

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

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

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

PASSED AND APPROVED this 14th day of March 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING
Tuesday, February 28, 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 28, 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, David Gisch. Absent: Ryan Burger

AGENDA ITEMS

APPROVAL OF THE AGENDA

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

CONSENT AGENDA

A. Resolution 02-1423 Minutes approval from previous meeting B. Resolution 02-1523 Claims Report $1,298,248.79 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
Motion by Borcherding, Second by Gisch, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 4 - 0

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

1. Third 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 DePhillips, to approve The Third 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: 4- 0.
Moved by Johansen, Second by DePhillips, to approve Final Passage 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: 4- 0.

2.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
Kevin Hensley, Public Works Director provided an overview of the ordinance sections that were being reviewed. Hensley said 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 curb stops.
a. Public Hearing Regarding 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

Mayor Mikkelsen opened the Public Hearing at 5:39 p.m. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:39 p.m.

b. First Reading of Ordinance 775 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
Motion by Gisch, Second by DePhillips to approve the First Reading of Ordinance 775 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
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

Motion by Gisch, Second by DePhillips to waive the Second and Third Readings of Ordinance 775 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
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

Motion by Gisch, Second by DePhillips to approve Final Passage of Ordinance 775 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
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

3. 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
Kevin Hensley, Public Works Director advised the Council that 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 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.

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

Mayor Mikkelsen opened the Public Hearing at 5:48 p.m. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:48 p.m.

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
Motion by Johansen, Second by Borcherding to approve the First Reading of Ordinance 776 Amending Grimes Code of Ordinances Sections 9-4-3 to 9-4-13 Regulating Installation, Payment, and Maintenance of Water Meters
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

Motion by Johansen, Second by Borcherding to waive the Second and Third Reading of Ordinance 776 Amending Grimes Code of Ordinances Sections 9-4-3 to 9-4-13 Regulating Installation, Payment, and Maintenance of Water Meters
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0

Motion by Johansen, Second by Borcherding to approve Final Passage of Ordinance 776 Amending Grimes Code of Ordinances Sections 9-4-3 to 9-4-13 Regulating Installation, Payment, and Maintenance of Water Meters
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0

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, and 10-11-7 Regulating City Charges for Water and Storm Water Services.
Kevin Hensley, Public Works Director said Title 9 Section 5 is the section within the City Code that addresses water rates. Hensley said this Ordinance addresses amending 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. Hensley said the changes in Title 10 section 7 address the timing of stormwater billing for developed parcels.

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

Mayor Mikkelsen opened the Public Hearing at 5:57 p.m. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:57 p.m.

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

Motion by Gisch, Second by DePhillips to Approve the 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
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0

Motion by Gisch, Second by DePhillips to waive the Second and Third 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
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0

Motion by Gisch, Second by DePhillips to Approve Final Passage 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
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0

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

Development Services Director Alex Pfaltzgraff, addressed the Council stating that Council had prioritized the construction of a new fire station at the Strategic Planning sessions. He stated that staff had issued an RFP and held interviews with consultants. Pfaltzgraff said based upon the interviews, and prior work experience, staff is recommending SVPA Architects, Inc. to complete the design. Pfaltzgraff said SVPA Architects, Inc. is currently working on the design of the GrimesPlex support services buildings, and that they have demonstrated experience with similar facilities. Pfaltzgraff noted that SVPA Architects, Inc. recently completed several comparable projects in the area.
Motion by Johansen, Second by Borcherding, to approve Resolution 02-2823 for the Professional Services Agreement – Fire Station Architectural Services with SVPA Architects, Inc
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0

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

Development Services Director, Alex Pfaltzgraff, stated that a Construction Manager would need to be selected for the construction of the new Fire Station. Pfaltzgraff said that after reviewing qualifications and experience, staff recommended The Weitz Company. Pfaltzgraff added that staff has previously worked with Weitz, specifically on the Grimes Public Library. In addition, Weitz has demonstrated experience with similar facilities in the surrounding Metro area.

Motion by Johansen, Second by Gisch, to approve Resolution 02-2923 for a Professional Services Agreement with The Weitz Company, LLC for the New Grimes Fire Station Construction Management Services.
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0

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
Alex Pfaltzgraff, Development Services Director, stated that construction of the Enterprise Water Tower was completed in 2021. Pfaltzgraff said the tower itself is located on the west half of the property acquired for that project in 2017, leaving approximately 1 acre of undeveloped property. The 1-acre vacant site is landlocked by the Enterprise Tower site, as well as properties to the north, east and south. Pfaltzgraff said staff presented an opportunity to the City Council, regarding the potential to dispose of the excess water tower property. Pfaltzgraff said staff are suggesting that a public hearing be set for March 28th at which time the City Council will declare 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. Pfaltzgraff said staff will also utilize the standard notification process to ensure entities are aware of the opportunity.
Motion by Johansen, Second by Borcherding, to approve Resolution 02-3123 Setting a Date of Public Hearing for the City of Grimes to Consider Disposal of Public Property – Enterprise Water Tower Site for March 28, 2023.

ADJOURN
There being no further business the meeting was adjourned at 6:14 p.m.
Motion by Gisch, Second by Johansen, to Adjourn.
Roll Call: Ayes: All; Nays: None Motion passes 4 - 0

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

CITY OF
GRIMES
101 NE Hawey, 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. 03-0123 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 14th day of March 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

AMAZON CLAIMS 03/14/23

Charges		Amount	Description
Public Works	$	190.86	Water Pump Repairs
	$	53.32	Training Supplies
Development Svc	$	87.22	Office Supplies
Library	$	665.60	Materials
	$	75.55	Supplies
	$	72.66	Program Supplies
Total	$	1,145.21	

CITY OF GRIMES CLAIMS 3 14 2023

CENTRAL PUMP AND MOTOR	REPLACE DRIVE CHAIN-LIME PLANT	3,388.55
IMPACT7G	WELLMARK FUND GRANT WRITING	5,000.00
3M COMPANY	REFLECTIVE SIGN MATERIAL	2,100.00
AIA CORPORATION	DUTY BOOTS - HOOPER	110.99
EUROFINS TESTAMERICA	STATE LABS FOR WASTE WATER	1,420.50
BAKER & TAYLOR	MATERIALS - LIBRARY	2,040.60
BLACK HILLS ENERGY	GAS UTILITY	2,696.63
COMMERCIAL APPRAISERS OF IA	S. JAMES ST & SE 11TH STREET IMPRVMNT	14,000.00
SHADRAN INDUSTRIAL & SANI	NOV - FEB CITY HALL CLEANING	3,146.68
BOMGAARS	SUPPLIES, TOOLS, CLOTHING - ALL DEPTS	1,024.81
KOCH OFFICE GROUP	COPIER OVERAGE PW	62.50
CENTRAL IOWA PEST	PEST CONTROL-ALL CITY BUILDINGS	445.00
CITY OF DES MOINES	WRA APRIL 2023	136,214.08
CORE & MAIN	HYDRANT REPAIR AND SUPPLIES	1,832.17
CULLIGAN WATER COND.	WATER COOLER - LIBRARY	9.95
D. J. GONGOL & ASSOC	PARTS FOR WATER PUMP	443.62
DALLAS COUNTY NEWS, INC.	SUBSCRIPTION RENEWAL-LIBRARY	46.80
DEMCO	LABELS - LIBRARY	270.80
JUNIOR LIBRARY GUILD	MATERIALS - LIBRARY	1,567.56
HOME DEPOT #2115	INSPECTION TOOL	103.22
FINISH LINE AUTO WORKS	2021 DURANGO BUILDING 1 OIL	57.44
CERTIFIED POWER, INC.	REPAIR PLOW CONTROLLER	175.88
HAWKINS INC.	PEROXIDE FOR WASTE WATER	3,120.00
RODAN OFFICE CLEANING	FEBRUARY CLEANING LIBRARY	630.00
HILLYARD	GCC BUILDING SUPPLIES	481.92
HOOPLA	MATERIALS - LIBRARY	1,134.13
HOTSY CLEANING SYSTEMS, I	MAINTENANCE AND REPAIR	982.74
RELIANT GASES, LTD	SUPPLY AND DELIVERY OF CO2	593.60
IOWA EMPLOYMENT CONFERENCE	2023 CONF. WILLIAMS/DEYOUNG	790.00
IOWA DOT	LIQUID SALT BRINE	500.00
IOWA LIBRARY ASSOCIATION	ILA MEMBERSHIP - HUTCHINS	5.00
NATIONS KRISTEN	BOOTCAMP 1-10-23 TO 2-17-23	612.00
KLINE ELECTRIC INC	COUNCIL CHAMBER & RM 107 IMPROVMNTS	6,463.88
LIBERTY READY MIX	CONCRETE FOR SHOP STAIRS	248.00
LOGAN CONTRACTORS SUPPLY	EQUIPMENT RENTAL	192.5
LOGOED APPAREL & PROMOTION	PW & PARKS CLOTHING	469.13
MAIL SERVICES	MONTHLY REMINDERS	404.21
MEDIACOM	CITY HALL	69.34
MIDAMERICAN ENERGY	ELECTRIC	50,765.55
O'HALLORAN INTERNATIONAL	SUPPLIES FOR S207 REPAIRS	2,351.00
O'REILLY AUTO PARTS	OIL FILTER	9.50
OFFICE DEPOT	OFFICE SUPPLIES	124.62
PETERSON PEST & TERMITE	PEST CONTROL - LIBRARY	35.00
PLUMB SUPPLY CO. - DM	PARTS TO INSTALL METER IN BLDG	74.80
ARSL	MBRSHP RENEW CAIL/CHERYL/FIONN/KARALE	225.00
SHRED-IT USA	CH SHREDDING	133.05

SNYDER & ASSOCIATES	NE DEST/NE BRBRK IMPROV #5	71,813.19
STAR EQUIPMENT LTD.	STREETS EQUIPMENT RENTAL	500.00
STIVERS FORD	RPLC TURBOCHARGER ON '17 AMB	2,956.78
TAPCO	REPLACEMENT PARTS FOR PED CROSSING	297.42
THOMAS BUS SALES	PARKS AND REC UTILITY TRAILER	2,400.00
TRAFFIC CONTROL CORPORATION	TRAFFIC SIGNAL CONTROLLER	4,625.00
UNIQUE MANAGEMENT SERVICE	COLLECTION SERVICES - LIBRARY	11.65
US WATER	MONTHLY FEE AGREEMENT	76,450.63
VERIZON WIRELESS	PW & DS CELL PHONES/HOT SPOTS	343.48
VEENSTRA AND KIMM, INC.	WRA CONNECTOR	62,975.04
VAN MAANEN ELECTRIC, INC	LIBRARY & CITY TRAFFIC SIGNAL COMMS	78,607.23
VAN WALL EQUIPMENT	OIL & FILTER FOR GROOMER	209.16
WHITFIELD & EDDY	LEGAL FEES	49,596.66
WILLIAMS SCOTSMAN, INC	FD MOBILE OFFICE	401.45
MERCYONE OCCUPATIONAL HEA	PRE-EMP & RANDOM TEST	952.00
ELM USA	DISC BUFFER - LIBRARY	25.00
CENTURY LINK	PHONE	69.34
ROGNES CORP	WRA CONNECTOR - CONTRACT 3	139,820.05
KANOPY INC	MATERIALS - LIBRARY	51.00
POLK CO TREASURER	FEBRUARY CONTRACT 2023	115,821.83
MENARDS	SUPPLIES & SIGN SHOP RELOCATION	986.70
COPY SYSTEMS INC	FD COPIER CONTRACT	58.66
SHANK CONSTRUCTORS INC	WRA CONNECTOR - CONTRACT 4	424,548.09
FOTH INFRASTRUCTURE & ENV	SE 11TH & JAMES, TEMP SIGNAL 19/JAMES	175,946.20
STRAUSS SECURITY SOLUTION	FOBS FOR PW BUILDING	90.00
CHRISTENSEN DEVELOP 1 LLC	BUILDING CONSULTING - LIBRARY	10,000.00
MITEL	PHONES	2,191.30
MSA PROFESSIONAL SERVICES	SE JACOB STM SWR, SE TRAIL RIDGE MAIN	16,946.60
ANKENY SANITATION	MARCH GARBAGE & RECYCLING	1,514.25
GRAPHITE CONSTRUCTION GRP	GRIMES LIBRARY APP #11	58,755.33
RENEWABLE ENERGY GROUP	FUEL-ALL DEPTS	3,530.10
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	39,910.29
THE WEITZ COMPANY	GRIMES PUBLIC LIBRARY PAY 13	45,883.61
INSIGHT PUBLIC SECTOR	ADOBE ACROBAT PRO	6,230.97
FEICK BRADLEY	PARKING FOR IRWA CONF 23	30.00
SJ LOUIS CONSTRUCTION	WRA CONNECTOR CONTACT 1 PAY12	680,294.31
LEARNING POST	PROGRAM SUPPLIES - LIBRARY	44.16
S.M. HENTGES & SONS INC	WRA CONNECTOR - CONTRACT 2	1,296,023.00
CIVICPLUS, LLC	ANNUAL WEBSITE PAYMENT	7,046.55
FORMAN FORD	GRIMES PUBLIC LIBRARY	43,652.50
EZ LINER	STREETS PAINT GUN	1,248.44
REGENTS OF UNIV. OF MN	LIBRARY CARDS	680.00
BAKER ELECTRIC	ROLL UP CABLES- TEMP GENERATOR	2,122.30
COMMONWEALTH ELECTRIC	SIGN SHOP RELOCATION	6,685.00
SOYER, MICHELLE	YOGA 1-10-23 TO 2-28-23	499.20
PERFORMANCE CONTRACTING	GRIMES LIBRARY DRAW #4	29,141.25
SPORTS FACILITIES DEVELOP	GRIMESPLEX PLANNING & DESIGN	29,333.00

AMAZON	MATERIALS/ SUPPLIES	1,145.21
SVPA ARCHITECTS	GRIMESPLEX DESIGN	33,750.00
ONSITE SERVICE SOLUTIONS	TEST&CALIBRATION OF EQUIPMENT	1,250.00
SUPERIOR TECH PRODUCTS	LITTERKAT DEBRIS COLLECTOR	8,719.00
WTCOX INFORMATION SYSTEMS	MATERIALS-LIBRARY	1,149.82
L3HARRIS	SNOW PLOW TRAINING	798.00
ACADEMY ROOFING	GRIMES LIBRARY PAY 1	40,090.00
US CELLULAR	HOTSPOTS - LIBRARY	295.40
ACCO BRANDS USA LLC	LAMINATOR - LIBRARY	2,505.67
PRO QUEST LLC	DATABASE - LIBRARY	1,599.65
	CLAIMS TOTAL	**3,829,194.22**
	GENERAL FUND	229,383.86
	LIBRARY FUND FUND	13,159.24
	ROAD USE TAX FUND	4,648.12
	EMPLOYEE BENEFITS FUND	952.00
	CP - GRIMES COMMUNITY COM FUND	13,491.09
	WRA SANI SEWER PHASE 1 FUND	743,269.35
	19TH ST SEWER EXTENSION FUND	7,000.00
	SE 11th ST RR/James 2019 FUND	562.50
	ANNUAL SIGNAL IMPROVEMENT FUND	43,420.94
	GRIMES LIBRARY BLDG FUND FUND	262,708.98
	TRAFFIC SIGNAL EQUIPMENT FUND	10,076.00
	WRA SANI SWR PHASE 2 FUND	1,296,023.00
	WRA SANI SEWER PHASE 3 FUND	139,820.05
	WRA SANI SWR PHS 4 FUND	424,548.09
	JACOB ST OVERLAY PROJ FUND	13,116.60
	GRIMESPLEX FUND	68,083.00
	SE 11TH & JAMES FUND	172,245.20
	WATER PRODUCTION PROJECTS FUND	5,997.00
	NE DEST/NE BVRBROOKE IMP FUND	44,746.25
	SE TRL RDG RD RECONSTRUCT FUND	3,830.00
	HWY TRL EXT TO SCHOOL FUND	27,066.94
	WATER FUND	68,618.97
	SEWER FUND	234,553.40
	LANDFILL/GARBAGE FUND	1,647.30
	STORM WATER FUND	226.34
		3,829,194.22

FEBRUARY MONTHLY REVENUE	GENERAL FUND	326,108.14
	LIBRARY FUND	949.20
	ROAD USE TAX FUND	176,073.12
	EMPLOYEE BENEFITS FUND	10,929.07
	LOCAL OPTION SALES TAX FUND	266,128.32
	TAX INCREMENT FINANCE FUND	26,804.44
	HOTEL/MOTEL/ECONOMIC DEV	23,873.37
	ECONOMIC DEV REV LOAN FUND	1,069.70
	DEBT SERVICE FUND	12,226.76

CAPITAL PROJECTS FUND	4,286,886.96
EQUIP REVOLVING PROGRAM FUND	4,176.00
WATER FUND	368,719.80
SEWER FUND	271,854.43
LANDFILL/GARBAGE FUND	62,494.17
STORM WATER FUND	66,959.01
	5,905,252.49

GRIMES RESOLUTION 03-0323

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

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

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

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

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

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

PASSED AND APPROVED THIS 14th DAY OF March 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

610-815-6399
Hauling Sludge to WRA

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

Invoice 19508

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	02/25/2023	$30,940.36	03/27/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/20/2023	NHMC-Non-Haz	Non-Hazard Material Collection-6 Load(s)	6	425.00	2,550.00
02/20/2023	NHMC-Non-Haz	301,400 Pounds Collected	301,400	0.0073	2,200.22
02/21/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
02/21/2023	NHMC-Non-Haz	245,640 Pounds Collected	245,640	0.0073	1,793.17
02/22/2023	NHMC-Non-Haz	Non-Hazard Material Collection-2 Load(s)	2	425.00	850.00
02/22/2023	NHMC-Non-Haz	88,800 Pounds Collected	88,800	0.0073	648.24
02/23/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
02/23/2023	NHMC-Non-Haz	208,400 Pounds Collected	208,400	0.0073	1,521.32
02/24/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
02/24/2023	NHMC-Non-Haz	179,020 Pounds Collected	179,020	0.0073	1,306.85
02/25/2023	NHMC-Non-Haz	Non-Hazard Material Collection-8 Load(s)	8	475.00	3,800.00
02/25/2023	NHMC-Non-Haz	381,480 Pounds Collected	381,480	0.0073	2,784.80
02/26/2023	NHMC-Non-Haz	Non-Hazard Material Collection-9 Load(s)	9	475.00	4,275.00
02/26/2023	NHMC-Non-Haz	446,680 Pounds Collected	446,680	0.0073	3,260.76

TOTAL DUE $30,940.36

THANK YOU.

RECEIVING & FILING OF REPORTS & CORRESPONDENCE

DES MOINES CHORAL SOCIETY

February 20, 2023

City of Grimes
ATTN: City Clerk
101 NE Harvey Street
Grimes, IA 50111

THANK YOU so much! The Des Moines Choral Society Board of Directors is very appreciative of your continued support of our organization during the 2022-2023 season through Bravo Greater Des Moines grants.

The Choral Society is currently in our 43rd season and we have already performed our Christmas with the Choral Society and A Celebration of Song, which included performances by the Wartburg Choir and Iowa State Singers. In March, some of our choir members will travel to New York City to perform *Illuminare* by Elaine Hagenberg at Carnegie Hall along with the four additional choirs that co-commissioned this piece. Our season will conclude April 30 with a performance of the Brahms Requiem, together with the Iowa State Singers, at Stephens Auditorium in Ames.

The Des Moines Choral Society can only continue to grow and provide top tier performances for Central Iowa audiences through grants such as those provided by Bravo Greater Des Moines. Thank you again for supporting the Choral Society and allowing us to continue to be recognized as "one of Iowa's artistic treasures".

Something to Sing About!

LaVonne A. Short
Office Administrator
Des Moines Choral Society

In accordance with IRS regulations for 501(c) (3) non-profit organization, this letter is the acknowledgement of your contribution. No goods or services were received in exchange for this donation. Therefore, the entire amount should be tax-deductible.

RESOLUTION NO. 03-0423 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 14 th day of March 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

WHITFIELD & EDDY LAW

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

March 7, 2023

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

Invoice: 311170
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2023

RE: City Of Grimes - General

Total Professional Services	$ 8,077.00
Total Costs	$ 16.02
TOTAL CURRENT INVOICE	**$ 8,093.02**
Outstanding Balance	$ 16,162.14
TOTAL BALANCE DUE	**$ 24,255.16**

WHITFIELD & EDDY LAW

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

March 7, 2023

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

Invoice:	311168
Client:	176170
Matter:	0009
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2023

RE: Firefighters Union Matters

Total Professional Services	$ 15,016.50
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 15,016.50**
Outstanding Balance	$ 8,295.50
TOTAL BALANCE DUE	**$ 23,312.00**

WHITFIELD & EDDY LAW

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

March 7, 2023

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

Invoice:	311171
Client:	176170
Matter:	0878
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2023

RE: Norfolk Southern Railway Company-Condemnation

Total Professional Services	$ 180.00
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 180.00**
Outstanding Balance	$ 382.50
TOTAL BALANCE DUE	**$ 562.50**

WHITFIELD & EDDY LAW

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

March 7, 2023

City of Grimes
101 NE Harvey St.
Grimes, IA 50111

Invoice:	311169
Client:	176170
Matter:	0011
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2023

RE: St. Peters Lutheran Church - Right-of-Way Acquisition

Total Professional Services	$ 747.00
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 747.00**

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2023

WEITZ SUMMARY – Amount Due

The Weitz Company: 45,883.61

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes

PROJECT: Grimes Public Library
PROJECT: # X237400

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

APPLICATION NO: 13
PERIOD TO:
02/01/23
02/28/23

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0	0
Approved this Month			
Number	Date Approved		
CO 1	CM Services finalized	22,633.00	
CO 2	PCO 004, 005, 009 & 010	17,558.50	
TOTALS		40,191.50	0
Net change by Change Order			40,191.50

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

1. ORIGINAL CONTRACT SUM		$ 951,048.00
2. Net change by Change Order		$ 40,191.50
3. CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		$ 991,239.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 540,620.43
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)		$ 540,620.43
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS		$ 494,736.82
8. CURRENT PAYMENT NOW DUE		$ 45,883.61
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 450,619.07

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 March 6, 2023

State of: IOWA County of: POLK
subscribed and sworn to before me this March 6, 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. . . . . $ _____
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT: 0

By: _____ Date: _____

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

Prj #	X237400		App # :	13				Pd From:	1-Feb-23
Prj Name	Grimes Public Library		App Date:	6-Mar-23				PD TO :	28-Feb-23
Sub:			Retain :	5.00%					

A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED PREVIOUS (D+E)	WORK COMPLETED This Period	MATERIALS PRESENTLY STORED (NOT IN D OR E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	497,759.00	283,788.00	32,942.00		316,730.00	64%	181,029	
	General Requirements								
3	Latrines	7,500.00	2,993.00	600.00		3,593.00	48%	3,907	
4	Surveying	7,457.50	3,340.00			3,340.00	45%	4,118	
5	Dumpsters/Trash Chute	33,560.00	1,766.00	375.00		2,141.00	6%	31,419	
6	Safety	2,050.00	10,934.00	926.00		11,860.00	579%	(9,810)	
7	SWPPP/Access/Snow Removal	34,142.00	15,631.00			15,631.00	46%	18,511	
8	General Building Enclosures/Heat	50,146.00		62.00		62.00	0%	50,084	
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	26,181.00	10,758.00	3,903.00		14,661.00	56%	11,520	
12	Fee (3.25%) per Prime Volume Summary below	291,444.00	129,340.82	7,075.61		136,416.43	47%	155,028	
	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	1,805,723.60	61,847.72		1,867,571.32	70%	797,429	93,379
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		42,200.00		42,200.00	10%	380,150	2,110
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	$844,487	405,086.20	45,950.00		451,036.20	53%	393,451	22,552
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	$1,466,520	198,115.00	30,675.00		228,790.00	16%	1,237,730	11,440
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	565,196.45			565,196.45	55%	456,494	28,260
12	BP #12 - Electrical - Van Maanen Electric	$977,086	402,812.30	37,038.20		439,850.50	45%	537,236	21,993
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	$3,979,717.65	$ 217,710.92		$4,197,428.57	47%	4,800,143.43	209,871.43

	WEITZ TOTAL	**991,239.50**	**494,736.82**	**45,883.61**		**540,620.43**	**55%**	**181,029.00**	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: January 1, 2023 Through: January 31, 2023

Contract Summary

Original Contract Amount:	$ 298,400.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 298,400.00	
Total completed and stored to date:	$ 94,819.51		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 94,819.51	
Less previous applications for payment:		$ 50,073.26	
SUBTOTAL			$ 44,746.25
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 44,746.25
Balance to finish, including retainage:		$ 203,580.49	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Jordan Stoermer
Signature

2023-02-28
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval: Matt Ahrens
Signature

3-8-23
Date

City of Grimes Council Approval: Council 3-14-23
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: 2/28/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 7,817.88
2	December 13, 2022	$ 19,202.13
3	January 24, 2023	$ 13,411.00
4	February 14, 2023	$ 9,642.25
5		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 50,073.26

Record of Change Orders

No.	Date	Amount
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25		

TOTAL $ -

Contract Time Remaining

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

Date Printed: 2/28/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 28, 2023

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

Invoice No: 122.1329.01 - 5

Finance Budget Code 375-210-6407

Email mahrens@grimesiowa.gov

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

Professional Services through January 31, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	.25	229.00	57.25	
Principal Engineer I	8.25	217.00	1,790.25	
Land Surveyor VIII	.50	181.00	90.50	
Engineer VIII	31.00	181.00	5,611.00	
Engineer V	25.00	152.00	3,800.00	
Engineer I	152.00	103.00	15,656.00	
Lead Technician	2.00	138.00	276.00	
Technician VII	3.75	113.00	423.75	
Technician VI	1.25	102.00	127.50	
Technician V	109.50	92.00	10,074.00	
Technician I	114.00	60.00	6,840.00	
Total Services	447.50		44,746.25	
Total Services				**44,746.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	44,746.25	50,073.26	94,819.51
Limit			298,400.00
Remaining			203,580.49

Phase Subtotal **$44,746.25**

Amount Due this Invoice **$44,746.25**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

PROGRESS REPORT # 5 *Date:* 2/23/2023

To:	Matt Ahrens, P.E.	*Project Name:*	NE Destination Dr & NE Beaverbrooke Blvd Improvements
From:	John Haldeman, P.E.	*Finance Budget Code #:*	375-210-6407
S&A Project #:	122.1329.01	*Vender #:*	2031
Period:	1/1/23 - 1/31/23		

Dear Matt:

Enclosed is the fourth Invoice and Progress Report for the NE Destination Dr & NE Beaverbrooke Blvd Improvements project. Below are details of work completed for this period and anticipated work for the next period.

PRODUCTION:

Work During this Period Included:

1. Completed preliminary plans and submitted to City for review.
2. Utility coordination with franchise utilities.
3. PMT meeting with City Staff.

