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 25, 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 25, 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 04-2523 Minutes approval from previous meeting
   B. Resolution 04-2623 Claims Report $7,533,086.91
   C. Resolution 04-2723 Approving Bills and Quotes over $10,000

D. City of Grimes Engineering Annual Report
E. Resolution 04-2823 Approving City of Grimes Public Records Policy and Request Form
F. Resolution 04-2923 Approving Governors Day Requests
G. Resolution 04-3023 Approving 28E Agreement for Funding of Emergency Management Administration
H. Resolution 04-3123 Approving Appointments to Boards and Commissions
I. Resolution 04-3223 Approving Retail Permit Application for Cigarette, Tobacco, Nicotine/Vapor for Grimes Smoke and Vape, 250 SE Destination Drive (partial year permit)
J. Resolution 04-3323 Approving Professional Services Payments:
    a. The Weitz Company – New Grimes Public Library $68,459.92
    b. Whitfield and Eddy Law – legal bills $29,196.30
    c. Pay Request #36 Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements $1,507.00
    d. Pay Request #12 Foth Infrastructure & Environment, LLC – 2021 Sanitary Sewer Collection System Study $21,333.40
    e. Pay Request #7 Foth Infrastructure & Environment, LLC – SE 19th Street Sanitary Sewer Extension $11,902.00
    f. Pay Request #8 McClure Engineering Company – Phase 1A Water System Improvement $102,195.11
    g. Pay Request #6 McClure Engineering Company – North Jordan Well Repairs $15,662.75 (to be paid by insurance due to claim)
    h. Invision Architecture – New Grimes Library $33,297.34
K. Resolution 04-3423 Approving Pay Requests:
    a. Pay Request #12 Graphite Construction Group – New Grimes Public Library $163,333.82
    b. Pay Request #10 Forman Ford – New Grimes Public Library $36,754.31
    c. Pay Request #8 AMC Mechanical Inc – New Grimes Public Library $28,835.92
    d. Pay Request #12 Van Maanen Electric Inc – New Grimes Public Library $17,916.41
    e. Pay Request #5 Performance Contracting, Inc – New Grimes Public Library $303,150.70
    f. Pay Request #2 Academy Roofing & Sheet Metal Company – New Grimes Public Library $271,643.00
    g. Pay Request #6 Edge Commercial, LLC – Waterworks Park Improvements $336,155.59
    h. Pay Request #3 Edge Commercial, LLC – GrimesPlex $883,644.32
L. Resolution 04-3523 Approving Change Orders:
    a. Change Order #2 Forrest & Associate Inc -New Grimes Library increasing the contract $1,873.13
    b. Change Order #2 AMC Mechanical - New Grimes Library increasing contract $1,853.13.
    c. Change Order # 4 Graphite Construction – New Grimes Library net change order decreasing the contract ($2,452.67)
    d. Change Order #1 Sternquist Construction, Inc – SE Trail Ridge Road Reconstruction, increasing contract $2,420.00
M. Resolution 04-3623 Approving Fundraising Events for New Library Project in Parking Lot of Grimes Public Library
N. Resolution 04-3923 Approving an Agreement to Enter into Cemetery Lawn Care Services Between City of Grimes and Redbud Landscaping
O. Resolution 04-4023 Approving Equipment Transactions Pursuant to FY24 Budget – Public Works
P. Filing and Receiving of Reports
Q. Finance Report for March 2023
R. Resolution 04-4123 Approving an Agreement With the City of Grimes for Obtaining Funding Through the Iowa Department of Transportation's "Revitalize Iowa's Sound Economy"

(R.I.S.E.) Program for the SE 40th Street and SE Park Drive Extension Project (Amending Resolution 01-0923)

S. Resolution 04-4223 Approving Personnel Transactions
T. Resolution 04-4323 Authorizing Conveyance of Underground Electric Easements in Connection with GrimesPlex Project
U. Resolution 04-4423 To Enter into a Contract for Appraisal Services
V. Resolution 04-4523 To Amend Contract for Professional Services with Snyder & Associates for Consulting Services for Iowa Highway 44 Trail Extension Project
W. Resolution 04-4623 To Amend Contract for Professional Services with MSA Professional Services, Inc for SE Trail Ridge Road Reconstruction
X. Resolution 04-4723 Approving Consent and Agreement for Improvements Within Surface Water Flowage Easement and Declaration of Site Restrictions for Lot 8 & 9 in Bridge Creek Plat 5 – 813 NE Bridge Park Place
Y. Resolution 04-4823 Ordering Construction of the GrimesPlex Buildings, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
Z. Resolution 04-4923 Approving Final Plat of Brookside Village Plat 1 and Certain Related Agreements and Easements
AA. Resolution 04-5023 Setting Time and Place for Public Hearing on Proposed Rezoning of Property Referred to as Grimes Crossing Generally Located at West of SE Gateway Drive and North of SE 8th Street from C-2 General and Highway Service Commercial District to R-3 Medium Density Two or More Family Dwelling District for May 23, 2023, at 5:30 pm
BB. Resolution 04-5123 Approving Equipment Transactions Pursuant to FY23 Budget Park and Recreation

5. **Public Forum**
"People wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005."

PUBLIC AND COUNCIL AGENDA ITEMS

Council may consider and potentially act on the following Public Agenda items.

1. Presentation – Donation from Dallas Center Grimes Baseball Club

2. Iowa Hwy 44 Trail Extension

a. Public Hearing on Iowa Hwy 44 Trail Extension
b. Resolution 04-2223 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Iowa Highway 44 Trail Extension
c. Resolution 04-2323 Authorizing Construction Contract and Bond for the Iowa Highway 44 Trail Extension
d. Resolution 04-2423 Making Award of Construction Contract for the Iowa Highway 44 Trail Extension

3. Proposed Rezoning of Property Referred to as Hope Timber

a. 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

b. First Reading of Ordinance 779 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

4. Consider Amending Provision of the Zoning Ordinance of the City of Grimes, Iowa Regarding Off-Street Parking, Circulations, and Loading Regulations

a. Public Hearing to Consider Amending Grimes Code of Ordinances Chapter 12-15 Off-Street Parking, Circulations, and Loading Regulations
b. First Reading of Ordinance 780 Amending Grimes Code of Ordinances Chapter 12-15 Off-Street Parking, Circulation, and Loading Regulations

5. Consider Amending the Hope Commercial Planned Unit Development

a. Public Hearing Amending the Hope Commercial Planned Unit Development
b. First Reading of Ordinance 781 Amending the Hope Commercial Planned Unit Development

6. Grimes Rental Program

a. Public Hearing Amending Grimes Code of Ordinance Chapter 11-3 Provisions of the Building and Property Regulations of the City of Grimes, Iowa, Regarding the Adoption of the Grimes Rental Program
b. First Reading of Ordinance 782 Amending Grimes Code of Ordinance Chapter 11-3 Provisions of the Building and Property Regulations of the City of Grimes, Iowa, Regarding the Adoption of the Grimes Rental Program

7. Resolution 04-3723 Authorizing and Approving a Loan Agreement, Providing for the Sale and Issuance of General Obligation Corporate Purpose Bonds, Series 2023A, and Providing for the Levy of Taxes to Pay the Same

8. Resolution 04-3823 Authorizing and Approving a Loan Agreement, Providing for the Sale and Issuance of General Obligation Urban Renewal bonds, Series 2023B, and Providing for the Levy of Taxes to Pay the Same

ADJOURNMENT

RESOLUTION NO. 04-2523 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 25th day of April 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:
905

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING
Tuesday, April 11, 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, April 11, 2023, at 5:31 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

Present: Mayor Scott Mikkelsen, Council Members: 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 Borcherding, Second by Johansen, to approve the agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 5- 0.

CONSENT AGENDA

A. Resolution 04-0123 Minutes approved from previous meeting. B. Resolution 04-0223 Claims Report $3,259,511.52 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 Nowith0 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
Motion by Borcherding, Second by Johansen, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

1. Second Reading of Ordinance 778 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 from Metro Waste 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 allow the City to subsidize a portion of the charges for the first cart per residence by $1.16. Woodke said the total increase between water, wastewater, and solid waste for an average household using 4,000 gallons would result in an increase of $4.12 per month.
Moved by Gisch, Second by Burger, to approve the 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.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

Moved by Gisch, Second by Burger, to Waive the Third 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.

Moved by Gisch, Second by Burger, to approve Final Passage 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.

2. Iowa Highway 44 Trail Extension
Matt Ahrens, City Engineer, addressed Council stating there were a total of five bids provided for the project. Ahrens said the low bid came in under the Engineers Estimate of $568,975, and the low bid was offered by Howrey Construction at a cost of $452,810. Ahrens said construction is expected to begin in May with the trail being completed by the time school opens in the fall. General discussion determined

that a Public Hearing would take place for this project on April 25th for final plan adoption, authorizing construction, and the official awarding of the project.
Moved by Gisch, Second by Burger to set a Public Hearing for April 25th for the Highway 44 Trail Extension; shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

ADJOURN
There being no further business the meeting was adjourned at 5:43 p.m.
Motion by Johansen, Second by Burger to adjourn.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

RESOLUTION NO. 04-2623 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 25th day of April 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

City of Grimes Claims 4.25.2023

IMPACT7G	GRANT WRITING	11,580.00
D&K PRODUCTS	BLUEGRASS/TURF SUPPLIES	12,156.29
3M COMPANY	SPLASH PAD SIGN	1,260.00
A KINGS THRONE LLC	PORTABLE RESTROOM NORTH	672.25
AIA CORPORATION	FD DUTY UNIFORM	357.53
BAKER & TAYLOR	LIBRARY MATERIALS	1,046.34
BANKERS TRUST COMPANY	CITY CREDIT CARD/SUPPLIES/FIREWALL	6,565.87
BLACK HILLS ENERGY	GAS	3,817.99
BOMGAARS	FIELD MAINTENANCE SUPPLIES	653.5
KOCH OFFICE GROUP	COPIER CONTRACT 4/15-4/14/2024	1,668.00
CITY OF URBANDALE	TRAFFIC SIGNAL CONTROLLERS	3,763.33
CITY OF DES MOINES	WRA MAY 2023	136,214.08
CIVIL DESIGN ADVANTAGE	PLATTING SERVICES	1,796.62
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
DEMCO	LIBRARY - LABELS	148.92
DES MOINES REGISTER	PUBLICATIONS	225.97
EDGE COMMERCIAL	GRIMESPLEX PAYMENT #3	1,219,799.91
FAREWAY STORES, INC.	YOUTH PROGRAM SNACKS	25.56
HY-VEE	FD - FUEL FOR SMALL ENGINES	18.84
MCGILLIVR RODRICK & KATHY	HBI SPRING 2023	500
HILLYARD	JANITORIAL	1,591.16
RELIANT FIRE APPARATUS	REPAIRS/TEST TO E372	12,364.10
IOWA ASSN OF MUNICIPAL UTILITIES	SGCIS APR-JUN 2023 TRAINING	6,245.06
IOWA DEPT OF REVENUE	STATE TAXES	17,110.61
IOWA FIRE EQUIPMENT CO.	RECHARGE DRY CHEMICAL	122
IPERS	IPERS- REGULAR	72,154.48
IOWA STATE UNIVERSITY	ANNUAL MAINTENANCE	1,125.00
TENNAL KENTON	T'S SKILLS & DRILLS CAMP	768
LEAF	COPIER CONTRACT - P&R	87.72
MAIL SERVICES	MONTHLY REMINDERS	3,300.18
METRO WASTE AUTHORITY	YARD BAG CASE #27/STICKERS	5,176.00
MIDAMERICAN ENERGY	ELECTRIC - LIBRARY	303.24
OFFICE DEPOT	OFFICE SUPPLIES	319.81
OVERDRIVE, INC	LIBRARY MATERIALS	909.49
TRUE VALUE	FD HARDWARE	5.56
SPRAYER SPECIALTIES	HOSE CLAMPS & COUPLERS	191.02
UNIQUE MANAGEMENT SERVICE	LIBRARY - COLLECTION SERVICES	58.25
VERIZON WIRELESS	PW/DS CELL PHONES/HOT SPOTS	343.38
VAN MAANEN ELECTRIC, INC	LIBRARY COMPLEX PHASE 2 APP 12	17,916.41
WHITFIELD & EDDY	CITY OF GRIMES - ATTORNEY FEES	29,196.30
BRAVO GREATER DES MOINES	28E AGRMNT - 2ND QTR PMT FY23	6,820.96
MERCYONE OCCUPATIONAL HEALTH	FD ANNUAL PHYSICAL	735
CENTURY LINK	PHONE SERVICES	2,157.31
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	3,127.20
INFOMAX OFFICE SYSTEMS, I	LIBRARY COPIER CONTRACT	250.03

EFTPS	FED/FICA TAX	54,788.21
FIRE SERVICE TRAINING BUREAU	DRIVER CERTIFICATION	50
UMB BANK, N.A.	GO BOND PAYMENT	4,471,214.99
MENARDS	WATER RESTOCK	48.19
BOLTON AND MENK INC	HWY 44/SW CNTY LINE IMPRVM #36	1,507.00
MCCLURE ENGINEERING	WATER SYS IMPROV PHASE 1A #8	102,195.11
INVISION	LIBRARY CONSTRUCTION ADMIN	33,297.34
VOYA	DEFER COMP PRE	2,876.92
FOTH INFRASTRUCTURE	SANITARY SEWER STUDY #12	33,235.40
AIG	DEFER COMP ROTH	822.5
HORACE MANN	DEFER COMP ROTH	325
MASSMUTUAL	DEFER COMP PRE	2,158.00
ENCODEPLUS, LLC	CODE UPDATES	18
GROUP CREATIVE SERVICES	SPLASHPAD	38,500.00
MICROMARKETING LLC	LIBRARY MATERIALS	79.88
RELIABLE MAINTENANCE CO	CLEANING 16 DAYS MARCH 2023	3,100.00
GRAPHITE CONSTRUCTION GRP	GRIMES LIBRARY APP #12	163,333.82
SCENTAIR TECHNOLOGIES	GCC IONS SERVICE 4-10 - 5-9-23	457
EBS	MAY PREMIUMS	75,542.21
THE WEITZ COMPANY	GRIMES LIBRARY APP #14	68,459.92
CITY OF GRIMES FLEX	DEPENDENT CARE	2,945.22
AMC MECHANICAL INC	GRIMES LIBRARY APP #8	28,835.92
CIVICPLUS, LLC	AGENDA MANAGEMENT SOFTWARE	13,271.25
FORMAN FORD	GRIMES LIBRARY APP #10	36,754.31
HEARTLAND BUSINESS	PALO ALTO FIREWALL	46,531.85
CITY OF GRIMES HSA	HSA DEDUCTION	453.84
PERFORMANCE CONTRACTING	GRIMES LIBRARY DRAW #5	303,150.70
SPORTS FACILITIES DEVELOPMENT	GRIMESPLEX DESIGN & CONSTRUCTION	29,333.00
AMAZON	SUPPLIES/KEYBOARD/CABLE	526.65
SIDEKICK DEVELOPMENT	OWNERS REP FIRE STATION - APR	5,000.00
ARAMARK	GCC RUG SERVICE MARCH 2023	87.3
ACADEMY ROOFING	GRIMES LIBRARY APP #1	271,643.00
AE OUTDOOR POWER	FD BRUSH TRUCK REPAIR	229.9
LIBRARY MARKET	LIBRARY CALENDAR SOFTWARE	2,000.00
PLAYAWAY PRODUCTS	LIBARARY POWER ADAPTER	129.9
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	154,156.89
	CLAIMS TOTAL	**7,533,086.91**
	GENERAL FUND	368,761.04
	LIBRARY FUND	33,938.61
	ROAD USE TAX FUND	21,307.48
	EMPLOYEE BENEFITS FUND	57,320.24
	HOTEL/MOTEL/ECON DEV FUND	6,820.96
	DEBT SERVICE FUND	4,471,214.99
	19TH ST SEWER EXTENSION FUND	11,902.00
	HWY44 & COUNTY LN RD 2020 FUND	1,507.00
	SPLASH PAD FUND	374,655.59

	GRIMES LIBRARY BLDG FUND FUND	923,391.42
	SANI SEWER STUDY FUND	21,333.40
	ANN TRAIL IMPRV & PLAN FUND	35
	GRIMESPLEX FUND	917,977.32
	WATER PRODUCTION PROJECTS FUND	102,195.11
	FIRE STATION FUND	5,000.00
	100TH ST WIDENING FUND	105
	WATER FUND	34,088.45
	SEWER FUND	165,476.47
	LANDFILL/GARBAGE FUND	5,176.00
	STORM WATER FUND	10,880.83
		7,533,086.91

MARCH MONTHLY REVENUE	GENERAL FUND	398,548.37
	LIBRARY FUND	1,024.49
	ROAD USE TAX FUND	102,156.57
	EMPLOYEE BENEFITS FUND	26,597.28
	LOCAL OPTION SALES TAX FUND	239,021.82
	TAX INCREMENT FINANCE FUND	125,238.23
	ECONOMIC DEV REV LOAN FUND	1,069.70
	DEBT SERVICE FUND	57,498.47
	CAPITAL PROJECTS FUND	2,659,104.88
	WATER FUND	414,556.73
	SEWER FUND	305,126.09
	LANDFILL/GARBAGE FUND	65,403.04
	STORM WATER FUND	73,318.19
		4,468,663.86

Bankers Trust Credit Cards		
City of Grimes		
	$40.00	Cognito - Subscription
	$97.58	Wal-Mart -Office Supplies
	$73.17	USPS - Certified Letters
	$40.34	GoDaddy - .com Domain Renewal
	$251.09	
Dev Serv - Alex		
	$50.00	Des Moines Airport - Parking fee/Pfaltzgraff
	$65.55	Hy-Vee - Lean Training food
	$46.34	Casey's - Lean Training food
	$161.89	
Public Works		
	$1,210.19	Your Locker Store - Employee lockers
	$581.46	ICMA - Effective Supervisory Practices/Text Books
	$795.00	ICMA - Effective Supervisory Practices/Anderson
	$154.91	Print Place - Door Hangers
	$2,741.56	
Library		
	$153.61	Primo Water - Water Cooler
	$150.96	StorageMart - Storage
	$67.10	Costco - Program Supplies for Grimes EXPO
	$121.74	Walmart - Program Supplies for Grimes EXPO
	$126.88	Hilton Garden Inn - Hotel/Security Consultant
	$89.88	Destination Grille - Training Meeting/Security
	$88.30	Mustang Grill - Training Meeting/ Security
	$141.26	Walmart - Program Supplies
	$30.00	Iowa Library Association - WAPL Conference/Heid
	$480.00	Wisconsin Library Association - WAPL Conference
	$179.00	Amazon Prime Subscription - Library Friends
	$1,628.73	
City Hall		
	$35.60	Iowa Land Records - Recording fees
	$35.60	
IT		
	$0.50	Monthly charge for DNS service
	$1,402.70	SonicWall - Firewall renewal
	$1,403.20	
Erik Fisk		
	$379.40	Delta Airlines - National NPELRA Conference/Fisk
Total	$6,601.47	

AMAZON CLAIMS 04/25/23

Charges	Amount	Description
IT Dept/HR	$95.51	Office Supplies
Library	$201.75	Materials
	$69.00	Office Expense - Keyboard/Cable/Supplies
Admin	$99.06	Office Supplies
Dev. Services	$61.33	Office Supplies
	$526.65	

GRIMES RESOLUTION 04-2723

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

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

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

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

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

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

PASSED AND APPROVED THIS 25th DAY OF APRIL 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Heartland Business Systems, LLC
PO Box 856846
Minneapolis, MN 55485-6846
(920) 788-7720

HEARTLAND BUSINESS SYSTEMS

Date	Invoice
04/13/2023	595934-H
Account Number	
9863036	

Bill To:
City of Grimes Iowa Attn: Accounts Payable 101 NE Harvey Street Grimes, IA 50111 United States

Ship To
City of Grimes Iowa 101 NE Harvey Street Grimes, IA 50111 United States

Terms	Due Date	PO Number	Reference
Net 30 days	05/13/2023	Quote #291885	Order #120426

Other Charges	Quantity	Price	Amount
Billable Other Charges			
PAN-PA-1410: PALO ALTO NETWORKS PA-1410	1.00	7,296.35	7,296.35
PAN-PA-1410-BND-CORESEC-5YR: PA-1410, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 5 years (60 months) term	1.00	27,090.30	27,090.30
PAN-PWR-450W-AC: PA-3400,PA-1400 450W spare power supply	1.00	1,153.40	1,153.40
PAN-SVC-BKLN-1410-5YR: PA-1410, Partner enabled premium support - (60 months)	1.00	8,550.00	8,550.00
		Total Other Charges:	**44,090.05**

Make checks payable to:
Heartland Business Systems, LLC.
PO Box 856846
Minneapolis, MN 55485-6846

ACH Instructions:
Account Title: Heartland Business Systems, LLC
Bank: Wells Fargo Bank, N.A.
1900 South Webster Ave, Green Bay, WI 54301
Account #: 4128255502 Bank Routing/ABA #: 121000248
Remittance Email: Remiteft@hbs.net

This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website.

Invoice Subtotal:	44,090.05
Sales Tax:	0.00
Invoice Total:	**44,090.05**

Thank you for your business!

REC'D APR 10 2023

Repair Order Invoice

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

Invoice To:

GRIMES FIRE DEPARTMENT
101 NE HARVEY ST.
GRIMES IA 50111

Date	Invoice	A/C	Customer PO	Payment Term	Page
Mar 29, 2023	5WI000194	GRIMES		NET 30	1 /3

RO 5WO000163 **Owner** GRIMES FIRE DEPARTMENT **Repair Loc.** IOWA SERVICE CENTER **WO Date** Feb 8, 2023

Unit ENGINE 372 **VIN** 1FV6JLCB5XHB04136 **License** **Last Cert.**()

3D Commercial Pumper

Make **Model** **Year** 1999 **Engine**

ODOMETER 39568 MI

Activity Description / Part Number	Part Description	Quantity	Charge	Total
1. Basic Incoming Inspection		0.50 HR	0.0000	0.00
Complaint	*Basic Incoming Unit Inspection preformed at no cost to customer to identify any obvious issues doing a 360 walk around.*			
Cause:	*Preformed Incoming Inspection for any obvious issues.*			
Correctio	.			
			Activity Sub-total:	0.00
2. Pump Test Set Up		1.00 HR	150.0000	150.00
Complaint	*Set up and take down Pump test trailer*			
Cause:	*Time taken for pump test trailer setup and teardown.*			
Correctio	.			
			Activity Sub-total:	150.00
3. Basic Service Package		1.00 HR	1,340.00	1,340.00
Complaint	*Perform Basic Service Package which includes a basic chassis service, pump service, DOT, and pump test.*			
Cause:	*This is a flat rate fee.*			
Correctio	*Basic Chassis Service Result:*			
	Pump Service Result:			
	DOT Result:			
	Pump Test Results:			
P553000	Lube Filter, Spin On	1.00 EA	47.3480	47.35
P551852	FUEL FILTER, WATER SEPERATOR	1.00 EA	42.0140	42.01
3422 IA	FUEL/WATER SEPARATOR	1.00 EA	88.4850	88.49
15W40 IA	15W40 OIL	24.00 QT	4.1825	100.38
80W90 IA	80W90 OIL	4.50 QT	7.0000	31.50
			Activity Sub-total:	1,649.73

Repair Order Invoice

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

Invoice To:

GRIMES FIRE DEPARTMENT
101 NE HARVEY ST.
GRIMES IA 50111

Date	Invoice	A/C	Customer PO	Payment Term	Page
Mar 29, 2023	5WI000194	GRIMES		NET 30	2/3

Activity Description / Part Number	Part Description	Quantity	Charge	Total
4. Tire Repair		1.00 HR	205.5000	205.50
Complaint	*When customer dropped the truck off the LRO tire was flat and off the bead.*			
Cause:	*Tire Flat*			
Correctio	*We sublet this repair out to a 3rd party vendor.*			
			Activity Sub-total:	205.50
5. Valve Work		28.49 HR	178.0000	5,071.22
Complaint	*During pump test it was found that there were multiple valves leaking.*			
Cause:	*Bad valves*			
Correctio	*Rebuilt tank to pump/ tank fill / discharges 1,2,3,4 / deck gun valves to enable truck to pass pump test.*			
2865473	PRESSURE GOVERNOR TRANSDUCER	1.00 EA	453.1540	453.15
99-2225	KIT, SEAL, AKRON, 3.5" VALVE	2.00 EA	209.7135	419.43
99-2222	KIT,SEAL,AKRON,1.5" VALVE	1.00 EA	100.0646	100.06
99-2224	KIT,SEAL,AKRON,2.5" VALVE	4.00 EA	129.4415	517.77
038-1760-00-0	LDH AIR BLEEDER VALVE	2.00 EA	208.8450	417.69
			Activity Sub-total:	6,979.32
6. Primer		3.25 HR	178.0000	578.50
Complaint	*During the pump test it was found that the primer was stuck and needs to be replaced.*			
Cause:	*Bad primer*			
Correctio	*Removed the bad primer assembly and replaced it with a new one.*			
1808856	PRIMER,PUMP,HALE,ESP(OIL-LESS)	1.00 EA	1,032.16	1,032.17
			Activity Sub-total:	1,610.67
7. Gauges		1.25 HR	178.0000	222.50
Complaint	*Found stuck or leaking gauges*			
Cause:	*Bad gauges*			

Repair Order Invoice

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

Invoice To:

GRIMES FIRE DEPARTMENT
101 NE HARVEY ST.
GRIMES IA 50111

Date	Invoice	A/C	Customer PO	Payment Term	Page
Mar 29, 2023	5WI000194	GRIMES		NET 30	3 /3

Activity Description / Part Number	Part Description	Quantity	Charge	Total
Correctio *Removed the leaking and stuck gauges and replaced them with new gauges.*				
91583952-F	LFP410-30-400-PSI	2.00 EA	154.0350	308.07
QL1371-4B	1/4" Swivel Run T	2.00 EA	8.5260	17.05
			Activity Sub-total:	547.62
8. Transmission Service		2.50 HR	325.0000	812.50
Complaint *Transmission PM needed to be completed, fluid was dark and smelled burnt.*				
Cause: *Transmission PM*				
Correctio *We replaced the transmission fluid and filters, ran unit to verify the transmission fluid level.*				
29558329 IA	KIT, FILTER 4" SUMP	1.00 EA	122.2480	122.25
ATF IA	ATF FLUID	18.00 QT	3.5700	64.26
			Activity Sub-total:	999.01

Technician GARRET-Garret
TRENT-Trent
PEYTON-Peyton

Authorized

Total Labor:	8,380.22
Total Parts:	3,761.63
Shop Supplies:	200.00
Shipping:	22.25
SubTotal:	12,364.10
INVOICE TOTAL:	12,364.10

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

Signature:_____

C-O

Invoice

Group Creative Services

1424 48th Street
Des Moines IA 50311

Date	Invoice #
3/29/2023	364

PAID

Due Date
3/29/2023

2023 3339
BNB

Bill To
Brian Becker

601.430.6490

Project
Water Water

Quantity	Description	Rate	Amount
	fabrication funds for Water Water Everywhere payment 2 of 3	38,500.00	38,500.00
		Total	$38,500.00

C-M
C-O

Sports Facilities Development
600 Cleveland St Ste 910
Clearwater, FL 33755 US
+1 7274743845
ar@sportsfacilities.com
http://www.sportsfacilities.com

PAID

THE SPORTS FACILITIES COMPANIES

367.470.6490

INVOICE

20233325

BRB

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

INVOICE # 11582
DATE 04/03/2023
DUE DATE 04/03/2023
TERMS Due on receipt

CLIENT NUMBER
21095

Services Agreement between Sports Facilities Development, LLC and City of Grimes, IA signed July 12, 2022			
$440,000+Reimbursable Travel Expenses (if applicable) Scope of Services: Phase 1: Conceptual Design and Pre-Design Phase Phase 2: Design Phase 3: Procurement Phase 4: Construction Phase 5: Post Construction			
Procurement/FF&E Services Payment 10 of 15 ($29,333) - Owner's Rep Services	1	29,333.00	29,333.00

We appreciate your business. For your convenience, we can accept payment via credit card. All credit card payments are subject to a 3% transaction fee. Please contact us at ap@sportadvisory.com if you wish to pay by credit card.

BALANCE DUE **$29,333.00**



CITY OF GRIMES

ANNUAL REPORT

2022

ENGINEERING



DIRECTOR'S LETTER

The construction industry continues to recover from the blow of supply chain and labor shortage issues experienced over the past couple of years. This slowed down some segments related to construction and engineering, but overall, the City of Grimes maintained a high level of activity in these areas. This past year the Engineering Department worked to advance key initiatives, such as: the Grimes WRA connection; Waterworks Park redevelopment; the Grimes Library construction; the GrimesPlex construction; and infrastructure reinvestment in older neighborhoods.

In April of 2022, the Engineering Department added a second engineer to the staff. This position has allowed the City to move forward with the goal of establishing in-house engineering capabilities. The city has already achieved returns from this investment with multiple in-house projects in the queue for construction in 2023.

The Geographic Information System (GIS) division continued to build and enhance the City of Grimes mapping and information platform. The division has been working with other city departments to increase the accuracy of our GIS platform and implementing ways to perform job duties with greater efficiency.

The Engineering Department also began the administration of the Public Health and Safety Board towards the end of 2022. This was done to provide better oversight into the activities of this board and provide guidance and support from city staff.

Another notable accomplishment was the council acceptance of 12 capital improvements projects during 2022. This is always important because it clears out old projects making way for the new ones.

The underlying goals of this department are to be proactive, forward-looking, and work to avoid costly mistakes in the future. Lastly, I would like to thank my talented staff and the continued support from other city departments and elected officials. By working together the City of Grimes will shine brightly into the future.

STRATEGIC PLANNING

Annually, the Engineering Department engages with the Management Staff, and City Council on Strategic Planning. Through that process, certain priorities are assigned to the Department in either a lead or support basis. Currently, the Engineering Department is leading 8 priorities and supporting 5. Below is a brief status update on those items.

Current Strategic Planning Priorities

- **Water Supply and Treatment System** - Preliminary scoping work with consultant.
- **Fire Station** – Architect awarded contract and under design.
- **Construction Observation Management In-House** – The department budget has been prepared to reflect this initiative, posting positions in April 2023.
- **Water System Model Implementation** – The 4 Phase 1A projects under design, property acquisition in-progress, bidding mid-year with construction following.
- **Federal Infrastructure Program Preparation** – No progress.
- **Wallace Farm Development** – Progress on Phase 1 design with bidding and construction summer/fall 2023.
- **Trail Connectivity to High School** – Bid & awarded April 2023, construction in May 2023, completion before school starts.
- **Existing Trail Improvements and Maintenance** – Staff is designing in-house projects for construction in 2023.
- **James Street Corridor Study** – First project under design, SE 11th St. and S James St., bidding mid-2023, construction starting in fall through 2025.

STRATEGIC PLANNING

- **Highway 44 Corridor Study** – Reviewing draft, Iowa DOT presentation spring 2023 with council presentation fall 2023.
- **GrimesPlex** – Construction underway, support buildings under design with bidding May 2023.
- **Regional Water Future Decision** – Staff members are working with consultants and regional partners to evaluate agreements and feasibility with the goal to ultimately present options and recommendations to City Council.
- **Sanitary Sewer Study** – Consultant is finishing up the study and working on the overall model for the system, final draft in mid-2023 with fall 2023 presentation to City Council.





PROCESS IMPROVEMENTS

The Engineering Department participated in 2 LEAN process improvements during the past 6 months. The first one was led by DMACC and related to Council Packet Preparation and the second one was led by city staff and related to Project Close Out for Site Plans.

Council Packet Preparation

The goal of this process improvement was to evaluate the current state of the council meeting packet preparation procedures and identify ways to create a more efficient future state. At the end of the sessions, tasks were designated to various members of the group for implementation to the overall city organization. Following these changes, the council packet preparation has become more streamlined and efficient. This is even with more tasks left to be implemented which should improve the process even more.

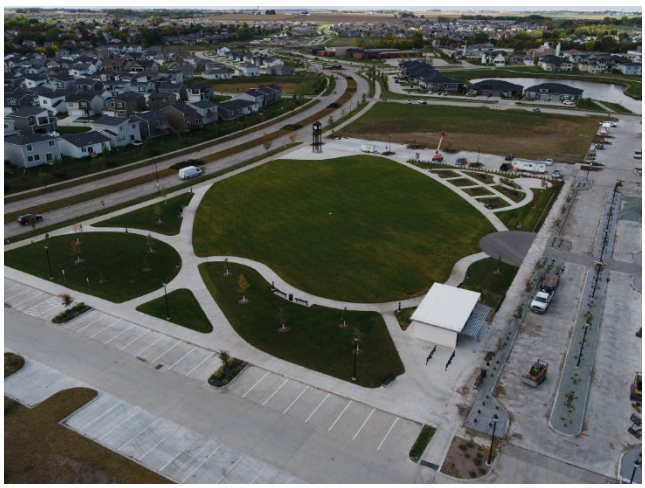
Project Close Out – Site Plans

This process improvement looked at the current procedures for closing out site plan projects on the private development side. This involved city staff from various departments that could bring differing perspectives to this process. The ultimate goal of this exercise was to create a more efficient and standardized method for this task that happens multiple times each year.

Future Process Improvements

- Project Close Out – Capital Imp. Projects
- Project Close Out – Development Public Imp. Projects
- Development Review





KEY METRICS

The Engineering Department has identified key metrics that will drive performance measures related to the workload of the department. These metrics will help support decisions linked to budgeting, staffing, and process improvements. The following provides a brief description of each key metric and the picture that it is painting now or in the future.

1. **Number of In-House Design Projects (1)** – This metric will be used to track the amount of in-house design work that the department accomplishes each year. This is useful to highlight in-house design capabilities, savings to the city, and assist with future staffing decisions.

2. **Number of In-House CIP Construction Observation (3)** – This metric will track the amount of in-house construction observation work that the department covers each year. This will be important to track the benefit of adding the new engineering technicians to the staff. It will also showcase the potential savings to the city, workload the department can cover and future staffing decisions.

3. **Number of Capital Improvement Projects**

Construction	28
Engineering	38
Accepted	12

   This metric will track the number of CIP projects that the department covers each year that are in construction or considered engineering. This will be important to monitor workload in the department and facilitate future staffing decisions. It will also give the opportunity to emphasize the successful acceptance of projects.

4. **Number of Development Projects**

Site Plans	32
Subdivisions	7

   This metric will track the number of development site plans and subdivision projects with public improvements that the department covers during construction each year. This will be significant to check the workload in the department and facilitate future staffing decisions.

KEY METRICS

5. **Expenditures from Capital Improvement Projects**

Project	$28,763,606.92
Engineering	$2,656,471.17
Total	$31,420,078.09

This metric will track the CIP expenditures each year with a breakdown between project and engineering expenses. This will follow the amounts that are spent on the CIP each year and further delineate the amounts spent from department budgets, streets, traffic, parks, water, sanitary, and storm.

6. **Percent & Amount of Change Orders – Project**

Number	33
Total	$268,443.49
Percentage	0.93%

This metric will track the number of change orders on CIP projects in construction with the total cost and percentage compared to CIP project total expenditures. This will gauge the level of change order load the city is experiencing each year on CIP construction projects. It will also indicate the level of quality coming out of engineering design work and if there were several unforeseen circumstances during construction that could be remedied for future projects.

7. **Percent & Amount of Change Orders – Engineering**

Number	9
Total	$1,052,380
Percentage	39.62%

This metric will track the number of engineering Professional Service Agreement (PSA) amendments on CIP projects in design with the total cost and percentage compared to the CIP engineering total expenditures. This metric will tell an important story about the amount of construction engineering expenses the city is incurring and how much saving are realized through bringing construction observation in-house. Most of the engineering PSA amendments are for construction engineering services, so by tracking this metric we should expect to see a reduction in the amount spent and the percentage.

GIS UPDATE

GEOGRAPHIC INFORMATION SYSTEM (GIS)

GIS is the city's platform for storing data with a location. The GIS division collaborates with all city departments to build and maintain our data. In 2022, the city completed a significant undertaking with the launch of our GIS platform. The primary focus was to build information pathways for internal users to share data across the city. The following are some of the major GIS projects accomplished in 2022:

- GIS Staff worked with a consultant and the IT Department to launch our ArcGIS Enterprise platform. The overall goal of this is to make it the system of record for all the City of Grimes assets. This platform is designed for the future by enabling all city staff and consultants access to our data.

- The communications and engineering staff partnered together to develop ArcGIS StoryMaps to provide better communication on city projects. These StoryMaps are updated periodically by staff to keep them up to date and the public informed. We had 8 StoryMaps created with 6,278 views across them. The following link connects to a StoryMap created to highlight the 2022 Capital Improvement Projects & Private Development Projects the Engineering Department covered:

  https://storymaps.arcgis.com/stories/aeba23b85cff4ee3bf0e37466e2bdaef

- Various layers were transitioned into the GIS system including snow routes, sign management, and zoning data.

- Review of existing water, sewer, storm, fiber, and electric utilities data for GIS. This led to the implementation of a multi-year plan to work on adding service lines and pipe details. In 2023, we are scheduled to deploy ERSI's Utility Networks to further enhance the capabilities of these layers.

- Working with the City Clerk's office, started digitizing data for the Sunny Hill Cemetery with owner and burial information. This project should be completed in 2023.

- Added 1,730 unit addresses and 744 building addresses to the Regional GS to support public safety and Iowa's requirements for Next-Gen 911.

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/23

AGENDA ITEM: Public Records Policy and Request Form

BACKGROUND: The City of Grimes receives public records requests routinely. As a public entity, we are required by law to make certain records available to the public upon request. The policy applies to all records created, received, maintained, or disseminated by the City of Grimes.

The City Clerk's office is the central point for receiving and making sure requests for information are answered. Iowa Code Chapter 22 was amended by the Iowa Legislature in 2022. The amendments relate to the procedure and rates to be charged by the City for information. The amended request for information form sets forth the policy and rates to be charged for public records requests in compliance with the current provisions of Iowa Code Chapter 22

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:
Staff recommend Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
City Attorney Tom Henderson and Rochelle Williams

Prepared by:_____
Return to:_____

GRIMES RESOLUTION NO. 04-2823

RESOLUTION APPROVING CITY OF GRIMES PUBLIC RECORDS POLICY AND REQUEST FORM

WHEREAS, the City of Grimes does receive requests for public records pursuant to Iowa Code Chapter 22;

WHEREAS, Iowa Code Chapter 22 was amended by the Iowa Legislature in 2022; and

WHEREAS, the amendments related to the procedure and rates to be charged by a city like Grimes; and,

WHEREAS, the attached form sets forth the policy and rates to be charged for public records requests in the City of Grimes in compliance with the current provisions of Iowa Code Chapter 22; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Grimes, Iowa that the attached form entitled "**REQUEST FOR EXAMINATION AND COPYING OF PUBLIC RECORDS"** be adopted by the City as the policy for the procedure and fee schedule for rates charged by the City of Grimes for public records requests, and as the form to be used in making such requests to the City of Grimes.

Passed and adopted this 25th day of April, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

101 NE Harvey ST
Grimes, IA 50111
(515) 986-3036
(515) 986-3846 FAX

REQUEST FOR EXAMINATION AND COPYING OF PUBLIC RECORDS

FEE SCHEDULE as adopted by the Grimes City Council by resolution:

a)	photocopies	$0.10 per page (black and white); $0.50 per page (color)
b)	electronic media*	$5.00 per CD (data files) $5.00 per DVD (audio/video) $10.00 per USB drive $10.00 per GIS file *All open records requests that are responded to by electronic media shall be done so that the document may not be altered.
c)	routinely prepared or bound reports	Actual cost(s) to produce
d)	hourly rate for clerical time needed for the reproduction of photocopies	Actual cost(s) of employee time if time involved exceeds thirty~~fifteen~~ (30~~15~~) minutes
e)	hourly rate for the reasonable costs of legal or administrator~~professional staff~~ time needed to supervise the examination, ~~produce~~ making, redaction, and production~~or~~ of ~~review~~ documents that may have legal protections or search requirements	Actual cost(s) of administrator or legal ~~employee~~ time if time involved exceeds thirty~~fifteen~~ (30~~15~~) minutes

~~~
~~~

☐ CD ☐ DVD ☐ USB
☐ GIS file ☐ Other:

(continued on next page)

The requesting party shall receive the desired photocopies when the associated fees are paid. No copies shall be released until payment is received by the custodian. The requesting party has the right to contest the quoted fees for production of the requested documents. In addition, it should be noted that although the records requested may be "public records" within the meaning of Chapter 22, Code of Iowa, improper use of this information may violate other local, state and federal laws including but not limited to regulations relating to privacy, harassment, discrimination, debt collection, and/or defamation. Misuse by the requester of any "public records" the City is required by law to provide shall create no liability for the City or any of its officials or employees.

~~The requesting party has the right to inspect and copy public records pursuant to Chapter 22, Code of Iowa; however,~~ **The requesting party is reminded that the public records requested may contain copyrighted material that may carry with it separate legal protections under Federal Law. The requesting party is advised to consult a legal professional before copying copyrighted material.**

Signature of Requester (optional): _____

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~~~

CITY OF GRIMES

101 NE Harvey ST
Grimes, IA 50111
(515) 986-3036/(515) 986-3846 FAX

REQUEST FOR EXAMINATION AND COPYING OF PUBLIC RECORDS

FEE SCHEDULE as adopted by the Grimes City Council by resolution:

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c)	routinely prepared or bound reports	Actual cost(s) to produce
d)	hourly rate for clerical time needed for the reproduction of photocopies	Actual cost(s) of employee time if time involved exceeds thirty (30) minutes
e)	hourly rate for the reasonable costs of legal or administrator time needed to supervise the examination, making, redaction, and production of documents that may have legal protections or search requirements	Actual cost(s) of administrator or legal time if time involved exceeds thirty (30) minutes

~~~
~~~

The requesting party shall receive the desired photocopies when the associated fees are paid. No copies shall be released until payment is received by the custodian. The requesting party has the right to contest the quoted fees for production of the requested documents. In addition, it should be noted that although the records requested may be "public records" within the meaning of Chapter 22, Code of Iowa, improper use of this information may violate other local, state and federal laws including but not limited to regulations relating to privacy, harassment, discrimination, debt collection, and/or defamation. Misuse by the requester of any "public records" the City is required by law to provide shall create no liability for the City or any of its officials or employees.

The requesting party is reminded that the public records requested may contain copyrighted material that may carry with it separate legal protections under Federal Law. The requesting party is advised to consult a legal professional before copying copyrighted material.

Signature of Requester (optional): _____

~~~
~~~

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM: Governors Days Annual Celebration

BACKGROUND:

Grimes, Iowa's Governors Days celebration is a highly anticipated annual event that brings joy, excitement, and a sense of community to locals and visitors alike. The celebration takes place annually in early June and is packed with activities and events for people of all ages.

This year's Governors Days will provide a variety of activities including a Kiddie Parade, a Grand Parade, a full carnival experience, a variety of food and craft vendors, live music, and a popular entertainment garden. A full listing of requests for approval and assistance from the City of Grimes is attached.

The Governors Days Planning Committee is working to prepare exciting activities for the event this year and we are confident that it will be a great success. If you have any suggestions or questions, please do not hesitate to contact the Grimes Chamber & Economic Development office.

Grimes Chamber & Economic Development

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S): NA

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:_____
Return to:_____

RESOLUTION 04-2923

WHEREAS, the City of Grimes, Iowa is proud to host its annual Governors Days; A Funtastic Event celebration; and

WHEREAS, the Governors Days celebration is an important tradition for the City of Grimes, Iowa and a great opportunity to showcase the City's vibrant culture and community; and

WHEREAS, the Governors Days celebration is a beloved event among the citizens of Grimes, Iowa;

WHEREAS, the celebration will feature a parade, carnival, food vendors, and various other activities for all to enjoy;

WHEREAS, the City has a longstanding, mutually beneficial, and fruitful relationship in working with the local business community via Grimes Chamber & Economic Development for the planning and execution of the festival.

Now, therefore, be it resolved that the City of Grimes, Iowa hereby approves the plans and parage route, beer and entertainment garden as submitted for the 2023 Governors Days Celebration, to be held on June 8th-10th, 2023.

Be it further resolved that the City of Grimes, Iowa will provide the necessary resources, including public safety personnel, to ensure that the celebration is safe and enjoyable for all.

PASSED and APPROVED THIS 25th day of April 2023.

_____

Scott Mikkelsen, Mayor

ATTEST;

_____

Rochelle Williams, City Clerk

April 5th, 2023

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

Subject: **Governors Days Requests**

Dear Jake,

The Governors Days Committee has been diligently planning and organizing in preparation for this year's annual celebration of community. In fact, the theme for this year's Governors Days has been announced as an event that is out of this world, "Grimes Galaxy" #grimesgalaxy.

As per my involvement on the Committee I have been asked to approach the City about several items concerning the 2023 Governors Days celebration. These items are as follows:

	Permission for Grimes Chamber & Economic Development to host a beer & entertainment garden in the South Sports Complex on Thursday, Friday and Saturday of June 8-10th. Approximate serving times to run from 6 p.m. to 10 p.m. on Thursday, 5 p.m. to 11:30 p.m. on Friday; 10 a.m. to 11:30 p.m. on Saturday. GCED would be required to secure proper licensure, DRAM Shop insurance, and law enforcement officers to oversee the event.
	Approval of proposed parade route for the Grand Parade scheduled to begin at 10:00 a.m. on Saturday, June 10th, 2023. The parade would be staged on the morning of the event at the Grimes Sports Complex parking lot, with overflow into the St. Peter Lutheran Church. Therefore, parking would need to be restricted to parade functions, until such time as the parade has ended. The parade would begin at the intersection of S James Street and SE 6th Street. It would then proceed North on James St, then East on 2nd St, then South down Main St , turning West on 6th St and concluding at the intersection of SW 6th Street and S. James Street.
	Approve the temporary closing or traffic control of S James Street from 9:30 a.m. until the conclusion of the parade on Saturday. We ask that the City coordinate efforts with the Polk County Sheriff's Department to control traffic at strategic locations in the community in order to allow the parade to safely take place.
	Approval of the use of parking lot at the South Sports Complex for the duration of the festival.
	Permission to set-up an announcer stand and equipment in near the intersection of SE Main and SE 6th Street, just south of the Grimes Community Complex.
	Permission for parade participants to distribute candy to onlookers during the parade.
	A request for the City to coordinate with the Polk County Sheriff's department to see that additional coverage occurs during Governors Days and specifically during the parade and 5k/Fun Run (i.e. traffic control). If the event takes place.

	Approve the temporary closing and limited parking along the Kiddie Parade route on Thursday, June 8th, from 5:30-7:00 p.m.
	A request to the City to coordinate with the Polk County Sheriff's department to assist any groups or individuals as they travel the Kiddie Parade route to South Sports Complex on Thursday evening.
	Assistance from the City Street Department, as in past years, to gather picnic tables, trash cans, fence, dumpsters, kybos, wash stations, traffic cones and barriers, etc. from around the City and use them in and around the South Sports Complex during the celebration. We would also request assistance in installing and tearing down the temporary fence around the area reserved for the entertainment garden.
	We would request the honor of having the Street Department, Johnston & Grimes Metropolitan Fire Department, the Mayor, and City Council Member's participation in the parade on Saturday morning.
	Permission to allow Sam's Amusements carnival to use the South Sports Complex for equipment and temporary living quarters during the event. As per usual, the carnival will arrive early in the week to set up and undergo safety inspections.
	Permission to again use City owned parcels near the event venue for Public Parking during the event.
	Permission to do a "Sidewalk Painting Event" in the South Sports Complex, with art revolving around annual event theme and local businesses. The paint would likely last for months but could be washed off with a high-pressure hose if the City would like to see it removed earlier.

There are a lot of exciting events planned for this event and I encourage you to visit the event website www.governorsdays.com to see all of the details. As always we welcome any comments and constructive criticisms that will help to improve the festival.

If you, Mayor Mikkelsen, or the City Council have any questions or need clarification on any of the above items, please feel free to contact me at your convenience.

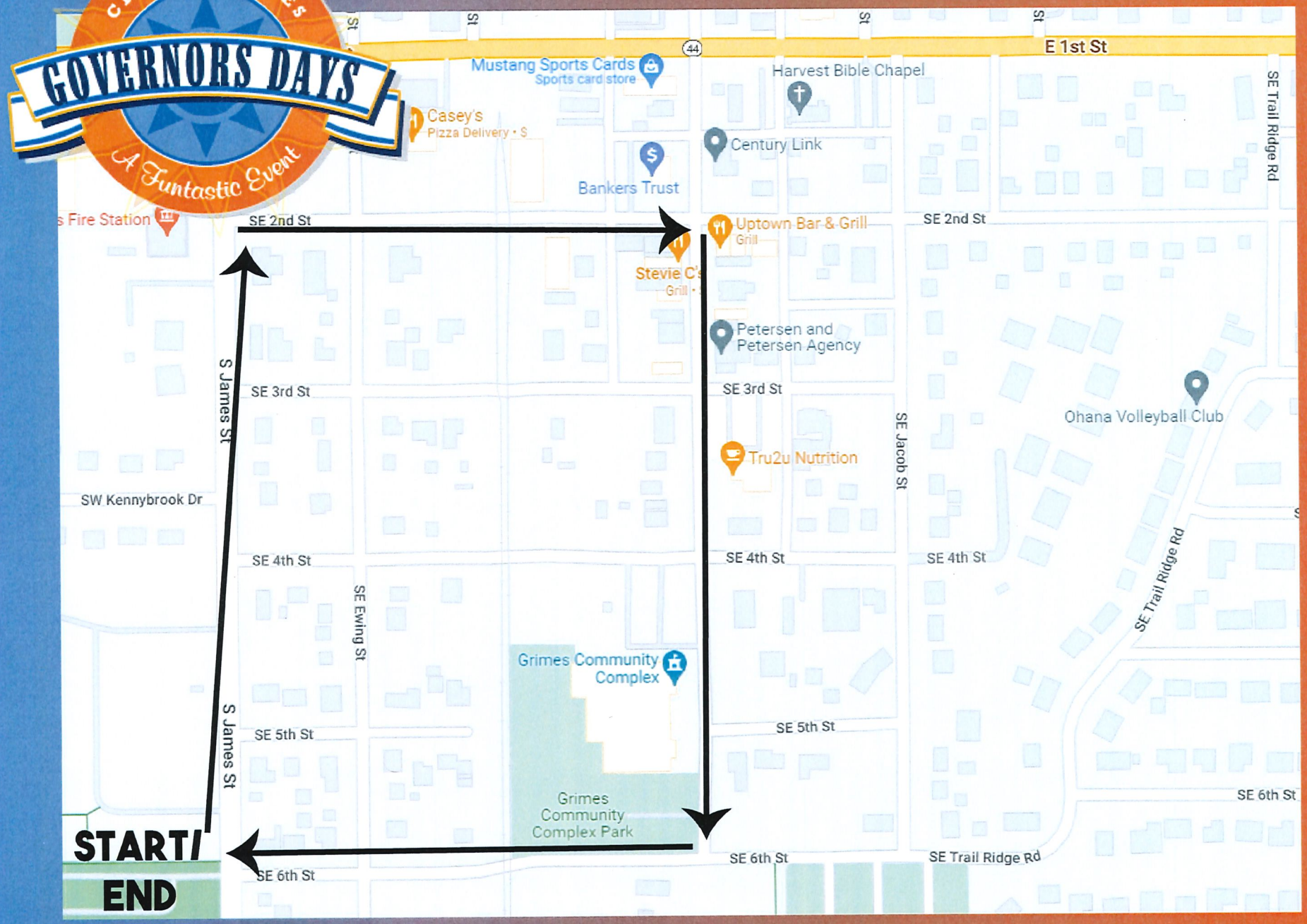
Thank you.

Sincerely,

Brian Buethe
President/CEO
Grimes Chamber & Economic Development

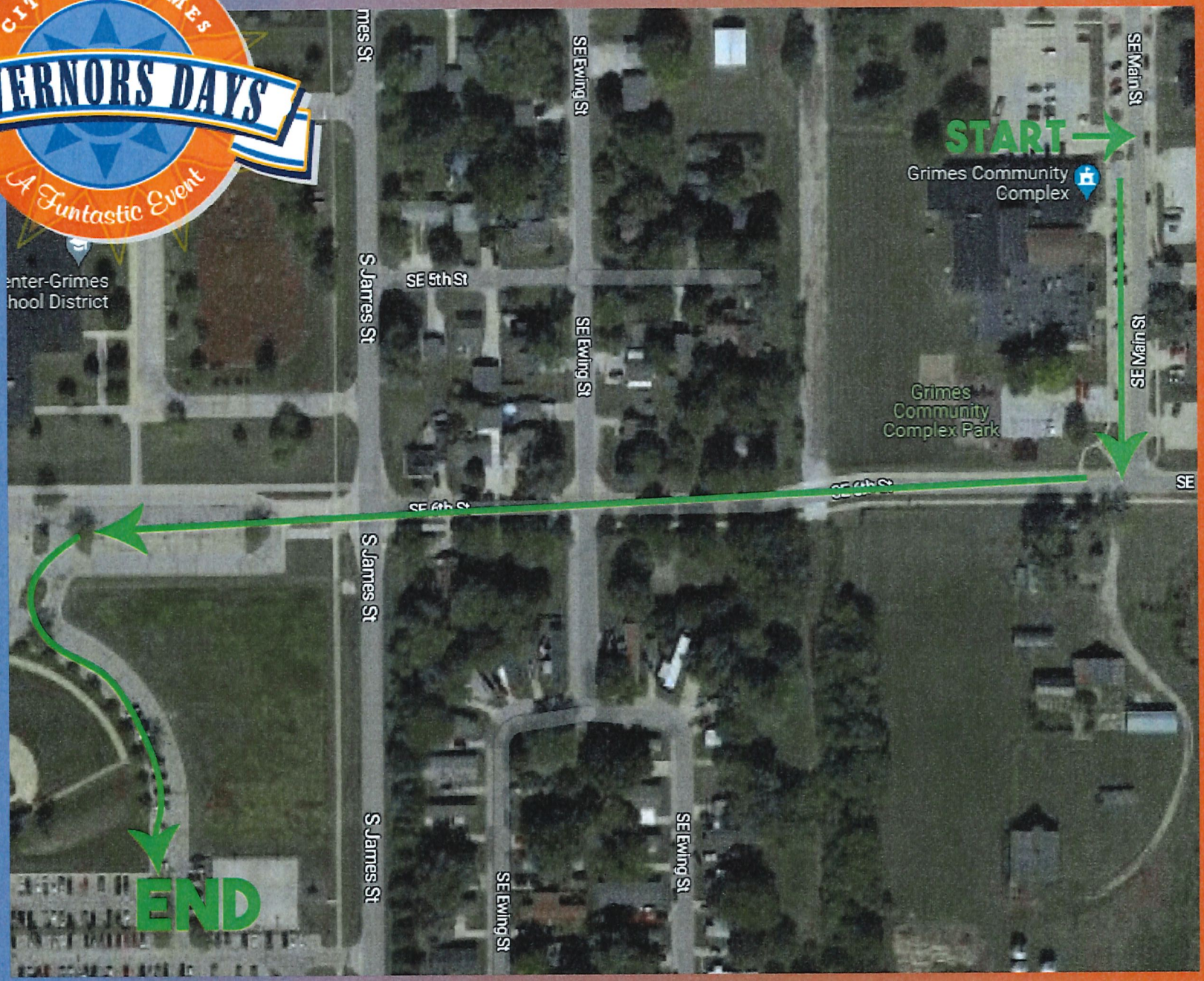
GOVERNORS DAYS GRAND PARADE ROUTE

SATURDAY

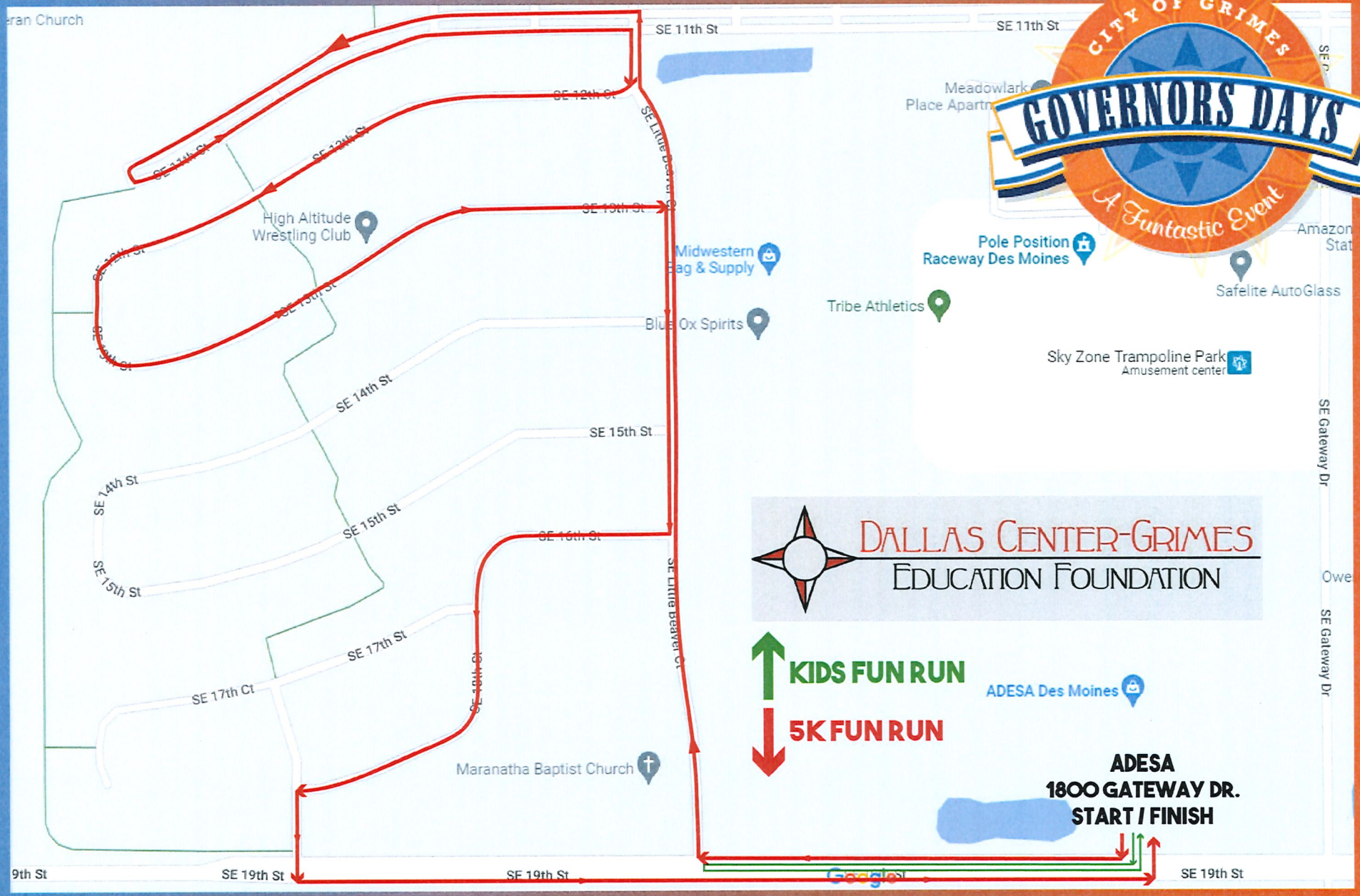


GOVERNORS DAYS KIDDIE PARADE ROUTE

THURSDAY



GOVERNORS DAYS 5K/FUN RUN ROUTE



CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 01/24/2023

AGENDA ITEM: Approve Resolution # 04-3023 Renew 28E with Polk County Emergency Management for Administrative Services

BACKGROUND: Polk County Emergency Management operates with a 28E agreement with all the cities in Polk County. The agreement was approved by the Polk County Emergency Management Commission which is made up of appointed and elected officials from all the covered jurisdictions. The cost of the agreement is 50 cents per capita and this rate has not changed for several years. This along with some grants is what the staff of Polk County Emergency Management operates on. This is a bargain for what we get from them.

The Resolution and the actual 28E agreement are attached.

Staff recommends approval of the Resolution and that the Mayor and City Clerk sign the resolution approving the continuation of the agreement.

BUDGETARY CONSIDERATIONS: The annual cost is $7,680 based on 50 cents per capita for Grimes.

STRATEGIC PLANNING:
Prioritized ____YES __X___NO

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

BOARD/COMMISSION ACTION(S): Agreement approved by Polk County Emergency Management Commission that Grimes is a voting member on.

STAFF RECOMMENDATION: Staff recommends approval of resolution # 04-3023 renewing the 28E Agreement with Polk County Emergency Management for Administrative Services

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

Prepared by:Jim Clark
Return to: Jim Clark

POLK COUNTY EMERGENCY MANAGEMENT
1907 CARPENTER AVENUE
DES MOINES, IOWA 50314
PH. (515) 286-2107
www.polkcountyiowa.gov

April 3, 2023

Scott Mikkelsen, Mayor
City of Grimes
101 NE Harvey St
Grimes, IA 50111

Emergency Management Commission Member:

The Polk County Emergency Management Commission unanimously passed the approval of the 28E Agreement for the Administration of the Emergency Management Program at their meeting on 15-February-2023.

The Commission's action extends the current agreement at $0.50 per capita. The renewed agreement will officially begin on 1-July-2023. As we prepare to file the agreement with the Secretary of State and the County Recorder, we ask that each jurisdiction adopt the agreement by resolution of the City Council or Board of Supervisors.

A sample resolution is attached for your jurisdiction's consideration. Upon passage of the local resolution, we kindly ask that you return a copy of the resolution and signature page to our office for official filing. This can be done by hardcopy to: Polk County EMA, Attn: Patty Nordmeyer, 1907 Carpenter Ave., Des Moines, IA 50314 or by scanning and sending electronically to Patty.Nordmeyer@PolkCountyIowa.gov.

If you have any questions, please contact Patty at the email above or by phone at 515.286.2107.

With appreciation,

A.J. Mumm, CEM
Director

28E AGREEMENT
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission ("Commission") does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Polk County Emergency Management Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

NOW, THEREFORE,

BE IT RESOLVED that the City of Grimes has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2023.

CITY OF GRIMES

IN WITNESS WHEREOF, the City of Grimes has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By: Attest:

_____ _____

Mayor City Clerk

Date:_____ Date:_____

28E AGREEMENT
MEMBERS OF THE POLK COUNTY EMERGENCY MANAGEMENT COMMISSION
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION

This Agreement by and among Members of the Polk County Emergency Management Commission for Funding of Emergency Management Administration ("Agreement") is entered into on the date last executed by the parties.

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission ("Commission") does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

It is hereby agreed by and among the members of the Commission as follows:

1. **28E Agreement**. This agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa.

2. **No Entity**. No separate, legal or administrative entity is created by this Agreement. No real property will be acquired in the performance of this Agreement.

3. **Administration.** The Chairperson of the Commission, or the Chairperson's designee, shall administer performance of this Agreement.

4. **Term**. The term of this Agreement shall be three years from the effective date, and will specifically include assessments in budget years FY2023/24, FY2024/25, and FY2025/26.

5. **Termination**. This Agreement may be terminated at a regular meeting or at a special meeting called for such purpose, by an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1.

6. **Assessment**. Each Member shall fund Commission administration on the basis of a $0.50 per capita annual allocation, according to the most recent population estimates provided by the Des Moines Area Metropolitan Planning Organization (MPO). These populations and the corresponding annual allocations are presented on Attachment 1, which is incorporated herein. Annual assessments are due and payable in the office of the Commission by December 31 of each year during the term of the Agreement.

7. **Execution of Agreement**. Member governmental entities shall approve this Agreement by resolution or motion of their respective council or board, which shall authorize execution of the Agreement. The executed Agreement will then be filed in the offices of the Iowa Secretary of State and the Recorder of Polk County by Polk County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Polk County Recorder's Office and shall remain in effect unless terminated as provided herein. This is the entire Agreement among the parties and may be amended only upon an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1. The laws of the State of Iowa apply to this Agreement.

ATTACHMENT 1

Polk County Emergency Management Commission
Most Recent Population Estimates Provided by the Des Moines Area MPO

Jurisdiction	Estimated Population in Polk County[1]	Assessment Amount
Alleman	423	$211.50
Altoona	19,565	$9,782.50
Ankeny	67,887	$33,943.50
Bondurant	7,365	$3,682.50
Clive	11,034	$5,517.00
Des Moines	213,921	$106,960.50
Elkhart	882	$441.00
Grimes	15,360	$7,680.00
Johnston	24,064	$12,032.00
Mitchellville	2,458	$1,229.00
Pleasant Hill	10,147	$5,073.50
Polk City	5,543	$2,771.50
Polk County (unincorp)	28,002	$14,001.00
Runnells	457	$228.50
Urbandale	33,804	$16,902.00
West Des Moines	45,582	$22,791.00
Windsor Heights	5,252	$2,626.00
Balance[2]	655	$0
Total	**492,401**	**$245,873.00**

[1] ACS-5 Year 2018 Population Estimate (2014-2018) - U.S. Census Bureau (provided by Des Moines Area MPO)

[2] Balance of population within incorporated areas of Polk County (Carlisle, Granger, Norwalk and Sheldahl) but not members of the Polk County Emergency Management Commission

RESOLUTION 04-3123 APPROVING APPOINTMENTS TO BOARDS AND COMMISSIONS

WHEREAS, THE MAYOR AND CITY COUNCIL APPOINT MEMBERS TO CITY OF GRIMES BOARDS AND COMMISSIONS;

WHEREAS, THE BOARD OF ADJUSTMENTS SHALL CONSIST OF FIVE (5) MEMBERS AND THEIR FULL TERM SHALL BE FOR 5 YEARS. JOSHUA STOTT AND MATTHEW MORAN WOULD LIKE TO BE APPOINTED TO THE TWO OPEN SEATS ON THE BOARD OF ADJUSTMENTS FOR 5 YEAR TERMS EACH BEGINNING JANUARY 1, 2023;

WHEREAS, LIBRARY DIRECTOR CHERYL HEIID WOULD LIKE BE APPOINTED AS THE PRIMARY REPRESENTATIVE AND COUNCIL MEMBER ERIC JOHANSEN AS THE ALTERNATE TO THE BRAVO BOARD FOR FY 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA; the above mentioned shall fill the Board of Adjustments and Bravo Board for FY23.

PASSED AND APPROVED THIS 25TH DAY OF APRIL 2023

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

GRIMES RESOLUTION 04-3223

RESOLUTION APPROVING CIGARETTE/TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PERMIT FOR 2022-2023

WHEREAS, establishments withing a city's limits many apply for cigarette/tobacco, alternative nicotine or vapor product permits with the city;

WHEREAS, permits for tobacco, alternative nicotine and vapor are renewed and approved annually by the Grimes City Council and run July 1st through June 30th of each year;

WHEREAS, approved/completed applications which the permit fees have been paid to the City of Grimes are filed with Iowa Alcoholic Beverage Division;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the attached *Exhibit A* be approved for permits and authorizing the city clerk to issue permits.

PASSED AND APPROVED THIS 25th day of April 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 04 / 15 / 2023 through June 30, 2024 3

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: GRIMES SMOKE & VAPE

Physical location address: 250 SE DESTINATION DR City: GRIMES ZIP: 50111

Mailing address: 250 SE DESTINATION DR SUITE 705 City: GRIMES State: IA ZIP: 50111

Business phone number: 1515 967 7540

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP ALTOONA SMOKE SHOP, INC

Mailing address: 160 83RD AVE NW City: FRIDLEY State: MN ZIP: 55432

Phone number: 1507 438-6428 Fax number: — Email: altoonasmokeshop@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☒
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): EMMANUEL POINDEXTER Name (please print): _____

Signature: _____ Signature: _____

Date: 4/15/23 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 25
- Fill in the date the permit was approved by the council or board: 4-25-2023
- Fill in the permit number issued by the city/county: 1971
- Fill in the name of the city or county issuing the permit: City of Grimes
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

RESOLUTION NO. 04-3323 APPROVING PAY APPLICATIONS 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 25th day of April 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

TO (OWNER):
City of Grimes

PROJECT: Grimes Public Library
PROJECT: # X237400

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

350-410-6490

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

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

APPLICATION NO: 14
PERIOD TO:
03/01/23
03/31/23

CONTRACT FOR: Construction Management

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

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

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

1.ORIGINAL CONTRACT SUM	$ 951,048.00
2.Net change by Change Order	$ 40,191.50
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)	$ 991,239.50
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 609,080.35
5. RETAINAGE:	
a. 0% completed work (Column D + E on G703)	$ -
b. 0% of Stored Material (Column F on G703) included in above number	$ -
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)	$ -
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ 609,080.35
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS	$ 540,620.43
8.CURRENT PAYMENT NOW DUE	$ 68,459.92
9.BALANCE TO FINISH, PLUS RETAINAGE. (Line 3 less Line 6)	$ 382,159.15

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

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison April 10, 2023

State of: IOWA County of: POLK
subscribed and sworn to before me this April 10, 2023

NOTARY PUBLIC: Kara DeVenney
My Commission Expires:

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED. . . . . $ 68,495.92
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: 04.12.23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are

WHITFIELD & EDDY LAW

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

April 10, 2023

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

Invoice:	311793
Client:	176170
Matter:	0101
Billing Attorney:	TIH

REMITTANCE ADVICE

RE: City Of Grimes - General 001-640-6411

BALANCE DUE THIS INVOICE **$ 19,410.20**

Please return this advice with payment to:
Whitfield & Eddy, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

To pay bill online:
https://secure.lawpay.com/pages/whitfieldlaw/operating
Visit our website at **www.whitfieldlaw.com**
Click on Make Payment, Pay Invoice
There is a convenience fee for this service

Invoices are payable upon receipt

Thank you!
Your business is greatly appreciated

WHITFIELD & EDDY LAW

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

April 10, 2023

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

Invoice:	311792
Client:	176170
Matter:	0009
Billing Attorney:	TIH

REMITTANCE ADVICE

RE: Firefighters Union Matters 001-150-6411

BALANCE DUE THIS INVOICE **$ 9,646.10**

Please return this advice with payment to:
Whitfield & Eddy, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

To pay bill online:
https://secure.lawpay.com/pages/whitfieldlaw/operating
Visit our website at **www.whitfieldlaw.com**
Click on Make Payment, Pay Invoice
There is a convenience fee for this service

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Thank you!
Your business is greatly appreciated

WHITFIELD & EDDY LAW

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

April 11, 2023

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

Invoice: 311790
Client: 176170
Matter: 0001
Billing Attorney: TIH

REMITTANCE ADVICE

RE: Koethe, Lemar - Real Estate Transaction 328-815-6740

BALANCE DUE THIS INVOICE **$ 35.00**

Please return this advice with payment to:
Whitfield & Eddy, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

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https://secure.lawpay.com/pages/whitfieldlaw/operating
Visit our website at **www.whitfieldlaw.com**
Click on Make Payment, Pay Invoice
There is a convenience fee for this service

Invoices are payable upon receipt

Thank you!
Your business is greatly appreciated

WHITFIELD & EDDY LAW

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

April 11, 2023

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

Invoice:	311791
Client:	176170
Matter:	0006
Billing Attorney:	TIH

REMITTANCE ADVICE

RE: M-KEDS Ltd. - 100th Street Improvement Project

BALANCE DUE THIS INVOICE **$ 105.00**

Please return this advice with payment to:
Whitfield & Eddy, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

To pay bill online:
https://secure.lawpay.com/pages/whitfieldlaw/operating
Visit our website at **www.whitfieldlaw.com**
Click on Make Payment, Pay Invoice
There is a convenience fee for this service

Invoices are payable upon receipt

Thank you!
Your business is greatly appreciated

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: April 25, 2023 **PAYMENT REQUEST #** 36
PAYMENT PERIOD: From: February 1, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	$ 286,000.00			
Net change by Change Orders:	$ 174,195.00			
Contract Amount to Date: (line 1 ± 2)		$ 460,195.00		
Total completed and stored to date:	$ 335,377.80			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 335,377.80		
Less previous applications for payment:		$ 333,870.80		
SUBTOTAL			$	1,507.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	1,507.00
Balance to finish, including retainage:		$ 124,817.20		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.
Firm Name
Signature 4/5/23
Date

City of Grimes Staff Approval:
Signature 4-19-23
Date

City of Grimes Council Approval: Council 4-25-23
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: 4/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount	BMI Invoice #
1	January 14, 2020	$ 1,730.00	0242868
2	February 11, 2020	$ 6,434.90	0244361
3	April 14, 2020	$ 1,627.00	0245964
4	April 14, 2020	$ 2,195.00	0246888
5	June 9, 2020	$ 7,097.50	0249839
6	July 14, 2020	$ 6,792.50	0251444
7	August 11, 2020	$ 11,325.00	0253004
8	September 8, 2020	$ 17,430.00	0254565
9	October 13, 2020	$ 4,815.00	0255930
10	November 10, 2020	$ 1,022.50	0257659
11	December 8, 2020	$ 2,969.50	0259408
12	January 12, 2021	$ 4,537.00	0260929
13	February 9, 2021	$ 2,785.00	0262389
14	March 9, 2021	$ 10,517.00	0263856
15	April 13, 2021	$ 10,831.50	0265171
16	May 11, 2021	$ 5,594.00	0266601
17	June 8, 2021	$ 30,291.00	0268401
18	July 13, 2021	$ 21,853.00	0269818
19	August 10, 2021	$ 10,243.50	0271701
20	September 28, 2021	$ 24,038.50	0273218
21	October 12, 2021	$ 19,020.20	0274927
22	November 9, 2021	$ 30,974.50	0277027
23	January 25, 2022	$ 24,122.70	65, 280133, 28
24	February 22, 2022	$ 7,235.00	
25	March 22, 2022	$ 8,550.50	0284263
26	April 26,2022	$ 11,792.50	0285839
27	May 10, 2022	$ 8,502.50	0287614
28	June 14, 2022	$ 3,309.00	290356
29	August 9, 2022	$ 4,483.50	0291348
30	October 11, 2022	$ 7,675.00	0299860
31	November 8, 2022	$ 5,306.00	299860
32	December 13, 2022	$ 2,844.00	301994
33	January 24, 2023	$ 4,600.00	0303917
34	February 28, 2023	$ 3,624.00	0305016
35	March 28, 2023	$ 7,702.00	07726 & 02930

Previous Applications for Payment

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TOTAL **$ 333,870.80**

Record of Change Orders

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

Contract Time Remaining

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

Date Printed: 4/5/2023

BOLTON & MENK
Real People. Real Solutions.

