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 April 11, 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

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 April 11, 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 04-0123 Minutes approved from previous meeting.
   B. Resolution 04-0223 Claims Report
   C. Resolution 04-0323 Approving Bills and Quotes over $10,000

D. Resolution 04-0423 Approving ABD License Renewal
   1. Spirits Liquor: 109 E. 1st Street: Class E Liquor, Sunday Sales
   2. Casey's General Store #2502: 206 E. 1st Street: Class E Liquor, Sunday Sales
   3. Premier Nail Bar: 1101 E. 1st Street #103: Class C Retail, Sunday Sales

E. Proclamation Arbor Day

F. Resolution 04-0523 To Enter into a Sports Complex Facility Agreements for Use of the Grimes North and South Sports Complex

G. Resolution 04-0623 Authorizing a Tuition Scholarship Application

H. Resolution 04-0723 To Accept Donation form the Dallas Center Grimes Baseball Club

I. Resolution 04-0823 Approving a 28E Agreement for the Partial Funding of Homeland Security Services Within the Metropolitan Area

J. Resolution 04-0923 Authorizing Funds to Repair Shallow Alluvial Well No. 100

K. Resolution 04-1023 To Enter into Contract for Professional Services With Calhoun-Burns and Associates

L. Resolution 04-1123 Requesting a City of Grimes Cost Estimate for Full and Partial Special Census through the United States Census Bureau

M. Resolution 04-1223 Amendment #2 MSA Professional Services, Inc. Professional Services, Inc For Additional Design Services for SE Jacob Street Reconstruction and Storm Sewer

N. Resolution 04-1323 Setting the Date for Sale of General Obligation Corporate Purpose Bonds, Series 2023A and Authorizing the Use of a Preliminary Official Statement in Connection Therewith

O. Resolution 04-1423 Setting the Date for the Sale of General Obligation Urban Renewal Bonds, Series 2023B and Authorizing the Use of a Preliminary Official Statement in Connection Therewith

P. Resolution 04-1523 Authorizing Entering An Agreement With Sensus and Authorizing the Purchase of Hardware and Software from Municipal Supply

Q. Resolution 04-1623 Ordering Construction of the NW 107th Street HMA Overlay, and Fixing A Date for Hearing Thereon and Taking of Bids Therefor – Bid Letting May 2, 2023, and Public Hearing May 9, 2023

R. Resolution 04-1723 Approving Change Orders:
   1. Change Order #2 Shank Constructors, Inc - WRA Grimes Connector – Contract 4 Increasing Contract $15,924.00
   2. Change Order #1 Van Maanen Electric, Inc – County Line Road Traffic Improvements Increasing Contract $1,512.87

S. Resolution 04-1823 Approving Professional Pay Requests:
   1. Pay Request #3 Snyder & Associates – IA Hwy 44 Trail Extension $24,679.00
   2. Pay Request #52 Veenstra & Kimm, Inc – WRA Connector $57,915.63
   3. Pay Request #6 Foth Engineering – SE 11th Street and S James Street $73, 807.58
   4. Pay Request #6 Snyder & Associates, Inc – NE Destination Drive & NE Beaverbrooke Blvd Improvements
   5. Pay Request #7 Civil Design Advantage – GrimesPlex $30,093.92

T. Resolution 04-1923 Approving Pay Requests:
   1. Pay Request # 5 Van Maanen Electric – City Traffic Signal Communication Network $18,988.60
   2. Pay Request #13 S.J. Louis Construction, Inc – WRA Grimes Connectors – Contract 1 $572,937.88
   3. Pay Request #3 Van Maanen Electric, Inc – County Line Road Traffic Improvement $33,283.59
   4. Pay Request #13 Shank Constructors – WRA Grimes Connector – Contract 4 $406,928.99
   5. Pay Request #8 S.M. Hentges & Sons, Inc – WRA Grimes Connector – Contract 2 $1,098,062.07

U. Resolution 04-2023 Accepting Trail Easement – Highway 44 Trail Hope Timber
V. Resolution 04-2123 Approving Professional Consulting Services Agreement Grimes Public Works Public Works Site Plan Amendment
W. Receiving and Filing of Correspondence and Reports

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. Second Reading of Ordinance 778 Amending Fees Charged under Grimes Code of Ordinance Section 9-15-6(1B) for Collection of Recyclable Materials, and Section 9-13-9(1) for Collection of Solid Waste
2. Iowa Hwy 44 Trail Extension
   a. Resolution 04-2223 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Iowa Highway 44 Trail Extension
   b. Resolution 04-2323 Authorizing Construction Contract and Bond for the Iowa Highway 44 Trail Extension
   c. Resolution 04-2423 Making Award of Construction Contract for the Iowa Highway 44 Trail Extension

ADJOURNMENT

RESOLUTION NO. 04-0123 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 11th day of April 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:
905

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING
Tuesday, March 28, 2023

The regular Grimes City Council Meeting was held as an in-person meeting with Zoom available. The meeting was called to order by Mayor Scott Mikkelsen, March 28, 2023, at 5:33 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: Ryan Burger, Andrew Borcherding, Laurie DePhillips, David Gisch, Eric Johansen

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.
Moved by Burger, Second by Gisch, to approve the agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

CONSENT AGENDA

A.Resolution 03-2323 Minutes approval from previous meeting B. Resolution 03-2423 Claims Report $1,053,065.90 C. Resolution 03-2523 Approving Bills and Quotes over $10,000 D. Resolution 03-2623 Approving ABD License Renewal 1. Hacienda Vieja 1101 East 1st Street #101 – Class C Retail with Outdoor Service and Sunday Sales 2. Hy-Vee Fast & Fresh #2 1701 SE 37th Street – Class E Retail with Sunday Sales E. Resolution 03-2723 Approving Personnel Transactions F. Filing and Receiving of Correspondence G. Resolution 03-2823 Authorizing City of Grimes to Enter into Settlement Participation Agreements with Teva, Allergan, CVS, Walgreens and Walmart in the National Opioid Allocation Memorandum of Understanding H. Resolution 03-2923 Extending the Certification of the Johnston-Grimes Metropolitan Fire Department Promotional List for Lieutenants Originally Established January 27, 2021 to June 1, 2023 I. Resolution 03-3023 Approving Consent and Agreement for Improvements for Lot 11 of Beaverbrooke West Plat 5 – 209 NW 10th Circle J. Resolution 03-3123 Approving a Senior Bond Issuance Certificate of Wastewater Reclamation Authority (WRA) Participating Community K. Public Works Department Annual Report L. Resolution 03-3223 Approving Renewal of Data Breach and Privacy Security Liability Insurance Policy with CFC Underwriters through Jester Insurance M. Resolution 03-3323 Setting a Time and Place for Public Hearing on Proposed Rezoning of Property Referred to as Hope Timber Generally Located at the Northeast Corner of Highway 44 and NW County Line Road from A-1 Agricultural District to R-4 Planned Unit Development District and C-2 General and Highway Service Commercial District for April 25, 2023 at 5:30 pm N. Resolution 03-4523 Setting Date of Public Hearing to Consider Amending Provisions of the Zoning Ordinance of the City of Grimes, Iowa Regarding Off-Street Parking, Circulation, and Loading Regulations for April 25, 2023, at 5:30 pm O. Resolution 03-3523 To Award Contract for Cemetery Lawn Services for the City of Grimes to CLK Lawn Care P. Resolution 03-3623 To Enter Into Contract for Professional Services with MSA Professional Services – SE Little Beaver Drive and SE 4th Street, SE 5th Street thru SE 6th Street - Water Main Replacement Design Q. Resolution 03-3723 Accepting a Proposal from Iowa Signal, Inc in the Amount of $45,378.50 for the Construction of the S James Street and SE 19th Street Temporary Traffic Signalization Project R. Resolution 03-3823 Approving the Purchase of Palo Alto Firewall from Heartland Business Systems S. 2022 Asphalt Overlay Project – Project Acceptance 1. Resolution 03-3923 Accepting the 2022 Asphalt Overlay Project with InRoads, LLC 2. Receiving and Filing of the Certificate of Completion T. Resolution 03-4023 Approving Contract Change Orders: 1. Change Order #5 Shank

Constructors, Inc for the Reverse Osmosis Water Treatment Plant – Phase 1 - $43,285.00 U. Resolution 03-4123 Approving Pay Applications 1. Pay Application #29 Shank Constructors, Inc for the Reverse Osmosis Water Treatment Plant – Phase 1 - $223,002.20 2. Pay Application #3 InRoads (retainage to be held for 30 days) $15,871.38.3. Resolution 03-4223 Approving Professional Services Payments 4. Pay Request #7 McClure Engineering Company – Phase 1A Water System Improvements $80,719.55 5. Pay Request #3 Snyder & Associates, Inc - Streets Master Plan/Design Guide $10,049.28 6. Pay Request #17 ISG - Water Works Park Splash Pad $4,275.00 7. Pay Request #35 McClure Engineering Company – Reverse Osmosis Water Treatment Plant – Phase 1 $2,369.15 8. Pay Request #35 Bolton & Menk, Inc – Highway 44 & SW County Line Road Intersection Improvements $7,702.00 W. Resolution 03-4723 Approving the Purchase of Agenda Management Software System - CivicPlus
Motion by Borcherding, Second by Gisch, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

PUBLIC FORUM

Shane Bellis, 1205 NW 8th St, addressed the Council requesting consideration to change the City Ordinance to allow poultry in the City.

PUBLIC AND COUNCIL AGENDA ITEMS

1. CATCH Des Moines Presentation

Greg Edwards President and CEO of CATCH Des Moines Addressed Council with an annual review of the economic impact of tourism in the metro. Edward noted great improvement in tourism since the pandemic. Trina Flack, Vice President of Sales at CATCH Des Moines, detailed the activity calendar, convention opportunities and upcoming events.

2. City of Grimes Budget Fiscal Year 2023-2024

Marcia Woodke, Finance Director, addressed Council stating that staff moved forward with Council direction from the February 14th Budget Workshop for Fiscal Year 2023-2024. Woodke stated the levy rate will be set at 11.07553, which is a reduction of .11355 cents from the current levy rate. She said they were able to lower the operational and benefit levy by just over .21 cents and add another 10 cents onto the debt levy. Woodke said the proposed budget funds almost 48 million in debt repayment, projects in the CIP, City operations, and equipment in the replacement schedule.
a. Mayor Mikkelsen opened the Public Hearing at 5:56 p.m. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:56 p.m.
Council Member Gisch said he knew there was some concern about lowering the levy rate too much, however, he is confident this budget addresses known costs and expenses, rather than speculative future costs.
Moved by Johansen, Second by Burger, to Approve the City of Grimes Budget Fiscal Year 2023-2024
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

3. Amending Grimes Section 9-15 (1B) for Collection of Recyclable Materials, Section 9-13-9 (1) with Regard to Collection of Solid Waste

Marcia Woodke, Finance Director stated that the City contracts with Metro Waste Authority to provide solid waste and recycling services. She informed the Council that recycling fees to the City are scheduled to increase by .22 cents per household beginning July 1, 2023, which is a 5% increase. Woodke said the proposed amendment passes this fee through to the resident and will set the new rate to $4.54 per month. She added the solid waste fees to the city will increase .40 cents per cart beginning July 1, 2023, which is a 4% increase making the new rate $11.13. Woodke said the proposed ordinance continues to fund a portion of the charges for the first cart per residence. She said storm water charges did not increase this

year. Woodke offered the example of what the total increase between water, wastewater, and solid waste for an average household using 4,000 gallons would look like, resulting in an increase of $4.12 per month.
a. Mayor Mikkelsen opened the Public Hearing at 6:02 p.m. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 6:02 p.m.
b. First Reading of Ordinance 778 Amending Fees under Grimes Code of Ordinance Section 9-15-6(1B) for Collection of Recyclable Materials, and Section 9-13-9(1) for Collection of Solid Waste.
Moved by Johansen, Second by Gisch, to approve the First Reading of Ordinance 778 Amending Fees Charged under Grimes Code of Ordinance Section 9-15-6(1B) for Collection of Recyclable Materials, and Section 9-13-9(1) for Collection of Solid Waste.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

4. Consider Partial Disposal of Property – Enterprise Water Tower Site
Alex Pfaltzgraff, Development Services Director, stated with the completion of the Enterprise Water Tower, a one acre portion of the lot was determined to not be needed for city purposes. Pfaltzgraff said a plan was developed to solicit bids for the property, and one bid had been received. He said the bid was provided by Adamantine Spine Moving company which had recently acquired the adjoining property. Pfaltzgraff said they have submitted development plans for the construction of a warehouse facility. He noted that within their response, they also provided a demonstration of funds for the acquisition, a plan for how the property will be utilized, as well as a general business plan. Pfaltzgraff said their offer is consistent with the appraisal that was ordered by the city last year.
a. Mayor Mikkelsen opened the Public Hearing at 6:10 p.m. Cliff Wallace, Co-Owner of Adamantine Spine Moving, thanked the Council for the opportunity to expand the location for his business. Being no additional written or oral comments, Mayor Mikkelsen closed the Public Hearing at 6:11 p.m.
b. Resolution 03-4323 Authorizing Purchase Agreement Negotiation – Enterprise Water Tower Site
Moved by Gisch, Second by Johansen, to Approve Resolution 03-4323 Authorizing Purchase Agreement Negotiation for the Enterprise Water Tower Site
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

5.General Obligation Urban Renewal Loan Agreement
Marcia Woodke, Finance Director, stated that Council authorized the addition of the Sports Complex Development Project as an Urban Renewal project on September 22nd, 2020, and updated the project on March 14, 2023. She added that Council authorized engineering for the GrimesPlex project in March 2022. Woodke stated that a work session was held on the project in April of 2022 and the Council subsequently approved an agreement to accept responsibility for, completion of, and eventual management for the GrimesPlex. She said the Council accepted a donation of $16,000,000 in land and a $12,000,000 monetary donation and all lease agreements from Hope Development and Realty and Reza Kargarzadeh in April 2022. Woodke said this loan agreement will allow the city to borrow funds to complete the GrimesPlex Project.
a. Public Hearing on Proposal to Enter into General Obligation Urban Renewal Agreement
Mayor Mikkelsen opened the Public Hearing at 6:14 p.m. Being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 6:14 p.m.
b. Resolution 03-4423 Taking Additional Action on Proposal to Enter into General Obligation Urban Renewal Loan Agreement
Moved by Johansen, Second by Borcherding, to Approve Resolution 03-4423 Taking Additional Action on Proposal to Enter into General Obligation Urban Renewal Loan Agreement
Roll Call: Ayes: All. Nays: None. Motion passes: 5- 0.

6. Resolution 03-3423 Setting a Date for Public Hearing to Consider Amending the Hope Commercial Planned Unit Development for April 25, 2023, at 5:30 pm

Alex Pfaltzgraff, Development Services Director, addressed the Council stating that since the Hope Commercial PUD was established in 2020, the City has taken over the construction of the Grimes Plex, no longer requiring the developer to construct the facility as a public improvement. He said a few Grimes Plex standards within the development agreement will be updated to reflect the actual number of sport fields, increase the minimum parking space requirement, and clarify signage requirements due to the anticipated sponsorships associated with the complex. Pfaltzgraff said the developer has submitted a request to adjust the ratio of residential vs. commercial acreage within the mixed-use portion of the development. Pfaltzgraff said the developer intends to construct a multi-family and townhome development which would exceed the current required ratio of residential development compared to commercial development within the mixed-use portion of the PUD. Pfaltzgraff said the density and number of multi-family units will remain the same as previously approved in the PUD, only the configuration and acreage percentages between residential and commercial will change. He said the developer has provided a revised PUD concept, conceptual elevations, and provided market justification from their broker as supporting materials for the PUD amendment request.

Moved by Gisch, Second by Burger, to Approve Resolution 03-3423 Setting a Date for Public Hearing to Consider Amending the Hope Commercial Planned Unit Development for April 25, 2023, at 5:30 pm
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

7. Resolution 03-4623 Setting Date of Public Hearing to Consider Amending Provisions of the Building and Property Regulations of the City of Grimes, Iowa, Regarding the Adoption of the Grimes Rental Program for April 25, 2023, at 5:30 pm

Alex Pfaltzgraff, Development Director, advised the Council that the City recently receiving official certification from the United State Census, that the population of the City of Grimes now exceeds 15,000 in population. He stated due to this increase a formal adoption of a rental housing program is required by the State of Iowa. Pfaltzgraff stated that staff have been conducting research on existing rental programs, collecting and evaluating data as it pertains to the existing rental housing stock, meeting with various stakeholders and our legal team, and drafting documents to aide in the deployment of the program. Pfaltzgraff advised the Council that we are now in a place to begin the approval process of the program.
Moved by Johansen, Second by Borcherding, to approve Resolution 03-4623 Setting Date of Public Hearing to Consider Amending Provisions of the Building and Property Regulations of the City of Grimes, Iowa, Regarding the Adoption of the Grimes Rental Program for April 25, 2023, at 5:30 pm.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

ADJOURN

There being no further business the meeting was adjourned at 6:25 p.m.
Motion by Gisch, Second by Johansen to adjourn.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

RESOLUTION NO. 04-0223 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 11th day of April 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

AMAZON CLAIMS 04/11/23

Charges	Amount	Description
Library	$368.66	Materials
	$43.97	Program supplies
	$34.67	Office Expense - hand soap
	$80.89	Safety Equipment - 1st Aid Supplies
	$59.95	Program supplies
	$36.98	Materials
	$116.22	Program supplies
	$741.34	

City of Grimes Claims 4 11 2023

CENTRAL PUMP AND MOTOR	AERATION BASIN BLOWER INSTALL	11,027.39
A KINGS THRONE LLC	PORTABLE RESTROOM LIONS PARK	516.8
AIA CORPORATION	DUTY UNIFORM	69.99
ALLENDER BUTZKE ENGINEERS	GEOTECHNICAL EXPLORATION	27,335.00
EUROFINS TESTAMERICA	STATE MANDATED LABS OF WW	2,049.00
BAKER & TAYLOR	LIBRARY MATERIALS	1,467.56
BLACK HILLS ENERGY	GAS	6,383.33
SHADRAN INDUSTRIAL & SANI	FEBRUARY JANITORIAL CITY HALL	806.67
BOMGAARS	PUBLIC WORKS/PARKS SUPPLIES	228.7
KOHLES & BACH, INC	FURNACE CHECK PW	190
CDW GOVERNMENT, INC.	WEBCAM / LAPTOP POWER ADAPT	641.48
CITY OF URBANDALE	WRA INSPECTION FEE #1 2023	50
CIVIL DESIGN ADVANTAGE	GRIMES PLEX PAYMENT #7	30,093.92
CLIVE POWER EQUIPMENT	KAWAKAKI MOWER	16,464.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CORE & MAIN	REPLACEMENT CURB STOP CAPS	146.04
CUMMINS SALES AND SERVICE	DIAG & RPR BOOSTER GENERATOR	483.46
SCOTT'S AUTO GLASS	PW TRUCK WINDSHIELD REPAIR	375
FAREWAY STORES, INC.	PW QTRLY EMP APPRCTN/BDAY	318.05
FASTENAL	SUPPLIES	510.93
EXCEL MECHANICAL CO	REPLACE WATER HEATER	1,615.21
GRAND CONSULTING	LIBRARY FIREWALL	755.99
GRIMES ASPHALT AND PAVING	COLD POTHOLE MIX	347.2
GRIMES CHAMBER & ECONOMIC	JAN/FEB/MAR 2023 ALLOCATION	52,508.00
HAWKINS INC.	CHLORINE FOR DRINKING WATER	6,444.90
RODAN OFFICE CLEANING	MARCH JANITORIAL - LIBRARY	630
HILLYARD	HERITAGE RESTROOM SUPPLIES	334
HOOPLA	LIBRARY MATERIALS	1,369.32
HOTSY CLEANING SYSTEMS, I	HOTSY REPAIR	1,885.00
IOWA DEPT OF REVENUE	MARCH WATER EXCISE/SALES TAX	22,998.20
INTEGRATEDPRINT SOLUTIONS	WINDOW ENVELOPES	596.1
IOWA DOT	REFLECTIVE BEADS- STREET PAINT	4,743.60
IOWA FIRE EQUIPMENT CO.	RECHARGE FIRE EXTINGUISHER	299
HEID CHERYL	LIBRARY CONFERENCE EXPENSES	106.5
WEAVER JOHN A	HBI FALL 22 AND SPRING 23	1,000.00
KLINE ELECTRIC INC	ST LIGHT INVESTIGATION NE 22ND	1,178.60
LEAF	COPIER CONTRACT - DS	303.59
WOODKE MARCIA	MILEAGE	53.75
LOGOED APPAREL & PROMOTION	STAFF APPAREL ALEX MILLER	466.88
MAIL SERVICES	MONTHLY REMINDERS	480.24
MARTIN MARIETTA AGGREGATE	BACKFILL FOR ROCK DRAINAGE	1,272.64
MEDIACOM	CITY HALL TV	69.34
METRO WASTE AUTHORITY	FEBRUARY CURB-IT FEE	20,156.72
MIDWEST AUTOMATIC FIRE SP	RESET SYSTEM	316
MIDAMERICAN ENERGY	ELECTRIC	48,045.40
MISSISSIPPI LIME CO.	QUICKLIME	6,673.68

MUNICIPAL SUPPLY, INC.	MXU RADIO READS	10,764.00
O'HALLORAN INTERNATIONAL	S201 MAINTENANCE	6,071.35
O'REILLY AUTO PARTS	IRON REMOVER	706.32
OFFICE DEPOT	OFFICE SUPPLIES	610.32
TRUE VALUE	COPIES OF KEYS FOR FACILITY	29.88
PETERSON PEST & TERMITE	PEST CONTROL	35
PLUMB SUPPLY CO. - DM	NORTH CONCESSION SINK	217.37
POLK COUNTY TREASURER	MARCH CONTRACT 2023	115,821.83
PROTEX CENTRAL, INC.	REMOTE ALARM MONITOR - LIBRARY	384
SNYDER & ASSOCIATES	IA HWY 44 TRIAL EXT #3/NE DEST #6	45,456.49
SPRAYER SPECIALTIES	GASKET REPAIR SUB PUMP	28.68
STIVERS FORD	P-107 TAIL LIGHT	448.61
THOMAS BUS SALES	TRAILER	11,854.00
UNITED CONTRACTORS, INC	SPECIAL BACKFILL ASPHALT	299.52
UNITED RENTALS	TRIPOD RENTAL	202
US WATER	MARCH 2023 CONTRACT	76,450.63
USA BLUE BOOK	SUPPLIES FOR TESTING WW	1,396.77
VESSCO, INC.	SPARE PUMP PARTS	599.44
VEENSTRA AND KIMM, INC.	WRA CONNECTOR PAYMENT #52	57,915.63
VAN MAANEN ELECTRIC, INC	TRAFFIC IMPROV #3/TRAFFIC SIG #5	52,272.19
VAN WALL EQUIPMENT	QUICK HITCH	761.09
WILLIAMS SCOTSMAN, INC	FD MOBILE OFFICE	376.45
CONTRACTOR SOLUTIONS	STORM DRAIN REPAIR @ WTP	2,706.69
ELM USA	DISC BUFFER	25
FINDAWAY WORLD LLC	LIBRARY MATERIALS	1,724.90
EFTPS	FED/FICA TAX	55,008.38
KANOPY INC	LIBRARY MATERIALS	36
CSG FORTE PAYMENTS, INC	CC FEES	4,260.46
PFALTZGRAFF ALEX	CONFERENCE PER DIEM/UBER	413.16
ESRI	SOFTWARE MAINTENANCE RENEWAL	27,831.23
AMERICAN TOPPER & ACCESSR	TOPPER FOR W118	4,790.00
MENARDS	SIGN SHOP RELOCATION/SUPPLIES	1,932.45
MI-FIBER, LLC	INTERNET	472.8
SAFETY-KLEEN SYSTEMS	DISPOSE OF USED OIL	257.2
BULK TRANSPORT CO EAST	DELIVERY OF LIME	2,377.51
COPY SYSTEMS INC	FD COPIER CONTRACT	106.18
SHANK CONSTRUCTORS INC	WRA CONNECTOR #4/MAIN REPAIR	424,312.99
DENMAN & COMPANY, LLP	AUDIT YEAR ENDED JUNE 30, 2022	3,900.00
VOYA	DEFERRED COMP	6,256.92
FOTH INFRASTRUCTURE & ENV	SE 11TH ST/S JAMES #6	73,807.58
AIG	DEFER COMP ROTH	822.5
HORACE MANN	DEFER COMP ROTH	325
MASSMUTUAL	DEFER COMP PRE	2,158.00
CHRISTENSEN DEVELOP 1 LLC	LIBRARY BUILDING CONSULTING	10,000.00
MICROMARKETING LLC	LIBRARY MATERIALS	106.22
ANKENY SANITATION	APRIL GARBAGE SERVICE	2,097.15
AIRGAS USA LLC	WELDING GAS	483.95

RENEWABLE ENERGY GROUP	FUEL	2,021.28
EBS	EMPLOYEE INSURANCE	3,779.31
ROTARY CLUB OF WEST POLK	QUARTERLY MEMBERSHIP DUES	145
XTREME TREE	TREE CLEARING & STUMP REMOVAL	11,745.00
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	40,751.37
IOWA TOTAL CARE	REFUNDS FOR OVER PAYMENT	4,140.77
BRADSHAW FOWLER PROCTOR	NEW FIRE STATION	1,250.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX	2,945.22
CONFLUENCE	WALLACE PARK PHASE ONE	6,536.60
SJ LOUIS CONSTRUCTION	WRA CONNECTOR CONTRACT 1	572,937.88
JESTER INSURANCE SERVICES	CYBER SECURITY INS 4/23-4/2024	14,089.50
S.M. HENTGES & SONS INC	WRA CONNECTOR - CONTRACT 2	1,098,062.07
EZ LINER	PAINT GUN FOR PAINT MACHINE	1,248.44
CITY OF GRIMES HSA	HSA DEDUCTION	344.23
SOYER, MICHELLE	YOGA 3-22-23 TO 4-26-23	468
AMAZON	MATERIALS/SUPPLIES	741.34
DES MOINES STEEL CO, INC	STEEL PARTS	157.28
SVPA ARCHITECTS	ARCHITECTUAL SERVICES- FIRE STATION	8,949.90
AUTMOW, LLC	GRIMESPLEX SPRAYER	37,850.00
US CELLULAR	HOTSPOTS - LIBRARY	287.4
MIDWEST TURF SUPPORT LLC	FIELD CHEMICALS	2,482.50
RAY, STEVEN	REFUND- OVER PAYMENT	112.9
SCOTT DANI	STORMWATER CLASS REIMBURSEMENT	65
GOLDSTAR PRODUCTS INC	CONCENTRATED WEED SPRAY	569.25
PSYCHOLOGY ASSOCIATES	PROACTIVE ANNUAL CHECK 22/23-FD	1,430.00
MANNEL MOLLY	CONFERENCE PER DIEM	355.5
DEPOSIT REFUNDS	REFUND DATE 04/03/2023	1,367.81
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	160,578.53
	CLAIMS TOTAL	**3,259,511.52**
	GENERAL FUND	467,732.57
	LIBRARY FUND FUND	28,719.16
	ROAD USE TAX FUND	22,115.89
	EMPLOYEE BENEFITS FUND	4,810.00
	CP - GRIMES COMMUNITY COM FUND	993.76
	WRA SANI SEWER PHASE 1 FUND	630,903.51
	HWY44 & COUNTY LN RD 2020 FUND	33,283.59
	ANNUAL SIGNAL IMPROVEMENT FUND	18,988.60
	GRIMES LIBRARY BLDG FUND FUND	10,858.05
	WRA SANI SWR PHASE 2 FUND	1,098,062.07
	WRA SANI SWR PHS 4 FUND	406,928.99
	WALLACE FARM FUND	6,536.60
	GRIMESPLEX FUND	30,093.92
	SE 11TH & JAMES FUND	73,807.58
	WATER PRODUCTION PROJECTS FUND	39,080.00
	NE DEST/NE BVRBROOKE IMP FUND	20,777.49
	HWY TRL EXT TO SCHOOL FUND	24,679.00
	FIRE STATION FUND	9,824.90

WATER FUND	139,860.67
WATER DEPOSITS FUND	536.1
SEWER FUND	152,171.83
LANDFILL/GARBAGE FUND	22,255.82
STORM WATER FUND	16,491.42
	3,259,511.52

GRIMES RESOLUTION 04-0323

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 11th DAY OF APRIL 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

001.170.6210 4,638.54
001.210.6210
740.815.6210 "
600.810.6210 "
610.815.6210 "
110.210.6210 "

001-170-6210
Esri maintenance
Quote program
$ 27,831.23

0026126902

Esri Inc
380 New York Street
Redlands CA 92373

202 33253 KH

Subject: Renewal Quotation

PAID

Date: 01/23/2023
To: Greg Jameson
Organization: City of Grimes
Development Services
Fax #: **Phone #:** 5159864050

From: Rosny Hang
Fax #: 909-307-3083 **Phone #:** + 19093691174 Ext. 1174
Email: rhang@esri.com

Number of pages transmitted (including this cover sheet): 5

Quotation #26126902
Document Date: 01/23/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

esri®
380 New York Street
Redlands, CA 92373
Phone: + 190936911741174
Fax #: 909-307-3083

Quotation

Date: 01/23/2023 **Quotation Number:** 26126902 **Contract Number:** SMALL GOVT ELA US

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Rosny Hang

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Grimes
Development Services
410 Se Main St Ste 102
Grimes IA 50111-2359
Attn: Greg Jameson

Customer Number: 620960
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
		Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.		
10	1	159047 ArcGIS Image Analyst for ArcGIS Pro Single Use Annual Subscription Start Date: 04/13/2023 End Date: 04/19/2024	331.23	331.23
1010	1	168177 Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription Start Date: 04/20/2023 End Date: 04/19/2024	27,500.00	27,500.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: + 190936911741174
Fax #: 909-307-3083

Quotation

Date: 01/23/2023 **Quotation Number:** 26126902 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#		Unit Price	Extended Price
		Subscription ID: 7051594372			

Item Subtotal		27,831.23
Estimated Tax		0.00
Total	**USD**	**27,831.23**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

380 New York Street
Redlands, CA 92373
Phone: + 190936911741174
Fax #: 909-307-3083

Quotation

Date: 01/23/2023 **Quotation Number:** 26126902 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

380 New York Street
Redlands, CA 92373
Phone: + 190936911741174
Fax #: 909-307-3083

Quotation

Date: 01/23/2023 **Quotation No:** 26126902 **Customer No:** 620960 **Contract No:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

__/__ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

610-815-6550
Rpr water main that feeds WW plant pumps

202.33312, k12

Invoice

SHANK CONSTRUCTORS, INC.
3501 - 85th AVENUE NORTH
BROOKLYN PARK, MN 55443-1997

Ph: 763-424-8300
Fax: 763-424-8303

Date: 03/30/23
Invoice #: 3357
PO #:
Terms: **DUE UPON RECEIPT**
Shipped:

PAID

Bill To:

US Water
1855 NE Park Drive
Grimes IA 50111

Ship To:

Attn: Nick Deardorff

Item	Part#		Unit	Quantity	Unit Price	Amount
1		Water Main Leak Repairs	lot	1	$17,384.00	$ 17,384.00

Total Amount	**$ 17,384.00**
State Tax on Material	ST-3 on file
Shipping	
Balance Due	**$ 17,384.00**

Message

#2205
Misc

PR PRICING REQUEST

CONTRACTOR:
Shank Constructors, Inc.
3501 85th Ave. N.
Brooklyn Park, MN 55443

PROJECT:
Grimes RO WTP
US Water
1855 NE Park Drive
Grimes IA 50111

OWNER:
Grimes RO WTP

SCI JOB NO.: #2205

DATE: 03/30/23

DESCRIPTION OF WORK: Water Main Leak Repairs

COST DESCRIPTION	SUB CONTRACTOR	SHANK CONSTRUCTORS	TOTAL
Direct Cost			
Cost of Work		$14,967	$14,967
Total Direct Cost	$0	$14,967	**$14,967**
Contractor's Fees			
Markup on Subcontractor - 5%			$0
Markup on SCI - 15%			$2,245
Total Direct Cost & Fees			**$17,212**
Supplement Costs			
Bonds & Insurances - 1%			$172
GRAND TOTAL			**$17,384**

The cost of this change order includes only those direct costs which can be identified at this time. There are no red-line drawings of the changes, impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time and expect to be paid for those costs.

Direct Job Time Extension:

SHANK CONSTRUCTORS, INC.

City of Grimes-RO WTP

CPR Itemized Breakdown

Water Main Leak Repairs			Material		Labor	
Size	Description	Qty.	Unit	Total	Unit	Hours
	Misc Material-Sleeves, Valves, Etc	1	2972.23	$2,972.23		
	Leak Detection Services	1	850.00	$850.00		
	Rental of Mini Excavator	1	2225.60	$2,225.60		
	Trench Labor	1			25.00	25.0
	Plate Compactor Labor	1			15.00	15.0
	Ducticle Iron Labor	1			27.00	27.0
	Transportation to Site	1	$50.00	$50.00		
	Consumable Tools	1	$494.13	$494.13		
	Non-Productive Supervision\New Layout\Redesign		$50.00			
	Change Docum., Drwgs, Schedule & As-Built Costs					
	TOTALS			$6,591.96		67.0
	Labor Rate		$125.00			
	Labor Total			$8,375.00		
	Sales Tax - 6.875%			ST-3 on file		
	TOTAL MATERIAL & LABOR			**$14,966.96**		

DATE
4/05/23
TIME
09:18
SALESMAN
031/031
STORE
1

Terminal: 11

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

20233200 BRB

001.43.6507

INVOICE
727275
P/O NUMBER
20233200
WORK ORDER
PAGE
1 of 1

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

Tax Exempt # 42.6004731

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

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

Shipped VIA: CUST PICK UP

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		EXQ	LZX921GKA726Q1 SN-414741486	31HP KAW 72IN ADP LAZ 1.	21533.00	15519.00	15519.00
1	1		EXM	116-6656	KIT STRIPER VERT ADJU	695.19	506.00	506.00
1	1		EXM	116-8431	OCD, FOOT	603.89	439.00	439.00
1	1		EXQ	INVOICE-BID	BID		0.00	0.00

DUPLICATE COPY
CHARGE SALE

SUB TOTAL	16464.00
MISC	0.00
LABOR	0.00
Tax: 7.000	0.00
DOWN PAYMENT	
INVOICE TOTAL	16464.00

REC'D APR 03 2023

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

INVOICE

Invoice Number:	SI69366
Invoice Date:	3/31/2023
Due Date	4/30/2023

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

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

		Customer ID	C00136
Job Number:	J01229	P.O. Number	
Job Description:	City of Grimes	WA:	

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
3/31/2023	Monthly Compensation as per the O&M Agreement Monthly Contract Operations for March 2023	0052	1	Each	76,450.63	76,450.63

PAID

600.810.6499
610.815.6499

38225.31

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

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

610-815-6394
Hauling Sludge to WRA

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

Invoice 19855

PAID

20233289

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	03/25/2023	$28,075.71	04/24/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/21/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
03/21/2023	NHMC-Non-Haz	232,780 Pounds Collected	232,780	0.0073	1,699.29
03/22/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
03/22/2023	NHMC-Non-Haz	188,160 Pounds Collected	188,160	0.0073	1,373.57
03/23/2023	NHMC-Non-Haz	Non-Hazard Material Collection-5 Load(s)	5	425.00	2,125.00
03/23/2023	NHMC-Non-Haz	230,640 Pounds Collected	230,640	0.0073	1,683.67
03/24/2023	NHMC-Non-Haz	Non-Hazard Material Collection-2 Load(s)	2	425.00	850.00
03/24/2023	NHMC-Non-Haz	96,340 Pounds Collected	96,340	0.0073	703.28
03/25/2023	NHMC-Non-Haz	Non-Hazard Material Collection-9 Load(s)	9	475.00	4,275.00
03/25/2023	NHMC-Non-Haz	447,760 Pounds Collected	447,760	0.0073	3,268.65
03/26/2023	NHMC-Non-Haz	Non-Hazard Material Collection-10 Load(s)	10	475.00	4,750.00
03/26/2023	NHMC-Non-Haz	482,500 Pounds Collected	482,500	0.0073	3,522.25

TOTAL DUE $28,075.71

THANK YOU.

610-815-6399
Hauling Sludge to WRA

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

Invoice 19747

PAID

20233290 KH

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	03/18/2023	$12,435.66	04/17/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/13/2023	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
03/13/2023	NHMC-Non-Haz	Pounds Collected	146,160	0.0073	1,066.97
03/14/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
03/14/2023	NHMC-Non-Haz	Pounds Collected	189,580	0.0073	1,383.93
03/15/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
03/15/2023	NHMC-Non-Haz	Pounds Collected	192,580	0.0073	1,405.83
03/16/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
03/16/2023	NHMC-Non-Haz	Pounds Collected	188,640	0.0073	1,377.07
03/19/2023	NHMC-Non-Haz	Non-Hazard Material Collection-1 Load(s)	1	475.00	475.00
03/19/2023	NHMC-Non-Haz	48,200 Pounds Collected	48,200	0.0073	351.86

TOTAL DUE $12,435.66

THANK YOU.