Projected Work by Snyder & Associates for Next Period:

1. Complete Check Plans and submit to City and Iowa DOT for review.
2. Ongoing utility coordination.

Projected Work by City Staff for Next Period:

1. Determine if the north portion of Destination Drive will be incorporated into this project.
2.

SCHEDULE:

Task on Project	*Target*	*Complete*
Topographic and Boundary Survey	October 14, 2022	October 14, 2022
PMT Meeting # 1	November 4, 2022	October 18, 2022
Submit Plans to Iowa DOT for Review	November 11, 2022	October 28, 2022
Submit Preliminary Plans	January 27, 2023	January 27, 2023
PMT Meeting # 2	February 8, 2023	February 2, 2023
Public Information Meeting (if needed)	TBD	
Submit Check Plans	March 8, 2023	
PMT Meeting # 3	March 22, 2023	
Submit Final Plans	April 12, 2023	
Bid Letting	May 17, 2023	

BUDGET AND COMPLETION STATUS:

Task on Project	*Total Authorized*	*% Complete*	*Fee Invoiced*	*% Fee*
Basic Services	$298,400.00	35%	$99,225.00	33.25%
Construction Services - Phase 1	By Amendment			
Construction Services - Phase 2	By Amendment			
Total Project Budget:	$298,400.00	35%	$99,225.00	33.25%
Remaining Project Budget:	$199,175.00			

SPECIAL CONSIDERATIONS:
Final design of Phase 1 is anticipated to be completed on schedule. Snyder & Associates is still preparing Phase 1 to ONLY include intersection improvements at IA 141 and Beaverbrooke Blvd unless we hear otherwise from the City to include the north half of Destination Drive.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

John W. Haldeman

John Haldeman, PE
Project Manager

Enclosure

cc: Todd Knox, P.E., PTOE
Jordan Stoermer, P.E.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	SE 11th Street & S James St
Contractor:	Foth Infrastructure & Environment, LLC
Address:	8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code:	369-210-6407 ***Finance Project #***
Vendor Project or Invoice #:	22G020.01 ***PO #***
Original Contract Date:	June 28, 2022 ***Vendor #*** 2972

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 5

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

Contract Summary

Original Contract Amount:	$ 793,500.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 793,500.00	
Total completed and stored to date:	$ 390,566.32		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 390,566.32	
Less previous applications for payment:		$ 220,071.12	
SUBTOTAL			$ 170,495.20
OTHER CHARGES (Attach an itemized list)			
CURRENT PAYMENT DUE			$ 170,495.20
Balance to finish, including retainage:		$ 402,933.68	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: **Foth Infrastructure & Environment, LLC**

Firm Name

Signature 2/23/2023

Date

City of Grimes Staff Approval:

Signature 3-8-23

Date

City of Grimes Council Approval:

Signature Council 3-14-23

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: 2/23/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 11, 2022	$ 49,535.72
2	November 8, 2022	$ 63,095.74
3	December 13, 2022	$ 41,561.07
4	January 10, 2023	$ 65,878.59
5	March 14, 2023	
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Previous Applications for Payment

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TOTAL $ 220,071.12

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

Date Printed: 2/23/2023

Invoice

Foth

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 23, 2023
Project No: 0022G020.01
Invoice No: 82349

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

Invoice Total USD 74,378.26

Project 0022G020.01 SE 11th Street & S James St
Finance Budget Code: 369-210-6407

Professional Services through December 31, 2022

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	3.00	186.00	558.00	
Lead Project Engineer	19.00	196.00	3,724.00	
Project Engineer IV	16.50	180.00	2,970.00	
Project Engineer III	125.50	169.00	21,209.50	
Project Engineer II	41.50	158.00	6,557.00	
Project Engineer I	19.00	147.00	2,793.00	
Staff Engineer III	85.50	138.00	11,799.00	
Staff Engineer II	52.50	130.00	6,825.00	
Staff Engineer I	28.00	121.00	3,388.00	
Lead Technician	12.00	149.00	1,788.00	
Technician VI	22.00	141.00	3,102.00	
Technician IV	4.00	126.00	504.00	
Technician III	17.50	114.00	1,995.00	
Technician II	5.00	100.00	500.00	
Technician I	81.00	82.00	6,642.00	
Totals	532.00		74,354.50	
Total Labor				**74,354.50**

Expenses **23.76**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	74,378.26	220,071.12	294,449.38
Limit			793,500.00
Remaining			499,050.62

Total This Invoice **USD 74,378.26**

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 23, 2023
Project No: 0022G020.01
Invoice No: 82354

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

Invoice Total USD 96,116.94

Project 0022G020.01 SE 11th Street & S James St
Finance Budget Code: 369-210-6407

Professional Services through January 31, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager III	2.00	216.00	432.00
Project Manager II	2.00	202.00	404.00
Project Manager I	20.00	180.00	3,600.00
Project Engineer V	9.50	216.00	2,052.00
Project Engineer IV	149.00	190.00	28,310.00
Project Engineer II	27.00	166.00	4,482.00
Project Engineer I	160.50	154.00	24,717.00
Staff Engineer II	124.50	137.00	17,056.50
Staff Engineer I	10.00	127.00	1,270.00
Technician VIII	2.50	165.00	412.50
Technician VI	10.00	145.00	1,450.00
Technician V	5.00	135.00	675.00
Technician IV	19.00	125.00	2,375.00
Technician II	83.50	105.00	8,767.50
Project Administrator II	1.00	102.00	102.00
Totals	625.50		96,105.50
Total Labor			**96,105.50**

Expenses **11.44**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	96,116.94	294,449.38	390,566.32
Limit			793,500.00
Remaining			402,933.68

Total This Invoice **USD 96,116.94**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: 12/04/2022 Through: 02/25/2023

Contract Summary

Original Contract Amount:	$ 78,600.00		
Net change by Change Orders:	$ 113,190.00		
Contract Amount to Date: (line 1 ± 2)		$ 191,790.00	
Total completed and stored to date:	$ 176,724.70		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 176,724.70	
Less previous applications for payment:		$ 163,608.10	
SUBTOTAL			$ 13,116.60
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 13,116.60
Balance to finish, including retainage:		$ 15,065.30	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Firm Name

Nichole Jungren

Signature Date 03/03/2022

City of Grimes Staff Approval:

Signature Date 3-8-23

City of Grimes Council Approval: Council 3-14-23

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: 3/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 71,600.00
2	June 14, 2022	$ 7,000.00
3	August 23, 2022	$ 13,358.90
4	November 8, 2022	$ 46,751.80
5	December 13,2022	$ 24,897.40
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Previous Applications for Payment

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TOTAL **$ 163,608.10**

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	$ 113,190.00
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TOTAL **$ 113,190.00**

Contract Time Remaining

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

Date Printed: 3/6/2023

MSA™

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

INVOICE

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

For questions, contact: (800) 362-4505

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

March 6, 2023
Invoice No: R09410014.0 - 4

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

AMOUNT DUE THIS INVOICE: $13,116.60

Project R09410014.0 Grimes IA Jacob St. Reconstruction CRS

Professional Services from December 4, 2022 to February 25, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	17,920.00	87.00	15,590.40	13,081.60	2,508.80
Construction Staking	17,230.00	86.00	14,817.80	13,784.00	1,033.80
Post Construction	1,160.00	50.00	580.00	0.00	580.00
Neighborhood Mtg	1,930.00	100.00	1,930.00	1,930.00	0.00
Construction Observation	74,950.00	87.00	65,206.50	56,212.50	8,994.00
Total Fee	113,190.00		98,124.70	85,008.10	13,116.60

Total Fee **13,116.60**

AMOUNT DUE THIS INVOICE: $13,116.60

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: IA Hwy 44 Trail Extension
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 377-430-6407 ***Finance Project #***
Vendor Project or Invoice #: 122.1545.01 ***PO #***
Original Contract Date: November 8, 2022 ***Vendor #*** 2031

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 2

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

Contract Summary

Original Contract Amount:	$ 71,600.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 71,600.00	
Total completed and stored to date:	$ 36,781.32		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 36,781.32	
Less previous applications for payment:		$ 9,714.38	
SUBTOTAL			$ 27,066.94
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 27,066.94
Balance to finish, including retainage:		$ 34,818.68	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Jordan Stoermer
Signature — 2023-02-28 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval: Matt Ahrens
Signature — 3-8-23 Date

City of Grimes Council Approval: Council 3-14-23
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: 2/28/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 24, 2023	$ 9,714.38
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Previous Applications for Payment

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TOTAL $ 9,714.38

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	November 8, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 2/28/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 28, 2023

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

Invoice No: 122.1545.01 - 2

Project **122.1545.01** **Ia Hwy 44 Trail Extension**

Professional Services through January 31, 2023

	Hours	Rate	Amount	
Principal Engineer I	2.25	217.00	488.25	
Land Surveyor VIII	5.00	181.00	905.00	
Engineer VIII	14.00	181.00	2,534.00	
Engineer VII	16.00	172.00	2,752.00	
Engineer V	18.50	152.00	2,812.00	
Engineer I	66.00	103.00	6,798.00	
Lead Technician	1.00	138.00	138.00	
Technician VII	94.00	113.00	10,622.00	
Total Services	216.75		27,049.25	
Total Services				**27,049.25**
Employee Mileage			17.69	
Total Expenses			**17.69**	**17.69**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	27,066.94	9,714.38	36,781.32	
Limit			71,600.00	
Remaining			34,818.68	
				$27,066.94

Amount Due this Invoice **$27,066.94**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

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

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

PROGRESS REPORT # 2

Date: 2/23/2023

To:	Matt Ahrens, P.E.	*Project Name:*	IA Highway 44 Trail Extension
From:	John Haldeman, P.E.	*Finance Budget Code #:*	377-430-6407
S&A Project #:	122.1545.01	*Vender #:*	2031
Period:	12/1/22 - 1/31/23		

Dear Matt:

Enclosed is the first Invoice and Progress Report for the IA Highway 44 Trail Extension project.

Below are details of work completed for this period and anticipated work for the next period.

PRODUCTION:

Work During this Period Included:

1. Preliminary Design
2. Utility Coordination

Projected Work by Snyder & Associates for Next Period:

1. Final Design
2. Front End Documents
3.

Projected Work by City Staff for Next Period:

1. Prepare council for final plans.

SCHEDULE:

Task on Project	*Target*	*Complete*
Topographic and Boundary Survey	December 2022	October 14, 2022
Design and Plans	February 2023	On track
Bid Letting	March, 2023	On track
Construction	May - August 2023	On track

BUDGET AND COMPLETION STATUS:

Task on Project	*Total Authorized*	*% Complete*	*Fee Invoiced*	*% Fee*
Basic Services	$71,600.00	75%	$41,131.00	57.45%
Construction Services - Phase 1	By Amendment			
Total Project Budget:	$71,600.00	75%	$41,131.00	57.45%
Remaining Project Budget:	$30,469.00			

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.

John W. Haldeman

John Haldeman, PE
Project Manager

Enclosure

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 51
PAYMENT PERIOD: From: January 22, 2023 Through: February 18, 2023

Contract Summary

Original Contract Amount:	$ 882,000.00		
Net change by Change Orders:	$ 626,000.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,508,000.00	
Total completed and stored to date:	$ 1,235,260.58		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 1,235,260.58	
Less previous applications for payment:		$ 1,172,285.54	
SUBTOTAL			$ 62,975.04
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 62,975.04
Balance to finish, including retainage:		$ 272,739.42	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Firm Name
Signature Date: February 24, 2023

City of Grimes Staff Approval:
Signature Date: 3-8-23

City of Grimes Council Approval: Council 3-14-23
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: 2/24/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

Previous Applications for Payment

No.	Date	Amount
36	December 14, 2021	$ 10,413.05
37	January 11, 2022	$ 70,000.00
38	February 8, 2022	$ 18,414.00
39	March 8, 2022	$ 13,086.08
40	April 12, 2022	$ 27,388.60
41	May 10, 2022	$ 33,571.24
42	June 14, 2022	$ 39,108.44
43	July 12, 2022	$ 37,507.11
44	August 9, 2022	$ 47,079.48
45	September 13, 2022	$ 82,131.55
46	October 11, 2022	$ 71,397.76
47	November 8, 2022	$ 59,227.51
48	December 13, 2022	$ 63,958.16
49	January 10, 2023	$ 66,133.54
50	February 14, 2023	$ 57,401.07
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TOTAL $ 1,172,285.54

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	$ -
2	October 27, 2020	$ 66,000.00
3	December 14, 2021	$ 560,000.00
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TOTAL **$ 626,000.00**

Contract Time Remaining

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

Date Printed: 2/24/2023

VEENSTRA & KIMM INC.

STATEMENT OF PROFESSIONAL SERVICES

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

February 24, 2023
Project No: 128108
Invoice No: 14

Project Manager H. Veenstra

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

Professional Services from January 22, 2023 to February 18, 2023

Professional Personnel

	Hours	Rate	Amount	
Clerical II	6.00	76.00	456.00	
Clerical III	.50	65.00	32.50	
Drafter II	3.00	100.00	300.00	
Construction Engineer II	95.00	121.00	11,495.00	
Construction Engineer III	10.50	108.00	1,134.00	
Surveyor I	2.50	138.00	345.00	
Technician I	75.00	101.00	7,575.00	
Technician II	6.00	92.00	552.00	
Technician III	153.00	84.00	12,852.00	
Technician IV	133.50	81.00	10,813.50	
Technician VI	190.50	70.00	13,335.00	
Totals	675.50		58,890.00	
Total Labor				**58,890.00**

Reimbursable Expenses

Miscellaneous Expense	1,197.24	
Total Reimbursables	**1,197.24**	**1,197.24**

Unit Billing

Mileage	85.15	
Mileage	1,820.25	
Robotics	210.00	
Robotics	175.00	
GPS	595.00	
Duplication	2.40	
Total Units	**2,887.80**	**2,887.80**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	62,975.04	599,285.54	662,260.58	
Limit			900,000.00	
Remaining			237,739.42	
		Total this Invoice		**$62,975.04**

Project	128108	WRA Connector - Phase 2 - CS	Invoice	14

Billings to Date

	Current	Prior	Total
Labor	58,890.00	563,675.00	622,565.00
Expense	1,197.24	4,405.73	5,602.97
Unit	2,887.80	31,204.81	34,092.61
Totals	**62,975.04**	**599,285.54**	**662,260.58**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Temporary Traffic Signal S James St. and S 19th St.

CITY OF GRIMES

Project Title: ~~James Street Corridor Study N 27th Street to S 37th Street~~
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 355-240-6407 **Finance Project #**
Vendor Project or Invoice #: 22G040.01 **PO #**
Original Contract Date: October 25, 2022 **Vendor #** 2972

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: December 1, 2023 Through: February 24, 2023

Contract Summary

Original Contract Amount:	$ 17,800.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 17,800.00	
Total completed and stored to date:	$ 10,159.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 10,159.00	
Less previous applications for payment:		$ 4,708.00	
SUBTOTAL			$ 5,451.00
OTHER CHARGES (Attach an itemized list)			
CURRENT PAYMENT DUE			$ 5,451.00
Balance to finish, including retainage:		$ 7,641.00	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Molly Long
Foth Infrastructure & Environment, LLC
Molly.Long@Foth.com
2023.03.01 10:52:19-06'00'

Firm Name

Signature Date 3/1/2023

City of Grimes Staff Approval:

Signature Date 3-8-23

City of Grimes Council Approval: Council 3-14-23

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: 3/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 27, 2022	$ 4,708.00
2	March 14, 2023	
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Previous Applications for Payment

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TOTAL $ 4,708.00

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	October 25, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 2/28/2023

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

February 28, 2023
Project No: 0022G040.01
Invoice No: 82488

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

Invoice Total USD 2,584.00

Project 0022G040.01 S James and S 19th Temp Tsig

Professional Services through January 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	6.50	216.00	1,404.00	
Project Engineer I	7.00	154.00	1,078.00	
Project Administrator II	1.00	102.00	102.00	
Totals	14.50		2,584.00	
Total Labor				**2,584.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,584.00	4,708.00	7,292.00	
Limit			17,800.00	
Remaining			10,508.00	
		Total This Invoice		**USD 2,584.00**

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

March 1, 2023
Project No: 0022G040.01
Invoice No: 82497

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

Invoice Total USD 2,867.00

Project 0022G040.01 S James and S 19th Temp Tsig

Professional Services through February 24, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	6.50	216.00	1,404.00	
Project Engineer I	9.50	154.00	1,463.00	
Totals	16.00		2,867.00	
Total Labor				**2,867.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,867.00	7,292.00	10,159.00	
Limit			17,800.00	
Remaining			7,641.00	
		Total This Invoice		**USD 2,867.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 01/29/2023 Through: 02/25/2023

Contract Summary

Original Contract Amount:	$ 96,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 96,000.00	
Total completed and stored to date:	$ 91,245.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 91,245.00	
Less previous applications for payment:		$ 87,415.00	
SUBTOTAL			$ 3,830.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 3,830.00
Balance to finish, including retainage:		$ 4,755.00	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

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

Nichole Jungjen
Signature

03/03/2023
Date

City of Grimes Staff Approval:

Signature

3-8-23
Date

City of Grimes Council Approval:

Council 3-14-23
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: 3/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 8, 2022	$ 59,930.00
2	December 13, 2022	$ 8,145.00
3	Febuary 14,2023	$ 19,340.00
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Previous Applications for Payment

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TOTAL $ 87,415.00

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

Date Printed: 3/6/2023

MSA™

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

INVOICE

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

For questions, contact: (800) 362-4505

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

March 6, 2023
Invoice No: R09410015.0 - 4

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

AMOUNT DUE THIS INVOICE: $3,830.00

Project R09410015.0 Grimes IA SE Trail Ridge Road Reconstruction

Professional Services from January 29, 2023 to February 25, 2023

Phase 01 Lump Sum

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Mapping/Utility Review	3,600.00	100.00	3,600.00	3,600.00	0.00
Preliminary Design	51,500.00	100.00	51,500.00	51,500.00	0.00
Final Design	23,500.00	100.00	23,500.00	22,325.00	1,175.00
Neighborhood Meeting	2,100.00	0.00	0.00	0.00	0.00
Bidding	4,200.00	50.00	2,100.00	0.00	2,100.00
Project Administration	11,100.00	95.00	10,545.00	9,990.00	555.00
Total Fee	96,000.00		91,245.00	87,415.00	3,830.00

Total Fee **3,830.00**

Total this Phase **$3,830.00**

AMOUNT DUE THIS INVOICE: $3,830.00

For ACH notification, remit to:

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

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

RESOLUTION NO. 03-0523 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 14th Day of March 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

WEITZ

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2023

PRIME VOLUME SUMMARY – Amount Due

Van Maanen Electric: $35,186.29

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: 11
Application Date: 2/20/2023
Period From: 2/1/2023
Period To: 2/28/2023
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		$ 439,850.50
5 RETAINAGE:		
a. 5% of Completed work	$ 21,256.47	
b. 5% of Stored Material	$ 736.06	
TOTAL RETAINAGE		$ 21,992.53
6 TOTAL EARNED LESS RETAINAGE		$ 417,857.98
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 382,671.69
8 CURRENT PAYMENT DUE		$ 35,186.29
9 BALANCE TO FINISH, INCLUDING RETAINAGE		$ 537,235.50

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 Doctuments, that all amounts have been paid by the Contrractor for work for whcih previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: Van Maanen Electric, Inc
By: _____ Date: 2/20/23
Nathan Van Maanen, President
State of: Iowa County of: Jasper
Subscribed and sworn before me this 20th day of February, 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

NOTARIAL SEAL
TRACY EVANS
Commission Number 760650
My Commission Expires

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NUMBER: 11
APPLICATION DATE: 20-Feb-23
PERIOD FROM: 1-Feb-23
TO: 28-Feb-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	4,790.05	1,197.69		5,987.74	50%	5,989.12	299.39
	Basic Electrical Requirements	L	11,412.00	4,564.40	1,141.20		5,705.60	50%	5,706.40	285.28
	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	135.10		405.30	30%	945.70	20.27
	Grounding and Bonding	L	2,410.00	482.00	241.00		723.00	30%	1,687.00	36.15
	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		27,420.00	30%	63,980.00	1,371.00
	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	8,433.45	1,874.10		10,307.55	55%	8,433.45	515.38
	Service Entrance	L	12,540.00	5,643.00	1,254.00		6,897.00	55%	5,643.00	344.85
	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	21,540.00			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	3,624.28			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	841.00		2,523.00	30%	5,887.00	126.15
	Interior Communications pathways	L	12,140.00	2,428.00	1,214.00		3,642.00	30%	8,498.00	182.10
	Exterior Communications pathways	M	6,140.00	614.00	302.00		916.00	15%	5,224.00	45.80
	Exterior Communications pathways	L	8,140.00	814.00	407.00		1,221.00	15%	6,919.00	61.05

	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	19,467.94		14,721.11	34,189.05	42%	47,210.95	1,709.45
	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	15,500.00			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	$402,812.30	$22,317.09	$14,721.11	$439,850.50	45.02%	$537,235.50	$21,992.53

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 2006

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2023

JSO- 410-6490

PRIME VOLUME SUMMARY – Amount Due

Graphite Group: $58,755.33

GRAPHITE
CONSTRUCTION GROUP

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

March 2, 2023

Weitz
Attn: Stephanie Morrison
611 5th Avenue, Suite 300
Des Moines, Iowa 50309

Dear Stephanie,

Enclosed is our REVISED eleventh application for payment for work performed through February 28, 2023 at the Grimes Public Library Project.

Sincerely,

Laney Coenen

Laney Coenen
Graphite Construction Group, Inc.

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: 11
PERIOD TO: 2/28/2023

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	$	1,867,571.32
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	90,313.48
b. 5.00 % of Stored Material	$	3,065.10
Total retainage (Line 5a + 5b)	$	93,378.58
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,774,192.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,715,437.41
8. CURRENT PAYMENT DUE	$	58,755.33
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	890,807.26

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: 3.2.23

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

State of: IA
County of: Pok
Subscribed and Sworn to before me this 2 Day of March 20 23
Notary Public: Laney Coenen
My Commission Expires : 4/30/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

ARCHITECT:
By: _____ Date: _____

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

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 11
PERIOD TO: 2/28/2023

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	123,305.00	1,900.00	0.00	125,205.00	70.20	53,158.00	6,260.25
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	58,765.00	900.00	0.00	59,665.00	70.19	25,335.00	2,983.25
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	7,000.00	1,400.00	0.00	8,400.00	30.00	19,600.00	420.00
8	Temp Material	12,150.00	6,075.00	0.00	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	326,170.12	4,200.00	0.00	330,370.12	75.85	105,168.00	16,518.51
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	3,681.08	16,564.84	0.00	20,245.92	55.00	16,564.85	1,012.30
033000.5	L-SOG	60,453.05	6,045.31	27,203.87	0.00	33,249.18	55.00	27,203.87	1,662.46
033000.6	M-SOD	11,935.22	0.00	3,103.16	0.00	3,103.16	26.00	8,832.06	155.16
033000.7	L-SOD	36,060.96	0.00	9,375.85	0.00	9,375.85	26.00	26,685.11	468.79
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: 11
PERIOD TO: 2/28/2023

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	373,476.39	56,247.72	0.00	429,724.11	84.35	79,752.39	21,486.22
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	251,211.60	0.00	0.00	251,211.60	90.00	27,912.40	12,560.58
055000.4	M/L-Grout Columns	1,400.00	0.00	1,400.00	0.00	1,400.00	100.00	0.00	70.00
	Structural Steel Total	1,215,809.00	1,038,001.60	1,400.00	0.00	1,039,401.60	85.49	176,407.40	51,970.08
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: 11
PERIOD TO: 2/28/2023

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: 11
PERIOD TO: 2/28/2023

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	$1,744,421.60	$61,847.72	$61,302.00	$1,867,571.32	70.08	$797,428.68	$93,378.58

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

March 2, 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 Fifty Eight Thousand Seven Hundred Fifty Five Dollars and Thirty Three Cents ($58,755.33)

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

WEITZ

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2023

350-410-6490

PRIME VOLUME SUMMARY – Amount Due

Forman Ford: $43,652.50

APPLICATION AND CERTIFICATE FOR PAYMENT

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: 9
Invoice No: T1200-8
Period To: 1/28/2023

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)	$	451,036.20
5. RETAINAGE(Column I on G703)	$	22,551.81
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	428,484.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	384,831.89
8. SALES TAX	$	0.00
9. CURRENT PAYMENT DUE	$	43,652.50
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	419,577.61

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: 2/17/23

State of: Iowa County of: Polk

Subscribed and sworn to before me this 17th day of February 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: 9
Application Date: 2/10/2023
Period To: 1/28/2023
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	242,268.75	0.00	0.00	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	117,302.00	0.00	0.00	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	30,000.00	0.00	30,000.00	59	20,427.50	1,500.00
6	Sliding Walls Material	26,568.25	13,284.00	0.00	0.00	13,284.00	50	13,284.25	664.20
7	Fabrication	25,950.00	0.00	15,950.00	0.00	15,950.00	61	10,000.00	797.50
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: 9
Application Date: 2/10/2023
Period To: 1/28/2023
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	3,500.00	0.00	0.00	3,500.00	100	0.00	175.00
16	Engineering	10,281.25	10,281.25	0.00	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	405,086.20	45,950.00	0.00	451,036.20	53	397,025.80	22,551.81

WEITZ.

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2023

PRIME VOLUME SUMMARY – Amount Due

Academy Roofing: $40,090.00

CONTRACTOR'S APPLICATION FOR AND CERTIFICATION OF PAYMENT

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

PROJECT: *Grimes Public Library*
200 NE Beaverbrooke Blvd.
Grimes, IA 50111

APPLICATION NO.: *1*

APPLICATION DATE: *2/16/2023*

PERIOD ENDING: *2/28/2023*

PROJECT NO.: *1-22-2178*

PURCHASE ORDER #

FROM CONTRACTOR:
Academy Roofing & Sheet Metal Co.
6361 NE 14th St.
Des Moines, IA 50313

VIA:
The Weitz Company, LLC
5901 Thornton Avenue
Des Moines, IA 50321

CONTRACT FOR: Roofing

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1 . ORIGINAL CONTRACT SUM	$	422,350.00
2 . Net change by Change orders	$	-
3 . CONTRACT SUM TO DATE: (Line 1+-2)	$	422,350.00
4 . TOTAL COMPLETED & STORED TO DATE	$	42,200.00
5 . RETAINAGE		
5% of Progress Payment	$	2,110.00
6 . TOTAL EARNED LESS RETAINAGE	$	40,090.00
(Line 4 less Line 5 Total)		
7 . LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	-
(Line 6 from prior Certificate)		
8 . **CURRENT PAYMENT DUE**	**$**	**40,090.00**
9 . BALANCE TO FINISH, INCLUDING RETAINAGE:		
(Line 3 less Line 6)	$	382,260.00

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, the information and belief the Work covered by the 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 is now due.

CONTRACTOR:

By: _____ Date: 2-16-2023

State of: *Iowa* County of: *Polk*

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

Notary Public: _____

My Commission expires: 2-25-2024

KELLI R. STOKKA
Commission Number 188911
My Commission Expires
February 25, 2024

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on 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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ _____

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

ARCHITECT: Date: _____

By: _____

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

Approved by OWNER: _____ Date_____

ITEMIZATION SHEET

The Contractor's APPLICATION FOR AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached.
In calculations below, amounts are stated to the nearest dollar.

APPLICATION NO: 1
APPLICATION DATE: 2/16/2023
PERIOD ENDING: 2/28/2023
PROJECT NO.: 1-22-2178
PURCHASE ORDER #

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Set Up	$ 10,000.00	$ -	$ -	$ -	$ -	0%	$ 10,000.00	$ -
2	Material	$ 245,000.00	$ -	$ -	$ -	$ -	0%	$ 245,000.00	$ -
3	Labor	$ 77,350.00	$ -	$ -	$ -	$ -	0%	$ 77,350.00	$ -
4	Sheet Metal Material	$ 60,000.00	$ -	$ -	$ 42,200.00	$ 42,200.00	70%	$ 17,800.00	$ 2,110.00
5	Sheet Metal Labor	$ 30,000.00	$ -	$ -	$ -	$ -	0%	$ 30,000.00	$ -
	TOTAL	**$ 422,350.00**	**$ -**	**$ -**	**$ 42,200.00**	**$ 42,200.00**	**10%**	**$ 380,150.00**	**$ 2,110.00**

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2023

PRIME VOLUME SUMMARY – Amount Due

Performance Contracting Inc: $29,141.25

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-0459672

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

Invoice Date	Terms
February 21,2023	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	4	02/01/23 - 02/28/23	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			198,115.00
This Period			30,675.00
Total To-Date	15.601%		228,790.00
Less Retention	5%	(	11,439.50)
Sub-Total			**217,350.50**
Less Previous Invoices		(	188,209.25)
TOTAL AMOUNT DUE THIS INVOICE:			**29,141.25**

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:	4
PERIOD TO:	02/28/23
CUSTOMERS PROJECT NO:	
PO NO:	
INVOICE NUMBER:	01IN-0459672
INVOICE DATE:	02/21/23

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)		**228,790.00**
5. RETAINAGE		
a. 0.00 % of Completed Work (Columns C4+C5 on SOV)	**11,439.50**	
b. 0.00 % of Stored Material (Column C6 on SOV)	**0.00**	
Total Retainage(Line 5a + 5b or Total in Column C10 of SOV)		**11,439.50**
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		**217,350.50**
7. LESS PREVIOUS CERTFIFCATES FOR PAYMENT (Line 6 from prior Certificate)		**188,209.25**
8. SALES TAX		**0.00**
9. CURRENT PAYMENT DUE		**29,141.25**
10. BALANCE TO FINISH, INCLUDING RETAINAGE		**1,249,169.50**

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: Wesley Loos Date : 2/21/2023

State of: MO

County of: Jackson

Subscribed and sworn to before me this 21st day of February, 2023

ALIA TRENARY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 4, 2024
JACKSON COUNTY
COMMISSION #16373485

Notary Public: Alia Trenary
My Commission expires: 11-4-24

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 explanation if amount certified differs from the amount applied for : Intial 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 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-0459672
Draw Number: 4
Billing Period: 02/01/23 thru 02/28/23
Invoice Date: 02/21/23
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	9,800.00	100.00%	0.00	**9,800.00**	100.00%	0.00	490.00	0.00	9,310.00
	Submittals	**26,500.00**	13,250.00	6,625.00	25.00%	0.00	**19,875.00**	75.00%	6,625.00	993.75	0.00	6,293.75
	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**	170,200.00	14,250.00	2.65%	0.00	**184,450.00**	34.29%	353,527.00	9,222.50	0.00	13,537.50
	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**	**198,115.00**	**30,675.00**	**2.09%**	**0.00**	**228,790.00**	**15.60%**	**1,237,730.00**	**11,439.50**	**0.00**	**29,141.25**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: February 1, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	$ 8,068,100.00		
Net change by Change Orders:	$ 2,493.33		
Contract Amount to Date: (line 1 ± 2)		$ 8,070,593.33	
Total completed and stored to date:	$ 5,595,775.76		
Retainage: 5 % of Completed Work:	$ 279,788.79		
Total Earned less Retainage:		$ 5,315,986.97	
Less previous applications for payment:		$ 4,891,438.88	
SUBTOTAL			$ 424,548.09
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 424,548.09
Balance to finish, including retainage:		$ 2,754,606.36	
Contract Time Remaining (If applicable)	184.00 Working Days		

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

Construction Contractor Approval: Shank Constructors, Inc.
Firm Name
Signature
3/3/23
Date

Engineer / Consultant Approval: Veenstra & Kimm,Inc.
Firm Name
Signature
3-3-2023
Date