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

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

March 31, 2023
Project No: A13.120005
Invoice No: 0309565
Client Account: GRIMES_CI_IA

Grimes/Highway 44 & SW Co Line Road

Highway 44 & SW County Line Road Intersection Improvements

Construction Services (002)
Professional Services

	Hours	Amount	
Principal	8.00	1,344.00	
Project Engineer	1.00	163.00	
Totals	9.00	1,507.00	
Total Labor			**1,507.00**
		Total this Task	**$1,507.00**
		Total this Invoice	**$1,507.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: April 25, 2023 **PAYMENT REQUEST #** 12

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

Contract Summary

Original Contract Amount:	$ 214,965.00			
Net change by Change Orders:	$ 20,000.00			
Contract Amount to Date: (line 1 ± 2)		$ 234,965.00		
Total completed and stored to date:	$ 225,282.64			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 225,282.64		
Less previous applications for payment:		$ 203,949.24		
SUBTOTAL			$	21,333.40
OTHER CHARGES (Attach an itemized list)				
CURRENT PAYMENT DUE			$	21,333.40
Balance to finish, including retainage:		$ 9,682.36		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Signature 04-18-2023

Date

City of Grimes Staff Approval:

Signature 4-19-23

Date

City of Grimes Council Approval:

Council 4-25-23

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: 4/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 27, 2021	$ 4,983.00
2	September 28, 2021	$ 19,600.50
3	October 26, 2021	$ 34,972.14
4	December 28, 2021	$ 41,799.85
5	February 8, 2022	$ 8,911.00
6	April 12, 2022	$ 40,897.00
7	April 26, 2022	$ 26,331.10
8	August 23, 2022	$ 3,666.25
9	September 27, 2022	$ 15,083.80
10	November 8, 2022	$ 1,565.00
11	December 13, 2022	$ 6,139.60
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Previous Applications for Payment

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TOTAL **$ 203,949.24**

Record of Change Orders

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

Contract Time Remaining

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

Date Printed: 4/18/2023

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

April 18, 2023
Project No: 0021G013.01
Invoice No: 83290

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

Invoice Total USD 12,127.90

Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through March 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager IV	10.00	228.00	2,280.00	
Project Engineer III	7.50	178.00	1,335.00	
Staff Engineer II	43.00	137.00	5,891.00	
Planner III	15.70	167.00	2,621.90	
Totals	76.20		12,127.90	
Total Labor				**12,127.90**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	12,127.90	213,154.74	225,282.64	
Limit			234,965.00	
Remaining			9,682.36	
		Total This Invoice		**USD 12,127.90**

Invoice

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

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

January 12, 2023
Project No: 0021G013.01
Invoice No: 81731

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

Invoice Total USD 9,205.50

Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through December 31, 2022

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	2.00	186.00	372.00	
Project Engineer III	51.50	169.00	8,703.50	
Staff Engineer II	1.00	130.00	130.00	
Totals	54.50		9,205.50	
Total Labor				**9,205.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	9,205.50	203,949.24	213,154.74	
Limit			234,965.00	
Remaining			21,810.26	
		Total This Invoice		**USD 9,205.50**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: April 25, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: February 1, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	$ 124,200.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 124,200.00	
Total completed and stored to date:	$ 105,256.67		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 105,256.67	
Less previous applications for payment:		$ 93,354.67	
SUBTOTAL			$ 11,902.00
OTHER CHARGES (Attach an itemized list)			
CURRENT PAYMENT DUE			$ 11,902.00
Balance to finish, including retainage:		$ 18,943.33	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Signature 04-18-2023

Date

City of Grimes Staff Approval:

Signature 4-19-23

Date

City of Grimes Council Approval:

Council 4-25-23

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: 4/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 26, 2022	$ 10,066.91
2	August 23, 2022	$ 49,409.76
3	September 27, 2022	$ 9,935.00
4	November 8, 2022	$ 6,724.00
5	December 13, 2022	$ 13,709.00
6	February 28, 2023	$ 3,510.00
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Previous Applications for Payment

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TOTAL **$ 93,354.67**

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TOTAL **$ -**

Contract Time Remaining

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

Date Printed: 4/18/2023

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

April 18, 2023
Project No: 0022G009.00
Invoice No: 83292

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

Invoice Total USD 11,902.00

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

Professional Services through March 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	6.00	202.00	1,212.00	
Project Engineer III	8.50	178.00	1,513.00	
Project Engineer II	3.50	166.00	581.00	
Staff Engineer II	62.00	137.00	8,494.00	
Project Administrator II	1.00	102.00	102.00	
Totals	81.00		11,902.00	
Total Labor				**11,902.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	11,902.00	93,354.67	105,256.67
Limit			124,200.00
Remaining			18,943.33

Total This Invoice USD 11,902.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: Phase 1A Water System Improvements
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 374-810-6407 ***Finance Project #***
Vendor Project or Invoice #: 144595-144596-144597-144672 ***PO #***
Original Contract Date: August 23, 2022 ***Vendor #*** 2830

Date of Council Meeting: April 25, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: February 26, 2023 Through: April 1, 2023

Contract Summary

Original Contract Amount:	$ 1,168,650.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 1,168,650.00	
Total completed and stored to date:	$ 533,394.42		
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:		$ 533,394.42	
Less previous applications for payment:		$ 431,199.31	
SUBTOTAL			$ 102,195.11
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 102,195.11
Balance to finish, including retainage:		$ 635,255.58	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: McClure Engineering Company
Firm Name

Signature 4/14/2023
Date

City of Grimes Staff Approval:

Signature 4-19-23
Date

City of Grimes Council Approval: Council 4-25-23

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: 4/14/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 27, 2022	$ 9,533.25
2	October 25, 2022	$ 69,899.99
3	November 22, 2022	$ 79,736.54
4	December 27, 2022	$ 42,120.02
5	January 24, 2023	$ 69,644.61
6	February 14, 2023	$ 79,545.35
7	March 28, 2023	$ 80,719.55
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Previous Applications for Payment

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TOTAL **$ 431,199.31**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

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

Date Printed: 4/14/2023

1360 NW 121st Street
Clive, IA 50325

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

March 31, 2023
Project No: 0000211186-010
Invoice No: 144595
Due Date: April 30, 2023

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

Professional Services from February 26, 2023 to April 1, 2023

Phase 435 Geotechnical Engineering Coordination

	Hours	Rate	Amount	
Engineer II	.75	155.00	116.25	
Totals	.75		116.25	
Total Labor				**116.25**

	Current	Prior	To-Date	
Total Billings	116.25	1,006.25	1,122.50	
Contract Limit (not-to-exceed)			1,500.00	
Contract Limit Remaining			377.50	
		Total this Phase		**$116.25**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Engineer I	7.50	125.00	937.50	
Engineer II	1.50	155.00	232.50	
Principal	6.00	270.00	1,620.00	
Engineering Technician III	42.50	155.00	6,587.50	
Project Manager III	7.00	230.00	1,610.00	
Totals	64.50		10,987.50	
Total Labor				**10,987.50**

	Current	Prior	To-Date	
Total Billings	10,987.50	10,673.75	21,661.25	
Contract Limit (not-to-exceed)			188,400.00	
Contract Limit Remaining			166,738.75	
		Total this Phase		**$10,987.50**

Phase 533 SWPPP Coordination

	Hours	Rate	Amount	
Engineer II	3.50	155.00	542.50	
Totals	3.50		542.50	
Total Labor				**542.50**

Project	0000211186-010	Grimes Phase 1A 19th St Water Main	Invoice	144595

	Current	Prior	To-Date	
Total Billings	542.50	0.00	542.50	
Contract Limit (not-to-exceed)			2,500.00	
Contract Limit Remaining			1,957.50	
		Total this Phase		**$542.50**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager III	4.25	230.00	977.50	
Project Coordinator	.50	135.00	67.50	
Totals	4.75		1,045.00	
Total Labor				**1,045.00**

	Current	Prior	To-Date	
Total Billings	1,045.00	5,335.00	6,380.00	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			3,620.00	
		Total this Phase		**$1,045.00**
		Total Due this Invoice		**$12,691.25**

1360 NW 121st Street
Clive, IA 50325

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

March 31, 2023
Project No: 0000211186-020
Invoice No: 144596
Due Date: April 30, 2023

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

Professional Services from February 26, 2023 to April 1, 2023

Phase 435 Geotechnical Engineering Coordination

	Hours	Rate	Amount	
Engineer II	2.25	155.00	348.75	
Totals	2.25		348.75	
Total Labor				**348.75**

	Current	Prior	To-Date	
Fees	0.00	0.00	0.00	
Contract Limit (not-to-exceed)			1,500.00	
Contract Limit Remaining			1,500.00	
		Total this Phase		**$348.75**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Engineer I	8.50	125.00	1,062.50	
Principal	6.00	270.00	1,620.00	
Engineering Technician III	46.50	155.00	7,207.50	
Project Manager III	9.00	230.00	2,070.00	
Totals	70.00		11,960.00	
Total Labor				**11,960.00**

	Current	Prior	To-Date	
Total Billings	11,960.00	8,250.00	20,210.00	
Contract Limit (not-to-exceed)			168,350.00	
Contract Limit Remaining			148,140.00	
		Total this Phase		**$11,960.00**

Phase 533 SWPPP Coordination

	Hours	Rate	Amount	
Engineer II	2.50	155.00	387.50	
Totals	2.50		387.50	
Total Labor				**387.50**

Project	0000211186-020	Grimes Phase 1A NW County Rd Water Main	Invoice	144596

	Current	Prior	To-Date	
Total Billings	387.50	0.00	387.50	
Contract Limit (not-to-exceed)			2,500.00	
Contract Limit Remaining			2,112.50	
		Total this Phase		**$387.50**

Phase 720 Plats, Easements, & Legal Descriptions

	Hours	Rate	Amount	
Professional Land Surveyor	1.50	180.00	270.00	
Totals	1.50		270.00	
Total Labor				**270.00**

	Current	Prior	To-Date	
Total Billings	270.00	6,445.00	6,715.00	
Contract Limit (not-to-exceed)			7,000.00	
Contract Limit Remaining			285.00	
		Total this Phase		**$270.00**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager III	4.00	230.00	920.00	
Project Coordinator	.50	135.00	67.50	
Totals	4.50		987.50	
Total Labor				**987.50**

	Current	Prior	To-Date	
Total Billings	987.50	3,175.00	4,162.50	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			5,837.50	
		Total this Phase		**$987.50**

	Total Due this Invoice	**$13,953.75**



1360 NW 121st Street
Clive, IA 50325

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

March 31, 2023
Project No: 0000211186-030
Invoice No: 144597
Due Date: April 30, 2023

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

Professional Services from February 26, 2023 to April 1, 2023

Phase 435 Geotechnical Engineering Coordination

	Hours	Rate	Amount	
Engineer II	.75	155.00	116.25	
Totals	.75		116.25	
Total Labor				**116.25**

	Current	Prior	To-Date	
Total Billings	116.25	156.25	272.50	
Contract Limit (not-to-exceed)			1,000.00	
Contract Limit Remaining			727.50	
		Total this Phase		**$116.25**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Project Manager I	.50	185.00	92.50	
Engineer I	7.25	125.00	906.25	
Principal	6.00	270.00	1,620.00	
Engineering Technician III	74.00	155.00	11,470.00	
Project Manager III	10.25	230.00	2,357.50	
Totals	98.00		16,446.25	
Total Labor				**16,446.25**

Reimbursable Expenses

Out-Of-Pocket Expenses	9.42	
Mileage	69.96	
Total Reimbursables	**79.38**	**79.38**

	Current	Prior	To-Date	
Total Billings	16,525.63	16,691.25	33,216.88	
Contract Limit (not-to-exceed)			81,400.00	
Contract Limit Remaining			48,183.12	
		Total this Phase		**$16,525.63**

Phase 533 SWPPP Coordination

	Hours	Rate	Amount	
Engineer II	1.00	155.00	155.00	
Totals	1.00		155.00	
Total Labor				**155.00**

	Current	Prior	To-Date	
Total Billings	155.00	0.00	155.00	
Contract Limit (not-to-exceed)			2,500.00	
Contract Limit Remaining			2,345.00	
		Total this Phase		**$155.00**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager III	3.50	230.00	805.00	
Project Coordinator	.50	135.00	67.50	
Totals	4.00		872.50	
Total Labor				**872.50**

	Current	Prior	To-Date	
Total Billings	872.50	2,163.75	3,036.25	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			6,963.75	
		Total this Phase		**$872.50**

Total Due this Invoice **$17,669.38**

1360 NW 121st Street
Clive, IA 50325

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

March 31, 2023
Project No: 0000211186-040
Invoice No: 144672
Due Date: April 30, 2023

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

Professional Services from February 26, 2023 to April 1, 2023

Phase 124 Iowa DNR Water Supply Engineering

	Hours	Rate	Amount	
Administrative Assistant	1.00	85.00	85.00	
Totals	1.00		85.00	
Total Labor				**85.00**
		Total this Phase		**$85.00**

Phase 401 Preliminary Design Phase

	Hours	Rate	Amount	
Engineer II	43.00	155.00	6,665.00	
Engineering Technician II	14.00	135.00	1,890.00	
Totals	57.00		8,555.00	
Total Labor				**8,555.00**
		Total this Phase		**$8,555.00**

Phase 435 Geotechnical Engineering Coordination

	Hours	Rate	Amount	
Engineer II	2.50	155.00	387.50	
Totals	2.50		387.50	
Total Labor				**387.50**
		Total this Phase		**$387.50**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Engineer II	79.00	155.00	12,245.00	
Engineering Technician II	166.50	135.00	22,477.50	
Principal	4.50	270.00	1,215.00	
Project Manager III	50.50	230.00	11,615.00	
Totals	300.50		47,552.50	
Total Labor				**47,552.50**

Mileage (.655/.50 p/mile) **428.23**

Total this Phase **$47,980.73**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager III	3.50	230.00	805.00	
Project Coordinator	.50	135.00	67.50	
Totals	4.00		872.50	
Total Labor				**872.50**

Total this Phase **$872.50**

	Current	Prior	To-Date	
Total Billings	57,880.73	104,508.44	162,389.17	
Contract Limit (not-to-exceed)			274,100.00	
Contract Limit Remaining			111,710.83	

Total Due this Invoice **$57,880.73**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: North Jordan Well Repairs
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 372-810-6407 ***Finance Project #***
Vendor Project or Invoice #: 2022000892-000 ***PO #***
Original Contract Date: June 28, 2022 ***Vendor #*** 2830

Date of Council Meeting: April 25, 2023 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: February 26, 2023 Through: April 1, 2023

Contract Summary

Original Contract Amount:	$ 55,000.00			
Net change by Change Orders:	$ 195,000.00			
Contract Amount to Date: (line 1 ± 2)		$ 250,000.00		
Total completed and stored to date:	$ 205,469.48			
Retainage: ____ % of Completed Work:				
Total Earned less Retainage:		$ 205,469.48		
Less previous applications for payment:		$ 189,806.73		
SUBTOTAL			$	15,662.75
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	15,662.75
Balance to finish, including retainage:		$ 44,530.52		
Contract Time Remaining (If applicable)		Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: McClure Engineering Company

Firm Name

Heather Dallen

Signature 4/14/2023

Date

City of Grimes Staff Approval:

Signature 4-19-23

Date

City of Grimes Council Approval: Council 4-25-23

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: 4/14/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 74,776.08
2	December 27, 2022	$ 48,883.76
3	February 14, 2023	$ 66,146.89
4		
5		
6		
7		
8		
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10		
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Previous Applications for Payment

No.	Date	Amount
36		
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TOTAL **$ 189,806.73**

Record of Change Orders

No.	Date	Amount
1	November 8, 2022	$ 195,000.00
2		
3		
4		
5		
7		
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9		
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12		
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19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 195,000.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	June 28, 2022
Original Contract Time:	McClure Engine
Added by Change Order:	
Contract Time to Date:	#VALUE!
Time Used to Date:	
Contract Time Remaining:	**#VALUE!**

Date Printed: 4/14/2023

1360 NW 121st Street
Clive, IA 50325

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

March 31, 2023
Project No: 2022000892-000
Invoice No: 144834
Due Date: April 30, 2023

Project 2022000892-000 Grimes North Jordan Well Repairs
hello

Professional Services from February 26, 2023 to April 1, 2023

Phase 118 Prepare Drawings & Documents

Consultants

Krishna Engineering Consultants, Inc.	5,096.50	
Total Consultants	**5,096.50**	**5,096.50**
Total this Phase		**$5,096.50**

Phase 163 Project Administration

	Hours	Rate	Amount	
Principal	2.75	270.00	742.50	
Project Coordinator	.75	135.00	101.25	
Totals	3.50		843.75	
Total Labor				**843.75**

Consultants

Krishna Engineering Consultants, Inc.	800.00	
Total Consultants	**800.00**	**800.00**
Total this Phase		**$1,643.75**

Phase 592 Coordination with Permitting and Insurance Agencies

	Hours	Rate	Amount	
Principal	2.75	270.00	742.50	
Totals	2.75		742.50	
Total Labor				**742.50**
Total this Phase				**$742.50**

Phase 600 Construction Administration & Observation Services

	Hours	Rate	Amount	
Project Manager I	6.00	185.00	1,110.00	
Totals	6.00		1,110.00	
Total Labor				**1,110.00**

Project	2022000892-000	Grimes North Jordan Well Repairs	Invoice	144834

Total this Phase **$1,110.00**

Phase 850 Coordination with Suppliers & Contractors

Consultants

Krishna Engineering Consultants, Inc.	6,800.00	
Total Consultants	**6,800.00**	**6,800.00**

Total this Phase **$6,800.00**

Phase 950 Long Term Needs Evaluation

		Hours	Rate	Amount	
Principal		1.00	270.00	270.00	
	Totals	1.00		270.00	
	Total Labor				**270.00**

Total this Phase **$270.00**

Total Due this Invoice **$15,662.75**

Outstanding Invoices

Number	Date	Balance
144142	2/28/2023	7,096.45
Total		**7,096.45**

copy
check c

INVISION

PLANNING | ARCHITECTURE | INTERIORS

PO BOX 1800, WATERLOO, IA 50704-1800

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Invoice number 1034781
Date 03/31/2023

Project 19073 CITY OF GRIMES PUBLIC LIBRARY

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

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design	120,046.00	100.00	120,046.00	120,046.00	0.00
Design Development	120,046.00	100.00	120,046.00	120,046.00	0.00
Construction Documents	180,069.00	100.00	180,069.00	180,069.00	0.00
Bidding/Negotiations	30,011.50	100.00	30,011.50	30,011.50	0.00
Construction Administration	201,284.19	65.00	97,537.38	130,834.72	33,297.34
Donor Signage	12,500.00	0.00	0.00	0.00	0.00
Total	663,956.69	87.51	547,709.88	581,007.22	33,297.34

Invoice total **33,297.34**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1034781	03/31/2023	33,297.34	33,297.34				
	Total	33,297.34	33,297.34	0.00	0.00	0.00	0.00

Approved by:

Eric Ritland
Partner, AIA, EDAC

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

RESOLUTION NO. 04-3423 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 25th Day of April 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

350-410-6490

AIA Type Document
Application and Certification for Payment

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 12
PERIOD TO: 3/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	2,665,000.00
2. Net Change by Change Orders	$	46,828.27
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	2,711,828.27
4. TOTAL COMPLETED AND STORED TO DATE	$	2,039,501.66
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	98,910.00
b. 5.00 % of Stored Material	$	3,065.10
Total retainage (Line 5a + 5b)	$	101,975.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,937,526.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,774,192.74
8. CURRENT PAYMENT DUE	$	163,333.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	774,301.71

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	46,828.27	0.00
Total approved this Month	0.00	0.00
TOTALS	46,828.27	0.00
NET CHANGES by Change Order	46,828.27	

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

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

By: _____ Date: 4.3.23

State of: IA
County of: Pok
Subscribed and Sworn to before me this 3 Day of April 20 23

LANEY COENEN
Commission Number 81671
My Commission Expires
April 30, 2025

Notary Public: Laney Coenen
My Commission Expires: 4/30/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

ARCHITECT:
By: _____ Date: _____

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

350-410-6490

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702 Page 1

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

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

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

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

Application No: 10
Invoice No: T1200-9
Period To: 3/31/2023

Architect's
Project No:

Contract Date: 1/3/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	$	844,487.00
2. Net change by Change Orders	$	3,575.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)	$	848,062.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	489,724.95
5. RETAINAGE(Column I on G703)	$	24,486.25
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	465,238.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	428,484.39
8. SALES TAX	$	0.00
9. CURRENT PAYMENT DUE	$	36,754.31
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	382,823.30

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

CONTRACTOR: Forman Ford

By: _____ Date: 3-13-23

State of: Iowa County of: Polk

Subscribed and sworn to before me this 13th day of March 2023

Notary Public: _____

My Commission expires:

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

By_____ Date_____

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

350-410-6496

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of Grimes 101 NE Harvey Street Grimes, IA 50111	PROJECT:	City of Grimes Library 200 NE BeaverBrooke BLVD Grimes, IA 50111	APPLICATION NO: 8 PERIOD TO: 3/31/2023 CONTRACT DATE: PROJECT NOS:	DISTRIBUTION TO: OWNER ☐ CONST. MANAGER ☐ ARCHITECT ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	AMC Mechanical Inc. 107 Vermeer Road Pella, IA 50219	VIA CONSTRUCTION MANAGER: VIA ARCHITECT:			

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	ORIGINAL CONTRACT SUM		$ 1,021,680.00
2.	NET CHANGES IN THE WORK		$ 4,285.00
3.	CONTRACT SUM TO DATE (LINE 1+/-2)		$ 1,025,965.00
4.	TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)		$ 595,550.05
5.	RETAINAGE		
	a. 5 % of Completed Work	$ 13,966.84	
	b. _____ % of Stored Material	$ 15,810.68	
	Total Retainage		$ 29,777.52
6.	TOTAL EARNED LESS RETAINAGE		$ 565,772.53
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT.....		536,936.61
8.	CURRENT PAYMENT DUE.....		$ 28,835.92
9.	BALANCE TO FINISH, PLUS RETAINAGE	$ 460,192.47	

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

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

CONTRACTOR: Kyle Ash

By: _____ Date: 3-20-23

State of:
County of:
Subscribed and sworn to before me this day of

Notary Public:
My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... $28,835.92

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

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

By: _____ Date: _____

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

350-410-6490

G702/ CMA APPLICATION AND CERTIFICATION For Payment

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

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

PROJECT: Grimes Public Library Complex Phase 2

VIA Achitect: Invision

Application No: 12
Application Date: 3/22/2023
Period From: 3/1/2023
Period To: 3/31/2023
Contract Date:

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

2075

APPLICATION FOR PAYMENT

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

Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM		$ 977,086.00
2 Net Change by Change Orders		$ -
3 CONTRACT SUM TO DATE		$ 977,086.00
4 TOTAL COMPLETED AND STORED TO DATE		$ 458,709.88
5 RETAINAGE:		
a. 5% of Completed work	$ 22,566.47	
b. 5% of Stored Material	$ 369.02	
TOTAL RETAINAGE		$ 22,935.49
6 TOTAL EARNED LESS RETAINAGE		$ 435,774.39
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 417,857.98
8 CURRENT PAYMENT DUE		$ 17,916.41
9 BALANCE TO FINISH, INCLUDING RETAINAGE		$ 518,376.12

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

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

CONTRACTOR: Van Maanen Electric, Inc.
By: _____ Date: 3/22/23
Nathan Van Maanen, President
State of: Iowa County of: Jasper
Subscribed and sworn before me this 22nd day of March, 2023

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

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

CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT:
By: _____ Date: _____

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

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

NOTARIAL SEAL IOWA
TRACY EVANS
Commission Number 760650
My Commission Expires
_____

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

350-410-6490

APPLICATION FOR PAYMENT

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

PROJECT: GRIMES LIBRARY
SCOPE:

DRAW NUMBER:	5
PERIOD TO:	03/31/23
CUSTOMERS PROJECT NO:	
PO NO:	
INVOICE NUMBER:	01IN-0465275
INVOICE DATE:	03/17/23

Application is made for payment, as shown below

1. ORIGINAL CONTRACT SUM		1,466,520.00
2. Net Change By Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		1,466,520.00
4. TOTAL COMPLETED & STORED TO DATE (Column C7 on SOV)		547,896.00
5. RETAINAGE		
a. 0.00 % of Completed Work (Columns C4+C5 on SOV)	27,394.80	
b. 0.00 % of Stored Material (Column C6 on SOV)	0.00	
Total Retainage(Line 5a + 5b or Total in Column C10 of SOV)		27,394.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		520,501.20
7. LESS PREVIOUS CERTFIFCATES FOR PAYMENT (Line 6 from prior Certificate)		217,350.50
8. SALES TAX		0.00
9. CURRENT PAYMENT DUE		303,150.70
10. BALANCE TO FINISH, INCLUDING RETAINAGE		946,018.80

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

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

By: Wally Leo Date : 3/23/2023

State of: mo

County of: Jackson

Subscribed and sworn to before me this 23rd day of March, 2023

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

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....$ _____

(Attoch explonotion if omount certified differs from the omount opplied for : Intiol oll figures on this Applicotion ond on the Continuotion Sheet thot ore chonged to conform to the omount certified.)

ARCHITECT:

By:_____ Date: _____

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

350-410-6490

CONTRACTOR'S APPLICATION FOR AND CERTIFICATION OF PAYMENT

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

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

APPLICATION NO.: *2*

APPLICATION DATE: *3/20/2023*

PERIOD ENDING: *3/31/2023*

PROJECT NO.: *1-22-2178*

PURCHASE ORDER #

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

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

CONTRACT FOR: Roofing

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	ORIGINAL CONTRACT SUM	$ 422,350.00
2.	Net change by Change orders	$ -
3.	CONTRACT SUM TO DATE: (Line 1+-2)	$ 422,350.00
4.	TOTAL COMPLETED & STORED TO DATE	$ 328,140.00
5.	RETAINAGE	
	5% of Progress Payment	$ 16,407.00
6.	TOTAL EARNED LESS RETAINAGE	$ 311,733.00
	(Line 4 less Line 5 Total)	
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 40,090.00
	(Line 6 from prior Certificate)	
8.	**CURRENT PAYMENT DUE**	**$ 271,643.00**
9.	BALANCE TO FINISH, INCLUDING RETAINAGE:	
	(Line 3 less Line 6)	$ 110,617.00

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

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

CONTRACTOR:

By: _____ Date: 3-20-2023

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

Subscribed and sworn to before me this 20th day of March, 2023

Notary Public: _____

My Commission expires: 2-25-2024

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

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... $ _____

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

ARCHITECT: Date: _____

By: _____

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

Approved by OWNER: _____ Date_____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: April 25, 2023 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: March 1, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	$ 3,731,765.39		
Net change by Change Orders:	$ 18,896.20		
Contract Amount to Date: (line 1 ± 2)		$ 3,750,661.59	
Total completed and stored to date:	$ 2,110,979.41		
Retainage: 5 % of Completed Work:	$ 105,548.97		
Total Earned less Retainage:		$ 2,005,430.44	
Less previous applications for payment:		$ 1,669,274.85	
SUBTOTAL			$ 336,155.59
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 336,155.59
Balance to finish, including retainage:		$ 1,745,231.15	
Contract Time Remaining (If applicable)	20 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: Edge Commercial, LLC. (Firm Name)
Signature Date 4/18/23

Engineer / Consultant Approval: ISG Inc. (Firm Name)
Signature Date 04/17/2023

City of Grimes Staff Approval:
Signature Date 4-19-23

City of Grimes Council Approval: Council 4-25-23
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: 4/17/2023

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	$ 8,025.00	$ 8,025.00	1.00	$ 8,025.00	-	100.00%
2	EXCAVATION, CLASS 10	CY	3,725.00		3,725.00	$ 11.77	$ 43,843.25	3,350.00	$ 39,429.50	375.00	89.93%
3	SUBGRADE PREPARATION	SY	1,915.00		1,915.00	$ 5.38	$ 10,302.70	815.00	$ 4,384.70	1,100.00	42.56%
4	SUBBASE, MODIFIED, 4 INCH	SY	3,750.00		3,750.00	$ 11.77	$ 44,137.50	1,600.00	$ 18,832.00	2,150.00	42.67%
5	SUBBASE, MODIFIED, 6 INCH	SY	1,915.00		1,915.00	$ 11.77	$ 22,539.55	1,244.75	$ 14,650.71	670.25	65.00%
6	SANITARY SEWER SERVICE STUB, PVC, 6 IN.	LF	400.00		400.00	$ 88.81	$ 35,524.00	400.00	$ 35,524.00	-	100.00%
7	SANITARY SEWER CLEANOUT	EA	2.00		2.00	$ 1,188.50	$ 2,377.00	2.00	$ 2,377.00	-	100.00%
8	STORM SEWER, TRENCHED, RCP, 12 INCH	LF	137.00		137.00	$ 99.51	$ 13,632.87	137.00	$ 13,632.87	3.00	100.00%
9	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	271.00		271.00	$ 99.51	$ 26,967.21	271.00	$ 26,967.21	0.20	100.00%
10	STORM SEWER, TRENCHED, PVC, 6 INCH	LF	160.00		160.00	$ 88.81	$ 14,209.60	160.00	$ 14,209.60	-	100.00%
11	STORM SEWER, TRENCHED, PVC, 10 INCH	LF	12.00		12.00	$ 214.00	$ 2,568.00	12.00	$ 2,568.00	-	100.00%
12	LINEAR TRENCH DRAIN AT SPLASH PAD	LF	16.00		16.00	$ 145.50	$ 2,328.00		$ -	16.00	0.00%
13	PIPE APRON, RCP, 15 INCH	EA	1.00		1.00	$ 5,116.00	$ 5,116.00	1.00	$ 5,116.00	-	100.00%
14	SUBDRAIN, PERFORATED, 6 INCH	LF	1,610.00		1,610.00	$ 37.45	$ 60,294.50	1,610.00	$ 60,294.50	-	100.00%
15	SUBDRAIN CLEANOUT	EA	6.00		6.00	$ 986.67	$ 5,920.02	6.00	$ 5,920.02	-	100.00%
16	SUBDRAIN OUTLETS AND CONNECTIONS	EA	10.00		10.00	$ 259.00	$ 2,590.00	10.00	$ 2,590.00	-	100.00%
17	WATER MAIN, TRENCHED, C900 PVC, 8 INCH	LF	350.00	(70.00)	280.00	$ 74.90	$ 20,972.00	280.00	$ 20,972.00	-	100.00%
18	WATER SERVICE PIPE, TYPE K COPPER, 1 INCH	LF	50.00		50.00	$ 44.94	$ 2,247.00	50.00	$ 2,247.00	-	100.00%
19	WATER SERVICE PIPE, TYPE K COPPER, 2 INCH	LF	220.00		220.00	$ 65.27	$ 14,359.40	220.00	$ 14,359.40	-	100.00%
20	VALVE, GATE VALVE, 8 INCH	EA	2.00		2.00	$ 3,542.00	$ 7,084.00	2.00	$ 7,084.00	-	100.00%
21	TAPPING VALVE ASSEMBLY, 8 INCH	EA	1.00		1.00	$ 8,956.00	$ 8,956.00	1.00	$ 8,956.00	-	100.00%
22	FIRE HYDRANT ASSEMBLY	EA	1.00		1.00	$ 7,811.00	$ 7,811.00	1.00	$ 7,811.00	-	100.00%
23	STORM MANHOLE, SW-401, 48 INCH DIA.	EA	4.00		4.00	$ 6,104.50	$ 24,418.00	4.00	$ 24,418.00	-	100.00%
24	INTAKE, SW-501	EA	1.00		1.00	$ 4,485.00	$ 4,485.00	1.00	$ 4,485.00	-	100.00%
25	INTAKE, SW-505	EA	1.00		1.00	$ 5,687.00	$ 5,687.00	1.00	$ 5,687.00	-	100.00%
26	INTAKE, SW-512	EA	2.00		2.00	$ 4,924.00	$ 9,848.00	2.00	$ 9,848.00	-	100.00%
27	INTAKE, SW-513	EA	1.00		1.00	$ 9,915.00	$ 9,915.00	1.00	$ 9,915.00	-	100.00%
28	REMOVE INTAKE	EA	1.00		1.00	$ 1,872.00	$ 1,872.00	1.00	$ 1,872.00	-	100.00%
29	PAVEMENT, PCC, 7 INCH	SY	1,660.00		1,660.00	$ 53.11	$ 88,162.60	1,601.00	$ 85,029.11	59.00	96.45%
30	REMOVAL OF SIDEWALK	SY	20.00		20.00	$ 26.75	$ 535.00	20.00	$ 535.00	-	100.00%
31	SIDEWALK, PCC, 6 INCH	SY	2,030.00		2,030.00	$ 62.34	$ 126,550.20	342.00	$ 21,320.28	1,688.00	16.85%
32	DETECTABLE WARNING	SF	36.00		36.00	$ 29.72	$ 1,069.92	36.00	$ 1,069.92	-	100.00%
33	PAVEMENT REMOVAL	SY	280.00		280.00	$ 19.26	$ 5,392.80	280.00	$ 5,392.80	-	100.00%
34	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6.30		6.30	$ 169.21	$ 1,066.02		$ -	6.30	0.00%
35	PAINTED SYMBOLS AND LEGENDS	EA	2.00		2.00	$ 337.00	$ 674.00		$ -	2.00	0.00%
36	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 4,280.00	$ 4,280.00	1.00	$ 4,280.00	-	100.00%
37	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (NATIVE PLANTING MIX)	AC	0.30		0.30	$ 9,523.33	$ 2,857.00		$ -	0.30	0.00%
38	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (DETENTION BASIN MIX)	AC	0.32		0.32	$ 9,096.88	$ 2,911.00		$ -	0.32	0.00%
39	SOD	SQ	314.00		314.00	$ 98.24	$ 30,847.36		$ -	314.00	0.00%
40	GRASSES, 1 GAL	EA	90.00		90.00	$ 21.40	$ 1,926.00		$ -	90.00	0.00%
41	PERENNIALS, 1 GAL	EA	908.00		908.00	$ 21.40	$ 19,431.20		$ -	908.00	0.00%
42	SHRUBS, 3 GAL	EA	317.00		317.00	$ 69.55	$ 22,047.35		$ -	317.00	0.00%
43	TREE, OVERSTORY, 2" CAL	EA	37.00		37.00	$ 518.95	$ 19,201.15		$ -	37.00	0.00%
44	TREE, EVERGREEN, 4' HT MIN	EA	44.00		44.00	$ 304.95	$ 13,417.80		$ -	44.00	0.00%
45	SWPPP PREPARATION	LS	1.00		1.00	$ 1,070.00	$ 1,070.00	1.00	$ 1,070.00	-	100.00%
46	SWPPP MANAGEMENT	LS	1.00		1.00	$ 2,140.00	$ 2,140.00	0.85	$ 1,819.00	0.15	85.00%
47	FILTER SOCK, 9 INCH DIAMETER	LF	2,500.00		2,500.00	$ 2.67	$ 6,675.00	2,500.00	$ 6,675.00	-	100.00%
48	TEMPORARY RECP, TYPE 2.D	SY	3,150.00		3,150.00	$ 2.94	$ 9,261.00		$ -	3,150.00	0.00%
49	RIP RAP, EROSION STONE	TON	4.00		4.00	$ 113.25	$ 453.00	4.00	$ 453.00	-	100.00%
50	EROSION CONTROL MULCHING, HYDROMULCHING	AC	3.00		3.00	$ 4,494.00	$ 13,482.00		$ -	3.00	0.00%
51	MOBILIZATION	LS	1.00		1.00	$140,000.00	$ 140,000.00	1.00	$ 140,000.00	-	100.00%
52	CONCRETE WASHOUT	LS	1.00		1.00	$ 1,070.00	$ 1,070.00	0.60	$ 642.00	0.40	60.00%
53	PLAY TURF SURFACING (NATURE PLAYSCAPE)	SF	4,535.00		4,535.00	$ 30.65	$ 138,997.75		$ -	4,535.00	0.00%
54	PCC CURB AT PLAY TURF	LF	223.00		223.00	$ 115.16	$ 25,680.68		$ -	223.00	0.00%
55	SPLASH PAD PAVEMENT	SF	5,284.00		5,284.00	$ 10.53	$ 55,640.52		$ -	5,284.00	0.00%
56	SPLASH PAD FEATURES AND EQUIPMENT	LS	1.00		1.00	$493,600.00	$ 493,600.00	0.18	$ 88,848.00	0.82	18.00%
57	DRY CREEK BED PAVEMENT	SF	1,850.00		1,850.00	$ 17.35	$ 32,097.50		$ -	1,850.00	0.00%
58	BENCH	EA	3.00		3.00	$ 1,946.00	$ 5,838.00	1.50	$ 2,919.00	1.50	50.00%
59	SANDSTONE BENCH	EA	4.00		4.00	$ 5,312.50	$ 21,250.00	4.00	$ 21,250.00	-	100.00%
60	LITTER RECEPTACLE	EA	5.00		5.00	$ 1,615.60	$ 8,078.00	2.50	$ 4,039.00	2.50	50.00%
61	BIKE RACK	EA	12.00		12.00	$ 802.50	$ 9,630.00	6.00	$ 4,815.00	6.00	50.00%
62	PICNIC TABLE	EA	6.00		6.00	$ 3,595.17	$ 21,571.02	3.00	$ 10,785.51	3.00	50.00%
63	PICNIC TABLE (ADA)	EA	4.00		4.00	$ 3,595.25	$ 14,381.00	2.00	$ 7,190.50	2.00	50.00%
64	PLAY MOUND	SF	735.00		735.00	$ 25.25	$ 18,558.75	147.00	$ 3,711.75	588.00	20.00%

65	PEDESTRIAN BRIDGES	LS	1.00		1.00	$61,688.00	$ 61,688.00	0.50	$ 30,844.00	0.50	50.00%
66	LIMESTONE BLOCK	EA	4.00		4.00	$ 1,605.00	$ 6,420.00		$ -	4.00	0.00%
67	OUTCROPPING BORDER	EA	60.00		60.00	$ 1,926.00	$ 115,560.00		$ -	60.00	0.00%
68	BOULDER AT SPLASH PAD	EA	45.00		45.00	$ 1,070.00	$ 48,150.00		$ -	45.00	0.00%
69	SITE SHELTER	LS	1.00		1.00	$700,000.00	$ 700,000.00	0.80	$ 560,000.00	0.20	80.00%
70	SITE ELECTRICAL	LS	1.00		1.00	$357,018.00	$ 357,018.00	0.75	$ 267,763.50	0.25	75.00%
71	LANDSCAPE EDGING	LF	677.00		677.00	$ 10.92	$ 7,392.84		$ -	677.00	0.00%
72	MULCH	CY	117.00		117.00	$ 107.00	$ 12,519.00		$ -	117.00	0.00%
73	TREE PROTECTION FENCE	LF	601.00		601.00	$ 5.08	$ 3,053.08	601.00	$ 3,053.08	-	100.00%
74	ARCHED WATERFALL	LS	1.00		1.00	$55,640.00	$ 55,640.00		$ -	1.00	0.00%
A1	PARKING LOT LIGHTING	LS	1.00		1.00	$50,400.00	$ 50,400.00		$ -	1.00	0.00%
B1	POURED IN PLACE SURFACING (NORTH PLAYGROUND)	SF	3,630.00		3,630.00	$ 35.75	$ 129,772.50	1,815.00	$ 64,886.25	1,815.00	50.00%
B2	PLAYGROUND EQUIPMENT (NORTH PLAYGROUND)	LS	1.00		1.00	$174,341.00	$ 174,341.00	1.00	$ 174,341.00	-	100.00%
B3	PLAY MOUND	SF	943.00		943.00	$ 25.25	$ 23,810.75		$ -	943.00	0.00%
C1	PLAYGROUND EQUIPMENT (NATURE PLAYSCAPE)	LS	1.00		1.00	$202,884.00	$ 202,884.00	1.00	$ 202,884.00	-	100.00%
	CHANGE ORDER NO. 1										
101	WATER MAIN, TRENCHLESS, C900 PVC, 8 INCH	LF	-	70.00	70.00	$ 245.56	$ 17,189.20	70.00	$ 17,189.20	-	100.00%
102	SIDING WAINSCOT	LS	-	(1.00)	(1.00)	$ 2,400.00	$ (2,400.00)	(1.00)	$ (2,400.00)	-	100.00%
103	ADDITIONAL TREE REMOVAL (1ST REQUEST)	LS	-	1.00	1.00	$ 3,206.00	$ 3,206.00	1.00	$ 3,206.00	-	100.00%
104	ADDITIONAL TREE REMOVAL (2ND REQUEST)	LS	-	1.00	1.00	$ 3,740.00	$ 3,740.00	1.00	$ 3,740.00	-	100.00%
105	ADDITIONAL MOBILIZATION C01	LS	-	1.00	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	-	100.00%
	CHANGE ORDER NO. 2										
106	ADDITIONAL ELECTRIC, CHANGING STATION	LS	-	1.00	1.00	$ 1,904.00	$ 1,904.00	0.50	$ 952.00	0.50	50.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 3,750,661.59 $ 2,110,979.41 56.28%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 23, 2022	$ 194,840.25
2	September 27, 2022	$ 301,556.01
3	October 22, 2022	$ 432,887.97
4	November 27, 2022	$ 227,543.61
5	December 27, 2023	$ 512,447.01
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 1,669,274.85**

Record of Change Orders

No.	Date	Amount
1	August 9, 2022	$ 16,992.20
2	September 27, 2022	$ 1,904.00
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TOTAL **$ 18,896.20**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 28, 2022
Original Contract Time:	321.00
Added by Change Order:	
Contract Time to Date:	321.00
Time Used to Date:	301.00
Contract Time Remaining:	**20.00**

Date Printed: 4/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: GrimesPlex
Contractor: Edge Commercial, LLC
Address: 3155 SE Miehe Drive, Suite #2, Grimes, Iowa 50111
Finance Budget Code: 367-470-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: November 8, 2022 **Vendor #** 1334

Date of Council Meeting: April 25, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: January 1, 2023 Through: April 7, 2023

Contract Summary

Original Contract Amount:	$ 23,316,582.11			
Net change by Change Orders:	$ (6,806.60)			
Contract Amount to Date: (line 1 ± 2)		$ 23,309,775.51		
Total completed and stored to date:	$ 2,147,962.67			
Retainage: 5 % of Completed Work:	$ 107,398.13			
Total Earned less Retainage:		$ 2,040,564.54		
Less previous applications for payment:		$ 1,156,920.22		
SUBTOTAL			$	883,644.32
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	883,644.32
Balance to finish, including retainage:		$ 21,269,210.97		
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: Edge Commercial, LLC.
Firm Name
Signature
Date 4/17/23

Engineer / Consultant Approval: Civil Design Advantage
Firm Name
Signature
Date 4/17/23

City of Grimes Staff Approval:
Signature
Date 4-19-23

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: 4/18/2023

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
	EARTHWORK												
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	$28,000.00	$ 28,000.00	1.00	$ 28,000.00	$ -	$ 28,000.00	-	100.00%
2.02	TOPSOIL, ONSITE	CY	44,700.00		44,700.00	$ 12.53	$ 560,091.00	23,200.00	$ 290,696.00	$ -	$ 290,696.00	21,500.00	51.90%
2.03	EXCAVATION, CLASS 10 (ON-SITE)	CY	13,400.00		13,400.00	$ 8.58	$ 114,972.00	7,644.00	$ 65,585.52	$ -	$ 65,585.52	5,756.00	57.04%
2.04	BELOW GRADE EXCAVATION (CORE OUT)	CY	500.00		500.00	$ 24.00	$ 12,000.00		$ -	$ -	$ -	500.00	0.00%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	27,250.00		27,250.00	$ 3.05	$ 83,112.50		$ -	$ -	$ -	27,250.00	0.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	46,664.00		46,664.00	$ 2.70	$ 125,992.80		$ -	$ -	$ -	46,664.00	0.00%
2.07	SUBGRADE TREATMENT, 12 IN. DEPTH	SY	133,900.00		133,900.00	$ 9.22	$ 1,234,558.00	22,347.00	$ 206,039.34	$ -	$ 206,039.34	111,553.00	16.69%
2.08	COMPACTION TESTING	LS	1.00		1.00	$22,000.00	$ 22,000.00	0.15	$ 3,300.00	$ -	$ 3,300.00	0.85	15.00%
	TRENCH EXCAVATION AND BACKFILL												
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	$ 9,500.00	$ 9,500.00	0.50	$ 4,750.00	$ -	$ 4,750.00	0.50	50.00%
	SEWERS AND DRAINS												
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 6 IN. DIA.	LF	1,603.00		1,603.00	$ 67.37	$ 107,994.11	1,603.00	$ 107,994.11	$ -	$ 107,994.11	-	100.00%
4.02	SANITARY SEWER CLEANOUT	EA	5.00		5.00	$ 1,760.00	$ 8,800.00	3.00	$ 5,280.00	$ -	$ 5,280.00	2.00	60.00%
4.03	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	143.00		143.00	$ 48.95	$ 6,999.85		$ -	$ -	$ -	143.00	0.00%
4.04	STORM SEWER, TRENCHED, HDPE, 12 IN. DIA.	LF	244.00		244.00	$ 54.51	$ 13,300.44	100.00	$ 5,451.00	$ -	$ 5,451.00	144.00	40.98%
4.05	STORM SEWER, TRENCHED, HDPE, 18 IN. DIA.	LF	61.00		61.00	$ 80.33	$ 4,900.13		$ -	$ -	$ -	61.00	0.00%
4.06	STORM SEWER, TRENCHED, HDPE, 24 IN. DIA.	LF	287.00		287.00	$ 82.58	$ 23,700.46	287.00	$ 23,700.46	$ -	$ 23,700.46	-	100.00%
4.07	STORM SEWER, TRENCHED, PERFORATED HDPE, 12 IN. DIA.	LF	1,401.00		1,401.00	$ 61.85	$ 86,651.85		$ -	$ -	$ -	1,401.00	0.00%
4.08	STORM SEWER, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	LF	3,888.00		3,888.00	$ 64.30	$ 249,998.40		$ -	$ -	$ -	3,888.00	0.00%
4.09	STORM SEWER, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	LF	357.00		357.00	$ 66.11	$ 23,601.27		$ -	$ -	$ -	357.00	0.00%
4.10	STORM SEWER, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	LF	891.00		891.00	$ 89.79	$ 80,002.89		$ -	$ -	$ -	891.00	0.00%
4.11	STORM SEWER, TRENCHED, 12 IN. DIA.	LF	163.00		163.00	$ 53.37	$ 8,699.31	252.00	$ 13,449.24	$ -	$ 13,449.24	(89.00)	154.60%
4.12	STORM SEWER, TRENCHED, 15 IN. DIA.	LF	1,070.00		1,070.00	$ 62.99	$ 67,399.30	1,070.00	$ 67,399.30	$ -	$ 67,399.30	-	100.00%
4.13	STORM SEWER, TRENCHED, 18 IN. DIA.	LF	601.00		601.00	$ 62.90	$ 37,802.90	601.00	$ 37,802.90	$ -	$ 37,802.90	-	100.00%
4.14	STORM SEWER, TRENCHED, 24 IN. DIA.	LF	769.00		769.00	$ 85.83	$ 66,003.27	696.00	$ 59,737.68	$ -	$ 59,737.68	73.00	90.51%
4.15	STORM SEWER, TRENCHED, SLOTTED DRAIN, 12 IN. DIA.	LF	220.00		220.00	$ 790.91	$ 174,000.20		$ -	$ -	$ -	220.00	0.00%
4.16	PIPE APRON, CMP, 24 IN. DIA.	EA	1.00		1.00	$ 2,300.00	$ 2,300.00	1.00	$ 2,300.00	$ -	$ 2,300.00	-	100.00%
4.17	PIPE APRON GUARD	EA	1.00		1.00	$ 1,180.00	$ 1,180.00		$ -	$ -	$ -	1.00	0.00%
4.18	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN. DIA.	EA	2.00		2.00	$ 1,900.00	$ 3,800.00		$ -	$ -	$ -	2.00	0.00%
	WATER MAIN AND APPURTENANCES												
5.01	WATER MAIN, TRENCHED, PVC, 6 IN. DIA.	LF	895.00		895.00	$ 49.16	$ 43,998.20	1,025.00	$ 50,389.00	$ -	$ 50,389.00	(130.00)	114.53%
5.02	WATER SERVICE PIPE, TRENCHED, COPPER, 2 IN. DIA.	LF	925.00	(120.00)	805.00	$ 50.43	$ 40,596.15	805.00	$ 40,596.15	$ -	$ 40,596.15	-	100.00%
5.03	WATER SERVICE CURB STOP AND BOX, 2 IN. DIA.	EA	5.00	(1.00)	4.00	$ 1,950.00	$ 7,800.00	4.00	$ 7,800.00	$ -	$ 7,800.00	-	100.00%
5.04	FIRE HYDRANT ASSEMBLY	EA	2.00		2.00	$ 8,700.00	$ 17,400.00	2.00	$ 17,400.00	$ -	$ 17,400.00	-	100.00%
5.05	FIRE HYDRANT REMOVAL	EA	2.00		2.00	$ 1,575.00	$ 3,150.00	2.00	$ 3,150.00	$ -	$ 3,150.00	-	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWER												
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	7.00		7.00	$ 6,714.00	$ 46,998.00	6.00	$ 40,284.00	$ -	$ 40,284.00	1.00	85.71%
6.02	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA	18.00		18.00	$ 3,638.89	$ 65,500.02	3.00	$ 10,916.67	$ -	$ 10,916.67	15.00	16.67%
6.03	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	$ 5,900.00	$ 5,900.00		$ -	$ -	$ -	1.00	0.00%
6.04	MANHOLE, TYPE SW-402, 5 FT. X 5 FT. (STORM SEWER)	EA	1.00		1.00	$ 6,400.00	$ 6,400.00		$ -	$ -	$ -	1.00	0.00%
6.05	MANHOLE, TYPE SW-403 MODIFIED, 7 FT. X 4 FT. (STORM SEWER)	EA	1.00		1.00	$11,200.00	$ 11,200.00	1.00	$ 11,200.00	$ -	$ 11,200.00	-	100.00%
6.06	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	8.00		8.00	$ 3,318.75	$ 26,550.00	8.00	$ 26,550.00	$ -	$ 26,550.00	-	100.00%
6.07	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 48 IN. DIA.	EA	2.00		2.00	$ 4,000.00	$ 8,000.00	2.00	$ 8,000.00	$ -	$ 8,000.00	-	100.00%
6.08	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2.00		2.00	$ 5,775.00	$ 11,550.00	2.00	$ 11,550.00	$ -	$ 11,550.00	-	100.00%
6.09	INTAKE, TYPE SW-503, SINGLE GRATE INTAKE WITH MANHOLE	EA	2.00		2.00	$ 5,600.00	$ 11,200.00	2.00	$ 11,200.00	$ -	$ 11,200.00	-	100.00%
6.10	INTAKE, TYPE SW-504, SINGLE GRATE INTAKE WITH FLUSH-TOP MH	EA	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	$ -	$ 6,500.00	-	100.00%
6.11	INTAKE, TYPE SW-511, RECTANGULAR AREA INTAKE	EA	7.00		7.00	$ 4,285.71	$ 29,999.97	7.00	$ 29,999.97	$ -	$ 29,999.97	-	100.00%
6.12	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	3.00		3.00	$ 2,933.33	$ 8,799.99	2.00	$ 5,866.66	$ -	$ 5,866.66	1.00	66.67%
6.13	INTAKE, HDPE INLINE DRAIN, 24 IN. DIA.	EA	4.00		4.00	$ 3,825.00	$ 15,300.00		$ -	$ -	$ -	4.00	0.00%
6.14	INTAKE, HDPE INTAKE BASIN, 24 IN. DIA.	EA	6.00		6.00	$ 3,933.33	$ 23,599.98		$ -	$ -	$ -	6.00	0.00%
6.15	EXTERNAL DROP CONNECTION	EA	2.00		2.00	$17,700.00	$ 35,400.00	1.40	$ 24,780.00	$ -	$ 24,780.00	0.60	70.00%
6.16	MANHOLE ADJUSTMENT, MINOR	EA	9.00		9.00	$ 2,744.44	$ 24,699.96		$ -	$ -	$ -	9.00	0.00%
6.17	INTAKE ADJUSTMENT, MINOR	EA	1.00		1.00	$ 2,300.00	$ 2,300.00		$ -	$ -	$ -	1.00	0.00%
6.18	MANHOLE ADJUSTMENT, MAJOR	EA	1.00		1.00	$ 8,250.00	$ 8,250.00		$ -	$ -	$ -	1.00	0.00%
6.19	INTAKE ADJUSTMENT, MAJOR	EA	1.00		1.00	$13,440.00	$ 13,440.00		$ -	$ -	$ -	1.00	0.00%
6.20	CONNECTION TO EXISTING MANHOLE	EA	7.00		7.00	$ 6,571.43	$ 46,000.01	4.00	$ 26,285.72	$ -	$ 26,285.72	3.00	57.14%
6.21	CONNECTION TO EXISTING INTAKE	EA	2.00		2.00	$ 5,200.00	$ 10,400.00	2.00	$ 10,400.00	$ -	$ 10,400.00	-	100.00%
	STREETS AND RELATED WORK												
7.01	PAVEMENT, PCC, 8 IN.	SY	287.00		287.00	$ 62.72	$ 18,000.64		$ -	$ -	$ -	287.00	0.00%
7.02	PAVEMENT, PCC, 7 IN.	SY	414.00		414.00	$ 60.39	$ 25,001.46		$ -	$ -	$ -	414.00	0.00%
7.03	PAVEMENT, PCC, 6 IN.	SY	43,610.00		43,610.00	$ 47.24	$ 2,060,136.40		$ -	$ -	$ -	43,610.00	0.00%
7.04	CONCRETE MEDIAN	SY	45.00		45.00	$ 197.78	$ 8,900.10		$ -	$ -	$ -	45.00	0.00%
7.05	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	$30,000.00	$ 30,000.00		$ -	$ -	$ -	1.00	0.00%
7.06	REMOVAL OF CURB	LF	240.00		240.00	$ 22.92	$ 5,500.80	240.00	$ 5,500.80	$ -	$ 5,500.80	-	100.00%
7.07	SHARED USE PATH, PCC, 5 IN. WITH WELDED WIRE REINFORCEMENT (PLAZA)	SY	26,500.00		26,500.00	$ 63.85	$ 1,692,025.00		$ -	$ -	$ -	26,500.00	0.00%
7.08	SHARED USE PATH, PCC, 6 IN. (TRAIL)	SY	265.00		265.00	$ 64.15	$ 16,999.75		$ -	$ -	$ -	265.00	0.00%
7.09	SIDEWALK, PCC, 4 IN.	SY	500.00		500.00	$ 50.00	$ 25,000.00		$ -	$ -	$ -	500.00	0.00%
7.10	SIDEWALK, PCC, 5 IN. (CLASS A)	SY	2,100.00		2,100.00	$ 61.90	$ 129,990.00		$ -	$ -	$ -	2,100.00	0.00%
7.11	SIDEWALK, PCC, 6 IN. (RAMPS)	SY	270.00		270.00	$ 51.85	$ 13,999.50		$ -	$ -	$ -	270.00	0.00%
7.12	DETECTABLE WARNING	SF	325.00		325.00	$ 55.38	$ 17,998.50		$ -	$ -	$ -	325.00	0.00%
7.13	PAVEMENT REMOVAL	SY	40.00		40.00	$ 75.00	$ 3,000.00	10.00	$ 750.00	$ -	$ 750.00	30.00	25.00%
	TRAFFIC CONTROL AND SIGNALIZATION												
8.01	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	268.50		268.50	$ 113.15	$ 30,380.78		$ -	$ -	$ -	268.50	0.00%
8.02	PAINTED SYMBOLS AND LEGENDS	EA	31.00		31.00	$ 210.00	$ 6,510.00		$ -	$ -	$ -	31.00	0.00%
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 4,340.00	$ 4,340.00	0.50	$ 2,170.00	$ -	$ 2,170.00	0.50	50.00%
8.04	TEMPORARY PEDESTRIAN TRAFFIC CONTROL	LS	1.00		1.00	$ 2,712.00	$ 2,712.00	1.00	$ 2,712.00	$ -	$ 2,712.00	-	100.00%
8.05	TRAFFIC SIGNAGE	EA	40.00		40.00	$ 352.63	$ 14,105.20		$ -	$ -	$ -	40.00	0.00%
8.06	BOLLARDS	EA	145.00		145.00	$ 182.75	$ 26,498.75		$ -	$ -	$ -	145.00	0.00%
	SITE WORK AND LANDSCAPING												
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC	1.30		1.30	$ 5,000.00	$ 6,500.00		$ -	$ -	$ -	1.30	0.00%
9.02	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 3	AC	4.70		4.70	$ 1,193.62	$ 5,610.01		$ -	$ -	$ -	4.70	0.00%
9.03	CONVENTIONAL SEEDING, SEEDING, FERTILIZING TYPE 4 (TEMP SEED)	AC	52.70		52.70	$ 651.01	$ 34,308.23		$ -	$ -	$ -	52.70	0.00%
9.04	HYDRAULIC MULCHING (BFM)	AC	6.00		6.00	$ 4,883.33	$ 29,299.98		$ -	$ -	$ -	6.00	0.00%
9.05	SOD	SQ	1,082.00		1,082.00	$ 78.10	$ 84,504.20		$ -	$ -	$ -	1,082.00	0.00%
9.06	4 IN. METAL EDGE, LANDSCAPE BEDS	LF	1,302.00		1,302.00	$ 10.85	$ 14,126.70		$ -	$ -	$ -	1,302.00	0.00%
9.07	WOOD MULCH, LANDSCAPE BEDS	SF	11,962.00		11,962.00	$ 1.09	$ 13,038.58		$ -	$ -	$ -	11,962.00	0.00%
9.08	PLANTS, EVERGREEN TREES	EA	148.00		148.00	$ 486.49	$ 72,000.52		$ -	$ -	$ -	148.00	0.00%
9.09	PLANTS, ORNAMENTAL TREES	EA	57.00		57.00	$ 435.09	$ 24,800.13		$ -	$ -	$ -	57.00	0.00%
9.10	PLANTS, OVERSTORY TREES	EA	103.00		103.00	$ 541.75	$ 55,800.25		$ -	$ -	$ -	103.00	0.00%
9.11	PLANTS, SHRUBS	EA	92.00		92.00	$ 70.65	$ 6,499.80		$ -	$ -	$ -	92.00	0.00%
9.12	SWPPP MANAGEMENT	LS	1.00		1.00	$ 5,500.00	$ 5,500.00	0.25	$ 1,375.00	$ -	$ 1,375.00	0.75	25.00%
9.13	FILTER SOCKS, 12 IN.	LF	2,410.00		2,410.00	$ 3.61	$ 8,700.10	2,410.00	$ 8,700.10	$ -	$ 8,700.10	-	100.00%
9.14	FILTER SOCKS, REMOVAL	LF	2,410.00		2,410.00	$ 0.50	$ 1,205.00		$ -	$ -	$ -	2,410.00	0.00%
9.15	RIP RAP, CLASS E	TON	15.00		15.00	$ 212.67	$ 3,190.05		$ -	$ -	$ -	15.00	0.00%
9.16	SILT FENCE	LF	8,415.00		8,415.00	$ 1.43	$ 12,033.45	2,720.00	$ 3,889.60	$ -	$ 3,889.60	5,695.00	32.32%
9.17	SILT FENCE, REMOVAL OF DEVICE	LF	8,415.00		8,415.00	$ 0.19	$ 1,598.85	5,450.00	$ 1,035.50	$ -	$ 1,035.50	2,965.00	64.77%
9.18	STABILIZED CONSTRUCTION ENTRANCE	SY	800.00		800.00	$ 40.00	$ 32,000.00	800.00	$ 32,000.00	$ -	$ 32,000.00	-	100.00%
9.19	EROSION CONTROL MULCHING, STRAW	AC	52.70		52.70	$ 616.70	$ 32,500.09	46.00	$ 28,368.20	$ -	$ 28,368.20	6.70	87.29%
9.20	INLET PROTECTION DEVICE, DROP-IN	EA	44.00		44.00	$ 170.45	$ 7,499.80		$ -	$ -	$ -	44.00	0.00%
9.21	INLET PROTECTION DEVICE, MAINTENANCE	EA	44.00		44.00	$ 11.36	$ 499.84		$ -	$ -	$ -	44.00	0.00%

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
9.22	CHAIN LINK FENCE, BLACK VINYL, 6 FT. TALL	LF	12,920.00		12,920.00	$ 29.49	$ 381,010.80		$ -	$ -	$ -	12,920.00	0.00%
9.23	CHAIN LINK FENCE, BLACK VINYL, 8 FT. TALL	LF	1,200.00		1,200.00	$ 61.50	$ 73,800.00		$ -	$ -	$ -	1,200.00	0.00%
9.24	CHAIN LINK FENCE, BLACK VINYL, 10 FT. TALL	LF	1,455.00		1,455.00	$ 102.41	$ 149,006.55		$ -	$ -	$ -	1,455.00	0.00%
9.25	GATES, SWINGING, 6 FT. TALL X 12 FT. WIDE	EA	12.00		12.00	$ 1,741.67	$ 20,900.04		$ -	$ -	$ -	12.00	0.00%
9.26	GATES, SWINGING, 6 FT. TALL X 10 FT. WIDE	EA	2.00		2.00	$ 1,850.00	$ 3,700.00		$ -	$ -	$ -	2.00	0.00%
9.27	GATES, SWINGING, 8 FT. TALL X 4 FT. WIDE	EA	36.00		36.00	$ 1,222.22	$ 43,999.92		$ -	$ -	$ -	36.00	0.00%
9.28	TIE-BACK TENSION NETTING, 30 FT. TALL	EA	12.00		12.00	$74,955.42	$ 899,465.04		$ -	$ -	$ -	12.00	0.00%
9.29	TIE-BACK TENSION NETTING, 40 FT. TALL	EA	6.00		6.00	$95,208.75	$ 571,252.50		$ -	$ -	$ -	6.00	0.00%
9.30	BALL CONTROL NETTING, BRAIDED AND KNOTLESS, 14 FT. TALL	LF	3,155.00		3,155.00	$ 236.95	$ 747,577.25		$ -	$ -	$ -	3,155.00	0.00%
9.31	CONSTRUCTED DUGOUT ROOF, 8 FT. X 30 FT.	EA	24.00		24.00	$ 7,440.00	$ 178,560.00		$ -	$ -	$ -	24.00	0.00%
9.32	CONSTRUCTED DUGOUT ROOF, 8 FT. X 40 FT.	EA	12.00		12.00	$ 9,920.00	$ 119,040.00		$ -	$ -	$ -	12.00	0.00%
9.33	RETAINING WALL	SF	1,525.00		1,525.00	$ 69.51	$ 106,002.75	1,525.00	$ 106,002.75	$ -	$ 106,002.75	-	100.00%
9.34	SYNTHETIC TURF	SF	1,184,016.00		1,184,016.00	$ 6.14	$ 7,269,858.24		$ -	$ -	$ -	1,184,016.00	0.00%
	MISCELLANEOUS												
11.01	MOBILIZATION	LS	1.00		1.00	$15,000.00	$ 15,000.00	0.25	$ 3,750.00	$ -	$ 3,750.00	0.75	25.00%
11.02	CONCRETE WASHOUT	EA	2.00		2.00	$8,000.00	$ 16,000.00		$ -	$ -	$ -	2.00	0.00%
11.03	BASE BID ELECTRICAL	LS	1.00		1.00	$575,000.00	$ 575,000.00	-	$ -	$ -	$ -	1.00	0.00%
11.04	BID ALTERNATE 1 ELECTRICAL	LS	1.00		1.00	$870,000.00	$ 870,000.00		$ -	$ 86,600.00	$ 86,600.00	1.00	0.00%
11.06	BID ALTERNATE 4 ELECTRICAL	LS	1.00		1.00	$2,997,800.00	$ 2,997,800.00	0.20	$ 599,560.00	$ -	$ 599,560.00	0.80	20.00%
	CHANGE ORDER ITEMS												
12.01	TRACER WIRE AND TERMINAL	LS		1.00	1.00	$ 1,195.00	$ 1,195.00	1.00	$ 1,195.00	$ -	$ 1,195.00	-	100.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 23,309,775.51 $ 2,147,962.67 0.00%

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
	EARTHWORK										
2.01	CLEARING AND GRUBBING	LS				$ -	$28,000.00	0.00	-	$ -	0.00%
2.02	TOPSOIL, ONSITE	CY				$ -	$ 12.53	0.00	-	$ -	0.00%
2.03	EXCAVATION, CLASS 10 (ON-SITE)	CY				$ -	$ 8.58	0.00	-	$ -	0.00%
2.04	BELOW GRADE EXCAVATION (CORE OUT)	CY				$ -	$ 24.00	0.00	-	$ -	0.00%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY				$ -	$ 3.05	0.00	-	$ -	0.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY				$ -	$ 2.70	0.00	-	$ -	0.00%
2.07	SUBGRADE TREATMENT, 12 IN. DEPTH	SY				$ -	$ 9.22	0.00	-	$ -	0.00%
2.08	COMPACTION TESTING	LS				$ -	$22,000.00	0.00	-	$ -	0.00%
	TRENCH EXCAVATION AND BACKFILL										
3.01	TRENCH COMPACTION TESTING	LS				$ -	$ 9,500.00	0.00	-	$ -	0.00%
	SEWERS AND DRAINS										
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 6 IN. DIA.	LF				$ -	$ 67.37	0.00	-	$ -	0.00%
4.02	SANITARY SEWER CLEANOUT	EA				$ -	$ 1,760.00	0.00	-	$ -	0.00%
4.03	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF				$ -	$ 48.95	0.00	-	$ -	0.00%
4.04	STORM SEWER, TRENCHED, HDPE, 12 IN. DIA.	LF				$ -	$ 54.51	0.00	-	$ -	0.00%
4.05	STORM SEWER, TRENCHED, HDPE, 18 IN. DIA.	LF				$ -	$ 80.33	0.00	-	$ -	0.00%
4.06	STORM SEWER, TRENCHED, HDPE, 24 IN. DIA.	LF				$ -	$ 82.58	0.00	-	$ -	0.00%
4.07	STORM SEWER, TRENCHED, PERFORATED HDPE, 12 IN. DIA.	LF				$ -	$ 61.85	0.00	-	$ -	0.00%
4.08	STORM SEWER, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	LF				$ -	$ 64.30	0.00	-	$ -	0.00%
4.09	STORM SEWER, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	LF				$ -	$ 66.11	0.00	-	$ -	0.00%
4.10	STORM SEWER, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	LF				$ -	$ 89.79	0.00	-	$ -	0.00%
4.11	STORM SEWER, TRENCHED, 12 IN. DIA.	LF				$ -	$ 53.37	0.00	-	$ -	0.00%
4.12	STORM SEWER, TRENCHED, 15 IN. DIA.	LF				$ -	$ 62.99	0.00	-	$ -	0.00%
4.13	STORM SEWER, TRENCHED, 18 IN. DIA.	LF				$ -	$ 62.90	0.00	-	$ -	0.00%
4.14	STORM SEWER, TRENCHED, 24 IN. DIA.	LF				$ -	$ 85.83	0.00	-	$ -	0.00%
4.15	STORM SEWER, TRENCHED, SLOTTED DRAIN, 12 IN. DIA.	LF				$ -	$ 790.91	0.00	-	$ -	0.00%
4.16	PIPE APRON, CMP, 24 IN. DIA.	EA				$ -	$ 2,300.00	0.00	-	$ -	0.00%
4.17	PIPE APRON GUARD	EA				$ -	$ 1,180.00	0.00	-	$ -	0.00%
4.18	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN. DIA.	EA				$ -	$ 1,900.00	0.00	-	$ -	0.00%
	WATER MAIN AND APPURTENANCES										
5.01	WATER MAIN, TRENCHED, PVC, 6 IN. DIA.	LF				$ -	$ 49.16	0.00	-	$ -	0.00%
5.02	WATER SERVICE PIPE, TRENCHED, COPPER, 2 IN. DIA.	LF				$ -	$ 50.43	0.00	-	$ -	0.00%
5.03	WATER SERVICE CURB STOP AND BOX, 2 IN. DIA.	EA				$ -	$ 1,950.00	0.00	-	$ -	0.00%
5.04	FIRE HYDRANT ASSEMBLY	EA				$ -	$ 8,700.00	0.00	-	$ -	0.00%
5.05	FIRE HYDRANT REMOVAL	EA				$ -	$ 1,575.00	0.00	-	$ -	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWER										
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA				$ -	$ 6,714.00	0.00	-	$ -	0.00%
6.02	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA				$ -	$ 3,638.89	0.00	-	$ -	0.00%
6.03	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA				$ -	$ 5,900.00	0.00	-	$ -	0.00%
6.04	MANHOLE, TYPE SW-402, 5 FT. X 5 FT. (STORM SEWER)	EA				$ -	$ 6,400.00	0.00	-	$ -	0.00%
6.05	MANHOLE, TYPE SW-403 MODIFIED, 7 FT. X 4 FT. (STORM SEWER)	EA				$ -	$11,200.00	0.00	-	$ -	0.00%
6.06	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA				$ -	$ 3,318.75	0.00	-	$ -	0.00%
6.07	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 48 IN. DIA.	EA				$ -	$ 4,000.00	0.00	-	$ -	0.00%
6.08	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA				$ -	$ 5,775.00	0.00	-	$ -	0.00%
6.09	INTAKE, TYPE SW-503, SINGLE GRATE INTAKE WITH MANHOLE	EA				$ -	$ 5,600.00	0.00	-	$ -	0.00%
6.10	INTAKE, TYPE SW-504, SINGLE GRATE INTAKE WITH FLUSH-TOP MH	EA				$ -	$ 6,500.00	0.00	-	$ -	0.00%
6.11	INTAKE, TYPE SW-511, RECTANGULAR AREA INTAKE	EA				$ -	$ 4,285.71	0.00	-	$ -	0.00%
6.12	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA				$ -	$ 2,933.33	0.00	-	$ -	0.00%
6.13	INTAKE, HDPE INLINE DRAIN, 24 IN. DIA.	EA				$ -	$ 3,825.00	0.00	-	$ -	0.00%
6.14	INTAKE, HDPE INTAKE BASIN, 24 IN. DIA.	EA				$ -	$ 3,933.33	0.00	-	$ -	0.00%
6.15	EXTERNAL DROP CONNECTION	EA				$ -	$17,700.00	0.00	-	$ -	0.00%
6.16	MANHOLE ADJUSTMENT, MINOR	EA				$ -	$ 2,744.44	0.00	-	$ -	0.00%
6.17	INTAKE ADJUSTMENT, MINOR	EA				$ -	$ 2,300.00	0.00	-	$ -	0.00%
6.18	MANHOLE ADJUSTMENT, MAJOR	EA				$ -	$ 8,250.00	0.00	-	$ -	0.00%
6.19	INTAKE ADJUSTMENT, MAJOR	EA				$ -	$13,440.00	0.00	-	$ -	0.00%
6.20	CONNECTION TO EXISTING MANHOLE	EA				$ -	$ 6,571.43	0.00	-	$ -	0.00%
6.21	CONNECTION TO EXISTING INTAKE	EA				$ -	$ 5,200.00	0.00	-	$ -	0.00%
	STREETS AND RELATED WORK										
7.01	PAVEMENT, PCC, 8 IN.	SY				$ -	$ 62.72	0.00	-	$ -	0.00%
7.02	PAVEMENT, PCC, 7 IN.	SY				$ -	$ 60.39	0.00	-	$ -	0.00%
7.03	PAVEMENT, PCC, 6 IN.	SY				$ -	$ 47.24	0.00	-	$ -	0.00%
7.04	CONCRETE MEDIAN	SY				$ -	$ 197.78	0.00	-	$ -	0.00%
7.05	PCC PAVEMENT SAMPLES AND TESTING	LS				$ -	$30,000.00	0.00	-	$ -	0.00%
7.06	REMOVAL OF CURB	LF				$ -	$ 22.92	0.00	-	$ -	0.00%
7.07	SHARED USE PATH, PCC, 5 IN. WITH WELDED WIRE REINFORCEMENT (PLAZA)	SY				$ -	$ 63.85	0.00	-	$ -	0.00%
7.08	SHARED USE PATH, PCC, 6 IN. (TRAIL)	SY				$ -	$ 64.15	0.00	-	$ -	0.00%
7.09	SIDEWALK, PCC, 4 IN.	SY				$ -	$ 50.00	0.00	-	$ -	0.00%
7.10	SIDEWALK, PCC, 5 IN. (CLASS A)	SY				$ -	$ 61.90	0.00	-	$ -	0.00%
7.11	SIDEWALK, PCC, 6 IN. (RAMPS)	SY				$ -	$ 51.85	0.00	-	$ -	0.00%
7.12	DETECTABLE WARNING	SF				$ -	$ 55.38	0.00	-	$ -	0.00%
7.13	PAVEMENT REMOVAL	SY				$ -	$ 75.00	0.00	-	$ -	0.00%
	TRAFFIC CONTROL AND SIGNALIZATION										
8.01	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA				$ -	$ 113.15	0.00	-	$ -	0.00%
8.02	PAINTED SYMBOLS AND LEGENDS	EA				$ -	$ 210.00	0.00	-	$ -	0.00%
8.03	TEMPORARY TRAFFIC CONTROL	LS				$ -	$ 4,340.00	0.00	-	$ -	0.00%
8.04	TEMPORARY PEDESTRIAN TRAFFIC CONTROL	LS				$ -	$ 2,712.00	0.00	-	$ -	0.00%
8.05	TRAFFIC SIGNAGE	EA				$ -	$ 352.63	0.00	-	$ -	0.00%
8.06	BOLLARDS	EA				$ -	$ 182.75	0.00	-	$ -	0.00%
	SITE WORK AND LANDSCAPING										

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
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC				$ -	$ 5,000.00	0.00	-	$ -	0.00%
9.02	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 3	AC				$ -	$ 1,193.62	0.00	-	$ -	0.00%
9.03	CONVENTIONAL SEEDING, SEEDING, FERTILIZING TYPE 4 (TEMP SEED)	AC				$ -	$ 651.01	0.00	-	$ -	0.00%
9.04	HYDRAULIC MULCHING (BFM)	AC				$ -	$ 4,883.33	0.00	-	$ -	0.00%
9.05	SOD	SQ				$ -	$ 78.10	0.00	-	$ -	0.00%
9.06	4 IN. METAL EDGE, LANDSCAPE BEDS	LF				$ -	$ 10.85	0.00	-	$ -	0.00%
9.07	WOOD MULCH, LANDSCAPE BEDS	SF				$ -	$ 1.09	0.00	-	$ -	0.00%
9.08	PLANTS, EVERGREEN TREES	EA				$ -	$ 486.49	0.00	-	$ -	0.00%
9.09	PLANTS, ORNAMENTAL TREES	EA				$ -	$ 435.09	0.00	-	$ -	0.00%
9.10	PLANTS, OVERSTORY TREES	EA				$ -	$ 541.75	0.00	-	$ -	0.00%
9.11	PLANTS, SHRUBS	EA				$ -	$ 70.65	0.00	-	$ -	0.00%
9.12	SWPPP MANAGEMENT	LS				$ -	$ 5,500.00	0.00	-	$ -	0.00%
9.13	FILTER SOCKS, 12 IN.	LF				$ -	$ 3.61	0.00	-	$ -	0.00%
9.14	FILTER SOCKS, REMOVAL	LF				$ -	$ 0.50	0.00	-	$ -	0.00%
9.15	RIP RAP, CLASS E	TON				$ -	$ 212.67	0.00	-	$ -	0.00%
9.16	SILT FENCE	LF				$ -	$ 1.43	0.00	-	$ -	0.00%
9.17	SILT FENCE, REMOVAL OF DEVICE	LF				$ -	$ 0.19	0.00	-	$ -	0.00%
9.18	STABILIZED CONSTRUCTION ENTRANCE	SY				$ -	$ 40.00	0.00	-	$ -	0.00%
9.19	EROSION CONTROL MULCHING, STRAW	AC				$ -	$ 616.70	0.00	-	$ -	0.00%
9.20	INLET PROTECTION DEVICE, DROP-IN	EA				$ -	$ 170.45	0.00	-	$ -	0.00%
9.21	INLET PROTECTION DEVICE, MAINTENANCE	EA				$ -	$ 11.36	0.00	-	$ -	0.00%
9.22	CHAIN LINK FENCE, BLACK VINYL, 6 FT. TALL	LF				$ -	$ 29.49	0.00	-	$ -	0.00%
9.23	CHAIN LINK FENCE, BLACK VINYL, 8 FT. TALL	LF				$ -	$ 61.50	0.00	-	$ -	0.00%
9.24	CHAIN LINK FENCE, BLACK VINYL, 10 FT. TALL	LF				$ -	$ 102.41	0.00	-	$ -	0.00%
9.25	GATES, SWINGING, 6 FT. TALL X 12 FT. WIDE	EA				$ -	$ 1,741.67	0.00	-	$ -	0.00%
9.26	GATES, SWINGING, 6 FT. TALL X 10 FT. WIDE	EA				$ -	$ 1,850.00	0.00	-	$ -	0.00%
9.27	GATES, SWINGING, 8 FT. TALL X 4 FT. WIDE	EA				$ -	$ 1,222.22	0.00	-	$ -	0.00%
9.28	TIE-BACK TENSION NETTING, 30 FT. TALL	EA				$ -	$74,955.42	0.00	-	$ -	0.00%
9.29	TIE-BACK TENSION NETTING, 40 FT. TALL	EA				$ -	$95,208.75	0.00	-	$ -	0.00%
9.30	BALL CONTROL NETTING, BRAIDED AND KNOTLESS, 14 FT. TALL	LF				$ -	$ 236.95	0.00	-	$ -	0.00%
9.31	CONSTRUCTED DUGOUT ROOF, 8 FT. X 30 FT.	EA				$ -	$ 7,440.00	0.00	-	$ -	0.00%
9.32	CONSTRUCTED DUGOUT ROOF, 8 FT. X 40 FT.	EA				$ -	$ 9,920.00	0.00	-	$ -	0.00%
9.33	RETAINING WALL	SF				$ -	$ 69.51	0.00	-	$ -	0.00%
9.34	SYNTHETIC TURF	SF				$ -	$ 6.14	0.00	-	$ -	0.00%
	MISCELLANEOUS										
11.01	MOBILIZATION	LS				$ -	$15,000.00	0.00	-	$ -	0.00%
11.02	CONCRETE WASHOUT	EA				$ -	$ 8,000.00	0.00	-	$ -	0.00%
11.03	BASE BID ELECTRICAL	LS				$ -	$575,000.00	0.00	-	$ -	0.00%
11.04	BID ALTERNATE 1 ELECTRICAL	LS	$86,600.00			$86,600.00	$870,000.00	0.10	0.1	$ 86,600.00	100.00%
11.06	BID ALTERNATE 4 ELECTRICAL	LS	$131,250.00			$131,250.00	$ 2,997,800.00	0.04	-	$ -	0.00%
	CHANGE ORDER ITEMS										
12.01	TRACER WIRE AND TERMINAL	LS				$ -	$ 1,195.00	0.00	-	$ -	0.00%
						$ -	$ -				0.00%
						$ -	$ -				0.00%
						$ -	$ -				0.00%
						$ -	$ -				0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED MARTERIALS REMAINING TO DATE $217,850.00 $ 86,600.00 39.75%

Date printed: 4/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 13, 2022	$ 390,549.82
2	January 10, 2023	$ 766,370.40
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 1,156,920.22**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	$ (6,806.60)
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TOTAL **$ (6,806.60)**

Contract Time Remaining

Contract Period:	CALENDAR 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: 4/18/2023

RESOLUTION NO. 04-3523 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 25th 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

AGENDA ITEM: Forest & Associates

BACKGROUND: Repair of foundation block damaged caused by Graphite increasing contract $1,873.13

BUDGETARY CONSIDERATIONS: Increasing contract $1,873.13

STRATEGIC PLANNING:
Prioritized ____YES _____NO

*High-Performing Organization/Exception Professional Services_____

*Great Place to Live/Expanded Quality of Life Amenities _____

*Dynamic Town/Strong Sense of Community _____

*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION

Prepared by Rochelle Williams information provided by Evan Shaw INVISION

Copies of signed/recorded documents return to: _____

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	Grimes Public Library		
Contractor:	Forrest & Associates		
Address:	817 SW 9th Street, Des Moines, IA 50309		
Finance Budget Code:	350-410-6499	***Finance Project #***	0
Vendor Project or Invoice #:		***PO #***	0
Original Contract Date:	December 17, 2021	***Vendor #***	0

Change Order Number: 2

Change Order Date: April 17, 2023

Purpose of Change Order:

Corrective work needed at the foundation block. Included building a temporary enclosure and removing and reinstalling foundation block once repairs were made to the foundation wall.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	Foundation Block Repair (CE 017)	LS	1.00	$ 1,873.13	$ 1,873.13
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 2 makes the following adjustments to the contract:					**$ 1,873.13**

Contractor Accepted: Forrest & Associates
Firm Name

Signature _____ Date _____

Engineer Approved: INVISION Architecture
Firm Name

Signature _____ Date 04.18.23

Owner Accepted: City of Grimes

Signature _____ Title _____

Date _____

Attest for Owner:

Signature _____ Title _____

Date _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 317,587.00
1	November 1, 2022	$ 28,441.65
2	April 17, 2023	$ 1,873.13
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 347,901.78**

Date Printed: 4/17/2023

WEITZ

PCO #011

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X237400 - GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD
GRIMES, Iowa 50111

Prime Contract Potential Change Order #011: CE #017 - Foundation Block Scope due to Corrective Work

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	011 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/13 /2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #017 - Foundation Block Scope due to Corrective Work

CHANGE REASON: Backcharge

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #017 - Foundation Block Scope due to Corrective Work
Change event to capture rework for Forrest due to corrective work needed at the foundation wall. Forrest built a temp enclosure, removed and reinstalled foundation block once Graphite had repairs made to the foundation wall.

Forrest work was tracked on field work order tickets: $1,873.13

- FWO 7019 signed 12/16/22, $1,525.86
- FWO 1219 signed 12/19/22, $347.27

Graphite: ($1,873.13)

ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	04-000400.2500 - BP #03 - Forrest & Associates	Foundation Block Rework - FWO 7019 & 1219	Commitment	$ 1,873.13
2	GRIMES LIB PRIME CONTRACT VOL.	03-000300.2500 - BP #02 - Graphite Group	B/C Foundation Block Rework by Forrest	Commitment	($1,873.13)
				Subtotal:	$0.00
				Grand Total:	$0.00

WEITZ

PCO #011

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Evan Shaw (INVISION ARCHITECTURE)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 4/13/2023
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

CE 017

Forrest & Associate INC.

Quality Masonry Renovation/Construction Since 1960

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

INVOICE No. 13948

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

DATE December 19 2022
JOB NO 221005
LOCATION Grimes Public Library

email >>> kara.devenney@weitz.com

Extra

DATE	DESCRIPTION		AMOUNT
	Work Order7019		
		** Labor	$ 1,116.63
		** Materials	$ 344.54
		** Equipment	$ 145.00
			$ -
			$ 1,606.16
		Total Due	$ 1,606.16
		Less 5% Retainer	$ (80.31)
			$ 1,525.86

F&AINVOICE REQUEST**

Job # 221005

Description: Grimes Public Library

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

Email kara.devenney@weitz.com

Date: December 19, 2022

May 1 2021 to April 30, 2022

Hours	Description	Contract Wages	Fringes	Total Wages	Total Fringes
8.00	BL Foreman	$ 34.38	$ 16.74	$ 275.04	$ 133.92
0.00	FM OT	$ 51.57	$ 16.74	$ -	$ -
0.00	FM DT	$ 68.76	$ 16.74	$ -	$ -
0.00	FM OT PREM	$ 17.19		$ -	$ -
0.00	FM DT PREM	$ 34.38		$ -	$ -
0.00	BL Jny	$ 33.38	$ 16.74	$ -	$ -
0.00	JNY--OT	$ 50.07	$ 16.74	$ -	$ -
0.00	JNY--DT	$ 66.76	$ 16.74	$ -	$ -
0.00	JNY-OT PREM	$ 16.69		$ -	$ -
0.00	JNY-DT PREM	$ 33.38		$ -	$ -
9.00	LBR Jny	$ 27.05	$ 14.19	$ 243.45	$ 127.71
0.00	LB--OT	$ 40.58	$ 14.19	$ -	$ -
0.00	LB--DT	$ 54.10	$ 14.19	$ -	$ -
0.00	LB-OT PREM	$ 13.53		$ -	$ -
0.00	LB-DT PREM	$ 27.05		$ -	$ -
0.00	SUPER	$ 46.41	$ 6.20	$ -	$ -
17.00	Regular			$ 518.49	$ 261.63
0.00	OT	PR/TX/INS 36%		$ 186.66	
0.00	DT	FRINGES		$ 261.63	
0.00	Prem OT			$ 966.78	
17.00	Prem DT	O/H 10%		$ 96.68	
17.00				$ 1,063.45	
		PROFIT 5%		$ 53.17	
		Gross Labor		$ 1,116.63	<<<<
		Total Materials		$ 298.30	
		O/H 10%		$ 29.83	
				$ 328.13	
		PROFIT 5%		$ 16.41	
		Gross Materials		$ 344.54	<<<<
		Equipment		$ 145.00	<<<<

REF #	VENDOR	EQUIP	MATLS
221221			$ 298.30
	1-Ton	$ 90.00	
	Generator	$ 55.00	
Rented Equip Inv Attached >>>		$ 145.00	$ 298.30

$ 1,606.16	Sub Total	
Bond		
$ -	$0.0090	
$ 1,606.16	Total Due	

Description:

LABOR & MATERIALS FOR:

Work Order7019

INVOICE BREAKDOWN

Breakdown:

**Labor/Adj
$ 1,116.63

**Materials
$ 344.54

**Equipment
$ 145.00

$ -

Total	$ 1,606.16
LESS	
Previously Billed	$ -
Sub Total***	$ 1,606.16
Retainor	
5%	$ (80.31)
Total Due	$ 1,525.86

Forrest & Associate Inc
817 SW 9th ST
Des Moines, Iowa 50309-4579
Phone (515) 283-0497 Fax (515) 283-0514

WORK ORDER

No: 7019

Date 12-16-22 Job: Grimes Library

Bill to: Weitz

Foremans signature

Please furnish all Materials & Labor necessary to complete the following work listed below. Bill charges to our account as shown above.