-600-810-6503
mxu radio reads
REC'D MAR 2 0 2023

Invoice

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

INVOICE NUMBER: 0864396-IN
INVOICE DATE: 3/16/2023

ORDER NUMBER: 0117554
ORDER DATE: 5/4/2022
SHIP DATE: 3/15/2023
SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

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

262.33295 LH

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

PAID

BUYER:

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

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
M510MF13W3WMI DUAL PORT WIRED SMART POINT	EACH	486.00	54.00	432.00	199.00	10,746.00

ORDER# 117554

mw

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

Net Invoice:	10,746.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	10,746.00

** Electronic Ticket **

Metro Waste Authority

P.O. Box 4847
Des Moines, IA 50305
www.mwatoday.com

212
CITY OF GRIMES
ACCOUNTS PAYABLE
101 N HARVEY
GRIMES, IA 50111-2180

SITE	TICKET	GRID	WEIGHMASTER
07	70022679		SJAMES

DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
03/29/23	03/29/23	11:30	11:30		

REFERENCE	ORIGIN
FEBRUARY	

Manual Gross Wt. 0
Manual Tare Wt. 0
Net Weight 0

Charge Ticket

Thank You For Your Business

QTY	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
4446.00	EACH	MONTHLY CURB-IT FEE	4.32	19206.72	0.00	19206.72

Sales Tax 0.00
Local Tax 0.00
0.00
0.00

PAID

CHARGE
19206.72
TENDER
CHANGE
CHECK #

Comments
Comments
Comments CURB IT!
Comments

SIGNATURE:_____

POLK COUNTY

POLK COUNTY

INVOICE

Date: 4/3/2023
Invoice Date: 4/3/2023
Invoice No: 11021

CITY OF GRIMES
ATTN: CITY CLERK
101 N. HARVEY STREET
GRIMES IA 50111

Remit To:

POLK COUNTY AUDITOR'S OFFICE
CENTRAL ACCOUNTING DIVISION:RM 315
ADMINISTRATIVE OFFICE BUILDING
111 COURT AVENUE
DES MOINES, IA 50309

Account: 32857

Contact: NICOLE MARTINSON
(515) 286-3818
Nicole.Martinson@polkcountyiowa.gov

Item	Due Date	Description	Amount
001	5/3/2023	GRIMES LE CONTRACT 3/23	115,821.83

001.110.6413

PAID

Total Due **115,821.83**

Make checks payable to: **POLK COUNTY TREASURER**

Thank you for your prompt payment.

4:16 pm, Apr 04, 2023

Curtis Pion
Business Manager, PCSO

POLK COUNTY SHERIFF'S OFFICE
Contract Law Enforcement Log

Grimes Contract Security Detail					March	FY 22/23
					Hours	1599
					Minutes	49
Unit #	Date	In	Out	Remarks - CFS #	Hrs. & Min.	Minutes
108	Wednesday, March 1, 2023	0:00	6:48		6:48	408
75	Wednesday, March 1, 2023	0:00	6:48		6:48	408
139	Wednesday, March 1, 2023	6:47	14:43		7:56	476
132	Wednesday, March 1, 2023	6:47	14:46		7:59	479
20	Wednesday, March 1, 2023	9:11	9:50	PCS23010193	0:39	39
17	Wednesday, March 1, 2023	11:53	12:30		0:37	37
188	Wednesday, March 1, 2023	14:39	22:52		8:13	493
128	Wednesday, March 1, 2023	14:43	22:45		8:02	482
70	Wednesday, March 1, 2023	15:06	16:30		1:24	84
114	Wednesday, March 1, 2023	19:24	19:35		0:11	11
108	Wednesday, March 1, 2023	22:30	0:00		1:30	90
75	Wednesday, March 1, 2023	22:32	0:00		1:28	88
108	Thursday, March 2, 2023	0:00	6:41		6:41	401
75	Thursday, March 2, 2023	0:00	6:41		6:41	401
52	Thursday, March 2, 2023	3:06	3:16		0:10	10
60	Thursday, March 2, 2023	6:30	14:45		8:15	495
132	Thursday, March 2, 2023	6:33	14:45		8:12	492
179	Thursday, March 2, 2023	8:00	8:54		0:54	54
188	Thursday, March 2, 2023	14:42	22:58		8:16	496
128	Thursday, March 2, 2023	14:51	22:49		7:58	478
140	Thursday, March 2, 2023	17:18	18:37	grimes city meeting	1:19	79
75	Thursday, March 2, 2023	22:31	0:00		1:29	89
63	Thursday, March 2, 2023	22:33	0:00		1:27	87
63	Friday, March 3, 2023	0:00	6:42		6:42	402
75	Friday, March 3, 2023	0:00	6:42		6:42	402
129	Friday, March 3, 2023	6:29	14:48		8:19	499
132	Friday, March 3, 2023	6:34	8:25		1:51	111
60	Friday, March 3, 2023	8:25	10:35		2:10	130
132	Friday, March 3, 2023	10:21	14:37		4:16	256
188	Friday, March 3, 2023	14:26	22:46		8:20	500
185	Friday, March 3, 2023	14:28	15:32		1:04	64
185	Friday, March 3, 2023	15:38	20:04		4:26	266
107	Friday, March 3, 2023	20:04	22:13		2:09	129
185	Friday, March 3, 2023	21:16	22:33		1:17	77
75	Friday, March 3, 2023	22:32	0:00		1:28	88
63	Friday, March 3, 2023	22:32	0:00		1:28	88
63	Saturday, March 4, 2023	0:00	6:44		6:44	404
75	Saturday, March 4, 2023	0:00	7:08		7:08	428
129	Saturday, March 4, 2023	6:33	14:47		8:14	494
142	Saturday, March 4, 2023	6:43	14:44		8:01	481
130	Saturday, March 4, 2023	11:51	12:47		0:56	56
188	Saturday, March 4, 2023	14:30	17:00		2:30	150
185	Saturday, March 4, 2023	14:30	22:48		8:18	498
188	Saturday, March 4, 2023	17:32	22:52		5:20	320
75	Saturday, March 4, 2023	22:24	0:00		1:36	96
63	Saturday, March 4, 2023	22:24	0:00		1:36	96
75	Sunday, March 5, 2023	0:00	6:40		6:40	400
63	Sunday, March 5, 2023	0:00	6:39		6:39	399
184	Sunday, March 5, 2023	3:28	4:01	PCS23010957	0:33	33
129	Sunday, March 5, 2023	6:17	17:57		11:40	700
93	Sunday, March 5, 2023	6:38	14:53		8:15	495
185	Sunday, March 5, 2023	14:35	23:06		8:31	511
188	Sunday, March 5, 2023	14:35	22:42		8:07	487
90	Sunday, March 5, 2023	20:10	22:30		2:20	140
117	Sunday, March 5, 2023	20:21	21:09		0:48	48
108	Sunday, March 5, 2023	22:26	0:00		1:34	94

POLK COUNTY SHERIFF'S OFFICE
Contract Law Enforcement Log

Grimes Contract Security Detail					March	FY 22/23
					Hours	1599
					Minutes	49
Unit #	Date	In	Out	Remarks - CFS #	Hrs. & Min.	Minutes
108	Friday, March 10, 2023	0:00	7:03		7:03	423
191	Friday, March 10, 2023	3:48	5:04		1:16	76
14	Friday, March 10, 2023	3:18	4:14	PCS23011756	0:56	56
147	Friday, March 10, 2023	3:20	4:14	PCS23011756	0:54	54
132	Friday, March 10, 2023	6:35	14:30		7:55	475
60	Friday, March 10, 2023	6:35	15:08		8:33	513
128	Friday, March 10, 2023	14:21	22:55		8:34	514
188	Friday, March 10, 2023	14:21	22:55		8:34	514
141	Friday, March 10, 2023	15:52	16:32		0:40	40
185	Friday, March 10, 2023	20:38	20:51		0:13	13
141	Friday, March 10, 2023	20:39	21:00		0:21	21
63	Friday, March 10, 2023	22:38	0:00		1:22	82
75	Friday, March 10, 2023	22:40	0:00		1:20	80
75	Saturday, March 11, 2023	0:00	6:44		6:44	404
63	Saturday, March 11, 2023	0:00	6:43		6:43	403
129	Saturday, March 11, 2023	6:32	14:48		8:16	496
60	Saturday, March 11, 2023	6:36	12:12		5:36	336
37	Saturday, March 11, 2023	7:35	8:54		1:19	79
85	Saturday, March 11, 2023	12:12	14:04		1:52	112
60	Saturday, March 11, 2023	13:37	14:37		1:00	60
188	Saturday, March 11, 2023	14:37	22:53		8:16	496
75	Saturday, March 11, 2023	22:39	0:00		1:21	81
63	Saturday, March 11, 2023	22:39	0:00		1:21	81
185	Saturday, March 11, 2023	14:37	22:46		8:09	489
63	Sunday, March 12, 2023	0:00	7:28		7:28	448
75	Sunday, March 12, 2023	0:00	6:38		6:38	398
60	Sunday, March 12, 2023	6:25	14:59		8:34	514
93	Sunday, March 12, 2023	6:19	14:45		8:26	506
185	Sunday, March 12, 2023	14:40	22:49		8:09	489
188	Sunday, March 12, 2023	14:40	22:51		8:11	491
108	Sunday, March 12, 2023	22:27	0:00		1:33	93
75	Sunday, March 12, 2023	22:31	0:00		1:29	89
108	Monday, March 13, 2023	0:00	6:42		6:42	402
75	Monday, March 13, 2023	0:00	7:00		7:00	420
14	Monday, March 13, 2023	1:54	2:35	PCS23012209	0:41	41
154	Monday, March 13, 2023	2:20	5:26		3:06	186
142	Monday, March 13, 2023	6:29	13:27		6:58	418
129	Monday, March 13, 2023	6:21	13:27		7:06	426
179	Monday, March 13, 2023	13:12	13:37	PCS23012293	0:25	25
20	Monday, March 13, 2023	13:27	15:12	PCS23012293	1:45	105
157	Monday, March 13, 2023	13:27	15:12	PCS23012293	1:45	105
130	Monday, March 13, 2023	13:27	13:37	PCS23012293	0:10	10
51	Monday, March 13, 2023	13:45	15:25	PCS23012293	1:40	100
93	Monday, March 13, 2023	13:46	14:29		0:43	43
188	Monday, March 13, 2023	14:00	23:03		9:03	543
185	Monday, March 13, 2023	14:09	22:48		8:39	519
177	Monday, March 13, 2023	15:20	16:04		0:44	44
108	Monday, March 13, 2023	22:21	0:00		1:39	99
146	Monday, March 13, 2023	22:21	0:00		1:39	99
108	Tuesday, March 14, 2023	0:00	6:55		6:55	415
146	Tuesday, March 14, 2023	0:00	6:44		6:44	404
75	Tuesday, March 14, 2023	1:03	1:16	pcs23012386	4:20	260
52	Tuesday, March 14, 2023	4:30	5:23	pcs2301406	1:39	99
75	Tuesday, March 14, 2023	5:29	6:09		9:18	558
129	Tuesday, March 14, 2023	6:32	14:47		8:13	493
132	Tuesday, March 14, 2023	6:32	14:45		8:13	493

POLK COUNTY SHERIFF'S OFFICE
Contract Law Enforcement Log

Grimes Contract Security Detail					March	FY 22/23
					Hours	1599
					Minutes	49
Unit #	Date	In	Out	Remarks - CFS #	Hrs. & Min.	Minutes
185	Sunday, March 19, 2023	14:39	22:47		8:08	488
188	Sunday, March 19, 2023	14:39	22:49		8:10	490
75	Sunday, March 19, 2023	22:25	23:59		1:34	94
63	Monday, March 20, 2023	0:00	6:39		6:39	399
75	Monday, March 20, 2023	0:00	6:39		6:39	399
85	Monday, March 20, 2023	6:28	14:45		8:17	497
131	Monday, March 20, 2023	6:34	14:45		8:11	491
93	Monday, March 20, 2023	7:18	8:32		1:14	74
185	Monday, March 20, 2023	14:44	20:32		5:48	348
134	Monday, March 20, 2023	14:45	22:40		7:55	475
141	Monday, March 20, 2023	20:28	21:22		0:54	54
185	Monday, March 20, 2023	21:08	22:53		1:45	105
63	Monday, March 20, 2023	22:33	23:59		1:26	86
75	Monday, March 20, 2023	22:33	23:59		1:26	86
63	Tuesday, March 21, 2023	0:00	6:43		6:43	403
75	Tuesday, March 21, 2023	0:00	6:43		6:43	403
94	Tuesday, March 21, 2023	6:36	14:41		8:05	485
60	Tuesday, March 21, 2023	6:40	12:48		6:08	368
131	Tuesday, March 21, 2023	8:41	9:15		0:34	34
131	Tuesday, March 21, 2023	13:13	14:26		1:13	73
60	Tuesday, March 21, 2023	13:58	14:26		0:28	28
185	Tuesday, March 21, 2023	14:41	22:47		8:06	486
90	Tuesday, March 21, 2023	14:50	23:00		8:10	490
108	Tuesday, March 21, 2023	22:28	0:00		1:32	92
63	Tuesday, March 21, 2023	22:30	0:00		1:30	90
108	Wednesday, March 22, 2023	0:00	6:51		6:51	411
63	Wednesday, March 22, 2023	0:00	6:51		6:51	411
126	Wednesday, March 22, 2023	6:42	14:46		8:04	484
132	Wednesday, March 22, 2023	6:42	14:54		8:12	492
67	Wednesday, March 22, 2023	13:39	15:55		2:16	136
128	Wednesday, March 22, 2023	14:39	22:42		8:03	483
185	Wednesday, March 22, 2023	15:35	22:32		6:57	417
119	Wednesday, March 22, 2023	14:46	15:42		0:56	56
89	Wednesday, March 22, 2023	13:39	15:56		2:17	137
119	Wednesday, March 22, 2023	19:37	21:55	pcs23013772	2:18	138
140	Wednesday, March 22, 2023	19:15	19:54	pcs23013772	0:39	39
108	Wednesday, March 22, 2023	22:29	0:00		1:31	91
63	Wednesday, March 22, 2023	22:32	0:00		1:28	88
108	Thursday, March 23, 2023	0:00	7:17		7:17	437
63	Thursday, March 23, 2023	0:00	6:51		6:51	411
132	Thursday, March 23, 2023	6:37	14:40		8:03	483
93	Thursday, March 23, 2023	6:37	13:07		6:30	390
94	Thursday, March 23, 2023	13:07	14:05		0:58	58
93	Thursday, March 23, 2023	14:05	14:45		0:40	40
185	Thursday, March 23, 2023	14:26	23:00		8:34	514
128	Thursday, March 23, 2023	14:36	22:40		8:04	484
140	Thursday, March 23, 2023	18:23	18:50		0:27	27
108	Thursday, March 23, 2023	22:24	0:00		1:36	96
49	Thursday, March 23, 2023	22:29	0:00		1:31	91
108	Friday, March 24, 2023	0:00	7:03		7:03	423
49	Friday, March 24, 2023	0:00	6:57		6:57	417
58	Friday, March 24, 2023	6:53	15:11		8:18	498
132	Friday, March 24, 2023	6:57	14:41		7:44	464
36	Friday, March 24, 2023	14:40	22:52		8:12	492
128	Friday, March 24, 2023	14:46	22:47		8:01	481
108	Friday, March 24, 2023	22:32	0:00		1:28	88

POLK COUNTY SHERIFF'S OFFICE
Contract Law Enforcement Log

Grimes Contract Security Detail					March	FY 22/23
					Hours	1599
					Minutes	49
Unit #	Date	In	Out	Remarks - CFS #	Hrs. & Min.	Minutes
141	Wednesday, March 29, 2023	14:48	15:05		0:17	17
63	Wednesday, March 29, 2023	22:35	0:00		1:25	85
108	Wednesday, March 29, 2023	22:35	0:00		1:25	85
63	Thursday, March 30, 2023	0:00	6:48		6:48	408
108	Thursday, March 30, 2023	0:00	6:46		6:46	406
93	Thursday, March 30, 2023	6:32	14:42		8:10	490
60	Thursday, March 30, 2023	6:36	14:52		8:16	496
185	Thursday, March 30, 2023	14:26	22:39		8:13	493
128	Thursday, March 30, 2023	14:50	17:03		2:13	133
128	Thursday, March 30, 2023	18:38	19:12		0:34	34
117	Thursday, March 30, 2023	19:23	20:53		1:30	90
90	Thursday, March 30, 2023	19:29	22:05		2:36	156
108	Thursday, March 30, 2023	22:36	0:00		1:24	84
63	Thursday, March 30, 2023	22:40	0:00		1:20	80
108	Friday, March 31, 2023	0:00	6:59		6:59	419
63	Friday, March 31, 2023	0:00	6:46		6:46	406
129	Friday, March 31, 2023	7:51	12:29		4:38	278
93	Friday, March 31, 2023	6:45	15:07		8:22	502
126	Friday, March 31, 2023	6:48	7:51		1:03	63
107	Friday, March 31, 2023	12:29	13:06		0:37	37
129	Friday, March 31, 2023	13:06	14:45		1:39	99
185	Friday, March 31, 2023	14:20	22:45		8:25	505
128	Friday, March 31, 2023	14:22	22:42		8:20	500
140	Friday, March 31, 2023	19:52	20:44		0:52	52
108	Friday, March 31, 2023	22:29	0:00		1:31	91
63	Friday, March 31, 2023	22:32	0:00		1:28	88
ADD LINES ABOVE						
						95,989
					Hours	1599
					Minutes	49

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

Invoice

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1349	04/01/2023	$10,000.00	05/01/2023	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Consulting	March 2023	1	10,000.00	10,000.00

BALANCE DUE **$10,000.00**

PAID

Autmow

41 Israel St
Westerville Ohio 43081

Invoice

 # I183369

Balance Due
$37,850.00

20232894 BMS

001.470.6710

PAID

Bill To
City of Grimes
Alex Miller
101 NE Harvey St
Grimes Iowa 50111

Invoice Date :	02.22.2023
Terms :	Custom
Due Date :	04.21.2023
P.O.# :	PO - 20232894

#	Item & Description	Qty	Rate	Amount
1	TinyLineMarker ProX SKU : TLMPro Who Is This Line Marker For? We recommend TinyLineMarker Pro to large sports clubs/teams, municipalities and service providers with many paint jobs and a variety of different sports fields to look after. The robust and versatile robot will prove to be an efficient and non-demanding co-worker that just keeps on delivering. Key Specifications • Autonomous: Fully automatic and able to paint between fixed goal posts • Fast: New 11v11 soccer field in 20 minutes • Capacity: Battery will last for a full day's work, paint 10L capacity • Reliable: 1-2 cm precision every time for initial marking and remarking • Easy to use because of intuitive tablet solution	1	34,000.00	34,000.00
2	Annual Software & Connectivity SKU : TLMAW Includes: Unlimited Tech Support, Software Updates, Cloud Storage, RTK Account Access, Cellular SIM Card fees.	1	1,850.00	1,850.00

mw

From
Alex Miller
Alex Miller

Payment Stub

#	:	I183369
Invoice Date	:	02.22.2023
Balance Due	:	$37,850.00

Amount Enclosed	

AUTMOW
41 ISRAEL ST
WESTERVILLE OHIO 43081

REC'D MAR 23 2023

Grimes Chamber & Economic Development

404 SE 2nd Street
Suite 200

Invoice

Date	Invoice #
3/22/2023	912

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

Item	Description	Amount
Economic Development (...	Economic Development Consulting Services (January, February, March 2023)	52,508.00

001.520.6413

Thank you for your ongoing partnership.

Total	$52,508.00
Balance Due	$52,508.00

(515) 986-5770 | www.grimesiowa.com

INVOICE

JESTER
INSURANCE SERVICES

303 WATSON POWELL JR. WAY, SUITE 300
DES MOINES, IOWA 50309-1724
515. 243. 2707 Office
515. 243. 6862 Fax
WWW.JESTERINSURANCE.COM

Customer	City of Grimes
Acct #	2813
Date	03/31/2023
Customer Service	Heith Hockenberry Debra Pekarek
Page	1 of 1

Payment Information	
Invoice Summary	$ 14,089.50
Payment Amount	
Payment for:	Invoice#38402
IAMCFC006	

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

Thank You

Please detach and return with payment

Customer: City of Grimes

Invoice	Effective	Transaction	Description	Amount
38402	04/01/2023	Renew policy	Policy #IAMCFC006 04/01/2023-04/01/2024 CFC Underwriters Commercial Cyber and Privacy Liability - Renew policy Surplus Lines Tax - Renew policy Due Date: 4/21/2023	 13,950.00 139.50

You can now pay online. To make an online payment, please go to https://jesterinsurance.epaypolicy.com

Total
$ 14,089.50

Thank You

Jester Insurance Services 303 Watson Powell Jr Way Suite 300 Des Moines, IA 50309	(515)243-2707 accounting@jesterinsurance.com	**Date** 03/31/2023

v600-810-6504 trailer

THOMAS BUS SALES
5636 N.E. 14TH STREET
DES MOINES, IA 50313
P: (800) 362-2092

BILL TO
CITY OF GRIMES - 11876
101 N. HARVEY
GRIMES, IA 50111
P:
F:

DELIVER TO
CITY OF GRIMES - 11876
101 N. HARVEY
GRIMES, IA 50111
P:
F:

202 33260 EH

SALES INVOICE: M100006009:01

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
4/3/2023	INVOICED	4/3/2023	4/3/2023	Josh Si	MA23076 LINE 4

PAID

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	PRICE
2023 - R & M - EC 8.5 X 20	55ZR1EC26P1011032	
	Vehicle - Price	11,854.00
	PO# MA 23076 LINE 4	
	Total Price:	$11,854.00

State contract pricing

SALES PRICE		$11,854.00
TAX	+	$0.00
TOTAL PRICE	=	$11,854.00
LESS TRADE IN	-	$0.00
LESS DOWNPAYMENT	-	$0.00
UNPAID BALANCE	=	**$11,854.00**

x
Buyer Signature

Date

x
Seller Signature

Date

Please Remit Payment To:
THOMAS BUS SALES
5636 N.E. 14TH STREET
DES MOINES, IA 50313

RESOLUTION NO. 04-0423

RESOLUTION APPROVING STATE OF IOWA ALCOHOL LICENSES

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

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

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

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

PASSED AND APPROVED this 11th day of April 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

Council Meeting April 11, 2023

ABD LICENSE RENEWAL

1. **Spirits Liquor: 109 E. 1st Street:** Class E Liquor, Sunday Sales

2. **Casey's General Store #2520: 206 E. 1st Street:** Class E Retail Liquor License & Sunday Sales

3. **Premier Nail Bar:** 1101 East 1 Street #103: Class C Retail, Sunday Sales

CITY OF GRIMES

ALCOHLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Spirits Liquor
Establishment Address: 109 E. 1st Street

License Class: [X] Class E Retail

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

New ☐ [Renewal X]

Fire Department Approval

Fire Inspection Date: 3/30/2023

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Planning Signature: _____

CITY OF GRIMES

ALCOHLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Casey's General Store #2520

Establishment Address: 206 E. 1st Street

License Class: [X] Class E Retail

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

New ☐ [Renewal X]

Fire Department Approval

Fire Inspection Date: 3/30/2023

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Building Official Signature: _____

Planning Approval

Approval: Yes ☐ No ☐

Reason for not approving: NA

Planning Signature: _____

CITY OF GRIMES

ALCOHLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Premier Nail Bar

Establishment Address: 1101 East 1st Street # 103

License Class: [X] Class E Retail

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

New [ ] Renewal [X]

Fire Department Approval

Fire Inspection Date: 3/30/2023

Approval: Yes [X] No [ ]

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval

Approval: Yes [ ] No [ ]

Reason for not approving: NA

Building Official Signature: _____

Planning Approval

Approval: Yes [ ] No [ ]

Reason for not approving: NA

Planning Signature: _____

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

PROCLAMATION FOR ARBOR DAY

WHEREAS, The City of Grimes strives to maintain a healthy natural environment for its citizen and Guests: and

WHEREAS, The Urban Forest is one of Grimes most valuable natural resources that increases property values, decreases energy costs, improves air and water quality, reduces storm water runoff, and decreases soil erosion; and

WHEREAS, The Urban Forest reduces noise levels, creates wildlife habitat, increases recreational opportunities, improves health and well-being, increases community pride, and helps make our community a more pleasant place to live and work; and

WHEREAS, The protection and preservation of our urban forest, for the benefit of citizenry today and future generations, depends on the City of Grimes; and

WHEREAS, The City of Grimes desires to continue or reforestation and management programs toward ensuring the future of our Urban Forest Trees

Now, therefore I, Mayor Scott Mikkelsen, on behalf of the City Council and the citizens of Grimes, do hereby proclaim the last Friday in April as Arbor Day and urge the citizens of Grimes to recognize Arbor Day and to support efforts to plant, maintain, and celebrate our urban forest.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Grimes, Iowa to be affixed this 11th day of April, 2023.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 04/11/2023

AGENDA ITEM: Approval of Dallas Center Grimes Softball Club, Dallas Center Grimes Baseball Club and Dallas Center Grimes Soccer Club 2023 facility use agreements.

BACKGROUND: Over the winter discussions were held with Dallas Center Grimes Softball Club, Dallas Center Grimes Baseball Club and Dallas Center Grimes Soccer Club. These discussions covered the fee to use the North and South Complexes and the dates of use.

It was agreed that each of the three clubs will pay $5 per player and will use the facilities beginning approximately April 1. The DCG Soccer Club and Softball Club will use fields throughout most of the fall, while Baseball Club use ends in late July.

Due to a generous donation the Baseball Clubs agreement goes through 2026.

BUDGETARY CONSIDERATIONS:

Revenue estimates:

DCG Baseball Club:	Approximately 475 participants at $5 =	$2375
DCG Softball Club:	Approximately 175 participants at $5 =	$875
DCG Soccer Club:	Approximately 500 participants at $5 =	$2500
TOTAL		$5750

STRATEGIC PLANNING:
Prioritized Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Staff recommends implementing proposed GrimesPlex fee rates.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Brian Becker
Return to: Brian Becker

RESOLUTION TO ENTER INTO A SPORTS COMPLEX FACILITY AGREEMENTS FOR USE OF THE GRIMES NORTH AND SOUTH SPORTS COMPLEX

Grimes Resolution No. 04-0523

WHEREAS, the City of Grimes (Grimes) has established sports park facilities for team competition including baseball, softball and soccer; and,

WHEREAS, these sports park facilities were developed, in part, for use by local sports associations for practice and games;

WHEREAS, Grimes Parks and Recreation Department and the Grimes Parks and Recreation Board are recommending that the attached South Complex Facility Use Agreements be approved for use of the Grimes South Sports Complex by Dallas-Center Grimes Baseball Club, Grimes Soccer Club and North Sports Complex by Grimes Softball Club, and that each of these organizations have the privilege of access to a Grimes South Sports Complex pursuant to the terms of the attached agreements;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Grimes enter into the attached Sport Complex Facility Use Agreements, and that Grimes Park Director Brian Becker is authorized to sign the attached agreements on behalf of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 11th day of April, 2023, and approved by the Mayor on the 11th day of April, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

CITY OF GRIMES
PARKS AND RECREATION DEPARTMENT
Grimes North Complex Facility Use Agreement
Dallas Center Grimes Softball Association

THIS FACILITY USE AGREEMENT (Agreement) entered into on March 14, 2023. **Dallas Center Grimes Softball Association** ("USER") for rental of a portion of the CITY owned Grimes North Complex Facility, located at 700 NW27th Street, Grimes, Iowa, by the USER, under the following terms:

I. The term of this Agreement shall be from April 1, 2023 to October 20, 2023. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the fields listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.

II. The USER agrees to do the following as consideration for this Agreement:

A. Deliver to the Parks and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:

1. A signed copy of this Agreement; and
2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
3. Payment of field rental charges and fees calculated under Section VIII at least 7 days before first date of use.

B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the North Complex, as the same may be amended from time to time, including those listed on page 7 of this Agreement ("the Rules").

C. Keep the facility in a clean condition after each session or period of use, including removal of trash from the fields and dugouts, raking bases, pitching mounds, and heavily used areas after each use to remove holes and divots.

D. Be responsible for Practices or League play as follows:

1. Provide a copy of all marketing and advertising materials and signage, vehicles and banners to be displayed or posted at the Grimes North Complex at least 14 days prior to use or distribution for review and approval by the Parks and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written approval of the Director or his designee prior to display or posting. The

CITY reserves the right to deny use of sponsorship names/logos which conflict with any other sponsorships at other City facilities.

2. Submit a schedule of field use times for approval to the Recreation Manager at least 10 days prior to use.

3. USER shall have sole responsibility of managing and supervising its softball games and practices and all related activities to be conducted at the North Complex, including the Rules. USER shall have sole responsibility for the safety of participants, spectators, and players, including responsibility for clearing the fields in the event of lightening or other inclement weather conditions.

4. Provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information in this regard to the CITY

E. Pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.

F. Pay an additional $250.00 clean up fee for any date in which City staff cleans up or prepares the North Complex for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.

G. If musical works will be performed, played or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.

H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.

III. The City shall provide full food and beverage concessions service through a third-party vendor during weekend youth tournaments. In no event shall USER have the right to use the concession facilities for the sale of food, drink or merchandise. Only non-food and

non-beverage merchandise (such as apparel) not provided by the CITY's concessionaire may be sold by USER at the Grimes North Complex if USER has received the written approval of the CITY Parks and Recreation Director or his designee. USER must submit a list of all proposed merchandise at least 30 days prior to the commencement of this Agreement for review and approval by the Parks and Recreation Director or his designee, which approval may be withheld by the CITY at its sole discretion.

A. If multiple parties will have use of the facility during the term of this Agreement, the Parks and Recreation Director or his/her designee shall have sole discretion to determine the priority of field use at the facility among such multiple users, such as other tournaments or league play.

B. The City shall provide full food and beverage concessions service through a third-party during youth softball tournaments. In no event shall USER have the right to use the concession facilities.

IV. The CITY agrees to do the following:

A. Provide use of Grimes North Complex fields after commencement of the Agreement for the USER during the dates the facility is officially opened for field numbers 2 - 6.

B. Control the opening and closing of the facility, clean and maintain the concession area and restrooms, and remove of garbage from trash receptacles, all in conformance with the CITY's usual practices.

C. Determine which fields will be used for tournament, practices or league play.

D. After consulting with USER, determine the playability of the fields based on turf and weather conditions including the decision whether to delay or cancel league or tournament play. If play is cancelled due to inclement weather conditions, another date or dates may be reserved by the USER based on availability of fields.

V. This Agreement may be terminated in writing for the following reasons:

A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or

B. By mutual agreement of both parties.

VI. This Agreement contains the whole agreement of the parties and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to

assign this Agreement without the prior written consent of the CITY, which consent may be withheld a by the CITY at its sole discretion.

VII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.

VIII. Fees and Charges for North Complex softball field use is $5.00 per registered softball player per season.

OFFICIAL USER CONTACT:

Janell Schlosser

NAME

2106 NE Park Dr. Grimes, IA 50111

ADDRESS CITY, STATE, ZIP CODE

515-333-1226

CELL NUMBER

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

DCG Softball Association

NAME OF ORGANIZATION

Janell Schlosser

AUTHORIZED SIGNATURE (Sign and Print Name)

President

TITLE

PO Box 512 Grimes, IA 50111

ADDRESS CITY, STATE, ZIP

515-333-1226 / janell.schlosser@gmail.com

TELEPHONE NUMBER / EMAIL

3/14/23

DATE

CITY OF GRIMES CONTACT:

CITY OF GRIMES CONTACT:

Tim Smith
Recreation Manager
Park and Recreation Department
410 SE Main Street
Grimes, IA 50111
Office: (515) 513-4404 Cell (515) 865-6564

APPROVED:

_____ _____

Brian Becker, Parks and Recreation Director Date

The Grimes North Complex Park Rules

- No outside food may be brought in to the park
- Any fans, coaches or players exhibiting poor sportsmanship may be removed and/or suspended from the complex
- No smoking allowed in the park

ATTACHMENT 1

CITY OF GRIMES, IOWA
STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of the CITY is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. ***Written notifications shall be sent to: City of Grimes, 410 SE Main Street.***

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.***

G. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

CITY OF GRIMES
PARK AND RECREATION DEPARTMENT
Grimes South Sports Complex Facility Use Agreement
Dallas Center Grimes Soccer Club

THIS FACILITY USE AGREEMENT (Agreement) entered into on 3-13-2023, 2023. **Dallas Center Grimes Soccer Club** ("USER") for rental of a portion of the CITY owned Grimes South Sports Complex Facility, located at 750 South James Street, Grimes, Iowa, by the USER, under the following terms:

I. The term of this Agreement be from March 28 October 28, 2022. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the fields listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.

II. The USER agrees to do the following as consideration for this Agreement:

A. Deliver to the Park and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:

1. A signed copy of this Agreement; and
2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
3. Payment of field rental charges and fees calculated under Section VIII at least 7 days before the commencement of this Agreement.

B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the South Sports Complex, as the same may be amended from time to time, including those listed on page 7 of this Agreement ("the Rules").

C. Keep the facility in a clean condition after each session or period of use, including removal of trash from the fields and dugouts, raking bases, pitching mounds, and heavily used areas after each use to remove holes and divots.

D. Be responsible for Practices or League play as follows:

1. Provide a copy of all marketing and advertising materials and signage, vehicles and banners to be displayed or posted at the Grimes South Sports Complex at least 14 days prior to use or distribution for review and approval by the Parks and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written

approval of the Director or his designee prior to display or posting. The CITY reserves the right to deny use of sponsorship names/logos which conflict with any other sponsorships at other City facilities.

2. Submit a schedule of field use times for approval to the Recreation Manager at least 10 days prior to the start of the season and every two (2) weeks during the season.

3. USER shall have sole responsibility of managing and supervising its soccer games and practices and all related activities to be conducted at the South Sports Complex, including the Rules. USER shall have sole responsibility for the safety of participants, spectators, and players, including responsibility for clearing the fields in the event of lightening or other inclement weather conditions.

4. Provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information in this regard to the CITY

E. Pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.

F. Pay an additional $250.00 clean up fee for any date in which City staff cleans up or prepares the South Sports Complex for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.

G. If musical works will be performed, played or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.

H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the city as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.

III. In no event shall USER have the right to use the concession facilities for the sale of food, drink or merchandise. Only non-food and non-beverage merchandise (such as apparel) may be sold by USER at the Grimes South Sports Complex if USER has received the written approval of the Parks and Recreation Director or his designee. USER must submit a list of all proposed merchandise at least 30 days prior to the commencement of this Agreement for review and approval by the Parks and Recreation Director or his designee, which approval may be withheld by the CITY at its sole discretion.

A. If multiple parties will have use of the facility during the term of this Agreement, the Park and Recreation Director or his/her designee shall have sole discretion to determine the priority of field use at the facility among such multiple users, such as other tournaments or league play.

IV. The CITY agrees to do the following:

A. Provide use of Grimes South Sports Complex soccer fields after commencement of the Agreement for the USER during the dates the facility is officially opened for the soccer fields located at the South Complex.

B. Clean and maintain the restroom area and remove of garbage from trash receptacles, all in conformance with the CITY's usual practices.

C. Determine which fields will be used for tournament, practices or league play.

D. After consulting with USER, determine the playability of the fields based on turf and weather conditions including the decision whether to delay or cancel league or tournament play. If play is cancelled due to inclement weather conditions, another date or dates may be reserved by the USER based on availability of fields.

V. This Agreement may be terminated in writing for the following reasons:

A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or

B. By mutual agreement of both parties.

VI. This Agreement contains the whole agreement of the parties and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld a by the CITY at its sole discretion.

VII. This Agreement shall be governed by and construed in accordance with the laws of the

State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.

VIII. Fees and Charges for use of the soccer fields at the South Complex is $5 per player per season.

OFFICIAL USER CONTACT:

Nick Reggio

NAME

32251 200th St. DC, IA 50063

ADDRESS CITY, STATE, ZIP CODE

504-908-9191

CELL NUMBER

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

Dallas Center Grimes Soccer Club

NAME OF ORGANIZATION

Nicholas Reggio

AUTHORIZED SIGNATURE (Sign and Print Name)

President

TITLE

701 S. James St. Grimes, IA 50111

ADDRESS CITY, STATE, ZIP

504-908-9191 president@dcgsoccer.com

TELEPHONE NUMBER / EMAIL

3-13-2023

DATE

CITY OF GRIMES CONTACT:

Tim Smith
Recreation Manager
Park and Recreation Department
410 SE Main Street
Grimes, IA 50111
Office: (515) 513-4404 Cell (515) 865-6564

APPROVED:

_____ _____

Brian Becker, Parks and Recreation Director Date

The Grimes South Sports Complex Park Rules

- Any fans, coaches or players exhibiting poor sportsmanship may be removed and/or suspended from the complex
- No smoking allowed in the park

ATTACHMENT 1

CITY OF GRIMES, IOWA
STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of the CITY is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. ***Written notifications shall be sent to: City of Grimes, 410 SE Main Street.***

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.***

G. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

CITY OF GRIMES
PARKS AND RECREATION DEPARTMENT
Grimes South Complex Facility Use Agreement
Dallas Center Grimes Baseball Club

THIS FACILITY USE AGREEMENT (Agreement) entered into on March 2nd, 2023 **Dallas Center Grimes Baseball Club** ("USER") for rental of a portion of the CITY owned Grimes South Complex Facility, located at 700 NW27th Street, Grimes, Iowa, by the USER, under the following terms:

I. The term of this Agreement shall be from April 1, 2023, to July 20, 2026. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the fields listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.

II. The USER agrees to do the following as consideration for this Agreement:

A. Deliver to the Parks and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:

1. A signed copy of this Agreement; and

2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and

3. Payment of field rental charges and fees calculated under Section VIII at least 7 days before first date of use.

B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the South Complex, as the same may be amended from time to time, including those listed on page 7 of this Agreement ("the Rules").

C. Keep the facility in a clean condition after each session or period of use, including removal of trash from the fields and dugouts, raking bases, pitching mounds, and heavily used areas after each use to remove holes and divots.

D. Be responsible for Practices or League play as follows:

1. Provide a copy of all marketing and advertising materials and signage, vehicles, and banners to be displayed or posted at the Grimes South

Complex at least 14 days prior to use or distribution for review and approval by the Parks and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written approval of the Director or his designee prior to display or posting. The CITY reserves the right to deny use of sponsorship names/logos which conflict with any other sponsorships at other City facilities.

2. Submit a schedule of field use times for approval to the Recreation Manager at least 10 days prior to use.

3. USER shall have sole responsibility of managing and supervising its baseball games and practices and all related activities to be conducted at the South Complex, including the Rules. USER shall have sole responsibility for the safety of participants, spectators, and players, including responsibility for clearing the fields in the event of lightening or other inclement weather conditions.

4. Provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information in this regard to the CITY

E. Pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.

F. Pay an additional $250.00 clean up fee for any date in which City staff cleans up or prepares the South Complex for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.

G. If musical works will be performed, played or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.

H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in

Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.

III. The City shall provide full food and beverage concessions service through a third-party vendor during weekend youth tournaments. In no event shall USER have the right to use the concession facilities for the sale of food, drink or merchandise. Only non-food and non-beverage merchandise (such as apparel) not provided by the CITY's concessionaire may be sold by USER at the Grimes South Complex if USER has received the written approval of the CITY Parks and Recreation Director or his designee. USER must submit a list of all proposed merchandise at least 30 days prior to the commencement of this Agreement for review and approval by the Parks and Recreation Director or his designee, which approval may be withheld by the CITY at its sole discretion.