City of Grimes Staff Approval:
Signature
3-8-23
Date

City of Grimes Council Approval: Council 3-14-23
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: 3/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Mobilization	LS	1.00		1.00	$285,000.00	$ 285,000.00	100%	$ 285,000.00	0%	100.00%
2	Site Demolition	LS	1.00		1.00	$115,000.00	$ 115,000.00	100%	$ 115,000.00	0%	100.00%
3	Earth Retention	LS	1.00		1.00	$ 1,921,503.00	$ 1,921,503.00	100%	$ 1,921,503.00	0%	100.00%
4	Earthwork	LS	1.00		1.00	$546,000.00	$ 546,000.00	80%	$ 436,800.00	20%	80.00%
5	Site Utilities	LS	1.00		1.00	$ 1,104,000.00	$ 1,104,000.00	70%	$ 772,800.00	30%	70.00%
6	Site Concrete	LS	1.00		1.00	$35,000.00	$ 35,000.00		$ -	100%	0.00%
7	Cast In Place Concrete	LS	1.00		1.00	$ 1,388,210.00	$ 1,388,210.00	95%	$ 1,318,799.50	5%	95.00%
8	Precast Materials	LS	1.00		1.00	$207,500.00	$ 207,500.00	10.0%	$ 20,750.00	90%	10.00%
9	Precast Erection	LS	1.00		1.00	$36,400.00	$ 36,400.00		$ -	100%	0.00%
10	Wood Blocking	LS	1.00		1.00	$ 3,000.00	$ 3,000.00		$ -	100%	0.00%
11	Roofing	LS	1.00		1.00	$40,200.00	$ 40,200.00		$ -	100%	0.00%
12	Hatches	LS	1.00		1.00	$24,500.00	$ 24,500.00	90%	$ 22,050.00	10%	90.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	$18,250.00	$ 18,250.00		$ -	100%	0.00%
14	Coiling Door	LS	1.00		1.00	$23,500.00	$ 23,500.00		$ -	100%	0.00%
15	Painting	LS	1.00		1.00	$25,000.00	$ 25,000.00		$ -	100%	0.00%
16	Specialties	LS	1.00		1.00	$ 1,800.00	$ 1,800.00		$ -	100%	0.00%
17	Bar Screens	LS	1.00		1.00	$309,220.00	$ 309,220.00	90.0%	$ 278,298.00	10%	90.00%
18	Submersible Pumps	LS	1.00		1.00	$333,000.00	$ 333,000.00		$ -	100%	0.00%
19	Slide Gates	LS	1.00		1.00	$39,460.00	$ 39,460.00	50%	$ 19,730.00	50%	50.00%
20	Inside Process Piping	LS	1.00		1.00	$227,000.00	$ 227,000.00	68%	$ 154,360.00	32%	68.00%
21	Jib Crane	LS	1.00		1.00	$58,000.00	$ 58,000.00	40.4%	$ 23,432.00	60%	40.40%
22	Plumbing	LS	1.00		1.00	$12,000.00	$ 12,000.00		$ -	100%	0.00%
23	HVAC	LS	1.00		1.00	$329,460.00	$ 329,460.00	8.42%	$ 27,740.53	92%	8.42%
24	Electrical	LS	1.00		1.00	$985,097.00	$ 985,097.00	20%	$ 197,019.40	80%	20.00%
25	CO #1 Additional Fencing	LS			1.00	$ 2,493.33	$ 2,493.33	1	$ 2,493.33	-	100.00%
26					-		$ -		$ -	-	0.00%
27					-		$ -		$ -	-	0.00%
28					-		$ -		$ -	-	0.00%
29					-		$ -		$ -	-	0.00%
30					-		$ -		$ -	-	0.00%
31					-		$ -		$ -	-	0.00%
32					-		$ -		$ -	-	0.00%
33					-		$ -		$ -	-	0.00%
34					-		$ -		$ -	-	0.00%
35					-		$ -		$ -	-	0.00%
36					-		$ -		$ -	-	0.00%
37					-		$ -		$ -	-	0.00%
38					-		$ -		$ -	-	0.00%
39					-		$ -		$ -	-	0.00%
40					-		$ -		$ -	-	0.00%
41					-		$ -		$ -	-	0.00%
42					-		$ -		$ -	-	0.00%
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71					-		$ -		$ -	-	0.00%
72					-		$ -		$ -	-	0.00%
73					-		$ -		$ -	-	0.00%
74					-		$ -		$ -	-	0.00%
75					-		$ -		$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 8,070,593.33	$ 5,595,775.76	69.34%

Date printed: 3/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 179,581.03
2	May 10, 2022	$ 152,544.50
3	June 14, 2022	$ 635,744.26
4	July 12, 2022	$ 547,628.35
5	August 9, 2022	$ 756,106.14
6	September 13, 2022	$ 949,547.80
7	October 11, 2022	$ 420,971.27
8	November 8, 2022	$ 252,582.76
9	December 13, 2022	$ 298,450.30
10	January 10, 2023	$ 133,038.53
11	February 14, 2023	$ 565,243.94
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 4,891,438.88**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	$ 2,493.33
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TOTAL **$ 2,493.33**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	583.00
Added by Change Order:	
Contract Time to Date:	583.00
Time Used to Date:	399.00
Contract Time Remaining:	**184.00**

Date Printed: 3/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 7

PAYMENT PERIOD: From: January 31, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	$ 9,530,000.00		
Net change by Change Orders:	$ 56,925.00		
Contract Amount to Date: (line 1 ± 2)		$ 9,586,925.00	
Total completed and stored to date:	$ 7,977,492.59		
Retainage: 5 % of Completed Work:	$ 398,874.63		
Total Earned less Retainage:		$ 7,578,617.96	
Less previous applications for payment:		$ 6,282,594.96	
SUBTOTAL			$ 1,296,023.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 1,296,023.00
Balance to finish, including retainage:		$ 2,008,307.04	
Contract Time Remaining (If applicable)	123.00 Working Days		

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

Construction Contractor Approval: S. M. Hentges & Sons, Inc. (Firm Name)

Signature: J Miller — Joe Miller — Date: 3/8/2023

Engineer / Consultant Approval: Veenstra & Kimm,Inc. (Firm Name)

Signature — Date: 3-8-2023

City of Grimes Staff Approval:

Signature — Date: 3-8-23

City of Grimes Council Approval: Council 3-14-23

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: 3/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	6" PCC Trail	SY	1,350.00		1,350.00	$ 75.00	$ 101,250.00		$ -	1,350.00	0.00%
2	48" Sanitary Sewer in Open Cut	LF	15,286.00		15,286.00	$ 430.00	$ 6,572,980.00	11,248.00	$ 4,836,640.00	4,038.00	73.58%
3	36" DI Sanitary Sewer in Open Cut	LF	25.00		25.00	$ 6,000.00	$ 150,000.00	20.00	$ 120,000.00	5.00	80.00%
4	12" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	$ 1,200.00	$ 24,000.00	30.00	$ 36,000.00	(10.00)	150.00%
5	48" Sanitary Trenchless	LF	410.00		410.00	$ 1,565.00	$ 641,650.00	410.00	$ 641,650.00	-	100.00%
6	Manhole - 96"	EA	2.00		2.00	$45,000.00	$ 90,000.00	1.00	$ 45,000.00	1.00	50.00%
7	Manhole - 72"	EA	43.00		43.00	$30,000.00	$ 1,290,000.00	32.00	$ 960,000.00	11.00	74.42%
8	Storm Sewer - 48" RCP	EA	90.00		90.00	$ 240.00	$ 21,600.00	70.00	$ 16,800.00	20.00	77.78%
9	Storm Sewer - 36" RCP	EA	20.00		20.00	$ 200.00	$ 4,000.00		$ -	20.00	0.00%
10	Storm Sewer - 18" RCP	EA	40.00		40.00	$ 125.00	$ 5,000.00	40.00	$ 5,000.00	-	100.00%
11	Culvert - 48: CMP	LF	40.00		40.00	$ 250.00	$ 10,000.00		$ -	40.00	0.00%
12	Storm Sewer - 16" HDPE	LF	18.00		18.00	$ 120.00	$ 2,160.00		$ -	18.00	0.00%
13	Concrete Encasement - 48" Pipe	LF	60.00		60.00	$ 540.00	$ 32,400.00		$ -	60.00	0.00%
14	6" Tile with Sock	LF	5,360.00		5,360.00	$ 8.00	$ 42,880.00		$ -	5,360.00	0.00%
15	Steel Sheeting	SF	1,800.00		1,800.00	$ 80.00	$ 144,000.00		$ -	1,800.00	0.00%
16	Rip-Rap	TON	1,535.00		1,535.00	$ 75.00	$ 115,125.00	760.42	$ 57,031.50	774.58	49.54%
17	Stabillizing Material	TON	200.00		200.00	$ 40.00	$ 8,000.00	34.21	$ 1,368.40	165.79	17.11%
18	Erosion Control	LS	1.00		1.00	$55,000.00	$ 55,000.00	75.0%	$ 41,250.00	25.0%	75.00%
19	Seeding	ACRE	12.00		12.00	$ 2,600.00	$ 31,200.00		$ -	12.00	0.00%
20	Clearing and Grubbing	LS	1.00		1.00	$108,205.00	$ 108,205.00	90.0%	$ 97,384.50	10.0%	90.00%
21	Traffic Control	LS	1.00		1.00	$ 5,000.00	$ 5,000.00	75.0%	$ 3,750.00	25.0%	75.00%
22	Sanitary Sewer Service Relocation	EA	1.00		1.00	$ 5,000.00	$ 5,000.00		$ -	1.00	0.00%
23	Sanitary Sewer Service Pipe	LF	20.00		20.00	$ 700.00	$ 14,000.00		$ -	20.00	0.00%
24	Sanitary Sewer Manhole Abandonment	EA	18.00		18.00	$ 3,000.00	$ 54,000.00	3.00	$ 9,000.00	15.00	16.67%
25	Sanitary Sewer Manhole Abandonment - Plug	EA	3.00		3.00	$ 850.00	$ 2,550.00		$ -	3.00	0.00%
	Change Orders										
1.1	Field Tile Replacement - 8" and Smaller	LF		759.00	759.00	$ 75.00	$ 56,925.00	1,372.00	$ 102,900.00	(613.00)	180.76%
	Stored Materials				-		$ -		$ -	-	0.00%
26	Bid item 5 - 48" Sanitary Trenchless	LF			410.00	$ 552.22	$ 226,410.20	-	$ -	410.00	0.00%
27	2" Grout Bushings	EA			42.00	$ 200.00	$ 8,400.00	-	$ -	4200%	0.00%
28	Bond	LS			1.00	$70,207.00	$ 70,207.00	25%	$ 17,551.75	0.75	25.00%
29	Manhole Coupler	EA			43.00	$ 420.00	$ 18,060.00	11.00	$ 4,620.00	32.00	25.58%
30	JD Fields Z65 Steel Sheet Pile A57250	CW			275.40	$ 95.00	$ 26,163.00	275.40	$ 26,163.00	-	100.00%
31	48" Sanitary Sewer in Open Cut	LF			6,361.99	$ 209.55	$ 1,333,155.00	-	$ -	6,361.99	0.00%
32	48" Coupling Elbow 2-Miter	EA			4.00	$ 7,800.00	$ 31,200.00	-	$ -	4.00	0.00%
33	48" Coupling Elbow 3-Miter	EA			2.00	$ 8,500.00	$ 17,000.00		$ -	2.00	0.00%
34	48" Coupling Elbow 0-Miter	EA			2.00	$ 7,800.00	$ 15,600.00	-	$ -	2.00	0.00%
35	48" Coupling Elbow 1-Miter	EA			2.00	$10,400.00	$ 20,800.00	-	$ -	2.00	0.00%
36	48" Coupling Elbow 2-Miter	EA			1.00	$12,900.00	$ 12,900.00		$ -	1.00	0.00%
37	48" Sanitary Sewer in Open Cut	LF			8,662.99	$ 209.55	$ 1,815,329.55	3,776.98	$ 791,466.16	4,886.01	43.60%
38	LFM 53	EA			1.00	$ 9,168.00	$ 9,168.00	1.00	$ 9,168.00	-	100.00%
39	LFM 54	EA			1.00	$ 9,359.00	$ 9,359.00	1.00	$ 9,359.00	-	100.00%
40	LFM 55	EA			1.00	$ 9,359.00	$ 9,359.00	1.00	$ 9,359.00	-	100.00%
41	LFM 56	EA			1.00	$ 9,359.00	$ 9,359.00	1.00	$ 9,359.00	-	100.00%
42	LFM 57	EA			1.00	$ 9,359.00	$ 9,359.00	1.00	$ 9,359.00	-	100.00%
43	LFM 58	EA			1.00	$ 8,904.00	$ 8,904.00	1.00	$ 8,904.00	-	100.00%
44	LFM 59	EA			1.00	$ 9,168.00	$ 9,168.00		$ -	1.00	0.00%
45	LFM 60	EA			1.00	$ 9,601.00	$ 9,601.00		$ -	1.00	0.00%
46	LFM 61	EA			1.00	$11,091.00	$ 11,091.00	1.00	$ 11,091.00	-	100.00%
47	LFM 62	EA			1.00	$10,329.00	$ 10,329.00	1.00	$ 10,329.00	-	100.00%
48	LFM 63	EA			1.00	$10,974.00	$ 10,974.00	1.00	$ 10,974.00	-	100.00%
49	LFM 64	EA			1.00	$ 9,947.00	$ 9,947.00	1.00	$ 9,947.00	-	100.00%
50	LFM 65	EA			1.00	$ 9,601.00	$ 9,601.00	1.00	$ 9,601.00	-	100.00%
51	LFM 66	EA			1.00	$10,827.00	$ 10,827.00		$ -	1.00	0.00%
52	LFM 67	EA			1.00	$ 9,168.00	$ 9,168.00		$ -	1.00	0.00%
53	LFM 71	EA			1.00	$ 9,168.00	$ 9,168.00		$ -	1.00	0.00%
54	LFM 72	EA			1.00	$ 9,168.00	$ 9,168.00		$ -	1.00	0.00%
55	48"x 42" Coupling Tee 0-Miter	EA			5.00	$ 8,466.82	$ 42,334.10		$ -	5.00	0.00%
56	48"x 42" Coupling Tee 1-Miter	EA			7.00	$11,066.82	$ 77,467.74	-	$ -	7.00	0.00%
57	48"x 42" Coupling Tee 2-Miter	EA			3.00	$13,566.82	$ 40,700.46	2.00	$ 27,133.64	1.00	66.67%
58	48"x 42" Coupling Tee 3-Miter	EA			6.00	$14,666.82	$ 88,000.92	2.00	$ 29,333.64	4.00	33.33%
59	48"x 42" Coupling Tee with 36" Reducer	EA			1.00	$17,066.82	$ 17,066.78		$ -	1.00	0.00%
60	LFM 68	EA			1.00	$ 8,709.00	$ 8,709.00		$ -	1.00	0.00%
61	LFM 69	EA			1.00	$12,216.00	$ 12,216.00		$ -	1.00	0.00%
62	LFM 70	EA			1.00	$10,974.00	$ 10,974.00		$ -	1.00	0.00%
63	LFM 83	EA			1.00	$ 8,170.00	$ 8,170.00		$ -	1.00	0.00%
64	LFM 84	EA			1.00	$ 9,168.00	$ 9,168.00		$ -	1.00	0.00%
65	LFM 85	EA			1.00	$12,028.00	$ 12,028.00		$ -	1.00	0.00%
66	LFM 86	EA			1.00	$10,709.00	$ 10,709.00		$ -	1.00	0.00%
67	LFM 87	EA			1.00	$ 9,359.00	$ 9,359.00		$ -	1.00	0.00%
68	LFM 88	EA			1.00	$ 8,170.00	$ 8,170.00		$ -	1.00	0.00%
69	LFM 89	EA			1.00	$ 7,526.00	$ 7,526.00		$ -	1.00	0.00%
70									$ -	-	0.00%
71									$ -	-	0.00%
72									$ -	-	0.00%
73									$ -	-	0.00%
74									$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 9,530,000.00	$ 7,977,492.59	83.71%

Date printed: 3/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 13, 2022	$ 322,598.34
2	October 11, 2022	$ 35,134.33
3	November 8, 2022	$1,410,519.62
4	December 13, 2022	$2,096,792.75
5	January 10, 2023	$1,017,464.75
6	February 14, 2023	$1,400,085.17
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Previous Applications for Payment

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TOTAL **$ 6,282,594.96**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 56,925.00
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TOTAL **$ 56,925.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	480.00
Added by Change Order:	
Contract Time to Date:	480.00
Time Used to Date:	357.00
Contract Time Remaining:	**123.00**

Date Printed: 3/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	City Traffic Signal Communicstion Network		
Contractor:	Van Maanen Electric		
Address:	500 Iowa Speedway Dr, Newton, IA 50208		
Finance Budget Code:	340-230-6499	***Finance Project #***	
Vendor Project or Invoice #:	2142-01,02,03	***PO #***	
Original Contract Date:	June 15, 2022	***Vendor #***	2161

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 4

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

Contract Summary

Original Contract Amount:	$ 1,070,613.20			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 1,070,613.20		
Total completed and stored to date:	$ 687,237.25			
Retainage: 5 % of Completed Work:	$ 34,361.86			
Total Earned less Retainage:		$ 652,875.39		
Less previous applications for payment:		$ 609,454.45		
SUBTOTAL			$	43,420.94
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	43,420.94
Balance to finish, including retainage:		$ 417,737.81		
Contract Time Remaining (If applicable)	-	CALENDAR DAYS		

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

Construction Contractor Approval: Van Maanen Electric
Firm Name

Signature — Date: 3/6/23

Engineer / Consultant Approval: Snyder & Associates
Firm Name

Todd Knox — Signature — Date: 3/6/23

City of Grimes Staff Approval:

Signature — Date: 3-8-23

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: 3/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
0010	2528-8445110 Traffic Control	LS	1.00		1.00	$16,799.00	$ 16,799.00	0.75	$ 12,599.25	$ -	$ 12,599.25	0.25	75.00%
0020	2533-4980005 Mobilization	LS	1.00		1.00	$12,450.00	$ 12,450.00	1.00	$ 12,450.00	$ -	$ 12,450.00	-	100.00%
0030	2599-9999005 Fiber Optic Fusion Splice	EA	520.00		520.00	$ 55.86	$ 29,047.20		$ -	$ -	$ -	520.00	0.00%
0040	2599-9999005 Fiber Optic Hub Cabinet	EA	1.00		1.00	$16,100.00	$ 16,100.00		$ -	$ -	$ -	1.00	0.00%
0050	2599-9999005 Handhole, Type II, 17x30	EA	23.00		23.00	$ 2,100.00	$ 48,300.00	20.00	$ 42,000.00	$ -	$ 42,000.00	3.00	86.96%
0060	2599-9999005 Handhole, Type IV, 30x48	EA	16.00		16.00	$ 3,300.00	$ 52,800.00	17.00	$ 56,100.00	$ -	$ 56,100.00	(1.00)	106.25%
0070	2599-9999005 Radar Detection System, per Int	EA	3.00		3.00	$21,813.00	$ 65,439.00		$ -	$ 60,414.00	$ 60,414.00	3.00	0.00%
0080	2599-9999005 Single Mode Fiber Optic Term	EA	192.00		192.00	$ 85.50	$ 16,416.00		$ -	$ -	$ -	192.00	0.00%
0090	2599-9999005 Traffic Monitoring Camera	EA	8.00		8.00	$ 6,412.00	$ 51,296.00		$ -	$ 24,944.00	$ 24,944.00	8.00	0.00%
0100	2599-9999005 Traffic Signal Cabinet Mod	EA	4.00		4.00	$ 2,264.00	$ 9,056.00		$ -	$ 6,480.00	$ 6,480.00	4.00	0.00%
0110	2599-9999005 Traffic Signal Cabinet Repl	EA	1.00		1.00	$24,937.00	$ 24,937.00		$ -	$ -	$ -	1.00	0.00%
0120	2599-9999005 Video Detection System, per Int	EA	7.00		7.00	$26,475.00	$ 185,325.00		$ -	$ 166,250.00	$ 166,250.00	7.00	0.00%
0130	2599-9999005 Wireless Comm. System, per Int	EA	2.00		2.00	$ 2,765.00	$ 5,530.00		$ -	$ -	$ -	2.00	0.00%
0140	2599-9999009 2 inch PVC/HDPE Conduit	LF	31,200.00		31,200.00	$ 10.00	$ 312,000.00	30,505.00	$ 305,050.00	$ -	$ 305,050.00	695.00	97.77%
0150	2599-9999009 Pull Tape	LF	35,300.00		35,300.00	$ 0.65	$ 22,945.00		$ -	$ -	$ -	35,300.00	0.00%
0160	2599-9999009 Single Mode FO, 12-ct	LF	1,300.00		1,300.00	$ 3.36	$ 4,368.00		$ -	$ -	$ -	1,300.00	0.00%
0170	2599-9999009 Single Mode FO, 72-ct, Ext	LF	40,600.00		40,600.00	$ 3.41	$ 138,446.00		$ -	$ -	$ -	40,600.00	0.00%
0180	2599-9999009 Single Mode FO, 72-ct, Int	LF	200.00		200.00	$ 25.27	$ 5,054.00		$ -	$ -	$ -	200.00	0.00%
0190	2599-9999009 Tracer Wire, 10 Gauge	LF	35,300.00		35,300.00	$ 1.25	$ 44,125.00		$ -	$ -	$ -	35,300.00	0.00%
0200	2599-9999010 Community Complex Bld Conn	LS	1.00		1.00	$ 2,982.00	$ 2,982.00		$ -	$ -	$ -	1.00	0.00%
0210	2599-9999010 Fiber Optic Hub Cabinet Mod	LS	1.00		1.00	$ 5,303.00	$ 5,303.00		$ -	$ 950.00	$ 950.00	1.00	0.00%
0220	2599-9999010 Water Plant Bld Conn	LS	1.00		1.00	$ 1,895.00	$ 1,895.00		$ -	$ -	$ -	1.00	0.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT COMPLETE
1	2528-8445110 Traffic Control	LS				$ -	$16,799.00	0.00	0.00	$ -	0.00%
2	2533-4980005 Mobilization	LS				$ -	$12,450.00	0.00	0.00	$ -	0.00%
3	2599-9999005 Fiber Optic Fusion Splice	EA				$ -	$ 55.86	0.00	0.00	$ -	0.00%
4	2599-9999005 Fiber Optic Hub Cabinet	EA				$ -	$16,100.00	0	0.00	$ -	0.00%
5	2599-9999005 Handhole, Type II, 17x30	EA				$ -	$ 2,100.00	0	-	$ -	0.00%
6	2599-9999005 Handhole, Type IV, 30x48	EA				$ -	$ 3,300.00	0	-	$ -	0.00%
7	2599-9999005 Radar Detection System, per Int	EA	$60,414.00			$60,414.00	$21,813.00	2.769632788	2.8	$ 60,414.00	100.00%
8	2599-9999005 Single Mode Fiber Optic Term	EA				$ -	$ 85.50	0	-	$ -	0.00%
9	2599-9999005 Traffic Monitoring Camera	EA	$24,944.00			$24,944.00	$ 6,412.00	3.890205864	3.9	$ 24,944.00	100.00%
10	2599-9999005 Traffic Signal Cabinet Mod	EA	$ 6,480.00			$ 6,480.00	$ 2,264.00	2.862190813	2.9	$ 6,480.00	100.00%
11	2599-9999005 Traffic Signal Cabinet Repl	EA				$ -	$24,937.00	0	-	$ -	0.00%
12	2599-9999005 Video Detection System, per Int	EA	$166,250.00			$166,250.00	$26,475.00	6.279508971	6.3	$ 166,250.00	100.00%
13	2599-9999005 Wireless Comm. System, per Int	EA				$ -	$ 2,765.00	0	-	$ -	0.00%
14	2599-9999009 2 inch PVC/HDPE Conduit	LF				$ -	$ 10.00	0	-	$ -	0.00%
15	2599-9999009 Pull Tape	LF				$ -	$ 0.65	0	-	$ -	0.00%
16	2599-9999009 Single Mode FO, 12-ct	LF				$ -	$ 3.36	0	-	$ -	0.00%
17	2599-9999009 Single Mode FO, 72-ct, Ext	LF				$ -	$ 3.41	0	-	$ -	0.00%
18	2599-9999009 Single Mode FO, 72-ct, Int	LF				$ -	$ 25.27	0	-	$ -	0.00%
19	2599-9999009 Tracer Wire, 10 Gauge	LF				$ -	$ 1.25	0	-	$ -	0.00%
20	2599-9999010 Community Complex Bld Conn	LS				$ -	$ 2,982.00	0	-	$ -	0.00%
21	2599-9999010 Fiber Optic Hub Cabinet Mod	LS	$ 950.00			$ 950.00	$ 5,303.00	0.179143881	0.2	$ 950.00	100.00%
22	2599-9999010 Water Plant Bld Conn	LS				$ -	$ 1,895.00	0	-	$ -	0.00%
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73						$ -	$ -				0.00%
74						$ -	$ -				0.00%
75						$ -	$ -				0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED MARTERIALS REMAINING TO DATE $259,038.00 $ 259,038.00 100.00%

Date printed: 3/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 27, 2022	$ 481,620.08
2	January 24, 2023	$ 43,616.87
3	February 14, 2023	$ 84,217.50
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Previous Applications for Payment

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TOTAL $ 609,454.45

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	6-15-22
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 3/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: January 31, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	$ 12,675,000.00			
Net change by Change Orders:	$ 192,229.94			
Contract Amount to Date: (line 1 ± 2)		$ 12,867,229.94		
Total completed and stored to date:	$ 10,969,200.30			
Retainage: 5 % of Completed Work:	$ 548,460.01			
Total Earned less Retainage:		$ 10,420,740.28		
Less previous applications for payment:		$ 9,740,445.97		
SUBTOTAL			$	680,294.31
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	680,294.31
Balance to finish, including retainage:		$ 2,446,489.66		
Contract Time Remaining (If applicable)	93.00 Working Days			

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

Construction Contractor Approval: S.J. Louis Construction, Inc.
Firm Name
Signature
03/08/2023
Date

Engineer / Consultant Approval: Veenstra & Kimm,Inc.
Firm Name
Signature
3-8-2023
Date