Sheltered and Heated work area
Demoed broken block out
Re layed area that needed replaced
loaded truck with materials needed
Cleaned work area
Not complete

Total Hours:

Reg	OT	DT	
4			Bricklayers
4			Laborers
			Crane Operator - Class 1
			Lbr Yard (deliveries)/Other
			Supervision

("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")

("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")

MATERIALS:

1-roll heavy duty poly
100 lb tank of propane / potbelly heater
4-16' 2x4 / 20pcs 8ft
50 - 16 penny nails / 50 16 penny nails
2-6' frames / 2-7' braces / 2- Alum. Plank
10-8' Plank / 4-mud sills / 4 screw Jack
wheel barrow / shovel / tie wire
Chipping bit / drop cord / 4" blade
14" saw blade
Gas for truck & saw / generator
10-4' CMU / 3 bags type S mortar

EQUIPMENT: (#of hours used)

Crane	
Forklift	
Grinder	#67
Saw	
Truck	#1
Scaffold-pcs	
SDS drill	#22
Saw	#53
Demo Hammer	#27
Generator	#32

>>>> *If not listed above - may be completed by office. >>>> **Wintertime equip on separate form

(NOTE: The work covered by this order shall be performed under the same terms and conditions as that included in the Original Contract.)

SIGNED: [signature]

DATE: 12-16-22

**white copy for F&A Office **yellow copy to Contractor

Hot off the Press Printing 515.243.5309

F004 **FORREST & ASSOCIATE Inc.**

December Yard Stock Inventory

Monthly on 24th

PO # 2212 21
(yy/mm)

Job #	221005

Grimes Public Library
(Job Name)

TaxExempt Y

WO # / NOTE	Ordered By	Date
WO7019	SB	12/17/2022

U/M	Phase	Description	QTY	Price/Each	
Roll	770	Reinforced Poly 20' X 100'	0.5	142.00	$ 71.00
Ea	770	Propane #100	1	105.00	$ 105.00
lb	402	Nails-16 Penny	1	2.50	$ 2.50
lb	402	Nails-6 Penny	1	2.50	$ 2.50
Roll	770	Tie Wire	1	4.33	$ 4.33
Ea	400	SDS Bit, Chipping	0.25	16.50	$ 4.13
Ea	400	Blade, 5" Grinder	0.2	47.00	$ 9.40
Ea	400	Diamond Blade 14"	0.2	196.49	$ 39.30
Ea	221	CMU 4"	10	1.26	$ 12.60
Bag	620	Mortar 80# Type S	3	8.00	$ 24.00
Gal	436	Gas	0.5	4.32	$ 2.16
Gal	436	Gas, Mixed	0.5	11.78	$ 5.89
Ea	540	Planks 2 X 4-16 FT Long	4	2.00	$ 8.00
Bundle	770	Lathe	1	5.00	$ 5.00
Ea	770	Wind Clips	10	0.25	$ 2.50
				S-Total	$ 298.30
				Total	$ 298.30



Forrest & Associate INC.

Quality Masonry Renovation/Construction Since 1960

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

INVOICE No. 13960

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

DATE January 03 2023
JOB NO 221005
LOCATION Grimes Public Library

email >>> kara.devenney@weitz.com

Extra

DATE	DESCRIPTION	AMOUNT
	WO 1219	
	** Labor	$ 275.55
	** Materials	$ -
	** Equipment	$ 90.00
		$ -
		$ 365.55
	Total Due	$ 365.55
	Less 5% Retainer	$ (18.28)
		$ 347.27

F&AINVOICE REQUEST**

Job # 221005

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

Description: Grimes Public Library

Email kara.devenney@weitz.com

Date: January 3, 2023

May 1 2021 to April 30, 2022

Hours	Description	Contract Wages	Fringes	Total Wages	Total Fringes
0.00	BL Foreman	$ 34.38	$ 16.74	$ -	$ -
0.00	FM OT	$ 51.57	$ 16.74	$ -	$ -
0.00	FM DT	$ 68.76	$ 16.74	$ -	$ -
0.00	FM OT PREM	$ 17.19		$ -	$ -
0.00	FM DT PREM	$ 34.38		$ -	$ -
0.00	BL Jny	$ 33.38	$ 16.74	$ -	$ -
0.00	JNY--OT	$ 50.07	$ 16.74	$ -	$ -
0.00	JNY--DT	$ 66.76	$ 16.74	$ -	$ -
0.00	JNY-OT PREM	$ 16.69		$ -	$ -
0.00	JNY-DT PREM	$ 33.38		$ -	$ -
4.00	LBR Jny	$ 27.05	$ 14.19	$ 108.20	$ 56.76
0.00	LB--OT	$ 40.58	$ 14.19	$ -	$ -
0.00	LB--DT	$ 54.10	$ 14.19	$ -	$ -
0.00	LB-OT PREM	$ 13.53		$ -	$ -
0.00	LB-DT PREM	$ 27.05		$ -	$ -
0.50	SUPER	$ 46.41	$ 6.20	$ 23.21	$ 3.10
4.50	Regular			$ 131.41	$ 59.86
0.00	OT	PR/TX/INS	36%	$ 47.31	
0.00	DT	FRINGES		$ 59.86	
0.00	Prem OT			$ 238.57	
4.50	Prem DT	O/H	10%	$ 23.86	
4.50				$ 262.43	
		PROFIT	5%	$ 13.12	
		Gross Labor		$ 275.55	<<<<
		Total Materials		$ -	
		O/H	10%	$ -	
				$ -	
		PROFIT	5%	$ -	
		Gross Materials		$ -	<<<<
		Equipment		$ 90.00	<<<<

REF #	VENDOR	EQUIP	MATLS
	Truck	$ 90.00	
Rented Equip Inv Attached >>>		$ 90.00	$ -

$ 365.55	Sub Total
	Bond
$ -	$0.0090
$ 365.55	Total Due

Description:

LABOR & MATERIALS FOR:
WO 1219

INVOICE BREAKDOWN

Breakdown:
**Labor/Adj
$ 275.55
**Materials
$ -
**Equipment
$ 90.00

$ -

Total	$ 365.55
LESS	
Previously Billed	$ -
Sub Total***	$ 365.55
Retainer	
5%	$ (18.28)
Total Due	$ 347.27

Forrest & Associate Inc
817 SW 9th ST
Des Moines, Iowa 50309-4579
Phone (515) 283-0497 Fax (515) 283-0514

WORK ORDER
No: **1219**

Date W/E 12/24/22 Job: **GRIMES PUBLIC LIBRARY - 221005**

Bill to: **WEITZ COMPANY**

Foremans signature

IN ADDITION TO PREVIOUS WORK ORDER 7019

Removed the shelter erected from previous work order 7019
Cleaned up and removed all equipment from the job

See Yard List for Deliveries

Total Hours:

Reg	OT	DT	
			Bricklayers
2			Laborers
			Crane Operator - Class 1
2			Lbr Yard (deliveries)/Other (**TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK**)
0.5			Supervision (**TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK**)

MATERIALS:

EQUIPMENT: (#of hours used)

TRUCK	#3
FORLIFT	
DIESEL	
GASOLINE	
MIX GAS	
QUICKIE SAW	
GENERATOR	
GRINDER AND VAC	
SDS DRILL	
DEMO HAMMER	

>>>> *If not listed above - may be completed by office. >>>> **Wintertime equip on separate form

(NOTE: The work covered by this order shall be performed under the same terms and conditions as that included in the Original Contract.)

SIGNED: Doug Reeves DATE: 12-19-22

**white copy for F&A Office **yellow copy to Contractor

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

CITY COUNCIL COMMUNICATION

AGENDA ITEM: Change Order #2 AMC Mechanical

BACKGROUND: Repair of damaged piping caused by Graphite. Change of a mechanical unit to a type that can be serviced from the bottom rather than the side due to clearance issues that could not be predicted until construction was underway. Increasing contract $1,853.13

BUDGETARY CONSIDERATIONS: Increase contract $1,853.13

STRATEGIC PLANNING:
Prioritized ____YES _____NO

*High-Performing Organization/Exception Professional Services_____

*Great Place to Live/Expanded Quality of Life Amenities _____

*Dynamic Town/Strong Sense of Community _____

*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION

Prepared by; Rochelle Williams – information provided by Evan Shaw - INVISION

CHANGE ORDER FORM

CITY OF GRIMES

Project Title: Grimes Public Library
Contractor: AMC Mechanical Group
Address: 107 Vermeer Road Pella, IA 50219
Finance Budget Code: 350-410-6499 ***Finance Project #*** 0
Vendor Project or Invoice #: ***PO #*** 0
Original Contract Date: December 17, 2021 ***Vendor #*** 0

Change Order Number: 2

Change Order Date: April 17, 2023

Purpose of Change Order:

Changing to bottom controls on the air coils. Repair of plumbing pipes broken during steel erection.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 018 Air Coils - changing to bottom controls	LS	1.00	$ 948.76	$ 948.76
3	CE 019 Repair of broken plumbing pipes	LS	1.00	$ 904.37	$ 904.37
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 2 makes the following adjustments to the contract:					**$ 1,853.13**

Contractor Accepted: AMC Mechanical Group
Firm Name

Signature Date

Engineer Approved:
Firm Name

Signature Date

Owner Accepted: City of Grimes

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,021,690.00
1	September 14, 2022	$ 4,285.00
2	April 17, 2023	$ 1,853.13
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 1,027,828.13**

Date Printed: 4/17/2023

WEITZ

PCO #012

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X237400 - GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD
GRIMES, Iowa 50111

Prime Contract Potential Change Order #012: CE #018 - Air Coils - Change to Bottom Controls

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	012 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/13 /2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$948.76

POTENTIAL CHANGE ORDER TITLE: CE #018 - Air Coils - Change to Bottom Controls

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #018 - Air Coils - Change to Bottom Controls
2/8/23: AMC Mechanical: $959.50
Through coordination with IMEG controls for (3) of the air coils were changed from side mount to bottom mount. Bottom mount controls are a special order option which comes with an approximately 20% price increase.

2/15/23: Received additional price breakdown. AMC provided a revised proposal which includes the 1% bond cost in the 10%OH cost, so new change request is $948.76.

2/16/23: Received approval from the design team and notified AMC to release the order.

ATTACHMENTS:
Proposal - Air Coils Price Increase with breakout.pdf

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	00-002200.2500 - BP #11 - AMC Mechanical	Air Coils - Change to bottom mount controls	Commitment	$ 948.76
				Subtotal:	**$948.76**
				Grand Total:	**$948.76**

WEITZ

PCO #012

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Evan Shaw (INVISION ARCHITECTURE)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 4/13/2023
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

CE 08

PROPOSAL

AMC MECHANICAL GROUP

107 VERMEER ROAD PELLA, IOWA 50219

PROPOSAL SUBMITTED TO:	JOB NAME:	DATE:
Weitz	GRIMES PUBLIC LIBRARY	02/16/23
STREET:	JOB LOCATION:	
CITY, STATE, AND ZIP CODE:	ATTENTION:	PHONE/EMAIL:

We submit for your consideration the following scope of work:

AMC Mechanical Group will provide material and labor to for the below listed Project.

For: Price Increase for Air Coils – There has been a lot of communication with Keith Padgett with IMEG on Air coils from the beginning as there were issue with getting them to fit in the ceiling space. After months of coordination and discussions we can now release these. With it taking so much time to get them released there is still a price increase to pass on.

See Attached breakdown

Labor	0 @ $72	$ 0.00
Material Costs		$822.51
Project Management		$ 0.00
Overhead	@ 10%	$ 81.45
Profit	@ 5%	$ 44.80

Total Add: $948.76

Acceptance of the proposals shall constitute a change in the contract.

Dated: _____

Respectfully submitted,
AMC Mechanical Group

By: _____

By: _____

WEITZ

PCO #013

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X237400 - GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD
GRIMES, Iowa 50111

Prime Contract Potential Change Order #013: CE #019 - Plumbing Pipes Broken during Steel Erection

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	013 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/13 /2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #019 - Plumbing Pipes Broken during Steel Erection

CHANGE REASON: Backcharge

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #019 - Plumbing Pipes Broken during Steel Erection
1/11/23: Weitz email notifying affected primes of (2) broken pipes in the building pad. Damage occurred during steel erection and was reviewed with steel erector foreman. Repair work slated for 1/13/23.

1/31/23: AMC Mechanical: $913.41
(1) 3" line and (1) 4" line repaired
1% bond is on top of 10% markup, so adjusting it down by bond cost = $904.37

Backcharge to Graphite: ($904.37)

2/16/23 Emailed with AMC to confirm backcharge amount with bond removed.

ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	00-002200.2500 - BP #11 - AMC Mechanical	Repair (2) Broken Pipes damaged by Steel Erector	Commitment	$ 904.37
2	GRIMES LIB PRIME CONTRACT VOL.	03-000300.2500 - BP #02 - Graphite Group	Backcharge for repair of (2) broken pipes damaged during steel erection	Commitment	($904.37)
				Subtotal:	$0.00
				Grand Total:	**$0.00**

WEITZ

PCO #013

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Evan Shaw (INVISION ARCHITECTURE)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 4/13/2023
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

CE 019

Stephanie Morrison

From: Kyle Anderson <kanderson@amcmechgroup.com>
Sent: Tuesday, January 31, 2023 9:22 AM
To: Doug Reeves; Stephanie Morrison
Cc: Derek Hoyt; Kirk Crittenden; Loren Miller
Subject: RE: GPL - Broken Pipe near GL 3.5-4
Attachments: Proposal - Broken Pipes.pdf

Good Morning, Please see attached CO for fixing the broken pipes.

Thank you,

Kyle Anderson
(641) 780-1824
107 Vermeer Road
Pella, IA 50219

From: Loren Miller <Lmiller@amcmechgroup.com>
Sent: Thursday, January 12, 2023 6:52 AM
To: Kyle Anderson <kanderson@amcmechgroup.com>; Pat Hart <phart@amcmechgroup.com>
Cc: Derek Hoyt <dhoyt@amcmechgroup.com>; Michelle Watson <Mwatson@amcmechgroup.com>; Kirk Crittenden <Kirk@amcmechgroup.com>
Subject: FW: GPL - Broken Pipe near GL 3.5-4

FYI

Loren Miller
(515) 227- 8379
107 Vermeer Road
Pella, IA 50219

From: Doug Reeves <
Sent: Wednesday, January 11, 2023 4:41 PM
To: 'Joe Goodman' <jgoodman@graphitegrp.com>; Dustin Fisher <dfisher@graphitegrp.com>; shane.acesteel@gmail.com; Loren Miller <Lmiller@amcmechgroup.com>
Cc: Stephanie Morrison <
Subject: FW: GPL - Broken Pipe near GL 3.5-4

Good afternoon all
I need to report that there were two in ground pipes broken off in the 10 weeks that Ace was setting structural steel. One pipe was broken off Dec 1, and the other was broken on Dec 8. (or there about). Shane and I talked about both

pipes when I discovered they were broken and I made the plumber aware as well. As the picture indicates both pipes are full of rock that will need to be sucked out. This work is scheduled for Friday morning. After talking to the plumbers today I am pretty sure there will be a cost to the work that they will submit.
If it's any consolation, Ace got through ¾ of their work before a pipe was broken, and I think both pipes were broken by hands that had just arrived that day.

From: Emily Ford <Emily.Ford@weitz.com>
Sent: Wednesday, January 11, 2023 3:56 PM
To: Doug Reeves <Doug.Reeves@weitz.com>
Subject: GPL - Broken Pipe near GL 3.5-4

See attached!

EMILY FORD
Project Engineer

The Weitz Company, LLC
611 5th Ave, Suite 300, Des Moines, IA 50309
c: 515.339.5849 | e: emily.ford@weitz.com



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PROPOSAL

AMC MECHANICAL GROUP

107 VERMEER ROAD PELLA, IOWA 50219

PROPOSAL SUBMITTED TO:	JOB NAME:	DATE:
Weitz	Grimes Library	01/31/23
STREET:	JOB LOCATION:	
CITY, STATE, AND ZIP CODE:	ATTENTION:	PHONE/EMAIL:

We submit for your consideration the following scope of work:

AMC Mechanical Group will provide material and labor to for the below listed Project.

For: 3 - Broken Pipes at Grimes Library – Lack of watching for pipes could have been avoided

1- 3"
2- 4"

Dig up repair pipes and shop vac pipes out.

Labor	8	@ 72	$ 576.00
Material Costs			$ 207.00
Overhead		@ 10%	$ 78.30
Profit		@ 5%	$ 43.07
Bond		@ 1%	$ 9.04

- to be included in 10% OH

Total Add: 913.41 → $904.37

2/16/23 - Emailed AMC to confirm they agree w/markup. Kyle emailed back he agrees

Acceptance of the proposals shall constitute a change in the contract.

Dated: _____

Respectfully submitted,
AMC Mechanical Group

By: _____

By: _____

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

CITY COUNCIL COMMUNICATION

AGENDA ITEM: Graphite Construction

BACKGROUND: Back charge for piping repair in Change Order 2 to AMC Mechanical $904.37 (no charge to City) Back charge for foundation block repair in Change Order 2 to Forrest & Associates $1,873.13 (no charge to City) Additional signage needed for roof access, exit stair and sprinkler riser. These signs were not included in the bid scope, but are necessary increasing contract $324.83 Net change decreasing contract $2,452.67

($1,873.13)
($904.37)
$324.83
($2,452.67) decrease

BUDGETARY CONSIDERATIONS: Net change decreasing contract $2,452.67

STRATEGIC PLANNING:
Prioritized ____YES _____NO

*High-Performing Organization/Exception Professional Services_____

*Great Place to Live/Expanded Quality of Life Amenities _____

*Dynamic Town/Strong Sense of Community _____

*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION

Prepared by; Rochelle Williams – information provided by Evan Shaw - INVISION

CHANGE ORDER FORM

CITY OF GRIMES

Project Title: Grimes Public Library
Contractor: Graphite
Address: 1955 NE 58th Avenue Suite 100, Des Moines IA 50313
Finance Budget Code: 350-410-6499 **Finance Project #** 0
Vendor Project or Invoice #: **PO #** 0
Original Contract Date: December 17, 2021 **Vendor #** 0

Change Order Number: 4

Change Order Date: April 17, 2023

Purpose of Change Order:

Backcharge for foundation wall block rework. Backcharge for repair of plumbing pipes broken during steel erection. Additional signage per reviewed signage submittal.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 017 Backcharge for foundation block work	LS	1.00	$ (1,873.13)	$ (1,873.13)
3	CE 019 Backcharge for broken plumbing pipes	LS	1.00	$ (904.37)	$ (904.37)
4	CE 023 Additional signage	LS	1.00	$ 324.83	$ 324.83
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -

Change Order Number: 4 makes the following adjustments to the contract: $ (2,452.67)

Contractor Accepted: Graphite
Firm Name

Signature Date

Engineer Approved: INVISION Architecture
Firm Name

Signature 04.18.23
Date

Owner Accepted: City of Grimes

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 2,665,000.00
1	August 9, 2022	$ 6,582.77
2	September 14, 2022	$ 40,245.50
3	January 19, 2023	$ (1,909.65)
4	April 17, 2023	$ (2,452.67)
5		
6		
7		
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12		
13		
14		
15		

Revised Contract Amount $ 2,707,465.95

Date Printed: 4/17/2023

PCO #014

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X237400 - GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD
GRIMES, Iowa 50111

Prime Contract Potential Change Order #014: CE #023 - Additional Signage per Approved Submittals

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	014 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/13 /2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$324.83

POTENTIAL CHANGE ORDER TITLE: CE #023 - Additional Signage per Approved Submittals

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #023 - Additional Signage per Approved Submittals
Additional signage requested per markups on approved signage submittals.
3/21/23: Graphite: $324.83

- Roof Access sign
- Vinyl Sprinkler Riser
- Exit Stair sign
- Associated installation

ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	03-000300.2500 - BP #02 - Graphite Group	Additional Signage per approved submittals	Commitment	$ 324.83
				Subtotal:	$324.83
				Grand Total:	$324.83

WEITZ

PCO #014

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Evan Shaw (INVISION ARCHITECTURE)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 4/13/2023
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

CE 023

Stephanie Morrison

From: Emily Ford
Sent: Tuesday, March 21, 2023 4:15 PM
To: Stephanie Morrison
Subject: FW: GRIMES PUBLIC LIBRARY - COR 006 - SIGNAGE CHANGES
Attachments: COR 006 - SIGNAGE CHANGES - COMBINED.pdf; 10 14 00-3.0 Signage Schedule- Weitz Clarification.pdf

Steph-
See attached for a new COR from Graphite. Signage shops, schedule, and samples were returned as AAN in November. Graphite recently sent in updated shop drawings to confirm the comments on the previous, those were returned AAN on 2/23/23.
These are all legit additions vs. what was shown on the bid documents, per comments on Rev. 0 of the signage schedule, also attached.

EMILY FORD
Project Engineer

The Weitz Company, LLC
611 5th Ave, Suite 300, Des Moines, IA 50309
C: 515.339.5849 E: emily.ford@weitz.com

WEITZ /// BUILD A BETTER WAY.

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From: Jennifer Baker <jlynchbaker@graphitegrp.com>
Sent: Tuesday, March 21, 2023 2:49 PM
To: Emily Ford <Emily.Ford@weitz.com>
Cc: 'Joe Goodman' <jgoodman@graphitegrp.com>
Subject: GRIMES PUBLIC LIBRARY - COR 006 - SIGNAGE CHANGES

Emily-
Please see attached COR 006. Signage Changes due to shop drawing markups.

GRAPHITE CONSTRUCTION GROUP

JENNIFER BAKER | PROJECT COORDINATOR
Cell Phone 515.330.9821
1955 NE 58th Avenue, STE 100
Des Moines, Iowa 50313
jlynchbaker@GraphiteGRP.com

DATE: 3/21/2023

CHANGE ORDER REQUEST 006

ATTN: Stephanie Morrison

PROJECT: Grimes Public Library

TO: WEITZ

FROM: Jennifer Baker

THE FOLLOWING PROPOSAL IS BASED ON:

Added cost to signage due to markups on shop drawings

Materials, Labor (ASI Signage)	$	305.00
OH&P (5%)	$	15.25
BOND AND INSURANCE (1.5%)	$	4.58
GRAND TOTAL	$	**324.83**

The Contract Sum will be **Increase** by this change in the amount of $ **324.83**

APPROVED BY: _____ DATE: _____

ORGANIZATION: _____

Change Order Request

Signage Innovations™

Graphite Construction Group
19955 NE 58TH Ave Suite 100
Des Moines, IA 50313
ATTN: Jennifer Baker

Date: 1.19.23
Change Order Request No: 1-RV
Contract/Job No:
ASI Project No: 202525/305

Project: Grimes Public Library

Item	Description:	Price	QTY.	Total
1	Addition of Roof Access Sign (ST 1.2)	$105.00	1	$105.00
2	Addition of Vinyl Sprinkler Rise (ST 3.1)	$25.00	1	$25.00
3	Additional Exit Stair signs (ST 3.7)	$65.00	2	$130.00
4	Install for additional signs	$45.00	1	$45.00
5				
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13				

Contract Sum will Increase/Decrease $305.00

Submitted By: Holly Jensen

ASI will commence with these changes once a valid change order has been received and validated by our accounting department. Verbal, email or other forms of notices to proceed, generally will not be accepted as formal approval to proceed with these changes.

Estimated lead time is 8 weeks from ASI change order approval.

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

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/23

AGENDA ITEM: SE Trail Ridge Road Reconstruction, Change Order.

BACKGROUND: A change order request has been made for the SE Trail Ridge Road Reconstruction project. The purpose and details are as follows:

- Additional Tree for Removal
    - Removal of an additional tree along SE Trail Ridge Road.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $2,420.00.

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: SE Trail Ridge Road Reconstruction
Contractor: Sternquist Construction, Inc.
Address: 376-210-6499 110 N. 14th Street, Indianola, IA 50125
Finance Budget Code: ~~376-210-6499~~ **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 14, 2023 **Vendor #** 4488

Change Order Number: 1

Change Order Date: April 25, 2023

Purpose of Change Order:

Removal of an additional tree along SE Trail Ridge Road.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Additional Tree for Removal	LS	1.00	$ 2,420.00	$ 2,420.00
2					$ -
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 1 makes the following adjustments to the contract:					**$ 2,420.00**

Contractor Accepted: Sternquist Construction, Inc.
Firm Name
Signature
4-13-23
Date

Engineer Approved: City of Grimes
Firm Name
Signature
4-13-23
Date

Owner Accepted: City of Grimes
Signature
Title
Date

Attest for Owner:
Signature
Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,445,265.55
1	April 25, 2023	$ 2,420.00
2		
3		
4		
5		
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11		
12		
13		
14		
15		

Revised Contract Amount **$ 1,447,685.55**

Date Printed: 4/13/2023

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of April 25, 2023

AGENDA HEADING:

Resolution approving the fundraising events for the Friends of the Grimes Public Library.

SYNOPSIS:

The Friends of the Grimes Public Library would like to host multiple fundraising events for the Grimes Public Library: A hot dog dinner on May 3 allowing citizens to grab dinner for a free-will offering and be informed on the progress of the new Grimes Public Library; Two three-hour *Food Truck Fests* as a community fundraising event for the new Grimes Public Library Building Project. The Festivals correlate with the first and last day of summer reading and will take place on June 1st, 2023 and June 29, 2023 from 4:30PM to 7:30PM. Current renderings, donation forms, and other fundraising handouts will be available for attendees to take. Volunteers and staff will be on hand for information and questions.

FISCAL IMPACT:

There will not be a cost to the City of Grimes.

PREVIOUS COUNCIL ACTION(S):

Previously, the Grimes City Council passed the following:

122-10 (6) Parks. The sale of food and beverages in public parks with permission of the Grimes City Council.

122-65A (3) Exemption: If utilizing a Mobile Food Vehicle or push cart as part of a City sponsored project or event, a transient merchant permit is not required, a Fire Department Inspection of the Mobile Food Vehicle or vending area will be required.

BOARD/COMMISSION ACTION(S):

In March 2023, Renee McPhee from the Friends of the Grimes Public Library reached out to City Staff and all participating food trucks to ensure guidelines were followed and each food truck meets with the fire department for inspection.

The Grimes Public Library Board of Trustees recommend approval of this event.

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. 04-3623

RESOLUTION APPROVING FUNDRAISING EVENTS FOR NEW LIBRARY PROJECT IN PARKING LOT OF GRIMES PUBLIC LIBRARY

WHEREAS, Friends of Grimes Public Library will be hosting a Hot Dog Dinner from 4:00PM to 6:00PM on May 3, 2023, and two Food Truck Fests from 4:30PM to 7:30PM on June 1 and June 29, 2023 in the Grimes Public Library parking lot; and

WHEREAS, the event will be used as a community fundraiser for the Friends of the Grimes Public Library/New Grimes Public Library Build Project; and

WHEREAS, the event will be used to as a beginning and concluding event for Grimes Public Library summer reading program; and

WHEREAS, The City of Grimes will waive transient merchant permits per *122-65A (3);* and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA THAT; the Grimes City Council would like to support the three hour fundraising event for the Grimes Public Library.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES IN THE STATE OF IOWA Hot Dog Dinner from 4:00PM to 6:00PM on May 3, 2023, and two Food Truck Fests from 4:30PM to 7:30PM on June 1 and June 29, 2023 in the Grimes Public Library parking lot is hereby approved. All food trucks will need to submit their inspection forms to the FD for review.

PASSED AND APPROVED this 25th day of April, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 4/25/2023

AGENDA ITEM: Resolution Awarding bid of Cemetery lawn care services within the City of Grimes

BACKGROUND: The Public Works Department requested bids for mowing services for City owned cemeteries to several lawn care businesses. The City received 3 bids. City staff still feels accepting RedBud Landscaping bid is the appropriate decision given current staffing and required level of service.

BUDGETARY CONSIDERATIONS:
1.) Current staffing levels does not allow for the level of service needed to maintain City Cemeteries.

2.) Contracting is the best option to meet the desired level of service

STRATEGIC PLANNING:
Prioritized ___X_YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley

Prepared by:__JB_____
Return to:_____KH_____

GRIMES RESOLUTION NO. 04-3923

RESOLUTION TO AWARD CONTRACT FOR CEMETERY LAWN CARE SERVICES FOR THE CITY OF GRIMES

WHEREAS, the City of Grimes held a bid letting for lawn care services and chemical application for city owned cemeteries for 2023;

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed contract bid meets this requirement; and,

WHEREAS, City staff believes that Redbud Landscaping has the qualifications to provide the requested services

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

The Public Works Director is directed to prepare the contract in final form and the Mayor and Clerk on behalf of the city are authorized to execute the contract awarding the cemetery lawn care services to Redbud Landscaping.

PASSED AND APPROVED this 25th day of April 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

AGREEMENT TO ENTER INTO CEMETERY LAWN CARE SERVICES BETWEEN THE CITY OF GRIMES AND REDBUD LANDSCAPING, LLC FOR CEMETERY LAWN CARE SERVICES

This Agreement is made and entered into between the City of Grimes (City) and Redbud Landscaping, LLC Lawn Care Services (Contractor) for Cemetery Lawn Care Services, pursuant to the terms of the following agreement;

I. SCOPE OF WORK

A. **Mowing Services-**The Contractor shall provide mowing services April 1, 2023, through October 30, 2023, for the below listed City properties. Mowing services shall be provided Wednesday, Thursday or Friday. Mowing services shall be provided no more than 1 time per 7 days to the following City property unless directed the City to the contrary:

1. Sunny Hill Cemetery (6th St.) – 17.5 acres
2. Meadows Cemetery (Hwy 44) – 1.0 acres

B. **Weed Control Services-**Chemical weed control shall be provided on three (3) occasions between April 1, 2023, through October 30, 2023, for the following City properties:

1. Sunny Hill Cemetery (6th St.) – 17.5 acres
2. Meadows Cemetery (Hwy 44) – 1.0 acres

C. **Work Specifications**

The work outlined in this Agreement shall be done as follows:

1. The chemical weed control applications shall be completed in early spring, mid-summer and late-summer.
2. Written application Logs containing applicators name, applicator certificate number, application date, chemical applied and weather conditions for each chemical weed control application are required to be submitted to the City within 48 hours after each application.

3. Contractor is required to obtain all local, state, or federal licenses and permits necessary to complete this work.

4. The job site must always be left in a clean, safe, and orderly fashion, and returned as close as possible to pre-work condition.

5. Contractor is responsible to repair any damage to City owned or operated facilities and or equipment while engaged in doing this work.

6. Contractor shall follow all OSHA regulations and perform the work in a safe manner.

7. No part of any work performed under this contract may be subcontracted out to other contractors or individuals not included and covered by the Contractor's insurance.

8. Contractor shall notify City of all scheduled work via email.

9. Contractor shall receive notification of emergency work will be made via phone call. A 24-hour seven day per week contact and phone number shall be provided to the City as provided under Section III(A).

10. If requested by the Contractor, the City provide information about the contractual requirements for record keeping requirements under I(B).

11. Contractor is required to mow (2) times in the 10 days leading up to Memorial Day weekend.

12. Contractor shall notify the City of any damage to head stones caused by work being completed by Contractor and shall be responsible for all cost associated with any needed repairs. Contractor is not responsible for any head stone that was not properly installed, and for any previous damage, settling, or leaning. Contractor will also attempt to be considerate of personal items left at gravesites, but is not responsible for any damage to these items.

II. COMPENSATION

1. The Contractor shall be compensated a total amount of $2500.00 on a per occurrence basis for mowing both properties listed in Section I(A) of this Agreement. If requested by the City, Contractor will provide more limited mowing services at the rate of $75.00 per hour, or $112.00 per hour for work on Sunday or holidays. The Contractor shall bill the City for mowing services on a monthly basis.

2. The Contractor shall be paid a total amount of $3515.00 on a per occurrence basis for chemical weed control application to both properties listed in Section I(B) of

this agreement. The Contractor shall bill for weed control services performed with the monthly bill for mowing services.

III. PERFORMANCE REQUIREMENTS

1. **Personnel.** The Contractor shall provide the City with the names, addresses, and telephone number(s) and email addresses for at least **two** designated contact personnel responsible for ensuring response to the City's communications for services performed under this Agreement. At least one of the contacts will be available and accessible twenty-four (**24**) hours per day, during the period the Agreement is in force including Saturdays, Sundays, and holidays.

2. **Response Time.** When contacted, the Contractor shall agreed on a response time for services with the City Public Works Department.

3. **Authority/Direction**. The Contractor and their designated personnel shall respond to requests for services given by the City in a positive, courteous, and timely manner. The City reserves the right to reject any piece of equipment or personnel from continued or further engagement of services due to incompetence or inability of equipment to function properly for the requested services.

4. **Property Damage.** The Contractor shall be responsible for any and all damage to private and public property (including public utilities) while performing services. Any damages caused by the Contractor shall be repaired to new or better condition as soon as practicable. The City has the option to withhold payment until proper repair or cleanup has been made.

5. **Confined Space Entry Certification.** Prior to commencing work, Contractor will be required to provide proof on training certifications for confined space entry relevant to CFR 1910.146 on all personnel assigned to perform such tasks.

IV. CONTRACTOR'S PERSONNEL AND EQUIPMENT

1. **Independent Contractor.** The Contractor is an independent contractor and is responsible for direct supervision of the Contractor's employees, and for their hiring, firing and payment of wages and benefits.

2. **Repairs.** The Contractor is responsible for the means used to make a repair or installation performed under this Agreement.

3. **Certifications**. The Contractor is responsible for making sure that all of the Contractor's personnel have any required governmental issued identification and certifications. Accepted forms of identification shall be a valid state issued

driver's license, or governmental issued identification or work permit.

4. **OSHA Compliance.** The Contractor is responsible for making sure all equipment is OSHA certified and/or meets all OSHA requirements. The Contractor must provide its own materials, equipment, chemicals, transportation, miscellaneous supplies, tools, personal protective equipment, power equipment, vehicles, etc., as needed to safely perform the requested services.

V. LENGTH OF AGREEMENT

1. **Agreement Term.** The initial term of this Agreement shall be for a period of time after acceptance through October 30th of 2023. After this initial Agreement, any renewal of this Agreement by the parties provides that the services will be supplied during April 1st through October 30th of the calendar year. Any renewal contract requires the written, mutual consent of both the City and the Contractor prior to the expiration of the initial term and any subsequent term. Agreement renewal options by the parties shall end four (4) years from the original executed Agreement date.

   Any renewal of the Agreement will include a a 3% increase in compensation for services from the previous year of the Agreement.

2. **Agreement Termination.** This Contract may be terminated for any reason by the City during the contract period, subject to a thirty (30) day written notice being delivered by registered mail to the Contractor at the address referenced on the bid form. The Contractor is entitled to receive payment for any services performed through the date of Agreement termination.

VI. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain through the term of the contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the Contractor's actual liability.

1. **Commercial Liability**

Commercial General Liability: Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory	$1,000,000

basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.Bodily Injury & Property Damage - Each Occurrence	
Personal Injury & Advertising Injury - Per Person	$1,000,000
General Aggregate on the Above	$2,000,000
Products & Completed Operations General Aggregate	$2,000,000
Fire Damage Limit	$100,000
Medical Expense Limit	$5,000

2. **Business Automobile Liability Insurance:** Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City of Grimes would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage – Each Accident	$1,000,000

3. **Workers Compensation and Employers Liability:** As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Part 1- Workers Compensation Benefits	Statutory

4. **Employers Liability:**

Bodily Injury Each Accident	$500,000
Bodily Injury by Disease Policy Limit	$500,000
Bodily Injury by Disease Each Employee	$500,000

5. **Umbrella Liability:** The Contractor will maintain umbrella liability insurance in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to designations and provisions that favor the City as an additional insured, with a waiver of subrogation and primary and non-contributory status.

Each Occurrence Limit	$1,000,000
Aggregate Limit	$1,000,000

6. **Installation Floater:** The Contractor will maintain an installation floater policy that insures property while stored off premises, while in transit and until it has been installed/incorporated into the building or structure undergoing construction, renovation or repair with a limit commiserate to the value of the property being installed.

Before providing any services, the Contractor shall furnish an insurance certificate to the

Clerk, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

Nothing in this Section is intended to constitute a waiver of any governmental immunities from liability available to the City under federal or Iowa law.

VII. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall hold harmless, indemnify and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this contract or by reasons of the Contractor's performance under the contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by, entered or levied against, or assessed to the City, its officials, employees, agents, contractors and assigns. Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be on indefinite duration and shall survive the termination of the contract.

VIII. COMPLIANCE WITH FEDERAL AND STATE LAW

1. **Mandatory Drug and Alcohol Testing Programs.** The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 CFR., Part 382 and Part 40).

2. **Right-to-Know Statement.** The Contractor certifies that, in accordance with the "Hazard Communication Rule", 29 CFR 1910.120 (the "Right-to-Know" Law) and the State of Iowa "Hazardous Chemical Risk Right-to-Know" rule, employees exposed to materials on the worksite will be trained for the materials in use by the

successful Contractor as part of the Agreement. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.

3. **ADA Statement.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.

4. **FLSA Statement.** By filing a seal bid responsive to the request for bids, the Contractor states, "We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders to the United States Department of Labor issued under Section 14 thereof."

5. **Non-Discrimination Clause.** The City gives notice that it does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Contractor must also agree that it does not discriminate against any employee or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability and to include a similar non- discrimination provision in all agreements associated with this procurement.

6. **Questions.** Any questions which may arise as a result of this Request for Bid of a technical/operational nature should be directed to the City Public Works Director, Kevin Hensley, at (515) 514-1035.

XI. ADDITIONAL TERMS

1. **Subletting or Assignment.** Neither the Contractor nor the City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

2. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises created or communicated prior to execution of this agreement shall be binding. This Agreement may not be supplemented, amended, modified, or otherwise altered except by written instrument agreed to and executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Agreement.

3. **Waiver.** The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

THE UNDERSIGNED STATE THAT THEY HAVE READ THE TERMS OF THIS AGREEMENT, UNDERSTAND THEM, AND ARE LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THEIR PARTY

REDBUD LANDSCAPING, LLC

4-21-2025

Contractor's Authorized Signature
Redbud Landscaping, LLC

Date

CITY OF GRIMES

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Date

CITY OF GRIMES

2023 BID TABULATION
City of Grimes
Cemetery Lawn Care Services

	Bidder No. 1: T.Peters, LLC 15920 Hickman Rd Ste 400 Clive, IA 50325	Bidder No. 2: Bridges Lawn & Landscape 11730 NW 142nd St Granger, IA 50109	Bidder No. 3: RedBud Landscaping 1208 E 20th Ct Des Moines, IA 50317
Item Description	**Unit**	**Unit Cost**	**Unit Cost**	**Unit Cost**
Mowing	Per Occurrence	$3750.00	$3627.00	$2500.00
Regular Rate	Per Hour	$125.00	$75.00	$75.00
Sunday/ Holiday Rate	Per Hour	$185.00	$112.50	$112.50
Chemical Application	Per Occurrence	$ 6800.00	$3194.30	$3515.00

I hereby certify that this is a true tabulation of bids received on April 13,2023 by the City of Grimes. IA 50111.

Kevin Hensley, Public Works Director

Date 4/13/23

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM: Resolution Approving Equipment Transactions Pursuant to FY24 Budget

BACKGROUND: The City of Grimes Public Works Department is requesting the purchase of new equipment pursuant to the FY 24 budget.

A Housby Isuzu Cabover Truck is needed to allow city staff to conduct street marking operations due to contracted services often results in the delay of work completion and higher costs. Paint is currently sourced through the DOT at a discounted price allowing city staff to complete the work at a competitive price.

A Toro Groundsmaster 4000-D mower is needed to allow for safer and more efficient right-of-way mowing. This is a wide area mower that would do the work of 2-3 zero turn mowers and is able to be driven and not transported by trailer. The mower will also be used at city owned parks to decrease the amount of time it takes to mow such areas as the soccer fields and other open spaces.

A E-Z Liner PS-AL110 paint sprayer to be used in street marking operations to ensure city streets are marked to MUTCD standard. This purchase would be more cost effective and timely than hiring a contractor for the same work. The paint sprayer will also be used to maintain markings in parking areas located at city-owned facilities and parks.

BUDGETARY CONSIDERATIONS: The requested equipment purchases were budgeted for in the FY 2024-2025 budget utilizing Sourcewell pricing.

The Toro Groundsmaster 4000-D mower would be purchased at the cost of $86,736.00 utilizing Sourcewell contract #031121-TTC.

The Housby Isuzu Cabover Truck would be purchased at the cost of $54,599.00 utilizing Sourcewell contract #060920-NAF.

The E-Z Liner PS-AL110 paint sprayer would be purchased at the cost of $75,980.00 utilizing Sourcewell contract #080521-EZL.

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): Approved equipment purchases in the FY24 budget.

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley

Prepared by: DG_____
Return to:_____KH_____

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY24 BUDGET
Grimes Resolution No.04-4023

WHEREAS, the Public Works Department has budgeted for and planned certain equipment purchases; and

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed acquisitions meet those policy requirements; and

WHEREAS, equipment and contractor lead time is becoming increasingly difficult to schedule purchases and services; and

WHEREAS, the Public Works Director recommends the following equipment acquisitions:

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

Section 1. The following acquisitions including add-ons and labor are hereby approved:

Equipment Description	**Use**	**Cost**
Groundsmaster Toro Mower 4000-D	RUT, Parks – Mowing and ROW Mowing	$86,736.00
Housby Isuzu Cab Over Truck NPR -HD	RUT, Streets – Paint Markings	$54,599.00
E-Z Liner PS-AL110 Paint Sprayer	RUT, Streets, Parks	$75,980.00
TOTAL		$217,315.00

Section 2. Budgeted funds are hereby authorized to be disbursed and staff are hereby authorized to carry out and execute any action or instrument necessary to fulfill the provisions of this resolution.

PASSED AND APPROVED this 25th day of April, 2023.

_____
Mayor Scott Mikkelsen

ATTEST:

_____
Rochelle Williams, City Clerk

MTI Distributing
Equipment Quote
March 31, 2023

Jeremy Thayer
City of Grimes

Qu

SOURCEWELL CONTRACT PRICING - CONTRACT #03112

Qty	Model Number	Description	Quo
1	30609	Groundsmaster 4000-D (T4)	
1	31522	4WD Flow Divider Kit	

City of Grimes Sourcewell Member #131470

Equipme	
7% Sale	
Total	

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing you commit to a non-binding purchase commitment, a firm quote (including finance rates) will be available.

Net 30 Terms with qualified credit
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery and set-up at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesit

Kory Brown
Outside Sales Representative
612-360-8542

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time pri quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

HOUSBY ISUZU TRUCK

Deb Williams | 515-321-1934 - cell | dwilliams@housby.com

City of Grimes Isuzu 2024 gas NPR-HD 132"wb - revised (2024 NPR-HD Gas Cab Chassis, 1F2 132.5"WB, 110"CA, 14,500 GVWR. White, Standard model specifications with power windows and door locks

Quote Worksheet

		MSRP
Base Price		$57,992.00
Destination Charge		$1,825.00
Material & Transportation Surcharge		$4,275.00
DEF Fill Charge		$0.00
Options		
White, Standard model specifications with power windows and door locks		$0.00
Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab		$88.00
Seat Covers standard cab		$380.00
Back up alarm		$112.00
AGM battery (825 CCA x 1)		$260.00
Subtotal		**$64,932.00**
Subtotal Additional Equipment		**$0.00**
Subtotal Miscellaneous Equipment		**$0.00**
Pre-Tax Subtotal		**$64,932.00**
Less Customer Discount		($-10,359.64)
Subtotal Discount		**($-10,359.64)**
Taxable Price		**$54,572.36**
Sales Tax	0%	$0.00
Tire Weight Tax		$26.64
Subtotal Taxes		**$26.64**
Subtotal Post-Tax Adjustments		**$0.00**
Less Post-tax Customer Discount		$0.00
Subtotal Discount		**$0.00**
Total Sales Price		**$54,599.00**

Deb Williams April 12, 2023

Dealer Signature/Date

Customer Signature/Date

City of Grimes Iowa

Sourcewell Contract #060920 - NAF

Current report content is based on data as of 2023-04-12 06:41:41. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Copyright (c) 2023 Isuzu Commercial Truck of America, Inc.

Initial: _____

EZLINER®
A DIVISION OF VTS
1920 Albany Place SE · PO Box 140 · Orange City, IA 51041
TF: (800) 373-4016 · P: (712) 737-4016 · ezliner.com

QUOTATION

TO:
102093

CITY OF GRIMES (IA)
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES (IA)
1700 SE DESTINATION DRIVE
GRIMES, IA 50111

ATTN: ACCOUNTS PAYABLE (515)986-3036

ATTN: JEREMY THAYER (515)986-3036

Quote No.	Date	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0006189	3/31/2023	E15	YOUR RFQ		ORIGIN	

Item	Quantity	UM	Part	Description	Price $	Extension $
				SOURCEWELL ID #131470 EZLINER CONTRACT 080521 EZL		
001	1.00		18E	PS-AL110 BASE UNIT	69,008.00	69,008.00
003	3.00		18E-04-09	PAINT GUN RAISERS	771.00	2,313.00
004	1.00		18E-04-11	SURGE CHAMBER	2,464.00	2,464.00
006	1.00		18E-07-05	SAFETY LIGHT ASSY	1,204.00	1,204.00
008	1.00		18E-08-02	PAINT/BEAD HAND GUN-HOSE REEL	4,551.00	4,551.00
009	1.00		SOURCEWELL	7% DISCOUNT	5,568.00-	-5,568.00
010	1.00		SOURCED GOOD	LASER ON PAINT CART	1,308.00	1,308.00
011	1.00		SHIPPING	SHIP TO CUSTOMER	700.00	700.00
				Total for Quote $		**75,980.00**
					Approx total Weight:	0.00

Freight charges may be estimated. Actual freight charges will apply.

4/17/2023 2:50:10PM

By: E15 LW

RECEIVING & FILING OF REPORTS

Grimes - CAD - Calls for Service Count

Mar 2023

Call Code	Call Sub-Code	Number of Calls
ABANDONED VEHICLE		6
ACCIDENT		2
ACCIDENT	PERSONAL INJURY	5
ACCIDENT	PROPERTY DAMAGE	14
ALARM SILENT	COMMERCIAL	1
ALARM SILENT	PANIC	1
ANIMAL CALL		2
ANIMAL CALL	BARKING DOG	2
ANIMAL CALL	BITE	3
ANIMAL CALL	CONFINED	2
ANIMAL CALL	CRUELTY/NEGLECT	1
ANIMAL CALL	DEAD	1
ANIMAL CALL	INJURED	1
ANIMAL CALL	MISCELLANEOUS	1
ANIMAL CALL	SICK	1
ANIMAL CALL	STRAY	3
ASSAULT	REPORT	2
ASSIST OFFICER/AGENCY		3
ASSIST OFFICER/AGENCY	FIRE DEPARTMENT (PSCO	4
ASSIST OFFICER/AGENCY	MEDICS (PCSO USE ONLY)	66
ATTEMPT TO LOCATE		4
AUDIBLE ALARM	AUTOMOBILE	2
AUDIBLE ALARM	COMMERCIAL	30
AUDIBLE ALARM	RESIDENTIAL	5
BROADCAST	RECKLESS	2
BUILDING CHECK		238
BURGLARY	REPORT	1
CHASE OR PURSUIT	FOOT	1
CHILD IN NEED OF ASSISTANCE		2
CIVIL CASE		1
COMMERCIAL FIRE	ALARM	3
COMMERCIAL FIRE	ALARM - WATER FLOW	3
COMMERCIAL FIRE	APPLIANCE CONTAINED	1
DEBRIS IN ROADWAY		11

Grimes - CAD - Calls for Service Count

Mar 2023

	DISPUTE/DISAGREEMENT		15
	DISPUTE/DISAGREEMENT	CIVIL	2
	DISPUTE/DISAGREEMENT	HALF ONLY	6
	DISPUTE/DISAGREEMENT	NEIGHBORHOOD	1
	DISPUTE/DISAGREEMENT	TRESPASS	2
	DOMESTIC		9
	DOMESTIC	FIGHT	2
	DOMESTIC	HALF ONLY	1
	DOMESTIC	PROPERTY RETRIEVAL	7
	DOMESTIC	WEAPON	1
	DPQ		2
	DPQ	JUVENILE	1
	DPQ	LOUD MUSIC	3
	FIGHT		2
	FOLLOW UP		25
	FRAUD	REPORT	4
	GUNSHOTS		1
	HARASSMENT	REPORT	2
	HAZMAT - CHOOSE SUB TYPE	NATURAL GAS	1
	HIT & RUN		1
	HIT & RUN	REPORT	3
	ILLEGAL PARKING		10
	ILLEGAL PARKING	SNOW ORDINANCE	3
	INCOMPLETE 911 CALL		7
	INCOMPLETE 911 CALL	HANG UP CALL	2
	INFORMATION		3
	INFORMATION	REPOSSED VEHICLE	3
	INTOXICATED PERSON		3
	INVESTIGATION ASSIGNMENT	CARBON MONOXIDE	1
	INVESTIGATION ASSIGNMENT	FIRE ALARM SIGNAL	1
	INVESTIGATION ASSIGNMENT	SMOKE ODOR NO FIRE	2
	INVESTIGATION ASSIGNMENT	SUSPICIOUS ODOR	1
	LARCENY MOTOR VEHICLE	JUST OCCURED	1
	LARCENY MOTOR VEHICLE	REPORT	3
	MENTAL PROBLEM		2
	MESSAGE		13

Grimes - CAD - Calls for Service Count

Mar 2023

	MISCELLANEOUS TRIP		2
	MISSING PERSON	JUVENILE	1
	MISSING PERSON	REPORT	2
	NARCOTIC ACTIVITY		3
	OPEN DOOR		1
	OWI		1
	PUBLIC ASSIST (POLICE)		41
	PUBLIC WORKS INFORMATION		2
	RADAR SETUP		73
	RECKLESS DRIVER(S)		15
	RECOVERED/FOUND PROPERTY		2
	RESIDENTAL FIRE	ALARM	3
	ROADS HAZARDOUS/BLOCKED		3
	SCHOOL BUS VIOLATION		2
	SPECIAL WATCH		4
	STALLED VEHICLE		19
	STILL ALARM - CHOOSE SUB TYPE	GRASS/TREE FIRE - PC	1
	STILL ALARM - CHOOSE SUB TYPE	VEHICLE FIRE	1
	SUICIDE	SERIOUS INJURIES	1
	SUICIDE	THREATS	2
	SUICIDE	WEAPONS	1
	SUSPICIOUS		6
	SUSPICIOUS	ACTIVITY	5
	SUSPICIOUS	PERSON	5
	SUSPICIOUS	PERSON WITH WEAPON	1
	SUSPICIOUS	VEHICLE	18
	THEFT	REPORT	12
	THREATS	REPORT	2
	TRAFFIC SIGNAL PROBLEM		2
	TRAFFIC STOP		205
	TRESPASS		1
	UNKNOWN PROBLEM		1
	VANDALISM	REPORT	2
	VEH IN DITCH DUE TO ROADS		4
	VEHICLE UNLOCK		12
	VEHICLE UNLOCK	CHILD INSIDE	1

Grimes - CAD - Calls for Service Count

Mar 2023

	WANTED PERSON		2
	WELFARE CHECK		16
	WIRES DOWN		1
	Total:		**1047**

Arbor Day Foundation®
211 N. 12th St. • Lincoln, NE 68508 • 888-448-7337 • arborday.org

We inspire people to plant, nurture, and celebrate trees.

City Administrator Jake Anderson
101 NE Harvey St.
Grimes, IA 50111

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Grimes on earning recognition as a 2022 Tree City USA. Residents of Grimes should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Grimes is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Grimes has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Grimes. Thank you, again, for your efforts.

Best Regards,

Dan Lambe
Arbor Day Foundation Chief Executive

RECYCLED PAPER RECYCLABLE | PRINTED WITH SOY INK

Arbor Day Foundation®
211 N. 12th St. • Lincoln, NE 68508 • 888-448-7337 • arborday.org

We inspire people to plant, nurture, and celebrate trees.

FOR IMMEDIATE RELEASE
Contact:
Jasmine Putney
Arbor Day Foundation
402-216-9307
jputney@arborday.org

Arbor Day Foundation Names Grimes a 2022 Tree City USA®

LINCOLN, Nebraska (3/23/2023) – Grimes was named a 2022 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Grimes achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least $2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

"Tree City USA communities see the positive effects of an urban forest firsthand," said Dan Lambe, chief executive of the Arbor Day Foundation. "The trees being planted and cared for by Grimes are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it's through volunteer engagement or public education."

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Grimes is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation
Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at arborday.org.

RECYCLED PAPER RECYCLABLE | PRINTED WITH SOY INK

Monthly Finance Report March 2023

TREASURER'S REPORT
CALENDAR 3/2023, FISCAL 9/2023

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	12,472,641.59	398,548.37	640,897.78	.00	12,230,292.18
002	LIBRARY FUND	132,078.32	1,024.49	59,901.83	.00	73,200.98
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,758,731.83	102,156.57	65,493.62	.00	3,795,394.78
112	EMPLOYEE BENEFITS	401,510.52	26,597.28	126,305.03	.00	301,802.77
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	4,927,636.82	239,021.82	.00	.00	5,166,658.64
125	TAX INCREMENT FINANCING	2,478,728.54	125,238.23	.00	.00	2,603,966.77
160	HOTEL/MOTEL/ECON DEV	278,636.58	.00	6,820.96	.00	271,815.62
161	ECO DEVELOPMENT REVOLVING	176,902.70	1,069.70	.00	.00	177,972.40
167	RESTRICTED GIFTS	99,503.34	.00	.00	.00	99,503.34
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	1,905,617.77	57,498.47	.00	.00	1,963,116.24
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	110,418.26	.00	.00	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	96,863.71-	.00	.00	.00	96,863.71-
309	CP - PARKS	3,216,328.31	.00	.00	.00	3,216,328.31
310	CP - FIRE	200,000.00	.00	.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	456,565.21	.00	38,856.21	.00	417,709.00
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	168,256.03	.00	.00	.00	168,256.03
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	13,807.15-	.00	.00	.00	13,807.15-
324	CP-Water Plant Exp 2019	3,874.60-	.00	225,371.35	.00	229,245.95-
325	SE 37TH HWY 141 PROJECT	.00	50,000.00	.00	.00	50,000.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	5,784.03	751,819.35	743,269.35	.00	14,334.03
329	NW TERRITORY LIFT STATION	153,736.40	.00	.00	.00	153,736.40
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	906,645.33	.00	7,000.00	.00	899,645.33
332	ROAD USE EQUIPMENT	336,882.00	.00	.00	.00	336,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	323,852.68	.00	7,702.00	.00	316,150.68
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	85,937.08	.00	562.50	.00	85,374.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	283,377.65-	.00	697.50	.00	284,075.15-
340	ANNUAL SIGNAL IMPROVEMENT	60,719.30-	.00	43,420.94	.00	104,140.24-

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	35,600.00-	.00	.00	.00	35,600.00-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	22,122.18-	.00	.00	.00	22,122.18-
344	PAVEMENT COND ANALYSIS	76,955.60	.00	.00	.00	76,955.60
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	96,180.45	.00	.00	.00	96,180.45
347	N SPORTS COMPLEX PARKING	349,257.41-	5,444.39	.00	.00	343,813.02-
348	SPLASH PAD	1,016,199.19-	.00	4,275.00	.00	1,020,474.19-
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	2,867,992.77	.00	262,955.59	.00	2,605,037.18
351	37TH ST IMPROVEMENTS	663,717.35	.00	.00	.00	663,717.35
352	TRL RDG/BEAV/JACOB WTR MN	69,639.33	.00	.00	.00	69,639.33
353	SANI SEWER STUDY	3,949.24-	.00	.00	.00	3,949.24-
354	ANNUAL PCC PATCHING	750,000.00	.00	.00	.00	750,000.00
355	TRAFFIC SIGNAL EQUIPMENT	34,307.00	.00	10,076.00	.00	24,231.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMPLX IRRIGATION PROJ	31,718.46	.00	.00	.00	31,718.46
358	ANN TRAIL IMPRV & PLAN	330,819.59	.00	.00	.00	330,819.59
359	EMERGENCY WATER MAIN	91,587.25	.00	.00	.00	91,587.25
360	19TH ST WATER MAIN	356,768.84	.00	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	.00	1,287,473.00	1,296,023.00	.00	8,550.00-
363	WRA SANI SEWER PHASE 3	1,888,509.20-	139,820.05	139,820.05	.00	1,888,509.20-
364	WRA SANI SWR PHS 4	.00	424,548.09	424,548.09	.00	.00
365	WALLACE FARM	1,067,943.81	.00	.00	.00	1,067,943.81
366	JACOB ST OVERLAY PROJ	61,511.34	.00	13,116.60	.00	48,394.74
367	GRIMESPLEX	143,820.52-	.00	68,083.00	.00	211,903.52-
368	TRL RDG/BEAVER WATER MAIN	104,423.65	.00	.00	.00	104,423.65
369	SE 11TH & JAMES	1,579,928.88	.00	172,992.20	.00	1,406,936.68
370	19th & Gateway signal	300,000.00	.00	.00	.00	300,000.00
371	11TH & GATEWAY SIGNAL	300,000.00	.00	.00	.00	300,000.00
372	N JORDAN WELL REPAIRS	182,710.28-	.00	.00	.00	182,710.28-
373	BLDG ACCESS CONTROL PROJ	200,000.00	.00	62,000.00	.00	138,000.00
374	WATER PRODUCTION PROJECTS	646,261.63	.00	85,969.55	.00	560,292.08
375	NE DEST/NE BVRBROOKE IMP	50,073.26-	.00	44,746.25	.00	94,819.51-
376	SE TRL RDG RD RECONSTRUCT	87,415.00-	.00	3,830.00	.00	91,245.00-
377	HWY TRL EXT TO SCHOOL	9,714.38-	.00	27,066.94	.00	36,781.32-
378	FIRE STATION	10,000.00-	.00	5,000.00	.00	15,000.00-
379	100TH ST WIDENING	.00	.00	.00	.00	.00
380	HWY 141 CORR/INTERS STDY	.00	.00	.00	.00	.00
381	NO COUNTY LINE WATER MAIN	.00	.00	.00	.00	.00
382	GROUND STORAGE RESERVOIR	.00	.00	.00	.00	.00
383	JAMES ST WTP WATER MAIN	.00	.00	.00	.00	.00
399	EQUIP REVOLVING PROGRAM	308,653.00	.00	.00	.00	308,653.00
600	WATER	10,724,281.17	407,785.15	158,038.52	.00	10,974,027.80
601	WATER DEPOSITS	204,472.94	6,771.58	.00	.00	211,244.52
602	WATER SINKING	336,414.44	.00	.00	.00	336,414.44
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,162,503.59	305,126.09	323,701.03	.00	6,143,928.65
611	SEWER SINKING	736,630.85	.00	.00	.00	736,630.85
670	LANDFILL/GARBAGE	494,867.76	65,403.04	50,116.17	.00	510,154.63
740	STORM WATER	2,963,667.89	73,318.19	17,550.50	.00	3,019,435.58
750	GRIMESPLEX	349,765.00	.00	.00	.00	349,765.00

TREASURER'S REPORT
CALENDAR 3/2023, FISCAL 9/2023

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
	Report Total	62,712,053.93	4,468,663.86	5,136,207.56	.00	62,044,510.23

BALANCE SHEET
CALENDAR 3/2023, FISCAL 9/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	242,571.69-	7,529,884.69
002-000-1110	CASH - LIBRARY	58,877.34-	73,200.98
110-000-1110	CASH - ROAD USE	36,662.95	3,795,394.78
112-000-1110	CASH - EMPLOYEE BENEFITS	99,602.35-	292,853.82
121-000-1110	CASH - LOCAL OPTION SALES TAX	239,021.82	5,166,658.64
125-000-1110	CASH - TIF	125,238.23	2,603,966.77
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	6,820.96-	271,815.62
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	177,972.40
167-000-1110	CASH - LIBRARY RESTRICTED GIFT		99,503.34
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	57,485.58	1,959,640.53
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		110,418.26
308-000-1110	CASH-CP SW COUNTY LINE ROAD		96,863.71-
309-000-1110	CASH - CP - PARKS		3,216,328.31
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE	38,856.21-	417,709.00
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP		168,256.03
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019		13,807.15-
324-000-1110	CASH- WATER PLANT EXP 2019	225,371.35-	229,245.95-
325-000-1110	CASH-SE 37TH /HWY 141 PROJ	50,000.00	50,000.00
328-000-1110	CASH-WRA SANI SEWER PHASE 1	8,550.00	14,334.03
329-000-1110	NW TERRITORY LIFT STATION CASH		153,736.40
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION	7,000.00-	899,645.33
332-000-1110	CASH-ROAD USE EQUIPMENT		336,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	7,702.00-	316,150.68
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019	562.50-	85,374.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH	697.50-	284,075.15-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	43,420.94-	104,140.24-
341-000-1110	HWY 44 STUDY CASH		35,600.00-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
343-000-1110	JAMES ST CORRIDOR STUDY CASH		22,122.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS		76,955.60
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		96,180.45
347-000-1110	CASH N SPORTS COMPLEX PARKING	5,444.39	343,813.02-
348-000-1110	CASH SPLASH PAD	4,275.00-	1,020,474.19-
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	262,955.59-	2,605,037.18
351-000-1110	CASH 37TH ST IMPROVEMENTS		663,717.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN		69,639.33
353-000-1110	CASH SANI SEWER STUDY		3,949.24-

BALANCE SHEET
CALENDAR 3/2023, FISCAL 9/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
354-000-1110	CASH ANNUAL PCC PATCHING		750,000.00
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT	10,076.00-	24,231.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH		31,718.46
358-000-1110	ANN TRAIL IMP & PLANN CASH		330,819.59
359-000-1110	EMERGENCY WATER MAIN CASH		91,587.25
360-000-1110	19TH ST WATER MAIN CASH		356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
362-000-1110	WRA SANI SEWER PHASE 2 CASH	8,550.00-	8,550.00-
363-000-1110	WRA SANI SWR PHS 3 CASH		1,888,509.20-
365-000-1110	WALLACE FARM CASH		1,067,943.81
366-000-1110	JACOB ST OVERLAY CASH	13,116.60-	48,394.74
367-000-1110	GRIMESPLEX CASH	68,083.00-	211,903.52-
368-000-1110	TRL RDG/BEAVER WTR MAIN CASH		104,423.65
369-000-1110	SE 11TH & JAMES CASH	172,992.20-	1,406,936.68
370-000-1110	19TH & GATEWAY SIGNAL CASH		300,000.00
371-000-1110	11TH & GATEWAY SIGNAL CASH		300,000.00
372-000-1110	N JORDAN WELL REPAIR CASH		182,710.28-
373-000-1110	BLDG ACCESS CONT PROJ CASH	62,000.00-	138,000.00
374-000-1110	WTR PRODUCTION PROJECTS CASH	85,969.55-	560,292.08
375-000-1110	NE DEST/NE BVRBROOKE IMP CASH	44,746.25-	94,819.51-
376-000-1110	SE TRL RDG RD RECONSTRUCT CASH	3,830.00-	91,245.00-
377-000-1110	HWY 44 TRL EXT SCHOOL CASH	27,066.94-	36,781.32-
378-000-1110	FIRE STATION CASH	5,000.00-	15,000.00-
399-000-1110	EQUIP REVOLVING PROG CASH		308,653.00
600-000-1110	CASH - WATER	248,389.93	8,275,383.38
601-000-1110	CASH - WATER DEPOSITS	6,771.58	208,805.31
602-000-1110	CASH - WATER SINKING		336,414.44
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	21,021.91-	2,915,887.74
611-000-1110	CASH - SEWER SINKING		736,630.85
670-000-1110	CASH - SOLID WASTE	15,286.87	510,154.63
740-000-1110	CASH - STORM WATER	55,767.69	2,973,068.71
750-000-1110	CASH - GRIMESPLEX		349,765.00
	CASH TOTAL	671,477.14-	51,356,186.67
112-000-1111	CASH - FLEX	105.40-	8,948.95
	CASH TOTAL	105.40-	8,948.95
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	222.28	59,844.06
200-000-1150	CASH - IPAIT	12.89	3,475.71
	CASH - IPAIT TOTAL	235.17	63,319.77
600-000-1160	SAVINGS - WATER TAPPING		992,293.30
740-000-1160	SAVINGS - STORM WATER		46,366.87
	SAVINGS TOTAL	.00	1,038,660.17
610-000-1161	SAVINGS - SEWER TAPPING	2,446.97	1,050,124.42
	SAVINGS - RACCOON TOTAL	2,446.97	1,050,124.42
600-000-1162	SAVINGS - VISION	1,356.70	1,065,638.45
	SAVINGS - VISION TOTAL	1,356.70	1,065,638.45
601-000-1170	WATER DEPOSIT CD 25712		2,439.21
	CD'S - CITY STATE TOTAL	.00	2,439.21
001-000-1171	CEMETERY CD 1 304927		31,591.49
001-000-1172	CEMETERY CD 3 222910		20,211.26
001-000-1173	CEMETERY CD 12014736		20,759.95
	CD'S BANKERS TRUST TOTAL	.00	72,562.70
001-000-1174	CD# 12510837 - GENERAL		2,116,150.21

BALANCE SHEET
CALENDAR 3/2023, FISCAL 9/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CD# 12510837 - GENERAL TOTAL	.00	2,116,150.21
001-000-1175	CD# 12396252 - GENERAL		2,116,150.21
	CD# 12396252 - GENERAL TOTAL	.00	2,116,150.21
610-000-1178	CHARTER SEW TAP CD		2,086,380.76
	CHARTER SEW TAP CD TOTAL	.00	2,086,380.76
	TOTAL CASH	667,543.70-	62,044,510.23

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,423,248.00	115,821.83	1,037,986.64	72.93	385,261.36
	FIRE TOTAL	739,308.00	62,063.20	587,805.26	79.51	151,502.74
	AMBULANCE TOTAL	1,963,748.00	101,579.84	1,252,921.81	63.80	710,826.19
	BUILDING INSPECTIONS TOTAL	1,687,039.00	102,824.82	1,177,886.52	69.82	509,152.48
	ANIMAL CONTROL TOTAL	.00	.00	224.45	.00	224.45-
	PUBLIC SAFETY TOTAL	5,813,343.00	382,289.69	4,056,824.68	69.78	1,756,518.32
	ROADS, BRIDGES, SIDEWALKS TOTA	2,876,976.00	155,708.94	1,703,540.23	59.21	1,173,435.77
	STREET LIGHTING TOTAL	252,500.00	14,048.52	133,392.58	52.83	119,107.42
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	1,573.50	10,935.68	31.24	24,064.32
	SNOW REMOVAL TOTAL	384,380.00	11,494.27	117,085.53	30.46	267,294.47
	PUBLIC WORKS TOTAL	3,548,856.00	182,825.23	1,964,954.02	55.37	1,583,901.98
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	.00	.00	8,000.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	.00	.00	8,000.00
	LIBRARY TOTAL	1,056,876.00	72,228.28	654,480.38	61.93	402,395.62
	PARKS TOTAL	689,250.00	15,414.99	421,348.28	61.13	267,901.72
	NORTH COMPLEX TOTAL	50,000.00	.00	17,578.01	35.16	32,421.99
	SOUTH COMPLEX TOTAL	50,000.00	1,219.07	39,495.08	78.99	10,504.92
	RECREATION TOTAL	313,745.00	21,128.76	292,216.79	93.14	21,528.21
	REC - YOUTH PROGRAMS TOTAL	45,000.00	140.18	9,003.99	20.01	35,996.01
	REC - YOUTH SPORTS TOTAL	.00	.00	9,001.66	.00	9,001.66-
	REC - ADULT PROGRAMS TOTAL	6,600.00	297.60	297.60	4.51	6,302.40
	REC - ADULT SPORTS TOTAL	.00	.00	4,831.58	.00	4,831.58-
	CEMETERY TOTAL	65,029.00	.00	1,880.69	2.89	63,148.31
	GCC-GRIMES COMM COMPLEX TOTAL	273,133.00	11,787.81	122,329.52	44.79	150,803.48
	GRIMESPLEX TOTAL	368,500.00	61,373.01	98,247.16	26.66	270,252.84
	CULTURE & RECREATION TOTAL	2,918,133.00	183,589.70	1,670,710.74	57.25	1,247,422.26
	ECONOMIC DEVELOPMENT TOTAL	4,170,806.00	6,820.96	1,757,965.36	42.15	2,412,840.64
	COMMUNITY & ECONOMIC DEV TOTA	4,170,806.00	6,820.96	1,757,965.36	42.15	2,412,840.64
	MAYOR/COUNCIL/CITY MGR TOTAL	319,624.00	19,977.32	220,806.50	69.08	98,817.50
	CLERK/TREASURER/ADM TOTAL	740,799.00	55,970.72	568,838.42	76.79	171,960.58
	ELECTIONS TOTAL	28,500.00	.00	18,000.00	63.16	10,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	25,910.31	185,981.39	76.54	57,018.61
	CITY HALL/GENERAL BLDGS TOTAL	311,200.00	20,133.07	150,473.80	48.35	160,726.20
	TORT LIABILITY TOTAL	49,000.00	.00	82,761.00	168.90	33,761.00-
	IT TOTAL	318,296.00	21,828.37	167,550.99	52.64	150,745.01
	OTHER GENERAL GOVERNMENT TOTA	31,906.00	73.85	9,665.32	30.29	22,240.68

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,042,325.00	143,893.64	1,404,077.42	68.75	638,247.58
	ROADS, BRIDGES, SIDEWALKS TOTA	797,270.00	.00	46,435.00	5.82	750,835.00
	2007 BOND TOTAL	278,582.00	.00	24,290.63	8.72	254,291.37
	2012 BOND TOTAL	361,460.00	.00	36,030.00	9.97	325,430.00
	2015 BOND TOTAL	861,063.00	.00	18,031.25	2.09	843,031.75
	2017A BOND TOTAL	573,632.00	.00	136,815.63	23.85	436,816.37
	2017 REFINANCING BOND TOTAL	576,075.00	.00	93,037.50	16.15	483,037.50
	2020 GO BOND TOTAL	661,500.00	.00	68,550.00	10.36	592,950.00
	2021 A GO BOND TOTAL	729,200.00	.00	139,900.00	19.19	589,300.00
	2021 B GO LOST BOND TOTAL	253,750.00	.00	57,175.00	22.53	196,575.00
	2022A BOND TOTAL	669,475.00	.00	147,586.24	22.05	521,888.76
	DEBT SERVICE TOTAL	5,762,007.00	.00	767,851.25	13.33	4,994,155.75
	FIRE TOTAL	.00	5,000.00	15,000.00	.00	15,000.00-
	BUILDING INSPECTIONS TOTAL	28,500.00	.00	.00	.00	28,500.00
	ROADS, BRIDGES, SIDEWALKS TOTA	3,965,000.00	269,827.38	1,669,227.27	42.10	2,295,772.73
	STREET LIGHTING TOTAL	1,200,000.00	43,420.94	673,890.24	56.16	526,109.76
	TRAFFIC CONTROL & SAFETY TOTA	.00	10,076.00	50,769.00	.00	50,769.00-
	LIBRARY TOTAL	6,800,000.00	262,955.59	4,655,429.52	68.46	2,144,570.48
	PARKS TOTAL	3,200,000.00	31,341.94	2,089,822.95	65.31	1,110,177.05
	NORTH COMPLEX TOTAL	.00	.00	24,752.39	.00	24,752.39-
	GCC-GRIMES COMM COMPLEX TOTAL	600,000.00	12,675.88	13,886.48	2.31	586,113.52
	GRIMESPLEX TOTAL	.00	68,083.00	4,523,109.22	.00	4,523,109.22-
	CITY HALL/GENERAL BLDGS TOTAL	30,000.00	62,000.00	80,508.00	268.36	50,508.00-
	WATER TOTAL	2,250,000.00	311,340.90	1,585,785.58	70.48	664,214.42
	SEWER/SEWAGE DISPOSAL TOTAL	39,375,000.00	2,610,660.49	29,648,718.80	75.30	9,726,281.20
	STORM WATER TOTAL	155,300.00	.00	13,830.00	8.91	141,470.00
	CAPITAL PROJECTS TOTAL	57,603,800.00	3,687,382.12	45,044,729.45	78.20	12,559,070.55
	WATER TOTAL	5,075,215.00	158,038.52	2,282,035.38	44.96	2,793,179.62
	SEWER/SEWAGE DISPOSAL TOTAL	4,241,883.00	323,701.03	3,289,628.84	77.55	952,254.16
	LANDFILL/GARBAGE TOTAL	907,981.00	50,116.17	599,093.15	65.98	308,887.85
	STORM WATER TOTAL	672,871.00	17,550.50	229,848.94	34.16	443,022.06
	SPORTS COMPLEX TOTAL	.00	.00	135.00	.00	135.00-
	ENTERPRISE FUNDS TOTAL	10,897,950.00	549,406.22	6,400,741.31	58.73	4,497,208.69
	TRANSFERS IN/OUT TOTAL	9,212,301.00	.00	738,522.00	8.02	8,473,779.00
	TRANSFER OUT TOTAL	9,212,301.00	.00	738,522.00	8.02	8,473,779.00
	TOTAL EXPENSES	101,977,521.00	5,136,207.56	63,806,376.23	62.57	38,171,144.77

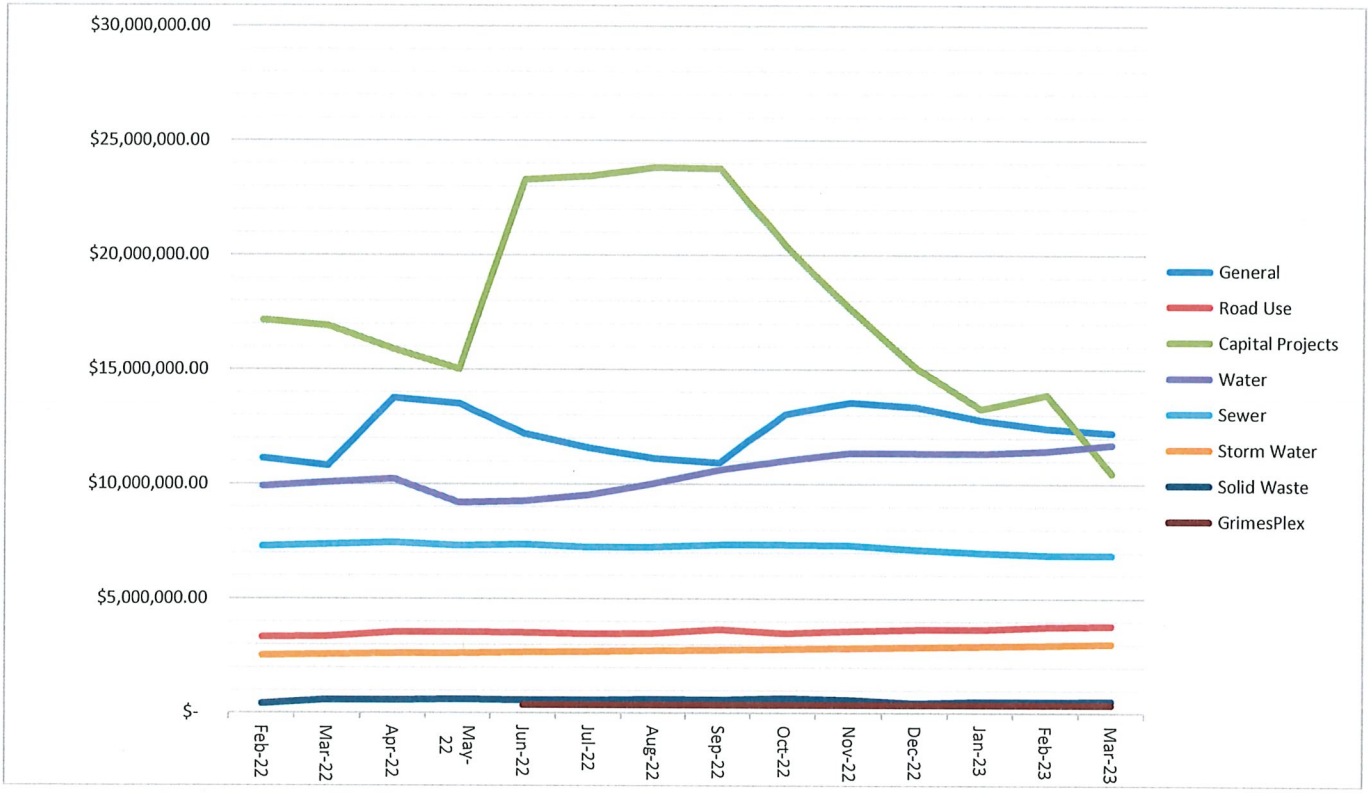
REVENUE REPORT
CALENDAR 3/2023, FISCAL 9/2023

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,951,672.00	398,548.37	6,844,751.79	57.27	5,106,920.21
	LIBRARY FUND TOTAL	909,044.00	1,024.49	483,271.09	53.16	425,772.91
	ROAD USE TAX TOTAL	1,946,835.00	102,156.57	1,517,710.93	77.96	429,124.07
	EMPLOYEE BENEFITS TOTAL	2,094,615.00	26,597.28	665,111.34	31.75	1,429,503.66
	LOCAL OPTION SALES TAX TOTAL	2,709,705.00	239,021.82	2,327,872.92	85.91	381,832.08
	TAX INCREMENT FINANCING TOTAL	6,772,510.00	125,238.23	3,687,711.46	54.45	3,084,798.54
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	.00	63,344.78	91.80	5,655.22
	ECO DEVELOPMENT REVOLVING TOTA	12,836.00	1,069.70	9,627.30	75.00	3,208.70
	RESTRICTED GIFTS TOTAL	4,000.00	.00	7,537.45	188.44	3,537.45-
	DEBT SERVICE TOTAL	5,847,383.00	57,498.47	1,737,700.82	29.72	4,109,682.18
	CP - GRIMES COMMUNITY COM TOTA	500,000.00	.00	.00	.00	500,000.00
	KENNYBROOK PK WQI IMPRV TOTAL	.00	.00	311,935.00	.00	311,935.00-
	CP-Water Tower 2019 TOTAL	.00	.00	72,599.75	.00	72,599.75-
	CP-Water Plant Exp 2019 TOTAL	.00	.00	21,898.35	.00	21,898.35-
	SE 37TH HWY 141 PROJECT TOTAL	.00	50,000.00	50,000.00	.00	50,000.00-
	WRA SANI SEWER PHASE 1 TOTAL	10,750,000.00	751,819.35	11,192,368.18	104.12	442,368.18-
	ROAD USE EQUIPMENT TOTAL	300,000.00	.00	.00	.00	300,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	600,000.00	.00	.00	.00	600,000.00
	JAMES ST CORRIDOR STUDY TOTAL	1,800,000.00	.00	.00	.00	1,800,000.00
	N SPORTS COMPLEX PARKING TOTA	.00	5,444.39	5,444.39	.00	5,444.39-
	GRIMES LIBRARY BLDG FUND TOTA	.00	.00	273,553.40	.00	273,553.40-
	TRL RDG/BEAV/JACOB WTR MN TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	600,000.00	.00	.00	.00	600,000.00
	ANN TRAIL IMPRV & PLAN TOTAL	200,000.00	.00	125,000.00	62.50	75,000.00
	19TH ST WATER MAIN TOTAL	1,105,000.00	.00	.00	.00	1,105,000.00
	WRA SANI SWR PHASE 2 TOTAL	11,500,000.00	1,287,473.00	7,570,067.96	65.83	3,929,932.04

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	WRA SANI SEWER PHASE 3 TOTAL	7,275,000.00	139,820.05	4,743,738.85	65.21	2,531,261.15
	WRA SANI SWR PHS 4 TOTAL	7,000,000.00	424,548.09	4,402,541.98	62.89	2,597,458.02
	WALLACE FARM TOTAL	1,200,000.00	.00	.00	.00	1,200,000.00
	JACOB ST OVERLAY PROJ TOTAL	900,000.00	.00	.00	.00	900,000.00
	GRIMESPLEX TOTAL	.00	.00	4,400,000.00	.00	4,400,000.00-
	WATER PRODUCTION PROJECTS TOTA	.00	.00	1,106,768.83	.00	1,106,768.83-
	EQUIP REVOLVING PROGRAM TOTAL	300,000.00	.00	327,161.00	109.05	27,161.00-
	WATER TOTAL	5,568,549.00	407,785.15	4,692,099.73	84.26	876,449.27
	WATER DEPOSITS TOTAL	15,000.00	6,771.58	44,177.52	294.52	29,177.52-
	WATER SINKING TOTAL	2,060,261.00	.00	.00	.00	2,060,261.00
	SEWER TOTAL	4,296,137.00	305,126.09	2,808,583.48	65.37	1,487,553.52
	SEWER SINKING TOTAL	326,505.00	.00	.00	.00	326,505.00
	LANDFILL/GARBAGE TOTAL	907,981.00	65,403.04	552,562.29	60.86	355,418.71
	STORM WATER TOTAL	779,790.00	73,318.19	596,753.27	76.53	183,036.73
	TOTAL REVENUE BY FUND	91,051,823.00	4,468,663.86	60,641,893.86	66.60	30,409,929.14


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$25,000,000.00
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Mar-23
General
Road Use
Capital Projects
Water
Sewer
Storm Water
Solid Waste
GrimesPlex

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM: Resolution Approving an Agreement with the City Of Grimes for Obtaining Funding Through The Iowa Department of Transportation's "Revitalize Iowa's Sound Economy" (R.I.S.E.) Program for the SE 40th Street and SE Park Drive Extension Project

BACKGROUND: The City Council approved a resolution regarding the RISE Application on SE 40th Street and SE Park Drive in January of 2023. Since then, the Iowa DOT has been reviewing the application and has requested a few minor changes to the resolution that was included.