A. If multiple parties will have use of the facility during the term of this Agreement, the Parks and Recreation Director or his/her designee shall have sole discretion to determine the priority of field use at the facility among such multiple users, such as other tournaments or league play.

B. The City shall provide full food and beverage concessions service through a third-party during youth baseball tournaments. In no event shall USER have the right to use the concession facilities.

IV. The CITY agrees to do the following:

A. Provide use of Grimes South Complex fields after commencement of the_ Agreement for the USER during the dates the facility is officially opened for field numbers 1 – 7 and field 1 located at the North Complex.

B. Control the opening and closing of the facility, clean and maintain the concession area and restrooms, and remove of garbage from trash receptacles, all in conformance with the CITY's usual practices.

C. Determine which fields will be used for tournament, practices, or league play.

D. After consulting with USER, determine the playability of the fields based on turf and weather conditions including the decision whether to delay or cancel league or tournament play. If play is cancelled due to inclement weather conditions, another date or dates may be reserved by the USER based on availability of fields.

V. This Agreement may be terminated in writing for the following reasons:

A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or

B. By mutual agreement of both parties.

VI. This Agreement contains the whole agreement of the parties, and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld a by the CITY at its sole discretion.

VII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.

VIII. Fees and Charges for South Complex baseball field use is $5.00 per registered baseball player per season.

OFFICIAL USER CONTACT:

Scott Weydert

NAME

11734 NW Brookefield Ct. Grimes IA 50111

ADDRESS CITY, STATE, ZIP CODE

515-344-1977

CELL NUMBER

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

Dallas Center - Grimes Baseball Club

NAME OF ORGANIZATION

Scott Weydert Scott Weydert

AUTHORIZED SIGNATURE (Sign and Print Name)

President

TITLE

11734 NW Brookefield Ct. Grimes, IA 50111

ADDRESS CITY, STATE, ZIP

515-344-1977

TELEPHONE NUMBER / EMAIL

03-22-2023

DATE

CITY OF GRIMES CONTACT:

Tim Smith
Recreation Manager
Park and Recreation Department
410 SE Main Street
Grimes, IA 50111
Office: (515) 513-4404 Cell (515) 865-6564

APPROVED:

_____ _____

Brian Becker, Parks and Recreation Director Date

The Grimes South Complex Park Rules

- No outside food may be brought in to the park
- Any fans, coaches or players exhibiting poor sportsmanship may be removed and/or suspended from the complex
- No smoking allowed in the park

ATTACHMENT 1

CITY OF GRIMES, IOWA
STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of the CITY is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation

due to non-payment of premium. ***Written notifications shall be sent to: City of Grimes, 410 SE Main Street.***

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.***

G. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

Resolution No.: 04-0623

Be it Resolved by the City of Grimes

Whereas, the City recognizes that Iowa local governments are required to comply with multiple federal, state and local laws and agency rules, and

Whereas training is provided annually by the Iowa Municipal Professionals Institute and sponsored by the Iowa Municipal Finance Officers Association and the Iowa League of Cities, and

Whereas the City Council hereby encourages, the Utility/AP Clerk (position City Clerk, Deputy Clerk etc) to seek a tuition scholarship to assist the financing of such training, and

Whereas provisions have been made in the City's budget in support of providing this important training to include travel, housing, meals and salary while attending, and

Whereas the Council is aware that all scholarships are awarded on a reimbursement basis. It is understood that upon successful completion of in-person classes at the Institute in July 2023, the city will be reimbursed for the amount of the scholarship awarded within 30 days, and

Whereas, applicants must show proof from their municipality that they are authorized to attend the Institute

Now, therefore, the City of Grimes does hereby authorize a tuition scholarship application be submitted before the deadline of April 14, and pledges city support for all those expenses mentioned above during attendance at the Iowa Municipal Professionals Institute in July 2023.

Passed and approved this 11th day of April, 2023 by a vote of

_____.

Signed: _____

Mayor

Attested: _____

Clerk

Iowa Municipal Professionals Institute *("MPI" or "Institute")*
and Iowa Municipal Finance Officers Association *(IMFOA)*
2023 SCHOLARSHIP APPLICATION

Name Mandy Willey

Title Utility Clerk/AP Clerk

City of Employment Grimes Population 16,000

Street address or P.O. Box 101 NE Harvey St

City/State Grimes Iowa Zip 50111

Telephone 515-986-3036 Email address mwilley@grimesiowa.gov

Date assumed present position March 29, 2019

ONLY IN-PERSON SUMMER COURSES WILL BE REIMBURSED BY SCHOLARSHIP

Courses you plan to register for during Summer session:

Name of Course	*Credit Hours*	*Cost per course*
BA101	8	$128
BA130	4	$64
FN401	4	$64
FN110	8	$128
FN415	4	$64
BA145	4	$64

Total Cost of Summer Courses: $512.00

If you do not receive a scholarship, will you still be able to attend the 2023 Iowa Municipal Professionals Institute? Yes [X] No [ ]

Have you received prior scholarship assistance? Yes [ ] No [✓]

Has the Council passed a resolution of support (both of time and financial support) for attendance at the 2023 Institute, including travel, housing, registration not covered by a scholarship, and meals not covered by the registration? Yes [X] No [ ]

Note: A sample resolution can be found at: http://www.oslgp.iastate.edu

What do you hope to gain from attending the Institute? Be as specific as possible.

Are you a member of IMFOA? Yes [ ] No [X]

(IMFOA membership is not required for scholarships awarded from the Institute)

All scholarships are awarded on a reimbursement basis. It is understood that upon successful completion of classes at the Institute in July 2023, the city will be reimbursed for the amount of the scholarship within 30 days. It is also understood that you may be awarded a scholarship for a lesser amount than the cost of the classes you are enrolling in and that you are responsible for the additional cost to attend.

By signing this application, I (we) agree to the terms set forth above and certify that all information is correct.

Signature of Applicant: Mandy Willey Date: 4/4/23

DEADLINE for consideration of both IMFOA and IMPI Scholarships is

April 14, 2023 at 5 PM

Please E-mail OR mail your completed application *and*
the resolution of support from the City Council to:

Office of State and Local Government Programs
Iowa State University Extension
Toni Veldhuizen
2321 N. Loop Drive, Suite 121 Ames, IA 50010-8218
or email to aveldie@iastate.edu.

For additional questions about the Iowa Municipal Professionals Institute, please visit https://www.extension.iastate.edu/communities/municipal-professionals-institute-mpi or call Sara Shonrock, Institute Director, at (515) 294-1844.

CITY COUNCIL COMMUNICATION
Meeting Date: 04/11/2023

AGENDA ITEM: Dallas Center-Grimes Baseball Club donation

BACKGROUND: The Dallas Center-Grimes Baseball Club has leased Grimes baseball parks for its leagues and practices for several years and would like to contribute to the upkeep and improvement of the baseball parks by providing a financial gift to the City of Grimes. Funds will be used at the City's discretion for park improvements at the Grimes South Sports Complex.

BUDGETARY CONSIDERATIONS:

Revenue totals:
$5,000/year in 2024, 2025 and 2026 for a total of $15,000

STRATEGIC PLANNING:
Prioritized Yes

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

BOARD/COMMISSION ACTION(S): Approved by the Parks and Recreation Board on March 22, 2023.

STAFF RECOMMENDATION: Staff recommends accepting the donations and applying towards South Sports Complex improvements.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Brian Becker, Parks and Recreation Director

Prepared by: Brian Becker_____
Return to: Scott Weydert_____

RESOLUTION TO ACCEPT DONATION FROM THE DALLAS CENTER GRIMES BASEBALL CLUB

Grimes Resolution No. 04-0723

WHEREAS, Dallas Center-Grimes Baseball Club, Inc. (Dallas Center-Grimes Baseball Club) is an Iowa non-profit corporation that has provided a youth baseball league for children living in the City of Grimes (Grimes) area for a number of years; and

WHEREAS, the Dallas Center-Grimes Baseball Club has leased Grimes baseball parks for its league play for a number of years, and would like to contribute to the upkeep and improvement of the baseball parks by providing a financial gift to Grimes;

WHEREAS, the Dallas Center-Grimes Baseball Club has committed to donate $5,000 per year for three years for a total of $15,000 to Grimes to be used at Grimes discretion for the maintenance and/or improvement of the Grimes baseball parks utilized by the Dallas-Center-Grimes Baseball Club. The $5,000 gift increments will be made to Grimes by Dallas Center-Grimes Baseball Club by January 31 in the years 2024, 2025, and 2026.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Grimes accepts the $15,000 gift from the Dallas Center Grimes Baseball Club to be paid in $5,000 increments by January 31 during the years 2024, 2025 and 2026.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 11th day of April, 2023, and approved by the Mayor on the 11th day of April, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

BASEBALL PARKS DONATION AGREEMENT

WHEREAS, the City of Grimes (Grimes) has constructed a park system that includes baseball parks for use by youth baseball clubs for competitive league play; and

WHEREAS, Dallas Center-Grimes Baseball Club, Inc. (Dallas Center-Grimes Baseball Club) is an Iowa non-profit corporation that has provided a youth baseball league for children living in the Grimes area for a number of years; and

WHEREAS, the Dallas Center-Grimes Baseball Club has leased Grimes baseball parks for its league play for a number of years, and would like to contribute to the upkeep and improvement of the baseball parks by providing a financial gift to Grimes;

BE IT AGREED that the Dallas Center-Grimes Baseball Club will donate $5,000 per year for three years for a total of $15,000 to Grimes to be used at Grimes discretion for the maintenance and/or improvement of the Grimes baseball parks utilized by the Dallas-Center-Grimes Baseball Club. The $5,000 gift increments will be made to Grimes by Dallas Center-Grimes Baseball Club by January 31 in the years 2024, 2025, and 2026.

This Agreement was entered into between the Dallas Center - Grimes Baseball Club and the City of Grimes on this 22 day of March, 2023.

RECIPIENT CITY OF GRIMES

By:_____
Scott Mikkelsen, Mayor

Attest:

By:_____
Rochelle Williams, City Clerk

DONOR

By: Scott Weydert
Dallas Center-Grimes Baseball Club, Inc.

Title: President

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/2023

AGENDA ITEM: Resolution Approving 28E Agreement for the Partial funding of Homeland Security Services with the Metropolitan Area

BACKGROUND: The resolution approves and authorizes the Mayor to sign the 28E agreement that provides the partial funding of Homeland Security Services within the Des Moines Metropolitan area. The City of Grimes has been party to the agreement since 2008. The City of Grimes' share of the services is $16,263.65 and is paid by Polk County via our law enforcement agreement.

BUDGETARY CONSIDERATIONS: The City has budgeted for the next fiscal year's obligation under the Law Enforcement agreement.

STRATEGIC PLANNING:
Prioritized: 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:
Jake Anderson, City Administrator
janderson@grimesiowa.gov
515-986-3036

Prepared by: Jake Anderson, City Administrator
Return to: Jake Anderson, City Administrator

RESOLUTION NO. 04-0823

RESOLUTION APPROVING A 28E AGREEMENT FOR THE PARTIAL FUNDING OF HOMELAND SECURITY SERVICES WITHIN THE METROPOLITIAN AREA

WHEREAS, the City of Grimes has, since 2008, been party to the Metropolitan Advisory Council's joint cooperative effort for implementation of the Iowa Homeland Security Strategy and other major incident response capabilities; and

WHEREAS, the City and its 28E partners which to continue the joint effort; and

WHEREAS, Polk County pursuant to the terms of the law enforcement agreement with the City of Grimes pays Grimes' obligation under the 28E;

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

Section 1. The 28E agreement attached hereto as Exhibit "A" is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 11th day of April, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CHAPTER 28E AGREEMENT
BY AND BETWEEN THE CITIES OF
DES MOINES, ALLEMAN, ALTOONA, BONDURANT, CARLISLE, ELKHART, GRIMES, INDIANOLA, JOHNSTON, MITCHELLVILLE, NORWALK, PLEASANT HILL, POLK CITY, WEST DES MOINES WINDSOR HEIGHTS, AND THE COUNTY OF POLK
FOR THE PARTIAL FUNDING OF HOMELAND SECURITY SERVICES WITHIN THE METROPOLITAN AREA

WHEREAS, this Agreement is made and entered into by and between the cities of Des Moines, Alleman, Altoona, Bondurant, Carlisle, Elkhart, Grimes, Indianola, Johnston, Mitchellville, Norwalk, Pleasant Hill, Polk City, West Des Moines, Windsor Heights and the County of Polk (hereinafter jointly referred to as the "Parties").

WITNESSETH:

WHEREAS, the metropolitan area consisting of the Parties hereto represented on the Metropolitan Advisory Council will be best served in a joint cooperative effort of implementation of the Iowa Homeland Security Strategy and other major incident response capabilities; and

WHEREAS, the City of Des Moines and Polk County, to support the mission of the Iowa Homeland Security and Emergency Management have devoted significant resources and assets toward the provision of homeland security services and programs; and

WHEREAS, upon recommendation of the Metropolitan Advisory Council Homeland Security Subcommittee to provide for the safety and security of residents throughout the metropolitan area from the threats of weapons of mass destruction, potential terrorist activity and natural disasters, all the Parties hereto desire to maintain the resources and assets available to the City of Des Moines to enable the City of Des Moines to provide homeland security services including major incident response throughout the metropolitan area that will serve the respective jurisdictions of each Party hereto; and

WHEREAS, the City of Des Moines in conjunction with Polk County has implemented the following homeland security services:

- Metro STAR (Special Tactics and Response) Unit which provides a Type II Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Tactical Response Team[1]; and
- Des Moines Bomb Squad providing Type I bomb mitigation response[2]; and
- Des Moines Police Department will also provide full-time personnel trained in the collection and preservation of evidence located in hazardous (CBRNE) environments for contaminated crime scene processing; and

[1] Typed Resource Definitions: Law Enforcement and Security Resources; SWAT/Tactical Teams. FEMA 508-6 (July 2007). U.S. Department of Homeland Security.
[2] Typed Resource Definitions: Law Enforcement and Security Resources; Bomb Squad/Explosives Team. FEMA 508-6 (July 2007). U.S. Department of Homeland Security.

- The Des Moines Police Department has other capabilities not specified nor guaranteed under this agreement, such as; Incident Command support; High risk tactical warrant service; Crisis Negotiation; Dive Team, Planning & Training; Tactical Surveillance; Criminal Polygraph Exams, Intelligence and Investigative Support; etc. These capabilities may be requested but are at the discretion of the Des Moines Police Department and dependent on availability of personnel at time of request.

WHEREAS; the Parties desire to provide the necessary funding to maintain the capabilities of the Des Moines WMD/CBRNE Tactical Response Team and the Des Moines Bomb Squad to serve all the respective jurisdictions within the metropolitan area that are a Party hereto; and

NOW, THEREFORE, the Parties do hereby agree as follows:

I. **Purpose.** Pursuant to Chapter 28E of the Code of Iowa, the Parties do hereby agree that the purpose of this Agreement is to jointly exercise their respective powers to fund and implement enhanced Homeland Security Services to serve all the respective jurisdictions within the metropolitan area that are a Party hereto.

II. **Homeland Security Services**. All Parties may, in accordance with the procedures set forth in Article III, utilize on an as needed basis the following Homeland Security Services:

A. WMD/CBRNE Tactical Response Team (Metro STAR Unit): This team is comprised of a commander, full time Des Moines Police Officers, part time Des Moines Police Officers, part time Polk County Sheriff's Deputies, a part time Johnston Police Officer, and part time Pleasant Hill Police Officer. Team members are all technician-level HazMat trained tactical operators. This allows the team to successfully work in Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) environments. Along with the normal operations of a tactical unit, team members are trained to neutralize active threats, and to provide assistance in support of HazMat Units and Bomb Squads operating in and around "hot zones" of potential CBRNE exposures. Team members provide a safe scene for those that will ultimately mitigate and control the exposure to CBRNE environments. This team also has the capabilities of conducting proactive investigation into CBRNE threats providing preliminary CBRNE monitoring levels to determine the presence of a potential CBRNE substance.

B. Des Moines Bomb Squad: This team is comprised of a Des Moines commander, full time Des Moines Police Officers trained as Bomb Technicians, part time Des Moines Police Officers trained as Bomb Technicians, and full time Des Moines Explosive Detection K9 teams. Bomb Technicians are all technician-level HazMat trained. The team will mitigate explosives hazards and are trained in the mitigation of Weapons of Mass Destruction (WMD) dispersal devices. The team is also trained in the collection of hazardous evidence and post-blast investigations.

C. Des Moines Police Department: Full-time Des Moines Police personnel trained in the collection and preservation of evidence found in hazardous (CBRNE) environments.

III. **Service/Command Procedures.** The protocol for utilization of the Homeland Security Services identified in this Agreement will be as follows:

A. Upon occurrence of an incident which may necessitate the use of any of the Homeland Security Services, a Party's Incident Commander, as defined below, may request such Homeland Security Services by calling the Des Moines Dispatch Center at 283-4811 or such other phone numbers as the City of Des Moines or Polk County may designate in writing and forward to the Parties. The request shall relay the information necessary for the appropriate personnel to determine what Homeland Security Services in terms of personnel and equipment are needed to respond, which may include multiple or all Homeland Security Services available. The determinations on the appropriate Homeland Security Services personnel and equipment to be sent to a requesting Party shall be made at the discretion of the City of Des Moines using its established protocols. The City of Des Moines shall be held harmless by the requesting Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the requesting Party.

B. The responding Homeland Security Services personnel will have a team leader(s) who will report to the Incident Commander and coordinate activities between the requesting Party's personnel and the personnel providing the Homeland Security Services. The team leader(s) will assist the Incident Commander in reaching the objectives required by the circumstances at the scene. The Incident Commander, or his/her designee, shall have the power to issue reasonable orders and directives consistent with meeting the objectives. The team leader(s) will then act on those orders and directives as long as they are safe and within the capabilities of the responding Homeland Security Services team. The team leader(s) will provide technical advice when appropriate, but will not be expected to assume command of the scene.[3]

C. When the Incident Commander and the team leader(s) agree that the objectives requiring Homeland Security Services response have been met the Homeland Security Services response teams will be released from the scene.

D. The Homeland Security Services response teams will participate and share information in all post-incident debriefings held by the requesting Party.

E. The term "Incident Commander" as used in this Agreement means the manager of an incident, no matter the size or complexity, or the number of

[3] All responding and supporting agencies are expected to operate under the guiding principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

agencies involved in the response. The "Incident Commander" is usually the first or senior, public safety or first-responder to arrive on scene. As additional responders arrive, command may transfer on the basis of who has primary authority for overall control of the incident. The "Incident Commander" is responsible for ensuring a coordinated effort and to ensure an effective response and the efficient, safe use of resources including:

- Establishing command and the Incident Command Post.
- Protecting life and property.
- Controlling personnel and equipment resources.
- Maintaining accountability for responders and public safety, as well as for task accomplishments.
- Assessing Incident Priorities.
- Determining Operational Objectives.
- Developing and Implementing the Incident Action Plan.
- Coordinating overall emergency activities.
- Coordinating the activities of outside agencies.
- Authorizing the release of information to the media.

IV. **Funding Contributions.** The City of Des Moines and Polk County have committed annual funding in fiscal years 2024 through 2028 to maintain the enhanced capabilities of Homeland Security Services for the metropolitan area. Funding is needed from the other Parties in each fiscal year to maintain the enhanced capabilities of the Homeland Security Services response to a minimally acceptable level for the Parties herein.

A. To maintain the enhanced capabilities of the Homeland Security Services, each Party to this Agreement will annually pay the respective amount for such Party as set forth in Exhibit "A" in fiscal years 2024 through 2028. The amounts listed in Exhibit A shall remain fixed for the duration of this agreement and are not subject to adjustment without majority approval of the parties of this agreement.

B. Each Party shall pay its respective annual amount set forth in Exhibit "A" to the City of Des Moines on or before July 31 of each fiscal year and such monies shall be used exclusively for necessary personnel, overtime, training, equipment, equipment maintenance and vehicle operating costs of providing the enhanced Homeland Security Services. The budget for enhanced capabilities of Homeland Security Services will be provided at the beginning of each fiscal year as outlined in Section V of this agreement.

C. Each Party may voluntarily contribute a qualified peace officer(s) to serve and train with the Metro STAR Team. Contribution of team member(s) will not preclude any Parties annual fee payment set forth in Exhibit "A".

V. **Reporting.**

A. The City of Des Moines will provide an annual report on Homeland Security Services to each Party of each year. This report will provide information to keep the Parties to this Agreement informed of the status and activities of the Homeland Security response teams and will include:

1. Accomplishments achieved during the calendar year and goals and objectives for the next calendar year,
2. Individual and team training over the calendar year (courses, location, number of personnel trained, hours of training),
3. Training exercises performed during the calendar year,
4. Response dates and a synopsis of the event responded to,
5. Equipment received or retired during the calendar year, and
6. Budget showing expenditures made during the calendar year and proposed expenditures for the next calendar year.

The City of Des Moines will also provide this report to the Polk County Emergency Management Commission, the Polk County Chiefs' and Sheriff's Association, and the Fire Chiefs' Association.

VI. **Employee relationship**.

A. Employees of any Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment status with such Party. Under no circumstances are employees of one Party to be considered employees of any other Party. This Agreement does not create an employment relationship nor shall it be construed to create any employment relationship between Homeland Security Services personnel and the Party requesting such services.

B. If a Party desires to have an employee assigned as part of the Homeland Security Services, a separate Memorandum Of Understanding (MOU) would need to be executed, to define the responsibilities of the involved Parties.

VII. **Liability.** Each Party waives all claims against the other Parties for compensation for any property loss or damage and/or personal injury or death to its personnel as a consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees, including injury or death to its personnel, occurring as a consequence of the performance of this Agreement.

Each Party to this Agreement shall be liable for the actions of its own employees to the extent allowed under Iowa Code Chapter 670.

Nothing in this Agreement shall prevent or limit any Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective Party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses or immunities available under applicable law.

This Article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VIII. Iowa Code Chapter 28E Requirements :

A. The cities of Des Moines, Altoona, Bondurant, Carlisle, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Mitchellville, West Des Moines, Indianola, and Windsor Heights, are municipal corporations and political subdivisions of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E.

B. Polk County is a political subdivision of the State of Iowa and is a public agency as defined by Iowa Code Chapter 28E.

C. No separate legal or administrative entity is established by this Agreement.

D. No real or personal property will be jointly acquired, held or disposed of in the performance of this Agreement. All equipment purchased in conjunction with the provision of Homeland Security Services shall be owned by the City of Des Moines or Polk County. Upon termination of this Agreement all such equipment and other personal property owned by the City of Des Moines or Polk County shall remain with such entities.

E. The Des Moines Chief of Police and Polk County Sheriff shall administer the performance of this Agreement.

F. This Agreement shall be in full force and effect upon the following:

1. Its approval and execution by the respective City Councils and Boards of Supervisors of the Parties hereto; and

2. Filing of this Agreement with the Office of the Secretary of State as required under Section 28E.8, Code of Iowa.

G. The duration of this Agreement shall extend for a term beginning July 1, 2023 and ending on June 30, 2028. This Agreement may not be terminated prior to such termination date, in whole or in part, except upon mutual agreement of all the Parties. The Parties may renew this Agreement for additional 5-year periods with or without amendments or elect to enter into a new agreement upon mutual agreement of all Parties.

IX. General Provisions.

A. If any section, provision or part of this Agreement shall be found invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

B. The Agreement represents the entire agreement between the Parties. If upon annual review of this Agreement by the Parties a determination is made that this Agreement should be revised, any subsequent change or modification to this Agreement shall be mutually agreed to by the Parties in the form of a duly approved and executed addendum to this Agreement.

C. Each Party approving this Agreement shall execute the separate signature page provided for it, and the Parties hereto authorize the City Clerk of the City of Des Moines to assemble the signature pages and append same to copies of this Agreement, to file this Agreement with the Secretary of State and to record it with the Offices of the Recorder of Polk and Warren Counties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

I. CITY OF DES MOINES, IOWA

_____
T.M. Franklin Cownie, Mayor

ATTEST:

_____
Laura Baumgartner, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared T.M. Franklin Cownie and Laura Baumgartner to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that T.M. Franklin Cownie and Laura Baumgartner acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

II. CITY OF ALLEMAN, IOWA

_____
Bob Kramme, Mayor

ATTEST:

_____
Shari Buehler, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Bob Kramme and Shari Buehler to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Alleman, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Bob Kramme and Shari Buehler acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

III. CITY OF ALTOONA, IOWA

_____
Dean O'Connor, Mayor

ATTEST:

_____
Randy Pierce, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Dean O'Connor and Randy Pierce, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Altoona, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Dean O'Connor and Randy Pierce acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

IV. CITY OF BONDURANT, IOWA

_____
Doug Elrod, Mayor

ATTEST:

_____
Shelby Hagan, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Doug Elrod and Shelby Hagan, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Bondurant, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Doug Elrod and Shelby Hagan acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

V. CITY OF CARLISLE, IOWA

_____
Drew Merrifield, Mayor

ATTEST:

_____
Martha Becker, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF WARREN)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Drew Merrifield and Martha Becker, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Carlisle, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Drew Merrifield and Martha Becker acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

VI. CITY OF ELKHART, IOWA

_____

Rod Robertson, Mayor

ATTEST:

_____

Brenda Hysell, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF WARREN)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Rod Robertson and Brenda Hysell, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Elkhart, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Rod Robertson and Brenda Hysell acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____

Notary Public in the State of Iowa

VII. CITY OF GRIMES, IOWA

_____
Scott Mikkelson, Mayor

ATTEST:

_____
Olivia DeYoung, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Scott Mikkelson and Olivia DeYoung, to me personally known, who, being by me duly sworn, did state 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 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Scott Mikkelson and Olivia DeYoung acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

VIII. CITY OF INDIANOLA, IOWA

_____
Stephanie Erickson, Mayor

ATTEST:

_____
Jackie Raffety, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Stephanie Erickson and Jackie Raffety acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

IX. CITY OF JOHNSTON, IOWA

_____
Paula Dierenfeld, Mayor

ATTEST:

_____
Cyndee Rhames, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Paula Dierenfeld and Cyndee Rhames, to me personally known, who, being by me duly sworn, did state 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 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Paula Dierenfeld and Cyndee Rhames acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

X. CITY OF MITCHELLVILLE, IOWA

_____
Nicholas Murrow, Mayor

ATTEST:

_____
Rahni Brose, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Nicholas Murrow and Rahni Brose, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Mitchellville, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Nicholas Murrow and Rahni Brose acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

XI. CITY OF NORWALK, IOWA

_____
Tom Phillips, Mayor

ATTEST:

_____
Lindsey Offenburger, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF WARREN)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Tom Phillips and Lindsey Offenburger, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Norwalk, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Tom Phillips and Lindsey Offenburger acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

XII. CITY OF PLEASANT HILL, IOWA

_____
Sara Kurovski, Mayor

ATTEST:

_____
Dena Spooner, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Sara Kurovski and Dena Spooner, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Pleasant Hill, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Sara Kurovski and Dena Spooner acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

XIII. CITY OF POLK CITY, IOWA

_____

Steve Karsjen, Mayor

ATTEST:

_____

Jenny Coffin, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Steve Karsjen and Jenny Coffin acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____

Notary Public in the State of Iowa

XIV. CITY OF WEST DES MOINES, IOWA

_____
Russ Trimble, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Russ Trimble and Ryan T. Jacobson, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Russ Trimble and Ryan T. Jacobson acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

XV. CITY OF WINDSOR HEIGHTS, IOWA

_____
Mike Jones, Mayor

ATTEST:

_____
Travis Cooke, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Mike Jones and Travis Cooke, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Windsor Heights, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. _____ adopted by the City Council on the _____day of _____, 2023, and that Mike Jones and Travis Cooke acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public in the State of Iowa

XVI. COUNTY OF POLK, IOWA

_____
Chair – Polk County Board of Supervisors

ATTEST:

_____
Polk County Auditor Date

APPROVED AS TO FORM:

_____
Assistant Polk County Attorney

MAC Payment - EXHIBIT A

FY 2024 through FY 2028

Homeland Security Apportionment of $379,932 - Reduced Base Fee for Cities below 5,000 in Population

	Base Fee	Population*	%	Fee	Taxable Property Value*	%	Fee	Annual Fee	Increase (Decrease)	Annual Per Capita	Commitment 5-Year	Prior Agreement
Cities		Based on US Census Data										
Alleman	$ 1,000.00	425	0.11%	$ 173.21	$ 26,192,632.00	0.11%	$ 177.49	$ 1,350.70	$ 1,350.70	$3.18	$ 6,753.51	$ -
Altoona	$ 3,384.62	19,565	4.97%	$ 7,973.84	$ 1,032,382,534.00	4.36%	$ 6,995.75	$ 18,354.21	$ (633.72)	$0.94	$ 91,771.06	$ 18,987.93
Ankeny	$ 3,384.62	67,887	17.25%	$ 27,667.79	$ 4,153,044,764.00	17.55%	$ 28,142.35	$ 59,194.76	$ 7,946.61	$0.87	$ 295,973.81	$ 51,248.15
Bondurant	$ 3,384.62	7,365	1.87%	$ 3,001.65	$ 303,093,508.00	1.28%	$ 2,053.86	$ 8,440.13	$ 5,192.30	$1.15	$ 42,200.66	$ 3,247.84
Carlisle	$ 1,000.00	4,160	1.06%	$ 1,695.44	$ 181,061,985.00	0.76%	$ 1,226.93	$ 3,922.37	$ (953.87)	$0.94	$ 19,611.85	$ 4,876.24
Clive	$ 3,384.62	19,546	4.97%	$ 7,966.10	$ 1,642,766,224.00	6.94%	$ 11,131.91	$ 22,482.62	$ (5,419.00)	$1.15	$ 112,413.12	$ 27,901.62
DeSoto	$ 1,000.00	915	0.23%	$ 372.91	$ 31,185,633.00	0.13%	$ 211.32	$ 1,584.24	$ (355.70)	$1.73	$ 7,921.19	$ 1,939.94
Elkhart	$ 1,000.00	928	0.24%	$ 378.21	$ 24,761,693.00	0.10%	$ 167.79	$ 1,546.01	$ 1,546.01	$1.67	$ 7,730.03	$ -
Grimes	$ 3,384.62	15,392	3.91%	$ 6,273.11	$ 974,854,092.00	4.12%	$ 6,605.92	$ 16,263.65	$ 8,776.56	$1.06	$ 81,318.24	$ 7,487.09
Indianola	$ 3,384.62	15,833	4.02%	$ 6,452.84	$ 614,135,886.00	2.59%	$ 4,161.58	$ 13,999.04	$ (5,331.03)	$0.88	$ 69,995.19	$ 19,330.07
Johnston	$ 3,384.62	24,064	6.11%	$ 9,807.44	$ 1,562,438,763.00	6.60%	$ 10,587.58	$ 23,779.64	$ (1,749.53)	$0.99	$ 118,898.20	$ 25,529.17
Mitchellville	$ 1,000.00	2,485	0.63%	$ 1,012.78	$ 60,190,571.00	0.25%	$ 407.87	$ 2,420.65	$ (636.51)	$0.97	$ 12,103.24	$ 3,057.16
Norwalk	$ 3,384.62	12,799	3.25%	$ 5,216.32	$ 492,590,526.00	2.08%	$ 3,337.95	$ 11,938.88	$ 520.04	$0.93	$ 59,694.41	$ 11,418.84
Pleasant Hill	$ 3,384.62	10,147	2.58%	$ 4,135.48	$ 581,473,847.00	2.46%	$ 3,940.25	$ 11,460.34	$ (1,085.80)	$1.13	$ 57,301.72	$ 12,546.14
Polk City	$ 3,384.62	5,543	1.41%	$ 2,259.09	$ 284,610,915.00	1.20%	$ 1,928.61	$ 7,572.32	$ 3,242.18	$1.37	$ 37,861.60	$ 4,330.14
Urbandale	$ 3,384.62	45,580	11.58%	$ 18,576.43	$ 3,366,281,467.00	14.22%	$ 22,810.99	$ 44,772.04	$ (13,316.72)	$0.98	$ 223,860.20	$ 58,088.76
Waukee	$ 3,384.62	23,940	6.08%	$ 9,756.90	$ 1,243,327,750.00	5.25%	$ 8,425.18	$ 21,566.70	$ 7,965.82	$0.90	$ 107,833.52	$ 13,600.88
West Des Moines	$ 3,384.62	68,723	17.46%	$ 28,008.51	$ 5,620,303,825.00	23.75%	$ 38,084.97	$ 69,478.09	$ (15,903.77)	$1.01	$ 347,390.47	$ 85,381.86
Windsor Heights	$ 3,384.62	5,252	1.33%	$ 2,140.49	$ 239,950,971.00	1.01%	$ 1,625.98	$ 7,151.09	$ (108.47)	$1.36	$ 35,755.46	$ 7,259.56
	$ 52,384.63	**350,549**	**89.08%**	**$ 142,868.55**	**$ 22,434,647,586.00**	**94.78%**	**$ 152,024.31**	**$ 347,277.49**	$ (8,953.92)		**$ 1,736,387.47**	$ 356,231.42
Counties												
Dallas County	$ 3,384.62	23,668	6.01%	$ 9,646.05	$ 637,194,448.00	2.69%	$ 4,317.83	$ 17,348.50	$ (3,579.04)	$0.73	$ 86,742.48	$ 20,927.54
Warren County	$ 3,384.62	19,321	4.91%	$ 7,874.40	$ 597,205,219.00	2.52%	$ 4,046.85	$ 15,305.87	$ (7,535.18)	$0.79	$ 76,529.34	$ 22,841.05
	$ 6,769.23	**42,989**	**10.92%**	**$ 17,520.45**	**$ 1,234,399,667.00**	**5.22%**	**$ 8,364.69**	**$ 32,654.37**	$ (11,114.22)		**$ 163,271.83**	$ 43,768.58
TOTAL	**$ 59,153.86**	**393,538**		**$ 160,389.00**	**$ 23,669,047,253.00**		**$ 160,389.00**	**$ 379,931.86**	**$ (20,068.14)**		**$ 1,899,659.30**	**$ 400,000.00**
	Unchanged since 2008	First Change in data since 2008			First Change in data since 2016							

*Most current certified census data found on website:
http://data.iowadatacenter.org

* Information found on website:
http://www.dom.state.ia.us/
City Taxable & Tif Valuation By Class AY2020/ FY2022

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 04/11/2023

AGENDA ITEM: Resolution authorizing funds to repair Shallow Alluvial Well No. 100

BACKGROUND: Inspection of Well No. 100 (Shallow Alluvial Well) found that the drop pipe had a 1" diameter hole in it at 65'. The pump had sand and gravel in it that damaged the pump beyond repair, also the motor has a short in the winding and needs to be replaced.

Due to heavy mineral build up the well casing will also be cleaned and the gravel pack redeveloped. This process will put the well in good working order.

BUDGETARY CONSIDERATIONS: Repairs cost $48,547.00.

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: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley

Prepared by:___JB_____
Return to:_____KLH_____

GRIMES RESOLUTION NO. 04-0923

RESOLUTION AUTHORIZING FUNDS TO REPAIR SHALLOW ALLUVIAL WELL NO. 100

WHEREAS, An inspection was conducted on Shallow Alluvial Well No 100 and needs to have repairs completed

WHEREAS, Northway Well and Pump Co. provides specialty services and has supplied information on the cost to repair the well

WHEREAS, the following is a break down of costs supplied by Northway Well and Pump Co. to make the necessary repairs:

1. Labor and equipment to pull and inspect the pumping unit.	$5,000.00
2. TV Survey.	$2,000.00
3. Chemically clean, re-develop	$20,510.00
4. 50 HP Submersible motor.	$7,374.00
5. Goulds 8RJLC-3 stage pump bowl assembly.	$7,048.00
6. 8" x 48" TBE drop pipe.	$788.00
7. 6" x 150" TBE drop pipe.	$862.00
8. 8" x 42' T&C drop pipe.	$3,465.00
9. 8" DI Check valve with fittings.	$1,500.00

Total: $48,547.00

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

1. That the City Council of Grimes approves the funds in the amount of $48,547.00 to repair Shallow Alluvial Well No. 100

2. That the Director of Public Works is authorized to accept the recommendations from Northway Well and Pump Co. on behalf of the City to repair the well.

PASSED AND APPROVED this 11th day of April, 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/23

AGENDA ITEM: 2023 and 2024 Bridge Inspection Programs – Calhoun-Burns and Associates, Inc. Professional Services Agreement.

BACKGROUND: The City of Grimes is required to inspect bridges and structures of a certain size within the city limits. The City of Grimes has 1 bridge/structure in 2023 and none in 2024 that are required to be inspected with reporting to the Iowa DOT. Calhoun-Burns is a qualified structural engineering firm that performs this service for a number of other municipalities in the state of Iowa. They have also been contracted to perform this service for the City of Grimes the past few years and did a good job for a very reasonable fee.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not to exceed amount of $850.00 based off hourly rates and fixed expenses. The funding source for this work will be out of the Road Use Tax fund.

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.04-1023

WHEREAS, the City of Grimes (Grimes) is required to perform routine inspections on bridges and structures with Federal Highway Administration designation; and,

WHEREAS, the engineering firm of Calhoun-Burns and Associates, Inc. (Engineer), has substantial experience in bridge and structure inspections, and is qualified to provide professional reports and required submittals to the governing agency;

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 2023 and 2024 bridge inspection programs;

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 11th day of April, 2023, and approved by the Mayor on the 11th day of April, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

2023 and 2024 BRIDGE INSPECTION PROGRAMS

This Agreement is made and entered into this 11th day of April, 2023, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Calhoun-Burns and Associates, Inc. (Federal ID #42-1175656), a professional corporation incorporated and licensed under the laws of the State of Iowa, 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.	Routine Visual Inspections and Reporting 2023:	Lump Sum =	$	600.00
B.	Update Load Rating Computations, Certifications and Submission to SIIMS Database 2023:	At Current Hourly Rates Not-to-Exceed Without Further Authorization	$	250.00
C.	Routine Visual Inspections and Reporting 2024:	NONE REQUIRED		
	TOTAL		**$**	**850.00**

A. 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.

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

4. INSURANCE

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

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

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

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City

written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

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

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

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

5. NOTICE

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

FOR THE CITY:	FOR THE CONSULTANT:
Name: City of Grimes	Name: Calhoun-Burns & Associates, Inc.
Attn: Matt Ahrens, P.E.	Attn: Jon D. Conzett, P.E.
Title: City Engineer	Title: Vice President
Address: 410 SE Main Street, #102	Address: 1500 30th Street
City, State: Grimes, IA 50111	City, State: West Des Moines, IA 50266

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment

of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires

additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

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

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

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

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

terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

BY: _____ 3/29/23

Name: Jon D. Conzett, P.E.