City of Grimes Staff Approval:
Signature
3-8-23
Date

City of Grimes Council Approval: Council 3-14-23
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: 3/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	60" Sanitary in Open Cut	LF	1,744.00		1,744.00	$ 660.25	$ 1,151,476.00	1,744.00	$ 1,151,476.00	-	100.00%
2	54" Sanitary in Open Cut	LF	9,729.00		9,729.00	$ 679.75	$ 6,613,287.75	7,356.00	$ 5,000,241.00	2,373.00	75.61%
3	48" Sanitary in Open Cut	LF	55.00		55.00	$ 1,200.00	$ 66,000.00		$ -	55.00	0.00%
4	36" Sanitary in Open Cut	LF	33.00		33.00	$ 1,400.00	$ 46,200.00	33.00	$ 46,200.00	-	100.00%
5	36" DI Sanitary Sewer in Open Cut	LF	30.00		30.00	$ 1,500.00	$ 45,000.00		$ -	30.00	0.00%
6	24" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	$ 1,252.00	$ 25,040.00		$ -	20.00	0.00%
7	8" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	$ 900.00	$ 18,000.00	20.00	$ 18,000.00	-	100.00%
8	54" Sanitary Tunneled	LF	656.00		656.00	$ 2,200.00	$ 1,443,200.00	669.00	$ 1,471,800.00	(13.00)	101.98%
9	Manhole - 120"	EA	1.00	(1.00)	-	$ 1.00	$ -		$ -	-	0.00%
10	Manhole - 96"	EA	4.00	(2.00)	2.00	$50,000.00	$ 100,000.00	1.00	$ 50,000.00	1.00	50.00%
11	Manhole - 84"	EA	35.00	(29.00)	6.00	$33,510.00	$ 201,060.00	5.00	$ 167,550.00	1.00	83.33%
12	Storm Sewer - 48" RCP	LF	30.00		30.00	$ 800.00	$ 24,000.00	30.00	$ 24,000.00	-	100.00%
13	Storm Sewer - 24" RCP	LF	60.00		60.00	$ 250.00	$ 15,000.00	30.00	$ 7,500.00	30.00	50.00%
14	Storm Sewer - 18" RCP	LF	90.00		90.00	$ 180.00	$ 16,200.00	118.00	$ 21,240.00	(28.00)	131.11%
15	Storm Sewer - 15" RCP	LF	30.00		30.00	$ 150.00	$ 4,500.00	30.00	$ 4,500.00	-	100.00%
16	Storm Sewer - 12" RCP	LF	30.00		30.00	$ 105.00	$ 3,150.00	32.00	$ 3,360.00	(2.00)	106.67%
17	6" Tile with Sock	LF	18,900.00		18,900.00	$ 19.00	$ 359,100.00	15,806.00	$ 300,314.00	3,094.00	83.63%
18	6" PCC Trail	SY	8,148.00		8,148.00	$ 65.00	$ 529,620.00	4,468.00	$ 290,420.00	3,680.00	54.84%
19	Granular Surfacing	SY	362.00		362.00	$ 25.00	$ 9,050.00	138.00	$ 3,450.00	224.00	38.12%
20	Steel Sheeting	SF	7,900.00		7,900.00	$ 35.00	$ 276,500.00	6,320.00	$ 221,200.00	1,580.00	80.00%
21	Rip-Rap	TON	1,350.00		1,350.00	$ 70.00	$ 94,500.00	586.44	$ 41,050.80	763.56	43.44%
22	Stabilizing Material	TON	200.00		200.00	$ 44.85	$ 8,970.00	866.23	$ 38,850.42	(666.23)	433.12%
23	Erosion Control	LS	1.00		1.00	$100,000.00	$ 100,000.00	70.0%	$ 70,000.00	30.0%	70.00%
24	Seeding	ACRE	25.00		25.00	$ 2,500.00	$ 62,500.00	16.50	$ 41,250.00	8.50	66.00%
25	Clearing and Grubbing	LS	1.00		1.00	$150,000.00	$ 150,000.00	100.0%	$ 150,000.00	0.0%	100.00%
26	Traffic Control	LS	1.00		1.00	$20,000.00	$ 20,000.00	70.0%	$ 14,000.00	30.0%	70.00%
27	54" Base FRP Manholes	EA	27.00	(2.00)	25.00	$40,000.00	$ 1,000,000.00	18.00	$ 720,000.00	7.00	72.00%
28	60" Base FRP Manholes	EA	5.00		5.00	$39,000.00	$ 195,000.00	4.00	$ 156,000.00	1.00	80.00%
29	Remove Trees Brookview	LS		1.00	1.00	$ 2,200.00	$ 2,200.00	1.00	$ 2,200.00	-	100.00%
30	Aurora Rock Obstruction	LS		1.00	1.00	$17,763.77	$ 17,763.77	1.00	$ 17,763.77	-	100.00%
31	Intake Remove and Replace Station 15+65 Left	LS		1.00	1.00	$ 5,885.00	$ 5,885.00	2.00	$ 11,770.00	(1.00)	200.00%
32	Remove and Replace Sewer Line and Cleanout	LS		1.00	1.00	$ 5,250.00	$ 5,250.00	1.00	$ 5,250.00	-	100.00%
33	Manhole 22 Fiberglass Riser (Non Returnable)	LS		1.00	1.00	$ 9,368.70	$ 9,368.70	1.00	$ 9,368.70	-	100.00%
34	Manhole Change Surcharge	LS		1.00	1.00	$ 6,925.00	$ 6,925.00	1.00	$ 6,925.00	-	100.00%
35	Invert Adjustment Additional Cost	LS		1.00	1.00	$59,619.91	$ 59,619.91		$ -	1.00	0.00%
36	Meredith Tunnel Lowering Costs	LS		1.00	1.00	$16,318.19	$ 16,318.19	1.00	$ 16,318.19	-	100.00%
37	Additional Mobilizations - Meredith Drive Crossing	LS		2.00	2.00	$25,000.00	$ 50,000.00	2.00	$ 50,000.00	-	100.00%
38	Meredith Utilility Exploration	LS		1.00	1.00	$25,663.70	$ 25,663.70	1.00	$ 25,663.70	-	100.00%
39	156th Steet Rock Obstruction	LS		1.00	1.00	$19,704.19	$ 19,704.19	1.00	$ 19,704.19	-	100.00%
40	Brookview Drive Rock Obstruction	LS		1.00	1.00	$34,281.53	$ 34,281.53	1.00	$ 34,281.53	-	100.00%
41	Grubbing, Grade, and Restore 156th & Brookview	LS		1.00	1.00	$ 2,136.25	$ 2,136.25		$ -	1.00	0.00%
42	Meredith Drive Rock Obstruction	LS		1.00	1.00	$34,759.95	$ 34,759.95	1.00	$ 34,759.95	-	100.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0.00%
	Stored Materials								$ -		0.00%
	54" Base FRP Manholes 2 miter	EA			-	$13,117.00	$ -		$ -		0.00%
	54" Coupling Elbow 2 miter	EA			-	$ 7,483.00	$ -	-	$ -		0.00%
	LFM MH #28	EA			-	$ 9,959.00	$ -		$ -		0.00%
	LFM MH #30	EA			-	$10,968.00	$ -		$ -		0.00%
	LFM MH #31	EA			-	$ 8,517.00	$ -		$ -		0.00%
	LFM MH #35	EA			-	$ 9,574.00	$ -	1.00	$ 9,574.00		0.00%
	LFM MH #39	EA			-	$ 9,574.00	$ -	1.00	$ 9,574.00		0.00%
	LFM MH #40	EA			-	$12,017.00	$ -	1.00	$ 12,017.00		0.00%
	LFM MH #41	EA			-	$12,017.00	$ -	1.00	$ 12,017.00		0.00%
	LFM MH #43	EA			-	$ 9,401.00	$ -	1.00	$ 9,401.00		0.00%
	LFM MH #44	EA			-	$ 9,401.00	$ -	1.00	$ 9,401.00		0.00%
	2" PVC Grout Bushing	EA			-	$ 200.00	$ -		$ -		0.00%
	6" Draintile	LF			-	$ 2.40	$ -	2,194.00	$ 5,265.60		0.00%
	24" A-2000 Sanitary pipe	LF			-	$ 93.05	$ -	42.00	$ 3,908.10		0.00%
	24" Hymax Coupler	EA			-	$ 2,771.50	$ -	6.00	$ 16,629.00		0.00%
	Sheet piling	SF			-	$ 19.41	$ -	1,758.00	$ 34,122.78		0.00%
	54" Base FRP Manholes 2 miter	EA				$13,117.00	$ -	2.00	$ 26,234.00		0.00%
	54" Sanitary Pipe	LF			-	$ 238.00	$ -	343.36	$ 81,719.68		0.00%
	48" Sanitary Pipe	LF			-	$ 200.00	$ -	65.00	$ 13,000.00		0.00%
	54" Sanitary Pipe	LF			-	$ 238.00	$ -	1,577.43	$ 375,428.34		0.00%
	54" Base FRP Manholes 1 miter	EA				$11,255.00	$ -		$ -		0.00%
	54" Base FRP Manholes 2 miter	EA			-	$13,117.00	$ -	1.00	$ 13,117.00		0.00%
	54" Coupling Elbow 1 miter	EA				$ 5,905.00	$ -	1.00	$ 5,905.00		0.00%
	54" Coupling Elbow 2 miter	EA			-	$ 7,483.00	$ -	7.00	$ 52,381.00		0.00%
	48" Coupling Elbow 1 miter	EA				$ 4,685.00		2.00	$ 9,370.00		0.00%
	48" Coupling Elbow 2 miter	EA				$ 6,255.00		1.00	$ 6,255.00		0.00%
	24" Ductile Iron Pipe CL52	LF				$ 216.84		20.00	$ 4,336.80		0.00%
	Manhole 29	EA				$14,948.25			$ -		0.00%
	Manhole 33	EA				$ 13,136.75		1.00	$ 13,136.75		0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 12,867,229.94 $ 10,969,200.30 85.25%

Date printed: 3/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 8, 2022	$ 97,850.00
2	April 12, 2022	$ 76,000.00
3	June 28, 2022	$ 319,396.14
4	July 12, 2022	$1,149,935.40
5	August 9, 2022	$1,356,953.99
6	September 13, 2022	$1,721,837.63
7	October 11, 2022	$1,680,563.57
8	November 15, 2022	$ 828,385.59
9	December 13, 2022	$1,143,666.61
10	January 10, 2023	$ 819,078.72
11	February 14, 2023	$ 546,778.32
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Previous Applications for Payment

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TOTAL **$ 9,740,445.97**

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	$ (84,666.25)
2	January 24, 2023	$ 276,896.19
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TOTAL **$ 192,229.94**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	December 14, 2021
Original Contract Time:	534.00
Added by Change Order:	
Contract Time to Date:	534.00
Time Used to Date:	441.00
Contract Time Remaining:	**93.00**

Date Printed: 3/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 14, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: January 31, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	$ 8,235,801.00		
Net change by Change Orders:	$ 35,838.00		
Contract Amount to Date: (line 1 ± 2)		$ 8,271,639.00	
Total completed and stored to date:	$ 7,302,945.31		
Retainage: 5 % of Completed Work:	$ 365,147.27		
Total Earned less Retainage:		$ 6,937,798.05	
Less previous applications for payment:		$ 6,797,978.00	
SUBTOTAL			$ 139,820.05
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 139,820.05
Balance to finish, including retainage:		$ 1,333,840.95	
Contract Time Remaining (If applicable)	154.00 Working Days		

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

Construction Contractor Approval: Rognes Corporation (Firm Name) — Signature — 3-6-23 (Date)

Engineer / Consultant Approval: Veenstra & Kimm, Inc. (Firm Name) — Signature — 3-6-23 (Date)

City of Grimes Staff Approval: — Signature — 3-8-23 (Date)

City of Grimes Council Approval: Council 3-14-23 — 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: 3/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	36" Force Main in Open Cut	LF	14,777.00		14,777.00	$ 338.00	$ 4,994,626.00	11,650.00	$ 3,937,700.00	3,127.00	78.84%
2	36" Force Main Trenchless in Casing	LF	110.00		110.00	$ 1,300.00	$ 143,000.00		$ -	110.00	0.00%
3	36" Force Main Trenchless	LF	140.00		140.00	$ 900.00	$ 126,000.00		$ -	140.00	0.00%
4	36" Force Main Directional Bored	LF	105.00		105.00	$ 900.00	$ 94,500.00		$ -	105.00	0.00%
5	Air Release Manhole	EA	4.00		4.00	$28,000.00	$ 112,000.00	1.00	$ 28,000.00	3.00	25.00%
6	24" Sanitary Sewer in Open Cut	LF	1,246.00		1,246.00	$ 245.00	$ 305,270.00	1,246.00	$ 305,270.00	-	100.00%
7	15" Sanitary Sewer in Open Cut	LF	1,039.00		1,039.00	$ 215.00	$ 223,385.00	1,039.00	$ 223,385.00	-	100.00%
8	12" Sanitary Sewer in Open Cut	LF	5,496.00		5,496.00	$ 215.00	$ 1,181,640.00	5,496.00	$ 1,181,640.00	-	100.00%
9	12" Sanitary Sewer Trenchless	LF	55.00		55.00	$ 350.00	$ 19,250.00	55.00	$ 19,250.00	-	100.00%
10	Manhole - 84"	EA	2.00		2.00	$24,000.00	$ 48,000.00	2.00	$ 48,000.00	-	100.00%
11	Manhole - 72"	EA	1.00		1.00	$15,000.00	$ 15,000.00	1.00	$ 15,000.00	-	100.00%
12	Manhole - 48"	EA	21.00		21.00	$ 7,200.00	$ 151,200.00	21.00	$ 151,200.00	-	100.00%
13	Connection to Existing Manhole - 24" Sewer	EA	1.00		1.00	$10,000.00	$ 10,000.00	1.00	$ 10,000.00	-	100.00%
14	6" PCC Trail	SY	386.00		386.00	$ 55.00	$ 21,230.00	21.00	$ 1,155.00	365.00	5.44%
15	Field Tile Replacement - 8" and Smaller	LF	500.00		500.00	$ 40.00	$ 20,000.00	929.00	$ 37,160.00	(429.00)	185.80%
16	Stabilizing Material	TON	100.00		100.00	$ 50.00	$ 5,000.00		$ -	100.00	0.00%
17	Erosion Control	LS	1.00		1.00	$58,700.00	$ 58,700.00	65.0%	$ 38,155.00	35.0%	65.00%
18	Seeding	ACRE	25.00		25.00	$ 1,800.00	$ 45,000.00		$ -	25.00	0.00%
19	Clearing and Grubbing	LS	1.00		1.00	$650,000.00	$ 650,000.00	90.0%	$ 585,000.00	10.0%	90.00%
20	Traffic Control	LS	1.00		1.00	$12,000.00	$ 12,000.00	65.0%	$ 7,800.00	35.0%	65.00%
	Change Orders										
1.1	Remove and Replace 7" PCC pavement	SY		102.00	102.00	$ 169.00	$ 17,238.00	102.00	$ 17,238.00	-	100.00%
1.2	Drop Connection	EA		3.00	3.00	$ 6,200.00	$ 18,600.00	3.00	$ 18,600.00	-	100.00%
	Stored Materials										
21	36" Elbow 2-Miter	EA			2.00	$ 3,900.00	$ 7,800.00	-	$ -		0.00%
22	36" Elbow 1-Miter	EA			8.00	$ 3,000.00	$ 24,000.00		$ -		0.00%
23	36" Elbow 2-Miter	EA			7.00	$ 3,900.00	$ 27,300.00		$ -		0.00%
24	End Cap	EA			1.00	$ 740.00	$ 740.00		$ -		0.00%
25	36" Sanitary Force Main pipe	LF			7,360.21	$ 185.43	$ 1,364,803.74		$ -		0.00%
26	36" Sanitary Force Main pipe	LF			6,880.55	$ 184.92	$ 1,272,351.31	3,108.60	$ 574,842.31		45.18%
27	36" Elbow 0-Miter	EA			8.00	$ 4,500.00	$ 36,000.00	7.00	$ 31,500.00		87.50%
28	36" Elbow 1-Miter	EA			9.00	$ 3,000.00	$ 27,000.00	6.00	$ 18,000.00		66.67%
29	36" Elbow 1-Miter	EA			4.00	$ 6,250.00	$ 25,000.00	3.00	$ 18,750.00		75.00%
30	36" Elbow 2-Miter	EA			1.00	$ 3,000.00	$ 3,000.00	-	$ -		0.00%
31	36" Elbow 2-Miter	EA			4.00	$ 3,900.00	$ 15,600.00	2.00	$ 7,800.00		50.00%
32	36" Elbow 2-Miter	EA			2.00	$ 7,500.00	$ 15,000.00	2.00	$ 15,000.00		100.00%
33	36" Elbow 3-Miter	EA			1.00	$ 3,900.00	$ 3,900.00	1.00	$ 3,900.00		100.00%
34	36" Elbow 3-Miter	EA			2.00	$ 4,300.00	$ 8,600.00	2.00	$ 8,600.00		100.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 308,750.00
2	September 13, 2022	$ 248,097.25
3	October 11, 2022	$1,374,592.05
4	November 8, 2022	$2,490,201.31
5	December 13, 2022	$2,180,893.53
6	January 10, 2023	$ 152,903.81
7	February 14, 2023	$ 42,540.05
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 6,797,978.00**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 35,838.00
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TOTAL **$ 35,838.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	511.00
Added by Change Order:	
Contract Time to Date:	511.00
Time Used to Date:	357.00
Contract Time Remaining:	**154.00**

Date Printed: 3/5/2023

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date:03/14/2023

AGENDA ITEM: Resolution #03-0623 Setting the Date for Public Hearing Amending Grimes Section 9-15 (1B) for Collection of Recyclable Materials, and Section 9-13-9 (1) with Regard to Collection of Solid Waste

BACKGROUND: The City contracts with Metro Waste Authority to provide Solid Waste and Recycling services. Beginning July 1, 2023, Metro Waste is increasing the fees to the City for Recycling by $.22 per household, per month, which is a 5% increase. The rate will be $4.54 per month, which the City will now pass through in our rates. Metro Waste calculated their increase based on the national CPI and the compressed natural gas index. Additionally, Metro Waste is increasing the Solid Waste charges for collection from $10.73 to $11.13, which is a 4% increase. The City will continue to fund a portion of the Solid Waste charges for the first cart per residence at the current level.

BUDGETARY CONSIDERATIONS: Solid Waste fees will ıncrease $.40 per cart, per household, and Recyling fees will increase $.22 per household.

STRATEGIC PLANNING:
Prioritized YES X NO

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

BOARD/COMMISSION ACTION(S): Council held a budget workshop on February 14, 2023 and new rates were incorporated to fund the additional charges from Metro Waste Authority for FY24.

STAFF RECOMMENDATION: Staff recommends setting the date of March 28, 2023 for the Public Hearing and First Reading on the Ordinance amendments for the proposed rate changes for Solid Waste and Recyclable Materials.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

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

GRIMES ORDINANCE NO. 778

AN ORDINANCE AMENDING FEES CHARGED UNDER GRIMES CODE OF ORDINANCE SECTION 9-15-6(1B) FOR COLLECTION OF RECYLABLE MATERIALS, AND SECTION 9-13-9(1) FOR COLLECTION OF SOLID WASTE

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Sections 9-15-6(1) and 9-13-9(1) to increase fees charged to account for increased costs related to recyclable material and solid waste collection services.

SECTION 2. Amendment. **Grimes Code of Ordinance Sections 9-15-6(1) and 9-13-9(1) relating to collection rates for recyclable and solid waste collection, respectively, shall be stricken and replaced as underlined below:**

9-15-6 Charge for Collection of Recyclable Materials:

1. Charges for Service. The City Council shall establish the individual charge for recycling collection by ordinance. The City Clerk is authorized to collect this recycling charge by including the charge with and as a part of the bills sent out to the City's water service customers. These charges shall be billed as follows:

A. An individual monthly charge shall be included with every water bill sent to a customer who occupies a one or two-family residence and owner-occupied multi-family townhomes or condominiums if they are being provided solid waste pickup according to Chapter 9-13 Solid Waste.

B. The monthly charge shall be ~~$ 4.32~~ $4.54 effective ~~August 1, 2022~~. July 1, 2023.

9-13-9 Collection Fees:

The collection and disposal of solid waste is a beneficial city service to the property served or eligible to be served, and there shall be levied and collected fees, as follows:

1. Fee. The fee for solid waste collection for each residential premise and for each dwelling of a multiple-family dwelling is:

a. ~~$ 9.59~~ $9.97 per month, which includes one solid waste collection cart~~.~~ effective July 1, 2023.

b. ~~$ 10.73~~ $11.13 per month for each additional solid waste collection cart~~.~~ effective July 1, 2023.

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 and each of the rate increases shall take effect on July 1, 2023.

Passed by the Grimes City Council on this__day of_____ and approved on this____ day of _____, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date:03/14/2023

AGENDA ITEM: Resolution #03-0723 Setting the Date for Public Hearing and Additional Action on Proposal to Enter into a General Obligation Loan Agreement and Borrow Money Thereunder in a Principal Amount Not to Exceed $17,000,000

BACKGROUND: Council authorized the addition of the Sports Complex Development Project as an Urban Renewal project in the Grimes Urban Renewal Area on September 22, 2020 and updated the project on March 14, 2023. Council authorized engineering for the GrimesPlex project in March 2022. A work session was held on the project in April 2022, and Council subsequently approved an agreement to accept responsibility for, completion of, and eventual management for the GrimesPlex. Council accepted a donation of $16,000,000 in land, a $12,000,000 monetary donation, and all lease agreements from Hope Development and Realty and Reza Kargarzadeh in April 2022. This Public Hearing will allow the City to borrow funds to complete the GrimesPlex Project.

BUDGETARY CONSIDERATIONS: The principal not to exceed amount for the bonds is $17,000,000.

STRATEGIC PLANNING:
Prioritized YES X NO

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

BOARD/COMMISSION ACTION(S): Council added the project to the Urban Renewal Area in September 2020 and updated in March 2023. Council held a workshop and accepted the donation of land, leases, and funding from Hope Development & Realty, Reza Kargarzadeh, in April 2022.

STAFF RECOMMENDATION: Staff recommends setting the date of March 28, 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

419952-91

March 14, 2023

The City Council of the City of Grimes, Iowa, met on March 14, 2023, at 5:30 p.m., at the Community Complex, 410 SE Main, 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.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

RESOLUTION NO. 03-0723

Resolution setting the date for public hearing and additional action on proposal to enter into General Obligation Loan Agreement and to borrow money thereunder

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties proposes to enter into a loan agreement (the "Urban Renewal Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $17,000,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the Sports Complex Development Project an urban renewal project in the Grimes Urban Renewal Area which was authorized by action of the City Council on September 22, 2020 and updated by subsequent action on March 14, 2023 (the "Urban Renewal Project"), and in lieu of calling an election thereon, the City desires to institute proceedings to enter into the Urban Renewal Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Sections 384.24.3(q) and 384.26 of the Code of Iowa, 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 Urban Renewal 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 28, 2023, at the Community Complex, Grimes, Iowa, at 5:30 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Urban Renewal Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Urban Renewal 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 ten (10) 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 $17,000,000

(GENERAL OBLIGATION)

The City Council of the City of Grimes, Iowa (the "City"), will meet on March 28, 2023, at the Community Complex, Grimes, Iowa, at 5:30 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 $17,000,000 for the purpose of paying the costs, to that extent, undertaking the Sports Complex Development Project an urban renewal project in the Grimes Urban Renewal Area which was authorized by action of the City Council on September 22, 2020 and updated by subsequent action on March 14, 2023.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24(3)(q) of the Code of Iowa and will constitute a general obligation of the City.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned 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 Project set forth in the preamble hereof which are reasonably estimated to cost approximately $17,000,000, (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 have 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 March 14, 2023.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

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 proposals to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this 14th day of March, 2023.

_____
Rochelle Williams, City Clerk

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

Andrew Borcherding, Council Member

Laurie DePhillips, Council Member

Eric Johansen, Council Member

David Gisch, Council Member

WITNESS MY HAND this 14th day of March, 2023.

Rochelle Williams, City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits 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 slip 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.

_____
Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date:03/14/2023

AGENDA ITEM: Resolution #03-0823 Setting the Public Hearing Date for the Fiscal Year 2023-2024 Budget for March 28, 2023

BACKGROUND: Following the Council's budget workshop on February 14th, Staff incorporated Council's direction on the proposed property tax rate into the attached budget. The proposed budget funds the CIP, debt repayment and city operations for fiscal year 2023-2024.

BUDGETARY CONSIDERATIONS: The total proposed tax rate for FY2023/2024 will decrease property taxes by $.11355/$1000.

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. Council approved the Max Levy Resolution on March 14, 2023.

STAFF RECOMMENDATION: Staff recommends approval and setting the date of March 28, 2023 for Public Hearing on the proposed Budget.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION # 03-0823

RESOLUTION SETTING THE PUBLIC HEARING DATE FOR THE FISCAL YEAR 2023-2024 BUDGET FOR MARCH 28, 2023

WHEREAS**,** the City Council of the City of Grimes, Iowa (the "City") desires to consider the proposed fiscal year 2023-2024 budget; and,

WHEREAS, a public hearing upon the proposed fiscal year 2023-2024 budget 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 fiscal year 2023-2024 budget at the Grimes Community Center, 410 SE Main Street, Grimes, Iowa, at 5:30 p.m. on the 28th day of March 2023, at which time the City Council will consider any objections to the proposed budget.

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 14th day of March 2023.

_____ _____

Scott Mikkelsen, Mayor Date

Attest:

_____ _____

Rochelle Williams, City Clerk Date

FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of : GRIMES County Name: POLK COUNTY, DALLAS

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	1,159,085,148	2b	1,140,310,823	City Number: 77-719
DEBT SERVICE	3a	1,372,178,027	3b	1,353,403,702	Last Official Census: 15,392
Ag Land	4a	4,271,681			

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW				Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000				5	8,874,375	8,730,630	43	7.65636
Non-Voted Other Permissible Levies									
Contract for use of Bridge	0.67500				6		0	44	0.00000
Opr & Maint publicly owned Transit	0.95000				7		0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec				8		0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500				9		0	47	0.00000
Planning a Sanitary Disposal Project	0.06750				10		0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000				11		0	49	0.00000
Levee Impr. fund in special charter city	0.06750				13		0	51	0.00000
Liability, property & self insurance costs	Amt Nec				14		0	52	0.00000
Support of a Local Emerg.Mgmt.Comm.	Amt Nec				462		0	465	0.00000
Voted Other Permissible Levies									
Instrumental/Vocal Music Groups	0.13500				15		0	53	0.00000
Memorial Building	0.81000				16		0	54	0.00000
Symphony Orchestra	0.13500				17		0	55	0.00000
Cultural & Scientific Facilities	0.27000				18		0	56	0.00000
County Bridge	As Voted				19		0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000				20		0	58	0.00000
Aid to a Transit Company	0.03375				21		0	59	0.00000
Maintain Institution received by gift/devise	0.20500				22		0	60	0.00000
City Emergency Medical District	1.00000				463		0	466	0.00000
Support Public Library	0.27000				23		0	61	0.00000
Unified Law Enforcement	1.50000				24		0	62	0.00000
Total General Fund Regular Levies (5 thru 24)					25	8,874,375	8,730,630		
Ag Land	3.00375				26	12,832	12,832	63	3.00375
Total General Fund Tax Levies (25 + 26)					27	8,887,207	8,743,462		
Special Revenue Levies									
Emergency (if general fund at levy limit)	0.27000				28		0	64	0.00000
Police & Fire Retirement	Amt Nec				29		0		0.00000
FICA & IPERS (if general fund at levy limit)	Amt Nec				30		0		0.00000
Other Employee Benefits	Amt Nec				31	1,065,394	1,048,139		0.91917
Total Employee Benefit Levies (29,30,31)					32	1,065,394	1,048,139	65	0.91917
Sub Total Special Revenue Levies (28+32)					33	1,065,394	1,048,139		
As Req		**With Gas & Elec Valuation**		**Without Gas & Elec Valuation**					
SSMID 1		0		0	34		0	66	0.00000
SSMID 2		0		0	35		0	67	0.00000
SSMID 3		0		0	36		0	68	0.00000
SSMID 4		0		0	37		0	69	0.00000
SSMID 5		0		0	555		0	565	0.00000
SSMID 6		0		0	556		0	566	0.00000
SSMID 7		0		0	1177		0	1179	0.00000
SSMID 8		0		0	1185		0	1187	0.00000
Total Special Revenue Levies					39	1,065,394	1,048,139		
Debt Service Levy 76.10(6)	Amt Nec				40	3,430,445	3,383,509	70	2.50000
Capital Projects (Capital Improv. Reserve)	0.67500				41		0	71	0.00000
Total Property Taxes (27+39+40+41)					42	13,383,046	13,175,110	72	11.07553

(Signature) (Date) (County Auditor) (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	1,159,085,148	1,159,085,148	
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	8.10079	8.78844	

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

FUND BALANCE
City Name: GRIMES
Fiscal Year July 1, 2023 - June 30, 2024

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2022										
Beginning Fund Balance July 1	1	11,348,884	4,658,097	850,644	737,328	24,282,095	0	41,877,048	15,623,465	57,500,513
Actual Revenues Except Beg Balance	2	12,261,467	7,482,656	5,192,867	5,118,762	13,983,351	0	44,039,103	13,407,539	57,446,642
Actual Expenditures Except End Balance	3	11,280,177	4,289,654	5,531,865	4,862,823	14,962,479	0	40,926,998	8,859,075	49,786,073
Ending Fund Balance June 30	4	12,330,174	7,851,099	511,646	993,267	23,302,967	0	44,989,153	20,171,929	65,161,082
Re-Estimated FY 2023										
Beginning Fund Balance	5	12,330,174	7,851,099	511,646	993,267	23,302,967	0	44,989,153	20,171,929	65,161,082
Re-Est Revenues	6	12,860,716	6,836,991	6,772,510	5,847,383	44,780,000	0	77,097,600	13,954,223	91,051,823
Re-Est Expenditures	7	12,217,266	5,627,769	6,795,167	5,762,007	57,603,800	0	88,006,009	10,897,950	98,903,959
Ending Fund Balance	8	12,973,624	9,060,321	488,989	1,078,643	10,479,167	0	34,080,744	23,228,202	57,308,946
Budget FY 2024										
Beginning Fund Balance	9	12,973,624	9,060,321	488,989	1,078,643	10,479,167	0	34,080,744	23,228,202	57,308,946
Revenues	10	14,034,743	7,049,717	6,519,924	6,425,258	40,118,493	0	74,148,135	17,814,388	91,962,523
Expenditures	11	14,034,743	6,794,989	6,519,924	6,407,557	48,006,928	0	81,764,141	19,605,293	101,369,434
Ending Fund Balance	12	12,973,624	9,315,049	488,989	1,096,344	2,590,732	0	26,464,738	21,437,297	47,902,035

LOCAL EMC SUPPORT

City Name: GRIMES

Fiscal Year July 1, 2023 - June 30, 2024

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2024	0	0

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1
City Name: GRIMES
Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY										
Police Department/Crime Prevention	1	1,423,248	0						1,423,248	1,340,302
Jail	2								0	0
Emergency Management	3								0	0
Flood Control	4								0	0
Fire Department	5	529,726	209,582						739,308	786,785
Ambulance	6	1,515,041	448,707						1,963,748	1,555,566
Building Inspections	7	1,416,827	270,212						1,687,039	1,324,557
Miscellaneous Protective Services	8								0	0
Animal Control	9	0							0	193
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11	4,884,842	928,501				0		5,813,343	5,007,403
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	1,261,038	1,615,938						2,876,976	2,379,796
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	228,500	24,000						252,500	198,670
Traffic Control and Safety	15		35,000						35,000	10,174
Snow Removal	16	5,000	379,380						384,380	94,499
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport (if not Enterprise)	19								0	0
Garbage (if not Enterprise)	20								0	0
Other Public Works	21								0	0
TOTAL (lines 12 - 21)	22	1,494,538	2,054,318				0		3,548,856	2,683,139
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27	8,000							8,000	4,391
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
TOTAL (lines 23 - 29)	30	8,000	0				0		8,000	4,391
CULTURE & RECREATION										
Library Services	31	832,044	224,832						1,056,876	771,011
Museum, Band and Theater	32								0	0
Parks	33	675,750	113,500						789,250	881,121
Recreation	34	307,800	57,545						365,345	392,871
Cemetery	35	64,000	1,029						65,029	5,188
Community Center, Zoo, & Marina	36	241,170	31,963						273,133	166,495
Other Culture and Recreation	37								0	0
TOTAL (lines 31 - 37)	38	2,120,764	428,869				0		2,549,633	2,216,686

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2
City Name: GRIMES
Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39								0	0
Economic Development	40	199,000	46,000	3,925,806					4,170,806	215,925
Housing and Urban Renewal	41								0	0
Planning & Zoning	42								0	0
Other Com & Econ Development	43								0	0
TIF Rebates	44								0	3,034,160
TOTAL (lines 39 - 44)	45	199,000	46,000	3,925,806			0		4,170,806	3,250,085
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	261,650	57,974						319,624	290,075
Clerk, Treasurer, & Finance Adm.	47	541,295	199,504						740,799	599,959
Elections	48	28,500							28,500	24,887
Legal Services & City Attorney	49	243,000							243,000	140,691
City Hall & General Buildings	50	307,200	4,000						311,200	458,869
Tort Liability	51	49,000							49,000	54,501
Other General Government	52	31,906							31,906	424,462
TOTAL (lines 46 - 52)	53	1,462,551	261,478	0			0		1,724,029	1,993,444
DEBT SERVICE	54				5,762,007				5,762,007	4,862,823
Gov Capital Projects	55					57,603,800			57,603,800	14,962,479
TIF Capital Projects	56								0	0
TOTAL CAPITAL PROJECTS	57	0	0	0		57,603,800	0		57,603,800	14,962,479
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	10,169,695	3,719,166	3,925,806	5,762,007	57,603,800	0		81,180,474	34,980,450
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							3,014,954	3,014,954	2,103,363
Sewer Utility	60							3,915,378	3,915,378	1,609,193
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								0	0
Landfill/Garbage	64							907,981	907,981	706,960
Transit	65								0	0
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								0	0
Storm Water Utility	68							672,871	672,871	361,717
Other Business Type (city hosp., ISF, parking, etc.)	69							0	0	0
Enterprise DEBT SERVICE	70								0	1,923,489
Enterprise CAPITAL PROJECTS	71								0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73							8,511,184	8,511,184	6,704,722
TOTAL ALL EXPENDITURES (lines 58+73)	74	10,169,695	3,719,166	3,925,806	5,762,007	57,603,800	0	8,511,184	89,691,658	41,685,172
Regular Transfers Out	75	2,047,571	1,908,603		0	0		2,386,766	6,342,940	5,603,196
Internal TIF Loan Transfers Out	76			2,869,361					2,869,361	2,497,705
Total ALL Transfers Out	77	2,047,571	1,908,603	2,869,361	0	0	0	2,386,766	9,212,301	8,100,901
Total Expenditures and Other Fin Uses (lines 74+77)	78	12,217,266	5,627,769	6,795,167	5,762,007	57,603,800	0	10,897,950	98,903,959	49,786,073
Ending Fund Balance June 30	79	12,973,624	9,060,321	488,989	1,078,643	10,479,167	0	23,228,202	57,308,946	65,161,082