These changes were related to the endorsement of the project, and acknowledgment that the public roadways will be dedicated to the City of Grimes and maintained to reasonable standards.

The revised resolution is included for review in your packet.

BUDGETARY CONSIDERATIONS: I

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Approval of the Resolution

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

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

RESOLUTION 04-4123

RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF GRIMES FOR OBTAINING FUNDING THROUGH THE IOWA DEPARTMENT OF TRANSPORTATION'S "REVITALIZE IOWA'S SOUND ECONOMY" (R.I.S.E.) PROGRAM FOR THE SE 40TH STREET AND SE PARK DRIVE EXTENSION PROJECT (Amending Resolution 01-0923)

WHEREAS, the State of Iowa has developed a program of funding, administered through the Iowa Department of Transportation entitled "Revitalize Iowa's Sound Economy" (R.I.S.E.)

WHEREAS, said program assists cities in the development of appropriate transportation systems to attract and retain business and industry, creating job opportunities for the citizens of those communities and improving the overall economic character of the area, and

WHEREAS, there is demand from businesses for parcels in Grimes with adequate transportation access, and

WHEREAS, the SE 40th Street and SE Park Drive Extension Project as proposed by the City of Grimes will provide access to 57.8 acres of property that will be developed into offices, distribution and warehousing uses within the Prairie Business Park, and

WHEREAS, the future economic growth should create new jobs for central lowans and long term investments for businesses, and

WHEREAS, all public roadways constructed within the project will be dedicated to the City of Grimes, and will be adequately maintained to standards consistent with the codes and policies within the City of Grimes, and

WHEREAS, the City of Grimes endorses the project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the Authority approves the Agreement with the City of Grimes to facilitate the application to the Iowa DOT for R.I.S.E. funding which will partially finance the SE 40th Street and SE Park Drive Extension Project.

PASSED AND APPROVED THIS 25TH DAY OF APRIL 2023.

_____

Scott Mikkelson, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION

Meeting Date: 04/25/23

AGENDA ITEM: Resolution 04-4223 Approving Personnel Transactions

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

The resolution also, in part, authorizes the creation of a new position – Engineering Technician I – which was budgeted for and approved in the 2024 fiscal budget process.

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

STRATEGIC PLANNING:

Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S):

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Human Resources Director
efisk@grimesiowa.gov
515-986-9636

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

RESOLUTION NO. 04-4223 APPROVING PERSONNEL TRANSACTIONS

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

Section 1. Pursuant to duly authorized job description and approved salary range by the City Council, Chris Shroyer was hired as full-time Sports Facilities Maintenance Specialist in the Parks and Recreation department at the hourly rate of $25.00.

Section 2. Pursuant to duly authorized job description and approved salary range by the City Council, Jordan Lane was hired as full-time Code Enforcement Officer in the Development Services department at the hourly rate of $27.66.

Section 3. Pursuant to a job description developed by the Human Resources Director, and budgeted for the 2024 fiscal year, and at a wages range of $27.66 - $34.93, the position of Engineering Technician I is hereby approved in the form and manner attached hereto.

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

PASSED AND APPROVED this 25th day of April 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

City of Grimes Job Description

A. Position Title	Location
Engineering Technician I	Development Services

B. Job Specifications

☒**Regular, Full-Time**	☐**Part-Time**	☐**Seasonal, From**: Click here to enter text.
Department:	Development Services	**To**: Click here to enter text.
Reports to:	Senior Engineering Technician	**Bargaining Unit: N/A**
Post Offer Testing:	Click here to enter text.	**Last Review Date**: Click here to enter text.
Civil Service:	No	**Hourly/Monthly Pay: $27.66 – $34.93/hour**

C. Job Description Summary

Under the general supervision of the Senior Engineering Technician, supervises the construction phase services for the City of Grimes in relation to public infrastructure being constructed with capital improvement plan (CIP) projects and private development projects. Work duties also include assisting the City Engineer with: civil engineering tasks related to in-house design projects; managing consultant engineer and in-house designed CIP projects; reviewing public infrastructure relating to private development projects; maintaining the City of Grimes geographic information system (GIS); coordinating with franchise utility owners concerning relocations and permitting; and responding to complaints and inquires from the general public, city staff, and contractors.

G. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.
Performs and/or coordinates all aspects of construction engineering services for public infrastructure improvements related to CIP and private development construction projects.
Performs and/or coordinates various field testing of materials for construction projects to determine compliance with contract documents and design standards.
Conducts field surveys to collect infrastructure location data for the design of in-house engineering projects and maintenance of the City of Grimes' GIS system. Ability to properly operate, adjust and, maintain survey and GPS equipment.
Assists Staff Engineers with in-house engineering projects; including data collection, computer aided drafting (CAD), engineering design, preparation of contract documents, and project bidding and contract award.
Assists with reviewing franchise utility permits following the procedures set up by the City and coordinating any required franchise utility relocations occasioned CIP projects.
Responds to complaints by the general public concerning construction issues on CIP and private development projects.
Provides information to contractors, consultants, and city staff regarding relative codes, design standards, ordinances and contract documents.
Updates and maintains Development Services Department data for as-built/record drawings of public infrastructure and assists with the upkeep of the City of Grimes' GIS system.
Assists Staff Engineers with design review of contract documents for CIP and private development projects designed by engineering consultants.

Performs other duties and responsibilities as may be assigned.

E. Periodic Job Duties/Responsibilities

Click here to enter text.

F. Qualifications

Education/Experience:	Two years of college level coursework or vocational training in civil engineering technology or related field. Preferred experience includes municipal project construction observation, project management, field surveying, GIS system operation, and AutoCAD drafting.
Skills:	Ability read and interpret construction plans and specifications. Aptitude to create and maintain working relationships with fellow employees, people contracted with the City of Grimes and the general public. Communicating effectively to relay technical and non-technical information, based on the situation. Ability to multi-task with good organizational, time management and problem-solving skills. Work independently with little direct supervision.
Knowledge	Requires understanding and familiarity of established city, state and federal design standards and procedures as well as modern construction methods and operations of civil engineering related municipal infrastructure. Sufficient ability to operate a computer and such software appropriate to assigned tasks.
Licenses/Certifications:	Valid Iowa drivers' license. Certification by the Iowa Department of Transportation for Levels I & II Portland Cement Concrete (PCC), Aggregate Technician and Hot Mix Asphalt (HMA) Sampler is required within 2 years of employment date.
Working Conditions: (Refer to Glossary of Terms)	The work will be split between a typical office setting and field conditions associated with an outdoor environment. In some instances, personal protective equipment (PPE) may be required, such as footwear, safety glasses, ear protection, hard hat, gloves and/or other gear as necessary. Occasional lifting/carrying of up to 50 pounds.
Safety Hazards: (Refer to Glossary of Terms)	Occasional exposure to extreme temperature, noise intensity level, vibration, mechanical, electrical, chemical or dust/fume hazards. May also experience wet and/or humid spaces, uneven terrain, adverse weather conditions and poorly lit locations.
Other:	

J. Disclaimer

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

K. Pre-Employment Screening

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

L. Review

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

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/25/23

AGENDA ITEM: GrimesPlex – Underground Electric Easements – MidAmerican Energy Company.

BACKGROUND: The action that is in front of the council is to approve a resolution authorizing the Mayor to sign an easement agreement with MidAmerican Energy for the GrimesPlex. The City previously entered into an agreement with MidAmerican Energy regarding the two three-phase underground electric services required for the GrimesPlex at 1000 NE Heritage Drive.

In order to provide electrical services to the public structures/improvements being constructed on the property, MidAmerican Energy requires perpetual underground electric easements over a portion of the property.

BUDGETARY CONSIDERATIONS: The underground electric easements are being granted to MidAmerican Energy for consideration of $1.00.

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

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

BOARD/COMMISSION ACTION(S): None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution authorizing the Mayor to sign the easement agreement from MidAmerican Energy Company for the GrimesPlex.

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

Prepared by: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION No. 04-4323

RESOLUTION AUTHORIZING CONVEYANCE OF UNDERGROUND ELECTRIC EASEMENTS IN CONNECTION WITH GRIMESPLEX PROJECT

WHEREAS, the City of Grimes is the owner of certain public property within city limits located at 1000 NE Heritage Drive, Grimes, IA, legally described as:

Lot 14 in HOPE COMMERCIAL PLAT 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

WHEREAS, the Property is intended to be improved for use by the public and residents of Grimes as a recreational sports complex;

WHEREAS, the City has previously entered into an Agreement with MidAmerican Energy Company regarding the Three-phase underground electric extension to two (2) new pad-mounted transformers needed for GrimesPlex at 1000 NE Heritage Drive in Grimes, IA, WMIS 2992191.

WHEREAS, in connection with said GrimesPlex project and in order to provide electrical services to the public structures/improvements being constructed on the Property, MidAmerican Energy Company requires two perpetual underground electric easements over a portion of the above-described real estate, which easement areas are legally described as:

1. **A PART OF LOT 14, HOPE COMMERCIAL PLAT 4, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

   COMMENCING AT THE NORTHEAST CORNER OF LOT 56, SAID HOPE COMMERCIAL PLAT 4; THENCE NORTH 00°03'35" WEST ALONG THE EASTERLY LINE OF SAID LOT 14, A DISTANCE OF 1226.71 FEET; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 17.58 FEET AND WHOSE CHORD BEARS NORTH 01°07'54" WEST, 17.58 FEET; THENCE SOUTH 89°56'25" WEST, 10.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°56'25" WEST, 484.45 FEET; THENCE NORTH 00°03'35" WEST, 10.00 FEET; THENCE NORTH 89°56'25" EAST, 483.96 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 10.01 FEET AND WHOSE CHORD BEARS SOUTH 02°52'25" EAST, 10.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES (4,842 SQUARE FEET).

2. **A PART OF LOT 14, HOPE COMMERCIAL PLAT 4, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

   COMMENCING AT THE NORTHEAST CORNER OF LOT 56, SAID HOPE COMMERCIAL PLAT 4; THENCE NORTH 00°03'35" WEST ALONG THE EASTERLY LINE OF SAID LOT 14, A DISTANCE OF 97.75 FEET; THENCE SOUTH 89°56'26" WEST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°56'26" WEST, 316.25 FEET; THENCE NORTH 00°03'34" WEST, 10.00 FEET; THENCE NORTH 89°56'26" EAST, 316.25 FEET; THENCE SOUTH 00°03'35" EAST, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,163 SQUARE FEET).

WHEREAS, the Council finds that the conveyance of the perpetual easements for underground electric line purposes is necessary to provide electrical services to and effectuate the public purposes of the GrimesPlex project;

WHEREAS, the Council finds that it is in the City's best interest to grant the easement interests as set forth herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Grimes, Iowa:

SECTION 1. That the Mayor and City Clerk are authorized to enter into the Underground Electric Easement agreement attached hereto as **Exhibit A** and incorporated herein by this reference, for conveyance of the easement rights described therein.

SECTION 2. This Resolution shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed by the Council this 25th day of April, 2023, and approved this 25th day of April, 2023.

_____
SCOTT MIKKELSEN, MAYOR

ATTEST:

_____
ROCHELLE WILLIAMS, CITY CLERK

Prepared by and return to: Aaron O'Boyle 515-281-2579
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT

		State of	Iowa	
Folder No.	118659	County of	Polk	
Work Req. No.	2992191	Section	32	
Project No.	A1145	Township	80	North
		Range	25	West of the 5th P.M.

1. For and in consideration of the sum of One and no/100---Dollar ($1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **City of Grimes, Iowa**, a municipal corporation, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Lot 14, Hope Commercial Plat 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

EASEMENT AREA:

An underground electric easement described as follows:

Said easement area is generally depicted on Exhibit "A" and Exhibit "B", attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

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

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

Dated this ____ day of _____, 2023

City of Grimes, Iowa, a municipal corporation

Signed: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 2023,

by _____ as _____ of City of

Grimes, an Iowa municipal corporation.

_____
Signature of Notary Public

EXHIBIT 'A' - EASEMENT PLAT

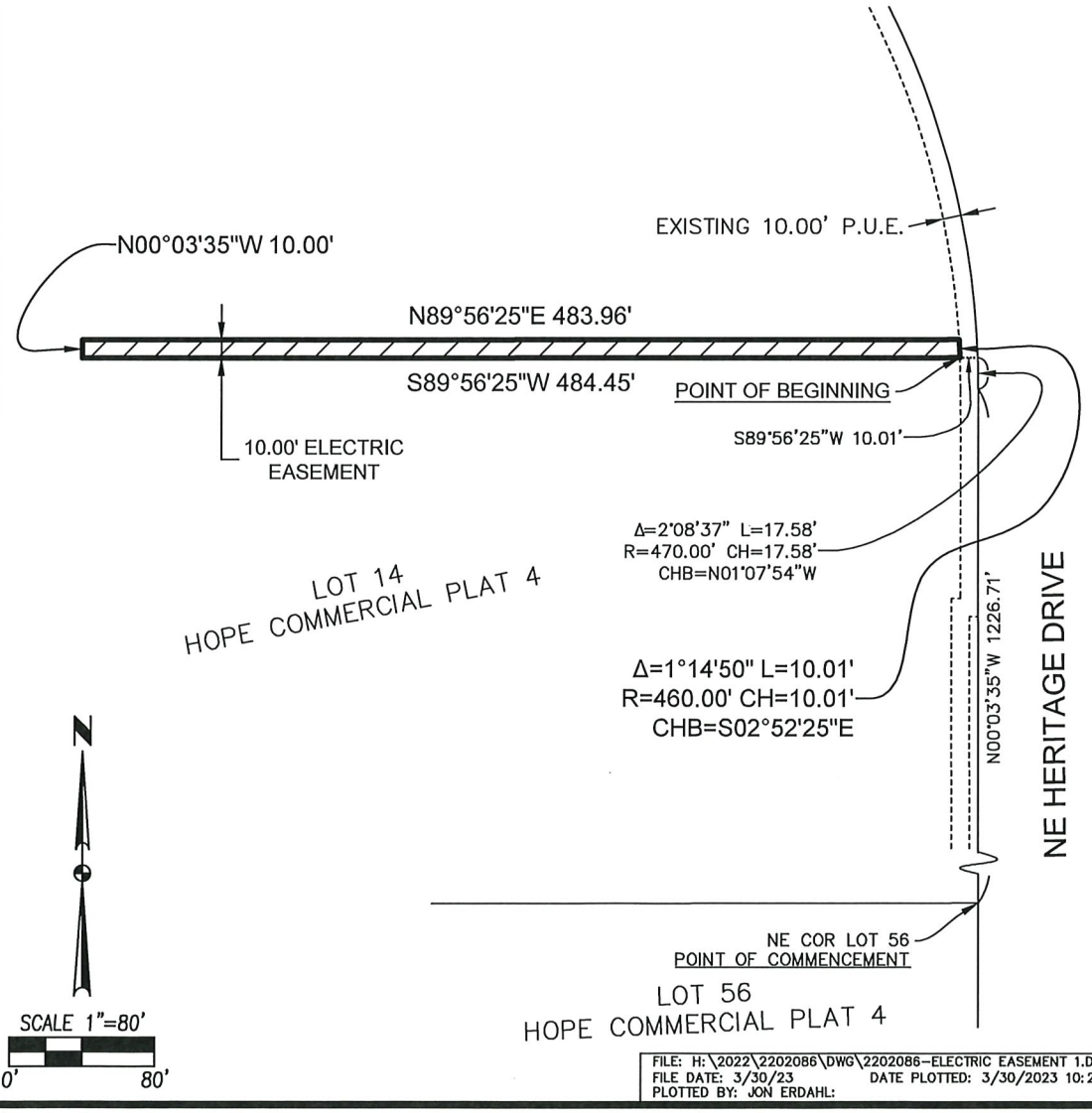
OWNER

CITY OF GRIMES

ELECTRIC EASEMENT DESCRIPTION

A PART OF LOT 14, HOPE COMMERCIAL PLAT 4, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 56, SAID HOPE COMMERCIAL PLAT 4; THENCE NORTH 00°03'35" WEST ALONG THE EASTERLY LINE OF SAID LOT 14, A DISTANCE OF 1226.71 FEET; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 17.58 FEET AND WHOSE CHORD BEARS NORTH 01°07'54" WEST, 17.58 FEET; THENCE SOUTH 89°56'25" WEST, 10.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°56'25" WEST, 484.45 FEET; THENCE NORTH 00°03'35" WEST, 10.00 FEET; THENCE NORTH 89°56'25" EAST, 483.96 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 10.01 FEET AND WHOSE CHORD BEARS SOUTH 02°52'25" EAST, 10.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES (4,842 SQUARE FEET).



FILE: H:\2022\2202086\DWG\2202086-ELECTRIC EASEMENT 1.DWG
FILE DATE: 3/30/23 DATE PLOTTED: 3/30/2023 10:26 AM
PLOTTED BY: JON ERDAHL:

1/1 2202.086	PT. LOT 14 HOPE COMMERCIAL PLAT 4 EASEMENT PLAT GRIMES, IOWA	CIVIL DESIGN ADVANTAGE	4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PH: (515) 369-4400

EXHIBIT 'B' - EASEMENT PLAT

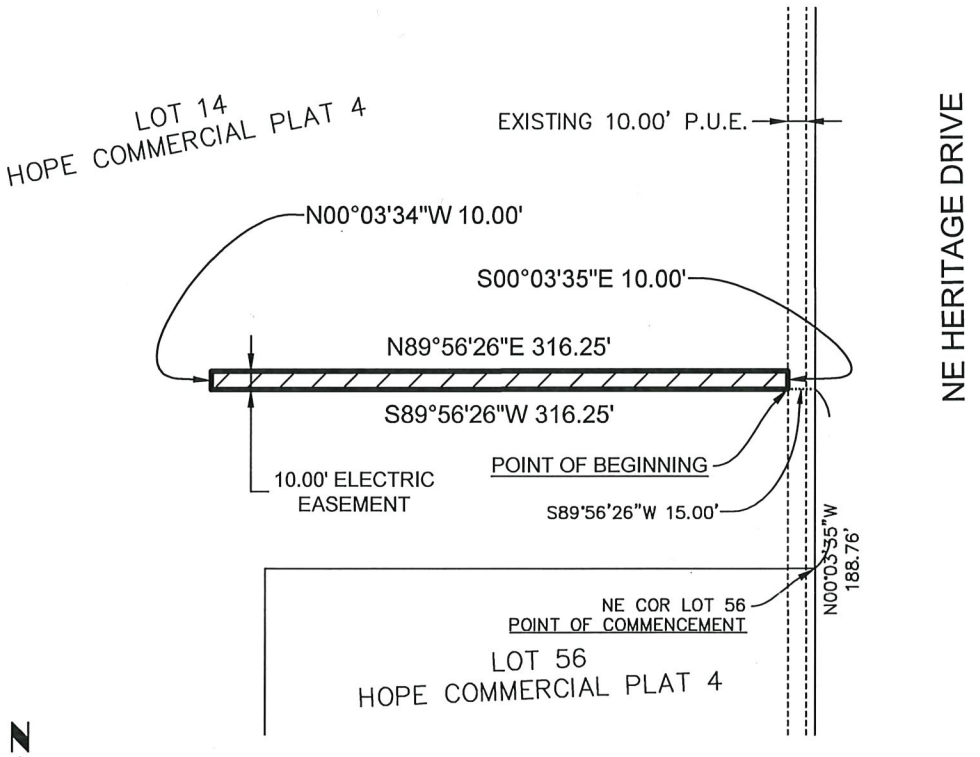
OWNER

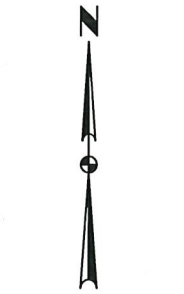
CITY OF GRIMES

ELECTRIC EASEMENT DESCRIPTION

A PART OF LOT 14, HOPE COMMERCIAL PLAT 4, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 56, SAID HOPE COMMERCIAL PLAT 4; THENCE NORTH 00°03'35" WEST ALONG THE EASTERLY LINE OF SAID LOT 14, A DISTANCE OF 97.75 FEET; THENCE SOUTH 89°56'26" WEST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°56'26" WEST, 316.25 FEET; THENCE NORTH 00°03'34" WEST, 10.00 FEET; THENCE NORTH 89°56'26" EAST, 316.25 FEET; THENCE SOUTH 00°03'35" EAST, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,163 SQUARE FEET).





FILE: H:\2022\2202086\DWG\2202086-ELECTRIC EASEMENT 2.DWG
FILE DATE: 3/30/23 DATE PLOTTED: 3/30/2023 10:06 AM
PLOTTED BY: JON ERDAHL:

1/1 2202.086	PT. LOT 14 HOPE COMMERCIAL PLAT 4 EASEMENT PLAT GRIMES, IOWA	CIVIL DESIGN ADVANTAGE	4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PH: (515) 369-4400

RESOLUTION TO ENTER INTO A CONTRACT FOR APPRAISAL SERVICES

Grimes Resolution No.04-4423

WHEREAS, the City of Grimes (Grimes) is considering the purchase of a special purpose property that includes real property interests; and,

WHEREAS, in order to properly evaluate the value of this purchase, Grimes needs to retain an expert to provide an appraisal to the Grimes Mayor, City Council and City Staff with regard the potential purchase and its value;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Grimes City Administrator is authorized to negotiate and execute a Professional Services Agreement with an expert on behalf of Grimes to obtain an appraisal regarding a possible purchase of special purpose property, and to spend up to $27,500 in compensation for this expert appraisal.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___to___ on the 25th day of April, 2023, and approved by the Mayor on the 25th day of April, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

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: 4/25/23

AGENDA ITEM: Iowa Highway 44 Trail Extension – Snyder & Associates, Inc. Professional Services Agreement Amendment No. 1 for engineering construction services.

BACKGROUND: The Iowa Highway 44 Trail Extension project was recently bid and the construction contract awarded, which moved the project from the design phase to the construction phase. The PSA with Snyder & Associates, Inc. (Snyder) was set up to add the engineering services required during construction after award of the construction contract. Snyder will be providing the following engineering construction services: construction administration, staking, and monument preservation. The construction schedule is to hold the preconstruction meeting in April with construction starting around the first week of May. The project substantial completion is scheduled to be by the start of the next school year in August with final completion for restoration later in the fall.

BUDGETARY CONSIDERATIONS: The total fee proposed for the construction engineering services is $23,700.00, which is about a 5.2% fee compared to the low bidder's construction costs. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:
Prioritized: Yes

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

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 1 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 AMEND CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 04-4523

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with Snyder & Associates, Inc. (Snyder) for consulting services for the Iowa Highway 44 Trail Extension project on November 8, 2022; and,

WHEREAS, it was determined that there was a need for additional construction engineering services to be added to the PSA consisting of construction administration, construction staking, and monument preservation; and

WHEREAS, Snyder has proposed the attached Professional Services Agreement Amendment No. 1 that has a scope of work to be supplied by Snyder and compensation to be paid by Grimes for their additional engineering consulting services related to the Iowa Highway 44 Trail Extension project; 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. 1 with Snyder on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of April, 2023, and approved by the Mayor on the 25th day of April, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 1

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: John Haldeman
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Grimes	
Project Name: Iowa Highway 44 Trail Extension Project	
S&A Project Number: 122.1545.01	**Original Agreement Date:** November 8, 2022

DESCRIPTION OF ADDITIONAL SERVICES:

See Attachment 1 for Scope of Services.

Construction Administration = $12,400

Construction Staking = $8,500

Monument Preservation = $2,800

☐ Lump Sum in the amount of: $

☒ Hourly plus expenses per original agreement or attached fee schedule, not to exceed budget: $23,700

☐ Document attached:

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Grimes (Client)
(Type or Print Name above line)

By: _____
(Authorized Agent)

_____
(Printed or typed signature)

Date: _____

SNYDER & ASSOCIATES, INC. (Professional)

By: Digitally signed by Tim L. West Date: 2023.04.19 11:04:23 -05'00'
(Authorized Agent)

Tim L. West
(Printed or typed signature)

Date: 04/19/2023

Route executed to: John Haldeman

ATTACHMENT 1 – SCOPE OF SERVICES

IOWA HIGHWAY 44 TRAIL EXTENSION PROJECT

I. SCOPE OF WORK

Replace Section D as follows:

D. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and franchise utility companies to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.

b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the Contract Documents.

c. The PROFESSIONAL shall assist the CLIENT with On-Call construction administration assistance throughout the duration of the construction project. This construction assistance may comprise of answering questions from the CLIENT, attend construction meetings, construction observation, and similar type work upon request of the CLIENT. The PROFESSIONAL has anticipated a maximum of 2 hours of assistance per week for approximately 15 weeks.

d. The PROFESSIONAL shall attend a final walk through of the project and provide a certificate of project completion.

2. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The Contract Documents shall contain a provision that the PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense. It is anticipated that the PROFESSIONAL shall perform the following items:

a. PROJECT site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the Contractor for machine control).

b. Existing pavement removals and construction limits (50' intervals and points of deflection)

c. Storm sewer pipe and structures (SUDAS station location offsets with flow line and rim/form grade/inlet elevations)

d. Proposed grading (Toe and ditch grade reference on 100' intervals)

e. Roadway sidewalk/trail pavement (Paving hubs staked on 50' intervals and points of deflection. Offsets to a single edge with elevations)

f. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space locations, single edge and corner offsets with elevations)

g. Traffic signal equipment (Center and offset locations with elevations)

3. CONSTRUCTION OBSERVATION

It is understood at this time the CLIENT will provide construction observation for the project.

4. MONUMENT PRESERVATION

The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the PROJECT corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/25/23

AGENDA ITEM: SE Trail Ridge Road Reconstruction – MSA Professional Services, Inc. Professional Services Agreement Amendment No. 1 for engineering construction services.

BACKGROUND: The SE Trail Ridge Road Reconstruction project was recently bid and the construction contract awarded, which moved the project from the design phase to the construction phase. The PSA with MSA Professional Services, Inc. (MSA) was setup to add the engineering services required during construction after award of the construction contract. MSA will be providing the following engineering construction services: construction administration, staking, and post construction items. The construction schedule is to hold the preconstruction meeting in April with construction starting around the first week of May. Project substantial completion will be this fall with final completion for restoration either this fall or next spring.

BUDGETARY CONSIDERATIONS: The total fee proposed for the construction engineering services is $62,280.00, which is about a 4.3% fee compared to the low bidder's construction costs. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:
Prioritized: Yes

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

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 1 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 AMEND CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 04-4623

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with MSA Professional Services, Inc. (MSA) for consulting services for the SE Trail Ridge Road Reconstruction on September 13, 2022; and,

WHEREAS, it was determined that there was a need for engineering construction services to be added to the PSA consisting of construction administration, construction staking, and post construction documentation; and

WHEREAS, MSA has proposed the attached PSA Amendment No. 1 with a scope of work to be supplied by MSA and compensation to be paid by Grimes for their additional consulting services related to the SE Trail Ridge Road Reconstruction; 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 PSA Amendment No. 1 with MSA on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of April, 2023, and approved by the Mayor on the 25th day of April, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

Amendment No. 1

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

Date of Issuance: **April 25, 2023**

MSA Project No.: **09410015**

This is an amendment to the Agreement dated September 13, 2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: SE TRAIL RIDGE ROAD RECONSTRUCTION

The project scope has changed due to: Inclusion of Construction Services

The scope of the work authorized is: See Attached

The estimated fee for the work: $62,280.00

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:

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren

Nichole Sungren, P.E.
Team Leader
Date: 04/25/2023

Jake Huck, P.E.
Regional Public Works Manager
Date: 04/25/2023

101 NE Harvey Street
Grimes, IA 50111
Phone: (515) 986-3036

1555 SE Delaware Avenue
Ankeny, IA 50021
Phone: (515) 964-1920

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.

AMENDMENT 1 – CONSTRUCTION PHASE SERVICES

SCOPE OF SERVICES
MSA will provide services as set forth below.

1. **Construction Administration**
    - Meet with the Owner to determine project construction requirements, provide periodic updates of the project progress, and discuss any relevant issues concerning the project.
    - Conduct a preconstruction conference with all interested parties in-person;
        i. Set up meeting and distribute electronic meeting invitation
        ii. Prepare and distribute minutes and agenda
    - Receive and review any and all schedules that contractor has submitted, including progress schedule and schedule of Values.
    - Review and approve shop drawings, samples and other construction related materials;
    - Recommend Change orders to Owner as appropriate and prepare same.
        i. Review and recommend change orders to OWNER for payment
        ii. Prepare any associated plan sheet revisions due to the Change Order requests and provide PDF copies of revised plan sheets to OWNER and Contractor
    - Provide one copy of all Contractor Submittals to Owner
    - Attend weekly construction meetings. An assumption of twenty (20) onsite meetings is with this scope by project engineer and an assumption of five (5) onsite meetings by project manager.
    - Onsite engineering site visits by project manager have been estimated to be ten (10) hours and by project engineer have been estimated to be forty (40) hours during project construction for any questions from the Contractor or City inspector.
    - Attend and prepare project punchlist upon project substantial completion
        i. It is assumed that the Engineer will prepare a total of two (2) punchlists
    - Attend punchlist walkthrough with City, Engineer and Contractor
        i. It is assumed that one (1) walkthrough meeting will take place onsite
    - Prepare project close out documents, including punch list of noncompliant construction features and owners' certificate of completion.
    - Perform internal quality review to assure compliance with OWNER's intent.
    - Coordinate internal Staff to assure compliance with OWNER's intent
    - Prepare Project Correspondence.
    - Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.

2. **Construction Staking**
    - Provide onsite construction staking to meet the requirements of SUDAS section 11,010 – Construction Survey.
    - Engineer shall provide one set of stakes for each of the following:
        i. Storm Sewer (all 3 Phases)
        ii. Subbase (all 3 Phases)
        iii. Pavement (all 3 Phases)
            1. Includes sidewalk and ADA ramps

- An assumption of three (3) site visits for site staking per item has been assumed in this scope. Any additional staking requirements by the Contractor due to staging will at the Contactor's expense. Any stakes that need to be replaced due to the Contractor's negligence, will be at the Contractor's expense.

3. Post Construction

- Prepare and provide OWNER as-built drawings for the proposed improvements. As-built information shall include the following:
    i. Tabular text file of existing infrastructure collected during the completion of topographic survey for the project.
    ii. CAD file in AutoCAD format.
    iii. Tabular text file of utility data collected during construction
    iv. One (1) half-size (11x17) paper set of the post-construction record drawings.
    v. One (1) half-size (11x17) PDF set of the post-construction record drawings.

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. Additional Meetings
Attendance at any such meetings that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.

2. Additional Site Visits
Additional site visits to review project progress or to review contractor punchlist progress that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.

3. Additional Stakes
Additional stakes, due to the Contractor's negligence, will be at the Contractor's expense. The Engineer will notify the City, in writing (email) of the staking needs prior to staking in the field.

EXCLUSIONS

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

1. Construction Observation Services
    a. Construction Observation to be provided by City Staff. Services can be provided by a contract amendment, if requested.

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- 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 Construction Services (Hourly Not to Exceed)	**$62,280.00**

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within surface water flowage easement and Declaration of Site Restrictions for Bridge Creek Plat 5 Lot 8 & 9

BACKGROUND: The owner of 813 NE Bridge Park Place has requested approval to install a pool and associated paving within the surface water flowage easement on the subject property. The installation of the pool and associated paving has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the surface water flowage easement. Further, the existing principal building crosses the common property line between the lots and was partially constructed within the surface water flowage easement. However, at the time of construction, the City was not requiring Declaration of Site Restriction for improvements crossing common property lines nor was the City requiring Consent to Improvement documents for improvements within easements. Staff has added the principal building to the request for the pool construction. The existing principal building has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the surface water flowage easement. Finally, a declaration of site restrictions is necessary to ensure the lots are not sold independently of one another, and both are maintained to equal condition.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within surface water flowage easement and Declaration of Site Restrictions for Bridge Creek Plat 5 Lot 8 & 9

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 04-4723

RESOLUTION APPROVING CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SURFACE WATER FLOWAGE EASEMENT AND DECLARATION OF SITE RESTRICTIONS FOR
LOT 8 & 9 IN BRIDGE CREEK PLAT 5
813 NE BRIDGE PARK PLACE

WHEREAS, the owners of Lot 8 & 9 in Bridge Creek Plat 5 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within surface water flowage easement to permit the installation of a pool and associated paving within the easement area on the Property; and

WHEREAS, a portion of the existing principal structure is located within the surface water flowage easement and the City hereby grants approval of the encroachment into the easement; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within surface water flowage easement; and

WHEREAS, a building permit for the construction of a principal building has been submitted and approved for Lot 8 & 9, Bridge Creek Plat 5; and

WHEREAS, certain site restrictions have been established regarding the maintenance and conveyance of the lots; and

WHEREAS, Owner has agreed to enter into an agreement declaring certain site restrictions.

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

1. That the Consent and Agreement for Improvements within surface water flowage easement ("Consent and Agreement") regarding Lot 8 & 9, Bridge Creek Plat 5, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.
2. That the Declaration of Site Restrictions is hereby accepted and approved by the City Council of the City of Grimes, Iowa.

PASSED AND APPROVED this 25th day of April, 2023.

By: _____
Ryan Burger, Mayor Pro Tem

ATTEST:

_____
Rochelle Williams, City Clerk

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

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Scott and Amber Mikkelsen, a married couple, (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

   Lot 8 & 9 of Bridge Creek Plat 5 (813 NE Bridge Park Place), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain surface water flowage easement, dated July 8, 2014 recorded on October 27, 2014, in Book 15364, Page 18-35 in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

4. IMPROVEMENTS. The Property Owners have already constructed the principal building on the Property, the exact nature and scope of which is described on Exhibit B, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the

Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

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

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

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

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

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

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

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

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

Signed this ___ day of _____, 20__.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.]

PROPERTY OWNERS

Scott Mikkelsen

Amber Mikkelsen

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 18th day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Rachel Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 18th day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amber Mikkelsen, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

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

Rachel Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Ryan Burger, Mayor Pro Tem

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

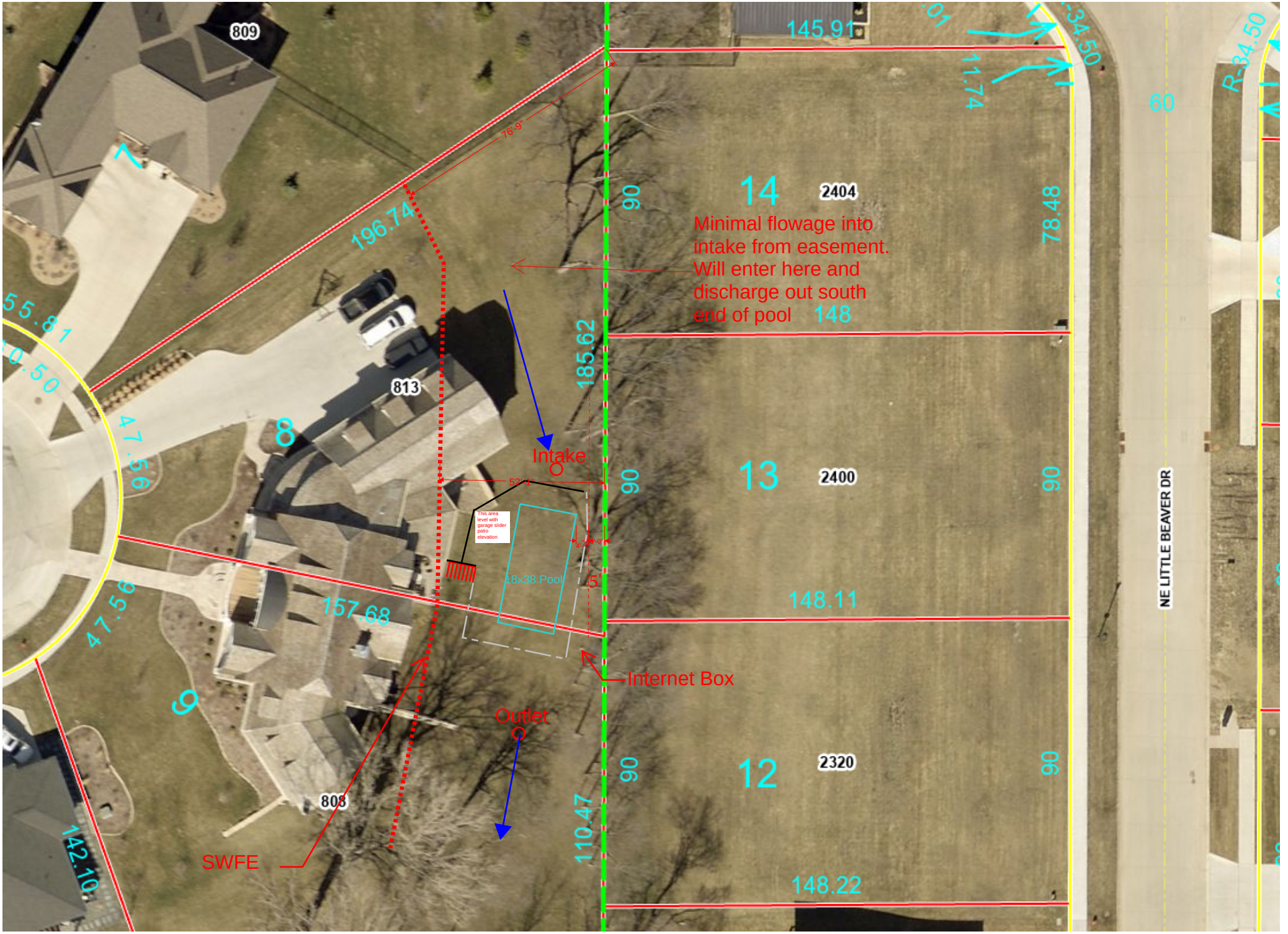

809
813
808
145.91
196.74
76'-9"
55.81
47.56
157.68
142.10
185.62
110.47
148.11
148.22
78.48
90
14
2404
Minimal flowage into intake from easement. Will enter here and discharge out south end of pool
148
13
2400
12
2320
Intake
Outlet
Internet Box
SWFE
18x38 Pool
5'
NE LITTLE BEAVER DR
60
R-34.50
11.74

Exhibit A

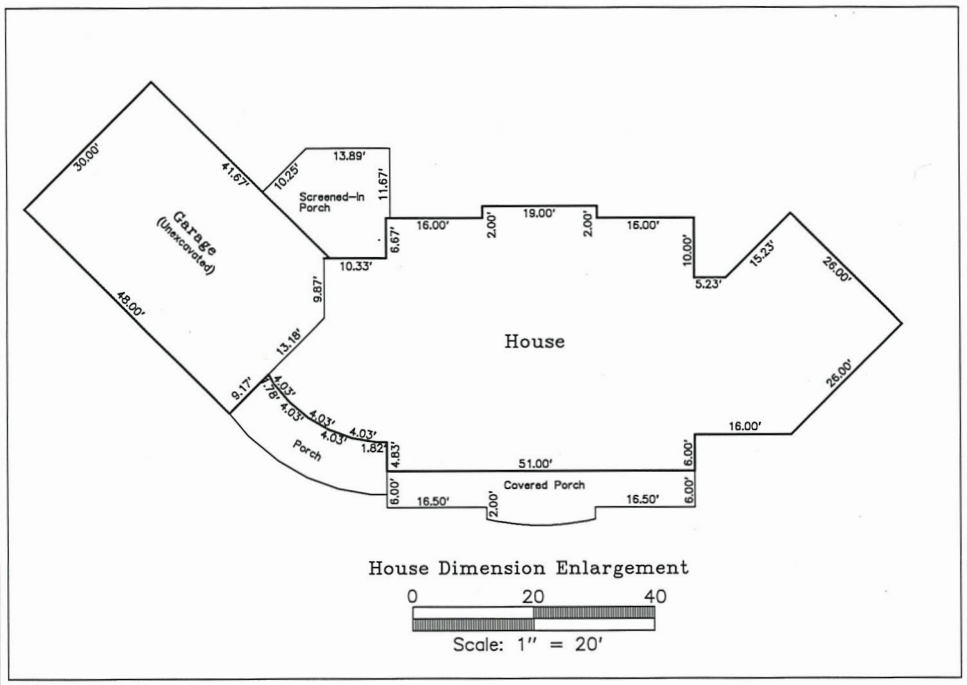
Exhibit B

RESIDENTIAL SITUATION PLAN

Denton Homes
808 NE Bridge Park Place
Grimes, Iowa.

DRAFTER: MM
DATE: 7/6/2016
REVISION DATE: 10/18/16
PROJECT NO: 16377

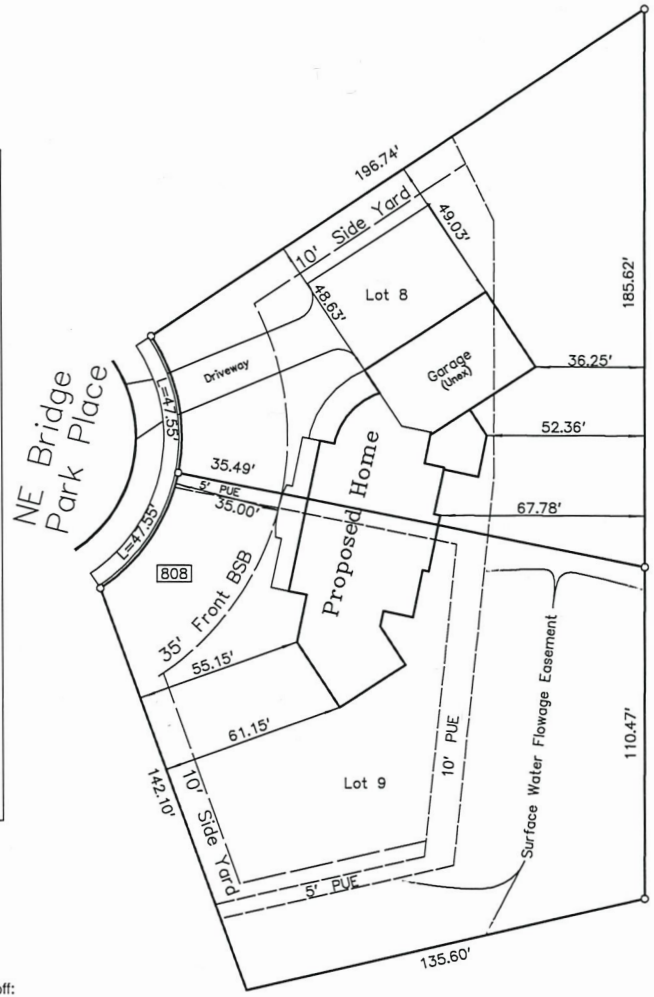
LEGAL DESCRIPTIONS
Lots 8 & 9, Bridge Creek Plat 5,
Grimes, Polk County, IA.

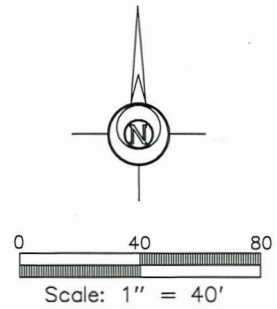


House Dimension Enlargement

0 20 40

Scale: 1" = 20'





Approved by Contractor: _____
Signature Date

Notes:

1) The contractor has elected to determine his own building and site grades.
2) Verify (if applicable) the as-built sanitary sewer service location and elevation prior to construction. Adjust building grades as needed.
3) The contractor is responsible for insuring that all construction is in accordance with any Minimum Opening Elevation (M.O.E.), Minimum Protection Elevation (M.P.E.) or flood protection requirement(s).
4) The contractor is responsible for insuring that the driveway is located and constructed in accordance with any and all applicable City/County standards. Unless precise dimensions are called out the driveway is shown for conceptual purposes ony. Verify also, any contractual requirements.
5) The contractor is responsible for any and all construction methods and or materials.
6) The contractor shall obtain a building permit prior to starting construction. The City/County Building Department shall verify proposed setbacks (see checkoff lower right) prior to issuing the building permit.
7) No changes unless authorized in writing by the City/County and Abaci Consulting, Inc.
8) Utilities are shown for reference only. The contractor is responsible for any and all damages to any utilities. Iowa law requires at least 48 hours advance notice prior to excavation. Notify Iowa One-Call at 1-800-292-8989.
9) The dimensions and setbacks are to the outside of foundation walls. Prior to construction the contractor shall verify that any soffits, overhangs, gutters, cantilevers, fascia, facades, etc. are not encroaching beyond required setbacks for said building elements.
10) Refer to the detailed foundation plan for dimensional details. In the event of a descrepancy between this and the detailed foundation plan the detailed foundation plan shall govern. The contractor shall verify all foundation dimensions prior to construction.
11) The contractor shall verify any other special City/County requirements as related to sidewalks/recreation trails, or any other public improvements. Any depictions heron are for conceptual purposes only.
12) This plan was prepared for City/County approval only. The contractor shall be responsible for meeting any and all requirements to comply with restrictive covenants.

City Building Dept Checkoff:

	Okay	Not Okay
Front Setback	☐	☐
Side Setback	☐	☐
Rear Setback	☐	☐
Driveway Location	☐	☐
Easements	☐	☐

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

WHEN RECORDED RETURN TO:
Rochelle Williams
Grimes City Clerk
101 NE Harvey Street
Grimes, Iowa 50111

Preparer
Information: City of Grimes, 410 SE Main Street Suite 102, Grimes, Iowa 50111 Phone (515) 986-4050

DECLARATION OF SITE RESTRICTIONS

THIS DECLARATION OF SITE RESTRICTIONS ("Agreement") is made and entered into this 18th day of April, 2023, by and between the CITY OF GRIMES, IOWA, a municipal corporation (the "City") and Scott and Amber Mikkelsen (collectively, the "Property Owner").

RECITALS:

A. Property Owner is the owner of certain real property located in the City of Grimes, Polk County, Iowa ("City"), legally described as:

Lot 8, Bridge Creek Plat 5, an Official Plat, City of Grimes, Polk County, Iowa; and,

Lot 9, Bridge Creek Plat 5, an Official Plat, City of Grimes, Polk County, Iowa.

B. The Property Owner desires to integrate the two lots into one property for the purpose of placing accessory structures and the principal building and allowing such structures to cross the common property line between Lot 8 & 9.

C. The City has agreed to allow the installation of accessory structures and the principal building on Lot 8 and 9, provided that the Property Owner agrees to impose certain restrictions on the Property, as set forth herein.

NOW, THEREFORE, in consideration of the above premises and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

2. Conveyance of Both Lots to Same Owner Required. For as long as the accessory structures and principal building are located on Lot 8 and 9, the Property Owner agrees that Lot 8 and 9 shall not be conveyed independently and that both Lot 8 and 9 shall be equally maintained in a manner that is consistent with the neighborhood.

3. Runs with Land. The restrictions set forth in this Agreement shall run with the land and be binding upon the future owners of the Property.

4. Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

5. Warranty of Title. Property Owner hereby warrants to the City that the Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.

6. Amendment and Waiver. No amendment to this Agreement will be valid unless it is made in writing, approved by the City and executed by both the City and Property Owner. No specific waiver or forbearance for any breach of any of the terms of this Agreement shall be considered as a general waiver of that or any other term of this Agreement.

7. Entire Agreement. This Agreement contains the complete and entire understanding of the parties with respect to the subject matters hereof and no changes shall be recognized as valid unless they are made in writing and signed by the parties.

8. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement pursuant to judicial decree shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

10. Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF GRIMES

By:_____
Ryan Burger, Mayor Pro Tem

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa
My Commission expires _____

Scott Mikkelsen
Property Owner

Amber Mikkelsen
Property Owner

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 18th day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



Rachel Greving
Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 18th day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amber Mikkelsen, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



Rachel Greving
Notary Public in and for the
State of Iowa

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/25/2023

AGENDA ITEM: GrimesPlex Buildings – 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 GrimesPlex Buildings project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on April 25th, hold the bid opening on May 25th @ 10:30 AM, hold the public hearing on June 6th @ 5:30 PM and award the project following the public hearing.

The project will include vertical structures for the GrimesPlex multi-sports venue which consists of two concession/restroom buildings, a maintenance building, two trash enclosures and two monument signs. This project is scheduled to start construction in early June and reach substantial completion by May 1, 2024 and final completion by May 15, 2024.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately $5,042,141.00. This project is being funded through faculty revenue bonding, developer participation and various other fund-raising activities.

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 25th, 2023 @ 10:30 AM and public hearing date of June 6th, 2023 @ 5:30 PM.

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

Prepared by: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE GRIMESPLEX BUILDINGS, 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 04-4823

RESOLUTION ORDERING CONSTRUCTION OF THE GRIMESPLEX BUILDINGS, 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 GrimesPlex Buildings; 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 GrimesPlex Buildings, 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:

Vertical structures for the GrimesPlex multi-sports venue which consists of two concession/restroom buildings, a maintenance building, two trash enclosures and two monument signs. The buildings are primarily concrete masonry unit construction with masonry and fiber cement siding for the exterior finishes. Roof framing is metal plate wood trusses and glu-lam timber framing with a combination of roof membrane and metal roofing. The North and South concession/restroom buildings are 2,781 square feet with roof area of 5,580 square feet. The maintenance building is 3,267 square feet in size.

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 25, 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 June 6, 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 June 6, 2023.

PASSED AND APPROVED this 25th day of April, 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

SECTION 00 10 01
NOTICE OF BID LETTING

CONTRACTORS: NOTICE OF PUBLIC BID LETTING FOR THE GRIMESPLEX PROJECT, 1000 NE HERITAGE DRIVE, GRIMES, IOWA AND THE TAKING OF BIDS THEREFORE.

NOTICE IS HEREBY GIVEN: BIDS FOR THE GRIMESPLEX PROJECT WILL BE ACCEPTED FOR REVIEW AND CONSIDERATION.

Sealed bids for the Grimesplex Project will be received on May 25, 2023, before 10:30 a.m., CST, according to the designated clock in City Hall, 101 NE Harvey Street, Grimes, Iowa. The Proposals will be publicly opened and read shortly after 10:30 a.m., at the City Hall, 101 NE Harvey Street. Neither the Owner nor its agents will assume liability for the inability of a bidder to submit a bid in a timely manner. Bidders bear full and complete responsibility for the timely submission of such bid. Bids received after the deadline will be rejected.

Scope of work includes but is not limited to the following: Vertical structures for the GrimesPlex multi-sports venue which consists of two concession/restroom buildings, a maintenance building, two trash enclosures and two monument signs. The buildings are primarily concrete masonry unit construction with masonry and fiber cement siding for the exterior finishes. Roof framing is metal plate wood trusses and glu-lam timber framing with a combination of roof membrane and metal roofing. The North and South concession/restroom buildings are 2,781 square feet with roof area of 5,580 square feet. The maintenance building is 3,267 square feet in size.

CONTRACTS:
Bids will be received and project constructed under a single prime contract. Bids must be on a lump sum basis. Work to commence on or about June 7, 2023. Phase 1 is to be substantially complete on or before March 15, 2024. Entire project to be substantially complete by May 1, 2024. Final Acceptance of the Project shall be on or before May 15, 2024.

DOCUMENT AVAILABILITY:
Bid documents will be available for viewing at the Grimes City Hall, 101 NE Harvey St., Grimes, Iowa, the Architect/Engineer's office, 1466 28th Street, Suite 200, West Des Moines, Iowa 50266, and at the following websites:

Construct Connect, www.constructconnect.com
Dodge Data Analytics, www.construction.com
Master Builders of Iowa Construction Update, www.iowaconstructionupdate.com or www.mbi.build
Omaha Builders Exchange, www.omahaplanroom.com

Complete sets of bidding documents are available from Action Reprographics, 515.288.2146. Bidders may contact Action Reprographics and visit their website (www.actionrepro.com) to order the Bid Documents. A $100.00 deposit, or current MBI/ABC Plans Request Card, made payable to City of Grimes is required which will provide for a complete paper copy of the drawings and Project Manual specifications. Any shipping and handling costs are the responsibility of the bidder. Bidders have the option to download electronic Specifications and Drawings in lieu of the paper copy. Plan deposits will be refunded upon the return of the documents, in reusable condition to Action Reprographics within 14 days after the award of the project. **Failure to comply will result in the forfeiture of the plan deposit.**

BIDDING REQUIREMENTS:
Each Bid shall be submitted on the Bid Form provided with the Bidding Documents. No oral, facsimile or telephonic bids or modifications will be considered. Bids shall be addressed and delivered to the City of Grimes, 101 NE Harvey Street, Grimes, IA, 50111 — Attention Rochelle Williams, City Clerk, in sealed envelopes marked with the Project Name and name and address of

Bidder. All bids shall be sealed and plainly marked. Any alteration of the bid form may be cause for rejection of the bid. Signed copies of the Construction Progress Schedule and Resident Bidder Form are to be included with the bid.

Each Bid shall be accompanied by a Bid Security in the amount of five percent (5%) of the total bid submitted. Bid Security must be in the form set forth in the Instructions to Bidders and submitted in a separate sealed envelope clearly labeled Bid Security. Bid Security must be in one of the following forms: Certified Check, Cashier's Check, Certified Share Draft or an approved Bond Form.

The successful Bidder will be required to furnish a Certificate of Insurance and Performance and Labor and Material Payment Bonds both in an amount equal to 100% of the Contract Price and in accordance with other requirements outlined in the Bid Documents.

Should the successful bidder fail or neglect to furnish satisfactory performance/payment bonds, refuse to enter into a Contract on the basis of the bid, or fail to meet the requirements of this Notice and the specifications regulating the award, the bidder's security may be retained as liquidated damages. No bidder may withdraw its bid for a period of forty-five (45) calendar days after the date and hour set for opening of bids.

IOWA STATE SALES TAX: This project is tax exempt. **Do Not** include Iowa State Sales Tax in any calculation of Bid totals. Contractors and Suppliers will be provided an Iowa sales tax exemption certificate for this project.

All bidders must provide a statement regarding the bidder's resident status. This statement shall be on the Bidder Status Form designated by the Iowa Department of Labor commissioner and available online. The statement must be signed by an authorized representative of the bidder. Failure by any bidder to provide a completed statement with its bid may result in the Jurisdiction rejecting the bid as non-responsive.

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.

BASIS OF BIDS:
The Grimes City Council reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any apparent low bidder to establish the qualifications, experience, number of employees, and responsibility of the bidder to do the work. The City of Grimes may require submission of AIA Document A305, Contractor Qualification Statement, at its discretion to the apparent low bidder.

The Bidder shall include all requested Forms and attachments with their submission of the Bid Form; failure to comply may be cause for rejection. Consideration of bids and the award of contract may be made by the City of Grimes to the lowest responsive, responsible bidder determined on the basis of a combination of the base bid **and selected alternates at a special meeting on June 6, 2023, 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.** The right is reserved to reject any and all bids, or any part thereof, and to waive informalities or irregularities and to enter into such Contract or Contracts as shall be deemed in the best interests of the City of Grimes.

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.

All bids will be governed by applicable provisions in the Iowa Code and Jurisdiction Policies.

A Pre-Bid Meeting is scheduled for May 9, 2023, 2:00 p.m., local time at the Grimes Community Complex, 410 SE Main Street, Grimes, IA 50111.

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

Dated at Grimes, Iowa, this **25th day of April, 2023.**

_____

Rochelle Williams
City Clerk/Director of Administrative Services
City of Grimes, Iowa

SECTION 00 10 05
NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN: The Grimes City Council, 410 SE Main Street (Grimes Community Complex), Grimes, Iowa, on June 6, 2023 at **5:30 p.m.** local time, whereat said Council will hold a hearing and may resolve to adopt plans, specifications, form of contract, and estimated cost of the following improvements:

Grimesplex
1000 NE Heritage Drive, Grimes, IA

Scope of work includes, but is not limited to, the following:
Vertical structures for the GrimesPlex multi-sports venue which consists of two concession/restroom buildings, a maintenance building, two trash enclosures and two monument signs. The buildings are primarily concrete masonry unit construction with masonry and fiber cement siding for the exterior finishes. Roof framing is metal plate wood trusses and glu-lam timber framing with a combination of roof membrane and metal roofing. The North and South concession/restroom buildings are 2,781 square feet with roof area of 5,580 square feet. The maintenance building is 3,267 square feet in size.

At said hearing, the Grimes City Council will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the office of the City Clerk, 101 NE Harvey St., Grimes, Iowa, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said City Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

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

Dated at Grimes, Iowa, this **25th day of April, 2023.**

_____
Rochelle Williams
City Clerk/Director of Administrative Services
City of Grimes, Iowa

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CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM:
Resolution Approving the Final Plat for Brookside Village Plat 1 (04-25-2023, 5:30 PM)

BACKGROUND:
The applicant, Signature Ernst Companies, LLC, is requesting approval of a final plat for Brookside Village Plat 1, which will allow for the future subdivision of the 31.64-acre property. The plat consists of four lots and two outlouts for commercial and residential use. NE Beaverbrooke Boulevard will connect to Highway 141 via a roundabout, while NE Destination Drive will extend from the Mid-American site, up to NE Beaverbrooke Boulevard. The site was previously zoned as A-1 and has now been rezoned to R-3 Medium and PUD. The site also lies within the Highway 141 Mixed Use Development Corridor District.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Planning and Zoning Commission recommended approval – 11/1/2022

STAFF RECOMMENDATION:
Resolution Approving the Final Plat for Brookside Village Plat 1 (04-25-2023, 5:30 PM)

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner
mmannel@grimesiowa.gov
515-986-4050

Prepared by: Molly Mannel, Assistant Planner
Return to: Molly Mannel, Assistant Planner

Prepared by: Alex Pfaltzgraff, City of Grimes 50111 515-986-4050

RESOLUTION NO. 4923

RESOLUTION APPROVING FINAL PLAT OF BROOKSIDE VILLAGE PLAT 1 AND CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Brookside Village Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by Signature Ernst Holdings, LLC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has not yet completed the installation of certain Public Improvements to be dedicated to the City, including streets, street lighting, water mains, storm sewers, sanitary sewers, sidewalks, and trails in the Plat, and the Developer has entered into an Agreement to Complete Public Improvements; and

WHEREAS, the Developer has submitted to the City of Grimes a Warranty Deed for Street Lot A located within the Plat; and

WHEREAS, the plat of Brookside Village Plat 1 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

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

That the plat of Brookside Village Plat 1 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the following additional easements to be filed with the Plat:

1. Ingress/Egress Easement
2. Public Storm Sewer Easement
3. Public Sanitary Sewer Easement
4. Public Water Main Easement
5. Public Utility Easement
6. Private Water Main Easement
7. Private Landscape Buffer Easement
8. Private Storm Water Detention Easement
9. Public Water Main Easement – Hope K Farms, LLC
10. Public Sanitary Sewer Easement – Hope K Farms, LLC
11. Public Storm Sewer Easement – Hope K Farms, LLC
12. Temporary Construction Easement – between Hope K Farms, LLC and Signature Ernst Holdings, LLC

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Agreement to Complete Public Improvements.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Warranty Deed for Street Lot A.

BE IT FURTHER RESOLVED that the required sidewalks and trail within the Plat are not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk trail.

BE IT FURTHER RESOLVED that the improvements within Outlot Y of the Plat are not yet constructed, and in no event shall a certificate of occupancy be issued for the Phase 2 residential lots identified on the approved Site Plan until such a time that the improvements within Outlot Y are completed per the approved construction drawings. Following the completion of the improvements within Outlot Y, the Developer shall furnish the appropriate documents and forms to transfer Outlot Y as a street lot to the City of Grimes.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all easement and other agreements, and file the final plat of Brookside Village Plat 1, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this 25th day of April, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Planning & Zoning Staff Report

TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: November 1, 2022
RE: Brookside Village Plat 1 – Final Plat

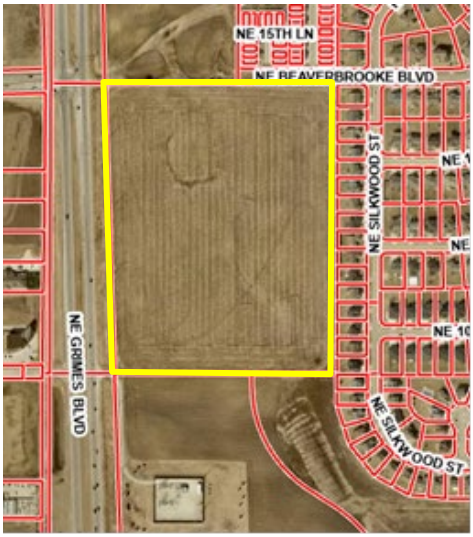
GENERAL INFORMATION:

Applicant: Signature Companies, LLC

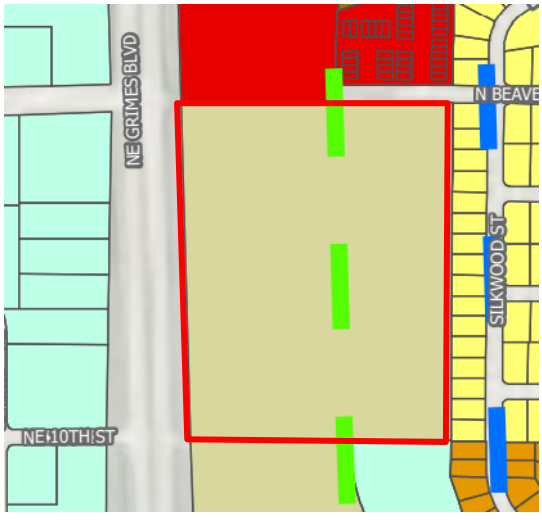
Requested Action Final Plat

Location Generally located east of Highway 141 and south of NE Beaverbrooke Blvd

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed-Use 1/Medium Density Residential	R-3 Medium & PUD
North	Townhomes and Vacant	Mixed-Use 1	C-2
South	Vacant	Mixed-Use 1	A-1 and R-4
East	Single-Family	Low Density Residential	R-1
West	Highway 141/Commercial	Mixed-Use 1	R-4

BACKGROUND:

The applicant is requesting approval of a final plat for Brookside Village Plat 1, which will allow for the future subdivision of the 31.64-acre property. The plat consists of four lots and two outlouts for commercial and residential use. A roadway connection via a roundabout will also be constructed to connect to Highway 141. The site was previously zoned as A-1 and has now been rezoned to R-3 Medium and PUD. The site also lies within the Highway 141 Mixed Use Development Corridor District.

ANALYSIS:

Site Layout:

The plat consists of four lots and two outlouts for commercial and residential use. In lot three, four three-story apartment buildings and one five-plex townhome will be constructed. In lot four, fourteen five-plex townhomes, one six-plex townhome, one ten-plex townhome, and one eleven-plus townhome will be constructed. Internal private streets will encompass the site for resident and fire access. NE Destination Drive and NE Beaverbrooke Boulevard will connect via a roundabout and connect west to Highway 141.

Landscaping/Streetscape:

A 30-foot landscaped buffering is proposed between the east townhomes and the existing single-family homes along NE Silkwood Street. A streetscape along NE Destination Drive, extending to the south of NE Beaverbrooke Boulevard, will be planted to provide screening and enhance the neighborhood aesthetic. A tree will be planted in each yard of each townhome unit, and all lots will be required to meet the Highway 141 Mixed Use Development Corridor District landscaping standards.

Utilities:

Water is currently existing along NE Beaverbrook Boulevard and will be stubbed down to serve the residential lots to the south. Water and sanitary sewer will be installed with the construction of NE Destination Drive and stub out to all lots. Stormwater will be collected throughout the site, and empty in two wet detention basins to the north.

STAFF RECOMMENDATION:
Staff would recommend approval of Brookside Village Plat 1 final plat subject to any remaining staff comments.

CITY OF GRIMES

Molly Mannel
Assistant Planner

CITY OF GRIMES
Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~September 27, 2022~~
~~October 13, 2022~~
~~November 4, 2022~~
December 14, 2022

Signature Companies, LLC
Attn: Brian Atwood
3430 SE Destination Dr, Ste 400
Grimes, Iowa 50111

RE: Brookside Village Plat 1 Final Plat

Dear Mr. Atwood:

The Development Services Department is in receipt of a proposed Final Plat for the Brookside Village Plat 1. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Please remove the *existing* and *proposed* as the A-1 zoning is no longer existing. Please just state that the site was previously zoned under A-1.~~

2. ~~Please include the C-2 setbacks under Bulk Regulations.~~

3. ~~Please show easements for the detention ponds, surface water flowage, ingress/egress, and public utility. Please label easements that are existing.~~

4. ~~Will the overland flowage easement(s) be stated in a Homeowner's Declaration/Covenants? If not, please show on Final Plat.~~

5. ~~Please include the roundabout and ROW within the final plat.~~

6. ~~Staff is wondering how the project will be phased. How will the apartments and townhomes to the south be serviced from NE Destination Outlot V? Is the developer planning to bond for the utilities and roadway adjoining those lots? Please provide an explanation and possible a phasing map. The developer will need to construct the Outlot V, as they are responsible for improvements adjacent and within the Brookside Village Plat per the TIF agreement. There will need to be an agreement to complete for the improvements in Outlot V. A bond or~~

agreement that reads *no occupancy will be granted in Phase 2 until the remaining improvements are completed within Outlot V* is sufficient. Please discuss with the developer how they wish to go about this.

7. Staff suggests either platting Outlots W-Z as shown, or create on large Outlot and include Outlot V. Just to note – the developer will be responsible for constructing the rest of Destination in Outlout Y. The City of Grimes will only be constructing the rest of Destination for the Mid-American parcel to the south.

Easements on Final Plat

1. Please extend the final plat further north to show the Hope water main easement, and the rest of the off-site construction easement in North Pointe Plat 1 Outlot X. Please include measurement labels for these easements as well.

2. Please show the outline of the storm sewer easement highlighted in green in the markup attachment.

3. Please show the direction and measurements for the PUE highlighted in yellow in the markup attachment – it appears to be hidden. It should state **S 89°39'54" E**, at **74.66 feet**.

4. Please include the direction for the west detention easement in the markup attachment. It is highlighted in blue. The direction sound state **N 48°49'38" E**, at **24.71** feet.

5. Please show a 10' (5' on the Fagen property) sidewalk easement from the existing Silkwood sidewalk at the southeast corner of the site.

Legal Comments:

1. Title opinion

2. Consent(s) to Plat
    a. Owner consent
    b. Mortgagee consent (if applicable)

3. Treasurer's Certificate

4. County Subdivision Name Approval

5. Legal description in Word format

6. ~~Easement documents and legal descriptions.~~

7. ~~Declaration and Covenants, Restrictions and Easements~~

8. ~~4-year maintenance bond (if public main is constructed) Yes, this can be provided once construction is complete.~~

9. ~~Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	~~October 4, 2022~~ ~~October 20, 2022~~ November 11, 2022 **(1 PDF of Final Plat and Legals)**
PLANNING & ZONING:	November 1, 2022, at 5:30 at the Grimes City Hall
COUNCIL MEETING:	November 22, 2022, at 5:30 at the Grimes City Hall

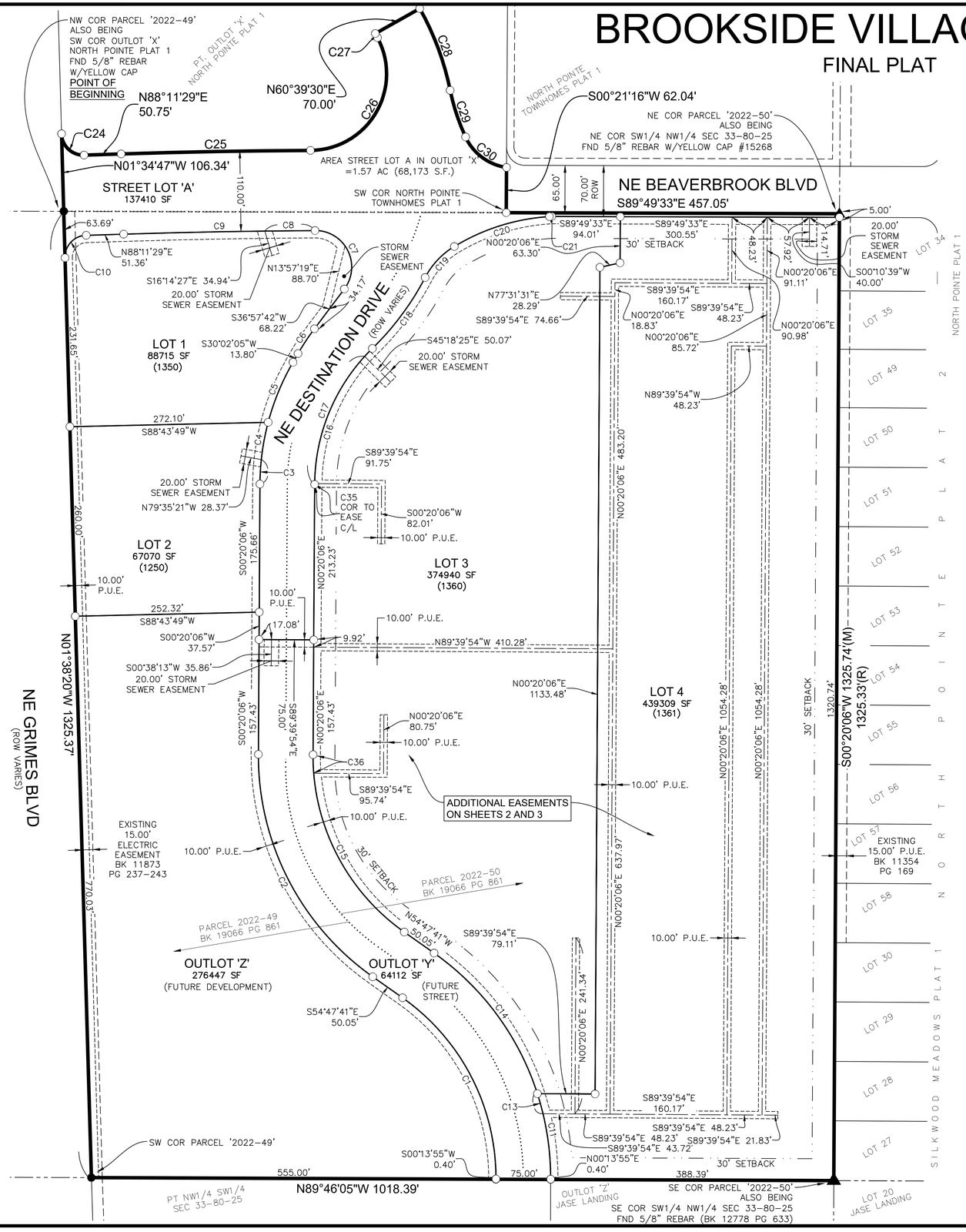
Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Molly Mannel
Assistant Planner

BROOKSIDE VILLAGE PLAT 1

FINAL PLAT



INDEX LEGEND

LOCATION: PARCEL '2022-49' AND '2022-50'
PT. SW1/4 NW1/4 SEC 33-80-25
PT. OUTLOT 'X', NORTH POINTE PLAT 1
GRIMES, POLK COUNTY, IOWA

REQUESTOR: SIGNATURE COMPANIES, LLC

PROPRIETORS: CLINT ACKERMAN
SIGNATURE REAL ESTATE INCOME FUND V LLC
4800 E 57TH ST
SIOUX FALLS, SD 57108-8626

HOPE K FARMS LLC
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765

CLINT ACKERMAN
SIGNATURE ERNST HOLDINGS LLC
4800 E 57TH ST
SIOUX FALLS, SD 57108-8626

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

PLAT DESCRIPTION

PARCEL '2022-49' AND PARCEL '2022-50' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19066, PAGE 861, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'X', NORTH POINTE PLAT 1, AN OFFICIAL PLAT, ALL IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 01°34'47" WEST ALONG THE WEST LINE OF SAID OUTLOT 'X', 106.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.24 FEET AND WHOSE CHORD BEARS SOUTH 46°41'39" EAST, 42.51 FEET; THENCE NORTH 88°11'29" EAST, 50.75 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 10055.00 FEET, WHOSE ARC LENGTH IS 259.78 FEET AND WHOSE CHORD BEARS NORTH 88°55'53" EAST, 259.77 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 105.00 FEET, WHOSE ARC LENGTH IS 215.98 FEET AND WHOSE CHORD BEARS NORTH 30°44'43" EAST, 179.87 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 315.00 FEET, WHOSE ARC LENGTH IS 6.38 FEET AND WHOSE CHORD BEARS NORTH 28°45'41" WEST, 6.38 FEET; THENCE NORTH 60°39'30" EAST, 70.00 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 385.00 FEET, WHOSE ARC LENGTH IS 120.07 FEET AND WHOSE CHORD BEARS SOUTH 20°24'27" EAST, 119.58 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 284.00 FEET, WHOSE ARC LENGTH IS 67.55 FEET AND WHOSE CHORD BEARS SOUTH 18°17'14" EAST, 67.39 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 74.00 FEET, WHOSE ARC LENGTH IS 72.94 FEET AND WHOSE CHORD BEARS SOUTH 53°20'24" EAST, 70.03 FEET TO THE WESTERLY LINE OF NORTH POINTE TOWNHOMES PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 00°21'16" WEST ALONG SAID WESTERLY LINE, 62.04 FEET TO THE SOUTHWEST CORNER OF SAID NORTH POINTE TOWNHOMES PLAT 1; THENCE SOUTH 89°49'33" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL '2022-50', A DISTANCE OF 457.05 FEET TO THE NORTHEAST CORNER OF SAID PARCEL '2022-50'; THENCE SOUTH 00°20'06" WEST ALONG THE EAST LINE OF SAID PARCEL '2022-50', A DISTANCE OF 1325.74 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2022-50'; THENCE NORTH 89°46'05" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL '2022-50' AND PARCEL '2022-49', A DISTANCE OF 1018.39 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL '2022-49'; THENCE NORTH 01°38'20" WEST ALONG THE WEST LINE OF SAID PARCEL '2022-49', A DISTANCE OF 1325.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.24 ACRES (1,448,004 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DEVELOPER

SIGNATURE COMPANIES, LLC
3430 SE DESTINATION DR, STE 400
GRIMES, IOWA 50111
CONTACT: BRIAN ATWOOD
EMAIL: BRIAN@SIGNATURECOMPANIESLLC.COM
PH: (515) 371-3669

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

DATE OF SURVEY

SEPTEMBER 9, 2022

BULK REGULATIONS

PUD W/ UNDERLYING R-3: HIGH DENSITY RESIDENTIAL DISTRICT
SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 30 FT
SIDE YARD
1 STORY = 20 FT EACH SIDE / 40 FEET TOTAL
2-3 STORIES = 20 FT EACH SIDE / 40 FEET TOTAL

R-3 MED DENSITY RESIDENTIAL DISTRICT
SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 30 FT
SIDE YARD
1 STORY = 10 FT EACH SIDE / 20 FEET TOTAL
2-3 STORIES = 15 FT EACH SIDE / 30 FEET TOTAL

PUD W/ UNDERLYING C-2: GENERAL HIGHWAY SERVICE AND COMMERCIAL DISTRICT

SETBACKS:
FRONT YARD = 20'
SIDE YARD = NONE REQUIRED, EXCEPT WHEN ADJOINING ANY 'R' DISTRICT OR STREET RIGHT-OF-WAY LINE, IN WHICH CASE - 25 FEET
REAR YARD = 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BE LESS THAN 10 FEET
PARKING LOT = 10' ALONG HIGHWAY 141 AND NE DESTINATION DRIVE.
MAX BUILDING HEIGHT = 50 FT
MAX # OF STORIES = 4 STORIES
MINIMUM OPEN SPACE REQUIRED = 20%

*PARKING REQUIREMENTS SHALL FOLLOW THE CITY OF GRIMES' ZONING ORDINANCE 12-15 "OFF-STREET PARKING, CIRCULATION, AND LOADING".

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
3. STREET LOT 'A' SHALL BE DEDICATED TO THE CITY OF GRIMES FOR PUBLIC RIGHT OF WAY.

ZONING

PREVIOUS ZONING:
A-1: AGRICULTURAL DISTRICT

CURRENT ZONING:
PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3 HIGH AND C-2 LOCATED WITHIN THE HIGHWAY 141 MIXED USE CORRIDOR.

R-3: MED (MEDIUM DENSITY FAMILY DWELLING DISTRICT) LOCATED WITHIN THE HIGHWAY 141 MIXED USE CORRIDOR

DEVELOPMENT AGREEMENT: BK. 19185, PG. 592-607

SCALE
0' 40' 80' 160'
1" = 80' (FULL SIZE)

N

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.