Title: Vice President

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

_____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

City of Grimes, Iowa
Bridge Inspection Program – 2023

1. Initial and routine inspections shall be performed and completed reports submitted on the following bridges:

FHWA NO.	LOCATION
505285	N Main Street, North of NE 12th Street

City of Grimes, Iowa
Bridge Inspection Program – 2024

1. Initial and routine inspections shall be performed and completed reports submitted on the following bridges: NONE REQUIRED.

ATTACHMENT 2 - PROJECT SCHEDULE

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

Field inspections will be completed in May for each respective Program.

Final reports will be delivered by November for each respective Program.

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

HOURLY BILLING RATES (EFFECTIVE JULY, 2020)

PRINCIPAL OF FIRM IV	$	212.00	/ HOUR
PRINCIPAL OF FIRM III	$	204.00	/ HOUR
PRINCIPAL OF FIRM II	$	196.00	/ HOUR
PRINCIPAL OF FIRM I	$	187.00	/ HOUR
SENIOR PROJECT MANAGER IV	$	172.00	/ HOUR
SENIOR PROJECT MANAGER III	$	168.00	/ HOUR
SENIOR PROJECT MANAGER II	$	164.00	/ HOUR
SENIOR PROJECT MANAGER I	$	160.00	/ HOUR
PROJECT MANAGER IV	$	162.00	/ HOUR
PROJECT MANAGER III	$	158.00	/ HOUR
PROJECT MANAGER II	$	154.00	/ HOUR
PROJECT MANAGER I	$	149.00	/ HOUR
SENIOR PROJECT ENGINEER IV	$	148.00	/ HOUR
SENIOR PROJECT ENGINEER III	$	140.00	/ HOUR
SENIOR PROJECT ENGINEER II	$	131.00	/ HOUR
SENIOR PROJECT ENGINEER I	$	122.00	/ HOUR
PROJECT ENGINEER IV	$	137.00	/ HOUR
PROJECT ENGINEER III	$	127.00	/ HOUR
PROJECT ENGINEER II	$	117.00	/ HOUR
PROJECT ENGINEER I	$	107.00	/ HOUR
SENIOR DESIGN ENGINEER IV	$	124.00	/ HOUR
SENIOR DESIGN ENGINEER III	$	114.00	/ HOUR
SENIOR DESIGN ENGINEER II	$	104.00	/ HOUR
SENIOR DESIGN ENGINEER I	$	94.00	/ HOUR
DESIGN ENGINEER IV	$	114.00	/ HOUR
DESIGN ENGINEER III	$	108.00	/ HOUR
DESIGN ENGINEER II	$	102.00	/ HOUR
DESIGN ENGINEER I	$	96.00	/ HOUR
ENGINEER INTERN	$	81.00	/ HOUR
SENIOR TECHNICIAN IV	$	123.00	/ HOUR
SENIOR TECHNICIAN III	$	118.00	/ HOUR
SENIOR TECHNICIAN II	$	113.00	/ HOUR
SENIOR TECHNICIAN I	$	108.00	/ HOUR
TECHNICIAN IV	$	109.00	/ HOUR
TECHNICIAN III	$	105.00	/ HOUR
TECHNICIAN II	$	100.00	/ HOUR
TECHNICIAN I	$	97.00	/ HOUR
OFFICE MANAGER	$	137.00	/ HOUR
ADMINISTRATIVE ASSISTANT IV	$	93.00	/ HOUR
ADMINISTRATIVE ASSISTANT III	$	89.00	/ HOUR
ADMINISTRATIVE ASSISTANT II	$	85.00	/ HOUR
ADMINISTRATIVE ASSISTANT I	$	81.00	/ HOUR

HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.

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.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: April 11, 2023

AGENDA ITEM: Resolution Requesting a City of Grimes Cost Estimate for a Full and Partial Special Census

BACKGROUND: The last Census population count was done during the Regular Census in 2020. At that time, the City of Grimes population was reported to us by the Bureau at 15,392. The City believes this number was low and may have missed some parts of town. The City is currently following a procedure to seek correction of information maintained and disseminated by the agency subject section 515 guidelines. Based on the explanation and evidence submitted to the Bureau a determination whether a correction is warranted will be determined. Even with trying to correct the number from 2020 we would still like to move forward with the estimate of cost for the census. This would help us decide if the increase in Road Use Tax and Local Option Sales Tax Funds over the period of 2025 through 2030 offset the cost of the special census.

BUDGETARY CONSIDERATIONS: $200.00 for the estimate

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:

RESPONSIBLE STAFF/CONTACT INFORMATION: Rochelle Williams
Prepared by: Rochelle Williams rwilliams@grimesiowa.gov

Prepared by:_____
Return to:_____

GRIMES RESOLUTION 04-1123
RESOLUTION REQUESTING A CITY OF GRIMES COST ESTIMATE FOR FULL AND PARTIAL SPECIAL CENSUS

WHEREAS, the City of Grimes last census population numbers where 15,392 obtained in the 2020 Regular Census;

WHEREAS, the City of Grimes receives Road Use Tax monies yearly based on census population numbers through the State of Iowa on a yearly formula;

WHEREAS, the City of Grimes receives Local Option Sales Tax monies from the State of Iowa based on our census population numbers;

WHEREAS, the City would like to receive a cost estimate for a full and partial special census to see if the cost of the census would out way the benefit;

WHEREAS, the Grimes City Council upon receiving the estimates will determine further action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA instructs the City Clerk to fill out all appropriate forms through the United States Census Bureau and include the required attached letter (exhibit A) to obtain a cost estimate, is hereby approved.

PASSED AND APPROVED THIS 11th day of April 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

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

April 11, 2023

United States Census Bureau
P O Box 277943
Atlanta, Georgia 30384

Special Census Cost Estimate Bureau,

The Grimes City Council would like to request a cost estimate for a full and partial Special Census. The full Special Census would cover the jurisdiction of the entire governmental unit. The partial Special Census would contain at least one full tract that is completely within the jurisdiction of the governmental unit and can contain additional contiguous tracts or blocks.

The City of Grimes Iowa would like to review both proposals to see what would be in the best interest of the City.

Sincerely,

_____
Mayor, Scott Mikkelsen

ATTEST:

_____
City Clerk, Rochelle Williams

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/23

AGENDA ITEM: SE Jacob Street Reconstruction and Storm Sewer – MSA Professional Services, Inc. Professional Services Agreement Amendment No. 2 for additional engineering design.

BACKGROUND: During the construction of the SE Jacob Street Reconstruction and Storm Sewer project last fall, MSA Professional Services, Inc. (MSA) and City staff identified a need for a retaining wall on the outlet end of the 60" culvert near the intersection SE Jacob St. and SE 5th St. The need for the retaining wall is to stabilize the downstream bank and mitigate the potential erosion risks following additional tree removals that were required during channel grading operations.

MSA will be providing the following engineering design services: administration, survey, design, construction plans and specifications. Construction of the retaining wall will be incorporated into the current SE Jacob Street Reconstruction and Storm Sewer project with final completion in late spring or early summer.

BUDGETARY CONSIDERATIONS: The total fee proposed for the additional design engineering services is $4,500.00. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 2 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 APPROVE PROFESSIONAL SERVICES AGREEMENT AMENDMENT

Grimes Resolution No. 04-1223

WHEREAS, the City of Grimes (Grimes) needs additional engineering design services for the SE Jacob Street Reconstruction and Storm Sewer project for retaining wall design; and,

WHEREAS, the engineering firm of MSA Professional Services, Inc. (Engineers), has substantial experience in structural design, and is qualified to provide administration, survey, design, and preparation of construction documents; and,

WHEREAS, Engineers have proposed the attached Professional Services Agreement Amendment No. 2 that has a scope of work to be supplied by the Engineers and compensation to be paid by Grimes for their engineering services related to the retaining wall design; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Professional Services Agreement Amendment No. 2 with the Engineers on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 11th day of April, 2023, and approved by the Mayor on the 11th day of April, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

Amendment No. 2

To: **CITY OF GRIMES**
Scott Mikkelsen
101 NE Harvey Street
Grimes, IA 50111

Date of Issuance: April 11, 2023

MSA Project No.: 09410014
Grimes Finance Project Number: 366-210-6407

This is an amendment to the Agreement dated January 11, 2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Jacob Street Reconstruction

The scope of the work authorized is: **See Attached**

The Total Cost Not to Exceed for Amendment 2 – Jacob Street Reconstruction Retaining Wall Design is: **$4,500.00**

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF GRIMES

Scott Mikkelsen
Mayor
Date:

Phone: (515) 986-3036

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren, P.E.
Team Leader
Date: March 28, 2023

Jake Huck, P.E.
Regional Public Works Manager
Date: March 28, 2023

AMENDMENT 2 – RETAINING WALL DESIGN

This amendment is for the design of the retaining wall extending from the end of the modified pipe apron, terminating at the existing pedestrian bridge, and associated grading work.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. **Design**
    - **Project Administration**
        - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
    - **Quality Assurance/Quality Control**
        - Employ documented quality-assurance/quality-control procedures throughout project.
    - **Project Site Information**
        - Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
        - Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
            - ENGINEER shall establish horizontal and vertical control by State Plane Coordinates (NAD83/Iowa South) and sea level elevations (NAVD88), for the Project area.
            - Surface features to be located include but are not limited to:
                - Existing modified pipe apron
                - Existing pedestrian bridge
                - Drainage channel
    - **Design – Retaining Wall**
        - Wall Design: Prepare wall design, plan and profile construction details.
    - **Plan Preparation and Drafting**
        - Wall Plan Preparation: Prepare wall plans showing topographic survey information, plan and profile view of utilities and roadway, and typical construction details.
    - **Specifications**
        - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.

DELIVERABLES

MSA will provide the following deliverables:

1. Topographic base map: two electronic files, one AutoCAD dwg format (points and line work only). and one PDF format.

ADDITIONAL SERVICES

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

1. Assistance with acquisition of real estate and/or temporary or permanent easements
2. Survey mapping and monumentation
3. Funding applications and administration
4. Additional meetings not specifically listed in the scope.
5. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
6. Permit assistance related to surface waters and wetlands.
7. Variance requests (if required for permit applications included in the scope).

EXCLUSIONS

MSA will not provide the following services related to this project:

1. Utility coordination

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above (exclusive of Construction Observation) as follows:

Total Retaining Wall Design Services (Hourly Not to Exceed)	**$4,500.00**

ATTACHMENT A:
RATE SCHEDULE

CLASSIFICATION	LABOR RATE
Administrative	$ 85 – $140/hr.
Architects	$ 70 – $205/hr.
Community Development Specialists	$140 – $175/hr.
Digital Design	$165 – $180/hr.
Environmental Scientists/Hydrogeologists	$100 – $170/hr.
Geographic Information Systems (GIS)	$ 90 – $175/hr.
Housing Administration	$ 90 – $160/hr.
Inspectors/Zoning Administrators	$100 – $120/hr.
IT Support	$165 – $180/hr.
Land Surveying	$ 90 – $175/hr.
Landscape Designers & Architects	$ 70 – $205/hr.
Planners	$ 95 – $160/hr.
Principals	$200 – $300/hr.
Professional Engineers/Designers of Engineering Systems	$140 – $175/hr.
Project Managers	$145 – $220/hr.
Real Estate Professionals	$130 – $145/hr.
Staff Engineers	$ 70 – $130/hr.
Technicians	$ 90 – $140/hr.
Wastewater Treatment Plant Operator	$ 85 – $105/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	$10
Copies	$0.20/page
Plots	$0.015/sq.in.
Flash Drive	$10
GPS Equipment	$30/hour
Laser Level	$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + $5/day
Mileage – MSA Vehicle	$0.70 mile
Nuclear Density Testing	$25.00/day + $10/test
Organic Vapor Field Meter	$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	$30/hour
Drone Flight	$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023.

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.

MINUTES TO APPROVE PRELIMINARY OFFICIAL STATEMENT AND SET SALE DATE FOR SERIES 2023A BONDS

419952-93

Grimes, Iowa

April 11, 2023

The City Council of the City of Grimes, Iowa, met on April 11, 2023, at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

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: _____.

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

Ayes: _____

Nays: _____.

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

• • • •

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

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

RESOLUTION NO. 04-1323

Resolution setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2023A and authorizing the use of a preliminary official statement in connection therewith

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, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2023A (the "Series 2023A Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by PFM Financial Advisors LLC. (the "Municipal Advisor"); and

WHEREAS, it is now necessary to set the date for the sale of the Series 2023A Bonds and to make provision for the advertisement thereof;

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

Section 1. The City staff are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Municipal Advisor and Dorsey & Whitney LLP (the "Disclosure Counsel"), as the City's bond and disclosure counsel, to prepare the P.O.S. describing the Series 2023A Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor, together with Disclosure Counsel, are hereby authorized to prepare and use a final Official Statement for the Series 2023A Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Series 2023A Bonds and the resolution, when adopted, providing for the sale and issuance of the Series 2023A Bonds, and the City Finance Director is hereby authorized and directed to execute a final Official Statement for the Series 2023A Bonds, if requested by the Municipal Advisor or Disclosure Counsel. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Series 2023A Bonds shall be submitted, as set forth in the P.O.S., received and canvassed on behalf of the City until 10:00 a.m. on April 25, 2023, at the office of the City Clerk, at the City Hall, in the City, and the City Council shall meet on the same date at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Series 2023A Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the "Terms of Offering" attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Series 2023A Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved Tuesday, April 11, 2023.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF DALLAS AND POLK 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 all of the proceedings of the City Council relating to a public hearing on a loan agreement, fixing a date for the sale of General Obligation Corporate Purpose Bonds, Series 2023A and approving a preliminary official statement for the sale of the Series 2023A Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

TERMS OF OFFERING

CITY OF GRIMES, IOWA

$9,425,000* General Obligation Corporate Purpose Bonds, Series 2023A
$16,030,000* General Obligation Urban Renewal Bonds, Series 2023B

Bids for the purchase of City of Grimes, Iowa's (the "City") $9,425,000* General Obligation Corporate Purpose Bonds, Series 2023A (the "Series 2023A Bonds"), and the $16,030,000* General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds") (collectively the "Bonds"), will be received on Tuesday, April 25, 2023 until 10:00 A.M., Central Time, after which time they will be tabulated. The City Council will consider award of the Bonds at 5:30 P.M., Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, telephone 515-724-5734. Information may also be obtained from Marcia Woodke, Finance Director, City of Grimes, 101 N.E. Harvey Street, Grimes, Iowa 50111, telephone 515-986-3036.

This section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

DETAILS OF THE SERIES 2023A BONDS

GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A, in the principal amount of $9,425,000*, will be dated the date of delivery (anticipated to be May 11, 2023), will be in the denomination of $5,000 or multiples thereof, and will mature on June 1 as follows:

Year	Amount*	Year	Amount*
2024	$410,000	2032	$645,000
2025	460,000	2033	680,000
2026	485,000	2034	715,000
2027	505,000	2035	750,000
2028	535,000	2036	785,000
2029	560,000	2037	825,000
2030	585,000	2038	870,000
2031	615,000		

* Preliminary; subject to change.

ADJUSTMENT TO SERIES 2023A BOND MATURITY AMOUNTS

The aggregate principal amount of the Series 2023A Bonds is subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each annual maturity amount in increments of $5,000 but the total amount to be issued will not exceed $9,910,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2023A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2023A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

DETAILS OF THE SERIES 2023B BONDS

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B, in the principal amount of $16,030,000*, will be dated the date of delivery (anticipated to be May 11, 2023), will be in the denomination of $5,000 or multiples thereof, and will mature on June 1 as follows:

Year	Amount*	Year	Amount*
2026	$620,000	2035	$960,000
2027	650,000	2036	1,010,000
2028	685,000	2037	1,060,000
2029	720,000	2038	1,115,000
2030	755,000	2039	1,170,000
2031	790,000	2040	1,230,000
2032	830,000	2041	1,290,000
2033	875,000	2042	1,355,000
2034	915,000		

* Preliminary; subject to change.

ADJUSTMENT TO SERIES 2023B BOND MATURITY AMOUNTS

The aggregate principal amount of the Series 2023B Bonds is subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each annual maturity amount in increments of $5,000 but the total amount to be issued will not exceed $17,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2023B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2023B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on December 1, 2023 and semiannually on the first day of June and December thereafter. Interest and principal shall be paid to the registered holder of a Series 2023B Bond as shown on the records of ownership maintained by the Registrar as of the close of business on the 15th day of the month next preceding the interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE BONDS

The Bonds due after June 1, 2031 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

TERM BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The applicable bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORMS for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

GOOD FAITH DEPOSITS

A good faith deposit in the amount of $94,250 for the Series 2023A Bonds (the "Series 2023A Deposit"), and $160,300 for the Series 2023B Bonds (the "Series 2023B Deposit") (collectively, the "Deposits"), is required from the lowest bidder only of each respective series of the Bonds. The lowest bidder(s) of each respective series of the Bonds is required to submit such Deposit payable to the order of the City, not later than 12:00 P.M. Central Time on the day of the sale of the Bonds in the form of either (i) a cashier's check provided to the City or its Municipal Advisor, or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder(s) may be rejected and the City may direct the second lowest bidder(s) to submit a deposit and thereafter may award the sale of each respective series of the Bonds to the same. No interest on the Deposits will accrue to the successful bidder(s) (the "Purchaser(s)"). The Deposits will be applied to the purchase price of each respective series of the Bonds. In the event a Purchaser(s) fails to honor its accepted bid proposal, the applicable deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the Bonds for a price not less than $9,311,900 for the Series 2023A Bonds and $15,837,640 for the Series 2023B Bonds, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations as set forth in the "BIDDING PARAMETERS" section herein. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORMS provided by the City. The Bonds will be awarded to the bidder(s) of each respective series of the bonds offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSITS" sections herein. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bid as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

For each respective series of the bonds, the bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Form of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORMS provided by the City or through PARITY® competitive bidding system (the "Internet Bid System"). The City shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder(s) who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the OFFICIAL BID FORMS. The time, as maintained by the Internet Bid System, shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City's Finance Director, 101 N.E. Harvey Street, Grimes, Iowa 50111, or at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC. Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling (212) 849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORMS. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORMS shall control in the event of conflict with information provided by the Internet Bid System.

BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser(s), as a condition of delivery of the Bonds, will be required to deposit the bond certificates with the Registrar on behalf of DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser(s). Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser(s), except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser(s). Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser(s) shall not constitute cause for failure or refusal by the Purchaser(s) to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser(s).

DELIVERY

The Bonds will be delivered to the Purchaser(s) via Fast Automated Securities Transfer ("FAST") delivery with the Registrar holding the Bonds on behalf of DTC, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser(s), the Purchaser(s) may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser(s) five working days' notice of the delivery date and the City will expect payment in full on that date; otherwise, reserving the right at its option to determine that the Purchaser(s) failed to comply with the offer of purchase.

ELECTRONIC TRANSCRIPTS

The Purchaser(s) consents to the receipt of electronic transcripts and acknowledges the City's intended use of electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

ESTABLISHMENT OF ISSUE PRICE

In order to establish the issue price of the Bonds for federal income tax purposes, the City requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the "initial offering price") for each maturity as set forth in the bid, and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate "maturity," and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder's own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the City to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the City shall advise the winning bidder at or prior to the time of award whether (i) the competitive sale rule, or (ii) the "hold-the-offering price" rule applies.

If the City advises the Purchaser(s) that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the Purchaser(s) will be required to deliver to the City at or prior to closing certifications substantially in the forms attached hereto as EXHIBIT 1-A, as to the reasonably expected initial offering price as of the award date.

If the City advises the Purchaser(s) the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies, the Purchaser(s) shall (1) upon the request of the City, confirm the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date, or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the City certifications substantially in the forms attached hereto as EXHIBIT 1-B, together with a copy of the pricing wire.

Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by its Municipal Advisor.

Bidders should prepare their bids on the assumption the Bonds will be subject to the "hold-the-offering-price" rule. Any bid submitted pursuant to the TERMS OF OFFERING and OFFICIAL BID FORMS shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement when further supplemented with offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and the identity of the underwriters, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). By awarding

the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORMS therefore, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 25 copies of the final Official Statement to permit each "Participating Underwriter" (as that term is defined in Rule) to comply with the provisions of the Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORMS with respect to the Bonds, agrees thereby, that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than June 30 of each year, commencing with the Fiscal Year ending June 30, 2023, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX C to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Purchaser(s) in complying with section (b)(5) of the Rule.

During the previous five years, the City has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule.

Breach of the Undertakings will not constitute a default or an "Event of Default" under the Bonds or the resolutions for the Bonds. A broker or dealer is to consider a known breach of the Undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the Undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated the Committee on Uniform Security Identification Procedures ("CUSIP") numbers will be printed on the Bonds and the Purchaser(s) must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser(s) to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
City of Grimes, Iowa
/s/ Marcia Woodke, Finance Director

SCHEDULE OF BOND YEARS

$9,425,000*
CITY OF GRIMES, IOWA
General Obligation Corporate Purpose Bonds, Series 2023A

Bonds Dated: May 11, 2023
Interest Due: December 1, 2023 and each June 1 and December 1 to maturity
Principal Due: June 1, 2024-2038

Year	Principal *	Bond Years	Bond Years
2024	$410,000	432.78	432.78
2025	460,000	945.56	1,378.33
2026	485,000	1,481.94	2,860.28
2027	505,000	2,048.06	4,908.33
2028	535,000	2,704.72	7,613.06
2029	560,000	3,391.11	11,004.17
2030	585,000	4,127.50	15,131.67
2031	615,000	4,954.17	20,085.83
2032	645,000	5,840.83	25,926.67
2033	680,000	6,837.78	32,764.44
2034	715,000	7,904.72	40,669.17
2035	750,000	9,041.67	49,710.83
2036	785,000	10,248.61	59,959.44
2037	825,000	11,595.83	71,555.28
2038	870,000	13,098.33	84,653.61

Average Maturity (dated date): 8.98 Years

* Preliminary; subject to change.

SCHEDULE OF BOND YEARS

$16,030,000*
CITY OF GRIMES, IOWA
General Obligation Urban Renewal Bonds, Series 2023B

Bonds Dated: May 11, 2023
Interest Due: December 1, 2023 and each June 1 and December 1 to maturity
Principal Due: June 1, 2026-2042

Year	Principal *	Bond Years	Bond Years
2026	$620,000	1,894.44	1,894.44
2027	650,000	2,636.11	4,530.56
2028	685,000	3,463.06	7,993.61
2029	720,000	4,360.00	12,353.61
2030	755,000	5,326.94	17,680.56
2031	790,000	6,363.89	24,044.44
2032	830,000	7,516.11	31,560.56
2033	875,000	8,798.61	40,359.17
2034	915,000	10,115.83	50,475.00
2035	960,000	11,573.33	62,048.33
2036	1,010,000	13,186.11	75,234.44
2037	1,060,000	14,898.89	90,133.33
2038	1,115,000	16,786.94	106,920.28
2039	1,170,000	18,785.00	125,705.28
2040	1,230,000	20,978.33	146,683.61
2041	1,290,000	23,291.67	169,975.28
2042	1,355,000	25,820.28	195,795.56

Average Maturity (dated date): 12.21 Years

* Preliminary; subject to change.

Exhibit 1-A

FORMS OF ISSUE PRICE CERTIFICATES
(competitive sale 3 bids)

$9,425,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A

Form of ISSUE PRICE CERTIFICATE

(3 or More Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Issuer* means the City of Grimes, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit

interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 25, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: May 11, 2023

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

$16,030,000
GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B

Form of ISSUE PRICE CERTIFICATE

(3 or More Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Issuer* means the City of Grimes, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 25, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: May 11, 2023

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

Exhibit 1-B

FORMS OF ISSUE PRICE CERTIFICATES
(Form - Fewer than 3 bids)

$9,425,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A

Form of ISSUE PRICE CERTIFICATE

(Fewer than 3 Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["[SHORT NAME OF UNDERWRITER]")][the "Representative")][, on behalf of itself and [UNDERWRITER OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Initial Offering Price of the Bonds***. [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public*.** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule***. [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]'s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Holding Period* means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 2, 2023), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Grimes, Iowa.

(c) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 25, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By:_____

Name:_____

Dated: May 11, 2023

SCHEDULE A

INITIAL OFFERING PRICES OF THE BONDS

(*Attached*)

SCHEDULE B

PRICING WIRE

(*Attached*)

SCHEDULE C

SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE AT THE INITIAL OFFERING PRICE

(*Attached*)

$16,030,000
GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B

Form of ISSUE PRICE CERTIFICATE

(Fewer than 3 Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["[SHORT NAME OF UNDERWRITER]")][the "Representative")][, on behalf of itself and [UNDERWRITER OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Initial Offering Price of the Bonds***. [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public*.** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule***. [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]'s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Holding Period* means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 2, 2023), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Grimes, Iowa.

(c) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public

(including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 25, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By:_____

Name:_____

Dated: May 11, 2023

SCHEDULE A

INITIAL OFFERING PRICES OF THE BONDS

(*Attached*)

SCHEDULE B

PRICING WIRE

(*Attached*)

SCHEDULE C

SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE AT THE INITIAL OFFERING PRICE

(*Attached*)

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE - DTC BOOK ENTRY ONLY

RATING: Moody's: "[__]"
(See "Rating" herein.)

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds (i) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers by Section 55 of the Code. Interest on the Bonds may, however, be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code) for tax years beginning after December 31, 2022. Interest on the Series 2023B Bonds is exempt from the taxes imposed by Division II (Personal Net Income Tax) and Division III (Business Tax on Corporations) of Iowa Code Chapter 422, as amended, and will not be included in "adjusted current earnings" to be used in computing the "state alternative minimum taxable income" of corporations for purposes of Iowa Code Section 422.33, as amended. Interest on the Series 2023B Bonds is subject to the taxes imposed by Division V (Taxation of Financial Institutions) of Iowa Code chapter 422, as amended. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

City of Grimes, Iowa

$9,425,000* General Obligation Corporate Purpose Bonds, Series 2023A

$16,030,000* General Obligation Urban Renewal Bonds, Series 2023B

Dated: Date of Delivery

Due: As shown on inside cover

The $9,425,000* General Obligation Corporate Purpose Bonds, Series 2023A (the "Series 2023A Bonds") and $16,030,000 General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds" and, together with the Series 2023A Bonds, the "Bonds"), are being issued in fully registered form in denominations of $5,000 or any integral multiple thereof pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2023, as amended and one or more resolutions authorizing issuance of the Bonds (the "Resolutions") expected to be adopted by the City of Grimes, Iowa (the "Issuer" or the "City") on April 25, 2023*. The Depository Trust Company, New York, New York ("DTC") will act as the securities depository for the Bonds and its nominee, Cede & Co., will be the registered owner of the Bonds. Individual purchases of the Bonds will be recorded on a book-entry only system operated by DTC. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. So long as DTC or its nominee, Cede & Co., is the Bondholder, the principal of, premium, if any, and interest on the Bonds will be paid by UMB Bank, n.a., West Des Moines, Iowa, as Registrar and Paying Agent (the "Registrar"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. See "APPENDIX E – BOOK-ENTRY SYSTEM" herein.

The Bonds will bear interest from their dated date, payable semiannually on each June 1 and December 1, commencing December 1, 2023*. The Bonds are subject to mandatory sinking fund redemption by the Issuer prior to their stated maturities in the manner and at the time described herein. All of the Bonds then outstanding are subject to optional redemption at the option of the Issuer, as a whole or in part, from any source of available funds, on June 1, 2031* or on any date thereafter at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium. See "THE BONDS – Redemption" herein.

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "SECURITY AND SOURCE OF PAYMENT" herein.

Proceeds of the Series 2023A Bonds will be used for the purpose of paying the cost, 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; (c) undertaking improvements to existing municipal parks and (d) paying certain costs of issuance related to the Bonds. Proceeds of the 2023B Bonds will be used for the purpose of paying the cost, to that extent, of (a) 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; and (b) paying certain costs of issuance related to the Bonds. See "PLAN OF FINANCING" herein.

The Bonds are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of opinions as to legality, validity and tax exemption by Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with the issuance of the Bonds. It is expected that the Bonds in the definitive form will be available for delivery through the facilities of DTC on or about May 11, 2023*.

The Date of this Official Statement is April __, 2023

* Preliminary, subject to change

MATURITY SCHEDULES

City of Grimes, Iowa

$9,425,000*
General Obligation Corporate Purpose Bonds, Series 2023A

Due	Amount*	Rate*	Yield*	Cusip Num.**	Due	Amount*	Rate*	Yield*	Cusip Num.**
June 1, 2024	$410,000				June 1, 2032	$645,000			
June 1, 2025	$460,000				June 1, 2033	$680,000			
June 1, 2026	$485,000				June 1, 2034	$715,000			
June 1, 2027	$505,000				June 1, 2035	$750,000			
June 1, 2028	$535,000				June 1, 2036	$785,000			
June 1, 2029	$560,000				June 1, 2037	$825,000			
June 1, 2030	$585,000				June 1, 2038	$870,000			
June 1, 2031	$615,000								

$16,030,000*
General Obligation Urban Renewal Bonds, Series 2023B

Due	Amount*	Rate*	Yield*	Cusip Num.**	Due	Amount*	Rate*	Yield*	Cusip Num.**
June 1, 2026	$620,000				June 1, 2035	$ 960,000			
June 1, 2027	$650,000				June 1, 2036	$1,010,000			
June 1, 2028	$685,000				June 1, 2037	$1,060,000			
June 1, 2029	$720,000				June 1, 2038	$1,115,000			
June 1, 2030	$755,000				June 1, 2039	$1,170,000			
June 1, 2031	$790,000				June 1, 2040	$1,230,000			
June 1, 2032	$830,000				June 1, 2041	$1,290,000			
June 1, 2033	$875,000				June 1, 2042	$1,355,000			
June 1, 2034	$915,000								

* Preliminary, subject to change

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Bonds nor do they make any representation as to the correctness of such CUSIP numbers on the Bonds or as indicated above.

No dealer, broker, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The information set forth herein has been obtained from the Issuer and from other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No representation is made regarding whether the Bonds constitute legal investments under the laws of any state for banks, savings banks, savings and loan associations, life insurance companies, and other institutions organized in such state, or fiduciaries subject to the laws of such state.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES ATTACHED HERETO, CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS "ANTICIPATED," "PLAN," "EXPECT," "PROJECTED," "ESTIMATE," "BUDGET," "PRO FORMA," "FORECAST," "INTEND," OR OTHER WORDS OF SIMILAR IMPORT. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO DIFFER FROM THOSE EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE ISSUER DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Securities and Exchange Commission Rule 15c2-12.

In connection with the issuance of the Bonds, the Issuer will enter into a Continuing Disclosure Certificate. See "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE."

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OFFICIAL STATEMENT

City of Grimes, Iowa

$9,425,000* **$16,030,000***
General Obligation Corporate Purpose Bonds, Series 2023A **General Obligation Urban Renewal Bonds, Series 2023B**

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices hereto (the "Official Statement"), is to set forth certain information in conjunction with the sale of $9,425,000* General Obligation Corporate Purpose Bonds, Series 2023A (the "Series 2023A Bonds") and $16,030,000 General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds" and, together with the Series 2023A Bonds, the "Bonds") of the City of Grimes, Iowa (the "Issuer" or the "City"). This Introduction is not a summary of this Official Statement, but is only a brief description of the Bonds and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety. The offering of the Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Copies of statutes, resolutions, ordinances, reports or other documents referred to herein are available, upon request, from the Issuer.

The Bonds are being issued pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2023, as amended (collectively, the "Act") and one or more resolutions expected to be adopted by the Issuer on April 25, 2023* (the "Resolutions") to evidence the obligations of the Issuer under one or more loan agreements (the "Loan Agreements") between the Issuer and the Underwriter.

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "SECURITY AND SOURCE OF PAYMENT" herein.

Proceeds of the Series 2023A Bonds will be used for the purpose of paying the cost, 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; (c) undertaking improvements to existing municipal parks and (d) paying certain costs of issuance related to the Bonds. Proceeds of the 2023B Bonds will be used for the purpose of paying the cost, to that extent, of (a) undertaking the Sports Complex Development Project (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 Area"); and (b) paying certain costs of issuance related to the Bonds. See "PLAN OF FINANCING" and "SOURCES AND USES OF FUNDS" herein.

[In the future, the Issuer anticipates authorizing additional bonds (the "Additional Bonds") to finance [additional costs of the Project][future projects for the Issuer/Utility], but has not finalized timing and amounts. The Additional Bonds are not being offered pursuant to this Official Statement, and any potential bonds constitute separate issues.]

THE ISSUER

The Issuer, with a 2020 U.S. Census population of 15,392, comprises approximately 11.87 square miles. The Issuer operates under a statutory form of government consisting of a five-member City Council, of which the Mayor is not a voting member. Additional information concerning the Issuer is included in "APPENDIX A – INFORMATION ABOUT THE ISSUER" hereto.

THE BONDS

General

The Bonds will be issued in fully registered form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Interest on and principal of the Bonds are payable in lawful money of the United States of America.

The Bonds are dated as of the date of their delivery, will mature on June 1 in the years and in the amounts set forth on the inside cover page hereof, and will bear interest at the rates to be set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2023*, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable to the persons who were registered owners thereof as of the fifteenth day of the

* Preliminary, subject to change

month immediately preceding the interest payment date, to the addresses appearing on the registration books maintained by the Registrar or such other address as is furnished to the Registrar in writing by a registered owner. The Bonds are issuable in denominations of $5,000 or any integral multiple thereof.

Redemption

Optional Redemption. All of the Bonds then outstanding are subject to redemption at the option of the Issuer, as a whole or in part, from any source of available funds, beginning June 1, 2031* or on any date thereafter at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium.

Selection of Bonds for Redemption. Bonds subject to redemption will be selected in such order of maturity as the Issuer may direct. If less than all of the Bonds of a single maturity are to be redeemed, the Bonds to be redeemed will be selected by lot or other random method by the Registrar in such a manner as the Registrar may determine.

Notice of Redemption. Prior to the redemption of any Bonds under the provisions of the Resolutions, the Registrar shall give notice by certified mail or electronic means not less than thirty (30) days prior to the redemption date to each registered owner thereof.

SECURITY AND SOURCE OF PAYMENT

General

Pursuant to the Resolutions and the Act, the Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "APPENDIX A – INFORMATION ABOUT THE ISSUER."

Section 76.2 of the Code of Iowa, 2023, as amended (the "Iowa Code") provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of this resolution shall be filed with the County Auditor for each County in which the Issuer is located, giving rise to a duty of the County Auditors to annually enter this levy for collection from the taxable property within the boundaries of the Issuer, until funds are realized to pay the bonds in full.

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, the Resolutions provides for the levy of a tax sufficient for that purpose on all the taxable property in the Issuer in each of the years while the Bonds are outstanding. The Issuer shall file certified copies of the Resolutions with the County Auditors, pursuant to which the County Auditors are instructed to enter for collection and assess the tax 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 Issuer and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the Issuer 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 and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Iowa Code, each year while the Bonds remain outstanding and unpaid, any funds of the Issuer which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the Resolutions, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the Issuer's budget. [While not pledged to Bondholders, the Issuer may use tax increment revenues for the payment of the principal of and interest on the Bonds.]

BONDHOLDERS' RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Tax Levy Procedures

The Bonds are general obligations of the Issuer, payable from and secured by a continuing ad-valorem tax levied against all of the taxable property within the boundaries of the Issuer. As part of the budgetary process of the Issuer each fiscal year the Issuer will have an obligation to request a debt service levy to be applied against all of the taxable property within the boundaries of the Issuer. A failure on the part of the Issuer to make a timely levy request or a levy request by the Issuer that is inaccurate or is insufficient to make

* Preliminary, subject to change

full payments of the debt service on the Bonds for a particular fiscal year may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

Changes in Property Taxation

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds.

Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential negative impact, if any, on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolutions.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolutions or the Loan Agreements. The remedies available to the Bondholders upon an event of default under the Resolutions or the Loan Agreements, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreements or the Resolutions may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the Resolutions or the Loan Agreements, including principal of and interest on the Bonds.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular Bond or Bonds issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss

Moody's Investors Service ("Moody's") has assigned a rating of "[__]" to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Bankruptcy and Insolvency

The rights and remedies provided in the Resolutions may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds, the Loan Agreements and the Resolutions, including the opinions of Bond Counsel, will be similarly qualified. If the Issuer were to file a petition under chapter nine of the federal bankruptcy code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolutions. In the event the Issuer fails to comply with its covenants under the Resolutions or

fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under sections 76.16 and 76.16A of the Iowa Code, a city, county, or other political subdivision may become a debtor under chapter nine of the federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, *"debt"* means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) that all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) that such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) that as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) that the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Iowa Code, or other political subdivision.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "anticipated," "plan," "expect," "projected," "estimate," "budget," "pro forma," "forecast," "intend," and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the Issuer to pay debt service when due on the Bonds.

Tax Matters and Loss of Tax Exemption

As discussed under the heading "TAX EXEMPTION AND RELATED TAX MATTERS" herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the Issuer in violation of its covenants in the Resolutions. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

It is possible that actions of the Issuer after the closing of the Bonds will alter the tax exempt status of the Bonds, and, in the extreme, remove the tax exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners

Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the Issuer nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "APPENDIX E – BOOK-ENTRY SYSTEM."

Proposed Federal Tax Legislation

From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

Cybersecurity

The Issuer, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the Issuer will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the Issuer's information systems could impact business operations and systems, and the costs of remedying any such damage could be significant.

Pension and OPEB Information

The Issuer contributes to the Iowa Public Employees' Retirement System ("IPERS"), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the Issuer are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The IPERS Annual Comprehensive Financial Report for its fiscal year ended June 30, 2022 (the "IPERS ACFR"), indicates that as of June 30, 2022, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 89.50%, and the unfunded actuarial liability was approximately $4.616 billion. The IPERS ACFR identifies the IPERS Net Pension Liability at June 30, 2022, at approximately $3.778 billion, while its net pension asset at June 30, 2021, was approximately $345.2 million. The IPERS ACFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on IPERS.

Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Underwriter and the Issuer undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.

In fiscal year ended June 30, 2022, the Issuer's IPERS contribution totaled approximately $425,862. The Issuer is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability (asset) among its members, with the Issuer's identified portion at June 30, 2022, at approximately $(951,464). While the Issuer's contributions to IPERS are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer. See "APPENDIX D — AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on pension and OPEB obligations of the Issuer.

The Issuer operates a single-employer health benefit plan which provides medical/prescription drug benefits for employees, retirees and their spouses. Group insurance benefits are established under the Iowa Code, Chapter 509A.13. The Issuer currently finances the benefit on a pay-as-you-go basis. For the year ended June 30, 2022, the City contributed $527,628 and plan members eligible for benefits contributed $43,186 to the plan. At June 30, 2022, no assets have been accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. Individuals who are employed by the Issuer and are eligible to participate in the group health plan are eligible to continue health care benefits upon retirement. Retirees under age 65 pay the same premium for the medical/prescription drug benefits as active employees, which results in an implicit rate subsidy. Participants must be age 55 or older at retirement, with the exception of special service participants who must be age 50 with 22 years of service. At June 30, 2022, there were 55 active and no inactive members in the plan. See "APPENDIX D — AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on other post-employment benefits of the Issuer.

Risk of Audit

The Internal Revenue Service has an ongoing program to audit tax-exempt obligations to determine the legitimacy of the tax status of such obligations. No assurance can be given as to whether the Internal Revenue Service will commence an audit of the Bonds. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the appendices hereto.

LITIGATION

The Issuer encounters litigation occasionally, as a course of business; however, no litigation currently exists that is not believed to be covered by current insurance carriers and the Issuer is not aware of any pending litigation that questions the validity of these Bonds.

ACCOUNTANT

The financial statements of the Issuer as of and for the year ended June 30, 2022, included in this Official Statement as Appendix D, have been audited by Denman & Company LLP, West Des Moines, Iowa, independent auditors, as stated in their report appearing herein. Denman & Company LLP has not been engaged to perform, and has not performed, any procedures on the financial statements after June 30, 2022, and also has not performed any procedures relating to this Official Statement.

The financial statements are prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles.

MUNICIPAL ADVISOR

The Issuer has retained PFM Financial Advisors LLC as Municipal Advisor (the "Municipal Advisor") in connection with the preparation of the issuance of the Bonds. In assisting with the preparation of the Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in the Official Statement. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

PLAN OF FINANCING

The Issuer will use the proceeds of the Bonds to provide funds for the purpose of paying the cost, 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; (c) undertaking improvements to existing municipal parks and (d) paying certain costs of issuance related to the Bonds. Proceeds of the 2023B Bonds will be used for the purpose of paying the cost, to that extent, of (a) undertaking the Sports Complex Development Project in the Urban Renewal Area; and (b) paying certain costs of issuance related to the Bonds.

SOURCES AND USES OF FUNDS

The following are estimated sources and uses of funds, with respect to the Bonds.

Sources of Funds	**Series 2023A**	**Series 2023B**
Bond Principal	$9,425,000*	$16,030,000*
Premium	$	$
Total Sources of Funds	$	$
Uses of Funds		
Project Fund	$	$
Costs of Issuance & Contingency(1)	$	$
Total Uses of Funds	$	$

(1) Includes, among other things, payment of certain legal, financial and other expenses related to the issuance of the Bonds (including, without limitation, underwriters' discount). See the discussion under the caption "UNDERWRITING" herein.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption

The opinions of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers under the Code.

The opinion set forth in the preceding sentence will be subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest

* Preliminary, subject to change

on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolutions authorizing the issuance of the Bonds, the Issuer will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits, taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, and corporations that may be subject to the alternative minimum tax. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

Proposed Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

State of Iowa Taxation

The opinion of Bond Counsel will also state that interest on the Series 2023B Bonds is exempt from the taxes imposed by Division II (Personal Net Income Tax) and Division III (Business Tax on Corporations) of Iowa Code Chapter 422, as amended, and will not be included in "adjusted current earnings" to be used in computing the "state alternative minimum taxable income" of corporations for purposes of Iowa Code Section 422.33, as amended. Interest on the Series 2023B Bonds is subject to the taxes imposed by Division V (Taxation of Financial Institutions) of Iowa Code Chapter 422, as amended.

Original Issue Premium

The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder's constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

Original Issue Discount

The Bonds maturing in the years _____ (collectively, the "Discount Bonds") are being sold at a discount from the principal amount payable on such Discount Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the "Issue Price") and the principal amount payable at maturity constitutes "original issue discount" under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Code is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner's federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

The Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see "TAX EXEMPTION AND RELATED TAX MATTERS" herein) are subject to the approving legal opinions of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, forms of which are attached hereto as "APPENDIX B – FORMS OF BOND COUNSEL OPINIONS." Signed copies of the opinions, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Underwriter at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with issuance of the Bonds.

The legal opinions to be delivered will express the professional judgment of Bond Counsel, and by rendering such legal opinions, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

RATING

The Bonds are rated "[__]" by Moody's. The rating reflects only the views of Moody's, and an explanation of the significance of that rating may be obtained only from Moody's and its published materials. The rating described above is not a recommendation to buy, sell or hold the Bonds. There can be no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of Moody's, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the rating is still in effect. A downward revision or withdrawal of the rating is likely to have an adverse effect on the market price and marketability of the Bonds. The Issuer has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

CONTINUING DISCLOSURE

The Issuer will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Bonds to provide annually certain financial information and operating data relating to the Issuer (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the Issuer no later than twelve months after the close of each fiscal year, commencing with the fiscal year ending June 30, 2022, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE." The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule").

During the previous five years, the Issuer has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule.

UNDERWRITING

The Bonds are being purchased, subject to certain conditions, by _____ (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Bonds at an aggregate purchase price of $_____ (reflecting the par amount of the Bonds with original issue premium of $_____ and an underwriter's discount of $_____).

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Bonds may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Bonds subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Bonds at the request of the holder thereof.

MISCELLANEOUS

Brief descriptions or summaries of the Issuer, the Bonds, the Resolutions and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Resolutions and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entireties by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the Issuer.

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or Owners of any of the Bonds.

The attached APPENDICES A, B, C, D, E and F are integral parts of this Official Statement and must be read together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The Issuer has reviewed the information contained herein which relates to it and has approved all such information for use within this Official Statement. The execution and delivery of this Official Statement has been duly authorized by the Issuer.

City of Grimes, Iowa

/s/_____

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF GRIMES, IOWA

The $9,425,000 General Obligation Corporate Purpose Bonds, Series 2023A (the "Series 2023A Bonds") and the $16,030,000* General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds) (collectively the "Bonds") are general obligations of the City of Grimes, Iowa (the "City") for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.*

* Preliminary; subject to change.

CITY PROPERTY VALUES

PROPERTY TAX VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2021 final Actual Values were adjusted by the Polk and Dallas County Auditors. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy.

For assessment year 2021, the taxable value rollback rate was 54.1302% of actual value for residential property; 89.0412% of actual value for agricultural property; 63.7500% of the actual value for multiresidential property; 90.0000% of actual value for commercial, industrial and railroad property; and 100.0000% of the actual value of utility property.

For assessment year 2022, the taxable value rollback rate was 54.6501% of actual value for residential property; 91.6430% of actual value for agricultural property; 63.7500% of the actual value for multiresidential property; 90.0000% of actual value for commercial, industrial and railroad property; and 100.0000% of the actual value of utility property.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

Assessment Year	Fiscal Year	Agricultural Land & Buildings	Residential	Multiresidential	Commercial Industrial & Railroad	Utilities
2018	2019-20	56.1324%	56.9180%	75.0000%	90.0000%	100.0000%
2019	2020-21	81.4832%	55.0743%	71.2500%	90.0000%	100.0000%
2020	2021-22	84.0305%	56.4094%	67.5000%	90.0000%	98.5489%
2021	2022-23	89.0412%	54.1302%	63.7500%	90.0000%	100.0000%
2022 [1)]	2023-24	91.6430%	54.6501%	N/A [2)]	90.0000%	100.0000%

1) January 1, 2022 rollback percentages are now available from the State of Iowa and become effective July 1, 2023.
2) During the 2021 legislative session, House File 418 ("2021 Act") was signed into law on March 8, 2021, applicable to valuations beginning January 1, 2022. The 2021 Act removed the multiresidential property classification by reclassifying certain multiple unit properties as a subset of "residential" property. The multiresidential classification was created as part of the January 1, 2015 valuations and this separate classification has become unnecessary due to the equalization of the residential and multi-residential classifications as of January 1, 2022.

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PROPERTY VALUATIONS

Actual (100%) Valuations for the City

Property Class	Assessment Year: / Fiscal Year:	1-1-2018 / 2019-20	1-1-2019 / 2020-21	1-1-2020 / 2021-22	1-1-2021 / 2022-23	1-1-2022 / 2023-24 [1]
Residential		$942,155,461	$1,059,102,240	$1,081,610,311	$1,177,208,712	$1,377,113,510
Commercial		264,848,206	304,323,627	332,121,798	401,443,296	464,716,293
Industrial		42,904,066	51,607,034	50,838,515	61,690,633	63,278,588
Multiresidential		29,397,992	50,910,322	75,861,661	105,772,759	0
Railroads		0	0	0	0	0
Utilities w/o Gas & Electric		1,848,940	1,491,641	1,077,822	678,254	30,870
Total Valuation		$1,281,154,665	$1,467,434,864	$1,541,510,107	$1,746,793,654	$1,905,139,261
Less: Military Exemption		(679,871)	(703,760)	(694,500)	(681,612)	(652,645)
Net Valuation		$1,280,474,794	$1,466,731,104	$1,540,815,607	$1,746,112,042	$1,904,486,616
TIF increment (used to compute debt service levies and constitutional debt limit)		$63,372,525	$120,537,987	$169,944,895	$219,649,460	$213,092,879
Taxed Separately:						
Agricultural Land		$6,358,150	$4,533,290	$4,440,212	$4,460,920	$4,324,864
Agricultural Buildings		$243,260	$202,980	$291,810	$338,240	$336,350
Gas & Electric Utilities		$42,683,886	$43,680,022	$41,045,037	$47,164,193	$57,532,196

1) January 1, 2022 valuations are now available from the State of Iowa and become effective July 1, 2023.

Taxable ("Rollback") Valuations for the City

Property Class	Assessment Year: / Fiscal Year:	1-1-2018 / 2019-20	1-1-2019 / 2020-21	1-1-2020 / 2021-22	1-1-2021 / 2022-23	1-1-2022 / 2023-24 [1]
Residential		$519,932,163	$550,161,349	$566,475,999	$579,277,095	$690,392,487
Commercial		236,230,585	270,186,626	293,532,027	354,365,507	395,363,916
Industrial		38,353,187	45,919,074	45,047,873	54,552,875	55,176,195
Multiresidential		21,661,111	34,988,167	48,296,005	62,247,970	0
Railroads		0	0	0	0	0
Utilities w/o Gas & Electric		1,848,940	1,491,641	1,062,181	678,254	30,870
Total Valuation		$818,025,986	$902,746,857	$954,414,085	$1,051,121,701	$1,140,963,468
Less: Military Exemption		(679,871)	(703,760)	(694,500)	(681,612)	(652,645)
Net Valuation		$817,346,115	$902,043,097	$953,719,585	$1,050,440,089	$1,140,310,823
TIF increment (used to compute debt service levies and constitutional debt limit)		$63,372,525	$120,537,987	$169,944,895	$219,649,460	$213,092,879
Taxed Separately:						
Agricultural Land		$3,568,969	$3,693,863	$3,731,133	$3,972,058	$3,963,440
Agricultural Buildings		$136,548	$165,395	$245,210	$301,172	$308,241
Gas & Electric Utilities		$19,759,461	$19,265,668	$17,158,164	$17,874,455	$18,774,325

1) January 1, 2022 Valuations are now available from the State of Iowa and become effective July 1, 2023.

Trend of Valuations

Assessment Year	Payable Fiscal Year	100% Actual Valuation Valuation	% Change	Net Taxable Valuation Valuation	% Change	Taxable TIF Increment Valuation	% Change
2018	2019-20	$1,393,132,615	10.31%	$837,105,576	14.08%	$63,372,525	(5.44%)
2019	2020-21	1,635,685,383	17.41%	921,308,765	10.06%	120,537,987	90.21%
2020	2021-22	1,756,537,561	7.39%	970,877,749	5.38%	169,944,895	40.99%
2021	2022-23	2,017,724,855	14.87%	1,068,314,544	10.04%	219,649,460	29.25%
2022 [1)]	2023-24	2,179,772,905	8.03%	1,159,085,148	8.50%	213,092,879	(2.99%)

2) January 1, 2022 Valuations are now available from the State of Iowa and become effective July 1, 2023.

The 100% Actual Valuation, before rollback and after the reduction of military exemption, includes Ag. Land & Buildings, TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land & Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

LARGER TAXPAYERS

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Dallas County and Polk County auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. The City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

Taxpayer [1)]	Valuation Category	1/1/2021 Taxable Valuation [2)]
BTG Iowa LLC	Commercial	$23,287,167
The Summit at Heritage LLC	Commercial	21,165,000
Prairie Business Park I LLC	Commercial	20,520,000
Edward Rose Millennial Development LLC	Commercial	19,571,250
Menard, Inc.	Commercial	18,615,600
Mark Anderson Properties LLC	Commercial	14,404,500
Prairie Business Park III LLC	Commercial	14,311,006
Steven A Cuculich Sr 2021 Irrevocable Trust	Industrial	13,770,000
Prairie Business Park II LLC	Commercial	13,500,000
URSF IA Grimes LLC	Commercial	13,326,075

1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.
2) The Taxable Valuation listed represents only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

Source: Dallas and Polk Counties Auditor's Offices

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2021 Actual valuation currently applicable to the Fiscal Year 2022-23, is as follows:

2021 Actual Valuation of Property	$2,017,724,855 [1)]
Legal Debt Limit of 5%	0.05
Legal Debt Limit	$100,886,242
Less: General Obligation Debt Subject to Limit	(77,115,000)*
Less: Developer Rebate Agreements Subject to Debt Limit	(3,910,781)
Net Debt Limit	$19,860,461 *

1) Actual Valuation of Property as reported by the Iowa Department of Management.

OUTSTANDING GENERAL OBLIGATION DEBT

General Obligation Debt Paid by Property Taxes, TIF Increment Revenues and GrimesPlex Revenues (Includes Series 2023A and Series 2023B Bonds)

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 05/11/23
6/15	$8,500,000	Corporate Purpose	6/35	$6,050,000
5/16	5,545,000	Water Improvements & Refunding	6/31	2,240,000
5/17	5,410,000	Refunding	6/24	1,675,000
6/18A	9,855,000	Corporate Purpose	6/33	8,855,000
6/19A	4,645,000	Corporate Purpose	6/33	3,740,000
6/20A	8,385,000	Corporate Purpose	6/35	6,795,000
9/20B	3,890,000	Refunding	6/32	3,290,000
6/21A	8,585,000	Corporate Purpose	6/36	8,410,000
6/22A	6,975,000	Corporate Purpose	6/37	6,975,000
5/23A	9,425,000*	Corporate Purpose	6/38	9,425,000 *
5/23B	16,030,000*	Corporate Purpose	6/42	16,030,000 *
Subtotal				$73,485,000 *

General Obligation Debt Paid by Local Option Sales Tax Revenues

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 05/11/23
6/21B	$3,755,000	Municipal Library	6/40	$3,630,000

Total General Obligation Debt Subject to Debt Limit: $77,115,000 *

* Preliminary; subject to change.

Annual Fiscal Year Debt Service Payments Paid by Property Taxes, TIF Increment Revenues and GrimesPlex Revenues (Includes Series 2023A and Series 2023B Bonds)

	Current Outstanding Debt		Series 2023A Bonds		Series 2023B Bonds		Total Outstanding	
Fiscal Year	Principal	Principal & Interest	Principal*	Principal & Interest*	Principal*	Principal & Interest*	Principal*	Principal & Interest*
2022-23	$4,240,000	$5,665,941	$0	$0	$0	$0	$4,240,000	$5,665,941
2023-24	3,980,000	5,286,943	410,000	907,431	0	846,028	4,390,000	7,040,402
2024-25	3,370,000	4,556,568	460,000	910,750	0	801,500	3,830,000	6,268,818
2025-26	3,390,000	4,469,318	485,000	912,750	620,000	1,421,500	4,495,000	6,803,568
2026-27	3,720,000	4,688,018	505,000	908,500	650,000	1,420,500	4,875,000	7,017,018
2027-28	3,790,000	4,636,773	535,000	913,250	685,000	1,423,000	5,010,000	6,973,023
2028-29	3,825,000	4,547,310	560,000	911,500	720,000	1,423,750	5,105,000	6,882,560
2029-30	3,900,000	4,501,960	585,000	908,500	755,000	1,422,750	5,240,000	6,833,210
2030-31	4,005,000	4,502,116	615,000	909,250	790,000	1,420,000	5,410,000	6,831,366
2031-32	3,800,000	4,188,941	645,000	908,500	830,000	1,420,500	5,275,000	6,517,941
2032-33	3,545,000	3,834,781	680,000	911,250	875,000	1,424,000	5,100,000	6,170,031
2033-34	2,300,000	2,487,650	715,000	912,250	915,000	1,420,250	3,930,000	4,820,150
2034-35	2,365,000	2,488,625	750,000	911,500	960,000	1,419,500	4,075,000	4,819,625
2035-36	1,250,000	1,307,700	785,000	909,000	1,010,000	1,421,500	3,045,000	3,638,200
2036-37	550,000	572,000	825,000	909,750	1,060,000	1,421,000	2,435,000	2,902,750
2037-38			870,000	913,500	1,115,000	1,423,000	1,985,000	2,336,500
2038-39					1,170,000	1,422,250	1,170,000	1,422,250
2039-40					1,230,000	1,423,750	1,230,000	1,423,750
2040-41					1,290,000	1,422,250	1,290,000	1,422,250
2041-42					1,355,000	1,422,750	1,355,000	1,422,750
	$48,030,000		$9,425,000*		$16,030,000*		$73,485,000*	

Annual Fiscal Year Debt Service Payments Paid by Local Option Sales Tax Revenues

Fiscal Year	Principal	Principal & Interest
2022-23	$140,000	$253,150
2023-24	150,000	256,150
2024-25	155,000	253,650
2025-26	165,000	255,900
2026-27	170,000	252,650
2027-28	180,000	254,150
2028-29	190,000	255,150
2029-30	200,000	255,650
2030-31	205,000	252,650
2031-32	215,000	256,500
2032-33	215,000	252,200
2033-34	220,000	252,900
2034-35	225,000	253,500
2035-36	230,000	254,000
2036-37	235,000	254,400
2037-38	240,000	254,700
2038-39	245,000	254,900
2039-40	250,000	255,000
	$3,630,000	

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OUTSTANDING WATER REVENUE DEBT [1) 2)]

The City has revenue debt outstanding payable solely from net revenues of the Water Utility as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 05/11/23	
7/13	$2,432,000	Water Improvements (SRF)	6/33	$1,261,000	
9/16	577,000	Water Improvements (SRF)	6/36	415,000	
3/19-1	4,200,000	Water Improvements (SRF)	6/39	3,349,000	
4/19-2	3,800,000	Water Improvements (SRF)	6/40	3,484,000	1)
6/19-3	1,559,000	Water Improvements (SRF)	6/39	1,341,000	
1/20	21,990,000	Water Improvements (SRF)	6/42	21,385,000	2)
Total				$31,235,000	

1) Preliminary, subject to change based on final project costs. The City has drawn $3,484,323 of the $3,800,000 as March 6, 2023.
2) Preliminary, subject to change based on final project costs. The City has drawn $21,358,112 of the $21,990,000 as of March 6, 2023.

Annual Fiscal Year Debt Service Payments of Water Revenue Debt [1)]

Fiscal Year	Principal	Principal and Interest
2022-23	$1,412,000	$2,036,700
2023-24	1,440,000	2,036,460
2024-25	1,468,000	2,035,660
2025-26	1,497,000	2,035,300
2026-27	1,525,000	2,033,360
2027-28	1,556,000	2,033,860
2028-29	1,586,000	2,032,740
2029-30	1,617,000	2,032,020
2030-31	1,648,000	2,030,680
2031-32	1,681,000	2,030,720
2032-33	1,713,000	2,029,100
2033-34	1,618,000	1,899,840
2034-35	1,649,000	1,898,480
2035-36	1,684,000	1,900,500
2036-37	1,681,000	1,863,820
2037-38	1,715,000	1,864,200
2038-39	1,746,000	1,860,900
2039-40	1,460,000	1,539,980
2040-41	1,257,000	1,307,780
2041-42	1,282,000	1,307,640
Total	$31,235,000	

1) Based on preliminary debt service schedules for SRF loans not fully drawn; and includes SRF fiscal fees.

OUTSTANDING SEWER REVENUE DEBT [1)]

The City has revenue debt outstanding payable solely from net revenues of the Sewer Utility as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 05/11/23
11/16	$3,435,000	Sewer Improvements (SRF)	6/36	$2,544,000
5/22	36,573,000	Sewer Improvements (SRF)	6/43	36,573,000 [1)]
Total				$39,117,000

1) Preliminary, subject to change based on final project costs. The City has drawn $24,827,320 of the $36,573,000 as of March 6, 2023.

Annual Fiscal Year Debt Service Payments of Sewer Revenue Debt

Fiscal Year	Principal	Principal and Interest
2022-23	$159,000	$500,254
2023-24	363,000	1,095,919
2024-25	416,000	1,187,900
2025-26	669,000	1,432,580
2026-27	922,000	1,672,200
2027-28	1,176,000	1,907,760
2028-29	1,429,000	2,137,240
2029-30	1,683,000	2,362,660
2030-31	2,307,000	2,953,000
2031-32	2,352,000	2,951,860
2032-33	2,400,000	2,952,820
2033-34	2,448,000	2,952,820
2034-35	2,497,000	2,952,860
2035-36	2,547,000	2,952,920
2036-37	2,387,000	2,741,980
2037-38	2,435,000	2,742,240
2038-39	2,484,000	2,742,540
2039-40	2,534,000	2,742,860
2040-41	2,584,000	2,742,180
2041-42	2,636,000	2,742,500
2042-43	2,689,000	2,742,780
Total	$39,117,000	

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DES MOINES METROPOLITAN WASTERWATER RECLAMATION AUTHORITY

WRA Issued Revenue Debt Supported by Sewer Utility Revenues

The City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (the "WRA") and has entered into a financing agreement with the WRA to provide for the City's share of capital contribution for the construction and ongoing expansion of a metropolitan wastewater system. The WRA amounts below represent the City's share of the principal payments of the various issues. Other participating communities within the WRA area pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow. The amounts listed are based on FY 2022-23 WRA flows.

City of Grimes WRA Outstanding Debt Allocations

Principal Outstanding As of 05/11/23	Principal & Interest Budgeted FY 2022-23	Principal & Interest Budgeted FY 2023-24
$15,449,477	$951,487	$1,027,329

WRA Proposed Payment Obligations

WRA has authorized and is planning to issue State Revolving Fund Loans in 2023. The amounts below represent the City's anticipated share of the debt service payments of the proposed issue. Other participating communities of the WRA pay the remaining amount. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

City of Grimes WRA Proposed Debt Allocations

Principal Outstanding As of 05/11/23	Principal & Interest Budgeted FY 2022-23	Principal & Interest Budgeted FY 2023-24
$3,334,870	$0	$4,563 [1)]

1) The City's allocation of the FY 2023-24 interest payments are included in the City's FY 2023-24 principal and interest budgeted in outstanding debt table above. This WRA issued SRF loan is anticipated to close on May 26, 2023.

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TIF-BACKED DEVELOPMENT AGREEMENTS

TIF Rebate Agreements	Total Estimated TIF Rebate	Estimated Final Payment Date	Total Estimated Obligation Outstanding [1]	Total Estimated Obligation Subject to Debt Limit for FY 2022-23	Total Estimated Obligation Subject to Debt Limit for FY 2023-24
2016 Heritage at Grimes LLC	4,200,000	6/30/23	822,642	822,642 [2]	0 [5]
C2P2	1,500,000	6/30/26	653,834	247,820 [2]	203,007 [4]
Daimler Trucks	1,950,000	6/30/25	1,301,523	441,232 [2]	510,371 [4]
Thieleke Trust	12,500,000	6/30/28	12,500,000	0 [3]	227,657 [4]
Destination Market	12,500,000	6/30/28	12,500,000	1,000,000 [2]	591,778 [4]
PMR Realty	1,800,000	6/30/27	1,800,000	328,225 [2]	288,836 [4]
Hy-Vee #2 2018	3,200,000	6/30/36	3,200,000	150,220 [2]	599,916 [4]
Hope K Farms	5,000,000	6/30/35	5,000,000	0 [3]	94,756 [4]
Anderson Four LLC	500,000	6/30/27	500,000	0 [3]	127,512 [4]
Hope K Farms Agreement #2	25,000,000	6/30/38	23,357,252	387,000 [2]	410,919 [4]
Rock Creek (Iowa Ortho) Phase #1 & #2	19,900,000	6/30/42	19,900,000	0 [3]	0 [5]
Signature Ernst Holdings	8,000,000	6/30/36	8,000,000	0 [3]	0 [5]
Total			$62,549,326	$3,910,781	$3,383,068

1) Amounts outstanding are prior to any FY 2022-23 payments that may have already been made.
2) This TIF rebate agreement is subject to annual appropriation. Amount listed represents the payment that has been appropriated for Fiscal Year 2022-23.
3) This TIF rebate agreement is subject to annual appropriation. No payments have been appropriated for Fiscal Year 2022-23.
4) This TIF rebate agreement is subject to annual appropriation. Amount listed represents the payment that has been appropriated for Fiscal Year 2023-24.
5) This TIF rebate agreement is subject to annual appropriation. No payments have been appropriated for Fiscal Year 2023-24.

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OVERLAPPING DEBT [1)]

Taxing District	1/1/2022 Taxable Valuation [2)]	Valuation within the City [3)]	Percent In City	G.O. Debt [4)]	City's Proportionate Share
Polk County	$32,813,163,903	$1,373,325,858	4.19%	$221,569,000	$9,283,741
Dallas County	9,437,502,834	3,123,850	0.03%	22,210,000	6,663
Dallas Center-Grimes CSD	1,596,459,860	1,083,438,901	67.87%	68,100,000	46,219,470
Johnston CSD	3,137,775,318	292,266,104	9.31%	14,520,000	1,351,812
Urbandale CSD	1,631,324,472	744,703	0.05%	81,895,000	40,948
Des Moines Area Comm. College	62,389,305,642	1,376,449,708	2.21%	104,605,000	2,311,771
City's share of total overlapping debt					$59,214,405

1) Does not include Area Education Agencies.
2) Taxable Valuation excludes military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
3) Valuation excludes military exemption and includes Ag. Land & Buildings, Taxable TIF Increment, all Utilities, and City exempt valuations.
4) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates. Estimated as of March 14, 2023 based on publicly available data.

FINANCIAL SUMMARY

Debt Ratios

	G.O. Debt	Debt/Actual Market Value ($2,179,772,905) [1)]	Debt/Taxable Value ($1,376,449,708) [2)]	Debt Per Capita (15,392) [3)]
City Total G. O. Debt	$77,115,000*	3.54%*	5.60%*	$5,010.07*
City's share of Overlapping Debt	$59,214,405	2.72%	4.30%	$3,847.09
Total City and Overlapping Debt	$136,329,405*	6.25%	9.90%*	$8,857.16*

1) Based on the City's 2022 actual valuation of property; includes Ag. Land, Ag. Buildings, all Utilities and TIF Increment.
2) Based on the City's 2022 taxable valuation of property; includes Ag. Land, Ag. Buildings, all Utilities and TIF Increment.
3) Based on the 2020 U.S. Census.

* Preliminary; subject to change.

LOSST REVENUES

The following table represents the LOSST revenue collections as reported by the City, the amount of the LOSST revenues available for the payment of the Bonds pursuant to the referendum and the maximum annual debt payment on the outstanding General Obligation Local Option Sales and Use Tax Bonds, Series 2021B (the "Series 2021B Bonds").

Fiscal Year	LOSST Revenues	Available for Bond Payments [2)]	Maximum Annual Debt Payment
2021-22	3,291,546 [1)]	1,645,773	$256,500
2022-23	3,093,161 [3)]	1,546,581	$256,500
2022-24	2,445,504 [4)]	1,222,752	$256,500

1) Per the City's Fiscal Year 2021-22 Independent Auditor's Report.
2) Represents the 50% of the total LOSST revenues available for the repayment of the Series 2021B Bonds.
3) Based on the City's monthly payment estimated reports and includes the actual November 2021 reconciliation payment.
4) Represents the LOSST revenues budgeted by the City for Fiscal Year 2023-24.

THE CITY

CITY GOVERNMENT

The City operates under a mayor-council form of government having five Council members elected at large. The City has an excellent fire and rescue department with modern fire-fighting equipment, sixteen full-time fire fighters, a City-owned fire station, and also a shared station with the City of Johnston. Police protection is provided to the community by the Polk County Sheriff's department.

The City owns and operates an excellent library containing several thousand volumes and many periodicals for the use and enjoyment of its citizens.

The City has seven parks containing playground equipment, baseball diamonds, tennis courts, picnic facilities and shelter houses. There are also two sports complexes housing baseball, softball, soccer fields, tennis, volleyball and a skate park.

TAX RATES

Fiscal Year	General Fund	Outside	Emergency Fund	Debt Service	Employee Benefits	Total Levy	Ag. Levy
2019	8.10000	0.27255	0.27000	2.24598	2.02440	12.91293	3.00375
2020	8.10000	0.26663	0.27000	2.16097	2.01533	12.81293	3.00375
2021	8.10000	0.20371	0.00000	2.31430	1.09483	11.71284	3.00375
2022	8.10000	0.03181	0.00000	2.18408	1.09695	11.41284	3.00375
2023	7.79218	0.00000	0.00000	2.40000	0.99690	11.18908	3.00375

COMBINED HISTORIC TAX RATES [1)]

	FY 2018-19 $/$1,000	FY 2019-20 $/$1,000	FY 2020-21 $/$1,000	FY 2021-22 $/$1,000	FY 2022-23 $/$1,000
City of Grimes	12.91293	12.81293	11.71284	11.41284	11.18908
Polk County	7.30880	7.30880	7.30880	7.13383	6.77099
County Assessor	0.25471	0.25455	0.24836	0.19192	0.22542
Ag Extension	0.03690	0.03689	0.03502	0.03486	0.03328
Dallas Center-Grimes CSD	19.97099	17.68118	17.60801	17.86800	18.76435
DMAC College	0.69468	0.65249	0.63533	0.67789	0.69448
Hospital	2.77513	2.77513	2.67405	2.57740	2.57722
DART	0.60200	0.60200	0.60700	0.58765	0.57016
State of Iowa	0.00290	0.00280	0.00270	0.00260	0.00240
Total Tax Rate:	44.55904	42.12677	40.83211	40.48699	40.82738

1) Tax rates are for Polk County only.

TAX COLLECTION HISTORY

Collection Period	Levy [1]	Collected During Collection Year [1]	Percent Collected
2018-19	$9,403,750	$9,640,273	102.51%
2019-20	10,873,849	10,810,262	99.42%
2020-21	11,061,287	11,059,756	99.99%
2021-22	11,456,250	11,194,197	97.71%
2022-23	12,283,649	------ In Process of Collection ------	

1) Does not include TIF.

Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

LEVY LIMITS

A city's general fund tax levy is limited to $8.10 per $1,000 of taxable value, with provision for an additional $0.27 per $1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the $8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies, which may be certified outside of the above-described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the $8.10 limitation is $7.79218 for Fiscal Year 2022-23 and $8.10000 for Fiscal Year 2023-24. The City does levy for liability, property and self-insurance costs and other employee benefits in addition to the $8.10 general fund limit as authorized by law. Currently, the City does not levy for an emergency fund. Debt service levies are not limited.

HISTORY OF TAXABLE RETAIL SALES

The following table represents the number of businesses and taxable sales in the City and Polk County for the last five fiscal years.

Fiscal Year	Number of Businesses	City of Grimes Taxable Retail Sales	Other Taxable Retail Sales Within Polk County	Total Taxable Sales Within Polk County
2017-18	269	$282,991,293	$8,272,076,733	$8,555,068,066
2018-19	292	278,446,706	8,484,311,855	8,762,758,561
2019-20	314	294,713,023	8,397,136,440	8,691,849,463
2020-21	323	355,401,212	9,087,503,156	9,442,904,368
2021-22	374	532,861,468	9,934,843,527	10,467,704,995

Source: Iowa Department of Revenue, "Iowa Retail Sales & Use Tax Report"

FUNDS ON HAND (CASH AND INVESTMENTS AS OF FEBRUARY 28, 2023)

Fund	
General Fund	$12,424,438
Water Enterprise Fund	11,448,799
Sewer Enterprise Fund	6,899,134
Debt Service Fund	1,905,618
Solid Waste Fund	494,868
Storm Water Fund	2,963,668
Employee Benefit Fund	401,511
TIF Fund	2,478,729
Other Funds	23,647,085
Total Funds on Hand	$62,663,850

INVESTMENT OF PUBLIC FUNDS (AS OF FEBRUARY 28, 2023)

The City held investments in the following amounts:

	Amount on Deposit
Local Bank Checking	$52,336,469
Local Bank Savings and CD's	10,327,381
Total	$62,663,850

EMPLOYEES AND PENSIONS

The City participates in a statewide employee retirement system, the Iowa Public Employees Retirement System ("IPERS) administered by the State of Iowa. All full-time employees not covered by another retirement system must participate in IPERS. The City currently has 58 full-time employees, 30 part-time employees (including seasonal), and 16 full-time firefighters.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing, multiple-employer, contributory defined benefit public employee retirement system. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than one percentage point, based upon the actuarially required contribution rate.

City and City Employees' Contributions to IPERS

The City contributed the required amount to IPERS for the last five fiscal years as follows:

	City Contribution		City Employees' Contribution	
Fiscal Year	Amount Contributed	% of Covered Payroll	Amount Contributed	% of Covered Payroll
2018	$259,992	8.93%	N/A	5.95%
2019	298,378	8.93%	N/A	5.95%
2020	387,409	9.44%	N/A	6.29%
2021	400,795	9.44%	N/A	6.29%
2022	425,862	9.44%	N/A	6.29%

IPERS Net Pension Liability

Pursuant to Governmental Accounting Standards Board ("GASB") Statement No. 68, the City reported a liability (asset) of ($951,464) within its Independent Auditor's Report as of June 30, 2022 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan's net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2021, the City's collective proportion was (0.275605%) which was a decrease of 0.313127% from its proportion measured as of June 30, 2020.

Additional Pension Plan Information

For additional information on the City's pension plan, refer to Note 4, PENSION PLAN, beginning on page 26 of the City's Independent Auditor's Reports for the Fiscal Year ended June 30, 2022 contained in APPENDIX D to this Preliminary Official Statement.

The IPERS Annual Comprehensive Financial Report is available on the IPERS website, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.

OTHER POST EMPLOYMENT BENEFITS ("OPEB")

The City operates a single-employer health benefit plan which provides medical and prescription drug benefits for employees, retirees and their spouses. The City finances the benefit plan on a pay-as-you-go basis. As of June 30, 2022, member monthly premiums for the City and plan members range from $347 for single coverage to $1,065 for family coverage, depending upon age. For the Fiscal Year ended June 30, 2022, the City contributed $527,628 and plan members eligible for benefits contributed $43,186 to the plan. As of June 30, 2022, no assets have been accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

OPEB Benefits: Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical and prescription drug benefits as active employees, which results in an implicit rate subsidy. Retired participants must be age 55 or older at retirement, with the exception of special service participants who must be age 50 with 22 years of services. As of June 30, 2022, there were 55 active employees and no inactive members in the plan.

For additional information on the City's OPEB, refer to Note 5, OTHER POST-EMPLOYMENT BENEFITS, beginning on page 29 of the City's Independent Auditor's Report for the Fiscal Year ended June 30, 2022 contained in APPENDIX D to this Preliminary Official Statement.

UNION CONTRACTS

The City has negotiated contracts with the following employee union groups:

Employee Group	Contract Expiration Date [1)]
AFSCME/Iowa Council 61	June 30, 2023
Firefighters IAFF Local 4835	June 30, 2023

1) New negotiated contracts have not been finalized as of the date of the Preliminary Official Statement.