RE-ESTIMATED REVENUES DETAIL
City Name: GRIMES
Fiscal Year July 1, 2022 - June 30, 2023

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
Taxes Levied on Property	1	8,198,054	1,047,184		3,048,215				12,293,453	11,207,159
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	8,198,054	1,047,184		3,048,215	0			12,293,453	11,207,159
Delinquent Property Taxes	4								0	0
TIF Revenues	5			6,772,510					6,772,510	5,192,867
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	139,282	17,816		42,900				199,998	195,038
Utility francise tax (Iowa Code Chapter 364.2)	7								0	0
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10	0							0	0
Hotel/Motel Taxes	11	0	69,000						69,000	71,050
Other **Local Option Taxes**	12		2,709,705			0			2,709,705	3,291,546
Subtotal - Other City Taxes (lines 6 thru 12)	13	139,282	2,796,521		42,900	0			2,978,703	3,557,634
Licenses & Permits	14	616,500						0	616,500	766,410
Use of Money & Property	15	130,000	2,052		0	0		10,040	142,092	218,477
Intergovernmental:										
Federal Grants & Reimbursements	16	0				1,105,000		0	1,105,000	1,115,711
Road Use Taxes	17		1,946,835						1,946,835	2,029,200
Other State Grants & Reimbursements	18	216,462	31,693		80,378	0		0	328,533	406,295
Local Grants & Reimbursements	19	146,000							146,000	482,623
Subtotal - Intergovernmental (lines 16 thru 19)	20	362,462	1,978,528	0	80,378	1,105,000		0	3,526,368	4,033,829
Charges for Fees & Service:										
Water Utility	21							5,568,549	5,568,549	5,760,128
Sewer Utility	22							4,286,137	4,286,137	3,491,825
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27							721,376	721,376	565,783
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32							779,750	779,750	767,979
Other Fees & Charges for Service	33	492,300	0					0	492,300	389,462
Subtotal - Charges for Service (lines 21 thru 33)	34	492,300	0		0	0	0	11,355,812	11,848,112	10,975,177
Special Assessments	35				5,000	0			5,000	221,846
Miscellaneous	36	237,500	10,784			0		33,000	281,284	545,377
Other Financing Sources: Regular Operating Transfers In	37	2,231,897	1,001,922		253,750	300,000		2,555,371	6,342,940	5,603,196
Internal TIF Loan Transfers In	38	452,221		0	2,417,140	0			2,869,361	2,497,705
Subtotal ALL Operating Transfers In	39	2,684,118	1,001,922	0	2,670,890	300,000	0	2,555,371	9,212,301	8,100,901
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				0	43,375,000		0	43,375,000	12,626,965
Proceeds of Capital Asset Sales	41	500				0			500	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	2,684,618	1,001,922	0	2,670,890	43,675,000	0	2,555,371	52,587,801	20,727,866
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	12,860,716	6,836,991	6,772,510	5,847,383	44,780,000	0	13,954,223	91,051,823	57,446,642
Beginning Fund Balance July 1	44	12,330,174	7,851,099	511,646	993,267	23,302,967	0	20,171,929	65,161,082	57,500,513

EXPENDITURES SCHEDULE PAGE 1
City Name: GRIMES
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY											
Police Department/Crime Prevention	1	1,477,800	0						1,477,800	1,423,248	1,340,302
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4								0	0	0
Fire Department	5	790,538	261,463						1,052,001	739,308	786,785
Ambulance	6	1,506,264	458,944						1,965,208	1,963,748	1,555,566
Building Inspections	7	1,566,813	447,840						2,014,653	1,687,039	1,324,557
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	250							250	0	193
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	5,341,665	1,168,247				0		6,509,912	5,813,343	5,007,403
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	979,867	1,726,241						2,706,108	2,876,976	2,379,796
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	198,500	30,000						228,500	252,500	198,670
Traffic Control and Safety	15		35,000						35,000	35,000	10,174
Snow Removal	16	7,000	376,700						383,700	384,380	94,499
Highway Engineering	17								0	0	0
Street Cleaning	18								0	0	0
Airport	19								0	0	0
Garbage (if not Enterprise)	20								0	0	0
Other Public Works	21								0	0	0
TOTAL (lines 12 - 21)	22	1,185,367	2,167,941				0		3,353,308	3,548,856	2,683,139
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27	8,000							8,000	8,000	4,391
Community Mental Health	28								0	0	0
Other Health and Social Services	29								0	0	0
TOTAL (lines 23 - 29)	30	8,000	0				0		8,000	8,000	4,391
CULTURE & RECREATION											
Library Services	31	1,111,901	228,236						1,340,137	1,056,876	771,011
Museum, Band and Theater	32								0	0	0
Parks	33	604,682	121,623						726,305	789,250	881,121
Recreation	34	771,158	63,857						835,015	365,345	392,871
Cemetery	35	64,000	1,026						65,026	65,029	5,188
Community Center, Zoo, & Marina	36	246,670	34,561						281,231	273,133	166,495
Other Culture and Recreation	37		102,368						102,368	0	0
TOTAL (lines 31 - 37)	38	2,798,411	551,671				0		3,350,082	2,549,633	2,216,686

EXPENDITURES SCHEDULE PAGE 2
City Name: GRIMES
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39								0	0	0
Economic Development	40	228,000	46,000						274,000	4,170,806	215,925
Housing and Urban Renewal	41								0	0	0
Planning & Zoning	42								0	0	0
Other Com & Econ Development	43								0	0	0
TIF Rebates	44			3,383,068					3,383,068	0	3,034,160
TOTAL (lines 39 - 44)	45	228,000	46,000	3,383,068			0		3,657,068	4,170,806	3,250,085
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	268,400	57,315						325,715	319,624	290,075
Clerk, Treasurer, & Finance Adm.	47	607,014	209,764						816,778	740,799	599,959
Elections	48	28,500							28,500	28,500	24,887
Legal Services & City Attorney	49	248,500							248,500	243,000	140,691
City Hall & General Buildings	50	621,745	39,549						661,294	311,200	458,869
Tort Liability	51	91,300							91,300	49,000	54,501
Other General Government	52	39,000							39,000	31,906	424,462
TOTAL (lines 46 - 52)	53	1,904,459	306,628	0			0		2,211,087	1,724,029	1,993,444
DEBT SERVICE	54				6,407,557				6,407,557	5,762,007	4,862,823
Gov Capital Projects	55					47,730,510			47,730,510	57,603,800	14,962,479
TIF Capital Projects	56								0	0	0
TOTAL CAPITAL PROJECTS	57	0	0	0		47,730,510	0		47,730,510	57,603,800	14,962,479
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	11,465,902	4,240,487	3,383,068	6,407,557	47,730,510	0		73,227,524	81,180,474	34,980,450
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59							3,118,197	3,118,197	3,014,954	2,103,363
Sewer Utility	60							4,402,884	4,402,884	3,915,378	1,609,193
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64							962,786	962,786	907,981	706,960
Transit	65								0	0	0
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68							724,138	724,138	672,871	361,717
Other Business Type (city hosp., ISF, parking, etc.)	69							0	0	0	0
Enterprise DEBT SERVICE	70							3,214,357	3,214,357	0	1,923,489
Enterprise CAPITAL PROJECTS	71								0	0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							12,422,362	12,422,362	8,511,184	6,704,722
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	11,465,902	4,240,487	3,383,068	6,407,557	47,730,510	0	12,422,362	85,649,886	89,691,658	41,685,172
Regular Transfers Out	75	2,568,841	2,554,502		0	276,418		7,182,931	12,582,692	6,342,940	5,603,196
Internal TIF Loan / Repayment Transfers Out	76			3,136,856					3,136,856	2,869,361	2,497,705
Total ALL Transfers Out	77	2,568,841	2,554,502	3,136,856	0	276,418	0	7,182,931	15,719,548	9,212,301	8,100,901
Total Expenditures & Fund Transfers Out (lines 74+77)	78	14,034,743	6,794,989	6,519,924	6,407,557	48,006,928	0	19,605,293	101,369,434	98,903,959	49,786,073
Ending Fund Balance June 30	79	12,973,624	9,315,049	488,989	1,096,344	2,590,732	0	21,437,297	47,902,035	57,308,946	65,161,082

REVENUES DETAIL
City Name: GRIMES
Fiscal Year July 1, 2023 - June 30, 2024

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	8,743,462	1,048,139		3,383,509	0			13,175,110	12,293,453	11,207,159
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	8,743,462	1,048,139		3,383,509	0			13,175,110	12,293,453	11,207,159
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5			6,519,924					6,519,924	6,772,510	5,192,867
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	143,745	17,255		46,936	0			207,936	199,998	195,038
Utility francise tax (Iowa Code Chapter 364.2)	7								0	0	0
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10	0							0	0	0
Hotel/Motel Taxes	11	0	69,000						69,000	69,000	71,050
Other Local Option Taxes	12		2,445,504			0			2,445,504	2,709,705	3,291,546
Subtotal - Other City Taxes (lines 6 thru 12)	13	143,745	2,531,759		46,936	0			2,722,440	2,978,703	3,557,634
Licenses & Permits	14	503,300						0	503,300	616,500	766,410
Use of Money & Property	15	449,585	601		0	0		938,572	1,388,758	142,092	218,477
Intergovernmental:											
Federal Grants & Reimbursements	16	0				0		0	0	1,105,000	1,115,711
Road Use Taxes	17		2,008,656						2,008,656	1,946,835	2,029,200
Other State Grants & Reimbursements	18	263,895	35,571		94,592	875,000			1,269,058	328,533	406,295
Local Grants & Reimbursements	19	90,000							90,000	146,000	482,623
Subtotal - Intergovernmental (lines 16 thru 19)	20	353,895	2,044,227	0	94,592	875,000		0	3,367,714	3,526,368	4,033,829
Charges for Fees & Service:											
Water Utility	21							7,038,045	7,038,045	5,568,549	5,760,128
Sewer Utility	22							4,643,825	4,643,825	4,286,137	3,491,825
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25								0	0	0
Airport	26								0	0	0
Landfill/Garbage	27							788,884	788,884	721,376	565,783
Hospital	28								0	0	0
Transit	29								0	0	0
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32							825,549	825,549	779,750	767,979
Other Fees & Charges for Service	33	536,300	0					0	536,300	492,300	389,462
Subtotal - Charges for Service (lines 21 thru 33)	34	536,300	0		0	0	0	13,296,303	13,832,603	11,848,112	10,975,177
Special Assessments	35				0	0			0	5,000	221,846
Miscellaneous	36	227,500	102,752			0		202,374	532,626	281,284	545,377
Other Financing Sources:											
Regular Operating Transfers In	37	2,583,071	1,322,239		256,750	5,043,493		3,377,139	12,582,692	6,342,940	5,603,196
Internal TIF Loan Transfers In	38	493,385			2,643,471				3,136,856	2,869,361	2,497,705
Subtotal ALL Operating Transfers In	39	3,076,456	1,322,239	0	2,900,221	5,043,493	0	3,377,139	15,719,548	9,212,301	8,100,901
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				0	34,200,000		0	34,200,000	43,375,000	12,626,965
Proceeds of Capital Asset Sales	41	500				0			500	500	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42	3,076,956	1,322,239	0	2,900,221	39,243,493	0	3,377,139	49,920,048	52,587,801	20,727,866
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	14,034,743	7,049,717	6,519,924	6,425,258	40,118,493	0	17,814,388	91,962,523	91,051,823	57,446,642
Beginning Fund Balance July 1	44	12,973,624	9,060,321	488,989	1,078,643	10,479,167	0	23,228,202	57,308,946	65,161,082	57,500,513
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	27,008,367	16,110,038	7,008,913	7,503,901	50,597,660	0	41,042,590	149,271,469	156,212,905	114,947,155

ADOPTED BUDGET SUMMARY
City Name: GRIMES
Fiscal Year July 1, 2023 - June 30, 2024

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
Revenues & Other Financing Sources											
Taxes Levied on Property	1	8,743,462	1,048,139		3,383,509	0			13,175,110	12,293,453	11,207,159
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	8,743,462	1,048,139		3,383,509	0			13,175,110	12,293,453	11,207,159
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			6,519,924					6,519,924	6,772,510	5,192,867
Other City Taxes	6	143,745	2,531,759		46,936	0			2,722,440	2,978,703	3,557,634
Licenses & Permits	7	503,300	0					0	503,300	616,500	766,410
Use of Money and Property	8	449,585	601	0	0	0	0	938,572	1,388,758	142,092	218,477
Intergovernmental	9	353,895	2,044,227	0	94,592	875,000		0	3,367,714	3,526,368	4,033,829
Charges for Fees & Service	10	536,300	0		0	0	0	13,296,303	13,832,603	11,848,112	10,975,177
Special Assessments	11	0	0		0	0		0	0	5,000	221,846
Miscellaneous	12	227,500	102,752		0	0	0	202,374	532,626	281,284	545,377
Sub-Total Revenues	13	10,957,787	5,727,478	6,519,924	3,525,037	875,000	0	14,437,249	42,042,475	38,464,022	36,718,776
Other Financing Sources:											
Total Transfers In	14	3,076,456	1,322,239	0	2,900,221	5,043,493	0	3,377,139	15,719,548	9,212,301	8,100,901
Proceeds of Debt	15	0	0	0	0	34,200,000		0	34,200,000	43,375,000	12,626,965
Proceeds of Capital Asset Sales	16	500	0	0	0	0	0	0	500	500	0
Total Revenues and Other Sources	17	14,034,743	7,049,717	6,519,924	6,425,258	40,118,493	0	17,814,388	91,962,523	91,051,823	57,446,642
Expenditures & Other Financing Uses											
Public Safety	18	5,341,665	1,168,247	0			0		6,509,912	5,813,343	5,007,403
Public Works	19	1,185,367	2,167,941	0			0		3,353,308	3,548,856	2,683,139
Health and Social Services	20	8,000	0	0			0		8,000	8,000	4,391
Culture and Recreation	21	2,798,411	551,671	0			0		3,350,082	2,549,633	2,216,686
Community and Economic Development	22	228,000	46,000	3,383,068			0		3,657,068	4,170,806	3,250,085
General Government	23	1,904,459	306,628	0			0		2,211,087	1,724,029	1,993,444
Debt Service	24	0	0	0	6,407,557		0		6,407,557	5,762,007	4,862,823
Capital Projects	25	0	0	0		47,730,510	0		47,730,510	57,603,800	14,962,479
Total Government Activities Expenditures	26	11,465,902	4,240,487	3,383,068	6,407,557	47,730,510	0		73,227,524	81,180,474	34,980,450
Business Type Proprietray: Enterprise & ISF	27							12,422,362	12,422,362	8,511,184	6,704,722
Total Gov & Bus Type Expenditures	28	11,465,902	4,240,487	3,383,068	6,407,557	47,730,510	0	12,422,362	85,649,886	89,691,658	41,685,172
Total Transfers Out	29	2,568,841	2,554,502	3,136,856	0	276,418	0	7,182,931	15,719,548	9,212,301	8,100,901
Total ALL Expenditures/Fund Transfers Out	30	14,034,743	6,794,989	6,519,924	6,407,557	48,006,928	0	19,605,293	101,369,434	98,903,959	49,786,073
Excess Revenues & Other Sources Over	31										
(Under) Expenditures/Transfers Out	32	0	254,728	0	17,701	-7,888,435	0	-1,790,905	-9,406,911	-7,852,136	7,660,569
Beginning Fund Balance July 1	33	12,973,624	9,060,321	488,989	1,078,643	10,479,167	0	23,228,202	57,308,946	65,161,082	57,500,513
Ending Fund Balance June 30	34	12,973,624	9,315,049	488,989	1,096,344	2,590,732	0	21,437,297	47,902,035	57,308,946	65,161,082

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2015 Bond Issue	1	8,500,000	GO	06-0315	400,000	175,825	575,825	500		288,163	288,162
2016 Bond Issue	2	5,545,000	GO	05-0416	235,000	43,482	278,482	500		139,491	139,491
2017 GO Refunding (2009)	3	5,410,000	GO	04-0217	850,000	17,000	867,000	500		433,750	433,750
2018A GO Bond Issue	4	9,855,000	GO	06-0518	300,000	261,032	561,032	600		280,816	280,816
2019A GO Bond Issue	5	4,645,000	GO	06-0319	565,000	74,045	639,045	600		319,822	319,823
2020A GO Bond Issue	6	8,385,000	GO	06-1120	465,000	125,400	590,400	600		295,500	295,500
2020B GO Bond Refunding (2012)	7	3,890,000	GO	08-2420	300,000	62,160	362,160	600		181,380	181,380
2021A GO Bond Issue	8	8,585,000	GO	06-1121	475,000	256,100	731,100	600		365,850	365,850
2021B GO LOSST Bond Issue	9	3,755,000	GO	06-0921	150,000	106,150	256,150	600		256,750	0
2022A GO Bond Issue	10	6,975,000	GO	05-4022	390,000	291,900	681,900	600		341,250	341,250
SRF Drinking Water Loan D0276R 2013	11	2,147,019	NON-GO	05-0313	106,000	20,248	126,248	2,892		129,140	0
SRF Drinking Water Loan FS77-16-DWSRF-003	12	577,000	NON-GO	09-0216	26,000	6,808	32,808	972		33,780	0
SRF Jordan Well 2019 Loan	13	4,200,000	NON-GO	02-0419	190,000	60,778	250,778	8,682		259,460	0
SRF FS-77-18-DWSRF-016 (2) Tower	14	3,800,000	NON-GO	03-0919	166,000	58,118	224,118	8,302		232,420	0
SRF FS-77-18-DWSRF-016 (3) Water Main	15	1,559,000	NON-GO	05-0919	71,000	22,558	93,558	3,222		96,780	0
SRF FS-77-18-DWSRF-016 (4) Water Plant	16	21,990,000	NON-GO	12-0319	898,000	358,838	1,256,838	51,262		1,308,100	0
SRF Clean Water Loan C0777RT 2016	17	3,435,000	NON-GO	09-0116	163,000	41,738	204,738	5,962		210,700	0
SRF Clean Water Loan CS-1920975-01 2022	18	36,573,000	NON-GO	05-1722	200,000	599,567	799,567	85,652		885,219	0
2023A GO Bond Prelevy	19		GO			858,163	858,163	600		74,340	784,423
	20		-				0				0
	21		-				0				0
	22		-				0				0
	23		-				0				0
	24		-				0				0
	25		-				0				0
	26		-				0				0
	27		-				0				0
	28		-				0				0
	29		-				0				0
	30		-				0				0
TOTALS					5,950,000	3,439,910	9,389,910	173,246	0	6,132,711	3,430,445

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2024	Interest Due FY 2024	Total Obligation Due FY 2024	Bond Reg./ Paying Agent Fees Due FY 2024	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	4,130,000	2,271,257	6,401,257	6,300	0	2,977,112	3,430,445
NON GO - TOTAL	1,820,000	1,168,653	2,988,653	166,946	0	3,155,599	0
GRAND - TOTAL	5,950,000	3,439,910	9,389,910	173,246	0	6,132,711	3,430,445

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: GRIMES

The City Council will conduct a public hearing on the proposed Budget at: (entered upon publish) Meeting Date: (entered upon publish) Meeting Time: (entered upon publish)

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-budget-appeals.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per $1000 valuation on regular property 11.07553

The estimated tax levy rate per $1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 986-3036

City Clerk/Finance Officer's NAME
(entered upon publish)

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	13,175,110	12,293,453	11,207,159
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	13,175,110	12,293,453	11,207,159
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	6,519,924	6,772,510	5,192,867
Other City Taxes	6	2,722,440	2,978,703	3,557,634
Licenses & Permits	7	503,300	616,500	766,410
Use of Money and Property	8	1,388,758	142,092	218,477
Intergovernmental	9	3,367,714	3,526,368	4,033,829
Charges for Fees & Service	10	13,832,603	11,848,112	10,975,177
Special Assessments	11	0	5,000	221,846
Miscellaneous	12	532,626	281,284	545,377
Other Financing Sources	13	34,200,500	43,375,500	12,626,965
Transfers In	14	15,719,548	9,212,301	8,100,901
Total Revenues and Other Sources	15	91,962,523	91,051,823	57,446,642
Expenditures & Other Financing Uses				
Public Safety	16	6,509,912	5,813,343	5,007,403
Public Works	17	3,353,308	3,548,856	2,683,139
Health and Social Services	18	8,000	8,000	4,391
Culture and Recreation	19	3,350,082	2,549,633	2,216,686
Community and Economic Development	20	3,657,068	4,170,806	3,250,085
General Government	21	2,211,087	1,724,029	1,993,444
Debt Service	22	6,407,557	5,762,007	4,862,823
Capital Projects	23	47,730,510	57,603,800	14,962,479
Total Government Activities Expenditures	24	73,227,524	81,180,474	34,980,450
Business Type / Enterprises	25	12,422,362	8,511,184	6,704,722
Total ALL Expenditures	26	85,649,886	89,691,658	41,685,172
Transfers Out	27	15,719,548	9,212,301	8,100,901
Total ALL Expenditures/Transfers Out	28	101,369,434	98,903,959	49,786,073
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-9,406,911	-7,852,136	7,660,569
Beginning Fund Balance July 1	30	57,308,946	65,161,082	57,500,513
Ending Fund Balance June 30	31	47,902,035	57,308,946	65,161,082

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

CITY COUNCIL COMMUNICATION
Meeting Date: 3/14/2023

AGENDA ITEM: Iowa Highway 44 Trail Extension – Setting the dates for the bid letting and public hearing.

BACKGROUND: The action that is in front of the council is to set the bid letting and public hearing dates for the Iowa Highway 44 Trail Extension. The proposed schedule for this project is to set the dates for the bid letting and public hearing on March 14th, hold the bid opening on April 4th @ 10:30 AM, hold the public hearing on April 11th @ 5:30 PM and award the project following the public hearing.

The project will include the extension of trail along the north side of Iowa Highway 44 from the intersection of Brookside Drive to the parking lot of the Dallas Center-Grimes High School. It will also include connecting to the trail along the west side of SW County Line Road. Along with the trail improvements, new pedestrian push buttons and signals will be installed at the County Line Road intersection. This project is scheduled to start construction early May and reach substantial completion within 40 working days after issuance of the Notice to Proceed with an additional 10 working days for full completion following substantial completion. The project includes $1,000/calendar day liquidated damages for non-compliance with substantial completion provisions and $500/calendar day for non-compliance with full completion provisions.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately $568,975.00. This project is included in the Capital Improvements Plan for construction this year.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of April 4th @ 10:30 AM and public hearing date of April 11th @ 5:30 PM.

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

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

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

IOWA HIGHWAY 44 TRAIL EXTENSION PROJECT

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Iowa Highway 44 Trail Extension** project at its meeting at **5:30 P.M. on the 11th day of April, 2023,** in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the 4**th day of April 2023,** at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated **at 10:30 A.M. on the 4th day of April 2023,** in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 11th day of April 2023,** in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than May 1, 2023, and no later than May 15, 2023,** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April 2023.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Business" section by selecting "Project Bids" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, IA 50023, for a fee of Fifty Dollars ($50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-2020 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

IOWA HIGHWAY 44 TRAIL EXTENSION

The Iowa Highway 44 Trail Extension project includes extending a 10' wide recreational trail along the north side of Iowa Highway 44 from the northwest corner of NW Brookside Drive to the Dallas Center-Grimes High School.

The construction includes approximately 4,500 SY of 6" PCC trail pavement, 1,000 CY of class 10 excavation, clearing and grubbing, minor storm sewer improvements and adjustments, pavement markings, erosion control, and surface restoration. The project also has signal modifications that include APS pushbuttons and handhole relocations in the northeast, northwest, and southwest corners of the intersection at County Line Road for pedestrian crossings.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **forty (40**) working days. Substantial completion for the overall project shall be defined as all utility, grading, trail, and roadway paving construction completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars ($500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **14th day of March 2023.**

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **17th day of March 2023.**

Published in a newspaper with local circulation the **30th day of March, 2023**

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE IOWA HIGHWAY 44 TRAIL EXTENSION, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 03-0923

RESOLUTION ORDERING CONSTRUCTION OF THE IOWA HIGHWAY 44 TRAIL EXTENSION, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Iowa Highway 44 Trail Extension; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Iowa Highway 44 Trail Extension, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The Iowa Highway 44 Trail Extension project includes extending a 10’ wide recreational trail along the north side of Iowa Highway 44 from the northwest corner of NW Brookside Drive to the Dallas Center-Grimes High School.

The construction includes approximately 4,500 SY of 6” PCC trail pavement, 1,000 CY of class 10 excavation, clearing and grubbing, minor storm sewer improvements and adjustments, pavement markings, erosion control, and surface restoration. The project also has signal modifications that include APS pushbuttons and handhole relocations in the northeast, northwest, and southwest corners of the intersection at County Line Road for pedestrian crossings.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 4, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 11, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 11, 2023.

PASSED AND APPROVED this 14th day of March 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date: 3/14/23

AGENDA ITEM: SE Gateway Drive and E 1st Street – Snyder & Associates, Inc., Professional Services Agreement.

BACKGROUND: The City of Grimes has identified the need for engineering services to improve the intersection of E Gateway Drive and E 1st Street. The project will include the widening of the west and east side of SE Gateway Drive from SE 3rd Street to E 1st Street, the west side of NE Gateway Drive from E 1st Street to NE Heritage Drive, and the north side of E 1st Street from E Gateway Drive approximately 350' west of the intersection. It will also include new traffic signal infrastructure, pedestrian accommodations, and city fiber network connections to the proposed GrimesPlex facility. These improvements will provide added capacity and safety improvements to the intersection to support the future growth of the surrounding areas north and south of E 1st Street. This project will also address some of the E 1st Street westbound congestion by allowing vehicles in the north lanes to go through the intersection and have more space to merge into the existing single lane heading west.

The schedule for this project is to start design this year and aim for a fall 2023 bid letting. Construction is scheduled to start in late 2023 with the goal to have the improvements done by the summer of 2024.

Staff selected Snyder & Associates due to their expertise in transportation and traffic signal design and their familiarity with this intersection from their work on the Hope Commercial Area Traffic Impact Study. They have successfully completed similar projects for the City of Grimes and staff feels very comfortable working with them.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not to exceed amount of $165,400.00 based off hourly rates and fixed expenses. This project will be funded through items in the CIP over the next couple of years.

STRATEGIC PLANNING:
Prioritized: Yes
*High-Performing Organization/Exception Professional Services **_X_**

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

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

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.03-1023

WHEREAS, the City of Grimes (Grimes) desires to construct improvements to the E Gateway Drive and E 1st Street intersection; and,

WHEREAS, the engineering firm of Snyder & Associates, Inc. (Engineer), has substantial experience in transportation design, and is qualified to provide project administration, survey, design, lighting analysis, public project coordination and bid letting services;

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

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 14th day of March 2023, and approved by the Mayor on the 14th day of March, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

E GATEWAY DRIVE AND E 1ST STREET INTERSECTION IMPROVEMENTS

This Agreement is made and entered into this 14th day of March, 2023, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Snyder & Associates, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

      I. Basic Services of the Consultant

a.	Project Administration and Coordination	$ 10,900
b.	Topographic Survey and Base Drawings	$ 12,000
c.	Boundary Survey	$ 5,500
d.	Acquisition Plats	$ 6,400
e.	Roadway Design and Construction Plans	$ 72,000
f.	Traffic Signal Design and Construction Plans	$ 25,000
g.	Fiber Optic Communication Design and Plans	$ 14,000
h.	Lighting Analysis and Design	$ 2,500
i.	Project Information Meeting	$ 5,600
j.	Bid Phase Services	$ 5,000
k.	Utility Verification Test Holes	$ 6,500
	Sub Total	$ 165,400

II. Additional Services of the Consultant

a. Right-of-Way Acquisition	By Amendment
Sub Total	By Amendment

III. Construction Services of the Consultant – Added by Addendum

a. Construction Administration	By Amendment
b. Construction Staking	By Amendment
c. Construction Observation	By Amendment
d. Record Drawings	By Amendment
e. Monument Preservation	By Amendment
Sub Total	By Amendment
Total	$ 165,400

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self, or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

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

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

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

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

5. NOTICE

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

FOR THE CITY:	FOR THE CONSULTANT:
Name: City of Grimes	Name: Snyder & Associates, Inc.
Attn: Matt Ahrens, P.E.	Attn: Jordan Stoermer, P.E.
Title: City Engineer	Title: Civil Engineer
Address: 410 SE Main Street, #102	Address: 2727 SW Snyder Boulevard
City, State: Grimes, IA 50111	City, State: Ankeny, Iowa

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order, or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive, or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months

after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs, and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration, or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

BY: _____

Name: Mark A. Land, P.E., CFM

Title: Vice President

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

_____

Name: _____

Title: _____

ATTACHMENT 1 – SCOPE OF SERVICES

E GATEWAY DRIVE AND E 1ST STREET INTERSECTION IMPROVEMENTS

I. SCOPE OF WORK

A. GENERAL

The PROJECT includes capacity improvements for the E Gateway Drive and E 1st Street intersection. A summary of these improvements is described below and depicted in Attachment 4.