MICHAEL A. BROONER, P.L.S. — 3-16-2023 DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 THROUGH 3

REVISIONS	DATE
5TH SUBMITTAL	03/15/23
4TH SUBMITTAL	11/21/22
3RD SUBMITTAL	10/20/22
2ND SUBMITTAL	10/04/22
1ST SUBMITTAL	09/13/22

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: TECH: REVIEW:
CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

BROOKSIDE VILLAGE PLAT 1
FINAL PLAT

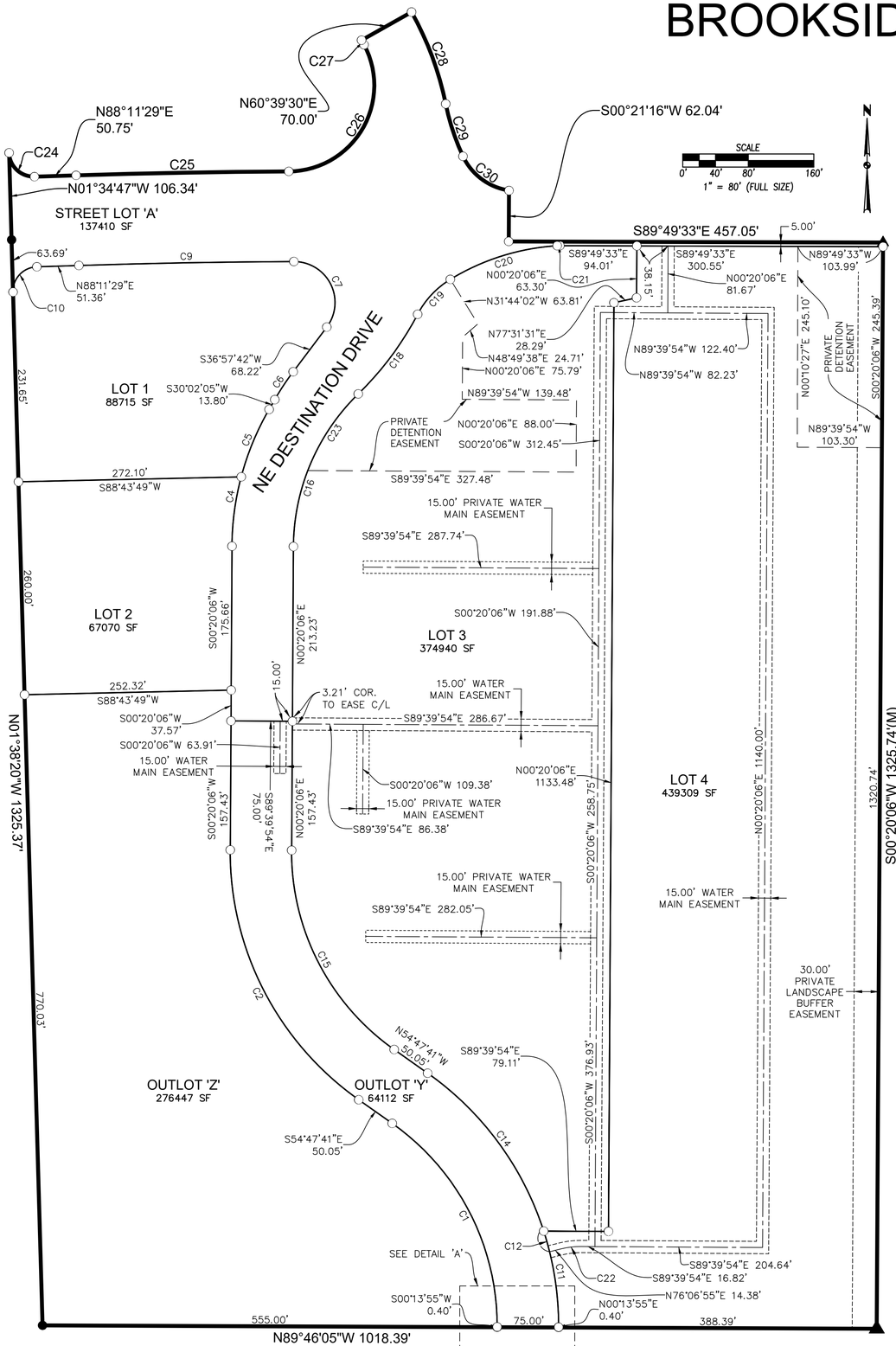
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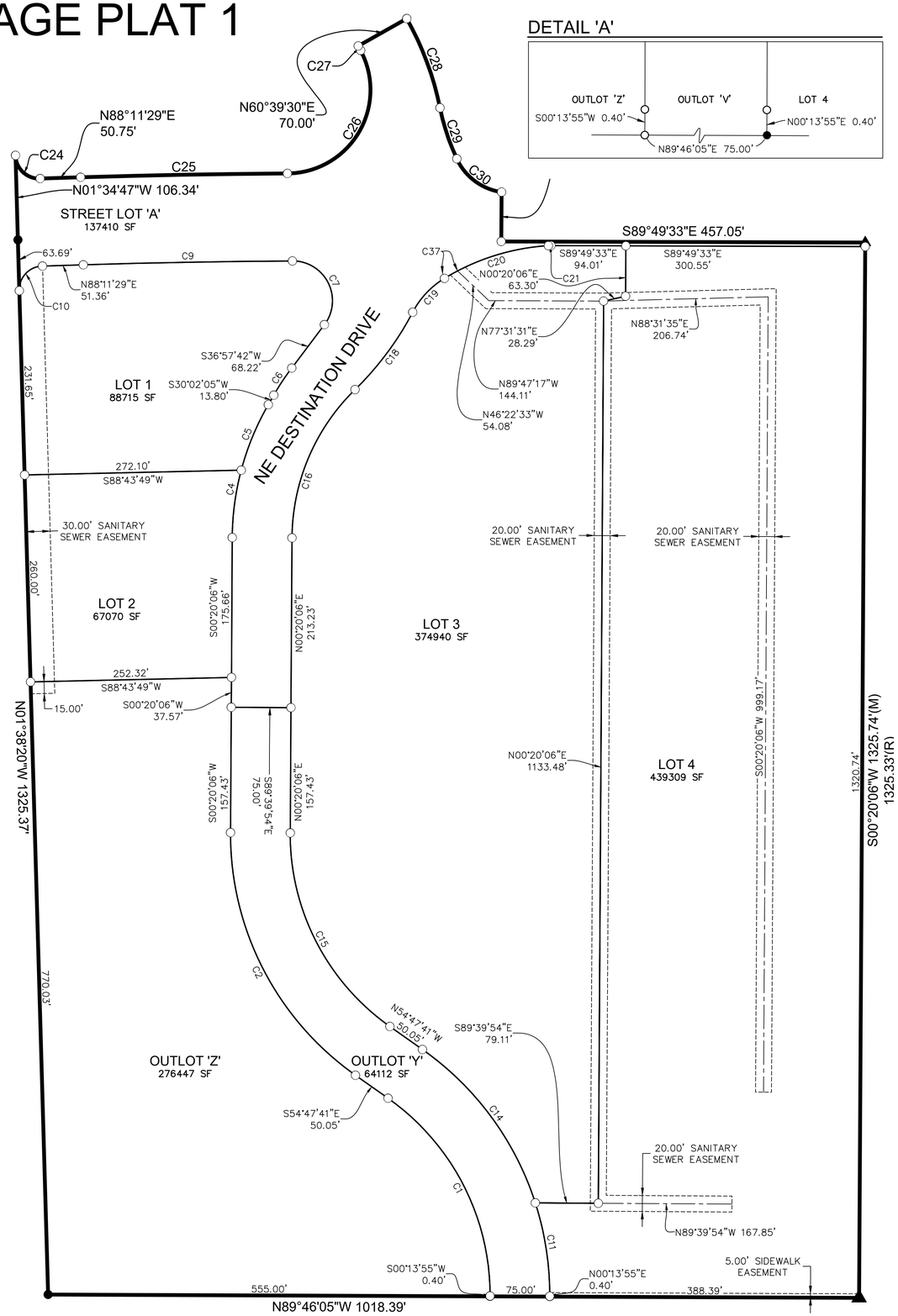
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PLOTTED: 3/16/2023 3:14 PM COMMENT:
PLOTTED BY: JON EBOHAL TECH: ENG:

BROOKSIDE VILLAGE PLAT 1

FINAL PLAT





REVISIONS	DATE
5TH SUBMITTAL	03/15/23
4TH SUBMITTAL	11/21/22
3RD SUBMITTAL	10/20/22
2ND SUBMITTAL	10/04/22
1ST SUBMITTAL	09/13/22

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: TECH: REVIEW:

CIVIL DESIGN ADVANTAGE

BROOKSIDE VILLAGE PLAT 1

FINAL PLAT

GRIMES, IOWA

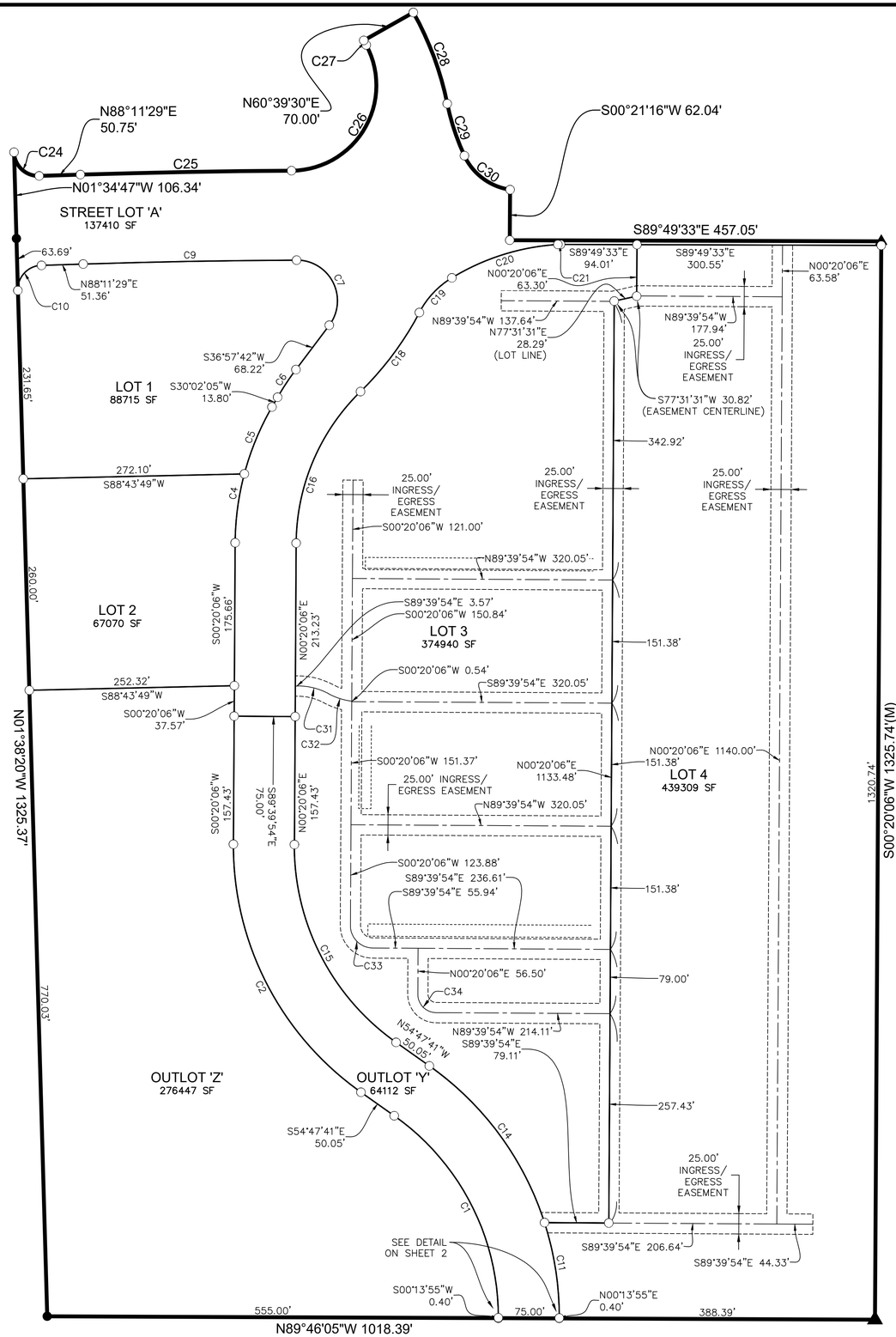
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LAST SAVED: 10/5/2022 3:14 PM COMMENT:
PLOTTED: 10/5/2022 3:14 PM ENG:
PLOTTED BY: JON BRAHL TECH:

BROOKSIDE VILLAGE PLAT 1

FINAL PLAT



SCALE
0' 40' 80' 160'
1" = 80' (FULL SIZE)

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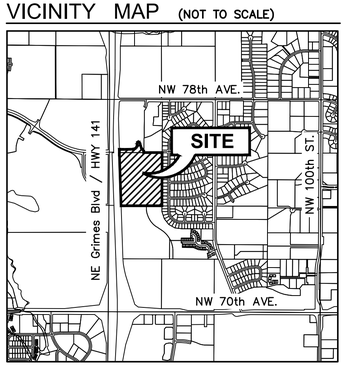
CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	55°01'37"	302.50'	290.52'	S27°16'53"E	279.48'
C2	55°07'47"	370.50'	356.49'	S27°13'48"E	342.90'
C3	5°42'24"	337.50'	33.61'	S03°11'18"W	33.60'
C4	14°32'28"	337.50'	85.65'	S07°36'20"W	85.42'
C5	15°09'31"	337.50'	89.29'	S22°27'19"W	89.03'
C6	6°55'38"	337.50'	40.80'	S33°29'54"W	40.78'
C7	127°15'28"	50.00'	111.05'	S26°40'02"E	89.59'
C8	0°23'48"	9945.00'	68.84'	S89°30'21"W	68.84'
C9	1°30'46"	9945.00'	262.56'	N88°56'52"E	262.55'
C10	89°49'49"	30.00'	47.04'	N43°16'34"E	42.36'
C11	18°05'02"	377.50'	119.15'	N08°48'36"W	118.65'
C12	3°58'03"	377.50'	26.14'	N15°52'06"W	26.13'
C13	4°20'36"	377.50'	28.62'	N15°40'49"W	28.61'
C14	36°56'34"	377.50'	243.40'	N36°19'24"W	239.21'
C15	55°07'47"	295.50'	284.33'	N27°13'48"W	273.49'
C16	45°22'16"	262.50'	207.87'	N23°01'14"E	202.48'
C17	42°03'28"	262.50'	192.69'	S21°21'50"W	188.39'
C18	17°59'51"	387.50'	121.72'	N36°42'26"E	121.22'
C19	30°54'27"	109.50'	59.07'	N43°09'44"E	58.35'
C20	27°48'57"	284.50'	138.12'	N72°31'26"E	136.77'
C21	3°44'32"	50.00'	3.27'	N88°18'11"E	3.27'
C22	14°13'10"	100.00'	24.82'	N83°13'31"E	24.75'
C23	24°37'41"	262.50'	112.83'	S33°23'31"W	111.97'
C24	90°13'44"	30.00'	47.24'	S46°41'39"E	42.51'
C25	1°28'49"	10055.00'	259.78'	N88°55'53"E	259.77'
C26	117°51'09"	105.00'	215.98'	N30°44'43"E	179.87'
C27	1°09'39"	315.00'	6.38'	N28°45'41"W	6.38'
C28	17°52'06"	385.00'	120.07'	S20°24'27"E	119.58'
C29	13°37'39"	284.00'	67.55'	S18°17'14"E	67.39'
C30	56°28'41"	74.00'	72.94'	S53°20'24"E	70.03'
C31	28°02'13"	80.00'	39.15'	S75°38'48"E	38.76'
C32	21°22'54"	80.00'	29.85'	S72°19'09"E	29.68'
C33	90°00'00"	27.50'	43.20'	S44°39'54"E	38.89'
C34	90°00'00"	22.50'	35.34'	N44°39'54"W	31.82'
C35	0°13'21"	262.50'	1.02'	S00°26'46"W	1.02'
C36	4°55'51"	295.50'	25.43'	N02°07'50"W	25.42'
C37	3°48'51"	284.50'	18.94'	S60°31'23"W	18.94'

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
PLAT BOUNDARY		

VICINITY MAP (NOT TO SCALE)



GRIMES, IOWA

REVISIONS	DATE
5TH SUBMITTAL	03/15/23
4TH SUBMITTAL	11/21/22
3RD SUBMITTAL	10/20/22
2ND SUBMITTAL	10/04/22
1ST SUBMITTAL	09/13/22

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: TECH: REVIEW:

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

BROOKSIDE VILLAGE PLAT 1

FINAL PLAT

3/3

2201.009

FILE: H:\2022\2201009\DWG\2201009-FINAL PLAT.DWG
PLOT DATE: 3/15/2023 3:34 PM COMMENT:
PLOTTED BY: JON EBDAHL TECH: END:

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-4050
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St., Grimes, Iowa 50111

AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS
BROOKSIDE VILLAGE PLAT 1

THIS AGREEMENT made and entered into as of the 11 day of April, 2023 by and between Signature Ernst Holdings, LLC, ("Developer"), and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has submitted to Grimes a final plat entitled Brookside Village Plat 1 ("Plat") for its consideration and approval; and

WHEREAS, Chapter 409A of the Iowa Code provides that Grimes may require Developer to bring all streets to a grade acceptable to the City Council and may also require the installation of sidewalks, paving, sewers, water, gas and electric utilities before the Plat is approved; and

WHEREAS, certain such public improvements have not yet been completed by Developer to the satisfaction of Grimes; and

WHEREAS, Developer is desirous of installing such public improvements in accordance with the regulations and requirements of Grimes and is desirous of having said Plat finally approved by Grimes prior to completion of said improvements subject to the terms and conditions of this Agreement; and

WHEREAS, Grimes is desirous of granting final approval of said Plat subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Grimes granting final approval of the Plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. Developer shall complete the work specified in the approved construction plans and drawings for the Plat including the installation of the water, sanitary sewer, storm sewer, sidewalks, trails, streets, and street lighting (collectively, the "Improvements"). All work shall be performed in accordance with Grimes specifications and shall be completed prior to May 31, 2024.

2. Developer agrees to pay to Grimes upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Grimes for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Plat and public utility extensions contemplated thereby including but not limited to streets, sidewalks, water lines, sanitary sewer lines, storm sewer lines, electrical lines, gas lines, cablevision lines, telephone lines, water retention areas and all other improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.

3. Developer, in order to secure the full and timely completion of the Improvements as defined in paragraph 1 and to secure the payments referred to in paragraph 2 above, hereby delivers unto Grimes a performance bond in the amount of $2,520,386.50 for all improvements, which bond may be drawn upon by Grimes, in order to complete the Improvements, in the event of a breach of this Agreement by Developer.

5. Developer hereby agrees that Grimes shall not issue any permanent certificates of occupancy within the Plat until the Improvements as defined in paragraph 1 have been completed as set forth in this Agreement.

6. Developer further agrees that at the time the public improvements are accepted, Developer shall cause 4-year maintenance bonds to be issued to the City in connection with the Improvements defined in paragraph 1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signature Ernst Holdings, LLC

By: _____
Name: Clint Ackerman
Title: M-M

CITY OF GRIMES, IOWA

By _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 11 day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint Ackerman to me personally known, who, being by me duly sworn, did say that he is the Managing Member of Signature Ernst Holdings, LLC, and that said instrument was signed on behalf of the said company by authority of its managers and the said person acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Ellie McKenzie
Notary Public in and for the State of Iowa
My commission expires: 2/9/26

Ellie McKenzie
Iowa Notarial Seal
Commission No. 845846
My Commission Expires Feb. 09, 2026

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa
My commission expires:_____

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-4050
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St., Grimes, Iowa 50111

AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS
BROOKSIDE VILLAGE PLAT 1 (OUTLOT Y)

THIS AGREEMENT made and entered into as of the 11 day of April, 2023 by and between Signature Ernst Holdings, LLC, ("Developer"), and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has submitted to Grimes a final plat entitled Brookside Village Plat 1 ("Plat") for its consideration and approval; and

WHEREAS, Chapter 409A of the Iowa Code provides that Grimes may require Developer to bring all streets to a grade acceptable to the City Council and may also require the installation of sidewalks, paving, sewers, water, gas and electric utilities before the Plat is approved; and

WHEREAS, certain such public improvements have not yet been completed by Developer to the satisfaction of Grimes; and

WHEREAS, Developer is desirous of installing such public improvements in accordance with the regulations and requirements of Grimes and is desirous of having said Plat finally approved by Grimes prior to completion of said improvements subject to the terms and conditions of this Agreement; and

WHEREAS, Grimes is desirous of granting final approval of said Plat subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Grimes granting final approval of the Plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. Developer shall complete the work specified in the approved construction plans and drawings for the Plat including the installation of the water, sanitary sewer, storm sewer, sidewalks, trails, streets, and street lighting (collectively, the "Improvements"). All work shall be performed in accordance with Grimes specifications.

2. Developer agrees to pay to Grimes upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Grimes for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Plat and public utility extensions contemplated thereby including but not limited to streets, sidewalks, water lines, sanitary sewer lines, storm sewer lines, electrical lines, gas lines, cablevision lines, telephone lines, water retention areas and all other improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.

3. Developer hereby agrees that no occupancy shall be issued to the residential units constructed within Phase 2, until the Improvements as defined in paragraph 1 been completed as set forth in this Agreement.

5. Developer hereby agrees that Grimes shall not issue any permanent certificates of occupancy within the Plat until the Improvements as defined in paragraph 1 have been completed as set forth in this Agreement.

6. Developer further agrees that at the time the public improvements are accepted, Developer shall cause 4-year maintenance bonds to be issued to the City in connection with the Improvements defined in paragraph 1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signature Ernst Holdings, LLC

By: _____
Name: Clint Ackerman
Title: M-M

CITY OF GRIMES, IOWA

By _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 11 day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint Ackerman to me personally known, who, being by me duly sworn, did say that he is the Managing Member of Signature Ernst Holdings, LLC, and that said instrument was signed on behalf of the said company by authority of its managers and the said person acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Ellie McKenzie

Ellie McKenzie
Iowa Notarial Seal
Commission No. 845846
My Commission Expires Feb. 09, 2026

Notary Public in and for the State
of Iowa
My commission expires: 2/9/26

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the State
of Iowa
My commission expires:_____

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-4050
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St., Grimes, Iowa 50111

AGREEMENT REGARDING SIDEWALK CONSTRUCTION

This Agreement Regarding Sidewalk Construction ("Agreement") made and entered into this 17th day of April 2023 by and between Signature Ernst Holdings, LLC ("Developer") and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has plans to develop property legally described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), which is located within the City of Grimes; and

WHEREAS, Property Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a site plan (Brookside Village Plat 1) for the construction of medium density and high density residential, generally located at the SE corner of NE Destination Drive and NE Beaverbrooke Boulevard, in Grimes, Iowa, Polk Iowa (the "Project"); and

WHEREAS, the Project identified the construction of a 5' sidewalk connecting to an existing sidewalk at 912 NE Silkwood Street, and extending along the south property line of Brookside Village Plat 1 (the "Improvements"); and

WHEREAS, due to the lack of existing sidewalk network, the Developer does not wish to install the Improvements at this time; and

WHEREAS, the City of Grimes agrees that the delayed installation of the Improvements is acceptable due to the lack of sidewalk network in the area; and

NOW, THEREFORE, for and in consideration of Grimes granting approval for the Project and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. The Developer has agreed to pay the City of Grimes the amount of $10,000 to install the Improvements in the future. The payment shall be due at the time of Final Plat.
2. The Developer hereby agrees to provide any and all necessary easements to construct and maintain the sidewalk.
3. The Developers obligation to construct the sidewalk is hereby considered satisfied with the above payment.
4. This Agreement shall be recorded with the Polk County Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year above written.

Signed this 17th day of April, 2023.

Signature Ernst Holdings, LLC

By _____

Name Clint Ackerman

Title Managing Member

STATE OF IOWA)
) SS
COUNTY OF _____)

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

Ellie McKenzie

Notary Public in and for the
State of Iowa

My Commission expires 2/9/26

Ellie McKenzie
Iowa Notarial Seal
Commission No. 845846
My Commission Expires Feb. 09, 2026

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

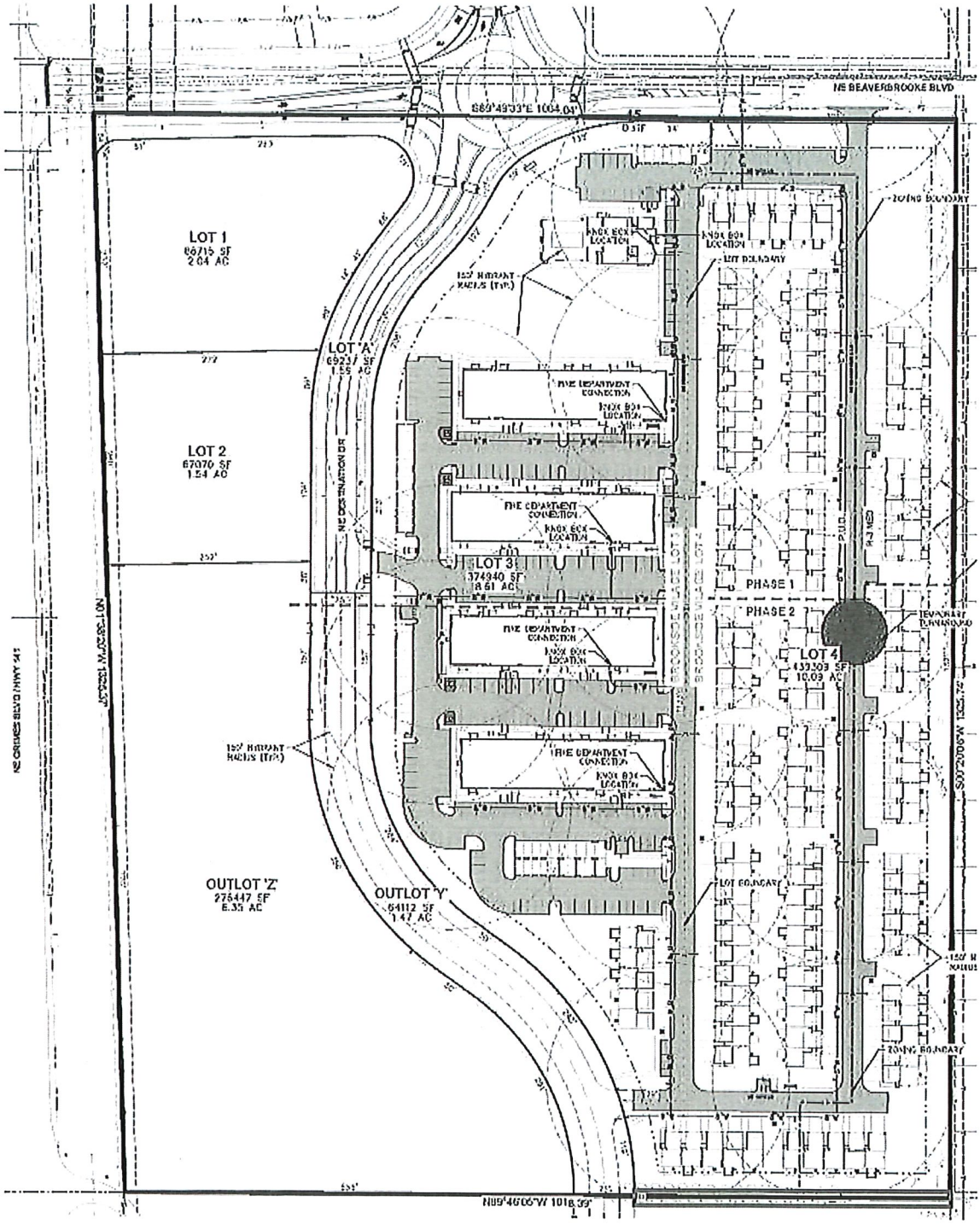
STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A


NE BEAVERBROOKE BLVD
LOT 1
66715 SF
2.04 AC
LOT A
69237 SF
1.55 AC
LOT 2
67070 SF
1.54 AC
LOT 3
374940 SF
8.61 AC
LOT 4
433303 SF
10.09 AC
PHASE 1
PHASE 2
OUTLOT 'Z'
276447 SF
6.35 AC
OUTLOT 'Y'
64112 SF
1.47 AC
FIRE DEPARTMENT CONNECTION
KNOX BOX LOCATION
150' HYDRANT RADIUS (TYP.)
LOT BOUNDARY
ZONING BOUNDARY
NE DESTINATION DR
NE CRIMES BLVD / HWY 141
S89°49'33"E 1004.01'
N89°46'06"W 1018.39'

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM:
Resolution Setting Public Hearing (05-23-2023, 5:30 PM): Grimes Crossing Rezone

BACKGROUND:
The applicant, Sanav Venture, LLC, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located west of SE Gateway Drive and north of SE 8th Street. The 1.5-acre property is currently zoned General and Highway Service Commercial (C-2) and is identified as Mixed Use 1 (MU-1) on the Future Land Use Plan. The property is proposed to be rezoned to Medium Density Two or More Family Dwelling District (R-3 Medium).

The projected activity for this property is consistent with the Future Land Use Plan designation. The R-3 Medium zoning district will allow for medium density residential. As such, the applicant has provided a conceptual plan for the site showing twelve townhome units along with the associated private street.

The layout provided is only a conceptual layout of the site. The concept will continue to be refined through the rezoning process. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Approve the Resolution Setting Public Hearing (05-23-2023, 5:30 PM): Grimes Crossing Rezone

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 04-5023

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY REFERRED TO AS GRIMES CROSSING GENERALLY LOCATED AT WEST OF SE GATEWAY DRIVE AND NORTH OF SE 8TH STREET FROM C-2 GENERAL AND HIGHWAY SERVICE COMMERCIAL DISTRICT TO R-3 MEDIUM DENSITY TWO OR MORE FAMILY DWELLING DISTRICT

WHEREAS, certain land in the City of Grimes, Iowa, generally located west of SE Gateway Drive and north of SE 8th Street described on Exhibit A, attached hereto, is currently zoned C-2 (General and Highway Service Commercial District); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Title 12, Section 12-3-2 by rezoning the Property from C-2 (General and Highway Service Commercial District) to R-3 Medium (Medium Density Two or More Family Dwelling District); and

WHEREAS, it is the desire of the City Council that the proposed Ordinance, amending the official zoning district map be considered by the Grimes Planning and Zoning Commission and such Commission file its report with the City Council prior to the time established herein for public hearing on the proposed amendment; and

WHEREAS, the proposed Ordinance amending the official zoning district map has been prepared and a public hearing upon the proposed amendment should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 23rd day of May, 2023, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.

2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.

3. That the Planning and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED AND APPROVED this 25th day of April 2023.

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Exhibit A

LOT 7, EXCEPT THE WEST 107 FEET, IN GRIMES CROSSING PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY REFERRED TO AS GRIMES CROSSING GENERALLY LOCATED WEST OF SE GATEWAY DRIVE AND NORTH OF SE 8TH STREET FROM C-2 GENERAL AND HIGHWAY SERVICE COMMERCIAL DISTRICT TO R-3 MEDIUM DENSITY TWO OR MORE FAMILY DWELLING DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Iowa, at 5:30 p.m. on the 23rd day of May, 2023, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Title 12, Section 12-3-2 by rezoning certain Property described on Exhibit A from C-2 (General and Highway Service Commercial District) to R-3 Medium (Medium Density Two or More Family Dwelling District), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT BOUNDARIES OF TITLE 12, SECTION 12-3-2 BY REZONING OF PROPERTY REFERRED TO GRIMES CROSSING GENERALLY LOCATED WEST OF SE GATEWAY DRIVE AND NORTH OF SE 8TH STREET FROM C-2 GENERAL AND HIGHWAY SERVICE COMMERCIAL DISTRICT TO R-3 MEDIUM DENSITY TWO OR MORE FAMILY DWELLING DISTRICT

For all the particulars of the proposed amendment, see the proposed Ordinance entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed Ordinance and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa.

Exhibit A

LOT 7, EXCEPT THE WEST 107 FEET, IN GRIMES CROSSING PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

55.00' STORM SEWER & OVERLAND FLOWAGE EASEMENT

EXISTING 48" FES E IE = 430.54

EXISTING 48" FES W IE = 431.30

SAN 8"

ST 48"

ST 42"

N89°56'43"E 243.67'

FLOODPLAIN

10.00' UNDERGROUND ELECTRIC EASEMENT (BK. 10172, PG. 84)

100 YR FLOODWAY

500 YR FLOODWAY

USGE

EXISTING STORM MANHOLE RIM = 435.41 W IE = 430.60 S IE = 430.76

EXISTING SANITARY MANHOLE RIM = 437.84 S IE = 427.05 N IE = 427.05

D = 17°24'13"
R = 320.00'
L = 97.20'
T = 48.98'
CH = 96.83'
CB = S8°45'12"E

DETENTION

MAILBOX CLUSTER

SE GATEWAY DRIVE

8.0' PUBLIC TRAIL

10.00' P.U.E. (BK. 10172, PG. 84)

25.00' SANITARY & STORM SEWER EASEMENT (BK. 10172, PG. 84)

PROPOSED 6-PLEX

PROPOSED 6-PLEX

30' BUILDING SETBACK

N8°20'15"W 254.76

20' SETBACK & LANDSCAPE BUFFER

24.0'

S00°03'05"E 156.55

5.0'

25' BUILDING SETBACK

EXISTING SANITARY MANHOLE RIM = 438.77 N IE = 429.21

EXISTING UTILITY VAULT

EXISTING LIGHT POLE

S89°50'11"W 258.41'

EXISTING 15" FES E IE = 434.16

EXISTING STORM MANHOLE RIM = 438.70 E IE = 432.02 N IE = 432.02 W IE = 432.02

FFE = 444.11

FFE = 443.43

AREA
65,340 SF TOTAL
33,244 SF IMPERVIOUS
32,096 SF OPEN SPACE (49%)

NORTH

SCALE: 1"=20'
0' 5' 10' 15' 20' 40'

CEC
Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

DATE: 04-11-2023
DATE OF SURVEY: ###
DESIGNED BY: ###
DRAWN BY:

GRIMES CROSSING TOWNHOMES

550 SE GATEWAY DR., GRIMES, IOWA

CONCEPT PLAN

SHEET
—
OF 1

E8996

Q:\E-FILES\E-8000\E8996_CSD DRAWINGS\SCHEMATICS\E8996_CP.dwg, 4/11/2023 10:09:29 AM, mmorgan, 1:1

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM: Resolution Approving Equipment Transactions Pursuant to FY23 Budget

BACKGROUND: The City of Grimes Parks and Recreation Department is requesting the purchase of new equipment pursuant to the FY 23 budget.

A Ford F-250 Truck is needed to allow Park and Recreation staff to conduct day-to-day operations efficiently and safely between the various complexes under the purview of the Park and Recreation Department. This vehicle will aid in towing, hauling and transporting various employees, equipment and different material to various locations for help in completion of various daily tasks.

A Tiny Mobile Robot Pro-X painter is needed to allow for quicker and more accurate painting of athletic fields at such complexes as South, North and the new Grimes Plex. The Pro-X will save up to, if not in excess of, 4+ man hours of painting weekly. Utilizing the painter at the Grimes Plex will be vital because of the various sporting events that will take place at the complex. The painter ensures a fast, accurate and virtually employee free application of desired line markings.

A Toro Ex-Mark LZX980 72" zero turn mower is needed for use of mowing athletic and common ground at the various locations under the purview of the Parks and Recreation Department. This piece of equipment will greatly reduce the amount of time needed to maintain the natural turf areas at the various complexes while also ensuring a safe and easy to use platform that is setup for multiple employee operation.

A Pioneer P-Rex Mini Remover Machine is needed for the fast and efficient removal of paint lines on the artificial surface of the Grimes Plex Sports Facility. The machine will greatly reduce the amount of time and man hours associated with the removal of paint associated with certain athletic or other events that requires painting of the artificial turf.

A 200 Gal 3PT Sprayer attachment is needed for the application of various flowable enhancements to the athletic field complexes. This will greatly improve playability, aesthetics and most importantly safety. This is necessary to maintain the high expectations that the City of Grimes Parks and Recreation Department pursue for the athletic complexes.

BUDGETARY CONSIDERATIONS: The requested equipment purchases were budgeted for in the FY 2023-2024 budget utilizing Sourcewell pricing, sole source and the (3) bid process.

- The Ford F-250 ¾ ton truck would be purchased at the cost of $46,948.00 utilizing state contract #2022-8231

Prepared by: AM_____
Return to:_____BB_____

CITY OF GRIMES

- The Toro Ex-Mark LZX980 72" would be purchased at the cost of $16,464.00 utilizing sourcewell contract #031121-TTC.

- The Tiny Mobile Robot Pro-X painter would be purchased at the cost of $37,850.00 utilizing the (3) bid process.

- The Pioneer P-Rex Mini Remover Machine would be purchased at the cost of $23,446.25 utilizing the sole source method.

- The 200 Gal 3PT Sprayer attachment would be purchased at the cost of $11,150.00 utilizing the sole source method.

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): Approved equipment purchases in the FY23 budget.

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Brian Becker

Prepared by: AM_____
Return to:_____BB_____

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY23 BUDGET

Grimes Resolution No. 04-5123

WHEREAS, the Parks and Recreation Department has budgeted for and planned certain equipment purchases; and

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed acquisitions meet those policy requirements; and

WHEREAS, equipment and contractor lead time is becoming increasingly difficult to schedule purchases and services; and

WHEREAS, the Parks and Recreation Director recommends the following equipment acquisitions:

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

Section 1. The following acquisitions including add-ons and labor are hereby approved:

Equipment Description	**Use**	**Cost**
Tiny Mobile Robot Pro-X Painter	Parks and Recreation – Painting athletic fields	$37,850.00
Toro Ex-Mark LZX980 72"	Parks and Recreation – Complex Mowing	$16,434.00
Pioneer P-Rex Mini Remover	Parks and Recreation – Paint removal Grimes Plex	$23,446.25
Ford F-250 Pickup Truck	Parks and Recreation - Transportation	$46,948.00
300 Gal. Sprayer Attachment	Parks and Recreation - application	$11,150.00
TOTAL		$135,828.25

Section 2. Budgeted funds are hereby authorized to be disbursed and staff are hereby authorized to carry out and execute any action or instrument necessary to fulfill the provisions of this resolution.

PASSED AND APPROVED this 25th day of April, 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

INVOICE NO. F23524

1450 HICKMAN ROAD
WAUKEE, IA 50263
(800)747-2744
WWW.STIVERSFORDIA.COM

Stivers Ford LINCOLN Waukee

CAR INVOICE

Sold To: CITY OF GRIMES				Date: 04/10/2023	
Address: 101 NE HARVEY STREET GRIMES, IA 50111-2051					
Home Number: (515)986-3036	Work Number: (515)986-3036	Salesman: RON REESE	2nd Salesman: N/A		
[X] NEW [ ] USED	Year: 2023	Make: FORD	Model: SUPER DUTY F-250 SRW	Color: WHITE	Body: XL 4WD SUPERCAB 6.75' BOX
Vehicle Ident. or Serial Number: 1FT7X2BA0PEC44935				Key No.:	STOCK: F23524

Year:	Make:	Model:
VIN:		

Balance Owed on Trade-In

,

Payoff
N/A

Finance Company
N/A

Address
N/A

,

First Payment Due
04/10/2023

EQUIPPED AS PER FEDERAL PRICE LABEL

HOLDBACK

VEHICLE MILES
4

CUSTOMER EMAIL
ACCOUNTSPAYABLE@GRIMESIOWA.GOV

FINANCE MANAGER

HOUSE F&I MANAGER

DEALER INSTALLED:
N/A

TOTAL=

PRICE OF CAR	46,948.00
	N/A
	N/A
N/A	N/A
	N/A
EXTRAS	
FACTORY INSTALLED	N/A
DEALER INSTALLED	N/A
DOCUMENTATION FEE	N/A
USE TAX	N/A
LIC/TITLE/LIEN	N/A
TOTAL CASH PRICE	46,948.00
COST OF FINANCING	N/A
DEALER INSTALLED	
TOTAL CASH PRICED	46,948.00
SETTLEMENT	
CASH	N/A
CASH ON DELIVERY	
USED CAR	N/A
PAYMENTS	
1 AT $ 46,948.00	
AT $	
TOTAL	46,948.00

NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED

CITY OF GRIMES

The City of Grimes Park and Recreation department is looking to purchase a P-Rex Mini Paint Remover for Grimes Plex. This is a specialized piece of equipment that is only available through Pioneer Athletics. This is the MSRP for this model because Pioneer Athletics is the only manufacturer who makes this specialized piece of equipment. The paint remover will be the sole machine removing artificial paint on the fields for faster and more efficient down time between events at Grimes Plex. This product was highly recommended by Sports Facility Companies, the company advising the Grimes Plex project.

Alex Miller | Sports Facility Operations Manager
City of Grimes | 1700 SE Destination Dr.| Grimes, IA 50111
CITY OF GRIMES 5)313-3596| www.grimesiowa.gov



4529 INDUSTRIAL PARKWAY • CLEVELAND, OHIO 44135
VOICE: 800.877.1500 • FAX: 800.877.1511

DROP SHIP: CI5011000

QUOTE

CUSTOMER ACCT. NO.
CI5011

SOLD TO (SAME AS SHIP TO UNLESS INDICATED) CITY OF GRIMES PARK DEPT		**ATTN:**	**EMAIL:**
STREET: 1700 SE DESTINATION DR		**FAX:** ( ) -	**PHONE:** (515)321-3453
CITY / STATE: GRIMES IA		**ZIP CODE:** 50111-6622	**COUNTY:** POLK
SHIP TO: CITY OF GRIMES PARK DEPT		**ATTN:** ALEX MILLER	**EMAIL:**
STREET: 1700 SE DESTINATION DR		**FAX:** ( ) -	**PHONE:** (515)321-3453
CITY: GRIMES	**STATE:** IA	**ZIP CODE:** 50111-6622	**COUNTY:** POLK
DATE OF ORDER: 2/23/2023	**BUYERS NAME:** ALEX MILLER - CITY OF GRIMES PARK DEPT		**CUSTOMER PURCH. ORDER NO.**
			TERMS: **NET 15 DAYS**
DELIVERY NOTES:		**MASTER TRACKING NUMBER:**	**Dock:**

Item Number	Product	Qty	Unit Price	Tax	Sub Total
MINI	*P-REX MINI REMOVER MACHINE*	*1*	*$22,950.00*	*$0.00*	*$22,950.00*
FRT	*SHIPPING & HANDLING CHARGES*	*1*	*$496.25*	*$0.00*	*$496.25*
	Total value of items in this order:		***$23,446.25***	***$0.00***	***$23,446.25***

Notes:

For full terms And conditions go to https://pioneerathletics.com/terms-and-conditions

DATE
2/13/23
TIME
08:32
SALESMAN
031/031
STORE
1

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

QUOTE
725598
P/O NUMBER
5314051
WORK ORDER
PAGE
1 of 1

(515) 986-9636

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

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

Tax Exempt # 42.6004731

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

CUST PICK UP
Shipped VIA:

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
				ALEX				
1	1		EXQ	LZX980EKC726R1	38EFI 72IN W.ADAP	22976.00	16559.00	16559.00
				SN- 1.				
1	1		EXM	116-6656	KIT STRIPER VERT ADJU	695.19	631.99	631.99
1	1		EXM	116-8431	OCD, FOOT	603.89	548.99	548.99

QUOTE ONLY

SUB TOTAL	17739.98
MISC	0.00
LABOR	0.00
Tax: 7.000	0.00
DOWN PAYMENT	
QUOTE TOTAL	17739.98

Grimes Parks and Recreation - Pro Outright

[IA] Grimes Parks and Recreation
101 Northeast Harvey Street
Grimes, IA 50111
United States

Reference: 20230126-101619100
Quote created: January 26, 2023
Quote expires: April 26, 2023
Quote created by: Luke Sellers
Regional Territory Manager
luke.sellers@turftank.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Pro Package - Upfront Implementation Cost Includes: - Configuration & Shipping of Robot - Secure Inventory & Lock in Installation Date - Product Training & Online Resources		1	$1,700.00	$1,700.00
US - Turf Tank Pro Package - Outright Purchase Includes: - GPS Paint Robot + GPS Package (Includes Android Tablet) - Continuous Software Improvements - Free Form Text Creation - Customized Logo Creation (Available Late 2022) - Standard Geometry Package - Extended Geometry Package - Paint: $3,000 Allotment of Paint (White) - (3) Robot Batteries - Customer Support: 24/7 Monday-Sunday - Hardware Warranty Program: Full (Includes Consumables) - Paint System Service Kit: (Includes: 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set.) - (2) 5.5 Gallon Paint Container for Robot - (2) 2.5 Gallon Empty Paint Containers - Customized Robot Wrapping - (2) Maintenance & Training Visits/Per Year - Courtesy Robot (If necessary)		1	$61,000.00	$61,000.00
US - Turf Tank Pro Package - Customer Care Plan Includes: - Customer Support: 24/7 Monday-Sunday - Hardware Warranty: Full (Includes Consumables) - Continuous Software Improvements - $3,000 Allotment of Paint (White)		1	$4,999.00 / year	$4,999.00 / year

Subtotals
Annual subtotal
$4,999.00
One-time subtotal
$62,700.00
Total
$67,699.00

Purchase terms & Comments

Signature
Signature
Date
Printed name

Questions? Contact me

Sender avatar
Luke Sellers
Regional Territory Manager
luke.sellers@turftank.com

Turf Tank
3330 Cobb Parkway NW
Suite 324-380
Acworth, GA 30101
United States

Download There was a problem downloading the quote. Please try again.

Print quote

ESTIMATE

Autmow
3609 84th Ave NE
Bismarck, ND 58503

tomo@autmow.com
+1 7012484696
https://www.autmowofnd.com/

Alex Miller

Bill to
City of Grimes
1700 SE Destination Dr
Grimes, Iowa 50111

Ship to
City of Grimes
1700 SE Destination Dr
Grimes, Iowa 50111

Estimate details
Estimate no.: 4300
Estimate date: 1/17/23
Expiration date: 2/17/23

	Product or service		Amount
1.	**Pro X Line Painter** Who Is This Line Marker For? We recommend TinyLineMarker Pro X 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.	1 × $34,000.00	$34,000.00
2.	**Annual Connectivity** Annual connectivity fee for the following: RTK Service Cellular Service Warranty Software Updates Cloud Storage	1 × $1,850.00	$1,850.00
3.	**TLM Additional High Capacity Battery** Additional high capacity battery (+5AHr) works with both Sport and Pro models	1 × $1,600.00	$1,600.00
4.	**Shipping and Handling TLM Pro** Shipping	1 × $400.00	$400.00
		Total	**$37,850.00**
		Expiry date	2/17/23

Note to customer

-One day of in-person training is included with the purchase of our line painter.
-Currently the Pro X is shipping in 3-4 weeks. Ship time begins the day after we receive a purchase order.

CITY OF GRIMES

The City of Grimes Park and Recreation department is looking to purchase a sprayer attachment for the current John Deere 4520 tractor. This is a specialized piece of equipment that is only available through Sprayer Specialty. This is the MSRP for this model and I am confident this is the lowest price available. The sprayer will provide an aesthetically pleasing and safe playing surface for the athletes and users at the North and South Sports Complexes.

Alex Miller | Sports Facility Operations Manager
City of Grimes | 1700 SE Destination Dr.| Grimes, IA 50111
O. (515)531-4051 P. (515)313-3596| www.grimesiowa.gov

CITY OF GRIMES

Invoice

SPRAYER SPECIALTIES, INC.
4151 SE CAPITOL CIRCLE, GRIMES IA 50111
(800) 351-1587
30070 W 191ST STREET, GARDNER KS 66030
(877) 829-8502
17328 W ROUTE 150, BRIMFIELD IL 61517
(855) 778-8500

Invoice Number: 0872555-IN
Invoice Date: 1/9/2023
Order Number: 0872555
Order Date 1/9/2023
Salesperson: 0011
Customer Number: GRIMSCI
Order Entered By: NIC

Sold To:
CITY OF GRIMES
101 N HARVEY ST
GRIMES, IA 50111

Ship To:
CITY OF GRIMES
101 N HARVEY ST
GRIMES, IA 50111

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms	Due Date
	QUOTE	GRIMES	NET 20	01/29/23

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
3PT-200PCO	EACH	1.00	1.00	0.00	1,500.00	1,500.00
200 GAL. 3PT. FRAME			Whse: 000			
PCO200S	EACH	1.00	1.00	0.00	575.00	575.00
200 GAL. PCO TANK 3PT.			Whse: 000			
1700C	EA	1.00	1.00	0.00	400.00	400.00
ROLLER PUMP			Whse: 000			
1321-0013	EA	1.00	1.00	0.00	50.00	50.00
QUICK COUPLER			Whse: 000			
FFB6R	EA	1.00	1.00	0.00	975.00	975.00
21' FOLDING SPRAY BOOM			Whse: 000			
3PT-3WE-450-BV	EACH	1.00	1.00	0.00	6,000.00	6,000.00
3-WAY ELEC. W/ BALL VALVE			Whse: 000			
SCS 450 WITH TEEJET BALL VALVES - 3 SECTION						
FMO-3.5	EACH	1.00	1.00	0.00	1,400.00	1,400.00
3.5 GALLON FOAM MARKER			Whse: 000			
ASSEMBLY	EA	1.00	1.00	0.00	250.00	250.00
ASSEMBLY			Whse: 000			
ZZ	EACH	0.00	0.00	0.00	0.00	0.00
ORDER ENTERED BY NICK			Whse: 000			

Net Invoice:	11,150.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	11,150.00

IF YOU WOULD LIKE YOUR INVOICES/STATEMENTS EMAILED
PLEASE CONTACT TRACY@SPRAYERS.COM OR 515-986-3259

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

CITY COUNCIL COMMUNICATION
Meeting Date: 4/25/23

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 25th 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 25th 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 25th day of April, 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM:
First Reading of Ordinance 779 (04-25-2023, 5:30 PM): Hope Timber Rezone

BACKGROUND:
The applicant, Hope Timber LLC, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located at the NE corner of Highway 44 and NW County Line Road. The 67.81-acre property is currently zoned A-1 and is identified as Mixed Use 1 (MU-1) and Medium Density Residential (MDR) on the Future Land Use Plan. The applicant is proposing to rezone the property to R-4 (PUD) and C-2.

The projected activity for this property is consistent with the Future Land Use Plan designation. The R-4 zoning district will allow for medium and high density residential. The C-2 zoning district will allow for general commercial development on the southern portion of the property, along Highway 44. As such, the applicant has provided a conceptual plan for the site showing nine development lots, and an extension of NW 5th Street and NW 2nd Street.

The layout provided is only a conceptual layout of the site. The concept will continue to be refined through the rezoning process as required public improvements are determined. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
recommendation of Approval - Planning and Zoning – 04/05/2023

STAFF RECOMMENDATION:
First Reading of Ordinance 779 (04-25-2023, 5:30 PM): Hope Timber Rezone

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner
mmannel@grimesiowa.gov
515-986-4050

Prepared by: Molly Mannel, Assistant Planner
Return to: Molly Mannel, Assistant Planner

ORDINANCE #779

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR HOPE TIMBER AND ASSOCIATED ZONING CHANGE AND DEVELOPMENT AGREEMENT

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 67.81 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to R-4 (Planned Residential Development District) and C-2 (General and Highway Service Commercial District).

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-4 and C-2 Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Hope Timber LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2021 Code of Iowa, as amended.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved by the City Council on this 25th day of April, 2023.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

PUD DESCRIPTION

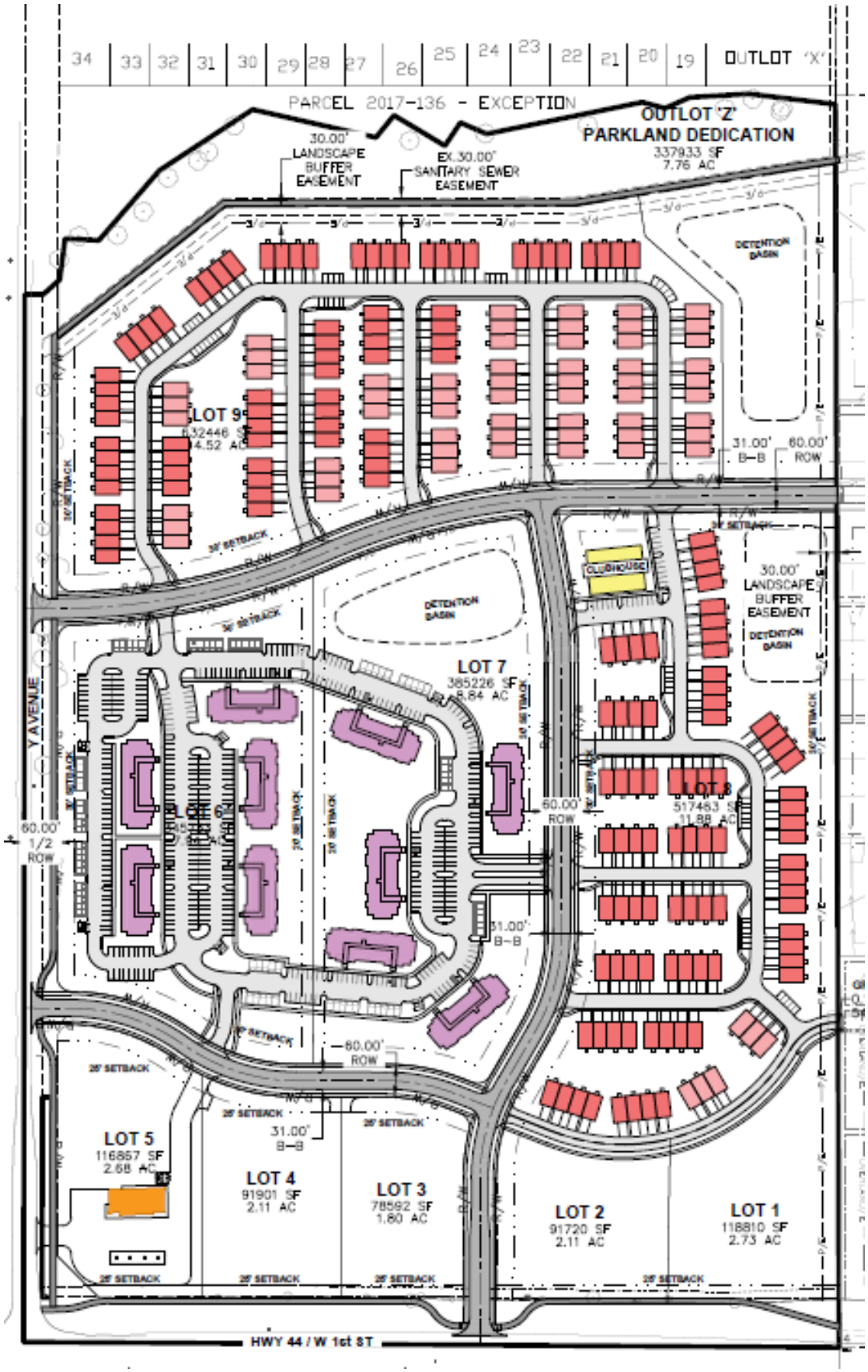
A PART OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°03’45” EAST ALONG THE WEST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 598.48 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°03'45" EAST ALONG SAID WEST LINE, 1284.42 FEET TO THE SOUTHWEST CORNER OF PARCEL ‘2017-136’ AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16614, PAGE 279; THENCE NORTH 89°47'44" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL ‘2017-136’, A DISTANCE OF 33.00 FEET; THENCE NORTH 48°33'17" EAST ALONG SAID SOUTHERLY LINE, 39.68 FEET; THENCE NORTH 07°31'21" EAST ALONG SAID SOUTHERLY LINE, 74.40 FEET; THENCE SOUTH 87°08'05" EAST ALONG SAID SOUTHERLY LINE, 60.95 FEET; THENCE NORTH 40°47'03" EAST ALONG SAID SOUTHERLY LINE, 166.11 FEET; THENCE NORTH 56°56'52" EAST ALONG SAID SOUTHERLY LINE, 200.24 FEET; THENCE SOUTH 77°12'48" EAST ALONG SAID SOUTHERLY LINE, 227.24 FEET; THENCE NORTH 39°08'12" EAST ALONG SAID SOUTHERLY LINE, 51.54 FEET; THENCE SOUTH 59°00'26" EAST ALONG SAID SOUTHERLY LINE, 106.67 FEET; THENCE NORTH 33°33'37" EAST ALONG SAID SOUTHERLY LINE, 49.88 FEET; THENCE SOUTH 67°05'29" EAST ALONG SAID SOUTHERLY LINE, 51.54 FEET; THENCE NORTH 78°28'30" EAST ALONG SAID SOUTHERLY LINE, 285.32 FEET; THENCE SOUTH 74°55'20" EAST ALONG SAID SOUTHERLY LINE, 42.39 FEET; THENCE NORTH 66°14'29" EAST ALONG SAID SOUTHERLY LINE, 48.74 FEET; THENCE NORTH 86°32'25" EAST ALONG SAID SOUTHERLY LINE, 105.73 FEET; THENCE SOUTH 83°10'17" EAST ALONG SAID SOUTHERLY LINE, 157.40 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°09'41" EAST ALONG SAID EAST LINE, 1811.03 FEET; THENCE SOUTH 89°45'34" WEST, 588.90 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 127.18 FEET, WHOSE ARC LENGTH IS 30.31 FEET AND WHOSE CHORD BEARS NORTH 75°32'13" WEST, 30.23 FEET; THENCE NORTH 68°42'38" WEST, 70.98 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 129.77 FEET AND WHOSE CHORD BEARS NORTH 79°19'56" WEST, 129.03 FEET; THENCE NORTH 89°57'14" WEST, 161.91 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.49 FEET AND WHOSE CHORD BEARS NORTH 72°14'01" WEST, 213.06 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.47 FEET AND WHOSE CHORD BEARS NORTH 72°13'55" WEST, 213.04 FEET; THENCE NORTH 89°56'15" WEST, 84.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 56.83 ACRES (2,475,581 SQUARE FEET).

C-2 DESCRIPTION

A PART OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°03'45" EAST ALONG THE WEST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 598.48 FEET; THENCE SOUTH 89°56'15" EAST, 84.96 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.47 FEET AND WHOSE CHORD BEARS SOUTH 72°13'55" EAST, 213.04 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.49 FEET AND WHOSE CHORD BEARS SOUTH 72°14'01" EAST, 213.06 FEET; THENCE SOUTH 89°57'14" EAST, 161.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 129.77 FEET AND WHOSE CHORD BEARS SOUTH 79°19'56" EAST, 129.03 FEET; THENCE SOUTH 68°42'38" EAST, 70.98 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 127.18 FEET, WHOSE ARC LENGTH IS 30.31 FEET AND WHOSE CHORD BEARS SOUTH 75°32'13" EAST, 30.23 FEET; THENCE NORTH 89°45'34" EAST, 588.90 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°09'41" EAST ALONG SAID EAST LINE, 423.49 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 89°36'34" WEST ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 1465.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.90 ACRES (692,670 SQUARE FEET).


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26
25
24
23
22
21
20
19
OUTLOT 'X'
PARCEL 2017-136 - EXCEPTION
OUTLOT 'Z'
PARKLAND DEDICATION
337933 SF
7.76 AC
30.00'
LANDSCAPE
BUFFER
EASEMENT
EX.30.00'
SANITARY SEWER
EASEMENT
DETENTION
BASIN
LOT 9
632446 SF
14.52 AC
31.00'
B-B
60.00'
ROW
30' SETBACK
CLUBHOUSE
30.00'
LANDSCAPE
BUFFER
EASEMENT
DETENTION
BASIN
LOT 7
385226 SF
8.84 AC
LOT 6
LOT 8
517463 SF
11.88 AC
Y AVENUE
60.00'
1/2
ROW
60.00'
ROW
31.00'
B-B
25' SETBACK
LOT 5
116857 SF
2.68 AC
LOT 4
91901 SF
2.11 AC
LOT 3
78592 SF
1.80 AC
LOT 2
91720 SF
2.11 AC
LOT 1
118810 SF
2.73 AC
HWY 44 / W 1st ST

Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~March 6, 2023~~
March 28, 2023

Hope Timber, LLC
Attn: Arash Razizadeh
4500 Westown Parkway, Suite #277
West Des Moines, IA 50265

RE: Hope Timber Rezone

Dear Mr. Razizadeh:

The Development Services Department is in receipt of a proposed Rezoning for the Hope Timber. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

~~1. Provide rezone petition. Form provided.~~

2. Provide rezone consent from neighboring properties. Form provided.

3. Please include the ownership information for the small piece that runs along the East property line. Staff questions if the developer has come to an agreement with the owner to make the connection to the existing NW 5th Street stub.

~~4. Provide legal description of the area to be rezoned to centerline in Word format.~~

~~5. Please label the PUD zoning as PUD, instead of R-3 Med/High, on all plans.~~

~~6. Update the C-1 to C-2 requirements.~~

7. Please provide justification for PUD, and what additional amenities will be provided for flexibilities offered within the PUD. Due to the density provided, staff would suggest including an additional 3 acres of property for active parkland. This can occur along NW 5th Street, near the eastern boundary of the concept. The trail along County Line Road does not count towards the parkland dedication.

~~8. Please extend the concept to show the entire parcel. It appears the north side is cut off.~~

9. Please change the proposed zoning listed to the right in the PUD rezoning map from R-3 High to PUD.

Rezone Concept:

1. ~~Please label the ROW width. Along NW County Line Road, please provide 120-feet of ROW, and a 45-degree chamfer at the ROW (75-feet north and 75 feet east)~~

2. Please show sidewalk connections on public and private streets.

3. Are any trail connections proposed with the new development? Please provide an 8' public trail connection from the north townhomes to the greenway trail, separate from the townhome development.

4. How does the developer propose to preserve the greenway that cuts through the townhomes? Staff questions if any environmental assessment has been done?

5. ~~A total of 6.315 acres is needed for the parkland dedication. If the developer would like to propose the greenway to the north, trail would be required to be installed.~~

6. Please provide proposed concept elevations for the townhomes and apartments.

7. ~~Please show where general utilities will be provided.~~

8. If the townhome buildings are closer than 20' separation and/or over 8,000 total square feet, they will need to be sprinkled. Please adjust accordingly, or plan for sprinkler systems. Each townhome row has 8' separation – this would still require sprinkling. In order to avoid sprinkling, the townhomes would need a minimum of 20' separation.

9. Please connect the trail along Highway 44 to the greenway, along County Line Road. Please label this as a 10' trail.

10. Please prepared traffic impact study for the development and access to Highway 44.

11. ~~Please shift the north hotel access to T with the north roadway.~~

12. ~~Please shift the hotel and hotel parking. Staff would prefer to see the hotel along HWY 44.~~

13. ~~Access to Casey's off Y Ave will be a right-in/right-out only. Staff questions if you are intending to announce this as Caseys at this time?~~

~~14. Please ensure there is a turnaround for fire at the end of the townhomes NE of the site. No more than 150-feet with out a turnaround is required.~~

~~15. Please add a 30-foot landscape buffer along the entire East property line. This buffer should include a 3-4-foot berm with landscaping on top.~~

~~16. Please add a 30-foot landscape buffer along the North townhomes. No berm is necessary for this buffer.~~

~~17. Please provide a minimum of one garage for at least 25% of the proposed apartment units.~~

18. Please provide the mix of bedrooms that is proposed in the apartments? Studios, 1/2/3-bedroom?

~~19. Please provide 1 spaces per 5 units for guest townhome parking.~~

~~20. Please provide a minimum of 1.5 spaces per apartment unit.~~

~~21. Staff would like the developer to consider utilizing the cross connection to the 44 West Townhome Development. Water and sewer are currently stubbed to this parcel; however the roadway is not built yet.~~

22. Please show a shared access drive between Lots 1 & 2. Lot 2 may have an additional access off the new roadway connecting to HWY 44.

23. Please show an access to Lot 3.

24. Please change the clubhouse parking **(civic use)** to **(business, professional office)**. They are the same parking requirements.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~March 13, 2023~~
April 4, 2023
(1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: April 5, 2023, at 5:30 at the Grimes Community Center

COUNCIL MEETING: April 25 (1st reading), May 9 (2nd reading), and May 23, 2023 (3rd reading), at 5:30 at the Grimes Community Center

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Molly Mannel
Assistant Planner

HOPE TIMBER
ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Hope Timber LLC, (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned A-1.

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage, identifying the Property to be developed as a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 to R-4 and C-2, prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

DRAFT

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will apply with respect to the Property as a result of such rezoning and development.

NOW, THEREFORE, in consideration of the above premises, the rezoning of the Property and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

1) Rezoning. The property shall be rezoned from A-1 to R-4 and C-2.

2) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to R-4 and C-2 to allow for the development of the property for a commercial and residential use neighborhood, referred to herein as Hope Timber. The overall intent of the neighborhood is to provide reasonable accommodations for development, while preserving the natural areas, and integrating pedestrian pathways throughout the development. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.

    (a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain approval from the City of a Final Plat, which subdivides all of the Property into lots and outlots (referred to herein individually as a "Lot" or collectively as the "Lots").

(b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.

3) Development Intent. Located at the northeast corner of Highway 44 and NW County Line Road, Hope Timber will consist of commercial uses, medium density residential dwellings, and high density residential dwellings. Each use area is further described as follows.

(a) General Commercial. Areas designated as General Commercial are intended to provide for general commercial uses. The uses permitted are intended to accommodate both the local retail consumer and the automobile-traveling public. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

(b) Medium Density Residential. Areas designated as Medium Density Residential are intended for traditional attached dwelling units. No multi-family units or commercial uses of any kind will be allowed in these areas. Driveways are to be connected to the private streets and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

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(c) High Density Residential. Areas designated as High Density Residential are intended for traditional multiple family dwellings and other similar residential developments. No commercial uses of any kind will be allowed in these areas. Parking lots shall provide the required number of stalls and covered garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

4) C-2 General and Highway Service Commercial District.

(a) Lot Dimensions. No minimum lot dimensions shall apply.

(b) Setbacks. The following setbacks shall apply to all units:

(i.) Front Yard – Twenty-Five (25) Feet

(ii.) Rear Yard – Twenty-Five (25) Feet – However, for every foot the front yard is increased over 25 feet, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than 10 feet

(iii.) Side Yard – Zero (0) Feet, except when adjoining any "R" District or street right-of-way line, in which case – 25 feet.

(c) Permitted Uses. Uses permitted within the General Commercial area shall follow the C-2 zoning district regulations with the exception of the following uses:

(i.) Lumber yards

(ii.) Monument sales yards

(iii). Mini storage and warehouse facilities

(iv.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.

(v.) Used car lots

(vi.) Any outdoor exercise areas/runs for domesticated animal board/kennels shall be limited to use during normal business hours.

(d) Height. The maximum height of any building shall be three (3) stories above grade (45-feet maximum).

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(e) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(f) Outdoor Storage. No outdoor storage is permitted upon the site.

(g) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along Highway 44, while all other streets shall have a minimum setback of eight (8) feet. For commercial properties that abut residential uses, that parking lot setback shall be eight (8) feet. For internal property lines for all other common lot lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.

(h) Parking. All parking requirements shall be in conformance with the Grimes Zoning Ordinance.

(i) Building Materials. Commercial building shall be constructed with face brick or brick panels. This requirement shall not preclude the use of accent materials such as stone or cast stone on the street face of the buildings. A sample of the brick material and any accent material shall be submitted for approval along with the other required application materials.

Other masonry materials, including stone, cast stone, ornamental concrete block, or other similar materials such as concrete panels, may be allowed on the exterior building wall facing adjacent streets of commercial buildings, provided such

alternate materials are reviewed by the Planning and Zoning Commission and approved by ⅘ vote of the City Council. A sample of any of the alternate materials shall be submitted along with the other required materials.

All building and architectural materials shall meet the Transportation Corridor Mixed Use Development Overlay District standards.

(j) Façade Design. All exterior building walls facing adjacent streets of commercial buildings shall be glazed along a minimum of forty percent (40%) of the wall length with clear glass at eye level. A primary entrance door shall be provided on street side of all commercial buildings.

All façade design requirements shall meet the Transportation Corridor Mixed Use Development Overlay District standards.

(k) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

(l) Open Space. A minimum of ten (10%) percent open space shall be provided.

(m) Landscaping. One (1) [illegible]-story trees required for every forty (40) lineal feet along the perimeter of parking lot which abuts the setback area. In designing the landscape plan for this setback area, consideration shall be given to obscuring the glare of headlights from adjacent and nearby property. One (1) landscaped island is required for the first fifty (50) parking spaced, and an additional island shall be required for each additional twenty-five (25) parking spaces.

All landscaping requirements shall be in conformance with the Transportation Corridor Mixed Use Development Overlay District standards.

i) Pedestrian Access. On-site sidewalks shall connect the street to the main entrance of the principal structure on the site. Where on-site sidewalks cross parking lots, drive aisles, or driveways, the crossing shall be clearly marked or identifiable through the use of striping, speed bumps, different paving material or other similar method.

5) R-4 Planned Residential Development District. This area is intended to provide general medium density and high density residential units.

1) Medium Density Residential. This area is intended to accommodate the construction of attached dwelling units.

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(a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.

(b) Density. The maximum density within the Townhome Residential area shall be eight (8) units per acre.

(c) Setbacks. The following setbacks shall apply to all units:

(i.) Front Yard – Thirty (30) Feet

(ii.) Rear Yard – Thirty (30) Feet

(iii.) Side Yard – Fifteen (15) Feet each side/ Thirty (30) Feet total

(iv.) Building Separation – Ten (10) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building/fire code standards.

(d) Height. The maximum height of any building shall be two (2) stories above grade (40-Feet maximum).

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(e) Garage. A minimum two (2) car attached garage shall be provided for every unit.

(f) Parking. Visitor parking shall be provided in accordance with the Grimes Zoning Ordinance. For every five (5) dwelling units, one visitor parking space shall be provided.

(g) Building Materials. All townhome buildings shall follow the minimum architecture standards for R-3 districts within the Zoning Ordinance.

(h) Façade Design. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged, and a minimum of 3 elevation packages shall be provided. The elevation packages should include varying colors, siding textures, and brick/stone or masonry. The rear elevation of units shall not orient towards public streets. There units do have frontage along a public street, the elevation that fronts the public street shall include additional architectural features, including but not limited to front porches, bump outs, additional glazing, elevated trim packages, etc.

(i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

(j) Open Space. A minimum of forty (40%) percent open space shall be provided.

(k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided. One (1) overstory tree is required for every fifty (50) feet of lot frontage and located between the sidewalk and street. Street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space tree. Foundation plantings shall be provided for units facing public streets for the public street facing facades only.

(l) Pedestrian. Connections from the units to a common pedestrian network shall be provided. Accommodations for trail connections should be planned for and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

2) High Density Residential:

(a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.

(b) Density. The maximum number of residential units shall be eighteen (18) per acre.

(c) Setbacks. The following setbacks shall apply to all units:

(i.) Front Yard – Thirty (30) Feet

(ii.) Rear Yard – Thirty (30) Feet

(iii.) Side Yard – Twenty (20) Feet each side/ Forty (40) Feet total

(iv.) Building Separation – Sixteen (16) Feet

(d) Height. The maximum height of any standalone multifamily building shall be three (3) stories above grade (45-feet maximum).

(e) Garage. Twenty-five (25) percent of the total multi-family units shall have a covered parking stall. All garages shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

(f) Parking. A minimum of one and a half (1.5) spaces per unit, plus one (1) visitor space per five (5) units. Covered parking spaces shall count towards the overall required parking spaces.

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(g) Building Materials. All townhome buildings shall follow the minimum architecture standards for R-3 districts within the Zoning Ordinance.

(h) Façade Design. The buildings should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged, and a minimum of 3 elevation packages shall be provided. The elevation packages should include varying colors, siding textures, and brick/stone or masonry.

(i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

(j) Open Space. A minimum of forty (40%) percent open space shall be provided.

(k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided. One (1) overstory tree is required for every fifty (50) feet of lot frontage and located between the sidewalk and street. Street tree shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space tree. Foundation planting shall be provided for units facing public street for the public street facing facade only.

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(l) Pedestrian Access. Connections from the units to a common pedestrian network shall be provided. Future accommodations for trail connections should be planned for and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

(m) Common Spaces. Planned plazas, patios, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

6) Buffering

(a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented.

(b) Medium Density Residential Buffers. Landscape buffers for the Medium Density Residential area shall include a thirty (30) foot buffer to the east, adjacent to the

single-family housing, and a thirty (30) buffer to the north between the residential townhomes and trail. The east buffer shall include a three (3) to four (4) foot berm with landscaping on top.

(c) Commercial Buffers. Landscape buffers for the Commercial area shall include a thirty (30) foot buffer along east property line, adjacent to the adjoining townhome development. This buffer shall include a three (3) to four (4) foot berm with landscaping on top.

(d) Buffer Landscape Quantities. Thirty (30) foot landscape buffers shall provide the following number of trees per fifty (50) feet of linear buffer: One (1) overstory tree, two (2) understory trees and one (1) evergreen tree.

(e) Berming and Screening. Earth berming shall be implemented whenever possible to enhance buffering and screening of otherwise negative site elements and to aid in ensuring year-round screening. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive throughs associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.

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(f) Continuity. Buffers shall be so designed so as to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

7) Lighting

(a) Parking Lot & Accent Lighting. All commercial uses shall provide adequate lighting for the parking areas. Accent lighting shall be provided on all buildings that face the public right-of-way, to accentuate the building form and architectural character. Uplighting of landscaping is encouraged.

(b) Private Street Lighting. Street lighting associated with the private streets shall be provided within the Medium Density and High Density Residential Areas. All lighting shall be shaded or hooded and oriented inward so as to prevent intrusion into surrounding areas. Adequate lighting shall be provided along the private streets and common areas.

(c) Public Street Lighting. Street Lighting associated with the public streets shall be standard MidAmerican Energy Street Lights and black in color.

8) Public and Site Improvements

(a) Public Improvements. Public Improvements include the construction of the following:

(i.) Utilities. Property Owner agrees to construct the necessary water main, sanitary sewers, and storm sewers to serve the Medium Density Residential, High Density Residential, and General Commercial development. Public construction drawings shall be prepared and submitted for review and approval. All utilities shall be located in easements approved with the Final Plat.

(ii.) Traffic Impact Study. Property Owner shall commission and provide to the City a Traffic Impact Study which aims to evaluate and indicate requirements of the overall transportation needs of the development. The developer shall be responsible for any improvements required within the Traffic Impact Study.

(iii.) Access to Highway 44. Access to Highway 44 shall be completed in accordance with the Iowa DOT.

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(iv.) NW 5th Street. Property Owner agrees to extend and connect NW 5th Street, as shown in the concept plan. Street shall be 29-foot B/B PCC, within a 60-foot right of way. The intersection at NW County Line Road shall be 43-foot B/B PCC, within a 70-foot ROW.

(v.) NW 2nd Street. Property Owner agrees to extend and connect NW 2nd Street, as shown in the concept plan. Roadway shall be 31-foot B/B PCC, and positioned within a 60-foot right of way. The intersection at NW County Line Road shall be 43-foot B/B PCC, within a 70-foot ROW.

(vi.) Unnamed North-South Street. Property Owner agrees to extend and connect the unnamed north-south street, as shown in the concept plan. Roadway shall be 29-foot B/B PCC and positioned within a 60-foot right of way. The roadway between the intersection at Highway 44 and NE 2nd Street, if approved by the Iowa DOT, shall be 31-foot B/B PCC, within a 70-foot ROW

(vii.) NW County Line Road Right-of-Way. Property Owner agrees to dedicate 60-feet of right-of-way along NW County Line Road. Property owner further agrees to provide a 20-foot temporary construction easement to the City, at no cost, at such a time the City makes improvements to NW County Line Road.

(viii.) Public Sidewalks. Five (5) foot PCC public sidewalks shall be provided on two sides of all public streets, unless otherwise referenced herein.

(ix.) Public Trails. A ten (10) foot PCC trail shall be provided along the east side of NW County Line Road and within the greenway of Outlot Z, as shown on the concept plan.

(x.) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards and specifications. At the time of completion, a four (4) year maintenance bond for the streets, watermain, sanitary sewer, and storm sewer improvements must be submitted.

(b) Fees. The following fees shall be provided at the time of Final Plat.

(i) NW County Line Road Pavement. One-hundred fifty ($150) dollars per linear foot frontage.

(ii) NW County Line Road Water Main. One-hundred fifty ($150) dollars per linear foot of frontage. This fee is based on estimates. At the time of completion, this fee will be reassessed and finalized. At no point will the fee be in excess of 110% of the fee identified herein.

9) Private Sidewalks. Five (5) foot PCC public sidewalks shall be provided on at least one side of all private streets.

10) Street Right of Way and Easements. At the time of Final Plat, street right of ways in accordance with the requirements herein and Traffic Impact Study.

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11) Parkland Dedication. Required parkland dedication is approximately 6.315 acres, based upon the attached concept plan. Property Owner has agreed to dedicate approximately 7.76 acres of land as shown on the attached concept plan. The dedication shall occur with the platting of adjacent properties and street lots. Staff is evaluating parkland dedication with the Parks and Recreation Director and reserves the right to modify the parkland based on future discussions.

12) Transportation Corridor Mixed Use Development Overlay District. The development shall follow the Transportation Corridor Mixed Use Development Overlay District regulations for all commercial lots except as otherwise stated in this Development Agreement.

13) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.

14) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City

shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.

15) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.

16) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.

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17) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.

18) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.

19) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF GRIMES, IOWA

By:_____

Scott Mikkelsen, Mayor

Attest:

_____

Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

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On this ____ day of _____, 2__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____

Notary Public in and for the

State of Iowa

My Commission expires _____

PROPERTY OWNER.

Hope Timber LLC

By:_____

Signature:_____

Title: _____

STATE OF IOWA)

) ss:

COUNTY OF _____)

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

DRAFT

_____

Notary Public in and for the

State of Iowa

My Commission expires _____

Exhibit A

Legal Description

PUD DESCRIPTION

A PART OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°03’45” EAST ALONG THE WEST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 598.48 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°03'45" EAST ALONG SAID WEST LINE, 1284.42 FEET TO THE SOUTHWEST CORNER OF PARCEL ‘2017-136’ AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16614, PAGE 279; THENCE NORTH 89°47'44" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL ‘2017-136’, A DISTANCE OF 33.00 FEET; THENCE NORTH 48°33'17" EAST ALONG SAID SOUTHERLY LINE, 39.68 FEET; THENCE NORTH 07°31'21" EAST ALONG SAID SOUTHERLY LINE, 74.40 FEET; THENCE SOUTH 87°08'05" EAST ALONG SAID SOUTHERLY LINE, 60.95 FEET; THENCE NORTH 40°47'03" EAST ALONG SAID SOUTHERLY LINE, 166.11 FEET; THENCE NORTH 56°56'52" EAST ALONG SAID SOUTHERLY LINE, 200.24 FEET; THENCE SOUTH 77°12'48" EAST ALONG SAID SOUTHERLY LINE, 227.24 FEET; THENCE NORTH 39°08'12" EAST ALONG SAID SOUTHERLY LINE, 51.54 FEET; THENCE SOUTH 59°00'26" EAST ALONG SAID SOUTHERLY LINE, 106.67 FEET; THENCE NORTH 33°33'37" EAST ALONG SAID SOUTHERLY LINE, 49.88 FEET; THENCE SOUTH 67°05'29" EAST ALONG SAID SOUTHERLY LINE, 3[illegible]54 FEET; THENCE SOUTH 78°28'30" EAST ALONG SAID SOUTHERLY LINE, 285.32 FEET; THENCE SOUTH [illegible]°55'2[illegible]" EAST ALONG SAID SOUTHERLY LINE, 42.39 FEET; THENCE NORTH 66°14'29" [illegible] ALONG SAID SOUTHERLY LINE, 48.74 FEET; THENCE NORTH 8[illegible]32'2[illegible] EAST ALONG SAID SOUTHERLY LINE, 105.73 FEET; THENCE SOUTH 83°10'17" EAST ALONG SAID SOUTHERLY LINE, 157.40 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°09'41" EAST ALONG SAID EAST LINE, 1811.03 FEET; THENCE SOUTH 89°45'34" WEST, 588.90 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 127.18 FEET, WHOSE ARC LENGTH IS 30.31 FEET AND WHOSE CHORD BEARS NORTH 75°32'13" WEST, 30.23 FEET; THENCE NORTH 68°42'38" WEST, 70.98 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 129.77 FEET AND WHOSE CHORD BEARS NORTH 79°19'56" WEST, 129.03 FEET; THENCE NORTH 89°57'14" WEST, 161.91 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.49 FEET AND WHOSE CHORD BEARS NORTH 72°14'01" WEST, 213.06 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.47 FEET AND WHOSE CHORD BEARS NORTH 72°13'55" WEST, 213.04 FEET; THENCE NORTH 89°56'15" WEST, 84.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 56.83 ACRES (2,475,581 SQUARE FEET).