INSURANCE

The City is a member of the Iowa Communities Assurance Pool. A summary of the City's insurance coverage is as follows:

Type of Insurance	Occurrence/ Aggregate Limit
Property Damage	
Buildings	$79,458,534
Personal Property	$5,265,980
Accounts Receivable	$250,000
Animals	$25,000
Appearance Allowance	$25,000
Arson/Theft Reward	410,000
Athletic Surfaces	$50,000
Bldg/Addition Under Construction	$1,000,000
Debris Removal	$250,000
Decontamination Costs	$25,000
Electronic Vandalism	$250,000
Equipment Rental Reimbursement	$250,000
Errors or Omissions	$500,000
Expediting Expenses	$250,000
Fine Arts – Unscheduled	$25,000
Fire Department Service Charge	Actual Cost
Fire Extinguishing Systems	Actual Cost
Fire Hydrants (Unscheduled)	$10,000
Golf Course Sand Traps/Tees/Greens	$10,000/$250,000
Green Coverage	$100,000
Guide Rails	$10,000
Land/Water Cleanup Expense	$10,000
Locks/Keys	$25,000
Money/Securities	$25,000
New Generation	$10,000
Newly Constr./Acquired Property	$2,000,000
Off-Premises Service Interruption Property Damage	$25,000
Off-Premises Storage – Property Under Construction	$10,000
Ordinance or Law	$500,000
Outdoor Signs	$10,000
Outdoor Trees/Shrubs	$10,000/$250,000
Parking Meters/Charging Stations	$5,000
Personal Property not at Covered Location	$80,400
Personal Property at Newly Acquired/Leased Locations	$1,000,000
Personal Property of Others	$250,000
Pollution Cleanup Expense	$100,000
Professional Fees	$5,000
Property Removed from a Covered Location	$250,000
Protection and Preservation of Property	$250,000
Transit Coverage	$100,000
Underground Fiber Optic Cables	$10,000
Underground Lines	$1,000,000

Type of Insurance	Occurrence/ Aggregate Limit
Equipment Breakdown	
Total Limit Per One Breakdown	$84,724,514
Civil Authority	$25,000
Data or Media	$250,000
Defense	Unlimited
Dependent Properties	$25,000
Earnings	$100,000
Electrical Surge/Electrical Disturbance	$100,000
Error in Description	$500,000
Expediting Expenses	$250,000
Extended Earnings/Extra Expense	$100,000
Extra Expense	$100,000
Green Alternative	$100,000
Hazardous Substance	$100,000
New Generation	$10,000
Newly Acquired Locations	$2,000,000
Off-Premises Equipment	$50,000
Ordinance or Law	$500,000
Refrigerant Contamination/Spoilage	$100,000
Service Interruption	$100,000
Water Damage	$100,000
Crime	
Crime	$200,000
Computer Fraud and Funds Transfer	$10,000
Employee Theft – Per Employee	$200,000
Employee Theft – Per Loss	$200,000
Forgery/Alteration	$10,000
Inside Premises – Robbery/Safe Burglary	$10,000
Money Orders/Counterfeit Money	$10,000
Outside Premises	$10,000
Theft/Disappearance/Destruction of Money	$10,000
Automobile Physical Damage	$5,000
Automobile Physical Damage	
Airbags	$5,000
Commandeered Property	$250,000
Emergency Response Automobile	$25,000
Freezing of Equipment Coverage	$25,000
Hired Automobile Physical Damage	$50,000
Lease Gap	$25,000
Not at Fault Collision Deductible Waiver	$2,500
Personal Automobile Deductible	Actual Cost
Property in Unattended Automobile	$1,000
Recertification	Actual Cost
Rental Automobile Agreement	$10,000
Rental Reimbursement Aggregate	$100,000
Rental Reimbursement Per Day	$1,000

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Unscheduled Misc. Property	$10,000
Unscheduled Playground Equipment	$25,000
Unscheduled Property in the Open	$100,000
Roadside Assistance	$5,000
Temporary Substitute Automobile	$2,500

Type of Insurance	Occurrence/ Aggregate Limit
Valuable Paper and Records	$250,000
Water and Sewer Backup	$100,000
Cyber Security	$1,000,000
Cyber Breach	$1,000,000

Time Element	
Civil Authority	30 days / $25,000
Computer Systems/Non-Physical Damage	$10,000
Contingent Tax Revenue Interruption	$25,000
Contingent Time Element	$10,000
Earnings During Protection/ Preservation	$25,000
Excess to Reduce Loss	$25,000
Extended Earnings/Extra Expense and Cost	$50,000 Max 180 days
Extended Period of Coverage	$25,000
Extra Expense and Cost	$250,000
Gross Earnings	$250,000
Leasehold Interest	$10,000
Rental Coverage	$10,000
Soft Costs	$5,000
Storm Debris Removal	$5,000

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GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City is located in both Polk and Dallas Counties, approximately nine miles northwest of Des Moines, in Jefferson and Webster Townships, with over 99% of the City's valuation located within Polk County. The proximity of the City to the capital city of Des Moines places it in a position of serving both a suburban residential area and a trading center for the surrounding agricultural area. Many residents living in the City work in Des Moines and other nearby communities. Rail transportation is furnished by the Norfolk Southern Railroad. The City is served by Iowa Highways 44 and 141 which interchanges with Interstates 35 and 80, adjacent to the City's southern boundary. The City is within the Greater Des Moines Metropolitan Area and is easily accessible to the Des Moines International Airport and associated air transportation facilities.

LARGER EMPLOYERS

A representative list of larger employers for the City is as follows:

Employer	Type of Business	Approximate Number of Employees [1]
Amazon	Delivery Service	250+
Helpful Smile Technologies (HST/Hy-Vee)	Internet Technology	250+
Hy-Vee Grocery	Grocery Store	250+
Walmart Supercenter	Retail	250+
Dallas Center-Grimes CSD	Education	175+
National Carwash Solution	Car Wash Equipment	150+
Cramer & Associates	Bridge Construction	100+
FedEx Ground	Delivery Service	100+
Menards	Retail	100+
Toyota of Des Moines	Car Dealership	100+
City of Grimes	Municipality	75+
Golden Rule Plumbing, Heating & Cooling	Plumbing, HVAC Services/Supply	75+
Ace Construction	Prefabricated/Conventional Steel	50+
Beisser Lumber Co.	Lumber & Wood Products	50+
Communications Data Link	Information Technology/Services	50+
Continental Fire Sprinkler Co.	Fire Sprinkler Sales/ Services	50+
Corteva	Agricultural Production Technology	50+
Daimler Trucks North America	Warehouse Distribution	50+
Dormark Construction	Concrete Construction	50+
Edge Commercial, LLC	Commercial Construction	50+
Fareway	Grocery Store	50+
Frito Lay Food Distribution	Food Distributer	50+
Heartland Heating & Cooling	HVAC Services/Supply	50+
Insta-Pro International	Manufacturing	50+
Kennybrook Village	Residential Healthcare	50+
Koester Construction	Commercial Construction	50+
Owens & Minor	Warehouse Distribution	50+
Performance Display / Huston Mfg.	Retail Design/Installation/Assembly	50+
Right Stuf, Inc.	Catalog Shopping	50+

1) Includes full-time and part-time employees.

Source: The City

BUILDING PERMITS

City officials report the following construction activity as of February 28, 2023. Permits for the City are reported on a calendar year basis.

Single Family Homes:	2019	2020	2021	2022	2023
No. of New Homes:	121	164	181	62	0
Valuation:	$16,082,834	$21,909,758	$64,692,787	$24,465,233	$0
Home Remodeling, Improvements, & Garages					
No. of Permits Issued:	39	51	56	53	9
Valuation:	$407,847	$790,935	$716,266	$546,532	$86,027
Multiple-Family Dwellings & Duplexes:					
No. of New Buildings:	16	4	28	5	0
Valuation:	$29,746,358	$4,450,834	$3,021,235	$3,689,077	$0
Commercial/Industrial/Other:					
No. of New Buildings:	10	19	24	25	0
Valuation:	$23,178,550	$69,579,804	$25,120,877	$109,812,850	$0
Commercial/Industrial/Other Additions & Alterations:					
No. of Permits Issued:	8	32	72	54	6
Valuation:	$2,255,000	$8,838,721	$15,470,284	$21,533,164	$814,008
Total Permits:	194	270	361	199	15
Total Valuations:	$71,670,589	$105,570,052	$109,021,449	$160,046,856	$900,035

U.S. CENSUS DATA

Population Trend

Census Year	City of Grimes
2000	5,098
2010	8,246
2015 [1)]	11,423
2020	15,392

1) Special City Census

Source: State of Iowa – State Data Center

UNEMPLOYMENT RATES

		Greater Des Moines Metropolitan	Dallas County	Polk County	State of Iowa
Annual Averages:	2018	2.5%	1.8%	2.6%	2.6%
	2019	2.7%	2.0%	2.9%	2.8%
	2020	5.5%	3.6%	6.0%	5.3%
	2021	3.8%	2.7%	4.1%	3.9%
	2022	2.8%	2.1%	2.9%	2.9%

Source: Iowa Workforce Development

EDUCATION

Public education is provided to residents of the City by the Dallas Center-Grimes Community School District, Johnston Community School District, and the Urbandale Community School District. The Dallas Center-Grimes Community School District provides public education, with an October 2022 certified enrollment for the 2022-23 school year of 3,478.0. The district owns and operates one preschool, three elementary schools grades K-5, one middle school grades 6-7, one middle school grades 8-9, and one high school, grades 10-12.

Continuing education centers within commuting distance include Iowa State University in Ames; Drake University and Grand View University in Des Moines, Des Moines Area Community College in Ankeny, and Simpson College in Indianola.

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APPENDIX B

FORMS OF BOND COUNSEL OPINIONS

Series 2023A Form of Bond Counsel Opinion*

We hereby certify that we have examined certified copies of the proceedings (the "Proceedings") of the City Council of the City of Grimes (the "Issuer"), in Dallas and Polk Counties, Iowa, passed preliminary to the issue by the Issuer of its General Obligation Corporate Purpose Bonds, Series 2023A (the "Series 2023A Bonds") in the amount of $9,425,000, in the denomination of $5,000 each, or any integral multiple thereof, dated May 11, 2023, in evidence of the Issuer's obligation under a certain loan agreement (the "Loan Agreement"), dated as of May 11, 2023. The Series 2023A Bonds mature on June 1 in each of the respective years and in the principal amounts and bear interest payable semiannually, commencing December 1, 2023, at the respective rates as follows:

Date	Principal	Interest Rate	Date	Principal	Interest Rate
2024	$410,000	____%	2032	$645,000	____%
2025	$460,000	____%	2033	$680,000	____%
2026	$485,000	____%	2034	$715,000	____%
2027	$505,000	____%	2035	$750,000	____%
2028	$535,000	____%	2036	$785,000	____%
2029	$560,000	____%	2037	$825,000	____%
2030	$585,000	____%	2038	$870,000	____%
2031	$615,000	____%			

Principal of the Series 2023A Bonds maturing in the years 2032 to 2038, inclusive is subject to optional redemption prior to maturity on June 1, 2031, or on any date thereafter on terms of par plus accrued interest.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The Proceedings show lawful authority for such issue under the laws of the State of Iowa.

2. The Series 2023A Bonds and the Loan Agreement are valid and binding general obligations of the Issuer.

3. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Series 2023A Bonds without constitutional or statutory limitation as to rate or amount.

4. The interest on the Series 2023A Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes and is not treated as a preference item in calculating the federal alternative minimum tax imposed on noncorporate taxpayers under the Internal Revenue Code of 1986 (the "Code"). The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023A Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2023A Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Series 2023A Bonds.

We express no opinion regarding other federal tax consequences arising with respect to the Series 2023A Bonds. We note, however, that interest on the Series 2023A Bonds may be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code) for tax years beginning after December 31, 2022.

The rights of the owners of the Series 2023A Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

DORSEY & WHITNEY LLP

***This form of bond counsel opinion is subject to change pending the results of the sale of the Series 2023A Bonds contemplated herein.**

Series 2023B Form of Bond Counsel Opinion*

We hereby certify that we have examined certified copies of the proceedings (the "Proceedings") of the City Council of the City of Grimes (the "Issuer"), in Dallas and Polk Counties, Iowa, passed preliminary to the issue by the Issuer of its General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds") in the amount of $16,030,000, in the denomination of $5,000 each, or any integral multiple thereof, dated May 11, 2023, in evidence of the Issuer's obligation under a certain loan agreement (the "Loan Agreement"), dated as of May 11, 2023. The Series 2023B Bonds mature on June 1 in each of the respective years and in the principal amounts and bear interest payable semiannually, commencing December 1, 2023, at the respective rates as follows:

Date	Principal	Interest Rate	Date	Principal	Interest Rate
2026	$ 620,000	____%	2035	$ 960,000	____%
2027	$ 650,000	____%	2036	$1,010,000	____%
2028	$ 685,000	____%	2037	$1,060,000	____%
2029	$ 720,000	____%	2038	$1,115,000	____%
2030	$ 755,000	____%	2039	$1,170,000	____%
2031	$ 790,000	____%	2040	$1,230,000	____%
2032	$ 830,000	____%	2041	$1,290,000	____%
2033	$ 875,000	____%	2042	$1,355,000	____%
2034	$ 915,000	____%			

Principal of the Series 2023B Bonds maturing in the years 2032 to 2042, inclusive is subject to optional redemption prior to maturity on June 1, 2031, or on any date thereafter on terms of par plus accrued interest.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The Proceedings show lawful authority for such issue under the laws of the State of Iowa.

2. The Series 2023B Bonds and the Loan Agreement are valid and binding general obligations of the Issuer.

3. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Series 2023B Bonds without constitutional or statutory limitation as to rate or amount.

4. The interest on the Series 2023B Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes and is not treated as a preference item in calculating the federal alternative minimum tax imposed on noncorporate taxpayers under the Internal Revenue Code of 1986 (the "Code"). The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023B Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2023B Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Series 2023B Bonds.

5. The interest on the Series 2023B Bonds is exempt from the taxes imposed by Division II (Personal Net Income Tax) and Division III (Business Tax on Corporations) of Chapter 422 of the Code of Iowa, as amended, and will not be included in "adjusted current earnings" to be used in computing the "state alternative minimum taxable income" of corporations for purposes of Section 422.33 of the Code of Iowa, as amended. Interest on the Series 2023B Bonds is subject to the taxes imposed by Division V (Taxation of Financial Institutions) of Chapter 422 of the Code of Iowa, as amended.

We express no opinion regarding other state or federal tax consequences arising with respect to the Series 2023B Bonds. We note, however, that interest on the Series 2023B Bonds may be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code) for tax years beginning after December 31, 2022.

The rights of the owners of the Series 2023B Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

DORSEY & WHITNEY LLP

***This form of bond counsel opinion is subject to change pending the results of the sale of the Bonds contemplated herein.**

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Grimes, Iowa (the "Issuer"), in connection with the issuance of $9,425,000 General Obligation Corporate Purpose Bonds, Series 2023A and $16,030,000 General Obligation Urban Renewal Bonds, Series 2023B (collectively, the "Bonds"), dated May 11, 2023. The Bonds are being issued pursuant to resolutions of the Issuer approved on April 25, 2023 (the "Resolutions"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolutions, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access system available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the "Submission Deadline") of each year following the end of the 2022-2023 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **Employees and Pensions – City and City Employees' Contribution to IPERS**
- **Building Permits**
- **Property Tax Valuations**
- **Property Valuations**
- **Tax Rates**
- **Combined Historic Tax Rates**
- **Tax Collection History**
- **Larger Taxpayers**
- **Investment of Public Funds (as of June 30)**
- **Outstanding General Obligation Debt**
- **Outstanding Water Revenue Debt**
- **Outstanding Sewer Revenue Debt**
- **Debt Limit**
- **TIF-Backed Development Agreements**
- **Financial Summary**
- **LOSST Revenues**
- **History of Taxable Retail Sales**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolutions.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolutions, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: May 11, 2023

CITY OF GRIMES, IOWA

By_____
Mayor

Attest:

By_____
City Clerk

APPENDIX D

AUDITED FINANCIAL STATEMENTS OF THE ISSUER

The financial statements are prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles.

APPENDIX E

BOOK-ENTRY SYSTEM

The information in this Appendix concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book-entry system has been obtained from DTC. Neither the Underwriter nor the Issuer take responsibility for the accuracy or completeness thereof, or for any material changes in such information subsequent to the date hereof, or for any information provided at the web sites referenced below. Beneficial Owners should confirm the following with DTC or the Direct Participants (as hereinafter defined). So long as Cede & Co. is the Registered Owner of the Bonds, as nominee of DTC, references in the Official Statement to the Bondowners or Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

Book-Entry System

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer does not take any responsibility for the accuracy thereof.

APPENDIX F – OFFICIAL BID FORMS

OFFICIAL BID FORM – SERIES 2023A BONDS

TO: The City Council of
City of Grimes, Iowa

Sale Date: April 25, 2023
10:00 AM, Central Time

RE: $9,425,000* General Obligation Corporate Purpose Bonds, Series 2023A (the "Series 2023A Bonds")

This bid is a firm offer for the purchase of the Series 2023A Bonds identified in the TERMS OF OFFERING, on the terms set forth in this bid form and TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING. By submitting this bid, we confirm we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above Series 2023A Bonds, in accordance with the TERMS OF OFFERING, we will pay you $_____ (not less than $9,311,900) plus accrued interest to date of delivery for fully registered bonds bearing interest rates and maturing in the stated years as follows:

Coupon	Maturity	Yield	Coupon	Maturity	Yield
_____	2024	_____	_____	2032	_____
_____	2025	_____	_____	2033	_____
_____	2026	_____	_____	2034	_____
_____	2027	_____	_____	2035	_____
_____	2028	_____	_____	2036	_____
_____	2029	_____	_____	2037	_____
_____	2030	_____	_____	2038	_____
_____	2031	_____			

***** Preliminary; subject to change. The aggregate principal amount of the Series 2023A Bonds is subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $9,910,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2023A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2023A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

We hereby designate that the following Series 2023A Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

Years Aggregated	Maturity Year	Aggregate Amount
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated [April 11], 2023. In the event of failure to deliver these Series 2023A Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: $_____

TRUE INTEREST COST: _____% (Based on dated date of May 11, 2023)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of City of Grimes, Iowa this 25th day of April, 2023.

Attest: _____ By: _____

Title: _____ Title: _____

OFFICIAL BID FORM – SERIES 2023B BONDS

TO: The City Council of
City of Grimes, Iowa

Sale Date: April 25, 2023
10:00 AM, Central Time

RE: $16,030,000* General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds")

This bid is a firm offer for the purchase of the Series 2023B Bonds identified in the TERMS OF OFFERING, on the terms set forth in this bid form and TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING. By submitting this bid, we confirm we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above Series 2023B Bonds, in accordance with the TERMS OF OFFERING, we will pay you $_____ (not less than $15,837,640) plus accrued interest to date of delivery for fully registered bonds bearing interest rates and maturing in the stated years as follows:

Coupon	Maturity	Yield	Coupon	Maturity	Yield
_____	2026	_____	_____	2035	_____
_____	2027	_____	_____	2036	_____
_____	2028	_____	_____	2037	_____
_____	2029	_____	_____	2038	_____
_____	2030	_____	_____	2039	_____
_____	2031	_____	_____	2040	_____
_____	2032	_____	_____	2041	_____
_____	2033	_____	_____	2042	_____
_____	2034	_____			

***** Preliminary; subject to change. The aggregate principal amount of the Series 2023B Bonds is subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $17,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2023B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2023B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

We hereby designate that the following Series 2023B Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

Years Aggregated	Maturity Year	Aggregate Amount
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated [April 11], 2023. In the event of failure to deliver these Series 2023B Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: $_____

TRUE INTEREST COST: _____% (Based on dated date of May 11, 2023)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of City of Grimes, Iowa this 25th day of April, 2023.

Attest: _____ By: _____

Title: _____ Title: _____

ELECTRONIC TRANSCRIPTS

The Purchaser(s) consents to the receipt of electronic transcripts and acknowledges the City's intended use of electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

ESTABLISHMENT OF ISSUE PRICE

In order to establish the issue price of the Bonds for federal income tax purposes, the City requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the "initial offering price") for each maturity as set forth in the bid, and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate "maturity," and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder's own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the City to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the City shall advise the winning bidder at or prior to the time of award whether (i) the competitive sale rule, or (ii) the "hold-the-offering price" rule applies.

If the City advises the Purchaser(s) that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the Purchaser(s) will be required to deliver to the City at or prior to closing ~~a certification,~~certifications substantially in the ~~form~~forms attached hereto as EXHIBIT 1-A, as to the reasonably expected initial offering price as of the award date.

If the City advises the Purchaser(s) the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies, the Purchaser(s) shall (1) upon the request of the City, confirm the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date, or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the City ~~a certification~~certifications substantially in the ~~form~~forms attached hereto as EXHIBIT 1-B, together with a copy of the pricing wire.

Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by its Municipal Advisor.

Bidders should prepare their bids on the assumption the Bonds will be subject to the "hold-the-offering-price" rule. Any bid submitted pursuant to the TERMS OF OFFERING and OFFICIAL BID FORMS shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement when further supplemented with offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and the identity of the underwriters, together with any other information required by law or deemed appropriate by the City, shall constitute a

Exhibit 1-A

FORMS OF ISSUE PRICE ~~CERTIFICATE~~CERTIFICATES
(competitive sale 3 bids)

$9,425,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A

Form of ISSUE PRICE CERTIFICATE

(3 or More Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Issuer* means the City of Grimes, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit

interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 25, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: May 11, 2023

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

$16,030,000
GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B

Form of ISSUE PRICE CERTIFICATE

(3 or More Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Issuer* means the City of Grimes, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 25, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: May 11, 2023

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

Exhibit 1-B

FORMS OF ISSUE PRICE ~~CERTIFICATE~~CERTIFICATES
(Form - Fewer than 3 bids)

$9,425,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A

Form of ISSUE PRICE CERTIFICATE

(Fewer than 3 Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["[SHORT NAME OF UNDERWRITER]")][the "Representative")][, on behalf of itself and [UNDERWRITER OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Initial Offering Price of the Bonds***. [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public.*** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule***. [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]'s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Holding Period* means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 2, 2023), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Grimes, Iowa.

(c) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 25, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Dated: May 11, 2023

SCHEDULE A

INITIAL OFFERING PRICES OF THE BONDS

(*Attached*)

SCHEDULE B

PRICING WIRE

(*Attached*)

SCHEDULE C

SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE AT THE INITIAL OFFERING PRICE

(*Attached*)

$16,030,000
GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B

Form of ISSUE PRICE CERTIFICATE

(Fewer than 3 Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["[SHORT NAME OF UNDERWRITER]")][the "Representative")][, on behalf of itself and [UNDERWRITER OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Initial Offering Price of the Bonds***. [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public.*** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule***. [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]'s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Holding Period* means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 2, 2023), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Grimes, Iowa.

(c) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or

indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 25, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Dated: May 11, 2023

SCHEDULE A

INITIAL OFFERING PRICES OF THE BONDS

(*Attached*)

SCHEDULE B

PRICING WIRE

(*Attached*)

SCHEDULE C

SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE AT THE INITIAL OFFERING PRICE

(*Attached*)

MINUTES TO APPROVE PRELIMINARY OFFICIAL STATEMENT AND SET SALE DATE FOR SERIES 2023B BONDS

419952-91

Grimes, Iowa

April 11, 2023

The City Council of the City of Grimes, Iowa, met on April 11, 2023, at 5:30 p.m. at the Grimes Community Center, 410 SE Main St., Grimes, Iowa.

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: _____.

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

Ayes: _____

Nays: _____.

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

• • • •

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

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

RESOLUTION NO. 04-1423

Resolution setting the date for the sale of General Obligation Urban Renewal Bonds, Series 2023B and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties heretofore proposed to enter into a General Obligation Urban Renewal Loan Agreement (the "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, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of March 28, 2023, no petition has been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by PFM Financial Advisors LLC, as municipal financial advisor (the "Municipal Advisor") to the City; and

WHEREAS, it is now necessary to fix a date of meeting of the City Council to consider bids and take action for the sale and issuance of Series 2023B Bonds and to give proper notice of such sale, as required by Chapter 75 of the Code of Iowa; and;

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

Section 1. The City staff are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Municipal Advisor and Dorsey & Whitney LLP (the "Disclosure Counsel"), as the City's bond and disclosure counsel, to prepare the P.O.S. describing the Series 2023B Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor, together with Disclosure Counsel, are hereby authorized to prepare and use a final Official Statement for the Series 2023B Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Series 2023B Bonds and the resolution, when adopted, providing for the sale and issuance of the Series 2023B Bonds, and the City Finance Director is hereby authorized and directed to execute a final Official Statement for the Series 2023B Bonds, if requested by the Municipal Advisor or Disclosure

Counsel. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Series 2023B Bonds shall be submitted, as set forth in the P.O.S., received and canvassed on behalf of the City until 10:00 a.m. on April 25, 2023, at the office of the City Clerk, at the City Hall, in the City, and the City Council shall meet on the same date at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Series 2023B Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the "Terms of Offering" attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate:

NOTICE OF SALE
CITY OF GRIMES, IOWA
$16,030,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B

Bids will be received on behalf of the City of Grimes, Iowa, until 10:00 a.m. on April 25, 2023, for the purchase of $16,030,000 General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds") of the City.

Any of the methods set forth below may be used, but no open bids will be accepted:

Sealed Bidding: Sealed bids will be received by the office of the City's Finance Director, 101 N.E. Harvey Street, Grimes, Iowa 50111, or at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309 until 10:00 a.m. CDT and must be submitted through PARITY®.

After the deadline for receipt of bids has passed, sealed bids that have been timely received will be opened and announced, and electronic internet bids will be accessed and announced. All bids will be presented to the City Council for consideration at its meeting to be held at 5:30 p.m., on April 25, 2023, at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

The City reserves the right to increase or decrease the aggregate principal amount of the issue. Any change will be in increments of $5,000 and may be made in any of the maturities. The purchase price will be adjusted proportionately to reflect any change in issue size.

The Series 2023B Bonds will be issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof, will be dated May 11, 2023, will bear interest payable semiannually on each June 1 and December 1 to maturity, commencing December 1, 2023, and will mature on each June 1 in the following years and amounts:

Date	Principal	Date	Principal
2026	$620,000	2035	$960,000
2027	650,000	2036	1,010,000
2028	685,000	2037	1,060,000
2029	720,000	2038	1,115,000
2030	755,000	2039	1,170,000
2031	790,000	2040	1,230,000
2032	830,000	2041	1,290,000
2033	875,000	2042	1,355,000
2034	915,000		

Principal of the Series 2023B Bonds maturing on June 1 in each of the years 2032 to 2042, inclusive, is subject to optional redemption prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest.

All bids must be for not less than a par amount of $15,837,640, plus accrued interest. The legal opinion of Dorsey & Whitney LLP, Attorneys, Des Moines, Iowa, will be furnished by the City.

A good faith deposit of ONE PERCENT OF PAR ($160,300) is required of the successful bidder and may be forfeited to the City in the event the successful bidder fails or refuses to take and pay for the Series 2023B Bonds.

The City reserves the right to reject any or all bids and to waive irregularities in any bid.

The Series 2023B Bonds are being issued pursuant to the provisions of Chapter 384 of the Code of Iowa and will constitute general obligations of the City, payable from taxes levied upon all the taxable property in the City without limitation as to rate or amount.

Bidders should be aware that the official terms of offering to be published in the Official Statement (the "Official Statement") for the Series 2023B Bonds contain additional bidding terms and information relative to the Series 2023B Bonds. Bidders should prepare their bids on the assumption that the Bonds will be subject to the "hold-the-offering-price" rule, if the requirements for a competitive sale have not been met. Any bid submitted pursuant to this Notice of Sale will be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal. In the event of a variance between statements in this Notice of Sale (except with respect to the time and place of the sale of the Series 2023B Bonds and the principal amount offered for sale) and said official terms of offering, the provisions of the latter shall control.

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

Rochelle William
City Clerk

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Series 2023B Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 11, 2023.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF DALLAS AND POLK 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 all of the proceedings of the City Council relating to the fixing of a date for the sale of General Obligation Urban Renewal Bonds, Series 2023B and approving a preliminary official statement for the sale of the Series 2023B Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice of sale 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
COUNTIES OF DALLAS AND POLK SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, Iowa, do hereby certify that pursuant to the resolution of the City Council fixing a date for the sale of General Obligation Urban Renewal Bonds, Series 2023B, 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 is located in Dallas or Polk County.

WITNESS MY HAND this ____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date: 04/11/2023

AGENDA ITEM: Sensus Flexnet Service Agreement and Equipment Purchase

BACKGROUND: The City is preparing to install a fixed-based radio water meter reading system which was approved as part of the budget process. The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution. The Sensus Flexnet System is the only system that will work with Sensus iPerl meters the City of Grimes is currently using. In addition to the terms of the attached agreement, the City will be required to purchase, from Municipal Supply Inc., Antennas and other hardware. These antennas and hardware will be installed on the Enterprise Water Tower. This system will allow the City to read water meters and collect data remotely in real time. This service agreement must be initiated to start this project.

BUDGETARY CONSIDERATIONS:
The initiation of the agreement with Sensus does not have budgetary requirements, however, the purchase and installation of the hardware and the use of the propriety software supplied by Municipal Supply Inc. require budgeted funds. These funds were budgeted for in the current Water Department operational budget. The initial cost to for the system installation is approximately $83,000. The additional 4yrs of service and support will cost and estimated $25,000 per year.

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: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley

Prepared by:__JB_____
Return to:_____KH_____

GRIMES RESOLUTION NO. 04-1523

RESOLUTION AUTHORIZING ENTERING AN AGREEMENT WITH SENSUS AND AUTHORIZING THE PURCHASE OF HARWARE AND SOFTWARE FROM MUNICIPAL SUPPLY

WHEREAS, the City of Grimes is currently using Sensus water meters and water meter reading equipment;

WHERAS, the Sensus Flexnet fixed-based meter reading system will provide real-time data collection and more efficient meter reading process;

WHEREAS, a service agreement with Sensus is required before the Flexnet System can be installed;

WHEREAS, hardware and software are required for the operation of the Flexnet System will be purchased from Municipal Supply Inc.

WHEREAS, the estimated 5 year costs associated with the hardware and software provided by Municipal Supply Inc. are as follows:

M400B Tower Gateway Base Station (TGB) - $29,475
Installation of TGB - $15,675
1st Year Hosted Service, Training and Set -up - $37,741
2nd Year Hosted Service and Support - $16,958
3rd Year Hosted Service and Support - $22,878
4th Year Hosted Service and Support - $28,443
5th Year Hosted Service and Support - $29,296

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

1. That the Public Works Director is authorized to purchase from Municipal Suppy Inc. the required hardware and software and,
2. That the City of Grimes enter into the attached Service Agreement with Sensus, and,
3. That the Mayor and City Clerk are authorized to execute the attached Service Agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 11th day of April 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

Software as a Service Agreement

between

GRIMES WATER DEPT-AM
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.		**Customer: GRIMES WATER DEPT-AM**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Contents of this Agreement:

Agreement
- Exhibit A Software
- Exhibit B Technical Support

Agreement

1. **General**
   A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
   A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
   B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
   A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 4/23/2013 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

4. **Equipment.**
   A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT
   B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE**.
5. **Services.**
   A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
   B. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.
   C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
   A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
   B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
   C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the Software License and Spectrum Lease shall immediately cease.
   D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
   E. **Intellectual Property Rights.**

i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.

iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.

iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.

i. **Export Control Laws**. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

ii. **Anti-Corruption Laws**. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

M. **Acknowledgement of Events**. The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.

N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

A. **"*Affiliate*"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

B. "***Confidential Information***" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.

C. **"*End User*"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

D. "***Field Devices***" means the SmartPoint Modules .

E. "***FlexNet Base Station***" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

F. **"*FlexNet System*"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

G. "***Force Majeure***" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

H. ***"Hosted Software"*** means those items listed as an Application in Exhibit A.

I. "***In/Out Costs***" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

J. "***Intellectual Property***" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

K. "***LCM***" identifies the load control modules.

L. **"*Ongoing Fee*"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.

M. "***Patches***" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

N. "***Permitted Use"*** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.

O. ***"R100 Unit"*** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.

P. **"*Release*"** means both Updates and Upgrades.

Q. **"*Remote Transceiver*"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

R. **"*RF Field Equipment*"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).

S. **"*RNI*"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

T. **"*RNI Software*"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

U. ***"Service Territory"*** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.

V. **"*Server Hardware*"** means the RNI hardware.

W. ***"SmartPoint™ Modules"*** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.

X. **"*Software*"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.

Y. **"*Updates*"** means releases of the Software that constitute a minor improvement in functionality.

Z. **"*Upgrades*"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

AA. **"*WAN Backhaul*"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. **Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. **Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.

ii. Sensus will provide production and disaster recovery environments for Application.

iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.

iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
   (a) Network addresses and virtual private networks (VPN)
   (b) Standard time source (NTP or GPS)
   (c) Security access points
   (d) Respond to relevant alarms and notifications

v. Capacity and performance management. Sensus will:
   (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
   (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
   (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
   (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
   (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.

vi. Database management. Sensus will:
   (a) Implement the data retention plan and policy, and will provide the policy upon request.
   (b) Monitor space and capacity requirements.
   (c) Respond to database alarms and notifications.
   (d) Install database software upgrades and patches.
   (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:
   (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
   (b) Respond to incidents and problems that may occur to the Application(s).
   (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
   (d) Correlate incidents and problems where applicable.
   (e) Sensus personnel will use the self-service portal to document and track incidents.

(f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
(g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
(h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:
(a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
(b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
(c) Conduct period penetration testing of the network and data center facilities.
(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
(e) Perform anti-virus and Malware patch management on all systems.
(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:
(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
(i) The Application shall have a RTO of forty-eight (48) hours.
(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. **Customer Responsibilities:**
i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
ii. Participate in all required configuration and change management procedures.
iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
vii. Responsible for local area network configuration, management, and support.
viii. Identify and research problems with meter reads and meter read performance.
ix. Create and manage user accounts.
x. Customize application configurations.
xi. Support application users.
xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
xiii. Respond to alarms and notifications.
xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:
i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. **Further Agreements**

A. System Uptime Rate.

i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{(TMO – Total Non-Scheduled Downtime minutes in the Month)}}{\text{TMO}}$$

ii. **Calculations**

a. ***Targeted Minutes of Operation*** or ***TMO*** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

b. ***Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. ***Non-Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions**. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between

the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

3. **Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

i. Device Access
   a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
   b. Allows a view of the meter interval or register reads.
   c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
   d. Allows the current and historical data to be viewed.
   e. Allows the current usage to be compared to historical distribution averages.
   f. Allows the user to see the meter location on a map view.
   g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
   h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).

ii. Meter Insight (provides the following)
   a. # of active meters.
   b. # of orphaned meters with drill down to the list of meters.
   c. # of inactive meters with usage drill down to the list of meters.
   d. # of stale meters with drill down to the list of meters.
   e. # of almost stale meters with drill down to the list of meters.
   f. # of meters where no read is available with drill down to the list of meters.
   g. # of meters with maximum threshold exceptions with drill down to the list of meters.
   h. # of meters with minimum threshold exceptions with drill down to the list of meters.
   i. # of unknown radios with drill down to the list of meters.

iii. Report Access
   a. Allows the user to see meter alarms and choose a report from a list of standard reports.
   b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
   c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
   d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
   e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
   f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
   g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
   h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
   i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
   j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
   k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
   l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
   m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
   n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.

iv. Billing Access
   a. Initiate the creation of billing export files formatted to the import needs of the billing system.
   b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
   c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
   d. Will store created billing files for a period of three years unless otherwise denoted.
   e. The system will allow creation of test files before export to the billing system.

v. Billing Adaptor
   a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

vi. Data Store
   a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
   b. Stored data is available online for reports and analysis.
   c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

i. Alarm Insight
   a. Allows the user to summarize and filter alarms by a date range.
   b. Allows the user to review all alarm types on a single screen.
   c. The user can filter out the alarms not wanted on the screen.
   d. Alarm totals can be visualized.
   e. Adds a view of trending alarms over time.
   f. Click to drill down on an alarm to gain more information on specific events.
   g. Click to analyze a specific event on a particular device.

ii. Alert Manager
   a. Allows creation of alert groups who will be notified when an alarm occurs.
   b. Users can manage alert groups by adding and removing group members.
   c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
   d. Allows creation of an alert from the available system events from smart points and assign to a group.
   e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.

ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).

iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**

vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

vii. **Customer Acknowledgements.**
   a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
   b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
   c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
   d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
   e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. **Third Party Software.**

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
3	1 Business Day	30 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into SalesForce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process**.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions**.

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

City of Grimes
FlexNet Infrastructure
03-30-2023

M400B Tower Gateway BaseStation (TGB)	$29,475
Installation of TGB-Estimate	$15,675
1st Year Hosted Service, Training and Set-Up	$37,741
2nd Year Hosted Service and Support	$16,958
3rd Year Hosted Service and Support	$22,878
4th Year Hosted Service and Support	$28,443
5th Year Hosted Service and Support	$29,296

Year 1 4000 Meters
Year 2 5000 Meters
Year 3 6000 Meters
Years 4-5 7500 Meters (Same Price if only 6000)

Some Requirements of the Customer:

Must Provide 120v AC Grounded Power to Site of Tower

Responsible for BackHaul: (i.e.) Cell, Fiber or Radio

IP Addresses for Communication

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/2023

AGENDA ITEM: NW 107th Street HMA Overlay – 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 NW 107th Street HMA Overlay project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on April 11th, hold the bid opening on May 2nd @ 10:30 AM, hold the public hearing on May 9th @ 5:30 PM and award the project following the public hearing.

The project will include road resurfacing of NW 107th Street from NW 71st Lane to NW 78th Avenue with Hot Mix Asphalt (HMA). This project will also involve full depth HMA patching, installation of granular shoulder, traffic control, pavement markings, and miscellaneous associated work necessary to complete the project. This project is scheduled to start construction early June and reach final completion within 30 working days after issuance of the Notice to Proceed. The project includes $500/calendar day liquidated damages for non-compliance with full completion provisions. It is also worth noting that this is the first publicly bid in-house design project completed by engineering staff.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately $813,911.00. This project is included in the Capital Improvements Plan for construction this year with half the costs being shared with the City of Johnston through a 28E Agreement.

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 May 2nd, 2023 @ 10:30 AM and public hearing date of May 9th, 2023 @ 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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NW 107TH STREET HMA OVERLAY, 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 04-1623

RESOLUTION ORDERING CONSTRUCTION OF THE NW 107TH STREET HMA OVERLAY, 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 NW 107th Street HMA Overlay; 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 NW 107th Street HMA Overlay, 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 NW 107th Street HMA Overlay consists of road resurfacing with Hot Mix Asphalt (HMA) pavement of NW 107th Street from approximately 150 feet south of NW 71st Lane to NW 78th Avenue. The project includes full depth HMA patching, milling and overlay, granular shoulder, traffic control, pavement markings, and miscellaneous associated work necessary to complete the project.

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 May 2, 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 May 9, 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 May 9, 2023.

PASSED AND APPROVED this 11th day of April, 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

NW 107TH STREET HMA OVERLAY

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 **NW 107th Street HMA Overlay** at its meeting at **5:30 P.M. on the 9th day of May, 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 **2nd day of May, 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 2nd day of May, 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 9th day of May, 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 June 5, 2023 and no later than June 19, 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 May 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 "Bids & RFPs" then "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 the City of Grimes Development Services Department, 410 SE Main Street, Grimes, Iowa 50111, 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 515-986-4050 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

NW 107th STREET HMA OVERLAY

The NW 107th Street HMA Overlay consists of road resurfacing with Hot Mix Asphalt (HMA) pavement of NW 107th Street from approximately 150 feet south of NW 71st Lane to NW 78th Avenue. The project includes full depth HMA patching, milling and overlay, granular shoulder, traffic control, pavement markings, and miscellaneous associated work necessary to complete the project.