1. Widening the west and east side of E Gateway Drive from SE 3rd Street to E 1st Street to accommodate one southbound receiving lane, a northbound left turn lane that can be modified to a dual left turn lane in the future, northbound through lane, and north bound right turn lane that can be modified to a northbound through and right lane in the future.

2. Widening the west side of E Gateway Drive from E 1st Street to NE Heritage Drive to accommodate a southbound right turn lane, southbound through lane, southbound dual left turn lanes, and two northbound receiving lanes.

3. Lengthening the E 1st Street EB left turn lane by approximately 100'.

4. Widening the north side of E 1st Street from E Gateway Drive to approximately 350' west of the intersection before tapering back down to existing lanes.

5. New traffic signals and pedestrian accommodations at the intersection

B. BASIC ENGINEERING SERVICES

The Consultant shall provide Basic Engineering Services as follows:

1. PROJECT ADMINISTRATION AND COORDINATION

   a. Monthly progress reports.

   b. Monthly billing reports.

   c. Project coordination for engineering with the City, Iowa DOT, school, and franchise utilities, as needed.

d. Project coordination for two (2) project management team meetings between the Consultant and the City to review design, project schedule, cost opinions, preliminary and check plans bid sets.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

The Consultant shall provide topographic and utility survey for the proposed improvements. Approximate survey limits are shown on Attachment 4. This service includes:

a. Horizontal Datum will be provided using Iowa State Plane South.

b. Vertical Datum will be provided using NAVD 88.

c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.

d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25-foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops, and bottoms of retaining walls, etc.

e. Contours shall be shown at 1-foot intervals.

f. A field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.

g. The field survey will include features approximately 25’ beyond the existing right-of-way.

h. Location of trees four (4) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.

i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field

survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

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

The Consultant will contact the City if a known utility is not being located. The Consultant will perform Utility Verification test holes at select locations to assist in providing more accurate information in more sensitive construction areas as mentioned later in this agreement

j. The Consultant will measure elevations above ground level of overhead utility lines through the intersection where in potential conflict with new signal mast arms.

k. Prior to performing topographic survey outside of the public right-of-way, the Consultant shall provide a Notice of Intent letter to the City for review. The Consultant shall submit the letter to the property owners with properties located along the corridor. This letter will provide information on the project and what to expect and do for the upcoming survey. Additionally, the letter will request property owners to locate their irrigation heads/lines and invisible fences along the edges of their property to be staked.

3. BOUNDARY SURVEY

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

4. ACQUISITION AND EASEMENT PLATS

The Consultant will provide an Acquisition and/or Easement Plat in accordance with the Iowa Code. This service includes a certified drawing for each plat at a

suitable scale depicting the needs for the PROJECT along with legal descriptions. One original signed Plat will be provided to the City for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on an estimated unit price as shown in the agreement for each type of plat created and as required by the PROJECT. An estimated seven (7) plats are anticipated.

5. ROADWAY DESIGN AND CONSTRUCTION PLANS

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

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

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

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

a. Title sheet, general project notes, and typical sections and details (A & B Sheets).

b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).

c. Roadway plan and profile sheets with horizontal and vertical profiles, storm sewer plan and profile information, and construction limits (D & E-Sheets). Water main and sanitary sewer relocations are not anticipated at this time except for minor surface relocations/adjustments.

d. Removal sheets (F-Sheets).

e. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).

f. Existing and proposed Right-of-Way information (H-Sheets). It is understood the City will be performing the Right-of-Way acquisition services.

g. Staging and traffic control plans, details, and notes (J-Sheets).

h. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).

i. Traffic signal and fiber optic plans (N-Sheets) as detailed in Article I.B.7.

j. Lighting, pavement marking, and signing Sheets (P-Sheets). The Consultant will design and prepare a street lighting plan for E Gateway Drive. This information will be submitted to Mid-American Energy, which will prepare and submit a proposal to the City for the street lighting installation.

k. Erosion control and final surfacing plan (R-Sheets).

l. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).

m. Earthwork tabulation sheets (T-Sheets).

n. Mainline and side road cross-sections (W & X Sheets).

6. TRAFFIC SIGNAL DESIGN AND PLANS

The Consultant will design traffic signal modifications for the E 1st Street & E Gateway Drive intersection. Modifications will include new and relocated signal poles and pedestrian accommodations are anticipated at all four quadrants of the intersection. The Consultant will prepare an application for traffic control device permit as required by the Iowa DOT for the signal modifications.

7. FIBER OPTIC COMMUNICATION DESIGN AND PLANS

The Consultant will design fiber optic communication to connect the existing fiber optic cable along E 1st Street and NE Beaverbrooke Blvd to the Grimesplex. A separate bid package will be prepared for the Grimesplex connection from NE Beaverbrooke Blvd & NE Heritage Drive with internal fiber optic cable connection to the buildings within the Grimesplex. The fiber optic connection to the E 1st St & E Gateway Drive will be included in the bid package for the intersection improvements.

8. LIGHTING ANALYSIS AND DESIGN

The Consultant will design and prepare a street lighting plan along E Gateway Drive intersection within the limits of the PROJECT. The Consultant will perform

any photometric analysis required for the proposed lighting layout. The Consultant will prepare the necessary documentation and coordinate with MidAmerican Energy for pricing and relocation after approval from the City.

9. PROJECT INFORMATION MEETINGS

Following completion of the preliminary design, the Consultant and City will present the design to the property owners and tenants within the project limits at a Project Information Meeting. The Consultant shall be responsible for preparing an aerial display strip map for the meeting that will depict the project details, attending the meetings, and responding to property owner questions. The City will be responsible for notifying the owners and tenants along the PROJECT corridor.

10. BID PHASE SERVICES

The Consultant shall perform the following services:

a. Bidding Documents. The PROJECT will be let by the City, and the Consultant shall supply the necessary Contract Documents for this process. The Consultant shall distribute the Contract Documents to potential bidders via upload to QuestCDN and paper copies when requested.

b. Advertising. The Consultant shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the City during this phase of services.

a. Bidding. The Consultant shall attend the meetings at which bids are opened, tabulate the bids, and provide a recommendation to the City regarding award of the construction contract to the lowest qualified bidder.

11. UTILITY VERIFICATION TEST HOLES

The Consultant shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated eight (8) utility test holes. Test holes shall be performed prior to check plan submittals.

C. CONSTRUCTION SERVICES

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

ATTACHMENT 2 – SCHEDULE

E GATEWAY DRIVE AND E 1ST STREET INTERSECTION IMPROVEMENTS

I. WORK SCHEDULE

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

Notice to Proceed	March 14, 2023
Complete Topo and Boundary Survey	March 24, 2023
Submit Preliminary Plans	April 25, 2023
Project Management Team Meeting #1	May 3, 2023
Public Information Meeting	May 17, 2023
Submit Check Plans	June 6, 2023
Project Management Team Meeting #2	June 13, 2023
Submit Final Plans	July 18, 2023
Council Set Dates	July 18, 2023
Bid Letting	August 15, 2023
Council Award Project	August 22, 2023
Construction	September 2023 – July 2024

ATTACHMENT 3 – SCHEDULE OF FEES

SNYDER & ASSOCIATES

2023 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	$245.00/hour
Principal I	$230.00/hour
Senior	$210.00/hour
VIII	$192.00/hour
VII	$182.00/hour
VI	$173.00/hour
V	$161.00/hour
IV	$149.00/hour
III	$137.00/hour
II	$123.00/hour
I	$109.00/hour
TECHNICAL	
CADD, Survey, Construction Observation	
Lead	$146.00/hour
Senior	$140.00/hour
VIII	$130.00/hour
VII	$120.00/hour
VI	$108.00/hour
V	$98.00/hour
IV	$88.00/hour
III	$80.00/hour
II	$73.00/hour
I	$64.00/hour
ADMINISTRATIVE	
II	$75.00/hour
I	$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced

REIMBURSABLE EXPENSES

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

3/6/2023
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NE GATEWAY DRIVE & E 1ST STREET INTERSECTION

CITY COUNCIL COMMUNICATION
Meeting Date: 03/14/23

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: These positions are not new positions, but rather reclassified positions to recognize the transfer of sports facilities maintenance functions from the Public Works department over to the Parks and Recreation department. The resolution authorizes the need for Parks Seasonal Maintenance Workers to perform maintenance of the GrimesPlex, North Complex and South Complex.

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

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):

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

CITY OF GRIMES

RESOLUTION 03-1223 APPROVING PERSONNEL TRANSACTIONS

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

WHEREAS, the Parks and Recreation Director has determined, in consultation with the Human Resources Director, that the Department needs Seasonal Maintenance Workers to oversee the maintenance on the GrimesPlex, North Complex, and South Complex;

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

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

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 14th day of March, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

City of Grimes Job Description

A. Position Title	Location
Seasonal Parks Maintenance Worker	GrimesPlex, North Complex, South Complex

B. Job Specifications

☐**Regular, Full-Time**	☒**Part-Time (16 – 30 Hours per week)**	☒**Seasonal, From**: April 1, 2023
Department:	Parks and Recreation	**To**: October 1, 2023
Reports to:	Sports Facilities Operations Manager	**Bargaining Unit**: n/a
Post Offer Testing:	Click here to enter text.	**FLSA**: Non-Exempt
Civil Service:	N/A	**Hourly/Monthly Pay: $16.00 per hour**

C. Job Description Summary

Under the general supervision of the Sport Facilities Operations Specialist, operates a variety of light and medium duty equipment for the maintenance and mowing activities related to athletic fields at the GrimesPlex, North Complex and South Complex. The principal duties of this class are performed at the GrimesPlex, North Complex and South Complex. Willing to work weekends and/or holidays when needed.

D. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.
Helps maintains baseball/softball fields, soccer fields, common area, parking lots and other structures to sustain the sports facilities infrastructure.
Operates various vehicles and equipment such as: mowers, field groomer, and hand tools.
Helps conduct turf grass maintenance including soil prep and seeding.
Performs trash pickup, restroom cleaning, mowing and other facility and site maintenance tasks as assigned.
Assures that the City's missions, goals and objectives are fully initiated and supported.
Performs other facility and site maintenance tasks as assigned.
Drives truck, mower, or utility vehicle as needed.
Applies soil amendments.

E. Periodic Job Duties/Responsibilities

Attends safety meetings and seminars as required and promotes workplace safety. Follows all City and department safety policies and procedures. May work independently with minimal supervision.

F. Qualifications

Education/Experience:	Some High School Education

Skills:	Ability to follow written and oral instructions. Ability to drive a pick-up truck and field groomer and mower
Knowledge	General knowledge of tools and equipment.
Licenses/Certifications:	Valid Iowa driver's license
Other:	Must be 18 years old.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Medium work, exerting up to 50lbs of force no more than at one time, up to 25lbs of force frequently to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb or balance, stoop, kneel, crouch or crawl, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Exposure to extreme temperatures, wet/humid conditions, dust, fumes, noise, vibration, mechanical hazards.

H. Disclaimer

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

I. Pre-Employment Screening

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

J. Review

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

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 03/14/23

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 the previously approved budget FY23.

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Staff recommends 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. 03-1323 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, Garrett Bertholf was hired as full-time Utility Locator in the Public Works department at the hourly rate of $26.83.

Section 2. Pursuant to duly authorized job description and approved salary range by the City Council, Carol Thornburg was hired as full-time Staff Accountant in the Finance department at a salary of $71,586.81.

Section 3. Pursuant to duly authorized job description and approved salary range by the City Council, Conner Kenyon was hired as full-time Sports Facilities Maintenance Worker in the Parks and Recreation department at the hourly rate of $23.34.

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 14th day of March 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 03/14/2023

AGENDA ITEM: Resolution Authorizing Entering a 28E Agreement between City of Grimes and City of Johnston

BACKGROUND: The city of Grimes has designed and will oversee a joint project with the City of Johnston to resurface NE Edgewood Drive (also known as NW107th St.). The project area is from the roundabout located at East 1st St. and NE Edgewood Drive north to NW 78th Ave. This project will take place in the spring and should be completed by early summer. The City of Grimes and the City of Johnston have negotiated a 28E Agreement for this project that is agreeable to both municipalities, which is attached for your consideration.

Items of note for this project:

Funds for this project were approved as part of the FY2023 budget.
This project was designed and will be administered by City of Grimes staff.
The estimated project cost is $899,776.00 to be shared equally.

BUDGETARY CONSIDERATIONS: The estimated cost for Grimes is $449,888.00

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

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

BOARD/COMMISSION ACTION(S): None

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley

Prepared by:___KLH_____
Return to:_____KLH_____

GRIMES RESOLUTION NO. 03-1423

RESOLUTION AUTHORIZING ENTERING A 28E AGREEMENT BETWEEN CITY OF GRIMES AND CITY OF JOHNSTON.

WHEREAS, the City of Grimes (Grimes) has completed construction plans and specifications, and

WHEREAS, the Grimes and the City of Johnston (Johnston) has agreed to the plans and specifications; and

WHEREAS, Grimes has agreed to take the lead on the project, and both Cities negotiated a 28E agreement attached as Intergovernmental Agreement between the City of Grimes and the City of Johnston for the NW 107th Street HMA Overlay Project;

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

1. That the City of Grimes enter into the attached 28E Agreement with the City of Johnston, and,

2. That the Mayor and City Clerk are authorized to execute the attached 28E Agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 14th day of March, 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

Preparer
Information: City of Grimes, 101 NE Harvey Grimes, Iowa 50111 Phone (515) 986-9636

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRIMES AND THE CITY OF JOHNSTON FOR THE NW 107TH STREET HMA OVERLAY PROJECT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this 14th day of March 2023, by and between the CITY OF GRIMES, IOWA, a municipal corporation ("Grimes") and the CITY OF JOHNSTON, IOWA, a municipal corporation ("Johnston") (Grimes and Johnston are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, Grimes and Johnston deem it beneficial to jointly undertake a public improvement project involving the resurfacing of the NW 107th Street and the roads leading into the project; and

WHEREAS, under Chapter 28E of the Code of Iowa, Grimes, as a public agency, may enter into an Agreement with Johnston, another public agency, to provide services to the mutual advantage of the agencies.

NOW, THEREFORE, the parties hereto agree as follows:

1. Description of Project and Definition of Project Cost. The project that is the subject of this Agreement is a public improvement project involving the resurfacing a of certain roadway in Johnston and Grimes, including the reconstruction of NW 107th Street, as generally depicted in Exhibit A, attached hereto and incorporated herein by this reference, (collectively, the "Project"). The "Total Project Cost" shall include, but not be limited to, (a) project management and contract administration services, and (b) actual construction costs of the Project. The parties agree that the preliminary Total Project Cost estimate for the Project is $899,776.00, as set forth in Exhibit B attached hereto and incorporated herein by this reference.

2. Lead Agency/Project Approval. Grimes will serve as the lead agency for the Project and will enter into the construction contract for the Project. The Cities agree, however, that each City must approve the construction drawings for the Improvements located within that City's corporate boundaries before the bid documents may be prepared. The Cities also agree that Grimes will not enter into the Construction Contract until the bids for the Improvements Contract have been considered and a bid accepted by the Grimes City Council and the Johnston City Council. The Cities also agree that the Construction Contracts will contain liability insurance and indemnity provisions that protect both Cities with language requiring that the Cities be added as additional insureds to the contractors' liability insurance and be indemnified by the contractors for liability due to the actions of the contractors or contractors' employees or assigns. As part of its general construction administration, the Grimes will be responsible for approval of change order requests below $10,000 that apply generally to project costs and will promptly report any of these approved

change orders to Johnston. If a proposed change order is in excess of $10,000, or is solely or primarily to be applied to Johnston's share of the project costs, the Johnston City Council must jointly approve the change order.

3. Allocation of Funding between Cities.

a. The Cities acknowledge and agree that the actual project construction costs will be divided 50% per City. Once the project construction has commenced, Grimes will bill Johnston monthly for its proportional share of the project costs that have been paid to date, and Johnston will pay Grimes within thirty days of receipt of the bill from Grimes. The Grimes bill will include an itemization of the contractors or suppliers that have been paid by Grimes so that Johnston can maintain a record of project costs.

b. If the project receives funding from any other governmental source, including the United States Government, the Iowa State Government, or the Des Moines Area Metropolitan Planning Organization (MPO), the funding shall be applied generally to reduce the actual project construction costs, and each of the Cities will receive the cost reduction benefit from the external funding proportionally in the same percentage as the project cost allocation percentages contained in Exhibit B.

4. Acquisition of Right-of-Way and Easements. Each City acknowledges and agrees that it is responsible, at its own cost, to obtain any required right-of-way or easements within the project boundaries.

5. Utilities and Street Lights. Each City acknowledges and agrees that it is responsible, at its own cost, to coordinate with private utilities with regard to any relocation of their utility lines. Street lighting will not be installed as part of this project.

6. Termination. Prior to the award of the Contract, either City may terminate this Agreement by providing the other City with written notice not less than thirty (30) days prior to the effective date of the termination.

7. Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

To Grimes:
City Administrator
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

To Johnston:
City Administrator
City of Johnston 6221
Merle Hay Road PO
Box 410

Johnston, IA 50131

or to such other address or person as hereafter shall be designated in writing by the applicable party.

8. Miscellaneous. a. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

b. The parties agree that a separate 28E Agreement to permit cooperation between the two Cities with regard administration and costs associated with maintenance activities would be beneficial to both Cities, and will endeavor to negotiate such an agreement to take effect upon completion of the street construction defined by this Agreement.

8. Filing/Recording of Agreement. After execution by the parties, this Agreement shall be filed by Grimes with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8.

9. Separate Legal Entity. This Agreement is not intended to establish a separate legal entity.

10. Administrators. The Grimes Public Works Director and the Johnston Public Works Director shall be the designated administrators of this Agreement.

12.Duration. This Agreement will go into effect upon passage by the Grimes City Council and the Johnston City Council and filing and recording as provided in paragraph 9 of this Agreement. This Agreement shall remain in effect until the earliest to occur of the following: (a) it is terminated by the written agreement of the Cities, (b) it is terminated in accordance with paragraph 6 of this Agreement, or (c) the improvements associated with the Project are accepted by the Cities, and Johnston has paid to Grimes the actual Total Project Costs as outlined in this Agreement.

CITY OF GRIMES

By:_____
Mayor, Scott Mikkelsen

(SEAL)

ATTEST:

_____
Rochelle Williams, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of_____ 2023, before me, _____ , a Notary Public in and for the State of Iowa, personally appeared Mayor Scott Mikkelsen and Rochelle Williams, to me personally known, and , who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No._____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____of the City Council on the _____day of _____, 2023, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the
State of Iowa

CITY OF JOHNSTON

By: _____
Paula Dierenfeld, Mayor

(SEAL)
ATTEST:

Cyndee Rhames, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this day of 2023, before me, , a Notary Public in and for the State of Iowa, personally appeared Mayor, Paula Dierenfeld and Cyndee Rhames, to me personally known, and , who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Johnston, 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 Ordinance No. passed (the Resolution adopted) by the City Council, under Roll Call No. of the City Council on the day of , 2023, and that Paula Dierenfeld and Cyndee Rhames acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

Exhibit A: Proposed Improvements Summary (Map)

NOTES:

MILL AND OVERLAY OPERATIONS WILL BE FROM 150 FT. SOUTH OF NE TELKAY LANE TO NW 78TH AVE

CITY OF GRIMES
DEVELOPMENT SERVICES
DIVISION OF ENGINEERING
Grimes Community Center 410 SE Main Street #102 (515) 986-4050

PROJECT MAP
NW 107TH ST HMA OVERLAY PROJECT

SHEET 1

X:\ENGINEERING SERVICES\CIP PROJECTS\2023 PROJECTS\2023--NW 107TH ST ASPHALT OVERLAY IMPROVEMENTS\2 -- DESIGN INFO\DESIGN FILES\NW107TH_A.1.DWG

Exhibit B:Estimated Total Project Cost (Table)

ENGINEER'S ESTIMATE

NW 107TH ST. HMA OVERLAY PROJECT

CITY OF GRIMES

February 20, 2023

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	HMA OVERLAY, 3 INCH, STANDARD TRAFFIC (ST) SURFACE, 1/2 INCH, PG 58-28S	TON	2910	$120.00	$349,200.00
2	GRANULAR SHOULDER (IDOT "GRANULAR SHOULDERS", TYPE B 2121-7425020)	TON	292	$30.00	$8,760.00
3	FULL DEPTH PATCHES, M-4 MIX, 7" MINIMUM	SY	1305	$160.00	$208,800.00
4	MILLING, 1" DEPTH	SY	13380	$4.00	$53,520.00
5	PAINTED PAVEMENT MARKINGS, DURABLE	STA	144.24	$250.00	$36,060.00
6	GROOVES CUT FOR PAVEMENT MARKINGS	STA	144.24	$150.00	$21,636.00
7	TEMPORARY TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00
8	FLAGGERS (IDOT 2528-8445113)	EA	60	$560.00	$33,600.00
9	PILOT CARS (IDOT 2528-8445115)	EA	18	$800.00	$14,400.00
10	PORTABLE DYNAMIC MESSAGE SIGN (PDMS) (IDOT 2528-9290050)	CDAY	7	$1,000.00	$7,000.00
11	MOBILIZATION	LS	1	$75,000.00	$75,000.00

Subtotal Construction:		$817,976.00
Construction Contingencies 10%:	$	81,800.00
OPINION OF PROBABLE CONSTRUCTION COST:		**$899,776.00**

CITY COUNCIL COMMUNICATION
Meeting Date: March 14, 2023

AGENDA ITEM: Resolution Approving Real Estate Purchase Agreement – 100th Street Construction – M-Keds, LTD

BACKGROUND: As you are aware, the City of Grimes partnered with the City of Johnston on an application for funding to the MPO in 2018. This funding application was for the reconstruction of 100th Street, from the intersection of 100th Street and SE 37th Street, north to the corporate boundary of Grimes and Johnston. The MPO awarded the project funds totaling $750,000. Total anticipated cost for the project is $10,000,000, of which the City of Grimes share in 19% of the cost. Funds for the project are included in this years CIP.

Since that time, the City of Johnston has been working on plans for the reconstruction, and has held a number of neighborhood meetings. The project only impacts one property owner in Grimes. Staff worked with the owner to acquire the necessary right of way, and easements for the project.

The owner has agreed to dedicate the right-of-way and easements to the City at no cost.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: 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): N/A

STAFF RECOMMENDATION: Approval of the resolution.

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. 03-1523

RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT – 100TH STREET RECONSTRUCTION – M-KEDS, LTD

WHEREAS, the City of Grimes has partnered with the City of Johnston on the reconstruction of 100th Street (the "Project") and has determined that certain rights of way and easements are necessary to construct the Project; and

WHEREAS, the City of Grimes has extended a Real Estate Purchase Agreement (the "Offer"), provided as Exhibit A, to the property owner (the "Owner"); and

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

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

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

PASSED AND APPROVED this 14th day of March 2023.

By:_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is dated as of date last set forth below, by and between M-KEDS, LTD. ("Seller"), and the City of Grimes, Iowa ("Buyer"). Buyer hereby offers to buy and the Seller by acceptance agrees to sell the real property situated in Polk County Iowa, legally described on the **Acquisition Plat**, attached hereto, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be $1.00 to be paid at Closing. The City shall cover any additional costs incurred due to this contract such as abstracting, recording, tax stamps and similar.

2. REAL ESTATE TAXES. Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Seller shall also pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2023) due and payable in the subsequent fiscal year (commencing July 1, 2023). The parties acknowledge that the City has an obligation to assist the County in the collection of real estate taxes, and that a proration calculation may be completed by the County Treasurer's office prior to closing. Notwithstanding any other term of this Agreement, Seller agrees to pay at Closing their prorated share of real estate taxes and any other amounts identified as owing and attributable to the period of Seller's possession by the County in which the property is located.

3. SPECIAL ASSESSMENTS. Seller shall pay in full all special assessments which are a lien on the Property as of the date of closing. All charges for solid waste removal and maintenance that are attributable to Seller' possession, including those for which assessments arise after closing, shall be paid by Seller.

4. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance.

5. POSSESSION AND CLOSING. If Buyer timely perform all obligations, possession of the Property shall be delivered to Buyer at Closing, and any adjustments of taxes, interest and all charges attributable to the Seller's possession shall be made as of the date of Closing. Closing shall occur on April 15, 2023, or such other date as mutually agreed upon by the parties. This transaction shall be considered closed upon delivery of the Seller's closing documents and receipt of all funds then due at closing from Buyer under the Agreement.

6. TENANTS. Seller hereby warrants and represents that there are no tenants or third parties in possession of the Property, except: MIKE CHRISTANSON 515-202-5038 AND AZTEC ENGINEERING 515-240-4846.

7. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted. Buyer acknowledges that they have made a satisfactory inspection of the Property, and are purchasing the same in their existing condition.

8. ABSTRACT AND TITLE. Closing is subject to approval of title by Buyer, in Buyer's sole discretion. Seller shall deliver to Buyer an abstract of title to the Property, which Buyer shall have continued through the date of acceptance of this Agreement, at Buyer's sole expense, and delivered to Buyer's attorney for examination. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect title. The abstract shall remain the property of Seller when the purchase price is paid in full. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. Seller understands that if Seller is unable to remedy any title defects that Buyer may take subsequent action to acquire the Property by eminent domain.

9. SEPTIC AND ENVIRONMENTAL MATTERS. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes, or underground storage tanks located on the Property, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants to the best of its knowledge and belief that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall immediately notify and deliver to

Buyer a copy of any such notice or communication received by Seller on or before Closing. There are no claims, actions or legal proceedings pending, and to the best of Seller's knowledge no threat thereof nor any basis therefor, with respect to Seller or the Property, which would adversely affect the Property or Seller's ability to perform this Agreement. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, Buyer's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to Buyer. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Buyer. In the event that the soil is determined by the Buyer's engineer to not suitable for construction of buildings or other permanent improvements on the land, the Buyer, at its option, may withdraw from this agreement at no cost to the Buyer. The Deed provided by Seller at Closing shall include appropriate language confirming that there are no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.

10. DEED. Upon payment of the purchase price, Seller shall convey the Property to Buyer by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyer.

12. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. REMEDIES OF THE PARTIES. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of Buyer' default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver. If Seller fails to timely perform this Agreement, Buyer have the right to have all payments made returned to them. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

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

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

16. GENERAL PROVISIONS.

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

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

C. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

the context.

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

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

18. ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same written instrument. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

19. ADDITIONAL PROVISIONS.

A. Pursuant to Iowa Code Section 6B.52, Buyer hereby gives notice to Seller that Seller has a right to renegotiate construction or maintenance damages which are not apparent as of the date of this Agreement.

B. Buyer agrees that any drain tile located within the Property which may be damaged by Buyer's construction activities shall be repaired at no cost to Seller.

C. Buyer agrees to install five (5) portland cement concrete driveway approaches, within the right of way, leading from the newly reconstructed roadway, three feet past the property line. The width of the portland cement concrete driveway approaches shall be no less than sixteen (16) feet in width at the property line, and have typical five (5) foot flares to the curb edge. The driveway approach leading to the storage building within the Property shall be a minimum twenty-four (24) feet in width.

D. Buyer agrees to install a curb drop, approximately sixteen (16) feet in width, near the north-east corner of the property. The curb drop will include a minimum two (2) foot apron to prevent sediment from entering the roadway and gutter section.

E. Buyer agrees to provide notes within the approved construction drawings, indicating that no excavation within ten (10) feet of the cell tower piers will be permitted.

F. Buyer agrees to install ½ inch steel rod capped corner markers on new property corners.

G. Buyer agrees to relocate existing gate posts, 5 feet west of new right of way line.

SELLER:

M-Keds LTD.