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C-2 DESCRIPTION

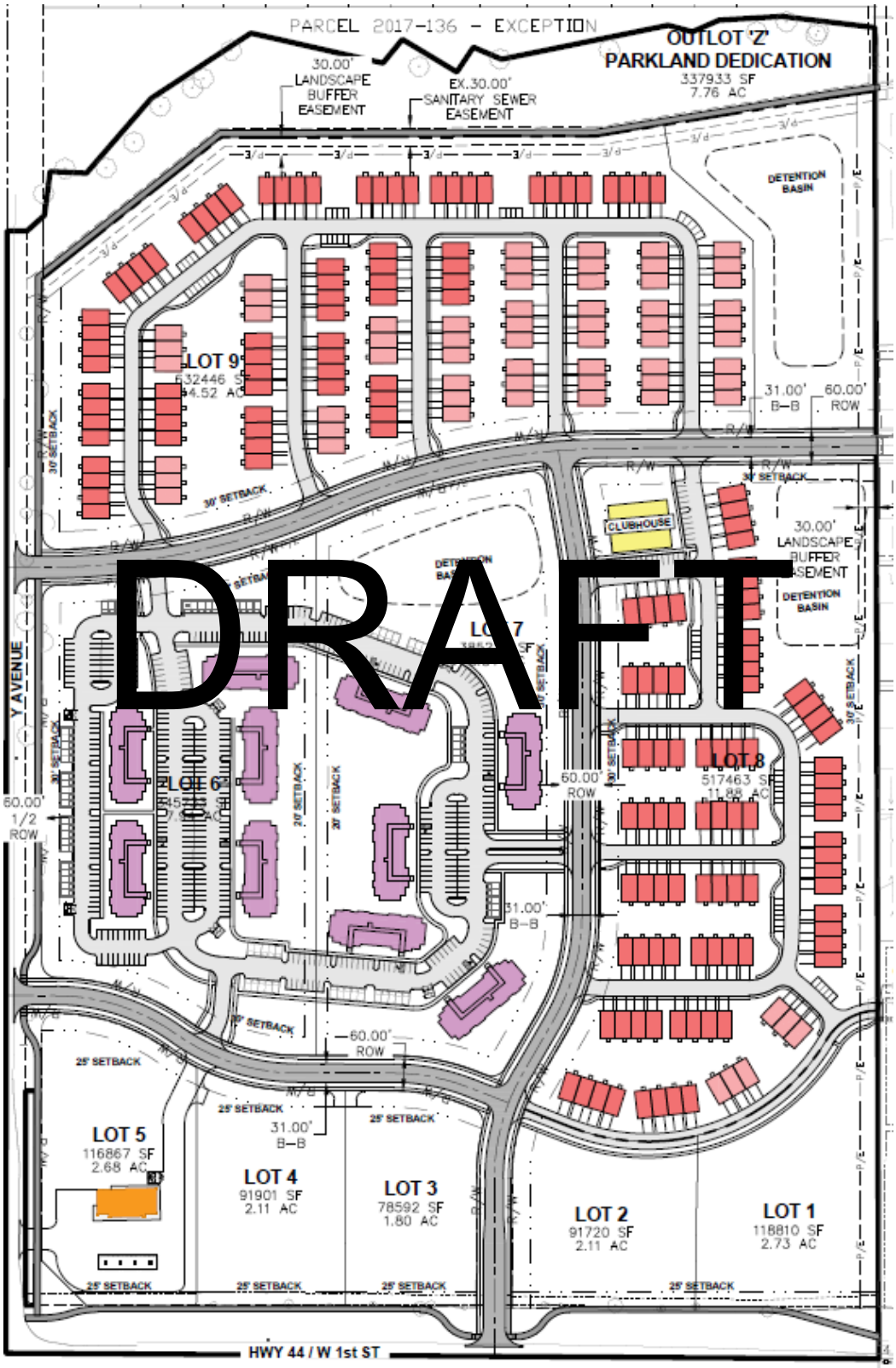
A PART OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°03'45" EAST ALONG THE WEST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 598.48 FEET; THENCE SOUTH 89°56'15" EAST, 84.96 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.47 FEET AND WHOSE CHORD BEARS SOUTH 72°13'55" EAST, 213.04 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.49 FEET AND WHOSE CHORD BEARS SOUTH 72°14'01" EAST, 213.06 FEET; THENCE SOUTH 89°57'14" EAST, 161.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 129.77 FEET AND WHOSE CHORD BEARS SOUTH 79°19'56" EAST, 129.03 FEET; THENCE SOUTH 68°42'38" EAST, 70.98 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 127.18 FEET, WHOSE ARC LENGTH IS 30.31 FEET AND WHOSE CHORD BEARS SOUTH 75°32'13" EAST, 30.23 FEET; THENCE NORTH 89°45'34" EAST, 588.90 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°09'41" EAST ALONG SAID EAST LINE, 423.49 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 89°36'34" WEST ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 1465.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.90 ACRES (692,670 SQUARE FEET).

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Exhibit B

Concept Plan



Planning & Zoning Staff Report

CITY OF GRIMES

DATE

April 5, 2023

PROJECT NAME

Hope Timber

APPLICANT

Hope Timber, LLC

REQUESTED ACTION

Requesting a rezone from A-1 to PUD and C-2

LOCATION

NE corner of HWY 44 and County Line Road.

ZONING

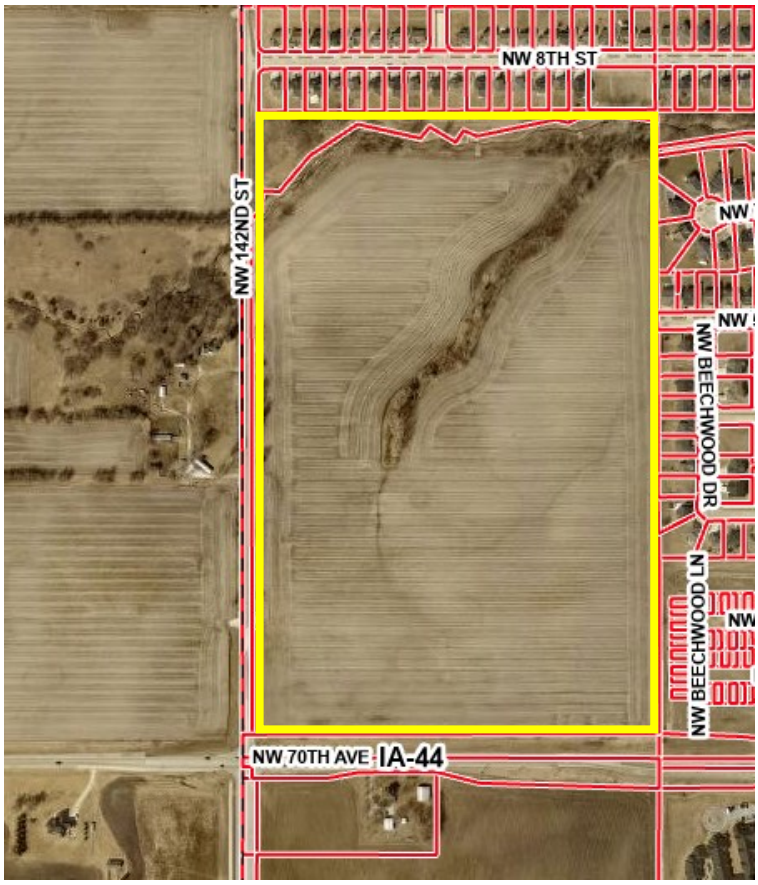
Current: A-1

Proposed: PUD & C-2

PLANNER

Molly Mannel
mmannel@grimesiowa.gov
515-986-4050

Location Map



Zoning Map

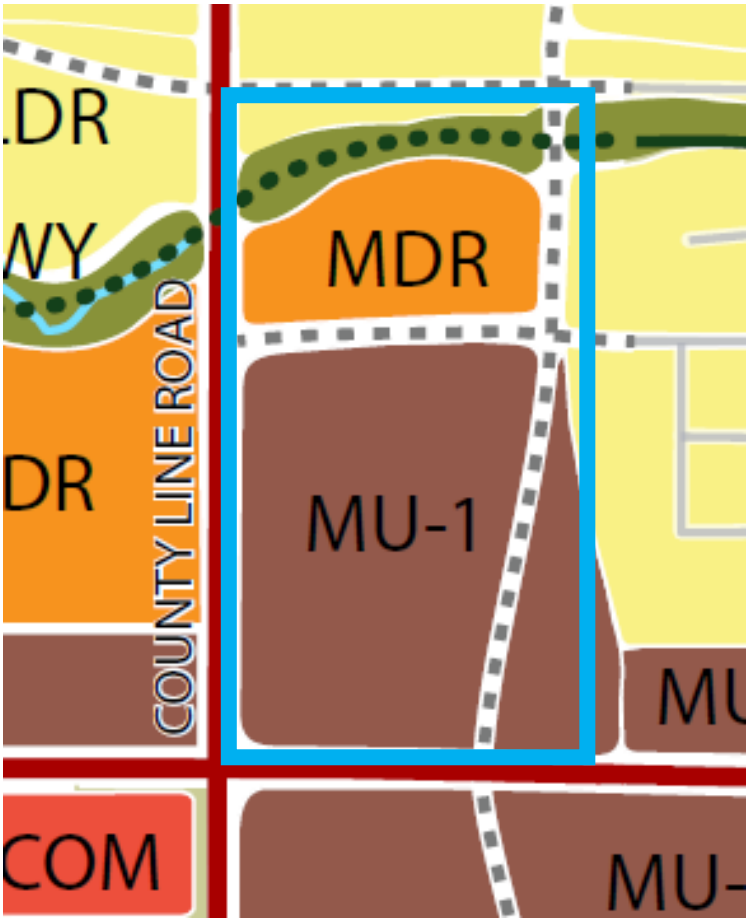


Relation to Comprehensive & Area Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Vacant	Mixed Use 1, Medium Density Residential, Greenway	A-1
North	Residential	Low Density Residential	R-4
South	Vacant	Mixed Use 1, Low Density Residential	A-1
East	Residential	Low Density Residential, Mixed Use 1	R-4
West	Vacant	Mixed Use 1, Medium Density Residential	A-1

PARKS

- The project is consistent with the Parks and Trails Master Plan, in preserving the greenway to the north of the site. A 10' trail will be installed within the greenway to promote connectivity and recreation to the surrounding residential. A 30' landscaped buffer will be placed between the greenway and medium density residential to provide a natural transition between the two uses.
- The site is proposed to be a mix of residential and commercial uses, so parkland dedication is required. A total of 6.315 acres is needed for the parkland dedication.
- The applicant is proposing the greenway and a 10' trail connection, from the greenway and all along the eastern edge of County Line Road, as their parkland dedication.



Future Land Use Map

The proposed rezone of the site located at the NE corner of Highway 44 and County Line Road is consistent with the Future Land Use Map. Medium density residential will be constructed along the greenway. Mixed-Use 1 zoning designation includes the mix of residential, office, and limited commercial uses. The additional medium density, high density, and commercial lots along Highway 44 are consistent with this.

Site Layout

STREET ACCESS

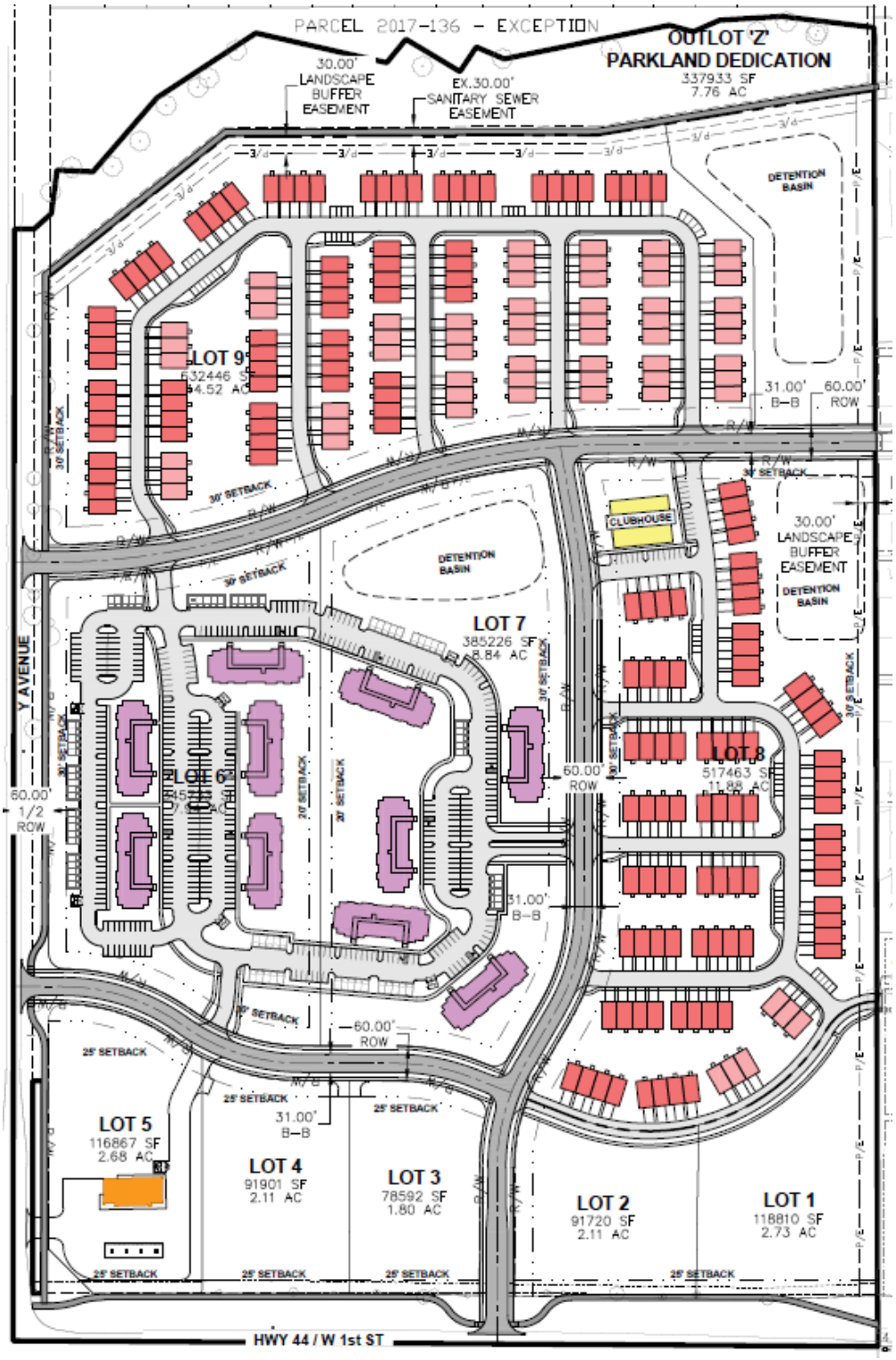
- NW 5th Street and NW 2nd Street will be extended to County Line Road.
- Additional private streets will be constructed to provide circulation throughout the site.
- The applicant has proposed to add an access off Highway 44, This will be reviewed by the Iowa DOT.

PEDESTRIAN ACCESS

- The applicant is proposing to construct a 10' trail connection along County Line Road and the greenway to the north.
- 5' sidewalks will be required to be installed on at least one side of all private streets.
- 5' sidewalks will be required to be installed on both sides of public streets.

LANDSCAPING

- A 30' landscaping buffer will be required along the eastern edge of the site.
- An additional 30' landscaping buffer along the greenway to the north will also be planted, with berm and landscaping on top.



Utilities, Studies, & Legal

SANITARY

- Sanitary will be constructed to serve all lots on site.

WATER

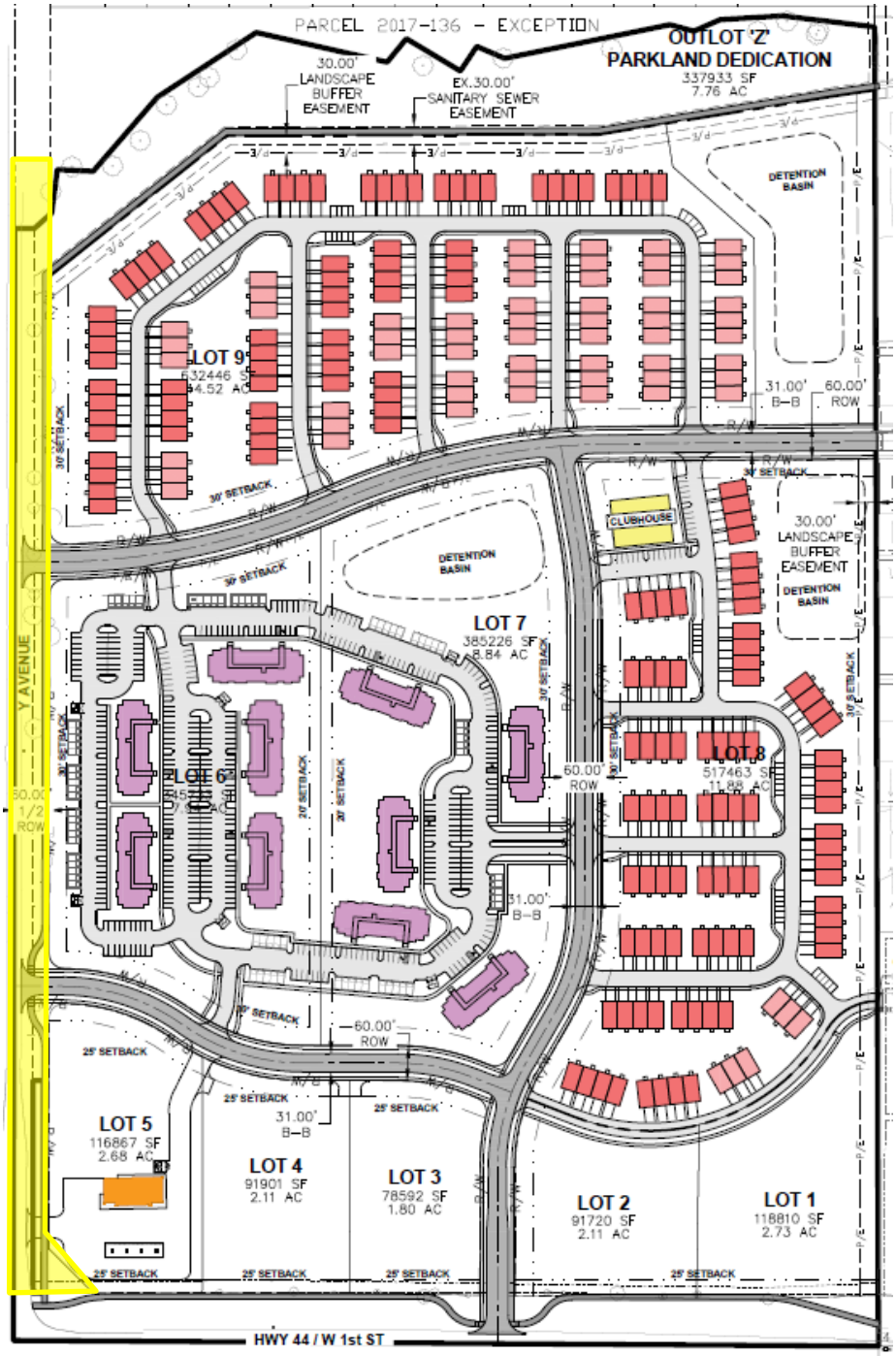
- Water will be constructed to serve all lots on site.
- A new water main will be constructed along NW County Line Road by the City.

STORM WATER

- Stormwater infrastructure and two detention ponds are proposed to be constructed to assist in stormwater flowage.
- The applicant has been requested to provide an environmental assessment of the natural waterway the cuts through the site. The applicant has stated that they are discussing this area with another consultant.

LEGAL

- The site is subject to a development agreement. The applicant will be required to complete all items stated within the agreement.
- 120′ of ROW (60′ along Hope Timber) along County Line Road will be dedicated to the city, including a 45-degree chamfer at the intersection of HWY 44 and County Line Road (75′ north and 75′ east). The ROW dedication can be seen highlighted in yellow on the map.



ROW Dedication

RELATION TO STUDIES

- HWY 44 Corridor Study
- The site shall follow the guidelines provided within each study.

Development Standards & Conclusion

SUMMARY OF FINDINGS

- Hope Timber is proposing to rezone the site located at the NE corner of Highway 44 and County Line Road from A-1 to PUD and C-2. The proposed rezone designations are consistent with the Future Land Use Map.
- The site will contain a mix of commercial, medium density residential , and high density residential uses.
- NW 5th Street and NW 2nd Street will be extended to County Line Road. Additional public and private streets will be added to provide site connectivity.
- Pedestrian access will be added through the site via public and private sidewalks. The greenway to the north will be preserved, and a 10′ trail will be constructed within the greenway, extending all the way down County Line Road.
- ROW along County Line Road will be dedicated to the City of Grimes. Any development completed will need to be consistent with the Development Agreement.

STAFF RECOMMENDATION

Staff would recommend approval of the Hope Timber rezone from A-1 to PUD and C-2 , subject to any remaining staff comments.

DEVELOPMENT STANDARDS

Commercial

- Open Space: Minimum 10%
- Setbacks:
  - Front – 25′
  - Rear – 25′
  - Side – 0′, unless abutting residential—then 25′
  - Maximum Height – 45′
  - Maximum Stories – 3
  - Building Materials: Face brick or brick panels, accent materials.
  - Must meet the Transportation Corridor Mixed Use Develoment Overlay District standards

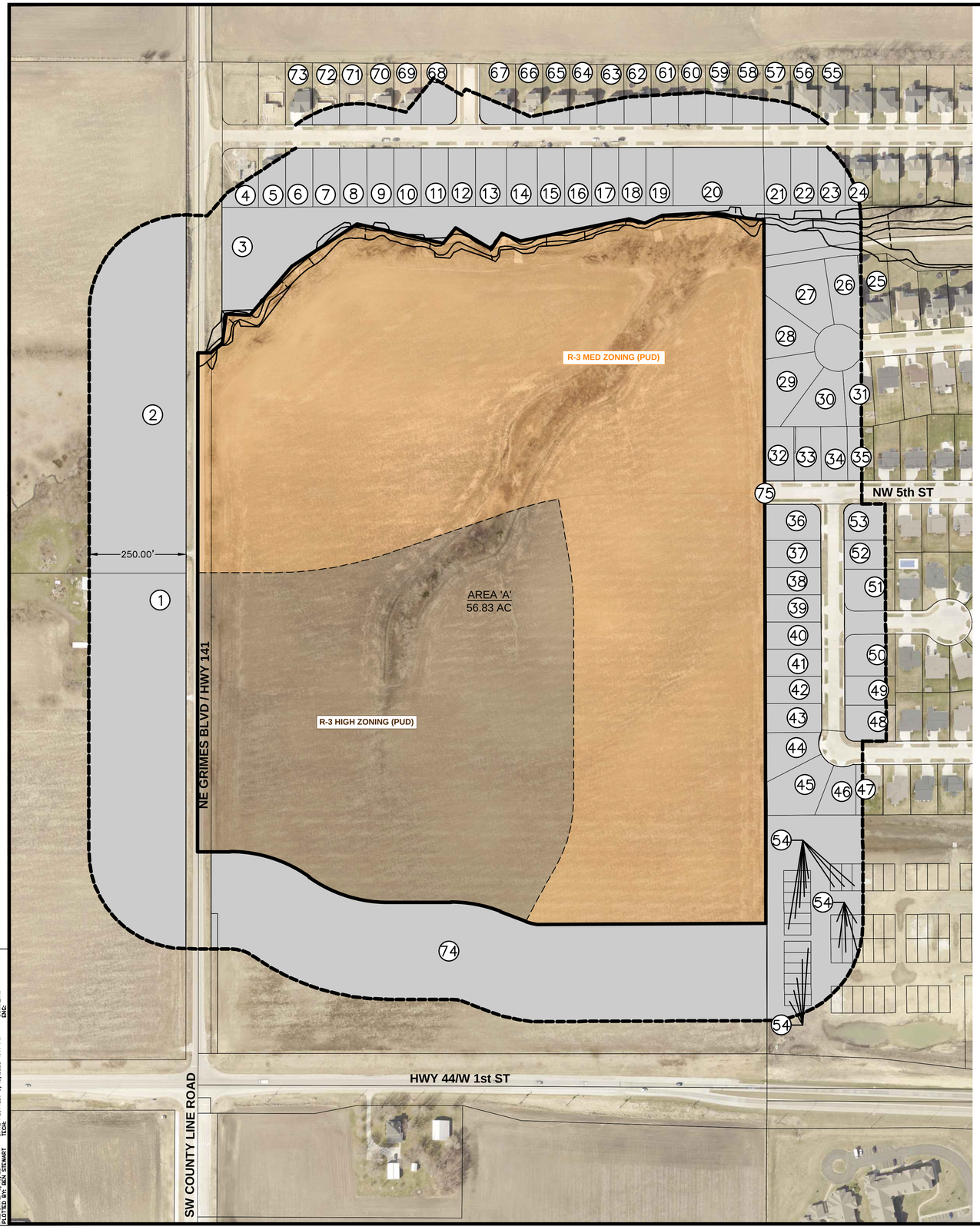
PUD

Medium Density Residential

- Open Space: Minimum 10%
- Setbacks:
  - Front – 30′
  - Rear – 30′
  - Side – 15′ each/30′ total—from building groups
  - Maximum Height – 40′
  - Maximum Stories – 2
  - Building Materials: Must meet the R-3 district minimum zoning requirements within the Zoning Ordinance.

High Density Residential

- Open Space: Minimum 10%
- Setbacks:
  - Front – 30′
  - Rear – 30′
  - Side – 20′ each/40′ total
  - Maximum Height – 45′
  - Maximum Stories – 3
  - Building Materials: Must meet the R-3 district minimum zoning requirements within the Zoning Ordinance.



OWNER/APPLICANT:

HOPE TIMBER, LLC
CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50265
PH: (515) 381-3925
EMAIL: ARASH.RAZIZADEH@EPCMFG.COM

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
CONTACT: JOSH TRYGSTAD
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL. JOSHT@CDA-ENG.COM

ZONING:

EXISTING: A-1 (AGRICULTURE DISTRICT)

PROPOSED: R-3 HIGH (HIGH DENSITY FAMILY DWELLING DISTRICT)

BULK REGULATIONS:

UNDERLYING R-3 MEDIUM DENSITY RESIDENTIAL DISCTRICT AND R-3 MEDIUM

MINIMUM LOT AREA = 80,000 SF
MINIMUM LOT WIDTH = 200 FT

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 30 FT
SIDE YARD
1 STORY = 7 FT EACH SIDE / 14 FEET TOTAL
2-3 STORIES = 15 FT EACH SIDE / 30 FEET TOTAL

MAX BUILDING HEIGHT = 40 FT
BUILDING SEPARATION = 16 FT

MAXIMUM DENSITY = 12.0 UNITS / ACRE

UNDERLYING R-3 HIGH DENSITY RESIDENTIAL DISCTRICT

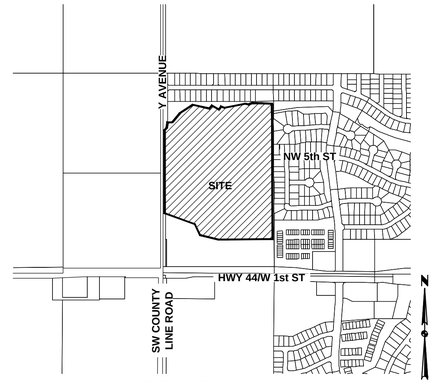
MINIMUM LOT AREA = 80,000 SF
MINIMUM LOT WIDTH = 200 FT

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 30 FT
SIDE YARD
1 STORY = 7 FT EACH SIDE / 14 FEET TOTAL
2-3 STORIES = 20 FT EACH SIDE / 40 FEET TOTAL

MAX BUILDING HEIGHT = 50 FT
BUILDING SEPARATION = 16 FT

MAXIMUM DENSITY = 18 UNITS / ACRE

VICINITY MAP

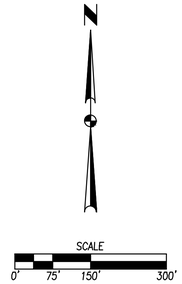


GRIMES, IOWA

REZONING DESCRIPTION

A PART OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°03'45" EAST ALONG THE WEST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 598.48 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°03'45" EAST ALONG SAID WEST LINE, 1284.42 FEET TO THE SOUTHWEST CORNER OF PARCEL '2017-136' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16614, PAGE 279; THENCE NORTH 89°47'44" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL '2017-136', A DISTANCE OF 33.00 FEET; THENCE NORTH 48°33'17" EAST ALONG SAID SOUTHERLY LINE, 39.68 FEET; THENCE NORTH 07°31'21" EAST ALONG SAID SOUTHERLY LINE, 74.40 FEET; THENCE SOUTH 87°08'05" EAST ALONG SAID SOUTHERLY LINE, 60.95 FEET; THENCE NORTH 40°47'03" EAST ALONG SAID SOUTHERLY LINE, 166.11 FEET; THENCE NORTH 56°56'52" EAST ALONG SAID SOUTHERLY LINE, 200.24 FEET; THENCE SOUTH 77°12'48" EAST ALONG SAID SOUTHERLY LINE, 227.24 FEET; THENCE NORTH 39°08'12" EAST ALONG SAID SOUTHERLY LINE, 51.54 FEET; THENCE SOUTH 59°00'26" EAST ALONG SAID SOUTHERLY LINE, 106.67 FEET; THENCE NORTH 33°33'37" EAST ALONG SAID SOUTHERLY LINE, 49.88 FEET; THENCE SOUTH 67°05'29" EAST ALONG SAID SOUTHERLY LINE, 51.54 FEET; THENCE NORTH 78°28'30" EAST ALONG SAID SOUTHERLY LINE, 285.32 FEET; THENCE SOUTH 74°55'20" EAST ALONG SAID SOUTHERLY LINE, 42.39 FEET; THENCE NORTH 66°14'29" EAST ALONG SAID SOUTHERLY LINE, 48.74 FEET; THENCE NORTH 86°32'25" EAST ALONG SAID SOUTHERLY LINE, 105.73 FEET; THENCE SOUTH 83°10'17" EAST ALONG SAID SOUTHERLY LINE, 157.40 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°09'41" EAST ALONG SAID EAST LINE, 1811.03 FEET; THENCE SOUTH 89°45'34" WEST, 588.90 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 127.18 FEET, WHOSE ARC LENGTH IS 30.31 FEET AND WHOSE CHORD BEARS NORTH 75°32'13" WEST, 30.23 FEET; THENCE NORTH 68°42'38" WEST, 70.98 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 129.77 FEET AND WHOSE CHORD BEARS NORTH 79°19'56" WEST, 129.03 FEET; THENCE NORTH 89°57'14" WEST, 161.91 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.49 FEET AND WHOSE CHORD BEARS NORTH 72°14'01" WEST, 213.06 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.47 FEET AND WHOSE CHORD BEARS NORTH 72°13'55" WEST, 213.04 FEET; THENCE NORTH 89°56'15" WEST, 84.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 56.83 ACRES (2,475,581 SQUARE FEET).



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4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:
TECH:

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

HOPE TIMBER
PUD REZONING MAP

1 / 2

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ADJACENT OWNERSHIP

	Area (ac.)	Area (%)	CONSENTING
1. ELLIS LORRAINE 23831 Y AVE GRIMES, IA 50111	5.25	12.08%	
2. ELLIS LORRAINE 23831 Y AVE GRIMES, IA 50111	4.99	11.49%	
3. CITY OF GRIMES 1808 NW 8TH ST GRIMES, IA 50111	3.36	7.74%	
4. ROBERT FRENCH 1812 NW 8TH ST GRIMES, IA 50111	0.13	0.29%	
5. KATELYNN COX 1808 NW 8TH ST GRIMES, IA 50111	0.18	0.41%	
6. CHRISTIAN M GRIESER 1804 NW 8TH ST GRIMES, IA 50111	0.24	0.56%	
7. AARON WEIBERG 1800 NW 8TH ST GRIMES, IA 50111	0.24	0.56%	
8. MALLORY ASBE 1712 NW 8TH ST GRIMES, IA 50111	0.24	0.56%	
9. ABBY PENNER 1708 NW 8TH ST GRIMES, IA 50111	0.24	0.56%	
10. EMILY KNOKE 1704 NW 8TH ST GRIMES,IA 50111	0.24	0.56%	
11. KYLE T REED 1700 NW 8TH ST GRIMES, IA 50111	0.28	0.64%	
12. JEFFREY J SANDMANN 1612 NW 8TH ST GRIMES, IA 50111	0.28	0.64%	
13. AMANDA J MARTIN 1608 NW 8TH ST GRIMES, IA 50111	0.24	0.55%	
14. JILL SUMP 1604 SW 8TH ST GRIMES, IA 50111	0.24	0.56%	
15. ANTHONY TU 1600 NW 8TH ST GRIMES, IA 50111	0.24	0.56%	
16. CYNTHIA K DOBBS 1512 NW 89TH ST GRIMES, IA 50111	0.24	0.56%	
17. CHELSEA STEFFEN 1508 NW 8TH ST GRIMES, IA 50111	0.24	0.56%	
18. CHELSIE OLBERDING 1504 NW 8TH ST GRIMES, IA 50111	0.24	0.56%	
19. CALEB B WALTER 1500 NW 8TH ST GRIMES, IA 50111	0.24	0.55%	
20. CITY OF GRIMES	0.82	1.88%	
21. PHILLIP W MAASS 1400 NW 8TH ST GRIMES, IA 50111	0.24	0.55%	
22. CAROL WARMBIER 1312 NW 8TH ST GRIMES, IA 50111	0.24	0.56%	
23. CINDY J ROBISON 1308 NW 8TH ST GRIMES, IA 50111	0.22	0.50%	
24. NICOLE SMITH 1304 NW 8TH ST GRIMES, IA 50111	0.05	0.12%	
25. ELINOR D WEISS 1305 NW 7TH CT GRIMES, IA 50111	0.01	0.03%	
26. ERVIN K PETERSON 1309 NW 7TH CT GRIMES, IA 50111	0.33	0.77%	
27. CURTIS J BEHNKENDORF 1313 NW 7TH CT GRIMES, IA 50111	0.53	1.22%	
28. KURT FREITAS 1317 NW 7TH CT GRIMES, IA 50111	0.34	0.77%	
29. JOHN D TODD 1312 NW 7TH CT GRIMES, IA 50111	0.44	1.01%	
30. BRETT & CHRISTINE DRAPER TRUST 1308 NW 7TH CT GRIMES, IA 50111	0.38	0.86%	
31. ALISSA SWARTS 1304 NW 7TH CT GRIMES, IA 50111	0.16	0.36%	
32. J B BENNETT 1317 NW 5TH ST GRIMES, IA 50111	0.24	0.55%	
33. EMINA MEHANOVIC 1313 NW 5TH ST GRIMES, IA 50111	0.22	0.50%	
34. TERESA M HELMS 1309 NW 5TH ST GRIMES, IA 50111	0.22	0.50%	
35. GINA P DOUD 1305 NW 5TH ST GRIMES, IA 50111	0.12	0.28%	
36. AMANDA K MISSAVAGE 412 NW BEECHWOOD DR GRIMES, IA 50111	0.30	0.69%	
37. DAVID S MAHIRWE 408 NW BEECHWOOD DR GRIMES, IA 50111	0.23	0.52%	
38. JULIE TINDALL 404 NW BEECHWOOD DR GRIMES, IA 50111	0.23	0.52%	
39. TARA KINDER 400 NW BEECHWOOD DR GRIMES, IA 50111	0.23	0.52%	
40. ANNE K TORVIK 316 NW BEECHWOOD DR GRIMES, IA 50111	0.23	0.52%	
41. JOHN R OOLMAN 312 NW BEECHWOOD DR GRIMES, IA 50111	0.23	0.52%	
42. BESIM MURATAGIC 308 NW BEECHWOOD DR GRIMES, IA 50111	0.23	0.52%	
43. DESTINY HOMES LLC 304 NW BEECHWOOD DR GRIMES, IA 50111	0.24	0.56%	
44. KENDRA D ZIEMKE 300 NW BEECHWOOD DR GRIMES, IA 50111	0.29	0.67%	
45. HANNAH MENDIAS 1312 NW 3RD ST GRIMES, IA 50111	0.42	0.97%	
46. ABIGAIL D ZEKA BYNUM 1308 NW 3RD ST GRIMES, IA 50111	0.21	0.48%	
47. STEPHANIE D ALCORN 1304 NW 3RD ST GRIMES, IA 50111	0.05	0.11%	
48. AMANDAD RENEE BLACKMAN 301 NW BEECHWOOD DR GRIMES, IA 50111	0.22	0.51%	
49. CHRISTINE K WERNER 305 NW BEECHWOOD DR GRIMES, IA 50111	0.18	0.42%	
50. GAIL GEORGOU 309 NW BEECHWOOD DR GRIMES, IA 50111	0.26	0.59%	
51. JASMINA SABIC 405 NW BEECHWOOD DR GRIMES, IA 50111	0.26	0.59%	
52. AUSTIN M WHITE 409 NW BEECHWOOD DR GRIMES, IA 50111	0.18	0.42%	
53. MICHELLE THERESA MELROY 413 NW BEECHWOOD DR GRIMES, IA 50111	0.22	0.51%	
54. AUTUM PARK TOWNHOMES OWNER ASSOCIATION INCE 1300 50TH ST STE 105 WEST DES MOINES, IA 50266	6.97	16.06%	
55. BRANDON D ROPP 1309 NW 80TH ST GRIMES, IA 50111	0.01	0.01%	
56. MATTHEW RIGGINS 1313 NW 8TH ST GRIMES, IA 50111	0.06	0.14%	
57. PATRICK RYAN CHECKETTS 1401 NW 8TH ST GRIMES, IA 50111	0.09	0.22%	
58. DALLAS S BOISEN 1405 NW 8TH ST GRIMES, IA 50111	0.12	0.29%	
59. MARY J MCLAUGHLIN 1409 NW 8TH ST GRIMES, IA 50111	0.12	0.29%	
60. CLAYTON FRITZ 1413 NW 8TH ST GRIMES, IA 50111	0.13	0.29%	
61. ASHLEY FOGT 1501 NW 8TH ST GRIMES, IA 50111	0.12	0.28%	
62. CAROL DESANTIS 1505 NW 8TH ST GRIMES, IA 50111	0.11	0.26%	
63. ANDREW STEMPER 1509 NW 8TH ST GRIMES, IA 50111	0.10	0.23%	
64. BENJAMIN MALLOY 1513 NW 8TH ST GRIMES, IA 50111	0.08	0.18%	
65. SEAN HERGENRADER 1601 NW 8TH ST GRIMES, IA 50111	0.05	0.12%	
66. JONATHAN M LOCHMAN 1605 NW 8TH ST GRIMES, IA 50111	0.04	0.09%	
67. GREGORY RAMSEY 1609 NW 8TH ST GRIMES, IA 50111	0.12	0.26%	
68. JAMES CORDER 1701 NW 8TH ST GRIMES, IA 50111	0.33	0.76%	
69. MEGAN E KORTE 1705 NW 8TH ST GRIMES, IA 50111	0.08	0.17%	
70. TYLER HARDENBROOK 1709 NW 8TH ST GRIMES, IA 50111	0.08	0.19%	
71. RENATA MURILLO 1713 NW 8TH ST GRIMES, IA 50111	0.09	0.20%	
72. ERIN BRAMBLE 1801 NW 8TH ST GRIMES, IA 50111	0.07	0.15%	
73. MEGAN E BLUE 1805 NW 8TH ST GRIMES, IA 50111	0.01	0.03%	
74. HOPE TIMBER LLC 4500 WESTOWN PKWY STE 227 WEST DES MOINES, IA	8.41	19.37%	19.37%
75. GRIMES LOTS LLC 2400 86TH ST STE 24 URBANDALE, IA 50322-4306	0.12	0.28%	19.37%
TOTAL:	43.41	100.00%	19.37%

REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'X', NORTH POINTE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF GRIMES; THENCE SOUTH 89°49'33 EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 763.49 FEET; THENCE SOUTH 00°20'06" WEST, 87.38 FEET; THENCE SOUTH 89°39'54" EAST, 179.05 FEET; THENCE SOUTH 00°20'06" WEST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 71.79 FEET; THENCE SOUTH 00°20'06" WEST, 120.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG SAID SOUTH LINE, 825.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE GRIMES BOULEVARD; THENCE NORTH 01°38'20" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 1325.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.42 ACRES (1,194,434 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: | TECH:

REVISIONS | DATE
1 | 02/14/2023

CIVIL DESIGN ADVANTAGE

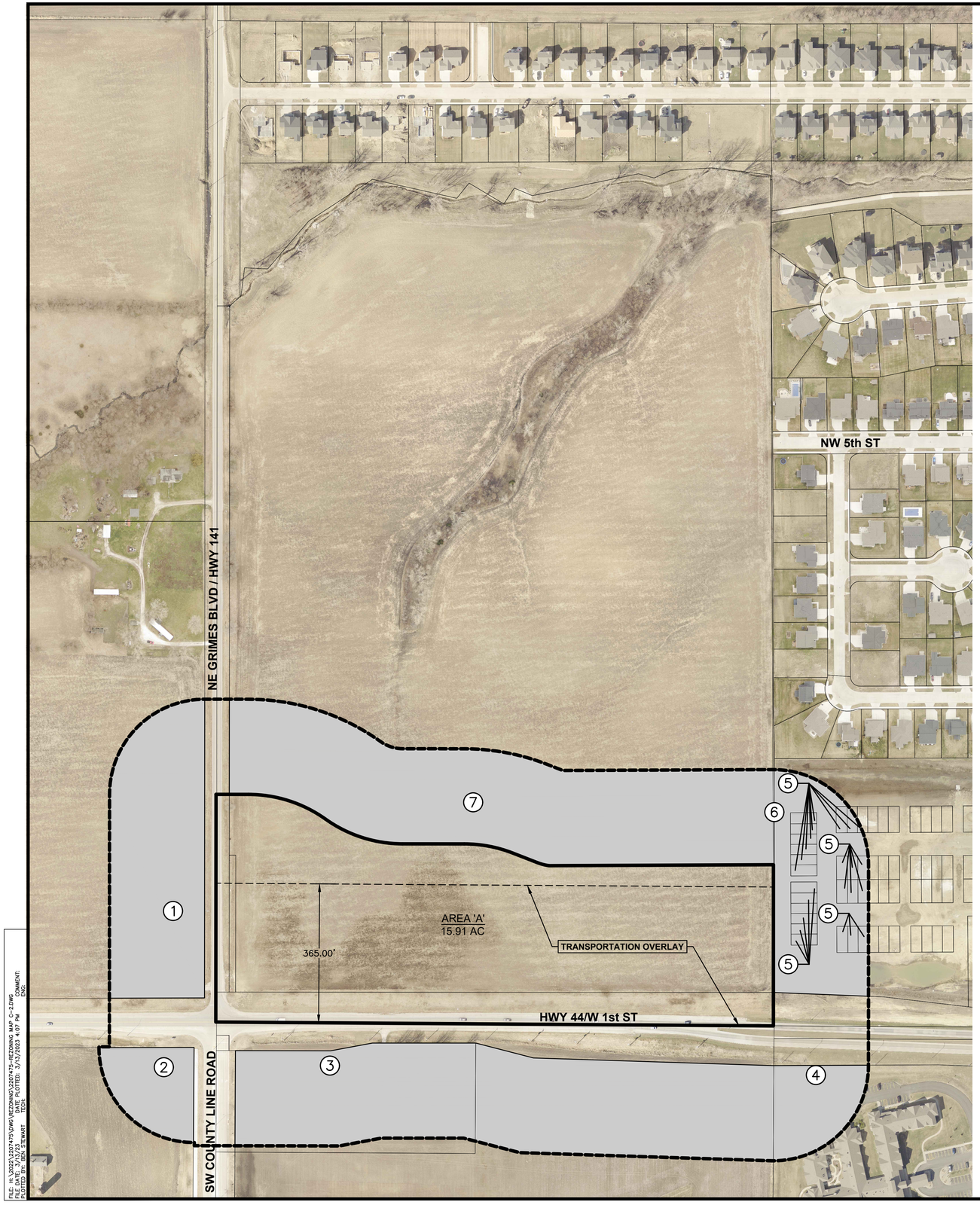
GRIMES, IOWA

HOPE TIMBER
PUD REZONING MAP

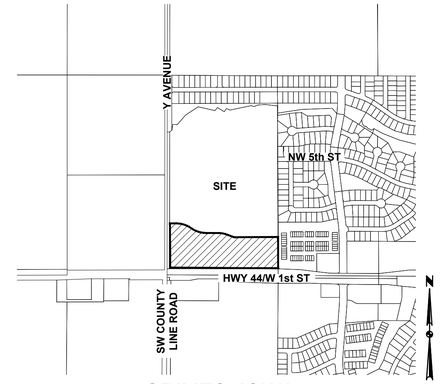
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PLOTTED: 2/13/2023 8:54 AM ENG:
PLOTTED BY: BEA STEWART TECH:



VICINITY MAP



GRIMES, IOWA

OWNER/APPLICANT:

HOPE TIMBER, LLC
CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50265
PH: (515) 381-3925
EMAIL: ARASH.RAZIZADEH@EPCMFG.COM

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
CONTACT: JOSH TRYGSTAD
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL. JOSHT@CDA-ENG.COM

ZONING:

EXISTING:	A-1 (AGRICULTURE DISTRICT)
PROPOSED:	C-2 (COMMERCIAL) LOCATED WITHIN TRANSPORTATION OVERLAY

BULK REGULATIONS:

MINIMUM LOT AREA	= NONE
MINIMUM LOT WIDTH	= NONE
SETBACKS:	
FRONT YARD	= 25 FT
REAR YARD	= 25 FT
SIDE YARD	= NONE
MAX BUILDING HEIGHT	= 45 FT

REZONING DESCRIPTION

A PART OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°03'45" EAST ALONG THE WEST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 598.48 FEET; THENCE SOUTH 89°56'15" EAST, 84.96 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.47 FEET AND WHOSE CHORD BEARS SOUTH 72°13'55" EAST, 213.04 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 216.49 FEET AND WHOSE CHORD BEARS SOUTH 72°14'01" EAST, 213.06 FEET; THENCE SOUTH 89°57'14" EAST, 161.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 129.77 FEET AND WHOSE CHORD BEARS SOUTH 79°19'56" EAST, 129.03 FEET; THENCE SOUTH 68°42'38" EAST, 70.98 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 127.18 FEET, WHOSE ARC LENGTH IS 30.31 FEET AND WHOSE CHORD BEARS SOUTH 75°32'13" EAST, 30.23 FEET; THENCE NORTH 89°45'34" EAST, 588.90 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°09'41" EAST ALONG SAID EAST LINE, 423.49 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 89°36'34" WEST ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER, 1465.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.90 ACRES (692,670 SQUARE FEET).

N

SCALE
0' 75' 150' 300'

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TECH: COMMENT:
ENG:

CDA

REVISIONS	DATE
1	02/14/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: TECH:

CDA CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

HOPE TIMBER
C-2 REZONING MAP

1/2

2207.475

CDA

ADJACENT OWNERSHIP

	Area (ac.)	Area (%)	CONSENTING
1. LORRAINE E ELLIS 23831 Y AVE GRIMES, IA 50111	4.20	16.03%	
2. HOPE K FARMS LLC 1548 S 45TH ST WEST DES MOINES, IA 50265	1.12	4.27%	4.27%
3. CHEREEN L BRODERICK 14172 NW 70TH AVE GRIMES, IA 50111	8.15	31.11%	
4. CCRC OF GRIMES LLC 200 SW BROOKSIDE DR GRIMES, IA 50111	1.12	4.27%	
5. AUTUM PARK OF GRIMES LLC 1300 50TH ST STE 105 WEST DES MOINES, IA 50266	3.08	11.76%	
6. GRIMES LOTS LLC 2400 86TH ST STE 24 URBANDALE, IA 50322-4306	0.12	0.46%	
7. HOPE TIMBER LLC 4500 WESTOWN PKWY STE 227 WEST DES MOINES, IA	8.41	32.10%	32.10%
TOTAL:	26.20	100.00%	36.37%

REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'X', NORTH POINTE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF GRIMES; THENCE SOUTH 89°49'33 EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 763.49 FEET; THENCE SOUTH 00°20'06" WEST, 87.38 FEET; THENCE SOUTH 89°39'54" EAST, 179.05 FEET; THENCE SOUTH 00°20'06" WEST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 71.79 FEET; THENCE SOUTH 00°20'06" WEST, 120.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG SAID SOUTH LINE, 825.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE GRIMES BOULEVARD; THENCE NORTH 01°38'20" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 1325.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.42 ACRES (1,194,434 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FILE: H:\2022\2207475\DWG\REZONING\2207475-REZONING MAP C-2.DWG
REF: XREF: XXXX
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REVISIONS	DATE
1	02/14/2023

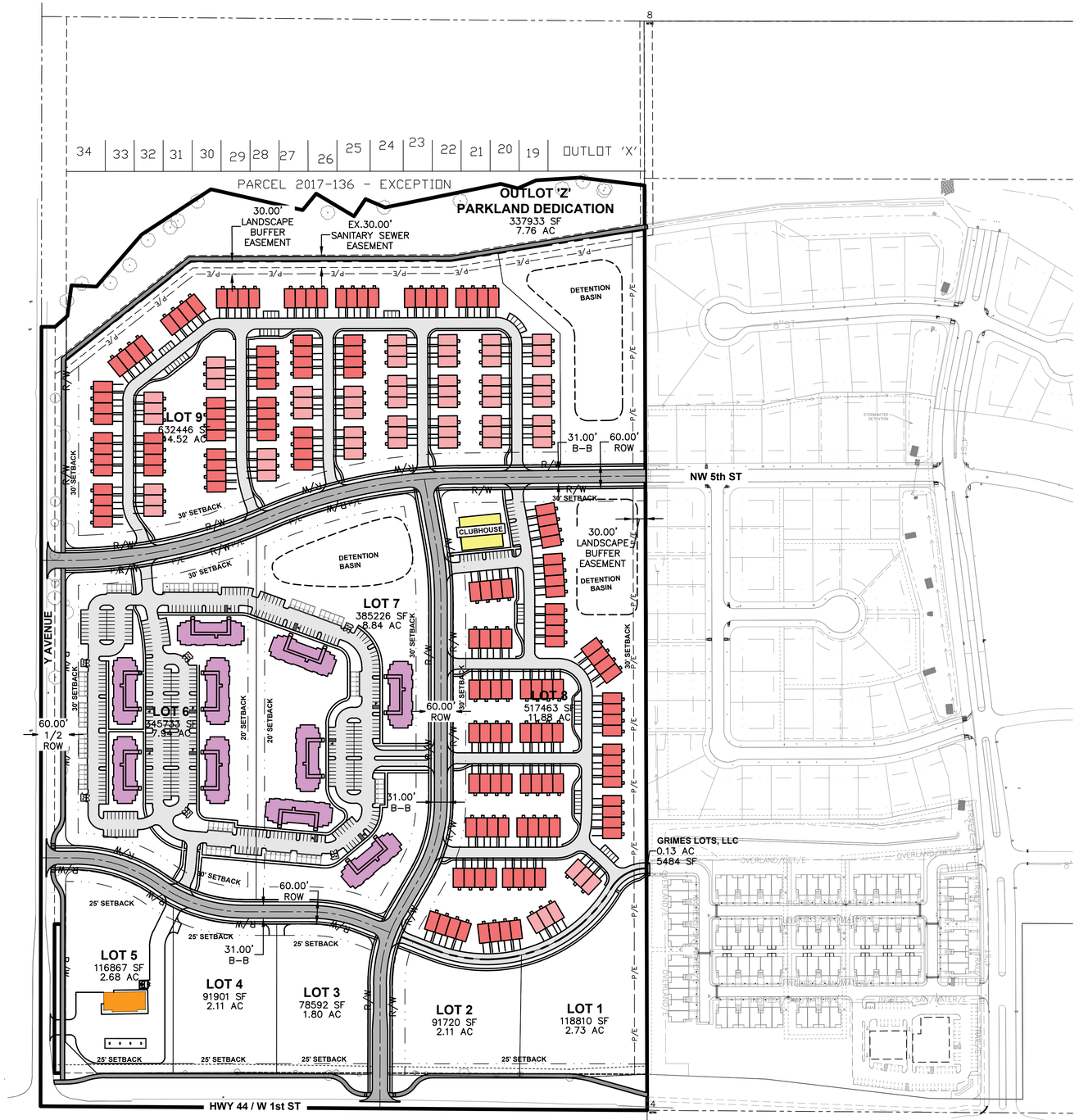
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: | TECH:

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

HOPE TIMBER
C-2 REZONING MAP

NOTE: THE PROOF OF CONCEPT IS SHOWN FOR REFERENCE PURPOSES ONLY. THE FINAL DESIGN IS SUBJECT TO CHANGE AND WILL REQUIRE A SEPARATE CONSTRUCTION DRAWING APPROVAL



ZONING

EXISTING: A–1 – AGRICULTURE DISTRICT

PROPOSED: PUD – HIGH DENSITY RESIDENTIAL DISTRICT
PUD – MEDIUM DENSITY RESIDENTIAL DISTRICT
C–2 – COMMERCIAL (WITHIN TRANSPORTATION OVERLAY)

DEVELOPMENT SUMMARY

PUD DISTRICT (MEDIUM DENSITY RESIDENTIAL) AREA: 26.4 ACRES
BULK REGULATIONS:

- MINIMUM LOT AREA: 80,000
- MINIMUM LOT WIDTH: 200 FT

SETBACKS:
- FRONT: 30 FT
- REAR: 30 FT
- SIDE: (2–3 STORIES) 15 FT EACH SIDE / 30 FEET TOTAL

- MAX BUILDING HEIGHT 40 FT
- 8 FT MIN. BUILDING SEPARATION
- MAX DENSITY: 12 UNITS / ACRE

UNITS: 232 UNITS
UNITS / ACRE: 8.8 UNITS / ACRE

PUD DISTRICT (HIGH DENSITY RESIDENTIAL) AREA: 16.8 ACRES

BULK REGULATIONS:

- MINIMUM LOT AREA: 80,000
- MINIMUM LOT WIDTH: 200 FT

SETBACKS:
- FRONT: 30 FT
- REAR: 30 FT
- SIDE: (2–3 STORIES) 20 FT EACH SIDE / 40 FEET TOTAL

- MAX BUILDING HEIGHT: 50 FT
- BUILDING SEPARATION: 16 FT
- MAX DENSITY: 18 UNITS / ACRE

UNITS: 300 UNITS
UNITS / ACRE: 17.8 UNITS / ACRE

TOTAL UNITS: 532 UNITS

C–2 AREA: 11.4 ACRES

BULK REGULATIONS (GENERAL HIGHWAY SERVICE COMMERCIAL DISTRICT):

- MINIMUM LOT AREA: NONE FOR NON–RESIDENTIAL USE
- MINIMUM LOT WIDTH: NONE FOR NON–RESIDENTIAL USE

SETBACKS:
- FRONT: 25 FT
- REAR: 25 FT
- SIDE: NONE, 25 FEET WHEN BORDERING "R" DISTRICT

- MAX BUILDING HEIGHT 45 FT
- MAXIMUM BUILDING HEIGHT OF 3 STORIES
- MINIMUM OPEN SPACE OF 10%

PARKING SUMMARY

PUD DISTRICT – MEDIUM DENSITY RESIDENTIAL

REQUIREMENTS
SPACES PER UNIT = 2 SPACES
VISITOR SPACES = 1 PER 5 UNITS
CLUBHOUSE (CIVIC USE) = 3 SPACES PER 1,000 SF

REQUIRED
232 UNITS = 232 x 2
= 464 SPACES

CLUBHOUSE (CIVIC USE) = 3 x (8,000/1,000)
= 24 SPACES

VISITOR SPACES = 232/5
= 47 VISITOR SPACES

TOTAL REQUIRED: = 232 DRIVEWAY SPACES
= 24 CLUBHOUSE SPACES
= 47 VISITOR SPACES

PROVIDED
DRIVEWAY PARKING = 464 SPACES

CLUBHOUSE PARKING = 24 SPACES

VISITOR PARKING = 51 SPACES

PUD DISTRICT – HIGH DENSITY RESIDENTIAL

REQUIREMENTS
SPACES PER UNIT = 1.5 SPACES

GARAGE SPACES = 1 GARAGE FOR 25% OF UNITS

REQUIRED
TOTAL REQUIRED:
300 UNITS = 300 x 1.5
= 450 SPACES

GARAGE SPACES:
300 UNITS = 300 x 0.25
= 75 SPACES

OUTDOOR SPACES:
OUTDOOR SPACES = 450 – 75
= 375 OUTDOOR SPACES

PROVIDED = 481 SPACES
(75 GARAGE SPACES)
(406 OUTDOOR SPACES)

N

SCALE
0' 60 150' 300'

REVISIONS	DATE
FIRST SUBMITTAL	02/24/2023
SECOND SUBMITTAL	03/17/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: TECH:

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

HOPE TIMBER
CONCEPT

1/1
2207.475

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XREF: XWG 2207475 SITE ROTTEL 3/7/2023 2:36 PM
PLOTTED BY: LUCAS MCCARTY TECH:
COMMENT:
ENG:

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM:
Ordinance 780 – An Ordinance Amending Grimes Code of Ordinances Chapter 12-15 Off-Street Parking, Circulation, and Loading Requirements

BACKGROUND:
Staff has developed a proposed amendment to the Zoning Ordinance related to Off-Street Parking, Circulation, and Loading regulations. The purpose of the amendment is to clarify and clean up some of the parking calculations. Since the parking regulations were re-written in 2020, staff has had some time to work with the regulations and has determined that a few of the parking calculations do not reflect real-world parking needs or were not easy to calculate. Staff has revised the parking calculations for uses such as childcare facilities, hotels, multi-family and flex warehouse.

Below is an outline of the proposed draft amendment and changes that have been made since 2020. A redline copy has been provided for your reference.

PROPOSED PARKING, CIRCULATION, AND LOADING AMENDMENT:

Minimum Parking Requirements

The following calculations have been revised to reflect real-world parking needs and to simplify the calculations for the development community and City staff.

	Existing Calculation	**Proposed Calculation**
Child care facility	1 space per employee for the maximum staffing period, plus 1 parking or loading space for every 6 children.	3 spaces per 1,000 square feet gross floor area.
Commercial school or studio	1 space per 2 employees, plus 1 per 5 students.	2.25 spaces per 1,000 square feet gross floor area.
Flexible space (retail/office)	6 spaces per 1,000 square feet of gross building area.	6 spaces per 1,000 square feet of gross building area. A maximum of 40% of the building shall be devoted to restaurant uses.
Flexible space (industrial/warehouse)	2.5 spaces per 1000 square feet of gross floor area	2 spaces per 1000 square feet of gross floor area. Parking may be phased and constructed upon actual tenant occupancy.

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

Hotel, motel, lodging	1.25 spaces per room	1 space per guest room, plus 10 spaces for hotels without accessory uses. 1.25 spaces per guest room for hotels with accessory uses.
Multi-family	2 spaces per unit, plus 1 visitor space per 5 units. 25% of the required spaces shall be enclosed.	1.5 spaces for each efficiency unit, 1.75 spaces for each 1- and 2-bedroom unit, and two spaces for each unit with 3 or more bedrooms. 25% of the units shall provide enclosed parking spaces
Veterinary clinic, kennel, pet daycare	1.5 spaces per exam room, plus 1 space per 6 animal capacity	2 spaces per 1,000 square feet of gross floor area

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Recommendation of Approval - Planning and Zoning Commission, 04/05/2023

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance 780

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

ORDINANCE 780

AN ORDINANCE AMENDING GRIMES CODE OF ORDINANCES CHAPTER 12-15 OFF-STREET PARKING, CIRCULATION, AND LOADING REQUIREMENTS

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Chapter 12-15 which defines the requirements for off street parking, circulation and loading requirements.

SECTION 2. Amendment. The Grimes Code of Ordinance Chapter 12-15 is amended.

See attached Exhibit A

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this___day of _____and approved on this___ day of ____, 2023.

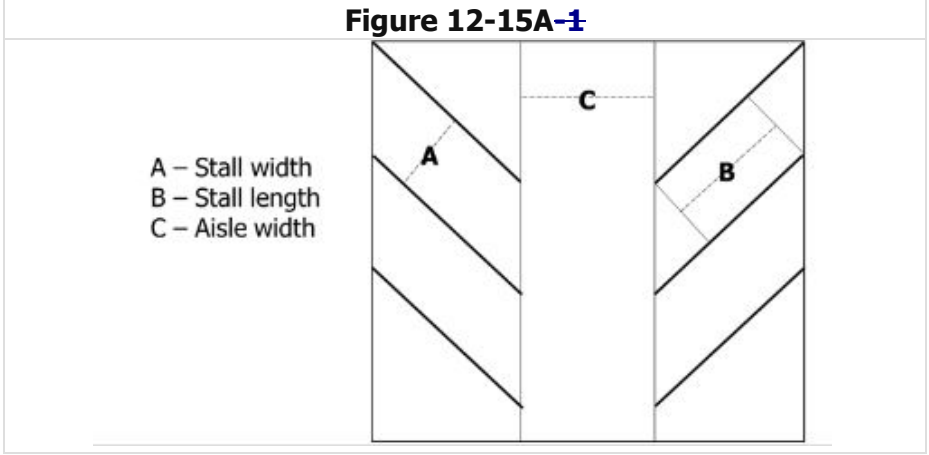
_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

12-15-4 Off-Street Parking and Circulation Regulations:

1. OFF-STREET PARKING AND CIRCULATION REQUIRED
   A. Every parcel of land hereafter used as a public or private parking area, including commercial parking lots, shall be developed and maintained in accordance with the following requirements.
2. OFF-STREET PARKING AND CIRCULATION GENERAL PROVISIONS
   A. Raised PCC curbing shall be installed and maintained along the entire perimeter of all parking, storage and display areas, except for single-family attached and detached dwellings.
   B. Required off-street parking facilities shall be primarily for the parking of operable private passenger automobiles of occupants, patrons, or employees of the principal use served. Required parking spaces shall not be used for the commercial sale, display, rental, or repair of other motor vehicles, unless that is the principal use of the site. Parking areas shall not be used for storage.
   C. Any lighting used to illuminate off-street parking areas shall be arranged and oriented to direct the light away from adjoining premises in any "R" District. This can be accommodated by the use of downcast fixtures and shields.
   D. Surface parking lots shall conform to the landscaping, screening, and lighting requirements set forth in the Zoning Regulations.
   E. All parking spaces, except parking spaces for single-family attached and detached dwellings, shall be striped in accordance with the approved site plan. The striping is to remain maintained in a clear and visible manner.
   F. Off-street parking facilities, including, but not limited to, parking lots, loading zones, and residential driveways shall accommodate the maneuvering and circulation of all vehicles on site, so as not to impair the movement of vehicles on public streets. Except single-family and two-family dwellings, townhomes, or properties within the Governors District, there shall be no backing of any vehicle from an off-street parking space into a public street or alley.
   G. All required off-street parking and circulation areas shall be surfaced with an asphaltic or Portland cement binder pavement or similar surface, so as to provide a durable and dustless surface. ~~They~~Off-street parking and circulation areas shall be graded and drained to dispose of all surface water accumulation within the area, and shall be arranged and marked to provide for orderly and safe loading or unloading and parking of self-propelled vehicles.
   H. No off-street parking and circulation areas shall be located upon a property unless an approved principal use is also located upon the property.
3. OFF-STREET PARKING AND CIRCULATION DIMENSIONS
   A. Off-Street Parking Dimensions:
      1. Parking spaces shall have a dimension of not less than nine (9) feet in width, and eighteen (18) feet in length. Parking stall length shall be measured from the edge of pavement to the top of the stall on the same angle as the striping. The width of the stalls shall be measured from the center of a stripe to the center of the next stripe and taken perpendicular to the stripes.

Figure 12-15A~~-1~~



2. Angled parking stalls shall be measured as demonstrated in Figure 12-15A.
3. The length of parking stalls may be reduced to sixteen and one half (16 ½) feet, if an additional one and one-half (1 ½) feet is provided for the overhang of vehicles.
4. Any parking space parallel to a wall or other solid barrier shall be widened by an additional two (2) feet.
5. All parking spaces abutting a sidewalk shall have a minimum sidewalk width of six (6) feet. The sidewalk shall be widened by at least one and one-half (1 ½) feet if parking stall depth has been reduced to sixteen and one-half (16 ½) feet. When the front of a parking space abuts open space within the perimeter of the parking lot, the minimum width of the open space shall be five (5) feet.

B. Off-Street Parking and Driveway Setbacks:
1. No part of any parking space or driveway shall be closer than ten (10) feet to any established street right-of-way line unless such parking space is within a single-family or two-family residential driveway.
2. No part of any parking space or driveway shall be closer than five (5) feet to any established side or rear yard property line.
3. No part of any parking space or driveway shall be closer than five (5) feet to any existing or planned public trail or sidewalk.
4. In the event that a parking lot adjoins an "R" District, it shall be set back at least twenty (20) feet from the "R" District boundary and shall be effectively landscaped and screen planted in accordance with the Zoning Ordinance.

C. Off-Street Driveway Dimensions:
1. Except for single-family detached or attached dwellings, the minimum width of a one-way driveway shall be sixteen (16) feet. The minimum width of a two-way driveway shall be twenty-four (24) feet.
2. ~~Where a parking lot does not abut on a public or private parking street, alley or easement of access, there shall be provided an access drive not less than ten (10) feet in width in the case of a dwelling, and not less than sixteen (16) feet in width in all other cases leading to the loading or unloading spaces and parking or storage areas. However, such easement of access or access drive shall not be located in any residential district, except where serving a permitted use in a residential district.~~
3. All driveways used for the purpose of queuing in relation with a drive-through facility shall be a minimum of twelve (12) feet in width.

4. OFF-STREET PARKING SPACE MINIMUM REQUIREMENTS

A. In all districts, unless otherwise noted herein, space for parking of vehicles shall be provided in accordance with the following schedule. Fractional space requirements shall be rounded up to the next whole space.

Off-Street Parking Spaces Required by Use	
Use	**Minimum Parking Spaces Required**
Assembly halls, auditoriums, dance halls, event space, theaters, stadiums, and arenas	One (1) space for each four (4) seats or twenty (20) spaces per one thousand (1,000) square feet if there are no fixed seats
Assisted living facility	One (1) space per eight (8) beds, plus one (1) space per three (3) employees, plus one (1) space for each resident staff member
Automobile sales	Two (2) spaces per one thousand (1,000) square feet of sales floor area. The off-street parking shall be in addition to automobile display areas.
Automobile service, repair	Four (4) spaces per service bay
Bank	Three (3) spaces per one thousand (1,000) square feet of gross floor area

Off-Street Parking Spaces Required by Use	
Use	**Minimum Parking Spaces Required**
Barber shop, beauty salon, spa	Four (4) spaces per one thousand (1,000) square feet of gross floor area
Business, professional office	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Bowling alley	Three (3) spaces for each lane. Additional uses require the appropriate parking ratios.
Carwash	One (1) space per staffed employee, plus three (3) queuing spaces per bay
Child care facility, daycare	~~One~~Three (3~~1~~) spaces per ~~employee for the maximum staffing period, plus one (1) parking or loading space for every six (6) children~~ one thousand (1,000) square feet of gross floor area
Church, house of worship	One (1) space per three (3) seats in the auditorium including balconies
Civic uses	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Commercial entertainment	One (1) space per one thousand (1,000) square feet of outdoor entertainment area and building area combined
Commercial school or studio	~~One (1) space per two (2) employees, plus one (1) space per five (5) students~~ Two and one-quarter (2.25) spaces per one thousand (1,000) square feet of gross floor area, plus one (1) space per four (4) seats in the auditorium. ~~In no case shall there be less than five (5) spaces.~~
Drive-thru (non-food related uses)	Three (3) queuing spaces before the pick-up window
Drive-thru (food related uses)	Five (5) queuing spaces before the pick-up window
Fitness center, health club	Two and one-quarter (2.25) spaces per one thousand (1,000) square feet of gross floor area
Flexible space (retail/office)	Six (6) spaces per one thousand (1,000) square feet of gross building area. A maximum of forty percent (40%) of the building shall be devoted to restaurant uses.
Flexible space (industrial/warehouse)	Two ~~and one-half~~ (2.~~5~~) spaces per one thousand (1,000) square feet gross floor area. Parking may be phased and constructed upon actual tenant occupancy.
Funeral homes, mortuary	One (1) space for each four (4) seats in the principal auditorium or ten (10) spaces per one thousand (1,000) square feet gross floor area if there are no fixed seats. Hearse parking shall be enclosed within the building or screened on all sides with opaque fencing or wall.
Gas station	Three (3) spaces per one thousand (1,000) square feet of gross floor area. A maximum of fifty percent (50%) of the pump parking spaces ~~can~~ may count toward the required parking.
Home improvement store (over 100,000 square feet)	Two (2) spaces per one thousand (1,000) square feet gross floor area
Hospital	One and one-half (1.5) spaces for each one (1) bed

Off-Street Parking Spaces Required by Use	
Use	Minimum Parking Spaces Required
Hotel, motel, lodging	One (1) spaces per guest room plus ten (10) spaces for hotels without accessory uses. One and one quarter (1.25) spaces per guest room for hotels with accessory uses.
Independent living facility	One and one-quarter (1.25) spaces per unit, plus one (1) visitor spaces per five (5) units
Industrial, manufacturing plant	One (1) space for each three (3) employees on the maximum working shift, but in no case less than one (1) space for each one thousand (1,000) square feet of gross floor area
Medical or dental office	Three (3) spaces per one thousand (1,000) square feet of gross floor area
Multi-family	One and one-half (1.5) spaces for each efficiency unit, one and three-quarter (1.75) spaces for each 1 and 2 bedroom unit, and two (2) spaces for each unit with 3 or more bedrooms. ~~Two (2) spaces per unit, plus one (1) visitor space per five (5) units.~~ Twenty-five percent (25%) of the ~~required spaces~~ units shall provide ~~be~~ enclosed parking spaces.
Restaurant, tavern, bar	Ten (10) spaces per one thousand (1,000) square feet of gross floor area
Retail store, shops, super markets, etc.	Four (4) spaces per one thousand (1,000) square feet of gross floor area
School (elementary or middle school)	One (1) space per employee, plus one (1) space per four (4) seats in the auditorium or gymnasium
School (high school, college, university, vocational)	One (1) space per employee, plus one (1) space per four (4) students at capacity, plus one (1) space per four (4) seats in the auditorium or gymnasium
Self-storage, mini warehouse	Three (3) spaces per one thousand (1,000) square feet of gross floor area of the office. One (1) space per unit for internally accessed storage units.
Single-family detached and two-family	Two (2) spaces for each dwelling unit, exclusive of private garages
Single-family attached	Two (2) spaces for each dwelling unit, plus one (1) visitor space per five (5) dwelling units
Veterinary clinic, kennel, pet daycare	~~One and one-half (1.5) spaces per exam room, plus one (1) space per six (6) animal capacity~~ Two (2) spaces per one thousand (1,000) square feet of gross floor area.
Wholesale establishment, warehouse	One (1) space for each two (2) employees, but in no case less than one (1) space for each two thousand (2,000) square feet of gross floor area

B. Uses located within the Governors District are exempt from the minimum parking requirements, however are required to ensure practical parking provisions are provided.

C. In case the parking requirement of a building or use is not specifically mentioned herein, the parking space requirements for a use which is listed above and to which said use is similar, shall apply as determined by the Zoning Administrator. If no similar use is listed, the Zoning Administrator shall determine the parking space requirements based upon other available references or qualified sources of information to adequately determine parking demand.

D. Outdoor patron use areas or areas used for assembly shall be included in the gross floor area (GFA) for calculating parking requirements. Outdoor dining or drinking areas shall be included in the GFA for

bars, restaurants, and taverns when calculating parking requirements. Outdoor dining or drinking areas shall not be required to provide parking for the first three hundred (300) square feet of outdoor service area.

E. For a building where a single tenant has multiple uses, parking spaces shall be provided in accordance with the parking requirements of each use. An example of a mixed-use building is one containing a combination of both office and manufacturing uses. The area dedicated to each use ~~can~~ shall be calculated at its individual requirement~~., at the discretion of the community development director . The tenant may need to demonstrate that the parking can meet the more restrictive standard if the uses are changed.~~

F. If the use of a building is changed or expanded, the minimum number of required parking spaces for the use shall be provided onsite.

5. OFF-STREET PARKING MAXIMUM REQUIREMENTS

   A. Requests to exceed the maximum surface parking requirement by more than twenty-five percent (25%) shall demonstrate need by providing a market analysis, estimated employee count, floor plans, or other similar materials. The request must also provide a projection of future demand, and consideration and evaluation of alternative parking management practices (e.g., shared parking, shuttle, valet, etc.).

   B. In no case shall the additional parking over twenty-five percent (25%) of the minimum required be provided without providing additional open space within the site, equal to or greater than the area of parking and adjoining circulation area in excess of the minimum required. This additional open space shall be in addition to the minimum open space required for the site. Additionally, the City Council may conditionally approve the additional parking subject to a phased construction schedule, ~~creative surfacing for overflow parking areas~~ or additional open space and/or landscaping.

6. OFF-STREET SHARED PARKING REQUIREMENTS

   A. The number of required parking spaces for uses with differing business hours that share a parking lot may be reduced by twenty-five percent (25%) of the total required for each use if it is determined by the Zoning Administrator that such reduction will not have a negative impact on the congestion or safety of the development or adjoining developments

7. OFF-STREET RESIDENTIAL PARKING REQUIREMENTS

   A. Off-street parking areas in residential districts shall be provided on the same lot with the principal use. Off-street parking may occupy any required yard. No required off-street loading areas shall be located in the required front yard in a residential district. This provision shall not prohibit parking on a driveway leading to a single- or two-family dwelling.

   B. Driveways for individual single-family residences shall not be located closer than two (2) feet from an adjoining residential lot line, unless such driveway is jointly used by adjoining property owners and a joint easement has been recorded with the county recorder.

8. OFF-STREET ADA PARKING REQUIREMENTS

   A. The owner, contractor, and developer shall comply with all federal, state and local laws regarding ~~handicapped~~ accessible parking including, but not limited to, Iowa Code Chapter 321L and the Americans with Disabilities Act.

   B. ~~Handicapped~~ Accessible parking spaces required by federal, state, and local laws shall count toward meeting the requirements of this chapter.

9. EXCEPTIONS

   A. Upon consultation by the City Engineer and recommendation of the Planning and Zoning Commission, a parking space does not have to be hard surfaced if it will be used for the storage of heavy equipment within M-2 and M-3 zoning districts, and in that case, it may be surfaced with recycled asphalt or other like material to provide a dustless surface area. All driveways or access areas leading to the storage area ~~must~~ shall be hard surfaced with an asphaltic surface or Portland cement. The alternate parking surface shall be limited to fifteen percent (15%) of the site but in no case more than one (1) acre in size and cannot be located within an overlay district. All heavy equipment storage shall be screened with landscaping and fencing.

CITY COUNCIL COMMUNICATION
Meeting Date: 04/25/2023

AGENDA ITEM:
Ordinance 781 – An Ordinance Amending the Hope Commercial Planned Unit Development

BACKGROUND:
As part of the PUD amendment, the development agreement will be amended to remove old code references, remove references to NE 5th Street extension, and to clarify development details regarding the Grimes Plex. 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. 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.

In addition, the developer has submitted a request to adjust the ratio of residential vs. commercial acreage within the mixed-use portion of the development. As a reminder, the mixed-use portion of the development is along the north side of the property, adjacent to NE Beaverbrooke Blvd. The developer is intending 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.

The current PUD requires 50% commercial acreage within the mixed-use area, while the proposed amendment would adjust the acreage ratio to require a minimum of 35% commercial acreage. 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. The developer has provided a revised PUD concept, conceptual elevations for the multi-family and townhome buildings, and provided market justification from their broker as supporting materials for the PUD amendment request.

The concept for the mixed-use area has been revised based on feedback from the Council at the March 28th meeting. Townhomes have been placed along NE Beaverbrooke Blvd to increase neighborhood feel and improve viewpoints from NE Beaverbrooke Blvd.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Recommendation of Approval – Planning and Zoning Commission – 04/05/2023

STAFF RECOMMENDATION:

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

Staff recommends approval of Ordinance 781

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

April 5, 2023

PROJECT NAME

Hope Commercial PUD Amendment

APPLICANT

Hope K Farms LC

REQUESTED ACTION

Amendment to the existing Hope Commercial PUD to revise the mixed-use area and to clean up details regarding the Grimes Plex

LOCATION

Generally located west of Highway 141 and south of NE Beaverbrooke Blvd

ZONING

Planned Unit Development (R-4)

PLANNER

Evann Martin

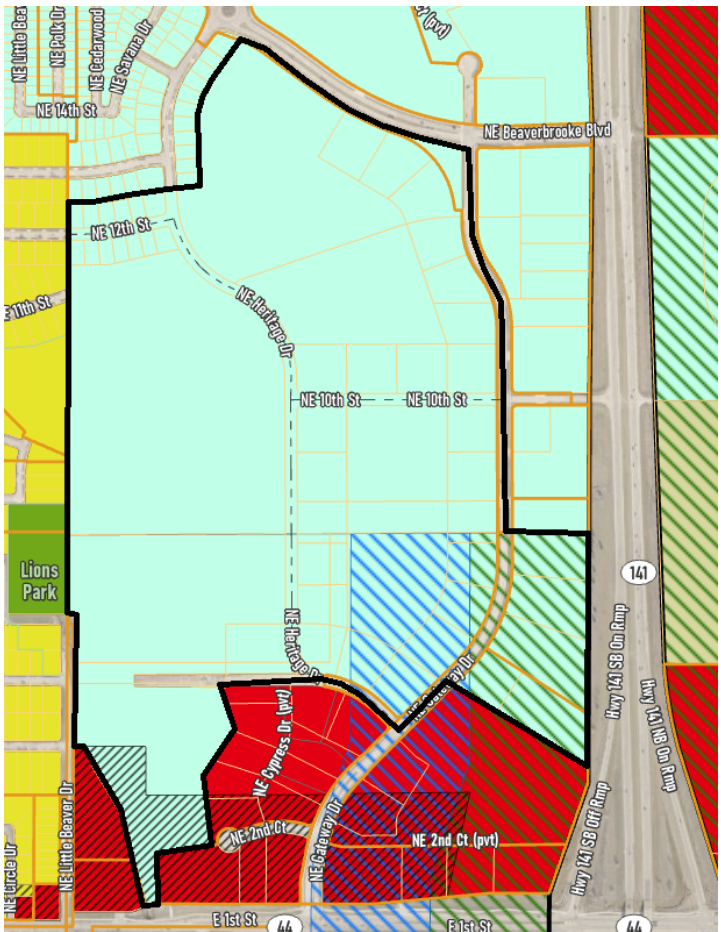
emartin@grimesiowa.gov

515-986-4050

Location Map



Zoning Map



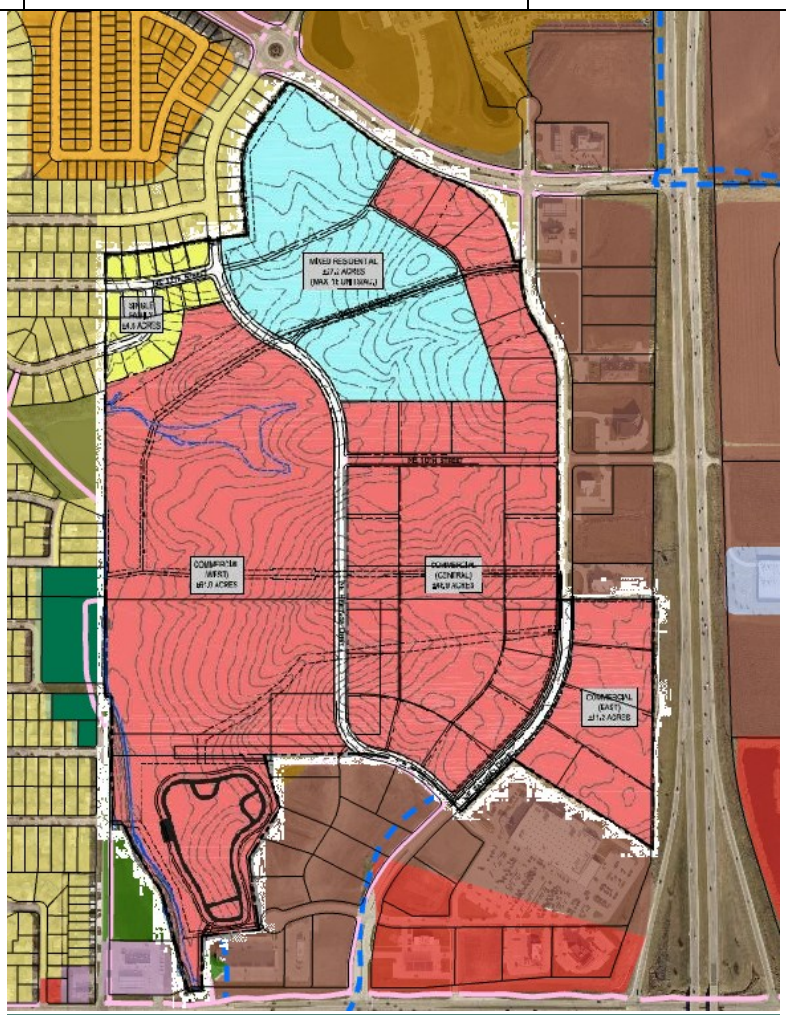
Relation to Comprehensive & Area Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Grimes Plex/Vacant	Single-Family/Commercial/Mixed-Use	R-4
North	Single-Family/Church	High Density Residential	R-4
South	Commercial/Vacant	Mixed-Use 1	R-4
East	Commercial/Vacant	Mixed Use 1	R-4
West	Single-Family	Low Density Residential	R-4

PARKS

The Parks and Trails Master Plan planned for a trail connection from NE Gateway Drive to the west to connect with the trail along Lions Park. The PUD amendment will plan for a trail on the north side of NE 12th Street which will align partially with the Master Plan. The trail will not continue west to connect to the Lions Park trail due to the Grimes Plex. However, trail is existing along NE Heritage Drive, around the basin, and down to E 1st Street which ultimately provides a connection to the Lion Park trail. Sidewalks along NE 12th Street and NE Park Street can also connect patrons to the trail along Lions Park.

Parkland dedication for the Hope Commercial PUD was satisfied with the large regional detention basin and surrounding trail. No additional parkland is required for the proposed PUD amendment.



Future Land Use Map

The PUD amendment proposes to incorporate Outlot T, which was previously dedicated to Hope K Farms. As proposed, the Mixed-Use area will increase by approximately 2.5 acres, and the Commercial area will decrease by 1.3 acres.

With the proposed changes, the PUD amendment will generally remain in conformance to the existing future land use plan,.

Relation to Studies & Legal

RELATION TO STUDIES

The City hired Snyder & Associates to complete a traffic study of the Hope Commercial District which identified several roadway improvements throughout the development. The City was able to incorporate some of the improvements into the construction drawings including turn lanes on NE 10th Street and NE Heritage Drive and planning multiple access locations for the Grimes Plex. Staff has started the design process for improvements to the NE Gateway and E 1st Street intersection as identified in the traffic study which includes widening Gateway at the intersection and providing additional turn lanes.

Staff has started working with Snyder & Associates regarding future improvements to the NE Gateway Drive and Beaverbrooke Blvd intersection. The improvements have not been determined at this time. However, right-of-way dedication may be required to complete the improvements. Staff will continue to work with Snyder and provide necessary information to the applicant as the project moves forward.

The increased residential acreage ratio will not increase the number of units or density permitted within the mixed use area. Therefore, no additional traffic or utility impacts are anticipated.



Legal

The existing Hope Commercial PUD development agreement will be amended to reflect the proposed changes described throughout this report in relation to the mixed-use area and commercial west area where the Grimes Plex is located.

The PUD amendment will require 60′ right-of-way dedication for NE 12th Street between NE Heritage Drive and NE Gateway Drive.

Site Layout

STREET ACCESS

The mixed-use area will be accessed from NE Beaverbrooke Blvd and the proposed extension of NE 12th Street.

PEDESTRIAN ACCESS

The mixed-use area will be surrounded by sidewalk and trail along all public streets. Private internal streets will provide 5′ sidewalks on at least one side. Sidewalk connections from the public sidewalks into the development will be provided.

MIXED-USE AREA

The existing PUD required a 50% ratio of residential and commercial acreage within the mixed-use area. The developer proposes to change the ratio to require a minimum of 35% commercial acreage. The increase in residential area is primarily needed to accommodate the overall design of the neighborhood. The density and number of units permitted within the mixed-use area will remain as previously approved in the PUD, and no increases are requested.

PARKING

The multi-family parking calculation is proposed to change to 1.5 parking spaces per unit with 50% of the units required to have covered parking. In the concept plan, under ground parking is proposed for each multi-family building to meet the requirement.

LIGHTING

The PUD proposes to remove the Heritage PUD lighting requirements along Gateway to no longer require the lantern style lighting. All pole lights will be required to the black.



Mixed-Use Area

DEVELOPMENT STANDARDS

Multi-family

Setbacks

Front (NE Beaverbrooke Blvd) - 25′
Front (NE Heritage Drive) - 0′
Side (External) - 10′
Side (Internal) - 0′
Rear - 25′

Density—18 dwelling units per acre

Minimum Dwelling Size—500 sf

Building Height—55′

Parking— 1.5 spaces per unit, 50% of units require covered parking space

Roof Forms—Flat roofs permitted for multi-family buildings with parapet walls

Site Layout

LAYOUT

The PUD concept plan has been updated to reflect the approved layout for the Grimes Plex.

PARKING

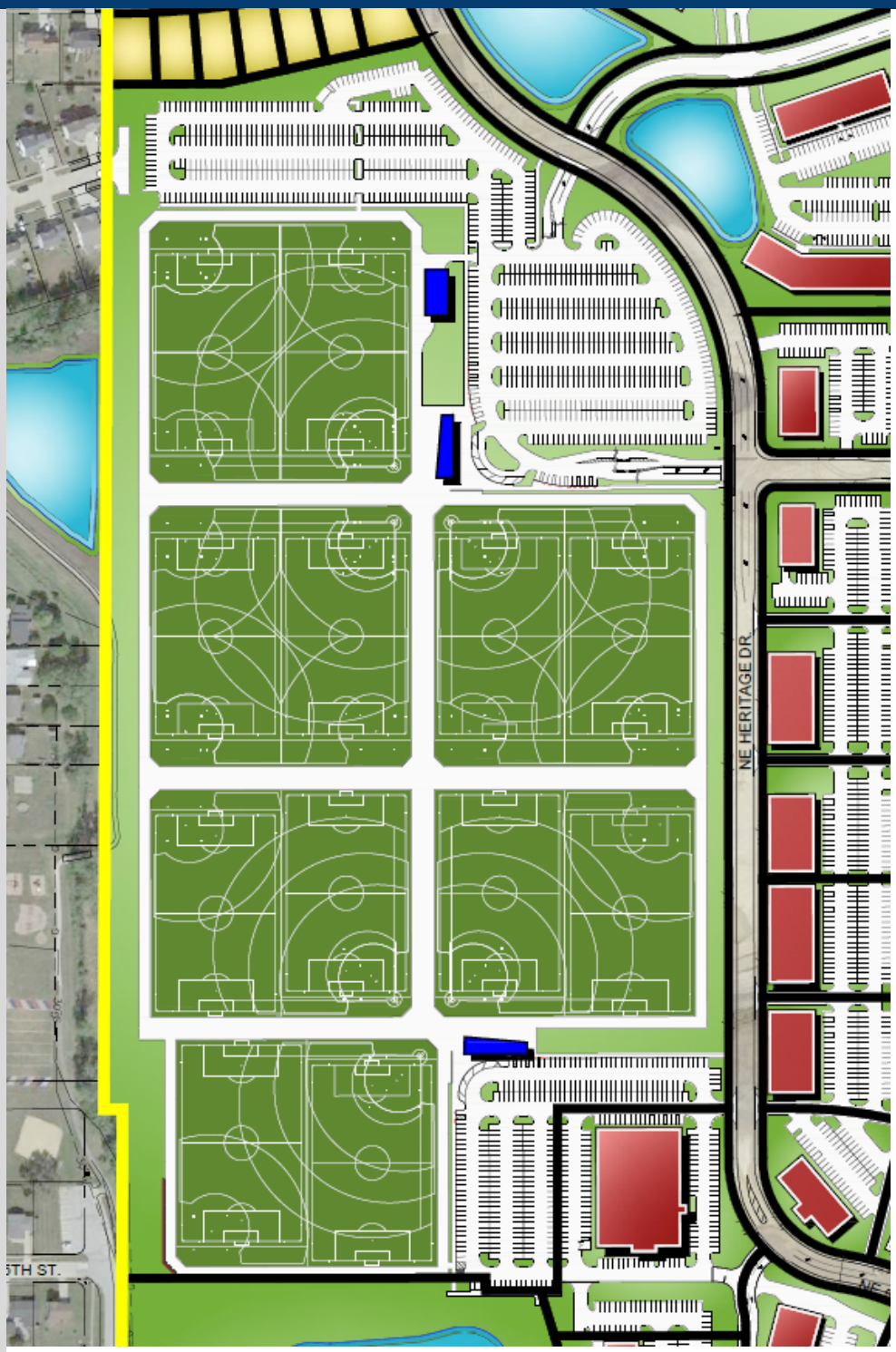
The existing PUD requires the Grimes Plex to have a minimum of 750 parking spaces. The required parking is proposed to increase to a minimum of 1000 parking spaces to reflect a more realistic parking calculation for the complex based on research of other similar facilities and is consistent with the Grimes Plex site plan.

SPORT FIELDS

The development agreement will be revised to reflect the actual number of sports fields proposed within the complex: 12 soccer and softball/ baseball fields. Through further development of the Grimes Plex, it was determined that the previous requirement for 13 soccer fields would not be possible due to the increase in parking.

CONSTRUCTION

The development agreement is revised to reflect that the developer is no longer responsible for constructing the Grimes Plex as part of the required public improvements. The City as taken over construction and ownership.



Commercial West—Grimes Plex

SIGNAGE

Signage requirements for the Grimes Plex will be revised to provide more flexibility to better accommodate the unique use. The existing sign ordinance does not account for the different types of signage common to large sports facilities such as field painted signs, sponsors, and parking lot signage. Monument sign requirements will follow the existing sign ordinance.

Utilities & Landscaping

SANITARY & WATER

All water and sanitary was constructed with the Hope Commercial Plat 4 improvements. No changes are proposed to the existing utilities.

STORM WATER

Most of the Hope Commercial PUD is served by the regional detention basin located at the southwest corner of the development. Storm water for the mixed-use area will be handled onsite within two new basins along NE Heritage Drive.

LANDSCAPING

Landscaping throughout the Hope Commercial PUD will remain the same as previously approved.

Within the mixed-use area, landscaping will be provided along the street frontages. The PUD will require a 30' landscape buffer between the townhomes and the existing single-family lots along NE Heritage Drive.



Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the Hope Commercial PUD Amendment.

Conclusion

The developer is requesting changes mostly regarding the mixed-use area within the PUD. The changes are as follows:

Expanding the mixed-use are by 2.5 acres.

Revising the acreage ratio for residential vs. commercial from 50% commercial to minimum 35% commercial

Increasing the building height from 50′ to 55′

Removing the Heritage PUD lighting requirements

Allow flat roof forms for multi-family buildings

The City is proposing changes to the Commercial West area where the Grimes Plex is located. The changes are as follows:

Increasing the minimum parking requirement to 1000

Revising the fields counts to reflect actual development

Accommodating signage needs

Clarifying public improvements required by the developer

Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~March 10, 2023~~
~~March 31, 2023~~
April 14, 2023

Civil Design Advantage
Attn: Josh Trygstad
4121 NW Urbandale Drive
Urbandale, IA 50322

RE: Hope Commercial PUD Amendment

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Rezoning for the Hope Commercial PUD. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Provide development agreement amendment petition. Form attached. Please provide signed petition.~~

2. ~~Provide development agreement consent from neighboring property owners. Form attached. Please provide signed consent.~~

3. ~~Please provide the legal description of the entire Hope Commercial PUD in Word format. The legal description should include Outlot T and be described to centerline of roadways.~~

Rezone Concept:

1. ~~Please provide a revised concept for the entire PUD. We will need to replace the exhibit within the development agreement.~~

2. ~~Staff would recommend expanding upon the market justification to include any prior, current, future marketing efforts and success rates to provide further explanation/justification for the PUD amendment request.~~

3. ~~On the rezone map, update the existing zoning to PUD.~~

4. ~~Staff has been in conversations with Snyder and Associates regarding future Beaverbrooke/Gateway intersection improvements. At this time we are not certain what improvements will occur but it could be anything from a signal, turns lanes or roundabout. We are not asking for any ROW to be dedicated at this time with the rezone but would ask that improvements are kept out of the northeast corner of the Hope property to avoid conflicts with future intersection improvements. Staff will continue to work with Snyder to determine improvements and right-size ROW needs so we can provide information for site plan submittals at the northwest corner.~~

5. ~~The multi-family buildings are required to have 40% masonry and 50' maximum height.~~

6. The townhome buildings require 30% masonry on the front façade. The current design doesn't scale to 30%, rather 11.7%. The elevations are fine for an example of the proposed buildings but the masonry percentage will need to be demonstrated with site plan. Provide updated elevations based on Council feedback.

7. ~~Garages do not count toward living area.~~

8. ~~Provide shared access for Lot 4 and 5.~~

9. ~~Show 8' trail on the north side of the new public street.~~

10. ~~Label the ROW width of the new public street.~~

11. ~~Provide general utility plan to show how each lot will be served.~~

12. ~~NE 12th Street is mislabeled as NE 13th Street. Please revise.~~

13. ~~Label proposed development standards including parking calculations, number of underground spaces, number of units, living area, etc. Remove 0.5 covered spaces per unit for townhomes and update the required spaces to reflect 2 spaces per unit excluding garages (driveway) and required visitor spaces. The site is proposing more than 25% over the minimum parking spaces required (currently calculating 1.5 uncovered per unit and 0.5 covered per unit instead of 1.5 spaces per unit with 0.5 per unit being covered). If the parking counts shown are to remain, additional open space is required.~~

14. ~~Label number of underground parking spaces.~~

15. ~~Provide sidewalk on at least one side of the private street. Staff suggests adding the sidewalk in the location below along the townhomes.~~



~~16. The two east apartment buildings will need to provide a turnaround or connecting drive since the dead ends are greater than 150'.~~



17. Show 5' sidewalk along private street connecting to Beaverbrooke.

18. Revise the mixed-use acreage. It appears only the residential acreage is included.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: March 17, 2023
(1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: April 4, 2023

COUNCIL MEETING: April 25, 2023

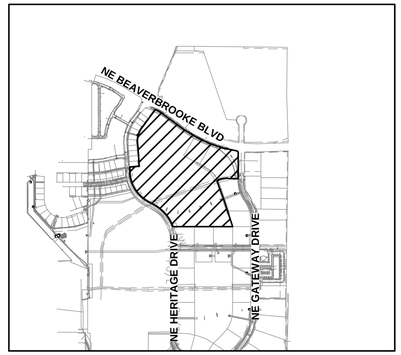
Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

NE BEAVERBROOKE BLVD
MIXED USE
COMMERCIAL EAST
NE GATEWAY DRIVE
NE HERITAGE DRIVE
NE 13TH ST
LOT 4
COMMERCIAL EAST
1.16 AC
250.00'
15'ST
15'S
PU/E
STRM/E
DET/E
SCALE
0' 75' 150' 300'

VICINITY MAP



GRIMES, IOWA

OWNER/APPLICANT:

HOPE K FARMS, LLC
CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50265
PH: (515) 381-3925
EMAIL: ARASH.RAZIZADEH@EPCMFG.COM

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
CONTACT: JOSH TRYGSTAD
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL. JOSHT@CDA-ENG.COM

ZONING:

EXISTING: A-1 (AGRICULTURE DISTRICT)

PROPOSED: PUD

REVISIONS	DATE
-	02/14/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: TECH:

CIVIL DESIGN ADVANTAGE

HOPE COMMERCIAL
PUD AMENDMENT REZONING MAP

GRIMES, IOWA

1/2

2205.357

FILE: H:\2022\2205357\DWG\REZONING\2205.357-REZONING MAP 2023-02-13.DWG
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ADJACENT OWNERSHIP

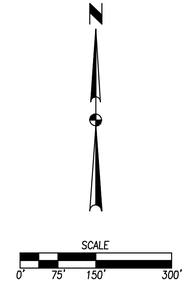
	Area (ac.)	Area (%)	CONSENTING
1. TAAG 1 LLC 1220 NE STATION XING GRIMES, IA 50111-8013	1.07	2.94%	
2. CHRIS GUNNARE LUTHERAN CHURCH OF HOPE 925 JORDAN CREEK PKWY WEST DES MOINES, IA 50266-5952	6.97	19.16%	
3. KWIK TRIP INC 1626 OAK ST LA CROSSE, WI 54603-2308	1.16	3.19%	
4. CASEYS MARKETING COMPANY POB 54288 LEXINGTON, KY 40555-4288	1.76	4.84%	
5. DSRK LLC 4500 WESTOWN PKWY STE 277 WEST DES MOINES, IA 50266-6742	1.52	4.17%	
6. DSRK LLC 4500 WESTOWN PKWY STE 277 WEST DES MOINES, IA 50266-6742	0.30	0.82%	
7. DSRK LLC 4500 WESTOWN PKWY STE 277 WEST DES MOINES, IA 50266-6742	0.13	0.35%	
8. DSRK LLC 4500 WESTOWN PKWY STE 277 WEST DES MOINES, IA 50266-6742	0.13	0.35%	
9. DSRK LLC 4500 WESTOWN PKWY STE 277 WEST DES MOINES, IA 50266-6742	0.05	0.14%	
10. RACCOON VALLEY BANK 1202 2ND ST PERRY, IA 50220-1506	0.13	0.36%	
11. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	1.43	3.92%	3.92%
12. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	1.44	3.96%	3.96%
13. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	1.44	3.96%	3.96%
14. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	1.47	4.03%	4.03%
15. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	0.14	0.38%	0.38%
16. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	0.30	0.83%	0.83%
17. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	0.12	0.32%	0.32%
18. CITY OF GRIMES 101 NE HARVEY ST GRIMES, IA 50111-2051	5.74	15.78%	
19. WILLIAM KIMBERLY DEVELOPMENT CORPORATION 2785 N ANKENY BLVD STE 22 ANKENY, IA 50023-4705	1.40	3.85%	
20. PERRY L TAGUE 1008 NE 13TH ST GRIMES, IA 50111-4792	0.38	1.04%	
21. LANDON RAY KLUENDER 1004 NE 13TH ST GRIMES, IA 50111-4792	0.21	0.56%	
22. NICOLE BEAUFORD 1000 NE 13TH ST GRIMES, IA 50111-4792	0.15	0.42%	
23. DANIEL H ANFIELD 1001 NE 13TH ST GRIMES, IA 50111-4792	0.20	0.56%	
24. GENESIS HOMES INC 750 SE ALICES RD WAUKEE, IA 50263-9646	0.20	0.55%	
25. RYAN W LINCOLN 1304 NE HERITAGE DR GRIMES, IA 50111-1188	0.28	0.77%	
26. RUSSELL MORRIS 1308 NE HERITAGE DR GRIMES, IA 50111-1188	0.21	0.58%	
27. HAJRUDIN HODZIC 1400 NE HERITAGE DR GRIMES, IA 50111-1189	0.21	0.59%	
28. DEBORAH KLUG 1404 NE HERITAGE DR GRIMES, IA 50111-1189	0.21	0.59%	
29. DIEN TAN NGUYEN 1408 NE HERITAGE DR GRIMES, IA 50111-1189	0.28	0.78%	
30. GENESIS HOMES INC 750 SE ALICES RD WAUKEE, IA 50263-9646	0.29	0.79%	
31. GENESIS HOMES INC 750 SE ALICES RD WAUKEE, IA 50263-9646	0.20	0.55%	
32. KO MOH 1508 NE HERITAGE DR GRIMES, IA 50111-1190	0.22	0.60%	
33. ROBERT GRANT 1512 NE HERITAGE DR GRIMES, IA 50111-1190	0.32	0.88%	
34. JACOB SULLIVAN 6405 SUTTON DR URBANDALE, IA 50322-8055	0.30	0.83%	
35. CAMERON MITCHELL HAERTHER 1509 NE HERITAGE DR GRIMES, IA 50111-1190	0.20	0.55%	
36. ESAD COSIC 1505 NE HERITAGE DR GRIMES, IA 50111-1190	0.20	0.55%	
37. ALFA CONSTRUCTION INC 2306 NW 43RD ST ANKENY, IA 50023-8373	0.21	0.58%	
38. HOME LIFE INC 2306 NW 43RD ST ANKENY, IA 50023-8373	0.21	0.58%	
39. DUNG VAN LE 1401 NE HERITAGE DR GRIMES, IA 50111-1189	0.21	0.58%	
40. RHONDA L O'CONNOR 1309 NE HERITAGE DR GRIMES, IA 50111-1188	0.21	0.57%	
41. GEDEON KARAMU 1305 NE HERITAGE DR GRIMES, IA 50111-1188	0.20	0.55%	
42. BAJRO KARIC 1301 NE HERITAGE DR GRIMES, IA 50111-1188	0.20	0.55%	
43. NICHOLAS YOUNG 1213 NE HERITAGE DR GRIMES, IA 50111-1185	0.20	0.55%	
44. JOSEPH C LOSH 1209 NE HERITAGE DR GRIMES, IA 50111-1185	0.20	0.55%	
45. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	1.33	3.65%	3.65%
46. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	1.34	3.67%	3.67%
47. HOPE K FARMS LC 1548 S 45TH ST WEST DES MOINES, IA 50265-5765	1.32	3.63%	3.63%
TOTAL:	36.38	100.00%	28.34%

REZONING DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'X', NORTH POINTE PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF GRIMES; THENCE SOUTH 89°49'33 EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 763.49 FEET; THENCE SOUTH 00°20'06" WEST, 87.38 FEET; THENCE SOUTH 89°39'54" EAST, 179.05 FEET; THENCE SOUTH 00°20'06" WEST, 1117.50 FEET; THENCE NORTH 89°39'54" WEST, 71.79 FEET; THENCE SOUTH 00°20'06" WEST, 120.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°46'05" WEST ALONG SAID SOUTH LINE, 825.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE GRIMES BOULEVARD; THENCE NORTH 01°38'20" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 1325.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.42 ACRES (1,194,434 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: | TECH:

REVISIONS	DATE
-	02/14/2023

CIVIL DESIGN ADVANTAGE

HOPE COMMERCIAL
PUD AMENDMENT REZONING MAP
GRIMES, IOWA

2 / 2

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HOPE COMMERCIAL PUD

03/17/2023

CIVIL DESIGN ADVANTAGE

NOTE
PUD IS FOR REFERENCE PURPOSES ONLY. FINAL DESIGN IS SUBJECT TO CHANGE AND WILL NOT BE REFLECTED ON THIS PLAN IN THE FUTURE.

0' 150' 300' 450'

N

NE BEAVERBROOKE BLVD

NE GATEWAY DRIVE

NE HERITAGE DRIVE

LOT 1
MIXED USE/
MULTI-FAMILY
17.25 AC

LOT 2
COMMERCIAL EAST
1.53 AC

LOT 3
COMMERCIAL EAST
1.53 AC

LOT 4
COMMERCIAL EAST
1.13 AC

LOT 5
MIXED USE/
COMMERCIAL
9.02 AC

OUTLOT (DETENTION)
MIXED USE/COMMERCIAL
2.13 AC

STREET LOT 1.71 AC

DETENTION

DETENTION

CLUBHOUSE

13 SPACES
15 SPACES
7 SPACES
38 SPACES
42 SPACES
29 SPACES
28 SPACES
27 SPACES
12 SPACES

BUFFER/E

LOT 1 DEVELOPMENT SUMMARY

MIXED USE - (17.23 ACRES)

BUILDING SETBACKS

FRONT YARD	= 25' BEAVERBROOKE DRIVE
FRONT YARD	= 0' HERITAGE DRIVE
REAR YARD	= 25'
SIDE YARD	= 10' (EXTERNAL)
SIDE YARD	= 0' (INTERNAL)
PARKING	= 10' FROM ROW. 5' FROM INTERNAL LOT LINE UNLESS A SHARED DRIVE IS PROVIDED.

PARKING REQUIRED (APARTMENTS)

1.5 SPACES PER UNIT INCLUDING
0.5 COVERED SPACES PER UNIT

REQUIRED

APARTMENT UNITS	= 320
PARKING SPACES	= 480
COVERED PARKING	= 160

PROVIDED

PARKING SPACES	= 433
COVERED SPACES	= 160
TOTAL SPACES	= 593 (1.85/ UNIT)

UNITS

APARTMENTS	= 320
TOWNHOMES	= 80
TOTAL UNITS	= 400

SCALE
0' 40' 80' 160'

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: | TECH:

REVISIONS | DATE | PREPARED

04/07/2023

CIVIL DESIGN ADVANTAGE

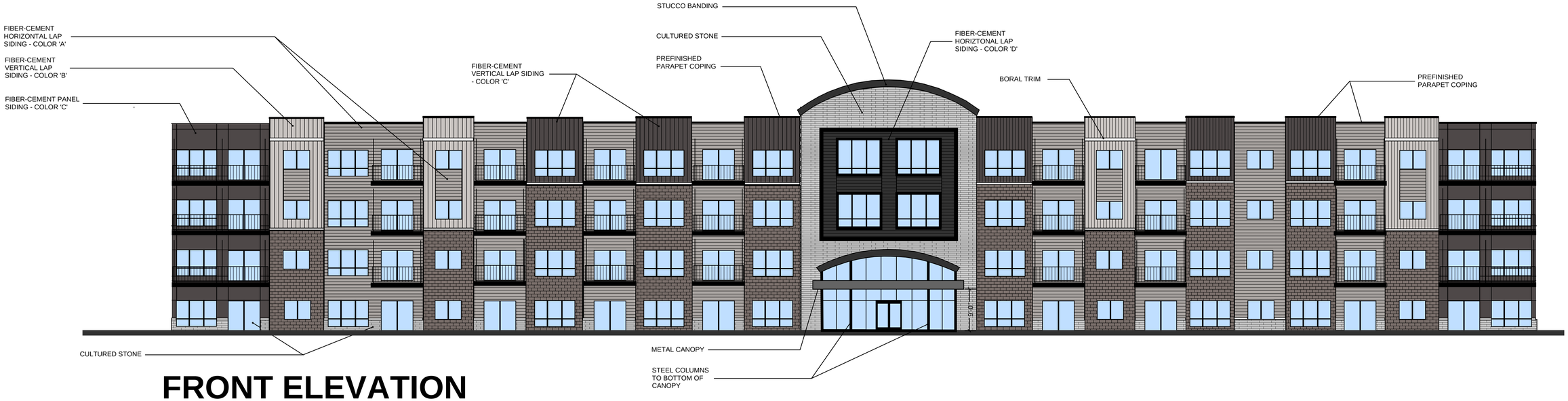
HOPE DISTRICT APARTMENTS
CONCEPTUAL PLAN #1

GRIMES, IOWA

1 / 1

2205.357

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PLOTTED BY: RYAN LUNDHOLM
TECH:
COMMENT:
ENG:

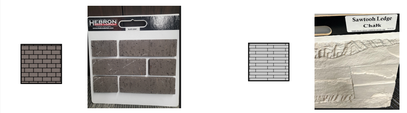


FRONT ELEVATION

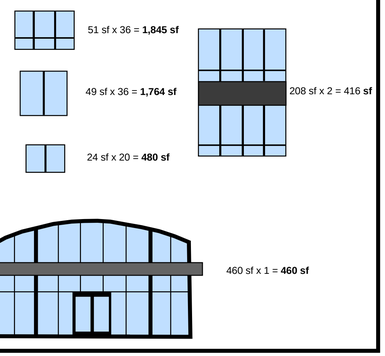
MATERIALS

TOTAL FRONT ELEVATION AREA = 13,617 sf

TOTAL MASONRY AREA = 3,480 sf



TOTAL GLASS AREA = 5,093 sf









INSPIRATIONAL IMAGES

GRIMES APARTMENTS - HOPE DEVELOPMENT

3/09/2023

DESIGN EXPLORATION

FOR CONCEPTUAL PURPOSES ONLY

STUDIO

ARCHITECTURE | INTERIORS














11415





ORDINANCE 781

AN ORDINANCE AMENDING THE HOPE COMMERCIAL PLANNED UNIT DEVELOPMENT

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. This Ordinance is to amend the Hope Commercial Planned Unit Development, for the property legally described in Exhibit A.

SECTION 2. Amendment. As part of this Ordinance, the Hope Commercial Planned Unit Zoning Change and Development Agreement is hereby amended and restated as provided for in Exhibit B.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this ____day of _____ and approved on this ____day of _____, 2023.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

ALL OF HOPE COMMERCIAL PLAT 4, AN OFFICIAL PLAT

AND

OUTLOT 'T', HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT

ALL IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 168.59 ACRES MORE OR LESS.

AMENDED AND RESTATED HOPE COMMERCIAL ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this____ day of _____, 2023, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Hope Development & Realty, LLC, (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned A-1 & PUD.

WHEREAS, Property Owner desires to remove the Property from the previously approved Heritage at Grimes PUD; and

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage, LLC developing the Property for a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 & PUD to PUD, prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

NOW, THEREFORE, in consideration of the above premises, the rezoning of the Property and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

1) Heritage at Grimes. The property shall be removed from the Heritage at Grimes PUD.

2) Rezoning. The property shall be rezoned from A-1 & PUD to PUD.

3) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to PUD to allow for the development of the property for a mixed-use neighborhood. The overall intent of the neighborhood is to provide reasonable accommodations for development, while preserving the natural areas, and integrating common areas with pedestrian facilities and adjoining developments. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area not

addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.

(a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain approval from the City of a final plat, which subdivides all of the Property into lots and outlots (referred to herein individually as a "Lot" or collectively as the "Lots").

(b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot.

4) Development Intent. Located along the west side of Highway 141 corridor and north of 1st Street, Hope Commercial will consist of a mixed-use and commercial central core, transitioning to a sports complex to the west and an area of single-family residential to the northwest. Each use area is further described as follows.

(a) Single-Family Residential. Areas designated as Single-Family Residential are intended for traditional stand-alone single-family lots. No multi-family units or commercial uses of any kind will be allowed in these areas. Driveways are to be street loaded and built with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes and the HCRC.

(b) Commercial Central. Areas designated as Commercial are intended to have a high degree of flexibility for entertainment type uses. The Commercial Central areas should be designed with the intent of creating a walkable environment. Developments within the Commercial Central zones shall conform to standards within this document. Development within the commercial central district will follow the currently approved regulations for the Highway 141 Mixed Use Development Corridor District Zone 1. All development drawings shall be reviewed by the HCRC and City of Grimes for approval.

(c) Commercial East. Areas designated as Commercial East are intended to have a high degree of flexibility for hospitality uses. The Commercial East area, while flexible in it uses, shall take advantage of the high visibility along the Highway 141 Corridor, with the intent of providing sites for hospitality uses. Developments within the Commercial East zones shall conform to standards within this document. Development within the Commercial East area will follow the currently approved regulations for the Highway 141 Mixed Use Development Corridor District Zone 1. All development drawings shall be reviewed by the HCRC and City of Grimes for approval.

(d) Commercial West. Areas designated as Commercial West are intended to serve as a regionally significant sports and recreation complex that provides space for an indoor field house, outdoor turf fields for soccer, baseball, softball, football and

other similar activities. Associated parking, shelters and storm water management will also be provided within this area. Where opportunities for shared parking exist, those should be exercised.

(e) Mixed-Use. Areas designated as Mixed-Use are intended to be centrally located to tie and transition the adjoining Commercial areas. This area should provide for a destination for businesses and amenities that people can drive or walk to. This area is to be pedestrian friendly, where a mix of commercial and residential uses are encouraged. Residential and/or Office uses above commercial space are allowed. In a vertical mixed-use format, it is anticipated to provide one (1) floor of commercial and three to four (3 to 4) floors of residential. Horizontal mixed-use arrangements shall provide a minimum thirty-five percent (35%) commercial acreage. Buildings within the Mixed-Use area shall conform to standards within this document and be reviewed by the City of Grimes and the HCRC.

5) Hope Commercial Review Committee (HCRC). The establishment of the Hope Commercial Review Committee (HCRC) will ensure the long-term vision and success of the Hope Commercial PUD. It will be the responsibility of the HCRC to review and provide comment on the proposed development plans, architectural plans, and other design elements prior to City Council approval by the City of Grimes. The HCRC will have no authority to alter or make exceptions to the PUD, and will serve only as advisement on subjective matters including, but not limited to architectural styling, materials, orientation, etc.

(a) The HCRC will consist of professionals and interested parties to be appointed by Hope Commercial. It will consist of representatives from professions including Development, Architecture, and Civil Engineering. The HCRC will include at least one representative from Hope Commercial.

(b) The HCRC will provide its recommendation to the applicant for inclusion with the initial submittal to the City of Grimes.

6) Single-Family Regulations. This area is intended to accommodate the construction of single-family dwelling units. The following regulations shall be applicable to any area identified as Single-Family, as generally shown on the Master Plan.

(a) Lot Dimensions. A minimum lot width of seventy (70) feet, and a minimum lot area of eight thousand five hundred (8,500) square feet shall be provided.

(b) Setbacks. The following setbacks shall apply to all units:

(i.) Front Yard – Thirty (30) Feet

(ii.) Rear Yard – Twenty-Five (25) Feet

(iii.) Side Yard – Seven (7) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building and fire code standards.

(c) Minimum Dwelling Size. Single story dwellings must have a main floor finished area of not less than one thousand four hundred (1,400) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories must have an above grade finished floor area of not less than one thousand seven hundred (1,700) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(d) Height. The maximum height of any building shall be two (2) stories above grade (thirty-five (35) feet maximum). See Buffering in Section 12 for further requirements.

(e) Garage. A minimum two (2) car attached garage shall be provided for every single-family unit.

(f) Building Materials. All homes shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of twenty (20%) percent of the front façade shall be clad in brick/stone or masonry. Stucco shall not be considered a similar masonry material. The single-family dwellings should be designed in a way that compliments the architecture of the dwellings within the neighborhood. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged.

(g) Design Standards. Architecture is to reflect the theme already established with the adjacent single-family homes located within the Heritage at Grimes PUD.

(h) Corner Lots. The lot shall be wide enough to support a twenty-five (25) foot secondary front yard, opposite the front door, while maintaining a rear yard (technical side yard) that provides adequate space for the homeowner to enjoy. Typically, this minimum width to support this shall not be less than one hundred and fifteen (115) feet.

(i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

(j) Landscaping. All dwellings should provide a minimum of two (2) trees per lot, with at least one (1) tree being planted in the front yard.

7) Commercial Central Regulations. This area is intended to accommodate a range of entertainment oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant retail, banks, convenience/gas and fast food are appropriate provided that the individual sites are developed in a cohesive pattern that is integrated with the neighborhood. An overall design theme and concept plan shall be developed for the entirety of the development and presented at the time of the first site plan approval.

(a) Permitted Uses. Any permitted use within the C-2 Zoning District shall be permitted, with the exception of the following.

(i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.

(ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.

(iii.) Industrial Warehouse Facilities

(iv.) Mini Storage/Self Storage Facilities

(v.) Used Car Lots

(b) Building Setbacks. The following setbacks shall apply to all buildings:

(i.) Front Yard (NE Gateway Drive)– Twenty-Five (25) Feet

(ii.) Front Yard (NE 10th Street and NE Heritage Drive) – Zero (0) Feet

(iii.) Rear Yard – Twenty-Five (25) Feet

(iv.) Side Yard (External) – Ten (10) Feet

(v.) Side Yard (Internal) – Zero (0) Feet

(vi.) Building Separation – Five (5) Feet

When associated with a fuel station, the pumping canopy shall require a fifty (50) foot setback from the right-of-way.

(c) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.

(d) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. Shared parking arrangements may be acceptable for reducing the overall development requirement. Accommodations for bicycle parking should be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

(e) Open Space. A minimum of twenty-five (25%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

(f) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees.

(g) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way as well as the public parkland where feasible, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any private internal street.

(h) Height. The maximum height of any building shall be five (5) stories above grade (sixty (60) feet maximum). In no case shall a building that is adjacent to a residential zone use be more than two (2) stories taller than the adjoining building(s).

(i) Building Materials. Siding shall be primarily comprised of brick, stone or masonry (variety in colors and materials shall be required). Door and window trims shall be utilized throughout. A minimum of seventy-five (75%) percent of all façades (exclusive of doors/windows) shall contain brick, stone or masonry. All sides of the building shall be architecturally detailed in accordance with Zone 1 of the Highway 141 Mixed Use Development Corridor District.

(j) Facade Design. Building design shall include a variety of architectural elements, including articulation of the building face in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line and building face is required in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.

(k) Outparcel Development. Outparcel development is acceptable, however, a common architectural, site and signage design pattern will be consistently applied to each of the individual developments.

(l) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(m) Outdoor Storage. No outdoor storage is permitted upon the site.

8) Commercial East Regulations. This area is intended to accommodate a range of neighborhood oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant retail, banks, convenience/gas and fast food are appropriate provided that the individual sites are developed in a cohesive pattern that is integrated with the neighborhood. An overall design theme and concept plan shall be developed for the entirety of the development and presented at the time of the first site plan approval.

(a) Permitted Uses. Any permitted use within the C-2 Zoning District shall be permitted, with the exception of the following.

(i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.

(ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.

(iii.) Industrial Warehouse Facilities

(iv.) Mini Storage/Self Storage Facilities

(v.) Used Car Lots

(b) Building Setbacks. The following setbacks shall apply to all buildings:

(i.) Front Yard – Twenty-Five (25) Feet

(ii.) Rear Yard – Twenty-Five (25) Feet

(iii.) Side Yard – Ten (10) Feet

(iv.) Building Separation – Twenty (20) Feet

When associated with a fuel station, the pumping canopy shall require a fifty (50) foot setback from the right-of-way.

(c) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.

(d) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. Shared parking arrangements may be acceptable for reducing the overall development requirement. Accommodations for bicycle parking should be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than 20 parking spaces shall be provided without a landscaped island.

(e) Open Space. A minimum of twenty-five (25%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

(f) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees.

(g) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way as well as the public parkland where feasible, to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any private internal street.

(h) Height. The maximum height of any building shall be five (5) stories above grade (sixty (60) feet maximum). In no case shall a building that is adjacent to a residential zone use be more than two (2) stories taller than the adjoining building(s).

(i) Building Materials. Siding shall be primarily comprised of brick, stone or masonry (variety in colors and materials shall be required). Door and window trims shall be utilized throughout. A minimum of seventy-five (75%) percent of all façades (exclusive of doors/windows) shall contain brick, stone or masonry. All sides of the building shall be architecturally detailed in accordance with Zone 1 of the Highway Mixed Use Development Corridor District.

(j) Facade Design. Building design shall include a variety of architectural elements, including articulation of the building face in order to break down the massing of

the large building so that its scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line and building face is required in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.

(k) Outparcel Development. Outparcel development is acceptable, however, a common architectural, site and signage design pattern will be consistently applied to each of the individual developments.

(l) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(m) Outdoor Storage. No outdoor storage is permitted upon the site.

9) Commercial West Regulations. This area is intended to provide an opportunity to locate a regional sports and recreation complex. The complex shall be designed for efficiency of space, while ensuring the areas are attractive and high quality.

(a) Permitted Uses. Any sports or recreation use, including but not limited to those below:

(i.) Recreation and Sports Buildings

(ii.) Offices, Restaurants, cafes and similar when associated with and located within the recreation and sports buildings

(iii.) Outdoor Turf Fields and associated accessory structures

(iv.) Outdoor Concession and Vending Areas

(v.) Permanent Restrooms and Locker Room Buildings

(b) Format. The layout of the sports and recreation complex should generally follow the layout and design provided in the PUD.

(c) Turf Fields. The minimum number of turf fields should be constructed is as follows:

(i.) Baseball/Softball. 12 fields

(ii.) Soccer. 12 fields

(d) Building Setbacks. The following setbacks shall apply to all buildings:

(i.) Front Yard – Zero (0) Feet

(ii.) Rear Yard – Twenty-Five (25) Feet

(iii.) Side Yard – Ten (10) Feet

(iv.) Building Separation – Twenty (20) Feet

(e) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.

(f) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance, however no less than one thousand (1000) parking spaces shall be provided for the site. Shared parking arrangements may be acceptable for reducing the overall development requirement. On-street parking, to the degree that it is adjacent to the development, may be used in the calculation of meeting the required off-street parking. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than fifty (50) parking spaces shall be provided without a landscaped island.

(g) Open Space. A minimum of twenty (20%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space. Open Space shall exclude Pond and Artificial Turf fields.

(h) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees.

(i) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. Internal to the site, wayfinding signage should be provided to allow for easier navigation of the Sports Complex.

(j) Height. The maximum height of any building shall be five (5) stories above grade (eighty (80) feet maximum).

(k) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the buildings, so that its scale is compatible to the adjoining single-family neighborhood. A minimum of sixty (60%) percent of all façades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials. Pre-cast concrete construction shall be permitted provided additional architectural detailing such as up-lighting, decorative reveal joints and glazing where possible are included. All pre-cast shall be painted with muted and earth tone colors. All rooftop mechanical units shall be screened from view.

(l) Building Orientation. Buildings shall be generally oriented towards the side streets rather than as a series of outparcels along the public streets. Multiple buildings shall be configured to break up the site into a series of "blocks" defined by on-site streets/driveways and pedestrian pathways. Buildings should frame the perimeter side streets or at a minimum the side street access points. Developments are to provide a main street appearance of which buildings should frame and orient towards.

(m) Common Spaces. Planned plazas, patios, shade structure, play areas, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design.

(n) Fences and Walls. All fences and walls located within the site shall be designed and provided in a manner that is ornamental and decorative. Galvanized chain link fencing, wood fencing, or un-faced poured concrete walls shall be prohibited.

(o) Signage.

(i.) Sports Complex Signage.

1. Monument signage shall follow the Grimes Sign Ordinance.

2. All temporary signage and internal complex signage, other than field painting, shall be a maximum of thirty-five (35) square feet per sign. However, temporary signs placed along NE Heritage Drive shall be designed to be four (4) feet by eight (8) feet in size to provide consistency.

3. No more than two (2) temporary signs shall be placed directly adjacent to each other when placed along NE Heritage Drive. Each grouping of two (2) signs shall be separated by at least ten (10) feet. All signs placed along NE Heritage Drive shall be installed and attached in a consistent and permanent manner to the fencing to improve aesthetics and prevent signs from falling or tearing.

4. Building-mounted signage within the sports complex shall follow the Grimes Sign Ordinance. However, there is no square footage limit for building-mounted signs.

(ii.) Other Development. All other development within the Commercial West Area shall follow the Grimes Zoning Ordinance.

(p) Outdoor Storage. No outdoor storage is permitted upon the site.

10) Mixed-Use Regulations. This area is intended to provide an opportunity for a range of uses including both commercial and residential. The mix of uses can be developed in both vertical and/or horizontal formats. The primary design consideration is that the uses are developed in a cohesive pattern with careful consideration of the orientation of the buildings along NE Gateway Drive. An overall design theme and concept plan shall be developed for the entirety of the development and presented at the time of the first plan approval.

(a) Permitted Uses. Townhomes, multi-family or any permitted use within the C-2 Zoning District shall be permitted, with the exception of the following.

(i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.

(ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.

(iii.) Industrial Warehouse Facilities

(iv.) Mini Storage/Self Storage Facilities

(v.) Used Car Lots

(b) Format. In a vertical mixed-use format, the building shall provide a minimum of one (1) floor of commercial. In a horizontal mixed-use format, the overall Mixed-Use Area shall be distributed with a minimum thirty-five (35%) percent of the area devoted towards commercial, and the balance being devoted to residential. The overall residential density shall not exceed the maximums identified herein.

(c) Density. The maximum blended density of residential uses shall be eighteen (18) units per acre.

(d) Building Setbacks. The following setbacks shall apply to all buildings:

(i.) Front Yard (NE Beaverbrooke Blvd) Twenty (20) Feet

(ii.) Front Yard (NE Heritage Drive) Zero (0) Feet

(iii.) Front Yard (NE 12th Street) Zero (0) Feet

(iv.) Rear Yard – Twenty-Five (25) Feet

(v.) Side Yard (External) – Ten (10) Feet

(vi.) Side Yard (Internal) – Zero (0) Feet

(vii.) Building Separation – Five (5) Feet

(e) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.

(f) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. Shared parking arrangements may be acceptable for reducing the overall development requirement. On-street parking, to the degree that it is adjacent to the development, may be used in the calculation of meeting the required off-street parking. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

(g) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

(h) Open Space. A minimum of twenty (20%) percent open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

(i) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Street trees shall be a combination of diverse species with no more than five trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees.

(j) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way, to buildings and site features to support neighborhood connectivity. Access between buildings

should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

(k) Height. The maximum height of any building shall be five (5) stories above grade (sixty (60) feet maximum). In no case shall a building that is adjacent to a residential zone be more than two (2) stories taller than the adjoining building(s).

(l) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining single-family neighborhood. A minimum of seventy-five (75%) percent of all façades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials.

(m) Building Orientation. Buildings shall be generally oriented towards the side streets rather than as a series of outparcels along the public streets. Multiple buildings shall be configured to break up the site into a series of "blocks" defined by on-site streets/driveways and pedestrian pathways. Buildings should frame the perimeter side streets or at a minimum the side street access points. Developments are to provide a main street appearance of which buildings should frame and orient towards.

(n) Townhomes. The following regulations shall be applicable to any townhome unit constructed within the Mixed-Use area.

(i.) Minimum Dwelling Size. Single story townhome dwellings must have a main floor finished area of not less than one thousand (1,000) square feet. All multilevel townhomes including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories must have finished floor areas of not less than one thousand, two hundred (1,200) square feet. Basement square footage may not be counted towards minimum finished area.

(ii.) Height. The maximum height of any townhome building shall be three (3) stories above grade (forty (40) feet maximum). See Buffering in Section 12 for further requirements.

(iii.) Garage. A minimum two (2) car attached garage shall be provided for every townhome unit. Access shall not be provided from a public street.

(iv.) Visitor Parking Spaces. One (1) visitor parking space per five (5) dwelling units shall be provided. Adjacent on street parking, if provided, may be used to accommodate visitor parking.

(v.) Building Materials. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A

minimum of thirty (30%) percent of the front façade facing public streets shall be clad in brick/stone or masonry. Townhome buildings that do not face the public street shall provide a minimum thirty percent (30%) brick/stone or masonry on the front façade. Stucco shall not be considered a similar masonry material. Additionally, door and window trims shall be utilized throughout the design.

(vi.) Façade Design. Not more than one hundred and eighty (180) feet of continuous building façade width shall face out to the public streets. Front facades shall be varied such that no more than two (2) out of six (6) units within a block are similar or that each block of units provides a different design or theme. Differentiation may be accomplished by modifying a minimum of two of the following elements; façade surface materials/colors, roofline, pitches or the use of dormers, location or proportion of front porches, and location or proportion or style of garage doors.

(vii.) Front Porches. Porch/stoop design is highly encouraged for those units that face the public streets. Porch/stoop dimension should be not less than six (6) feet in width from the living space.

(viii.) Roof Pitch. Where primary roof design is pitched, then pitch shall be a minimum of 4:12. A 4:12 roof pitch shall be allowable provided it is a full hip design. The use of dormers, cupola, and articulation is highly encouraged. Roofs shall be covered with a minimum of thirty (30) year architectural shingles. Low sloped roofs shall be allowed when incorporated into the overall character of the neighborhood.

(ix.) Orientation. Townhome buildings placed along public streets shall orient the front façade and front doors toward the public street.

(o) Multi-Family. The following regulations shall be applicable to any multi-family unit constructed within the Mixed-Use area.

(i.) Minimum Dwelling Size. The minimum finished floor area shall be five hundred (500) square feet.

(ii.) Height. The maximum height of any standalone multifamily building shall be four (4) stories above grade (fifty-five (55) feet maximum). See Buffering in Section 12 for further requirements.

(iii.) Parking. A minimum of one and one half (1.5) parking stalls per unit shall be provided. A minimum of fifty percent (50%) of the units shall be required to provide one (1) covered parking space (underground garage, attached garage or detached garage). Parking lots and detached garage structures shall not face the public streets. Accommodations for bicycle

parking should be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

(iv.) Building Materials. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles or flat roofs with parapet walls. A minimum of forty (40%) percent of the front façade shall be clad in brick/stone or masonry. Additionally, door and window trims shall be utilized throughout the design.

(v.) Façade Design. Not more than one hundred and eighty (180) feet of continuous building façade width shall face out to the public street. Building facades shall include a variety of architectural elements in order to bring the scale of the large building down to that of the adjoining single-family neighborhood. The use of dormers, cupola, and articulation of the roof is required in order to bring the scale of the large building down to that of the adjoining single-family neighborhoods.

(vi.) Roof Pitch. Where primary roof design is pitched, then pitch shall be a minimum of 4:12. A 4:12 roof pitch shall be allowable provided it is a full hip design. The use of dormers, cupola, and articulation is highly encouraged. Roofs shall be covered with a minimum of thirty (30) year architectural shingles. Low sloped roofs shall be allowed when incorporated into the overall character of the neighborhood.

(p) Common Spaces. Planned plazas, patios, courtyards or other similar public spaces are encouraged and expected to be included as part of the site design.

(q) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(r) Outdoor Storage. No outdoor storage is permitted upon the site.

11) Buffering

(a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the HCRC and City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading docks, mechanical equipment, etc. to be implemented.

(b) Commercial Buffers. Landscape buffers for commercial properties and the planned sports complex areas must include a thirty (30) foot buffer when adjacent to single-family residential areas.

(c) Mixed-Use Buffers. Landscape buffers for townhome areas within the mixed-use zone shall include a thirty (30) foot buffer when adjacent to single-family residential lots.

Landscape buffers for multi-family areas and commercial areas within the mixed-use zone shall include a fifty (50) foot buffer when adjacent to single-family residential lots. Landscape buffers for multi-family areas within the mixed-use zone shall include a thirty (30) foot buffer when adjacent to townhome areas.

(d) Buffer Landscape Quantities. Thirty (30) foot landscape buffers shall provide the following number of trees per fifty (50) feet of linear buffer: One (1) overstory tree, two (2) understory trees and two (2) evergreen trees. Fifty (50) foot landscape buffers shall provide the following number of trees per fifty (50) feet of linear: Two (2) overstory trees, two (2) understory trees and three (3) evergreen trees.

(e) Berming and Screening. Earth berming shall be implemented whenever possible to enhance buffering and screening of otherwise negative site elements and to aid in ensuring year-round screening but is not required. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive throughs associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.

(f) Continuity. Buffers shall be so designed so as to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

12) Lighting

(a) Parking Lot Lighting. Parking lot lighting shall be black in color.

(b) Public Street Lighting. Street Lighting associated with public streets shall be standard MidAmerican Energy Street Lights and black in color.

(c) Sports Complex Lighting. The Sports Complex shall be illuminated to a nationally recognized standard for athletics.

13) Public Improvements

(a) Public Improvements. Public Improvements include the construction of the following:

(i.) Property Owner agrees that certain public improvements to NE Heritage Drive from NE Gateway Drive to NE 13th Street shall be made. These improvements shall include, but are not limited to, thirty-one (31) feet of PCC pavement, associated public and private utilities, streetlights and sidewalk.

(ii.) Property Owner agrees that certain public improvements to NE 10th Street from NE Heritage Drive to NE Gateway Drive shall be made. These improvements shall include, but are not limited to, thirty-one (31) feet of PCC pavement, associated public and private utilities, streetlights and sidewalk.

(iii.) Property Owner agrees that certain public improvements to NE 12th Street from NE Heritage Drive to the existing termination of NE 12th Street at the west property line shall be made. These improvements shall include, but are not limited to, twenty-nine (29) feet of PCC pavement with turn lane configurations, associated public and private utilities, streetlights and sidewalk.

(iv.) Property Owner agrees that certain public improvements to NE 12th Street from NE Heritage Drive to NE Gateway Drive shall be made. These improvements shall include, but are not limited to, twenty-nine (29) feet of PCC pavement with turn lane configurations, associated public and private utilities, streetlights and sidewalk.

(b) Public Sidewalks. Five (5) foot PCC public sidewalks shall be provided on all sides of public streets.

(c) Trails. An eight (8) foot trail shall be provided along the west side of NE Gateway Drive, along the west side of NE Heritage Drive, either the north or south side of NE 10th Street and the north side of NE 12th Street between NE Heritage Drive and NE Gateway Drive.

(d) Construction/Bonds. All streets listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the paving and subgrade preparation shall be submitted.

14) Parkland

(a) Parkland Dedication. The area includes approximately eleven and nine tenths (11.9) acres. The dedication shall occur with the platting of adjacent properties and street lots.

(b) Storm Water Management Facilities. The proposed parkland includes approximately four and one half (4.5) acre wet bottom pond.

(c) Connectivity. Per previous sections, pedestrian connections to parkland areas to be encouraged where feasible.

15) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.

16) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.

17) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.

18) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.

19) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.

20) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.

21) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF GRIMES, IOWA

By:_____

Scott Mikkelsen, Mayor

Attest:

_____

Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

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

_____

Notary Public in and for the

State of Iowa

My Commission expires _____

PROPERTY OWNER

Hope Development and Realty, LLC

By: Reza Kargarzadeh

Signature: _____

Title: _____

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 21 day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reza Kargarzadeh, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Amanda Harwell

Notary Public in and for the

State of Iowa

My Commission expires 6/21/24

AMANDA HARWELL
Commission Number 811205
My Commission Expires
6/21/24

Exhibit A

Legal Description

ALL OF HOPE COMMERCIAL PLAT 4, AN OFFICIAL PLAT

AND

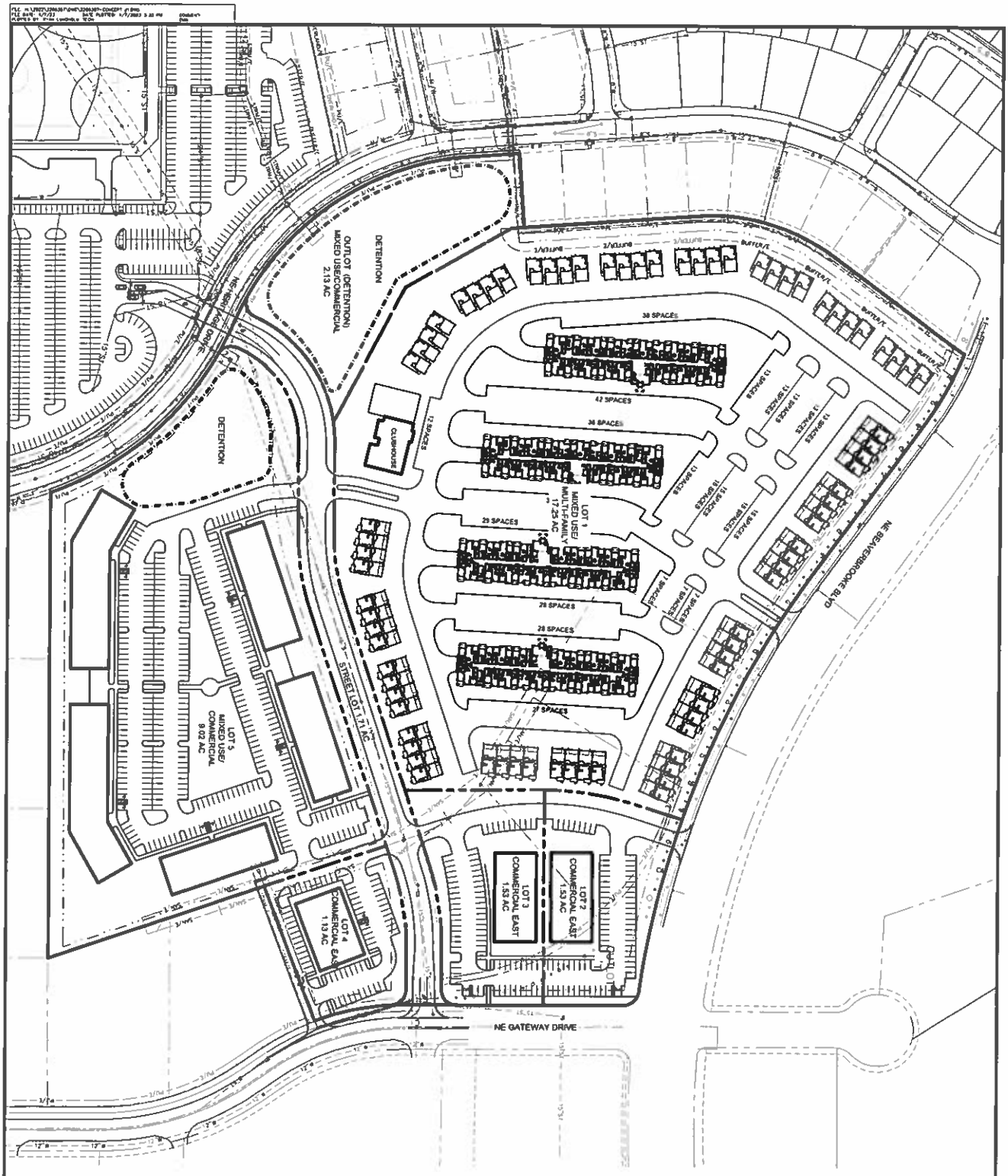
OUTLOT 'T', HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT

ALL IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 168.59 ACRES MORE OR LESS.



HOPE COMMERCIAL PUD

NOTE
PUD IS FOR REFERENCE PURPOSES ONLY. FINAL DESIGN IS SUBJECT TO CHANGE AND WILL NOT BE REFLECTED ON THIS PLAN IN THE FUTURE.



LOT 1 DEVELOPMENT SUMMARY

MIXED USE – (17.23 ACRES)

BUILDING SETBACKS

FRONT YARD	=	25' BEAVERBROOKE DRIVE
FRONT YARD	=	0' HERITAGE DRIVE
REAR YARD	=	25'
SIDE YARD	=	10' (EXTERNAL)
SIDE YARD	=	0' (INTERNAL)
PARKING	=	10' FROM ROW, 5' FROM INTERNAL LOT LINE UNLESS A SHARED DRIVE IS PROVIDED.

PARKING REQUIRED (APARTMENTS)

1.5 SPACES PER UNIT INCLUDING 0.5 COVERED SPACES PER UNIT

REQUIRED		
APARTMENT UNITS	=	320
PARKING SPACES	=	480
COVERED PARKING	=	160
PROVIDED		
PARKING SPACES	=	433
COVERED SPACES	=	160
TOTAL SPACES	=	593 (1.85/ UNIT)

UNITS		
APARTMENTS	=	320
TOWNHOMES	=	80
TOTAL UNITS	=	400

SCALE

2205.357	1 / 1	**HOPE DISTRICT APARTMENTS**	CIVIL DESIGN ADVANTAGE	4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400
		CONCEPTUAL PLAN #1	GRIMES, IOWA	ENGINEER: TECH:

REVISIONS	DATE
PREPARED	04/07/2023

CITY COUNCIL COMMUNICATION
Meeting Date: 4/25/2023

AGENDA ITEM: Public Hearing – Grimes Rental Program

BACKGROUND: At the March 28th Council Meeting, staff provided an update to the City Council on the Rental Housing Program and asked that a public hearing be established. Following the setting of the hearing, City staff held two public information meetings regarding the rental housing program. Overall, 42 individuals attended the public information meetings, which represented approximately 20% of the rental owners within the City of Grimes. Questions regarding scheduling, inspections and fees were fielded, and overall staff felt that the meeting was positive and well received.

The program that has been proposed is built around a goal of being minimally impactful. This can be applied to the rental owners, as well as rental tenants. With that in mind, the following is a brief synopsis of the rental program framework.

Registration Cycle: 2 Years
Self-Inspection Certification: 2 Years (Owner)
Audit Inspection: 4 Years (City)
Fees: Single Family, Duplex, Townhomes: $70.00
Apartment, Condo: $70.00 per structure/1st unit, $30.00 per unit after.
Registration Incentive: 10% reduced fee, capped at $500.00 per property.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: YES

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

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Approval of the 1st consideration

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

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

ORDINANCE 782

AN ORDINANCE AMENDING CHAPTER 11-3 PROVISIONS OF THE BUILDING AND PROPERTY REGULATIONS OF THE CITY OF GRIMES, IOWA, REGARDING THE ADOPTION OF THE GRIMES RENTAL PROGRAM

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Chapter 11-3 which defines the requirements for the Grimes Rental Program.

SECTION 2. Amendment. The Grimes Code of Ordinance Chapter 11-3 is amended.

See attached Exhibit A

SECTION 3. Amendment. As part of making the City of Grimes Code of Ordinances available online, editors may make certain formatting and typographical changes, such as renumbering or re-designating sections; adding or modifying subsection headings; modifying bracketed or referenced citations for uniformity; or changing cross-references, dates of enactment, or classification information, which are purely technical and do not change the meaning of the Code.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 5. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this___day of _____and approved on this___ day of ____, 2023.

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

11-3 Grimes Rental Program

Contents:

11-3-1 Purpose
11-3-2 Scope
11-3-3 Code Adopted
11-3-4 Code Reference
11-3-5 Interpretations
11-3-6 Indemnification
11-3-7 Building Inspector
11-3-8 Deletions
11-3-9 Amendments, Modifications, Additions, Deletions and Definitions
11-3-10 Rental Certification Requirements and Conditions
11-3-11 Inspections
11-3-12 Complaint by Tenant
11-3-13 Collection of Fees, Fines and Costs
11-3-14 Appeals
11-3-15 Violations

Draft

11-3-1 Purpose

~~Pursuant to published notice and public hearing as required by law, the 2018 International Property Maintenance Code is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended. An official copy of the 2018 International Property Maintenance Code is on file in the office of the Clerk.~~

In compliance with Chapter 364.17 of the Iowa Code, it is the purpose of this chapter to require property owners, their agents and others who rent residential dwelling/sleeping units to meet their responsibilities with respect to premise safety and to provide for inspection as a means of compelling compliance therewith. It is not the purpose of this chapter to create any duty on the part of the City, its officers, agents or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the City, its officers, agents or employees, to premises' occupants, owners, tenants or any other person.

11-3-2 Scope

~~The following deletions, modifications and amendments are made to the International Property Maintenance Code, 2018 Edition, herein after referred to as the IPMC.~~

1. ~~Section 101, Title; insert City of Grimes, Iowa as name of jurisdiction.~~
2. ~~Section 102 of IPMC, "Applicability, Sub-section 102.1 General," by inserting the following after the first paragraph:~~

   ~~Partial Invalidity: In the event that any part or provision of this code is held to be illegal or void, this shall not cause any other part or provision of this code to illegal or void.~~

3. Amend Section 102.3 by deleting "International Zoning Code" and inserting "applicable codes that are adopted by the City of Grimes".
4. Amend Section 102 Applicability by adding the following subsection thereto:

   Section 102.11 Permits required. No or structures regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate permit for each building or structure has been obtained from the Building Official in the manner and according to the applicable conditions prescribed in the Building Codes.
5. Section 103.1, General is amended by deleting "the department of property maintenance inspection" and inserting "Building Department," and by replacing "Code Official" with "Building Official". Throughout this code wherever these words appear this is how they shall be interpreted.
6. Amend Section 104.2, Inspections of the IPMC, by inserting the following after the first paragraph:

   Personnel currently employed by the City of Grimes and actively working in the Building Department as a Building Inspector, Building Official, or working in the Fire Department as a Fire Fighter, Fire Marshall or Fire Chief or any similar position as determined by the City, are hereby deemed as qualified, certified, licensed or otherwise authorized to perform electrical, mechanical, plumbing, fire, building, rental housing and property maintenance inspections and to perform any similar duties necessary to enable compliance with the adopted code provisions of the City, and to fulfill the duties and responsibilities specifically listed in the job descriptions of said personnel.
7. Delete Chapter 113 Board of Appeals - Replace with:

   City Ordinance Chapter 3-6 Board of Appeals

   Add: 111.1 Application for appeal.

   Any person directly affected by a decision of the Code Official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.
8. Section 202 general Definitions shall be amended by adding the following subparagraphs thereto:

   "Apartment House" is any building or portions thereof that contains three or more Rental Dwelling Units, and for the purpose of this code, includes Residential Condominiums and Townhomes.

   "Rental Dwelling Unit(s)" is any building or portion thereof that contain living facilities, including provisions for sleeping, eating, cooking and sanitation as required by this code and rented for monetary compensation.

   "Congregate Residence" is any building or portion thereof that contain facilities for living, sleeping and sanitation, as required by this code, and may include facilities for eating and cooking, for occupancy by other than a family. A congregate residence may be a shelter, covenant, monastery, dormitory, fraternity or sorority house, but does not include jails, hospitals, nursing homes or lodging houses.
9. Section 302.4 Weeds is amended by deleting and inserting "12 inches".
10. Section 303.2 Enclosures is amended by inserting the following sentence to the exception: "This is at the discretion of the Building Official".
11. Section 304.12 Amend Handrails and Guardrails by adding the following sentence thereto:

Draft

~~"Handrails and guard rails shall meet the requirement of the International Building or Residential Code enforced at the time of inspection. Exception: For buildings constructed prior to adoption of this Chapter, handrails/guardrails, which are structurally sound and provide the same height and opening protection as was required by the building code when the structure was originally constructed."~~

12. ~~Section 307.1 General is amended by deleting the paragraph and exception and inserting the following paragraph thereto:~~

    ~~"Handrails and guardrails shall meet the requirement of the International Building or Residential Code enforced at the time of inspection. Exception: For buildings constructed prior to adoption of this Chapter, handrails/guardrails, which are structurally sound and provide the same height and opening protection as was required by the building code when the structure was originally constructed."~~

13. ~~Section 602.3 Heat Supply and 602.4 Occupied Work Spaces shall be amended by inserting September 1st through May 30th for the [DATE] to [DATE] in each section.~~

14. ~~Section 604.2 Service shall be amended by adding the following sentence thereto:~~

    ~~"Single-Family, Duplex and Row Townhomes shall have a minimum of 100 amperes."~~

15. ~~Section 604.2 Service is amended by inserting the following subparagraph thereto:~~

    ~~"Exception: For buildings constructed prior to the adoption of this Chapter, services that are below 100 Amps but no less than 60 Amps, and in good, safe and operational order as required by the building code when the structure was originally constructed."~~

16. ~~Section 605.2 Receptacles is amended by inserting the following subparagraph thereto:~~

    ~~"All general purpose outlets requiring GFCI protection as required by the National Electric Code enforced at the time of inspection shall be in place."~~

    The provisions of this chapter shall apply to the maintenance, repair, equipment, use, and occupancy of all residential rental buildings and accessory structures now in existence or hereafter constructed, habilitated, renovated, or converted to residential use within the corporate limits, including, but not limited to, single- and two-family dwellings, multiple-family dwellings and rooming/sleeping units with the following exceptions:

    1. Single-family dwellings occupied by the owner, or members of that owner's immediate family. Such members are defined as parents, grandparents, children, and grandchildren.

    2. A duplex, at least one of the units of which is occupied by the owner, and the other unit is occupied by a member of that owner's immediate family. Such members are defined as parents, grandparents, children, and grandchildren.

    3. Transient shelters and group homes subject to state licensing.

    4. Hotels, motels, extended stay hotels, and other similar uses subject to state licensing.

11-3-3 Code Adopted

The Building Official, Fire Chief and/or their designated representative are hereby authorized and directed to enforce all the provisions of this chapter. For such purposes, the Building Official, Fire Chief and/or their designated representative shall have the power to render interpretations of this chapter and to adopt and enforce rules and supplemental regulations to clarify the applications of its provisions.

1. Inspections shall not be conducted with a minor as the sole representative of the owner(s)/agent. Inspections shall not be conducted against the will of the tenant without the building owner(s)/agent being present. Inspections shall not be conducted without prior notice to the tenant, as required by Iowa Law.
2. When receiving or responding to complaints from rental property tenants, the City will typically intervene only if the tenant has presented their concerns in writing to the owner(s)/agent with a ten (10) day notice to respond, and the owner(s)/agent has failed to respond. Exception: Life/Fire safety issues such as smoke detectors, blocked exits, exposed wiring or similar.

For the purposes of this Residential Rental Code, the International Property Maintenance Code (IPMC) 2021 Edition and Appendix A therein along with the other provisions within this chapter are hereby adopted and shall be further known as the City of Grimes Residential Rental Code. An official copy of the International Property Maintenance Code, 2021 Edition, as adopted, and a certified copy of this chapter can be viewed in the Development Services Department.

11-3-4 Code Reference

When it is necessary to make an inspection to enforce the provisions of this code, or when the Building Official has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation to this code that makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premise be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

1. Building Codes Referenced. The International Building Code, International Residential Code, International Fire Code, National Electric Code, International Plumbing Code, International Mechanical Code, and International Fuel Gas Code that are adopted and enforced at the time of inspection are adopted, as referenced for requirements, location, and maintenance of building elements needed to provide structural, fire, and building safety for occupants. This includes, but is not limited to, stairways, smoke detectors, sprinklers, handrails/guardrails, lighting, and exits unless otherwise stated in this chapter.

2. Public Health. Those nuisances and public health conditions not addressed by this Code of Ordinances shall be governed and regulated by the respective County Department(s) of Health.

11-3-5 Interpretations

Whenever any building or structure or equipment therein regulated by this code is being used contrary to the provisions of or does not meet the requirements of the Grimes Code of Ordinances, the Building Official may order repairs to remedy said infraction or may order such use discontinued and the structure, or the portion thereof, vacated by notice served on any person causing such use to be continued. Such person shall discontinue the use or remedy the infraction within a time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof comply with the requirements of this code. If the property is a rental unit or structure the Building Official shall have the power to start eviction proceedings.

1. In interpreting and applying the provisions of this chapter, such provisions shall be held to the minimum requirements for the promotion of the public health, safety, and welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.

2. These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule, or regulation, statute, private covenants, or other provision of law except as provided in these regulations. If a conflict between requirements appears within this chapter, the most restrictive requirement shall prevail.

3. Information erroneously presented by any official or employee of the City does not negate or diminish the provisions of this chapter pertaining thereto.

4. Whenever a number of days is specified in this chapter, or in any permit, condition of approval or notice issued or given as set forth in this chapter, such number of days shall be deemed to be consecutive calendar days, unless otherwise specified.

5. Whenever application of this chapter results in standards being expressed in fractions of whole numbers, such fractions are to be rounded to the next higher whole number.

6. No action of the City, its City Council, Development Services Department staff, or the Board of Appeals shall be deemed invalid by reason of failure to comply with or conform to the provisions of this chapter, provided that the procedural requirements of the Code of Iowa have been met.

7. It is the intent of this chapter that all questions of interpretation and enforcement shall be first presented to the administrative official, and that such questions shall be presented to the Board of Appeals only on appeal from the decision of the administrative official and that recourse from the decision of the Board of Appeals shall be as provided by law.

11-3-6 Indemnification

~~Tenants can and shall be evicted from the premises by the Building Official after proper notice of violations. Shall it become necessary for the Building Official to proceed with eviction procedures, all legal and actual cost associated with the action shall be paid in full by the owners, agents or others prior to any tenant being allowed to reoccupy the structure. If the owners, agents or others fail to pay all cost after the 3rd notice the City of Grimes shall have the right to apply a lien on said property all cost associated with the action.~~

The applicant for any rental certificate under this chapter, by making such application, assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with or related to the issuance of such rental certificate or the doing of anything thereunder, or the failure of such applicant, or the agents, employees, or servants of such applicant, to abide by or comply with any of the provisions of this chapter or any other ordinance of the City; and such applicant, by making such application, forever indemnifies the City, its officers and employees and agrees to save it and them harmless from any and all claims, demands, lawsuits, or liability whatsoever for any loss, damage, injury or death, costs and expenses, by reason of the foregoing even though acts or omissions of the City, its officers or employees may have caused or contributed thereto. The foregoing provisions shall be deemed to be a part of any certificate issued under this chapter whether expressly recited therein or not.

11-3-7 Building Inspector

~~The provisions of this chapter shall not apply to the United States of America and the State of Iowa or any of their agencies.~~

It shall be the duty of the Building Official, appointed under provisions and direction of the Development Services Director, to administer and enforce the provisions of this chapter and to make any required inspections or tests. For the purposes of this Residential Rental Code they may also be referred to as the Code Official. A person or persons may be appointed as assistants or agents of the Building Official or Development Services Director as may be necessary to carry out the provisions of this chapter. For the purpose of making inspections, tests, or otherwise discharging their official duties, the Code Official or inspector shall have the right to enter at any time any building, site, or manhole upon notifying the company or individual owning or having charge or control of the same.

11-3-8 Deletions

~~An owner's failure to comply with the provisions of Section 11-3-4 or Section 11-3-5 constitutes a municipal infraction of the City of Grimes Ordinance. A municipal infraction shall subject the owner to a civil penalty as set forth in Grimes Code of Ordinances Chapter 1-3.~~

The following sections are deleted from the International Property Maintenance Code, 2021 Edition, and are of no force or effect in this chapter:

1. Section 103 Department of Property Maintenance.

2. Section 106 Violations.

3. Section 111 Means of Appeal.

11-3-9 Amendments, Modifications, Additions, Deletions and Definitions

~~11-3-9~~

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~~[There are no ordinances associated with this section.]~~

The following amendments, modifications, and additions to the International Property Maintenance Code (IPMC) 2021, Edition, are hereby made:

1. Amend Section 101. Title, by inserting City of Grimes, Iowa as name of jurisdiction.

2. Amend Section 101. Scope, by deleting "residential and nonresidential" and replacing it with "residential rental" so that the scope of this chapter and Residential Rental Code is limited to rental housing only.

3. Amend Section 102.1 of IPMC, "Applicability, Sub-section 102.1 General," by inserting the following after the first paragraph: Partial Invalidity: In the event that any part or provision of this code is held to be illegal or void, this shall not cause any other part or provision of this code to illegal or void.

4. Amend Section 102.11 Applicability by adding the following subsection thereto: Section 102.11 Permits required. No or structures regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate permit for each building or structure has been obtained from the Building Official in the manner and according to the applicable conditions prescribed in the Building Codes.

5. Amend Section 102. By deleting "International Zoning Code" and inserting "applicable codes that are adopted by the City of Grimes."

6. Amend Section 103.1. General, by deleting "the department of property maintenance inspection" and inserting "Development Services Department."

7. Amend Section 104.2, Inspections of the IPMC, by inserting the following after the first paragraph: Personnel currently employed by the City of Grimes and actively working in the Building Department as a Building Inspector, Building Official, or working in the Fire Department as a Fire Fighter, Fire Marshall or Fire Chief or any similar position as determined by the City, are hereby deemed as qualified, certified, licensed or otherwise authorized to perform electrical, mechanical, plumbing, fire, building, rental housing and property maintenance inspections and to perform any similar duties necessary to enable compliance with the adopted code provisions of the City, and to fulfill the duties and responsibilities specifically listed in the job descriptions of said personnel.

8. Amend Section 112.4. Failure to Comply, by deleting "shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars" and adding the following sentence thereto: "Failure to comply with a rental housing inspection order is a violation and is considered a municipal infraction."

9. Delete Chapter 113 Board of Appeals - Replace with: City Ordinance Chapter 3-6 Board of Appeals

10. Add: 111.1 Application for appeal. Any person directly affected by a decision of the Code Official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

11. Amend Section 202. General Definitions, by adding the following definitions:

"Agent" means an individual of legal majority who has been designated by the owner as the agent of the owner or manager of the property under the provisions of this chapter.

"Apartment house or multi-family residence" means any building or portion thereof which is designed, rented, leased, ~~or~~ hired out to be occupied, or which is occupied as a dwelling or residence of two or more families living independently of each other and doing their own cooking in said building.

"Bed and breakfast" means an owner-occupied dwelling unit that contains more than one guest room where lodging, with or without meals, is provided for compensation.

"Dwelling unit" means a single unit providing complete independent living facilities for a family, including permanent provisions for living, sleeping, eating, cooking, and sanitation. For the purposes of this definition, a bed, day bed, couch, futon, or other similar multipurpose sleeping furniture shall constitute the provisions for sleeping. Similarly, a hotplate, microwave, toaster oven, or similar cooking appliance shall constitute the provisions for cooking.

"Hotel" means one or more buildings containing six or more guest rooms, with such rooms being designed, intended to be used, or are used as temporary or overnight accommodations for guests in which daily services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a 24 hour daily basis are provided by the management. Access to all rooms shall be provided through one or more common entrance(s). All hotels shall be licensed and inspected by the State of Iowa in accordance with Chapter 137C of the Code of Iowa.

"Hotel, extended stay" means one or more buildings containing six or more guest rooms with the provisions necessary for living, sleeping, eating, cooking, and sanitation, with such guest rooms being designed, intended to be used, or are used as a temporary residence not exceeding six months, which weekly services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a 24 hour daily basis are provided by the management. Access to all rooms shall be provided through one or more common entrance(s). All extended stay hotels shall be licensed and inspected by the State of Iowa in accordance with Chapter 137C of the Code of Iowa.

"Kitchen" means any room or portion of rooms which are occupied or are intended and designed to be used for cooking and preparation of food, including any room having a sink and provisions for either a gas or electric stove.

In addition to the above definitions, the following criteria shall be utilized to determine if the intent of a single family dwelling unit has been met:

There shall not be more than one kitchen for each single family zoned property address with the following exception: additional sinks, wet-bars, or kitchen areas will not be considered an additional kitchen provided walls, floors, and locking doors, as specified below, do not separate the dwelling into multiple tenant use.

There shall not be more than one electric meter, gas meter, or water meter for each single family zoned property address.

There shall not be any walls or floor/ceiling assemblies in any single family zoned property address, which separates the one-family dwelling into more than one unit. Determining factors shall include locked or locking interior doors and separate entrances, which make portions of the unit inaccessible to all "family" members.

"Motel" means one or more buildings containing six or more guest rooms, with such rooms being designed, intended to be used, or are used as temporary or overnight accommodations for guests in which daily services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a 24 hour daily basis are provided by the management. Individual access to each room shall be provided from outside of the building. Each room may be equipped with cooking facilities. All motels shall be licensed and inspected by the State of Iowa in accordance with Chapter 137C of the Code of Iowa.

"Rental certificate" means a certificate that is issued by the Development Services Department after written application if the dwelling unit, at the date of such application, is entitled thereto. Such a certificate shall thereafter be known as a rental certificate.

"Rental unit" means any house or building or portion thereof which is occupied in whole or part as a home or residence of one or more tenants, on a rental basis, or when, in return for housing, a tenant agrees to occupy and maintain the premises and pay utilities. A dwelling unit that is being rented for a period of 90 days or less in a single calendar year or a portion of such dwelling unit shall be exempt from this chapter.

"Tenant" means: (i) a person occupying a dwelling unit who pays (or has payments made on their behalf) a stated payment at fixed intervals for the use of the dwelling unit; or (ii) a person occupying a dwelling unit owned by another individual, who, in return for housing, agrees to occupy and maintain the premises and pay utilities.

12. Amend Section 302.4. Weeds, by deleting "jurisdiction to insert height in inches" and inserting "twelve inches on the average."

13. Amend Section 303.2., by deleting Enclosures and inserting "Enclosures, covers, and gates protecting swimming pools and hot tubs and spas shall be installed and maintained in accordance with Title 11 of the city code."

14. Amend Section 304.14. Insect Screens, by inserting "April 1st to November 1st" as applicable dates.

15. Amend 307.1 Handrails and Guardrails by delete this section and insert the following "General. Existing handrails and guardrails as constructed in accordance with standards in place at the time of the building's construction may be maintained. Handrails and guardrails undergoing any change, remodel or replacement shall be installed in accordance with the Grimes Building Code."

16. Amend Section 404.4.1 Room Area by Delete this section and insert the following: Every living room shall contain not less than 120 square feet and every bedroom shall contain not less than 70 square feet.

17. Amend Section 404.5 Overcrowding by Deleting this section in its entirety, including table 404.5, and replace with the following.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of the following table.

Room Type	Room Area	Maximum Occupant Load
Bedroom	At least 70 sq. ft. but less than 120 sq. ft.	1 per room
Bedroom	120 sq. ft. to 180 sq. ft.	2 per room
Bedroom	180 sq. ft. or more	3 per room
Multipurpose Room	At least 70 sq. ft.	1 per room, not more than 2 per dwelling unit

Draft

See section 202 for bedroom definition

For the purposes of this section, a multi-purpose room may include a living room, den, study, or other similar room that by design or layout is not primarily intended to be used as a bedroom, but that is otherwise habitable and provides accommodations for sleeping such as a bed, daybed, couch, futon or similar multipurpose sleeping furniture.

18. Amend Section 602.3. Heat Supply, by inserting "September 1st to May 30th" as applicable dates.

19. Amend Section 602.4. Occupiable Work Spaces, by inserting "September 1st to May 30th" as applicable dates.

20. Add section 603.7 Corrugated Stainless Steel Tubing (CSST) Corrugated stainless steel tubing shall be bonded to the electrical grounding system or panelboard utilized by the existing electrical service. This shall be done in accordance with the tubing manufacturer's recommendations.

21. Amend Section 604.2 Service by adding the following sentence thereto:

"Single Family, Duplex and Row Townhomes shall have a minimum of 100 amperes."

22. Amend Section 604.2 Service by inserting the following subparagraph thereto: "Exception: For buildings constructed prior to the adoption of this Chapter, services that are below 100 Amps but no less than 60 Amps, and in good, safe and operational order as required by the building code when the structure was originally constructed."

23. Add section 605.2.1 Kitchen Receptacles: All 15 and 20 amp receptacle outlets that serve kitchen countertop areas shall be ground fault circuit interrupter (GFCI) protected.

24. Add section 605.2.2 Bathroom Receptacles: All 15 and 20 amp receptacle outlets located within bathrooms shall be ground fault circuit interrupter (GFCI) protected.

25. Add section 605.2.3 Other Receptacle Outlet: All 15 and 20 amp receptacle outlets located within 6' of a sink shall be ground fault circuit interrupter (GFCI) protected.

26 . Add section 605.2.4 Garage/Accessory Building Receptacles: All 15 and 20 amp receptacle outlets located within garages/accessory buildings shall be ground fault circuit interrupter (GFCI) protected.

27. Add section 605.2.5 Outdoor Receptacles: All 15 and 20 amp receptacle outlets located outdoors shall be ground fault circuit interrupter (GFCI) protected.

28. Amend Section 705.1 to add the following language to the end of the paragraph: In addition, carbon monoxide alarms and detectors shall be installed in accordance with Code of Iowa Section 661-Chapter 221.

29. Add new Section 705.3 with the following language: 705.3 Installation Locations. Installation locations shall be in conformance with the International Building Code, International Fire Code, International Residential Code, Code of Iowa, and at the location closest to the hazard of an attached garage or fuel-fired appliance.

11-3-10 Rental Certification Requirements and Conditions

~~11-3-10~~

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~~[There are no ordinances associated with this section.]~~

1. Required Registration. After the effective date hereof, no person shall rent, lease, let, operate, or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental inspection certificate issued by the Development Services Department.

2. Issuance. Following submission of a proper registration application, self-inspection checklist on forms provided by the Development Services Department, and review of the residential rental unit for compliance with the provisions of this chapter, the Development Services Department shall issue a rental certificate to the owner.

3. Rental Certificate Displayed. The owner of a multiple-family dwelling shall display a copy of the rental certificate in a common hallway or each building or in the on-site management office. The owner of a single-family or duplex dwelling must be able to show a copy of the rental certificate upon request.

4. New Units. New construction projects, which have received a final inspection and have passed and hold a full certificate of occupancy within the last two years from the adoption date of this chapter and has all required owner/agent information on file with the City, shall be considered to be in compliance with the provisions of this chapter for a period of two years from the adoption date.

5. Expiration. Prior to the expiration date of the rental certificate, the Development Services Department shall mail a renewal notice to the owner advising of the requirements for renewal of the rental certificate. Failure of the owner to complete the requirements for renewal will result in a late payment penalty being applied to the balance owed. If the renewal is not completed within 30 days following expiration of the rental certificate, a notice of violation will be issued to the property owner.

6. Revocation. Any rental certificate may be summarily revoked by the Board of Appeals upon the review of a notice of violation of any provision of this chapter. If, at the discretion of the Building Official, an emergency exists which threatens the immediate health, safety, or general welfare of the occupant(s) or general public, the Building Official may immediately issue an order suspending the rental certificate. Upon issuance of the order, the occupant(s) of the unit(s) shall immediately vacate the premises until the rental certificate is reinstated.

7. Transfer. Rental certificates shall not be transferable to succeeding owners. Rental certificates shall automatically terminate and become null and void, without further action of the City, upon transfer of property ownership or upon execution of an agreement to purchase property on contract.

Every seller of a residential rental property shall give notice to the Development Service Department within seven days after closing or execution of a contract for sale. This notice shall include the name and address of the buyer.

Every buyer of a residential rental property, including contract buyer, shall give notice to the Development Services Department within seven days after closing. This notice shall include the name and address of the buyer and their agent.

8. Outstanding Issues. If an owner has outstanding fees, fines, or violations on any property within the City, the issuance of a rental certificate may be withheld by the Development Services Department.

11-3-11 Inspections

~~11-3-11~~

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~~[There are no ordinances associated with this section.]~~

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1. Self-Inspection. The owner of the rental unit shall provide, on forms provided by the Development Services Department, a certification of self-inspection. The self-inspection checklist shall be provided for every unit being registered, and shall be provided every two (2) years with the submission of registration and certification forms.

2. Audit-Inspection. The Development Services Department shall seek to conduct an audit inspection of every rental unit within the corporate limits of the City every four (4) years. As part of the inspection process, the City may determine to extend or shorten the timeframe to the next scheduled inspection. Factors that may influence the City to inspect more or less frequently include, but are not limited to, the following:

A. Age and condition of building or unit;

B. Inspection history;

C. Tenant/management/resident complaints;

D. Natural disasters such as flooding;

E. Delayed maintenance/repairs, follow-up, or fee payments by the owner.

3. Inspections shall not be conducted with a minor as the sole representative of the owner(s)/agent. Inspections shall not be conducted against the will of the tenant without the building owner(s)/agent being present. Inspections shall not be conducted without prior notice to the tenant, as required by Iowa Law.

11-3-12 Complaint by Tenant

~~11-3-12~~

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~~[There are no ordinances associated with this section.]~~

Unless there are significant health, safety, or general welfare issues, a tenant must first complain to the owner or agent. Complaint forms for that purpose will be available from the Development Services Department.

1. An owner or agent shall have seven days to address the complaint. If the complaint is not remedied to the tenant's satisfaction within ten (10) days, the Development Services Department will schedule an inspection with the tenant and owner. If violations are found, an inspection fee shall be charged to the owner.

2. No person shall pursue an action for eviction because the occupant has reported a violation of this chapter to the Development Services Department.

3. No person shall cause any service, facility, equipment, or utility required under this chapter to be removed, shut off, or discontinued in retaliation for a complaint.

11-3-13 Collection of Fees, Fines and Costs

~~11-3-13~~

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~~[There are no ordinances associated with this section.]~~

1. The fees for activities and services performed by the Development Services Department in carrying out its responsibilities under this Residential Rental Code shall be as indicated in a fee schedule adopted from time to time by the City Council.

2. All fees, fines, penalties, and costs imposed upon an owner in the enforcement of this chapter shall be due when notice of the amount of such fees, fines, penalties, and costs is mailed to the owner.

A. If notice containing the information required by Section 364.17 of the Code of Iowa is given and the total amount of such fees, fines, penalties, and costs is not paid within 30 days of when due, or within 10 days of the final action of the Board of Appeals, then:

1. The owner shall be charged a late payment penalty in the amount set forth in the fee schedule adopted by the City Council from time to time;

2. Interest shall thereafter accrue on the unpaid balance at the rate of 1.5 percent per month; and,

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3. The City may certify the unpaid balance, interest, and late payment penalty to the County Auditor as a lien upon the rental property for collection in the same manner as a property tax.

11-3-14 Appeals

~~11-3-14~~

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~~[There are no ordinances associated with this section.]~~

Any person affected by a decision of the Building Official may request and shall be granted a hearing on the decision before the Board of Appeals as set forth in Chapter 3-6 of this Code of Ordinances. Such appeal shall be taken within 10 days by filing an application request on the forms provided by the Development Services Department. Additionally, the application must be accompanied with the appropriate fee as determined in the fee schedule adopted from time to time by the City Council. An appeal stays all proceedings in furtherance of the action appealed from, unless the Building Official certifies to the Board of Appeals after notice of appeal shall have been filed that by reason of facts stated in the certificate a stay would, in the opinion of the Building Official, cause imminent peril to life or property. In such case proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Appeals or by a court of record on application, on due cause shown.

11-3-15 Violations

~~11-3-15~~

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~~[There are no ordinances associated with this section.]~~

Violations of the provisions of this chapter, or failure to comply with any of its requirements, shall constitute a municipal infraction as set forth in Chapter 1-3 of this Code of Ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that the City seeks court intervention for a violation of any provision of this chapter, the City may seek reimbursement for reasonable attorney fees and additional costs. Nothing herein contained shall prevent the City from taking such other lawful actions as necessary to prevent or remedy violations.

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CITY COUNCIL COMMUNICATION
Meeting Date:04/25/2023

AGENDA ITEM: Resolution #04-3723 Authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2023A, and providing for the levy of taxes to pay the same.

BACKGROUND: Council approved the CIP for FY24 and these bonds provide funding for the projects, including: (a)constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks (the "Projects").

BUDGETARY CONSIDERATIONS: The proposed resolution is necessary to advance the CIP and be able to collect property tax revenue for debt repayment.

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 included the CIP projects funded through this debt. Council held the Public Hearing on March 14, 2023.

STAFF RECOMMENDATION: Staff recommends the sale and issuance of the bonds.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

MINUTES TO AUTHORIZE SALE AND ISSUANCE OF SERIES 2023A BONDS

419952-93

Grimes, Iowa

April 25, 2023

The City Council of the City of Grimes, Iowa, met on April 25, 2023, at 5:30 p.m., at the Grimes Community Complex, 410 SE Main, Grimes, Iowa.

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

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of General Obligation Corporate Purpose Bonds, Series 2023A to be issued in evidence of the City's obligation under a loan agreement, the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder **Final Bid (interest cost)**

(Attached bid tabulation)

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. 04-3723

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of $8,380,000 General Obligation Corporate Purpose Bonds, Series 2023A, and providing for the levy of taxes to pay the same

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa heretofore proposed to enter into a General Obligation Loan Agreement (the "Series 2023A Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,910,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks (the "Projects"), and 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 Series 2023A Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Series 2023A Bonds to be issued in evidence of the City's obligation under the Series 2023A Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of Janney Montgomery Scott LLC, Philadelphia, Pennsylvania (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Series 2023A Loan Agreement and to authorize the issuance of the Series 2023A Bonds;

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

Section 1. The form of agreement of sale of the Series 2023A Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Series 2023A Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of $8,380,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Series 2023A Loan Agreement on behalf of the City, and the Series 2023A Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Series 2023A Bonds, in the aggregate principal amount of $8,380,000, are hereby authorized to be issued in evidence of the City's obligations under the Series 2023A Loan Agreement. The Series 2023A Bonds shall be dated May 11, 2023, shall be issued in the denomination of $5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

Year	Principal Amount	Interest Rate Per Annum	Year	Principal Amount	Interest Rate Per Annum
2024	$370,000	5.00%	2032	$575,000	5.00%
2025	$410,000	5.00%	2033	$605,000	5.00%
2026	$430,000	5.00%	2034	$635,000	5.00%
2027	$450,000	5.00%	2035	$665,000	5.00%
2028	$475,000	5.00%	2036	$700,000	5.00%
2029	$495,000	5.00%	2037	$735,000	4.00%
2030	$520,000	5.00%	2038	$765,000	4.00%
2031	$550,000	5.00%			

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2023A Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Series 2023A Bonds maturing in the years 2032 to 2038, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2023A Bonds of any like maturity are to be redeemed, the particular part of those Series 2023A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2023A Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Series 2023A Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2023A Bond, a new Series 2023A Bond or Series 2023A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2023A Bond. Notice of such redemption as aforesaid identifying the Series 2023A Bond or Series 2023A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Series 2023A Bonds as to which the City reserves and exercises the right of

redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Series 2023A Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2023. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2023A Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2023A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Series 2023A Bonds at the office of the Paying Agent.

The Series 2023A Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Series 2023A Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2023A Bonds shall cease to be such officer before the delivery of the Series 2023A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2023A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2023A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Series 2023A Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2023A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Series 2023A Bonds shall be issued initially as Depository Bonds, with one fully registered Series 2023A Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Series 2023A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Series 2023A Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2023A Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver

replacement Series 2023A Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Series 2023A Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2023A Bonds.

Ownership interests in the Series 2023A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2023A Bonds as nominees will not receive certificated Series 2023A Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Series 2023A Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2023A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2023A Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2023A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2023A Bonds acquired. Transfers of ownership interests in the Series 2023A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2023A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Series 2023A Bonds shall be in substantially the following form:

(Form of Series 2023A Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2023A

No. _____ $_____

RATE	MATURITY DATE	BOND DATE	CUSIP
____%	June 1, _____	May 11, 2023	398526 ___

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2023, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2023A (the "Series 2023A Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of May 11, 2023 (the "Series 2023A Loan Agreement"), entered into by the City 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; and (c) undertaking improvements to existing municipal parks.

The Series 2023A Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on April 25, 2023, authorizing and approving the Series 2023A Loan Agreement and providing for the issuance and securing the payment of the Series 2023A Bonds (the "Series 2023A Resolution"), and reference is hereby made to the Series 2023A Resolution and the Series 2023A Loan Agreement for a more complete statement as to the source of payment of the Series 2023A Bonds and the rights of the owners of the Series 2023A Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Series 2023A Bonds maturing in the years 2032 to 2038, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2023A Bonds of any like maturity are to be redeemed, the particular part of those Series 2023A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2023A Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Series 2023A Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2023A Bond, a new Series 2023A Bond or Series 2023A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2023A Bond. Notice of such redemption as aforesaid identifying the Series 2023A Bond or Series 2023A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Series 2023A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of May 11, 2023.

CITY OF GRIMES, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2023A Bonds described in the within-mentioned Series 2023A Resolution.

UMB BANK, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____ (Minor)
			under Uniform Transfers to Minors Act	
				_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

_____

(Please print or type name and address of Assignee)

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

_____

_____

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

_____

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Series 2023A Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds ($9,356,517.15), including net original issue premium ($976,517.15) (the "Loan Proceeds"), and all action heretofore taken in connection with the Series 2023A Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds ($48,307.26) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds ($9,251,209.89) (the "Project Proceeds) received from the sale of the Series 2023A Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Series 2023A Bonds.

The remainder of the Loan Proceeds ($57,000) (the "Cost of Issuance Proceeds"), received from the sale of the Series 2023A Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Series 2023A Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Series 2023A Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Series 2023A Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. 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 Series 2023A Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $795,500;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $795,000;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $793,500;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $796,000;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $792,250;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $792,500;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $796,500;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $794,000;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $795,250;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $795,000;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $793,250;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $795,000;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $795,000; and

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $795,600.

(Such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2023).

Section 9. A certified copy of this resolution shall be filed with the County Auditors of Dallas and Polk Counties, and the County Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2023A Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2023A Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Chapter 403 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2023A Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Series 2023A Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Series 2023A Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2023A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2 12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Series 2023A Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved April 25, 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 as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing the Series 2023A Loan Agreement and providing for the sale and issuance of $8,380,000 General Obligation Corporate Purpose Bonds, Series 2023A of the City evidencing the City's obligation under the Series 2023A Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Series 2023A Loan Agreement, to issue the Series 2023A Bonds or to levy taxes to pay the principal of and interest on the Series 2023A Bonds.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2023, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 25, 2023, entitled: "Resolution authorizing and approving Series 2023A Loan Agreement, providing for the sale and issuance of $8,380,000 General Obligation Corporate Purpose Bonds, Series 2023A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2023.

WITNESS MY HAND this _____ day of _____, 2023.

_____

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2023, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 25, 2023, entitled: "Resolution authorizing and approving the Series 2023A Loan Agreement, providing for the sale and issuance of $8,380,000 General Obligation Corporate Purpose Bonds, Series 2023A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2023.

WITNESS MY HAND this _____ day of _____, 2023.

_____

County Auditor

REGISTRAR / PAYING AGENT AGREEMENT – SERIES 2023A

THIS AGREEMENT is made and entered into this May 11, 2023 (the "Dated Date") by and between the City of Grimes, Iowa hereinafter called "ISSUER", and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $8,380,000 General Obligation Corporate Purpose Bonds, Series 2023A hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, n.a.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Grimes, Iowa
Attn: City Clerk
City Hall
101 NE Harvey Street
Grimes, Iowa 50111

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF GRIMES, IOWA

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By:_____
Authorized Signatory

PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

• Book Entry Bonds	$300 initial/$600 annual
• Registered/Private Placement Bonds	$500 initial/$600 annual

*Initial Fees charged at Closing
*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

• Placement of CDs or Sinking Funds	$500 per set up/outside UMB
• Late Payments	$100
• Optional or Partial Redemption	$300
• Mandatory Redemption	$100
• Early Termination/Full Call	$500
• Paying Costs of Issuance	$500 one-time fee

SERVICES AVAILABLE UPON REQUEST

• Dissemination Agent	$1,000 annual

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

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 $8,380,000 General Obligation Corporate Purpose Bonds, Series 2023A and $14,355,000 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_____
Scott Mikkelsen, Mayor

Attest:

By_____
Rochelle Williams, City Clerk

SERIES 2023A LOAN AGREEMENT

This Loan Agreement is entered into as of May 11, 2023, by and between the City of Grimes, Iowa (the "City"), and Janney Montgomery Scott LLC, Philadelphia, Pennsylvania as Purchaser (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of $8,380,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2023A, in the aggregate principal amount of $8,380,000 (the "Series 2023A Bonds").

2. The City has adopted a resolution on April 25, 2023 (the "Series 2023A Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Series 2023A Bonds and the levy of taxes to pay the principal of and interest on the Series 2023A Bonds for the purpose or purposes set forth in the Series 2023A Resolution. The Series 2023A Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Series 2023A Resolution. In and by the Series 2023A Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Series 2023A Bonds as the same will respectively become due.

3. The Series 2023A Bonds, in substantially the form set forth in the Series 2023A Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Series 2023A Bonds shall be dated May 11, 2023, shall be in denominations of $5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Series 2023A Bonds and the Series 2023A Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF GRIMES, IOWA

By_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

JANNEY MONTGOMERY SCOTT LLC
Philadelphia, Pennsylvania

By _____

_____
(Print Name and Title)

SOURCES AND USES OF FUNDS

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Dated Date	05/11/2023
Delivery Date	05/11/2023

Sources:

Bond Proceeds:	
Par Amount	8,380,000.00
Premium	976,517.15
	9,356,517.15

Uses:

Project Fund Deposits:	
Project Fund	9,250,000.00
Delivery Date Expenses:	
Cost of Issuance	57,000.00
Underwriter's Discount	48,307.26
	105,307.26
Other Uses of Funds:	
Rounding	1,209.89
	9,356,517.15

BOND SUMMARY STATISTICS

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Dated Date	05/11/2023
Delivery Date	05/11/2023
Last Maturity	06/01/2038
Arbitrage Yield	2.904501%
True Interest Cost (TIC)	3.249796%
Net Interest Cost (NIC)	3.474849%
All-In TIC	3.334613%
Average Coupon	4.709408%
Average Life (years)	8.972
Weighted Average Maturity (years)	8.970
Duration of Issue (years)	7.369
Par Amount	8,380,000.00
Bond Proceeds	9,356,517.15
Total Interest	3,540,794.44
Net Interest	2,612,584.55
Total Debt Service	11,920,794.44
Maximum Annual Debt Service	796,500.00
Average Annual Debt Service	791,787.08
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.764589
Total Underwriter's Discount	5.764589
Bid Price	111.076490

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*	*PV of 1 bp change*
Bond Component	8,380,000.00	111.653	4.70940784%	8.972	5,326.55
	8,380,000.00			8.972	5,326.55

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,380,000.00	8,380,000.00	8,380,000.00
+ Accrued Interest			
+ Premium (Discount)	976,517.15	976,517.15	976,517.15
- Underwriter's Discount	-48,307.26	-48,307.26	
- Cost of Issuance Expense		-57,000.00	
- Other Amounts			
Target Value	9,308,209.89	9,251,209.89	9,356,517.15
Target Date	05/11/2023	05/11/2023	05/11/2023
Yield	3.249796%	3.334613%	2.904501%

BOND PRICING

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Bond Component	*Maturity Date*	*Amount*	*Rate*	*Yield*	*Price*	*Yield to Maturity*	*Call Date*	*Call Price*	*Premium (-Discount)*
Bond Component:									
	06/01/2024	370,000	5.000%	3.000%	102.061				7,625.70
	06/01/2025	410,000	5.000%	2.660%	104.649				19,060.90
	06/01/2026	430,000	5.000%	2.550%	107.156				30,770.80
	06/01/2027	450,000	5.000%	2.490%	109.623				43,303.50
	06/01/2028	475,000	5.000%	2.460%	112.003				57,014.25
	06/01/2029	495,000	5.000%	2.410%	114.510				71,824.50
	06/01/2030	520,000	5.000%	2.400%	116.781				87,261.20
	06/01/2031	550,000	5.000%	2.460%	118.457				101,513.50
	06/01/2032	575,000	5.000%	2.500%	118.136 C	2.726%	06/01/2031	100.000	104,282.00
	06/01/2033	605,000	5.000%	2.550%	117.737 C	2.949%	06/01/2031	100.000	107,308.85
	06/01/2034	635,000	5.000%	2.620%	117.181 C	3.148%	06/01/2031	100.000	109,099.35
	06/01/2035	665,000	5.000%	2.790%	115.843 C	3.388%	06/01/2031	100.000	105,355.95
	06/01/2036	700,000	5.000%	2.970%	114.447 C	3.603%	06/01/2031	100.000	101,129.00
	06/01/2037	735,000	4.000%	3.650%	102.421 C	3.776%	06/01/2031	100.000	17,794.35
	06/01/2038	765,000	4.000%	3.750%	101.722 C	3.848%	06/01/2031	100.000	13,173.30
		8,380,000							976,517.15

Dated Date	05/11/2023	
Delivery Date	05/11/2023	
First Coupon	12/01/2023	
Par Amount	8,380,000.00	
Premium	976,517.15	
Production	9,356,517.15	111.652949%
Underwriter's Discount	-48,307.26	-0.576459%
Purchase Price	9,308,209.89	111.076490%
Accrued Interest		
Net Proceeds	9,308,209.89	

BOND DEBT SERVICE

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Dated Date	05/11/2023
Delivery Date	05/11/2023

Period Ending	*Principal*	*Coupon*	*Interest*	*Debt Service*	*Annual Debt Service*
12/01/2023			224,444.44	224,444.44	
06/01/2024	370,000	5.000%	202,000.00	572,000.00	796,444.44
12/01/2024			192,750.00	192,750.00	
06/01/2025	410,000	5.000%	192,750.00	602,750.00	795,500.00
12/01/2025			182,500.00	182,500.00	
06/01/2026	430,000	5.000%	182,500.00	612,500.00	795,000.00
12/01/2026			171,750.00	171,750.00	
06/01/2027	450,000	5.000%	171,750.00	621,750.00	793,500.00
12/01/2027			160,500.00	160,500.00	
06/01/2028	475,000	5.000%	160,500.00	635,500.00	796,000.00
12/01/2028			148,625.00	148,625.00	
06/01/2029	495,000	5.000%	148,625.00	643,625.00	792,250.00
12/01/2029			136,250.00	136,250.00	
06/01/2030	520,000	5.000%	136,250.00	656,250.00	792,500.00
12/01/2030			123,250.00	123,250.00	
06/01/2031	550,000	5.000%	123,250.00	673,250.00	796,500.00
12/01/2031			109,500.00	109,500.00	
06/01/2032	575,000	5.000%	109,500.00	684,500.00	794,000.00
12/01/2032			95,125.00	95,125.00	
06/01/2033	605,000	5.000%	95,125.00	700,125.00	795,250.00
12/01/2033			80,000.00	80,000.00	
06/01/2034	635,000	5.000%	80,000.00	715,000.00	795,000.00
12/01/2034			64,125.00	64,125.00	
06/01/2035	665,000	5.000%	64,125.00	729,125.00	793,250.00
12/01/2035			47,500.00	47,500.00	
06/01/2036	700,000	5.000%	47,500.00	747,500.00	795,000.00
12/01/2036			30,000.00	30,000.00	
06/01/2037	735,000	4.000%	30,000.00	765,000.00	795,000.00
12/01/2037			15,300.00	15,300.00	
06/01/2038	765,000	4.000%	15,300.00	780,300.00	795,600.00
	8,380,000		3,540,794.44	11,920,794.44	11,920,794.44

PROOF OF ARBITRAGE YIELD

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Date	*Debt Service*	*Present Value to 05/11/2023 @ 2.9045007152%*
12/01/2023	224,444.44	220,877.48
06/01/2024	572,000.00	554,851.69
12/01/2024	192,750.00	184,295.02
06/01/2025	602,750.00	568,060.69
12/01/2025	182,500.00	169,534.74
06/01/2026	612,500.00	560,841.63
12/01/2026	171,750.00	155,013.39
06/01/2027	621,750.00	553,129.18
12/01/2027	160,500.00	140,742.13
06/01/2028	635,500.00	549,291.61
12/01/2028	148,625.00	126,624.46
06/01/2029	643,625.00	540,501.55
12/01/2029	136,250.00	112,781.76
06/01/2030	656,250.00	535,438.98
12/01/2030	123,250.00	99,121.05
06/01/2031	4,588,250.00	3,637,176.48
12/01/2031	15,300.00	11,954.93
06/01/2032	15,300.00	11,783.80
12/01/2032	15,300.00	11,615.12
06/01/2033	15,300.00	11,448.85
12/01/2033	15,300.00	11,284.97
06/01/2034	15,300.00	11,123.43
12/01/2034	15,300.00	10,964.20
06/01/2035	15,300.00	10,807.25
12/01/2035	15,300.00	10,652.55
06/01/2036	15,300.00	10,500.06
12/01/2036	15,300.00	10,349.76
06/01/2037	15,300.00	10,201.61
12/01/2037	15,300.00	10,055.57
06/01/2038	780,300.00	505,493.20
	11,251,894.44	9,356,517.15

Proceeds Summary

Delivery date	05/11/2023
Par Value	8,380,000.00
Premium (Discount)	976,517.15
Target for yield calculation	9,356,517.15

PROOF OF ARBITRAGE YIELD

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Assumed Call/Computation Dates for Premium Bonds

Bond Component	*Maturity Date*	*Rate*	*Yield*	*Call Date*	*Call Price*	*Yield To Call/Maturity*
BOND	06/01/2032	5.000%	2.500%	06/01/2031	100.000	2.5000675%
BOND	06/01/2033	5.000%	2.550%	06/01/2031	100.000	2.5500515%
BOND	06/01/2034	5.000%	2.620%	06/01/2031	100.000	2.6200370%
BOND	06/01/2035	5.000%	2.790%	06/01/2031	100.000	2.7900712%
BOND	06/01/2036	5.000%	2.970%	06/01/2031	100.000	2.9699619%
BOND	06/01/2037	4.000%	3.650%	06/01/2031	100.000	3.6500837%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	*Maturity Date*	*Rate*	*Yield*	*Call Date*	*Call Price*	*Yield To Call/Maturity*	*Increase to Yield*
BOND	06/01/2032	5.000%	2.500%			2.7260815%	0.2260140%
BOND	06/01/2033	5.000%	2.550%			2.9485681%	0.3985166%
BOND	06/01/2034	5.000%	2.620%			3.1475661%	0.5275290%
BOND	06/01/2035	5.000%	2.790%			3.3880246%	0.5979533%
BOND	06/01/2036	5.000%	2.970%			3.6028240%	0.6328621%
BOND	06/01/2037	4.000%	3.650%			3.7762254%	0.1261417%

FORM 8038 STATISTICS

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Dated Date	05/11/2023
Delivery Date	05/11/2023

Bond Component	*Date*	*Principal*	*Coupon*	*Price*	*Issue Price*	*Redemption at Maturity*
Bond Component:						
	06/01/2024	370,000.00	5.000%	102.061	377,625.70	370,000.00
	06/01/2025	410,000.00	5.000%	104.649	429,060.90	410,000.00
	06/01/2026	430,000.00	5.000%	107.156	460,770.80	430,000.00
	06/01/2027	450,000.00	5.000%	109.623	493,303.50	450,000.00
	06/01/2028	475,000.00	5.000%	112.003	532,014.25	475,000.00
	06/01/2029	495,000.00	5.000%	114.510	566,824.50	495,000.00
	06/01/2030	520,000.00	5.000%	116.781	607,261.20	520,000.00
	06/01/2031	550,000.00	5.000%	118.457	651,513.50	550,000.00
	06/01/2032	575,000.00	5.000%	118.136	679,282.00	575,000.00
	06/01/2033	605,000.00	5.000%	117.737	712,308.85	605,000.00
	06/01/2034	635,000.00	5.000%	117.181	744,099.35	635,000.00
	06/01/2035	665,000.00	5.000%	115.843	770,355.95	665,000.00
	06/01/2036	700,000.00	5.000%	114.447	801,129.00	700,000.00
	06/01/2037	735,000.00	4.000%	102.421	752,794.35	735,000.00
	06/01/2038	765,000.00	4.000%	101.722	778,173.30	765,000.00
		8,380,000.00			9,356,517.15	8,380,000.00

	Maturity Date	*Interest Rate*	*Issue Price*	*Stated Redemption at Maturity*	*Weighted Average Maturity*	*Yield*
Final Maturity	06/01/2038	4.000%	778,173.30	765,000.00		
Entire Issue			9,356,517.15	8,380,000.00	8.9699	2.9045%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	105,307.26
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

UNDERWRITER'S DISCOUNT

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Underwriter's Discount	*$/1000*	*Amount*
Other Underwriter's Discount	5.76459	48,307.26
	5.76459	48,307.26

COST OF ISSUANCE

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A
FINAL

Cost of Issuance	*$/1000*	*Amount*
PFM	1.90931	16,000.00
Bond Counsel	1.96897	16,500.00
Disclosure Counsel	0.77566	6,500.00
Rating Agency Fee	1.67064	14,000.00
Printing Fee	0.47733	4,000.00
	6.80191	57,000.00

City of Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2023A

TIC Calculation

Period Ending	Janney Debt Service	KeyBanc Debt Service	UBS Financial Debt Service	Robert W. Baird Debt Service	HilltopSecuruties Debt Service	Bank 6 Debt Service
05-11-23	(10,468,577.50)	(10,329,127.00)	(10,310,879.05)	(9,953,134.85)	(10,440,036.50)	(10,440,036.50)
12-01-23	252,388.89	248,027.78	252,388.89	232,527.78	261,805.56	287,986.11
06-01-24	637,150.00	633,225.00	637,150.00	619,275.00	645,625.00	669,187.50
12-01-24	216,900.00	212,975.00	216,900.00	199,025.00	225,375.00	247,912.50
06-01-25	676,900.00	672,975.00	676,900.00	659,025.00	685,375.00	707,912.50
12-01-25	205,400.00	201,475.00	205,400.00	187,525.00	213,875.00	235,262.50
06-01-26	690,400.00	686,475.00	690,400.00	672,525.00	698,875.00	720,262.50
12-01-26	193,275.00	189,350.00	193,275.00	175,400.00	201,750.00	221,925.00
06-01-27	698,275.00	694,350.00	698,275.00	680,400.00	706,750.00	726,925.00
12-01-27	180,650.00	176,725.00	180,650.00	162,775.00	189,125.00	208,037.50
06-01-28	715,650.00	711,725.00	715,650.00	697,775.00	724,125.00	743,037.50
12-01-28	167,275.00	163,350.00	167,275.00	149,400.00	175,750.00	193,325.00
06-01-29	727,275.00	723,350.00	727,275.00	709,400.00	735,750.00	753,325.00
12-01-29	153,275.00	149,350.00	153,275.00	135,400.00	161,750.00	177,925.00
06-01-30	738,275.00	734,350.00	738,275.00	720,400.00	746,750.00	762,925.00
12-01-30	138,650.00	134,725.00	138,650.00	120,775.00	147,125.00	161,837.50
06-01-31	753,650.00	749,725.00	753,650.00	735,775.00	762,125.00	776,837.50
12-01-31	123,275.00	119,350.00	123,275.00	105,400.00	131,750.00	144,925.00
06-01-32	768,275.00	764,350.00	768,275.00	750,400.00	776,750.00	789,925.00
12-01-32	107,150.00	103,225.00	107,150.00	92,500.00	115,625.00	127,187.50
06-01-33	787,150.00	783,225.00	787,150.00	772,500.00	795,625.00	807,187.50
12-01-33	90,150.00	86,225.00	90,150.00	78,900.00	98,625.00	108,487.50
06-01-34	805,150.00	801,225.00	805,150.00	793,900.00	813,625.00	823,487.50
12-01-34	72,275.00	68,350.00	72,275.00	64,600.00	80,750.00	88,825.00
06-01-35	822,275.00	818,350.00	822,275.00	814,600.00	830,750.00	838,825.00
12-01-35	53,525.00	49,600.00	53,525.00	49,600.00	62,000.00	68,200.00
06-01-36	838,525.00	834,600.00	838,525.00	834,600.00	847,000.00	853,200.00
12-01-36	33,900.00	33,900.00	33,900.00	33,900.00	42,375.00	46,612.50
06-01-37	858,900.00	858,900.00	858,900.00	858,900.00	867,375.00	871,612.50
12-01-37	17,400.00	17,400.00	17,400.00	17,400.00	21,750.00	23,925.00
06-01-38	887,400.00	887,400.00	887,400.00	887,400.00	891,750.00	893,925.00
	13,410,738.89	13,308,252.78	13,410,738.89	13,012,002.78	13,657,680.56	14,080,948.61
Par	9,425,000.00	9,425,000.00	9,425,000.00	9,425,000.00	9,425,000.00	9,425,000.00
Accrued	None	None	None	None	None	None
Discount	1,043,577.50	904,127.00	885,879.05	528,134.85	1,015,036.50	1,015,036.50
	10,468,577.50	10,329,127.00	10,310,879.05	9,953,134.85	10,440,036.50	10,440,036.50
TIC	3.250664%	3.325798%	3.460460%	3.502033%	3.544691%	4.009396%
NIC	2,942,161.39	2,979,125.78	3,099,859.84	3,058,867.93	3,217,644.06	3,640,912.11
Bid	(10,468,577.50)	(10,329,127.00)	(10,310,879.05)	(9,953,134.85)	(10,440,036.50)	(10,440,036.50)

	Bid	NIC	TIC
Janney	10,468,577.50	2,942,161.39	3.250664%
KeyBanc	10,329,127.00	2,979,125.78	3.325798%
UBS Financial	10,310,879.05	3,099,859.84	3.460460%
Robert W. Baird	9,953,134.85	3,058,867.93	3.502033%
HilltopSecuruties	10,440,036.50	3,217,644.06	3.544691%

Result

Janney Montgomery Scott LLC's Reoffering Scale

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

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price	Call Date
06/01/2024	410M	5.0000	3.0000	102.061	
06/01/2025	460M	5.0000	2.6600	104.649	
06/01/2026	485M	5.0000	2.5500	107.156	
06/01/2027	505M	5.0000	2.4900	109.623	
06/01/2028	535M	5.0000	2.4600	112.003	
06/01/2029	560M	5.0000	2.4100	114.510	
06/01/2030	585M	5.0000	2.4000	116.781	
06/01/2031	615M	5.0000	2.4600	118.457	
06/01/2032	645M	5.0000	2.5000	118.136	06/01/2031
06/01/2033	680M	5.0000	2.5500	117.737	06/01/2031
06/01/2034	715M	5.0000	2.6200	117.181	06/01/2031
06/01/2035	750M	5.0000	2.7900	115.843	06/01/2031
06/01/2036	785M	5.0000	2.9700	114.447	06/01/2031
06/01/2037	825M	4.0000	3.6500	102.421	06/01/2031
06/01/2038	870M	4.0000	3.7500	101.722	06/01/2031

Accrued Interest: $0.00

Gross Production: $10,522,908.75

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Janney Montgomery Scott LLC - Philadelphia , PA's Bid

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

For the aggregate principal amount of $9,425,000.00, we will pay you $10,468,577.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2024	410M	5.0000	3.0000	102.061
06/01/2025	460M	5.0000	2.6600	104.649
06/01/2026	485M	5.0000	2.5500	107.156
06/01/2027	505M	5.0000	2.4900	109.623
06/01/2028	535M	5.0000	2.4600	112.003
06/01/2029	560M	5.0000	2.4100	114.510
06/01/2030	585M	5.0000	2.4000	116.781
06/01/2031	615M	5.0000	2.4600	118.457
06/01/2032	645M	5.0000	2.5000	118.136
06/01/2033	680M	5.0000	2.5500	117.737
06/01/2034	715M	5.0000	2.6200	117.181
06/01/2035	750M	5.0000	2.7900	115.843
06/01/2036	785M	5.0000	2.9700	114.447
06/01/2037	825M	4.0000	3.6500	102.421
06/01/2038	870M	4.0000	3.7500	101.722

Total Interest Cost:	$3,985,738.89
Premium:	$1,043,577.50
Net Interest Cost:	$2,942,161.39
TIC:	3.250664

Time Last Bid Received On:04/25/2023 9:55:59 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Janney Montgomery Scott LLC, Philadelphia , PA
Contact: Matthew Davis
Title:
Telephone:215-665-6521
Fax: 215-557-8648

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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KeyBanc Capital Markets - Cleveland , OH's Bid

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

For the aggregate principal amount of $9,425,000.00, we will pay you $10,329,127.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2024	410M	5.0000	3.0000	102.061
06/01/2025	460M	5.0000	2.7400	104.485
06/01/2026	485M	5.0000	2.6500	106.852
06/01/2027	505M	5.0000	2.6100	109.139
06/01/2028	535M	5.0000	2.5900	111.349
06/01/2029	560M	5.0000	2.5600	113.605
06/01/2030	585M	5.0000	2.5400	115.797
06/01/2031	615M	5.0000	2.5900	117.419
06/01/2032	645M	5.0000	2.6400	117.023
06/01/2033	680M	5.0000	2.6900	116.628
06/01/2034	715M	5.0000	2.7600	116.078
06/01/2035	750M	5.0000	2.9000	114.987
06/01/2036	785M	4.0000	3.4200	104.052
06/01/2037	825M	4.0000	3.6200	102.632
06/01/2038	870M	4.0000	3.7600	101.652

Total Interest Cost:	$3,883,252.78
Premium:	$904,127.00
Net Interest Cost:	$2,979,125.78
TIC:	3.325798

Time Last Bid Received On:04/25/2023 9:54:50 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: KeyBanc Capital Markets, Cleveland , OH
Contact: Robert Bond
Title: Managing Director
Telephone:720-904-4571
Fax:

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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UBS Financial Services Inc. - New York , NY's Bid

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

For the aggregate principal amount of $9,425,000.00, we will pay you $10,310,879.05, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2024	410M	5.0000	3.0500	102.008
06/01/2025	460M	5.0000	2.7500	104.465
06/01/2026	485M	5.0000	2.7000	106.700
06/01/2027	505M	5.0000	2.6500	108.978
06/01/2028	535M	5.0000	2.6500	111.049
06/01/2029	560M	5.0000	2.6000	113.365
06/01/2030	585M	5.0000	2.6000	115.378
06/01/2031	615M	5.0000	2.6500	116.944
06/01/2032	645M	5.0000	2.7000	116.549
06/01/2033	680M	5.0000	2.7200	116.392
06/01/2034	715M	5.0000	2.8000	115.765
06/01/2035	750M	5.0000	3.0000	114.216
06/01/2036	785M	5.0000	3.2000	112.691
06/01/2037	825M	4.0000	3.7000	102.071
06/01/2038	870M	4.0000	3.8000	101.374

Total Interest Cost:	$3,985,738.89
Premium:	$885,879.05
Net Interest Cost:	$3,099,859.84
TIC:	3.460460

Time Last Bid Received On:04/25/2023 9:58:20 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: UBS Financial Services Inc., New York , NY
Contact: Vincent Pietanza
Title:
Telephone:212-713-9163
Fax:

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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Robert W. Baird & Co., Inc. - Milwaukee , WI's Bid

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

For the aggregate principal amount of $9,425,000.00, we will pay you $9,953,134.85, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2024	410M	5.0000	3.2500	101.799
06/01/2025	460M	5.0000	3.1000	103.753
06/01/2026	485M	5.0000	3.0000	105.796
06/01/2027	505M	5.0000	2.9000	107.978
06/01/2028	535M	5.0000	2.8500	110.054
06/01/2029	560M	5.0000	2.8000	112.174
06/01/2030	585M	5.0000	2.8000	113.995
06/01/2031	615M	5.0000	2.8000	115.765
06/01/2032	645M	4.0000	2.9000	107.850
06/01/2033	680M	4.0000	3.0000	107.107
06/01/2034	715M	4.0000	3.1000	106.370
06/01/2035	750M	4.0000	3.2500	105.276
06/01/2036	785M	4.0000	3.4500	103.837
06/01/2037	825M	4.0000	3.6500	102.421
06/01/2038	870M	4.0000	3.8000	101.374

Total Interest Cost:	$3,587,002.78
Premium:	$528,134.85
Net Interest Cost:	$3,058,867.93
TIC:	3.502033

Time Last Bid Received On:04/25/2023 9:03:52 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee , WI
Contact: Peter Anderson
Title:
Telephone:414-765-7331
Fax:

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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HilltopSecurities - Dallas , TX's Bid

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

For the aggregate principal amount of $9,425,000.00, we will pay you $10,440,036.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2024	410M	5.0000	3.1000	101.956
06/01/2025	460M	5.0000	2.8500	104.261
06/01/2026	485M	5.0000	2.7500	106.549
06/01/2027	505M	5.0000	2.7000	108.777
06/01/2028	535M	5.0000	2.7000	110.799
06/01/2029	560M	5.0000	2.7000	112.767
06/01/2030	585M	5.0000	2.7000	114.684
06/01/2031	615M	5.0000	2.7500	116.157
06/01/2032	645M	5.0000	2.8000	115.765
06/01/2033	680M	5.0000	2.8500	115.376
06/01/2034	715M	5.0000	2.9000	114.987
06/01/2035	750M	5.0000	3.0500	113.832
06/01/2036	785M	5.0000	3.2500	112.313
06/01/2037	825M	5.0000	3.4000	111.189
06/01/2038	870M	5.0000	3.5000	110.448

Total Interest Cost:	$4,232,680.56
Premium:	$1,015,036.50
Net Interest Cost:	$3,217,644.06
TIC:	3.544691

Time Last Bid Received On:04/25/2023 9:35:20 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: HilltopSecurities, Dallas , TX
Contact: William Evans
Title: Sr Managing Director
Telephone:214-859-9421
Fax:

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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CITY COUNCIL COMMUNICATION
Meeting Date:04/25/2023

AGENDA ITEM: Resolution #04-3823 Authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Urban Renewal Bonds, Series 2023B, and providing for the levy of taxes to pay the same

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

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

STRATEGIC PLANNING:
Prioritized YES X NO

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

BOARD/COMMISSION ACTION(S): Council added the project to the Urban Renewal Area in September 2020 and updated in March 2023. Council held a workshop and accepted the donation of land, leases, and funding from Hope Development & Realty, Reza Kargarzadeh, in April 2022. Council held the Public Hearing on March 28, 2023.

STAFF RECOMMENDATION: Staff recommends the sale and issuance of the bonds.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

SERIES 2023B LOAN AGREEMENT

This Loan Agreement is entered into as of May 11, 2023, by and between the City of Grimes, Iowa (the "City"), and Janney Montgomery Scott LLC, Philadelphia, Pennsylvania as Purchaser (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of $14,355,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Urban Renewal Bonds, Series 2023B, in the aggregate principal amount of $14,355,000 (the "Series 2023B Bonds").

2. The City has adopted a resolution on April 25, 2023 (the "Series 2023B Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Series 2023B Bonds and the levy of taxes to pay the principal of and interest on the Series 2023B Bonds for the purpose or purposes set forth in the Series 2023B Resolution. The Series 2023B Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Series 2023B Resolution. In and by the Series 2023B Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Series 2023B Bonds as the same will respectively become due.

3. The Series 2023B Bonds, in substantially the form set forth in the Series 2023B Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Series 2023B Bonds shall be dated May 11, 2023, shall be in denominations of $5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Series 2023B Bonds and the Series 2023B Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF GRIMES, IOWA

By_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

JANNEY MONTGOMERY SCOTT LLC
Philadelphia, Pennsylvania

By _____

_____
(Print Name and Title)

MINUTES TO AUTHORIZE SALE AND ISSUANCE OF SERIES 2023B BONDS

419952-91

Grimes, Iowa

April 25, 2023

The City Council of the City of Grimes, Iowa, met on April 25, 2023, at 5:30 p.m., at the Grimes Community Complex, 410 SE Main, Grimes, Iowa.

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

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of General Obligation Urban Renewal Bonds, Series 2023B to be issued in evidence of the City's obligation under a loan agreement, the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder **Final Bid (interest cost)**

(Attached bid tabulation)

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. 04-3823

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of $14,355,000 General Obligation Urban Renewal Bonds, Series 2023B, and providing for the levy of taxes to pay the same

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 (the "Project"), 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 Series 2023B Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Series 2023B Bonds to be issued in evidence of the City's obligation under the Series 2023B Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of Janney Montgomery Scott LLC, Philadelphia, Pennsylvania (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Series 2023B Loan Agreement and to authorize the issuance of the Series 2023B Bonds;

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

Section 1. The form of agreement of sale of the Series 2023B Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Series 2023B Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of $14,355,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Series 2023B Loan Agreement on behalf of the City, and the Series 2023B Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Series 2023B Bonds, in the aggregate principal amount of $14,355,000, are hereby authorized to be issued in evidence of the City's obligations under the Series 2023B Loan Agreement. The Series 2023B Bonds shall be dated May 11, 2023, shall be issued in the denomination of $5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

Year	Principal Amount	Interest Rate Per Annum	Year	Principal Amount	Interest Rate Per Annum
2026	$ 560,000	5.00%	2034	$ 825,000	5.00%
2027	$ 590,000	5.00%	2035	$ 870,000	5.00%
2028	$ 615,000	5.00%	2036	$ 910,000	5.00%
2029	$ 650,000	5.00%	2037	$ 960,000	5.00%
2030	$ 680,000	5.00%	2038	$1,005,000	4.00%
2031	$ 715,000	5.00%	2039	$1,045,000	4.00%
2032	$ 750,000	5.00%	2040	$1,085,000	4.00%
2033	$ 790,000	5.00%	2042	$2,305,000	4.00%

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2023B Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Series 2023B Bonds maturing in the years 2032 to 2042, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2023B Bonds of any like maturity are to be redeemed, the particular part of those Series 2023B Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2023B Bonds may be called in part in one or more units of $5,000.

Principal of the Series 2023B Bond maturing on June 1, 2042 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2041, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

Year	Principal Amount
2041	$1,130,000
2042	$1,175,000 (Maturity)

If less than the entire principal amount of any Series 2023B Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2023B Bond, a new Series 2023B Bond or Series 2023B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2023B Bond. Notice of such redemption as aforesaid identifying the Series 2023B Bond or Series 2023B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Series 2023B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Series 2023B Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2023. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2023B Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2023B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Series 2023B Bonds at the office of the Paying Agent.

The Series 2023B Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Series 2023B Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2023B Bonds shall cease to be such officer before the delivery of the Series 2023B Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2023B Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2023B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Series 2023B Bond shall be

transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2023B Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Series 2023B Bonds shall be issued initially as Depository Bonds, with one fully registered Series 2023B Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Series 2023B Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Series 2023B Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2023B Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Series 2023B Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Series 2023B Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2023B Bonds.

Ownership interests in the Series 2023B Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2023B Bonds as nominees will not receive certificated Series 2023B Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Series 2023B Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2023B Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2023B Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2023B Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2023B Bonds acquired. Transfers of ownership interests in the Series 2023B Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2023B Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Series 2023B Bonds shall be in substantially the following form:

(Form of Series 2023B Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2023B

No. _____ $_____

RATE	MATURITY DATE	BOND DATE	CUSIP
____%	June 1, _____	May 11, 2023	398526 ___

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2023, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Urban Renewal Bonds, Series 2023B (the "Series 2023B Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of May 11, 2023 (the "Series 2023B Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of undertaking the Sports Complex Development Project an urban renewal project in the Grimes Urban Renewal Area which was authorized by action of the City Council on September 22, 2020 and updated by subsequent action on March 14, 2023.

The Series 2023B Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on April 25, 2023, authorizing and approving the Series 2023B Loan Agreement and providing for the issuance and securing the payment of the Series 2023B Bonds (the "Series 2023B Resolution"), and reference is hereby made to the Series 2023B Resolution and the Series 2023B Loan Agreement for a more complete statement as to the source of payment of the Series 2023B Bonds and the rights of the owners of the Series 2023B Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Series 2023B Bonds maturing in the years 2032 to 2042, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2023B Bonds of any like maturity are to be redeemed, the particular part of those Series 2023B Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2023B Bonds may be called in part in one or more units of $5,000. Principal of the Series 2023B Bonds maturing on June 1, 2042 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2041 in accordance with the mandatory redemption schedule set forth in the Series 2023B Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Series 2023B Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2023B Bond, a new Series 2023B Bond or Series 2023B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2023B Bond. Notice of such redemption as aforesaid identifying the Series 2023B Bond or Series 2023B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Series 2023B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of May 11, 2023.

CITY OF GRIMES, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2023B Bonds described in the within-mentioned Series 2023B Resolution.

UMB BANK, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____ (Custodian)
TEN ENT	-	as tenants by the entireties	As Custodian for	_____ (Minor)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act	_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

_____

(Please print or type name and address of Assignee)

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

_____

_____

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

_____

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Series 2023B Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds ($15,719,984.20), including net original issue premium ($1,34,984.20) (the "Loan Proceeds"), and all action heretofore taken in connection with the Series 2023B Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds ($101,584.31) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds ($14,502,022.11) (the "Project Proceeds) received from the sale of the Series 2023B Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Series 2023B Bonds.

A portion of the Loan Proceeds received as capitalized interest proceeds ($1,031,877.78) shall be deposited into the Debt Service Fund for payment of interest on the Series 2023B Bonds as the same becomes due.

The remainder of the Loan Proceeds ($84,500) (the "Cost of Issuance Proceeds"), received from the sale of the Series 2023B Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Series 2023B Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Series 2023B Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Series 2023B Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. 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 Series 2023B Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $663,350;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $1,223,350;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $1,225,350;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $1,220,850;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $1,225,100;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $1,222,600;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $1,223,600;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $1,222,850;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $1,225,350;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $1,220,850;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $1,224,600;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $1,221,100;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $1,225,600;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $1,222,600;

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of $1,222,400;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of $1,220,600;

For collection in the fiscal year beginning July 1, 2040, sufficient to produce the net annual sum of $1,222,200; and

For collection in the fiscal year beginning July 1, 2041, sufficient to produce the net annual sum of $1,222,000.

Section 9. A certified copy of this resolution shall be filed with the County Auditors of Dallas and Polk Counties, and the County Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and

only for the payment of the principal of and interest on the Series 2023B Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2023B Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Chapter 403 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2023B Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Series 2023B Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Series 2023B Bonds attributable to the Urban Renewal Project identified in the preamble hereof.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Series 2023B Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2023B Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. It is the intention of the City that the interest on the Series 2023B Bonds be and remain 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. The City hereby declares that the Series 2023B Bonds are being issued solely for the urban renewal purposes of the City pursuant to the authority granted in Section 403.12 of the Code of Iowa and under the urban renewal plan for the Grimes Urban Renewal Area. Furthermore, the City covenants to use the proceeds from the issuance of the Series 2023B Bonds strictly for the carrying out of urban renewal projects in the Grimes Urban Renewal Area as set forth in the preamble hereof.

Section 13. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2 12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has

reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Series 2023B Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 14. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved April 25, 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 as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing the Series 2023B Loan Agreement and providing for the sale and issuance of General Obligation Urban Renewal Bonds, Series 2023B of the City evidencing the City's obligation under the Series 2023B Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Series 2023B Loan Agreement, to issue the Series 2023B Bonds or to levy taxes to pay the principal of and interest on the Series 2023B Bonds.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2023, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 25, 2023, entitled: "Resolution authorizing and approving Series 2023B Loan Agreement, providing for the sale and issuance of $14,355,000 General Obligation Urban Renewal Bonds, Series 2023B, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024.

WITNESS MY HAND this _____ day of _____, 2023.

_____

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2023, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 25, 2023, entitled: "Resolution authorizing and approving the Series 2023B Loan Agreement, providing for the sale and issuance of $14,355,000 General Obligation Urban Renewal Bonds, Series 2023B, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024.

WITNESS MY HAND this _____ day of _____, 2023.

_____

County Auditor

REGISTRAR / PAYING AGENT AGREEMENT – SERIES 2023B

THIS AGREEMENT is made and entered into this May 11, 2023 (the "Dated Date") by and between the City of Grimes, Iowa hereinafter called "ISSUER", and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $14,355,000 General Obligation Urban Renewal Bonds, Series 2023B hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, n.a.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Grimes, Iowa
Attn: City Clerk
City Hall
101 NE Harvey Street
Grimes, Iowa 50111

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF GRIMES, IOWA

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By:_____
Authorized Signatory

PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

• Book Entry Bonds	$300 initial/$600 annual
• Registered/Private Placement Bonds	$500 initial/$600 annual

*Initial Fees charged at Closing
*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

• Placement of CDs or Sinking Funds	$500 per set up/outside UMB
• Late Payments	$100
• Optional or Partial Redemption	$300
• Mandatory Redemption	$100
• Early Termination/Full Call	$500
• Paying Costs of Issuance	$500 one-time fee

SERVICES AVAILABLE UPON REQUEST

• Dissemination Agent	$1,000 annual

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

SOURCES AND USES OF FUNDS

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Dated Date	05/11/2023
Delivery Date	05/11/2023

Sources:

Bond Proceeds:	
Par Amount	14,355,000.00
Premium	1,364,984.20
	15,719,984.20

Uses:

Project Fund Deposits:	
Project Fund	14,500,000.00
Other Fund Deposits:	
Capitalized Interest Fund	1,031,877.78
Delivery Date Expenses:	
Cost of Issuance	84,500.00
Underwriter's Discount	101,584.31
	186,084.31
Other Uses of Funds:	
Rounding	2,022.11
	15,719,984.20

BOND SUMMARY STATISTICS

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Dated Date	05/11/2023
Delivery Date	05/11/2023
Last Maturity	06/01/2042
Arbitrage Yield	3.352760%
True Interest Cost (TIC)	3.570487%
Net Interest Cost (NIC)	3.742804%
All-In TIC	3.629419%
Average Coupon	4.466266%
Average Life (years)	12.165
Weighted Average Maturity (years)	11.946
Duration of Issue (years)	9.379
Par Amount	14,355,000.00
Bond Proceeds	15,719,984.20
Total Interest	7,799,552.78
Net Interest	6,536,152.89
Total Debt Service	22,154,552.78
Maximum Annual Debt Service	1,225,600.00
Average Annual Debt Service	1,162,629.59
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	7.076580
Total Underwriter's Discount	7.076580
Bid Price	108.801114

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*	*PV of 1 bp change*
Bond Component	12,050,000.00	111.328	4.61760938%	10.941	8,313.95
Term Bond 2042	2,305,000.00	100.000	4.00000000%	18.565	3,065.65
	14,355,000.00			12.165	11,379.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	14,355,000.00	14,355,000.00	14,355,000.00
+ Accrued Interest			
+ Premium (Discount)	1,364,984.20	1,364,984.20	1,364,984.20
- Underwriter's Discount	-101,584.31	-101,584.31	
- Cost of Issuance Expense		-84,500.00	
- Other Amounts			
Target Value	15,618,399.89	15,533,899.89	15,719,984.20
Target Date	05/11/2023	05/11/2023	05/11/2023
Yield	3.570487%	3.629419%	3.352760%

BOND PRICING

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Bond Component	*Maturity Date*	*Amount*	*Rate*	*Yield*	*Price*		*Yield to Maturity*	*Call Date*	*Call Price*	*Premium (-Discount)*
Bond Component:										
	06/01/2026	560,000	5.000%	2.550%	107.156					40,073.60
	06/01/2027	590,000	5.000%	2.490%	109.623					56,775.70
	06/01/2028	615,000	5.000%	2.460%	112.003					73,818.45
	06/01/2029	650,000	5.000%	2.410%	114.510					94,315.00
	06/01/2030	680,000	5.000%	2.400%	116.781					114,110.80
	06/01/2031	715,000	5.000%	2.460%	118.457					131,967.55
	06/01/2032	750,000	5.000%	2.500%	118.136	C	2.726%	06/01/2031	100.000	136,020.00
	06/01/2033	790,000	5.000%	2.550%	117.737	C	2.949%	06/01/2031	100.000	140,122.30
	06/01/2034	825,000	5.000%	2.620%	117.181	C	3.148%	06/01/2031	100.000	141,743.25
	06/01/2035	870,000	5.000%	2.790%	115.843	C	3.388%	06/01/2031	100.000	137,834.10
	06/01/2036	910,000	5.000%	2.970%	114.447	C	3.603%	06/01/2031	100.000	131,467.70
	06/01/2037	960,000	5.000%	3.120%	113.298	C	3.772%	06/01/2031	100.000	127,660.80
	06/01/2038	1,005,000	4.000%	3.750%	101.722	C	3.848%	06/01/2031	100.000	17,306.10
	06/01/2039	1,045,000	4.000%	3.800%	101.374	C	3.884%	06/01/2031	100.000	14,358.30
	06/01/2040	1,085,000	4.000%	3.900%	100.683	C	3.944%	06/01/2031	100.000	7,410.55
		12,050,000								1,364,984.20
Term Bond 2042:										
	06/01/2041	1,130,000	4.000%	4.000%	100.000					
	06/01/2042	1,175,000	4.000%	4.000%	100.000					
		2,305,000								
		14,355,000								1,364,984.20

Dated Date	05/11/2023	
Delivery Date	05/11/2023	
First Coupon	12/01/2023	
Par Amount	14,355,000.00	
Premium	1,364,984.20	
Production	15,719,984.20	109.508772%
Underwriter's Discount	-101,584.31	-0.707658%
Purchase Price	15,618,399.89	108.801114%
Accrued Interest		
Net Proceeds	15,618,399.89	

BOND DEBT SERVICE

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Dated Date	05/11/2023
Delivery Date	05/11/2023

Period Ending	*Principal*	*Coupon*	*Interest*	*Debt Service*	*Annual Debt Service*
12/01/2023			368,527.78	368,527.78	
06/01/2024			331,675.00	331,675.00	700,202.78
12/01/2024			331,675.00	331,675.00	
06/01/2025			331,675.00	331,675.00	663,350.00
12/01/2025			331,675.00	331,675.00	
06/01/2026	560,000	5.000%	331,675.00	891,675.00	1,223,350.00
12/01/2026			317,675.00	317,675.00	
06/01/2027	590,000	5.000%	317,675.00	907,675.00	1,225,350.00
12/01/2027			302,925.00	302,925.00	
06/01/2028	615,000	5.000%	302,925.00	917,925.00	1,220,850.00
12/01/2028			287,550.00	287,550.00	
06/01/2029	650,000	5.000%	287,550.00	937,550.00	1,225,100.00
12/01/2029			271,300.00	271,300.00	
06/01/2030	680,000	5.000%	271,300.00	951,300.00	1,222,600.00
12/01/2030			254,300.00	254,300.00	
06/01/2031	715,000	5.000%	254,300.00	969,300.00	1,223,600.00
12/01/2031			236,425.00	236,425.00	
06/01/2032	750,000	5.000%	236,425.00	986,425.00	1,222,850.00
12/01/2032			217,675.00	217,675.00	
06/01/2033	790,000	5.000%	217,675.00	1,007,675.00	1,225,350.00
12/01/2033			197,925.00	197,925.00	
06/01/2034	825,000	5.000%	197,925.00	1,022,925.00	1,220,850.00
12/01/2034			177,300.00	177,300.00	
06/01/2035	870,000	5.000%	177,300.00	1,047,300.00	1,224,600.00
12/01/2035			155,550.00	155,550.00	
06/01/2036	910,000	5.000%	155,550.00	1,065,550.00	1,221,100.00
12/01/2036			132,800.00	132,800.00	
06/01/2037	960,000	5.000%	132,800.00	1,092,800.00	1,225,600.00
12/01/2037			108,800.00	108,800.00	
06/01/2038	1,005,000	4.000%	108,800.00	1,113,800.00	1,222,600.00
12/01/2038			88,700.00	88,700.00	
06/01/2039	1,045,000	4.000%	88,700.00	1,133,700.00	1,222,400.00
12/01/2039			67,800.00	67,800.00	
06/01/2040	1,085,000	4.000%	67,800.00	1,152,800.00	1,220,600.00
12/01/2040			46,100.00	46,100.00	
06/01/2041	1,130,000	4.000%	46,100.00	1,176,100.00	1,222,200.00
12/01/2041			23,500.00	23,500.00	
06/01/2042	1,175,000	4.000%	23,500.00	1,198,500.00	1,222,000.00
	14,355,000		7,799,552.78	22,154,552.78	22,154,552.78

CAPITALIZED INTEREST FUND

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Capitalized Interest Fund

Date	*Deposit*	*Interest*	*Principal*	*Scheduled Draws*	*Balance*
05/11/2023	1,031,877.78				1,031,877.78
12/01/2023			368,527.78	368,527.78	663,350.00
06/01/2024			331,675.00	331,675.00	331,675.00
12/01/2024			331,675.00	331,675.00	
	1,031,877.78	0	1,031,877.78	1,031,877.78	

Arbitrage Yield: 3.3527598%
Value of Negative Arbitrage: 34,902.53

FORM 8038 STATISTICS

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Dated Date	05/11/2023
Delivery Date	05/11/2023

Bond Component	*Date*	*Principal*	*Coupon*	*Price*	*Issue Price*	*Redemption at Maturity*
Bond Component:						
	06/01/2026	560,000.00	5.000%	107.156	600,073.60	560,000.00
	06/01/2027	590,000.00	5.000%	109.623	646,775.70	590,000.00
	06/01/2028	615,000.00	5.000%	112.003	688,818.45	615,000.00
	06/01/2029	650,000.00	5.000%	114.510	744,315.00	650,000.00
	06/01/2030	680,000.00	5.000%	116.781	794,110.80	680,000.00
	06/01/2031	715,000.00	5.000%	118.457	846,967.55	715,000.00
	06/01/2032	750,000.00	5.000%	118.136	886,020.00	750,000.00
	06/01/2033	790,000.00	5.000%	117.737	930,122.30	790,000.00
	06/01/2034	825,000.00	5.000%	117.181	966,743.25	825,000.00
	06/01/2035	870,000.00	5.000%	115.843	1,007,834.10	870,000.00
	06/01/2036	910,000.00	5.000%	114.447	1,041,467.70	910,000.00
	06/01/2037	960,000.00	5.000%	113.298	1,087,660.80	960,000.00
	06/01/2038	1,005,000.00	4.000%	101.722	1,022,306.10	1,005,000.00
	06/01/2039	1,045,000.00	4.000%	101.374	1,059,358.30	1,045,000.00
	06/01/2040	1,085,000.00	4.000%	100.683	1,092,410.55	1,085,000.00
Term Bond 2042:						
	06/01/2041	1,130,000.00	4.000%	100.000	1,130,000.00	1,130,000.00
	06/01/2042	1,175,000.00	4.000%	100.000	1,175,000.00	1,175,000.00
		14,355,000.00			15,719,984.20	14,355,000.00

	Maturity Date	*Interest Rate*	*Issue Price*	*Stated Redemption at Maturity*	*Weighted Average Maturity*	*Yield*
Final Maturity	06/01/2042	4.000%	1,175,000.00	1,175,000.00		
Entire Issue			15,719,984.20	14,355,000.00	11.9463	3.3528%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	186,084.31
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Date	*Debt Service*	*Present Value to 05/11/2023 @ 3.3527597612%*
12/01/2023	368,527.78	361,782.81
06/01/2024	331,675.00	320,236.15
12/01/2024	331,675.00	314,956.29
06/01/2025	331,675.00	309,763.47
12/01/2025	331,675.00	304,656.28
06/01/2026	891,675.00	805,534.06
12/01/2026	317,675.00	282,254.12
06/01/2027	907,675.00	793,172.31
12/01/2027	302,925.00	260,346.78
06/01/2028	917,925.00	775,897.26
12/01/2028	287,550.00	239,050.86
06/01/2029	937,550.00	766,569.10
12/01/2029	271,300.00	218,165.76
06/01/2030	951,300.00	752,374.76
12/01/2030	254,300.00	197,807.61
06/01/2031	6,074,300.00	4,647,001.43
12/01/2031	108,800.00	81,862.57
06/01/2032	108,800.00	80,512.87
12/01/2032	108,800.00	79,185.42
06/01/2033	108,800.00	77,879.86
12/01/2033	108,800.00	76,595.82
06/01/2034	108,800.00	75,332.96
12/01/2034	108,800.00	74,090.91
06/01/2035	108,800.00	72,869.34
12/01/2035	108,800.00	71,667.92
06/01/2036	108,800.00	70,486.30
12/01/2036	108,800.00	69,324.16
06/01/2037	108,800.00	68,181.19
12/01/2037	108,800.00	67,057.06
06/01/2038	1,113,800.00	675,153.82
12/01/2038	88,700.00	52,880.93
06/01/2039	1,133,700.00	664,742.60
12/01/2039	67,800.00	39,098.94
06/01/2040	1,152,800.00	653,836.54
12/01/2040	46,100.00	25,715.56
06/01/2041	1,176,100.00	645,237.08
12/01/2041	23,500.00	12,680.11
06/01/2042	1,198,500.00	636,023.20
	21,224,802.78	15,719,984.20

Proceeds Summary

Delivery date	05/11/2023
Par Value	14,355,000.00
Premium (Discount)	1,364,984.20
Target for yield calculation	15,719,984.20

PROOF OF ARBITRAGE YIELD

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Assumed Call/Computation Dates for Premium Bonds

Bond Component	*Maturity Date*	*Rate*	*Yield*	*Call Date*	*Call Price*	*Yield To Call/Maturity*
BOND	06/01/2032	5.000%	2.500%	06/01/2031	100.000	2.5000675%
BOND	06/01/2033	5.000%	2.550%	06/01/2031	100.000	2.5500515%
BOND	06/01/2034	5.000%	2.620%	06/01/2031	100.000	2.6200370%
BOND	06/01/2035	5.000%	2.790%	06/01/2031	100.000	2.7900712%
BOND	06/01/2036	5.000%	2.970%	06/01/2031	100.000	2.9699619%
BOND	06/01/2037	5.000%	3.120%	06/01/2031	100.000	3.1199771%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	*Maturity Date*	*Rate*	*Yield*	*Call Date*	*Call Price*	*Yield To Call/Maturity*	*Increase to Yield*
BOND	06/01/2032	5.000%	2.500%			2.7260815%	0.2260140%
BOND	06/01/2033	5.000%	2.550%			2.9485681%	0.3985166%
BOND	06/01/2034	5.000%	2.620%			3.1475661%	0.5275290%
BOND	06/01/2035	5.000%	2.790%			3.3880246%	0.5979533%
BOND	06/01/2036	5.000%	2.970%			3.6028240%	0.6328621%
BOND	06/01/2037	5.000%	3.120%			3.7720801%	0.6521031%

UNDERWRITER'S DISCOUNT

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Underwriter's Discount	*$/1000*	*Amount*
Other Underwriter's Discount	7.07658	101,584.31
	7.07658	101,584.31

COST OF ISSUANCE

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B (GrimesPlex)
FINAL

Cost of Issuance	*$/1000*	*Amount*
PFM	1.39324	20,000.00
Bond Counsel	1.74155	25,000.00
Disclosure Counsel	0.76628	11,000.00
Rating Agency Fee	1.63706	23,500.00
Printing Fee	0.34831	5,000.00
	5.88645	84,500.00

City of Grimes, Iowa
General Obligation Urban Renewal Bonds, Series 2023B

TIC Calculation

Period Ending	Janney Debt Service	KeyBanc Debt Service	UBS Financial Debt Service	Robert W. Baird Debt Service	HilltopSecurities Debt Service
05-11-23	(17,428,255.60)	(17,473,544.30)	(17,138,017.75)	(16,654,839.74)	(17,076,986.64)
12-01-23	411,055.56	417,250.00	405,166.67	379,666.67	411,055.56
06-01-24	369,950.00	375,525.00	364,650.00	341,700.00	369,950.00
12-01-24	369,950.00	375,525.00	364,650.00	341,700.00	369,950.00
06-01-25	369,950.00	375,525.00	364,650.00	341,700.00	369,950.00
12-01-25	369,950.00	375,525.00	364,650.00	341,700.00	369,950.00
06-01-26	989,950.00	995,525.00	984,650.00	961,700.00	989,950.00
12-01-26	354,450.00	360,025.00	349,150.00	326,200.00	354,450.00
06-01-27	1,004,450.00	1,010,025.00	999,150.00	976,200.00	1,004,450.00
12-01-27	338,200.00	343,775.00	332,900.00	309,950.00	338,200.00
06-01-28	1,023,200.00	1,028,775.00	1,017,900.00	994,950.00	1,023,200.00
12-01-28	321,075.00	326,650.00	315,775.00	292,825.00	321,075.00
06-01-29	1,041,075.00	1,046,650.00	1,035,775.00	1,012,825.00	1,041,075.00
12-01-29	303,075.00	308,650.00	297,775.00	274,825.00	303,075.00
06-01-30	1,058,075.00	1,063,650.00	1,052,775.00	1,029,825.00	1,058,075.00
12-01-30	284,200.00	289,775.00	278,900.00	255,950.00	284,200.00
06-01-31	1,074,200.00	1,079,775.00	1,068,900.00	1,045,950.00	1,074,200.00
12-01-31	264,450.00	270,025.00	259,150.00	236,200.00	264,450.00
06-01-32	1,094,450.00	1,100,025.00	1,089,150.00	1,066,200.00	1,094,450.00
12-01-32	243,700.00	249,275.00	238,400.00	219,600.00	243,700.00
06-01-33	1,118,700.00	1,124,275.00	1,113,400.00	1,094,600.00	1,118,700.00
12-01-33	221,825.00	227,400.00	216,525.00	202,100.00	221,825.00
06-01-34	1,136,825.00	1,142,400.00	1,131,525.00	1,117,100.00	1,136,825.00
12-01-34	198,950.00	204,525.00	193,650.00	183,800.00	198,950.00
06-01-35	1,158,950.00	1,164,525.00	1,153,650.00	1,143,800.00	1,158,950.00
12-01-35	174,950.00	180,525.00	169,650.00	164,600.00	174,950.00
06-01-36	1,184,950.00	1,190,525.00	1,179,650.00	1,174,600.00	1,184,950.00
12-01-36	149,700.00	155,275.00	144,400.00	144,400.00	149,700.00
06-01-37	1,209,700.00	1,215,275.00	1,204,400.00	1,204,400.00	1,209,700.00
12-01-37	123,200.00	128,775.00	123,200.00	123,200.00	123,200.00
06-01-38	1,238,200.00	1,243,775.00	1,238,200.00	1,238,200.00	1,238,200.00
12-01-38	100,900.00	100,900.00	100,900.00	100,900.00	100,900.00
06-01-39	1,270,900.00	1,270,900.00	1,270,900.00	1,270,900.00	1,270,900.00
12-01-39	77,500.00	77,500.00	77,500.00	77,500.00	77,500.00
06-01-40	1,307,500.00	1,307,500.00	1,307,500.00	1,307,500.00	1,307,500.00
12-01-40	52,900.00	52,900.00	52,900.00	52,900.00	52,900.00
06-01-41	1,342,900.00	1,342,900.00	1,342,900.00	1,342,900.00	1,342,900.00
12-01-41	27,100.00	27,100.00	27,100.00	27,100.00	27,100.00
06-01-42	1,382,100.00	1,382,100.00	1,382,100.00	1,382,100.00	1,382,100.00
12-01-42					
	24,763,155.56	24,931,025.00	24,614,166.67	24,102,266.67	24,763,155.56
Par	16,030,000.00	16,030,000.00	16,030,000.00	16,030,000.00	16,030,000.00
Accrued	None	None	None	None	None
Discount	1,398,255.60	1,443,544.30	1,108,017.75	624,839.74	1,046,986.64
	17,428,255.60	17,473,544.30	17,138,017.75	16,654,839.74	17,076,986.64
TIC	3.575522%	3.627326%	3.684759%	3.728272%	3.796634%
NIC	7,334,899.96	7,457,480.70	7,476,148.92	7,447,426.93	7,686,168.92
Bid	(17,428,255.60)	(17,473,544.30)	(17,138,017.75)	(16,654,839.74)	(17,076,986.64)

	Bid	NIC	TIC
Janney	17,428,255.60	7,334,899.96	3.575522%
KeyBanc	17,473,544.30	7,457,480.70	3.627326%
UBS Financial	17,138,017.75	7,476,148.92	3.684759%
Robert W. Baird	16,654,839.74	7,447,426.93	3.728272%
HilltopSecurities	17,076,986.64	7,686,168.92	3.796634%



Result

Janney Montgomery Scott LLC's Reoffering Scale



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

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price	Call Date
06/01/2026	620M	5.0000	2.5500	107.156	
06/01/2027	650M	5.0000	2.4900	109.623	
06/01/2028	685M	5.0000	2.4600	112.003	
06/01/2029	720M	5.0000	2.4100	114.510	
06/01/2030	755M	5.0000	2.4000	116.781	
06/01/2031	790M	5.0000	2.4600	118.457	
06/01/2032	830M	5.0000	2.5000	118.136	06/01/2031
06/01/2033	875M	5.0000	2.5500	117.737	06/01/2031
06/01/2034	915M	5.0000	2.6200	117.181	06/01/2031
06/01/2035	960M	5.0000	2.7900	115.843	06/01/2031
06/01/2036	1,010M	5.0000	2.9700	114.447	06/01/2031
06/01/2037	1,060M	5.0000	3.1200	113.298	06/01/2031
06/01/2038	1,115M	4.0000	3.7500	101.722	06/01/2031
06/01/2039	1,170M	4.0000	3.8000	101.374	06/01/2031
06/01/2040	1,230M	4.0000	3.9000	100.683	06/01/2031
06/01/2041					
06/01/2042	2,645M	4.0000	4.0000	100.000	

Accrued Interest: $0.00

Gross Production: $17,541,693.10

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Janney Montgomery Scott LLC - Philadelphia , PA's Bid

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

For the aggregate principal amount of $16,030,000.00, we will pay you $17,428,255.60, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2026	620M	5.0000	2.5500	107.156
06/01/2027	650M	5.0000	2.4900	109.623
06/01/2028	685M	5.0000	2.4600	112.003
06/01/2029	720M	5.0000	2.4100	114.510
06/01/2030	755M	5.0000	2.4000	116.781
06/01/2031	790M	5.0000	2.4600	118.457
06/01/2032	830M	5.0000	2.5000	118.136
06/01/2033	875M	5.0000	2.5500	117.737
06/01/2034	915M	5.0000	2.6200	117.181
06/01/2035	960M	5.0000	2.7900	115.843
06/01/2036	1,010M	5.0000	2.9700	114.447
06/01/2037	1,060M	5.0000	3.1200	113.298
06/01/2038	1,115M	4.0000	3.7500	101.722
06/01/2039	1,170M	4.0000	3.8000	101.374
06/01/2040	1,230M	4.0000	3.9000	100.683
06/01/2041				
06/01/2042	2,645M	4.0000	4.0000	100.000

Total Interest Cost:	$8,733,155.56
Premium:	$1,398,255.60
Net Interest Cost:	$7,334,899.96
TIC:	3.575522

Time Last Bid Received On:04/25/2023 9:55:11 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Janney Montgomery Scott LLC, Philadelphia , PA
Contact: Matthew Davis
Title:
Telephone:215-665-6521
Fax: 215-557-8648

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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KeyBanc Capital Markets - Cleveland , OH's Bid

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

For the aggregate principal amount of $16,030,000.00, we will pay you $17,473,544.30, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2026	620M	5.0000	2.6500	106.852
06/01/2027	650M	5.0000	2.6100	109.139
06/01/2028	685M	5.0000	2.5900	111.349
06/01/2029	720M	5.0000	2.5600	113.605
06/01/2030	755M	5.0000	2.5400	115.797
06/01/2031	790M	5.0000	2.5900	117.419
06/01/2032	830M	5.0000	2.6400	117.023
06/01/2033	875M	5.0000	2.6900	116.628
06/01/2034	915M	5.0000	2.7600	116.078
06/01/2035	960M	5.0000	2.9000	114.987
06/01/2036	1,010M	5.0000	3.0900	113.526
06/01/2037	1,060M	5.0000	3.2400	112.388
06/01/2038	1,115M	5.0000	3.3600	111.488
06/01/2039	1,170M	4.0000	3.7500	101.722
06/01/2040	1,230M	4.0000	3.8700	100.890
06/01/2041	1,290M	4.0000	3.9500	100.340
06/01/2042	1,355M	4.0000	4.0000	100.000

Total Interest Cost:	$8,901,025.00
Premium:	$1,443,544.30
Net Interest Cost:	$7,457,480.70
TIC:	3.627326

Time Last Bid Received On:04/25/2023 9:56:31 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: KeyBanc Capital Markets, Cleveland , OH
Contact: Robert Bond
Title: Managing Director
Telephone:720-904-4571
Fax:

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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UBS Financial Services Inc. - New York , NY's Bid

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

For the aggregate principal amount of $16,030,000.00, we will pay you $17,138,017.75, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2026	620M	5.0000	2.6500	106.852
06/01/2027	650M	5.0000	2.6000	109.179
06/01/2028	685M	5.0000	2.6000	111.299
06/01/2029	720M	5.0000	2.5500	113.665
06/01/2030	755M	5.0000	2.5500	115.727
06/01/2031	790M	5.0000	2.6000	117.340
06/01/2032	830M	5.0000	2.6300	117.102
06/01/2033	875M	5.0000	2.6700	116.786
06/01/2034	915M	5.0000	2.7500	116.157
06/01/2035	960M	5.0000	2.9300	114.755
06/01/2036	1,010M	5.0000	3.1200	113.298
06/01/2037	1,060M	4.0000	3.6500	102.421
06/01/2038	1,115M	4.0000	3.7500	101.722
06/01/2039	1,170M	4.0000	3.8200	101.236
06/01/2040	1,230M	4.0000	3.9000	100.683
06/01/2041	1,290M	4.0000	4.0000	100.000
06/01/2042	1,355M	4.0000	4.0500	99.338

Total Interest Cost:	$8,584,166.67
Premium:	$1,108,017.75
Net Interest Cost:	$7,476,148.92
TIC:	3.684759

Time Last Bid Received On:04/25/2023 9:55:02 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: UBS Financial Services Inc., New York , NY
Contact: Vincent Pietanza
Title:
Telephone:212-713-9163
Fax:

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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Robert W. Baird & Co., Inc. - Milwaukee , WI's Bid

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

For the aggregate principal amount of $16,030,000.00, we will pay you $16,654,839.74, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2026	620M	5.0000	2.9500	105.946
06/01/2027	650M	5.0000	2.8500	108.177
06/01/2028	685M	5.0000	2.8000	110.302
06/01/2029	720M	5.0000	2.7500	112.470
06/01/2030	755M	5.0000	2.7500	114.339
06/01/2031	790M	5.0000	2.7500	116.157
06/01/2032	830M	4.0000	2.8500	108.223
06/01/2033	875M	4.0000	2.9500	107.478
06/01/2034	915M	4.0000	3.0500	106.738
06/01/2035	960M	4.0000	3.2000	105.639
06/01/2036	1,010M	4.0000	3.4000	104.195
06/01/2037	1,060M	4.0000	3.6000	102.773
06/01/2038	1,115M	4.0000	3.7500	101.722
06/01/2039	1,170M	4.0000	3.8500	101.028
06/01/2040	1,230M	4.0000	3.9000	100.683
06/01/2041				
06/01/2042	2,645M	4.0000	4.0000	100.000

Total Interest Cost:	$8,072,266.67
Premium:	$624,839.74
Net Interest Cost:	$7,447,426.93
TIC:	3.728272

Time Last Bid Received On:04/25/2023 9:03:48 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee , WI
Contact: Peter Anderson
Title:
Telephone:414-765-7331
Fax:

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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HilltopSecurities - Dallas , TX's Bid

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

For the aggregate principal amount of $16,030,000.00, we will pay you $17,076,986.64, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
06/01/2026	620M	5.0000	2.7500	106.549
06/01/2027	650M	5.0000	2.7000	108.777
06/01/2028	685M	5.0000	2.7000	110.799
06/01/2029	720M	5.0000	2.7000	112.767
06/01/2030	755M	5.0000	2.7000	114.684
06/01/2031	790M	5.0000	2.7500	116.157
06/01/2032	830M	5.0000	2.8000	115.765
06/01/2033	875M	5.0000	2.8500	115.376
06/01/2034	915M	5.0000	2.9000	114.987
06/01/2035	960M	5.0000	3.0500	113.832
06/01/2036	1,010M	5.0000	3.2500	112.313
06/01/2037	1,060M	5.0000	3.4000	111.189
06/01/2038	1,115M	4.0000	3.9600	100.271
06/01/2039	1,170M	4.0000	4.0000	100.000
06/01/2040	1,230M	4.0000	4.0700	99.143
06/01/2041	1,290M	4.0000	4.1000	98.731
06/01/2042	1,355M	4.0000	4.1300	98.294

Total Interest Cost:	$8,733,155.56
Premium:	$1,046,986.64
Net Interest Cost:	$7,686,168.92
TIC:	3.796634

Time Last Bid Received On:04/25/2023 9:49:23 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: HilltopSecurities, Dallas , TX
Contact: William Evans
Title: Sr Managing Director
Telephone:214-859-9421
Fax:

Issuer Name: City of Grimes Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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