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 fully complete the overall project within **Thirty (30) working days.** Full completion for the overall project shall be defined as all pavement construction completed, granular shoulder placed, and street striping completed, with the street fully open to traffic. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars ($500) 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 **11th day of April, 2023.**

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **14th day of April, 2023.**

Published in a newspaper with local circulation the **27th day of April, 2023**

RESOLUTION NO. 04-1723 APPROVING CHANGE ORDERS

WHEREAS, the City of Grimes has retained the services of professional contractors for City projects;

WHEREAS, the contractor has agreed to provide a scope of work for the City;

WHEREAS, the contractor from time deems it necessary to amendment a construction contract that changes the contractor's scope of work or materials;

WHEREAS, the change order may adjust the amount of time for completion of work or increase or decrease the contract price;

WHEREAS, the City Engineer has reviewed and approved the attached change orders.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa the attached change orders shall be approved as submitted.

PASSED AND APPROVED this 11th day of April 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/23

AGENDA ITEM: County Line Road Traffic Signal Improvements, Change Order #1.

BACKGROUND: A change order request has been made for the County Line Road Traffic Signal Improvements project. The purpose and details are as follows:

- Signal Detection Modification
  - Move east bound advanced detection camera to south bound pole upright.

BUDGETARY CONSIDERATIONS: This change order will increase the total cost for the project by $1,512.87.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed this Change Order 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

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	County Line Road Traffic Improvements		
Contractor:	Van Maanen Electric, Inc.		
Address:	500 Iowa Speedway Drive, Newton, IA 50208		
Finance Budget Code:	334-210-6499	***Finance Project #***	0
Vendor Project or Invoice #:	0	***PO #***	0
Original Contract Date:	May 10, 2022	***Vendor #***	2161

Change Order Number: 1

Change Order Date: April 11, 2023

Purpose of Change Order:

Move EB advanced detection camera to SB pole upright.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
8001	SIGNAL DETECTION MODIFICATION	LS	1.00	$ 1,512.87	$ 1,512.87

Change Order Number: 1 makes the following adjustments to the contract: **$ 1,512.87**

Contractor Accepted: Van Maanen Electric, Inc. (Firm Name)

Signature — Date: 4/3/23

Engineer Approved: Bolton & Menk, Inc. (Firm Name)

Signature — Date: 4/3/2023

Owner Accepted: City of Grimes MSA 4-5-23

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 71,429.49
1	April 11, 2023	$ 1,512.87
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 72,942.36**

Date Printed: 3/31/2023

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/23

AGENDA ITEM: WRA Grimes Connector – Contract 4, Change Order #2.

BACKGROUND: A change order request has been made for the WRA Grimes Connector – Contract 4 project. The purpose and details are as follows:

- Adding Color to Precast Concrete Wall Panels
  - Added color to precast wall panels to better match the new RO building.
- Change Hatches 6-9 Larger Size for Pumps
  - Access hatches shown on the plans need to be larger to allow pumps to enter and exit wet well.

BUDGETARY CONSIDERATIONS: This change order will increase the total cost for the project by $15,924.00.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed this Change Order 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

CHANGE ORDER FORM

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 #***	0
Vendor Project or Invoice #:	0	***PO #***	0
Original Contract Date:	January 25, 2022	***Vendor #***	2926

Change Order Number: 2

Change Order Date: April 11, 2023

Purpose of Change Order:

The City wanted to add color to the precast wall panels. Access hatches as shown on the plans needed to be larger to allow pumps as submitted by contractor to enter and exit wet well.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Adding color to Precast Concrete Wall Panels	LS	1.00	$ 11,040.00	$ 11,040.00
2	Change Hatches 6-9 Larger Size for Pumps	LS	1.00	$ 4,884.00	$ 4,884.00
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 2 makes the following adjustments to the contract:					**$ 15,924.00**

Contractor Accepted: Shank Constructors, Inc.
Firm Name

Signature

4/3/2023
Date

Engineer Approved: Veenstra & Kimm, Inc.
Firm Name

Signature

4-3-2023
Date

Owner Accepted: City of Grimes MSA 4-5-23

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 8,068,100.00
1	December 13, 2022	$ 2,493.33
2	April 11, 2023	$ 15,924.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 8,086,517.33**

Date Printed: 4/3/2023

RESOLUTION NO. 04-1823 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 11th day of April 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

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: April 11,2023 **PAYMENT REQUEST #** 3

PAYMENT PERIOD: From: February 1, 2023 Through: February 28, 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:	$ 61,460.32			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 61,460.32		
Less previous applications for payment:		$ 36,781.32		
SUBTOTAL			$	24,679.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	24,679.00
Balance to finish, including retainage:		$ 10,139.68		
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 — 3/23/2023 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 4-5-23 Date

City of Grimes Council Approval:
Council 4-11-23
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: 3/22/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 24, 2023	$ 9,714.38
2	March 14, 2023	$ 27,066.94
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 36,781.32**

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: 3/29/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 29, 2023

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

Invoice No: 122.1545.01 - 3

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

Professional Services through February 28, 2023

	Hours	Rate	Amount	
Principal Engineer I	3.50	217.00	759.50	
Sr. Engineer	.25	198.00	49.50	
Land Surveyor VIII	.25	181.00	45.25	
Engineer VIII	39.00	181.00	7,059.00	
Engineer V	11.00	152.00	1,672.00	
Engineer I	58.50	103.00	6,025.50	
Technician VII	80.25	113.00	9,068.25	
Total Services	192.75		24,679.00	
Total Services				**24,679.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	24,679.00	36,781.32	61,460.32	
Limit			71,600.00	
Remaining			10,139.68	
				$24,679.00

Amount Due this Invoice **$24,679.00**

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

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: April 11, 2023 **PAYMENT REQUEST #** 52

PAYMENT PERIOD: From: February 19, 2023 Through: March 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:	$ 1,293,176.21			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 1,293,176.21		
Less previous applications for payment:		$ 1,235,260.58		
SUBTOTAL			$	57,915.63
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	57,915.63
Balance to finish, including retainage:		$ 214,823.79		
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 March 28, 2023

Date

City of Grimes Staff Approval:

Signature 4-5-23

Date

City of Grimes Council Approval:

Council 4-11-23

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: 3/28/2023

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
51	March 14, 2023	$ 62,975.04
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TOTAL **$ 1,235,260.58**

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: 3/28/2023

VEENSTRA & KIMM INC.

STATEMENT OF PROFESSIONAL SERVICES

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

March 24, 2023
Project No: 128108
Invoice No: 15

Project Manager H. Veenstra

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

Professional Services from February 19, 2023 to March 18, 2023

Professional Personnel

	Hours	Rate	Amount	
Clerical II	4.50	76.00	342.00	
Clerical III	5.50	65.00	357.50	
Process Engineer I	26.00	215.00	5,590.00	
Engineer I-C	1.50	179.00	268.50	
Engineer III-A	1.00	144.00	144.00	
Drafter IA	1.00	114.00	114.00	
Drafter III	3.50	95.00	332.50	
Construction Engineer II	112.00	121.00	13,552.00	
Construction Engineer III	7.50	108.00	810.00	
Surveyor I	.50	138.00	69.00	
Technician I	33.00	101.00	3,333.00	
Technician III	96.50	84.00	8,106.00	
Technician IV	246.00	81.00	19,926.00	
Technician VI	35.00	70.00	2,450.00	
Totals	573.50		55,394.50	
Total Labor				**55,394.50**

Unit Billing

Mileage	192.57	
Mileage	1,278.56	
Robotics	805.00	
GPS	245.00	
Total Units	**2,521.13**	**2,521.13**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	57,915.63	662,260.58	720,176.21
Limit			900,000.00
Remaining			179,823.79

Total this Invoice **$57,915.63**

Billings to Date

	Current	Prior	Total
Labor	55,394.50	622,565.00	677,959.50

Project	128108	WRA Connector - Phase 2 - CS			Invoice	15
Expense		0.00	5,602.97	5,602.97		
Unit		2,521.13	34,092.61	36,613.74		
Totals		**57,915.63**	**662,260.58**	**720,176.21**		

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: April 11, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: February 1, 2023 Through: February 28, 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:	$ 464,373.90			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 464,373.90		
Less previous applications for payment:		$ 390,566.32		
SUBTOTAL			$	73,807.58
OTHER CHARGES (Attach an itemized list)				
CURRENT PAYMENT DUE			$	73,807.58
Balance to finish, including retainage:		$ 329,126.10		
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 3/24/2023

Date

City of Grimes Staff Approval:

Signature 4-5-23

Date

City of Grimes Council Approval: Council 4-11-23

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: 3/24/2023

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	$ 170,495.20
6	April 11, 202341	
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Previous Applications for Payment

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TOTAL **$ 390,566.32**

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: 3/24/2023

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

March 24, 2023
Project No: 0022G020.01
Invoice No: 82980

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

Invoice Total USD 73,807.58

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

Professional Services through February 28, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	4.50	216.00	972.00	
Project Manager II	1.00	202.00	202.00	
Project Manager I	6.50	180.00	1,170.00	
Project Engineer V	23.50	216.00	5,076.00	
Project Engineer IV	110.50	190.00	20,995.00	
Project Engineer II	7.50	166.00	1,245.00	
Project Engineer I	149.00	154.00	22,946.00	
Staff Engineer II	27.40	137.00	3,753.80	
Technician VIII	2.50	165.00	412.50	
Technician IV	15.00	125.00	1,875.00	
Technician II	101.80	105.00	10,689.00	
Project Administrator II	1.00	102.00	102.00	
Totals	450.20		69,438.30	
Total Labor				**69,438.30**
Subconsultants				**4,320.00**
Expenses				**49.28**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	73,807.58	390,566.32	464,373.90	
Limit			793,500.00	
Remaining			329,126.10	
		Total This Invoice		**USD 73,807.58**

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: April 11, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: February 1, 2023 Through: February 28, 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:	$ 115,597.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 115,597.00		
Less previous applications for payment:		$ 94,819.51		
SUBTOTAL			$	20,777.49
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	20,777.49
Balance to finish, including retainage:		$ 182,803.00		
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: Snyder & Associates, Inc.
Firm Name

Jordan Stoermer
Signature 3/22/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Grimes Staff Approval:
Signature 4-5-23
Date

City of Grimes Council Approval:
Council 4-11-23
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: 3/22/2023

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	March 14, 2023	$ 44,746.25
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Previous Applications for Payment

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TOTAL **$ 94,819.51**

Record of Change Orders

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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: 3/29/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 29, 2023

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

Invoice No: 122.1329.01 - 6

Finance Budget Code 375-210-6407

Email mahrens@grimesiowa.gov

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

Professional Services through February 28, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	2.50	229.00	572.50	
Principal Engineer I	6.25	217.00	1,356.25	
Sr. Engineer	2.75	198.00	544.50	
Land Surveyor VIII	.25	181.00	45.25	
Engineer VIII	31.50	181.00	5,701.50	
Engineer V	17.50	152.00	2,660.00	
Landscape Architect II	.50	116.00	58.00	
Engineer I	58.75	103.00	6,051.25	
Technician V	7.00	92.00	644.00	
Technician I	52.00	60.00	3,120.00	
Total Services	179.00		20,753.25	
Total Services				**20,753.25**

Fleet Mileage **24.24**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	20,777.49	94,819.51	115,597.00	
Limit			298,400.00	
Remaining			182,803.00	
		Phase Subtotal		**$20,777.49**

Amount Due this Invoice **$20,777.49**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: April 11, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: January 2, 2023 Through: March 5, 2023

Contract Summary

Original Contract Amount:	$ 178,900.00			
Net change by Change Orders:	$ 484,145.00			
Contract Amount to Date: (line 1 ± 2)		$ 663,045.00		
Total completed and stored to date:	$ 316,006.50			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 316,006.50		
Less previous applications for payment:		$ 285,912.58		
SUBTOTAL			$	30,093.92
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	30,093.92
Balance to finish, including retainage:		$ 347,038.50		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Civil Design Advantage

Firm Name

Signature 3/24/2023

Date

City of Grimes Staff Approval:

Signature 4-5-23

Date

City of Grimes Council Approval: Council 4-11-23

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: 3/24/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 24, 2022	$ 12,171.27
2	June 28, 2022	$ 26,623.03
3	August 9, 2022	$ 26,447.25
4	September 13, 2022	$ 99,482.25
5	November 22, 2022	$ 79,855.13
6	January 24, 2023	$ 41,333.65
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 285,912.58**

Record of Change Orders

No.	Date	Amount
1	October 11, 2022	$ 28,015.00
2	November 8, 2022	$ 456,130.00
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TOTAL **$ 484,145.00**

Contract Time Remaining

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

Date Printed: 3/24/2023

Invoice

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

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

March 13, 2023
Project No: 2202.086
Invoice No: 40457

Project 2202.086 City of Grimes - Grimes Plex

Professional Services from January 2, 2023 through March 5, 2023

Task	102	Topographic Survey		
			Total this Task	**0.00**
Task	201	Concept Refinement		
			Total this Task	**0.00**
Task	203	SWMP		
			Total this Task	**0.00**
Task	205	SWPPP		
			Total this Task	**0.00**
Task	230	Estimate Construction Costs		
			Total this Task	**0.00**
Task	302	Hope Plat 4 CD Rev		
			Total this Task	**0.00**
Task	306	Easement Plat Preparation		
			Total this Task	**0.00**
Task	401	Site Plan Revisions		
			Total this Task	**0.00**

Task 402 Site Plan Revisions - Buildings

Professional Personnel

	Hours	**Rate**	**Amount**	
Engineer 1	3.50	94.00	329.00	
Engineer 2	12.00	102.00	1,224.00	
Engineer 8	55.00	172.00	9,460.00	
Total Labor				**11,013.00**
			Total this Task	**$11,013.00**

Task 501 Project Development and Coordination

Professional Personnel

	Hours	**Rate**	**Amount**	
Engineer 8	12.00	172.00	2,064.00	
Total Labor				**2,064.00**

Total this Task **$2,064.00**

Task 503 Color Rendering

Total this Task **0.00**

Task 504 Project Manual

Total this Task **0.00**

Task 505 Bidding Services

Total this Task **0.00**

Task 506 Bid Letting Services

Total this Task **0.00**

Task 507 Major Addendum

Total this Task **0.00**

Task 508 Pre-Construction Meetings

Total this Task **0.00**

Task 601 Construction Staking

Professional Personnel

	Hours	Rate	Amount	
Technician 2	5.00	70.00	350.00	
Technician 8	4.00	134.00	536.00	
Total Labor				**886.00**

Total this Task **$886.00**

Task 603 Construction Administration

Professional Personnel

	Hours	Rate	Amount	
Engineer 7	13.00	161.00	2,093.00	
Engineer 8	50.50	172.00	8,686.00	
Total Labor				**10,779.00**

Total this Task **$10,779.00**

Task 604 Construction Observation

Professional Personnel

	Hours	Rate	Amount	
Technician 4	52.50	93.00	4,882.50	
Total Labor				**4,882.50**

Total this Task **$4,882.50**

Task 605 Record Drawings

Total this Task **0.00**

Task 613 Shop Drawing Review

Total this Task **0.00**

Task 701 Geotechnical Investigation

Total this Task **0.00**

Project	2202.086	City of Grimes - Grimes Plex		Invoice	40457
Task	702	Electrical Design			
			Total this Task		**0.00**
Task	703	Sub-consultant - IMEG Construction			
Consultants					
Sub-consultant					
2/28/2023	IMEG Corp	Construction administration		296.50	
	Total Consultants			**296.50**	**296.50**
			Total this Task		**$296.50**
Task	704	Sub-consultant - Barrel Age Productions			
			Total this Task		**0.00**
Task	998	Permits & Fees			
			Total this Task		**0.00**
Task	999	Reimbursable Expenses			
Unit Billing					
1/4/2023	Mileage	264.0 miles @ 0.655		172.92	
	Total Units			**172.92**	**172.92**
			Total this Task		**$172.92**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	30,093.92	285,912.58	316,006.50
Limit			663,045.00
Remaining			347,038.50

Total this Invoice **$30,093.92**

Project Manager Joshua Trygstad

RESOLUTION NO. 04-1923 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 11th Day of April 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

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: April 11, 2023 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: March 1, 2023 Through: March 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:	$ 707,225.25		
Retainage: 5 % of Completed Work:	$ 35,361.26		
Total Earned less Retainage:		$ 671,863.99	
Less previous applications for payment:		$ 652,875.39	
SUBTOTAL			$ 18,988.60
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 18,988.60
Balance to finish, including retainage:		$ 398,749.21	
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 4/4/23

Engineer / Consultant Approval: Snyder & Associates
Firm Name

Todd Kurx

Signature

Date 4/4/2023

City of Grimes Staff Approval:

Signature

Date 4-5-23

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: 4/4/2023

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		$ -	$ 19,988.00	$ 19,988.00	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	$19,988.00			$19,988.00	$24,937.00	0.80153988	0.8	$ 19,988.00	100.00%
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				$ -	$ 2,962.00	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%
23						$ -	$ -				0.00%
24						$ -	$ -				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 $279,026.00 $ 279,026.00 100.00%

Date printed: 4/4/2023

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
4	March 14, 2023	$ 43,420.94
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 652,875.39**

Record of Change Orders

No.	Date	Amount
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TOTAL $ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 15, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 4/4/2023

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: April 11, 2023 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: February 28, 2023 Through: March 29, 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:	$ 11,572,292.80		
Retainage: 5 % of Completed Work:	$ 578,614.64		
Total Earned less Retainage:		$ 10,993,678.16	
Less previous applications for payment:		$ 10,420,740.28	
SUBTOTAL			$ 572,937.88
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 572,937.88
Balance to finish, including retainage:		$ 1,873,551.78	
Contract Time Remaining (If applicable)	64.00 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

Zach Jocelyn
Signature — 03/31/2023 Date

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

Signature — 3-31-23 Date

City of Grimes Staff Approval:
Signature — 4-5-23 Date

City of Grimes Council Approval: Council 4-11-23
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: 3/31/2023

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	8,514.00	$ 5,787,391.50	1,215.00	87.51%
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	$ 25,040.00	-	100.00%
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	7.00	$ 234,570.00	(1.00)	116.67%
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	17,106.00	$ 325,014.00	1,794.00	90.51%
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	798.04	$ 55,862.80	551.96	59.11%
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	78.0%	$ 78,000.00	22.0%	78.00%
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	80.0%	$ 16,000.00	20.0%	80.00%
27	54" Base FRP Manholes	EA	27.00	(2.00)	25.00	$40,000.00	$ 1,000,000.00	20.00	$ 800,000.00	5.00	80.00%
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%
	LFM MH #35	EA			-	$ 9,574.00	$ -		$ -		0.00%
	LFM MH #39	EA			-	$ 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	$ -	894.00	$ 2,145.60		0.00%
	24" A-2000 Sanitary pipe	LF			-	$ 93.05	$ -		$ -		0.00%
	24" Hymax Coupler	EA			-	$ 2,771.50	$ -		$ -		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	$ -	-	$ -		0.00%
	54" Sanitary Pipe	LF			-	$ 238.00	$ -	-	$ -		0.00%
	48" Sanitary Pipe	LF			-	$ 200.00	$ -	65.00	$ 13,000.00		0.00%
	54" Sanitary Pipe	LF			-	$ 238.00	$ -	782.51	$ 186,237.38		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	$ -	-	$ -		0.00%
	54" Coupling Elbow 2 miter	EA			-	$ 7,483.00	$ -	1.00	$ 7,483.00		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			$ -		0.00%
	Manhole 29	EA				$14,948.25		-	$ -		0.00%
	Manhole 33	EA				$ 13,136.75		-	$ -		0.00%
	36" Sanitary Pipe	LF				$ 133.00		19.521	$ 2,596.29		0.00%
											0.00%
											0.00%
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											0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 12,867,229.94	$ 11,572,292.80	89.94%

Date printed: 3/31/2023

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
12	March 14, 2023	$ 680,294.31
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 10,420,740.28**

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:	470.00
Contract Time Remaining:	**64.00**

Date Printed: 3/31/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: April 11, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 12/1/2022 Through: March 31, 2023

Contract Summary

Original Contract Amount:	$ 71,429.49		
Net change by Change Orders:	$ 1,512.87		
Contract Amount to Date: (line 1 ± 2)		$ 72,942.36	
Total completed and stored to date:	$ 72,942.36		
Retainage: 5 % of Completed Work:	$ 3,647.12		
Total Earned less Retainage:		$ 69,295.24	
Less previous applications for payment:		$ 36,011.65	
SUBTOTAL			$ 33,283.59
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 33,283.59
Balance to finish, including retainage:		$ 3,647.12	
Contract Time Remaining (If applicable)		Working Days	

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

Construction Contractor Approval: Van Maanen Electric, Inc.
Firm Name
Signature
4/3/23
Date

Engineer / Consultant Approval: Bolton & Menk, Inc.
Firm Name
Signature
4/3/2023
Date

City of Grimes Staff Approval:
Signature
4-5-23
Date

City of Grimes Council Approval:
Council 4-11-23
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: 3/31/2023

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	8-PHASE CONTROLLER CABINET, 12" RISER, AND ACCESSORIES*	LS	1.00		1.00	$ 4,685.00	$ 4,685.00	1.00	$ 4,685.00	-	100.00%
2	UNINTERRUPTABLE POWER SUPPLY*	LS	1.00		1.00	$ 1,870.00	$ 1,870.00	1.00	$ 1,870.00	-	100.00%
3	ETHERNET SWITCH*	EACH	1.00		1.00	$ 285.00	$ 285.00	1.00	$ 285.00	-	100.00%
4	FO TERMINATION PANEL AND ENCLOSURE*	EACH	1.00		1.00	$ 285.00	$ 285.00	1.00	$ 285.00	-	100.00%
5	VIDEO DETECTION SYSTEM*	LS	1.00		1.00	$ 550.00	$ 550.00	1.00	$ 550.00	-	100.00%
6	12" LED R, Y, G,Y>,G> (ALL LED) MAST ARM MOUNT*	EACH	1.00		1.00	$ 305.00	$ 305.00	1.00	$ 305.00	-	100.00%
7	12" LED R, Y, G,Y>,G> (ALL LED) POLE MOUNT*	EACH	1.00		1.00	$ 305.00	$ 305.00	1.00	$ 305.00	-	100.00%
8	12" LED <R,<Y,<FY,<G (ALL LED) MAST ARM MOUNT*	EACH	4.00		4.00	$ 305.00	$ 1,220.00	4.00	$ 1,220.00	-	100.00%
9	12" LED R,Y,G (ALL LED) MAST ARM MOUNT*	EACH	4.00		4.00	$ 285.00	$ 1,140.00	4.00	$ 1,140.00	-	100.00%
10	12" LED R,Y,G (ALL LED) POLE MOUNT*	EACH	3.00		3.00	$ 285.00	$ 855.00	3.00	$ 855.00	-	100.00%
11	POWER SUPPLY	EACH	1.00		1.00	$ 2,400.00	$ 2,400.00	1.00	$ 2,400.00	-	100.00%
12	TYPE I - PRE-CAST CONCRETE HANDHOLE	EACH	3.00		3.00	$ 765.00	$ 2,295.00	3.00	$ 2,295.00	-	100.00%
13	TYPE IV - 30" X 48" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	1.00		1.00	$ 3,338.00	$ 3,338.00	1.00	$ 3,338.00	-	100.00%
14	SIGNAL CABLE - 16C #14 AWG	LIN FT	559.00		559.00	$ 3.47	$ 1,939.73	559.00	$ 1,939.73	-	100.00%
15	VIDEO DETECTION CABLES	LIN FT	590.00		590.00	$ 2.25	$ 1,327.50	590.00	$ 1,327.50	-	100.00%
16	LUMINAIRE CABLE - 1C #8 AWG	LIN FT	561.00		561.00	$ 1.42	$ 796.62	561.00	$ 796.62	-	100.00%
17	POWER - 1C #6	LIN FT	34.00		34.00	$ 1.77	$ 60.18	34.00	$ 60.18	-	100.00%
18	GROUND - 1C #6 BARE	LIN FT	714.00		714.00	$ 1.60	$ 1,142.40	714.00	$ 1,142.40	-	100.00%
19	TRACER - 1C #10	LIN FT	714.00		714.00	$ 1.20	$ 856.80	714.00	$ 856.80	-	100.00%
20	PULL TAPE	LIN FT	714.00		714.00	$ 0.59	$ 421.26	714.00	$ 421.26	-	100.00%
21	2" PVC, TRENCHED	LIN FT	-		-	$ -	$ -		$ -	-	0.00%
22	2" PVC, PUSHED	LIN FT	-		-	$ -	$ -		$ -	-	0.00%
23	3" PVC, TRENCHED	LIN FT	163.00		163.00	$ 18.00	$ 2,934.00	163.00	$ 2,934.00	-	100.00%
24	3" PVC, PUSHED	LIN FT	515.00		515.00	$ 21.00	$ 10,815.00	515.00	$ 10,815.00	-	100.00%
25	CONTROLLER CABINET FOOTING	EACH	1.00		1.00	$ 1,125.00	$ 1,125.00	1.00	$ 1,125.00	-	100.00%
26	SIGNAL POLE FOOTING 3'-0" DIA. X 14'-0"	EACH	1.00		1.00	$ 3,800.00	$ 3,800.00	1.00	$ 3,800.00	-	100.00%
27	SIGNAL POLE FOOTING 3'-0" DIA. X 16'-0"	EACH	2.00		2.00	$ 4,000.00	$ 8,000.00	2.00	$ 8,000.00	-	100.00%
28	SIGNAL POLE FOOTING 3'-6" DIA. X 18'-0"	EACH	1.00		1.00	$ 4,400.00	$ 4,400.00	1.00	$ 4,400.00	-	100.00%
29	STEEL COMBINATION SIGNAL/LIGHTING - 44' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,400.00	$ 2,400.00	1.00	$ 2,400.00	-	100.00%
30	STEEL COMBINATION SIGNAL/LIGHTING - 48' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	-	100.00%
31	STEEL COMBINATION SIGNAL/LIGHTING - 52' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,700.00	$ 2,700.00	1.00	$ 2,700.00	-	100.00%
32	STEEL SIGNAL - 62' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,900.00	$ 2,900.00	1.00	$ 2,900.00	-	100.00%
33	LUMINAIRE FIXTURE	EACH	3.00		3.00	$ 746.00	$ 2,238.00	3.00	$ 2,238.00	-	100.00%
34	STREETNAME SIGN - (126" X 24"), MAST-ARM MOUNTED*	EACH	2.00		2.00	$ 200.00	$ 400.00	2.00	$ 400.00	-	100.00%
35	STREETNAME SIGN - (42" X 24"), MAST-ARM MOUNTED*	EACH	2.00		2.00	$ 170.00	$ 340.00	2.00	$ 340.00	-	100.00%
36	TRAFFIC SIGN, R3-5L, (30" X 36"), MAST-ARM MOUNTED*	EACH	4.00		4.00	$ 160.00	$ 640.00	4.00	$ 640.00	-	100.00%
37	TRAFFIC SIGN, R3-5R, (30" X 36"), MAST-ARM MOUNTED*	EACH	1.00		1.00	$ 160.00	$ 160.00	1.00	$ 160.00	-	100.00%
8001	SIGNAL DETECTION MODIFICATION	LS		1.00	1.00	$ 1,512.87	$ 1,512.87	1.00	$ 1,512.87	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 72,942.36	$ 72,942.36	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 25, 2022	$ 17,871.46
2	December 13, 2022	$ 18,140.19
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Previous Applications for Payment

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TOTAL **$ 36,011.65**

Record of Change Orders

No.	Date	Amount
1	April 11, 2023	$ 1,512.87
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TOTAL **$ 1,512.87**

Contract Time Remaining

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

Date Printed: 3/31/2023

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: April 11, 2023 **PAYMENT REQUEST #** 13

PAYMENT PERIOD: From: February 28, 2023 Through: March 31, 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:	$ 6,024,122.06		
Retainage: 5 % of Completed Work:	$ 301,206.10		
Total Earned less Retainage:		$ 5,722,915.96	
Less previous applications for payment:		$ 5,315,986.97	
SUBTOTAL			$ 406,928.99
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 406,928.99
Balance to finish, including retainage:		$ 2,347,677.37	
Contract Time Remaining (If applicable)	153.00 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 — Date: 4/3/2023

Engineer / Consultant Approval: Veenstra & Kimm,Inc. (Firm Name)
Signature — Date: 4-3-23

City of Grimes Staff Approval:
Signature — Date: 4-5-23

City of Grimes Council Approval: Council 4-11-23
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: 4/3/2023

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	90%	$ 491,400.00	10%	90.00%
5	Site Utilities	LS	1.00		1.00	$ 1,104,000.00	$ 1,104,000.00	85%	$ 938,400.00	15%	85.00%
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	98%	$ 1,360,445.80	2%	98.00%
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	50%	$ 166,500.00	50%	50.00%
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%
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73					-		$ -		$ -	-	0.00%
74					-		$ -		$ -	-	0.00%
75					-		$ -		$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 8,070,593.33 $ 6,024,122.06 74.64%

Date printed: 4/3/2023

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
12	March 14, 2023	$ 424,548.09
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 5,315,986.97**

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:	430.00
Contract Time Remaining:	**153.00**

Date Printed: 4/3/2023

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: April 11, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: February 28, 2023 Through: March 30, 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:	$ 9,133,347.40		
Retainage: 5 % of Completed Work:	$ 456,667.37		
Total Earned less Retainage:		$ 8,676,680.03	
Less previous applications for payment:		$ 7,578,617.96	
SUBTOTAL			$ 1,098,062.07
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 1,098,062.07
Balance to finish, including retainage:		$ 910,244.97	
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. M. Hentges & Sons, Inc. (Firm Name)
Signature Joe Miller 4/3/2023 (Date)

Engineer / Consultant Approval : Veenstra & Kimm,Inc. (Firm Name)
Signature 4-3-23 (Date)

City of Grimes Staff Approval:
Signature 4-5-23 (Date)

City of Grimes Council Approval:
Signature Council 4-11-23 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: 4/3/2023

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	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	14,952.00	$ 6,429,360.00	334.00	97.81%
3	36" DI Sanitary Sewer in Open Cut	LF	25.00		25.00	$ 6,000.00	$ 150,000.00	40.00	$ 240,000.00	(15.00)	160.00%
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	2.00	$ 90,000.00	-	100.00%
7	Manhole - 72"	EA	43.00		43.00	$30,000.00	$ 1,290,000.00	43.00	$ 1,290,000.00	-	100.00%
8	Storm Sewer - 48" RCP	EA	90.00		90.00	$ 240.00	$ 21,600.00	72.00	$ 17,280.00	18.00	80.00%
9	Storm Sewer - 36" RCP	EA	20.00		20.00	$ 200.00	$ 4,000.00		$ -	20.00	0.00%
10	Storm Sewer - 18" RCP	EA	40.00		40.00	$ 125.00	$ 5,000.00	40.00	$ 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	$ 32,400.00	-	100.00%
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	129.46	$ 5,178.40	70.54	64.73%
18	Erosion Control	LS	1.00		1.00	$55,000.00	$ 55,000.00	90.0%	$ 49,500.00	10.0%	90.00%
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	90.0%	$ 4,500.00	10.0%	90.00%
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		$ -	1.00	0.00%
29	Manhole Coupler	EA			43.00	$ 420.00	$ 18,060.00	-	$ -	43.00	0.00%
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	-	$ -	8,662.99	0.00%
38	LFM 53	EA			1.00	$ 9,168.00	$ 9,168.00	-	$ -	1.00	0.00%
39	LFM 54	EA			1.00	$ 9,359.00	$ 9,359.00	-	$ -	1.00	0.00%
40	LFM 55	EA			1.00	$ 9,359.00	$ 9,359.00	-	$ -	1.00	0.00%
41	LFM 56	EA			1.00	$ 9,359.00	$ 9,359.00	-	$ -	1.00	0.00%
42	LFM 57	EA			1.00	$ 9,359.00	$ 9,359.00	-	$ -	1.00	0.00%
43	LFM 58	EA			1.00	$ 8,904.00	$ 8,904.00	-	$ -	1.00	0.00%
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	0.00%
47	LFM 62	EA			1.00	$10,329.00	$ 10,329.00	-	$ -	1.00	0.00%
48	LFM 63	EA			1.00	$10,974.00	$ 10,974.00	-	$ -	1.00	0.00%
49	LFM 64	EA			1.00	$ 9,947.00	$ 9,947.00	-	$ -	1.00	0.00%
50	LFM 65	EA			1.00	$ 9,601.00	$ 9,601.00	-	$ -	1.00	0.00%
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	-	$ -	3.00	0.00%
58	48"x 42" Coupling Tee 3-Miter	EA			6.00	$14,666.82	$ 88,000.92	-	$ -	6.00	0.00%
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 $ 9,586,925.00 $ 9,133,347.40 95.84%

Date printed: 4/3/2023

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
7	March 14, 2023	$1,296,023.00
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Previous Applications for Payment

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TOTAL **$ 7,578,617.96**

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:	387.00
Contract Time Remaining:	**93.00**

Date Printed: 4/3/2023

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/2023

AGENDA ITEM:
Resolution Accepting Trail Easement – Highway 44 Trail Hope Timber

BACKGROUND:
A public trail easement is necessary for the construction of the trail along Highway 44 to the Dallas Center Grimes High School. The easement has been prepared and signed by the property owner.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 04-2023

RESOLUTION ACCEPTING TRAIL EASEMENT – HIGHWAY 44 TRAIL HOPE TIMBER

WHEREAS, The City of Grimes (the "City") have prioritized the construction of a new public trail along Highway 44, from approximately NW Brookside Drive to the Dallas Center Grimes High School (the "Project"); and,

WHEREAS, the City has determined that certain easements (the "Easements") are necessary to construct the Project; and,

WHEREAS, The owners of Parcel 802331300019 in Polk County, Iowa (the "Property") have submitted to the Easements in connection with the construction of the Project ; and

WHEREAS, the City desires to accept the easement; and

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

That the Trail Easement is hereby accepted and approved by the City Council of the City of Grimes.

PASSED AND APPROVED this 11th day of April, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Prepared By: Alex Pfaltzgraff, 410 SE Main Street, Grimes, IA 50111 (515) 986-4050
Return To: City of Grimes, 101 N. Harvey, Grimes, IA 50111 (515) 986-3036

TRAIL EASEMENT

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

See Exhibit A

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

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld. This shall not prohibit the extension of certain roadway accesses from the adjoining roadway, through and across the easement.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS**. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. **MAINTENANCE**. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance, at City's sole cost and expense, should it determine in its sole discretion such maintenance is needed, after prior written notice to Grantor. The City shall be responsible for maintaining the trail, structures, facilities and infrastructure installed in the Easement Area by the City.

5. **PROPERTY TO BE RESTORED**. The City shall restore the Easement Area, at the City's sole cost and expense, after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

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

7. **EASEMENT BENEFIT**. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

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

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

Grantor does HEREBY COVENANT with the City that (i) Grantor holds the Easement Area 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 Easement Area against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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 29th day of March, 2023.

Hope Timber, LLC

By_____ 03/29/2023

Name: Reza Kargarzadeh

Title: Manager

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this 29th day of March, 2023, before me, a Notary Public, in and for the State of Iowa, personally appeared Reza Kargarzadeh, to me personally known, who being by me duly sworn did say that that person is the Manager of Hope Timber, LLC and that said instrument was signed on behalf of Hope Timber, LLC by authority of its managers and the said Reza Kargarzadeh acknowledged the execution of said instrument to be the voluntary act and deed of Hope Timber, LLC by it voluntarily executed.

NOTARIAL SEAL IOWA
AMANDA HARWELL
Commission Number 811205
My Commission Expires
10/21/24

Amanda Harwell
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 2020.

_____
City Clerk of Grimes, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT SW FRAC. 1/4, SW FRAC. 1/4
SECTION 31, TOWNSHIP 80N, RANGE 25W
REQUESTED BY:
CITY OF GRIMES, IOWA

EASEMENT PLAT

EASEMENT DESCRIPTION:
A PART OF THE SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "M" AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 15149, PAGE 999 OF THE POLK COUNTY RECORDER'S OFFICE AND BEING THE SOUTHWEST CORNER OF OUTLOT 'Z' OF AUTUMN PARK PLAT 7, AN OFFICIAL PLAT; THENCE NORTH 87°47'12" WEST ALONG THE SOUTH LINE OF SAID PARCEL "M" AND BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF W. 1ST / HIGHWAY 44, A DISTANCE OF 0.50 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "M" AND TO THE POINT OF BEGINNING; THENCE SOUTH 87°24'56" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 189.19 FEET; THENCE NORTH 89°17'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 807.66 FEET; THENCE SOUTH 89°54'34" EAST, 996.59 FEET TO THE POINT OF BEGINNIG AND CONTAINING 0.10 ACRES (4,389 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY
11-11-22

BASIS OF BEARING
WEST LINE OF PARCEL "M" WAS ASSUMED TO BEAR SOUTH 0°18'02" EAST.

OWNER
HOPE TIMBER LLC
4500 WESTOWN PKWY STE 227
WEST DES MOINES, IA 50266

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap "18643 (Unless Otherwise Noted)	●	○
ROW Rail	⌶	
Calculated Point	•	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
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.