By: Eldon L Schlenker

Name, Title: ELDON L. SCHLENKER, PRES

Address:

BOX 500
GRIMES, IA 50111-0500

Date Signed: 3-8-23

BUYER:

City of Grimes, Iowa

By: _____

Name, Title: Scott Mikkelsen, Mayor

Address: 101 NE Harvey Street
Grimes, Iowa 50111

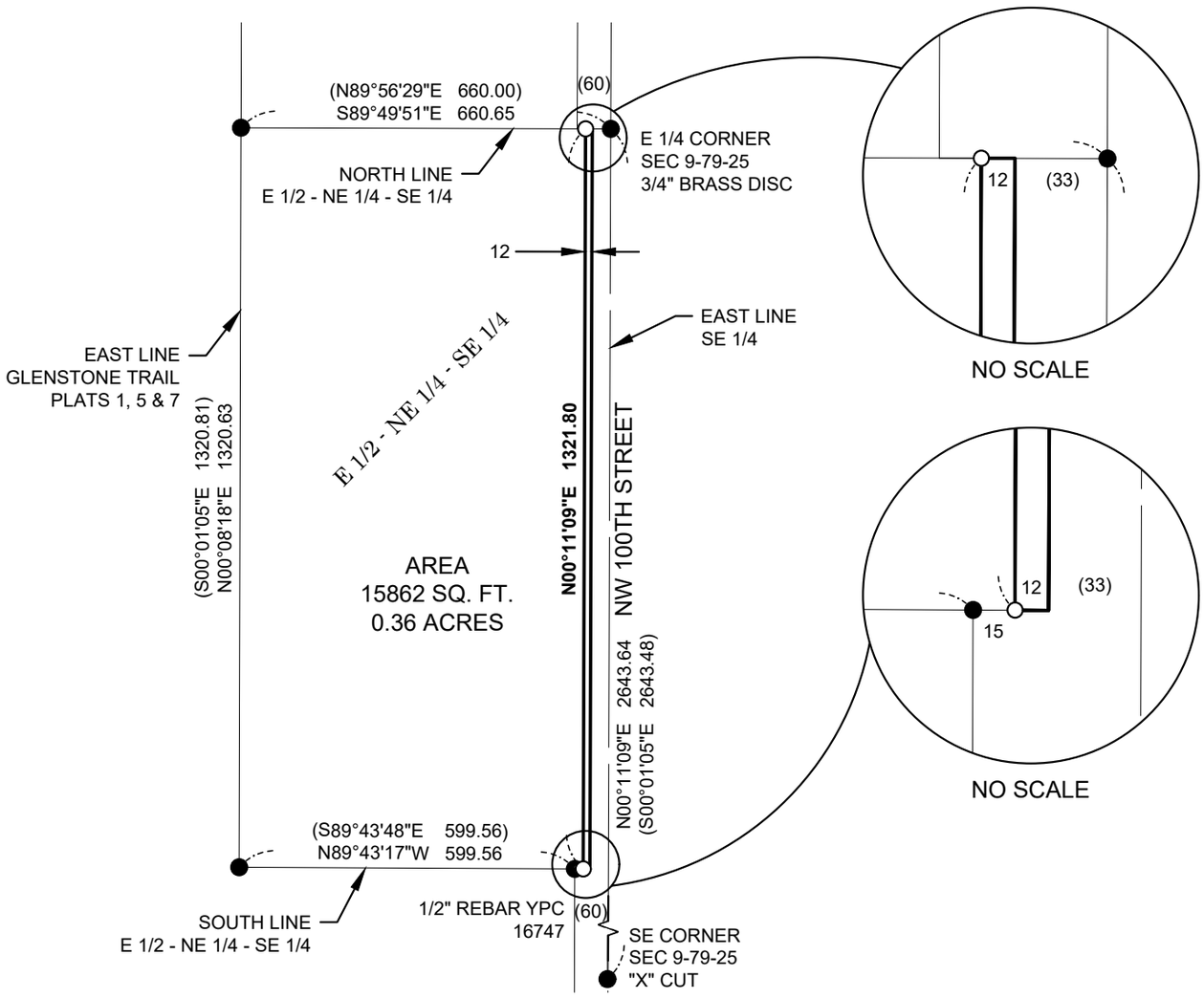
Date Signed: _____

INDEX LEGEND

City:	Grimes
County:	Polk
Parcel ID:	311/00013-047-510
Description:	E 1/2 of NE 1/4 of SE 1/4 of Section 9, T79N, R25W
Requestor:	The City of Grimes
Proprietor:	M-KEDS, LTD
Surveyor:	Daryl Eiffler
Return to:	5414 NW 88th Street, Suite 140 Johnston, IA 50131 | 515.608.6000

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF GRIMES
NW 100TH STREET RECONSTRUCTION -- NW 54TH AVE TO NW 62ND AVE
PROJECT NO. STBG-SWAP-3827()--SG-77



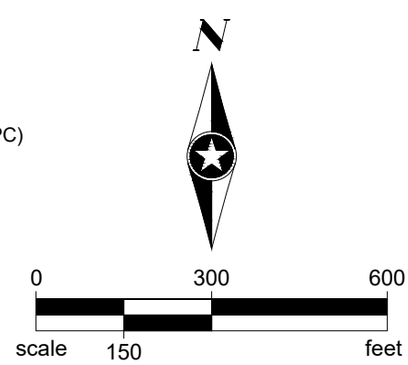
DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN AS (00) IS RECORD INFORMATION.

● FOUND 1/2" REBAR WITH A YPC STAMPED "5301", UNLESS NOTED.

○ SET 1/2" REBAR WITH A YELLOW PLASTIC CAP (YPC) STAMPED "PLS 13804".

FOR ADDITIONAL INFORMATION SEE PLATS 11134/440, 11467/726, 12527/345, 13314/630, 19077/728, & 19078/589.



DESCRIPTION:

The West 12.00 feet of the East 45.00 feet of the East half of the Northeast quarter of the Southeast quarter of Section 9, Township 79 North, Range 25, West of the 5th PM, containing 15,862 square feet (0.36 acres), more or less, subject to any and all easements and restrictions of record.

SEH

PROJECT NUMBER	164156
DATE SURVEYED	7/13/2022
SURVEYED BY	L.STUBBLEFIELD
CLIENT ALPHA	JHSTC

LICENSED PROFESSIONAL LAND SURVEYOR
DARYL EIFFLER 13804
IOWA

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

FOR SEH

DARYL EIFFLER, PLS DATE
LICENSE NUMBER 13804

MY LICENSE RENEWAL DATE IS 12/31/2022
SHEETS COVERED BY THIS SEAL: 1

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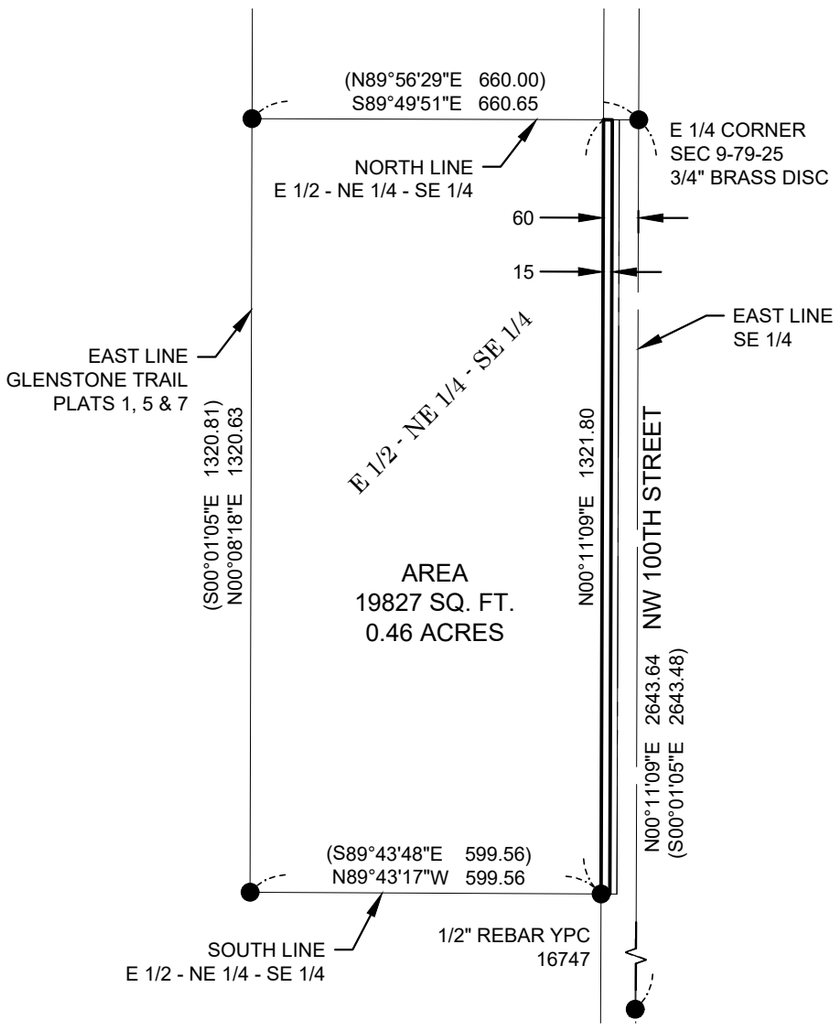
INDEX LEGEND

City:	Grimes
County:	Polk
Parcel ID:	311/00013-047-510
Description:	E 1/2 of NE 1/4 of SE 1/4 of Section 9, T79N, R25W
Requestor:	The City of Grimes
Proprietor:	M-KEDS, LTD
Surveyor:	Daryl Eiffler
Return to:	5414 NW 88th Street, Suite 140 Johnston, IA 50131 | 515.608.6000

TEMPORARY EASEMENT

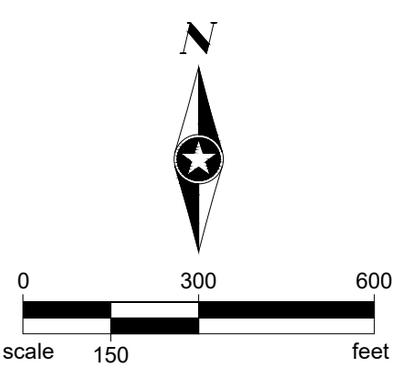
TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
NW 100TH STREET RECONSTRUCTION -- NW 54TH AVE TO NW 62ND AVE
PROJECT NO. STBG-SWAP-3827()--SG-77



DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN AS (00) IS RECORD INFORMATION.

● FOUND 1/2" REBAR WITH A YELLOW PLASTIC CAP (YPC) STAMPED "5301", UNLESS NOTED.



DESCRIPTION:

The West 15 feet of the East 60 feet of the East half of the Northeast quarter of the Southeast quarter of Section 9, Township 79 North, Range 25, West of the 5th PM, containing 19,827 square feet (0.46 acres), more or less, subject to any and all easements and restrictions of record.

SEH

PROJECT NUMBER	164156
DATE SURVEYED	7/13/2022
SURVEYED BY	L.STUBBLEFIELD
CLIENT ALPHA	JHSTC

LICENSED PROFESSIONAL LAND SURVEYOR
DARYL EIFFLER 13804
IOWA

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

FOR SEH

DARYL EIFFLER, PLS DATE
LICENSE NUMBER 13804

MY LICENSE RENEWAL DATE IS 12/31/2022
SHEETS COVERED BY THIS SEAL: 1

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TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner, M-KEDS LTD (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the 100th Street Reconstruction Project (the "Project").

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

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate transition of property.

2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). All disturbed areas shall be restored with a seed mixture that contains a minimum 50% blue grass seed. The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.

4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

5. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives

harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the completion and final acceptance of the Project by the City by Resolution of the City Council of the City.

7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants 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 8th day of March, 2023

GRANTOR:

Eldon L Schlenker
By: Eldon L Schlenker, President

By: Wesley E Schlenker, Director

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 8th day of March, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eldon L Schlenker and Wesley E Schlenker, 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 POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2023.

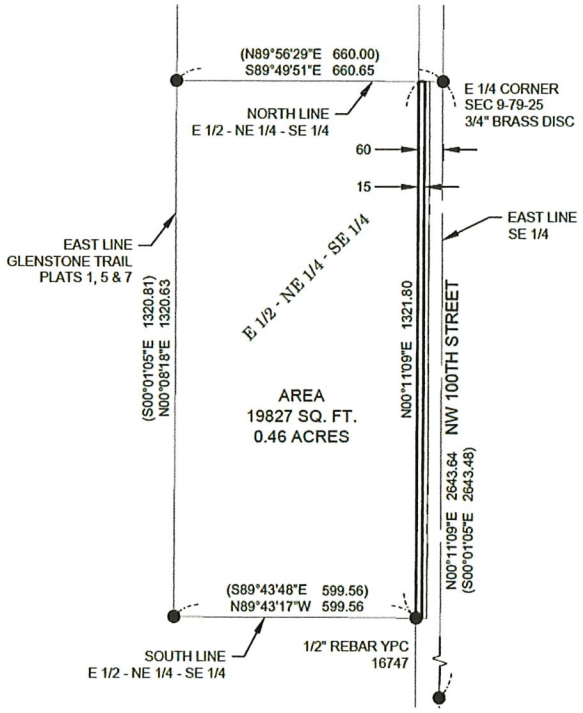
_____
Rochelle Williams
City Clerk of City of Grimes, Iowa

Exhibit A

INDEX LEGEND	
City:	Grimes
County:	Polk
Parcel ID:	311/00013-047-510
Description:	E 1/2 of NE 1/4 of SE 1/4 of Section 9, T79N, R25W
Requestor:	The City of Grimes
Proprietor:	M-KEDS, LTD
Surveyor:	Daryl Eiffler
Return to:	5414 NW 88th Street, Suite 140 Johnston, IA 50131 | 515.608.6000

TEMPORARY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
NW 100TH STREET RECONSTRUCTION -- NW 54TH AVE TO NW 62ND AVE
PROJECT NO. STBG-SWAP-3827()--SG-77



DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN AS (00) IS RECORD INFORMATION.

● FOUND 1/2" REBAR WITH A YELLOW PLASTIC CAP (YPC) STAMPED "5301", UNLESS NOTED.

N

0 300 600
scale 150 feet

DESCRIPTION:

The West 15 feet of the East 60 feet of the East half of the Northeast quarter of the Southeast quarter of Section 9, Township 79 North, Range 25, West of the 5th PM, containing 19,827 square feet (0.46 acres), more or less, subject to any and all easements and restrictions of record.

SEH

PROJECT NUMBER 164156
DATE SURVEYED 7/13/2022
SURVEYED BY L STUBBLEFIELD
CLIENT ALPHA JHSTC

LICENSED PROFESSIONAL LAND SURVEYOR
DARYL EIFFLER 13804
IOWA

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

FOR SEH

DARYL EIFFLER, PLS DATE
LICENSE NUMBER 13804

MY LICENSE RENEWAL DATE IS 12/31/2022
SHEETS COVERED BY THIS SEAL: 1

X:\PJ\JHSTC\164156\5-final-dsgn\1-drawings\10-Civil\exhibits\eg-exhibit.dwt 7/13/2022 12:29 PM rgarnik

Monthly Finance Report

February 2023

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

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	12,782,292.12	326,108.14	683,962.66	.00	12,424,437.59
002	LIBRARY FUND	195,171.70	949.20	64,042.58	.00	132,078.32
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,648,839.90	176,073.12	66,181.19	.00	3,758,731.83
112	EMPLOYEE BENEFITS	524,772.59	10,929.07	134,191.15	.00	401,510.52
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	4,661,508.50	266,128.32	.00	.00	4,927,636.82
125	TAX INCREMENT FINANCING	2,591,924.10	26,804.44	140,000.00	.00	2,478,728.54
160	HOTEL/MOTEL/ECON DEV	254,820.36	23,873.37	57.15	.00	278,636.58
161	ECO DEVELOPMENT REVOLVING	175,833.00	1,069.70	.00	.00	176,902.70
167	RESTRICTED GIFTS	99,503.34	.00	.00	.00	99,503.34
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	1,893,391.01	12,226.76	.00	.00	1,905,617.77
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	110,418.26	.00	.00	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	96,863.71-	.00	.00	.00	96,863.71-
309	CP - PARKS	3,240,328.31	.00	24,000.00	.00	3,216,328.31
310	CP - FIRE	200,000.00	.00	.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	476,056.04	.00	19,490.83	.00	456,565.21
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	168,256.03	.00	.00	.00	168,256.03
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	86,406.90-	72,599.75	.00	.00	13,807.15-
324	CP-Water Plant Exp 2019	1,202.10-	.00	2,672.50	.00	3,874.60-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	5,784.03	604,179.39	604,179.39	.00	5,784.03
329	NW TERRITORY LIFT STATION	153,736.40	.00	.00	.00	153,736.40
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	910,155.33	.00	3,510.00	.00	906,645.33
332	ROAD USE EQUIPMENT	336,882.00	.00	.00	.00	336,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	327,476.68	.00	3,624.00	.00	323,852.68
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	85,937.08	.00	.00	.00	85,937.08
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	283,377.65-	.00	.00	.00	283,377.65-
340	ANNUAL SIGNAL IMPROVEMENT	23,498.20	.00	84,217.50	.00	60,719.30-

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	35,600.00-	.00	.00	.00	35,600.00-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	22,122.18-	.00	.00	.00	22,122.18-
344	PAVEMENT COND ANALYSIS	76,955.60	.00	.00	.00	76,955.60
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	96,180.45	.00	.00	.00	96,180.45
347	N SPORTS COMPLEX PARKING	349,257.41-	.00	.00	.00	349,257.41-
348	SPLASH PAD	996,852.15-	.00	19,347.04	.00	1,016,199.19-
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	3,461,172.84	.00	593,180.07	.00	2,867,992.77
351	37TH ST IMPROVEMENTS	663,717.35	.00	.00	.00	663,717.35
352	TRL RDG/BEAV/JACOB WTR MN	69,639.33	.00	.00	.00	69,639.33
353	SANI SEWER STUDY	3,949.24-	.00	.00	.00	3,949.24-
354	ANNUAL PCC PATCHING	750,000.00	.00	.00	.00	750,000.00
355	TRAFFIC SIGNAL EQUIPMENT	70,292.00	.00	35,985.00	.00	34,307.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMPLX IRRIGATION PROJ	31,718.46	.00	.00	.00	31,718.46
358	ANN TRAIL IMPRV & PLAN	330,819.59	.00	.00	.00	330,819.59
359	EMERGENCY WATER MAIN	91,587.25	.00	.00	.00	91,587.25
360	19TH ST WATER MAIN	356,768.84	.00	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	.00	1,400,085.17	1,400,085.17	.00	.00
363	WRA SANI SEWER PHASE 3	1,888,509.20-	42,540.05	42,540.05	.00	1,888,509.20-
364	WRA SANI SWR PHS 4	2,238.66-	567,482.60	565,243.94	.00	.00
365	WALLACE FARM	1,125,666.10	.00	57,722.29	.00	1,067,943.81
366	JACOB ST OVERLAY PROJ	61,511.34	.00	.00	.00	61,511.34
367	GRIMESPLEX	1,675,724.42-	1,600,000.00	68,096.10	.00	143,820.52-
368	TRL RDG/BEAVER WATER MAIN	105,371.90	.00	948.25	.00	104,423.65
369	SE 11TH & JAMES	1,579,928.88	.00	.00	.00	1,579,928.88
370	19th & Gateway signal	300,000.00	.00	.00	.00	300,000.00
371	11TH & GATEWAY SIGNAL	300,000.00	.00	.00	.00	300,000.00
372	N JORDAN WELL REPAIRS	156,534.49-	.00	26,175.79	.00	182,710.28-
373	BLDG ACCESS CONTROL PROJ	200,000.00	.00	.00	.00	200,000.00
374	WATER PRODUCTION PROJECTS	725,806.98	.00	79,545.35	.00	646,261.63
375	NE DEST/NE BVRBROOKE IMP	40,431.01-	.00	9,642.25	.00	50,073.26-
376	SE TRL RDG RD RECONSTRUCT	68,075.00-	.00	19,340.00	.00	87,415.00-
377	HWY TRL EXT TO SCHOOL	9,714.38-	.00	.00	.00	9,714.38-
378	FIRE STATION	.00	.00	10,000.00	.00	10,000.00-
379	100TH ST WIDENING	.00	.00	.00	.00	.00
380	HWY 141 CORR/INTERS STDY	.00	.00	.00	.00	.00
381	NO COUNTY LINE WATER MAIN	.00	.00	.00	.00	.00
382	GROUND STORAGE RESERVOIR	.00	.00	.00	.00	.00
383	JAMES ST WTP WATER MAIN	.00	.00	.00	.00	.00
399	EQUIP REVOLVING PROGRAM	304,477.00	4,176.00	.00	.00	308,653.00
600	WATER	10,599,754.20	364,709.76	240,182.79	.00	10,724,281.17
601	WATER DEPOSITS	201,676.07	4,010.04	1,213.17	.00	204,472.94
602	WATER SINKING	336,414.44	.00	.00	.00	336,414.44
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,259,859.00	271,854.43	369,209.84	.00	6,162,503.59
611	SEWER SINKING	736,630.85	.00	.00	.00	736,630.85
670	LANDFILL/GARBAGE	503,794.72	62,494.17	71,421.13	.00	494,867.76
740	STORM WATER	2,915,323.86	66,959.01	18,614.98	.00	2,963,667.89
750	GRIMESPLEX	349,765.00	.00	.00	.00	349,765.00

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

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
	Report Total	62,217,219.60	5,905,252.49	5,458,622.16	.00	62,663,849.93

BALANCE SHEET
CALENDAR 2/2023, FISCAL 8/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	358,049.45-	7,724,252.38
002-000-1110	CASH - LIBRARY	63,093.38-	132,078.32
110-000-1110	CASH - ROAD USE	109,891.93	3,758,731.83
112-000-1110	CASH - EMPLOYEE BENEFITS	122,103.86-	392,456.17
121-000-1110	CASH - LOCAL OPTION SALES TAX	266,128.32	4,927,636.82
125-000-1110	CASH - TIF	113,195.56-	2,478,728.54
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	23,816.22	278,636.58
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	176,902.70
167-000-1110	CASH - LIBRARY RESTRICTED GIFT		99,503.34
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	12,215.37	1,902,154.95
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		110,418.26
308-000-1110	CASH-CP SW COUNTY LINE ROAD		96,863.71-
309-000-1110	CASH - CP - PARKS	24,000.00-	3,216,328.31
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE	19,490.83-	456,565.21
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP		168,256.03
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019	72,599.75	13,807.15-
324-000-1110	CASH- WATER PLANT EXP 2019	2,672.50-	3,874.60-
328-000-1110	CASH-WRA SANI SEWER PHASE 1		5,784.03
329-000-1110	NW TERRITORY LIFT STATION CASH		153,736.40
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION	3,510.00-	906,645.33
332-000-1110	CASH-ROAD USE EQUIPMENT		336,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	3,624.00-	323,852.68
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		85,937.08
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		283,377.65-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	84,217.50-	60,719.30-
341-000-1110	HWY 44 STUDY CASH		35,600.00-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
343-000-1110	JAMES ST CORRIDOR STUDY CASH		22,122.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS		76,955.60
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		96,180.45
347-000-1110	CASH N SPORTS COMPLEX PARKING		349,257.41-
348-000-1110	CASH SPLASH PAD	19,347.04-	1,016,199.19-
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	593,180.07-	2,867,992.77
351-000-1110	CASH 37TH ST IMPROVEMENTS		663,717.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN		69,639.33
353-000-1110	CASH SANI SEWER STUDY		3,949.24-
354-000-1110	CASH ANNUAL PCC PATCHING		750,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT	35,985.00-	34,307.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH		31,718.46
358-000-1110	ANN TRAIL IMP & PLANN CASH		330,819.59
359-000-1110	EMERGENCY WATER MAIN CASH		91,587.25
360-000-1110	19TH ST WATER MAIN CASH		356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
363-000-1110	WRA SANI SWR PHS 3 CASH		1,888,509.20-
364-000-1110	WRA SANI SWR PHS 4 CASH	2,238.66	
365-000-1110	WALLACE FARM CASH	57,722.29-	1,067,943.81
366-000-1110	JACOB ST OVERLAY CASH		61,511.34
367-000-1110	GRIMESPLEX CASH	1,531,903.90	143,820.52-
368-000-1110	TRL RDG/BEAVER WTR MAIN CASH	948.25-	104,423.65
369-000-1110	SE 11TH & JAMES CASH		1,579,928.88
370-000-1110	19TH & GATEWAY SIGNAL CASH		300,000.00
371-000-1110	11TH & GATEWAY SIGNAL CASH		300,000.00
372-000-1110	N JORDAN WELL REPAIR CASH	26,175.79-	182,710.28-
373-000-1110	BLDG ACCESS CONT PROJ CASH		200,000.00
374-000-1110	WTR PRODUCTION PROJECTS CASH	79,545.35-	646,261.63
375-000-1110	NE DEST/NE BVRBROOKE IMP CASH	9,642.25-	50,073.26-
376-000-1110	SE TRL RDG RD RECONSTRUCT CASH	19,340.00-	87,415.00-
377-000-1110	HWY 44 TRL EXT SCHOOL CASH		9,714.38-
378-000-1110	FIRE STATION CASH	10,000.00-	10,000.00-
399-000-1110	EQUIP REVOLVING PROG CASH	4,176.00	308,653.00
600-000-1110	CASH - WATER	122,920.74	8,026,993.45
601-000-1110	CASH - WATER DEPOSITS	2,796.87	202,033.73
602-000-1110	CASH - WATER SINKING		336,414.44
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	99,560.93-	2,936,909.65
611-000-1110	CASH - SEWER SINKING		736,630.85
670-000-1110	CASH - SOLID WASTE	8,926.96-	494,867.76
740-000-1110	CASH - STORM WATER	48,328.10	2,917,301.02
750-000-1110	CASH - GRIMESPLEX		349,765.00
	CASH TOTAL	443,754.55	51,979,459.81
112-000-1111	CASH - FLEX	1,158.21-	9,054.35
	CASH TOTAL	1,158.21-	9,054.35
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	194.92	59,621.78
200-000-1150	CASH - IPAIT	11.39	3,462.82
	CASH - IPAIT TOTAL	206.31	63,084.60
600-000-1160	SAVINGS - WATER TAPPING	382.31	992,293.30
740-000-1160	SAVINGS - STORM WATER	15.93	46,366.87
	SAVINGS TOTAL	398.24	1,038,660.17
610-000-1161	SAVINGS - SEWER TAPPING	2,205.52	1,047,677.45
	SAVINGS - RACCOON TOTAL	2,205.52	1,047,677.45
600-000-1162	SAVINGS - VISION	1,223.92	1,064,281.75
	SAVINGS - VISION TOTAL	1,223.92	1,064,281.75
601-000-1170	WATER DEPOSIT CD 25712		2,439.21
	CD'S - CITY STATE TOTAL	.00	2,439.21
001-000-1171	CEMETERY CD 1 304927		31,591.49
001-000-1172	CEMETERY CD 3 222910		20,211.26
001-000-1173	CEMETERY CD 12014736		20,759.95
	CD'S BANKERS TRUST TOTAL	.00	72,562.70
001-000-1174	CD# 12510837 - GENERAL		2,116,150.21
	CD# 12510837 - GENERAL TOTAL	.00	2,116,150.21

BALANCE SHEET
CALENDAR 2/2023, FISCAL 8/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1175	CD# 12396252 - GENERAL		2,116,150.21
	CD# 12396252 - GENERAL TOTAL	.00	2,116,150.21
610-000-1178	CHARTER SEW TAP CD		2,086,380.76
	CHARTER SEW TAP CD TOTAL	.00	2,086,380.76
	TOTAL CASH	446,630.33	62,663,849.93

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,423,248.00	115,821.83	922,164.81	64.79	501,083.19
	FIRE TOTAL	739,308.00	77,597.34	525,742.06	71.11	213,565.94
	AMBULANCE TOTAL	1,963,748.00	176,598.47	1,151,341.97	58.63	812,406.03
	BUILDING INSPECTIONS TOTAL	1,687,039.00	113,292.13	1,075,061.70	63.72	611,977.30
	ANIMAL CONTROL TOTAL	.00	.00	224.45	.00	224.45-
	PUBLIC SAFETY TOTAL	5,813,343.00	483,309.77	3,674,534.99	63.21	2,138,808.01
	ROADS, BRIDGES, SIDEWALKS TOTA	2,876,976.00	144,983.36	1,547,831.29	53.80	1,329,144.71
	STREET LIGHTING TOTAL	252,500.00	14,213.83	119,344.06	47.26	133,155.94
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	3,852.50	9,362.18	26.75	25,637.82
	SNOW REMOVAL TOTAL	384,380.00	15,128.28	105,591.26	27.47	278,788.74
	PUBLIC WORKS TOTAL	3,548,856.00	178,177.97	1,782,128.79	50.22	1,766,727.21
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	.00	.00	8,000.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	.00	.00	8,000.00
	LIBRARY TOTAL	1,056,876.00	73,479.99	582,252.10	55.09	474,623.90
	PARKS TOTAL	689,250.00	27,847.33	405,933.29	58.89	283,316.71
	NORTH COMPLEX TOTAL	50,000.00	11,723.02	17,578.01	35.16	32,421.99
	SOUTH COMPLEX TOTAL	50,000.00	.00	38,276.01	76.55	11,723.99
	RECREATION TOTAL	313,745.00	23,862.68	271,088.03	86.40	42,656.97
	REC - YOUTH PROGRAMS TOTAL	45,000.00	.00	8,863.81	19.70	36,136.19
	REC - YOUTH SPORTS TOTAL	.00	7,440.75	9,001.66	.00	9,001.66-
	REC - ADULT PROGRAMS TOTAL	6,600.00	.00	.00	.00	6,600.00
	REC - ADULT SPORTS TOTAL	.00	816.76	4,831.58	.00	4,831.58-
	CEMETERY TOTAL	65,029.00	.00	1,880.69	2.89	63,148.31
	GCC-GRIMES COMM COMPLEX TOTAL	273,133.00	15,009.42	110,541.71	40.47	162,591.29
	GRIMESPLEX TOTAL	368,500.00	16,122.82	36,874.15	10.01	331,625.85
	CULTURE & RECREATION TOTAL	2,918,133.00	176,302.77	1,487,121.04	50.96	1,431,011.96
	ECONOMIC DEVELOPMENT TOTAL	4,170,806.00	140,000.00	1,751,144.40	41.99	2,419,661.60
	COMMUNITY & ECONOMIC DEV TOTA	4,170,806.00	140,000.00	1,751,144.40	41.99	2,419,661.60
	MAYOR/COUNCIL/CITY MGR TOTAL	319,624.00	27,362.28	200,829.18	62.83	118,794.82
	CLERK/TREASURER/ADM TOTAL	740,799.00	57,676.64	512,867.70	69.23	227,931.30
	ELECTIONS TOTAL	28,500.00	.00	18,000.00	63.16	10,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	1,628.24	160,071.08	65.87	82,928.92
	CITY HALL/GENERAL BLDGS TOTAL	311,200.00	7,049.19	130,340.73	41.88	180,859.27
	TORT LIABILITY TOTAL	49,000.00	.00	82,761.00	168.90	33,761.00-
	IT TOTAL	318,296.00	16,873.66	145,722.62	45.78	172,573.38
	OTHER GENERAL GOVERNMENT TOTA	31,906.00	54.21	9,591.47	30.06	22,314.53

BUDGET REPORT
CALENDAR 2/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,042,325.00	110,644.22	1,260,183.78	61.70	782,141.22
	ROADS, BRIDGES, SIDEWALKS TOTA	797,270.00	.00	46,435.00	5.82	750,835.00
	2007 BOND TOTAL	278,582.00	.00	24,290.63	8.72	254,291.37
	2012 BOND TOTAL	361,460.00	.00	36,030.00	9.97	325,430.00
	2015 BOND TOTAL	861,063.00	.00	18,031.25	2.09	843,031.75
	2017A BOND TOTAL	573,632.00	.00	136,815.63	23.85	436,816.37
	2017 REFINANCING BOND TOTAL	576,075.00	.00	93,037.50	16.15	483,037.50
	2020 GO BOND TOTAL	661,500.00	.00	68,550.00	10.36	592,950.00
	2021 A GO BOND TOTAL	729,200.00	.00	139,900.00	19.19	589,300.00
	2021 B GO LOST BOND TOTAL	253,750.00	.00	57,175.00	22.53	196,575.00
	2022A BOND TOTAL	669,475.00	.00	147,586.24	22.05	521,888.76
	DEBT SERVICE TOTAL	5,762,007.00	.00	767,851.25	13.33	4,994,155.75
	FIRE TOTAL	.00	10,000.00	10,000.00	.00	10,000.00-
	BUILDING INSPECTIONS TOTAL	28,500.00	.00	.00	.00	28,500.00
	ROADS, BRIDGES, SIDEWALKS TOTA	3,965,000.00	50,886.48	1,399,399.89	35.29	2,565,600.11
	STREET LIGHTING TOTAL	1,200,000.00	84,217.50	630,469.30	52.54	569,530.70
	TRAFFIC CONTROL & SAFETY TOTA	.00	35,985.00	40,693.00	.00	40,693.00-
	LIBRARY TOTAL	6,800,000.00	593,180.07	4,392,473.93	64.60	2,407,526.07
	PARKS TOTAL	3,200,000.00	101,069.33	2,058,481.01	64.33	1,141,518.99
	NORTH COMPLEX TOTAL	.00	.00	24,752.39	.00	24,752.39-
	GCC-GRIMES COMM COMPLEX TOTAL	600,000.00	1,210.60	1,210.60	.20	598,789.40
	GRIMESPLEX TOTAL	.00	68,096.10	4,455,026.22	.00	4,455,026.22-
	CITY HALL/GENERAL BLDGS TOTAL	30,000.00	.00	18,508.00	61.69	11,492.00
	WATER TOTAL	2,250,000.00	109,341.89	1,274,444.68	56.64	975,555.32
	SEWER/SEWAGE DISPOSAL TOTAL	39,375,000.00	2,615,558.55	27,038,058.31	68.67	12,336,941.69
	STORM WATER TOTAL	155,300.00	.00	13,830.00	8.91	141,470.00
	CAPITAL PROJECTS TOTAL	57,603,800.00	3,669,545.52	41,357,347.33	71.80	16,246,452.67
	WATER TOTAL	5,075,215.00	241,395.96	2,123,996.86	41.85	2,951,218.14
	SEWER/SEWAGE DISPOSAL TOTAL	4,241,883.00	369,209.84	2,965,927.81	69.92	1,275,955.19
	LANDFILL/GARBAGE TOTAL	907,981.00	71,421.13	548,976.98	60.46	359,004.02
	STORM WATER TOTAL	672,871.00	18,614.98	212,298.44	31.55	460,572.56
	SPORTS COMPLEX TOTAL	.00	.00	135.00	.00	135.00-
	ENTERPRISE FUNDS TOTAL	10,897,950.00	700,641.91	5,851,335.09	53.69	5,046,614.91
	TRANSFERS IN/OUT TOTAL	9,212,301.00	.00	738,522.00	8.02	8,473,779.00
	TRANSFER OUT TOTAL	9,212,301.00	.00	738,522.00	8.02	8,473,779.00
	TOTAL EXPENSES	101,977,521.00	5,458,622.16	58,670,168.67	57.53	43,307,352.33

REVENUE REPORT
CALENDAR 2/2023, FISCAL 8/2023

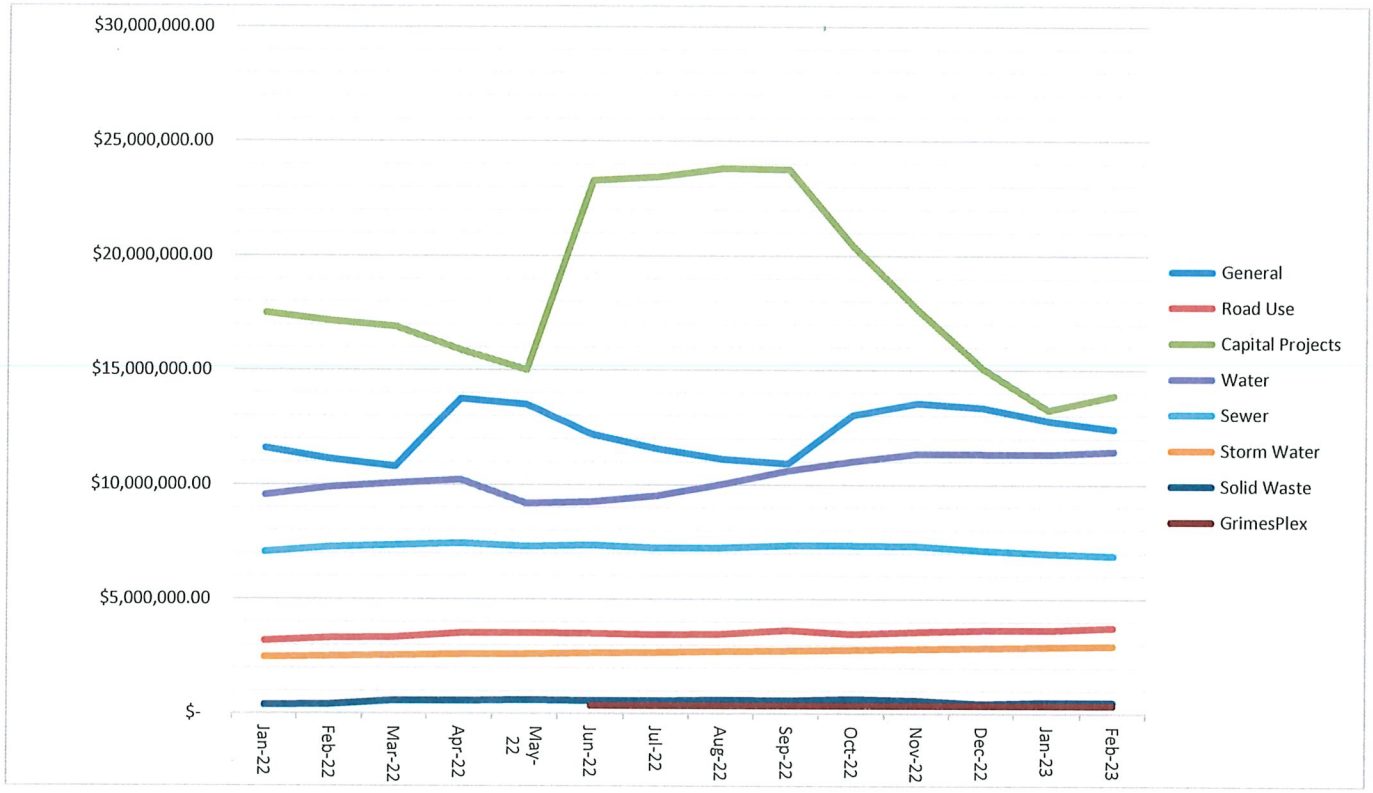
PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,951,672.00	326,108.14	6,446,203.42	53.94	5,505,468.58
	LIBRARY FUND TOTAL	909,044.00	949.20	482,246.60	53.05	426,797.40
	ROAD USE TAX TOTAL	1,946,835.00	176,073.12	1,415,554.36	72.71	531,280.64
	EMPLOYEE BENEFITS TOTAL	2,094,615.00	10,929.07	638,514.06	30.48	1,456,100.94
	LOCAL OPTION SALES TAX TOTAL	2,709,705.00	266,128.32	2,088,851.10	77.09	620,853.90
	TAX INCREMENT FINANCING TOTAL	6,772,510.00	26,804.44	3,562,473.23	52.60	3,210,036.77
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	23,873.37	63,344.78	91.80	5,655.22
	ECO DEVELOPMENT REVOLVING TOTA	12,836.00	1,069.70	8,557.60	66.67	4,278.40
	RESTRICTED GIFTS TOTAL	4,000.00	.00	7,537.45	188.44	3,537.45-
	DEBT SERVICE TOTAL	5,847,383.00	12,226.76	1,680,202.35	28.73	4,167,180.65
	CP - GRIMES COMMUNITY COM TOTA	500,000.00	.00	.00	.00	500,000.00
	KENNYBROOK PK WQI IMPRV TOTAL	.00	.00	311,935.00	.00	311,935.00-
	CP-Water Tower 2019 TOTAL	.00	72,599.75	72,599.75	.00	72,599.75-
	CP-Water Plant Exp 2019 TOTAL	.00	.00	21,898.35	.00	21,898.35-
	WRA SANI SEWER PHASE 1 TOTAL	10,750,000.00	604,179.39	10,440,548.83	97.12	309,451.17
	ROAD USE EQUIPMENT TOTAL	300,000.00	.00	.00	.00	300,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	600,000.00	.00	.00	.00	600,000.00
	JAMES ST CORRIDOR STUDY TOTAL	1,800,000.00	.00	.00	.00	1,800,000.00
	GRIMES LIBRARY BLDG FUND TOTA	.00	.00	273,553.40	.00	273,553.40-
	TRL RDG/BEAV/JACOB WTR MN TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	600,000.00	.00	.00	.00	600,000.00
	ANN TRAIL IMPRV & PLAN TOTAL	200,000.00	.00	125,000.00	62.50	75,000.00
	19TH ST WATER MAIN TOTAL	1,105,000.00	.00	.00	.00	1,105,000.00
	WRA SANI SWR PHASE 2 TOTAL	11,500,000.00	1,400,085.17	6,282,594.96	54.63	5,217,405.04
	WRA SANI SEWER PHASE 3 TOTAL	7,275,000.00	42,540.05	4,603,918.80	63.28	2,671,081.20
	WRA SANI SWR PHS 4 TOTAL	7,000,000.00	567,482.60	3,977,993.89	56.83	3,022,006.11

REVENUE REPORT
CALENDAR 2/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	WALLACE FARM TOTAL	1,200,000.00	.00	.00	.00	1,200,000.00
	JACOB ST OVERLAY PROJ TOTAL	900,000.00	.00	.00	.00	900,000.00
	GRIMESPLEX TOTAL	.00	1,600,000.00	4,400,000.00	.00	4,400,000.00-
	WATER PRODUCTION PROJECTS TOTA	.00	.00	1,106,768.83	.00	1,106,768.83-
	EQUIP REVOLVING PROGRAM TOTAL	300,000.00	4,176.00	327,161.00	109.05	27,161.00-
	WATER TOTAL	5,568,549.00	364,709.76	4,284,314.58	76.94	1,284,234.42
	WATER DEPOSITS TOTAL	15,000.00	4,010.04	37,405.94	249.37	22,405.94-
	WATER SINKING TOTAL	2,060,261.00	.00	.00	.00	2,060,261.00
	SEWER TOTAL	4,296,137.00	271,854.43	2,503,457.39	58.27	1,792,679.61
	SEWER SINKING TOTAL	326,505.00	.00	.00	.00	326,505.00
	LANDFILL/GARBAGE TOTAL	907,981.00	62,494.17	487,159.25	53.65	420,821.75
	STORM WATER TOTAL	779,790.00	66,959.01	523,435.08	67.13	256,354.92
	TOTAL REVENUE BY FUND	91,051,823.00	5,905,252.49	56,173,230.00	61.69	34,878,593.00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General
Road Use
Capital Projects
Water
Sewer
Storm Water
Solid Waste
GrimesPlex

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

CITY COUNCIL COMMUNICATION
Meeting Date: 3/14/23

AGENDA ITEM: SE Trail Ridge Road Reconstruction – Public Hearing and Award of Construction Contract.

BACKGROUND: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on March 7, 2023 and the following are the results:

Sternquist Construction, Inc. - $1,445,265.55
All Star Concrete, LLC - $1,489,581.80
Iowa Civil Contracting, Inc. - $1,506,471.20
Alliance Construction Group, LLC – $1,596,778.00
Absolute Concrete Construction, Inc. – $1,770,021.25
Concrete Technologies, Inc. – $1,793,707.50
Shekar Engineering, PLC - $1,804,377.59
Engineering Estimate - $1,824,081.25

The results from the bidding showed great interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with the bids all coming in under the engineer's estimate and the low bidder being about 21% or $380,000 under the engineer's estimate. The low bidder is Sternquist Construction, Inc. of Indianola, Iowa. City staff has worked with Sternquist before and feels they are capable of performing this work.

BUDGETARY CONSIDERATIONS: This project came in about $380,000 under the engineer's estimate and is in the current Capital Improvements Program for construction this year.

STRATEGIC PLANNING:
Prioritized: Yes

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

STAFF RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

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

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE TRAIL RIDGE ROAD RECONSTRUCTION" and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 03-1623

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE TRAIL RIDGE ROAD RECONSTRUCTION

WHEREAS, on the **14th** day of **February 2023**, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Trail Ridge Road Reconstruction; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 14th day of March 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE SE TRAIL RIDGE ROAD RECONSTRUCTION", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 03-1723

RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE SE TRAIL RIDGE ROAD RECONSTRUCTION

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SE Trail Ridge Road Reconstruction, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Sternquist Construction, Inc. of Indianola, IA

Amount of bid: $1,445,265.55

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 14th day of March 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE TRAIL RIDGE ROAD RECONSTRUCTION", and moved:

☐ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2023, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 03-1823

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE TRAIL RIDGE ROAD RECONSTRUCTION

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

Section 1. That the following bid for the construction of certain public improvements described in general as the SE Trail Ridge Road Reconstruction, described in the plans and specifications heretofore adopted by this Council on March 14, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Sternquist Construction, Inc. of Indianola, IA

Amount of bid: $1,445,265.55

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 14th day of March, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 03/14/2023

AGENDA ITEM: Resolution #03-1923 Approving the Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

BACKGROUND:

This plan amendment will incorporate capital projects that are planned for the next fiscal year. It updates the description of the City's Sports Complex and Hope Entertainment District, authorizes the undertaking of new urban renewal projects in the urban renewal area which consist of the following: Parks and Trails Improvements Project, 2023 Street Improvements Project, Water Main Replacement Project, Hwy 141 Corridor Study Project, South James Street Reconstruction Project, and a Municipal Fire Station/EMS Building and Equipment Project.

BUDGETARY CONSIDERATIONS: This amendment has a proposed additional maximum indebtedness of $35,575,000.

STRATEGIC PLANNING:
Prioritized __X_YES _____NO

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

BOARD/COMMISSION ACTION(S): The Urban Renewal Plan was last amended in November 2022. Council set the Public Hearing on this amendment on February 14, 2023.

STAFF RECOMMENDATION: Staff recommends approval of the Urban Renewal Plan Amendment.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY OF GRIMES, IOWA

URBAN RENEWAL PLAN AMENDMENT
GRIMES URBAN RENEWAL AREA

March, 2023

The Urban Renewal Plan (the "Plan") for the Grimes Urban Renewal Area (the "Urban Renewal Area") is being amended for the purposes of (i) updating the description of the City's Sports Complex Development Project and (ii) identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Update Description of the Sports Complex and Hope Entertainment District Development Project (previously known as Sports Complex Development Project). The description of the Sports Complex and Hope Entertainment District Development Project (previously known as the Sports Complex Development Project) approved in the September, 2020 Amendment to the Plan, is hereby updated, as follows

Name of Project: Sports Complex and Hope Entertainment District Development Project (previously known as the Sports Complex Development Project)

Date of Council Approval of Project: September 22, 2020 and updated March 14, 2023

Sports Complex Development Project:

Description of Project and Project Site: The City will undertake the construction of a fifty-acre synthetic turf multi-sport complex, including soccer and baseball fields; parking facilities; concession and restroom facilities; a maintenance building; and other related amenities (the "Sports Complex Project"). The City will also undertake the construction of certain public infrastructure improvements necessary to support the development, construction and operation of the Sports Complex Project. The Sports Complex Project will be situated on certain real property lying west of Highway 141 and north of Hy-Vee (the "Sports Complex Property").

Description of Properties to be Acquired in Connection with Project: The City will acquire easement territory and rights-of-way as are necessary to successfully undertake the Sports Complex Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Sports Complex Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Sports Complex Project will not exceed $23,000,000, plus any interest expense incurred by the City on any borrowing undertaken for the Sports Complex Project.

Analysis of Use of TIF: In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Project and alternative development and funding options for the Project. The results of that analysis are summarized as follows:

1) Alternate Development Options: The City Council has determined that provision of superior recreational facilities are essential to the economic development of the City. The use of the Sports Complex Property as the site for the Sports Complex Project is an optimal use for this land. Promoting other types of development on the Sports Complex Property to the exclusion of the Sports Complex Project will not meet the public need being addressed by the Sports Complex Project.

2) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues: Local Option Sales and Services Tax Revenues are unavailable to assist the City in paying the costs of the Sports Complex Project because such Revenues have been allocated to other quality of life amenities in the City.

* General Fund: The City's General Fund reserves are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund reserves to aid in paying the costs of the Sports Complex Project without risking unsound fiscal practice.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available for the Sports Complex Project, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City will use its urban renewal authority to aid in the authorization of general obligations bonds (the "Bonds") to finance the Sports Complex Project. The use of tax increment financing to pay a portion of the debt service payments on the Bonds will lessen the burden on individual tax payers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area.

* Utility Surpluses: The City does not have identified surpluses in its sewer and water utility funds that could aid in the funding of the Sports Complex Project.

* Sports Complex Revenues: The City intends to use revenues generated from the Sports Complex Project to repay a portion of the Bonds.

<u>Hope Entertainment District Development Project:</u>

Description of Project and Project Site: Hope K Farms LLC (the "Developer") has proposed to undertake the construction of a 200-acre multi-use entertainment district which will include retail, restaurants and hotels ("Hope District Project"). The Developer will undertake the installation of public infrastructure improvements necessary to support

the development, construction and operation of the Hope District Project. The Hope District Project will be situated on certain real property lying west of Highway 141 and north of Hy-Vee (the "Hope District Property").

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete the Hope District Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the "Admin Fees") in an amount not to exceed $40,000.

Description of Use of TIF: The City intends to enter into a development agreement with the Developer with respect to the construction and use of the completed Hope District Project and to provide economic development payments (the "Payments") thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Hope District Property and the entirety of the Urban Renewal Area. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Hope District Project will not exceed $25,000,000, plus the Admin Fees.

2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Parks and Trails Improvements Project

Date of Council Approval of Project: March 14, 2023

Description of Project and Project Site: The Parks and Trails Improvements Project will consist of the construction of park improvements to North Pointe Park, Shawver Park, and Glenstone Park; the replacement of the recreational trail along Little Beaver Creek, Prairie Creek, Shawver Park, North Pointe Park, Highway 44, and NW 27th Street; and the incidental utility, landscaping, site clearance and cleanup work related thereto.

The completed Parks and Trails Improvements Project will have a positive impact on increased and improved commerce and economic development in the Urban Renewal Area through the provision of enhanced recreational spaces in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire easement territory and rights-of-way as are necessary to successfully undertake the Parks and Trails Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Parks and Trails Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Parks and

Trails Improvements Project will not exceed $225,000, plus any interest expense incurred by the City on any borrowing undertaken for the Parks and Trails Improvements Project.

B.

Name of Project: 2023 Street Improvements Project

Date of Council Approval of Project: March 14, 2023

Description of Project and Project Site: The 2023 Street Improvements Project will include (i) the construction of street improvements, including street reconstruction; (ii) the construction of sanitary sewer, waterworks and storm water drainage system improvements; (iii) design and engineering; and (iv) the incidental utility, landscaping, site clearance and cleanup work related thereto on and along the following public rights-of-way in the City:

SE Jacob Street from its intersection with Highway 44 on the north to its intersection with 6th Street on the south;

SE Trail Ridge Road from its intersection with Highway 44 on the north to its intersection with 6th Street on the south; and

SE Little Beaver Drive from its intersection with Highway 44 on the north to its intersection with 6th Street on the south.

It is expected that the completed 2023 Street Improvements Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the 2023 Street Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the 2023 Street Improvements Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the 2023 Street Improvements Project will not exceed $1,200,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the 2023 Street Improvements Project.

C.

Name of Project: Water Main Replacement Project

Date of Council Approval of the Project: March 14, 2023

Description of Project and Project Site: The City will undertake the replacement of a water main along SE Jacob Street, SE Trail Ridge Road, SE Little Beaver, SE 4th Street, SE 5th Street, and SE 6th Street (the "Water Main Project") in the Urban Renewal Area, and the incidental landscaping, site clearance and cleanup work related thereto.

The Water Main Project will have a direct, positive impact on commercial and residential growth in the Urban Renewal Area through the provision of enhanced public infrastructure in the City.

Description of Properties to be Acquired in Connection with the Project: The City will acquire such easement territory and right-of-way as are necessary to successfully undertake the Water Main Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Water Main Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the Water Main Project will not exceed $600,000, plus any interest expense incurred by the City on any borrowing undertaken for the Water Main Project.

D.

Name of Project: Highway 141 Corridor Study Project

Date of Council Approval of Project: March 14, 2023

Description of Project and Project Site: The Highway 141 Corridor Study Project will consist of undertaking a study to evaluate the need for future roadway improvements along the Highway 141 corridor and at the intersections located therein.

It is expected that the completed Highway 141 Corridor Study Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial and industrial enterprises in the City.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Highway 141 Corridor Study Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Highway 141 Corridor Study Project will not exceed $50,000, plus any interest expense incurred by the City on any borrowing undertaken for the Highway 141 Corridor Study Project.

E.

Name of Project: South James Street Reconstruction Project

Date of Council Approval of Project: March 14, 2023

Description of Project and Project Site: The South James Street Reconstruction Project (the "South James Project") will consist of (1) street reconstruction and widening of approximately 11,000 feet of South James Street; (2) the extension of 1,000 feet of SE 11th Street; (3) and related improvements including grading; the construction of municipal waterworks, sanitary sewer and storm sewer improvements; the construction of sidewalks and trails; the installation of street lights and fiber; the relocation of private site utilities; replacement of private driveways; planning and design costs for the South James Project; costs of easement and right-of-way acquisition; and the incidental landscaping, site clearance and cleanup work related thereto.

It is expected that the completed South James Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the South James Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the South James Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the South James Project will not exceed $15,000,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the South James Project.

F.

Name of Project: Municipal Fire Station/EMS Building Project

Date of Council Approval of Project: March 14, 2023

Description of Project and Project Site: The City will undertake the construction, equipping, and furnishing of a new municipal fire/EMS building (the "Fire Station Project") on City-owned property north of Highway 44/W 1st Street and west of N James Street in the Urban Renewal Area (the "Fire Station Property"). It is anticipated that the completed Fire Station Project will have a direct, positive impact on increased and improved commerce and development in the Urban Renewal Area through the provision of enhanced municipal services and facilities.

Description of Use of TIF: It is anticipated that the City will pay for the Fire Station Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Fire Station Project will not exceed $4,000,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Fire Station Project.

Analysis of Use of TIF: In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Fire Station Project and alternative development and funding options for the Fire Station Project. The results of that analysis are summarized as follows:

A) Alternate Development Options: The City Council has determined that a need exists for the provision of a new and improved fire station/EMS building and enhanced fire protection and emergency medical services in the Urban Renewal Area. Accordingly, the City's ability to fulfill its duty of fire protection and emergency medical services in the Urban Renewal Area has been substantially diminished. The use of the Fire Station Property as the site for the Fire Station Project will serve to repurpose the site of the public library after the relocation of the library. Promoting other types of development on the Property to the exclusion of the Fire Station Project will not meet the public need being addressed by the Fire Station Project.

B) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues: The City will use Local Option Sales and Services Tax Revenues to pay a portion of the costs of the Fire Station Project.

* General Fund: The City will use proceeds in the General Fund to pay for a portion of the Fire Station Project.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available for the purpose of funding the Fire Station Project, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City will use its urban renewal authority to aid in the authorization of general obligations bonds (the "Bonds") to finance the Fire Station Project. The use of tax increment financing to pay a portion of the debt service payments on the Bonds will lessen the burden on individual tax payers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area.

* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the Fire Station Project.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	$100,886,242
Outstanding general obligation debt of the City:	$
Proposed maximum indebtedness to be incurred in connection with this March, 2023 Amendment:*	$44,075,000**

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

**The amount ($25,000,000) of the Payments to Hope K Farms LLC as described in Section 1 of this Amendment is not included in the maximum indebtedness total hereunder because such indebtedness was previously approved in the September 22, 2020 Amendment to the Plan.

HEARING ON AND APPROVAL OF 2023 AMENDMENT TO THE GRIMES URBAN RENEWAL AREA

419952-92

Grimes, Iowa

March 14, 2023

The City Council of the City of Grimes, Iowa, met on March 14, 2023, at 5:30 p.m., at the Community Complex, 410 SE Main, in the City for the purpose of conducting a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area," seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO.03-1923

Resolution to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Grimes, Iowa (the "City"), by prior resolution established the Grimes Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) updates the description of the City's Sports Complex and Hope Entertainment District Development Project (formerly known as the Sports Complex Development Project) previously approved in the September, 2020 Amendment to the Plan; and (2) authorizes the undertaking of new urban renewal projects (the "Projects") in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of constructing park and recreational trail improvements; (b) using tax increment financing to pay the costs of constructing street, sanitary sewer system, waterworks system and storm water drainage improvements; (c) using tax increment financing to pay the costs of constructing improvements to the municipal waterworks system; (d) using tax increment financing to pay the costs of undertaking a planning study of the Highway 141 Corridor; (e) using tax increment financing to pay the costs of undertaking the South James Street Reconstruction Project; and (f) using tax increment financing to pay a portion of the costs of constructing a new municipal fire station/EMS building; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on March 14, 2023; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County, the Johnston Community School District, and the Dallas Center-Grimes Community School District; the consultation meeting was held on the ____ day of _____, 2023; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

B. The Projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

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

Passed and approved March 14, 2023.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

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

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Grimes, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Grimes Urban Renewal Area in the City of Grimes, Iowa.

WITNESS MY HAND this ____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date:03/14/2023

AGENDA ITEM: Resolution #03-2023 Public Hearing and Taking Additional Action on Proposal to Enter into a General Obligation Loan Agreement and Providing for the Levy of Taxes to Pay the Same 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 and be able to collect property tax revenue for debt payments in FY24. Debt repayment for this issuance 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): Council held a budget workshop on February 14, 2023 and included the CIP projects funded through this debt. Council set a Public Hearing on February 28, 2023 for this proposal.

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

MINUTES TO HOLD HEARING ON A GENERAL OBLIGATION LOAN AGREEMENT AND TO AUTHORIZE PRELEVY

419952-93

Grimes, Iowa

March 14, 2023

The City Council of the City of Grimes, Iowa, met on March 14, 2023, at 5:30 p.m., at the Community Complex, 410 SE Main in the City.

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed $9,910,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 03-2023

Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement and providing for the levy of taxes to pay the same

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa heretofore proposed 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, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 14, 2023; and

WHEREAS, the City intends to enter into the Loan Agreement in the future and to issue General Obligation Corporate Purpose Bonds or Notes (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and interest will come due on the Bonds before July 1, 2024; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2023-2024 fiscal year for the payment of such anticipated principal and interest;

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

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of $784,423.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the Dallas and Polk County Auditors and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and

set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof 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 March 14, 2023.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

• • • •

On motion and vote, the meeting adjourned.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to a public hearing and additional action on the proposal to enter into a Loan Agreement and to issue General Obligation Corporate Purpose Bonds in evidence of the City's obligation under the Loan Agreement and the authorization of a debt service property tax levy for the payment of principal and interest thereunder and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF DALLAS

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2023, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 14, 2023, entitled: "Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2023, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2023.

_____

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF POLK

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2023, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 14, 2023, entitled: "Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2023, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2023.

_____

County Auditor

CITY COUNCIL COMMUNICATION
Meeting Date:03/14/2023

AGENDA ITEM: Resolution #03-2123-Approving the Maximum Tax Dollars from Certain Levies for the City's Proposed Fiscal Year 2023-2024 Budget

BACKGROUND: Following the Council's budget workshop, staff moved forward with Council direction pertaining to the proposed property tax rate for Fiscal Year 2023-2024. 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 a supermajority vote of the Council to approve an increase over 2%. This resolution is necessary to advance consideration of the Fiscal Year 2023-2024 Budget.

BUDGETARY CONSIDERATIONS: The total proposed tax rate for Fiscal Year 2023-2024 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 workshop on February 14, 2023, and set the Public Hearing on February 28, 2023.

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION # 03-2123

Resolution Approving the Maximum Tax Dollars from Certain Levies for the City's Proposed Fiscal Year 2023-2024 Budget

WHEREAS, The City Council of Grimes, Iowa has considered the proposed FY 2023/2024 city maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on the city web site and social media accounts as required; and

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars for the affected levy total was held at the city council meeting on March 14, 2023.

NOW THEREFORE, **BE IT HEREBY RESOLVED**, by the City Council of the City of Grimes, Iowa, that the maximum property tax dollars for the affected tax levies for FY 2023/2024 shall not exceed $10,186,549, which represents an increase greater than 102% from the maximum property tax dollars requested for FY 2022/2023.

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

Passed and approved this 14th day of March,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