Terry Coady, PLS — Date 3-22-2023

License Number 18643

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

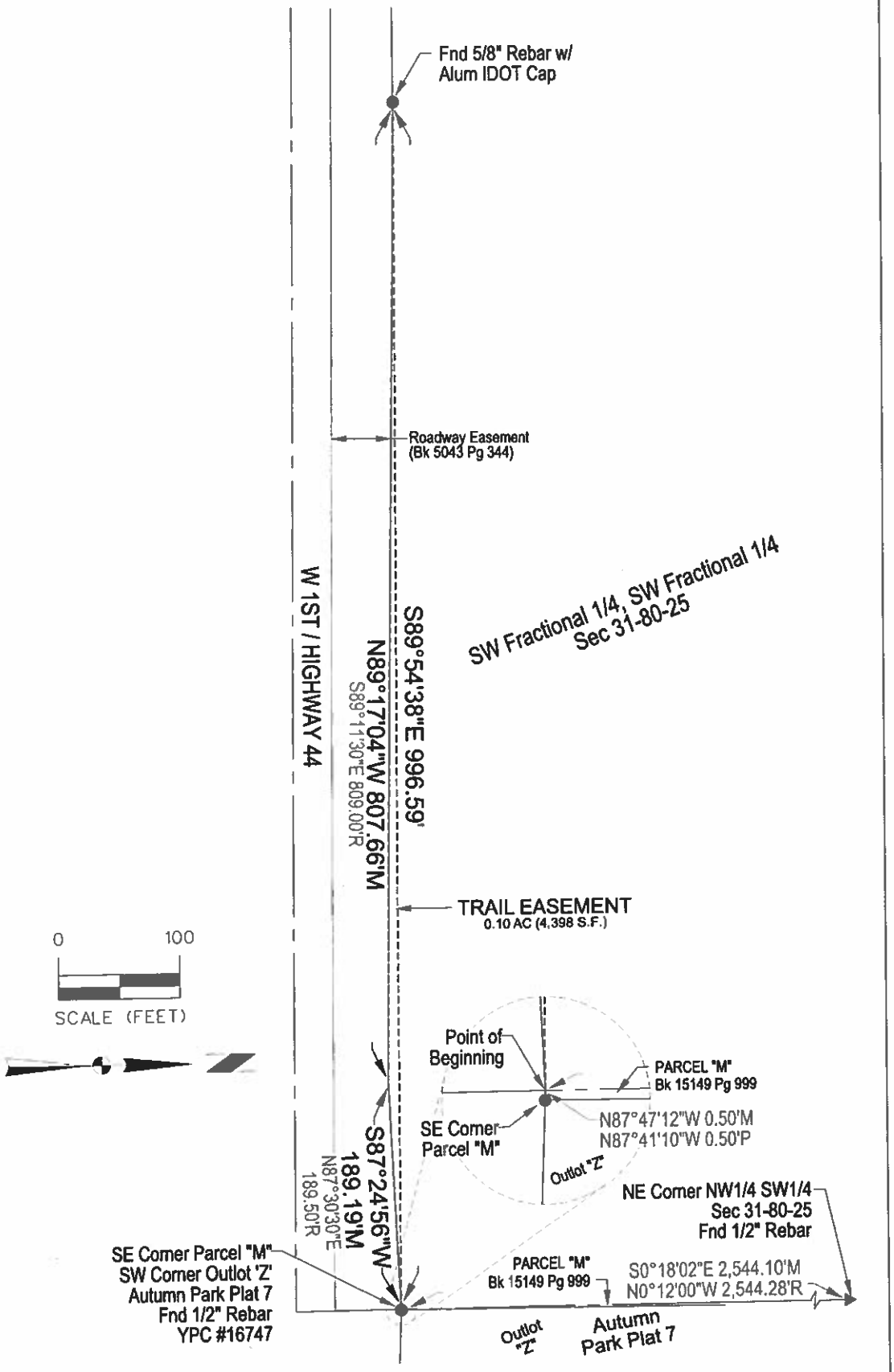
IOWA HIGHWAY 44 TRAIL EXTENSION

PT SW FRACTIONAL 1/4, SW FRACTIONAL 1/4 SEC 31-80-25

SNYDER & ASSOCIATES
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 1 OF 2
PN: 1221545
FLD BK: 821 PG: 71
DATE: 3/22/23
PM/TECH: TLC JDP

EASEMENT PLAT



IOWA HIGHWAY 44 TRAIL EXTENSION

PT SW FRACTIONAL 1/4, SW FRACTIONAL 1/4 SEC 31-80-25

SNYDER & ASSOCIATES

2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET	2 OF 2
PN:	1221545
FLD BK: 821	PG: 71
DATE:	3/22/23
PM/TECH:	TLC JDP

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/2023

AGENDA ITEM:
Resolution Approving Professional Services Agreement – Public Works Site Improvements

BACKGROUND:
The City of Grimes has determined it necessary to construct certain improvements upon the existing Public Works Facility Site, to create a better public access entrance and site circulation features. The improvements are anticipated to include modifications to the driveways and drive aisles, as well as the front pedestrian entry into the building. Doing so will create a better customer experience for those doing business with the Public Works Department.

The engineering firm Civil Design Advantage (CDA) has substantial experience in the creation and development of site plans for commercial businesses. The City has worked with CDA in the past and have a good working relationship with their team.

BUDGETARY CONSIDERATIONS:
The agreement identifies that the fee for services is $34,000. These fees will be covered by funds budgeted within the Public Works Operating budget.

Future improvements are programmed into the CIP and are covered by funds within the enterprise utilities.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 04-2123

RESOLUTION APPROVING PROFESSIONAL CONSULTING SERVICES AGREEMENT – GRIMES PUBLIC WORKS SITE PLAN AMENDMENT

WHEREAS, the City of Grimes (the "City") has determined it necessary to construct certain improvements upon the existing Public Works Facility Site, to create a better public access entrance and site circulation features (the "Project"); and,

WHEREAS, the engineering firm Civil Design Advantage (the "Consultant") has substantial experience in the creation and development of site plans for commercial businesses;

WHEREAS, the Consultant has proposed the attached Professional Consulting Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by the City to the Consultant for design services related to the Project;

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

that the Mayor is authorized to execute the Professional Consulting Services Agreement with the Consultant on behalf of the City of Grimes.

PASSED AND APPROVED this 11th day of April, 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Grimes Public Works - Site Plan Services

This Agreement is made and entered into this 27th day of March, 2023, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Civil Design Advantage, 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 Design Services of the Consultant $34,000

      Total $34,000

   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: Civil Design Advantage
Attn: Alex Pfaltzgraff	Attn: Keith Weggen
Title: Development Services Director	Title: Principal
Address: 410 SE Main Street, #102	Address: 4121 NW Urbandale Drive
City, State: Grimes, IA 50111	City, State: Urbandale, IA 50322

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: Keith Weggen

Title: Principal

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

_____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

City of Grimes (CLIENT) is seeking professional civil site planning services to make improvements to their existing Public Works Facility. Located at 1700 SE Destination Drive, the site consists of approximately 6.33 acres of land and is currently zoned M-1A (Commercial and Limited Light Industrial District) and is within the Highway 141 Mixed Use Development Corridor District Zone 2.

The City desires to create a more welcoming entrance for the public to the front office from the existing parking lot. To achieve the desired entryway, a portion of the fencing will be removed and relocated, a redesigned pedestrian entrance ramp added from the parking lot to the front door, and a redesign of vehicular circulation around the facility will be implemented. To assist in the redesign of vehicular circulation around the facility, a proposed secondary entrance off SE Destination Drive will be added for a better flow of vehicles through the property. The City is also looking to update the property to meet current code requirements for storm water, outdoor storage, trash enclosure, and general landscaping.

The Site Plan will require review and approval by the City of Grimes Planning & Zoning Commission and City Council, in addition to staff review.

Civil Design Advantage (CDA) will provide the following Scope of Services:

Basic Design Services:

Task 1 - Topographic Survey

CDA will mobilize to the site to conduct a topographic survey and boundary verification for the site. The topographic survey shall be limited to the project site, adjacent streets, and 10' beyond the property lines, if access is provided or as shown on the attached survey limits exhibit. Surface features, break lines, trees greater than 12" in diameter, utility poles, and adjacent public streets (to centerlines), shall be located for the topographic survey. Elevations on an approximate 40-foot grid will be acquired and contours shall be drawn to 1-foot contour grid. CDA will contact Iowa One-Call for existing public utility locations. Utility information will be shown from field locates and/or mapping. LIDAR topography may be utilized for areas within this project.

Task 2 - Concept Development

CDA will prepare a Concept Plan for the site. The Concept Plan will generally illustrate the location of the existing building, parking, sidewalks, and setbacks. The goal is to have consensus from CLIENT on 2-D geometric layout prior to proceeding to formal Site Plan drawings.

Task 3 - Site Plan Drawings

CDA shall prepare Site Plan Drawings necessary for submittal to the City, in compliance with the City's Site Plan requirements for review and approval. For efficiency, Construction Document information shall be included within the Site Plan drawings for construction purposes (this proposal excludes the creation of a separate set of Construction Documents). Site Plan limits are from five feet outside of the building face to the subject property line, along with adjacent connections in the public right-of-way. CLIENT or Architect is responsible for all design and details from five feet outside of the building face to the building. Site Plan drawings will include:

Cover Sheet

- The Cover Sheet will identify general project information such as Bulk Regulations, sheet index, submittal requirements, etc.

Site Demolition Plan

- The Site Demolition Plan will identify removal items such as pavement at access locations, vegetation, and fencing. This proposal excludes any environmental due diligence for the demolition of buildings, such as asbestos investigation or remediation.

Dimension Plan

- The Dimension Plan will illustrate setback requirements, access locations, existing building location and orientation, parking accommodations, sidewalks, and drives. Suitable dimensioning will be added to correctly locate the proposed features.

Grading Plan

- The Grading Plan will show the direction of storm water drainage, storm water detention area(s), and identify the Finish Floor Elevation of the existing building. The Grading Plan will also illustrate any retaining walls, if required, show spot elevations, and illustrate proposed contours at 1' intervals. Actual retaining wall design, if required, shall be by others.

Utility Plan

- The Utility Plan will propose new storm sewer to serve the proposed improvements. CDA has assumed adequate public water, sanitary, and storm sewer utilities are readily available and adjacent to the site to serve this project and no off-site utility extensions will be needed. CDA will coordinate the location of site lighting fixtures with CLIENT's lighting consultant (actual photometric design and fixture cut sheets to be provided by CLIENT), if applicable. CDA assumes no sanitary sewer service or water service improvements are to be made.

Landscape Plan

- The Landscape Plan shall meet the City's minimum requirements (trees, shrubs, and turf).

Task 4 - Storm Water Management Plan

A Storm Water Management Plan, including storm water calculations, will be prepared in conjunction with the Site Plan drawings and submitted along with the Site Plan submittal package to the City. This proposal includes storm water quality treatment calculations and design and assumes the project will incorporate a bioretention basin (or other) for water quality treatment. CDA assumes that adjacent public storm sewers exist and are sized adequately and deep enough to accept the storm sewer discharge from the site. CDA does not anticipate establishment of separate outfalls for storm drainage.

Task 5 - Front End Contract Documents/Project Manual Preparation

The CONSULTANT shall prepare front end contract documents (project manual) utilizing the CITY's template for use in the bidding process. Front end contract documents shall utilize CITY provided contract, instructions, bond, supplementals and any special requirements. Technical specifications shall reference Standard Urban Design Specifications (SUDAS). The CONSULTANT shall also provide supplemental technical specifications for items concerning field surfacing and construction to be incorporated into the project manual. Any technical specifications associated with any design by others that is included with the Site Improvement contract documents or bid package shall be provided by the CITY for the CONSULTANT to incorporate.

Task 6 - Opinion of Probable Construction Cost

CDA shall prepare an Opinion of Probable Construction Cost (OPC)for the site improvements based on the prepared Site Plan drawings. The OPC shall be based on engineering judgement and does not represent a guarantee of the actual construction costs.

Task 7 - SWPPP & Grading Permit

CDA will prepare an initial Storm Water Pollution Prevention Plan (SWPPP) for submittal into the City and for use during construction. The fee quoted is for a one-time preparation of the SWPPP document (prior to construction). The CLIENT or OWNER will be responsible for monitoring the site and keeping the SWPPP current throughout each phase of construction. CDA will also prepare and publish a "Notice of Intent" in one area newspaper and prepare an Iowa Department of Natural Resources (IDNR) National Pollution Discharge Elimination Service (NPDES) "Notice of Intent" for the OWNER to sign and submit to the Iowa DNR. Included within this task will also be the preparation of the local jurisdiction's grading permit to be signed by the OWNER which will be submitted with the SWPPP into the city. CDA is not responsible for keeping the SWPPP updated throughout construction or for distribution of the plan to contractors. It will be the duty of the CLIENT or CLIENT'S agent to see that all contractors receive a copy of the SWPPP and sign the certification statements. It is also the duty of the CLIENT or CLIENT'S agent to periodically update the SWPPP throughout construction to meet all EPA, IDNR and local governmental agency's requirements.

Task 8 - Design and Coordination Meetings

CDA will participate in design / coordination meetings with CLIENT and/or City Staff during the design phase of the project. Presence at meetings (including meetings with adjacent land owners) shall be billed hourly per CDA's Standard Fee Schedule.

Task 9 - Storm Water Management Facility Easement Agreement

CDA shall complete a "Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement" for the Owner's review and submission to the City (standard agreement provided by the City). CDA shall also prepare a detention easement exhibit and legal description of the easement area to accompany the agreement.

Task 10 - Bidding Services

The Consultant shall provide services for the public bidding of the proposed improvements. This shall include plan distribution utilizing QuestCDN, preparation of a plan holder's list, and preparation of any necessary addendums. The Consultant is aware that any plan deposits shall be fully refundable upon return of any plans distributed to contractors.

Task 11 - Bid Letting Services

The Consultant shall attend one public bid letting for the project. Once bids are open, the Consultant will confirm the as-bid prices, prepare a bid tabulation, prepare contract documents, and recommend award of contract to the Owner.

Additional Services

The following is a list of services not included in current scope of services or compensation. This list is provided to further define this agreement scope. The list includes, but is not limited to;

- Due Diligence
  - ALTA Survey
  - Phase 1 Environmental Site Assessment (ESA)
  - Wetlands Delineation / Mitigation
  - Endangered Species Studies
  - Geotechnical Exploration / Testing / Pavement Thickness Calculations
  - Submittal / Permitting Fees
  - Rezoning
  - Obtaining Signatures and/or Consent from Adjacent Land Owners
  - Annexation / Board of Adjustment Variance Requests
  - Traffic Impact Analysis / Traffic Studies / Traffic Signal Design
  - Right-of-Way Services
  - Due diligence reports / investigations / pro-formas
  - Zoning Compliance Verification of Overall Site
- Entitlement, Design, and Permitting
  - Private Utility Service Locates
  - Tree Survey / Mitigation Calculations
  - Submittal / Permitting Fees
  - Preliminary Plat
  - Final Plat
  - Plat of Survey
  - Acquisition Plat
  - Legal Documents
  - Iowa Department of Transportation (DOT) Permits
  - US Army Corps of Engineers (USACE) and Iowa Department of Natural Resources (IDNR) Environmental Permitting
  - Wetlands Mitigation
  - Changes based on concept plan revisions once CLIENT has issued authorization to proceed with preparation and submission of the official Plan Submittal package to the Jurisdiction Having Authority (this excludes comments from City/County Staff that require changes through the Plan review process).
  - Specification Preparation – Reference Current Edition of "Iowa Statewide Urban Design and Specifications"
  - Sanitary Service Design
  - Water Service Design
  - Lighting / Foot-candle Designs / Franchise Utility Designs
  - Existing Utility Capacity Analysis
  - Watermain Sizing
  - Irrigation Plan
  - Entrance Features / Signage
  - Design of Off-site Improvements of Any Kind
  - Signage Design
  - Structural Design (including retaining walls or other structural elements)
  - Revisions to SWPPP (after Site Plan approval)
  - Regional / Off-site Storm Water Management Studies & Analysis
  - Underground detention design
  - Lift Station, sump pump, septic system or grease interceptor designs
  - Well Water design
  - LEED certifications or extensive conservation design
  - Parkland Improvement design
  - Individual Residential Lot Site Plans
  - Fire Flow Calculations and Fire Hydrant Tests
- Construction Phase Services
  - Construction Staking
  - Construction Administration
  - Construction Observation
  - Shop Drawing Review
  - Pay Application Review
  - Detention Basin Record Drawings / Record Calculations
  - SWPPP Monitoring / SWPPP Plan Updates
  - ALTA Survey Requirements

COMPENSATION

Civil Design Advantage will perform the above Scope of Services for the following proposed fees plus expenses.

Site Planning Expenses:

Task	Description	Amount	Terms
1	Topographic Survey	$ 6,000	Hourly (Estimate)
2	Concept Development	$ 2,000	Hourly (Estimate)
3	Site Plan Drawings	$ 10,000	Hourly (Estimate)
4	Storm Water Management Plan	$ 4,500	Hourly (Estimate)
5	Front End Contract Documents/Project Manual Preparation	$ 3,000	Hourly (Estimate)
6	Opinion of Probable Construction Cost	$ 2,000	Hourly (Estimate)
7	SWPPP & Grading Permit	$ 2,500	Hourly (Estimate)
8	Design and Coordination Meetings	$ 1,500	Hourly (Estimate)
9	Storm Water Management Facility Easement Agreement	$ 500	Hourly (Estimate)
10	Bidding Services	$ 1,000	Hourly (Estimate)
11	Bid Letting Services	$ 1,000	Hourly (Estimate)
	Total	**$ 34,000**	**Hourly Not to Exceed**

*All expenses shall be billed on an actual cost basis (see Attachment 3 - Standard Fee Schedule)

ATTACHMENT 2 - PROJECT SCHEDULE

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

Work under this contract to be performed by the CONSULTANT for the CITY shall commence immediately upon execution of this Agreement by both the CONSULTANT and the CITY. This fully executed Agreement will authorize the Scope of Services in Attachment 1. The intent of the Owner and the Consultant is to complete the final design of Grimes Public Works, let the project in Mid Summer 2023 and construct the project during the Summer and Fall of 2023 and the Spring of 2024.

Grimes Public Works	
Proposed Schedule	
Preliminary Plans (85%)	Early Summer 2023
Check Plans (95%)	Early Summer 2023
Final Plans (100%)	Mid Summer 2023
Letting Date	Mid Summer 2023
Award Date	Mid Summer 2023

Above schedule assumes CONSULTANT receives a written notice to proceed on or before April 11th, 2023.

ATTACHMENT 3 - SCHEDULE OF FEES

Standard Fee Schedule
2022-2023
Civil Design Advantage, LLC

Classification	Billing Rate		Unit
Principal / Senior Engineer	$198	/	hour
Principal / Senior Land Surveyor	$198	/	hour
Senior Engineer	$189	/	hour
Engineer 8	$172	/	hour
Engineer 7	$161	/	hour
Engineer 6	$149	/	hour
Engineer 5	$138	/	hour
Engineer 4	$126	/	hour
Engineer 3	$114	/	hour
Engineer 2	$102	/	hour
Engineer 1	$94	/	hour
Senior Technician	$147	/	hour
Technician 8	$134	/	hour
Technician 7	$124	/	hour
Technician 6	$113	/	hour
Technician 5	$104	/	hour
Technician 4	$93	/	hour
Technician 3	$81	/	hour
Technician 2	$70	/	hour
Technician 1	$58	/	hour
Senior Project Manager	$184	/	hour
Project Manager 8	$171	/	hour
Project Manager 7	$155	/	hour
Project Manager 6	$147	/	hour
Project Manager 5	$139	/	hour
Project Manager 4	$129	/	hour
Administrative 3	$92	/	hour
Administrative 2	$71	/	hour
Administrative 1	$48	/	hour
Mileage	Current IRS Rate	/	mile
Plots (Black & White)	$1.75	/	sheet
Plots (Color)	$35	/	sheet
Mylar Plots	$15	/	sheet
Copies (Black & White)	$0.10	/	page
Copies (Color)	$0.75	/	page

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 testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ATTACHMENT 4 – Project Concept

RECEIVING & FILING OF REPORTS

March 23, 2023

City of Grimes
101 NE Harvey St
Grimes, IA 50111-2051

Design Contact Information:
Jordan Stoermer, P.E.
Project Manager
(515) 964-2020
jstoermer@snyder-associates.com

Snyder & Associates, Inc.
2727 SW Snyder Boulevard
Ankeny, IA 50023

Survey Contact Information:
Terry Coady, PLS.
Survey Project Manager
(515) 964-2020
tlcoady@snyder-associates.com

Snyder & Associates, Inc.
2727 SW Snyder Boulevard
Ankeny, IA 50023

RE: IOWA 141 & NW TOWNER DRIVE INTERCHANGE
TOPOGRAPHIC & BOUNDARY SURVEY
PARCEL #: 24
PROPERTY ADDRESS: GEOPARCEL 8025-20-400-006

Dear Resident:

The City of Johnston has contracted with Snyder & Associates, Inc. to conduct preliminary surveys and perform the design and environmental studies for a new interchange on IA Highway 141 approximately ¼ mile south of the NW Towner Drive intersection.

During the next six weeks, survey crews with Snyder & Associates, Inc. will be performing non-destructive topographic and boundary surveys along and adjacent to the project corridor. This work will require intermittent access by the surveyors onto adjacent properties. This survey information will be used for design of the project and to verify property line information. Iowa One Call has been requested to mark existing utilities. Please do not move or remove the flags used to identify the locations. Snyder & Associates will pull the flags after they have been surveyed.

Construction for this project has not yet been scheduled. A Public Information Meeting will likely be held in 2024 once the concept layouts have been completed and the environmental field studies have been completed. The purpose of the meeting will be to receive input from the public and provide information on this project. The meeting has not been scheduled at this time, but residents will be notified well in advance of all public meetings for their attendance.

Please do not hesitate to contact David Wilwerding with the City of Johnston at (515) 278-2344, or Jordan Stoermer regarding project design impacts and or Terry Coady regarding field survey should you have any comments, questions, or require any additional information. Thank you for your patience and understanding as we complete our preliminary survey work.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan Stoermer, P.E.
Project Manager

SNYDER & ASSOCIATES, INC.

Terry Coady, PLS.
Survey Project Manager

cc: David Wilwerding, City of Johnston

CITIZENS ACADEMY 2023

PRESENTED BY THE POLK COUNTY SHERIFF'S OFFICE

THE ACADEMY IS AIMED AT GIVING CITIZENS A UNIQUE INSIGHT TO THE POLK COUNTY SHERIFF'S OFFICE AND INSIDE THE FIELD OF LAW ENFORCEMENT.

Every Tuesday
April 25 - June 27
6:00 - 9:00 PM

Optional Saturdays
May 20 & June 17
9:00 AM - Noon

For details and registration process visit:
www.polkcountyiowa.gov/county-sheriff/community-relations

Must be 18+ years old
Must be a resident of Polk County
$40.00 Registration Fee
Application deadline March 8, 2023

PCSO Community Relations Division
communityrelations@polkcountyiowa.gov | 515-286-3015

Black Hills Corporation
Po Box 99
Newton, IA 50208
888-890-5554

March 14, 2023

Rochelle Williams/City Clerk
101 N Harvey
Grimes, IA 50111

To: Public Officials and Fire Departments
Re: Training opportunity

There will be two potential training opportunities available for your community's public officials and fire department members in the coming year. Black Hills Energy (BHE) will offer one training program, and the Pipeline Association for Public Awareness (PAPA) will offer the other.

Pipeline Awareness & Education Meetings for Emergency Responders
Black Hills Energy is a member of the Pipeline Association for Public Awareness (PAPA), and as a benefit, public officials and fire department members in towns we serve are invited to join a scheduled Pipeline Awareness & Education Meetings for Emergency Responders. You will receive an invite and information from the PAPA later this year.

Firefighters may use this program to satisfy two hours toward the required 24 hours of continuous training as identified in Iowa's Minimum Training Standard. The PAPA training program is offered on a rotating basis and invitations will be mailed to scheduled counties. Even if your county is not listed for this year's training, you are eligible to attend training in a nearby county.

Black Hills Energy Public Official Training
If you were unable to attend a PAPA meeting but would still like to take part in emergency responder training in 2023, Black Hills Energy offers instruction for your police and fire departments. If you are interested in participating in this program, please contact me and we will work to coordinate a date and time that is mutually convenient.

You can reach me via email at summer.wade@blackhillscorp.com.

Sincerely,
Summer Wade
Operations Supervisor

CITY COUNCIL COMMUNICATION
Meeting Date:04/11/2023

AGENDA ITEM: Approval of Second Reading 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 increase $.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. Council set the Public Hearing on March 14, 2023. Council held the Public Hearing and approved First Reading on March 28, 2023.

STAFF RECOMMENDATION: Staff recommends approval of the new rates.

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/11/23

AGENDA ITEM: Iowa Highway 44 Trail Extension – 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 April 4, 2023 and the following are the results:

Howery Construction, Inc. - $452,810.00
Concrete Connection, LLC - $473,000.00
Iowa Earth Works - $511,431.50
Kingston Services PC – $568,593.00
TK Concrete, Inc. – $560,448.00
Engineering Estimate - $568,975.00

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 20% or $116,000 under the engineer's estimate. The low bidder is Hower Construction, Inc. of Rockwell, Iowa. City staff has worked with Howery Construction before and feels they are very capable of performing this work.

BUDGETARY CONSIDERATIONS: This project came in about $116,000 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

TABULATION OF BIDS
Iowa Highway 44 Trail Extension
City of Grimes
Project No. 122.1545.01
Bid Date/Time: April 4, 2023 at 10:30 AM

						1		2		3	
				ENGINEER'S ESTIMATE		HOWREY CONSTRUCTION, INC. ROCKWELL CITY, IA		CONCRETE CONNECTION LLC JOHNSTON, IA		IOWA EARTH WORKS HUXLEY, IA	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.01	CLEARING AND GRUBBING	LS	1	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 12,000.00	$ 12,000.00
2.02	TOPSOIL, ON-SITE, 4" Depth	CY	1100	$ 15.00	$ 16,500.00	$ 10.25	$ 11,275.00	$ 14.00	$ 15,400.00	$ 20.00	$ 22,000.00
2.03	EXCAVATION, CLASS 10	CY	1025	$ 15.00	$ 15,375.00	$ 14.00	$ 14,350.00	$ 24.00	$ 24,600.00	$ 20.00	$ 20,500.00
	SEWERS AND DRAINS										
4.01	REMOVAL OF STORM SEWER, 48 IN.	LF	16	$ 40.00	$ 640.00	$ 681.00	$ 10,896.00	$ 60.00	$ 960.00	$ 100.00	$ 1,600.00
4.02	PIPE CULVERT, TRENCHED, RCAP, 24 IN. EQ	LF	210	$ 120.00	$ 25,200.00	$ 155.00	$ 32,550.00	$ 140.00	$ 29,400.00	$ 180.00	$ 37,800.00
4.03	PIPE CULVERT, TRENCHED, 48 IN.	LF	16	$ 200.00	$ 3,200.00	$ 753.50	$ 12,056.00	$ 300.00	$ 4,800.00	$ 300.00	$ 4,800.00
4.04	PIPE APRON, FOOTING, AND GUARD, RCAP, 24 IN. EQ	EA	1	$ 4,000.00	$ 4,000.00	$ 5,819.00	$ 5,819.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00
	STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	MANHOLE, SW-401, 84" DIAMETER	EA	1	$ 10,000.00	$ 10,000.00	$ 18,061.00	$ 18,061.00	$ 12,500.00	$ 12,500.00	$ 15,000.00	$ 15,000.00
6.02	MANHOLE ADJUSTMENT, MINOR	EA	1	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00
6.03	MANHOLE ADJUSTMENT, MAJOR	EA	3	$ 4,000.00	$ 12,000.00	$ 3,000.00	$ 9,000.00	$ 3,500.00	$ 10,500.00	$ 5,000.00	$ 15,000.00
	STREETS AND RELATED WORK										
7.01	CURB AND GUTTER, 2 FT.	LF	45	$ 50.00	$ 2,250.00	$ 60.00	$ 2,700.00	$ 50.00	$ 2,250.00	$ 88.00	$ 3,960.00
7.02	REMOVAL OF SIDEWALK	SY	14	$ 50.00	$ 700.00	$ 23.00	$ 322.00	$ 30.00	$ 420.00	$ 20.00	$ 280.00
7.03	REMOVAL OF CURB	LF	42	$ 25.00	$ 1,050.00	$ 20.00	$ 840.00	$ 25.00	$ 1,050.00	$ 20.00	$ 840.00
7.04	SHARED USE PATH, PCC, 6 IN.	SY	4486	$ 60.00	$ 269,160.00	$ 36.50	$ 163,739.00	$ 45.00	$ 201,870.00	$ 40.25	$ 180,561.50
7.05	SPECIAL SUBGRADE PREP. FOR SHARED USE PATH	SY	6280	$ 5.00	$ 31,400.00	$ 2.00	$ 12,560.00	$ 3.00	$ 18,840.00	$ 3.25	$ 20,410.00
7.06	DETECTABLE WARNING, CAST IRON	SF	120	$ 60.00	$ 7,200.00	$ 60.00	$ 7,200.00	$ 55.00	$ 6,600.00	$ 66.00	$ 7,920.00
7.07	SHARED USE PATH ASSURANCE TESTING	LS	1	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 6,250.00	$ 6,250.00	$ 2,500.00	$ 2,500.00
7.08	CURB AND GUTTER REMOVAL	LF	45	$ 40.00	$ 1,800.00	$ 30.00	$ 1,350.00	$ 50.00	$ 2,250.00	$ 20.00	$ 900.00
	TRAFFIC CONTROL										
8.01	TRAFFIC SIGNAL MODIFICATIONS	LS	1	$ 40,000.00	$ 40,000.00	$ 52,500.00	$ 52,500.00	$ 48,000.00	$ 48,000.00	$ 52,000.00	$ 52,000.00
8.02	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	5.5	$ 250.00	$ 1,375.00	$ 1,000.00	$ 5,500.00	$ 750.00	$ 4,125.00	$ 1,100.00	$ 6,050.00
8.03	PAVEMENT MARKINGS REMOVED	STA	4.5	$ 250.00	$ 1,125.00	$ 1,500.00	$ 6,750.00	$ 500.00	$ 2,250.00	$ 780.00	$ 3,510.00
8.04	SYMBOLS AND LEGENDS REMOVED	EA	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 300.00	$ 300.00	$ 200.00	$ 200.00
8.05	TEMPORARY TRAFFIC CONTROL	LS	1	$ 15,000.00	$ 15,000.00	$ 5,890.00	$ 5,890.00	$ 7,500.00	$ 7,500.00	$ 9,000.00	$ 9,000.00
	SITE WORK AND LANDSCAPING										
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 2	AC	3.2	$ 4,000.00	$ 12,800.00	$ 2,955.00	$ 9,456.00	$ 5,000.00	$ 16,000.00	$ 3,000.00	$ 9,600.00
9.02	SWPPP PREPARATION	LS	1	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,700.00	$ 1,700.00
9.03	SWPPP MANAGEMENT	LS	1	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
9.04	FILTER SOCK, 9"	LF	900	$ 3.00	$ 2,700.00	$ 3.00	$ 2,700.00	$ 3.00	$ 2,700.00	$ 2.00	$ 1,800.00
9.05	FILTER SOCK, REMOVAL	LF	900	$ 1.00	$ 900.00	$ 0.50	$ 450.00	$ 1.00	$ 900.00	$ 0.50	$ 450.00
9.06	STABILIZED CONSTRUCTION ENTRANCE	SY	250	$ 50.00	$ 12,500.00	$ 25.00	$ 6,250.00	$ 15.00	$ 3,750.00	$ 15.00	$ 3,750.00
9.07	EROSION CONTROL MULCHING, HYDROMULCHING	AC	3.2	$ 3,000.00	$ 9,600.00	$ 2,155.00	$ 6,896.00	$ 1,650.00	$ 5,280.00	$ 2,500.00	$ 8,000.00
	MISCELLANEOUS										
11.01	MOBILIZATION	LS	1	$ 40,000.00	$ 40,000.00	$ 35,700.00	$ 35,700.00	$ 27,505.00	$ 27,505.00	$ 58,000.00	$ 58,000.00
11.02	CONCRETE WASHOUT	LS	1	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,800.00	$ 2,800.00
			TOTAL BID:		$ 568,975.00		$ 452,810.00		$ 473,000.00		$ 511,431.50
			BID SECURITY:				10%		10%		10%

Notes
1- Total was not included with the proposal. Does not affect bid results.

TABULATION OF BIDS
Iowa Highway 44 Trail Extension
City of Grimes
Project No. 122.1545.01
Bid Date/Time: April 4, 2023 at 10:30 AM

						4		5	
				ENGINEER'S ESTIMATE		MPS ENGINEERS, PC, DBA KINGSTON SERVICES PC, DES MOINES, IA		TK CONCRETE, INC. PELLA, IA	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK								
2.01	CLEARING AND GRUBBING	LS	1	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 2,500.00	$ 2,500.00
2.02	TOPSOIL, ON-SITE, 4" Depth	CY	1100	$ 15.00	$ 16,500.00	$ 27.50	$ 30,250.00	$ 15.00	$ 16,500.00
2.03	EXCAVATION, CLASS 10	CY	1025	$ 15.00	$ 15,375.00	$ 32.00	$ 32,800.00	$ 22.00	$ 22,550.00
	SEWERS AND DRAINS								
4.01	REMOVAL OF STORM SEWER, 48 IN.	LF	16	$ 40.00	$ 640.00	$ 48.00	$ 768.00	$ 40.00	$ 640.00
4.02	PIPE CULVERT, TRENCHED, RCAP, 24 IN. EQ	LF	210	$ 120.00	$ 25,200.00	$ 112.00	$ 23,520.00	$ 170.00	$ 35,700.00
4.03	PIPE CULVERT, TRENCHED, 48 IN.	LF	16	$ 200.00	$ 3,200.00	$ 375.00	$ 6,000.00	$ 350.00	$ 5,600.00
4.04	PIPE APRON, FOOTING, AND GUARD, RCAP, 24 IN. EQ	EA	1	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
	STRUCTURES FOR SANITARY AND STORM SEWERS								
6.01	MANHOLE, SW-401, 84" DIAMETER	EA	1	$ 10,000.00	$ 10,000.00	$ 16,816.00	$ 16,816.00	$ 13,500.00	$ 13,500.00
6.02	MANHOLE ADJUSTMENT, MINOR	EA	1	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00
6.03	MANHOLE ADJUSTMENT, MAJOR	EA	3	$ 4,000.00	$ 12,000.00	$ 4,000.00	$ 12,000.00	$ 5,000.00	$ 15,000.00
	STREETS AND RELATED WORK								
7.01	CURB AND GUTTER, 2 FT.	LF	45	$ 50.00	$ 2,250.00	$ 42.00	$ 1,890.00	$ 75.00	$ 3,375.00
7.02	REMOVAL OF SIDEWALK	SY	14	$ 50.00	$ 700.00	$ 25.00	$ 350.00	$ 25.00	$ 350.00
7.03	REMOVAL OF CURB	LF	42	$ 25.00	$ 1,050.00	$ 20.00	$ 840.00	$ 25.00	$ 1,050.00
7.04	SHARED USE PATH, PCC, 6 IN.	SY	4486	$ 60.00	$ 269,160.00	$ 56.50	$ 253,459.00	$ 58.00	$ 260,188.00
7.05	SPECIAL SUBGRADE PREP. FOR SHARED USE PATH	SY	6280	$ 5.00	$ 31,400.00	$ 3.50	$ 21,980.00	$ 2.00	$ 12,560.00
7.06	DETECTABLE WARNING, CAST IRON	SF	120	$ 60.00	$ 7,200.00	$ 54.00	$ 6,480.00	$ 60.00	$ 7,200.00
7.07	SHARED USE PATH ASSURANCE TESTING	LS	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00
7.08	CURB AND GUTTER REMOVAL	LF	45	$ 40.00	$ 1,800.00	$ 25.00	$ 1,125.00	$ 25.00	$ 1,125.00
	TRAFFIC CONTROL								
8.01	TRAFFIC SIGNAL MODIFICATIONS	LS	1	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 60,555.00	$ 60,555.00
8.02	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	5.5	$ 250.00	$ 1,375.00	$ 600.00	$ 3,300.00	$ 910.00	$ 5,005.00
8.03	PAVEMENT MARKINGS REMOVED	STA	4.5	$ 250.00	$ 1,125.00	$ 1,000.00	$ 4,500.00	$ 500.00	$ 2,250.00
8.04	SYMBOLS AND LEGENDS REMOVED	EA	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
8.05	TEMPORARY TRAFFIC CONTROL	LS	1	$ 15,000.00	$ 15,000.00	$ 7,170.00	$ 7,170.00	$ 5,000.00	$ 5,000.00
	SITE WORK AND LANDSCAPING								
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 2	AC	3.2	$ 4,000.00	$ 12,800.00	$ 2,900.00	$ 9,280.00	$ 4,900.00	$ 15,680.00
9.02	SWPPP PREPARATION	LS	1	$ 5,000.00	$ 5,000.00	$ 1,750.00	$ 1,750.00	$ 3,500.00	$ 3,500.00
9.03	SWPPP MANAGEMENT	LS	1	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
9.04	FILTER SOCK, 9"	LF	900	$ 3.00	$ 2,700.00	$ 2.00	$ 1,800.00	$ 3.00	$ 2,700.00
9.05	FILTER SOCK, REMOVAL	LF	900	$ 1.00	$ 900.00	$ 0.25	$ 225.00	$ 1.50	$ 1,350.00
9.06	STABILIZED CONSTRUCTION ENTRANCE	SY	250	$ 50.00	$ 12,500.00	$ 24.00	$ 6,000.00	$ 25.00	$ 6,250.00
9.07	EROSION CONTROL MULCHING, HYDROMULCHING	AC	3.2	$ 3,000.00	$ 9,600.00	$ 1,450.00	$ 4,640.00	$ 3,225.00	$ 10,320.00
	MISCELLANEOUS								
11.01	MOBILIZATION	LS	1	$ 40,000.00	$ 40,000.00	$ 55,650.00	$ 55,650.00	$ 32,000.00	$ 32,000.00
11.02	CONCRETE WASHOUT	LS	1	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00	$ 2,500.00	$ 2,500.00
			TOTAL BID:		$ 568,975.00		$ 568,593.00	(1)	$ 560,448.00
			BID SECURITY:				10%		10%

Notes
1- Total was not included with the proposal. Does not affect bid results.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE IOWA HIGHWAY 44 TRAIL EXTENSION", 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 04-2223

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE IOWA HIGHWAY 44 TRAIL EXTENSION

WHEREAS, on the **14th** day of **March**, **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 Iowa Highway 44 Trail Extension; 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 11th day of April, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE IOWA HIGHWAY 44 TRAIL EXTENSION" 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 04-2323

RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE IOWA HIGHWAY 44 TRAIL EXTENSION

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 Iowa Highway 44 Trail Extension, 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: Howrey Construction, Inc. of Rockwell City, IA

Amount of bid: $452,810.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 11th day of April 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE IOWA HIGHWAY 44 TRAIL EXTENSION", 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 04-2423

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE IOWA HIGHWAY 44 TRAIL EXTENSION

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 Iowa Highway 44 Trail Extension, described in the plans and specifications heretofore adopted by this Council on April 11, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Howrey Construction, Inc. of Rockwell City, IA

Amount of bid: $452,810.00

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 11th day of April, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk